

AGENDA

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

JULY 12, 2012, 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. Registration forms are available at the sign in table.)

CONSENT AGENDA

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

1. Approve minutes for June 28, 2012. (Susan Brock)
2. Approve Ordinance 2012-19 regarding annexation for properties located near the intersection of US Hwy 79 and CR 101 adjacent to the city limits and to authorize the City Manager to sign development agreements. (John Elsdon)

PUBLIC HEARINGS/ORDINANCES

3. Consider approving Ordinance 2012-18 establishing requirements allowing outdoor burning within the city limits. (Chief Ekiss)

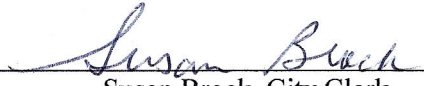
REGULAR AGENDA; REVIEW/DISCUSS AND CONSIDER ACTION

4. Consider authorizing the City Manager to enter into an agreement with The Retail Coach, LLC for retail recruitment services. (Jeff Straub)
5. Consider setting a date to conduct a joint meeting with the Taylor Economic Development Corporation Board of Directors. (Jeff Straub)
6. Receive update on Community Recreation Center project. (Casey Sledge)

ADJOURN

The Council may vote and/or act upon each of the items listed in this Agenda. Council reserves the right to retire into executive session concerning any of the items listed on this Agenda, when 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 July 9, 2012 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.

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

Posted By:  Date 7/9/12
Susan Brock, City Clerk



***City Council Meeting
July 12, 2012
Agenda Item Transmittal***

Agenda Item #: 1
Agenda Title: Approve minutes for June 28, 2012.
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, June 28, 2012.](#)

The City Council of the City of Taylor met on June 28, 2012, at City Hall, 400 Porter St., Taylor, Texas. Noting the absence of Mayor Hill, Mayor Pro Tem Gonzales declared a quorum and called the meeting to order at 6:00 p.m. with the following present:

Council Member Jesse Ancira
Council Member Chris Osborn
Council Member Brandt Rydell

City Manager, Jim Dunaway
Assistant City Manager, Jeff Straub
Assistant City Attorney, Mark Schroeder
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 JUNE 14, 2012.
2. AUTHORIZE CITY MANAGER TO SIGN A SALES TAX REIMBURSEMENT AGREEMENT WITH BURROWS CABINETS AND TAYLORCRAFT CABINET DOORS.
3. CONCUR WITH PRELIMINARY FINANCIALS FOR MAY, 2012.

Council Member Rydell requested a correction on the Minutes and Council Member Osborn moved to approve the consent agenda as presented (with minutes amended) and Council Member Rydell seconded the motion. VOTE: Four voted AYE.

PUBLIC HEARINGS/ORDINANCE

4. CONDUCT SECOND PUBLIC HEARING AND CONSIDER INTRODUCING ORDINANCE 2012-19 REGARDING ANNEXATION PROCEEDINGS FOR PROPERTIES LOCATED NEAR THE INTERSECTION OF US HWY 79 AND CR 101 ADJACENT TO THE CITY LIMITS.

Mr. Elsdon presented a request to conduct a second public hearing and to consider introducing an ordinance regarding the annexation of properties located on the west side of the city.

Mayor Pro Tem Gonzales opened the Public Hearing; hearing no comments he declared the hearing closed and asked Mr. Schroeder to introduce the ordinance.

ORDINANCE 2012-19

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.

5. CONSIDER INTRODUCING ORDINANCE 2012-14 TO ABANDON ALLEYWAYS WITHIN THE DR. J. S. BROWN ADDITION, NORTHWEST CORNER OF DAVIS AND WEST EIGHTH STREETS.

Mr. Elsdon presented Council with a request to consider abandoning alleys near Davis and West Eighth Streets. This item was approved by the Planning and Zoning Commission at their June 12, 2012 meeting with no objections.

Mr and Mrs. Reginald Rieger of 714 West 8th Street expressed their desire to keep the alley open for their convenience. They stated that while they do have other access to their property from 8th Street they also want to continue to have use of the alley when needed. Mr. Burgess, 905 Davis Street, also spoke as the property owner requesting the city abandon the alley and allow him to confirm his property lines prior to constructing a fence.

It was the consensus of the Council to take no action at this meeting and to have staff investigate the matter further to firmly establish the alley(s) with respect to existing property lines. This ordinance was not introduced.

ORDINANCE NO. 2012-14

AN ORDINANCE FOR THE CITY OF TAYLOR, TEXAS VACATING ALL ALLEYWAYS LOCATED IN THE J.S. BROWN ADDITION.

REGULAR AGENDA – REVIEW/DISCUSS & CONSIDER/ACTION:

6. CONSIDER CONFIRMING CITY MANAGER REAPPOINTMENT OF MARY CHAPA TO THE CIVIL SERVICE COMMISSION.

Mr. Dunaway presented a request for Council to consider reappoint Ms. Mary Chapa to the Civil Service Commission. She has served on the Commission since its inception and is willing to continue in this role.

Council Member Osborn moved to confirm the appointment of Mary Chapa to the Civil Service Commission and Council Member Rydell seconded the motion.
VOTE: Four voted AYE. Motion passed.

7. CONSIDER SETTING MEETING DATE FOR WORKSHOP ON STREET MAINTENANCE AND CONSTRUCTION PROGRAM.

Mr. Straub requested that Council provide a date to conduct a workshop to continue the discussion on streets. Council Member Osborn moved to set the meeting date for Thursday, July 19 at 6:00 pm and Council Member Ancira

seconded the motion. VOTE: Four voted AYE. Motion passed.

EXECUTIVE SESSION

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

- Legal issues associated with a street project.

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

- Project Remington

Mayor Pro Tem Gonzales and council members retired to closed session at 6:58 pm.

10. CONSIDER ACTION FROM EXECUTIVE SESSION.

Mayor Pro Tem Gonzales resumed the open meeting at 7:16 p.m. and stated that there was no action taken on any issue during either Executive Session.

ADJOURN

With no further business; Mayor Pro Tem Gonzales adjourned the meeting at 7:16 p.m.

ATTEST:

Susan Brock, City Clerk

Chris Gonzales, Mayor Pro Tem



City Council Meeting
July 12, 2012
Agenda Item Transmittal

Agenda Item #: 2

Agenda Title: Approve Ordinance 2012-19 regarding annexation proceedings for properties located near the northeast intersection of US 79 and CR 101 adjacent to City limits, and authorize the City Manager to sign Development Agreements.

Council Action to be taken: Approve by consent

Initiating Department: Planning and Development

Staff Contact: John Elsdon, AICP, City Planner

1. INTRODUCTION/PURPOSE

The purpose of this item is for Council to approve by consent Ordinance 2012-19 for the annexation of property in the vicinity of CR 101 and US 79 south of CR 395 adjacent to the City limits, and to authorize the City Manager to sign Development Agreements.

2. DESCRIPTION/ JUSTIFICATION

The proposed area for annexation is shown on the enclosed map (Attachment A).

This annexation was initiated during the April 12, 2012 regular City Council meeting. The completion date for the annexation is estimated to be on July 12, 2012 which would be the date scheduled for the passage of the annexation Ordinance 2012-19.

The Annexation Service Plan is available at today's meeting for the public to review.

The estimated number of homes to be annexed is 2, and the estimated population is 4 to 8.

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...." This annexation is permissible without an annexation plan, and Taylor does not have nor needs an Annexation Plan.

The tax value of this annexation is \$482,302 (Tax year 2012) and the market value is \$1,742,131. All parcels except for the one on which the fireworks stand is located, the house owned by John A. Bigon Jr., and the house owned by Travis Lee Betak are agriculturally exempt. This means the owners may defer annexation for up to 15 years and potentially for 45 years as long as the parcels maintain their agricultural exemption status. One property owner (Walther Family Limited Partnership, 49.97 ac) with an Agricultural Exemption opted to allow his property to be annexed.

The annexation area including the Agriculturally Exempt tracts and ROW consists of nine parcels or 2% of the size of Taylor, 282.169 acres. 53.02 acres will be annexed, representing less than 0.5% of the acreage of Taylor (including the Walthers Limited Partnership tract) once all Agriculturally Exempt tracts are removed from the annexation area.

Development Agreements have been signed by the three property owners: John Bigon and spouse, Elsie Bachmayer, and Norman Fuessel.

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

Two public hearings have been held. See 2e Annexation Schedule below.

5. RECOMMENDATION

Authorize the City Manager to sign the annexation Development Agreements, and approve Ordinance 2012-19 for annexation of lands as described above.

6. REFERENCE FILES

- 2a. [Annexation Ordinance 2012-19](#) with field notes and service plan
- 2b. [Annexation Survey](#)
- 2c. [Annexation Map](#)
- 2d. [Value Data](#)
- 2e. [Annexation Schedule](#)
- 2f. [Development Agreements](#)

ORDINANCE 2012-19

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. 2012-19 was introduced before the Taylor City Council on the 28th day of June, 2012.

PASSED, APPROVED and ADOPTED this the 12th day of July, 2012.

Don Hill, Mayor
City of Taylor

ATTEST:

Susan Brock, City Clerk

Approved as to Form:

Ted W. Hejl, City Attorney

PROPOSED ANNEXATION AREA 2012
29.771 ACRES – SAVE AND EXCEPT 2.91 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:

- “0.6072 Acres” Mr. “W” Fireworks
- “1.20 Acres - Residue” John A. Bigon, Jr, et ux
- “1.265 Acres” Travis Betak
- U.S. Hwy 79 State of Texas
- Union Pacific Railroad Union Pacific Railroad
- Old County Road 101 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 May 24, 2012, and being more fully described as follows:

BEGINNING at the Northeast corner of subject tract same being an exterior corner of the current City of Taylor City Limits (**Latitude: 30°33'53.75207"**, **Longitude: 97°29'20.12814"**);

THENCE South 22°18'22" East, generally with the East Right-of-Way (ROW) of Williamson County Road 101 and the West line of a called “74.3682 Acres” conveyed to the Fussel Living Trust, a distance of **2313.98 feet**, to a point at the Northwest corner of said “1.265 Acres”, and being an interior corner of herein described tract;

THENCE North 67°39'28" East, with the North line of said “1.265 Acres”, a distance of **356.08 feet**, to the Northeast corner of said “1.265 Acres”, and being an exterior corner of herein described tract;

THENCE South 22°20'32" East, with the East line of said “1.265 Acres”, a distance of **193.71 feet**, to an exterior corner of herein described tract;

THENCE South 67°39'28" West, with the South line of said “1.265 Acres”, a distance of **356.08 feet**, to an interior corner of herein described tract;

THENCE with said East line of said “Cr 101” the following courses and distances:

1. **South 21°43'45" East 1029.96 feet**
2. **South 46°12'49" East 326.28 feet**

3. **South 64°51'10" East** **330.43 feet**
4. **South 31°22'00" East** **103.93** to the Northwest corner of said "0.6072 Acres"

THENCE North 68°38'17" East, with the North line of said "0.6072 Acres", a distance of **184.98 feet**, to an exterior corner of herein described tract;

THENCE South 21°21'43" East, with the East line of said "0.6072 Acres", a distance of **169.50 feet**, to the North line of said "U.S. Hwy 79", and an interior corner of herein described tract;

THENCE North 77°43'03" East, with the North line of said "U.S. Hwy 79", a distance of **387.24 feet**, to the Southwest corner of said "1.20 Acres-Residue", and an interior corner of herein described tract;

THENCE North 19°04'48" West, with the West line of said "1.20 Acres-Residue", a distance of **356.79 feet**, to the West line of said "1.20 Acres-Residue", and an exterior corner of herein described tract;

THENCE North 72°13'13" East, with the North line of said "1.20 Acres-Residue", a distance of **156.21 feet**, to the Northeast corner of said "1.20 Acres-Residue", and an exterior corner of herein described tract;

THENCE South 19°40'39" East, with the East line of said "1.20 Acres-Residue", a distance of **371.91 feet**, to the North line of said "U.S. Hwy 79", and an interior corner of herein described tract;

THENCE North 77°47'36" East, with the North line of said "U.S. Hwy 79", a distance of **984.30 feet**, to the lower West line of the Current Taylor City Limits, and an exterior corner of herein described tract;

THENCE South 22°23'26" East, with the East line of said "City Limits" and over and across said "U.S. Hwy 79", a distance of **243.43 feet**, to the South Line of the Union Pacific Railroad, and an exterior corner of herein described tract;

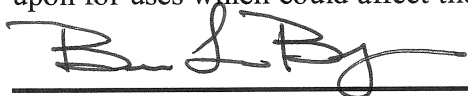
THENCE South 77°20'04" West, with the South of said "Union Pacific Railroad", a distance of **2188.75 feet**, to the projected West line of said "Old Cr 101", and an exterior corner of herein described tract;

THENCE North 23°20'28" West, over and across said "Union Pacific Railroad" and said "U.S. Hwy 79" and along the West ROW of said "Old CR 101", a distance of **894.02 feet**, to to a Type II TxDot Monument, and an interior corner of herein described tract;

THENCE North 21°49'46" West, with the West line of said "Old CR 101" and said "CR 101", a distance of **3606.43 feet**, to the Northwest corner of herein described tract;

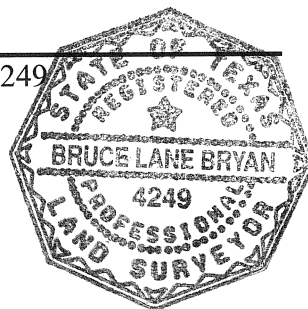
THENCE North 68°26'20" East, over and across said "CR 101", a distance of **90.56 feet** to the **PLACE OF BEGINNING** containing according to the dimensions herein stated an area of **29.771 Acres** of land. **SAVE AND EXCEPT-** a called 2.91 Acres out of a called "72.15 Acres-Residue" conveyed to John and Mary Bigon (per Williamson County Tax Map).

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.



Bruce Lane Bryan

Registered Professional Land Surveyor No. 4249



City of Taylor Annexation Service Plan June 1, 2012

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 policies. Inspection of water distribution lines will be provided under the statutes of the State of Texas. Water service is provided by the Jonah Water Special Utility District on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City. 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.

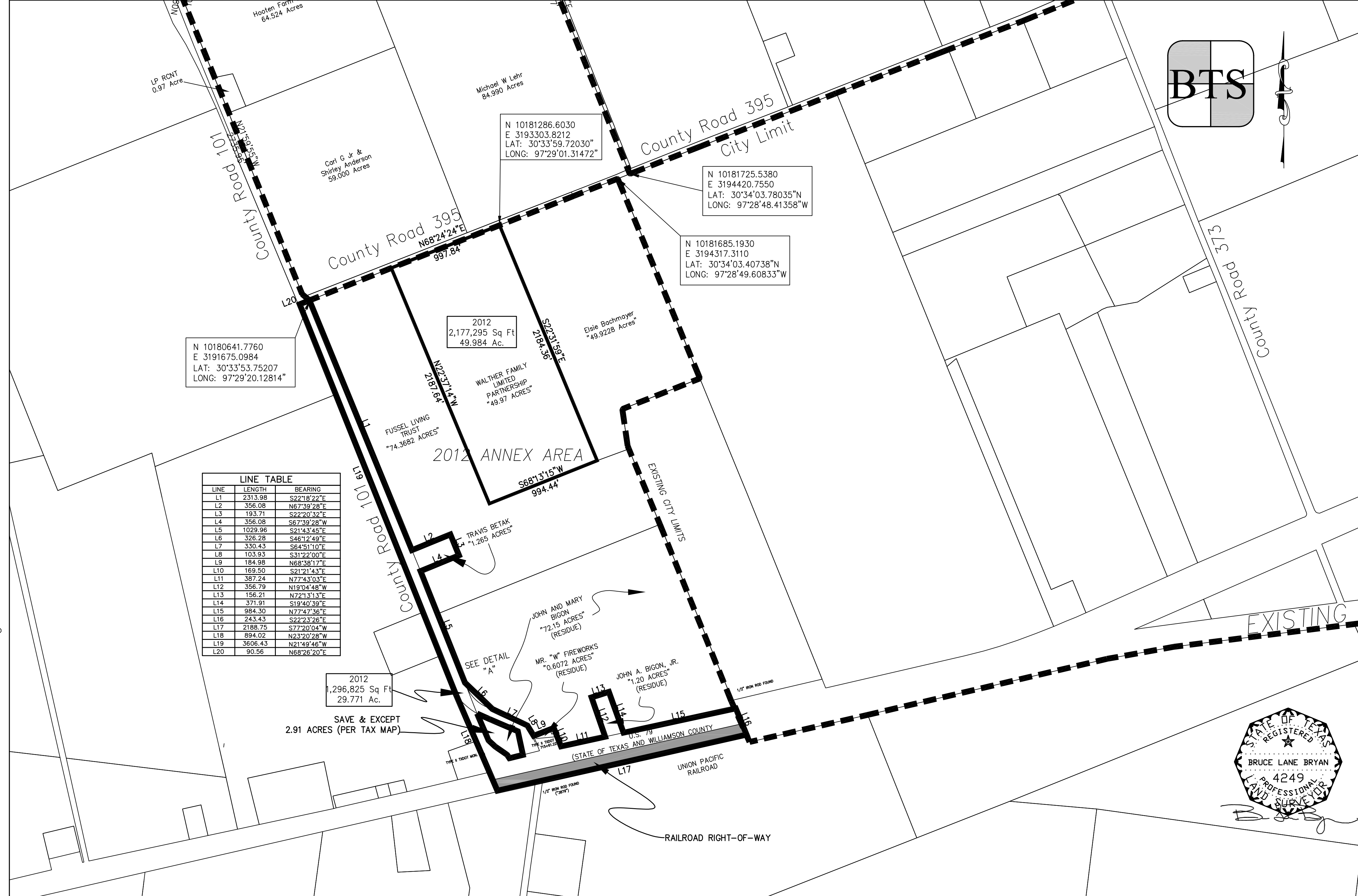
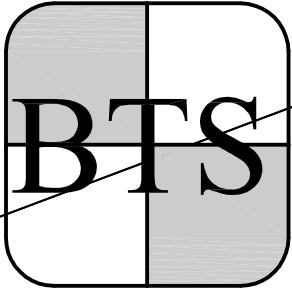
CAPITAL IMPROVEMENTS

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, Planning and Development Department at 512-365-3863, or email at john.elsden@taylortx.gov



LINE TABLE		
LINE	LENGTH	BEARING
L1	2313.98	S22°18'22"E
L2	356.08	N67°39'28"E
L3	193.71	S22°20'32"E
L4	356.08	S67°39'28"W
L5	1029.96	S21°43'45"E
L6	326.28	S46°12'49"E
L7	330.43	S64°51'10"E
L8	103.93	S31°22'00"E
L9	184.98	N68°38'17"E
L10	169.50	S21°21'43"E
L11	387.24	N77°43'03"E
L12	356.79	N18°04'48"W
L13	156.21	N72°13'13"E
L14	371.91	S19°40'39"E
L15	984.30	N77°47'36"E
L16	243.43	S22°23'26"E
L17	2188.75	S77°20'04"W
L18	894.02	N23°20'28"W
L19	3606.43	N21°49'46"W
L20	90.56	N68°26'20"E

SURVEYORS CERTIFICATE

THIS PRODUCT IS A GRAPHIC REPRESENTATION OF THE DATA SHOWN HEREON. IT 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 PRODUCT DOES NOT CONFORM TO A CLASS A, GIS/LIS SURVEY PRODUCTS 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.

DATE: MAY 24, 2012

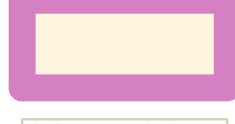
CITY OF TAYLOR
PROPOSED ANNEXATION
2012

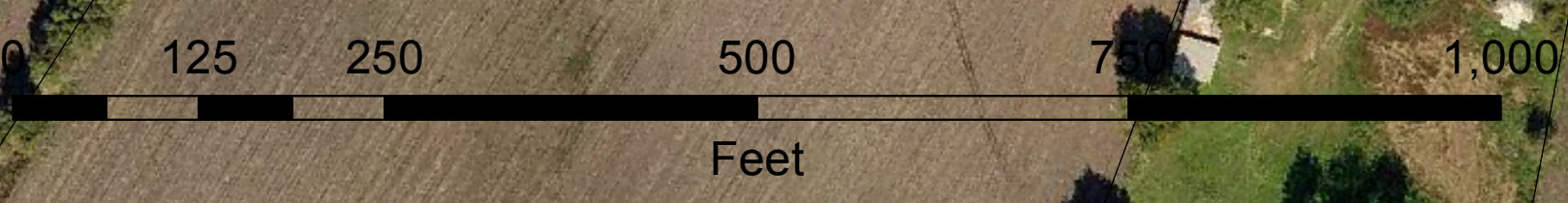
BRYAN TECHNICAL SERVICES,
INC.
P. O. BOX 1371
TAYLOR, TEXAS 76574
512-352-9090
512-352-9091 (Fax)
surveying@austin.rr.com

DRAWN BY: BLB	CHECKED BY: BLB
SCALE: 1"=500'	
DATE: 5-24-2012	
JOB NUMBER	SHEET
12-236	



**Proposed Annex Area
for 2012**

-  No Exemption
-  Taylor City Limits
-  Annex_Property_2012
-  Taylor ETJ 2012



This map is created by the City of Taylor, Texas, Planning and Development Department.

"This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only approximate relative location of property boundaries."

MS No. 1347

Chapter 2034, Government Code is amended by adding Subchapter C, §2034.001, to read: §2034.001

CR 395

ELSIE
BACHMAYER
R019150
20.5798 AC
R504815
29.3430 AC

WALTHER FAMILY
LIMITED
PARTNERSHIP
R019158
49.97 AC

FUSSEL
LIVING
TRUST
R019157
74.3682 AC

TRAVIS
BETAK
R510099
1.265 AC

CR 101

JOHN & MARY
BIGON
R019153
62.38 AC

JOHN
& MARY
BIGON
R500155
2.91 AC

MR W
FIREWORKS
INC.
R494006
0.17 AC

JOHN A
BIGON, JR.
R019152
0.468 AC

JOHN & MARY
BIGON
R019943
1.42 AC

FM 3349

W 2ND ST

ID	Acreage	TaxYear	Exemption	FullName	Address1	City	State	ZIP	2012 TAX VALUE	MKT VALUE
R019150	20.5798	2012	AG	BACHMAYER, ELSIE	951 COUNTY ROAD 451	COUPLAND	TX	78615-4	\$11,296	\$79,994
R019152	1.2000	2012		BIGON JOHN A JR ETUX	12501 HWY 79	TAYLOR	TX	76574	\$117,704	\$117,704
R019153	72.1500	2012	AG	BIGON, JOHN A & MARY S	12625 HWY 79	TAYLOR	TX	76574	\$36,495	\$709,629
R019157	74.3682	2012	AG	FUESSEL N E LIVING TRUST	11255 HWY 79	TAYLOR	TX	76574	\$43,505	\$268,246
R019158	49.9748	2012	AG	WALTHER FAMILY LIMITED PARTNERSH	9409 MANITOU SPRINGS	AUSTIN	TX	78717	\$29,235	\$194,202
R494006	0.6072	2012		MR W FIREWORKS INC	PO BOX 114	SOMERSET	TX	78069	\$12,905	\$12,905
R500155	2.9100	2012	AG	BIGON, JOHN A & MARY S	12625 HWY 79	TAYLOR	TX	76574	\$1,702	\$33,101
R504815	29.3430	2012	AG	BACHMAYER, ELSIE	951 COUNTY ROAD 451	COUPLAND	TX	78615-4	\$17,166	\$114,056
R510099	1.2650	2012		BETAK, TRAVIS LEE	6601 CR 101	TAYLOR	TX	76574	\$212,294	\$212,294
252.3980									\$482,302	\$1,742,131

Lots to be annexed highlighted yellow

TOTAL ACRES IN ANNEX AREA INCLUDING ROADS AND HIGHWAYS (ROW) 282.169 ACRES.

TOTAL ACRES BEING ANNEXED (EXCLUDING ROW AND AGRICULTURALLY EXEMPT AREAS) IS 53.02 ACRES

TOTAL TAX VALUE OF AREA BEING ANNEXED IS \$372,138

City current tax rate = 0.813893

The total area in the City Limits of Taylor on January 1, 2012, is 12,190.95 acres.

Chapter 43 of the Local Government Code sets a limit of 10 % of the area of the city on

January 1, as the maximum that may be annexed in any one year (certain other

conditions may increase this per cent).

12,190.95 X 10% = 1,219.095 acres is the amount that may be annexed for 2012.

282.135 acres is the amount being considered for annexation including ROW.

53.02 ACRES ARE BEING CONSIDERED FOR ANNEXATION WHICH IS .0435% OF THE EXISTING CITY SIZE (less than 1/2 of 1%)

2012 ANNEXATION SCHEDULE

LGC SECTION	STEP	ACTION	NOTE	SCHEDULE
	1	Council authorizes annexation to proceed	Council Meeting	April 12, 2012
	2	Survey of Land	After annexation initiation	June 8, 2012
43.035	3	Mail Development Agreements	After annexation initiation	April 23, 2012
	4	Mail annexation letters to property owners who are not agriculturally exempt	After annexation initiation	April 23, 2012
43.0561	5	Last day to send all notices	Property owners, utilities, schools, Rail Road, etc	April 30, 2012
43.0561	6	Last day to send notice to newspaper for notice #1	Minimum of one day prior to publication	May 29, 2012
43.056	7	Service Plan is available		June 14, 2012
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 first public hearing	May 30, 2012
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	May 29, 2012
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 first public hearing	May 30, 2012
43.0561	11	Last day to send notice to newspaper for notice #2	Minimum of one day prior to publication	June 12, 2012
	12	Deadline to receive Development Agreements		May 25, 2012
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	June 13, 2012
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	June 12, 2012
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	June 13, 2012
	16	Prep TL for public hearing #1		June 4, 2012
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	June 14, 2012
	18	Prep TL for public hearing #2		June 18, 2012
43.0561	19	Conduct public hearing #2 and Introduce Ordinance	Must be a minimum of 30 days from when the notices were sent out. Service plan must be available at this meeting	June 28, 2012
43.056	20	Begin Land use Planning	Leads up to rezoning after annexation	September 11, 2012
	21	Adopt ordinance	Must be no more than 40 days or less than 20 days from the first public hearing.	July 12, 2012
	22	Complete Future Land Use Planning		December 4, 2012

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

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 June 14th and June 28th, 2012;

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.

Entered into this 18 day of May, 2012.

Norman Fuesel
Owner Signature
Printed Name: NORMAN FUESSEL

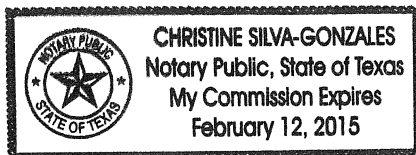
Owner Signature
Printed Name: _____

Owner Signature
Printed Name: _____

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 May 18, 2012, by NORMAN FUESSEL, Owner.

Christine Silva-Gonzales
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 _____, 2012.

Notary Public, State of Texas

WARRANTY DEED

DOC# 9702510

DATE: October 18, 1996

GRANTOR: Norman E. Fuessel and wife, Nancy A. Fuessel

GRANTOR'S MAILING ADDRESS: 11255 Hwy 79, Taylor, TX 76574

GRANTEE: Norman E. Fuessel or Nancy A. Fuessel, Trustees For The N.E. & N.A. Fuessel Living Trust, dated October 18, 1996

GRANTEE'S MAILING ADDRESS: 11255 Hwy 79, Taylor, TX 76574

CONSIDERATION: TEN AND NO/100 DOLLARS (\$10.00), other good and valuable consideration.

PROPERTY: All of our right, title and interest in and to those tracts of land, being situated in the County of Williamson, Texas, and being a part of the James C. Eaves Sve., a part of a 528.3 acre tract being more fully described in Exhibit "A" attached hereto and made part of.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY: This conveyance is subject to any and all easements, rights of way and/or roadways, if any, apparent and on the ground which are not of record; rights of any and all parties in possession, if any; any and all restrictions, covenants and conditions running with the land, if any; any overlapping or encroachment of improvements or shortages in area and boundaries, if any; and all prior mineral reservations and/or conveyances which appear of record, if any.

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.

No title examination concerning the herein-described real property was made by me. The property description attached, or set forth herein, was furnished by parties hereto, and all responsibility for the accuracy thereof is expressly assumed by the grantor and grantees herein named. I do not know if the property description which was furnished reflects the property the parties intended to convey. Therefore, no representations as to warranties of title are made by the undersigned attorney, by whom this instrument was prepared.

Frances E. Bennett

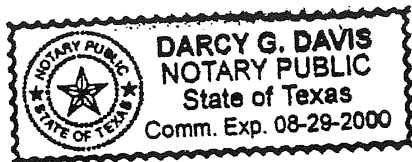
Norman E. Fuessel
Norman E. Fuessel

Nancy A. Fuessel
Nancy A. Fuessel

THE STATE OF TEXAS

COUNTY OF Williamson

This instrument was acknowledged before me on 1-2-97, by Norman E. Fuessel and Nancy A. Fuessel.



Darcy G. Davis
NOTARY PUBLIC in and for
The State of Texas

OFFICIAL RECORDS
WILLIAMSON COUNTY, TEXAS

Exhibit "A"

BEGINNING at a stake on the north line of said 528.3 acres tract, distant South 71 degrees West 1478.1 varas from the northeast corner of said tract, same being the northwest corner of the Julius H. Wendland 152.1 acre tract;
THENCE South 71 degrees West with the north line of said 528.3 acre tract, 287.6 varas a stake for corner in the west line of the said Faves Survey;
THENCE South 19 degrees 48 minutes East with said west line, 1058.24 varas to a stake for corner.
THENCE North 71 degrees East 759.4 varas to a stake for corner in the West line of said Julius H. Wendland tract.
THENCE North 19 degrees 45 minutes West with west line of said tract 264.24 varas to corner.
THENCE South 71 degrees West 471.8 varas to another corner of said Wendland tract.
THENCE North 19 degrees 45 minutes West with the upper west line of said Wendland tract 794 varas to the place of beginning, and containing 76 acres of land, being the same premises heretofore conveyed to Rudolph Fuessel by Fritz Teichelman and wife, Minnie Teichelman, by Deed dated January 21st 1932, and recorded in Vol. 262, Page 140 of the Deed Records of Williamson County, Texas, and being the same tract described in a Deed

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

This is to certify that this document was FILED and
RECORDED in the Official Public Records of
Williamson County, Texas on the date and time
stamped thereon.



Elaine Bizzell
COUNTY CLERK
WILLIAMSON COUNTY TEXAS

Doc# 9702510

Pages: 2

Date : 01-21-1997

Time : 02:20:12 P.M.

Filed & Recorded in

Official Records
of WILLIAMSON County, TX.

ELAINE BIZZELL

COUNTY CLERK

Rec. \$ 11.00

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

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.

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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 June 14th and June 28th, 2012;

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 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.

Entered into this 14 day of May, 2012.

John Bigon
Owner Signature
Printed Name: JOHN BIGON

Owner Signature
Printed Name: _____

Owner Signature
Printed Name: _____

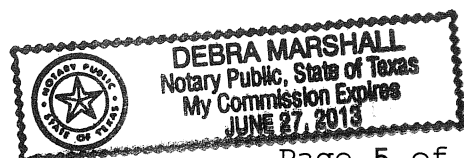
Owner Signature
Printed Name: _____

Owner Signature
Printed Name: _____

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 14th day of May, 2012, by John Bigon, Owner.

Debra Marshall
Notary Public, State of Texas



Entered into this 21st day of JUNE, 2012.

Mary Bigon
Owner Signature
Printed Name: Mary Bigon

Owner Signature
Printed Name: _____

Owner Signature
Printed Name: _____

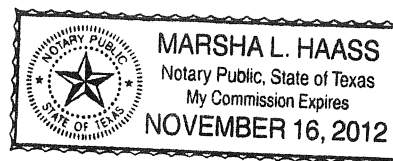
Owner Signature
Printed Name: _____

Owner Signature
Printed Name: _____

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 21st day
of June, 2012, by Mary Bigon, 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 _____, 2012.

Notary Public, State of Texas

THENCE S 71°00'W, 2088.77 feet along the North boundary line hereof to the PLACE OF BEGINNING.

STATE OF TEXAS

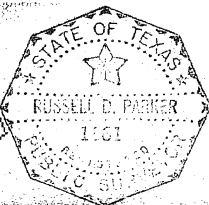
KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON

I, RUSSELL D. PARKER, do hereby certify that I did survey on the ground the above described tract of land and that to the best of my knowledge and belief, said description is true and correct.

WITNESS MY HAND AND SEAL on this the 9th. day of October, 1972.

Russell D. Parker
RUSSELL D. PARKER
REGISTERED PUBLIC SURVEYOR NO. 1661



Filed for Record on the 8 day of

Nov

A. D. 19 72, at 8:30 o'clock A. M.

Duly Recorded this the 8 day of

Nov

A. D. 19 72, at 2:35 o'clock P. M.

DICK CERVENKA, County Clerk

Williamson County, Texas

By Barbara Sheffield Deputy

Wilhelmina Wuthrich,
a feme sole, et al

TO WARRANT DEED

John Bigon, et ux

3728

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON

That we, Wilhelmina Wuthrich, a feme sole, of Williamson County, Texas; Alex John Wuthrich and wife, Rose Marie Wuthrich, of Williamson County, Texas; Ardene Wuthrich and wife, Burdine I. Wuthrich, of Caddo Parish, Louisiana; and Vernetta Wuthrich, a single woman, of Travis 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 this day cash in hand paid by John Bigon and wife, Mary Bigon, the receipt of which is hereby acknowledged and confessed, and the execution and delivery, by Grantees herein, of their one (1) certain promissory note of even date herewith in the principal sum of THIRTY-FIVE THOUSAND AND NO/100 (\$35,000.00) DOLLARS, due and payable to the order of the First-Taylor National Bank of Taylor, Texas, at the offices of said Bank in Taylor, Williamson County, Texas, in fifteen (15) annual installments, the first annual installment being in the amount of \$2,333.10, and the remaining fourteen (14) annual install-

ments being in the amount of \$2,333.35 each, the first annual installment being due and payable on or before the 1st day of November, 1973, and one installment to become due and payable on or before the 1st day of November of each succeeding year thereafter until the whole principal be paid, bearing interest from the 1st day of November, 1972, until paid at the rate of seven and three-fourths (7-3/4%) per cent per annum, the interest due and payable annually in addition to said annual installments, and containing the usual and customary fees and clauses; said note being additionally secured by Deed of Trust of even date herewith, executed by Grantees to Thomas M. Bullion, Trustee,

HAVE GRANTED, SOLD AND CONVEYED, and by these presents DO GRANT, SELL AND CONVEY, unto the said John Bigon and wife, Mary Bigon, of Williamson County, Texas, all of the following-described property, to-wit:

Being 72.15 acres in the James C. Eaves Survey, Abstract No. 213, in Williamson County, Texas, and being the remainder of a tract of 73.9 acres described in a deed from F. J. Wuthrich, et al, to Alexander W. Wuthrich, dated March 10, 1939, and recorded in Volume 296, page 241, of the Deed Records of Williamson County, Texas,

BEGINNING at an iron stake set by a 3/4 inch iron pipe found bent over at the Northwest corner of the above-referred to 73.9-acre tract, said point being on the East margin of a County Road;

THENCE South 19 deg. 48' East, 1184.31 feet, along the said East margin of the County Road to set an iron stake at a bend in said Road;

THENCE South 51 deg. 14' East, 327.87 feet to set an iron stake on the North R.O.W. line of U. S. Highway No. 79 for the Southwest corner hereof;

THENCE North 79 deg. 44' East, at 51.3 feet, a concrete R.O.W. monument on the said North R.O.W. line, and continuing 199.25 feet to set an iron stake at the Southwest corner of a 1/2 acre tract described in a deed from Bill Hehman to Henry Kolinek, dated April 16, 1951, and recorded in Volume 369, page 64, of the Deed Records of Williamson County, Texas;

THENCE North 20 deg. 00' West, 116.90 feet to set an iron stake at the Northwest corner of the said 1/2 acre tract;

THENCE North 72 deg. 42' East, 183.42 feet along the North line of the said 1/2 acre tract and along the North line of another tract of 0.099 acres described in a deed from Alexander W. Wuthrich to Henry W. Kolinek, dated May 5, 1951, and recorded in Volume 369, page 442, of the Deed Records of Williamson County, Texas;

THENCE South 21 deg. 46' East, 124.2 feet along the East line of the said 0.099 acre tract to set an iron stake at the Southeast corner thereof on the said North R.O.W. line of U. S. Highway No. 79;

THENCE North 79 deg. 44' East, 1560.45 feet to an iron stake found at the Southeast corner of the 73.9-acre tract;

THENCE North 19 deg. 52' West, 1680.90 feet to set an iron stake by a bent-over concrete monument at the Northeast corner of the 73.9-acre tract;

THENCE South 71 deg. 00' West, 2088.77 feet along the North boundary line hereof to the place of beginning, in accordance with survey on the ground by Russell D. Parker, Registered Public Surveyor No. 1661, as certified on October 9, 1972, SUBJECT to all valid easements of record.

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 John Bigon and Mary Bigon, 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 John Bigon and Mary Bigon, their heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, for any part thereof.

But it is expressly agreed and stipulated that the Vendor's Lien, as well as the superior title in and to the above-described premises, is retained against the above-described property, premises and improvements

until the above-described note and all interest thereon are fully paid according to the face and tenor, effect and reading thereof, when this deed shall become absolute.

Grantors are to pay the taxes on said property up to and including the year 1972, and Grantors are to receive all rents and revenues from said property for the 1972 crop year.

FOR AND IN CONSIDERATION of the sum of THIRTY-FIVE THOUSAND AND NO/100 (\$35,000.00) DOLLARS, to us paid by the First-Taylor National Bank of Taylor, Texas, the receipt of which is hereby acknowledged, we have caused the note aforesaid to be made payable to the First-Taylor National Bank of Taylor, Texas, said Bank having advanced and paid to us for the use and benefit of the Grantees herein said sum as a part of the purchase money for the above-described premises, and the Vendor's Lien and superior title, and all right, title, interest, and equity in this deed securing the payment of said note is here now transferred to the said First-Taylor National Bank of Taylor, Texas, to secure the payment of said note and all interest and attorney's fees therein provided for according to its terms and conditions.

TO HAVE AND TO HOLD the same unto the said First-Taylor National Bank of Taylor, Texas, its successors and assigns, forever; subject only to the right of the Grantees to pay off said note and receive a release therefor. This transfer, however, is without recourse on us.

WITNESS OUR HANDS this, the 11th day of October, 1972.

Wilhelmina Wuthrich
Wilhelmina Wuthrich

Alex John Wuthrich
Alex John Wuthrich

Ardene Wuthrich
Ardene Wuthrich

Rose Marie Wuthrich
Rose Marie Wuthrich

Burdine J. Wuthrich
Burdine J. Wuthrich

Vernette Wuthrich
Vernette Wuthrich

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

BEFORE ME, the undersigned authority, on this day personally appeared WILHELMINA WUTHRICH, a feme sole, 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 7th day of November, 1972.

HERTHA TSCHOERNER

Hertha Tschoerner
Notary Public in and for
Williamson County, Texas

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

BEFORE ME, the undersigned authority, on this day personally appeared ALEX JOHN WUTHRICH, 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, the 7th day of November, 1972.

HERTHA TSCHOERNER

Hertha Tschoerner
Notary Public in and for
Williamson County, Texas

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

BEFORE ME, the undersigned authority, on this day personally appeared ROSE MARIE WUTHRICH, wife of Alex John Wuthrich, 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 7th day of November, 1972.

HERTHA TSCHOERNER

Hertha Tschoerner
Notary Public in and for
Williamson County, Texas

THE STATE OF LOUISIANA
PARISH OF CADDO

BEFORE ME, the undersigned authority, on this day personally appeared ARDENÉ WUTHRICH, 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, the 23rd
day of October, 1972.

Eugene H. McCollough
Notary Public in and for
Caddo Parish, Louisiana

THE STATE OF LOUISIANA
PARISH OF CADDO

BEFORE ME, the undersigned authority, on this day personally
appeared BURDINE I. WUTHRICH, wife of Ardene Wuthrich, known to me to
be the person whose name is subscribed to the foregoing instrument, and ac-
knowledged to me that she executed the same for the purposes and considera-
tion therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 23rd
day of October, 1972.

Eugene H. McCollough
Notary Public in and for
Caddo Parish, Louisiana

THE STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally
appeared VERNETTE WUTHRICH, a single woman, known to me to be the
person whose name is subscribed to the foregoing instrument, and acknowledg-
ed to me that she executed the same for the purposes and consideration there-
in expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 17
day of October, 1972.

John S. Cervenka
Notary Public in and for
Travis County, Texas

Filed for Record on the 8 day of Nov A. D. 19 72 at 8:30 o'clock A.M.
Duly Recorded this the 8 day of Nov A. D. 19 72 at 2:40 o'clock P.M.

DICK CERVENKA, County Clerk
Williamson County, Texas
By *Barbara Sheffield* Deputy

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

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 June 14th and June 28th, 2012;

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.

Entered into this 8 day of May, 2012.

Elsie Bachmayer
Owner Signature
Printed Name: Elsie Bachmayer

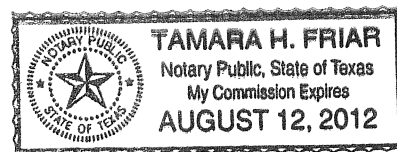
Owner Signature
Printed Name: _____

Owner Signature
Printed Name: _____

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 8 May 2012, by Elsie Bachmayer Owner.

Tamara H. Friar
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 _____, 2012.

Notary Public, State of Texas

PARTITION DEED

STATE OF TEXAS * KNOW ALL MEN BY THESE
COUNTY OF WILLIAMSON * PRESENTS:

THAT WHEREAS, WE, Lucille Harwell, a widow, of 146 Montpelier Avenue, San Antonio, Bexar County, Texas and Elsie Bachmayer, a married woman, of Route 1, Box 95C, Coupland, Williamson County, Texas have and hold in common as their sole and separate property, that certain real estate (the "Property") hereinafter mentioned, and are desirous of making partition of the same;

NOW, THEREFORE, in consideration of the covenants herein contained and the conveyance herein made and to effect such partition, it is hereby COVENANTED, GRANTED, CONCLUDED, AND AGREED by, between, and among said parties and each of them COVENANTS, GRANTS, CONCLUDED, AND AGREES, for herself, themselves, her and their heirs, personal representatives, and assigns, that a partition of said Property be made as follows, to wit:

(1) The said Lucille Harwell, shall from henceforth have, hold, possess, and enjoy, in severalty, by herself and to her and her heirs, personal representatives, and assigns, for her part, share, and proportion of the said Property, free from any and all claims of the other parties hereto, all of that certain real estate lying and being situated in Williamson County, Texas referred to herein as First Tract, and more particularly described as follows:

FIRST TRACT: All that certain tract situated upon the (Big) J. C. Eaves Survey, Abstract No. 213, in Williamson County, Texas; and also being out of and a part of the following two tracts: (1) A tract described as containing 34.86 acres and as being "First Tract" in a Deed from Julius H. Wendland to J. B.

Schroeder that is dated November 18, 1925, and recorded in Volume 226, page 200, Deed Records of Williamson County, Texas, and which subsequently was conveyed to R. E. Beyer by Deed dated April 16, 1942, and recorded in Volume 312, page 572, Deed Records of Williamson County, Texas; AND (2) A tract described as containing 77.1 acres in a Deed to R. E. Beyer that is dated November 10, 1943, and recorded in Volume 319, page 381, Deed Records of Williamson County, Texas, the tract herein conveyed being more particularly described by metes and bounds as follows:

BEGINNING at the original S. W. corner of the above mentioned 34.86 acre tract, an angle iron driven into the ground, marking same, also the S. W. corner hereof;

THENCE along the West line of said 34.86 acre tract, N. $19^{\circ} 52' 22''$ W. 2206.29 feet to a 1/2 inch steel stake found in the South margin of the public road that runs along the North side hereof, the N. W. corner of this tract;

THENCE along the South margin of said road, N. $71^{\circ} 02' 04''$ E., at about 709 feet pass the N. E. corner of said 34.86 plot, which point is also the N. W. corner of the above mentioned 77.1 acre Beyer tract, and at 997.89 feet in all; a steel stake placed to mark the N. E. corner hereof; said point being also the N. W. corner of another 50.433 acre tract described as Second Tract hereinbelow;

THENCE S. $18^{\circ} 57' 52''$ E. 2204.62 feet to a steel stake placed in the 77.1 acre tract, to mark the S. E. corner hereof;

THENCE S. $70^{\circ} 56' 29''$ W. 994.54 feet to the PLACE OF BEGINNING, containing 50.433 acres, as surveyed on the ground during the month of May, 1976, by Sidney Perrin, Registered Public Surveyor No. 1165 of the State of Texas, and being a part of the same property described in the Deed of Gift from Augusta Beyer to Hugo Beyer et al, dated September 3, 1975, of record in Volume 617, page 316, Deed Records of Williamson County, Texas;

THIS TRACT is subject to a 20 foot wide road easement that begins at the S. E. corner of same and runs S. $70^{\circ} 56' 29''$ W. about 300 feet to the S. E. corner of the above mentioned 34.86 acre tract. A complete description of this easement is of record in Volume 226, page 200, Deed Records of Williamson County, Texas.

And the other party hereto, Elsie Bachmayer, joined by her husband, Erwin Bachmayer, HAVE GRANTED, RELEASED, CONFIRMED, AND CONVEYED, and by these presents DO HEREBY GRANT, RELEASE, CONFIRM, AND CONVEY unto the said Lucille Harwell, the Property in First Tract described above.

TO HAVE AND TO HOLD the above described Property, together with all and singular the rights and appurtenances thereto in any wise belonging and any right, title, and interest of the Grantor in and to adjacent streets, alleys, and rights-of-way, unto the said Lucille Harwell, her heirs, personal representatives, and assigns forever; and the other party hereto, Elsie Bachmayer, joined by her husband, Erwin Bachmayer, do bind themselves, their heirs, personal representatives, and assigns to WARRANT AND FOREVER DEFEND all and singular the said Property unto the said Lucille Harwell, her heirs, personal representatives, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, subject, however, as aforesaid.

(2) The said Elsie Bachmayer, shall from henceforth have, hold, possess, and enjoy, in severalty, as her sole and separate property, - by herself and to her and her heirs, personal representatives, and assigns, for her part, share, and proportion of the said Property, free from any and all claims of the other party hereto, all of that certain real estate lying and being situated in Williamson County, Texas, referred to herein as Second Tract, and more particularly described as follows:

SECOND TRACT: All that certain tract situated upon the (Big) J. C. Eaves Survey, Abstract No. 213, in Williamson County, Texas; and also being out of and part of a tract described as containing 77.1 acres in a Deed to R. E. Beyer that is dated November 10, 1943, and recorded in Volume 319, page 381, Deed Records of Williamson County, Texas, the tract herein conveyed

being more particularly described by metes and bounds as follows:

BEGINNING at the Point of intersection of the East line of said 77.1 acre tract and the South right of way line of the Public Road that borders this tract on the North, the N. E. corner hereof;

THENCE along the East line of said 77.1 acre tract, S. $19^{\circ} 42' 01''$ E. 1876.61 feet to a steel stake place at the S. E. corner hereof;

THENCE S $71^{\circ} 02' 04''$ W. 714.68 feet to a steel stake set at an inside corner hereof;

THENCE along a wire fence, S. $04^{\circ} 12' 52''$ E. 111.25 feet, S. $06^{\circ} 16' 34''$ E. 207.62 feet, and S. $19^{\circ} 49' 19''$ E. 17.3 feet to a steel stake found at an inside corner of said 77.1 acre tract;

THENCE S $70^{\circ} 56' 29''$ W. 315.02 feet to a steel stake place for the S. W. corner hereof;

THENCE N $18^{\circ} 57' 52''$ W. 2204.62 feet to a steel stake placed in the South right of way line of the above mentioned public road; the N. W. corner hereof;

THENCE along the South right of way line of said public road, N. $71^{\circ} 02' 04''$ E. 1110.89 feet to the PLACE OF BEGINNING, containing 50.433 acres, as surveyed on the ground during the month of May, 1976, by Sidney Perrin, Registered Public Surveyor No. 1165 of the State of Texas, and being a part of the same property described in the Deed of Gift from Augusta Beyer to Hugo Beyer et al, dated September 3, 1975, of record in Volume 617, page 316, Deed Records of Williamson County;

THIS TRACT is subject to a 20 foot wide road easement that begins at the S. W. corner of same and runs N. $70^{\circ} 56' 29''$ W. 315.22 feet. A complete description of this easement is of record in Volume 226, page 200, Deed Records of Williamson County, Texas.

And the other party hereto, Lucille Harwell, HAS GRANTED, RELEASED, CONFIRMED, AND CONVEYED, and by these presents DO HEREBY GRANT, RELEASE, CONFIRM, AND CONVEY unto the said Elsie Bachmayer, as her sole and separate property, the Property in Second Tract described above.

TO HAVE AND TO HOLD the above described Property, together with all and singular the rights and appurtenances thereto in any wise belonging and any right, title, and interest of Grantor in and to adjacent streets, alleys, and rights-of-way, unto the said Elsie Bachmayer, her heirs, personal representatives, and assigns forever; and the other party hereto, Lucille Harwell, does bind herself, her heirs, personal representatives, and assigns to WARRANT AND FOREVER DEFEND all and singular the said Property unto the said Elsie Bachmayer, her heirs, personal representatives, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, subject, however, as aforesaid.

IN WITNESS WHEREOF, we have hereunto set our hands this 21 day of January, 1989.

Elsie Bachmayer
ELSIE BACHMAYER

Erwin Bachmayer
ERWIN BACHMAYER

Lucille Harwell
LUCILLE HARWELL

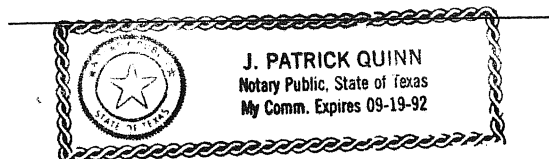
STATE OF TEXAS *

COUNTY OF WILLIAMSON *

This instrument was acknowledged before me on the 21 day of January, 1989 by Elsie Bachmayer.

T. Patrick Quinn
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

MY COMMISSION EXPIRES:



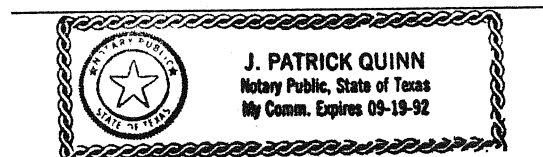
STATE OF TEXAS *

COUNTY OF WILLIAMSON *

This instrument was acknowledged before me on the 21 day of January, 1989 by ERWIN BACHMAYER.

T. Patrick Quinn
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

MY COMMISSION EXPIRES:



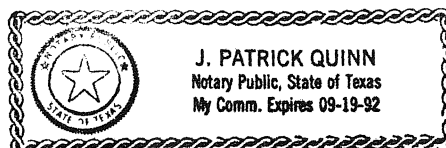
STATE OF TEXAS *

COUNTY OF WILLIAMSON *

This instrument was acknowledged before me on the 21 day of January, 1989 by LUCILLE HARWELL.

T. Patrick Quinn
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

MY COMMISSION EXPIRES:



LAW OFFICE OF
J. PATRICK QUINN
P.O. BOX 1228
102 WEST 3RD STREET
TAYLOR, TEXAS 76574
(512) 352-6345

February 15, 1989

Mrs. Lucille Harwell
146 Montpelier Avenue
San Antonio, TX 78228-1525

Re: Partition Deed

Dear Mrs. Harwell:

Enclosed is one (1) copy of the original recorded Partition Deed between you and your sister. Also enclosed is a copy of the letter to your sister we sent with the original recorded Deed.

It has been a pleasure working with you, and if I may be of any further service to you, please call.

Very truly yours,

J. Patrick Quinn
Attorney at Law

JPG/jg
enclosures

cc: Mrs. Elsie Bachmayer

LAW OFFICE OF
J. PATRICK QUINN

P.O. BOX 1228
102 WEST 3RD STREET
TAYLOR, TEXAS 76574
(512) 352-6345

February 15, 1989

Mrs. Elsie Bachmayer
Rt. 1, Box 95C
Coupland, TX 78615

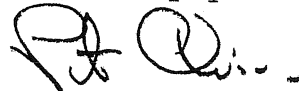
Re: Partition Deed

Dear Mrs. Bachmayer:

Enclosed is the original recorded Partition Deed between you and your sister.

It has been a pleasure working with you, and if I may be of any further service to you, please call.

Very truly yours,



J. Patrick Quinn
Attorney at Law

JPQ/jg
enclosure

cc: Mrs. Lucille Harwell

CARL G. ANDERSON
452 / 22
59.00 AC.

JAMES C
A

ERIC





City Council Meeting
July 12, 2012
Agenda Item Transmittal

Agenda Item #: 3

Agenda Title: Consider approving Ordinance 2012-18 establishing requirements allowing burning within the city limits.

Council Action to be taken: Continue discussion and consider approving Ordinance 2012-18

Initiating Department: Fire Department

Staff Contact: Pat Ekiss, Fire Chief

1. INTRODUCTION/PURPOSE

To continue the discussion and consider approving an ordinance allowing control burns within the city limits of Taylor for the clearing of vegetative growth in agricultural. At the May 24th council meeting Mr. Nolin Werchan expressed his concern with some of the restrictions in the ordinance as presented. The fire department has met with Mr. Werchan and adjusted the ordinance to attempt to address his concerns while remaining within the scope of the laws of the State of Texas.

2. DESCRIPTION/ JUSTIFICATION

The current ordinance has not been updated since 1956. There are many areas that are left to interpretation and are not consistent with today's approved standards. Extensive research was done to develop the standards established by this ordinance. The document closely follows TCEQ requirements which ensure that we meet all regulations established by the State of Texas and the Texas Forest Service. Our goal is to serve our customers that must use control burns as an efficient and cost effective means of clearing their land. The current ordinance does not legally allow for such a process. Staff has taken into account the concerns and thoughts of our city's agricultural partners in the development of this document.

3. FINANCIAL/BUDGET

There is no financial impact beyond what is currently listed in the fee schedule for control burns.

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

Staff recommends approval of ordinance.

6. REFERENCE FILES

3a. [Ordinance 2012-18](#)

3b. [Original ordinance August 1956](#)

ORDINANCE NO. 2012-18

ORDINANCE ESTABLISHING REQUIREMENTS ALLOWING BURNING WITHIN THE CITY OF TAYLOR, TEXAS; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF FIVE HUNDRED DOLLARS (\$500.00) FOR EACH OFFENSE, EXCEPT WHERE A DIFFERENT PENALTY HAS BEEN ESTABLISHED BY STATE LAW FOR SUCH OFFENSE, OR FOR ANY VIOLATION OF ANY PROVISION OR REGULATION WHICH GOVERNS FIRE SAFETY, ZONING, OR PUBLIC HEALTH AND SANITATION, INCLUDING DUMPING OF REFUSE WHICH SHALL BE PUNISHED BY PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00); PROVIDING SEVERABILITY, REPEALER, AND PUBLICATION CLAUSES.

WHEREAS, the City of Taylor, Texas, desires to establish regulations for outdoor burning within the City; and

WHEREAS, the Council deems the following regulations recommended by the Fire Chief to be reasonable and necessary; and

WHEREAS, it is in the best interest of the residents of the City of Taylor, Texas, that it shall have regulations concerning outdoor burning.

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

SECTION 1. Preamble Incorporation.

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. General.

The requirements set forth in this Ordinance are established to reduce the likelihood that burning will create a nuisance, cause a hazard, or harm the environment. Notwithstanding, burning will remain potentially a nuisance, can remain a hazard and may harm the environment

all of which remains the sole risk to the party responsible for the burn. Further, the party responsible for the burn remains liable for damages, injuries, or other consequences that may result from burning, even when it is carried out in compliance with this Ordinance.

SECTION 3. Inspections.

An onsite inspection conducted by the Fire Official designated by the City may be required prior to an approved permitted burn. If approved, the permit shall remain in effect for seventy two (72) hours from the date of the permit issuance after which the permit shall terminate.

SECTION 4. Fee.

The fee for a permitted burn will be the applicable fee in effect for the City on the date of permit issuance.

SECTION 5. Allowed Burn.

- a. Domestic waste (Not Permitted): Domestic waste is not an allowed burn.
- b. On-site burning of waste plant growth (Permit Required):
All practical alternative methods of disposal shall be considered before burning is permitted. Trees, brush, leaves, branch trimmings, or other plant growth may be burned on the property of five (5) acres or larger on which the material grew. The plant growth must be burned by the property owner or another person authorized by the owner.
- c. On-site burning of orchard waste plant growth (Permit Required):
An annual burn not to exceed six days for the purpose of maintaining an orchard is allowed. The provisions of Section 5.b. above are applicable to this provision.
- d. Burn pile options: The following burn pile options shall apply to Section 5.b. and 5.c. above.

Option 1. No more than two (2) piles shall be permitted to burn at once under the same permit. The plant growth to be burned shall be no larger than 400 cubic feet (4 feet in height x 10 feet in width x 10 feet in length). An onsite visual inspection of the burn site may be required and conducted by the Fire Official before a permit is approved.

Option 2. No more than four (4) piles shall be permitted to burn at once under the same permit. The plant growth to be burned shall be no larger than eighteen (18) cubic feet (2 feet in height x 3 feet in width x 3 feet in length). An onsite visual inspection of the burn site may be required and conducted by the Fire Official before a permit is approved.

e. Fires for recreation, ceremonies, cooking, or warmth (Permit Not Required):

Outdoor burning is allowed when used solely for recreational or ceremonial purposes, in the noncommercial preparation of food, or exclusively as a means of generating warmth in cold weather. As an example, campfires, ceremonial fires, and cooking fires are allowed. Requirements of Section 6. c, d, e, f, and g for an allowed outdoor burn apply to fires covered by this Section. Burning shall not cause a nuisance or hazard. Fires covered under this Section shall be no larger than eighteen (18) cubic feet (2 feet in height x 3 feet in width x 3 feet in length).

f. Land clearing operation (Permit Required):

Land clearing operations shall be the uprooting, cutting, or clearing of vegetation in connection with conversion for the construction of buildings, rights-of-way, residential, commercial, or industrial development, or the clearing of vegetation to enhance property value, access, or production. Land clearing does not include the maintenance burning of on-site property wastes such as fallen limbs, branches, or leaves, or other wastes from routine property clean-up activities, nor does it include burning following clearing for ecological restoration. Land clearing

operations is only permitted by the method and under the requirement of Section 6.h. below.

SECTION 6. Burn Requirements.

The Requirements imposed for an allowed burn are:

- a. Keep fires downwind of or at least 300 feet away from any neighboring structure that contains sensitive receptors.
- b. Begin burning no earlier than one hour after sunrise and end burning on the same day and no later than one hour before sunset.
- c. A responsible party possessing a permit required under this ordinance must be present while the burn is active and the fire is progressing or smoldering. The permit must be produced upon request.
- d. At the end of the burn, extinguish isolated residual fires or smoldering objects.
- e. No burning is allowed unless weather conditions are such that the smoke will dissipate on the day the burn is to be initiated (winds of at least six (6) miles per hour) while still allowing the fire to be contained and controlled (winds no faster than twenty-three (23) miles per hour).
- f. No burning during a Red Flag Warning day.
- g. No burning shall be allowed during any Federal, State, County, or City ban imposed on burning applicable to a proposed burn.
- h. *Air-curtain incineration* (trench burning), which is authorized under a permit by rule or standard permit. Companies that specialize in air-curtain incineration must obtain prior TCEQ approval, obtain a federal operating permit, and follow specific written operating procedures before a permit is issued.
- i. The Fire Official retains authority at all times to revoke a permit that has been issued or permit outdoor burning for extenuating circumstances deemed reasonable or necessary by the Fire Official.

SECTION 7. Definitions.

Extinguished:

The absence of any visible flames, glowing coals, or smoke.

Orchard:

Trees or shrubs on an area of land devoted to the cultivation for fruits or nuts.

Structure containing sensitive receptor(s):

A man-made structure utilized for human residence or business, the containment of livestock, or the housing of sensitive live vegetation. The term "man-made structure" does not include such things as range fences, roads, bridges, hunting blinds, or facilities used solely for the storage of hay or other livestock feeds. The term "sensitive live vegetation" is defined as vegetation that has potential to be damaged by smoke and heat. Examples of which include, but are not limited to, nursery production, mushroom cultivation, pharmaceutical plant production, or laboratory experiments involving plants.

Sunrise/Sunset:

Official sunrise/sunset as set forth in the United States Naval Observatory tables available from National Weather Service offices.

Practical Alternative Method(s):

An economically, technologically, ecologically, and logistically viable option. Recycling, composting, mechanical chipping or mulching, and landfill.

Domestic wastes:

Include wastes that normally results from the function of life within a residence—for example, kitchen garbage, cardboard boxes, packaging, and clothing. Such things as tires, construction debris, furniture, carpet, electrical wire, and appliances are not considered to be domestic waste and cannot be burned.

Red Flag Warning:

A term used by fire-weather forecasters to call attention to limited weather conditions of particular importance that may result in extreme burning conditions. It is issued when it is an on-going event or the fire weather forecaster has a high degree of confidence that Red Flag criteria will occur within twenty-four (24) hours of issuance. Red Flag criteria occurs whenever a geographical area has been in a dry spell for a week or two, or for a shorter period , if

before spring green-up or after fall color, and the National Fire Danger Rating System (NFDRS) is high to extreme and the following forecast weather parameters are forecasted to be met:

- 1) a sustained wind average 15 mph or greater
- 2) relative humidity less than or equal to 25 percent
and
- 3) a temperature of greater than 75 degrees F.

SECTION 8. Penalty.

Any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be guilty of a misdemeanor and upon conviction shall be subjected to a fine not to exceed the sum of Five Hundred Dollars (\$500.00) for each offense, except where a different penalty has been established by State law for such offense in which event the penalty shall be fixed by state law and if deemed a violation of any provision which governs fire safety, zoning or public health or sanitation shall be punished by a penalty of fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense; and each and every day such violation is continued shall be deemed to constitute a separate offense.

SECTION 9. Severability.

If any article, paragraph, or part of a paragraph of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, the same shall not invalidate or impair the validity, force or effect of any other article, paragraph or part of a paragraph of this Ordinance which shall remain in full force and effect.

SECTION 10. Repealer.

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

SECTION 11. Publication.

The City Clerk is hereby authorized and directed to publish the caption of this Ordinance, together with the penalty

provision contained therein, in the manner and for the length of time prescribed by law.

In accordance with Article VIII, Section 1 of the City Charter, Ordinance No. 2012-18 was introduced before the Taylor City Council on the 24th day of May, 2012.

PASSED, APPROVED and ADOPTED on this the ____ day of _____, 2012.

Don R. Hill, Mayor

ATTEST:

Susan Brock, City Clerk

APPROVED AS TO FORM:

Ted W. Hejl, City Attorney

CERTIFICATE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

I, Susan Brock, being the current City Clerk of the City of Taylor, Texas, do hereby certify that the attached is a true and correct copy of Ordinance No. 2012-18, passed and approved by the City Council of the City of Taylor, Texas, on the ____ day of _____, 2012, 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 _____, 2012.

Susan Brock
City Clerk

ORDINANCE - BURNING OF RUBBISH AND TRASH

AN ORDINANCE REGULATING THE BURNING OF RUBBISH, TRASH, BRUSH, WASTE, LEAVES, GRASS, WEEDS, SHAVINGS, LUMBER, COTTON HULLS AND BURRS AND GIN TRASH AND LINT WITHIN THE CORPORATE LIMITS OF THE CITY OF TAYLOR, TEXAS; PROVIDING PENALTIES FOR THE VIOLATION OF THIS ORDINANCE OF A FINE NOT LESS THAN \$10.00 AND NOT MORE THAN \$200.00; REPEALING CONFLICTING ORDINANCES OR PARTS OF ORDINANCES AND DECLARING AN EMERGENCY IN ITS ENACTMENT.

BE IT ORDAINED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF TAYLOR, TEXAS:

Section 1. This entire ordinance is and shall be deemed an exercise of the police power of the City of Taylor, Texas, for the public safety, comfort, convenience and protection of the city and citizens of said city and all provisions hereof shall be construed for the accomplishment of that purpose.

Section 2. It shall hereafter be unlawful for any person, persons, firm or corporation to burn or have burned any rubbish, trash, brush, waste, leaves, grass, weeds, shavings, lumber, cotton hulls and burrs and gin trash and lint in or on any street or alley or on any lot within two hundred feet of any building in the corporate limits of the City of Taylor; provided that such materials may be burned on lots only in incinerators that have been approved by the fire chief of said city, which will not permit flying of sparks and any such incinerator shall be so located that smoke will not become a nuisance to occupants of surrounding buildings or areas, nor shall any such incinerator create a hazard to surrounding property.

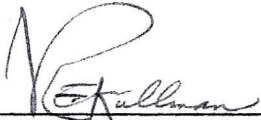
Section 3. Any person, firm or corporation violating any provisions of this ordinance or failing to observe any provision hereof shall be deemed guilty of a misdemeanor and upon conviction shall be fined in any sum not less than \$10.00 and not more than \$200.00.

Section 4. All ordinances or any portion thereof in conflict with the provisions of this ordinance are hereby repealed.

Section 5. Inasmuch as the entire ordinance is deemed an exercise of the police power of the City of Taylor, Texas, for the public safety, comfort, convenience and protection of the city and citizens of said City, this ordinance is to become effective immediately; the rules inhibiting the passage of an ordinance on the day on which it is introduced and requiring the reading of an ordinance at

three (3) different meetings of the Board of City Commissioners be, and they are hereby, suspended as to this ordinance; that this ordinance be, and it is hereby, declared to be an emergency measure, and that it be placed upon its first, second and third readings and final passage and shall become effective immediately, and it is so passed.

PASSED, EXAMINED and APPROVED, this the 28th day of August,
A. D. 1956.



R. E. Kollman, Chairman of the
Board of City Commissioners of
the City of Taylor, Texas.

ATTEST:



A. M. Ahlgreen, City Clerk of
the City of Taylor, Texas

*Caption published
Sept. 12, 1956*



City Council Meeting
July 12, 2012
Agenda Item Transmittal

Agenda Item #: 4

Agenda Title: Consider authorizing the City Manager to enter into an agreement with The Retail Coach, LLC for retail recruitment services.

Council Action to be taken: Approve or deny

Initiating Department: City Manager's Office

Staff Contact: Jeff Straub

1. INTRODUCTION/PURPOSE

It has been several years since the City of Taylor last contracted to have a retail study conducted (Buxton). Since that time, variables affecting retail recruitment have changed: The Taylor Regional Sports Complex has become operational and highly successful; Chandler Road will soon be completed; Population changes have occurred.

The Retail Coach, LLC is a very highly regarded and experience retail recruitment firm that will not only conduct the requisite research required for a comprehensive retail study and produce modern marketing materials for use in retail and hotel recruitment, they will also conduct this recruitment with companies that match our City's profile.

TEDC has agreed to pay for the first component phase of this study (up to \$16,000).

Staff is seeking Council's approval to enter into this agreement with The Retail Coach, LLC with the City of Taylor paying for Phase II (the implementation stage) of this project.

2. DESCRIPTION/ JUSTIFICATION

As stated above, the time for a new retail study is at hand. The Retail Coach, LLC comes highly recommended by other cities (see attached reference checks) and has assisted cities in obtaining the types of retailers and hotels we seek.

The process The Retail Coach will employ is broken down into various phases:

PHASE I - Regional Market Analysis; Retail Trade Area Determination and Analysis; Demographic and Psychographic Profiling; Retail Gap Analysis; Retailer Analysis and Selection.

PHASE II – Implementation: Taylor Marketing and Packaging (20 retailer specific marketing packages; Actual Presentation by The Retail Coach to matching companies; Provide feedback regarding retail recruitment and economic development.

3. FINANCIAL/BUDGET

\$16,000 in funds available and not obligated in this year's budget will be utilized to fund this project.

A part of these funds had been set aside for updating the City's Strategic Plan. In light of our major focus on streets being identified as a priority without the Strategic Plan update, it seems prudent to staff to redirect these funds for retail and hotel recruitment.

4. TIMELINE CONSIDERATIONS

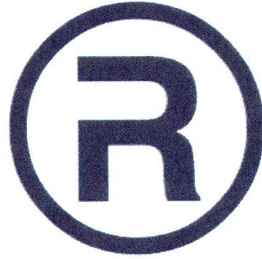
Staff seeks approval ASAP, though there are no time constraints in executing this agreement. We believe the sooner we get started, the sooner we will garner results.

5. RECOMMENDATION

Staff recommends approval.

6. REFERENCE FILES

- 4a. [The Retail Coach proposal for retail recruitment strategy](#)
- 4b. [Reference Check emails](#)



TheRetailCoach®

Moving Beyond Data

PROPOSAL FOR RETAIL RECRUITMENT STRATEGY

Presented to
City of Taylor
05.03.12

THIS AGREEMENT is made and entered into as of the ____ day of _____, 2012 by and between a limited liability entity, The Retail Coach, L.L.C. (hereinafter "TRC") and City of Taylor (hereinafter "COT").

WITNESSETH:

WHEREAS, COT is seeking to continue to attract retail and retail development to Taylor;

WHEREAS, TRC desires to provide assistance to COT with market research services and the assessment, development and execution of a targeted retail recruitment and development strategy; and

WHEREAS, the parties hereto desire to set forth their mutual understandings and agreements regarding the services to be performed by TRC.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

PROJECT TEAM

With experience in more than 150 communities in 33 states, the TRC team excels in 1) developing market-based, community-specific approaches to retail recruitment, development and redevelopment strategies; 2) directing retail economic development and community development projects; and 3) equipping and coaching our clients in implementing the strategies we develop.

The directors for this project will be Aaron Farmer and C. Kelly Cofer. Mr. Farmer and Mr. Cofer are active coaches to numerous economic development organizations throughout the United States with market research services and comprehensive retail recruitment, development and redevelopment plans that are uniquely market-based and community-driven.

PROJECT APPROACH

TRC proposes the following two-phase process for completing our work:

PHASE I: ASSESSMENT

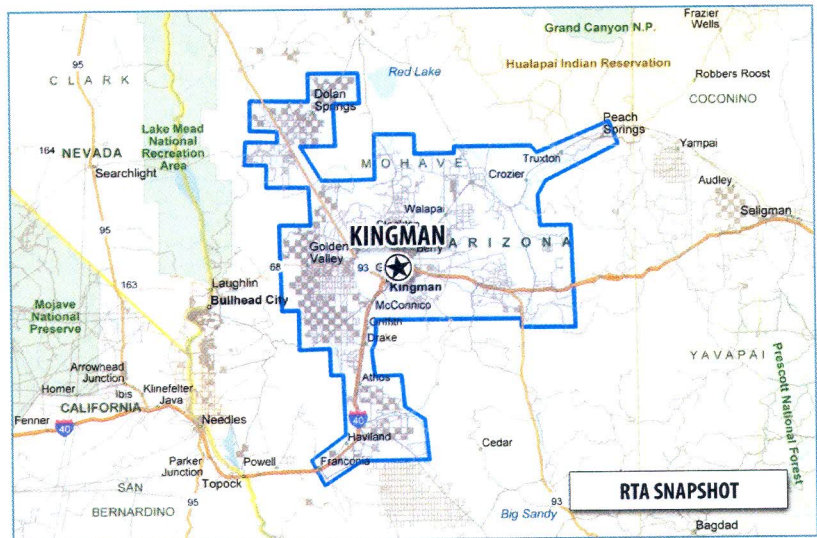
During the assessment phase, we will first strive to understand Taylor's economic dynamics in order to develop unique retail strategies that address the city's unique needs. We will execute both regional and local market analyses, and then focus our efforts on the retail development/redevelopment opportunities in Taylor.

Regional Market Analysis

- TRC will perform a regional market analysis, evaluating the region and Taylor. This "macro to micro" approach allows TRC to better analyze existing regional economic dynamics in order to develop unique retail strategies that address Taylor's issues and to determine the specific sites or properties which offer the greatest development and/or redevelopment opportunities.

Retail Trade Area Determination & Analysis

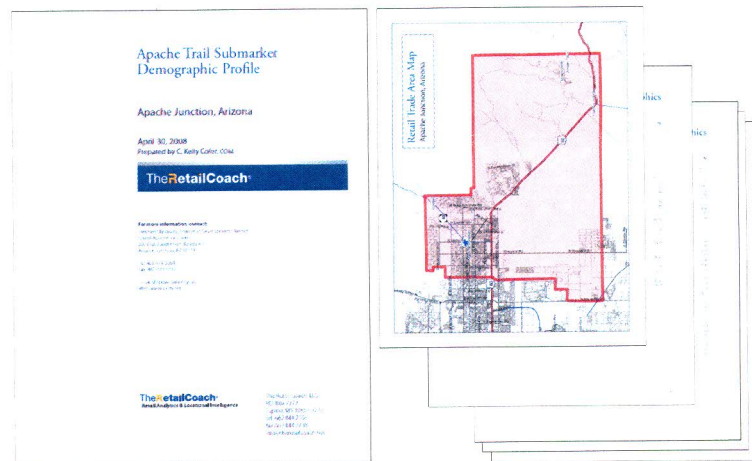
- TRC will analyze the retail market by traveling primary and secondary traffic arteries in Taylor to gain a better understanding of current retail offerings, as well as potential retailer gaps or opportunities. During this process, we identify ingress and egress to retail areas and emerging retail areas from population clusters, residential neighborhoods and other communities.
- TRC will perform retail assessments and competition analyses in surrounding communities that may compete with Taylor and record their primary retailers (and restaurants).
- TRC will meet with public, private and community stakeholders (to be selected by COT) to gain a better understanding of Taylor's retail recruitment, development and/or redevelopment needs. Stakeholders may include city representatives, COT and Taylor EDC staff, community stakeholders, developers, property owners, developers and downtown merchants.
- TRC will interview and/or meet with a minimum of fifteen (15) primary retailers in Taylor to determine where their customers are traveling from.
- TRC will catalog Texas license plate numbers of consumers shopping in Taylor, search their addresses and determine where they are traveling from.
- TRC will then create a retailer-defined, custom polygon boundary map of Taylor's retail trade area based on our research time spent in the region and community, competition analysis factors, community stakeholder meetings, personal interviews with retailers and license plate surveys.



Retail Trade Area Map Example

Demographic & Psychographic Profiling

- TRC will develop a comprehensive demographic profile comprised of retail trade area demographics, including drivetimes and radials, and Taylor community demographics.



Demographic Profile Package

- TRC will then cross-reference retail trade area demographic data with current psychographic lifestyle segmentation profiles of the households in the retail trade area to determine the common purchasing behaviors and lifestyle characteristics. We also provide a bar graph of the 66 Lifestyle Segments, highlighting the dominant segments present within the retail trade area, along with lifestyle definitions.

[illegible]

Retail Gap Analysis

- TRC will use our “Retail Coach” proprietary software model to analyze estimated actual sales figures, formulate estimated potential sales for the retail trade area, and identify and document retail sales surpluses and/or leakages in 52 different retail sectors within Taylor.

Primary Retail Trade Area Summary Table

SIC	RETAIL SECTOR	POTENTIAL SALES	EST. ACTUAL SALES	SURPLUS/LEAKAGE	% SURPLUS
520	Tenement and Office				
521	Retail Sales and				
522	Retail Sales and				
523	Retail Sales and				
524	Retail Sales and				
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562	Retail Sales and				

Summary Table (continued)

560	Shoe Stores	\$19,400,380	\$0	\$19,400,380	100%
561	Shoe Stores, Apparel and Accessories Stores	\$10,910,947	\$0	\$10,910,947	100%
562	Shoe Stores, Apparel and Accessories Stores	\$4,000,000	\$4,000,000	\$0	0%
563	Shoe Stores, Apparel and Accessories Stores	\$1,114,006	\$1,000,000	\$114,006	7%
564	Shoe Stores, Apparel and Accessories Stores	\$6,119,889	\$1,000,000	\$5,119,889	8%
565	Shoe Stores, Apparel and Accessories Stores	\$10,400,000	\$1,000,000	\$9,400,000	9%
566	Shoe Stores, Apparel and Accessories Stores	\$4,000,000	\$4,000,000	\$0	0%
567	Shoe Stores, Apparel and Accessories Stores	\$12,100,000	\$12,100,000	\$0	0%
568	Shoe Stores, Apparel and Accessories Stores	\$12,100,000	\$12,100,000	\$0	0%
569	Shoe Stores, Apparel and Accessories Stores	\$12,100,000	\$12,100,000	\$0	0%
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574	Shoe Stores, Apparel and Accessories Stores	\$12,100,000	\$12,100,000	\$0	0%
575	Shoe Stores, Apparel and Accessories Stores	\$12,100,000	\$12,100,000	\$0	0%
576	Shoe Stores, Apparel and Accessories Stores	\$12,100,000	\$12,100,000	\$0	0%
577	Shoe Stores, Apparel and Accessories Stores	\$12,100,000	\$12,100,000	\$0	0%
578	Shoe Stores, Apparel and Accessories Stores	\$12,100,000	\$12,100,000	\$0	0%
579	Shoe Stores, Apparel and Accessories Stores	\$12,100,000	\$12,100,000	\$0	0%
580	Shoe Stores, Apparel and Accessories Stores	\$12,100,000	\$12,100,000	\$0	0%
581	Shoe Stores, Apparel and Accessories Stores	\$12,100,000	\$12,100,000	\$0	0%
582	Shoe Stores, Apparel and Accessories Stores	\$12,100,000	\$12,100,000	\$0	0%
583	Shoe Stores, Apparel and Accessories Stores	\$12,100,000	\$12,100,000	\$0	0%
584	Shoe Stores, Apparel and Accessories Stores	\$12,100,000	\$12,100,000	\$0	0%
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- TRC will create and provide summary graphs of each retail sector illustrating potential sales versus estimated actual sales.

Retailer Analysis & Selection

- TRC will cross-reference the psychographic lifestyle segmentation profile and the demographic profile for the retail trade area with our active database of retailers to identify those whose preferred customers match the combined profiles.
- TRC will provide COT a master list of targeted retailers based on the matching of their site selection criteria to our findings from the regional market analysis, retail trade area determinations & analyses, demographic & psychographic profiles and retail gap analyses. COT and TRC will work together to prepare a target list of twenty (20) unique retailers.
- TRC will provide company name, address, contact name(s) and telephone numbers for each targeted retailer in a Microsoft® Excel spreadsheet file.

PHASE II: IMPLEMENTATION

Based on the findings of the regional market analysis and public/private input obtained during the Assessment phase, TRC will identify and develop effective strategies to enhance Taylor's retail economy. Deliverables from this phase will include:

Taylor Marketing & Packaging

- TRC will create a retailer-specific marketing package for each targeted retailer (20 total). These packages are retailer-specific and include retailer logo, locational map, map showing retailers' nearest locations, along with drive-times and distances, demographic profiles, psychographic profiles and COT logo and contact information.



- [illegible]

COMMUNITY TRIPS

We will make approximately three (3) total trips to Taylor during the project.

PROJECT SCHEDULE

The TRC team is available to begin this work immediately upon agreement of terms. We will carry out the work plan within one hundred twenty (120) business days upon agreement of terms.

FEES AND EXPENSES

The total fee for completion of this work is \$30,000, plus actual expenses. The total cost including expenses will not exceed \$32,000.

- \$10,000 upon execution of the Agreement;
- \$10,000 upon completion of the Retail Trade Area Determination and Retail Gap Analyses; and
- \$10,000 upon completion and presentation of the final report.

PROJECT OPTION

PHASE I: ASSESSMENT

\$15,000 plus expenses. Work will be completed within sixty (60) business days.

PHASE II: IMPLEMENTATION

\$15,000 plus expenses. Work will be completed within sixty (60) business days

IN WITNESS WHEREOF, the parties have executed this agreement as of the ____ day of _____, 2012.

The Retail Coach, L.L.C.

By: _____

C. Kelly Cofer, President & CEO

City of Taylor

By: _____

As part of our strategy, TRC shall provide COT the following project deliverables:

- Stakeholder Meetings Summary
- Retail Trade Area Map with Demographic Profile
- Community Demographic Profile
- Retail Psychographic Profile, including dominant lifestyle segmentation definitions and characteristics
- Retail Gap Analysis (RGA), including a summary table and summary graphs, showing surpluses and/or leakages for the 52 retail sectors
- Customizable RGA PowerPoint presentation containing retail trade area demographic profile, summary table and summary graphs showing surpluses and/or leakages
- 20 Retailer-Specific Marketing Packages
- Retail Market Profile with appropriate logo and contact information
- Target list of 20 retailers and restaurants along with contact information in a Microsoft® Excel spreadsheet file
- Summary report based on our retailer and restaurant contacts and provided in a Microsoft® Excel spreadsheet file
- Community and Economic Development Observations & Recommendations

TRC will provide one hard copy final report for each community. Further, TRC will provide all reports and data files on CD-ROM or DVD-ROM.

The Retail Coach Reference Checks

Hey Jeff - We were very impressed, and hope to have them back here in our next budget year!! One of the things that impressed me the most was how "hands-on" they were - they didn't just hand me a book of reports and say "good luck!" They literally walked with me every step of the way. We were specific about some of the things we were interested in recruiting...a national chain sit-down restaurant and another hotel were 2 things at the top of our priority list. **They helped us land a Chili's Restaurant and a new LaQuinta Hotel, along with several other small retail establishments.** I just got your voice mail and will be happy to talk with you if you need any more information. Just let me know. Thanks and have a great weekend!

Patti Worfe
Assistant City Manager /
Economic Development Director
City of Angleton

Jeff:

Thank you for allowing me to provide you with information regarding The Retail Coach based upon personal and professional experience. It is with great pleasure that I highly recommend The Retail Coach for performance of any retail trade leakage/surplus analysis, definition of the retail trade area, and formulation and implementation of a retail strategy for the City of Taylor, Texas.

Since 2007, The Retail Coach has been a critically important strategic partner in the complete formulation and implementation of the retail strategy for the City of Corsicana and Navarro County. To date, The Retail Coach has proactively assisted our community in successfully recruiting the following retailers and restaurants:

- Applebee's Neighborhood Grill
- Arby's
- Atwood's Ranch and Home
- Cinergy Cinema's Family Entertainment Center (e.g. 8 screen movie theater, video arcade, eatery, bowling, golf)
- Comfort Inn
- Denny's
- Hampton Inn & Suites
- LaQuinta Inn
- Office Depot
- Schlotzsky's (to be announced within next 30 days)
- Steele's (recently announced in the local newspaper)
- Subway

Furthermore, the City of Corsicana heavily depends upon the retail trade related data provided by The Retail Coach during the ongoing recruitment of several national and regional restaurants and retailers that continues to be work in progress.

Please let me know if you have any questions, or if I may be of additional assistance to you in any way.

Best regards,

Lee

Lee McCleary, CEcD
Economic Development Director
City of Corsicana / Navarro County

We contracted w/ the Retail Coach late last year to develop an analysis of the retail market in Midland. The purpose of this work was to demonstrate the high demand and need for additional retail development throughout the City. Our point of contact through the project was Aaron Farmer. He and his staff did an excellent job producing this document for us. We were so pleased with the results that we provided a copy of it to all the attendees at a developers forum we held in January. We even invited Aaron to be one of our guest speakers to present his results. The project was completed on time, within budget, and with exceptional quality. I also found Aaron to be extremely responsive to questions and requests throughout the process. I would recommend for any similar work you might be considering his company to do.

Please let me know if I can answer any additional questions.

Jim Nichols, PE, ICMA-CM
Assistant City Manager

City of Midland



***City Council Meeting
July 12, 2012
Agenda Item Transmittal***

Agenda Item #: 5
Agenda Title: Consider setting date for joint meeting with TEDC Board of Directors.

Council Action to be taken: Set Date of Future Joint Meeting or Pass

Initiating Department: City Manager's Office

Staff Contact: Jeff Straub, Assistant City Manager

1. INTRODUCTION/PURPOSE

The TEDC Board Chair Christine Lopez and President/CEO Jason Ford have requested a joint meeting between the City Council and TEDC Board of Directors where TEDC may discuss their vision and goals. They welcome an exchange of ideas with the City Council and are seeking a public forum where this may occur.

2. DESCRIPTION/ JUSTIFICATION

The first available meeting week for the TEDC Board is the first week of August. The Thursday that week is August 2nd.

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

To set a date for a joint meeting if Council wishes.

6. REFERENCE FILES



***City Council Meeting
July 12, 2012
Agenda Item Transmittal***

Agenda Item #: 6
Agenda Title: Receive update on Community Recreation Center project.
Council Action to be taken: Receive Report
Initiating Department: Engineering
Staff Contact: Casey Sledge, Consulting Engineer

1. INTRODUCTION/PURPOSE

Casey Sledge, our project manager on the Community Recreation Center Project will provide an update on this project.

2. DESCRIPTION/ JUSTIFICATION

To provide Council with an update on the Rec. Center Project in a public forum.

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

Receive report

6. REFERENCE FILES

5a. Report to be presented at the meeting.