

AGENDA

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

SEPTEMBER 9, 2010, 6:00 P.M.

CALL TO ORDER AND DECLARE A QUORUM

INVOCATION

PLEDGE OF ALLEGIANCE

CITIZENS COMMUNICATION

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

CONSENT AGENDA

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

1. Minutes for August 24, 2010. (Susan Brock)
2. Approve Ordinance 2010-30 annexation of properties for 2010. (John Elsdén)
3. Authorize the City Manager to sign development agreements for properties with Agricultural Exemptions as described in Ordinance 2010-30. (John Elsdén)
4. Approve Ordinance 2010-35 regarding assignment pay for police and fire departments.

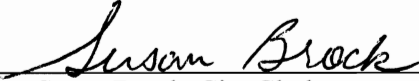
REGULAR AGENDA; REVIEW/DISCUSS AND CONSIDER ACTION

5. Proclamation: Recognizing September as Library Card Sign Up Month. (Mayor; Karen Ellis)
6. Conduct Public Hearing and consider introducing ordinance 2010-32 to rezone property in the vicinity of 3406 West Second Street from B-1 Local Business to BP-2 Business Park 2, property owner is Sam Dowdy Sr. (John Elsdén)
7. Consider introducing Ordinance 2010-41 amending the Fee Schedule for city services. (Rosemarie Dennis)
8. Conduct Public Hearing on FY 2010-2011 Budget. (Rosemarie Dennis)
9. Consider adopting Ordinance 2010-33 for the 2010-2011 Annual Budget excluding "Contributions to Civic Programs". (Rosemarie Dennis)
10. Consider approving Contributions to Civic Programs included in Ordinance 2010-33 for the 2010/2011 Annual Budget. (Rosemarie Dennis)
11. Consider adopting Ordinance 2010-34 fixing and levying ad valorem tax rate for tax year 2010-2011 and take a record vote. (Rosemarie Dennis)
12. Consider introducing Ordinance 2010-40 amending the 2009/2010 Fiscal Year Budget. (Rosemarie Dennis)
13. Consider initiating annexation west of CR 101 adjacent to Taylor City limits. (John Elsdén)
14. Consider approving Ordinance 2010-38 adopting economic development incentives. (Bob vanTil)
15. Consider approving Comprehensive Plan Implementation report. (John Elsdén)
16. Consider selecting candidates for the TML Intergovernmental Risk Pool Board of Trustees. (Jim Dunaway)

ADJOURN

The Council may vote and/or act upon each of the items listed in this Agenda. The Council reserves the right to retire into executive session concerning any of the items listed on this Agenda, whenever it is considered necessary and legally justified under the Open Meetings Act. I certify that the notice of meeting was posted in the Taylor City Hall Lobby before 6:00 pm on September 3, 2010 and remained posted for at least 72 hours continuously before the

scheduled time of said meeting. I further certify that the following news media was notified of this meeting: Taylor Daily Press.

Posted By: 
Susan Brock, City Clerk



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

Agenda Item #: 1
Agenda Title: Minutes for August 24, 2010.
Council Action: Motion to approve or approve with corrections
Initiating Department: City Management/City Clerk
Staff Contact: Susan Brock, City Clerk

1. INTRODUCTION/PURPOSE

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

2. DESCRIPTION/ JUSTIFICATION

N/A

3. FINANCIAL/BUDGET

N/A

4. RECOMMENDATION

Approve as submitted or amend with changes noted.

5. REFERENCE FILES

1a. Minutes, August 24, 2010

The City Council of the City of Taylor met on August 24, 2010, at City Hall, 400 Porter St., Taylor, Texas. Noting the absence of Mayor Hortenstine and Council Member Don Hill, Mayor Pro Tem McDonald declared a quorum and called the meeting to order at 6:00 p.m. with the following present:

Council Member Chris Gonzales
Council Member Chris Osborn

City Manager, Jim D. Dunaway
Interim Assistant City Manager, Jeff Straub
City Attorney, Ted Hejl
City Clerk, Susan Brock

INVOCATION

Jeff Straub led the group in prayer.

PLEDGE OF ALLEGIANCE

CITIZENS COMMUNICATION

No citizens came forward during this time.

CONSENT AGENDA

1. MINUTES FOR AUGUST 12, 2010.
2. APPROVE ORDINANCE 2010-31, REZONE PROPERTY AT 501 WESTCHESTER ROAD.

ORDINANCE NO. 2010-31

AN ORDINANCE CHANGING THE ZONING OF LOT 26, BLOCK 1, LANTERN HILL SUBDIVISION, WILLIAMSON COUNTY TEXAS, MORE FULLY DESCRIBED HEREIN, FROM LIGHT INDUSTRIAL (M-1) TO SINGLE FAMILY (R-1); AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF TAYLOR, TEXAS, TO SHOW THE ZONING CHANGES ADOPTED HEREIN; PROVIDING A SAVINGS CLAUSE.

3. CONCUR WITH PRELIMINARY FINANCIALS FOR JULY, 2010.
Council Member Osborn asked to remove agenda item number three from consent for further review. Council Member Gonzales moved to approve the remaining items on the consent agenda as presented and Council Member Osborn seconded the motion. VOTE: Three voted AYE. Motion passed.

REGULAR AGENDA – REVIEW/DISCUSS & CONSIDER/ACTION:

3. CONCUR WITH PRELIMINARY FINANCIALS FOR JULY, 2010.
Council Member Osborn asked for clarification on changes in specific revenues. Following Ms. Rosemarie Dennis' response, he moved to approve the financials as presented and Council Member Gonzales seconded the motion. VOTE: Three voted AYE. Motion passed.
4. CONSIDER INTRODUCING ORDINANCE 2010-33 ADOPTING THE 2010/2011 ANNUAL BUDGET (EXCLUDING "CONTRIBUTIONS TO CIVIC PROGRAMS").
Mr. Dunaway presented a recap of items included in the proposed budget and the new job descriptions. He reminded Council that this budget is actually 4.8% less than the current year and that every effort has been made to continue a conservative approach to spending

until the economy begins to see some improvement.

Hearing no additional comments, Mayor Pro Tem McDonald asked Mr. Hejl to introduce the Ordinance as presented.

ORDINANCE NO. 2010-33

AN ORDINANCE APPROVING AND ADOPTING A BUDGET FOR THE CITY OF TAYLOR, TEXAS, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2010 AND ENDING SEPTEMBER 30, 2011.

5. CONSIDER 'CONTRIBUTIONS TO CIVIC PROGRAMS' INCLUDED IN ORDINANCE 2010-33.

Since Council Member Hill was absent, this item was considered in conjunction with the preceding item number 3. There were no comments on the programs listed.

6. CONSIDER INTRODUCING ORDINANCE 2010-34 FIXING AND LEVYING AD VALOREM TAX FOR THE 2010/2011 TAX YEAR.

Mr. Dunaway provided additional information regarding the ad valorem tax rate. He restated that the proposed and effective rate of 0.813893 is the rate needed to generate enough revenue to operate at the same level as the current year. Council Member Osborn asked staff to investigate additional services or programs that might be outsourced or privatized.

Hearing no additional comments, Mayor Pro Tem asked Mr. Hejl to introduce the Ordinance as presented.

ORDINANCE NO. 2010-34

AN ORDINANCE LEVYING TAXES FOR THE MAINTENANCE AND OPERATION OF THE MUNICIPAL GOVERNMENT OF THE CITY OF TAYLOR, TEXAS, AND PROVIDING FOR THE INTEREST AND SINKING FUND FOR THE FISCAL YEAR 2010/11.

7. CONSIDER INTRODUCING ORDINANCE 2010-35 REGARDING ASSIGNMENT AND SENIORITY PAY FOR CERTAIN ASSIGNMENTS WITHIN THE FIRE AND POLICE DEPARTMENTS.

Chief Straub and Chief Ekiss presented a request to renew the current policy regarding assignment pay certain police and fire department staff. Hearing no additional comments, Mayor Pro Tem asked Mr. Hejl to introduce the Ordinance as presented.

ORDINANCE NO. 2010-35

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 AND AN EXPIRATION DATE FOR THIS ORDINANCE

8. CONSIDER APPROVING RESOLUTION R10-16 CREATING AN ASSISTANT POLICE CHIEF POSITION.

Chief Straub presented a request to create an Assistant Police Chief rank which would establish a more effective and streamlined level of command and also allow his current

officers a chance for advancement. He stressed the difference between creating a new rank and not a new position, resulting in less financial impact on the overall budget.

Council Member Osborn moved to approve Resolution R10-16 as presented and Council Member Gonzales seconded the motion. VOTE: Three voted AYE. Motion passed.

9. CONSIDER APPROVING ORDINANCE 2010-22 MODIFYING THE FUTURE LAND USE PLAN FOR AREAS ANNEXED IN 2009.

Mr. John Elsdén, City Planner, provided an update on the Future Land Use Map since the Ordinance was introduced at the July 27, 2010 council meeting. He noted that there have been no changes made and the plan accommodates any previous zoning issues discussed regarding specific properties.

Council Member Osborn moved to approve the Ordinance as presented and Council Member Gonzales seconded the motion. VOTE: Three voted AYE. Motion passed.

ORDINANCE NO. 2010-22

AN ORDINANCE ADDING FUTURE LAND USES TO ANNEXED AREAS AND ADJACENT AREAS WITHIN TAYLOR'S EXTRATERRITORIAL JURISDICTION AS SHOWN ON EXHIBIT A; AMENDING THE OFFICIAL FUTURE LAND USE MAP OF THE CITY OF TAYLOR, TEXAS, TO SHOW THE FUTURE LAND USE CHANGES ADOPTED HEREIN; PROVIDING A SAVINGS CLAUSE.

10. CONSIDER APPROVING ORDINANCE 2010-21 REGARDING REZONING OF PROPERTIES ANNEXED IN 2009.

Mr. Elsdén provided Council with updated information regarding a change in zoning for properties discussed at the August 12, 2010 council meeting. At the request of Council, the zoning for Mr. Buenteello's property was changed to B-2, General Business, instead of the requested M-2, Heavy Industrial. Council agreed that this would offer some protection to surrounding property owners in the event the property is sold. Council also requested amending the Zoning Ordinance to allow a recycling facility with a Specific Use Permit within the B-2 zoning.

Council Member Gonzales moved to approve the Ordinance as presented and Council Member Osborn seconded the motion. VOTE: Three voted AYE. Motion passed.

ORDINANCE NO. 2010-21

AN ORDINANCE CHANGING THE ZONING TO ANNEXED AREAS AS SHOWN ON ORDINANCES 2009-33 AND 2009-34; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF TAYLOR, TEXAS, TO SHOW THE ZONING CHANGES ADOPTED HEREIN; PROVIDING A SAVINGS CLAUSE.

11. CONSIDER INTRODUCING ORDINANCE 2010-30 REGARDING ANNEXATION OF PROPERTIES NORTHWEST OF TAYLOR ON THE EAST SIDE OF CR 101 AND EAST OF TAYLOR ON BOTH SIDES OF FM 619.

Mr. Elsdén provided Council with current maps of land under consideration for annexation. He stated that twenty five development agreements have been signed with property owners

who have agriculturally exempt status. Council Member Osborn expressed his concern that the city continue to annex properties on the west side as far north as possible.

Without further discussion, Mayor Pro Tem McDonald asked Mr. Hejl to introduce the Ordinance.

ORDINANCE 2010-30

AN ORDINANCE OF THE CITY OF TAYLOR, TEXAS PROVIDING FOR THE ANNEXATION OF THE TRACT OF LAND HEREINAFTER MORE SPECIFICALLY DESCRIBED BY METES AND BOUNDS TO THE CITY OF TAYLOR, TEXAS FOR ALL MUNICIPAL PURPOSES; AND LOCATED WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF TAYLOR, TEXAS; PROVIDING FOR AN ANNEXATION SERVICE PLAN AND THE EXTENSION OF THE CORPORATE LIMITS OF THE CITY OF TAYLOR, TEXAS TO INCLUDE THE ANNEXED TRACT; PROVIDING FOR PARTIAL INVALIDITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR SAVINGS; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER OF THE CITY OF TAYLOR, TEXAS AND PROVIDING AN EFFECTIVE DATE.

12. CONSIDER AMENDING LEASE AGREEMENT WITH THE TAYLOR VOLUNTEER FIRE DEPARTMENT FOR THE VICTORIA STREET STATION.

Chief Ekiss presented a request to extend the current lease agreement with the Taylor Volunteer Fire Department (TVFD) for the use of Victoria Station. The current lease expires at the end of September and the TVFD has requested an extension for at least six more months while their new facility is under construction. The monthly rent had been renegotiated from \$500 to \$600 a month but Council Member Osborn did not see the need to raise the rent for such a short term lease.

Council Member Osborn moved to amend the lease to a six month period and maintain the \$500 a month rental fee. Council Member Gonzales seconded the motion. VOTE: Three voted AYE. Motion passed.

13. CONSIDER INTRODUCING ORDINANCE 2010-38 ADOPTING ECONOMIC DEVELOPMENT INCENTIVES FOR THE CITY OF TAYLOR.

Mr. Bob vanTil, Director of Community Development, presented a request to consider introducing an ordinance to renew the current economic development incentives already in place. Council Member Osborn questioned why the city would continue to offer abatements and asked staff to consider eliminating abatements and to increase the percentage of rebate on Type III projects in the Downtown area to raise the incentive to anyone interested in opening a business in this area.

Without further discussion, Mayor Pro Tem McDonald asked Mr. Hejl to introduce the Ordinance.

ORDINANCE 2010-38

AN ORDINANCE REPEALING ORDINANCE 2006-24; ADOPTING ECONOMIC DEVELOPMENT INCENTIVE POLICIES; PERMITTING TAX ABATEMENT AGREEMENTS FOR THE CITY OF TAYLOR; PROVIDING A SAVINGS CLAUSE; AND PROVIDING A REPEAL CLAUSE.

14. CONSIDER APPROVING TAYLOR ECONOMIC DEVELOPMENT CORPORATION BUDGET FOR 2010/2011 FISCAL YEAR.

Mr. Jason Ford, TEDC President, presented a budget approved by the TEDC Board. He noted that the budget for the upcoming year reflected a 6.5% increase over the past year and includes a 2% cost of living raise for staff.

Without further discussion, Council Member Gonzales moved to approve the TEDC budget as presented and Council Member Osborn seconded the motion. VOTE: Three voted AYE. Motion passed.

15. EXECUTIVE SESSION.

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

- East Williamson County Higher Education Center

Mayor Pro Tem McDonald announced that there was no need to adjourn into closed session.

16. CONSIDER ACTION FROM EXECUTIVE SESSION.

Executive Session was not held.

ADJOURN

With no further business; Mayor Pro Tem McDonald adjourned the meeting at 7:58 p.m.

John McDonald, Mayor Pro Tem

ATTEST:

Susan Brock, City Clerk



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

Agenda Item #: 2

Agenda Title: Approve Ordinance 2010-30 regarding annexation of properties northwest of Taylor on the east side of CR 101 and east of Taylor on both sides of FM 619.

Council Action to be taken: Approve by consent

Initiating Department(s): Community Development.

Staff Contact: John Elsdon, AICP, City Planner

1. INTRODUCTION/PURPOSE

The purpose of this item is to approve by consent Ordinance 2010-30 for the annexation areas described above.

2. DESCRIPTION/ JUSTIFICATION

Annexation is a critical right of municipalities in order to expand their tax base and provide the services expected of them by its citizens. Physical growth of the City is also a crucial economic development tool. As communities grow in population, cities must also grow in size to maintain a reasonable standard of living. The most obvious is the expansion of the tax base in order to keep pace with the financial demand to provide services.

The two areas proposed for annexation are:

1. Northwest of Taylor, continuing to the City's ETJ, east of CR 101, consisting of 17 parcels, 450 acres, (all agriculturally exempt except for a private roadway), 6 homes, and under 20 residents.
2. East of Taylor, west and east of FM 619, consisting of 26 parcels (11 agriculturally exempt parcels), 170 acres (89% of which is agriculturally exempt), 15 homes, and under 45 residents.

All property owners that have an exemption (agricultural, timber, conservation) were mailed a Development Agreement allowing them to opt-out of the annexation for up to 15 years by agreeing not to develop their property. An exception to the development requirement relates to agricultural development, such as a shed or barn, etc.

Development Agreements were signed which represent 25 of the 43 parcels. Only 3 of the agriculturally exempt properties did not sign the Development Agreements, all in the west annexation area. The assessed value of the properties with signed Development

Agreements totals \$1,712,621. This can be seen on Attachments 13c (\$822,737) and 13e (\$889,884). The total assessed value of all parcels is \$3,461,766 – Attachment 13c (\$1,041,071) and 13e (\$2,420,695). All of the yellow labeled properties on Attachment 13e have signed Development Agreements, and 3 of the yellow labeled parcels on Attachment 13c also labeled red on the parcel number (Timmermann, Wendland and Oman) have not signed an Agreement.

Annexation law limits the City to annex no more than ten percent per year or 30 percent of its land area if the City has not annexed in the past three years. The City’s current size is 11,164 acres. These two proposed annexations are under the 10% per year maximum that a City is allowed to annex per state requirements.

In preparation of the public hearings, notices were sent to property owners being annexed, along with newspaper legals, web announcements, and notice to service providers, emergency medical providers, and the school district. Both of the required public hearings have been completed.

The City has prepared a Service Plan, which outlines how the City will provide services to the newly annexed area. These services include police and fire protection, solid waste pick-up, water, wastewater, fire protection, etc. The Service Plan is attached.

3. FINANCIAL/BUDGET

Not applicable at this time.

4. TIMELINE CONSIDERATIONS

This item was introduced at the August 24, 2010 council meeting.

5. RECOMMENDATION

Staff recommends that the Council approve Ordinance 2010-30.

6. REFERENCE FILES

- 2a. Annexation Service Plan
- 2aa. Ordinance 2010-30
- 2b. Annexation Steps and Schedule
- 2c. West annexation property data
- 2d. West annexation map
- 2da. West area showing annexed areas
- 2e. East annexation property data
- 2f. East annexation area map
- 2g. West annexation map and ETJ showing Chandler Road
- 2h. Complete overview of proposed Annexation Areas

City of Taylor Annexation Service Plan July 1, 2010

The following is a plan of how City services will be provided to proposed annexation areas, located adjacent to the present City limits. The services will be provided to the area according to the following plan upon annexation.

FIRE

Fire suppression will be available to the area upon annexation. Adequate fire suppression activities can be provided to the annexed area within current budget appropriation. Fire prevention activities will be provided by the Taylor Fire Department as needed.

POLICE

Upon annexation, the City of Taylor Police Department will extend regular and routine patrols to the annexed area. Implementation of police patrol activities can be accommodated within the current budget and staff appropriation.

EMERGENCY MEDICAL SERVICES

Emergency Medical Services will be provided by Williamson County EMS and the City of Taylor Fire Department as needed in accordance with City policies and state laws.

BUILDING INSPECTION

Building inspection, permit issuance, and code enforcement according to applicable codes and law will be conducted by the City upon annexation.

PLANNING AND ZONING

City development ordinances will apply upon annexation and the City will provide the administrative services pertaining to planning, zoning, development and routine City Code enforcement service by present personnel, equipment and facilities.

PARKS AND RECREATION

Upon annexation, current City parks and recreation facilities will be available to residents of the annexed area.

LIBRARY

Upon annexation, City library use will be available to residents of the annexed area according to rules promulgated by the City for library use.

HEALTH DEPARTMENT- HEALTH CODE ENFORCEMENT SERVICE

The Williamson County and Cities Health District and the City provide enforcement of the City health ordinances and regulations and the enforcement will apply upon annexation.

STREETS AND RIGHTS OF WAY

Maintenance of annexed streets and rights of way, as appropriate, will include emergency maintenance, repairs of hazardous potholes, and measures necessary for traffic flow; routine maintenance presently performed within the City; reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other improvements as needed and determined by the City under City policies; installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need is established by appropriate study and traffic standards and City policy; installation and maintenance of street lighting in accordance with established City policies.

WATER SERVICE AND MAINTENANCE OF WATER FACILITIES

Water service will be provided in accordance with the applicable codes and departmental policy. Inspection of water distribution lines will be provided under the statutes of the State of Texas. 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 the 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 annexed area at the expense of the developer in accordance with the then current development standards and subdivision regulations of the City.

SANITARY SEWER SERVICE AND MAINTENANCE

Sanitary sewer service will be provided in accordance with applicable codes and departmental policy as development occurs within the annexation area. 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 the 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 annexed area at the expense of the

developer thereof in accordance with the then current development standards and subdivision regulation of the City.

SOLID WASTE SERVICES

Solid waste collection and services now provided to the citizens of the City will be provided in accordance with applicable ordinances, policies and laws.

CAPITAL IMPROVEMENTS

No capital improvements are planned for the annexed area but if any are undertaken they will be initiated and substantially completed according to City policies and State law.

OTHER SERVICES

The annexed area will be provided a level of services, infrastructure, and infrastructure maintenance that is comparable to the level of service, infrastructure, and infrastructure maintenance in other parts of the City, with topography, land use, and population density similar to those reasonably contemplated or projected in the annexed area and as required by law.

If you have any questions or concerns, please call John Elsdon, City Planner, at 512-365-3863, or email at john.elsden@taylortx.gov

ORDINANCE 2010-30

AN ORDINANCE OF THE CITY OF TAYLOR, TEXAS PROVIDING FOR THE ANNEXATION OF THE TRACT OF LAND HEREINAFTER MORE SPECIFICALLY DESCRIBED BY METES AND BOUNDS TO THE CITY OF TAYLOR, TEXAS FOR ALL MUNICIPAL PURPOSES; AND LOCATED WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF TAYLOR, TEXAS; PROVIDING FOR AN ANNEXATION SERVICE PLAN AND THE EXTENSION OF THE CORPORATE LIMITS OF THE CITY OF TAYLOR, TEXAS TO INCLUDE THE ANNEXED TRACT; PROVIDING FOR PARTIAL INVALIDITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR SAVINGS; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER OF THE CITY OF TAYLOR, TEXAS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Taylor, Texas is a Home Rule City as defined by the TEXAS LOCAL GOVERNMENT CODE (hereinafter referred to as "LGC"); and

WHEREAS, an area to be annexed more fully described in Exhibit "A" attached hereto and incorporated by reference herein for all purposes is located within the extraterritorial jurisdiction of and is lying and is adjacent to the present corporate limits of the City of Taylor, Texas("Area"); and

WHEREAS, under LGC, the Taylor, Texas City Charter, and other applicable provisions of Texas law, the City of Taylor, Texas and the Taylor City Council as the governing body of the municipality is authorized to annex the Area; and

WHEREAS, the City Council of the City of Taylor, Texas mailed notices regarding the annexation to all owners within the Area, to utilities, school districts, fire departments, and railroads providing services within the Area, established first and second public hearing dates on the annexation, and provided such other notice and complied with provisions for annexation required under the LGC and as otherwise required by law; and

WHEREAS, the City of Taylor, Texas prepared a service plan for the extension of municipal services into the Area to be annexed and the plan was proposed by the City Council of Taylor, Texas prior to the first public hearing on the annexation and was thereafter available, and

WHEREAS, all notices, publications, and hearings have been duly given or held as required by the LGC and no written protest to the annexation was filed with City Clerk of Taylor, Texas; and

WHEREAS, the City has mailed all property owners who have an agreement a Development Agreement which may exempt them from annexation for up to 15 years if they follow the terms of the agreement; and

WHEREAS, institution of annexation proceedings and the presentation and introduction of this Ordinance in such forms as it may be finally passed occurred within the periods of time and methods prescribed by law,

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

SECTION 1.

The above and foregoing preamble is true and correct and is incorporated herein and made a part hereof for all purposes.

SECTION 2.

That the hereinafter described tract of land (Area) which lies within Williamson County, Texas and is within the extraterritorial limits of, is adjacent to and is contiguous to the present corporate limits of the City of Taylor, Texas is hereby annexed to the City of Taylor, Texas for all municipal purposes and the corporate lines and limits of the City of Taylor, Texas are hereby extended to include the Area, which is more particularly described by metes and bounds in Exhibit "A", save and except those properties that include a Development Agreement and are defined by legal descriptions herein.

SECTION 3.

That the Area annexed herein shall bear its pro-rata part of the taxes assessed by the City of Taylor, Texas.

SECTION 4.

That the inhabitants of the Area hereby annexed to the City of Taylor, Texas shall be entitled to all the rights and privileges of the citizens of the City of Taylor, Texas and shall be bound by the acts, ordinances, codes, resolutions and regulations of the City of Taylor, Texas.

SECTION 5.

It is not the intention of the City of Taylor, Texas to annex any territory or area not legally subject to annexation by the City, and should any portion of the above-described Area not be subject to legal annexation by the City of Taylor, Texas such fact shall not prevent the City from annexing such Area, above-described, which is subject to legal annexation by the City, and it is the intention of the City to annex only such territory or area that it may legally annex within the limits of the above-described Area.

SECTION 6.

The Annexation Service Plan which is attached to this Ordinance as Exhibit "B" is hereby approved and incorporated by reference herein as part of the Ordinance.

SECTION 7.

It is hereby declared to be the intention of the City Council of the City of Taylor, Texas that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance should be declared

unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this Ordinance, since the same would have been enacted by the City Council without incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section.

SECTION 8.

All rights and remedies of the City of Taylor, Texas are expressly saved as to any and all violations of the provisions of any Ordinances affecting annexations, 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 9.

The City Clerk of the City of Taylor, Texas is hereby directed to engross and enroll this Ordinance by copying the exact Caption and the Effective Date clause in the minutes of the City Council of the City of Taylor, Texas and by filing this Ordinance in the Ordinance records of the City.

SECTION 10.

The City Clerk of the City of Taylor, Texas is directed to publish in the Official Newspaper of the City of Taylor, Texas the Caption and the Effective Date of this Ordinance for two (2) days.

SECTION 11.

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

In accordance with Article VIII, Section 1, of the City Charter, Ordinance No. 2010-30 was introduced before the Taylor City Council on the 24th day of August, 2010.

PASSED, APPROVED and ADOPTED this the 9th day of September, 2010.

John McDonald, Mayor Pro Tem
City of Taylor

ATTEST:

Susan Brock, City Clerk

Approved as to Form:

Ted W. Hejl, City Attorney

EXHIBIT A

STATE OF TEXAS

COUNTY OF WILLIAMSON

EAST PROPOSAL ANNEXATION AREA 2010 183.677 ACRES

These notes describe that certain tract of land located in Williamson County, Texas adjacent to the existing City Limit Boundary of Taylor, Texas; subject tract impacts the following:

- “20.3 Acres” Cecilia Thonig Hannan
- “48.97Acres” Larry & Katy Safarik, Arnie & Paula Safarik
- “3.775Acres” Larry & Katy W. Safarik
- “0.502 Acre” Willie Jay Jones & Kristie Kruse
- “0.496 Acre” Ricky G. Matetzschk & Jeanette Matetzschk
- “0.5165 Acre” Garry w. Preusse
- “56.295 Acres” Robert E. Prasatik
- “4.0 Acres” Timothy & Glenda Stence
- “1.064 Acres” Adolph L. Vittek
- “1.500 Acres” Betty T. Brown
- “0.6284 Acre” Edmund S. Tate, Jr.
- “4.0 Acres” SPJST, Lodge #29
- “57.385 Acres” Julian M. & Shirley A. Kosh
- “0.267 Acre” Michael J. & Carolyn Ann Harrington
- “0.34 Acre” Paul Pasemann, Jr.
- “0.68 Acre” Cindy Buzan, et al
- “0.34 Acre” Willie P. Meyer
- “1.090 Acres” Harlan Raesz
- “24.446 Acres” Herbert A. Kaiser
- County Road 412 Williamson County
- FM 619 State of Texas
- Old Thorndale Road Williamson County

Subject description being prepared under the direct supervision of Bruce Lane Bryan,

Registered Professional Land Surveyor No. 4249, on July 21, 2010, and being more fully

described as follows:

BEGINNING at the Southeast corner of subject tract same being an exterior corner of the current City of Taylor City Limits (**Latitude: 30°35'08.90103"**, **Longitude: 97°22'25.84284"**);

THENCE South 68°36'27" West, with the current City of Taylor City Limits, for a distance of **1,819.95 feet**, to a point in the West right-of-way (R.O.W.) of FM 619 and being an exterior corner of herein described tract;

THENCE North 21°48'26" West, with said West R.O.W. of FM 619 and the current City of Taylor City Limits, for a distance of **1,008.34 feet**, to a point in the South R.O.W. of Old Thorndale Road same being an interior corner of herein described tract;

THENCE South 69°16'21" West, leaving said West R.O.W. of FM 619 with the said South R.O.W. of Old Thorndale Road and the current City of Taylor City Limits, for a distance of **733.55 feet**, to an interior corner of herein described tract;

THENCE South 20°45'28" East, leaving said South R.O.W. of Old Thorndale Road along the current City of Taylor City Limits, for a distance of **579.59 feet**, to an exterior corner of herein described tract;

THENCE South 69°11'53" West, along the current City of Taylor City Limits, for a distance of **529.14 feet**, to an exterior corner of herein described tract;

THENCE North 21°29'15" West, along the current City of Taylor City Limits over and across aforesaid Old Thorndale Road, for a distance of **630.30 feet**, to a point in the North R.O.W. and being an exterior corner of herein described tract;

THENCE North 68°26'03" East, with the North R.O.W. of said Old Thorndale Road and the current City of Taylor City Limits, for a distance of **133.83 feet** to an interior point of herein described tract;

THENCE North 21°35'53" West, leaving said North R.O.W. of Old Thorndale Road and continuing along the current City of Taylor City Limits, for a distance of **134.97 feet**, to an exterior point of herein described tract;

THENCE North 23°12'27" West, continuing with said current City of Taylor City Limits, for a distance of **222.16 feet**, to an interior corner of herein described tract;

THENCE South 69°22'04" West, continuing with said current City of Taylor City Limits, for a distance of **20.39 feet**, to an exterior corner of herein described tract;

THENCE North 06°44'59" West, continuing with said current City of Taylor City Limits, for a distance of **2,789.75 feet**, to an exterior corner of herein described tract;

THENCE North 68°38'18" East, leaving said City of Taylor City Limits for a distance of **880.50 feet**, to a point in the East R.O.W. of aforesaid FM 619 and being an exterior corner of herein described tract;

THENCE South 20°22'31" East, along said East right-of-way of FM 619 for a distance of **760.19 feet**, to an exterior corner of herein described tract;

THENCE South 07°00'10" East, continuing with said East right-of-way of FM 619 for a distance of **183.73 feet**, to an interior corner of herein described tract;

THENCE South 09°08'42" East, continuing with said East right-of-way of FM 619, for a distance of **1,110.98 feet**, to northwest cut-back corner of County Road 412 and being an interior corner of herein described tract;

THENCE South 61°19'45" East, along said cut-back for County Road 412, for a distance of **58.02 feet**, to the southeast cut-back corner in the North R.O.W. of said County Road 412 and being an interior corner of herein described tract;

THENCE North 68°08'07" East, along said North R.O.W of County Road 412, for a distance of **2,210.60 feet**, to the most easterly northeast corner of herein described tract;

THENCE South 26°18'22" East, leaving said North R.O.W. of County Road 412, for a distance of **91.05 feet**, to a point in the South R.O.W. of said County Road 412 and being an exterior corner of herein described tract;

THENCE South 04°55'39" East, leaving said South R.O.W. of County Road 412 along the East property line of subject tract, for a distance of **586.54 feet**, to an interior corner of herein described tract;

THENCE South 06°08'35" East, continuing along the East property line of subject tract for a distance of **1,478.24 feet** to the **PLACE OF BEGINNING** containing according to the dimensions herein stated an area of **183.677 Acres** of land.

PROPOSED WEST ANNEXATION AREA
472.063 ACRES

These notes describe that certain tract of land located in Williamson County, Texas adjacent to the existing City Limit Boundary of Taylor, Texas; subject tract impacts the following:

- “46.99 Acres” David L. and Helen J. Carson
- “46.99 Acres” Wendy Ann and Ryan Wendland
- “1.00 Acre” Helen J. Carson, et al
- “51.49 Acres” Sam J. McFarlin

- “4.290 Acres” Sam J. McFarlin
- “4.000 Acres” Sam J. McFarlin
- “116.170 Acres” Joanne Rummel Trustee of the Joanne Rummel Trust
- “16.000 Acres” Wayne & Ramona Garman
- “10.000 Acres” Ara Vidal & Hollenback
- “57.96 Acres” David L. & M Shawn & Troy L. Oman
- “16.1 Acres” Mark S. & Melissa N Oman
- “5.000 Acres” Alvin Patschke Jr.
- “5.000 Acres” Alvin Patschke Jr.
- “10.000 Acres” Eugene Kokes
- “338.192 Acres” Terrell Timmermann
- County Road 369 Williamson County
- County Road 101 Williamson County

Subject description being prepared under the direct supervision of Bruce Lane Bryan, Registered Professional Land Surveyor No. 4249, on July 21, 2010, and being more fully described as follows:

BEGINNING at a point in the East line of a called Oman “16.1 Acres”, same being an upper Northeast corner of the Westernmost current City of Taylor City Limit Boundary, Lat: 30°34’55.20013, Long: 97°29’01.97997;

THENCE South 68°33’27” West with a North line of said City of Taylor City Limit Boundary, a distance of **1002.52 feet** to a point of commencement of a curve to the left and continuing with said City of Taylor City Limit Boundary;

A radius of 5705.67 feet, Arc Length of 2915.92 feet, bears **South 50°16’10” West**, with a **Chord distance of 2884.27 feet** to the point of terminus in the West right-of-way line of County Road No. 101;

THENCE North 22°07’08” West, with said right-of-way a distance of **5753.20 feet** to a point for the Northwest corner of subject;

THENCE North 56°05’08” East, leaving and crossing said right-of-way for a distance of **1367.79 feet** to a point in the North line of subject same being the point of commencement of a curve to the right;

A radius of 10018.61 feet; Arc Length of 1736.42 feet, bears **North 64°31’53” East**, with a **Chord distance of 1734.25 feet**, to the point of terminus;

THENCE North 68°16’27” East, for a distance of **784.10 feet** to a point for the Northeast corner of subject;

THENCE South 21°37’09” East, for a distance of **3987.89 feet** to a point in the North right-of-way of County Road No. 369, same being the Southeast corner of a

called Timmermann "338.192 Acres", for an exterior corner of subject;

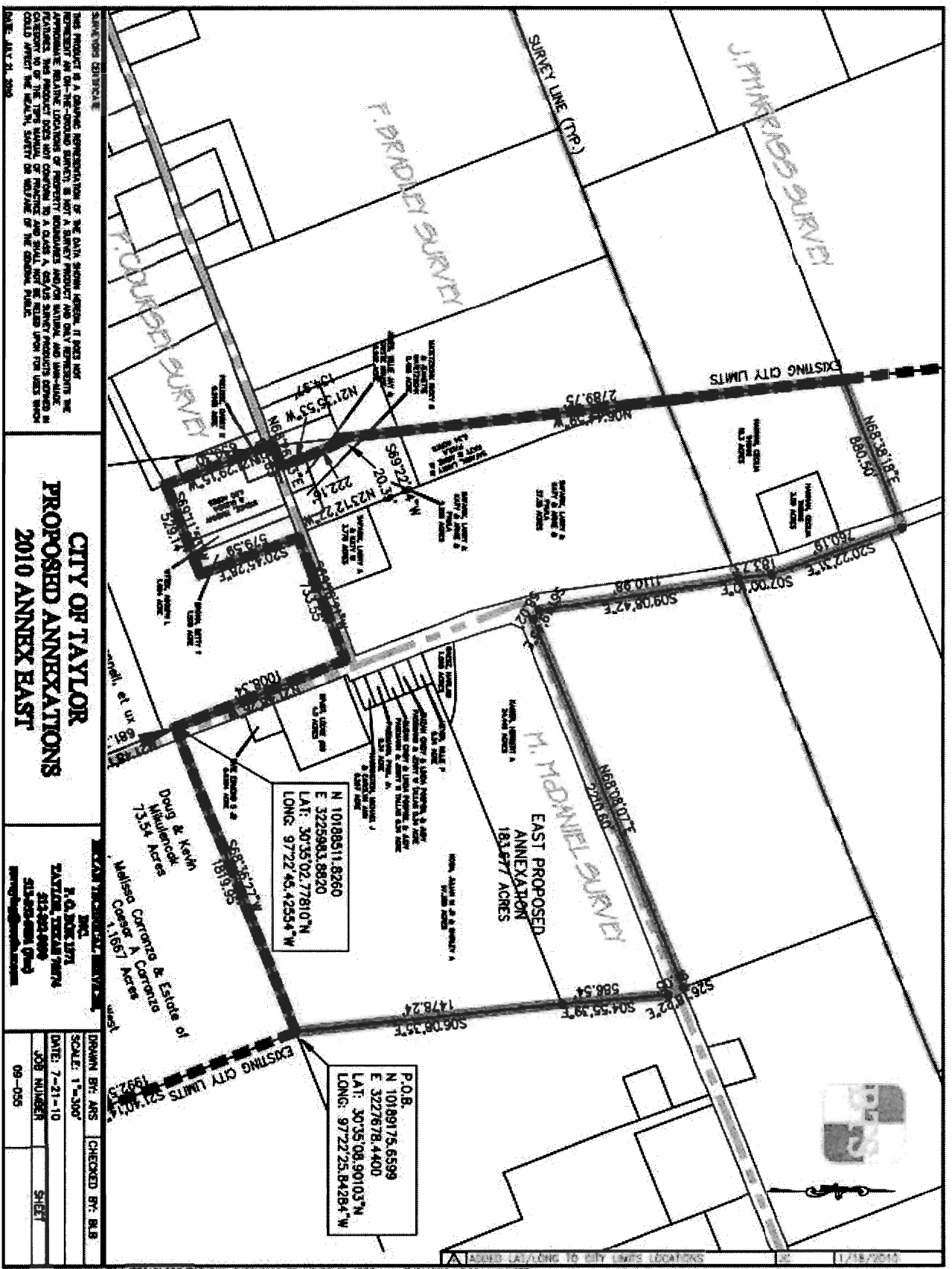
THENCE South 28°15'13" West, crossing said right-of-way for a distance of **82.16 feet** to a point in the South right-of-way of County Road No. 369, for an interior corner of subject;

THENCE South 21°54'02" East, for a distance of **1227.78 feet** to the **PLACE OF BEGINNING**, containing according to the dimensions herein stated an area of **472.063 Acres**.

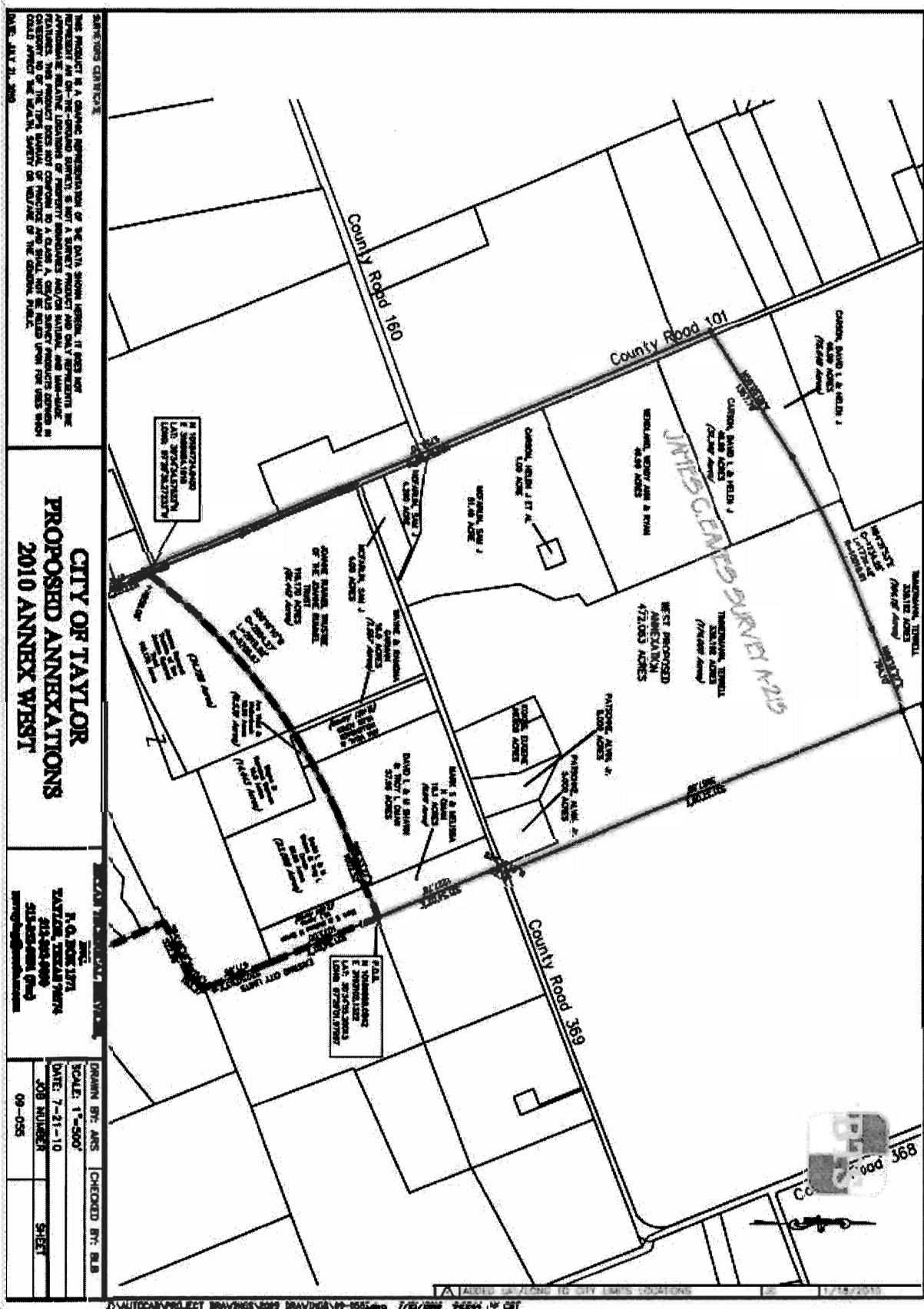
Surveyor's Note: This description does not represent an on-the-ground survey, is not a survey product and only represents the approximate relative locations of property boundaries and/or natural and man-made features. This description does not conform to a class "A", GIS/LIS survey products as defined in category 10 of the TSPS manual of practice and shall not be relied upon for uses which could affect the health, safety or welfare of the general public. Map produced in conjunction with this description must be used to determine parcel location within herein described boundary.

Bruce Lane Bryan

Registered Professional Land Surveyor No. 4249



SWITZERLAND PROJECT DRAWING 2009 DRAWING 09-0006.dwg 7/21/2010 9:24:44 AM CBT



AUTOCAD PROJECT DRAWING 2009 DRAWING 00-005.dwg 1/24/2009 7:24:44 AM CBT

2010 ANNEXYATION SCHEDULE

LGC SECTION	STEP	ACTION	NOTE	SCHEDULE
	1	Council authorizes annexation to proceed	Council Meeting	June 10, 2010
	2	Survey of Land (BTS)	After annexation initiation	June 11, 2010
43.035	3	Mail Development Agreements	After annexation initiation	June 18, 2010
	4	Mail annexation letters to property owners who are not agriculturally exempt	After annexation initiation	June 18, 2010
43.0561	5	Last day to send all notices	Property owners, utilities, Rail Road, etc	June 18, 2010
43.0561	6	Last day to send notice to newspaper for notice #1	Minimum of one day prior to publication	July 9, 2010
43.056	7	Service Plan is available		July 27, 2010
43.0561	8	#1 Notice is posted on the City's website	Must be posted no more than 20 days and no less than 10 days prior to public hearing	July 13, 2010
43.0561	9	Send first notice to TISD	Must be sent no more than 20 but no less than 11 days before the PH#1	July 13, 2010
43.0561	10	#1 Notice appears in the newspaper	Must be published no more than 20 days and no less than 10 days prior to public hearing	July 13, 2010
43.0561	11	Last day to send notice to newspaper for notice #2	Minimum of one day prior to publication	July 27, 2010
	12	Deadline to receive Development Agreements		July 19, 2010
43.0561	13	#2 Notice is posted on the City's website	Must be posted no more than 20 days and no less than 10 days prior to public hearing #2	July 29, 2010
43.0561	14	Send second notice to TISD	Must be sent no more than 20 but no less than 11 days before the PH#2	July 29, 2010
43.0561	15	#2 Notice appears in the newspaper	Must be published no more than 20 days and no less than 10 days prior to public hearing #2	July 29, 2010
	16	Prep TL for public hearing #1		July 19, 2010
43.0561	17	Conduct public hearing #1	Must be a minimum of 30 days from when the notices were sent out. Service plan must be available at this meeting	July 27, 2010
	18	Prep TL for public hearing #2		August 2, 2010
43.0561	19	Conduct public hearing #2 - CC Approves Development Agreements	Must be a minimum of 30 days from when the notices were sent out. Service plan must be available at this meeting	August 12, 2010
43.056	20	Begin Land use Planning	Leads up to rezoning after annexation	September 2, 2010
	21	Write annexation ordinance		August 16, 2010
	22	Write TL for introduction of ordinance		August 16, 2010

2010 ANNEXATION SCHEDULE

	23	Introduce ordinance	Must be no more than 40 days or less than 20 days from the first public hearing.	August 24, 2010
	24	Write TL for adoption of ordinance		September 1, 2010
	25	Adopt ordinance	Must a maximum of 90 days from the date the ordinance was introduced.	September 9, 2010
	26	Complete Future Land Use Planning		December 1, 2010

	PIN	Acreage	NAME	ADDRESS	CITY	STAZIP	LEGAL	AG
1	R019166	63.6381	JOANNE RUMMEL	506 PORTER ST	TAYLOR TX	76574	AW 213 J C EAVES SUR 83.464 ACRES	AG USE
2	R020464	3.0000	SAM J MCFARLIN	51 CR 369	TAYLOR TX	76574	AW 213 J C EAVES SUR 3.0 ACRES	AG USE
3	R020465	1.0000	SAM J MCFARLIN	51 CR 369	TAYLOR TX	76574	AW 213 J C EAVES SUR 1.0 ACRES	AG assoc
4	R020470	5.0000	ALVIN PATSCHKE, JR.	601 CR 369	TAYLOR TX	76574	AW 213 J C EAVES SUR 5.0 ACRES	AG USE
5	R020471	174.3797	TERRELL TIMMERMAN	P O BOX 4784	AUSTIN TX	78765	AW 213 J C EAVES SUR 338.12 ACRES	AG USE
6	R020473	51.4900	SAM J MCFARLIN	51 CR 369	TAYLOR TX	76574	AW 213 J C EAVES SUR 51.49 ACRES	AG USE
7	R020474	1.0000	HELEN CARSON	1085 CR 101	HUTTO TX	78634	AW 213 J C EAVES SUR 1.0 ACRES	AG Assoc
8	R020476	5.0000	ALVIN PATSCHKE, JR.	601 CR 369	TAYLOR TX	76574	AW 213 J C EAVES SUR 5.0 ACRES	AG USE
9	R020477	1.0000	EUGENE KOKES	451 CR 369	TAYLOR TX	76574	AW 213 J C EAVES SUR 1.0 ACRES	AG Assoc
10	R020478	9.0000	EUGENE KOKES	451 CR 369	TAYLOR TX	76574	AW 213 J C EAVES SUR 9.0 ACRES	AG USE
11	R091956	2.0000	JOANNE RUMMEL	506 PORTER ST	TAYLOR TX	76574	AW0213 Eaves, J.c. Sur., ACRES 2	AG Assoc
12	R095795	4.2900	SAM J MCFARLIN	51 CR 369	TAYLOR TX	76574	AW 213 J C EAVES SUR 4.290 ACRES	AG USE
13	R321836	46.9900	WENDY ANN & RYAN A WENDLANI	10712 CHIPPENH	AUSTIN TX	78748	AW 213 J C EAVES SUR 46.99 ACRES	AG USE
14	R321838	32.3060	DAVID L & HELEN J CARSON	1085 CR 101	HUTTO TX	78634	AW 213 J C EAVES SUR 46.99 ACRES	AG USE
15	R430209	8.3160	DAVID OMAN	P O BOX 157	HUTTO TX	78634	AW 213 J C EAVES SUR 9.579 ACRES	AG USE
16	R462610	8.0481	MARK OMAN	600 CR 369	TAYLOR TX	76574	AW 213 J C EAVES SUR 8.578 ACRES	AG USE
17	R462612	32.8701	OMAN, DAVID L & M SHAWN & TR	PO BOX 157	HUTTO TX	78634	AW0213 Eaves, J.c. Sur., ACRES 534.92	AG USE
18	R504804	1.4410	WAYNE & RAMONA GARMAN	400 CR 369	TAYLOR TX	76574	AW J C EAVES SUR 1.441 ACRES	
		<u>450.7690</u>						

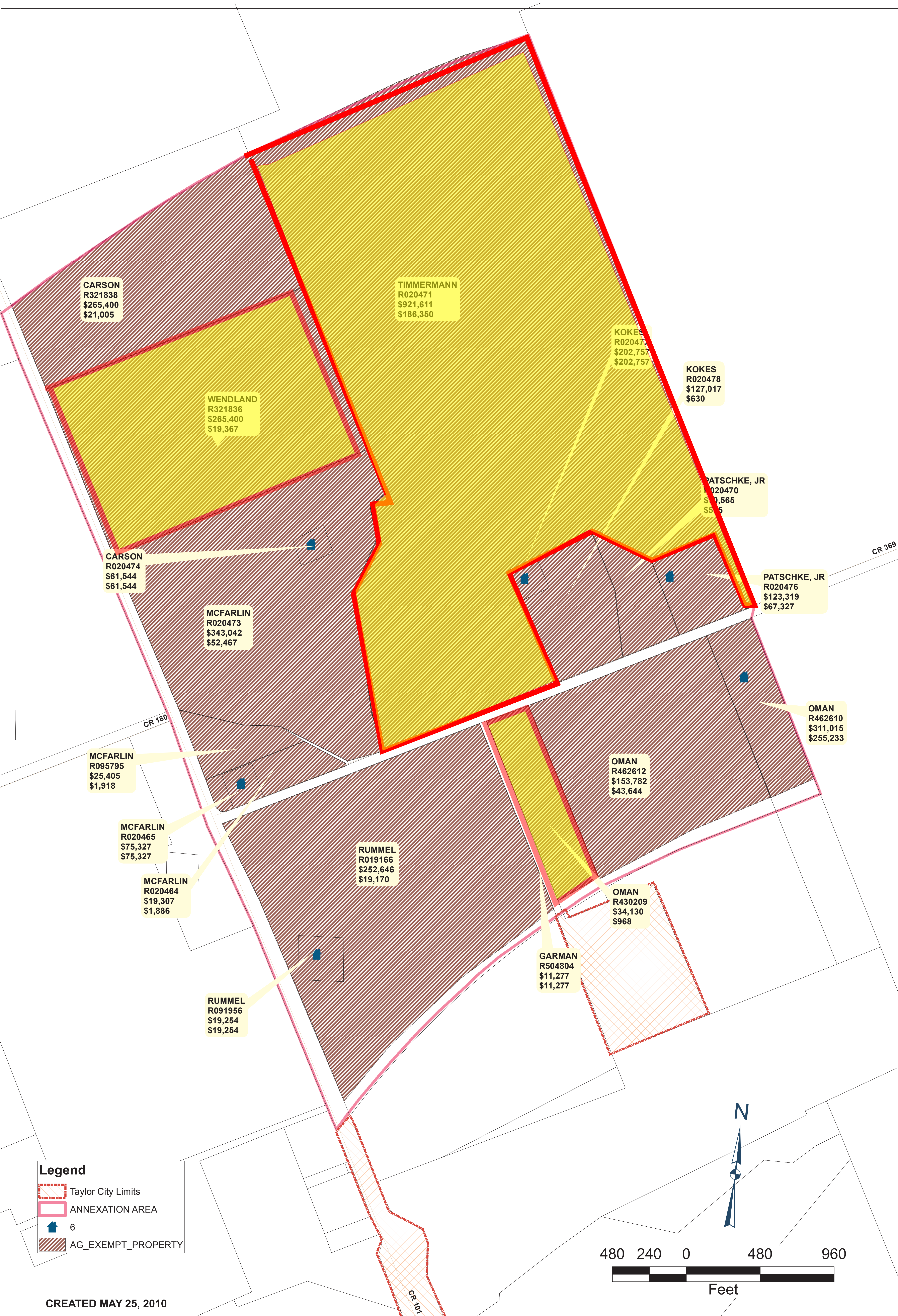
822737

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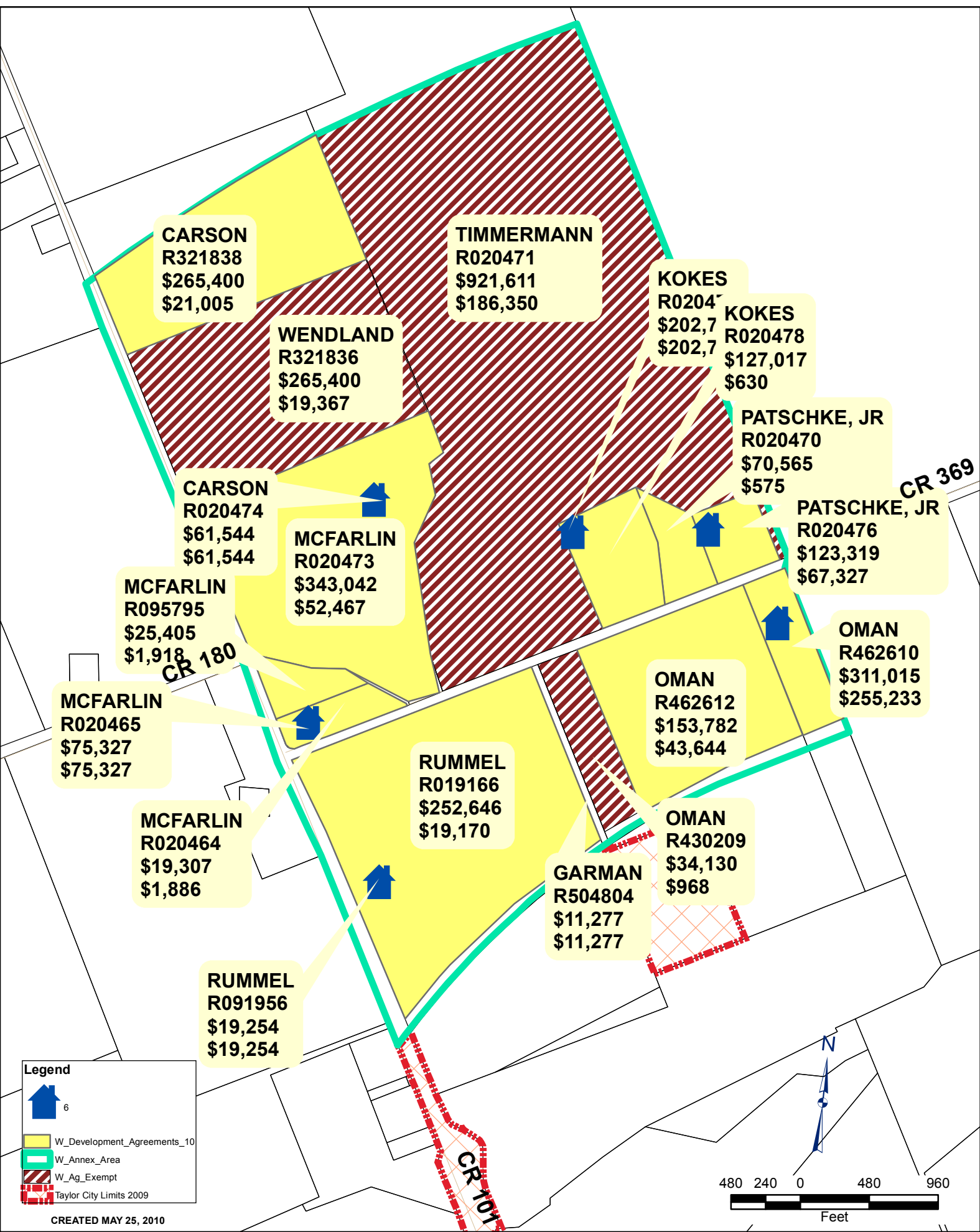
YEAR	MARKET	ASSESSED	SITUS ADDRESS
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2010	\$252,646	\$19,170	5101 CR 101 TAYLOR, TX
2010	\$19,307	\$1,886	51 CR 369 TAYLOR, TX
2010	\$75,327	\$75,327	51 CR 369 TAYLOR, TX
2010	\$70,565	\$575	601 CR 369 TAYLOR, TX
2010	\$921,611	\$186,350	CR 368 HUTTO, TX 78634
2010	\$343,042	\$52,467	201 CR 369 TAYLOR, TX
2010	\$61,544	\$61,544	201 CR 369 TAYLOR, TX
2010	\$123,319	\$67,327	601 CR 369 TAYLOR, TX
2010	\$202,757	\$202,757	451 CR 369 TAYLOR, TX
2010	\$127,017	\$630	451 CR 369 TAYLOR, TX
2010	\$19,254	\$19,254	5101 CR 101 TAYLOR, TX
2010	\$25,405	\$1,918	101 CR 369 HUTTO, TX 78634
2010	\$265,400	\$19,739	CR 369 HUTTO, TX 78634
2010	\$265,400	\$21,005	CR 369 HUTTO, TX 78634
2010	\$34,130	\$968	CR 369 TAYLOR, TX
2010	\$311,015	\$255,233	600 CR 369 TAYLOR, TX
2010	\$153,782	\$43,644	450 CR 369 TAYLOR, TX
2010	\$11,277	\$11,277	CR 369 TAYLOR, TX
	<u>\$3,282,798</u>	<u>\$1,041,071</u>	

West Proposed Annexation Area 2010



WEST PROPOSED ANNEXATION AREA 2010



PIN	AcreS	NAME	ADDRESS	CITY	STATE	ZIP	LEGAL	AG ACRES	AG	YEAR	MARKET	ASSESSED	HOME
R006133	0.5186	GARRY PREUSSE	2610 OLD THORNDALE RD	TAYLOR	TX	76574	P COURSEY SUR 0.5165 ACRES			2010	\$122,180	\$122,180	X
R006153	1.064	ADOLPH L. VITTEK	2700 OLD THORNDALE RD	TAYLOR	TX	76574	P COURSEY SUR 1.064 ACRES			2010	\$132,842	\$132,842	X
R006154	3.54	TIMOTHY STENCE	1001 W 2ND ST	TAYLOR	TX	76574	P COURSEY SUR 3.54 ACRES			2010	\$32,111	\$32,111	
R006155	1.5	BETTY BROWN	2708 OLD THORNDALE RD	TAYLOR	TX	76574	P COURSEY SUR 1.5 ACRES			2010	\$110,725	\$110,775	X
R006455	1.09	HARLAN RAESZ	4901 FM 619	TAYLOR	TX	76574	M MCDANIEL SUR 1.090 ACRES			2010	\$127,853	\$127,853	X
R006456	0.6284	EMOND TATE, JR	5101 FM 619	TAYLOR	TX	76574	M MCDANIEL SUR 0.628 ACRES			2010	\$96,827	\$88,777	X
R006457	0.34	WILLIE MEYER	4951 FM 619	TAYLOR	TX	76574	M MCDANIEL SUR 0.34 ACRES			2010	\$97,599	\$89,065	X
R006458	0.267	MICHAEL HARRINGTON	5001 FM 619	TAYLOR	TX	76574	M MCDANIEL SUR 0.267 ACRES			2010	\$122,415	\$122,415	X
R006459	4	SPJST LODGE #29	P O BOX 69	TAYLOR	TX	76574	M MCDANIEL SUR 4.0 ACRES			2010	\$182,132	\$182,132	
R006460	0.34	CINDY BUZAN et al	8921 HACHITA AVE	AUSTIN	TX	78749	M MCDANIEL SUR 0.34 ACRES			2010	\$108,900	\$108,900	X
R006461	57.385	JULIAN KOSH	5009 FM 619	TAYLOR	TX	76574	M MCDANIEL SUR 57.385 ACRES	57.385	AG USE	2010	\$461,435	\$272,375	X
R006466	23.446	HERBERT KAISER	250 CR 412	TAYLOR	TX	76574	M MCDANIEL SUR 23.446 ACRES	23.446	AG USE	2010	\$108,696	\$9,349	
R006467	1	HERBERT KAISER	250 CR 412	TAYLOR	TX	76574	M MCDANIEL SUR 1.0 ACRES	1	AG ASSOC	2010	\$44,142	\$44,142	
R018824	0.496	RICKY MATETZSCHK	2703 OLD THORNDALE RD	TAYLOR	TX	76574	F BRADLEY SUR 0.496 ACRES			2010	\$137,843	\$137,843	X
R018826	37.38	LARRY A SAFARIK	2801 OLD THORNDALE RD	TAYLOR	TX	76574	F BRADLEY SUR 37.38 ACRES	37.38	AG USE	2010	\$130,419	\$16,549	
R018828	0.502	WILLIE J JONES	2617 OLD THORNDALE RD	TAYLOR	TX	76574	F BRADLEY SUR 0.502 ACRES			2010	\$87,937	\$87,937	X
R019500	16.3	CECILIA HANNAN	4400 FM 619	TAYLOR	TX	76574	J PHARRASS SUR 16.3 ACRES	16.3	AG USE	2010	\$63,669	\$8,086	
R019551	1	CECILIA HANNAN	4400 FM 619	TAYLOR	TX	76574	J PHARRASS SUR 1.0 ACRES	1	AG ASSOC	2010	\$93,803	\$93,803	X
R020026	3	CECILIA HANNAN	4400 FM 619	TAYLOR	TX	76574	J PHARRASS SUR 3.0 ACRES	3	AG USE	2010	\$112,983	\$106,163	X
R097837	0.46	TIMOTHY STENCE	1001 W 2ND ST	TAYLOR	TX	76574	P COURSEY SUR 0.46 ACRES			2010	\$131,361	\$131,361	X
R366964	3	LARRY A SAFARIK	2801 OLD THORNDALE RD	TAYLOR	TX	76574	F BRADLEY SUR 3.0 ACRES	3	AG USE	2010	\$316,206	\$309,513	X
R375840	0.34	CINDY BUZAN et al	8921 HACHITA AVE	AUSTIN	TX	78749	M MCDANIEL SUR 0.34 ACRES			2010	\$21,735	\$21,735	
R409587	0.34	PAUL PASEMANN, JR	8815 KERR DR	TOMBALL	TX	76574	M MCDANIEL SUR 0.34 ACRES			2010	\$34,885	\$34,885	
R418423	5.255	LARRY A SAFARIK	2801 OLD THORNDALE RD	TAYLOR	TX	76574	F BRADLEY SUR 5.255 ACRES	5.255	AG USE	2010	\$18,335	\$2,349	
R418424	6.34	LARRY A SAFARIK	2801 OLD THORNDALE RD	TAYLOR	TX	76574	F BRADLEY SUR 6.34 ACRES	6.34	AG USE	2010	\$22,120	\$2,834	
R498116	0.775	LARRY A SAFARIK	2801 OLD THORNDALE RD	TAYLOR	TX	76574	F BRADLEY SUR 0.775 ACRES	0.775	AG USE	2010	\$27,097	\$24,721	
								154.881			\$2,946,250	\$2,420,695	
								90.942%					
								15 homes					

SITUS ADDRESS

2610 OLD THORNDALE RD TAYLOR, TX
2700 OLD THORNDALE RD TAYLOR, TX
2620 OLD THORNDALE RD TAYLOR, TX
2708 OLD THORNDALE RD TAYLOR, TX
4901 FM 619 TAYLOR, TX
5101 FM 619 TAYLOR, TX
4951 FM 619 TAYLOR, TX
5101 FM619 THRALL, TX 76578
5025 FM 619 TAYLOR, TX
4961 FM 619 TAYLOR, TX

5009 FM 619 TAYLOR, TX
250 CR 412 TAYLOR, TX
250 CR 412 TAYLOR, TX

2703 OLD THORNDALE RD TAYLOR, TX

OLD THORNDALE RD TAYLOR, TX

2617 OLF THORNDALE RD TAYLOR, TX

FM 619 TAYLOR, TX
4400 FM 619 TAYLOR, TX
4600 FM 619 TAYLOR, TX

2620 OLD THORNDALE RD TAYLOR, TX

2801 OLD THORNDALE RD TAYLOR, TX

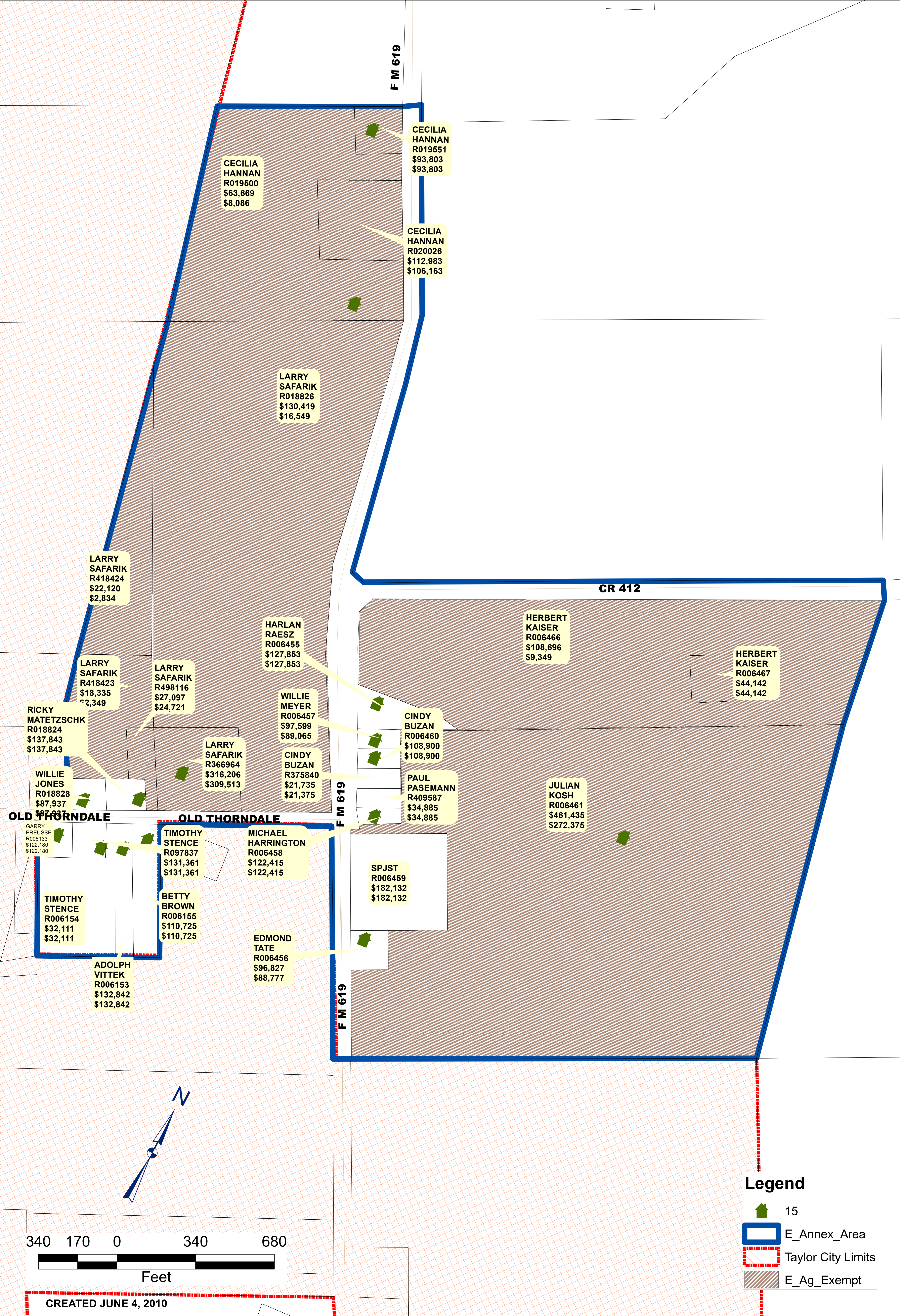
FM 619 TAYLOR, TX
FM 619 TAYLOR, TX

OLD THORNDALE RD TAYLOR, TX
2609 OLD THORNDALE RD TAYLOR, TX
OLD THORNDALE RD TAYLOR, TX

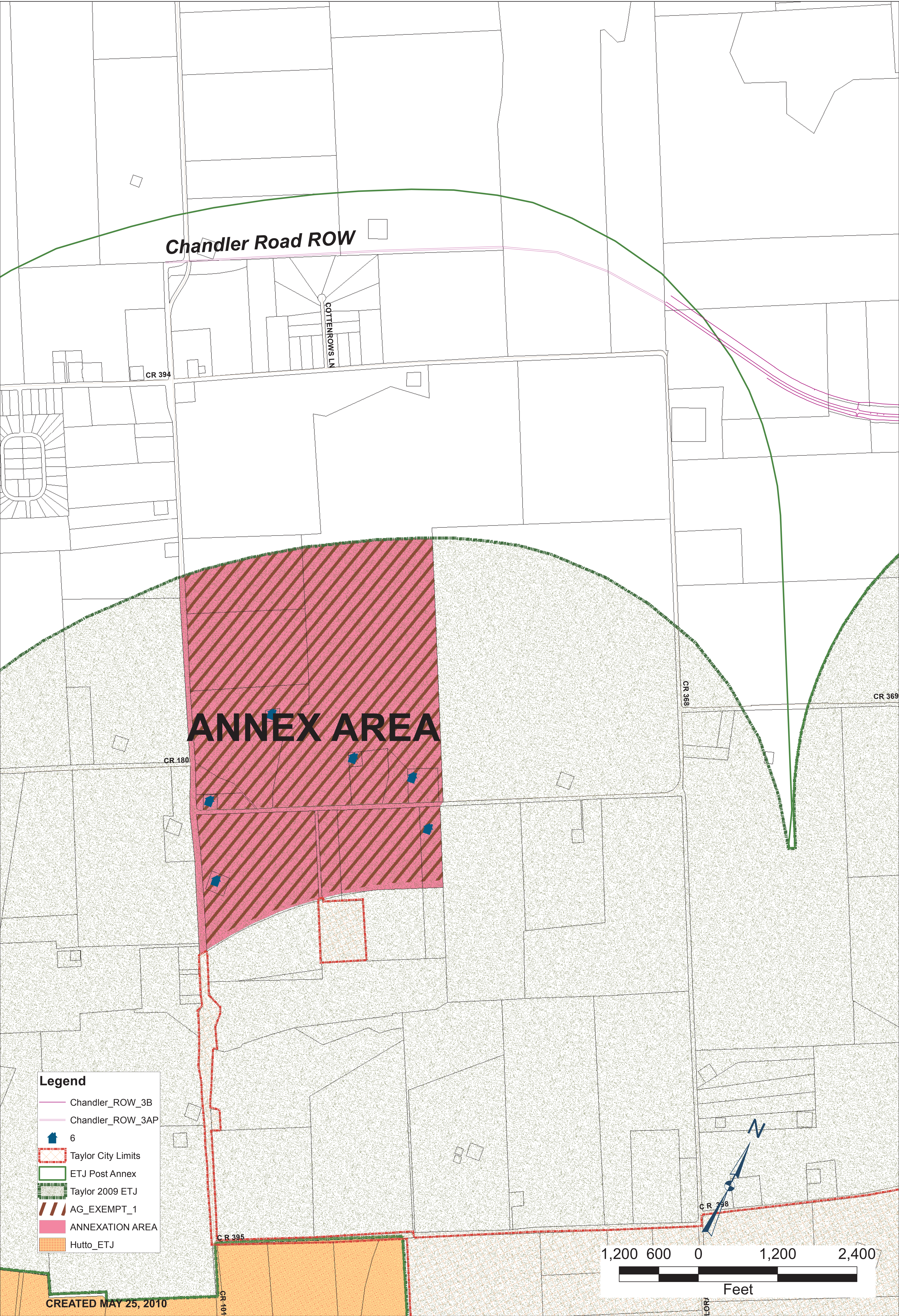
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Total DA = \$889,884

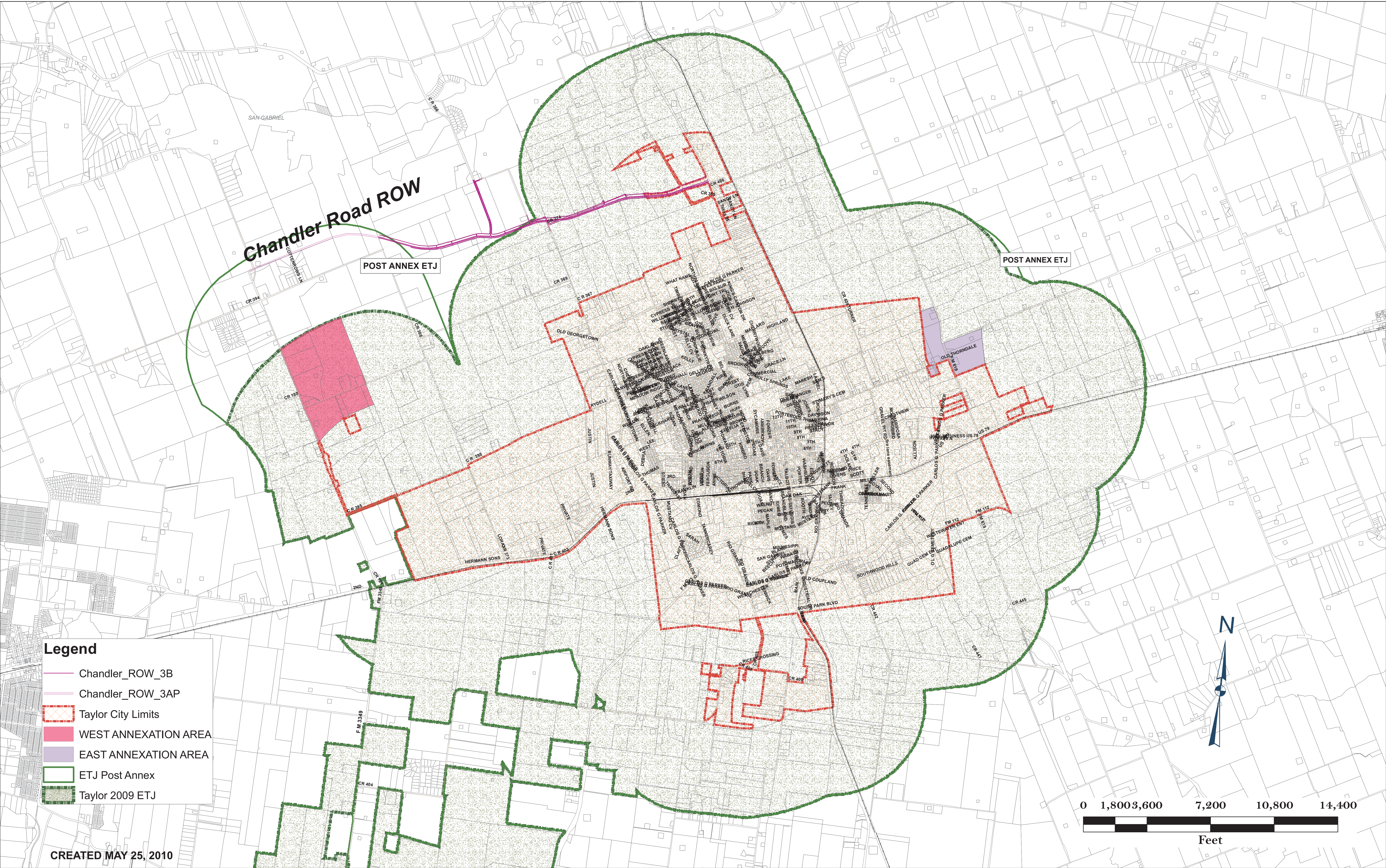
East Proposed Annexation Area 2010



West **Proposed Annexation Area 2010**



PROPOSED ANNEXATION AREA 2010





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

Agenda Item #: 3

Agenda Title: Authorize the City Manager to sign Development Agreements for properties with Agricultural Exemptions as described in Ordinance 2010-30.

Council Action to be taken: Authorize City Manager to sign Development Agreements

Initiating Department(s): City Manager, Public Works, Engineering, and Community Development.

Staff Contact: John Elsdon, AICP, City Planner

1. INTRODUCTION/PURPOSE

The Local Government Code requires cities to offer Development Agreements to property owners with agricultural exemptions during the annexation process. The Development Agreement exempts their properties from annexation for 15 year periods, up to 45 years. An eligible property must decline the Development Agreement before it can be annexed.

Generally, the Development Agreement stipulates that if the property is developed it is automatically annexed into the city. In the mean time, the owner may continue to use the property in a way that maintains its exemption.

2. DESCRIPTION/ JUSTIFICATION

As part of this year's annexation, a total of 27 Developments were sent out.

As of July 19, 2010, which was the deadline for submittal of Development Agreements, 24 Agreements were received by the City, representing an assessed valuation of \$1,679,263.

3. FINANCIAL/BUDGET

Not applicable at this time.

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

Staff recommends that the Council authorize the City Manager to sign the Development Agreements for the 2010 annexation approved on September 9, 2010.

6. REFERENCE FILES

- 3a. Annex values for Ag Exempt Properties
- 3b. Development Agreements for 2010 Annexation

East Annex

PIN	ACRES	NAME	ADDRESS	CITY	STATE	ZIP	LEGAL	AG ACRES	AG	YEAR	MARKET	ASSESSED
R006133	0.5186	GARRY PREL	2610 OLD T	TAYLOR	TX		76574 P COURSEY SUR	0.5165 ACRES		2010	\$122,180	\$122,180
R006153	1.064	ADOLPH L. V	2700 OLD T	TAYLOR	TX		76574 P COURSEY SUR	1.064 ACRES		2010	\$132,842	\$132,842
R006154	3.54	TIMOTHY ST	1001 W 2ND	TAYLOR	TX		76574 P COURSEY SUR	3.54 ACRES		2010	\$32,111	\$32,111
R006155	1.5	BETTY BROV	2708 OLD T	TAYLOR	TX		76574 P COURSEY SUR	1.5 ACRES		2010	\$110,725	\$110,775
R006455	1.09	HARLAN RA	4901 FM 61	TAYLOR	TX		76574 M MCDANIEL SUR	1.090 ACRES		2010	\$127,853	\$127,853
R006456	0.6284	EMOND TAT	5101 FM 61	TAYLOR	TX		76574 M MCDANIEL SUR	0.628 ACRES		2010	\$96,827	\$88,777
R006457	0.34	WILLIE MEYI	4951 FM 61	TAYLOR	TX		76574 M MCDANIEL SUR	0.34 ACRES		2010	\$97,599	\$89,065
R006458	0.267	MICHAEL HA	5001 FM 61	TAYLOR	TX		76574 M MCDANIEL SUR	0.267 ACRES		2010	\$122,415	\$122,415
R006459	4	SPJST LODGI	P O BOX 69	TAYLOR	TX		76574 M MCDANIEL SUR	4.0 ACRES		2010	\$182,132	\$182,132
R006460	0.34	CINDY BUZA	8921 HACHI	AUSTIN	TX		78749 M MCDANIEL SUR	0.34 ACRES		2010	\$108,900	\$108,900
R006461	57.385	JULIAN KOS	5009 FM 61	TAYLOR	TX		76574 M MCDANIE	57.385 AG USE		2010	\$461,435	\$272,375
R006466	23.446	HERBERT KA	250 CR 412	TAYLOR	TX		76574 M MCDANIE	23.446 AG USE		2010	\$108,696	\$9,349
R006467	1	HERBERT KA	250 CR 412	TAYLOR	TX		76574 M MCDANIEL SUR	1.0 ACRES		2010	\$44,142	\$44,142
R018824	0.496	RICKY MATE	2703 OLD T	TAYLOR	TX		76574 F BRADLEY SUR	0.496 ACRES		2010	\$137,843	\$137,843
R018826	37.38	LARRY A SAF	2801 OLD T	TAYLOR	TX		76574 F BRADLEY S	37.38 AG USE		2010	\$130,419	\$16,549
R018828	0.502	WILLIE J JON	2617 OLD T	TAYLOR	TX		76574 F BRADLEY SUR	0.502 ACRES		2010	\$87,937	\$87,937
R019500	16.3	CECILIA HAN	4400 FM 61	TAYLOR	TX		76574 J PHARRASS	16.3 AG USE		2010	\$63,669	\$8,086
R019551	1	CECILIA HAN	4400 FM 61	TAYLOR	TX		76574 J PHARRASS SUR	1.0 ACRES		2010	\$93,803	\$93,803
R020026	3	CECILIA HAN	4400 FM 61	TAYLOR	TX		76574 J PHARRASS	3 AG USE		2010	\$112,983	\$106,163
R097837	0.46	TIMOTHY ST	1001 W 2ND	TAYLOR	TX		76574 P COURSEY SUR	0.46 ACRES		2010	\$131,361	\$131,361
R366964	3	LARRY A SAF	2801 OLD T	TAYLOR	TX		76574 F BRADLEY S	3 AG USE		2010	\$316,206	\$309,513
R375840	0.34	CINDY BUZA	8921 HACHI	AUSTIN	TX		78749 M MCDANIEL SUR	0.34 ACRES		2010	\$21,735	\$21,735
R409587	0.34	PAUL PASEN	8815 KERR	C TOMBALL	TX		76574 M MCDANIEL SUR	0.34 ACRES		2010	\$34,885	\$34,885
R418423	5.255	LARRY A SAF	2801 OLD T	TAYLOR	TX		76574 F BRADLEY S	5.255 AG USE		2010	\$18,335	\$2,349
R418424	6.34	LARRY A SAF	2801 OLD T	TAYLOR	TX		76574 F BRADLEY S	6.34 AG USE		2010	\$22,120	\$2,834
R498116	0.775	LARRY A SAF	2801 OLD T	TAYLOR	TX		76574 F BRADLEY S	0.775 AG USE		2010	\$27,097	\$24,721

West Annex

	PIN	Acreage	NAME	ADDRESS	CITY	STATE	ZIP	LEGAL	AG	YEAR	MARKET	ASSESSED
1	R019166	63.6381	JOANNE RUI	506 PORTER	TAYLOR	TX		76574 AW 213 J C	AG USE	2010	\$252,646	\$19,170
2	R020464	3.0000	SAM J MCFA	51 CR 369	TAYLOR	TX		76574 AW 213 J C	AG USE	2010	\$19,307	\$1,886
3	R020465	1.0000	SAM J MCFA	51 CR 369	TAYLOR	TX		76574 AW 213 J C	AG assoc	2010	\$75,327	\$75,327

4	R020470	5.0000 ALVIN PATS(601 CR 369 TAYLOR TX	76574 AW 213 J C	AG USE	2010	\$70,565	\$575
5	R020471	174.3797 TERRELL TIM P O BOX 478 AUSTIN TX	78765 AW 213 J C	AG USE	2010	\$921,611	\$186,350
6	R020473	51.4900 SAM J MCFA 51 CR 369 TAYLOR TX	76574 AW 213 J C	AG USE	2010	\$343,042	\$52,467
7	R020474	1.0000 HELEN CARS 1085 CR 101 HUTTO TX	78634 AW 213 J C	EAVES SUR 1	2010	\$61,544	\$61,544
8	R020476	5.0000 ALVIN PATS(601 CR 369 TAYLOR TX	76574 AW 213 J C	AG USE	2010	\$123,319	\$67,327
9	R020477	1.0000 EUGENE KOI 451 CR 369 TAYLOR TX	76574 AW 213 J C	AG Assoc	2010	\$202,757	\$202,757
10	R020478	9.0000 EUGENE KOI 451 CR 369 TAYLOR TX	76574 AW 213 J C	AG USE	2010	\$127,017	\$630
11	R091956	2.0000 JOANNE RUI 506 PORTER TAYLOR TX	76574 AW0213	Eaves, J.c. Sur.,	2010	\$19,254	\$19,254
12	R095795	4.2900 SAM J MCFA 51 CR 369 TAYLOR TX	76574 AW 213 J C	AG USE	2010	\$25,405	\$1,918
13	R321836	46.9900 WENDY ANN 10712 CHIPF AUSTIN TX	78748 AW 213 J C	AG USE	2010	\$265,400	\$19,739
14	R321838	32.3060 DAVID L & H 1085 CR 101 HUTTO TX	78634 AW 213 J C	AG USE	2010	\$265,400	\$21,005
15	R430209	8.3160 DAVID OMA P O BOX 157 HUTTO TX	78634 AW 213 J C	AG USE	2010	\$34,130	\$968
16	R462610	8.0481 MARK OMAI 600 CR 369 TAYLOR TX	76574 AW 213 J C	AG USE	2010	\$311,015	\$255,233
17	R462612	32.8701 OMAN, DAV PO BOX 157 HUTTO TX	78634 AW0213 Eav	AG USE	2010	\$153,782	\$43,644
18	R504804	1.4410 WAYNE & R/ 400 CR 369 TAYLOR TX	76574 AW J C	EAVES SUR 1.441	2010	\$11,277	\$11,277

Sum of Ag Exempt

\$1,679,263

HOME

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CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code by and between the City of Taylor, Texas, (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel of real property (the "Property") in Williamson, County, Texas, which is more particularly and separately described in the attached Exhibit "A"; and

WHEREAS, the City has begun the process to institute annexation proceedings on all or portions of Owner's Property and will hold public hearings on July 27th and August 12th, 2010;

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors, heirs, and assigns for the term (defined below) of this Agreement; and

WHEREAS, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and

further agrees not to include the Property in a statutory annexation plan for the Term of the Agreement. However, if the Property is annexed pursuant to the terms of this Agreement, then the City shall provide services to the Property pursuant to Chapter 43 of the Texas Local Government Code.

Section 2. The Owner covenants and agrees not to use the Property for any use other than for agriculture, wildlife management, and/or timber land consistent with Chapter 23 of the Texas Tax Code, except for the existing single-family residential use of the property, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson County or the City until the Property has been annexed into, and zoned by, the City.

The Owner covenants and agrees not to construct, or allow to be constructed, any buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's RA - Rural Agricultural zoning requirements apply to the Property, except when inconsistent with this Agreement in which case this Agreement shall apply, and that the Property shall be used only for RA - Rural Agricultural zoning uses that exist on that Property at the time of the execution of this Agreement, unless otherwise provided in this Agreement. However, the Owner may construct an accessory structure to an existing single family dwelling which is reasonable and necessary for the agricultural, wildlife management, and/or timber land purpose, after notification to and approval by the City of such action and in compliance with all applicable City ordinances and codes.

The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severably, to indemnify, hold harmless, and defend the City against any and all legal claims, by and person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

Section 3. The Owner acknowledges that if any part or related development document is filed in violation of this Agreement, or if the Owner commences development of the Property in violation

of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to the annexation at the discretion of the City Council. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner.

If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a municipality to use certain statutory procedures under an annexation plan. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein.

Section 4. Pursuant to Sections 43.035(b)(1)(B) of the Texas Local Government Code, the City is authorized to enforce all of the City's regulations and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries. The City states and specifically reserves its authority pursuant to Chapter 251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

Section 5. The term of the Agreement (the "Term") is fifteen (15) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

The Owner, and all of the Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation before the end of the Term, for annexation of the Property to be completed on or after the end of the Term. Prior to the end of the Term, the City may commence the voluntary annexation of the Property. In connection with annexation pursuant to this section, the Owners hereby waive any vested rights they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the owners may initiate during the time between the expiration of the Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned R1-Single Residential pursuant to the City's Code of Ordinances, pending determination of the property's permanent zoning in accordance with the provisions of applicable law and the City's Code of Ordinances.

Section 7. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address.

City of Taylor
Attn: City Manager
400 Porter Street
Taylor, Texas 76574

Section 8. This Agreement shall run with the Property and be recorded in the real property records of Williamson County, Texas.

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

Section 10. This Agreement may be enforced by any Owner or the City by and proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 11. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 12. Venue for this Agreement shall be in Williamson, County, Texas.

Section 13. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and the same instrument.

Section 14. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Section 3, 4, and 5 herein.

Please attach a copy of your deed in order for this agreement to be in effect.

Entered into this 19th day of July, 2010.

Helen J. Carson
Owner Signature

Printed Name: Helen J. CARSON

David L. Carson
Owner Signature

Printed Name: David L. Carson

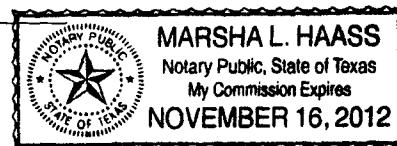
Owner Signature

Printed Name: _____

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the day of July 19th, 2010, by Helen J. Carson, Owner.

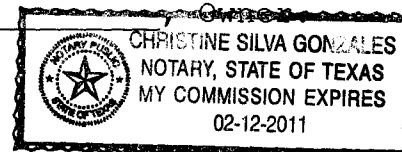
Marsha L. Haass
Notary Public, State of Texas



THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the day of July 20, 2010, by DAVID L. CARSON, Owner.

Christine Silva Gonzales
Notary Public, State of Texas



THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the day of _____, 2010, by _____, Owner.

Notary Public, State of Texas

Jim Dunaway
City Manager, City of Taylor, Texas

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Jim Dunaway, City Manager, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the City of Taylor, Texas, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ____ day
of _____, 2010.

Notary Public, State of Texas

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code by and between the City of Taylor, Texas, (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel of real property (the "Property") in Williamson, County, Texas, which is more particularly and separately described in the attached Exhibit "A"; and

WHEREAS, the City has begun the process to institute annexation proceedings on all or portions of Owner's Property and will hold public hearings on July 27th and August 12th, 2010;

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors, heirs, and assigns for the term (defined below) of this Agreement; and

WHEREAS, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and

further agrees not to include the Property in a statutory annexation plan for the Term of the Agreement. However, if the Property is annexed pursuant to the terms of this Agreement, then the City shall provide services to the Property pursuant to Chapter 43 of the Texas Local Government Code.

Section 2. The Owner covenants and agrees not to use the Property for any use other than for agriculture, wildlife management, and/or timber land consistent with Chapter 23 of the Texas Tax Code, except for the existing single-family residential use of the property, without the prior written consent of the City.

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The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severably, to indemnify, hold harmless, and defend the City against any and all legal claims, by and person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

Section 3. The Owner acknowledges that if any part or related development document is filed in violation of this Agreement, or if the Owner commences development of the Property in violation

Section 14. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Section 3, 4, and 5 herein.

Please attach a copy of your deed in order for this agreement to be in effect.

Entered into this 19th day of July, 2010.

Helen J. Carson
Owner Signature
Printed Name: HELEN J. CARSON

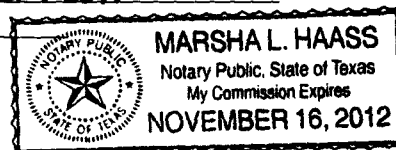
David L. Carson
Owner Signature
Printed Name: DAVID L. CARSON

Owner Signature
Printed Name: _____

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the day of July 19th, 2010, by Helen J. Carson, Owner.

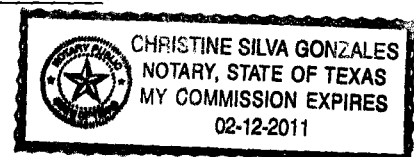
Marsha L. Haass
Notary Public, State of Texas



THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the day of July 20, 2010, by DAVID L. CARSON, Owner.

Christine Silva Gonzales
Notary Public, State of Texas



THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the day of _____, 2010, by _____, Owner.

Notary Public, State of Texas

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
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Taylor, Texas 76574

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Please attach a copy of your deed in order for this agreement to be in effect.

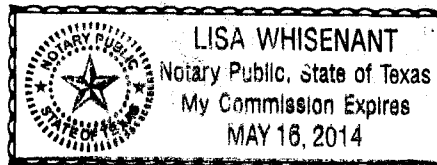
Entered into this 2 day of July, 2010.

Arnie Safarik
Owner Signature
Printed Name: ARNIE SAFARIK

Paula Safarik
Owner Signature
Printed Name: Paula Safarik

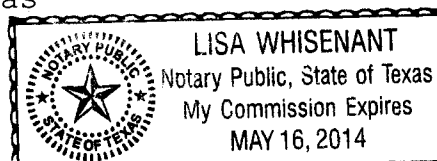
Larry Safarik Katy Safarik
Owner Signature Owner Signature
Printed Name: Larry Safarik Katy Safarik

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }



This instrument was acknowledged before me on the day of July 2, 2010, by Arnie Safarik, Owner.
Lisa Whisenant
Notary Public, State of Texas

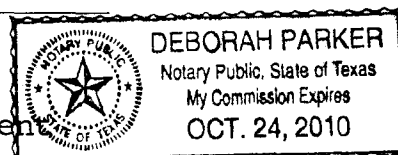
THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }



This instrument was acknowledged before me on the day of July 2, 2010, by Paula Safarik, Owner.
Lisa Whisenant
Notary Public, State of Texas

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the day of July 7, 2010, by LARRY SAFARIK AND KATY SAFARIK, Owners
Deborah Parker
Notary Public, State of Texas



Jim Dunaway
City Manager, City of Taylor, Texas

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Jim Dunaway, City Manager, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the City of Taylor, Texas, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ____ day of _____, 2010.

Notary Public, State of Texas

1998 MAR 402

91018069M

8557

WARRANTY DEED

STATE OF TEXAS

COUNTY OF WILLIAMSON

Date: March 27, 1991

Grantor: HANNA M. LAND, formerly known as HANNA M. TUCKER, not joined by my husband as the property herein conveyed is my sole and separate property and estate and constitutes no portion of our homestead

Grantee: ANNIE B. SAFARIK and wife, PAULA SAFARIK and LARRY A. SAFARIK and wife, KATY W. SAFARIK.

Address: 2406 Mesquite
Tomball, Texas 77374

Consideration: TEN AND 00/100 DOLLARS (\$10.00) and other valuable consideration to the undersigned paid by the Grantee herein named, the receipt of which is hereby acknowledged, and for which no lien either express or implied, is herein retained.

Property (including any improvements):

Those certain tracts of land situated in the FRANCIS BRADLEY SURVEY, Abstract No. 74, Williamson County, Texas, more fully 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:

For Grantor and Grantor's successors, a reservation of an undivided one-half (1/2) interest in the oil, gas, and other minerals that are in and under the property and that may be produced from it but Grantee and Grantee's assigns shall have the sole power to execute all future oil, gas and other mineral leases without the joinder of Grantor.

This conveyance is made, delivered and accepted subject to the payment of ad valorem taxes assessed against the property conveyed for the current year, all restrictions, covenants, any outstanding royalty and mineral reservations, conditions and easements of record affecting said property, and any and all zoning laws, regulations and ordinances of municipal and/or other governmental authorities affecting said 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 binds Grantor and Grantor's heirs, executors, administrators, successors, and assigns to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee, Grantee's heirs, 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.

Hanna M. Land
HANNA M. LAND

OFFICIAL RECORDS
WILLIAMSON COUNTY, TEXAS

Vol. 1998 Page 403

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on March 27,
1998 by HANNA M. LAND.



[Signature]
Notary Public, State of Texas

1998-404

EXHIBIT A

FIELD NOTES FOR ARNIE P. AND PAULA SAFARIK AND
LARRY A. AND KATY W. SAFARIK:

BEING 96.08 acres of land situated in the Francis Bradley Survey, Abstract No. 74, Williamson County, Texas, and consisting of two tracts, a 40.38 acre tract West of Farm-to-Market Road No. 619, and a 55.70 acre tract East of Farm-to-Market Road No. 619. Surveyed on the ground in the month of March, 1991, under the supervision of R. T. Hagness, Jr., Registered Professional Land Surveyor, and being more particularly described as follows:

TRACT ONE: 40.38 Acre Tract West of Farm-to-Market Road No. 619

Said 40.38 acre tract of land being those certain two tracts of land conveyed by deed to Dan Hannan, one being that certain 39.14 acre tract of land conveyed by Partition Deed as recorded in Volume 362, Page 379, Deed Records, Williamson County, Texas, and the other being that certain 1.70 acre tract of land conveyed by deed to Dan Hannan as recorded in Volume 362, Page 592, Deed Records, Williamson County, Texas. This tract also contains the 416.00 right-of-way between the said two tracts of land when Farm-to-Market Road No. 619 was constructed.

BEGINNING at a 1/2" iron pin set in the North line of Old Thorndale Road, marking the Southwest corner of said 39.14 acre Hannan tract for the Southwest corner hereof, said corner also being the Southeast corner of that certain 39.14 acre tract of land conveyed by said Partition Deed to Margaret Hannan Drees as recorded in Volume 362, Page 379, Deed Records, Williamson County, Texas;

THENCE N 19° 03' 15" W, 2110.84 feet to an iron pin set on or near the North line of said Francis Bradley Survey, marking the Northwest corner of said 39.14 acre Hannan tract for the Northwest corner hereof;

THENCE N 70° 59' E, 1023.92 feet on or near the said North line of Francis Bradley Survey to a concrete monument found at the intersection with the West line of Farm-to-Market Road No. 619, marking the Northeast corner of said 1.70 acre Hannan tract for the Northeast corner hereof;

THENCE with the said West right-of-way line of Farm-to-Market Road No. 619 along a curve to the right, having a radius of 1870.08 feet, a chord of 41.38 feet bearing S 07° 45' 15" E, and an arc length of 41.38 feet to an iron pin, marking the end of said curve; continuing S 07° 07' 15" E, 1041.01 feet to a concrete monument found, marking the beginning of a curve to the left having a radius of 2904.93 feet and a long chord of 612.34 feet bearing S 13° 10' 15" E; continuing along said curve to the left an arc distance of 613.48 feet to an iron pin set, marking the end of said curve; and continuing S 19° 13' 15" E, 453.88 feet to an iron pin set at the intersection with the said North line of Old Thorndale Road for the Southeast corner hereof;

THENCE S 71° 52' W, 739.17 feet with the said North line of Old Thorndale Road to the place of BEGINNING and containing 40.38 acres of land.

TRACT TWO: 55.70 Acre Tract of Land East of Farm-to-Market Road No. 619

Said 55.70 acre tract of land being that certain tract of land, called 55.39 acres, conveyed by deed to Dan Hannan as recorded in Volume 374, Page 48, Deed Records, Williamson County, Texas;

BEGINNING at an iron pin found on or near the North line of said Francis Bradley Survey, marking the Northeast corner of said 55.39 acre Hannan tract for the Northeast corner hereof;

THENCE S 19° 05' 45" E, 1136.07 feet with evidence of old fence line to an iron pin set in the North line of County Road No. 412 for the Southeast corner hereof;

Page 1 of 2
Job No. S-14452.01



Steger & Bizzell Engineering, Inc.

Consulting Engineers Surveyors
P.O. Box 858 Georgetown, Texas 78627
1011 N. Main St. Taylor, Texas 78374

FIELD NOTES FOR ARNIE P. AND PAULA SAFARIK AND
LARRY A. AND KATY W. SAFARIK, Continued:

THENCE S 71° 01' 30" W, 2258.42 feet with the said North line of County Road No. 412 to an iron pin set at the intersection with the East line of Farm-to-Market Road No. 619 for the Southwest corner hereof;

THENCE with the said East line of Farm-to-Market Road No. 619 along a curve to the right, having a radius of 2624.93 feet, a chord of 60.88 feet bearing N 07° 44' 15" W, and an arc length of 60.88 feet to an iron pin set at the end of said curve; continuing N 07° 07' 15" W, 1041.01 feet to an iron pin set at the beginning of a curve to the left, having a radius of 1950.08 feet, a chord of 35.39 feet bearing N 07° 56' W; continuing along said curve to the left an arc distance of 35.39 feet to an iron pin set at the intersection on or near the North line of said Francis Bradley Survey, marking the Northwest corner of said 35.39 acre Hannan tract for the Northwest corner hereof;

THENCE N 70° 56' E, 2817.74 feet on or near the said North line of the Francis Bradley Survey to the place of BEGINNING and containing 35.70 acres of land.

STATE OF TEXAS

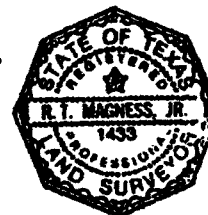
KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON

I, R. T. Magness, Jr., Registered Professional Land Surveyor, 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 apparent discrepancies, conflicts, overlapping of improvements, visible utility lines or roads in place, except as upon on the accompanying plat, and that said property has access to and from a dedicated roadway, to the best of my knowledge and belief.

TO CERTIFY WHICH, WITNESS my hand and seal at Taylor, Williamson County, Texas, this the 26th day of March, A.D. 1991.

R. T. Magness, Jr.
Registered Professional Land Surveyor, No. 1433
State of Texas



Page 2 of 2
Job No. 8-14452.01
Revised 3-26-91
tb/s

STATE OF TEXAS COUNTY OF WILLIAMSON
I hereby certify that this instrument was FILED
on the date and at the time stamped hereon
by me, and was duly RECORDED in the Volume
and Page of the named RECORDS of Williamson
County, Texas, as stamped hereon by me. on



MAR 28 1991
James H. Rappaport
COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

FILED FOR RECORD
WILLIAMSON COUNTY, TEXAS
1991 MAR 27 PM 4:22



Steger & Bizzell Engineering, Inc.

Consulting Engineers Surveyors
P.O. Box 858 Georgetown, Texas 78627
1011 N. Main St. Taylor, Texas 76574

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code by and between the City of Taylor, Texas, (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel of real property (the "Property") in Williamson, County, Texas, which is more particularly and separately described in the attached Exhibit "A"; and

WHEREAS, the City has begun the process to institute annexation proceedings on all or portions of Owner's Property and will hold public hearings on July 27th and August 12th, 2010;

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors, heirs, and assigns for the term (defined below) of this Agreement; and

WHEREAS, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and

further agrees not to include the Property in a statutory annexation plan for the Term of the Agreement. However, if the Property is annexed pursuant to the terms of this Agreement, then the City shall provide services to the Property pursuant to Chapter 43 of the Texas Local Government Code.

Section 2. The Owner covenants and agrees not to use the Property for any use other than for agriculture, wildlife management, and/or timber land consistent with Chapter 23 of the Texas Tax Code, except for the existing single-family residential use of the property, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson County or the City until the Property has been annexed into, and zoned by, the City.

The Owner covenants and agrees not to construct, or allow to be constructed, any buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's RA - Rural Agricultural zoning requirements apply to the Property, except when inconsistent with this Agreement in which case this Agreement shall apply, and that the Property shall be used only for RA - Rural Agricultural zoning uses that exist on that Property at the time of the execution of this Agreement, unless otherwise provided in this Agreement. However, the Owner may construct an accessory structure to an existing single family dwelling which is reasonable and necessary for the agricultural, wildlife management, and/or timber land purpose, after notification to and approval by the City of such action and in compliance with all applicable City ordinances and codes.

The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severably, to indemnify, hold harmless, and defend the City against any and all legal claims, by and person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

Section 3. The Owner acknowledges that if any part or related development document is filed in violation of this Agreement, or if the Owner commences development of the Property in violation

of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to the annexation at the discretion of the City Council. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner.

If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a municipality to use certain statutory procedures under an annexation plan. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein.

Section 4. Pursuant to Sections 43.035(b)(1)(B) of the Texas Local Government Code, the City is authorized to enforce all of the City's regulations and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries. The City states and specifically reserves its authority pursuant to Chapter 251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

Section 5. The term of the Agreement (the "Term") is fifteen (15) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

The Owner, and all of the Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation before the end of the Term, for annexation of the Property to be completed on or after the end of the Term. Prior to the end of the Term, the City may commence the voluntary annexation of the Property. In connection with annexation pursuant to this section, the Owners hereby waive any vested rights they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the owners may initiate during the time between the expiration of the Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned R1-Single Residential pursuant to the City's Code of Ordinances, pending determination of the property's permanent zoning in accordance with the provisions of applicable law and the City's Code of Ordinances.

Section 7. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address.

City of Taylor
Attn: City Manager
400 Porter Street
Taylor, Texas 76574

Section 8. This Agreement shall run with the Property and be recorded in the real property records of Williamson County, Texas.

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

Section 10. This Agreement may be enforced by any Owner or the City by and proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 11. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 12. Venue for this Agreement shall be in Williamson, County, Texas.

Section 13. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and the same instrument.

Section 14. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Section 3, 4, and 5 herein.

Please attach a copy of your deed in order for this agreement to be in effect.

Entered into this 2 day of JULY, 2010.

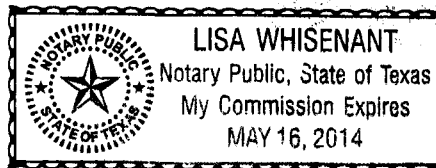
Arnie Safarik
Owner Signature
Printed Name: ARNIE SAFARIK

Paula Safarik
Owner Signature
Printed Name: Paula Safarik

Jamy Safarik
Owner Signature
Printed Name: _____

Katy Safarik
Owner Signature

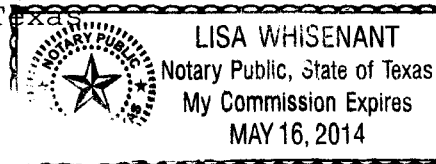
THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }



This instrument was acknowledged before me on the day of July 2, 2010, by Arnie Safarik, Owner.

Lisa Whisenant
Notary Public, State of Texas

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }



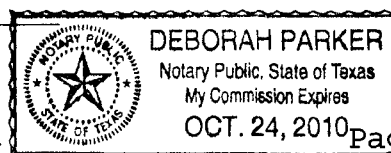
This instrument was acknowledged before me on the day of July 2, 2010, by Paula Safarik, Owner.

Lisa Whisenant
Notary Public, State of Texas

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the day of July 7, 2010, by Larry Safarik and Katy Safarik, Owners

Deborah Parker
Notary Public, State of Texas



City of Taylor Development Agreement

OCT. 24, 2010 Page 5 of 6

Jim Dunaway
City Manager, City of Taylor, Texas

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Jim Dunaway, City Manager, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the City of Taylor, Texas, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ____ day of _____, 2010.

Notary Public, State of Texas

WARRANTY DEED 48298

Date: November 9 1993

Grantor: EDWARD G. JINKINS, III and wife, MARILYN JINKINS

Grantor's Mailing Address:

447 Huff Street
Taylor, Williamson County, Texas 76574

Grantee: LARRY SAFARIK AND WIFE, KATY SAFARIK,
ARME SAFARIK AND WIFE, PAULA SAFARIK

Grantee's Mailing Address:

2406 Heights Blvd
Taylor, Williamson County, Texas 76574

Consideration: Cash and other valuable consideration

Property:

BEING a 28.08 acre tract of land situated in the Francis Bradley Survey, Abstract No. 74, City of Taylor, Williamson County, Texas, and being a part of that certain 38.08 acre tract of land in said Francis Bradley Survey which was surveyed on the ground under the supervision of R. T. Magness, Jr., Registered Professional Land Surveyor, for the Estate of Joe F. Drees, Deceased, in the month of August, 1993, the field notes of said 38.08 acre tract having been offered for Record in the Office of the County Clerk of Williamson County, Texas; said 28.08 acre tract having been surveyed on the ground under the supervision of the said R. T. Magness, Jr., Registered Professional Land Surveyor, in the month of October, 1993, the field notes of which 28.08 acre tract are more particularly described in Exhibit "A" attached hereto 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 1994, 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 singular the rights and appurtenances thereto in any wise belonging to have and hold it to

OFFICIAL RECORDS
WILLIAMSON COUNTY, TEXAS

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.

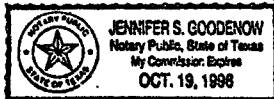
Edward G. Jinks, III
EDWARD G. JINKINS, III

Marilyn Jinks
MARILYN JINKINS

STATE OF TEXAS *

COUNTY OF WILLIAMSON *

This instrument was acknowledged before me on the 9th day of November, 1993,
by EDWARD G. JINKINS, III.

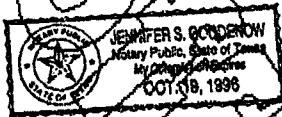


Jennifer S. Goodenow
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on the 11 day of November, 1993,
by MARILYN JINKINS.



Jennifer S. Gordenow
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

PROPERTY DESCRIPTION

FIELD NOTES FOR EDWARD G. JINKINS, III, AND MARILYN JINKINS:

BEING a 28.08 acre tract of land situated in the Francis Bradley Survey, Abstract No. 74, City of Taylor, Williamson County, Texas, and being a part of that certain 38.08 acre tract of land in said Francis Bradley Survey which was surveyed on the ground under the supervision of R. T. Magness, Jr., Registered Professional Land Surveyor, for the Estate of Joe F. Drees, Deceased, in the month of August, 1993, the field notes of said 38.08 acre tract having been offered for Record in the Office of the County Clerk of Williamson County, Texas; said 28.08 acre tract having been surveyed on the ground under the supervision of the said R. T. Magness, Jr., Registered Professional Land Surveyor, in the month of October, 1993, the field notes of which 28.08 acre tract are as follows:

BEGINNING at an old iron pin found in the North line of the Old Thorndale Road, marking the Southwest corner of said 38.08 acre Drees tract for the Southwest corner hereof;

THENCE N 18° 50' 45" W, 2096.76 feet to an iron pin found on or near the North line of said Francis Bradley Survey, marking the Northwest corner of said 38.08 acre Drees tract for the Northwest corner hereof;

THENCE N 70° 51' W, 809.11 feet, on or near the said North line of the Francis Bradley Survey, to an iron pin found, marking the Northeast corner of said 38.08 acre Drees tract for the Northeast corner hereof;

THENCE S 18° 50' 45" E, 1435.30 feet with the East line of said 38.08 acre Drees tract to an iron pin set for the most northerly Southeast corner hereof;

THENCE S 71° 51' W, 709.28 feet to an iron pin set for an interior corner hereof;

THENCE S 18° 50' 45" E, 675.61 feet to an iron pin set in the said North line of the Old Thorndale Road for the most southerly Southeast corner hereof;

THENCE S 71° 51' W, 100.00 feet with the said North line of the Old Thorndale Road to the place of BEGINNING and containing 28.08 acres of land.

STATE OF TEXAS COUNTY OF WILLIAMSON
I hereby certify that this instrument was FILED
on the date and at the time stamped hereon
by me, and was duly RECORDED in the Volume
and Page of the named RECORDS of Williamson
County Texas as stamped hereon by me, on

NOV 16 1993



Walter R. Ayres
COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

Oliver R. Ayres
COUNTY CLERK
FILED FOR RECORD
WILLIAMSON COUNTY, TX.
1993 NOV 16 PM 3:37

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code by and between the City of Taylor, Texas, (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel of real property (the "Property") in Williamson, County, Texas, which is more particularly and separately described in the attached Exhibit "A"; and

WHEREAS, the City has begun the process to institute annexation proceedings on all or portions of Owner's Property and will hold public hearings on July 27th and August 12th, 2010;

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors, heirs, and assigns for the term (defined below) of this Agreement; and

WHEREAS, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and

further agrees not to include the Property in a statutory annexation plan for the Term of the Agreement. However, if the Property is annexed pursuant to the terms of this Agreement, then the City shall provide services to the Property pursuant to Chapter 43 of the Texas Local Government Code.

Section 2. The Owner covenants and agrees not to use the Property for any use other than for agriculture, wildlife management, and/or timber land consistent with Chapter 23 of the Texas Tax Code, except for the existing single-family residential use of the property, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson County or the City until the Property has been annexed into, and zoned by, the City.

The Owner covenants and agrees not to construct, or allow to be constructed, any buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's RA - Rural Agricultural zoning requirements apply to the Property, except when inconsistent with this Agreement in which case this Agreement shall apply, and that the Property shall be used only for RA - Rural Agricultural zoning uses that exist on that Property at the time of the execution of this Agreement, unless otherwise provided in this Agreement. However, the Owner may construct an accessory structure to an existing single family dwelling which is reasonable and necessary for the agricultural, wildlife management, and/or timber land purpose, after notification to and approval by the City of such action and in compliance with all applicable City ordinances and codes.

The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severably, to indemnify, hold harmless, and defend the City against any and all legal claims, by and person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

Section 3. The Owner acknowledges that if any part or related development document is filed in violation of this Agreement, or if the Owner commences development of the Property in violation

of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to the annexation at the discretion of the City Council. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner.

If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a municipality to use certain statutory procedures under an annexation plan. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein.

Section 4. Pursuant to Sections 43.035(b)(1)(B) of the Texas Local Government Code, the City is authorized to enforce all of the City's regulations and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries. The City states and specifically reserves its authority pursuant to Chapter 251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

Section 5. The term of the Agreement (the "Term") is fifteen (15) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

The Owner, and all of the Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation before the end of the Term, for annexation of the Property to be completed on or after the end of the Term. Prior to the end of the Term, the City may commence the voluntary annexation of the Property. In connection with annexation pursuant to this section, the Owners hereby waive any vested rights they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the owners may initiate during the time between the expiration of the Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned R1-Single Residential pursuant to the City's Code of Ordinances, pending determination of the property's permanent zoning in accordance with the provisions of applicable law and the City's Code of Ordinances.

Section 7. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address.

City of Taylor
Attn: City Manager
400 Porter Street
Taylor, Texas 76574

Section 8. This Agreement shall run with the Property and be recorded in the real property records of Williamson County, Texas.

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

Section 10. This Agreement may be enforced by any Owner or the City by and proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 11. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 12. Venue for this Agreement shall be in Williamson, County, Texas.

Section 13. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and the same instrument.

Section 14. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Section 3, 4, and 5 herein.

Please attach a copy of your deed in order for this agreement to be in effect.

Entered into this 7 day of July, 2010.

Larry Safarik
Owner Signature

Printed Name: Larry Safarik

Katy Safarik
Owner Signature

Printed Name: Katy Safarik

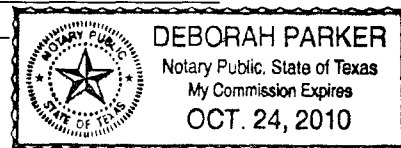
Owner Signature

Printed Name: _____

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON}

This instrument was acknowledged before me on the day of July 7, 2010, by Larry Safarik, Owner.

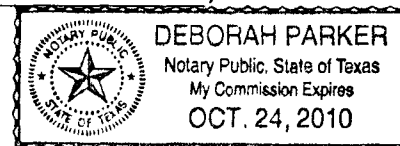
Deborah Parker
Notary Public, State of Texas



THE STATE OF TEXAS }
COUNTY OF WILLIAMSON}

This instrument was acknowledged before me on the day of July 7, 2010, by Katy Safarik, Owner.

Deborah Parker
Notary Public, State of Texas



THE STATE OF TEXAS }
COUNTY OF WILLIAMSON}

This instrument was acknowledged before me on the day of _____, 2010, by _____, Owner.

Notary Public, State of Texas

Jim Dunaway
City Manager, City of Taylor, Texas

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Jim Dunaway, City Manager, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the City of Taylor, Texas, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ____ day
of _____, 2010.

Notary Public, State of Texas

WARRANTY DEED

DOC# 9711533

Date: March 17, 1997

Grantor: Arnie P. Safarik and wife, Paula Safarik

Grantor's Mailing Address (including county):

3451 FM 619
Taylor, Texas 76574
Williamson County

Grantee: Larry A. Safarik and wife, Katy W. Safarik

Grantee's Mailing Address (including county):

2406 Heights Blvd.
Taylor, Texas 76574
Williamson County

Consideration: TEN AND NO/100 DOLLARS and other good and valuable consideration.

Property (including any improvements):

All our undivided interest in and to 3.00 acres of land situated in the Frances Bradley Survey, Abstract No. 74 in Williamson County, Texas, and being more particularly described in the attached Exhibit "A".

Reservations From and Exceptions to Conveyance and Warranty:

None

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, executor 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.

OFFICIAL RECORDS
WILLIAMSON COUNTY, TEXAS

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

Arnie Safarik
Arnie P. Safarik

Paula Safarik
Paula Safarik

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on March 17, 1997, Arnie P. Safarik

Sam Steyer
Notary Public, State of Texas

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on March 17, 1997, by Paula Safarik.

Sam Steyer
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
Randall J. Pick, Attorney

AFTER RECORDING RETURN TO:
Enochs & Pick, L.L.P.
P.O. Box 751
Taylor, Texas 76574

FIELD NOTES FOR LARRY A. SAFARIK AND WIFE, KATY W. SAFARIK

BEING 3.00 acres of land, situated in the Frances Bradley Survey, Abstract No. 74, in Williamson County, Texas, said land being a portion of that certain Tract One, called 40.38 acres, as conveyed to Arnie P. Safarik and wife, Paula Safarik and Larry A. Safarik and wife, Katy W. Safarik by deed as recorded in Volume 1998, Page 402, of the Official Records of Williamson County, Texas. Surveyed on the ground in the month of February, 1997, under the supervision of Don H. Bizzell, Registered Professional Land Surveyor, and being more particularly described as follows:

BEGINNING at an iron pin found on the north line of Old Thorndale Road, marking the Southwest corner of the above-referenced 40.38 acre Safarik tract, being the Southeast corner of that certain tract of land, called 10.00 acres, as conveyed to Edward G. Jenkins, III and wife, Marilyn Jenkins, by deed as recorded in Volume 2407, Page 482, of the Official Records of Williamson County, Texas, for the Southwest corner hereof;

THENCE, along the common line between the said 40.38 acre Safarik tract and the said Jenkins tract, N 19° 03' 15" W, 360.15 feet to an iron pin set for the Northwest corner hereof;

THENCE, N 71° 52' E, 365.79 feet to an iron pin set for the Northeast corner hereof;

THENCE, S 18° 08' E, 360.11 feet to an iron pin set on the said north line of Old Thorndale Road, being the south line of the said 40.38 acre Safarik tract, for the Southeast corner hereof;

THENCE, along the said north line of Old Thorndale Road, S 71° 52' W, 360.00 feet to the Place of BEGINNING and containing 3.00 acres of land.

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON

I, Don H. Bizzell, Registered Professional Land Surveyor, do hereby certify that the plat shown hereon accurately represents the property as determined by an on-the-ground survey made under my direction and supervision during the month of February, 1997, of the property legally described hereon and is correct, and there are no apparent discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, visible utility lines or roads in place, except as shown hereon.

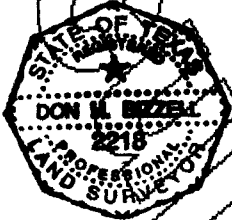
To certify which, witness my hand and seal at Georgetown, Williamson County, Texas, this the 10th day of February, 1997, A.D.

Don H. Bizzell

Don H. Bizzell

Registered Professional Land Surveyor, No. 2218
State of Texas

18346fn



Doc# 9711533
Pages: 3
Date : 03-19-1997
Time : 12:33:04 P.M.
Filed & Recorded in
Official Records
of WILLIAMSON County, TX.
ELAINE BIZZELL
COUNTY CLERK
Rec. \$ 13.00

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code by and between the City of Taylor, Texas, (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel of real property (the "Property") in Williamson, County, Texas, which is more particularly and separately described in the attached Exhibit "A"; and

WHEREAS, the City has begun the process to institute annexation proceedings on all or portions of Owner's Property and will hold public hearings on July 27th and August 12th, 2010;

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors, heirs, and assigns for the term (defined below) of this Agreement; and

WHEREAS, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and

further agrees not to include the Property in a statutory annexation plan for the Term of the Agreement. However, if the Property is annexed pursuant to the terms of this Agreement, then the City shall provide services to the Property pursuant to Chapter 43 of the Texas Local Government Code.

Section 2. The Owner covenants and agrees not to use the Property for any use other than for agriculture, wildlife management, and/or timber land consistent with Chapter 23 of the Texas Tax Code, except for the existing single-family residential use of the property, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson County or the City until the Property has been annexed into, and zoned by, the City.

The Owner covenants and agrees not to construct, or allow to be constructed, any buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's RA - Rural Agricultural zoning requirements apply to the Property, except when inconsistent with this Agreement in which case this Agreement shall apply, and that the Property shall be used only for RA - Rural Agricultural zoning uses that exist on that Property at the time of the execution of this Agreement, unless otherwise provided in this Agreement. However, the Owner may construct an accessory structure to an existing single family dwelling which is reasonable and necessary for the agricultural, wildlife management, and/or timber land purpose, after notification to and approval by the City of such action and in compliance with all applicable City ordinances and codes.

The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severably, to indemnify, hold harmless, and defend the City against any and all legal claims, by and person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

Section 3. The Owner acknowledges that if any part or related development document is filed in violation of this Agreement, or if the Owner commences development of the Property in violation

of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to the annexation at the discretion of the City Council. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner.

If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a municipality to use certain statutory procedures under an annexation plan. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein.

Section 4. Pursuant to Sections 43.035(b)(1)(B) of the Texas Local Government Code, the City is authorized to enforce all of the City's regulations and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries. The City states and specifically reserves its authority pursuant to Chapter 251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

Section 5. The term of the Agreement (the "Term") is fifteen (15) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

The Owner, and all of the Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation before the end of the Term, for annexation of the Property to be completed on or after the end of the Term. Prior to the end of the Term, the City may commence the voluntary annexation of the Property. In connection with annexation pursuant to this section, the Owners hereby waive any vested rights they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the owners may initiate during the time between the expiration of the Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned R1-Single Residential pursuant to the City's Code of Ordinances, pending determination of the property's permanent zoning in accordance with the provisions of applicable law and the City's Code of Ordinances.

Section 7. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address.

City of Taylor
Attn: City Manager
400 Porter Street
Taylor, Texas 76574

Section 8. This Agreement shall run with the Property and be recorded in the real property records of Williamson County, Texas.

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

Section 10. This Agreement may be enforced by any Owner or the City by and proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 11. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 12. Venue for this Agreement shall be in Williamson, County, Texas.

Section 13. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and the same instrument.

Section 14. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Section 3, 4, and 5 herein.

Please attach a copy of your deed in order for this agreement to be in effect.

Entered into this 2 day of July, 2010.

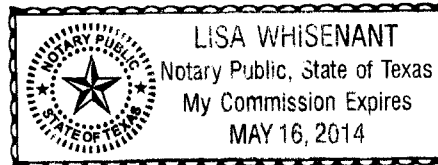
Arnie Safarik
Owner Signature
Printed Name: ARNIE SAFARIK

Paula Safarik
Owner Signature
Printed Name: Paula Safarik

Larry Safarik
Owner Signature
Printed Name: Larry Safarik

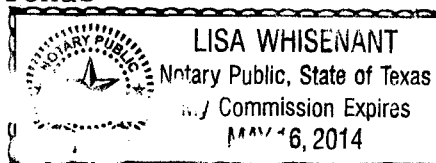
Katy Safarik
Owner Signature
Printed Name: Katy Safarik

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }



This instrument was acknowledged before me on the day of July 2nd, 2010, by Arnie Safarik, Owner.
Lisa Whisenant
Notary Public, State of Texas

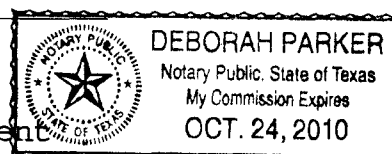
THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }



This instrument was acknowledged before me on the day of July 2, 2010, by Paula Safarik, Owner.
Lisa Whisenant
Notary Public, State of Texas

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the day of July 7, 2010, by Larry Safarik and Katy Safarik Owners
Deborah Parker
Notary Public, State of Texas



Jim Dunaway
City Manager, City of Taylor, Texas

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Jim Dunaway, City Manager, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the City of Taylor, Texas, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ____ day
of _____, 2010.

Notary Public, State of Texas



DEED

2007090756

3 PGS

07041629

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

Date: October 23, 2007

Grantor: EGI ENTERPRISES, INC.

Grantor's Mailing Address:

3754 Broken Bow Rd.
Belton, Bell County, Texas 76513-5135

Grantee: (1) LARRY SAFARIK and wife, KATY SAFARIK
(2) ARNIE SAFARIK and wife, PAULA SAFARIK

Grantee's Mailing Address:

(1) 2801 Old Thorndale Rd
Taylor, Williamson County, Texas 76574
(2) 5447 FM 619
Taylor, Williamson County, Texas 76574

Consideration: Cash and other valuable consideration

Property:

All that certain 7.23 acre tract of land out of the Francis Bradley Survey, Abstract No. 74 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 2007, 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 singular the rights and appurtenances thereto in any wise belonging to have and hold it to Grantee,



RETURN TO
Longhorn Title Co., Inc.

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.

EGJ ENTERPRISES, INC

By: *Eddie Jenkins*

EDDIE JINKINS President

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on the 23rd day of October, 2007, by EDDIE JINKINS, President of EGJ ENTERPRISES, INC., on behalf of said corporation.



Jennifer S. Goodenow
Notary Public, State of Texas

EXHIBIT A

BEING a 7.23 acre tract of land situated in the Francis Bradley Survey, Abstract No. 74, Williamson County, Texas and being a part of that certain 10.00 acre tract of land conveyed by Deed to EGJ Enterprises, Inc of record in Document No. 9557822 of the Official Records of Williamson County, Texas. Surveyed on the ground in the month of June, 2006 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 North line of the Old Thorndale Road marking the Southeast Corner of said 10.00 acre EGJ Enterprises, Inc. tract of land, also being the Southwest Corner of that certain 3.00 acre tract of land conveyed by Deed to Larry A. Safarik and wife, Katy W. Safarik of record in Document No. 9711533 of the Official Records of Williamson County, Texas, or the Southeast Corner hereof;

THENCE S 71° 51' W 49.98 feet with said North line of the Old Thorndale Road to iron pin found marking the most Easterly Southwest Corner of said 10.00 acre EGJ Enterprises, Inc. tract of land, also being the Southeast Corner of that certain 0.495 acre tract of land conveyed by Deed to Ricky G. Matetzschk and wife, Jeanette Matetzschk of record in Volume 2405, Page 729 of the Official Records of Williamson County, Texas, for the most Easterly Southwest Corner hereof;

THENCE N 18° 53' 10" W 134.94 feet to iron pin found marking the Northeast Corner of said 0.495 acre Matetzschk tract of land for a Corner hereof;

THENCE S 72° 32' 35" W 154.95 feet to iron pin found marking the Northwest Corner of said 0.495 acre Matetzschk tract of land, also being the Northeast Corner of that certain 0.50 acre tract of land conveyed by Deed to W. J. Jones by Deed of record in Document No. 2002092328 of the Official Records of Williamson County, Texas and continuing S 71° 28' 20" W 167.11 feet to iron pin found marking the Northwest Corner of said 0.50 acre Jones tract of land for a Corner hereof;

THENCE N 18° 51' W 221.74 feet to iron pin set for a Corner hereof;

THENCE S 71° 56' 25" W 337.30 feet to iron pin set in the West line of said 10.00 acre E.G.J. Enterprises, Inc. tract of and for the Southwest Corner hereof;

THENCE N 18° 50' 45" W 318.52 feet to a point in existing field for the Northwest Corner hereof;

THENCE N 71° 55' 20" E 709.43 feet to point in existing field marking the Northeast corner of said 10.00 acre EGJ Enterprises, Inc. tract of land, also being in the West line of that certain 40.38 acre tract of land conveyed by Deed to Arnie P. Safarik and wife, Paula Safarik and Larry A. Safarik and wife, Katy W. Safarik of record in Volume 1998, Page 402 of the Official Records of Williamson County, Texas, for the Northeast Corner hereof;

THENCE S 18° 50' 45" E 675.61 feet to the place of BEGINNING and containing 7.23 acres of land.

RETURN TO
Lonehorn Title Co., Inc.

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS 2007090756

Nancy E. Rister

10/26/2007 02:57 PM

SURRATT \$24.00

NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code by and between the City of Taylor, Texas, (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel of real property (the "Property") in Williamson, County, Texas, which is more particularly and separately described in the attached Exhibit "A"; and

WHEREAS, the City has begun the process to institute annexation proceedings on all or portions of Owner's Property and will hold public hearings on July 27th and August 12th, 2010;

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors, heirs, and assigns for the term (defined below) of this Agreement; and

WHEREAS, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and

further agrees not to include the Property in a statutory annexation plan for the Term of the Agreement. However, if the Property is annexed pursuant to the terms of this Agreement, then the City shall provide services to the Property pursuant to Chapter 43 of the Texas Local Government Code.

Section 2. The Owner covenants and agrees not to use the Property for any use other than for agriculture, wildlife management, and/or timber land consistent with Chapter 23 of the Texas Tax Code, except for the existing single-family residential use of the property, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson County or the City until the Property has been annexed into, and zoned by, the City.

The Owner covenants and agrees not to construct, or allow to be constructed, any buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's RA - Rural Agricultural zoning requirements apply to the Property, except when inconsistent with this Agreement in which case this Agreement shall apply, and that the Property shall be used only for RA - Rural Agricultural zoning uses that exist on that Property at the time of the execution of this Agreement, unless otherwise provided in this Agreement. However, the Owner may construct an accessory structure to an existing single family dwelling which is reasonable and necessary for the agricultural, wildlife management, and/or timber land purpose, after notification to and approval by the City of such action and in compliance with all applicable City ordinances and codes.

The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severably, to indemnify, hold harmless, and defend the City against any and all legal claims, by and person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

Section 3. The Owner acknowledges that if any part or related development document is filed in violation of this Agreement, or if the Owner commences development of the Property in violation

of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to the annexation at the discretion of the City Council. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner.

If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a municipality to use certain statutory procedures under an annexation plan. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein.

Section 4. Pursuant to Sections 43.035(b)(1)(B) of the Texas Local Government Code, the City is authorized to enforce all of the City's regulations and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries. The City states and specifically reserves its authority pursuant to Chapter 251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

Section 5. The term of the Agreement (the "Term") is fifteen (15) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

The Owner, and all of the Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation before the end of the Term, for annexation of the Property to be completed on or after the end of the Term. Prior to the end of the Term, the City may commence the voluntary annexation of the Property. In connection with annexation pursuant to this section, the Owners hereby waive any vested rights they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the owners may initiate during the time between the expiration of the Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned R1-Single Residential pursuant to the City's Code of Ordinances, pending determination of the property's permanent zoning in accordance with the provisions of applicable law and the City's Code of Ordinances.

Section 7. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address.

City of Taylor
Attn: City Manager
400 Porter Street
Taylor, Texas 76574

Section 8. This Agreement shall run with the Property and be recorded in the real property records of Williamson County, Texas.

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

Section 10. This Agreement may be enforced by any Owner or the City by and proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 11. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 12. Venue for this Agreement shall be in Williamson, County, Texas.

Section 13. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and the same instrument.

Section 14. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Section 3, 4, and 5 herein.

Please attach a copy of your deed in order for this agreement to be in effect.

Entered into this 7 day of July, 2010.

Larry Safarik
Owner Signature

Printed Name: Larry Safarik

Katy Safarik
Owner Signature

Printed Name: Katy Safarik

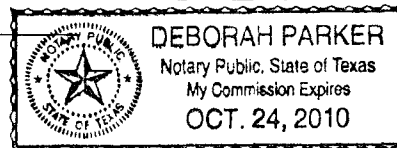
Owner Signature

Printed Name: _____

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON}

This instrument was acknowledged before me on the day of July 7, 2010, by Larry Safarik, Owner.

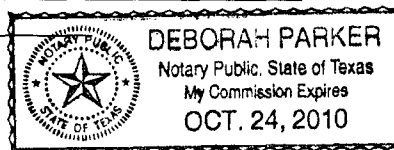
Deborah Parker
Notary Public, State of Texas



THE STATE OF TEXAS }
COUNTY OF WILLIAMSON}

This instrument was acknowledged before me on the day of July 7, 2010, by Katy Safarik, Owner.

Deborah Parker
Notary Public, State of Texas



THE STATE OF TEXAS }
COUNTY OF WILLIAMSON}

This instrument was acknowledged before me on the day of _____, 2010, by _____, Owner.

Notary Public, State of Texas

Jim Dunaway
City Manager, City of Taylor, Texas

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Jim Dunaway, City Manager, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the City of Taylor, Texas, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ____ day of _____, 2010.

Notary Public, State of Texas



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

SPECIAL WARRANTY DEED

Date: September 2, 2008

Grantor: ARNIE SAFARIK and wife, PAULA SAFARIK

Grantor's Mailing Address:

5447 FM 619
Taylor, Williamson County, Texas 76574

Grantee: LARRY SAFARIK and wife, KATY SAFARIK

Grantee's Mailing Address:

2801 Old Thorndale Rd.
Taylor, Williamson County, Texas 76574

Consideration: Cash and other valuable consideration

Property:

All of our undivided interest in that certain 9.775 acre tract of land situated in the Francis Bradley Survey, Abstract No. 74 in Williamson County, Texas and being a part of that certain 7.23 acre tract of land conveyed by Deed to Larry Safarik and wife, Katy Safarik and Arnie Safarik and wife, Paula Safarik of record in Document No 2007090756, Official Records of 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:

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, and other instruments that affect the Property, taxes for 2008, 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 all of Grantor's interest in 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, 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.

Arnie Safarik
ARNIE SAFARIK

Paula Safarik
PAULA SAFARIK

STATE OF TEXAS *

COUNTY OF WILLIAMSON *

This instrument was acknowledged before me on the 2nd day of September, 2008, by ARNIE SAFARIK.



Jennifer S. Goodenow
Notary Public, State of Texas

STATE OF TEXAS *

COUNTY OF WILLIAMSON *

This instrument was acknowledged before me on the 2nd day of September, 2008, by
PAULA SAFARIK.



Jennifer S. Goodenow
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

J. PATRICK QUINN

P.O. BOX 1228

TAYLOR, TEXAS 76574

Field Notes for Larry A. and Katy W. Safarik:

BEING a 0.775 acre tract of land situated in the Francis Bradley Survey, Abstract No. 74, Williamson County, Texas and being a part of that certain 7.23 acre tract of land conveyed by Deed to Larry Safarik and wife, Katy Safarik and Arnie Safarik and wife, Paula Safarik of record in Document No. 2007090756 of the Official Records of Williamson County, Texas. Surveyed on the ground in the month of August, 2008 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 North line of the Old Thorndale Road, also being the Southeast Corner of said 7.23 acre Safarik tract of land and also being the Southwest Corner of that certain 3.00 acre tract of land conveyed by Deed to Larry A. Safarik and wife, Katy W. Safarik as recorded in Document No. 9711533 of the Official Records of Williamson County, Texas, for the Southeast Corner hereof,

THENCE S 71° 51' W 40.98 feet with said North line of the Old Thorndale Road to iron pin found marking the most Southerly Southwest Corner of said 7.23 acre Safarik tract of land and also being the Southeast Corner of that certain 0.495 acre tract of land conveyed by Deed to Ricky G. Matetzschk and wife, Jeanette Matetzschk as recorded in Volume 2405, Page 729 of the Official Records of Williamson County, Texas, for the most Southerly Southwest Corner hereof,

THENCE N 18° 53' 10" W 134.94 feet leaving the said Old Thorndale Road to iron pin found marking an Inner Corner of said 7.23 acre Safarik tract of land, also being the Northeast Corner of said 0.495 acre Matetzschk tract of land, for an Inner Corner hereof,

THENCE S 72° 32' 35" W 69.87 feet to iron pin set for the most Westerly Southwest Corner hereof,

THENCE N 18° 51' W 224.87 feet to iron pin set for the Northwest Corner hereof,

THENCE N 72° 04' 30" E 120.00 feet to iron pin set in the East line of said 7.23 acre Safarik tract of land, also being the Northwest Corner of said 3.00 acre Safarik tract of land, for the Northeast Corner hereof,

THENCE S 18° 50' 45" E 360.15 feet to the place of BEGINNING and containing 0.775 acre of land.

EXHIBIT A

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS 200809234

Nancy E. Rister

09/05/2008 03:11 PM

KFOSTER \$28.00

NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code by and between the City of Taylor, Texas, (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel of real property (the "Property") in Williamson, County, Texas, which is more particularly and separately described in the attached Exhibit "A"; and

WHEREAS, the City has begun the process to institute annexation proceedings on all or portions of Owner's Property and will hold public hearings on July 27th and August 12th, 2010;

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors, heirs, and assigns for the term (defined below) of this Agreement; and

WHEREAS, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and

further agrees not to include the Property in a statutory annexation plan for the Term of the Agreement. However, if the Property is annexed pursuant to the terms of this Agreement, then the City shall provide services to the Property pursuant to Chapter 43 of the Texas Local Government Code.

Section 2. The Owner covenants and agrees not to use the Property for any use other than for agriculture, wildlife management, and/or timber land consistent with Chapter 23 of the Texas Tax Code, except for the existing single-family residential use of the property, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson County or the City until the Property has been annexed into, and zoned by, the City.

The Owner covenants and agrees not to construct, or allow to be constructed, any buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's RA - Rural Agricultural zoning requirements apply to the Property, except when inconsistent with this Agreement in which case this Agreement shall apply, and that the Property shall be used only for RA - Rural Agricultural zoning uses that exist on that Property at the time of the execution of this Agreement, unless otherwise provided in this Agreement. However, the Owner may construct an accessory structure to an existing single family dwelling which is reasonable and necessary for the agricultural, wildlife management, and/or timber land purpose, after notification to and approval by the City of such action and in compliance with all applicable City ordinances and codes.

The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severably, to indemnify, hold harmless, and defend the City against any and all legal claims, by and person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

Section 3. The Owner acknowledges that if any part or related development document is filed in violation of this Agreement, or if the Owner commences development of the Property in violation

of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to the annexation at the discretion of the City Council. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner.

If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a municipality to use certain statutory procedures under an annexation plan. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein.

Section 4. Pursuant to Sections 43.035(b)(1)(B) of the Texas Local Government Code, the City is authorized to enforce all of the City's regulations and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries. The City states and specifically reserves its authority pursuant to Chapter 251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

Section 5. The term of the Agreement (the "Term") is fifteen (15) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

The Owner, and all of the Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation before the end of the Term, for annexation of the Property to be completed on or after the end of the Term. Prior to the end of the Term, the City may commence the voluntary annexation of the Property. In connection with annexation pursuant to this section, the Owners hereby waive any vested rights they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the owners may initiate during the time between the expiration of the Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned R1-Single Residential pursuant to the City's Code of Ordinances, pending determination of the property's permanent zoning in accordance with the provisions of applicable law and the City's Code of Ordinances.

Section 7. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address.

City of Taylor
Attn: City Manager
400 Porter Street
Taylor, Texas 76574

Section 8. This Agreement shall run with the Property and be recorded in the real property records of Williamson County, Texas.

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

Section 10. This Agreement may be enforced by any Owner or the City by and proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 11. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 12. Venue for this Agreement shall be in Williamson, County, Texas.

Section 13. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and the same instrument.

Section 14. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Section 3, 4, and 5 herein.

Please attach a copy of your deed in order for this agreement to be in effect.

Entered into this 7 day of July, 2010.

Cecilia Hannan
Owner Signature
Printed Name: Cecilia Hannan

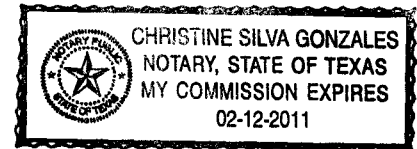
Owner Signature
Printed Name: _____

Owner Signature
Printed Name: _____

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the day of July 7, 2010, by Cecilia Hannan, Owner.

Christine Silva Gonzales
Notary Public, State of Texas



THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the day of _____, 2010, by _____, Owner.

Notary Public, State of Texas

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the day of _____, 2010, by _____, Owner.

Notary Public, State of Texas

Jim Dunaway
City Manager, City of Taylor, Texas

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Jim Dunaway, City Manager, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the City of Taylor, Texas, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ____ day
of _____, 2010.

Notary Public, State of Texas

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code by and between the City of Taylor, Texas, (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel of real property (the "Property") in Williamson, County, Texas, which is more particularly and separately described in the attached Exhibit "A"; and

WHEREAS, the City has begun the process to institute annexation proceedings on all or portions of Owner's Property and will hold public hearings on July 27th and August 12th, 2010;

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors, heirs, and assigns for the term (defined below) of this Agreement; and

WHEREAS, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and

further agrees not to include the Property in a statutory annexation plan for the Term of the Agreement. However, if the Property is annexed pursuant to the terms of this Agreement, then the City shall provide services to the Property pursuant to Chapter 43 of the Texas Local Government Code.

Section 2. The Owner covenants and agrees not to use the Property for any use other than for agriculture, wildlife management, and/or timber land consistent with Chapter 23 of the Texas Tax Code, except for the existing single-family residential use of the property, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson County or the City until the Property has been annexed into, and zoned by, the City.

The Owner covenants and agrees not to construct, or allow to be constructed, any buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's RA - Rural Agricultural zoning requirements apply to the Property, except when inconsistent with this Agreement in which case this Agreement shall apply, and that the Property shall be used only for RA - Rural Agricultural zoning uses that exist on that Property at the time of the execution of this Agreement, unless otherwise provided in this Agreement. However, the Owner may construct an accessory structure to an existing single family dwelling which is reasonable and necessary for the agricultural, wildlife management, and/or timber land purpose, after notification to and approval by the City of such action and in compliance with all applicable City ordinances and codes.

The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severably, to indemnify, hold harmless, and defend the City against any and all legal claims, by and person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

Section 3. The Owner acknowledges that if any part or related development document is filed in violation of this Agreement, or if the Owner commences development of the Property in violation

of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to the annexation at the discretion of the City Council. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner.

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City of Taylor
Attn: City Manager
400 Porter Street
Taylor, Texas 76574

Section 8. This Agreement shall run with the Property and be recorded in the real property records of Williamson County, Texas.

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Section 13. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and the same instrument.

Section 14. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Section 3, 4, and 5 herein.

Please attach a copy of your deed in order for this agreement to be in effect.

Entered into this 7 day of July, 2010.

Pecilia Hannan
Owner Signature
Printed Name: Pecilia Hannan

Owner Signature
Printed Name: _____

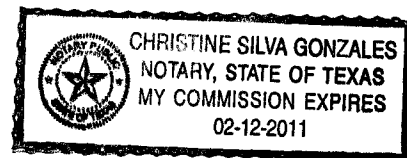
Owner Signature
Printed Name: _____

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the day of July 7, 2010, by Pecilia Hannan, Owner.

Christine Silva Gonzales
Notary Public, State of Texas

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }



This instrument was acknowledged before me on the day of _____, 2010, by _____, Owner.

Notary Public, State of Texas

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the day of _____, 2010, by _____, Owner.

Notary Public, State of Texas

Jim Dunaway
City Manager, City of Taylor, Texas

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Jim Dunaway, City Manager, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the City of Taylor, Texas, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ____ day of _____, 2010.

Notary Public, State of Texas

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code by and between the City of Taylor, Texas, (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel of real property (the "Property") in Williamson, County, Texas, which is more particularly and separately described in the attached Exhibit "A"; and

WHEREAS, the City has begun the process to institute annexation proceedings on all or portions of Owner's Property and will hold public hearings on July 27th and August 12th, 2010;

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors, heirs, and assigns for the term (defined below) of this Agreement; and

WHEREAS, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and

further agrees not to include the Property in a statutory annexation plan for the Term of the Agreement. However, if the Property is annexed pursuant to the terms of this Agreement, then the City shall provide services to the Property pursuant to Chapter 43 of the Texas Local Government Code.

Section 2. The Owner covenants and agrees not to use the Property for any use other than for agriculture, wildlife management, and/or timber land consistent with Chapter 23 of the Texas Tax Code, except for the existing single-family residential use of the property, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson County or the City until the Property has been annexed into, and zoned by, the City.

The Owner covenants and agrees not to construct, or allow to be constructed, any buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's RA - Rural Agricultural zoning requirements apply to the Property, except when inconsistent with this Agreement in which case this Agreement shall apply, and that the Property shall be used only for RA - Rural Agricultural zoning uses that exist on that Property at the time of the execution of this Agreement, unless otherwise provided in this Agreement. However, the Owner may construct an accessory structure to an existing single family dwelling which is reasonable and necessary for the agricultural, wildlife management, and/or timber land purpose, after notification to and approval by the City of such action and in compliance with all applicable City ordinances and codes.

The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severably, to indemnify, hold harmless, and defend the City against any and all legal claims, by and person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

Section 3. The Owner acknowledges that if any part or related development document is filed in violation of this Agreement, or if the Owner commences development of the Property in violation

of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to the annexation at the discretion of the City Council. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner.

If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a municipality to use certain statutory procedures under an annexation plan. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein.

Section 4. Pursuant to Sections 43.035(b)(1)(B) of the Texas Local Government Code, the City is authorized to enforce all of the City's regulations and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries. The City states and specifically reserves its authority pursuant to Chapter 251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

Section 5. The term of the Agreement (the "Term") is fifteen (15) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

The Owner, and all of the Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation before the end of the Term, for annexation of the Property to be completed on or after the end of the Term. Prior to the end of the Term, the City may commence the voluntary annexation of the Property. In connection with annexation pursuant to this section, the Owners hereby waive any vested rights they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the owners may initiate during the time between the expiration of the Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned R1-Single Residential pursuant to the City's Code of Ordinances, pending determination of the property's permanent zoning in accordance with the provisions of applicable law and the City's Code of Ordinances.

Section 7. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address.

City of Taylor
Attn: City Manager
400 Porter Street
Taylor, Texas 76574

Section 8. This Agreement shall run with the Property and be recorded in the real property records of Williamson County, Texas.

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

Section 10. This Agreement may be enforced by any Owner or the City by and proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 11. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 12. Venue for this Agreement shall be in Williamson, County, Texas.

Section 13. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and the same instrument.

Section 14. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Section 3, 4, and 5 herein.

Please attach a copy of your deed in order for this agreement to be in effect.

Entered into this 9 day of July, 2010.

Cecilia Hannan
Owner Signature
Printed Name: Cecilia Hannan

Owner Signature
Printed Name: _____

Owner Signature
Printed Name: _____

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the day of _____, 2010, by Cecilia Hannan, Owner.

Christine Silva Gonzales
Notary Public, State of Texas



THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the day of _____, 2010, by _____, Owner.

Notary Public, State of Texas

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the day of _____, 2010, by _____, Owner.

Notary Public, State of Texas

Jim Dunaway
City Manager, City of Taylor, Texas

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Jim Dunaway, City Manager, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the City of Taylor, Texas, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ____ day of _____, 2010.

Notary Public, State of Texas

THE STATE OF TEXAS,
COUNTY OF Williamson.

KNOW ALL MEN BY THESE PRESENTS:

02880

THAT I, Paul Streich, joined herein by my wife Theresa Streich, both of the County of Williamson, State of Texas, for and in consideration of the sum of Six Thousand Four Hundred & no/100 (\$6400.00) Dollars, to me paid and secured to be paid by Celia Hannan, as follows, to wit: One Thousand & no/100 (\$1000.00) Dollars cash in hand, the receipt of which is hereby acknowledged, and the execution and delivery to me by the said Celia Hannan of ten certain promissory notes of even date herewith, each for the principal sum of Five Hundred and forty & no/100 (\$540.00) Dollars, due on or before September 1st of the years 1914, 1915, 1916, 1917, 1918, 1919, 1920, 1921, 1922 and 1923, respectively, in the order of their respective numbers, being numbered from one to ten, inclusive, respectively, bearing interest thereon from date until paid at the rate of six percent. per annum, the interest payable annually on or before the principal and interest payable at the office of the First State Bank and Trust Company of Dallas, Texas, at New York, in Williamson County, Texas, all past due interest bearing interest at the rate of six percent. per annum from maturity containing maturity and balloon clauses, and reciting the fact that said notes and each of them are given in part payment for the land herein conveyed, and retaining the vendors lien in said notes, all of said notes being payable to my order, reference being here made to said notes, and each of them, for description of said land and notes.

Have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said Celia Hannan

of the County of Williamson, State of Texas, all that certain tract or parcel of land, lying and being situated in Williamson County, Texas, being a part of the Francis Bradley survey, and being fully described by meter and bounds, to-wit: Situated on the waters of Turkey Creek, and beginning at a stone mound at the N. E. corner of the 60 acre tract of land out of said survey, same being the Pat Hannan 60 acres, thence N. 71° E. with the south line of the C. W. Baker survey 554.76 vrs. a stone mound in Bradley's north line, thence S. 19° E. 409.57 vrs. a stone mound in north line of public road, thence S. 71° W. 557.46 vrs. a stone mound, the S. E. corner of said 60 acres of land above mentioned, thence N. 19° W. with the east line of said 60 acre tract of land 405.9 vrs. to the place of beginning and containing 40.6 acres of land, being the same land as was conveyed to me by W. H. Par- kington by deed dated Dec. 12, 1912, recorded in Vol. 145, pages 373, et seq. of the Deed Records of said Williamson County, to which said deed and the said record there of reference is here made for description of said land

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 Celia Hannan, her heirs and assigns forever, and do hereby bind myself, my heirs, executors and administrators to Warrant and Forever Defend, all and singular, the said premises unto the said Celia Hannan, her 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 is retained against the above described property, premises and improvements, until the above described notes and all interest thereon are fully paid, according to their face and tenor, effect and reading, when this Deed shall become absolute.

Witness our hands at Taylor, Tex. this 1st day of Dec. A. D. 1913

WITNESSES:

Paul Strick
Therese Strick

THE STATE OF TEXAS,

County of Williamson Before me, O. E. Roberts, a Notary Public,
in and for Williamson County, Texas, on this day
personally appeared Paul Strick
known to me to be the person whose name is
subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 1st day of December A. D. 1913

L.S.

O. E. Roberts, Notary Public,
in and for Williamson County, Tex.

THE STATE OF TEXAS,

County of Williamson Before me, O. E. Roberts, a Notary Public,
in and for Williamson County, Texas, on this day
personally appeared Therese Strick
wife of Paul Strick
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 the said
wife of the said Therese Strick having been examined by me, privily and apart from her husband, and having the same
fully explained to her, she, the said Therese Strick acknowledged such instrument to be her act and deed,
and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this 1st day of December A. D. 1913

L.S.

O. E. Roberts, Notary Public,
in and for Williamson County, Tex.

Filed for record the 3 day of Dec. A. D. 1913, at 8 o'clock A.M.
Recorded the 4 day of Dec. A. D. 1913, at 4:40 o'clock P.M.

By W. E. Moore Deputy,

C. J. McMurray
Clerk County Court, Williamson County, Texas

CHAS HANNAN ET AL
01736
THE STATE OF TEXAS
COUNTY OF WILLIAMSON

AFFIDAVIT OF LIMITATION
TITLE

TO THE PUBLIC

Before me, the undersigned authority, personally appeared Chas Hannan and John Hannan, who, being by me duly sworn, stated on oath that for more than twenty-five years they have been acquainted and familiar with the tract of land containing 40.16 acres in the Francis Bradley Survey in Williamson county, Texas, which was conveyed to Celia Hannan by Paul Streich and wife, Therese Strich, by deed dated December 1, 1913, recorded in Volume 160, page 101 of the Deed Records of said county, and the persons who have had possession of said tract of land during all of said period of more than twenty-five years; that for more than twenty-five years said Celia Hannan and Annie Corbett and husband, Mike Corbett, J O Stiles, Ada Pumphrey and A L Waggoner and wife, Susie Waggoner, and their respective tenants have had peaceable and adverse possession of said tract of land, under claim of right, in good faith, under deeds purporting to convey the same, which deeds have been recorded in the Deed Records of said county; that during all of said ^{time} the above mentioned persons and their tenants have used, cultivated and held said tract of land openly; that affiants have never heard of anyone claiming any interest in said land other than the above named persons since said land was conveyed to said Celia Hannan by said Paul Streich and wife.

CHAS HANNAN
JOHN HANNAN

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

Before me, the undersigned authority, on this day personally appeared Chas Hannan, and John Hannan, known to me to be the persons whose names are subscribed to the foregoing instrument, and in my presence executed the same and swore to the truth thereof, 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 31st day of July A.D. 1945.

(LS)

E M GRIMES, Notary Public
Williamson County, Texas

Filed for record Aug 3, 1945, at 8 o'clock A.M.
Recorded Aug 3, 1945, at 3:45 o'clock P.M.

By Kathryn Shaw Deputy. C.O. BEAVER, Clerk, County Court,
Williamson County, Texas.

Property Search Results

Property ID	Owner Name	Situs Address	Value
<u>R019500</u>	HANNAN, CECILIA THONIG	FM 619 TAYLOR, TX 76574	\$63,669
<u>R019551</u>	HANNAN, CECILIA THONIG	4400 FM 619 TAYLOR, TX 76574	\$93,803
<u>R019584</u>	HANNAN, CECILIA THONIG	4600 FM 619 TAYLOR, TX 76574	\$114,553
<u>R020026</u>	HANNAN, CECILIA THONIG	4600 FM 619 TAYLOR, TX 76574	\$112,983

DEED OF TRUSTNO. H-421539
Charles G. Hannan
FLBA of TEMPLE FLBA OF WACO
VOL 273 PAGE 705

STATE OF TEXAS

COUNTY OF WILLIAMSON

6916

} KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned whether named herein or not, in or of the Counties according to their acknowledgments respectively, hereinafter called "Mortgagors," including:

CHARLES G. HANNAN et ux CECILIA HANNAN

whether there be one or more parties executing this instrument, for and in consideration of the sum of Ten Dollars in hand paid by Thomas H. Benson, Trustee, of Houston, Harris County, Texas, the receipt whereof is hereby acknowledged, and the further consideration, uses, purposes and trust herein set forth and declared, have granted, sold and conveyed, and by these presents do grant, sell and convey unto the said Trustee herein named, and to his successors and substitutes in the trust hereby created, all of the following

described real estate situated in Williamson County, Texas about 3 miles Northeast of the town of Taylor, Texas, containing 1 acres, more or less, and consisting of the following surveys and parts of surveys, to-wit:

BEING a 1.00 acre tract of land situated in the John Pharrass Survey, Abstract No. 495, in Williamson County, Texas, and being a part of that certain 50 acre tract of land conveyed by Deed to Charles Hannan as recorded in Volume 244, Page 85, Deed Records of Williamson County, Texas, and being more particularly described as follows:

BEGINNING at a concrete monument found in the West line of Farm-to-Market Road No. 619, marking the Northeast corner of said Hannan 50 acre tract, for the Northeast corner hereof;

THENCE South 71 degrees 00' West 250.00 feet with the North line of said Hannan 50 acre tract to an iron pin set, for the Northwest corner hereof;

THENCE South 19 degrees 24' East 174.24 feet to an iron pin set, for the Southwest corner hereof;

THENCE North 71 degrees 00' East 250.00 feet to an iron pin set in the said West line of Farm-to-Market Road No. 619, for the Southeast corner hereof;

THENCE North 19 degrees 24' West 174.24 feet with said West line to the PLACE OF BEGINNING, and containing 1.00 acre of land, as surveyed on the ground by R. T. Magness, Jr., Registered Professional Engineer Texas License No. 16438, during the month of September, 1978.

It is expressly understood and agreed that, as a part of the consideration for the loan made to the undersigned and secured by the premises hereinabove described, this instrument covers and includes all subsurface or mineral interest ownership now or after acquired by the undersigned in the above property and whether or not expressly excepted from the description to the above security premises, any provisions herein to the contrary being of no force and effect.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances there-to in anywise belonging, unto the said Trustee herein named, his successors and substitutes in this trust, forever. And we, the mortgagors, do hereby bind ourselves, our heirs, executors and administrators to warrant and forever defend all and singular the said premises unto the said Trustee herein named, his successors and substitutes in this trust, and to his and their assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

This conveyance is made in trust to secure and enforce the payment of one certain promissory note executed by the mortgagors, payable to the order of THE FEDERAL LAND BANK OF HOUSTON, at its office in Houston, Harris County, Texas,

hereinafter called "Bank," for the principal sum of ...TWENTY-SEVEN THOUSAND..... DOLLARS, with interest at the rate therein provided, said principal and interest being payable in installments on an amortization plan or otherwise, as therein provided, the last installment in an amount equal to the balance of principal and interest then remaining owing on said indebtedness, being due and payable on the first day ofSEPTEMBER, 2004.....; and providing for an option to accelerate the maturity thereof upon failure to pay an installment when due; and to secure the full and complete performance of the covenants and agreements herein contained, and the payment of an attorney or collection fee and interest on matured items, according to the tenor, reading and effect of said note.

Said note being executed in renewal and extension of

the balance due, being \$27,000.00 on that certain Mechanic's Lien Note dated October 12, 1978, in the original sum of \$51,000.00 executed by Charles G. Hannan and wife, ~~Charles G. Hannan~~ to John Stefek, which note is more particularly described in a Mechanic's Lien Contract of even date therewith by and between said parties, recorded in Volume 42, Page 597, Mechanic's Lien Records, Williamson County, Texas, and which note and Contract were transferred and assigned to the Granger National Bank by instrument attached to said Mechanic's Lien Contract and further transferred by the Granger National Bank to "Bank" by instrument not yet recorded and to which instruments references are here made for all pertinent purposes.

And mortgagors hereby warrant that the indebtedness renewed is a valid lien on said land and hereby request said Bank to advance the money and to pay the same to the present owner or owners of said indebtedness renewed and extended by said note, and mortgagors hereby agree that the Bank and its assigns are hereby subrogated to all the rights, liens, remedies, equities, superior title and benefits held, owned, possessed and enjoyed at any time by any owner or holder thereof.

If mortgagors shall make, when due, all payments provided for in said note and keep and perform all of the covenants and agreements herein set out, then this conveyance shall become null and void; otherwise it shall remain in full force and effect.

Mortgagors for themselves, their heirs, successors and assigns, represent, covenant and agree as follows:

(1) To apply the proceeds of this loan to purposes for which they were obtained. That all statements and representations made in the application for this loan are true and correct.

(2) To insure and keep insured all buildings now and hereafter located on said land against loss or damage by fire and storm in company or companies, form and amounts satisfactory to the mortgagee, such insurance to be payable to the Bank as its interest may appear; the policies to be delivered to and held by the Bank, and any insurance proceeds received by the Bank, if not used for the reconstruction of buildings on the premises, may be applied on the indebtedness secured hereby, whether due or not. All insurance on buildings on said premises now in force, or hereafter obtained, whether or not required by the Bank, shall be and become payable to the Bank and be subject to the terms and conditions hereof.

(3) To pay when due, all taxes, liens, judgments, charges and assessments that may be assessed against the premises hereinbefore described, and the Bank, in the event we fail to do so, may obtain such insurance, pay when due any taxes, liens, judgments or assessments against said premises, whether delinquent or not, and be subrogated to the lien securing the sums paid. The Bank may prosecute, or defend, any court proceedings involving the debt, lien, or title to the premises hereinbefore described, or any part thereof; and may incur expenses of said court proceedings; and may obtain and pay for abstracts of title to said premises. Mortgagors agree to pay said Bank immediately, at Houston, Texas, any sums advanced by it for any of the aforesaid purposes, with interest as provided by said note on matured items, and that such sums shall be secured hereby.

(4) Mortgagors agree that in the event they purchase life insurance (group, credit or other) in connection with this loan but subsequently fail to pay the premium to keep same in force, the Bank, at its option, may pay such premium on mortgagors' behalf, charge such payment to the loan, and such advance of premium shall be secured by this mortgage and bear interest the same as other advances provided for in this mortgage.

(5) The premises hereinbefore described shall be continuously used for agriculture in a husbandlike manner; waste will not be committed or permitted; adequate terraces and drainage ditches will be constructed and maintained; all improvements now on said premises, or hereafter put thereon, will be kept in good condition and repair, and will not be removed or demolished. Merchantable timber, stone, sand, gravel, minerals, or improvements will not be removed from said security without the written consent of the Bank, and, that any restrictions affecting said security will not be violated.

(6) As long as the above note remains unpaid, mortgagors, their heirs, successors, and assigns, shall not sell, assign, or convey any part or all of the mortgaged premises (regardless of whether the buyer or assignee "assumes" the note or takes the mortgaged premises "subject to" such note) without first obtaining the Bank's prior written consent;

(7) As long as the above note remains unpaid, mortgagors, their heirs, successors, and assigns shall not commit an Act of Bankruptcy, or authorize the filing of a voluntary petition in bankruptcy, or allow the above described property to be taken over by a Receiver for mortgagors, their heirs or assigns;

Mortgagors hereby transfer and assign unto the Bank to be applied on the debt secured hereby; (a) all eminent domain or condemnation award moneys which may hereafter be awarded or paid for damages done to the security, or for any portion of the premises which may be appropriated for any character of public or quasi-public use; (b) all the bonuses, rents, royalties, damages, and delay moneys that may be due or that may hereafter become due and payable to the mortgagors or their assigns under any oil, gas, mining or mineral lease or leases of any kind now existing, or which may hereafter come into existence (including agricultural contracts of every kind) covering the above described land or any part thereof. Mortgagors authorize and direct payment of such money to said Bank until the debt secured hereby is paid. Such money may, at the option of the Bank, be applied on the debt whether due or not. The Bank shall not be obligated, in any manner to collect said moneys or any part thereof, and shall be responsible only for amounts received by the Bank. Nothing herein contained shall be construed as a waiver of or to prejudice the priority of this lien or the options hereunder in favor of said Bank.

The Bank may, at any time, without notice, release all or any part of the premises described herein, grant extensions and deferments of the time of payment of the indebtedness secured hereby, or any part thereof, agree to and grant renewals and reamortizations of said indebtedness, or any part thereof, or release from liability any one or more parties who are or may become liable for the payment of said indebtedness or any part thereof without affecting the priority of the deed of trust or the personal liability of the borrower or any party liable or who may become liable for the payment of the indebtedness hereby secured; and all such extensions, deferments, renewals, and reamortizations shall be secured by the lien hereof. It is stipulated and agreed that all agreements, stipulations, and covenants contained in this deed of trust shall be binding upon the mortgagors, their heirs, executors, administrators and successors.

expressed in paragraphs (2) and (3) above, mortgagors covenanted by this deed of trust at the sole option of the Bank, to pay principal and interest payable herein is fully secured by this deed of trust.

[illegible]

If any payment on the above-described note is not made as the same becomes due and payable; or if the premises herein conveyed become embraced within the boundaries of any irrigation, levee, drainage or other improvement district (except school or road district), and such district shall have power to issue bonds or other evidence of indebtedness requiring the levy and collection of taxes and payment thereof; or if any merchantable timber, stone, sand, gravel, minerals, or improvements are removed from the security without the written consent of the Bank; or if any act is done or omitted to be done in violation of any of the terms or provisions of the Farm Credit Act of 1971, or in violation of any of the covenants, agreements, provisions or warranties of this mortgage, the whole of the unmatured principal of the note together with accrued interest, shall, at the option of the Bank, or the legal or equitable owner or holder thereof, become immediately due and payable, and at the request of said Bank, or said owner or holder, said trustee, or his successors or substitutes, is hereby authorized and empowered to sell the premises hereby conveyed at public auction to the highest bidder for cash at the door of the courthouse of the county in which such real estate, or a portion thereof, is situated, between the hours of ten o'clock in the forenoon and four o'clock in the afternoon, on the first Tuesday of any month. Notice of such proposed sale shall be given in accordance with the provisions of Article 3810, Revised Civil Statutes of Texas, by posting written notice thereof at least 21 days preceding the date of the sale at the courthouse door of the county in which the sale is to be made, and if the real estate is in more than one county, one notice shall be posted at the courthouse door of each county in which the real estate is situated. If the real estate is in more than one county the sale may be held in any county in which the real estate is situated and such notice shall designate the county where the real estate will be sold. In addition, the holder of the debt to which the power of sale is related shall at least 21 days preceding the date of sale serve written notice of the proposed sale by certified mail on each debtor obligated to pay such debt according to the records of such holder. And mortgagors hereby authorize and empower the trustee, and each and all of his successors and substitutes in this trust, to sell said property, together or in lots and parcels as such trustee shall deem expedient, under the same notice of sale, and to execute and deliver to the purchaser or purchasers of said property, good and sufficient deeds of conveyance thereof by fee simple title, with covenants of general warranty. It is also agreed that the trustee or successor trustee may at the request of the Bank conduct successive foreclosure sales of parts or parcels of land and no sale of any parcel shall exhaust, impair, or waive the power of sale as to other parts or parcels to satisfy any balance of the debt remaining unpaid.

It is understood and agreed that if default be made in the payment of any of the installments of the note secured hereby, said Bank or the owner or holder of the note, or the owner or holder of any installment thereon, may at its or his option:

LOAN NO. H-421539

Witness our hands this the 20th day of June A.D. 19 79

Charles G. Hannan

Cecilia Hannan

BEFORE ME, the undersigned authority, on this day personally appeared
Charles G. Hannan et ux Cecilia Hannan
known to me to be the person S. whose name S. are subscribed to the foregoing instrument, and acknowledged to me that
he y executed the same for the purposes and considerations therein expressed.
GIVEN under my hand and seal of office, this the 27 day of July, A.D., 19 79.
(SEAL) James N. Boydston
Notary Public in and for
Williamson County, Texas

THE STATE OF TEXAS
COUNTY OF

~~BEFORE ME, the undersigned authority, on this day personally appeared~~

THE STATE OF TEXAS }
County of Williamson } I, James N. Boydston, Clerk of the County Court of said County, do hereby cer-
tify that the foregoing instrument in writing, with its certificate of authentication, was filed for record in my office on
the 27th day of July A.D. 19 79, at 3:00 o'clock P. M., and duly recorded this
the 30th day of July A.D. 19 79, at 2:40 o'clock P. M., in the
Deed of Trust Records of said County, in Vol. 273 pp 705

WITNESS MY HAND and seal of the County Court of said County, at office in Georgetown, Texas, the date
last above written.
By Alaine Brizuel Deputy JAMES N. BOYDSTON, CLERK,
County Court, Williamson County, Texas

he executed the same for the purposes and considerations therein expressed.
GIVEN under my hand and seal of office, this the day of , A.D., 19
(SEAL) Notary Public in and for
County, Texas

THE STATE OF TEXAS
COUNTY OF

THIS CERTIFIES that the foregoing deed of trust, with its certificate of authentication, was filed for record in my office on
the day of , 19 , at o'clock M., and duly recorded
by me on the day of , A.D., 19 , in Vol. ,
Page of the Deed of Trust or Land Mortgage Records of County, Texas.
(SEAL), Clerk of Said County
By , Deputy.

INDEXED
OF TEMPLE
6916
Loan No. H 421539

DEED OF TRUST

CHARLES G. HANNAN ET UX
TO
THOMAS H. BENSON
TRUSTEE
FOR
The Federal Land Bank of Houston
HOUSTON, TEXAS

Filed for record this day of
A.D., 19
at o'clock M.
Recorded in Vol. , Page
of the Deed of Trust or Land Mortgage Records of
FILED FOR RECORD 3040
at o'clock County, Texas

JUL 27 1979
Clerk County Court.

JAMES N. BOYDSTON
By Clerk County Court, Williamson County, Tex. Deputy
By Alaine Brizuel 273
705

4 C & H boynton 1-1-80
900 6779

Loan No. 421539

Name: Charles G Hannan

ASSIGNMENT OF NOTE AND DEED OF TRUST

STATE OF TEXAS

COUNTY OF WILLIAMSON

FOR AND IN CONSIDERATION OF the terms hereof and the sum of TEN DOLLARS (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the FARM CREDIT BANK OF TEXAS, a corporation and federal instrumentality, acting by and through its duly authorized officer, hereinafter referred to as "Assignor", subject to the conditions herein expressed, does hereby sell, convey, transfer, assign, and deliver unto:

Texas Land Bank, FLCA
P.O. Box 20997
Waco, Texas 76702-0997

hereinafter referred to as "Assignee", all of its right, title, and interest in and to the following described Promissory Note and all collateral presently serving as security therefor:

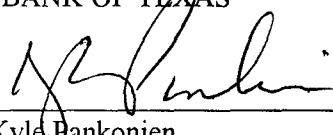
One certain Promissory Note in the original principal sum of \$27,000.00, bearing the above-referenced Loan Number, payable to the order of Assignor and that certain Deed of Trust dated June 20, 1979, securing said indebtedness, said Deed of Trust being recorded in Volume 273, at Page 705 in the Deed of Trust Records of Williamson County, Texas.

THIS ASSIGNMENT OF NOTE AND DEED OF TRUST IS MADE SUBJECT TO all partial releases and/or subordinations of the aforesaid Deed of Trust which have been granted by the previous holder(s) of the note and liens. THIS ASSIGNMENT IS WITHOUT RECOURSE OR WARRANTY OF ANY KIND, EXCEPT FOR WARRANTY OF TITLE.

This assignment shall be effective as of the 1st day of September, 2000.

WITNESS the corporate signature of the FARM CREDIT BANK OF TEXAS, a corporation and federal instrumentality, on this the 5th day of July, 2000.

FARM CREDIT BANK OF TEXAS

By: 

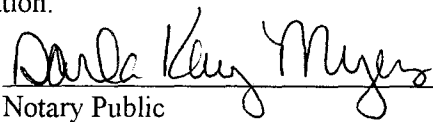
Name: Kyle Pankonien

Title: Vice-President and Deputy General Counsel

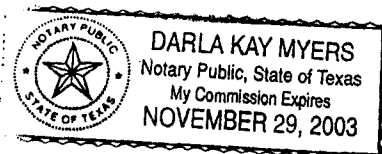
STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on this 5th day of July, 2000 by Kyle Pankonien, Vice-President and Deputy General Counsel of the Farm Credit Bank of Texas a federally chartered corporation, on behalf of said corporation.

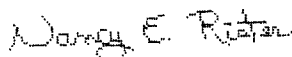

Notary Public

My Commission Expires:



After Recording, Return to:
Farm Credit Bank of Texas
P. O. Box 15919, Austin, TX 78761
ATTN: Loan Processing (FLCA)

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



09-07-2000 10:00 AM 2000059859
MIKULENCAK \$9.00
NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code by and between the City of Taylor, Texas, (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel of real property (the "Property") in Williamson, County, Texas, which is more particularly and separately described in the attached Exhibit "A"; and

WHEREAS, the City has begun the process to institute annexation proceedings on all or portions of Owner's Property and will hold public hearings on July 27th and August 12th, 2010;

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors, heirs, and assigns for the term (defined below) of this Agreement; and

WHEREAS, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and

further agrees not to include the Property in a statutory annexation plan for the Term of the Agreement. However, if the Property is annexed pursuant to the terms of this Agreement, then the City shall provide services to the Property pursuant to Chapter 43 of the Texas Local Government Code.

Section 2. The Owner covenants and agrees not to use the Property for any use other than for agriculture, wildlife management, and/or timber land consistent with Chapter 23 of the Texas Tax Code, except for the existing single-family residential use of the property, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson County or the City until the Property has been annexed into, and zoned by, the City.

The Owner covenants and agrees not to construct, or allow to be constructed, any buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's RA - Rural Agricultural zoning requirements apply to the Property, except when inconsistent with this Agreement in which case this Agreement shall apply, and that the Property shall be used only for RA - Rural Agricultural zoning uses that exist on that Property at the time of the execution of this Agreement, unless otherwise provided in this Agreement. However, the Owner may construct an accessory structure to an existing single family dwelling which is reasonable and necessary for the agricultural, wildlife management, and/or timber land purpose, after notification to and approval by the City of such action and in compliance with all applicable City ordinances and codes.

The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severably, to indemnify, hold harmless, and defend the City against any and all legal claims, by and person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

Section 3. The Owner acknowledges that if any part or related development document is filed in violation of this Agreement, or if the Owner commences development of the Property in violation

of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to the annexation at the discretion of the City Council. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner.

If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a municipality to use certain statutory procedures under an annexation plan. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein.

Section 4. Pursuant to Sections 43.035(b)(1)(B) of the Texas Local Government Code, the City is authorized to enforce all of the City's regulations and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries. The City states and specifically reserves its authority pursuant to Chapter 251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

Section 5. The term of the Agreement (the "Term") is fifteen (15) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

The Owner, and all of the Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation before the end of the Term, for annexation of the Property to be completed on or after the end of the Term. Prior to the end of the Term, the City may commence the voluntary annexation of the Property. In connection with annexation pursuant to this section, the Owners hereby waive any vested rights they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the owners may initiate during the time between the expiration of the Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned R1-Single Residential pursuant to the City's Code of Ordinances, pending determination of the property's permanent zoning in accordance with the provisions of applicable law and the City's Code of Ordinances.

Section 7. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address.

City of Taylor
Attn: City Manager
400 Porter Street
Taylor, Texas 76574

Section 8. This Agreement shall run with the Property and be recorded in the real property records of Williamson County, Texas.

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

Section 10. This Agreement may be enforced by any Owner or the City by and proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 11. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 12. Venue for this Agreement shall be in Williamson, County, Texas.

Section 13. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and the same instrument.

Section 14. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Section 3, 4, and 5 herein.

Please attach a copy of your deed in order for this agreement to be in effect.

Entered into this _____ day of _____, 2010.

Julian M. Kosh Jr
Owner Signature

Printed Name: JULIAN M. KOSH JR

Shirley A. Kosh
Owner Signature

Printed Name: Shirley A. Kosh

Owner Signature

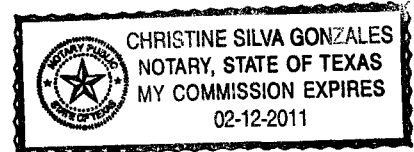
Printed Name: _____

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON}

This instrument was acknowledged before me on the day of July 7, 2010, by JULIAN M. KOSH, JR, Owner.

Christine Silva Gonzales
Notary Public, State of Texas

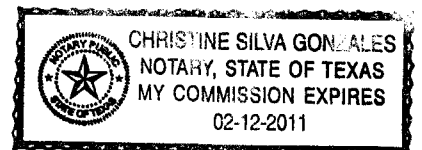
THE STATE OF TEXAS }
COUNTY OF WILLIAMSON}



This instrument was acknowledged before me on the day of July 7, 2010, by SHIRLEY A. KOSH, Owner.

Christine Silva Gonzales
Notary Public, State of Texas

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON}



This instrument was acknowledged before me on the day of _____, 2010, by _____, Owner.

Notary Public, State of Texas

Jim Dunaway
City Manager, City of Taylor, Texas

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Jim Dunaway, City Manager, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the City of Taylor, Texas, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ____ day of _____, 2010.

Notary Public, State of Texas

6 R 006461
DOC# 9809678

98018581

WARRANTY DEED WITH VENDOR'S LIEN

Date: February 26, 1998

Grantor: MICHAEL C. KAISER and wife, JANET W. KAISER

Grantee: JULIAN M. KOSH, Jr. and SHIRLEY A. KOSH

Grantee's Mailing Address (including county):

2141 Rowe Loop
Pflugerville, Texas 78660
Travis County

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 NINETY-NINE THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS (\$99,800.00) and is executed by Grantee, payable to the order of FARM CREDIT BANK OF TEXAS. The note is secured by a vendor's lien retained in favor of FARM CREDIT BANK OF TEXAS in this deed and by a deed of trust of even date, from Grantee to ARNOLD B. HENSON, Trustee.

FARM CREDIT BANK OF TEXAS, 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 FARM CREDIT BANK OF TEXAS and are transferred to FARM CREDIT BANK OF TEXAS without recourse on Grantor.

Property (including any improvements):

BEING 57.385 acres of land out of the Margaret McDaniel Survey, Abstract No. 443, Williamson County, Texas and being more particularly described by metes and bounds in Exhibit "A" attached hereto.

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.

OFFICIAL RECORDS
WILLIAMSON COUNTY, TEXAS

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, executor, 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 whatsoever 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.


MICHAEL C. KAISER


JANET W. KAISER

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Williamson

This instrument was acknowledged before me on February 26, 1998 1998, by MICHAEL C. KAISER.



BYLLI DIANE KOTROLA
Notary Public, State of Texas
My Commission Expires
APRIL 24, 2001


Notary Public, State of Texas

RECORDERS MEMORANDUM

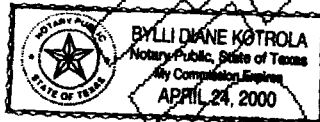
All or parts of the text on this page was not clearly legible for satisfactory recordation.

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF WILLIAMSON

§
§
§

This instrument was acknowledged before me on February 26, 1998
1998, by JANET W. KAISER.



Bylli DANE Kotrola
Notary Public, State of Texas

PREPARED IN THE OFFICE OF

David Darnell
801 Main
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

Longhorn Title Co. Inc.
801 Main
Georgetown, Texas 78626

EXHIBIT "A"

FIELD NOTES DESCRIBING 57.385 ACRES OF LAND, MORE OR LESS, A PART OF THE MARGARET MCDANIEL SURVEY, ABSTRACT # 443, WILLIAMSON COUNTY, TEXAS, AND BEING THAT TRACT DESCRIBED AS TRACT ONE (1), AND TRACT TWO (2) IN VOLUME 2389, PAGE 347, DEED RECORDS WILLIAMSON COUNTY, TEXAS, SAID 57.385 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a concrete monument found in the east line of Farm to Market (FM) Road 619 at the northwest corner of the Marvin Stoll called 78.0 acre tract described in Volume 484, Page 226, Deed Records Williamson County, Texas, for the southwest corner hereof;

THENCE with the east line of said FM 619, North $18^{\circ}53'33''$ West 388.80 feet to an 1/2 inch iron rod set at the southwest corner of the C. W. Kaiser Tract described in Volume 523, Page 292, Deed Records Williamson County, Texas, for a corner hereof;

THENCE with the south line of said Kaiser Tract North $70^{\circ}53'35''$ East 161.17 feet to an 1/2 inch iron rod found at the southeast corner of said Kaiser Tract for an interior corner hereof;

THENCE North $18^{\circ}57'18''$ West 169.83 feet to an 1/2 inch iron rod found in the south line of the SPJST Lodge Tract described in Volume 266, Page 225, for the northeast corner of said Kaiser Tract and an interior corner hereof;

THENCE with the south line of said SPJST Lodge Tract North $71^{\circ}11'22''$ East 236.97 feet to an 1/2 inch iron rod set for the southeast corner of said SPJST Lodge Tract for an interior corner hereof;

THENCE with the east line of said SPJST Lodge Tract North $18^{\circ}53'33''$ West 417.97 feet to a 2 inch pipe found for the northeast corner of said SPJST Lodge Tract and an interior corner hereof;

THENCE with the north line of said SPJST Tract South $71^{\circ}06'07''$ West 397.96 feet to an 1/2 inch iron rod set in the east line of said FM 619 and the northwest corner of said SPJST Lodge Tract and an exterior corner hereof;

THENCE with the east line of said FM 619 North $18^{\circ}53'33''$ West 20.14 feet to an 1/2 inch iron rod set for the westerly most north corner hereof;

THENCE North $70^{\circ}16'19''$ East 36.14 feet to an 1/2 inch iron rod set for an interior corner hereof;

THENCE North 18°36'12" West 18.90 feet to an 1/2 inch iron rod set at the southwest corner of the M. J. Harrington 0.267 acre tract for an exterior corner hereof;

THENCE with the south line of said Harrington Tract; North 70°16'19" East 176.60 feet to an 1/2 inch iron rod set at the southeast corner of said Harrington Tract for an interior corner hereof;

THENCE North 18°36'12" West 406.82 feet to an 1/2 inch iron rod found in the south line of L. A. Donel 1.09 acre tract for the westerly most north corner hereof;

THENCE with the north line of herein described tract and south line of said Donel Tract and the south line of the Herbert Kaiser Tract North 70°59'46" East 1922.93 feet to an 1/2 inch iron rod found in the west line of the Alice Hartman Tract for the northeast corner hereof;

THENCE with the common line of herein described tract and the said Hartman Tract South 03°45'37" East 1488.05 feet to a concrete monument found for the southeast corner hereof;

THENCE with the common line of herein described tract and said Stoll Tract South 71°20'00" West 1749.37 feet to the PLACE OF BEGINNING and containing 57.385 acres of land, more or less.

Doc# 9809678

Pages: 5

Date: 02-27-1998

Time: 03:49:52 P.M.

Filed & Recorded in

Official Records

of WILLIAMSON County, TX.

ELAINE BIZZELL

COUNTY CLERK

Rec. \$ 175.00

RETURN TO

Longhorn Title Co., Inc.

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code by and between the City of Taylor, Texas, (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel of real property (the "Property") in Williamson, County, Texas, which is more particularly and separately described in the attached Exhibit "A"; and

WHEREAS, the City has begun the process to institute annexation proceedings on all or portions of Owner's Property and will hold public hearings on July 27th and August 12th, 2010;

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors, heirs, and assigns for the term (defined below) of this Agreement; and

WHEREAS, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and

further agrees not to include the Property in a statutory annexation plan for the Term of the Agreement. However, if the Property is annexed pursuant to the terms of this Agreement, then the City shall provide services to the Property pursuant to Chapter 43 of the Texas Local Government Code.

Section 2. The Owner covenants and agrees not to use the Property for any use other than for agriculture, wildlife management, and/or timber land consistent with Chapter 23 of the Texas Tax Code, except for the existing single-family residential use of the property, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson County or the City until the Property has been annexed into, and zoned by, the City.

The Owner covenants and agrees not to construct, or allow to be constructed, any buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's RA - Rural Agricultural zoning requirements apply to the Property, except when inconsistent with this Agreement in which case this Agreement shall apply, and that the Property shall be used only for RA - Rural Agricultural zoning uses that exist on that Property at the time of the execution of this Agreement, unless otherwise provided in this Agreement. However, the Owner may construct an accessory structure to an existing single family dwelling which is reasonable and necessary for the agricultural, wildlife management, and/or timber land purpose, after notification to and approval by the City of such action and in compliance with all applicable City ordinances and codes.

The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severably, to indemnify, hold harmless, and defend the City against any and all legal claims, by and person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

Section 3. The Owner acknowledges that if any part or related development document is filed in violation of this Agreement, or if the Owner commences development of the Property in violation

of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to the annexation at the discretion of the City Council. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner.

If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a municipality to use certain statutory procedures under an annexation plan. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein.

Section 4. Pursuant to Sections 43.035(b)(1)(B) of the Texas Local Government Code, the City is authorized to enforce all of the City's regulations and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries. The City states and specifically reserves its authority pursuant to Chapter 251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

Section 5. The term of the Agreement (the "Term") is fifteen (15) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

The Owner, and all of the Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation before the end of the Term, for annexation of the Property to be completed on or after the end of the Term. Prior to the end of the Term, the City may commence the voluntary annexation of the Property. In connection with annexation pursuant to this section, the Owners hereby waive any vested rights they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the owners may initiate during the time between the expiration of the Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned R1-Single Residential pursuant to the City's Code of Ordinances, pending determination of the property's permanent zoning in accordance with the provisions of applicable law and the City's Code of Ordinances.

Section 7. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address.

City of Taylor
Attn: City Manager
400 Porter Street
Taylor, Texas 76574

Section 8. This Agreement shall run with the Property and be recorded in the real property records of Williamson County, Texas.

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

Section 10. This Agreement may be enforced by any Owner or the City by and proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 11. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 12. Venue for this Agreement shall be in Williamson, County, Texas.

Section 13. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and the same instrument.

Section 14. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Section 3, 4, and 5 herein.

Please attach a copy of your deed in order for this agreement to be in effect.

Entered into this 19th day of July, 2010.

Owner Signature _____

Printed Name: Eugene F. Kokes

Eugene F. Kokes

Owner Signature _____

Printed Name: Mary Kokes

Mary Kokes

Owner Signature _____

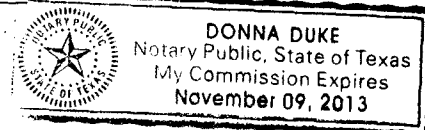
Printed Name: _____

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }

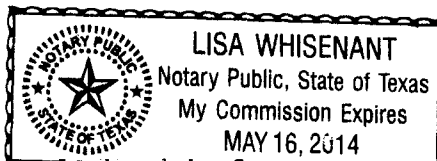
This instrument was acknowledged before me on the day of
July 19, 2010, by Donna Duke, Owner.

Donna Duke

Notary Public, State of Texas



THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }



This instrument was acknowledged before me on the day of
July 19, 2010, by Mary Kokes, Owner.

Lisa Whisenant

Notary Public, State of Texas

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the day of
_____, 2010, by _____, Owner.

Notary Public, State of Texas

Jim Dunaway
City Manager, City of Taylor, Texas

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Jim Dunaway, City Manager, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the City of Taylor, Texas, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ____ day
of _____, 2010.

Notary Public, State of Texas

The State of Texas,

County of WILLIAMSON

VOL 248 PAGE 815

**Know All Men by These Presents:
4942**

That we, EUGENE F. KOKES and wife, MARY KOKES

of Williamson County, Texas, hereinafter styled parties of the first part, (and considered in the plural sense whether one or more) in consideration of the sum of One Dollar in hand paid to the parties of the first part, by Larry A. Cervenka Trustee, party of the second part, of Williamson County, Texas, the receipt whereof is hereby acknowledged, and of the further consideration, uses, purposes and trusts herein set forth and declared, have Granted, Bargained, Sold, Alienated, Conveyed and Confirmed, and by these presents do Grant, Bargain, Sell, Alien, Convey and Confirm, unto the said party of the second part, and also to the Substitute Trustee, as hereinafter provided, all of the following described property, lying and situated in the County of Williamson, in the State of Texas, to-wit:

BEING a part of a certain 202.2 acre tract of land in the James C. Eaves Survey, Abst No 213, in Williamson County, Texas, heretofore conveyed to Willie H. Raesz & wife, Hattie Raesz, by Henry J. Lindquist, et al, by Deed dated February 7, 1966, and of record in Volume 485, Page 372, of the Deed Records of Williamson County, Texas, described as follows:

FIRST TRACT: Commencing at an iron pipe found in the North line of a 40 foot County Road at the Southeast corner of the before mentioned Raesz 202.2 acre tract;

THENCE with the North line of said 40 foot County Road, the South line of the above mentioned 202.2 acre tract, South 71 degrees 19' 00" West, 1352.71 feet to an iron rod set at the Southwest corner of a 9.567 acre tract described in the Deed to Eugene F. Kokes, et ux, recorded in Volume 706, Page 614 of the Deed Records of Williamson County, Texas.

THENCE with the West line of said 9.567 acre tract above, North 21 degrees 15' 15" West, 607.86 feet to an iron rod set for the POINT OF BEGINNING, the Southwest corner of this tract;

THENCE North 21 degrees 15' 15" West, 201.32 feet to an iron rod set for the Northwest corner of this tract;

THENCE North 67 degrees 13' 15" East, 216.45 feet to an iron rod set at a fence corner, the Northwest corner of the above described 9.567 acre tract, for the Northeast corner of this tract;

THENCE South 21 degrees 15' 15" East, 201.32 feet to an iron rod set for an interior corner of the above described 9.567 acre tract, for the Southeast corner of this tract;

THENCE South 67 degrees 13' 15" West, 216.45 feet to the POINT OF BEGINNING, and containing 1.000 acres of land as surveyed on the ground in February of 1978 by Dale Olson, Registered Public Surveyor No. 1753.

SECOND TRACT: Being a strip of land 30 feet in width off of the West side of a 9.567 acre tract of land described in the Deed to Eugene F. Kokes, et ux, dated April 7, 1978, recorded in Volume 706, Page 614, Deed Records of Williamson County, Texas; said 30 foot strip of land being more particularly described as follows:

BEGINNING at an iron rod set in the N line of the 40 foot County Road running along the S side of said tract of 9.567 acres of land at the S.W. corner of said tract for the S.W. corner hereof;

THENCE with the W line of said 9.567 acre tract, N 21 deg. 15' 15" W 607.86 feet to an iron rod set for the S.W. corner of the S.W. corner of 1.000 acre described above, for the N.W. corner of the 30 foot roadway described herein;

THENCE with the S line of the above referenced 1.000 acre tract, N 67 deg. 13' 15" E, 30.01 feet to a point for the N.E. corner of the 30 foot roadway herein released;

THENCE S 21 deg. 15' 15" E, 610.01 feet to a point in the S line of the aforescribed tract of 9.567 acres, same being in the N line of the aforementioned 40 foot County Road for the S.E. corner hereof;

THENCE with the S line of said 9.567 acre tract and the N line of said 40 foot County Road, S 71 deg. 19' 00" W, 30.03 feet to the PLACE OF BEGINNING and containing 0.42 of an acre of land.

together with all improvements thereon, or hereafter to be placed thereon, and all and singular the rights and appurtenances to the same belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD unto the said party of the second part, and to his successors and his and their assigns forever, hereby covenanting and agreeing to Forever Warrant and Defend the premises aforesaid, and every part thereof, unto the said Trustee and to the Substitute Trustee, and to the assigns of any Trustee hereunder, against all persons whomsoever lawfully claiming or to claim the same or any part thereof for and upon the following trusts, terms and conditions, to-wit:

That, Whereas, the said parties of the first part are justly indebted to

FIRST-TAYLOR NATIONAL BANK

of Taylor, Texas,

party of the third part herein, as evidenced by one certain promissory note executed by the said parties of the first part and payable to the order of the said party of the third part, and being further described as follows, to-wit:

BEING in the principal sum of TWENTY THOUSAND AND NO/100 (\$20,000.00) DOLLARS, bearing even date herewith, payable to the order of the First-Taylor National Bank of Taylor, Texas, at Taylor, Williamson County, Texas, bearing interest from date at the rate of nine and one-half (9½) per cent per annum, both principal and interest payable in monthly installments of \$258.80 each, the first installment being due and payable on or before the 20th day of August, 1978, and one installment to become due and payable on or before the 20th day of each succeeding month thereafter until said note, both principal and interest has been fully paid, said note containing the usual and customary accelerated maturity and attorney's fees clauses, and reciting that it is secured by this Deed of Trust Lien.

This note is a renewal and extension of the \$50,000.00 Mechanic's Lien Note dated April 11, 1978, payable to Elton Malish.

Now, should the said parties of the first part make prompt payment of said indebtedness, and shall pay, or cause to be paid, all other indebtedness secured by this conveyance, both principal and interest, as the same shall become due and payable, and strictly comply with all the conditions and requirements herein provided, then this conveyance shall become null and void and of no further force or effect, and shall be released at the cost and expense of said parties of the first part. But should the said parties of the first part make default in the punctual payment of said indebtedness, or any part thereof, principal or interest, as the same shall become due and payable, or should said parties of the first part in any respect fail to keep and perform any one or more of the conditions herein provided to be kept and performed by said parties of the first part, then, in any such case, the whole amount of said indebtedness remaining shall, at the option of the holder of said indebtedness, immediately mature and become payable, and it shall thereupon, or at any time thereafter, the same, or any part thereof, remaining unpaid, be the duty of the said party of the second part herein, and of his successor or substitute, as hereinafter provided, on the request of the holder of said indebtedness thereof (which request is hereby presumed) to enforce this Trust; and after advertising the time, place and terms of the sale of all of the above conveyed and described property, or any part thereof (the privilege of selling in whole or in part being hereby granted) for at least twenty-one days successively next before the day of sale, by posting up written or printed notices thereof at the door of the Courthouse of the County, or each County, in which said real estate is situated, to sell the same, in accordance with such advertisement, at public vendue, at the Courthouse door of the County in which the sale is to be made, on the first Tuesday in any month between the hours of ten o'clock A. M. and four o'clock P. M. to the highest bidder for cash, selling all property above conveyed as an entirety or in parcels as the Trustee may elect, and make due conveyance to the purchaser or purchasers, with general warranty, binding the said parties of the first part herein and their heirs and assigns; and, out of the money arising from such sale, the Trustee acting shall pay: First, all the expenses of advertising sale and conveyance, including a commission of five per cent to himself, and then to the holder of said indebtedness, the full amount of principal and interest due and unpaid on said indebtedness, as hereinbefore set forth, and all taxes, assessments, insurance premiums or other advancements made, as provided for herein, with interest thereon, rendering the balance of the purchase money, if any, to the said parties of the first part, their heirs or assigns; and said sale shall forever be a perpetual bar against the said parties of the first part, their heirs and assigns, and all other persons claiming under any of them. It is expressly agreed that the recitals in the conveyance to the purchaser shall be full evidence of the truth of the matters therein stated, and all prerequisites to said sale shall be presumed to have been performed. The holder of said indebtedness shall have equal rights to become the purchaser at such sale, being the highest bidder.

In addition to the posting of the notice provided for above, the holder of said indebtedness shall, at least twenty-one days preceding the date specified in the hereinabove described notice as the date upon which said property will be sold as aforesaid, serve written notice of the proposed sale by certified mail on each debtor obligated to pay such debt according to the records of the holder of said indebtedness which service shall be completed upon deposit of the notice, or a copy thereof, enclosed in a postpaid wrapper, properly addressed to each of such debtors at the most recent address as shown by the records of the holder of such indebtedness, in a post office or official depository under the care and custody of the United States Postal Service or its successors. It is expressly agreed that the affidavit of any person having knowledge of the facts to the effect that such service was completed as aforesaid, shall be prima facie evidence of the fact of such service and it is further expressly agreed and stipulated that the party of the second part, or any employee, agent or representative of the holder of said indebtedness may make such service as aforesaid.

In any event, with or without cause or reason, at the option of the holder of the indebtedness, a successor and substitute Trustee may be named, constituted and appointed by the said holder of said indebtedness, without other formality than an appointment and designation in writing; and this conveyance shall vest in him, as Trustee, the estate and title in all said premises and he shall thereupon hold, possess and execute all the title, rights, powers and duties herein conferred on said Trustee named, and his conveyance to the purchaser shall be equally valid and effective; and such right to appoint a successor or Substitute Trustee shall exist as often and whenever from any of said causes, any Trustee, original or substitute, cannot or will not act.

It is agreed and stipulated that the parties of the first part herein shall and will at their own proper cost and expense, keep the property and premises herein described, and upon which a lien is hereby given and created, in good repair and condition, and to pay and discharge as they are or may become payable, all and every taxes and assessments that are or may become payable thereon under any law, ordinance or regulation, whether made by Federal, State, or Municipal authority, and shall keep said property fully insured in some company or companies approved by the holder of said indebtedness, to whom the loss, if any, shall be payable, and by whom the policies shall be kept. And in case of default made by the parties of the first part in performance of any of the foregoing stipulations, the same may be performed by the holder of said indebtedness, for account and at the expense of the parties of the first part, and any and all expenses incurred and paid in so doing shall be payable by the parties of the first part to the party of the third part with interest at the rate of ten per cent per annum from the date when the same was so incurred or paid, and shall stand secured and payable by and under this deed in like manner with the other indebtedness herein mentioned, and the amount and nature of such expense and time when paid shall be held fully established by the affidavit of the holder of said indebtedness, or the holder's agent, or by the certificate of any Trustee acting hereunder. Provided, however, that the exercise of the right of advancement shall in nowise be considered or constitute a waiver of the right of the holder of said indebtedness to declare same, and all other indebtedness hereunder to be at once due and payable.

It is further agreed and stipulated that the security herein and hereby provided shall not affect, nor be affected by, any other or further security taken or to be taken for the same indebtedness, or any part thereof; and the said parties of the first part hereby declare that the property hereinbefore mentioned and conveyed to said party of the second part forms no part of any property by them owned, used, occupied or claimed as their homestead or as exempt from forced sale under the laws of the State of Texas, and disclaim and renounce all and every claim thereto under any such law or laws.

It is further agreed and stipulated by parties of the first part that in the event of any sale, under the terms of this deed of trust by the Trustee or a successor substitute Trustee, of the above described property, parties of the first part, their heirs (or successors) and assigns or any party holding possession of the above described property shall forthwith deliver possession of the property to the purchaser at such sale and upon failure to so deliver possession, the relationship of landlord and tenant at will shall be created, and upon demand said purchaser shall be entitled to institute and proceed with a Forcible Detainer action in the Justice of the Peace Court in the Justice Precinct in which said property is located.

It is expressly understood and agreed that the recitals in the conveyance to the purchaser at said sale shall be full evidence of the truth of the matters therein stated, and all prerequisites to said sale shall be conclusively presumed to have been performed, and such sale and conveyance shall be conclusive against the Parties of the First Part herein, their heirs and assigns, whether such prerequisites shall have been performed or shall not have been performed.

This Deed of Trust Lien is a renewal and extension of the Mechanic's and Materialman's Lien securing a note in the amount of \$50,000.00, payable to Elton Malish, dated April

Eugene F. Kokes
EUGENE F. KOKES

Mary Kokes
MARY KOKES

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS, }
COUNTY OF WILLIAMSON }

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared

EUGENE F. KOKES and MARY 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 executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE,
this the 31st day of July A.D. 19 78

Martin Long
Notary Public in and for Williamson County, Texas

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 4th day of Aug. A. D. 19 78, at 1:30 o'clock P.M., and duly recorded this

the 7th day of Aug. A. D. 19 78, at 2:05 o'clock P.M., in the

Deed of Trust Records of said County, in Vol. 248 pp. 815

WITNESS MY HAND and seal of the County Court of said County, at office in Georgetown, Texas,
the date last above written.

By Clair Bizzell Deputy

DICK CERVENKA, CLERK,
County Court, Williamson County, Texas

THE STATE OF TEXAS, }
COUNTY OF }

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared

, known to me to be the person and officer
whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said

a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein
expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the day of A.D. 19
(L. S.)

Notary Public in and for County, Texas

THE STATE OF TEXAS, }
COUNTY OF }

I HEREBY CERTIFY that the foregoing instrument of writing with its certificate of authentication, was filed for

record in my office on the day of , A.D. 19 at o'clock M.,

and was duly recorded by me on the day of A.D. 19

in Vol. , page , of the Records of said County.

WITNESS MY HAND and the Seal of the County Court of said County, at my office in
the day and year last above written.

(L. S.) County Clerk County, Texas

By , Deputy.

INDEXED 4942
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Deed of Trust

EUGENE F. KOKES, ET UX

TO

LARRY A. CERVENKA Trustee

For Benefit of FIRST-TAYLOR NATIONAL
BANK, TAYLOR, TEXAS

FILED FOR RECORD

at 1:30 o'clock P.M.

AUG 4 - 1978

DICK CERVENKA
Clerk County Court Williamson Co., Tex.
By *[Signature]* Deputy

WHEN RECORDED RETURN TO
Marvin Lenz

Attorney at Law

P. O. Box 194

Taylor, Texas 76574

The Odce Company, Publishers, Dallas

4
C&H LONGHORN TITLE CO., INC.

6174

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code by and between the City of Taylor, Texas, (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel of real property (the "Property") in Williamson, County, Texas, which is more particularly and separately described in the attached Exhibit "A"; and

WHEREAS, the City has begun the process to institute annexation proceedings on all or portions of Owner's Property and will hold public hearings on July 27th and August 12th, 2010;

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors, heirs, and assigns for the term (defined below) of this Agreement; and

WHEREAS, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and

further agrees not to include the Property in a statutory annexation plan for the Term of the Agreement. However, if the Property is annexed pursuant to the terms of this Agreement, then the City shall provide services to the Property pursuant to Chapter 43 of the Texas Local Government Code.

Section 2. The Owner covenants and agrees not to use the Property for any use other than for agriculture, wildlife management, and/or timber land consistent with Chapter 23 of the Texas Tax Code, except for the existing single-family residential use of the property, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson County or the City until the Property has been annexed into, and zoned by, the City.

The Owner covenants and agrees not to construct, or allow to be constructed, any buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's RA - Rural Agricultural zoning requirements apply to the Property, except when inconsistent with this Agreement in which case this Agreement shall apply, and that the Property shall be used only for RA - Rural Agricultural zoning uses that exist on that Property at the time of the execution of this Agreement, unless otherwise provided in this Agreement. However, the Owner may construct an accessory structure to an existing single family dwelling which is reasonable and necessary for the agricultural, wildlife management, and/or timber land purpose, after notification to and approval by the City of such action and in compliance with all applicable City ordinances and codes.

The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severably, to indemnify, hold harmless, and defend the City against any and all legal claims, by and person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

Section 3. The Owner acknowledges that if any part or related development document is filed in violation of this Agreement, or if the Owner commences development of the Property in violation

of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to the annexation at the discretion of the City Council. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner.

If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a municipality to use certain statutory procedures under an annexation plan. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein.

Section 4. Pursuant to Sections 43.035(b)(1)(B) of the Texas Local Government Code, the City is authorized to enforce all of the City's regulations and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries. The City states and specifically reserves its authority pursuant to Chapter 251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

Section 5. The term of the Agreement (the "Term") is fifteen (15) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

The Owner, and all of the Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation before the end of the Term, for annexation of the Property to be completed on or after the end of the Term. Prior to the end of the Term, the City may commence the voluntary annexation of the Property. In connection with annexation pursuant to this section, the Owners hereby waive any vested rights they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the owners may initiate during the time between the expiration of the Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned R1-Single Residential pursuant to the City's Code of Ordinances, pending determination of the property's permanent zoning in accordance with the provisions of applicable law and the City's Code of Ordinances.

Section 7. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address.

City of Taylor
Attn: City Manager
400 Porter Street
Taylor, Texas 76574

Section 8. This Agreement shall run with the Property and be recorded in the real property records of Williamson County, Texas.

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

Section 10. This Agreement may be enforced by any Owner or the City by and proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 11. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 12. Venue for this Agreement shall be in Williamson, County, Texas.

Section 13. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and the same instrument.

Section 14. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Section 3, 4, and 5 herein.

Please attach a copy of your deed in order for this agreement to be in effect.

Entered into this 19th day of July, 2010.

Sam McFarlin
Owner Signature
Printed Name: Sam McFarlin

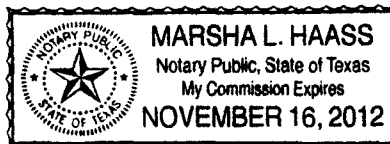
Owner Signature
Printed Name: _____

Owner Signature
Printed Name: _____

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the day of
July 19, 2010, by Sam McFarlin, Owner.
Marsha L. Haass
Notary Public, State of Texas

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }



This instrument was acknowledged before me on the day of
_____, 2010, by _____, Owner.

Notary Public, State of Texas

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the day of
_____, 2010, by _____, Owner.

Notary Public, State of Texas

Jim Dunaway
City Manager, City of Taylor, Texas

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Jim Dunaway, City Manager, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the City of Taylor, Texas, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ____ day of _____, 2010.

Notary Public, State of Texas

30203

HELEN J. CARSON,
ET AL

JOYCE W. McFARLIN,

GENERAL WARRANTY DEED

THE STATE OF TEXAS

*

COUNTY OF WILLIAMSON

*

*

KNOW ALL MEN BY THESE PRESENTS:

That we, HELEN J. CARSON, of Williamson County, Texas, and KENNETH A. WENDLAND, of Harris County, Texas, not joined herein by our spouses since the property being conveyed is our separate property and constitutes no part of our homestead, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, to us cash in hand paid by JOYCE W. McFARLIN, Route #4, Box 55, Taylor, Williamson County, Texas 76574, hereinafter called Grantee, out of her own respective separate property and estate, and the further consideration being the conveyance to Grantors from Grantee of an undivided one-third (1/3rd) interest in two tracts of land, in Williamson County, Texas, this day, the receipt of which is hereby acknowledged and confessed;

HAVE GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto the said JOYCE W. McFARLIN, as a part of her separate estate and to her sole and separate use and benefit, subject to an access easement reservation hereinafter set out, all of our undivided interest in the following described tract of land, to-wit:

BEING 51.49 acres (net) of the J. C. Eaves Survey, Abstract No. 213, in Williamson County, Texas, part of a 155.19 acre tract conveyed to W. Wendland as described in Volume 490, Page 687, Deed Records of Williamson County, Texas. This tract containing 52.49 acres, save and except a 1 acre tract described this date, for a net acreage of 51.49 acres, fully described on Exhibit "A" attached hereto and made a part hereof for all purposes.

SAVE AND EXCEPT a 1 acre tract fully described on Exhibit "B" attached hereto and made a part hereof for all purposes.

This conveyance is executed by Grantors and accepted by Grantee as being subject to all reservations, restrictions,

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code by and between the City of Taylor, Texas, (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel of real property (the "Property") in Williamson, County, Texas, which is more particularly and separately described in the attached Exhibit "A"; and

WHEREAS, the City has begun the process to institute annexation proceedings on all or portions of Owner's Property and will hold public hearings on July 27th and August 12th, 2010;

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors, heirs, and assigns for the term (defined below) of this Agreement; and

WHEREAS, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and

further agrees not to include the Property in a statutory annexation plan for the Term of the Agreement. However, if the Property is annexed pursuant to the terms of this Agreement, then the City shall provide services to the Property pursuant to Chapter 43 of the Texas Local Government Code.

Section 2. The Owner covenants and agrees not to use the Property for any use other than for agriculture, wildlife management, and/or timber land consistent with Chapter 23 of the Texas Tax Code, except for the existing single-family residential use of the property, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson County or the City until the Property has been annexed into, and zoned by, the City.

The Owner covenants and agrees not to construct, or allow to be constructed, any buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's RA - Rural Agricultural zoning requirements apply to the Property, except when inconsistent with this Agreement in which case this Agreement shall apply, and that the Property shall be used only for RA - Rural Agricultural zoning uses that exist on that Property at the time of the execution of this Agreement, unless otherwise provided in this Agreement. However, the Owner may construct an accessory structure to an existing single family dwelling which is reasonable and necessary for the agricultural, wildlife management, and/or timber land purpose, after notification to and approval by the City of such action and in compliance with all applicable City ordinances and codes.

The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severably, to indemnify, hold harmless, and defend the City against any and all legal claims, by and person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

Section 3. The Owner acknowledges that if any part or related development document is filed in violation of this Agreement, or if the Owner commences development of the Property in violation

of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to the annexation at the discretion of the City Council. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner.

If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a municipality to use certain statutory procedures under an annexation plan. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein.

Section 4. Pursuant to Sections 43.035(b)(1)(B) of the Texas Local Government Code, the City is authorized to enforce all of the City's regulations and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries. The City states and specifically reserves its authority pursuant to Chapter 251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

Section 5. The term of the Agreement (the "Term") is fifteen (15) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

The Owner, and all of the Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation before the end of the Term, for annexation of the Property to be completed on or after the end of the Term. Prior to the end of the Term, the City may commence the voluntary annexation of the Property. In connection with annexation pursuant to this section, the Owners hereby waive any vested rights they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the owners may initiate during the time between the expiration of the Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned R1-Single Residential pursuant to the City's Code of Ordinances, pending determination of the property's permanent zoning in accordance with the provisions of applicable law and the City's Code of Ordinances.

Section 7. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address.

City of Taylor
Attn: City Manager
400 Porter Street
Taylor, Texas 76574

Section 8. This Agreement shall run with the Property and be recorded in the real property records of Williamson County, Texas.

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

Section 10. This Agreement may be enforced by any Owner or the City by and proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 11. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 12. Venue for this Agreement shall be in Williamson, County, Texas.

Section 13. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and the same instrument.

Section 14. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Section 3, 4, and 5 herein.

Please attach a copy of your deed in order for this agreement to be in effect.

Entered into this 19th day of July, 2010.

Sam M. Farlin
Owner Signature
Printed Name: Sam M. Farlin

Owner Signature
Printed Name: _____

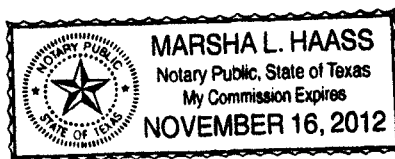
Owner Signature
Printed Name: _____

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the day of July 19, 2010, by Sam McFarlin, Owner.

Marsha L. Haass
Notary Public, State of Texas

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }



This instrument was acknowledged before me on the day of _____, 2010, by _____, Owner.

Notary Public, State of Texas

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the day of _____, 2010, by _____, Owner.

Notary Public, State of Texas

Jim Dunaway
City Manager, City of Taylor, Texas

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Jim Dunaway, City Manager, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the City of Taylor, Texas, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ____ day
of _____, 2010.

Notary Public, State of Texas

WALTER A. WENDLAND,
ET UX

DEED WITH V/L

SAM McFARLIN,
ET UX**10394**

THE STATE OF TEXAS

*

KNOW ALL MEN BY THESE PRESENTS:

*

COUNTY OF WILLIAMSON

*

That we, WALTER A. WENDLAND and wife, HELEN WENDLAND, of Williamson County, Texas, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS cash, and other good and valuable consideration to us in hand paid by SAM McFARLIN and wife, JOYCE McFARLIN, and for the further consideration being their execution and delivery to the First-Taylor National Bank of Taylor, Texas, of their one certain promissory purchase 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 in Taylor, Williamson County, Texas, in the principal sum of SIX THOUSAND AND NO/100 (\$6,000.00) DOLLARS, said note bearing interest from date at the rate of nine (9) per cent per annum, payable in five (5) annual installments of ONE THOUSAND TWO HUNDRED AND NO/100 (\$1,200.00) DOLLARS each, plus interest, the first of such installments being due and payable on or before April 10, 1975, and a like installment being due and payable on or before the 10th day of each succeeding April thereafter until said note, both principal and interest, has been fully paid, said note containing the usual and customary accelerated maturity and attorney's fees clauses in case of default, reciting that it is secured by a Vendor's Lien, and additionally secured by a Deed of Trust Lien on the hereinafter described property:

HAVE GRANTED, SOLD AND CONVEYED, and by these presents, do GRANT, SELL AND CONVEY unto SAM McFARLIN and wife, JOYCE McFARLIN, of Williamson County, Texas, all that certain tract or parcel of land lying and being situated in Williamson County, Texas, described as follows, to wit:

BEING 3.86 acres of the J. C. Eaves Abstract # 213 in Williamson County, Texas, part of a tract described in a deed to Walter Wendland of record in Volume 490, Page 687, Deed Records of Williamson County, Texas.

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code by and between the City of Taylor, Texas, (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel of real property (the "Property") in Williamson, County, Texas, which is more particularly and separately described in the attached Exhibit "A"; and

WHEREAS, the City has begun the process to institute annexation proceedings on all or portions of Owner's Property and will hold public hearings on July 27th and August 12th, 2010;

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors, heirs, and assigns for the term (defined below) of this Agreement; and

WHEREAS, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and

further agrees not to include the Property in a statutory annexation plan for the Term of the Agreement. However, if the Property is annexed pursuant to the terms of this Agreement, then the City shall provide services to the Property pursuant to Chapter 43 of the Texas Local Government Code.

Section 2. The Owner covenants and agrees not to use the Property for any use other than for agriculture, wildlife management, and/or timber land consistent with Chapter 23 of the Texas Tax Code, except for the existing single-family residential use of the property, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson County or the City until the Property has been annexed into, and zoned by, the City.

The Owner covenants and agrees not to construct, or allow to be constructed, any buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's RA - Rural Agricultural zoning requirements apply to the Property, except when inconsistent with this Agreement in which case this Agreement shall apply, and that the Property shall be used only for RA - Rural Agricultural zoning uses that exist on that Property at the time of the execution of this Agreement, unless otherwise provided in this Agreement. However, the Owner may construct an accessory structure to an existing single family dwelling which is reasonable and necessary for the agricultural, wildlife management, and/or timber land purpose, after notification to and approval by the City of such action and in compliance with all applicable City ordinances and codes.

The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severably, to indemnify, hold harmless, and defend the City against any and all legal claims, by and person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

Section 3. The Owner acknowledges that if any part or related development document is filed in violation of this Agreement, or if the Owner commences development of the Property in violation

of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to the annexation at the discretion of the City Council. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner.

If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a municipality to use certain statutory procedures under an annexation plan. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein.

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City of Taylor
Attn: City Manager
400 Porter Street
Taylor, Texas 76574

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Please attach a copy of your deed in order for this agreement to be in effect.

Entered into this 19th day of July, 2010.

Sam McFarlin
Owner Signature
Printed Name: Sam McFarlin

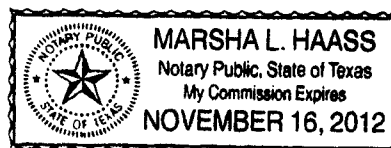
Owner Signature
Printed Name: _____

Owner Signature
Printed Name: _____

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the day of
July 19, 2010, by Sam McFarlin, Owner.
Marsha L. Haass
Notary Public, State of Texas

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }



This instrument was acknowledged before me on the day of
_____, 2010, by _____, Owner.

Notary Public, State of Texas

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the day of
_____, 2010, by _____, Owner.

Notary Public, State of Texas

Jim Dunaway
City Manager, City of Taylor, Texas

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Jim Dunaway, City Manager, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the City of Taylor, Texas, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ____ day
of _____, 2010.

Notary Public, State of Texas

WALTER A. WENDLAND,
ET UX

5580

SAM McFARLIN,
ET UX

GENERAL WARRANTY DEED

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

That we, WALTER A. WENDLAND and wife, HELEN WENDLAND, of Williamson County, Texas, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, and other good and valuable consideration to us cash in hand paid by SAM McFARLIN and wife, JOYCE McFARLIN, of Route 4, Taylor, Texas 76574, the receipt of which is hereby acknowledged and confessed;

HAVE GRANTED, SOLD AND CONVEYED, and by these presents, DO GRANT, SELL AND CONVEY unto the said SAM McFARLIN and wife, JOYCE McFARLIN, of Williamson County, Texas, the following described property lying and being situated in Williamson County, Texas, to-wit:

BEING 4.26 acres of the James C. Eaves Survey, Abstract No. 213, in Williamson County, Texas, fully described on Exhibit "A" attached:

This conveyance is executed by Grantors and accepted by Grantees as being subject to all reservations, restrictions, easements covenants and rights of way, which may be duly of record in the office of the County Clerk of Williamson County, Texas, or that may be located on the property.

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 SAM McFARLIN and wife, JOYCE McFARLIN, 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 SAM McFARLIN and wife, JOYCE McFARLIN, their heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS OUR HANDS, this the 13th day of February, A.D. 1984.


WALTER A. WENDLAND


HELEN WENDLAND

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

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WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors, heirs, and assigns for the term (defined below) of this Agreement; and

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City of Taylor
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Please attach a copy of your deed in order for this agreement to be in effect.

Entered into this 19th day of July, 2010.

Sam McFarlin
Owner Signature
Printed Name: Sam McFarlin

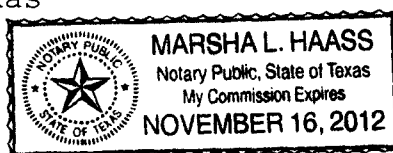
Owner Signature
Printed Name: _____

Owner Signature
Printed Name: _____

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the day of
July 19, 2010, by Sam McFarlin, Owner.
Marsha L. Haass
Notary Public, State of Texas

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }



This instrument was acknowledged before me on the day of
_____, 2010, by _____, Owner.

Notary Public, State of Texas

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the day of
_____, 2010, by _____, Owner.

Notary Public, State of Texas

Jim Dunaway
City Manager, City of Taylor, Texas

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Jim Dunaway, City Manager, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the City of Taylor, Texas, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ____ day of _____, 2010.

Notary Public, State of Texas

ORDER OF
Certified Copy

VOL. 279 PAGE 293

ESTATE OF	*	*	IN THE COUNTY COURT
	*	*	
JOYCE W. MCFARLIN,	*	NO. 14,087	* AT LAW NO. 1
	*	*	
DECEASED	*	*	WILLIAMSON COUNTY, TEXAS

ORDER PROBATING WILL
AND GRANTING LETTERS TESTAMENTARY

On this day, came on to be heard the written application for probate of the Last Will and Testament of said JOYCE W. MCFARLIN, deceased, now produced in Court, and for Letters thereon, filed on the 16th day of August, 1993, by Sam J. McFarlin, Petitioner;

And it appearing to the Court that legal notices of the filing of said application have been issued and posted in the manner and for the length of time required by law and no one came to contest same; and due proof being taken in the manner required by law, the said JOYCE W. MCFARLIN died in the County of Williamson, in the State of Texas, on the 8th day of May, 1993; that her residence and principal estate was situated in Williamson County, Texas; that this Court has jurisdiction of and venue over the estate; that four years have not elapsed since her death, prior to the said application, that said deceased, at the time of executing said Will was over eighteen years of age and of sound mind; that said Will was executed with the formalities and solemnities and under circumstances required by law to make it a valid Will; and that such Will has not been revoked by said Testatrix; that the said Petitioner, Sam J. McFarlin, was named in said Will as Independent Executor thereof without bond and is entitled thereto, and is not disqualified by law;

It is therefore ORDERED AND DECREED by this Court that said Will is hereby proven and established and admitted to probate and record as the Last Will and Testament of said JOYCE

CERTIFIED TO BE A TRUE AND
CORRECT COPY



NANCY E. RISTER, County Clerk
Williamson County

Page

1 of 5

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

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WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors, heirs, and assigns for the term (defined below) of this Agreement; and

WHEREAS, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

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The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson County or the City until the Property has been annexed into, and zoned by, the City.

The Owner covenants and agrees not to construct, or allow to be constructed, any buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's RA - Rural Agricultural zoning requirements apply to the Property, except when inconsistent with this Agreement in which case this Agreement shall apply, and that the Property shall be used only for RA - Rural Agricultural zoning uses that exist on that Property at the time of the execution of this Agreement, unless otherwise provided in this Agreement. However, the Owner may construct an accessory structure to an existing single family dwelling which is reasonable and necessary for the agricultural, wildlife management, and/or timber land purpose, after notification to and approval by the City of such action and in compliance with all applicable City ordinances and codes.

The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severably, to indemnify, hold harmless, and defend the City against any and all legal claims, by and person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

Section 3. The Owner acknowledges that if any part or related development document is filed in violation of this Agreement, or if the Owner commences development of the Property in violation

of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to the annexation at the discretion of the City Council. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner.

If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a municipality to use certain statutory procedures under an annexation plan. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein.

Section 4. Pursuant to Sections 43.035(b)(1)(B) of the Texas Local Government Code, the City is authorized to enforce all of the City's regulations and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries. The City states and specifically reserves its authority pursuant to Chapter 251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

Section 5. The term of the Agreement (the "Term") is fifteen (15) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

The Owner, and all of the Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation before the end of the Term, for annexation of the Property to be completed on or after the end of the Term. Prior to the end of the Term, the City may commence the voluntary annexation of the Property. In connection with annexation pursuant to this section, the Owners hereby waive any vested rights they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the owners may initiate during the time between the expiration of the Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned R1-Single Residential pursuant to the City's Code of Ordinances, pending determination of the property's permanent zoning in accordance with the provisions of applicable law and the City's Code of Ordinances.

Section 7. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address.

City of Taylor
Attn: City Manager
400 Porter Street
Taylor, Texas 76574

Section 8. This Agreement shall run with the Property and be recorded in the real property records of Williamson County, Texas.

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

Section 10. This Agreement may be enforced by any Owner or the City by and proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 11. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 12. Venue for this Agreement shall be in Williamson, County, Texas.

Section 13. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and the same instrument.

Section 14. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Section 3, 4, and 5 herein.

Please attach a copy of your deed in order for this agreement to be in effect.

Entered into this 19th day of July, 2010.

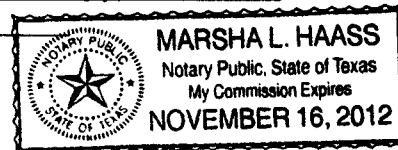
Helen J. Carson
Owner Signature
Printed Name: HELEN J. CARSON

David L. Carson
Owner Signature
Printed Name: DAVID L. CARSON

Owner Signature
Printed Name: _____

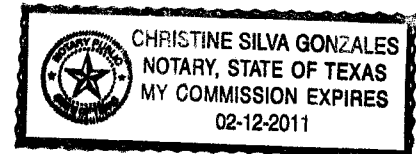
THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the day of July 19th, 2010, by Helen J. Carson, Owner.
Marsha L. Haass
Notary Public, State of Texas



THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the day of July 20, 2010, by DAVID L. CARSON, Owner.
Christine Silva Gonzales
Notary Public, State of Texas



THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the day of _____, 2010, by _____, Owner.

Notary Public, State of Texas

Jim Dunaway
City Manager, City of Taylor, Texas

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Jim Dunaway, City Manager, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the City of Taylor, Texas, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ____ day
of _____, 2010.

Notary Public, State of Texas



DEED
5 PGS

2005083652

R321838

CAD No. R-14-0213-0008-C

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.

GENERAL WARRANTY DEED

DATE: September 27, 2005

GRANTOR: Helen J. Carson

GRANTOR'S MAILING ADDRESS: 1085 County Road 101, Hutto, Williamson County, Texas 78634
L.

GRANTEE: Helen J. Carson and spouse, David X Carson

GRANTEE'S MAILING ADDRESS: 1085 County Road 101, Hutto, Williamson County, Texas 78634

CONSIDERATION:

\$10.00 and other valuable consideration, receipt of which is hereby acknowledged, and for the payment of which no lien, either express or implied, is herein retained.

PROPERTY (including improvements):

Tract 1: 46.99 acres of land, more or less, out of the J.C. Eaves Survey, Abstract No. 213, Williamson County, Texas, and being the same tract of land conveyed to Helen J. Carson in deed dated July 24, 1989, recorded in Volume 1832, Page 834, Official Records of Williamson County, Texas; said 46.99 acres being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein by reference.

Tract 2: 46.99 acres of land, more or less, out of the J.C. Eaves Survey, Abstract No. 213, Williamson County, Texas, and being the same tract of land conveyed to Helen J. Carson in deed dated April 16, 1998, recorded as Document No. 9835158, Official Records of Williamson County, Texas; said 46.99 acres being more particularly described by metes and bounds in Exhibit "B" attached hereto and incorporated herein by reference.

Tract 3: .90 of an acre out of the Silas palmer Survey, Abstract No. 499, Williamson County, Texas, and being more particularly described by metes and bounds in Exhibit "C" attached hereto and incorporated herein by reference.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY

This conveyance is made and accepted subject to all restrictions, covenants, conditions, rights-of-way, assessments and easements, if any, affecting the above-described property that are valid, existing and properly of record, and subject further to taxes for the year 2005 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 to hold it to Grantee, Grantee's heirs, executors, administrators, successors and 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 and exceptions to conveyance and warranty.

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

Helen J. Carson
Helen J. Carson

Acknowledgement

STATE OF Texas
COUNTY OF W: Houston

This instrument was acknowledged before me this 5th October day of ~~September~~, 2005, by Helen J. Carson.



Gina Whitel
Notary Public, State of Texas

After recording, return to:
Helen J. Carson and David J. Carson
1085 County Road 101
Hutto, Texas 78634

\$28.00

EXHIBIT "A"

FOREST SURVEYING AND MAPPING CO.
1002 Ash St.
Georgetown, Tx. 78626

DESCRIPTION FOR THE W. WENDLAND ESTATE

TRACT 1

BEING 46.99 acres of the J.C. Eaves Survey, Abstract No. 213, in Williamson County, Texas, part of a 155.19 acre tract conveyed to W. Wendland as described in Vol. 490, Pg. 687, Deed Records of Williamson County, Texas. Surveyed on the ground in December of 1988, by Wm. F. Forest, Jr., Registered Public Surveyor No. 1847.

BEGINNING at an axle found in the East line of County Road 101, at the Northwest corner of the said 155.19 acre tract, as claimed and used on the ground.

THENCE N 71 deg. 01 min. 30 sec. E 1800.83 feet to an axle found disturbed and reset.

THENCE S 18 deg. 58 min. 10 sec. E 131.92 feet to set an iron pin.

THENCE S 70 deg. 40 min. 20 sec. W 1799.04 feet to set an iron pin.

THENCE with the East line of County Road 101, N 19 deg. 03 min. 40 sec. W 1142.70 feet to the POINT OF BEGINNING.

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

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 discrepancies, conflicts, shortages in area, known boundary line conflicts, visible encroachments, overlapping of improvements, utility lines or roads, except as shown on the attached plat, and that said property has access to and from a public roadway. Records research for easement verification has not been performed unless indicated on the attached plat by recording references.

TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Texas, this the 23rd day of December, 1988, A.D.

William F. Forest, Jr. WM. F. FOREST, JR.
REGISTERED PUBLIC SURVEYOR NO. 1847

file:wendland.213

EXHIBIT "B"

FOREST SURVEYING AND MAPPING CO.
1002 Ash St.
Georgetown, Tx. 78626

DESCRIPTION FOR THE W. WENDLAND ESTATE

TRACT 2

BEING 46.99 acres of the J.C. Eaves Survey, Abstract No. 213, in Williamson County, Texas, part of a 155.19 acre tract conveyed to W. Wendland as described in Vol. 490, Pg. 687, Deed Records of Williamson County, Texas. Surveyed on the ground in December of 1988, by Wm. F. Forest, Jr., Registered Public Surveyor No. 1847.

BEGINNING at an iron pin set in the East line of County Road 101, for the Northwest corner of this tract. An axle found at the Northwest corner of the said 155.19 acre tract, as claimed and used on the ground, stands N 19 deg. 03 min. 40 sec. W 1142.70 feet.

THENCE with the South line of Tract 1 of 46.99 acres, N 70 deg. 40 min. 20 sec. E 1799.04 feet to an iron pin set.

THENCE S 18 deg. 58 min. 10 sec. E 1133.92 feet to set an iron pin about 1 foot East of a fence.

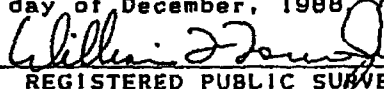
THENCE S 70 deg. 23 min. 30 sec. W 1797.29 feet to set an iron pin.

THENCE with the East line of County Road 101, N 19 deg. 03 min. 40 sec. W 1142.70 feet to the POINT OF BEGINNING.

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

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 discrepancies, conflicts, shortages in area, known boundary line conflicts, visible encroachments, overlapping of improvements, utility lines or roads, except as shown on the attached plat, and that said property has access to and from a public roadway. Records research for easement verification has not been performed unless indicated on the attached plat by recording references.

TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Texas, this the 23rd day of December, 1988 A.D.

 WM.F. FOREST JR.
REGISTERED PUBLIC SURVEYOR NO. 1847

file:wendland.213



EXHIBIT "C"

BEING 0.90 acres of the Siles Palmer Survey, Abstract No. 499, and out of a tract of 202.04 acres described in a Deed to W. H. Ray, recorded in Volume 483, Page 212, Deed Records of Williamson County, Texas. Surveyed on the ground by W. F. Forest, Registered Public Surveyor No. 101.

BEGINNING in the center of the San Gabriel River N. 68 degrees 56' W. 406.4 feet from the Southeast corner of the above referred to 202.04 acres tract;

THENCE with the center line of the river N. 68 degrees 56' W. 100 feet;

THENCE N. 18 degrees 56' E. passing an iron stake set on bank continuing on 513.9 feet to an iron pin;

THENCE S. 68 degrees 56' E. 100 feet to an iron pin;

THENCE S. 18 degrees 56' E., passing an iron pin set on the bank in all, 513.9 feet to the POINT OF BEGINNING.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2005083652

10/19/2005 02:05 PM

NAVY \$32.00

NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

FATCO
(23)

R020474

VOL 1638 PAGE 973

7032

WALTER A. WENDLAND,
ET UX

KENNETH A. WENDLAND,
ET AL

TO DEED OF GIFT

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

*
* KNOW ALL MEN BY THESE PRESENTS:
*

That we, WALTER A. WENDLAND and wife, HELEN WENDLAND, of Williamson County, Texas, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS to us cash in hand paid by our children, KENNETH A. WENDLAND, 7306 Blenheim Palace Lane, Houston, Texas 77095, HELEN J. CARSON, 1710 Lightfoot Drive, Round Rock, Texas 78664, and JOYCE W. McFARLIN, Route #4, Taylor, Texas 76574, out of their own respective separate property and estate, and for the further consideration of the love and affection which we have and bear for and toward our children, the receipt of all of which consideration is hereby acknowledged and confessed;

HAVE GRANTED, SOLD AND CONVEYED, and by these presents, do GRANT, SELL AND CONVEY unto the said KENNETH A. WENDLAND, HELEN J. CARSON and JOYCE W. McFARLIN, as a part of their separate estate and to their sole and separate use and benefit, subject to the reservation below made, all that certain tract or parcel of land lying and being situated in Williamson County, Texas, as follows:

BEING 155.19 acres of the James C. Eaves Survey, Abstract No. 213, in Williamson County, Texas, fully described on Exhibit "A" attached, SAVE AND EXCEPT the following two tracts of land heretofore sold by Grantors:

TRACT One: Being 3.86 acres fully described in the Deed to Sam McFarlin, et ux, dated April 8, 1974, recorded in Volume 586, Page 989 of the Deed Records of Williamson County, Texas;

TRACT TWO: Being 4.26 acres fully described in the Deed to Sam McFarlin, et ux, dated February 13, 1984, and recorded in Volume 979, Page 471, of the Williamson County Records.

This conveyance is executed by Grantors and accepted by Grantees as being subject to all reservations, restrictions, easements, covenants and rights of way, which may be duly of record in the Office of the County Clerk of Williamson County, Texas, or that may be located on the property.

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 KENNETH A. WENDLAND, HELEN J. CARSON and JOYCE W. McFARLIN, as a part of their separate estate and to their sole and separate use and benefit, subject to the reservation below made, and to 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 KENNETH A. WENDLAND, HELEN J. CARSON and JOYCE W. McFARLIN, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXCEPT, however, that the Grantors herein reserve, and it is hereby expressly agreed that they shall have, for themselves, the full possession, benefit and use of the residence on the above described premises as long as either one lives in the residence located on said property.

WITNESS OUR HANDS, this the 4th day of March, A. D. 1988.

Walter A. Wendland
WALTER A. WENDLAND

Helen Wendland
HELEN WENDLAND

THE STATE OF TEXAS *
COUNTY OF WILLIAMSON *

This instrument was acknowledged before me on the
14th day of March, A. D. 1988, by WALTER
A. WENDLAND and wife, HELEN WENDLAND.

Hazel Preusse
Notary Public in and for
The State of Texas

Hazel Preusse
(Printed or Typed Name of Notary)

My Commission Expires: 5-6-89

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EXHIBIT "A"

BEING 153.19 acres of the James C. Eaves Survey, Abstract No. 213, in Williamson County, Texas, part of a tract of 361.6 acres described in a deed from Henry Lindquist, et al, to William S. Lott, Trustee, dated October 2, 1961, of record in Vol. 449, Page 133, Deed Records of Williamson County, Texas, as surveyed on the ground by W. F. Forrest, Registered Public Surveyor No. 101, in December of 1965, described as follows:

BEGINNING at an iron pin at the S. W. corner of the 202.20 acre tract, sold to Willis H. Raetz, et ux, by deed dated February 7, 1966, recorded in Vol. 485, Page 372, Deed Records of Williamson County, Texas, in the North line of a 40 foot road along the South line of the 361.6 acres, S. 11° W. 929.2 varas from the S. E. corner of same;

THENCE N. 13° 45' W., at 5 feet set an iron pin on the North bank of the road ditch, in all 93.8 varas to a fence corner post;

THENCE N. 5° 30' W. 293.4 varas, with a fence, set an iron pin, N. 26° 35' E. 131.4 varas, set an iron pin at a bend in the fence, N. 10° 20' W. 80.3 varas, set an iron pin at a bend in the fence, and N. 34° East 44 varas to set an iron pin at a bend in the fence;

THENCE N. 19° 30' W., at 122 varas, the fence turns West, in all 923.8 varas to set an iron pin for the N. E. corner of this tract, in the South line of a tract of 134.93 acres sold by Rote and Fergis to Henry Lenz, Jr., in 1965;

THENCE S. 71° W. 648.3 varas to an iron pin at the S. W. corner of the Lenz tract, in the East line of a 50 foot road along the West line of the 361.6 acres and the West line of the Eaves Survey;

THENCE S. 19° 33' E. 1487 varas with the 50 foot road, to the North line of the 40 foot road;

THENCE N. 71° E. 418.7 varas to the POINT OF BEGINNING, and being part of the property conveyed by Henry Lindquist, et al, to William S. Lott, Trustee, by deed dated October 2, 1961, recorded in Volume 449, Page 133, Deed Records of Williamson County, Texas.

STATE OF TEXAS COUNTY OF WILLIAMSON
I hereby certify that this instrument was FILED
on the date and at the time stamped herein
by me, and was duly RECORDED, in the Volume
and Page of the named RECORDS of Williamson
County, Texas, as stamped herein by me, on

MAR 10 1968



James H. Rappaport
COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

FILED FOR RECORD
MAR 8 1968
JAMES H. RAPPAPORT
COUNTY CLERK

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code by and between the City of Taylor, Texas, (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel of real property (the "Property") in Williamson, County, Texas, which is more particularly and separately described in the attached Exhibit "A"; and

WHEREAS, the City has begun the process to institute annexation proceedings on all or portions of Owner's Property and will hold public hearings on July 27th and August 12th, 2010;

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors, heirs, and assigns for the term (defined below) of this Agreement; and

WHEREAS, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and

further agrees not to include the Property in a statutory annexation plan for the Term of the Agreement. However, if the Property is annexed pursuant to the terms of this Agreement, then the City shall provide services to the Property pursuant to Chapter 43 of the Texas Local Government Code.

Section 2. The Owner covenants and agrees not to use the Property for any use other than for agriculture, wildlife management, and/or timber land consistent with Chapter 23 of the Texas Tax Code, except for the existing single-family residential use of the property, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson County or the City until the Property has been annexed into, and zoned by, the City.

The Owner covenants and agrees not to construct, or allow to be constructed, any buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's RA - Rural Agricultural zoning requirements apply to the Property, except when inconsistent with this Agreement in which case this Agreement shall apply, and that the Property shall be used only for RA - Rural Agricultural zoning uses that exist on that Property at the time of the execution of this Agreement, unless otherwise provided in this Agreement. However, the Owner may construct an accessory structure to an existing single family dwelling which is reasonable and necessary for the agricultural, wildlife management, and/or timber land purpose, after notification to and approval by the City of such action and in compliance with all applicable City ordinances and codes.

The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severably, to indemnify, hold harmless, and defend the City against any and all legal claims, by and person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

Section 3. The Owner acknowledges that if any part or related development document is filed in violation of this Agreement, or if the Owner commences development of the Property in violation

of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to the annexation at the discretion of the City Council. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner.

If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a municipality to use certain statutory procedures under an annexation plan. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein.

Section 4. Pursuant to Sections 43.035(b)(1)(B) of the Texas Local Government Code, the City is authorized to enforce all of the City's regulations and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries. The City states and specifically reserves its authority pursuant to Chapter 251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

Section 5. The term of the Agreement (the "Term") is fifteen (15) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

The Owner, and all of the Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation before the end of the Term, for annexation of the Property to be completed on or after the end of the Term. Prior to the end of the Term, the City may commence the voluntary annexation of the Property. In connection with annexation pursuant to this section, the Owners hereby waive any vested rights they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the owners may initiate during the time between the expiration of the Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned R1-Single Residential pursuant to the City's Code of Ordinances, pending determination of the property's permanent zoning in accordance with the provisions of applicable law and the City's Code of Ordinances.

Section 7. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address.

City of Taylor
Attn: City Manager
400 Porter Street
Taylor, Texas 76574

Section 8. This Agreement shall run with the Property and be recorded in the real property records of Williamson County, Texas.

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

Section 10. This Agreement may be enforced by any Owner or the City by and proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 11. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 12. Venue for this Agreement shall be in Williamson, County, Texas.

Section 13. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and the same instrument.

Section 14. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Section 3, 4, and 5 herein.

Please attach a copy of your deed in order for this agreement to be in effect.

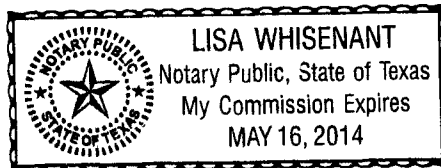
Entered into this 2nd day of July, 2010.

Herbert Kaiser
Owner Signature
Printed Name: Herbert Kaiser

Owner Signature
Printed Name: _____

Owner Signature
Printed Name: _____

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }



This instrument was acknowledged before me on the day of July 2, 2010, by Herbert Kaiser, Owner.
Lisa Whisenant
Notary Public, State of Texas

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the day of _____, 2010, by _____, Owner.

Notary Public, State of Texas

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the day of _____, 2010, by _____, Owner.

Notary Public, State of Texas

Jim Dunaway
City Manager, City of Taylor, Texas

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Jim Dunaway, City Manager, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the City of Taylor, Texas, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ____ day
of _____, 2010.

Notary Public, State of Texas

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code by and between the City of Taylor, Texas, (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel of real property (the "Property") in Williamson, County, Texas, which is more particularly and separately described in the attached Exhibit "A"; and

WHEREAS, the City has begun the process to institute annexation proceedings on all or portions of Owner's Property and will hold public hearings on July 27th and August 12th, 2010;

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors, heirs, and assigns for the term (defined below) of this Agreement; and

WHEREAS, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and

further agrees not to include the Property in a statutory annexation plan for the Term of the Agreement. However, if the Property is annexed pursuant to the terms of this Agreement, then the City shall provide services to the Property pursuant to Chapter 43 of the Texas Local Government Code.

Section 2. The Owner covenants and agrees not to use the Property for any use other than for agriculture, wildlife management, and/or timber land consistent with Chapter 23 of the Texas Tax Code, except for the existing single-family residential use of the property, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson County or the City until the Property has been annexed into, and zoned by, the City.

The Owner covenants and agrees not to construct, or allow to be constructed, any buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's RA - Rural Agricultural zoning requirements apply to the Property, except when inconsistent with this Agreement in which case this Agreement shall apply, and that the Property shall be used only for RA - Rural Agricultural zoning uses that exist on that Property at the time of the execution of this Agreement, unless otherwise provided in this Agreement. However, the Owner may construct an accessory structure to an existing single family dwelling which is reasonable and necessary for the agricultural, wildlife management, and/or timber land purpose, after notification to and approval by the City of such action and in compliance with all applicable City ordinances and codes.

The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severably, to indemnify, hold harmless, and defend the City against any and all legal claims, by and person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

Section 3. The Owner acknowledges that if any part or related development document is filed in violation of this Agreement, or if the Owner commences development of the Property in violation

of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to the annexation at the discretion of the City Council. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner.

If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a municipality to use certain statutory procedures under an annexation plan. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein.

Section 4. Pursuant to Sections 43.035(b)(1)(B) of the Texas Local Government Code, the City is authorized to enforce all of the City's regulations and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries. The City states and specifically reserves its authority pursuant to Chapter 251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

Section 5. The term of the Agreement (the "Term") is fifteen (15) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

The Owner, and all of the Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation before the end of the Term, for annexation of the Property to be completed on or after the end of the Term. Prior to the end of the Term, the City may commence the voluntary annexation of the Property. In connection with annexation pursuant to this section, the Owners hereby waive any vested rights they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the owners may initiate during the time between the expiration of the Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned R1-Single Residential pursuant to the City's Code of Ordinances, pending determination of the property's permanent zoning in accordance with the provisions of applicable law and the City's Code of Ordinances.

Section 7. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address.

City of Taylor
Attn: City Manager
400 Porter Street
Taylor, Texas 76574

Section 8. This Agreement shall run with the Property and be recorded in the real property records of Williamson County, Texas.

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

Section 10. This Agreement may be enforced by any Owner or the City by and proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 11. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 12. Venue for this Agreement shall be in Williamson, County, Texas.

Section 13. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and the same instrument.

Section 14. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Section 3, 4, and 5 herein.

Please attach a copy of your deed in order for this agreement to be in effect.

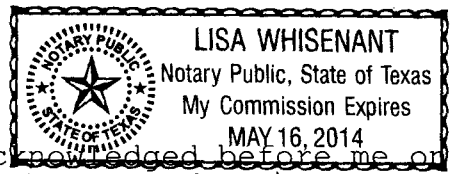
Entered into this 2nd day of July, 2010.

Herbert Kaiser
Owner Signature
Printed Name: Herbert Kaiser

Owner Signature
Printed Name: _____

Owner Signature
Printed Name: _____

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }



This instrument was acknowledged before me on the day of July 2, 2010, by Herbert Kaiser, Owner.
Lisa Whisenant
Notary Public, State of Texas

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the day of _____, 2010, by _____, Owner.

Notary Public, State of Texas

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the day of _____, 2010, by _____, Owner.

Notary Public, State of Texas

Jim Dunaway
City Manager, City of Taylor, Texas

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Jim Dunaway, City Manager, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the City of Taylor, Texas, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ____ day of _____, 2010.

Notary Public, State of Texas

Copy

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

THAT WE, C. E. Gustafson and wife, Mabel Gustafson, of Williamson County, Texas, for and in consideration of the sum of Five Thousand and NO/100 (\$5,000.00) Dollars to us cash in hand paid by Herbert Kaiser and wife, Louise Kaiser, the receipt of which is hereby acknowledged and the further consideration of the execution and delivery by the said Herbert Kaiser and wife, Louise Kaiser, of their one certain Vendor's Lien Note for the principal sum of Three Thousand Six Hundred Fifty four and 85/100 (\$3,654.85) Dollars bearing date of November 8, 1948, bearing interest from date at the rate of ~~Four~~ (4%) per cent per annum, said note containing the usual default, maturity and attorney's fee clauses and reciting that it is secured by a Vendor's Lien on the hereinafter described property and being due and payable to the order of Gilbert Kautz in seven annual installments, the first six of said installments to be in the sum of Five Hundred and NO/100 (\$500.00) Dollars each with the last and final installment to be in the sum of Six Hundred Fifty four and 85/100 (\$654.85) Dollars, the first installment to be due and payable on or before November 8, 1949 and one installment thereafter on or before November 8th of each year thereafter until all of said note is paid, the interest thereon to be payable annually at the time of the payment of each installment hereunder, said note further providing that failure to pay any installment thereunder or interest as same becomes due would automatically mature said note at the election of the holder thereof, said note being due and payable to the order of Gilbert Kautz at Taylor, Texas, due to the fact that he, at the request of the said Herbert

Kaiser and wife, Louise Kaiser, has advanced the sum of Three Thousand Six Hundred Fifty four and 85/100 (\$3,654.85) Dollars on the purchase price on the herein-after described property and the said Gilbert Kautz is hereby subrogated to all the rights, liens, titles and equities in and to the said hereinafter described property that the original Vendors would have had or be entitled to if they were the Payees in said Note and the Lien herein-after reserved to secure payment of said note is hereby specifically reserved in favor of the said Gilbert Kautz, his heirs, or assigns and upon the payment of the same, the said Gilbert Kautz, his heirs or assigns are hereby authorized and empowered to release said Vendor's Lien on the hereinafter described property, -----
HAVE GRANTED, SOLD AND CONVEYED and by these presents, do, GRANT, SELL AND CONVEY unto the said Herbert Kaiser and wife, Louise Kaiser of Williamson County, Texas, all of that certain lot, tract or parcel of land lying and being situated in Williamson County, Texas, out of and a part of the Margaret ^{McDaniel} ~~Daniel~~ Survey, Abst. # 433 and a part of that certain tract described as containing 47.28 acres of land in a deed from Julie Jarosek et al to C. E. Gustafson, said deed being of record in Vol. 333, page 48 of the Deed Records of Williamson County, Texas and described by metes and bounds as follows:

BEGINNING at the N W corner of the said 47.28 acre tract, for the N W corner hereof,

THENCE ⁸⁰⁸ N 71 E 2244 feet with the north line of said tract to the N E corner thereof, for the N E corner hereof,

THENCE S $3\frac{1}{2}$ deg. E following the east line of said tract a distance of 569 ²⁰⁵ feet to a point for the S E corner hereof, said point being also the N E corner of a tract of 20 acres this day conveyed to Theo Meiske,

THENCE ⁷⁴⁶ S 71 W 2099 feet to a point in the west line of said tract for the S W corner hereof being also the N W corner of a tract of land this day conveyed to Theo Meiske,

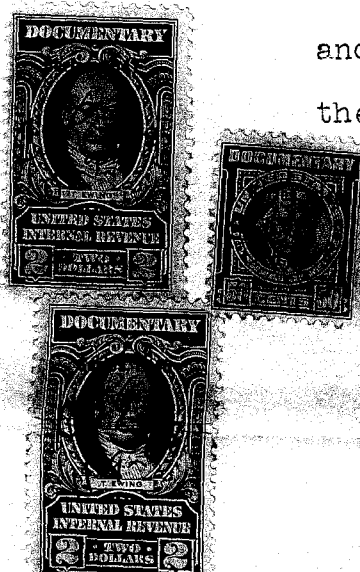
197
THENCE N 19 deg. W 548 feet with the west line of said
47.28 acre tract and the east margin of a County road to
the place of beginning and containing 27.28 acres of land.

TO HAVE AND TO HOLD the above described premises, to-
gether with all and singular the rights and appurtenances
thereto in anywise belonging, unto the said Herbert Kaiser
and wife, Louise Kaiser, their heirs or 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 Herbert Kaiser and
wife, Louise Kaiser, 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 is retained against the above described
property, premises and improvements in favor of the said
Gilbert Kautz, until the above described note and all
interest thereon is fully paid according to its face and
tenor, effect and reading, when this Deed shall become
absolute.

Grantors are to pay all taxes on said property through
and including the year 1948 and are to receive all rents
therefrom for the year 1948.

WITNESS OUR HANDS, this 8th day of November A. D. 1948,


C. E. Gustafson
C. E. Gustafson

Mabel Gustafson
Mabel Gustafson

STATE OF TEXAS
COUNTY OF WILLIAMSON

BEFORE ME, the undersigned authority, on this day
personally appeared C. E. Gustafson and Mabel Gustafson,

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; and the said Mabel Gustafson, wife of the said C. E. Gustafson, having been examined by me privily and apart from her husband and having the same fully explained to her, she, the said Mabel Gustafson acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 9th day of November, A. D. 1948.

M. L. H. F.
Notary Public in and for
Williamson County, Texas

THE STATE OF TEXAS, }
County of Williamson } I, C. O. Beaver, 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 10 day of Nov A. D. 1948, at 8 o'clock A. M., and duly recorded this the 10
day of Nov A. D. 1948, at 11:15 o'clock A. M., in the Deed
Records of said County, in Vol. 351 pp. 447

WITNESS MY HAND and Seal of the County Court of said County, at office in Georgetown, Texas,
the date last above written

By Kathryn Henderson Deputy

C O Beaver
Clerk, County Court, Williamson County, Texas

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code by and between the City of Taylor, Texas, (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel of real property (the "Property") in Williamson, County, Texas, which is more particularly and separately described in the attached Exhibit "A"; and

WHEREAS, the City has begun the process to institute annexation proceedings on all or portions of Owner's Property and will hold public hearings on July 27th and August 12th, 2010;

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors, heirs, and assigns for the term (defined below) of this Agreement; and

WHEREAS, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and

further agrees not to include the Property in a statutory annexation plan for the Term of the Agreement. However, if the Property is annexed pursuant to the terms of this Agreement, then the City shall provide services to the Property pursuant to Chapter 43 of the Texas Local Government Code.

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The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severably, to indemnify, hold harmless, and defend the City against any and all legal claims, by and person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

Section 3. The Owner acknowledges that if any part or related development document is filed in violation of this Agreement, or if the Owner commences development of the Property in violation

of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to the annexation at the discretion of the City Council. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner.

If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a municipality to use certain statutory procedures under an annexation plan. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein.

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Section 5. The term of the Agreement (the "Term") is fifteen (15) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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Section 6. Property annexed pursuant to this Agreement will initially be zoned R1-Single Residential pursuant to the City's Code of Ordinances, pending determination of the property's permanent zoning in accordance with the provisions of applicable law and the City's Code of Ordinances.

Section 7. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address.

City of Taylor
Attn: City Manager
400 Porter Street
Taylor, Texas 76574

Section 8. This Agreement shall run with the Property and be recorded in the real property records of Williamson County, Texas.

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Section 10. This Agreement may be enforced by any Owner or the City by and proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 11. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 12. Venue for this Agreement shall be in Williamson, County, Texas.

Section 13. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and the same instrument.

Section 14. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Section 3, 4, and 5 herein.

Please attach a copy of your deed in order for this agreement to be in effect.

Entered into this 19th day of July, 2010.

David L. Oman
Owner Signature

Printed Name: David L. Oman

M. Shawn Oman
Owner Signature

Printed Name: Mark Shawn Oman

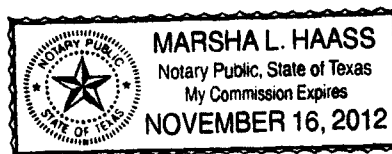
Troy Oman
Owner Signature

Printed Name: Troy Oman

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON}

This instrument was acknowledged before me on the day of July 19th, 2010, by David Lynn Oman, Owner.

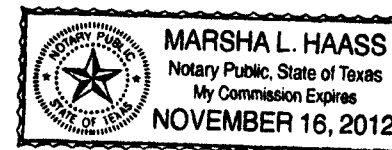
Marsha L. Haass
Notary Public, State of Texas



THE STATE OF TEXAS }
COUNTY OF WILLIAMSON}

This instrument was acknowledged before me on the day of July 19th, 2010, by Mark Shawn Oman, Owner.

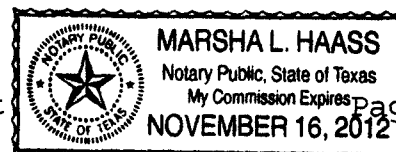
Marsha L. Haass
Notary Public, State of Texas



THE STATE OF TEXAS }
COUNTY OF WILLIAMSON}

This instrument was acknowledged before me on the day of July 19th, 2010, by Troy Lynn Oman, Owner.

Marsha L. Haass
Notary Public, State of Texas



Jim Dunaway
City Manager, City of Taylor, Texas

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Jim Dunaway, City Manager, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the City of Taylor, Texas, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ____ day
of _____, 2010.

Notary Public, State of Texas

1X046650173
RECORDED BY
NORTH AMERICAN TITLE (3)

GF#046650173

Re-recorded to attach Exhibit A

Return to: *80.00
NORTH AMERICAN TITLE
CHISHOLM TRAIL, SUITE 3100
ROUND ROCK, TEXAS 78681
(512) 255-6550

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.

WARRANTY DEED

Date: September 18, 2004



DEED

2004076760

4 PGS

Grantor: Michael G. Hall and Deborah A. Hall, HUSBAND AND WIFE

Grantor's Mailing Address (including county):

5113 Regal View
Joshua, TX 76058
Tarrant County



DEED

2005035807

5 PGS

Grantee: David L. Oman and M. Shawn Oman and Troy L. Oman

Grantee's Mailing Address (including county):

P.O. Box 157
Hutto, TX 78634
Williamson County

Consideration:

For the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration to the undersigned paid by the Grantee herein named, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

Being 10.00 acres of land, more or less, out of the James C. Eaves Survey, Abstract No. 213, in Williamson County, Texas, and being the same property conveyed to Michael G. Hall and Deborah A. Hall by deed recorded under Document No. 2002018147, Official Public Records of Williamson County, Texas; said 10.00 acres being more particularly described by metes and bounds attached hereto as Exhibit "A".

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,

13-3000-0503-00045

EXHIBIT "A"

Field Notes

Hall / February 11, 2002 / Job No. 2057

All that certain tract or parcel of land situated in Williamson County, Texas, out of the James C. Eaves Survey, Abstract No. 213 and being a portion of that same tract described as 100.06 acres in a Warranty Deed granted to Kenneth W. Snow, et al, dated March 20, 2001, and recorded as Document No. 2001028127, Official Records of Williamson County, Texas, and further described by metes and bounds:

BEGINNING at a ½" iron pin with a yellow plastic cap inscribed "CCC 4835" found in the South line of County Road 369 and the North line of said Snow tract for the Northwest corner of this tract, from which a ½" iron pin found for the Northwest corner of said Snow tract bears S 71° 18' 16" W 363.87 feet;

THENCE: N 71°18'16" E 313.87 feet with the South line of said County Road 369 and the North line of said Snow tract and this tract, being the basis of bearings cited hereon to a ½" iron pin with a yellow plastic cap inscribed "CCC 4835" found for the Northeast corner of this tract;

THENCE: S 19°16'44" E 1387.89 feet into said Snow tract to a ½" iron pin with a yellow plastic cap inscribed "CCC 4835" found the Southeast corner of this tract;

THENCE: S 71°18'16" W 313.87 feet to a ½" iron pin with a yellow plastic cap inscribed "CCC 4835" found for the Southwest corner of this tract;

THENCE: N 19°16'44" W 1387.89 feet to the point of Beginning and containing 10.00 acres of land.

Clyde C. Castleberry, Jr. CASTLEBERRY
Registered Professional Land Surveyor No. 4835



maintenance, and operation of any applicable governmental district, agency, authority, etc. taxes for current year, the payment of which Grantee assumes.

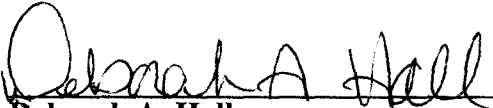
Grantor for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, 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.

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

EXECUTED this 18th day of September, 2004.



Michael G. Hall



Deborah A. Hall

THE STATE OF TEXAS

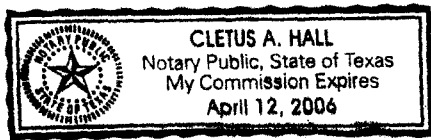
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COUNTY OF WILLIAMSON

*

This instrument was acknowledged before me on this the 18th day of September, 2004,
by **Michael G. Hall**.



Cletus A. Hall

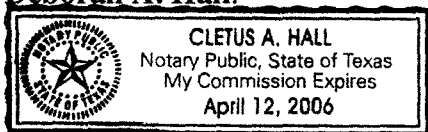
Notary Public in and for the State of Texas

My Commission Expires: April 12, 2006

(Print Name) Cletus A. Hall

STATE OF TEXAS
COUNTY OF FABER CO

This instrument was acknowledged before me on the 18th day of September, 2004, by
Deborah A. Hall.



Cletus A. Hall
Notary Public, State of Texas
Notary's name (printed):

Notary's commission expires:
AFTER RECORDING RETURN TO:

NORTH AMERICAN TITLE COMPANY
One Chisholm Trail, Suite 3100
Round Rock, TX 78681

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2004076760

Nancy E. Rister

09/30/2004 03:44 PM

JACKIE \$20.00

NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2005035807

Nancy E. Rister

05/13/2005 01:37 PM

CARRILLO \$22.00

NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

Tai - 60113 LKW
RECORDED BY
NORTH AMERICAN TITLE

Return to: \$18.00

NORTH AMERICAN TITLE
CHISHOLM WHITE 3100
ROUND ROCK TEXAS 78681
(512) 255-6550

AFFIDAVIT

Re-recorded to attach Exhibit A

THE STATE OF TEXAS

*
*

COUNTY OF WILLIAMSON



AFF 2004076761
3 PGS

BEFORE ME, the undersigned authority, on this day personally appeared **Michael G. Hall and Deborah A. Hall**, who being by me duly sworn upon their oath depose and say: Affiants, **Michael G. Hall and Deborah A. Hall**, are the owners of the following described real property, to-wit:

Being 10.00 acres of land, more or less, out of the James C. Eaves Survey, Abstract No. 213, in Williamson County, Texas, and being the same property conveyed to Michael G. Hall and Deborah A. Hall by deed recorded under Document No. 2002018147, Official Public Records of Williamson County, Texas; said 10.00 acres being more particularly described by metes and bounds attached hereto as Exhibit "A".

Affiants, **Michael G. Hall and Deborah A. Hall**, have this date conveyed the subject property to **David L. Oman and M. Shawn Oman and Troy L. Oman**, and **Michael G. Hall and Deborah A. Hall** state that there are no unrecorded leases or any other unrecorded interests with rights of tenants in possession. This affidavit is given to lender and is made to induce title company and its policy issuing agent, to issue title insurance on this real estate transaction and Affiants understand that said parties will act in reliance on this affidavit. Further Affiants sayeth not.

Michael G. Hall

Deborah A. Hall



AFF 2005035806
4 PGS

18th SWORN TO AND SUBSCRIBED BEFORE ME by the said **Michael G. Hall** this day of September, 2004, to certify which witness my hand and seal of office.

Notary Public in and for the State of Texas
My Commission Expires: April 12 2006
(Print Name) Cletus A. Hall

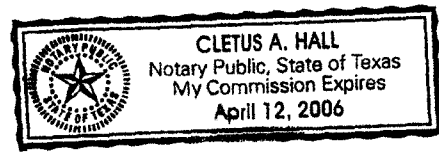


EXHIBIT "A"

Field Notes

Hall / February 11, 2002 / Job No. 2057

All that certain tract or parcel of land situated in Williamson County, Texas, out of the James C. Eaves Survey, Abstract No. 213 and being a portion of that same tract described as 100.06 acres in a Warranty Deed granted to Kenneth W. Snow, et al, dated March 20, 2001, and recorded as Document No. 2001028127, Official Records of Williamson County, Texas, and further described by metes and bounds:

BEGINNING at a ½" iron pin with a yellow plastic cap inscribed "CCC 4835" found in the South line of County Road 369 and the North line of said Snow tract for the Northwest corner of this tract, from which a ½" iron pin found for the Northwest corner of said Snow tract bears S 71° 18' 16" W 363.87 feet;

THENCE: N 71°18'16" E 313.87 feet with the South line of said County Road 369 and the North line of said Snow tract and this tract, being the basis of bearings cited hereon to a ½" iron pin with a yellow plastic cap inscribed "CCC 4835" found for the Northeast corner of this tract;

THENCE: S 19°16'44" E 1387.89 feet into said Snow tract to a ½" iron pin with a yellow plastic cap inscribed "CCC 4835" found the Southeast corner of this tract;

THENCE: S 71°18'16" W 313.87 feet to a ½" iron pin with a yellow plastic cap inscribed "CCC 4835" found for the Southwest corner of this tract;

THENCE: N 19°16'44" W 1387.89 feet to the point of Beginning and containing 10.00 acres of land.

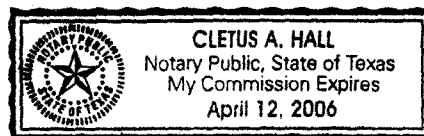
Clyde C. Castleberry, Jr.
Registered Professional Land Surveyor No. 4835



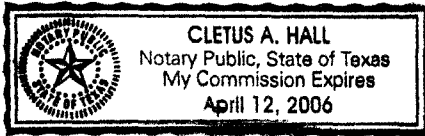
STATE OF TEXAS
COUNTY OF TARRANT CO

This instrument was acknowledged before me on the 18th day of September, 2004, by
Michael G. Hall.

Cletus A. Hall
Notary Public, State of Texas
Notary's name (printed):
Notary's commission expires:



18th SWORN TO AND SUBSCRIBED BEFORE ME by the said **Deborah A. Hall** this day of September, 2004, to certify which witness my hand and seal of office.



Cletus A. Hall
Notary Public in and for the State of Texas
My Commission Expires: April 12, 2006
(Print Name) Cletus A. Hall

THE STATE OF TEXAS

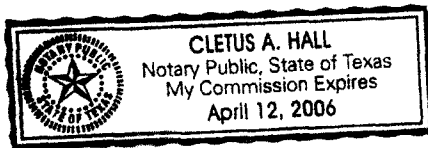
*

*

COUNTY OF WILLIAMSON

*

This instrument was acknowledged before me on this the 18th day of September, 2004, by **Deborah A. Hall**.



Cletus A. Hall
Notary Public in and for the State of Texas
My Commission Expires: April 12, 2006
(Print Name) Cletus A. Hall

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS 2004076761

Nancy E. Rister

09/30/2004 03:44 PM

JACKIE \$18.00

NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS 2005035806

Nancy E. Rister

05/13/2005 01:37 PM

CARRILLO \$20.00

NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

RECORDED BY
NORTH AMERICAN TITLE

Return to: \$20.00
NORTH AMERICAN TITLE
1 CHISHOLM TRAIL, SUITE 3100
ROUND ROCK, TEXAS 78681
(512) 255-6550

GF#046650171

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.

WARRANTY DEED

Date: September 11, 2004



DEED

2004073649

4 PGS

Grantor: Kenneth W. Snow and A. Dearl Dotson and Weldon R. Copeland

Grantor's Mailing Address (including county):

P.O. Box 670
Hutto, TX 78634
Williamson County

Grantee: David L. Oman and M. Shawn Oman and Troy L. Oman

Grantee's Mailing Address (including county):

P.O. Box 157
Hutto, TX 78634
Williamson County

Consideration:

For the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration to the undersigned paid by the Grantee herein named, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

Being 15.86 acres of land, more or less, out of the James C. Eaves Survey, Abstract No. 213, in Williamson County, Texas, and being a portion of that 100.06 acre tract described in Deed recorded under Document No. 2001028127, Official Public Records of Williamson County, Texas; said 15.96 acres being more particularly described by metes and bounds attached hereto as Exhibit "A".

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.

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

EXECUTED this 11 day of September, 2004.

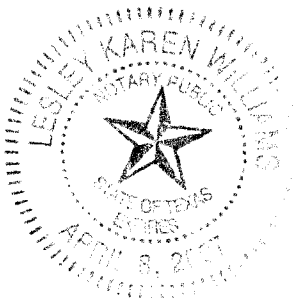
K. W. Snow
Kenneth W. Snow

A. Dearl Dotson
A. Dearl Dotson

Weldon R. Copeland
Weldon R. Copeland

STATE OF TEXAS
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on the 11 day of September, 2004, by
Kenneth W. Snow.



Lesley Karen Williams
Notary Public, State of Texas
Notary's name (printed):
Notary's commission expires:

FIELD NOTES

JOB NO: \Egpt_04\40533_JAMES_C_EAVES_SRY\DOCUMENTS\PERIMETER.doc

DATE: SEPTEMBER 9, 2004

PAGE: 1 OF 1

15.86 ACRES

All that certain tract or parcel of land situated in Williamson County, Texas, out of the James C. Eaves Survey, Abstract No. 213, and being a portion of that tract described as 100.06 acres in a Warranty Deed with Vendor's Lien granted to Kenneth W. Snow, et al, dated March 20, 2001, and recorded as Document No. 2001028127, Official Public Records of Williamson County, Texas, and further described by metes and bounds as follows:

BEGINNING at a ½" iron pin with a yellow plastic cap inscribed "CCC 4835" found in the south margin of County Road 369 and in the north line of said Snow tract for the northeast corner of that tract described as 10.00 acres in a Warranty Deed with Vendor's Lien granted to Michael G. Hall, et ux, dated February 28, 2002, and recorded as Document No. 2002018147, of said official public records and the northwest corner of this tract, a ½" iron pin found for the northwest corner of said Snow tract bears S 71°18'16" W 677.75 feet;

THENCE: N 71°18'16" E 308.02 feet with the south margin of said County Road 369 and the north line of said Snow tract and this tract to a ½" iron pin with a yellow plastic cap inscribed "CCC 4835" found for the northeast corner of this tract;

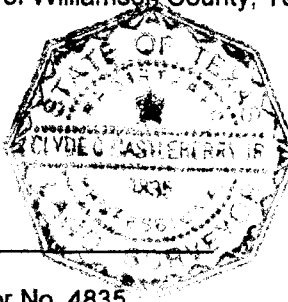
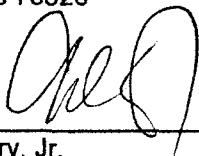
THENCE: S 18°48'58" E 2312.90 feet with the east line of this tract and across said Snow tract to a ½" iron pin with a yellow plastic cap inscribed "CCC 4835" found in the north line of that tract described as 56.369 acres in a Warranty Deed with Vendor's Lien granted to Robert E. Prasatik, dated September 17, 1979, and recorded in Volume 772, Page 605, Deed Records of Williamson County, Texas, and in the south line of said Snow tract for the southeast corner of this tract;

THENCE: S 71°13'31" W 289.34 feet with the north line of said Prasatik tract and the south line of said Snow tract and this tract to a ½" iron pin with a yellow plastic cap inscribed "CCC 4835" set for the southeast corner of that tract described as 16.00 acres in a Warranty Deed with Vendor's Lien granted to Tim Holt, et ux, dated August 8, 2001, and recorded as Document No. 2001062558, of said official public records and the southwest corner of this tract;

THENCE: N 19°16'44" W with the east line of said Holt tract and the west line of this tract, at 925.53 feet passing a ½" iron pin with a yellow plastic cap inscribed "CCC 4835" found for an exterior ell corner of said Holt tract and the southeast corner of said Hall tract, in all 2313.42 feet to the Point of Beginning and containing 15.86 acres of land.

Bearings cited hereon based on the monumented north line of Kenneth Snow, et al, tract #2001028127, Official Public Records of Williamson County, Texas.

Castleberry Surveying, Ltd.
203 South IH 35, Suite 101C
Georgetown, Texas 78628



Clyde C. Castleberry, Jr.
Registered Professional Land Surveyor No. 4835

CCC/oz

STATE OF TEXAS
COUNTY OF Williamson

This instrument was acknowledged before me on the 11 day of September, 2004, by **A. Dearl Dotson.**



[Signature]
Notary Public, State of Texas
Notary's name (printed):
Notary's commission expires:

STATE OF TEXAS
COUNTY OF Williamson

This instrument was acknowledged before me on the 15 day of September, 2004, by **Weldon R. Copeland.**



[Signature]
Notary Public, State of Texas
Notary's name (printed):
Notary's commission expires:

AFTER RECORDING RETURN TO:

NORTH AMERICAN TITLE COMPANY
One Chisholm Trail, Suite 3100
Round Rock, TX 78681

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS 2004073649

Nancy E. Rister

09/20/2004 02:31 PM

MILLER \$20.00

NANCY E. RISTER, COUNTY CLERK

WILLIAMSON COUNTY, TEXAS

15/ITC/ 0708558 WUT/pml



DEED
4 PGS

2007049098

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 THE 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: June 8, 2007

Grantor: TIM MCHENRY also known as TIM W. MCHENRY and wife, AMY MCHENRY also known as AMY L. MCHENRY

Grantor's Mailing Address (including county): 17 Valley View Dr.
Round Rock, TX 78664

Grantee: DAVID OMAN, SHAWN OMAN, and TROY OMAN

Grantee's Mailing Address (including county): PO Box 157
Hutto, TX 78634

Consideration: TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration.

Property (including any improvements):

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND CONTAINING 16.10 ACRES OF LAND, MORE OR LESS, OUT OF THE JAMES C. EAVES SURVEY, ABSTRACT NO. 213, IN WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF THAT 100.06 ACRE TRACT DESCRIBED IN DEED RECORDED IN DOCUMENT NO. 2001028127, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS SHOWN ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.

Reservations from Conveyance: None.

Exceptions to Conveyance and Warranty:

1. Restrictive covenants of record in Document No. 2001062557, Official Public Records, Williamson County, Texas.
2. Building setback line 50 ft. in width along the road side property line(s) as set forth in Restrictions recorded in Document No. 2001062557, Official Public Records, Williamson County, Texas.

EXHIBIT "A"

All that certain tract or parcel of land situated in Williamson County, Texas, out of the James C. Eaves Survey, Abstract No. 213 and being a portion of that tract described as 100.06 acres in a Warranty Deed granted to Kenneth W. Snow, et al, dated March 20, 2001, and recorded as Document No. 2001028127, Official Public Records of Williamson County, Texas, and further described by metes and bounds as follows:

BEGINNING at a 1/2" iron pin with a yellow plastic cap inscribed "CCC 4835" set in the south margin of County Road 369 and in the north line of said Snow tract for the northwest corner of this tract, a 1/2" iron pin found for the northwest corner of said Snow tract bears S 71°18'16" W 985.77 feet;

THENCE: N 71°18'16" E 303.25 feet along the south margin of said county road and with the north line of said Snow tract and this tract to a 1/2" iron pin with a yellow plastic cap inscribed "CCC 4835" set for the northeast corner of this tract, a 1/2" iron pin found for the northeast corner of said Snow tract bears N 71°18'16" E 604.77 feet;

THENCE: S 18°48'58" E 2312.48 feet with the east line of this tract and across said Snow tract to a 1/2" iron pin with a yellow plastic cap inscribed "CCC 4835" set in the north line of that tract described as 56.369 acres in a Warranty Deed with Vendor's Lien granted to Robert E. Prasatik, dated September 17, 1979, and recorded in Volume 772, Page 605, Deed Records of Williamson County, Texas, and in the south line of said Snow tract for the southeast corner of this tract;

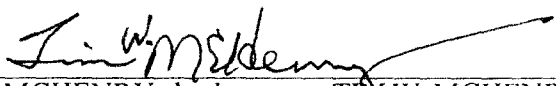
THENCE: S 71°13'31" W 303.25 feet with the north line of said Prasatik tract and the south line of said Snow tract and this tract to a 1/2" iron pin with a yellow plastic cap inscribed "CCC 4835" set for the southwest corner of this tract;

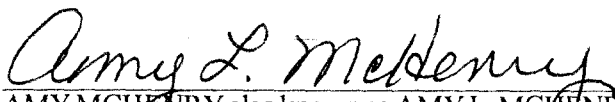
THENCE: N 18°48'58" W 2312.90 feet with the west line of this tract and across said Snow tract to the point of Beginning and containing 16.10 acres of land.

3. Building setback line 5 ft. in width along all other property line(s) as set forth in Restrictions recorded in Document No. 2001062557, Official Public Records, Williamson County, Texas.
4. A 5 ft. public utility easement along all property lines recorded in Document No. 2001062557, Official Public Records, Williamson County, Texas.
5. Easements for installation, maintenance, repair and replacement of utilities, drainage, encroachments, and protrusions, together with rights and remedies of Declarant, including but not limited to terms, conditions, covenants, options, provisions, and other matters contained in Declaration of Covenants, Conditions and Restrictions, recorded in Document No. 2001062557, Official Public Records, Williamson County, Texas.
6. Electric transmission easement and/or distribution line easement to TEXAS POWER & LIGHT COMPANY, recorded in Volume 342, Page 7, Deed Records, Williamson County, Texas.
7. Floodwater detention easement to BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1, recorded in Volume 465, Page 544, Deed records, Williamson County, Texas.
8. Electric easement to TEXAS POWER & LIGHT COMPANY, recorded in Volume 477, Page 365, Deed Records, Williamson County, Texas.
9. Standby fees, taxes, and assessments by any taxing authority for the year 2007, and subsequent years, and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership.
10. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
11. Homestead or community property or survivorship rights, if any, of any spouse of Grantee.
12. Any validly existing titles or rights asserted by anyone, including but not limited to persons, the public, corporations, governments, or other entities, to (a) tidelands or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs, or oceans, (b) lands beyond the line of the harbor or bulkhead lines as established or changed by any government, (c) filled-in lands or artificial islands, (d) statutory water rights, including riparian rights, or (e) the area extending from the line of mean low tide to the line of vegetation or the right of access to that area or easement along and across that area.

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 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.


TIM MCHENRY also known as TIM W. MCHENRY

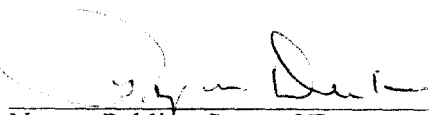

AMY MCHENRY also known as AMY L. MCHENRY

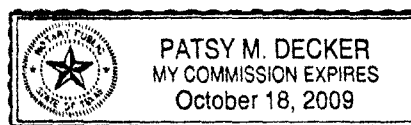
(Acknowledgment)

STATE OF TEXAS

COUNTY OF Williamson

This instrument was acknowledged before me on June 8, 2007, by TIM MCHENRY also known as TIM W. MCHENRY and AMY MCHENRY also known as AMY L. MCHENRY.

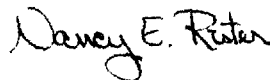

Notary Public - State of Texas



GENERAL WARRANTY DEED -- PAGE 3

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS 2007049098



06/12/2007 12:37 PM

PHOLTZ \$28.00

NANCY E. RISTER, COUNTY CLERK

WILLIAMSON COUNTY, TEXAS

151ITC 0712237-Hutt 1 PMD 1081 R 462611

(20)



DEED

2007065040

4 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 THE 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: July 31, 2007

Grantor: THOMAS M. SCHMITT and wife, MARY H. SCHMITT

Grantor's Mailing Address (including county): 2618 Collingwood Drive
Round Rock, Tx 78664, Williamson

Grantee: DAVID L. OMAN, SHAWN OMAN, and TROY OMAN

Grantee's Mailing Address (including county): P.O. Box 157, Hutto, TX
78634, Williamson

Consideration: TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration.

Property (including any improvements):

16.0 ACRES OF LAND, MORE OR LESS, OUT OF THE JAMES C. EAVES SURVEY, ABSTRACT NO. 213 SITUATED IN WILLIAMSON COUNTY, TEXAS AND BEING THE SAME PROPERTY DESCRIBED IN WARRANTY DEED RECORDED IN DOCUMENT NO. 2004040095, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. SAID 16.0 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.

Reservations from Conveyance: None.

Exceptions to Conveyance and Warranty:

1. Restrictive covenants of recorded in Document No. 2001062557, Official Public Records, Williamson County, Texas.
2. Electric transmission and/or telephone lines easement to TEXAS POWER & LIGHT COMPANY, recorded in Volume 342, Page 7, Deed Records, Williamson County, Texas.
3. Flowage and storage of water easement to BRUSHY CREEK WATER CONTROL

AND IMPROVEMENT DISTRICT NO. 1, recorded in Volume 465, Page 544, Deed Records, Williamson County, Texas.

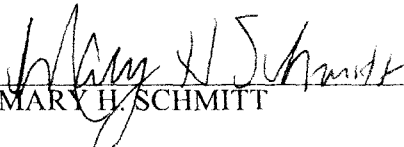
4. Electric power line easement recorded in Volume 477, Page 365, Deed Records, Williamson County, Texas.
5. A 5 foot public utility easement around the boundary of existing and future lots, recorded in Document No. 2001062557, Official Public Records, Williamson County, Texas.
6. Building setback lines as set forth in instrument recorded in Document No. 2001062557, Official Public Records, Williamson County, Texas.
7. Terms, conditions, and stipulations in an oil, gas, and mineral lease by and between JOHN B. MARTIN and wife, EDNA L. MARTIN, and EDWARDE E. ELLIOTT and wife, ALICE M. ELLIOTT, as Lessor, and W. L. THAYER, as Lessee, recorded in Volume 349, Page 134, Deed Records, Williamson County, Texas, and affected by instrument recorded in Document No. 2001028133, Official Public Records, Williamson County, Texas.
8. Standby fees, taxes, and assessments by any taxing authority for the year 2007, and subsequent years, and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership.
9. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
10. Homestead or community property or survivorship rights, if any, of any spouse of Grantee.
11. Any validly existing titles or rights asserted by anyone, including but not limited to persons, the public, corporations, governments, or other entities, to (a) tidelands or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs, or oceans, (b) lands beyond the line of the harbor or bulkhead lines as established or changed by any government, (c) filled-in lands or artificial islands, (d) statutory water rights, including riparian rights, or (e) the area extending from the line of mean low tide to the line of vegetation or the right of access to that area or easement along and across that area.

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 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.


THOMAS M. SCHMITT

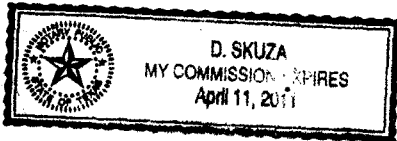

MARY H. SCHMITT

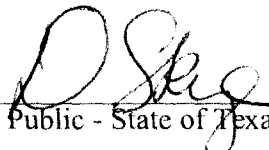
(Acknowledgment)

STATE OF TEXAS

COUNTY OF Williamson

This instrument was acknowledged before me on July 31, 2007, by THOMAS M. SCHMITT and wife, MARY H. SCHMITT.




Notary Public - State of Texas

112/schmitt.deed.release.wpd

Return to:

Independence Title Company
120 Ed Schmidt Blvd., Ste. F
Hutto, TX 78634

EXHIBIT A

FIELD NOTES

JOB NO: \\Server\docs\W-0205_METES&BOUND_042104.doc

DATE: April 21, 2004

PAGE: 2 of 2

All that certain tract or parcel of land situated in Williamson County, Texas, out of the James C. Eaves Survey, Abstract No. 213 and being a portion of that tract described as 100.06 acres of land in a Warranty Deed with Vendor's Lien granted to Kenneth W. Snow, et al, dated March 20, 2001 recorded as document No. 2001028127, Official Public Records of Williamson County Texas, and further described by metes and bounds as follows:

Beginning at a 1/2" Iron pin with a yellow plastic cap inscribed "CCC 4835" set in the south margin of County Road 369 and in the north line of said Snow tract for the northwest corner of this tract, from which a 1/2" Iron pin with a yellow plastic cap inscribed "CCC 4835" found for the northwest corner of said Snow tract bears S 71°18'16" W 1289.01 feet;

THENCE: N 71°18'16" E 301.42 feet along the south margin of said County Road 369 and the north line of said Snow tract to a 1/2" Iron pin with a yellow plastic cap inscribed "CCC 4835" found for the northeast corner of this tract;

THENCE: S 18°48'58" E 2312.06 feet with the east line of this tract across said Snow tract to a 1/2" Iron pin with a yellow plastic cap inscribed "CCC 4835" found in the north line of that tract described in an Agreement between Jaran J. Hooten, et al, and Robert E. Prasatik, dated February 10, 1988 as recorded in Volume 1337, Page 834 of said Official Public Records for the southeast corner of this tract;

THENCE: S 71°13'31" W 301.42 feet with the north line of said Agreement tract and the south line of said Snow tract to a 1/2" Iron pin with a yellow plastic cap inscribed "CCC 4835" set for the southwest corner of this tract;

THENCE: N 18°48'58" W 2312.49 feet with the west line of this tract across said Snow tract to the point of Beginning and containing 16.00 acres of land.

Bearings cited hereon based on the north line of said Snow tract having a record call of N 71°18'16" E 1893.80 feet and a measured distance of 1893.80 feet.

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS 2007065040

Nancy E. Rister

08/01/2007 03:09 PM

JACKIE \$28.00

NANCY E. RISTER, COUNTY CLERK

WILLIAMSON COUNTY, TEXAS

1514C 0916515-64W1K1K 430204

GENERAL WARRANTY DEED

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

DATE: August 19, 2009

GRANTOR: Ara Vidal Hollenback a/k/a Ara Hollenback

GRANTOR'S MAILING ADDRESS: 463 TOLLANCE BLVD TOLLANCE CA 90202

GRANTEE: David L. Oman, M. Shawn Oman and Troy L. Oman

GRANTEE'S MAILING ADDRESS:

P.O. Box 157
Hutto, TX 78634

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 and subject, further, to taxes for the year 2009 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 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.

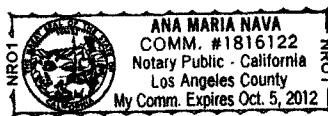
When the context requires, singular nouns and pronouns include the plural.

Ara Vidal Hollenback
Ara Vidal Hollenback

Acknowledgement

State of California
County of Los Angeles

This instrument was acknowledged before me on the 19th day of August, 2009, by Ara Vidal Hollenback.



[Signature]
Notary Public, State of California

After Recording Return To:

Da6515-fw



9442 N Capital of TX Hwy
Bldg 2, Suite 200
Austin, TX 78759
Office: (512) 454-4500 * Fax (512) 454-4559

November 03, 2009

David L. Oman and M. Shawn Oman, Troy L. Oman
P.O. Box 157
Hutto, Texas-78634

RE: GF # 0916515-GTN
CR 369
Taylor, TX 76574

Enclosed you will find the following items in reference to the above transaction:

Owner's Title Policy

If you should need further assistance or have any questions, please feel free to contact me at the address/phone number above. Thank you for the opportunity to be of service.

Sincerely,

Debi Armstrong,
Policy Department

/Enclosures

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code by and between the City of Taylor, Texas, (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel of real property (the "Property") in Williamson, County, Texas, which is more particularly and separately described in the attached Exhibit "A"; and

WHEREAS, the City has begun the process to institute annexation proceedings on all or portions of Owner's Property and will hold public hearings on July 27th and August 12th, 2010;

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors, heirs, and assigns for the term (defined below) of this Agreement; and

WHEREAS, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and

further agrees not to include the Property in a statutory annexation plan for the Term of the Agreement. However, if the Property is annexed pursuant to the terms of this Agreement, then the City shall provide services to the Property pursuant to Chapter 43 of the Texas Local Government Code.

Section 2. The Owner covenants and agrees not to use the Property for any use other than for agriculture, wildlife management, and/or timber land consistent with Chapter 23 of the Texas Tax Code, except for the existing single-family residential use of the property, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson County or the City until the Property has been annexed into, and zoned by, the City.

The Owner covenants and agrees not to construct, or allow to be constructed, any buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's RA - Rural Agricultural zoning requirements apply to the Property, except when inconsistent with this Agreement in which case this Agreement shall apply, and that the Property shall be used only for RA - Rural Agricultural zoning uses that exist on that Property at the time of the execution of this Agreement, unless otherwise provided in this Agreement. However, the Owner may construct an accessory structure to an existing single family dwelling which is reasonable and necessary for the agricultural, wildlife management, and/or timber land purpose, after notification to and approval by the City of such action and in compliance with all applicable City ordinances and codes.

The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severably, to indemnify, hold harmless, and defend the City against any and all legal claims, by and person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

Section 3. The Owner acknowledges that if any part or related development document is filed in violation of this Agreement, or if the Owner commences development of the Property in violation

of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to the annexation at the discretion of the City Council. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner.

If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a municipality to use certain statutory procedures under an annexation plan. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein.

Section 4. Pursuant to Sections 43.035(b)(1)(B) of the Texas Local Government Code, the City is authorized to enforce all of the City's regulations and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries. The City states and specifically reserves its authority pursuant to Chapter 251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

Section 5. The term of the Agreement (the "Term") is fifteen (15) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

The Owner, and all of the Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation before the end of the Term, for annexation of the Property to be completed on or after the end of the Term. Prior to the end of the Term, the City may commence the voluntary annexation of the Property. In connection with annexation pursuant to this section, the Owners hereby waive any vested rights they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the owners may initiate during the time between the expiration of the Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned R1-Single Residential pursuant to the City's Code of Ordinances, pending determination of the property's permanent zoning in accordance with the provisions of applicable law and the City's Code of Ordinances.

Section 7. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address.

City of Taylor
Attn: City Manager
400 Porter Street
Taylor, Texas 76574

Section 8. This Agreement shall run with the Property and be recorded in the real property records of Williamson County, Texas.

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

Section 10. This Agreement may be enforced by any Owner or the City by and proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 11. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 12. Venue for this Agreement shall be in Williamson, County, Texas.

Section 13. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and the same instrument.

Section 14. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Section 3, 4, and 5 herein.

Please attach a copy of your deed in order for this agreement to be in effect.

Entered into this 16 day of June, 2010.

Owner Signature: Melissa Nicole Oman
Printed Name: Melissa Nicole Oman

Owner Signature: Mark Shawn Oman
Printed Name: Mark Shawn Oman

Owner Signature _____
Printed Name: Wang

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON}

This instrument was acknowledged before me on the day of
16th June, 2010, by MARK or Melissa OMAN, Owner
Jill M. [Signature]
Notary Public, State of Texas

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }

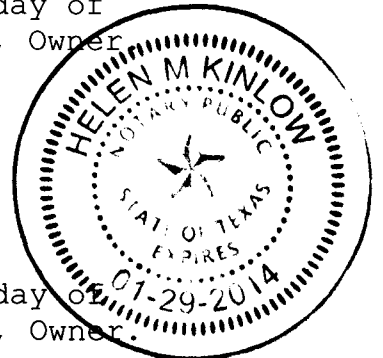
This instrument was acknowledged before me on the day of 16th June, 2010, by MARK or Melissa OMAP, Owner.

John M. Paul
Notary Public, State of Texas

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }

~~This instrument was acknowledged before me on the day of _____, 2010, by _____, Owner.~~

~~Notary Public, State of Texas~~



Jim Dunaway
City Manager, City of Taylor, Texas

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Jim Dunaway, City Manager, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the City of Taylor, Texas, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ____ day
of _____, 2010.

Notary Public, State of Texas



DEED

2004003254

6 PGS

Return to:
NORTH AMERICAN TITLE
1 CHISHOLM TRAIL, SUITE 3100
ROUND ROCK, TEXAS 78681
(512) 255-6550

6
dl
p24

328723 BC
RECORDED BY
NORTH AMERICAN TITLE

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

WARRANTY DEED WITH VENDOR'S LIEN

Date: January 9, 2004

Grantor: KENNETH W. SNOW, A. DEARL DOTSON AND WELDON R. COPELAND, each married, and not being joined by spouses, and owning, occupying and claiming other property as homestead

Grantor's Mailing Address:

4006 Jim Hogg Rd
Georgetown, Williamson County, Texas 78628

Grantee: MARK SHAWN OMAN and wife, MELISSA NICOLE OMAN

Grantee's Mailing Address:

2200 Carolyn Drive
Taylor, Williamson County, Texas 76574

Consideration: Cash and a note of even date that is in the principal amount of FIFTY-FIVE THOUSAND AND NO/100 DOLLARS (\$55,000.00) and is executed by Grantee, payable to the order of City National Bank of Taylor, Texas. The note is secured by a vendor's lien retained in favor of City National Bank of Taylor, Texas in this deed and by a deed of trust of even date from Grantee to Andrew D. Littlejohn, Trustee.

Property:

Being 16.10 acres of land, more or less, out of the James C. Eaves Survey, Abstract No. 213, in Williamson County, Texas, and being a portion of that 100.06 acre tract described in Deed recorded under Document No. 2001028127, Official Records of Williamson County, Texas; said 16.10 acre tract being more particularly described by metes and bounds attached hereto as Exhibit "A".

Reservations from and Exceptions to Conveyance and Warranty:

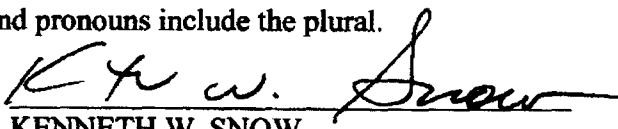
Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded instruments, other than liens and conveyances, that affect the property, taxes for 2004, payment of which Grantee assumes.

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 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.

City National Bank of Taylor, Texas, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the property. The vendor's lien and superior title to the property are retained for the benefit of City National Bank of Taylor, Texas and are transferred to that party without recourse on Grantor.

The vendor's lien against and superior title to the property are retained until the note described herein 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.


KENNETH W. SNOW

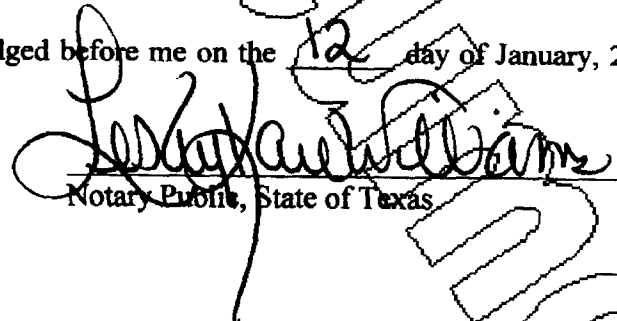

A. DEARL DOTSON


WELDON R. COPELAND

STATE OF TEXAS *

COUNTY OF WILLIAMSON *

This instrument was acknowledged before me on the 12 day of January, 2004, by KENNETH W. SNOW.


Notary Public, State of Texas



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 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.

City National Bank of Taylor, Texas, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the property. The vendor's lien and superior title to the property are retained for the benefit of City National Bank of Taylor, Texas and are transferred to that party without recourse on Grantor.

The vendor's lien against and superior title to the property are retained until the note described herein 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.

KENNETH W. SNOW



A. DEARL DOTSON

WELDON R. COPELAND

STATE OF TEXAS

*

COUNTY OF WILLIAMSON

*

This instrument was acknowledged before me on the _____ day of January, 2004, by
KENNETH W. SNOW.

Notary Public, State of Texas

STATE OF TEXAS *

COUNTY OF WILLIAMSON *

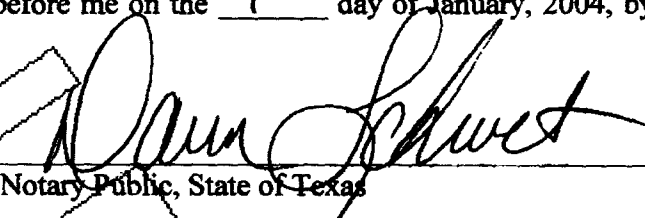
This instrument was acknowledged before me on the _____ day of January, 2004, by A.
DEARL DOTSON.

Notary Public, State of Texas

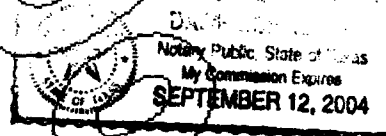
STATE OF TEXAS *

COUNTY OF WILLIAMSON *

This instrument was acknowledged before me on the 9 day of January, 2004, by
WELDON R. COPELAND.



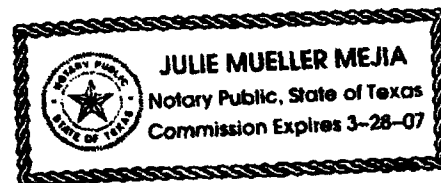
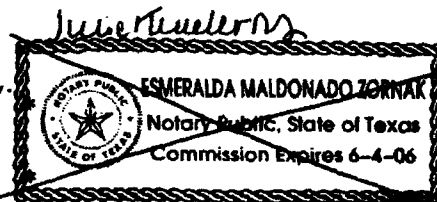
Notary Public, State of Texas



RECORDERS MEMORANDUM

All or part of the text on this page was not
clearly legible for satisfactory recordation.

STATE OF TEXAS
Bexar
COUNTY OF WILLIAMSON



This instrument was acknowledged before me on the 10 day of January, 2004, by A.
DEARL DOTSON.

Julie Mueller Meja
Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on the _____ day of January, 2004, by
WELDON R. COPELAND.

Notary Public, State of Texas

EXHIBIT "A"

All that certain tract or parcel of land situated in Williamson County, Texas, out of the James C. Eaves Survey, Abstract No. 213 and being a portion of that tract described as 100.06 acres in a Warranty Deed granted to Kenneth W. Snow, et al, dated March 20, 2001, and recorded as Document No. 2001028127, Official Records of Williamson County, Texas, and further described by metes and bounds as follows:

BEGINNING at a $\frac{1}{2}$ " iron pin found in the south margin of County Road 369 for the northwest corner of that tract described as 63.97 acres in a Warranty Deed granted to Charles Rosipal dated July 5, 1950, and recorded in Volume 362, Page 474, Deed Records of Williamson County, Texas, and the northeast corner of said Snow tract and this tract;

THENCE: S $18^{\circ}48'56''$ E 2311.65 feet with the west line of said Rosipal tract and the east line of said Snow tract and this tract, being the basis for the bearings cited hereon, to a $\frac{1}{2}$ " iron pin with a yellow plastic cap inscribed "CCC 4835" found in the west line of said Rosipal tract for the northeast corner of that tract described in an Agreement between Jaran J. Hooten, et al, dated February 10, 1966, and recorded in Volume 1337, Page 834, of said official records and the southeast corner of said Snow tract and this tract;

THENCE: S $71^{\circ}12'16''$ W 303.36 feet with the north line of said Hooten tract and the south line of said Snow tract and this tract to a $\frac{1}{2}$ " iron pin with a yellow plastic cap inscribed "CCC 4835" set for the southwest corner of this tract;

THENCE: N $18^{\circ}48'56''$ W 2312.46 feet with the west line of this tract and across said Snow tract to a $\frac{1}{2}$ " iron pin with a yellow plastic cap inscribed "CCC 4835" set in the south margin of said county road and in the north line of said Snow tract for the northwest corner of this tract;

THENCE: N $71^{\circ}18'16''$ E 303.36 feet with the south margin of said county road and the north line of said Snow tract and this tract to the point of Beginning and containing 16.10 acres of land.

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS 2004003254

Nancy E. Rister

01/14/2004 01:33 PM

CARRILLO \$26.00

NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code by and between the City of Taylor, Texas, (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel of real property (the "Property") in Williamson, County, Texas, which is more particularly and separately described in the attached Exhibit "A"; and

WHEREAS, the City has begun the process to institute annexation proceedings on all or portions of Owner's Property and will hold public hearings on July 27th and August 12th, 2010;

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors, heirs, and assigns for the term (defined below) of this Agreement; and

WHEREAS, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and

further agrees not to include the Property in a statutory annexation plan for the Term of the Agreement. However, if the Property is annexed pursuant to the terms of this Agreement, then the City shall provide services to the Property pursuant to Chapter 43 of the Texas Local Government Code.

Section 2. The Owner covenants and agrees not to use the Property for any use other than for agriculture, wildlife management, and/or timber land consistent with Chapter 23 of the Texas Tax Code, except for the existing single-family residential use of the property, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson County or the City until the Property has been annexed into, and zoned by, the City.

The Owner covenants and agrees not to construct, or allow to be constructed, any buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's RA - Rural Agricultural zoning requirements apply to the Property, except when inconsistent with this Agreement in which case this Agreement shall apply, and that the Property shall be used only for RA - Rural Agricultural zoning uses that exist on that Property at the time of the execution of this Agreement, unless otherwise provided in this Agreement. However, the Owner may construct an accessory structure to an existing single family dwelling which is reasonable and necessary for the agricultural, wildlife management, and/or timber land purpose, after notification to and approval by the City of such action and in compliance with all applicable City ordinances and codes.

The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severably, to indemnify, hold harmless, and defend the City against any and all legal claims, by and person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

Section 3. The Owner acknowledges that if any part or related development document is filed in violation of this Agreement, or if the Owner commences development of the Property in violation

of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to the annexation at the discretion of the City Council. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner.

If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a municipality to use certain statutory procedures under an annexation plan. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein.

Section 4. Pursuant to Sections 43.035(b)(1)(B) of the Texas Local Government Code, the City is authorized to enforce all of the City's regulations and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries. The City states and specifically reserves its authority pursuant to Chapter 251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

Section 5. The term of the Agreement (the "Term") is fifteen (15) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

The Owner, and all of the Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation before the end of the Term, for annexation of the Property to be completed on or after the end of the Term. Prior to the end of the Term, the City may commence the voluntary annexation of the Property. In connection with annexation pursuant to this section, the Owners hereby waive any vested rights they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the owners may initiate during the time between the expiration of the Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned R1-Single Residential pursuant to the City's Code of Ordinances, pending determination of the property's permanent zoning in accordance with the provisions of applicable law and the City's Code of Ordinances.

Section 7. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address.

City of Taylor
Attn: City Manager
400 Porter Street
Taylor, Texas 76574

Section 8. This Agreement shall run with the Property and be recorded in the real property records of Williamson County, Texas.

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

Section 10. This Agreement may be enforced by any Owner or the City by and proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 11. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 12. Venue for this Agreement shall be in Williamson, County, Texas.

Section 13. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and the same instrument.

Section 14. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Section 3, 4, and 5 herein.

Please attach a copy of your deed in order for this agreement to be in effect.

Entered into this 15 day of July, 2010.

Owner Signature

Printed Name:

ALVIN C. PATSCHKE JR

Alvin C. Patschke Jr

Owner Signature

Printed Name:

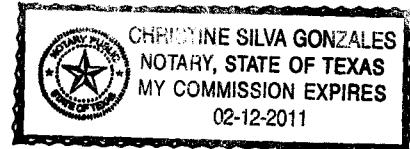
Barbara J. Patschke

BARBARA J. PATSCHKE

Owner Signature

Printed Name:

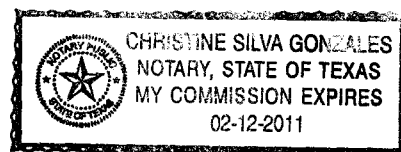
THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }



This instrument was acknowledged before me on the day of July 15, 2010, by Alvin G. Patschke, Jr., Owner.

Christine Silva Gonzales
Notary Public, State of Texas

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }



This instrument was acknowledged before me on the day of July 15, 2010, by Barbara J. Patschke, Owner.

Christine Silva Gonzales
Notary Public, State of Texas

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the day of _____, 2010, by _____, Owner.

Notary Public, State of Texas

Jim Dunaway
City Manager, City of Taylor, Texas

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Jim Dunaway, City Manager, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the City of Taylor, Texas, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ____ day
of _____, 2010.

Notary Public, State of Texas

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code by and between the City of Taylor, Texas, (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel of real property (the "Property") in Williamson, County, Texas, which is more particularly and separately described in the attached Exhibit "A"; and

WHEREAS, the City has begun the process to institute annexation proceedings on all or portions of Owner's Property and will hold public hearings on July 27th and August 12th, 2010;

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors, heirs, and assigns for the term (defined below) of this Agreement; and

WHEREAS, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and

further agrees not to include the Property in a statutory annexation plan for the Term of the Agreement. However, if the Property is annexed pursuant to the terms of this Agreement, then the City shall provide services to the Property pursuant to Chapter 43 of the Texas Local Government Code.

Section 2. The Owner covenants and agrees not to use the Property for any use other than for agriculture, wildlife management, and/or timber land consistent with Chapter 23 of the Texas Tax Code, except for the existing single-family residential use of the property, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson County or the City until the Property has been annexed into, and zoned by, the City.

The Owner covenants and agrees not to construct, or allow to be constructed, any buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's RA - Rural Agricultural zoning requirements apply to the Property, except when inconsistent with this Agreement in which case this Agreement shall apply, and that the Property shall be used only for RA - Rural Agricultural zoning uses that exist on that Property at the time of the execution of this Agreement, unless otherwise provided in this Agreement. However, the Owner may construct an accessory structure to an existing single family dwelling which is reasonable and necessary for the agricultural, wildlife management, and/or timber land purpose, after notification to and approval by the City of such action and in compliance with all applicable City ordinances and codes.

The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severably, to indemnify, hold harmless, and defend the City against any and all legal claims, by and person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

Section 3. The Owner acknowledges that if any part or related development document is filed in violation of this Agreement, or if the Owner commences development of the Property in violation

of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to the annexation at the discretion of the City Council. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner.

If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a municipality to use certain statutory procedures under an annexation plan. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein.

Section 4. Pursuant to Sections 43.035(b)(1)(B) of the Texas Local Government Code, the City is authorized to enforce all of the City's regulations and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries. The City states and specifically reserves its authority pursuant to Chapter 251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

Section 5. The term of the Agreement (the "Term") is fifteen (15) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

The Owner, and all of the Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation before the end of the Term, for annexation of the Property to be completed on or after the end of the Term. Prior to the end of the Term, the City may commence the voluntary annexation of the Property. In connection with annexation pursuant to this section, the Owners hereby waive any vested rights they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the owners may initiate during the time between the expiration of the Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned R1-Single Residential pursuant to the City's Code of Ordinances, pending determination of the property's permanent zoning in accordance with the provisions of applicable law and the City's Code of Ordinances.

Section 7. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address.

City of Taylor
Attn: City Manager
400 Porter Street
Taylor, Texas 76574

Section 8. This Agreement shall run with the Property and be recorded in the real property records of Williamson County, Texas.

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

Section 10. This Agreement may be enforced by any Owner or the City by and proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 11. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 12. Venue for this Agreement shall be in Williamson, County, Texas.

Section 13. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and the same instrument.

Section 14. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Section 3, 4, and 5 herein.

Please attach a copy of your deed in order for this agreement to be in effect.

Entered into this 15 day of July, 2010.

Alvin C. Patschke Jr.
Owner Signature

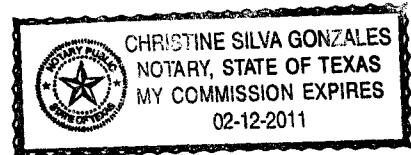
Printed Name: ALVIN C. PATSCHKE JR

Barbara J. Patschke
Owner Signature

Printed Name: BARBARA J. PATSCHKE

Owner Signature
Printed Name: _____

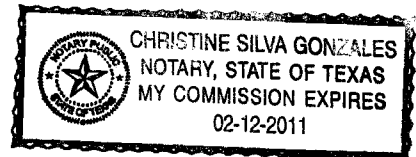
THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }



This instrument was acknowledged before me on the day of July 15, 2010, by Alvin C. Patschke, Jr., Owner.

Christine Silva Gonzales
Notary Public, State of Texas

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }



This instrument was acknowledged before me on the day of July 15, 2010, by Barbara J. Patschke, Owner.

Christine Silva Gonzales
Notary Public, State of Texas

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the day of _____, 2010, by _____, Owner.

Notary Public, State of Texas

Jim Dunaway
City Manager, City of Taylor, Texas

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Jim Dunaway, City Manager, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the City of Taylor, Texas, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ____ day
of _____, 2010.

Notary Public, State of Texas



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00412150059039

PATSCHKE ALVIN

VOLUNTARY DESIGNATION OF HOMESTEAD

WHEN RECORDED MAIL TO:

Jefferson Chase Bank, N.A.
Retail Loan Servicing KY2-1806
P.O. Box 34088 Louisville, KY 40234-0888

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

VOLUNTARY DESIGNATION OF HOMESTEAD

TO BE RECORDED WITH THE COUNTY CLERK OF WILLIAMSON COUNTY

This VOLUNTARY DESIGNATION OF HOMESTEAD is made by ALVIN C PATSCHKE JR and BARBARA J PATSCHKE (whether one or more, "Designator").

Designator hereby designates the following described property ("Property") as the homestead of the Designator: TRACT 1: ALL THAT CERTAIN TRACT OR PARCEL OF LAND, LYING AND BEING SITUATED IN WILLIAMSON COUNTY, TEXAS, BEING OUT OF AND A PART OF A CERTAIN TRACT OF 202.2 ACRES OF LAND ON THE JAMES C EAVES SURVEY IN WILLIAMSON COUNTY, TEXAS, HERETOFORE CONVEYED TO WILLIE H RAESZ, BY HENRY J LINDQUIST, ET AL BY DEED DATED FEB. 7TH 1966 AND RECORDED IN VOL 486, PAGE 372 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS; THE TRACT OF LAND HEREIN CONVEYED BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO WIT: BEGINNING AT AN IRON BAR FOUND IN THE NORTH LINE OF A 40 FOOT COUNTY ROAD, THE SOUTH LINE OF THE OF THE BEFORE MENTIONED 202.2 ACRE TRACT, THE SOUTHWEST CORNER OF THE ALVIN PATSCHKE JR 5.000 ACRE TRACT DESCRIBED IN A DEED OF TRUST IN VOL 176 PAGE 470, TRUST RECORDS OF WILLIAMSON COUNTY, TEXAS, FOR THE SOUTHEAST CORNER OF THIS TRACT, FROM WHICH THE SOUTHEAST CORNER OF THE BEFORE MENTIONED 202.2 ACRE TRACT BEARS N 71 DEG 19' 00" E 480.80 FEET, THENCE WITH THE NORTH LINE OF THE SAID 40 FOOT COUNTY ROAD, THE SOUTH LINE OF THE BEFORE MENTIONED 202.2 ACRE TRACT, S 71 DEG 19' 00" W, 418.21 FEET TO AN IRON ROD SET AT A FENCE CORNER FOR THE SOUTHWEST CORNER OF THIS TRACT, THENCE N 3 DEG 32' 45" W, 486.76 FEET TO AN IRON ROD SET AT A FENCE CORNER FOR AN ANGLE CORNER OF THIS TRACT, THENCE N 23 DEG 48' 24" W, 402.70 FEET TO AN IRON ROD SET AT A FENCE CORNER FOR THE NORTHWEST CORNER OF THIS TRACT, THENCE S 61 DEG 38' 40" E, 481.57 FEET TO AN IRON ROD FOUND AT THE NORTHWEST CORNER OF THE BEFORE MENTIONED ALVIN PATSCHKE 5.000 ACRE TRACT, THENCE WITH THE WEST LINE OF THE SAID PATSCHKE 5.000 ACRE TRACT, S 20 DEG 30' 00" E, 512.20 FEET TO THE POINT OF BEGINNING, CONTAINING 5.101 ACRES OF LAND. TRACT 2: ALL THAT CERTAIN TRACT OR PARCEL OF LAND, LYING AND BEING SITUATED IN WILLIAMSON COUNTY, TEXAS, BEING OUT OF AND A PART OF A CERTAIN TRACT OF 202.2 ACRES OF LAND ON THE JAMES C EAVES SURVEY IN WILLIAMSON COUNTY, TEXAS, HERETOFORE CONVEYED TO WILLIE H RAESZ, BY HENRY J LINDQUIST, ET AL BY DEED DATED FEB. 7TH 1966 AND RECORDED IN VOL 486, PAGE 372 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS; THE TRACT OF LAND HEREIN CONVEYED BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO WIT: BEGINNING AT AN IRON PIPE IN THE NORTH LINE OF A 40 FOOT COUNTY ROAD FROM WHICH AN IRON PIN MARKING THE SOUTHEAST CORNER OF THE BEFORE MENTIONED 202.2 ACRE TRACT BEARS S 71 DEG 19' E, 61.88 FEET; THENCE FOLLOWING THE NORTH LINE OF SAID 40 FOOT COUNTY ROAD, S 71 DEG 19' W, 418.74 FEET TO AN IRON BAR SET FOR THE SOUTHWEST CORNER OF THIS TRACT; THENCE N 20 DEG 30' W 512.20 FEET TO AN IRON ROD FOR THE NORTHWEST CORNER OF THIS TRACT; THENCE N 71 DEG 19' E, 432.15 FEET TO SET AN IRON ROD FOR THE NORTHEAST CORNER OF THIS TRACT; THENCE S 18 DEG 00' E, 511.96 FEET TO THE POINT OF BEGINNING AND CONTAINING 5.00 ACRES OF LAND.

Designator hereby certifies that the names of the current record title holders of the Property are ALVIN C PATSCHKE JR and BARBARA J PATSCHKE.

Designator hereby certifies that the Property contains 5.00 acre(s), according to the survey of the Property.

EACH UNDERSIGNED DESIGNATOR ACKNOWLEDGES HAVING READ ALL OF THE PROVISIONS OF THIS VOLUNTARY DESIGNATION OF HOMESTEAD, AND HAVING RECEIVED A COPY OF THIS VOLUNTARY DESIGNATION OF HOMESTEAD. THIS VOLUNTARY DESIGNATION OF HOMESTEAD IS DATED AUGUST 18, 2006.

DESIGNATOR:

Alvin C PatSchke Jr
ALVIN C PATSCHKE JR, Individually

Barbara J PatSchke
BARBARA J PATSCHKE, Individually

INDIVIDUAL ACKNOWLEDGMENT

STATE OF TX
COUNTY OF Williamson

This instrument was acknowledged before me on

August 18th, 2006, by ALVIN C PATSCHKE JR.



Kelly Marie Herrick
Notary Public, State of Texas

VOLUNTARY DESIGNATION OF HOMESTEAD
(Continued)

Page 2

Log No.: 12150058039

INDIVIDUAL ACKNOWLEDGMENT

STATE OF

TX

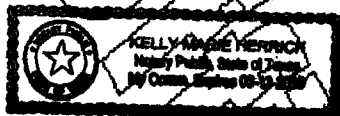
1

COUNTY OF

Williamson

185

1

This instrument was acknowledged before me on August 18th, 2006 by BARBARA J PATSCHKE.Kelly Marie Herwick
Notary Public, State of Texas

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS 2006078813

Nancy E. Rister

08/11/2006 04:13 PM

CAMILLO \$20.00

NANCY E. RISTER, COUNTY CLERK

WILLIAMSON COUNTY, TEXAS

HOMESTEAD LIEN CONTRACT AND DEED OF TRUST

Page 6

Loan No: 412150059039

(Continued)

OWNER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS HOMESTEAD LIEN CONTRACT, AND OWNER AGREES TO ITS TERMS. OWNER ALSO ACKNOWLEDGES OWNER RECEIVED A COPY OF THE DISCLOSURES REQUIRED BY SECTION 50(g), ARTICLE XVI, TEXAS CONSTITUTION, AT LEAST 12 DAYS PRIOR TO THE DATE OF THIS HOMESTEAD LIEN CONTRACT AND THE REQUIRED STATEMENT OF CLOSING COSTS AND CHARGES AT LEAST ONE BUSINESS DAY BEFORE THE DATE OF THIS HOMESTEAD LIEN CONTRACT. OWNER ACKNOWLEDGES THAT ALL BLANKS IN THIS HOMESTEAD LIEN CONTRACT WERE FILLED IN PRIOR TO SIGNING.

DO NOT SIGN THIS HOMESTEAD LIEN CONTRACT IF ANY STATEMENT IN IT, INCLUDING THE ONE ABOVE THIS ONE, IS INCORRECT OR UNTRUE.

OWNER:

Alvin C. Patschke Jr.
ALVIN C PATSCHKE JR, Individually

X Barbara J. Patschke
BARBARA J PATSCHKE, Individually

INDIVIDUAL ACKNOWLEDGMENT

STATE OF TX)
COUNTY OF Williamson) SS
)

This instrument was acknowledged before me on August 18th, 2006 by ALVIN C PATSCHKE JR.



Kelly Marie Herrick
Notary Public, State of Texas

INDIVIDUAL ACKNOWLEDGMENT

STATE OF TX)
COUNTY OF Williamson) SS
)

This instrument was acknowledged before me on Aug 18th, 2006 by BARBARA J PATSCHKE.



Kelly Marie Herrick
Notary Public, State of Texas

LARSEN PRO Lending, Inc. © 1999-2006. Copy: Notary Public Seal. Notary: Kelly Marie Herrick, State of Texas. My Comm. Expires 03-13-2010.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2006070814
Nancy E. Rister
08/11/2006 04:13 PM
CARRILLO \$35.00
NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

DT

2006070814

5 PGS

4550222+1

00412150059039

PATSCHKE, ALVIN
DEED OF TRUST / MORTGAGE

WHEN RECORDED MAIL TO:

JP Morgan Chase Bank, N.A.
Retail Loan Servicing KY2-1606
P.O. Box 1460870 E Main
Louisville, KY 40206-1606
07-2002

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

HOMESTEAD LIEN CONTRACT AND DEED OF TRUST

THE EXTENSION OF CREDIT EVIDENCED BY THIS HOMESTEAD LIEN CONTRACT AND DEED OF TRUST IS THE TYPE OF CREDIT DEFINED BY SECTIONS 50(a)(6) AND 50(i), ARTICLE XVI, TEXAS CONSTITUTION.

THIS HOMESTEAD LIEN CONTRACT AND DEED OF TRUST dated August 18, 2006, is made and executed between ALVIN C PATSCHKE JR, whose address is 601 COUNTY ROAD 369, TAYLOR, TX 76574-5041 and BARBARA J PATSCHKE, whose address is 601 COUNTY ROAD 369, TAYLOR, TX 76574-5041 (referred to below as "Owner") and JPMorgan Chase Bank, N.A., whose address is 1111 Polaris Parkway, Columbus, OH 43240 (referred to below as "Lender").

GRANT OF LIEN. For valuable consideration, Owner grants a lien under Section 50(a)(6), Article XVI, Texas Constitution in and to the following described real property, together with all improvements, all proceeds (including without limitation premium refunds) of each policy of insurance relating to any of the improvements, of the Real Property, and all easements, rights of way, and appurtenances; all water and water rights; and all other rights, royalties, and profits relating to (the "Real Property") located in WILLIAMSON County, State of Texas:

TAX IDS : R-14-0213-0006 R-14-0213-0106

TRACT 1: ALL THAT CERTAIN TRACT OR PARCEL OF LAND, LYING AND BEING SITUATED IN WILLIAMSON COUNTY, TEXAS, BEING OUT OF AND A PART OF A CERTAIN TRACT OF 202.2 ACRES OF LAND ON THE JAMES C EAVES SURVEY IN WILLIAMSON COUNTY, TEXAS, HERETOFORE CONVEYED TO WILLIE H RAESZ, BY HENRY J LINDQUIST, ET AL BY DEED DATED FEB. 7TH 1966 AND RECORDED IN VOL 485, PAGE 372 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS; THE TRACT OF LAND HEREIN CONVEYED BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO WIT: BEGINNING AT AN IRON BAR FOUND IN THE NORTH LINE OF A 40 FOOT COUNTY ROAD, THE SOUTH LINE OF THE OF THE BEFORE MENTIONED 202.2 ACRE TRACT, THE SOUTHWEST CORNER OF THE ALVIN PATSCHKE JR 5.000 ACRE TRACT DESCRIBED IN A DEED OF TRUST IN VOL 175 PAGE 470, TRUST RECORDS OF WILLIAMSON COUNTY, TEXAS, FOR THE SOUTHEAST CORNER OF THIS TRACT, FROM WHICH THE SOUTHEAST CORNER OF THE BEFORE MENTIONED 202.2 ACRE TRACT BEARS N 71 DEG 19' 00" E 480.60 FEET. THENCE WITH THE NORTH LINE OF THE SAID 40 FOOT COUNTY ROAD, THE SOUTH LINE OF THE BEFORE MENTIONED 202.2 ACRE TRACT, S 71 DEG 19' 00" W, 418.21 FEET TO AN IRON ROD SET AT A FENCE CORNER FOR THE SOUTHWEST CORNER OF THIS TRACT. THENCE N 3 DEG 32' 45" W, 484.76 FEET TO AN IRON ROD SET AT A FENCE CORNER FOR AN ANGLE CORNER OF THIS TRACT. THENCE N 23 DEG 48' 24" W, 402.70 FEET TO AN IRON ROD SET AT A FENCE CORNER FOR THE NORTHWEST CORNER OF THIS TRACT. THENCE S 61 DEG 38' 40" E, 461.57 FEET TO AN IRON ROD FOUND AT THE NORTHWEST CORNER OF THE BEFORE MENTIONED ALVIN PATSCHKE 5.000 ACRE TRACT. THENCE WITH THE WEST LINE OF THE SAID PATSCHKE 5.000 ACRE TRACT, S 20 DEG 30' 00" E, 512.20 FEET TO THE POINT OF BEGINNING, CONTAINING 5.101 ACRES OF LAND. TRACT 2: ALL THAT CERTAIN TRACT OR PARCEL OF LAND, LYING AND BEING SITUATED IN WILLIAMSON COUNTY, TEXAS, BEING OUT OF AND A PART OF A CERTAIN TRACT OF 202.2 ACRES OF LAND ON THE JAMES C EAVES SURVEY IN WILLIAMSON COUNTY, TEXAS, HERETOFORE CONVEYED TO WILLIE H RAESZ, BY HENRY J LINDQUIST, ET AL BY DEED DATED FEB. 7TH 1966 AND RECORDED IN VOL 485, PAGE 372 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS; THE TRACT OF LAND HEREIN CONVEYED BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO WIT: BEGINNING AT AN IRON PIPE IN THE NORTH LINE OF A 40 FOOT COUNTY ROAD FROM WHICH AN IRON PIN MARKING THE SOUTHEAST CORNER OF THE BEFORE MENTIONED 202.2 ACRE TRACT BEARS S 71 DEG 19' E, 61.68 FEET; THENCE FOLLOWING THE NORTH LINE OF SAID 40 FOOT COUNTY ROAD, S 71 DEG 19' W, 418.74 FEET TO AN IRON BAR SET FOR THE SOUTHWEST CORNER OF THIS TRACT; THENCE N 20 DEG 30' W 512.20 FEET TO AN IRON ROD FOR THE NORTHWEST CORNER OF THIS TRACT; THENCE N 71 DEG 19' E, 432.15 FEET TO SET AN IRON ROD FOR THE NORTHEAST CORNER OF THIS TRACT; THENCE S 18 DEG 00' E, 511.95 FEET TO THE POINT OF BEGINNING AND CONTAINING 5.00 ACRES OF LAND.

The Real Property or its address is commonly known as 601 COUNTY ROAD 369, TAYLOR, TX 76574-5041. The Real Property tax identification number is R-14-0213-0006 R-14-0213-0106.

To the extent permitted by applicable law, Owner conveys the Real Property to Trustee in trust for the benefit of Lender as hereinafter set forth.

THIS HOMESTEAD LIEN CONTRACT AND DEED OF TRUST IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF EACH OF OWNER'S AGREEMENTS AND OBLIGATIONS UNDER THE CREDIT AGREEMENT, THE RELATED DOCUMENTS, AND THIS HOMESTEAD LIEN CONTRACT AND DEED OF TRUST. THIS HOMESTEAD LIEN CONTRACT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

REVOLVING HOME EQUITY LINE OF CREDIT. This Homestead Lien Contract secures a revolving home equity line of credit, which obligates Lender to make advances to Borrower so long as Borrower complies with all the terms of the Credit Agreement. It is the intention of Borrower and Lender that this Homestead Lien Contract secures the balance outstanding under the Credit Agreement from time to time, from zero up to the Credit Limit as provided in the Credit Agreement and any intermediate balances to the extent allowed by applicable law.

HOMESTEAD PROPERTY. Owner represents to Lender that the Property is Owner's homestead. If a part of the Property is not now, or at any

HOMESTEAD LIEN CONTRACT AND DEED OF TRUST

Page 2

Loan No: A12150059039

(Continued)

time in the future is determined not to be Owner's homestead, Lender hereby disclaims any lien on such non-homestead property, it being Lender's intention to obtain a lien, as provided for by Section 50(a) (8), Article XVI, Texas Constitution, in Owner's homestead property only. If the Property, in whole, is determined not to be Owner's homestead, this lien shall be governed by other applicable Texas law.

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Homestead Lien Contract, Owner shall pay to Lender all amounts secured by this Homestead Lien Contract as they become due and shall strictly perform all of Owner's obligations under this Homestead Lien Contract.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Owner agrees that Owner's possession and use of the Property shall be governed by the following provisions:

Duty to Maintain. Owner shall maintain the Property in good condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Nuisance, Waste. Owner shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Owner will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent. This restriction will not apply to rights and easements (such as gas and oil) not owned by Owner and of which Owner has informed Lender in writing prior to Owner's signing of this Homestead Lien Contract.

Removal of Improvements. Owner shall not demolish or remove any improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any improvements, Lender may require Owner to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Owner's compliance with the terms and conditions of this Homestead Lien Contract. Inspections are for the benefit of Lender and not Owner.

Compliance with Governmental Requirements. Owner shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Owner may contest in good faith any such law, ordinance, or regulation, and without compliance during any proceeding, including appropriate appeals, so long as Owner has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Owner to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Owner agrees neither to abandon nor leave unattended the Property. Owner shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Homestead Lien Contract upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Texas law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Homestead Lien Contract:

Payment. Owner shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Owner shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Homestead Lien Contract, except for the lien of taxes and assessments not due and except as otherwise provided in this Homestead Lien Contract.

Right to Contest. Owner may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Owner shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Owner has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and permissible fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Owner shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Owner shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Owner shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Owner shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialman's lien, or other lien could be asserted on account of the work, services, or materials. Owner will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Owner can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Homestead Lien Contract:

Maintenance of Insurance. Owner at Lender's request shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgage clause in favor of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Owner shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Owner or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Owner agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Owner shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Owner fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at its election, apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or to the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Owner shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditures, pay or reimburse Owner from the proceeds for the reasonable cost of repair or restoration if Owner is not in default hereunder. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amounts owing to Lender under this Homestead Lien Contract, then to prepay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Owner.

LENDER'S EXPENDITURES. If Owner fails (A) to keep the Property free of all taxes, liens, security interests, encumbrances, and other claims (B) to provide any required insurance on the Property, or (C) to make repairs to the Property then Lender may do so. If any action or proceeding is commenced that would materially affect Lender's interests in the Property, then Lender on Owner's behalf may, but is not required to, take any action that Lender believes to be appropriate to protect Lender's interests. To the extent permitted by applicable law, all expenses paid by Lender for such purposes will then bear interest at the rate charged under the Credit Agreement from the date paid by Lender to the date of repayment by Owner. To the extent permitted by applicable law, all such expenses will become a part of the indebtedness and, at Lender's option, will be payable on demand. The Property also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of any default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

HOMESTEAD LIEN CONTRACT AND DEED OF TRUST

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WARRANTY-DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Homestead Lien Contract:

Title. Owner warrants that: (a) Owner holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Homestead Lien Contract; and (b) Owner has the full right, power, and authority to execute and deliver this Homestead Lien Contract to Lender.

Defense of Title. Subject to the exception in the paragraph above, Owner warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Owner's title or the interest of Lender under this Homestead Lien Contract, Owner shall defend the action at Owner's expense. Owner may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Owner will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance with Laws. Owner warrants that the Property and Owner's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

CONDEMNATION, JUDGMENTS AND AWARDS. The following provisions relating to condemnation proceedings, judgments, decrees and awards for injury to the Property are a part of this Homestead Lien Contract:

Application of Net Proceeds. To the extent permitted by applicable law, all judgments, decrees and awards for injury or damage to the Property, or any part of the Property, and awards pursuant to proceedings for condemnation of the Property, are hereby absolutely assigned to Lender, and if all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the indebtedness or the repair or restoration of the Property. The net proceeds of the award, judgment or decree shall mean the award after payment of all reasonable costs, expenses, and attorney's fees incurred by Lender in connection with the condemnation.

Proceedings. If any proceeding in condemnation is filed, Owner shall promptly notify Lender in writing, and Owner shall promptly take such steps as may be necessary to defend the action and obtain the award. Owner may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Owner will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Homestead Lien Contract:

Current Taxes, Fees and Charges. Upon request by Lender, Owner shall execute such documents in addition to this Homestead Lien Contract and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. To the extent permitted by applicable law, Owner shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Homestead Lien Contract, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Homestead Lien Contract.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Homestead Lien Contract or upon all or any part of the indebtedness secured by this Homestead Lien Contract; (2) a specific tax on Owner which Owner is authorized or required to deduct from payments on the indebtedness secured by this type of Homestead Lien Contract; (3) a tax on this type of Homestead Lien Contract chargeable against the Lender or the holder of the Credit Agreement; and (4) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Owner.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Homestead Lien Contract, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Owner either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Homestead Lien Contract:

Further Assurances. At any time, and from time to time, upon request of Lender, Owner will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refilled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Owner's obligations under the Credit Agreement, this Homestead Lien Contract, and the Related Documents, and (2) the liens created by this Homestead Lien Contract as first and prior liens on the Property, whether now owned or hereafter acquired by Owner. Unless prohibited by law or Lender agrees to the contrary in writing, Owner shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. To the extent permitted by applicable law, if Owner fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Owner and at Owner's expense. For such purposes, Owner hereby irrevocably appoints Lender as Owner's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Owner pays all the indebtedness, including without limitation all future advances, when due, terminates the credit line account, and otherwise performs all the obligations imposed upon Owner under this Homestead Lien Contract, Lender shall execute and deliver to Owner a suitable satisfaction of this Homestead Lien Contract. Owner will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

EVENTS OF DEFAULT. At Lender's option, Owner will be in default under this Homestead Lien Contract in any of the following happen:

(A) Owner commits fraud or makes a material misrepresentation at any time in connection with the Credit Agreement. This can include, for example, a false statement about Owner's income, assets, liabilities, or any other aspects of Owner's financial condition.

(B) Owner does not meet the repayment terms of the Credit Agreement.

(C) Owner's action or inaction adversely affects the collateral or Lender's rights in the collateral. This can include, for example, failure to maintain required insurance, waste or destructive use of the dwelling, failure to pay taxes, death of all persons liable on the account, transfer of title or sale of the dwelling, creation of a senior lien on the dwelling without Lender's permission, foreclosure by the holder of another lien, or the use of funds or the dwelling for prohibited purposes.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right, at its option and after giving required notice of default and after Owner's failure to cure the default during any required cure period, declare the entire indebtedness immediately due and payable.

Foreclosure By Court Order Only. Lender may foreclose the lien granted in this Homestead Lien Contract by a court order pursuant to rules of civil procedure promulgated by the Texas Supreme Court for expedited foreclosure proceedings or pursuant to any other judicial process available to Lender. In the event that the rules adopted by the Texas Supreme Court permit issuance of a court order permitting exercise of a power of sale conferred by a contract pursuant to Section 51.002 of the Texas Property Code, then this Homestead Lien Contract may be foreclosed by power of sale and Trustee shall have a power of sale pursuant to all the terms and conditions of Section 51.002 of the Texas Property Code as it may be amended from time to time, together with such other rights and remedies as may be granted to Trustee from time to time in connection with extensions of credit made pursuant to the authority of Sections 50(a)(4) or 50(b), Article XVI, Texas Constitution. Lender may appoint in writing a substitute or successor Trustee, succeeding to all rights and responsibilities of Trustee. If an Event of Default occurs, and after court order, Trustee is requested by Lender to foreclose this lien, Trustee shall (1) either personally or by agent, give notice of the foreclosure sale as required by the Texas Property Code as then amended, (2) sell and convey all or part of the Property to the highest bidder for cash with a general warranty deed binding Owner, subject to prior liens and to other objection to conveyance and warranty, and (3) from the proceeds of the sale, pay in order: (a) expenses of foreclosure; (b) to Lender the full amount of principal, interest and other permitted charges; (c) any amounts required by law to be paid before payments to Owner; and (d) to Owner any balance.

No Deficiency Judgment. Lender shall not obtain a judgment for any deficiency remaining in the indebtedness due to Lender after

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application of all amounts received from the exercise of the rights provided in this Rights and Remedies on Default section unless the indebtedness was obtained by Owner by actual fraud.

Other Remedies. Lender shall have all other rights and remedies provided in this Homestead Lien Contract or the Credit Agreement or available at law or in equity.

Cure Notice. Any notice of non-compliance with Sections 50(a)(6) and 50(t), Article XVI, Texas Constitution or other provisions of this Homestead Lien Contract and related loan documents to Lender or the holder of this Homestead Lien Contract must be in writing, mailed postage prepaid by first class mail to:

P.O. Box 901008
Fort Worth, TX 76101-2008

or to a different address if Owner is given notice pursuant to this Homestead Lien Contract of that different address. Owner understands that the loan is being made on the condition that Lender shall have a reasonable time to comply with any of the provisions of the Texas Constitution applicable to extensions of credit as defined by Sections 50(a)(6) and 50(t), Article XVI of the Texas Constitution. As a precondition to taking any action premised on the failure of Lender to comply, Owner will advise Lender or other holder of this Homestead Lien Contract of the non-compliance by a notice given as required by this paragraph and will give Lender or other holder of this Homestead Lien Contract a reasonable time to comply. Owner will cooperate in reasonable efforts to effectuate any compliance. Lender or other holder shall not be liable for forfeiture of principal and interest in connection with the extension of credit represented by the Agreement until Lender or other holder has received said notice, has had reasonable time to comply, Lender or other holder has failed to comply and Owner has cooperated in all reasonable efforts to effectuate compliance. The time periods and cure processes provided in this paragraph are governed by and are to be interpreted in accordance with the provisions of Sections 50(a)(6) and 50(t), Article XVI of the Texas Constitution and any amendments, statutes, regulations and official interpretations pertaining thereto.

Election of Remedies. All of Lender's rights and remedies will be cumulative and may be exercised alone or together. An election by Lender to choose any one remedy will not bar Lender from using any other remedy. If Lender decides to spend money or to perform any of Owner's obligations under this Homestead Lien Contract, after Owner's failure to do so, that decision by Lender will not affect Lender's right to declare Owner in default and to exercise Lender's remedies.

Expenses. To the extent not prohibited by applicable law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights, shall become a part of the extension of credit payable on demand, and shall bear interest at the Credit Agreement rate from the date of expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's expenses for bankruptcy proceedings (including efforts to modify or vacate the automatic stay or injunction) and appeals, to the extent permitted by applicable law.

NOTICES. Any other notice required to be given under this Homestead Lien Contract shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addressee shown near the beginning of this Homestead Lien Contract. Any person may change his or her address for notices under this Homestead Lien Contract by giving formal written notice to the other person or persons, specifying that the purpose of the notice is to change the person's address. For notice purposes, Owner agrees to keep Lender informed at all times of Owner's current address. Unless otherwise provided or required by law, if there is more than one Owner, any notice given by Lender to any Owner is deemed to be notice given to all Owners. It will be Owner's responsibility to tell the others of the notice from Lender. Notwithstanding the foregoing, the address for notice for Lender is: JPMorgan Chase Bank, N.A., P.O. Box 901008, Fort Worth, TX 76101-2008.

IDENTITY OF LENDER. Lender is JPMorgan Chase Bank, N.A., a national banking association organized and existing under the laws of the United States of America, with its main offices located in Columbus, Ohio.

SUPPLEMENT TO EXPENDITURES BY LENDER. To the extent permitted by applicable law, any amount that Lender expends under the terms of the Lender's Expenditures paragraph will bear interest at the rate provided for in the Credit Agreement from the date incurred or paid by Lender to the date of repayment by Grantor. To the extent permitted by applicable law all such expenses, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the Credit Agreement and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy, or (ii) the remaining term of the Credit Agreement, or (c) be treated as a balloon payment which will be due and payable at the Credit Agreement's maturity. This Homestead Lien Contract also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by lender shall not be construed as curing the default so as to bar lender from any remedy that it otherwise would have had.

NON-WAIVER. A waiver by any party of a breach of a provision of this Homestead Lien Contract shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision.

INFORMATION SHARING. Our privacy policy, which has been provided to you describes our information sharing practices and gives directions on how to opt out, or direct us to limit the sharing of Personal Information (as defined in the privacy policy) about you with other companies or organizations. You hereby agree that, if you choose not to exercise the opt out described in the privacy policy, you will be deemed to have authorized us to share any Personal Information about you (including information related to any of the products or services you may have with any JPMorgan Chase & Co. affiliates) with other companies or other organizations.

SUPPLEMENT TO PERSONAL PROPERTY DEFINITION. It is the intention of Lender only to take a security interest in and retain a lien on that personal property considered fixtures under the Uniform Commercial Code as adopted in the jurisdiction where this Homestead Lien Contract is filed of record as same may be amended from time to time or such other statute of such jurisdiction that defines property affixed to real estate and no other personal property.

SUPPLEMENT TO NO DEFICIENCY JUDGMENT. If not prohibited by Section 50(a)(6), Article XVI, Texas Constitution, the section referred to as "No Deficiency Judgment" shall not impair in any way the lien of the Homestead Lien Contract or the right of Lender to collect all sums due under the Credit Agreement and this Homestead Lien Contract or prejudice the right of Lender as to any covenants or conditions of the Credit Agreement or this Homestead Lien Contract.

SUPPLEMENT TO ASSOCIATION OF UNIT OWNERS. If the section titled Association of Unit Owners appears in this Homestead Lien Contract, the grant of the power of attorney by Owner to Lender is made only to the extent permitted by applicable law.

LIMITATION ON PERSONAL LIABILITY. The provisions of this Homestead Lien Contract are subject to the limitations on personal liability found in the Texas Constitution. This means that unless the indebtedness is obtained by actual fraud, no signatory of this Homestead Lien Contract or the spouse of any signatory is personally liable for the payment of any sums required by the terms of this Homestead Lien Contract or the performance of any of its terms. In the event of default under the provisions of this Homestead Lien Contract, the remedy of Lender in the absence of actual fraud is to enforce its rights solely against the Property and not personally against any owner. If the Property or the spouse of any owner of the Property. If the extension of credit is obtained by actual fraud, the signers of this Homestead Lien Contract may be personally liable for the payment of the sums due under it or performance of its terms. This means the Lender could obtain a judgment against the signers requiring them to pay the difference between the amount the Property is sold for at foreclosure and the outstanding, unpaid amount of the indebtedness.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Homestead Lien Contract upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Texas law.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Homestead Lien Contract:

Amendments. What is written in this Homestead Lien Contract and in the Related Documents is Owner's entire agreement with Lender concerning the matters covered by this Homestead Lien Contract. To be effective, any change or amendment to this Homestead Lien Contract must be in writing and must be signed by whoever will be bound or obligated by the change or amendment.

Governing Law. This agreement will be governed by and interpreted in accordance with federal law and the laws of the State of Texas except for matters related to: (1) interest and the exportation of interest, which will be governed by and interpreted in accordance with federal law (including, but not limited to, statutes, regulations, interpretations, and opinions) and the laws of the State of Ohio; and (2) the

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validity and enforcement of Lender's security interest in the Property, which will be governed by the laws of the State where the Property is located. However, if there ever is a question about whether any provision of the agreement is valid or enforceable, the provision that is questioned will be governed by whichever of the governing state or federal laws that would find the provision to be valid and enforceable. The loan transaction which is evidenced by this and other related documents has been approved, made and handed, and all necessary documents have been accepted by Lender in the State of Ohio.

Captain Homestead Caption headings in this Homestead Lien Contract are for convenience purposes only and are not to be used to interpret or define the provisions of the Homestead Lien Contract.

Joint and Several Liability. All obligations of Owner under this Homestead Lien Contract shall be joint and several, and all references to Owner shall mean each and every Owner. This means that each Owner signing below is responsible for all obligations in this Homestead Lien Contract.

Merge. They shall be merged of the interest or estate created by this Homestead Lien Contract with any other interest or estate in the Property as they may be by or for the benefit of Lender in any capacity, without the written consent of Lender.

No Waiver by Lender. Lender understands Lender will not give up any of Lender's rights under this Homestead Lien Contract unless Lender does so in writing. The fact that Lender does or omits to exercise any right will not mean that Lender has given up that right. If Lender does agree in writing to give up any of Lender's rights, that does not mean Owner will not have to comply with the other provisions of this Homestead Lien Contract. Owner also understands that if Lender does consent to a request, that does not mean that Owner will not have to get Lender's consent again if the situation happens again. Owner further understands that just because Lender consents to one or more of Owner's requests, that does not mean Lender will be required to consent to any of Owner's future requests. Owner waives presentment, demand for payment, protest, notice of dishonor, notice of intent to accelerate, and notice of acceleration.

Setback Clause. It is agreed that notwithstanding any provision of this Homestead Lien Contract to the contrary, in no event shall this Homestead Lien Contract require or permit any action which would be prohibited by Sections 601a(6) and 601b, Art. XVI, Texas Constitution, and all provisions of this Homestead Lien Contract shall be modified to comply fully with Sections 601a(6) and 601b, Article XVI, Texas Constitution. In addition, this section means (among other things), that Owner does not agree or intend to pay, and Lender does not agree or intend to collect for, change, collect, take, receive or receive (collectively referred to herein as "change or collect") any amount in the nature of a fee or charge by the Indebtedness which would in any way or event (including origination, evaluation, maintenance, recalculation, servicing or servicing of the extension of credit represented by the Indebtedness) cause Lender to change or collect more for the extension of credit than the maximum Lender would be permitted to charge or collect by the laws of the State of Texas as same now exist or may hereafter be interpreted and modified herein but only to the extent that such modification does not cause Lender to take any action that would violate the provisions of Sections 601a(6) and 601b, Article XVI, Texas Constitution. To the extent interest is excluded from the coverage of such provisions of Sections 601a(6) and 601b, Article XVI, Texas Constitution, interest is excluded from the coverage of this provision. Correction or cure of any such express or implied unauthorized fee or charge shall be as provided in Sections 601a(6) and 601b, Article XVI, Texas Constitution and any amendments, statutes, regulations, and official interpretations relating thereto. To the extent permitted, Owner agrees that any such action, if any, shall be applied to reduce the same due and owing by Owner under the terms of this Homestead Lien Contract, and when the entire owed Lender under this Homestead Lien Contract have been paid in full, returned to Owner. Owner and Lender agree that any change or other action deemed to be unauthorized is inadvertent since it is the intent of both Owner and Lender in entering into the transaction represented by the Indebtedness, that the Homestead Lien Contract and the Related Documents comply strictly with all requirements pertaining to the extension of credit defined by Sections 601a(6) and 601b, Texas Constitution. If from any circumstance whatsoever, any primary payment, obligation, provision or action set forth in this Homestead Lien Contract, the Credit Agreement, the Related Documents or any other documents related to the extension of credit exceeds the provisions and requirements for this extension of credit, as provided herein by the terms of the paragraph and only to the extent that such modification does not transcend the limits of said provisions, then such promise, payment, obligation, provision or action wherever found shall be reduced to the extent necessary to comply with all requirements of the Texas Constitution and such amendments, statutes, regulations, and official interpretations as may be necessary without such modification violating the requirements applicable to this extension of credit or eliminated if necessary for compliance with same and such document shall be automatically reformed to the fullest extent possible without the necessity of the exclusion of any new presentment or new document, and to the extent same cannot be accomplished by such automatic reformation, the parties agree to cooperate in such case and reformation as otherwise provided herein. This provision shall govern any conflicting or apparently conflicting terms of the Homestead Lien Contract, the Credit Agreement, the Related Documents and any other document related to the Indebtedness and the extension of credit.

Severability. If a court finds that any provision of this Homestead Lien Contract is not valid or should not be enforced, that fact by itself will not mean that the rest of this Homestead Lien Contract will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Homestead Lien Contract even if a provision of this Homestead Lien Contract may be found to be invalid or unenforceable.

Successors and Assigns. Subject to any limitations stated in the Homestead Lien Contract on transfer of Owner's interest, this Homestead Lien Contract shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Owner, Lender, without notice to Owner, may deal with Owner's successors with reference to this Homestead Lien Contract and the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of the Homestead Lien Contract.

DEFINITIONS. The following words shall have the following meanings when used in this Homestead Lien Contract:

Borrower. The word "Borrower" means ALVIN C PATSCHKE JR and BARBARA J PATSCHKE and all other persons and entities signing the Credit Agreement.

Credit Agreement. The words "Credit Agreement" mean the note or credit agreement dated August 18, 2006, in the principal amount of \$67,000.00 from ALVIN C PATSCHKE JR and BARBARA J PATSCHKE to Lender, together with all renewals of, extensions of, modifications of, refinances of, consolidations of and substitutions for the note or credit agreement.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Homestead Lien Contract in the default section of this Homestead Lien Contract.

Homestead Lien Contract. The words "Homestead Lien Contract" mean this Homestead Lien Contract and Deed of Trust between Owner and Lender.

Improvements. The word "Improvements" means all existing and future improvements, fixtures, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Credit Agreement or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Credit Agreement or Related Documents and any amounts expended or advanced by Lender to discharge Owner's obligations or expenses incurred by Lender to enforce Owner's obligations under this Homestead Lien Contract, together with attorneys' fees and costs as provided in this Homestead Lien Contract. In addition, and without limitation, the term "Indebtedness" includes all amounts loaned in the Revolving Line of Credit and Future Advances paragraphs as contained in one or more of the Related Documents.

Lender. The word "Lender" means JPMorgan Chase Bank, N.A., its successors and assigns. The words "successors or assigns" mean any person or company that acquires any interest in the Credit Agreement.

Owner. The word "Owner" means ALVIN C PATSCHKE JR and BARBARA J PATSCHKE. The words "Owner" and Borrower are used interchangeably.

Property. The word "Property" means collectively the Real Property and the Improvements. Notwithstanding language in any other agreement with Lender by Owner, the Indebtedness is secured by the Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Homestead Lien Contract.

Related Documents. The words "Related Documents" mean all promissory notes, loan agreements, environmental agreements, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Trustee. The word "Trustee" means James L. Robertson, whose address is 10333 West Loop, Suite 550, Houston, TX 77042 and any substitute or successor trustees.

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code by and between the City of Taylor, Texas, (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel of real property (the "Property") in Williamson, County, Texas, which is more particularly and separately described in the attached Exhibit "A"; and

WHEREAS, the City has begun the process to institute annexation proceedings on all or portions of Owner's Property and will hold public hearings on July 27th and August 12th, 2010;

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors, heirs, and assigns for the term (defined below) of this Agreement; and

WHEREAS, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and

further agrees not to include the Property in a statutory annexation plan for the Term of the Agreement. However, if the Property is annexed pursuant to the terms of this Agreement, then the City shall provide services to the Property pursuant to Chapter 43 of the Texas Local Government Code.

Section 2. The Owner covenants and agrees not to use the Property for any use other than for agriculture, wildlife management, and/or timber land consistent with Chapter 23 of the Texas Tax Code, except for the existing single-family residential use of the property, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson County or the City until the Property has been annexed into, and zoned by, the City.

The Owner covenants and agrees not to construct, or allow to be constructed, any buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's RA - Rural Agricultural zoning requirements apply to the Property, except when inconsistent with this Agreement in which case this Agreement shall apply, and that the Property shall be used only for RA - Rural Agricultural zoning uses that exist on that Property at the time of the execution of this Agreement, unless otherwise provided in this Agreement. However, the Owner may construct an accessory structure to an existing single family dwelling which is reasonable and necessary for the agricultural, wildlife management, and/or timber land purpose, after notification to and approval by the City of such action and in compliance with all applicable City ordinances and codes.

The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severably, to indemnify, hold harmless, and defend the City against any and all legal claims, by and person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

Section 3. The Owner acknowledges that if any part or related development document is filed in violation of this Agreement, or if the Owner commences development of the Property in violation

of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to the annexation at the discretion of the City Council. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner.

If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a municipality to use certain statutory procedures under an annexation plan. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein.

Section 4. Pursuant to Sections 43.035(b)(1)(B) of the Texas Local Government Code, the City is authorized to enforce all of the City's regulations and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries. The City states and specifically reserves its authority pursuant to Chapter 251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

Section 5. The term of the Agreement (the "Term") is fifteen (15) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

The Owner, and all of the Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation before the end of the Term, for annexation of the Property to be completed on or after the end of the Term. Prior to the end of the Term, the City may commence the voluntary annexation of the Property. In connection with annexation pursuant to this section, the Owners hereby waive any vested rights they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the owners may initiate during the time between the expiration of the Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned R1-Single Residential pursuant to the City's Code of Ordinances, pending determination of the property's permanent zoning in accordance with the provisions of applicable law and the City's Code of Ordinances.

Section 7. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address.

City of Taylor
Attn: City Manager
400 Porter Street
Taylor, Texas 76574

Section 8. This Agreement shall run with the Property and be recorded in the real property records of Williamson County, Texas.

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

Section 10. This Agreement may be enforced by any Owner or the City by and proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 11. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 12. Venue for this Agreement shall be in Williamson, County, Texas.

Section 13. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and the same instrument.

Section 14. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Section 3, 4, and 5 herein.

Please attach a copy of your deed in order for this agreement to be in effect.

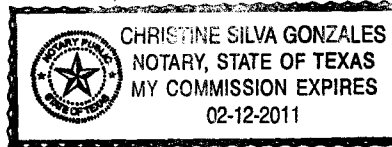
Entered into this 13 day of July, 2010.

Joanne Rummel
Owner Signature
Printed Name: Joanne Rummel

Owner Signature
Printed Name: _____

Owner Signature
Printed Name: _____

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }



This instrument was acknowledged before me on the day of July 13, 2010, by Joanne Rummel, Owner.
Christine Silva Gonzales
Notary Public, State of Texas

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the day of _____, 2010, by _____, Owner.

Notary Public, State of Texas

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the day of _____, 2010, by _____, Owner.

Notary Public, State of Texas

Jim Dunaway
City Manager, City of Taylor, Texas

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Jim Dunaway, City Manager, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the City of Taylor, Texas, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ____ day
of _____, 2010.

Notary Public, State of Texas

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code by and between the City of Taylor, Texas, (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel of real property (the "Property") in Williamson, County, Texas, which is more particularly and separately described in the attached Exhibit "A"; and

WHEREAS, the City has begun the process to institute annexation proceedings on all or portions of Owner's Property and will hold public hearings on July 27th and August 12th, 2010;

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors, heirs, and assigns for the term (defined below) of this Agreement; and

WHEREAS, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and

further agrees not to include the Property in a statutory annexation plan for the Term of the Agreement. However, if the Property is annexed pursuant to the terms of this Agreement, then the City shall provide services to the Property pursuant to Chapter 43 of the Texas Local Government Code.

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The Owner covenants and agrees not to construct, or allow to be constructed, any buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's RA - Rural Agricultural zoning requirements apply to the Property, except when inconsistent with this Agreement in which case this Agreement shall apply, and that the Property shall be used only for RA - Rural Agricultural zoning uses that exist on that Property at the time of the execution of this Agreement, unless otherwise provided in this Agreement. However, the Owner may construct an accessory structure to an existing single family dwelling which is reasonable and necessary for the agricultural, wildlife management, and/or timber land purpose, after notification to and approval by the City of such action and in compliance with all applicable City ordinances and codes.

The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severably, to indemnify, hold harmless, and defend the City against any and all legal claims, by and person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

Section 3. The Owner acknowledges that if any part or related development document is filed in violation of this Agreement, or if the Owner commences development of the Property in violation

of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to the annexation at the discretion of the City Council. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner.

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Section 5. The term of the Agreement (the "Term") is fifteen (15) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

The Owner, and all of the Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation before the end of the Term, for annexation of the Property to be completed on or after the end of the Term. Prior to the end of the Term, the City may commence the voluntary annexation of the Property. In connection with annexation pursuant to this section, the Owners hereby waive any vested rights they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the owners may initiate during the time between the expiration of the Agreement and the institution of annexation proceedings by the City.

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City of Taylor
Attn: City Manager
400 Porter Street
Taylor, Texas 76574

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Section 12. Venue for this Agreement shall be in Williamson, County, Texas.

Section 13. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and the same instrument.

Section 14. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Section 3, 4, and 5 herein.

Please attach a copy of your deed in order for this agreement to be in effect.

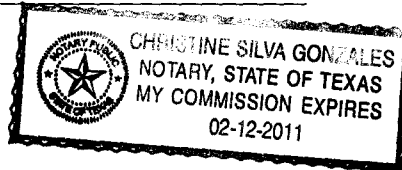
Entered into this 13 day of July, 2010.

Joanne Rummel
Owner Signature
Printed Name: Joanne Rummel

Owner Signature
Printed Name: _____

Owner Signature
Printed Name: _____

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }



This instrument was acknowledged before me on the day of July 13, 2010, by Joanne Rummel, Owner.
Christine Silva Gonzales
Notary Public, State of Texas

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the day of _____, 2010, by _____, Owner.

Notary Public, State of Texas

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the day of _____, 2010, by _____, Owner.

Notary Public, State of Texas

Jim Dunaway
City Manager, City of Taylor, Texas

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Jim Dunaway, City Manager, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the City of Taylor, Texas, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ____ day
of _____, 2010.

Notary Public, State of Texas



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: JAN 17, 2006.

Grantor: Joanne Rummel

Grantor's Mailing Address (including county):

506 Porter
Taylor, Williamson County, Texas 76574

Grantee: Joanne Rummel, as Trustee of the Joanne Rummel Trust.

Grantee's Mailing Address (including county):

506 Porter
Taylor, Williamson County, Texas 76574

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

Property: Described on the attached "Exhibit A".

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty:

This conveyance is made and accepted subject to any and all liens, restrictions, conditions, covenants, easements, rights-of-way and outstanding oil, gas and mineral interests, if any, relating to the hereinabove described property, to the extent, and only to the extent, that the same may still be in force and effect, shown of record in the office of the County Clerk of the above mentioned County and State, and to any and all zoning laws, regulations and ordinances of municipal or other governmental authorities, if any, but only to the extent that they are in effect relating to the above described 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 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.

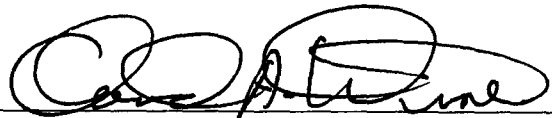
EXECUTED this 17th day of JAN, 2006.


Joanne Rummel

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF WILLIAMSON

ACKNOWLEDGED BEFORE ME BY Joanne Rummel on this the 17th day of JAN, 2006, to certify which witness my hand and seal of office.


Notary Public, State of Texas

After recording return to:

 Joanne Rummel
506 Porter
Taylor, Texas 76574

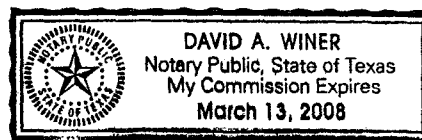


EXHIBIT A

The following described two tracts of land being situated in Williamson County, Texas, being described as FIRST TRACT and SECOND TRACT by metes and bounds as follows, to wit:

FIRST TRACT: Being 60-1/2 acres of land, more or less, being part of the James C. Eaves Survey, Abstract 213, more particularly described by metes and bounds as follows:

BEGINNING at the N. W. corner of a tract of 124.9 acres of land which was conveyed to Cynthia J. Hall by Joseph Robertson, et ux, by deed recorded in Volume 58, page 340, Deed Records of Williamson County, Texas, and of which 124.9 acres, the land herein conveyed is a part;

THENCE North 71 deg. East, 657 vrs. to N. E. corner of said tract for the N. E. corner of this tract;

THENCE South 18-1/2 deg. East with the East line of this tract, 521.63 vrs. to a stake for the S. E. corner hereof;

THENCE South 71 deg. West, 652-1/2 vrs. to a stake on the West line of this tract, for the S. W. corner hereof;

THENCE North 19 deg. West, 521.63 vrs. to the place of beginning, containing 60-1/2 acres of land, more or less, exclusive of any public road, and being the Northerly 60-1/2 acres of land out of a tract of 120-1/2 acres of land fully described in a certain Deed of Trust dated November 6th 1922, executed by Swenson, et ux, recorded in Volume 36, page 616, Deed of Trust and Mortgage Records of Williamson County, Texas, to which instrument reference is hereby made for all legal purposes, and being the same tract of land which was conveyed to F. L. Gross by the Taylor National Farm Loan Association by deed dated October 28th 1932, recorded in Volume 264, page 276, Deed Records of said County

SECOND TRACT: Being 60 acres of land, more or less, out of and a part of the James C. Eaves Survey, Abstract No. 213, and being the South 60 acres of a tract of 120-1/2 acres and being described by metes and bounds as follows:

BEGINNING at the S. E. corner of a tract of 60-1/2 acres of land heretofore conveyed to F. L. Gross for the N. E. corner hereof;

THENCE South 71 West, 652-1/2 vrs. to the S. W. corner of the above mentioned 60-1/2 acres of land for the N. W. corner hereof;

THENCE South 19 East, 520.57 vrs. to the S. W. corner hereof;

THENCE North 71 East, 648 vrs. to the S. E. corner hereof;

THENCE North 18-1/2 East, 519.97 vrs. to the place of beginning and containing 60 acres of land, more or less, and being the same tract of land conveyed to M. A. Powers by Taylor National Farm Loan Association by deed dated December 2nd 1933, recorded in Volume 271, page 464, Deed Records of said County.

The above two tracts being the same land described in the Deed of Gift dated July 8, 1977 from C. R. Arledge and wife, Agnes Arledge, of record in Volume 675, Page 347, Deed Records of Williamson County, Texas, a reference to which is here made for a more particular description of the property.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2006009553

Nancy E. Rister

02/07/2006 11:25 AM

CARRILLO \$28.00

NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS



City Council Meeting September 9, 2010 Agenda Item Transmittal

Agenda Item #: 4

Agenda Title: Approve Ordinance 2010-35 regarding assignment and seniority pay for certain assignments within the fire and police departments.

Council Action to be taken: Approve by consent

Initiating Department: Police/Fire

Staff Contact: Jeff Straub, Chief of Police
Pat Ekiss, Fire Chief

1. INTRODUCTION/PURPOSE

This item was introduced at the August 24, 2010 council meeting. Annual approval is written into the ordinance so as not to obligate future City Councils.

Because of the impending reorganization of the police department with the creation of the assistant police chief position, assignment pay for “criminal investigations division commander” has been eliminated.

2. DESCRIPTION/ JUSTIFICATION

Both police and fire departments utilize Council approved assignment pay for skilled positions and the police department has implemented a seniority plan (with Council approval) in order to attract experienced and skilled law enforcement personnel.

3. FINANCIAL/BUDGET

Impact on budget has already been projected and included in proposed budget.

4. TIMELINE CONSIDERATIONS

This is a continuation of an original Ordinance approved in 2004, and is to be renewed annually at budget time.

5. RECOMMENDATION

Approve by consent.

6. REFERENCE FILES

4a. [Ordinance 2010-35](#)

ORDINANCE NO. 2010-35

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 AND AN EXPIRATION DATE FOR THIS ORDINANCE.

WHEREAS, the City of Taylor adopted Chapter 143 of the Texas Local Government Code for its police and fire departments;

WHEREAS, there are specialized assignments within the Fire and Police Departments and certain firefighters and police officers perform that are not performed by every firefighter and police officer;

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;

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;

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;

WHEREAS, the City Council has the authority under § 143.041 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 “Shift Commander” is a specialized function within the Taylor Fire Department and that assignment involves command authority and responsibilities. There are up to three (3) members of the department who may be assigned to serve as “Shift Commander.” When a member is designated by the Fire Chief or his designee to serve as “Shift Commander,” that member is entitled to receive Two Thousand Dollars (\$2,000.00) per year as assignment pay.

SECTION 3.

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. There is one (1)

member of the Fire Department who is assigned to serve as the “Medical Officer.” 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 Five Hundred Dollars (\$1,500.00) per year as assignment pay.

SECTION 4.

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. There are two (2) members of the Department who may be assigned to serve as “Inspector.” 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 One Thousand Dollars (\$1,000.00) per year as assignment pay.

SECTION 5.

The assignment of “Training Officer” is a specialized function within the Taylor Fire Department and that assignment involves budgeting, scheduling, and maintaining all department training and certifications. There is one (1) member of the Department who may be assigned to serve as “Training Officer.” When a member is designated by the Fire Chief or his designee to serve as “Training Officer” for the Department, that member is entitled to receive One Thousand Five Hundred Dollars (\$1,200.00) per year as assignment pay.

SECTION 6.

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. There is one (1) member of the Department who may be assigned to serve as a “Fire Investigator.” 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 One Thousand Dollars (\$1,000.00) per year as assignment pay.

SECTION 7.

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 8.

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 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.

SECTION 9.

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 10.

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:

Police officers with prior full-time paid experience with any state, county or municipal law enforcement agency that has fifteen (15) or more full-time paid officers during the term of service by that officer, shall be deemed to have one year of seniority with the Taylor Police Department for each full calendar year served with that agency.

Police officers with prior full-time paid experience with any state, county or municipal law enforcement agency that has fourteen (14) or fewer full-time paid officers during the term of employment by that officer shall be deemed to have one-half year’s seniority with the Taylor Police Department for each full calendar year served with that prior law enforcement agency.

SECTION 11.

Officers shall remain in that designated seniority step on the Step Plan Pay Scale until the officer attains the equivalent seniority as a full-time paid police officer with the City of Taylor Police Department.

SECTION 12.

The effective date of this ordinance is October 1, 2010 but shall expire and have no effect after September 30, 2011.

SECTION 13.

All other ordinances, parts of ordinances or resolutions in conflict with this ordinance are hereby repealed.

SECTION 14.

In accordance with Article 8 of the City Charter, Ordinance No. 2010- 35 was introduced before the Taylor City Council on the 24th day of August, 2010.

PASSED, APPROVED, and ADOPTED on the 9th day of September, 2010.

APPROVED

John McDonald, Mayor Pro Tem

ATTEST

Susan Brock, City Clerk



City Council Meeting September 9, 2010 Agenda Item Transmittal

Agenda Item #: 5
Agenda Title: Proclamation for Library Card Sign-up Month
Council Action to be taken: Presentation of Proclamation
Initiating Department: Library
Staff Contact: Karen Ellis, Library Director

1. INTRODUCTION/PURPOSE

The month of September is Library Card Sign-up Month, a national observance for public libraries. Library staff would like to make Taylor citizens aware of this month-long observance and encourage all to get a Taylor Public Library card.

2. DESCRIPTION/ JUSTIFICATION

Nationwide public libraries are being heavily used due to the economic downturn. Every day people use the library to write resumes and apply for jobs, to learn new skills and information to better their opportunities, and to take advantage of the free materials and programming. Public libraries strive to meet new demands as well as continue traditional services.

Your Taylor Public Library card allows access to online databases and over 42,000 items to check out—books, audio books, movies and digital books--saving library patrons more than \$1 million dollars annually. Your Taylor Public Library card also allows patrons to request materials from other libraries & institutions in North America, and the ability to use other public libraries in the state of Texas. As of August 2010, the Taylor Public Library had 10,005 library card holders on record. We firmly believe that every citizen and student should have a Taylor Public Library card.

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

Presentation of Proclamation for Library Card Sign-up Month (September) for the City of Taylor.

6. REFERENCE FILES

5a [Proclamation](#)

Proclamation

September is Library Card Sign-up Month

Whereas, in times of economic hardship, Americans turn to and depend on their libraries and librarians, and local citizens have saved **\$1,313,726.00** by using their Taylor Public Library cards in the last year alone; and

Whereas, the Taylor Public Library offers programs tailored to meet Taylor community's economic & educational needs; and

Whereas, public library staff help students learn how to perform appropriate Internet searches, provide space for group study, and resources for homework help using free, public-access computers; and

Whereas, children who have library cards and use the library perform better in school and by motivating children to read, librarians create lifelong readers, and

Whereas, the most important school supply and the smartest card is a library card; and

Therefore, be it resolved that I, John McDonald, Mayor Pro Tem, proclaim

September, Library Card Sign-Up Month

in the city of Taylor, Texas and encourage everyone to sign up for a library card at your Taylor Public Library.

PROCLAIMED this the 9th day of September, 2010.

John McDonald, Mayor Pro Tem



City Council Meeting September 9, 2010 Agenda Item Transmittal

Agenda Item #: 6

Agenda Title: Conduct Public Hearing and consider introducing Ordinance 2010-32 to rezone property generally located at 3406 West Second Street, also known as Amanda's Commercial Subdivision, City of Taylor TX, from B-1 Local Business and R/A Rural Agriculture to BP-2, Business Park 2.

Council Action to be taken: Conduct Public Hearing and Consider Introduction of Ordinance 2010-32.

Initiating Department: Community Development

Staff Contact: John Elsdon, AICP, City Planner

1. INTRODUCTION/PURPOSE

Conduct Public Hearing and consider introducing Ordinance 2010-32 to rezone property generally located at 3406 West Second Street, also known as Amanda's Commercial Subdivision, 9 acres, City of Taylor TX, from B-1 and R/A to BP-2. Property owner is Sam Dowdy Sr.

2. DESCRIPTION/ JUSTIFICATION

Location and Acres of the Property

Amanda's Commercial Subdivision, generally 3406 W 2nd St., 9 Acres

Property Owner and Applicant

Sam Dowdy Sr.

Applicant's intentions for the property (development objective)

Potential sale of property

Existing Zoning

B-1, Local Business front (about 300 feet from the front property line) and R/A, Rural Agriculture in the rear

Proposed Zoning

BP-2, Business Park 2

Zoning History

Unknown

Future Land Use Map

BP-2, Business Park 2

Surrounding Property: Existing Conditions or Use of Property and Zoning

North: B-1 Local Business and R/A Rural Agriculture

East: B-2, General Business and M-1, Light Industrial

South: B-1, Local Business

West: B-1, Local Business

Existing Thoroughfares (type and size)

South: US 79, Major Arterial, 200'

The City's Thoroughfare Plan

South: Major Arterial, 120'

Platting Information

The property is platted

Other Information

Aerial Photo:



Photos of Site:



East side of building:



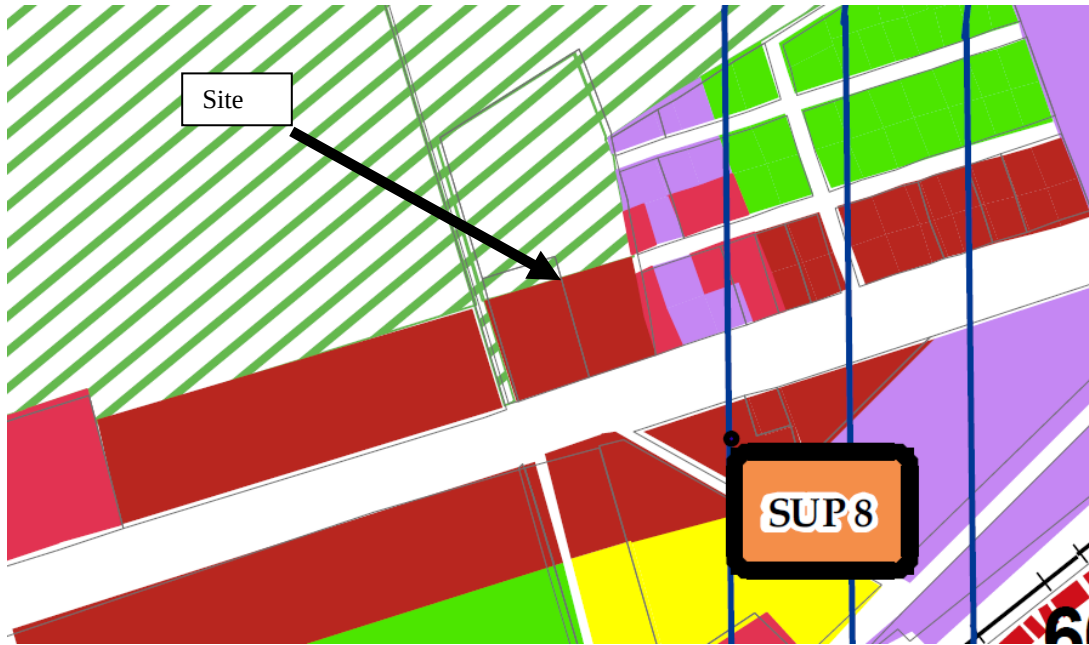
Further east of building looking north:



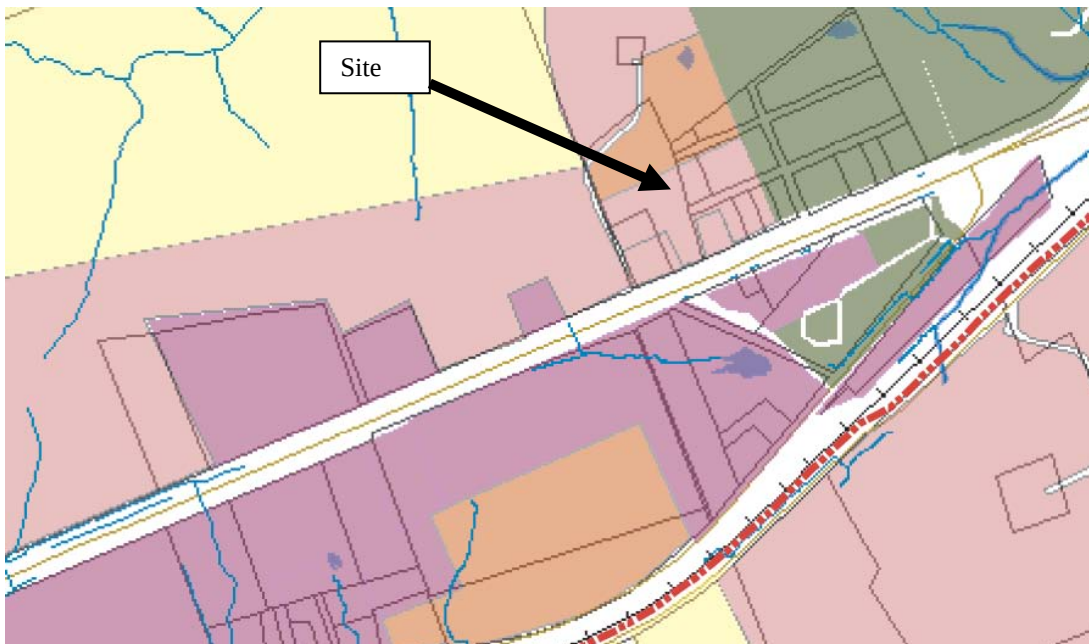
Along building looking further north:



Current Zoning: B-1 Local Business front, R/A Rural Agriculture rear



Future Land Use Plan: Business Park 2 front and Multi-Family rear



3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

The applicant requested and received a Special Meeting with the Planning and Zoning Commission on Monday August 23, 2010 to expedite the sale of the property if the property is sold.

5. RECOMMENDATION

On August 23, 2010 the Planning and Zoning Commission recommended approval of the rezone from B-1 Local Business and R/A Rural Agriculture to BP-2 Business Park 2 since the rezone is consistent with the Future Land Use Map.

6. REFERENCE FILES

- 6a. [Ordinance 2010-32](#)
- 6b. [Letter from potential](#) purchaser of property

ORDINANCE 2010-32

AN ORDINANCE CHANGING THE ZONING OF AMANDA'S COMMERCIAL SUBDIVISION, GENERALLY LOCATED AT 3406 WEST SECOND STREET, WILLIAMSON COUNTY TEXAS, FROM LOCAL BUSINESS B-1 AND RURAL AGRICULTURE R/A TO BUSINESS PARK 2, BP-2, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF TAYLOR, TEXAS, TO SHOW THE ZONING CHANGES ADOPTED HEREIN; PROVIDING A SAVINGS CLAUSE.

Whereas, the Taylor City Council conducted a public hearing on _____, 2010, to consider the request made by Sam Dowdy Sr., the owner of Amanda's Commercial Subdivision, Taylor, Williamson County, Texas, generally located at 3406 West Second Street, as shown on Exhibit "A" incorporated by reference herein for all purposes ("Property"), to change the zoning for the Property from Local Business (B-1) and Rural Agriculture (R/A) to Business Park 2 (BP-2); and

Whereas, the Planning and Zoning Commission, after conducting a public hearing on _____ 2010, to consider the zoning request, recommended the zoning change to the City Council; and

Whereas, the City Council, after a 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 is changed from Local Business (B-1) and Rural Agriculture (R/A) to Business Park 2 (BP-2).

SECTION 3. The Official Zoning map of the City of Taylor, Texas, is changed to show the Property zoning changed from Local Business (B-1) and Rural Agriculture (R/A) to Business Park 2 (BP-2).

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 8 of the City Charter, Ordinance 2010-32 was introduced before the Taylor City Council on the 12th day of August, 2010.

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

John McDonald, Mayor Pro-Tem

ATTEST:

Susan Brock, City Clerk

APPROVED AS TO FORM:

Ted W. Hejl,
City Attorney

CERTIFICATE

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

I, Susan Brock, being the current City Clerk of the City of Taylor, Texas, do hereby certify that the attached is a true and correct copy of Ordinance No. 2010-32, passed and approved by the City Council of the City of Taylor, Texas, on the _____ day of _____, 2010, and such Ordinance was duly introduced, passed, approved and adopted at meetings open to the public and notices of the meetings, giving the dates, places, and subject matter thereof, were posted as prescribed by Government Code Section 551.043.

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

Susan Brock
City Clerk

Name: Haarer Construction & Design LLC.

Address: 5132 Forest Way - Bloomfield Hills, MI 48302

City Planner: John F. Elsdén, AICP

Property Address: 3406 West 2nd, Taylor Texas

Dear Mr. Elsdén:

I am writing this letter to explain our business. We will be relocating our construction business to the Austin area. We have two long term large projects that we taking on which we will require, at a minimum, a 5 to 7 year commitment. The first is a large dairy farm with a cheese plant, which we will construct and take over all service and parts. The 2nd project which is in Port Lavaca will be the construction of a wind farm starting with the first segment of 100 wind turbine units and overall expansion to 700 units. We will do all excavating, concrete and erection of the wind farm. We will also be responsible for the hiring of staff and purchasing of equipment for all management and service requirements related to these projects.

The main use of the 3406 West 2nd property would be to run all management and design, job costing, ordering of all materials for the projects. We will use it for staging and organization of the smaller products. There will be some prefab work done for the milk equipment, electrical and plumbing items to save time in the field. We will keep some of our equipment there when not in use. We will run all parts and service from this location. If business goes like we expect we will need to add more offices and ware house space in the future.

We are very impressed with your community and the people we have met from your town. My wife and I feel this is the right location for us to move our business and our home.

We truly hope that you will consider working with us on the zoning so we can go ahead with the purchase of the property. If you have any questions please feel free to contact me at (248) 520-7371 or r.haarer@comcast.net.

Sincerely and Respectfully,

Ronald Haarer

August 5, 2010



City Council Meeting September 9, 2010 Agenda Item Transmittal

Agenda Item #: 7

Agenda Title: Consider introducing Ordinance 2010-41 amending the Fee Ordinance for city services.

Council Action to be taken: Consider Ordinance Introduced

Initiating Department: Finance Department

Staff Contact: Rosemarie Dennis, Finance Director

1. INTRODUCTION/PURPOSE

This agenda item is to discuss and consider the introduction of Ordinance 2010-41 to amend the current fee schedule for the FY2010-11.

2. DESCRIPTION/ JUSTIFICATION

Staff is recommending certain fees within the fee schedule be changed as shown highlighted in red in Exhibit A for Council's consideration. You will find the following changes to the fee schedule:

- ***Section I. Community Development, Engineering and Construction.***
A cost analysis was conducted by staff and it is recommended that an increase of 5.26% per square footage charge in contractor permits for residential.
- ***Section II. Public Safety.***
Additional wording has been included for clarification with changes in charges in dog registration pound/fees. A fee for specialized food has been included that the City may have to purchase food for other than a dog or cat.
- ***Section IV. Public Facility Rental***
The Parks and Recreation Advisory Committee recommended that the indicated fee changes and additions to the fee schedule.
- ***Section VI. Utilities***
Utility rates were discussed at the budget workshop and a 10% increase in water and sewer rates was included in the proposed budgeted. At earlier meetings with Council, during discussion of issuing bonds (Series 2010) for committed utility projects, Council acknowledged that the utility rates would increase to pay for

new debt and would be included in the FY2010-11 Budget. An increase in fire hydrant meter deposit is recommended by staff. If lost or stolen the \$300 is not sufficient to cover replacement cost.

➤ ***Section VII. Airport***

The Airport Board recommended that a 2% increase in hangar and tie down rental be included in the FY2010-11 Fee Schedule.

Staff will be available to answer any questions that Council may have in regards to any of changes in the fee schedule.

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

Introduce Ordinance 2010-41.

6. REFERENCE FILES

- 7a. [Ordinance 2010-41](#)
- 7b. [Exhibit A Fee](#) Schedule
- 7c. [Taylor Utility Rate History](#)
- 7d. [Water & Sewer Rate Survey](#)
- 7e. [Hangar Survey](#)

ORDINANCE NO. 2010-41

AN ORDINANCE AMENDING ORDINANCE NO. 2009-29 ADOPTED
ON SEPTEMBER 22, 2009 BY CHANGING CERTAIN RATES AND
OTHER SERVICES PROVIDED BY THE CITY

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

SECTION 1.0 That the certain rates for utilities and other services provided by the city, for the support of the general government of the City of Taylor, Texas be amended in accordance with the changes shown in the attached Exhibit A.

SECTION 2.0 That the amendment, as shown in words and figures in Exhibit A, is hereby approved in all aspects and adopted as an amendment to Ordinance No. 2009-29.

SECTION 3.0 All other provisions of Ordinance No. 2009-29 shall remain in full force and effect.

SECTION 4.0 In accordance with Article 8 of the City Charter, this ordinance was introduced before the City Council of the City of Taylor, Texas on the 9th day of September, 2010.

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

John McDonald, Mayor Pro Tem

ATTEST:

Susan Brock, City Clerk

Exhibit A

Fee Schedule for City Services 2010-11

I. Community Development, Engineering and Construction

A. Contractor Permits

New Residential and Residential Additions Permits (SF, Duplexes, and Triplexes)

	Flat Fee	Per SF Fee
Building Permit	\$ 125.00	\$0.095 \$0.10 plus \$.0.005 for Weatherization= \$0.10 \$0.105-(10.5 cents)
Inspection Fee	\$ 40.00	
Mechanical permit	\$ 40.00	0.095 -\$0.10
Plumbing permit	\$ 40.00	0.095 -\$0.10
Gas permit	\$ 40.00	0.095 -\$0.10
Electrical permit	\$ 40.00	0.095 -\$0.10
Totals	\$ 325.00	

Residential Remodeling Permits (SF, Duplexes, and Triplexes)

	Flat Fee	Per SF Fee
Building Permit	\$ 50.00	\$0.095 \$0.10 plus \$.0.005 for Weatherization= \$0.10 \$0.105-(10.5 cents)
Inspection Fee	\$ 40.00	
Sub-Totals	\$ 90.00	

Mechanical permit	\$ 40.00	0.095 -\$0.10
Inspection Fee	0.00	
Sub-Totals	\$ 40.00	

Plumbing permit	\$ 40.00	0.095 -\$0.10
Inspection Fee	0.00	
Sub-Totals	\$ 40.00	

Gas permit	\$ 40.00	0.095 -\$0.10
Inspection Fee	0.00	
Sub-Totals	\$ 40.00	

Electric permit	\$ 40.00	0.095 -\$0.10
Inspection Fee	0.00	
Sub-Totals	\$ 40.00	

Manufacture Home Park Licenses

New and Annual Renewal License Fee		
10 or fewer spaces	\$250.00	Per Year
More than 10 spaces	\$500.00	Per Year

New of Additions to Existing Parks

Original Permit	\$400.00	
Additions or Alternations to spaces	\$25.00	Per space

New Apartment and Apartment Addition Permits

	Flat Fee	Per SF Fee
Building permit per unit	\$ 130.00	\$0.095 \$0.10 plus \$.0.005 for Weatherization= \$0.10 \$0.105-(10.5 cents)
Mechanical permit	\$ 100.00	0.095 -\$0.10
Plumbing permit	\$ 100.00	0.095 -\$0.10
Gas permit	\$ 100.00	0.095 -\$0.10
Electric permit	\$ 100.00	0.095 -\$0.10
Site Plan review	\$ 200.00	Planning Department
Site Plan review	\$ 100.00	Fire Department
Building Plan Review	\$ 100.00	Plus \$0.04 per SF- Fire Dept.
Building Plan Review	\$ 200.00	Inspections Department

Apartment Renovations Permits

	Flat Fee	Per SF Fee
Building permit per unit	\$ 130.00	0.0
Mechanical permit per unit	\$ 100.00	0.0

Plumbing permit per unit	\$ 100.00	0.0
Gas permit per unit	\$ 100.00	0.0
Electric permit per unit	\$ 100.00	0.0
Building Plan Review	\$ 275.00	\$200 - Inspections Department; \$75 for Fire Department

New Commercial and Commercial Additions Permits

	Flat Fee	Per SF Fee
Building permit	\$ 125.00	\$0.080 plus \$0.005 for Weatherization= \$0.085
Inspection Fee	\$ 40.00	
Mechanical permit	\$ 80.00	0.080
Plumbing permit	\$ 80.00	0.080
Gas permit	\$ 80.00	0.080
Electric permit	\$ 80.00	0.080
Site Plan review	\$ 200.00	Planning Department
Building Plan Review	\$ 200.00	Inspections Department

Commercial Shell Permits

	Flat Fee	Per SF Fee
Building permit	\$ 50.00	\$0.03 plus \$0.005 for Weatherization= \$0.035
Inspection Fee	\$ 40.00	
Mechanical permit	\$ 35.00	0.030
Plumbing permit	\$ 70.00	0.030
Gas permit	\$ 35.00	0.030
Electric permit	\$ 35.00	0.030
Site Plan review	\$ 200.00	Planning Department
Building Plan Review	\$ 80.00	Inspections Department

Commercial Finish Out and Remodel Permits

	Flat Fee	Per SF Fee
Building permit per unit	\$ 75.00	\$0.045 plus \$.0.005 for Weatherization= \$0.05
Inspection Fee	\$ 40.00	
Mechanical permit	\$ 50.00	0.045
Plumbing permit	\$ 50.00	0.045
Gas permit	\$ 50.00	0.045
Electric permit	\$ 50.00	0.045
Building Plan Review	\$ 120.00	Inspections Department
Remodel automatic sprinkler system	\$ 75.00	Only if over 200 heads

Miscellaneous Permits

	Flat Fee	Per SF Fee
Site Plan-Planning Dept.	\$ 200.00	Commercial Only
Demolition permit	\$ 25.00	
Moving permit- Local	\$ 65.00	Plus Escort Fee
town	\$ 130.00	Plus Escort Fee
Escort Fee	\$ 35.00	
Tent	\$ 35.00	Revivals,etc. Need site plan
Inground Pool permit	\$ 100.00	Plus one-time electrical, plumbing, etc inspection fees
Above Ground Pool permit	\$ 50.00	Plus one-time electrical, plumbing, etc inspection fees
Driveway permit	\$ 35.00	No charge if associated with commercial sit plan approval
New Sign and Sign Resurface Permits		1.6/SF
Banner Sign	\$ 25.00	Approved banner signs shall be displayed for a maximum of 90 days per calendar year. Non-profit, faith-based, governmental, and service clubs are exempt from paying the fee.
Temporary Use Directional Sign (TUD)	\$25 for the first sign and \$5 for every other sign there after	Only allowed to be displayed from Noon to 5 pm on Sundays. Can be displayed in the ROW as an off site sign. See sign ordinance for additional requirements.
TUD redemption fee	\$ 25.00	To retrieve sign if its picked up after the weekend.
Accessory Structure<400SF	\$ 35.00	
Accessory Structure equal to or greater than 400 SF	\$ 40.00	
Fence-Residential	\$ 35.00	
Fence- Commercial	\$ 35.00	
Re-inspection fee	\$ 50.00	Per inspection (building inspections)
Inspections after normal hrs.	\$ 100.00	Per hour (building inspections)

"T" Pole	\$ 40.00	
Meter Loop	\$ 40.00	
HVAC Change out	\$ 40.00	
HVAC Electric Hook-up	\$ 40.00	
Sprinkler System	\$ 40.00	
Porch addition	\$ 40.00	Covered and uncovered
Work without a permit- first offense	Double the permit fee	
Work without a permit- second offense	Triple the permit fee and filed on in Municipal Court	
Residential Certificate of Occupancy Inspection	\$ 40.00	Inspection is performed if the residence was vacant for 6 months or more
Commercial Certificate of Occupancy Inspection	\$ 40.00	Inspection is performed if the structure's water account is switched from one business/tenant to another. Included zoning verification, among other items.
Foundation Leveling and Repair permit	\$ 40.00	\$0.095 -\$0.10 per SF
Residential Yard Line Repair permit- water	\$ 40.00	
Residential Yard Line Repair permit- Gas	\$ 40.00	
Residential Yard Line Repair- Sewer	\$ 40.00	
License Agreement	\$ 350.00	
Mobile Home Park Licenses	\$ 200.00	Equal to or less than 10 spaces (annual fees)
Mobile Home Park Licenses	\$ 500.00	Greater than 10 spaces (annual)
Mobile Home Parks	\$ 400.00	Original permit application
Mobile Home Parks	\$ 25.00	Per space for additions or alternations to spaces.

B. Subdivision Fees

	Fees *	
	Base	+ Per Lot
Concept Plans	\$ -	\$ -
Admin. Approval Plat	\$ 350.00	\$ 25.00
Amended Plat	\$ 350.00	\$ -
Final Plat	\$ 300.00	\$ 30.00
Preliminary Plat	\$ 550.00	\$ 35.00
Re-subdivision Plat	\$ 330.00	\$ 25.00
Variance	\$ 150.00	\$ -
Plat Filing Fee	\$ 140.00	\$ -

* Applicable Fees in Enterprise and Empowerment Zones are charged at 50% of the posted rates.

***Fees are non-refundable once the case has been processed.

C. Impact Fees (For projects platted between 1/10/02 and 4/24/06)

Fee Table *					
Meter Type	Meter Size	Ratio to 5/8" Meter	Water Fee	Sewer Fee	Combined Fee
Simple	5/8" x 3/4"	1.000	\$923	\$272	\$1,195
Simple	3/4"	1.500	\$1,384	\$409	\$1,793
Simple	1"	2.500	\$2,307	\$681	\$2,989
Simple	1-1/2"	5.000	\$4,615	\$1,362	\$5,977
Simple	2"	8.000	\$7,384	\$2,179	\$9,563
Compound	2"	8.000	\$7,384	\$2,179	\$9,563
Turbine	2"	10.000	\$9,230	\$2,724	\$11,954
Compound	3"	16.000	\$14,768	\$4,359	\$19,127
Turbine	3"	24.000	\$22,151	\$6,538	\$28,690
Compound	4"	25.000	\$23,074	\$6,811	\$29,885
Turbine	4"	42.000	\$38,765	\$11,442	\$50,207
Compound	6"	50.000	\$46,149	\$13,622	\$59,770
Turbine	6"	92.000	\$84,914	\$25,064	\$109,977
Compound	8"	80.000	\$73,838	\$21,795	\$95,633
Turbine	8"	160.000	\$147,676	\$43,589	\$191,265
Compound	10"	115.000	\$106,142	\$31,330	\$137,472
Turbine	10"	250.000	\$230,744	\$68,108	\$298,852
Compound	12"	330.000	\$304,582	\$89,903	\$394,484

* Applicable Fees in Enterprise and Empowerment Zones are charged at 50% of the posted rates.

All fees required in connection with the subdivision ordinance as set forth herein shall be payable at the time of the initial review, in the case of an initial review, or at

Impact Fees (For projects platted after 4/24/06)

Fee Table *					
Meter Type	Meter Size	Ratio to 5/8" Meter	Water Fee	Sewer Fee	Combined Fee
Simple	5/8" x 3/4"	1.000	\$943	\$531	\$1,474
Simple	3/4"	1.500	\$1,415	\$796	\$2,211
Simple	1"	2.500	\$2,359	\$1,327	\$3,686
Simple	1-1/2"	5.000	\$4,717	\$2,654	\$7,371
Simple	2"	8.000	\$7,548	\$4,246	\$11,794
Compound	2"	8.000	\$7,548	\$4,246	\$11,794
Turbine	2"	10.000	\$9,435	\$5,308	\$14,743
Compound	3"	16.000	\$15,096	\$8,493	\$23,589
Turbine	3"	24.000	\$22,644	\$12,739	\$35,383
Compound	4"	25.000	\$23,587	\$13,270	\$36,857
Turbine	4"	42.000	\$39,627	\$22,294	\$61,921
Compound	6"	50.000	\$47,175	\$26,540	\$73,715
Turbine	6"	92.000	\$86,801	\$48,834	\$135,635
Compound	8"	80.000	\$75,479	\$42,464	\$117,943
Turbine	8"	160.000	\$150,958	\$84,928	\$235,886
Compound	10"	115.000	\$108,501	\$61,042	\$169,543
Turbine	10"	250.000	\$235,873	\$132,700	\$368,573
Compound	12"	330.000	\$311,352	\$175,164	\$486,516

* Applicable Fees in Enterprise and Empowerment Zones are charged at 50% of the posted rates.

All fees required in connection with the subdivision ordinance as set forth herein shall be payable at the time of the initial review, in the case of an initial review, or at the time each plat is filed.

D. Roadway Impact Fees

Roadway LUE Equivalencies for various land uses

Land Use	Unit	LUE Equivalency	Fee *
Single Family Residential	Dwelling Unit	1.00	\$ 480.32
Multi-Family Residential	Dwelling Unit	0.61	\$ 293.00
Retail/Commercial	1000 Sq. Ft.	1.73	\$ 830.95
Industrial	1000 Sq. Ft.	1.01	\$ 485.12
Prison	1000 Sq. Ft.	2.40	\$ 1,152.77
Schools	Per/Student	0.09	\$ 43.23

* Applicable Fees in Enterprise and Empowerment Zones are charged at 50% of the posted rates.

E. Sign Permits

Face Area	Fee
0 to (20) square feet	\$1.60 sq. ft.
> twenty (20) square feet but < sixty-one (61) square feet.	\$1.60 sq. ft.
> sixty-one (61) square feet.	\$1.60 sq. ft.
Banner Sign (per sign) (Inspection fee does not apply)	\$25.00
Reface a sign (inspection fee does not apply)	\$1.60 sq. ft.
Temporary Use Directional Sign (TUD)	\$25
TUD sign redemption fee	\$25 per sign

(fee per calendar year per real estate agency, plus \$5 for each additional sign)

Sign Permit Fee Calculation = base fee + inspection fee (\$35.00)

Banner sign just the base fee (\$25 or \$35 respectively)

F. Right-of-way License

	Fee
Original License	\$ 350.00

G. Lien Fees

	Fee
Filing of Lien	Per current Williamson County rate
Release of Lien	Per current Williamson County rate

II. Public Safety**A. Fire**

Fire Department Fees	Fee
Annual Safety Inspection - Commercial Buildings	\$ -
Re-inspection Fee - After Second Inspection	\$ 50.00
Re-inspections of Annual Safety Inspection, Fire Final and Fire Protections System Tests	\$ 100.00
Fire Reports	\$ 3.00
Controlled Burn (in city limits)	\$ 20.00

To be paid in advance by licensed party who holds permit.

Inspections/Tests	Fee
Hospital	\$ 100.00
Day Care Centers (providing care for less than 10)	\$ 25.00
Day Care Centers (providing care for 11 or more)	\$ 50.00
Nursing Homes	\$ 100.00
Home Foster/Adoption	\$ 15.00
Assisted Living Institutions	\$ 50.00
Tank and pipe installation for fuel distribution	\$ 150.00
LP Tank Storage Installation	\$ 150.00
Hydrant flow test	\$ 100.00
Kitchen Vent Hood suppression system	\$ 50.00
Alternative fire suppression systems (spray booths, Dry/Wet Chem. Etc.)	\$ 75.00

To be paid in advance by licensed party who holds permit.

Plan Review Fees	Fee	
Site and Subdivision plans	\$ 100.00	
Building Plans - new shell buildings	\$ 100.00	+ 0.04 per sq ft of interior build out
Building plan - new tenant space	\$ 100.00	+ 0.04 per sq ft
Building plan - remodel of existing tenant space	\$ 75.00	
Automatic Sprinkler Systems (New):		
Less than 6000 sq ft	\$ 75.00	
6001-12,000 sq ft	\$ 100.00	
Greater than 12,000 sq ft (max fee \$600.00)	\$ 200.00	+0.01 per sq ft over 12,000 sq ft
Automatic Sprinkler Systems remodel over 20 heads	\$ 75.00	
Standpipe Systems	\$ 75.00	
Fire Alarm Systems	\$ 75.00	200 or fewer devices
	\$ 150.00	+0.50 per device over 200 devices

To be paid in advance by licensed party who holds permit.

* These fees are assessed against the insurance companies of those individuals requesting EMS service at which the Fire Department responded.

Apparatus	Fee	
Class A Pumper	\$ 450.00	per truck, per hour
Aerial Apparatus	\$ 600.00	per truck, per hour
Tanker Apparatus	\$ 350.00	per truck, per hour
Brush Truck	\$ 325.00	per truck, per hour
Heavy Rescue Truck (staffed with 2 personnel)	\$ 500.00	per truck, per hour
Command Unit	\$ 150.00	per hour
Chief Vehicle	\$ 150.00	per hour
Rehab (staffed with 1 personnel)	\$ 75.00	per hour
Medical Response Vehicle (staffed with 2 personnel)	\$ 150.00	per truck, per hour

Personnel	Fee	
Firefighter	\$ 35.00	per hour
Haz-Mat Tech	\$ 40.00	per hour
Haz-Mat Operation	\$ 35.00	per hour
Haz-Mat Awareness	\$ 25.00	per hour
Fire Inspectors	\$ 35.00	per hour
Fire Investigators	\$ 75.00	per hour
Swift Water Team	\$ 200.00	per hour
Incident Commander	\$ 75.00	per hour

Haz-Mat	Fee	
Absorbent	\$ 17.00	per bag
Drum Liners	\$ 8.00	each
Lite-Dri	\$ 20.00	per 50lb bag
Top-Sol	\$ 30.00	per bag
Barricade Tape	\$ 20.00	per roll
Poly Sheeting	\$ 50.00	per roll
Plug and Patch Kit	\$ 30.00	each
Disposable Coveralls	\$ 20.00	each
Latex Gloves	\$ 5.00	pair
Disposable Goggles	\$ 10.00	pair
Broom	\$ 20.00	each
Shovel	\$ 50.00	each

Protective Equipment Replacement	Fee	
Helmet	\$ 275.00	each
Nomex Hood	\$ 25.00	each
Bunker Coat	\$ 800.00	each
Bunker Pants	\$ 800.00	each
FF Boots	\$ 275.00	pair
FF Gloves	\$ 65.00	pair

Firefighting Agents	Fee	
AFFF Foam	\$ 22.00	per gallon
Class A Foam	\$ 17.00	per gallon
Light Water	\$ 20.00	per gallon
Super-All	\$ 20.00	per gallon
Micro-Blaze	\$ 30.00	per gallon

Emergency Medical Service	Fee	
Flat Rate	\$ 300.00	per incident
Biohazard	\$ 10.00	per incident
AED (use of FD Automatic External Defibrillator)	\$ 200.00	each use
AED Pads	\$ 25.00	each use
Dispatch Fee	\$ 80.00	per incident
CPR	\$ 150.00	each patient
Spinal Immobilization	\$ 200.00	each patient

Firefighting Equipment Replacement	Fee	
Hose 1.0"	\$ 75.00	each 50'
Hose 1.75"	\$ 115.00	each 50'
Hose 2.5"	\$ 145.00	each 50'
Hose 3.0"	\$ 225.00	each 50'
Hose 5.0"	\$ 685.00	each 100'
Hose 1.0" booster	\$ 125.00	each 50'
SCBA Air Mask	\$ 240.00	each
SCBA Air Mask complete	\$ 2,300.00	each
SCBA Spare Cylinders	\$ 570.00	each
12' Roof Ladder	\$ 275.00	each
14' Roof Ladder	\$ 335.00	each
24' Extension Ladder	\$ 525.00	each
35' Extension Ladder	\$ 925.00	each
A-Frame Combo Ladder	\$ 414.00	each
PASS Alarm	\$ 200.00	each
Motorola Portable Radio VHF	\$ 1,000.00	each
Motorola Portable Radio 800 MHz	\$ 3,500.00	each
Fog Nozzle 1.5-1.75"	\$ 625.00	each
Fog Nozzle 1.0"	\$ 510.00	each
Fog Nozzle 2.5"	\$ 680.00	each
Fog Nozzle 2.5" Play pipe	\$ 1,095.00	each
Fog Nozzle 2.5" Master	\$ 825.00	each
Stacked Tips w/Shaper	\$ 566.00	each
Deluge Monitor w/o pie & tips	\$ 2,080.00	each
Foam Aerator Tube	\$ 396.00	each
8' Attic Folding Ladder	\$ 230.00	each
10' Attic Folding Ladder	\$ 255.00	each

Note: This list is not all-inclusive of equipment that may be damaged or contaminated during the course of a response effort. Additional equipment that is not herein listed may be charged at actual replacement costs.

Rescue Equipment Used	Fee	
Rescue Tools: Spreaders, Cutters, Rams	\$ 300.00	per hour
Porta Power	\$ 85.00	per hour
Ajax Cutting Tool	\$ 35.00	per hour
Acetylene Cutting Kit	\$ 185.00	per hour
Milwaukee Saws-All	\$ 65.00	per hour
Air Impact Tools	\$ 85.00	per hour
Oxygen with Mask	\$ 90.00	per hour
Air Bags	\$ 275.00	per hour

Fire Equipment Used	Fee	
Cellular Phone w/long dist. Chg.	\$ 25.00	
Scene Lights	\$ 32.00	per hour
Hand Lights	\$ 15.00	each
Water Extinguisher	\$ 15.00	each
ABC Extinguisher	\$ 45.00	each
CO2 Extinguisher	\$ 45.00	each
Purple K Extinguisher	\$ 75.00	each
Chain Saw	\$ 40.00	per hour
Rescue (K-12) Saw	\$ 40.00	per hour
Generator	\$ 45.00	per hour
PPV Fans	\$ 50.00	per hour
Halligan Tool	\$ 12.00	per hour
Axe(s)	\$ 12.00	per hour
Bolt Cutters (HD)	\$ 12.00	per hour
Salvage Covers	\$ 25.00	each
Hall Runner	\$ 15.00	each
Rolls of Plastic	\$ 30.00	each
Gas Plug/Gasoline Plug Kit	\$ 45.00	
Explosive Meter	\$ 180.00	
Barricade/Scene Tape	\$ 20.00	
Tank, Portable/Fold-a-Tank	\$ 150.00	
K-Tool	\$ 20.00	
Windshield Tool	\$ 10.00	

* These fees are assessed against the insurance companies of those individuals requesting EMS service at which the Fire Department responded.

Fines for Negligent or Irresponsible Actions

- 1 A fine shall be charged for negligent, irresponsible, or otherwise unacceptable and malicious acts.
- 2 The Fire Department may file charges in Municipal Court by the Taylor Fire Department, and a fine may be accessed.
Any such fine shall be in addition to any fees charged.
- 3 Fines for such acts shall be assessed as follows:
Misadventure and/or Deliberate Risk taking. (each incident) - \$200.00 minimum plus Municipal Court Costs, if any.
Failure to respond to Lawful Warning or Order. (each occurrence) - \$200.00 minimum plus Municipal Court Costs, if any.
Injury to Fire Personnel due to deliberate act. (each injury) - Any and All medical costs incurred by the employee, rehabilitation costs, loss of income, and any further compensation that may be necessary.
Damage to Fire Apparatus, Equipment or Property due to a deliberate act. (each item) - the replacement cost of the individual item. (see list)
- 4 Unauthorized Control Burn Fee - Any burning that violates the city ordinance or state law not allowing burning thirty minutes before dawn or thirty minutes after dusk. (each incident) - \$150.00 plus Municipal Court Costs, if any.

B. Police	Fee	
Fingerprinting Service-	\$ 10.00	per set
Applicant Fingerprintin Cards	\$ 2.50	per card
Accident Reports	\$ 6.00	per report
CD of Report	\$ 5.00	per CD
Police Reports	\$ 0.25	per page
Security Fee for Off Duty Police Officers- (3 hours/officer minimum)	\$ 38.00	per hour
Hourly rate for police unit (vehicle)	\$ 50.00	per hour
Alarm Panel Monitoring Subscription	\$ 24.00	per month
Parade Permit	\$ 25.00	
Dispatching fee for other jurisdictions-	By Contract	As negotiated by City Manager and approved by City Council.

C. Animal Control**Dog Registration/Pound Fees**

	Fee	
Dog/Cat Registration-Altered* (proof is required)	\$ 5.00	per tag
Dog/Cat Registration-Unaltered*	\$ 15.00	per tag
Return charge for loose animals that are picked up	\$ 35.00	per occurrence
Return charge for loose animals that are picked up (2nd occurrence per annum)	\$ 55.00	
Return charge for loose animals that are picked up (3rd occurrence per annum)	\$ 75.00	
Return charge for loose livestock that are picked up	\$ 65.00	per occurrence
Boarding of animals - On or off-Site Boarding of Animals	\$ 15.00	per day
Rabies vaccination	\$ 25.00	per year
Pick-up deceased animal—on call—	\$ 35.00	per occurrence
Pick-up deceased animal - After hours	\$ 50.00	per occurrence
Pick-up live animal —on call—	\$ 20.00/\$35.00	per occurrence
Pick-up live animal —After hours	\$ 50.00	per occurrence
Fee for dropping off animal.	\$ 35.00/\$30.00	per occurrence
Litter (under 10 weeks of age) drop off	\$ 60.00	
Specialized Food Fee	\$ 10.00	
Adoption Fee	\$ 80.00	
Adopting a Dispatching fee to other jurisdictions	No contract at this time	

* If done by veterinarian, the veterinarian retains \$1.50 of the fee and remits remainder to the City.

All veterinarian costs incurred are passed on to the owner.

Rabies quarantine fee is 10 days boarding, plus pickup fee, plus registration fee.

III. Public Works**Solid Waste Collection****A. Residential Customers-** collected by City on monthly utility bill.

Pick up once per week	Fees			
Container/Size	Base Rate	+ Franchise Fee 10%	+ Sales tax (8.25%)	Total Fee- Monthly
Single 96 gallon cart	\$ 11.05	\$ 1.11	\$ 0.91	\$ 13.07
Single 65 gallon cart	\$ 9.52	\$ 0.95	\$ 0.79	\$ 11.26
Each Additional cart	\$ 3.60	\$ 0.36	\$ 0.30	\$ 4.26

B. One time collection of bulky wastes on call

Container /Size	Delivery Charge	Daily Rental	Cost per Haul
2 cu. Yards	\$60.72	\$3.65	\$60.72
3 cu. Yards	\$60.72	\$3.65	\$60.72
4 cu. Yards	\$60.72	\$3.65	\$60.72
6 cu. Yards	\$60.72	\$3.65	\$60.72
8 cu. Yards	\$60.72	\$3.65	\$60.72
10 cu. Yards	\$60.72	\$3.65	\$60.72

C. Commercial Customers- Monthly price includes 8.25% sales tax and 10% franchise fee.

Container /Size	Frequency of Service	Base Fee/Mo.	+ Franchise Fee 10%	+ Sales tax (8.25%)	Total Fee- Monthly	Add'n Pickup
96 Gallon Cart	One X per week pick up	\$ 17.37	\$ 1.74	\$ 1.43	\$ 20.54	\$ 25.00
2 cu. Yards	One X per week pick up	\$ 48.11	\$ 4.81	\$ 3.97	\$ 56.89	\$ 25.00
3 cu. Yards	One X per week pick up	\$ 62.97	\$ 6.30	\$ 5.20	\$ 74.46	\$ 35.00
4 cu. Yards	One X per week pick up	\$ 79.66	\$ 7.97	\$ 6.57	\$ 94.20	\$ 45.00
6 cu. Yards	One X per week pick up	\$ 99.57	\$ 9.96	\$ 8.21	\$ 117.74	\$ 55.00
8 cu. Yards	One X per week pick up	\$ 121.14	\$ 12.11	\$ 9.99	\$ 143.25	\$ 65.00
10 cu. Yards	One X per week pick up	\$ 147.67	\$ 14.77	\$ 12.18	\$ 174.62	\$ 75.00

96 Gallon Cart	Two Xs per week pick up	\$ 24.88	\$ 2.49	\$ 2.05	\$ 29.42	\$ 25.00
2 cu. Yards	Two Xs per week pick up	\$ 79.66	\$ 7.97	\$ 6.57	\$ 94.20	\$ 25.00
3 cu. Yards	Two Xs per week pick up	\$ 109.53	\$ 10.95	\$ 9.04	\$ 129.52	\$ 35.00
4 cu. Yards	Two Xs per week pick up	\$ 139.38	\$ 13.94	\$ 11.50	\$ 164.82	\$ 45.00
6 cu. Yards	Two Xs per week pick up	\$ 164.34	\$ 16.43	\$ 13.56	\$ 194.33	\$ 55.00
8 cu. Yards	Two Xs per week pick up	\$ 200.78	\$ 20.08	\$ 16.56	\$ 237.42	\$ 65.00
10 cu. Yards	Two Xs per week pick up	\$ 232.33	\$ 23.23	\$ 19.17	\$ 274.73	\$ 75.00

96 Gallon Cart	Three X s per week pick up	\$ 30.32	\$ 3.03	\$ 2.50	\$ 35.85	\$ 25.00
2 cu. Yards	Three X s per week pick up	\$ 98.59	\$ 9.86	\$ 8.13	\$ 116.58	\$ 25.00
3 cu. Yards	Three X s per week pick up	\$ 155.98	\$ 15.60	\$ 12.87	\$ 184.45	\$ 35.00
4 cu. Yards	Three X s per week pick up	\$ 201.66	\$ 20.17	\$ 16.64	\$ 238.46	\$ 45.00
6 cu. Yards	Three X s per week pick up	\$ 243.93	\$ 24.39	\$ 20.12	\$ 288.45	\$ 55.00
8 cu. Yards	Three X s per week pick up	\$ 282.09	\$ 28.21	\$ 23.27	\$ 333.57	\$ 65.00
10 cu. Yards	Three X s per week pick up	\$ 321.92	\$ 32.19	\$ 26.56	\$ 380.67	\$ 75.00

Container /Size	Frequency of Service	Base Fee/Mo.	+ Franchise Fee 10%	+ Sales tax (8.25%)	Total Fee- Monthly	Add'n Pickup
96 Gallon Cart	Four X s per week pick up	\$ 37.91	\$ 3.79	\$ 3.13	\$ 44.83	\$ 25.00
3 cu. Yards	Four X s per week pick up	\$ 183.52	\$ 18.35	\$ 15.14	\$ 217.01	\$ 35.00
4 cu. Yards	Four X s per week pick up	\$ 242.66	\$ 24.27	\$ 20.02	\$ 286.95	\$ 45.00
6 cu. Yards	Four X s per week pick up	\$ 274.52	\$ 27.45	\$ 22.65	\$ 324.62	\$ 55.00
8 cu. Yards	Four X s per week pick up	\$ 347.32	\$ 34.73	\$ 28.65	\$ 410.71	\$ 65.00
10 cu. Yards	Four X s per week pick up	\$ 416.49	\$ 41.65	\$ 34.36	\$ 492.50	\$ 75.00

96 Gallon Cart	Five X s per week pick up	\$ 46.99	\$ 4.70	\$ 3.88	\$ 55.57	\$ 25.00
3 cu. Yards	Five X s per week pick up	\$ 227.51	\$ 22.75	\$ 18.77	\$ 269.03	\$ 35.00
4 cu. Yards	Five X s per week pick up	\$ 315.16	\$ 31.52	\$ 26.00	\$ 372.68	\$ 45.00
6 cu. Yards	Five X s per week pick up	\$ 335.19	\$ 33.52	\$ 27.65	\$ 396.36	\$ 55.00
8 cu. Yards	Five X s per week pick up	\$ 438.31	\$ 43.83	\$ 36.16	\$ 518.30	\$ 65.00
10 cu. Yards	Five X s per week pick up	\$ 549.26	\$ 54.93	\$ 45.31	\$ 649.50	\$ 75.00

Delivery Charge:

20 yd Roll-off	Per Delivery	\$ 115.98	\$ 11.60	\$ 9.57	\$ 137.15
30 yd Roll-off	Per Delivery	\$ 115.98	\$ 11.60	\$ 9.57	\$ 137.15
40 yd Roll-off	Per Delivery	\$ 115.98	\$ 11.60	\$ 9.57	\$ 137.15

Daily Rental:

20 yd Roll-off	Per Day	\$ 1.79	\$ 0.18	\$ 0.15	\$ 2.12
30 yd Roll-off	Per Day	\$ 1.79	\$ 0.18	\$ 0.15	\$ 2.12
40 yd Roll-off	Per Day	\$ 1.79	\$ 0.18	\$ 0.15	\$ 2.12

Cost per Haul:

20 yd Roll-off	Per Haul	\$ 356.85	\$ 35.69	\$ 29.44	\$ 421.98
30 yd Roll-off	Per Haul	\$ 428.22	\$ 42.82	\$ 35.33	\$ 506.37
40 yd Roll-off	Per Haul	\$ 499.59	\$ 49.96	\$ 41.22	\$ 590.77

D. Industrial Solid Waste Collection Services- collected by service provider

Total monthly bill of industrial customer x	+ Franchise Fee 2%
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E. Charges for Spring and Fall Clean Up

Per standard pick-up truck load	\$ 10.00
Trailer (16 to 18 Foot.)	\$ 20.00

F. Assessments

Assessments	Fee
Lot Clean up	Actual Cost + 10% admin. Fee
Paving assessment	N/A

IV. Public Facility Rental

A. Structures

Structures	Fee
Upper Pavilion Rental	\$ 150.00 per day +\$100 refundable deposit
Lower Pavilion Rental	\$ 130.00 per day + \$ 75 refundable deposit

B. Public Property

Public Property	Fee
Long term rental of space on public property for commercial purposes.	As Negotiated

V. Recreation Fees

A. Pool Admissions-Robinson Park

	Fee
Children (3 and under)	Free
Children (4 to 12 years old)	\$ 2.00
Adults (13 to 59 years old)	\$ 3.00
Seniors (60 and over)	\$ 2.00
Family Passes- 30 admissions	\$ 45.00
Family Passes- 60 admissions	\$ 90.00

Pool Admissions-Murphy Park

	Fee
Children (3 and under)	Free
Children (4 to 12 years old)	\$ 2.00
Adults (13 to 59 years old)	\$ 3.00
Seniors (60 and over)	\$ 2.00
Family Passes- 30 admissions	\$ 45.00
Family Passes- 60 admissions	\$ 90.00

B. Pool Rental

	Fee
Rental of pool for parties	The YMCA will pay the City the regular admission price paid for each person attending parties

C. Daycares and Day camps

	Fee
Use of pool by daycares and day camps	The YMCA will pay the City the regular admission price paid for each daycare child attending the pool

D. YMCA Members

	Fee
Use of pool by YMCA members	The YMCA will pay the City the appropriate gate fee for each member of the YMCA attending the pool

E. Swim lessons

	Fee
Swim lessons provided by the YMCA	The YMCA will pay the City \$5 for each swim lesson participant

F. Recovery Fee (ALL City Fields)

	Fee
Per Person/Per Season	\$ 5.00 All Sports Included

G. Athletic Fields: (Taylor Regional Park & Sports Complex Only)

	Fee	
Rentals (per field, per day)	\$50.00 \$70.00	
Deposit	\$ 250.00	Include concession, if applicable
Lights (per hour, per field)	\$ 20.00	
Field Attendant (per attendant, per hour)	\$ 17.00	Minimum of 2 attendant

H. Concession Stand:(Taylor Regional Park & Sport Complex)

	Fee
Deposit	\$ 250.00
Rentals (per day, per concession stand)	\$ 50.00

Vendors and Concession Rentals Pay 10% of gross receipts.

I. General Use: (Taylor Regional Park & Sport Complex)

	Fee
Deposit	\$ 100.00
Practice: per field, per month (2per wk@ 2 hrs each)	\$ 200.00

(Robinson Park)	Fee	
Deposit (weekend rental)	\$ 100.00	
Maintenance to Robinson field outside regular operating hours	\$34.00 per hour	at the request of the renter

VI. Utilities

A. Deposits for all single family, commercial, industrial, irrigation accounts per connection.

Deposits waived on additional connections to those customers that have a current City of Taylor utility account with good payment history during the last five years. Good

Meter Size	Avg. consumption	Deposit Amount
5/8" x 3/4"	< 10,000 gallons per month *	\$ 100.00
3/4"	< 10,000 gallons per month *	\$ 120.00
1"	< 10,000 gallons per month *	\$ 130.00
1-1/2"	< 15,000 gallons per month *	\$ 175.00
2"	< 15,000 gallons per month *	\$ 225.00
3"	< 15,000 gallons per month *	\$ 275.00
4"	< 25,000 gallons per month *	\$ 425.00
6"	< 25,000 gallons per month *	\$ 625.00
8"	< 50,000 gallons per month *	\$ 1,025.00
10"	< 75,000 gallons per month *	\$ 1,525.00
12"	< 150,000 gallons per month *	\$ 2,525.00

If average monthly consumption is found to be in excess of minimum, customer may be assessed additional deposit as determined by City

Deposits for all multi- family dwelling accounts per connection.

Deposits waived on additional connections to those customers that have a current City of Taylor utility account with good payment history during the last five years. Good

Meter Size	Factor	Avg. consumption	Deposit Amount
5/8" x 3/4"	\$100 + (((# units -1) x 0.7) x \$100)	< 10,000 gallons per month	Calculated
3/4"	\$120 + (((# units -1) x 0.7) x \$100)	< 10,000 gallons per month	Calculated
1"	\$130 + (((# units -1) x 0.7) x \$100)	< 10,000 gallons per month	Calculated
1-1/2"	\$175 + (((# units -1) x 0.7) x \$100)	< 15,000 gallons per month	Calculated
2"	\$225 + (((# units -1) x 0.7) x \$100)	< 15,000 gallons per month	Calculated
3"	\$275 + (((# units -1) x 0.7) x \$100)	< 15,000 gallons per month	Calculated
4"	\$425 + (((# units -1) x 0.7) x \$100)	< 25,000 gallons per month	Calculated

If average monthly consumption is found to be in excess of minimum, customer may be assessed additional deposit as determined by City

B. Tap Fees

Water Taps

Tap Size	Fee/Tap
1"	\$1,048.00
1.5"	\$1,480.00
2"	\$1,668.00

Sewer Taps

Tap Size	Fee/Tap
2"	\$800.00
4"	\$929.00
6"	\$993.00

C. Backflow Prevention

Sprinkler System Permit and Inspection

Fee
Initial Permit
\$ 25.00

D. Water Rates

Rates for all single family, commercial, industrial and irrigation accounts per connection.

Meter Size	Initial Consumption	Minimum Charge	Minimum Charge
5/8" x 3/4"	First 2,000 gallons consumed in billing period	\$ 22.31	\$ 24.54
1"	First 2,000 gallons consumed in billing period *	\$ 23.08	\$ 25.39
1"	First 2,000 gallons consumed in billing period.	\$ 30.72	\$ 33.79
1-1/2"	First 2,000 gallons consumed in billing period	\$ 51.55	\$ 56.71
2"	First 2,000 gallons consumed in billing period	\$ 76.66	\$ 84.33
3"	First 2,000 gallons consumed in billing period	\$ 135.27	\$ 148.80
4"	First 2,000 gallons consumed in billing period	\$ 218.99	\$ 240.89
6"	First 2,000 gallons consumed in billing period	\$ 428.09	\$ 470.90

* Total Charge includes monthly minimum plus \$4.55 \$5.01 per 1,000 gallons in excess of 2,000 gallon minimum per billing period.

Rates for all multi- family dwelling accounts per connection.

Meter Size	Initial Consumption	Minimum Charge	Minimum Charge
5/8" x 3/4"	First 2,000 gallons consumed in billing period	\$ 22.31	\$ 24.54
1"	First 2,000 gallons consumed in billing period	\$ 30.72	\$ 33.79
1-1/2"	First 2,000 gallons consumed in billing period	\$ 51.55	\$ 56.71
2"	First 2,000 gallons consumed in billing period	\$ 76.66	\$ 84.33
3"	First 2,000 gallons consumed in billing period	\$ 135.27	\$ 148.80
4"	First 2,000 gallons consumed in billing period	\$ 218.99	\$ 240.89
6"	First 2,000 gallons consumed in billing period	\$ 428.09	\$ 470.90

+ \$8.79 \$9.67 for each LUE
+ \$8.79 \$9.67 for each LUE
+ \$8.79 \$9.67 for each LUE
+ \$8.79 \$9.67 for each LUE
+ \$8.79 \$9.67 for each LUE
+ \$8.79 \$9.67 for each LUE
+ \$8.79 \$9.67 for each LUE

Total monthly charge includes monthly minimum plus \$4.55 \$5.01 per 1,000 gallons in excess of 2,000 gallon minimum per billing period plus \$8.79 \$9.67 LUE charge per unit minus 1.

Unmetered Fire Protection Systems per connection.

Service Size	Minimum Charge
2"	\$ 8.00
6"	\$ 20.00
8"	\$ 30.00

Bulk Water Rate \$5.00 per 1,000 gallons

E. Sewer Rates

Rates for all Single Family Dwelling accounts per connection.

Meter Size	Initial Consumption	Minimum Charge	Minimum Charge
5/8" x 3/4"	First 2,000 gallons consumed in billing period	\$ 14.91	\$ 16.40
1"	First 2,000 gallons consumed in billing period	\$ 14.91	\$ 16.40
1-1/2"	First 2,000 gallons consumed in billing period	\$ 14.91	\$ 16.40
2"	First 2,000 gallons consumed in billing period	\$ 14.91	\$ 16.40
3"	First 2,000 gallons consumed in billing period	\$ 14.91	\$ 16.40
4"	First 2,000 gallons consumed in billing period	\$ 14.91	\$ 16.40
6"	First 2,000 gallons consumed in billing period	\$ 14.91	\$ 16.40

Total "charge" includes monthly minimum ~~plus \$ 4.83~~ **\$5.31** per 1,000 gallons in excess of 2,000 gallon minimum. Excess usage (above the 2,000 gallon minimum) is based on three consecutive months average water billing during low use period (December, January and February).

Rates for all multi- family dwelling, commercial and industrial accounts per connection.

Meter Size	Initial Consumption	Minimum Charge	Minimum Charge
5/8" x 3/4"	First 2,000 gallons consumed in billing period	\$ 14.91	\$ 16.40
1"	First 2,000 gallons consumed in billing period	\$ 14.91	\$ 16.40
1-1/2"	First 2,000 gallons consumed in billing period	\$ 14.91	\$ 16.40
2"	First 2,000 gallons consumed in billing period	\$ 14.91	\$ 16.40
3"	First 2,000 gallons consumed in billing period	\$ 14.91	\$ 16.40
4"	First 2,000 gallons consumed in billing period	\$ 14.91	\$ 16.40
6"	First 2,000 gallons consumed in billing period	\$ 14.91	\$ 16.40

* Total monthly charge includes monthly minimum ~~plus \$4.83~~ **\$5.31** per 1,000 gallons in excess of 2,000 gallon minimum per billing period.

F. Additional Utility Service Fees

	Fee	Fee
Connect Fees	\$ 25.00	
Administrative/Processing Fee	\$ 25.00	
* Late Fee (Applied to balance of account if not paid by due date indicate on bill)	10%	
Return Check Fees	\$ 30.00	
Reread Fees	\$ 20.00	
Transfer Fee	\$ 20.00	
Meter Fees (5/8" meter only - all others at actual cost)	\$ 200.00	
Fire Hydrant Meter-Deposit	\$ 300.00	\$ 600.00
Fire Hydrant Meter-Base Fee (no consumption included)	\$ 100.00	
Return Trip Fee	\$ 20.00	
Lock Fee	\$ 25.00	
Plugged/Pulled Meter Fee	\$ 75.00	
Meter Flow Test-In-House	\$ 25.00	
3rd Party Meter Flow Test-Residential	\$ 95.00	
3rd Party Meter Flow Test-Commercial	\$ 175.00	

*being charge but noted in fee schedule

VII. Airport

A. Hangar and Tie Down Rental

	# of Units	Fee	Fee
Hangar A	10	\$ 181	\$ 185
Hangar B	5	\$ 120	\$ 122
Hangar C	12	\$ 253	\$ 258
Hangar D	12	\$ 253	\$ 258
Hangar E	8	\$ 253	\$ 258
	2	\$ 306	\$ 312
	2	\$ 340	\$ 347
Tie Down	27	\$ 35	\$ 36
Over Night Tie Down	8	\$ 5	\$ 5.10
Late Payment Fee if not paid by due date		10%	10%

Per night if no fuel is purchased

B. Airport Property

	Fee
Long term rental of hangar space in main hangar.	as negotiated
Long term rental of living quarters at airport.	as negotiated

C. Fuel Sales

	Fee
Av Gas	as determined by City Manager
Jet A	as determined by City Manager

VIII. Cemetery**A. Grave Digging Fees**

Size	Time	Fee
Normal	Week days 9a.m. to 4p.m.	\$ 600.00
	After 3:30 p.m. weekdays and Holidays/weekends	\$ 700.00
Infant or Ashes	Week days 9a.m. to 4p.m.	\$ 400.00
	After 3:30 p.m. weekdays and Holidays/weekends	\$ 500.00
Oversize	Week days 9a.m. to 4p.m.	\$ 700.00
	After 3:30 p.m. weekdays and Holidays/weekends	\$ 800.00
Dis-interment	Week days 9a.m. to 4p.m.	\$ 850.00
	After 3:30 p.m. weekdays and Holidays/weekends	\$ 1,100.00

B. Sale of Cemetery Lots

	Cost/Lot
one payment in full	\$ 700.00

*A \$25.00 fee is added to each sale for filing of deed.

Sale of Cemetery Lots(Infant/Child or Ashes)	Cost/Lot
one payment in full	\$ 350.00

*A \$25.00 fee is added to each sale for filing of deed.

C. Other

	Fee
Location and marking of grave stone	\$ 20.00
Transfer of lots/spaces by grantee	\$ 30.00

* Must be less than 5 feet long, two feet tall , 8 inches thick on a base 7 feet long
If in excess of these measurements, price set by City Manager.

IX. Miscellaneous Fees and Permits**A. Taxicab**

	Fee	
Vehicle permit fee	\$ 150.00	Per vehicle
Taxicab Driver's Permit	\$ 25.00	Per year
Horse drawn Carriage Permit	\$25.00	6 mos

B. Street Closures

	Fee	
Special Event (Non-Parade Non- Filming)	\$ 75.00	
Parade	\$ 75.00	
Filming	\$ 250.00	+ min. of one Police Officer and vehicle at rates specified in II.B

C. Library Services

	Fee	
Non- Resident Library Cards - Individual	\$ 10.00	per Year
Non- Resident Library Cards - Family	\$ 25.00	per Year
Replace Library Card (for 1st replacement)	\$ 1.00	
All additional replacement cards	\$ 5.00	
Copies - Black and White (per impression)	\$ 0.10	per impression
Copies - Color (per impression)	\$ 1.00	per impression
Fines for overdue Books (per day up to maximum cost to replace)	0.10 per day	\$5.00 maximum cost
Lost or damaged book fee	Cost to replace or repair	
Blank Floppy Diskette	\$ 1.00	per disc
Interlibrary Loan	Cost of return postage	
Processing Fee (damage or lost books)	\$ 5.00	Non-refundable

Organizations, groups or businesses reserving the Meeting Room.

	Fee
Refundable Deposit	\$ 200.00
First two hours	\$ 50.00
After two hours for each additional hour	\$ 25.00
Use of the Meeting Room Kitchen per meeting	\$ 25.00

Should there be damages or cleaning needed, the deposit will NOT be refunded.

In addition to the deposit, charges to defray cleaning or repairs or lost of equipment will be charged to the responsible group.

D. Other

	Fee	
Occ. Tax/Skill Games	\$ 15.00	per machine per year

	Fee	
Beer/Liquor Licenses	1/2 of State Fee	per year
Peddler's License	\$25.00	for six months

	Fee	
Processing Fee for Credit Card Payments made in-house or online	\$ 3.00	

**Comparative Retail Rates
City of Taylor**

09/03/2010

	THEN					NOW	PROPOSED
	Rates as of 10-10-02	Rates as of 9/23/03	Rates as of 10/25/2004	Rates as of 11/28/2006	Rates as of 9/25/2007	Rates as of 10/1/2009	Effective as of 10/1/2010
	FY 2002-03	FY 2003-04	FY 2004-05	FY 2006-07	FY 2007-08	FY 2009-10	FY 2010-11
WATER RATES:							
Percentage of increase/decrease in rates		18.9%	-38.4%	10.0%	10.0%	10.0%	10.0%
Meter size 5/8" x 3/4"	\$ 19.50	\$ 23.19	\$ 16.76	\$ 18.44	\$ 20.28	\$ 22.31	\$ 24.54
1"	\$ 32.10	\$ 33.56	\$ 23.08	\$ 25.39	\$ 27.93	\$ 30.72	\$ 33.79
1 1/2"	\$ 68.10	\$ 59.26	\$ 38.73	\$ 42.60	\$ 46.86	\$ 51.55	\$ 56.71
2"	\$ 118.50	\$ 90.22	\$ 57.59	\$ 63.35	\$ 69.69	\$ 76.66	\$ 84.33
3"	\$ 262.50	\$ 162.51	\$ 101.63	\$ 111.79	\$ 122.97	\$ 135.27	\$ 148.80
4"	\$ 464.10	\$ 265.76	\$ 164.53	\$ 180.98	\$ 199.08	\$ 218.99	\$ 240.89
6"	\$ 649.94	\$ 523.66	\$ 321.63	\$ 353.79	\$ 389.17	\$ 428.09	\$ 470.90
Base Rate - inc. 2,000 gal							
Volume Charge per 1,000 gal	\$2.25	\$ 3.61	\$ 3.42	\$ 3.76	\$ 4.14	\$ 4.55	\$ 5.01
LUE Surcharge(Multi Family Dwellings)	\$ 5.00	\$ 10.84	\$ 6.60	\$ 7.26	\$ 7.99	\$ 8.79	\$ 9.67
SEWER RATES:*							
Percentage of increase/decrease in rates		2.9%	-5.4%	15.0%	10.0%	10.0%	10.0%
Base Rate - inc. 2,000 gal.	\$12.07	\$ 12.42	\$ 11.78	\$ 13.55	\$ 14.91	\$ 14.91	\$ 16.40
Volume Charge per 1,000 gal.	\$3.69	\$ 4.14	\$ 3.82	\$ 4.39	\$ 4.83	\$ 4.83	\$ 5.31

* Residential charge is based on winter month's average water usage (Dec-Feb)

City of Taylor, Texas
 Surrounding Cities' Water & Sewer Survey
 Residential Rates
 as of July 14, 2010

	Water Base	Water Volume Charge	Charge for 2,000 Gal	Sewer Base	Sewer Volume Charge	First 2,000	Deposit	Drainage	Termination	New / Transfer
Pflugerville	\$ 13.68	0-12,000 \$4.35/1,000 Gal 12,001-26,000 \$4.61/1000 Gal 26,001+ \$4.73/1000 Gal	\$ 22.38	\$ 18.50	0-2,999 Included in base fee 3,000+ \$3.51/1,000 Gal	\$ 18.50	\$ 125.00	No Fee	\$ 50.00 done every two months	No Fees
<i>there are varied water & sewer rates depending on which of several subdivisions the customer resides</i>				<i>Sewer is averaged using 3 lowest months' consumption from Nov-Feb (max 20,000 gallons)</i>						
Georgetown	\$ 16.50	All Consumption \$2.25/1,000 Gal <u>Conservation Rates June 1- Oct 31 billings</u> 0-18,000 \$2.25/1,000 Gal 19,000-29,000 \$3.00/1,000 Gal 30,000-39,000 \$4.50/1,000 Gal 40,000-74,000 \$6.00/1,000 Gal 75,000 + \$7.50/1,000 Gal	\$ 21.00	\$ 29.25 \$ 33.60	flat fee flat fee out of city limits	\$ 29.25 \$ 33.60	\$ 150.00	\$ 4.25	\$ 30.00 processed monthly	\$ 30.00 (extra \$50 for after hour or same day)
Round Rock	\$ 13.84	\$2.35/1,000 Gal <u>Conservation Rates May through October</u> 0-18,000 \$2.35/1,000 Gal 18,001 + \$2.94/1,000 Gal	\$ 18.54	\$ 12.63	\$3.23/1,000 Gal <i>Sewer is averaged using Dec-Feb consumption</i>	\$ 19.09	\$ 100.00	No Fee	\$ 50.00 monthly \$ 75.00 Same Day restoration	\$ 25.00 \$ 25.00
Hutto	\$ 18.83	0-5,000 \$5.78/1,000 Gal 5,001 to 12,000 \$6.34/1,000 Gal 12,001 to 25,000 \$6.57/1,000 Gal 25,001+ \$6.34/1,000 Gal	\$ 30.39	\$ 13.86	\$3.47/1,000 Gal <i>Sewer is averaged using Dec-Feb consumption</i>	\$ 21.82	\$ 100.00	No Fee	\$ 50.00 during office hrs. \$ 100.00 after office hrs.	\$ 30.00
Taylor	\$ 22.31	0-2,000 Included in Base 2,001 + \$4.55/1,000 Gal	\$ 22.31	\$ 14.91	\$4.83/1,000 Gal <i>Sewer is averaged using Dec-Feb consumption</i>	\$ 14.91	\$ 100.00	No Fee	\$ 25.00 monthly	\$ 25.00 \$ 20.00
Leander	\$ 32.76	All Consumption \$4.31/1,000 Gal	\$ 41.38	\$ 12.96	\$2.52/1,000 Gal <i>Sewer is averaged using Dec-Feb consumption</i>	\$ 18.00	\$ 100.00	No Fee	\$ 40.00	\$ 20.00
Cedar Park	\$ 17.77	0-2,000 Included in Base 2,001 -10,000 \$4.36/1,000 Gal 15,000+ \$5.23/1,000 Gal	\$ 17.77	\$ 21.70	0-2,000 Included in Base 2,001 + \$3.99/1,000 Gal <i>Sewer is averaged using Dec-Feb consumption</i>	\$ 21.70	\$ 100.00	No Fee	\$ 25.00 monthly	\$ 25.00 \$ 20.00
Harker Heights	\$ 9.50	All Consumption \$2.96/1,000 Gal	\$ 15.42	\$ 17.13	0-3,000 Included in Base 3,000-10,000 \$2.87/1,000 Gal <i>residential sewer isn't charged after 10,000 gallons</i>	\$ 17.13	\$ 55.00	\$ 6.00 minimum	\$ 15.00	No Fee \$ 15.00

HANGAR RENT PRICES

KILE SKYLARK FIELD, KILLEEN

CITY		254-501-8708	ROSMARY HARRIS
ELE BI	204.75/M	252.00/M	
STANDARD	232.57/M	211.57/M	190.31/M
TIEDOWN	25.00/M		

KTPL DRAUGHON-MILLER , TEMPLE

CITY		254-298-5770	SHARON ROSTOVICH
STANDARD	125.00/M		
TIEDOWN	25.00/M	4.00/DAY	

KBMQ BURNET MUNICIPAL, BURNET

KATE CRADDOCK FIELD

CITY		512-756-6093 EXT	CRISTA BROMLEY
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KHYI SAN MARCOS, SAN MARCOS

FBO RANDY KERNER		512-396-1900	RANDY KERNER
40X34 STAN	300.00/M		
CITY		512-393-8160	JACK DOUGHTY
STANDARD	150.00/M		
ELE	300.00/M		

KGTU GEORGETOWN MUNICIPAL, GEORGETOWN

CITY		512-930-3666	TRAVIS MCLAIN	SCOTT
A LARGE	682.50/M			
B DIRT	105.00/M			
C, BB, E, & F	157.50/M			
G STANDARD	220.50/M			
H, I, & J	236.25/M	ELE BI		
TIEDOWN	42.00/M			

T74 TAYLOR MUNICIPAL, TAYLOR

A	181.00/M		
B (1940)	120.00/M		
C-ELE BI	253.00/M		
D-ELE BI	253.00/M		
E-ELE BI	253.00/M	ENDS 340.00/M	
TIEDOWN	35.00/M		



City Council Meeting September 9, 2010 Agenda Item Transmittal

Agenda Item #: 8
Agenda Title: Conduct a Public Hearing on Fiscal Year 2010/11 Budget.
Council Action to be taken: Conduct Public Hearing.
Initiating Department: City Management
Staff Contact: Jim D. Dunaway, City Manager
Rosemarie Dennis, Director of Finance

1. INTRODUCTION/PURPOSE

In accordance with the Truth-in-Taxation laws, the City must conduct a public hearing on the proposed budget prior to a vote being taken.

2. DESCRIPTION /JUSTIFICATION

While Council has had two workshops on the budget, this is the only Public Hearing required by law. This public hearing will be conducted so that citizens may have an opportunity give input and discussion on the budget and tax rate for the upcoming Fiscal Year 2010/11.

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

Conduct Public Hearing.

6. REFERENCE FILES

8a. [Proposed Budget](#) for FY 2010/2011



PROPOSED BUDGET
Fiscal Year 2010-11

CITY OF TAYLOR
400 Porter Street
Taylor, Texas 76574

(Adoption date: September 9, 2010)

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CITY OF TAYLOR

CITY COUNCIL

(Bottom Row Left to Right/Second Row Left to Right):

Rodney Hortenstine- Mayor

John McDonald- Mayor Pro-Tem/District 3

Chris Osborn- Council Member/District 4

Christopher Gonzales- Council Member/District 2

Donald Hill- Council Member/District 1

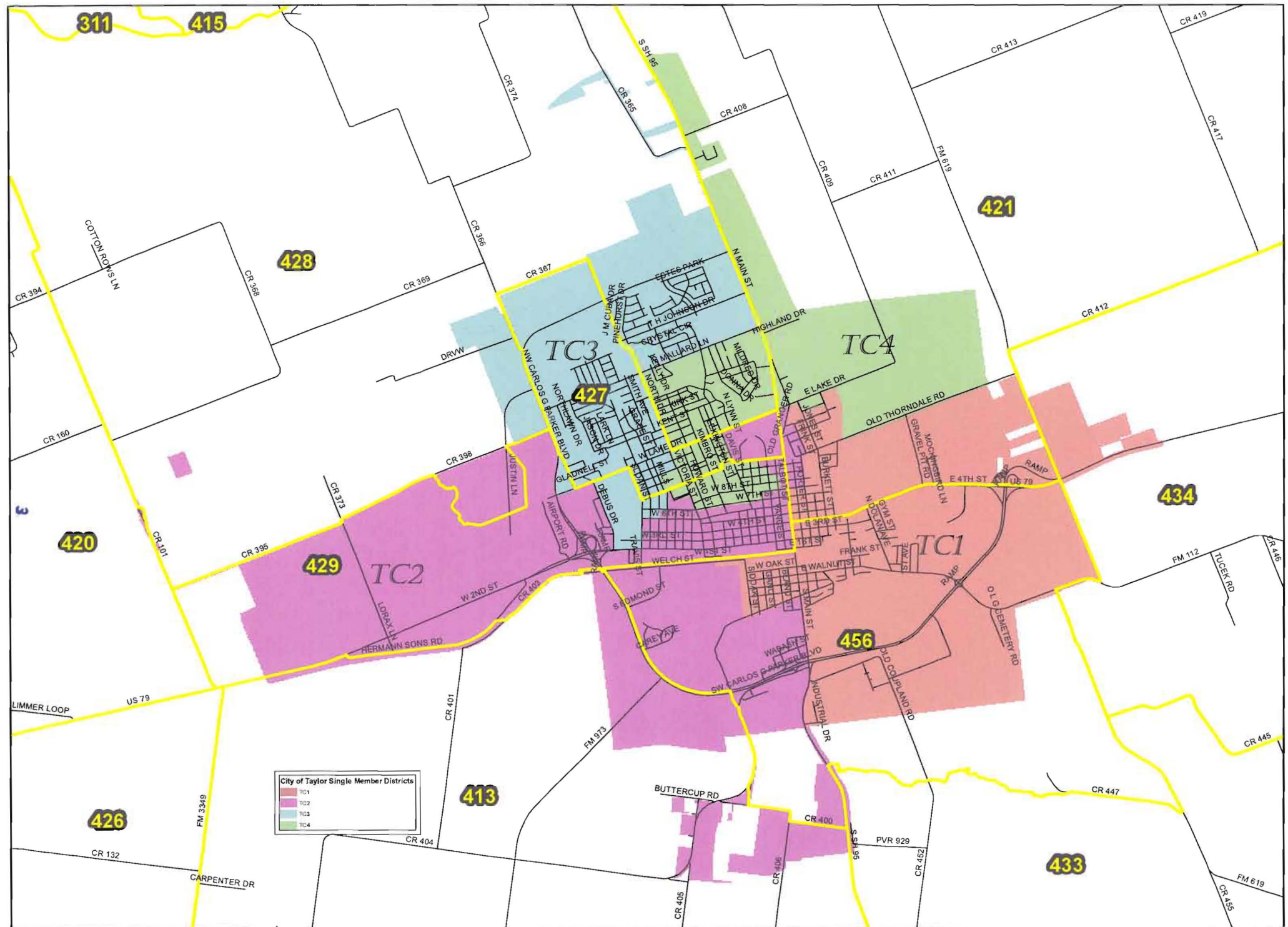
CITY OF TAYLOR
PRINCIPAL OFFICIALS

City Council

Rodney Hortenstine.....	Mayor
John McDonald.....	Mayor Pro Tem
Donald R. Hill.....	Council Member
Christopher Gonzales.....	Council Member
Chris Osborn.....	Council Member

City Staff :

Jim Dunaway.....	City Manager
Jeff Straub.....	Assistant City Manager
Ted Hejl.....	City Attorney
Susan Brock.....	City Clerk
Rosemarie Dennis.....	Director of Finance
Vacant Position.....	Police Chief
Pat Ekiss.....	Fire Chief
Karen Ellis.....	Director, Library
Bob Van Til.....	Director of Community Development
Starla Hall.....	Director, Human Resources
Danny Thomas.....	Director of Public Works
Lisa Thompson.....	Director of General Services



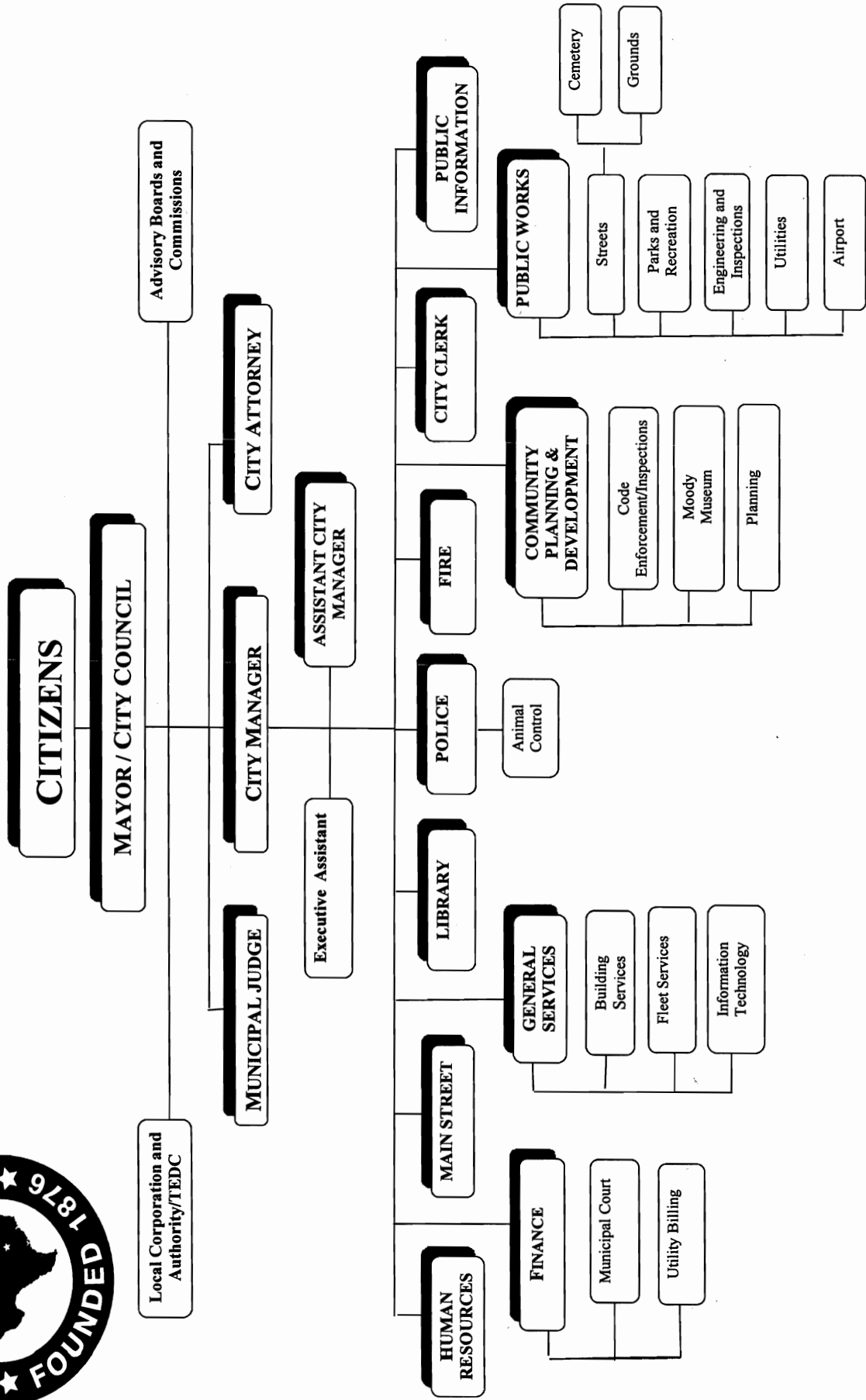
WILLIAMSON COUNTY VOTER PRECINCTS 2010
CITY OF TAYLOR

PLEASE NOTE:
 This map is for general planning purposes only. The boundaries shown are based on the most current information available to the County. The County does not warrant the accuracy of the information shown on this map. The County is not responsible for any errors or omissions on this map. The County is not responsible for any damages or losses resulting from the use of this map. The County is not responsible for any damages or losses resulting from the use of this map.

Created by: Williamson County Elections Dept
 January 23, 2010
 Map Contact: 505 Adams, Carol Lawrence
 301.05, 301.06, 301.07, 301.08
 513-943-1010 or elections@wco.net



CITY OF TAYLOR ORGANIZATIONAL CHART



City Council- Boards and Commissions



Listing of Authorized Positions

Department	Position	09-10 FTE	10-11 FTE	Department	Position	09-10 FTE	10-11 FTE
City Management/ Legal Services	City Manager	1.0	1.0	Airport	Airport Clerk (3 part-time)	0.75	0.75
	Asst City Manager	1.0	1.0		Total	0.75	0.75
	City Clerk	1.0	1.0	Cemetery	Cemetery Clerk (2 part-time)	0.50	0.50
	Total	3.0	3.0		Total	0.50	0.50
Public Information	Public Information Officer	0.0	1.0	Animal Control	Animal Control Officer	1.0	1.0
	Total	0.0	1.0		ACO (Part-time)	0.25	0.25
Human Resources	HR Director/Civil Service	1.0	1.0		Total	1.25	1.25
	Executive Asst to CM	1.0	1.0	Public Works Administration	Public Works Director	1.0	1.0
	Receptionist/Admn Clerk	1.0	1.0		Administrative Assistant	1.0	1.0
	Total	3.0	3.0		Total	2.0	2.0
Finance	Director of Finance	1.0	1.0	Street Division	Street Superintendent	1.0	0.0
	Accountant	1.0	1.0		Public Works Superintendent	0.0	1.0
	Payroll/Acct Specialist	1.0	1.0		Administrative Assistant	1.0	1.0
	Account Clerk	1.0	1.0		* Crew Leader II [Frozen]	1.0	1.0
	Total	4.0	4.0		Crew Leader	1.0	1.0
Municipal Court	Municipal Court Admin	1.0	1.0		* Heavy Equip Operator[1 Frozen]	3.0	3.0
	Deputy Court Clerk	2.0	2.0		Light Equip Operator	1.0	1.0
	Municipal Judge(part-time)	0.5	0.5		* Laborer [1 frozen]	2.0	2.0
	Total	3.5	3.5		Total	10.0	10.0
Community Dev- Planning & Insp	Community Dev Director	1.0	1.0	Ground Maint. Division	* Grounds Supt. [Frozen]	1.0	1.0
	Bldg Insp/Code Officer	2.0	2.0		Recreation Superintendent	1.0	0.0
	Planner	1.0	1.0		Crew Leader II	2.0	1.0
	Administrative Assistant	1.0	1.0		Light Equip Operator	1.0	1.0
	Associate Planner(part-time)	0.75	0.75		Athletic Field Tech	4.0	1.0
	Total	5.75	5.75		Laborer	6.0	5.0
Main Street Program	Main St Program Manager	1.0	0.0		Total	15.0	9.0
	Main St Coordinator	1.0	1.0	Parks Recreation Division	Recreation Superintendent	0.0	1.0
	Total	2.0	1.0		Crew Leader II	0.0	1.0
Community Services	Activities Coord. (part-time)	0.5	0.5		Athletic Field Tech	0.0	3.0
	Total	0.5	0.5		* Laborer [Frozen]	0.0	1.0
Public Library	Library Director	1.0	1.0		Total	0.0	6.0
	Library Assistant	2.0	2.0	Maint Division	General Service Director	1.0	1.0
	Technology Librarian	1.0	1.0		Bldg Maint Technician	1.0	0.0
	Library Aide	3.0	3.0		Bldg Maint Supervisor	0.0	1.0
	* Library Aide(part-time)[frozen]	0.75	0.75		Custodian (Part-Time)	0.75	0.75
	Total	7.75	7.75		Custodian	1.0	1.0
Fire Suppression & Emrg Management	Fire Chief	1.0	1.0		Total	3.75	3.75
	Fire Lieutenant	6.0	6.0	Engineering/ Inspection	Public Works Inspector	2.0	2.0
	Driver/Operator	6.0	6.0		Total	2.0	2.0
	Firefighter/EMT	12.0	12.0	Information Tech	Inform. Tech. Specialist	1.0	1.0
	Admin Assistant	1.0	1.0		Total	1.0	1.0
	Total	26.0	26.0	Public Utilities Administration	Utility Billing Manager	1.0	1.0
Police- Field and Support Services	Police Chief (Frozen)	1.0	1.0		Utility Maint Worker I	1.0	1.0
	Asst. Police Chief	0.0	1.0		Service Technician	1.0	1.0
	Police Captain	2.0	2.0		Senior Utility Clerk	1.0	1.0
	Patrol Sergeant	4.0	4.0		Utility Clerk	1.0	1.0
	Patrol Corporal	4.0	4.0		Clerk	1.0	1.0
	* Patrol Officer [1 Frozen]	16.0	16.0		Total	6.0	6.0
	Communications Supervisor	1.0	1.0	Wastewater Treatment Plant	* WWP Operator III [Frozen]	1.0	1.0
	* Comm. Officer [1 Frozen]	7.0	7.0		WWP Operator II	1.0	1.0
	Administrative Assistant	1.0	1.0		WWP Operator I	1.0	1.0
	Records Supervisor	1.0	1.0		Total	3.0	3.0
	Records Clerk	1.0	1.0				
	Total	38.0	39.0				

*vacant position for FY2010-11

Listing of Authorized Positions

Department	Position	09-10 FTE	10-11 FTE
Utility Maint	Utility Superintendent	1.0	1.0
	* Asst Utility Supt. [Frozen]	1.0	1.0
	Administrative Assistant	1.0	1.0
	Crew Leader II	3.0	3.0
	Crew Leader	2.0	2.0
	Utility Maint Worker I	3.0	3.0
	Utility Maint Worker II	4.0	4.0
	Total	15.0	15.0
Fleet Services	Fleet Services Manager	1.0	1.0
	Mechanic	1.0	1.0
	Total	2.0	2.0
Grand Total		155.00	156.00

*vacant position for FY2010-11

Holidays for the City of Taylor (Observed)

New Years

Martin Luther King, Jr. Day

Good Friday (1/2 day)

Memorial Day

Independence Day

Labor Day

Veterans Day

Thanksgiving

Friday following Thanksgiving

Christmas Eve (1/2 day)

Christmas Day

CITY OF TAYLOR

COMBINED SUMMARY OF ESTIMATED REVENUES AND EXPENDITURES OF ALL FUNDS

	FY2010-11 Adopted <u>Revenues</u>	FY2010-11 Adopted <u>Expenditures</u>	FY2010-11 Adopted <u>Balance</u>
Operating Budgets:			
General Fund	\$ 10,541,195	\$ 10,541,195	0
Cemetery Fund	146,225	259,845	(113,620)
Proprietary Funds			
Utility Fund	\$ 6,856,178	\$ 6,856,178	0
Airport	445,062	442,434	2,628
Subtotal	\$ 7,301,240	\$ 7,298,612	\$ 2,628
Subtotal Operating	\$ 17,988,660	\$ 18,099,652	\$ (110,992)
Special Revenue			
Tax Increment Financing Fund	\$ 102,556	\$ 31,500	\$ 71,056
Hotel/Motel Fund	\$ 80,000	\$ 69,000	\$ 11,000
Texas Capital Fund	25,021	25,021	0
Main Street Fund	22,000	24,200	(2,200)
Cemetery Land Purchases Fund	2,430	0	2,430
Municipal Court Special Fund	17,500	31,183	(13,683)
Library Grant/Donation Fund	10,000	10,000	0
Subtotal Special Revenue	\$ 259,507	\$ 190,904	\$ 68,603
Other Funds:			
Utility Impact Fund	26,000	0	26,000
Roadway Impact Fund	27,000	0	27,000
Cemetery Permanent Fund	42,000	30,075	11,925
Subtotal	\$ 95,000	\$ 30,075	\$ 64,925
Internal Service Funds			
Fleet Services Operation Fund	\$ 602,050	\$ 602,050	0
Fleet Replacement Fund	0	146,770	(146,770)
Civil Service Fund	\$ 5,000	0	\$ 5,000
Subtotal	607,050	748,820	(141,770)
Debt Services Funds			
General & CO's I&S Fund	\$ 1,637,042	\$ 1,637,942	\$ (900)
Utility CO's I&S Fund	2,460,092	2,460,092	0
Airport CO's	37,894	37,894	0
Subtotal	\$ 4,135,028	\$ 4,135,928	\$ (900)
Total	\$ 23,085,245	\$ 23,205,379	\$ (120,134)

GENERAL FUND REVENUES

Revenue Assumptions

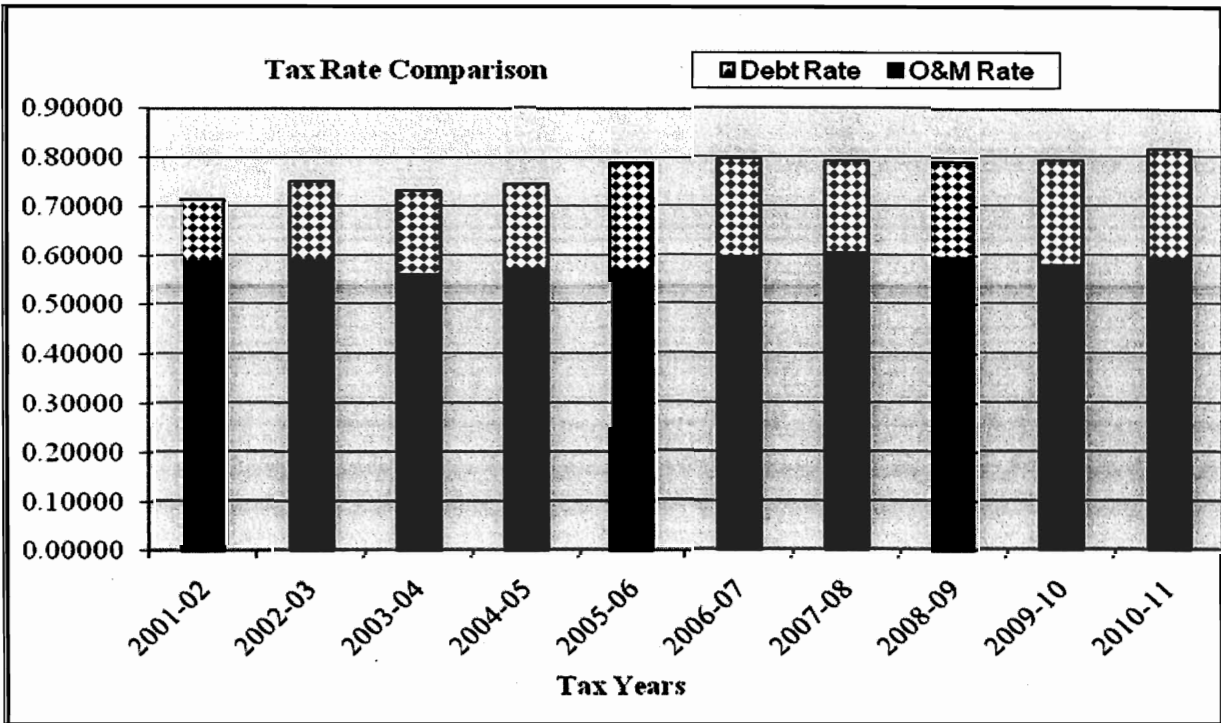
Taxes

Ad Valorem Tax- The certified 2010 taxable value per the Tax Appraisal District is \$707,758,871 which \$52,035,261 is still under review. The current tax revenue was calculated using 80% of those values still under review. This calculated to be \$41,628,209 in taxable value. Thus, giving a total taxable value of \$741,607,425 for the calculation of tax revenue. This does not include the increment for the TIF. The current rate for revenue was calculated using a maintenance and operation tax of .589826 per \$100 of taxable value and a collection rate of 97% as follows

Total Taxation Value	\$741,607,425
Proposed Tax Rate Per \$100 Valuation	<u>0.813893</u>
Gross Revenues from taxes	\$ 6,035,891
Estimated percentage of collections	<u>97%</u>
Total estimated funds from tax levy	\$ 5,854,814

Distribution of Tax Revenue:

	<u>Tax Rate</u>	<u>Total</u>
Maintenance & Operation	0.589826	\$4,216,473
Interest & Sinking	<u>0.224067</u>	<u>\$1,638,341</u>
TOTAL	0.813893(Effective tax rate)	\$5,854,814



Sales Tax- The FY2010-11 budget is \$2,369,000 which is the same amount as the FY2009-10 adopted budget. The City's sales tax revenue trend has been experiencing a decline during the FY2008-09 and FY2009-10, it is our assumption that the economy will improve.

Franchise Tax (Electric, Gas, Telephone, Cable, Mixed Beverage, Solid Waste and Misc. Occupancy Tax) - Over the past few years, franchise tax revenues have been a good indicator as to how the economy is doing. Projections for the FY2010-11 reflect a decrease from the prior year budget. This assumption is based on the projected ending revenues for FY2009-10. Franchise tax revenue in the FY2009-10 was budgeted totaling \$942,000. In the FY2010-11 budget, franchise tax is budgeted at \$876,849 which reflects a decrease from prior year's budget.

Permits & Licenses

Revenues in the permits and licenses categories reflect a decrease over the last year's budget due to a slow down turn in development in the area. The proposed budget for FY2010-11 is \$143,865 which is a decrease from the budgeted amount of \$165,000 for the FY2009-10 but projections are at \$110,700.

Intergovernmental Revenues

In this category, there are revenue sources from federal, state, county, and other local sources which come to the City by means of grants, contributions, and donation proceeds. This category is somewhat difficult to predict, since grant funding is unknown until the award and may not fall in the budget year planned.

Charges for Services

This category comprises of revenues that are charged for services rendered by the city. In the FY2010-11 proposed reflects a slight increase from the FY2009-10. This increase is reflective to the increase in solid waste charges that was approved by Council mid-year of the FY2009-10 budget. This category is 7.38% of total revenue for the general fund which is the second largest revenue category.

Transfers

In the FY2010-11 budget, includes transfers of \$929,000 from the Utility, Airport, Cemetery and Hotel/Motel Fund.

Fines & Forfeitures

Court Fines-The FY2010-11 budget reflected a total of \$288,200. The projected for court fines for FY2009-10 is estimated to be same as budgeted for FY2010-11. Court fine revenue in the FY2010-11 budget was decreased by \$26,800 or -8.3% from the FY2009-10 adopted budget. A conservative approach and a somewhat flat estimate is used.

Library fines-The FY2010-11 budgeted amount remain the same from the prior year budget reflecting a budgeted amount of \$7,500.

Miscellaneous Revenues

These categories consist of: assessments, use of money and property, donations, and sale of asset. The combined budget for these categories is budgeted at \$171,150 for the FY2010-11 which is decreased from the FY2009-10 adopted budget by \$74,750, but an increase in projected by \$841 when compared to FY2010-11 budget.

GENERAL FUND REVENUES

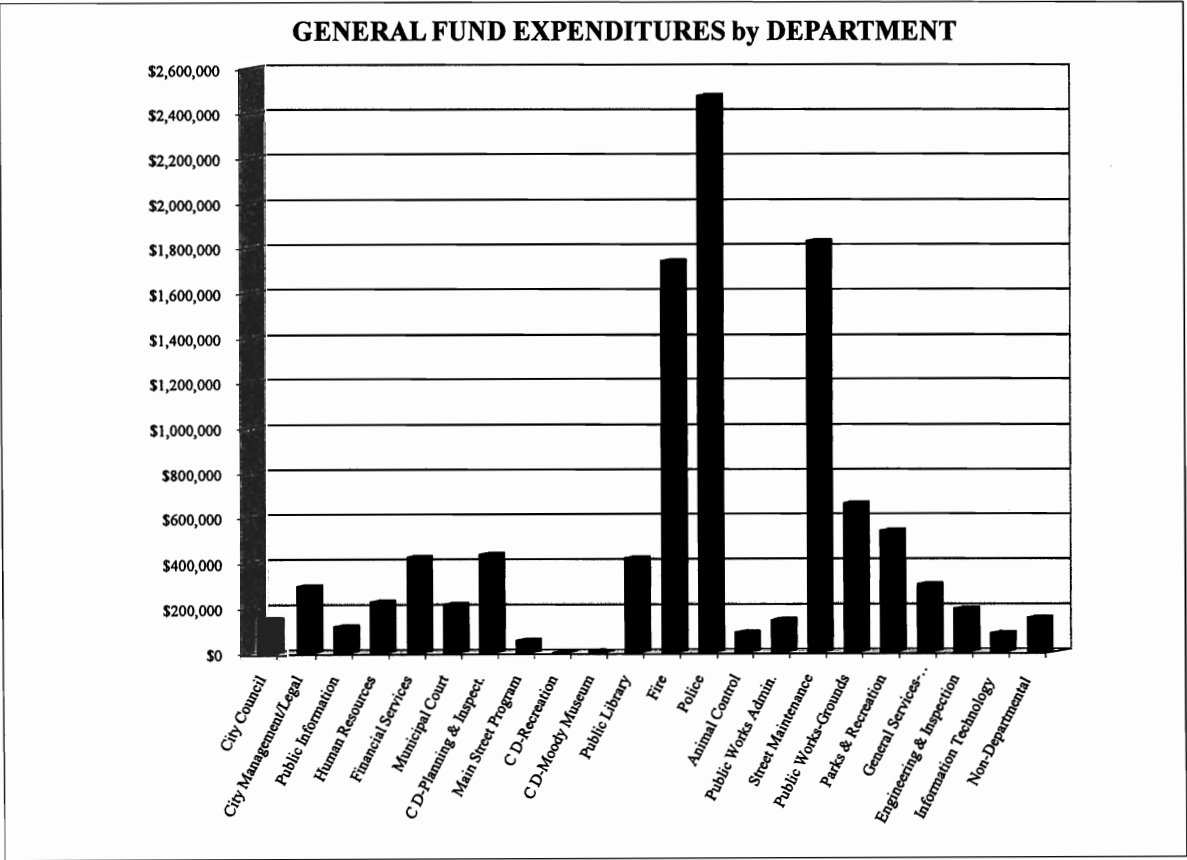
	FY2007-08	FY2008-09	FY2009-10	FY2009-10	FY2009-10	FY2010-11	% Change
	ACTUAL	ACTUAL	ADOPTED BUDGET	MID-YEAR	PROJECTED	PROPOSED BUDGET	Prior Year
310-TAXES							
111 Current Property Tax	4,102,803	4,199,922	4,262,798	3,924,794	4,200,000	4,216,473	
112 Delinquent Property Tax	61,367	63,972	60,000	36,350	100,000	80,000	
113 Property Tax-Penalty	48,830	54,148	60,000	24,214	75,000	60,000	
121 City Sales Tax	3,020,333	2,248,042	2,369,000	1,136,071	2,224,593	2,369,000	
131 Telephone	65,484	65,508	65,000	31,316	65,000	65,000	
132 Gas	134,239	88,721	143,500	35,105	89,470	90,000	
133 Mixed Beverage	1,557	1,873	1,600	979	2,000	2,000	
134 Electric	443,164	446,175	480,000	237,883	450,000	450,000	
135 Cable	119,202	120,645	121,900	60,837	124,849	124,849	
136 Solid Waste Collection	122,123	139,459	130,000	59,394	145,000	145,000	
141 Occupancy/Skill Games	330	420	360	300	345	345	
142 Occup.Tax/Mobile Homes	250	250	250	250	55	0	
SUB-TOTAL	8,119,682	7,429,135	7,694,408	5,547,493	7,476,312	7,602,667	-1.19%
320- PERMITS & LICENSES							
151 Plat/Zoning Permits	11,482	3,890	12,000	2,261	5,000	5,000	
152 Building Permit	37,851	33,322	50,000	17,730	35,000	50,000	
153 Electrical Permit	21,325	18,257	25,000	8,174	15,000	20,750	
154 Plumbing Permit	17,615	16,297	25,000	8,475	15,000	20,750	
155 Gas Permit	2,669	2,250	2,800	2,528	4,000	4,000	
156 Mechanical Permit	22,761	13,957	30,000	10,461	15,000	21,665	
162 Beer/Wines Sales License	2,672	2,658	3,000	3,602	5,200	5,200	
163 Dog Tag License	5,728	6,429	7,200	1,560	4,000	4,000	
164 Mis. Business Permit/Lic.	7,647	8,531	10,000	6,512	12,500	12,500	
SUB-TOTAL	129,750	105,591	165,000	61,303	110,700	143,865	-12.81%
330-INTERGOVERNMENTAL							
216 Civil Defense Reimb.	15,007	0	0	0	0	0	
218 USDA-RC&D Reimb.	6,500	6,500	2,000	1,500	3,000	3,000	
219 Other Federal Grants	194,438	0	10,575	7,388	10,575	0	
221 Officers Standards Grant	2,539	2,476	2,500	2,408	2,407	2,475	
229 Other State Grant	4,000	0	0	0	4,000	0	
230 Contributions from Dev/Acquist.	381,545	0	0	0	0	0	
232 Capital Area Planning Co.	750	750	0	750	750	0	
235 TISD-Police Officer Reimb.	65,000	62,893	37,500	15,234	37,500	37,500	
238 Local Reimb/Refunds	0	470	0	9,986	9,986	0	
241 Housing Authority-PILOT	6,052	0	8,000	0	0	0	
SUB-TOTAL	675,831	73,089	60,575	37,266	68,218	42,975	-29.05%
340-CHARGES FOR SERVICES							
251 Refuse Collection Charges	930,336	1,054,624	1,115,000	503,951	1,195,000	1,195,000	
258 Dog Pound Fees	10,090	11,695	10,000	3,830	10,000	10,000	
261 Pool Admission	37,327	39,084	38,000	756	39,000	39,000	
264 Pavillion/Auditorium Rent	4,247	4,507	5,500	2,645	6,000	6,000	
265 Library Services	7,473	9,719	8,000	4,314	9,500	9,500	
266 Plan Review	2,430	1,200	2,000	300	1,500	1,500	
267 Engineering/Inspection	0	9,149	30,000	2,796	5,000	5,000	
268 Library Meeting Rm. Rent	925	1,138	1,000	750	1,000	1,000	
269 TRPSC Fees	0	0	5,000	10,365	35,000	35,000	
270 League Fees	0	0	0	0	5,000	5,000	
289 Credit Card Processing Fee	2,213	3,813	4,000	1,701	3,500	3,638	
291 Fire Inspection Fee	3,543	4,454	4,500	3,449	5,000	5,000	
292 Fire Responder Ems Fee	9,935	10,463	9,000	4,357	10,000	10,000	
293 Lien Fees	120	758	700	70	200	200	
295 Police Services	22,545	31,295	30,000	15,202	30,000	30,000	
296 Management Svc-Airport	30,000	0	0	0	0	0	
297 Management Svc-Utilities	1,230,000	0	0	0	0	0	
298 Management Svc-Cemetery	30,000	0	0	0	0	0	
299 Misc. Service Fees	0	65	0	0	0	0	
SUB-TOTAL	2,321,184	1,181,964	1,262,700	554,486	1,355,700	1,355,838	7.38%

GENERAL FUND REVENUES

	FY2007-08	FY2008-09	FY2009-10 ADOPTED	FY2009-10 MID-YEAR	FY2009-10 PROJECTED	FY2010-11 PROPOSED	% Change Prior Year
	ACTUAL	ACTUAL	BUDGET			BUDGET	
<u>410-FINES & FORFEITURES</u>							
306 Court Administration Fee	43,913	47,765	40,000	16,711	40,000	40,000	
307 Def. Driving App. Fee	3,682	6,481	6,000	2,181	5,000	5,000	
308 Dismissal Fee	2,074	3,210	2,500	2,440	4,500	4,500	
309 Judicial Fee-City	1,163	1,609	1,500	678	1,500	1,500	
310 Omnibase Local Fee	1,227	(588)	1,000	745	1,200	1,200	
311 Municipal Court Fines	189,909	181,487	200,000	101,693	180,000	180,000	
312 Child Safety Fees	5,563	9,264	10,000	3,562	7,000	7,000	
313 Traffic Court Fees	4,025	6,003	6,000	2,403	6,000	6,000	
314 Warrant Fees	20,017	19,756	20,000	11,104	20,000	20,000	
315 Notice/Arrest Fees	10,425	13,464	14,000	5,755	12,000	12,000	
317 Court Time Payment Fees	10,447	10,441	14,000	5,853	11,000	11,000	
318 Library Fines	9,259	8,648	7,500	3,174	7,500	7,500	
319 Seizures/Forfeitures	4,005	899	0	0	538	0	
SUB-TOTAL	305,709	308,439	322,500	156,299	296,238	295,700	-8.31%
<u>420-ASSESSMENTS</u>							
325 Paving Lien Deposits	0	0	0	123	123	150	
326 Other Special Assessments	0	1,250	0	1,500	3,400	0	
327 Lot Clean Up Assessments	6,788	10,793	15,000	3,250	5,000	5,000	
329 Payment of Claims	1,407	2,149	2,000	0	0	0	
SUB-TOTAL	8,195	14,192	17,000	4,873	8,523	5,150	-69.71%
<u>430-USE OF MONEY & PROPERTY</u>							
331 Interest Income	159,943	66,974	100,000	21,865	50,000	50,000	
333 Rental Income (Lease)	1,065	900	900	2,500	16,000	6,000	
334 Collection/General Revenue	44,892	78,900	60,000	15,148	25,000	25,000	
335 Reimbursement/Repayment	70,082	72,063	45,000	67,323	78,000	78,000	
337 Unrealized Gain/Loss Invest.	(22,269)	(22,730)	0	(14,559)	(16,336)	0	
SUB-TOTAL	253,713	196,107	205,900	92,277	152,664	159,000	-22.78%
<u>440-DONATIONS</u>							
346 Police Equipment Donation	100	0	0	0	0	0	
349 Other Public Safety	2,110	3,900	13,000	3,356	5,000	5,000	
353 Donations Parks	0	75	0	0	1,204	0	
359 Misc. Donations	2,275	2,430	0	317	2,600	0	
SUB-TOTAL	4,485	6,405	13,000	3,673	8,804	5,000	-61.54%
<u>450-INTERFUND OPERATING TRANSFE</u>							
370 Transfer In	15,828	18,483	0	0	0	9,000	
371 Transfer from Utility Fund	0	892,500	825,788	0	825,788	850,000	
372 Transfer from Airport Fund	0	30,000	30,000	15,000	30,000	30,000	
373 Transfer from Cemetery Fund	0	40,000	40,000	20,000	40,000	40,000	
SUB-TOTAL	15,828	980,983	895,788	35,000	895,788	929,000	3.71%
<u>460-PROCEEDS GEN FIXED ASSETS</u>							
374 Sale of Surplus Equipment	3,306	4,309	10,000	1,767	2,000	2,000	
375 Sales of Land	0	15,000	0	0	0	0	
379 Sale of Misc. Assets	460	192	0	0	0	0	
SUB-TOTAL	3,766	19,501	10,000	1,767	2,000	2,000	-80.00%
TOTAL REVENUES	11,838,143	10,315,406	10,646,871	6,494,437	10,374,947	10,541,195	-0.99%
BEGINNING FUND BALANCE	2,764,288	3,478,753	3,544,401		3,544,401	3,114,456	
Increases/Decrease to Fund Bal.	47,982	190,838	(429,945)		(429,945)	0	
Prior Year Adjustment	666,483	(125,190)					
ENDING FUND BALANCE	3,478,753	3,544,401	3,114,456		3,114,456	3,114,456	

**GENERAL FUND
STATEMENT OF EXPENDITURE SUMMARY**

DEPARTMENT	FY2007-08 ACTUAL	FY2008-09 ACTUAL	FY2009-10 ADOPTED BUDGET	FY2009-10 MID-YEAR	FY2009-10 PROJECTED	FY2010-11 PROPOSED BUDGET	% Change Prior Year
500 City Council	0	0	0	0	0	149,686	
501 City Management/Legal	619,525	490,450	628,468	322,656	575,111	296,911	-52.8%
503 Public Information	0	0	0	0	0	117,162	
504 Human Resources	218,009	206,406	232,493	116,510	227,986	227,471	-2.2%
512 Financial Services	456,658	419,074	429,708	240,395	414,473	424,549	-1.2%
516 Municipal Court	191,420	212,993	214,537	113,372	218,138	215,832	0.6%
522 C D-Planning & Inspect.	407,895	459,711	436,102	237,124	439,811	436,076	0.0%
524 Main Street Program	95,807	70,436	76,277	54,851	112,807	53,040	-30.5%
526 C D-Recreation	165,162	91,201	95,179	11,104	95,179	0	-100.0%
527 C D-Moody Museum	22,010	9,030	9,090	3,260	9,010	6,825	-24.9%
532 Public Library	388,568	393,768	449,859	197,351	431,798	419,475	-6.8%
542 Fire	1,634,038	1,701,757	1,753,178	865,915	1,746,805	1,737,683	-0.9%
552 Police	2,585,681	2,522,692	2,657,013	1,348,270	2,593,303	2,473,796	-6.9%
558 Animal Control	80,924	84,477	89,554	46,446	96,543	87,474	-2.3%
561 Public Works Admin.	144,725	139,633	145,420	77,967	151,455	142,831	-1.8%
563 Street Maintenance	1,939,490	1,781,997	1,894,000	915,309	1,853,648	1,826,333	-3.6%
564 Public Works-Grounds	729,594	687,912	1,028,110	444,546	945,980	658,558	-35.9%
565 Parks & Recreation	0	0	0	0	0	537,620	
566 General Services-Bldg.&Equip.	335,126	326,398	312,917	174,480	314,537	302,582	-3.3%
573 Engineering & Inspection	236,513	221,396	185,509	128,767	227,106	193,411	4.3%
575 Information Technology	62,199	76,596	74,502	50,487	87,826	82,830	11.2%
592 Non-Departmental	1,476,818	228,639	364,900	92,986	263,376	151,050	-58.6%
	11,790,161	10,124,568	11,076,816	5,441,794	10,804,892	10,541,195	-4.8%



GENERAL FUND EXPENDITURES

Expense Assumptions

100-Employee Services- Cost directly related to the employment of personnel to perform assigned functions and task.

The total employee services budget of \$6,870,428 for FY2010-11 a decrease by \$368,446 or 5.1% over the prior year budget. This increase is primarily in salaries as well as decrease health insurance plan with Scott & White Health Plan. All employees who were on Scott & White HMO plan were moved to Consumer Choice Plan with Scott & White. There are eight full time vacant positions not budgeted, but remain as authorized position and one part-time position. However, with the new Taylor Regional Park and Sport Complex being completed in early 2010 six positions were budgeted for in the FY2009-10, going into the FY2010-11 there will be five positions budgeted as seen in the list of authorized positions. Management will review its' financial status in March 2011 to make a determination as to unfreeze any of the vacant positions that can be filled.

*NOTE- In this budgeted we have added three new departments and deleted the Community Development-Recreation which was merged with the Parks/Recreation Dept.: 1) City Council; 2) Public Information; 3) Parks/Recreation Department. City Council was original in the City Manager/Legal Dept, Main Street Manager/ Public Information Officer position was assigned to the Main Street Budget and CD-Recreation and the Park crew (Public Works/Grounds) were moved Parks/Recreation Dept.

200-Operational Supplies- Cost of consumable items needed during performance of regular functions and duties of each department.

The operational supplies are budgeted at \$370,248 for the FY2010-11, which is an increase of \$41,302 or 12.6% over the prior year's budget of \$ 328,946. The major increases are in the area of specialty supplies such as for building material and chemicals needed for the new park.

300-Facilities Operational/Maintenance-Cost associated with the operation of facilities where city services are provided.

The facilities maintenance category is budgeted at \$587,391 for the FY2010-11, which is an increase of \$38,271 or 7% over the prior year's budget of \$549,120. This budget does not have included janitorial services as reflected in the FY2009-10. This function will be performed completed in house.

400-Equipment Operations/Maintenance- Costs associated with the operation of vehicles and equipment used in providing city services.

The equipment operations and maintenance category is budgeted at \$493,557 for the FY2010-11, which is a decrease of \$27,485 or -5.3% under the prior year's budget of \$521,042. This decrease

is associated with not making a contribution to the replacement fund for capital outlay. No capital outlay is budgeted in the FY2010-11 due to budget constraints.

500-Contract Services & Fees- Costs incurred by engaging the services of outside agents or agencies.

Total services for FY2010-11 are budgeted at \$2,008,609 which is an increase from the prior year budget of \$1,861,000. The major expenditures in this category are trash collection services, audit services, insurance and other contract services.

600- Bad Debt Expense- Cost associated with uncollectible receivables, which are written off.

For the FY2010-11 is budgeted at \$7,500 in which is an increase from the prior year of \$2,500 from the adopted FY2009-10 budget. However, the FY2009-10 is projected to come in higher than what was budgeted. This is directly related to the state of the economy.

700- Capital Outlay- Expenditures which result in the acquisition of or addition to fixed assets (min. \$5,000 per item).

Acquisition of capital outlay is budgeted at \$43,300 this is a decrease from prior year budget of \$12,275 or -22.1%. This decrease is that no grants are expected at this time to budget for expenditures and due to budget constraints.

800-Contribution/Transfer/Contingencies- Direct payments to other governmental agencies or civic organizations for services rendered directly to the city or indirectly to the community.

Contribution, Transfers and Contingencies for the FY2010-11 are budget at \$97,762 which is a decrease of \$357,097 or -78.5% from the adopted budget for FY2009-10. Contingency amount is reduced to offset the shortfall in revenues that were expected in the FY2010-11 budget. Also, no transfers out is expected for capital improvements and sales tax rebate is expected lower than the adopted budgeted amount for FY2009-10. EWCHEC is not reflected in this budget, the thought here is to amend the budget once EWCHEC agreements are in place.

Overall, the total General Fund expenditures are budgeted at \$10,541,195 for the FY2010-11. This is decreased from the FY2009-10 adopted budget of \$11,076,816 by 4.8%.

GENERAL FUND EXPENDITURE DETAIL

	FY2007-08	FY2008-09	FY2009-10 ADOPTED	FY2009-10 MID-YEAR	FY2009-10 PROJECTED	FY2010-11 PROPOSED	% Change Prior Year
	ACTUAL	ACTUAL	BUDGET			BUDGET	
WAGES & SALARIES							
111 Regular Full Time	4,619,151	4,681,342	4,983,737	2,398,214	4,838,538	4,828,078	
114 Overtime	117,805	143,164	97,869	69,855	123,517	127,649	
115 Longevity Pay	38,228	37,656	42,456	40,764	40,700	44,552	
116 Regular Part Time	82,078	82,856	87,738	39,329	87,206	95,621	
117 Temporary/Seasonal	12,488	13,891	23,918	6,894	24,283	22,010	
118 Insurance Allowance	12,922	13,972	13,200	5,480	11,480	12,900	
SUB-TOTAL	4,882,672	4,972,881	5,248,918	2,560,537	5,125,724	5,130,810	
PAID BENEFITS							
121 FICA-Social Security	357,982	366,530	408,218	187,852	393,337	393,211	
122 Workers Compensation	122,636	135,209	113,218	53,020	103,063	93,081	
123 State Unemployment Tax	12,526	6,058	25,117	184	25,722	5,031	
124 TMRS	490,939	622,285	696,670	332,728	671,718	680,490	
126 Health Insurance	391,976	402,132	583,190	320,995	558,262	428,880	
127 Dental Insurance	21,290	20,932	23,353	10,943	22,414	23,929	
128 Long Term Disability	16,623	16,877	19,791	9,334	19,026	19,152	
SUB-TOTAL	1,413,971	1,570,023	1,869,557	915,054	1,793,542	1,643,774	
ALLOWANCES/REIMBURSEMENTS							
131 Uniforms	26,793	16,806	22,539	6,962	14,010	18,574	
132 Uniforms Rental	7,069	7,209	6,387	4,151	7,187	6,858	
133 Business Transportation	45	295	400	0	400	500	
135 Business Meals	2,733	1,031	1,700	341	900	1,750	
SUB-TOTAL	36,640	25,341	31,026	11,454	22,497	27,682	
TRAINING/PROFESSIONAL DEV.							
141 Workshop Training	8,440	9,150	15,850	7,059	13,817	11,325	
142 Professional Conferences	7,482	10,202	11,345	1,639	4,758	7,920	
143 Membership/Dues	13,540	14,911	17,935	9,658	14,854	17,975	
144 Subscriptions & Books	7,779	8,841	9,421	7,157	9,610	10,505	
146 Training-Transportation	4,568	4,253	6,571	2,142	4,462	4,887	
147 Training-Lodging	15,412	12,006	19,970	8,408	13,129	10,750	
148 Training-Meals	3,939	4,917	8,281	3,971	7,725	4,800	
SUB-TOTAL	61,160	64,280	89,373	40,034	68,355	68,162	
TOTAL EMPLOYEE SERVICES	6,394,443	6,632,524	7,238,874	3,527,079	7,010,118	6,870,428	-5.1%
OFFICE SUPPLIES							
211 General Office Supplies	48,944	44,795	42,655	24,984	45,554	42,450	
213 Photographic Supplies	992	37	620	63	395	290	
214 Computer Supplies	8,793	7,728	12,575	5,455	8,903	10,730	
215 Postage	12,449	13,826	15,790	7,693	16,390	13,015	
217 Office Security	934	899	930	927	1,070	1,050	
219 Misc. Occasion	512	227	600	86	600	550	
SUB-TOTAL	72,623	67,512	73,170	39,208	72,912	68,085	
CONSTRUCTION SUPPLIES							
221 Street Repair Materials	62,940	68,111	75,000	18,203	60,000	65,000	
222 Striping & Street Signs	10,426	12,955	11,700	3,516	12,600	15,935	
223 Building Materials	1,099	999	1,000	680	900	1,000	
225 Sand & Gravel	3,014	3,708	6,000	5,109	6,860	31,000	
226 Misc. Hardware	1,679	1,959	2,216	1,230	2,316	2,292	
SUB-TOTAL	79,158	87,731	95,916	28,738	82,676	115,227	
PROGRAM/SPECIAL EVENTS							
231 Elections	0	781	4,600	7566	11,341	12,200	
232 Food/Meals	2,861	1,826	2,980	433	2,425	2,880	
233 City Sponsored Events	4,053	9,176	5,630	2,652	5,130	7,225	
235 Promotional Supplies	924	1,710	1,800	1,416	1,950	1,000	
236 Misc. Occassions	1521	2500	16,550	6,096	10,750	8,760	
237 Training Supplies	196	167	250	0	0	200	
SUB-TOTAL	9,555	16,160	31,810	18,162	31,596	32,265	

GENERAL FUND EXPENDITURE DETAIL

	FY2007-08	FY2008-09	FY2009-10 ADOPTED	FY2009-10 MID-YEAR	FY2009-10 PROJECTED	FY2010-11 PROPOSED	% Change Prior Year
	ACTUAL	ACTUAL	BUDGET			BUDGET	
PUBLIC SAFETY SUPPLIES							
241 Reference Books	0	0	1,500	0	1,500	1,000	
242 Fire Arms Supplies	3013	3420	4,000	0	1,570	1,600	
243 Investigation Supplies	1,482	2,361	2,500	369	2,500	2,350	
247 Turnout Protective Gear	10,510	10,596	11,390	9,675	11,390	10,480	
248 House Supplies	1,789	2,987	1,000	337	1,100	750	
249 Fire Prevention Supplies	4,565	4,776	3,500	1,784	3,500	3,335	
SUB-TOTAL	21,359	24,140	23,890	12,164	21,560	19,515	
SPECIALTY SUPPLIES							
252 Medical Supplies	2,518	2,841	3,750	3,293	5,100	3,977	
253 Chemicals	25,354	29,282	30,350	6,646	28,700	54,945	
254 Botanical /Landscape	6,266	5,093	5,300	168	5,300	7,800	
255 Recreational/Sport Equip.	15,710	888	8,500	12236	16,650	14,750	
256 Minor Tools/Instruments	22,641	23,658	15,590	3,324	14,360	8,935	
259 Misc. Supplies	13,475	13,365	22,635	22,636	35,371	20,860	
SUB-TOTAL	85,965	75,128	86,125	48,302	105,481	111,267	
OPERATIONAL EQUIPMENT							
261 Office Furniture	1,624	529	2,000	117	1,850	1,345	
262 Communication Equip.	901	520	1,190	0	990	2,890	
263 Photographic Equipment	0	0	0	0	0	300	
264 Computer Accessories	8,766	1,027	200	0	200	800	
265 Instruments/Apparatus	2,530	3,622	4,000	71	4,000	2,850	
266 General Electronic Equip	0	130	0	0	0	0	
267 Computers	18,239	5,987	0	8,784	15,248	0	
269 Other Office Equipment	8,883	2,531	4,545	15,581	16,024	200	
271 Ground Keeping Equip	12,129	972	1,000	435	1,000	2,914	
272 Street Maint. Equipment	1,116	293	1,000	406	1,000	920	
277 Sports Equipment	-	507	1000	0	1,000	2,970	
278 Animal Control Devices	4,790	1,036	1,000	41	970	900	
279 Other Operational Equip.	7,580	2,974	2,100	2,020	3,481	7,800	
SUB-TOTAL	66,559	20,128	18,035	27,455	45,763	23,889	
TOTAL OPERATIONAL SUPPLIES	335,220	290,799	328,946	174,029	359,988	370,248	12.6%
FACILITY RENTAL							
311 Long Term Rental	1,218	17,651	19,928	7,082	20,399	19,238	
312 Annual Lease	840	0	840	0	1,680	840	
313 Short Term Rental	3,145	2,550	4,950	1,750	4,479	3,200	
SUB-TOTAL	5,203	20,201	25,718	8,832	26,558	23,278	
UTILITIES							
321 Light & Power	208,187	314,784	350,165	164,371	343,265	399,670	
322 Natural Gas/Propane	10,502	6,930	10,910	8,495	11,560	15,147	
323 Truck Telephone System	43,324	44,404	43,965	24,130	47,845	49,175	
324 Cell Phones	13,783	13,331	14,438	6,478	15,068	17,812	
325 Pagers	3,514	4,218	4,174	1,203	4,174	4,174	
326 Wireless Data Services	9,643	6,413	7,000	2,969	5,938	5,940	
SUB-TOTAL	288,953	390,080	430,652	207,648	427,850	491,918	
FACILITY REPAIR/IMPROVEMENTS							
349 Misc. Repairs/Maint.	75,508	82,290	60,300	38,348	71,300	56,800	
SUB-TOTAL	75,508	82,290	60,300	38,348	71,300	56,800	
JANITORIAL SUPPLIES/SVC							
351 Janitorial Service	54,331	55,073	22,600	26,796	26,796	0	
352 Cleaning Supplies	10,097	10,416	9,850	9,158	13,550	15,395	
SUB-TOTAL	64,428	65,489	32,450	35,954	40,346	15,395	
TOTAL FACILITIES OPERATION	434,092	558,059	549,120	290,782	566,054	587,391	7.0%

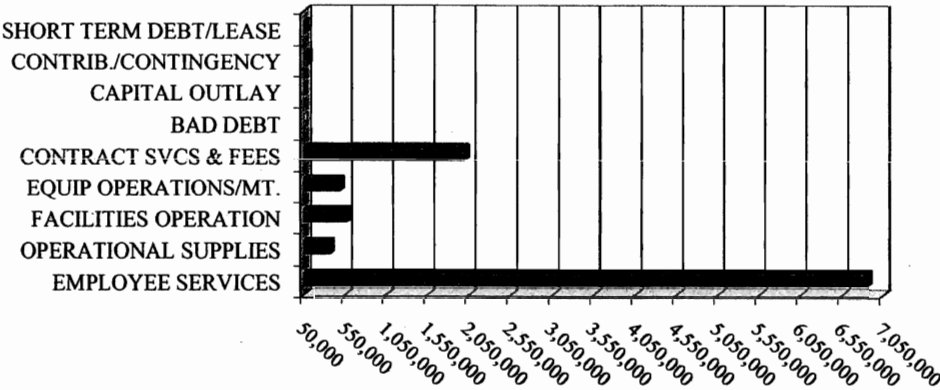
GENERAL FUND EXPENDITURE DETAIL

	FY2007-08	FY2008-09	FY2009-10	FY2009-10	FY2009-10	FY2010-11	% Change
	ACTUAL	ACTUAL	ADOPTED BUDGET	MID-YEAR	PROJECTED	PROPOSED BUDGET	Prior Year
EQUIPMENT RENTAL							
412 Light Equipment Rental	46,673	38,682	39,426	21,258	39,426	43,371	
414 Motor Vehicle Rental	280,059	232,747	283,867	141,942	283,867	284,511	
415 Trucks, Heavy Equip. Rent	145,304	132,069	140,329	72,756	140,329	151,925	
416 Light Equipment Rental/Ext	5850	0	1,000	635	1000	1,000	
418 Trucks, Hvy. Equip. Ext	0	3405	0	200	0	3,120	
419 Replacement Fund Contrib.	190,706	68,013	46,225	18,283	10,303	0	
SUB-TOTAL	668,592	474,916	510,847	255,074	474,925	483,927	
FIXED EQUIPMENT MAINT.							
436 Other Equip Maint/Repair	0	7,736	0	0	0	0	
439 Other Equip. Maint/Repair	200	181	200	0	200	0	
SUB-TOTAL	200	7,917	200	0	200	0	
OFFICE EQUIPMENT							
461 Office Equipment Rental	17,739	5,454	2,225	1,529	2,225	2,225	
462 Office Equip. Maint/Repair	7,776	6,046	7,770	4,402	7,690	7,405	
SUB-TOTAL	25,514	11,499	9,995	5,931	9,915	9,630	
TOTAL EQUIP OPERATIONS/MT.	694,306	494,333	521,042	261,005	485,040	493,557	-5.3%
CONTRACT SERVICES & FEES							
511 Legal Services	87,908	96,351	68,500	61,719	102,800	71,000	
512 Engineering Services	100,128	49,147	35,000	51,569	75,000	44,200	
513 Audit Services	30,350	36,850	40,000	40,000	40,000	49,500	
514 Medical Services	5,263	3,253	4,000	1,836	5,286	4,000	
515 Veterinarian Services	534	2,216	1,000	2,017	5,650	5,085	
516 Training Services	0	0	950	0	0	0	
519 Other Professional Svcs.	13,255	25,314	63,600	14,411	22,920	17,000	
521 County Recording Fees	3,301	3,621	4,700	3,784	5,084	4,500	
522 Insurance and Bonds	55,254	56,337	70,000	25,099	55,000	57,800	
523 Outside Printing	17,447	18,807	20,435	10,884	20,278	30,535	
524 Laundry & Cleaning	1,431	1,480	1,460	755	1,460	1,510	
526 Testing/Cert. Permit	14,135	5,970	12,959	2,267	10,389	10,387	
527 Delivery, Courier Svc.	240	542	525	236	500	290	
528 Advertising	15,028	9,279	8,100	8,363	11,111	12,835	
529 Elections/Judge/Jury Svcs.	606	294	720	0	300	1,000	
531 Trash Collection Services	939,052	1,060,783	1,102,500	581,478	1,186,400	1,186,400	
532 Software Maint./License	57,500	42,195	49,606	34,405	47,265	47,063	
533 CAD Entity Fee	51,783	47,312	52,000	23,189	46,378	48,000	
536 Extended Warranty-Maint	1,882	6,448	2,225	0	2,225	2,225	
537 Bank Charges	151	100	150	728	930	400	
538 County Tax Collect Fee	1,947	1,726	2,100	1,719	1,719	1,723	
539 Other Contract Services	413,442	345,152	314,470	166,295	386,917	409,956	
541 Annual Street Maint.	251,083	0	0	0	0	0	
543 Credit Card Fees	3,244	5,316	6,000	1,492	3,200	3,200	
TOTAL CONTRACT SVCS & FEES	2,064,965	1,818,493	1,861,000	1,032,246	2,030,812	2,008,609	7.9%
BAD DEBT							
651 Bad Debt Expense	8,583	19,842	5,000	3,945	6,000	7,500	
TOTAL BAD DEBT	8,583	19,842	5,000	3,945	6,000	7,500	50.0%
CAPITAL OUTLAY							
714 Computer Equipment	198,607	18,899	0	0	0	0	
717 Instruments/App.	10,765	7,842	0	0	0	0	
718 Library Books	7,039	40,097	45,000	18,812	45,000	43,300	
719 Other Capital Outlay	9093	0	0	0	0	0	
725 Other Equipment	43,359	0	10,575	0	0	0	
745 Contributions by Developers	381,545	0	0	0	0	0	
TOTAL CAPITAL OUTLAY	650,408	66,838	55,575	18,812	45,000	43,300	-22.1%
CONTRIBUTIONS/TRANSFERS							
813 Contributions to Civic Prog.	90,025	75,580	218,359	61,180	108,359	80,762	
815 InterFund Transfer Out	1,022,718	72,056	100,000	0	100,000	0	
816 Sales Tax Rebate	72,777	22,801	25,000	4,771	11,152	12,000	
820 Civil Service SL Transfer	20,000	10,000	10,000	5,000	2,771	5,000	
SUB-TOTAL	1,205,520	180,437	353,359	70,951	222,282	97,762	

GENERAL FUND EXPENDITURE DETAIL

	FY2007-08	FY2008-09	FY2009-10	FY2009-10	FY2009-10	FY2010-11	% Change
	ACTUAL	ACTUAL	ADOPTED BUDGET	MID-YEAR	PROJECTED	PROPOSED BUDGET	Prior Year
CONTINGENCY RESERVES/CLAIMS							
831 Contingency Reserves	0	0	100,000	0	16,998	0	
832 Payment of Claims	1776	0	500	0	0	0	
833 Payment of Refunds	848	843	1,000	51	200	0	
SUB-TOTAL	2,624	843	101,500	51	17,198	0	
TOTAL CONTRIB./CONTINGENCY	1,208,145	181,281	454,859	71,002	239,480	97,762	-78.5%
SHORT TERM DEBT/CAPITAL LEASE							
913 Capital Lease Short Term	0	62,400	62,400	62,400	50,762	52,539	
914 Cap. Lease Short Term-Int.	0	0	0	0	11,638	9,861	
TOTAL SHORT TERM DEBT	0	62,400	62,400	62,400	62,400	62,400	0.0%
GRAND TOTALS	11,790,161	10,124,569	11,076,816	5,441,299	10,804,892	10,541,195	-4.8%

GENERAL FUND EXPENDITURES by CATEGORY
FY 2010-11
BUDGET



CITY COUNCIL

			FY2009-10		FY2010-11	% Change
	FY2007-08	FY2008-09	ADOPTED	FY2009-10	FY2009-10	Prior
	ACTUAL	ACTUAL	BUDGET	MID-YEAR	PROJECTED	Year
					BUDGET	
WAGES & SALARIES						
117 Temporary/Seasonal	0	0	0	0	0	1,500
SUB-TOTAL	0	0	0	0	0	1,500
PAID BENEFITS						
122 Workers Compensation	0	0	0	0	0	194
SUB-TOTAL	0	0	0	0	0	194
TRAINING/PROFESSIONAL DEV.						
141 Workshop Training	0	0	0	0	0	200
142 Professional Conferences	0	0	0	0	0	2,125
143 Membership/Dues	0	0	0	0	0	625
144 Subscriptions & Books	0	0	0	0	0	0
146 Training-Transportation	0	0	0	0	0	1,475
147 Training-Lodging	0	0	0	0	0	4,400
148 Training-Meals	0	0	0	0	0	1,645
SUB-TOTAL	0	0	0	0	0	10,470
TOTAL EMPLOYEE SERVICES	0	0	0	0	0	12,164
						#DIV/0!
PROGRAM/SPECIAL EVENTS						
231 Elections	0	0	0	0	0	12,200
232 Food/Meals	0	0	0	0	0	600
233 City Sponsored Events	0	0	0	0	0	1,500
SUB-TOTAL	0	0	0	0	0	14,300
OPERATIONAL EQUIPMENT						
259 Misc. Supplies	0	0	0	0	0	1,960
264 Computer Accessories	0	0	0	0	0	500
SUB-TOTAL	0	0	0	0	0	2,460
TOTAL OPERATIONAL SUPPLIES	0	0	0	0	0	16,760
						#DIV/0!
CONTRACT SERVICES & FEES						
511 Legal Services	0	0	0	0	0	40,000
TOTAL CONTRACT SVCS & FEES	0	0	0	0	0	40,000
						#DIV/0!
CONTRIBUTIONS/TRANSFERS						
813 Contributions to Civic Prog.	0	0	0	0	0	80,762
TOTAL CONTRIBUTION/TRSF	0	0	0	0	0	80,762
						#DIV/0!
GRAND TOTALS	0	0	0	0	0	149,686
						#DIV/0!

CITY MANAGEMENT

	FY2007-08	FY2008-09	FY2009-10	FY2009-10	FY2009-10	FY2010-11	% Change
	ACTUAL	ACTUAL	ADOPTED	MID-YEAR	PROJECTED	PROPOSED	Prior
			BUDGET			BUDGET	Year
WAGES & SALARIES							
111 Regular Full Time	264,461	182,310	168,000	84,713	169,425	169,425	
115 Longevity Pay	768	432	528	528	528	624	
117 Temporary/Seasonal	1,500	1,500	1,500	0	1,500	0	
118 Insurance Allowance	1,200	1,200	1,200	600	1,200	1,200	
SUB-TOTAL	267,929	185,442	171,228	85,840	172,653	171,249	
PAID BENEFITS							
121 FICA-Social Security	18,912	13,565	13,033	6,075	13,142	13,149	
122 Workers Compensation	887	1,030	509	237	509	497	
123 State Unemployment Tax	297	90	384	0	384	78	
124 TMRS	38,041	23,276	22,436	11,208	22,625	22,998	
126 Health Insurance	11,744	(9,918)	5,069	2,957	5,069	3,841	
127 Dental Insurance	404	219	202	101	202	212	
128 Long Term Disability	923	610	632	319	637	637	
SUB-TOTAL	71,208	28,872	42,265	20,897	42,568	41,412	
ALLOWANCES/REIMBURSEMENTS							
131 Uniforms	0	0	0	0	0	300	
133 Business Transportation	0	158	200	0	200	0	
135 Business Meals	2,220	729	1,200	53	400	1,000	
SUB-TOTAL	2,220	887	1,400	53	600	1,300	
TRAINING/PROFESSIONAL DEV.							
141 Workshop Training	315	590	1,200	830	1,200	750	
142 Professional Conferences	5,410	5,527	6,035	0	1,000	1,825	
143 Membership/Dues	6,110	5,716	6,830	5,575	6,500	5,775	
144 Subscriptions & Books	4,238	6,282	4,401	1,755	3,000	5,880	
146 Training-Transportation	2,780	1,658	2,425	1,017	1,800	1,300	
147 Training-Lodging	11,575	7,730	12,080	5,708	6,500	2,100	
148 Training-Meals	1,866	1,925	3,960	1,036	2,000	825	
SUB-TOTAL	32,294	29,428	36,931	15,921	22,000	18,455	
TOTAL EMPLOYEE SERVICES	373,651	244,629	251,824	122,711	237,821	232,416	-7.7%
OFFICE SUPPLIES							
211 General Office Supplies	2,471	2,116	3,975	1,085	3,975	3,315	
214 Computer Supplies	0	0	0	0	0	1,780	
215 Postage	785	1,465	3,450	757	3,450	700	
219 Misc. Occasion	437	227	500	47	500	500	
SUB-TOTAL	3,693	3,808	7,925	1,889	7,925	6,295	
PROGRAM/SPECIAL EVENTS							
231 Elections	0	781	4,600	7566	11,341	0	
232 Food/Meals	258	476	1,000	186	600	1,000	
233 City Sponsored Events	2,370	7,186	4,000	1,525	3,500	1,200	
235 Promotional Supplies	210	950	1,000	1366	1,500	0	
SUB-TOTAL	2,838	9,393	10,600	10,642	16,941	2,200	
OPERATIONAL EQUIPMENT							
259 Misc. Supplies	116	0	0	0	0	0	
261 Office Furniture	0	256	250	0	250	0	
264 Computer Accessories	2,430	562	0	0	0	300	
267 Computers	0	0	0	0	1542		
269 Other Equipment	0	135	0	10,183	10,183	0	
SUB-TOTAL	2,546	953	250	10,183	11,975	300	
TOTAL OPERATIONAL SUPPLIES	9,077	14,154	18,775	22,714	36,841	8,795	-53.2%

CITY MANAGEMENT

	FY2007-08	FY2008-09	FY2009-10	FY2009-10	FY2009-10	FY2010-11	% Change
	ACTUAL	ACTUAL	ADOPTED BUDGET	MID-YEAR	PROJECTED	PROPOSED BUDGET	Prior Year
UTILITIES							
323 Truck Telephone System	189	184	200	89	200	200	
324 Cell Phones	2,165	1,960	2,160	819	2,160	2,400	
TOTAL FACILITIES OPERATION	2,355	2,144	2,360	908	2,360	2,600	10.2%
OFFICE EQUIPMENT							
461 Office Equipment Rental	843	116	0	0	0	0	
462 Office Equip/Maint.	0	272	300	151	300	300	
TOTAL EQUIPMENT OPERATION	843	388	300	151	300	300	0.0%
CONTRACT SERVICES & FEES							
511 Legal Services	46,465	55,346	40,000	47,567	71,800	0	
519 Other Professional Svcs.	13,205	25,114	63,550	14,411	22,920	17,000	
521 County Recording Fees	505	500	500	0	500	500	
523 Outside Printing	8,499	11,620	9,900	6,107	9,900	4,300	
528 Advertising	2,180	2,130	1,000	4,944	5,000	1,000	
532 Software License/Maint	0	0	0	4,309	4,310	0	
539 Other Contract Services	72,721	58,845	21,900	37,654	75,000	30,000	
TOTAL CONTRACT SVCS & FEES	143,575	153,555	136,850	114,993	189,430	52,800	-61.4%
CONTRIBUTIONS/TRANSFERS							
813 Contributions to Civic Prog.	90,025	75,580	218,359	61,180	108,359	0	
TOTAL CONTRIBUTION/TRSF	90,025	75,580	218,359	61,180	108,359	0	-100.0%
GRAND TOTALS	619,525	490,450	628,468	322,656	575,111	296,911	-52.8%

PUBLIC INFORMATION

	FY2007-08	FY2008-09	FY2009-10 ADOPTED	FY2009-10 MID-YEAR	FY2009-10 PROJECTED	FY2010-11 PROPOSED	% Change Prior Year
	ACTUAL	ACTUAL	BUDGET			BUDGET	
WAGES & SALARIES							
111 Regular Full Time	0	0	0	0	0	51,879	
114 Overtime	0	0	0	0	0	0	
115 Longevity Pay	0	0	0	0	0	240	
118 Insurance Allowance	0	0	0	0	0	0	
SUB-TOTAL	0	0	0	0	0	52,119	
PAID BENEFITS							
121 FICA-Social Security	0	0	0	0	0	4,003	
122 Workers Compensation	0	0	0	0	0	151	
123 State Unemployment Tax	0	0	0	0	0	39	
124 TMRS	0	0	0	0	0	7,001	
126 Health Insurance	0	0	0	0	0	3,841	
127 Dental Insurance	0	0	0	0	0	212	
128 Long Term Disability	0	0	0	0	0	202	
SUB-TOTAL	0	0	0	0	0	15,449	
ALLOWANCES/REIMBURSEMENTS							
133 Business Transportation	0	0	0	0	0	300	
135 Business Meals	0	0	0	0	0	300	
SUB-TOTAL	0	0	0	0	0	600	
TRAINING/PROFESSIONAL DEV.							
141 Workshop Training	0	0	0	0	0	200	
142 Professional Conferences	0	0	0	0	0	195	
143 Membership/Dues	0	0	0	0	0	130	
144 Subscriptions & Books	0	0	0	0	0	371	
146 Training-Transportation	0	0	0	0	0	200	
147 Training-Lodging	0	0	0	0	0	350	
148 Training-Meals	0	0	0	0	0	100	
SUB-TOTAL	0	0	0	0	0	1,546	
TOTAL EMPLOYEE SERVICES	0	0	0	0	0	69,714	#DIV/0!
OFFICE SUPPLIES							
211 General Office Supplies	0	0	0	0	0	790	
215 Postage	0	0	0	0	0	1,420	
SUB-TOTAL	0	0	0	0	0	2,210	
PROGRAM/SPECIAL EVENTS							
233 City Sponsored Events	0	0	0	0	0	3,200	
SUB-TOTAL	0	0	0	0	0	3,200	
TOTAL OPERATIONAL SUPPLIES	0	0	0	0	0	5,410	#DIV/0!
UTILITIES							
324 Cell Phones	0	0	0	0	0	440	
TOTAL FACILITIES OPERATION	0	0	0	0	0	440	#DIV/0!
CONTRACT SERVICES & FEES							
519 Other Professional Svcs.	0	0	0	0	0	0	
523 Outside Printing	0	0	0	0	0	17,400	
528 Advertising	0	0	0	0	0	6,500	
539 Other Contract Services	0	0	0	0	0	17,698	
TOTAL CONTRACT SVCS & FEES	0	0	0	0	0	41,598	#DIV/0!
GRAND TOTALS	0	0	0	0	0	117,162	#DIV/0!

HUMAN RESOURCES

	FY2007-08 ACTUAL	FY2008-09 ACTUAL	FY2009-10 ADOPTED BUDGET	FY2009-10 MID-YEAR	FY2009-10 PROJECTED	FY2010-11 PROPOSED BUDGET	% Change Prior Year
WAGES & SALARIES							
111 Regular Full Time	120,524	126,141	127,997	65,150	130,274	130,274	
114 Overtime	627	506	1,131	905	1,131	937	
115 Longevity Pay	1,152	1,296	1,440	1,440	1,400	1,584	
118 Insurance Allowance	1,200	1,200	1,200	600	1,200	1,200	
SUB-TOTAL	123,503	129,143	131,768	68,095	134,005	133,995	
PAID BENEFITS							
121 FICA-Social Security	8,763	9,262	10,032	4,924	10,322	10,333	
122 Workers Compensation	415	472	393	183	399	386	
123 State Unemployment Tax	297	135	576	0	575	117	
124 TMRS	12,197	16,258	17,270	8,866	17,769	18,072	
126 Health Insurance	7,203	7,823	10,138	5,914	10,138	7,683	
127 Dental Insurance	606	606	607	303	607	637	
128 Long Term Disability	434	449	501	254	508	508	
SUB-TOTAL	29,915	35,005	39,517	20,444	40,318	37,736	
ALLOWANCES/REIMBURSEMENTS							
131 Uniforms	129	20	180	0	80	90	
SUB-TOTAL	129	20	180	0	80	90	
TRAINING/PROFESSIONAL DEV.							
141 Workshop Training	686	693	680	50	385	160	
142 Professional Conferences	525	150	1,280	150	650	1,400	
143 Membership/Dues	290	315	510	265	490	440	
144 Subscriptions & Books	1,728	1,728	1,815	1,239	1,750	1,755	
146 Training-Transportation	472	590	1,210	0	450	725	
147 Training-Lodging	641	1,419	2,265	382	1,032	2,150	
148 Training-Meals	140	375	911	83	300	669	
SUB-TOTAL	4,481	5,270	8,671	2,169	5,057	7,299	
TOTAL EMPLOYEE SERVICES	158,029	169,438	180,136	90,708	179,460	179,120	-0.6%
OFFICE SUPPLIES							
211 General Office Supplies	3,803	3,193	4,007	2,780	4,581	3,000	
214 Computer Supplies	0	909	950	815	950	1,450	
215 Postage	997	638	1,000	505	1,000	900	
SUB-TOTAL	4,800	4,740	5,957	4,100	6,531	5,350	
PROGRAM/SPECIAL EVENTS							
232 Food/Meals	58	97	230	28	125	180	
236 Misc. Occasion	0	0	3,550	3,096	3,750	3,260	
237 Training Supplies	196	167	250	0	0	200	
241 Reference Books	0	0	1,500	0	1,500	1,000	
SUB-TOTAL	254	264	5,530	3,125	5,375	4,640	
OPERATIONAL EQUIPMENT							
261 Office Furniture	0	0	250	117	250	150	
264 Computer Accessories	47	465	0	0	0	0	
267 Computers	1,446	0	0	0	0	0	
269 Other Office Equipment	1,172	270	0	0	0	0	
SUB-TOTAL	2,665	735	250	117	250	150	
TOTAL OPERATIONAL SUPPLIES	7,719	5,739	11,737	7,341	12,156	10,140	-13.6%

HUMAN RESOURCES							% Change Prior Year
	FY2007-08 ACTUAL	FY2008-09 ACTUAL	FY2009-10 ADOPTED BUDGET	FY2009-10 MID-YEAR	FY2009-10 PROJECTED	FY2010-11 PROPOSED BUDGET	
UTILITIES							
323 Truck Telephone System	66	73	200	48	100	150	
324 Cell Phones	0	0	0	0	0	0	
TOTAL FACILITIES OPERATION	66	73	200	48	100	150	-25.0%
OFFICE EQUIPMENT							
461 Office Equipment Rental	1,324	149	0	0	0	0	
462 Office Equip. Maint.	0	271	300	140	300	300	
TOTAL EQUIPMENT OPERATION	1,324	420	300	140	300	300	0.0%
CONTRACT SERVICES & FEES							
511 Legal Services	14,861	5,920	6,000	1,143	6,000	6,000	
516 Training Services	0	0	950	0	0	0	
526 Testing/Certification	10,059	1,241	5,000	115	5,000	5,000	
528 Advertising	8,122	4,660	4,000	1,708	2,800	2,500	
532 Software Maint/License	445	3,176	6,170	2,867	6,170	6,761	
539 Other Contract Services	17,384	15,739	18,000	12,439	16,000	17,500	
TOTAL CONTRACT SVCS & FEES	50,870	30,736	40,120	18,272	35,970	37,761	-5.9%
GRAND TOTALS	218,009	206,406	232,493	116,510	227,986	227,471	-2.2%

FINANCE							
	FY2007-08	FY2008-09	FY2009-10	FY2009-10	FY2009-10	FY2010-11	% Change
	ACTUAL	ACTUAL	ADOPTED	MID-YEAR	PROJECTED	PROPOSED	Prior
			BUDGET			BUDGET	Year
WAGES & SALARIES							
111 Regular Full Time	186,842	200,941	198,644	100,943	201,875	201,875	
114 Overtime	56	62	300	30	30	0	
115 Longevity Pay	1,920	1,440	1,536	1,584	1,584	1,748	
SUB-TOTAL	188,818	202,442	200,480	102,556	203,489	203,623	
PAID BENEFITS							
121 FICA-Social Security	13,884	15,062	15,411	7,620	15,659	15,667	
122 Workers Compensation	665	739	601	280	610	590	
123 State Unemployment Tax	355	221	767	0	767	156	
124 TMRS	18,625	25,493	26,532	13,367	26,959	27,402	
126 Health Insurance	14,106	15,646	20,277	11,828	20,277	15,365	
127 Dental Insurance	792	809	809	404	809	849	
128 Long Term Disability	682	716	775	394	787	787	
SUB-TOTAL	49,109	58,685	65,172	33,894	65,868	60,816	
ALLOWANCES/REIMBURSEMENTS							
131 Uniforms	0	157	200	0	0	190	
SUB-TOTAL	0	157	200	0	0	190	
TRAINING/PROFESSIONAL DEV.							
141 Workshop Training	407	494	250	250	250	250	
142 Professional Conferences	0	550	550	0	0	600	
143 Membership/Dues	1,739	1,689	1,685	680	1,725	1,925	
144 Subscriptions & Books	0	43	40	0	0	0	
146 Training-Transportation	110	215	250	0	0	0	
148 Training-Meals	0	74	100	0	30	60	
SUB-TOTAL	2,256	3,065	2,875	930	2,005	2,835	
TOTAL EMPLOYEE SERVICES	240,183	264,350	268,727	137,380	271,362	267,464	-0.5%
OFFICE SUPPLIES							
211 General Office Supplies	7,787	8,618	6,000	4,408	8,000	6,000	
214 Computer Supplies	395	516	3,500	1,451	200	1,000	
215 Postage	2,744	3,260	3,000	1,361	2,800	3,000	
SUB-TOTAL	10,925	12,394	12,500	7,220	11,000	10,000	
OPERATIONAL EQUIPMENT							
261 Office Furniture	0	103	0	0	0	0	
267 Computers	2,097	0	0	0	0	0	
269 Other office Equipment	0	679	0	0	0	0	
SUB-TOTAL	2,097	782	0	0	0	0	
TOTAL OPERATIONAL SUPPLIES	13,022	13,176	12,500	7,220	11,000	10,000	-20.0%
UTILITIES							
323 Truck Telephone System	44	38	100	33	70	75	
TOTAL FACILITIES OPERATION	44	38	100	33	70	75	-25.0%
OFFICE EQUIPMENT							
461 Office Equipment Rental	1,360	137	0	0	0	0	
462 Office Equip. Maint/Repair	120	271	765	135	270	270	
TOTAL EQUIPMENT OPERATION	1,480	408	765	135	270	270	-64.7%

FINANCE

	FY2007-08	FY2008-09	FY2009-10	FY2009-10	FY2009-10	FY2010-11	% Change
	ACTUAL	ACTUAL	ADOPTED	MID-YEAR	PROJECTED	PROPOSED	Prior
			BUDGET			BUDGET	Year
CONTRACT SERVICES & FEES							
513 Audit Services	30,350	36,850	40,000	40,000	40,000	49,500	
523 Outside Printing	4,190	4,682	4,645	2,995	4,000	3,875	
527 Delivery, Courier Svcs.	0	226	200	42	75	0	
528 Advertising	1,919	937	500	147	400	885	
532 Software Maint/License	33,570	15,628	16,526	12,935	15,000	15,862	
533 CAD Entity Fee	51,783	47,312	52,000	23,189	46,378	48,000	
536 Extended Maint. Warranty	495	495	495	495	495	495	
537 Bank Charges	151	100	150	728	930	400	
538 County Tax Collection Fee	1,947	1,726	2,100	1,719	1,719	1,723	
539 Other Contract Services	4,745	10,345	6,000	8,605	11,622	14,000	
TOTAL CONTRACT SVCS & FEES	129,151	118,301	122,616	90,856	120,619	134,740	9.9%
CONTRIBUTIONS/TRANSFERS							
816 Sales Tax Rebate	72,777	22,801	25,000	4,771	11,152	12,000	
TOTAL CONTRIBUTION/TRSF	72,777	22,801	25,000	4,771	11,152	12,000	-52.0%
GRAND TOTALS	456,658	419,074	429,708	240,395	414,473	424,549	-1.2%

MUNICIPAL COURT

	FY2007-08 ACTUAL	FY2008-09 ACTUAL	FY2009-10 ADOPTED BUDGET	FY2009-10 MID-YEAR	FY2009-10 PROJECTED	FY2010-11 PROPOSED BUDGET	% Change Prior Year
WAGES & SALARIES							
111 Regular Full Time	92,542	95,581	96,260	48,480	96,913	96,913	
114 Overtime	688	1,206	1,500	1639	1,800	1,000	
115 Longevity Pay	1,584	1,536	1,632	1,632	1,632	1,728	
116 Regular Part Time	29,562	33,600	33,600	16,800	33,600	33,600	
118 Insurance Allowance	1,200	2,175	1,200	600	1,200	1,200	
SUB-TOTAL	125,575	134,098	134,192	69,151	135,145	134,441	
PAID BENEFITS							
121 FICA-Social Security	9,406	10,127	9,540	5,229	9,587	10,314	
122 Workers Compensation	413	498	373	174	375	387	
123 State Unemployment Tax	402	180	767	0	757	156	
124 TMRS	9,477	12,631	13,231	6,811	13,318	13,543	
126 Health Insurance	6,903	6,848	10,138	5,154	10,138	7,683	
127 Dental Insurance	387	404	404	202	404	425	
128 Long Term Disability	327	344	375	189	378	378	
SUB-TOTAL	27,315	31,033	34,828	17,759	34,957	32,886	
TRAINING/PROFESSIONAL DEV.							
141 Workshop Training	150	686	500	50	500	350	
142 Professional Conferences	171	145	0	0	0	0	
143 Membership/Dues	149	0	155	0	155	150	
144 Subscriptions & Books	200	50	315	79	315	112	
146 Training-Transportation	269	346	396	153	700	145	
147 Training-Lodging	0	329	700	0	300	300	
148 Training-Meals	246	299	256	52	256	112	
SUB-TOTAL	1,186	1,854	2,322	334	2,226	1,169	
TOTAL EMPLOYEE SERVICES	154,076	166,984	171,342	87,244	172,328	168,496	-1.7%
OFFICE SUPPLIES							
211 General Office Supplies	3,579	6,102	4,175	2,575	4,000	4,000	
214 Computer Supplies	81	104	300	268	350	0	
215 Postage	1,787	1,988	1,890	844	1,890	1,900	
SUB-TOTAL	5,446	8,193	6,365	3,686	6,240	5,900	
OPERATIONAL EQUIPMENT							
261 Office Furniture	170	170	0	0	0	0	
266 General Electronic Equip.	-	130	0	0	0	0	
SUB-TOTAL	170	301	0	0	0	0	
TOTAL OPERATIONAL SUPPLIES	5,617	8,494	6,365	3,686	6,240	5,900	-7.3%
UTILITIES							
321 Light & Power	3,591	5,566	4,000	2,049	5,600	5,670	
322 Natural Gas, Propane	211	153	400	150	250	200	
323 Truck Telephone System	241	340	400	268	400	600	
TOTAL FACILITIES OPERATIONS	4,043	6,059	4,800	2,467	6,250	6,470	34.8%
OFFICE EQUIPMENT							
461 Office Equipment Rental	3,340	0	0	0	0	0	
462 Office Equip.. Maint/Repair	0	981	760	368	740	760	
TOTAL EQUIP OPERATIONS/MT.	3,340	981	760	368	740	760	0.0%

MUNICIPAL COURT

	FY2007-08	FY2008-09	FY2009-10	FY2009-10	FY2009-10	FY2010-11	% Change
	ACTUAL	ACTUAL	ADOPTED	MID-YEAR	PROJECTED	PROPOSED	Prior
			BUDGET			BUDGET	Year
CONTRACT SERVICES & FEES							
511 Legal Services	23,732	23,240	22,500	13,010	25,000	25,000	
523 Outside Printing	0	0	150	0	0	450	
526 Testing/Cert. Permits	0	50	670	0	50	275	
529 Elections/Judge/Jury Svcs.	606	294	720	0	300	1,000	
532 Software Maint/License	0	6891	7,230	6,597	7,230	7,481	
539 Other Contract Services	6	0	0	0	0	0	
TOTAL CONTRACT SVCS.	24,344	30,475	31,270	19,607	32,580	34,206	9.4%
GRAND TOTALS	191,420	212,993	214,537	113,372	218,138	215,832	0.6%

**COMMUNITY DEVELOPMENT-
PLANNING / INSPECTIONS**

	FY2007-08 ACTUAL	FY2008-09 ACTUAL	FY2009-10 ADOPTED BUDGET	FY2009-10 MID-YEAR	FY2009-10 PROJECTED	FY2010-11 PROPOSED BUDGET	% Change Prior Year
WAGES & SALARIES							
111 Regular Full Time	237,008	240,731	248,105	124,358	247,177	249,177	
114 Overtime	936	1,329	600	151	300	300	
115 Longevity Pay	2,400	2,640	2,880	2,876	2,876	3,120	
116 Regular Part Time	28,223	28,932	29,124	14,563	29,124	29,124	
118 Insurance Allowance	1,200	2,060	1,200	450	1,200	1,200	
SUB-TOTAL	269,767	275,692	281,909	142,399	280,677	282,921	
PAID BENEFITS							
121 FICA-Social Security	18,925	20,240	21,603	10,541	21,685	21,704	
122 Workers Compensation	1,379	1,544	1,232	574	1,240	1,143	
123 State Unemployment Tax	594	270	1,150	0	1,150	234	
124 TMRS	26,716	34,578	37,191	18,544	37,333	37,960	
126 Health Insurance	18,008	18,582	25,346	14,025	25,346	19,206	
127 Dental Insurance	1,162	1,150	1,163	556	1,163	1,221	
128 Long Term Disability	960	992	1,081	533	1,085	1,085	
SUB-TOTAL	67,744	77,355	88,766	44,772	89,002	82,553	
TRAINING/PROFESSIONAL DEV.							
141 Workshop Training	960	380	350	190	190	0	
142 Professional Conferences	350	1,400	1,000	0	1,000	650	
143 Membership/Dues	2,007	4,165	4,435	991	1,935	5,140	
144 Subscriptions & Books	85	15	0	95	95	0	
146 Training-Transportation	0	83	0	207	207	0	
147 Training-Lodging	413	686	550	449	850	300	
148 Training-Meals	161	56	100	8	60	100	
SUB-TOTAL	3,975	6,785	6,435	1,940	4,337	6,190	
TOTAL EMPLOYEE SERVICES	341,486	359,831	377,110	189,110	374,016	371,664	-1.4%
OFFICE SUPPLIES							
211 General Office Supplies	2,100	1,066	1,000	557	1,000	2,800	
214 Computer Supplies	3,156	2,030	1,200	899	1,328	1,200	
215 Postage	2,215	2,372	2,000	2,768	4,000	2,000	
SUB-TOTAL	7,471	5,468	4,200	4,225	6,328	6,000	
PROGRAM/SPECIAL EVENTS							
232 Food/Meals	282	16	125	20	125	0	
SUB-TOTAL	282	16	125	20	125	0	
SPECIALTY SUPPLIES							
256 Minor Tools/Instruments	45	70	250	11	70	70	
SUB-TOTAL	45	70	250	11	70	70	
OPERATIONAL EQUIPMENT							
264 Computer Accessories	6,253	0	0	0	0	0	
267 Computers	0	0	0	1,931	1,931	0	
269 Other Office Equipment	0	237	0	0	0	0	
SUB-TOTAL	6253	237	0	1931	1,931	0	
TOTAL OPERATIONAL SUPPLIES	14,051	5,792	4,575	6,187	8,454	6,070	32.7%
UTILITIES							
323 Truck Telephone System	340	346	350	255	510	560	
324 Cell Phones	1,261	1,249	1,270	591	1,110	1,900	
TOTAL FACILITIES OPERATIONS	1,601	1,595	1,620	846	1,620	2,460	51.9%

**COMMUNITY DEVELOPMENT-
PLANNING / INSPECTIONS**

	FY2007-08 ACTUAL	FY2008-09 ACTUAL	FY2009-10 ADOPTED BUDGET	FY2009-10 MID-YEAR	FY2009-10 PROJECTED	FY2010-11 PROPOSED BUDGET	% Change Prior Year
EQUIPMENT RENTAL							
414 Motor Vehicle Rental	7,143	5,112	6,197	3,096	6,197	6,020	
419 Replacement Fund Contrib.	3,970	1,413	0	0	0	0	
SUB-TOTAL	11,113	6,525	6,197	3,096	6,197	6,020	
OFFICE EQUIPMENT							
461 Office Equipment Rental	1,241	130	0	0	0	0	
462 Office Equip. Maint	0	271	300	151	265	300	
SUB-TOTAL	1,241	401	300	151	265	300	
TOTAL EQUIP OPERATIONS/MT.	12,354	6,926	6,497	3,247	6,462	6,320	-2.7%
CONTRACT SERVICES & FEES							
521 County Recording Fees	2,796	3,121	4,200	3,784	4,584	4,000	
523 Outside Printing	0	76	250	558	1,288	250	
528 Advertising	2,511	1,359	1,150	1,045	1,987	1,200	
532 Software Maint/License	3853	10266	10,700	3,497	6,400	7,112	
539 Other Contract Services	29,241	70,746	30,000	28,850	35,000	37,000	
TOTAL CONTRACT SVCS & FEES	38,402	85,568	46,300	37,734	49,259	49,562	7.0%
GRAND TOTALS	407,895	459,711	436,102	237,124	439,811	436,076	0.0%

MAIN STREET PROGRAM

	FY2007-08	FY2008-09	FY2009-10 ADOPTED	FY2009-10 MID-YEAR	FY2009-10 PROJECTED	FY2010-11 PROPOSED	% Change Prior Year
	ACTUAL	ACTUAL	BUDGET			BUDGET	
WAGES & SALARIES							
111 Regular Full Time	70,150	50,809	50,614	38,770	80,564	35,000	
114 Overtime	103	0	0	0	0	0	
115 Longevity Pay	96	144	192	192	192	48	
118 Insurance Allowance	738	0	0	415	1,015	1200	
SUB-TOTAL	71,088	50,953	50,806	39,378	81,771	36,248	
PAID BENEFITS							
121 FICA-Social Security	5,154	3,509	3,902	2,672	6,302	2,783	
122 Workers Compensation	287	194	152	71	246	96	
123 State Unemployment Tax	243	45	192	22	383	39	
124 TMRS	7,105	6,421	6,717	5,139	10,850	4,868	
126 Health Insurance	3,602	3,911	5,069	2,957	5,069	0	
127 Dental Insurance	337	202	202	101	202	0	
128 Long Term Disability	246	183	197	143	314	136	
SUB-TOTAL	16,974	14,466	16,431	11,104	23,366	7,922	
ALLOWANCES/REIMBURSEMENTS							
133 Business Transportation	45	137	200	0	200	200	
135 Business Meals	146	14	200	90	200	200	
SUB-TOTAL	192	151	400	90	400	400	
TRAINING/PROFESSIONAL DEV.							
141 Workshop Training	520	0	500	0	200	0	
142 Professional Conferences	580	155	820	690	690	275	
143 Membership/Dues	690	595	700	675	675	675	
144 Subscriptions & Books	78	0	100	0	0	0	
146 Training-Transportation	674	343	940	498	650	900	
147 Training-Lodging	853	0	800	908	1,530	950	
148 Training-Meals	293	28	610	64	300	450	
SUB-TOTAL	3,688	1,120	4,470	2,835	4,045	3,250	
TOTAL EMPLOYEE SERVICES	91,942	66,689	72,107	53,407	109,582	47,820	-33.7%
OFFICE SUPPLIES							
211 General Office Supplies	799	259	500	236	500	1,500	
214 Computer Supplies	264	156	500	150	300	300	
215 Postage	141	1,772	600	7	200	200	
SUB-TOTAL	1,205	2,187	1,600	393	1,000	2,000	
PROGRAM/SPECIAL EVENTS							
232 Food/Meals	0	0	50	0	0	0	
235 Promotional Supplies	714	760	800	50	450	1,000	
SUB-TOTAL	714	760	850	50	450	1,000	
TOTAL OPERATIONAL SUPPLIES	1,918	3,005	2,450	443	1,450	3,000	22.4%
UTILITIES							
323 Truck Telephone System	26	52	50	14	50	50	
324 Cell Phone	278	0	0	0	450	480	
TOTAL FACILITIES OPERATION	304	52	50	14	500	530	960.0%
OFFICE EQUIPMENT							
461 Office Equipment Rental	538	69	0	0	0	0	
462 Office Equipment Maint/Repair	0	271	200	135	270	270	
TOTAL EQUIPMENT OPERATION	538	340	200	135	270	270	35.0%
CONTRACT SERVICES & FEES							
519 Other Professional Svcs.	50	50	50	0	0	0	
523 Outside Printing	596	0	600	52	200	100	
528 Advertising	165	0	500	495	500	500	
539 Other Contract Services	294	300	320	305	305	820	
TOTAL CONTRACT SVCS & FEES	1,105	350	1,470	852	1,005	1,420	-3.4%
GRAND TOTALS	95,807	70,436	76,277	54,851	112,807	53,040	-30.5%

MOODY MUSEUM

	FY2007-08	FY2008-09	FY2009-10 ADOPTED	FY2009-10 MID-YEAR	FY2009-10 PROJECTED	FY2010-11 PROPOSED	% Change Prior Year
	ACTUAL	ACTUAL	BUDGET			BUDGET	
142 Professional Conferences	0	0	610	0	610	0	
146 Training-Transportation	0	0	125	0	125	0	
147 Training-Lodging	0	0	125	0	125	0	
148 Training-Meals	0	0	140	0	140	0	
SUB-TOTAL	0	0	1,000	0	1,000	0	
TOTAL EMPLOYEE SERVICES	0	0	1,000	0	1,000	0	
OFFICE SUPPLIES							
211 General Office Supplies	0	0	0	0	0	100	
217 Office Security	514	479	480	507	650	600	
SUB-TOTAL	514	479	480	507	650	700	
SPECIALTY SUPPLIES							
254 Botanical/Landscape	0	0	300	0	300	300	
259 Misc. Supplies	0	64	300	0	300	300	
SUB-TOTAL	0	64	600	0	600	600	
TOTAL OPERATIONAL SUPPLIES	514	543	1,080	507	1,250	1,300	20.4%
UTILITIES							
321 Light & Power	2,693	4,400	5,200	2,439	5,200	4,500	
322 Natural Gas/Propane	699	210	260	15	260	225	
SUB-TOTAL	3,392	4,610	5,460	2,454	5,460	4,725	
FACILITY REPAIR/IMPROVEMENTS							
349 Misc. Repairs/Main.	248	477	300	0	300	300	
SUB-TOTAL	248	477	300	0	300	300	
TOTAL FACILITIES OPERATION	3,639	5,087	5,760	2,454	5,760	5,025	-12.8%
CONTRACT SERVICES & FEES							
519 Other Professional Svcs.	0	150	0	0	0	0	
528 Advertising	0	0	250	0	0	0	
539 Other Contract Services	17,857	3,250	1,000	300	1,000	500	
TOTAL CONTRACT SVCS & FEES	17,857	3,400	1,250	300	1,000	500	-60.0%
GRAND TOTALS	22,010	9,030	9,090	3,260	9,010	6,825	-24.9%

PUBLIC LIBRARY

	FY2007-08	FY2008-09	FY2009-10 ADOPTED	FY2009-10 MID-YEAR	FY2009-10 PROJECTED	FY2010-11 PROPOSED	% Change Prior Year
	ACTUAL	ACTUAL	BUDGET			BUDGET	
WAGES & SALARIES							
111 Regular Full Time	202,662	206,503	224,602	103,439	213,143	216,876	
114 Overtime	0	0	200	0	0	200	
115 Longevity Pay	1,704	1,944	2,088	1,404	1,404	1,644	
116 Regular Part Time	8,804	4,435	0	0	0	0	
117 Temporary/Seasonal	4,872	1,923	11,043	0	11,408	9,135	
118 Insurance Allowance	1,569	1,200	2,400	600	1,200	1,200	
SUB-TOTAL	219,612	216,006	240,333	105,443	227,155	229,055	
PAID BENEFITS							
121 FICA-Social Security	16,378	16,132	17,506	7,648	17,000	17,572	
122 Workers Compensation	800	757	685	319	664	641	
123 State Unemployment Tax	758	401	1,536	28	1,656	313	
124 TMRS	21,229	26,944	28,933	13,741	28,511	29,512	
126 Health Insurance	19,209	21,187	30,415	16,149	29,148	23,048	
127 Dental Insurance	1,040	1,116	1,213	657	1,365	1,486	
128 Long Term Disability	772	753	840	403	831	846	
SUB-TOTAL	60,187	67,290	81,128	38,945	79,175	73,418	
TRAINING/PROFESSIONAL DEV.							
141 Workshop Training	2	0	0	0	0	0	
142 Professional Conferences	446	431	700	457	458	500	
143 Membership/Dues	627	653	700	423	654	720	
146 Training-Transportation	222	198	750	0	130	142	
147 Training-Lodging	1,196	853	2,500	0	1,633	0	
148 Training-Meals	232	195	480	0	400	0	
SUB-TOTAL	2,724	2,329	5,130	880	3,275	1,362	
TOTAL EMPLOYEE SERVICES	282,522	285,625	326,591	145,268	309,605	303,835	-7.0%
OFFICE SUPPLIES							
211 General Office Supplies	8,978	8,011	8,448	4,683	8,448	8,045	
214 Computer Supplies	1840	1794	2,450	352	2,100	2,400	
215 Postage	920	895	800	535	1,000	800	
217 Office Security	420	420	450	420	420	450	
SUB-TOTAL	12,158	11,120	12,148	5,990	11,968	11,695	
OPERATIONAL EQUIPMENT							
252 Medical Supplies	0	58	100	44	100	100	
267 Computers	11,490	0	0	0	0	0	
269 Other Equipment	0	0	4,095	3,995	3,995	0	
SUB-TOTAL	11,490	58	4,195	4,039	4,095	100	
TOTAL OPERATIONAL SUPPLIES	23,648	11,178	16,343	10,029	16,063	11,795	-27.8%
UTILITIES							
321 Light & Power	18,660	42,962	45,000	16,835	44,000	45,000	
322 Natural Gas/Propane	1470	1304	2,500	1,389	2,500	2,500	
323 Truck Telephone System	3,159	3,149	3,400	1,589	3,400	3,400	
TOTAL FACILITIES OPERATION	23,289	47,415	50,900	19,812	49,900	50,900	0.0%
OFFICE EQUIPMENT							
461 Office Equipment Rental	1,552	1,552	0	0	0	0	
462 Office Equip Maint/Repair	352	402	600	629	1,000	660	
TOTAL EQUIPMENT OPERATION	1,904	1,953	600	629	1,000	660	10.0%

PUBLIC LIBRARY

	FY2007-08	FY2008-09	FY2009-10 ADOPTED	FY2009-10 MID-YEAR	FY2009-10 PROJECTED	FY2010-11 PROPOSED	% Change Prior Year
	ACTUAL	ACTUAL	BUDGET			BUDGET	
CONTRACT SERVICES & FEES							
532 Software Maint/License	2,878	934	3,150	0	3,000	3,760	
536 Extended Warranty-Maint	1,387	1,426	1,730	0	1,730	1,730	
539 Other Contract Services	5,067	5,140	5,545	2,800	5,500	3,495	
TOTAL CONTRACT SVCS & FEES	9,331	7,500	10,425	2,800	10,230	8,985	-13.8%
OFFICE FURNITURE/EQUIPMENT							
714 Computer Equipment	40,834	0	0	0	0	0	
718 Library Books	7,039	40,097	45,000	18,812	45,000	43,300	
TOTAL CAPITAL OUTLAY	47,873	40,097	45,000	18,812	45,000	43,300	-3.8%
GRAND TOTALS	388,568	393,768	449,859	197,351	431,798	419,475	-6.8%

FIRE

	FY2007-08	FY2008-09	FY2009-10 ADOPTED	FY2009-10 MID-YEAR	FY2009-10 PROJECTED	FY2010-11 PROPOSED	% Change Prior Year
	ACTUAL	ACTUAL	BUDGET			BUDGET	
WAGES & SALARIES							
111 Regular Full Time	1,001,826	1,027,053	1,067,444	524,094	1,071,545	1,089,809	
114 Overtime	60,865	71,305	40,749	24,941	40,749	49,453	
115 Longevity Pay	7,696	7,656	8,640	8,596	8,572	9,312	
118 Insurance Allowance	1,754	2,400	2,400	692	1,338	1,200	
SUB-TOTAL	1,072,140	1,108,414	1,119,233	558,323	1,122,204	1,149,774	
PAID BENEFITS							
121 FICA-Social Security	78,585	81,808	87,477	42,170	86,170	87,617	
122 Workers Compensation	28,224	33,615	25,701	11,971	25,775	23,260	
123 State Unemployment Tax	2,639	1,237	4,984	56	5,368	1,014	
124 TMRS	106,720	141,591	150,597	74,713	148,348	153,244	
126 Health Insurance	92,008	93,057	121,660	71,813	126,617	96,032	
127 Dental Insurance	4,835	4,565	4,853	2,443	4,903	5,308	
128 Long Term Disability	3,579	3,659	4,163	2,039	4,179	4,250	
SUB-TOTAL	316,590	359,531	399,435	205,206	401,360	370,725	
ALLOWANCES/REIMBURSEMENTS							
131 Uniforms	10,935	8,987	8,000	1,376	5,000	6,561	
135 Business Meals	366	288	300	198	300	250	
SUB-TOTAL	11,302	9,274	8,300	1,574	5,300	6,811	
TRAINING/PROFESSIONAL DEV.							
141 Workshop Training	2,178	3,429	7,460	2,325	6,732	4,995	
142 Professional Conferences	0	1745	350	315	350	350	
143 Membership/Dues	540	584	900	240	700	800	
144 Subscriptions & Books	362	36	1,400	1184	1,400	1,200	
146 Training-Transportation	19	349	0	164	200	0	
147 Training-Lodging	0	667	250	278	278	200	
148 Training-Meals	73	1,297	710	248	710	402	
SUB-TOTAL	3,172	8,106	11,070	4,754	10,370	7,947	
TOTAL EMPLOYEE SERVICES	1,403,204	1,485,325	1,538,038	769,857	1,539,234	1,535,257	-0.2%
OFFICE SUPPLIES							
211 General Office Supplies	2,639	1,775	1,500	987	1,800	1,000	
214 Computer Supplies	499	919	1,175	558	1,175	800	
215 Postage	162	196	300	137	300	270	
SUB-TOTAL	3,299	2,890	2,975	1,682	3,275	2,070	
PROGRAM/SPECIAL EVENTS							
232 Food/Meals	0	242	0	0	0	0	
233 City Sponsored Events	0	0	0	0	0	0	
SUB-TOTAL	0	242	0	0	0	0	
PUBLIC SAFETY SUPPLIES							
247 Turnout Protective Gear	10,510	10,596	11,390	9,675	11,390	10,480	
248 Household Supplies	994	861	1,000	337	1,100	750	
249 Fire Prevention Supplies	3,066	2,918	2,000	320	2,000	1,835	
SUB-TOTAL	14,569	14,375	14,390	10,332	14,490	13,065	
SPECIALTY SUPPLIES							
252 Medical Supplies	1,903	2,080	2,500	2,313	3,500	2,577	
253 Chemicals	828	2,695	2,500	299	2,000	1,400	
255 Recreation/Sports Equip.	1,462	0	500	450	450	250	
256 Minor Tools/Instruments	17,400	19,400	10,000	1,510	9,100	4,925	
259 Misc. Supplies	0	0	7,500	280	4,500	4,900	
SUB-TOTAL	21,592	24,175	23,000	4,853	19,550	14,052	

FIRE

	FY2007-08	FY2008-09	FY2009-10 ADOPTED	FY2009-10 MID-YEAR PROJECTED	FY2009-10 PROPOSED	FY2010-11 BUDGET	% Change Prior Year
	ACTUAL	ACTUAL	BUDGET				
OPERATIONAL EQUIPMENT							
261 Office Furniture	0	0	1,500	0	1,350	0	
262 Communication Equip.	738	452	500	0	500	0	
265 Instruments/Apparatus	-	3622	4,000	71	4,000	2,850	
267 Computers	0	0	0	899	900	0	
SUB-TOTAL	738	4,074	6,000	970	6,750	2,850	
TOTAL OPERATIONAL SUPPLIES	40,198	45,757	46,365	17,836	44,065	32,037	-30.9%
FACILITY RENTAL							
311 Long Term Lease	0	6353	7,520	353	7,520	6,890	
313 Short Term Rental	0	150	0	0	0	0	
SUB-TOTAL	0	6,503	7,520	353	7,520	6,890	
UTILITIES							
321 Light & Power	16,830	27,197	27,000	11,965	27,000	27,000	
322 Natural Gas/Propane	5,034	3,367	4,500	4,534	5,200	8,772	
323 Truck Telephone System	4,429	4,149	4,500	2,059	4,500	4,500	
324 Cell Phones	2,192	1,945	1,900	855	1,900	1,900	
325 Pagers	2,257	2,837	2,700	795	2,700	2,700	
SUB-TOTAL	30,741	39,496	40,600	20,208	41,300	44,872	
TOTAL FACILITIES OPERATION	30,741	45,999	48,120	20,561	48,820	51,762	7.6%
EQUIPMENT RENTAL							
414 Motor Vehicle Rental	35,999	29,857	37,234	18,612	37,234	39,150	
415 Trucks, Heavy Equip Rental	66,855	64,173	68,111	34,056	68,111	69,222	
419 Replacement Fund Contrib.	29,390	10,485	0	0	0	0	
SUB-TOTAL	132,244	104,515	105,345	52,668	105,345	108,372	
TOTAL EQUIPMENT OPERATION	132,244	104,515	105,345	52,668	105,345	108,372	2.9%
CONTRACT SERVICES & FEES							
523 Outside Printing	1156	1185	1,190	0	1,190	1,010	
526 Testing/Cert. Permits	3,685	4,233	6,450	1,982	4,500	4,500	
527 Delivery, Courier Svcs.	240	316	325	194	425	290	
532 Software Maint./License	955	955	1,000	0	955	955	
539 Other Contract Services	850	630	1,345	318	1,000	1,000	
TOTAL CONTRACT SVCS & FEES	6,885	7,319	10,310	2,494	8,070	7,755	-24.8%
OFFICE FURNITURE/EQUIPMENT							
717 Instruments/Apparatus	10,765	7,842	0	0	0	0	
TOTAL CAPITAL OUTLAY	10,765	7,842	0	0	0	0	#DIV/0!
CONTRIBUTIONS/TRANSFERS							
820 Civil Service SL Transfer	10,000	5,000	5,000	2,500	1,271	2,500	
TOTAL CONTRACT SVCS & FEES	10,000	5,000	5,000	2,500	1,271	2,500	-50.0%
GRAND TOTALS	1,634,038	1,701,757	1,753,178	865,915	1,746,805	1,737,683	-0.9%

POLICE

	FY2007-08	FY2008-09	FY2009-10	FY2009-10	FY2009-10	FY2010-11	% Change
	ACTUAL	ACTUAL	ADOPTED	MID-YEAR	PROJECTED	PROPOSED	Prior
			BUDGET			BUDGET	Year
WAGES & SALARIES							
111 Regular Full Time	1,530,394	1,643,510	1,645,558	813,980	1,627,502	1,600,157	
114 Overtime	24,968	33,446	30,571	20,293	29,690	29,690	
115 Longevity Pay	12,460	13,200	14,976	14,400	14,400	15,840	
118 Insurance Allowance	923	1,200	1,200	600	1,200	1,200	
SUB-TOTAL	1,568,745	1,691,356	1,692,305	849,272	1,672,792	1,646,887	
PAID BENEFITS							
121 FICA-Social Security	116,212	124,524	129,885	62,321	128,454	126,478	
122 Workers Compensation	46,875	53,900	41,108	19,148	41,500	37,405	
123 State Unemployment Tax	3,966	1,856	7,285	0	7,285	1,443	
124 TMRS	154,964	212,844	223,606	110,609	221,143	221,211	
126 Health Insurance	127,258	144,720	187,559	108,585	182,068	138,702	
127 Dental Insurance	7,009	7,261	7,481	3,615	7,262	7,731	
128 Long Term Disability	5,426	5,896	6,418	3,165	6,347	6,409	
SUB-TOTAL	461,709	551,003	603,342	307,443	594,059	539,379	
ALLOWANCES/REIMBURSEMENTS							
131 Uniforms	9,205	3,152	7,500	411	1,500	4,620	
SUB-TOTAL	9,205	3,152	7,500	411	1,500	4,620	
TRAINING/PROFESSIONAL DEV.							
141 Workshop Training	2,447	1,161	2,500	2,420	3,000	2,700	
143 Membership/Dues	560	739	1,197	242	1,197	627	
144 Subscriptions & Books	943	630	950	2,806	2,850	937	
146 Training-Transportation	4	3	50	0	0	0	
148 Training-Meals	580	124	300	620	1,350	300	
SUB-TOTAL	4,534	2,657	4,997	6,088	8,397	4,564	
TOTAL EMPLOYEE SERVICES	2,044,193	2,248,167	2,308,144	1,163,214	2,276,748	2,195,450	-4.9%
OFFICE SUPPLIES							
211 General Office Supplies	10,187	6,494	6,500	3,614	6,500	6,000	
213 Photographic Supplies	992	37	620	63	395	290	
214 Computer Supplies	2,558	1,301	2,500	962	2,500	1,800	
215 Postage	2,462	1,132	2,500	693	1,500	1,600	
SUB-TOTAL	16,199	8,964	12,120	5,332	10,895	9,690	
PROGRAM/SPECIAL EVENTS							
232 Food/Meals	889	598	825	54	825	500	
236 Misc. Occassions	1,521	2,500	13,000	3,000	7,000	5,500	
SUB-TOTAL	2,410	3,098	13,825	3,054	7,825	6,000	
PUBLIC SAFETY SUPPLIES							
242 Fire Arms Supplies	3,013	3,420	4,000	0	1,570	1,600	
243 Investigation Supplies	1,482	2,361	2,500	369	2,500	2,350	
248 PAL Supplies	0	2,126	0	0	0	0	
SUB-TOTAL	4,495	7,907	6,500	369	4,070	3,950	
SPECIALTY SUPPLIES							
256 Minor Tools/Instruments	3,178	1,977	2,500	574	2,500	1,700	
259 Misc. Supplies	2,447	2,506	2,500	15,444	17,236	1,700	
SUB-TOTAL	5,625	4,483	5,000	16,018	19,736	3,400	

POLICE

	FY2007-08	FY2008-09	FY2009-10	FY2009-10	FY2009-10	FY2010-11	% Change
	ACTUAL	ACTUAL	ADOPTED BUDGET	MID-YEAR	PROJECTED	PROPOSED BUDGET	Prior Year
OPERATIONAL EQUIPMENT							
261 Office Furniture	1,454	0	0	0	0	0	
265 Instruments/Apparatus	2,530	0	0	0	0	0	
267 Computers	0	5,407	0	3,596	8,517	0	
269 Other Office Equipment	7,711	995	450	0	443	200	
279 Other Operational Equip	2,226	0	0	1,381	1,381	0	
SUB-TOTAL	13,921	6,402	450	4,977	10,341	200	
TOTAL OPERATIONAL SUPPLIES	43,445	30,854	37,895	29,750	52,867	23,240	-38.7%
FACILITY RENTAL							
311 Long Term Lease	0	10,080	11,130	5,040	11,130	11,130	
SUB-TOTAL	0	10,080	11,130	5,040	11,130	11,130	
UTILITIES							
321 Light & Power	17,315	24,550	25,000	13,216	26,000	26,000	
323 Truck Telephone System	10,776	10,800	10,000	5,728	11,400	11,400	
324 Cell Phones	3,858	4,033	4,500	2,028	4,500	4,500	
325 Pagers	464	498	450	111	450	450	
326 Wireless Data Services	9,643	6,413	7,000	2,969	5,938	5,940	
SUB-TOTAL	42,056	46,293	46,950	24,052	48,288	48,290	
TOTAL FACILITIES OPERATION	42,056	56,373	58,080	29,092	59,418	59,420	2.3%
EQUIPMENT RENTAL							
414 Motor Vehicle Rental	156,892	136,686	167,313	83,700	167,313	156,538	
419 Replacement Fund Contrib.	37,227	13,275	35,922	13,131	0	0	
SUB-TOTAL	194,119	149,961	203,235	96,831	167,313	156,538	
FIXED EQUIPMENT MAINTENANCE							
436 Other Equip Maint/Repair	0	7,736	0	0	0	0	
SUB-TOTAL	0	7,736	0	0	0	0	
OFFICE EQUIPMENT							
461 Office Equipment Rental	4,781	1,683	0	258	0	0	
462 Office Equip Maint/Repair	6,010	1,800	3,500	2,218	3,500	3,500	
SUB-TOTAL	10,791	3,483	3,500	2,476	3,500	3,500	
TOTAL EQUIPMENT OPERATION	204,910	161,180	206,735	99,307	170,813	160,038	-22.6%
CONTRACT SERVICES & FEES							
514 Medical Services	5,263	3,253	4,000	1,836	5,286	4,000	
523 Outside Printing	2,728	1,162	3,500	1,067	3,500	3,000	
524 Laundry & Cleaning	1,431	1,480	1,460	755	1,460	1,510	
528 Advertising	0	0	300	24	24	0	
539 Other Contract Services	32,679	15,223	21,324	20,726	21,687	24,638	
TOTAL CONTRACT SVCS & FEES	42,101	21,118	30,584	24,408	31,957	33,148	8.4%
OFFICE FURNITURE/EQUIPMENT							
714 Computer Equipment	157,773	0	0	0	0	0	
719 Other Capital Outlay	9,093	0	0	0	0	0	
725 Other Equipment	32,111	0	10,575	0	0	0	
TOTAL CAPITAL OUTLAY	198,977	0	10,575	0	0	0	-100.0%
CONTRIBUTIONS/TRANSFERS							
820 Civil Service SL Transfer	10,000	5,000	5,000	2,500	1,500	2,500	
TOTAL CONTRIB./CONTINGENCY	10,000	5,000	5,000	2,500	1,500	2,500	-50.0%
GRAND TOTALS	2,585,681	2,522,692	2,657,013	1,348,270	2,593,303	2,473,796	-6.9%

ANIMAL CONTROL

	FY2007-08	FY2008-09	FY2009-10	FY2009-10	FY2009-10	FY2010-11	% Change
	ACTUAL	ACTUAL	ADOPTED	MID-YEAR	PROJECTED	PROPOSED	Prior
			BUDGET			BUDGET	Year
WAGES & SALARIES							
111 Regular Full Time	34,886	35,435	35,180	17,603	35,180	35,180	
114 Overtime	4,103	4,103	2,500	500	4,103	3,869	
115 Longevity Pay	288	336	384	384	384	432	
117 Temporary/Seasonal	6,116	10,467	11,375	6,894	11,375	11,375	
SUB-TOTAL	45,393	50,341	49,439	25,381	51,042	50,856	
PAID BENEFITS							
121 FICA-Social Security	3,252	3,628	3,883	1,776	3,883	3,887	
122 Workers Compensation	1,021	1,063	1,056	492	1,056	1,208	
123 State Unemployment Tax	138	146	383	20	383	78	
124 TMRS	3,896	4,920	5,187	2,407	5,187	5,276	
126 Health Insurance	3,602	3,911	5,069	2,957	5,069	3,841	
127 Dental Insurance	202	202	202	101	202	212	
128 Long Term Disability	125	127	137	69	137	137	
SUB-TOTAL	12,235	13,997	15,917	7,822	15,917	14,639	
ALLOWANCES/REIMBURSEMENTS							
131 Uniforms	425	433	789	52	310	659	
SUB-TOTAL	425	433	789	52	310	659	
TRAINING/PROFESSIONAL DEV.							
141 Workshop Training	0	0	300	295	295	270	
SUB-TOTAL	0	0	300	295	295	270	
TOTAL EMPLOYEE SERVICES	58,053	64,770	66,445	33,550	67,564	66,424	0.0%
SPECIALTY SUPPLIES							
253 Chemicals	390	809	900	0	500	0	
256 Minor Tools/Instruments	125	313	500	85	450	450	
259 Misc. Supplies	1,792	2,145	2,000	1,451	3,000	2,700	
SUB-TOTAL	2,307	3,266	3,400	1,536	3,950	3,150	
OPERATIONAL EQUIPMENT							
278 Animal Control Devices	4,790	1,036	1,000	41	970	900	
SUB-TOTAL	4,790	1,036	1,000	41	970	900	
TOTAL OPERATIONAL SUPPLIES	7,097	4,302	4,400	1,577	4,920	4,050	-8.0%
UTILITIES							
321 Light & Power	2,053	3,362	3,465	1,921	3,465	3,500	
323 Trunk Telephone System	570	651	600	284	600	600	
324 Cell Phones	399	400	400	186	400	400	
SUB-TOTAL	3,022	4,413	4,465	2,391	4,465	4,500	
JANITORIAL SUPPLIES/SVC							
352 Cleaning Supplies	990	682	850	719	1,550	1,395	
SUB-TOTAL	990	682	850	719	1,550	1,395	
TOTAL FACILITIES OPERATION	5,085	5,095	5,315	3,109	6,015	5,895	10.9%
EQUIPMENT RENTAL							
414 Motor Vehicle Rental	8,572	7,528	12,394	6,192	12,394	6,020	
419 Replacement Fund Contrib.	1,583	567	0	0	0	0	
TOTAL EQUIPMENT OPERATION	10,155	8,095	12,394	6,192	12,394	6,020	-51.4%
CONTRACT SERVICES & FEES							
515 Veterinarian Services	534	2,216	1,000	2,017	5,650	5,085	
TOTAL CONTRACT SVCS & FEES	534	2,216	1,000	2,017	5,650	5,085	408.5%
GRAND TOTALS	80,924	84,477	89,554	46,446	96,543	87,474	-2.3%

PUBLIC WORKS ADMINISTRATION

	FY2007-08	FY2008-09	FY2009-10 ADOPTED	FY2009-10 MID-YEAR	FY2009-10 PROJECTED	FY2010-11 PROPOSED	% Change Prior Year
	ACTUAL	ACTUAL	BUDGET			BUDGET	
WAGES & SALARIES							
111 Regular Full Time	103,149	103,249	106,726	54,255	107,969	107,969	
114 Overtime	827	1,397	200	1,137	2,063	1,000	
115 Longevity Pay	336	432	528	528	528	624	
SUB-TOTAL	104,312	105,078	107,454	55,920	110,560	109,593	
PAID BENEFITS							
121 FICA-Social Security	7,957	8,253	8,204	4,283	8,490	8,416	
122 Workers Compensation	360	393	320	149	325	315	
123 State Unemployment Tax	236	90	383	0	383	78	
124 TMRS	10,268	13,546	14,123	7,299	14,616	14,720	
126 Health Insurance	7,203	7,823	10,138	5,914	10,138	7,683	
127 Dental Insurance	404	404	404	202	404	425	
128 Long Term Disability	371	383	414	211	421	421	
SUB-TOTAL	26,800	30,893	33,986	18,058	34,777	32,058	
TRAINING/PROFESSIONAL DEV.							
141 Workshop Training	0	0	200	35	100	0	
142 Professional Conferences	0	99	0	27	0	0	
144 Subscriptions & Books	145	0	0	0	0	0	
146 Training-Transportation	0	218	175	103	200	0	
147 Training-Lodging	545	0	300	621	621	0	
148 Training-Meals	0	119	100	1,552	1,552	0	
SUB-TOTAL	690	436	775	2,338	2,473	0	
TOTAL EMPLOYEE SERVICES	131,803	136,407	142,315	76,316	147,810	141,651	-0.5%
OFFICE SUPPLIES							
211 General Office Supplies	197	440	200	289	400	250	
215 Postage	152	38	50	22	50	50	
SUB-TOTAL	349	477	250	311	450	300	
OPERATIONAL EQUIPMENT							
269 Other Equipment	0	158	0	0	0	0	
SUB-TOTAL	0	158	0	0	0	0	
TOTAL OPERATIONAL SUPPLIES	349	635	250	311	450	300	20.0%
UTILITIES							
323 Truck Telephone System	75	178	100	(14)	100	125	
324 Cell Phones	479	555	480	383	820	480	
TOTAL FACILITIES OPERATION	554	732	580	369	920	605	4.3%
EQUIPMENT RENTAL							
414 Motor Vehicle Rental	1,100	1,094	2,000	835	2,000	0	
419 Replacement Fund Contrib.	1,125	405	0	0	0	0	
SUB-TOTAL	2,225	1,499	2,000	835	2,000	0	
OFFICE EQUIPMENT							
461 Office Equipment Rental	894	89	0	0	0	0	
462 Office Equip. Maint	0	271	275	135	275	275	
SUB-TOTAL	894	360	275	135	275	275	
TOTAL EQUIPMENT OPERATION	3,119	1,859	2,275	970	2,275	275	-87.9%
CONTRACT SERVICES & FEES							
512 Engineering Services	8,900	0	0	0	0	0	
TOTAL CONTRACT SVCS & FEES	8,900	0	0	0	0	0	
GRAND TOTALS	144,725	139,633	145,420	77,967	151,455	142,831	-1.8%

STREET MAINTENANCE

	FY2007-08 ACTUAL	FY2008-09 ACTUAL	FY2009-10 ADOPTED BUDGET	FY2009-10 MID-YEAR	FY2009-10 PROJECTED	FY2010-11 PROPOSED BUDGET	% Change Prior Year
WAGES & SALARIES							
111 Regular Full Time	285,406	281,946	332,591	135,161	256,741	232,134	
114 Overtime	3,775	5,370	5,000	1,757	5,000	4,500	
115 Longevity Pay	1,488	1,872	2,256	1,920	1,920	1,968	
118 Insurance Allowance	3,138	2,538	2,400	600	1,200	1,200	
SUB-TOTAL	293,807	291,727	342,247	139,437	264,861	239,802	
PAID BENEFITS							
121 FICA-Social Security	21,202	21,436	26,511	9,849	20,561	18,682	
122 Workers Compensation	27,351	28,225	23,391	10,895	16,845	13,710	
123 State Unemployment Tax	967	409	1,917	7	1,725	273	
124 TMRS	28,962	36,799	45,640	18,184	35,397	32,675	
126 Health Insurance	25,271	26,548	35,484	21,121	35,062	23,048	
127 Dental Insurance	1,297	1,264	1,416	724	1,399	1,274	
128 Long Term Disability	1003	1012	1,297	524	1,001	905	
SUB-TOTAL	106,054	115,691	135,656	61,306	111,990	90,567	
ALLOWANCES/REIMBURSEMENTS							
131 Uniforms	2,861	951	2,000	1,089	2,000	1,800	
132 Uniform Rental	3,046	3,330	3,267	1,341	3,267	2,968	
SUB-TOTAL	5,908	4,281	5,267	2,431	5,267	4,768	
TRAINING/PROFESSIONAL DEV.							
141 Workshop Training	60	75	135	35	135	105	
143 Membership/Dues	133	10	153	147	153	153	
147 Training-Lodging	190	0	0	0	260	0	
148 Training-Meals	128	180	27	62	127	27	
SUB-TOTAL	511	265	315	244	675	285	
TOTAL EMPLOYEE SERVICES	406,279	411,963	483,485	203,418	382,793	335,422	-30.6%
OFFICE SUPPLIES							
211 General Office Supplies	1,406	1,006	1,000	423	1,000	1,000	
SUB-TOTAL	1,406	1,006	1,000	423	1,000	1,000	
CONSTRUCTION SUPPLIES							
221 Street Repair Materials	62,940	68,111	75,000	18,203	60,000	65,000	
222 Striping & Street Signs	9,384	10,552	10,000	2,432	9,900	8,935	
226 Misc. Hardware	101	50	216	105	216	192	
SUB-TOTAL	72,426	78,713	85,216	20,741	70,116	74,127	
PROGRAM/SPECIAL EVENTS							
232 Food/Meals	381	352	350	145	350	350	
SUB-TOTAL	381	352	350	145	350	350	
SPECIALTY SUPPLIES							
252 Medical Supplies	197	195	300	103	300	300	
253 Chemicals	1,395	30	1,500	0	750	1,295	
256 Minor Tools/Instruments	12	52	240	0	240	240	
259 Misc. Supplies	2,935	2,277	3,000	235	3,000	1,000	
SUB-TOTAL	4,540	2,554	5,040	338	4,290	2,835	
OPERATIONAL EQUIPMENT							
262 Communication Equipment	164	0	390	0	390	390	
272 Street Maint. Equipment	1,116	293	1,000	406	1,000	920	
SUB-TOTAL	1,280	293	1,390	406	1,390	1,310	
TOTAL OPERATIONAL SUPPLIES	80,033	82,918	92,996	22,053	77,146	79,622	-14.4%

STREET MAINTENANCE

	FY2007-08	FY2008-09	FY2009-10 ADOPTED	FY2009-10 MID-YEAR	FY2009-10 PROJECTED	FY2010-11 PROPOSED	% Change Prior Year
	ACTUAL	ACTUAL	BUDGET			BUDGET	
FACILITY RENTAL							
312 Annual Lease	840	0	840	0	1,680	840	
SUB-TOTAL	840	0	840	0	1,680	840	
UTILITIES							
321 Light & Power	71,759	103,391	110,000	53,112	100,000	100,000	
322 Natural Gas/Propane	1,251	751	1,350	918	1,350	1,350	
323 Truck Telephone System	2,423	3,243	2,050	2,066	3,500	3,500	
324 Cell Phones	806	799	960	399	960	1,332	
325 Pagers	518	553	684	189	684	684	
SUB-TOTAL	76,757	108,736	115,044	56,684	106,494	106,866	
TOTAL FACILITIES OPERATION	77,597	108,736	115,884	56,684	108,174	107,706	-7.1%
EQUIPMENT RENTAL							
412 Light Equipment Rental	3,018	3,109	2,109	1,056	2,109	2,109	
414 Motor Vehicle Rental	19,109	13,106	18,624	9,642	18,624	23,560	
415 Trucks/Heavy Equip. Rental	78,449	67,896	72,218	38,700	72,218	82,703	
416 Light Equipment Rental/Ext	5,850	0	1,000	0	1,000	1,000	
418 Trucks/Hvy Eq./Ext.	0	3405	0	200	0	3,120	
419 Replacement Fund Contrib.	75,849	27,054	0	0	0	0	
SUB-TOTAL	182,275	114,570	93,951	49,598	93,951	112,492	
OFFICE EQUIPMENT							
461 Office Equipment Rental	0	0	375	375	375	375	
462 Office Equip Maint/Repair	734	708	320	166	320	320	
SUB-TOTAL	734	708	695	541	695	695	
TOTAL EQUIPMENT OPERATION	183,009	115,277	94,646	50,139	94,646	113,187	19.6%
CONTRACT SERVICES & FEES							
526 Testing/ Cert. Permits	344	174	489	170	489	396	
531 Trash Collection Service	939,052	1,060,783	1,102,500	581,478	1,186,400	1,186,400	
539 Other Contract Services	2,093	2,146	4,000	1,367	4,000	3,600	
541 Annual Street Maint.	251,083	0	0	0	0	0	
544 Annual Street Rehab.	0	0	0	0	0	0	
TOTAL CONTRACT SVCS & FEES	1,192,573	1,063,103	1,106,989	583,015	1,190,889	1,190,396	7.5%
GRAND TOTALS	1,939,490	1,781,997	1,894,000	915,309	1,853,648	1,826,333	-3.6%

PUBLIC WORKS GROUNDS							
	FY2007-08	FY2008-09	FY2009-10	FY2009-10	FY2009-10	FY2010-11	% Change
	ACTUAL	ACTUAL	ADOPTED	MID-YEAR	PROJECTED	PROPOSED	Prior
			BUDGET			BUDGET	Year
WAGES & SALARIES							
111 Regular Full Time	289,633	259,089	441,746	170,656	366,472	205,671	
114 Overtime	10,680	13,791	8,600	13,858	31,951	15,000	
115 Longevity Pay	3,984	2,160	2,544	2,448	2,448	2,352	
118 Insurance Allowance	0	0	0	323	381	0	
SUB-TOTAL	304,297	275,041	452,890	187,285	401,252	223,023	
PAID BENEFITS							
121 FICA-Social Security	23,462	20,988	40,022	13,591	30,805	16,633	
122 Workers Compensation	11,292	9,864	14,608	7,088	10,525	5,700	
123 State Unemployment Tax	1,056	618	3,259	51	3,366	312	
124 TMRS	30,330	34,631	68,900	24,651	53,033	29,092	
126 Health Insurance	39,652	42,438	82,612	36,836	67,088	38,413	
127 Dental Insurance	1,904	1,719	3,033	1,028	2,414	1,698	
128 Long Term Disability	1,042	935	1,989	637	1,429	802	
SUB-TOTAL	108,738	111,193	214,423	83,882	168,660	92,650	
ALLOWANCES/REIMBURSEMENTS							
131 Uniforms	2,200	2,074	2,650	3,752	4,000	2,650	
132 Uniforms Rental	4,023	3,879	3,120	2,810	3,920	3,120	
SUB-TOTAL	6,223	5,953	5,770	6,561	7,920	5,770	
TRAINING/PROFESSIONAL DEV.							
141 Workshop Training	610	529	395	580	830	0	
143 Membership/Dues	470	210	395	215	395	395	
146 Training-Transportation	17	0	0	0	0	0	
148 Training-Meals	222	71	250	245	300	0	
SUB-TOTAL	1,319	810	1,040	1,040	1,525	395	
TOTAL EMPLOYEE SERVICES	420,577	392,997	674,123	278,768	579,357	321,838	-52.3%
OFFICE SUPPLIES							
211 General Office Supplies	720	919	1,000	833	1,000	1,000	
SUB-TOTAL	720	919	1,000	833	1,000	1,000	
CONSTRUCTION SUPPLIES							
222 Striping & Street Signs	903	1,915	1,200	1083	2,200	1,000	
225 Sand & Gravel	3,014	3,708	6,000	5,109	6,860	6,000	
226 Misc. Hardware	1,093	786	1,000	263	1,000	800	
SUB-TOTAL	5,010	6,408	8,200	6,455	10,060	7,800	
PROGRAM/SPECIAL EVENTS							
232 Food/Meals	899	0	300	0	300	200	
SUB-TOTAL	899	0	300	0	300	200	
SPECIALTY SUPPLIES							
252 Medical Supplies	195	393	500	670	900	400	
253 Chemicals	2,100	25,460	25,150	6,315	25,150	25,150	
254 Botanical /Landscape	6,266	5,093	5,000	168	5,000	5,000	
255 Recreational/Sports Equip.	14,111	888	8,000	11786	16,200	7,000	
256 Minor Tools/Instruments	336	227	400	282	400	300	
259 Misc. Supplies	1,700	1,540	1,500	1,013	1,500	1,500	
SUB-TOTAL	24,708	33,602	40,550	20,234	49,150	39,350	

PUBLIC WORKS GROUNDS

	FY2007-08 ACTUAL	FY2008-09 ACTUAL	FY2009-10 ADOPTED BUDGET	FY2009-10 MID-YEAR	FY2009-10 PROJECTED	FY2010-11 PROPOSED BUDGET	% Change Prior Year
OPERATIONAL EQUIPMENT							
262 Communication Equip.	0	68	100	0	100	0	
267 Computers	0	580	0	2,358	2,358	0	
269 Other Office Equip	0	0	0	1,403	1,403	0	
271 Ground Keeping Equip	12,129	972	1,000	435	1,000	1,000	
277 Sports Equipment	0	507	1,000	0	1,000	1,000	
279 Other Operational Equip.	4,605	535	900	640	900	900	
SUB-TOTAL	16,734	2,661	3,000	4,835	6,761	2,900	
TOTAL OPERATIONAL SUPPLIES	48,071	43,590	53,050	32,358	67,271	51,250	-3.4%
FACILITY RENTAL							
311 Long Term Rental	1,218	1,218	1,278	1,689	1,749	1,218	
313 Short Term Rental	3,145	2,400	4,950	1,750	4,479	3,200	
SUB-TOTAL	4,363	3,618	6,228	3,439	6,228	4,418	
UTILITIES							
321 Light & Power	0	67,514	100,000	47,831	100,000	100,000	
324 Cell Phones	400	415	480	206	480	880	
325 Pagers	276	330	340	108	340	340	
SUB-TOTAL	676	68,260	100,820	48,145	100,820	101,220	
FACILITY REPAIR/IMPROVEMENTS							
349 Misc. Repairs/Maint.	27,680	36,184	30,000	10,544	28,000	28,000	
352 Cleaning Supplies	0	0	0	1,020	2,000	1,000	
SUB-TOTAL	27,680	36,184	30,000	11,564	30,000	29,000	
TOTAL FACILITIES OPERATION	32,719	108,062	137,048	63,148	137,048	134,638	-1.8%
EQUIPMENT RENTAL							
412 Light Equipment Rental	43,655	35,573	37,317	20,202	37,317	29,220	
414 Motor Vehicle Rental	37,187	29,141	31,909	15,936	31,909	39,007	
416 Light Equipment Rental-Ext			0	635	0	0	
419 Replacement Fund Contrib.	36,249	12,924	10,303	5,152	10,303	0	
SUB-TOTAL	117,091	77,638	79,529	41,925	79,529	68,227	
TOTAL EQUIPMENT OPERATION	117,091	77,638	79,529	41,925	79,529	68,227	-14.2%
CONTRACT SERVICES & FEES							
526 Testing/ Cert. Permits	48	272	350	0	350	180	
539 Other Contract Services	111,088	65,353	84,010	28,347	82,425	82,425	
TOTAL CONTRACT SVCS & FEES	111,136	65,625	84,360	28,347	82,775	82,605	-2.1%
GRAND TOTALS	729,594	687,912	1,028,110	444,546	945,980	658,558	-35.9%
					-8.0%		

PARKS RECREATION

	FY2007-08	FY2008-09	FY2009-10	FY2009-10	FY2009-10	FY2010-11	% Change
	ACTUAL	ACTUAL	ADOPTED	MID-YEAR	PROJECTED	PROPOSED	Prior
			BUDGET			BUDGET	Year
WAGES & SALARIES							
111 Regular Full Time	0	0	0	0	0	150,554	
114 Overtime	0	0	0	0	0	15,000	
115 Longevity Pay	0	0	0	0	0	456	
116 Regular Part Time	0	0	0	0	0	15,936	
SUB-TOTAL	0	0	0	0	0	181,946	
PAID BENEFITS							
121 FICA-Social Security	0	0	0	0	0	14,070	
122 Workers Compensation	0	0	0	0	0	4,177	
123 State Unemployment Tax	0	0	0	0	0	234	
124 TMRS	0	0	0	0	0	24,609	
126 Health Insurance	0	0	0	0	0	21,287	
127 Dental Insurance	0	0	0	0	0	1,177	
128 Long Term Disability	0	0	0	0	0	587	
SUB-TOTAL	0	0	0	0	0	66,141	
ALLOWANCES/REIMBURSEMENTS							
131 Uniforms	0	0	0	0	0	914	
132 Uniforms Rental	0	0	0	0	0	770	
SUB-TOTAL	0	0	0	0	0	1,684	
TRAINING/PROFESSIONAL DEV.							
141 Workshop Training	0	0	0	0	0	145	
143 Membership/Dues	0	0	0	0	0	280	
148 Training-Meals	0	0	0	0	0	110	
SUB-TOTAL	0	0	0	0	0	535	
TOTAL EMPLOYEE SERVICES	0	0	0	0	0	250,306	#DIV/0!
OFFICE SUPPLIES							
211 General Office Supplies	0	0	0	0	0	200	
SUB-TOTAL	0	0	0	0	0	200	
CONSTRUCTION SUPPLIES							
222 Striping & Street Signs	0	0	0	0	0	6,000	
225 Sand & Gravel	0	0	0	0	0	25,000	
226 Misc. Hardware	0	0	0	0	0	200	
SUB-TOTAL	0	0	0	0	0	31,200	
PROGRAM/SPECIAL EVENTS							
233 City Sponsored Events	0	0	0	0	0	1,325	
SUB-TOTAL	0	0	0	0	0	1,325	
SPECIALTY SUPPLIES							
252 Medical Supplies	0	0	0	0	0	300	
253 Chemicals	0	0	0	0	0	27,000	
254 Botanical /Landscape	0	0	0	0	0	2,500	
255 Recreational/Sports Equip.	0	0	0	0	0	7,500	
256 Minor Tools/Instruments	0	0	0	0	0	200	
259 Misc. Supplies	0	0	0	0	0	1,800	
SUB-TOTAL	0	0	0	0	0	39,300	

PARKS RECREATION

	FY2007-08	FY2008-09	FY2009-10	FY2009-10	FY2009-10	FY2010-11	% Change
	ACTUAL	ACTUAL	ADOPTED	MID-YEAR	PROJECTED	PROPOSED	Prior
			BUDGET			BUDGET	Year
OPERATIONAL EQUIPMENT							
262 Communication Equip.	0	0	0	0	0	2,500	
263 Photographic Equipment	0	0	0	0	0	300	
271 Ground Keeping Equip	0	0	0	0	0	1,914	
277 Sports Equipment	0	0	0	0	0	1,970	
279 Other Operational Equip.	0	0	0	0	0	6,900	
SUB-TOTAL	0	0	0	0	0	13,584	
TOTAL OPERATIONAL SUPPLIES	0	0	0	0	0	85,609	#DIV/0!
UTILITIES							
321 Light & Power	0	0	0	0	0	55,000	
323 Trunk Telephone System	0	0	0	0	0	15	
324 Cell Phones	0	0	0	0	0	880	
SUB-TOTAL	0	0	0	0	0	55,895	
FACILITY REPAIR/IMPROVEMENTS							
349 Misc. Repairs/Maint.	0	0	0	0	0	4,000	
SUB-TOTAL	0	0	0	0	0	4,000	
JANITORIAL SUPPLIES/SVCS.							
352 Cleaning Supplies	0	0	0	0	0	3,000	
SUB-TOTAL	0	0	0	0	0	3,000	
TOTAL FACILITIES OPERATION	0	0	0	0	0	62,895	#DIV/0!
EQUIPMENT RENTAL							
412 Light Equipment Rental	0	0	0	0	0	12,042	
414 Motor Vehicle Rental	0	0	0	0	0	6,020	
419 Replacement Fund Contrib.	0	0	0	0	0	0	
SUB-TOTAL	0	0	0	0	0	18,062	
TOTAL EQUIPMENT OPERATION	0	0	0	0	0	18,062	#DIV/0!
CONTRACT SERVICES & FEES							
523 Outside Printing	0	0	0	0	0	100	
526 Testing/ Cert. Permits	0	0	0	0	0	36	
528 Advertising	0	0	0	0	0	150	
539 Other Contract Services	0	0	0	0	0	120,462	
TOTAL CONTRACT SVCS & FEES	0	0	0	0	0	120,748	#DIV/0!
GRAND TOTALS	0	0	0	0	0	537,620	#DIV/0!

**GENERAL SERVICES-
BUILDING MAINTENANCE**

	FY2007-08 ACTUAL	FY2008-09 ACTUAL	FY2009-10 ADOPTED BUDGET	FY2009-10 MID-YEAR	FY2009-10 PROJECTED	FY2010-11 PROPOSED BUDGET	% Change Prior Year
WAGES & SALARIES							
111 Regular Full Time	87,614	90,617	103,891	46,611	93,970	115,396	
114 Overtime	1,135	1,253	1,218	896	1,400	1,400	
115 Longevity Pay	816	912	1,008	1,008	1,008	1,104	
116 Regular Part Time	0	0	9,078	0	8,546	16,961	
118 Insurance Allowance	0	0	0	0	346	2,100	
SUB-TOTAL	89,565	92,782	115,195	48,514	105,270	136,961	
PAID BENEFITS							
121 FICA-Social Security	6,429	6,680	8,842	3,516	8,648	10,499	
122 Workers Compensation	1,561	1,765	2,202	1,026	2,055	2,622	
123 State Unemployment Tax	198	90	767	0	773	156	
124 TMRS	8,849	11,715	15,221	6,316	14,887	18,362	
126 Health Insurance	7,203	7,823	19,009	5,914	11,828	7,683	
127 Dental Insurance	404	404	758	202	472	425	
128 Long Term Disability	315	327	440	182	427	516	
SUB-TOTAL	24,960	28,804	47,239	17,156	39,090	40,263	
ALLOWANCES/REIMBURSEMENTS							
131 Uniforms	495	226	520	420	520	520	
SUB-TOTAL	495	226	520	420	520	520	
TRAINING/PROFESSIONAL DEV.							
141 Workshop Training	0	980	980	0	0	1,200	
143 Membership/Dues	140	100	140	100	140	140	
144 Subscriptions & Books	0	0	100	0	0	0	
148 Training-Meals	0	22	22	0	0	0	
SUB-TOTAL	140	1,102	1,242	100	140	1,340	
TOTAL EMPLOYEE SERVICES	115,160	122,915	164,196	66,191	145,020	179,084	9.1%
OFFICE SUPPLIES							
211 General Office Supplies	2,218	2,168	2,150	1,223	2,150	1,800	
215 Postage	84	70	100	42	100	75	
219 Misc. Occasion	74	0	100	39	100	50	
SUB-TOTAL	2,377	2,237	2,350	1,304	2,350	1,925	
CONSTRUCTION SUPPLIES							
222 Striping & Street Signs	139	488	500	0	500	0	
223 Building Materials	1,099	999	1,000	680	900	1,000	
226 Misc. Hardware	485	1,123	1,000	862	1,100	1,100	
SUB-TOTAL	1,723	2,610	2,500	1,542	2,500	2,100	
PROGRAM/SPECIAL EVENTS							
232 Food/Meals	94	45	100	0	100	50	
SUB-TOTAL	94	45	100	0	100	50	
PUBLIC SAFETY SUPPLIES							
249 Fire Prevention Supplies	1,499	1,858	1,500	1,464	1,500	1,500	
SUB-TOTAL	1,499	1,858	1,500	1,464	1,500	1,500	
SPECIALTY SUPPLIES							
252 Medical Supplies	224	115	300	164	300	300	
253 Chemicals	195	288	300	31	300	100	
256 Minor Tools/Instruments	1,499	1,498	1,500	861	1,500	1,000	
259 Misc. Supplies	4,485	4,833	5,835	4,212	5,835	5,000	
SUB-TOTAL	6,403	6,733	7,935	5,268	7,935	6,400	

**GENERAL SERVICES-
BUILDING MAINTENANCE**

	FY2007-08 ACTUAL	FY2008-09 ACTUAL	FY2009-10 ADOPTED BUDGET	FY2009-10 MID-YEAR	FY2009-10 PROJECTED	FY2010-11 PROPOSED BUDGET	% Change Prior Year
OPERATIONAL EQUIPMENT							
261 Office Furniture	0	0	0	0	0	1,195	
279 Other Operational Equip.	749	2,439	1,200	0	1,200	0	
SUB-TOTAL	749	2,439	1,200	0	1,200	1,195	
TOTAL OPERATIONAL SUPPLIES	12,844	15,923	15,585	9,577	15,585	13,170	-15.5%
UTILITIES							
321 Light & Power	29,529	35,841	30,500	15,004	32,000	33,000	
322 Natural Gas/Propane	1837	1145	1,900	1,489	2,000	2,100	
323 Trunk Telephone System	20,983	21,192	22,000	11,708	23,000	24,000	
324 Cell Phones	829	769	888	432	888	880	
SUB-TOTAL	53,178	58,946	55,288	28,633	57,888	59,980	
FACILITY REPAIR/IMPROVEMENTS							
349 Misc. Repairs/Maint.	46,508	45,628	30,000	27,804	43,000	24,500	
SUB-TOTAL	46,508	45,628	30,000	27,804	43,000	24,500	
JANITORIAL SUPPLIES/SVC							
351 Janitorial Service	54,331	55,073	22,600	26,796	26,796	0	
352 Cleaning Supplies	9,107	9,734	9,000	7,420	10,000	10,000	
SUB-TOTAL	63,438	64,807	31,600	34,216	36,796	10,000	
TOTAL FACILITIES OPERATION	163,124	169,382	116,888	90,653	137,684	94,480	-19.2%
EQUIPMENT RENTAL							
414 Motor Vehicle Rental	6,955	5,112	4,098	2,052	4,098	4,098	
419 Replacement Fund Contrib.	2,500	891	0	0	0	0	
SUB-TOTAL	9,455	6,003	4,098	2,052	4,098	4,098	
FIXED EQUIPMENT MAINT.							
439 Other Equip. Maint/Repair	200	181	200	0	200	0	
SUB-TOTAL	200	181	200	0	200	0	
OFFICE EQUIPMENT							
461 Office Equipment Rental	1864	1529	1,850	896	1,850	1,850	
462 Office Equip. Maint/Repair	560	528	450	175	450	450	
SUB-TOTAL	2424	2058	2,300	1,071	2,300	2,300	
TOTAL EQUIPMENT OPERATION	12,079	8,241	6,598	3,123	6,598	6,398	-3.0%
CONTRACT SERVICES & FEES							
523 Outside Printing	28	82	100	52	100	50	
528 Advertising	130	193	250	0	250	100	
539 Other Contract Services	31,760	9,663	9,300	4,884	9,300	9,300	
TOTAL CONTRACT SVCS & FEES	31,918	9,938	9,650	4,937	9,650	9,450	-2.1%
GRAND TOTALS	335,126	326,398	312,917	174,480	314,537	302,582	-3.3%

ENGINEERING INSPECTIONS

	FY2007-08	FY2008-09	FY2009-10	FY2009-10	FY2009-10	FY2010-11	% Change
	ACTUAL	ACTUAL	ADOPTED BUDGET	MID-YEAR	PROJECTED	PROPOSED BUDGET	Prior Year
WAGES & SALARIES							
111 Regular Full Time	94,574	100,155	99,418	51,046	101,903	101,904	
114 Overtime	9,018	9,304	5,000	3,461	5,000	5,000	
115 Longevity Pay	1,344	1,440	1,536	1,536	1,536	1,632	
118 Insurance Allowance	0	0	0	0	0	0	
SUB-TOTAL	104,935	110,899	105,954	56,043	108,439	108,536	
PAID BENEFITS							
121 FICA-Social Security	7,190	7,603	8,288	3,767	8,479	8,487	
122 Workers Compensation	1,055	955	727	339	776	683	
123 State Unemployment Tax	198	90	383	0	383	78	
124 TMRS	10,355	13,915	14,269	7,297	14,597	14,843	
126 Health Insurance	7,203	7,823	10,138	5,914	10,138	7,683	
127 Dental Insurance	404	404	404	202	404	425	
128 Long Term Disability	340	360	388	199	397	398	
SUB-TOTAL	26,746	31,150	34,597	17,718	35,174	32,597	
ALLOWANCES/REIMBURSEMENTS							
131 Uniforms	542	806	600	(138)	600	270	
SUB-TOTAL	542	806	600	(138)	600	270	
TRAINING/PROFESSIONAL DEV.							
141 Workshop Training	105	134	400	0	0	0	
143 Membership/Dues	85	135	135	105	135	0	
144 Subscriptions & Books	0	58	200	0	100	200	
146 Training-Transportation	0	251	250	0	0	0	
147 Training-Lodging	0	323	400	62	0	0	
148 Training-Meals	0	154	315	0	200	0	
SUB-TOTAL	190	1,054	1,700	167	435	200	
TOTAL EMPLOYEE SERVICES	132,413	143,909	142,851	73,790	144,648	141,603	-0.9%
OFFICE SUPPLIES							
211 General Office Supplies	2,061	2,501	2,000	1,136	2,000	1,550	
215 Postage	0	0	100	21	100	100	
SUB-TOTAL	2,061	2,501	2,100	1,157	2,100	1,650	
SPECIALTY SUPPLIES							
256 Minor Tools/Instruments	46	22	100	0	100	0	
SUB-TOTAL	46	22	100	0	100	0	
OPERATIONAL EQUIPMENT							
262 Communication Equip/Repair	0	0	200	0	0	0	
264 Computer Accessories	35	0	200	0	200	0	
SUB-TOTAL	35	0	400	0	200	0	
TOTAL OPERATIONAL SUPPLIES	2,142	2,523	2,600	1,157	2,400	1,650	-36.5%
UTILITIES							
324 Cell Phones	815	807	960	373	960	900	
SUB-TOTAL	815	807	960	373	960	900	
TOTAL FACILITIES OPERATION	815	807	960	373	960	900	-6.3%

ENGINEERING INSPECTIONS

	FY2007-08	FY2008-09	FY2009-10	FY2009-10	FY2009-10	FY2010-11	% Change
	ACTUAL	ACTUAL	ADOPTED BUDGET	MID-YEAR	PROJECTED	PROPOSED BUDGET	Prior Year
EQUIPMENT RENTAL							
414 Motor Vehicle Rental	7,102	5,112	4,098	1,877	4,098	4,098	
419 Replacement Fund Contrib.	2,813	999	0	0	0	0	
SUB-TOTAL	9,915	6,111	4,098	1,877	4,098	4,098	
TOTAL EQUIPMENT OPERATION	9,915	6,111	4,098	1,877	4,098	4,098	0.0%
CONTRACT SERVICES & FEES							
512 Engineering Service	91,228	49,147	35,000	51,569	75,000	44,200	
536 Warranty/Service Agreement	0	0	0	0	0	960	
TOTAL CONTRACT SVCS & FEES	91,228	49,147	35,000	51,569	75,000	45,160	29.0%
OFFICE FURNITURE/EQUIPMENT							
714 Computer Equipment	0	18,899	0	0	0	0	
TOTAL CAPITAL OUTLAY	0	18,899	0	0	0	0	#DIV/0!
GRAND TOTALS	236,513	221,396	185,509	128,767	227,106	193,411	4.3%

INFORMATION TECHNOLOGY

	FY2007-08 ACTUAL	FY2008-09 ACTUAL	FY2009-10 ADOPTED BUDGET	FY2009-10 MID-YEAR	FY2009-10 PROJECTED	FY2010-11 PROPOSED BUDGET	% Change Prior Year
WAGES & SALARIES							
111 Regular Full Time	17,479	37,271	36,961	18,957	37,885	37,885	
114 Overtime	25	94	300	287	300	300	
115 Longevity Pay	0	0	48	48	48	96	
SUB-TOTAL	17,505	37,365	37,309	19,292	38,233	38,281	
PAID BENEFITS							
121 FICA-Social Security	1,074	2,482	2,842	1,238	2,913	2,917	
122 Workers Compensation	0	134	111	52	114	110	
123 State Unemployment Tax	88	120	192	0	192	39	
124 TMRS	1,658	4,704	4,737	2,512	5,015	5,102	
126 Health Insurance	1,801	3,911	5,069	2,957	5,069	3,841	
127 Dental Insurance	101	202	202	101	202	212	
128 Long Term Disability	78	134	144	74	148	148	
SUB-TOTAL	4,800	11,689	13,297	6,934	13,653	12,369	
TRAINING/PROFESSIONAL DEV.							
144 Subscriptions & Books	0	0	100	0	100	50	
SUB-TOTAL	0	0	100	0	100	50	
TOTAL EMPLOYEE SERVICES	22,305	49,054	50,706	26,226	51,886	50,700	0.0%
OFFICE SUPPLIES							
211 General Office Supplies	0	115	200	156	200	100	
SUB-TOTAL	0	115	200	156	200	100	
SPECIALTY SUPPLIES							
256 Minor Tools	0	100	100	0	100	50	
SUB-TOTAL	0	100	100	0	100	50	
OPERATIONAL EQUIPMENT							
267 Computers	1,998	0	0	0	0	0	
SUB-TOTAL	1,998	0	0	0	0	0	
TOTAL OPERATIONAL SUPPLIES	1,998	215	300	156	300	150	-50.0%
UTILITIES							
324 Cell Phones	300	400	440	207	440	440	
TOTAL FACILITIES OPERATION	300	400	440	207	440	440	0.0%
CONTRACT SERVICES & FEES							
532 Software Maint./License	15,799	4,345	4,830	4,200	4,200	4,172	
536 Extended Maint/Warranty	0	4527	0	0	0	0	
539 Other Contract Services	21,798	18,054	18,226	19,699	31,000	27,368	
TOTAL CONTRACT SVCS & FEES	37,597	26,927	23,056	23,899	35,200	31,540	36.8%
GRAND TOTALS	62,199	76,596	74,502	50,487	87,826	82,830	11.2%

NON-DEPARTMENTAL

	FY2007-08	FY2008-09	FY2009-10 ADOPTED	FY2009-10 MID-YEAR	FY2009-10 PROJECTED	FY2010-11 PROPOSED	% Change Prior Year
	ACTUAL	ACTUAL	BUDGET			BUDGET	
CONTRACT SERVICES & FEES							
511 Legal Services	2850	11845	0	0	0	0	
512 Engineering Services	0	0	0	0	0	0	
522 Insurance and Bonds	55,254	56,337	70,000	25,099	55,000	57,800	
539 Other Contract Services	0	0	20,000	0	19,578	20,150	
543 Credit Card Fees	3,244	5,316	6,000	1,492	3,200	3,200	
TOTAL CONTRACT SVCS & FEES	61,348	73,498	96,000	26,591	77,778	81,150	-15.5%
BAD DEBT							
651 Bad Debt Expense	8,583	19,842	5,000	3,945	6,000	7,500	
TOTAL BAD DEBT	8,583	19,842	5,000	3,945	6,000	7,500	50.0%
CAPITAL IMP/ACQUISITION							
745 Contributions by Developers	381,545	0	0	0	0	0	
TOTAL CAPITAL OUTLAY	381,545	0	0	0	0	0	0%
CONTRIBUTIONS/TRANSFERS							
815 Interfund Transfers Out	1,022,718	72,056	100,000	0	100,000	0	
SUB-TOTAL	1,022,718	72,056	100,000	0	100,000	0	
CONTINGENCY RESERVES/CLAIMS							
831 Contingency Reserves	0	0	100,000	0	16,998	0	
832 Payment of Claims	1776	0	500	0	0	0	
833 Payment of Refunds	848	843	1,000	51	200	0	
SUB-TOTAL	2,624	843	101,500	51	17,198	0	
TOTAL CONTRIB./CONTINGENCY	1,025,342	72,899	201,500	51	117,198	0	-100.0%
SHORT TERM DEBT/CAPITAL LEASE							
913 Cap. Lease Short Term-Prin	0	62,400	62,400	62,400	50,762	52,539	
914 Cap. Lease Short Term-Int.	0	0	0	0	11,638	9,861	
TOTAL SHORT TERM DEBT	0	62,400	62,400	62,400	62,400	62,400	0.0%
GRAND TOTALS	1,476,818	228,639	364,900	92,986	263,376	151,050	-58.6%

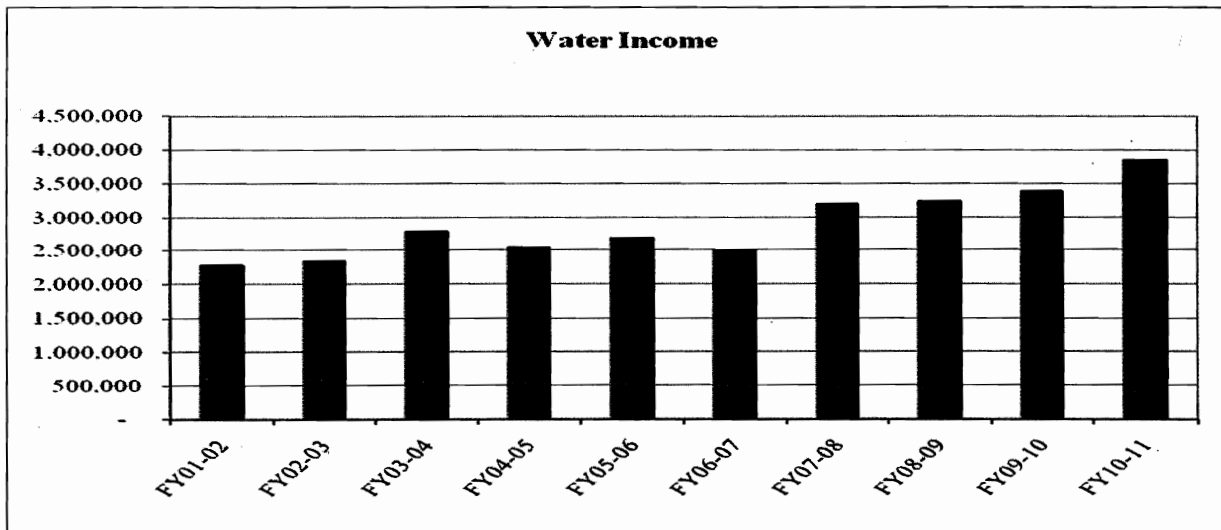
UTILITY FUND

Revenue Assumptions

Charges for Services

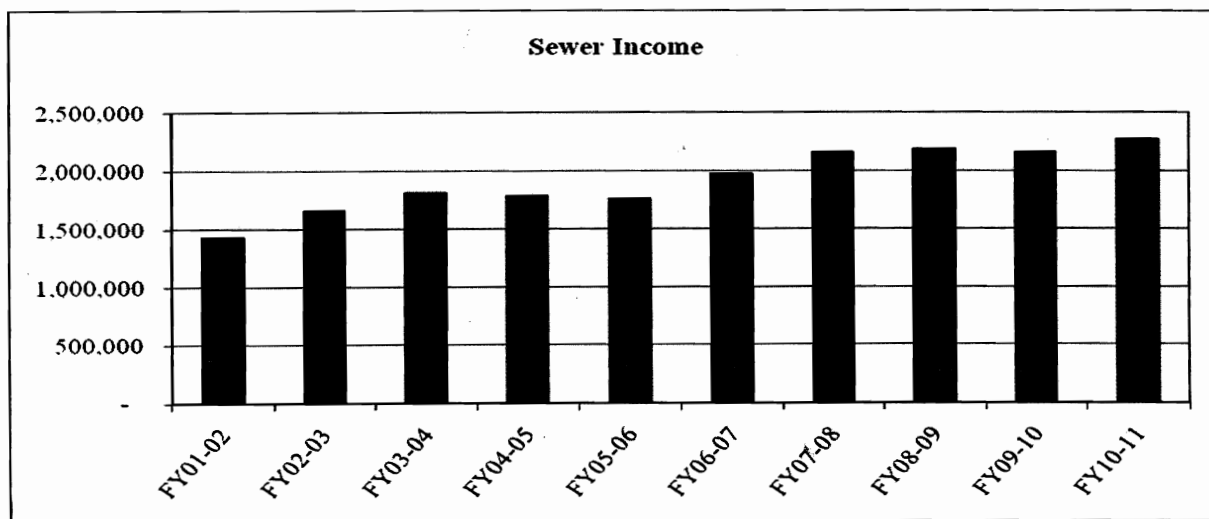
❖ Water Income

Utility Fund revenues for next year are projected to increase 5% over the adopted budget for FY2009-11. Water income is very elastic, and depends a great deal on what the weather does. Water income for FY2010-11 is budgeted at 3,852,616 which contain an increase in the water rates to cover new debt payments.



❖ Sewer Income

Sewer income for FY2010-11 is budgeted at \$2,269,562. Billable gallons are computed base on water consumption average for the months of December, January, and February. A 10% increase in sewer rates is also proposed in this budget to cover the new debt payments.



❖ Wholesale Water Charges

Wholesale water charge for FY2010-11 is budgeted at \$330,000 which is an increase over the FY2009-10 adopted budget; however, is the same for the projected year end of FY2009-10. This revenue is derived from three contracts the city has for the sale of water.

Also, in the category for charges for services are late payment fees, connection fees, transfer fees, bulk sewer disposal fees, credit card processing fees and miscellaneous water service charges. The total budgeted within these line items for these services are \$294,500 which is an increase of \$9,300 over the FY2009-10 adopted budget.

Assessments

The total budgeted amount in FY2010-11 for this category is \$15,500. This is a decrease of \$1,500 or -8.8% from the FY2009-10 adopted budget.

Use of Money & Property-(*interest income, rental income, misc. income*)

The totaled budgeted amount in FY2009-10 for this category is \$99,000 and the amount budgeted for FY2010-11 is \$91,000. The decrease in the category is interest income. Due to economic uncertainty, the interest rates are projected to remain low.

Proceeds from Sale of Fixed Assets

For the FY2010-110 this category is budgeted at \$3,000 which remains the same as the projected FY2009-10 budget.

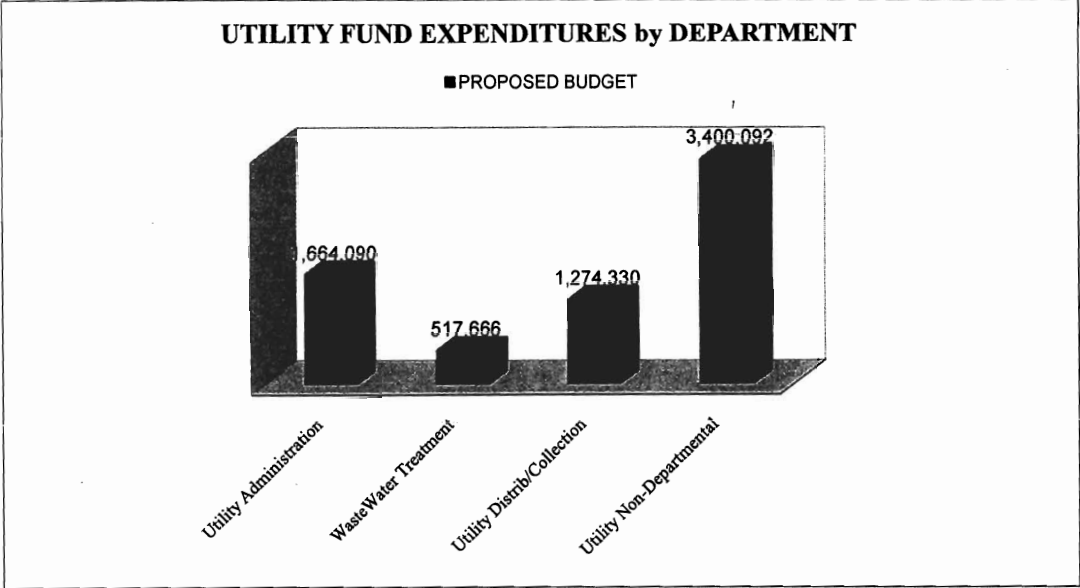
The Utility Fund revenues are budgeted at \$6,856,178 for the FY 2010-11.

**UTILITY FUND
REVENUES**

	FY2007-08 ACTUAL	FY2008-09 ACTUAL	FY2009-10 ADOPTED BUDGET	FY2009-10 MID-YEAR	FY2009-10 PROJECTED	FY2010-11 PROPOSED BUDGET	% Change Prior Year
<u>330-INTERGOVERNMENTAL REV.</u>							
238 Local Reimbursement	0	6,243	0	0	0	0	
TOTAL INTERGOVERNMENTAL REV.	0	6,243	0	0	0	0	0.0%
<u>340-CHARGES FOR SERVICES</u>							
271 Water Services	3,211,538	3,239,992	3,713,710	1,178,391	3,396,770	3,852,616	
272 Connect & Reconnect Fees	89,702	115,332	105,000	45,878	55,000	55,000	
273 Transfer Fees	544	3,201	2,000	1,920	4,700	4,700	
274 Late Payment Fees	139,590	146,184	145,000	62,095	145,000	145,000	
275 Sewer Service Charges	2,160,550	2,189,031	2,226,756	910,635	2,160,142	2,269,562	
276 Wholesale Water Charges	184,812	291,057	200,000	141,250	330,000	330,000	
279 Bulk Sewer Disposal Fees	8,640	11,250	9,500	4,500	9,500	9,500	
280 Misc. Water Service Fees	0	0	13,700	0	65,000	65,000	
289 Credit Card Processing Fees	7,804	10,899	10,000	7,458	15,300	15,300	
TOTAL CHARGES FOR SERVICES	5,803,180	6,006,946	6,425,666	2,352,127	6,181,412	6,746,678	5.0%
<u>420 ASSESSMENTS</u>							
321 Water Tap Fees	7,239	3,698	7,000	1,268	6,000	6,000	
322 Sewer Tap Fees	2,915	3,716	4,000	0	3,000	3,000	
325 Meter Fees	12,377	6,360	6,000	4,380	6,500	6,500	
326 Other Special Assessments	0	0	0	0	0	0	
327 Contrib. by Developers	0	0	0	0	0	0	
TOTAL ASSESSMENTS	22,531	13,774	17,000	5,648	15,500	15,500	-8.8%
<u>430 USE OF MONEY & PROPERTY</u>							
331 Interest Income	264,779	64,899	60,000	7,820	20,000	35,000	
333 Rental Income (Leases)	36,000	36,000	36,000	18,000	36,000	36,000	
334 Misc. Revenue	10,029	18,304	3,000	10,853	20,000	20,000	
335 Reimbursements	1,617	0	0	0	0	0	
337 Unrealized Gain/Loss Inv.	(24,867)	0	0	0	0	0	
TOTAL USE OF MONEY & PROPERTY	287,558	119,203	99,000	36,673	76,000	91,000	-8.1%
<u>460 PROCEEDS GEN FIXED ASSETS</u>							
374 Sale of Surplus Property	0	0	0	0	0	0	
376 Bulk Water Sales	2,263	5,528	3,000	(31)	3,000	3,000	
379 Sale of Misc. Assets	(2,691)	0	0	0	0	0	
TOTAL PROCEEDS GEN FIXED ASSETS	(428)	5,528	3,000	(31)	3,000	3,000	0.0%
GRAND TOTALS	6,112,841	6,151,694	6,544,666	2,394,417	6,275,912	6,856,178	4.8%
Expenditures					6,275,912	6,856,178	
Revenues over Expenditures					0	0	

UTILITY FUND SUMMARY

DEPARTMENT	FY2007-08	FY2008-09	FY2009-10	FY2009-10	FY2009-10	FY2010-11	% Change
	ACTUAL	ACTUAL	ADOPTED BUDGET	MID-YEAR	PROJECTED	PROPOSED BUDGET	Prior Year
Utility Administration	1,485,568	1,556,980	1,622,297	802,786	1,613,785	1,664,090	2.6%
WasteWater Treatment	502,980	533,578	609,492	243,685	504,173	517,666	-15.1%
Utility Distrib/Collection	1,375,004	1,100,770	1,589,456	747,551	1,439,343	1,274,330	-19.8%
Utility Non-Departmental	2,564,778	2,640,949	2,723,421	934,846	2,718,611	3,400,092	24.8%
	5,928,330	5,832,277	6,544,666	2,728,868	6,275,912	6,856,178	4.8%



UTILITY FUND EXPENDITURES

Expenditure Assumptions

100-Employee Services- Cost directly related to the employment of personnel to perform assigned functions and task.

The total employee services budget of \$1,121,564 for FY2010-11 decreased by \$210,448 or -15.8% over the prior year budget. Most of the decrease is due primarily to two full time position frozen, reduction in health insurance cost and a reduction in travel and training.

200-Operational Supplies- Cost of consumable items needed during performance of regular functions and duties of each department.

The operational supplies are budgeted at \$1,677,079 for the FY2010-11, which is a decrease of \$85,752 or - 4.9% from the prior year's budget of \$1,762,831. The major expense in this category is the purchase of treated water from the Brazos River Authority. This decrease is attributed to budget constraints.

300-Facilities Operational/Maintenance-Cost associated with the operation of facilities where city services are provided.

The facilities maintenance category is budgeted at \$312,343 for the FY2010-11, which is an increase of \$3,868 or 1.3% over the prior year's budget of \$308,475. The major increase in this category is the increase in energy cost.

400-Equipment Operations/Maintenance- Costs associated with the operation of vehicles and equipment used in providing city services.

The equipment operations and maintenance category is budgeted at \$143,460 which is a decrease of \$80,150 or 35.8% over the prior year's budget of \$223,610. No contribution to the fleet replacement fund is budgeted, the net result reflected a decrease in this category.

500-Contract Services & Fees- Costs incurred by engaging the services of outside agents or agencies.

Total services for FY2010-11 are budgeted at \$261,640 which is an increase from the prior year budget of \$7,323 or 2.9%. The major expenditures in this category are insurance, testing/certification permit and other contract services.

600- Bad Debt Expense- Cost associated with uncollectible receivables, which are written off.

In FY2010-11, this line item remains the same as the prior year.

700- Capital Outlay- Expenditures which result in the acquisition of or addition to fixed assets (min. \$5,000 per item).

No acquisition of capital outlay is budgeted for the FY2010-11 budget.

800-Contribution/Transfers/Contingencies- Direct payments to other governmental agencies or civic organizations for services rendered directly to the city or indirectly to the community.

Contribution, Transfers, and Contingencies for the FY2009-10 are budget at \$850,000 which is a decrease of \$698 or -0.1% from the adopted budget for FY2009-10. There is no contingency reserve budgeted to off-set any unexpected expenditures that may arise during the fiscal year.

900-Debt Service- These expenditures are composed of interest and principal payments on Bonds that have been sold.

The FY2010-11 is budget at \$2,460,092 which is an increase over prior year's budget of \$1,782,723 or 38%. This is in direct relationship to the issuance of bonds that resulted in an increase in debt payments.

**UTILITY FUND EXPENDITURE
DETAIL**

	FY2007-08	FY2008-09	FY2009-10 ADOPTED	FY2009-10 MID-YEAR	FY2009-10 PROJECTED	FY2010-11 PROPOSED	% Change Prior Year
	ACTUAL	ACTUAL	BUDGET			BUDGET	
WAGES & SALARIES							
111 Regular Full Time	763,679	765,228	874,113	367,342	728,119	722,182	
112 Vacation	(4,295)	(714)	0	0	0	0	
114 Overtime	111,619	113,433	112,151	46,650	109,000	109,223	
115 Longevity Pay	6,480	6,720	7,200	6,192	6,192	6,816	
117 Temporary/Seasonal	0	0	0	0	0	0	
118 Insurance Allowance	1,154	975	0	0	0	0	
SUB-TOTAL	878,637	885,642	993,464	420,184	843,311	838,221	
PAID BENEFITS							
121 FICA-Social Security	65,069	64,938	65,465	31,105	56,656	58,105	
122 Workers Compensation	25,899	26,329	22,450	10,457	15,936	14,640	
123 State Unemployment Tax	2,424	1,315	2,797	26	2,338	780	
124 TMRS	90,797	110,755	111,087	54,665	97,538	101,626	
126 Health Insurance	84,051	91,593	106,452	66,212	103,495	80,668	
127 Dental Insurance	4,549	4,481	4,043	2,191	3,927	4,247	
128 Long Term Disability	2,722	2,725	2,705	1,414	2,408	2,480	
SUB-TOTAL	275,511	302,136	314,999	166,070	282,298	262,546	
ALLOWANCES/REIMBURSEMENTS							
131 Uniforms	8,503	8,533	8,965	5,666	8,865	8,375	
132 Uniforms Rental	8,118	8,031	4,704	2,249	4,354	4,602	
SUB-TOTAL	16,621	16,564	13,669	7,915	13,219	12,977	
TRAINING/PROFESSIONAL DEV.							
141 Workshop Training	3,065	2,341	3,400	1,035	2,940	2,640	
142 Professional Conferences	180	275	315	0	0	0	
143 Membership/Dues	1,125	1,302	1,320	0	1,320	1,190	
144 Subscriptions & Books	248	248	275	0	0	250	
146 Training-Transportation	-	256	60	0	0	0	
147 Training-Lodging	2,509	1,395	3,150	1,283	1,900	2,910	
148 Training-Meals	1,849	792	1,360	585	800	830	
SUB-TOTAL	8,976	6,609	9,880	2,903	6,960	7,820	
TOTAL EMPLOYEE SERVICES	1,179,745	1,210,951	1,332,012	597,072	1,145,788	1,121,564	-15.8%
OFFICE SUPPLIES							
211 General Office Supplies	3,799	4,506	6,609	2,299	4,500	5,290	
213 Photographic Supplies	0	232	280	101	280	280	
214 Computer Supplies	343	790	1,150	350	750	1,310	
215 Postage	29,350	33,915	31,000	14,339	35,470	35,470	
SUB-TOTAL	33,492	39,443	39,039	17,089	41,000	42,350	
CONSTRUCTION SUPPLIES							
221 Street Repair Materials	10,983	32,238	35,000	19,042	35,000	35,000	
223 Building Materials	1,727	1,826	2,000	1,430	2,000	2,000	
224 Clamps	24,148	22,595	25,000	9,950	20,000	20,000	
225 Sand & Gravel	30,111	33,575	28,000	15,753	28,000	28,000	
226 Misc. Hardware	55,177	52,995	50,500	22,088	45,350	45,350	
227 Electrical, Plumbing Supplies	7,596	8,713	10,120	814	9,300	9,300	
228 Machine Fabricated Parts	469	80	1,050	279	1,050	1,050	
SUB-TOTAL	130,211	152,022	151,670	69,356	140,700	140,700	
PROGRAM/SPECIAL EVENTS							
232 Food/Meals	627	382	500	353	500	500	
SUB-TOTAL	627	382	500	353	500	500	

**UTILITY FUND EXPENDITURE
DETAIL**

	FY2007-08	FY2008-09	FY2009-10	FY2009-10	FY2009-10	FY2010-11	% Change
	ACTUAL	ACTUAL	ADOPTED	MID-YEAR	PROJECTED	PROPOSED	Prior
			BUDGET			BUDGET	Year
SPECIALTY SUPPLIES							
251 Laboratory Supplies	3,782	4,825	5,057	2,536	5,057	5,057	
252 Medical Supplies	800	354	700	371	700	700	
253 Chemicals	54,767	45,109	58,190	24,895	51,200	51,290	
254 Botanical /Landscape	989	977	6,000	2,013	6,000	6,000	
256 Minor Tools/Instruments	8,864	6,396	5,770	5,278	6,570	5,770	
258 Treated Water	1,009,618	1,051,686	1,265,600	631,011	1,265,600	1,290,912	
259 Misc. Supplies	207	(241,556)	0	0	0	0	
SUB-TOTAL	1,079,027	867,791	1,341,317	666,104	1,335,127	1,359,729	
OPERATIONAL EQUIPMENT							
261 Office Furniture	0	0	0	0	934	0	
262 Communication Equip.	36	0	200	0	0	200	
264 Computer Accessories	0	0	0	0	0	0	
265 Instruments/Apparatus	4,000	4,705	4,000	417	2,000	2,000	
267 Computers	0	21	0	934	0	0	
269 Other Office Equipment	0	3,861	505	498	498	6000	
273 Fire Hydrants	14,532	3,406	15,000	6,517	15,000	15,000	
274 Water Valves	9,949	9,913	10,600	3883	10,600	10,600	
275 Water Meters	228,019	211,623	200,000	87,450	190,000	100,000	
279 Other Operational Equip.	7,800	0	0	0	0	0	
SUB-TOTAL	264,336	233,529	230,305	99,699	219,032	133,800	
TOTAL OPERATIONAL SUPPLIES	1,507,693	1,293,167	1,762,831	852,601	1,736,359	1,677,079	-4.9%
UTILITIES							
321 Light & Power	190,152	267,970	282,500	148,600	286,592	289,600	
322 Natural Gas/Propane	803	497	1,000	467	900	900	
323 Truck Telephone System	4,347	4,088	4,200	2,359	4,300	4,300	
324 Cell Phones	3,265	3,769	5,015	2,468	4,760	4,343	
325 Pagers	1,533	1,734	1,760	239	730	600	
SUB-TOTAL	200,100	278,058	294,475	154,133	297,282	299,743	
FACILITY REPAIR/IMPROVEMENTS							
341 Roofing Repairs	0	0	0	0	0	0	
342 Electrical Repairs	2,596	2,486	4,450	676	2,700	3,450	
343 Heating/Cooling Repairs	2,315	60	1,500	60	500	1,500	
344 Plumbing Repairs	141	141	650	4	200	650	
349 Misc. Repairs/Maint.	5,625	4,398	7,000	5,790	7,000	7,000	
SUB-TOTAL	10,677	7,085	13,600	6,530	10,400	12,600	
JANITORIAL SUPPLIES/SVC							
352 Cleaning Supplies	735	772	400	0	0	0	
SUB-TOTAL	735	772	400	0	0	0	
TOTAL FACILITIES OPERATION	211,512	285,915	308,475	160,663	307,682	312,343	1.3%
EQUIPMENT RENTAL							
412 Light Equipment Rental	632	787	600	300	600	600	
414 Motor Vehicle Rental	106,427	93,811	88,083	40,938	88,083	68,160	
415 Trucks, Heavy Equip. Rent	56,706	49,858	60,731	30,384	60,731	45,800	
416 Light Equip. Rental-Exterior	2,656	1,600	1,700	1,377	1,700	1,700	
418 Trucks, Heavy Equip.-Ext.	9,777	1,587	3,000	1,805	3,000	3,000	
419 Replacement Fund Contrib.	66,533	49,905	43,246	0	0	0	
SUB-TOTAL	242,731	197,548	197,360	74,804	154,114	119,260	

**UTILITY FUND EXPENDITURE
DETAIL**

	FY2007-08	FY2008-09	FY2009-10 ADOPTED	FY2009-10 MID-YEAR	FY2009-10 PROJECTED	FY2010-11 PROPOSED	% Change Prior Year
	ACTUAL	ACTUAL	BUDGET			BUDGET	
FIXED EQUIPMENT MAINT.							
431 Office Equip. Repair/Maint.	1,018	0	0	0	0	0	
432 Machine Tools Maint/Repair	3,686	2,894	5,000	57	3,500	5,000	
433 Light Equipment Maint/Rep	2,326	932	2,800	51	1,500	1,500	
437 Pumps, Maintenance/Repair	677	11,818	3,800	856	3,000	3,800	
438 Electrical Motor Maint/Rep.	3,387	2,737	4,500	587	3,000	4,000	
439 Other Equip. Maint/Repair	3,324	4,474	7,400	2,075	4,900	7,400	
SUB-TOTAL	14,418	22,855	23,500	3,626	15,900	21,700	
FUEL, OIL, FILTERS & TIRES							
445 Fuel, Oil & Lubricants	760	978	2,000	560	1,500	1,500	
SUB-TOTAL	760	978	2,000	560	1,500	1,500	
EQUIPMENT OPERATION							
462 Office Equip. Maint/Repair	121	290	750	233	600	1,000	
SUB-TOTAL	121	290	750	233	600	1,000	
TOTAL EQUIP OPERATIONS/MT.	258,030	221,671	223,610	79,223	172,114	143,460	-35.8%
CONTRACT SERVICES & FEES							
511 Legal Services	0	6,650	0	0	0	0	
512 Engineering Services	45,965	41,173	0	0	28,200	28,200	
514 Medical Services	278	40	1,817	0	600	500	
519 Other Professional Svcs.	0	0	0	0	0	0	
521 County Recording Fees	0	0	0	0	0	0	
522 Insurance and Bonds	33,039	62,689	45,000	17,375	45,000	45,000	
523 Outside Printing	171	114	0	0	0	0	
525 Landfill Fees	25,514	19,817	40,000	9,257	25,000	25,000	
526 Testing/Cert. Permit	57,163	51,375	86,100	43,850	62,000	62,000	
528 Advertising	824	276	0	-	0	0	
532 Software Maint./License	0	14,529	14700	13492	14700	20,800	
537 Bank Charges	5,909	2,271	2,000	922	2,000	2,000	
539 Other Contract Services	74,052	58,139	57,700	37,864	70,858	71,140	
543 Credit Card Fees	6,100	8,234	7,000	4,705	7,000	7,000	
TOTAL CONTRACT SVCS & FEES	249,015	265,307	254,317	127,465	255,358	261,640	2.9%
BAD DEBT							
651 Bad Debt Expense	49,645	139,849	30,000	20,446	50,000	30,000	
TOTAL BAD DEBT	49,645	139,849	30,000	20,446	50,000	30,000	0.0%
CAPITAL OUTLAY							
714 Computer Equipment	2,605	0	0	0	0	0	
TOTAL CAPITAL OUTLAY	2,605	0	0	0	0	0	#DIV/0!
CONTRIBUTIONS/TRANSFERS							
821 Financial/Admin Services	1,230,000	810,680	825,788	0	825,788	850,000	
SUB-TOTAL	1,230,000	810,680	825,788	0	825,788	850,000	
CONTINGENCY RESERVES/CLAIMS							
831 Contingency Reserves	0	0	24,910	0	0	0	
832 Payment of Claims	0	574	0	0	0	0	
833 Payment of Refunds	887	5	0	36	100	0	
SUB-TOTAL	887	579	24,910	36	100	0	
TOTAL CONTRIB./CONTINGENCY	1,230,887	811,259	850,698	36	825,888	850,000	-0.1%
LONG-TERM DEBT/CAPITAL LEASE							
921 Transfer to I & S Principal	419,691	512,488	668,083	334,042	668,083	1,061,438	
922 Transfer to I & S Interest	819,507	1,091,670	1,114,640	557,320	1,114,640	1,398,654	
TOTAL DEBT SERVICE	1,239,198	1,604,158	1,782,723	891,362	1,782,723	2,460,092	38.0%
GRAND TOTALS	5,928,330	5,832,277	6,544,666	2,728,868	6,275,912	6,856,178	4.8%

UTILITY ADMINISTRATION

	FY2007-08 ACTUAL	FY2008-09 ACTUAL	FY2009-10 ADOPTED BUDGET	FY2009-10 MID-YEAR	FY2009-10 PROJECTED	FY2010-11 PROPOSED BUDGET	% Change Prior Year
WAGES & SALARIES							
111 Regular Full Time	256,640	259,613	184,440	85,823	178,544	187,632	
112 Vacation/Holiday	(3,939)	(1,800)	0	0	0	0	
114 Overtime	6,844	3,670	2,151	2,629	3,000	1,000	
115 Longevity Pay	1,152	1,488	864	768	768	1,008	
118 Insurance Allowance	1,154	975	0	0	0	0	
SUB-TOTAL	261,851	263,946	187,455	89,220	182,312	189,640	
PAID BENEFITS							
121 FICA-Social Security	19,705	19,385	14,610	6,749	14,191	14,908	
122 Workers Compensation	4,531	5,000	2,317	1,079	2,199	2,098	
123 State Unemployment Tax	778	458	1,151	26	500	234	
124 TMRS	29,803	32,993	25,153	11,628	24,431	26,074	
126 Health Insurance	24,024	27,708	30,415	16,897	29,148	23,048	
127 Dental Insurance	1,365	1,381	1,213	590	1,163	1,274	
128 Long Term Disability	891	936	718	343	696	732	
SUB-TOTAL	81,097	87,861	75,577	37,312	72,328	68,368	
ALLOWANCES/REIMBURSEMENTS							
131 Uniforms	595	784	780	0	680	200	
SUB-TOTAL	595	784	780	0	680	200	
TRAINING/PROFESSIONAL DEV.							
141 Workshop Training	215	861	200	0	250	250	
142 Professional Conferences	0	135	120	0	0	0	
143 Membership/Dues	285	182	70	0	70	140	
144 Subscriptions & Books	248	248	25	0	0	0	
146 Training-Transportation	0	256	60	0	0	0	
147 Training-Lodging	361	182	0	0	0	250	
148 Training-Meals	208	176	50	0	100	90	
SUB-TOTAL	1,317	2,040	525	0	420	730	
TOTAL EMPLOYEE SERVICES	344,860	354,631	264,337	126,532	255,740	258,938	-2.0%
OFFICE SUPPLIES							
211 General Office Supplies	3,799	4,506	3,609	1,139	2,000	2,790	
213 Photographic Supplies	0	94	0	0	0	0	
214 Computer Supplies	343	790	800	278	400	960	
215 Postage	29,350	33,915	31,000	14,339	34,970	34,970	
SUB-TOTAL	33,492	39,305	35,409	15,756	37,370	38,720	
PROGRAM/SPECIAL EVENTS							
232 Food/Meals	173	18	0	0	0	0	
SUB-TOTAL	173	18	0	0	0	0	
SPECIALTY SUPPLIES							
258 Treated Water	1,009,618	1,051,686	1,265,600	631,011	1,265,600	1,290,912	
259 Misc. Supplies	207	334	0	0	0	0	
SUB-TOTAL	1,009,825	1,052,020	1,265,600	631,011	1,265,600	1,290,912	
OPERATIONAL EQUIPMENT							
267 Computer	0	21	0	0	0	0	
269 Other Office Equipment	0	3,861	505	498	498	6,000	
SUB-TOTAL	0	3,882	505	498	498	6,000	
TOTAL OPERATIONAL SUPPLIES	1,043,490	1,095,225	1,301,514	647,265	1,303,468	1,335,632	2.6%

UTILITY ADMINISTRATION

	FY2007-08	FY2008-09	FY2009-10	FY2009-10	FY2009-10	FY2010-11	% Change
	ACTUAL	ACTUAL	ADOPTED	MID-YEAR	PROJECTED	PROPOSED	Prior
			BUDGET			BUDGET	Year
UTILITIES							
321 Light & Power	3,855	5,832	5,500	3,815	6,592	6,600	
322 Natural Gas/Propane	0	0	0	0	0	0	
324 Cell Phones	1,087	1,782	960	584	1,185	960	
SUB-TOTAL	4,942	7,614	6,460	4,399	7,777	7,560	
JANITORIAL SUPPLIES/SVC							
352 Cleaning Supplies	735	772	400	0	0	0	
SUB-TOTAL	735	772	400	0	0	0	
TOTAL FACILITIES OPERATION	5,677	8,386	6,860	4,399	7,777	7,560	10.2%
EQUIPMENT RENTAL							
414 Motor Vehicle Rental	6,658	5,623	6,242	3,120	6,242	6,020	
419 Replacement Fund Contrib.	1,375	1,035	6,944	0	0	0	
SUB-TOTAL	8,033	6,658	13,186	3,120	6,242	6,020	
Fixed Equipment Maintenance							
431 Office Equip. Repair/Maint.	1,018	0	0	0	0	0	
SUB-TOTAL	1,018	0	0	0	0	0	
Office Equipment							
462 Office Equipment Maint/Repair	0	220	0	0	0	0	
SUB-TOTAL	0	220	0	0	0	0	
TOTAL FACILITIES OPERATION	9,051	6,878	13,186	3,120	6,242	6,020	-54.3%
CONTRACT SERVICES & FEES							
512 Engineering Services	45,965	41,173	0	0	0	0	
523 Outside Printing	171	114	0	0	0	0	
532 Software Maint/License	0	14,529	14,700	13,492	14,700	20,800	
539 Other Contract Services	36,354	36,044	21,700	11,098	25,858	35,140	
TOTAL CONTRACT SVCS & FEES	82,490	91,860	36,400	24,590	40,558	55,940	53.7%
GRAND TOTALS	1,485,568	1,556,980	1,622,297	802,786	1,613,785	1,664,090	2.6%

WASTEWATER TREATMENT

	FY2007-08 ACTUAL	FY2008-09 ACTUAL	FY2009-10 ADOPTED BUDGET	FY2009-10 MID-YEAR	FY2009-10 PROJECTED	FY2010-11 PROPOSED BUDGET	% Change Prior Year
WAGES & SALARIES							
111 Regular Full Time	95,870	86,247	97,056	25,576	55,820	60,151	
112 Vacation/Holiday	479	(2,040)	0	0	0	0	
114 Overtime	15,888	15,805	20,000	6,343	16,000	18,223	
115 Longevity Pay	336	480	528	528	528	384	
118 Insurance Allowance	0	0	0	0	0	0	
SUB-TOTAL	112,573	100,492	117,584	32,447	72,348	78,758	
PAID BENEFITS							
121 FICA-Social Security	8,290	7,696	9,024	2,487	5,857	6,179	
122 Workers Compensation	3,039	2,933	2,342	1,091	1,352	1,398	
123 State Unemployment Tax	326	125	575	0	767	78	
124 TMRS	11,084	12,876	15,536	4,210	10,084	10,807	
126 Health Insurance	10,505	10,104	10,138	5,069	9,293	7,683	
127 Dental Insurance	590	522	404	169	371	425	
128 Long Term Disability	334	310	379	111	218	235	
SUB-TOTAL	34,168	34,566	38,398	13,137	27,942	26,805	
ALLOWANCES/REIMBURSEMENTS							
131 Uniforms	839	958	1,185	648	1,185	1,175	
132 Uniforms Rental	1,456	1,441	1,350	412	1,000	1,248	
SUB-TOTAL	2,295	2,399	2,535	1,060	2,185	2,423	
TRAINING/PROFESSIONAL DEV.							
141 Workshop Training	555	405	690	0	690	740	
142 Professional Conferences	180	140	0	0	0	0	
143 Membership/Dues	0	0	130	0	130	140	
147 Training-Lodging	129	340	200	0	200	960	
148 Training-Meals	210	180	100	0	100	140	
SUB-TOTAL	1,074	1,065	1,120	0	1,120	1,980	
TOTAL EMPLOYEE SERVICES	150,110	138,522	159,637	46,644	103,595	109,966	-31.1%
CONSTRUCTION SUPPLIES							
226 Misc. Hardware	318	289	500	95	350	350	
227 Electrical, Plumbing Supplies	7,589	8,435	9,820	653	9,000	9,000	
228 Machine Fabricated Parts	369	80	800	87	800	800	
SUB-TOTAL	8,276	8,804	11,120	835	10,150	10,150	
SPECIALTY SUPPLIES							
251 Laboratory Supplies	3,782	4,825	5,057	2,536	5,057	5,057	
252 Medical Supplies	199	32	200	105	200	200	
253 Chemicals	24,057	18,533	26,900	4,352	20,000	20,000	
254 Botanical /Landscape	989	977	1,000	0	1,000	1,000	
256 Minor Tools/Instruments	743	708	770	402	770	770	
SUB-TOTAL	29,770	25,075	33,927	7,395	27,027	27,027	
OPERATIONAL EQUIPMENT							
267 Computers	0	0	0	934	934	0	
SUB-TOTAL	0	0	0	934	934	0	
TOTAL OPERATIONAL SUPPLIES	38,046	33,879	45,047	9,164	38,111	37,177	-17.5%
UTILITIES							
321 Light & Power	179,795	254,515	267,000	138,342	267,000	270,000	
322 Natural Gas/Propane	0	0	0	0	0	0	
323 Trunk Telephone	1,199	1,056	1,100	721	1,200	1,200	
324 Cell Phones	640	677	695	385	695	503	
325 Pagers	128	105	130	60	130	0	
SUB-TOTAL	181,762	256,353	268,925	139,508	269,025	271,703	

WASTEWATER TREATMENT

	FY2007-08	FY2008-09	FY2009-10	FY2009-10	FY2009-10	FY2010-11	% Change
	ACTUAL	ACTUAL	ADOPTED BUDGET	MID-YEAR	PROJECTED	PROPOSED BUDGET	Prior Year
FACILITY REPAIR/IMPROVEMENTS							
342 Electrical Repairs	1,895	1,564	2,450	295	1,700	2,450	
343 Heating/Cooling Repairs	2,315	60	1,000	60	500	1,000	
344 Plumbing Repairs	141	48	350	4	200	350	
349 Misc. Repairs	5,013	3,415	6,000	5,656	6,000	6,000	
SUB-TOTAL	9,364	5,087	9,800	6,015	8,400	9,800	
TOTAL FACILITIES OPERATIONS	191,126	261,440	278,725	145,523	277,425	281,503	1.0%
EQUIPMENT RENTAL							
412 Light Equipment Rental	632	727	600	300	600	600	
414 Motor Vehicle Rental	27,597	21,824	6,242	3,120	6,242	5,420	
419 Replacement Fund Contrib.	4,600	3,447	8,716	0	0	0	
SUB-TOTAL	32,829	25,998	15,558	3,420	6,842	6,020	
FIXED EQUIPMENT MAINT.							
432 Machine Tools Maint/Repair	3,686	2,894	4,000	57	3,000	4,000	
437 Pumps, Maintenance/Repair	472	11,191	3,000	856	3,000	3,000	
438 Electrical Motor Maint/Rep.	2,457	1,871	3,000	83	2,000	3,000	
439 Other Equipment Maint/Rep.	1,784	1,421	4,000	276	1,500	4,000	
SUB-TOTAL	8,399	17,377	14,000	1,272	9,500	14,000	
FUEL, OIL, FILTERS & TIRES							
445 Fuel, Oil & Lubricants	760	978	2,000	560	1,500	1,500	
SUB-TOTAL	760	978	2,000	560	1,500	1,500	
OFFICE EQUIPMENT							
462 Office Equipment Maint/Rep.	121	70	500	0	100	500	
SUB-TOTAL	121	70	500	0	100	500	
TOTAL FACILITIES OPERATION	42,109	44,423	32,058	5,252	17,942	22,020	-31.3%
CONTRACT SERVICES & FEES							
514 Medical Services	60	0	925	0	100	0	
525 Landfill Fees	25,514	19,817	40,000	9,257	25,000	25,000	
526 Testing/Cert. Permits	38,477	33,871	48,100	26,682	37,000	37,000	
528 Advertising	824	276	0	0	0	0	
539 Other Contract Services	14,109	1,350	5,000	1,163	5,000	5,000	
TOTAL CONTRACT SVCS & FEES	78,984	55,314	94,025	37,102	67,100	67,000	-28.7%
CAPITAL OUTLAY							
714 Computer Equipment	2,605	0	0	0	0	0	
TOTAL CAPITAL OUTLAY	2,605	0	0	0	0	0	#DIV/0!
GRAND TOTALS	502,980	533,578	609,492	243,685	504,173	517,666	-15.1%

**UTILITY DISTRIBUTION/
COLLECTION**

	FY2007-08 ACTUAL	FY2008-09 ACTUAL	FY2009-10 ADOPTED BUDGET	FY2009-10 MID-YEAR	FY2009-10 PROJECTED	FY2010-11 PROPOSED BUDGET	% Change Prior Year
WAGES & SALARIES							
111 Regular Full Time	411,169	419,368	592,617	255,943	493,755	474,399	
112 Vacation/Holiday	(835)	3,126	0	0	0	0	
114 Overtime	88,887	93,958	90,000	37,678	90,000	90,000	
115 Longevity Pay	4,992	4,752	5,808	4,896	4,896	5,424	
SUB-TOTAL	504,213	521,204	688,425	298,517	588,651	569,823	
PAID BENEFITS							
121 FICA-Social Security	37,074	37,857	41,831	21,869	36,608	37,018	
122 Workers Compensation	18,329	18,396	17,791	8,287	12,385	11,144	
123 State Unemployment Tax	1,320	732	1,071	0	1,071	468	
124 TMRS	49,910	64,886	70,398	38,827	63,023	64,745	
126 Health Insurance	49,522	53,781	65,899	44,246	65,054	49,937	
127 Dental Insurance	2,594	2,578	2,426	1,432	2,393	2,548	
128 Long Term Disability	1,497	1,479	1,608	960	1,494	1,513	
SUB-TOTAL	160,246	179,709	201,024	115,621	182,028	167,373	
ALLOWANCES/REIMBURSEMENTS							
131 Uniforms	7,069	6,791	7,000	5,018	7,000	7,000	
132 Uniforms Rental	6,662	6,590	3,354	1,837	3,354	3,354	
SUB-TOTAL	13,731	13,381	10,354	6,855	10,354	10,354	
TRAINING/PROFESSIONAL DEV.							
141 Workshop Training	2,295	1,075	2,510	1,035	2,000	1,650	
142 Professional Conferences	0	0	195	0	0	0	
143 Membership/Dues	840	1,120	1,120	0	1,120	910	
144 Subscriptions & Books	0	0	250	0	0	250	
147 Training-Lodging	2,019	873	2,950	1,283	1,700	1,700	
148 Training-Meals	1,431	436	1,210	585	600	600	
SUB-TOTAL	6,585	3,504	8,235	2,903	5,420	5,110	
TOTAL EMPLOYEE SERVICES	684,775	717,798	908,038	423,896	786,453	752,660	-17.1%
OFFICE SUPPLIES							
211 General Office Supplies	0	0	3,000	1,160	2,500	2,500	
213 Photographic Supplies	0	138	280	101	280	280	
214 Computer Supplies	0	0	350	72	350	350	
215 Postage	0	0	0	0	500	500	
SUB-TOTAL	0	138	3,630	1,333	3,630	3,630	
CONSTRUCTION SUPPLIES							
221 Street Repair Materials	10,983	32,238	35,000	19,042	35,000	35,000	
223 Building Materials	1,727	1,826	2,000	1,430	2,000	2,000	
224 Clamps	24,148	22,595	25,000	9,950	20,000	20,000	
225 Sand & Gravel	30,111	33,575	28,000	15,753	28,000	28,000	
226 Misc. Hardware	54,859	52,706	50,000	21,993	45,000	45,000	
227 Electrical, Plumbing Supplies	7	278	300	161	300	300	
228 Machine Fabricated Parts	100	0	250	192	250	250	
SUB-TOTAL	121,935	143,218	140,550	68,521	130,550	130,550	
PROGRAM/SPECIAL EVENTS							
232 Food/Meals	454	364	500	353	500	500	
SUB-TOTAL	454	364	500	353	500	500	
SPECIALTY SUPPLIES							
252 Medical Supplies	601	322	500	266	500	500	
253 Chemicals	30,710	26,576	31,290	20,543	31,200	31,290	
254 Botanical Landscape	0	0	5,000	2,013	5,000	5,000	
256 Minor Tools/Instruments	8,121	5,688	5,000	4,876	5,800	5,000	
259 Misc. Supplies	0	(241,890)	0	0	0	0	
SUB-TOTAL	39,432	(209,304)	41,790	27,698	42,500	41,790	

**UTILITY DISTRIBUTION/
COLLECTION**

	FY2007-08	FY2008-09	FY2009-10 ADOPTED	FY2009-10 MID-YEAR	FY2009-10 PROJECTED	FY2010-11 PROPOSED	% Change Prior Year
	ACTUAL	ACTUAL	BUDGET			BUDGET	
OPERATIONAL EQUIPMENT							
262 Communication Equipment	36	0	200	0	0	200	
265 Instruments/Apparatus	4,000	4,705	4,000	417	2,000	2,000	
273 Fire Hydrants	14,532	3,406	15,000	6,517	15,000	15,000	
274 Water Valves	9,949	9,913	10,600	3,883	10,600	10,600	
275 Water Meters	228,019	211,623	200,000	87,450	190,000	100,000	
279 Other Operational Equip.	7,800	0	0	0	0	0	
SUB-TOTAL	264,336	229,647	229,800	98,267	217,600	127,800	
TOTAL OPERATIONAL SUPPLIES	426,157	164,063	416,270	196,172	394,780	304,270	-26.9%
UTILITIES							
321 Light & Power	6,502	7,623	10,000	6,443	13,000	13,000	
322 Natural Gas/Propane	803	497	1,000	467	900	900	
323 Truck Telephone System	3,148	3,032	3,100	1,638	3,100	3,100	
324 Cell Phones	1,538	1,310	3,360	1,499	2,880	2,880	
325 Pagers	1,405	1,629	1,630	179	600	600	
SUB-TOTAL	13,396	14,091	19,090	10,226	20,480	20,480	
FACILITY REPAIR/IMPROVEMENTS							
341 Roofing Repairs	0	0	0	0	0	0	
342 Electrical Repairs	701	922	2,000	381	1,000	1,000	
343 Heating/Cooling Repairs	0	0	500	0	0	500	
344 Plumbing Repairs	0	93	300	0	0	300	
349 Misc. Repairs	612	983	1,000	134	1,000	1,000	
SUB-TOTAL	1,313	1,998	3,800	515	2,000	2,800	
TOTAL FACILITIES OPERATION	14,709	16,089	22,890	10,741	22,480	23,280	1.7%
EQUIPMENT RENTAL							
412 Light Equip. Rental	0	60	0	0	0	0	
414 Motor Vehicle Rental	72,172	66,364	75,599	37,818	75,599	56,720	
415 Trucks, Heavy Equip. Rental	56,706	49,858	60,731	30,384	60,731	45,800	
416 Light Equip. Rental-Exterior	2,656	1,600	1,700	1,377	1,700	1,700	
418 Trucks, Heavy Equip.-Ext.	9,777	1,587	3,000	1,805	3,000	3,000	
419 Replacement Fund Contrib.	60,558	45,423	27,586	0	0	0	
SUB-TOTAL	201,869	164,892	168,616	71,384	141,030	107,220	
FIXED EQUIPMENT MAINT.							
432 Machine Tools Maint/Repair	0	0	1,000	0	500	1,000	
433 Light Equipment Maint/Rep	2,326	932	2,800	51	1,500	1,500	
437 Pumps, Maint. Repair	205	627	800	0	0	800	
438 Electrical Motor Maint/Rep.	930	866	1,500	504	1,000	1,000	
439 Other Equipment Maint/Rep.	1,540	3,053	3,400	1,799	3,400	3,400	
SUB-TOTAL	5,001	5,478	9,500	2,354	6,400	7,700	
EQUIPMENT OPERATION							
462 Other Equip. Maint./Repair	0	0	250	233	500	500	
SUB-TOTAL	0	0	250	233	500	500	
TOTAL EQUIPMENT OPERATION	206,870	170,370	178,366	73,971	147,930	115,420	-35.3%

UTILITY DISTRIBUTION/
COLLECTION

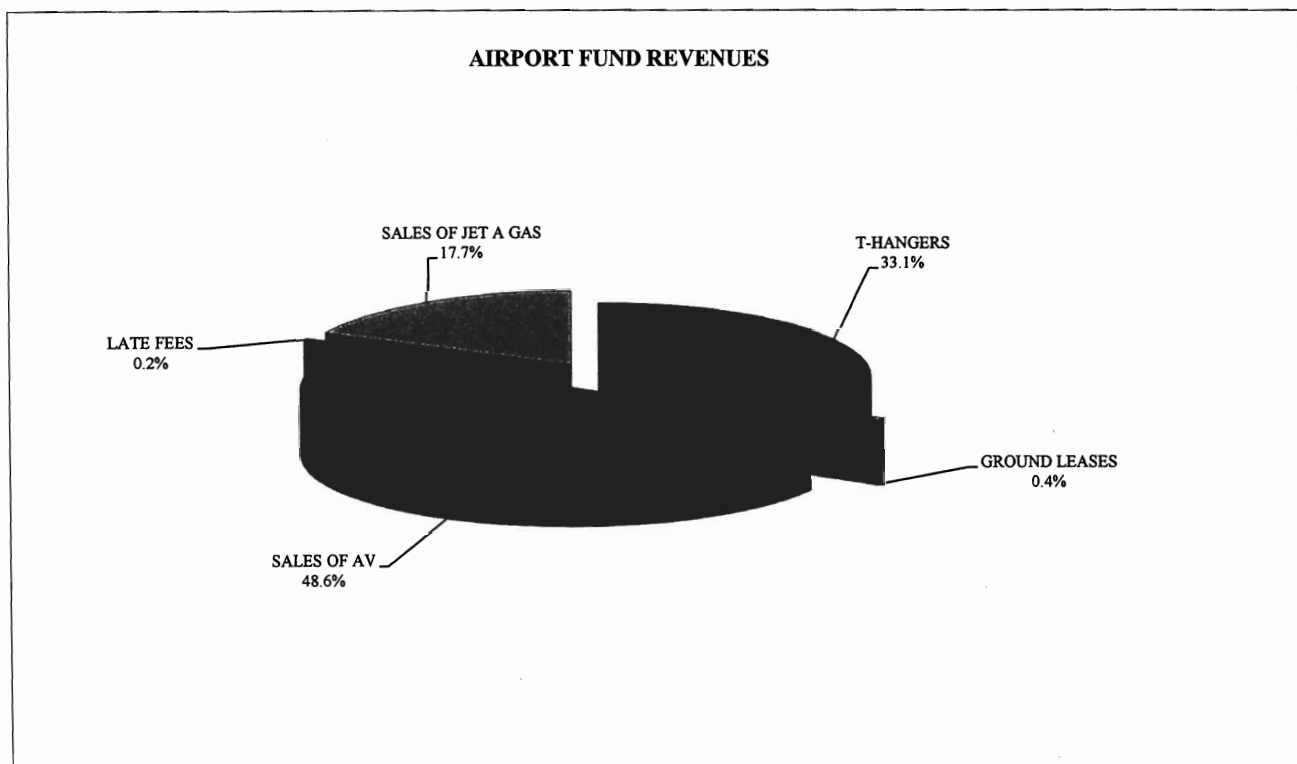
	FY2007-08	FY2008-09	FY2009-10	FY2009-10	FY2009-10	FY2010-11	% Change
	ACTUAL	ACTUAL	ADOPTED BUDGET	MID-YEAR	PROJECTED	PROPOSED BUDGET	Prior Year
CONTRACT SERVICES & FEES							
512 Engineering Services	0	0	0	0	28,200	28,200	
514 Medical Services	218	40	892	0	500	500	
526 Testing/Certification	18,686	17,504	38,000	17,168	25,000	25,000	
539 Other Contract Services	23,589	14,906	25,000	25,603	34,000	25,000	
TOTAL CONTRACT SVCS & FEES	42,493	32,450	63,892	42,771	87,700	78,700	23.2%
GRAND TOTALS	1,375,004	1,100,770	1,589,456	747,551	1,439,343	1,274,330	-19.8%

UTILITY NON-DEPARTMENTAL

	FY2007-08	FY2008-09	FY2009-10 ADOPTED	FY2009-10 MID-YEAR	FY2009-10 PROJECTED	FY2010-11 PROPOSED	% Change Prior Year
	ACTUAL	ACTUAL	BUDGET			BUDGET	
CONTRACT SERVICES & FEES							
511 Legal Services	0	6,650	0	0	0	0	
522 Insurance and Bonds	33,039	62,689	45,000	17,375	45,000	45,000	
537 Bank Charges	5,909	2,271	2,000	922	2,000	2,000	
539 Other Contract Services	0	5,839	6,000	0	6,000	6,000	
543 Credit Card Fees	6,100	8,234	7,000	4,705	7,000	7,000	
TOTAL CONTRACT SVCS & FEES	45,048	85,683	60,000	23,002	60,000	60,000	0.0%
BAD DEBT							
651 Bad Debt Expense	49,645	139,849	30,000	20,446	50,000	30,000	
TOTAL BAD DEBT	49,645	139,849	30,000	20,446	50,000	30,000	0.0%
CONTRIBUTIONS/TRANSFERS							
815 Transfer to General Fund	1,230,000	810,680	825,788	0	825,788	850,000	
SUB-TOTAL	1,230,000	810,680	825,788	0	825,788	850,000	
CONTINGENCY RESERVES/CLAIMS							
831 Contingency Reserves	0	0	24,910	0	0	0	
832 Payment of Claims	0	574	0	0	0	0	
833 Payment of Refunds	887	5	0	36	100	0	
SUB-TOTAL	887	579	24,910	36	100	0	
TOTAL CONTRIB./CONTINGENCY	1,230,887	811,259	850,698	36	825,888	850,000	-0.1%
LONG-TERM DEBT/CAPITAL LEASE							
921 Transfer to I & S Principal	419,691	512,488	668,083	334,042	668,083	1,061,438	
922 Transfer to I & S Interest	819,507	1,091,670	1,114,640	557,320	1,114,640	1,398,654	
TOTAL DEBT SERVICE	1,239,198	1,604,158	1,782,723	891,362	1,782,723	2,460,092	38.0%
GRAND TOTALS	2,564,778	2,640,949	2,723,421	934,846	2,718,611	3,400,092	24.8%

AIRPORT FUND REVENUES

	FY2009-10			FY2010-11		% Change
	FY2007-08	FY2008-09	ADOPTED	FY2009-10	FY2009-10	
	ACTUAL	ACTUAL	BUDGET	MID-YEAR	PROJECTED	Prior
						Year
330-INTERGOVERNMENTAL REV.						
234 TEDC Contribution	0	25,000	0	0	0	0
TOTAL INTERGOVERNMENTAL REV.	0	25,000	0	0	0	#DIV/0!
340-CHARGES FOR SERVICES						
281 T-Hangers	147,625	150,871	152,270	72,173	145,500	147,000
283 Ground Leases	2,211	2,732	2,200	1,562	1,562	1,562
284 Sale of AV Gas	318,817	230,393	220,000	98,505	212,500	215,800
285 Sale of Jet A Gas	131,347	82,101	81,200	33,027	78,600	78,600
374 Late Payment fees	0	0	0	682	1,100	1,100
TOTAL CHARGES FOR SERVICES	600,000	466,097	455,670	205,948	439,262	444,062
						-2.5%
430 USE OF MONEY & PROPERTY						
334 Misc. Revenue	0	618	0	0	0	0
335 Reimbursements	40,387	1,677	0	0	0	0
TOTAL USE OF MONEY & PROPERTY	40,387	2,295	0	0	0	0
						#DIV/0!
440 DONATIONS/PRIVATE SOURCE						
356 Sales& Other Fund Raiser	350	1,000	1,000	0	1,000	1,000
TOTAL PROCEEDS GEN FIXED ASSETS	350	1,000	1,000	0	1,000	1,000
						0.0%
GRAND TOTALS						
	640,737	494,392	456,670	205,948	440,262	445,062
						-2.5%
Net Profit/Loss	1,147	82,820	15,042	(1,080)	848	2,628

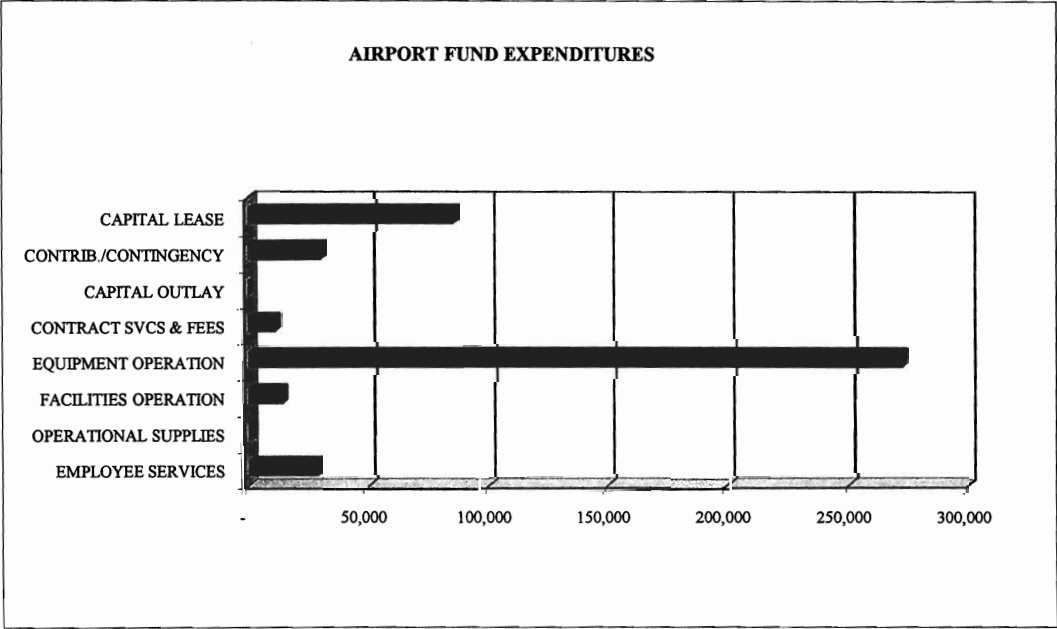


AIRPORT OPERATIONS EXPENDITURES

	FY2007-08 ACTUAL	FY2008-09 ACTUAL	FY2009-10 ADOPTED BUDGET	FY2009-10 MID-YEAR	FY2009-10 PROJECTED	FY2010-11 PROPOSED BUDGET	% Change Prior Year
WAGES & SALARIES							
117 Temporary/Seasonal	27,246	25,852	26,273	11,906	25,034	26,273	
SUB-TOTAL	27,246	25,852	26,273	11,906	25,034	26,273	
PAID BENEFITS							
121 FICA-Social Security	2,084	1,982	2,010	915	2,010	2,010	
122 Workers Compensation	96	105	79	37	79	76	
123 State Unemployment Tax	216	230	552	36	552	116	
SUB-TOTAL	2,396	2,318	2,641	987	2,641	2,202	
ALLOWANCES/REIMBURSEMENTS							
131 Uniforms	0	0	180	0	180	0	
SUB-TOTAL	0	0	180	0	180	0	
TRAINING/PROFESSIONAL DEV.							
142 Professional Conferences	0	0	125	0	0	0	
147 Training-Lodging	0	0	0	0	0	0	
148 Training-Meals	0	0	35	0	0	0	
SUB-TOTAL	0	0	160	0	0	0	
TOTAL EMPLOYEE SERVICES	29,642	28,169	29,254	12,893	27,855	28,475	-2.7%
OFFICE SUPPLIES							
211 General Office Supplies	710	1,102	800	551	400	700	
215 Postage	54	0	0	0	0	0	
217 Office Security	126	252	230	126	230	230	
SUB-TOTAL	890	1,354	1,030	677	630	930	
PROGRAM/SPECIAL EVENTS							
233 City Sponsored Events	1,271	0	800	0	500	400	
SUB-TOTAL	1,271	0	800	0	500	400	
SPECIALTY SUPPLIES							
223 Building Materials	0	0	200	0	200	200	
256 Minor Tools	647	3,838	0	0	0	0	
SUB-TOTAL	647	3,838	200	0	200	200	
TOTAL OPERATIONAL SUPPLIES	2,808	5,192	2,030	677	1,330	1,530	-24.6%
UTILITIES							
321 Light & Power	7,856	11,939	12,000	6,523	12,000	12,000	
323 Truck Telephone System	847	736	850	371	850	850	
325 Pagers	69	57	65	0	0	0	
SUB-TOTAL	8,772	12,732	12,915	6,894	12,850	12,850	
FACILITY REPAIR/MAINT.							
343 Heating/Cooling Repairs	0	0	0	0	0	0	
349 Misc. Repairs/Maint	2,227	1,806	2,000	184	2,000	1,000	
SUB-TOTAL	2,227	1,806	2,000	184	2,000	1,000	
JANITORIAL SUPPLIES/SVC							
352 Cleaning Supplies	0	0	50	0	0	0	
SUB-TOTAL	0	0	50	0	0	0	
TOTAL FACILITIES OPERATION	10,999	14,538	14,965	7,078	14,850	13,850	-7.5%
EQUIPMENT RENTAL							
414 Motor Vehicle Rental	2,734	2,220	2,000	996	2,000	2,000	
419 Replacement Fund Contrib.	875	648	0	0	0	0	
SUB-TOTAL	3,609	2,868	2,000	996	2,000	2,000	

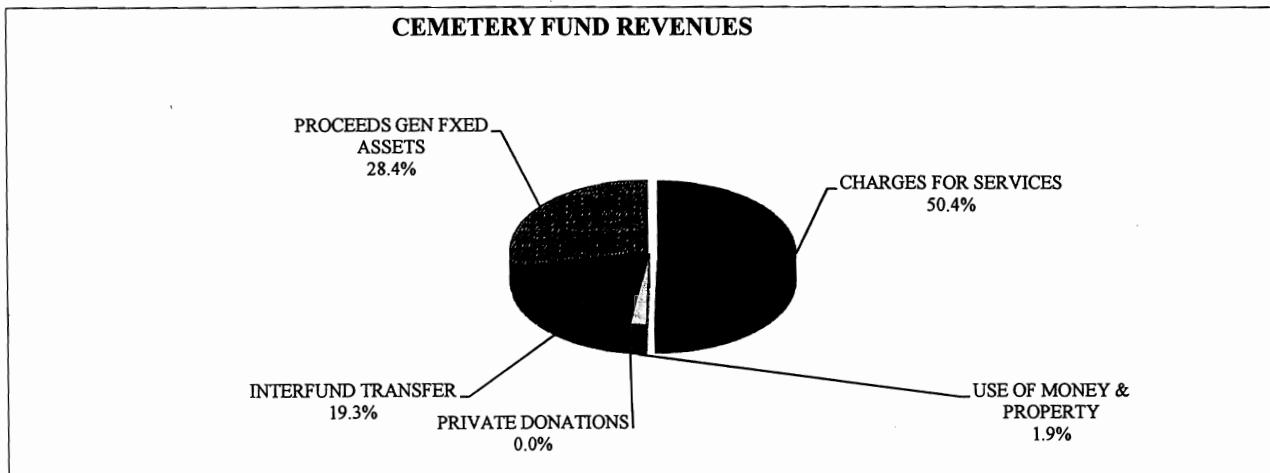
AIRPORT OPERATIONS EXPENDITURES

	FY2007-08	FY2008-09	FY2009-10	FY2009-10	FY2009-10	FY2010-11	% Change
	ACTUAL	ACTUAL	ADOPTED	MID-YEAR	PROJECTED	PROPOSED	Prior
			BUDGET			BUDGET	Year
FUEL, OIL & LUBRICANTS							
422 AV Gas & Jet A Fuel Purchase	298,758	178,028	208,900	93,698	208,900	210,000	
423 Jet A Fuel	138,355	58,579	57,900	26,566	57,900	60,000	
SUB-TOTAL	437,113	236,606	266,800	120,264	266,800	270,000	
TOTAL EQUIPMENT OPERATION	440,722	239,474	268,800	121,260	268,800	272,000	1.2%
CONTRACT SERVICES & FEES							
522 Insurance & Bonds	8,134	8,245	8,245	4,089	8,245	8,245	
528 Advertising	65	95	500	95	500	0	
532 Software Maint/License	1,095	50	2,615	1,007	2,615	2,310	
537 Bank Charges	0	124	0	0	0	0	
539 Other Contract Services	2,708	600	1,000	338	1,000	500	
TOTAL CONTRACT SVCS & FEES	12,002	9,115	12,360	5,529	12,360	11,055	-10.6%
DEPRECIATION / BAD DEBT							
651 Bad Debt	0	197	0	2,482	0	0	
TOTAL DEPRECIATION/BAD DEBT	0	197	0	2,482	0	0	
CAPITAL OUTLAY							
714 Computer Equipment	0	0	0	0	0	0	
TOTAL CAPITAL OUTLAY	0	0	0	0	0	0	#DIV/0!
CONTRIBUTIONS/TRANSFERS							
815 Interfund Transfer Out	30,000	30,000	30,000	15,000	30,000	30,000	
TOTAL CONTRIB./CONTINGENCY	30,000	30,000	30,000	15,000	30,000	30,000	0.0%
LONG-TERM DEBT/CAPITAL LEASE							
902 Interest Expense	3,864	7,032	6,586	3,377	6,586	5,897	
912 Loan Pmt to General Fund	72,338	40,383	41,045	20,438	41,045	41,733	
921 Transfer to I & S Principal	19,710	20,805	20,805	10,403	20,805	22,995	
922 Transfer to I & S Interest	17,505	16,667	15,783	7,892	15,783	14,899	
TOTAL LONG TERM DEBT/LEASE	113,417	84,887	84,219	42,109	84,219	85,524	1.5%
GRAND TOTALS	639,590	411,572	441,628	207,028	439,414	442,434	0.2%



**CEMETERY FUND
REVENUES**

	FY2007-08 ACTUAL	FY2008-09 ACTUAL	FY2009-10 ADOPTED BUDGET	FY2009-10 MID-YEAR PROJECTED	FY2009-10 PROPOSED BUDGET	FY2010-11 PROPOSED BUDGET	% Change Prior Year
BEGINNING BALANCE	59,193	288,299	253,065	253,065	253,065	241,602	
<u>340-CHARGES FOR SERVICES</u>							
286 Grave Digging Services	77,650	73,550	77,000	39,700	77,000	77,000	
287 Gravesite Marking/Locating Fee	1,110	1,220	1,200	345	1,700	1,700	
288 Monument Leveling Fee	0	0	0	0	0	0	
289 Credit Card Processing Fee	0	0	0	0	0	0	
TOTAL CHARGES FOR SERVICES	78,760	74,770	78,200	40,045	78,700	78,700	0.6%
<u>430 USE OF MONEY & PROPERTY</u>							
331 Interest Income	6,662	1,544	1,700	152	325	325	
333 Rental Income (Leases)	560	0	0	500	0	0	
334 Misc. Revenue	1484	2,679	1,200	916	1,200	1,200	
335 Reimbursement/Repayments	0	0	0	0	0	0	
TOTAL USE OF MONEY & PROPERTY	8,706	4,223	2,900	1,569	1,525	1,525	-47.4%
<u>440- DONATIONS FROM PRIVATE SOURCE</u>							
359 Cemetery Misc. Donations	200	0	0	100	100	0	
TOTAL PRIVATE DONATIONS	200	0	0	100	100	0	#DIV/0!
<u>450- INTERFUND TRANSFER</u>							
363 Transfer from Cem. Perm. Fund	242,300	30,000	30,000	14,000	30,000	30,000	
TOTAL INTERFUND TRANSFER	242,300	30,000	30,000	14,000	30,000	30,000	0.0%
<u>460- PROCEEDS GEN FIXED ASSETS</u>							
372 Cemetery Lot Sale-Unrestricted	33,860	22,365	30,000	16,391	25,000	25,000	
373 Cemetery Lot Sale-Extended	12,752	11,825	14,000	4,605	11,000	11,000	
TOTAL PROCEEDS GEN FXED ASSETS	46,612	34,190	44,000	20,996	36,000	36,000	-18.2%
GRAND TOTALS	376,578	143,183	155,100	76,709	146,325	146,225	-5.72%
INCREASE (DECREASE) FUND BALANCE	229,106	(35,234)	(2,103)	3,719	(11,463)	(113,620)	
ENDING FUND BALANCE	288,299	253,065	250,962	256,785	241,602	127,982	



CEMETERY FUND EXPENDITURES

	FY2009-10				FY2010-11	% Change
	FY2007-08	FY2008-09	ADOPTED	FY2009-10	FY2009-10	Prior
	ACTUAL	ACTUAL	BUDGET	MID-YEAR PROJECTED	PROPOSED	Year
WAGES & SALARIES						
117 Temporary/Seasonal	20,406	19,613	17,969	10,259	18,161	20,419
SUB-TOTAL	20,406	19,613	17,969	10,259	18,161	20,419
PAID BENEFITS						
121 FICA-Social Security	1,550	1,502	1,375	792	1,389	1,562
122 Workers Compensation	934	1,042	54	25	54	59
123 State Unemployment Tax	147	156	355	19	359	80
SUB-TOTAL	2,631	2,701	1,784	836	1,802	1,701
TOTAL EMPLOYEE SERVICES	23,037	22,314	19,753	11,095	19,963	22,120
						12.0%
OFFICE SUPPLIES						
211 General Office Supplies	82	237	200	385	500	300
SUB-TOTAL	82	237	200	385	500	300
SPECIALTY SUPPLIES						
253 Chemicals	1,780	11	3,000	917	3,000	3,000
SUB-TOTAL	1,780	11	3,000	917	3,000	3,000
OPERATIONAL EQUIPMENT						
264 Computer Accessories	0	362	500	0	275	275
279 Other Equipment	214	31	100	0	100	100
SUB-TOTAL	214	393	600	0	375	375
TOTAL OPERATIONAL SUPPLIES	2,076	641	3,800	1,302	3,875	3,675
						-3.3%
UTILITIES						
321 Light & Power	657	958	1,000	647	1,400	1,400
322 Natural Gas & Propane	0	0	0	0	0	0
323 Truck Telephone System	578	579	600	303	600	600
324 Cell Phones	0	0	0	0	0	0
325 Pagers	43	0	0	0	0	0
SUB-TOTAL	1,278	1,537	1,600	950	2,000	2,000
FACILITY REPAIR/MAINT.						
349 Misc. Repairs/Maint	949	448	600	280	600	600
SUB-TOTAL	949	448	600	280	600	600
TOTAL FACILITIES OPERATION	2,227	1,986	2,200	1,230	2,600	2,600
						18.2%
EQUIPMENT RENTAL						
414 Motor Vehicle Rental	4,199	2,724	2,000	1,002	2,000	2,000
419 Replacement Fund Contrib.	875	648	0	0	0	0
TOTAL EQUIPMENT OPERATION	5,074	3,372	2,000	1,002	2,000	2,000
						0.0%
CONTRACT SERVICES & FEES						
521 County Recording Fees	1,104	744	850	544	850	850
522 Insurance & Bonds	398	449	500	176	400	500
534 Grave Digging Svcs.	52,400	48,900	55,700	31,450	55,700	55,700
539 Other Contract Services	31,156	21,128	32,400	6,191	32,400	32,400
TOTAL CONTRACT SVCS & FEES	85,058	71,221	89,450	38,361	89,350	89,450
						0.0%

CEMETERY FUND EXPENDITURES

	FY2009-10		FY2010-11		% Change	
FY2007-08	FY2008-09	ADOPTED	FY2009-10	FY2009-10	PROPOSED	Prior
ACTUAL	ACTUAL	BUDGET	MID-YEAR	PROJECTED	BUDGET	Year
CONTRIBUTIONS/TRANSFERS						
815 Transfer Out	30,000	78,883	40,000	20,000	40,000	140,000
TOTAL CONTRIB./CONTINGENC	30,000	78,883	40,000	20,000	40,000	140,000
						250.0%
GRAND TOTALS	147,472	178,417	157,203	72,990	157,788	259,845
						65.3%

TAX INCREMENT FINANCING FUND

	FY2007-08	FY2008-09	FY2009-10	FY2009-10	FY2009-10	FY2010-11	% Change
	ACTUAL	ACTUAL	ADOPTED BUDGET	MID-YEAR	PROJECTED	PROPOSED BUDGET	Prior Year
BEGINNING FUND BALANCE	35,699	102,269	194,171	194,171	194,171	264,353	
REVENUES							
310-TAXES							
111 Current Property Tax	39,783	56,662	55,959	0	61,606	63,946	
TOTAL TAXES	39,783	56,662	55,959	0	61,606	63,946	
330-INTERGOVERNMENTAL							
238 Local Reimb./Refund	25,133	34,275	34,645	0	38,211	38,211	
TOTAL TAXES	25,133	34,275	34,645	0	38,211	38,211	
430-USE OF MONEY AND PROPERTY							
331 Interest Income	1,654	965	900	175	365	400	
TOTAL TAXES	1,654	965	900	175	365	400	
GRAND TOTALS	66,570	91,902	91,504	175	100,182	102,556	12%
EXPENDITURES							
CONTRACT SERVICES & FEES							
539 Other Contract Services	0	0	61,500	0	30,000	31,500	
TOTAL CONTRACT SVCS & FEES	0	0	61,500	0	30,000	31,500	
CONTRIBUTIONS/TRANSFERS							
923 Transfers to CIP	0	0	0	0	0	0	
TOTAL CONTRIB./TRANSFERS	0	0	0	0	0	0	
GRAND TOTALS	0	0	61,500	0	30,000	31,500	-95%
INC./DEC. IN FUND BAL.	66,570	91,902	30,004	175	70,182	71,056	
ENDING FUND BALANCE	102,269	194,171	224,175	194,346	264,353	335,409	

The purpose of this fund is to set aside ad valorem tax for the purpose redevelopment of the reinvestment zone.

HOTEL/MOTEL FUND

	FY2007-08 ACTUAL	FY2008-09 ACTUAL	FY2009-10 ADOPTED BUDGET	FY2009-10 MID-YEAR	FY2009-10 PROJECTED	FY2010-11 PROPOSED BUDGET	% Change Prior Year
REVENUES							
BEGINNING FUND BALANCE	17,420	26,920	49,458	49,458	49,458	69,458	
310-TAXES							
143 Hotel Occupancy Tax	99,598	77,533	80,000	32,811	80,000	80,000	
TOTAL TAX REV.	99,598	77,533	80,000	32,811	80,000	80,000	
420 ASSESSMENTS							
326 Other Special Assessments	0	2,500	0	0	0	0	
TOTAL USE OF MONEY & PROPERTY	0	2,500	0	0	0	0	
GRAND TOTALS	99,598	80,033	80,000	32,811	80,000	80,000	
EXPENDITURES							
CONTRIBUTIONS/TRANSFERS							
812 Pass Through- Agency	74,698	57,495	60,000	20,401	60,000	60,000	
815 Interfund Transfer Out	15,400	-	0	0	0	9,000	
TOTAL CONTRIB./CONTINGENCY	90,098	57,495	60,000	20,401	60,000	69,000	
GRAND TOTALS	90,098	57,495	60,000	20,401	60,000	69,000	
INCREASE/DECREASE IN FUND BAL.	9,500	22,538	20,000	12,410	20,000	11,000	
ENDING FUND BALANCE	26,920	49,458	69,458	61,868	69,458	80,458	

Revenue for this fund come from taxes levied on guests staying at hotels/motels in Taylor. The tax rate is 7% of charges for lodging. As of now, there are five motels that collect this tax for the City. Based on an agreement executed with the Taylor Chamber of Commerce, tax receipts up to \$60,000 are transferred to the Chamber for tourism related expenses. The reserve is maintained for discretionary use by the Council.

TEXAS CAPITAL FUND

	FY2009-10					FY2010-11	% Change
	FY2007-08 ACTUAL	FY2008-09 ACTUAL	ADOPTED BUDGET	FY2009-10 MID-YEAR	FY2009-10 PROJECTED	PROPOSED BUDGET	Prior Year
REVENUES							
<u>430 USE OF MONEY & PROPERTY</u>							
333 Rental Income (Leases)	25,021	25,021	25,021	12,511	25,021	25,021	
TOTAL USE OF MONEY & PROPERTY	25,021	25,021	25,021	12,511	25,021	25,021	
GRAND TOTALS	25,021	25,021	25,021	12,511	25,021	25,021	0%
EXPENDITURES							
LONG TERM DEBT/CAPITAL LEASE							
923 Long Term Capital Lease	25,021	25,021	25,021	14,596	25,021	25,021	
TOTAL DEBT SERVICE	25,021	25,021	25,021	14,596	25,021	25,021	
GRAND TOTALS	25,021	25,021	25,021	14,596	25,021	25,021	0%
INCREASE/DECREASE IN FUND BAL.	0	0	0	(2085)	0	0	

This feature of the Texas Capital fund relates to payments made to the state by the City to payoff a loan for funds borrowed in connection with the establishment of Temple College at Taylor (T-CAT). TCAT pays the City \$2,085 per month in rent which is then paid to the State to satisfy the loan requirement.

MAIN STREET REVENUE FUND

	FY2007-08	FY2008-09	FY2009-10 ADOPTED	FY2009-10 MID-YEAR	FY2009-10 PROJECTED	FY2010-11 PROPOSED	% Change Prior Year
REVENUES	ACTUAL	ACTUAL	BUDGET			BUDGET	
BEGINNING FUND BALANCE	24,371	24,250	33,701	33,701	33,701	24,530	
330-INGOVERNMENTAL REVENUE							
236 Other Contribution	1,000	0	0	0	0	0	
TOTAL USE OF MONEY & PROPERTY	1,000	0	0	0	0	0	
440-DONATIONS FROM PRIVATE							
355 Heritage Sq Christmas Lights	0	0	0	6,294	6,294	10,000	
357 Sales& Other Fund Raisers	4,705	5,318	4,000	3,691	3,691	2,000	
358 Taylor Zest Festival	15,052	14,786	9,000	1,940	13,154	10,000	
TOTAL USE OF MONEY & PROPERTY	19,757	20,104	13,000	11,924	23,139	22,000	
GRAND TOTALS	20,757	20,104	13,000	11,924	23,139	22,000	69.23%
EXPENDITURES							
TRAINING/PROFESSIONAL DEV.							
141 WorkShop Training	0	502	500	1,138	1,150	1,200	
146 WorkShop Transportation	0	0	0	0	55	0	
TOTAL EMPLOYEE SERVICES	0	502	500	1,138	1,205	1,200	
PROGRAMS/SPECIAL EVENTS							
233 City Sponsored Events	0	691	2,000	9,674	9,674	10,000	
234 Fund Raising Goods	2,568	897	0	2,429	2,429	1,500	
235 Promotional Supplies	73	0	0	0	0	0	
236 Taylor Zest Festival	8,237	8,403	6,000	1,954	13,552	7,000	
TOTAL OPERATIONAL SUPPLIES	10,878	9,991	8,000	14,057	25,655	18,500	
CONTRIBUTIONS/TRANSFERS							
819 Contributions-Façade Grant	10,000	160	10,000	0	5,450	4,500	
TOTAL CONTRIB/CONTINGENCY	10,000	160	10,000	0	5,450	4,500	
GRAND TOTALS	20,878	10,652	18,500	15,195	32,310	24,200	30.8%
INCREASE/DECREASE IN FUND BAL.	(121)	9,451	(5,500)	(3,271)	(9,171)	(2,200)	
ENDING FUND BALANCE	24,250	33,701	28,201	30,430	24,530	22,330	

The purpose of this fund is to provide incentives for downtown businesses to improve the facades of the building they occupy (Façade Improvement Grants) and to account for donations and proceeds from fundraisers where profits are dedicated to promote downtown development.

CEMETERY LAND PURCHASES FUND

	FY2007-08	FY2008-09	FY2009-10 ADOPTED	FY2009-10 MID-YEAR	FY2009-10 PROJECTED	FY2010-11 PROPOSED	% Change Prior Year
REVENUES	ACTUAL	ACTUAL	BUDGET			BUDGET	
BEGINNING FUND BALANCE	35,351	38,683	41,125	41,125	41,125	43,555	
460 PROCEEDS GEN FIXED ASSETS							
373 Cemetery Lot Sales	3,332	2,442	2,430	1,500	2,430	2,430	
TOTAL PROPERTY GEN FIXED ASSETS	3,332	2,442	2,430	1,500	2,430	2,430	
GRAND TOTALS	3,332	2,442	2,430	1,500	2,430	2,430	0.00%
EXPENDITURES							
CONTRACT SERVICES & FEES							
528 Advertising	0	0	0	0	0	0	
539 Other Contract Services	0	0	0	0	0	0	
TOTAL CONTRACT SVCS & FEES	0	0	0	0	0	0	
GRAND TOTALS	0	0	0	0	0	0	#DIV/0!
INCREASE/DECREASE IN FUND BAL.	3,332	2,442	2,430	1,500	2,430	2,430	
ENDING FUND BALANCE	38,683	41,125	43,555	42,625	43,555	45,985	

The purpose of this fund is to set aside a percentage of revenue derived from the sale of cemetery plots for purchase of additional land to expand the cemetery. On February 25, 1992 by motion and unanimous vote of the City Council, the percentage of revenue derived from the sale of cemetery plots for future land purchases, was set at 5%.

MUNICIPAL COURT SPECIAL FEE FUND

	FY2007-08	FY2008-09	FY2009-10 ADOPTED	FY2009-10 MID-YEAR	FY2009-10 PROJECTED	FY2010-11 PROPOSED	% Change Prior Year
	ACTUAL	ACTUAL	BUDGET			BUDGET	
REVENUES							
BEGINNING FUND BALANCE	41,389	50,151	67,710	67,710	67,710	69,625	
410-FINES & FORFEITURES							
412 Building Security Fees	6,641	8,413	7,500	3,545	7,500	7,500	
413 Technology Fees	8,854	11,218	10,000	4,726	10,000	10,000	
TOTAL FINES & FORFEITURES	15,495	19,631	17,500	8,271	17,500	17,500	
GRAND TOTALS	15,495	19,631	17,500	8,271	17,500	17,500	0.00%
EXPENDITURES							
MUNICIPAL COURT BLDG SERCURITY							
CONTRACT SERVICES & FEES							
539 Other Contract Services	0	0	0	0	0	0	
TOTAL CONTRACT SVCS & FEES	0	0	0	0	0	0	
OFFICE FURNITURE/EQUIPMENT							
719 Other Capital Outlay	0	0	5,000	0	5,000	0	
TOTAL CAPITAL OUTLAY	0	0	5,000	0	5,000	0	
SUB- TOTALS	0	0	5,000	0	5,000	0	
MUNICIPAL COURT TECHNOLOGY							
OPERATIONAL EQUIPMENT							
267 Computers	0	1,072	1,200	1,144	2,788	0	
269 Other Office Equipment	390	1,000	0	498	498	0	
TOTAL CONTRACT SVCS & FEES	390	2,072	1,200	1,642	3,286	0	-100.0%
CONTRACT SERVICES & FEES							
532 Software Maint/Licensing	6,343	0	2,700	0	1,125	5,638	
539 Other Contract Services	0	0	0	0	6,174	25,545	
TOTAL CONTRACT SVCS & FEES	6,343	0	2,700	0	7,299	31,183	1054.9%
OFFICE FURNITURE/EQUIPMENT							
714 Computer Equipment	0	0	8,800	0	0	0	
719 Other Capital Outlay	0	0	0	0	0	0	
TOTAL CAPITAL OUTLAY	0	0	8,800	0	0	0	-100.0%
SUB- TOTALS	6,733	2,072	12,700	1,642	10,585	31,183	145.5%
GRAND TOTALS	6,733	2,072	17,700	1,642	15,585	31,183	76.18%
INCREASE/DECREASE IN FUND BAL.	8,762	17,559	(200)	6,629	1,915	(13,683)	
ENDING FUND BALANCE	50,151	67,710	67,510	74,338	69,625	55,942	

An assessment fee is charged against all defendants convicted of a misdemeanor charge in which these fees must be used for security devices or services in buildings housing the municipal court and for upgrading technology hardware or services.

**LIBRARY GRANT/
DONATION FUND**

							% Change
	FY2007-08	FY2008-09	FY2009-10	FY2009-10	FY2009-10	FY2010-11	
	ACTUAL	ACTUAL	ADOPTED	MID-YEAR	PROJECTED	PROPOSED	Prior
			BUDGET			BUDGET	Year
REVENUES							
BEGINNING FUND BALANCE	47,095	27,681	45,579	45,579	45,579	42,804	
330-INTERGOVERNMENTAL REVENUES							
227 Grants	6,074	17,635	8,000	11,848	13,102	10,000	
229 Other State Grants	564	0	0	0	426	0	
239 Other Local Donations	0	0	0	0	0	0	
TOTAL INTERGOVERNMENTAL REV.	6,638	17,635	8,000	11,848	13,528	10,000	
430 USE OF MONEY & PROPERTY							
331 Interest Income	1,214	198	185	50	75	0	
334 Misc. Revenue	0	10,945	0	0	0	0	
TOTAL USE OF MONEY & PROPERTY	1,214	11,143	185	50	75	0	
440-DONATIONS FROM PRIVATE SOURCES							
354 Proceeds from Bequest	0	0	0	0	0	0	
359 Misc. Donations	650	88	0	100	0	0	
TOTAL PROCEEDS GEN FIXED ASSETS	650	88	0	100	0	0	
GRAND TOTALS	8,502	28,866	8,185	11,998	13,603	10,000	18%
EXPENDITURES							
SPECIALTY SUPPLIES							
259 Misc. Supplies	1,143	1,050	2,185	548	3,000	1,000	
TOTAL OPERATIONAL SUPPLIES	1,143	1,050	2,185	548	3,000	1,000	
CONTRACT SERVICES							
539 Other Contract Services	1,202	5,537	2,000	252	3,000	2,000	
TOTAL OPERATIONAL SUPPLIES	1,202	5,537	2,000	252	3,000	2,000	
OFFICE FURNITURE/EQUIPMENT							
715 Other Equipment	0	0	0	0	878	0	
718 Library Books	4,335	4,380	4,000	8,037	9,500	7,000	
TOTAL CAPITAL OUTLAY	4,335	4,380	4,000	8,037	10,378	7,000	
CONTRIBUTIONS/TRANSFERS							
815 Interfund Transfers Out	21,236	0	0	0	0	0	
TOTAL CONTRIBUTIONS/TRANSFERS	21,236	0	0	0	0	0	
GRAND TOTALS	27,916	10,968	8,185	8,837	16,378	10,000	18%
INCREASE/DECREASE IN FUND BAL.	(19,414)	17,898	0	3,161	(2,775)	0	
ENDING FUND BALANCE	27,681	45,579	45,579	48,740	42,804	42,804	

The purpose of this fund is to set aside for tracking purposes grants and donations to the Library in which funds are designated to be spent on the Library activities and operations.

ROADWAY IMPACT FUND

	FY2007-08	FY2008-09	FY2009-10	FY2009-10	FY2009-10	FY2010-11	% Change
	ACTUAL	ACTUAL	ADOPTED BUDGET	MID-YEAR	PROJECTED	PROPOSED BUDGET	Prior Year
BEGINNING FUND BALANCE	0	14,620	56,805	56,805	56,805	82,905	
REVENUES							
420-ASSESSMENTS							
328 Roadway Impact Fees	14,620	42,185	40,000	21,266	26,100	27,000	
TOTAL ASSESSMENTS	14,620	42,185	40,000	21,266	26,100	27,000	
GRAND TOTALS	14,620	42,185	40,000	21,266	26,100	27,000	-33%
EXPENDITURES							
CONTRIBUTIONS/TRANSFERS							
923 Transfers Out	0	0	0	0	0	0	
TOTAL CONTRIBUTIONS/TRANSFERS	0	0	0	0	0	0	
GRAND TOTALS	0	0	0	0	0	0	0%
INCREASE/DECREASE IN FUND BAL.	14,620	42,185	40,000	21,266	26,100	27,000	
ENDING FUND BALANCE	14,620	56,805	96,805	78,071	82,905	109,905	

An assessment imposed by the City upon new development to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributed to new development within the city.

UTILITY IMPACT FUND

	FY2007-08	FY2008-09	FY2009-10	FY2009-10	FY2009-10	FY2010-11	% Change
	ACTUAL	ACTUAL	ADOPTED BUDGET	MID-YEAR	PROJECTED	PROPOSED BUDGET	Prior Year
Beginning Balance	228,144	279,757	298,536	298,536	298,536	323,273	
REVENUES							
<u>340-CHARGES FOR SERVICES</u>							
323 Water Cap. Impact Fee	38,908	14,310	12,000	16,663	19,432	20,000	
324 Sewer Cap. Impact Fee	12,705	4,469	4,000	4,625	5,305	6,000	
TOTAL REVENUES	51,613	18,779	16,000	21,288	24,737	26,000	62.5%
EXPENDITURES							
<u>500-CONTRACT SERVICES & FEES</u>							
539 Other Contract Services	0	0	0	0	0	0	
TOTAL EXPENSE	0	0	0	0	0	0	0.0%
Net Increase/Loss	51,613	18,779	16,000	21,288	24,737	26,000	62.5%
Ending Balance	279,757	298,536	314,536	319,824	323,273	349,273	

CEMETERY PERMANENT FUND

	FY2007-08 ACTUAL	FY2008-09 ACTUAL	FY2009-10 ADOPTED BUDGET	FY2009-10 MID-YEAR	FY2009-10 PROJECTED	FY2010-11 PROPOSED BUDGET	% Change Prior Year
BEGINNING FUND BALANCE	973,817	769,301	772,246	772,246	772,246	775,479	
REVENUES							
430 USE OF MONEY & PROPERTY							
331 Interest Income	37,043	30,276	30,000	15,671	30,000	30,000	
337 Unrealized Gain/Loss	(15,862)	(9,482)	0	(7,536)	(8,767)	0	
TOTAL USE OF MONEY & PROPERTY	21,181	20,794	30,000	8,135	21,233	30,000	
440- DONATIONS FROM PRIVATE SOURCES							
354 Bequests	0	0	0	0	0	0	
TOTAL INTERFUND TRANSFER	0	0	0	0	0	0	
460- PROCEEDS GEN FIXED ASSETS							
371 Cemetery Lot Sales	16,658	12,211	12,000	7,498	12,000	12,000	
TOTAL PROCEEDS GEN FIXED ASSETS	16,658	12,211	12,000	7,498	12,000	12,000	
GRAND TOTALS	37,839	33,005	42,000	15,634	33,233	42,000	0.00%
EXPENDITURES							
CONTRACT SERVICES							
537 Bank Finance/Service Fees	0	60	0	25	50	75	
TOTAL CONTRACT SERVICES	0	60	0	25	50	75	#DIV/0!
CONTRIBUTIONS/TRANSFERS							
812 Bank Service Fees	55	0	75	0	0	0	
813 Transfer out-Cemetery Op Fund	242,300	30,000	30,000	14,000	30,000	30,000	
TOTAL CONTRIB./CONTINGENCY	242,355	30,000	30,075	14,000	30,000	30,000	-0.25%
INCREASE/DECREASE IN FUND BAL.	(204,516)	2,945	11,925	1,609	3,233	11,925	
ENDING FUND BALANCE	769,301	772,246	784,171	773,854	775,479	787,404	

Chapter 6 Section 6-8 of the City Code establishes a cemetery trust fund subject to control of the City Council. Interest income from the investment of the permanent fund are to be used for beautification and upkeep of the cemetery.

FLEET SERVICES OPERATION REVENUES

	FY2007-08	FY2008-09	FY2009-10	FY2009-10	FY2009-10	FY2010-11	% Change
	ACTUAL	ACTUAL	ADOPTED BUDGET	MID-YEAR	PROJECTED	PROPOSED BUDGET	Prior Year
340-CHARGES FOR SERVICES							
277 Equipment Rental Fee	646,094	556,187	620,740	314,550	598,195	602,050	
TOTAL CHARGES FOR SERVICES	646,094	556,187	620,740	314,550	598,195	602,050	-3.0%
420 ASSESSMENTS							
329 Payments of claims	24,762	7,794	0	777	777	0	
TOTAL ASSESSMENTS	24,762	7,794	0	777	777	0	#DIV/0!
430 USE OF MONEY & PROPERTY							
331 Interest Income	0	0	0	0	0	0	
334 Misc. Revenue	851	2,724	0	500	500	0	
TOTAL USE OF MONEY & PROPERTY	851	2724	0	500	500	0	#DIV/0!
450- INTERFUND TRANSFER							
365 Transfer from General Fund	0	0	0	0	0	0	
TOTAL INTERFUND TRANSFER	0	0	0	0	0	0	#DIV/0!
GRAND TOTALS	671,707	566,705	620,740	315,827	599,472	602,050	-3.0%
EXPENDITURES	668,583	555,262	620,740	271,438	610,915	602,050	
NET PROFIT/LOSS	3,124	11,443	0	44,389	(11,443)	0	

FLEET SERVICES OPERATION FUND

	FY2007-08	FY2008-09	FY2009-10 ADOPTED	FY2009-10 MID-YEAR	FY2009-10 PROJECTED	FY2010-11 PROPOSED	% Change Prior Year
	ACTUAL	ACTUAL	BUDGET			BUDGET	
WAGES & SALARIES							
111 Regular Full Time	77,306	82,719	81,636	42,236	83,677	83,677	
112 Vacation/Holiday	0	0	0	0	0	0	
114 Overtime	1,388	2,240	4,239	2,492	4,239	4,239	
115 Longevity Pay	288	384	480	480	480	576	
118 Insurance Allowance	0	0	0	0	0	0	
SUB-TOTAL	78,982	85,343	86,355	45,208	88,396	88,492	
PAID BENEFITS							
121 FICA-Social Security	6,115	6,554	6,615	3,464	6,772	6,779	
122 Workers Compensation	2,485	2,737	2,258	1,052	2,314	2,224	
123 State Unemployment Tax	198	90	383	0	383	78	
124 TMRS	7,885	10,789	11,388	5,885	11,658	11,857	
126 Health Insurance	10,805	9,452	10,138	5,914	10,138	7,683	
127 Dental Insurance	404	404	404	202	404	425	
128 Long Term Disability	259	295	318	163	326	326	
SUB-TOTAL	28,151	30,322	31,504	16,680	31,995	29,372	
ALLOWANCES/REIMBURSEMENTS							
131 Uniforms	155	225	330	320	330	330	
132 Uniforms Rental	1,784	1,068	1,780	867	1,780	1,780	
SUB-TOTAL	1,939	1,294	2,110	1,187	2,110	2,110	
TRAINING/PROFESSIONAL DEV.							
141 Workshop Training	0	648	500	0	500	250	
143 Membership/Dues	0	0	0	0	200	100	
144 Subscriptions & Books	0	79	200	151	0	100	
147 Training-Lodging	0	0	178	0	0	0	
148 Training-Meals	0	22	151	0	22	44	
SUB-TOTAL	0	749	1,029	151	722	494	
TOTAL EMPLOYEE SERVICES	109,072	117,708	120,998	63,226	123,223	120,468	-0.4%
OFFICE SUPPLIES							
211 General Office Supplies	236	236	250	138	250	250	
SUB-TOTAL	236	236	250	138	250	250	
CONSTRUCTION SUPPLIES							
226 Misc. Hardware	2,500	2,500	3,000	2,148	3,000	3,000	
SUB-TOTAL	2,500	2,500	3,000	2,148	3,000	3,000	
PUBLIC SAFETY SUPPLIES							
249 Fire Prevention Supplies	1,699	1,984	1,700	1,251	1,700	1,400	
SUB-TOTAL	1,699	1,984	1,700	1,251	1,700	1,400	
SPECIALTY SUPPLIES							
252 Medical Supplies	39	296	300	249	300	300	
253 Chemicals	3,318	3,027	3,000	2,413	3,000	3,000	
256 Minor Tools/Instruments	3,491	3,494	3,500	829	3,500	2,000	
259 Misc. Supplies	7,272	7,579	7,500	4,778	7,500	7,000	
SUB-TOTAL	14,120	14,395	14,300	8,269	14,300	12,300	
OPERATIONAL EQUIPMENT							
262 Communication Equipment	200	290	200	100	200	100	
264 Computer Accessories	54	118	150	0	150	100	
267 Computers	0	0	0	899	899	0	
279 Other Operational Equip.	13,160	0	4053	4052	4,052	0	
SUB-TOTAL	13,414	408	4,403	5,051	5,301	200	
TOTAL OPERATIONAL SUPPLIES	31,969	19,524	23,653	16,858	24,551	17,150	-27.5%

FLEET SERVICES OPERATION FUND

	FY2007-08	FY2008-09	FY2009-10	FY2009-10	FY2010-11	% Change
	ACTUAL	ACTUAL	BUDGET	MID-YEAR	PROJECTED	Prior Year
UTILITIES						
323 Truck Telephone System	0	0	0	0	0	540
324 Cell Phones	878	872	880	770	1,150	880
325 Pagers	6	0	0	0	0	0
SUB-TOTAL	884	872	880	770	1,150	1,420
TOTAL FACILITIES OPERATION	884	872	880	770	1,150	1,420
EQUIPMENT RENTAL						
414 Motor Vehicle Rental	3,360	3,361	3,704	1,854	3,683	3,704
416 Light Equip. Rental-Exterior	5,564	4,613	6,400	1,953	5,400	6,400
418 Trucks, Heavy Equip.-Ext.	2,803	4,730	8,000	3,462	8,000	7,000
419 Replacement Fund Contrib.	2,000	1,494	2,000	0	0	0
SUB-TOTAL	13,727	14,199	20,104	7,270	17,083	17,104
FUEL, OIL & LUBRICANTS						
421 Fuel Line & Pump Repairs	4,131	4,480	4,000	3,847	4,000	3,500
422 Carburetor Repairs	3,977	3,852	4,000	2,038	4,000	3,500
423 Transmission System	11,768	10,505	12,000	7,377	12,000	11,000
424 Brake System	15,776	15,281	16,000	6,746	16,000	15,000
425 Suspension System	16,493	12,588	14,000	7,473	14,000	13,000
426 Hydraulic System	14,746	12,779	12,000	11,532	12,000	11,000
427 Cooling System	4,990	4,303	4,500	3,086	4,500	4,000
428 Engine Repairs	30,589	29,947	32,000	20,544	32,000	30,000
429 Body Shop Repairs	38,478	19,424	24,000	4,655	22,000	20,000
SUB-TOTAL	140,948	113,159	122,500	67,298	120,500	111,000
FUEL, OIL, FILTERS, TIRES						
441 Fuel (gas, diesel)	214,565	134,097	173,197	74,976	175,000	185,000
442 Oil, Lubricants, Oil Filters	26,047	27,660	29,000	9,281	29,000	28,000
445 Tires	32,262	26,878	25,000	18,361	25,000	24,000
446 Batteries	6,734	7,694	7,000	5,550	7,000	7,000
447 Electrical	20,910	19,259	19,000	14,860	19,000	18,000
448 Exhaust Systems	2,485	2,251	2,500	426	2,500	2,000
449 Misc. Repairs	25,733	22,847	25,000	14,503	25,000	25,000
SUB-TOTAL	328,736	240,686	280,697	137,958	282,500	289,000
TOTAL EQUIPMENT OPERATION	483,411	368,044	423,301	212,526	420,083	417,104
CONTRACT SERVICES & FEES						
522 Insurance and Bonds	41,590	47,377	47,500	18,894	38,000	42,000
526 Testing/Certification	1,657	1,739	2,000	1,300	1,500	1,500
532 Software License/Maint	0	0	2408	1908	2408	2,408
536 Extended Warranty	0	2197	0	0	0	0
TOTAL CONTRACT SVCS & FEES	43,247	51,312	51,908	22,102	41,908	45,908
CAPITAL OUTLAY						
725 Other Equipment	0	(2,197)	0	0	0	0
TOTAL CAPITAL OUTLAY	0	(2,197)	0	0	0	0
GRAND TOTALS	668,583	555,262	620,740	315,481	610,915	602,050
						-3.0%

FLEET REPLACEMENT FUND

	FY2007-08	FY2008-09	FY2009-10 ADOPTED	FY2009-10 MID-YEAR	FY2009-10 PROJECTED	FY2010-11 PROPOSED	% Change Prior Year
	ACTUAL	ACTUAL	BUDGET			BUDGET	
REVENUES							
BEGINNING FUND BALANCE	609,067	594,945	563,752	563,752	563,752	430,600	
340-CHARGES FOR SERVICES							
278 Equipment Replacement Fee	260,989	120,708	46,225	10,303	10,303	0	
TOTAL CHARGES FOR SERVICES	260,989	120,708	46,225	10,303	10,303	0	
450-INTERFUND OPERATING TRANSFER							
331 Interest Income	0	191	0	0	0	0	
TOTAL USE OF MONEY & PROPERTY	0	191	0	0	0	0	
460 PROCEEDS GEN FIXED ASSETS							
374 Sale of Surplus Equip	0	0	0	0	1,360	0	
379 Sale of Misc. Assets	780	1,174	0	1,955	1,955	0	
TOTAL PROCEEDS GEN FIXED ASSETS	780	1,174	0	1,955	3,315	0	
GRAND TOTALS	261,769	122,073	46,225	12,258	13,618	0	-100.00%
EXPENDITURES							
CAPITAL OUTLAY							
710- Office Equipment							
714 Computers	0	17,930	0	0	0	0	
	0	17,930	0	0	0	0	
720- FIELD EQUIPMENT							
722 Light Equipment	0	0	0	0	0	0	
723 Motor Vehicles	165,073	60,566	100,000	0	0	0	
724 Heavy Equipment	0	0	0	0	0	0	
725 Other Equipment	44,048	8000	0	0	0	0	
TOTAL CAPITAL OUTLAY	209,121	68,566	100,000	0	0	0	
LONG-TERM DEBT/CAPITAL LEASE							
913 Capital Lease Short Term	66,770	66,770	146,770	36,615	146,770	80,000	
TOTAL DEBT SERVICE	66,770	66,770	146,770	36,615	146,770	80,000	
GRAND TOTALS	275,891	153,266	246,770	36,615	146,770	80,000	-67.58%
INCREASE/DECREASE IN FUND BAL.	(14,122)	(31,193)	(200,545)	(24,357)	(133,152)	(80,000)	
ENDING FUND BALANCE	594,945	563,752	363,207	539,396	430,600	350,600	

CIVIL SERVICE FUND

	FY2007-08	FY2008-09	FY2009-10	FY2009-10	FY2009-10	FY2010-11	% Change
	ACTUAL	ACTUAL	ADOPTED BUDGET	MID-YEAR	PROJECTED	PROPOSED BUDGET	Prior Year
REVENUES							
BEGINNING FUND BALANCE	68,651	62,161	63,924	63,924	63,924	65,424	
450-INTERFUND OPERATING TRANSFER							
365 Transfer from General Fund	20,000	10,000	10,000	5,000	2,771	5,000	
TOTAL PROCEEDS GEN FIXED ASSETS	20,000	10,000	10,000	5,000	2,771	5,000	
GRAND TOTALS	20,000	10,000	10,000	5,000	2,771	5,000	-50.00%
EXPENDITURES							
100-EMPLOYEE SERVICES							
627 Police							
111 Sick Leave Pay	18,912	0	0	0	0	0	
121 FICA	1,695	0	0	0	0	0	
124 TMRS	1,551	0	0	0	0	0	
TOTAL EMPLOYEE SERVICES - Police	22,158	0	0	0	0	0	
628 Fire							
111 Sick Leave Pay	3,698	7,030	0	1,085	1,085	0	
121 FICA	331	630	0	97	97	0	
124 TMRS	303	577	0	89	89	0	
TOTAL EMPLOYEE SERVICES - Police	4,332	8,237	0	1,271	1,271	0	
GRAND TOTALS	26,490	8,237	0	1,271	1,271	0	#DIV/0!
INCREASE/DECREASE IN FUND BAL.	(6,490)	1,763	10,000	3,729	1,500	5,000	
ENDING FUND BALANCE	62,161	63,924	73,924	67,653	65,424	70,424	

GENERAL OBLIGATION BONDS AND GENERAL GOVERNMENT CO's (INTEREST SINKING FUND)

REVENUES	FY2009-10					FY2010-11	% Change
	FY2007-08 ACTUAL	FY2008-09 ACTUAL	ADOPTED BUDGET	FY2009-10 MID-YEAR	FY2009-10 PROJECTED	PROPOSED BUDGET	
BEGINNING FUND BALANCE	162,681	155,140	102,624	102,624	102,624	114,257	
310-TAXES							
111 Current Property Taxes	1,305,485	1,419,626	1,514,094	1,458,673	1,514,094	1,635,842	
TOTAL TAXES	1,305,485	1,419,626	1,514,094	1,458,673	1,514,094	1,635,842	
430 USE OF MONEY & PROPERTY							
331 Interest Income	18,800	22,685	4,200	550	1,200	1,200	
335 Reimbursement/Refunds	0	0	0	12,533	12,533	0	
TOTAL USE OF MONEY & PROPERTY	18,800	22,685	4,200	13,083	13,733	1,200	
GRAND TOTALS	1,324,285	1,442,311	1,518,294	1,471,756	1,527,827	1,637,042	7.82%
EXPENDITURES							
500-CONTRACT SERVICES & FEES							
537 Bank Fees	5,879	2,045	5,000	94	2,100	2,100	
TOTAL CONTRACT SERVICES & FEES	5,879	2,045	5,000	94	2,100	2,100	
800-CONTRIBUTIONS/TRANSFERS							
815 Interfund Transfer Out	0	18,483	0	0	0	0	
TOTAL CONTRACT SERVICES & FEES	0	18,483	0	0	0	0	
900-LONG TERM DEBT/CAPITAL LEASE							
921 I & S Principal	646,156	770,771	816,112	0	816,112	840,567	
922 I & S Interest	679,791	703,528	697,982	348,990	697,982	795,275	
TOTAL LONG TERM DEBT	1,325,947	1,474,299	1,514,094	348,990	1,514,094	1,635,842	
GRAND TOTALS	1,331,826	1,494,827	1,519,094	349,084	1,516,194	1,637,942	7.82%
INCREASE/DECREASE IN FUND BAL.	(7,541)	(52,516)	(800)	1,122,672	11,633	(900)	
ENDING FUND BALANCE	155,140	102,624	101,824	1,225,296	114,257	113,357	

UTILITY CO'S BONDS (I S)

REVENUES	FY2009-10					FY2010-11	% Change
	FY2007-08 ACTUAL	FY2008-09 ACTUAL	ADOPTED BUDGET	FY2009-10 MID-YEAR	FY2009-10 PROJECTED	PROPOSED BUDGET	
430 USE OF MONEY & PROPERTY							
430 Interest Income	0	0	0	0	0	0	
TOTAL USE OF MONEY & PROPERTY	0	0	0	0	0	0	
450-INTERFUND TRANSFER							
368 Transfer from Utility Fund	1,214,779	1,537,791	1,782,723	891,362	1,782,723	2,460,092	
TOTAL TRANSFERS	1,214,779	1,537,791	1,782,723	891,362	1,782,723	2,460,092	
GRAND TOTALS	1,214,779	1,537,791	1,782,723	891,362	1,782,723	2,460,092	38.00%
EXPENDITURES							
900-LONG TERM DEBT/CAPITAL LEASE							
921 I & S Principal	419,690	512,488	668,083	0	668,083	1,061,438	
922 I & S Interest	795,089	1,025,323	1,114,640	557,320	1,114,640	1,398,654	
TOTAL LONG TERM DEBT	1,214,779	1,537,811	1,782,723	557,320	1,782,723	2,460,092	
GRAND TOTALS	1,214,779	1,537,811	1,782,723	557,320	1,782,723	2,460,092	38.00%

AIRPORT CO'S (I S)

		FY2009-10			FY2010-11	% Change
FY2007-08	FY2008-09	ADOPTED	FY2009-10	FY2009-10	PROPOSED	Prior
ACTUAL	ACTUAL	BUDGET	MID-YEAR	PROJECTED	BUDGET	Year

REVENUES

450-INTERFUND TRANSFER

366 Transfer from Airport Fund	37,215	37,472	36,588	18,294	36,588	37,894
TOTAL TRANSFERS	37,215	37,472	36,588	18,294	36,588	37,894

GRAND TOTALS	37,215	37,472	36,588	18,294	36,588	37,894	3.57%
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EXPENDITURES

900-LONG TERM DEBT/CAPITAL LEASE

921 I & S Principal	19,710	20,805	20,805	0	20,805	22,995
922 I & S Interest	17,050	16,667	15,783	7,891	15,783	14,899
TOTAL LONG TERM DEBT	36,760	37,472	36,588	7,891	36,588	37,894

GRAND TOTALS	36,760	37,472	36,588	7,891	36,588	37,894	3.57%
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JOB DESCRIPTION

Class No. 127

Job Title: Assistant Police Chief

Pay Group: Exec Pay Plan

EEOC Category: Officials & Administration

Date: October 1, 2010

FLSA: Exempt

SUMMARY OF POSITION: Administers a comprehensive program for crime prevention and law enforcement which ensures that the peace of the community is maintained. Duties include the supervision and management of the overall operations of the Police Department and coordinating City police work with outside organizations. Is appointed by and serves at the pleasure of the Chief of Police.

ORGANIZATIONAL RELATIONSHIPS:

1. **Reports to:** Police Chief
2. **Directs:** Police Captains, Administrative Assistant, Communications/Records and is ultimately responsible for all Police Department personnel.
3. **Other:** Works closely with the general public, federal, state, and County law enforcement agencies, police departments in other cities, local officials, community groups and organizations, other City departments and subordinate personnel.

EXAMPLES OF WORK:

Essential Duties*

Description of Work	Av. % of time	Strength	Physical Demand Code*
In consultation with the Chief of Police, manages the overall operations of the Police Department: plans, organizes, develops, coordinates, and/or directs Police Department functions and support services, including	20	S	A,B,C,D,E,F,H,I, M,Q,R,S,T

crime prevention operations, criminal investigations and control of criminal intelligence data; traffic enforcement and accident investigation; patrol coverage and response to calls, property and evidence control; communications and reporting operations; and maintenance of department equipment and facilities			
Develops and implements policies and standard procedures regarding the conduct of crime prevention and law enforcement activities, including field operations, support operations, equipment and property management, public and interagency relations, and standards and ethics	7	S	A,B,C,D,E,F,H,I, M,Q,R,S,T
Assists in overseeing hiring, training and evaluation of employees, and makes and reviews work assignments	5	S	A,B,C,D,E,F,H,I, M,Q,R,S,T
Develops, implements, conducts and evaluates all aspects of employee training, including recruiting and local in-service and specialized training	5	S/M	A,B,C,D,E,F,G, H,I,J,K,L,M,N,O P,Q,R,S,T,U
Develops and implements policies regarding internal departmental matters, such as discipline, conduct, and internal investigation, and makes recommendations in disciplinary matters and terminations.	7	S	A,B,C,D,E,F,H,I, M,Q,R,S
Provides guidelines for and counsels department employees regarding their conduct, professionalism and dedication to public service	5	S	A,B,C,D,E,F,H,I, M,Q,R,S
Plans, prepares, controls, maintains, and evaluates fiscal operations of department, including reviewing and approving written reports, bills and purchase requests, and preparing and submitting departmental budget to City management.	5	S	A,B,C,D,E,F,H,I, M,Q,R,S,T
Receives and responds to citizen complaints and questions	15	S/L	A,B,H,I,Q,R,S,T
Prepares or directs preparation of monthly and annual reports to the City, the media, and various regulatory agencies	1	S	A,B,C,D,E,F,H,I, M,Q,R,S,T
Supervises and participates in communications with the public and news media, including presentations and adherence	5	S	A,B,C,D,E,F,H,I, M,Q,R,S,T

to the Open Records and Privacy Acts			
Consults and cooperates with other local, state, and federal law enforcement agencies	3	S/L	A,B,C,D,E,F,H,I, M,Q,R,S,T
Consults with other City divisions and the public concerning emergency management, crime, and crime prevention and local emergency planning	7	S	A,B,C,F,H,I,Q,R S,T
Oversees purchase and maintenance of police vehicles, equipment and facilities	2	S/L	A,B,C,F,H,I,J,K, M,Q,R,S,T
Initiates City-wide policies and procedures for improving the overall level of police service	2	S/L	A,B,H,I,Q,R,S,T
Directs the maintenance of a highly technical system of radio, telephone, and computer communications system	2	S	B,I,J,K,M,N,Q,R S
Directs, controls and maintains the records system of the department, utilizing staff and computer resources	2	S/L	A,B,C,D,E,F,H,I, M,Q,R,S,T
Directs staff and occasionally assists in the control and processing of evidence and property	2	S/L	A,B,C,D,E,F,G, H,I,J,M,Q,R,S,T

OTHER IMPORTANT DUTIES:

Description of Work	Av. % of time	Strength	Physical Demand Code*
Performs such other administrative duties as may be assigned	2	S/L	All
Serves in extension of current duties as required for emergency management, particularly in the areas of staff alerting, communication, public warning, and law enforcement	3	S/L	All
Provides quality customer service to City staff, the general public, and all other work contacts	Constant	N/A	All

*See Physical Demands portion of job description for key to codes

PHYSICAL DEMANDS:

1. Overall Strength Demand

☐ Sedentary ☒ Light ☐ Medium ☐ Heavy ☐ Very Heavy

2. Frequency for each physical demand listed in Essential Duties:

Q A. Standing Q G. Reaching R L. Crawling C Q. Vision
F B. Sitting C H. Handling Q M. Bending C R. Hearing
Q C. Walking C I. Fine Dexterity R N. Twisting C S. Talking
Q D. Lifting R J. Kneeling Q O. Climbing F T. Foot Controls
Q E. Carrying R K. Crouching R P. Balancing R U. Other
Q F. Pushing/Pulling (Lying on ground, Running)

C-Continuously, F-Frequently, O-Occasionally; R-Rarely

3. Description of Physical Demand

Physical Demand	Description
STANDING	To deliver speeches; to take firearm tests; to conduct training sessions
SITTING	Primary work position; to work at the desk; attend meetings; appear in Court
WALKING	To communicate with Division; obtain information; attend meetings out of the building; go on calls with police officers. Primarily in the same building on tile and carpet
HANDLING/FINE DEXTERITY	To do paperwork; take firearms test; make phone calls; to program and maintain communications system
VISION	To drive; read documents; write; conduct investigations
HEARING/TALKING	To communicate with staff, the public, City Council, the press, and other agencies. Most of the workday involves discussing issues or problems with others in person or on the phone
PUSHING/PULLING	To access information stored in file cabinets; to obtain evidence
REACHING	To install/program mobile radios in trunk of police cars
LIFTING/CARRYING	Manuals; police equipment for demonstration or use
KNEELING/CROUCHING/CRAWLING/BENDING/TWISTING	To collect evidence; to demonstrate police procedures during training; to access materials stored in low file cabinets or shelves; to maintain/program communications system
FOOT CONTROLS	To drive
CLIMBING	To assist with an investigation in a multiple story building
LYING-ON GROUND/RUNNING	To demonstrate police procedures; to take target practice and firearms test
NOTE: The full range of physical demands are used when conducting officer training	

NON-PHYSICAL DEMANDS:

C time pressures Q noisy/distracting environment
F emergency situations Q tedious exacting work situation
Q irregular schedule/overtime C working closely with others as part of a team
Q danger/physical abuse F performing multiple tasks simultaneously

F frequent change of tasks

R varying periods of idle time interspersed with emergencies requiring intense concentration

R other (describe below)

(Ability to maintain composure and think clearly in stressful/life threatening situations)

C-CONSTANTLY (2/3 or more of the time), F-FREQUENTLY (1/3 TO 2/3 OF THE TIME), O-OCCASIONALLY (Up to 1/3 of the time), R-RARELY (Less than 1 hour per week)

EQUIPMENT, MACHINES, TOOLS, AND WORK AIDS:

Police vehicle, police radio, telephone, mobile telephone, multi-channel recorder, firearms, video camera, audio visual equipment, riot helmets, ear protection, gas mask, protective latex gloves, armored vests, protective clothing, traffic gloves

ENVIRONMENTAL FACTORS AND SAFETY HAZARDS:

Occasional exposure to weather extremes, smoke from fires, occasional risk of physical abuse or wounds, noise exposure during firearms training or use

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:

Ability to plan, assign, coordinate, and conduct the work of varied functions within a municipal police department; ability to select, train, organize, evaluate and effectively utilize staff; ability to establish and maintain effective working relationships and communication, and ability to maintain appropriate necessary certifications

Reading: Read and comprehend manuals, journals, letters, memos, reports

Writing: Write accurate, coherent policies and procedures, letters, reports

Math: Perform simple mathematical computation related to financial and budgetary management; understand statistical data; complex mathematical computation as it relates to accident and criminal investigations

Reasoning: Analyze police problems and situations for the purpose of planning corrective policies and procedures; interpret policies, analyze diverse data

Advanced Theoretical

Knowledge: Advanced knowledge of municipal police administration and organization; technical and operating principles, practices, problems of law enforcement and crime prevention activities; and City ordinances and state and federal laws relating to police operations, law enforcement, personnel management, human relations, instructional technology

ACCEPTABLE EXPERIENCE AND TRAINING:

Eligible for Intermediate certification by the Texas Commission on Law Enforcement Officers Standards and Education; At least 2 years' experience in the Taylor Police Department and at least 5 years' bona fide law enforcement experience.

CERTIFICATES AND LICENSES REQUIRED:

Valid Texas Drivers License, eligible for Intermediate certification from the Texas Commission on Law Enforcement Officer Standards and Education.

I have read the above job description. I agree this job description is a fair representation of the duties of the position that I will be expected to perform and by signing below, indicate that I can perform these duties with or without accommodations.

Applicant or Employee:

Printed Name

Signature

Date



JOB DESCRIPTION

Class No: 129

Job Title: Public Information Officer

Pay Group: Exec Pay Plan (E-2) EEOC Category: Professional

Date: October 1, 2010

FLSA Category: Exempt

BRIEF DESCRIPTION OF THE JOB:

Manages public information communications, which includes media relations and publicity activities to inform the public; to foster civic involvement and heighten awareness for City activities, services and programs; to coordinate activities designed to provide external and internal audiences with current information regarding all aspects of City operations and services; to support/lead marketing and public relations activities to create and maintain a favorable public image of the City of Taylor.

ORGANIZATIONAL RELATIONSHIPS:

Reports to: City Manager

Directs: No responsibility for the direction or supervision of others

Other: Has constant contact with City officials, employees, and the general public and media contacts.

ESSENTIAL DUTIES:

This is a description of the way this job is currently performed; there is potential for accommodation.

Description of Work	Av. % of Time	Strength*	Physical Demand Code*
Assist City Manager, management and City Council members with public information matters as needed. Serve as a resource in identifying potential public relations issues and collaborate on strategic solutions.	10	L	A,B,C,D,E,F, G,H,I,Q,R,S,T
Serve as the media representative of the City with print, broadcast and online media. Serve as a spokesperson for the City in media interviews as needed. Provide media relations support to City management and Council. Maintain current media	10	L	A,B,C,D,E,F, G,H,I,Q,R,S,T

contacts database.			
Create and distribute news releases, web site news items, cable channel content, fact sheets, and other forms of communications to foster involvement and heighten awareness for City services, programs and initiatives.	10	L	A,B,C,D,E,F, G,H,I,Q,R,S,T
Write, edit, and coordinate the design, production, and distribution of a monthly newsletter and other City publications or communications.	10	L	B,C,D,E,F,G, H,I,Q,R,S
Assist other departments with press releases, special events planning and coordination, and related media activities.	5	L	A,B,C,D,E,F G,H,I,Q,R,S,T
Coordinate communications and marketing efforts of the City. Coordinate development of marketing materials that are consistent in design quality and brand image. Serve as City liaison to Taylor Marketing Team.	10	L	A,B,C,D,E,F G,H,I,Q,R,S,T
Handle media relations in a crisis or emergency situation; serve as a spokesperson for the City. Provide crisis communications support for emergency management events to include print, broadcast, and electronic. Develop media key messages, talking points and Q&A for spokespersons as needed. Coordinate the emergency telephone contact system and initiate messages as needed.	5	L	A,B,C,D,E,F G,H,I,Q,R,S,T
Collaborate with City management and Council on ways to enhance communications to public officials. Attend and represent the City at community functions, open house and community meetings, civic organizations, and governmental groups; prepare and present presentations regarding assigned public education programs.	10	L	A,B,C,D,E,F G,H,I,Q,R,S,T
Develop and manage the budget for marketing, public relations activities, communications and advertising for the City with close collaboration of City management.	10	L	A,B,C,D,E,F, G,H,I,Q,R,S
Counsel management, staff and City Council on communications strategies and issues management. Provide communications and media relations support to City management and City Council, to include coordinating publicity plans, key messages, talking points, media Q&A, writing columns, letters and speeches and planning and hosting press conference events. Support internal communication programs.	10	L	A,B,C,D,E,F, G,H,I,Q,R,S,T
Attends conferences, trainings, and other meetings to stay current with best practices in public information and learn new skills. Monitor media outlets on a daily basis for City.	10	L	A,B,C,D,E,F, G,H,I,Q,R,S,T
Performs all job duties according to all approved safety rules and procedures.	Constant	L	ALL CODES

Performs such other professional or administrative duties as may be assigned by the City Manager.	As Required	L	ALL CODES
Provides quality customer service to city staff, the general public, and all other work contacts.	Constant	N/A	N/A

See Physical Demands portion of job description for key to codes

PHYSICAL DEMANDS:

1. Overall Strength Demand

☐ Sedentary ☒ Light to ☐ Medium ☐ Heavy ☐ Very Heavy

2. Frequency for each physical demand listed in Essential Duties:

☐ F A. Standing ☐ F G. Reaching ☐ R L. Crawling ☐ C Q. Vision
☐ F B. Sitting ☐ C H. Handling ☐ O M. Bending ☐ C R. Hearing
☐ F C. Walking ☐ C I. Fine Dexterity ☐ O N. Twisting ☐ C S. Talking
☐ F D. Lifting ☐ R J. Kneeling ☐ R O. Climbing ☐ F T. Foot Controls
☐ F E. Carrying ☐ R K. Crouching ☐ R P. Balancing ☐ U. Other
☐ F F. Pushing/Pulling

C-Continuously, F-Frequently, O-Occasionally; R-Rarely

3. Description of Physical Demand

Physical Demand	Description
SITTING	Primary work position for most tasks; to attend meetings; to drive short and long distances.
STANDING/WALKING	To communicate with staff in all Divisions; to obtain information; to deliver speeches and/or make presentations; to attend and /or conduct meetings; to make observations and/or to meet with citizens around the City.
HEARING/TALKING	To communicate with a wide variety of people including, but not limited to, citizens, City staff, City Council, members of boards and commissions, business leaders, community groups, representatives of all levels and types of governmental entities and the media.
HANDLING/FINE DEXTERITY	To complete all paper and computer work; to make notes during meetings; to draw or write visual aids while conducting meetings; to operate telephone, calculator, copier and other office equipment; to operate camera and video equipment; to operate vehicle.

VISION	To read; to write; to drive; to conduct/facilitate meetings; to attend professional workshops.
LIFTING/CARRYING	Bound documents; manuals; reference materials; camera/video equipment.
PUSHING/PULLING	File cabinet drawers (up to 30-lbs. exertion for large cabinets, usually 5 to 10-lbs. exertion); tables, chairs and other items while setting up for special events.
KNEELING/CROUCHING/BENDING	To access low file cabinet drawers and storage shelves; to assist in setting up for special events; to observe housing rehabilitation projects.
REACHING	To assist in setting up for special events (i.e. hang banners, assemble booths, etc.).
CLIMBING/BALANCING	To assist in setting up for events; to observe housing rehabilitation projects.
FOOT CONTROL	To drive to numerous meetings in a wide variety of locations.

NON-PHYSICAL DEMANDS:

C time pressures O noisy/distracting environment
F emergency situations F tedious exacting work situation
F irregular schedule/overtime F working closely with others as part of a team
R danger/physical abuse F performing multiple tasks simultaneously
F frequent change of tasks _____ other (describe below)
O varying periods of idle time interspersed with emergencies requiring intense concentration

C-CONSTANTLY (2/3 or more of the time), F-FREQUENTLY (1/3 TO 2/3 of the time), O-OCCASIONALLY (up to 1/3 of the time), R-RARELY (Less than 1 hour per week)

EQUIPMENT, MACHINES, TOOLS, AND WORK AIDS:

Computer, cell phone, typewriter, office equipment (copiers, fax, phone, etc.), service vehicles for travel, camera, video and sound equipment, calculator, word processing and graphic programs.

ENVIRONMENTAL FACTORS AND SAFETY HAZARDS:

Occasional exposure to weather extremes. Frequent contact with the public.

KNOWLEDGE /SKILLS/ABILITIES:

Ability to operate a computer; ability to communicate effectively, both verbally and in writing; establish and maintain effective working relationships; ability to understand government theories and operations; knowledge of PC, word-processing and database programs; ability to deliver public presentations; ability to work efficiently without direct supervision.

Reading:

Reads and comprehends materials related to Public Administration, City Management and policy/procedural analysis. Reads and interprets governmental data including legal guidelines for municipalities. Reads and understands a wide variety of news articles and information about City programs and initiatives.

Writing: Writes and edits news releases, newsletters, website copy, scripts, reports, advertising copy, brochures, letters to the editor, and other forms of written communication.

Math: Performs mathematical calculations pertaining to financial and budgetary concerns including cost expenditures and project analysis.

Reasoning Ability to analyze situations and adopt a quick, effective and reasonable course of action. Ability to evaluate demographics and statistics

Advanced Theoretical

Knowledge Knowledge of municipal government policies and regulations; knowledge of grant requisition and administration; knowledge of best practices in mediated communication and e-government.

ACCEPTABLE EXPERIENCE AND TRAINING:

Bachelors degree from an accredited college or university with major course work in Business Administration, Public Administration, Public Relations, Journalism, Social Sciences, Marketing, Communications, or a related field and three years of increasingly responsible experience in public relations, journalism or marketing OR any equivalent combination of experience and training that provides the required knowledge, skills and abilities.

CERTIFICATES/LICENSES REQUIRED:

Valid Texas driver's license.

Signature:

I acknowledge that I have read and understand the duties and demands required of this position and further affirm that I can perform them as described with or without accommodations. This job description does not constitute an employment agreement and is subject to change as deemed appropriate by the City of Taylor.

Applicant or Employee:

Printed Name

Signature

Date

Intentionally
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JOB DESCRIPTION

Class No: 205

Job Title: Public Works Superintendent

Pay Group: M-1

EEOC Category: Officials & Administrators

Date: October 1, 2010

FLSA Category: Exempt

BRIEF DESCRIPTION OF THE JOB:

Manages, supervises and coordinates the activities and operations of the Street/Drainage and Parks/Grounds Maintenance Divisions within Public Works; coordinates assigned activities with other departments and outside agencies; and provides highly responsible support to the Director of Public Works. Highly visible to a wide variety of citizens in the City of Taylor.

ORGANIZATIONAL RELATIONSHIPS:

Reports to: Director of Public Works

Directs: Crew Leaders, equipment operators, athletic field technicians, laborers and temporary employees.

Other: Works closely with other City departments and employees and the general public.

ESSENTIAL DUTIES:

This is a description of the way this job is currently performed; there is potential for accommodation.

Description of Work	Av. % of Time	Strength*	Physical Demand Code*
Plan, direct, coordinate and review the work plan for department employees; assign work activities, material/tools, projects and programs; review and evaluate work products, methods and procedures; meet with subordinate employees to identify and resolve problems.	15%	L/M	A,B,C,D,E,G H,I,Q,R,S,T
Supervises maintenance of City parks, sports facilities and other municipally owned grounds including City Cemetery, City Airport and right-of-way adjacent to or	10%	L/M	A,B,C,D,E,G H,I,Q,R,S,T

between streets and highways			
Monitor drainage projects; coordinate, plan and schedule Street and Drainage activities with other departments.	5%	L	A,B,C,D,E,G H,I,Q,R,S,T
Select, train, manage, motivate and evaluate assigned personnel; provide or coordinate staff training; work with employees to correct deficiencies; complete related personnel matters.	5%	L	A,B,C,D,E, F,G,H,I,J,K,M, O,P,Q,R,S,T
Participate in the development and administration of the street/drainage and Parks/Grounds Maintenance Division's annual budget; participate in the forecast of funds needed for staffing, equipment, materials and supplies; monitor and approve expenditures.	15%	L	A,B,C,D,E, G,H,I,Q,R,S
Serve as the liaison for the department with other departments and outside agencies including contractors, consultants, vendors, and public agencies.	5%	L	A,B,C,D,E, G,H,Q,R,S,T
Supervises preventive maintenance on equipment and vehicles assigned to the Divisions.	5%	L	A,B,C,D,E, G,H,Q,R,S
Supervises projects whether done by force account or contracted out.	5%	L	A,B,C,D,E, F,G,H,I,J,K,M, O,P,Q,R,S,T
Develops and makes recommendations on programs to Public Works Director.	5%	L	A,B,C,D,E,G, H,Q,R,S
Analyze streets for street resurfacing, patching, maintenance, ditch spraying, and vehicle oil changes.	5%	L	A,B,C,D,E,F,G,H, J,K,M,Q,R,S,T
Responds courteously to inquiries and/or complaints from customers, including weekend and after-hours calls.	5%	L	A,B,C,D,E,G,H, Q,R,S,T
May assist workers in day-to-day tasks in the absence of employees or during special events.	5%	L/M	ALL CODES
Serves in extension of current duties as required for emergency management, particularly in the areas of shelter, debris removal and recovery.	5%	L/M	ALL CODES
Provides quality customer service to City staff, the general public, and all other work contacts.	5%	L	A,B,C,D,E, Q,R,S
Perform additional related duties and responsibilities as assigned.	5%	L/M	ALL CODES

See Physical Demands portion of job description for key to codes

PHYSICAL DEMANDS:

1. Overall Strength Demand

☐ Sedentary ☐ Light to ☒ Medium ☐ Heavy ☐ Very Heavy

2. Frequency for each physical demand listed in Essential Duties:

F A. Standing F G. Reaching R L. Crawling C Q. Vision
F B. Sitting F H. Handling O M. Bending C R. Hearing

F C. Walking F I. Fine Dexterity O N. Twisting C S. Talking
F D. Lifting O J. Kneeling F O. Climbing F T. Foot Controls
F E. Carrying O K. Crouching O P. Balancing U. Other
O F. Pushing/Pulling

C-Continuously, F-Frequently, O-Occasionally; R-Rarely

3. Description of Physical Demand

Physical Demand	Description
STANDING/WALKING	To supervise street, grounds/park maintenance and other activities; on asphalt, gravel, grass, dirt and mud.
SITTING	To complete all paperwork at desk; to drive to worksite locations.
LIFTING/CARRYING	12" to 30" inch pipe (154 to over 200 lbs.) - lifted and carried by 2 to 3 people to load or unload truck. Power saw (28 lbs.) shovel (16 lbs.). Concrete cutting machine, tamper, jack hammer, tools, and other equipment (up to 150 jack hammer, tools, and other equipment (up to 150 lbs.); Portable water pump; Sacrete (90 lbs.); Barricades, traffic control devices. Various types of landscape equipment ranging from 10 to 65 lbs. Prune trees and remove limbs and logs from pruning area to trailer; to carry various other objects throughout the workday.
PUSHING/PULLING	Pull pipe in trenches to align; load and unload the truck (see weights above); release tail gate; hand brake; push and pull dirt from excavated area to backfill over pipe, levers on equipment. To start various landscape equipment; chainsaw, lawnmower and edger; to operate lawnmowers and edgers; to saw tree limbs with pole saw or pruning saw.
REACHING/HANDLING/ FINE DEXTERITY	Overhead signs and mounts (16 lbs.); lines and fittings on machinery; operate equipment and use hand tools; to work with nuts, bolts, clamps and other small parts. Overhead reach to prune trees; operate pole saw; place Christmas tree lights.
HANDLING	To operate the majority of tools and equipment.
CROUCHING	To trim bushes and flower beds; to maintain water systems and fences; to perform some electrical repairs. To work in excavated areas; storm sewers; drainage structures
KNEELING	To edge and clean flower beds; To work in excavated areas; storm sewers; drainage structures
BENDING/TWISTING	To pick up trash and other items in areas; to remove items from pickup truck bed; to perform basic preventive maintenance on pickup trucks and other equipment. To lay out drainage pipe; load and unload truck; to operate heavy equipment; to operate string trimmer; to install signage.
CLIMBING/BALANCING	Into and out of excavated areas; manholes, inlets, culverts, onto equipment; into dump truck (1st step - 18 inches, 2nd step - 14 inches); hydro lift (1st step - 20 inches); To use ladders to hang Christmas lights, prune trees and perform basic maintenance;
FOOT CONTROLS	To operate pickup trucks, mowers and other equipment.

VISION	To operate motor vehicle and all other equipment; perform repair and maintenance tasks.
HEARING/TALKING	To listen for proper operation of motorized equipment; to give and receive safety instructions/warnings; to give work instructions; to communicate with City employees; to communicate with the general public or group/association representatives when setting up for special events.

NON-PHYSICAL DEMANDS:

- | | |
|--|---|
| <u> </u> F time pressures | <u> </u> C noisy/distracting environment |
| <u> </u> F emergency situations | <u> </u> F tedious exacting work situation |
| <u> </u> F irregular schedule/overtime | <u> </u> C working closely with others as part of a team |
| <u> </u> R danger/physical abuse | <u> </u> C performing multiple tasks simultaneously |
| <u> </u> C frequent change of tasks | <u> </u> other (describe below) |
| <u> </u> F varying periods of idle time interspersed with emergencies requiring intense concentration | |

C-CONSTANTLY (2/3 or more of the time), F-FREQUENTLY (1/3 TO 2/3 of the time), O-OCCASIONALLY (up to 1/3 of the time), R-RARELY (Less than 1 hour per week)

EQUIPMENT, MACHINES, TOOLS, AND WORK AIDS:

Backhoe, motor grader, gradall, front end loader, trenchers, skid steer loaders, tractor, water truck, asphalt distributor, ventilating equipment, hydraulic equipment, hand tools, electrical tools, jackhammer, air compressor, pumps, signs and traffic devices, dump trucks, and other vehicles, safety vehicles, safety equipment, mowers and brush chippers.

ENVIRONMENTAL FACTORS AND SAFETY HAZARDS:

Environmental conditions:

Indoor and outdoor environments; exposure to all weather conditions; exposure to vibrations, and noise; work on slippery or uneven surfaces, work with electrical energy; work with and around heavy machinery, in or near vehicle traffic; exposure to dust and fumes from motorized equipment; possible exposure to toxic chemicals.

KNOWLEDGE AND ABILITIES:

Knowledge of:

- Operational characteristics, services and activities of municipal streets.
- Principles and practices of public administration, management, city organization and departmental responsibilities.
- Principles and procedures of contract administration.
- Principles and practices of program development and administration.
- Pertinent Federal, State and local laws, codes and regulations
- Parks administration procedures; principals of landscaping, grounds maintenance activities and care of plants and trees

Ability to:

- Manage assigned services and operations.
- Oversee, direct and coordinate the work of employees.
- Communicate clearly and concisely, both verbally and in writing.
- Respond to customer service issues and public concerns and needs.
- Effectively utilize staff.
- Compile, analyze, and submit written reports
- Establish and maintain effective working relationships with other employees and the general public

Reading: Reads manuals, memos, warning labels

Writing: Writes reports, schedules and memos

Math: Skill in budget preparation, basic math calculations

Reasoning: Has to be very sensitive to the environment while spraying chemicals and follow State of Texas Structural Pest Control policies, monthly playground safety reports and detection of safety hazards.

Advanced Theoretical

Knowledge: Chemical Maintenance and reporting, fertilizers, turf maintenance, insect and disease control, tree pruning and maintenance, playground safety, horticulture, mowing rotations.

ACCEPTABLE EXPERIENCE AND TRAINING:

Associates degree in a related field with major coursework in street/parks/grounds maintenance or a related field desired. Five years experience in public works or construction trades industries with at least three years of supervisory experience, High School Diploma or any equivalent combination of experience and training that provides the required knowledge, skills, and abilities.

CERTIFICATES/LICENSES REQUIRED:

Must possess a valid Texas Commercial Drivers License (Class A), Pesticide Applicators License preferred.

I acknowledge that I have read and understand the duties and demands required of this position and further affirm that I can perform them as described with or without accommodations. This job description does not constitute an employment agreement and is subject to change as deemed appropriate by the City of Taylor.

Applicant or Employee:

Printed Name

Signature

Date

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JOB DESCRIPTION

Class No: 238

Job Title: Main Street Manager

Pay Group: Mgmt Pay Plan (M-2)

EEOC Category: Officials & Administrators

Date: October 1, 2010

FLSA Category: Exempt

BRIEF DESCRIPTION OF THE JOB: Responsible for the planning, execution, and documentation of a comprehensive Main Street program within the communities policies and guidelines for historic preservation and economic development. Coordinates all project activities locally, but is also part of a state and national network of professionals working to find ways to revitalize central business districts and share techniques, methodology and information with other communities. Coordinates all activities, programs, and schedules of the volunteers for the Main Street Program and any other responsibilities deemed appropriate.

ORGANIZATIONAL RELATIONSHIPS:

Reports to: City Manager

Other: Works directly with city department heads and city staff. Has contact with members of associated boards and commissions, volunteers, property and business owners, consultants, media, and the general public.

ESSENTIAL DUTIES:

This is a description of the way this job is currently performed; there is potential for accommodation.

Description of Work	Av. % of Time	Strength*	Physical Demand Code*
Develops working relationships with all persons directly or indirectly involved in the downtown area; designs and develops action plans and strategies for implementing main street programs utilizing a full range of the community's human and economic resources;	Constant	M	A,B,C,D,E,F,G, H,I,J,Q,R,S,T
Orients public officials, retailers, community groups, the general public, etc., with the nature and objectives	10	L	A,B,C,Q,R,S

of this effort;			
Develops and conducts an on-going public awareness and educational program designed to enhance appreciation of downtown's assets and the importance of its historic fabric. Through speaking engagements, radio, television appearance and newspaper interviews, keeps the program constantly in the public eye;	9	M	A,B,C,D,E,F, Q,R,S,
Assists individual tenants or property owners with physical improvement projects such as façade rehabilitation, through consultations with the Main Street architects, or by obtaining and supervising other professional design consultants;	6	M	A,B,C,D,E,G,I, O,Q,R,S,T,
Develops a fixed term action plan for implementing a downtown revitalization program focused on these four areas: organization, promotion, design and economic restructuring;	10	M	A,B,C,D,E,F, G,H,I,J,M,Q,R, S,T
Provides advice and information on successful downtown management	5	L	A,B,C,Q,R,S
Encourages a cooperative climate between downtown interest and local public officials, one of the goals being improvement of municipal services to the project area;	Constant	L	A,B,C,F,Q,R,S, T
Provides liaison with all historic preservation and tourist development organizations, the Texas Downtown association and the National Trust for Historic Preservation Main Street Center.	6	L	A,B,C,D,F,G,H, I,Q,R,S,T
Advises downtown merchants and assists in the coordination of joint promotional events, such as seasonal festivals, sidewalk sales, etc., with the goal of improving the quality and excitement of events to attract people downtown.	10	M	A,B,C,D,E,F,G, H,I,M,Q,R,S,T
Works with the Texas Main Street program at the Texas Historical Commission in preparing the action plan, obtaining advice and technical assistance on all aspects of the program, and generating funding for it;	6	M	A,B,C,I,Q,R,S
Completes and submits monthly reports and reinvestment figures to the Director of Community Development and State Main Street office;	9	M	A,B,C,D,E,F,G, H,I,Q,R,S
Assembles and maintains essential performance data as they relate to the downtown area in relation to the City of Taylor, The Williamson County, and the State of Texas	9	M	A,B,C,D,H,I,Q, R,S
Represents the Taylor Main Street Program at various appropriate conferences, workshops and seminars;	5	L	A,B,C,D,E,O,Q R,S,T
Develops economic strategies to increase business opportunities in the downtown, attracting new users into existing facilities and expanding market opportunities	11	M	A,B,C,D,E,F,G, H,I,Q,R,S,T
Work with existing businesses in the Taylor Downtown area to assist with their retention and expansion efforts	Constant	M	A,B,C,D,E,Q, R,S,T

Prepares and maintains a milestone record of projects through photographs (before and after) and/or slides, files on the building, business recruitment, promotions, monthly reports, etc.	4	L	A,B,C,D,E,G, H,I,Q,R,S
Recruits new volunteers through various opportunities throughout the year;	Constant	L	A,B,C,E,Q,R,S
Performs such other related duties as may be assigned.	Constant	L	ALL
Provides quality customer service to city staff, the general public, and all other work contacts.	Constant	N/A	N/A

PHYSICAL DEMANDS:

1. Overall Strength Demand

☐ Sedentary ☐ Light to ☒ Medium ☐ Heavy ☐ Very Heavy

2. Frequency for each physical demand listed in Essential Duties:

☐ A. Standing	☐ G. Reaching	☐ L. Crawling	☐ Q. Vision
☐ B. Sitting	☐ H. Handling	☐ M. Bending	☐ R. Hearing
☐ C. Walking	☐ I. Fine Dexterity	☐ N. Twisting	☐ S. Talking
☐ D. Lifting	☐ J. Kneeling	☐ O. Climbing	☐ T. Foot Controls
☐ E. Carrying	☐ K. Crouching	☐ P. Balancing	☐ U. Other
☐ F. Pushing/Pulling			

C-Continuously, F-Frequently, O-Occasionally; R-Rarely

3. Description of Physical Demand

Physical Demand	Description
STANDING/WALKING	To maintain files; sort and distribute mail; to use copier; to get supplies
SITTING	Primary work position; for most tasks
LIFTING/CARRYING	Stacks of files, computer print outs (5-20 lbs.) supplies (box of copier/computer paper 20-40 lbs.)
PUSHING/PULLING	File cabinet drawers (exertion from 5 to 30 lbs);
REACHING	To get supplies from the high shelves; to reach for files; to obtain supplies from cabinets while seated
HANDLING	Counting money; sorting mail; filing; operating computer, calculator, typewriter, copier, and other office equipment; writing
CROUCHING	To change paper in copier; obtain files from lower drawers/shelves
KNEELING	N/A
BENDING	To change paper in copier; obtain files from lower drawers/shelves
CLIMBING/BALANCING	To use step tool to access materials stored on high shelves
TWISTING	To operate copier
VISION	To maintain files, sort and distribute mail; to do computer work; to operate office equipment; to monitor and assist people coming into office; to do layout/design for print media
FOOT CONTROLS	To walk and drive

NON-PHYSICAL DEMANDS:

<u>F</u> time pressures	<u>O</u> noisy/distracting environment
<u> </u> emergency situations	<u>R</u> tedious exacting work situation
<u>O</u> irregular schedule/overtime	<u>F</u> working closely with others as part of a team
<u> </u> danger/physical abuse	<u>F</u> performing multiple tasks simultaneously
<u>F</u> frequent change of tasks	<u> </u> other (describe below)
<u>R</u> varying periods of idle time interspersed with emergencies requiring intense concentration	

C-CONSTANTLY (2/3 or more of the time), F-FREQUENTLY (1/3 TO 2/3 of the time), O-OCCASIONALLY (up to 1/3 of the time), R-RARELY (Less than 1 hour per week)

KNOWLEDGE AND ABILITIES:

Knowledge of word processing software, ability to operate a computer; ability to communicate effectively, both verbally and in writing, ability to maintain appropriate necessary certifications, ability to establish and maintain effective working relationships and ability to analyze situations and adopt a quick, effective and reasonable course of action. Reads and comprehends industry journals, magazines and newsletters, writes reports and memos, policy papers, press communications, and program evaluations, performs mathematical calculations; analyzes and interprets data; interprets policies and procedures; and exercises tact and diplomacy when dealing with vendors, property and business owners, and the general public; knowledge of, or ability to gain knowledge of real estate, tourism and travel industry practices and trends, as well as the marketing/media industry.

ACCEPTABLE EXPERIENCE AND TRAINING:

Bachelor's degree from an accredited University or four year college in public administration, architecture, planning, economic development, marketing, journalism, or related field. Must understand the concepts and issues involved with community revitalization from the various points of view such as merchants, public agencies, property owners and community organizations. Must have excellent written and verbal communication skills for project presentations and public speaking. Must have a minimum of five years experience working closely with volunteers, volunteer organizations, social service agencies, and local service clubs, in a Main Street program, as an economic development professional, or in the marketing/promotions/communications profession. Grant writing skills preferred. Any equivalent combination of experience and training that provides the required knowledge, skills, and abilities may be considered.

CERTIFICATES/LICENSES REQUIRED:

State of Texas Class "C" Driver's license.

I acknowledge that I have read and understand the duties and demands required of this position and further affirm that I can perform them as described with or without accommodations. This job description does not constitute an employment agreement and is subject to change as deemed appropriate by the City of Taylor.

Applicant or Employee:

Printed Name

Signature

Date



JOB DESCRIPTION

Class No: 315

Job Title: Building Maintenance Supervisor

Pay Group: 20

EEOC Category: Service-Maintenance

Date: October 1, 2010

FLSA Category: Non-Exempt

BRIEF DESCRIPTION OF THE JOB: To supervise and perform general building maintenance.

ORGANIZATIONAL RELATIONSHIPS:

Reports to: Director of General Services

Directs: Supervises Building Maintenance personnel and directs contractors and vendors.

Other:

ESSENTIAL DUTIES:

This is a description of the way this job is currently performed; there is potential for accommodation.

Description of Work	Av. % of Time	Strength*	Physical Demand Code*
Responsible for general facilities maintenance including basic plumbing, electrical and minor building repairs. Perform and implement preventative maintenance programs. Supervise Building Maintenance personnel and direct vendors and contractors in maintenance or installation of equipment of facilities.	45%	M	A,B,C,D,E,F,H, J,K,L,N,O

Responsible for planning, inspecting and assigning work to building maintenance personnel. Responsible for ensuring safe working conditions and work practices. Supervise installation, operation, maintenance, janitorial and repair work. Inspects completed jobs. Estimates time and materials required for each job. Initiates requisitions for supplies and equipment. Examines and approves operations log sheets and time records. Schedules operation of and inspects city building equipment. Performs related duties as assigned.	25%	M	A,B,C,D,E,F,G, H,I,J,K,L,M,N, O,P,Q,R,S
Perform a variety of tasks related to building maintenance, facility maintenance, including but not limited to; changing the lamps of light fixtures, changing A/C filters, ordering and replacing flags, inspecting fire extinguishers and emergency backup systems or emergency lighting.	10%	H	A,B,C,D,E,F,G H,I,J,K,L,M,N, O,P,Q,R,S
Perform manual labor tasks such as loading, unloading, lifting, carrying, pulling, pushing or moving objects, climbing, bending or crawling.	10%	H	A,B,C,D,E,F,G,H I,J,K,L,M,N,O,P, Q,R,S
Clean and maintain tools, equipment, vehicles and HVAC equipment as appropriate.	5%	M	ALL
Assist Director in the departmental budget preparations.	5%	L	ALL
Perform additional duties and responsibilities as assigned.	Constant	L	ALL

PHYSICAL DEMANDS:

1. Overall Strength Demand

☐ Sedentary ☐ Light to ☒ Medium ☐ Heavy ☐ Very Heavy

2. Frequency for each physical demand listed in Essential Duties:

<u>F</u> A. Standing	<u>F</u> G. Reaching	<u>F</u> L. Crawling	<u>C</u> Q. Vision
<u>F</u> B. Sitting	<u>F</u> H. Handling	<u>F</u> M. Bending	<u>C</u> R. Hearing
<u>F</u> C. Walking	<u>C</u> I. Fine Dexterity	<u>F</u> N. Twisting	<u>C</u> S. Talking
<u>F</u> D. Lifting	<u>F</u> J. Kneeling	<u>F</u> O. Climbing	<u>-</u> T. Other
<u>F</u> E. Carrying	<u>F</u> K. Crouching	<u>O</u> P. Balancing	
<u>F</u> F. Pushing/Pulling			

C-Continuously, F-Frequently, O-Occasionally, R-Rarely

3. Description of Physical Demand

Physical Demand	Description
STANDING/WALKING	Inspecting buildings and grounds

SITTING	Operating motor vehicle or computer equipment
LIFTING/CARRYING	Moving office furniture, tables and chairs
REACHING	Changing lamps, pulling wire, replacing ceiling tile
HANDLING	Small tools and building equipment
BENDING	Repairing restroom fixtures
KNEELING	Repairing electrical outlets, removing objects from floor mats
VISION	Inspecting facilities

NON-PHYSICAL DEMANDS:

<u>F</u>	time pressures	<u>C</u>	noisy/distracting environment
<u>F</u>	emergency situations	<u>F</u>	tedious exacting work situation
<u>O</u>	irregular schedule/overtime	<u>C</u>	working closely with others as part of a team
<u>R</u>	danger/physical abuse	<u>C</u>	performing multiple tasks simultaneously
<u>F</u>	frequent change of tasks		other (describe below)
<u>R</u>	varying periods of idle time interspersed with emergencies requiring intense concentration		

C-CONSTANTLY (2/3 or more of the time), F-FREQUENTLY (1/3 TO 2/3 of the time), O-OCCASIONALLY (up to 1/3 of the time), R-RARELY (Less than 1 hour per week)

EQUIPMENT, MACHINES, TOOLS, AND WORK AIDS:

ENVIRONMENTAL FACTORS AND SAFETY HAZARDS:

Works indoors and outdoors in hot, cold, and/or wet weather, exposure to noise and dust from machinery, toxic chemicals.

KNOWLEDGE AND ABILITIES:

- Knowledge of:
- City and departmental policies and regulations related to safety.
 - OSHA rules and regulations, uniform building codes, fire codes and ADA requirements.
 - Contract requirements.
 - Minimum 5 years experience in the operation, repair and maintenance of building structures and building system equipment.
 - Must communicate well with supervision, peers and the public.
 - Must have a valid drivers license.
 - Must exercise a great deal of judgment in resolving problems in the act of repairing buildings and facilities.
 - Proper techniques, safety procedures, and uses of a variety of hand, power and mechanized equipment.

- Ability to:
- Perform strenuous manual labor tasks; lift and carry loads up to 100 lbs.
 - Perform manual labor tasks in all types of weather conditions.
 - Perform basic light equipment maintenance tasks.
 - Follow written and verbal instructions.

The above statements are not a complete list of all responsibilities, duties and skills held or performed by employees in this job. Employee may perform other related duties as assigned.

ACCEPTABLE EXPERIENCE AND TRAINING:

High school diploma or GED equivalent. Five years experience in the building maintenance or related field.

CERTIFICATES/LICENSES REQUIRED:

- Valid Texas Drivers License

I acknowledge that I have read and understand the duties and demands required of this position and further affirm that I can perform them as described with or without accommodations. This job description does not constitute an employment agreement and is subject to change as deemed appropriate by the City of Taylor.

Applicant or Employee:

Printed Name

Signature

Date



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

Agenda Item #: 9

Agenda Title: Consider adopting Ordinance 2010-33 for the 2010-11 annual budget excluding “Contributions to Civic Programs”

Council Action to be taken: Adopt as presented.

Initiating Department: City Management

Staff Contact: Jim D. Dunaway, City Manager
Rosemarie Dennis, Finance Director

1. INTRODUCTION/PURPOSE

Once the public hearing has concluded and the ordinance having been introduced at the August 24th council meeting, the Council must now vote to formally adopt the FY 2010-11 Budget.

2. DESCRIPTION/ JUSTIFICATION

After two Council workshops and a public hearing, Staff hopes Council is comfortable with and ready to finalize the proposed FY 2010-11 City of Taylor budget.

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

Staff recommends the adoption of Ordinance 2010-33, excluding contributions to civic programs.

6. REFERENCE FILES

9a. [Ordinance 2010-33](#)

ORDINANCE NO. 2010-33

AN ORDINANCE APPROVING AND ADOPTING A BUDGET FOR THE CITY OF TAYLOR, TEXAS, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2010 AND ENDING SEPTEMBER 30, 2011.

WHEREAS, the City Manager of the City of Taylor, Texas, has heretofore submitted, in accordance with the state law and the City's Charter, a budget for said City, for the fiscal year beginning October 1, 2010 and ending September 30, 2011; and

WHEREAS, a public hearing on such budget was held on September 9, 2010, was given notice and made in accordance with the law and within the time limits set forth by law; and

WHEREAS, such public hearing was held in accordance with the law on September 9, 2010, prior to final adoption of this ordinance.

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

SECTION 1. The attached budget for the fiscal year beginning October 1, 2010, and ending September 30, 2011, is hereby in all things approved and adopted and it shall be effective as of October 1, 2010.

SECTION 2. The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this ordinance was adopted was posted and that such meeting was open to the public as required by law at all times during which this ordinance and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended, and the Act.

SECTION 3. That all ordinances and parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. In accordance with Article VIII of the City Charter, Ordinance No. 2010-33 was introduced before the City Council on August 24, 2010.

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

John McDonald, Mayor Pro Tem
Taylor City Council

ATTEST:

Susan Brock, City Clerk



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

Agenda Item #: 10
Agenda Title: Consider approving Contributions to Civic Programs included in Ordinance 2010-33 for the 2010-11 Annual Budget.

Council Action to be taken: Approve, deny or table

Initiating Department: City Management

Staff Contact: Jim D. Dunaway, City Manager
Rosemarie Dennis, Director of Finance

1. INTRODUCTION/PURPOSE

This item is being removed from the discussion and vote on Ordinance 2010-33, so that Council Member Hill may participate in the vote on the Budget Ordinance. He will recuse himself from any action on this item since he is employed by CARTS which receives funding from the City under this program.

2. DESCRIPTION/ JUSTIFICATION

3. FINANCIAL/BUDGET

Amount requested: \$80,762 Fund/Account No.: 100-500-813

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

6. REFERENCE FILES

- 10a. [Contributions](#) to Civic Programs Budget
10b. [Affidavit for Don Hill](#) to recuse himself from this discussion and vote

Contribution to Civic Programs

Fund: General 100

Dept: City Council 500-813

		05/06	05/06	06/07	06/07	07/08	08/09	Revised			Revised
		Approved	Amend	Approved	Amended/Sept			08/09	09/10	10/11	10/11
813	Contributions to Civic Programs										
1	Williamson County and Cities Health Dist	\$ 24,575	\$24,575	\$ 29,389	\$ 29,389	\$27,025	\$ 27,580	\$ 27,580	\$ 28,359	\$ 28,962	\$ 28,962
2	Capitol Areas Rural Transit System(CARTS)	8,000	8,000	8,000	8,000	8,000	9,000	9,000	\$ 9,000	\$ 9,000	\$ 9,000
3	Literacy Council Williamson County	4,500	4,500	4,500	4,500	5,000	5,000	5,000	\$ 5,000	\$ 5,000	\$ 5,000
4	Literacy Council Williamson County (Moving Up Budget)						5,000	5,000	0	0	0
5	Wm./Burnet Counties Opportunities Program	5,000	5,000	5,000	5,000	5,000	5,000	5,000	\$ 5,000	\$ 7,000	\$ 7,000
6	Wm. County Activity Center	3,000	3,000	3,000	3,000	5,000	0	0	0	0	0
7	Combined Community Action	1,500	1,500	1,500	1,500	1,500	1,500	1,500	\$ 1,500	\$ 1,500	\$ 1,500
8	County Hazardous Waste Collection Day	0	0	0	0	0	0	0	0	0	0
9	Williamson Childrens' Advocacy Center	10,000	10,000	10,000	10,000	12,500	12,500	12,500	\$ 15,000	\$ 15,000	\$ 15,000
10	Taylor C-net	15,000	3,000	3,000	15,000	15,000	5,000	5,000	\$ 15,000	\$ 15,000	0
11	Temple College(5yrs)	5,000	5,000	5,000	5,000	5,000	0	0	0	0	0
12	CAMPO Work Program			2,000	2,000	1,000	1,000	1,000	\$ 2,000	\$ 1,300	\$ 1,300
13	Hope Alliance (Wm. Co. Crisis Center)					7,000	7,000	7,000	\$ 7,500	\$ 10,000	\$ 10,000
14	BlackLand Lights					1,000	0	0	0	0	0
15	TCAT Foundation (EWHEC)						\$ 100,000	\$ 125,000	\$ 125,000	0	0
16	United Seniors of Taylor						\$ -	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000
17	Mission of Mercy								\$ 2,000	0	0
Total Contributions		\$ 76,575	\$64,575	\$ 71,389	\$ 83,389	\$93,025	\$ 178,580	\$ 206,580	\$ 218,359	\$ 95,762	\$ 80,762

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

CITY OF TAYLOR

AFFIDAVIT

BEFORE ME, the undersigned authority, on this day personally appeared the undersigned Affiant who, after being by me first duly sworn, deposes and says on oath as follows, to wit:

1. Affiant is a resident of the City of Taylor, Williamson County, Texas, over the age of 21 years and is fully capable of making this Affidavit;
2. Affiant is a duly elected, qualified, and serving member of the Taylor City Council.
3. This Affidavit is intended to comply with Section 171.001 et seq of the Local Government code regulating conflicts of interest of certain governmental officials.
4. The possible conflict of interest is as follows:

Council Member an employee of CARTS which receives contributions from the City of Taylor.

WITNESS MY HAND, this the ____ day of _____, 2010.

Donald R. Hill

SUBSCRIBED AND SWORN to before me, this the ____ day of September, 2010.

Susan L. Brock
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS



City Council Meeting September 9, 2010 Agenda Item Transmittal

Agenda Item #: 11

Agenda Title: Consider adopting Ordinance 2010-34 fixing and levying ad valorem tax rate for tax year 2010-2011 and take a record vote.

Council Action to be taken:

a) **Motion to adopt must include the following wording:** “I move to adopt Ordinance 2010-34 and that the property taxes be set at the adoption of a tax rate of \$0.813893”.

b) **Call for a Record Vote**

Initiating Department: City Management

Staff Contact: Jim D. Dunaway, City Manager
Rosemarie Dennis, Finance Director

1. INTRODUCTION/PURPOSE

According to Chapter 26, Sect. 26.05 of the Texas Property Tax Code “...the annual tax rate must be set by ordinance, resolution, or order...The vote on the ordinance, resolution or order setting the tax rate must be separate from the vote adopting the budget.”

2. DESCRIPTION /JUSTIFICATION

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

This Ordinance was introduced on August 24th and must be adopted at this meeting.

5. RECOMMENDATION

a) **Motion to adopt must include the following wording:**

I move that we adopt Ordinance No. 2010-34 and that property taxes be set at by the adoption of a tax rate of \$0.813893.

b) **Call for a Record Vote**

6. REFERENCE FILES

11a. [Ordinance 2010-34](#)

11b. [Tax Rate History](#)

ORDINANCE NO. 2010-34

AN ORDINANCE LEVYING TAXES FOR THE MAINTENANCE AND OPERATION OF THE MUNICIPAL GOVERNMENT OF THE CITY OF TAYLOR, TEXAS, AND PROVIDING FOR THE INTEREST AND SINKING FUND FOR THE FISCAL YEAR 2010/11.

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

SECTION 1. That there is hereby levied and there shall be collected for the maintenance and operation of the municipal government of the City of Taylor, Texas for the fiscal year 2010/11 upon all property, real, personal and mixed, within the corporate limits of said City subject to taxation, a tax of \$0.589826 cents on each One Hundred Dollars (\$100.00) valuation of property.

SECTION 2. That there is hereby levied and there shall be collected for the City of Taylor, Texas, to provide for Interest and Sinking Funds for the fiscal year 2010/11 upon all property, real, personal and mixed, within the corporate limits of said City subject to taxation, a tax of \$0.224067 cents on each One Hundred Dollars (\$100.00) valuation of property.

SUMMARY

Maintenance and operation of the Municipal Government	\$0.589826
Interest and Sinking	\$0.224067
Total Tax per \$100.00 of valuation	\$0.813893

SECTION 3. All monies collected under this ordinance for the specific items herein named, be and the same are hereby appropriated and set apart for the specific purpose indicated in each item and that the Assessor and Collector of Taxes, and the City Finance Director shall keep these accounts so as to readily and distinctly show the amount collected, the amounts expended and the amount on hand at any time, belonging to such funds. All receipts for the City not specifically apportioned by this ordinance are hereby made payable to the General Fund of the City.

SECTION 4. The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this ordinance was adopted was posted and that such meeting was open to the public as required by law at all times during which this ordinance and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended, and the Act.

SECTION 5. A delinquent tax accrues interest at a rate of one percent (1%) for each month or portion of a month the tax remains unpaid.

SECTION 6. That all ordinances and parts of ordinances in conflict herewith are hereby repealed.

SECTION 7. In accordance with Article VIII, of the City Charter, Ordinance No. 2010-34 was introduced before the City Council on August 24, 2010.

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

John McDonald, Mayor Pro Tem
Taylor City Council

ATTEST:

Susan L. Brock, City Clerk

Tax Rate Comparison

(10 years)

Tax Year	O&M Rate	Debt Rate	Total Rate	
2001-02	0.589550	0.124970	0.714520	
2002-03	0.589550	0.159212	0.748762	
2003-04	0.559800	0.170200	0.730000	
2004-05	0.569800	0.174020	0.743820	
2005-06	0.569800	0.216700	0.786500	
2006-07	0.596530	0.198470	0.795000	
2007-08	0.604460	0.185537	0.789997	
2008-09	0.596272	0.193728	0.790000	
2009-10	0.577962	0.212038	0.790000	
***** 2010-11	0.589826	0.224067	0.813893	Effective Tax Rate



City Council Meeting September 9, 2010 Agenda Item Transmittal

Agenda Item #: 12

Agenda Title: Consider introducing Ordinance 2010-40 Budget Amendment to amend the FY2009/2010 Budget.

Council Action to be taken: Introduce Ordinance 2010-40 which Amends FY2009/2010 Budget

Initiating Department: Finance Department

Staff Contact: Rosemarie Dennis
Finance Director

1. INTRODUCTION/PURPOSE

The purpose of this agenda item is to introduce Ordinance 2010-40 which amends the FY2009/2010 budget.

2. DESCRIPTION/JUSTIFICATION

The purpose of a Budget Amendment is to amend the current Fiscal Year Budget based on changes or events that have occurred in months between October 1, 2009 through August 2010 that require either funding beyond what was appropriated at the beginning of the fiscal year or a modifications from the original amounts. A good portion of the changes in the major operating funds with appropriations are due to the shortfalls in revenues, which resulted in cuts made to expenditures.

To assist you in reviewing these particular documents, a summary of the contents of each are provided below in the order that each section appears in the packet.

- ❖ **Exhibit A** – This attachment is part of the ordinance and specifies the items that are recommended to be amended by category of line item. The need for the changes in the operating funds was mainly due to shortfalls in revenue that resulted in budget constraints being placed on expenditures. This document describes the purpose of needing to change a particular line item within the category and/or line item.
- ❖ **Ordinance No. 2010-40** – This is the official document that formalizes adoption of the changes contained in Exhibit A Budget Amendment.

While a considerable amount of work goes into formulating the budget each year, there are several things that may occur that require changes to the budget. One of the foremost changes in

this year's budget is the shortfall in revenues. Because of this, revenues are adjusted and budget cuts in budgeted expenditures had to be made to prevent from taking any additional funds from fund balance in this fiscal year in the General Fund. In May/June time frame, it was management's decision to minimize spending with staff being advised to suspend any purchases with the exception of immediate needs to operate and the monthly recurring expenditures.

Comments on each of the Funds

General Fund - The net adjustments to General Fund Revenue total a decrease of \$271,924. This decrease is attributed basically to revenue shortfalls in areas of taxes, permits and licenses, municipal fines, assessments, interest earnings and sale of fixed assets. Due to this shortfall in revenues, expenditures had to be reduced to keep from taking any more funds from fund balance.

On the expenditure side, the budget had to be decreased by a total of \$271,924 in appropriations. Employee salaries and benefits consist of 64.8% of the budget expenditures. This is a huge portion of the \$10,804,892 proposed amended budget. As seen in Exhibit A, there are departments in which expenditures have decreased due to budget cuts. Other department show an increase in their budget. A summary brief explanation for the increases are reflected in Exhibit A.

The General Fund remains with a deficit of \$429,945; expenditures over revenues did not change in this budget amendment.

Special Revenue Funds - The Main Street Revenue Fund, Municipal Court Special Fee Fund and Library Donation/Grant Fund are in need of amending.

Main Street Revenue Fund- Additional revenue has been received from fund raising activities and there is a need to increase expenditures in the 200 category for programs and special events which are related to the lighting of Downtown during Christmas and the Zest Festival.

Municipal Court Special Fee Fund- In the original adopted budget, the plans were to purchase ticket writer devices and software, staff was given a quote; however, this quote did not include all the cost for this feature. Funds were re-directed and adjusted in other line items; additional training of the municipal clerks was greatly needed with the City's current software INCODE. Also, an additional computer was purchased to assist the Court Administrator while conducting court.

Library Grant/Donation Fund- A grant from Lone Star Libraries and Texas Commission of Art has been received to purchase books, training and equipment. It is very difficult put together a budget, since all of the proceeds are from grants and donations. We as staff never know in time whether the city has or has not been awarded with funding to accurately come up with a budget. So, for the most part assumptions are made when putting this budget together. Most of the grants are expected to be expended within a time period.

Proprietary Funds:

Utility Fund- Shortfalls in revenue in the area of water and sewer sales, assessments and interest income is projected in this fund. Anticipated shortfall reflects a decrease in revenues of \$268,754 or 4.1%. We started the new fiscal year with rains during October through April which had an impact on revenue. This fund is adversely affected by the weather; the city over the past several years has bounced back during the summer months in revenues. Due to the projected shortfall in revenues expenditures were cut by this same amount to reflect a zero base budget.

Airport Fund – Adjustment are mainly due the re-evaluating revenues and expenditures. Due to the decrease in the cost of fuel, a re-estimate on revenues and expenditures had to be adjusted.

Cemetery Operating Fund – Adjustment are mainly due the re-evaluating revenues and expenditures. Revenues are projected in lower than the adopted budget and expenditures were reduced in two categories. Operational supplies and other contract services are projected under the adopted budget.

Internal Service Funds:

Fleet Services Operating Fund – This fund also was re-evaluated due to the decrease in cost of fuel, repairs and maintenance. A number of repairs are being done in house which is a savings to the City.

Fleet Replacement Fund – This fund is being amended to reflect that no vehicles will be purchased during this fiscal year. Also, a decrease in contribution made by the police department is also reflected. At a March 4th City Council Meeting, Chief Straub presented an overview of the current status of our community access Channel 10 with Time Warner and the possible alternatives to gaining more control over its content while expanding its capabilities. Using RushWorks Multizone software, available services would include the current bulletin board format, the potential for video programming, video streaming, slide shows, as well as video on demand. Plans to partner with other community entities including the school district and the TEDC would allow expanded opportunities for citizen communication on a higher level than we currently have. Chief Straub recommends using funds previously allocated to the police department for new vehicle computer equipment to purchase the RushWork software and maintenance for the first year which City Council approved. After careful review of the condition and status of the City's current police vehicles, a management decision was made not to replace police vehicles at this time.

Civil Service Fund – This fund was budgeted with a transfer of totaling \$10,000 from the Police and Fire Department. This was to offset the cost of legislatively mandated payouts to the employee for their accrued sick leave when leaving employment with the City. To reduce expenditure this was reduced to \$6,271. However, the expenditure side is not budgeted due to the unknown, but is brought back to Council during the amendment process to adjust for sick leave that has been established.

2. FINANCIAL/BUDGET

The impact of this budget amendment on the various funds is as follows:

Fund	Revenues		Expenditures		Net Profit/ (Loss)	
	Adopted Budget	Amendment #1	Adopted Budget	Amendment #1	Adopted Budget	Amendment #1
General Fund	\$ 10,646,871	\$10,374,947	\$11,076,816	\$10,804,892	\$ (429,945)	\$ (429,945)
Special Revenue:						
Main Street	\$ 13,000	\$ 23,178	\$ 18,500	\$ 32,310	\$ (5,500)	\$ (9,132)
Muni. Court Spec Fee	\$ 17,500	\$ 15,700	\$ 17,700	\$ 13,689	\$ (,200)	\$ 2,011
Library Grant/Donation	\$ 8,185	\$ 17,103	\$ 8,185	\$ 16,378	\$ -	\$ 725
Proprietary Funds:						
Utility Fund	\$ 6,544,666	\$ 6,275,912	\$ 6,544,666	\$ 6,275,912	\$ -	\$ -
Airport Fund	\$ 456,670	\$ 429,162	\$ 441,628	\$ 423,488	\$ 15,042	\$ 5,674
Cemetery Fund	\$ 155,100	\$ 146,730	\$ 157,203	\$ 151,272	\$ (2,103)	\$ (4,542)
Internal Service Fund:						
Fleet Service Op.	\$ 620,740	\$ 598,561	\$ 620,740	\$ 609,994	\$ -	\$ (11,433)
Fleet Replacement Fd.	\$ 46,225	\$ 13,669	\$ 246,770	\$ 146,770	\$ (200,545)	\$ (133,101)
Civil Service Fund	\$ 10,000	\$ 6,271	\$ -	\$ 6,926	\$ 10,000	\$ (655)

3. RECOMMENDATION

Declare Ordinance 2010-40 introduced.

4. REFERENCE FILES

12a [Exhibit A](#)

12b [Budget Amendment Ordinance](#) 2010-40

Exhibit A**100 General Fund
Revenue****310 Taxes:****110 Current Property Taxes**

111 Current Property Taxes	\$ 4,262,798	\$ 4,154,140	\$ (108,658)
112 Delinquent Taxes	60,000	133,000	73,000
113 Prop.Tax-Penalty/Int.	60,000	75,000	15,000
Subtotal 110	\$ 4,382,798	\$ 4,362,140	\$ (20,658)

120 Sales and Use Tax

121 City Sales Tax	\$ 2,369,000	\$ 2,224,593	\$ (144,407)
Subtotal 120	\$ 2,369,000	\$ 2,224,593	\$ (144,407)

130 Franchise Tax

131 Telephone	\$ 65,000	\$ 65,000	\$ -
132 Gas	143,500	108,822	(34,678)
133 Mixed Beverage Drinks	1,600	2,280	680
134 Electric	480,000	451,120	(28,880)
135 Cable	121,900	124,849	2,949
136 Solid Waste Collection	130,000	145,000	15,000
Subtotal 130	\$ 942,000	\$ 897,071	\$ (44,929)

140 Other Taxes

141 Occ. Tax/Skill Games	360	345	(15)
142 Occ. Tax/Mfg Homes	250	55	(195)
Subtotal 140	\$ 610	\$ 400	\$ (210)

310 TAXES Total

	\$ 7,694,408	\$ 7,484,204	\$ (210,204)
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320 Permits and Licenses**150 Development Permits**

151 Plat/Zoning Fees	\$ 12,000	\$ 5,440	\$ (6,560)
152 Building Permit Fees	50,000	35,000	(15,000)
153 Elec. Permits/Licenses	25,000	15,010	(9,990)
154 Plumbing Permit Fees	25,000	15,000	(10,000)
155 Gas Permit Fee	2,800	4,000	1,200
156 Mechanical Permit Fee	30,000	15,000	(15,000)
Subtotal 150	\$ 144,800	\$ 89,450	\$ (55,350)

160 Business and Other Licenses

162 Beer/Liquor Licenses	\$ 3,000	\$ 6,000	\$ 3,000
163 Dog Tags/Pound Fees	7,200	4,000	(3,200)
164 Misc. Business Lic./ Permits	10,000	12,500	2,500
Subtotal 160	\$ 20,200	\$ 22,500	\$ 2,300

320 Permits/Licenses Total

	\$ 165,000	\$ 111,950	\$ (53,050)
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330 Intergovernmental Revenue**210 Federal Grants**

218 USDA RC&D Grant	\$ 2,000	\$ 3,000	\$ 1,000
219 Other Federal Grants	10,575	10,575	-
Subtotal 210	\$ 12,575	\$ 13,575	\$ 1,000

220 State Grants

221 Officer Standard Grant	\$ 2,500	\$ 2,407	\$ (93)
229 Other State Grants	\$ -	\$ 4,000	\$ 4,000
Subtotal 220	\$ 2,500	\$ 6,407	\$ 3,907

Exhibit A

	Adopted	Amendment #1 Sept.		Difference Add/(subtract)
<u>230 Local Grants, Contributions, Reimbursements</u>				
232 Capital Area Planning (CAPCO)	\$ -	\$ 750		\$ 750
235 TISD (Cop Reimbur.)	37,500	37,583		83
238 Local Reimbursement	-	9,986		9,986
Subtotal 230	\$ 37,500	\$ 48,319		\$ 10,819
<u>240 In-Lieu-Taxes</u>				
241 H A(PILOT)	\$ 8,000	-		\$ (8,000)
330 Intergov. Rev. - Total	\$ 60,575	\$ 68,301		\$ 7,726
<u>340 Charges for Services</u>				
<u>250 Public Works</u>				
251 Trash Collection	\$ 1,115,000	\$ 1,196,500		\$ 81,500
258 Dog Pound Fees	10,000	10,000		-
Subtotal 250	\$ 1,125,000	\$ 1,206,500		\$ 81,500
<u>260 Rec</u>				
261 Pool Admission	\$ 38,000	\$ 31,000		\$ (7,000)
264 Pavillion/Aud. Rental	5,500	6,100		600
265 Library Services	8,000	9,500		1,500
266 Plan Review Fees	2,000	1,500		(500)
267 Engineering Inspect. Fees	30,000	5,600		(24,400)
268 Library Meeting Rm. Rent	1,000	1,000		-
269 TRPSC Fees	5,000	35,000		30,000
270 League Fees	-	5,000		5,000
289 Credit Card Processing Fees	4,000	3,500		(500)
Subtotal 260	\$ 93,500	\$ 98,200		\$ 4,700
<u>340 Charges for Services</u>				
<u>290 Public Safety</u>				
291 Fire Inspection Fees	\$ 4,500	\$ 5,000		\$ 500
292 First Responder EMS Fees	9,000	10,500		1,500
293 Lien Fees	700	200		(500)
295 Police Services	30,000	30,000		-
Subtotal 290	\$ 44,200	\$ 45,700		\$ 1,500
340 Charges for Serv. Total	\$ 1,262,700	\$ 1,350,400		\$ 87,700
<u>410 Fines and Forfeitures</u>				
<u>310 Fines & Forfeitures</u>				
306 Court Administration Fee	\$ 40,000	\$ 40,000		\$ -
307 Def. Driving App. Fee	6,000	5,000		(1,000)
308 Dismissal Fee	2,500	4,500		2,000
309 Judicial Fee-City	1,500	1,500		-
310 Omnibase Local Fee	1,000	1,200		200
311 Municipal Court	200,000	180,000		(20,000)
312 Child Safety Fees	10,000	7,000		(3,000)
313 Traffic Court Fees	6,000	6,000		-
314 Warrant Fees	20,000	20,000		-
315 Notice/Arrest Fees	14,000	12,000		(2,000)
317 Court Time Pay Fee	14,000	11,000		(3,000)
318 Library Fines	7,500	7,500		-
319 Other Fines/Forfeitures	-	538		538
Subtotal 310	\$ 322,500	\$ 296,238		\$ (26,262)
410 Fines/forfeitures Total	\$ 322,500	\$ 296,238		\$ (26,262)

Exhibit A

	Adopted	Amendment #1 Sept.		Difference Add/(subtract)
420 Assessments				
320 Assessments				
325 Paving Lien Deposits	\$ -	\$ 123		\$ 123
326 Other Special Assess.	-	\$ 3,400		\$ 3,400
327 Lot Clean up Assess.	15,000	5,000		(10,000)
329 Payment of Claims	2,000	-		(2,000)
Subtotal 320	\$ 17,000	\$ 8,523		\$ (8,477)
420 Assessments Total	\$ 17,000	\$ 8,523		\$ (8,477)
430 Use of Money and Property				
330 Interest income/ Rent				
331 Interest Income	\$ 100,000	\$ 48,895		\$ (51,105)
333 Rental Income (Lease)	900	16,000		15,100
334 Collections/Gen. Rev.	60,000	25,000		(35,000)
335 Reimburse./Repayments	45,000	78,000		33,000
337 Unrealized Gain/Loss Invest	-	(19,216)		(19,216)
Subtotal 330	\$ 205,900	\$ 148,679		\$ (57,221)
430 Use of Money/Prop. Tot.	\$ 205,900	\$ 148,679		\$ (57,221)
440 Donations Private				
340 Public Safety Donations				
349 Other Public Safety Donation	\$ 13,000	\$ 5,000		\$ (8,000)
353 Donations Park	-	1,204		1,204
Subtotal 340	\$ 13,000	\$ 6,204		\$ (6,796)
350 Other Donations				
359 Misc. Donations	-	2,660		2,660
Subtotal 350	\$ -	\$ 2,660		\$ 2,660
440 Donations Total	\$ 13,000	\$ 8,864		\$ (4,136)
450 Interfund Transfers In				
Transfers In				
371 Transfer from Utility Fund	825,788	825,788		-
372 Transfer from Airport Fund	30,000	30,000		-
373 Transfer from Cemetery Fund	40,000	40,000		-
Subtotal	895,788	895,788		-
450 Interfund Transf. Tot.	\$ 895,788	\$ 895,788		\$ -
460 Proceeds From Sale of Fixed Assets				
Proceeds from Sale of Assets				
374 Sale of Surplus Equip.	10,000	2,000		(8,000)
460 Fixed Asset -Total	\$ 10,000	\$ 2,000		\$ (8,000)
Total Revenues	\$ 10,646,871	\$ 10,374,947		\$ (271,924)

Exhibit A

Adopted	Amendment #1 Sept.		Difference Add/(subtract)
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General Fund Expenditures

City Mgmt/ Legal Services

Code Expenditure Category

100	Employee Services	\$ 251,824	\$ 237,910	(13,914)
200	Operational Supplies	18,775	34,017	15,242
300	Facilities Oper./Maint.	2,360	2000	(360)
400	Equipt. Oper./Maint.	300	300	-
500	Contract Services/Fees	136,850	187,730	50,880
800	Contrib. & Contingency	218,359	108,359	(110,000)

Departmental Total

\$ 628,468	\$ 570,316		\$ (58,152)
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Human Resources

Code Expenditure Category

100	Employee Services	180,136	179,460	(676)
200	Operational Supplies	11,737	11,214	(523)
300	Facilities Oper./Maint.	200	100	(100)
400	Equipt. Oper./Maint.	300	300	-
500	Contract Services/Fees	40,120	29,412	(10,708)

Departmental Total

\$ 232,493	\$ 220,486		\$ (12,007)
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Dept of Finance

Financial Services Div.

Code Expenditure Category

100	Employee Services	\$ 268,727	\$ 271,057	2,330
200	Operational Supplies	12,500	11,400	(1,100)
300	Facilities Oper./Maint.	100	70	(30)
400	Equipt. Oper./Maint.	765	270	(495)
500	Contract Services/Fees	122,616	120,524	(2,092)
800	Contributions and Claims	25,000	11,152	(13,848)

Total

\$ 429,708	\$ 414,473		\$ (15,235)
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Municipal Court

Code Expenditure Category

100	Employee Services	\$ 171,342	\$ 171,976	634
200	Operational Supplies	6,365	6,842	477
300	Facilities Oper./Maint.	4,800	6,130	1,330
400	Equipt. Oper./Maint.	760	740	(20)
500	Contract Services/Fees	31,270	32,450	1,180

Total

\$ 214,537	\$ 218,138		\$ 3,601
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Departmental Total

\$ 644,245	\$ 632,611		\$ (11,634)
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Community Development:

Planning/Inspection

Code Expenditure Category

100	Employee Services	\$ 377,110	\$ 372,713	(4,397)
200	Operational Supplies	4,575	9,577	5,002
300	Facilities Oper./Maint.	1,620	1,620	-
400	Equipt. Oper./Maint.	6,497	6,462	(35)
500	Contract Services/Fees	46,300	51,687	5,387

Total

\$ 436,102	\$ 442,059		\$ 5,957
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200 Increase due additional administrative paper work comes with the annexation processes

500 Increase due to demolition of 214 homes.

Exhibit A

Adopted	Amendment #1 Sept.		Difference Add/(subtract)
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Moody Museum**Code Expenditure Category**

100	Employee Services	\$ 1,000	\$ 890	(110)
200	Operational Supplies	\$ 1,080	\$ 1,360	280
300	Facilities Oper./Maint.	5,760	5,760	-
500	Contract Services/Fees	1,250	1,000	(250)
Total		\$ 9,090	\$ 9,010	\$ (80)

Recreation**Code Expenditure Category**

100	Employee Services	\$ 19,734	\$ 19,784	50
200	Operational Supplies	1,680	1,630	(50)
300	Facilities Oper./Maint.	15	15	-
500	Contract Services/Fees	73,750	73,750	-
Total		\$ 95,179	\$ 95,179	\$ -

Departmental Total

\$ 540,371	\$ 546,248		\$ 5,877
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Main Street Program**Code Expenditure Category**

100	Employee Services	\$ 72,107	\$ 109,400	37,293
200	Operational Supplies	2,450	1,932	(518)
300	Facilities Oper./Maint.	50	100	50
400	Equipt. Oper./Maint.	200	270	70
500	Contract Services/Fees	1,470	1,105	(365)
700	Capital Outlay			-
Total		\$ 76,277	\$ 112,807	\$ 36,530

100 The activation of a Main Street Coordinator to assist the Main Street Manager/Public Information Officer with the functions in the Main Program. This was an authorized position; however, it was not funded when the FY2009-10 was adopted.

Public Library**Code Expenditure Category**

100	Employee Services	\$ 326,591	\$ 309,605	(16,986)
200	Operational Supplies	16,343	16,099	(244)
300	Facilities Oper./Maint.	50,900	49,900	(1,000)
400	Equipt. Oper./Maint.	600	1,200	600
500	Contract Services/Fees	10,425	10,230	(195)
700	Capital Outlay	45,000	44,764	(236)
Total		\$ 449,859	\$ 431,798	\$ (18,061)

Fire Services**Suppression -EMS****Code Expenditure Category**

100	Employee Services	\$ 1,538,038	\$ 1,538,544	506
200	Operational Supplies	46,365	47,860	1,495
300	Facilities Oper./Maint.	48,120	46,720	(1,400)
400	Equipt. Oper./Maint.	105,345	105,345	-
500	Contract Services/Fees	10,310	7,720	(2,590)
700	Capital Outlay	5,000	1,271	(3,729)
800	Civil Service Transfer			-
Total		\$ 1,753,178	\$ 1,747,460	\$ (5,718)

Exhibit A

Adopted	Amendment #1 Sept.		Difference Add/(subtract)
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Police Services

<u>Code</u>	<u>Expenditure Category</u>			
100	Employee Services	\$ 2,308,144	\$ 2,276,323	(31,821)
200	Operational Supplies	37,895	54,367	16,472
300	Facilities Oper./Maint.	58,080	59,418	1,338
400	Equipt. Oper./Maint.	206,735	170,813	(35,922)
500	Contract Services/Fees	30,584	35,519	4,935
700	Capital Outlay	10,575	-	(10,575)
800	Civil Service Transfer	5,000	5,000	-
Total		\$ 2,657,013	\$ 2,601,440	\$ (55,573)

Animal Control

<u>Code</u>	<u>Expenditure Category</u>			
100	Employee Services	\$ 66,445	\$ 66,961	\$ 516
200	Operational Supplies	4,400	5,715	\$ 1,315
300	Facilities Oper./Maint.	5,315	6,015	\$ 700
400	Equipt. Oper./Maint.	12,394	12,394	\$ -
500	Contract Services/Fees	1,000	5,458	\$ 4,458
Total		\$ 89,554	\$ 96,543	\$ 6,989

All cat. Increases additional temp. help along with the need in pet food, cleaning supplies, animal devices and an increase in veterinary services.

Departmental Total

\$ 2,746,567	\$ 2,697,983		\$ (48,584)
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Public Works**Administration**

<u>Code</u>	<u>Expenditure Category</u>			
100	Employee Services	\$ 142,315	\$ 147,795	\$ 5,480
200	Operational Supplies	250	515	\$ 265
300	Facilities Oper./Maint.	580	870	\$ 290
400	Equipt. Oper./Maint.	2,275	2,275	-
Total		\$ 145,420	\$ 151,455	\$ 6,035

100 Administrative Assistant was assigned other duties such as assisting with Main Street Events.

Street Maintenance

<u>Code</u>	<u>Expenditure Category</u>			
100	Employee Services	\$ 483,485	\$ 382,787	\$ (100,698)
200	Operational Supplies	92,996	54,823	(38,173)
300	Facilities Oper./Maint.	115,884	113,174	(2,710)
400	Equipt. Oper./Maint.	94,646	94,646	-
500	Contract Services/Fees	1,106,989	1,192,939	85,950
Total		\$ 1,894,000	\$ 1,838,369	\$ (55,631)

Parks Maintenance

<u>Code</u>	<u>Expenditure Category</u>			
100	Employee Services	\$ 674,123	\$ 585,029	\$ (89,094)
200	Operational Supplies	53,050	75,887	\$ 22,837
300	Facilities Oper./Maint.	137,048	136,813	\$ (235)
400	Equipt. Oper./Maint.	79,529	80,164	\$ 635
500	Contract Services/Fees	84,360	82,775	\$ (1,585)
Total		\$ 1,028,110	\$ 960,668	\$ (67,442)

Engineering & Inspection Division

<u>Code</u>	<u>Expenditure Category</u>			
100	Employee Services	\$ 142,851	\$ 145,748	\$ 2,897
200	Operational Supplies	2,600	2,300	\$ (300)
300	Facilities Oper./Maint.	960	960	-
400	Equipt. Oper./Maint.	4,098	4,098	-
500	Contract Services/Fees	35,000	90,000	55,000
Total		\$ 185,509	\$ 243,106	\$ 57,597

500 The attributing factor for this category coming in over the original budgeted amount is related to the expenditures for the Municipal Drainage Utility System (engineering cost).

Departmental Total

\$ 3,253,039	\$ 3,193,598		\$ (59,441)
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Exhibit A

Adopted	Amendment #1 Sept.		Difference Add/(subtract)
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GENERAL SERVICES DIVISION**Building Maintenance**

<u>Code</u>	<u>Expenditure Category</u>						
100	Employee Services	\$	164,196	\$	143,684	\$	(20,512)
200	Operational Supplies		15,585		15,620	\$	35
300	Facilities Oper./Maint.		116,888		139,411	\$	22,523
400	Equipt. Oper./Maint.		6,598		6,398	\$	(200)
500	Contract Services/Fees		9,650		9,650		-
Total		\$	312,917	\$	314,763		\$ 1,846

Had salary savings during the transition from the privation of the janitorial service to doing this service inhouse. With this savings, it offset most of the increase in Facilities Maintenance category for repairs and maintenance to municipal buildings.

Information Tech Division

<u>Code</u>	<u>Expenditure Category</u>						
100	Employee Services	\$	50,706	\$	51,886	\$	1,180
200	Operational Supplies		300		300		-
300	Facilities Oper./Maint.		440		440		-
500	Contract Services/Fees	\$	23,056	\$	36,052	\$	12,996
Total		\$	74,502	\$	88,678		\$ 14,176

500 increase due to 11 issues that has come up during the fiscal year. Also City Council approved the expenditures for Time Warner Channel 10.

Departmental Total

\$	387,419	\$	403,441		\$	16,022
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Non-departmental

<u>Code</u>	<u>Expenditure Category</u>						
500	Contract Services/Fees	\$	96,000	\$	73,778	\$	(22,222)
600	Bad Debt		5,000		6,000		1,000
800	Contributions & Contingencies		201,500		105,966		(95,534)
900	Debt Service		62,400		62,400		-
Departmental Total		\$	364,900	\$	248,144		\$ (116,756)

Total General Fund

\$	11,076,816	\$	10,804,892		\$	(271,924)
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Exhibit A

Adopted	Amendment #1 Sept.		Difference Add/(subtract)
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SPECIAL REVENUE FUNDS

119 Tax Increment Fund

No Changes Needed

120 Hotel Motel Tax Fund

No Changes Needed

121 Texas Capital Fund

No Changes Needed

123 Main Street Revenue Fund**REVENUE**

Adopted	Amendment 1 Sept.		Difference Add/(subtract)
Code Revenue Category			
440 Donations from Private Source			
355 Hertiage Sq. Christmas Lights	-	6,294	6,294
357 Sales & Other Fund Raisers	\$ 4,000	3,730	(270)
358 Taylor Zest Festival	9,000	\$ 13,154	\$ 4,154
Total Revenues	\$ 13,000	\$ 23,178	\$ 10,178

EXPENDITURES**Code Expenditure Category**

100 Employee Services	\$ 500	1,205	705
200 Operational Supplies	8,000	25,655	17,655
800 Contributions/Contingency	10,000	\$ 5,450	(4,550)
Total	\$ 18,500	\$ 32,310	\$ 13,810
Revenue less Expenditures	\$ (5,500)	\$ (9,132)	\$ (3,632)

124 Cemetery Land Purchase Fund

No Changes Needed

125 Municipal Court Special Fee Fund**REVENUE**

Adopted	Amendment 1 Sept.		Difference Add/(subtract)
Code Revenue Category			
410 Fines Forfeitures			
412 Building Security Fee	\$ 7,500	\$ 6,700	\$ (800)
413 Technology Fees	10,000	9,000	(1,000)
Subtotal 110	\$ 17,500	\$ 15,700	\$ (1,800)
Total Revenues	\$ 17,500	\$ 15,700	\$ (1,800)

EXPENDITURES**Municipal Court Bldg. Security****Code Expenditure Category**

700 Capital Outlay	5,000	3,104	(1,896)
Total	\$ 5,000	\$ 3,104	\$ (1,896)

700 Security Cameras came in at a lower cost than originally quote during the last years budget process.

Technology

200 Operational Equipment	\$ 1,200	\$ 3,286	2,086
500 Contract Services/Fees	\$ 2,700	\$ 7,299	4,599
700 Capital Outlay	8,800	-	(8,800)
Total	\$ 12,700	\$ 10,585	\$ (2,115)

200 One computer replace that needed to be updated and an additional computer to be placed in the courtroom.

500 An evaluation of Municipal Court Process was done and training was needed.

700 Did not have enough funds budgeted to purchase the ticket writer program...a computer and training was much needed.

Total Expenditures

\$ 17,700	\$ 13,689	\$ (4,011)
\$ (200)	\$ 2,011	\$ (2,211)

Revenue less Expenditures

Exhibit A**129 Library Grant/Donation Fund**

Adopted	Amendment #1 Sept.		Difference Add/(subtract)
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REVENUE**Code Revenue Category****330 Intergovernmental Revenue**

229 Other State Grants

Subtotal 110

Adopted	Amendment 1 Sept.		Difference Add/(subtract)
\$ 8,000	\$ 16,528		\$ 8,528
\$ 8,000	\$ 16,528		\$ 8,528

430 Use of Money & Property

331 Interest Income

Subtotal 110

\$ 185	\$ 75		\$ (110)
\$ 185	\$ 75		\$ (110)

440 Donations from Private Source

359 Misc. Donations

Subtotal 110

\$ -	\$ 500		\$ 500
\$ -	\$ 500		\$ 500

Total Revenues

\$ 8,185	\$ 17,103		\$ 8,918
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229 Received grants from Texas Commission of Arts and Lone Star Libraries for the purchase of books, equipment and training.

359 Received donations from various persons.

EXPENDITURES**Code Expenditure Category**

200 Operational Supplies

500 Contract Services/Fees

700 Capital Outlay

Total

\$ 2,185	\$ 3,000		815
2,000	3,000		1,000
4,000	10,378		6,378
\$ 8,185	\$ 16,378		\$ 8,193

Revenue less Expenditures

\$ -	\$ 725		\$ 725
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DEBT SERVICE FUNDS**GenGovt CO's I&S Fund****No Changes Needed****Utility CO and Revenue Bond I&S Fund****No Changes Needed****Airport CO Bond I&S Fund****No Changes Needed**

Exhibit A

340 Utility Fund
Revenue

Adopted	Amendment #1 Sept.		Difference Add/(subtract)
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340 Charges for Services

270 Utility Service Charges

271 Water Service Charges	\$ 3,713,710	\$ 3,396,770	(316,940)
272 Reconnect Fees	105,000	55,000	(50,000)
273 Transfer Fees	2,000	4,700	2,700
274 Late Payment Penalties	145,000	145,000	-
275 Sewer Service Charges	2,226,756	2,160,142	(66,614)
276 Wholesale Water Chargers	200,000	330,000	130,000
279 Bulk Sewer Disposal Fee	9,500	9,500	-
280 Misc. Water Service Fee	13,700	65,000	51,300
289 Credit Card Processing Fee	10,000	15,300	5,300

340 Subtotal Charges for Serv.

\$ 6,425,666	\$ 6,181,412		\$ (244,254)
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420 Assessments

320 Utility and Other Assess.

\$ 7,000	\$ 6,000	(1,000)
4,000	3,000	(1,000)
6,000	6,500	500

420 Subtotal Assessments

\$ 17,000	\$ 15,500		\$ (1,500)
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430 Use of Money and Property

330 Interest

\$ 60,000	\$ 20,000	(40,000)
36,000	36,000	-
3,000	20,000	17,000

430 Subtotal Interest

\$ 99,000	\$ 76,000		\$ (23,000)
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460 Proceeds Disp. Fixed Assets

370 Miscellaneous Revenue

376 Bulk Water Sales	3,000	3,000	-
460 Proceeds Disp. Fixed Assets	\$ 3,000	\$ 3,000	\$ -

460 Proceeds Disp. Fixed Assets

Grand Total Utility Fund Revenue

\$ 6,544,666	\$ 6,275,912		\$ (268,754)
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Expenditures

701 Utility Administration

Adopted	Amendment 1 Sept.	Difference Add/(subtract)
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Code Expenditure Category

100	Employee Services	\$ 264,337	\$ 256,797	\$ (7,540)
200	Operational Supplies	1,301,514	1,303,558	2,044
300	Facilities Oper./Maint.	6,860	7,777	917
400	Equipt. Oper./Maint.	13,186	6,242	(6,944)
500	Contract Services/Fees	36,400	39,411	3,011

Departmental Total

\$ 1,622,297	\$ 1,613,785		\$ (8,512)
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Exhibit A**706 Wastewater Treatment Plant Operations and Maintenance****Code Expenditure Category**

Adopted	Amendment #1 Sept.		Difference Add/(subtract)
100 Employee Services	\$ 159,637	\$ 100,078	\$ (59,559)
200 Operational Supplies	45,047	38,111	(6,936)
300 Facilities Oper./Maint.	278,725	277,435	(1,290)
400 Equipt. Oper./Maint.	32,058	18,177	(13,881)
500 Contract Services/Fees	94,025	70,372	(23,653)
Total	\$ 609,492	\$ 504,173	\$ (105,319)

708 Utility Distribution/Collection System Maintenance**Code Expenditure Category**

100 Employee Services	\$ 908,038	\$ 779,733	\$ (128,305)
200 Operational Supplies	416,270	400,380	(15,890)
300 Facilities Oper./Maint.	22,890	23,100	210
400 Equipt. Oper./Maint.	178,366	148,430	(29,936)
500 Contract Services/Fees	63,892	87,700	23,808
Total	\$ 1,589,456	\$ 1,439,343	\$ (150,113)

709 Water/Sewer Fund - Nondepartmental**Code Expenditure Category**

500 Contract Services/Fees	\$ 60,000	\$ 60,000	\$ -
600 Bad Debt	\$ 30,000	\$ 50,000	20,000
800 Contrib. & Conting.	850,698	825,888	(24,810)
900 Debt Service	1,782,723	1,782,723	-
Total	\$ 2,723,421	\$ 2,718,611	\$ (4,810)

Departmental Total**Difference REVENUE - EXPENDITURES**

\$ 6,544,666	\$ 6,275,912		\$ (268,754)
\$ -	\$ -		\$ -

350 Airport Fund**Revenue**

Adopted	Amendment 1 Sept.		Difference Add/(subtract)
340 Charges for Services			
281 T- Hanger Rent	\$ 152,270	\$ 145,500	(6,770)
283 Ground Leases	2,200	1,562	(638)
284 Sale of AvGas	220,000	210,000	(10,000)
285 Sale of Jet A Fuel	81,200	70,000	(11,200)
374 Late Payment Fees	-	1,100	1,100
Subtotal Charges for Serv.	\$ 455,670	\$ 428,162	\$ (27,508)
440 Donations/Private Sources			
356 Sales & Other Fund Raiser	\$ 1,000	\$ 1,000	\$ -
Subtotal Use of Money & Property	1,000	1,000	-
Total Revenue	\$ 456,670	\$ 429,162	\$ (27,508)

Exhibit A

Expenditures

Airport Operations

Code Expenditure Category

Adopted	Amendment #1 Sept.		Difference Add/(subtract)
100 Employee Services	\$ 29,254	\$ 27,855	\$ (1,399)
200 Operational Supplies	2,030	2,274	244
300 Facilities Oper./Maint.	14,965	15,150	185
400 Equipt. Oper./Maint.	268,800	252,000	(16,800)
500 Contract Services/Fees	12,360	11,990	(370)
800 Contributions & Contingencies	30,000	30,000	-
900 Debt Service	84,219	84,219	-
Departmental Total	\$ 441,628	\$ 423,488	\$ (18,140)

Difference REVENUE - EXPENDITURES

\$ 15,042	\$ 5,674		(9,368)
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370 Cemetery Fund

Revenue

340 Charges for Services

Adopted	Amendment 1 Sept.		Difference Add/(subtract)
286 Grave Digging Services	\$ 77,000	\$ 77,000	\$ -
287 Gravesite Marking/Locating Fee	1,200	1,805	605
Subtotal Charges for Serv.	\$ 78,200	\$ 78,805	\$ 605

430 Use of Money and Property

331 Interest Earned	\$ 1,700	\$ 325	\$ (1,375)
334 Misc. Revenue	1,200	1,500	300
Subtotal Use of Money & Property	\$ 2,900	\$ 1,825	\$ (1,075)

440 Donations from Private Sources

359 Misc Donations	\$ -	\$ 100	\$ 100
Subtotal Use of Money & Property	\$ -	\$ 100	\$ 100

450 Interfund Operating Transfer

363 Transfer in from Cemetery Perm. Fund	\$ 30,000	\$ 30,000	\$ -
Subtotal Interfund Oper. Trsf.	\$ 30,000	\$ 30,000	\$ -

460 Proceeds General Fixed Assets

372 Cemetery Lot Sale-Unrestricted	\$ 30,000	\$ 26,200	\$ (3,800)
373 Cemetery Lot Sale-Extended	14,000	9,800	(4,200)
Subtotal Proceeds Gen Fixed Assets	\$ 44,000	\$ 36,000	\$ (8,000)

Total Revenue

\$ 155,100	\$ 146,730		\$ (8,470)
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Expenditures

Code Expenditure Category

100 Employee Services	\$ 19,753	\$ 19,956	\$ 203
200 Operational Supplies	3,800	2,816	(984)
300 Facilities Oper./Maint.	2,200	2,600	400
400 Equipt. Oper./Maint.	2,000	2,000	-
500 Contract Services/Fees	89,450	83,900	(5,550)
800 Contributions & Contingencies	40,000	40,000	-
Departmental Total	\$ 157,203	\$ 151,272	\$ (5,931)

Difference REVENUE - EXPENDITURES

\$ (2,103)	\$ (4,542)		\$ (2,539)
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Exhibit A

Internal Service Funds

382 -- FLEET SERVICES OPERATING FUND

REVENUE

340 Charges for Services

277 Equipment Rental Fee

Total Charges for Serv.

420 Assessments

329 Payment of Claims

Total Charges for Serv.

430 Use of Money and Property

334 Misc Revenue

Total Charges for Serv.

Total Revenue

EXPENDITURES

100 Employee Services

200 Operational Supplies

300 Facilities Oper./Maint.

400 Equipt. Oper./Maint.

500 Contract Services/Fees

Departmental Total

Revenue less Expenditures

384 -- FLEET REPLACEMENT FUND

REVENUE

340 Charges for Services

278 Equipment Rental Fee

Subtotal

460 Proceeds General Fixed Assets

379 Sale of Misc Assets

Subtotal

Total Revenue

EXPENDITURES

700 Capital Outlay (police vehicles)

900 Debt Service

Total Expenditures

Revenue less Expenditures

Adopted	Amendment #1 Sept.		Difference Add/(subtract)
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Adopted	Amendment 1 Sept.		Difference Add/(subtract)
---------	----------------------	--	------------------------------

\$ 620,740	\$ 597,284		\$ (23,456)
\$ 620,740	\$ 597,284		\$ (23,456)

-	777		777
\$ -	\$ 777		\$ 777

-	500		500
\$ -	\$ 500		\$ 500

\$ 620,740	\$ 598,561		\$ (22,179)
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\$ 120,998	\$ 122,543		\$ 1,545
23,653	24,466		813
880	1,470		590
423,301	420,083		(3,218)
51,908	41,432		(10,476)
\$ 620,740	\$ 609,994		\$ (10,746)

\$ -	(11,433)		\$ (11,433)
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\$ 46,225	\$ 10,303		\$ (35,922)
\$ 46,225	\$ 10,303		\$ (35,922)

\$ -	\$ 3,366		\$ 3,366
\$ -	\$ 3,366		\$ 3,366

\$ 46,225	\$ 13,669		\$ (32,556)
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100,000	-		(100,000)
146,770	146,770		-
\$ 246,770	\$ 146,770		\$ (100,000)

\$ (200,545)	\$ (133,101)		\$ 67,444
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Exhibit A**130 -- CIVIL SERVICE FUND****REVENUE****450 Interfund Operating-Transfer**

365 Transfer from General Fund(Police & Fire)

Adopted	Amendment #1 Sept.		Difference Add/(subtract)
\$ 10,000	\$ 6,271		\$ (3,729)

Total Revenues

\$ 10,000	\$ 6,271		\$ (3,729)
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EXPENDITURES627 **Expenditure Category - Police**

100 Employee Services

\$ -	\$ 5,655		\$ 5,655
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Total

\$ -	\$ 5,655		\$ 5,655
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628 **Expenditure Category - Fire**

100 Employee Services

\$ -	\$ 1,271		\$ 1,271
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Total

\$ -	\$ 1,271		\$ 1,271
------	----------	--	----------

Total Expenditures

\$ -	\$ 6,926		\$ 6,926
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Revenue less Expenditures

\$ 10,000	\$ (655)		\$ (10,655)
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ORDINANCE NO. 2010-40

AN ORDINANCE OF THE CITY OF TAYLOR, TEXAS AMENDING ORDINANCE NO. 2009-25 ADOPTED ON SEPTEMBER 3, 2009, MAKING APPROPRIATIONS FOR THE SUPPORT OF THE CITY FOR FISCAL YEAR BEGINNING OCTOBER 1, 2009 AND ENDING SEPTEMBER 30, 2010; BY AMENDING THE AMOUNT OF APPROPRIATIONS FOR THE GENERAL FUND AS WELL AS OTHER FUNDS THAT PROVIDE FOR THE PAYMENT OF OPERATING EXPENSES AND CAPITAL OUTLAY AND BY CHANGING THE AMOUNT APPROPRIATED FOR VARIOUS DEPARTMENTS OF THE CITY.

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

SECTION 1.0: That the appropriations for the fiscal year beginning October 1, 2009 and ending September 30, 2010, for the support of the general government of the City of Taylor, Texas be amended for said term in accordance with the change in expenditures shown in the attached Exhibit A.

SECTION 2.0: That the amendment, as shown in words and figures in Exhibit A, is hereby approved in all aspects and adopted as an amendment to the City budget for the fiscal year October 1, 2009 and ending September 30, 2010.

SECTION 3.0: In accordance with Article 8 of the City Charter, this ordinance was introduced before the City Council of the City of Taylor, Texas on the 9th day of September, 2010.

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

John McDonald, Mayor Pro-Tem
City of Taylor, Texas

ATTEST:

Susan Brock, City Clerk



City Council Meeting September 9, 2010 Agenda Item Transmittal

Agenda Item #: 13

Agenda Title: Review and consider initiation of annexation in the vicinity of CR 101 adjacent to City limits

Council Action to be taken: Review annexation areas and consider initiation of annexation

Initiating Department: Community Development

Staff Contact: John Elsdon, AICP, City Planner

1. INTRODUCTION/PURPOSE

The purpose of this item is for Council to review annexation scenarios and to consider initiating annexation of one or more of these areas.

2. DESCRIPTION/ JUSTIFICATION

Staff has developed six potential areas for annexation shown on the map (Attachment A) for your review and consideration of initiation of annexation proceedings.

This annexation action could be initiated either at today's meeting (September 9, 2010) or at the September 28, 2010 meeting. Initiating at either meeting would allow completion of the annexation either on December 21, 2010 or December 28, 2010. Please see Attachments B and C, Annexation Schedule.

The potential annexation areas are:

		Estimated Homes	Estimated Population (Based on 3 per home)
A:	336 Acres	3	9
B:	334 Acres	4	12
C:	328 Acres	3	9
D:	336 Acres	54	162
E:	164 Acres	3	9
F:	622 Acres	18	54

Local Government Code 43.052 in part states that an Annexation Plan is not required if “...the annexation area contains fewer than 100 separate tracts of land on which one or more residential dwellings are located on each tract...” Thus any combination of two of the above scenarios being annexed would be permissible (except for the acreage scenario stated below) since Taylor does not have nor needs an Annexation Plan.

Currently the City can annex an additional 871 acres for the year 2010. Thus any two of these annexation areas could be annexed with the exception of F and A, B, C, or D, since F is 622 acres. Please keep in mind that the acres are determined by the GIS and are approximate ‘planning level’ accuracy. Once the area(s) are surveyed, the actual acres will differ.

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

See Annexation Schedules 13a and 13b

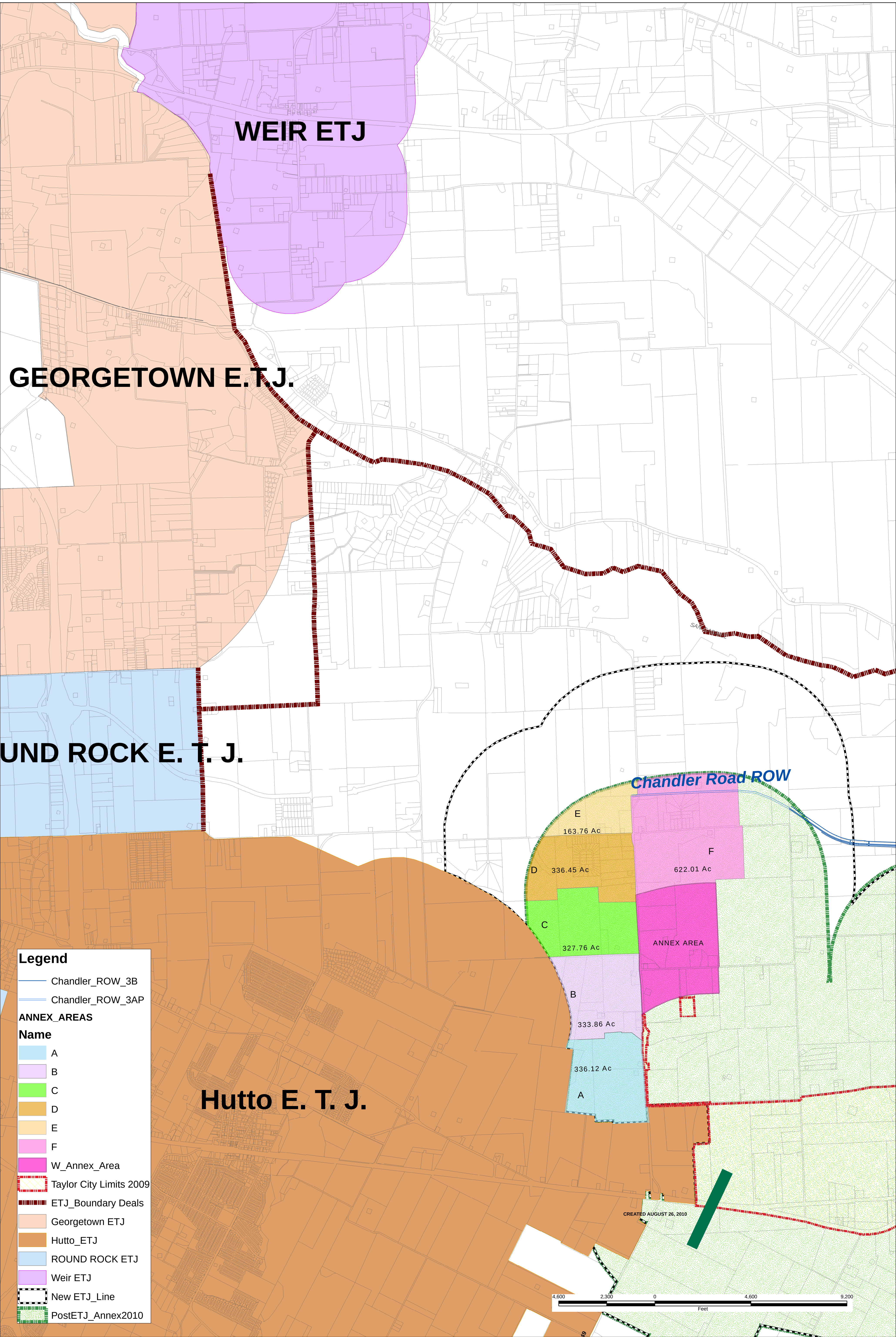
5. RECOMMENDATION

Review annexation potential areas and direct staff to initiate annexation proceedings.

6. REFERENCE FILES

- 13a [Annexation scenarios map](#)
- 13b [Annexation schedule](#) initiating September 9, 2010
- 13c [Annexation schedule](#) initiating September 28, 2010

Exhibit: Annex Choices
Chandler Road Alignment



Legend

- Chandler_ROW_3B
- Chandler_ROW_3AP

ANNEX AREAS

Name

- A
- B
- C
- D
- E
- F
- W_Annex_Area

Taylor City Limits 2009

ETJ_Boundary Deals

Georgetown ETJ

Hutto_ETJ

ROUND ROCK ETJ

Weir ETJ

New ETJ_Line

PostETJ_Annex2010

Initiate September 9

LGC SECTION	STEP	ACTION	NOTE	SCHEDULE
	1	Council authorizes annexation to proceed	Council Meeting	September 9, 2010
	2	Survey of Land (BTS)	After annexation initiation	September 10, 2010
43.035	3	Mail Development Agreements	After annexation initiation	September 20, 2010
	4	Mail annexation letters to property owners who are not agriculturally exempt	After annexation initiation	September 20, 2010
43.0561	5	Last day to send all notices	Property owners, utilities, Rail Road, etc	September 20, 2010
43.0561	6	Last day to send notice to newspaper for notice #1	Minimum of one day prior to publication	October 12, 2010
43.056	7	Service Plan is available	Plan must be available at first public hearing	October 26, 2010
43.0561	8	#1 Notice is posted on the City's website	Must be posted no more than 20 days and no less than 10 days prior to public hearing	October 11, 2010
43.0561	9	Send first notice to TISD	Must be sent no more than 20 but no less than 11 days before the PH#1	October 11, 2010
43.0561	10	#1 Notice appears in the newspaper	Must be published no more than 20 days and no less than 10 days prior to public hearing	October 13, 2010
43.0561	11	Last day to send notice to newspaper for notice #2	Minimum of one day prior to publication	October 27, 2010
	12	Deadline to receive Development Agreements	Must be mailed 30 days prior to due date	October 20, 2010
43.0561	13	#2 Notice is posted on the City's website	Must be posted no more than 20 days and no less than 10 days prior to public hearing #2	October 28, 2010
43.0561	14	Send second notice to TISD	Must be sent no more than 20 but no less than 11 days before the PH#2	October 27, 2010
43.0561	15	#2 Notice appears in the newspaper	Must be published no more than 20 days and no less than 10 days prior to public hearing #2	October 28, 2010
	16	Prep TL for public hearing #1		October 20, 2010
43.0561	17	Conduct public hearing #1	Must be a minimum of 30 days from when the notices were sent out. Service plan must be available at this meeting	October 26, 2010
	18	Prep TL for public hearing #2		November 3, 2010
43.0561	19	Conduct public hearing #2 - CC Approves Development Agreements	Must be a minimum of 30 days from when the notices were sent out. Service plan must be available at this meeting	November 11, 2010
43.056	20	Begin Land use Planning	4/19/06 Leads up to rezoning after annexation	December 30, 2010
	21	Write annexation ordinance		November 17, 2010

Initiate September 9

	22	Write TL for introduction of ordinance		November 17, 2010
	23	Introduce ordinance	Must be no more than 40 days or less than 20 days from the first public hearing.	November 23, 2010
	24	Write TL for adoption of ordinance		December 1, 2010
	25	Adopt ordinance	Must a maximum of 90 days from the date the ordinance was introduced.	December 9, 2010
		Approve Development Agreements		December 9, 1900
	26	Complete Future Land Use Planning		March 1, 2011

Initiate September 28

LGC SECTION	STEP	ACTION	NOTE	SCHEDULE
	1	Council authorizes annexation to proceed	Council Meeting	September 28, 2010
	2	Survey of Land (BTS)	After annexation initiation	September 29, 2010
43.035	3	Mail Development Agreements	After annexation initiation	October 8, 2010
	4	Mail annexation letters to property owners who are not agriculturally exempt	After annexation initiation	October 8, 2010
43.0561	5	Last day to send all notices	Property owners, utilities, Rail Road, etc	October 8, 2010
43.0561	6	Last day to send notice to newspaper for notice #1	Minimum of one day prior to publication	October 26, 2010
43.056	7	Service Plan is available	Plan must be available at first public hearing	November 11, 2010
43.0561	8	#1 Notice is posted on the City's website	Must be posted no more than 20 days and no less than 10 days prior to public hearing	October 27, 2010
43.0561	9	Send first notice to TISD	Must be sent no more than 20 but no less than 11 days before the PH#1	October 26, 2010
43.0561	10	#1 Notice appears in the newspaper	Must be published no more than 20 days and no less than 10 days prior to public hearing	October 27, 2010
43.0561	11	Last day to send notice to newspaper for notice #2	Minimum of one day prior to publication	November 9, 2010
	12	Deadline to receive Development Agreements	Must be mailed 30 days prior to due date	November 8, 2010
43.0561	13	#2 Notice is posted on the City's website	Must be posted no more than 20 days and no less than 10 days prior to public hearing #2	November 8, 2010
43.0561	14	Send second notice to TISD	Must be sent no more than 20 but no less than 11 days before the PH#2	November 8, 2010
43.0561	15	#2 Notice appears in the newspaper	Must be published no more than 20 days and no less than 10 days prior to public hearing #2	November 10, 2010
	16	Prep TL for public hearing #1		November 3, 2010
43.0561	17	Conduct public hearing #1	Must be a minimum of 30 days from when the notices were sent out. Service plan must be available at this meeting	November 11, 2010
	18	Prep TL for public hearing #2		November 17, 2010
43.0561	19	Conduct public hearing #2 - CC Approves Development Agreements	Must be a minimum of 30 days from when the notices were sent out. Service plan must be available at this meeting	November 23, 2010
43.056	20	Begin Land use Planning	Leads up to rezoning after annexation	December 30, 2010
	21	Write annexation ordinance		December 1, 2010

Initiate September 28

	22	Write TL for introduction of ordinance		December 1, 2010
	23	Introduce ordinance	Must be no more than 40 days or less than 20 days from the first public hearing.	December 9, 2010
	24	Write TL for adoption of ordinance		December 1, 2010
	25	Adopt ordinance	Must a maximum of 90 days from the date the ordinance was introduced.	December 28, 2010
		Approve Development Agreements		December 28, 1900
	26	Complete Future Land Use Planning		March 1, 2011



City Council Meeting September 9, 2010 Agenda Item Transmittal

Agenda Item #: 14

Agenda Title: Consider approving Ordinance 2010-38 adopting Economic Development Incentives for the City of Taylor

Council Action to be taken: Approve, deny, table.

Initiating Department: Community Development

Staff Contact: Bob van Til, Director of Community Development

1. INTRODUCTION/PURPOSE

The ordinance was introduced during the August 24, 2010 meeting. Council member Osborn suggested that we increase the percentage of the rebate/abatement from the current steps to a revised tier starting at 40%. The downtown incentives (Type III) section was changed to allow 40-60-75-90 (formerly 20-40-60-90). Neither the investment levels nor the time frames were changed.

During the last meeting, the Council discussed rebate versus abatement. Needless to say, the Council has the option to approve the ordinance without the tax abatement provisions included. If that's the case, staff will strip that wording from the policies.

To help, Jason Ford did a quick survey of towns in Williamson County to find out what they do in terms of offering tax abatements vs. rebates or both. The survey is attached.

Staff recommends leaving the abatement option in the policies. The recommendation is based on the intent to offer as many options as possible, if needed.

However, should the Council approve the current policies and would want to change them in the future, the policies can be amended prior to the end of the two year period with a $\frac{3}{4}$ majority as required by law (reference chapter 312 of the Tax Code).

2. DESCRIPTION/ JUSTIFICATION

The city has had an economic development policy for a number of years. In 2006, the City underwent a significant rewrite of the policies. In 2008, the city added tax rebates in addition to abatements.

A rebate is a refund after payment is made in full. An abatement is the reduction of a tax liability prior to payment.

The basic structure of the incentives remains the same:

1. The incentives are based on the amount of capital investment resulting in an increase in value added to the property tax roles or improved sales tax revenue to the city,
2. A maximum of 90% rebate for no more than ten years,
3. Incentives can also be structures based on target industry status (as identified on attachment B), level of wages paid, LEED standards, and so on,
4. Application must be made prior to the application for a building permit,
5. The policies cover new and existing, residential and commercial projects, the preservation of historic structures, and buildings damaged by acts of nature.
6. The “return on investment” of at least 0.75 for every public dollar invested over ten years.
7. There is a multi tiered approach: different incentives for different zones in the city, such as enterprise zones, neighborhood empowerment zones, downtown, versus the general community.

The policies are provided for predictability to the applicant and flexibility to the City. They can also be combined with other incentives such as sales tax rebates, permit waivers, and so on, including the incentives provided by the Taylor EDC.

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

Approve the polices with the tax abatement and rebate options.

6. REFERENCE FILES

- 14a. [Ordinance 2010-38](#)
- 14b. [Policies and Guidelines](#)
- 14c. [Appendix A Matrix](#)
- 14d. [Appendix B Target List](#)
- 14e. [Abatement vs rebate](#) survey

ORDINANCE NO. 2010-38

AN ORDINANCE REPEALING ORDINANCE 2006-24; ADOPTING ECONOMIC DEVELOPMENT INCENTIVE POLICIES; PERMITTING TAX ABATEMENT AGREEMENTS FOR THE CITY OF TAYLOR; PROVIDING A SAVINGS CLAUSE; AND PROVIDING A REPEAL CLAUSE.

WHEREAS, the City of Taylor, Texas, ("City") can provide tax abatement if an Ordinance allowing tax abatement is adopted by the Taylor City Council; and

WHEREAS, the City Council previously adopted a Tax Abatement Ordinance Number 2006-24, which term expired; and

WHEREAS, the City desires to adopt another Ordinance adopting economic development incentive policies which include tax abatements within the City;

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

Section 1.

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

Section 2.

That attachment A, Economic Development Incentives, is hereby adopted as an integral part of this Ordinance.

Section 3.

All ordinances or parts of ordinances inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed.

Section 4.

In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same 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 the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Section 5.

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 24th day of August, 2010.

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

John McDonald, Mayor Pro Tem

ATTEST:

Susan Brock, City Clerk

APPROVED AS TO FORM:

Ted W. Hejl, City Attorney

CERTIFICATE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

I, Susan Brock, being the current City Clerk of the City of Taylor, Texas, do hereby certify that the attached is a true and correct copy of Ordinance No. 2010-38, passed and approved by the City Council of the City of Taylor, Texas, on the ____ day of _____, 2010, and such Ordinance was duly introduced, passed,

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

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

Susan Brock
City Clerk

City of Taylor, Texas
ECONOMIC DEVELOPMENT INCENTIVES GUIDELINES

Section 1. - Purpose

The purpose of these guidelines is to provide Community representatives as well as persons seeking public assistance minimum criteria by which public assistance is provided.

Section 2. – Definitions

Abatement – a reduction of a qualified applicant’s ad valorem property taxes, excluding the value of land and any value existing prior to the date of an agreement approved between the city and the qualifying applicant, including, buildings, machinery, and any other real and personal property values, prior to the payment of the annual property tax liability.

Assistance, public – the provision of financial or other incentives by the City that is intended to assist a qualified applicant with the location, expansion, repair, or relocation to or within the city of Taylor.

Act of Nature - means an act occasioned exclusively by violence of nature and in no sense attributable to human action.

Agreement - means a contractual agreement between a property owner or tenant and a property taxing authority for the purpose of providing economic development incentives.

Base Year Value - means the taxable property value of the applicant's real and personal property, as determined by the Williamson County Appraisal District, located in a designated reinvestment zone, if needed, on January 1 of the year identified in the economic development incentives agreement.

Capital Investment - means an activity that adds value to the community’s tax base by either real or business personal property improvements

City - shall mean the city of Taylor, Texas

Community – includes all the local taxing jurisdictions such as the city of Taylor, Taylor Independent School District, Taylor Economic Development Corporation, and Williamson County.

Downtown Redevelopment Area - means an area primarily located in the downtown area which is also Reinvestment Zone #4, created by ordinance 99-22.

Enterprise Zone - see Reinvestment Zone

Expansion - means the addition of buildings, structures, fixed machinery, or equipment for the purpose of increasing production capacity or revenues.

Facility - means property improvements completed or in the process of construction which together comprise an integral whole.

Facility, New - means a property previously undeveloped which is placed into service by means other than expansion or modernization.

Fiscal Impact Analysis - means a quantification of the financial impacts and benefits (revenues and expenditures) to the city of Taylor, Taylor Independent School District, Taylor Economic Development Corporation, and Williamson County in response to an application for economic development incentives.

Full-Time Equivalent - means an employee or employees whose annual hours either equal, in the case of a full-time permanent employee, or add up to, as in the case of several part time permanent employees, a full-time employee. (See also Jobs; Wages; Jobs, new)

Historically Significant Structure - means a contributing structure that is either located in a district located on the National Register of Historic Places or is a structure located on the National Register of Historic Places as designated by the National Parks Service or designated as such by the State of Texas.

Jobs - refers to the number of full-time equivalent (FTE) positions. (See also Full Time Equivalent; Wages; Jobs, new)

Jobs, New - means a new or retained job.

LEED Certified Building – certification as determined by the US Green Building Council.

Modernization - means the replacement and upgrading of existing facilities which increase the productive input or output, updates the technology, or substantially lowers the unit cost of operation, and extends the economic life of the facility. Modernization may result from the construction, alteration, or installation of buildings, structures, fixed machinery, or equipment. It shall not be for the purpose of renovation, reconditioning, refurbishing, repairing, or completion of deferred maintenance.

Neighborhood Empowerment Zone - see Reinvestment Zone

Qualified Applicant – an entity that commits to meet the minimum investment requirement as stipulated herein and desires assistance from the City to relocate, locate, or expand to or in the City.

Qualified Commercial Project – a commercial project meeting the minimum investment levels as defined by Appendix “A.”

Qualified Residential Project – a residential project meeting the minimum investment as defined by Appendix “A.”

Reimbursement - means the partial refund of ad valorem property taxes and other funds for eligible properties for economic development purposes.

Recapture of Property taxes - shall mean the repayment of abated real and business personal property taxes or other incentives provided in the event the applicant fails to perform in

accordance with these guidelines and the economic development incentives agreement during any time the economic development incentives agreement is in effect. Recapture may also include the filing of a lien on the property for which an economic development incentives agreement was created.

Redevelopment - means replacement or reconstruction of a portion or all of a facility that has been damaged by an Act of Nature

Redevelopment Project – a commercial project damaged by an act of Nature.

Reinvestment Zone - is an area designated as such for the purpose of property tax reimbursement as authorized by Chapter 312, Property Redevelopment and Property tax Reimbursement Act, Title 3, Local Property taxation, Texas Property tax Code, as amended. It may also include a State designated enterprise (EZ) zone or locally designated neighborhood empowerment zone (NEZ).

Residency, Local - shall mean employees that reside in the 76574 zip code.

Target Industry - means an industry identified in the 2004 Taylor Economic Development Plan, as amended, and further identified in Exhibit “B”

Target Return on Investment Ratio – means a ratio of public dollars invested, or provided as incentives to a qualified project, to the eventual financial benefits the community will derive over a specific period of time from the qualified project.

Type I Project – non-residential project not located in an enterprise zone, neighborhood empowerment zone or downtown redevelopment area.

Type II Project – non-residential project located in an enterprise zone or neighborhood empowerment zone.

Type III Project – non-residential project located in the downtown redevelopment area.

Type IV Project – residential or non-residential historic preservation project.

Type V Project – new residential project.

Type VI Project – non-residential redevelopment project damaged by an act of Nature.

Value - shall mean the value as determined by an appraisal prepared by Williamson County Appraisal District, unless otherwise specified. If a facility is damaged by an Act of Nature and an appraisal of the damaged facility is not available from Williamson County Appraisal District "decrease in value" may be determined by an independent appraiser agreed upon by the City and either the owner of the facility or applicant for the property tax reimbursement. The term "value added" means increase in appraised value.

Vendor, Local - shall mean a vendor with a Taylor address and from which sales and use taxes are credited to the city of Taylor.

Wages, gross – a full time permanent employee’s annual income before federal and other withholdings

Wages Paid - shall mean the average weekly wages paid for all of the full time equivalent jobs in this industry or industries the applicant is part of as reported by the most recent US Bureau of Labor Statistics’ ES 202 report, or similar reporting mechanism, for Williamson County.

Section 3. – Property Tax Reimbursement Policy

The City’s policy is to grant reimbursements as authorized by Chapter 380 of the Local Government Code. However, the City Council may, on a case-by-case basis, consider a tax abatement in accordance with the requirements of Chapter 312 of the Texas Tax Code.

Section 4 – Applicability

These policies apply to new, relocating, renovated, modernized, redeveloped, and expanding businesses. These policies also apply to historic structures and new residential development. Property tax reimbursements and other economic development incentives may be granted by the City under the following terms and conditions of this ordinance.

Section 5. General Policies

A. Every application for economic development incentives must be in conformance with the mission, goals, and objectives reflected in the City’s Comprehensive Plan, as amended.

B. Maximum Property Tax Reimbursement Percentage and Period - property tax reimbursements shall not exceed ninety percent (90%) of the taxable property value and shall not have a term greater than ten (10) years, save and except historical preservation property tax reimbursements that shall meet the criteria required herein below.

C. Maximum Length of Time for Economic Development Incentives Agreement – may extend beyond ten (10) years, but in no case beyond twenty (20) years, if mutually beneficial to the Qualified Applicant and the Community.

D. Capital Investment - property tax reimbursements granted by the City, may be granted as provided in Appendix “A” , attached hereto and incorporated by reference herein. A property tax reimbursement shall require a minimum capital investment as shown in Appendix “A” and may also include the creation of jobs, or an increase in the amount of wages paid per employee, or an increase in the number of employees residing within the City of Taylor, Texas, a LEED certified building, or a designated target industries as shown in Appendix “B”, attached here to and incorporated by reference herein. No property tax reimbursement or any other economic development incentives shall be granted for any criteria listed in Appendix “A” without a minimum capital investment unless
City of Taylor, Texas

specifically exempted by this ordinance and the resulting taxable property values appearing on each applicable year's certified property tax rolls. Failure to maintain the minimum required property values may result in all of the economic development incentives being rescinded.

E. New and Retained Jobs - the City recognizes that new and retained jobs are as important to the local economy as new capital investment. The City also recognizes that not all applicants will provide the minimum number of jobs due to the dynamics of certain industries. An applicant may qualify for a property tax reimbursement with only the minimum required capital investment without providing the minimum number of jobs as specified in Appendix "A". If less than the minimum number of employees are proposed, yet the minimum required investment is met, the City Council may, on a case by case basis, enter into a property tax reimbursement agreement which may reflect an appropriate property tax reimbursement percentage and time period based on the capital investment alone.

F. Wages and Residency - to qualify for a higher property tax reimbursement percentage or time period as illustrated by Appendix "A", the applicant may chose between the wage-related or residency-related criteria. No portion of the wage-related property tax reimbursement benefit shall be applied to the applicant's property tax reimbursement percentage for the upcoming year if the applicant, for whatever reason, fails to compensate its employees in accordance with the requirements of the economic development incentives agreement. The required wage data for the preceding calendar year shall be submitted to the City. No portion of the residency-related property tax reimbursement benefit shall be applied to the applicant's property tax reimbursement percentage for the upcoming year if the applicant, for whatever reason, fails to demonstrate that its employees reside in Taylor in accordance with the requirements of the economic development incentives agreement. The required residency data for the preceding calendar year shall be submitted to the City.

G. Historic Preservation Property Tax Reimbursements - are intended to provide incentives to allow for the renovation and restoration of commercial or residential historical structures. A Historical Preservation Property Tax Reimbursement shall not exceed sixty percent (60%) and extend longer than eight (8) years. A Historic Preservation Property Tax Reimbursement shall not be granted for the purposes of providing routine maintenance and upkeep.

H. Renovation Criteria for a Historic Property - an owner of a structure requesting a Historical Preservation Property Tax Reimbursement must meet the criteria of a historic structure as established by the State of Texas or the US Department of the Interior National Parks Service and meet the preservation requirements determined on a case by case basis by the City. The City shall be entitled to verify the quality and scope of the restoration before granting any Historic Preservation Property Tax Reimbursement.

I. Registered Historic Property and Application - an owner of property designated as a historically significant structure that desires such property to be partially property tax exempt pursuant to this subsection, shall file with the City an application. The application shall include, among other items, current evidence of the structure's inclusion within a district located on the

National Register of Historic Places or as a structure on the National Register of Historic Places, information relating to the financing obtained to restore the structure, and any other necessary documents as required by the City. Following verified conformance with this subsection, the application shall be forwarded to the City Manager's office for submittal to the City Council for approval to begin negotiations of the Historic preservation Property tax Reimbursement Agreement. An application for Historic Preservation Property tax Reimbursement Agreement must be submitted prior to an application for a building permit.

J. Commercial or Mixed Use Historic Structure - If a historically significant commercial structure is intended to be used for a new or relocated business venture, the owner of the property may apply for a property tax reimbursement, in addition to the property reimbursement for historically significant structures, that is consistent with the district in which the structure is located, provided however, the maximum property tax reimbursement percentage does not exceed 90 percent.

K. Residential Development Incentives - Each home must be valued at a minimum of \$250,000 as shown on the certified property tax rolls during each year of the agreement (primary building only and excludes the land). Incentive must be applied for prior to submitting any applications (plats, subdivisions, building, etc.). Rebate can be provided either to the developer, the builder, or the homeowner (if the homeowner acts as the builder) following the payment of the property taxes. Homes must be completed within the time frame listed on Appendix "A". The rebate can be prorated. For example: if the agreement is for 12 homes, which can get the qualified applicant 40% for 5 years, and only nine homes are built in the allotted time, only the corresponding rebate percentage may be rebated to the applicant. In this case that would be 25 percent for five years.

L. Building Permit - an application for economic development incentives must be submitted prior to the submittal of an application for a building permit. All individuals/corporations seeking economic development incentives shall submit an application for economic development incentives to the City of Taylor's City Manager's office.

M. Application for Economic Development Incentives - the application for economic development incentives may include but is not limited to the company's history and profile (including a listing of the parent companies, company principals, etc.), furnish sufficient information that demonstrates the economic viability of the applicant and the applicant's project, 3-digit NAICS industry number, number of jobs to be created or retained, proposed capital investment, proposed wages, schedule of improvements, site plan, and an indication of when the improvements will be completed.

N. Bankruptcy - if the company filed for bankruptcy within the previous three years, the City may reject the application for economic development incentives. If, at any time, during the period the agreement is in effect, the company should file for bankruptcy, close, or relocate out of the incorporated limits of the city of Taylor, the agreement shall become null and void and the applicant may become subject to recapture as provided for in the agreement.

O. Liens – should liens be filed on the property during the term of the economic development agreement, the agreement may be terminated. No liens can exist on the property owned or controlled by the qualified applicant prior to or during the term of the economic development agreement

P. Application Fee - An application fee may from time to time be established by the City Council in order to recover reasonable costs associated with the processing and evaluation of an application for economic development incentives.

Q. Inspections - the City Manager or the City Manager's designee shall be entitled to request evidence, at any time, that the Applicant has complied with the application for economic development incentives and other information necessary to determine the validity of a property tax reimbursement granted by the City and that the property tax reimbursement should continue.

R. Economic Development Incentives Agreement - the City and a Qualified Applicant must execute an economic development incentives agreement approved by the Taylor City Council. To qualify for incentives, the Qualified Applicant must make the required capital investment that will result in the minimum taxable property values appearing on each of the required applicable certified property tax rolls in future years.

S. Default - in the event of a default under an economic development incentives agreement, the City shall be entitled to exercise all rights and privileges provided under law and equity to terminate the agreement and to recoup any financial incentives provided by the City.

T. City Not Obligated to Provide Economic Development Incentives - this Ordinance is not a contract or obligation on the City to grant a property tax reimbursement, or any other economic development incentives, but allows the City to grant economic development incentives based on criteria established in this Ordinance, the application requirements, and policies and procedures promulgated by the City, and an economic development incentives agreement approved by the City Council on a case by case basis.

U. Existing Values Not Eligible - an agreement for the reimbursement of tangible personal and real property located on property shall not include tangible real and personal property that was located on the real property prior to the time of the agreement and all agreements shall exclude land, inventory and supplies.

V. Redevelopment Due to an Act of Nature - when the damage from the Act of Nature has resulted in at least a 60% reduction in value of the facility as compared to the value immediately prior to the Act of Nature as determined by Williamson County Appraisal District. The facility owner shall have the burden to prove the required decrease in value to the satisfaction of the City Manager or his designee prior to consideration by the City Council of a property tax reimbursement application for a Redevelopment project.

W. Proprietary Information – information contained in the application for economic development incentives shall be withheld from public record when the application is submitted to the City Council in accordance with limits provided by State law.

Section 6 – Additional Economic Development Incentives

The City Council, on a case-by-case basis, in response to an application for economic development incentives from a Qualified Applicant, may include but is not limited to the following additional incentives: waive or refund all or a portion of zoning fees, platting fees, site and building plan review fees, signage permit fees, tap fees, city sales and use tax, excluding the portion of the sales and use tax attributable to property tax relief, local utility franchise taxes, and provide additional grants of city funds and resources should the proposed project provide an exceptional positive financial impact to the Community.

Section 7 – Fiscal Impact.

The City may prepare a fiscal impact analysis in response to an application for economic development assistance. This analysis shall identify, over a period of no less than ten (10) years and up to twenty (20) years, the amount of gross and net benefit the community will derive from assisting the Qualified Applicant. The target return on investment ratio desired from the project is a minimum of 1:0.75 or an average of \$1,000,000 additional gross revenue per year to the community.

Section 8 - Intergovernmental Coordination

The granting of the property tax reimbursement and other development incentives shall be coordinated between the property taxing units, the Taylor Economic Development Corporation, and other organizations that may be designated by the City. If the individual property taxing entities offer property tax reimbursement to an owner, then in accordance with state law, a contract will be executed between the various individual property taxing units governing the reinvestment zone and the owner, the contract shall specify terms and conditions of the property tax reimbursement.

Section 9 – Amendments, Repeal, Renewal

In accordance with state law, these guidelines relating to tax abatements are effective for two (2) years from the date adopted by the Taylor City Council, but may be amended or repealed by a vote of 3/4 of the City Council.

City of Taylor, Texas
Economic Development Incentives Guidelines

Appendix "A"

Project Type	Equal To Or Greater Than	But Less Than	Up To	Up To:
Type I				
Capital Investment	\$1,000,000	\$2,000,000	20%	5 years
	\$2,000,000	\$5,000,000	40%	5 years
	\$5,000,000	\$20,000,000	60%	5 years
Major Investment	\$20,000,000		90%	10 years
Plus Option One or				
New Full-Time Permanent Jobs	15	25	10%	5 years
	25	40	20%	5 years
	40		30%	5 years
Plus Option Two or				
Retaining Existing Full Time Premanent Jobs	10	20	10%	5 years
	20	30	20%	5 years
	30		30%	5 years
Plus Option Three or				
Target Industry			30%	5 years
Plus Option Four or				
Wages Paid	Between 100% and 110% of the average weekly wages paid for this industry		10%	5 years
	Between 110 and 120% of the average weekly wages paid for this industry		20%	5 years
	Greater than 120% of the average weekly wages paid for this industry		30%	5 years
	Fifty percent or more of the full time permanent jobs pay \$50,000 or more (gross wages) per year.		30%	5 years

City of Taylor, Texas
Economic Development Incentives Guidelines

Appendix "A"

Project Type	Equal To Or Greater Than	But Less Than	Up To	Up To:
Plus Option Five or				
Residency Requirement	Between 25 and 50% of the newly created full-time employees locate to Taylor within 12 months of the issuance of the certificate of occupancy		15%	5 years
	Greater than 50% of the newly created full-time employees locate to Taylor within 12 months of the issuance of the certificate of occupancy		30%	5 years
Plus Option Six				
LEED Certification	Certified		20%	5 years
	Silver		30%	5 years
	Gold		40%	5 years
	Platinum		50%	5 years
Type I Maximum Possible Tax Rebate			90%	10 years

City of Taylor, Texas
Economic Development Incentives Guidelines

Appendix "A"

Project Type	Equal To Or Greater Than	But Less Than	Up To	Up To:
Type II Project (EZ/NEZ)				
Capital Investment	\$500,000	\$1,000,000	20%	5 years
	\$1,000,000	\$3,000,000	40%	5 years
	\$3,000,000	\$5,000,000	60%	5 years
Major Investment	\$5,000,000		90%	10 years
Plus Option One or				
New Full-Time Permanent Jobs	10	20	10%	5 years
	20	30	20%	5 years
	30		30%	5 years
Plus Option Two or				
Retaining Existing Full Time Premanent Jobs	5	10	10%	5 years
	11	20	20%	5 years
	21		30%	5 years
Plus Option Three or				
Target Industry			30%	5 years
Plus Option Four or				
Wages Paid	Between 100% and 110% of the average weekly wages paid for this industry		10%	5 years
	Between 110 and 120% of the average weekly wages paid for this industry		20%	5 years
	Greater than 120% of the average weekly wages paid for this industry		30%	5 years
	Fifty percent or more of the full time permanent jobs pay \$50,000 or more (gross wages) per year.		30%	5 years

City of Taylor, Texas
Economic Development Incentives Guidelines

Appendix "A"

Project Type	Equal To Or Greater Than	But Less Than	Up To	Up To:
Plus Option Five or				
Residency Requirement	Between 25 and 50% of the newly created full-time employees locate to Taylor within 12 months of the issuance of the certificate of occupancy		15%	5 years
	Greater than 50% of the newly created full-time employees locate to Taylor within 12 months of the issuance of the certificate of occupancy		30%	5 years
Option Six				
LEED Certification Level	Certified		20%	5 years
	Silver		30%	5 years
	Gold		40%	5 years
	Platinum		50%	5 years
Type II Project Maximum Possible EZ/NEZ Tax Rebate			90%	10 years

City of Taylor, Texas
Economic Development Incentives Guidelines

Appendix "A"

Project Type	Equal To Or Greater Than	But Less Than	Up To	Up To:
Type III Downtown Project				
Capital Investment	\$100,000	\$250,000	40%	5 years
	\$250,000	\$450,000	60%	5 years
	\$450,000	\$750,000	75%	5 years
Major Investment	\$750,000	-	90%	10 years
Plus Option One or				
New or Retained Jobs	5	-	30%	5 years
Plus Option Two or				
Target Industry			30%	5 years
Plus Option Three				
LEED Certification Level	Certified		20%	5 Years
	Silver		30%	5 Years
	Gold		40%	5 Years
	Platinum		50%	5 Years
Type III Downtown Project Maximum Possible Downtown Tax Rebate			90%	10 years

City of Taylor, Texas
Economic Development Incentives Guidelines

Appendix "A"

Project Type	Equal To Or Greater Than	But Less Than	Up To	Up To:
Type IV - Historic Preservation <u>Project</u>				
Capital Investment	\$0	\$0	20%	3 years
Option One				
LEED Certification Level	Certified		20%	5 Years
	Silver		30%	5 Years
	Gold		40%	5 Years
	Platinum		50%	5 Years
Type IV Historic Preservation Project Maximum Possible Downtown Tax Rebate			60%	8 years

City of Taylor, Texas
Economic Development Incentives Guidelines

Appendix "A"

Project Type	Equal To Or Greater Than	But Less Than	Up To	Up To:
Type V - Residential				
		Maximum Time Frame		
5 to 12 Homes	\$250,000 per home	12 months/7 Months	25%	5 Years
13 to 20 Homes	\$250,000 per home	24 months/12 months	40%	5 Years
21 plus	\$250,000 per home	36 months/18 months	60%	5 Years
Developer's time/Builder's time				
LEED certification Level	Certified or Silver		15%	5 Years
	Gold or Platinum		20%	5 Years
Type V Residential Project Maximum Possible Downtown Tax Rebate			80%	5 years

City of Taylor, Texas
Economic Development Incentives Guidelines

Appendix "A"

Project Type	Equal To Or Greater Than	But Less Than	Up To	Up To:
Type VI Project - Redevelopment Project				
Redevelopment or Repair costs	\$500,000	\$1,000,000	20%	5 years
	\$1,000,000	\$3,000,000	40%	5 years
	\$3,000,000	\$5,000,000	60%	5 years
	\$5,000,000		90%	5 years
Type VI Redevelopment Project Maximum Possible Tax Rebate			90%	5 years

City of Taylor, Texas
Economic Development Incentives Guidelines
Target Industry List
Appendix "B"

Type I Projects and Type II Projects			
TARGET INDUSTRY		NAICS	NOTES
Manufacturing		22, 31 - 33	All types (<i>aerospace/aviation manufacturing and assembly</i>)
Value Added Agriculture			Agricultural biotechnology, other R+D, finance, trade, manufacturing, etc found in other NAICS sectors
Logistics and Distribution		493	Warehousing and storage
Hospitality and Tourism		7211	Traveler Accommodation
		7221	Full Service Restaurants
Healthcare		621	Ambulatory Healthcare Services
		622	Hospitals
		623	Nursing and Residential Care Facilities
Projects in the Downtown Redevelopment Area (Type III Projects)			
TARGET INDUSTRY		NAICS	NOTES
Design (arts and crafts, software, film production, professional services)		711	Performing arts, spectator sports, and related industries
		512110	Film studios producing films
		541511	Software analysis and design services, custom computer
		511210	Software Publishers
		541	Professional, scientific, and technical services
Retail		443	Electronics and Appliance Stores
		444	Building Materials and Garden Equipment and Supplies Dealers
		445	Food and Beverage Stores
		446	Health and Personal Care Stores
		448	Clothing and Clothing Accessory Stores
		451	Sporting Goods, Hobby, Book, and Music Stores
		452	General Merchandise Stores
		453	Miscellaneous Store Retailers
		454	Nonstore Retailers

	Offer Tax Abatements?	Offer Tax Rebates - Refunds?
Taylor	Yes	Yes
Round Rock	Yes	Yes
Georgetown	Yes	Yes
Cedar Park	Yes	Yes
Leander	-	Yes
Williamson County	Yes	-
Pflugerville	-	Yes



City Council Meeting September 9, 2010 Agenda Item Transmittal

Agenda Item #: 15

Agenda Title: Consider accepting the Comprehensive Plan Implementation Status Report for September, 2010.

Council Action: Accept report as presented

Initiating Department: Community Development

Staff Contact: John Elsdon, AICP
City Planner

1. INTRODUCTION/PURPOSE

The purpose of this item is for the City Council to consider accepting the September 2010 Comprehensive Plan Implementation Report.

2. DESCRIPTION/ JUSTIFICATION

Chapter 11 of the Taylor Comprehensive Plan recommended the formation of a Comprehensive Plan Implementation Committee to review and report on the implementation status of the of the Comprehensive Plan. This Committee was officially established by City Council by Ordinance 2008-4 on February 26, 2008.

The Chapter 11 Actions are identified by Plan chapter, responsibility, and importance, as they were ranked by the Comprehensive Plan Steering Committee, other stakeholders, and the Council in late 2004.

The September 2010 Plan Status Report indicates new or added information underlined, along with deleted information. All but three Actions have been addressed, and 32 Actions (three during this period) have been fully addressed, or completed. The remaining Actions are slated to be addressed in the near future. The attachment "Comprehensive Plan Actions Summary" shows the total number of Actions adopted, along with a breakout of short range, medium range, and long range Actions completed, in progress or pending for the last report and this report.

The results of this status report will also be shared verbally or in writing as requested with other stakeholders within the community, including the Taylor ISD, Capitol Area Rural Transportation System (CARTS), the John's Community Hospital Board, the Interagency

Support Council of Eastern Williamson County, and others who are interested in the implementation of the Plan.

3. FINANCIAL/BUDGET

N/A

4. RECOMMENDATION

On August 11, 2010, the Comprehensive Plan Implementation Committee voted to recommend approval of the attached Comprehensive Plan Implementation Status report.

5. TIME LINE CONSIDERATIONS

None

6. REFERENCE FILES (Attachments)

15a [Status Report](#)

15b [Status Review - 2010](#)

City of Taylor Comprehensive Plan Implementation Status Report September 2010

Comprehensive Plan Chapter 11: Ranked by Priority Score

Priority Score: 51 Responsible Department: City Planning, County – Grants Admin.

Number 28, Chapter 5, Housing. Time Range: Short

Objective H1: Stabilize neighborhoods with sound, but aging housing through requiring and assisting in the rehabilitation of substandard housing and the demolition of dilapidated housing throughout Taylor.

Action H1.1: Work with Williamson County in the development of their 5-Year HUD Consolidated Plan for use of CDBG funds. This will help ensure that the City will get its fair share of CDBG funds for housing rehabilitation and infrastructure repairs.

Status:

The City has been approved for a grant to construct six (6) new homes under the Texas HOME OCC grant program, which will begin during this year. From 2004 - 2007, the City participated in this same HOME OCC grant program to build eight (8) new homes for low income residents. (Housing is not an identified high priority in the County's Consolidated Plan.) City staff is also working to identify dilapidated housing for demolition and reintroduction as affordable housing. During 2008 and 2009, Habitat for Humanity built two homes on property donated to them by the City. This is expected to be an on-going project for the next few years. The City has also received several CDBG Grants (\$900,000) to improve the drainage in the Dickey Street area, but was not awarded funding during 2009. In 2009 the Senior Resource Center received CDBG funds to turn the former TISD middle school into a Senior Resource Center. The funds assured the site to be handicapped accessible.

Priority Score: 49 Responsible Department: City Planning, CARTS

Number 45, Chapter 6, Transportation Time Range: Ongoing

Objective T2: Explore alternative transportation modes that could be available to the residents of the City.

Action T2.3: Work with CARTS to expand existing routes to provide service to major retail and service establishments within the City.

Status:

CARTS has begun construction on its Transportation Terminal on West Second Street (Groundbreaking was held on the week of August 2, 2010.) ~~CARTS plans on constructing a Transportation Terminal in Taylor on West Second Street,~~ which will include a small waiting room, parking, fueling station, and a location to store buses. CARTS completed a transit plan for Williamson County in 2003. This plan identified Taylor as one of the most likely towns where a

bus route would work the best. CARTS and the City will continue to explore transit options for Taylor commuters.

Priority Score: 48 Responsible Department: City Planning, Engineering

Number 19, Chapter 4, Land Use. Time Range: Ongoing

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

Action L3.5: Locate large commercial and industrial activities along the more accessible roadways, ones that can handle truck traffic without negatively impacting adjacent residential land uses—the Loop, appropriate portions of Business 79, FM 397 FM 973.

Status:

KG Industries has begun construction on its new facility in the Mustang Creek Industrial Park, with Groundbreaking ceremonies on August 11, 2010. Additionally the Heartwood complex on North Main Street was purchased at auction by a developer for possible demolition and construction of a new use. Other new commercial along arterial roadways includes ERCOT, Sirloin Stockade, Whataburger, Tractor Supply, Kunisch Wellness Center, CVS, Walgreen's, Wal-Mart, HEB, and Chicken Express. During 2008 the City contributed towards the upsizing of sewer and water for two commercial development projects along US 79 (Dialysis Center and Mini storage) to accommodate future growth in this area. TEDC exchanged property with the city of Taylor in September 2008 to develop Walnut Creek Business Park along FM 112 and Hwy 79. During February 2009 City Council designated a Reinvestment Zone for the large industrial structure along Carlos G. Parker Blvd. In July 2009, the TEDC secured an option to purchase 139 acres for future projects. Once the area is annexed, the entire tract needs to be zoned M-2, Heavy Industrial. The City and the TEDC also worked with a development company to assemble 50 acres in north Taylor for a mixed use project. During 2010 several potential business locations may occur in Taylor, including the Eastern Williamson County Higher Education Center in the Big Industrial building on Carlos G. Parker Blvd. Recent annexations have allowed the City to zone newly annexed areas for commercial and industrial development as appropriate for future uses.

Priority Score: 47 Responsible Department: City Management, Engineering

Number 41, Chapter 6, Transportation Time range: Ongoing

Objective T1: Ensure the road system in the City provides appropriate access for residents while discouraging commercial traffic in neighborhoods.

Action T1.2: Work with the City of Taylor and develop a program that allocates city funds to repair and/or replace streets that will benefit the community as a whole.

Status:

Funding is allocated for street repair annually (approximately \$500,000 per year); several streets are resurfaced each year. During 2008, approximately six (6) to seven (7) miles, or 8% of the City's roadways have been resurfaced. No funds have been identified for roadway improvements for 2009 or 2010 due to the economic recession and subsequent drop in local revenues.

Priority Score: 46 Responsible Department: City Planning, Main Street, CARTS, TXDOT, Union Pacific

Number 46, Chapter 6, Transportation Time range: Short

Objective T2: Explore alternative transportation modes that could be available to the residents of the City.

Action T2.4: Continue to work with Taylor's Main Street program, CARTS, TxDOT and the Union Pacific Railroad to assure the construction of an intermodal transportation facility to the City of Taylor.

Status:

CARTS received an intercity bus transit grant in 2003 to build an intermodal depot in Taylor which will provide local commuters multi-modal transportation alternatives. The multi-modal transportation alternatives was never approved by the railroad authorities, thus CARTS has begun construction on its Transportation Terminal at a different location on West Second Street (Groundbreaking was held on the week of August 2, 2010.) ~~CARTS has submitted a site plan which is under review for construction of a Transportation Terminal on West Second Street as noted above in T2.3.~~

Priority Score: 46 Responsible Department: City Planning, Main Street, CARTS, TXDOT, Union Pacific

Number 46, Chapter 6, Transportation Time range: Short

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

Action L3.7: Coordinate with the Economic Development plan to attract specific desired uses (retail, cinema, entertainment, etc.) through targeted recruiting and incentives.

Status:

The City Leadership annually attends the ICSC Annual conference to raise the Taylor profile and recruit retail and service industries to Taylor. The Taylor Marketing Team continues to develop and implement marketing strategies to market Taylor. Taylor EDC continues to work with the City, businesses, and potential developers to attract new industries. ~~e.g. new businesses brought to Taylor recently include Burrows Manufacturing and Flyrite Choppers.~~ TEDC has exchanged

property with the City for economic development in the future. In 2Q 2008, TEDC facilitated local expansions for Flyrite Choppers, Blackland Publications dba Taylor Daily Press (who located in the Taylor ETJ) and Alliance Chemical. There were no new major employers added to Taylor in 2009, although the TEDC formally established a business retention program and worked with four local companies in 4Q 2009 and 1Q 2010 to recalibrate their loan agreements as part of a job-retention strategy. During 2010 KG Industries began construction of their new facility at Mustang Creek Industrial Park, which is a gun coating facility and has numerous overseas and US Government contracts. Also, AAA Storage on N Main Street was approved for expansion of its existing facility to add three more storage buildings with an additional 35,000 square feet.

Priority Score: 45 Responsible Department: City - Planning, Airport Board, Engineering, TxDOT

Number 52, Chapter 6, Transportation Time range: Ongoing

Objective T5: Ensure that all airport plans be incorporated into future City plans.

Action T5.2: Work with TxDOT and the Regional Airport developers on ensuring that the Taylor residents are kept informed of all decisions affecting this airport.

Status:

Future planning efforts will ensure all stakeholders are notified of airport activities including airport expansion using the internet, newspaper, and direct mailing. TEDC exchanged real property with the city of Taylor in September 2008 to facilitate expansion of the runway by giving the city necessary property for the RPZ that can be used as the local matching for future state/FAA grants (i.e. the extension of the runway). During 2009 the area around Taylor Airport was rezoned to Business Park 1 (BP-1), which will not allow residential uses or uses that include assembly of large crowds to avoid any accidents that typically occur around airports. Staff is working to integrate a Global Positioning System (GPS) for airport operations in the future.

Priority Score: 45 Responsible Department: WCCHD

Number 101, Chapter 10, Health & Human Services Time range: Short

Objective HH1: Work with area providers to expand and promote optimum health and human services for Taylor residents.

Action HH1.4: Strive to provide better and more coordinated information to people about the availability of services in Taylor.

Status:

John's Community Hospital maintains a web site for information pertaining to hospital services; Scott & White also maintains a web site for information. The Williamson County and Cities

Health District has upgraded their web site www.wcchd.org to include information on public health alerts and have started distributing the prescription drug discount card. the Interagency Council's website also has links to service provider's websites and contact information and has produced a hard copy resource guide in conjunction with WBCO that is circulated around the community. The Old Middle/High School has been renovated as the Fred Switzer Senior Citizens Center, Meals on Wheels, Literacy center, Food bank. Still needed is a service provider tracking system to ensure that clients are not receiving duplicate services from various agencies. The Senior Center was opened for services on January 22, 2009 for Meals on Wheels, and in December 2009, approximately 1200 persons received food for the holidays with assistance from Interagency Support Council, Seton- Williamson, Johns Community Hospital, Kiwanis Club of Taylor, Thrall PTO, and the Lutheran Church. ~~Currently there is a Clothes Closet for Kids, and a Food Pantry located at the Senior Center. With the assistance of WBCO, food is available to about 40 persons per day, and for those who cannot pay there is no charge for this service. Other partnership agreements include:~~

- Taylor Area Ministerial Alliance (TAMA) will continue to house Shepherd's Heart Food Pantry at the senior campus. The food pantry provides basic assistance with food, clothing, and emergency shelter.
- Taylor CNET, located in the resource center, will continue to provide free computer access to anyone who enters the resource center, and CNET staff will support a computer class for older adults.
- WBCO, already located in the resource center, will continue to provide the Senior Nutrition Program, including both congregate meals and meals-on-wheels, and the Taylor Neighborhood Center, which provides financial support to individuals and families in the area who qualify for utility and rental assistance.
- TISD Clothes Closet, located in the resource center, will continue to provide clothing that meets the standards of the school dress code to children of local school districts who have been referred by a school nurse or counselor.
- The Switzer Senior Center will continue to provide recreational, social, and educational opportunities for anyone 50 and older.
- Johns Community Hospital will continue to support the center by providing the following services at least once a month: healthy living cooking class, exercise class, and health education class.
- Taylor YMCA will continue to support the center through providing an exercise class appropriate for seniors and people with disabilities once a week, and may trade land with TISD for future construction of a new exercise/fitness center.
- Lighthouse Hospice will continue to provide a monthly grief support group, quarterly medical forms seminars to support individuals and families in the center, and bi-annual SAVVY Caregiver Classes.
- The Alzheimer's Association will train two support group leaders and provide monthly materials and support to the leaders.
- CARTS will continue to provide free transportation to the center for people who are 60 and older and are registered with the WBCO Senior Nutrition Program.

- The Area Agency on Aging of the Capital Area (AAA-CA) will have a benefits counselor available to meet with seniors twice a month and a caregiver support/care coordination staff member once a month to assist seniors in locating benefits that they qualify for and review long-term care options that meet each individual's need. AAA-CA will also provide Matter of Balance classes to seniors bi-annually.
- Catholic Charities will provide an outreach worker once a month to the center to follow up with the services received from the AAA-CA benefits counselor by assisting seniors in the entire application process for state programs for which they qualify.

Priority Score: 45 Responsible Department: TISD, Interagency, TCAT, WCCHD, City - Planning

Number 116, Chapter 10, Health & Human Services

Time range: Ongoing

Objective HH3: Formalized planning relationship among the school district, Temple Community College, Williamson County, neighborhoods, and the City of Taylor by encouraging strong and continuing community and school relationships beyond the walls of facilities by utilizing the neighborhood as an educational resource.

Action HH3.8: Support the coordination of school programs and Temple Community College.

Status:

The East Williamson Higher Education Center (EWCHEC) will be an extension of the educational successes of Temple College at Taylor and will provide a portfolio of educational and workforce opportunities for the citizens of rural East Williamson County. The Community Based Mental Health Program funded by the St. David's Community Health Foundation set up a counseling office in the Williamson County Annex to assist families with children in Taylor, Granger, and or Coupland ISD to deal with issues effecting their achievement in school. A community task force has also been established to address issues concerning school achievement of African American Students. A K-8 section for social and educational purposes may be added. Taylor ISD also created a Career and Technical Education advisory board to connect industry with secondary-to-higher education.

Priority Score: 44 Responsible Department: City Planning

Number 1, Chapter 4, Land Use

Time range: Short

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

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

Status:

The Future Land Use Plan indicates appropriate areas for residential development. The Planning & Zoning Commission has begun to review potential areas for R-2 and R-3 development. This project has been delayed with the development of the Downtown Neighborhood District and the Business Park District. The Downtown Neighborhood District was approved by City Council during October 2008, and the Business Park District was approved during February 2009. Recent annexations have added land for ~~both~~ residential, ~~and~~ commercial and industrial development.

Priority Score: 44 Responsible Department: WCCHD, Interagency, United Way, Faith Based Community

Number 121, Chapter 10, Health & Human Services

Time range: Short

Objective HH4: Work with local organizations and providers to support services to meet food, clothing, shelter, transportation and other basic material needs.

Action HH4.1: Develop new and utilize existing partnerships between public agencies and private citizens to coordinate efforts that support food pantries and nutrition programs, especially for infants, children and the elderly, and other vulnerable populations.

Status:

WCCHD's Women, Infants and Children (WIC) program, the Taylor (and Georgetown) garden program including field trips for some elementary students, and the From the Garden to the Table Healthy Cooking classes are specifically responsive to this item. Planning efforts are in place with the Taylor Ministerial Alliance, Corporation for National and Community Service and Interagency Support Council to support efforts for the Senior Center in Taylor as well as a one stop social services center. The Interagency Support Council of East Williamson County, Inc. and the United Seniors of Taylor have formed a partnership with the Taylor Ministerial Alliance and Shephards Heart Food Ministries and opened a five day food pantry operation during 2008 at the Senior Resource Center. This resource will assist all the families in East Williamson County. WCCHD may assist in planting new gardens on Doak Street in the vicinity of the new Habitat homes. The first two Habitat homes were dedicated during 2009 and Keep Taylor Beautiful, City of Taylor, Duck University and Interagency Support Council built the second community garden on Doak Street during February 2009. The CHESS (Community Health Education Social Services) division of WCCHD provides a G3 program (Get fit, Get moving, Get healthy) to children and their parents/guardians of Williamson County. Cost is free, age requirements are 6-15 yrs of age, and must have a BMI >24. It's a 6 month program.

Priority Score: 43 Responsible Department: City Management, Engineering/Planning

Number 29, Chapter 5, Housing

Time range: Ongoing

Objective H1: Stabilize neighborhoods with sound, but aging housing through requiring and assisting in the rehabilitation of substandard housing and the demolition of dilapidated housing throughout Taylor.

Action H1.2: Invest in road repairs in the declining residential areas, particularly Subareas C, D and G. The poor street conditions lead to lowered property values, poor navigation, poor drainage and general decay of the neighborhoods.

Status:

The City has increased investment for road repairs over the years and established a program for road repair and maintenance. The Dickey Street Drainage Project cost a total cost of \$1.3 million, with approximately \$34,000 spent during 2010 from previous year's grant funding. The City is also in the process of establishing a Municipal Drainage Utility District citywide. ~~However no new funding was authorized for roadway improvements during the 2009-2010 fiscal year due to the economic recession and subsequent drop in revenues.~~ The City Council will address the issue of how to establish the fees with potential for some allowances for credits for newly constructed site with existing drainage improvements on the site.

Priority Score: 43 Responsible Department: City Planning

Number 39, Chapter 5, Housing Time range: Short

Objective H5: Encourage the development of new larger homes and high-end retirement developments in Taylor and its ETJ.

Action H5.2: Provide appropriate land use designations, zoning if applicable, and development guidelines for new subdivisions of larger homes for professionals commuting to surrounding employment centers.

Status:

Changes were made in the zoning text for larger residential lot sizes. The City also recently adopted the updated Economic Development Incentives Guidelines which includes incentives for "upper-end" housing. However, the recent downturn in the economy has put this project on hold.

Priority Score: 43 Responsible Department: City Planning, Engineering

Number 40, Chapter 6, Transportation Time range: Ongoing

Objective T1: Ensure the road system in the City provides appropriate access for residents while discouraging commercial traffic in neighborhoods.

Action T1.1: Use the Thoroughfare Plan to determine where arterial and collector streets are needed in new residential and commercial developments.

Status:

The Thoroughfare Plan is consulted each time a new development is proposed to determine need for right of way for arterial and collector streets. The City recently agreed to assume maintenance of West Second Street from TxDOT which will happen once the project is completed to allow for Williamson County bond funds to be expended for roadway and the drainage system improvements. The City has agreed to provide funding for the relocation of utilities. The Chandler Boulevard extension, which ~~began construction during early~~ should be completed during late 2010, is part of the future loop system.

Priority Score: 43 Responsible Department: City Planning

Number 53, Chapter 6, Transportation Time range: Ongoing

Objective T5: Ensure that all airport plans be incorporated into future City plans.

Action T5.3: Review all development in and around the flight zones in accordance with the Future Land use plan to ensure the protection of any future neighborhoods as well as preserving the functional ability of the airport.

Status:

Additional land for the runway protection zone (RPZ) to accommodate the runway extension to 5,000 feet was received from the TEDC. The City has also completed the Business Park Zoning District and has completed the Airport Height Hazard Protection ordinance. The existing tie downs for airplanes are being monitored more closely with a daily report and log. RFP's submittals will be reviewed during September 2010 in regards to the removal of airport penetrations (utilities, trees, etc.) with the \$250,000 grant from TXDOT Aviation received this year.

Priority Score: 43 Responsible Department: TISD, Interagency, TCAT, WCCHD, City - Planning

Number 117, Chapter 10, Health and Human Services Time range: Ongoing

Objective HH3: Formalized planning relationship among the school district, Temple Community College, Williamson County, neighborhoods, and the City of Taylor by encouraging strong and continuing community and school relationships beyond the walls of facilities by utilizing the neighborhood as an educational resource.

Action HH3.9: Work with Temple Community College to promote life-long learning opportunities for residents of Taylor and encourage the broadest possible use of the library, Taylor CNET, and other existing facilities throughout the city, focusing on developing these resources in neighborhoods.

Status:

TISD will invite Temple College to participate in Community Education Courses for local residents in the Taylor area. A welding class was developed by TCAT in Taylor, which may return during the next year at EWCHC, and biomedical equipment has also been obtained. The

Interagency Support Council of East Williamson County, Inc. will work with Temple College on holding lifetime learning classes at the Senior Resource Center. The Interagency Support Council recruited two VISTA volunteers during 2009 (Volunteer in Service to America) and they will schedule classes and set the calendar for enrichment classes at the Senior Center. In 2010 funds are being sought to complete the conversion of the former TISD High/Middle School into an Aging and Disabled Resource Center will a full array of services including a Senior University.

Priority Score: 43 Responsible Department: TISD, Interagency, TCAT, WCCHD, City - Planning

Number 118, Chapter 10, Health and Human Services Time range: Short

Objective HH3: Formalized planning relationship among the school district, Temple Community College, Williamson County, neighborhoods, and the City of Taylor by encouraging strong and continuing community and school relationships beyond the walls of facilities by utilizing the neighborhood as an educational resource.

Action HH3.10: Work with Taylor ISD and Temple Community College, community organizations, state of Texas and Williamson County to develop strong linkages between education and training programs and employability development resources.

Status:

The Eastern Williamson County Higher Education Center (EWCHEC) is being developed with a master plan for land use and will consider joint usage of school and park facilities. A bond for \$42 M was approved during the Fall of 2008 to construct a new high school for TISD, in conjunction with EWCHEC. EWCHEC has been delayed to some extent due to the funding mechanism for this project, and may locate at the Big Industrial Building on FM 397 sometime this year.

Priority Score: 42 Responsible Department: City Planning, County, TISD

Number 4, Chapter 4, Land Use Time range: Short

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

Action L1.4: Coordinate, through interlocal agreement, partnerships and action committees, City, County and school district facilities planning and land acquisition that will create joint usage school and park facilities.

Status:

The original EWCHEC campus was to be developed with a master plan for land use and will consider joint usage of the college, high school and park facilities. The Taylor ISD passed a bond election during November 2008 to build a new high school, among other items. EWCHEC will potentially locate at the Big Industrial Site on FM 397.

Priority Score: 42 Responsible Department: City Code Enforcement

Number 12, Chapter 4, Land Use Time range: Ongoing

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

Action L1.12: Support the continued rehabilitation and restoration of the Downtown Neighborhoods through appropriate, but considerate code enforcement.

Status:

2003 IEBC (electrical) and IPMC (property maintenance) codes were adopted in 2005 to address existing buildings and maintenance issues. The Downtown Neighborhood Zoning District was established in 2008 to encourage walkability, preservation of neighborhoods, and the development of small businesses in the new area. The City has increased Code Enforcement during the past two years, including enforcement of demolition requirements for dilapidated structures. The City is also developing a new Downtown Plan, and encouraging stakeholders to be involved in this process to help determine the best uses for this area. The old City Hall at Heritage Park will also be considered for rehabilitation or demolition during this process.

Priority Score: 42 Responsible Department: City Code Enforcement

Number 103, Chapter 10, Health and Human Services Time range: Short

Objective HH1: Work with area providers to expand and promote optimum health and human services for Taylor residents.

Action HH1.6: Create with Economic Development and local health care providers a recruitment strategy to secure more CHIP, Medicaid and Medical Specialty providers.

Status:

John's Community Hospital continually recruits for physicians on an ongoing basis for CHIP, Medicaid and Medical Specialty providers. However, labor and delivery and mental health services are still lacking in the Taylor area. During this quarter a Board Certified Psychiatrist has been contracted to see students in Taylor when they are referred by the school based mental health staff. The CHESS division (Community Health Education Social Services) of WCCHD is looking to have a Case Manager working out of the Taylor WCCHD office 2 days a week starting in early 2010. See number 101 above.

Priority Score: 42 Responsible Department: TISD, Interagency, TCAT, WCCHD, City - Planning

Number 112, Chapter 10, Health and Human Services Time range: Ongoing

Objective HH3: Formalized planning relationship among the school district, Temple Community College, Williamson County, neighborhoods, and the City of Taylor by encouraging strong and continuing community and school relationships beyond the walls of facilities by utilizing the neighborhood as an educational resource.

Action HH3.5: Coordination of the City capital improvement and functional plans with school district plans.

Status:

TISD works with the City and the City Engineer to coordinate future planning and development issues with the city. The use of East 5th Street between North Main Street and Porter Street by closure of this street has been approved by the City from the Fall of 2010 for a maximum of 2 years to allow for four portable buildings for the Legacy Early College High School Program

Priority Score: 41 Responsible Department: City Planning

Number 3, Chapter 4, Land Use Time range: Medium

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

Action L1.3: Establish open space easements, linear parks, and trails in and around residential areas for accessibility and “walkability.” Require dedication or provision of land in the Subdivision Regulations platting process.

Status:

The Subdivision Ordinance requires the dedication of land or the payment of fees in lieu of park land dedication. This provision will need to be reviewed to ensure adequate land is included or the fee is reflective of the recreational needs in our community. Bike and Pedestrian Trails were extended through Murphy Park and Bull Branch Park via State Park grants and city contributions. The new Downtown Neighborhood Zoning District also promotes walkability. An additional park grant was applied for during early 2010 which may also help walkability in the community.

Priority Score: 41 Responsible Department:, City Planning, Engineering

Number 44, Chapter 6, Transportation Time range: Long

Objective T2: Explore alternative transportation modes that could be available to the residents of the City.

Action T2.2: Provide trails, sidewalks and crosswalks on all arterial and collector streets.

Status:

~~The City received a grant of \$1.4 million from STPMM (Surface Transportation Program Metropolitan Mobility) for a bike pedestrian paved pathway from south of the Downtown area north to Wal Mart on the west side of North Main Street, but recently turned back the funding due to the large matching funds required. A Safe Routes to School grant of \$750,000 was received by the City for sidewalks connecting schools on the north side of the City, and this project is now complete, under construction, due to be complete during March 2010. The Trail System continues to be developed as noted above.~~

Priority Score: 41 Responsible Department: City Planning, Airport Board, Engineering

Number 51, Chapter 6, Transportation

Time range: Ongoing

Objective T5: Ensure that all airport plans be incorporated into future City plans.

Action T5.1: Work with the area residents and develop a plan that works with the existing local airport to ensure that the airport does not hinder growth in this part of the City.

Status:

The City adopted the Airport Height Hazard Zoning during early 2008 to ensure compatibility with neighboring areas as well as updated FAA regulations. The City has developed the Business Park Zoning District as shown on the Future Land Use Plan that will include land use limitations around and near the airport. **Complete**

Priority Score: 41 Responsible Department: WCCHD, Interagency, United Way, Faith Based Community, City Planning/TISD

Number 122, Chapter 10, Health and Human Services

Time range: Short

Objective HH4: Work with local organizations and providers to support services to meet food, clothing, shelter, transportation and other basic material needs.

Action HH4.2: Develop new and utilize existing partnerships to explore the use of existing facilities and co-location of services, including joint use of schools, the City of Taylor and Williamson County facilities, to make services more available in the neighborhoods.

Status:

In partnership with the Taylor ISD, the United Seniors of Taylor, the Interagency Council, WBCO, and other social service providers, the old Taylor Middle/High School is the site of the new Taylor Senior Center and Resource Center. The Center will house the Meals on Wheels program, Shepherd's Heart Food Pantry, Senior Activities, Neighborhood Center, and so on. The renovations and full operations was completed early 2009. The senior nutrition site has opened and a full functioning senior center is being developed by the United Seniors of Taylor, the Interagency Support Council, and Williamson Burnet County Opportunities. In 2010 funding is

being sought to complete the Senior Resource Center into a stated funded Information and Referral Center for seniors and children with disabilities.

Priority Score: 40 Responsible Department: TISD, Interagency, TCAT, WCCHD, City - Planning

Number 17, Chapter 4, Land Use Time range: Ongoing

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

Action L3.3: Upgrade utilities and roadways, as needed, in areas designated for commercial, business park and industrial uses on the Future Land Use Plan to attract new and expanding development.

Status:

Taylor continues to participate in funding the upsizing of water and wastewater installations associated with new development. The city has participated with developers along US 79 for upsizing of water and wastewater lines. The City also participated in the installation of the wastewater line up the east side of US 95. New water towers and water lines are being installed during 2009-2010 to increase water pressure in the upper plane of the city. City of Taylor ~~will participate~~ is participating in extension of water and wastewater lines to the new Taylor High School, opening up another development corridor in Southwest Taylor.

Priority Score: 40 Responsible Department: City Planning, Taylor Housing Authority

Number 30, Chapter 5, Housing Time range: Short

Objective H1: Stabilize neighborhoods with sound, but aging housing through requiring and assisting in the rehabilitation of substandard housing and the demolition of dilapidated housing throughout Taylor.

Action H1.3: Work to assist non-profits in acquiring a state CHDO (Community Housing Development Organization) status and apply for state HOME funds for new low-income housing and housing rehabilitation.

Status:

The city received a State grant program (HOME) to build housing for low income residents (7 homes were demolished and rebuilt), and a new grant application was approved during 2008 to build 6 new homes during 2009-2010. City Council approved the creation of a CDC (Community Development Corporation) during late 2008, and board members were appointed by Council during 2010. Habitat for Humanity has partnered with the City and is building new homes in Taylor. The first two homes were built on Doak Street with plans to build more homes through out the City in conjunction with the City's "214" program, and other homes are planned for construction.

Priority Score: 40 Responsible Department: City Planning, Taylor Housing Authority

Number 32, Chapter 5, Housing Time range: Short

Objective H1: Stabilize neighborhoods with sound, but aging housing through requiring and assisting in the rehabilitation of substandard housing and the demolition of dilapidated housing throughout Taylor.

Action H1.5: Seek partnerships with public and private entities to eliminate dilapidated housing.

Status:

Through the City's "214" program, the code enforcement staff is working to identify dilapidated housing through out the community. 17 structures were demolished during 2008, and 15 were demolished during 2009, and one during 2010 (due to budget constraints) with an additional 14 approved for demolition. The plan is to clear the lots and foreclose on the properties. Once the City has ownership, affordable homes or new homes can be built on these lots. The 32 lots that have been cleared are going through the delinquent tax sale process. A private sector partner is currently Habitat for Humanity who has built two homes on city owned land located on Oak Street.

Priority Score: 40 Responsible Departments: Interagency, WCCHD, City Planning

Number 127, Chapter 10, Health and Human Services Time range: Ongoing

Objective HH6: Work with local organizations to celebrate diversity through community activities and events that recognize different groups

Action HH6.1: Improve access to City and community services and to remove obstacles that keep people from receiving the services they need.

Status:

John's Community Hospital provides access to all persons within the community that need medical care. The Ministerial Alliance and Shepherds Heart Food Alliance and Interagency will encourage other social service providers to join them at the Senior Resource Center and by 2009 to have a one stop shop for folks in need of social services. During 2009 there were 320 families receiving assistance with food each month through the Shepherd's Heart Food Pantry. WBCO Emergency Services served 18 families monthly with assistance and the TISD clothes closet distributed 543 coats during the month of December 2009. Mission of Mercy ~~will conduct~~ conducted a free dental workshop in June 2010 for free dental care for thousands of citizens from Williamson County, many from Taylor and East Williamson County. A total of 875 people were served, and a total of \$517,161 of free dental care was provided.

Priority Score: 40 Responsible Department:, Interagency, WCCHD, City Planning, Faith Based Community

Number 128, Chapter 10, Health and Human Services Time range: Ongoing

Objective HH6: Work with local organizations to celebrate diversity through community activities and events that recognize different groups

Action HH6.2: Enhance opportunities for people with low income, disabilities, limited English-speaking ability, and other barriers to service to participate fully in community life and to access assistance.

Status:

John's Community Hospital provides for equal access for low-income, disabled and persons with other barriers. The Ministerial Alliance and Shepherds Heart Food Alliance and Interagency will encourage other social service providers to join them at the Senior Resource Center and by 2009 to have a one stop shop for folks in need of social services.

Priority Score: 39 Responsible Department: City Planning, Engineering

Number 8, Chapter 4, Land Use Time range: Medium

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

Action L1.8: Ensure that streets, sidewalks, neighborhood parks, street lighting, drainage, and traffic control through design standard requirements.

Status:

Design standards are contained within the subdivision, zoning, sign and landscaping ordinances. Additional standards have been developed for the new Business Park and will also be developed for the Gateway Commercial Districts. The City Engineer has completed an engineering standards manual to address and standardize these design standards for all public works projects.

Priority Score: 39 Responsible Department: City Planning, Engineering, TxDOT

Number 8, Chapter 4, Land Use Time range: Medium

Objective T4: Ensure adequate access and circulation within the City.

Action T4.1: Complete continuous loop around Taylor to create additional access in and around the City.

The Thoroughfare Plan will be modified to show the new Chandler Road westward as a potential link for the new loop system in the mid-to distant future. Chandler Road construction began in Fall of 2009 from SH-95 in Taylor to CR 368, and should be completed by the Fall of 2010.

Priority Score: 39 Responsible Department: TISD, Interagency, TCAT, WCCHD, City Planning

Number 113, Chapter 10, Health and Human Services Time range: Medium

Objective HH3: Formalized planning relationship among the school district, Temple Community College, Williamson County, neighborhoods, and the City of Taylor by encouraging strong and continuing community and school relationships beyond the walls of facilities by utilizing the neighborhood as an educational resource.

Action HH3.5: Develop a cooperative school sidewalk program to enhance the safety, appearance, and access for neighborhood residents.

Status:

With the help of WCCHD, Taylor ISD, and other agencies, the City received a Safe Routes to School grant. This grant is ~~providing~~ has provided sidewalks throughout the northern portion of the city that lead to schools. ~~Construction of the sidewalks is currently underway.~~ The City also revised its sidewalk policies to encourage the placement and preservation of sidewalks for new and existing neighborhoods.

Priority Score: 39 Responsible Department: TISD, Interagency, TCAT, WCCHD, City - Planning

Number 114, Chapter 10, Health and Human Services Time range: Medium

Objective HH3: Formalized planning relationship among the school district, Temple Community College, Williamson County, neighborhoods, and the City of Taylor by encouraging strong and continuing community and school relationships beyond the walls of facilities by utilizing the neighborhood as an educational resource.

Action HH3.6: Develop recommendations of neighborhood plans when developing school sidewalk programs.

Status:

No formal planning relationship exists, but TISD and other agencies are willing to partner in the future for grant applications for school sidewalk programs or other mutually beneficial programs or services. The Safe Routes to School Grant was awarded to the City during 2008, and sidewalks ~~are now under construction.~~ have been constructed.

Priority Score: 39 Responsible Department: WCCHD, Interagency, Faith based Community, City - Police, Planning

Number 124, Chapter 10, Health and Human Services Time range: Medium

Objective HH5: Work with local organizations and providers to help individuals, families, and neighborhoods address their safety concerns.

Action HH5.1: Coordinate efforts that enhance strong family relationships and healthy child development and work in partnership with the county and state and community agencies to prevent violence and injury, in areas such as child abuse, sexual assault, domestic violence, and violence associated with substance abuse.

Status:

John's Community Hospital provides screening services for domestic violence and works closely with local law enforcement on this issue. WCCHD staff are required to take child abuse reporting/training every year. WCCHD staff do report suspected child abuse. WCCHD staff provide information and resources to adult clients who are (suspected to have been) victims of domestic violence. A member of the Interagency Support Council Staff has received her certification as a master trainer for early brain development and is the only certified trainer in Williamson County. All child care facilities in Taylor have received this training for their staff. The Interagency Support Council child development staff and the TISD staff finalized the 40 asset survey and established a community steering committee to work on developing 40 assets for all our children. The Interagency Support Council with support from the St. David's Community Foundation provides School Based Mental Health Services to TISD students. In school year 2008/09 324 students received services. There were 44 shaken baby sessions given in 2009, and all day care staff received certification for shaken baby and brain development through training provided by the Interagency Support Council. The CHESS department of WCCHD offers a Safe at Home program, which is a child injury prevention program that teaches parents and guardians of children 0-4 how to reduce their child's injury risks related to cars, choking, burns, drowning, falls, and poisoning. The parent completes a short computer survey, then receives information on their risk from their Doctor. This is offered at the Taylor Health Center.

Priority Score: 38 Responsible Department: WCCHD, Interagency, Faith based Community, City Planning, Police

Number 6, Chapter 4, Land Use Time range: Medium

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

Action L1.6 Establish new criteria for street and lot layout to achieve desirable neighborhoods that are pedestrian and park oriented.

Status:

The Downtown Neighborhood District was adopted to address, among other things, pedestrian access through the neighborhood. Bike and pedestrian pathways are being developed to help connect residential areas. The new Engineering Manual also addresses these design concerns. During early 2010 the city ~~will potentially adopt~~ adopted the new "Park" zoning district which will help identify what uses will be allowed in this District.

Priority Score: 38 Responsible Department: City Planning, Engineering

Number 7, Chapter 4, Land Use Time range: Medium

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

Action L1.7: Extend existing trail systems to create linear park linkages through new developments. Require inclusion of trails in the platting process through design and park dedication.

Status:

Requiring trails in the platting process has not yet been addressed in the ordinance. Parkland dedication (5% of total development not in the floodplain) is required with residential development of 20 acres or more. Also, the City extended trails through Bull Branch Park, Murphy Park, and Robinson Park with local and State grant funds, and continues to purchase land that may be used for the extension of the park trails within the City.

Priority Score: 38 Responsible Department: City Planning, TEDC

Number 23, Chapter 4, Land Use Time range: Medium

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

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

Status:

The city recently adopted the new "Institutional" zoning District to comply with the Institutional designations shown on the existing Future Land Use Plan. The "Downtown Neighborhood" zoning District was also adopted to encourage walkability and mixed-use activities. Another district that still need to be adopted is the Gateway District, which will adopt standards for uses at the main gateway entrances to the city.

Priority Score: 39 Responsible Department: WCCHD, Interagency, Faith based Community, City - Police, Planning

Number 124, Chapter 10, Health and Human Services Time range: Medium

Objective T3: Create a “front door” entry and identity for the City.

Action T3.2: Require that major entry roads reflect the character of Taylor with landscaping, additional setbacks, preservation of existing trees and planting of additional trees.

Status:

These regulations are not yet included in the City's codes. TxDOT completed landscaping work within their right of way in the city's entry areas on US 79 and US 95. Code enforcement efforts have been enhanced on the major thoroughfares. Additional landscaping policies are pending for the "Gateway Zoning" district. Taylor EDC president offered to assist the city in establishing a public-private Gateway Improvement District for beautification of the major gateways into Taylor, starting first with second street revitalization and SH-95.

Priority Score: 38 Responsible Department: City Planning, Engineering

Number 6, Chapter 4, Land Use Time range: Medium

Objective T4: Ensure adequate access and circulation within the City.

Action T4.2: Improve appearance and function of streets so that they are similar to Lake Drive through landscaping and sidewalks to increase “walkability” and access.

Status:

Sidewalks are required for all newly platted residential and commercial areas to increase walkability and access. West 2nd Street received funding for renovation and rehabilitation and will address, to some extent, these aesthetic issues. Newly platted areas will also be required to install new sidewalks or request to pay a “fee-in-lieu” when construction occurs on the property.

Priority Score: 38 Responsible Department: WCCHD, Interagency, United Way, Faith Based Community, City Planning

Number 123, Chapter 10, Health and Human Services Time range: Medium

Objective HH4: Work with local organizations and providers to support services to meet food, clothing, shelter, transportation and other basic material needs.

Action HH4.3: Develop new and utilize existing partnerships to encourage effective, efficient community-based and community-delivered services using a combination of public, private, community and personal resources.

Status:

Interagency Council is working on extending the opportunity for needy citizens to obtain emergency food and clothing. In the past, WCCHD has done ISD-based Youth Activity Weight and Nutrition (YAWN) surveys. Results are on the WCCHD website and the WCCHD epidemiologist may be able to provide additional data or resources for Taylor. The development

of the Senior Resource Center where Meals on Wheels, Utilities Assistance and Food will be available to people in need will enhance the quality of life in Taylor. The next YAWN surveys will coincide with the start of the 2010 school year. A VISTA volunteer has been recruited by the Interagency Support Council with a nutrition background and will be developing a nutrition plan with Duck University to address some of the challenges of our families with limited resources for food. During 2009 the second Taylor Community garden was developed at Doak and Rio Grande thanks to the Interagency Support Council and Keep Taylor Beautiful as well as Duck University. Nineteen families gardened at the new site and contributed 88 lbs of produce to the Senior Center in 2009. An herb garden was also designed and planted at the Taylor Senior Center in 2009 with monthly classes given on the creative ways to include herbs in your daily meals. During 2010 the City made available the City Hall Auditorium to provide lunch to the Legacy Early College High School Program, as well as the use of East 5th Street between North Main Street and Porter Street for four portable buildings for this program.

Priority Score: 37 Responsible Department: City Planning, TEDC

Number 31, Chapter 4, Land Use Time range: Medium

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

Action L3.8: Provide existing businesses economic development programs, incentives, and assistance for expansion and or relocation to areas designated on the Future Land Use Plan.

Status:

TEDC and the City have policies to assist existing businesses. The City updated their Economic Development Incentives Guidelines in late 2008 that include policies that incentives new and local businesses. The TEDC, Chamber and the City assist with local business retention and expansion efforts via the newly formed "BR & E" partnership. Tracking software was purchased and interlocal agreements were approved between the Chamber and the City; and the Chamber and the TEDC. In late 2008, the City and The TEDC exchanged land to allow TEDC to develop another industrial park on an 87-acre tract of land. The TEDC also adopted Economic Development Incentives Guidelines in February 2010. The Blackland Prairie's restoration project was created as a biology-education and passive recreation center at the new Taylor Regional Park. In 2009, the TEDC worked with Temple College and TSTC to secure \$805,000 from the Legislature to establish an electro-mechanical training center as part of EWCHEC to support existing and new industrial employers' needs.

Priority Score: 37 Responsible Department: City Planning

Number 47, Chapter 6, Transportation Time range: Long

Objective T3: Create a "front door" entry and identity for the City.

Action T3.1: Develop a design for city entrance signs and landscaping that reflect the character of Taylor.

Status:

Designs for city entrance signs and landscaping are pending creation of the Gateway Zoning district. In Summer 2009, the city adopted the community brand “The Zest of Texas” and the Taylor Marketing Team began an internal and external marketing campaign to promote a better image of Taylor. Taylor EDC president offered to assist the city in establishing a public-private Gateway Improvement District for beautification of the major gateways into Taylor, starting first with second street revitalization and SH-95.

Priority Score: 36 Responsible Department: City Planning

Number 9, Chapter 4, Land Use Time range: Long

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

Action L1.9: Require and/or install appropriate landscaping along major arterials and local streets. Develop requirements and list of approved plants and materials.

Status:

No action has taken place on this goal. The City's Landscaping Ordinance does cover most of the intent of this goal, but does not highlight the major corridors as opposed to any other part of the City. The Landscaping Plan contains a list of appropriate plants and trees for Taylor's climate.

Priority Score: 36 Responsible Department: City Planning

Number 18, Chapter 4, Land Use Time range: Long

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

Action L3.4 Create a Business Park Zoning District that encourages attractive, quality development in a campus setting, particularly around the Airport.

Status:

The Business Park Zoning District was approved during February 2009. This District will encourage airport related uses near the airport, as well as additional retail and commercial uses within those areas designated for business park uses. **Complete**

Priority Score: 36 Responsible Department: WCCHD, Interagency

Number 107, Chapter 10, Health and Human Services Time range: Long

Objective HH2: Work with area providers so that health and human services are supported and delivered in an effective and efficient manner.

Action HH2.1: Establish a strategic planning committee to develop and review recommendations periodically on public accessibility to various health and human services facilities, to include effectiveness of the public transit system.

Status:

CARTS has recently ~~submitted plans~~ begun construction for a Transportation Terminal at West Second Street, which will allow for a small bus terminal, as well as an area to store CARTS buses, parking areas for bus users and a fueling station for their propane buses. A comprehensive steering committee has been formed in 2010 to develop a request to the Department of Aging and Disabled Services for funding a comprehensive Aging and Disabled Resource Center for Williamson and Bastrop Counties located in Taylor at the former Middle/High School.

Priority Score: 35 Responsible Department: City Planning, Habitat for Humanity, CHDO

Number 35, Chapter 5, Housing Time range: Long

Objective H3: Assist in the provision of new low-income rental and ownership units, and a variety of housing to meet the needs of Taylor's growing and changing population.

Action H3.2: Support the development of a volunteer home repair service for the elderly and disabled.

Status:

Habitat for Humanity began construction of single family homes during 2008 and continued into 2009. However, a volunteer driven effort to help repair homes is not yet available. The local Kiwanis Club occasionally installs ramps to homes for needy residents about once per quarter.

Priority Score: 34 Responsible Department: City Planning, Main Street, TEDC

Number 26, Chapter 4, Land Use Time range: Long

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

Action L4.3 Create a Community Development Corporations (CDCs), and Community Housing Development Organizations (CHODOs) to address redevelopment and new housing.

Status:

The City has formally created a Community Development Corporation (CDC) and appointed a Board for the organization to help with affordable housing, small business assistance/development, and neighborhood redevelopment.

Priority Score: 34 Responsible Department: City Planning, Building Inspections

Number 37, Chapter 5, Housing Time range: Long

Objective H4: Assist in the preservation and rehabilitation of historic housing units.

Action H4.1: Revisit the housing code regarding historic preservation and rehabilitation. Investigate the use of alternative or sub codes for rehabilitation of older buildings. Currently the cost to bring historic homes up to the current building code and to the codes of historic preservation make the investment too costly.

Status:

See Action H1.4 above.

Priority Score: 34 Responsible Department: WCCHD, Interagency

Number 106, Chapter 10, Health and Human Services Time range: Long

Objective HH2: Work with area providers so that health and human services are supported and delivered in an effective and efficient manner.

Action HH2.1: Establish a strategic planning committee to develop and review recommendations periodically on manpower and expertise of the labor force needed to meet current and projected health and human services needs.

Status:

See Action HH2.1 above.

Priority Score: 33 Responsible Department: City Planning

Number 11, Chapter 4, Land Use Time range: Long

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

Action L1.11 Permit, through the zoning ordinance, second story residential uses in the downtown area.

Status:

This is permitted in the Downtown Neighborhood District. Residential uses are now allowed within the downtown area but several code concerns need to be clarified such as fire rated walls for mixed use occupancies, and parking, for example. The first rezone to Downtown Neighborhood happened during 2009 within an area that was zoned Industrial, but the rezone to DN will now allow a home to be placed on the lot. **Complete**

Priority Score: 33 Responsible Department: City Planning

Number 27, Chapter 4, Land Use Time range: Long

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

Action L4.4: Direct compatible new construction (infill) on vacant lots or as replacement of deteriorated structures through CDCs, CHDO, reduced development fees, low interest bank loans, City acquisition and resale.

Status:

A CDC was created for the City of Taylor during late 2008 (See Action L4.3 above). Resale of lots has occurred within and adjacent to the downtown area. Infill is encouraged and incentivised through the Enterprise Zone and the Neighborhood Empowerment Zone (half price permit fees, etc.) within the downtown and within the older existing areas of the City.

Priority Score: 33 Responsible Department: City Planning

Number 34, Chapter 5, Housing Time range: Long

Objective H3: Assist in the provision of new low-income rental and ownership units, and a variety of housing to meet the needs of Taylor's growing and changing population.

Action H3.1: Provide appropriate land use designations, zoning if applicable, and development guidelines for a senior housing complex with independent living, assisted living and nursing home care for the aging population who are no longer able to care for their homes.

Status:

Specific future policies are pending. The Gardens of Taylor is the latest independent living facility for seniors within the Taylor area. Other developers have evaluated Taylor as a good market for senior housing. During 2009 SPJST completed the addition of 36 units to their assisted living facility on Lakeview Drive.

Priority Score: 33 Responsible Department: City Planning, WCCHD, Interagency, Faith Based Community

Number 131, Chapter 10, Health and Human Services Time range: Long

Objective HH6: Work with local organizations to celebrate diversity through community activities and events that recognize different groups

Action HH6.5: Support community efforts that work toward achieving a diversity of ages, incomes, household types and sizes, and cultural backgrounds throughout the City of Taylor.

Status:

The City has not developed any formal policies to this effect. However, the Council has supported applications for Housing Tax Credits in the past for senior housing.

Priority Score: 33 Responsible Department: City Planning, WCCHD, Interagency, Faith Based Community

Number 132, Chapter 10, Health and Human Services Time range: None stated

Objective HH6: Work with local organizations to celebrate diversity through community activities and events that recognize different groups

Action HH6.6: Coordinate the planning effort to assess the need for a Community Health and Human Services Center which would include a senior citizen center.

Status:

The United Seniors of Taylor has recently opened a center to be used by Taylor senior citizens for the betterment of their lives by offering various activities, fellowship and learning experiences. Monies were received for repairs, renovation and furnishing of a local facility (the old Taylor Middle School) for this purpose See Objective HH2.1

Priority Score: 32 Responsible Department: TISD, Interagency, TCAT, WCCHD, City Planning

Number 108, Chapter 10, Health and Human Services Time range: Long

Objective HH3: Formalized planning relationship among the school district, Temple Community College, Williamson County, neighborhoods, and the City of Taylor by encouraging strong and continuing community and school relationships beyond the walls of facilities by utilizing the neighborhood as an educational resource.

Action HH3.1: Publicly recognize neighborhoods which have shown individual initiative to improve schools within their neighborhoods.

Status:

No formal program has been developed to initiate Neighborhood Planning and consequently recognize neighborhoods for their efforts to improve their areas. However other efforts are underway. The East Williamson County Interagency Council and Alcoa during 2009 paid for student leadership and extra activities with community partners. This provides opportunities for Duck University students in Taylor Independent School District's 21st Century Community Learning Center After School Program to improve reading, math, and science skills (The new TEA Grant expires May 2014). Gardens of Taylor, a low income senior citizen apartments, is providing training rooms for Duck Students and volunteers. The Interagency Support Council worked with Duck University to secure a partnership with Southwestern University to have their

students come to Taylor weekly to develop more neighborhood involvement and this quarter a talent show was organized and neighborhood families participated. See HH2.1

Priority Score: 32 Responsible Department: City Planning

Number 109, Chapter 10, Health and Human Services Time range: Long

Objective HH3: Formalized planning relationship among the school district, Temple Community College, Williamson County, neighborhoods, and the City of Taylor by encouraging strong and continuing community and school relationships beyond the walls of facilities by utilizing the neighborhood as an educational resource.

Action HH3.2: Establish incentives which encourage neighborhoods to support their schools.

Status: Within its PTA Program, the TISD makes babysitting and food available.

Priority Score: 30 Responsible Department: City Planning, Engineering

Number 43, Chapter 6, Transportation Time range: Long

Objective T2: Explore alternative transportation modes that could be available to the residents of the City.

Action T2.1: Provide designated on and off street bike routes.

Status:

Off street pedestrian and bike trails are being developed through state grants (Safe Routes and STPMM). The city completed a fee in lieu of sidewalk construction application during 2009 to allow individuals who are required to build sidewalks to apply to pay a fee of \$6.00 per square foot instead. No action has been taken to develop an updated policy or plan for on and off street bike routes outside of the Comprehensive Plan. A sidewalk plan will need to be developed in the near future to address how and where the sidewalk funds will be expended from the fee in lieu program.

Priority Score: 29 Responsible Department: City Planning, THA

Number 33, Chapter 5, Housing Time range: Long

Objective H2: Assist in the relocation of displaced tenants due to the demolition or renovation of rental housing.

Action H2.1: Work with non-profits, church and community groups to help provide assistance to displaced tenants by providing temporary shelter.

Status: Pending

Priority Score: 24 Responsible Department: City Planning

Number 38, Chapter 5, Housing Time range: Long

Objective H5: Encourage the development of new larger homes and high-end retirement developments in Taylor and its ETJ.

Action H5.1: Provide appropriate land use designations, zoning if applicable, and development guidelines for a new community for retirees, centered around a recreational facility. (Such a development is not dependent on the employment climate and could be sustained in the ETJ, while bringing more retail and support dollars to City businesses).

Status:

The City of Taylor adopted updated Economic Development Incentive Guidelines in August 2008 to encourage development of higher-end homes.

Comprehensive Plan Actions Summary - September 2010

	Adopted	Mar-09	April 21, 2010	This Report
Total Number of Actions	88			
Total Number of Actions Completed		28	1	3
Number of Actions Remaining		60	59	56
Number of Short Range Actions:	19			
Completed		9	0	0
In Progress		10	10	10
Pending/No Action		0	0	0
		19	10	10
Number of Medium Range Actions:	26			
Completed		12	1	1
In Progress		13	13	13
Pending/No Action		1	0	0
		26	14	14
Number of Long Range Actions:	22			
Completed		6	0	1
In Progress		16	15	14
Pending/No Action		0	1	1
		22	16	16
Number of On Going Actions:	20			
Completed		1	0	2
In Progress		19	19	17
Pending/No Action		0	0	0
		20	19	17
	88	28	1	3



City Council Meeting September 9, 2010 Agenda Item Transmittal

Agenda Item #: 16

Agenda Title: Consider selecting candidates for Texas Municipal League Intergovernmental Risk Pool Board of Trustees.

Council Action to be taken: Select candidates

Initiating Department: City Administration

Staff Contact: Jim D. Dunaway, City Manager

1. INTRODUCTION/PURPOSE

Every two years the Texas Municipal League Intergovernmental Risk Pool (TML-IRP) asks cities to cast votes for nominees to their Board of Trustees. Attached is the ballot for this year. Each place lists its prospective nominees with a brief resume under each name. It is not absolutely critical that you cast votes in this particular election; however, the City of Taylor is a member of the TML-IRP, so you do have a say who may represent you on this state-wide Board if you so choose.

2. DESCRIPTION/ JUSTIFICATION

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

The deadline for submission of your ballot is September 30th.

5. RECOMMENDATION

Staff will act according to your wishes in this matter.

6. REFERENCE FILES

16a. [TML-IRP Official Ballot](#)

OFFICIAL BALLOT

Texas Municipal League Intergovernmental Risk Pool Board of Trustees Election

Ballots must reach the office of David Reagan, Secretary of the Board, no later than September 30, 2010. Ballots received after September 30, 2010, cannot be counted. The ballot must be properly signed and all pages of the ballot must be mailed to: Trustee Election, David Reagan, Secretary of the Board, P. O. Box 149194, Austin, Texas 78714-9194.

The names of the officials listed on this ballot have been nominated to serve a six-year term on the TML Intergovernmental Risk Pool (Workers' Compensation, Property and Liability) Board of Trustees.

Each Member of the Pool is entitled to vote for Board of Trustee members. Please record your organization's choices by placing an "X" in the square beside the candidate's name. You can only vote for one candidate for each place.

PLACE 6

- ☐ **Peter Canney.** Mayor pro tem for Navasota (Region 14). Mr. Canney is serving his second term as a Councilmember and Mayor Pro Tem. He is a board member of the Grimes County Crimestoppers and the Board Treasurer of The Arts Council of Brazos Valley. He attended undergraduate school at Colorado State University to become a biologist and graduate school at Cornell University. After working as a scientist and a biotechnology recruiter, he formed his own recruiting and human resources consulting firm.
- ☐ **Mary Gauer.** (Incumbent). Ms. Gauer has served on the TML Intergovernmental Risk Pool Board of Trustees since 1998. She served as a member of the Harker Heights City Council from 1991 to 1998, and Mayor from 1998 to 2004. Ms. Gauer serves as an elected citizen member of the Executive Committee of the Central Texas COG. She is Past-President of the TML Association of Mayors, Councilmembers, and Commissioners, and of the Small Cities Advisory Council.
- ☐ **Sheyi I. Ipaye.** City Manager for the City of Forest Hill (Region 8). He formerly served as City Manager for Palestine, City Manager for Glenn Heights, Community Services Officer for Iberia Bank in New Orleans, and Community Development Officer and Manager for Community Investment for the Federal Home Loan Bank of Dallas. Mr. Spaye has a Bachelor's Degree in Government and Business and a Master's Degree in Urban Planning and Development.
- ☐ **Michael S. Nyren.** Risk Manager for Capital Metropolitan Transportation Authority in Austin for 15 years (Region 10). Mr. Nyren has 28 years of experience in insurance, safety, and risk management, and currently holds an All Lines Texas Adjuster's License. He has earned the Insurance Institute of America's designation of Associate in Risk Management (ARM) and Associate in Risk Management for Public Entities (ARM-P). Mr. Nyren serves on the board of the Risk and Insurance Management Society, Central Texas Chapter.
- ☐ **Frank Seffrood.** Councilmember for City of Copperas Cove (Region 9). Mr. Seffrood has served as a Copperas Cove councilmember since July, 2008, and was elected Mayor Pro Tem in July, 2009. He retired from the U.S. Army in 1979 with 22 years of service. He holds a B.S. degree in Information Systems and taught in the Computer Science Department of Central Texas College for five years. He recently retired from the U.S. Postal Service where he was employed since 1986.

WRITE IN CANDIDATE:

PLACE 7

- ☐ **Kevin Caddell.** (Incumbent). Mayor for the City of Dalhart (Region 2). Mr. Caddell served as a Dalhart City Councilmember for 10 years, and as Mayor since 2005. Served on the Panhandle Regional Planning Commission Board. Past President of TML Region 2 and incoming Regional Director for TML Region 2. Graduate of Texas Tech University. Owns and operates Furniture Fashions, a retail furniture and appliance outlet in Dalhart, and has other real estate and farming interests in the Dalhart area.
- ☐ **Kevin Carruth.** City Manager for Paris (Region 15). Mr. Carruth has 20 years of experience in local government and has served as City Manager for Brownwood, Daingerfield, Hillsboro, and Prosper. He also served as Senior Program Analyst and Emergency Management Coordinator for Harris County Housing and Community Development Agency and as an elected official on the Board of Directors for Fort Bend M.U.D. #41. He is an ICMA Credentialed Manager and active in the Texas City Management Association.
- ☐ **John Mitchiner.** Board of Directors of Galveston County W.C.I.D. #1 (Region 14) since 2004. Mr. Mitchiner served as Mayor for Dickinson from 1994 to 1999, as President for the Galveston County Mayors and Councilmen Assoc., as a Director for the North Galveston County Chamber of Commerce, and as President of the Mainland Association of Life Underwriters. He is a member of the Association of Water Board Directors – Texas, a member of Texas EquuSearch, and a Board Member of the Bay Area Harbour Playhouse.
- ☐ **Lawanna Williams.** Assistant Finance Director for Kilgore (Region 15). Ms. Williams has been employed by Kilgore since September of 1987. Prior to 1987, Ms. Williams worked six years in the banking industry. Member of the East Texas Municipal Clerks Association, the Government Finance Officers Association of Texas, and the East Texas City Management Association. Serves as secretary/treasurer of the Outreach Community Development Corp. and is a member and past President of the Kilgore Oilpatch Kiwanis Club.

WRITE IN CANDIDATE:

PLACE 8

☐

Larry Melton (Incumbent). Mayor for Odessa (Region 4) since 2001. Mr. Melton also served three years as a councilmember. He is the Chief Executive Officer of a regional public accounting firm, Johnson, Miller and Company, where he is responsible for all administrative and human resources areas of the firm. Previously, Mr. Melton was in the banking business for approximately 30 years. He is active in the United Way of Odessa and Odessa Chamber of Commerce. In 1993, he was honored as Odessa's outstanding citizen.

☐

Gilbert Perales. Deputy City Manager for the City of Arlington (Region 8). From 1978 to 1980, Mr. Perales worked in the San Antonio City Manager's Office and in the Department of Economic Development. From 1980 to 1985, he served as City Manager for the City of Carrizo Springs. From 1985 to 2001, Mr. Perales worked for the City of Dallas as Assistant to the City Manager and, later, as Assistant Director in the Department of Convention and Events Services. From 2001 to 2007, he was Assistant City Manager for Irving.

WRITE IN CANDIDATE:

PLACE 9

☐

Andres Garza. (Incumbent). City Manager for the City of Wharton (Region 14). Mr. Garza has served on the TML Intergovernmental Risk Pool Board of Trustees since 1984, serving as chairman from 1994-1996. He has served as Wharton City Manager since 1994. Mr. Garza has been in public service for over 33 years of which 30 have been as a City Manager. He serves on the TML Small City's Advisory Council, has a BBA degree from Southwest Texas State University, and is a member of TCMA and ICMA.

WRITE IN CANDIDATE:

BALLOT MUST BE SIGNED TO BE COUNTED

Certificate

I certify that the vote cast above has been cast in accordance with the will of the majority of the governing body of the public entity named below.

Witness by hand, this _____ day of _____, 2010.

Signature of Authorized Official

Title

Printed Name of Authorized Official

Printed name of Political Entity