

AGENDA

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

JUNE 26, 2014, 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 12, 2014. (Susan Brock)
2. Approve Ordinance 2014-08 regulating distance requirements between churches and establishments selling alcohol. (Bob van Til)
3. Approve Ordinance 2014-09 correcting Ordinance 2013-15 regarding annexation of property described as 27.3 acres owned by Marvin Graw. (Bob van Til)
4. Concur with preliminary financials for May, 2014. (Rosemarie Dennis)

REGULAR AGENDA; REVIEW/DISCUSS AND CONSIDER ACTION

5. Consider confirming Interim City Manager reappointment of Leland Enochs to the Civil Service Commission. (Jeff Straub)
6. Consider recommendation by the Taylor Tax Increment Finance (TIF) Advisory Board to hire Design Workshop, Inc. to create a Downtown Master Plan. (Bob van Til)
7. Consider introducing Ordinance 2014-10 approving the abandonment of a portion of Wren Way west of Jason Drive. (Bob van Til)
8. Consider introducing Ordinance 2014-11 regulating vacant buildings in the Central Business District. (Bob van Til)
9. Receive presentation regarding program to redevelop South Main Street. (Bob van Til)
10. Update on Requests for Qualifications for 7th Street Facility. (Jeff Straub)
11. Review Communications component of the TEEX Taylor Community and Economic Initiative Action Plan. (Jeff Straub)
12. Discuss future council meeting dates. (Mayor)
13. Consider future agenda items. (Mayor)

EXECUTIVE SESSION

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

- Project Lone Star
- Project Austin

15. Consider action from Executive Session.

ADJOURN

The Council may vote and/or act upon each of the items listed in this Agenda. The Council reserves the right to retire into executive session concerning any of the items listed on this Agenda, whenever it is considered necessary and legally justified under the Open Meetings Act including: Section 551.071 (Consult with attorney); Section 551.072 (Real Property); Section 551.073 (Gifts and Donations); Section 551.074 (Personnel Matters); Section 551.076 (Security Devices); and Section 551.087 (Economic Development). I certify that the notice of meeting was posted in the Taylor City Hall Lobby before 6:00 pm on June 23, 2014 and remained posted for at least 72 hours continuously before the scheduled time of said meeting. I further certify that the following news media was notified of this meeting: Taylor Press.

In compliance with the ADA the City Hall and Council Chambers 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: Susan Brock Date 6/23/14
Susan Brock, City Clerk



***City Council Meeting
June 26, 2014
Agenda Item Transmittal***

Agenda Item #: 1
Agenda Title: Approve minutes for June 12, 2014.
Council Action: Approve by consent or approve with corrections
Initiating Department: City Management/City Clerk
Staff Contact: Susan Brock, City Clerk

1. INTRODUCTION/PURPOSE

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

2. DESCRIPTION/ JUSTIFICATION

N/A

3. FINANCIAL/BUDGET

N/A

4. RECOMMENDATION

Approve as submitted or amend with changes noted.

5. REFERENCE FILES

1a. [Minutes, June 12, 2014.](#)

The City Council of the City of Taylor met on June 12, 2014, at City Hall, 400 Porter St., Taylor, Texas. Mayor Jesse Ancira, Jr. declared a quorum and called the meeting to order at 6:00 p.m. with the following present:

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

Jeff Straub, Interim City Manager
Ted Hejl, City Attorney
Susan Brock, City Clerk

INVOCATION

Mr. Danny Thomas led the group in prayer.

PLEDGE OF ALLEGIANCE

PROCLAMATIONS/RECOGNITION

1. PROCLAMATION: IN RECOGNITION OF VESTA RYAN.

Ms. Vesta Ryan accepted a proclamation from Mayor Ancira presented at the request of the members of the First United Methodist Church in Taylor.

2. PROCLAMATION: BLACKSHEAR/O.L.PRICE EX-STUDENT'S ASSOCIATION.

Mayor Ancira presented a proclamation to Ms. Diane Thomas on behalf of the Blackshear/O.L.Price Ex-Student's Association who will be holding a special event the weekend of June 13-15, 2014.

CITIZENS COMMUNICATION

No citizens came forward during this time.

CONSENT AGENDA

3. APPROVE MINUTES FOR MAY 19, MAY 20, MAY 22, AND MAY 27, 2014.

4. CONSIDER AN AMENDMENT TO THE ALLIANCE GEOTECH 380 AGREEMENT.

5. CONCUR WITH PRELIMINARY FINANCIALS FOR APRIL, 2014.

Council Member Green moved to approve the consent agenda as presented and Council Member Hill seconded the motion. VOTE: Five voted AYE. Motion passed.

REGULAR AGENDA: REVIEW/DISCUSS AND CONSIDER ACTION

6. RECEIVE PROGRESS REPORT FROM THE STREET MAINTENANCE AND RECONSTRUCTION COMMITTEE.

Mr. Ed Komandosky, Chair, presented a report from the Street Committee followed by Mr. Jose Orta who presented the results from an initial survey conducted during the Zest Fest on May 3rd. The committee has six neighborhood meetings planned in July to allow them to continue to gather more information from citizens. No action was taken on this item.

7. CONSIDER INTRODUCING ORDINANCE 2014-08 REGULATING DISTANCE REQUIREMENTS BETWEEN CHURCHES AND ESTABLISHMENTS SELLING ALCOHOL.

Mr. Bob vanTil, Director of Planning and Development, presented a request to consider

introducing an ordinance that would help alleviate certain restrictions regarding new development in the downtown district. Council expressed concern over the proposed changes to the Downtown district map and asked that the original map be retained with this ordinance. Noting this request, Mayor Ancira asked Mr. Hejl to read the caption as written and to introduce the ordinance and retain the original map of the area.

ORDINANCE NO. 2014-08

AN ORDINANCE OF THE CITY OF TAYLOR, TEXAS, AMENDING AN ORDINANCE PASSED, EXAMINED AND APPROVED BY THE CITY OF TAYLOR MARCH 25, 1941, ESTABLISHING DISTANCE REQUIREMENTS FROM ANY CHURCH, PUBLIC SCHOOL, PUBLIC HOSPITAL FOR THE SALE OF ALCOHOLIC BEVERAGES BY ANY DEALER ("1941 ORDINANCE") BY DELETING THE DISTANCE REQUIREMENT FROM CHURCHES IN THE CENTRAL BUSINESS DISTRICT ESTABLISHED BY ORDINANCE 01-03-94; ESTABLISHING A NEW PENALTY FOR VIOLATION OF THE 1941 ORDINANCE; PROVIDING A SAVINGS CLAUSE.

8. CONSIDER INTRODUCING ORDINANCE 2014-09 CORRECTING ORDINANCE 2013-15 REGARDING ANNEXATION OF PROPERTY DESCRIBED S 27.3 ACRES OWNED BY MARVIN GRAW.

Mr. vanTil presented a request to consider introducing an ordinance that would make the necessary corrections to the 2013 annexation document with regards to a development agreement with Mr. Graw that was inadvertently not included in the information sent to the County. With no further discussion, Mayor Ancira asked Mr. Hejl to introduce the ordinance as presented.

ORDINANCE NO. 2014-09

AN ORDINANCE OF THE CITY OF TAYLOR, TEXAS, AMENDING ANNEXATION ORDINANCE 2013-15, ADOPTED BY THE CITY OF TAYLOR, TEXAS, JUNE 27, 2013, IN ORDER TO CORRECT THE LEGAL DESCRIPTION OF THE PROPERTY ANNEXED IN ORDINANCE 2013-15; ORDINANCE 2013-15 INCORRECTLY DESCRIBED A 27.3 ACRE TRACT OF LAND AS ANNEXED PROPERTY WHICH WAS EXCLUDED FROM ANNEXATION BY VIRTUE OF A DEVELOPMENT AGREEMENT; THIS ORDINANCE IS INTENDED TO CORRECT THE LEGAL DESCRIPTION IN ORDINANCE 2013-15 EFFECTIVE JUNE 27, 2013, BY ATTACHING TO THIS ORDINANCE THE CORRECT AREA ANNEXED TO THE CITY IN ORDINANCE 2013-15; PROVIDING A SAVINGS CLAUSE.

9. CONSIDER APPROVING RESOLUTION R14-12 TO ENTER INTO AN AGREEMENT WITH THE CHOICE PARTNERS PURCHASING COOPERATIVE.

Ms. Rosemarie Dennis, Finance Director, presented a request to consider an agreement that would allow the city to participate in a cooperative purchasing program to expand our options for purchasing equipment. This particular program offers a substantial price discount on photocopy machines.

Council Member Hill moved to approve Resolution R14-12 and the agreement with Choice Partners Purchasing Cooperative and Mayor Pro Tem Gonzales seconded the motion. VOTE: Five voted AYE. Motion passed.

10. CONSIDER REQUEST FOR FUNDING FROM TEXAS MISSION OF MERCY DENTAL SERVICE PROGRAM.

Mr. Straub presented a request from the Texas Mission of Mercy to help fund their program this year. They anticipate over 100 people from Taylor will be served this year and are conducting the actual clinic in Georgetown this year. Council Member Green moved to approve \$2500 from the General Fund Reserves for the Texas Mission of Mercy program and Council Member Rydell seconded the motion. VOTE: Five voted AYE. Motion passed.

11. CONSIDER FUTURE AGENDA ITEMS.

Mayor Ancira asked for additional items from the Council; he stated his own request to have staff develop guidelines and/or incentives to focus on attracting development to the south side of the city. Council Member Rydell asked for an update on the 7th Street Facility, and Mayor Pro Tem Gonzales requested more frequent updates from the TEDC.

12. EXECUTIVE SESSION I. The Taylor City Council will conduct a closed executive meeting pursuant to the provisions of the Open Meetings Law, Chapter 551, Government Code, in accordance with the authority contained in Section 551.074 to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee:

- Chris Hartung of Chris Hartung Consulting will meet with Council to discuss the City Manager position.

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

- Project Overload

14. EXECUTIVE SESSION III. The Taylor City Council will conduct a closed executive meeting pursuant to the provisions of the Open Meetings Law, Chapter 551, Government Code, in accordance with the authority contained in Section 551.072 in order to deliberate regarding the purchase, exchange, lease, or value of real property.

- Disposition of West End School

Mayor Ancira and council members retired to closed session at 6:46 pm.

15. CONSIDER ACTION FROM EITHER EXECUTIVE SESSION.

Mayor Ancira resumed the open meeting at 8:21 p.m. and stated that there was no action was taken on any issue during either Executive Session.

ADJOURN

With no further business, Mayor Ancira adjourned the meeting at 8:21 p.m.

ATTEST:

Jesse Ancira, Jr. Mayor

Susan Brock, City Clerk



City Council Meeting
June 26, 2014
Agenda Item Transmittal

Agenda Item #: 2
Agenda Title: Approve Ordinance 2014-08 regulating distance requirements between establishments selling alcoholic beverages and Churches.

Council Action to be taken: Approve by consent Ordinance 2014-08

Initiating Department: Planning and Development

Staff Contact: Bob van Til, Director

1. INTRODUCTION/PURPOSE

This ordinance was introduced during the regularly scheduled Council meeting on June 12, 2014.

This proposed Ordinance removes the distance requirements between establishments that sell alcoholic beverages and churches.

The purpose of the amendment is to facilitate the ongoing redevelopment of the downtown area. The elimination of the distance requirements between establishments selling alcoholic beverages, such as restaurants, for instance, and churches, will enable development without potential conflict in attracting desired establishments to the CBD.

2. DESCRIPTION/ JUSTIFICATION

Section 109.33 of the Texas Alcoholic Beverage Code allows municipalities to prohibit the sales of alcoholic beverages by dealers whose place of business is within 300 feet of a church, public or private school, or public hospital.

In 1941, the City adopted an ordinance prohibiting the sale of alcoholic beverages within 300 feet of a church, public school, or public hospital throughout the entire City.

In 1994, the City adopted Ordinance 01-03-94 prohibiting the possession or consumption of alcoholic beverages in the Central Business District (CBD). The Ordinance did not, however, prohibit the legal possession or consumption of alcoholic beverages in cars, private businesses, and private homes located in the CBD.

As you know, the City added alcoholic beverage sales requirements in the Zoning Ordinance in 2002. Eventually, these regulations were determined to be in direct conflict with the regulations adopted in 1941 as well as in 1994. The conflict was alleviated as part of this project earlier this year with the passage of the amendatory Ordinance 2014-07.

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

Staff recommends that the Council approve Ordinance 2014-08 by consent.

6. REFERENCE FILES

- 2a. [Proposed Ordinance 2014-08](#)
- 2b. [Existing CBD - 1994](#)

ORDINANCE NO. 2014-08

AN ORDINANCE OF THE CITY OF TAYLOR, TEXAS, AMENDING AN ORDINANCE PASSED, EXAMINED AND APPROVED BY THE CITY OF TAYLOR MARCH 25, 1941, ESTABLISHING DISTANCE REQUIREMENTS FROM ANY CHURCH, PUBLIC SCHOOL, PUBLIC HOSPITAL FOR THE SALE OF ALCOHOLIC BEVERAGES BY ANY DEALER ("1941 ORDINANCE") BY DELETING THE DISTANCE REQUIREMENT FROM CHURCHES IN THE CENTRAL BUSINESS DISTRICT ESTABLISHED BY ORDINANCE 01-03-94; ESTABLISHING A NEW PENALTY FOR VIOLATION OF THE 1941 ORDINANCE; PROVIDING A SAVINGS CLAUSE.

WHEREAS, the City Council desires to remove the distance requirement from churches for the sale of any alcoholic beverages by a dealer in the Central Business District established in Ordinance 01-03-94 and shown in Exhibit "A" attached hereto and incorporated by reference in this Ordinance ("CBD");and

WHEREAS, the City Council desires to change the penalty provision for violation of the 1941 Ordinance to the penalty allowed by law; and

WHEREAS, the City Council deems it is in the best interest of the City that the 1941 Ordinance be amended as set forth herein.

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

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

SECTION 2. The 1941 Ordinance is amended so that Section 1. now reads as follows:

The sale within the corporate limits of the City of Taylor, Texas, of any alcoholic beverage by any dealer where the place of business of any such dealer is within three hundred (300) feet of any church, if the church is not located in the Central Business District, or a public school or a public hospital shall be unlawful. No distance requirements from a church in the Central Business District

are imposed for the sale of alcoholic beverages from the place of business by any dealer.

SECTION 3. The 1941 Ordinance is amended so that Section 5. Now reads as follows:

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 4. A new Section 8 is added to the 1941 Ordinance to read as follows:

Section 8. As used in this Ordinance, Central Business District shall be the Central Business District as shown in Exhibit "A".

SECTION 5. The 1941 Ordinance as passed and as amended by this Ordinance shall otherwise remain in full force and effect.

SECTION 6. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Taylor, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

In accordance with Article VIII, Section 1 of the City Charter, this Ordinance was introduced before the City

Council of the City of Taylor, Texas, on the ____ day of _____, 2014.

PASSED, APPROVED and ADOPTED on this the ____ day of _____, 2014.

Jesse Ancira Jr., Mayor

ATTEST:

Susan Brock, City Clerk

CERTIFICATE

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

I, Susan Brock, being the City Clerk of the City of Taylor, Texas, do hereby certify that the attached is a true and correct copy of Ordinance No. 2014-__ passed and approved by the City Council of the City of Taylor, Texas, on the ____ day of _____, 2014, and such Ordinance

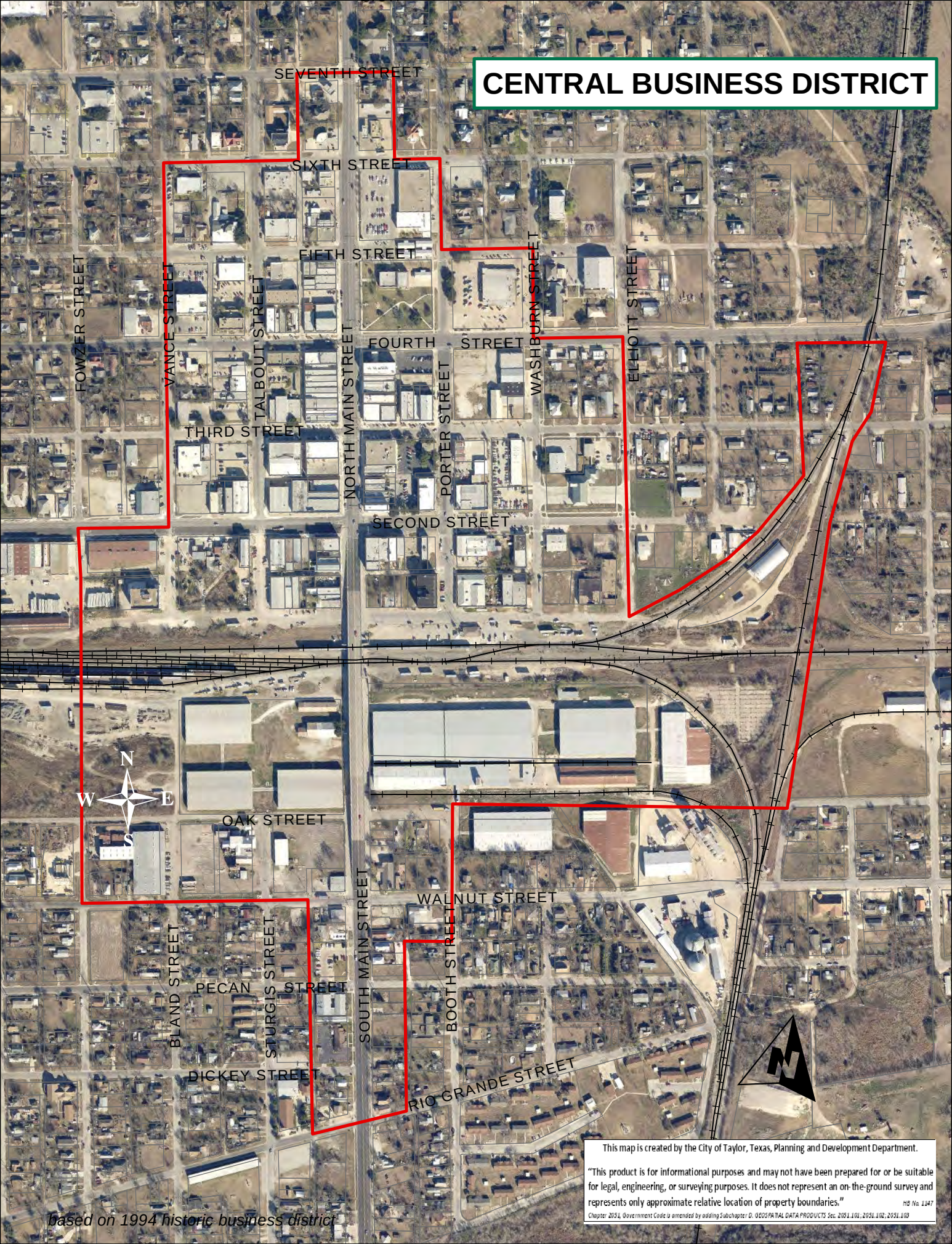
was duly introduced, passed, approved and adopted at meetings open to the public and notices of the meetings, giving the dates, places, and subject matter thereof, were posted as prescribed by Government Code Section 551.043.

Witness my hand and seal of office this the _____ day of _____, 2014.

Susan Brock

City Clerk

CENTRAL BUSINESS DISTRICT



based on 1994 historic business district

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."

HIS No. 1447

Chapter 2051, Government Code is amended by adding Subchapter D. GEOGRAPHICAL DATA PRODUCTS Sec. 2051.101, 2051.102, 2051.103



City Council Meeting
June 26, 2014
Agenda Item Transmittal

Agenda Item #: 3
Agenda Title: Approve Ordinance 2014-09 correcting Ordinance 2013-15 regarding annexation of property described as 27.3 acres owned by Marvin Graw.

Council Action to be taken: Approve by consent Ordinance 2014-09

Initiating Department: Planning and Development

Staff Contact: Bob van Til, Director

1. INTRODUCTION/PURPOSE

This item was introduced during the June 12, 2014 regular Council meeting.

This is a house keeping item. The purpose of this item is to approve an ordinance that corrects ordinance 2013-15 approving the annexation from 2013.

The property owners, Hyzak and Graw, discovered that they were included in the City limits when they received a property tax notice of preliminary appraisal.

2. DESCRIPTION/ JUSTIFICATION

Staff reviewed the annexation proceedings and discovered that the 27.3 acres the Hyzak-Graw family own was included in the development agreements that were adopted by the Council prior to the adoption of the annexation agreement. The 27.3 acres in question was never intended to be included in the annexation.

Reviewing the annexation ordinance 2013-15, the legal description incorrectly included the 27.3 acres.

The new legal description excludes the 27.3 acres owned by the Hyzak-Graw family; referenced by the 'save and except' statement.

Ordinance 2014-09 corrects the legal description of the area annexed back in 2013. It does not alter any other provisions of the previous ordinance.

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

The property owners requested that the City correct the error in time to allow the Appraisal District to correct their records prior to sending property tax bills for 2014.

5. RECOMMENDATION

Staff recommends that the approve Ordinance 2014-09 by consent.

6. REFERENCE FILES

- 3a. [Ordinance 2014-09](#)
- 3b. [Ordinance 2013-15](#)
- 3c. [Development agreements from 2013](#)
- 3cc. [Graw Development agreement](#) included in the list above

ORDINANCE NO. 2014-09

AN ORDINANCE OF THE CITY OF TAYLOR, TEXAS, AMENDING ANNEXATION ORDINANCE 2013-15, ADOPTED BY THE CITY OF TAYLOR, TEXAS, JUNE 27, 2013, IN ORDER TO CORRECT THE LEGAL DESCRIPTION OF THE PROPERTY ANNEXED IN ORDINANCE 2013-15; ORDINANCE 2013-15 INCORRECTLY DESCRIBED A 27.3 ACRE TRACT OF LAND AS ANNEXED PROPERTY WHICH WAS EXCLUDED FROM ANNEXATION BY VIRTUE OF A DEVELOPMENT AGREEMENT; THIS ORDINANCE IS INTENDED TO CORRECT THE LEGAL DESCRIPTION IN ORDINANCE 2013-15 EFFECTIVE JUNE 27, 2013, BY ATTACHING TO THIS ORDINANCE THE CORRECT AREA ANNEXED TO THE CITY IN ORDINANCE 2013-15; PROVIDING A SAVINGS CLAUSE.

WHEREAS, the City Council desires to correct Ordinance 2013-15 which incorrectly included a 27.3 acre tract of land that was not to have been included as an annexed area in Ordinance 2013-15; and

WHEREAS, the City Council further desires that this Ordinance correctly describe property annexed under Ordinance 2013-15, and that the property described herein be deemed the correct description of property annexed under Ordinance 2013-15 effective June 27, 2013.

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

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

SECTION 2. Ordinance 2013-15 is amended in Section 2 and in Exhibit "A" attached thereto to correctly state the the area annexed by Ordinance 2013-15 is the property described in Exhibit "A" attached to this Ordinance and incorporated by reference herein.

SECTION 3. Ordinance 2013-15 as passed and as amended by this Ordinance shall otherwise remain in full force and effective June 27, 2013.

SECTION 4. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application

of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Taylor, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

In accordance with Article VIII, Section 1 of the City Charter, this Ordinance was introduced before the City Council of the City of Taylor, Texas, on the 12th day of June, 2014.

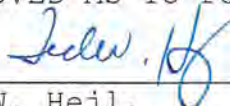
PASSED, APPROVED and ADOPTED on this the _____ day of _____, 2014.

Jesse Ancira Jr., Mayor

ATTEST:

Susan Brock, City Clerk

APPROVED AS TO FORM:



Ted W. Hejl,
City Attorney

CERTIFICATE

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

I, Susan Brock, being the City Clerk of the City of Taylor, Texas, do hereby certify that the attached is a true and correct copy of Ordinance No. 2014-_____ passed and approved by the City Council of the City of Taylor, Texas, on the ____ day of _____, 2014, and such Ordinance was duly introduced, passed, approved and adopted at meetings open to the public and notices of the meetings, giving the dates, places, and subject matter thereof, were posted as prescribed by Government Code Section 551.043.

Witness my hand and seal of office this the _____ day of _____, 2014.

Susan Brock

City Clerk

EXHIBIT A

STATE OF TEXAS
COUNTY OF WILLIAMSON

JUNE 5, 2012

PROPOSED 2013 ANNEXATION AREA
277.189 ACRES – SAVE AND EXCEPT 66.71 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:

- "100 Acres" Walther Family LP
- "0.93 Acres" Walther Family LP
- "1 Acre" Patrick Kovar
- "61.07 Acres" Eleen Jansky
- County Road 374 Williamson County
- County Road 366 Williamson County
- Chandler Road Williamson County

Subject description being prepared under the direct supervision of Corey Joseph Hall, Registered Professional Land Surveyor No. 6362, on June 5, 2013, and being more fully described as follows:

BEGINNING at the most Northeast corner of subject tract same being an exterior corner of the current City of Taylor City Limits in the North line of Chandler Road (**Latitude: 30°36'49.0335", Longitude: 97°26'03.1180"**);

THENCE South 30°20'38" East, over and across Chandler Road with the Existing City of Taylor City Limits, a distance of **277.73 feet**, to the South line of said Chandler Road;

THENCE with the South line of said Chandler Road, as follows:

N 89°35'31" W, a distance of 115.35 feet;
S 85°49'45" W, a distance of 901.29 feet;
S 79°32'16" W, a distance of 340.95 feet;
S 73°37'11" W, a distance of 255.78 feet;
S 69°21'08" W, a distance of 782.93 feet;
S 77°40'04" W, a distance of 153.67 feet;
N 87°26'43" W, a distance of 119.80 feet;
S 87°39'23" W, a distance of 277.65 feet;
N 29°10'01" W, a distance of 16.80 feet;
S 67°02'50" W, a distance of 458.08 feet;
S 67°16'35" W, a distance of 950.10 feet;
S 79°20'45" W, a distance of 143.94 feet;
S 61°30'44" W, a distance of 99.59 feet;
S 64°41'23" W, a distance of 123.04 feet;

S 68°21'16" W, a distance of 123.41 feet;
S 71°57'17" W, a distance of 146.87 feet;
S 72°51'26" W, a distance of 138.69 feet;
S 68°23'21" W, a distance of 666.79 feet, to the East line of Williamson County Road 366;

THENCE with the East line of said Williamson County Road 366, as follows:

S 16°33'36" W, a distance of 65.01 feet;
S 22°44'51" E, a distance of 142.59 feet;
S 24°37'27" E, a distance of 164.86 feet;
S 24°37'27" E, a distance of 194.47 feet;
S 22°21'26" E, a distance of 275.20 feet;
S 20°27'42" E, a distance of 270.11 feet;
S 20°27'42" E, a distance of 525.64 feet;

THENCE S 69°32'18" W, over and across said County Road 366, a distance of 49.09 feet, to the West line of said County Road 366;

THENCE with the West line of said County Road 366, as follows:

N 21°50'59" W, a distance of 1285.32 feet;
N 22°21'08" W, a distance of 566.26 feet, to the South line of aforesaid Chandler Road;

THENCE with the South line of Chandler Road, as follows:

S 84°33'26" W, a distance of 304.42 feet;
S 81°58'39" W, a distance of 164.56 feet;
S 76°14'16" W, a distance of 227.04 feet;
S 69°46'03" W, a distance of 266.61 feet;
S 68°52'15" W, a distance of 488.17 feet;

THENCE over and across said chandler road along a curve to the **RIGHT**, having a radius of 5066.67 feet, a delta angle of 06° 55' 30", and whose long chord bears N 55°49'00" E, a distance of 612.01 feet, to the common North line of said Chandler Road and South line of aforesaid "91.613 Acres";

THENCE with said common line, as follows:

N 59°16'45" E, a distance of 126.42 feet;
N 73°09'37" E, a distance of 418.55 feet;
N 65°09'25" E, a distance of 295.95 feet;
S 76°41'01" E, a distance of 47.60 feet, to the common line between said "91.613 Acres" and aforesaid "100 Acres";

THENCE with said common line, as follows;

N 21°04'12" W a distance of 1051.66 feet;
N 21°22'25" W a distance of 524.78 feet;
N 22°55'11" W a distance of 1181.45 feet;

N 68°27'56" E a distance of 420.15 feet, to the North line of said "100 Acres",
N 23°37'21" W a distance of 51.25 feet;

THENCE with the North line of said "100 Acres" and aforesaid "61.07 Acres", the North line of a called "27.3 Acres" conveyed to Marvin Hyzak, and crossing Williamson County Road (WCR) 374, as follows;

N 67°10'06" E a distance of 1198.20 feet;

S 21°30'09" E a distance of 70.90 feet;

N 68°59'17" E a distance of 816.63 feet;

N 68°27'56" E a distance of 972.00 feet, to the East line of said WCR 374;

THENCE with the East line of said WCR 374, as follows:

S 21°15'33" E a distance of 873.67 feet;

S 22°21'39" E a distance of 305.45 feet;

S 21°47'21" E a distance of 1914.16 feet;

N 67°41'28" E a distance of 25.75 feet;

S 21°22'29" E a distance of 122.43 feet, to the North line of aforesaid Chandler Road;

THENCE with the North line of Chandler Road, as follows:

N 68°20'20" E a distance of 773.93 feet;

N 68°20'20" E a distance of 444.37 feet;

S 11°26'45" E a distance of 63.68 feet;

N 80°49'19" E a distance of 246.14 feet;

N 85°12'42" E a distance of 275.07 feet;

N 86°06'48" E a distance of 563.44 feet;

N 03°53'13" W a distance of 20.00 feet;

N 86°06'49" E a distance of 47.67 feet, to the **PLACE OF BEGINNING** containing according to the dimensions herein stated an area of **277.189 Acres** of land. **SAVE AND EXCEPT a CALLED 66.71 ACRES - COMPRISED** of a called "13.13 Acres" conveyed to Joe Komandasky, a called "13.14 Acres" conveyed to John Komandasky, aforesaid "27.3 Acres" conveyed to Marvin Hyzak, and a called "13.14 Acres" conveyed to Edmund Komandasky (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.

Corey Joseph Hall

Registered Professional Land Surveyor No. 6362

X:\FIELD NOTES\2013\13-195 2013 ANNEX.doc





ORDINANCE 2013-15

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 ag exemptions 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, and are referenced as the Save and Except Properties in Exhibit "A".

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.

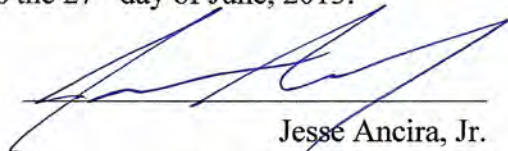
The City Clerk of the City of Taylor, Texas is directed to publish in the Official Newspaper of the City of Taylor, Texas the Caption and the Effective Date of this Ordinance for two (2) days.

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. 2013-15 was introduced before the Taylor City Council on the 13th day of June, 2013.

PASSED, APPROVED and ADOPTED this the 27th day of June, 2013.


Jesse Ancira, Jr.
Mayor, City of Taylor

ATTEST:


Susan Brock, City Clerk

Approved as to Form:


Ted W. Hejl, City Attorney



STATE OF TEXAS
COUNTY OF WILLIAMSON

JUNE 5, 2012

PROPOSED 2013 ANNEXATION AREA
277.189 ACRES — SAVE AND EXCEPT 38.995 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:

- "100 Acres" Walther Family LP
- "0.93 Acres" Walther Family LP
- "1 Acre" Patrick Kovar
- "61.07 Acres" Eleen Jansky
- "27.3 Acres" Marvin Hyzak
- County Road 374 Williamson County
- County Road 366 Williamson County
- Chandler Road Williamson County

Subject description being prepared under the direct supervision of Corey Joseph Hall, Registered Professional Land Surveyor No 6362, on June 5, 2011, and being more fully described as follows:

BEGINNING at the most Northeast corner of subject tract same being an exterior corner of the current City of Taylor City Limits in the North line of Chandler Road (Latitude: 30°36'49.0335", Longitude: 97°26'03.1180");

THENCE South 30°20'38" East, over and across Chandler Road with the Existing City of Taylor City Limits, a distance of 277.73 feet, to the South line of said Chandler Road;

THENCE with the South line of said Chandler Road, as follows:

~~11°08'00" N 11°08'00" E~~ a distance of ~~116.36~~ 166.36 feet;
S 85°49'45" W, a distance of 901.29 feet;
S 79°32'16" W, a distance of 340.95 feet;
S 73°37'11" W, a distance of 255.78 feet;
S 69°21'08" W, a distance of 782.93 feet;
S 77°40'04" W, a distance of 153.67 feet;
N 87°26'43" W, a distance of 119.80 feet;
S 87°39'23" W, a distance of 277.65 feet;
N 29°10'01" W, a distance of 16.80 feet;
S 67°02'50" W, a distance of 458.08 feet;
S 67°16'35" W, a distance of 950.10 feet;
S 79°20'45" W, a distance of 143.94 feet;
S 61°30'44" W, a distance of 99.59 feet;

S 64°41'23" W, a distance of 123.04 feet;
S 68°21'16" W, a distance of 123.41 feet;
S 71°57'17" W, a distance of 146.87 feet;
S 72°51'26" W, a distance of 138.69 feet;
S 68°23'21" W, a distance of 666.79 feet, to the East line of Williamson County Road 366;

THENCE with the East line of said Williamson County Road 366, as follows:

S 16°33'36" W, a distance of 65.01 feet;
S 22°44'51" E, a distance of 142.59 feet;
S 24°37'27" E, a distance of 164.86 feet;
S 24°37'27" E, a distance of 194.47 feet;
S 22°21'26" E, a distance of 275.20 feet;
S 20°27'42" E, a distance of 270.11 feet;
S 20°27'42" E, a distance of 525.64 feet;

THENCE S 69°32'18" W, over and across said County Road 366, a distance of 49.09 feet, to the West line of said County Road 366;

THENCE with the West line of said County Road 366, as follows:

N 21°50'59" W, a distance of 1285.32 feet;
N 22°21'08" W, a distance of 566.26 feet, to the South line of aforesaid Chandler Road;

THENCE with the South line of Chandler Road, as follows:

S 84°33'26" W, a distance of 304.42 feet;
S 81°58'39" W, a distance of 164.56 feet;
S 76°14'16" W, a distance of 227.04 feet;
S 69°46'03" W, a distance of 266.61 feet;
S 68°52'15" W, a distance of 488.17 feet;

THENCE over and across said chandler road along a curve to the **RIGHT**, having a radius of 5066.67 feet, a delta angle of 06° 55' 30", and whose long chord bears N 55°49'00" E, a distance of 612.01 feet, to the common North line of said Chandler Road and South line of aforesaid "91.613 Acres";

THENCE with said common line, as follows:

N 59°16'45" E, a distance of 126.42 feet;
N 73°9'37" E, a distance of 418.55 feet;
N 65°9'25" E, a distance of 295.95 feet;
S 76°41'01" E, a distance of 47.60 feet, to the common line between said "91.613 Acres" and aforesaid "100 Acres";

THENCE with said common line, as follows;

N 21°04'12" W a distance of 1051.66 feet;
N 21°22'25" W a distance of 524.78 feet;
N 22°55'11" W a distance of 1181.45 feet;
N 68°27'56" E a distance of 420.15 feet, to the North line of said "100 Acres",
N 23°37'21" W a distance of 51.25 feet;

THENCE with the North line of said "100 Acres" and aforesaid "61.07 Acres" and "27.3 Acres and crossing Williamson County Road 374, as follows;

N 67°10'06" E a distance of 1198.20 feet;
S 21°30'09" E a distance of 70.90 feet;
N 68°59'17" E a distance of 816.63 feet;
N 68°27'56" E a distance of 972.00 feet, to the East line of said Williamson County Road 374;

THENCE with the East line of said Williamson County Road 374, as follows:

S 21°15'33" E a distance of 873.67 feet;
S 22°21'39" E a distance of 305.45 feet;
S 21°47'21" E a distance of 1914.16 feet;
N 67°41'28" E a distance of 25.75 feet;
S 21°22'29" E a distance of 122.43 feet, to the North line of aforesaid Chandler Road;

THENCE with the North line of Chandler Road, as follows:

N 68°20'20" E a distance of 773.93 feet;
N 68°20'20" E a distance of 444.37 feet;
S 11°26'45" E a distance of 63.68 feet;
N 80°49'19" E a distance of 246.14 feet;
N 85°12'42" E a distance of 275.07 feet;
N 86°06'48" E a distance of 563.44 feet;
N 03°53'13" W a distance of 20.00 feet;
N 86°06'49" E a distance of 47.67 feet, to the **PLACE OF BEGINNING** containing according to the dimensions herein stated an area of **277.189 Acres** of land. **SAVE AND EXCEPT 38.995 ACRES - COMPRISED** of a called "13.13 Acres" conveyed to Joe Komandasky, a called "13.14 Acres" conveyed to John Komandasky, and a called "13.14 Acres" conveyed to Edmund Komandasky (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.

Corey Joseph Hall

Registered Professional Land Surveyor No. 6362



PROPOSED 2013 ANNEXATION AREA
6.390 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:

- "0.75 Acre" Leroy Sladek
- "2 Acres" Leroy Sladek
- "1 Acre" Patrick Kovar
- County Road 365 Williamson County

Subject description being prepared under the direct supervision of Corey Joseph Hall, Registered Professional Land Surveyor No. 6362, on June 5, 2013, and being more fully described as follows:

BEGINNING at Northwest corner of a called "47.49 Acres" conveyed to Kent, Kirk, Randal & Rodney Bohls (per Williamson County Tax Map) (**Latitude: W 30°37'39.1681"**, **Longitude: N 97°26'06.7828"**);

THENCE with the East line of said Williamson County Road 365, as follows:
S 22°37'22" E, a distance of **1294.71 feet**;
S 30°31'34" E, a distance of **1057.62 feet**, to the existing City Limits of the City of Taylor, Tx

THENCE S 67°14'00" W, over and across said County Road 365 with the said existing City Limits, a distance of **60.65 feet**, to the common West line of said County Road 365 and the East line of a called "71.632 Acres" conveyed to Marvine Graw;

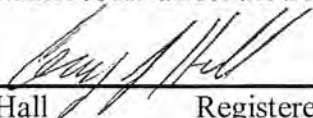
THENCE N 30°24'47" W, with said common line, a distance of **350.61 feet**, to the Southeast corner of aforesaid "2 Acres";

THENCE with the common lines of said "2 Acres" and said "71.632 Acres", as follows:
S 68°32'12" W, a distance of **410.84 feet**;
N 21°47'06" W, a distance of **317.39 feet**;
N 67°3'07" E, a distance of **354.57 feet**, to the Northeast corner of said "2 Acres" and the West line of aforesaid Williamson County Road 365;

THENCE with the West line of said County Road 365, as follows:
N 32°9'01" W, a distance of **201.69 feet**;
N 29°10'29" W, a distance of **174.89 feet**;
N 22°37'22" W, a distance of **1294.71 feet**;

THENCE N 67°22'38" E, over and across said County Road 365, a distance of **67.65 feet**, to the **PLACE OF BEGINNING** containing according to the dimensions herein stated an area of **6.390 Acres** of land.

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.


Corey Joseph Hall

Registered Professional Land Surveyor No. 6362



PROPOSED 2013 ANNEXATION AREA
49.474 ACRES – SAVE AND EXCEPT 2.603 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:

- “2 Acres” HDF Investments LTD
- “0.18 Acres” Mary Fero
- “0.56 Acre” Mary Fero
- “0.75 Acres” Mary Perez
- “0.344 Acres” Tommy Talley
- “0.313 Acres” Wayne Curry
- South SH 95 State of Texas
- “35.69 Acres” Terrell Timmermann

Subject description being prepared under the direct supervision of Corey Joseph Hall, Registered Professional Land Surveyor No. 6362, on June 5, 2013, and being more fully described as follows:

BEGINNING at the Southeast corner of subject tract same being the Northeast corner of the current City of Taylor City Limits (**Latitude: 30°37'22.4125", Longitude: 97°25'20.4597"**);

THENCE with the Existing City Limits of Taylor, Tx and a curve to the **left**, having a **radius of 6,959.34 feet, a delta angle of 12°07'47"**, and whose long chord bears **S 87°05'32" W**, a distance of 1470.57 feet, to the West Right-of-Way of said South State Hwy 95;

THENCE with the West Right-of-Way of South State Hwy 95, as follows:
N 28°19'57" W, a distance of **298.12 feet**;
N 27°06'41" W, a distance of **650.21 feet**;
N 33°45'32" W, a distance of **275.97 feet**;
N 29°35'28" W, a distance of **1315.79 feet**;

THENCE N 72°11'31" E, over and across said South State Hwy 95, a distance of **147.58 feet**, to the East Right-of-Way of said South State Hwy 95;

THENCE S 28°30'32" E, with said East Right-of-Way, a distance of **1302.85 feet**, to the Northwest corner of aforesaid “2 Acres”;

THENCE N 68°28'01" E, with the North line of said "2 Acres" and aforesaid "35.69 Acres", a distance of **1333.83 feet**, to the Northeast corner of said "35.69 Acres";

THENCE S 24°47'06" E, a distance of **1685.26 feet**, to the **PLACE OF BEGINNING** containing according to the dimensions herein stated an area of **49.474 Acres** of land. **SAVE AND EXCEPT 2.603 ACRES** - a called "1.82 Acres" conveyed to HDF Investments LTD (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.

Corey Joseph Hall

Registered Professional Land Surveyor No. 6362



DATE: JUNE 5, 2013

LINE TABLE			LINE TABLE			LINE TABLE		
L1C	12675.0	862943.0	L1C	12675.0	862943.0	L1C	12675.0	862943.0
L1	258.01	8689430371	L1	425.15	8689430371	L1	562.44	8689430371
L2	488.17	8689430371	L2	102.00	8689430371	L2	20.00	8689430371
L3	154.58	8689430371	L3	12.15	8689430371	L3	47.87	8689430371
L4	227.56	8689430371	L4	123.04	8689430371	L4	277.53	8689430371
L5	304.41	8689430371	L5	123.81	8689430371	L5	248.14	8689430371
L6	142.59	8689430371	L6	117.51	8689430371	L6	213.67	8689430371
L7	56.36	8689430371	L7	138.68	8689430371	L7	90.83	8689430371
L8	141.41	8689430371	L8	47.92	8689430371	L8	10.00	8689430371
L9	126.75	8689430371	L9	90.59	8689430371	L9	40.00	8689430371
L10	27.01	8689430371	L10	55.10	8689430371	L10	35.00	8689430371
L11	325.45	8689430371	L11	450.00	8689430371	L11	317.38	8689430371
L12	18.48	8689430371	L12	153.67	8689430371	L12	174.89	8689430371
L13	194.47	8689430371	L13	119.80	8689430371	L13	208.00	8689430371
L14	273.25	8689430371	L14	271.65	8689430371	L14	354.67	8689430371
L15	138.53	8689430371	L15	48.80	8689430371	L15	184.74	8689430371
L16	49.49	8689430371	L16	75.91	8689430371	L16	124.74	8689430371
L17	16.43	8689430371	L17	258.75	8689430371	L17	47.85	8689430371
L18	126.75	8689430371	L18	126.75	8689430371	L18	126.75	8689430371
L19	355.00	8689430371	L19	301.26	8689430371	L19	450.00	8689430371
L20	175.00	8689430371	L20	151.25	8689430371	L20	275.87	8689430371

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD BEARING	CHORD DISTANCE
(1)	612.38	5066.67	036°30'30"	308.56	S55°19'00"W	612.01
(2)	1473.32	6656.34	012°07'41"	738.42	S67°05'33"W	1473.51

PROPOSED
2013 ANNEXATION

GROSS ACRES 333.053
SAVE & EXCEPT 41.589
NET ACRES 291.455

BRYAN TECHNICAL SERVICES, INC.



551 NORTH MAIN
TAYLOR, TX 76774

surviving@nashville.com
www.bryanttechnicalservices.com

www.bryanttechnicalservices.com	
NO.	DATE
REVISIONS	
DRAWN BY: C.M.	CHECKED BY: C.M.
SCALE: 1" = 400'	APPROVED BY: C.M.
PROJECT NO. 13-135	DATE: JUNE 5, 2013

**City of Taylor
Annexation Service Plan
May 1, 2013**

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.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2013062413

Nancy E. Rister

07/03/2013 12:56 PM

CKASEBERG \$72.00

NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

①

CITY OF TAYLOR
400 PORTER ST
TAYLOR, TX 76574

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

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2013062413

Nancy E. Rister

07/03/2013 12:56 PM

CKASEBERG \$72.00

NANCY E. RISTER, COUNTY CLERK

WILLIAMSON COUNTY, TEXAS

①

CITY OF TAYLOR
400 PORTER ST
TAYLOR, TX 76574

Annexation, 2013
Development Agreements

Albrecht, Mark and Cathy

Bohls, Kent, Kirk, Randall, and Rodney

Brinkmeyer, Gregory and Vicki

Brinkmeyer, Pearl Lee

Dana, Rudy J.

Graw, Marvin and Darlene

Hayes, Margaret Ann K.

HDF Investments, LTD

Komandosky, Edmond

Komandosky, Joe

Komandosky, John James

Mekolik, Vlasta E.

Randig, Donald and Patricia

Randig, Donald and Patricia

Vorwerk, Wilbert and Joyce

Werchan, Nolin and Shirley

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

CITY OF TAYLOR
RECEIVED

MAY 18, 2013

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 **May 23rd and June 13th, 2013**;

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.

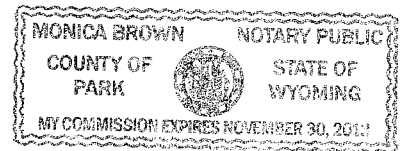
Section 12. Venue for this Agreement shall be in Williamson, County, Texas.

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 18th day of May, 2013.

Mark Albright
Owner Signature
Printed Name: MARK ALBRIGHT



Owner Signature
Printed Name: _____

Owner Signature
Printed Name: _____

Owner Signature
Printed Name: _____

Owner Signature
Printed Name: _____

Wyoming
THE STATE OF ~~TEXAS~~ }
COUNTY OF ~~WILLIAMSON~~ }
Park

This instrument was acknowledged before me on the 18th day of May, 2013, by Mark Albright, Owner.

Monica Brown
Notary Public, State of ~~Texas~~ Wyoming

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 _____, 2013.

Notary Public, State of Texas

47409

EMMETT R. ALBRECHT,
TRUSTEEMARK K. ALBRECHT,
ET ALGENERAL WARRANTY DEED

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

That I, EMMETT R. ALBRECHT, Trustee, of Calhoun County, Texas, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, and other good and valuable consideration to me cash in hand paid by my children, MARK K. ALBRECHT and CATHY D. ALBRECHT, of 110 Beachmont Lane, Port Lavaca, Calhoun County, Texas 77979, hereinafter called Grantees, the receipt of which is hereby acknowledged and confessed;

HAVE GRANTED, SOLD AND CONVEYED, and by these presents, do GRANT, SELL AND CONVEY unto the said Grantees, all that certain tract or parcel of land lying and being situated in Williamson County, Texas, out of and a part of the W. J. Baker Survey, Abstract 63, in Williamson County, Texas, and being a part of a tract of land described in a deed from F. John Olson and wife, Davida Olson, to Sam Wernli, Jr., dated December 31, 1946, and recorded in Volume 341, Page 407, Deed Records of Williamson County, Texas, the tract of land herein conveyed being described by metes and bounds as follows:

BEGINNING at a point in the South line of the Sam Wernli, Jr. tract, at the Southwest corner of a tract of 2 acres described in a Warranty Deed from Sam Wernli, Jr., et ux, to M. R. Sharp, Jr., dated May 20, 1958, and recorded in Volume 423, Page 251, Deed Records of Williamson County, Texas, which point is 578.9 feet from the Southeast corner of the original Wernli tract, Said Southeast corner being on the East line of the W. J. Baker Survey, 2264.4 feet from the recognized Northeast corner of the Baker Survey;

THENCE South 71 deg. West with the South line of the Wernli tract, parallel with and one (1) foot North of the North edge of a line of power poles, 1165.2 feet, more or less, to an iron pipe in the East margin of the old Taylor-Circleville Road, for the Southwest corner hereof;

THENCE North 28 deg. West 2299 feet, more or less, with the East margin of said Road to an iron stake for North-west corner hereof;

THENCE North 71 deg. East 1663 feet, more or less, to a point in the West margin of State Highway Number 95, for the Northeast corner hereof;

THENCE South 27 deg. 16 min. East 2083.2 feet with the West right-of-way line of State Highway Number 95 to a 4-inch square concrete marker, for the Northeast corner of the M. R. Sharp, Jr. 2-acre tract;

THENCE South 71 deg. West 411.5 feet to a concrete monument;

THENCE South 19 deg. East 205 feet to the place of BEGINNING and containing approximately 83 acres of land, more or less; and being the same property described in a deed from Sam Wernli, Jr., and wife, Gussie Wernli, to Emmett R. Albrecht and wife, Dorothy S. Albrecht, dated April 16, 1959, of record in Volume 429, Page 614, Deed Records of Williamson County, Texas.

SAVE AND EXCEPT all of TORTUGA VISTA ACRES, a sub-division in Williamson County, Texas, according to the map or plat thereof recorded in Cabinet I, Slide 324, Plat Records, Williamson County, Texas. *See attached*

This conveyance is executed by Grantor, and accepted by Grantees as being subject to all reservations, restrictions, easements, covenants and rights of way, which may be duly of record in the Office of the County Clerk of Williamson County, Texas, or that may be located on the property.

TO HAVE AND TO HOLD the above described premises, and all improvements thereon, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantees, their heirs and assigns forever; and I do hereby bind myself, my heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantees, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS MY HAND, this the 22 day of

Dec, A. D. 1987.

Emmett R. Albrecht Trustee
EMMETT R. ALBRECHT, TRUSTEE

THE STATE OF TEXAS *
COUNTY OF WILLIAMSON *

This instrument was acknowledged before me on the
22nd day of December, A. D. 1987, by
EMMETT R. ALBRECHT, Trustee.

Bernice Zaiontz
Notary Public in and for
The State of Texas

BERNICE ZAIONTZ
Notary Public in and for the
State of Texas, DeWitt County,
My Commission Expires 5-31-89

(Printed or Typed Name of Notary)

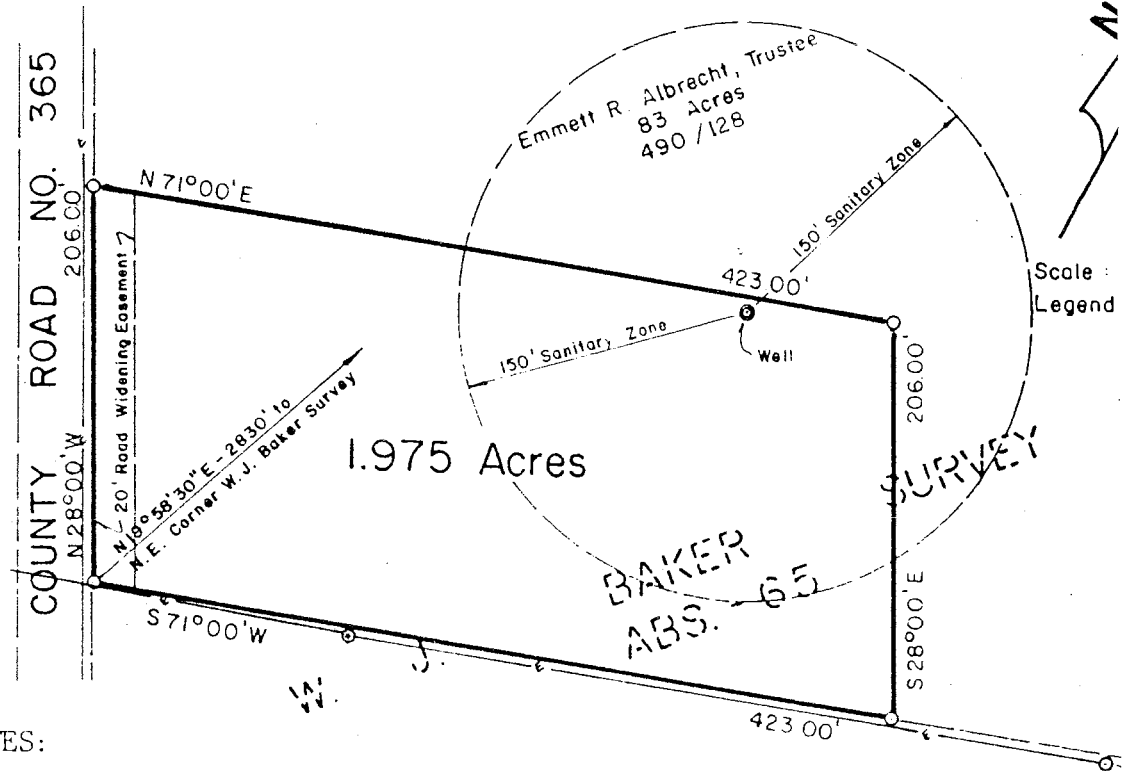
My Commission Expires: _____

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



DEC 30 1987
James H. Bofelton
COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

FILED FOR RECORD
WILLIAMSON COUNTY, TX
1987 DEC 29 AM 8:47
James H. Bofelton
COUNTY CLERK



PERIMETER FIELD NOTES:

BEING a 1.975 acre tract of land situated in the W. J. Baker Survey, Abstract No. 65, Williamson County, Texas, and being a part of that certain 83 acre tract of land conveyed by deed to Emmett R. Albrecht, Trustee, as recorded in Volume 490, Page 128, Deed Records, Williamson County, Texas, and being more particularly described as follows:

BEGINNING at an iron pin found in the East line of County Road No. 365, marking the Southwest corner of said 83 acre Albrecht tract for the Southwest corner hereof, said corner being S 19° 58' 30" W, 2830 feet from the Northeast corner of said W. J. Baker Survey;

THENCE N 28° 00' W, 206.00 feet with the said East line of County Road No. 365 to an iron pin set for the Northwest corner hereof;

THENCE N 71° 00' E, 423.00 feet to an iron pin set for the Northeast corner hereof;

THENCE S 28° 00' E, 206.00 feet to an iron pin set in the South line of said 83 acre Albrecht tract for the Southeast corner hereof;

THENCE S 71° 00' W, 423.00 feet with the said South line of 83 acre Albrecht tract to the place of BEGINNING and containing 1.975 acres of land.

STATE OF TEXAS

I

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON

I

I, R. T. Magness, Jr., Registered Public Surveyor, do hereby certify that the above-described tract of land was surveyed on the ground under

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

CITY OF TAYLOR
RECEIVED

MAY 14, 2013

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 **May 23rd and June 13th, 2013**;

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

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

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

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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 14th day of May, 2013.

Kent L. Bohls

Owner Signature

Printed Name: Kent L. Bohls

Kirk R. Bohls

Owner Signature

Printed Name: Kirk R. Bohls

Randall A. Bohls

Owner Signature

Printed Name: Randall A. Bohls

Rodney Bohls

Owner Signature

Printed Name: Rodney Bohls

Owner Signature

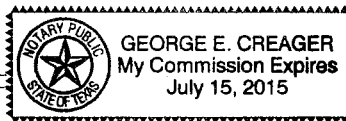
Printed Name: _____

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 14th day of May, 2013, by Kent, Kirk, Randall and Rodney Bohls, Owner.

George E. Creager

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 _____, 2013.

Notary Public, State of Texas

**EXECUTOR'S DEED**

STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

That Kent Lee Bohls, Independent Executor of the Estate of Justine Helen Bohls, Deceased, of Williamson County, Texas, in order to properly vest title in accordance with the Will of Justine Helen Bohls, Deceased, probated in Cause No. 05-0394-CP3, styled "In the Estate of Justine Helen Bohls, Deceased", in the County Court No. 3 of Williamson County, Texas, and Leon G. Bohls, of Williamson County, Texas, for and in consideration of the exchange of property of equal value from the Estate of Justine Helen Bohls, the receipt of which is hereby acknowledged,

HAVE GRANTED AND CONVEYED, and by these presents do GRANT AND CONVEY unto Kent Lee Bohls, Trustee of the Justine H. Bohls By-Pass Trust, P. O. Box R, Bastrop, TX 78602, the following described real estate in Williamson County, Texas, to wit:

Being 47.49 acres of land, more or less, out of the A. Jett Survey, more particularly described by metes and bounds in that certain Warranty Deed recorded in Vol. 1021, Page 396 of the Real Property Records of Williamson County, Texas

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 Grantee, its administrators, successors and assigns, forever.

WITNESS MY HAND this 12th day of April 2006.

Kent Lee Bohls, Independent Executor of the
Estate of Justine Helen Bohls, Deceased

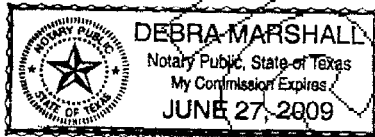
Leon G. Bohls, by Kent Lee Bohls,
Attorney in Fact for Leon G. Bohls

STATE OF TEXAS

COUNTY OF WILLIAMSON

§
§
§

This instrument was acknowledged before me by the said Kent Lee Bohls, Independent Executor of the Estate of Justine Helen Bohls, Deceased, and Attorney in Fact for Leon G. Bohls, on this 12th day of April 2006.



Debra Marshall

Notary Public, State of Texas

After recording, return to:

- ① LELAND R. ENOCHS, ATTORNEY
E P. O. Box 751
Taylor, TEXAS 76574

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS 2006029625

Nancy E. Rister

04/17/2006 08:52 AM

PHERBRICH \$20.00

NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

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

CITY OF TAYLOR
RECEIVED

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

MAY 20, 2013

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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.

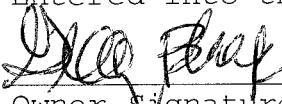
Section 11. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

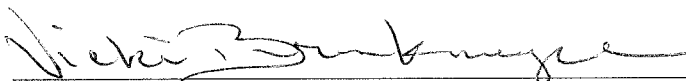
Section 12. Venue for this Agreement shall be in Williamson, County, Texas.

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 17 day of MAY, 2013.


Owner Signature
Printed Name: GREGORY R. BRINKMEYER


Owner Signature
Printed Name: VICKI BRINKMEYER

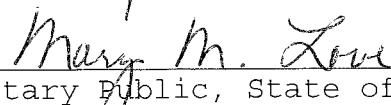
Owner Signature
Printed Name: _____

Owner Signature
Printed Name: _____

Owner Signature
Printed Name: _____

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 17th day of May, 2013, by ~~MARY~~ GREGORY R. BRINKMEYER, Owner.


Notary Public, State of Texas

City of Taylor Development Agreement



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 1st day of _____, 2013.

Notary Public, State of Texas

DEED OF TRUST

This Deed of Trust is entered into as of April 15, 2002 among GREGORY R. BRINKMEYER and wife, VICKI LYNN BRINKMEYER, as Grantors, ED C. GRIFFITH, as Trustee, and CITY NATIONAL BANK OF TAYLOR, TEXAS, as Beneficiary.

ARTICLE I**DEFINITIONS**

As used herein, the following terms shall have the meanings set forth below:

1.1. Grantor. "Grantor" shall mean GREGORY R. BRINKMEYER and wife, VICKI LYNN BRINKMEYER, collectively, whose address is 3101 CR 417, Taylor, Williamson County, Texas 76574

1.2. Trustee. "Trustee" shall mean ED C. GRIFFITH, whose address is P.O. Drawer 1099, Taylor, Williamson County, Texas 76574.

1.3. Beneficiary. "Beneficiary" shall mean CITY NATIONAL BANK OF TAYLOR, TEXAS, whose address is P.O. Drawer 1099, Taylor, Williamson County, Texas 76574, and the subsequent holder or holders, from time to time of the Note.

1.4. Note. "Note" shall mean that certain promissory note dated April 15, 2002 executed by Grantor and payable to the order of the Beneficiary, in the principal amount of ONE HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS (\$120,000.00), bearing interest as therein specified, and all other sums which may be secured by this Deed of Trust, including but not limited to all renewals, refinancings, modifications, rearrangements, reinstatements, enlargements or extensions of said promissory note or of any promissory note or notes given in renewal, substitution or replacement therefor.

1.5. Property. "Property" shall mean that certain 102.193 acre tract located in Williamson County, Texas and being more particularly described in Exhibit "A" attached hereto and made a part hereof.

ARTICLE II**CONVEYANCE**

For value received and to secure payment of the Note, Grantor conveys to the Trustee, in trust, the Property together with all existing or subsequently erected or affixed buildings, improvements, fixtures and all easements, rights of way, appurtenances, water, water rights, and all other rights relating to the Property, save and except the oil, gas and other minerals in, on, under and that may be produced from the Property. Grantor does hereby bind itself, its successor and assigns to warrant and defend the title to the Property unto Trustee against every person claiming any part thereof. Except as otherwise provided herein, if Grantor performs all the covenants and pays the Note according to its terms, this Deed of Trust shall have no further effect and Beneficiary shall release it at Grantor's expense.

ARTICLE III**GRANTOR'S OBLIGATIONS**

Grantor agrees to:

- (a) keep the Property in good repair and condition;
- (b) pay all taxes and assessments on the Property when due;
- (c) preserve the lien's priority as it is established in this Deed of Trust;

(d) maintain, in a form acceptable to Beneficiary, an insurance policy that (i) covers all improvements for the full insurable value as determined when the policy is issued and renewed, unless Beneficiary approves a smaller amount in writing; (ii) contains an 80% coinsurance clause; (iii) provides fire and extended coverage, including windstorm coverage; (iv) protects Beneficiary with a standard mortgage clause; (v) provides flood insurance at any time the Property is in a flood hazard area; and (vi) contains such other coverage as Beneficiary may reasonably require;

(e) comply at all times with the requirements of the 80% coinsurance clause;

(f) deliver the insurance policy to Beneficiary and deliver renewals to Beneficiary at least ten days before expiration;

(g) keep any buildings occupied as required by the insurance policy; and

(h) if this is not a first lien, pay all prior lien promissory notes that Grantor is personally liable to pay and abide by all prior lien instruments.

ARTICLE IV

BENEFICIARY'S RIGHTS

4.1. Beneficiary may appoint in writing a substitute or successor trustee, succeeding to all rights and responsibilities of Trustee.

4.2. If the proceeds of the Note are used to pay any debt secured by prior liens, Beneficiary is subrogated to all of the rights and liens of the holders of any debt so paid.

4.3. Beneficiary may apply any proceeds received under the insurance policy either to reduce the Note or to repair or replace damaged or destroyed improvements covered by the policy.

4.4. If Grantor fails to perform any of Grantor's obligations, Beneficiary may perform those obligations and be reimbursed by Grantor on demand at the place where the Note is payable for any sums so paid, including attorney's fees, plus interest on those sums from the dates of payment at the rate stated in the Note for matured, unpaid amounts. The sum to be reimbursed shall be secured by this Deed of Trust.

4.5. If Grantor defaults on the Note or fails to perform any of Grantor's obligations or if default occurs on a prior lien Note or other instrument, and if the default continues after Beneficiary gives Grantor notice of the default and the time within which it must be cured, as may be required by law or by written agreement, then Beneficiary may:

(a) declare the unpaid principal balance and earned interest on the Note immediately due;

(b) request Trustee to foreclose this lien, in which case Beneficiary or Beneficiary's agent shall give notice of the foreclosure sale as provided by the Texas Property Code as then amended; and

(c) purchase the Property at any foreclosure sale by offering the highest bid and then have the bid credited on the Note.

ARTICLE V

TRUSTEE'S DUTIES

If requested by Beneficiary to foreclose this lien, Trustee shall:

(a) either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then amended;

(b) sell and convey all or part of the Property to the highest bidder for cash with a general warranty binding Grantor, subject to prior liens and to other exceptions to conveyance and warranty; and

(c) from the proceeds of the sale, pay, in this order: (i) expenses of foreclosure, including a commission to Trustee of 5% of the bid; (ii) to Beneficiary, the

full amount of principal, interest, attorney's fees, and other charges due and unpaid; (iii) any amounts required by law to be paid before payment to Grantor; and (iv) to Grantor, any balance.

ARTICLE VI

GENERAL PROVISIONS

6.1. If any of the Property is sold under this Deed of Trust, Grantor shall immediately surrender possession to the purchaser. If Grantor fails to do so, Grantor shall become a tenant at sufferance of the purchaser, subject to an action for forcible detainer.

6.2. Recitals in any Trustee's deed conveying the Property will be presumed to be true.

6.3. Proceeding under this Deed of Trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.

6.4. This lien shall remain superior to liens later created even if the time of payment of all or part of the Note is extended or part of the Property is released.

6.5. If any portion of the Note cannot be lawfully secured by this Deed of Trust, payments shall be applied first to discharge that portion.

6.6. Grantor assigns to Beneficiary all sums payable to or received by Grantor from condemnation of all or part of the Property, from private sale in lieu of condemnation, and from damages caused by public works or construction on or near the Property. After deducting any expenses incurred, including attorney's fees, Beneficiary may release any remaining sums to Grantor or apply such sums to reduce the Note. Beneficiary shall not be liable for failure to collect or to exercise diligence in collecting any such sums.

6.7. Grantor assigns to Beneficiary absolutely, not only as collateral, all present and future rent and other income and receipts from the Property. Leases are not assigned. Grantor warrants the validity and enforceability of the assignment. Grantor may as Beneficiary's licensee collect rent and other income and receipts as long as Grantor is not in default under the Note or this Deed of Trust. Grantor will apply all rent and other income and receipts to payment of the Note and performance of this Deed of Trust, but if the rent and other income and receipts exceed the amount due under the Note and Deed of Trust, Grantor may retain the excess. If Grantor defaults in payment of the Note or performance of this Deed of Trust, Beneficiary may terminate Grantor's license to collect and then as Grantor's agent may rent the Property if it is vacant and collect all rent and other income and receipts. Beneficiary neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the Property. Beneficiary may exercise Beneficiary's rights and remedies under this paragraph without taking possession of the Property. Beneficiary shall apply all rent and other income and receipts collected under this paragraph first to expenses incurred in exercising Beneficiary's rights and remedies and then to Grantor's obligations under the Note and this Deed of Trust in the order determined by Beneficiary. Beneficiary is not required to act under this paragraph, and acting under this paragraph does not waive any of Beneficiary's other rights or remedies. If Grantor becomes voluntary or involuntary bankrupt, Beneficiary's filing a proof of claim in bankruptcy will be tantamount to the appointment of a receiver under Texas law.

6.8. Interest on the debt secured by this Deed of Trust shall not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law; any interest in excess of that maximum amount shall be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess shall be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides other provisions in this and all other instruments concerning the debt.

6.9. Grantor represents that this Deed of Trust is given as security for Beneficiary's extension of credit to Grantor for purposes of purchasing the Property from TEXAS A&M UNIVERSITY DEVELOPMENT FOUNDATION, the BAPTIST FOUNDATION OF TEXAS, and the TEXAS SCOTTISH RITE HOSPITAL FOR CRIPPLED CHILDREN such indebtedness owed by Grantor to Beneficiary being represented by the Note.

6.10. Grantor COVENANTS that as long as any indebtedness secured by this Deed of Trust remains unpaid, Grantor shall not grant, sell, transfer, assign, convey or dispose of all or any part of the Property (regardless of whether the buyer or assignee "assumes" the obligations under the Note and/or this Deed of Trust or takes the Property "subject to" such obligations) without first obtaining the consent of Beneficiary. The violation of this covenant shall constitute a default for which the remedies under this Deed of Trust may be enforced, either by the Beneficiary's right of foreclosure or other remedy as set out herein.

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

6.12. This Deed of Trust shall bind, inure to the benefit of, and be exercised by successors in interest of all parties.

6.13 THIS DEED OF TRUST TOGETHER WITH THE NOTE AND ANY OTHER DOCUMENTS NOW OR HEREAFTER EXECUTED BY THE GRANTOR OR ANY OTHER PERSON OR PARTY IN CONNECTION WITH INDEBTEDNESS OWED TO THE BENEFICIARY BY THE GRANTOR CONSTITUTE THE FINAL, ENTIRE AGREEMENT AMONG THE PARTIES HERETO AND SUPERSEDE ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS, AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THE SUBJECT MATTER HEREOF AND MAY NOT BE CONTRADICTED OR VARIED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OR DISCUSSIONS OF THE PARTIES HERETO. THERE ARE NO ORAL AGREEMENTS AMONG THE PARTIES HERETO. The provisions of this Deed of Trust, the Note and other related documents may be amended or waived only by an instrument in writing signed by the Grantor and Beneficiary.

EXECUTED as of the date first written above.

GREGORY R. BRINKMEYER

VICKI LYNN BRINKMEYER

STATE OF TEXAS #
COUNTY OF WILLIAMSON #

This instrument was acknowledged before me on the ____ day of _____,
2002 by GREGORY R. BRINKMEYER.

[S E A L]

Notary Public, State of Texas

My Commission Expires:

Printed Name of Notary Public

STATE OF TEXAS #
COUNTY OF WILLIAMSON #

 This instrument was acknowledged before me on the _____ day of _____,
2002 by VICKI LYNN BRINKMEYER.

[S E A L]

Notary Public, State of Texas

My Commission Expires:

Printed Name of Notary Public

Z020033

STATE OF TEXAS
COUNTY OF WILLIAMSON

March 18, 2002

102.193 ACRES

These notes describe that certain tract of land situated in the **W.J. BAKER SURVEY, A-65**, situated in Williamson County, Texas, same being all of a called "101 Acres" conveyed in the Last Will and Testament of the Estate of Mary Gail Rundell, deceased, to Texas A & M University Development Foundation, Baptist Foundation of Texas and Scottish Rite Hospital for Crippled Children, dated 9-2-93 and recorded in Volume 289, Page 39 of the Probate Records of Williamson County, being contained in Cause No. 14458 of the Williamson County District Court Minutes, being surveyed on the ground under the direct supervision of Bruce Lane Bryan, Registered Professional Land Surveyor No. 4249, on March 18, 2002 and being more fully described as follows:

BEGINNING at the Northwest corner of subject tract, same being for the Southwest corner of a called "Second Tract - 87.42 Acres" conveyed in a Gift Deed from Marthias Bachmeyer, Jr., et ux, to Darlene J. Hyzak, et al dated 4-15-74 and recorded in Volume 592, Page 420 of the Deed Records of Williamson County (DRWC; found an 8" Post at same corner;

THENCE North 71°28'31" East with a non-fenced line for the common line of said "101 Acres" and "Second Tract - 87.42 Acres", generally an existing crop line, a distance of **763.91 feet** to a 1" Iron Pipe found for the apparent Northeast corner of said "101 Acres", same being for the apparent Northwest corner of a called "150 Acres" conveyed in a Deed from J. A. Kroscheivsky, et ux, to Hermann Wolbruck, et ux, dated 12-03-06 and recorded in Volume 121, Page 264 of said DRWC;

THENCE South 28°00'00" East (Basis of Bearings) with a non-fenced line for the common line of said "101 Acres" and "150 Acres", generally an existing crop line, crossing the centerline of Turkey Creek at 2639 feet, and continuing an additional distance of 862.55 feet for a total distance of **3501.55 feet** to a ½" Iron Rod found at the base of a 6" fence post for the apparent Southeast corner of said "101 Acres" and for the apparent Southwest corner of said "150 Acres" in a line for the common line of said "101 Acres" and a called "137.565 Acres" conveyed in an Independent Co-executors Deed from William B. Bohls and Stephen F. Bohls, Co-executors, to William B. Bohls and Stephen F. Bohls, individually, dated 11-18-99 and recorded in Document No. 199980704 of the Official Records of Williamson County (ORWC);

THENCE South 70°57'14" West with a non-fenced line for the common line of said "101 Acres" and "137.565 Acres", generally an existing crop line, a distance of **1750.40 feet** to a ½" Iron Rod found for the apparent Southwest corner of said "101 Acres" and for the apparent Southeast corner of a called "57 Acres" conveyed in a Gift Deed from Annie S. Dana to Rudy J. Dana dated 5-4-72 and recorded in Volume 549, Page 188 of said DRWC;

THENCE North 19°02'46" West with a non-fenced line for a common line of said "101 Acres" and "57 Acres", generally an existing crop line, crossing the centerline of Turkey Creek at 1294 feet, and continuing an additional distance of 586.72 feet for a total distance of **1880.72 feet** to a ½" Iron Rod (with cap) set for an interior corner of said "101 Acres", same being for the Northeast corner of said "57 Acres";

EXHIBIT "A" (CONTINUED)

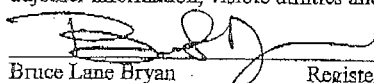
THENCE South $71^{\circ}13'31''$ West with a non-fenced line for the North line of said "57 Acres", same being for an exterior line of said "101 Acres", generally along the South line of an unpaved access road, a distance of 838.19 feet to a $\frac{1}{2}$ " Iron Rod (with cap) set for an exterior corner of said "101 Acres" in a line for the Eastern Maintenance Line of Williamson County Road No. 417;

THENCE North $18^{\circ}46'29''$ West with said Eastern Maintenance Line of Williamson County Road No. 417, same being for the Westernmost West line of said "101 Acres", a distance of 22.22 feet to a $\frac{1}{2}$ " Iron Rod (with cap) set for an exterior corner of said "101 Acres", same being for the Southwest corner of a called "93.029 Acres" conveyed in a Gift Deed from Iris Sophie Randig to Donald Randig dated 5-15-92 and recorded in Volume 2142, Page 34 of said ORWC;

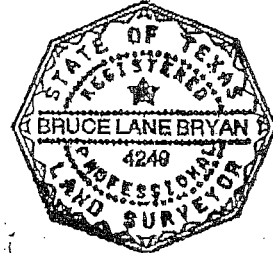
THENCE North $71^{\circ}13'31''$ East with a line for the South line of said "93.029 Acres", same being for an exterior line of said "101 Acres", generally along the North line of said unpaved access road, passing a 1" Iron Pipe found at 16.33 feet, and continuing an additional distance of 1255.89 feet for a total distance of 1272.22 feet to a $\frac{1}{2}$ " Iron Rod (with cap) set for an interior corner of said "101 Acres", same being for the Southeast corner of said "93.029 Acres";

THENCE North $18^{\circ}46'29''$ West with a line for the East line of said "93.029 Acres", same being for the upper West line of said "101 Acres", generally an existing crop line, a distance of 1564.96 feet to the PLACE OF BEGINNING, containing according to the dimensions herein stated, an area of 102.193 Acres.

Surveyor's Note: Attention is invited to accompanying plat for location of improvements, adjoiner information, visible utilities and roadways.


Bruce Lane Bryan

Registered Professional Land Surveyor No. 4249



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

CITY OF TAYLOR
RECEIVED

MAY 22, 2013

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 **May 23rd and June 13th, 2013**;

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 22nd day of May, 2013.

Pearl Lee Brinkmeyer
Owner Signature

Printed Name: Pearl Lee Brinkmeyer

Owner Signature

Printed Name: _____

Owner Signature

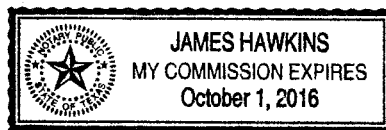
Printed Name: _____

Owner Signature

Printed Name: _____

Owner Signature

Printed Name: _____



THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 22nd day of May, 2013, by Pearl Lee Brinkmeyer, Owner.

James Hawkins

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 _____, 2013.

Notary Public, State of Texas

PEARL LEE BRINKMEYER,
INDEPENDENT EXECUTRIX OF
THE ESTATE OF LEO RIEGER,
DECEASED

Vol 2244 Page 903
PEARL LEE BRINKMEYER

2729

TO DEED

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

WHEREAS, the Last Will of LEO RIEGER, Deceased, late of Williamson County, Texas, was duly admitted to probate on August 18, 1992, in the County Court at Law No. 1, of said Williamson County, Texas, Cause Number 13,689, and PEARL LEE BRINKMEYER was appointed Independent Executrix of said Will; and

WHEREAS, said PEARL LEE BRINKMEYER has qualified as Executrix and is now acting in that capacity, desires to close the Estate, because there is no further need for administering this Estate, because all the debts of decedent and of such Estate, including the fees and costs of probating said Will have been paid, no Inheritance or Estate taxes were owed and all property has been distributed with the exception of the real estate; and

WHEREAS, in accordance with the Will the following real estate was divided to PEARL LEE BRINKMEYER, 907 Applegate, Austin, Travis County, Texas 78753.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That I, PEARL LEE BRINKMEYER, acting herein as the Independent Executrix of the Last Will and Estate of said LEO RIEGER, Deceased;

HAVE GRANTED, SOLD AND CONVEYED, and by these presents, DO GRANT, AND CONVEY unto the said PEARL LEE BRINKMEYER an undivided one-half (1/2) interest in all that certain tract or parcel of land, lying and being situated in the County of Williamson and State of Texas, a part of the Samuel Pharrass Survey, and being a part of a tract of 177.84 acres of land that was conveyed to O. P. Ellington by D. F. Smith and wife, by Deed dated October 8, 1907, and recorded in Volume 120, Page 282 of

the Deed Records of Williamson County, Texas, and being all of the tract of land therein conveyed, save and except 77.84 acres off of the north side of said tract of 177.84 acres, said 77.84 acre tract having been conveyed to W. M. Martin by the said O. P. Ellington and wife; the tract herein conveyed being described by metes and bounds as follows, to-wit:

BEGINNING at the S. E. corner of said 177.84 acre tract for the S. E. corner hereof;

THENCE S. 71 W. with the South line of said original tract of 177.84 acres, 1488.5 varas to the S. W. corner of said 177.84 acre tract for the S. W. corner hereof;

THENCE N. 19 W. along the West line of said 177.84 acre tract 383.45 varas to the S. W. corner of the Martin 77.84 acre tract for the N. W. corner hereof;

THENCE N. 71 1/4 E. along the South line of said Martin tract, 1486.5 varas to the S. E. corner of said Martin tract for the N. E. corner hereof;

THENCE S. 19 1/4 E. 375.95 varas to the place of beginning, and containing 100 acres of land.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said PEARL LEE BRINKMEYER, her heirs and assigns forever.

WITNESS MY HAND, this the 14th day of January, 1993.

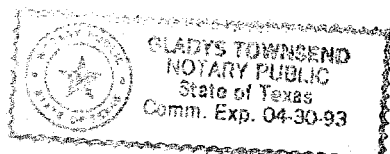
Pearl Lee Brinkmeyer, Ind. Exec.
PEARL LEE BRINKMEYER, Independent
Executrix of the Estate of LEO
RIEGER, Deceased

STATE OF TEXAS *
COUNTY OF WILLIAMSON *

This instrument was acknowledged before me on the 14 day of January, 1993 by PEARL LEE BRINKMEYER, Independent Executrix of the Estate of LEO RIEGER, Deceased.

Gladys Townsend
Notary Public, State of Texas

Notary's Printed Name



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

JAN 21 1933

Wm. B. Byrnes

COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

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

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

CITY OF TAYLOR
RECEIVED

MAY 22, 2013

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 **May 23rd and June 13th, 2013**;

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

City of Taylor Development Agreement

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 22nd day of MAY, 2013.

Rudy J. Dana
Owner Signature
Printed Name: RUDY J. DANA

Owner Signature
Printed Name: _____

Owner Signature
Printed Name: _____

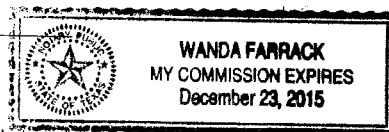
Owner Signature
Printed Name: _____

Owner Signature
Printed Name: _____

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }
Washington

This instrument was acknowledged before me on the 22ND day of May, 2013, by Rudy J. Dana, Owner.

Wanda Farrack
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 _____, 2013.

Notary Public, State of Texas

ANNIE S. DANA,
A WIDOW

DEED OF GIFT

8614

RUDY J. DANA

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

*
*
*

KNOW ALL MEN BY THESE PRESENTS:

That I, ANNIE S. DANA, a widow, of Williamson County, Texas, for and in consideration of the love and affection which I have and bear unto and toward my son, RUDY J. DANA, have GIVEN, GRANTED AND CONVEYED, and by these presents, do GIVE, GRANT AND CONFIRM unto the said RUDY J. DANA, of Williamson County, Texas, all of my undivided interest in all that certain tract or parcel of land situated in Williamson County, Texas, being a tract of Fifty-seven (57) acres out of the tract of One Hundred Fifty-seven and Three-Fourths (157-3/4) acres of land on the W. J. Baker Survey known as the F. W. and Grace Priesmeyer tract on said Survey, said tract of Fifty-seven (57) acres hereby conveyed being described as follows:

BEGINNING at the Southwest corner of said 157-3/4 acres for the Southwest corner hereof;

THENCE North 71 degrees East with the South line of said 157-3/4 acres, 474 1/4 varas a stake for the Southeast corner hereof;

THENCE North 19 degrees West 678 1/2 varas, a stake for the Northeast corner hereof;

THENCE South 71 West 474 1/4 varas, to the lower Northwest corner of said 157-3/4 acres for the Northwest corner hereof on the South margin of a public road;

THENCE South 19 degrees East 678 1/2 varas to the PLACE OF BEGINNING, together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining; TO HAVE AND TO HOLD the above described premises unto the said RUDY J. DANA, his heirs and assigns, forever.

WITNESS MY HAND, this the 4th day of May, A.D. 1972.

Annie S. Dana
ANNIE S. DANA

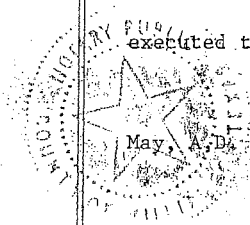
SIGNED AND DELIVERED
IN PRESENCE OF:

Martin Long

THE STATE OF TEXAS *
 *
COUNTY OF WILLIAMSON *

BEFORE ME, the undersigned authority, on this day personally
appeared ANNIE S. DANA, a widow, 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 stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 16th day of
May, A.D. 1972.



Martin Long

Notary Public in and for

Williamson County, Texas

THE STATE OF TEXAS }
County of Williamson

I, Dick Cervenka, Clerk of the County Court of said County, do hereby certify
that the foregoing instrument in writing with its certificate of authentication, was filed for record in my office
on the 16 day of May A. D. 19 72, at 8:00 o'clock A M., and duly recorded this
the 16 day of May A. D. 19 72, at 3:10 o'clock P M., in the
Deed Records of said County, in Vol. 549 pp. 188

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

By Sandra E. Theredge Deputy

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

EVELYN DANA SUMMERLIN,
ET VIR

RUDY DANA,
A SINGLE MAN

GENERAL WARRANTY DEED

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

*
*
*

KNOW ALL MEN BY THESE PRESENTS:

1495

That we, EVELYN DANA SUMMERLIN, joined herein by my husband, GILES K. SUMMERLIN, of Milam County, Texas, for and in consideration of the sum of TEN DOLLARS (\$10.00) and the further consideration being the conveyance to EVELYN DANA SUMMERLIN by RUDY DANA of real estate, the receipt of which is hereby acknowledged and confessed;

HAVE GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto the said RUDY DANA, of Williamson County, Texas, all of our undivided interest (being a 1/8th interest) in all that certain tract or parcel of land situated in Williamson County, Texas, being a tract of Fifty-seven (57) acres out of the tract of One Hundred Fifty-seven and Three-fourths (157-3/4) acres of land on the W. J. Baker Survey known as the F. W. and Grace Priesmeyer Tract on said Survey, said tract of Fifty-seven (57) acres hereby conveyed being described as follows:

BEGINNING at the Southwest corner of said 157-3/4 acres for the Southwest corner hereof;

THENCE North 71 degrees East with the South line of said 157-3/4 acres, 474½ varas a stake for the Southeast corner hereof;

THENCE North 19 degrees West 678½ varas, a stake for the Northeast corner hereof;

THENCE South 71 West 474½ varas, to the lower Northwest corner of said 157-3/4 acres for the Northwest corner hereof on the South margin of a public road;

THENCE South 19 degrees East 678½ varas to the PLACE OF BEGINNING.

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 RUDY DANA, his 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 RUDY DANA, his heirs and assigns against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS OUR HANDS, this the 15th day of May, A.D. 1974.

Giles K. Summerlin

GILES K. SUMMERLIN

Evelyn Dana Summerlin

EVELYN DANA SUMMERLIN

THE STATE OF TEXAS

COUNTY OF Milam

*
*
*

BEFORE ME, the undersigned authority, on this day personally appeared GILES K. SUMMERLIN and EVELYN DANA SUMMERLIN his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 5th day of June, A.D. 1974.

Mrs. Lebellé Loeblé

Notary Public in and for

Milam County, Texas

THE STATE OF TEXAS
County of Williamson

I, Dick Cervenka, Clerk of the County Court of said County, do hereby certify

that the foregoing instrument in writing, with its certificate of authentication, was filed for record in my office on the 11th day of June, A.D. 19 74, at 8:00 o'clock A. M., and duly recorded this the 11th day of June, A.D. 19 74, at 10:15 o'clock A. M., in the

Deed

Records of said County, in Vol. 589 pp 904

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

By Kathy Davis Deputy

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

ANN DANA CHANEY,
ET VIR

DEED OF GIFT

RUDY J. DANA

THE STATE OF TEXAS

1402

COUNTY OF WILLIAMSON

*
*
*

KNOW ALL MEN BY THESE PRESENTS:

That we, ANN DANA CHANEY, joined herein by my husband, GERALD CHANEY, of Travis County, Texas, for and in consideration of the love and affection which we have and bear unto and toward our brother, RUDY J. DANA, have GIVEN, GRANTED, AND CONFIRMED, and by these presents, do GIVE, GRANT, AND CONFIRM unto the said RUDY J. DANA, of Williamson County, Texas, all of our undivided interest (being a 1/8th interest) in all that certain tract or parcel of land situated in Williamson County, Texas, being a tract of Fifty-seven (57) acres out of the tract of One Hundred Fifty-seven and Three-fourths (157-3/4) acres of land on the W. J. Baker Survey known as the F. W. and Grace Priesmeyer Tract on said Survey, said tract of Fifty-seven (57) acres hereby conveyed being described as follows:

BEGINNING at the Southwest corner of said 157-3/4 acres for the Southwest corner hereof;

THENCE North 71 degrees East with the South line of said 157-3/4 acres, 474 1/4 varas a stake for the Southeast corner hereof;

THENCE North 19 degrees West 678 1/2 varas, a stake for the North-east corner hereof;

THENCE South 71 West 474 1/4 varas, to the lower Northwest corner of said 157-3/4 acres for the Northwest corner hereof on the South margin of a public road;

THENCE South 19 degrees East 678 1/2 varas to the PLACE OF BEGINNING, together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining; TO HAVE AND TO HOLD the above described premises unto the said RUDY J. DANA, his heirs and assigns, forever.

WITNESS OUR HANDS, this the 11th day of July, A.D. 1973.

Ann Dana Chaney
ANN DANA CHANEY

Gerald Chaney
GERALD CHANEY

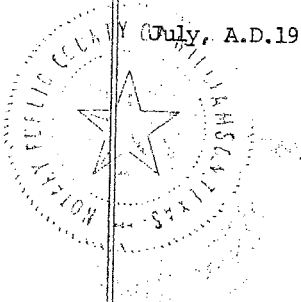
SIGNED AND DELIVERED
IN PRESENCE OF:

Marvin Long

THE STATE OF TEXAS *
 *
COUNTY OF WILLIAMSON *

BEFORE ME, the undersigned authority, on this day personally appeared GERALD CHANEY and ANN DANA CHANEY his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 16th day of July, A.D.1973.



Williamson, Texas
Notary Public in and for
Williamson County, Texas

THE STATE OF TEXAS
County of Williamson

I, Dick Cervenka, Clerk of the County Court of said County, do hereby certify that the foregoing instrument in writing with its certificate of authentication,, was filed for record in my office on the 17 day of July A. D. 19 73, at 8:00 o'clock A. M., and duly recorded this the 17 day of July A. D. 19 73, at 11:35 o'clock A. M., in the Deed Records of said County, in Vol. 571 pp. 440

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

By Dick Cervenka Deputy

DICK CERVENKA, CLERK
County Court Williamson County Texas

ALICE DANA SLADEK,
ET VTR

DEED OF GIFT

8613 RUDY J. DANA

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

*
* KNOW ALL MEN BY THESE PRESENTS:
*

That we, ALICE DANA SLADEK, joined herein by my husband, EDWIN SLADEK, of Williamson County, Texas, for and in consideration of the love and affection which we have and bear unto and toward our brother, RUDY J. DANA, have GIVEN, GRANTED, AND CONVEYED, and by these presents, do GIVE, GRANT, AND CONFIRM unto the said RUDY J. DANA, of Williamson County, Texas, all of our undivided interest (being a 1/8th interest) in all that certain tract or parcel of land situated in Williamson County, Texas, being a tract of Fifty-seven (57) acres out of the tract of One Hundred Fifty-seven and Three -fourths (157-3/4) acres of land on the W. J. Baker Survey known as the F. W. and Grace Priesmeyer tract on said Survey, said tract of Fifty-seven (57) acres hereby conveyed being described as follows:

BEGINNING at the Southwest corner of said 157-3/4 acres for the Southwest corner hereof;

THENCE North 71 degrees East with the South line of said 157-3/4 acres, 474½ varas a stake for the Southeast corner hereof;

THENCE North 19 degrees West 678½ varas, a stake for the Northeast corner hereof;

THENCE South 71 West 474½ varas, to the lower Northwest corner of said 157-3/4 acres for the Northwest corner hereof on the South margin of a public road;

THENCE South 19 degrees East 678½ varas to the PLACE OF BEGINNING, together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining; TO HAVE AND TO HOLD the above described premises unto the said RUDY J. DANA, his heirs and assigns, forever.

WITNESS OUR HANDS, this the 4th day of May, A.D. 1972.

Alice Dana Sladek

ALICE DANA SLADEK

SIGNED AND DELIVERED
IN PRESENCE OF:

Marvin Long

Edwin Sladek

EDWIN SLADEK

THE STATE OF TEXAS *
 *
COUNTY OF WILLIAMSON *

BEFORE ME, the undersigned authority, on this day personally appeared EDWIN SLADEK and ALICE DANA SLADEK his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 11th day of May, A.D. 1972.

Martin Long
Notary Public in and for
Williamson County, Texas

THE STATE OF TEXAS }
County of Williamson } I, Dick Cervenka, Clerk of the County Court of said County, do hereby certify
that the foregoing instrument in writing with its certificate of authentication,, was filed for record in my office
on the 16 day of May A. D. 19 72, at 8:00 o'clock A M., and duly recorded this
the 16 day of May A. D. 19 72, at 3:05 o'clock P M., in the
Deed Records of said County, in Vol. 549 pp. 186

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

Sandra Eotheredge Deputy

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

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

CITY OF TAYLOR
RECEIVED

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

MAY 14, 2013

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 **May 23rd and June 13th, 2013**;

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 14 day of May, 2013.

Marvin Graw
Owner Signature
Printed Name: MARVIN GRAW

Jeanette Graw
Owner Signature
Printed Name: JEANETTE GRAW

Darlene Hyzak
Owner Signature
Printed Name: Darlene Hyzak

N/A
Owner Signature
Printed Name: _____

XA
Owner Signature
Printed Name: _____

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }



This instrument was acknowledged before me on the 14th day of May, 2013, by MARVIN GRAW, JEANETTE GRAW, & DARLENE HYZAK, Owners.

Laura Jean Coffey
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 _____, 2013.

Notary Public, State of Texas

Marthias Bachmayer, Jr., Et Ux To: W/D of Gift Darlene J. Hyzak, Et Al

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

#

KNOW ALL MEN BY THESE PRESENTS:

2877

That we, MARTHIAS BACHMAYER, JR., and wife, ALMA BACHMAYER, of Williamson County, Texas, for and in consideration of the sum of TEN DOLLARS (\$10.00) to us this day cash in hand paid by DARLENE J. HYZAK and husband, DANIEL HYZAK, and JEANETTE A. GRAW and husband, MARVIN GRAW, the receipt whereof is hereby acknowledged, and for the further consideration of the natural love and affection we bear toward our daughters, DARLENE J. HYZAK and JEANETTE A. GRAW, and their husbands, and our desire to see them enjoy the fruits of the premises hereinafter conveyed to them during our lifetimes,

HAVE GRANTED, SOLD and CONVEYED and by these presents do GRANT, SELL and CONVEY unto the said DARLENE J. HYZAK and husband, DANIEL HYZAK, of Santa Clara, County, California and JEANETTE A. GRAW and husband, MARVIN GRAW, of Travis County, Texas, share and share alike, all of the following described two certain tracts or parcels of land, lying and being situated in Williamson County, Texas, and being described as FIRST TRACT and SECOND TRACT by metes and bounds as follows, to-wit:

FIRST TRACT: Being forty-two (42) acres, 14.7 acres of the A. Jett Survey, Abstract Number 343, and 27.3 acres of the W. J. Baker Survey, Abstract Number 65, in Williamson County, Texas, part of the tract of 83.27 acres described in a deed to Edmond Komandosky of record in Volume 420, Page 482, Deed Records of Williamson County, Texas;
BEGINNING at the N.W. corner of the 83.27 acre tract, set an iron pin for the N.W. corner of this tract; this point stands North 71 deg. East, 2026 feet and North 19 deg. West, 703 feet from the S.W. corner of the A. Jett Survey;
THENCE North 70 deg. 30 min. East with the North line of the 83.27 acre tract and a South line of the 83.27 acres described in a deed to Mary Ponkoney, a widow, of record in Volume 420, Page 484, Deed Records of Williamson County, Texas, 906.6 feet to a square concrete monument set by the County for a ROW marker on the West line of a County Road, soon to be paved, road to be 60 feet wide;
THENCE South 19 deg. East with the road line, at 711 feet, cross the South line of the Jett Survey and the North line of the Baker Survey, in all, 2018 feet to set an iron pin for the S.E. corner of this;
THENCE South 70 deg. 30 min. West, 906.6 feet to set an iron pin for the S.W. corner of this;
THENCE North 19 deg. West with the turnrow along the West line of the Edmond Komandosky 83.27 acres and the East line of the John Komandosky 83.27 acre tract described in a deed of record in Volume 420, Page 486, Deed Records, at 1818 feet, pass the N.E. corner of the Johns tract, in all, 2018 feet to the point of beginning, as surveyed on the ground by W. F. Forest, Registered Public Surveyor #101, on November 15, 1960, and containing 42 acres of land and being the same property conveyed to Marthias Bachmayer by John J. Komandosky by deed dated November 12th 1963, and recorded in Volume 464, Page 262 of the Deed Records of Williamson County, Texas.

SECOND TRACT: Being out of and a part of the Wm J. Baker 3/4 League Survey in Williamson County, Texas, being also a part of a tract described as containing 90 acres in a deed to W. M. Schroeder from W. F. Neubauer and wife, Margaret Neubauer, dated Dec. 19th 1928 and recorded in Volume 420, Page 90, of the Deed Records of Williamson County, Texas, the tract herein conveyed as SECOND TRACT being more particularly described as follows:

BEGINNING at a stone and a fence post found at the Northeast corner of the said 90 acres described in above-mentioned deed and in the West margin of a public road for the Northeast corner of this;
 THENCE with the East line of said 90 acres and the West margin of said Road, South 26 deg. East, 175.6 feet and South 28 deg. 15' East, 209.4 feet to an iron pipe therein at the Northeast corner of a 2.75 acre tract out of said 90 acres for a corner of this;
 THENCE South 71 deg. West, 351.4 feet with the North line of said 2.75 acres to an iron pipe at its Northwest corner for a corner of this;
 THENCE South 19 deg. East, 318.5 feet with the West line of said 2.75 acres to an iron pipe at its Southwest corner for a corner of this;
 THENCE North 71 deg. East, 403.3 feet with the South line of said 2.75 acres to an iron pipe at its Southeast corner for a corner of this in the West margin of said Road;
 THENCE South 28 deg. 15' East, 590.6 feet with the West margin of said Road and the East line of said 90 acres to a pipe found at its most Easterly Southeast corner and at the Northeast corner of a 10.07 acre tract mentioned in above-mentioned deed for the most Easterly Southeast corner of this;
 THENCE South 71 deg. West, 1134.4 feet with the North line of said 10.07 acres to an axle found at its Northwest corner for a corner of this;
 THENCE South 19 deg. East, 381.5 feet with the West line of said 10.07 acres to a pipe found at its Southwest corner and at the most Southerly Southeast corner of said 90 acres for the most Southerly Southeast corner of this;
 THENCE South 71 deg. West, 1566.5 feet with the South line of said 90 acres to an 8-inch in diameter post at its Southwest corner for the Southwest corner of this;
 THENCE North 19 deg. 15' West, 1664 feet with the West line of said 90 acres to a large iron pin at its Northwest corner for the Northwest corner of this;
 THENCE North 71 deg. East, 2499 feet with the North line of said 90 acres to the place of beginning, containing 87.42 acres of land, as surveyed on the ground by Charles L. Miller, Registered Public Surveyor Number 719, September 28, 1966, and being the same property heretofore conveyed to Marthias Bachmeyer, Jr. by Alvina Schroeder, by deed dated Dec. 14th 1966 and recorded in Volume 492, Page 522 of the Deed Records of Williamson County, Texas.

SUBJECT HOWEVER, to a perpetual easement in favor of Alvina Schroeder, her heirs and assigns, to use water from the well on the above described premises, together with the right of ingress and egress to said well, which said reservation is more fully described in the aforementioned conveyance.

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 DARLENE J. HYZAK and husband, DANIEL HYZAK, and JEANETTE A. GRAW and husband, MARVIN GRAW, 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 DARLENE J. HYZAK and husband, DANIEL HYZAK, and JEANETTE A. GRAW and husband, MARVIN GRAW, their heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

IN TESTIMONY WHEREOF, we witness our hands at Taylor, Texas, on this the
15 day of APRIL, A.D. 1974.

Marthias Bachmayer, Jr.
 Marthias Bachmayer, Jr.

Alma Bachmayer
 Alma Bachmayer

THE STATE OF TEXAS #
 #
 COUNTY OF WILLIAMSON #

BEFORE ME, the undersigned authority, on this day personally appeared
 MARTHIAS BACHMAYER, JR., and wife, ALMA BACHMAYER, both known to me to be the
 persons whose names are subscribed to the foregoing instrument and acknowledged
 to me that they each executed the same for the purposes and consideration
 therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 15 day of APRIL,

A.B. 1974

Charles B. Bittner Jr.
 Notary Public in and for
 Williamson County, Texas

THE STATE OF TEXAS }
 County of Williamson }

I, Dick Cervenka, Clerk of the County Court of said County, do hereby certify

that the foregoing instrument in writing, with its certificate of authentication, was filed for record in my office
 on the 22nd day of July A. D. 19 74, at 8:00 o'clock A. M., and duly recorded this
 the 22nd day of July A. D. 19 74, at 9:55 o'clock A. M., in the

Deed

Records of said County, in Vol. 592 pp 420

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

By Kathy Davis Deputy

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

INDEXED

WARRANTY DEED OF GIFT

MARTHA BACHMAYER, JR., ET AL

TO
Jewell Bachmayer

DARLENE J. HYZAK, ET AL

Homestead Farm

FILED FOR RECORD

at _____ O'clock _____ M.

JUL 22 1974

DICK CERVENKA

Clerk County Court Williamson Co., Texas

By _____ Deputy

350

642

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

CITY OF TAYLOR
RECEIVED

MAY 17, 2013

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 **May 23rd and June 13th, 2013**;

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.

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

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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 10th day of May, 2013.

Margaret Ann K. Hayes
Owner Signature
Printed Name: MARGARET ANN K. HAYES

Owner Signature
Printed Name: _____

Owner Signature
Printed Name: _____

Owner Signature
Printed Name: _____

Owner Signature
Printed Name: _____

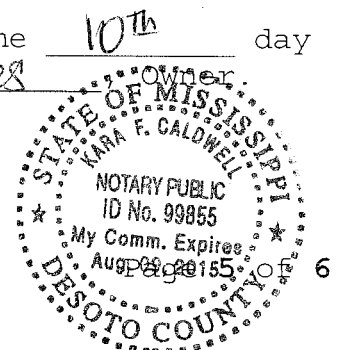
MISSISSIPPI
THE STATE OF ~~TEXAS~~ }
COUNTY OF ~~WILLIAMSON~~ } DeSoto

This instrument was acknowledged before me on the 10th day of May, 2013, by Margaret Ann K. Hayes

Kara F. Caldwell
Notary Public, State of ~~Texas~~

MISSISSIPPI

City of Taylor Development Agreement



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 _____, 2013.

Notary Public, State of Texas

ANTON GEORGE KROSCHESKY,
INDIVIDUALLY AND AS
INDEPENDENT EXECUTOR OF
THE ESTATE OF EVELYN T.
KROSCHESKY, DECEASED,
ET AL

MARGARET ANN KROSCHESKY
HAYES

DOC# 9516072

GENERAL WARRANTY DEED

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

THAT WE, ANTON GEORGE KROSCHESKY, Individually and as Independent Executor of the Estate of Evelyn T. Kroschewsky, Deceased, a single man and LORETTA A. KROSCHESKY ORSAK, not joined herein by my husband, since the property herein conveyed is my separate property and constitutes no part of my homestead, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS to us cash in hand paid by MARGARET ANN KROSCHESKY HAYES, 7357 Mallard Creek Dr., Horn Lake, Mississippi 38637, hereinafter called Grantee, out of her own separate property and estate, and the further consideration being the conveyance to Grantors from Grantee of an undivided interest in other land in Williamson County, Texas this day, the receipt of which is hereby acknowledged and confessed;

HAVE GRANTED, SOLD AND CONVEYED, and by these presents, do GRANT, SELL AND CONVEY unto the said MARGARET ANN KROSCHESKY HAYES of DeSOTA County, Mississippi, as a part of her separate estate and to her sole and separate use and benefit, all of our undivided interest in the following described tract of land in Williamson County, Texas, to-wit:

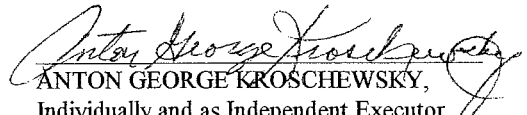
BEING 49.476 acres of the W. J. Baker Survey, Abstract No. 65, in Williamson County, Texas; part of the Second Tract described as containing 57.95 acres in a Deed to Anton A. Kroschewsky, recorded in Volume 352, Page 469, Deed Records of Williamson County, Texas and being more fully described by metes and bounds on Exhibit "A", attached hereto and made a part hereof.

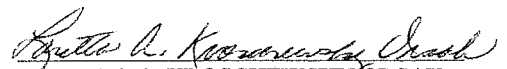
This conveyance is executed by Grantors and accepted by Grantee as being subject to all reservations, restrictions, easements, covenants and rights of way, which may be

duly of record in the Office of the County Clerk of Williamson County, Texas, or that may be located on the property.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantee, as a part of her separate estate and to her sole and separate use and benefit, and to her 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 Grantee, her heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty.

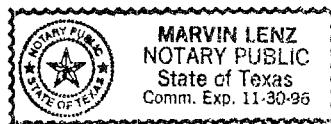
EXECUTED this the 20th day of April, 1995.

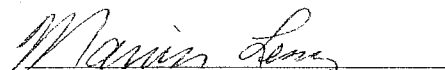

ANTON GEORGE KROSCHESKY,
Individually and as Independent Executor
of the Estate of Evelyn T. Kroschewsky,
Deceased


LORETTA A. KROSCHESKY ORSAK

THE STATE OF TEXAS *
COUNTY OF Williamson *

This instrument was acknowledged before me on this 20th day of April, 1995 by ANTON GEORGE KROSCHESKY, Individually and as Independent Executor of the Estate of Evelyn T. Kroschewsky, Deceased.




NOTARY PUBLIC, STATE OF TEXAS

NOTARY'S PRINTED NAME

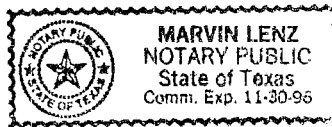
MY COMMISSION EXPIRES: _____

THE STATE OF TEXAS

COUNTY OF Williamson

*
*
*

This instrument was acknowledged before me on this 20th day of April, 1995 by LORETTA A. KROSCHEWSKY ORSAK.



Marvin Lenz
NOTARY PUBLIC, STATE OF TEXAS

NOTARY'S PRINTED NAME

MY COMMISSION EXPIRES: _____

AFTER RECORDING RETURN TO:

Marvin Lenz
P. O. Box 149
Taylor, Texas 76574

PREPARED IN THE LAW OFFICE OF:

Marvin Lenz
P. O. Box 149
Taylor, Texas 76574

FOREST SURVEYING AND MAPPING CO.
1002 Ash St.
Georgetown, Tx. 78626

DESCRIPTION FOR MARGARET ANN KROSCHESKY HAYES

TRACT 3

BEING 49.476 acres of the W. J. Baker Survey, Abstract No. 65, in Williamson County, Texas; part of the Second Tract described as containing 57.95 acres in a deed to Anton A. Kroschewsky, recorded in Vol. 352, Pg. 469, Deed Records of Williamson County, Texas. Surveyed on the ground in December of 1994, by William F. Forest, Jr., Registered Professional Land Surveyor No. 1847.

BEGINNING at an iron pin set at the intersection of the South line of County Road 366 with the East line of County Road 367, at the Southwest corner of a 30 foot wide strip conveyed by Anton A. Kroschewsky, et. ux., to Sam V. Stone, County Judge of Williamson County, in October of 1960. The Northwest corner of the said 57.95 acre tract stands approximately N 19 deg. 13 min. 40 sec. W 30 feet.

THENCE with the South line of County Road 366, N 71 deg. 14 min. 35 sec. E 1328.87 feet to a monument found.

THENCE with the upper West line of a 157.41 acre tract, S 19 deg. 12 min. E 1616.11 feet to set an iron pin.

THENCE with the North line of a 7.853 acre tract, S 70 deg. 42 min. 20 sec. W 1328.05 feet to set an iron pin.

THENCE N 19 deg. 13 min. 40 sec. W 1628.57 feet to the POINT OF BEGINNING.

STATE OF TEXAS

COUNTY OF WILLIAMSON

:

:

:

KNOW ALL MEN BY THESE PRESENTS;

I, WM. F. FOREST, JR., do hereby certify that this survey was made on the ground of the property legally described hereon and is correct and that there are no significant discrepancies, conflicts, shortages in area, known boundary line conflicts; visible encroachments, overlapping of improvements, utility lines or roads, except as shown on the attached plat, and that said property has access to and from a public roadway. Records research for easement verification has not been performed unless indicated on the attached plat by recording references.

TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Texas, this the 30th day of December, 1994, A.D. File: wp6:KROSCHEW.003



William F. Forest, Jr.
WM. F. FOREST JR.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1847

3

Marvin Lenz
Attorney at Law
P. O. Box 149
Taylor, Texas 76574-0149

Doc# : 9516072
Rec. \$ 15.00
Date : 04-24-1995
Time : 01:55:14 P.M.
Filed & Recorded in
Official Records
of WILLIAMSON County, TX.
ELAINE BIZZELL
COUNTY CLERK

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

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

CITY OF TAYLOR
RECEIVED

MAY 21, 2013

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 **May 23rd and June 13th, 2013**;

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 21 day of May, 2013.

Helen Doris Foster
Owner Signature
Printed Name: HELEN DORIS FOSTER

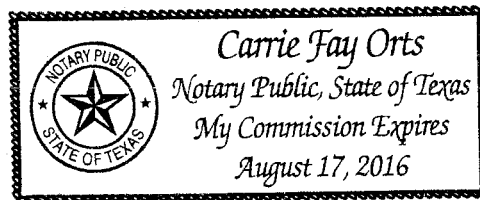
Owner Signature
Printed Name: _____

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 21 day of May, 2013, by Helen Doris Foster, Owner.

Carrie Orts
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 _____, 2013.

Notary Public, State of Texas

SPECIAL WARRANTY DEED

DOC# 9876057

THE STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Raymond Woodward Foster, Sr. died testate on April 18, 1995; and

WHEREAS, the Last Will and Testament of Raymond Woodward Foster, Sr. ("the Will"), dated December 21, 1984, was duly admitted to probate and record by order of the Probate Court Number One of Travis County, Texas on May 23, 1995 in Cause No. 64,721; and

WHEREAS, Helen Doris Clark Foster has duly qualified and is presently serving as Independent Executor of the Estate of Raymond Woodward Foster, Sr.; and

WHEREAS, Helen Doris Clark Foster, individually and as Independent Executor of the Estate of Raymond Woodward Foster, Sr. ("Grantors") owns a fee simple interest in real property situated in Williamson County, Texas, more fully described on Exhibit A, attached hereto and incorporated herein (the "Property").

NOW, THEREFORE, Grantors do hereby GRANT, CONVEY, ASSIGN and DELIVER unto HDF Investments, Ltd. ("Grantee") all Grantors' interest in the Property and all improvements located thereon.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, Grantee's successors and assigns forever; and Grantors do hereby bind Grantors and Grantors' heirs, executors, administrators, and successors to WARRANT AND FOREVER DEFEND all and singular the said Property unto Grantee, Grantee's successors and assigns, against every person whomsoever or entity whatsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantors, but not otherwise.

This conveyance is made and accepted subject to any and all easements, restrictions, conveyances and conditions of record or visible or apparent on the Property which affect the Property or the use thereof.

The payment of all ad valorem taxes is assumed by the Grantee.

OFFICIAL RECORDS
WILLIAMSON COUNTY, TEXAS

IN WITNESS WHEREOF, this Special Warranty Deed is executed by Grantors this 18th day of December, 1998.

Helen Doris Clark Foster
HELEN DORIS CLARK FOSTER,
INDIVIDUALLY AND AS INDEPENDENT
EXECUTOR OF THE ESTATE OF RAYMOND
WOODWARD FOSTER, SR.

Grantee's Address:

6600 Lost Horizon
Austin, TX 78759

STATE OF TEXAS

§

§

COUNTY OF TRAVIS

§

This instrument was acknowledged before me on the 18th day of December, 1998, by Helen Doris Clark Foster, individually and in the capacity as Independent Executor of the Estate of Raymond Woodward Foster, Sr.

Judith A. Del Gaudio
Notary Public, State of Texas

After recording return to:

William R. Leighton
Jenkins & Gilchrist
A Professional Corporation
2200 One American Center
600 Congress Avenue
Austin, Texas 78701

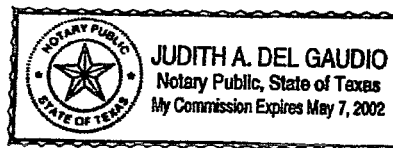


EXHIBIT A
Hwy 95 North, Taylor, Texas #10

LEGAL: Baker, Wm. J. (Taylor-Granger Hwy) 1.82 acres Abst #065. More fully described as being all that certain lot, piece or parcel of land, lying and being situated in Williamson County, Texas, being out of and a part of the W. J. Baker Survey, Abstract No. 65, in said county, being also a part of that certain tract of 93.51 acres described in a deed from F. John Olson and wife, Davida Olson to Sam Wernli, Dated December 31, 1956, recorded in Book 341, Page 407, Deed Records of Williamson County, Texas, and being off the North Part of a tract of 8.57 acres of land described in a partial release from the Federal Land Bank of Houston, et al to Sam Wernli, Jr. and wife, Gussie Wernli, dated April 27, 1950, recorded in Book 360, Page 407, Deed Records of Williamson County, Texas, and being described by metes and bounds. Filed and duly recorded this 11th of July 1983 at 10:10am in the Deed Records of Williamson County in Vol: 927 and Page: 637.

Doc# 9876057
Pages: 3
Date : 12-28-1998
Time : 10:29:00 A.M.
Filed & Recorded in
Official Records
of WILLIAMSON County, TX.
NANCY E. RISTER
COUNTY CLERK
Rec. \$ 13.00

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.



Nancy E. Rister
County Clerk
Williamson County, Texas

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

CITY OF TAYLOR
RECEIVED

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

APR 26, 2013

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 **May 23rd and June 13th, 2013**;

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 26th day of April, 2013.

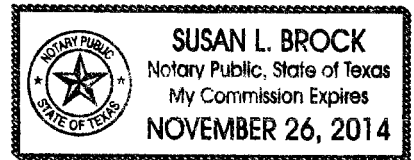
Edmond S. Komandosky
Owner Signature
Printed Name: Edmond S. Komandosky

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 26th day of April, 2013, by Edmond S. Komandosky, Owner.

Susan L. Brock
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 _____, 2013.

Notary Public, State of Texas

EDMOND KOMANDOSKY,
A SINGLE MAN

EDMOND S. KOMANDOSKY

TO DEED OF GIFT

3531

THE STATE OF TEXAS *
*
COUNTY OF WILLIAMSON *

KNOW ALL MEN BY THESE PRESENTS:

a single man
That I, EDMOND KOMANDOSKY, of Williamson County, Texas,
for and in consideration of the sum of TEN AND NO/100 (\$10.00)
DOLLARS to me cash in hand paid by my son, EDMOND S. KOMANDOSKY,
out of his own respective separate property and estate, and for
the further consideration of the love and affection which I have
and bear for and toward my son, the receipt of all of which
consideration is hereby acknowledged and confessed;

HAVE GRANTED, SOLD AND CONVEYED, and by these presents,
DO GRANT, SELL AND CONVEY unto the said EDMOND S. KOMANDOSKY,
as a part of his separate estate and to his sole and separate
use and benefit, subject to the reservation below made, all that
certain tract, lot or parcel of land, lying and being situated
in Williamson County, Texas, and being described as follows:

BEING 13.140 acres of the W. J. Baker Survey, Abstract
No. 65, in Williamson County, Texas, part of an 83.27 acre tract
described in a Deed to Edmond Komandosky of record in Volume
420, Page 482, Deed Records of Williamson County, Texas. Surveyed
on the ground in October of 1979, under the direction of W. F.
Forest, Registered Public Surveyor No. 101;

BEGINNING at an iron pin set in the North line of
County Road 366, in the present South line of the 83.27 acre
tract, a pipe found in the West line of the 83.27 acre tract and
in the North line of County Road 366 stands South 70 degrees
59' 15" West 452.96 feet;

THENCE North 18 degrees 57' 55" West 1265.58 feet to
set an iron pin in the South line of a 13.130 acre tract;

THENCE North 70 degrees 30' 05" East 453.65 feet to set
an iron pin in the West line of County Road 366;

THENCE South 18 degrees 57' 55" East 1150.29 feet with
the West line of the County Road to an iron pin set at the
beginning of a curve to the right which has a radius of 110.22
feet, a tangent of 110.13 feet, and a central angle of 89 degrees
57' 10";

THENCE with the arc of the curve, the chord bears South
26 degrees 00' 40" West 155.81 feet to a concrete monument found
at the end of the curve;

THENCE South 70 degrees 59' 15" West 343.51 feet with the
North line of the road to the POINT OF BEGINNING.

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 EDMOND S. KOMANDOSKY, as a part of his separate estate and to his sole and separate use and benefit, and to his heirs and assigns forever, and I do hereby bind myself, my heirs, executors and administrators, to WARRANT AND FOREVER DEFEND, all and singular the said premises unto the said EDMOND S. KOMANDOSKY, his heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

EXCEPT, however, that the Grantor herein reserves, and it is hereby expressly agreed that he shall have, for himself and his assigns, the full possession, benefit and use of the above described premises, as well as of the rents, issues and profits thereof, for and during his natural life.

WITNESS MY HAND, this the 26th day of November, A.D. 1979.

Edmond Komandosky
EDMOND KOMANDOSKY

THE STATE OF TEXAS *
COUNTY OF WILLIAMSON *

BEFORE ME, the undersigned authority, on this day personally appeared EDMOND KOMANDOSKY, a single man, 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 26th day of November, A.D. 1979.

Martin Lee
Notary Public in and for
Williamson County, Texas

THE STATE OF TEXAS
County of Williamson }

I, James N. Boydston, Clerk of the County Court of said County, do hereby certify that the foregoing instrument in writing, with its certificate of authentication, was filed for record in my office on the 30th day of Nov. A.D. 19 79, at 8:00 o'clock A M., and duly recorded this the 30th day of Nov. A.D. 19 79, at 1:05 o'clock P M., in the _____

Deed

Records of said County, in Vol. 778 pp 526

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

By Caroline R. Burdette Deputy

JAMES N. BOYDSTON, CLERK,
County Court, Williamson County, Texas

INDEXED

3531

TO DEED OF GIFT

EDMOND KOMANDOSKY,
A SINGLE MAN

TO

EDMOND S. KOMANDOSKY

FILED FOR RECORD
at 8:00 o'clock A.M.

NOV 30 1979

JAMES N. BOYLSTON
Clerk County Court, Williamson Co., Tex.
By Deputy

③ \$5.00

C/m

MARVIN LENZ
ATTORNEY AT LAW
P. O. BOX 149
TAYLOR, TEXAS 76574

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

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

CITY OF TAYLOR
RECEIVED

APR 26, 2013

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 **May 23rd and June 13th, 2013**;

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 26 day of April, 2013.

Joe H. Komandosky
Owner Signature
Printed Name: Joe H. Komandosky

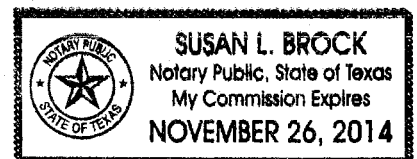
Owner Signature
Printed Name: _____

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 26th day of April, 2013, by Joe H. Komandosky, Owner.

Susan L. Brock
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 _____, 2013.

Notary Public, State of Texas

EDMOND KOMANDOSKY,
A SINGLE MAN

JOE KOMANDOSKY

TO DEED OF GIFT

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

*
(
*

KNOW ALL MEN BY THESE PRESENTS:

a single man,
That I, EDMOND KOMANDOSKY, of Williamson County, Texas, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, to me cash in hand paid by my son, JOE KOMANDOSKY, out of his own respective separate property and estate, and for the further consideration of the love and affection which I have and bear for and toward my son, the receipt of all of which consideration is hereby acknowledged and confessed;

HAVE GRANTED, SOLD AND CONVEYED, and by these presents, DO GRANT, SELL AND CONVEY unto the said JOE KOMANDOSKY, as a part of his separate estate and to his sole and separate use and benefit, subject to the reservation below made, all that certain tract, lot or parcel of land, lying and being situated in Williamson County, Texas, and being described as follows:

BEING 13.130 acres of the W. J. Baker Survey, Abstract No. 65, in Williamson County, Texas, part of an 83.27 acre tract described in a deed to Edmond Komandosky of record in Vol. 420, Page 482, Deed Records of Williamson County, Texas. Surveyed on the ground in October of 1979, under the direction of W. F. Forest, Registered Public Surveyor No. 101.

BEGINNING at an iron stake found in the West line of County Road 366, at the Southeast corner of a 42 acre tract conveyed to Marthias Bachmayer, the Northeast corner of the 83.27 acre tract stands N. 19 deg. 00' W. 2018.0 feet and N. 70 deg. 30' E. approximately 17.45 feet.

THENCE S. 18 deg. 57' 55" E. 631.32 feet with the West line of the County Road to set an iron pin.

THENCE S. 70 deg. 30' 05" W. at 453.65 feet pass the common North corner of two 13.140 acre tracts, continuing in all 906.65 feet to set an iron pin.

THENCE N. 18 deg. 57' 55" W. 631.32 feet with the West line of the 83.27 acre tract to a concrete monument found.

THENCE N. 70 deg. 30' 05" E. 906.65 feet with the South line of the Marthias Bachmayer 42 acre tract, to the POINT OF BEGINNING.

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 JOE KOMANDOSKY, as a part of his separate estate and to his sole and separate use and benefit, and to his heirs and assigns forever,

and I do hereby bind myself, my heirs, executors and administrators, to WARRANT AND FOREVER DEFEND, all and singular the said premises unto the said JOE KOMANDOSKY, his heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

EXCEPT, however, that the grantor herein reserves, and it is hereby expressly agreed that he shall have, for himself and his assigns, the full possession, benefit and use of the above described premises, as well as of the rents, issues and profits thereof, for and during his natural life.

WITNESS MY HAND, this the 26th day of November, A. D. 1979.

Edmond Komandosky
EDMOND KOMANDOSKY

THE STATE OF TEXAS *
 *
COUNTY OF WILLIAMSON *

BEFORE ME, the undersigned authority, on this day personally appeared EDMOND KOMANDOSKY, 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 28th day of November, A. D. 1979.

Marvin Lutz
Notary Public in and for
Williamson County, Texas

THE STATE OF TEXAS
County of Williamson }

I, James N. Boydston, Clerk of the County Court of said County, do hereby certify that the foregoing instrument in writing, with its certificate of authentication, was filed for record in my office on the 30th day of Nov. A.D. 19 79, at 8:00 o'clock A M., and duly recorded this the 30th day of Nov. A.D. 19 79, at 11:55 o'clock A M., in the

Deed

Records of said County, in Vol. 778 pp. 522

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

By Carolyn S. Boydston Deputy

JAMES N. BOYDSTON, CLERK,
County Court, Williamson County, Texas

INDEXED

3529

K

TO DEED OF GIFT

EDMOND KOMANDOSKY,
A SINGLE MAN

TO

JOE KOMANDOSKY

FILED FOR RECORD

at 8:00 o'clock A.M.

NOV 28 1978

JAMES N. BOYDSTON
Clerk County Court, Williamson Co., Tex.

By Deputy

3529

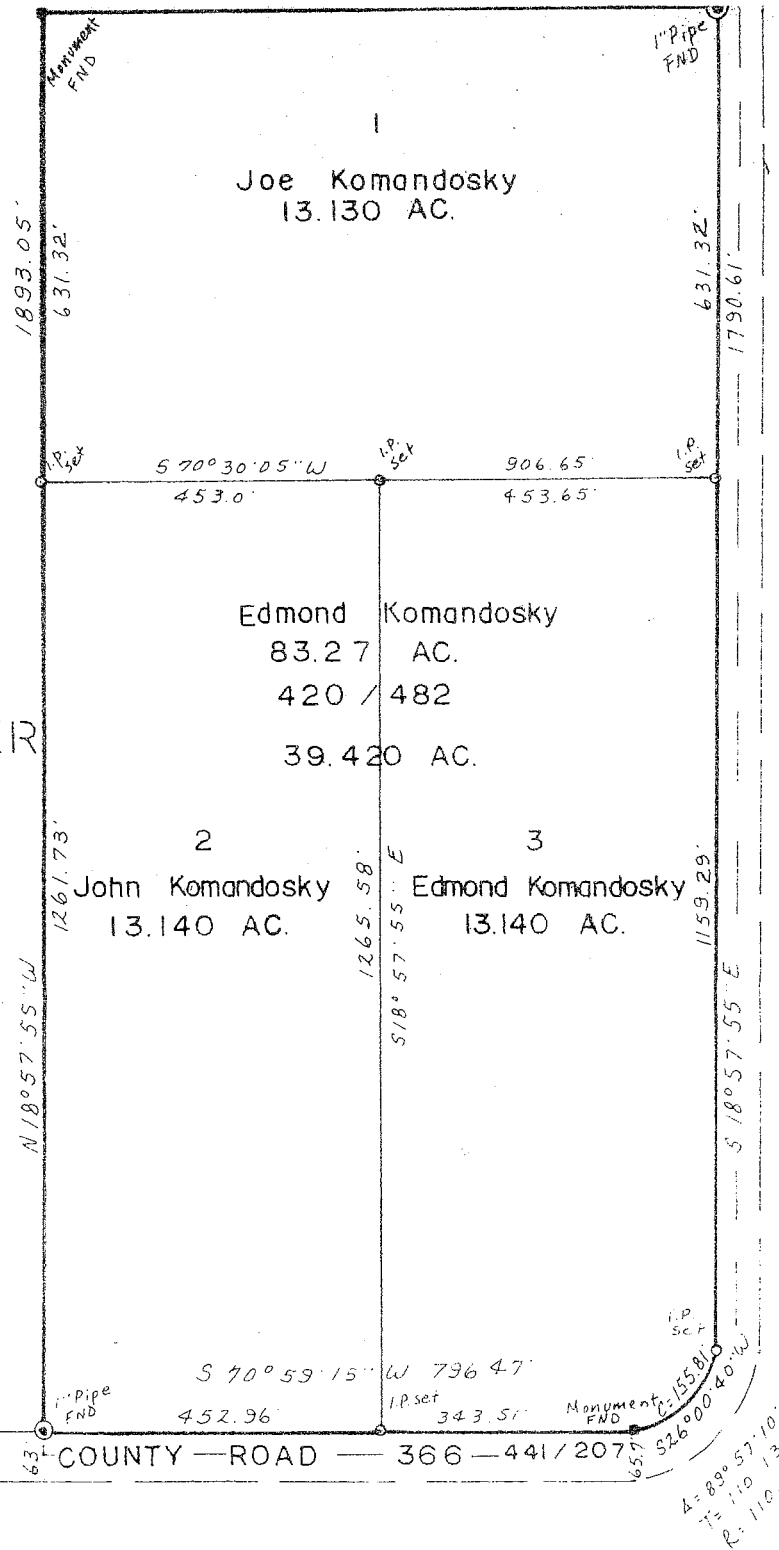
4/m

MARVIN LENZ
ATTORNEY AT LAW
P. O. BOX 149
TAYLOR, TEXAS 76574

Scale: 1"=200'

Leo Rieger
448/478

W. J. BAKER
SURVEY
A-65



STATE OF TEXAS (KNOW ALL MEN BY THESE PRESENTS):
COUNTY OF WILCOX

THAT I, J. BAKER, do hereby certify that the above described
land and premises are the property of the above named
persons and that the same are being sold to the public.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office, at Wilcox, Texas,
on this 10th day of Oct. 1927.

W. J. Baker
W. J. BAKER

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

CITY OF TAYLOR
RECEIVED

MAY 20, 2013

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 **May 23rd and June 13th, 2013**;

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.

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

The Owner, and all of the Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation before the end of the Term, for annexation of the Property to be completed on or after the end of the Term. Prior to the end of the Term, the City may commence the voluntary annexation of the Property. In connection with annexation pursuant to this section, the Owners hereby waive any vested rights they may have under Section 43.002(a)(2) and Chapter 245

of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the owners may initiate during the time between the expiration of the Agreement and the institution of annexation proceedings by the City.

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

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

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

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

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

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

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

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

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

Entered into this 20 day of may, 2013.

John J Komandosky
Owner Signature

Printed Name: John J. Komandosky

Owner Signature

Printed Name: _____

Owner Signature

Printed Name: _____

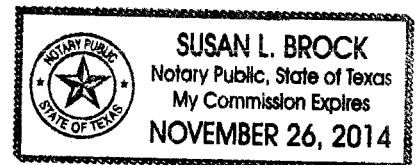
Owner Signature

Printed Name: _____

Owner Signature

Printed Name: _____

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }



This instrument was acknowledged before me on the 20th day of May, 2013, by JOHN J. KOMANDOSKY, Owner.

Susan L Brock
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 _____, 2013.

Notary Public, State of Texas

WARRANTY DEED

98019596

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

Date: July 27, 1998

Grantor: ELIZABETH KATHRYN KOMANDOSKY

Grantor's Mailing Address:

1201 C.R. 295
Taylor, Williamson County, Texas 76574

Grantee: JOHN JAMES KOMANDOSKY

Grantee's Mailing Address:

Route 1, Box 284-B
Lexington, Lee County, Texas 78947

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

Property:

BEING 13.140 acres of the W. J. Baker Survey, Abstract No. 65, in Williamson County, Texas, part of an 83.27 acre tract described in a deed to Edmond Komandosky of record in Vol. 420, Page 482, Deed Records of Williamson County, Texas. Surveyed on the ground in October of 1979, under the direction of W. F. Forest, Registered Public Surveyor No. 101.

BEGINNING at a 1 inch iron pipe found in the North line of County Road 366, at the present Southwest corner of the 83.27 acre tract;

THENCE N. 18 deg. 57' 55" W. 1261.73 feet to set an iron pin.

THENCE N. 70 deg. 30' 05" E. 453.0 feet to set an iron pin.

THENCE S. 18 deg. 57' 55" E. 1265.58 feet to set an iron pin in the North line of County Road 366.

THENCE S. 70 deg. 59' 15" W. 452.96 feet with the North line of the road, to the POINT OF BEGINNING.

Reservations from and Exceptions to Conveyance and Warranty:

Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; and discrepancies, conflicts, or shortages in area or boundary lines; and encroachments or overlapping of improvements; taxes for 1998, the payment of which Grantee assumes.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor 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.

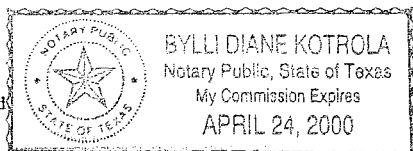
When the context requires, singular nouns and pronouns include the plural.

STATE OF TEXAS

COUNTY OF WILLIAMSON

§
§
§

This instrument was acknowledged before me on the 27th day of July, 1998, by ELIZABETH KATHRYN KOMANDOSKY.



re\komandosky.wd

Elizabeth Kathryn Komandosky
ELIZABETH KATHRYN KOMANDOSKY

Bylli Diane Kotrola
Notary Public, State of Texas

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.



Nancy E. Rister

County Clerk
Williamson County, Texas

Doc# 9842845

Pages: 2

Date : 07-30-1998

Time : 12:57:54 P.M.

Filed & Recorded in
Official Records
of WILLIAMSON County, TX.

NANCY E. RISTER
COUNTY CLERK

Rec. \$ 11.00

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

CITY OF TAYLOR
RECEIVED

MAY 22, 2013

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

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

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

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

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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~~ ^{plat} 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~~ ^{VM} 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 17 day of May, 2013.

Vlasta E. Mekolik
Owner Signature
Printed Name: Vlasta E. Mekolik

Owner Signature
Printed Name: _____

Owner Signature
Printed Name: _____

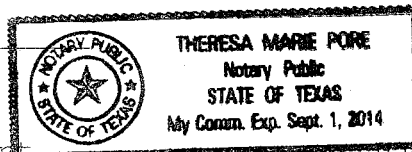
Owner Signature
Printed Name: _____

Owner Signature
Printed Name: _____

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 17 day of May, 2013, by Vlasta Mekolik, Owner.

[Signature]
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 _____, 2013.

Notary Public, State of Texas



SPECIAL WARRANTY DEED
Chandler Road (Phase IIIB) Right of Way

CITY OF TAYLOR
RECEIVED

MAY 22, 2013

THE STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

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

WHEREAS, Williamson County, Texas is authorized to purchase and receive land and such other property rights deemed necessary or convenient for the construction, expansion, enlargement, extension, improvement, or operation of a portion of the proposed Chandler Road roadway improvements ("Project"); and,

WHEREAS, the acquisition of the hereinafter-described premises has been deemed necessary or convenient for the construction, expansion, enlargement, extension, improvement, or operation of the Project;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That VLASTA MEKOLIK, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto Williamson County, Texas all those certain tracts or parcels of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

All of that certain 8.078 acres of land, more or less, situated in the Samuel Pharrass Survey, Abstract No. 496, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 27);

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Easements and rights-of-way of record; all presently recorded restrictions, reservations, covenants, conditions, oil, gas or other mineral leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; and any encroachments or overlapping of improvements.

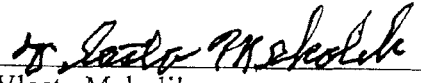
Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waive all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals and water shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Chandler Road, but shall not be used or exported from the Property for any other purpose.

TO HAVE AND TO HOLD the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantors do hereby bind ourselves, our heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantors, but not otherwise.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the 23 day of April, 2012.

GRANTOR:


Vlasta Mekolik

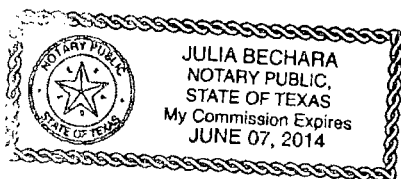
ACKNOWLEDGMENT

STATE OF TEXAS

§
§
§

COUNTY OF Williamson

This instrument was acknowledged before me on this the 23 day of April, 2012 by Vlasta Mekolik, in the capacity and for the purposes and consideration recited therein.



Julia Bechara
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas

GRANTEE'S MAILING ADDRESS:

Williamson County
c/o County Judge Dan A. Gattis
County Courthouse
701 Main Street
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

Texas American Title Company
715 Discovery Blvd., Ste. 205
Cedar Park, TX 78613

EXHIBIT A

County: WILLIAMSON
Parcel No.: 27

PROPERTY DESCRIPTION FOR PARCEL 27

PARCEL 27 (8.078 ACRES)

DESCRIPTION OF AN 8.078 ACRE (351,860 SQ. FT.) TRACT OF LAND LOCATED IN THE SAMUEL PHARRASS SURVEY, ABSTRACT NO. 496, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 77.84 ACRE TRACT OF LAND, DESCRIBED IN THE DEED TO VLASTA E. MEKOLIK, AS RECORDED IN AN AFFIDAVIT OF HEIRSHIP DOCUMENT NUMBER 2003087931 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 8.078 ACRE (351,860 SQ. FT.) TRACT OF LAND, AS SHOWN ON A RIGHT-OF-WAY SKETCH PREPARED BY SURVEYING AND MAPPING "SAM, INC". FOR THIS PARCEL, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8 inch iron rod with a SAM Inc. aluminum cap set, being on the proposed south right-of-way line of Chandler Road, same being a point on the north line of said 77.84 acre tract, being on the south line of a called 94.49 acre tract of land, described in the deed to William E. Albert and Francis M. Albert, as recorded in Document Number 2001084202, of the Official Public Records of Williamson County, Texas, and being the western most corner and the **POINT OF BEGINNING** of the tract described herein, from which a 5/8 inch iron rod found at the southwest corner of said 94.49 acre tract, bears S 68° 56' 10" W, a distance of 441.02 feet;

THENCE with the common line of said 77.84 acre tract and said 94.49 acre tract, N 68° 56' 10" E, a distance of 907.55 feet to a 5/8 inch iron rod found on said common line, being at the southeast corner of said 94.49 acre tract, also being the southwest corner of a called 104.50 acre tract of land, described in the deed to TW Farmland, LTD., as recorded in Document Number 9927403, of the Official Public Records of Williamson County, Texas, said property also being described as a 105 439/1000 acre tract of land in the deed to Walter A. Wuthrich as recorded in Volume 266, Page 120 of the Deed Records of Williamson County, Texas, also being on the north line of the tract described herein, from which a 1 inch iron pipe found at the northeast corner of said 94.49 acre tract bears, N 21° 35' 47" W, a distance of 3,289.80 feet;

THENCE with the north line of said 77.84 acre tract and the south line of said 104.50 acre tract, N 68° 56' 10" E, a distance of 1,397.05 feet to a 5/8 inch iron rod with a SAM Inc. aluminum cap set on said common line, being at the southeast corner of said 104.50 acre tract, also being at a point of intersection of an existing south right-of-way line and an existing west right-of-way line of County Road 366 "CR 366" (a variable width right-of-way), and also being on the north line of the tract described herein, from which a 1 inch iron pipe found on the existing west right-of-way of said CR 366 bears, N 21° 46' 38" W, a distance of 3,289.99 feet;

THENCE with the north line of said 77.84 acre tract and an existing south right-of-way line of said CR 366, N 68° 56' 10" E, a distance of 755.70 feet to a 5/8 inch iron rod with a SAM Inc. aluminum cap set on said common line, being on the proposed north right-of-way line of said Chandler Road, and being an angle point for the tract described herein;

THENCE crossing through the interior of said 77.84 acre tract with the proposed north right-of-way line of said Chandler Road, N 84° 42' 06" E, a distance of 169.79 feet to a 5/8 inch iron rod with a SAM Inc. aluminum cap set on the east line of said 77.84 acre tract, being on an existing west right-of-way line of said CR 366, also being the northeast corner of the tract described herein, from which a calculated point at the northeast corner of said 77.84 acre tract bears, N 21° 43' 50" W, a distance of 46.16 feet;

THENCE leaving the proposed north right-of-way line of said Chandler Road with the east line of said 77.84 acre tract, being the west right-of-way line of said CR 366, S 21° 43' 50" E, a distance of 208.52 feet to a 5/8 inch iron rod with a SAM Inc. aluminum cap set on said common line, being the southeast corner of the tract described herein, from which a 1/2 inch iron rod found on the west right-of-way line of said CR 366 bears, S 21° 43' 50" E, passing at a distance of 560.42 feet, a calculated point for the southeast corner of said 77.84 acre tract, continuing S 21° 35' 16" E, a distance of 1,043.74 feet;

THENCE leaving said common line crossing through the interior of said 77.84 acre tract with the proposed south right-of-way line of said Chandler Road, the following (6) six courses and distances:

- 1) S 84° 42' 06" W, a distance of 304.42 feet to a 1/2-inch iron rod with a SAM Inc. aluminum cap set at an angle point for the tract described herein, being a point of curvature (PC),
- 2) with the arc of a curve to the left a distance of 522.42 feet, through the central angle of 15° 45' 14", having a radius of 1,900.00 feet, whose chord bears S 76° 49' 29" W, a distance of 520.78 feet to a 1/2 inch iron rod with a SAM Inc. aluminum cap set at an angle point for the tract described herein, being a point of tangency (PT),
- 3) S 68° 56' 52" W, a distance of 1,615.98 feet to a 1/2 inch iron rod with a SAM Inc. aluminum cap set at an angle point for the tract described herein,
- 4) S 63° 14' 13" W, a distance of 100.50 feet to a 1/2 inch iron rod with a SAM Inc. aluminum cap set at an angle point for the tract described herein,
- 5) S 68° 56' 51" W, a distance of 140.14 feet to a 1/2 inch iron rod with a SAM Inc. aluminum cap set at an angle point for the tract described herein, being a point of curvature (PC) and
- 6) with the arc of a curve to the right a distance of 575.46 feet, through the central angle of 22° 10' 23", having a radius of 1,487.00 feet, whose chord bears S 80° 02' 03" W, a distance of 571.87 feet to the **POINT OF BEGINNING** and containing 8.078 acres (351,860 SQ. FT.) of land, more or less.

This property description is accompanied by a separate sketch of even date.

All coordinates shown hereon are NAD 83/93 (HARN) State Plane Coordinates adjusted to the surface using a combined scale factor of 1.00012.

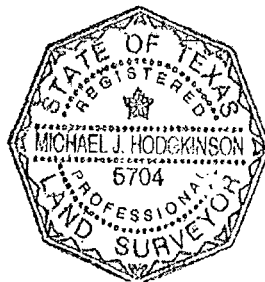
THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

KNOW ALL MEN BY THESE PRESENTS:

That I, Michael J. Hodgkinson, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 8th day of April, 2010 A.D.

SURVEYING AND MAPPING, Inc.
5508 West Highway 290, Building B
Austin, Texas 78735

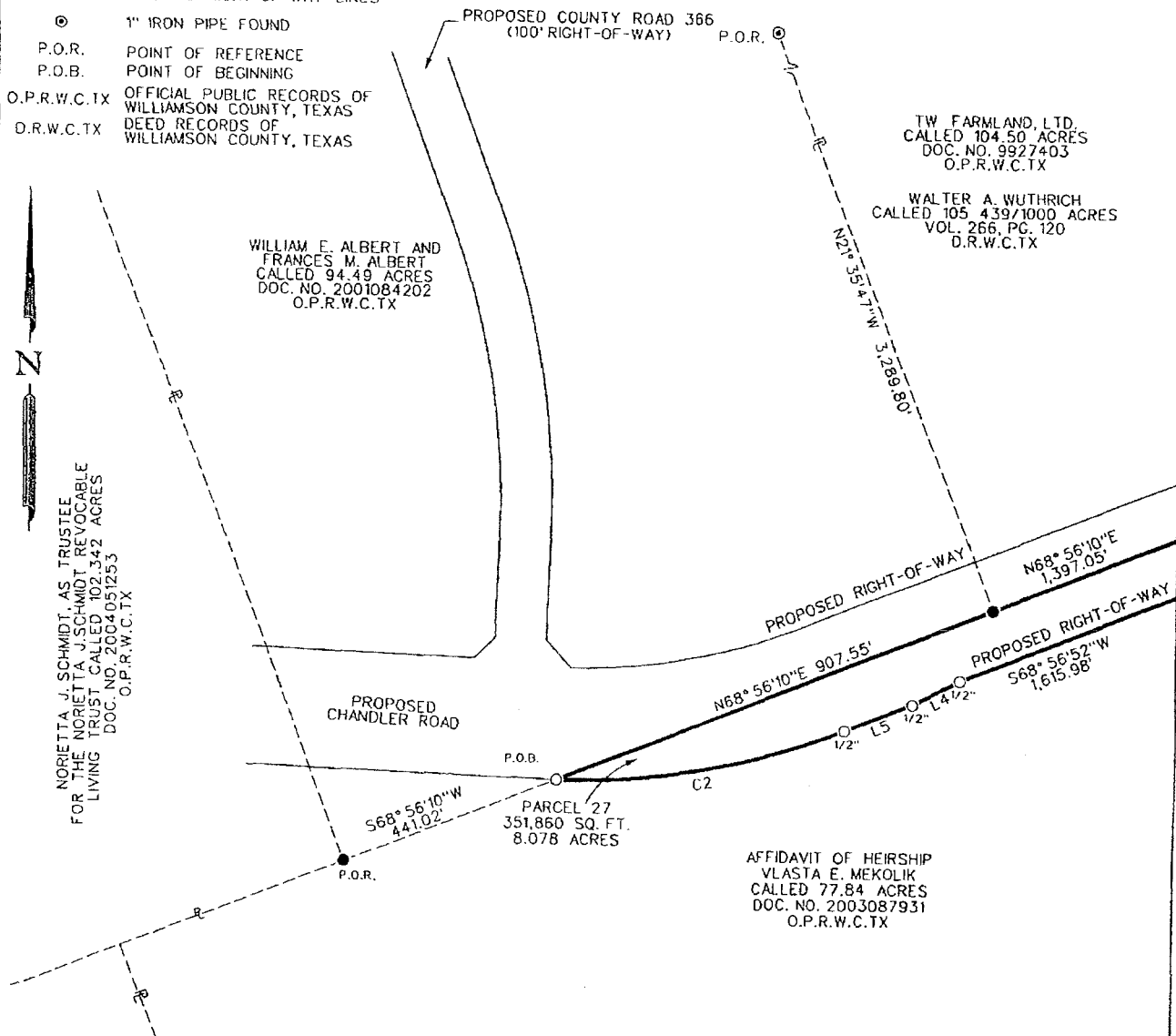
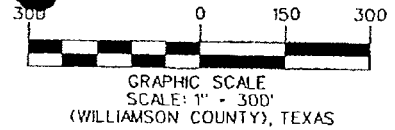


Michael J. Hodgkinson
Registered Professional Land Surveyor
No. 5704 - State of Texas

LEGEND:

- ▲ CALCULATED POINT
- 5/8" IRON ROD WITH ALUMINUM CAP
STAMPED "SAM INC." SET (UNLESS NOTED)
- 5/8" IRON ROD FOUND (UNLESS NOTED)
- EXISTING RIGHT-OF-WAY LINES
- ⊙ 1" IRON PIPE FOUND
- P.O.R. POINT OF REFERENCE
- P.O.B. POINT OF BEGINNING
- O.P.R.W.C.TX OFFICIAL PUBLIC RECORDS OF
WILLIAMSON COUNTY, TEXAS
- D.R.W.C.TX DEED RECORDS OF
WILLIAMSON COUNTY, TEXAS

SAMUEL PHARRASS SURVEY
ABSTRACT NO. 496



MATCHLINE PAGE 4

LINE TABLE

LINE NO.	BEARING	DISTANCE
L4	S63° 14' 13" W	100.50'
L5	S68° 56' 51" W	140.14'

CURVE TABLE

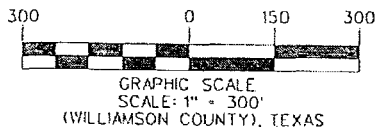
NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C2	22° 10' 23"	1,487.00'	575.46'	571.87'	S80° 02' 03" W

PAGE 3 OF 4
REF. FIELD NOTE NO. 4666rev040710



5508 West Highway 290, Building B
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029

RIGHT-OF-WAY
SKETCH OF
PARCEL 27 8.078 AC.
(351,860 SQ. FT.)
VLASTA E. MEKOLIK

COUNTY ROAD 366
(VARIABLE WIDTH RIGHT-OF-WAY)W.J. BAKER SURVEY
ABSTRACT NO. 65
COUNTY ROAD 374
(VARIABLE WIDTH RIGHT-OF-WAY)SAMUEL PHARRASS SURVEY
ABSTRACT NO. 496T.W. FARMLAND, L.T.D.
CALLED 104.50 ACRES
DOC. NO. 9927403
O.P.R.W.C.TXWALTER A. WUTHRICH
CALLED 105.439/1000 ACRES
VOL. 266, PG. 120
D.R.W.C.TXTHE CLARENCE H. AND DORIS
E. WALTHER LIVING TRUST
CALLED 192.24 ACRES
DOC. NO. 200010525
O.P.R.W.C.TXPARCEL 27
351,860 SQ. FT.
8.078 ACRESAFFIDAVIT OF HEIRSHIP
VLASTA E. MEKOLIK
CALLED 77.84 ACRES
DOC. NO. 2003087931
O.P.R.W.C.TXMARGARET ANN
KROSCHEWSKY HAYES
CALLED 49.476 ACRES
VOL. 271, PG. 0385
O.P.R.W.C.TX

LEGEND:

- ▲ CALCULATED POINT
- 5/8" IRON ROD WITH ALUMINUM CAP
STAMPED "SAM INC." SET (UNLESS NOTED)
- 5/8" IRON ROD FOUND (UNLESS NOTED)
- EXISTING RIGHT-OF-WAY LINES
- ⊙ 1" IRON PIPE FOUND
- P.O.R. POINT OF REFERENCE
- P.O.B. POINT OF BEGINNING
- O.P.R.W.C.TX OFFICIAL PUBLIC RECORDS OF
WILLIAMSON COUNTY, TEXAS
- D.R.W.C.TX DEED RECORDS OF
WILLIAMSON COUNTY, TEXAS

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N84°42'06"E	169.79'
L2	N21°43'50"W	46.16'
L3	S21°43'50"E	208.52'

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	15°45'14"	1,900.00'	522.42'	520.78'	S76°49'29"W

NOTES:

1) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. RECORD INFORMATION ON THIS DRAWING IS BASED ON A PUBLIC RECORDS SEARCH BY THE SURVEYOR AND MAY NOT INCLUDE ALL EASEMENTS OR INSTRUMENTS PERTAINING TO THIS PROPERTY.

2) ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (4203). ALL DISTANCES AND COORDINATES ARE ADJUSTED TO SURFACE USING A SCALE FACTOR OF 1.00012.

3) THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

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

MICHAEL J. HODGKINSON
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5704, STATE OF TEXAS

4-8-10
DATE



PAGE 4 OF 4
REF. FIELD NOTE NO. 4666rev040710



5508 West Highway 290, Building B
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029

RIGHT-OF-WAY
SKETCH OF
PARCEL 27 8.078 AC
(351,860 SQ. FT.)
VLASTA E. MEKOLIK

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2012029762

Nancy E. Rister

04/24/2012 12:12 PM

MARIA \$0.00

NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

③ Texas American Title

JIM E. BOHAC, ET AL

TO DEED

JOHN J. MEKOLIK, JR. ET UX

THE STATE OF TEXAS,
COUNTY OF WILLIAMSON.

9783

KNOW ALL MEN BY THESE PRESENTS:

THAT we, JIM E. BOHAC, a single man, having continuously remained a single man since the date of the death of his wife, Tonnie Bohac; EMIL F. BOHAC and wife, MARTHA BOHAC; MARY VITEK joined herein by her husband, TIMOTHY VITEK; HENRY R. BOHAC and wife, LILLIE M. BOHAC; EDITH VITEK joined herein by her husband, LOUIS P. VITEK; JERRY S. BOHAC and wife, MARY LEE BOHAC, all of Williamson County, Texas, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, to us cash in hand paid by JOHN J. MEKOLIK, JR. and wife, VLASTA MEKOLIK, the receipt of which is hereby acknowledged, for which no lien, either expressed or implied, is retained;

Have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto the said JOHN J. MEKOLIK, JR. and wife, VLASTA MEKOLIK, of Williamson County, Texas, the following described property:

All that certain lot, tract or parcel of land lying and being situated in Williamson County, Texas, being a part of the Samuel Pharrass Survey, Patent No. 632, Vol. 6, Abstract No. 496, and described as follows, to-wit:

BEGINNING at the N W corner of a tract of 177.84 acres of land which was conveyed to O. P. Ellington by D. F. Smith et ux by deed dated October 8th, 1907, and recorded in Vol. 120, page 282, of the Deed Records of Williamson County, Texas;

THENCE N 71 deg. 25' E with the N fence 1485 vrs to a stake 10 inches N of the cor post for N E cor of said Smith tract and this tract;

THENCE S $19\frac{1}{4}$ deg. E with the fence and W line of public road 295.55 vrs to a stake for the S. E. cor hereof;

THENCE S $71\frac{1}{4}$ deg. W 1486.4 vrs to a stake in the W line of said 177.84 acre tract for the S W cor hereof;

THENCE N 19 deg W with the fence and W line of said 177.84 acre tract 295.55 vrs to the place of beginning, containing 77.84 acres of land, and being the same tract of land which was conveyed to Jacob Jarma by W. C. Fischer and wife by deed dated January 11, 1945, recorded in Vol. 325, page 141, Deed Records of Williamson County, Texas, and being the same tract of land described in a deed from Jacob Jarma and wife, Marie Jarma, to Jim E. Bohac, bearing date of August 26, 1947 and of record in Volume 344, page 133, of the Deed Records of Williamson County, Texas.

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 J. MEKOLIK, JR. and wife, VLASTA MEKOLIK, their heirs or assigns forever, and we do hereby bind ourselves, our heirs, executors and administra-

OFFICE OF TAYLOR
RECEIVED

MAY 22, 2001

tors, TO WARRANT AND FOREVER DEFEND, all and singular the said premises unto the said JOHN J. MEKOLIK, JR. and wife, VLASTA MEKOLIK, their heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

That Grantees assume the payment of the taxes on said property for the year 1960 and shall be entitled to immediate possession of said property.

WITNESS OUR HANDS, this 23rd day of May, A. D. 1960.



Jim E. Bohac
Jim E. Bohac

Emil F. Bohac
Emil F. Bohac

Martha Bohac
Martha Bohac

Mary Vitek
Mary Vitek

Timothy Vitek
Timothy Vitek

Henry R. Bohac
Henry R. Bohac

Lillie M. Bohac
Lillie M. Bohac

Edith Vitek
Edith Vitek

Louis P. Vitek
Louis P. Vitek

Jerry S. Bohac
Jerry S. Bohac

Mary Lee Bohac
Mary Lee Bohac

THE STATE OF TEXAS,
COUNTY OF WILLIAMSON

BEFORE ME, the undersigned authority, on this day personally appeared JIM E. BOHAC, a single man, known to me to be the person whose name is sub-

scribed 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 26 day of MAY A. D. 1960.

M. L. H. F.
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 EMIL F. BOHAC and MARTHA BOHAC, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed; and the said MARTHA BOHAC, wife of the said EMIL F. BOHAC, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said MARTHA BOHAC, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 26 day of MAY A. D. 1960.

M. L. H. F.
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 TIMOTHY VITEK and MARY VITEK, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed; and the said MARY VITEK, wife of the said TIMOTHY VITEK, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said MARY VITEK, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 27^a day of MAY A. D. 1960.

M. L. H. F.
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 HENRY R. BOHAC and LILLIE M. BOHAC, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed; and the said LILLIE M. BOHAC, wife of the said HENRY R. BOHAC, having been examined by me privily and apart from her husband, and

having the same fully explained to her, she, the said LILLIE M. BOHAC, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 27 day of MAY A.D. 1960.

William H Fox
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 LOUIS P. VITEK and EDITH VITEK, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed; and the said EDITH VITEK, wife of the said LOUIS P. VITEK, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said EDITH VITEK, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 27 day of MAY A.D. 1960.

William H Fox
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 JERRY S. BOHAC and MARY LEE BOHAC, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed; and the said MARY LEE BOHAC, wife of the said JERRY S. BOHAC, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said MARY LEE BOHAC, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 26 day of May A.D. 1960.

William H Fox
Notary Public in and for Williamson
County, Texas

Filed for Record on the 3 day of June A. D. 19 60, at 8 o'clock A.M.
Duly Recorded this the 3 day of June A. D. 19 60, at 9:25 o'clock A.M.

DICK CERVENKA, County Clerk
Williamson County, Texas

By Bertrude Bohac Deputy

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

CITY OF TAYLOR
RECEIVED

MAY 20, 2013

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 **May 23rd and June 13th, 2013**;

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 17 day of MAY, 2013.

Patricia Randig

Owner Signature

Printed Name: Patricia Randig

Donald Randig

Owner Signature

Printed Name: DONALD RANDIG

~~Owner Signature~~

~~Printed Name:~~

~~Owner Signature~~

~~Printed Name:~~

~~Owner Signature~~

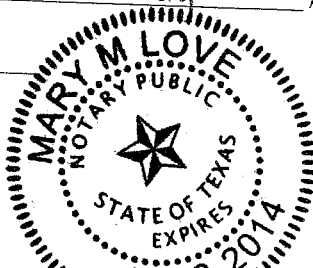
~~Printed Name:~~

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 17th day of May, 2013, by Patricia + Donald Randig, Owner.

Mary M. Love
Notary Public, State of Texas

City of Taylor Development Agreement



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 _____, 2013.

Notary Public, State of Texas

IRIS SOPHIE RANDIG,
A WIDOW

15272

DONALD RANDIG

TO DEED OF GIFT

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

That I, IRIS SOPHIE RANDIG, of Williamson County, Texas, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS to me cash in hand paid by my son, DONALD RANDIG, Route 4, Box 82, Taylor, Williamson County, Texas 76574, out of his own respective separate property and estate, and for the further consideration of the love and affection which I have and bear for and toward my son, DONALD RANDIG, the receipt of all of which consideration is hereby acknowledged and confessed;

HAVE GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY, unto the said DONALD RANDIG, as a part of his separate estate and to his sole and separate use and benefit, all that certain tract or parcel of land lying and being situated in Williamson County, Texas, more particularly described as follows:

All that certain tract or parcel of land lying and being situated in Williamson County, Texas, being a part of the W. J. Baker Survey and being described by metes and bounds as follows:

BEGINNING at the S.E. corner of a tract of land conveyed by H. H. Millard to G. W. Loan by Deed recorded in Book 29, Page 398, Deed Records, Williamson County, Texas, a stake in center of road;

THENCE N. 71 E. 458 varas to a stake and stone in the West line of the F. S. Millard tract of land for the S.E. corner hereof;

THENCE N. 19 W. with the West line of said F. S. Millard tract 1158.84 varas to a stake in the North line of the W. J. Baker Survey, being the N.W. corner hereof;

THENCE S. 71 W. 458 varas to the N.E. corner of said G. W. Logan tract of land, a stake in the North line of the said Baker Survey for the N.W. corner hereof;

THENCE S. 19 E. 1158.84 varas to the place of beginning and containing 93.029 acres of land, being the same tract of land conveyed to Otto Heckmann by C. E. Byrne by Deed dated January 29, 1942 and recorded in Volume

312, Page 157 of the Deed Records of Williamson County, Texas;

SAVE AND EXCEPT a tract of 2.22 acres of land heretofore conveyed to Sam V. Stone, County Judge, by Deed dated in October of 1960 and recorded in Volume 441, Page 204 of the Deed Records of Williamson County, Texas.

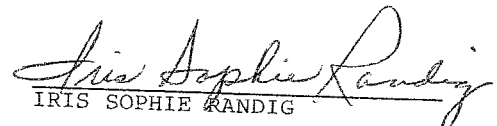
SAVE AND EXCEPT a tract of 4.0 acres of land heretofore conveyed to Donald Randig by Deed dated June 3, 1983 and recorded in Volume 923, Page 147 of the Deed Records of Williamson County, Texas.

SAVE AND EXCEPT a tract of 0.839 acres of land heretofore conveyed to Donald Randig by Deed dated June 6, 1989 and recorded in Volume 1788, Page 673 of the Official Records of Williamson County, Texas.

This conveyance is executed by Grantor and accepted by Grantee as being subject to all reservations, restriction, easements, covenants and rights of way, which may be duly of record in the office of the County Clerk of Williamson County, Texas, or that may be located on the property.

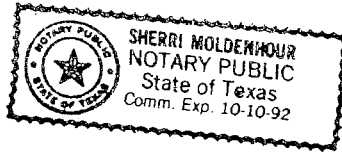
TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said DONALD RANDIG, his heirs and assigns forever, and I do hereby bind myself, my heirs, executors and administrators, to WARRANT AND FOREVER DEFEND, all and singular the said premises unto the said DONALD RANDIG, his heirs and assigns, against every person whosoever lawfully claiming, or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty.

WITNESS MY HAND, this the 15th day of May, 1992.


IRIS SOPHIE RANDIG

THE STATE OF TEXAS *
COUNTY OF WILLIAMSON *

This instrument was acknowledged before me on the
15th day of May, 1992 by IRIS SOPHIE RANDIG.



Sherri Moldenhour
Notary Public, State of Texas

Notary's Printed Name _____

My Commission Expires: _____

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



MAY 20 1992

William B. Pryor
COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

William B. Pryor

1992 MAY 20 AM 11:54

FILED FOR RECORD
WILLIAMSON COUNTY TEXAS

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

CITY OF TAYLOR
RECEIVED

MAY 20, 2013

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 **May 23rd and June 13th, 2013**;

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 17 day of May, 2013.

Patricia Randig

Owner Signature

Printed Name: Patricia Randig

Donald Randig

Owner Signature

Printed Name: DONALD RANDIG

Owner Signature

Printed Name: _____

Owner Signature

Printed Name: _____

Owner Signature

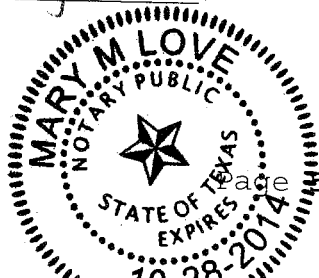
Printed Name: _____

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 17th day of May, 2013, by Donald + Patricia Randig, Owner.

Mary M. Love
Notary Public, State of Texas

City of Taylor Development Agreement



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 _____, 2013.

Notary Public, State of Texas

IRIS SOPHIE RANDIG,
ET VIR

8486

DONALD RANDIG

TO DEED OF GIFT

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

That we, IRIS SOPHIE RANDIG joined herein by my husband, CLARENCE RANDIG, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS to us cash in hand paid by our son, DONALD RANDIG, of Route 4, Box 82, Taylor, Texas 76574, out of his own respective separate property and estate, and for the further consideration of the love and affection which we have and bear for and toward our son, the receipt of all of which consideration is hereby acknowledged and confessed;

HAVE GRANTED, SOLD AND CONVEYED, and by these presents, DO GRANT, SELL AND CONVEY unto the said DONALD RANDIG, of Williamson County, Texas, as a part of his separate estate and to his sole and separate use and benefit, the following described property lying and being situated in Williamson County, Texas, to-wit:

BEING 4.0 acres of the W. J. Baker Survey A-65, in Williamson County, Texas, fully described on Exhibit "A" attached:

This conveyance is executed by Grantors and accepted by Grantee as being subject to all reservations, restrictions, easements, covenants and rights of way, which may be duly of record in the Office of the County Clerk of Williamson County, Texas, or that may be located on the propety.

TO HAVE AND TO HOLD the above described premises and all improvements thereon, together with all and singular the rights and appurtenances thereton in anywise belonging unto the said DONALD RANDIG, as a part of his separate estate and to his sole and separate use and benefit, and to his 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 DONALD RANDIG, his heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS OUR HANDS, this the 3rd day of June, A.D. 1983.

Iris Sophie Randig
IRIS SOPHIE RANDIG

Clarence Randig
CLARENCE RANDIG

THE STATE OF TEXAS *
*
COUNTY OF WILLIAMSON *

This instrument was acknowledged before me on June 6th,
1983, by CLARENCE RANDIG and wife, IRIS SOPHIE RANDIG.

Marvin Lenz (MARVIN LENZ)
Notary Public in and for
The State of Texas

MARVIN LENZ
(Printed or Tyled Name of Notary)

My Commission Expires: 11-84

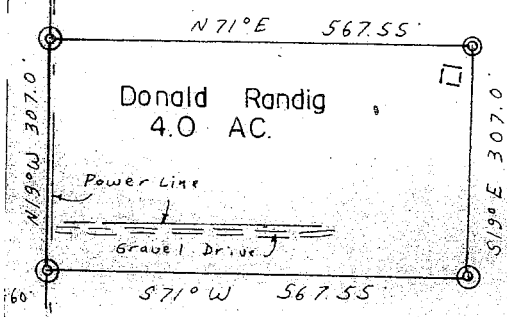
Survey Line

County Road 366

919.0'
N19°0'W

W. J. BAKER SURVEY

A-65



Iris Sophie Randig
93.029 AC
505 / 677

- Monument found
- ⊙ Pipe set

PERIMETER DESCRIPTION

BEING 4.0 acres of the W.J. Baker Survey A-65, in Williamson County, Texas, part of a 93.029 acre tract which is described in a deed to Iris Sophie Randig of record in Vol. 505, Page 677, Deed Records of Williamson County, Texas. Surveyed on the ground by W.F. Forest, R.P.S. No. 101.

BEGINNING at a pipe set for the Northwest corner of this tract, in the East line of County Road 366. A monument found at the Northwest corner of the said 93.029 acres bears N 19°00' W 919.0 feet.

THENCE N 71°00' E 567.55 feet to set a pipe Northeast of an outbuilding.

THENCE S 19° E 307.0 feet to set a pipe.

THENCE S 71° W 567.55 feet to set a pipe.

THENCE N 19°00' W 307.0 feet with the East line of the road to the POINT OF BEGINNING.

I, W.F. FOREST, do hereby certify that I surveyed the above described tract on the ground and that the above description is true and correct to the best of my knowledge and belief.

TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Texas this the 30th day of May, 1983, A.D.



W. F. Forest
REGISTERED PUBLIC SURVEYOR NO. 101

W.F. FOREST

EXHIBIT "A"

IRIS SOPHIE RANDIG,
A WIDOW

16020

DONALD RANDIG

TO DEED OF GIFT

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

That I, IRIS SOPHIE RANDIG, of Williamson County, --
Texas, for and in consideration of the sum of TEN AND NO/100
(\$10.00) DOLLARS to me cash in hand paid by my son, DONALD
RANDIG, Route 4, Box 82, Taylor, Williamson County, Texas 76574,
out of his own respective separate property and estate, and for
the further consideration of the love and affection which I have
and bear for and toward my son, DONALD RANDIG, the receipt of all
of which consideration is hereby acknowledged and confessed;

HAVE GRANTED, SOLD AND CONVEYED, and by these presents
do GRANT, SELL AND CONVEY, unto the said DONALD RANDIG, as a part
of his separate estate and to his sole and separate use and
benefit, all that certain tract or parcel of land lying and being
situated in Williamson County, Texas, more particularly described
as follows:

BEING 0.839 acres of the W. J. Baker Survey, Abstract
No. 65, in Williamson County, Texas, part of a 93.029
acre tract which is described in a deed to Iris Sophie
Randig, of record in Volume 505, Page 677, Deed Records
of Williamson County, Texas, and being more
particularly described by metes and bounds on Exhibit
"A", attached hereto and made a part hereof.

This conveyance is executed by Grantor and accepted by
Grantee as being subject to all reservations, restriction,
easements, covenants and rights of way, which may be duly of
record in the office of the County Clerk of Williamson County,
Texas, or that may be located on the property.

TO HAVE AND TO HOLD the above described premises,
together with all and singular, the rights and appurtenances
thereto in anywise belonging unto the said DONALD RANDIG, his
heirs and assigns forever, and I do hereby bind myself, my heirs,
executors and administrators, to WARRANT AND FOREVER DEFEND, all

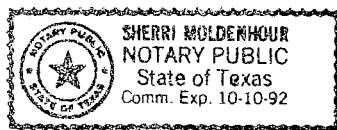
and singular the said premises unto the said DONALD RANDIG, his heirs and assigns, against every person whosoever lawfully claiming, or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty.

WITNESS OUR HANDS, this the 6th day of June, 1989.

IRIS SOPHIE RANDIG
IRIS SOPHIE RANDIG

THE STATE OF TEXAS *
COUNTY OF WILLIAMSON *

This instrument was acknowledged before me on the
9th day of June, 1989 by IRIS SOPHIE RANDIG.



Sherri Moldenhour
Notary Public, State of Texas

Sherri Moldenhour
Notary's Printed Name

My Commission Expires: 10-10-92

FOREST SURVEYING AND MAPPING CO.
1002 Ash St.
Georgetown, Tx. 78626

DESCRIPTION FOR DONALD RANDIG

BEING 0.839 acres of the W.J. Baker Survey, Abstract No. 65, in Williamson County, Texas, part of a 93.029 acre tract which is described in a deed to Iris Sophie Randig, of record in Vol. 505, Pg. 677, Deed Records of Williamson County, Texas. Surveyed on the ground in March of 1989, by Wm. F. Forest, Jr., Registered Public Surveyor No. 1847.

BEGINNING at a pipe found at the Northeast corner of a 4.0 acre tract which is described in a deed to Donald Randig, of record in Vol. 923, Pg. 147, Deed Records. A concrete monument at the Northwest corner of the Iris Randig 93.029 acre tract stands S 71 deg. W 567.55 feet, and N 19 deg. W 919.0 feet.

THENCE N 71 deg. E, passing through a shed, continuing in all 119.1 feet to set an iron pin.

THENCE S 19 deg. 00 min. E 307.0 feet to an axle set.

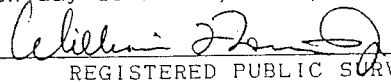
THENCE S 71 deg. W 119.1 feet to a pipe found disturbed and reset.

THENCE N 19 deg. 00 min. W 307.0 feet with the East line of the 4 acre Donald Randig tract, to the POINT OF BEGINNING.

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

I, WM. F. FOREST, JR., do hereby certify that this survey was made on the ground of the property legally described hereon and is correct, and that there are no significant discrepancies, shortages in area, or known boundary line conflicts, except as stated herein. Records research for easement verification has not been performed unless indicated on the attached plat by recording references.

TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Texas, this the 15th day of March, 1989, A.D.

 WM. F. FOREST JR.
REGISTERED PUBLIC SURVEYOR NO. 1847

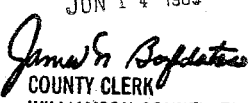
file:randig.065



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

JUN 14 1989




COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

COUNTY CLERK

1989 JUN 13 AM 9:03

FILED FOR RECORD
WILLIAMSON COUNTY, TX

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

CITY OF TAYLOR
RECEIVED

MAY 23, 2013

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 **May 23rd and June 13th, 2013**;

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 23 day of May, 2013.

Wilbert Vorwerk
Owner Signature
Printed Name: Wilbert Vorwerk

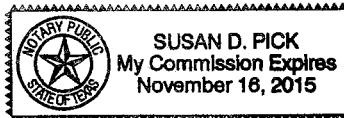
Owner Signature
Printed Name: _____

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 23 day of May, 2013, by Wilbert Vorwerk, Owner.

Susan Pick
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 _____, 2013.

Notary Public, State of Texas

CORALIE KROSCHESKY,
A WIDOW

DEED WITH V/L

WILBERT VORWERK, ET UX

9552

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

*
*
*

KNOW ALL MEN BY THESE PRESENTS:

That I, CORALIE KROSCHESKY, a widow, of Bexar County, Texas, for and in consideration of the sum of SEVENTY THOUSAND EIGHT HUNDRED THIRTY-FOUR AND 50/100 (\$70,834.50) DOLLARS, to me paid and secured to be paid by WILBERT VORWERK and wife, JOYCE VORWERK, as follows:

The sum of SEVENTEEN THOUSAND SEVEN HUNDRED NINE AND 50/100 (\$17,709.50) DOLLARS, cash to me in hand paid by Wilbert Vorwerk and wife, Joyce Vorwerk, the receipt of which is hereby acknowledged and confessed, and by the execution and delivery of their one certain promissory purchase money note of even date herewith, payable to the order of Coralie Kroschewsky, at San Antonio, Texas, in the principal sum of FIFTY-THREE THOUSAND ONE HUNDRED TWENTY-FIVE AND NO/100 (\$53,125.00) DOLLARS, said note bearing interest from date at the rate of six and one-half ($6\frac{1}{2}$) per cent per annum, payable in Ten (10) annual installments of \$5,312.50 each, plus interest, the first of such installments being due and payable on or before January 1, 1970, and a like installment being due and payable on or before the 1st day of each succeeding January thereafter until said note, both principal and interest, has been fully paid, said note containing the usual and customary accelerated maturity and attorney's fees clauses, reciting that it is secured by a Vendor's Lien and additionally secured by a Deed of Trust Lien on the hereinafter described property;

HAVE GRANTED, SOLD AND CONVEYED, and by these presents, DO GRANT, SELL AND CONVEY unto Wilbert Vorwerk and wife, Joyce Vorwerk, of Williamson County, Texas, the following described tract or parcel of land, to-wit:

BEING 157.41 acres of land out of the Wm. J. Baker Survey in Williamson County, Texas, and being a part of that certain 157.95 acre tract conveyed to Gustav A. Kroschewsky by Deed recorded in Volume 163, Page 348, of the Williamson County, Texas Deed Records;

BEGINNING at a concrete monument, in the South line of a County asphalt road, the West line of the said 157.95 acre tract, at a point South 19 degrees East 30.00 feet, from its Northwest corner for the Northwest corner of this;

THENCE North 71 degrees 09' East 1,558.64 feet, with the South line of said County road to a concrete monument in the East line of said 157.95 acre tract, said point being South 19 degrees East 30.00 feet, from its Northeast corner for the Northeast corner of this;

THENCE South 19 degrees 13' East 1,863.74 feet, with the East line of said 157.95 acre tract to an iron pipe for ell corner of this;

THENCE North 70 degrees 52' East 1,005.78 feet, to an iron pipe for ell corner of this;

THENCE South 19 degrees 00' East 2,768.73 feet, with the East line of said 157.95 acre tract to a concrete monument in the North line of a County asphalt road, said point being North 19 degrees West 5.00 feet, from the Southeast corner of said 157.95 acre tract, for the Southeast corner of this;

THENCE South 71 degrees 03' West 1,427.55 feet, with the North line of said County road to a concrete monument in the West line of said 157.95 acre tract, at a point North 19 degrees West 5.00 feet, from its Southwest corner, for the Southwest corner of this;

THENCE North 18 degrees 52' West 2,763.32 feet, with the West line of said 157.95 acre tract to a concrete monument for an ell corner of this;

553

THENCE South 70 degrees 50' West 1,149.80 feet, to an iron pipe for an ell corner of this;
THENCE North 19 degrees 03' West 1,874.85 feet, with the West line of said 157.95 acre tract to the POINT OF BEGINNING.

TO HAVE AND TO HOLD the above described premises, and all improvements thereon, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Wilbert Vorwerk and wife, Joyce Vorwerk, their heirs and assigns, forever, and I do hereby bind myself, my heirs, executors and administrators, TO WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Wilbert Vorwerk and wife, Joyce Vorwerk, their heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

But it is expressly agreed and stipulated that the Vendor's Lien is retained against the above described property, premises and improvements until the indebtedness above mentioned and described, as evidenced by the hereinafore described note, both principal and interest, is fully paid according to its face and tenor, effect and reading, when this deed shall become absolute. But Grantor, her heirs, executors, administrators and assigns, holding said note, shall be obligated and bound to release such lien as to the above tract as follows: After the first annual payment Grantor agrees to release the lien on 35 acres on the North end of said tract and she further agrees to release the lien on 10 acres each year after the annual payment. The acreage to be released will always be the acreage on the North side of the above tract on which she has a lien;

provided that no such payment or partial release shall in any wise, impair or affect the validity, priority or standing of such lien as to the rest of the premises covered by this conveyance, regardless of who may own same or any part thereof or the order of its alienation or acquisition.

WITNESS MY HAND, this the 8th day of April, A.D. 1969.

Coralie Kroschewsky
CORALIE KROSCHESKY

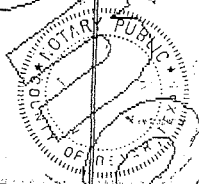
THE STATE OF TEXAS

COUNTY OF Brewer

BEFORE ME, the undersigned authority, on this day personally appeared CORALIE KROSCHESKY, a widow, 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 9th day of

April, A.D. 1969.



Fred M. Willis
Notary Public in and for
Beaver County, Texas

Filed for Record on the 17 day of Apr A.D. 1969, at 8:00 o'clock A.M.
Duly Recorded this the 17 day of Apr A.D. 1969, at 1:45 o'clock P.M.

DICK CERVENKA, County Clerk
Williamson County, Texas

By Claris Biggell Deputy

CLARA WEST STROUT,
A WIDOW

GENERAL WARRANTY DEED

CARL G. SNIDER

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

9553

KNOW ALL MEN BY THESE PRESENTS:

That I, CLARA WEST STROUT, a widow, of Dallas County, Texas, for and in consideration of the sum of TEN AND 40/100 (\$10.00) DOLLARS, and other good and valuable consideration to me in hand paid by CARL G. SNIDER, the receipt of which is hereby acknowledged and confessed;

HAVE GRANTED, SOLD AND CONVEYED, and by these presents, DO GRANT, SELL AND CONVEY unto the said Carl G. Snider, of Williamson County, Texas, all that certain lot or parcel of land in P. Coursey Survey in Williamson County, Texas, being a part of the tract of 95.5 acres described in the Deed to Theodor Strarup of record in Volume 139, Page 403, Deed Records of said County, the lot or parcel hereby conveyed being described by metes and bounds as follows:

BEGINNING in the East line of a tract conveyed to R. M. Strarup by Deed recorded in Volume 349, Page 190, Deed Records of said County, said point being the second Northwest corner of a 93.15 acre tract conveyed by said Johanne Strarup to Gordon G. Willis by Deed dated October 21, 1959, recorded in Volume 434, Page 281, of Deed Records of said County, and said beginning point being located 223 feet from the Southeast corner of said R. M. Strarup tract;

THENCE North 71 degrees East 120 feet to an iron stake for Southeast corner of this tract, said point being an ell corner of said Willis tract;

THENCE North 19 degrees 10' West 140 feet to an iron stake for the Northeast corner of this tract, said point being the most Northerly Northwest corner of said Willis tract;

THENCE South 71 degrees West, with the South line of Old Taylor Coupland Road and the North line of said 95.5 acre tract, 120 feet to a point for the Northwest corner of this tract, said point being the Northeast corner of said R. M. Strarup tract;

THENCE South 19 degrees 10 East, with the East line of said R. M. Strarup tract, 140 feet to the PLACE OF BEGINNING, and containing 0.39 acre of land.

TO HAVE AND TO HOLD the above described premises together with all and singular the rights and appurtenances, thereto in anywise belonging unto the said Carl G. Snider, his heirs and assigns forever; and I do hereby bind myself, my heirs, executors and administrators to WARRANT AND FOREVER

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

CITY OF TAYLOR
RECEIVED

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

MAY 23, 2013

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 **May 23rd and June 13th, 2013**;

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.

Except for the addition of a room to the existing residence and enclosure of the carport, 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 22nd day of MAY, 2013.

Nolin N. Werchan
Owner Signature
Printed Name: NOLIN N. WERCHAN

Shirley A. Werchan
Owner Signature
Printed Name: SHIRLEY A. WERCHAN

Owner Signature
Printed Name: _____

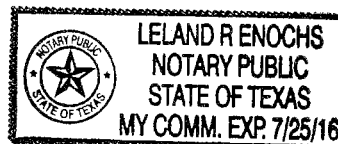
Owner Signature
Printed Name: _____

Owner Signature
Printed Name: _____

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 22nd day of MAY, 2013, by NOLIN N. & SHIRLEY A. WERCHAN, Owner.

Leland R Enochs
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 _____, 2013.

Notary Public, State of Texas

09044883



DEED
4 PGS

2009071310

Warranty Deed with Vendor's Lien

Date: September 24, 2009

Grantor: Lee Ruth Schroeder Krieg, not joined herein by my spouse as the property herein conveyed forms no part of our homestead

Grantor's Mailing Address:

Lee Ruth Schroeder Krieg
4416 10th Street
Lubbock, TX 79416-4800
Lubbock County

Grantee: Nolin N. Werchan and Shirley Ann Werchan, husband and wife

Grantee's Mailing Address:

Nolin N. Werchan and Shirley Ann Werchan
3310 N. Main Street
Taylor, TX 76574
Williamson County

Consideration:

Cash and a note of even date executed by Grantee and payable to the order of Grantor in the principal amount of TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed and by a first-lien deed of trust of even date from Grantee to Lee Ruth Schroeder Krieg, trustee.

Property (including any improvements):

All that certain 15.06 acre tract of land out of the Absolom Jett Survey, Abstract No. 343 in Williamson County, Texas and being more particularly described by metes and bounds in Exhibit A attached hereto and made a part hereof for all purposes

Reservations from Conveyance:

None

Exceptions to Conveyance and Warranty:

Liens described as part of the Consideration and any other liens described in this deed as

being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; and taxes for 2009, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

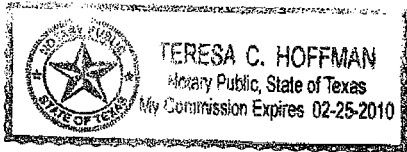
When the context requires, singular nouns and pronouns include the plural.


Lee Ruth Schroeder Krieg

STATE OF TEXAS)

COUNTY OF LUBBOCK)

This instrument was acknowledged before me on September 18, 2009, by Lee Ruth Schroeder Krieg.



Teresa C. Hoffman
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

ENOCHS & MCLEAN
700 N. Main St.
P. O. Box 751
Taylor, TX 76574
Tel: (512) 352-3626
Fax: (512) 365-5556

AFTER RECORDING RETURN TO:

Longhorn Title Company
801 Main Street
Georgetown, TX 78626

FOREST SURVEYING AND MAPPING CO.

1002 Ash St.
Georgetown, Tx. 78626

EXHIBIT A

DESCRIPTION FOR LEE RUTH SCHROEDER KRIEG - NOLIN N. & SHIRLEY ANN WERCHAN

BEING 15.06 acres of the Absolom Jett Survey, Abstract No. 343, in Williamson County, Texas. This tract is the same property (as it exists on the ground) which was called 15.15 acres as described in a Release of Lien to Albert T. and Ruth Schroeder, which is filed of record in Vol. 1218, Pg. 698, Official Records of Williamson County, Texas (ORWCT).. This property is a part of a tract which was conveyed to Albert T. Schroeder as described in Vol. 305, Pg. 119, Deed Records; and is that portion of the Schroeder property which lies on the East side of State Highway 95. This tract was surveyed on the ground in August of 2009, under the supervision of William F. Forest, Jr., Registered Professional Land Surveyor No. 1847. Survey note: The bearing basis for this survey is the State Plane Coordinate System, Grid North, Texas Central Zone.

BEGINNING at an iron pin which was found at the Southeast corner of the Schroeder property as described in Vol. 305, Pg. 119, Deed Records, and at the Southeast corner of the said 15.15 acres, as evidenced on the ground. This corner exists at an ell corner in the West boundary of the 135.28 acre property which is described in a deed to Terrell and Geraldine Timmermann (Doc. 2005042408 ORWCT).

THENCE with the common boundary between Timmerman and Schroeder, S 70°56'29"W 110.12 feet to an iron pin which was set, continuing with the common boundary between Schroeder and the property of HDF Investments, Ltd. (2 ac. Doc. 9876056, called same property as conveyed to Paul Hackmesser as set out in Vol. 401, Pg. 23 Deed Records); S 71°48'45"W 311.38 feet to an iron pin which was set at the East base of a power pole.

THENCE with the East line of State Highway 95, and the West line of the said 15.15 ac. (1218/698), N 27°30'02"W 1307.00 feet to an iron pin which was found at the Northwest corner of the said Schroeder property called 15.15 ac. (1218/698), and at the Southwest property of the property called 75.125 acres as described in a deed to Clarence H. Walther (Doc. 9558337 ORWCT).

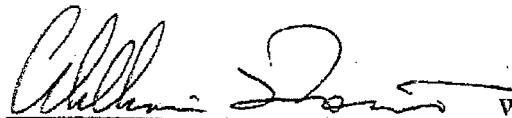
THENCE with the common boundary between the Schroeder and Walther tracts, as evidenced on the ground, N 70°06'56"E 587.41 feet to an iron pin set. This corner stands S 19°03'53"E 2.68 feet from a nail which was found in the South side of a post.

THENCE with the common boundary between Schroeder and the said Timmermann tract (Doc. 2005042408), along or near the general line of an existing fence, S 20°11'56"E 1306.30 feet to the POINT OF BEGINNING.

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

I, WM. F. FOREST, JR., do hereby certify that this survey was made on the ground of the property legally described hereon, under my supervision. This description is true and correct to the best of my knowledge and belief. The attached plat identifies any significant boundary line conflicts, shortages in area, apparent protrusions, intrusions or overlapping of improvements. This property abuts a public roadway, except as shown. Ownership and easement information for this tract has not been researched except as shown on the attached plat.

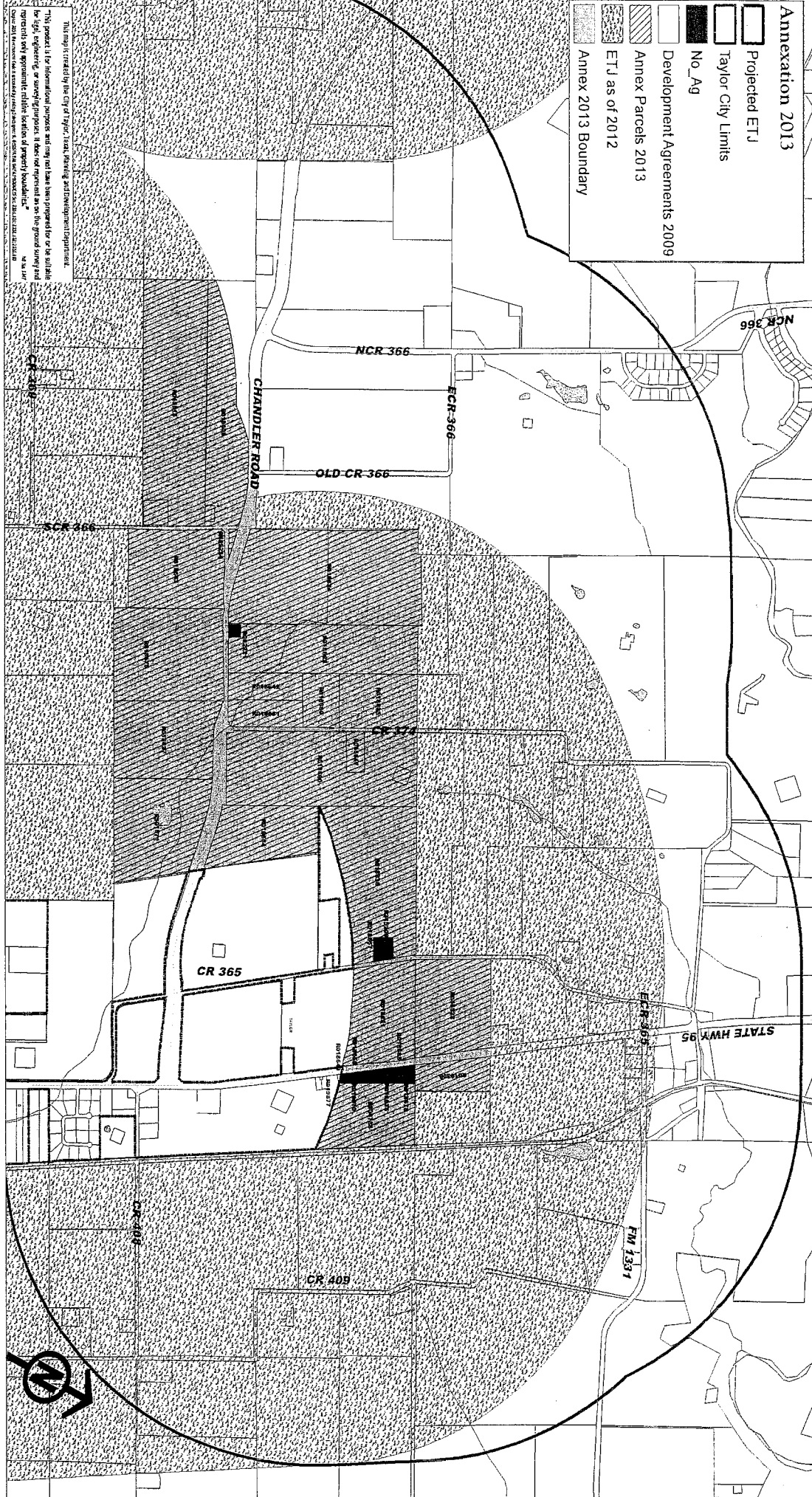
TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Texas, this the 25TH day of August of 2009, A.D. File: Word: schroeder15.doc


WM.F. FOREST JR.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1847

9-1-2009 Name of record owner added per commitment

RETURN TO
Longhorn Title Co., Inc.





Law Offices of
LELAND R. ENOCHS
Attorneys at Law
P. O. Box 751
700 North Main Street
Taylor, TX 76574

LELAND R. ENOCHS
leland@enochslawfirm.com

(512) 352-3626
(512) 365-5556 FAX

DAVID S. OLIVER
david@enochslawfirm.com

May 22, 2013

Jeff Straub
Assistant City Manager
400 Porter Street
Taylor, TX 76574
HAND DELIVERED

Dear Jeff:

As per your letter of April 23, 2013, please find enclosed Development Agreement executed by my clients, Nolin and Shirley Werchan. Also enclosed is a copy of my clients' deed to the subject property, same being recorded at Document #2009071310, Official Public Records, Williamson County, Texas.

Please note that the fourth paragraph on page 2 has been slightly amended to include the provision for the Werchans to add a room and enclose a carport. This language has been submitted to and approved by the City's attorney, Ted W. Hejl.

Once the Development Agreement has been signed by the City Manager, kindly forward a copy to me at the above address.

Sincerely,



Leland R. Enoch

LRE:dm
Encs.

Cc: Mr. and Mrs. Nolin Werchan

Ted W. Hejl

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

CITY OF TAYLOR
RECEIVED

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

MAY 14, 2013

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 **May 23rd and June 13th, 2013**;

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 14 day of May, 2013.

Marvin Graw
Owner Signature
Printed Name: MARVIN GRAW

Jeanette Graw
Owner Signature
Printed Name: JEANETTE GRAW

Darlene Hyzak
Owner Signature
Printed Name: Darlene Hyzak

N/A
Owner Signature
Printed Name: _____

XA
Owner Signature
Printed Name: _____

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }



This instrument was acknowledged before me on the 14th day of May, 2013, by MARVIN GRAW, JEANETTE GRAW, + DARLENE HYZAK, Owners.

Laura Jean Coffey
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 _____, 2013.

Notary Public, State of Texas

Marthias Bachmayer, Jr., Et Ux To: W/D of Gift Darlene J. Hyzak, Et Al

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

#

KNOW ALL MEN BY THESE PRESENTS:

2877

That we, MARTHIAS BACHMAYER, JR., and wife, ALMA BACHMAYER, of Williamson County, Texas, for and in consideration of the sum of TEN DOLLARS (\$10.00) to us this day cash in hand paid by DARLENE J. HYZAK and husband, DANIEL HYZAK, and JEANETTE A. GRAW and husband, MARVIN GRAW, the receipt whereof is hereby acknowledged, and for the further consideration of the natural love and affection we bear toward our daughters, DARLENE J. HYZAK and JEANETTE A. GRAW, and their husbands, and our desire to see them enjoy the fruits of the premises hereinafter conveyed to them during our lifetimes,

HAVE GRANTED, SOLD and CONVEYED and by these presents do GRANT, SELL and CONVEY unto the said DARLENE J. HYZAK and husband, DANIEL HYZAK, of Santa Clara, County, California and JEANETTE A. GRAW and husband, MARVIN GRAW, of Travis County, Texas, share and share alike, all of the following described two certain tracts or parcels of land, lying and being situated in Williamson County, Texas, and being described as FIRST TRACT and SECOND TRACT by metes and bounds as follows, to-wit:

FIRST TRACT: Being forty-two (42) acres, 14.7 acres of the A. Jett Survey, Abstract Number 343, and 27.3 acres of the W. J. Baker Survey, Abstract Number 65, in Williamson County, Texas, part of the tract of 83.27 acres described in a deed to Edmond Komandosky of record in Volume 420, Page 482, Deed Records of Williamson County, Texas;
BEGINNING at the N.W. corner of the 83.27 acre tract, set an iron pin for the N.W. corner of this tract; this point stands North 71 deg. East, 2026 feet and North 19 deg. West, 703 feet from the S.W. corner of the A. Jett Survey;
THENCE North 70 deg. 30 min. East with the North line of the 83.27 acre tract and a South line of the 83.27 acres described in a deed to Mary Ponkoney, a widow, of record in Volume 420, Page 484, Deed Records of Williamson County, Texas, 906.6 feet to a square concrete monument set by the County for a ROW marker on the West line of a County Road, soon to be paved, road to be 60 feet wide;
THENCE South 19 deg. East with the road line, at 711 feet, cross the South line of the Jett Survey and the North line of the Baker Survey, in all, 2018 feet to set an iron pin for the S.E. corner of this;
THENCE South 70 deg. 30 min. West, 906.6 feet to set an iron pin for the S.W. corner of this;
THENCE North 19 deg. West with the turnrow along the West line of the Edmond Komandosky 83.27 acres and the East line of the John Komandosky 83.27 acre tract described in a deed of record in Volume 420, Page 486, Deed Records, at 1818 feet, pass the N.E. corner of the Johns tract, in all, 2018 feet to the point of beginning, as surveyed on the ground by W. F. Forest, Registered Public Surveyor #101, on November 15, 1960, and containing 42 acres of land and being the same property conveyed to Marthias Bachmayer by John J. Komandosky by deed dated November 12th 1963, and recorded in Volume 464, Page 262 of the Deed Records of Williamson County, Texas.

SECOND TRACT: Being out of and a part of the Wm J. Baker 3/4 League Survey in Williamson County, Texas, being also a part of a tract described as containing 90 acres in a deed to W. M. Schroeder from W. F. Neubauer and wife, Margaret Neubauer, dated Dec. 19th 1928 and recorded in Volume 420, Page 90, of the Deed Records of Williamson County, Texas, the tract herein conveyed as SECOND TRACT being more particularly described as follows:

BEGINNING at a stone and a fence post found at the Northeast corner of the said 90 acres described in above-mentioned deed and in the West margin of a public road for the Northeast corner of this;
 THENCE with the East line of said 90 acres and the West margin of said Road, South 26 deg. East, 175.6 feet and South 28 deg. 15' East, 209.4 feet to an iron pipe therein at the Northeast corner of a 2.75 acre tract out of said 90 acres for a corner of this;
 THENCE South 71 deg. West, 351.4 feet with the North line of said 2.75 acres to an iron pipe at its Northwest corner for a corner of this;
 THENCE South 19 deg. East, 318.5 feet with the West line of said 2.75 acres to an iron pipe at its Southwest corner for a corner of this;
 THENCE North 71 deg. East, 403.3 feet with the South line of said 2.75 acres to an iron pipe at its Southeast corner for a corner of this in the West margin of said Road;
 THENCE South 28 deg. 15' East, 590.6 feet with the West margin of said Road and the East line of said 90 acres to a pipe found at its most Easterly Southeast corner and at the Northeast corner of a 10.07 acre tract mentioned in above-mentioned deed for the most Easterly Southeast corner of this;
 THENCE South 71 deg. West, 1134.4 feet with the North line of said 10.07 acres to an axle found at its Northwest corner for a corner of this;
 THENCE South 19 deg. East, 381.5 feet with the West line of said 10.07 acres to a pipe found at its Southwest corner and at the most Southerly Southeast corner of said 90 acres for the most Southerly Southeast corner of this;
 THENCE South 71 deg. West, 1566.5 feet with the South line of said 90 acres to an 8-inch in diameter post at its Southwest corner for the Southwest corner of this;
 THENCE North 19 deg. 15' West, 1664 feet with the West line of said 90 acres to a large iron pin at its Northwest corner for the Northwest corner of this;
 THENCE North 71 deg. East, 2499 feet with the North line of said 90 acres to the place of beginning, containing 87.42 acres of land, as surveyed on the ground by Charles L. Miller, Registered Public Surveyor Number 719, September 28, 1966, and being the same property heretofore conveyed to Marthias Bachmeyer, Jr. by Alvina Schroeder, by deed dated Dec. 14th 1966 and recorded in Volume 492, Page 522 of the Deed Records of Williamson County, Texas.

SUBJECT HOWEVER, to a perpetual easement in favor of Alvina Schroeder, her heirs and assigns, to use water from the well on the above described premises, together with the right of ingress and egress to said well, which said reservation is more fully described in the aforementioned conveyance.

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 DARLENE J. HYZAK and husband, DANIEL HYZAK, and JEANETTE A. GRAW and husband, MARVIN GRAW, 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 DARLENE J. HYZAK and husband, DANIEL HYZAK, and JEANETTE A. GRAW and husband, MARVIN GRAW, their heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

IN TESTIMONY WHEREOF, we witness our hands at Taylor, Texas, on this the
15 day of APRIL, A.D. 1974.

Marthias Bachmayer, Jr.
 Marthias Bachmayer, Jr.

Alma Bachmayer
 Alma Bachmayer

THE STATE OF TEXAS #
 #
 COUNTY OF WILLIAMSON #

BEFORE ME, the undersigned authority, on this day personally appeared
 MARTHIAS BACHMAYER, JR., and wife, ALMA BACHMAYER, both known to me to be the
 persons whose names are subscribed to the foregoing instrument and acknowledged
 to me that they each executed the same for the purposes and consideration
 therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 15 day of APRIL,

A.B. 1974

James B. Bitts, Jr.
 Notary Public in and for
 Williamson County, Texas

THE STATE OF TEXAS }
 County of Williamson }

I, Dick Cervenka, Clerk of the County Court of said County, do hereby certify
 that the foregoing instrument in writing, with its certificate of authentication, was filed for record in my office
 on the 22nd day of July A. D. 19 74, at 8:00 o'clock A. M., and duly recorded this
 the 22nd day of July A. D. 19 74, at 9:55 o'clock A. M., in the
Deed Records of said County, in Vol. 592 pp 420

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

By Kathy Davis Deputy

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

INDEXED

WARRANTY DEED OF GIFT

MARTHA BACHMAYER, JR., ET AL

TO
Jewell Bachmayer

DARLENE J. HYZAK, ET AL

Homestead Farm

FILED FOR RECORD

at _____ O'clock _____ M.

JUL 22 1974

DICK CERVENKA

Clerk County Court Williamson Co., Texas

By _____ Deputy

350

642



City Council Meeting June 26, 2014 Agenda Item Transmittal

Agenda Item #: 4
Agenda Title: Concur with Preliminary Financials as of May 31, 2014.
Council Action to be taken: Approve by Motion
Initiating Department: Finance Department
Staff Contact: Rosemarie Dennis, Finance Director

1. INTRODUCTION/PURPOSE

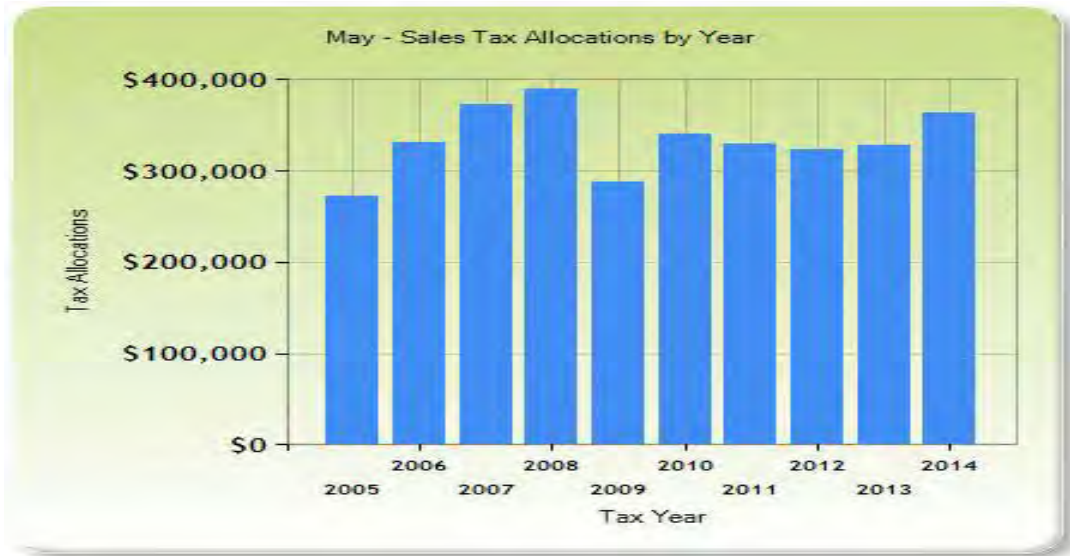
Article 12, Section 12.3 of the City of Taylor's Charter states in part that the City Manager shall prepare and submit to the City Council a written monthly financial report that is in a form satisfactory with the City Council. The referenced report is intended to satisfy the Charter requirement.

2. MONTHLY FINANCIAL REPORT

The reporting period covered is as of May 2014. The following provides a brief overview on the preliminary status and/or activity of the major funds or groups of funds as of May 31, 2014:

General Fund

- ❖ Revenues collected in May totaled \$576,259 in the General Fund. Year to date revenues are at \$7,990,339 down by \$147,094 or 1.8% from this same time last year. Revenues are reported at 67% to total budget. Below summarizes the major General Fund revenue sources and its activity.
- ❖ Current property tax collection for the month of May is reported to be at \$32,214. Year to date reported at \$4,341,641 in collections. From this amount \$86,877 was transferred to the Tax Increment Financing Fund (TIF). Restating the collections to be at \$4,254,764. This represents 95% to total budget for this line item.
- ❖ Delinquent Property Tax with Penalty and Interest are at \$4,984 for May. While year to date stands at \$49,101, a decrease from this same time last year by \$30,396.
- ❖ Total sales tax allocations received in May is reported to be \$363,220. This is from sales receipts for the month of March and first quarter. This reflects an increase from this same time last year by \$35,141 or 10.7%. The chart below represents total sales tax allocations by year for the months of May 2005 through 2014. The City's portion is reported at \$272,415, up by \$26,356 from the prior year. The cumulative year to date is reported at \$1,723,067, up by \$36,040 or 2%. The City portion of sales tax allocation represents 75% of total collection and the 25% goes to TEDC. May's portion to TEDC is \$90,805, year to date total is \$586,369.



- ❖ Franchise Tax collected year to date:
 - Telephone- \$ 58,430
 - Atmos Gas- \$ 86,322
 - Mix Drinks \$ 4,357*
 - Electric \$241,166*
 - Cable \$ 55,054*
 - Solid Waste \$ 86,765
 - Peg Fees \$ 14,265

(* Indicates that collections remain unchanged from the last reporting period)

- ❖ Permits and Licenses are reported to be at \$18,034 for the month of May. Year to date at \$93,393 up by \$27,525 or 41.8% when compared to this same time last year. Increases are seen in building permits, electrical, plumbing, mechanical permits and beer/wine sales licenses. This category is at 84% to total budget.
- ❖ Charges for services for the month of May are reported at \$126,122 with year to date at \$839,108. This is a slight increase of \$1,878 over prior year. This category is at 55% to total budget.
- ❖ Collections in municipal court fines and fees for the month are reported to be at \$26,796 with year to date being at \$222,856. This is up by \$25,616 or 13% from this same time last year. Library fines are included in the category, year to date collected \$3,380 in fines.
- ❖ Transfers year to date are reported at \$97,500. This remains unchanged from the last reporting period.
- ❖ All other miscellaneous revenue year to date totaled \$127,425.
- ❖ Expenditures for the month of May are reported to be at \$1,022,815. Year to date at \$7,969,608 which represents 67% of the total budget for the General Fund. This is an increase from prior year by \$512,734 or 6.9%. Attachment B on page 1, this will show the year to date expenditures for each department along with the percentage to total budget. The General Fund expenditures are operating at an acceptable level.
- ❖ The General Fund reflects revenues over expenditures by \$20,731.

GENERAL FUND (Oct-May)

\$10,000,000

\$7,500,000

\$5,000,000

\$2,500,000

\$0

FY2013-14

FY2012-13

Revenues

Expenditures

Special Revenue Funds

- ❖ Tax Increment Fund received the city's portion of property tax in the amount of \$86,877 and the County's portion of \$52,200. Total revenue is reported at \$139,194 which is 131% to total budget. Property values for the TIF district was higher than projected. This accounts for the increase in allocation of funds. Expenditures are at \$15,000; this expense is a transfer to the Main Street for a façade grants. Revenues over expenditures are reported at \$124,194.
- ❖ Hotel/Motel Fund-Revenues- Year to date revenues from hotel occupancy tax collected is \$40,562 which is 66% to total budget for this fund. Total expenditures are reported at \$35,077 from this amount \$25,758 represents the payments to the Chamber. The Chambers May payment was not issued until June and not reflected in May's financial. \$2,170 was used for advertisement and a transfer to the Main Street Fund in the amount of \$2,500.
- ❖ Texas Capital Fund- This is a pass through fund account. TCAT pays the City and the City in turn pays the State.
- ❖ Main Street Fund- Revenues are reported at \$38,210 year to date and represents 57% of total budget for this fund. Year to date donation collected for the Zest Fest is \$9,755. This will help off-set any expenditures that may be associated with the Zest Fest. Sales and other fundraising activities are reported to be at \$1,855. Transfers from other funds to the Main Street totaled \$24,800. Total expenditures are reported at \$37,775, this represents 57% of total budget for this fund. Year to date expenditures for rental assistance to local businesses are at \$31,213 and Zest Fest at \$6,562. Revenues are over expenditures by \$435.
- ❖ Municipal Court Security/Technology- Shows revenues over expenditures by \$7,669. Revenues year to date generated for building security is \$4,044 and technology at \$5,333. Reporting a total of \$9,377 in revenue for this fund. Expenditures remain unchanged from the last reporting period which is at \$1,708.
- ❖ Library Grant/Donations- Revenues are reported to be at \$520. No changes in expenditures from the last reporting period and remains at \$2,886.

Roadway Impact Fund

- ❖ Revenues year to date are reported at \$7,763 which is 86% to total budget. Year to date expenditures are reported to be at \$48,254. The expenditures associated with the water

and wastewater impact study performed by Rimrock Consulting is \$8,190 and \$40,064 resulted in the final payment on a 380 Economic Development Agreement.

Municipal Drainage Utility Fund (MDUS)

- ❖ The MDUS Fund shows revenues year to date to be at \$174,862 slightly down by \$269 when compared to prior year. Expenditures are reported at \$157,423. The expenditures account for the quarterly transfers to the General Fund in the amount of \$90,000, debt payment transfers of \$66,713, \$251 in write-offs for accounts sent to collections due to non-payment and advertisement cost of \$101 and bank fees of \$358 which are associated with the bond issuance in 2012. Expenditures over revenues are at \$17,439. The modified accrual method is use for this fund when reporting revenues, just as the utility fund billing is just over one month in arrears.

Utility Fund

- ❖ The Utility Fund operating revenues totaled \$569,429 for the month of May with year to date revenues at \$3,532,589. This is a decrease from prior year by \$131,471 or 3.6%. Water sales have decreased when compared to this same time last year. The total water sales year to date came in at \$1,841,834 down by \$79,062 or 4.1% from prior year. Wholesale water is reported to be at \$133,070 which is also down by \$20,612 or 13.4%. As explained in pervious reporting periods, this decrease in wholesale water is due to no water taken by Hutto for just over two months (Oct-Nov 2013). Sewer is reported to be at \$1,321,289, slightly down by \$3,447 or less than 1%. All other charges for services which include late fees, connection fees, transfer fees, administration fees and credit card fees are reported at \$217,951, also slightly down by \$5,895 or 2.8%. All other miscellaneous revenue came in at \$45,447, an increase from the prior year by \$6,366 or 16.3%.
- ❖ Total year to date expenditures are reported at \$3,533,397 which is at 49% of total budget for this fund. Expenditures are up by \$37,489 when compared to prior year. All departments are operating within acceptable levels.
- ❖ The Utility Fund shows expenditures over revenues in the amount of \$808 and remains flat. This fund is functioning slightly below normal levels in terms of revenues. This is due to the lack of water sales. Staff will continue to monitor this fund closely.

UTILITY FUND (Oct-May)



Utility Impact Fund

- ❖ Revenues year to date are reported to be at \$14,538. Year to date expenditures are reported at \$104,189. The expenditures are related to capital improvements of water and wastewater lines to new development in Taylor and a final payment on a 380 Economic Development Agreement.

Airport Fund

- ❖ The Airport Fund operating revenues for May are reported to be at \$54,027. However, year to date revenues are at \$303,985. This is down from prior year by \$8,302 or 2.6%. As noted in previous reports, this decrease is due to the tank that stores the Jet A gas being off line for almost two months to be cleaned and tested. The total fuel sales are reported at \$196,441 down by \$8,432 or 4.1% when compared to this same time last year. Year to date, hanger rental is reported at \$102,339 slightly down by \$2,821 or 2.7% from this same time last year. Revenues are recorded to be at 64% of total budget for this fund.
- ❖ Operating expenditures in May are reported to be at \$53,875; however year to date expenditures are at \$283,753 up by \$20,926 or 8% when compared to last year. Year to date expenditures for fuel is reported to be at \$190,522, up by \$18,160 or 10.5%. Overall, the Airport Fund reflects revenues over expenditures by \$20,232. The Airport Fund will assume its first payment in July on the \$63,500 loan from the General Fund. This appears on the balance sheet and was approved by City Council for a city match for a TxDot grant.

AIRPORT FUND (Oct-May)

\$375,000
\$300,000
\$225,000
\$150,000
\$75,000
\$0

FY2013-14

FY2012-13

Revenues

Expenditures

Cemetery Operating Fund

- ❖ The Cemetery Operating Funds shows expenditures over revenues by \$12,831. Total revenues are reported at \$89,998, which is 58% to total budget. From this amount, \$16,960 was generated in May. Grave digging services came in at \$50,250 which is up by \$6,250 or 14.2% when compared to prior year. Cemetery lot sales are reported at \$24,570, this is down by \$6,470 from last year. Total revenue from all categories is down by \$12,722 or 12.4%. Total expenditures are at \$102,829 which is down by \$14,188 or 12.1% from the prior year. The Cemetery Fund is operating slightly below normal levels and will be monitored.

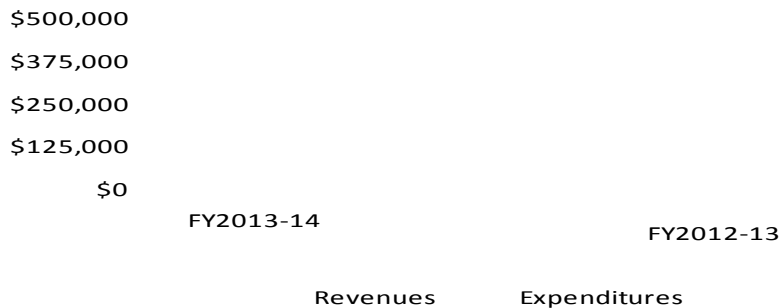
**CEMETERY OPERATING FUND
(Oct-May)**



Fleet Services Operating Fund

- ❖ The Fleet Service Operating Fund reflects revenues over expenditures by \$6,852. This is an internal fund; different departments from various funds are charged a rental fee which is transferred to this fund to off- set the expenses for repairs and maintenance to the City's vehicles and equipment. Repairs and maintenance cost are slightly down when compared to this same time last year by \$3,461 or less than 1%.

**FLEET OPERATING SERVICES FUND
(Oct-May)**



Fleet Replacement Fund

- ❖ The Fleet Replacement Fund is performing as anticipated and revenues over expenditures by \$9,408. Revenues are reported to be at \$118,210, this comprise of transfers from the General Funds in the form of fees and the proceeds from an auction sale. Capital lease payments year to date are reported at \$108,802, which accounts for the expenditures in this fund. This fund is performing as anticipated.

3. REFERENCE FILES

[Preliminary Financials as of May, 2014:](#)

- **Attachment A:** Preliminary summaries of the total amounts of revenue and expenditures as of May 31, 2014.
- **Attachment B:** Preliminary financials summaries of each on the operating funds and the special revenue funds. This shows annual budgeted amounts and the year-to-date figures for each fund by the major revenue and expenditures categories.
- **Attachment C:** Checks issued during the month of May.
- **Attachment D:** Balance sheets for each of the operating funds.
- **Attachment E:** Sales Tax Tracking Report.
- **Attachment F:** Current investments year to date.

Monthly Finance Report for Month of:

MAY

05/31/14

Attachment A

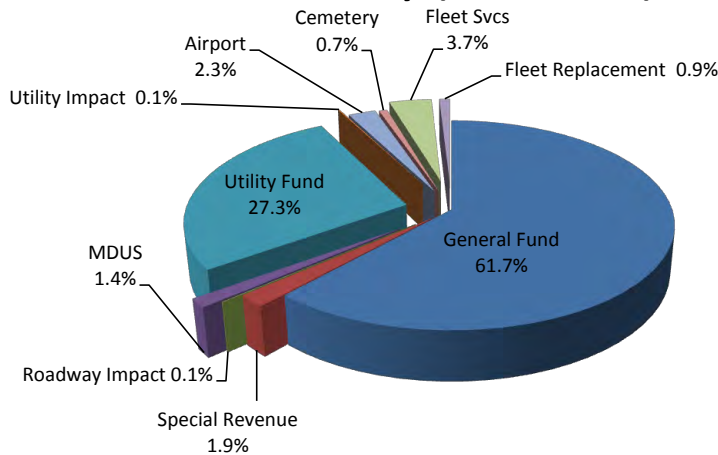
Financial Summary

Attachment A

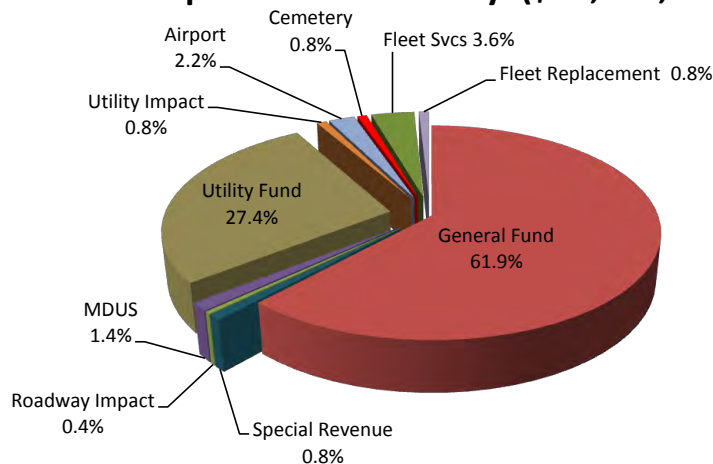
Summary Revenue/Expenditures Preliminary Year-to-Date as of May 30, 2014

Operating Funds	Revenue		% Y-T-D	Expenditures		% Y-T-D	Difference
	Adopted Budget	Actual Y-T-D		Budget	Actual Y-T-D		
General Fund	\$ 11,911,655	\$ 7,990,339	67%	\$ 11,911,655	\$ 7,969,608	67%	\$ 20,731
Special Revenue							
- Tax Increment Fund (TIF)	\$ 106,260	\$ 139,194	130.99%	\$ 30,000	\$ 15,000	50%	\$ 124,194
- Hotel/Motel Tax	\$ 61,200	\$ 40,562	66%	\$ 55,900	\$ 35,077	63%	\$ 5,485
- Texas Capital Fund	\$ 25,023	\$ 16,682	67%	\$ 25,023	\$ 16,682	67%	\$ -
- Main St. Revenue	\$ 66,700	\$ 38,210	57%	\$ 66,023	\$ 37,775	57%	\$ 435
- Municipal Court Sec/Tech	\$ 17,000	\$ 9,377	55%	\$ 6,000	\$ 1,708	28%	\$ 7,669
- Library Grants/Donations	\$ 300	\$ 520	173%	\$ 6,000	\$ 2,886	48%	\$ (2,366)
Subtotal	\$ 276,483	\$ 244,545	88%	\$ 188,946	\$ 109,128	58%	\$ 135,417
Roadway Impact Fund	\$ 9,000	\$ 7,763	86%	-	48,254	0%	\$ (40,491)
Municipal Utility Drainage Fund	332,000	\$ 174,862	53%	314,275	157,423	50%	\$ 17,439
Utility Fund	\$ 7,201,810	\$ 3,532,589	49%	\$ 7,201,810	\$ 3,533,397	49%	\$ (808)
Utility Impact Fund	\$ 21,000	\$ 14,538	69%	-	104,189	0%	\$ (89,651)
Airport Fund	\$ 472,187	\$ 303,985	64%	\$ 472,187	\$ 283,753	60%	\$ 20,232
Cemetery Op. Fund	\$ 154,350	\$ 89,998	58%	\$ 181,944	\$ 102,829	57%	\$ (12,831)
Fleet Service Operating Fund	\$ 683,329	\$ 474,754	69%	\$ 685,998	\$ 467,902	68%	\$ 6,852
Fleet Replacement Fund	\$ 171,485	\$ 118,210	69%	\$ 171,485	108,802	63%	\$ 9,408
Total	\$ 21,233,299	\$ 12,951,583	61%	\$ 21,128,300	\$ 12,885,285	61%	\$ 66,298

Revenue Summary (\$12,951,583)



Expenditure Summary (\$12,885,285)



Attachment B

Financial Summaries by Fund

General Fund

Special Revenue Funds

Tax Increment Fund (TIF)
Hotel Motel Tax
Texas Capital Fund
Main Street Revenue Fund
Municipal Court Fees Fund
Library Grant/Donations

Roadway Impact Fund

Municipal Utility Drainage Fund

Utility Fund

Utility Impact Fund

Airport Fund

Cemetery Operating Fund

Fleet Services Operating Fund

Fleet Replacement Fund

FINANCIAL STATEMENT

AS OF: MAY 31ST, 2014

100-GENERAL FUND
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY							
310-TAXES		8,294,255.00	401,415.42	6,610,056.45	79.69	0.00	1,684,198.55
320-PERMITS AND LICENSES		111,100.00	18,034.19	93,393.07	84.06	0.00	17,706.93
330-INTERGOVERNMENTAL REV		42,000.00	254.80	45,320.42	107.91	0.00	(3,320.42)
340-CHARGES FOR SERVICES		1,536,900.00	126,122.01	839,108.15	54.60	0.00	697,791.85
410-FINES AND FORFEITURES		321,200.00	26,795.80	222,855.87	69.38	0.00	98,344.13
420-ASSESSMENTS		13,500.00	1,114.32	30,988.53	229.54	0.00	(17,488.53)
430-USE OF MONEY AND PROP		135,000.00	2,416.74	44,645.65	33.07	0.00	90,354.35
440-DONATIONS FROM PRIVAT		12,700.00	106.00	5,857.00	46.12	0.00	6,843.00
450-INTERFUND OPERATING T		1,445,000.00	0.00	97,500.00	6.75	0.00	1,347,500.00
460-PROCEEDS GEN FIXED AS		0.00	0.00	613.50	0.00	0.00	(613.50)
470-PROCEEDS GEN LONG TER		0.00	0.00	0.00	0.00	0.00	0.00
*** TOTAL REVENUES ***		11,911,655.00	576,259.28	7,990,338.64	67.08	0.00	3,921,316.36
		=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY							
500-CITY COUNCIL		214,254.00	16,919.71	131,391.38	61.33	0.00	82,862.62
501-CITY MANAGEMENT		521,183.00	28,663.49	396,966.15	76.17	0.00	124,216.85
503-PUBLIC INFORMATION		117,919.00	7,774.20	83,479.75	70.79	0.00	34,439.25
504-HUMAN RESOURCES		182,320.00	11,660.86	124,962.43	68.78	445.00	56,912.57
512-FINANCIAL SERVICES		601,211.00	21,740.59	303,051.64	50.41	0.00	298,159.36
516-MUNICIPAL COURT		288,228.00	23,960.85	192,028.70	66.94	897.70	95,301.60
522-PLANNING & DEVELOP		559,570.00	50,894.38	384,160.60	68.65	0.00	175,409.40
524-MAIN STREET PROGRAM		59,697.00	4,059.40	45,677.22	76.52	0.00	14,019.78
527-C D - MOODY MUSEUM		5,861.00	726.09	5,221.21	89.08	0.00	639.79
532-PUBLIC LIBRARY		428,747.00	34,477.96	283,644.91	67.25	4,696.34	140,405.75
542-FIRE SUPPRESSION/EMER		2,023,928.00	162,149.30	1,360,186.64	67.32	2,345.22	661,396.14
552-POLICE FIELD SERVICES		2,719,810.00	200,616.08	1,792,109.68	66.57	18,500.00	909,200.32
558-ANIMAL CONTROL SECTIO		125,063.00	8,511.91	72,928.35	58.31	0.00	52,134.65
561-PUBLIC WORKS ADMINIST		0.00	0.00	0.00	0.00	0.00	0.00
563-STREET & GROUND MAIN		1,231,901.00	100,387.35	755,383.46	61.42	1,234.84	475,282.70
565-PARKS & RECREATION		711,566.00	74,251.97	428,435.59	61.50	9,189.89	273,940.52
566-INTERNAL SVCS/BLDG		397,135.00	34,135.52	275,724.49	71.04	6,415.00	114,995.51
573-ENGINEERING & INSPECT		217,905.00	6,987.68	93,202.87	42.77	0.00	124,702.13
575-INTERNAL SVC/IT DEPT		101,872.00	6,385.67	73,929.13	72.57	0.00	27,942.87
592-NON-DEPARTMENTAL		1,403,485.00	228,511.83	1,167,124.22	83.16	0.00	236,360.78
*** TOTAL EXPENDITURES ***		11,911,655.00	1,022,814.84	7,969,608.42	67.27	43,723.99	3,898,322.59
		=====	=====	=====	=====	=====	=====
*** TOTAL PROFIT / (LOSS) ***		0.00	(446,555.56)	20,730.22	0.00	(43,723.99)	22,993.77
		=====	=====	=====	=====	=====	=====

C I T Y O F T A Y L O R
FINANCIAL STATEMENT
AS OF: MAY 31ST, 2014

119-TIF (TAX INCREMENT FUND)
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY							
310-TAXES		66,065.00	0.00	86,877.42	131.50	0.00	(20,812.42)
330-INTERGOVERNMENTAL REV		39,695.00	52,200.44	52,200.44	131.50	0.00	(12,505.44)
430-USE OF MONEY AND PROP		500.00	12.09	116.26	23.25	0.00	383.74
*** TOTAL REVENUES ***		106,260.00	52,212.53	139,194.12	130.99	0.00	(32,934.12)
		=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY							
500-CONTRACT SERVICES		30,000.00	0.00	15,000.00	50.00	0.00	15,000.00
*** TOTAL EXPENDITURES ***		30,000.00	0.00	15,000.00	50.00	0.00	15,000.00
		=====	=====	=====	=====	=====	=====
*** TOTAL PROFIT / (LOSS) ***		76,260.00	52,212.53	124,194.12	162.86	0.00	(47,934.12)
		=====	=====	=====	=====	=====	=====

C I T Y O F T A Y L O R
FINANCIAL STATEMENT
AS OF: MAY 31ST, 2014

120-HOTEL/MOTEL FUND
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY							
310-TAXES		61,200.00	6,217.69	40,561.84	66.28	0.00	20,638.16
420-ASSESSMENTS		0.00	0.00	0.00	0.00	0.00	0.00
430-USE OF MONEY AND PROP		0.00	0.00	0.00	0.00	0.00	0.00
*** TOTAL REVENUES ***		61,200.00	6,217.69	40,561.84	66.28	0.00	20,638.16
		=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY							
612-HOTEL/MOTEL TAX		55,900.00	0.00	35,077.10	62.75	0.00	20,822.90
*** TOTAL EXPENDITURES ***		55,900.00	0.00	35,077.10	62.75	0.00	20,822.90
		=====	=====	=====	=====	=====	=====
*** TOTAL PROFIT / (LOSS) ***		5,300.00	6,217.69	5,484.74	103.49	0.00	(184.74)
		=====	=====	=====	=====	=====	=====

FINANCIAL STATEMENT

AS OF: MAY 31ST, 2014

121-TEXAS CAPITAL FUND
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY							
330-	INTERGOVERNMENTAL REV	0.00	0.00	0.00	0.00	0.00	0.00
430-	USE OF MONEY AND PROP	25,023.00	2,085.25	16,682.00	66.67	0.00	8,341.00
***	TOTAL REVENUES ***	25,023.00	2,085.25	16,682.00	66.67	0.00	8,341.00
		=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY							
610-	LEASE PAYMENT T J C	25,023.00	2,085.25	16,682.00	66.67	0.00	8,341.00
***	TOTAL EXPENDITURES ***	25,023.00	2,085.25	16,682.00	66.67	0.00	8,341.00
		=====	=====	=====	=====	=====	=====
***	TOTAL PROFIT / (LOSS) ***	0.00	0.00	0.00	0.00	0.00	0.00
		=====	=====	=====	=====	=====	=====

C I T Y O F T A Y L O R
FINANCIAL STATEMENT
AS OF: MAY 31ST, 2014

123-MAIN STREET REVENUE FUND
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY							
330-	INTERGOVERNMENTAL REV	0.00	0.00	0.00	0.00	0.00	0.00
430-	USE OF MONEY AND PROP	0.00	0.00	1,800.00	0.00	0.00	(1,800.00)
440-	DONATIONS FROM PRIVAT	17,100.00	1,100.00	11,609.93	67.89	0.00	5,490.07
450-	INTERFUND OPERATING T	49,600.00	0.00	24,800.00	50.00	0.00	24,800.00
***	TOTAL REVENUES ***	66,700.00	1,100.00	38,209.93	57.29	0.00	28,490.07
		=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY							
615-	CONTRIBUTE TO CIVIC P	66,023.00	5,440.92	37,774.92	57.21	0.00	28,248.08
***	TOTAL EXPENDITURES ***	66,023.00	5,440.92	37,774.92	57.21	0.00	28,248.08
		=====	=====	=====	=====	=====	=====
***	TOTAL PROFIT / (LOSS) ***	677.00	(4,340.92)	435.01	64.26	0.00	241.99
		=====	=====	=====	=====	=====	=====

125-MUNICIPAL CRT SPECIAL FEE

FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY							
410-FINES AND FORFEITURES		17,000.00	994.69	9,377.05	55.16	0.00	7,622.95
430-USE OF MONEY AND PROP		0.00	0.00	0.00	0.00	0.00	0.00
*** TOTAL REVENUES ***		17,000.00	994.69	9,377.05	55.16	0.00	7,622.95
		=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY							
625-MUNICIPAL COURT BLDG		5,260.00	0.00	397.81	7.56	0.00	4,862.19
626-MUNICIPAL COURT TECHN		740.00	0.00	1,309.88	177.01	0.00	(569.88)
*** TOTAL EXPENDITURES ***		6,000.00	0.00	1,707.69	28.46	0.00	4,292.31
		=====	=====	=====	=====	=====	=====
*** TOTAL PROFIT / (LOSS) ***		11,000.00	994.69	7,669.36	69.72	0.00	3,330.64
		=====	=====	=====	=====	=====	=====

C I T Y O F T A Y L O R
FINANCIAL STATEMENT
AS OF: MAY 31ST, 2014

129-LIBRARY GRANT/DONATION
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY							
330-	INTERGOVERNMENTAL REV	0.00	0.00	0.00	0.00	0.00	0.00
430-	USE OF MONEY AND PROP	300.00	18.16	80.27	26.76	0.00	219.73
440-	DONATIONS FROM PRIVAT	0.00	0.00	440.00	0.00	0.00	(440.00)
***	TOTAL REVENUES ***	300.00	18.16	520.27	173.42	0.00	(220.27)
		=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY							
624-	LIBRARY	6,000.00	1.07	2,886.17	120.70	4,356.05	(1,242.22)
***	TOTAL EXPENDITURES ***	6,000.00	1.07	2,886.17	120.70	4,356.05	(1,242.22)
		=====	=====	=====	=====	=====	=====
***	TOTAL PROFIT / (LOSS) ***	(5,700.00)	17.09	(2,365.90)	117.93	(4,356.05)	1,021.95
		=====	=====	=====	=====	=====	=====

FINANCIAL STATEMENT

AS OF: MAY 31ST, 2014

200-ROADWAY IMPACT FEE FUND
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY							
420-	ASSESSMENTS	9,000.00	960.32	7,762.90	86.25	0.00	1,237.10
***	TOTAL REVENUES ***	9,000.00	960.32	7,762.90	86.25	0.00	1,237.10
		=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY							
631-	ROADWAY IMPACT FEE	0.00	40,063.80	48,254.15	0.00	0.00	(48,254.15)
***	TOTAL EXPENDITURES ***	0.00	40,063.80	48,254.15	0.00	0.00	(48,254.15)
		=====	=====	=====	=====	=====	=====
***	TOTAL PROFIT / (LOSS) ***	9,000.00	(39,103.48)	(40,491.25)	449.90-	0.00	49,491.25
		=====	=====	=====	=====	=====	=====

C I T Y O F T A Y L O R
FINANCIAL STATEMENT
AS OF: MAY 31ST, 2014

300-MUNICIPAL DRAINAGE UTILIT
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY							
330-	INTERGOVERNMENTAL REV	0.00	0.00	0.00	0.00	0.00	0.00
340-	CHARGES FOR SERVICES	332,000.00	27,113.45	174,862.43	52.67	0.00	157,137.57
430-	USE OF MONEY AND PROP	0.00	0.00	0.00	0.00	0.00	0.00
460-	PROCEEDS GEN FIXED AS	0.00	0.00	0.00	0.00	0.00	0.00
470-	PROCEEDS GEN LONG TER	0.00	0.00	0.00	0.00	0.00	0.00
***	TOTAL REVENUES ***	332,000.00	27,113.45	174,862.43	52.67	0.00	157,137.57
		=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY							
750-	MUNICIPAL DRAINAGE	314,275.00	1.66	157,422.92	50.09	0.00	156,852.08
***	TOTAL EXPENDITURES ***	314,275.00	1.66	157,422.92	50.09	0.00	156,852.08
		=====	=====	=====	=====	=====	=====
***	TOTAL PROFIT / (LOSS) ***	17,725.00	27,111.79	17,439.51	98.39	0.00	285.49
		=====	=====	=====	=====	=====	=====

FINANCIAL STATEMENT

AS OF: MAY 31ST, 2014

340-PUBLIC UTILITIES FUND
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY							
330-INTERGOVERNMENTAL REV		0.00	0.00	0.00	0.00	0.00	0.00
340-CHARGES FOR SERVICES		7,141,310.00	567,109.45	3,487,142.84	48.83	0.00	3,654,167.16
420-ASSESSMENTS		16,000.00	454.00	8,787.16	54.92	0.00	7,212.84
430-USE OF MONEY AND PROP		43,000.00	1,736.13	35,819.40	83.30	0.00	7,180.60
450-INTERFUND OPERATING T		0.00	0.00	0.00	0.00	0.00	0.00
460-PROCEEDS GEN FIXED AS		1,500.00	129.00	840.00	56.00	0.00	660.00
470-PROCEEDS GEN LONG TER		0.00	0.00	0.00	0.00	0.00	0.00
*** TOTAL REVENUES ***		7,201,810.00	569,428.58	3,532,589.40	49.05	0.00	3,669,220.60
		=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY							
701-UTILITIES ADMINISTRAT		403,541.00	29,963.29	276,311.25	68.47	0.00	127,229.75
706-WASTEWATER TREATMENT		550,334.00	46,769.24	346,232.78	63.52	3,312.87	200,788.35
708-UTILITY DISTRIBUTION/		1,338,135.00	91,561.42	825,471.36	63.11	19,057.85	493,605.79
709-UTILITIES NON-DEPARTM		4,909,800.00	108,966.90	2,085,381.98	42.47	0.00	2,824,418.02
*** TOTAL EXPENDITURES ***		7,201,810.00	277,260.85	3,533,397.37	49.37	22,370.72	3,646,041.91
		=====	=====	=====	=====	=====	=====
*** TOTAL PROFIT / (LOSS) ***		0.00	292,167.73	(807.97)	0.00	(22,370.72)	23,178.69
		=====	=====	=====	=====	=====	=====

C I T Y O F T A Y L O R
FINANCIAL STATEMENT
AS OF: MAY 31ST, 2014

345-UTILITY IMPACT FEE FUND
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY							
340-	CHARGES FOR SERVICES	21,000.00	2,390.00	14,537.50	69.23	0.00	6,462.50
***	TOTAL REVENUES ***	21,000.00	2,390.00	14,537.50	69.23	0.00	6,462.50
		=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY							
592-	NON-DEPARTMENTAL	0.00	17,170.20	104,188.68	0.00	0.00	(104,188.68)
***	TOTAL EXPENDITURES ***	0.00	17,170.20	104,188.68	0.00	0.00	(104,188.68)
		=====	=====	=====	=====	=====	=====
***	TOTAL PROFIT / (LOSS) ***	21,000.00	(14,780.20)	(89,651.18)	426.91-	0.00	110,651.18
		=====	=====	=====	=====	=====	=====

C I T Y O F T A Y L O R
FINANCIAL STATEMENT
AS OF: MAY 31ST, 2014

350-AIRPORT FUND
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY							
330-	INTERGOVERNMENTAL REV	0.00	0.00	0.00	0.00	0.00	0.00
340-	CHARGES FOR SERVICES	472,187.00	54,026.69	303,429.24	64.26	0.00	168,757.76
420-	ASSESSMENTS	0.00	0.00	495.00	0.00	0.00	(495.00)
430-	USE OF MONEY AND PROP	0.00	0.00	60.44	0.00	0.00	(60.44)
440-	DONATIONS FROM PRIVAT	0.00	0.00	0.00	0.00	0.00	0.00
450-	INTERFUND OPERATING T	0.00	0.00	0.00	0.00	0.00	0.00
***	TOTAL REVENUES ***	472,187.00	54,026.69	303,984.68	64.38	0.00	168,202.32
		=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY							
732-	AIRPORT OPERATIONS DE	472,187.00	53,874.89	283,752.93	60.09	0.00	188,434.07
***	TOTAL EXPENDITURES ***	472,187.00	53,874.89	283,752.93	60.09	0.00	188,434.07
		=====	=====	=====	=====	=====	=====
***	TOTAL PROFIT / (LOSS) ***	0.00	151.80	20,231.75	0.00	0.00	(20,231.75)
		=====	=====	=====	=====	=====	=====

C I T Y O F T A Y L O R
FINANCIAL STATEMENT
AS OF: MAY 31ST, 2014

370-CEMETERY OPERATING FUND
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY							
340-	CHARGES FOR SERVICES	82,750.00	7,840.00	52,495.00	63.44	0.00	30,255.00
430-	USE OF MONEY AND PROP	2,500.00	300.00	1,854.51	74.18	0.00	645.49
440-	DONATIONS FROM PRIVAT	0.00	0.00	1,018.40	0.00	0.00	(1,018.40)
450-	INTERFUND OPERATING T	24,000.00	0.00	10,060.31	41.92	0.00	13,939.69
460-	PROCEEDS GEN FIXED AS	45,100.00	8,820.00	24,570.00	54.48	0.00	20,530.00
***	TOTAL REVENUES ***	154,350.00	16,960.00	89,998.22	58.31	0.00	64,351.78
		=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY							
761-	CEMETERY OPERATING DE	181,944.00	16,158.54	102,829.40	56.80	522.00	78,592.60
***	TOTAL EXPENDITURES ***	181,944.00	16,158.54	102,829.40	56.80	522.00	78,592.60
		=====	=====	=====	=====	=====	=====
***	TOTAL PROFIT / (LOSS) ***	(27,594.00)	801.46	(12,831.18)	48.39	(522.00)	(14,240.82)
		=====	=====	=====	=====	=====	=====

C I T Y O F T A Y L O R
FINANCIAL STATEMENT
AS OF: MAY 31ST, 2014

382-FLEET SERVICES OPERATING
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY							
340-	CHARGES FOR SERVICES	683,329.00	57,105.00	456,840.00	66.86	0.00	226,489.00
420-	ASSESSMENTS	0.00	9,024.03	17,914.35	0.00	0.00	(17,914.35)
430-	USE OF MONEY AND PROP	0.00	0.00	0.00	0.00	0.00	0.00
450-	INTERFUND OPERATING T	0.00	0.00	0.00	0.00	0.00	0.00
470-	PROCEEDS GEN LONG TER	0.00	0.00	0.00	0.00	0.00	0.00
***	TOTAL REVENUES ***	683,329.00	66,129.03	474,754.35	69.48	0.00	208,574.65
		=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY							
517-	FLEET SERVICES	685,998.00	72,353.51	467,901.96	71.67	23,720.89	194,375.15
***	TOTAL EXPENDITURES ***	685,998.00	72,353.51	467,901.96	71.67	23,720.89	194,375.15
		=====	=====	=====	=====	=====	=====
***	TOTAL PROFIT / (LOSS) ***	(2,669.00)	(6,224.48)	6,852.39	632.02	(23,720.89)	14,199.50
		=====	=====	=====	=====	=====	=====

C I T Y O F T A Y L O R
FINANCIAL STATEMENT
AS OF: MAY 31ST, 2014

384-FLEET REPLACEMENT FUND
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY							
340-	CHARGES FOR SERVICES	171,485.00	0.00	85,742.50	50.00	0.00	85,742.50
420-	ASSESSMENTS	0.00	0.00	0.00	0.00	0.00	0.00
430-	USE OF MONEY AND PROP	0.00	0.00	0.00	0.00	0.00	0.00
450-	INTERFUND OPERATING T	0.00	0.00	0.00	0.00	0.00	0.00
460-	PROCEEDS GEN FIXED AS	0.00	0.00	32,467.50	0.00	0.00	(32,467.50)
470-	PROCEEDS GEN LONG TER	0.00	0.00	0.00	0.00	0.00	0.00
***	TOTAL REVENUES ***	171,485.00	0.00	118,210.00	68.93	0.00	53,275.00
		=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY							
518-	EQUIPMENT REPLACEMENT	171,485.00	6,367.26	108,801.89	63.45	0.00	62,683.11
***	TOTAL EXPENDITURES ***	171,485.00	6,367.26	108,801.89	63.45	0.00	62,683.11
		=====	=====	=====	=====	=====	=====
***	TOTAL PROFIT / (LOSS) ***	0.00	(6,367.26)	9,408.11	0.00	0.00	(9,408.11)
		=====	=====	=====	=====	=====	=====

05/31/14

Attachment C

COUNCIL REPORT CHECKS ISSUED IN MAY

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
NON-DEPARTMENTAL	GENERAL FUND	AFLAC	AFLAC PREMIUMS	2,301.34
			AFLAC PREMIUMS	0.00
		AT&T	E-RATE DISCOUNT	254.80-
			E-RATE DISCOUNT	0.00
		BAZZLE, TONI	BAZZLE, TONI /REIMBURSE MA	13.86
		BCBS OF TEXAS	HEALTH INS. PREMIUM	15,180.36
			HEALTH INS. PREMIUM	708.10
			JUNE HUBERT COBRA PREMIUMS	500.45
		CINCINNATI LIFE INS. CO.	LIFE INSURANCE PREMIUMS	73.66
		CLIFFORD, PENNY CHRISTINE c/o TX CHILD	CAUSE # 12-1678-FC4	253.20
			CAUSE # 12-1678-FC4	253.20
		DEBORAH B LANGEHENNING	WILLIS: CASE NO. 13-11977	413.54
			WILLIS: CASE NO. 13-11977	413.54
		HERRERA, EDITH D %ARIZONA SUPPORT PAYM	VINCENT CLIFFORD CS FOR DE	237.46
			VINCENT CLIFFORD CS FOR DE	237.46
		MISCELLANEOUS CASTILLO, PAULINE	CASTILLO, PAULINE:PAV REF	100.00
		CRAYTON, SHARION	CRAYTON, SHARION:PAV DEP R	75.00
		HEWTTY, TREY	HEWTTY, TREY:PAV DEP RETUR	100.00
		METLIFE SBC	DENTAL INSURANCE PREMIUMS	2,228.42
			DENTAL INSURANCE PREMIUMS	79.78
		MVBA LAW FIRM	APRIL COURT COLLECTION FEE	3,995.80
			MVBA COURT COLLECTION FEE	70.20
		NATIONWIDE RETIREMENT SOLUTIONS	EMPLOYEE CONTRIBUTIONS	1,507.21
			EMPLOYEE CONTRIBUTIONS	1,507.61
		PETTY CASH	PETTY CASH	250.00
		PRE-PAID LEGAL SERVICES	PRE-PAID LEGAL PREMIUMS	232.15
		CITIZENS NATIONAL BANK	FEDERAL WITHHOLDING	20,632.14
			FEDERAL WITHHOLDING	20,382.79
			FICA CONTRIBUTIONS AND MAT	12,275.29
			FICA CONTRIBUTIONS AND MAT	12,186.37
			MEDICARE CONTRIB AND MATCH	2,870.85
			MEDICARE CONTRIB AND MATCH	2,850.01
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	14,295.41
			CONTRIBUTIONS	14,200.15
		UNITED WAY OF WILLIAMSON COUNTY	EMPLOYEE CONTRIBUTIONS	16.00
			EMPLOYEE CONTRIBUTIONS	16.00
		UNUM LIFE INS CO OF AMERI	LIFE INSURANCE PREMIUMS	399.91
			LIFE INSURANCE PREMIUMS	0.00
		TAYLOR PROFESSIONAL FIREFIGHTER ASSOCI	ACCT #2091015	376.00_
			TOTAL:	130,978.46
CITY COUNCIL	GENERAL FUND	BCT - #6014	GONZALES-NAME TAG	6.65
		CARTS	CARTS	9,000.00
		HEJL, TED W.	APRIL SERVICES FOR CITY	2,557.50
		MCGINNIS, LOCHRIDGE & KILGORE, L.L.P	NOACK CONTRACT #193569	4,005.60
		TAYLOR CHAMBER OF COMMERC	COUNCIL MEMB DUES-S GREEN	65.00
			COUNCIL MEMB DUES-B RYDELL	65.00
			COUNCIL MEMB DUES-J ANCIRA	65.00
			COUNCIL MEMB DUES-C GONZAL	65.00
			COUNCIL MEMB DUES-D HILL	65.00
		TAYLOR DAILY PRESS	BOARD VOLUNTEER AD TO RECR	63.25
			ELECTION NOTICE	153.25
		VERIZON WIRELESS	CELL PHONE	163.97
			IPAD	37.99
		WMSON COUNTY CLERK	REPLENISH ESC ACCT REC DOC	500.00
		SWEET PEA'S BAKERY	BROWNIES FOR EXEC SESSION	12.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			EXECUTIVE SESSION SNACKS	12.00_
			TOTAL:	16,837.21
CITY MANAGEMENT	GENERAL FUND	AT&T LONG DISTANCE	CITY MANAGEMENT	244.03
		BCBS OF TEXAS	HEALTH INS. PREMIUM	2,010.12
		BREWMESEUM COFFEE	COFFEE	16.00
		LINCOLN	LTD INSURANCE PREMIUMS	54.84
		METLIFE SBC	DENTAL INSURANCE PREMIUMS	63.40
		OFFICE DEPOT CORPORATION	BROCK/INK	58.32
			PROCLAMATION PAPERS	15.98
			DOCUMENT COVERS FOR CONTRA	22.09
			OFFICE SUPPLIES	30.84
		RELIABLE OFFICE SUPPLIES	COPY PAPER	15.18
		INTERNAL REVENUE SERVICE	IRS PENALTY-DUNAWAY SEVERA	846.30
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	540.47
			FICA CONTRIBUTIONS AND MAT	509.47
			MEDICARE CONTRIB AND MATCH	126.40
			MEDICARE CONTRIB AND MATCH	119.15
		TAYLOR OFFICE EQUIPMENT C	COPIER MAINTENANCE	29.30
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	1,172.35
			CONTRIBUTIONS	1,106.95
		VERIZON WIRELESS	CELL PHONE	137.99
			IPAD	75.98
		QUALITY LOGO PRODUCTS	CONE STRESS SQUEEZE	274.00
			SHIPPING	119.09
			SET UP CHARGE	56.00
			PAID BY P-CARD	449.09-
		CHRIS HARTUNG CONSULTING LLC	TASK 2 PAYMENT CITY MAN SE	2,972.59
		CINTAS CORPORATION	SHREDDING SERVICES	262.35_
			TOTAL:	10,430.10
PUBLIC INFORMATION	GENERAL FUND	AT&T LONG DISTANCE	PUBLIC INFORMATION OFFICER	46.55
		BREWMESEUM COFFEE	COFFEE	16.00
		DATAPROSE LLC	COM CONNECTION - APRIL 201	57.28
		GUSTAFSON, JUDIE	NEWSLETTER LAYOUT	80.00
		LINCOLN	LTD INSURANCE PREMIUMS	13.62
		METLIFE SBC	DENTAL INSURANCE PREMIUMS	21.13
		MICHAEL C. PESCHEL	MUSIC/SOUND SYSTEM MEMORIA	75.00
		OFFICE DEPOT CORPORATION	JOHNSON/INK	74.99
			HIGHLIGHTER PACK	13.59
		RELIABLE OFFICE SUPPLIES	COPY PAPER	3.04
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	132.26
			FICA CONTRIBUTIONS AND MAT	132.26
			MEDICARE CONTRIB AND MATCH	30.93
			MEDICARE CONTRIB AND MATCH	30.93
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	280.97
			CONTRIBUTIONS	280.97
		VERIZON WIRELESS	CELL PHONE	50.00
		SWAGIT PRODUCTIONS, LLC	APRIL 2014 VIDEO STREAMING	695.00
		BLACKSHEAR/O.L. PRICE EX-STUDENT ASSOC	AD FOR PROGRAM SPONSORSHIP	100.00_
			TOTAL:	2,134.52
HUMAN RESOURCES	GENERAL FUND	AT&T LONG DISTANCE	HUMAN RESOURCES	105.81
		BCBS OF TEXAS	HEALTH INS. PREMIUM	1,024.56
		BREWMESEUM COFFEE	COFFEE	16.00
		DPS GEN SERVICES BUREAU	APRIL CRIMINAL BACKGROUND	1.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
		HALL, STARLA	TRAINING-TRANSPORTATION	227.36
		LINCOLN	LTD INSURANCE PREMIUMS	23.48
		LYNN ROSS & GANNAWAY, LLP	LEGAL SERVICES	450.00
		METLIFE SBC	DENTAL INSURANCE PREMIUMS	42.28
		OFFICE DEPOT CORPORATION	FOLDERS	4.64
			INK CARTRIDGES COMPUTER PR	197.01
		RELIABLE OFFICE SUPPLIES	COPY PAPER	27.32
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	189.63
			FICA CONTRIBUTIONS AND MAT	196.47
			MEDICARE CONTRIB AND MATCH	44.35
			MEDICARE CONTRIB AND MATCH	45.95
		TAYLOR OFFICE EQUIPMENT C	COPIER MAINTENANCE	27.00
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	459.56
			CONTRIBUTIONS	473.99
		VERIZON WIRELESS	CELL PHONE	50.00_
			TOTAL:	3,606.41
FINANCIAL SERVICES	GENERAL FUND	AT&T LONG DISTANCE	FINANCE	83.02
		BCBS OF TEXAS	HEALTH INS. PREMIUM	2,025.46
		BREWME SUM COFFEE	COFFEE	16.00
		LINCOLN	LTD INSURANCE PREMIUMS	51.81
		METLIFE SBC	DENTAL INSURANCE PREMIUMS	63.40
		RELIABLE OFFICE SUPPLIES	COPY PAPER	25.30
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	453.29
			FICA CONTRIBUTIONS AND MAT	491.49
			MEDICARE CONTRIB AND MATCH	106.02
			MEDICARE CONTRIB AND MATCH	114.95
		TAYLOR DAILY PRESS	RFQ/DR PROCESS & ENG SVC	82.00
			RFQ/DR PROCESS & ENG SVC	67.00
		TAYLOR OFFICE EQUIPMENT C	COPIER MAINTENANCE	27.00
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	966.50
			CONTRIBUTIONS	1,047.08
		VERIZON WIRELESS	CELL PHONE	50.00
			MODEM	10.00
		V-QUEST OFFICE MACHINES & SUPPLIES, LT	HP 950/951 & STAPLES	95.27
		CEN TEX CHAPTER, APA	CEN TEX CHAPTER-BETTY	55.00_
			TOTAL:	5,830.59
MUNICIPAL COURT	GENERAL FUND	AT&T LONG DISTANCE	MUNICIPAL COURT	69.06
		BCBS OF TEXAS	HEALTH INS. PREMIUM	2,010.12
		BREWME SUM COFFEE	COFFEE SERVICE-COURT	43.50
		BRINKS, INC.	CT BRINKS MAY SERVICE	433.00
			CT BRINKS FUEL SURCHARGE	58.21
		CAVALLO ENERGY TEXAS LLC	MUNICIPAL COURT	139.50
		HEJL, TED W.	APRIL SERVICES TO MUNI COU	2,355.00
		TYLER TECHNOLOGIES, INC	COURTS ONLINE FEE	100.00
		LINCOLN	LTD INSURANCE PREMIUMS	33.42
		METLIFE SBC	DENTAL INSURANCE PREMIUMS	84.52
		OFFICE DEPOT CORPORATION	OFFICE SUPPLIES	261.32
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	396.83
			FICA CONTRIBUTIONS AND MAT	396.83
			MEDICARE CONTRIB AND MATCH	92.82
			MEDICARE CONTRIB AND MATCH	92.82
		TAYLOR OFFICE EQUIPMENT C	COPIER MAINTENANCE	84.83
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	674.69
			CONTRIBUTIONS	674.69

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
		ATMOS ENERGY	NATURAL GAS-109 W 5TH	44.47
		VERIZON WIRELESS	CELL PHONE	50.00
		TEXAS MUNICIPAL COURTS EDUCATION CENTE	REG JUDGE PICK SEMINAR	250.00
		CONSTABLE MARTY RUBLE	WARRANT SVC-JOEY P GALINDO	50.00
			WARRANT SERVICE-MICHELLE G	50.00
			WARRANT SVC-VALISHA CARRIN	50.00
			NOTICE OF HEARING-MILTON G	150.00
			7 WARRANT SV-CYNTHIA ALDER	350.00
		CINTAS CORPORATION #86	MATS	11.41
			MATS	11.41
			MATS	11.41
			MATS	11.41
		NATIONAL BUSINESS FURNITURE, LLC	6 CHAIRS	1,554.00
			SHIPPING/HANDLING	110.70_
			TOTAL:	10,705.97
PLANNING & DEVELOPMENT GENERAL FUND		AT&T LONG DISTANCE	COMMUNITY DEVELOPMENT	259.34
		BCBS OF TEXAS	HEALTH INS. PREMIUM	2,525.91
		BREWME SUM COFFEE	COFFEE	16.00
		BRYAN TECHNICAL SRVCS INC	BOUNDARY SURVEY -JOHN WINS	1,700.00
			BOB-RE-DO ANNEXATION EXHIB	360.00
		BUREAU VERITAS NORTH AMERICA, INC.	BUREAU VERITAS NORTH AMERI	7,893.61
		ESRI, INC.	ARCGIS SOFTWARE MAINT	1,500.00
			ARCGIS SOFTWARE MAINT	400.00
			ARCGIS SOFTWARE MAINT	1,000.00
		TYLER TECHNOLOGIES, INC	BUILDING PROJECT	100.00
		PROGRESSIVE WASTE SOLUTIONS OF TX, INC	WALNUT & BOOTH & MURPHY	2,205.58
		LINCOLN	LTD INSURANCE PREMIUMS	55.62
		METLIFE SBC	DENTAL INSURANCE PREMIUMS	79.25
		RELIABLE OFFICE SUPPLIES	COPY PAPER	35.42
		SIERRA CONTRACTING CORPORATION	CLEAN UP @LITTLE LIBERTIES	3,500.00
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	519.82
			FICA CONTRIBUTIONS AND MAT	511.51
			MEDICARE CONTRIB AND MATCH	121.57
			MEDICARE CONTRIB AND MATCH	119.62
		SOUTHERN COMPUTER WAREHOUSE	DELL PRECISION T7600	2,605.28
		TAYLOR DAILY PRESS	ZONING-NOT OF PUBLIC HEARI	61.60
			1402 WELCH HEARING	95.70
			1701 OLD GEORGETOWN HEARIN	72.60
			201 E. PECAN - HEARING	72.60
			210 E. PECAN HEARING	72.60
			HEARING AD-507 GANO	66.55
			205 S. DOAK - HEARING	67.10
			607 GANO - HEARING	67.65
			801 E. WALNUT HEARING	67.65
			143 2ND AVE. - HEARING	68.20
		TAYLOR OFFICE EQUIPMENT C	COPIER MAINTENANCE	27.00
		TAYLOR OFFICE PRODUCT INC	STAMP	28.50
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	1,146.43
			CONTRIBUTIONS	1,128.93
		VERIZON WIRELESS	CELL PHONE	100.00
			IPAD	75.98_
			TOTAL:	28,727.62
MAIN STREET PROGRAM 00 GENERAL FUND		AT&T LONG DISTANCE	MAIN STREET	95.75
		BREWME SUM COFFEE	COFFEE	16.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
		LINCOLN	LTD INSURANCE PREMIUMS	9.19
		RELIABLE OFFICE SUPPLIES	COPY PAPER	10.12
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	90.78
			FICA CONTRIBUTIONS AND MAT	90.78
			MEDICARE CONTRIB AND MATCH	21.23
			MEDICARE CONTRIB AND MATCH	21.23
		TAYLOR OFFICE EQUIPMENT C	COPIER MAINTENANCE	27.00
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	191.52
			CONTRIBUTIONS	191.52
		VERIZON WIRELESS	CELL PHONE	50.00
		KRXT, INC	SPRING FLING ADS	300.00_
			TOTAL:	1,115.12
CD-MOODY MUSEUM	GENERAL FUND	ADT SECURITY SERVICES INC	MOODY_06/01/14-08/31/14	125.76
		CAVALLO ENERGY TEXAS LLC	MOODY MUSEUM	126.29
		ATMOS ENERGY	NATURAL GAS-114 W 9TH	39.51
		VERIZON WIRELESS	MODEM	37.99_
			TOTAL:	329.55
PUBLIC LIBRARY	GENERAL FUND	AT&T	352-3434	324.95
		AT&T LONG DISTANCE	LIBRARY	22.38
		BCBS OF TEXAS	HEALTH INS. PREMIUM	3,027.66
		CAVALLO ENERGY TEXAS LLC	LIBRARY	1,960.41
		INDEPENDENT STATIONERS, INC	OFFICE SUPPLIES	11.42
		INGRAM BOOK COMPANY	BOOKS	30.49
			BOOKS	68.60
			CREDIT FOR DAMAGED BOOKS	257.43-
			CREDIT FOR DAMAGED BOOKS	266.67-
			CREDIT FOR DAMAGED BOOKS	202.19-
			Books	92.42
			Books	105.43
			Books	1,933.05
			CREDIT FOR DAMAGED BOOKS	65.25-
			CREDIT FOR DAMAGED BOOKS	171.41-
			Books	132.98
			Books	138.33
			Books	1,267.64
		LINCOLN	LTD INSURANCE PREMIUMS	56.92
		METLIFE SBC	DENTAL INSURANCE PREMIUMS	147.93
		MIDWEST TAPE	DVD's	17.99
			DVD's	139.94
		SWANK MOTION PICTURES, INC. DBA:	ANNUAL COPYRIGHT COMP SITE	385.00
		RECORDED BOOKS, INC.	RECORDED BOOKS	280.20
			RECORDED BOOKS	6.95
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	519.22
			FICA CONTRIBUTIONS AND MAT	519.22
			MEDICARE CONTRIB AND MATCH	121.43
			MEDICARE CONTRIB AND MATCH	121.43
		TAYLOR OFFICE EQUIPMENT C	COPIER MAINTENANCE	66.04
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	1,155.68
			CONTRIBUTIONS	1,155.68
		VERIZON WIRELESS	CELL PHONE	50.00
		WAL-MART COMMUNITY/GEMB	OFFICE SUPPLIES	73.61
		SPIRIT MONKEY LLC	SUMMER READING PROG MERCHA	75.70_
			TOTAL:	13,045.75

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_		
FIRE DEPARTMENT	GENERAL FUND	AT&T	352-6752	214.72		
			352-2625	30.35		
			352-3195	115.09		
		AT&T LONG DISTANCE	FIRE DEPT	256.20		
		METRO FIRE APPARATUS SPECIALISTS, INC	WILDLAND JUMPSUIT	242.00		
			2" TRIM	49.00		
			LIME YELLOW LETTERS	84.00		
			FREIGHT	19.00		
		R LOPEZ ENTERPRISES INC	PLANTS, LANDSCAPING	350.00		
		BCBS OF TEXAS	HEALTH INS. PREMIUM	11,148.56		
		CASCO INDUSTRIES INC.	FOA	775.00		
			BUNKER GEAR	1,935.00		
		CAVALLO ENERGY TEXAS LLC	FIRE DEPT SUPPRESSION DIV	1,131.08		
		JPMORGAN CHASE BANK NA	AMAZON.COM SALES TAX CREDI	5.54-		
		COUFAL-PRATER	GENERATOR	4,319.96		
		EKISS, LAURENCE P.	GAS CAN FOR FIRE DEPT	14.99		
		G T DISTRIBUTORS, INC	LED	197.45		
			SPLIT RED AMBER	169.40		
			WHELE ITEMS	127.60		
		LINCOLN	LTD INSURANCE PREMIUMS	274.67		
		METLIFE SBC	DENTAL INSURANCE PREMIUMS	486.09		
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	2,988.71		
			FICA CONTRIBUTIONS AND MAT	3,064.79		
			MEDICARE CONTRIB AND MATCH	698.95		
			MEDICARE CONTRIB AND MATCH	716.77		
		SAM'S CLUB DIRECT	MEMBERSHIP - BLANCHETTE	15.00		
		TAYLOR FIRE & SAFETY	4 HYDROSTATIC TEST CASCADE	120.00		
		TAYLOR OFFICE EQUIPMENT C	COPIER MAINTENANCE	77.32		
		TAYLOR OFFICE PRODUCT INC	NOTARY ITEMS - BLANCHETTE	42.00		
		TEXAS COMMISSION ON FIRE PROTECTION	BASIC WILDLAND CERT 4 FF	340.00		
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	6,531.19		
			CONTRIBUTIONS	6,690.73		
		ATMOS ENERGY	STA 2 NATURAL GAS	60.15		
		VERIZON WIRELESS	CELL PHONE	250.00		
			MIFI/AIRCARDS	341.91		
			AIRCARD	37.99		
		COPELAND, ROBERT C.	WALL PLT BULK/HI SP CABLE-	88.83		
		MISSION RESTAURANT SUPPLY	ICE MACHINE - STA2	165.00		
		GST PUBLIC SAFETY LLC	SHIRTS - STEFFEK	32.50		
		MUNICIPAL EMERGENCY SERVICES, INC	FACECAP ASSEMBLIES	27.35		
			BACKPLATE FOR SCBA	95.98		
		SOUTHERN SAFETY SALES, INC	MEDICAL GLOVES	151.54		
		AT&T U-VERSE	CABLE & INTERNET - STA2	135.25		
		PROSOURCE SPECIALITIES	FIRE PREVENTION SUPPLIES	702.45		
		GARY AUSTIN ADVERTISING DBA THE PEN GU	PROMOTIONAL PENS	209.77		
		CITY OF GEORGETOWN	LIVE FIRE TRAINING	2,400.00_		
			TOTAL:	47,918.80		
		POLICE DEPARTMENT	GENERAL FUND	AT&T	352-5551	608.11
				AT&T LONG DISTANCE	POLICE	1,242.84
				AMERICAN MESSAGING SERVICES, LLC	PAGERS	15.40
				BCBS OF TEXAS	HEALTH INS. PREMIUM	17,233.08
				BREWMESUM COFFEE	COFFEE	104.25
					OFFICE COFFEE SERVICE- TPD	140.75
CAVALLO ENERGY TEXAS LLC	POLICE DEPARTMENT			1,386.37		
JPMORGAN CHASE BANK NA	SALES TAX CR ON 34.53 HAND			2.63-		

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
		LINCOLN	LTD INSURANCE PREMIUMS	418.67
		METLIFE SBC	DENTAL INSURANCE PREMIUMS	718.57
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	3,985.13
			FICA CONTRIBUTIONS AND MAT	3,901.23
			MEDICARE CONTRIB AND MATCH	932.01
			MEDICARE CONTRIB AND MATCH	912.35
		TAYLOR OFFICE EQUIPMENT C	COPIER MAINTENANCE	99.00
			TONER	99.00
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	8,878.34
			CONTRIBUTIONS	8,701.29
		ULTRAMAX, INC.	AMMO	2,115.00
		VERIZON WIRELESS	CELL PHONE	500.00
			AIRCARD	441.23
		TEXAS POLICE CHIEFS ASSOCIATION	TPCA MEMBERSHIP - GEORGENS	50.00
		SYMBOLARTS, LLC	50 CHALLENGE COINS	500.00_
			TOTAL:	52,979.99
ANIMAL CONTROL	GENERAL FUND	AT&T	352-5483	35.55
		AT&T LONG DISTANCE	ANIMAL CONTROL	139.33
		BCBS OF TEXAS	HEALTH INS. PREMIUM	500.45
		CAVALLO ENERGY TEXAS LLC	ANIMAL CONTROL	155.42
		LINCOLN	LTD INSURANCE PREMIUMS	10.98
		METLIFE SBC	DENTAL INSURANCE PREMIUMS	21.14
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	167.22
			FICA CONTRIBUTIONS AND MAT	161.64
			MEDICARE CONTRIB AND MATCH	39.11
			MEDICARE CONTRIB AND MATCH	37.81
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	251.12
			CONTRIBUTIONS	249.51
		VERIZON WIRELESS	CELL PHONE	250.00_
			TOTAL:	2,019.28
PUBLIC WORKS ADMIN	GENERAL FUND	BCBS OF TEXAS	HEALTH INS. PREMIUM	0.00
		LINCOLN	LTD INSURANCE PREMIUMS	0.00
		METLIFE SBC	DENTAL INSURANCE PREMIUMS	0.00_
			TOTAL:	0.00
STREETS & GROUND MAINT	GENERAL FUND	AT&T	352-6257	388.04
		AT&T LONG DISTANCE	PUBLIC WORKS-STREETS/GROUN	97.17
		BCT - #6014	D THOMAS/BUSINESS CARDS 46	58.00
		TUFF MATE INC	ST,GR/GLOVES 157252	253.31
		BCBS OF TEXAS	HEALTH INS. PREMIUM	6,514.17
		CAVALLO ENERGY TEXAS LLC	PUBLIC WORKS MAINT DEPT	6,772.55
		CONSTRUCTION RENT-A-FENCE INC	OLD CITY HALL/TEMP FENCING	67.50
		ERGON ASPHALT & EMULSIONS, INC	ST,GR/400 GAL CSS-1H EMUL	1,069.86
		EVINS TEMPORARIES, INC.	ST,GR/1 TEMP 4/28-5/2 118	226.80
			ST,GR/1 TEMP 5/5-5/9 1188	270.90
		PROGRESSIVE WASTE SOLUTIONS OF TX, INC	24 TEDC 220	11,567.11
		INTERNATIONAL ROADWAY RESEARCH LLP	ST,GR/INSTANT ROAD REPAIR	1,465.00
		KELLY D. KRUSE	WELCOME SIGN/LIGHT FIXT 32	84.95
		LINCOLN	LTD INSURANCE PREMIUMS	121.75
		METLIFE SBC	DENTAL INSURANCE PREMIUMS	253.57
			DENTAL INSURANCE PREMIUMS	0.00
		MOSS & MOSS INC. #4000	ST,GR/BIT SET,GUIDE 119740	24.68
			ST,GR/WIRE 120101	9.29
			ST,GR/CLEANSER 120236	34.76

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
		NEWMAN SIGNS, INC.	ST,GR/SIGNS,POSTS,HARDW	1,396.71
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	1,253.81
			FICA CONTRIBUTIONS AND MAT	1,206.08
			MEDICARE CONTRIB AND MATCH	293.23
			MEDICARE CONTRIB AND MATCH	282.05
		TAYLOR OFFICE EQUIPMENT C	COPIER MAINTENANCE	22.32
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	2,674.32
			CONTRIBUTIONS	2,573.58
		ATMOS ENERGY	1424 N MAIN/GAS USAGE 0502	70.08
		VERIZON WIRELESS	CELL PHONE	267.99
		WAL-MART COMMUNITY/GEMB	ST/GR BINDERS	29.20
			ST/GR SUPPLIES/ HAND SANIT	18.71
		WILLIAMSON COUNTY GRAIN	BB POND/ALGAE KILL 070366	62.50
			ST,GR/DUCK FOOD 070767	75.00
		WHITTLESEY LANDSCAPE SUPPLIES & RECY.	ST,GR/30 YD CEDAR MULCH	870.00
		ZEE MEDICAL, INC.	ST,GR/SQUINCHER 85675	75.00
			ST,GR/SQUINCHER 85675	125.25
			ST,GR/SQUINCHER 200 85546	75.00
		RELIABLE TIRE DISPOSAL	ST,GR/TIRE DISPOSAL 726	160.00
		CINTAS CORPORATION #86	ST,GR/UNIFORMS 62817	69.30
			ST,GR/UNIFORMS 766105	69.30
			ST,GR,UNIFORMS 69365	69.30
			ST,GR/UNIFORMS 72696	69.30
		PEPSI BOTTLING COMPANY	TRPSC-PEPSI	789.60
			TOTAL:	41,877.04
PARKS & RECREATION	GENERAL FUND	ADT SECURITY SERVICES INC	MURPHY PL/SECURITY 3/17-5/	257.36
		BETA TECHNOLOGY, INC	TRPSC/MOSQUITO CONTROL 590	299.56
		BCBS OF TEXAS	HEALTH INS. PREMIUM	3,019.34
		BSN SPORTS	P/R SOCCER PROGRAM	270.57
		CAVALLO ENERGY TEXAS LLC	PARKS & RECREATION	3,109.68
			TRPSC	2,149.95
		GRAINGER, W. W. INC.	TRPSC/DRUM WRENCH 5033551	21.25
		HOME DEPOT CREDIT SERVICES	BBQ PITS/PIT REPAIRS 40137	70.58
			TRPSC/QUICKLINK 755	5.24
			TRPSC/100@.12 POLEBARN 757	12.00
		JOSEPH DEAN GLOVER DBA:	GIRL SCOUT HUT/BEEES 5047	50.00
		KELLY-MOORE PAINT COMPANY, INC	TRPSC/MARKING PAINT	718.96
		LESLIE'S POOL SUPPLIES, INC	MURPHY PL/BASKET & REPAIR	615.36
			MURPHY PL/REPAIRS 21867	882.00
			ROBINSON PL/ROPE,FLOATS 22	246.60
			MURPHY PL/ROPE,FLOATS 2220	246.60
			POOLS/CHEMS	650.21
			POOLS/CHEMS	650.21
			MURPHY PL/SOD BICARB 22262	187.40
			ROBINSON PL/ACID DRUM,DEP2	95.61
			POOLS/CONDITIONER 22372	160.91
			POOLS/CHEMS	1,209.12
		LINCOLN	LTD INSURANCE PREMIUMS	43.86
		METLIFE SBC	DENTAL INSURANCE PREMIUMS	126.80
		MOBILE MINI, INC	TRPSC/MOBILE UNIT LEASE 67	102.00
		MOSS & MOSS INC. #5000	TRPSC/KEYS 119498	7.00
			TRPSC/LINKS,SNAPS 119845	22.45
			TRPSC/KEYS 120056	8.75
			TRPSC/FLAG SNAPS 120243	10.05
			TRPSC/RATCHET, SOCKETS 120	25.63

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
		MOSS & MOSS INC. #6000	BBQ PITS/PIT REPAIRS 11975	23.04
		PAUL'S POOL SERVICE	POOLS/CLEANING 66267	159.99
			POOLS/T POLES	67.98
			POOLS/PLIFE CLEAN GRAN 664	159.99
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	505.18
			FICA CONTRIBUTIONS AND MAT	477.36
			MEDICARE CONTRIB AND MATCH	118.16
			MEDICARE CONTRIB AND MATCH	111.64
		TAYLOR SPORTING GOODS	P&R SOCCER PROG/UNIFOMRS 1	4,452.00
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	1,105.96
			CONTRIBUTIONS	1,047.25
		TRACTOR SUPPLY COMPANY	TRPSC/DRILL BIT 223042	3.99
		VERIZON WIRELESS	CELL PHONE	130.00
			IPAD	37.99
		ACM SERVICES LLC	LIGHTS REPAIR TENNIS COURT	1,249.70
		WAL-MART COMMUNITY/GEMB	TRPSC/BINDERS	10.96
		ZEE MEDICAL, INC.	POOLS/MED KITS, CHEM GLOVE	88.10
		EWING IRRIGATION PRODUCTS	TRPSC/, DRY AGENT	310.23
		MCCOY'S BUILDING SUPPLY	TRPSC/REPAIRS 5311442	92.73
			TRPSC/HARDWARE 5311581	23.88
			TRPSC/LUMBER 5311581	18.84
			LIBERY GARDEN/RIVERROCK531	6.25
			TRPSC/SCOOP SHOVEL, WBARROW	185.97
		BEACON ATHLETICS	TRPSC HOSE & HOSE REEL-PCA	578.12-
			TRPSC/HOSE & HOSE REEL	578.12
		ECO REFRIGERATION	TRPSC/ICE MACHINE REPS 210	547.99
		CINTAS CORPORATION #86	TRPSC/UNIFORMS 43079	32.42
			TRPSC/UNIFORMS 62823	36.85
			TRPSC/UNIFORMS 66111	36.85
			TRPSC/UNIFORMS 69371	36.85
			TRPSC/UNIFORMS 72702	36.85
		PEPSI BOTTLING COMPANY	TRPSC/PEPSI	1,225.40
			TRPSC-PEPSI CONTRACT	1,004.80
			TRPSC-PEPSI	1,330.20
			TRPSC-PEPSI	2,231.20
			TRPSC-PEPSI CONTRACT	2,058.40
			TRPSC PEPSI CONTRACT	1,929.40
			TRPSC/PEPSI CONTRACT	2,058.40
			TRPSC PEPSI CONTRACT-LATE	7.12
		NEIGHBORHOOD SPORTS	PR-SOCCOR PROGRAM	8,111.99_
			TOTAL:	46,346.96
INTERNAL SERVICES/BLDG GENERAL FUND		AT&T	352-3675	2,448.97
		AT&T LONG DISTANCE	PUBLIC WORKS-BLDG MAINT	24.12
			IT DEPT	30.91
			SURCHARGES & OTHER FEES	45.23
		BCBS OF TEXAS	HEALTH INS. PREMIUM	2,018.44
		BREWMESUM COFFEE	COFFEE	16.00
		CAVALLO ENERGY TEXAS LLC	BUILDING EQUIP & MAINT DIV	1,337.22
		GULF COAST PAPER CO. INC.	1424 N MAIN/TISSUE, TOWEL75	123.04
		HOME DEPOT CREDIT SERVICES	TOILET SEAT-LIBRARY	20.41
		JOSEPH DEAN GLOVER DBA:	PEST CONTROL	650.00
			1424 N MAIN/RODENT CONTROL	20.00
			RODENT CONTROL-ACO	35.00
		KELLY D. KRUSE	INSTALL SOCKET-PD	73.25
			REPAIR FLAG FIXTURE-FIRE A	70.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
		LINCOLN	LTD INSURANCE PREMIUMS	36.67
		MATERA PAPER CO INC	TOWELS/HAND SOAP/GLOVES	213.62
		METLIFE SBC	DENTAL INSURANCE PREMIUMS	63.41
		MOSS & MOSS INC. #6000	MISC HARDWARE-AIRPORT	6.68
			PAINT-PD	36.08
			MISC HARDWARE-CH	4.76
			SAFETY HASP-WEST END SCHOO	10.41
			SEALANT KEYS	6.02
		MAILFINANCE NEOPOST USA, INC	POSTAGE LEASE	465.00
			POSTAGE LEASE	116.55
		RELIABLE OFFICE SUPPLIES	COPY PAPER	5.06
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	347.52
			FICA CONTRIBUTIONS AND MAT	343.03
			MEDICARE CONTRIB AND MATCH	81.28
			MEDICARE CONTRIB AND MATCH	80.23
		TAYLOR IRON-MACHINE WORKS	PLYWOOD/WEST END SCHOOL	60.40
		TAYLOR SPORTING GOODS	SHIRTS W/EMBROIDERY	187.04
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	749.57
			CONTRIBUTIONS	740.57
		ATMOS ENERGY	NATURAL GAS-400 PORTER	158.47
			NATURAL GAS-307 FERGUSON	8.99
		VERIZON WIRELESS	CELL PHONE	100.00
			CELL PHONE	63.37
		VIC'S HEAT & AIR	SERVICE A/C-ACO	89.50
			5 TON A/C CONDENSER	2,200.00
		WAL-MART COMMUNITY/GEMB	1424 N MAIN CLEANERS	86.45
		WAYNE GING, JR DBA: WAYNE'S PLUMBING	AUGER SINK-STATION 1	90.00
			REPAIR WATER FOUNTAIN-MUN	90.00
			WATER HEATER STATION 1	1,612.05
		ECO REFRIGERATION	INSTALL ICE MACHINE	1,000.00
			330 ICE MAKER	3,200.00
			PAID P CARD-CREDIT	3,200.00-
		COBRA COMMUNICATIONS	INSTALL PLUG-CH	60.00
			VOICEMAIL ISSUES-STA 1	75.00
		CINTAS CORPORATION #86	MATS	44.78
			MATS	44.78
			MATS	44.78
			MATS	44.78_
			TOTAL:	16,279.44
ENGINEERING & INSPECTI	GENERAL FUND	BCBS OF TEXAS	HEALTH INS. PREMIUM	524.11
		BREWMESEUM COFFEE	COFFEE	16.00
		CAVALLO ENERGY TEXAS LLC	ENGINEERING	48.41
		LINCOLN	LTD INSURANCE PREMIUMS	13.38
		METLIFE SBC	DENTAL INSURANCE PREMIUMS	21.14
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	104.25
			FICA CONTRIBUTIONS AND MAT	103.04
			MEDICARE CONTRIB AND MATCH	24.38
			MEDICARE CONTRIB AND MATCH	24.10
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	272.77
			CONTRIBUTIONS	270.22
		VERIZON WIRELESS	CELL PHONE	100.00_
			TOTAL:	1,521.80
INTERNAL SVC/ I T DEPT	GENERAL FUND	BCBS OF TEXAS	HEALTH INS. PREMIUM	516.91
		LINCOLN	LTD INSURANCE PREMIUMS	9.95

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
		METLIFE SBC	DENTAL INSURANCE PREMIUMS	21.13
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	81.17
			FICA CONTRIBUTIONS AND MAT	81.17
			MEDICARE CONTRIB AND MATCH	18.98
			MEDICARE CONTRIB AND MATCH	18.98
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	200.93
			CONTRIBUTIONS	200.93
		VERIZON WIRELESS	CELL PHONE	150.00
		ON TECHNOLOGY CONSULTANTS	IT CONSULTING	1,356.70_
			TOTAL:	2,656.85
NON-DEPARTMENTAL	GENERAL FUND	PROGRESSIVE WASTE SOLUTIONS OF TX, INC	RESIDENTIAL	64,302.39
			FRONT LOAD	41,661.85
			COMMERCIAL TOTERS	5,549.43
		MISCELLANEOUS HENSLEY, JANE	HENSLEY, JANE:LIBRARY REF	18.00
		MRB HOLDINGS LLC	380 AGREEMT 2013 TAX REBAT	4,212.47_
			TOTAL:	115,744.14
TIF EXPENDITURES	TIF (TAX INCREMENT HOLDREAD, AUDREY		PAINT GRANT-601 N MAIN ST	500.00_
			TOTAL:	500.00
LEASE PAYMENT T J C	TEXAS CAPITAL FUND TEXAS DEPT OF AGRICULTURE		MAY 2014 LEASE PAYMENT	2,085.25_
			TOTAL:	2,085.25
CONTRIBUTE CIVIC PROGR MAIN STREET REVENUE HEJL, TED W.			#7 OF 10 FRAZIER INSURANCE	375.00
	MISCELLANEOUS JOLLEY, LANELLE		JOLLEY, LANELLE:REF BOOTH	75.00
	PHILLIPS,CALVIN		PHILLIPS,CALVIN:REF BOOTH	60.00
	LANNEN, DEBY		REIMB BEER PURCHASE ZEST F	366.23
			LUNCH FOR CITY EMP ZEST FE	55.50
	QUINN, J PATRICK DBA MAIN STREET CENTE		#9 OF 10 BRIGHTSIDE BOOKS	400.00
	TAYLOR DAILY PRESS		CREDIT FOR ZEST FEST AD-TH	23.70-
			ZEST FEST AD	230.00
			ZEST FEST AD	230.00
			ZEST FEST AD	42.00
			ZEST FEST AD	96.00
			ZEST FEST AD	70.00
			ZEST FEST AD	70.00
			ZEST FEST AD	42.00
			ZEST FEST AD	42.00
			ZEST FEST AD	70.00
	KRXT, INC		ZEST FEST ADS	400.00
	CHAIDEZ, PATY		#10 OF 10 RELAX & HEAL MAS	162.50
	HOUSTON CHRONICLE		ZEST FEST ADS	500.00
	TRUEX, STEPHEN		#5 OF 10 KINCL ANTIQUES &	750.00
			#5 OF 10 KINCL THRIFT STOR	175.00
	KMCA, LTD		#1 OF 10 ANGLES & TANGLES	450.00_
			TOTAL:	4,637.53
CDBG STREETS	GENERAL CAPITAL IM SLEDGE ENGINEERING		SLEDGE/CDBC	1,500.00_
			TOTAL:	1,500.00
PAVEMENT MANAGEMENT	GENERAL CAPITAL IM SLEDGE ENGINEERING		PAVEMENT MGMT DESIGN	12,000.00_
			TOTAL:	12,000.00
ANNUAL STREET MAINT PR GENERAL CAPITAL IM TAYLOR DAILY PRESS			BID NOTICE	100.75
			BID NOTICE	82.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	182.75
ROADWAY IMPACT FEES	ROADWAY IMPACT FEE	MCCOY CORPORATION	MCCOY'S 380 AGREEMENT FINA	40,063.80
			TOTAL:	40,063.80
NON-DEPARTMENTAL	PUBLIC UTILITIES F	AFLAC	AFLAC PREMIUMS	437.25
		BCBS OF TEXAS	HEALTH INS. PREMIUM	3,817.42
		ENRIQUEZ, BIANCA %TX CHILD SUPPORT SDU	01-0186 DANIEL JACOB GARCI	298.15
			01-0186 DANIEL JACOB GARCI	298.15
		METLIFE SBC	DENTAL INSURANCE PREMIUMS	430.76
		NATIONWIDE RETIREMENT SOLUTIONS	EMPLOYEE CONTRIBUTIONS	118.18
			EMPLOYEE CONTRIBUTIONS	117.78
		PRE-PAID LEGAL SERVICES	PRE-PAID LEGAL PREMIUMS	67.75
		CITIZENS NATIONAL BANK	FEDERAL WITHHOLDING	2,404.42
			FEDERAL WITHHOLDING	2,480.03
			FICA CONTRIBUTIONS AND MAT	1,789.80
			FICA CONTRIBUTIONS AND MAT	1,820.39
			MEDICARE CONTRIB AND MATCH	418.61
			MEDICARE CONTRIB AND MATCH	425.74
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	2,178.55
			CONTRIBUTIONS	2,213.10
		UNUM LIFE INS CO OF AMERI	LIFE INSURANCE PREMIUMS	95.37
			TOTAL:	19,411.45
UTILITIES ADMINISTRATI	PUBLIC UTILITIES F	AT&T LONG DISTANCE	UTILITY BILLING	186.67
		BCT - #6014	NAME TAG	5.35
		BCBS OF TEXAS	HEALTH INS. PREMIUM	3,034.68
		BREWMESUM COFFEE	COFFEE	16.00
		BRINKS, INC.	BRINKS - DEPOSIT BAGS - UB	25.35
			UT BRINKS MAY 2014 SERV	532.82
			UT BRINKS MAY 2014 FUEL CH	74.59
		CAVALLO ENERGY TEXAS LLC	UTILITY OPERATING FUND-ADM	166.88
		DATAPOSE LLC	BILL PRINTING - APRIL 2014	886.10
			LATE NOTICES - APRIL 2014	202.19
			POSTAGE - APRIL 2014	2,965.17
		TYLER TECHNOLOGIES, INC	UT BILLING	220.00
			WEBSITE MAINTENANCE	50.00
		INDEPENDENT STATIONERS, INC	TONER	99.95
			PAPER, COIN ROLLS, TAPE	101.52
		LINCOLN	LTD INSURANCE PREMIUMS	49.11
		METLIFE SBC	DENTAL INSURANCE PREMIUMS	126.79
		MVBA LAW FIRM	COLLECTION FEES - UB	245.63
			COLLECTION FEES - UB	24.45
			COLLECTION FEES - UB	26.55
		MOSS & MOSS INC. #3000	ANT KILLER, FUSES, REPELLA	16.60
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	444.44
			FICA CONTRIBUTIONS AND MAT	446.99
			MEDICARE CONTRIB AND MATCH	103.95
			MEDICARE CONTRIB AND MATCH	104.54
		TAYLOR OFFICE EQUIPMENT C	COPIER MAINTENANCE	59.50
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	1,005.20
			CONTRIBUTIONS	1,010.57
		VERIZON WIRELESS	CELL PHONE	150.00
			CELL PHONE	20.00
		DEAN THREADGILL DBA:	SHIPPING EXPENSE - UB	19.80
		USA BLUEBOOK; INC. DBA	36" ALLOY T-PROBE - UB	67.69

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	12,489.08
WASTEWATER TREATMENT	PUBLIC UTILITIES F AT&T		352-2412	89.75
		AT&T LONG DISTANCE	WASTEWATER	13.60
		AQUA-TECH LABORATORIES-AQ	APRIL 2014 ANALYSIS	998.00
		ARCHER HEATING & AIR CONDITIONING,LLC	REPLACE A/C AT HEADWORKS	4,075.00
		BCBS OF TEXAS	HEALTH INS. PREMIUM	1,501.35
		CAVALLO ENERGY TEXAS LLC	SEWER TREATMENT PLANT O&M	16,798.88
		HACH COMPANY	AMPULES, FILTERS, DISHES	1,263.70
		PROGRESSIVE WASTE SOLUTIONS OF TX, INC	4 SLUDGE HAULS	1,921.00
		CHEMSEARCH DIVISION	GLOVES	166.12
		LINCOLN	LTD INSURANCE PREMIUMS	32.62
		METLIFE SBC	DENTAL INSURANCE PREMIUMS	42.26
		SMITH PUMP CO., INC.	MULTI-LOK BRAID	97.20
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	231.72
			FICA CONTRIBUTIONS AND MAT	301.55
			MEDICARE CONTRIB AND MATCH	54.20
			MEDICARE CONTRIB AND MATCH	70.52
		SOUTHERN COMPUTER WAREHOUSE	DELL OPTIPLEX - WWTP	624.66
		STENCE ELECTRIC	BAR SCREEN MOTOR REPAIR	125.00
			MOTOR CLARIFIER TANK REPAI	150.00
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	488.84
			CONTRIBUTIONS	636.18
		VERIZON WIRELESS	CELL PHONE	150.00
		WAL-MART COMMUNITY/GEMB	BLEACH, FAB LAV	102.27
			BLEACH, INK	145.66
		CINTAS CORPORATION #86	CINTAS CORPORATION #86	10.34
			CINTAS CORPORATION #86	20.90
			CINTAS CORPORATION #86	20.90
			CINTAS CORPORATION #86	103.40
		INFILCO DEGREMONT INC	BAR SCREEN RAKE CAM ROVER	954.32
			TOTAL:	31,189.94
DISTRIBUTION/COLLECTIO	PUBLIC UTILITIES F AT&T		352-3251	181.72
		AT&T LONG DISTANCE	UTILITIES-MAINTENANCE	48.79
		ACT PIPE & SUPPLY, LTD	MJ CROSS	189.72
		ADT SECURITY SERVICES INC	ALARM MONITORING 2014/15	968.76
		AIRGAS, INC.	TORCH RENTAL	38.75
		BCBS OF TEXAS	HEALTH INS. PREMIUM	6,612.35
		BREWME SUM COFFEE	BREWME SUM COFFEE	69.00
		CAVALLO ENERGY TEXAS LLC	UTILITY SYSTEM MAINTENANCE	3,195.70
		CITY OF ROUND ROCK	APRIL 2014 TESTING	300.00
		DPC INDUSTRIES, INC.	CHLORINE	181.55
			CHLORINE	18.00
		GULF COAST PAPER CO. INC.	ROLL TOWELS	36.92
		O'REILLY AUTOMOTIVE, INC.	SOCKET SET, MOTOR TREATMEN	141.98
		LINCOLN	LTD INSURANCE PREMIUMS	114.64
		MANTEK DIVISION	CITRI CON, PASSAGE V	1,309.35
		METLIFE SBC	DENTAL INSURANCE PREMIUMS	274.75
		MOSS & MOSS INC. #3000	EXT POLE	24.68
			PIPE, BIBB	30.66
			GAS CAN	16.14
			PIPE SAW	20.89
			WIRE	5.69
			SCREW DRIVER, HAMMER	37.98
			KEYS	7.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			SAND PAD, SPRAY, ENAMEL	12.33
			PADLOCK, KEYS	81.20
			ENAMEL	8.53
			ELBOW, ADAPTER	2.65
			PAIL	4.17
			RETURN CLEAN OUT AND PLUG	0.20
		NORTHERN TOOL & EQUIPMENT	BENCH TABLES	172.86
		OFFICE DEPOT CORPORATION	PAPER, TAPE, MARKERS	87.05
			INK	90.10
			POST-ITS, INK	81.59
		PRIME CONTROLS, LP	REPAIR COAX CONNECTOR	757.50
		SLEDGE ENGINEERING	CITY ENGINEER SVCS/SLEDGE	4,700.00
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	1,113.64
			FICA CONTRIBUTIONS AND MAT	1,071.85
			MEDICARE CONTRIB AND MATCH	260.46
			MEDICARE CONTRIB AND MATCH	250.68
		SOUTHERN COMPUTER WAREHOUSE	2 -DELL OPTXIPLEX	1,249.32
		TAYLOR SPORTING GOODS	LOGO SHIRTS-WALLA	87.00
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	2,576.73
			CONTRIBUTIONS	2,488.58
		ATMOS ENERGY	NATURAL GAS-1200 N. MAIN	49.43
		VERIZON WIRELESS	CELL PHONE	550.00
			MIFI	37.99
			AIRCARD	37.99
		WAL-MART COMMUNITY/GEMB	CHAMOI, PROTECTANT	48.21
			RX LAT 22	33.94
		WALLA, ROBERT	TRAINING-MEALS	11.00
			WATER DISTRIBUTION-MEALS	105.00
		WILSON, DONALD	WATER DISTRIBUTION-MEALS	105.00
		USA BLUEBOOK; INC. DBA	HIP BOOTS BUTCH	137.45
		RICHARD REYES	CONCRETE WORK	3,800.00
		MCCOY'S BUILDING SUPPLY	SAW BLADES	247.91
			PINE, EXT STAR PGP	105.89
			PINE	102.26
		TEXAS WATER UTILITIES ASSOCIATION	TMAY 20 2014 TRAINING- EL	350.00
		CINTAS CORPORATION #86	CINTAS CORPORATION #86	74.58
			CINTAS CORPORATION #86	72.71
			CINTAS CORPORATION #86	72.71
			CINTAS CORPORATION #86	72.71
			TOTAL:	34,936.24
UTILITIES NONDEPARTMEN	PUBLIC UTILITIES F	BRAZOS RIVER AUTHORITY	GRWTP-O&M	106,084.03_
			TOTAL:	106,084.03
NON-DEPARTMENTAL	UTILITY IMPACT FEE	MCCOY CORPORATION	MCCOY'S 380 AGREEMENT FINA	17,170.20_
			TOTAL:	17,170.20
NON-DEPARTMENTAL	AIRPORT FUND	CITIZENS NATIONAL BANK	FEDERAL WITHHOLDING	126.53
			FEDERAL WITHHOLDING	118.39
			FICA CONTRIBUTIONS AND MAT	86.25
			FICA CONTRIBUTIONS AND MAT	81.20
			MEDICARE CONTRIB AND MATCH	20.17
			MEDICARE CONTRIB AND MATCH	18.99
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	73.91
			CONTRIBUTIONS	73.91_
			TOTAL:	599.35

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
AIRPORT OPERATIONS DEP	AIRPORT FUND	AT&T	352-5747	64.00
		AT&T LONG DISTANCE	AIRPORT	19.81
		AMERICAN MESSAGING SERVICES, LLC	PAGERS	4.97
		AVFUEL CORP.	100LL FUEL PURCHASE	26,430.20
			JET A AVIATION FUEL	19,870.87
		BREWME SUM COFFEE	COFFEE SERVICE	32.25
		CAVALLO ENERGY TEXAS LLC	AIRPORT DEPT OPERATIONS	555.41
		LINCOLN	LTD INSURANCE PREMIUMS	6.54
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	86.25
			FICA CONTRIBUTIONS AND MAT	81.20
			MEDICARE CONTRIB AND MATCH	20.17
			MEDICARE CONTRIB AND MATCH	18.99
		SYN-TECH SYSTEMS, INC.	AVIATION FUEL MGMT SOFTWARE	1,149.75
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	138.10
			CONTRIBUTIONS	138.10
		VERIZON WIRELESS	CELL PHONE	50.00
		JRC MAINTENANCE	JET A FUEL PUMP REPAIR	1,510.70
		WUSTERHAUSEN, JERRY	HANGAR REPAIR	275.00
			TOTAL:	50,452.31
NON-DEPARTMENTAL	CEMETERY OPERATING	BCBS OF TEXAS	HEALTH INS. PREMIUM	912.70
		METLIFE SBC	DENTAL INSURANCE PREMIUMS	125.50
		CITIZENS NATIONAL BANK	FEDERAL WITHHOLDING	83.16
			FEDERAL WITHHOLDING	82.58
			FICA CONTRIBUTIONS AND MAT	109.66
			FICA CONTRIBUTIONS AND MAT	109.27
			MEDICARE CONTRIB AND MATCH	25.65
			MEDICARE CONTRIB AND MATCH	25.56
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	135.11
			CONTRIBUTIONS	134.67
		UNITED STATES TREASURY	MOERBE,VIRGINIA;IRS TAX LEV	72.47
			MOERBE,VIRGINIA;IRS TAX LEV	67.68
			TOTAL:	1,884.01
CEMETERY OPERATING DEP	CEMETERY OPERATING	AT&T	352-3531	55.14
		AT&T LONG DISTANCE	CEMETERY	41.80
		BCBS OF TEXAS	HEALTH INS. PREMIUM	1,534.45
		CAVALLO ENERGY TEXAS LLC	CEMETERY DEPT OPERATIONS	52.75
		LINCOLN	LTD INSURANCE PREMIUMS	12.46
		METLIFE SBC	DENTAL INSURANCE PREMIUMS	63.42
		MOSS & MOSS #9000	CEM/ANT CONTROL 120256	19.98
			CEM/ANT CONTROL 120257	27.98
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	109.66
			FICA CONTRIBUTIONS AND MAT	109.27
			MEDICARE CONTRIB AND MATCH	25.65
			MEDICARE CONTRIB AND MATCH	25.56
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	252.46
			CONTRIBUTIONS	251.63
		VERIZON WIRELESS	CELL PHONE	50.00
		CINTAS CORPORATION #86	CEM/UNIFORMS 62817	31.57
			CEM/UNIFORMS 766105	6.82
			CEM/UNIFORMS 69365	6.82
			CEM/UNIFORMS 72696	6.82
			TOTAL:	2,684.24
NON-DEPARTMENTAL	FLEET SERVICES OPE	AFLAC	AFLAC PREMIUMS	103.45

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
		METLIFE SBC	DENTAL INSURANCE PREMIUMS	61.34
		NATIONWIDE RETIREMENT SOLUTIONS	EMPLOYEE CONTRIBUTIONS	10.00
			EMPLOYEE CONTRIBUTIONS	10.00
		PRE-PAID LEGAL SERVICES	PRE-PAID LEGAL PREMIUMS	25.90
		CITIZENS NATIONAL BANK	FEDERAL WITHHOLDING	420.67
			FEDERAL WITHHOLDING	426.81
			FICA CONTRIBUTIONS AND MAT	237.86
			FICA CONTRIBUTIONS AND MAT	239.49
			MEDICARE CONTRIB AND MATCH	55.63
			MEDICARE CONTRIB AND MATCH	56.01
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	273.36
			CONTRIBUTIONS	275.21
		UNUM LIFE INS CO OF AMERI	LIFE INSURANCE PREMIUMS	28.25_
			TOTAL:	2,223.98
FLEET SERVICES SECTION		FLEET SERVICES OPE A-LINE AUTO PARTS	#332 BRAKE FLUID	7.19
			#327 V-BELT/OIL	46.58
			#327 OIL	51.06
			#560 LED FIREBOX	299.99
			#630 SPARK PLUGS	3.64
			OIL	34.92
			OIL	34.92
			#516 VALVE EXTENSION	3.46
			AIR IMPACT-CEMETERY	149.84
			OIL	4.98
			#543 A/C FILTER	23.37
			#551 OIL	26.94
			#552 OIL	26.94
			#553 OIL	40.41
			#607 OIL	94.29
			#327 CLUTCH	460.36
			#327 O-RING	17.43
			#327 O-RING	0.14
			#87 WIPER BLADE	9.98
			#551 FUEL STRAIN	9.63
			#552 FUEL STRAIN	9.63
			#508 HOSE	39.25
			BRAKE LINE	7.31
			#503 BRAKE DRUM SHOE	193.86
			#503 SHOCK ABSORBER	69.98
			Q1 BEAMLAMP	15.30
		AT&T (ATLANTA)	LONG DISTANCE	57.80
		AIRGAS, INC.	OXYGEN	98.59
		AUSTIN TURF & TRACTOR	TRPSC FILTERS	95.97
			#727/#723/#724 OIL CHANGE	1,298.26
		BCBS OF TEXAS	HEALTH INS. PREMIUM	1,000.90
		COUFAL-PRATER	#551 SHREDDER BLADES	3,418.18
			CHAIN-TRPSC	5.76
			#551 ARM CREDIT	34.71-
			#551 FILTER	82.04
			#552 FILTER	82.04
			#553 FILTER	166.57
			SHREDDERS	178.50
			#298	58.02
			#547	43.04
			#551	9.74

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			#551 VENT	9.74-
			#553 SHREDDER CREDIT	8.74-
			#552 V-BELT	26.60
		COVERT COUNTRY OF HUTTO	#333 KEY CREDIT	75.44-
			#335 KEYS	107.63
		FREIGHTLINER OF AUSTIN	#607 INJECTOR VALVE GASKET	806.26
			#607 CORE	221.58
			#607 CORE-CREDIT	221.58-
		GARDEN-DARBY, INC	INSPECTION LINE	1.68
		GCR TIRES & SERVICE	#519/#520 TIRES	434.00
			POLICE STOCK TIRES	843.04
			#29 TIRE	440.44
			#508 TIRE	92.70
		GRAINGER, W. W. INC.	FAN	499.64
		HENNA CHEVROLET INC	#332 ROTOR PADS/STOCK	966.00
			#87 ARM	74.20
		HERCULES HARDWARE	WHEEL WEIGHT	131.66
		O'REILLY AUTOMOTIVE, INC.	#607 OIL FILTER	7.14
		HOLT COMPANY	#607 ENGINE REPAIR	248.60
		INTERSTATE BATT. N AUSTIN	#63 BATTERY	66.95
			#167 BATTERY	111.95
			EXCISE SURCHARGE	6.00
			#327 BATTERY	114.95
			#298 BATTERY	39.95
		LINCOLN	LTD INSURANCE PREMIUMS	24.70
		MAGNUM CUSTOM TRAILER MFG CO, INC	#519/#520 FUEL CAP	64.55
		METLIFE SBC	DENTAL INSURANCE PREMIUMS	42.27
		MOSS & MOSS INC. #8000	SCREWDRIVER SET	3.79
			BATTERIES-SHOP	28.13
		JAMES D. NICHOLS DBA:	NEEDLE	253.85
			SCALER RADIATOR	57.70
		OFFICE DEPOT CORPORATION	PENS	12.84
		RDO EQUIPMENT CO	#35 REPAIRS	3,107.73
		RIATA FORD	#327 MOTOR RELAY	434.12
			#327 WINDOW SWITCH	132.87
			#329 SENSOR WHEEL	506.40
		SHARE CORPORATION	EVAP KLEEN AEROSOL WAX	553.80
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	237.86
			FICA CONTRIBUTIONS AND MAT	239.49
			MEDICARE CONTRIB AND MATCH	55.63
			MEDICARE CONTRIB AND MATCH	56.01
		TIRES & OIL, INC dba: TAYLOR AUTOMOTIV	#606 OIL CHANGE	29.99
			#610 OIL CHANGE	29.99
		TAYLOR EQUIPMENT	PINS/COLLAR/WASHER-KUBOTA	56.76
			#510 BELT	81.82
		TAYLOR IRON-MACHINE WORKS	R1 MOUNT SHELVES	572.80
		TERRY'S BODY SHOP INC	#561 REPLACE DOOR BUSHINGS	159.40
		TONY MORGAN DBA:	Q1 MOUNT TIRES	120.00
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	510.79
			CONTRIBUTIONS	514.24
		TIRE CENTERS, LLC	Q1 TIRES	1,496.70
		TEXAS FLEET FUEL, LTD.	FUEL	6,037.35
			FUEL	4,097.13
			FUEL	5,088.67
			FUEL	4,415.24
		VERIZON WIRELESS	CELL PHONE	100.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			CELL PHONE	100.00
		WESTEX WELDING	DRAWER SLIDES - RESCUE 1	286.26
		H A WILSON MOTOR CO	#327 ABS MODULE	730.00
		ZEP MANUFACTURING CO.	TOWELS/HAND SOAP	215.00
		DANIEL SCHNOOR TOOL CO	TOOL SET/FLEX HANDLE	347.45
		ECO REFRIGERATION	PUMP	116.50
		VERMEER TEXAS-LOUISIANA INC	#52 SCREWS	10.98
		CINTAS CORPORATION #86	FLEET/UNIFORMS 62818	15.21
			FLEET/UNIFORMS 766016	15.21
			FLEET/UNIFORMS 69366	15.21
			FLEET/UNIFORMS 72697	15.21
		ASSOCIATED SUPPLY COMPANY, INC	EXCAVATOR RENTAL	3,115.45
			EXCAVATOR RENTAL	3,161.45
			EXCAVATOR	5,726.90
			WHEEL LOADER	4,804.26
		TEXAS AUTO TOPS OF AUSTIN	C2 RESTITCH SEAT	95.00_
			TOTAL:	61,060.28
FLEET REPLACEMENT	FLEET REPLACEMENT	JOHN DEERE FINANCIAL	020-0056894-002	4,732.53
			020-0056894-003	228.71
			020-0056894-001	1,406.02_
			TOTAL:	6,367.26
NON-DEPARTMENTAL	POOLED CASH	JPMORGAN CHASE BANK NA	JPMORGAN CHASE BANK NA	9,572.14
			JPMORGAN CHASE BANK NA	5,438.77_
			TOTAL:	15,010.91

===== FUND TOTALS =====

100	GENERAL FUND	551,085.60
119	TIF (TAX INCREMENT FUND)	500.00
121	TEXAS CAPITAL FUND	2,085.25
123	MAIN STREET REVENUE FUND	4,637.53
162	GENERAL CAPITAL IMPROVEME	13,682.75
200	ROADWAY IMPACT FEE FUND	40,063.80
340	PUBLIC UTILITIES FUND	204,110.74
345	UTILITY IMPACT FEE FUND	17,170.20
350	AIRPORT FUND	51,051.66
370	CEMETERY OPERATING FUND	4,568.25
382	FLEET SERVICES OPERATING	63,284.26
384	FLEET REPLACEMENT FUND	6,367.26
950	POOLED CASH	15,010.91

GRAND TOTAL:	973,618.21
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05/31/14

Attachment D

Operating Funds Balance Sheets

General Fund
Special Revenue Funds
Roadway Impact Fund
Municipal Utility Drainage Fund
Utility Fund
Utility Impact Fund
Airport Fund
Cemetery Fund
Fleet Services Operating Fund
Fleet Replacement Fund

BALANCE SHEET

AS OF: MAY 31ST, 2014

100-GENERAL FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
=====		
100-100-100	PETTY CASH	1,900.00
100-100-102	CLAIM ON POOLED CASH	(1,959,224.70)
100-100-103	SECURITY INVESTMENTS	0.00
100-100-104	CHASE #99-22784847	0.00
100-100-105	MONEY MARKET @CNB #4260618	12,223.30
100-100-106	CHASE ACCT 836345132	0.00
100-100-107	MBIA TX-01-0247-0001	0.00
100-100-108	TEXSTAR (NED) MOODY MUSEUM	254,505.46
100-100-109	PRINCOR GEN FUND 6FR-139362	677,442.02
100-100-110	TEXPOOL 78404; 2465300006	4,685,244.93
100-100-111	TXU DESIGNATED CNB 2067064	0.00
100-100-113	MOODY TEXPOOL 2465300015	50,016.17
100-100-115	TIF TEXPOOL 2465300004	0.00
100-120-100	PROPERTY TAXES RECEIVABLE	95,256.30
100-120-102	TEXSTAR 000 2295	0.00
100-120-103	MISC. ACCOUNTS RECEIVABLE	16,402.75
100-120-110	ALLOWANCE UNCOLLECTED TAXES	0.00
100-120-120	SALES TAXES RECEIVABLE	429,406.87
100-120-130	ACCTS RECEIVABLE GARBAGE	59,737.04
100-120-131	ALLOWANCE - GARBAGE	(2,691.04)
100-120-132	P.I.L.O.T. RECEIVABLE	0.00
100-120-140	GRANTS RECEIVABLE	0.00
100-120-240	DUE FROM TAXES	0.00
100-120-250	DUE FROM FUND 350 FOR LOAN	63,500.00
100-120-251	DUE FROM FUND 350 (2ND LOAN)	0.00
100-120-302	TEDC REIMBURSE FOR MAIN ST	0.00
100-150-100	OTHER ASSETS (AUDITOR'S ENTRY)	0.00
100-170-100	CURRENT YR RES FOR ENCUMBRANCE	(110,489.96)
100-170-101	PRIOR YR RES FOR ENCUMBRANCE	68,790.99
100-180-101	DUE FROM SOURCES-GRANT REVENUE	0.00
100-190-102	DEFERRED CHGS-BOND ISSUE COST	0.00
		4,342,020.13
TOTAL ASSETS		4,342,020.13
		=====
LIABILITIES		
=====		
100-200-100	ACCRUED PAYBLES	0.00
100-200-110	ENCUMBERED PAYABLE GEN.	(110,489.96)
100-200-111	PRIOR YEAR ENCUMBRANCE	68,790.99
100-200-200	FICA & MEDICARE PAYABLE	0.00
100-200-201	FEDERAL WITHHOLDING PAYABLE	0.00
100-200-202	TMRS PAYABLE	0.00
100-200-203	DEFERRED COMP PAYABLE	1,385.88
100-200-204	CIVIL SERVICE-SICK LEAVE	0.00
100-200-205	TEDC SALES TAX PAYABLE	0.00
100-200-210	CHILD SUPPORT PAYABLE	(92.31)
100-200-211	GARNISHMENTS PAYABLE	0.00
100-200-212	UNUM LIFE INS PAYABLE	(211.48)

BALANCE SHEET

AS OF: MAY 31ST, 2014

100-GENERAL FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
100-200-213	TX DENTAL PLANS-AUSTIN PAYABLE	0.00
100-200-214	AFLAC PAYABLE	2,238.46
100-200-215	CLOTHES RENTAL PAYABLE	0.00
100-200-216	CINCINNATI LIFE PAYABLE	28.71
100-200-218	BLUE CHOICE PAYABLE	27.62
100-200-219	SCOTT & WHITE HEALTH PAYABLE	(9,793.98)
100-200-221	HEALTH PROGRAM-AMIL-PAYABLE	0.00
100-200-222	PRE-PAID LEGAL PAYABLE	192.25
100-200-223	GUARDIAN DENTAL	0.00
100-200-228	MISC DEDUCTIONS PAYABLE	0.00
100-200-229	MET LIFE DENTAL PAYABLE	(551.91)
100-200-230	UNITED WAY PAYABLE	0.00
100-200-231	MEMBERSHIP/DUES PAYABLE	200.00
100-200-232	COURT BOND REFUND PAYABLE	123.00
100-200-233	OTHER A/P PENDING (AUDITOR)	(52,259.66)
100-200-301	COURT COLLECTIONS	4,850.83
100-200-500	DUE TO OTHER FUNDS	192,632.73
100-200-502	DUE TO STATE/COURT FEES	22,628.46
100-200-503	DUE TO COMPT. SALES TAX	23,672.96
100-200-504	DUE TO TEDC-MONTHLY SALES TAX	0.00
100-200-505	DUE TO OMNIBASE SERVICES INC	1,750.78
100-200-507	DUE TO S&W/COBRA FROM OTHERS	4,492.29
100-200-508	DUE TO TISD:HOUSING AUTH PILOT	0.00
100-210-111	DUE TO I&S (TAX COLLECTIONS)	2,153.54
100-220-100	TAX DISTRIBUTION	0.00
100-240-100	DEFERRED TAX REVENUE	95,256.30
100-240-101	UNCLAIMED FUNDS	12,115.79
100-240-102	DEFERRED REV-BOND PREMIUM	0.00
100-240-103	DEFERRED REVENUE	0.00
	TOTAL LIABILITIES	259,141.29
EQUITY		
=====		
100-260-110	HOLD DEPOSIT-5YRS FROM 10/1999	0.00
100-260-111	LEGAL OPINION-BOGGY CREEK GOLF	0.00
100-260-112	ESCROW:DRAINAGE/OTHER PROJECTS	0.00
100-260-113	ESCROW-BONDS POSTED-DEFENDENTS	(11.10)
100-260-114	ESCROW:FUTURE PARK LAND	0.00
100-260-115	ESCROW:TEDC FOR LAND PURCHASE	0.00
100-260-116	ESCROW - TREE REPLACEMENT PARK	0.00
100-260-117	ESCROW-WEATHERIZATION PROGRAM	0.00
100-260-118	ESCROW-MOODY MUSEUM	0.00
100-260-120	RESERVE-PAVING ESCROW	0.00
100-260-121	RESERVE FOR CAPITAL OUTLAY	0.00
100-265-100	RESTRICTED PORTION FUND BA	0.00
100-270-100	FUND BALANCE	4,029,763.43
100-280-100	ASSIGNED FUND BALANCE	32,396.29
	TOTAL BEGINNING EQUITY	4,062,148.62
	TOTAL REVENUE	7,990,338.64
	TOTAL EXPENSES	7,969,608.42
	TOTAL INCREASE/(DECREASE) IN FUND BAL.	20,730.22
	TOTAL EQUITY & FUND BALANCE	4,082,878.84
	TOTAL LIABILITIES, EQUITY & FUND BALANCE	2 4,342,020.13

BALANCE SHEET

AS OF: MAY 31ST, 2014

119-TIF (TAX INCREMENT FUND)

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
119-100-102	CLAIM ON POOLED CASH	0.00	
119-100-115	TEXPOOL 246530004	618,754.92	
119-170-100	CURRENT YR RES FOR ENCUMBRANCE	0.00	
119-170-101	PRIOR YR RES FOR ENCUMBRANCE	0.00	
			618,754.92
TOTAL ASSETS			618,754.92
			=====
LIABILITIES			
=====			
119-200-110	CURRENT YEAR ENCUMBRANCE	0.00	
119-200-111	PRIOR YEAR ENCUMBRANCE	0.00	
119-200-500	ACCOUNTS PAYABLE PENDING	0.00	
TOTAL LIABILITIES			0.00
EQUITY			
=====			
119-270-100	FUND BALANCE	494,560.80	
TOTAL BEGINNING EQUITY		494,560.80	
TOTAL REVENUE		139,194.12	
TOTAL EXPENSES		15,000.00	
TOTAL INCREASE/(DECREASE) IN FUND BAL.		124,194.12	
TOTAL EQUITY & FUND BALANCE			618,754.92
TOTAL LIABILITIES, EQUITY & FUND BALANCE			618,754.92
			=====

BALANCE SHEET

AS OF: MAY 31ST, 2014

120-HOTEL/MOTEL FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
120-100-102	CLAIM ON POOLED CASH	102,507.67	
120-120-103	MISC ACCOUNTS RECEIVABLE	0.00	
120-170-100	CURRENT YR RES FOR ENCUMBRANCE	0.00	
120-170-101	PRIOR YR RES FOR ENCUMBRANCE	0.00	
			102,507.67
TOTAL ASSETS			102,507.67
			=====
LIABILITIES			
=====			
120-200-110	CURRENT YEAR ENCUMBRANCE	0.00	
120-200-111	PRIOR YEAR ENCUMBRANCE	0.00	
120-200-500	ACCOUNTS PAYABLE PENDING	0.00	
TOTAL LIABILITIES			0.00
EQUITY			
=====			
120-270-100	FUND BALANCE	97,022.93	
TOTAL BEGINNING EQUITY		97,022.93	
TOTAL REVENUE		40,561.84	
TOTAL EXPENSES		35,077.10	
TOTAL INCREASE/(DECREASE) IN FUND BAL.		5,484.74	
TOTAL EQUITY & FUND BALANCE			102,507.67
TOTAL LIABILITIES, EQUITY & FUND BALANCE			102,507.67
			=====

BALANCE SHEET

AS OF: MAY 31ST, 2014

121-TEXAS CAPITAL FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
=====				
121-100-102	CLAIM ON POOLED CASH	4,252.09		
121-160-206	TCF 718012,719132,721172	0.00		
			4,252.09	
	TOTAL ASSETS			4,252.09
				=====
LIABILITIES				
=====				
121-200-500	ACCOUNTS PAYABLE PENDING	0.00		
	TOTAL LIABILITIES		0.00	
EQUITY				
=====				
121-270-100	FUND BALANCE	4,252.09		
	TOTAL BEGINNING EQUITY	4,252.09		
	TOTAL REVENUE	16,682.00		
	TOTAL EXPENSES	16,682.00		
	TOTAL INCREASE/(DECREASE) IN FUND BAL.	0.00		
	TOTAL EQUITY & FUND BALANCE		4,252.09	
	TOTAL LIABILITIES, EQUITY & FUND BALANCE			4,252.09
				=====

BALANCE SHEET

AS OF: MAY 31ST, 2014

123-MAIN STREET REVENUE FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
123-100-102	CLAIM ON POOLED CASH	2,271.37	
123-120-103	MISC ACCOUNTS RECEIVABLES	0.00	
123-170-100	CURRENT YR RES FOR ENCUMBRANCE	0.00	
123-170-101	PRIOR YR RES FOR ENCUMBRANCE	0.00	
			2,271.37
TOTAL ASSETS			2,271.37
			=====
LIABILITIES			
=====			
123-200-110	CURRENT YEAR ENCUMBRANCE	0.00	
123-200-111	PRIOR YEAR ENCUMBRANCE	0.00	
123-200-500	ACCOUNTS PAYABLE PENDING	0.00	
123-240-100	PRE-REGISTRATION FOR FESTIVAL	0.00	
TOTAL LIABILITIES			0.00
EQUITY			
=====			
123-270-100	FUND BALANCE	1,836.36	
TOTAL BEGINNING EQUITY			1,836.36
TOTAL REVENUE			38,209.93
TOTAL EXPENSES			37,774.92
TOTAL INCREASE/(DECREASE) IN FUND BAL.			435.01
TOTAL EQUITY & FUND BALANCE			2,271.37
TOTAL LIABILITIES, EQUITY & FUND BALANCE			2,271.37
			=====

BALANCE SHEET

AS OF: MAY 31ST, 2014

125-MUNICIPAL CRT SPECIAL FEE

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
125-100-102	CLAIM ON POOLED CASH	96,084.96	
125-170-100	CURRENT YR RES FOR ENCUMBRANCE	(1,253.00)	
125-170-101	PRIOR YR RES FOR ENCUMBRANCE	1,253.00	
			96,084.96
TOTAL ASSETS			96,084.96
			=====
LIABILITIES			
=====			
125-200-110	CURRENT YEAR ENCUMBRANCE	(1,253.00)	
125-200-111	PRIOR YEAR ENCUMBRANCE	1,253.00	
125-200-500	ACCOUNTS PAYABLE PENDING	0.00	
TOTAL LIABILITIES			0.00
EQUITY			
=====			
125-270-100	FUND BALANCE	88,415.60	
TOTAL BEGINNING EQUITY		88,415.60	
TOTAL REVENUE		9,377.05	
TOTAL EXPENSES		1,707.69	
TOTAL INCREASE/(DECREASE) IN FUND BAL.		7,669.36	
TOTAL EQUITY & FUND BALANCE			96,084.96
TOTAL LIABILITIES, EQUITY & FUND BALANCE			96,084.96
			=====

BALANCE SHEET

AS OF: MAY 31ST, 2014

129-LIBRARY GRANT/DONATION

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
129-100-102	CLAIM ON POOLED CASH	13,747.76	
129-100-103	TEXSTAR: NOBLE TRUST - 3444	18,342.14	
129-100-108	TEXSTAR; NED REQUEST (LIBRARY)	316,079.79	
129-100-115	NOBLE TRUST: ACCT 2063352	0.00	
129-170-100	CURRENT YR RES FOR ENCUMBRANCE (	5,792.42)	
129-170-101	PRIOR YR RES FOR ENCUMBRANCE	1,436.37	
			343,813.64
TOTAL ASSETS			343,813.64
			=====
LIABILITIES			
=====			
129-200-110	CURRENT YEAR ENCUMBRANCE (	5,792.42)	
129-200-111	PRIOR YEAR ENCUMBRANCE	1,436.37	
129-200-233	OTHER A/P PENDING (AUDITOR) (	10,945.00)	
129-200-500	ACCOUNTS PAYABLE PENDING	10,945.00	
	TOTAL LIABILITIES (		4,356.05)
EQUITY			
=====			
129-270-100	FUND BALANCE	350,535.59	
	TOTAL BEGINNING EQUITY	350,535.59	
TOTAL REVENUE		520.27	
TOTAL EXPENSES		2,886.17	
	TOTAL INCREASE/(DECREASE) IN FUND BAL. (	2,365.90)	
TOTAL EQUITY & FUND BALANCE			348,169.69
TOTAL LIABILITIES, EQUITY & FUND BALANCE			343,813.64
			=====

BALANCE SHEET

AS OF: MAY 31ST, 2014

200-ROADWAY IMPACT FEE FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
200-100-102	CLAIM ON POOLED CASH	25,365.48	
			25,365.48
	TOTAL ASSETS		25,365.48
			=====
LIABILITIES			
=====			
200-200-500	ACCOUNTS PAYABLE PENDING	0.00	
	TOTAL LIABILITIES		0.00
EQUITY			
=====			
200-270-100	FUND BALANCE	65,856.73	
	TOTAL BEGINNING EQUITY	65,856.73	
	TOTAL REVENUE	7,762.90	
	TOTAL EXPENSES	48,254.15	
	TOTAL INCREASE/(DECREASE) IN FUND BAL. (	40,491.25)	
	TOTAL EQUITY & FUND BALANCE		25,365.48
	TOTAL LIABILITIES, EQUITY & FUND BALANCE		25,365.48
			=====

BALANCE SHEET

AS OF: MAY 31ST, 2014

300-MUNICIPAL DRAINAGE UTILIT

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
300-100-102	CLAIM ON POOLED CASH	453,438.72	
300-120-100	DRAINAGE RECEIVABLE	14,712.56	
300-120-130	ALLOWANCE FOR DOUBTFUL ACCTS	(597.28)	
300-160-206	FIXED ASSET-WORK IN PROGRESS	0.00	
300-170-100	CURRENT YR RES FOR ENCUMBRANCE	0.00	
300-170-101	PRIOR YR RES FOR ENCUMBRANCE	0.00	
300-190-103	ACCUMULATED DEPRECIATION	0.00	
		467,554.00	
	TOTAL ASSETS		467,554.00
			=====
LIABILITIES			
=====			
300-200-104	ACCRUED INTEREST PAYABLE	0.00	
300-200-110	CURRENT YEAR ENCUMBRANCES	0.00	
300-200-111	PRIOR YEAR ENCUMBRANCES	0.00	
300-200-233	OTHER A/P PENDING (AUDITOR)	0.00	
300-200-240	BOND PAYABLE - CURRENT	0.00	
300-200-300	RETAINAGE PAYABLE	0.00	
300-200-500	ACCOUNTS PAYABLE PENDING	0.00	
	TOTAL LIABILITIES		0.00
EQUITY			
=====			
300-250-100	CONTRIBUTED CAPITAL-DRAINAGE	0.00	
300-270-100	FUND BALANCE	450,114.49	
	TOTAL BEGINNING EQUITY	450,114.49	
	TOTAL REVENUE	174,862.43	
	TOTAL EXPENSES	157,422.92	
	TOTAL INCREASE/(DECREASE) IN FUND BAL.	17,439.51	
	TOTAL EQUITY & FUND BALANCE	467,554.00	
	TOTAL LIABILITIES, EQUITY & FUND BALANCE		467,554.00
			=====

BALANCE SHEET

AS OF: MAY 31ST, 2014

340-PUBLIC UTILITIES FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
=====		
340-100-100	PETTY CASH	1,350.00
340-100-101	CHASE WW&SS 97 ESCROW 201664.2	0.00
340-100-102	CLAIM ON POOLED CASH	521,122.68
340-100-103	INVESTMENTS - C O BONDS 2000	0.00
340-100-104	INVESTMENTS	0.00
340-100-105	CHASE #99-22784847	0.00
340-100-106	TEXPOOL 78404; 2465300002	0.00
340-100-107	TEXPOOL: 2465300012	324,732.86
340-100-108	CHASE GLOBAL #10203188.1	0.00
340-100-109	TEXPOOL 78404; 2465300008	0.00
340-100-110	TEXPOOL 78404; 2465300001	545,188.53
340-100-111	TEXSTAR 2010-340 (WATER)	0.00
340-100-112	TEXSTAR 2007-340	0.00
340-100-113	TEXSTAR 2006-000	0.00
340-100-114	PRINCOR: WATER/WASTEWATER	0.00
340-100-115	TEXSTAR 2010-340 (WASTEWATER)	0.00
340-100-116	MBIA TX-01-0247-0007	0.00
340-100-117	TEXPOOL 2465300010-2008 CO	0.00
340-120-100	ACCOUNTS RECEIVABLE	284,844.23
340-120-101	CURRENT REFUND PAYABLE	517.17
340-120-102	UNAPPLIED CREDITS	(17,109.22)
340-120-103	MISC. ACCOUNTS RECEIVABLE	1,949.59
340-120-104	AR - AUDIT ACCRUALS	30,165.24
340-120-130	ALLOWANCE-ACCTS. RECEIVABLE	(31,637.66)
340-140-100	INVENTORY	227,052.45
340-150-100	BOND ISSUANCE COSTS	0.00
340-150-105	DEFERRED AMT ON REFUNDING	176,395.54
340-160-100	LAND	457,201.00
340-160-200	BUILDINGS	6,363,714.34
340-160-206	FIXED ASSETS: WORK IN PROGRESS	2,704,197.87
340-160-225	PLANT DISTRIBUTION/COLLECTION	42,265,199.98
340-160-235	EQUIPMENT	916,398.17
340-170-100	CURRENT YR RES FOR ENCUMBRANCE	(145,430.15)
340-170-101	PRIOR YR RES FOR ENCUMBRANCE	124,353.42
340-180-100	PRE-PAID BRAZOS RIVER	0.00
340-180-101	PRE-PAID EXPENSES	0.00
340-190-100	DISCOUNT 1993 REFUNDING	0.00
340-190-101	DISCOUNT 93 CO	0.00
340-190-102	DEFERRED LOSS 93 REFUNDING	0.00
340-190-103	ACCUMULATED DEPRECIATION	(16,459,675.42)
		38,290,530.62
TOTAL ASSETS		38,290,530.62
=====		

BALANCE SHEET

AS OF: MAY 31ST, 2014

340-PUBLIC UTILITIES FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
LIABILITIES		
=====		
340-200-104	ACCRUED INTEREST PAYABLE	146,585.75
340-200-110	CURRENT YEAR ENCUMBRANCES (	145,430.15)
340-200-111	PRIOR YEAR ENCUMBRANCE	124,353.42
340-200-200	FICA AND MEDICARE PAYABLE (	831.14)
340-200-201	FEDERAL WITHHOLDING PAYABLE (	1,144.93)
340-200-202	TMRS PAYABLE	0.00
340-200-203	DEFERRED COMP PAYABLE	134.73
340-200-204	DEFERRED CHARGES	0.00
340-200-208	ACCRUED VACATION	19,912.33
340-200-209	CHILD SUPPORT PAYABLE	0.00
340-200-211	GARNISHMENTS PAYABLE	0.00
340-200-212	UNUM LIFE INS PAYABLE (	229.52)
340-200-213	TX DENTAL PLANS-AUSTIN PAYABLE	0.00
340-200-214	AFLAC PAYABLE	100.20
340-200-215	CLOTHES RENTAL PAYABLE	0.00
340-200-218	BLUE CHOICE PAYABLE	175.48
340-200-219	SCOTT & WHITE HEALTH PAYABLE (	2,747.25)
340-200-221	AMIL HEALTH PAYABLE	0.00
340-200-222	PRE-PAID LEGAL PAYABLE (	37.85)
340-200-223	GUARDIAN DENTAL	0.00
340-200-228	MISC. DEDUCTIONS PAYABLE	0.00
340-200-229	MET LIFE DENTAL PAYABLE (	135.78)
340-200-230	UNITED WAY PAYABLE (	1.00)
340-200-233	OTHER A/P PENDING (AUDITOR) (	15,805.47)
340-200-240	BONDS PAYABLE-CURRENT	0.00
340-200-300	RETAINAGE PAYABLE	0.00
340-200-500	ACCOUNTS PAYABLE PENDING	29,359.41
340-200-999	UNRECONCILED DIFFERENCES	0.00
340-210-100	UNAMORT. BOND DISCOUNT (	14,937.30)
340-210-101	BOND PREMIUMS	185,673.75
340-210-102	DEFERRED AMT ON REFUNDING (	41,941.77)
340-230-103	93 CERTIFICATE OF OBLIGATION	0.00
340-230-104	93 REFUNDING BONDS	0.00
340-230-105	94 CERTIFICATE OF OBLIGATION	0.00
340-230-106	96 CERTIFICATE OF OBLIGATION	0.00
340-230-107	97 2.95M REVENUE BONDS	0.00
340-230-109	CAPITAL LEASE BANC ONE NEMI	0.00
340-230-111	8.745M CO SERIES 2010 (6.11M)	4,175,000.00
340-230-112	3.5 M CO SERIES 2000	0.00
340-230-114	4.5M CO SERIES 2003 (65%)	295,022.00
340-230-115	4.2M COMB CO 2006 (4M)	4,000,000.00
340-230-116	10M COMB SERIES 2007 (7M)	7,000,000.00
340-230-117	9.615M COMB SERIES 08 (6.615M)	5,950,000.00
340-230-118	8.995 GO REFUNDING 2009	2,315,000.00
340-230-119	2.625 GO REF 2010	1,780,000.00
340-230-120	5.450M GO REF 2012 (1.460M)	1,440,000.00
340-240-100	METER DEPOSITS	366,026.39
340-240-101	UNCLAIMED FUNDS	2,956.69
340-240-102	DEFERRED REVENUE - CONST COSTS	0.00

BALANCE SHEET

AS OF: MAY 31ST, 2014

340-PUBLIC UTILITIES FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
340-240-120	ALLOWANCE FOR BAD DEBT	0.00	
	TOTAL LIABILITIES	27,607,057.99	
EQUITY			
=====			
340-250-100	CONTRIBUTED CAPITAL-WATER OPER	454,779.30	
340-250-101	CONTRIBUTED CAPITAL SEWER OPER	60,475.00	
340-270-100	FUND BALANCE	10,169,026.30	
	TOTAL BEGINNING EQUITY	10,684,280.60	
	TOTAL REVENUE	3,532,589.40	
	TOTAL EXPENSES	3,533,397.37	
	TOTAL INCREASE/(DECREASE) IN FUND BAL. (	807.97)	
	TOTAL EQUITY & FUND BALANCE	10,683,472.63	
	TOTAL LIABILITIES, EQUITY & FUND BALANCE	38,290,530.62	=====

BALANCE SHEET

AS OF: MAY 31ST, 2014

345-UTILITY IMPACT FEE FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
345-100-102	CLAIM ON POOLED CASH	260,428.27	
345-160-206	WORK IN PROGRESS	0.00	
345-170-100	CURRENT YR RES FOR ENCUMBRANCE	(1,411.60)	
345-170-101	PRIOR YR RES FOR ENCUMBRANCE	1,411.60	
		260,428.27	
TOTAL ASSETS			260,428.27
			=====
LIABILITIES			
=====			
345-200-110	CURRENT YEAR ENCUMBRANCE	(1,411.60)	
345-200-111	PRIOR YEAR ENCUMBRANCE	1,411.60	
345-200-233	OTHER A/P PENDING (AUDITOR)	0.00	
345-200-500	ACCOUNTS PAYABLE PENDING	0.00	
TOTAL LIABILITIES			0.00
EQUITY			
=====			
345-270-100	FUND BALANCE	350,079.45	
TOTAL BEGINNING EQUITY		350,079.45	
TOTAL REVENUE		14,537.50	
TOTAL EXPENSES		104,188.68	
TOTAL INCREASE/(DECREASE) IN FUND BAL.		(89,651.18)	
TOTAL EQUITY & FUND BALANCE		260,428.27	
TOTAL LIABILITIES, EQUITY & FUND BALANCE			260,428.27
			=====

BALANCE SHEET

AS OF: MAY 31ST, 2014

350-AIRPORT FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
=====		
350-100-102	CLAIM ON POOLED CASH	88,807.22
350-100-103	INVESTMENTS @ CHASE	0.00
350-100-104	CASH @ CHASE 099-22784847	0.00
350-100-105	2002 ESCROW 10202245.1	0.00
350-120-100	AIRPORT RECEIVABLES	3,564.84
350-120-101	REFUND CHECKS PAYABLE	0.00
350-120-103	MISC. ACCOUNTS RECEIVABLES	0.00
350-120-140	GRANTS RECEIVABLE	0.00
350-120-250	DUE FROM OTHER FUNDS (AUDITOR)	1,360.00
350-150-100	BOND ISSUANCE COSTS	0.00
350-150-105	DEFERRED AMT ON REFUNDING	8,642.71
350-160-100	LAND	859,833.00
350-160-200	T-HANGERS (BUILDINGS)	1,264,756.23
350-160-206	FIXED ASSETS:WORK IN PROGRESS	2,838.00
350-160-210	EQUIPMENT	121,904.00
350-160-300	RUNWAY	2,238,415.96
350-160-335	FIELD EQUIPMENT	0.00
350-170-100	CURRENT YR RES FOR ENCUMBRANCE	0.00
350-170-101	PRIOR YR RES FOR ENCUMBRANCE	0.00
350-190-103	ACCUMULATED DEPRECIATION	(1,150,720.89)
		3,439,401.07
TOTAL ASSETS		3,439,401.07
		=====
LIABILITIES		
=====		
350-200-100	ACCRUED ACCOUNTS PAYABLE	(60.44)
350-200-110	CURRENT YEAR ENCUMBRANCE	0.00
350-200-111	PRIOR YEAR ENCUMBRANCE	0.00
350-200-200	FICA AND MEDICARE PAYABLE	0.00
350-200-201	FEDERAL WITHHOLDING PAYABLE	0.00
350-200-202	TMRS PAYABLE	0.00
350-200-233	OTHER A/P PENDING (AUDITOR)	(617.76)
350-200-240	BONDS PAYABLE-CURRENT	0.00
350-200-500	ACCOUNTS PAYABLE PENDING	680.76
350-200-501	DUE TO FUND 100 (LOAN ADVANCE)	63,500.00
350-200-502	DUE TO FUND 100 (2ND LN ADV)	0.00
350-200-505	DUE TO OTHER FUNDS	19,710.00
350-210-100	UNAMORT. BOND DISCOUNT	10,324.11
350-230-101	LONG TERM DEBT	0.00
350-230-102	BOND PAYABLE-\$290K REF 2010	255,000.00
350-240-101	ACCRUED INTEREST PAYABLE	1,187.25
TOTAL LIABILITIES		349,723.92

BALANCE SHEET

AS OF: MAY 31ST, 2014

350-AIRPORT FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
EQUITY			
=====			
350-250-100	CONTRIBUTED CAPITAL GRANT	2,011,189.92	
350-250-101	CONTRIBUTED CAPITAL CITY	75,265.82	
350-280-100	RETAINED EARNINGS	540,507.57	
350-281-100	PRIOR PERIOD ADJUSTMENTS	442,482.09	
	TOTAL BEGINNING EQUITY	3,069,445.40	
	TOTAL REVENUE	303,984.68	
	TOTAL EXPENSES	283,752.93	
	TOTAL INCREASE/(DECREASE) IN FUND BAL.	20,231.75	
	TOTAL EQUITY & FUND BALANCE	3,089,677.15	
	TOTAL LIABILITIES, EQUITY & FUND BALANCE		3,439,401.07
			=====

BALANCE SHEET

AS OF: MAY 31ST, 2014

370-CEMETERY OPERATING FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
370-100-102	CLAIM ON POOLED CASH	272,367.75	
370-100-112	TEXSTAR: 2288-000	0.00	
370-120-103	MISC ACCOUNTS RECEIVABLES	0.00	
370-160-206	FIXED ASSETS-WORK IN PROGRESS	10,032.80	
370-170-100	CURRENT YR RES FOR ENCUMBRANCE	(522.00)	
370-170-101	PRIOR YR RES FOR ENCUMBRANCE	0.00	
370-190-103	ACCUMULATED DEPRECIATION	0.00	
		281,878.55	
	TOTAL ASSETS		281,878.55
			=====
LIABILITIES			
=====			
370-200-110	CURRENT YR ENCUMBRANCE	(522.00)	
370-200-111	PRIOR YEAR ENCUMBRANCE	0.00	
370-200-200	FICA & MEDICARE PAYABLE	0.00	
370-200-201	FEDERAL WITHHOLDING PAYABLE	0.00	
370-200-202	TMRS PAYABLE	0.00	
370-200-211	GARNISHMENTS PAYABLE	0.00	
370-200-218	BLUE CHOICE PAYABLE	0.00	
370-200-229	MET LIFE DENTAL PAYABLE	0.00	
370-200-233	OTHER A/P PENDING (AUDITOR)	(1,342.29)	
370-200-500	ACCOUNTS PAYABLE PENDING	10,409.10	
370-210-100	DUE TO CEMETERY LAND PURCHASE	203,944.99	
	TOTAL LIABILITIES		212,489.80
EQUITY			
=====			
370-270-100	FUND BALANCE	82,219.93	
	TOTAL BEGINNING EQUITY	82,219.93	
	TOTAL REVENUE	89,998.22	
	TOTAL EXPENSES	102,829.40	
	TOTAL INCREASE/(DECREASE) IN FUND BAL.	(12,831.18)	
	TOTAL EQUITY & FUND BALANCE		69,388.75
	TOTAL LIABILITIES, EQUITY & FUND BALANCE		281,878.55
			=====

BALANCE SHEET

AS OF: MAY 31ST, 2014

382-FLEET SERVICES OPERATING

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
=====		
382-100-102	CLAIM ON POOLED CASH	4,606.51
382-100-103	LASALLE BANK ESCROW #998	0.00
382-120-250	DUE TO OTHER FUNDS	8,213.00
382-160-206	ESCROW FOR EQUIPMENT PURCHASES	0.00
382-160-301	VEHICLES	0.00
382-160-303	OFFICE EQUIPMENT	0.00
382-160-305	FIELD EQUIPMENT	0.00
382-160-306	HEAVY EQUIPMENT	0.00
382-160-320	EQUIPMENT	0.00
382-170-100	CURRENT YR RES FOR ENCUMBRANCE	(24,625.89)
382-170-101	PRIOR YR RES FOR ENCUMBRANCE	905.00
382-190-103	ACCUMULATED DEPRECIATION	0.00
		(10,901.38)
TOTAL ASSETS		(10,901.38)
		=====
LIABILITIES		
=====		
382-200-110	CURRENT YEAR ENCUMBRANCE	(24,625.89)
382-200-111	PRIOR YEAR ENCUMBRANCE	905.00
382-200-200	FICA AND MEDICARE PAYABLE	0.00
382-200-201	FEDERAL WITHHOLDING PAYABLE	0.00
382-200-202	TMRS PAYABLE	(0.01)
382-200-203	DEFERRED COMPENSATION PAYABLE	0.00
382-200-208	ACCRUED VACATION	2,985.27
382-200-212	UNUM LIFE INSURANCE PAYABLE	(1.22)
382-200-214	AFLAC PAYABLE	87.66
382-200-215	CLOTHES RENTAL PAYABLE	0.00
382-200-218	BLUE CHOICE PAYABLE	0.00
382-200-219	SCOTT & WHITE HEALTH PAYABLE	0.00
382-200-222	PRE-PAID LEGAL PAYABLE	51.80
382-200-229	MET LIFE DENTAL PAYABLE	0.00
382-200-233	OTHER A/P PENDING (AUDITOR)	(2,723.96)
382-200-500	ACCOUNTS PAYABLE PENDING	5,946.02
TOTAL LIABILITIES		(17,375.33)
EQUITY		
=====		
382-260-121	RESERVE:FUTURE EQUIP PURCHASES	0.00
382-270-100	FUND BALANCE	(378.44)
TOTAL BEGINNING EQUITY		(378.44)
TOTAL REVENUE		474,754.35
TOTAL EXPENSES		467,901.96
TOTAL INCREASE/(DECREASE) IN FUND BAL.		6,852.39
TOTAL EQUITY & FUND BALANCE		6,473.95
TOTAL LIABILITIES, EQUITY & FUND BALANCE		(10,901.38)
		=====

BALANCE SHEET

AS OF: MAY 31ST, 2014

384-FLEET REPLACEMENT FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
384-100-102	CLAIM ON POOLED CASH	(257,425.31)	
384-120-103	MISC ACCOUNTS RECEIVABLES	0.00	
384-140-100	PREPAID CAP LEASE	28,814.70	
384-160-320	MACHINERY & EQUIPMENT	2,021,338.42	
384-170-100	CURRENT YR RES FOR ENCUMBRANCE	(472,244.24)	
384-170-101	PRIOR YR RES FOR ENCUMBRANCE	526,648.24	
384-190-103	ACCUMULATED DEPRECIATION	(1,238,086.02)	
		609,045.79	
	TOTAL ASSETS		609,045.79
			=====
LIABILITIES			
=====			
384-200-104	ACCRUED INTEREST PAYALBE	0.00	
384-200-110	CURRENT YEAR ENCUMBRANCE	(417,840.24)	
384-200-111	PRIOR YEAR ENCUMBRANCE	472,244.24	
384-200-500	ACCOUNTS PAYABLE PENDING	0.00	
384-200-505	DUE FROM OTHER FUNDS	9,573.00	
384-230-115	CAPITAL LEASE PAYABLE-CURRENT	0.00	
384-230-120	CAP LEASE PAYABLE-NONCURRENT	191,769.05	
384-240-101	ACCRUED INTEREST PAYABLE	6,262.46	
	TOTAL LIABILITIES	262,008.51	
EQUITY			
=====			
384-270-100	FUND BALANCE	337,629.17	
	TOTAL BEGINNING EQUITY	337,629.17	
	TOTAL REVENUE	118,210.00	
	TOTAL EXPENSES	108,801.89	
	TOTAL INCREASE/(DECREASE) IN FUND BAL.	9,408.11	
	TOTAL EQUITY & FUND BALANCE	347,037.28	
	TOTAL LIABILITIES, EQUITY & FUND BALANCE		609,045.79
			=====

05/31/14

Attachment E
Sales Tax Tracking Report

City of Taylor

Sales Tax Tracking (City's Portion) - FY 2013-14

Monthly

	2004-05	2005-06	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	\$ Difference from Prior Year Amount	% from Pr. Yr. Actual
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual		
October	148,904	136,820	178,753	223,478	177,998	164,555	158,062	177,106	244,104	199,717	-44,387	-18.2%
November	217,691	216,476	278,949	276,383	235,220	211,014	232,195	215,917	221,342	229,690	8,348	3.8%
December	141,397	145,072	186,624	268,939	174,114	172,197	153,524	165,918	187,866	203,376	15,509	8.3%
January	147,119	162,339	221,297	231,952	175,991	175,247	164,882	167,144	202,212	198,695	-3,517	-1.7%
February	282,883	266,616	321,948	454,332	269,362	271,256	240,568	249,943	259,618	280,371	20,754	8.0%
March	162,227	152,344	177,904	212,501	153,137	141,801	148,006	154,766	161,456	186,119	24,663	15.3%
April	130,669	132,955	203,303	225,431	148,242	131,709	142,415	167,990	200,410	188,725	-11,685	-5.8%
May	203,911	248,743	279,416	292,008	216,214	254,676	247,203	242,853	246,059	272,415	26,356	10.7%
June	130,711	165,996	276,395	233,795	177,246	162,137	159,853	173,984	190,426			
July	137,011	186,325	306,169	234,836	170,014	139,020	156,841	184,660	198,208			
August	238,238	242,789	348,341	246,376	225,047	215,303	234,641	227,896	236,448			
Sept.	145,130	167,305	224,425	203,520	158,634	164,093	156,022	187,535	199,083			
% Monthly Increase over prior year	-9.0%	15.3%	34.1%	-9.3%	-22.1%	3.4%	-4.9%	20.2%	27.6%	1,759,107	\$ 36,040	

Cumulative Year -to- Date on Actual

	2004-05	2005-06	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	\$ Difference from Prior Year Amount	% from Pr. Yr. Actual
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual		
October	148,904	136,820	178,753	223,478	177,998	164,555	158,062	177,106	\$ 244,104	\$ 199,717	-44,387	-22.2%
November	\$ 366,595	353,296	457,702	499,862	413,218	375,569	390,257	393,023	465,446	\$ 429,407	-36,039	-8.4%
December	\$ 507,992	498,368	644,326	768,800	587,332	547,766	543,781	558,941	653,313	\$ 632,783	-20,530	-3.2%
January	\$ 655,111	660,707	865,623	1,000,752	763,323	723,013	708,663	726,085	855,524	\$ 831,478	-24,047	-2.9%
February	\$ 937,994	927,323	1,187,571	1,455,084	1,032,685	994,270	949,231	976,028	1,115,142	\$ 1,111,849	-3,293	-0.3%
March	\$ 1,100,221	1,079,667	1,365,475	1,667,585	1,185,823	1,136,071	1,097,237	1,130,794	1,276,598	\$ 1,297,968	21,370	1.6%
April	\$ 1,230,890	1,212,622	1,568,778	1,893,017	1,334,065	1,267,780	1,239,651	1,298,784	1,477,008	\$ 1,486,692	9,685	0.7%
May	\$ 1,434,801	1,461,365	1,848,194	2,185,024	1,550,279	1,522,456	1,486,854	1,541,637	1,723,067	\$ 1,759,107	36,040	2.0%
June	\$ 1,565,512	1,627,361	2,124,589	2,418,819	1,727,525	1,684,593	1,646,707	1,715,621	1,913,493			
July	\$ 1,702,523	1,813,686	2,430,758	2,653,655	1,897,540	1,823,613	1,803,548	1,900,280	2,111,701			
August	\$ 1,940,761	2,056,475	2,779,099	2,900,031	2,122,587	2,038,916	2,038,189	2,128,176	2,348,148			
Sept.	\$ 2,085,891	2,223,780	3,003,524	3,103,551	2,281,221	2,203,009	2,194,211	2,315,711	2,547,231			
% Y-T-D Increase over prior year	10.0%	6.6%	35.1%	3.3%	-26.5%	-3.4%	-0.4%	5.5%	10.0%			

05/31/14

Attachment F
Listing of Current Investments

Monthly Financial Report - Attachment F

City of Taylor

Summary of Security Investments - As of 5/31/2014

Source of Funds	Fund Type*	Investment Instruments	ACCT/CUSIP Number	Invest. Type**	Settlement Date	Coupon Rate	Yield Rate	Weighted Average Maturity	Maturity/ Call Date	Paid Principal/ Current Balance	Market Value	Interest	
												Month	FY to-Date
General Fund													
GF -Pooled Cash	F1	TexPool	2465300006	I 4	-	-	0.0239%	52	-	\$ 4,685,245	\$ 4,685,245	99	935
General Fund	F1	Princor Portfolio	6FR-139362	I 2	-	-	0.5623%	559	-	\$ 677,442	\$ 677,442	224	10,901
General Fund	F1	City-Money Market	4260618	I 5	-	-	0.0100%		-	\$ 12,223	\$ 12,223	0	1
Library - (Noble)	F6	TexStar	2460634440	I 4	-	-	0.0273%	52	-	\$ 18,342	\$ 18,342	0	4
CO Series 2010 (Const)	F2	TexStar	2460610162	I 4	-	-	0.0273%	52	-	\$ 2,051,786	\$ 2,051,786	48	499
Ned Bequest - Moody	F6	TexStar	2460610100	I 4	-	-	0.0273%	52	-	\$ 254,505	\$ 254,505	6	61
Ned Bequest - Library	F6	TexStar	2460610129	I 4	-	-	0.0273%	52	-	\$ 316,080	\$ 316,080	7	76
CO Series 2012 (Const)	F2	TexPool	2465300013	I 4	-	-	0.0239%	52	-	\$ 983,483	\$ 983,483	20	225
CO Series 2012 (MDUS)	F2	TexPool	2465300014	I 4	-	-	0.0239%	52	-	\$ 526,828	\$ 526,828	11	121
2013 Combination Cos	F2	TexStar	2460613165	I 4	-	-	0.0273%	52	-	\$ 2,974,879	\$ 2,974,879	69	710
Nancy Moody Bequest	F6	TexPool	2465300015	I 4	-	-	0.0239%	52	-	\$ 50,016	\$ 50,016	1	11
General Fund - I & S	F4	TexPool	2465300003	I 4	-	-	0.0239%	52	-	\$ 1,691,839	\$ 1,691,839	35	219
Subtotal General Fund										\$ 14,242,668	\$ 14,242,668	520	13,764
Special Revenue-Tax Increment Fund													
TIF	F6	TexPool	2465300004	I 4			0.0239%	52	-	\$ 618,755	\$ 618,755	12	116
Subtotal TIF Funds										\$ 618,755	\$ 618,755	12	116
Utility Funds													
Water Fund	F1	TexPool	2465300001	I 4	-	-	0.0239%	52	-	\$ 545,189	\$ 545,189	11	125
Water Tower Rent	F3	TexPool	2465300012	I 4	-	-	0.0239%	52	-	\$ 324,733	\$ 324,733	7	70
Subtotal Utility Funds										\$ 869,921	\$ 869,921	65	318
CemeteryFund													
PermanentTrust Fund	F3	TexPool	2465300007	I 4	-	-	0.0239%	52	-	\$ 101,270	\$ 101,270	2	23
Permanent Fund	F3	Princor Portfolio	6FR-139222	I 2	-	-	0.9170%	485	-	\$ 658,548	\$ 658,548	2,785	16,232
Permanent Fund	F2	Texas Class	TX-01-0247-0006	I 4	-	-	0.1000%	55	-	\$ 30,549	\$ 30,549	2	19
Cemetery Operating Fund (Noble)	F6	TexStar (Noble)	2460622880	I 4	-	-	0.0273%	52	-	\$ 184,424	\$ 184,424	4	44
Subtotal Cemetery Funds										\$ 974,791	\$ 974,791	2,794	16,319
Total All Funds										\$ 16,706,136	\$ 16,706,136	3,391	30,517

Monthly Financial Report - Attachment F
City of Taylor
Summary of Security Investments - As of 5/31/2014

*Fund Types:	
Code	Description:
F1	Current Operating Funds
F2	Bond Proceeds
F3	Repair/Replacement Funds
F4	Debt Service Funds
F5	Bond Reserve Funds
F6	Operating Reserve Funds

**Investment Types:			
Code	Description:	% Authorized	Current %
I 1	U.S. Treasuries (Notes,Bills, Bonds)	100%	0%
I 2	U.S. Agencies & Instrumentalities	80%	8%
I 3	Certificates of Deposit	50%	0%
I 4	Eligible Investment Pools	100%	92%
I 5	Money Market Mutual Funds	50%	0.07%
I 6	Repurchase Agreements	50%	0%
I 7	Commercial Paper	65%	0%
		Total	100%

Book Value:	As of 5/31/2014	As of 04/30/14	Change
I 1 \$	-	\$ -	\$ -
I 2 \$	1,335,990	\$ 1,331,868	\$ 4,123
I 3 \$	-	\$ -	\$ -
I 4 \$	15,357,922	\$ 15,177,287	\$ 180,635
I 5 \$	12,223	\$ 12,223	\$ -
I 6 \$	-	\$ -	\$ -
I 7 \$	-	\$ -	\$ -
Total Book Value	\$ 16,706,136	\$ 16,521,378	\$ 184,758

Market Value:	As of 5/31/2014	As of 04/30/14	Gain/(Loss)
I 1 \$	-	\$ -	\$ -
I 2 \$	1,335,990	\$ 1,331,868	\$ 4,123
I 3 \$	-	\$ -	\$ -
I 4 \$	15,357,922	\$ 15,177,287	\$ 180,635
I 5 \$	12,223	\$ 12,223	\$ -
I 6 \$	-	\$ -	\$ -
I 7 \$	-	\$ -	\$ -
Total Market Value	\$ 16,706,136	\$ 16,521,378	\$ 184,758

Certification:

This is to certify that the Investment Report submitted herewith complies in all respects with the Public Funds Investment Act Sec 2256 of the Local Government Code and Resolution No. R13-14 of the City of Taylor.

 6/19/14
Investment Officer: _____ Date

Investment Officer: _____ Date



City Council Meeting
June 26, 2014
Agenda Item Transmittal

Agenda Item #: 5

Agenda Title: Consider confirming Interim City Manager reappointment of Leland Enochs to the Civil Service Commission.

Council Action to be taken: Confirm reappointment of Leland Enochs for a 3 year appointment

Initiating Department: City Management & Human Resources

Staff Contact: Starla Hall
Human Resources/Civil Service Director

1. INTRODUCTION/PURPOSE

The purpose of this item on the agenda is to reappoint Mr. Leland Enochs to the Civil Service Commission. His three year appointment expires on July 8, 2014.

2. DESCRIPTION/ JUSTIFICATION

Background

The Civil Service Commission consists of three members appointed by the municipality's chief executive and is confirmed by the governing body of the municipality. The City Council confirmed the initial appointments of Leland Enochs, Mary Chapa and Leon Nickerson to the Civil Service Commission on July 8, 2004. Members served staggered three-year terms with the term of one member expiring each year. In making the initial appointments, the chief executive shall designate one member to serve a one-year term, one member to serve a two-year term, and one member to serve a three-year term. The appointments were made as indicated below on July 8, 2004:

Leland Enochs	1 year appointment
Mary Chapa	2 year appointment
Leon Nickerson	3 year appointment (term expired as of July 7, 2010)
Clarence Tolliver, Sr.	3 year appointment on July 8, 2010 (replaced Nickerson)

Issues and Analysis

According to Section 143.006(c-1) Civil Service, Local Government Code, the municipality's chief executive may reappoint a commission member to consecutive terms. A commission member may not be reappointed to more than a third consecutive term unless the member's reappointment to a fourth or subsequent consecutive term is confirmed by a two-thirds majority of all the members of the municipality's governing body. If the City Council confirms the reappointment of Mr. Enochs he will begin serving his fifth consecutive term. Initial appointment was from 7-8-04 to 7-8-05, second term 7-8-05 to 7-8-08, third term 7-8-08 to 7-8-11 and fourth term 7-8-11 to 7-8-14.

During the time period of January 19, 2011 to March 19, 2014, the Civil Service Commission met 18 times and Mr. Enochs never missed a meeting. Meetings are scheduled on as needed basis therefore no set date is scheduled each month.

3. FINANCIAL/BUDGET

There is no financial impact on the City's budget due to the Civil Service Commission not receiving any pay for their services.

4. TIMELINE CONSIDERATIONS

Mr. Enochs' term will expire on July 8, 2014.

5. RECOMMENDATION

Mr. Enochs has agreed to serve one more term on the Civil Service Commission. We recommend that the City Council confirm the reappointment of Mr. Enochs to the Civil Service Commission for a three year term.

6. REFERENCE FILES

5a. [Civil Service Commission Attendance](#)

Civil Service Commission Attendance

Commissioner Name	07/29/2008	09/29/2008	11/19/2008		01/21/2009	02/10/2009	03/23/2009	05/22/2009	11/09/2009	12/10/2009
Mary Chapa	√	√	√		√	√	√	√	√	√
Leland Enochs	√	√	√		√	√	√	√	√	√
Leon Nickerson	√		√			√		√		
Clarence Tolliver	Appointed to Civil Service Commission on 7-8-10					--	--	--	--	--

Commissioner Name	01/15/2010	09/09/2010	10/15/2010		01/19/2011	02/16/2011	04/19/2011	06/22/2011	09/07/2011	11/30/2011
Mary Chapa	√		√		√	√		√		√
Leland Enochs	√	√	√		√	√	√	√	√	√
Clarence Tolliver	--	√	√		√	√	√	√	√	√

Commissioner Name	01/31/2012	03/21/2012	05/23/2012	09/07/2012	11/19/2012	12/04/2012
Mary Chapa	√	√		√		√
Leland Enochs	√	√	√	√	√	√
Clarence Tolliver	√	√	√	√		√

Commissioner Name	01/30/2013	04/30/2013	07/03/2013	11/22/2013
Mary Chapa	√	√	√	√
Leland Enochs	√	√	√	√
Clarence Tolliver	√	√	√	√

Commissioner Name	01/17/2014	03/19/2014				
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Mary Chapa	√	√				
Leland Enochs	√	√				
Clarence Tolliver		√				



***City Council Meeting
June 26, 2014
Agenda Item Transmittal***

Agenda Item #: 6
Agenda Title: Consider recommendation by the Taylor Tax Increment Finance (TIF) Advisory Board to hire Design Workshop, Inc. to create a Downtown Master Plan.

Council Action to be taken: Approve, deny, table

Initiating Department: Planning and Development

Staff Contact: Bob van Til, Director

1. INTRODUCTION/PURPOSE

Members of the Main Street Board/TIF Board contacted Design Workshop, Inc. and requested a scope of work to prepare a Downtown Master Plan for down town Taylor.

2. DESCRIPTION/ JUSTIFICATION

On May 22, 2014 staff provided an update to the Council regarding Heritage Square. During the discussion, Council mentioned the possibility of an urban planner to assist with additional planning efforts relating to the park.

Members of the Main Street Advisory Board approached a planning firm, Design Workshop, Inc. to assist with this project. The firm presented a proposal for planning efforts in the Downtown area.

A summary of the proposed planning process and outcomes includes:

1. Vision, goals, and critical success factors for the Plan,
2. Inventory of existing conditions,
3. Market assessment,
4. Identifying the values of the community that can be expressed in the design of the built environment,
5. New gateways/signage into the Downtown will be explored,
6. Heritage Square concept.
7. Strategies for improving streetscape transportation and parking in the Downtown that directly correlates to the future land use, parks and open spaces, and downtown gateways plan,
8. Vision and implementation key findings,

Previous Planning efforts affecting the Downtown area:

1. Nine Block Small Area Plan of Downtown (2010-2011) – Komatsu; includes plans for Heritage Square and the 1935 City Hall
2. The Retail Coach; Retail Gap Analysis (2012) – retail leakage
3. Buxton Report (2004-2006) – retail leakage
4. Comprehensive Plan (2004) – Wilbur Smith, Angelou Economics (Economic Development Component), and Carter and Burgess (parks and recreation component).

Mr. Hile and Mr. Humphries, members of the Main Street Advisory Board, will address the Council regarding this request. A representative from Design Workshop, Mr. Spear, will also be available to address the Council.

3. FINANCIAL/BUDGET

The cost for the basic services is \$99,800, with a \$10,000 payment due when the agreement is signed by the City. Additional services will be billed in addition to the basic services fee, if needed.

The current estimated balance in the TIF account is ~\$608,000.

4. TIMELINE CONSIDERATIONS

The agreement stipulates that the plan will be complete in eight to ten weeks from the notice to proceed.

5. RECOMMENDATION

On June 10, 2014 the TIF Advisory Board met and recommended that the City approve hiring Design Workshop, Inc. to prepare a Downtown Mater Plan.

6. REFERENCE FILES

6a. [Design Workshop proposal](#)

6b. [Presentation](#)

Examples of Design Workshop, Inc. projects:

6c1. [Hempstead](#)

6c2. [Lewisville](#)

6c3. [Grand Junction](#)

PROJECT DESCRIPTION

Design Workshop is pleased to submit a proposal for the Downtown Master Plan of Taylor, Texas. This plan will provide a framework for growth while preserving historical character as redevelopment begins in the core of the city. It will be successful because we will begin with the end in mind. Our DW Legacy Design® quadruple bottom line approach includes economics, community, environment and aesthetics to ensure a comprehensive and sustainable product. We believe that the best solutions are those that come from engaging all interested stakeholders in an inclusive and transparent process. As our name implies, we also believe in the concept of collaborative design and engaging all stakeholders early and throughout every stage of the project. All of these elements combined give the foundation that the Taylor Downtown Master Plan will successfully integrate and balance financial and market considerations with the political aspects related to successful implementation. Design Workshop understands that the priority catalyst concepts that should come from this plan include Heritage Square, wayfinding and signage, parking and streetscape enhancements and development catalyst projects. It is important to understand that this scope of service will yield conceptual ideas and a supported foundation for next steps toward implementation. Full design and construction drawings for any proposed improvements are not part of this contract.

The project boundary for the Downtown Master Plan includes land between 1st Street on the south, 7th Street on the north, Washburn Street on the east, Vance Street on the west, an extension west on 2nd Street to Doak Street, and an extension south on Main Street to Rio Grande Street. See **Attachment A: Project Boundary**. Any change to this project boundary must be approved in advance by the City and Contractor and may require an amendment to the contract.

All deliverables will be in PDF format for the City to print unless noted otherwise.

1 PROJECT KICK-OFF

Task 1.1 – Strategic Kick-Off Meeting and Walking Tour

During a half-day Strategic Kick-Off meeting, the Design Workshop team will meet with City staff to finalize a schedule for the project as well as expectations for the effort. The kick-off meeting will also determine the vision, goals and critical success factors for the Downtown Master Plan. We will solidify the consultant team's project approach, scope of services, verify key deliverables, identify data needs and confirm which stakeholders should be engaged in the master planning process.

The project kick-off will conclude with a Walking Tour of the downtown area. This tour provides additional opportunities for members of the consultant team and representatives from City departments to further discuss goals for the project. The consultant team will document, with photographs, the current status and condition of the downtown. This photographic inventory shall be used during subsequent analysis tasks and incorporated into presentation graphics for community workshops and the master plan document.

Task 1.1 Deliverables

- Agenda for Strategic Kick-Off Meeting
- Strategic Kick-Off Meeting
- Walking Tour Photo library
- Meeting record

Task 1.2 – Project Management Plan

To enhance day-to-day performance assessment, and project progress, Design Workshop has established a standard Project Management Plan (PMP) that reinforces collaboration and knowledge sharing. Following the Strategic Kick-Off meeting, Design Workshop will deliver a refined PMP that is supported by the following documents:

- Client Vision and Critical Success Factors (CSFs)
- Work Plans and Tasks
- Roles and Responsibilities
- Communications Plan

- Risk Management Plan
- Quality Management Plan

The Design Workshop team will use the PMP to manage the project and ensure that a product of the highest caliber and quality is delivered on time and on budget. It is essential that the City and community stakeholders review and agree with the draft versions of the planning directions and concept master plan before the team moves into subsequent, more detailed tasks. We have successfully used the PMP in both small and large scale community planning projects to monitor project performance and ensure quality. A senior staff member of Design Workshop oversees each project from the beginning to review all deliverables, written documents, and technical information at key points before they are presented publicly.

Task 1.2 Deliverables

- Project Management Plan
- Ongoing coordination with team (email, phone, etc.)
- Participation in bi-weekly conference calls (as applicable)

Task 1.3 - Stakeholder Engagement Strategy

The Design Workshop team believes that an essential part of a successful planning effort is identifying and capturing a commonly held vision for the project that embraces the best thinking of the project leaders, stakeholders and community. Forty years of experience in leading public engagement processes has taught us that engaging the collective wisdom of a community to create a project vision will result in civic pride and ownership, and gain the valuable buy-in that contributes to a project's long-term success. However, it is understood that this outreach will be limited and build from the results of TEEX survey that has been provided to us by the City.

Design Workshop will work with City representatives to develop a Stakeholder Engagement Strategy (SES) for the master planning effort. Our team employs a variety of community engagement tools to achieve implementable plans and successful outcomes. These tools may include in-person stakeholder interviews, community workshops, keypad polling, focus group exercises, prioritization exercises, participatory budgeting games or online surveys. We also specialize in the creation of interactive, online websites (such as MindMixer) and surveys (such as SurveyMonkey or MetroQuest) that engage a broader audience and provide a convenient platform for stakeholders to participate in the visioning and master planning process at times that are convenient for them. The potential for using Design Workshop's online engagement technologies and services can be discussed at the Strategic Kick-Off as the client and consultant team narrow goals for the project and finalize an agreed upon scope of work.

The SES will ensure a high level of communication throughout the process by considering early the best methods of informing and involving the stakeholders about the planning process. By creating consensus, we will assure that the plan is well received thereby increasing the likelihood of smooth implementation. Most importantly, this SES will encourage participation in the project at all levels of the community and create and sustain a message platform that proactively communicates the vision, benefits, progress, and impact of the Taylor Downtown Master Plan to the City's constituents.

Task 1.3 Deliverables:

- Stakeholder Engagement Strategy (SES)

Task 1.4 – Project Book Standards

As the final project book for a master plan is the most important and lasting deliverable, Design Workshop implements Project Book Standards that ensure the process runs smoothly and that clients receive a desired, high-quality end product. An overall plan for the document will be discussed at the Strategic Kick-Off meeting. A sample of the Project Book Standards that Design Workshop may use for the Taylor Downtown Master Plan can be seen in **Attachment B: Project Book Standards**. Document is subject to change.

Task 1.4 Deliverables:

- Project Book Standards

2 EXISTING CONDITIONS ASSESSMENT

Task 2.1 - Site Analysis

The Design Workshop team will perform an existing conditions assessment, which will review the downtown area's development history, the local and regional demographic and economic trends, and the pertinent local and state plans. Our overall recommendations will provide conclusions for the City concerning recommended positioning as Taylor continues to experience growth in the near future. The consultant team will gather information and evaluate the following existing conditions:

- Land uses and zoning
- Primary roadway compositions (including bicycle/pedestrian/ networks)
- General pedestrian environment inventory (sidewalks, site furniture, landscaping amenities and materials)
- Traffic operational conditions during the peak periods based on previous area studies and field observation. Bottlenecks to vehicular operation will be identified and areas where improvements can be made will be defined. Opportunities for alternate travel modes (pedestrian and bicycles) will be evaluated for feasibility and general connectivity. Locations of key utilities and drainage infrastructure
- Wayfinding and signage inventory
- Viewsheds and character zones (key historic architecture and landmarks)
- Review of applicable plan documents and past initiatives including the Main Street Program, Downtown Master Plan of 2004, Downtown Small Area Master Plan 2011, or other documents provided by the client. It is assumed that applicable Geographic Information Systems (GIS) mapping data is available either through the City or Williamson County.

Task 2.1 Deliverables

- Summary of site analysis (8.5" x 11" size; color; up to five (5) pages in length)

Task 2.2 – Values Workshop

Building from the TEEEX report, the Design Workshop team will formulate strategic implementation recommendations from a thorough understanding of what community members envision for the Downtown Master Plan. What does the community cherish and value most? How can their values be expressed in the design of the built environment? Citizens need to feel that their vision and ideas have been heard, and be able to see that these aspects have formed the resulting master plan. The master plan needs to have sufficient community buy-in so that leaders and decision makers feel confident that the public process will garner the political support required for implementation.

To achieve these goals, the Design Workshop team will conduct a one-day Values Workshop that includes opportunities for public participation in the form of targeted focus group discussions, keypad polling and a public open house at the conclusion of the workshop. We will conduct up to four (4) focus groups during the course of the Values Workshop. Potential stakeholder focus groups for the Taylor Downtown Master Plan may include:

- Elected officials and governmental representatives;
- Non-residential property owners;
- Residential property owners;
- Vacant landowners;
- Local non-profits;
- Commuter and mobility interests (such as TxDOT);
- Civic institutions (such as schools, colleges, hospitals or libraries);
- Economic development and real estate interests;
- Community- or faith-based organizations;
- Non-profit entities; or
- Others deemed important to the process.

The purpose of the workshop will be to bring the community and stakeholders together, inform them of the planning process and milestones for ongoing input, identify opportunities and constraints within the project area and to discuss their vision for land uses, open space, parking, and transportation alternatives for the area. The Design Workshop team will provide relevant existing conditions assessment information from the site analysis, review the project scope and schedule, and facilitate a dialogue about desires and concerns to achieve consensus on a vision. Design Workshop will not be responsible for invitations or advertising for the event or the event location.

Task 2.2 Deliverables

- Agenda for Values Workshop
- Values Workshop presentation materials
- Values Workshop meeting (up to four (4) focus groups and one (1) public open house)
- Summary of key findings from Values Workshop (8.5" x 11" size; color; up to three (3) pages in length)

3 NEEDS ASSESSMENT

Task 3.1 – Market Assessment

For whom is this plan being written? Is it designed to attract a particular buyer or investor to the area? The team must know who the future downtown resident, employer, or visitor is to ensure the plan addresses their needs adequately. Understanding the market potential will ensure the plan is realistic and implementable.

The Design Workshop team's expertise in market assessments will inform the City and consultant team as to the market demand for development. We will use existing and secondary data sources to examine employment trends, population and household growth trends; household distribution by age, income, and type as well as retail expenditures. This will be critical to ensuring the Taylor Downtown Master Plan reflects the desires of this market and trends currently underway in the Central Texas region. Our market assessment will find out appropriate land use that can instigate economic development, identify potential catalyst project sites downtown, and inform recommendations regarding transportation linkages to and public/private investments in such catalyst sites.

Task 3.1 Deliverables

- Matrix of feasible real estate development potential, product types, and market positioning and absorption over current and future conditions for up to two (2) catalyst sites

Task 3.2 - Land Use and Development Patterns

The Design Workshop team will take the analysis information and public input and articulate a consensus- and community-based approach for the future land uses and development parcels in the area. The land use plan will be quantifiable in terms of master plan level square footage and will address the possible long term phasing, scale, type, character, and location of various land uses. The Design Workshop team will explore how the two (2) catalyst projects identified by the Market Assessment may be implemented through the Taylor Downtown Master Plan. The goal will be to ensure these catalyst sites trigger additional investment in the area that will benefit the community in the long-term and not be "one off" projects.

Task 3.2 Deliverable

- Future Land Use Diagram (8.5" x 11" size; color)
- Two catalyst project concept master plans including a master plan rendering for each concept (8.5"x11" size; color)

Task 3.3 – Parks and Open Spaces

Parks, recreation, and open space networks are essential to the success of the downtown. As more redevelopment occurs in the area, the demand for new parks and open spaces will grow. A plan for parks and open space will be developed in conjunction with the future land use recommendations. A concept park master plan for Heritage Square will be created that identifies initial hard programming and conceptual design.

Task 3.3 Deliverable

- Parks and Open Space Diagram (8.5" x 11" size; color)
- One concept master plan for Heritage Square (8.5"x11" size; color)

Task 3.4 – Downtown Gateways

The Design Workshop team will illustrate techniques for making downtown gateways more attractive and memorable to both local citizens and visitors to the region. Opportunities for new potential gateways into the downtown district will be explored and identified throughout the visioning process.

Task 3.4 Deliverable

- Downtown Gateways Diagram and Location Map (8.5” x 11” size; color)
- Up to two (2) elevations showing conceptual signage types for Taylor (8.5” x 11” size; color)

Task 3.5 – Transportation and Parking Management

Working with the information collected in previous tasks, input from the public and secondary data sources, we will develop a set of strategies for improving streetscape transportation and parking in the downtown that directly correlates to the future land use, parks and open spaces, and downtown gateways plan. Areas for increased parking (on street and off street) will be explored. In addition, proposed streetscape sections will be completed for primary streets.

Task 3.5 Deliverable

- Transportation and Parking Management Diagram (8.5” x 11” size; color)
- Up to two (2) street cross sections (8.5” x 11” size; color)

Task 3.6 - Vision and Implementation Workshop

Opportunities will exist during the master planning process to educate the public, stakeholders and City leaders on existing conditions within the downtown and to discuss how these conditions may change throughout the future. Tax increment financing (TIF) funds are in place to implement recommendations from this planning effort, therefore the result must include clear priorities and timelines for implementation. It is critical to identify economic justification for the plans by indicating the projected public tax benefits as well as Return on Investment for theoretical developers for key catalyst sites.

Design Workshop team will conduct a one-day Vision and Implementation Workshop that continues community participation in the planning process. Targeted focus group discussions featuring keypad polling and a public open house at the conclusion of the workshop will encourage stakeholders to provide feedback on analyses and concepts to date and explore implementation opportunities for achieving the vision. We will conduct up to four (4) focus groups during the course of the Vision and Implementation Workshop. During the final public open house of the workshop, Design Workshop will collect final community input on strengths and weaknesses of the downtown to create a single, preferred master plan for the future.

A key outcome of the Vision and Implementation Workshop is ensuring that the master plan addresses the key drivers of sustainability which we believe are community, economy, environment and art. Future generations will evaluate the success of the project not only in terms of the financial and economic benefits to the downtown area, but also in terms of the community amenities, aesthetic beauty, artistic quality, environmental stewardship and the preservation of invaluable natural resources. The identification of key metrics for implementation in each of these categories will ensure the master planning effort remains accountable to the goals and critical success factors established at the beginning of the project. Design Workshop will not be responsible for invitations or advertising for the event or the event location.

Task 3.6 Deliverables

- Agenda for Vision and Implementation Workshop
- Vision and Implementation Workshop presentation materials
- Vision and Implementation Workshop meeting (up to four (4) focus groups and one (1) public open house)
- Summary of key findings from Vision and Implementation Workshop (8.5” x 11” size; color; up to three (3) pages in length)

4 – MASTER PLAN DEVELOPMENT

Task 4.1 – Draft Master Plan Project Book

Utilizing information gathered from the existing conditions assessment, Values Workshop, needs assessment and Vision and Implementation Workshop, the Design Workshop team will draft a Master Plan Project Book that includes recommendations, policy direction, capital improvements and appropriate funding mechanisms to achieve desired outcomes for Taylor’s downtown area.

Task 4.1 Deliverable

- Draft Master Plan Project Book (8.5” x 11” format; color; up to thirty (30) to fifty (50) pages in length)

Task 4.2 – Implementation Priorities Matrix

The draft Master Plan shall also include an implementation matrix that contains short-term and long-term action steps to ensure implementation of the Taylor Downtown Master Plan. The matrix shall refer to general roles and responsibilities and areas essential to the achievement of the visions expressed by the City, focus groups and community. The matrix shall indicate where activities across focus areas are linked and or related, as well as be organized into various categories such as land use, transportation, and policy recommendations. Both the project book and implementation matrix will be geared towards implementing entities to provide a clear understanding of the importance of the implementing the project and its associated benefits.

Task 4.2 Deliverable

- Implementation Priorities Matrix

Task 4.3 – Master Plan Review

We will transmit the draft Master Plan Project Book to City staff or designated representatives for review. City staff will review the project book and respond with any requests for revisions to the draft Master Plan within ten (10) business days of receipt of the document. Design Workshop provide a “Comment Log”, based on all comments received, that confirms the completion status of all revisions requested.

Task 4.3 Deliverable

- Comment Log

5 – MASTER PLAN APPROVAL

Task 5.1 – Plan Approval

After completing the revisions recommended by City staff, we will present the revised and final Master Plan for approval in the form of a digital public presentation at a public meeting. The presentation shall provide a comprehensive overview of the Master Plan and its recommendations. Design Workshop will provide the City with an agenda for the final presentation along with a copy of the digital presentation at least seven (7) days in advance of the scheduled public meeting. The entire consultant team shall be present at the public meeting where the Master Plan is to be presented to answer any questions regarding the project.

Task 5.1 Deliverables:

- Agenda for plan approval meeting
- Digital presentation for plan approval meeting
- Final Master Plan Project Book (8.5” x 11” format; color; up to thirty (30) to fifty (50) pages in length)

III PROJECT TEAM

Design Workshop typically organizes projects in a team format with key responsibilities divided between the Principal-in-Charge and Project Manager. The key team members for your project are listed below:

Principal-in-Charge – Steven Spears

Steven will serve as Principal-in-Charge of the Taylor Downtown Master Plan project and will have primary responsibility for the overall content and quality of the services performed by Design Workshop.

Project Manager – Alex Ramirez

Alex will serve as the Project Manager for the Taylor Downtown Master Plan project and will also be responsible for leading the planning and design efforts associated with the work. His responsibilities will include the coordination of Design Workshop's in-house design team as well as regular communication and coordination with all members of the consultant team.

IV SCHEDULE

Design Workshop is prepared to begin services immediately upon receipt of a retainer and a signed copy of this proposal from an authorized owner's representative. We anticipate a 8-10 week project duration.

V FEES AND EXPENSES

1. Basic Services

Compensation to Design Workshop for the services described herein and in accordance with the conditions of this agreement shall be for a lump sum fee of \$99,800.

This scope is appropriate to begin the highly anticipated downtown plan and improvements; however, our recommendation is to begin the following projects shortly after to build on the energy and market conditions in Taylor.

1. Wayfinding and Signage Plan – Design and Implementation
2. Heritage Square Park – Design and Implementation
3. Various Streetscape and Roadway Improvements to increase connectivity, safety, character and identity.
4. Environmental restoration and education efforts such as low impact design, restoration/rehabilitation of degraded landscapes

2. Retainer

Compensation in accordance with Design Workshop's policy, a retainer of \$10,000 is payable upon acceptance of this proposal. The retainer will be applied to our final billing. All invoices must be paid prior to release of the final documents.

3. Additional Services

Compensation Services in addition to those described above are to be compensated on a Time and Materials basis per Design Workshop's current published rate schedule (attached). Additional services will include (but are not limited to) redesign of previously approved work, major revisions to program and/or expansion of scope of services. Whenever practical, changes, additions, or modifications to the scope of services shall be authorized by written change request; however, the absence of such a written change order shall not act as a bar to payment of fees due Design Workshop, provided the change was in fact approved and ordered by the Client.

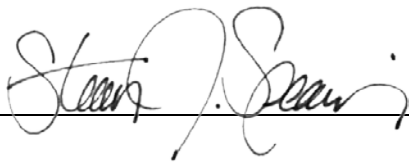
VI PAYMENT TERMS

1. This is a lump sum contract and will be billed monthly as a percentage completed.
2. Invoices will be mailed from Design Workshop's office by the 10th of each month. Invoices are payable within 30 days of the date of billing. Invoicing shall be specific to each major task and will describe the completed portion of the services.
3. Extensive itemized breakdowns of hourly activities or provision of detailed backup for reimbursed expenses for accounting purposes are not a normal procedure; however, at the Client's request, Design Workshop will provide this service at an hourly rate of \$65 (sixty-five dollars) per hour.

VII ACCEPTANCE

1. This Agreement is entered into between Design Workshop, Inc. and City of Taylor or reputed owner of the property to be benefited by Design Workshop's services.
2. If this contract meets with your approval, please sign below and return one (1) copy for our file.
3. If this agreement is not accepted within two (2) months from the date of receipt, the offer to perform the described services may be withdrawn and Design Workshop may renegotiate this proposal.
4. The Client agrees that they have read and understood the Contract Provisions attached hereto and incorporated herein by reference.

DESIGN WORKSHOP, INC.

By: _____

Date: 6/19/14

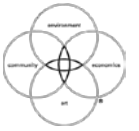
Title: Principal

APPROVED BY CLIENT:

By: _____

Date: _____

Title: _____



Attachment A: Project Boundary for Taylor Downtown Master Plan





Attachment B: Document Standards for Taylor Downtown Master Plan

Document Standards for the Taylor Downtown Master Plan will be reviewed and approved during Strategic Kick-Off. Revisions to these Standards may at the discretion of DW require an amendment to the contract.

Document Content		
Table of Contents	1) Project Background a) Development history b) Demographic trends c) Economic trends d) Review of applicable plan documents and past initiatives including the Main Street Program, Downtown Master Plan of 2004, Downtown Small Area Master Plan 2011, or other documents provided by the client 2) Existing Conditions a) Site Analysis i) Land uses and zoning ii) Roadways iii) Pedestrian environment iv) Barriers and opportunities by travel mode v) Utilities and drainage infrastructure vi) Wayfinding and signage vii) Viewsheds and character zones 3) Vision for Downtown a) Community Engagement i) Overview of Outreach b) Values Workshop c) Vision and Implementation Workshop 4) Recommendations a) Needs Assessment i) Market Assessment ii) Land Use and Development Patterns iii) Parks and Open Spaces iv) Downtown Gateways v) Transportation and Parking Management vi) Infrastructure and Utilities b) Preferred Master Plan Alternative c) Implementation Matrix	ACKNOWLEDGED BY CLIENT: Initials: _____ Date: _____

File Management		
Layout	8.5x11, color, portrait orientation Up to 30-50 pages in length Plastic spiral coil bound Full bleed front and rear covers Up to 1 inch margined interior pages	ACKNOWLEDGED BY CLIENT: Initials: _____
Software	Visual Renderings: Adobe Creative Suite 6 Master Plan Document: Adobe Creative Suite 6 Presentations, Memos and Meeting Records: Microsoft Office Existing Conditions Analysis: ESRI ArcGIS	Date: _____
Content Creation		
Narrative Text	Project Goals and Critical Success Factors Stakeholder Engagement Strategy Site Analysis summary (ten (10) pages in length) Values Workshop summary (ten (10) pages in length) Vision and Implementation Workshop summary (ten (10) pages) Market Assessment Matrix (up to three (3) catalyst sites) Final Master Plan Document (not to exceed 30-50 pages)	ACKNOWLEDGED BY CLIENT: Initials: _____
Visuals	Walking Tour Photography Regional Overview Exhibit (1) Project Boundary Exhibit (1) Existing Conditions Charts/Graphs/Exhibits (up to 5) Needs Assessment Diagrams (up to 5) Vision Workshop Presentation (1) Values and Implementation Workshop Presentation (1) Refined Digital Master Plan (1) Final Document Presentation (1)	Date: _____
Draft Production		
Review and editing cycles	One (1) client review/editing cycles Ten (10) days after receipt of draft to request revisions DW to provide Comment Log Client responsible for compiling City comments DW responsible for compiling public comments	ACKNOWLEDGED BY CLIENT: Initials: _____
Printing and Delivery	Draft document: PDF format Final document: PDF format	Date: _____
Community Engagement		
Website	DW creation of one (1) MindMixer project website Client to provide desired logo, color or typography content DW to provide content for up to ten (10) MindMixer updates	ACKNOWLEDGED BY CLIENT: Initials: _____
Meetings	DW may prepare graphics for advertisements secured by Client DW secures and negotiates location of public meetings	Date: _____

Attachment A

Contract Provisions

1. All fees, commissions, and expenses billed shall be due within thirty (30) days of the date of billing. Interest on unpaid or late bills shall accrue at 1 3/4 percent interest per month (21.0% A.P.R.). In the event of non-payment, such unpaid amounts shall constitute and become a lien upon the property for which professional services are being performed or completed. Design Workshop may, at its discretion, assert its right to file and foreclose upon such lien, in addition to pursuing any other remedies permitted by law. Client agrees that all statements not objected to in writing within thirty (30) days of receipt are agreed to be final and binding upon the parties as to the amounts due, the adequacy of Design Workshop's performance, and the value of the services provided to Client.
2. When any invoice is outstanding and unpaid thirty (30) days after the date of billing, Design Workshop may, at its discretion, stop work on the project. In addition, when any invoice is outstanding and unpaid ninety (90) days after the date of billing, Design Workshop may withdraw from any governmental agency review process any applications, drawings, submittals or other project documents reflecting Design Workshop's services. No notice of Design Workshop's intent to stop work or to withdraw from any governmental review process shall be required. Client forever releases, discharges and holds Design Workshop harmless from any and all liability arising out of Design Workshop's withdrawal of any applications, drawings, submittals or other project documents. Client shall fully indemnify, defend, and hold harmless Design Workshop against any and all claims for liability asserted by any project participant for any action taken by Design Workshop under this paragraph.
3. If the project is suspended or abandoned, in whole or in part, for a period of ninety (90) days or more, or upon instruction by Client to Design Workshop to suspend activity on the project, Design Workshop shall be compensated for all services performed together with all reimbursable expenses due and the Agreement shall be deemed terminated. If the project is resumed after such suspension, the Agreement between Client and Design Workshop shall be renegotiated prior to resumption of services by Design Workshop. Such renegotiation shall include a fee for remobilization costs incurred by Design Workshop. In the event that this Agreement is terminated due to the suspension or abandonment of the project, Client shall make full payment to DW for all compensation due hereunder within 30 days of receipt of a final invoice from DW. For purposes of this Agreement, the term "suspension" or "abandonment" shall mean substantial discontinuance of labor, services, and expenses for a ninety (90) day period or written instruction by Client to suspend substantially all project activities.
4. Design Workshop reserves the right to raise hourly rates at its own discretion during the course of this project. Any such increases, however, will not result in an increase in the total fees identified in this proposal unless specific services are being provided on a time and materials basis.
5. Drawings and specifications, including those in electronic form, prepared by Design Workshop are the Instruments of Service for use solely with respect to this project. Design Workshop shall be deemed the author and owner of their Instruments of Service and shall retain all common law, statutory, and other rights, including copyrights.

Design Workshop grants the Client a nonexclusive license to reproduce Design Workshop's Instruments of Service solely for the purposes of constructing, using and maintaining this project, provided that Client shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. The Client shall be permitted to retain copies, including reproducible copies of drawings and specifications for information and reference in connection with the Client's use and occupancy of the project. The Client shall be permitted to authorize its contractors, subcontractors and material suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in the execution of this project. The drawings and specifications shall not be used by the Client on another project, except by agreement in writing between Design Workshop and Client.

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Design Workshop shall not be responsible or liable for any direct, actual or consequential damages which occur as the result of its inability to produce the Instruments of Service by reason of the casualty, destruction or loss of documents that occurs through no fault of Design Workshop.

6. Should the project be published in a book, magazine, newspaper, or publication for public circulation, or if a job sign is erected, Design Workshop should be listed as the planner/landscape architect. In addition, this Agreement represents non-exclusive approval by the Client for publication and award submissions of the project by Design Workshop.

7. The parties agree not to solicit for employment any employee of the other with whom the parties have had contact as a result of this Agreement, while the candidate is employed by the other party, and for twelve (12) months following termination of such employment, unless specifically agreed to in writing.
8. In the event of a default of any provision of this Agreement, after ten (10) days notice to cure is delivered, this Agreement may be deemed terminated by the non-defaulting party. For purpose hereof, any failure to pay sums due in accordance with Paragraph 1 shall be deemed default. Either party may terminate this Agreement for convenience and without cause upon thirty (30) days written notice by either party. If Client terminates this Agreement for convenience, DW shall be compensated for Services performed prior to termination, together with reimbursable expenses then due.
9. Design Workshop and Client waive consequential damages for claims, disputes or other matters in question arising out of or relating to the Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Paragraph 8.
10. All notices and other communications that are required or permitted to be given to the parties under this Agreement shall be sufficient in all respects if given in writing and delivered in person, by electronic mail, by telecopy, by overnight courier, or by certified mail, postage prepaid, return receipt requested, to the receiving party at the following address:

If to DW:

Design Workshop, Inc.
800 BRABOS ST, SUITE 440
AUSTIN, TX 78744

Attention: STEVEN SPEARS
Telephone: 512.479.0222
Facsimile: 512.479.0228

If to Client

Attention: _____
Telephone: _____
Facsimile: _____

or to such other address as such party may have given to the other by notice pursuant to this Section. Notice shall be deemed given on the date of delivery, in the case of personal delivery, electronic mail, or telecopy, or on the delivery or refusal date, as specified on the return receipt in the case of certified mail or on the tracking report in the case of overnight courier.

11. If any provision of this Agreement is for any reason held invalid or unenforceable, such provision shall be deemed separate and shall not affect the validity of the remaining portions herein.
12. This Agreement shall be binding upon the parties, their partners, successors, assigns, and legal representatives. Client shall not assign this Agreement without the consent of DW.
13. This Agreement may be amended or modified only by written instrument executed by both parties.
13. This Agreement (together with the attached Exhibits, which are incorporated herein by this reference) constitutes the entire agreement between the parties and supersedes prior understandings, written or oral. No waiver under this Agreement shall be valid unless it is given in writing and duly executed by the party to be charged therewith.
14. This Agreement shall be governed by the Laws of the State of ~~Colorado~~ ^{TEXAS}. The parties agree that venue for any dispute between them arising out of or relating to this Agreement shall be in ~~the City and County of Denver, State of Colorado~~ ^{WILLIAMSON COUNTY, TEXAS.}
15. In construing this Agreement, (i) the singular includes the plural and vice versa, (ii) reference to any document means such document as amended from time to time, (iii) "include" or "including" means including without limiting the generality of any description preceding such term, (iv) the word "or" is not exclusive, and (v) references to this Agreement or Sections or paragraphs of this Agreement refer to this entire Agreement including all exhibits, schedules, and Addendum attached hereto, as the same may be amended from time to time.

Other conditions

(Insert additions and modifications to the Standard Contract Provisions.)

**DESIGN WORKSHOP, INC.
PUBLISHED BILLING RATES
2014**

<u>EMPLOYEE CLASSIFICATION</u>	<u>HOURLY BILLING RATES</u>
PRINCIPAL	\$175 to \$400
ASSOCIATE / LANDSCAPE ARCHITECT	\$80 to \$175
INTERN	\$65
PROJECT ASSISTANT	\$80 to \$100

Note: Other Project Specialists will be billed at their applicable billing rates not to exceed \$175



DESIGNWORKSHOP Asheville . Aspen . Austin . Chicago . China . Denver . Dubai . Houston . Los Angeles . Tahoe



OVERVIEW:

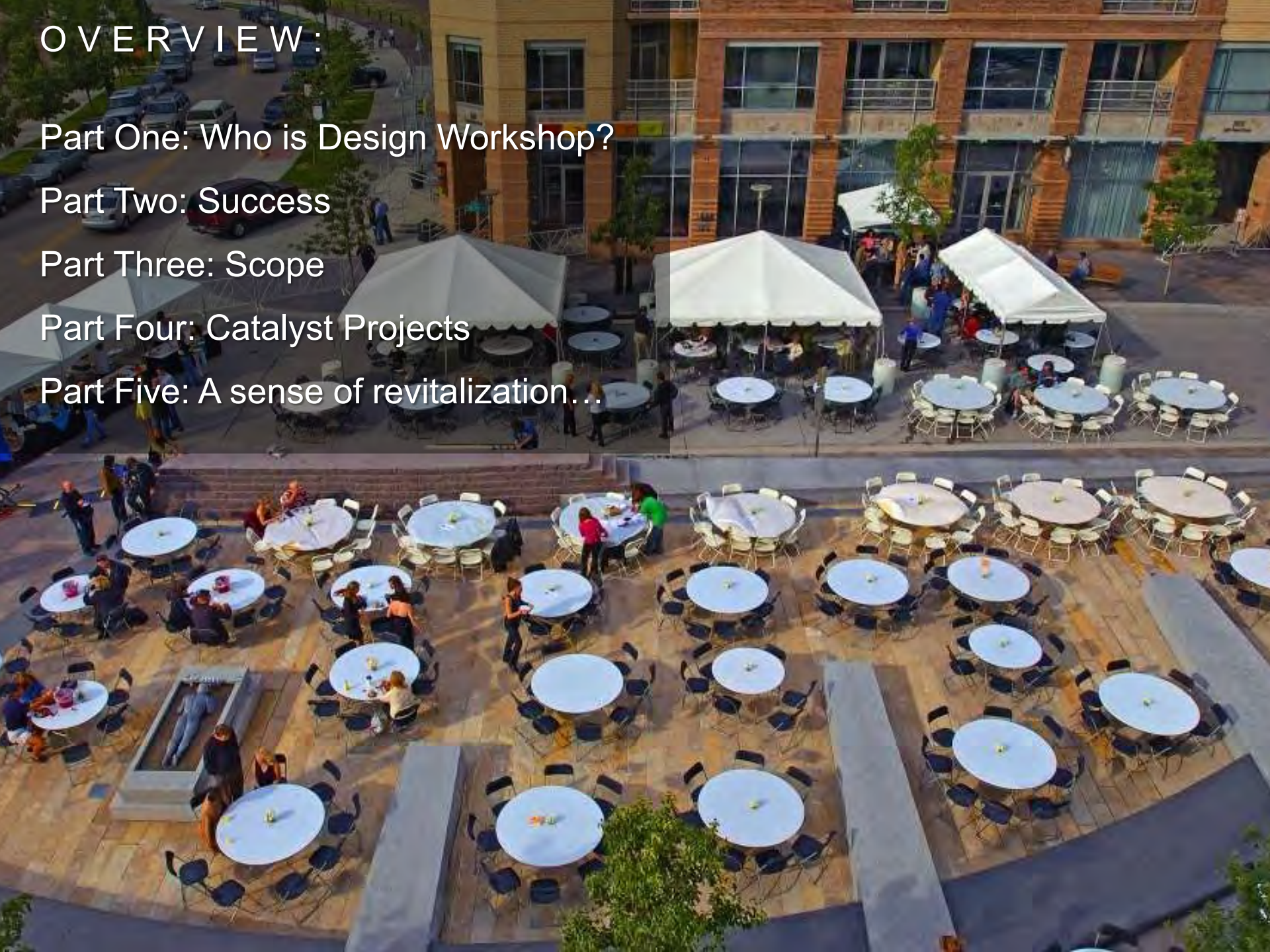
Part One: Who is Design Workshop?

Part Two: Success

Part Three: Scope

Part Four: Catalyst Projects

Part Five: A sense of revitalization...





Part One: Who is Design Workshop?



- 45 year old company
- Landscape architecture, urban design and planning, environmental graphics and development services
- Eight offices in the US
- Two international offices
- 2008 American Society of Landscape Architects National Firm of the Year
- Recipient of hundreds of state and national awards from ULI, APA, ASLA, APWA, ACEC, CNU
- National leader in performance based design
- Focused on community advanced design



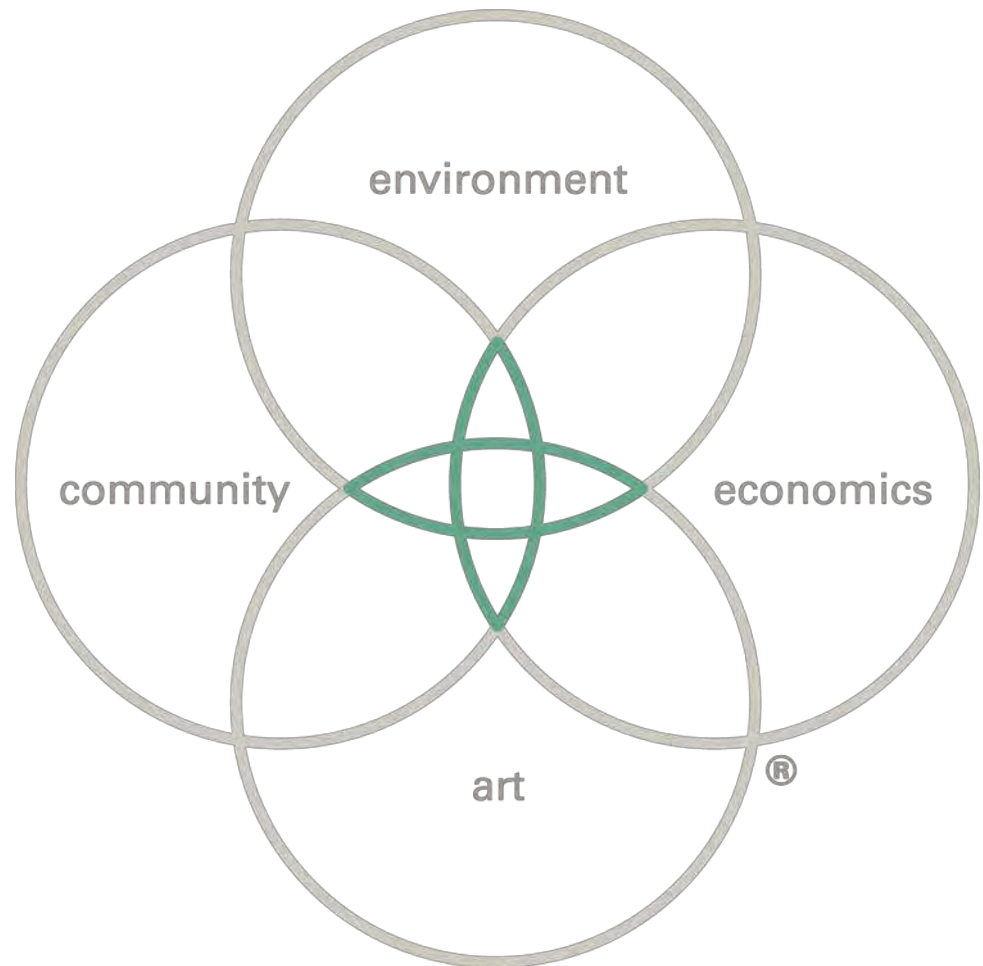
LEGACY DESIGN

Comprehensive Thinking

Collaborative Spirit

Transparent Decision Making

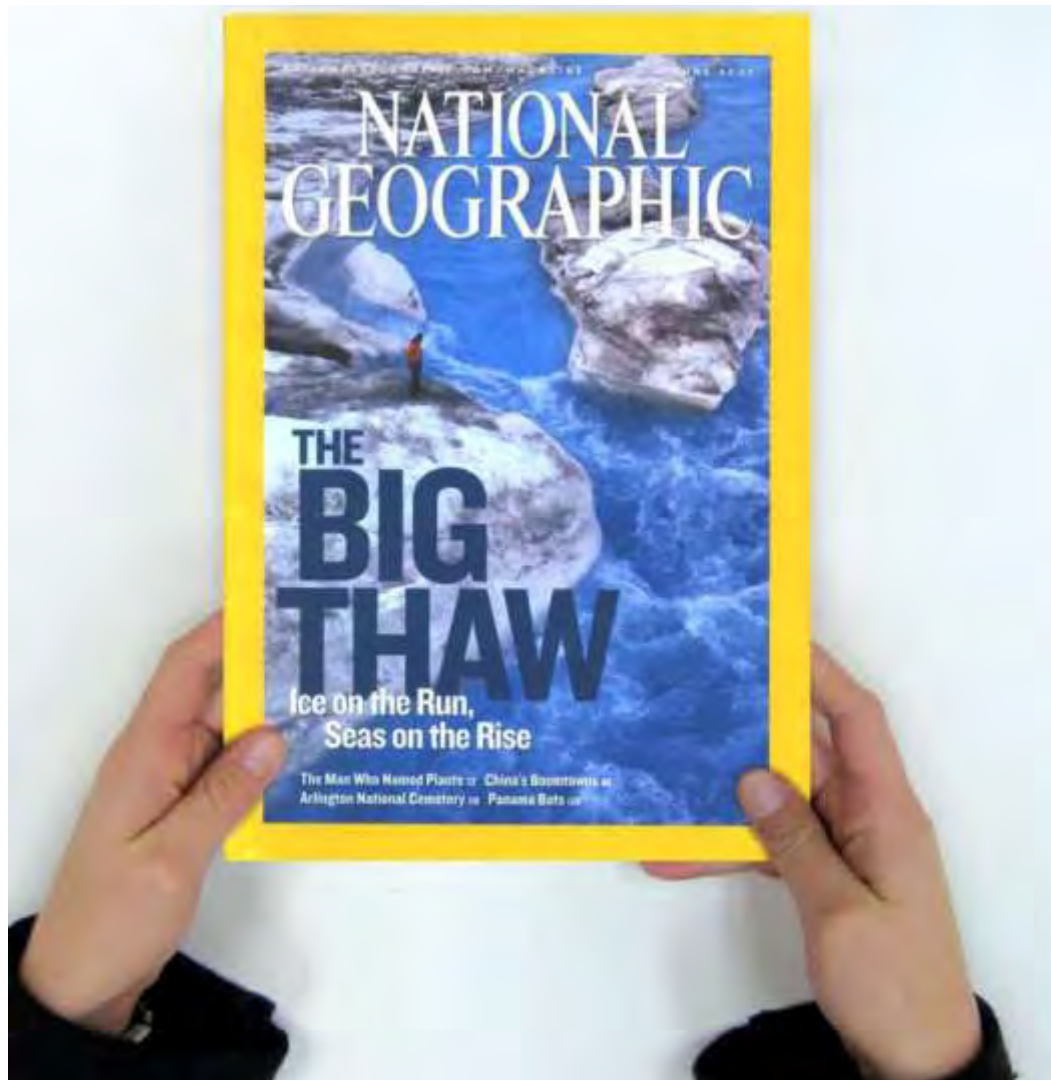
Performance-Based Design





Environment: Then





Environment: Now





Community: Then





Community: Now





Economics: Then





Economics: Now





Art: Then





Art: Now





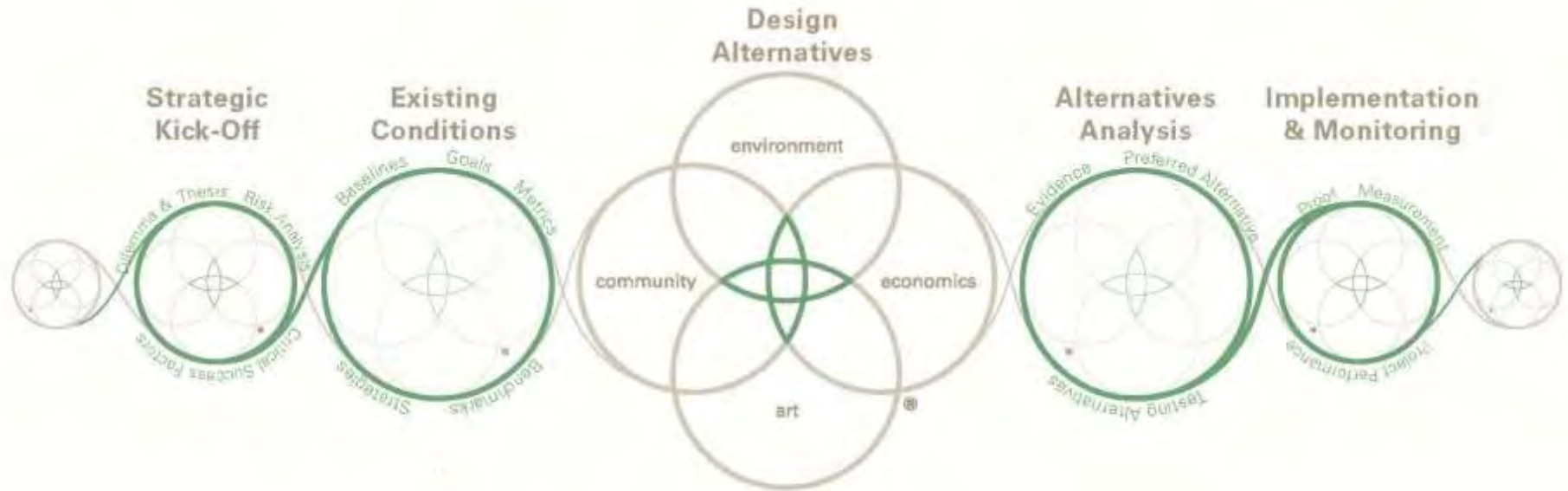
Environment, Community, Art, Economics:
“Why not synthesize all four?”







DW Legacy Design® Process



Legacy Design
Yields a Critical Practice





 DESIGNWORKSHOP DW LEGACY DESIGN® METRICS		Project: _____
Environment		
SUSTAINABLE PLANNING		
Site Selection		
Ecosystem Protection		
Brownfields		
Regional Water Management Systems		
Development Density		
Regional Resource Impacts		
Open Space and Conservation Lands		
Other _____		
SITE DESIGN		
Program Placement		
Planting Design		
Heat Island Effect		
Noise Pollution Reduction		
Light Pollution Reduction		
Other _____		
TRANSPORTATION		
Framework and Infrastructure		
Motorist Alternatives		
Non-Motorist Alternatives		
Incentives and Programs		
Other _____		
WATER MANAGEMENT		
Stormwater Management Technologies – Quality		
Stormwater Management Technologies – Quantity		
Erosion and Sedimentation Control		
Water Use Reduction		
Innovative Wastewater Technologies		
Other _____		
ENERGY AND ATMOSPHERE		
Energy Budget		
Renewable Energy		
Air Quality		
Carbon Budget		
Other _____		
MATERIAL RESOURCES		
Green Building		
Resource Preservation and Reuse		
Landscape Materials		
Waste Management		
Other _____		
OPERATIONS		
User Education		
Site Maintenance		
Other _____		



Measurement Tools

Toward Legacy





Part Two: Success



our approach | the four ingredients

	Phase I: Kickoff, Data Collection, Comprehensive Assessment	Phase II: Community-based Design Charrette and Initial Plan	Phase III: Refinement and Implementation Strategy	Implementation
Market				
Finance				
Design				
Community				



others' approach | failure

	Phase I: Kickoff, Data Collection, Comprehensive Assessment	Phase II: Community-based Design Charrette and Initial Plan	Phase III: Refinement and Implementation Strategy	Implementation
Market				
Finance				
Design				
Community				



our approach | success

	Phase I: Kickoff, Data Collection, Comprehensive Assessment	Phase II: Community-based Design Charrette and Initial Plan	Phase III: Refinement and Implementation Strategy	Implementation
Market				
Finance				
Design				
Community				



our approach | award winning

urban design and downtown projects:

State awards: **32**

National awards: **17**







Part Three: Scope



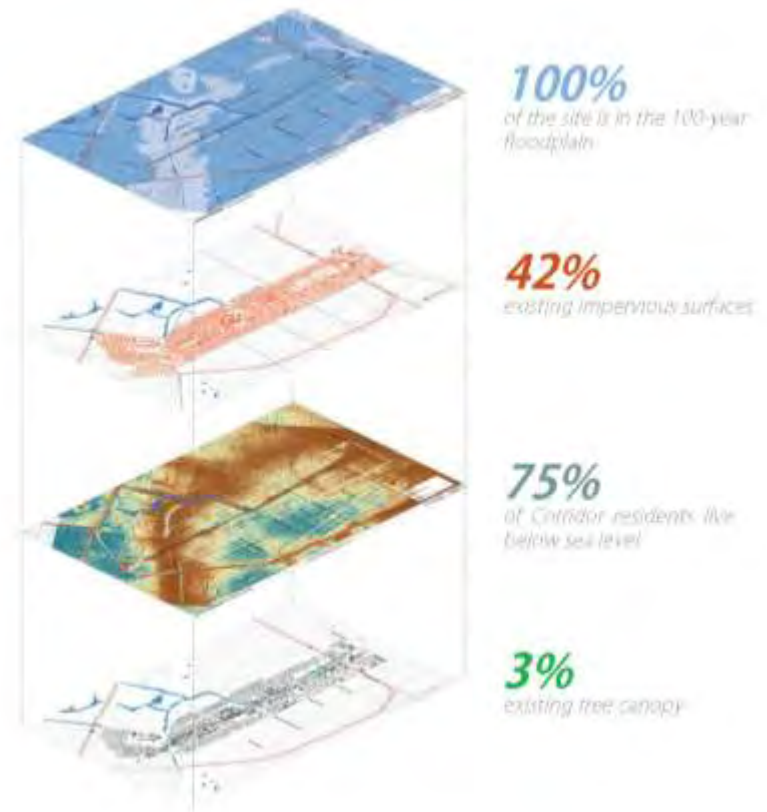
Scope| project kickoff

- Strategic Kick-off Meeting and Walking Tour
- Project Management Plan
- Stakeholder Engagement Strategy
- Project Book Standards



Scope| existing conditions assessment

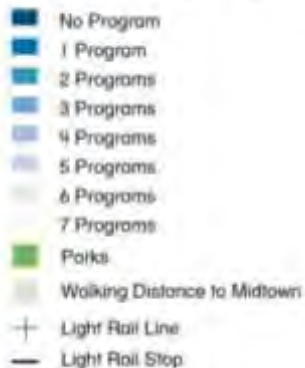
- Site Analysis
- Values Workshop



Scope| needs assessment

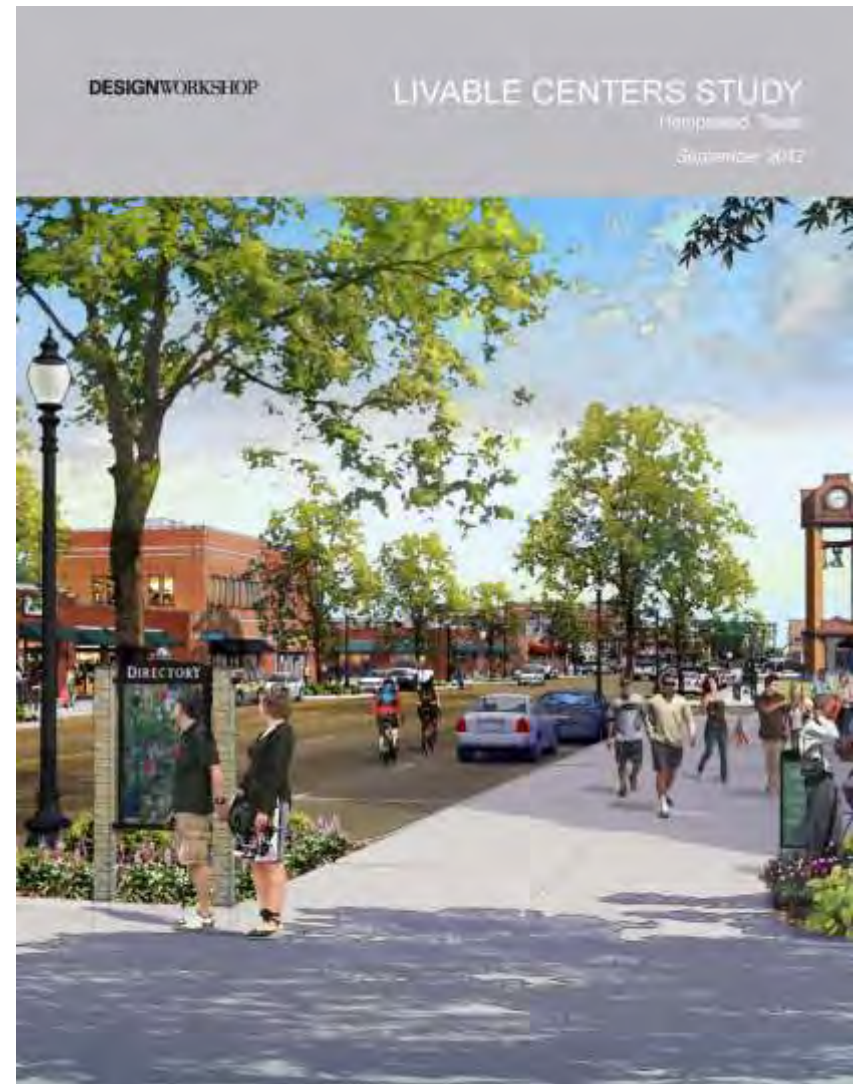
- Market Assessment
- Land Use Development Patterns
- Parks and Open Space Diagram
- Downtown Gateways
- Transportation and Parking Management
- Vision and Implementation Workshop

Area Served by Program



Scope| master plan development & approval

- Draft Document (MP Development)
- Final Document (MP Approval)

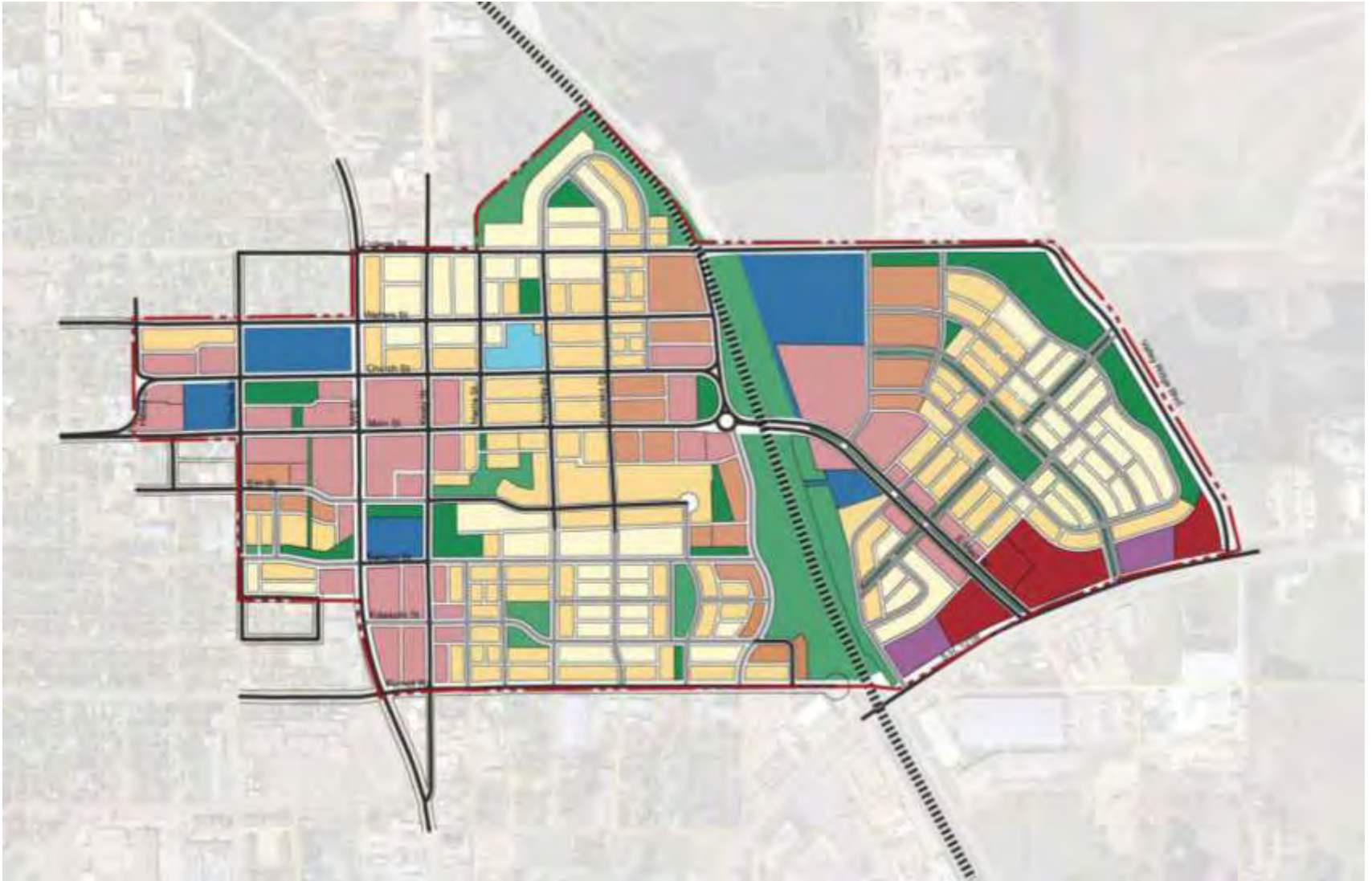




Part Four: Catalyst Projects



catalyst projects| Lewisville Old Town TOD Plan



catalyst projects | Lewisville Old Town TOD Plan



catalyst projects| Lewisville Old Town TOD Plan



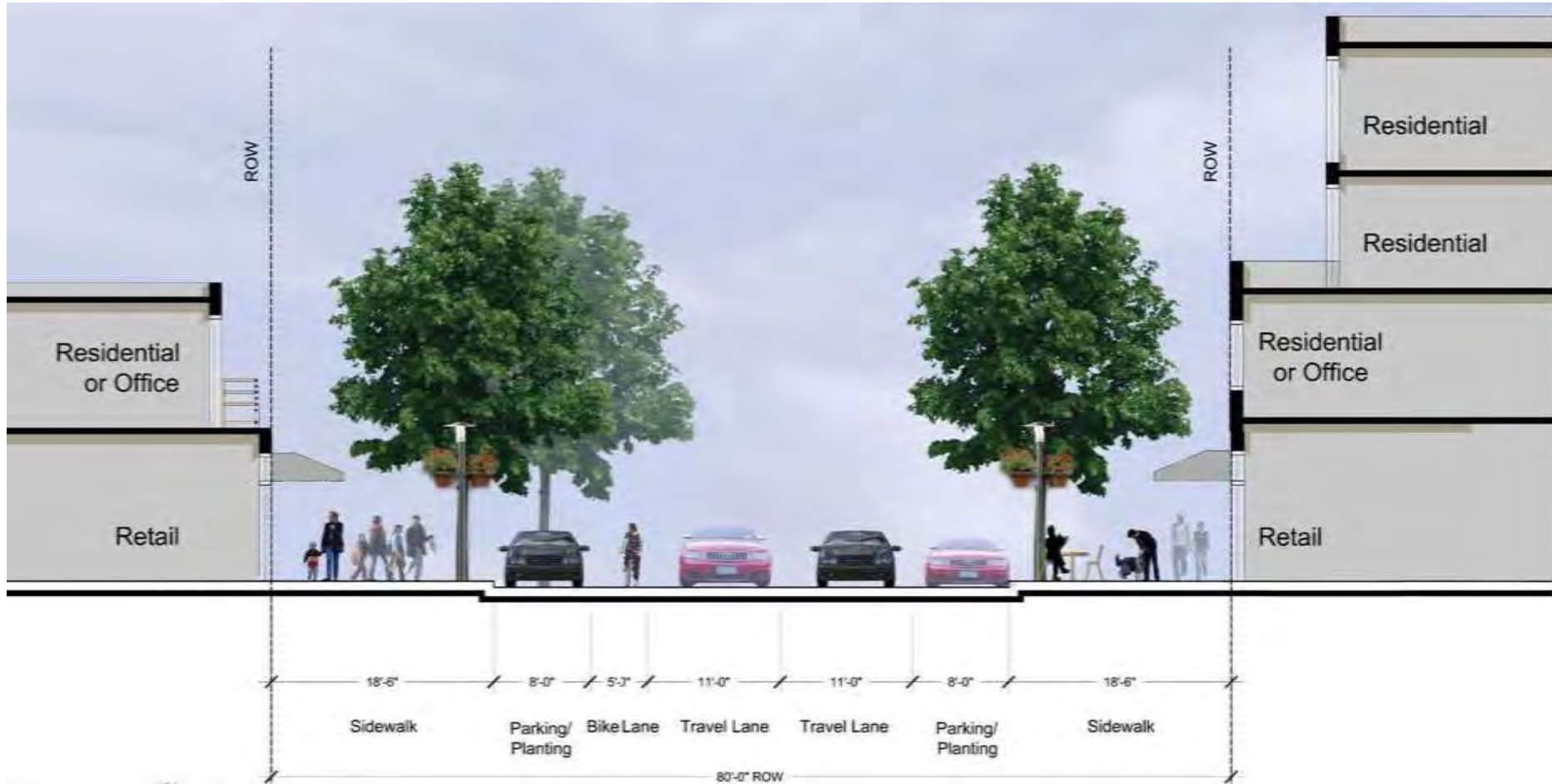
catalyst projects| Lewisville Old Town TOD Plan



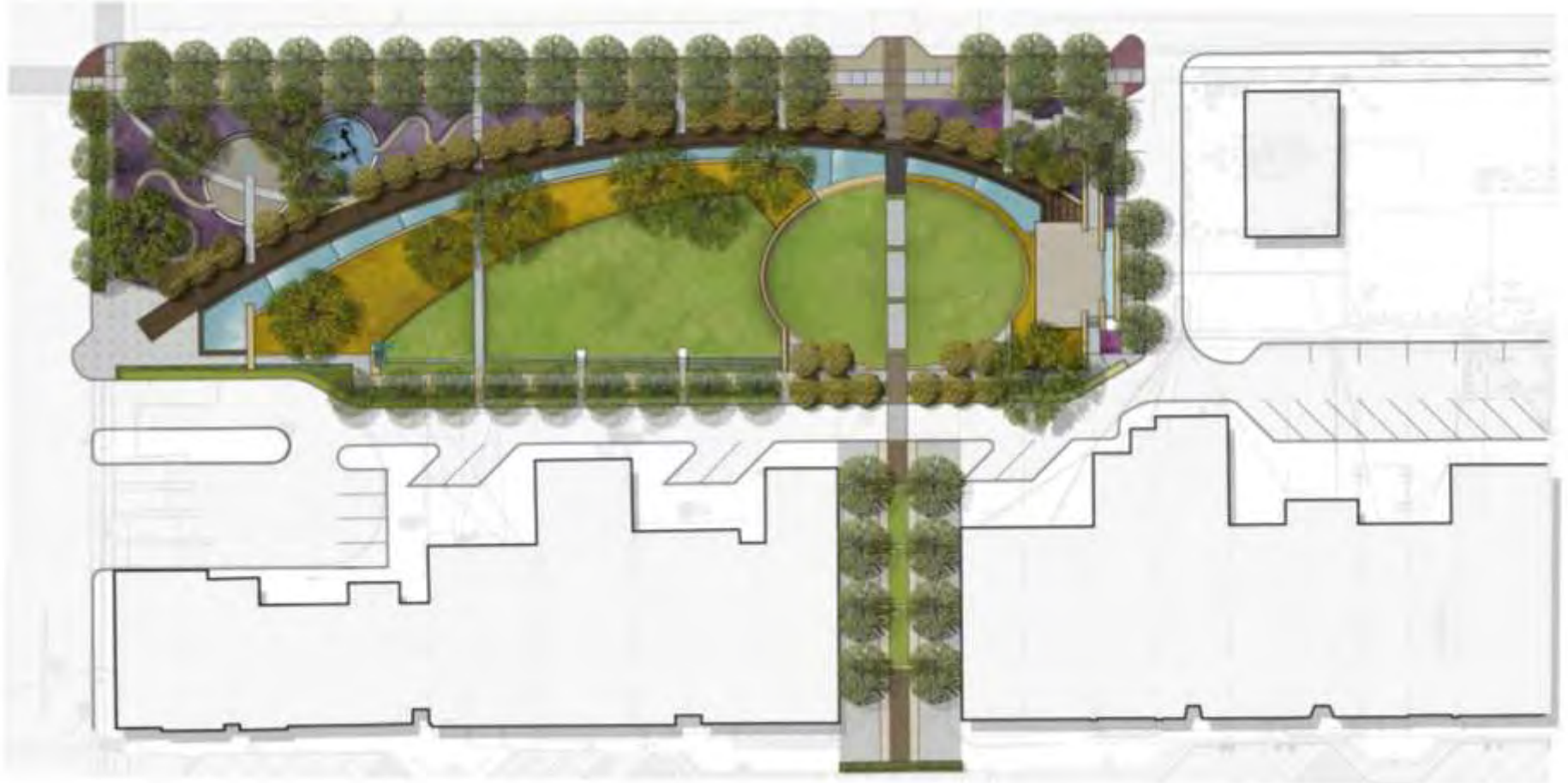
Helped secure \$3.4 Million in TxDOT grants



catalyst projects| Lewisville Old Town TOD Plan



catalyst projects| Lewisville Old Town Plaza



Helped secure \$1.2 Million in grants

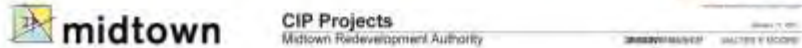


catalyst projects| Lewisville Old Town Plaza



catalyst projects| Lewisville Old Town Plaza





catalyst projects| Midtown CIP: Bagby Street

Bagby Street Reconstruction

2014 International Making Cities Livable Active Mobility/Complete Streets Award

2014 Congress for New Urbanism Charter Award for Best Street

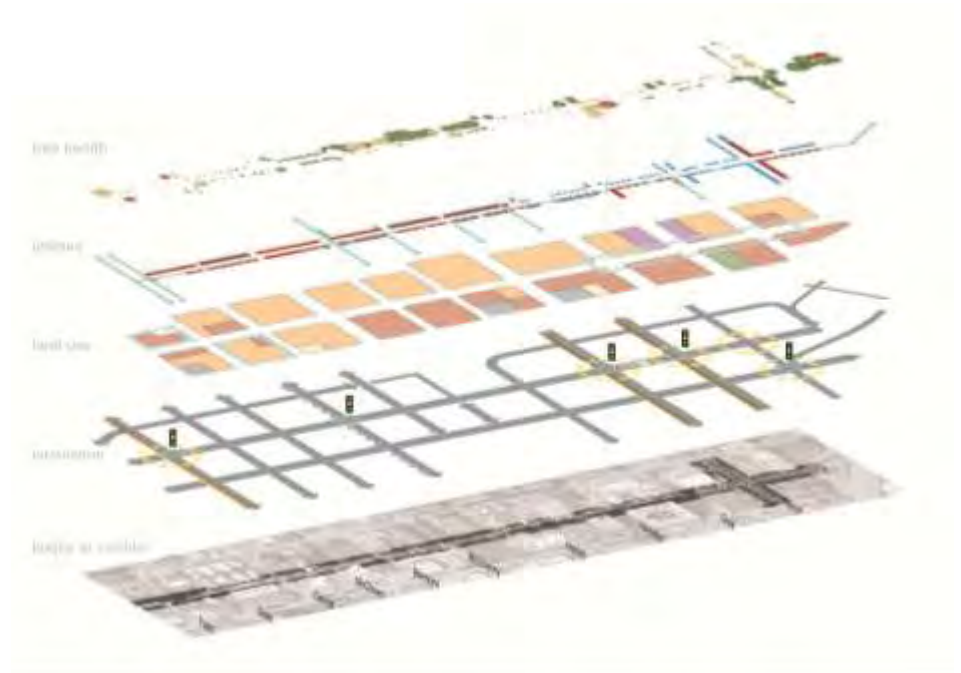
2014 Texas Chapter of the American Public Works Association: Public Works Project of the Year

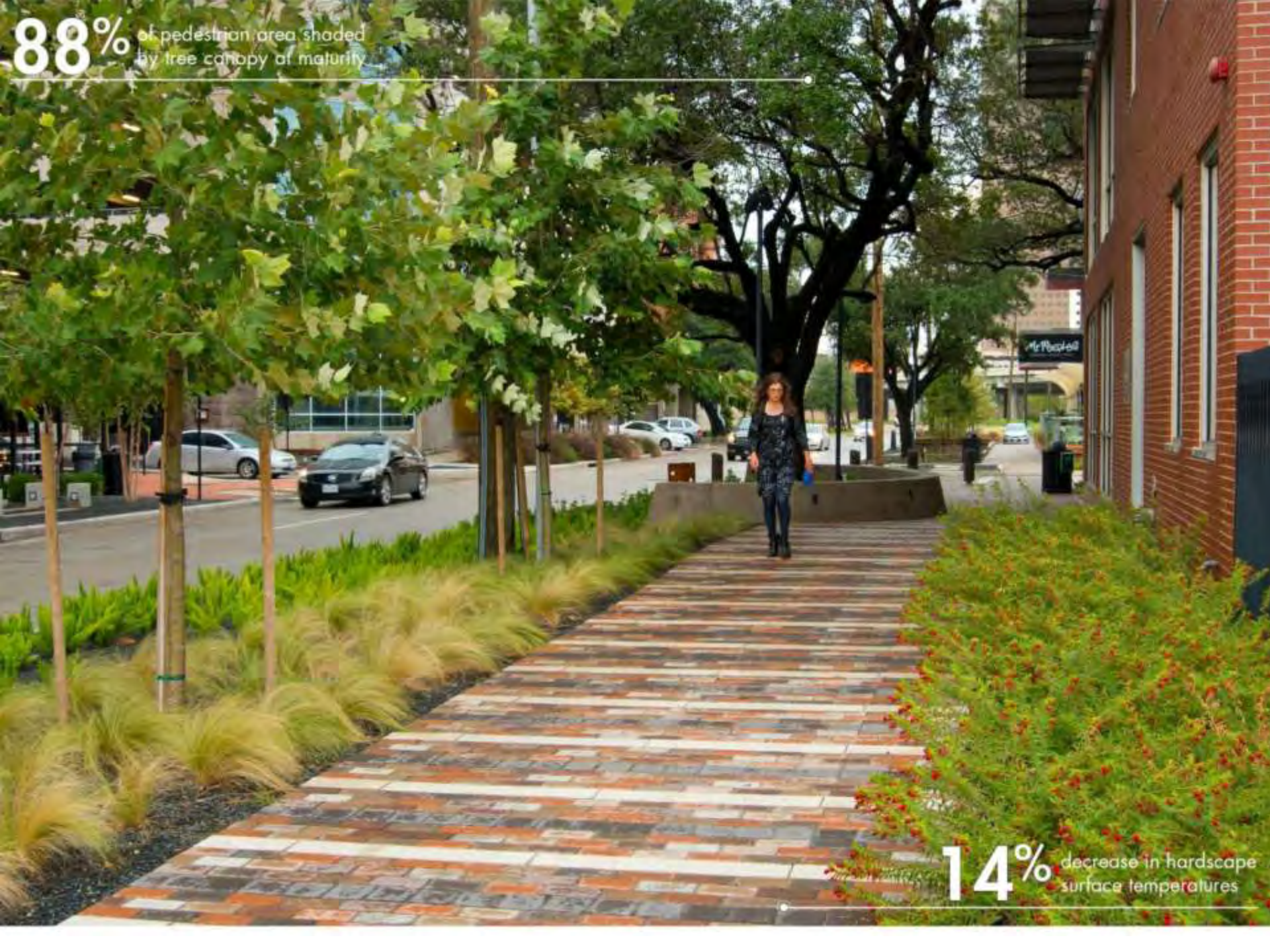
2014 American Society of Landscape Architects (Texas) Award of Excellence for Design

2014 American Society of Landscape Architects (Texas) Merit Award for Communication

2013 Silver Certified Greenroads® (Highest Scored Project in the Entire Greenroad Program)

2013 American Council of Engineering Consultants Texas Honor Award





88% of pedestrian area shaded
by tree canopy at maturity

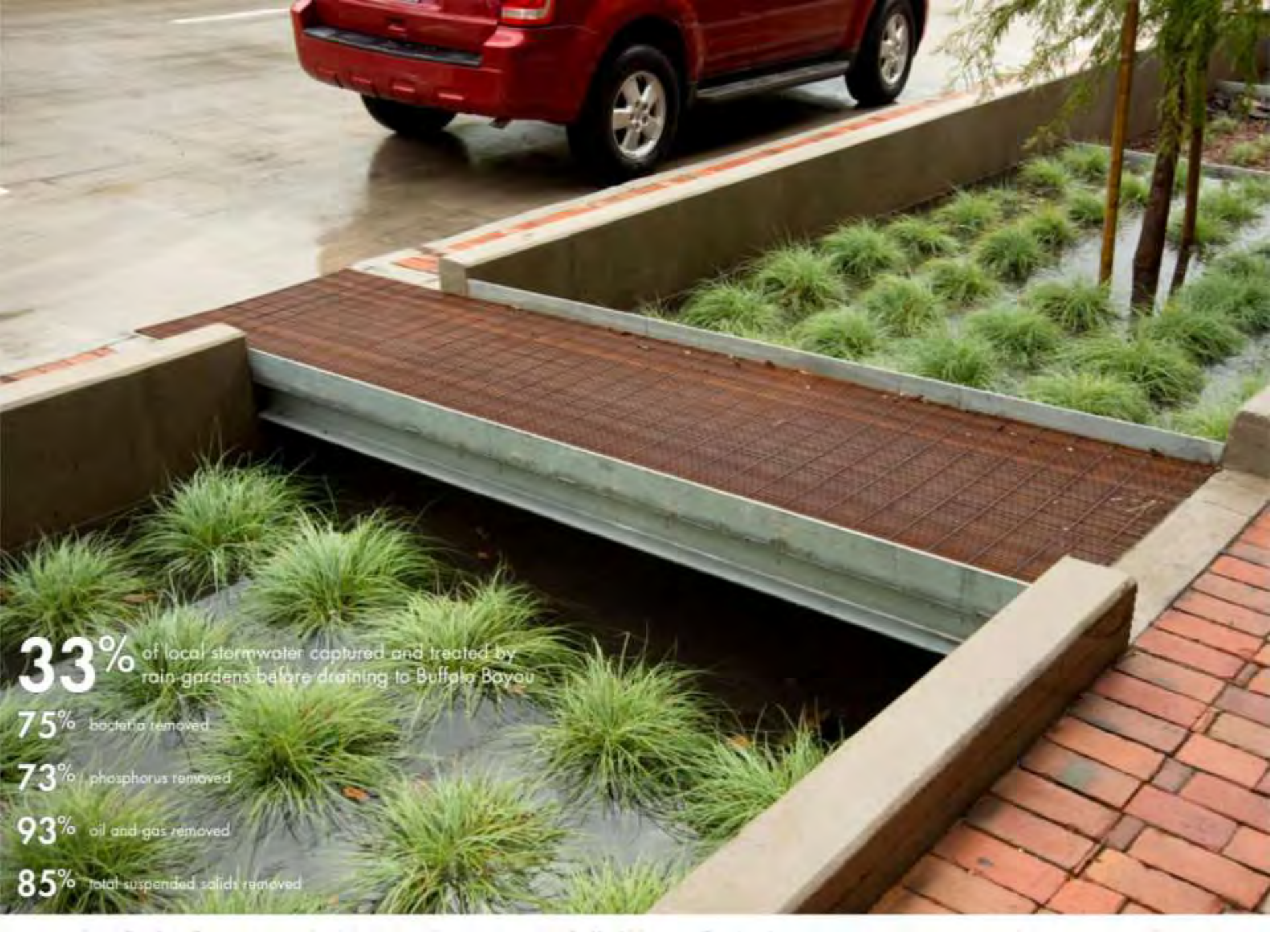
14% decrease in hardscape
surface temperatures

42% increase of existing tree
growth area & organic soils

276% increase in dedicated
pedestrian areas



300 tons of carbon reduced from emissions due
to use of 25% fly ash in the concrete mix



33% of local stormwater captured and treated by rain gardens before draining to Buffalo Bayou

75% bacteria removed

73% phosphorus removed

93% oil and gas removed

85% total suspended solids removed

catalyst projects| Midtown CIP: Holman Street

Helped secure \$1.5 Million in grants



Helped secure \$1.5 Million in grants



catalyst projects| Midtown CIP: Superblock Park



catalyst projects| Midtown CIP: Midtown Park



catalyst projects| Midtown CIP: Caroline Street

Before:



catalyst projects| Midtown CIP: Caroline Street

After:



Helped secure \$3.4 Million in grants – TXDOT project



The sense of revitalization comes...



...with great places to dine



Green Valley Ranch

...with the connection to regional trails & parks



Kananasakis Trails

...with distinctive places to shop,
regardless of the season



Houston Bagby Street Corridor

...with innovative infrastructure



...with shade and comfort



...with branding and identity



Houston Midtown

An aerial photograph of Summerlin Park. A large, diverse crowd of people is gathered on a green lawn, many sitting on blankets. To the right, a prominent white, ribbed dome structure sits on a paved plaza. A winding concrete path separates the lawn from the dome. In the background, there are palm trees, a parking lot with several cars, and a building with a covered walkway. The scene is captured from a high angle, showing the layout of the park and the scale of the gathering.

...with great gathering spaces

Summerlin Park

...with local identity on historic streets



Larimer Square

...with interactive spaces during the day



Lewisville Old Town Plaza

...and at night



Lewisville Old Town Plaza

...with a system of pedestrian friendly streets



Kierland Commons

...with attractions for all ages



...with nature



Rio Grande Botanical Gardens - Design Workshop

...with a distinct style and business plan that encourages economic redevelopment and investment



...with a capital improvements plan



...with a capital improvements plan



Lewisville Mill Street Corridor Plan

...with the establishment of brand identity



Riverfront Park Redevelopment

...with a mix of engaging & unique destinations



Mesa Performing Arts Center

...with excellence in user hospitality



Northstar Redevelopment and Implementation Plan

...with signature public spaces that
can be programmed



District at Green Valley Ranch

...with local businesses thriving, even during construction





DESIGNWORKSHOP

LIVABLE CENTERS STUDY

Hempstead, Texas

September 2012



LIVABLE CENTERS STUDY
for
The City of Hempstead, Texas

September 2012

Prepared by:
Design Workshop, Inc.
801 Congress Ave. Suite 330
Austin, Texas 78701
512.499.0222

DESIGNWORKSHOP

UCC UrbanCore Collaborative

WALTER P MOORE

 CobbFendley

Funding for this project is from an interagency agreement between H-GAC, the Texas Department of Transportation (TxDOT) and the City of Hempstead.



Texas Department of Transportation
Providing safe, effective, and efficient movement of people and goods.



INTRODUCTION.....	1
Purpose	2
Project Background	2
Study Area	2
Overview	3
Legacy Design®	4
Vision	4
Critical Success Factors	4
Dilemma	4
Thesis	4
NEEDS ASSESSMENT	9
Needs Assessment	11
Methodology	11
Circulation and Connectivity	12
Public Space	14
Placemaking and Branding	16
Community Development Pattern	18
Economic Development	22
Public Support and Process	24
HEMPSTEAD VISION.....	25
Process	27
Stakeholder Meeting and Values Workshop	27
Vision Workshop	30
Framework Plan	32
Goals and Initiatives	34
Benchmarks	36
Community Development Pattern	40
Code Enforcement and Property Value	40
Diverse Housing and Housing Quality	40
Community Facilities	40
Circulation and Connectivity	42
Truck Bypass Route	44
Transit-Oriented Development	46
Bike Routes	48
Streetscape Improvements	50
Public Space and Environment	64
Nature Parks and Greenbelts	66
Downtown Parks	68
Local Food and Festivals	70
Placemaking and Branding	72
Signs & Wayfinding Opportunities	74
Economic Development	84
Courthouse District Redevelopment	86
Mixed uses around Future Transit Station	88
IMPLEMENTATION.....	91
Overview	92
Projects	94
1. Gateway Signage	96
2. Greenbelt and Outdoor Classroom	98
3. Transit Oriented Development	100
4. Courthouse District Redevelopment	104
5. Downtown Parks	106
6. Bike Routes	108
Streetscape Improvements	110
Programs/Policies	116
1. Enforce Current Codes	118
2. Attract Local Businesses	119
3. Create Marketing Package	122
4. Provide Diverse Housing Options	124
5. Amendments to Current Zoning Code	126
APPENDIX	129
Project Pro Forma	131
Works Cited	134

INTRODUCTION

STUDY AREA OVERVIEW



Purpose

The purpose of the Hempstead Livable Centers Study is to further the goals of the Houston-Galveston Area Council's (H-GAC) Livable Centers Program. The study will address the application of the Livable Centers program goals in the identified study area, including identification of community and transportation improvements that could leverage private investment and improve the quality of life in the project area.

The overall goal is to create a Livable Centers Study that will lead to a sustainable, context-sensitive, unique environment that is a desirable place to live, work, and play. This Study should be used by community leaders to better understand new concepts

and strategies to increase social, physical, and cultural opportunities for its residents, business owners, visitors, and other stakeholders. The framework for new development will be made with the intent of creating destinations that are accessible by walking, bicycling, and using public transportation.

Project Background

H-GAC is the designated Metropolitan Planning Organization (MPO) for the eight-county Houston-Galveston Transportation Management Area (TMA). This study is one of a number of action steps adopted by H-GAC's Transportation Policy Council to address mobility challenges and quality of life in the region.

Study Area

The City of Hempstead is located 50 miles northwest of Downtown Houston in Waller County. The study area includes downtown Hempstead and adjacent areas. The study area includes Brazos Street to the north, Peebles Street to the south, 5th Street to the east, and 14th Street to the west; comprising of approximately 0.5 of a square mile. See "Figure 1: Livable Centers Study Area".



Scale: 1" = 200 Ft

Figure 1: Livable Centers Study Area

Hempstead Vision Study Area

Overview

The city began as a railroad town and then transitioned into cotton production. Following cotton production, Hempstead became a shipping town. Farming and ranching have since become the main economic forces, helped in part by the region's famous watermelons. Currently, the County government and schools are the largest employers in the city.

According to the 2010 census, the population of the City of Hempstead is 7,600. Of that, 875 live within the study area.

The City of Hempstead has experienced slow growth over the past five years compared to the rest of the Houston area. Between 2000 and 2010, the study area had a 1.86 percent annual growth rate¹. According to H-GAC 2035,

¹ U.S. Bureau of the Census. "2010 Census Summary Profile, ESRI 2010. ESRI, January 2012.

the region is expected to grow by approximately 3.5 million people by the year 2035.² If Hempstead continues to create a unique, equitable, and livable environment and continues to plan proactively, it can certainly be the beneficiary of a larger share of that growth. Many initiatives recently begun by the City are ensuring its future success and development.

Comprehensive Plan

The City of Hempstead completed a Comprehensive Plan for the years 2010 - 2030 that included recommendations for Housing, Population, Land Use, Economic Development, Water Systems, Storm Drainage Systems, and Capital Improvements Programs. The document is intended to give the citizens of Hempstead a guide for making decisions in the

² H-GAC, "H-GAC 2035, August 2006. <http://www.h-gac.com/community/socioeconomic/forecasts/archive/documents/2035_regional_growth_forecast.pdf>.

development of the community for the entire city. The Comprehensive Plan served as a starting point for recommendations in the Livable Centers Study, which focuses on programs and policies within the study area. This Study builds upon and reinforces goals and actions laid out in the Comprehensive Plan in order to align the two documents.

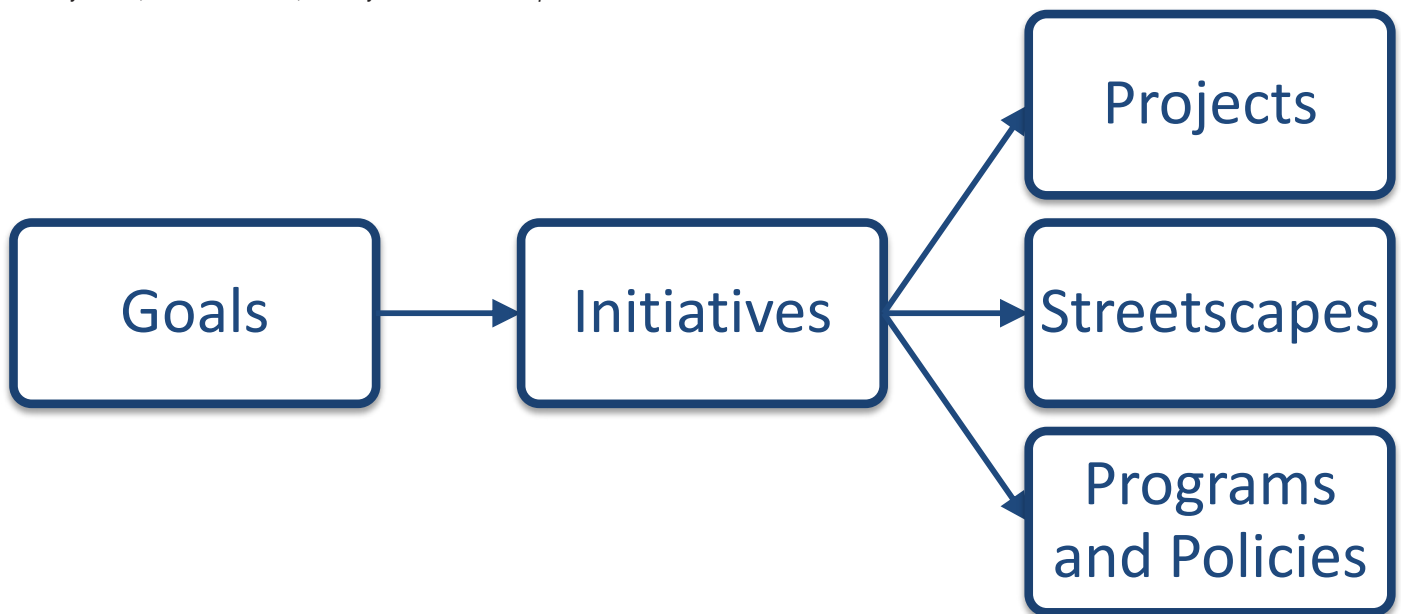


Figure 2: Livable Centers Plan Process

Legacy Design®

Design Workshop's Legacy Design® process emphasizes a deliberate approach to sustainable design solutions that is comprehensive of four Legacy categories: environment, community, art, and economics. All aspects of the design process and foundational thinking for a project are captured in this document. *Issues* associated with the project and our client's *Critical Success Factors* are defined at the outset. The design team and client define a project *Vision*, a problem statement called a *Dilemma*, and a design solution called a *Thesis*. These steps are intended to build a strong foundational story for the project that aligns the design team and client to the same *Principles* and *Legacy Goals*. DW Legacy Design® metrics are employed to ensure that the project is accountable to comprehensive *Legacy Goals* set at the beginning of the process.

Vision

The vision for the Livable Centers Study is to focus on the foundational aspects of quality of life, employment, and residential development. These will, in turn, attract more retail and services, ultimately positioning Hempstead to have greater regional influence.

Critical Success Factors

Client Critical Success Factors (CSFs) are the features or results that must be accomplished in order for the client to consider the project a success. Client CSFs should be evaluated through the course of the project and it may be necessary to revise the list as the project evolves.

During the Hempstead Livable Centers Plan kick-off meeting, the consultant team met with representatives from the City, H-GAC, and TxDOT and developed these Critical Success Factors:

1. The Study should capitalize on quality of life in Hempstead.
2. The Study should reinforce the role of downtown in the

economic development for the city.

3. The Study should focus on implementation to attract private investment and leverage public improvements.
4. "Complete streets" elements such as signage, sidewalks, and lighting improvements should be included in the Study.
5. Consideration of Hempstead history and culture should inform the Study.

Dilemma/Challenge

The City of Hempstead wants to be positioned as a desirable location for a rail stop on the Hempstead Commuter Rail Corridor. Since the auto dealerships left and US 290 was re-routed, the city is lacking a strong economic driver in the town but still valuing its quality of life.

Thesis/Approach

The Hempstead Livable Centers Study will be inclusive of all participants and focus on involving key business and community leaders in order to create a plan that is supported and has drivers for implementation. Expectations for this plan will be constantly

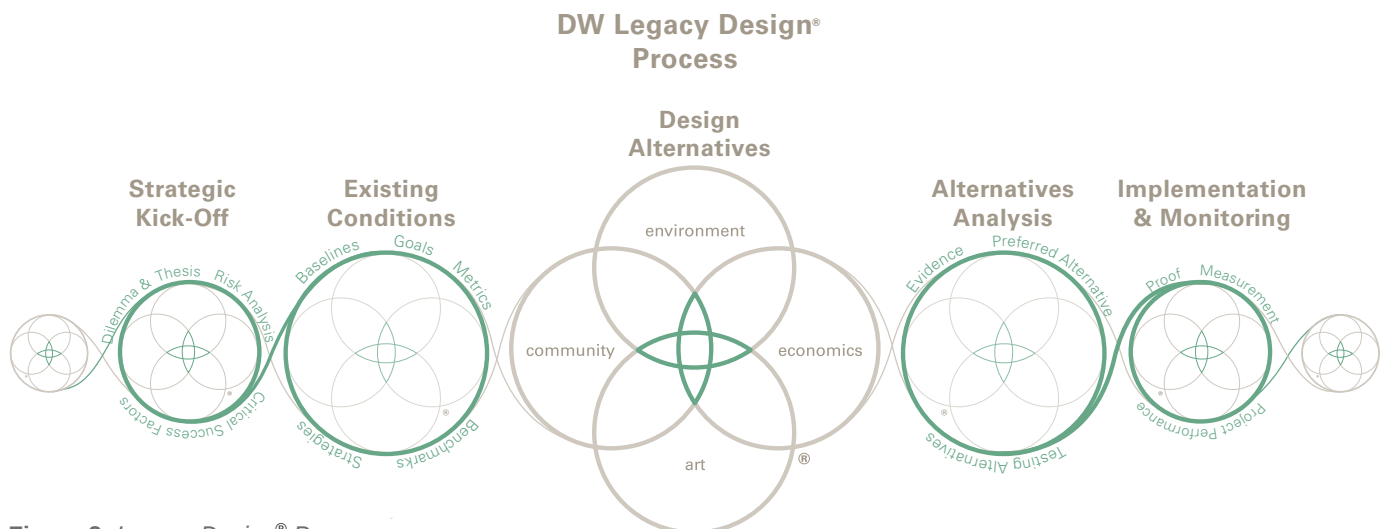


Figure 3: Legacy Design® Process

checked among the four categories (economics, community, environment, and art) in order to provide realistic, implementable recommendations to support improved market conditions. By looking at goals, projects, and expectations in multiple angles, small steps can be taken to create a desirable place for new business.

Legacy Goals

The goals and vision for this Livable Centers study were developed from the goals for the H-GAC Livable Centers program and from consultation with the client team.

The consultant team completed multiple assessments for each goal in order to obtain a better understanding of the existing conditions and needs of the community. Each assessment identified key indicators that were used to establish metrics for the project. Each metric is a way to track progress toward or away from each goal. Projects developed from this study will be evaluated using these metrics to ensure the greatest movement toward the goals. The plan should:

- Create quality, walkable, mixed-use places,
- Create multi-modal travel choices,
- Improve environmental quality,
- Promote economic development,
- Address historic and cultural preservation,
- Estimate potential for private investment to be leveraged from public improvements and
- Plan and design street, sidewalk, signage, and lighting improvements, including the development of cost estimates.



The Gazebo at City Hall provides community gathering space within downtown.



The buildings in downtown Hempstead present a great foundation for walkability.

Special attention and focus should be on the implementation of projects that create a better quality of life and improved connectivity for the entire study area.

VISIONS	GOAL	PERFORMANCE ASSESSMENT		
		INDICATOR	METRICS	EXISTING CONDITIONS/ BASELINE
Circulation and Connectivity	Goal 1: Encourage walkability and multi-modal transit choices to improve air quality and connectivity to centers.	Road Network and Human Comfort	Percentage of streets with street trees.	10 percent.
			Percentage of roads with sidewalks.	10.3 percent, or 1.25 miles, of streets in the study area have sidewalks.
		Public Transit Network	Number of residents in capture area of potential transit stop (within 1/4 mile walking distance of transit stop).	33 (3.5 percent of the total parcels within the study area).
			Linear feet of bike infrastructure.	No bike plan or trail network.
			Miles of bike routes and trails. No bike routes in the City of Hempstead.	No bike routes in the City of Hempstead.
		Air Quality	Increase air quality.	No air quality data exists. Testing is recommended as part of this study.
Public Space: Parks, Open Space, Sustainability	Goal 2: Encourage healthy living through safe public spaces.	Public Open Space	Percentage of dwellings within 1/4 - mile walking distance of parks.	96 residential parcels are within 1/4 - mile walking distance of a park. This comprises 9.6 % of the total study area.
			Linear mileage of regional trail network.	No regional trail network.
Placemaking and Branding	Goal 3: Encourage celebration and highlight Hempstead through placemaking and gateways.	Gateways/ Signage and Branding	Number of gateways with marked signage.	One gateway sign at US 290.

Table 1: Goals Matrix

VISIONS	GOAL	PERFORMANCE ASSESSMENT		
		INDICATOR	METRICS	EXISTING CONDITIONS/ BASELINE
Community Development Pattern (Land Use, Community Centers/Nodes)	Goal 4: Establish community facilities to support the local neighborhoods' service needs.	Community Facilities	Number of community facilities/1,000 residents.	22 various civic and community facilities.
			Walk score of study area.	58 out of 100.
			Number of vibrant nodes/centers in the community.	Two: The Waller County Courthouse and Post Office/City Hall are nodes in the study area.
	Goal 5: Encourage a housing mix and affordability.	Land Use and Housing	Number of blighted or deteriorated buildings in the study area.	27.
			Percentage of residents who are below the HUD-designated low income benchmark (\$19,580).	33.3 percent of households are make less than \$15,000 annual income.
Economic Development	Goal 6: Identify role of downtown and projects that complement economic development happenings in other key nodes and locations in the city of Hempstead.	Potential for Redevelopment	Number of businesses in downtown.	Eight local business retail, Two food retail.
			Retail leakage factor or surplus.	-83.9 percent, equating to losses of \$56,981,969 (based on 2010 census data).
			Percentage of vacant or deteriorated commercial buildings.	80 percent.
			Number of businesses that are members of the Hempstead Chamber of Commerce.	There are 83 members of the Hempstead Chamber of Commerce as of August 2012.
	Goal 7: Create a balance and diverse funding strategy for CIP projects and investments.	Funding Alternatives for CIP Projects	Number of different funding sources for projects.	At least two per project/program/policy.
Process	Goal 8: Gain community support for the vision and projects for the Livable Centers study.	Community Participants	Percent of participants in support of the plan.	Based upon public feedback at the conclusion of the planning process.

2

NEEDS ASSESSMENT EXISTING CONDITIONS IN HEMPSTEAD





Needs Assessment

Categories for the needs assessment were selected based upon the goals and metrics established for the project. Each needs assessment is related to one or multiple goals. This helps to ensure that projects identified at the end of the needs assessment chapter will work toward meeting the goals of this study.

The needs assessment was completed by compiling existing conditions data, measuring baseline conditions, and completing a community analysis of need. Following the analysis are potential projects that could meet the need identified for each category.

Methodology

The existing conditions data is summarized in the following narratives. Baseline information was gathered from the Hempstead Comprehensive Plan (2009) and from mapping and spatial analysis tools such as from Geographic Information Systems (ArcGIS) and AutoCAD.

Baseline conditions were measured using GIS data provided by the City of Hempstead, Public Management (Comprehensive Plan), ESRI, and the Waller County Tax Assessor. The baseline conditions will be used as the starting point for the metrics process of the project. Metrics were established for each goal as a way to measure movement toward or away from each goal.

The needs assessment was completed by comparing the existing conditions to the goals and critical success factors determined by the City of Hempstead.



The Gazebo is a beautiful, centrally-located open space in Downtown Hempstead.



Walking trails at City Park provide active recreation for the Hempstead community.

Needs were identified when existing conditions did not meet the goals or visions for the study area. Projects were generated from the goals of H-GAC, the Livable Centers, the City of Hempstead, and the stakeholder group.

Circulation and Connectivity

Goals

Goal 1: Encourage walkability and multi-modal transit choices to improve air quality and connectivity to centers.

Existing Conditions

Road Network and Human Comfort

Three major thoroughfares pass through the 12 x 9 block study area:

- Business US 290/Austin Street

- FM 1887
- SH 159

The average daily traffic count (ADT) on Austin Street ranges between 10,900 vehicles and 13,920 vehicles at various sections along the thoroughfare. SH 159 has an ADT of 10,300 vehicles. Other corridors have a relatively minor ADT compared to Austin Street and SH 159. Austin Street is a hub of many commercial activities, civic buildings — such as the County Courthouse and City Hall, and local businesses. The majority of the

study area outside of Austin street has intermittent sidewalks with the exception of St. Barbe Street, near the Hempstead Elementary School.

Metric: Percent of streets with street trees.

Baseline: 10 percent of streets have street trees. Relatively few streets in the study area have formally planned trees. Those that do have street trees only occur in the residential areas and near the post office.

Metric: Percentage of roads with sidewalks.

Baseline: 10.3 percent, or 1.25 miles, of sidewalks in the study area.

Public Transit Network

The City of Hempstead does not have any fixed-route bus or light rail services. However, there is an on-demand response transit provided for the City by Colorado Valley Transit. METRO and the Houston-Galveston Area Council (H-GAC) are researching opportunities for the city to serve as a stop on the commuter rail corridor. The proposed location of this transit station is on Austin Street near City Hall.

There are multiple bike/running/walking events that come through the Hempstead area:

- MS 150
- Watermelon Run

There are no bike route designations within the City of Hempstead. There are potential routes that could help bikers move around the city more efficiently and increase patronage at local businesses.

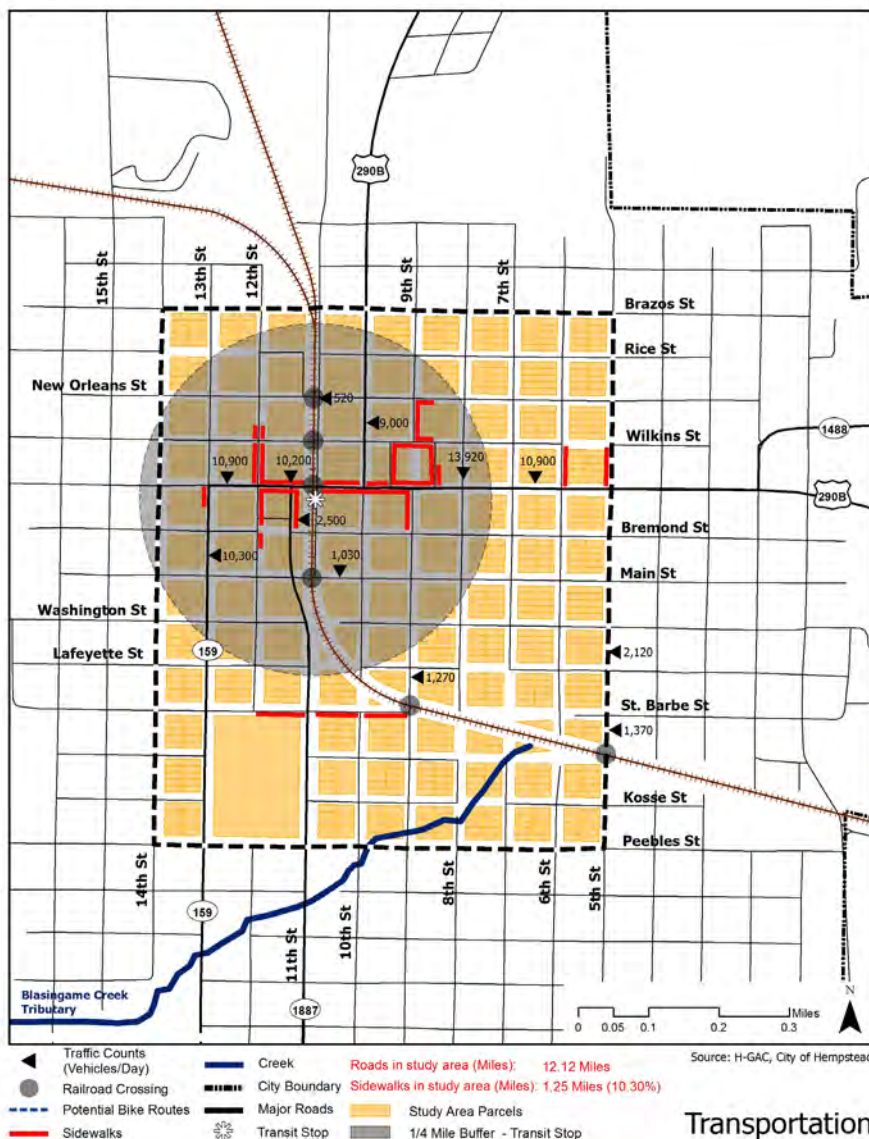


Figure 4: Existing Sidewalk Conditions

Metric: Number of residences within 1/4 mile walking distance of the future transit stop.

Baseline: 33 (3.5 percent of the total parcels within the study area).

Metric: Linear feet of bike infrastructure.

Baseline: There is currently no bike plan or trail network.

Truck Route

A major truck route currently goes through Downtown Hempstead along SH 159 to Business US 290/Austin Street which provides access to SH6 (North) or US 290/SH 6 (East to Houston). In order for Hempstead to become a truly livable and walkable downtown, the City and TxDOT must identify an alternative truck bypass route. The roadway currently conforms to large truck turning radii and thus has wide expansive streets. This makes crossing streets more difficult and dangerous within downtown, discouraging walking and other alternative modes of transportation. Reducing the width of Business US 290 will create a more comfortable downtown environment that has a similar feel to neighboring communities such as Brenham. See “*Figure 15: Truck bypass route*” on page 45 which discusses an alternative to the current route.

Needs Analysis

The study area and entire city has an excellent gridded street network. This assists in pedestrian and vehicular movement, orientation and wayfinding, improved safety, and environmental sustainability. Some suburban street patterns that do not currently exist in Hempstead and should be avoided include arterial



Streets lack sidewalk connectivity.

or collector streets intersected by dead-end streets or cul-de-sacs. Efforts to maintain the grid and develop within the existing street network are recommended for future sustainable growth to occur.

Wide, continuous sidewalks encourage walkability and help create healthy small town urban centers. LEED® ND recommends that new sidewalks be at least 10 feet wide on retail or mixed-use blocks and at least 5 feet wide on all other blocks. Within the study area, 10 percent of streets in the study area have sidewalks and some are without ADA ramps. It is recommended to provide additional sidewalks that connect schools, community facilities, parks, and other main destinations.

Despite the popularity of regional bike rides throughout the Hempstead area, there are no designated bike routes in the study area or the city.

Recommendations

- Preserve the gridded street network.
- Encourage infill developments or the expansion of the grid in new developments.
- Prevent closure of streets in order to maintain connectivity and to increase environmental sustainability.
- Re-examine policies that conflict with a connected grid of streets.
- Encourage transit-oriented development to occur around the future transit stop.
- Sign regional and local bike routes.
- Detour large trucks to a bypass route in order to provide a more safe, comfortable, pedestrian, and bicycle-friendly city.

Public Space

Goals

Goal 2: Encourage healthy living through safe and publicly accessible open space.

Existing Conditions

Public Open Space

There are four public parks and recreations centers in Hempstead:

- Hempstead Recreation Center
- The Gazebo
- The Train Depot
- City Park

In addition, there is one privately owned park in the study area:

- Playground and pocket park (located at Austin Street and 14th St.)

The Recreation Center and City Park are widely used facilities and very popular among the local residents however, these are located outside of the study area. The Gazebo, Train Depot, and the pocket park are located in the study area.

Metric: Percentage of dwellings within 1/4 - mile walk distance of parks.

Baseline: There are 96 residential parcels in the study area that are within 1/4 - mile walking distance of a park.

Metric: Linear mileage of regional trail network.

Baseline: Currently, there is no regional trail network in Hempstead.

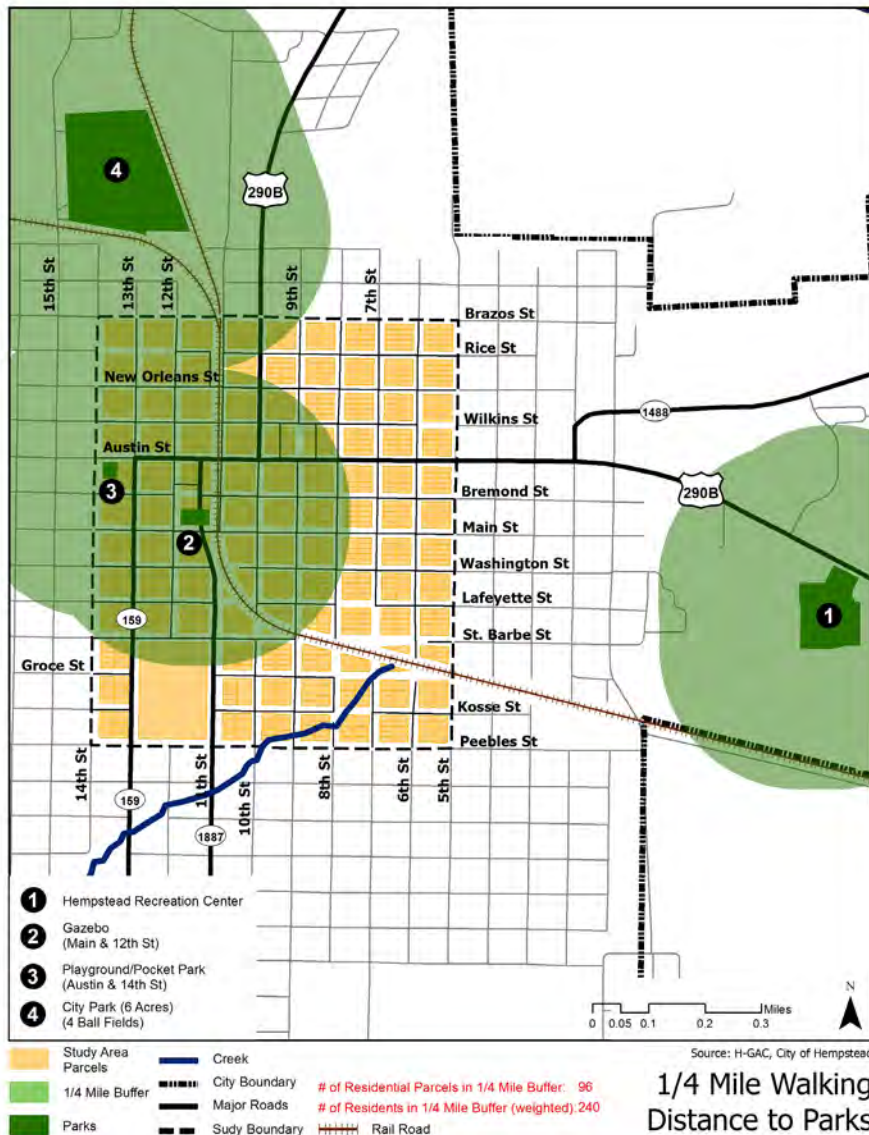


Figure 5: Existing Parks and Community Facilities

Needs Analysis

City Park, although widely popular, is located outside of the study area and is somewhat inaccessible by walking or biking. Better connections, such as signed bike routes and connected sidewalks will encourage the accessibility and use of City Park. In addition, the study area contains the Train Depot and Gazebo which offer primarily passive recreation.

Recommendations

- Encourage additional active recreation opportunities and parks in the downtown.
- Implement streetscape improvements that include sidewalks and bike routes that connect to parks.
- Construct rails-to-trails system to connect bike routes/sidewalks.
- Develop new plaza space near the future transit station.
- Identify City-owned tax lots for potential park and community space.
- Market Hempstead to event planners.
- Create committees to jump start new festival ideas and implementation.
- Continue signage/marketing/branding for Watermelon Festival.



City Park is highly used but lacks sufficient pedestrian and cyclist infrastructure.



The open spaces need more programmed activities, such as this water play feature in City Park.

Placemaking and Branding

Goals

Goal 3: Encourage celebration and highlight Hempstead through placemaking and gateways.

Existing Conditions

Signage and Branding

There are a total of two downtown signs on Business US 290/Austin Street and 9th Street and at the FM 1887 intersection.

Gateways

There is one Hempstead gateway sign located on US 290. A local artist designed and fabricated the sign and community members enjoy the look and feel of the sign. However, community members expressed concern that the sign

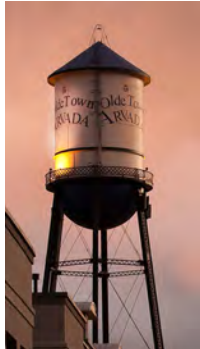
is oriented in a way that is not successful at attracting visitors to Hempstead. Plans for signage will follow the design style and materiality of the existing gateway sign.

Metric: Number of gateways with marked signage.

Baseline: There is one gateway sign at US 290.



Hempstead's existing highway monument with metal silhouettes is an attractive identity element. However, it may need to be relocated to be more effective. Furthermore, if the sign is considered to be under-scaled, it may also be relocated closer to downtown where travel speeds are slower.



Hempstead's Famous Watermelon Festival could serve as a way to market the City's activities and bring economic stimulus to the downtown area.

WHAT IS CURRENTLY WORKING:

The water tank with "Hempstead" is an effective identity piece with verticality and authenticity. Hempstead should consider lighting for a more effective evening read. In addition, the imagery can also be inspired by seed packages or fruit crate labels.



WHAT COULD WORK BETTER:

Hempstead's current Festival Billboard and the "City of Character," "Compassion and Kindness" entry sign do not have adequate charm or quality. These signs should be replaced by elements that better reflect Hempstead's identity and character.



Some bike racing events are routed through Hempstead, providing an opportunity to bring visitors to the area.

Needs Analysis

Two bike events pass through Hempstead each year. This presents an opportunity to attract bicycle users to the downtown by providing proper bike storage facilities and signed routes through Hempstead. Additional signage that lists the major local businesses and a directory of downtown activities will help attract visitors to downtown.

Recommendations

- Install street sign toppers.
- Light the water tower.
- Install wayfinding and directory signage in the downtown area.
- Create signage for the gateway/entry along US 290.
- Find a better location for the existing gateway sign. Possible locations:
 - Primary gateways: Business US 290 and FM 1488 intersection; SH 159 and St. Barbe Street intersection
 - Secondary gateways: Austin Street and Tenth Street intersection; 15th Street and Blasingame Road
- Work with local businesses to get names on a local business directory and gateway/entry signage.
- Promote festivals to other cities in the area and connect to regional food publications for listing event information.



Hempstead has a proud heritage and history, as depicted in this signage.



The picnic structures in this downtown park echo the city's railroad past.

Community Development Pattern

Goals

Goal 4: Establish community facilities to support the local neighborhoods' service needs.

Goal 5: Encourage a housing mix and affordability.

Existing Conditions

Community Facilities

Community-serving Retail

Most of the community-serving businesses are located on the west side of the railroad tracks, which is the more walkable side of the study area. The south, southeast and eastern part of the study area are not directly served by these community-serving retail stores.

Community Serving Retail in the Study Area:

1. Repka Hardware
2. Tony Newcomb Furniture
3. Hometown Hardware
4. James Newcomb Furniture
5. Holloman Air conditioning
6. Roxanne's Hair Salon
7. Hotline Press
8. Brookshire Brother pharmacy

Food retail

According to the U.S. Census, there are a total of 12 food and drink establishments in the study area. Food retail stores are located on the west side of the railroad tracks, which does not serve most of the residents in the study area.

Food Retail in the Study Area:

1. Harlans Food Market
2. Downtown Restaurants

Metric: Number of community facilities/1,000 residents.

Baseline: There are 22 various civic and community facilities throughout the study area.

Metric: Number of vibrant nodes/centers in the community.

Baseline: There are two vibrant nodes in the study area.



The study area has a rare, successful independent grocer, Harlan's Food Market.



The Post Office is located near City Hall and is part of an active node in downtown.

Walk score of study area.

Baseline: The study area ranks 58 out of 100 on the walk score, which is considered “somewhat walkable.”² The walking score is a measure of the amount of amenities (restaurants, coffee, grocery stores, shopping, schools, parks, books, bars, etc.) accessible within a specified walking distance and is a number between 0 and 100. Hempstead ranks in the next category, “Somewhat Walkable,” which means that some amenities are within walking distance.

Walk Score	Description
90-100	Walker's Paradise: Daily errands do not require a car.
70-89	Very Walkable: Most errands can be accomplished on foot.
50-69	Somewhat Walkable: Some amenities within walking distance.
25-49	Car-Dependent: A few amenities within walking distance.
0-24	Car-Dependent: Almost all errands require a car.

² Walk Score, July 2012. <www.walkscore.com>.

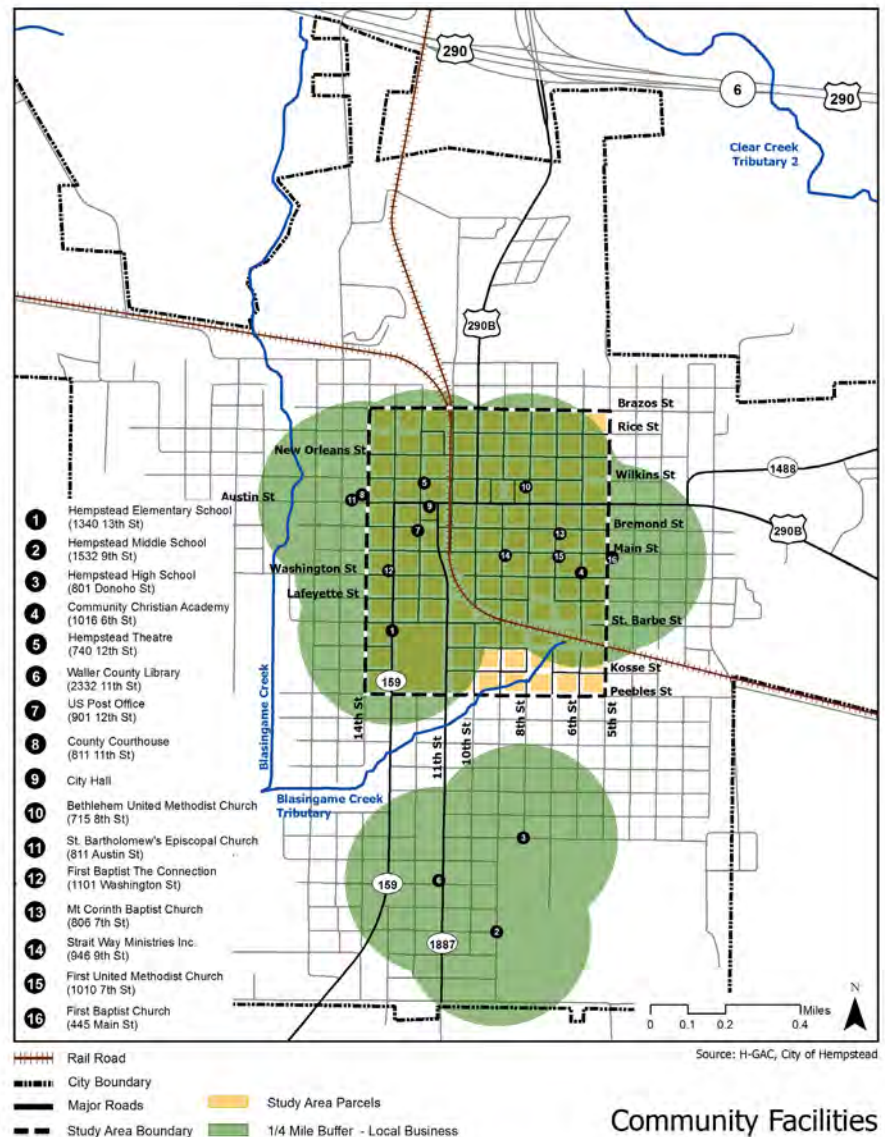


Figure 6: Community Facilities

Community Development Pattern

Land Use and Housing

The study area is comprised of primarily residential land use (12.5 percent) followed by commercial (5.5 percent) and institutional land uses (2.25 percent). The study area contains 80 percent vacant parcels, which provides the opportunity for development to occur in the downtown core.

A major concern in the community is the location of a potential 250-acre landfill and industrial park on SH6 and Kelley Road. The landfill and industrial park would potentially bring employment to Hempstead but may also increase truck traffic. If the project is approved by Council, it will take about four years to complete.

Metric: Number of blighted or deteriorated buildings in study area.
Baseline: 27 (2.7 percent of the total parcels in the study area).

Metric: Percentage of residents who are below the HUD-designated low income benchmark (\$19,580).
Baseline: At least 33.1 percent. (17.5 percent is between \$15,000-24,999, so cannot determine which percentage in this category is below \$19,580).

Needs Analysis

The study area includes 998 parcels, and of this, 12.5 percent are residential, 5.5 percent are commercial, 2.25 percent are institutional, and 80 percent are vacant. This provides a great opportunity for infill development within the vacant land and the potential for parks and open space in downtown.

According to the U.S. Census Bureau, median household income in Hempstead in 2010 is \$31,806 and the average is \$41,987. Median household income in 2000 was \$29,744. The study area has a lower median income than the rest of the city.

Recommendations

- Continue to acquire properties that are in tax trust or have delinquent taxes.
- Sell properties for minimal cost to developers with stipulation that a mix of housing and price points is to be constructed on the lot within a specified time period.
- Provide incentives for developers to develop diverse housing projects on vacant lots.
- Continue use of the HOME program to repair dilapidated housing units throughout the community.

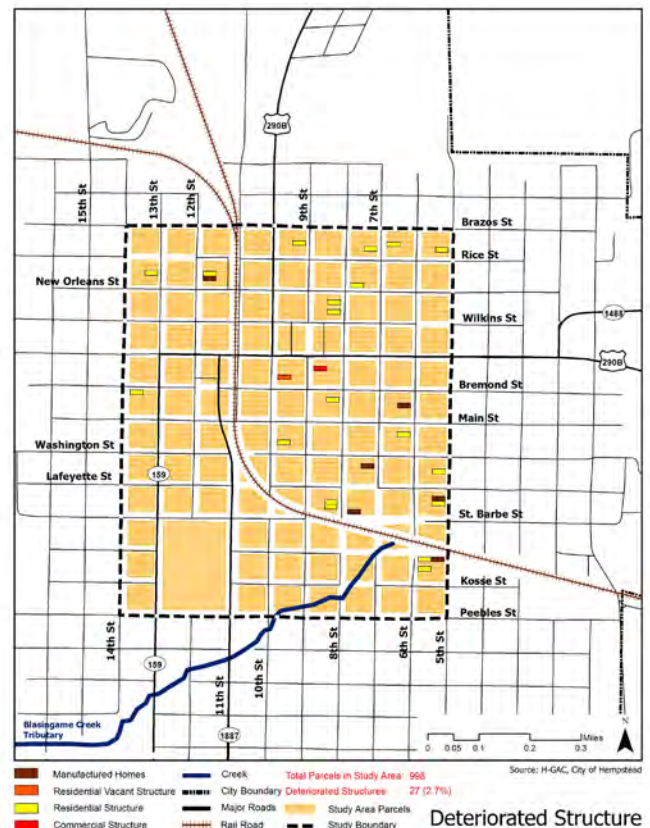


Figure 7: Dilapidated Structures

- Continue efforts to secure funding for housing-related projects.
- Create incentives for diverse housing around the future transit station.
- Ensure codes support mixed use around the future transit station.
- Establish a new medical facility.
- Encourage more community-serving retail (convenience stores, pharmacies, farmers' markets), services (bank, gym, hair care, laundry, restaurants), and civic and community facilities (adult or senior care, community recreation center, entertainment venue, public library).

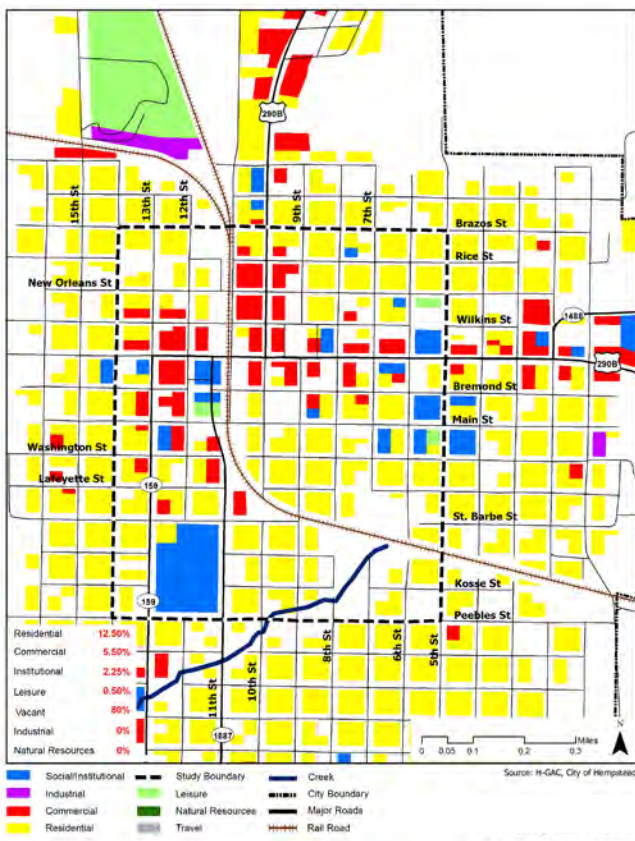


Figure 8: Existing Land Use

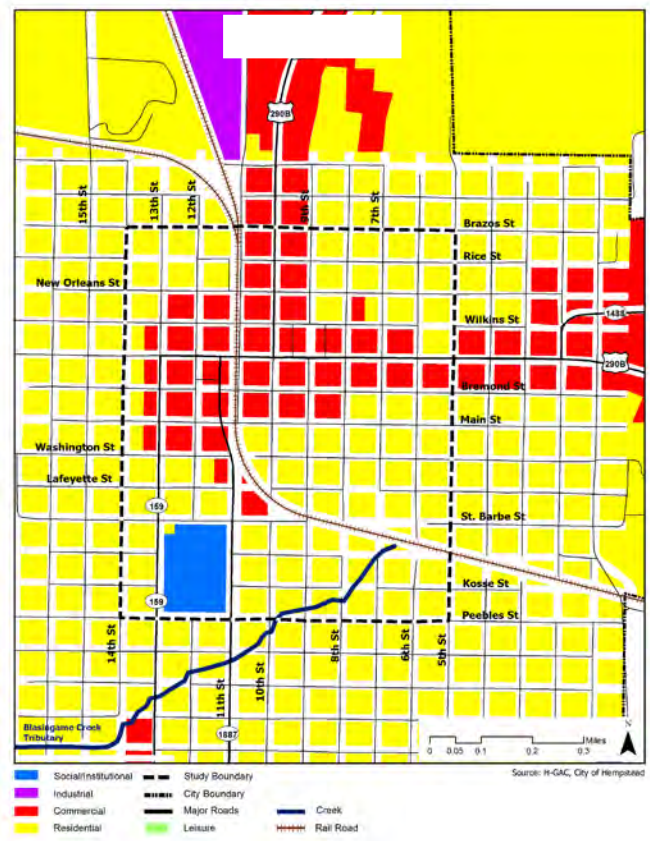


Figure 9: Future Land Use Plan, City of Hempstead Comprehensive Plan

Economic Development

Goals

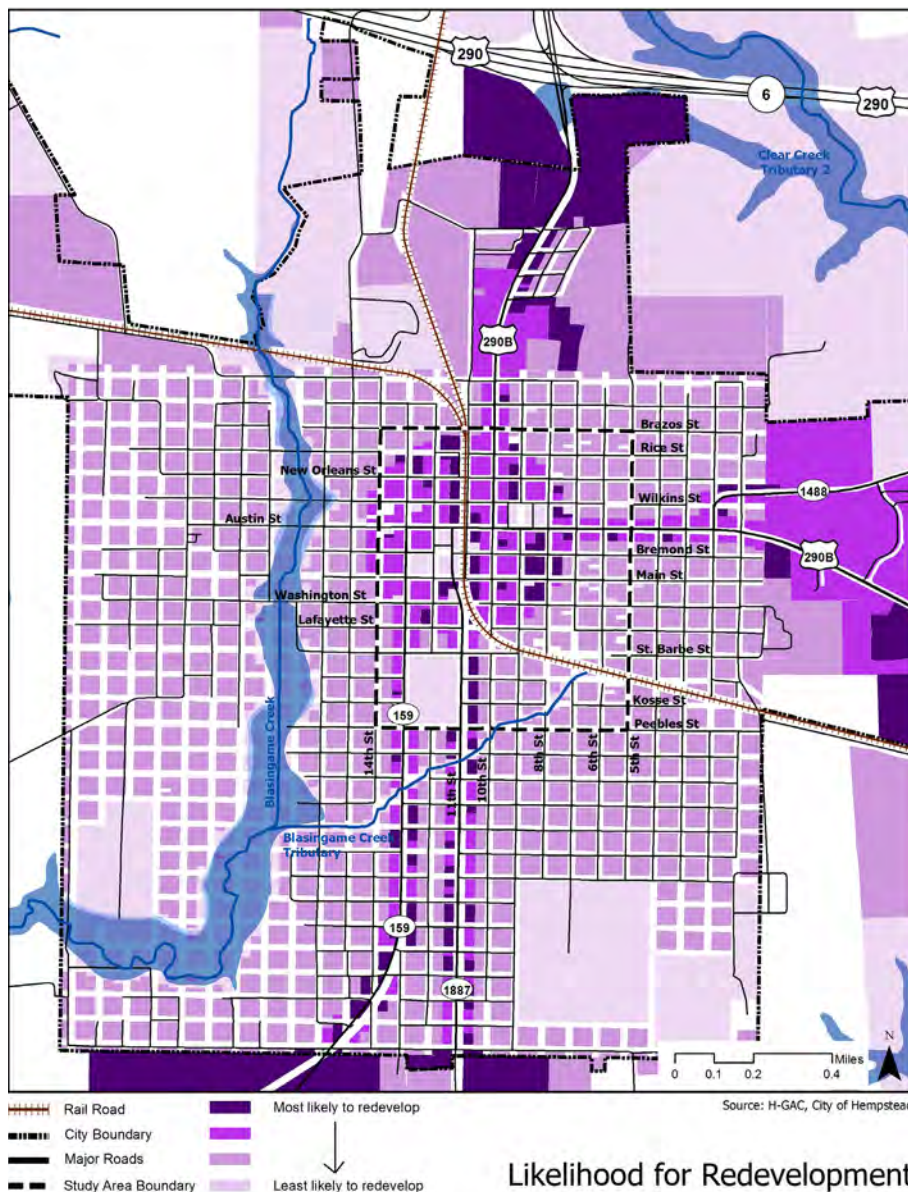
Goal 6: Identify role of downtown and projects that complement economic development happening in other key nodes and locations in Hempstead.

Goal 7: Create a balanced and diverse funding strategy for CIP projects and investments.

Existing Conditions

The demographic information pulled from ESRI shows that the project area consists of a low population density and an overall slow growth. The larger region has increased population at a much faster rate than Hempstead. The population of the study area is younger than national and state averages with a fairly evenly distributed population between white (Hispanic and non-Hispanic origins) and black races.

The median and per capita income numbers are low compared with the region, state, and U.S. As such, the current median home values are also low. As far as education, the project area has a low percentage with no high school diploma but also a low percentage of those with a higher education despite the proximity to several universities and colleges. The area jobs generally consist of blue collar and service sector jobs with few white collar jobs.



ESRI info shows that there is an 83.9 percent retail surplus within the entire City of Hempstead. Meaning that there is retail downtown and people from the outside are coming in to buy goods. This is not uncommon for a downtown area, and this is expected. That does not mean that there is not a market for additional retail. The surplus is somewhat misleading because the retail trade areas of the businesses downtown generally exceed the project area. The vast majority of the surplus is gas and grocery store food, which make up about \$42M of the \$62M spent downtown. Generally speaking, the retail in downtown currently services the population of the project area; however, there is a lack of retail diversification.

As discussed in the Community Development section, there are two food retail stores and eight local business retail stores throughout the study area. The walking distance from the food retail stores covers an insufficient portion of the study area.

Figure 10: Likelihood for Redevelopment Map

Metric: Number of businesses in downtown.

Baseline: Eight local business retail, two food retail.

Metric: Reduce retail leakage.

Baseline: There is an 83.9 percent retail surplus within the City of Hempstead.

Metric: Percentage of vacant or deteriorated commercial buildings.

Baseline: 80 percent of land parcels in the study area are vacant.

Metric: Percentage of local businesses that are part of downtown association. How many people are in association?

Baseline: There are 83 members of the Hempstead Chamber of Commerce as of August 2012.

Funding Alternatives for CIP Projects

Metric: Number of different funding sources for projects.

Baseline: There are at least two identified funding sources for each project/program/policy.

Needs Analysis

Additional restaurants, sporting good stores, and clothing stores are needed to service the population of downtown.

Recommendations

- Attract businesses and job growth in the project area.
- Continue to target businesses that match the existing workforce and have ties to local industries.
- Begin targeting future higher wage jobs and jobs requiring college education.
- Attract more college graduates from the area to Hempstead in order to increase the quality of the local workforce.
- Develop a strategy to bring a community college or local university branch to Hempstead.
- Create incubator programs and small business revolving loans that will give office space and support to startup businesses. To be successful, the program needs to be partnered with the local colleges.
- Create appropriate local incentive programs including tax abatements.
- Become familiar with and research federal and statewide business relocation incentives including enterprise funds and emerging technology funds.
- Market the community by working with the state's office of the governor and the Greater Houston Partnership economic development office. Stay in contact and get involved with each of these organizations.
- Market Hempstead land by placing the top available developable sites on the Greater Houston Partnership's Certified Property Program and the state Geographic Information SGIS.
- Encourage residential growth in downtown. More people with stronger spending patterns are needed in the project area in order to attract retail development. The overall retail demand for the current residents in downtown is only \$5M.
- Increase commercial and mixed uses around the future transit station. Provide a development opportunity that can "pencil out" today with the ability to scale with the presence of commuter rail.
- Create a mixed-use zoning code and incentivize this type of development.
- Encourage downtown development.

Public Support and Process

Goals

Goal 8: Gain community support for the vision and projects for the Livable Centers Study.

Existing Conditions

Community Participants

The devoted community of Hempstead is vital to the success and implementation of this study. By gaining public input and asking questions related to the process, the consultant team is able to garner important feedback related to the strengths of the plan and the level of support from the community.

One of the highest rated goals by the community was to gain public support for the vision and projects for the study.

Metric: Percent of participants in support of the plan.

Needs Analysis

It is important to have transparent decision making in order for the City of Hempstead and the community to be fully supportive of this plan. The projects listed in the vision aim to achieve the goals set out in this chapter that encourage healthy living, reduce dependence on the automobile, and support a robust and active economy for the future of Hempstead.

Recommendations

- Gain public support for the process by including decision-makers in the process.
- Gain feedback through listening to the community's desires and key pad polling to determine level of public support for the project.

Conclusion

The recommendations in this assessment address the needs identified for the community. Recommendations include projects to address:

- Connectivity and Circulation,
- Public Space,
- Environment and Sustainability,
- Community Development,
- Economic Development, and
- Placemaking, Signage and Branding.

Four meetings were held in order to gain public feedback and support.

1. Stakeholder Meeting: March 2012
2. Values Workshop: March 2012
3. Vision Workshop: April 2012
4. Stakeholder Meeting: July 2012



The Vision Workshop was held at City Hall.

HEMPSTEAD VISION





Process

Project selection was based upon the conclusions from the needs assessment and Client feedback. All projects were included as potential implementation projects for public feedback. Projects that were voted as high priorities in the Values and Vision Workshops have been included in the Vision for the Livable Centers Study.

Each project that was presented included an overall description and an evaluation of the potential elements included in the project, a range of costs for projects of similar nature in other communities, and potential benefits and limitations of the project. This level of information is not only helpful in prioritizing the community's "wants" but also serves to facilitate discussions of financial capacity benefits, costs, and potential partners. This will result in implementable projects to meet the vision of the community.

Stakeholder Meeting and Values Workshop

Community and stakeholder buy-in is critical to the creation of implementable projects in Hempstead. An initial Stakeholder meeting was held on March 5, 2012 and included a total of five attendees. The purpose of the Stakeholder meeting was to gain feedback related to projects they felt were essential to Hempstead's future. Hempstead Stakeholders are downtown economic development interests, local business owners and developers. This meeting also served to help broadcast the time and date of the Values Workshop.

The Values Workshop was held on March 29th, 2012. The purpose of this public meeting was to:

- Provide background information on the project.
- Explain the purpose of the livable centers study, including the approach, process and expectations.
- Present the analysis of existing conditions.
- Review the goals for the study.
- Suggest possible opportunity projects.
- Present a schedule for the plan.

The meeting was open to anyone who had an interest in the community and the process. An ad was printed in the *Hotline* — the local newspaper. Flyers were posted around town, and the Mayor's office sent e-mails. The meeting was very successful in gaining feedback related to the vision of Hempstead. There were 27 people who attended the Values Workshop.

Material presented at the Values Workshop included a presentation that gave an overview of the study area, critical success factors, the approach to the plan, and how the plan could increase quality of life. The presentation was followed by an open house where members of the community placed red and green dots on a map to indicate areas that needed improvement (red) and areas they felt were successful (green). Community members also made comments on the existing conditions mappings. The citizens of Hempstead made clear their devotion to the town by bringing in imagery of the existing gateway signage and areas that need attention.



Groups prioritized areas that need focus at the Values Workshop.

Through keypad polling devices, the community voted on overall goals and goals related to the community needs assessment categories. The results are as follows:

TOP THREE GOALS	
1.	Identify role of downtown projects that complement economic development happening in key nodes in the city of Hempstead (56%).
2.	Gain community support for the vision and projects (52%).
3.	Create a balanced and diverse funding strategy for capital improvement plan (CIP) projects. (33%).

CIRCULATION AND CONNECTIVITY OPPORTUNITIES	
1.	Invest in way-finding to route highway users to visit downtown (25%).
2.	Improve walkability downtown and along major routes (18%).

Table 2: Overall goals identified through keypad polling exercise

CIRCULATION AND CONNECTIVITY OPPORTUNITIES	
3.	Improve sidewalk connections/ increase multi-modal opportunities around the future transit stop (15%).
4.	Increase multi-modal opportunities around the future transit stop (15%).

PUBLIC SPACES AND ENVIRONMENT OPPORTUNITIES	
1.	Designate natural areas as nature parks and greenbelts (60%).
2.	Encourage new parks in downtown (52%).
3.	Improve lighting (52%).
4.	Improve park amenities (48%).

COMMUNITY DEVELOPMENT OPPORTUNITIES	
1.	Establish community facilities to support local need (63%).
2.	Enforce current codes (63%).
3.	Increase quality of housing stock (48%).

COMMUNITY DEVELOPMENT OPPORTUNITIES	
4.	Provide affordable housing availability (37%).

PLACEMAKING AND BRANDING OPPORTUNITIES	
1.	Create a marketing package (69%).
2.	Encourage gateway signage (69%).
3.	Encourage local festivals and events (65%).
4.	Develop a signage program (35%).

ECONOMIC DEVELOPMENT OPPORTUNITIES	
1.	Clear unsightly and dilapidated buildings (81%).
2.	Attract local businesses (74%).
3.	Create a balanced, diverse funding strategy (59%).

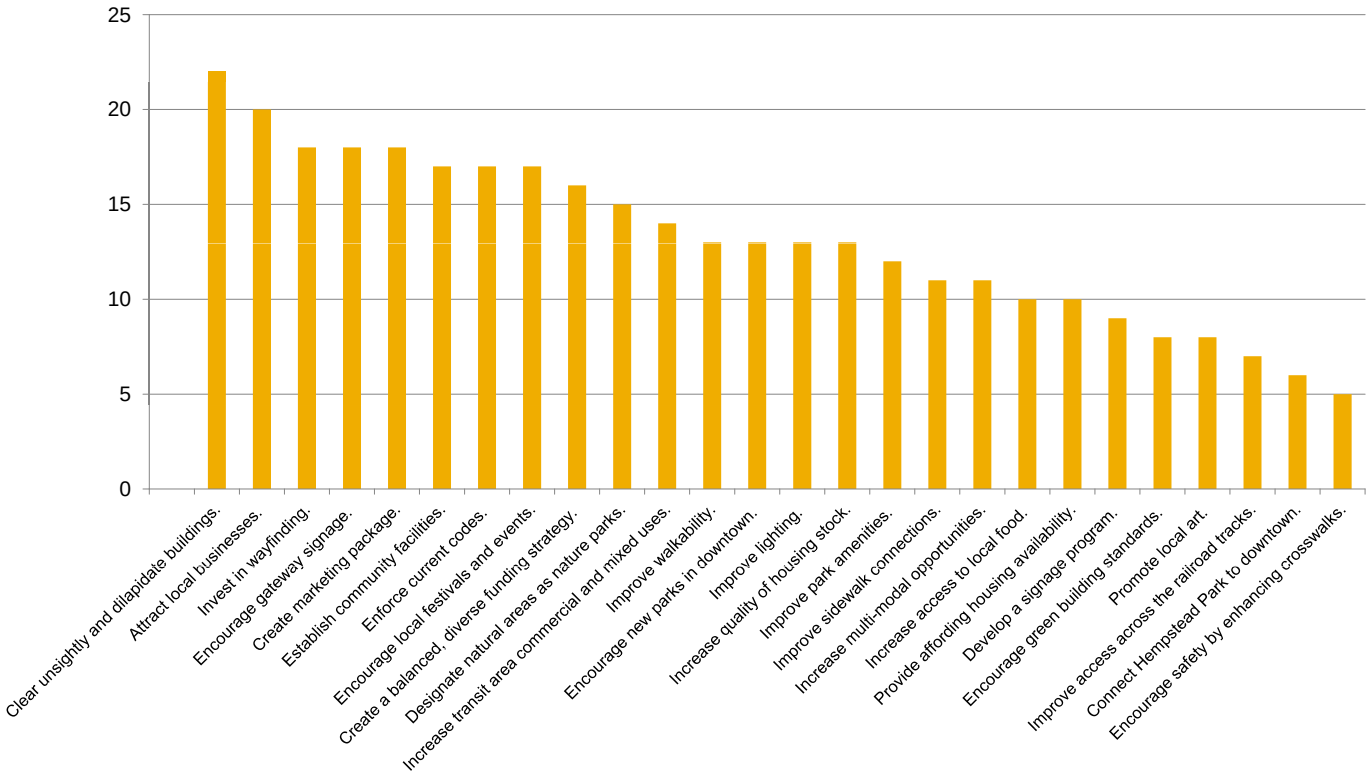


Figure 11: Results from the Values Workshop

The opportunities that were voted on at the meeting led to the following projects identified for this study:

- Project 1: Enforce current codes to ensure vacant properties contribute to the value of the neighborhood.
- Project 2: Provide affordable housing and increase the quality of the housing stock.
- Project 3: Establish community facilities to support local needs.
- Project 4: Implement streetscape and multi-modal improvements.
- Project 5: Designate natural areas as nature parks and greenbelts.
- Project 6: Encourage new parks in downtown.
- Project 7: Increase access to local foods and festivals.
- Project 8: Develop gateway signage and create an overall signage package.
- Project 9: Attract local businesses.
- Project 10: Increase commercial and mixed uses around the future transit station.



Twenty-seven community members attended the Values Workshop.



There was positive community dialogue at the Values Workshop.

Vision Workshop

The purpose of the Vision Workshop was to gain public feedback on the priority and catalyst projects that were proposed by the consultant team.

The meeting was intended for anyone who interested in project alternatives and implementation costs. Fifteen people attended the Vision Workshop.

The Vision Workshop included an open house, a presentation reviewing the key elements and costs of the priority projects.



The Vision Workshop included a presentation of initial concepts.

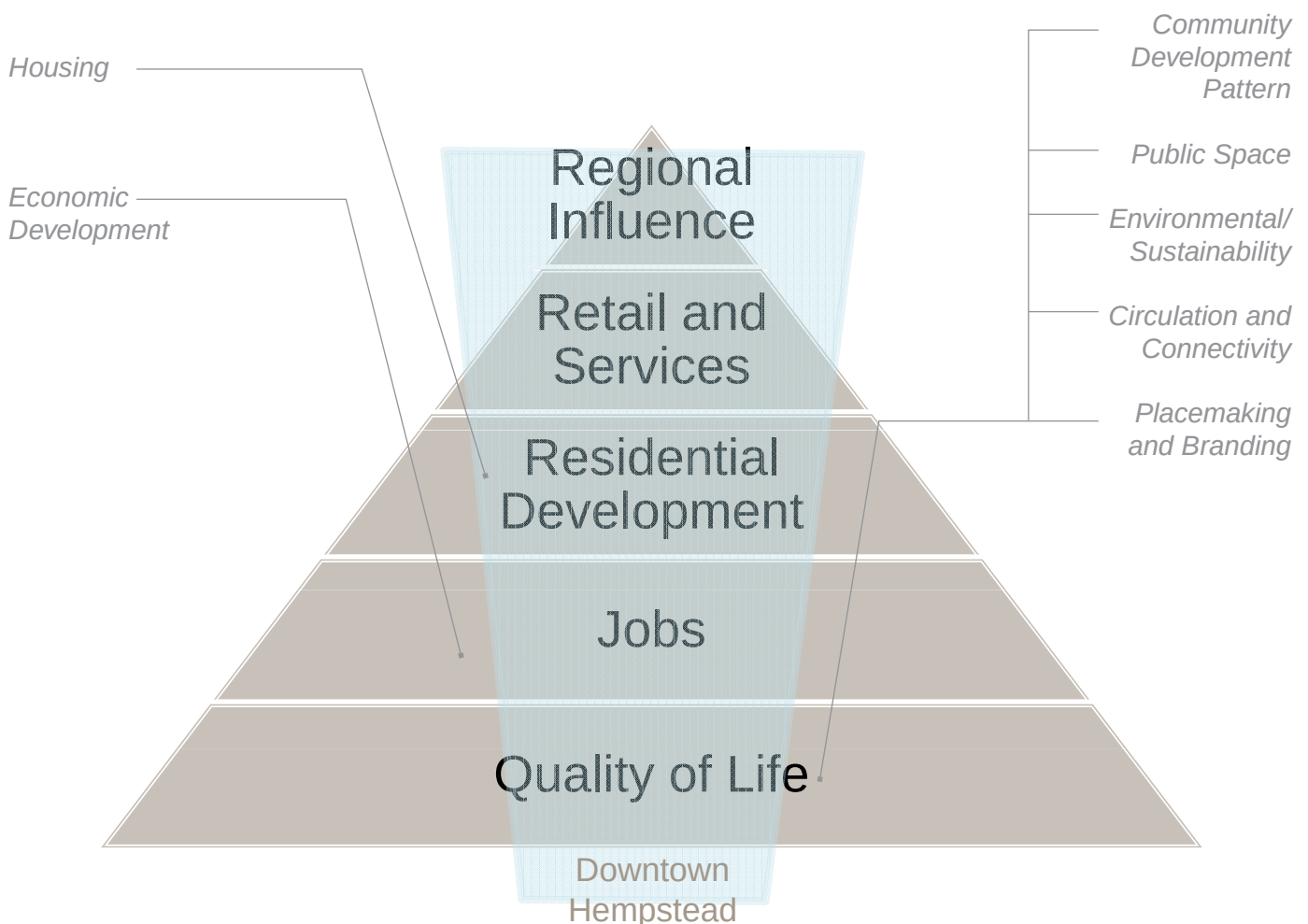


Figure 12: *Quality of Life in Hempstead is the foundation for jobs, residential development, retail, and increasing regional influence*

The Vision Workshop was held on April 19th, 2012. The purpose of this public meeting was to:

- Review the results from the Values Workshop,
- Present additional existing conditions analysis, and
- Gain feedback on initial project concepts.

Conceptual plans for two catalyst projects, streetscape recommendations, the signage and branding package, and other priority projects were presented. The projects were presented in order of highest priority based on feedback from the Values Workshop. Community development pattern projects such as enforcing current codes was the ranked the highest priority which includes programs and policies that can be implemented to encourage positive development. The majority of respondents felt the consultant team was on the right track with 91 percent of respondents loving it, liking it, or neutral, Only 9 percent of respondents needed more information.

The area of most concern was the proposed alternative cross section for Business US 290/Austin Street. Currently, a large amount of truck traffic uses Business US 290 and requires a wide turning radius. Residents expressed concern but were open to the idea of a truck bypass route so as to accommodate a more pedestrian-friendly downtown environment.

Proposed nature parks and greenbelts were of high priority at the Values Workshop, but citizens had mixed feelings about them at the Vision Workshop, partially due to the recommended alternative cross section, which at that time did not consider accommodating large



Participants were asked to weigh in on specific projects at the Vision Workshop.

trucks. However, respondents were in favor of proposing new parks in downtown, with 44 percent loving it, 33 percent liking it, and 22 percent neutral.

Branding and marketing of festivals, events, and local businesses is a high priority for the citizens of Hempstead. The majority of respondents (92 percent) said they either loved or liked the local foods and festivals projects and only 8 percent were neutral. In addition, placemaking and branding projects such as installing street toppers, lighting the water tower, and creating signage were highly supported.

The community also mentioned the lack of community facilities at the Values Workshop. When asked which facilities the plan should focus on, the highest number of responses was for the “Community-serving retail” such as convenience stores, pharmacies, or farmer’s market. However, all facilities were a top priority and included:

- Food Retail,

- Community Serving Retail,
- Services (banks, gym, hair care), and
- Civic and Community Facilities.

Overall, the public was in support of both development projects:

1. Transit-Oriented Development around a proposed future transit stop
2. Catalyst development near the Waller County Courthouse

Almost all of the respondents were in favor of the Transit-Oriented Development and only 8 percent of respondents said they needed more information. In total, 58 percent of respondents said they loved it, 17 percent of respondents said they liked it, and 17 percent of respondents were neutral.

There was even more support for the Courthouse Catalyst Project, with 73 percent of respondents saying they loved it and 27 percent of respondents saying they liked it.

Framework Plan

The Framework Plan, a culmination of projects recommended, focuses on catalyst projects around the future transit station and a development site across from the County Courthouse. These projects provide the framework for other projects and efforts identified by the community such as clearing dilapidated buildings, attracting local businesses, creating/updating wayfinding and signage, and establishing community facilities.

The following pages present the projects, programs and policies recommended. For each category of recommendations (such as Community Development Pattern); narrative feedback of what was captured at the Vision Workshop; and the outcomes for each goal are included.

The projects included in the Vision Plan were also compared against the goals created for the project to ensure all goals were addressed and to observe any imbalance in project selection. The table of this analysis is on page 34. All of the goals are addressed by at least two of the 10 projects/programs/policies.

Legend



Project Number



Specific Project Development



Economic Development Projects



Greenbelt



Signature Streetscape Improvements



Livable Streetscape Improvements



Hempstead Commuter Rail

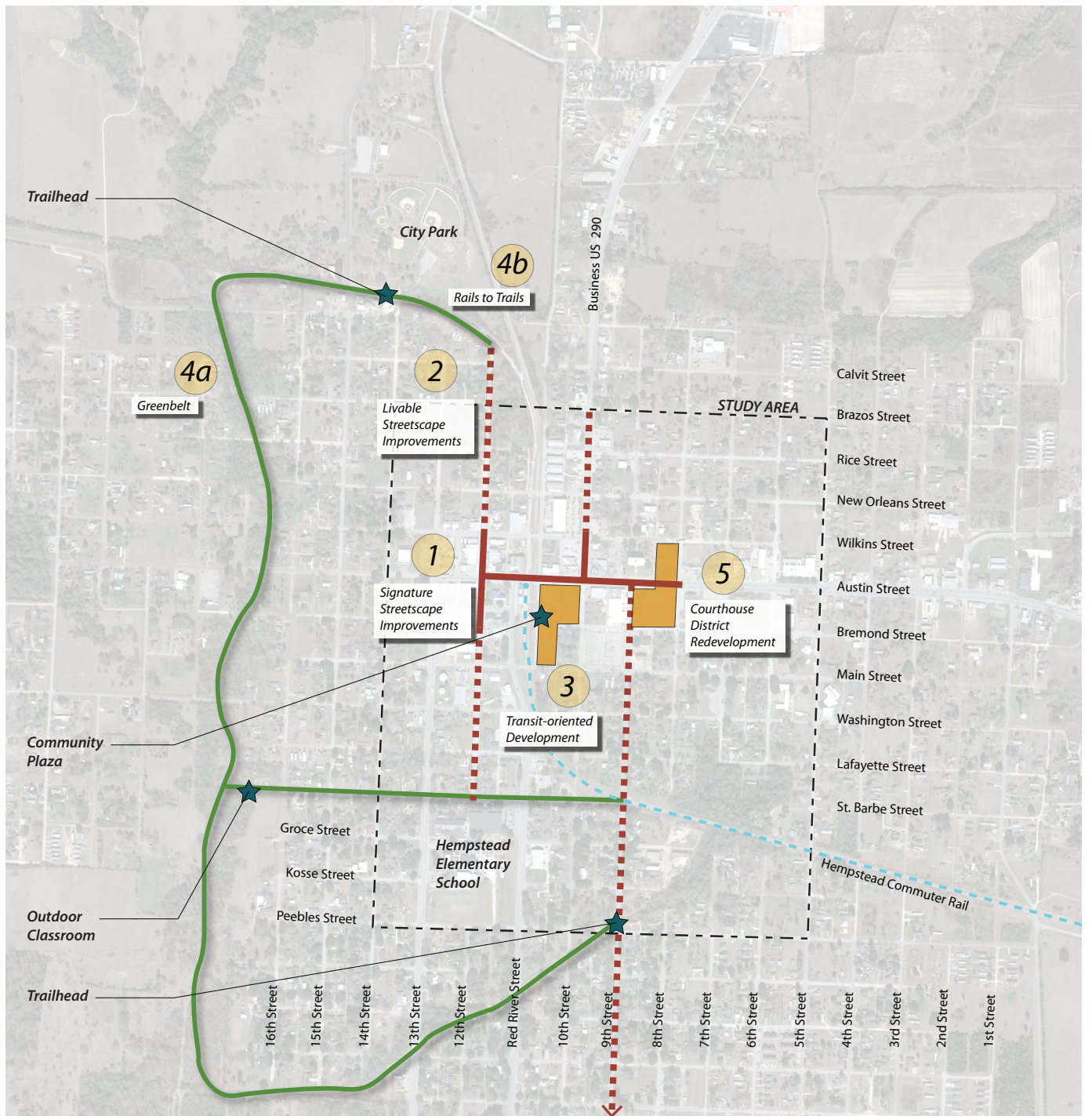
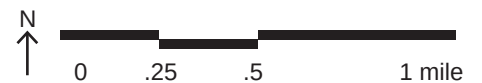


Figure 13: Framework Plan



Goals and Initiatives

VISION CATEGORY	INITIATIVE	Goal 1: Encourage walkability and multi-modal transit choices.	Goal 2: Encourage healthy living through safe public spaces.	Goal 3: Encourage celebration and highlight Hempstead through placemaking.	Goal 4: Establish community facilities to support the local neighborhoods' service needs.	Goal 5: Encourage a housing mix and affordability.	Goal 6: Identify role of downtown projects that complement economic development happening in key nodes in the City of Hempstead.	Goal 7: Create a balanced and diverse funding strategy for CIP projects and investments.	Goal 8: Gain community support for the vision and projects.
Community Development Pattern Vision	Initiative 1: Enforce current codes to ensure vacant properties contribute to the value of the neighborhood.								
	Initiative 2: Provide affordable housing and increase the quality of the housing stock.								
	Initiative 3: Establish community facilities to support local needs.								
Circulation and Connectivity Vision	Initiative 4: Streetscape and multi-modal improvements.								
Public Space and Environment Vision	Initiative 5: Designate natural areas as nature parks and greenbelts.								
	Initiative 6: Encourage new parks in downtown.								
	Initiative 7: Increase access to local foods and festivals.								

Table 3: Goals and Initiatives

VISION CATEGORY	INITIATIVE	Goal 1: Encourage walkability and multi-modal transit choices.	Goal 2: Encourage healthy living through safe public spaces.	Goal 3: Encourage celebration and highlight Hempstead through placemaking.	Goal 4: Establish community facilities to support the local neighborhoods' service needs.	Goal 5: Encourage a housing mix and affordability.	Goal 6: Identify role of downtown projects that complement economic development happening in key nodes in the City of Hempstead.	Goal 7: Create a balanced and diverse funding strategy for CIP projects and investments.	Goal 8: Gain community support for the vision and projects.
Placemaking and Branding Vision	Initiative 8: Develop gateway signage and create an overall signage package.								
Economic Development Vision	Initiative 9: Attract local businesses.								
	Initiative 10: Increase commercial and mixed uses around the future transit station.								

Table 4: Goals and Initiatives

Benchmarks

During the Values and Vision Workshops, community members strongly expressed the need for more charm and local character. They referred to neighboring small towns in the area as benchmarks and case studies in order to learn what policies they have in place that might be applicable to Hempstead.

Density

Based on input from the clients, several Texas historic downtown areas with characteristics similar to Hempstead were analyzed for density. As shown in the figures below, Downtown Hempstead is

less dense than both Navasota and Brenham - two towns that have experienced a successful revitalization of their historic cores. Hempstead has a strong downtown core coupled with large expanses of open space. When compared to Navasota and Brenham, a striking difference exists in the density of the downtown. In Hempstead, buildings are oriented to the street and have little setback from the roadway. Hempstead could benefit from basic design guidelines as future growth occurs in order to provide a more walkable downtown.

Chappell Hill

Population: 300

Walk score: 14 out of 100, "Car-Dependent"

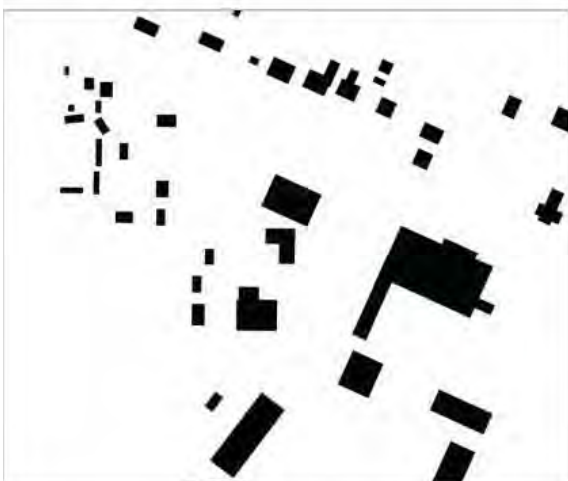
Chappell Hill had the most distinct downtown footprint due to the interest of the Garden Club, which plays an instrumental role in the beautification and care of it's downtown. Compared to Hempstead, Chappell Hill has a high aesthetic and comfort value. While Chappell Hill is less developed than Hempstead, the investment into the landscape gives this small Texas town charm and appeal.



Chappell Hill, Texas



Hempstead, Texas



Hempstead

Population: 4,691

*Walk score: 58 out of 100,
"Somewhat Walkable"*

As mentioned previously, Hempstead is organized around an inter-connected city grid. This is one of Hempstead's most valuable assets that should be preserved and built upon. Infill development should be highly encouraged on the large amount of undeveloped open space within Downtown Hempstead.



Navasota, Texas

Navasota

Population: 6,789

*Walk score: 55 out of 100,
"Somewhat Walkable"*

Navasota is the most similar to Hempstead in terms of population and walkability. The city is situated along 6S, the local route for SH6 which is similar to the relationship of Business US 290 to US 290. However, Navasota is located in closer proximity to SH 6, as compared with Hempstead. Business SH 6 has very few vacant parcels and buildings are oriented to the street with little to no setback.



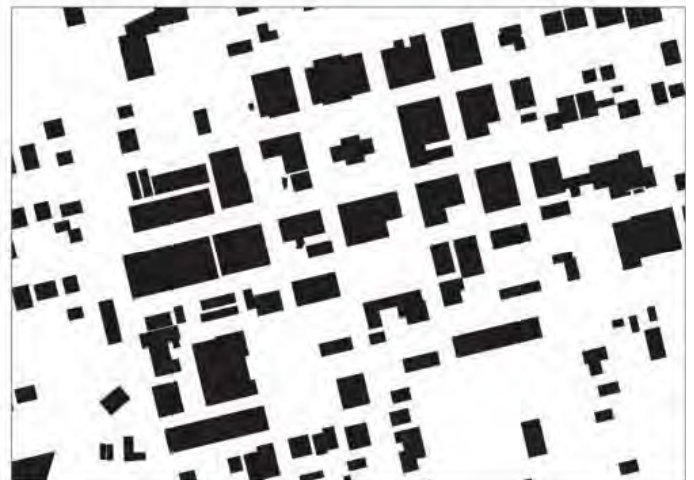
Brenham, Texas

Brenham

Population: 15,716

*Walk score: 97 out of 100,
"Walker's Paradise"*

Brenham is about three times the size of Hempstead in terms of population but very similar in terms of the way the city is laid out. In looking at the figure ground diagram below, it is clear that Brenham has a very robust, thriving downtown core with development along each street. Brenham is a great example for Hempstead when looking toward the future and how to manage growth within the existing street network.



Community Development Pattern

The initiatives outlined in the following chapter were seen as possible projects that could meet the needs identified for the community. This framework of initiatives was presented at the Vision Workshop, and each initiative's potential and relevance to this study were discussed with the group.

Outcomes

Overall, participants and public officials felt the largest issues were:

- Establishing community facilities to support local need,
- Enforcing current codes, and
- Increasing the quality of housing stock.

Plan

Based upon meetings with the City and stakeholders as well as the Values and Vision Workshops, there are three main areas of community development that need to be addressed to maintain existing downtown businesses and grow strategically.

The initiatives that were identified as priorities and that will be moved forward as part of this study are:

1. Enforcing current codes to ensure vacant properties contribute to the value of the neighborhood,
2. Providing affordable housing and increasing the quality of the housing stock, and
3. Establishing community facilities to support local needs.



An example of a thriving, colorful small-town downtown.

INITIATIVE	POLICY	PROGRAM	PROJECT	SPECIFIC ELEMENTS
Initiative 1: Enforce current codes to ensure vacant properties contribute to the value of the neighborhood.				City to continue to acquire properties that are in tax trust or have delinquent taxes.
				Continue use of HOME program to repair dilapidated housing units throughout the community.
				Give incentives to developers for developing diverse housing projects on vacant lots.
				Provide facade grants.
Initiative 2: Provide affordable housing and increase the quality of the housing stock.				Sell properties for minimal cost to developers with stipulation that new diverse housing must be constructed on the lot within a specified time period.
				Continue efforts to secure funding for housing-related projects.
				Create incentives for diverse housing around the future transit station.
				Implement mixed use around the future transit station.
Initiative 3: Establish community facilities to support local needs.				Encourage more community-serving retail though the use of incentives and encouraging or requiring retail in mixed-use developments.

Table 5: Community Development Goals and Initiatives



Austin Street is charming and attractive and it could benefit from additional commercial and retail development.

Community Development Pattern

Code Enforcement and Property Value

Initiative 1 is to enforce current codes to ensure vacant properties contribute to the value of the neighborhood. The quality of some existing structures downtown are an investment deterrent. At a minimum, investors want to be comfortable that property values will be maintained with the opportunity of future growth potential. It is also very important to existing downtown business owners that downtown is a desirable place to visit, work and shop.

The City should continue to acquire properties that are in tax trust or have delinquent taxes and minimize code violations on-site. Land banking could be used as a tool to assemble parcels that can then be sold to developers to create affordable housing. Building upon the existing street network within the City would require minimal infrastructural investment and provide increased accessibility to basic needs and services.

In order to provide more housing alternatives, the City can sell properties for minimal cost to developers with stipulation that a mix of housing is to be constructed on the lot within a specified time period. This will attract new development and increase tax revenues for the City.

Incentives should also be given to developers for the creation of diverse housing projects on vacant lots. Almost 80 percent of land in the study area is vacant. This presents a great opportunity to focus development downtown, and on vacant parcels that detract from the charming qualities of Hempstead.

Diverse Housing and Housing Quality

Initiative 2 is to provide diverse housing and increase the quality of the housing stock. The project area has ample housing stock, but is severely lacking diverse and quality housing. The growth of quality housing within the downtown trade area is key factor in the determination of private sector retail and business investment. Locating affordable housing downtown is important for the success of this project. Understanding and working with the existing demographic is just as important because any efforts of this plan should not reduce the number of existing residents.

The City should consider amending the zoning ordinance to allow for accessory dwelling units. Accessory housing may either be a detached dwelling unit with full services-bath, sleeping quarters, and kitchen; or an autonomous apartment attached to a house. This can increase residential density and encourage walkability.

Currently, the City is involved with the HOME program (administered through the Texas Department of Housing and Community Affairs TDHCA) to repair dilapidated housing units throughout the community.

The potential new transit station provides an opportunity to create incentives for diverse housing and mixed uses around the future transit station. By encouraging reinvestment near the intersection of Business US 290/Austin Street and 11th Street, the City can position itself to becoming a stop on the future rail line.

Community Facilities

Initiative 3 is to establish community facilities to support local needs. In order to attract the residents needed to grow quality housing investment, quality of life and community facility support must improve. The demographics needed to attract significant private investment require a certain level of community facility support that does not currently exist in Downtown Hempstead.

The City could encourage more community serving retail through the use of incentives to new developers. In addition, the City could also require retail in new mixed-use developments downtown.



Figure 14: Examples of cost effective, single family housing typologies that could be encouraged in Hempstead.

Circulation and Connectivity

Outcomes

During the Values and Vision Workshops, residents expressed concern for truck traffic along Austin Street and how that will affect new street sections. The design team recommends that the City of Hempstead begin conversations with TxDOT regarding a future truck bypass in order for the implementation of Phase 2 streetscape to occur.

Residents were also interested in the idea of adding bike routes along FM 1488 and Business US 290/Austin Street. Although there is currently a very small biking community in Hempstead, an opportunity exists to create a more comfortable and inviting atmosphere to encourage biking. Cities that incorporate bicycle routes and facilities are more likely to have bicycle commuters.³ Small errands within town could be accommodated by implementing new bike infrastructure, such as signed and painted bike routes and implementing bike parking at parks, schools, and downtown.

Overall, participants and public officials felt the largest issues were:

- Truck traffic along Austin Street,
- Speeding along Austin Street,
- Traffic on Austin Street,
- Lack of lighting,
- Lack of connectivity between downtown and the High School and Lumber yard, and
- Lack of ADA compliance.

Plan

The initiatives identified as a priority and will be moved forward as part of this study are to:

1. Create a truck bypass route,
2. Implement transit station in Hempstead,
3. Encourage local and regional bike routes,
4. Implement streetscape improvements, and
5. Ensure subdivision ordinances allow for the grid system to be maintained.

Air Quality

A significant outcome of this study and specifically the projects in the circulation and connectivity section, is the ability to increase air and water quality. Air quality is a function of activities that result in the release of pollutants, and the environmental factors available for absorbing pollutants. An air pollutant is described as any substance in the air that can potentially harm humans or the environment. In Hempstead, air pollutants could be associated with emissions from cars, trucks, and trains.

Environmental features, such as parks and trees help with pollutants by capturing and mitigating negative effects. Through making transit, walking, and biking trips more feasible, air quality is improved through less emissions from private automobile travel.

Providing designated bike routes that are safe for bicyclists could provide more multi-modal opportunities. The streetscape improvements would provide additional multi-modal opportunities and the additional street trees and plantings can help mitigate harmful pollutants in the air.

A way to study the improvements to the air quality would be to associate the pollutants with vehicle miles traveled (VMT). To count the VMTs, a detailed study should be performed in software like Synchro. The study would include recording existing traffic volumes, making predictions based on improvements, modeling improved traffic signal synchronization, and converting the VMTs to an air quality output.

Projects that contribute to the improvement of the air quality in the region could be eligible for funding from the congestion mitigation and air quality improvement fund (CMAQ). The addition of bicycle and pedestrian facilities, as well as the construction of transit terminals would all be projects potentially eligible for CMAQ funding. There are multiple steps required to qualify and apply for CMAQ funding, but these opportunities should be studied further.

³ Arthur C. Nelson and David Allen. *If You Build Them, Commuters Will Use Them: Association Between Bicycle Facilities and Bicycle Commuting*. Transportation Research Record: Journal of the Transportation Research Board. Vol.1578, 1997.

PERFORMANCE ASSESSMENT INDICATOR	INITIATIVE	POLICY	PROGRAM	PROJECT	PROGRAM/POLICY/PROJECT
Community Facilities	Initiative 4: Streetscape and multi-modal improvements.				Transit station implemented in City of Hempstead.
					On local roads, replace/update stop signs and street name signs.
					On Business US 290, begin working with TxDOT to integrate regional bike routes into streetscape.
					Market Hempstead to bicycle events coordinators and users.
					Construct and install streetscape elements for Livability Streets.
					Construct and install streetscape elements for Signature Streets.

Table 6: *Circulation and Connectivity Goals and Initiatives*



New local and regional bike routes, as well as a greenbelt will add needed recreational open space for citizens of Hempstead.

Circulation and Connectivity

Truck Bypass Route

Hempstead is not unlike many Texas towns. The town developed along a railroad depot with major highways providing routes from farms to town squares and markets. The highway system expanded over the years connecting major cities. Traffic increased, calling for larger street cross sections that could carry peak traffic especially during hurricane evacuation scenarios. As traffic, trade, and consumer demands for products and services continued to increase, bypass highways were developed to provide faster, more efficient travel across the state. The once heavily traveled highways that routed traffic and customers through towns are now underutilized, expansive sections of pavement that are difficult for pedestrians to cross. These wide cross sections often hinder more context appropriate streetscape and development, the very charming factors that small town downtowns were originally known for.

Business US 290 is ripe for consideration for an alternative cross section. Several alternatives are possible. Each varies in terms of the amount of parking, the width of median, and streetscape elements that could be included. Conflict points could be reduced through effective access management techniques. Ultimately, the goal would be to transform an obsolete highway cross section into a boulevard serving a mixed-use commercially oriented, walkable street while still accommodating the traffic demand.

The Hempstead community was intrigued with the idea but was very concerned with the amount of trucks that utilize Business US 290. The



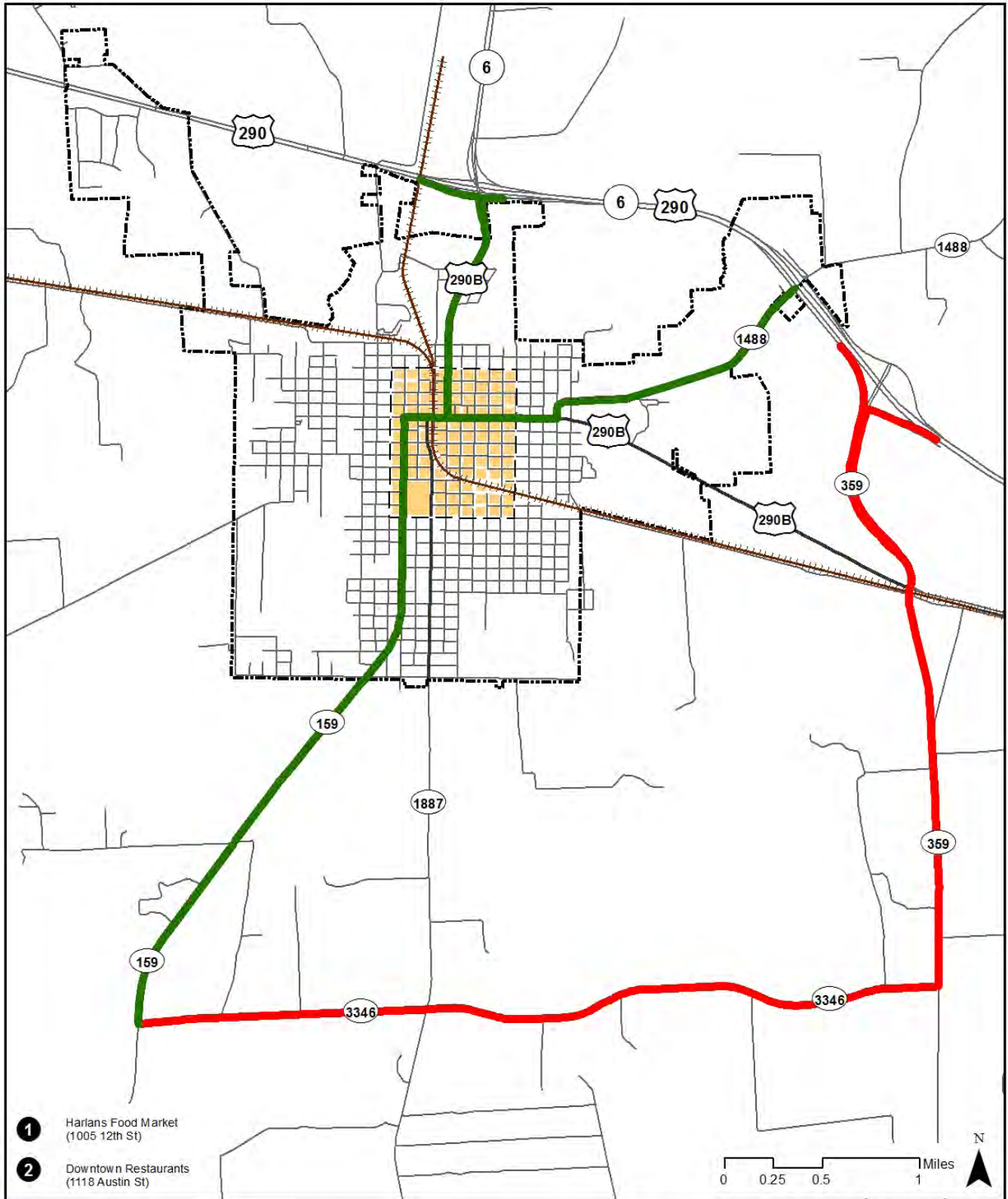
Trucks currently require a wide turning radius along SH 159 and Business US 290.

community was concerned that trucks already have difficulty turning downtown. They were concerned that narrowing the cross section at intersections to provide shorter paths for pedestrians would be problematic with the heavy volumes of turning trucks. Many citizens acknowledged having to back up along major streets to avoid being hit by wide-swinging, turning trucks. The community spoke of the need for a truck bypass for Hempstead so that these large industrial trucks would not have to maneuver through the downtown while heading to other destinations beyond Hempstead.

In investigating why trucks are attracted to the route through Downtown Hempstead, you begin to understand that there are limited opportunities to cross the Brazos River. SH 159 provides a Brazos River crossing and connects Hempstead to Bellville. The fastest path for traffic heading north or east from Bellville is along SH 159 through Hempstead providing access to SH 6 (north) or US 290/SH 6 (east to Houston). However, this route requires several turning maneuvers within the downtown core of Hempstead.

The City of Hempstead could consider working with the Texas Department of Transportation to sign a truck route along a different route. An alternative route for trucks heading north from Bellville would be to take SH 159 north, turn east on FM 3346, then turn north on FM 359. FM 3346 does not have shoulders but otherwise is a very similar cross-section to SH 159. Lighting and signage improvements would be recommended at the intersection of SH 159 and FM 3346.

Coordination with truck operators, businesses, and land owners along this route would be key to the successful implementation of a truck bypass plan. Reducing the amount of through truck traffic downtown would significantly improve the charm, character, and development potential of the downtown environment. Provisions for truck turning maneuvers would still accompany any alternative streetscape or cross-section recommended for Business US 290/Austin Street. The alternative cross section suggestions on page 59 are recommended to be implemented in tandem with the truck bypass implementation.



Truck Route

Figure 15: Truck bypass route

Circulation and Connectivity

Transit-Oriented Development

Hempstead Corridor Commuter Rail Study

As the City of Hempstead grows, the possibility of a future transit stop along the existing rail line could be made a reality.

A study was recently completed that examined two commuter rail options for the Hempstead Corridor. This study identified the outer most station located in Hempstead with stops also in Prairie View and Waller. The study assumed that the average commuting speed would be 45 mph. This speed would average in the time spent at the stations loading and unloading. It also assumed that trains would operate at 20 minute service intervals and would be approximately \$6 (similar to what METRO charges). The train cars are assumed to be bi-level and would accommodate 150 passengers each. Service would begin in 2019 and park and ride services along this route would be discontinued.

The study indicated that in order for commuter rail service along the Hempstead corridor to be feasible a connection to downtown Houston is necessary. If the line did not connect to downtown Houston, ridership would be approximately 2,640 passengers a day. If the rail does connect to downtown Houston, ridership is expected to be approximately 22,578 passengers a day. From Hempstead to downtown Houston, the trip would take approximately 75 minutes.



Passengers on the future Hempstead Corridor Commuter Rail will stop in the heart of downtown.

The cost to build this rail corridor to the Eureka rail Yard located at IH 610 is approximately \$291 million. To extend the line into downtown would cost an additional \$255 million. The cost to operate and maintain this rail line would be approximately \$28 million per year.

The next focus is to ensure the downtown connection through the Eureka Rail Yard at IH 610. There have been conversations between the rail representatives that indicate the rail operators are interested in working with H-GAC to help make this commuter rail a reality.



Figure 16: View of the potential Hempstead Commuter Rail Corridor



Figure 17: View of the potential Hempstead Commuter Rail Corridor facing southeast

Circulation and Connectivity

Bike Routes

Local routes

Implementing new transportation options for Hempstead will help encourage healthy living, instill community pride, add tourism potential, and change the way community members travel throughout Hempstead. Designated bike routes help to steer bike traffic to appropriate locations in a neighborhood, on streets that include less traffic than major roadways, such as Business US 290. The local bike routes through neighborhoods in Hempstead should also connect to the larger, regional bike network. In addition, if funding becomes available, local bike routes could connect to a greenbelt that follows Blasingame Creek. Currently, there are no designated bike routes or lanes in Downtown Hempstead, although regional bike users and some local users connect to other small towns or destinations within downtown.

The most prominent proposed bike route in town connects Hempstead City Park to Hempstead Elementary School and to downtown. These local routes are designed for safety and accessibility for community members in Hempstead and are designed to connect public facilities.

In order for new bike routes to be implemented in the city of Hempstead, local and regional routes should be identified through signage.



Bike routes can be separated from automobile traffic along bike paths.

Regional routes

The City should begin working with TxDOT to implement new signed routes as shown on Business US 290, FM 1887, and 15th Street.

Market Hempstead to bicycle event coordinators and users

Hempstead is currently used as a regional bike network with cyclists riding through the beautiful Texas landscape of agricultural fields, and small towns. Popular rides include Hempstead to Chapell Hill, the Bluebonnet Express, and a Hempstead-Melon trail that passes through local watermelon fields. Hempstead could position itself as a bike-friendly city to become a destination for cyclists and tourists.

Cyclists are currently travelling along Business US 290, FM 1887/Red River Street, Farm to Market FM 1488, and SH 159. Cyclists along regional bike networks connect users to Chappell Hill, Brenham, Prairie View, and Waller. Pedaling the Prairie is an example of a bicycle event that is currently organized in Hempstead at the Waller County Fairgrounds. Efforts should be made to encourage cyclists to visit Hempstead while on regional bike rides.

The City of Hempstead should reach out to:

- Pedalling the Prairie,
- Bluebonnet Express,
- Northwest Cycling Club, and
- MS 150.

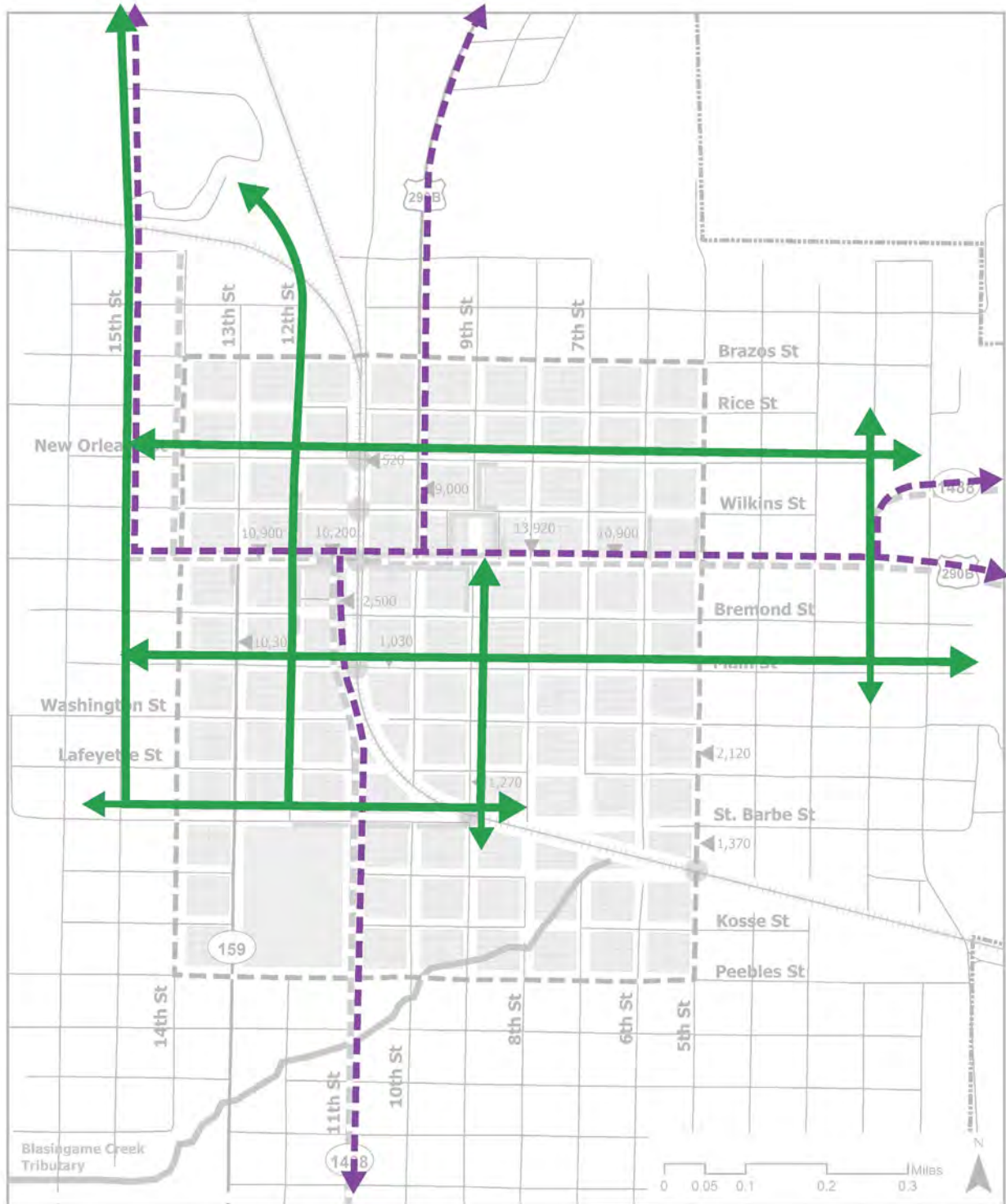


Figure 18: Recommended Regional and Local Bike Routes

--- REGIONAL BIKE ROUTE

--- LOCAL BIKE ROUTE



Circulation and Connectivity

Streetscape Improvements

Safe, walkable and healthy streets are a reflection of a city's values and economic health. Elements such as adequate lighting, ADA-accessible ramps, signage and wayfinding, seating, and connected sidewalks are essential to creating a walkable downtown. The city of Hempstead has recently installed sidewalks throughout downtown but could benefit from including consistent ADA ramps, lighting, and signage. The following is a summary of the benefit of each streetscape element.

Lighting

Improved lighting can enhance the overall look and feel of a street or a neighborhood. Lighting can also help to prevent crime, improve safety, and contribute to an overall sense of pride in a neighborhood.

Sidewalks

As City and neighborhood leaders move forward with capital improvement plans over the next few years, the design team suggests that the improvements include continuous sidewalks in all streetscape areas.

ADA Compliance and Accommodation

The plan for Hempstead provides sufficient accommodation for pedestrians to meet the requirements of the ADA. The recommended sidewalk includes at least four feet of sidewalk space to meet ADA requirements. In addition the crosswalk areas at intersections should include ramps that orient at 90-degree angles, in order to guide visually handicapped persons traveling along the sidewalks to safely access destinations across the street and to avoid traveling out in the middle of intersections.

Pedestrian Crossings

Shorter crosswalk distances allow for pedestrians to cross from one side of a street to another with a diminished chance of potential accidents involving a vehicle. Within Hempstead, the crosswalk distance would decrease from 76 feet to 66 feet under the recommendations of this plan. This would result from the installation of curb-cuts and the narrowing of the street. LEED® ND recommends 12.8 seconds for acceptable crosswalk timing. The time it takes to cross Business US 290/Austin Street is 30 seconds for the elderly and visually impaired (LEED® ND target is 2.5 feet per second) and 22 seconds for downtown standards (LEED® ND target is 3.2 feet per second). This time could be reduced to 26 seconds for the visually impaired and elderly and 19 seconds for downtown standards by reducing the street right of way to 66 feet.



Benches
Landscape Forms - Plainwell Bench



Litter Receptacles
Landscape Forms - Plainwell Litter Receptacle



Bike Racks
Landscape Forms - Pi Bike Rack



Supervision



Continuous Sidewalks



Improved Crossings



Bulb outs



Traffic Calming and Lighting



Signage

Enhanced Street Crossings

Figure 19: Phase 1 Streetscape Elements



Wide sidewalks and bike routes integrated into the streetscape.



Figure 20: Signature and Livable Streets Streetscape Improvements

Street trees

Healthy, mature street trees and planting provide not only increased human comfort but also have been proven to reduce traffic speeds, increase security, reduce urban heat island effect, and improve business. Studies have shown that businesses on streets with streetscape elements show 20 percent higher income streams than those without.⁴

Planting street trees is an easy, cost-effective strategy that will increase charm which has been proven to improve overall emotional and psychological well-being. Benefits of street trees can be found on the Davey Tree website⁵

⁴ Dan Burden, *22 Benefits of Urban Street Trees*. Glatting Jackson and Walkable Communities, Inc; May 2006. <http://www.michigan.gov/documents/dnr/22_benefits_208084_7.pdf>.

⁵ <<http://www.davey.com/ask-the-expert/arborist-advice/tree-calculator/national-tree-benefit-calculator.aspx>>.

Site furnishings

The recommended benches, trash receptacles, and bike racks for Hempstead fall within a traditional style of streetscape furnishings. Examples of site furnishings for Hempstead can be found in "Figure 19: Phase 1 Streetscape Elements" on page 50.

Circulation and Connectivity

Streetscape Improvements

The 5-year plan (Livable Streets) and 25-year plan (Alternative Cross Section/Signature Streets) provide Hempstead with alternatives that can be completed immediately and with improvements that require additional planning and funding. These streetscape improvements are presented here in order to give options based on available funding and resources. Streetscape improvements have two typologies which are explained on the following pages in “Figure 21: Streetscape Phasing Plan” on page 53.

Livable Streets

Livable streetscape improvements will further increase connectivity between main points of interest in Hempstead such as parks, open space, educational facilities, and the downtown core.

Livable streetscape improvements include installing ADA ramps at each intersection, sidewalks, streetscape furnishings (benches, trash receptacles), lighting and signage. Improvements are designed to encourage healthy living and walkability in Downtown Hempstead. Although improvements have been made to the downtown core, there are gaps where ADA ramps, lighting, and seating could be improved.



Street trees, marked crosswalks, and wide sidewalks for outdoor dining shown here make a comfortable, walkable, and livable downtown.



Positive urban development and large mature trees provide an ideal location for this Farmer's Market located in central Salt Lake City.

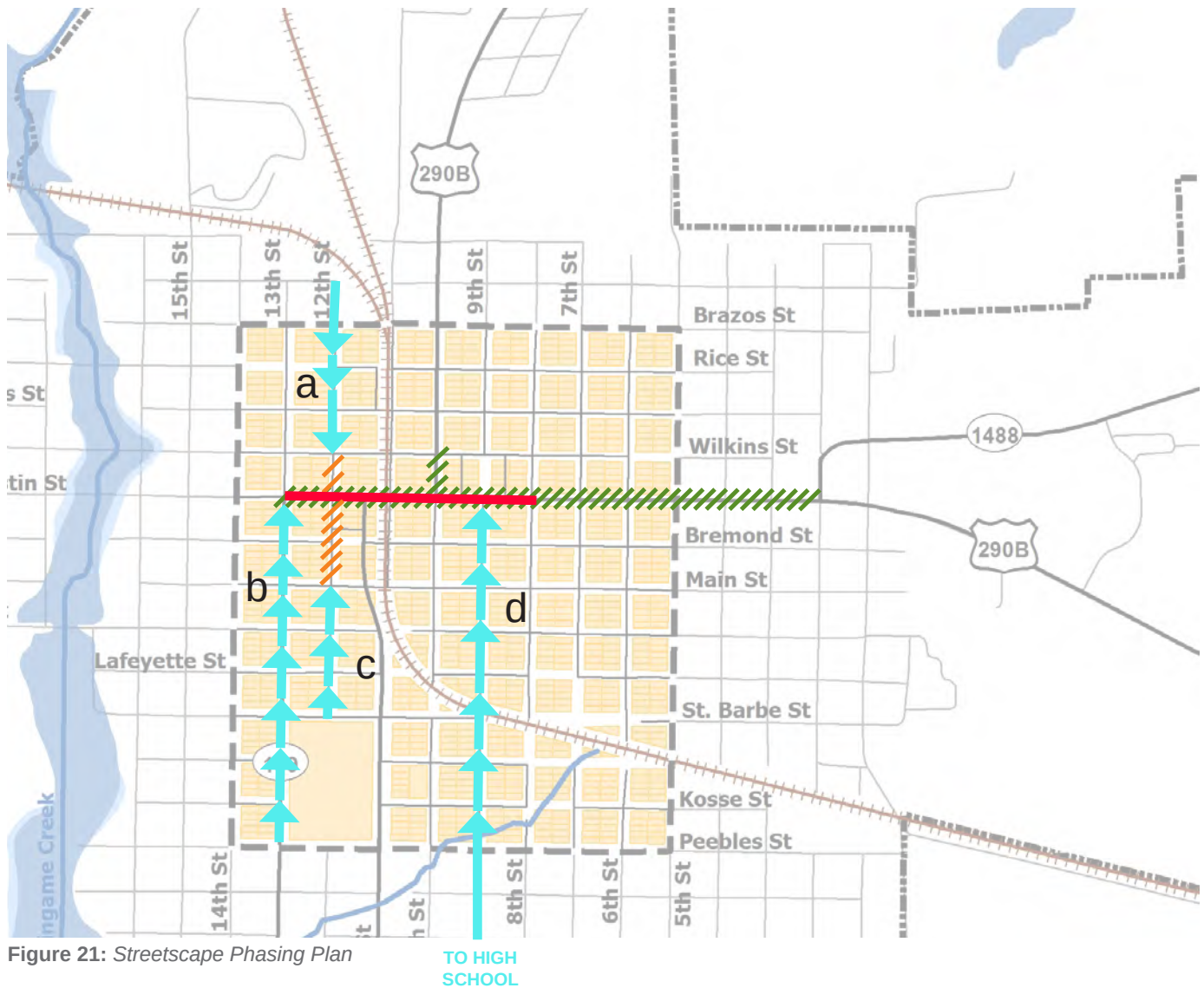


Figure 21: Streetscape Phasing Plan

- **PHASE 1: LIVABLE STREETSCAPE IMPROVEMENTS**
 (EVENTUAL FULL BUILD-OUT TO SIGNATURE STREETSCAPE)
 FUNDING: CITY
 DISTANCE: .36 MILES
- ➡ **PHASE 2: LIVABLE STREETSCAPE IMPROVEMENTS**
 (ARROW INDICATES DESIRED DIRECTION OF IMPROVEMENT)
 FUNDING: CITY
 DISTANCE: A - .25 MILES
 B - .50 MILES
 C - .20 MILES
 D - .90 MILES
- /// **PHASE 3: SIGNATURE STREETSCAPE IMPROVEMENTS**
 FUNDING: CITY
 DISTANCE: .20 MILES
- /// **PHASE 4: SIGNATURE/LIVABLE STREETSCAPE IMPROVEMENTS**
 (SEE TYPOLOGY DIAGRAM FOR TYPE OF STREET IMPROVEMENTS)
 FUNDING: TxDOT
 DISTANCE: .9 MILES

Streetscape Improvements- Livable Streets

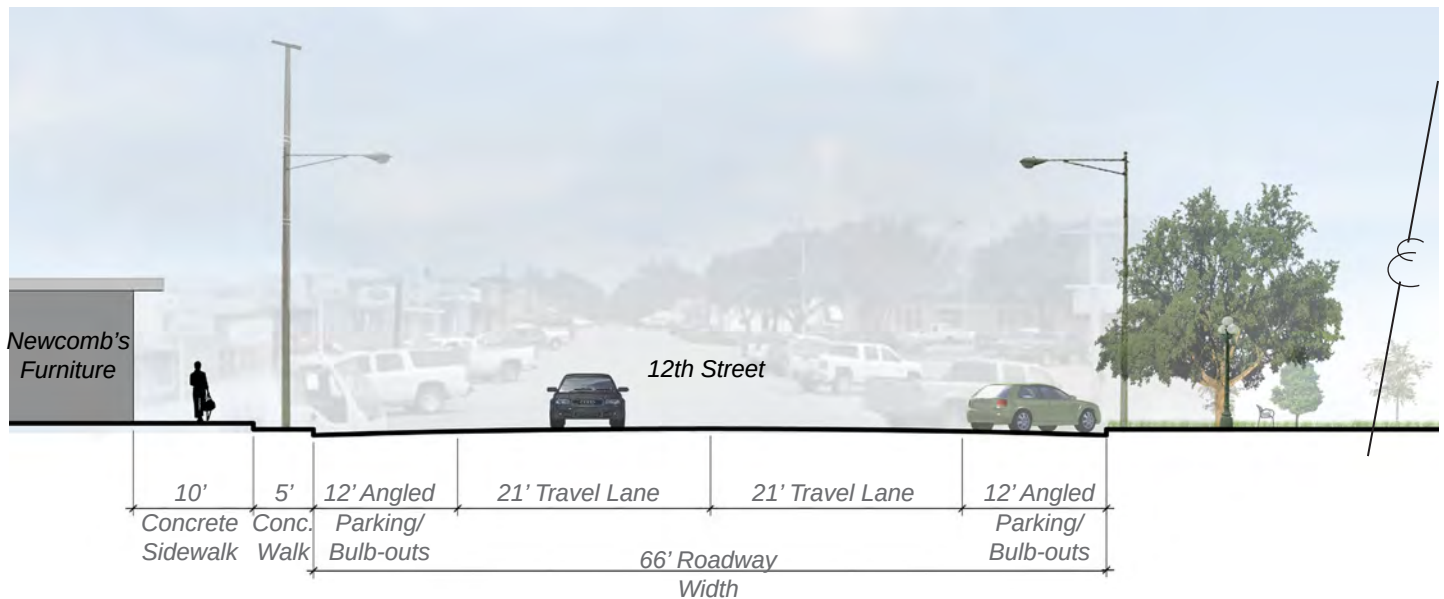


Figure 22: Existing: 12th Street to Gazebo
Scale: 1/16" = 1'-0"

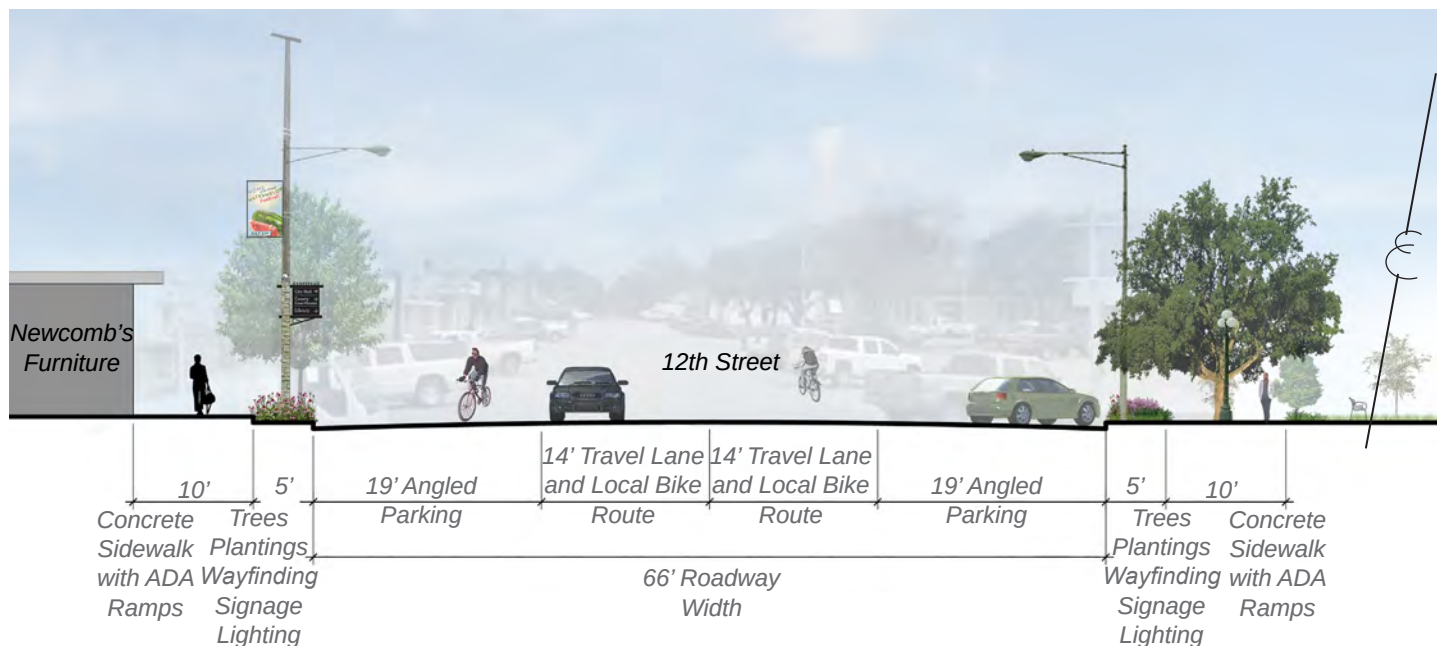


Figure 23: Proposed: 12th Street to Gazebo
Scale: 1/16" = 1'-0"

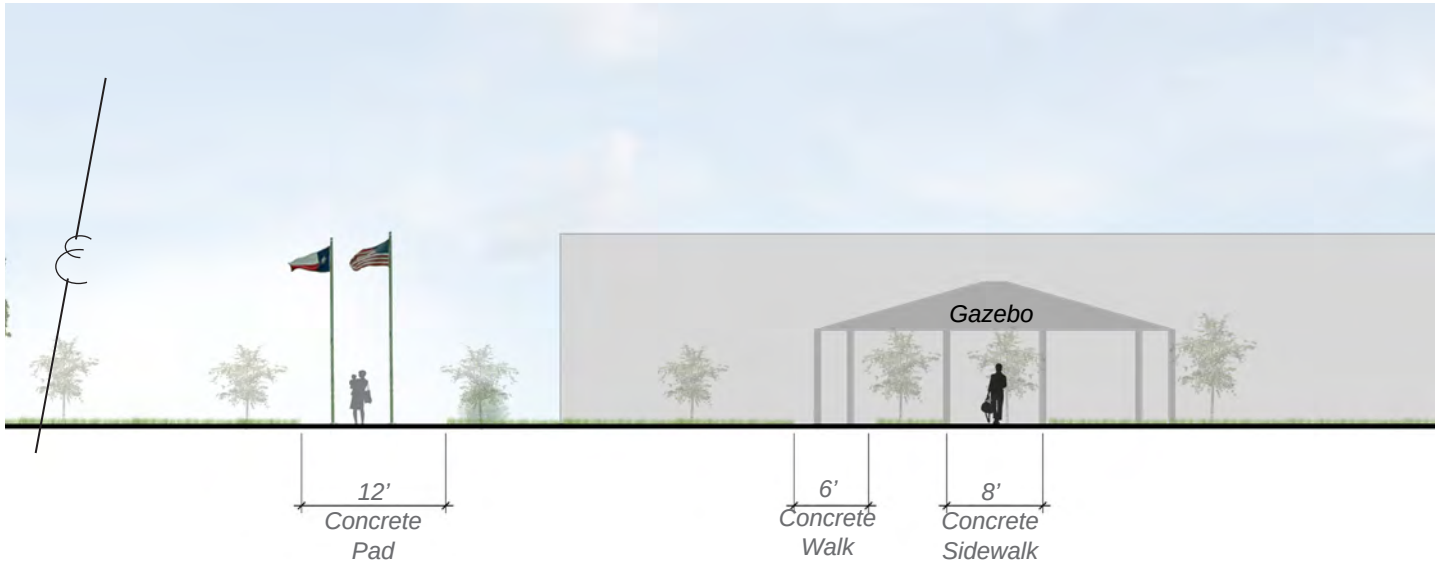


Figure 24: Existing: 12th Street to Gazebo
 Scale: 1/16" = 1'-0"

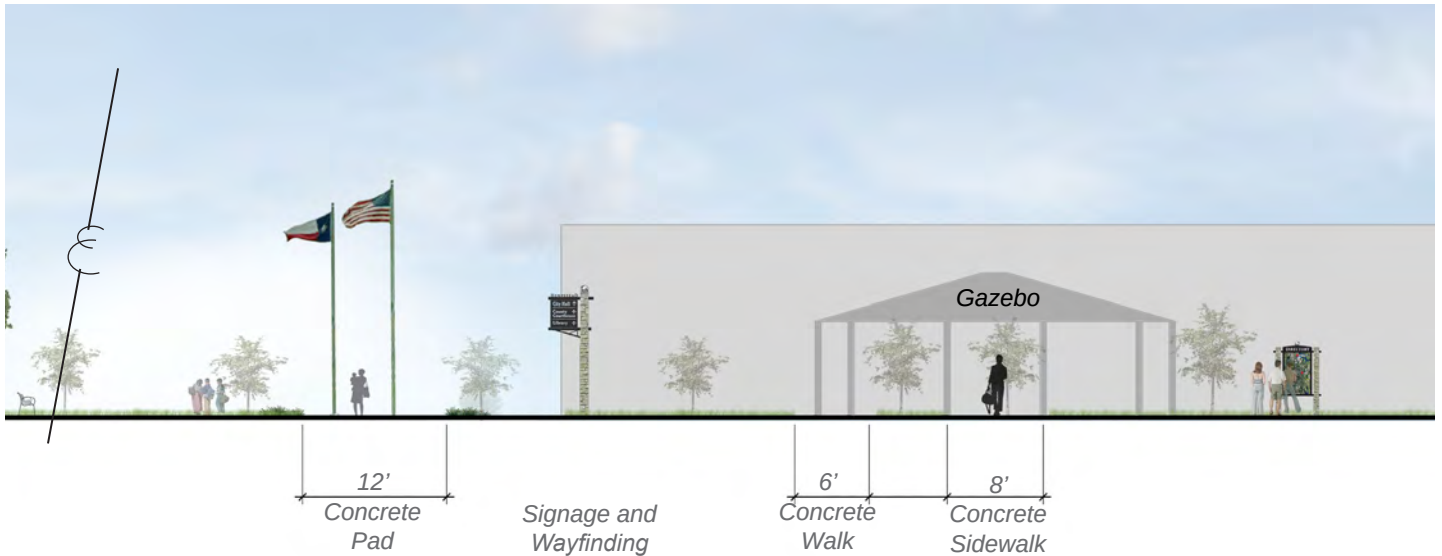
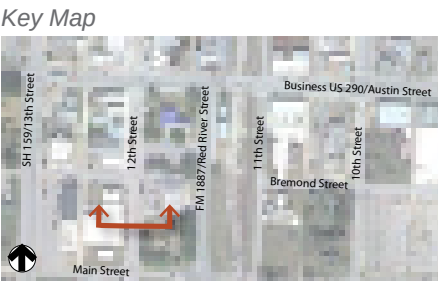


Figure 25: Proposed: 12th Street to Gazebo
 Scale: 1/16" = 1'-0"



Streetscape Improvements- Livable Streets



Figure 26: Existing: FM 1488 to 11th Street
Scale: 1/16" = 1'-0"

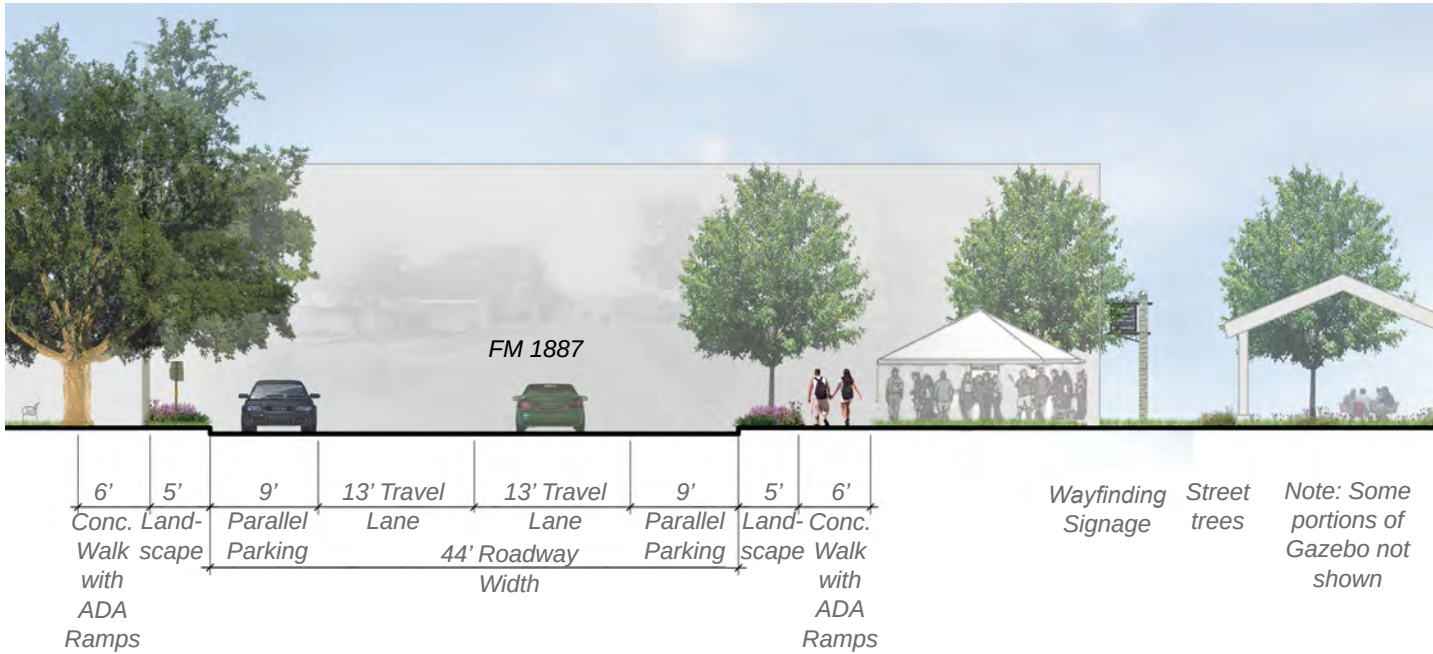


Figure 27: Proposed: FM 1488 to 11th Street
Scale: 1/16" = 1'-0"

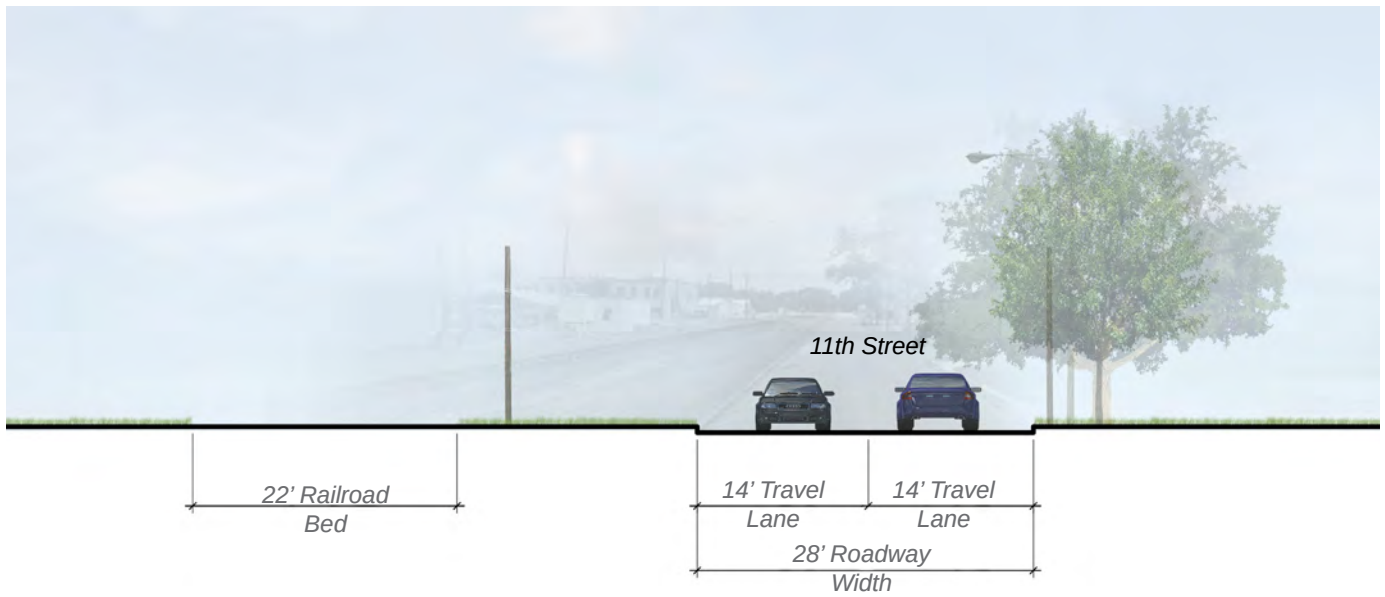


Figure 28: Existing: FM 1488 to 11th Street
Scale: 1/16" = 1'-0"

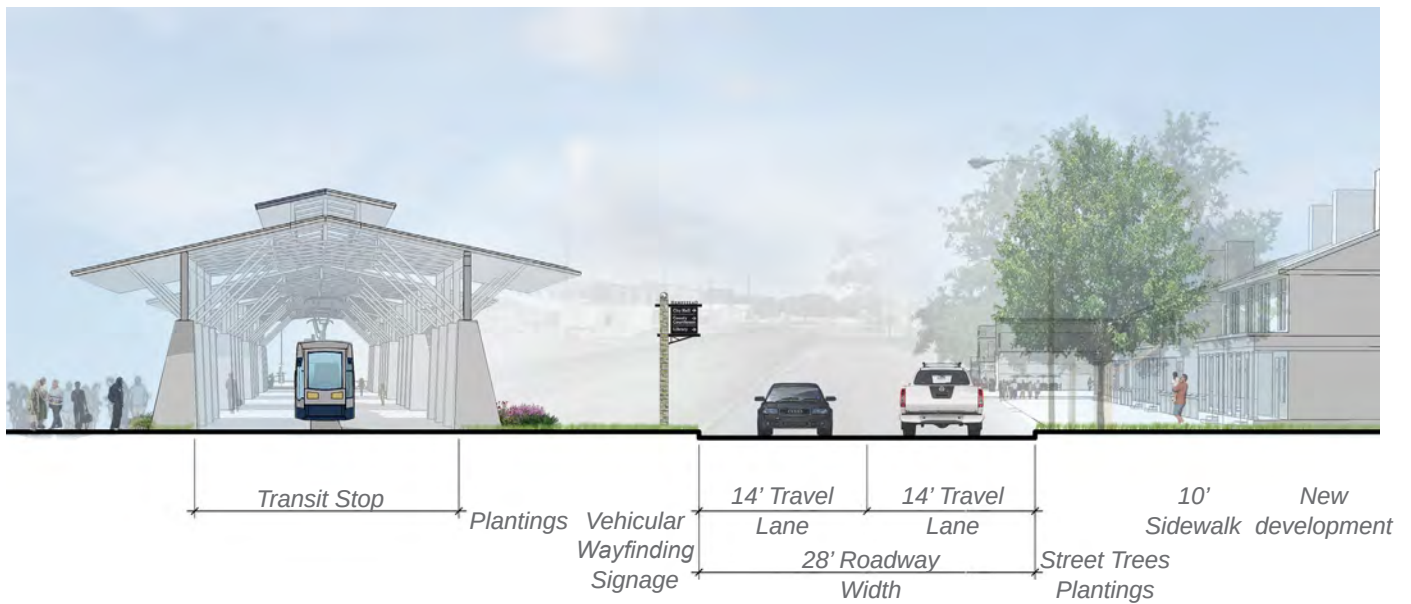
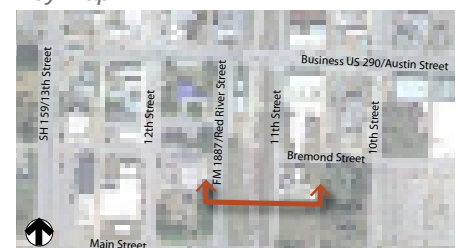


Figure 29: Proposed: FM 1488 to 11th Street
Scale: 1/16" = 1'-0"

Key Map



Circulation and Connectivity

Signature Streets

Signature streetscape enhancements include livable streetscape improvements in addition to bulb-outs and, in some cases, entire street reconstruction. Because Business US 290/Austin Street will be funded by TxDOT, they will likely require a full street reconstruction in order to take care of necessary transitions and drainage. However, the signature streetscapes that the City funds do not require a full street reconstruction and can be accomplished with installing bulb-outs.

Alternative Cross Section

Business US 290/Austin Street should be considered for an alternative cross section, in which several alternatives are possible. Each varies in terms of the amount of parking, the width of median, and the streetscape elements that could

be included. Conflict points could be reduced through effective access-management techniques. Ultimately, the goal would be to transform an obsolete highway cross section into a boulevard serving a mixed-use, commercially oriented, walkable street while still accommodating the traffic demand.

The streetscape elements as part of the alternative cross section include a full back of curb reconstruction as well as a reconfiguration of the existing lanes along Business US 290. This option includes:

- New curbs,
- Bulb-outs,
- Landscaped Median,
- Sidewalk/ADA ramps,
- Street trees,
- Plantings,
- Street furnishings,
- Lighting, and
- Signage and Wayfinding.

This option is recommended as a long-range plan for the city of Hempstead in order to create a more walkable, safe, and comfortable streetscape that will encourage reinvestment in downtown; increasing revenues to the City of Hempstead.

An access management plan is also encouraged. This plan recommends shared driveways to reduce conflict points on major routes.



Figure 30: An example of a bulb-out, ADA ramps, and plantings/rain gardens

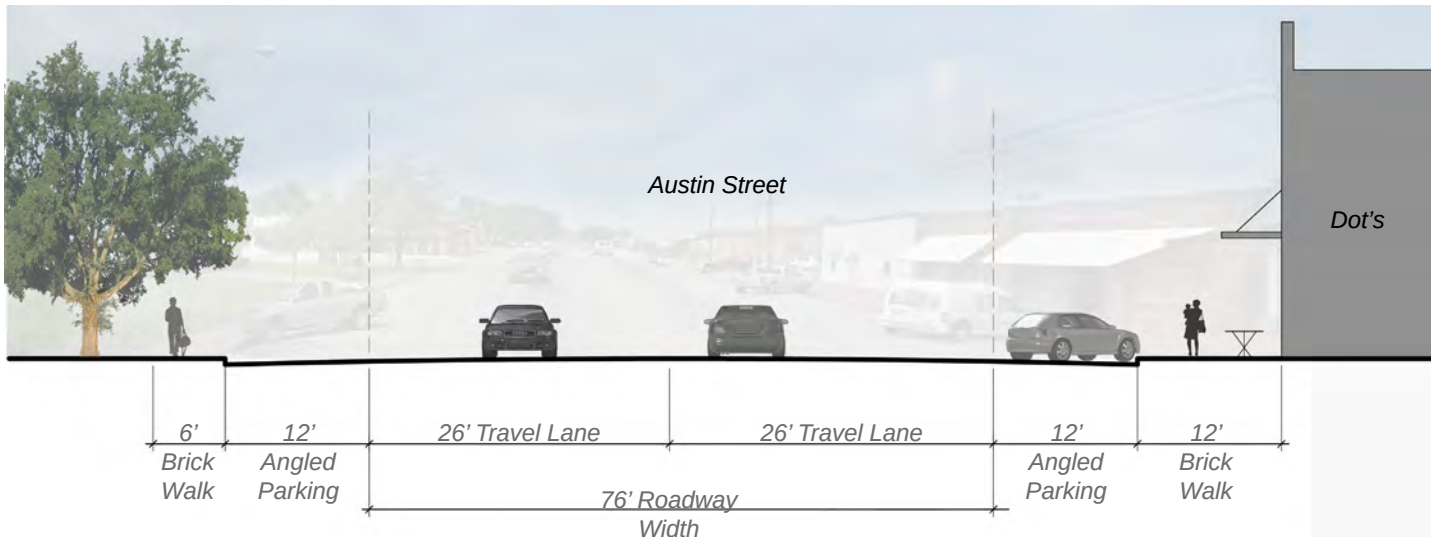


Figure 31: Existing: City Hall-Dot's
Scale: 1/16" = 1'-0"

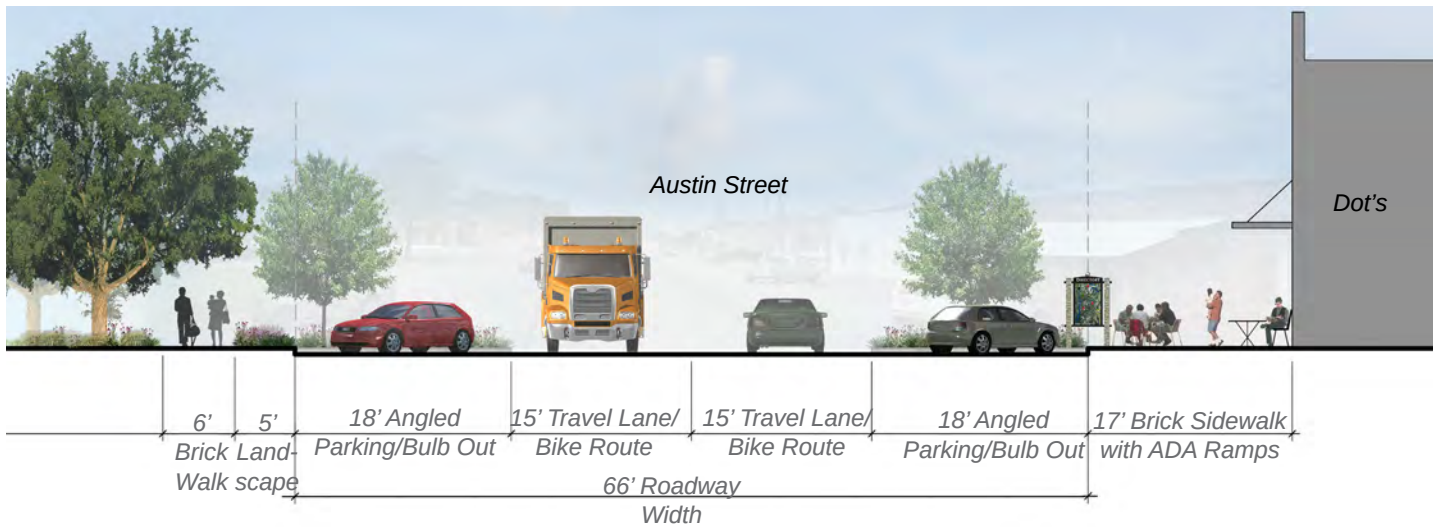


Figure 32: Proposed: City Hall-Dot's
Scale: 1/16" = 1'-0"

Key Map



Streetscape Improvements - Signature Streets



Figure 33: Signature Streetscapes
Business US 290/Austin Street
Scale: 1" = 300'-0"



Figure 34: Signature Streetscapes
 Business US 290/Austin Street
 Scale: 1" = 300'-0"

Streetscape Improvements - Signature Streets

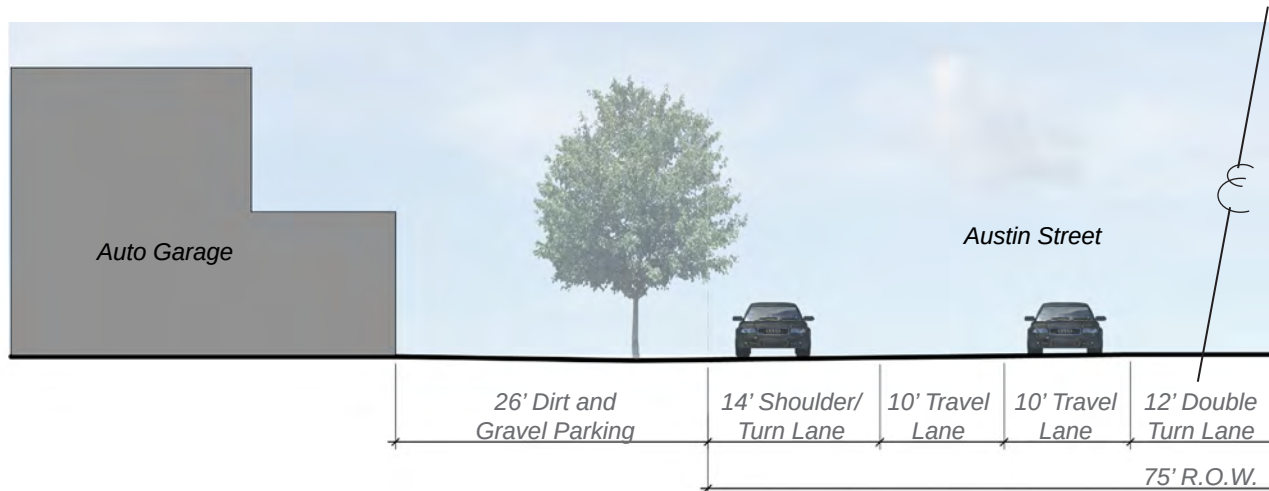


Figure 35: Existing: Austin Street & Business US 290
Scale: 1/16" = 1'-0"

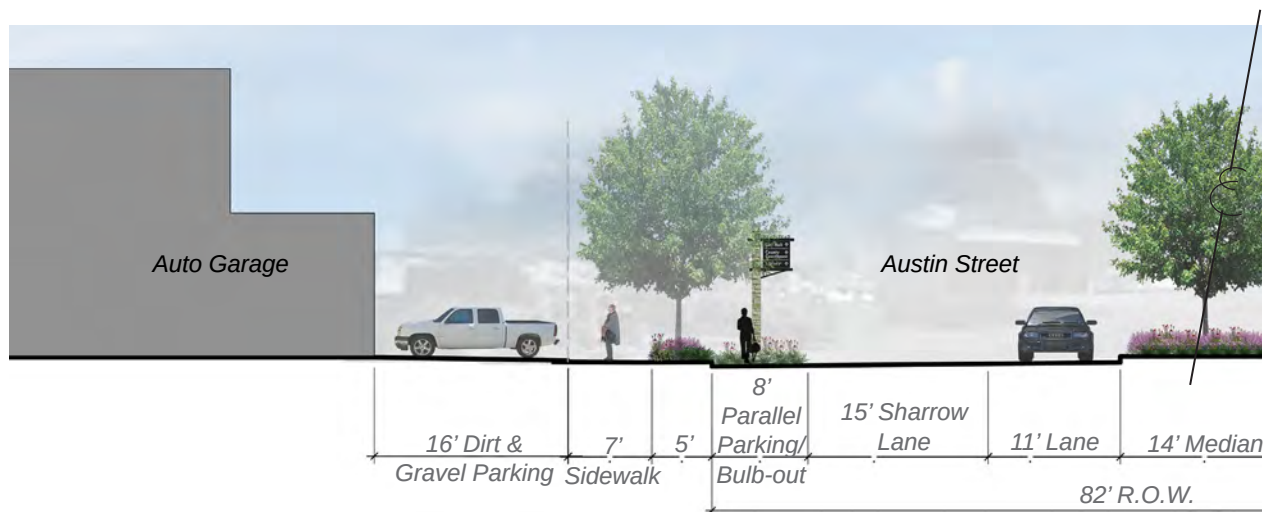


Figure 36: Proposed: Austin Street & Business US 290
Scale: 1/16" = 1'-0"

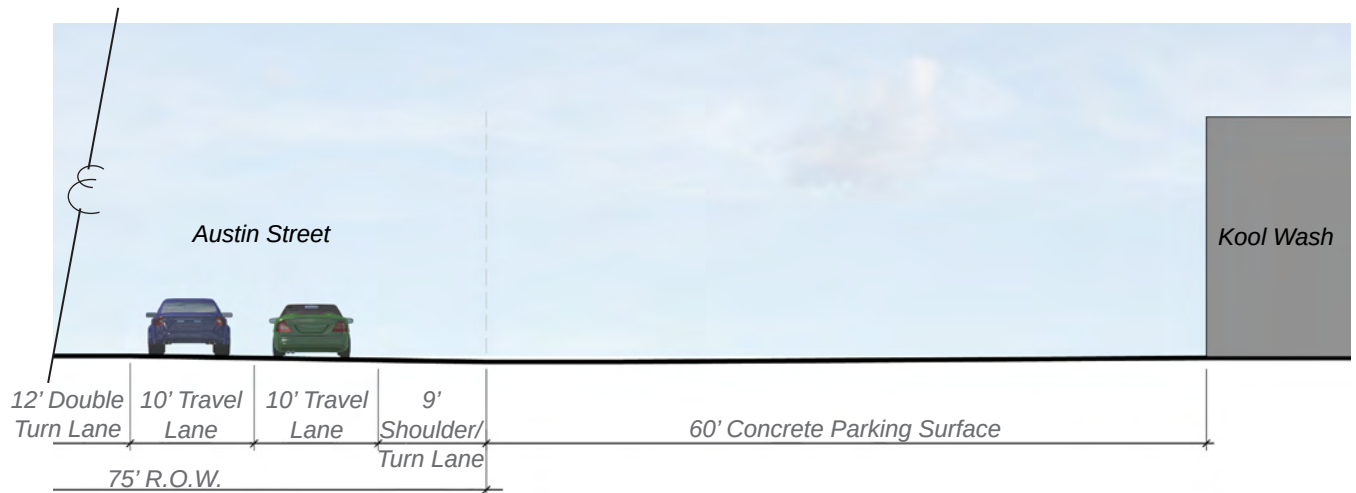


Figure 37: Existing: Austin Street & Business US 290
 Scale: 1/16" = 1'-0"

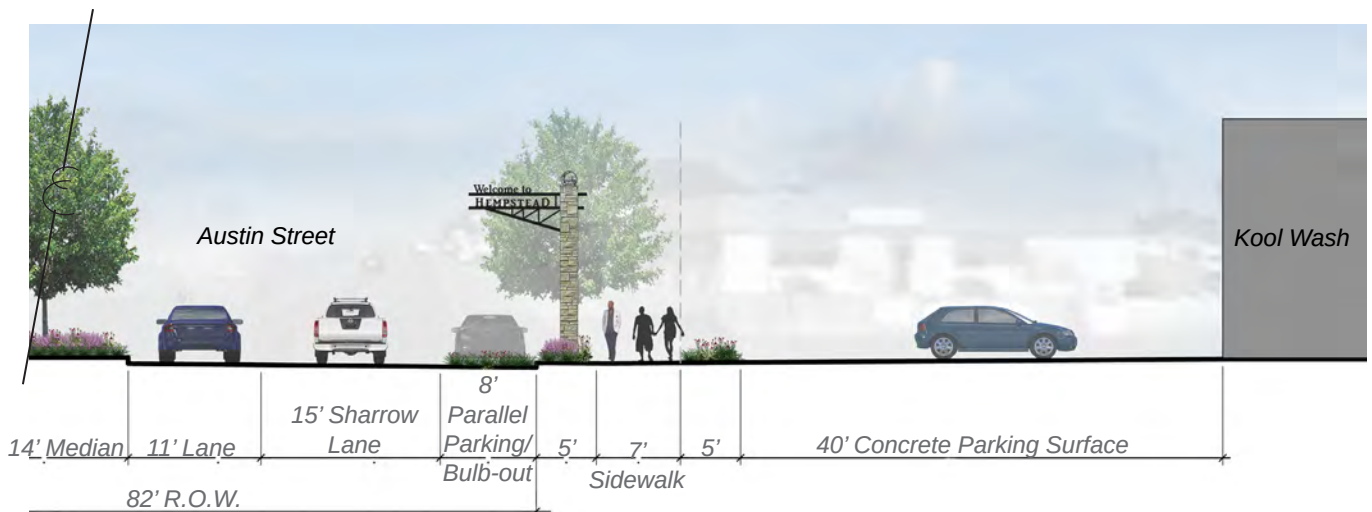
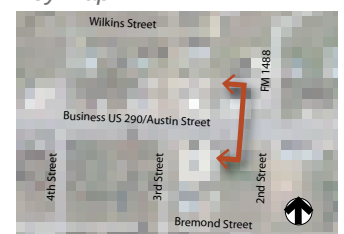


Figure 38: Proposed: Austin Street & Business US 290
 Scale: 1/16" = 1'-0"

Key Map



Public Space and Environment

Outcomes

Participants voiced the desire for new pocket and neighborhood parks, bike routes, greenway and nature trails, and marketing and branding for local festivals and events. Currently, the park system is comprised of City Park, the Gazebo, and Train Depot. While City Park offers wonderful amenities, including a new water park, it is located on the outer edge of town, creating a disconnect to downtown. By implementing enhanced access such as sidewalks and bike routes, Hempstead residents would feel more comfortable walking or biking to the park. Proper bike storage should also be located at the park for bike users.

As mentioned in the Existing Conditions, 9.6 percent of parcels in the study area are within walking distance of City Park. With the addition of active programming or a new park in downtown, residents of Hempstead will be better served by parks.

The City can also benefit from increased programming within the parks downtown. The downtown is currently served by parks that include passive space at the Train Depot and Gazebo. There is currently no active programming in the city.

The Waller County Courthouse serves as a public gathering place as well and the open space provided there should be capitalized upon for small local events.

Overall, participants and public officials felt the largest issues were the:

- Lack of charm,
- Lack of parks in downtown,
- Lack of greenways,
- Lack of connection of City Park to downtown, and
- Under utilized County Fairgrounds (outside of the study area).

Plan

The City of Hempstead is a charming and attractive small Texas town with large expanses of open space. Proper infrastructure for walking and biking, as well as additional active programming could encourage a healthier, more active community. Residents in the downtown study area can benefit from designating additional space to parks and open spaces in the city.

The initiatives that were identified as priorities and that will be moved forward as part of this study are:

1. Designating natural areas as nature parks and greenbelts,
2. Encouraging new parks in downtown, and
3. Increasing access to local foods and festivals.

PERFORMANCE ASSESSMENT INDICATOR	INITIATIVE	POLICY	PROGRAM	PROJECT	SPECIFIC ELEMENTS
Public Open Space	Initiative 5: Designate natural areas as nature parks and greenbelts.				Construct rails to trails system to connect bike routes/sidewalks.
					Obtain easements or additional right of way to create greenway.
					Construct greenway to connect to bike routes/sidewalks.
					Implement trail head signage along the greenway.
	Initiative 6: Encourage new parks in downtown.				Streetscape improvements to include sidewalks and bike routes. (See Circulation and Connectivity Vision.)
					Develop new plaza space near the future transit station.
					Identify City-owned tax lots for potential park/community space.
	Initiative 7: Increase access to local foods and festivals.				Market Hempstead to event planners.
					Create committees to jump start new festival ideas and implementation.
					Continue signage/marketing/branding for Watermelon Festival.
					Work with event planners to ensure event space has necessary infrastructure.

Table 7: Public Space and Environment Goals and Initiatives



Simple trail construction could be implemented to provide additional recreational opportunities for the community.

Public Space and Environment

Nature Parks and Greenbelts

Greenbelt

At the Values Workshop, residents expressed a strong desire to designate natural areas as nature parks and greenbelts. It was the number-one ranked initiative for Public Space and Environment with 60 percent of respondents voting it as a top opportunity. This plan recommends a greenbelt along the Blasingame Creek Tributary. The route would connect to local bike routes along city streets and begin at City Park and run south along the Creek. The greenbelt would follow the Blasingame Creek Tributary to the east and connect to the local bike route on 9th Street, providing a loop for bicyclists and pedestrians. This portion of the trail length is approximately 2.5 miles. A secondary loop could connect near Hempstead Elementary School along Street Barbe Street, which is approximately 1.25 miles. A secondary trailhead can be located here and provide an opportunity to connect the greenbelt to Hempstead Elementary School.

In order for the greenbelt to become possible, the City will need to do a more thorough analysis of the trail alignment and obtain easements from property owners.

Trailheads

Trailheads would occur at City Park, Street Barbe St, and 9th Street where they meet city roads.

Outdoor Education Center/ Learning Pavilion

Hempstead Elementary School could utilize the Creek as a learning opportunity and outdoor classroom for outdoor education. A learning center, similar to the one shown to



Trail markers can be used to orient and provide mileage markings for trail users.



The greenbelt can be a simple clearing and small pathway.

the right, could offer wildlife viewing, birding, and education about the natural ecology of the Texas landscape.

a catalyst for the greenway and encourage use from the park.

Rails to Trails

The old railroad that runs along the southern portion of City Park is currently deconstructed and serves as a perfect opportunity for a “rails to trails” recreational resource. It is recommended that the City begin to convert this old rail right of way into a portion of the greenway and trailhead. City Park would act as

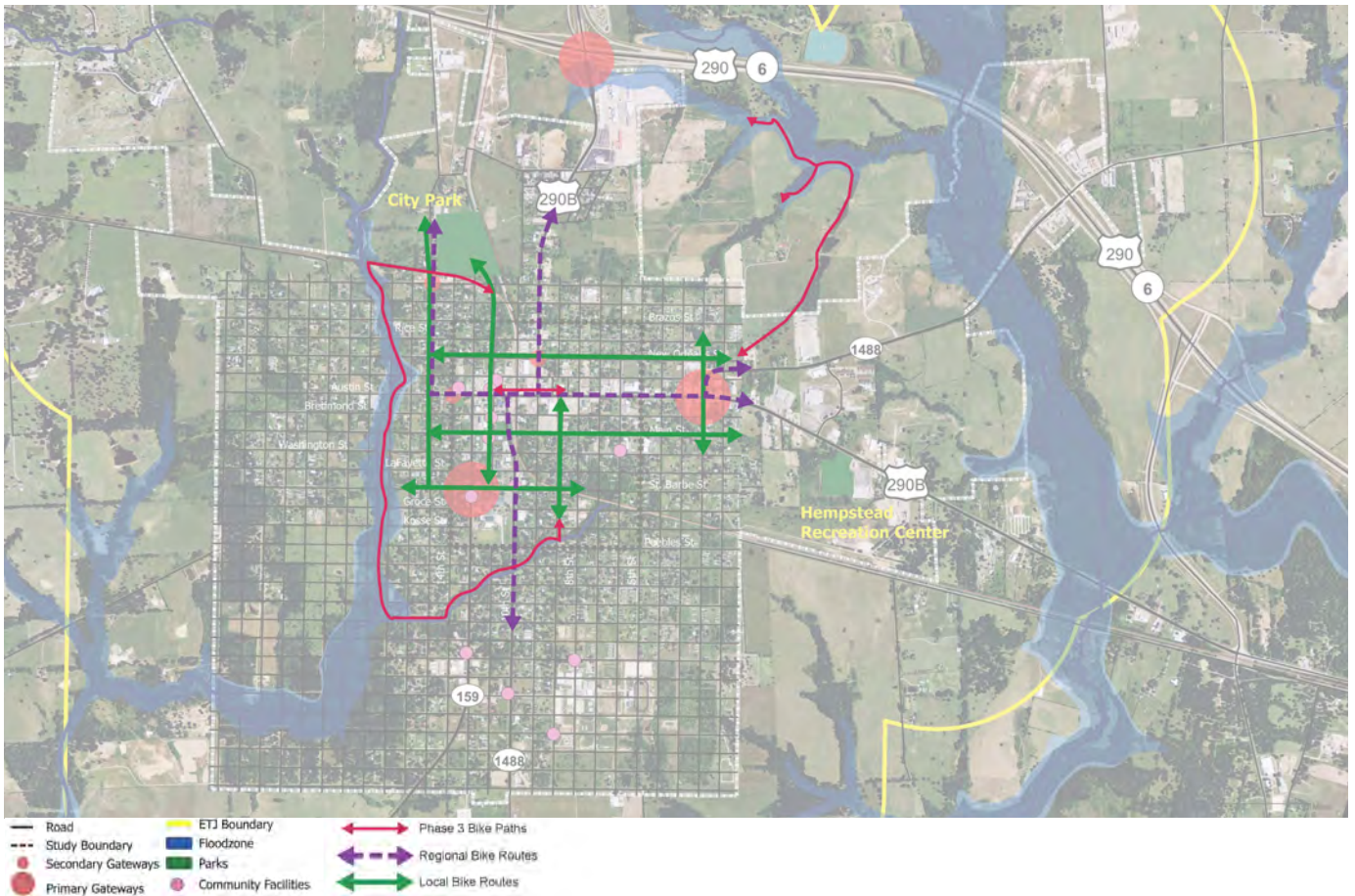


Figure 39: Potential Greenbelt Location

Public Space and Environment

Downtown Parks



Encourage new parks in downtown

The Train Depot and Gazebo are great community meeting locations and provide passive programming such as areas for sitting, eating, and entertaining. However, downtown is currently underserved by parks located within the city center. New parks and/or more active recreational opportunities would contribute to an increased quality of life for citizens of Hempstead.

Examples of active programming include:

- Playgrounds,
- Soccer fields,
- Skate parks,
- Basketball, and
- Swimming.

Based on the existing conditions, this plan recommends that additional park facilities be created on parcels that are currently owned by the City but that do not have a specific use.

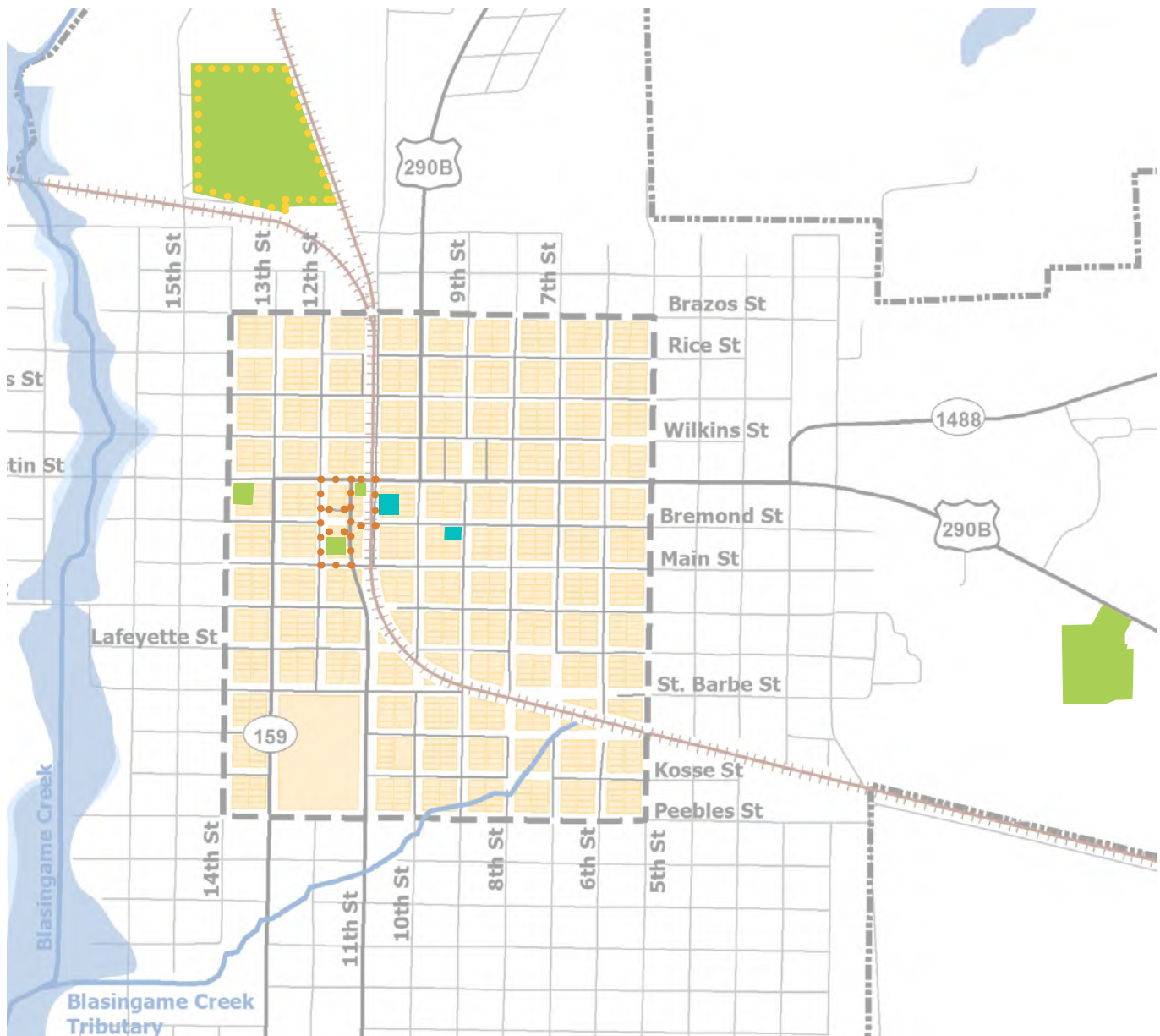
Community Plaza

As part of an effort to build vitality around the potential new transit center, a community plaza as shown in “Figure 40: View from Transit Station to Community Plaza.” could provide a centralized park for flexible use and festival space. Programming for this space could include an open lawn, cafe dining, relaxing and open space for dog walking, and active recreational use. The plaza could also serve as a future farmer’s market or a variety of events and activities. The plaza location is directly west of the

Figure 40: View from Transit Station to Community Plaza

future transit stop on the corner of Bremond Street and 11th Street.





EXISTING PARKS



FESTIVAL SPACE



PROPOSED PARKS



Figure 41: Existing Parks, Proposed Parks and Potential Festival Space

Public Space and Environment

Local Food and Festivals



Figure 42: View of Transit Plaza and Festival Space

Increase access to local foods and festivals

The City currently is home to the Hempstead Watermelon Festival, a family-friendly watermelon festival with a Queen's Coronation, BBQ cook-off, vendors, food stands, games, watermelon auction, quilt show, car/tractor show, and carnival. Community members expressed a strong desire to have more events similar to the Watermelon Festival. Currently, the events that occur in Hempstead are:

- Watermelon Festival (Summer),
- Festival of Lights (Winter),
- Civil War Weekend (Thanksgiving), and
- The Circus.

Market Days downtown is a new initiative that is currently underway by the City.

Other events that could be promoted for Hempstead include the:

1. Farmer's Market/Art Market,
2. Heritage Tourism Festival, and
3. Hot Air Balloon Festival.

These, along with other event ideas, could encourage community growth, provide increased economic activity, and promote Hempstead as a regional small town destination.

Increase awareness and marketing of Watermelon Festival

Residents also expressed the desire for additional marketing for the Hempstead Watermelon Festival as a regional culinary event. The popularity of "slow food," the preservation of traditional and regional cuisine, could become a strong economic driver for the Watermelon Festival. The ideals of the slow food movement encourage farming that is characteristic of the local ecosystem and include goals of sustainable foods and promotion of small local businesses.

Hempstead can market the Watermelon Festival to regional print and online media in order to increase turnout and encourage high turnout.

Hire a public relations/marketing and events coordinator

The City of Hempstead could benefit greatly from a public relations and marketing assistant position. A marketing assistant could research venues for promoting the Watermelon Festival and jump start a new festival such as a Farmer's/ Arts Market. The position could also be filled by a City, tourism, economic development or chamber employee in an effort to reduce the cost of an additional employee.

The City of Brenham, Texas currently has an Ambassador program where volunteers actively promote local events in the City of Brenham. This position at the City of Brenham is currently being researched and its viability is being assessed for Hempstead.



Old Seed Packets and Fruit Labels



Early Mid-Century Billboards

Figure 43: Seed Packet and Railroad Concept Imagery



Figure 44: Billboard Concepts

Placemaking and Branding

Outcomes

Participants voiced the desire for a city with more charm and celebrated history. Stakeholders cited other small towns nearby such as Waller, Brenham, Navasota, Chappell Hill, and Prairie View that exhibited qualities they are looking for. Additional lighting, safety, signage and wayfinding, streetscape enhancements (banners, street trees), and increased connectivity to parks and open space were issues that community members felt would add to the placemaking and branding of Hempstead.

Overall, participants and public officials felt the largest issues were

- Lighting,
- Safety, Perception,
- Lack of charm,
- Difficulty with Zoning Ordinance for business signage, and
- Unplanned streetscapes.

Plan

For Hempstead visitors and residents, there are two distinct experiences: The Highway experience (both the main Highway 290 and Business US 290) and the downtown experience. Each should have its own look and feel. Furthermore, TxDOT governs specific requirements for any signage in the TxDOT Right-of-Way.

Highway 290 and Business 290

People have nostalgia and affinity for images of old State Highways in America like Route 66. There was an advertising phenomenon known as the “Burma Shave” sign. It was a sequence of signs that told a clever story, one building on the next. People anticipated discovering the whole story while driving long distances. Old billboards now have a growing nostalgia and a following

in the advertising collector world. This can be an appropriate “vehicle” to add charm to the Hempstead experience as welcome signs to promote local events and even a carrier to promote local businesses.

Historic Downtown

The historic Downtown experience is more about natural materials and elements that appear in harmony with local architecture. Signage can reflect the railroad vernacular and can also extend the look of the existing silhouette signs (with silhouetted typography/lettering). Signage in the Downtown area is not governed by TxDOT.

The initiatives that were identified as priorities and that will be moved forward as part of this study are:

1. Installing City Pride and Wayfinding Signage,
2. Installing wayfinding and directory downtown,
3. Working with local businesses to have signage on billboards, and
4. Promoting festivals and encourage marketing of events.



The lit water tower in Gilbert, Arizona provides a stunning display of city pride and beauty. This is an example of how Hempstead can encourage branding by enhancing existing features.

PERFORMANCE ASSESSMENT INDICATOR	INITIATIVE	POLICY	PROGRAM	PROJECT	SPECIFIC ELEMENTS
Gateways and signage/branding	Initiative 8: Develop gateway signage and create an overall signage package.				Install street sign toppers, light water towers and other downtown branding.
					Install wayfinding and directory downtown.
					Create signage for gateway/entry along Highway 290 and find better location for existing sign.
					Work with local businesses to get names on local business directory and gateway/entry signage.
					Continue to add information to Chamber website regarding festivals.
					Promote festivals to other cities in the area and connect to regional food publications for listing event information.

Table 8: Placemaking and Branding Goals and Initiatives

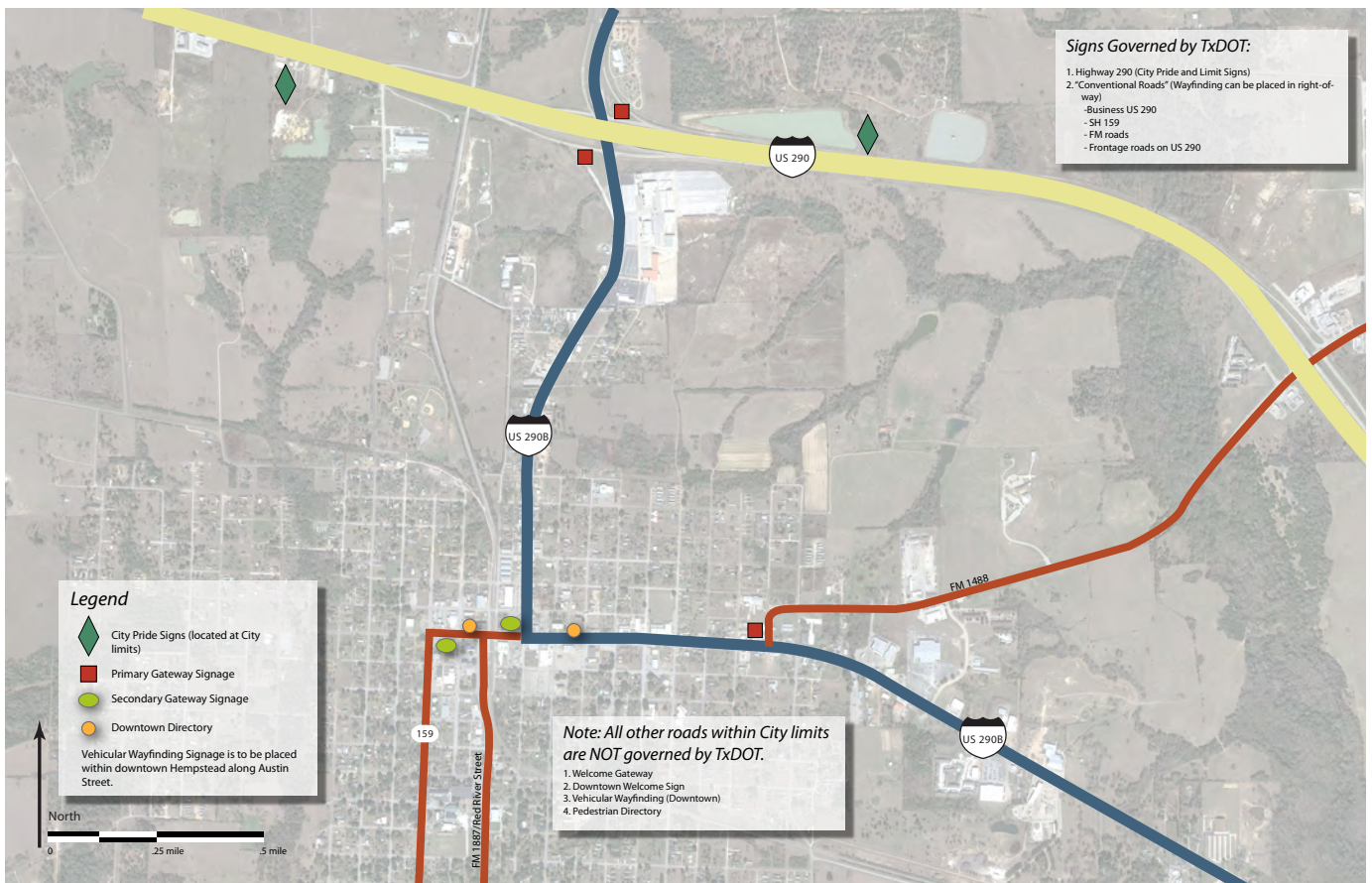


Figure 45: Signage Plan

Placemaking and Branding

TxDOT/TMUTCD City Pride Signs & Wayfinding Opportunities

Texas City Pride Signs

City pride signs may be incorporated into a wayfinding guide sign system plan. The City Pride Sign Program allows cities to erect and display signs concerning points of interest or geographical, recreational, cultural, or civic information at the city limits on state highway rights-of-way.

If city pride signs are used, the rules for the City Pride Sign Program must be followed (see City Pride sign rules in the Texas Administrative Code, Title 43, Part 1, Chapter 25, Subchapter H). The City of Hempstead should work with the Regional TxDOT (Texas Department of Transportation) Representative to develop and add City Pride Signs at exits off Business US 290.

Possible points of interest or geographical, recreational, cultural, or civic information for Hempstead are the:

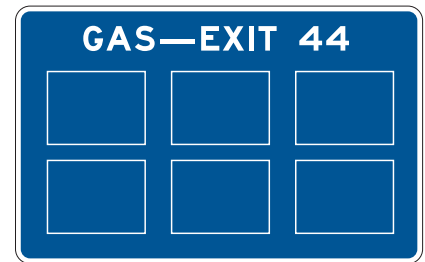
- Historic Downtown District,
- City Seal or Logo,
- Hempstead Park,
- The Train Depot,
- Recreation Center,
- Festivals (Watermelon Festival),
- Local Clubs (Can be a sponsor),
- Waller County Fairgrounds,
- Country Club, and
- Others as determined by the City.

Signs cannot include businesses.

Logo and Logo Sign Panels

The City of Hempstead has the assets to encourage people to come to the city by implementing a logo sign panel. A logo sign panel is a guide sign that provides road users with business identification and directional information for services

and eligible attractions. Eligible service categories are limited to gas, food, lodging, camping, and 24-hour pharmacies.



SINGLE-EXIT INTERCHANGE
(ONE SERVICE)

Figure 47: Generic Example of Logo Sign Panel
The Role of the City and TxDOT

A current Municipal Maintenance Agreement between the City and TxDOT needs to exist. Per the agreement, with written approval from TxDOT the City can install and maintain signs within TxDOT right-of-way along conventional roadways provided the sign and sign structure meet TxDOT requirements. Vehicular Directional signs shall be located so as not to interfere with, obstruct or divert roadway user's attention from official traffic control devices. To implement a Wayfinding Program, the City must submit a Wayfinding Guide Sign System Plan to the local TxDOT district for approval.

On the state highway system, a Wayfinding Guide Sign System Plan may only be applied to conventional roads and only with written approval from TxDOT.

Refer to Texas Wayfinding Guidelines and the TMUTCD (Texas Manual of Uniform Traffic Control Devices) for more information.



Figure 46: Generic example of a City Pride Sign (per TxDOT)

Vehicular Directional with Enhancement Marker

A vehicular directional sign is installed on conventional roadways providing vehicular directional guidance to destinations or groups of destinations (i.e. Historic District, Medical District, etc.). In regard to location priority, regulatory, warning, and guide signs shall have a higher priority than wayfinding guide signs (see TMUTCD Section 2A.16).

Vehicle Directional signs should be limited to three destinations per sign and shall not contain commercial advertising. Arrow location and priority order should follow that is shown in the TMUTCD. Arrowheads should also be the same design as

the Texas Standard Highway Sign Designs.

Enhancement markers may be used, at the option of the City, as a means of aesthetically identifying the wayfinding guide sign. An enhancement marker may be on the top or side of a wayfinding guide sign. The size and shape of an enhancement marker shall be smaller in comparison to the wayfinding guide signs themselves and approved by TxDOT.

Enhancement markers shall not be designed to have an appearance that could be mistaken by road users as being a traffic control device.

The TxDOT governed Vehicular Directional Sign with Enhancement Marker directs vehicles to major destinations in the Hempstead Historic Downtown District. The post is painted steel with a “break-away” footing. The armature, messages, and silhouette finial are painted steel. Text is reflective white vinyl.

As part of the Downtown Wayfinding Project, work with the Regional TxDOT Representative to develop approved wayfinding for Highway Business US 290, SH 159, and other key entry roads such as Farm to Market and frontage roads where community wayfinding is acceptable in the right of way.



Figure 48: Vehicular Directional Sign with Enhancement Marker (per TxDOT)

Placemaking and Branding

Primary City Gateways and Retail Tenant Listing

By using the early 20th Century advertising vocabulary, signs appear to have been in place for a significant time adding to their perceived authenticity. Signs can be defined as “Welcome Gateways” instead of Billboards. A series or procession of signs can promote other civic destinations, features, and events. Main sign can be located on city roads. Gateway signs are not governed by TxDOT if not located on a TxDOT Right-of-Way.

Note: Festival date can be changed out yearly.

The Tenant Listing sign is intended to promote local businesses. Each business can purchase space (up to a maximum of six).

In order to implement the gateways and retail tenant listings the City should follow these action steps:

1. Fabricate and install gateway/entry along Highway 290 and re-locate the existing Hempstead Identification sign to a more visible location.
2. Fabricate and install wayfinding and directory downtown (included in Phase 1 streetscape improvements.
3. Fabricate and install street sign toppers, light water towers and other downtown branding.
4. Work with local businesses to get names on local business directory and gateway/entry signage. This can be achieved through the Hempstead
5. Continue to add information to Chamber website regarding festivals.
6. Promote festivals to other cities in the area and connect to regional food publications for listing event information.

Chamber of Commerce similar to the Merchant Directory and Advertising process where local businesses can apply for inclusion on the Gateways and Directories for a monthly fee. Chamber of Commerce member may be eligible for a discounted fee.



Old Seed Packets and Fruit Labels



Early Mid-Century Billboards



Silhouettes

Figure 49: Inspiration Imagery



Figure 50: Primary City Welcome Gateway - Option 1



Figure 51: Primary City Welcome Gateway with Tenant Listing - Option 1

Placemaking and Branding

Primary and Secondary City Gateways



Figure 52: Primary City Welcome Gateway - Option 2

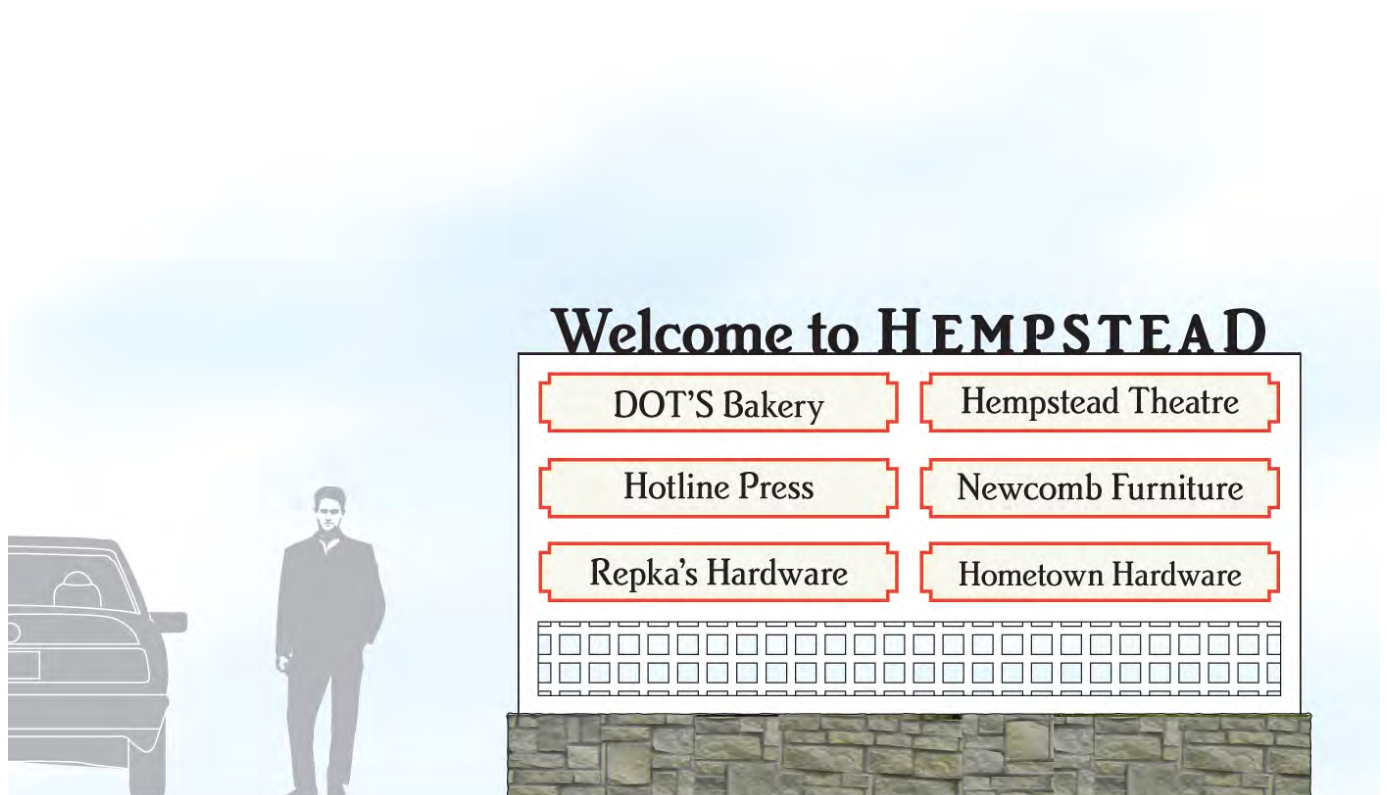


Figure 53: Primary City Welcome Gateway with Tenant Listing - Option 2

The Secondary City “Welcome” Gateway is intended to provide a sense of arrival when vehicles approach Downtown. The post is clad with local stone. The armature, letters and train silhouette are painted steel. City Gateway signs are not governed by TxDOT if not located on a TxDOT Right-of-Way.



Train Trestle



Architectural Inspiration: Depot Park



Figure 54: Secondary City Welcome Gateway

Downtown Wayfinding



Downtown wayfinding directs vehicles to major destinations in the downtown area. The post is clad with local stone. The armature, messages and silhouette finial are painted steel.

Downtown wayfinding signs are not governed by TxDOT if not located on a TxDOT right-of-way.

Figure 55: Downtown Wayfinding Sign

Placemaking and Branding

Downtown Wayfinding Signage: Pedestrian Directory



Figure 56: Pedestrian Directory (intended to be located at City hall and the County Courthouse)

The Downtown Pedestrian Directory has a Hempstead map with major destinations throughout the city. The posts are clad with local stone. The armature and header are painted steel. The body can be a lockable “case.” The back side can promote events.

Directory signs are not governed by TxDOT if not located on a TxDOT Right-of-Way.

Note: Pedestrian Directional signs were not deemed necessary for Hempstead at this time.



Figure 57: Pedestrian Directory-Back Face with Events Posting (intended to be located at City Hall and the County Courthouse)

Street Sign Toppers

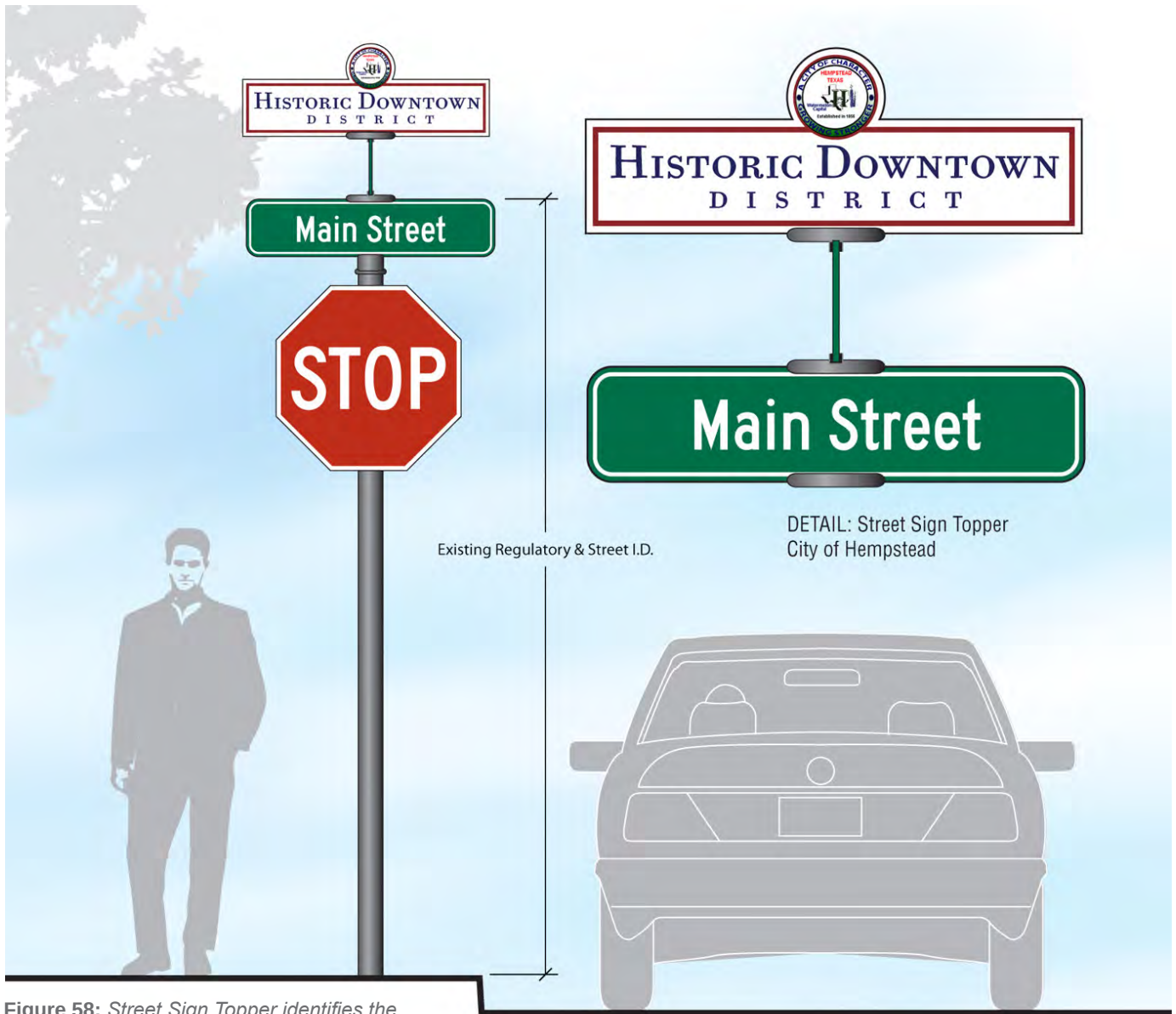


Figure 58: Street Sign Topper identifies the Historic Downtown District with the City Logo

The purpose of a Street Sign Topper program is to provide unique identity to special districts within the community through a decorative sign topper. Cities like Houston, Texas have these programs in place (see Figure 58).

These economical signature identity elements can be governed by the City of Hempstead who can restrict their implementation based on specific guidelines.

Placemaking and Branding

Historic Downtown District Retail & Commercial Tenant Signage

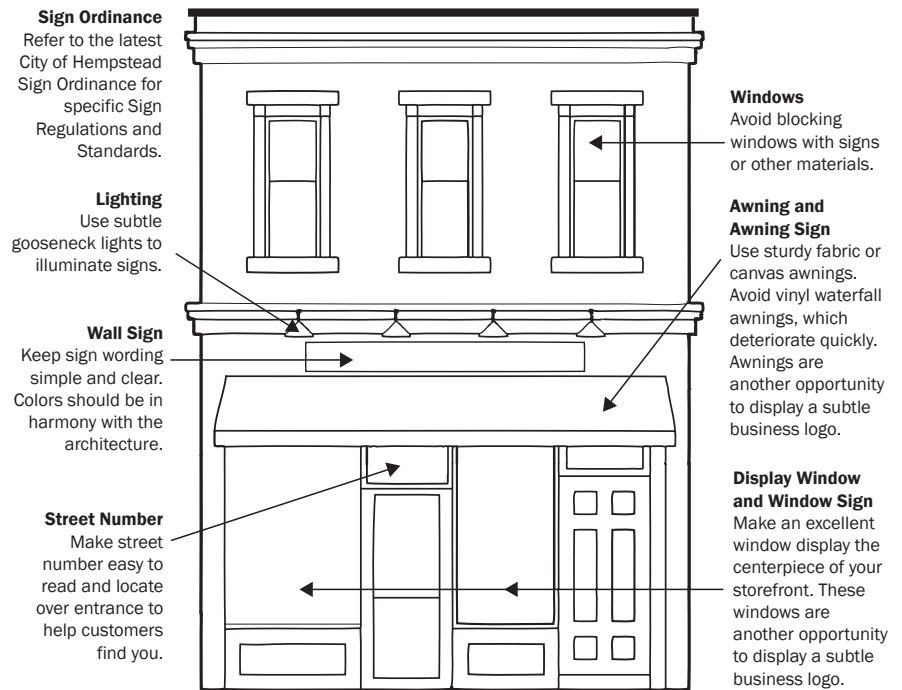


Figure 59: Typical facade diagram illustrates tenant signage opportunities



The storefront shows good examples of wall and awning signs.



The storefronts have a low-profile fabric awning with logo.



The series of storefronts have consistent wall sign applications.



Colorful awnings and window displays make an attractive storefront entrance.



The storefronts have a low-profile fabric awning.

Note: The examples shown are not tenant sign applications approved by the City of Hempstead. They are merely exhibits to illustrate how consistent and coordinated retail tenant signage can contribute to the overall appearance of the city. Refer to the City of Hempstead Sign Ordinance for specific sign regulations and standards.

Economic Development

Outcomes

Participants voiced the desire for increased economic development within Downtown Hempstead and supported the Plan's goal to focus on downtown development before focusing along US 290. During the Values Workshop, the highest ranked goal was to "identify the role of downtown projects that complement economic development."

Overall, participants and public officials felt the largest issues were to:

- Improve dilapidated buildings to contribute to the value of Hempstead,
- Encourage facade improvements,
- Attract local businesses,
- Create a balanced and diverse funding strategy, and
- Increase development in the downtown core.

Plan

Before an economic development vision can be successful, it is important for the City to have development regulations in line with the principles in this Plan. Recommendations on Design Guidelines are given in the Implementation Chapter.

The increased development of the local economy is the most important factor to the success of this project. There is a traditional progression of private and public investment that typically has to occur in order to become a regional economic influence. The progression traditionally starts with a job base. In order for private investors to see a need to build higher density retail, rooftops must be in place. For residential development to occur, an employment base must be in place with a certain level of quality of life. Because of this, the overall vision for economic development is to promote job growth and strategic investment in key areas within the project area. The focus of this vision is to ensure that public investment in infrastructure, real estate, incentives, and such prove to have a positive return on investment (ROI) for the community. Two specific projects have been identified and will be the priority of the economic development vision which include the Courthouse Catalyst Project and the Transit-oriented Development.

The initiatives that were identified as priorities and that will be moved forward as part of this study are:

- Attracting local businesses,
- Implementing the Courthouse Catalyst Project, and
- Implementing commercial and mixed uses around the future transit station.

PERFORMANCE ASSESSMENT INDICATOR	INITIATIVE	POLICY	PROGRAM	PROJECT	SPECIFIC ELEMENTS
Potential for Redevelopment	Initiative 9: Attract local businesses.				Financial incentive programs (tax abatements, facade grants).
					Incubator/revolving loan programs.
					Participate in Greater Houston Certified Property Program.
					"Buy Hempstead" marketing program.
					Marketing events to City/Prairie View A&M.
	Initiative 10: Increase commercial and mixed uses around the future transit station. (Transit-oriented Development)				Townhomes/Apartments located near future transit station.
					Plaza space and office space infill around transit station.
					Mixed use to be implemented around future transit station.

Table 9: Economic Development Goals and Initiatives



The Granbury, Texas Courthouse is a good example of utilizing public open space as a center for activity on the weekends and encouraging economic development.

Economic Development



Attract local businesses

Working closely with the Hempstead Economic Development Corporation, the design team will identify viable economic development programs that will strategically market the benefits of doing business in Hempstead. The focus will be on workforce development, marketing opportunities, and the identification of attractive yet reasonable financial incentive programs. This initiative combined with other quality of life initiatives throughout this project will provide the City with a plan to attract new businesses and jobs with a specific focus on retaining the existing ones.

Implement the Courthouse District Redevelopment

A Courthouse District Catalyst project was developed to illustrate how a development project could become a reality in Hempstead. This type of project can be applied to any location in Downtown Hempstead, although the area around the Courthouse was chosen because of its proximity to the Courthouse and visibility to visitors of Hempstead. In addition, this block currently has very little development and could spur additional activity around the Courthouse. The location of the site is bounded by 9th Street to the east, 10th Street to the west, Austin Street to the north, and Bremond Street to the south.

The Courthouse District Redevelopment infills around the existing commercial (Meat Market) with new mixed use that includes retail and office space. Townhomes

Figure 60: Catalyst project across from the County Courthouse. Note: The current zoning code does not allow for projecting blade signs for commercial tenant storefronts. This illustration is an example of how this signage type could be implemented in a context-sensitive fashion should the zoning code be amended.

are located along Bremond Street and a surface parking lot is located to the rear of the development. Setbacks of the buildings along Austin Street are kept to a minimum and leave 10 - 12 feet for sidewalks and planting. Ample open space is provided here for dog walking and for additional green space in downtown.

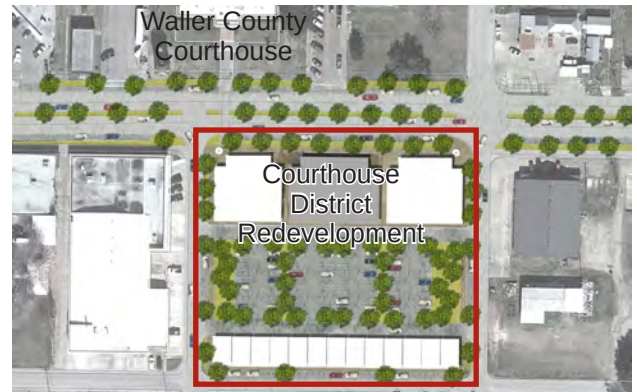


Figure 61: Courthouse District Redevelopment Scale 1" = 50'



Figure 62: Transit-oriented Development

Mixed uses around future transit station

Initiative ten is to increase commercial and mixed uses around the future transit station. This initiative is to identify a specific opportunity for private investment that can be implemented. Several investor proformas are included in the Appendix that are based upon existing and projected demographic and market information. In order to make a viable return, it is expected that public participation will be required in order to enhance the marketability of this catalyst development. These specific public investments, costs, and a phased schedule are identified with the sole purpose of attracting sustainable investment that gives a positive ROI to the public sector and a market rate ROI to the private investors.

As with any new development, there can be a natural increase in traffic volume. Alternative routes throughout the gridded street network will alleviate some traffic congestion and provide an alternative for automobile drivers to reach their intended destination.



Figure 63: Transit-oriented Development Scale 1" = 100'

4

IMPLEMENTATION



Implementation

Overview

The following pages outline specific improvements the City could complete during the planning horizon. The improvements are listed as either a Project, Streetscape Improvement, or Program/Policy.

Cost Estimates

The cost estimates are based on reliable sources provided by the team's professional knowledge garnered from experience designing streetscapes, parks, and open spaces.

Partnership Information

The first task in determining project implementation is to identify potential partners for the selected projects. There are three (3) basic types of potential partners: private for-profit, private non-profit, and public partners. Each partner type and each individual partner has their own goals and success factors. The private for-profit partners are typically real estate developers, banks, major property owners, or local businesses with the typical goal of profitability. They can invest in projects but they expect a certain rate of return for their investment. With real estate development this means that there needs to be a viable market demand and reasonable development costs associated to the project.

Private non-profits are typically charitable organizations, service organizations, private foundations, and some banks/local businesses looking for opportunities to invest and give aid in specific areas for specific philanthropic purposes or economic development or to establish general goodwill. Much of their investment and giving comes in the form of grants, low-cost loans, matching funds, volunteer hours, or payment in kind. These organizations typically have limited funds and a number of opportunities to give, making the process competitive and the probability of reward limited.

The final partner type is the public partner. They are the governmental organizations of the area that are funded through public taxes and assessments. Each organization

has their individual goals with the basic purpose of serving the public. Public partners can be local, regional, state, or even federal agencies.

To increase the current economic activity within the project area, private investment is the ultimate economic development goal. Thankfully, private investors are the most predictable. If projects can be identified that will provide a strong return on investment with acceptable risk exposure, then there will be interested investors. In fact, a few potential investors are following this project and have made it known that they have interest. A single new private development can have a dramatic effect by increasing the economic activity of the area which can have a spillover effect. A common axiom in real estate development is that "development follows development", meaning that once risks and returns are clarified and successes are evident, then there will be more interested investors. This is commonly referred to as a catalyst development. This new catalytic development also affects the area by increasing the potential tax revenue, therefore attracting public partnership and possibly making additional funding sources available. Early private partnership is crucial to success of this plan and therefore should be a focus.



The aerial view of the Transit-oriented Development incorporates many of the projects, programs, streetscapes, and policies outlined in the implementation chapter. Downtown parks, streetscape improvements including bulbouts, lighting, enhanced crosswalks, extended sidewalks, and diverse housing options are all illustrated above

Projects

Sequencing

The following table illustrates the order of priority projects based on community feedback:

1. Gateway Signage.*
2. Greenbelt and Outdoor Classroom.*
3. Transit-oriented Development.
4. Courthouse District Redevelopment.
5. Downtown Parks.*
6. Bike Routes.

*Projects that are eligible for H-GAC Community Enhancement Grants which includes the Downtown Public Spaces Improvements Program and Community Trees Grant Program.⁶

⁶ <http://www.h-gac.com/community/community/community-enhancement/default.aspx>

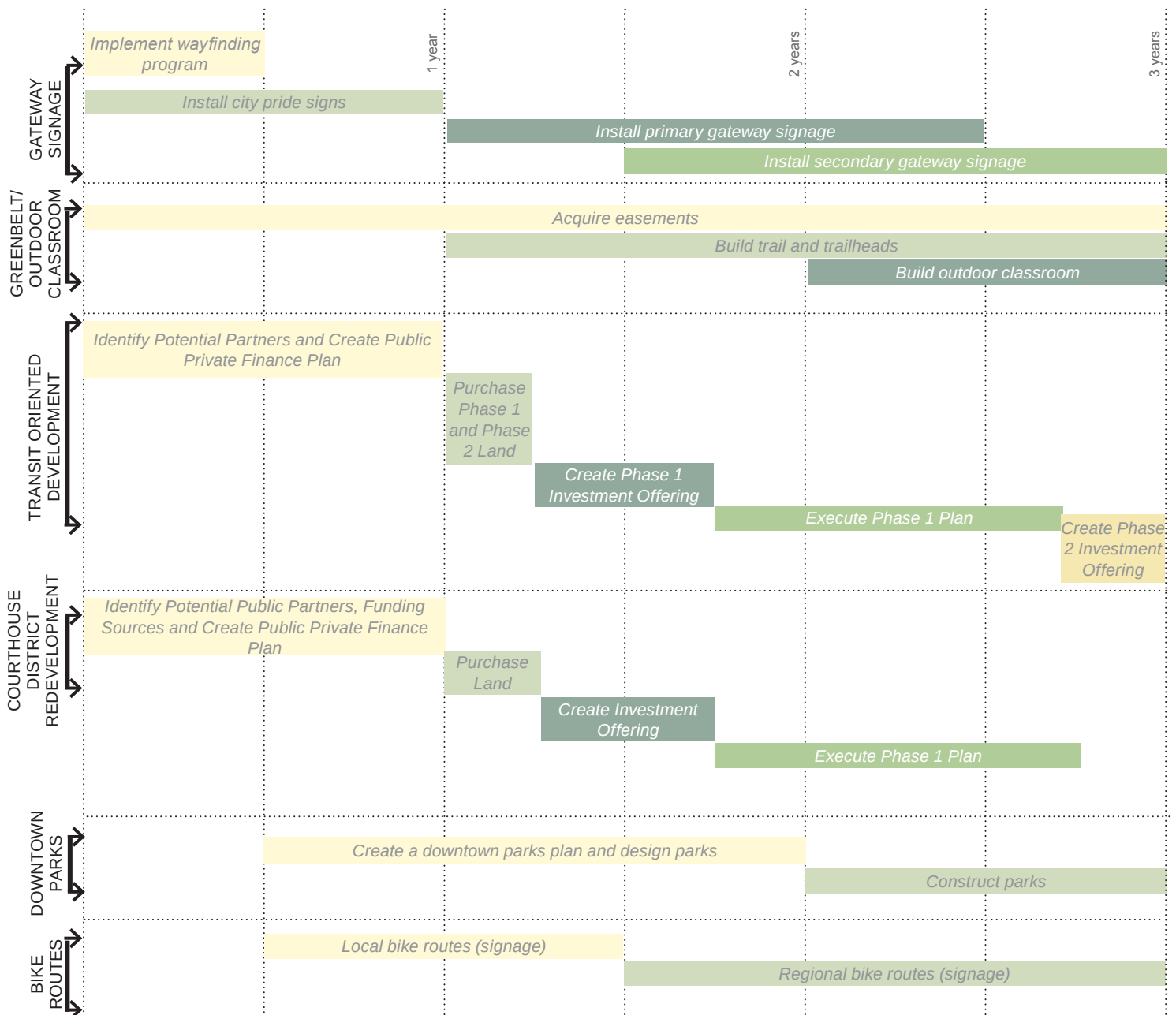
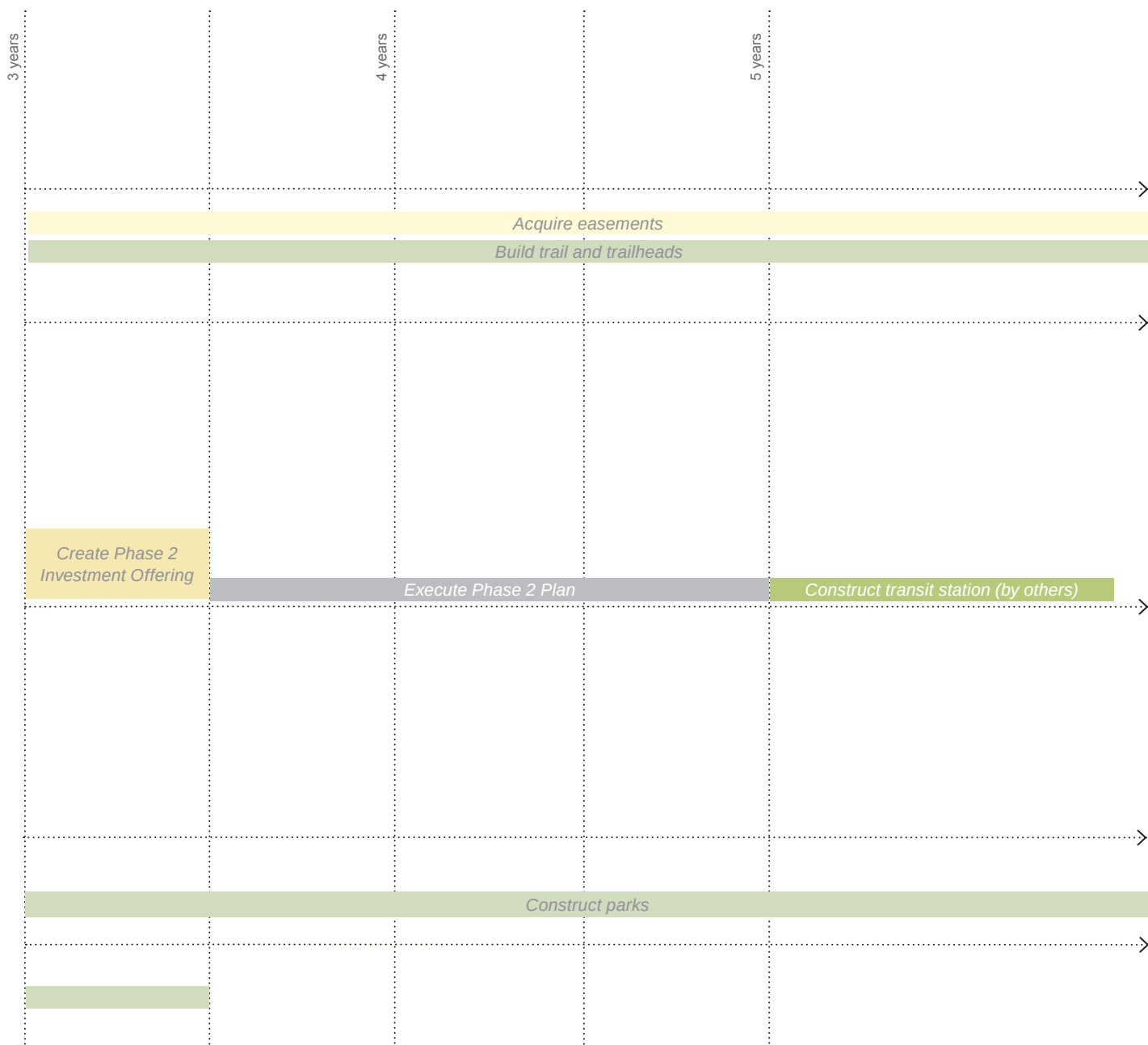


Table 10: Projects Sequencing



1. Gateway Signage

Description

Gateway Signage is intended to increase the visibility of downtown Hempstead to visitors and residents. Community members expressed strong desires for additional signage at US 290 during both the Values and Vision Workshops and were in favor of the proposed signage designs.

Reference the entire section on “Placemaking and Branding” on page 72 for additional information.

Current Efforts

This project supports the goal to encourage celebration and highlight Hempstead through placemaking and gateways. Streetscape improvements include the installation of two directory

GATEWAY SIGNAGE COST ESTIMATE			
Improvement	Quantity	Unit Cost*	Estimated Cost
Wayfinding program			Administrative fees
City Pride Signs	2	\$2,000/unit installed	\$4,000
Primary Gateway Signage	3	\$3,000- \$5,000	\$12,000*
Secondary Gateway Signage	2	\$3,000- \$5,000	\$12,000*
Subtotal			\$28,000
Contingency (15%)			\$4,200
Total			\$32,200

Table 11: Gateway Signage Cost

*An average of the high and low unit cost range is used to estimate the cost.

Cost estimates based upon signage projects implemented by the consultant team.

signs along Austin Street that can be implemented by the City of Hempstead.

The City currently has a gateway sign on US 290 that is a positive reflection of Hempstead's history and culture. Additional signage will further enhance the gateways along US 290 into Hempstead.

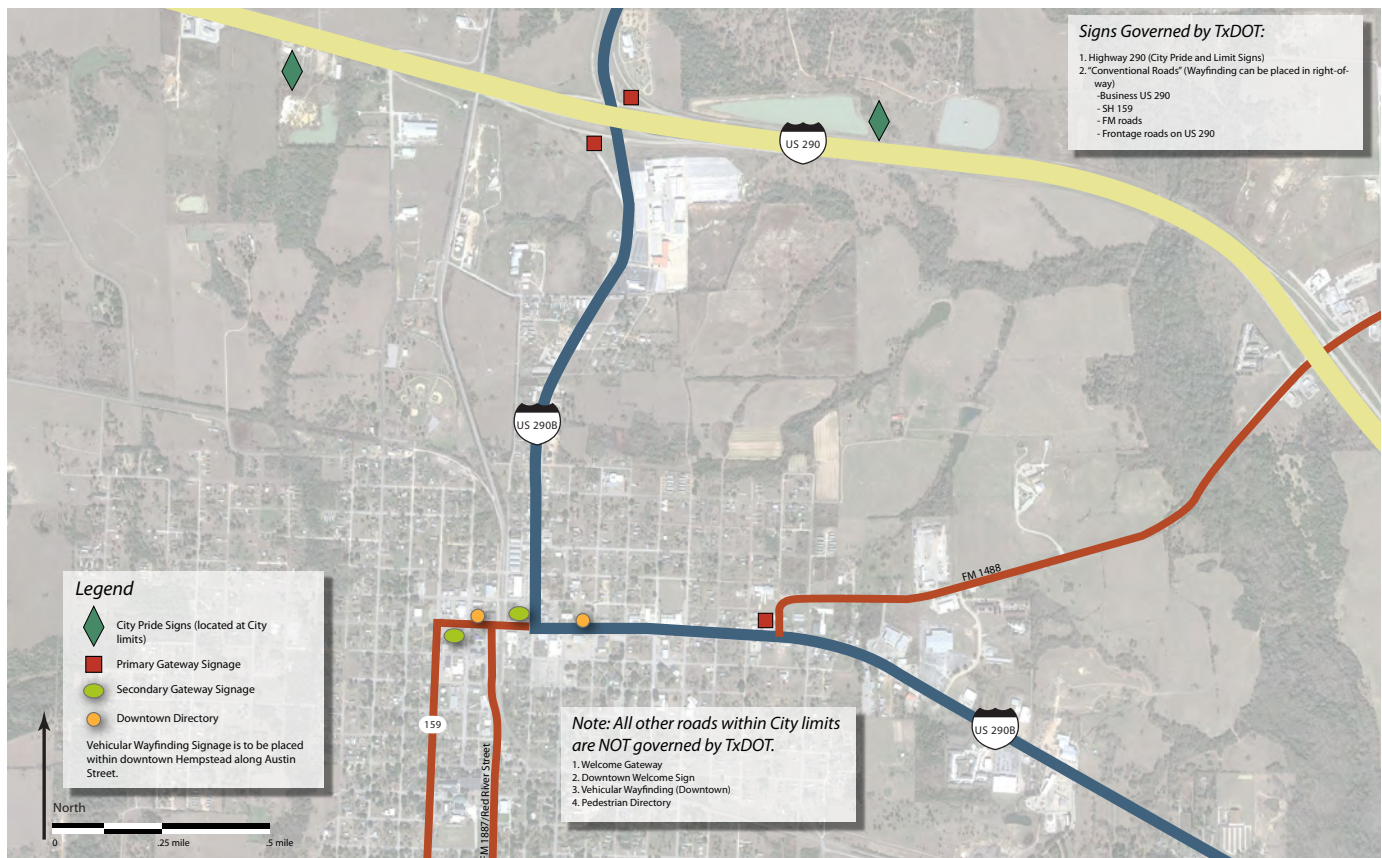


Figure 64: Signage Plan

Sequencing

1. Implement wayfinding program.

Implement a systematic wayfinding program for the City.

How: The City must submit a Wayfinding Guide Sign System Plan to the local TxDOT district for approval.

Partners: TxDOT, City of Hempstead

2. Install city pride signs at two locations on US 290.

The City Pride Signs display points of interest in Hempstead.

How: Procure a Municipal Maintenance Agreement between the City and TxDOT. The City may then install signs at the City Limits boundary within TxDOT R.O.W. along US 290.

Partners: TxDOT, City of Hempstead, 4A/4B Economic Development Grants

3. Install primary gateway signage.

Install one gateway sign and landscaping on the northwest corner of the Austin Street and 2nd Street/FM 1488 and two gateway signs on the northeast and southwest corners of US 290/SH 6 and Business US 290/10th Street.

How: Obtain easements on intersection corners where signs will be located. Create RFP/ RFQ documents for design and construction of primary gateway signage for all locations. Prepare maintenance agreement of signage with appropriate entities.
Partners: TxDOT, City of Hempstead, 4A/4B Economic Development Grants

4. Secondary Gateway Signage.

Install one secondary gateway sign and landscape at the intersection of SH 159/13th Street and Austin Street and one secondary gateway sign at the intersection of Business US 290 and Austin Street.

How: Obtain easements on intersection corners where signs will be located. Create RFP/ RFQ documents for design and construction of secondary gateway signage for both locations. Prepare maintenance agreement of signage with appropriate entities.

Partners: TxDOT, City of Hempstead, Livable Centers Implementation Grant Program, Downtown Public Spaces Improvement Program, 4A/4B Economic Development Grants

2. Greenbelt and Outdoor Classroom

Description

The greenbelt along Blasingame Creek will provide additional trails and open space in Hempstead. The community expressed a strong desire to incorporate nature parks and greenbelts within the city and there is a natural connection along the Blasingame Creek area. The City currently has a trail system at City Park but does not have any designated bike paths.

The trail is designed to connect to streetscape improvements and new bike routes within the city. In addition, a partnership between Hempstead Elementary School and the City of Hempstead could be beneficial in designing and constructing an outdoor classroom.

Reference “Nature Parks and Greenbelts” on page 66 for additional information.

GREENBELT AND OUTDOOR CLASSROOM COST ESTIMATE			
Improvement	Quantity	Unit Cost*	Estimated Cost
Acquire easements		\$4/square foot	Dependent upon area boundary of the greenbelt
Build trail*	2.5 miles (13,200 feet)	\$60.41/linear foot of trail	\$797,412
Build trailheads	3	\$2,000	\$6,000
Outdoor classroom*	1	\$90,000	\$90,000
Subtotal			\$893,412
Contingency (15%)			\$133,971
Total			\$1,027,383

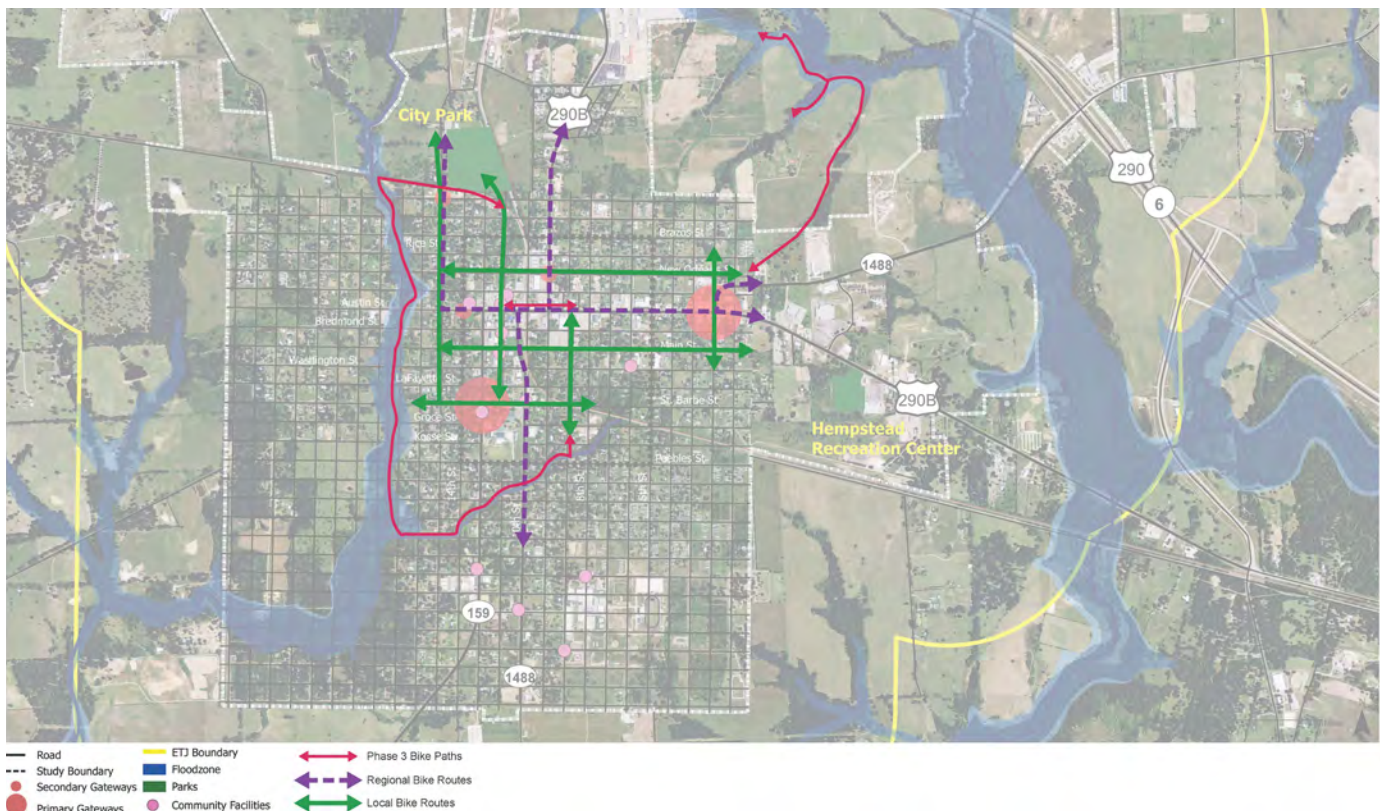
Table 12: Greenbelt and Outdoor Classroom Cost Estimate

*Sources: TxDOT Statewide 12-month moving average low bids as of August 31, 2011
Outdoor Classroom based on comparable projects

Current Efforts

This project supports the streetscape improvements and bike routes projects. Implementing the greenbelt is directly related to the

bike routes project, as the projects transition from the greenbelt to the streetscape improvements in three major locations.



Sequencing

1. Acquire easements.

City to negotiate easements with private land owners.

How: Acquire a 20 foot easement along the trail route.

Partners: City of Hempstead, private property owners

2. Build trail and trailheads.

Create a bike and pedestrian trail network that connects the riparian corridor with 9th Street.

How: Create RFP/RFQ documents.

Community works with a landscape architect to design and construct the greenbelt trail and associated signage within the easements, trailheads at three separate locations (Park, 9th and St. Barbe Streets and 9th Street and the greenway), and signage along St. Barbe Street, from 9th Street to the greenbelt.

Partners: City of Hempstead, private property owners

3. Outdoor Classroom

Enhance the Hempstead Elementary School learning experience by building an outdoor classroom that connects children with nature.

How: Create RFP/RFQ documents.

Community works with a landscape architect to design and construct the greenbelt trail and associated signage within the easements, trailheads at three separate locations (Park, 9th and St. Barbe Streets and 9th Street and the greenway), and signage along St. Barbe Street, from 9th Street to the greenbelt.

Partners: City of Hempstead, private property owners

3. Transit-oriented Development

Description

The Transit-oriented Development (TOD) is located near the potential Hempstead Corridor Commuter Rail (Commuter Rail). This area presents a great opportunity to grow around the future transit station and bridge the gap between City Hall and the downtown area. Partnerships between private investors, the City and public support will be necessary in order to accomplish the TOD.

A potential TOD opportunity has been illustrated that shows how a development could look that meets many of the Livable Center's goals. It is phased in such a way that the project is not dependent upon commuter rail at the beginning of the project but will accommodate a potential rail station. In this example, Phase 1 consists of 10 town homes and 7,200 sf of office. Phase 2 consists of a parking garage, 18 multifamily units, 8,000 sf of retail and 8,000 sf of office

Phase 1 of this development would increase the assessed value of the land by \$3.4M immediately and give available space for over 60 potential employees in downtown. However, with current market conditions a quality development of this sort is unlikely solely through private investment. A partnership including an approximate \$700k investment in infrastructure, land acquisition, parking, and marketing efforts or a variety of capital costs or operating costs will allow for a marketable return on investment for a developer to invest the needed \$3M to make this project a reality.

Phase 2 of this development would increase the assessed value of the land by \$3.7M immediately and give

TRANSIT-ORIENTED DEVELOPMENT COST ESTIMATE	
Improvement	Estimated Cost
Identify Potential Public Partners, Funding Sources and Create Public Private Finance Plan	\$15,000 for Consultant or Administrative Fees
Purchase Phase 1 and Phase 2 Land	\$275,000 \$275,000
Create Phase 1 Investment Offering	\$15,000 for Consultant or Administrative Fees
Execute Phase 1 Plan • Public Partners • Private Investor	\$600,000 \$3,000,000
Transit Station	TBD (Estimated between \$10,000,000 - \$20,000,000)
Create Phase 2 Investment Offering	\$15,000 for Consultant or Administrative Fees
Execute Phase 2 Plan • Public Partners • Private Investor	\$700,000 \$4,500,000
Subtotal without Transit Station	\$9,395,000
Contingency (15%)	\$1,409,250
Total without Transit Station	\$10,804,250
Subtotal with Transit Station	\$19,395,000 - \$29,395,000
Contingency (15%)	
Total with Transit Station	\$22,303,250 - \$33,804,250

Table 13: Transit-Oriented Development Cost Estimate

available space for over 40 potential employees in downtown. However, with current market conditions, a quality development of this sort is unlikely solely through private investment. A partnership including an approximate \$700k investment in infrastructure, land acquisition, parking, and marketing efforts or a variety of capital costs or operating costs will allow for a marketable return on investment for a developer to invest the needed \$4.6M to make this project a reality.

Reference "Mixed uses around future transit station" on page 88 for additional information.

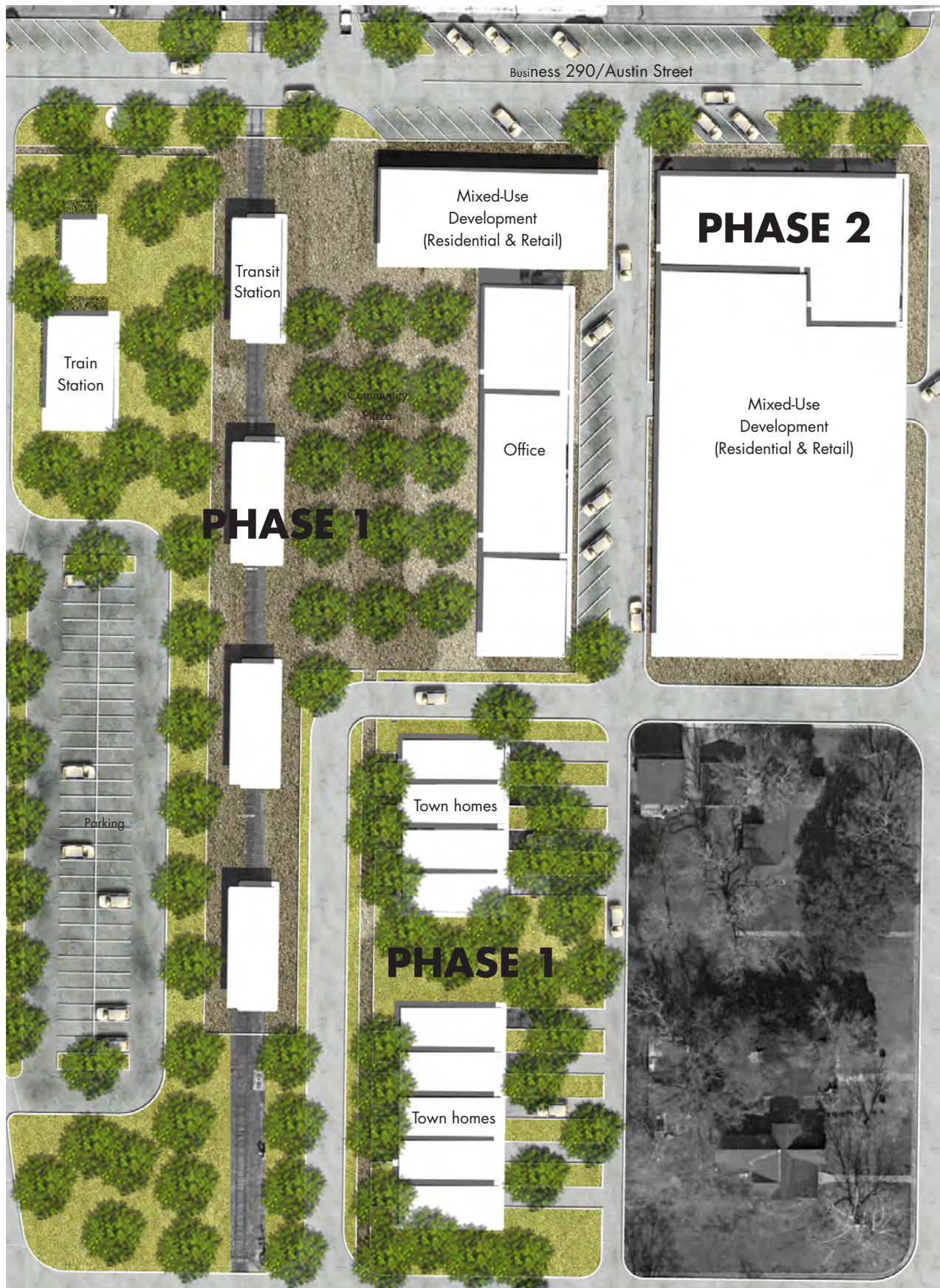


Figure 66: Transit-oriented Development

3. Transit-oriented Development

Sequencing

1: Identify Potential Public Partners and Funding Sources and Create Public Private Finance Plan

Since this project will likely require multiple public and/or nonprofit partners, create a detailed but flexible funding strategy in order to identify willing partners, identify funding sources and manage cash flow.

How: Utilizing this plan, contact and meet with potential partners, prepare appropriate grant applications, secure non-competitive funding, and then prepare cash flow projection identifying sources and timing of funds. Plan should be flexible because some funding may be competitive and unpredictable. The creation of any necessary districts, such as Tax Increment Reinvestment Zones, Municipal Management Districts, Public Improvement Districts, etc. should be done immediately after the creation of the finance plan.

Partners: City of Hempstead, Hempstead EDC, Waller County, TxDOT, H-GAC, METRO, HUD, TIRZ, Mgmt District, PID, CDE (New Markets Tax Credits), EDA

2: Purchase Phase 1 and Phase 2 Land

Negotiate and acquire parcels of land.

How: Negotiate purchase price and terms, complete due diligence, and close on property.

Partners: City of Hempstead, Hempstead EDC, METRO, HUD, TIRZ, Mgmt District, PID, CDE (New Markets Tax Credits)

3: Create Phase 1 Investment Offering

Prepare and circulate private investment offering and select potential private partner.

How: Prepare private investment offering in form of a RFP, market and circulate among potential partners, solicit proposals, select private partner, and formalize partnership through a Development Agreement.

Partners: Private Developer

4: Execute Phase 1 Plan

Execute the Development Agreement with private partner.

How: Execute the Development Agreement, convey land to developer, design, construct, and lease/sale available spaces.

Partners: All public partners and private developer

5: Transit Station

Transit station is built by METRO.

How: METRO agrees with City to build transit stop in Hempstead

Partners: Houston METRO, City of Hempstead, Livable Centers Implementation Grant Program, FTA

6: Create Phase 2 Investment Offering

Prepare and circulate private investment offering and select potential private partner.

How: Prepare private investment offering in form of a RFP, market and circulate among potential partners, solicit proposals, select private partner, and formalize partnership through a Development Agreement.

Partners: Private Developer

7: Execute Phase 2 Plan

Execute the Development Agreement with private partner including the construction of the transit plaza.

How: Execute the Development Agreement, convey land to developer, design, construct, and lease/sale available spaces.

Partners: All public partners and private developer

4. Courthouse District Redevelopment

Description

The Courthouse District Redevelopment is located across from the Waller County Courthouse in order to spur new development in the heart of downtown. The advantages of proposing a new development near existing landmarks and destinations include the location, high visibility to local residents and visitors, and availability of undeveloped open space within the downtown core. This is a great opportunity for a public-private partnership in order to build development momentum and potentially make additional funding sources available.

A potential development opportunity has been illustrated that shows how a development could look that meets a few of the crucial needs for sustained growth of the study area. This example development shows 11 town home units and 12,400 sf of office space. This will give a start to the additional rooftops needed for future retail growth and a location for area job growth. The office space could also be economic development business incubator space where entrepreneurial companies can be supported as further discussed in later sections. Most importantly, this could be a catalyst quality development in the heart of downtown.

This development would increase the assessed value of the land by \$3M immediately and give available space for over 60 potential employees in downtown. However, with current market conditions a quality development of this sort is unlikely solely through private investment. A partnership including an approximate \$1M investment in infrastructure, land acquisition,

COURTHOUSE COST ESTIMATE	
Improvement	Estimated Cost
Identify Potential Public Partners, Funding Sources and Create Public Private Finance Plan	\$15,000 for consultant or Administrative Fees
Purchase Land	\$366,000
Create Investment Offering	\$15,000 for consultant or Administrative Fees
Execute Plan - Public Partners - Private Investor	\$1,000,000 \$3,000,000
Total	\$4,396,000

Table 14: Courthouse Cost Estimate
See Appendix for detailed Proforma.

parking, and marketing efforts or a variety of capital costs or operating costs will allow for a marketable return on investment for a developer to invest the needed \$3M to make this project a reality.

Reference “Implement the Courthouse District Redevelopment” on page 86 for additional information.

Current Efforts

This project supports the efforts to buy local, encourage streetscape improvements, and implement signage such as the downtown directory and wayfinding signs.



Figure 67: Courthouse District Redevelopment

Sequencing

1: Identify Potential Public Partners and Funding Sources and Create Public Private Finance Plan

Since this project will likely require multiple public and/or non-profit partners, create a detailed but flexible funding strategy in order to identify willing partners, identify funding sources and manage cash flow.

How: Utilizing this plan, contact and meet with potential partners, prepare appropriate grant applications, secure non-competitive funding, and then prepare cash flow projection identifying sources and timing of funds. Plan should be flexible because some funding may be competitive and unpredictable. The creation of any necessary districts, such as Tax Increment Reinvestment Zones, Municipal Management Districts, Public Improvement Districts, etc. should be done immediately after the creation of the finance plan.

Partners: City of Hempstead, Hempstead EDC, Waller County, TxDOT, H-GAC, HUD, TIRZ, Mgmt District, PID, CDE (New Markets Tax Credits), EDA

2: Purchase Land

Negotiate and acquire parcels of land on either side and behind the meat market.

How: Negotiate purchase price and terms, complete due diligence, and close on property.

Partners: City of Hempstead, Hempstead EDC, HUD, TIRZ, Mgmt District, PID, CDE (New Markets Tax Credits)

3: Create Investment Offering

Prepare and circulate private investment offering and select potential private partner.

How: Prepare private investment offering in form of a RFP, market and circulate among potential partners, solicit proposals, evaluate responses, select private partner, and formalize partnership through a Development Agreement.

Partners: Private Developer

4: Execute Plan

Execute the Development Agreement with private partner.

How: Execute the Development Agreement, convey land to developer, design, construct, and lease/sale available spaces.

Partners: All public partners and private developer

5. Downtown Parks

Description

The downtown park plan will increase the availability of active programming opportunities in Downtown Hempstead. A large portion of residents are not within a 5-minute walking distance of a park. A planned community gathering space across from the future Commuter Rail will provide a centralized meeting space that acts as park lands. This is included as part of the Transit-Oriented Development project.

Recommended locations of the future park space are within the downtown grid and within walking distance of downtown. It is not recommended to locate another park outside of the study area. Efforts to encourage additional programming at City Park should be pursued, such as incorporating soccer fields or other active recreational uses. Refer to the parks analysis on “Public Open Space” on page 14 for potential areas for park space. Additional research is needed to determine City-owned lots within downtown. Reference “Downtown Parks” on page 68 for additional information.

Current Efforts

This project supports the goal of encouraging healthy living through safe public spaces. Residents expressed they liked the charm of Chappell Hill, which provides ample open space which includes gardens throughout the town. The City is currently looking into additional programming such as soccer for City Park. Efforts to include additional programming at City Park should be pursued in order to build upon the strength of the Park.

DOWNTOWN PARKS COST ESTIMATE			
Improvement	Quantity	Unit Cost	Estimated Cost
Downtown Parks Plan*	1	\$60,000	\$60,000
Park Construction	1	\$100,000	\$100,000
Subtotal			\$160,000
Contingency (15%)			\$24,000
Total			\$184,000

Table 15: Downtown Parks Cost

*Sources: Based on Parks Plans for similarly sized cities.

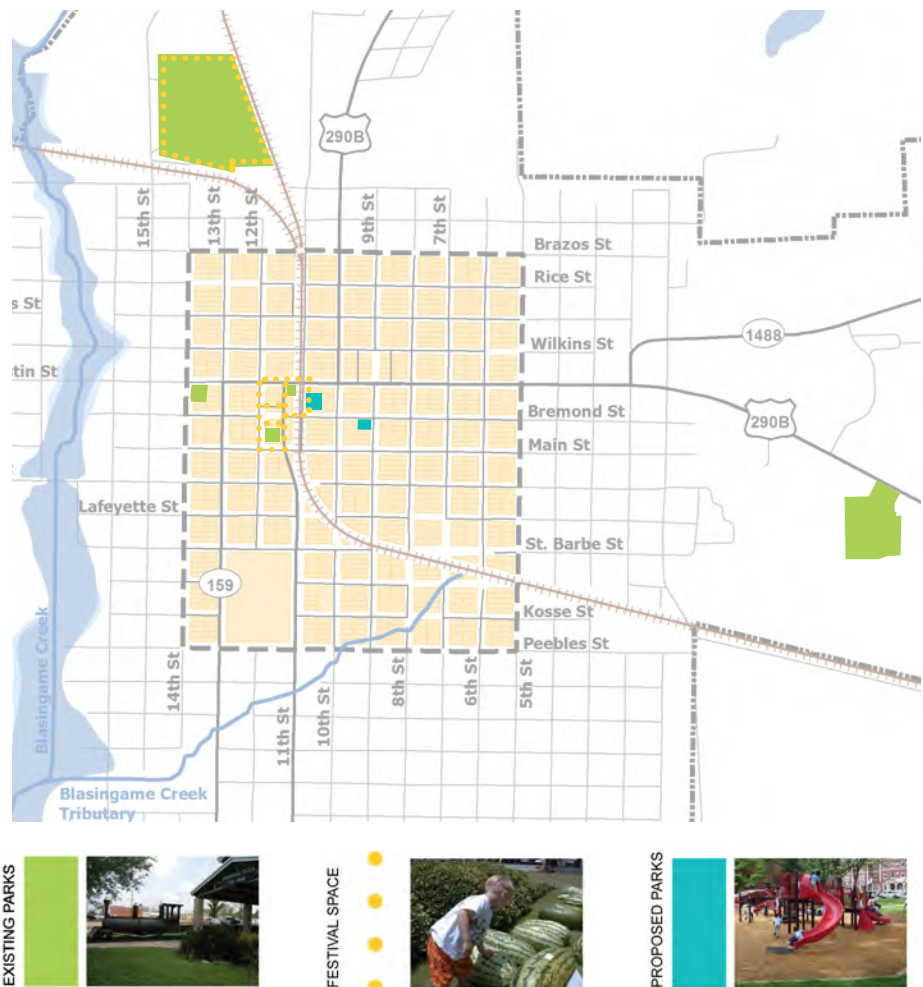


Figure 68: Existing parks, proposed parks, and potential festival space

Sequencing

1. Create a downtown parks plan and design parks

A plan will help the City guide the best and most strategic way to build parks for future generations.

How: Create RFP/RFQ documents for a downtown parks plan and design. Work with the consultant to identify vacancies and tax lots that are appropriate for park use and strategize the implementation of future parks in the downtown area.

Partners: City of Hempstead, private property owners, Livable Centers Grant Program (Downtown Public Spaces Improvements Program)

2. Construct parks

Purchase lots for redevelopment of park space.

How: In coordination with the Downtown Parks Plan, create documents for the parks that are ready for design and construction.

Community to give input to consultant on the design, and consultant will facilitate the construction documents and construction management of the park.

Partners: City of Hempstead, private property owners, Livable Centers Grant Program (Downtown Public Spaces Improvements Program)

6. Bike Routes

Description

The regional and local bike routes within Hempstead are designed for different types of cycling. The local routes are designed for residents of Hempstead to move safely and enjoyably between main destinations within Hempstead such as parks, schools, and downtown. These routes also connect to the Hempstead greenbelt and outdoor classroom. Regional routes are meant to provide a clear and legible system for regional cyclists coming from other towns such as Waller and Prairie View.

In addition, the City should encourage bike racks to be located with all new development in order to encourage biking.

Reference “Bike Routes” on page 48 for additional information.

Current Efforts

This project supports the efforts to provide multi-modal-friendly streets. This project works in conjunction with the streetscape improvements along Business US 290 and could be coordinated with the implementation of Signature Streets on Business US 290.

BIKE ROUTES COST ESTIMATE			
Improvement	Quantity	Unit Cost	Estimated Cost
Local bike routes (signage)*	4.45 miles	\$0 .56 per linear foot of road	\$13,158
Regional bike routes (signage)*	2.25 miles	\$0 .56 per linear foot of road	\$6,653
Subtotal			\$19,811
Contingency (15%)			\$2,972
Total			\$22,783

Table 16: Bike Routes Cost Estimate

*Sources: TxDOT Statewide 12-month moving average low bids as of August 31, 2011

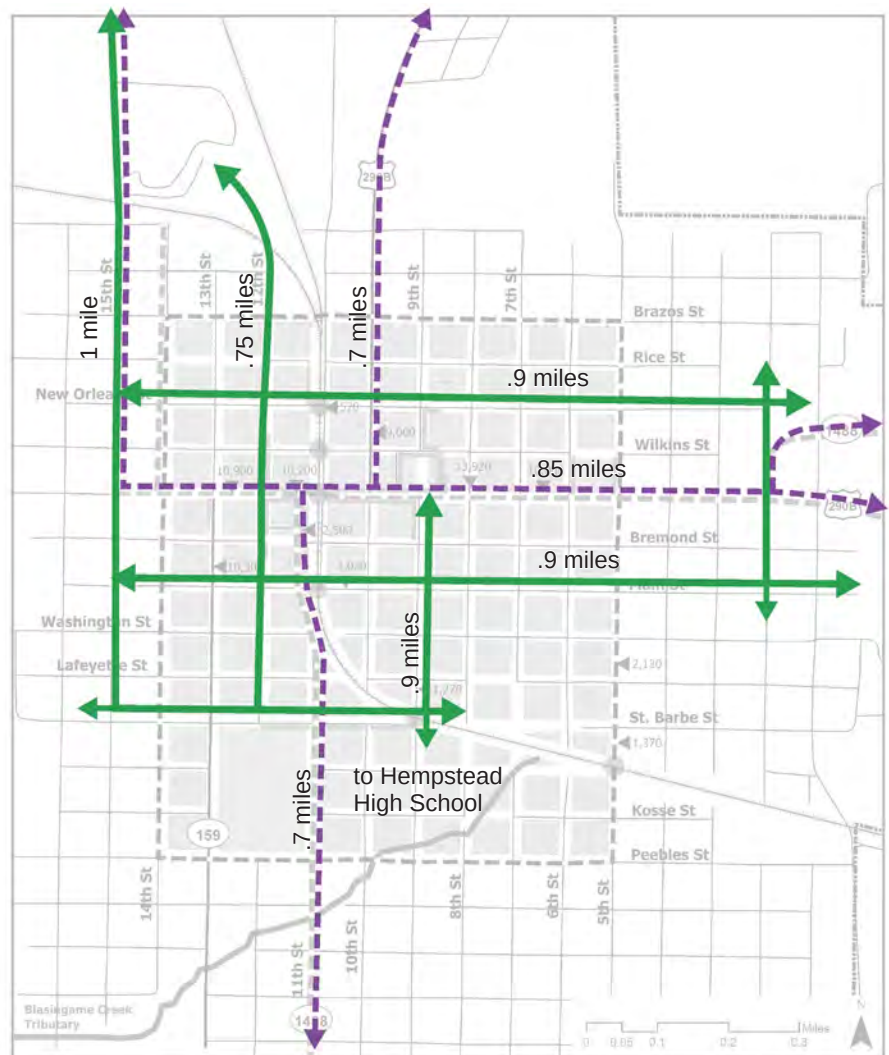


Figure 69: Recommended regional and local bike routes

Sequencing

1. On local roads, integrate local bike routes into the streetscape.

How: Locate signage along the local streets designated in “Figure 70: Recommended regional and local bike routes” on page 108. Implement bike racks in downtown and encourage new developments to provide bicycle parking.
Partners: TxDOT
Livable Centers Implementation Grant Program

2. On Business US 290, begin working with TxDOT to integrate regional bike routes into the streetscape.

How: Work with TxDOT to integrate signage where appropriate for regional bike routes.
Partners: City of Hempstead, TxDOT, Livable Centers Implementation Grant Program

Streetscape Improvements

Sequencing

The following table illustrates the priority of livable and signature streetscape improvements based on costs:

- 1. Livable Streetscapes*
- 2. Signature Streetscapes

See Phasing Diagram for additional information on phasing.

*Projects that are eligible for H-GAC Community Enhancement Grants which includes the Downtown Public Spaces Improvements Program and Community Trees Grant Program.⁷

⁷ <http://www.h-gac.com/community/community/community-enhancement/default.aspx>.

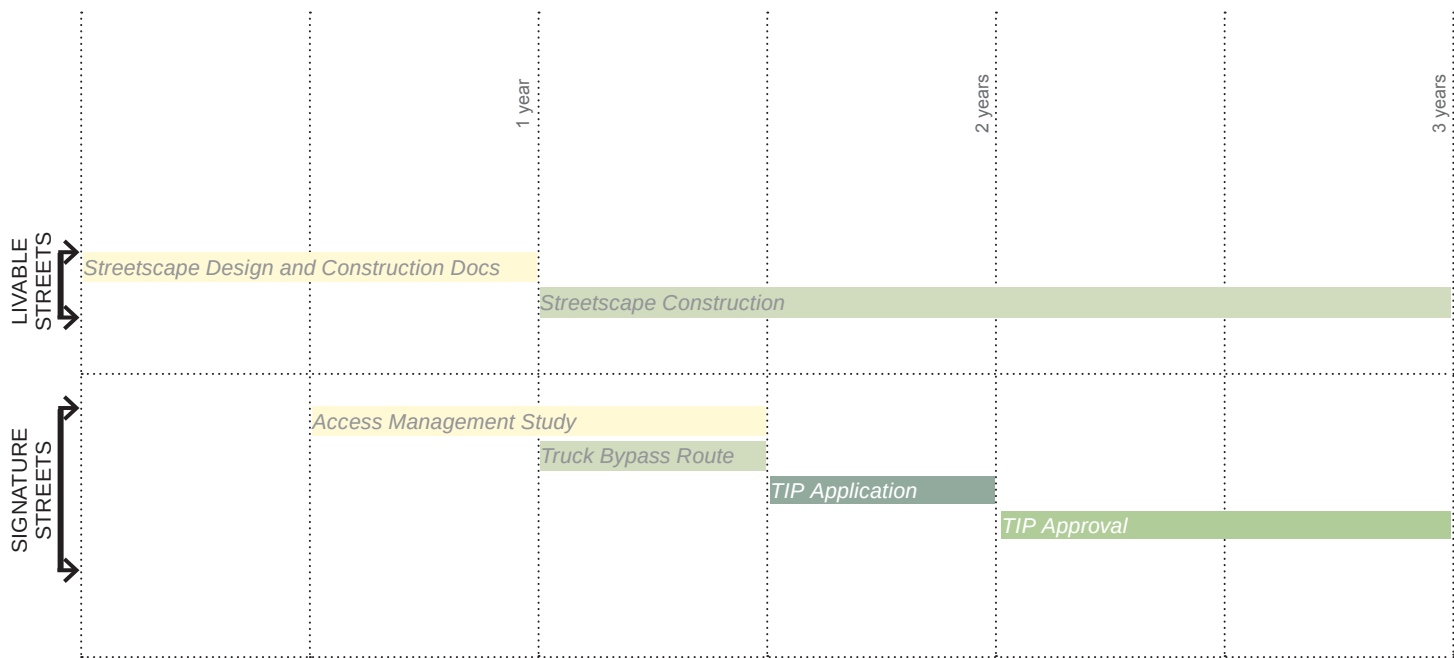
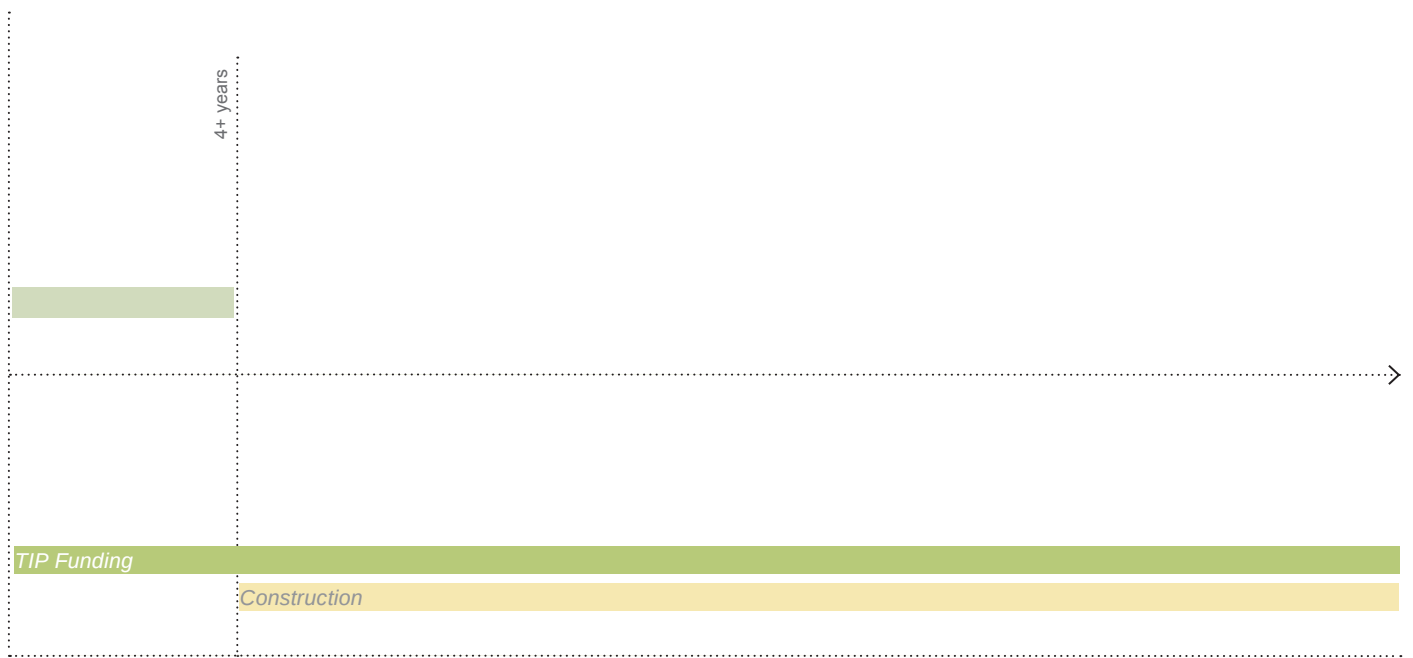


Table 17: Streetscape Improvements Sequencing



Streetscape Improvements- Livable Streets

Description

The streetscape improvements include “livable streets” and “signature streets.” Livable streets incorporate new sidewalks, street tree planting, lighting, street sign toppers, and signage/wayfinding. Signature streets include the elements of livable streets and also incorporate a narrower street cross section and bulb-outs. The signature streets involve a longer planning horizon and additional funding, but they provide much needed elements to ensure a livable town center. Refer to “Figure 19: Phase 1 Streetscape Elements” on page 50 for information on the locations of the signature and livable streets.

Reference “Streetscape Improvements- Livable Streets” on page 56 for additional information.

LIVABLE STREETS COST ESTIMATE- PHASE 1			
Improvement	Quantity	Unit Cost	Estimated Cost
Streetscape Design	1		8% - 12% of construction costs
Streetscape Construction			
Sidewalks (6' average)*	9,800 linear feet	\$30.21 per linear foot	\$296,058
ADA ramps	19	\$725 per intersection	\$2,900
Benches	27	\$1,500	\$40,500
Trash Receptacles	10	\$200	\$2,000
Street lights	44	\$3,000	\$132,000
Downtown Directory	2	\$5,000 per unit installed	\$10,000
Crosswalks*	1,278'	\$9.68 per linear foot of road. Assumes continental striping 8' x 2' stripes spaced 3'	\$12,371
Street sign toppers	10	\$500 each	\$5,000
Subtotal			\$500,829
Contingency (15%)			\$75,124
Total			\$575,953

Table 18: Livable Streets Cost Estimate - Phase 1

*Sources: TxDOT Statewide 12-month moving average low bids as of August 31, 2011

LIVABLE STREETS COST ESTIMATE- PHASE 2			
Improvement	Quantity	Unit Cost	Estimated Cost
Livable streetscape upgrades (all livable streetscape elements listed above including bulb-outs)	1.85 miles (9768 linear feet)	\$200/linear foot	\$1,953,600
Subtotal			\$1,953,600
Contingency (15%)			\$293,040
Total			\$2,246,640

Table 19: Livable Streets Cost Estimate - Phase 2

Sequencing: Livable Streets

1. Streetscape Design and Construction Documents

How: Create RFP/RFQ documents for streetscape design. Work with the consultant to identify areas that need new sidewalks, street trees, lighting, site furnishings, street sign toppers and signage/wayfinding.

Partners: H-GAC Livable Centers Implementation Grant Program
Downtown Public Spaces Improvement Grants (replacing sidewalks, signage, restoring historic facades, planting trees, creating parks), Community Trees Grant Program

2. Streetscape Construction

Streetscape to be constructed that includes ADA ramps, new sidewalks, street trees, lighting, site furnishings, and signage and wayfinding.

How: Bid construction documents.

Install streetscape elements.

Partners: H-GAC Livable Centers Implementation Grant Program
Downtown Public Spaces Improvement Grants (replacing sidewalks, signage, restoring historic facades, planting trees, creating parks), Community Trees Grant Program

Streetscape Improvements- Signature Streets

Description

See the two previous pages for a description of Signature Streets.

If the Signature Streets are approved, it is likely that TxDOT will replace the entire segment from FM 1488 to 13th Street in order to take care of the necessary transitions and adjustments. Because of this, the entire stretch of Business US 290/Austin Street is planned for an entire street reconstruction.

In the instance that signature streets are not feasible, livable streets should be applied everywhere the signature streets are planned except for the stretch of Austin Street beyond 8th Street.

Reference “Streetscape Improvements - Signature Streets” on page 60 for additional information.

Related Efforts

This project supports the goal to encourage walkability and multi-modal transit choices. By doing this, the City can improve air quality and increase connectivity to centers downtown. The City recently implemented new sidewalks in downtown as part of recommendations from the Comprehensive Plan.

SIGNATURE STREETS COST ESTIMATE	
Improvement	Estimated Cost
Access management Study	\$300,000
TIP Application	
TIP Funding	
Construction	\$8,200,000
Subtotal	\$8,500,000
Contingency (15%)	\$1,275,000
Total	\$9,775,000

Table 20: Signature Streets Cost Estimate

Sequencing: Signature Streets

FM 1488 to SH 159

1. H-GAC Access management study for US 290B and from FM 1488 (east to west between SH 159 and FM 1488 and south to north from Austin Street to SH 6/US 290).

How: Request H-GAC to perform an access management study for these roadways. The study would help define the opportunities for driveway consolidation, crash point reductions, median openings, turn bay lengths, parallel parking options, bike lane configuration, and additional corridor improvements such as drainage and lighting. H-GAC can issue an RFP/RFQ for the study. Partners: City of Hempstead, H-GAC, TxDOT, Waller County.

2. Truck Bypass Route

How: The City of Hempstead should approach Waller County in order to request a truck bypass route. This is initiated at the City and County level, which is then coordinated through TxDOT. Coordination with truck operators, businesses, and land owners along this route would be key to the successful implementation of a truck bypass plan. Partners: H-GAC, City of Hempstead, Waller County, TxDOT

3. Transportation Improvement Program (TIP) Application Process

How: City of Hempstead completes the application document and submits to H-GAC during the annual call for projects. H-GAC will help applicants complete their applications and ensure the highest level of scoring is achieved. Partners: H-GAC, City of Hempstead, TxDOT

4. TIP Approval

How: The H-GAC staff reviews and evaluates the application. It goes before a TIP subcommittee for review, and their recommendation is forwarded to a technical advisory committee (TAC) for review. The recommendation from the TAC is forwarded to the Transportation Policy Council (TPC) for a final decision on which projects receive federal funding. Partners: H-GAC offers guidance and recommendations throughout the review process. They also ensure an adequate public period is conducted in a timely and effective manner.

5. TIP Funding

How: The TIP contains projects that have funding already dedicated to them. There are also portions of the TIP where unfunded priority projects are identified. Once on the TIP, funding is allocated by available funding categories and by project readiness. Elements that impact project readiness include local commitment (financial support and local government concurrence), air quality conformity, environmental clearance, design review, and right-of-way status. Design plans (PS&E drawings) need to be at 30 percent completion two years before the year the project is slated to be constructed. Immediately following the PS&E deadline, the environmental clearance would need to be completed. Once that is complete the right-of-way needs to be acquired and environmental permits obtained. Partners: City of Hempstead, H-GAC, Federal Funds, TxDOT, Waller County

6. Construction

Cost: Approximately \$10 million (includes pavement/landscape, water line replacement, storm sewer replacement, sanitary sewer replacement, traffic signal upgrades) How: Design plans are completed and the project is put out for bid. Once a contractor is selected work can begin. Partners: City of Hempstead, H-GAC, TxDOT, Waller County

Programs/Policies

Sequencing

The following table illustrates the priority of programs/policies based on community feedback:

1. Enforce current codes to ensure vacant properties contribute to the value of the neighborhood.
2. Attract local businesses.
3. Create a marketing package.
4. Provide diverse housing options.

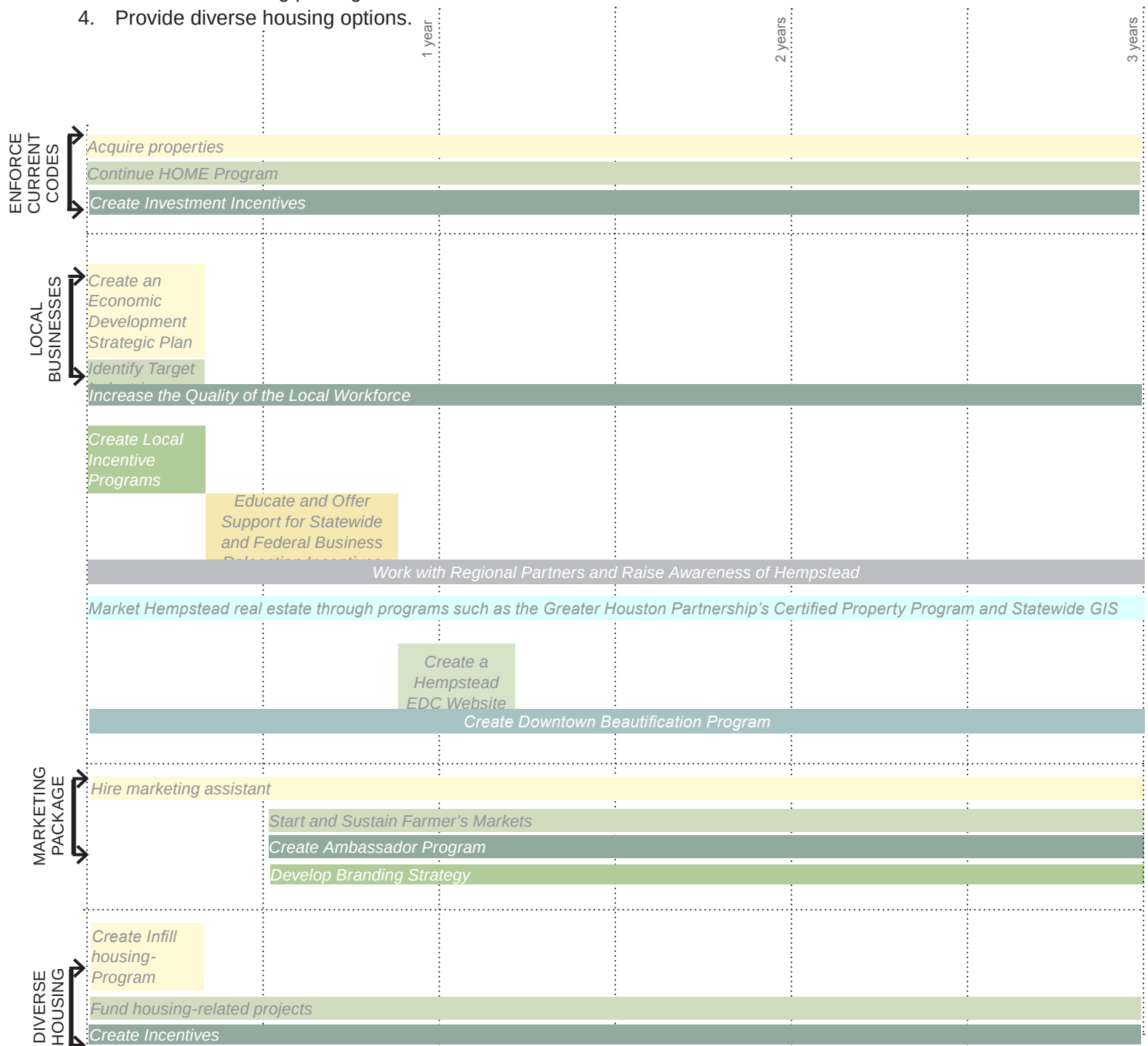


Table 21: Programs/Policies Sequencing



1. Enforce current codes

Description

Enforcing current codes will contribute to maintaining and increasing the value of downtown. It will also beautify the area and provide investment opportunities. Several initiatives are recommended in order to continue the efforts of the City. Acquiring Land banking properties that are in tax trust or have delinquent taxes will allow the City to make better use of this land. City-owned land can be used for new parks or sold to developers at a minimal cost to incentivize development.

The City has been successful with the HOME program which provides grants to fund activities that build, buy, and/or rehabilitate affordable housing for rent or homeownership or provide direct rental assistance to low-income people.

Reference “Code Enforcement and Property Value” on page 40 for additional information.

Related Efforts

This project supports the overall public space and environment goals to increase the look and perception of Hempstead. Providing developers with incentives to develop diverse housing is supported by the Transit-oriented Development project and the Courthouse District Redevelopment project.

The City is currently involved with the HOME program and complete about five homes at a time. Each home requires about \$65,000 per unit. This increases tax values and contributes to the overall look and feel of Hempstead.

ENFORCE CURRENT CODES COST ESTIMATE	
Improvement	Estimated Cost
Acquire properties	\$50,000 per acre
HOME program	\$50,000 - \$65,000 per unit
Incentives	\$20,000 - \$50,000 per lot
Total	Varies. Dependent upon number of units and lots.

Table 22: Enforce Current Codes Cost Estimate

Sequencing

1. Acquire properties

Continue to acquire properties that are in tax trust or have delinquent taxes.

How: Purchase delinquent tax properties beginning with the most unsightly/unkept properties in the areas that have the most development potential.

Partners: City of Hempstead, Hempstead EDC, TIRZ, Mgmt District, CDBG

2. HOME Program

Continue the use of the HOME program to repair dilapidated housing units throughout the community.

How: Continue to work with HOME matching funds to repair or demolish housing units beginning with the most unsightly/unkept properties in the areas that have the most development potential.

Partners: HOME, City of Hempstead, Hempstead EDC, TIRZ, Mgmt District, CDBG, Private Investors, Livable Centers Implementation Grant Program

3. Investment Incentives

Provide developers with incentives for developing diverse housing projects on vacant lots.

How: Work with a committee of local developers and business owners to create a policy/program of investment incentives for the development on downtown vacant lots. Incentives can be tied to the potential property or sales tax increment and can be used for a variety of beautification or infrastructure capital costs. The amount of incentives can be tied to specific types or quality of development and be paid once increment is realized.

Partners: City of Hempstead, Hempstead EDC, Waller County, TIRZ, Mgmt District, CDBG, Private investors

2. Attract local businesses

Description

Economic development is a cycle. Quality of life and employment lead to more housing options. More housing rooftops lead to retail development. More retail development options increases quality of life and secondary jobs, which then makes the area ready for further development. A key and elementary piece to this cycle is primary jobs. A proactive approach to economic development and attracting new companies and industry while retaining and expanding the existing job market is crucial to the growth of Hempstead.

There are several important pieces to the economic development puzzle. The City has little or no influence on some of these pieces, like location and existing industry. The City can change some pieces like workforce development through a long-term process. Quality of life increase can begin in the short term but distinct regional change will be a longer-term effort. Organization and marketing has a shorter time frame and can have a more immediate impact.

Related Efforts

This project supports the efforts to hire a Public Relations/Marketing Assistant and for catalyst redevelopment and transit-oriented development. Many of the initiatives in this section could be undertaken by a Marketing Coordinator and a more active economic development corporation.

The City currently has a 4A/4B economic development corporation that is funded by a half-cent sales tax.

ATTRACT LOCAL BUSINESSES COST ESTIMATE	
Improvement	Estimated Cost
Economic Development Strategic Plan	\$20,000 - \$50,000
Identify Target Industries	Not applicable
Increase the Quality of the Local Workforce • Incubator • Small business revolving loan	\$50,000 - \$1,000,000 depending on the size \$10,000 - \$50,000 + Marketing and Administrative costs
Create Local Incentive Programs	Not applicable
Educate and Offer Support for Statewide and Federal Business Relocation Incentives	\$5,000 per year
Work with Regional Partners and Raise Awareness of Hempstead	Continuous, dependent on activity \$1,000 - \$20,000 per year
Market Hempstead real estate through programs such as the Greater Houston Partnership's Certified Property Program and Statewide GIS	Continuous \$1,500 per property
Create a Hempstead EDC Website	\$10,000 - \$100,000
Downtown Beautification Program	\$10,000 - \$30,000
Total	\$107,500 - \$1,270,000

Table 23: Attract Local Businesses Cost Estimate

2. Attract local businesses

Sequencing

1. Create an Economic Development Strategic Plan

Economic Development Corporation to create an economic development strategic plan to organize the effort for the purpose of targeting primary jobs. This is the start to this strategic plan and the action steps listed below could likely be potential pieces to that plan.

How: *This can be done either internally with City, economic development or chamber of commerce staff or by consultant.*

Partners: *City of Hempstead, Hempstead EDC, EDA*

2. Identify Target Industries

Short-term job growth can occur through the identification and targeting of businesses that match the existing workforce with ties to existing industries. The groundwork for higher wage jobs and jobs requiring higher education should begin now with a longer-term strategy, some of which is discussed in further action items.

How: *This can be done either internally with City, economic development or chamber of commerce staff or by consultant.*

Partners: *City of Hempstead, Hempstead EDC, EDA*

3. Increase the Quality of the Local Workforce

Attract more college graduates from the area to Hempstead in order to increase the quality of the local workforce.

How: *Working with the local colleges, create an incubator program and small business revolving loans that will give office space and support to startup businesses. Raise Awareness of Hempstead and opportunities at local colleges and universities. Educate local business of local college and university business fairs and potentially sponsor their attendance. Develop a long-term strategy to bring a community college or local university branch to Hempstead.*

Partners: *City of Hempstead, Hempstead EDC, Local Universities and Colleges, SBA, Banks, Management District*

7. Market Hempstead real estate through programs such as the Greater Houston Partnership's (GHP) Certified Property Program and Statewide GIS

How: *The Greater Houston Partnership Certified Property Program is an inexpensive way to raise regional awareness of key land parcels and larger office and industrial buildings that may not be occupied. Once on the GHP's radar, they will assist in marketing the property to site selectors. Many site selectors now only request to view certified properties when talking with the GHP. Identify key parcels, talk with the land owner and/or broker, pay for or split the cost of*

the application, and participate in the GHP real estate committee.

Partners: *City of Hempstead, Hempstead EDC, Greater Houston Partnership, Landowners*

4. Create Local Incentive Programs

Create local incentive programs tied to the creation of primary jobs and local investment.

How: Identify competitive incentives such as tax abatements, expedited development permitting process, waiving of permitting fees, and support for statewide program applications.

Partners: City of Hempstead, Hempstead EDC, Waller County, State Office of the Governor

5. Educate and Offer Support for Statewide and Federal Business Relocation Incentives

Educate the City and EDC on federal and statewide business relocation incentives such as enterprise fund and emerging technology fund. Then market those programs and offer support through the application process.

How: Attend Texas Economic Development Council programs regarding statewide incentive programs and visit with Office of Governor staff in Austin.

Partners: City of Hempstead, Hempstead EDC, TEDC, Office of the Governor

6. Work with Regional Partners and Raise Awareness of Hempstead

Market the community by working with the state's office of the governor, Greater Houston Partnership economic development office, and the Waller County Economic Development Foundation. Stay in contact and get involved with each of these organizations.

How: Attend regional and statewide events with the Greater Houston Partnership, Texas Economic Development Council, and Office of the Governor. For example, participation in the Greater Houston Partnership Real Estate Committee is encouraged. Also, the Greater Houston Partnership often has trips planned to foreign countries targeting certain active industries. If these trips line up with Hempstead's targeted industry, then send an ambassador to make those crucial foreign contacts.

Partners: City of Hempstead, Hempstead EDC, Greater Houston Partnership, Waller County EDF, TEDC, Office of the Governor

8. Create a Hempstead EDC Website

The first impression of the community from an out-of-town business looking to relocate is typically through the City or Economic Development website.

How: Create website

Partners: City of Hempstead, Hempstead EDC, Local Business Owners, EDA

9: Downtown Beautification Program

Create a downtown beautification program that encourages local businesses to invest in their existing buildings and streetscape through such activities as a matching façade improvement grant.

How: Create program by identifying what exactly constitutes a façade improvement, set a budget, set a maximum grant amount, and market the program to downtown businesses.

Partners: City of Hempstead, Hempstead EDC, Local Business Owners, Mgmt District, TIRZ, CDBG

3. Create marketing package

Description

This Study recommends that the City of Hempstead create a marketing package that includes hiring a Marketing Assistant, starting and sustaining a farmer's market, creating an ambassador program, and developing a branding strategy. In addition, initiatives recommended in this Study such as lighting the water tower could be organized by the Marketing Assistant.

Hempstead is home to the Watermelon Festival which is the city's most successful food-related event. Efforts to market the Watermelon Festival can be pursued by a marketing assistant. This position can be instrumental in implementing programs that encourage buying local, fresh foods at the farmer's market, organizing an ambassador program and branding for Hempstead.

A farmer's market could be a great way for Hempstead to build upon its agricultural roots and further support the local economy. Food at farmer's markets is generally fresh and of high quality and prices are often lower than at grocery stores.⁶

Reference "Local Food and Festivals" on page 70 for additional information.

CREATE MARKETING PACKAGE COST ESTIMATE	
Improvement	Estimated Cost
Marketing Assistant 1*	\$38,010
Festival Committee/Farmer's Market	N/A
Ambassador Program	N/A
Branding Strategy	\$12,000
Subtotal	\$38,010
Total	\$50,010

Table 24: Create Marketing Package Cost Estimate

*Source: <http://swz.salary.com/SalaryWizard/Marketing-Assistant-I-Salary-Details-Houston-TX.aspx>

Below are some strategies to address challenges of Farmer's Markets in small communities:

1. Linking farmers to retail opportunities such as public schools, universities, hospitals, and restaurants can increase profit margins.
2. Participating in programs offered by the USDA, such as the Supplemental Nutrition Assistance Program (SNAP) which aims to improve access to healthy food at farmer's markets. The City needs to have a farmer's market prior to applying for these benefits⁷.

Hempstead could promote the Watermelon Festival to these local and regional publications such as:

1. Texas Monthly,
2. Food and Wine,
3. Edible Austin, and
4. My Table, Houston's Dining Magazine.

Related Efforts

This project supports the goal of encouraging healthy living through saving public spaces. Streetscape improvements such as street tree planting and providing community plazas/open space within the downtown will allow for farmer's market space.

⁶ PolicyLink and The Food Trust, *The Grocery Gap: Who Has Access to Healthy Food and Why It Matters* (Oakland, CA: PolicyLink and The Food Trust, 2009).

⁷ <<http://www.fns.usda.gov/snap/ebt/fm.htm>>

Sequencing

1. Hire Marketing Assistant

Hire a marketing coordinator to market Hempstead's festivals and activities to events coordinators, users and neighboring cities and colleges. Work with this consultant to ensure that Hempstead's event space has the necessary infrastructure for festivals.

How: Promote festivals and events to nearby cities and connect with regional food publications for event listing and articles.

Partners: City of Hempstead

2. Start and Sustain Farmer's Markets

Create a committee to jump-start new festival ideas, including a Farmer's Market/Arts Market and implementation.

How: Keep an up-to-date festival website that is used by the committee and public relations consultant for festival promotion.

Appoint a market manager or market master who enforces the market bylaws and oversees the daily business of the market.

Partners: USDA, Non-profit partners, Private Investors

3. Ambassador Program

Create an Ambassador Program to increase the perception of Hempstead and to promote local festivals.

How: Research other Ambassador Programs to learn how Ambassadors can contribute marketing Hempstead events and local culture.

Partners: City of Hempstead, Local residents

4. Develop branding strategy

Continue signage/marketing/branding for the Watermelon Festival and the City of Hempstead.

How: The branding strategy can include a vision statement, tag line, logo, color palette, and brief style guide. A qualified designer or marketing assistant could also extend the brand into the various elements required such as websites, advertisements, and brochures.

The recommended signage in the Values and Vision should be referenced reviewed as a starting point for branding.

Partners: City of Hempstead
Community Development Block Grants

4. Provide diverse housing options.

Description

The City can continue to coordinate efforts to increase the quality of the housing stock within downtown. Infill affordable housing and student housing will help contribute to a diverse housing stock and encourage new development. There appears to be a market demand for student housing for Prairie View A&M. Attracting those students downtown could support future retail development and provide the workforce necessary to attract quality employment opportunities.

As Hempstead grows and positions itself as a stop on the potential Hempstead commuter Corridor Rail, the availability of housing will be essential to meet the demand of new residents or home buyers.

Reference “Diverse Housing and Housing Quality” on page 40 for additional information.

Related Efforts

Both the Courthouse District Redevelopment and Transit-oriented Development include new housing units that will contribute to a diverse set of housing types. The City can help encourage this type of development by assisting with the funding and providing incentives to developers.

PROVIDE DIVERSE HOUSING OPTIONS COST ESTIMATE	
Improvement	Estimated Cost
Infill housing program creation	\$20,000 for consultant or Administrative Fees
Fund housing related projects	\$10,000 per year for grant writing
Incentives	Continuous, \$20,000 - \$50,000 per unit
Total	Varies. Dependent upon number of units and lots.

Table 25: Diverse Housing Options Cost Estimate

Sequencing

1. Infill housing

Sell properties for minimal cost to developers with the stipulation that new affordable housing is to be constructed on the lot within a specified time period.

How: Determine the value of land owned, set an appropriate income range for affordable housing based upon City policy (e.g. 50 percent to 80 percent AMI), determine the number of affordable units per new construction project, create a program that incentivizes developers based on these perimeters per housing unit and the City's desire for affordable housing (it is expected that this will range from \$20k-\$50k per unit), and sell property for the difference between the per unit incentive and value of land owned. Market program to local and national student housing developers. Market downtown Hempstead on surrounding higher education campuses.

Partners: City of Hempstead, Hempstead EDC, HUD, TIRZ, CDE, CDBG, LIHTC

2. Fund housing-related projects

Continue efforts to secure funding for housing-related projects.

How: Identify potential partners and funding sources, prepare applications and support developers applying for grant and low-cost loan funding.

Partners: City of Hempstead, Hempstead EDC, HUD, CDE, CDBG, LIHTC

3. Incentives

Create incentives for diverse housing adjacent to the future transit station and other key catalyst areas.

How: Create a program that incentivizes developers based on diverse mixed income housing perimeters located within a quarter mile of the proposed transit station per housing unit (it is expected that this will range from \$20k-\$50k per unit). Additional awards should be considered for higher densities. Market program to local mixed use and housing developers.

Partners: City of Hempstead, Hempstead EDC, HUD, CDE, CDBG, LIHTC, Private Developer

5. Amendments to current zoning code

Traditional zoning in the United States separates uses into distinct zoning classifications for central business districts, neighborhood commercial, residential, and office. The strict separation of all uses however, can limit connections between neighborhoods, downtown, and places of employment. In an effort to stimulate the existing street network, many cities have moved toward “mixed-use zoning” areas. This creates more desirable places to live and work. These areas tend to be more successful in the marketplace, which help create a stronger economy.

A summary of recommendations related to the current zoning ordinance are included below. These recommendations are presented in order to ensure that the City of Hempstead grows sustainability and attracts residents to a more healthy and livable city.

Mixed-use Zoning District:

It is recommended that the City create mixed-use zoning along major roadways in the downtown core. The zoning code would allow property owners to keep or develop a range of land uses by right, including the following:

- Residential (townhouse, apartments, condominiums).
- Retail (with office or retail on the second story or higher).
- Office (located above retail).

Property owners can mix uses vertically (different uses located on separate floors) or horizontally (different uses located adjacent to

each other). The current zoning code allows for a Planned Unit Development (PUD) to be permitted as mixed use but lacks a specific mixed-use zoning designation.

Design Guidelines

The following outlines the main elements of recommended design guidelines for new and existing developments in mixed-use zoning districts and throughout Hempstead.

Setbacks

Most traditional American zoning codes include minimum requirements for setbacks from the street to the front of a building. In order to create a more pedestrian-friendly and intimate environment along the key streets in Hempstead, the mixed-use zoning code would call for a mandatory “build-to” line for buildings along a portion of the street frontage. These requirements would stipulate that buildings must be “built-to” a certain distance from the street. High performing retail and commercial districts feature buildings constructed relatively close to the street, with sufficient space for outdoor dining and generous sidewalks. Setbacks are recommended to be zero feet in central business districts, neighborhood commercial, planned shopping, planned unit development, and mixed-use districts.

Façade Design Improvements

Buildings that feature a solid wall or a harsh building façade fronting a street diminish the quality of the pedestrian environment. Buildings that feature active uses, including large windows that encourage window shopping and attractive entry ways, encourage people to

walk along a street. Blank walls and long expanses of parking lots along a street strongly discourage pedestrian activity. The mixed-use zoning code would require developments to include windows and consider building facades in their site designs in order to enhance the overall streetscape environment. See “Historic Downtown District Retail & Commercial Tenant Signage” on page 82.

Signage, Lighting and Windows

Lighting design principles ensure there is adequate lighting that contributes to visual aesthetics, safety and security, reduction of glare and protection of the qualities of the night sky. Window openings along major streets in downtown should contribute to the overall aesthetics of the pedestrian experience and encourage natural surveillance. Window openings should provide a building façade transparency of at least 50 percent. Signage should follow the guidelines of Ordinance No. 10-114.

Parking

Parking is described in Section 5.02 of the City’s Zoning Ordinance and these standards should be applied to any new zoning designation. Parking should always be located to the rear or side of the building, in order to maintain a pedestrian-friendly environment.

Shared parking program

Hempstead could also consider a shared parking program where two or more uses can share the same parking spaces. This strategy may require modifications to the zoning ordinance, if the development codes require dedicated parking spaces

for individual land uses. This will reduce the demand for additional parking facilities to be built.

Maximum parking limit

Typically, cities set minimum parking requirements which require a minimum amount of parking for new developments. However, there is oftentimes no maximum amount of parking and large expanses of parking can create barriers to creating walkable communities. Hempstead could benefit from creating a maximum parking limit in order to limit the amount of unnecessary parking that is sometimes built with big box stores. The recommended maximum parking for Hempstead is 120% of the minimum parking limit.

Access Management

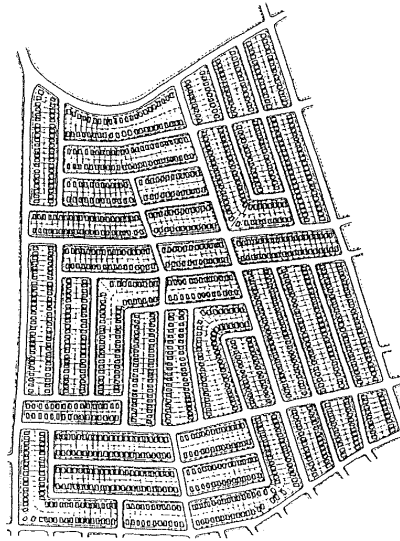
In order to create a safer pedestrian environment and more orderly access into and out of properties along Business 290/Austin Street and other streets within Hempstead, the zoning should include requirements for minimum spacings for driveways and curb cuts from intersection locations, as well as requirements for the spacing between driveways.

Planned Unit Development

In Section 3.11.05 of the current zoning code, the PUD is subject to review based on various criteria such as setbacks, circulation, parking, building heights, and landscaping, but the standards with which they will be upheld are not clearly identified. It is important to develop a set of guidelines and parameters with which the PUD can be assessed to eliminate long, drawn out approval processes.

GRAPHIC 10-C

Planned Unit Development or Cluster Development



The illustration above shows a typical residential subdivision with separate lots. Note that under this design, no provision is made for public open space or the preservation of natural features.



This Planned Unit Development or Cluster Design retains the same residential density as shown on the left. However, the use of a zero lot line pattern and public space held as a tenancy in common permits protection of natural features such as the stream and pond.

These illustrations in Hempstead's PUD guidelines that are found within the Zoning Ordinance, should be updated to reflect a gridded street pattern more appropriate for Hempstead.

Lot types

The lot types on Graphic 10-C on page 127 relate to other developments that would likely occur in other cities but that relate poorly to Hempstead. Developing on the existing street grid should be emphasized. The example graphics should be amended to more accurately reflect the existing framework of the city and protection of the gridded street pattern.

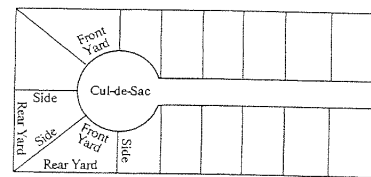
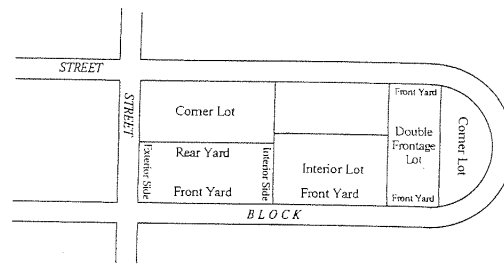
The example PUDs or Cluster Developments on Graphic 10-C should also be revised to more accurately depict the gridded street condition within Hempstead. Subdivisions such as these are more appropriate for larger cities that accommodate a large population.

Conclusion

Adopting the new mixed-use zoning framework would provide greater flexibility and more options for property owners to develop a wider range of uses along roads such as Business 290/ Austin Street and 12th Street. The mixed-use designation would provide greater clarity for entities considering redevelopment projects and would help streamline the overall entitlement process.

GRAPHIC 10-B

Lot Types



This type of lot structure should be updated to reflect a more connected and open street network.

APPENDIX



PROJECT PRO FORMA

Courthouse District Redevelopment

BUILDING PROGRAM COMPONENTS						
<u>Residential Square Footage:</u>	Units	Unit GSF	Building GSF	Parking Spaces	Parking GSF	Total GSF
Multifamily Apartments	25	824	20,588	38	12,188	32,776
Condo	0	0	0	0	0	0
Townhomes	0	1,500	0	0	0	0
Totals / Averages	25	824	20,588	38	12,188	32,776
<u>Residential Pricing:</u>	Efficiency	Unit GLA	Building GLA	Unit Pricing ⁽¹⁾	Annual GPI	Sell-Out Price
Multifamily Apartments	85.0%	700	17,500	\$1.30	\$273,000	-
Condo	85.0%	0	0	\$0	-	\$0
Townhomes	100.0%	1,500	0	\$184,500	-	\$0
Totals / Averages	90.0%	700	17,500	N/M	\$273,000	\$0
<u>Commercial Square Footage:</u>	Units	Unit GSF	Building GSF	Parking Spaces	Parking GSF	Total GSF
Retail	-	-	0	0	0	0
Office	-	-	12,400	50	16,120	28,520
Community Center	0	0	0	0	0	0
Totals / Averages	0	0	12,400	50	16,120	28,520
<u>Commercial Pricing:</u>	Efficiency	Unit GLA	Building GLA	Pricing ⁽²⁾	Pass-Through	Yrly. Gross Rev.
Retail	95.0%	-	0	\$25.00	\$0	\$0
Office	85.0%	-	10,540	\$8.00	\$23,064	\$107,384
Community Center	85.0%	0	0	\$0.00	-	\$0
Totals / Averages	88.3%	0	10,540	N/M	\$23,064	\$107,384
Total Building Program GSF (Excl. Parking)		32,988	Total Building Program GSF (Incl. Parking)		61,296	

ANNUAL CASH FLOW COMPONENTS @ STABILIZATION						
<u>Income Components & Operating Expenses:</u>	Residential Component		Commercial Component			Total Cash Flow
	Condos / T.H.	Apartments	Retail	Office	Civic	
Sell-Out Price / Gross Potential Income (GPI)	\$0	\$273,000	\$0	\$107,384	\$0	\$380,384
Vacancy & Collection Loss	\$0	-\$19,110	\$0	-\$7,517	\$0	-\$26,627
Unit Closing Costs, Commissions, Warranty Reserve	\$0	-	-	-	-	\$0
Net Sale Proceeds / Net Rental Income	\$0	\$253,890	\$0	\$99,867	\$0	\$353,757
Other Income / Expense Pass-Through Income	-	\$13,650	\$0	\$19,604	\$0	\$33,254
Net Revenue / Hotel Gross Dept. Profit	-	\$267,540	\$0	\$119,472	\$0	\$387,012
Operating Expenses	-	-\$95,550	\$0	-\$23,064	\$0	-\$118,614
Real Estate Property Taxes	-	-\$28,106	\$0	-\$16,928	\$0	-\$45,034
NET OPERATING INCOME	-	\$143,884	\$0	\$79,480	\$0	\$223,363
CapEx and Reserves (4.0% Res. 3.0% Com.)	-	-\$5,755	\$0	-\$2,384	\$0	-\$8,140
NET CASH FLOW BEFORE DEBT SERVICE	-	\$138,129	\$0	\$77,095	\$0	\$215,224
NOI Contribution - %	N/M	64.4%	0.0%	35.6%	0.0%	100.0%

TOTAL DEVELOPMENT BUDGET			
	Total	Cost per GSF	Notes / Assumptions
<u>Land, Site & Parking Costs:</u>			
Land Acquisition Cost	-\$365,904	-\$11.09	2.10 Acres @ \$4.00/SF
Site Work / Infrastructure	-\$217,800	-\$6.60	
Surface Parking	-\$104,520	-\$3.17	87 Spaces @ \$1,200 per Space, w/ 0.0% Shared Pkg. Reduction
Public Partner Participation	\$800,000	\$24.25	
Total Land, Site & Parking Costs	\$111,776	\$3.39	24.0% of TDB (Excl. Participation)
<u>Building Hard Costs:</u>			
Residential Buildings	-\$1,132,353	-\$34.33	\$55/SF Apts. \$0/SF Condos \$80/SF T.H.
Commercial Buildings	-\$806,000	-\$24.43	\$0/SF Retail \$65/SF Office \$0/SF Civic
Tenant Improvements	-\$248,000	-\$7.52	\$0/SF Retail \$20/SF Office \$0/SF Civic
Hard Cost Contingency	-\$240,415	-\$7.29	10.0% Residential Hard Structure Cost per SF
Total Building Hard Costs	-\$2,426,768	-\$73.56	84.6% of TDB
<u>Soft & Indirect Costs:</u>			
Title Insurance, Recording and Closing	-\$12,134	-\$0.37	0.5% Total Building Hard Costs
Legal	-\$24,268	-\$0.74	1.0% Total Building Hard Costs
Architecture, Engineering & Other Consulting	-\$121,338	-\$3.68	5.0% Total Building Hard Costs
Permits and Impact Fees	-\$50,000	-\$1.52	\$50,000 of Permit Fees (Estimated)
RE Taxes During Const., Project Ins. & Pre-Opening	-\$24,268	-\$0.74	Taxes Waived, Ins. 0.5% / Pre-Opening 0.5% of Hard Costs
Leasing Expense	-\$21,700	-\$0.66	\$1.75/SF on Retail and Office only
Marketing / FFE	-\$18,201	-\$0.55	0.75% of Total Hard Costs
Financing Costs	-\$17,981	-\$0.55	1.0% of Construction Loan, 70.0% LTC Ratio
Construction Period Interest	-\$121,111	-\$3.67	6.50%, 75.0% Avg. Bal., 30 Mo. on Dev. Cost, less Income
Construction Management Fee	-\$48,535	-\$1.47	2.0% Total Hard Costs
Development Fee	-\$75,939	-\$2.30	3.0% of Building Hard Costs & Structured Parking
Developer Overhead	-\$3,797	-\$0.12	5.0% of Development Fee
Soft Cost Contingency	-\$14,494	-\$0.44	5.0% of Soft Costs
Total Soft & Indirect Costs	-\$553,766	-\$16.79	22.8% of Hard Costs & 19.3% of TDB
Total Development Budget (TDB)	-\$2,868,758	-\$86.96	
For Sale Residential Net Sales Proceeds (NSP)	\$0		
Net Total Development Budget	-\$2,868,758		Unlevered Project Return on Cost (ROC)
			7.79%

CobbFendley

PROJECT PRO FORMA

Transit Oriented Development Phase 1 & 2

BUILDING PROGRAM COMPONENTS						
<u>Residential Square Footage:</u>	Units	Unit GSF	Building GSF	Parking Spaces	Parking GSF	Total GSF
Multifamily Apartments	40	941	37,647	60	19,500	57,147
Condo	0	0	0	0	0	0
Townhomes	0	1,500	0	0	0	0
Totals / Averages	40	941	37,647	60	19,500	57,147
<u>Residential Pricing:</u>	Efficiency	Unit GLA	Building GLA	Unit Pricing ⁽¹⁾	Annual GPI	Sell-Out Price
Multifamily Apartments	85.0%	800	32,000	\$1.30	\$499,200	-
Condo	85.0%	0	0	\$0	-	\$0
Townhomes	100.0%	1,500	0	\$184,500	-	\$0
Totals / Averages	90.0%	800	32,000	N/M	\$499,200	\$0
<u>Commercial Square Footage:</u>	Units	Unit GSF	Building GSF	Parking Spaces	Parking GSF	Total GSF
Retail	-	-	0	0	0	0
Office	-	-	7,200	29	9,360	16,560
Community Center	0	0	0	0	0	0
Totals / Averages	0	0	7,200	29	9,360	16,560
<u>Commercial Pricing:</u>	Efficiency	Unit GLA	Building GLA	Pricing ⁽²⁾	Pass-Through	Yrly. Gross Rev.
Retail	95.0%	-	0	\$25.00	\$0	\$0
Office	85.0%	-	6,120	\$8.00	\$13,392	\$62,352
Community Center	85.0%	0	0	\$0.00	-	\$0
Totals / Averages	88.3%	0	6,120	N/M	\$13,392	\$62,352
Total Building Program GSF (Excl. Parking)		44,847	Total Building Program GSF (Incl. Parking)		73,707	

ANNUAL CASH FLOW COMPONENTS @ STABILIZATION						
<u>Income Components & Operating Expenses:</u>	Residential Component		Commercial Component			Total Cash Flow
	Condos / T.H.	Apartments	Retail	Office	Civic	
Sell-Out Price / Gross Potential Income (GPI)	\$0	\$499,200	\$0	\$62,352	\$0	\$561,552
Vacancy & Collection Loss	\$0	-\$34,944	\$0	-\$4,365	\$0	-\$39,309
Unit Closing Costs, Commissions, Warranty Reserve	\$0	-	-	-	-	\$0
Net Sale Proceeds / Net Rental Income	\$0	\$464,256	\$0	\$57,987	\$0	\$522,243
Other Income / Expense Pass-Through Income	-	\$24,960	\$0	\$11,383	\$0	\$36,343
Net Revenue / Hotel Gross Dept. Profit	-	\$489,216	\$0	\$69,371	\$0	\$558,587
Operating Expenses	-	-\$174,720	\$0	-\$13,392	\$0	-\$188,112
Real Estate Property Taxes	-	-\$51,852	\$0	-\$9,917	\$0	-\$61,768
NET OPERATING INCOME	-	\$262,644	\$0	\$46,062	\$0	\$308,706
CapEx and Reserves (4.0% Res. 3.0% Com.)	-	-\$10,506	\$0	-\$1,382	\$0	-\$11,888
NET CASH FLOW BEFORE DEBT SERVICE	-	\$252,138	\$0	\$44,680	\$0	\$296,819
NOI Contribution - %	N/M	85.1%	0.0%	14.9%	0.0%	100.0%

TOTAL DEVELOPMENT BUDGET			
	Total	Cost per GSF	Notes / Assumptions
<u>Land, Site & Parking Costs:</u>			
Land Acquisition Cost	-\$365,904	-\$8.16	2.10 Acres @ \$4.00/SF
Site Work / Infrastructure	-\$217,800	-\$4.86	
Surface Parking	-\$106,560	-\$2.38	89 Spaces @ \$1,200 per Space, w/ 0.0% Shared Pkg. Reduction
Public Partner Participation	\$400,000	\$8.92	
Total Land, Site & Parking Costs	-\$290,264	-\$6.47	17.5% of TDB (Excl. Participation)
<u>Building Hard Costs:</u>			
Residential Buildings	-\$2,070,588	-\$46.17	\$55/SF Apts. \$0/SF Condos \$80/SF T.H.
Commercial Buildings	-\$468,000	-\$10.44	\$0/SF Retail \$65/SF Office \$0/SF Civic
Tenant Improvements	-\$144,000	-\$3.21	\$0/SF Retail \$20/SF Office \$0/SF Civic
Hard Cost Contingency	-\$290,039	-\$6.47	10.0% Residential Hard Structure Cost per SF
Total Building Hard Costs	-\$2,972,627	-\$66.28	75.5% of TDB
<u>Soft & Indirect Costs:</u>			
Title Insurance, Recording and Closing	-\$14,863	-\$0.33	0.5% Total Building Hard Costs
Legal	-\$29,726	-\$0.66	1.0% Total Building Hard Costs
Architecture, Engineering & Other Consulting	-\$148,631	-\$3.31	5.0% Total Building Hard Costs
Permits and Impact Fees	-\$50,000	-\$1.11	\$50,000 of Permit Fees (Estimated)
RE Taxes During Const., Project Ins. & Pre-Opening	-\$29,726	-\$0.66	Taxes Waived, Ins. 0.5% / Pre-Opening 0.5% of Hard Costs
Leasing Expense	-\$12,600	-\$0.28	\$1.75/SF on Retail and Office only
Marketing / FFE	-\$22,295	-\$0.50	0.75% of Total Hard Costs
Financing Costs	-\$24,839	-\$0.55	1.0% of Construction Loan, 70.0% LTC Ratio
Construction Period Interest	-\$166,115	-\$3.70	6.50%, 75.0% Avg. Bal., 30 Mo. on Dev. Cost, less Income
Construction Management Fee	-\$59,453	-\$1.33	2.0% Total Hard Costs
Development Fee	-\$92,376	-\$2.06	3.0% of Building Hard Costs & Structured Parking
Developer Overhead	-\$4,619	-\$0.10	5.0% of Development Fee
Soft Cost Contingency	-\$16,634	-\$0.37	5.0% of Soft Costs
Total Soft & Indirect Costs	-\$671,877	-\$14.98	22.6% of Hard Costs & 17.1% of TDB
Total Development Budget (TDB)	-\$3,934,768	-\$87.74	
For Sale Residential Net Sales Proceeds (NSP)	\$0		
Net Total Development Budget	-\$3,934,768		Unlevered Project Return on Cost (ROC)
			7.85%

Transit Oriented Development Phase 3

BUILDING PROGRAM COMPONENTS						
<u>Residential Square Footage:</u>	Units	Unit GSF	Building GSF	Parking Spaces	Parking GSF	Total GSF
Multifamily Apartments	18	941	16,941	18	5,850	22,791
Condo	0	0	0	0	0	0
Townhomes	0	0	0	0	0	0
Totals / Averages	18	941	16,941	18	5,850	22,791
<u>Residential Pricing:</u>	Efficiency	Unit GLA	Building GLA	Unit Pricing ⁽¹⁾	Annual GPI	Sell-Out Price
Multifamily Apartments	85.0%	800	14,400	\$1.30	\$224,640	-
Condo	85.0%	0	0	\$0	-	\$0
Townhomes	100.0%	0	0	\$0	-	\$0
Totals / Averages	90.0%	800	14,400	N/M	\$224,640	\$0
<u>Commercial Square Footage:</u>	Units	Unit GSF	Building GSF	Parking Spaces	Parking GSF	Total GSF
Retail	-	-	7,800	39	12,675	20,475
Office	-	-	8,000	32	10,400	18,400
Community Center	0	0	0	0	0	0
Totals / Averages	0	0	15,800	71	23,075	38,875
<u>Commercial Pricing:</u>	Efficiency	Unit GLA	Building GLA	Pricing ⁽²⁾	Pass-Through	Yrly. Gross Rev.
Retail	95.0%	-	7,410	\$20.00	\$51,870	\$200,070
Office	85.0%	-	6,800	\$10.00	\$18,600	\$86,600
Community Center	85.0%	0	0	\$0.00	-	\$0
Totals / Averages	88.3%	0	14,210	N/M	\$70,470	\$286,670
Total Building Program GSF (Excl. Parking)		32,741	Total Building Program GSF (Incl. Parking)		61,666	

ANNUAL CASH FLOW COMPONENTS @ STABILIZATION						
	Residential Component		Commercial Component			Total Cash Flow
	Condos / T.H.	Apartments	Retail	Office	Civic	
<u>Income Components & Operating Expenses:</u>						
Sell-Out Price / Gross Potential Income (GPI)	\$0	\$224,640	\$148,200	\$86,600	\$0	\$459,440
Vacancy & Collection Loss	\$0	-\$15,725	-\$7,410	-\$6,062	\$0	-\$29,197
Unit Closing Costs, Commissions, Warranty Reserve	\$0	-	-	-	-	\$0
Net Sale Proceeds / Net Rental Income	\$0	\$208,915	\$140,790	\$80,538	\$0	\$430,243
Other Income / Expense Pass-Through Income	-	\$11,232	\$44,090	\$15,810	\$0	\$71,132
Net Revenue / Hotel Gross Dept. Profit	-	\$220,147	\$184,880	\$96,348	\$0	\$501,375
Operating Expenses	-	-\$78,624	-\$51,870	-\$18,600	\$0	-\$149,094
Real Estate Property Taxes	-	-\$31,833	-\$14,656	-\$15,032	\$0	-\$61,522
NET OPERATING INCOME	-	\$109,690	\$118,353	\$62,716	\$0	\$290,759
CapEx and Reserves (4.0% Res. 3.0% Com.)	-	-\$4,388	-\$3,551	-\$1,881	\$0	-\$9,820
NET CASH FLOW BEFORE DEBT SERVICE	-	\$105,302	\$114,802	\$60,834	\$0	\$280,939
NOI Contribution - %	N/M	37.7%	40.7%	21.6%	0.0%	100.0%

TOTAL DEVELOPMENT BUDGET			
	Total	Cost per GSF	Notes / Assumptions
<u>Land, Site & Parking Costs:</u>			
Land Acquisition Cost	-\$365,904	-\$11.18	2.10 Acres @ \$4.00/SF
Site Work / Infrastructure	-\$217,800	-\$6.65	
Garage Parking	-\$1,958,000	-\$59.80	89 Spaces @ \$22,000 per Space, w/ 0.0% Shared Pkg. Reduction
Public Partner Participation	\$1,000,000	\$30.54	
Total Land, Site & Parking Costs	-\$1,541,704	-\$47.09	64.9% of TDB (Excl. Participation)
<u>Building Hard Costs:</u>			
Residential Buildings	-\$931,765	-\$28.46	\$55/SF Apts. \$0/SF Condos \$80/SF T.H.
Commercial Buildings	-\$520,000	-\$15.88	\$0/SF Retail \$65/SF Office \$0/SF Civic
Tenant Improvements	-\$160,000	-\$4.89	\$0/SF Retail \$20/SF Office \$0/SF Civic
Hard Cost Contingency	-\$182,956	-\$5.59	10.0% Residential Hard Structure Cost per SF
Total Building Hard Costs	-\$1,794,721	-\$54.82	45.8% of TDB
<u>Soft & Indirect Costs:</u>			
Title Insurance, Recording and Closing	-\$8,974	-\$0.27	0.5% Total Building Hard Costs
Legal	-\$17,947	-\$0.55	1.0% Total Building Hard Costs
Architecture, Engineering & Other Consulting	-\$89,736	-\$2.74	5.0% Total Building Hard Costs
Permits and Impact Fees	-\$50,000	-\$1.53	\$50,000 of Permit Fees (Estimated)
RE Taxes During Const., Project Ins. & Pre-Opening	-\$17,947	-\$0.55	Taxes Waived, Ins. 0.5% / Pre-Opening 0.5% of Hard Costs
Leasing Expense	-\$27,650	-\$0.84	\$1.75/SF on Retail and Office only
Marketing / FFE	-\$13,460	-\$0.41	0.75% of Total Hard Costs
Financing Costs	-\$24,841	-\$0.76	1.0% of Construction Loan, 70.0% LTC Ratio
Construction Period Interest	-\$165,452	-\$5.05	6.50%, 75.0% Avg. Bal., 30 Mo. on Dev. Cost, less Income
Construction Management Fee	-\$35,894	-\$1.10	2.0% Total Hard Costs
Development Fee	-\$112,582	-\$3.44	3.0% of Building Hard Costs & Structured Parking
Developer Overhead	-\$5,629	-\$0.17	5.0% of Development Fee
Soft Cost Contingency	-\$12,528	-\$0.38	5.0% of Soft Costs
Total Soft & Indirect Costs	-\$582,640	-\$17.80	32.5% of Hard Costs & 14.9% of TDB
Total Development Budget (TDB)	-\$3,919,066	-\$119.70	
For Sale Residential Net Sales Proceeds (NSP)	\$0		
Net Total Development Budget	-\$3,919,066		Unlevered Project Return on Cost (ROC) 7.42%

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HEMPSTEAD LIVABLE CENTERS STUDY – VALUES WORKSHOP



PARTNERS



Texas Department of Transportation
Providing safe, efficient, and effective transportation for people and goods.



DESIGNWORKSHOP

UCC UrbanCore Collaborative

WALTER P MOORE

 CobbFendley



DESIGNWORKSHOP

AGENDA

- Project Background
- Purpose of Livable Centers Study
 - Approach and Process
 - Expectations
- Review Goals for Livable Centers Study
- Opportunity Analysis
- Schedule

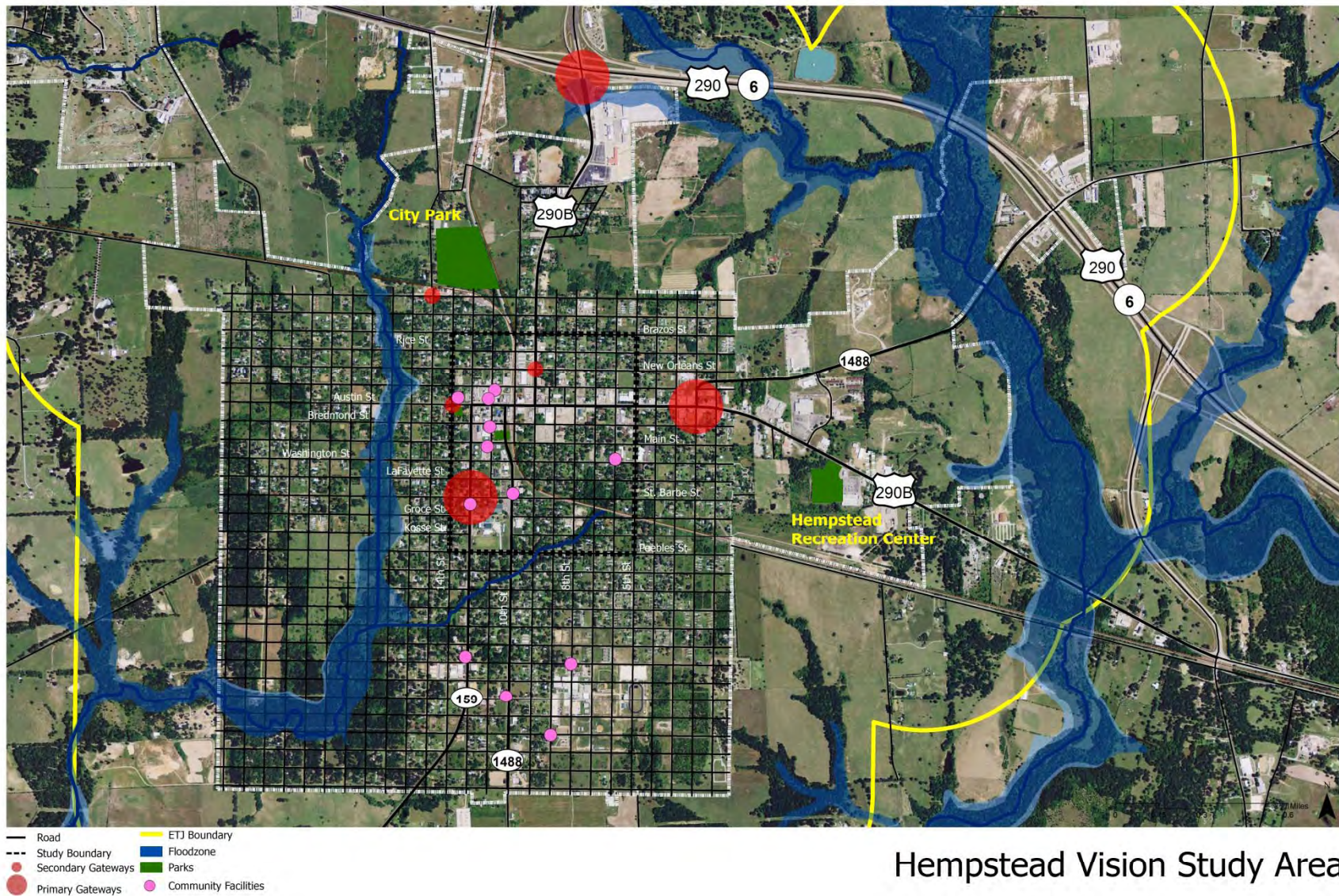


BACKGROUND

- H-GAC (Houston-Galveston Area Council): designated Metropolitan Planning Organization of the 8 county Houston-Galveston Transportation Management Area
 - Received funding for a Livable Centers Program
- What are livable centers?
 - walkable, mixed-use places that provide multimodal transportation options, improve environmental quality and promote economic development
- www.h-gac.com/livablecenters



STUDY AREA

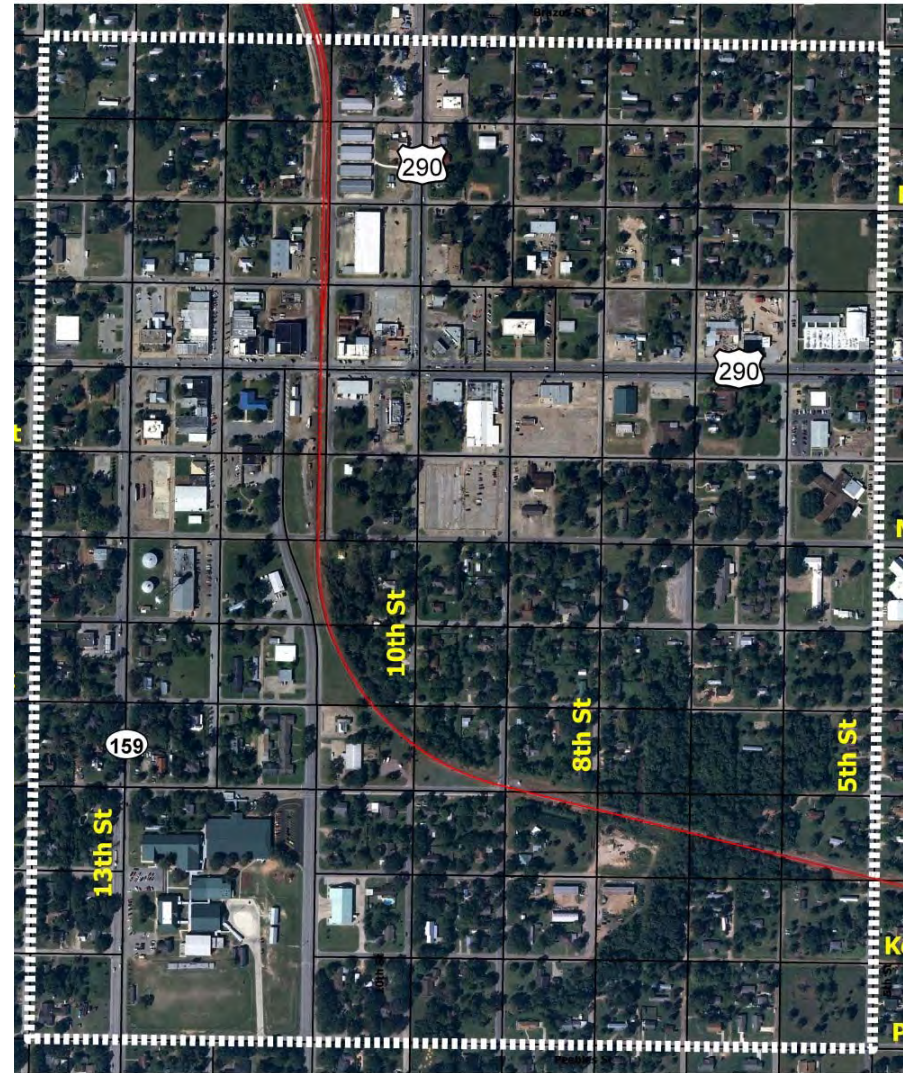


Hempstead Vision Study Area

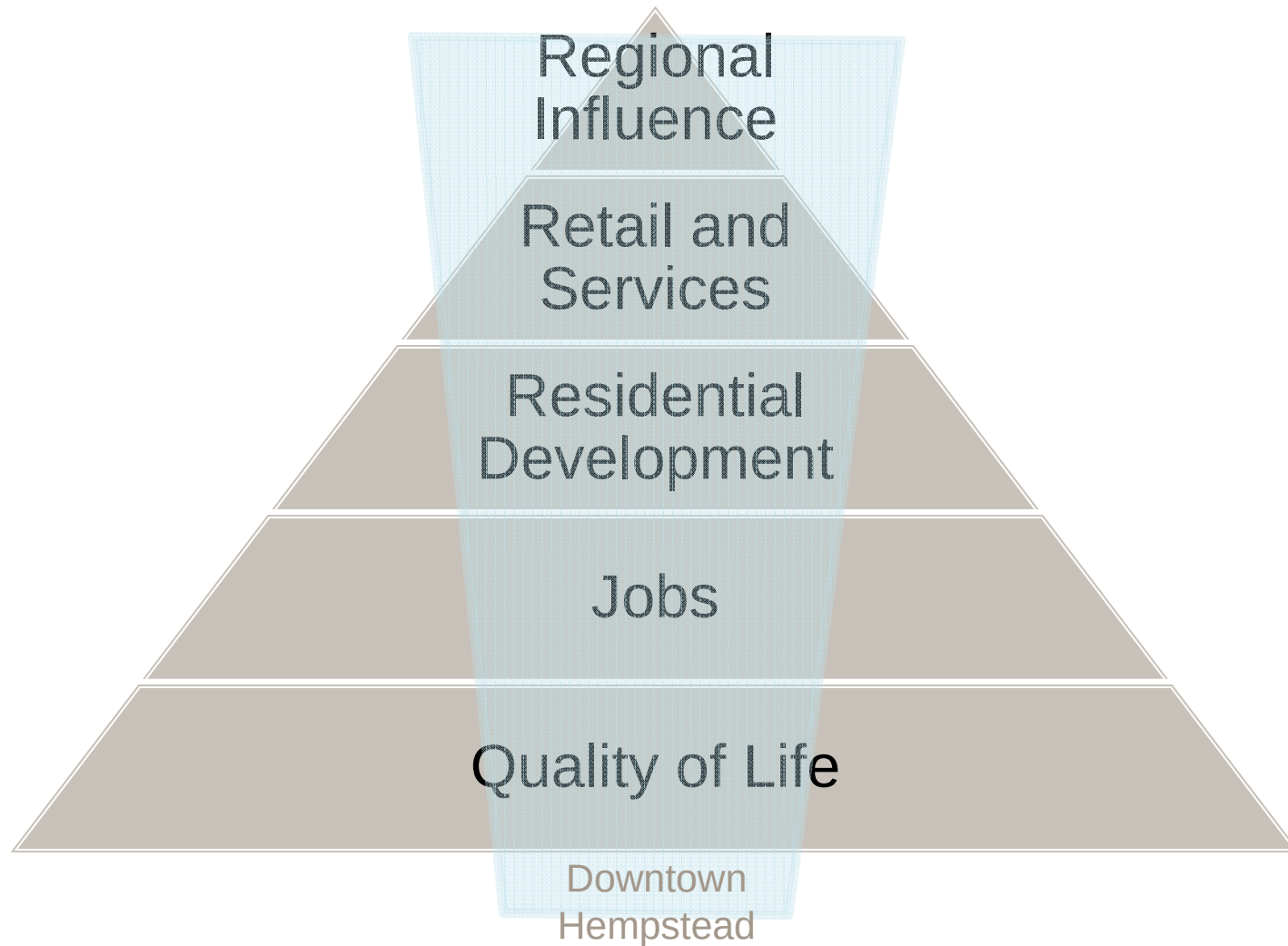


CRITICAL SUCCESS FACTORS

- Capitalize on quality of life in Hempstead.
- Reinforce the role of downtown in the economic development for the city.
- Plan should focus on implementation to attract private investment and leverage public improvements.
- “Complete streets” elements such as signage, sidewalks, and lighting improvements should be included in the plan.
- Consideration of Hempstead history and culture should inform the plan.



APPROACH

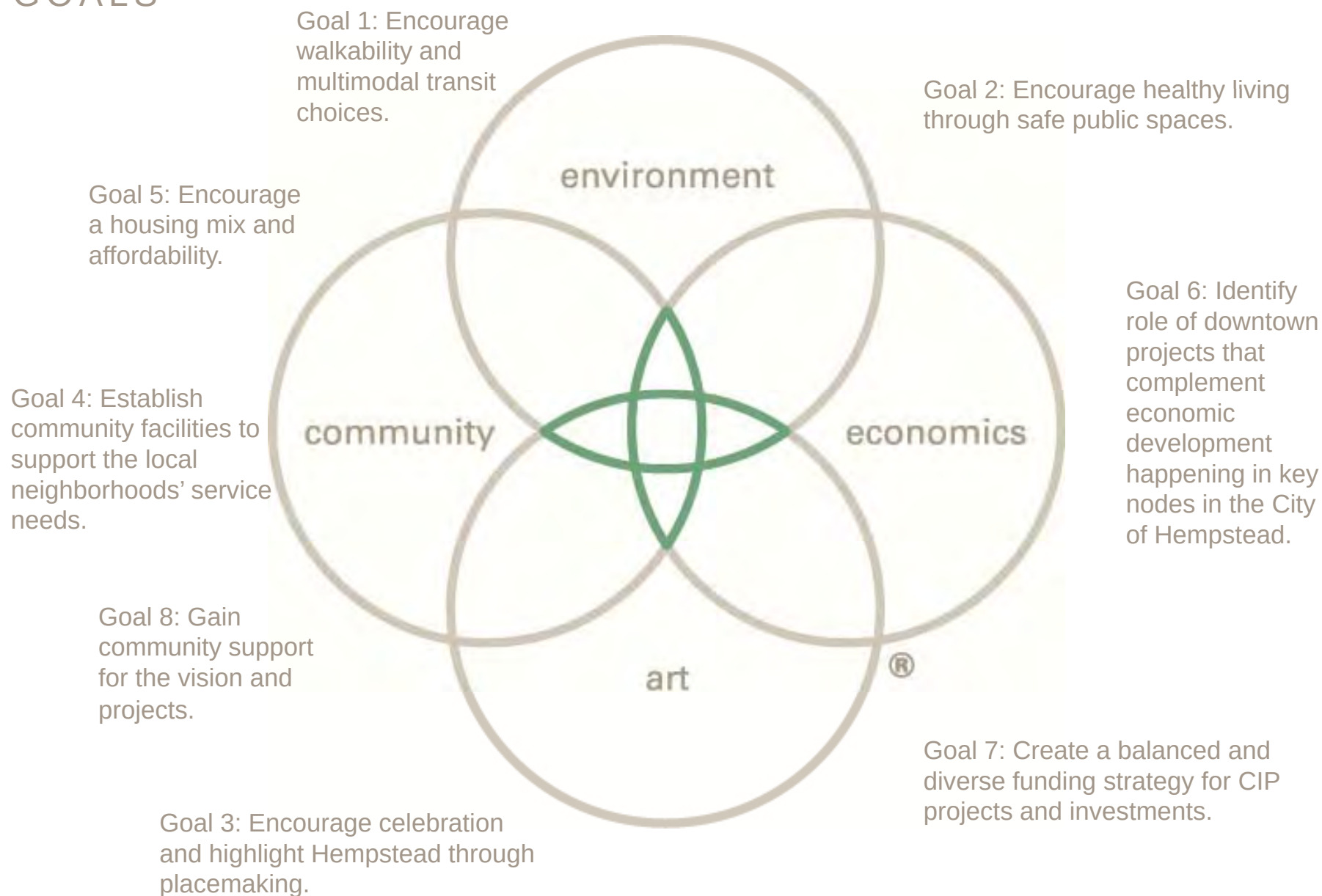


QUALITY OF LIFE

- Quality of life: refers to an individual or society's total well-being (emotional, social, and physical aspects of life)
- What would lead to an increased quality of life for citizens of Hempstead?
How can this plan increase quality of life?
 - Preserve parks and open space, increase accessibility/ activities
 - Continue efforts to improve school quality
 - Encourage walkability and increase access
 - Increase access to internet and community services
 - Improve infrastructure and public safety
 - Preserve historic buildings
 - Encourage tourism/festivals/
community gathering



GOALS



Which of these goals is most important to you. (Top three)

- 22%** 1. Encourage walkability and multimodal transit choices.
- 30%** 2. Encourage healthy living through safe public spaces.
- 30%** 3. Encourage celebration and highlight Hempstead through placemaking.
- 19%** 4. Establish community facilities to support the local neighborhoods service needs.
- 22%** 5. Encourage a housing mix and affordability.
- 56%** 6. Identify role of downtown projects that complement economic development happening in key nodes in the City of Hempstead.
- 33%** 7. Create a balanced and diverse funding strategy for CIP projects and investments.
- 52%** 8. Gain community support for the vision and projects.



CIRCULATION AND CONNECTIVITY



Transportation



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CIRCULATION AND CONNECTIVITY OPPORTUNITIES



Improve sidewalk connections, especially the routes to schools.

Create signed bike routes and paths.

Improve walkability downtown and along major routes.

Increase multi-modal opportunities around future transit stop.

Improve access routes across the railroad tracks along major routes.

Encourage safety by enhancing crosswalks with signage or traffic control measures.

Connect Hempstead Park to downtown with better pedestrian, bicycle, and vehicular connections.

Use shared driveways to reduce conflict points on major routes.

Invest in wayfinding to route highway users to visit downtown Hempstead.



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- Potential future TIRZ (Tax Increment Reinvestment Zone)

- Livable Centers Implementation Grant Program

- City of Hempstead

- Texas Department of Transportation

- Private investors

- Community Development Block Grants

- Safe Routes to School

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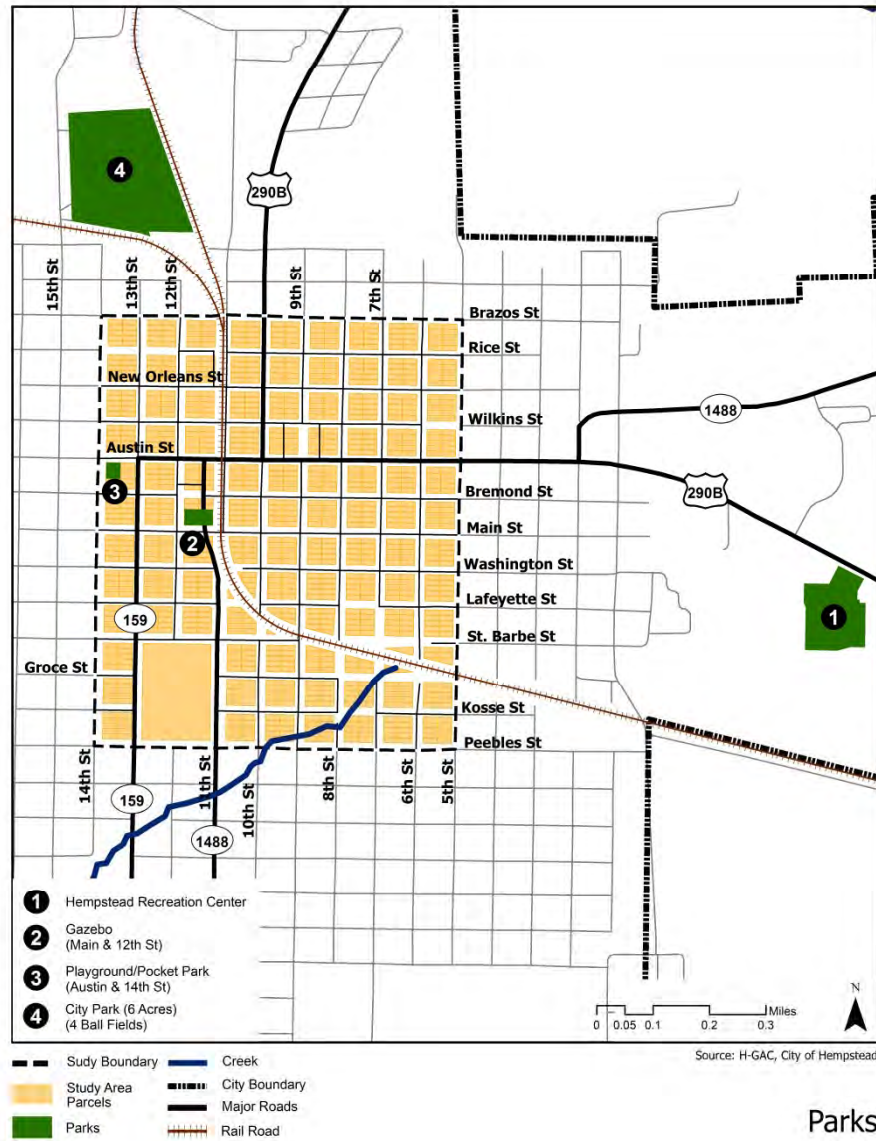


Choose the top three opportunities that you think are appropriate to address the Circulation and Connectivity goals.

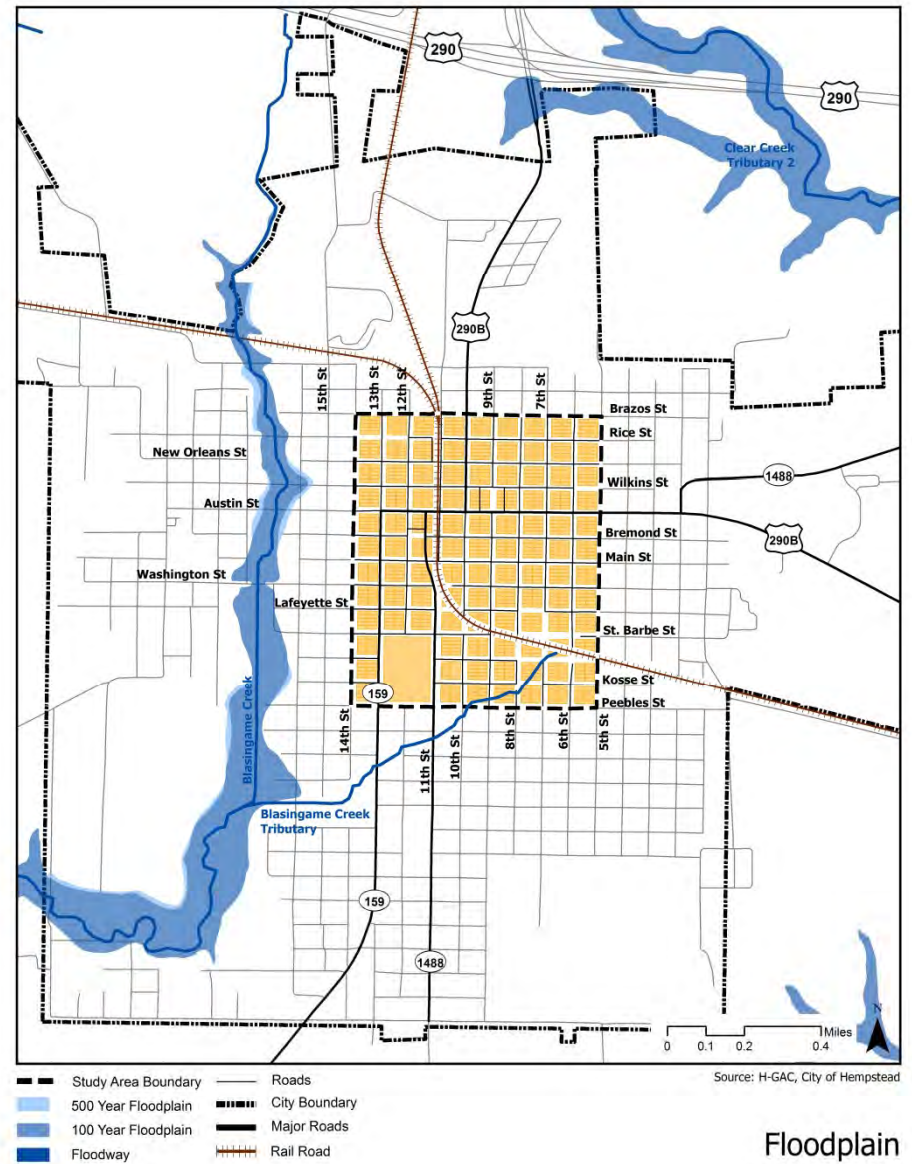
- 1. Improve sidewalk connections.
- 2. Create signed bike routes and paths.
- 3. Improve walkability downtown and along major routes.
- 4. Increase multi-modal opportunities around transit stop.
- 5. Improve access routes across the railroad tracks.
- 6. Encourage safety by enhancing crosswalks.
- 7. Connect Hempstead Park to downtown with better pedestrian, bike and vehicle connections.
- 8. Use shared driveways to reduce conflicts on major routes.
- 9. Invest in wayfinding to route highway users to visit downtown Hempstead.
- 10. I don't think any of these are appropriate.



PUBLIC SPACE AND ENVIRONMENT



Parks



Floodplain



PUBLIC SPACE AND ENVIRONMENT OPPORTUNITIES



- Encourage new parks in infill areas in downtown study area. \$\$
- Designate natural areas for use as nature parks and greenbelts. \$\$
- Improve amenities at existing parks. \$\$
- Improve lighting along major roads and/or at the watertower. \$
- Increase access to local, healthy food. \$



- City of Hempstead
- City of Hempstead EDC
- Private investors
- TIRZ
- Texas Community Development Block Grant Program
- H-GAC



Choose the top three opportunities that you think are appropriate for the Public Spaces and Environment opportunity.

52% 1. Encourage new parks in downtown.

60% 2. Designate natural areas as nature parks and greenbelts.

48% 3. Improve park amenities.

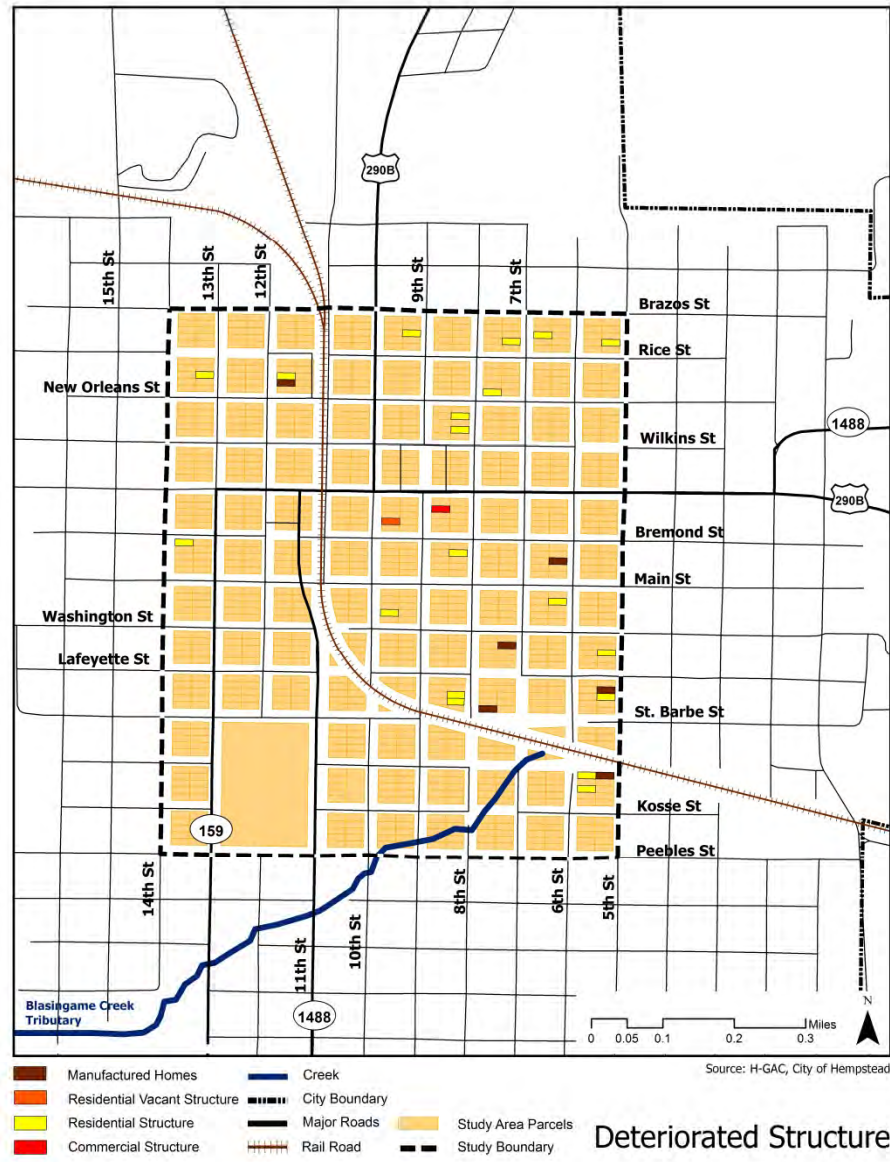
52% 4. Improve lighting.

40% 5. Increase access to local food.

4% 6. I don't think any of these are appropriate.



COMMUNITY DEVELOPMENT PATTERN



COMMUNITY DEVELOPMENT PATTERN OPPORTUNITIES



- Provide for housing affordability and a mix of housing types.
- Increase quality of housing stock.
- Establish community facilities to support local needs.
- Enforce current codes to ensure vacant properties contribute to the value of the neighborhood.
- Encourage green building standards.



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- Community Development Block Grant
- New Market Tax Credits
- Non-profit
- Churches
- Private investors
- Banks
- TIRZ
- Tax Abatements



Choose the top three opportunities that you think are appropriate for the Community Development opportunity.

37% 1. Provide affording housing availability.

48% 2. Increase quality of housing stock.

63% 3. Establish community facilities to support local need

63% 4. Enforce current codes.

30% 5. Encourage green building standards.

0% 6. I don't think any of these are appropriate.



PLACEMAKING AND BRANDING



- Develop gateway signage at key intersections.
- Develop a signage program and install wayfinding signage to local businesses and events.
- Create a marketing package to enhance reputation of Hempstead as a regional destination.
- Encourage local festivals and events.
- Promote local art (ex. Murals on buildings, Watermelon festival)



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- City of Hempstead EDC
- TIRZ
- EDA Grants (Federal)
- Hempstead Chamber of Commerce



Choose the top three opportunities that you think are appropriate for the Placemaking and Branding opportunity.

69% 1. Encourage gateway signage.

35% 2. Develop a signage program.

69% 3. Create marketing package.

65% 4. Encourage local festivals and events.

31% 5. Promote local art.

4% 6. I don't think any of these are appropriate.



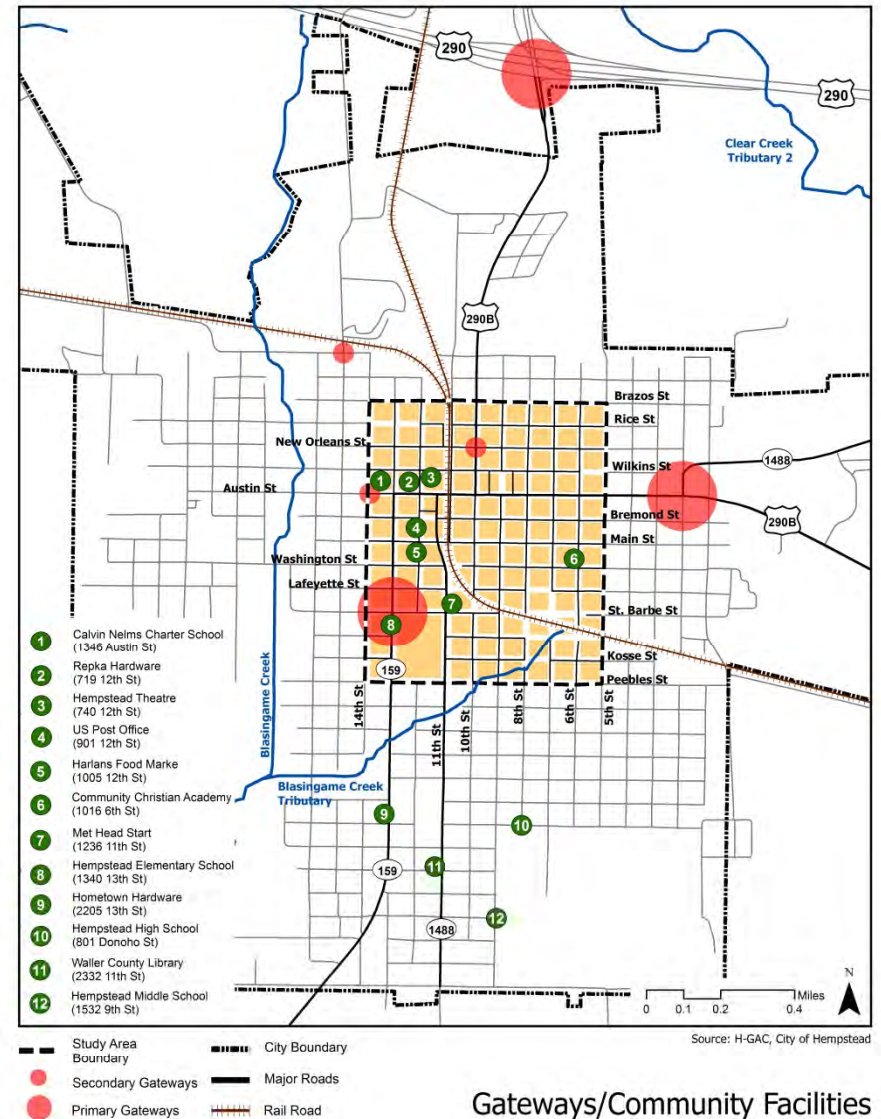
Do we have the gateway locations correct?

50%
1. Yes

0%
2. No

3. Maybe, but there are other
44% locations that should be
considered.

6%
4. I don't know.

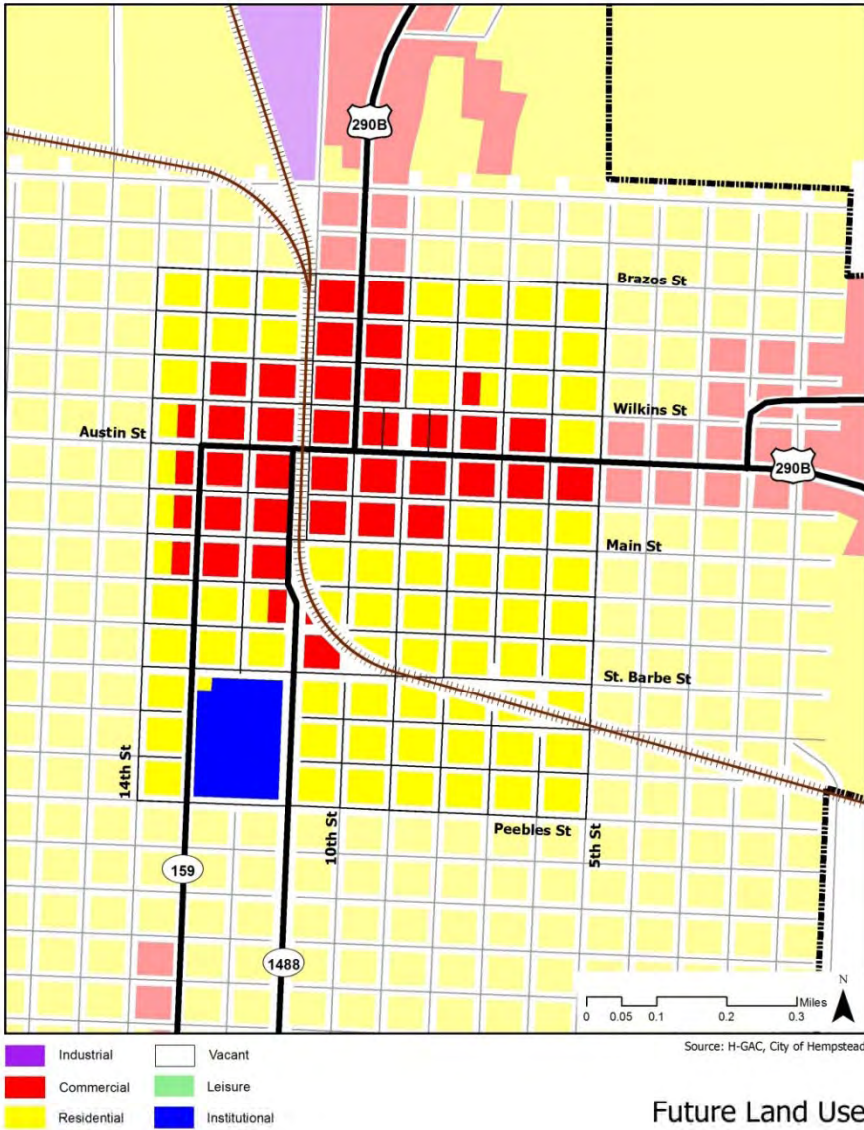
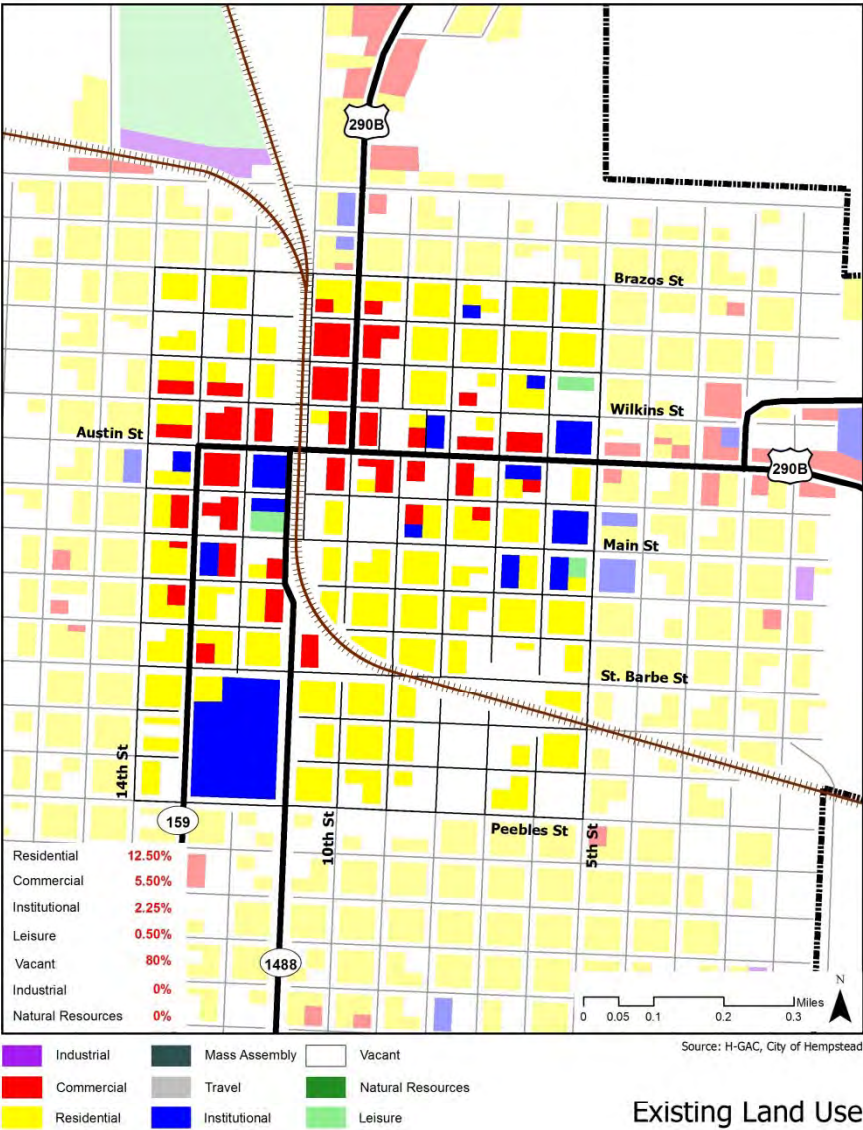


Gateways/Community Facilities

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ECONOMIC DEVELOPMENT



ECONOMIC DEVELOPMENT OPPORTUNITIES



- Create a balanced, diverse funding strategy for CIP projects and investments specific to Hempstead.

\$

- Increase commercial and mixed uses around the future transit stop.

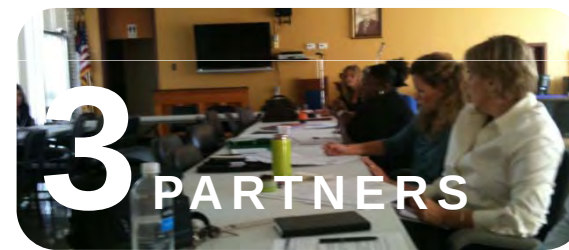
\$\$\$

- Reduce blighted or dilapidated buildings.

\$

- Attract local businesses by offering tax incentives and other means of support.

\$



- City of Hempstead
- Private investors
- City of Hempstead EDC
- TIRZ
- H-GAC
- TxDOT
- CDBG
- City/County Tax Abatements



Choose the top three opportunities that you think are appropriate for the Economic Development opportunity.

59% 1. Create a balanced, diverse funding strategy.

52% 2. Increase commercial and mixed uses around future transit stop.

81% 3. Clear unsightly and dilapidate buildings.

74% 4. Attract local businesses.

0% 5. I don't think any of these are appropriate.



NEXT STEPS

- Visioning Workshop
 - April 19
 - Presentation of vision
- Draft Livable Centers Plan
 - End of May
- Stakeholder meeting
 - Early June
- Final Plan
 - End of June



Master Plan

CITY OF LEWISVILLE

OLD TOWN TRANSIT ORIENTED DEVELOPMENT



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Prepared for the City of Lewisville Texas



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TABLE OF CONTENTS

INTRODUCTION

Context.....	1
Location	
Vision	
Objectives	
Process	
Project Boundaries	

INVENTORY AND ANALYSIS

Analysis	7
Surrounding Context	
Circulation	
Centers	
Existing Land Uses	
Existing Views	
Likelihood of Redevelopment	

DEVELOPMENT OF ALTERNATIVES

Community Outreach.....	15
Charrette Stakeholder Process	
Charrette Week Overview	
Development of Alternatives	
Charrette Conclusion	
Community Comments	
Employment District Concept Alternative	18
Character	
Circulation	
Parks and Open Space	
Lifestyle Community Concept: Alternative	22
Character	
Circulation	
Parks and Open Space	

PREFERRED ALTERNATIVE

Preferred Alternative	29
Character	
Circulation	
Parks and Open Space	
Stormwater Approach	32
Bioretention	
Control of Stormwater Quantity	
Landscape Swales	
Street Swales	
Parking Swales	
Streetscape Character	33
East Main Street / FM 1171	
Green Street	
Minor Residential Street	
Purnell Street	
Residential Boulevard	
Typical Street	
Main Street (Commercial Zone)	
Main Street (Residential Zone)	
Church Street (Commercial Zone)	
Church Street (Residential Zone)	
Old Town Master Plan	43
Sub-Area 2	
Sub-Area 3	
Sub-Area 4	
Signage	44
Master Plan	
Utilities and Infrastructure	45
Water Infrastructure Plan	
Stormsewer System	
Sanitary System	
Conceptual Cost Estimates	
Character of Land Uses.....	49

PROJECT OPPORTUNITIES

Project Opportunities	53
Old Town Center for the Creative Arts Townhomes	
Old Town Strip Mall Redevelopment	
Old Town Station Development	



CHAPTER ONE

INTRODUCTION



Context

Location

Located 20 minutes northwest of Dallas within Denton County, the City of Lewisville has experienced rapid growth over the last 10 years. The current population of 95,250 is projected to increase by 20% over the next 20 years, thereby increasing residential and commercial demand. Denton County Transit Authority (DCTA) master plan envisions a commuter rail that will connect the City of Denton, to the north, to the area of Trinity Hills to the south. At this last station, the commuter rail known as the A-Train, will connect with Dallas Area Rapid Transit (DART). The City of Lewisville will receive three transit stations along the proposed corridor, opening in 2010. Located immediately east of Old Town Lewisville, the Old Town Station will be the largest of the three stations, providing access to the Dallas Metroplex through public transit, while also providing significant development and redevelopment opportunities in Lewisville.

Forecasted growth of 42% new housing units expected in the Transit Oriented Development (TOD) area as identified by the economic and financial report by CDS Spillette (2007), signifies a direct impact to Lewisville and Old Town. The proposed station is within a ten-minute walk of Old Town and the new City Hall. The typical TOD boundaries of a five-minute walking distance, or 1,500 feet from the station, were expanded for this project due to the unique proximity of the City Hall and Old Town. The vision for this plan must compliment and enhance Old Town, while serving the area adjacent to the proposed station.

It is anticipated that the development and redevelopment surrounding the station will bring an increase in pedestrian activity and vibrancy to both areas. These impacts should be appropriately accommodated for in the master plan. The entire study area of 333 acres, presents the opportunity to address and design for a development with urban character driven by market realities. These plans are intended to harness the increase in activity to create a sustainable community node recognized throughout the state.



Context

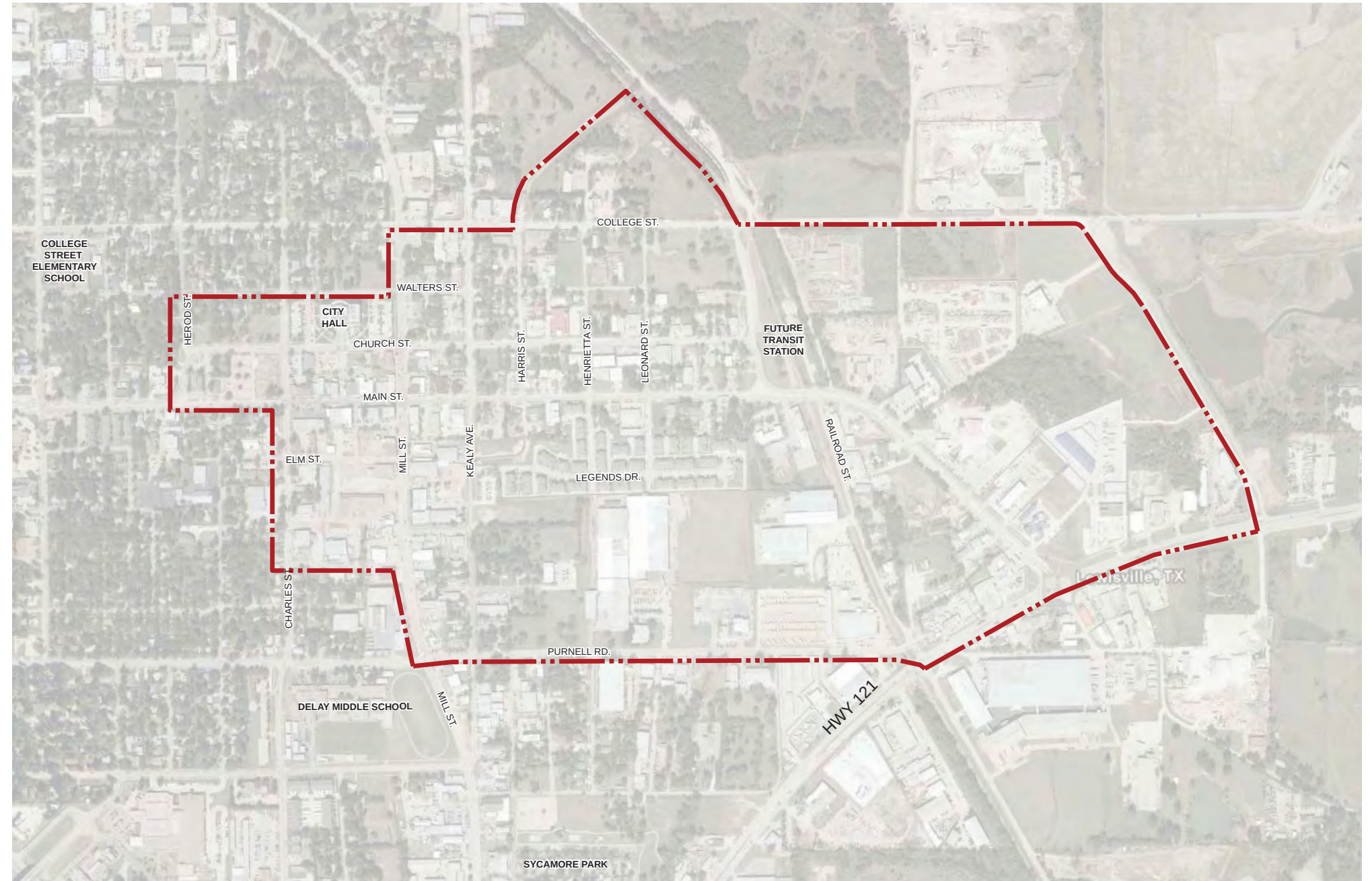
Project Boundaries

The project boundary for the TOD study was carefully identified in order to consider significant influences in the area. College Street is the northern most boundary of the study area. This street includes recent traffic improvements at the rail crossing and accesses the 1200 space parking lot adjacent to the Old Town Station. A large, under-utilized parcel just north of College Street was included because it provides development opportunities in proximity to the station.

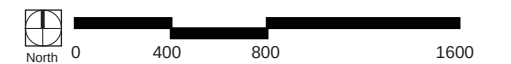
Valley Ridge Boulevard, the most eastern boundary of the project, will be expanded to connect Highway 121 Business northwest to I-35. Buffering of uses are critical in this area because of its proximity to the landfill located just east of the study area. The large parcels between Valley Ridge Boulevard and the rail line consist of industrial uses that will likely see redevelopment due to their proximity to the station.

To the south, the Purnell Street boundary incorporates large parcels of land currently used for light industrial uses. Purnell Street connects residential neighborhoods and Mill Street to Highway 121 Business. The existing intersection of Purnell Street and Highway 121 Business is anticipated to be reconfigured to create a safe 90 degree intersection, west of the railroad.

The western boundaries incorporate the capital improvement projects of the Lewisville Center for the Creative Arts, City Hall, and Old Town Plaza. The boundary jogs around under-utilized properties that present redevelopment opportunities associated with Old Town and the Old Town Station.



Project Boundary



Vision

The vision of the Old Town TOD is to provide accessibility from Old Town to the Old Town Station, while creating an environment where residents can live, work, and play without sole reliance on a vehicle. Design considerations account for a phased approach that will enable development and redevelopment to occur in a way that buffers and screens incompatible uses. It is intended that the TOD will utilize public investments to help spur private development and position Lewisville to seek grant funds based on buildable and realistic plans.

Critical Success Factors

Critical Success Factors, items that are absolutes in order to consider the project successful, were identified by the City of Lewisville for the project:

- Provide accessibility from Old Town to the Old Town Station;
- Design an implementable plan;
- Create an environment where residents can live, work and play without reliance on a vehicle;
- Utilize public investment to help spur private development;
- Help position Lewisville to obtain grant funds; and
- Provide sufficient screening/separation/traffic control from the incompatible nearby uses (e.g. the landfill, concrete companies, etc.).

Process

The City of Lewisville engaged Design Workshop to create the Old Town TOD Plan. Early in the process the consultants worked with City Staff, DCTA and utility providers to gain a thorough understanding of the site conditions and surrounding issues. Communication networks were estab-

lished to ensure a clear, transparent, and efficient process. Throughout the planning and design process, an intensive outreach program engaged the community and key stakeholders.

Dilemma

The largest commuter station of three within Lewisville, the Old Town Station will provide access for the community to public transit, but runs the risk of negatively impacting the vitality of Old Town. New development around the station could draw pedestrian activity and popularity, potentially harming Old Town with a loss of commercial and economic development. Without the appropriate urban character in the development plan that defines both centers jointly, Old Town runs the risk of being transformed to a thoroughfare.

Thesis

The TOD plan should create synergy between Old Town and the Old Town Station. Better connectivity and circulation between vehicles, bicycles, and pedestrian will allow ease of access and mobility to support the growing uses. Innovative and sustainable strategies will be integrated to the streetscape design to create attractive and pedestrian friendly environment linking Old Town and the Old Town Station. A well defined urban character with a range of residential product types will attract residences to live in Old Town. A dynamic and rich environment will extend from Old Town to the Old Town Station, ensuring the wholistic vitality of the area.



Proposed infill redevelopment perspective surrounding the Main Street and Church Street couplet, immediately west of the Old Town Station.



CITY OF LEWISVILLE OLD TOWN TRANSIT ORIENTED DEVELOPMENT

CHAPTER TWO

INVENTORY AND ANALYSIS

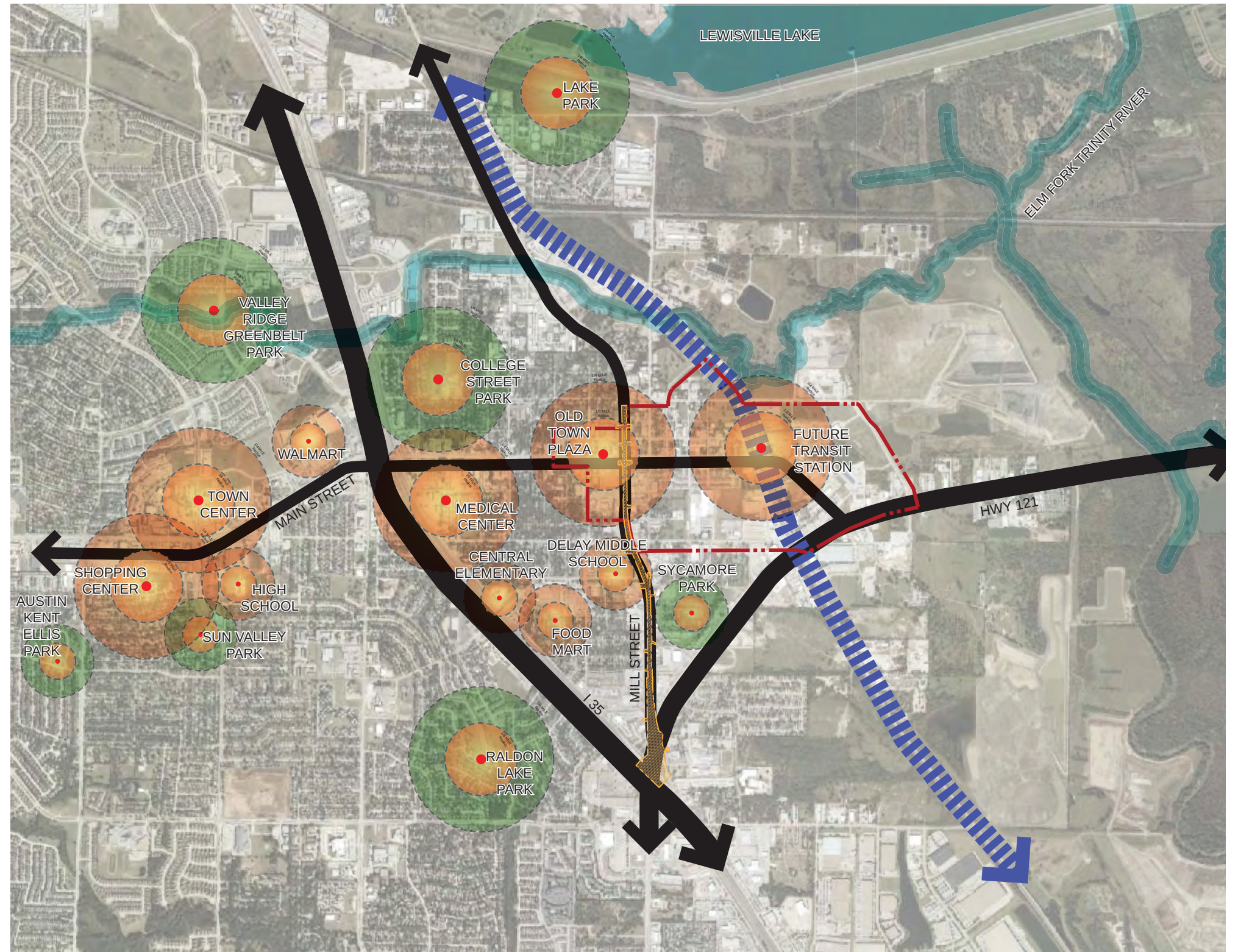
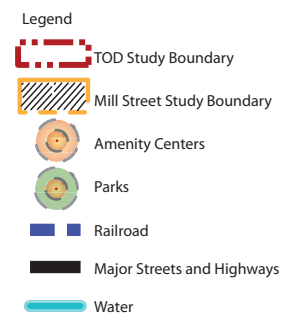


Analysis

Surrounding Context

I-35 and Highway 121 Business are the two major highway thoroughfares providing access in and around Lewisville. Main Street provides the east/west link between Highway 121 Business and I-35 while extending west toward Flower Mound. Mill Street extends north from the I-35 and Highway 121 Business interchange, through Old Town, towards Highland Village and Lewisville Lake. Amenity centers such as the Medical Center, Old Town Plaza and the Old Town Station provide increased vehicular and pedestrian energy along Main Street. These centers attract pedestrian and vehicular traffic. Employment opportunities in the area will create synergies between the major centers located along Main Street and the Old Town Station. This will continue to grow as Old Town prospers.

Access to parks and open space amenities is important in maintaining a healthy and quality environment for residents and visitors. Existing parks ranging in size and scale support neighborhoods outside of Old Town, but are lacking within the TOD study boundaries. As redevelopment occurs it is important to ensure adequate access to parks is provided that take advantage of the trail network expansion along the rail corridor and throughout the area.



Surrounding Context Diagram

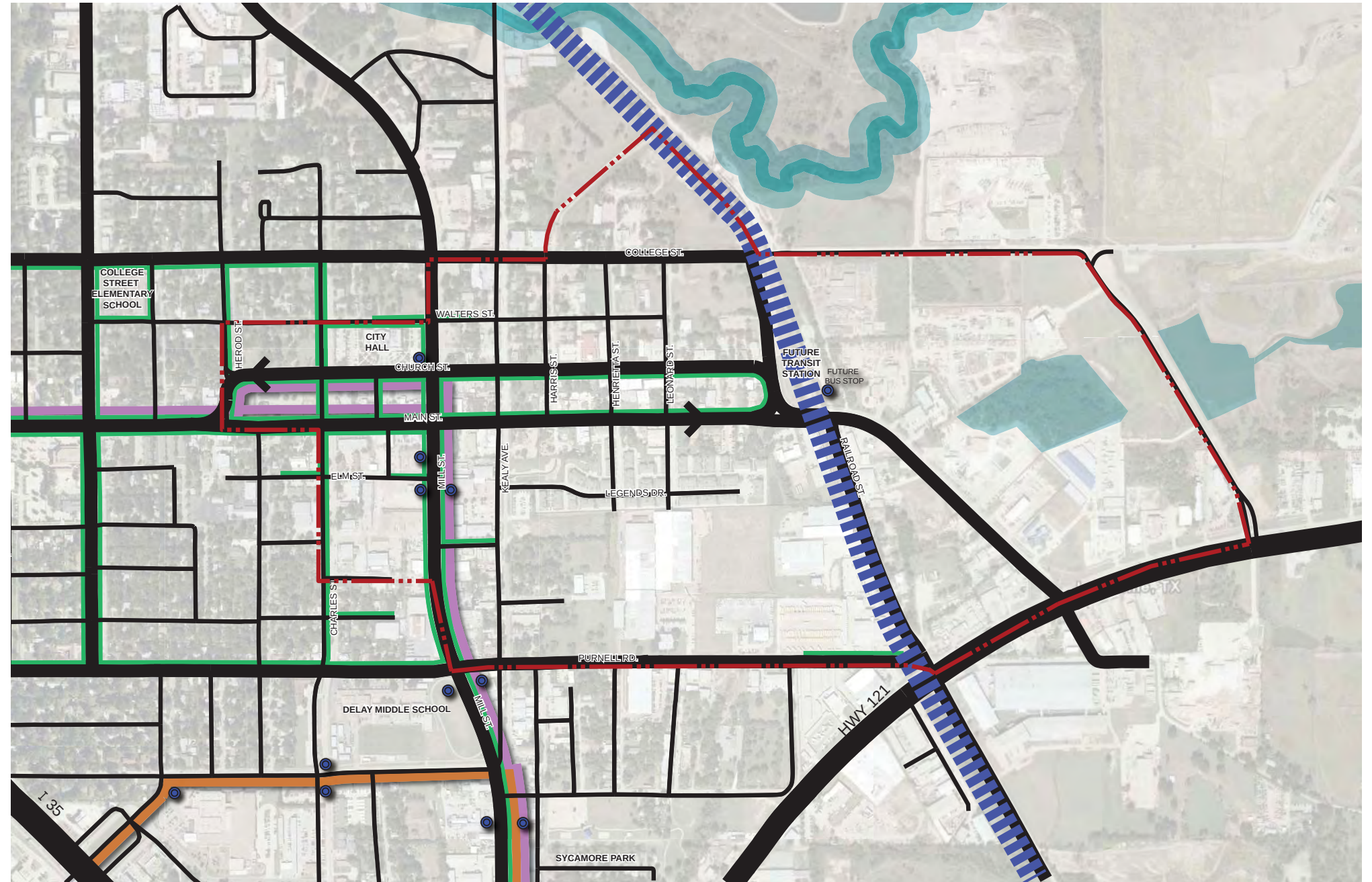


Analysis

Circulation

The primary routes for vehicular circulation and access through the Old Town TOD are Mill Street (north-south) and the one way couplet of Main Street (east) and Church Street (west). Current bus routes run along Mill Street and the Main Street/Church Street couplet west of Mill Street. Future plans indicate expanded routes along the couplet east of Mill Street. This extension of service will provide bus transfers for users from the rail station west linking to major employment and service destinations such as Old Town, City Hall, and the Medical Center. Currently, there are no bus routes extensions planned east of the station.

The existing street network throughout the study area generally creates a traditional grid pattern, except where impacted by large industrial parcels. These large parcels fragment the neighborhoods and impact accessibility for pedestrian, bicycle, and automobile traffic.



Existing Circulation Diagram

- Legend
- TOD Study Boundary
 - Pedestrian Path
 - Bus Route 23
 - Bus Route 22
 - Major Streets and Highways
 - Railroad



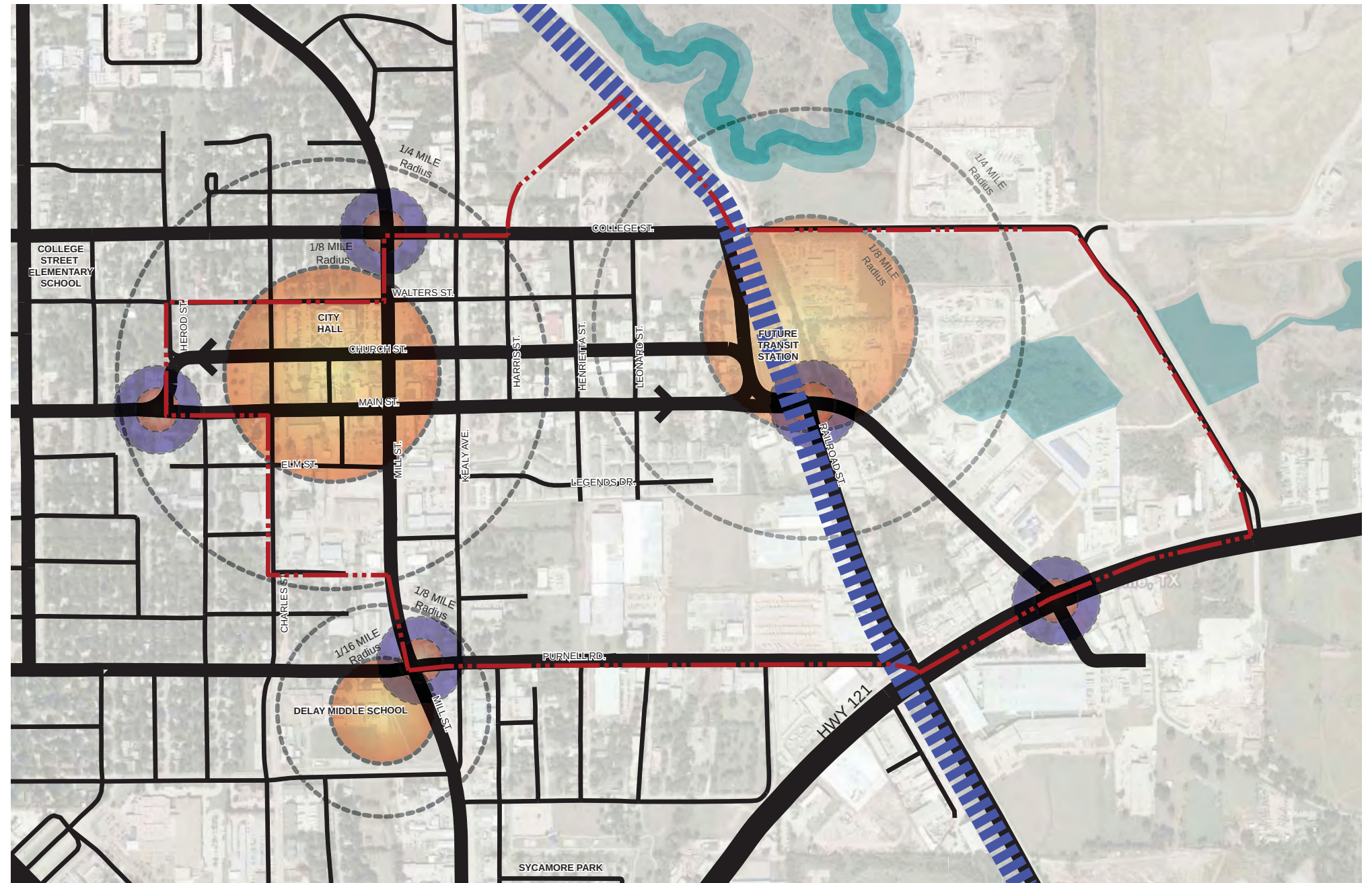
Analysis

Centers

Planners and designers generally agree that development within a five minute walking radius of a transit station will be occupied by more transit-dependent residents. This results in lower vehicle ownership numbers. To accommodate this non-standard market, a more intense development pattern is possible and desirable within the TOD boundaries. The normal five minute walking distance used for a development around a transit station was used for both Old Town and the Old Town Station. Their proximity will create a synergy between the centers; therefore, a five-minute walking radius (1/4 mile) is used on centers of activity in order to focus efforts in such a way that is mutually enhancing. Old Town should focus on reinforcing existing economic development efforts, while the center around the Old Town Station should focus on transit-compatible redevelopment opportunities.

Gateway and Entries

Five possible gateways into the study area were identified based on vehicular circulation and access. Mill Street and Purnell Street create a southern gateway entry, while Mill Street and College Street create a northern gateway. At the western couplet in Old Town, a gateway currently exists because of the unique collection of roads as Main Street intersects Church Street. East Main Street and the rail road reflects the point of arrival entry into the Old Town Station. The Highway 121 Business and East Main Street intersection creates the southeast gateway opportunity into the TOD.



Activity Centers and Gateways Diagram

Legend

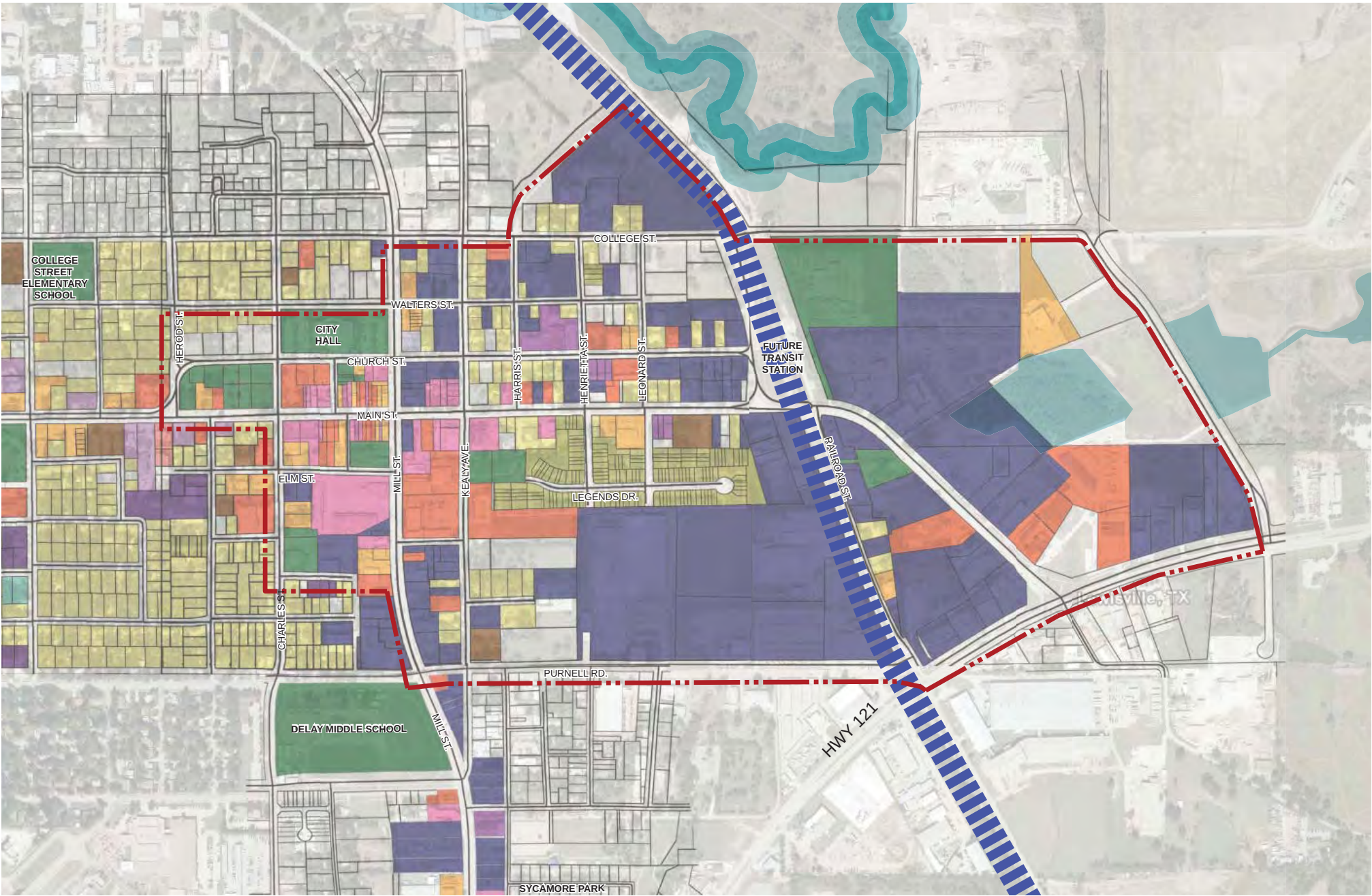
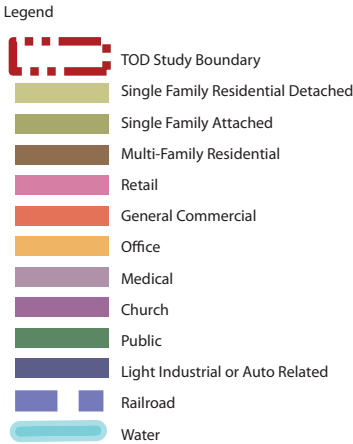
- TOD Study Boundary
- Energy Centers
- Potential Gateway
- Major Streets and Highways
- ▨ Railroad
- Water



Analysis

Existing Land Uses

The predominant land uses found along the rail corridor are typical of uses associated with freight, shipping, and warehousing goods. Industrial uses are more prevalent in the eastern portion of the study area. These large industrial parcels present the greatest opportunity for large infill and redevelopment projects. Large parcels are easily conducive to redevelopment, as they offer more flexibility for developers. The western portions of the study area include more residential and retail land uses. These typically have smaller blocks sizes and a denser street grid. Smaller scale development is more feasible as parcels are consolidated over time. Currently, some infill has started to occur, evident in the newer townhome development of Main Street Village, just south of Main Street, centered on Legends Drive. Infill and redevelopment should continue to extend the street grid pattern and connect neighborhoods.



Land Use Diagram



Analysis

Existing Views

The landscape within the study areas is diverse. In areas, large parcels with underutilized land uses follow major streets. An example is shown in images D and I of East Main Street. The current overall scale and massing is inappropriate to support the future TOD, and will likely transform with redevelopment. On-street parking, vehicular circulation, and pedestrian connections require significant improvements. Likewise wayfinding and signage would benefit from more clarity and hierarchy. In other areas, existing infrastructure and natural systems are heavily engineered and lack environmental sensitivity, as shown in image E. Existing residential areas with detached sidewalks and pedestrian scale streetscape environments are found within the project boundaries (image F) and should be enhanced. Signage and wayfinding elements also currently exists (image H) and should be enhanced to promote the identity and character of Lewisville. Storage and industrial uses are set back and lack a streetscape presence (images A and B). Older single family residences are a predominant use (image C) and do not address a pedestrian friendly streetscape (image G). Large surface parking areas at key intersections lack separation and definition for an urban scale and character (image J).



(A) Storage and industrial uses along major collector



(B) Industrial land uses along rail corridor



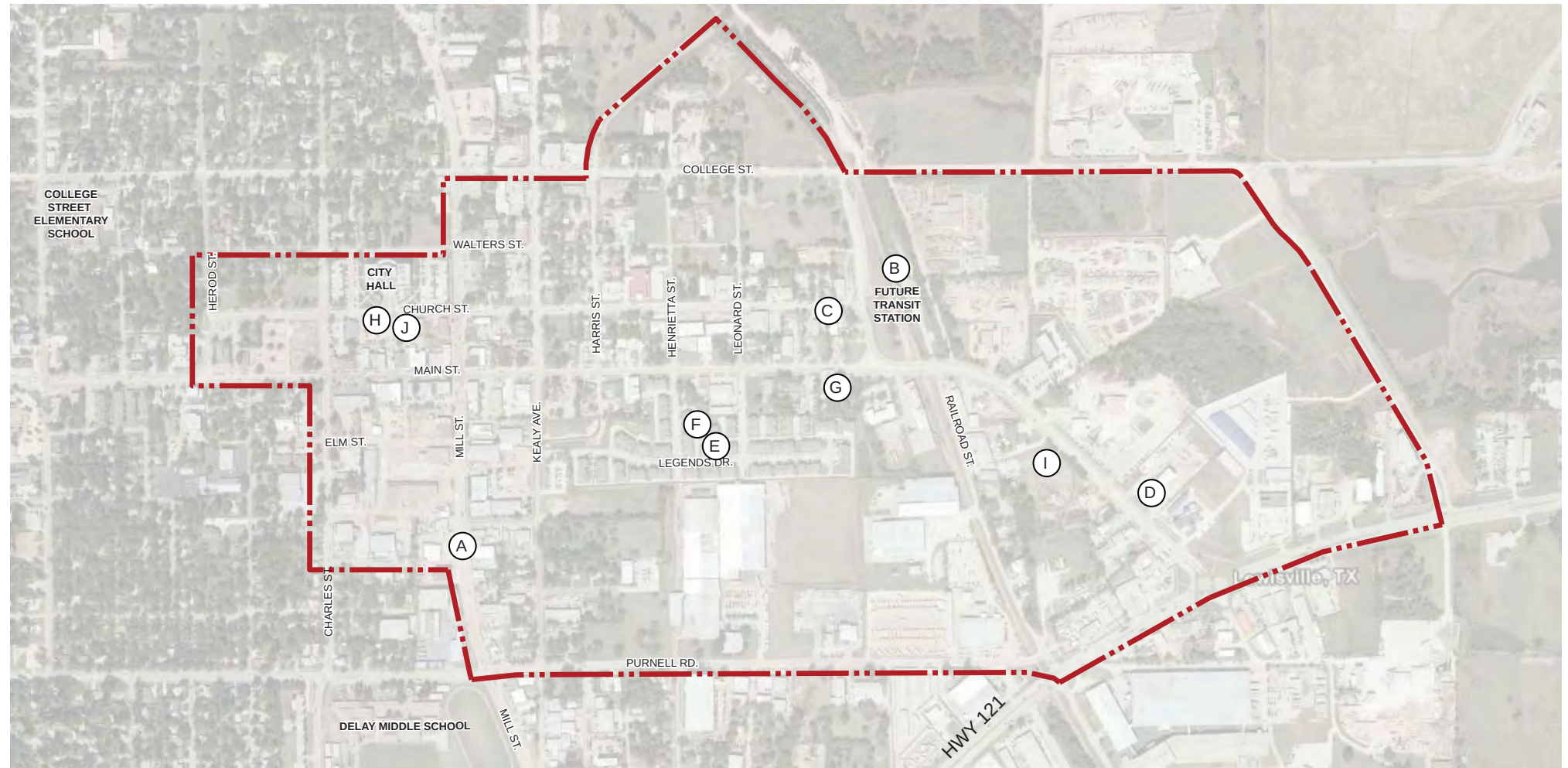
(C) Aged single family residential buildings along major streets



(D) Heavy industrial, apartments and office uses together at major intersection



(E) Drainage ditch at the back of new homes



(F) Existing new residential community



(G) Buildings back to streets



(H) Existing signage and wayfinding elements



(I) Medium industrial along major collector with poor sidewalk and parking

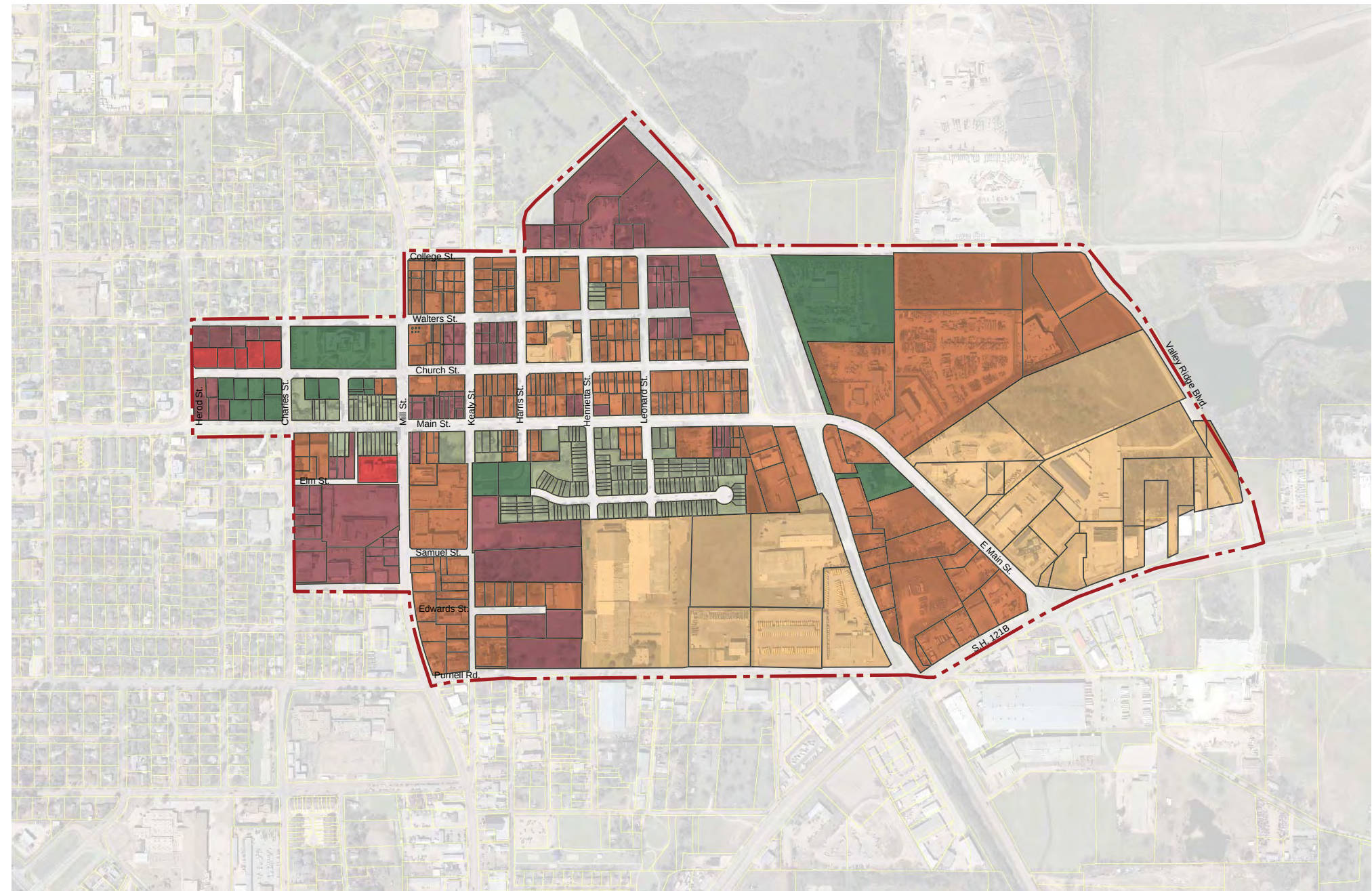
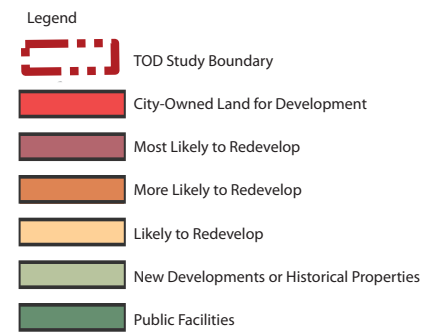


(J) Large surface parking lot along major road lacking separation from the pedestrian.

Analysis

Likelihood of Redevelopment

Based on City staff knowledge, analysis of current ownership, and confirmation through stakeholder meetings, a redevelopment opportunity map was established. This map reveals a possible baseline for potential phasing of future redevelopment and opportunities to consolidate parcels of land for more feasible project opportunities. The categories were determined first by locating public facilities and new development areas that would likely not redevelop during the horizon of this plan. Larger parcels of land were identified as “Likely to Redevelop”. The land uses, typically industrial become incompatible with long term redevelopment near the Old Town Station. The “More Likely to Redevelop” properties were identified based on proximity to the station and parcel-by-parcel analysis with owners and city staff. The “Most Likely to Redevelop” parcels were identified as greatly underutilized and the current interest for redevelopment opportunities identified by City staff and owners. The City-Owned properties present immediate opportunities for redevelopment.



Likelihood of Redevelopment Diagram



CHAPTER THREE

DEVELOPMENT
OF ALTERNATIVES



CITY OF LEWISVILLE OLD TOWN TRANSIT ORIENTED DEVELOPMENT

Community Outreach

Buy-in from key stakeholders and the community is important to the future success of the Old Town Station and surrounding Transit Oriented Development Master Plan. This buy-in started early in the process and became an integral part of the master plan. The charrette intended to establish consensus among all parties involved and built social capital around the project.

Charrette Stakeholder Process

To implement the TOD will require partnerships with the community, property owners, businesses, City of Lewisville, and other appropriate agencies and utility companies. The process was specifically developed to create successful outcomes, gain valuable input and build consensus among the public and stakeholder interest groups.

The charrette process allowed for public and stakeholder groups to be involved over the course of the five-day event, concluding with a public open house. Stakeholder meetings were concurrently conducted with the following groups:

- Departments of Economic Development, Engineering, and Community Development
- Parks Department
- Events Department

- Old Town Business Association
- Businesses Property Owners
- Residential Property Owners
- Denton County Transit Authority (Staff and Board)
- Texas Department of Transportation (TXDOT)
- Art Community
- Lewisville Planning and Zoning Commission and Parks Board
- Mill Street Corridor Business and Property Owners
- General Community Workshop

Each stakeholder meeting lasted approximately 75 minutes. A brief presentation was provided describing the projects and identifying “national best practices” for the TOD. The purpose of the presentation was to familiarize the stakeholder group with the project, identify the process and rules for the work session, and to help the group generate discussion points. After the presentation, discussion focused on the issues of the particular stakeholder group. For example, during the meeting with business owners on Main Street, conversations were focused on maintaining the vibrancy of Old Town and ensuring retail around the station does not draw away current customers. Simultaneously, while these meetings occurred, the team created design and planning concepts that could be tested against one another using comments received from the community.

Charrette Week Overview

At the charrette, ideas were developed that offered a balance between the needs of all interest groups. Planning concepts were tested against other proposed alternatives for consideration. Concepts for the TOD were communicated through plans, sections, details, sketches, and elevations. Loose hand graphics were used to create two TOD alternatives and communicate the proposed land uses, parks, open space systems, circulation systems, and street configurations. Street sections with the proposed character and environment were also developed.

At the charrette, all members of the team were involved in the process for quality assurance purposes and to ensure all applicable areas of planning and design were being considered for elements affecting the TOD.

Development of Alternatives

The two alternatives developed at the charrette proposed uniquely different concepts. The Employment District Alternative maintained some light industrial uses, while introducing office and other opportunities for employment. The surrounding area would redevelop with residential uses around the station. The concentration of retail uses near the station would support the planned employment. Live-work product types would reinforce the synergy planned between Old Town and the Old Town Station.

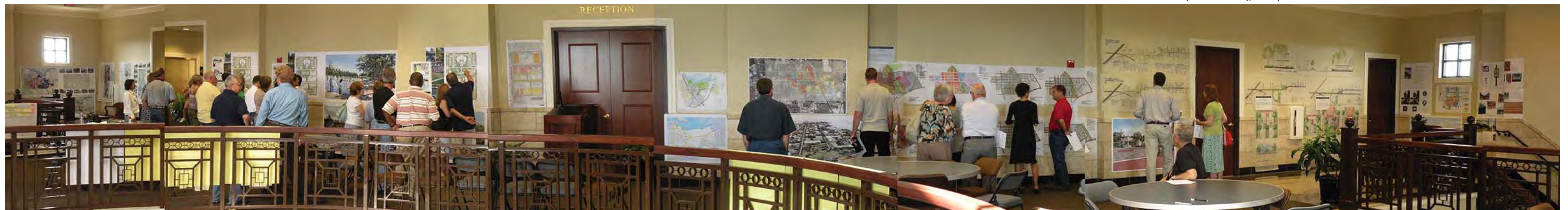
The Lifestyle Community Alternative introduced a residential neighborhood east of the Old Town Station, with higher densities and mix of uses around the Old Town Station and opportunities for entertainment and commercial uses to occur. Both alternatives ensured neighborhood commercial uses in Old Town.



Stakeholder Work Session



Participants Reviewing Concepts and Comments



Charrette Open House

Charrette Conclusion

At the end of the charrette process, the design team presented the findings of all the key stakeholder meetings, site inventory and analysis, and drawings created through the process at an Open House. This open house allowed key stakeholders and citizens to review the alternatives created during the charrette. The team explained the planning and design objectives and concepts while comments were gathered. The open house allowed the community another opportunity to bring forth comments and ideas before moving forward with the design process. The participants were asked to fill out a questionnaire during the open house. Results were used to determine support for the concepts.

CommunityCommentsGatheredonEmploymentDistrict Alternative

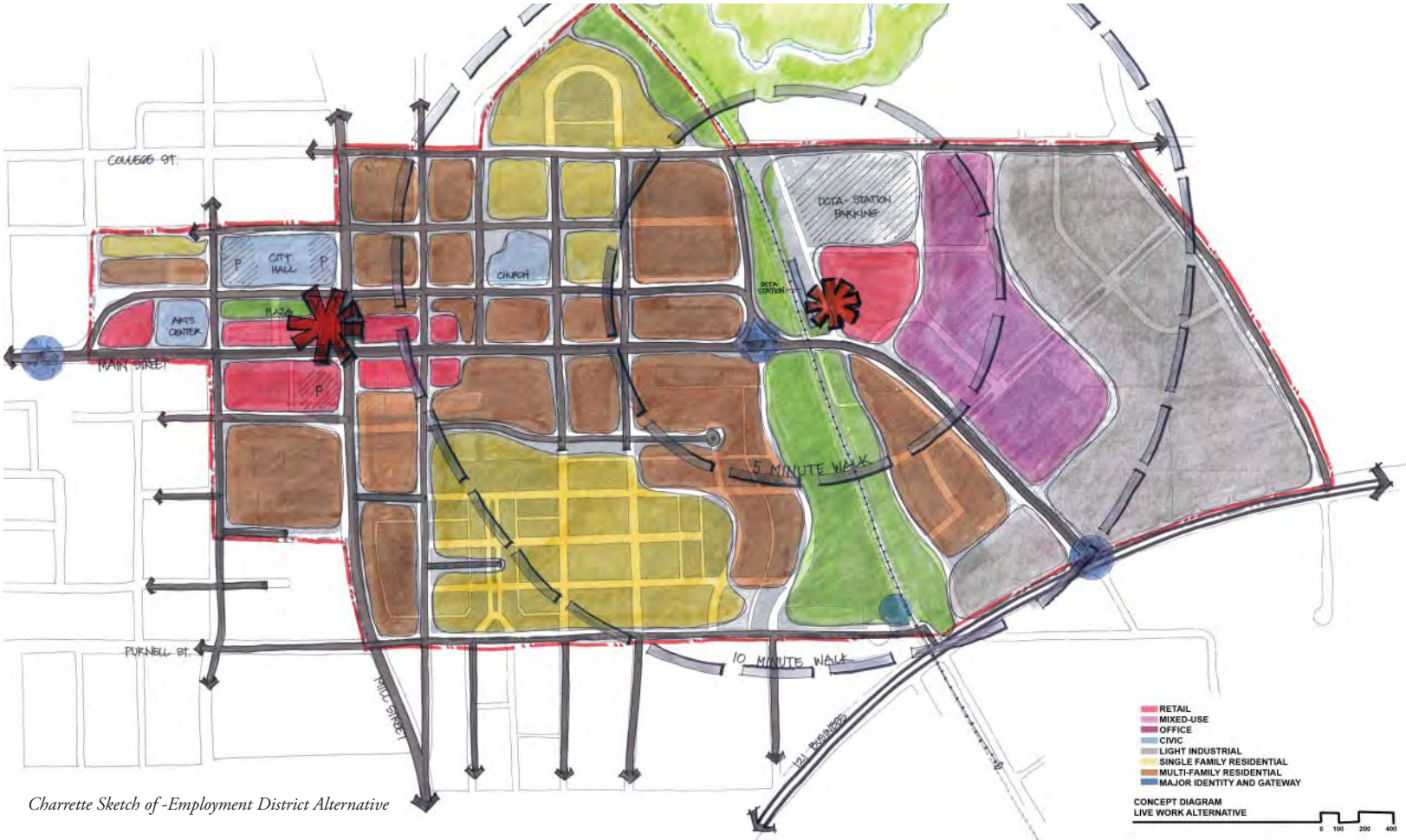
- The connection to transit (rail) should be #1 priority (once established).
- The infill lifestyle is wonderful, but will take too long to complete.
- Include more affordable housing scenarios and senior citizen housing.
- Multi-family residential located no more than 2 stories above retail which would be located on Main Street. More residential located away from Main Street.
- Keep industrial near landfill.
- No more apartments. More single family!
- Prefer a mixture of both roundabouts, specialty paver stones, and enhanced walkways/medians.
- Mixed use for young urban and empty nesters will be vital to high density retail.
- Like the park space.
- Make street pedestrian crossing over railroad.
- Remove roundabout.



Design Team Creating TOD Alternatives



Open House Display



Charrette Sketch of -Employment District Alternative

CommunityCommentsGatheredonLifestyleAlternative

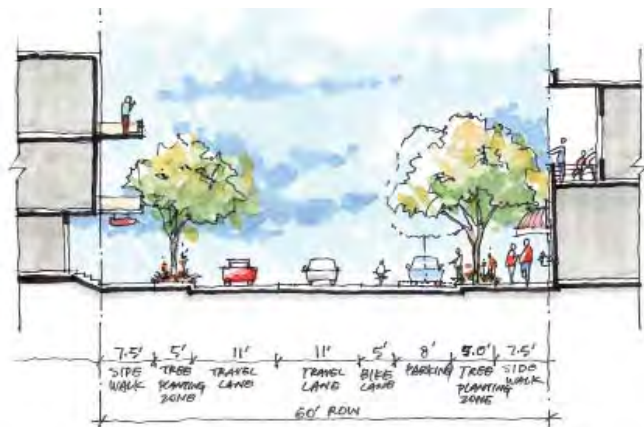
- Need to add gateway feature at Main Street and Highway 121 Business similar to Mill Street.
- Alternative allows more vision to the plaza concept.
- Offers more diversity. Would like to see more retail all along Main Street between rail station and City Hall.
- Need more parking!
- Maximizes the space around train station.
- Relocate light industrial.
- Get rid of all industry so that the area can attract more visitors.
- Seems like too much residential. Eliminate some residential near square and replace with mixed use.



Community Involvement at Open House



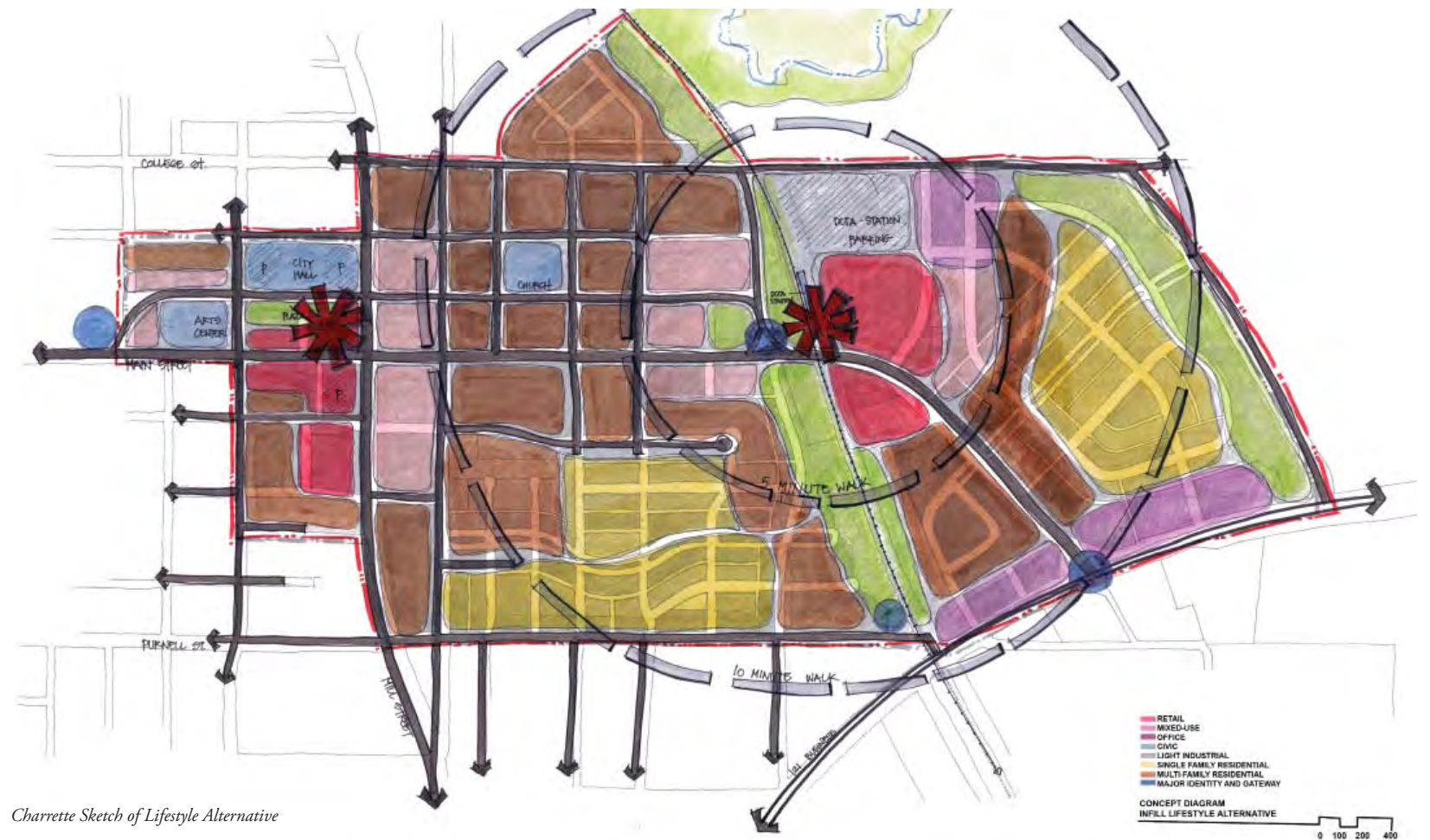
Open House Display



Church & Main Street Character



East Main Street Character



Charrette Sketch of Lifestyle Alternative

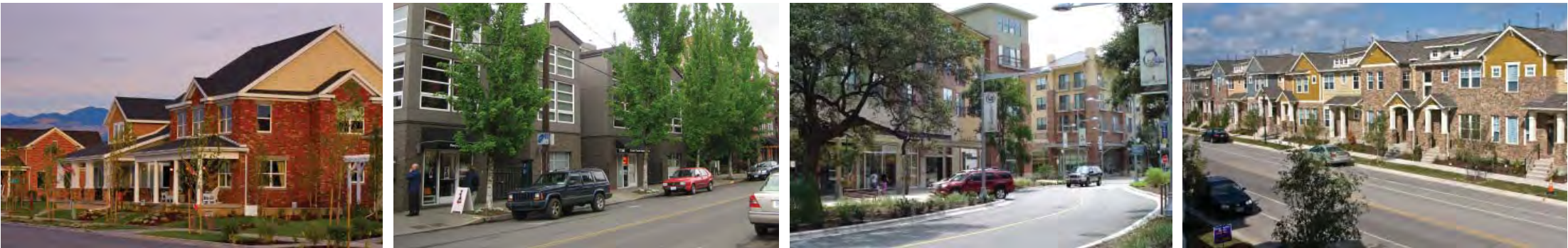
EmploymentDistrictAlternativeCharacter

After the open house, the Employment District Alternative was refined with consideration of comments from the community. The program and design characteristics were elaborated with imagery that illustrated the development character for the alternative.

Residential

A variety of residential unit types and ranging densities are intended for the employment base centered around the Old Town Station.

- Multi Family
- Single Family
- Increased Density
- Mixed Use Residential



Employment Center

Surrounding the Old Town Station, job-based uses such as offices are supported by limited retail. The district serves as a day time center for the surrounding commercial and residential uses.

- Hotel
- Job Services
- Restaurant - Fast Quality
- Retail Shops
- Athletic Club / Gyms
- Day Care



Parks and Open Space

Community and regional parks support the higher densities, while neighborhood scale parks service those areas with lower densities and single family residences.

- Large Central Spine & Community Park
- Neighborhood Parks

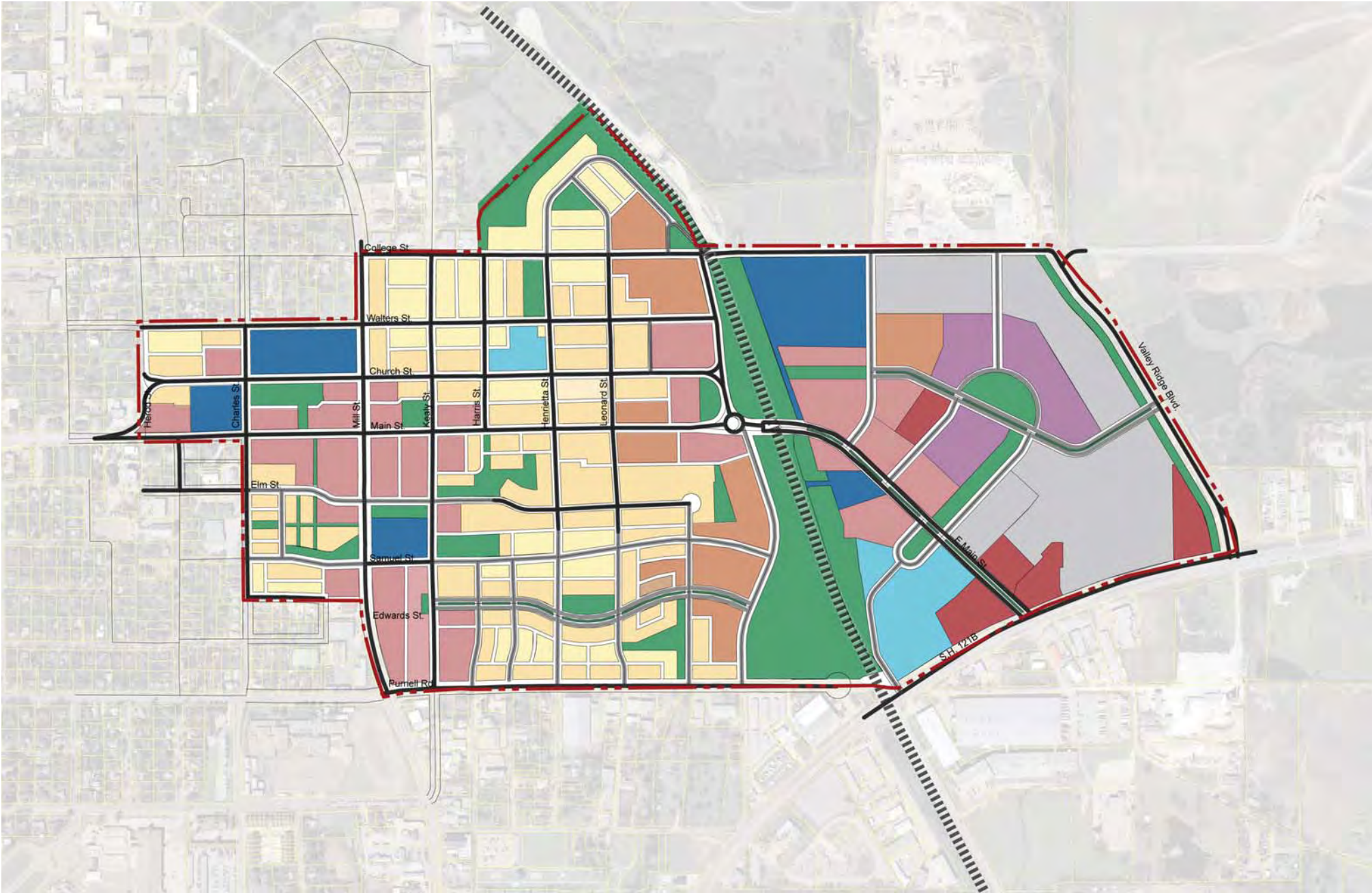
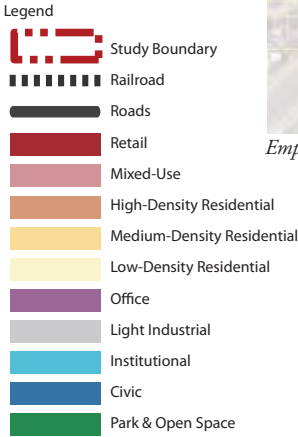


Employment District Alternative

Refinement of the employment alternative included a detail program of land uses by quantifying densities and diagramming the parks, open space, and transportation systems. This alternative slightly reduces the overall residential unit counts while increasing higher densities that support the larger quantity of jobs and commercial uses. The proposed unit counts meet the recommendations of absorption from the 2007 Economic and Financial Report (1,700 units). With the reduced unit count compared to the Lifestyle Community Alternative, parks and open space were also reduced and placed to support surrounding density and uses.

Proposed Residential Units	# of Units
High Density	564-846a
Medium Density	508-762
Low Density	141-254
Total	1213-1862
Proposed Commercial Acreage	Acreage
Mixed-Use	*
Retail	23.68
Office	20.34
Light Industrial	32.78
Total	76.80
Proposed Institutional Acreage	Acreage
Institutional	9.34
Proposed Civic Acreage	Acreage
Civic	18.08
Proposed Park & Open Space Acreage	Acreage
Parks and Open Space	50.75

*Mixed-Use areas were broken out within residential, retail, and office uses.



Employment District Land Use Plan

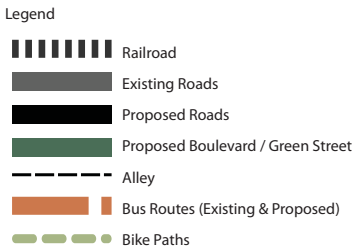


Employment District Land Use Alternative

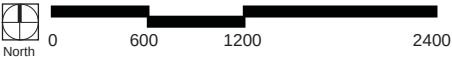
Circulation

Many of the key circulation components are found in this alternative as well as the Lifestyle Community Alternative. The southern portions of the study area takes advantage of the large industrial land for redevelopment but maintains walkability by connecting to the existing street grid in the surrounding area. Block sizes 200-350 feet in length create ideal pedestrian walkability. Green streets are intentionally placed to create pedestrian connections to parks and link landscaping to existing stormwater systems.

East of the Old Town Station, this alternative contains a more sparse network of roads to suit the office and light industrial uses proposed. This network creates efficient circulation and connectivity to the Old Town Station. Street placement closely considered existing parcel ownership.



Employment District Alternative Circulation Diagram



A well defined commercial streetscape uses street trees, landscaping, awnings, windows, and buildings.

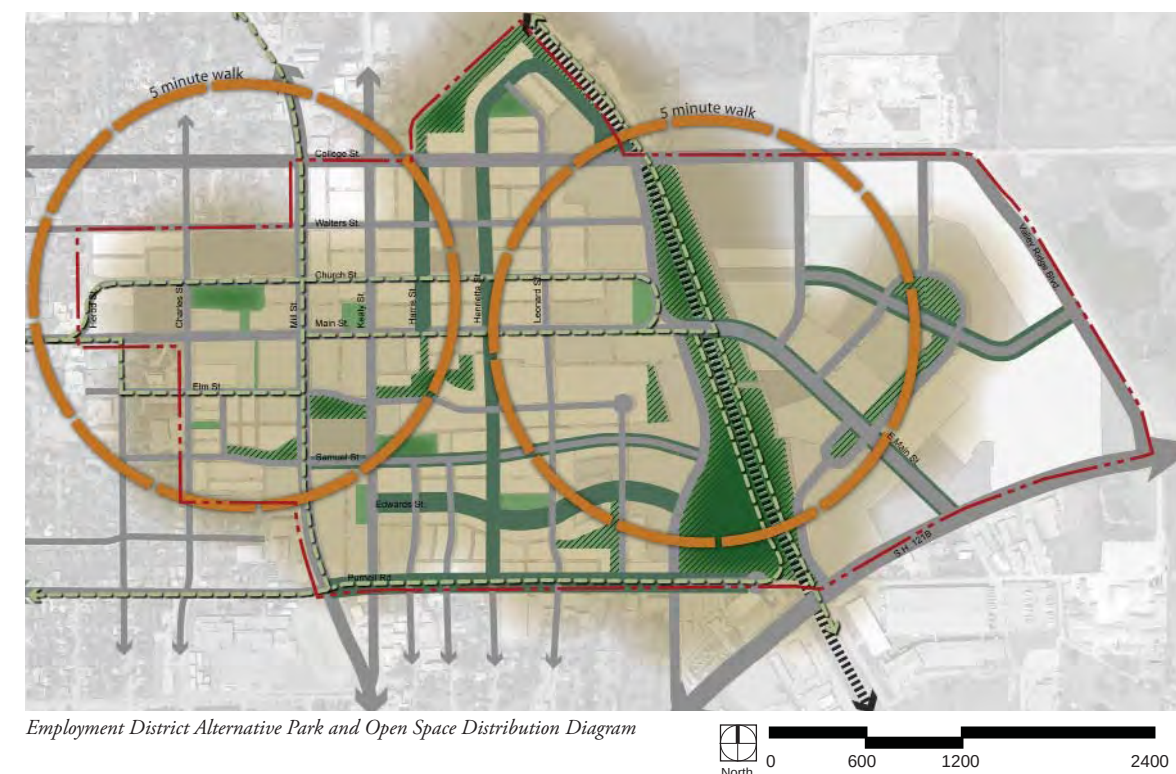
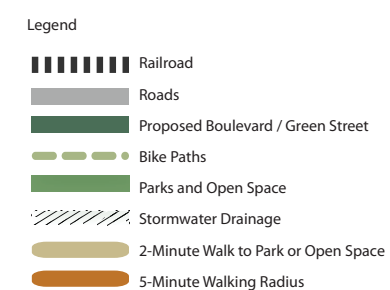


Larger buildings with a mix of uses are discretely buffered by large street trees.

Employment District Alternative

Parks and Open Space

The Employment District Alternative proposes greater densities surrounding the Old Town Station and along major thoroughfares compared to the Lifestyle Alternative. Therefore, the focus for parks is on the larger central green spine that is connected to the community by green streets. Smaller neighborhood parks are located closer to the areas with lower densities and detached units for single family residences. Parks are incorporated within the employment areas. Nature has proven to provide health benefits including stress reduction leading to higher corporate productivity and competitiveness. Extensive studies find that spending time in nature reduces stress. It is therefore important to provide access to, and opportunities for, green open space to all users.



Natural vegetation local to the area enhances the character of parks.



Play amenities for children can range in style and function.

Lifestyle Community Alternative Character

After the open house, the Lifestyle Community Alternative was refined with consideration of comments from the community. The program and design characteristics were elaborated with photo imagery that illustrated the development character for the alternatives.

Residential

The character of the residential areas reflects a traditional neighborhood scale and character.

- Single-Family
- Multi-Family
- Neighborhood Centers



Transit Retail Shopping

Retail uses surrounding the Old Town Station would create a destination for both daytime uses and night time activities. The character would be an active and vibrant entertainment center where people could live, shop, and play.

- Theatre
- Grocery
- Retail Shops
- Restaurants Sit-down



Parks and Open Space

Neighborhood parks are provided for recreational opportunities within all neighborhoods. A regional park acts as the central spine along the rail line providing park amenities and trails for the higher densities.

- Neighborhood Parks
- Regional Park Access



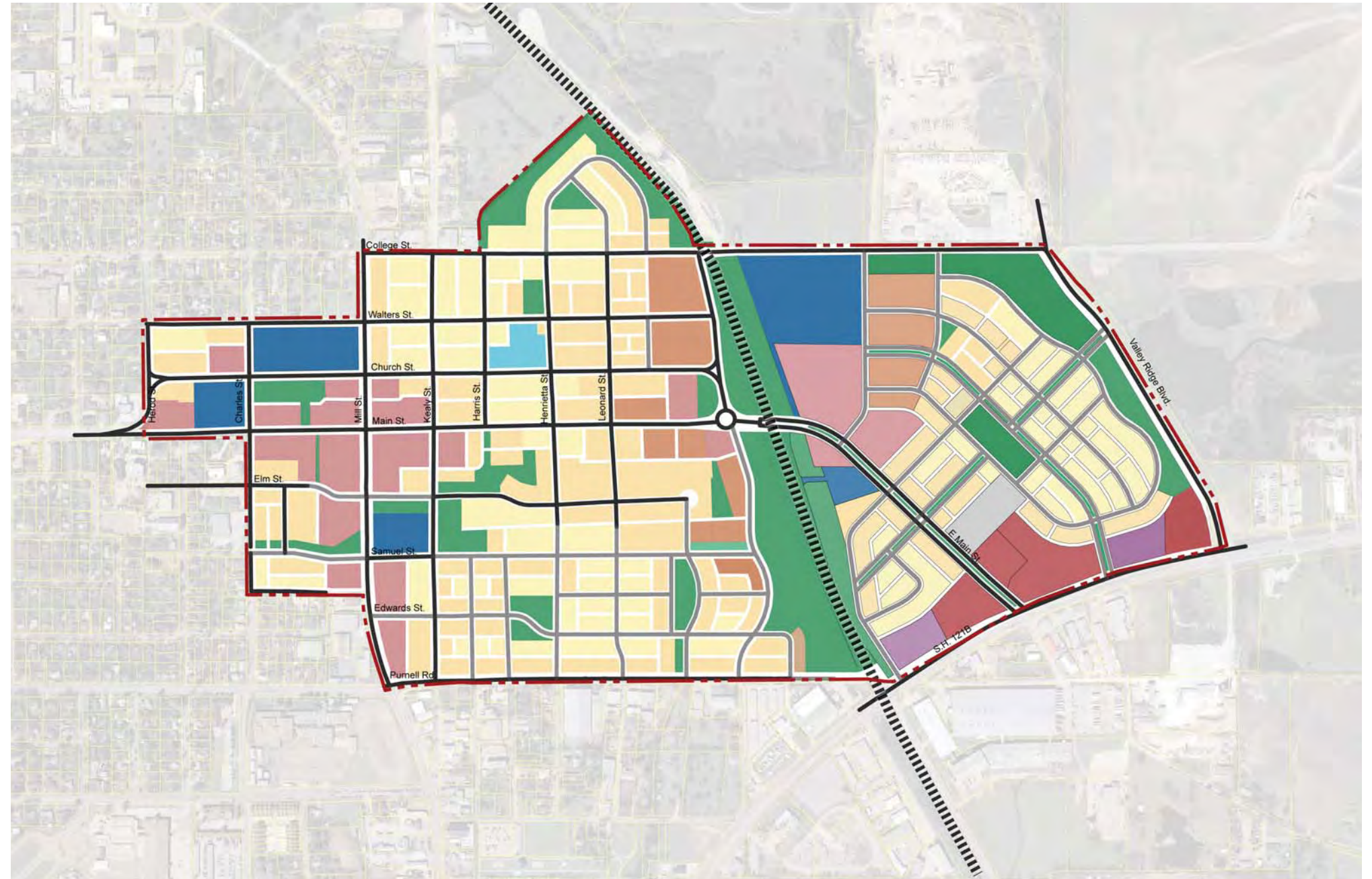
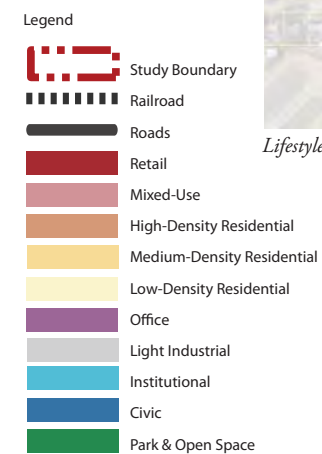
Lifestyle Community Alternative Land Use

The land use plan was quantified taking total acreage to determine unit counts and densities. This analysis for the alternative was compared to recommendations of the 2007 Economic and Financial Report that projected a total unit count of 1,700 units. With over 500,000 square feet of retail uses and additional supporting office and industrial uses between the TOD and Old Town, the ratios of this alternative support a lifestyle concept with standard acreage for a large regional center.

With an average household size of 2.58 for the city, new residential units could signify an increase in population of over 4,300. This alternative proposed over 50 acres of park and open space, surpassing the National Recreation and Parks Association (1990) guidelines for 6.25 - 10.5 acres per 1,000 population.

Proposed Residential Units	# of Units
High Density	405-608
Medium Density	617-924
Low Density	256-460
Total	1277-1993
Proposed Commercial Acreage	Acreage
Mixed-Use	*
Retail	13.39
Office	9.18
Light Industrial	2.58
Total	25.09
Proposed Institutional Acreage	Acreage
Institutional	1.68
Proposed Civic Acreage	Acreage
Civic	18.02
Proposed Park & Open Space Acreage	Acreage
Parks and Open Space	56.06

*Mixed-Use areas were broken out within residential, retail, and office uses.



Lifestyle Community Land Use Plan Alternative



Lifestyle Community Alternative

Circulation

The Lifestyle Community Alternative includes a well-connected street grid that accommodates multiple transportation modes and encourages mobility between the Old Town Station and Old Town. To link the two districts together, streets are extended to create a broader street grid network. Large blocks with long lots are broken up with new proposed streets to create a network of smaller blocks that is more pedestrian-scaled and walkable. A desired block size of 200-350 feet in length created for ease of pedestrian access and mobility. Along existing streets, the ROW's were upgraded to include more enhanced pedestrian improvements, bicycle facilities and storm-water filtration.

In the north central area, the plan primarily identified opportunities for updating the existing conditions of streets to new complete street standards. In the area east of the rail line, many new streets were created to lay the foundation for the development of a new residential district that is walkable to the Old Town Station. The southern portion of the plan introduces new streets that integrate it into the existing street network at a scale that supports the proposed residential and mixed-use developments. Green streets are placed at key locations to provide pedestrian connections to parks and linking landscaping and stormwater systems.

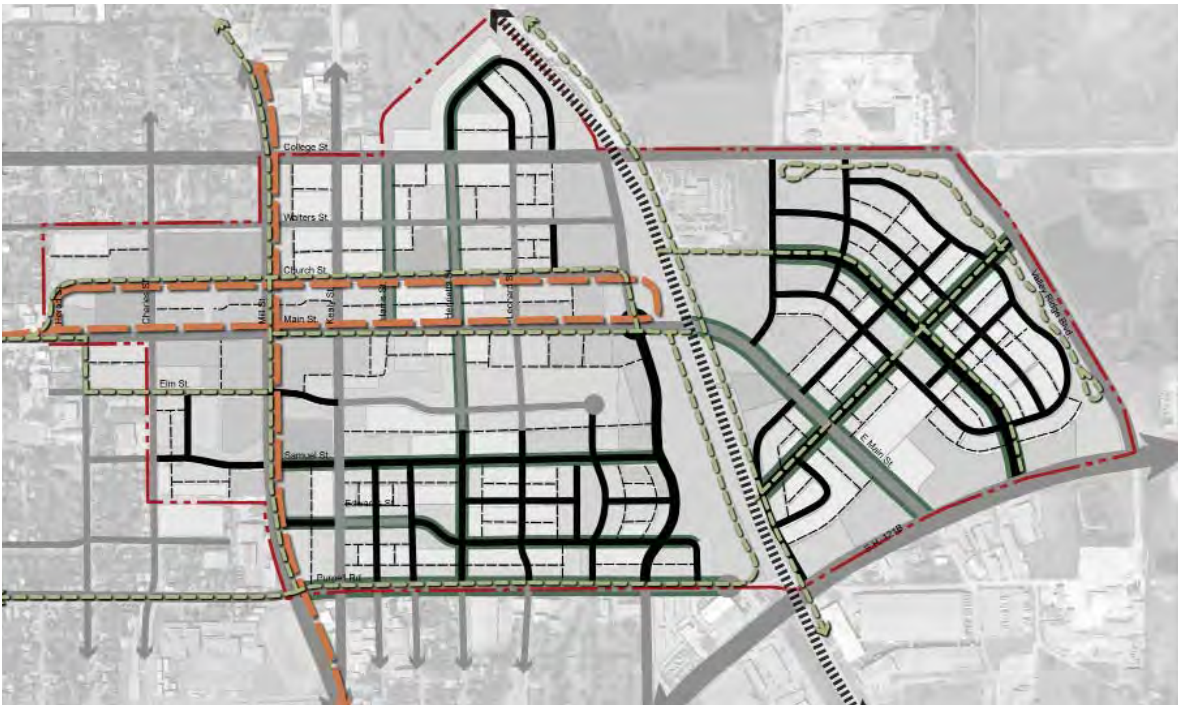


Street trees and seating amenities create a pedestrian friendly streetscape.

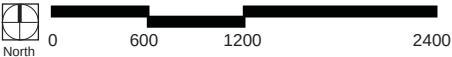


Street trees and on-street parking help enclose a space and enhance the street grid.

- Legend
- Railroad
 - Existing Roads
 - Proposed Roads
 - Proposed Boulevard / Green Street
 - Alley
 - Bus Routes (Existing & Proposed)
 - Bike Paths



Lifestyle Community Circulation Diagram



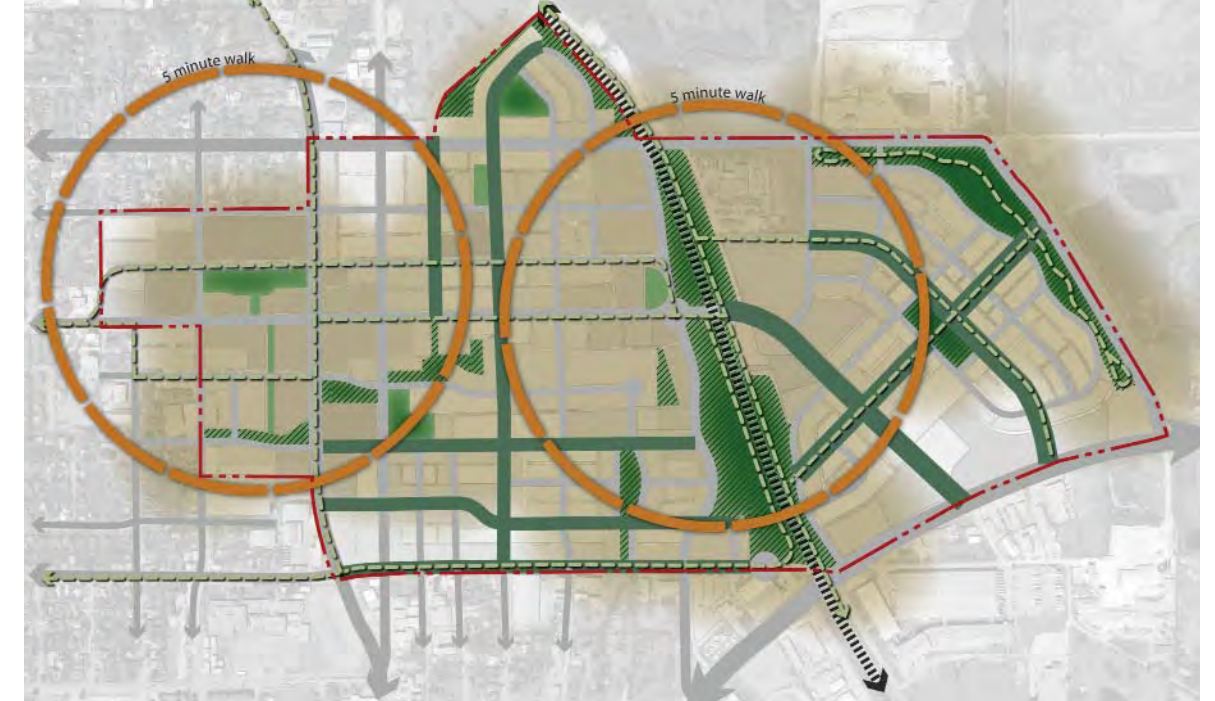
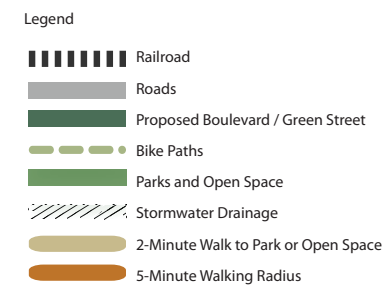
Lifestyle Community Land Use Alternative

Parks and Open Space

The Lifestyle Community Alternative incorporates multiple parks to provide accessible open space and recreational opportunities for all residents. Besides providing recreational and outdoor opportunities to residents, parks provide significant economic benefits or ‘hedonic value’. The greatest of these is derived from higher sales prices and property taxes resulting from willingness of people to pay more for homes near parks and natural areas. The resulting higher prices and taxes represent a direct immediate and ongoing economic return to the city. On average, properties adjacent to parks and open space experience a 10-15 percent increase in value. The Lifestyle Community Alternative proposes parks to be located within a two-minute walking distance for all residents. From the two main centers of Old Town and the Old Town Station, there are multiple parks within a five-minute walking distance. Based upon the proposed densities, neighborhood and community parks are distributed to service their immediate neighborhoods but are within close proximity to be readily accessible to all and increase the hedonic values across the project area.

The programming needs for parks vary by user type. Residential neighborhoods that are less dense are typically comprised of single-family homes on larger lots that will have larger households. This scale of development is best served by neighborhood parks that are smaller and tend to have one or two key programmatic functions in addition to passive recreation. In the plan, neighborhood parks are distributed across the study area so that they are within a two-minute walking distance for most people.

Residential neighborhoods with higher densities typically consist of attached housing units with smaller households. This scale of development is better served by community-based parks that are larger in size and have multiple active programmatic functions that cannot be provided in neighborhood parks. In the plan, similar to the higher density development, the community parks are located at Old Town Plaza and near the Old Town Station. These are within a five-minute walking distance for a majority of residents.



Lifestyle Community Alternative Park and Open Space Distribution Diagram



Unique programming of parks can include community farms and gardens.



CITY OF LEWISVILLE OLD TOWN TRANSIT ORIENTED DEVELOPMENT

CHAPTER FOUR

PREFERRED
ALTERNATIVE



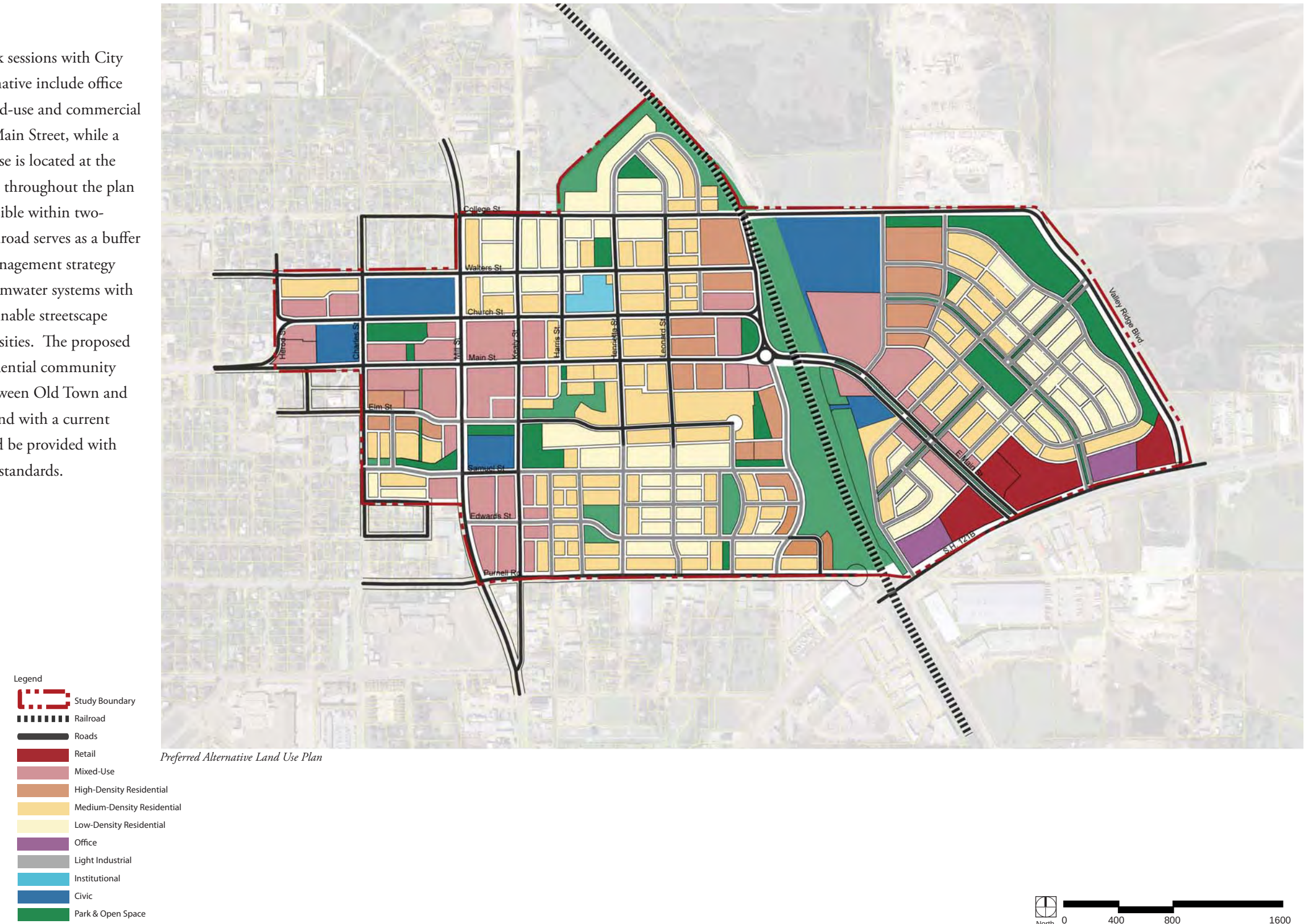
CITY OF LEWISVILLE OLD TOWN TRANSIT ORIENTED DEVELOPMENT

Preferred Alternative

The Preferred Alternative was defined through multiple work sessions with City staff and City Council. Key elements of the Preferred Alternative include office and retail uses that can support a level of job creation. Mixed-use and commercial uses are focused around the intersection of Mill Street and Main Street, while a smaller destination, food and beverage, and entertainment use is located at the Old Town Station. Diversity of housing types are integrated throughout the plan while ensuring that park and open space amenities are accessible within two-minutes of all units. A large central park spine along the railroad serves as a buffer and amenity, and ties directly to the regional stormwater management strategy and DCTA regional trail system. The integration of the stormwater systems with green space and streets creates a more environmentally sustainable streetscape environment. Alleys are used to buffer varying uses and densities. The proposed ratios of the Preferred Alternative would create a strong residential community and over 16 acres of retail land use that would be shared between Old Town and the Old Town Station. At the high end of proposed units, and with a current household size of 2.58, a population increase of 5,392 would be provided with sufficient park and open space as recommended by national standards.

Proposed Residential Units	# of Units
High Density	514-774
Medium Density	632-948
Low Density	207-372
Total	1352-2090
Proposed Commercial Acreage	Acreage
Mixed-Use	*
Retail	16.67
Office	10.91
Light Industrial	-
Total	27.59
Proposed Institutional Acreage	Acreage
Institutional	1.68
Proposed Civic Acreage	Acreage
Civic	18.02
Proposed Park & Open Space Acreage	Acreage
Parks and Open Space	52.90

*Mixed-Use areas were broken out within residential, retail, and office uses.

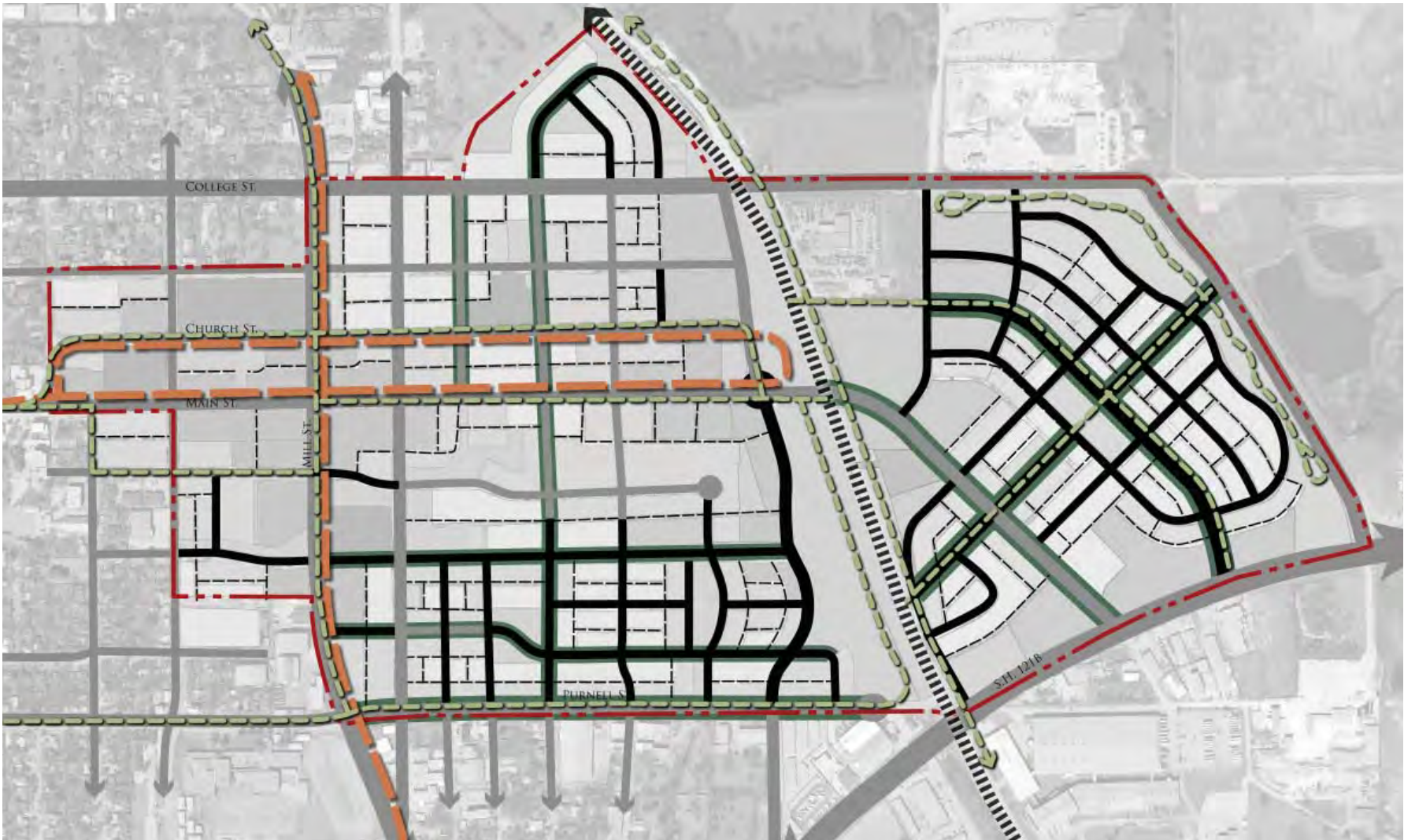


Preferred Alternative

Circulation

The Preferred Alternative devises a well-connected street grid that accommodates multiple transportation modes to ensure that mobility between Old Town and the Old Town Station are possible. To link the two districts together, existing streets were extended to create a broader street grid connecting the surrounding neighborhood fabric into a cohesive whole. Large blocks are broken up with new proposed streets to create a network of smaller blocks that are more pedestrian-scaled and walkable. A desired block size of 200-350 feet, and preferably not more than 400 feet creates a modest walking distance and allows pedestrians substantial freedom in choice of routes and mobility. It also is an effective way to reduce vehicle speeds as intersections prevents cars from building up speeds. An ideal developable block size length that allows for easy building placement is 350 feet. Along existing streets the ROW's were upgraded for more enhanced pedestrian improvements, bicycle facilities, and stormwater filtration.

Immediately east of the Old Town Station, a large block structure is maintained to provide large lots suited for office, employment, and mixed-use development around the station. The primary streets provide efficient circulation to the rail station and major thoroughfares. In the north central area, the plan updates existing conditions of streets to new complete street standards. The southern portion of the plan introduces new streets that integrate into the existing street network at a scale that supports the proposed residential and mixed-use developments. Green streets are placed at key locations to provide pedestrian connections to parks and link landscaping to stormwater systems.



Preferred Alternative Circulation Diagram

- Legend
- Railroad
 - Existing Roads
 - Proposed Roads
 - Proposed Boulevard / Green Street
 - Alley
 - Bus Routes (Existing & Proposed)
 - Bike Paths



Preferred Alternative

Parks and Open Space

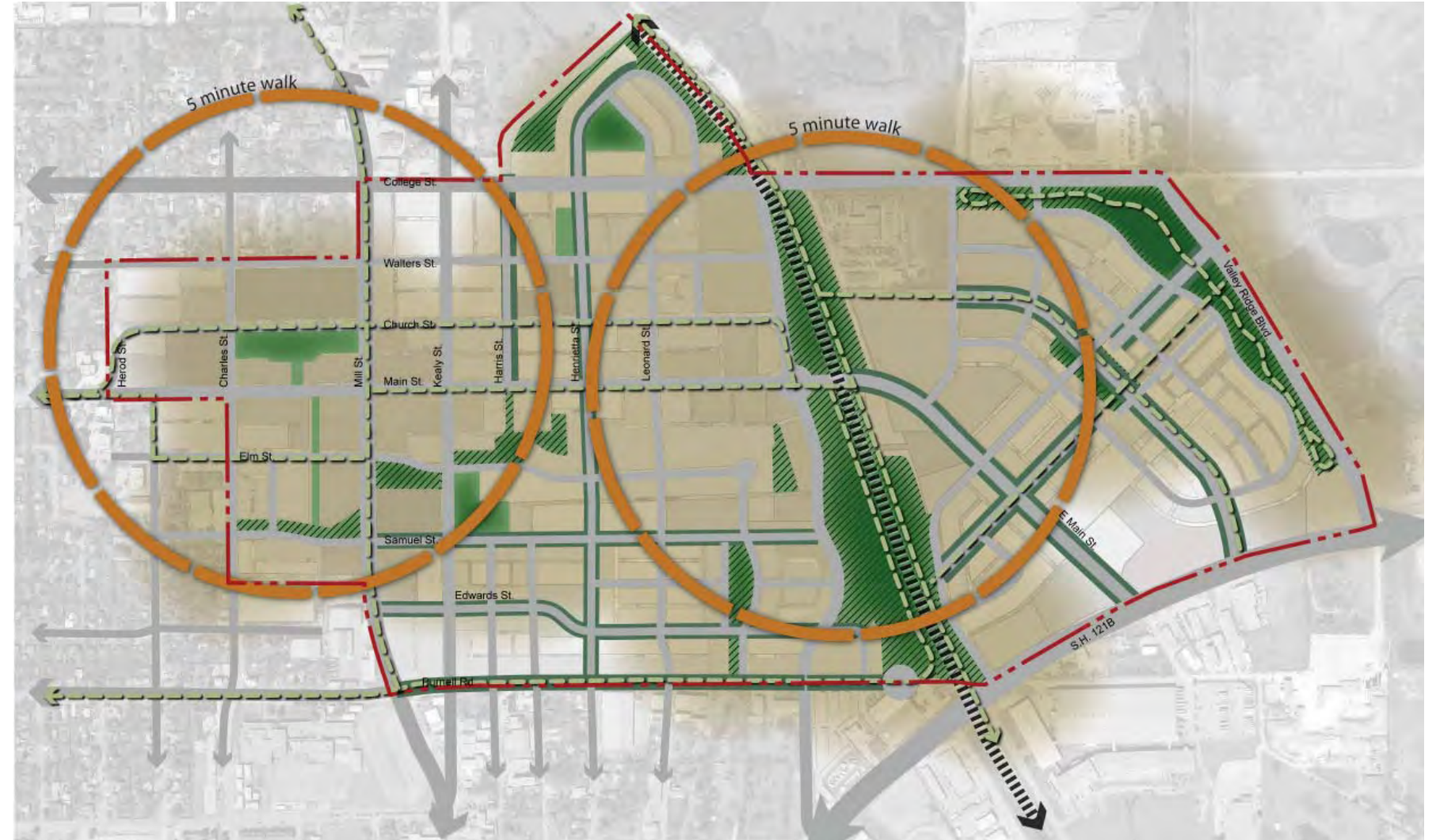
The Preferred Alternative incorporates multiple parks to provide open space and recreational opportunities that are accessible to all residents within a two-minute walk. Research has found that both children and adults with open space near their homes lowers levels of behavioral disorders, anxiety, and depression. The value of nature on a community's economic and physical health is immense. The hedonic value and economic growth around parks has been recognized for many years, with properties often experiencing a 20 percent increase in value. From the two main centers of Old Town and the Old Town Station, there are multiple parks within a five-minute walking distance.

Residential neighborhoods that are less dense and comprised of single-family homes will typically have larger households and will be better served by neighborhood parks that are smaller and tend to have one or two key programmatic functions in addition to passive recreation. For these reasons, Neighborhood Parks are placed primarily in areas with single-family development, while Community Parks are placed in proximity to higher density residential uses. Residential neighborhoods with higher densities with attached housing units and smaller households will be better served by community based parks that are larger in size and have multiple active programmatic functions.

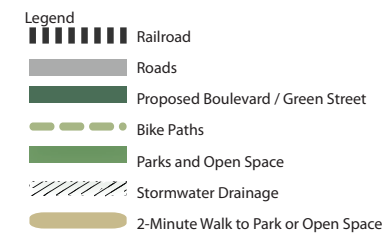
“A local park of suitable size, location, and character, and of which the proper public maintenance is reasonable assured, adds more to the value of the remaining land in the residential area which it serves than the value of the land withdrawn to create it” (Frederick Law Olmsted Jr. 1919).

Employment districts also benefit from the addition of parks and are known to reduce stress and increase productivity. Parks provide green space between developments and establish a district character and an amenity as incentive for development. The Preferred Alternative establishes green streets and a network of parks to provide green space for employment uses.

Stormwater drainage is mitigated within open space areas while still serving as an amenity and connecting to the larger regional system. The benefits of open space have direct impacts on water and air quality. Permeable surfaces allow water to filter through the soils and reduce impacts on storm drains. Greater tree canopies reduce effects of air pollution.



Preferred Alternative Parks and Open Space Diagram



Stormwater Approach

Bioretention

Bioretention is a land-based practice that uses the chemical, biological and physical properties of plants, microbes and soils to control both quality of water and the quantity of water within a landscape. Bioretention uses a simple model for run-off infiltration, filtration, storage, and for uptake by vegetation. This system is integrated to the Preferred Alternative to mitigate impacts of stormwater and drainage. The diagram below illustrates how bioretention captures and filters excess rainwater through soil. Once the soil is saturated, water begins to pool on the surface, and is either able to infiltrate back down into the natural soil overtime, or is drained away.



source: Nigel Dunnett

Control of Stormwater quantity

The main purpose of the water-sensitive landscape within the proposed parks and open space is to reduce or eliminate the amount of excess run-off leaving the property or site—in so doing, pollutants held within the water are also contained within that landscape. Terms often used to describe four strategies to control stormwater quantity are:

- Interception: the collection or capture of rainfall or run-off by plant leaves and stems, or soils, and the subsequent collection and pooling of that water in the bioretention feature.
- Infiltration: the downward movement of water

- through soil—this is one of the main functions of a bioretention feature.
- Evaporation: evaporation of water back into the atmosphere from plant and soil surfaces, and from pooled water. (Bioretention features aim for shallow pooling of water to encourage maximum evaporation.)
- Transpiration: the evaporation through leaves of water that is taken up by the plants is transpired back to the atmosphere.

Landscape Swales

Landscape swales are vegetated channels and linear depressions that can be integrated within streetscapes and development areas. Swales temporarily store and move run-off water, reducing total run-off and flow rate from small to moderate storms. They have some pollutant filtering capacity. Swales are shallow, long, low depressions in the ground that are designed to collect and move stormwater run-off. As well as being a means of transporting water, one of their main functions is to allow water to infiltrate into the ground and to enable pollutants to settle and filter out. The aim is for them not to be permanently full of water, but to encourage accumulation of rainfall during storms and to hold it for a few hours or days while it infiltrates down into the soil, and /or is transported further to a detention pond or basin. Diverse planting of shrubs, trees, perennials and wildflower meadows along their edges allows evaporation of water from swales, and the swale also provides irrigation for the plants.

Vegetated swales have the primary function of promoting infiltration and can be richly planted with trees, shrubs, and perennial plants. Grassy swales are better suited where water flow needs to be encouraged. In both types of swale native grasses and wildflowers are recommended. Swales should be designed not to require mowing. Where mowing is essential, it should not be done more than once a year—a natural

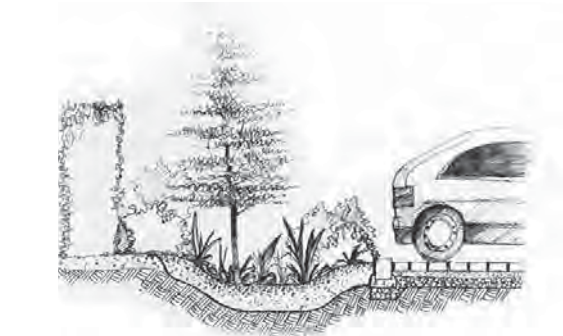
looking swale is no less effective than one that is manicured. Maintenance may be required to remove litter and debris in a public setting. Swales vegetated with meadow-like mixture of native grasses and flowering plants showed to retain up to 40% of the water that flows through them, whereas identical swales vegetated with short turf grasses only retained an average of 20% of flow. Similarity, pollutant capture is also increased in swales with native vegetation removing upwards of 80% of the solids in water compared to 70% in turf grass swales.

Street Swales

Street swales are small-scale landscaped swales designed to take run-off water from the street. They provide great benefit to filter contaminants that collect on streets from vehicular traffic and have been integrated within proposed streetscapes.

Parking Swales

Most parking lots divide parking rows with raised curbed islands, often containing trees. These can be replaced by a depressed planted swales allowing water from large paved parking areas to flow into the swales. Vegetation in the swales then filters contaminants from paved areas. Trenches lined with limestone chippings can also be used to trap any oil and other leaked fluids before the water enters the swale. Similarly, parking swales can be installed alongside domestic driveways and parking areas in front of gardens and yards.



source: Nigel Dunnett



Bulb-outs are designed with rain gardens and bioswales to filter contaminants from the street.



Rain gardens along a commercial street reduce stormwater flows to municipal systems and enhance the streetscape.



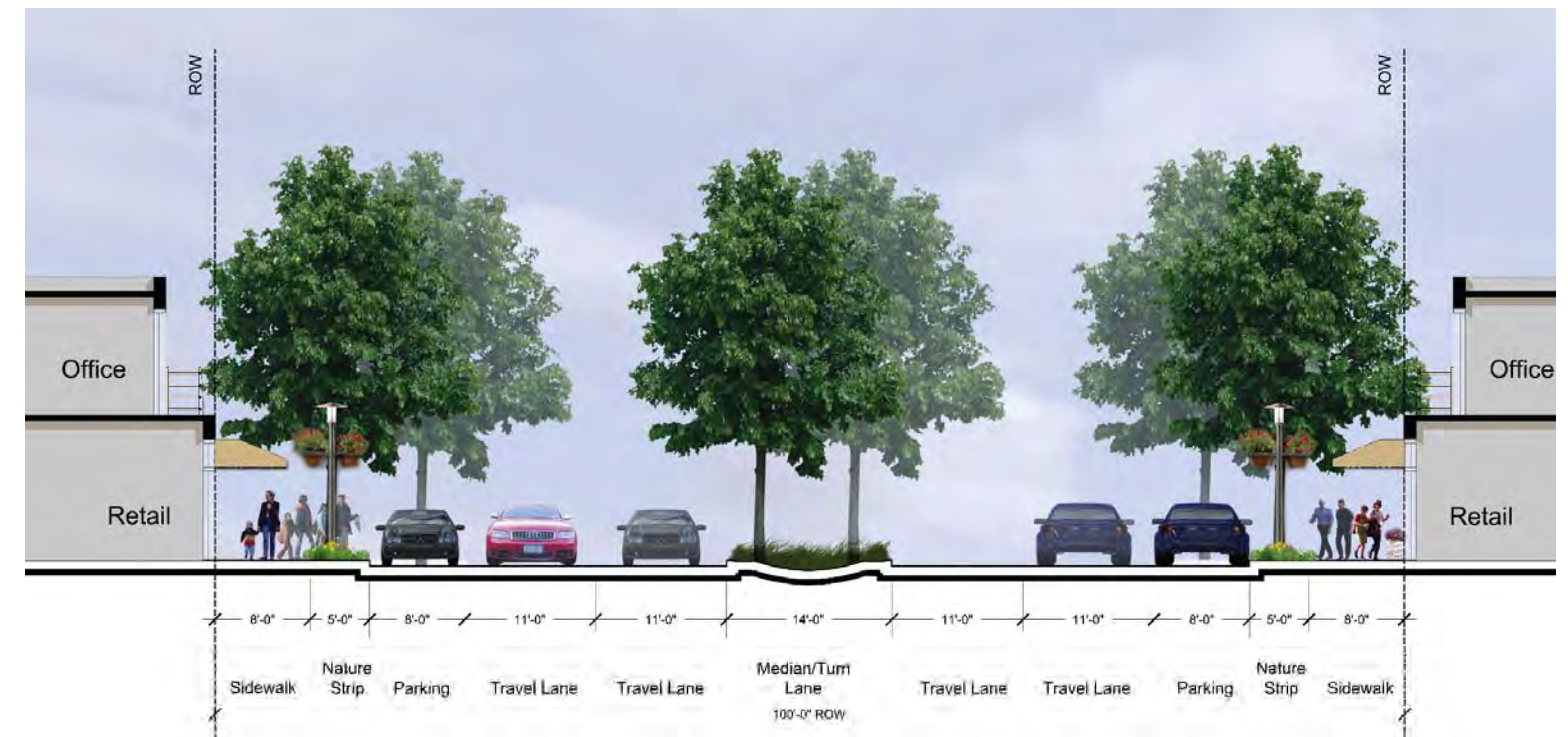
Bioswales in residential bulb-outs become an extension of the front yard amenity.

Streetscape Character

The following streetscape cross sections illustrate the intended character of the streets in order to establish a cohesive identity for the study area. These sections identify proper dimensions for travel lanes, nature strips, and sidewalks for a pedestrian-friendly environment. For a street to draw large numbers of pedestrians to walk a street, people must live within walking distance, and highly attractive destinations must draw people from one area to the other. Consequently, as pedestrian activity increases it is crucial that the environment is comfortable, safe, and at a human scale. That is, the streetscape does not make the pedestrian feel insignificant or over expose them.

East Main Street / FM 1171

East Main Street / FM 1171 has a 100' ROW organized as a two-way street with a planted median that transitions to a turn lane. Each direction has two travel lanes and one parking lane. The 14'-0" median has low plantings and street trees in the center. The pedestrian environment is organized with an 8'-0" sidewalk and a 5'-0" nature strip. Street trees should be planted in all nature strips and bulb-outs at 25'-45' on center. The pedestrian zone is characterized by canopies at retail frontage, planter pots, pedestrian lighting with hanging baskets, low planting, and street trees buildings should preferably be two or more stories to create a pedestrian scale.



East Main Street / FM 1171 Streetscape Cross Section



Medians with vegetation separate and define the drive lanes.

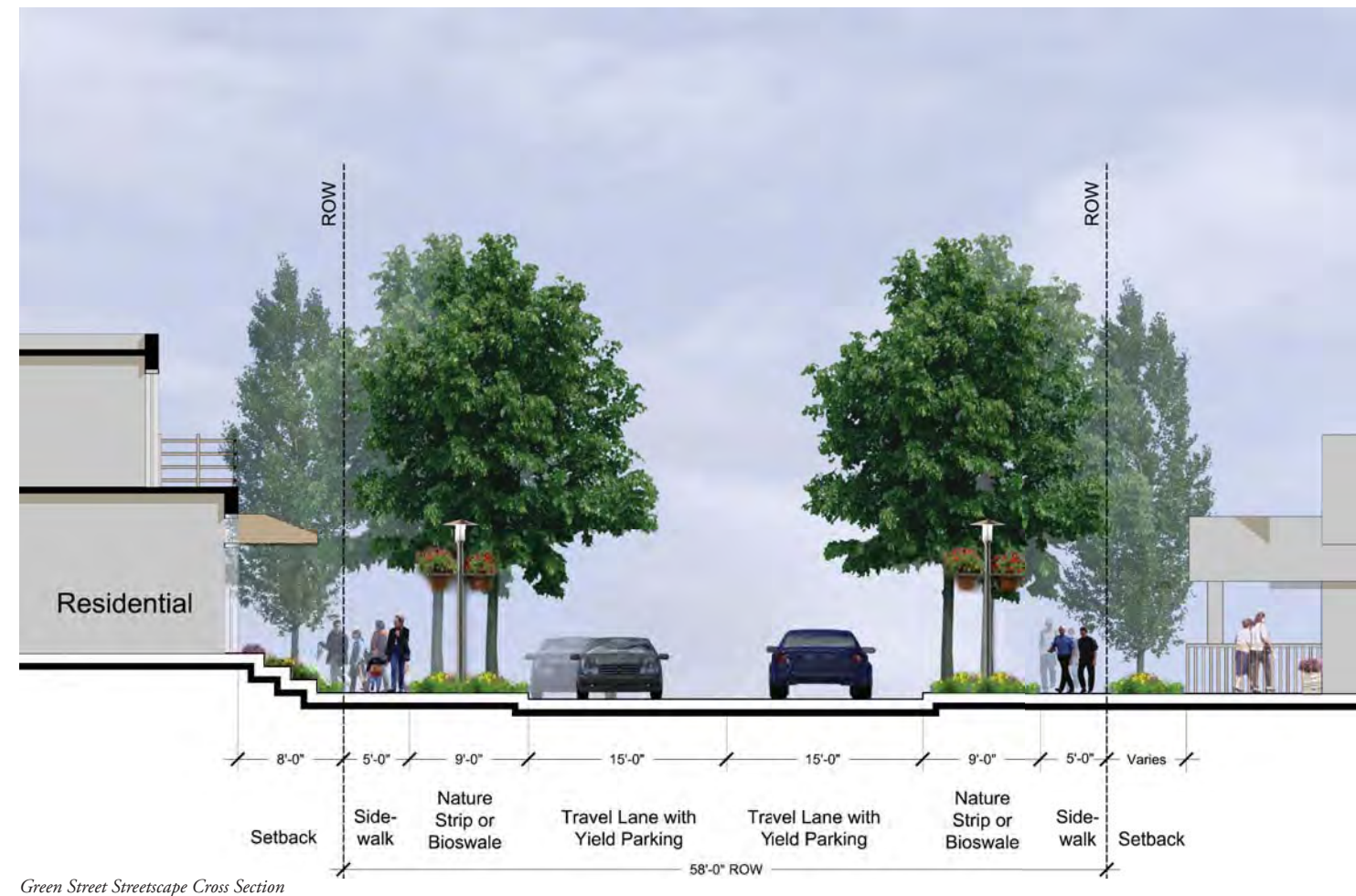


Commercial streets are enhanced by street trees and vegetation.

Streetscape Character

Green Street

A prototype Green Street has a 58'-0" ROW organized as a two-way street. Each direction has one travel lane with yield parking. Yield parking allows ultimate flexibility without specific stripped travel lanes. On-coming vehicles are required to yield to allow through traffic around on-street parking. The pedestrian environment is organized with a 5'-0" sidewalk and a 9'-0" nature strip that can also function as a bioswale. These streets follow existing stormsewer lines that can be integrated with bioswales, or they link parks with a sustainable water detention facility. Bioswales and rain gardens should be designed to not allow standing water for more than 36 hours to avoid mosquito issues. Street trees should be planted in all nature strips and bulb-outs at 25'-45' on center. The pedestrian zone should be enhanced along the intersections of Main Street and Church Street by pedestrian scale lighting, hanging baskets, low planting and street trees. Units are close to the street for community engagement and to enhance the human scale of the streetscape.



Nature strips are transformed into bioswales.

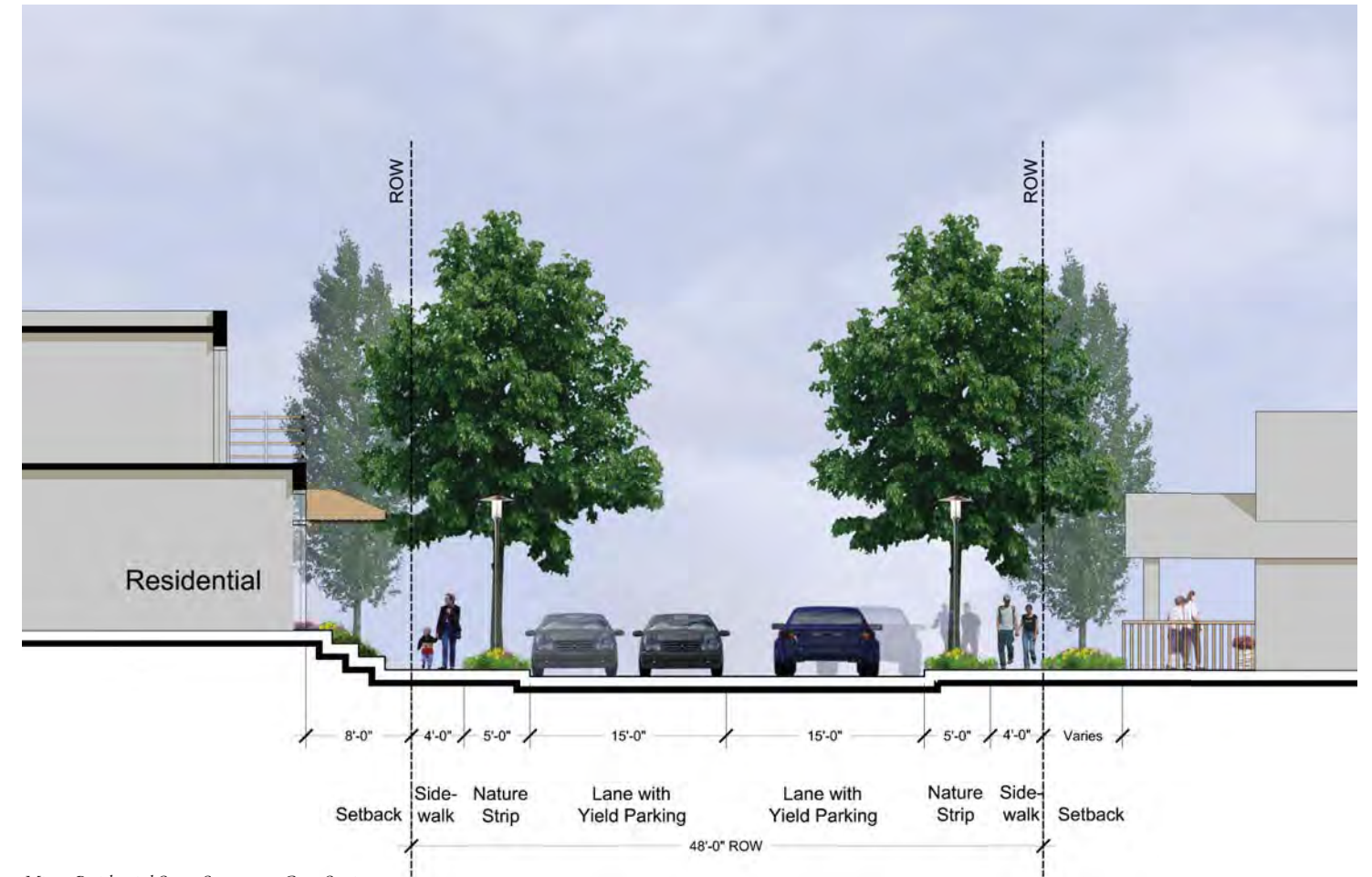


Bulb-outs are designed with bioswales to filter contaminants from the street.

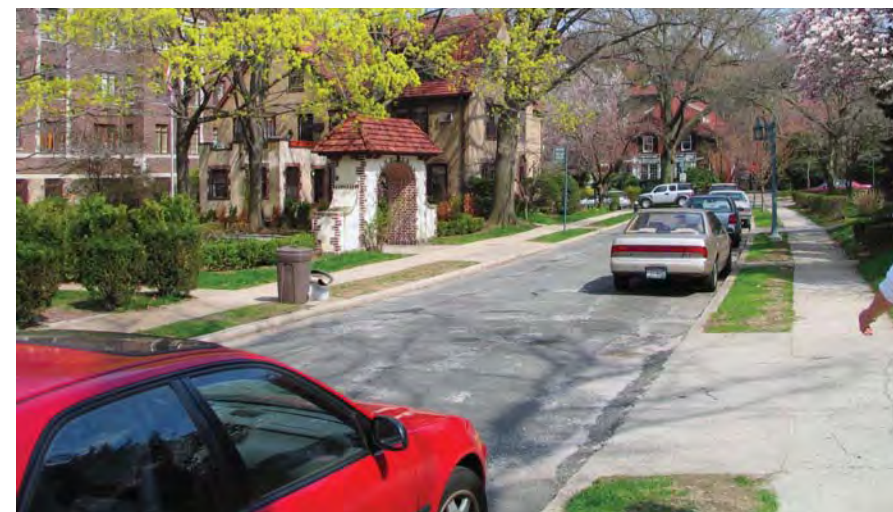
Streetscape Character

Minor Residential Street

A prototype Minor Residential Street has a 48'-0" ROW organized as a two-way street. Each direction has one travel lane with yield parking. Parking occurs naturally and requires through traffic to yield. The pedestrian environments include a 4'-0" sidewalk and a 5'-0" nature strip. Street trees should be planted in all nature strips and bulb-outs at 25'-45' on center. The pedestrian zone is characterized by pedestrian lighting, low planting and street trees. The narrow street and yield parking functions to slow traffic for increased safety in residential neighborhoods.



Minor Residential Street Streetscape Cross Section



Historic neighborhoods also have minor residential street characteristics.



Residential streets are purposely tight in scale.

Streetscape Character

Purnell Street

Purnell Street has a 80'-0" ROW organized as a two-way street. Upgrading this street to a collector is important to the TOD to ensure circulation and access functionality by vehicles and bicyclist who may commute to and from the station. Each direction has one travel lane and a parking lane. A bike lane is added between the travel and parking lanes on one side of the street as part of the bicycle circulation system. The pedestrian environment includes a 6'-0" sidewalk and a 10'-0" nature strip. Street trees shall be planted in all nature strips and bulb-outs at 25'-45' on center. The pedestrian zone is characterized by pedestrian scale lighting, hanging baskets, low plantings and street trees.



Purnell Street Streetscape Cross Section



Residential units front a neighborhood park.

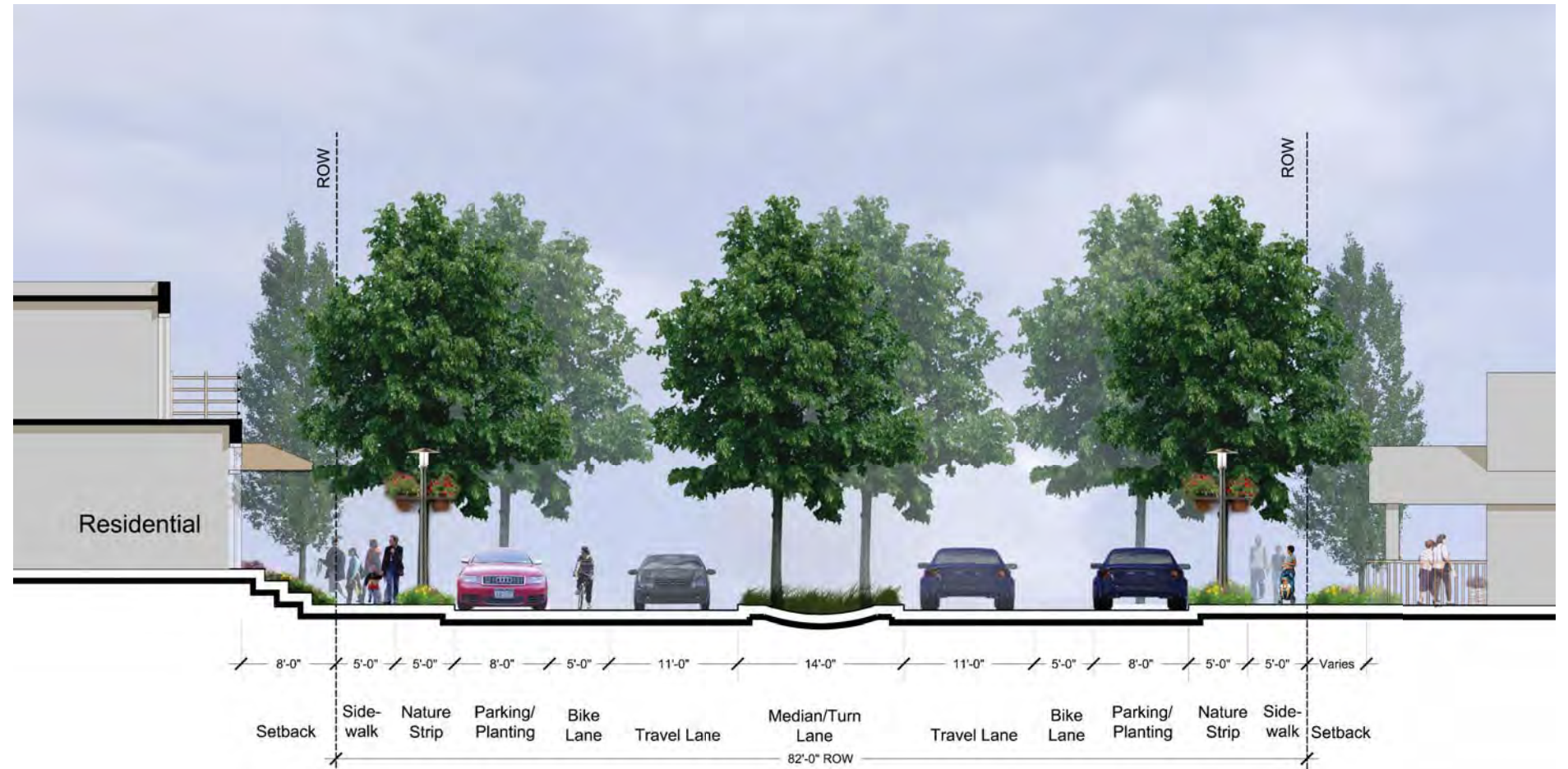


Collector streets with bicycle lanes help to create transportation alternatives.

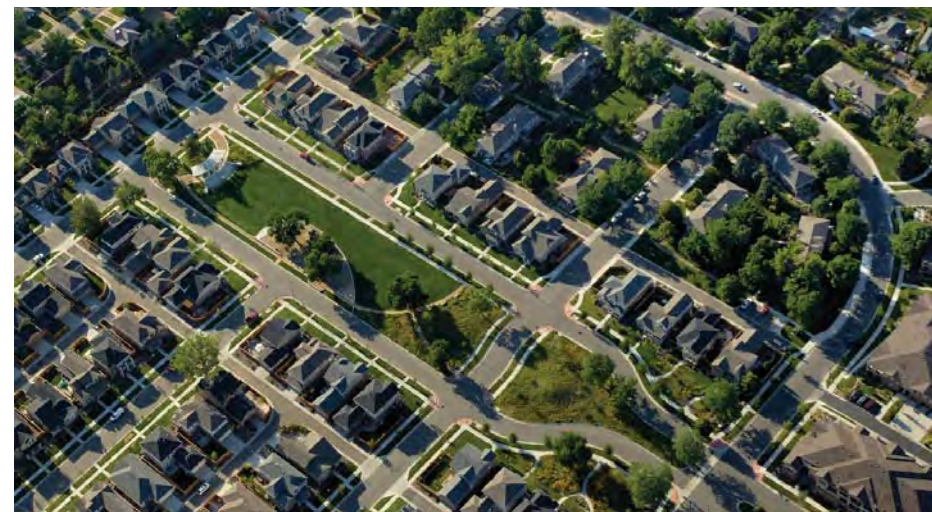
Streetscape Character

Residential Boulevard

A prototypical Residential Boulevard has a 82'-0" ROW organized as a two-way street with a median and/or turn lane. Each way has one travel lane and a parking/planting lane where bulb-outs provide safe pedestrian crossings and define parallel parking. A bike lane is added between the travel and parking lanes on both side of the street. The 14'-0" median has low planting and street trees in the center and provides turn lane opportunities. The pedestrian environment includes a 5'-0" sidewalk and a 5'-0" nature strip. Street trees shall be planted in all nature strips and bulb-outs at 25'-45' on center. The pedestrian environment is characterized by pedestrian scale lighting, hanging baskets, low planting and street trees along the nature strip.



Residential Boulevard Street Streetscape Cross Section



Boulevards and parks should be connected with one another.



Homes sit proud on a boulevard.

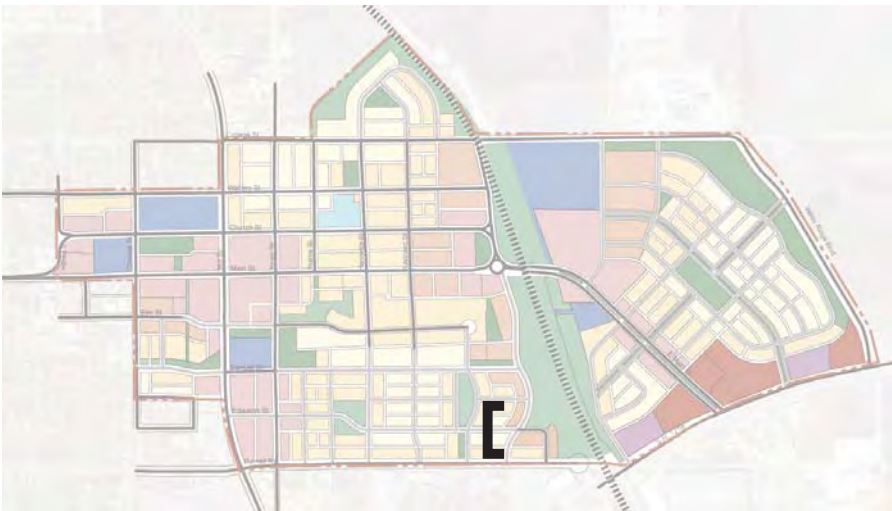
Streetscape Character

Typical Street

A Typical Street has a 60'-0" ROW organized as a two-way street. Each way has one travel lane and a parking lane. The pedestrian environments include a 6'-0" sidewalk and a 5'-0" nature strip. Street trees shall be planted in all nature strips at 25'-45' on center. Bulb-outs can be used to define the parallel parking areas and enhance the pedestrian crossings. Street trees and units close to the street enclose the streetscape for a more pedestrian scale neighborhood street.



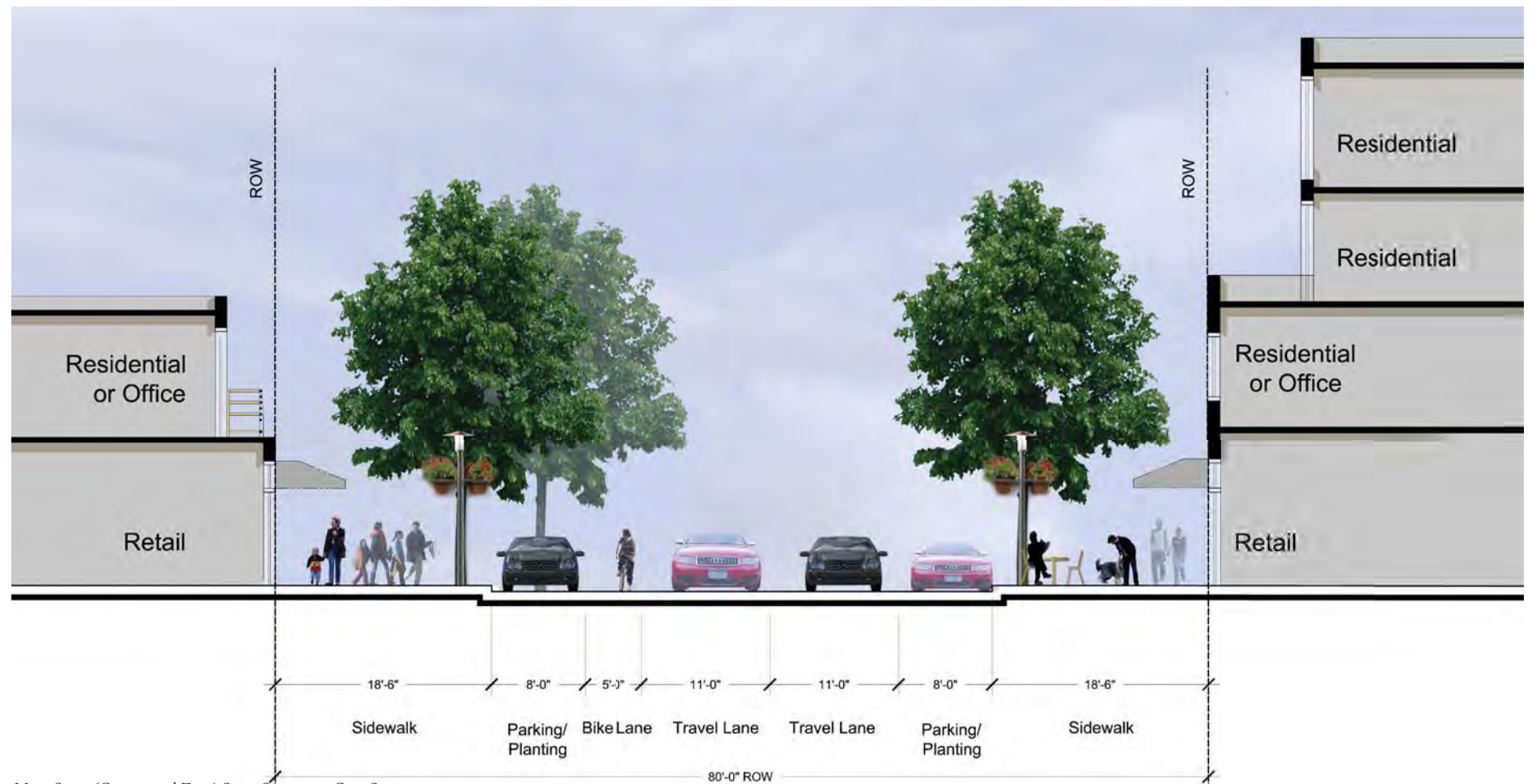
Typical Street Streetscape Cross Section



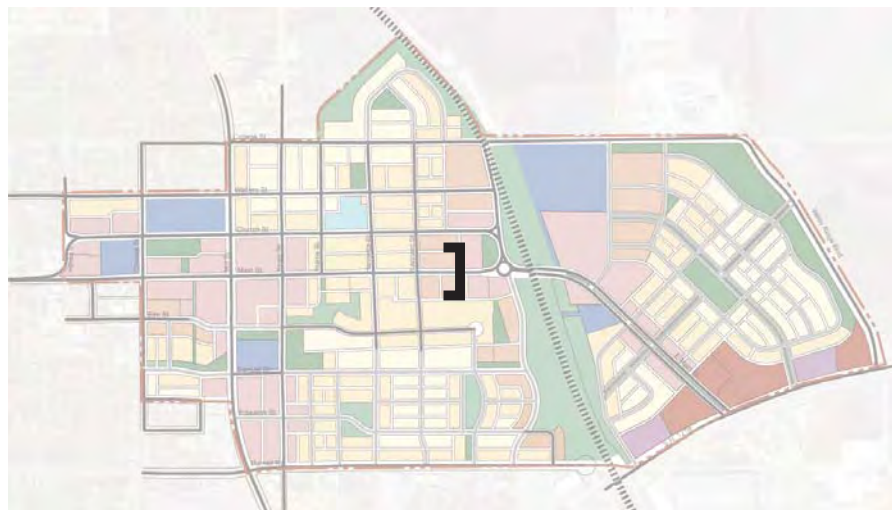
Streetscape Character

Main Street (Commercial Zone)

Main Street, through the commercial areas, have a 80'-0" ROW organized as a one-way street. The vehicular zone has two travel lanes and one parking lane that can transition to bulb-outs and plantings on each side. A bike lane is added between the travel and parking lanes on one side of the street for the bicycle circulation between Old Town and the Old Town Station. The 18'-6" sidewalk allows for expanded pedestrian space along retail areas for outdoor patios and cafes, and is characterized by tree canopies planted in tree grates at 25'-45' on center, retail frontages with large window displays and entries, pedestrian scale lighting, hanging baskets, banners, and signage to identify the area.



Main Street (Commercial Zone) Street Streetscape Cross Section



Banners and signage are contribute significant to the identity and character of a street.

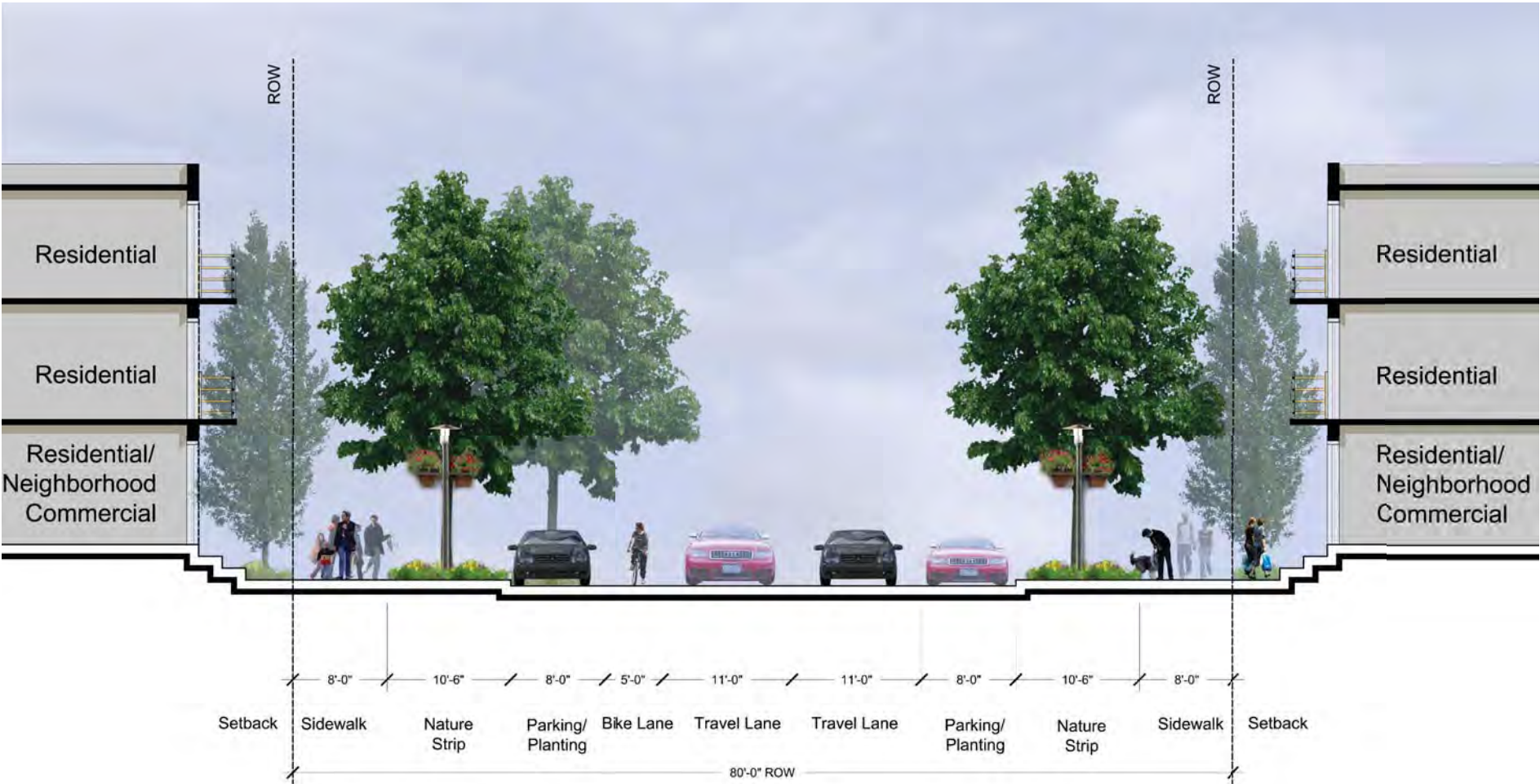


Outdoor patios and seating create a vibrant and active streetscape.

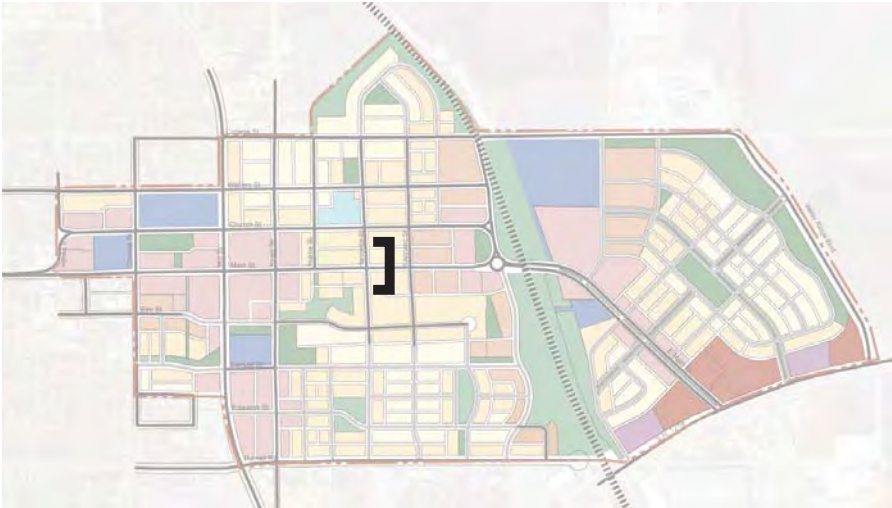
Streetscape Character

Main Street (Residential Zone)

Main Street, through the Residential Zone, has an 80'-0" ROW organized as a one-way street that connects Old Town to the Old Town Station. The vehicular zone has two travel lanes and parking lanes on each side. A bike lane is added between the travel and parking lanes on one side of the street to continue a complete bicycle network. The pedestrian environment includes an 8'-0" sidewalk and a 10'-6" nature strip. The large nature strip with street trees planted at 25'-45' on center distinguishes the residential uses in the area and buffers them from the street while providing immediate access to green space for residents



Main Street (Residential Zone) Street Streetscape Cross Section



Taller buildings can contain a space and create an identifying character.



Buildings face the street and are brought close to the sidewalk.

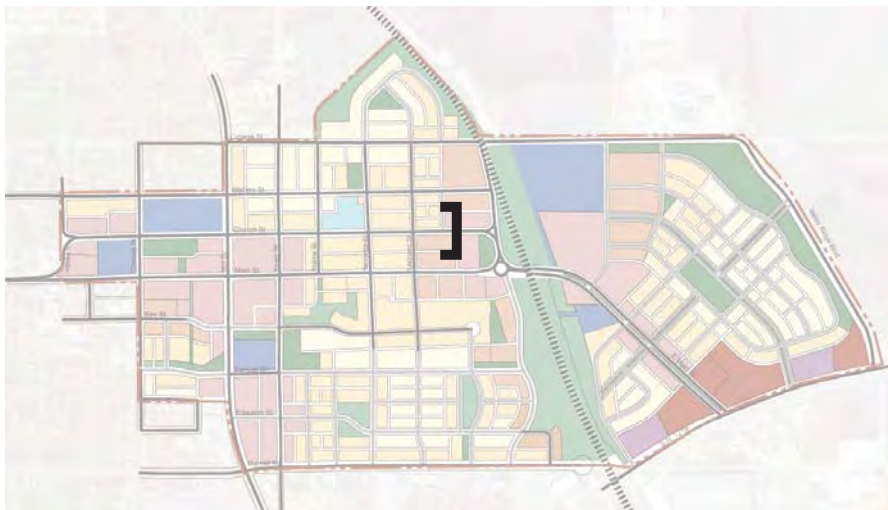
Streetscape Character

Church Street (Commercial Zone)

Church Street, through the Commercial Zone, has a 60'-0" ROW organized as a one-way street that connects the Old Town Station to Old Town. The vehicular zone has two travel lanes and a parking lane that can transition to bulb-outs and plantings at street intersections. A bike lane is added between the travel and parking lanes on one side of the street as part of the complete bicycle network. The 12'-6" sidewalk is characterized by street trees planted in tree grates at 25'-45' on center and allows for retail uses on the ground floor such as cafes and other outdoor uses. The first floor uses would address the pedestrian environment with large windows, canopies to enclose the space, and street trees. Pedestrian scale lighting, hanging baskets, banners and signage can identify the vertical mixed use character of the area.



Church Street (Commercial Zone) Street Streetscape Cross Section



Landscaping, paving materials and awnings contribute to the character of the pedestrian environment.

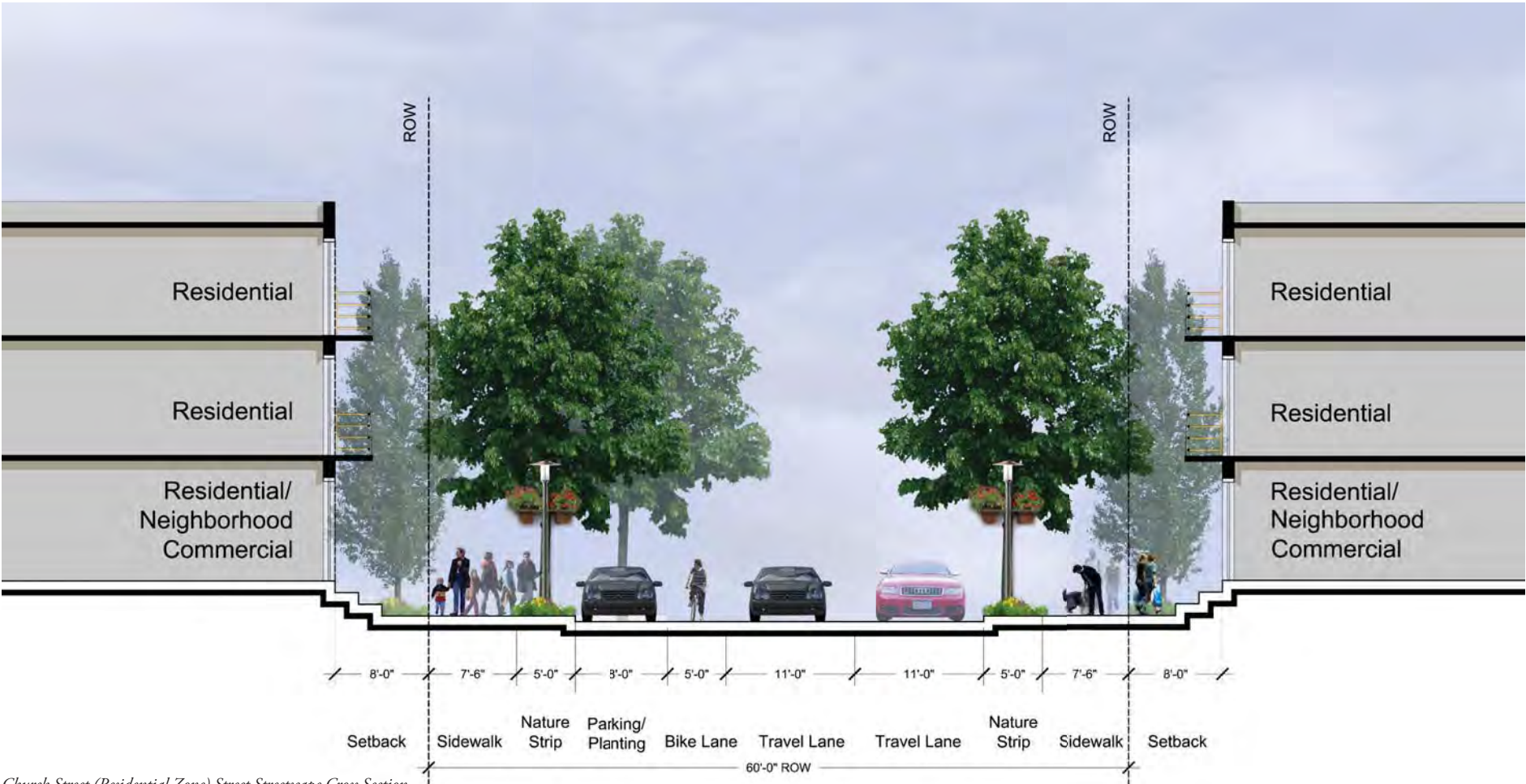


First floor commercial uses should provide large windows for pedestrian interest.

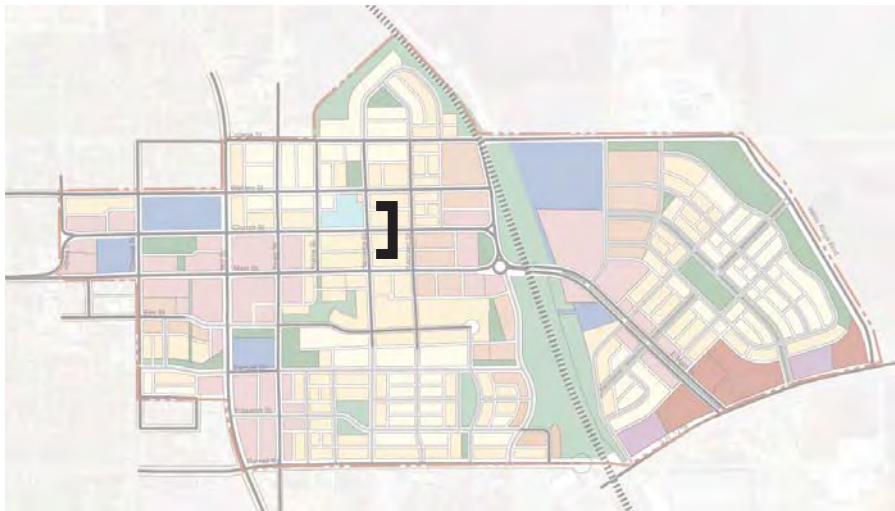
Streetscape Character

Church Street (Residential Zone)

Church Street, through the Residential Zone, has a 60'-0" ROW organized as a one-way street. The vehicular zone has two travel lanes and one parking lane that can transition to bulb-outs for tree plantings and pedestrian crossings. A bike lane is added between the travel and parking lanes on one side of the street continuing the bicycle network. The pedestrian environment includes a 7'-6" sidewalk and a 5'-0" nature strip that provides a separation of the traffic from the pedestrian. The pedestrian area is characterized by pedestrian scale lighting, hanging baskets, low planting and street trees planted at 25'-45' on center in the nature strip.



Church Street (Residential Zone) Street Streetscape Cross Section



Residential units close to the street are designed as walk-up units for privacy and separation.



Use of two or three materials adds to the character of a streetscape.

Old Town Master Plan

The Old Town Master Plan, adopted on June 2, 2003 identifies Sub-Areas that fall within the project boundaries of the TOD plan in this document. The three areas that pertain to this study are Sub-Area 2, Sub Area 3, and Sub-Area 4. The following recommendations were identified within the Old Town Master Plan for each Sub-Area and compared for consistency with the Preferred Alternative of this plan.

Sub-Area 2

- Encourage the relocation of industrial type land uses such as construction yards and automobile storage facilities to appropriately zoned areas.

The Preferred Alternative also encourages the relocation of industrial uses including those east of the Old Town Station.

- With Church Street becoming a main thoroughfare, encourage the redevelopment of adjacent properties for mixed-use developments that utilize commercial, office and higher density residential land uses, including first floor retail and upper floors offices and apartments.

Such development is supported on the Preferred Alternative on the east end, at the intersection of North Railroad Street, and as Church Street nears the Old Town core.

- Encourage the redevelopment of properties on the south side of East College Street and along North Railroad Street for office and higher density residential development.

The Preferred Alternative likewise places redevelopment opportunities of higher density residential along College Street and North Railroad Street; however it deviates in excluding office redevelopment in this area. Residential unit counts would more appropriately support retail surrounding the two centers.

- Continue the development of a sidewalk system to improve pedestrian access and support higher density developments improving access to commercial areas along Main Street and the Central Core area.

The Preferred Alternative and associated street sections place sidewalks along all streets for pedestrian access to support

proposed development of uses.

- Extend the proposed streetscape improvements along Main Street eastward from the Central Core.

Proposed street sections of the Preferred Alternative extend improvements along Main Street and Church Street, connecting the station to the Central Core.

Sub-Area 3

- Encourage redevelopment of existing residential housing east of Milton Street as higher density housing in the form of townhouses and well-planned apartment complexes.

The shopping center redevelopment south of Elm Street is identified for a variety of residential housing including higher density and mixed-use development.

- Continue the development of a sidewalk system to improve pedestrian access within neighborhoods as well as access to commercial areas along Main Street and the Central Core area.

The Preferred Alternative and associated street sections maintains circulation for pedestrians through the consistent sidewalk system accessing neighborhoods and commercial areas.

- Encourage the redevelopment of existing commercial and residential development along the south side of Main Street for mixed-use developments that utilize commercial, office and higher density residential land uses.

Redevelopment of existing commercial and residential with mixed-use development is developed in the Preferred Alternative.

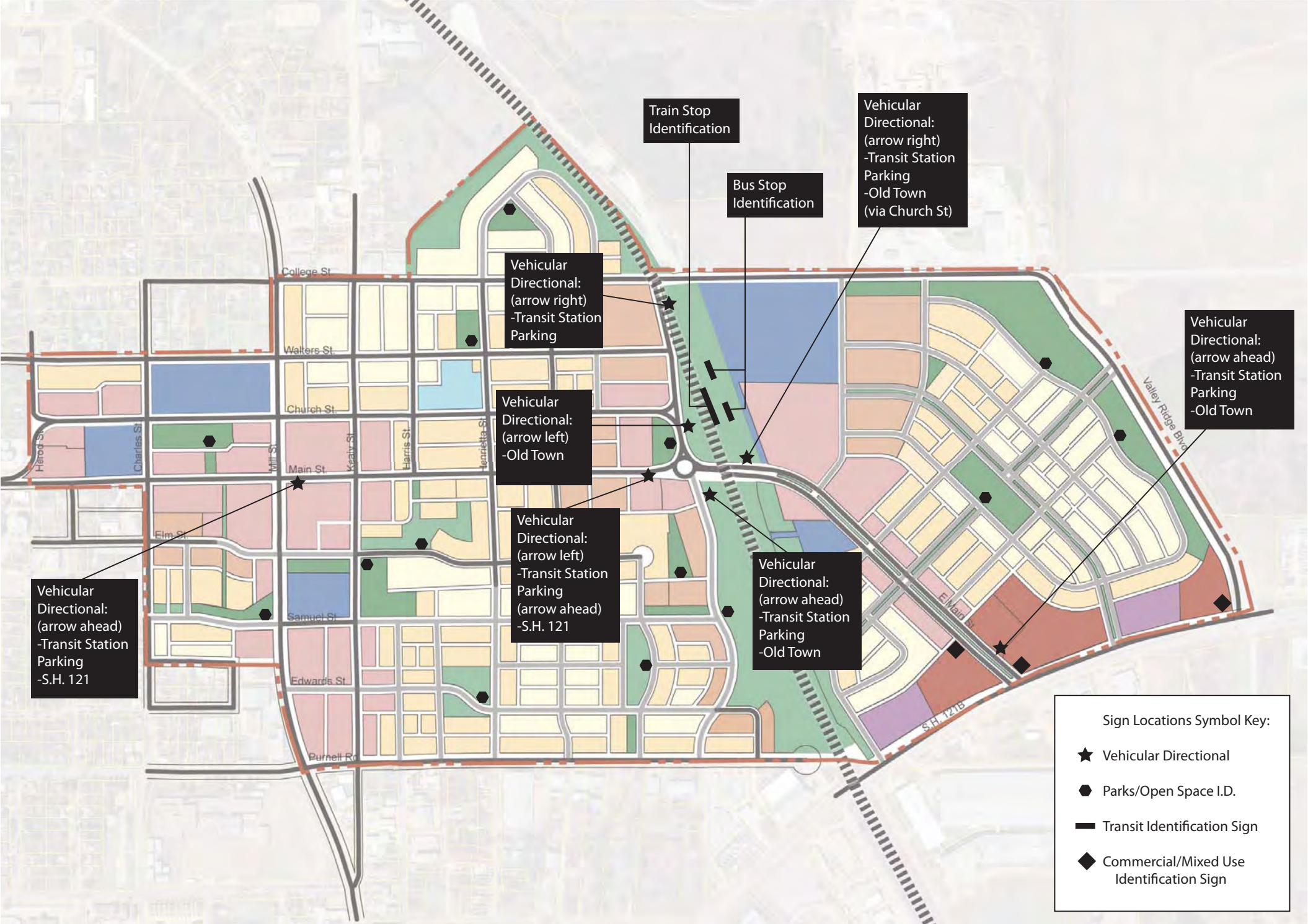
Sub-Area 4

The general recommendations for Sub-Area 4 are to introduce commercial and office development with lofts on second floors to support the commercial redevelopment. This development pattern will take advantage of the proximity to the Old Town Station, Central Core, and Medical Center. The plan does not support single-family detached housing on typical subdivision lots in this sub-area. The Preferred Alternative of this document places a variety of residential uses within this sub-area ranging from higher densities closer to the Old Town Station, and transition to lower densities closer to existing neighborhoods. Upgrades to street infrastructure remain constant in both plans. The second direction proposed for the sub-area 4 plan is to rezone the entire area for commercial and higher density housing uses. This deviates from the preferred plan since commercial uses are limited to the intersection of Main Street with Railroad Street and closer to Old Town.

Signage

Master Plan

Identity and Wayfinding signage for the Transit Oriented Development consists of Vehicular Identification and Directional signs. It is intended that the signs within the TOD will be designed in a more contemporary manner based on the future architecture and streetscape design. Both the transit station and bus stops will be identified by the station name and bus stop lines. Vehicular Directionals facilitate traffic circulation to parking, Highway 121 Business and Old Town. While the signs located on Main Street can have the same design and historic character as Old Town and Mill Street, the directional signs from the rail station east should have a more contemporary design that is more appropriate to the TOD. Parks and Open Space should also be identified with a consistent sign design. Commercial and mixed-use identification signs are anticipated to be more vertical and larger in scale to be viewed from Highway 121 Business. It is also anticipated that a maximum of four major commercial tenants will be included on the identification sign.



Signage and Wayfinding Master Plan

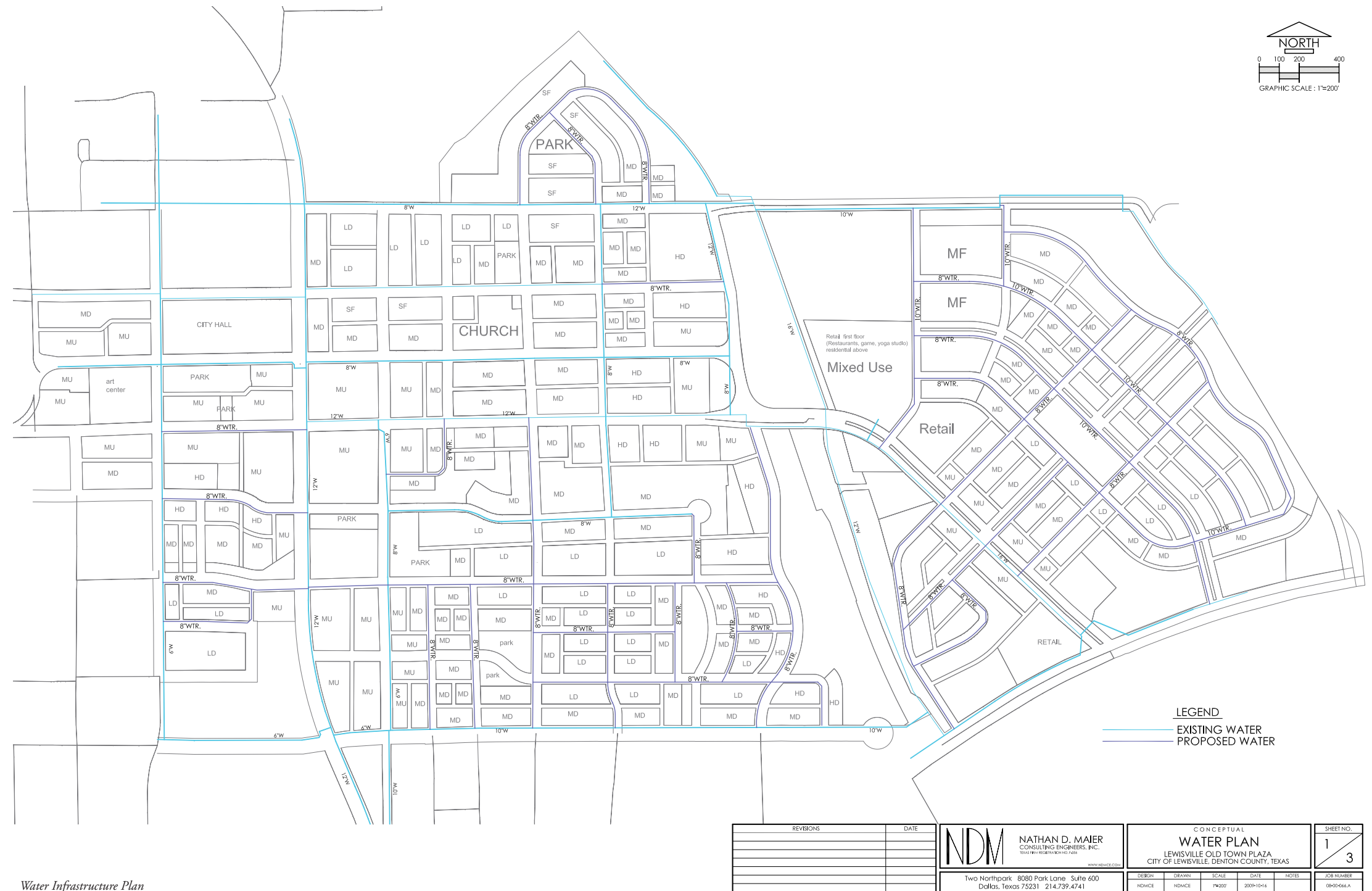


Utilities and Infrastructure

Water Infrastructure Plan

The western side of the study area is currently served by water lines on nearly every street. Since the focus of road and utility infrastructure in this part of the study area connects directly with the existing network, the logical extension of water service is recommended. Using the proposed block structure of the Preferred Alternative, the existing lines would extend to new development using 8" water lines.

The eastern side of the study area is currently under-served with water. This is primarily a result of the existing large parcel development. Primary water lines exist along the railroad, Main Street, and College Street. Therefore, when the redevelopment of the Old Town Station occurs, investment in utility infrastructure will need to be significantly considered. The concept plan anticipates 8" and 10" lines extending from the existing main lines to serve the future residential and other uses.



Water Infrastructure Plan

Utilities and Infrastructure

Stormsewer System

The proposed storm sewer system takes advantage of existing drainage patterns and underground utilities. The primary drain lines west of the railroad tracks release stormwater into the large regional park that runs north to south on that side of the tracks. The purpose of the regional park is to provide an area for stormwater discharge utilizing bioswales, wetlands and detention as a means of measuring water quality and storage. At the northern most point of the study another discharge is proposed into an existing drain outlet. The Preferred Alternative proposes that this drainage outflow, as well as other concrete based outflows, be redesigned to use natural erosion and water quality techniques such as bioswales, wetlands, and erosion matting. This type of treatment has been proven to work throughout Texas and has resulted in less erosion, higher water quality and habitat.

The eastern edge of the study area has one primary discharge into a second park space. This park space, along Valley Ridge Boulevard creates a buffer against the land fill while providing ample space for an environmental approach to stormwater management.



Utilities and Infrastructure

Sanitary System

The proposed sanitary sewer system connects directly to the main sanitary mains found throughout the study area. The block structure set forth in the Preferred Alternative allows for the logical extension of sanitary lines, generally flowing the natural slope of the land. The study area west of the railroad tracks will connect into an existing trunk line that runs south along the railroad corridor through existing laterals along Main Street and Purnell Street.

The eastern side of the study area takes advantage of an existing line running along East Main Street, which heads east along Highway 121 Business. The conceptual sanitary sewer plan takes advantage of the layout of the proposed mixed use and residential development in this area by providing secondary laterals that ultimately connect to the trunk line.



Sanitary System

Utilities and Infrastructure

Opinion of Probable Costs

Based on the Preferred Alternative, parks, utility and infrastructure cost estimates were drafted. Theses serve only as conceptual opinion of probable costs.

In order to create the opinion of probable costs, the team used the following assumptions:

- 2009-2010 standard construction costs and practices;
- Excludes land costs;
- Excludes franchise utilities;
- Parks are assumed to be highly programmed and therefore costs could be significantly less based on landscaping and program desires; and
- Paving is reinforced concrete.

[illegible]

NOTES:

This opinion is based upon standard construction
Excludes any ROW acquisition.
All quantities based on conceptual drawings.
Unit pricing averages conceptual materials, sizing and dimensions.
Excludes franchise utilities.
Excludes possible bridge structures for proposed roadways.
Assumes all paving reinforced concrete with stabilized subgrade.

New roadways are located east of Rail Road Street; north of College Street, and include the extension of Edwards, Elm and Thomas. New alleys are distributed between roadways in proposed areas of development. Costs for utilities within existing roadways include paving for trench cut repair. In streets with multiple utility improvements, cost assume full width roadway replacement. Portions of N. Kelly Ave., E. Walters St. and E. College St. will require full width roadway replacement.

Utility improvements include additional service lines as well as increasing sizing of existing lines to improve capacities based on conceptual data only. Additional study and design will be required to determine actual needs based on final development plans.

THIS DOCUMENT IS RELEASED FOR
THE PURPOSE OF INTERIM REVIEW
UNDER THE AUTHORITY OF BRIAN J.
LaFOY, P.E. 89363
DATE: April 15, 2010
IT IS NOT TO BE USED FOR BIDDING,
CONSTRUCTION OR PERMIT PUR-
POSES.



Character of Land Uses

The land uses proposed for the Preferred Alternative follow the City's code. The matrix below defines the proposed land use and density type with the associated zoning districts.

Mixed-Use

Residential - High Density : 16-24 Units/Acre
Residential - Medium Density: 10-15 Units/Acre

Associated Zoning Districts

- Old Town Mixed Use 1 District (OTMU1)
- Minimum: 20 Units/Acre
- Old Town Mixed Use 2 District (OTMU2)
- Minimum: 20 Units/Acre



High Density Residential

Density : 16-24 Units/Acre

Associated Zoning Districts

- Townhouse Residential District (TH)
- Townhouse Two Residential District (TH-2)
- Multi-Family One Residential District (MF-1)
- Multi-Family Two Residential District (MF-2)
- Multi-Family Three Residential District (MF-3)



Medium Density Residential

Density: 10-15 Units/Acre

Associated Zoning Districts

- Duplex Residential District (DU)
- Estate Townhouse Residential District (ETH)



Single-Family Residential

Residential - Medium Density: 10-15 Units/Acre
Residential - Single Family: 6-9 Units/Acre

Associated Zoning Districts

- Single Family Residential District - 7,500 s.f (R-7.5)
- Single Family Residential District - 6,000 s.f (R-9)
- Single Family Residential District - 5,000 s.f (R-5)



Retail

Associated Zoning Districts

- Local Commercial District (LC)
- General Business District (GB)
- General Business-#2 District (GB-2)
- Old Town Center Business District (OTC)
- Old Town Mixed Use 1 District (OTMU1)
- Old Town Mixed Use 2 District (OTMU2)



Office

Associated Zoning Districts

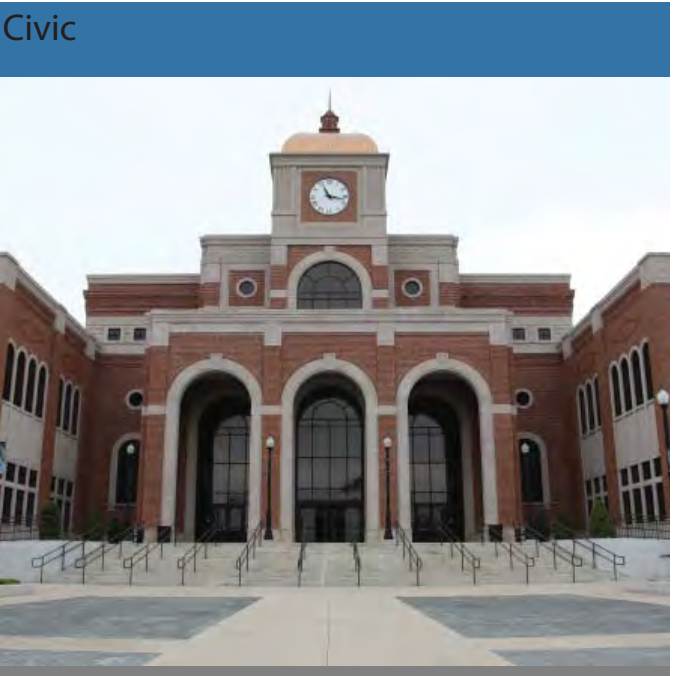
- Office District (OD)
- Local Commercial District (LC)
- General Business District (GB)
- General Business-#2 District (GB-2)
- Old Town Center Business District (OTC)
- Old Town Mixed Use 1 District (OTMU1)
- Old Town Mixed Use 2 District (OTMU2)



Institution



Civic



Park & Open Space



CHAPTER FIVE

PROJECT OPPORTUNITIES



CITY OF LEWISVILLE OLD TOWN TRANSIT ORIENTED DEVELOPMENT

Project Opportunities

Three key project opportunities have been identified to serve as catalyst projects for redevelopment. These projects are intended to serve both Old Town and the Old Town Station by initiating redevelopment interest around both centers of activity. The project opportunities take advantage of City-owned property, underutilized parcels of land near the Mill Street streetscape improvements, and future development around the Old Town Station. These projects serve to entice development interest and directly reflect the desired intent of anticipated and encouraged redevelopment. Conceptual plans and perspectives illustrate the expected and supported character. Detailed and refined studies would be required of redevelopment projects.



Multi family residential development with streetscape enhancements would benefit from the regional park and trail amenity along the rail corridor.

Old Town Center for the Creative Arts Townhomes

Old Town Center for the Creative Arts Townhomes project opportunity takes advantage of the City owned property across from City Hall and the future Center for the Creative Arts. A mixed-use building defines the corner with retail on the first floor that would look diagonally across at the wildflower meadow and children’s play area in the Old Town Plaza. On the corner, a small plaza would allow retailers a space for outdoor seating. Large window displays would attract visitors of the Center for the Creative Arts Center. On the floors above, residential units with balconies enjoy views of the Center for the Creative Arts, City Hall and the Old Town Plaza. West of the mixed-use building, walk-up townhomes transition to the residential character of the surrounding neighborhood. Units behind the front townhomes are turned sideways fronting green courts and are accessed by the shared alley and driveways. The green courtyards separate the blocks and are intended to serve as pocket parks for the surrounding residential units while also buffering the parking and retail uses from the townhomes.



The conceptual plan illustrates the proposed development. Note the proximity to the new Center for the Creative Arts and Old Town Plaza, making this a desirable location for urban infill redevelopment.





Proposed mixed-use redevelopment and streetscape enhancements on Church Street across from the Center for the Creative Arts.

Old Town Strip Mall Redevelopment

South of Elm Street, an exhausted shopping center is prime for redevelopment. The large block allows for various residential product types to function with internal circulation and parking. Two mixed-use buildings build from the proposed Mill Street streetscape improvements. A park provides buffering and open space amenities to the townhome and single family units facing south. This east/ west green space takes into consideration the storm drainage easement and transforms the underground drainage to a surface amenity that sustainably mitigates stormwater runoff in a visually enhanced park amenity. A north/south residential street provides access to the residential units and will be very pedestrian-friendly. Parallel to this internal muse, a green linear courtyard connects the Old Town Plaza and Main Street to the green space of the stormwater detention.



The conceptual site plan anticipates a mixed density and mixed use product. Located only one block from Main Street; and two blocks from Old Town Plaza and the Center for the Creative Arts, this site has access to numerous amenities.



A range of product types transition from Mill Street to the surrounding residential character and incorporate sustainable stormwater technologies in green space and streetscapes.

Old Town Station Development

Development around the Old Town Station will have greater density and variety of uses. An internal street corridor with the opportunity for a small art house theatre serves as an anchor for surrounding regional center. A grocery is also introduced to support the residential units in the area. Franchises such as the Alamo Draft House generally house seven screens within 20,000 square feet of space and a seating capacity of 1,300. Such theatre concept is used in lifestyle centers and would function well with the station for shared parking. The grocery is proposed at 25,000 square feet for a smaller grocers such as Sprouts.



(A) An array of residential units would benefit from the regional park running along the railroad corridor.



The redevelopment of land adjacent to the Old Town Station will include a range of commercial, housing and open space opportunities. The retail center is anchored by a new grocery store and art house. The art house makes for an ideal shared parking use with the DCTA park and ride facility.





(B) Buildings and plazas should activate key intersections to create an urban environment.



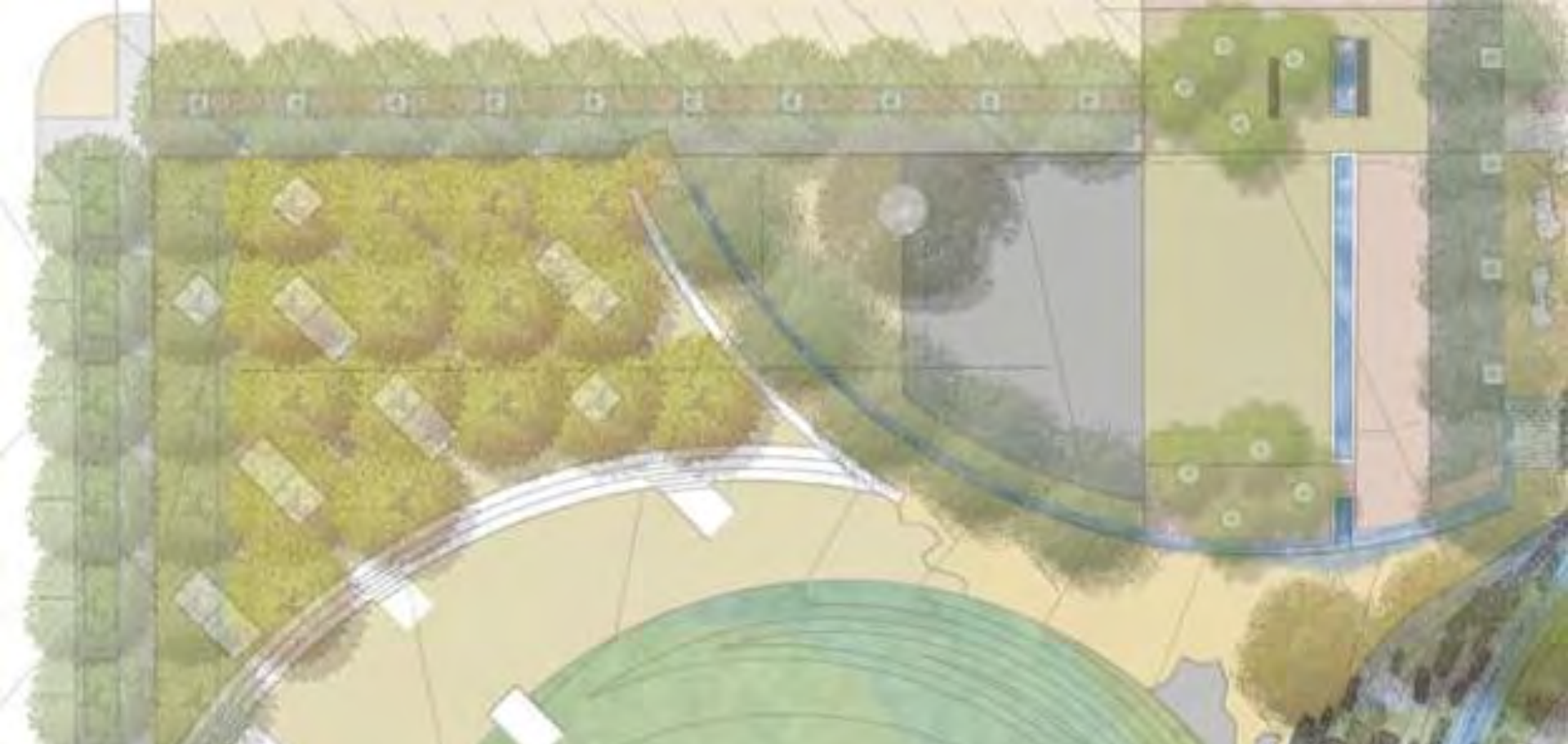
(C) The Old Town Station would energize activity for commercial uses adjacent to the station.



(D) An art house or movie theatre could provide an anchor use to develop a destination and entertainment district.



(E) Mixed used development east of the Old Town Station platform would become a highly activated lifestyle center with various retail, office and residential opportunities.



GRAND JUNCTION

100% Schematic Design



GRAND JUNCTION PLAZA
Westfield, Indiana 04.25.11

**BROWNING
DAY MULLINS
DIERDORF
LANDSCAPE
ARCHITECTS**

DESIGNWORKSHOP



LEGEND

1. Great Lawn
2. Play Lawn
3. Thompson Canal
4. Performance Venue & Restrooms
5. Bocce/Vendor Area
6. Nature Play
7. Loading/Service Area
8. Water Play
9. Arts Garden
10. Grand Junction Plaza
11. Wetlands
12. Thompson Plaza
13. Boulder Wall
14. Sled Hill
15. Anna Kendall Trail
16. Anna Kendall Creek
17. Midland Trace Trail
18. Asa Bales Trail
19. Parcel A Redevelopment
20. Parcel B Redevelopment
21. Existing Homes/Adaptive Reuse
22. Union Street Bridge & Overlook
23. Mill Street
24. Union Street
25. Jersey Street
26. Main Street

MASTER PLAN – 100% SCHEMATIC
DESIGN



GRAND JUNCTION PLAZA
Westfield, Indiana
04.25.11

**BROWNING
DAY MULLINS
DIERDORF
LANDSCAPE
ARCHITECTS** **DESIGNWORKSHOP**



GRAND JUNCTION PLAZA:
SUMMER CONCERT SERIES



GRAND JUNCTION PLAZA
Westfield, Indiana 04.25.11

**BROWNING
DAY MULLINS
DIERDORF
LANDSCAPE
ARCHITECTS**

DESIGNWORKSHOP



GRAND JUNCTION PLAZA:
WINTER SCENE



GRAND JUNCTION PLAZA
Westfield, Indiana
04.25.11

**BROWNING
DAY MULLINS
DIERDORF
LANDSCAPE
ARCHITECTS**

DESIGNWORKSHOP



GRAND JUNCTION PARK:
NATURE PLAY



GRAND JUNCTION PLAZA
Westfield, Indiana 04.25.11

**BROWNING
DAY MULLINS
DIERDORF
LANDSCAPE
ARCHITECTS**

DESIGNWORKSHOP



GRAND JUNCTION PLAZA:
THOMPSON PLAZA



GRAND JUNCTION PLAZA
Westfield, Indiana 04.25.11

**BROWNING
DAY MULLINS
DIERDORF
LANDSCAPE
ARCHITECTS**

DESIGNWORKSHOP



GRAND JUNCTION PLAZA:
JERSEY STREET, PLAZA and ARTS
GARDEN



GRAND JUNCTION PLAZA
Westfield, Indiana 04.25.11

**BROWNING
DAY MULLINS
DIERDORF
LANDSCAPE
ARCHITECTS**

DESIGNWORKSHOP

SCHEMATIC COST ESTIMATE

JERSEY STREET – \$6.9M

- Jersey Street
- Grand Junction Plaza
- Arts + Events Garden

NORTH OF JERSEY ST. – \$4.3M

- Thompson Canal, Trail + Plaza
- Mill Street, South to Jersey Street
- South Union Street to Jersey Street, including new bridge

SOUTH OF JERSEY ST. – \$8.0M

- Mill Street Extension to South Union Street
- Midland Trace Trail Extension
- Kid's Nature Play
- Performance Venue
- Performance Venue, Restroom, Conference + Storage Building
- Community Lawn + Vendor Area
- Sled Hill + Play Lawn
- Creek Restoration

PUBLIC SPACE INVESTMENT – \$19.2M



GRAND JUNCTION PLAZA
Westfield, Indiana

04.25.11

ANTICIPATED PRIVATE INVESTMENT - \$44.2M

- EAST Parcel A
- WEST Parcel B
- WEST Surface Parking Lot

PARKING GARAGE OPTION - \$2.4M

PROJECTED PRIVATE DEVELOPMENT BEYOND

•These cost estimates carry a 20% contingency and are based on 2011 dollars and do not account for inflation.

•Square footage costs applied include basic project utility needs, light fixtures, signage, and other appurtenances within the schematic design project boundaries.

•Costs of necessary utility and infrastructure upgrades beyond the boundaries have not been studied; further detail on utility impacts will need to be assessed with the City of Westfield Engineering.

•Costs of A/E design fees and land acquisition are not included at this time.

**BROWNING
DAY MULLINS
DIERDORF
LANDSCAPE
ARCHITECTS** **DESIGNWORKSHOP**

GRAND JUNCTION IMPLEMENTATION PLAN 2013



an Addendum to the
Westfield-Washington Township Comprehensive Plan



TABLE OF CONTENTS

Executive Summary.....	4
Chapter 1: Overview.....	5
Chapter 2: Comprehensive Plan Summary.....	6
Grand Junction Plaza Map.....	9
Chapter 3: Summary of Accomplishments.....	10
Chapter 4: Recent Events Affecting Grand Junction Initiatives.....	18
Chapter 5: Grand Junction District.....	21
Grand Junction District Map.....	24
Chapter 6: Implementation Plan Objectives and Action Items - Full List.....	25
Chapter 7: Identifying Priorities - Top Ten Action Items.....	29
Chapter 8: Going Forward.....	31
Appendices.....	32

Adopted on August 12, 2013 by Resolution 13-112

Prepared by the City of Westfield, Economic and Community Development Department



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EXECUTIVE SUMMARY

This Grand Junction Implementation Plan 2013 (the “Implementation Plan”) is an addendum to the Westfield-Washington Township Comprehensive Plan. The Implementation Plan: (1) provides a summary of past planning activities related to what is now known as The Grand Junction, Westfield’s historic downtown area; (2) organizes and clarifies the various objectives identified in these planning exercises; (3) identifies the geographic area of the Grand Junction District; and (4) sets forth and prioritizes specific action items or projects necessary to accomplish the Grand Junction vision.

After reviewing and analyzing the twelve +/- planning documents (authored from 1993 to present) related to the Grand Junction and the meeting summaries from the Implementation Plan Charrettes, fifty-two (52) distinct planning objectives were identified. The Implementation Plan process included prioritizing these planning objectives. The top ten of the fifty-two objectives are set forth below (not in any particular order). This list comes forward as a recommended work strategy for 2013.

1. **BRANDING.** Create a brand for the Grand Junction area.
2. **GATEWAY SUB-DISTRICT STANDARDS.** Develop zoning standards (and possibly other standards) for the Gateway Sub-district of Grand Junction (the area immediately surrounding the interchange to be constructed at State Highway 32 and U.S. Highway 31).
3. **JUNCTION SUB-DISTRICT STANDARDS.** Develop zoning standards (and possibly other standards) for the Junction Sub-district of Grand Junction (the area constituting the Westfield downtown mixed-use urban core).
4. **TRANSIT.** Develop a transit circulation plan to accommodate movement of residents, employees and visitors among destinations in the Westfield community (e.g., Grand Park and Grand Junction), which may ultimately connect to a larger transit system between the Westfield community and Indianapolis.
5. **REGIONAL DETENTION.** Develop the Grand Junction regional detention facilities designed to enhance the amount of useable land in Grand Junction as publicly accessible amenities and greenways.
6. **STREETSCAPE.** Develop plans for and install streetscape amenities within Grand Junction (e.g., benches, trash cans, planters, hanging baskets, bike racks and ornamental street lights).
7. **THE PLAZA.** Develop and construct the public park facility that has come to be known as Grand Junction Plaza.
8. **HOUSEHOLD ATTRACTION.** Develop plans to attract as many households within walking distance of Grand Junction as possible, as soon as possible. This plan would likely involve taking an inventory of developable property within Grand Junction and crafting policies to encourage or at least accommodate the building of new households in this area.
9. **LAND ASSEMBLY.** Develop strategies and policies to assemble land for development or redevelopment within the Grand Junction District. The development community has identified the uncertainties and expenses associated with land assembly as the biggest obstacles to development/redevelopment within Grand Junction.
10. **PARKING.** Develop strategies and policies to ensure adequate parking within the Grand Junction area. This plan would likely involve taking an inventory of parking spaces within Grand Junction and developing policies for providing or enhancing parking facilities in this area.

The Implementation Plan recommends that this planning process be revisited every year toward the end of the year: (1) to measure progress toward accomplishing the top ten planning objectives included in the plan; (2) to determine if some items have been completed so that others may be added to the list; (3) to determine whether the items that have not been completed are still top priorities; and (4) to aid in work planning for the following year which should assist in annual budgeting processes.

CHAPTER 1: OVERVIEW

This document, the Grand Junction Implementation Plan 2013 (the “Implementation Plan”), is intended to update, supplement and refine the work completed in preparing the February 2008 Grand Junction Master Plan (the “Grand Junction Master Plan”) to the Westfield-Washington Township Comprehensive Plan (the “Comprehensive Plan”). This Implementation Plan is intended to be reviewed and adopted as an addendum to the Comprehensive Plan under the IC 36-7-4-500 Series. The intent of the Implementation Plan is to facilitate and encourage coordination and cooperation among the various groups and organizations working diligently to achieve the Grand Junction vision.

The Implementation Plan: (1) highlights and recapitulates the major objectives recommended in the Grand Junction Master Plan; (2) inventories the numerous planning activities, initiatives, development projects and other notable events that have occurred since adoption of the Grand Junction Master Plan Addendum; (3) takes note of the progress that has been made toward the Grand Junction Master Plan objectives; (4) identifies the geographic boundaries of the area to which the recommendations contained in the Implementation Plan apply; (5) identifies additional objectives and refines and/or re-emphasizes other previously-identified Grand Junction Master Plan objectives necessary to accomplish the community’s vision for Grand Junction; (6) sets forth recommended action items to accomplish those objectives; and (7) prioritizes the recommended action items.

The process of preparing this Implementation Plan involved a series of planning charrettes hosted by the Westfield City Council’s Committee on Ordinance Revision (“CCOR”) and the Downtown Westfield Association (“DWA”), which now includes the Grand Junction Task Group within its organization. Charrette participants include:

- Jim Ake CCOR (City Council)
- Steve Hoover CCOR (City Council), DWA (Member)
- Mic Mead CCOR (Citizen Member), DWA (Member)
- Ken Kingshill CCOR (Citizen Member), DWA (President)
- Chuck Watson DWA (Member)
- Anne Poynter DWA (Executive Director)
- Cindy Spoljaric CCOR (City Council)
- Matthew Skelton Economic and Community Development (Director)
- Kevin Todd Economic and Community Development (Senior Planner)

The work product of the planning charrettes is included in this Implementation Plan. Each of the planning charrettes is described in much more detail within the appendices to this Implementation Plan. Copies of materials discussed in the planning charrettes are also included or at least described within the appendices.



“The intent of the Implementation Plan is to facilitate and encourage coordination and cooperation among the various groups and organizations working diligently to achieve the Grand Junction vision”

CHAPTER 2: COMPREHENSIVE PLAN SUMMARY

This Chapter summarizes the planning objectives most directly related to what is now known as “Grand Junction” contained in the 2007 Westfield-Washington Township Comprehensive Plan, the 2008-2009 Grand Junction Master Plan and Addendum and the 2009 Grand Junction Conceptual Design Charrette.

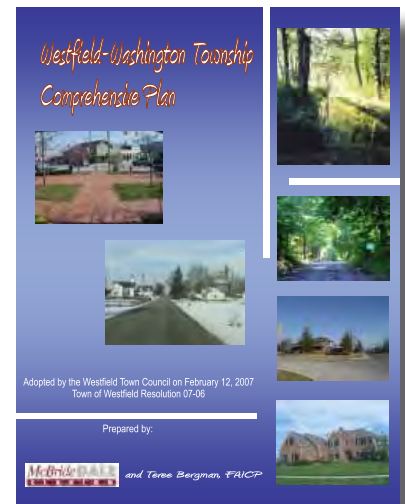
The Westfield-Washington Township Comprehensive Plan

The Westfield-Washington Township Comprehensive Plan was adopted in February of 2007. The Comprehensive Plan includes several recommendations related to Westfield’s historic downtown area (now referred to as “The Grand Junction”) summarized here:

1. Appropriately plan for and provide adequate parking in the downtown area (for customers, clients and employees).
2. Encourage new development to be constructed in a way that resembles and complements the building aesthetics existing in the downtown area (e.g., require buildings to be constructed close to the street).
3. Promote downtown as a growth center and a destination place.
4. Develop a unique image for the downtown area.
5. Encourage landscaped open spaces in the downtown area.
6. Encourage the development of pedestrian trails within and connecting to the downtown area.
7. Encourage the following general types of land uses: commercial, offices, retail, residential (especially new homes that resemble existing older home styles), high density residential, cottage industries, institutional, entertainment, parks, plazas and other open spaces.
8. Prepare and adopt detailed plans for downtown development and redevelopment. Plans should include an urban design component, market study and Implementation Plan.
9. Implement appropriate regulatory changes to address: parking, building setbacks, landscaping, lighting, building scale and mass, design standards, signage, reuse of existing structures, traffic management, pedestrian trails, branding of the downtown, storm water detention, land use, infrastructure improvements, streetscape improvements (e.g., trees, street furniture, flowers and lighting) and maintenance standards.
10. Develop partnerships and encourage formation/enhancement of appropriate organizations to support the downtown development and redevelopment initiative.
11. Develop a capital improvement program for the downtown area.

The Grand Junction Master Plan and Addendum

The Grand Junction Master Plan work was completed in February 2008. An addendum to the Westfield-Washington Township Comprehensive Plan, The Grand Junction Master Plan Addendum, was later adopted by the City Council in February of 2009, which summarizes and highlights the work completed during the Grand Junction Master Plan process.



The plan describes the Westfield community's vision for the future of its historic downtown area, identifies policy objectives to guide public decisions related to the historic downtown area, and identifies opportunities for investment (mostly public projects) that provide the greatest opportunity for reaching those objectives.

The plan describes the community's vision for Grand Junction as an integrated combination of uses and outdoor public spaces...where many kinds of connections are made: connections with family and friends, the larger community, nature, great places to dine, distinctive places to shop, important regional trails and roadways, and Westfield's historic legacy.

“an integrated combination of uses and outdoor public spaces... where many kinds of connections are made.”

OBJECTIVES: The broader policy objectives identified in the plan include:

1. Establishing a “Grand Junction” brand;
2. Showcasing the natural environment within Grand Junction;
3. Creating a comfortable downtown for people;
4. Creating a unique mix of destinations for people;
5. Multi-modal accessibility; and
6. Financial stability.

OPPORTUNITIES: The public investment opportunities identified in the plan include:

1. Grand Junction Plaza: The Grand Junction Plaza is designed to be public gathering place in the heart of downtown Westfield. Key features of the Grand Junction Plaza include: new connections to the Monon Trail and Midland Trace Trail; a signature water element as a focal point; a Great Lawn gathering space; highly visible gateway areas; a family-friendly playground; and a realigned, specially paved Jersey Street.
2. City Hall/Library Project: A new City Hall and a new Westfield Washington Library would strengthen downtown's image and identity as the community center place.
3. Extended Trail System: Extending the downtown trail system would create exceptional connectivity between the Monon Trail, Midland Trace Trail, other local trails, businesses, civic institutions and residential neighborhoods.
4. Extended Street Network: Key features of the extended street network would include: a Poplar Street extension south to the proposed Lantern Commons project (to be located on the northeast corner of U.S. Highway 31 and 161st Street); a realigned and extended Jersey Street between Union Street and Cherry Street; and an extension of Mill Street that connects Main Street and Union Street.
5. Regional Storm Water Detention: Regional storm water facilities would help enable desired patterns of development, serve as attractive water features and provide convenient recreational space for nearby residents.
6. Gateway Development: A signature downtown development including a hotel, conference center and premium office buildings would create a high quality downtown gateway at the U.S. Highway 31 interchange to be constructed at State Highway 32 (Main Street).



Grand Junction Conceptual Design Charrette

In the last half of 2009, the City and the Grand Junction Task Group engaged in the Grand Junction Conceptual Design Charrette exercise in order to help inform its decisions about how and where to invest its available resources to advance the community's vision for the Grand Junction. Specifically, the group identified the following priorities: (1) enhance the South Union Street streetscape; (2) complete a portion of the Grand Junction Plaza; (3) improve and enhance Jersey Street between Mill Street and South Union Street; and (4) provide trail head and parking lot improvements for Asa Bales Park. As part of this exercise, members of the development community participated in planning sessions where they were asked to identify the City's greatest challenges to reaching the Grand Junction vision. Although never formally memorialized in a comprehensive plan amendment, the following three challenges have been important in shaping the City's investment strategies since the exercise and they continue to influence the community's thought processes today:

1. Rooftops: In order for the downtown area to become the destination place envisioned in the Grand Junction Master Plan, the City should work to attract as many new households within walking distance of the downtown area as possible, as soon as possible.
2. Land Assembly: The risks and uncertainties associated with land assembly represents a significant obstacle for developers desiring to develop or redevelop land in Grand Junction. Anything the City is able to do to facilitate or simplify this activity would likely expedite redevelopment.
3. Access to Capital: It is difficult for developers to obtain capital for redevelopment projects like the ones desired within Grand Junction. Part of this has to do with the current lending environment and part of this has to do with the many additional contingencies associated with redevelopment projects (contingencies that are not as prevalent in greenfield development projects).

Grand Junction Plaza Map



CHAPTER 3: SUMMARY OF ACCOMPLISHMENTS

1993 - Ball State University Study

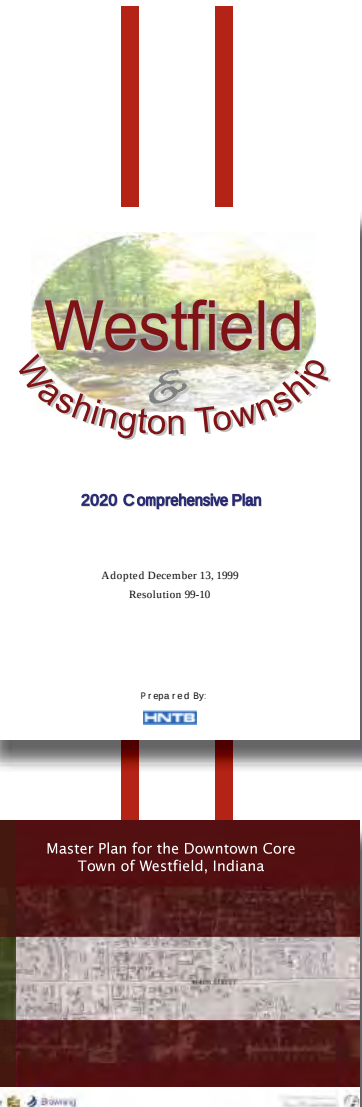
- Document – Westfield and Washington Township Planning and Design Studies
- Developed in conjunction with Ball State University's Community Based Projects Program, this study covers a wide range of topics for the Westfield community. It is one of the first documents to identify the town unification with the township and subsequent conversion to a city as a means of managing growth, maintaining Westfield's small town identity and enhancing economic development and public services. As specifically related to the downtown area of Westfield, the plan identifies a need to create a park-like community gathering space and a new government center. Concerns were also raised in the plan related to traffic, overhead power lines as well as a need for enhanced design guidelines and a historic preservation plan.

1999 - Comprehensive Plan

- Document – Westfield and Washington Township 2020 Comprehensive Plan (the "1999 Comprehensive Plan"). This document represents the first comprehensive plan completed for Westfield as contemplated in IC 36-7-4.
- This plan was assembled to provide a strategy for the management of growth and represented the community's interest in how Westfield would develop. The plan addresses five key issues: 1) preservation of community character; 2) desire for more parks and other recreational facilities; 3) developing strategies for growth management; 4) revitalization of downtown; and 5) creating solutions for east-west traffic flow within the community. This plan notes a need for a special study of the downtown area that would focus on economic development, residential development, historic preservation and parking needs.

2006 - Cripe Plan

- Document – Master Plan for the Downtown Core
- The purpose of this initiative was use to provide policy direction regarding development in downtown Westfield. The boundaries identifying downtown Westfield were borrowed from the not-yet-completed 2007 Westfield-Washington Township Comprehensive Plan. Ultimately three future land use maps were proposed as well as architectural objectives and economic analyses. The plan recommends using development incentives and marketing downtown amenities in an effort to encourage more development in the area.



2007 - Comprehensive Plan

- Document – Westfield-Washington Township Comprehensive Plan created to update and replace the 1999 Comprehensive Plan.
- In ten years' time, the City of Westfield saw its population double and with it a need to revise its Comprehensive Plan. With extensive community input, the City prepared and adopted the Westfield-Washington Township Comprehensive Plan in early 2007. This plan identified the downtown area as a special study area. It noted many assets within the downtown area, including: Midland Trace Trail, Natalie Wheeler Trail, Asa Bales Park and a collection of historic buildings. The plan also identified challenges for the downtown area: truck traffic on State Highway 32, perceived lack of parking, aging infrastructure and an unattractive streetscape. Recommendations of the plan include improving the appearance of downtown, traffic flow, parking, and way-finding; as well as promoting pedestrian friendliness and activity.



April 2009 – Grand Junction Master Plan and Addendum

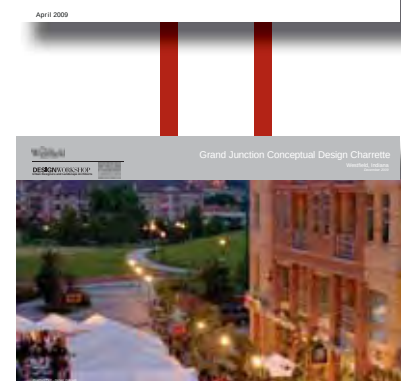
- Document – Grand Junction Master Plan and Addendum
- A special study of downtown Westfield was conducted in 2008 after the formation of the Grand Junction Task Group. The plan identifies a long term vision as well as land use and financial investment goals for the intermediate and short terms. The centerpiece of the plan includes creating a public gathering space in the form of Grand Junction Plaza, west of Union Street between Mill Street, Park Street and Jersey Street (see *Grand Junction Plaza Map on Page 9*). Key public investment opportunities are also identified including: Grand Junction Plaza, new civic facilities, extended trail system and street network, enhanced stormwater management, and signature gateway developments. A summary of this plan was adopted in the form of an addendum to the City's 2007 Westfield-Washington Township Comprehensive Plan in April of 2009.



**Grand Junction
Addendum**
to the Westfield Washington
Township Comprehensive Plan

December 2009 – Grand Junction Conceptual Design Charrette

- Document – Browning Day Mullins Dierdorf/Design Workshop Grand Junction Conceptual Design Charrette Report
- The Grand Junction Conceptual Design Charrette Report (the "Charrette Report") was undertaken to refine the recommendations for the Grand Junction Plaza design as well as the adjacent city streets and development areas. City consultants Design Workshop and Brown Day Mullins Dierdorf hosted a three-day charrette, inviting stakeholders from the community to provide input. Once completed, the City consultants validated the designs with local developers and assembled the Charrette Report to document the completed work.



June 2010 – Grand Junction Master Plan Review

- Document – Grand Junction Master Plan Review
- The Grand Junction Master Plan Review (the “Review”) was an audit of the City’s progress since the Grand Junction Master Plan was created. Interviews were completed with various stakeholders, including Mayor Andy Cook, Deputy Mayor Bruce Hauk, City Councilor Ken Kingshill, Executive Director of the Downtown Westfield Association Poynter, and members of the Grand Junction Task Group. The Review examined physical improvements and land development, finances, as well as public policy and outreach. Overall, the Review was complimentary of the City’s progress and included some minor recommendations for moving forward.

Summer 2010 – Westfield Thoroughfare Plan Addendum

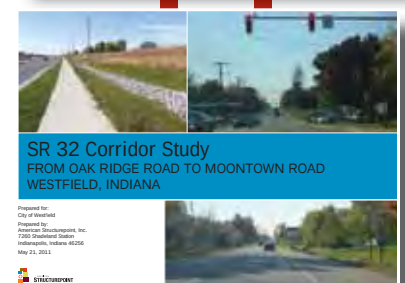
- Document – Westfield Thoroughfare Plan Addendum – Appendix A
- There are three goals identified in the Westfield Thoroughfare Plan Addendum (the “Thoroughfare Addendum”): improve connectivity in Grand Junction; provide solutions for navigating around the U.S. Highway 31 improvements; and to enhance the City’s alternative transportation network. These goals are identified to improve the pedestrian and road networks in downtown Westfield. In the downtown area, the plan recommends that T-intersections be removed and dead end streets be connected to the greater road network. The Alternative Transportation Plan map is updated to include trail crossings of U.S. Highway 31, State Highway 32 and identifies new trails, including Little Eagle Creek Trail, Cool Creek Trail and the Anna Kendall Trail.

Summer/Fall 2010 – South Union Street and Grand Junction Trail Project

Per the newly adopted addendum to the Thoroughfare Addendum, funds were allocated for the construction of the trail connection between the Natalie Wheeler Trail and the planned Grand Junction Plaza. The project includes trails, benches and rain gardens as a means of also improving the southern gateway to downtown Westfield. This streetscape enhancement work was completed in the fall of 2010.

October 2010 – Main Street Corridor Study

- Document – State Road 32 Corridor Study: From Oak Ridge Road to Moontown Road
- Completed by American Structurepoint, the State Road 32 Corridor Study examined Main Street (State Highway 32) from Oak Ridge Road to Moontown/Gray Road. Rapid growth and U. S. Highway 31 improvements have created a considerable strain on the State Highway 32 corridor. The purpose of this plan is to identify and evaluate State Highway 32 transportation improvement alternatives while keeping in mind downtown Westfield redevelopment opportunities. A recommendation for a four lane divided roadway is made based on an evaluation of traffic operations, safety, community impact, right-of-way acquisition and construction costs. This proposal also includes roundabouts at Shamrock Drive/Poplar Street and East Street.



February 2011 –facade Improvement Program

The Facade Improvement Program was established by the City Council in February of 2011. Ordinance 10-22 created the program which offers downtown business owners and residents a matching reimbursement grant of up to \$5,000 on projects that improve the facades of buildings. The City Council allocated \$50,000 to initially fund the grant program. Two years into the program, six grants were awarded totaling a \$25,000 investment from the City which generated over \$58,000 in new private investment in aesthetic improvements downtown.

Spring 2011 – Midland Trace Trail paved between Union Street and Carey Road

This section of the Midland Trace Trail connects downtown Westfield to the Westfield Marketplace retail center, Simon Moon Park and the Westfield City Services Building. In order to make the crossing at Cool Creek, the Bridgewater Club donated a damaged golf cart bridge that was restored, installed and painted according to the colors of the Midland Trace.

April 2011 – Old Friends Cemetery Park rededicated

Formally known as the Martha Doan Memorial Garden, the rededication of Old Friends Cemetery Park followed an extensive renovation of the historic cemetery grounds. Serving as the final resting place for many founders of the City, Old Friends Cemetery Park was in the care of the Westfield Woman's Club (the "Woman's Club") during its time as the Martha Doan Memorial Garden. Plans from the 1965 Woman's Club renovation inspired City Consultants Browning Day Mullins Dierdorf to design a park setting that honored the rich history of the City and to create a trail head for the Midland Trace Trail.

June 2011 – Grand Junction Plaza Schematic Design

- Document – Grand Junction Plaza Schematic Design
- A draft set of plans were developed for the Grand Junction Plaza. Areas within the Plaza are designed to accommodate a variety of activities including a farmer's market, community festivals, amphitheater, ice skating/water fountain, and play ground as well as open areas for more passive park uses. Plans include integrating Grand Junction Plaza with Asa Bales Park by way of a pedestrian crossing along the Thompson Canal under State Highway 32. Five residential structures along South Union Street are identified for preservation.



July 2011 – Westfield Blossoms

In early 2010 downtown business owners Dave and Becky Weiss advised the City of Westfield that they were interested in installing a mural on their building at 101 South Union Street. Knowing the impact it would have on the downtown landscape, they engaged the City in discussions regarding a public art piece that would highlight the history of the community. Both parties agreed to install a removable sculptural mural so that the pieces can be removed when State Highway 32 is expanded. Blice Edwards of Indianapolis was contracted to complete the unique project after being selected through a design competition judged by the Grand Junction Task Group. The mural was unveiled during Westfield Rocks the 4th in July of 2011.



Spring 2012 – Property acquisition begins for Grand Junction Plaza

- Document – Grand Junction Plaza Affected Parcels Map
- Property acquisition began in the spring of 2012. By the close of the year five properties had been purchased and two others had closings scheduled in 2013. The City continues to reach out to property owners interested in selling their homes in the area identified for Grand Junction Plaza development.

March 2012 – The Towers at U.S. Highway 31/State Highway 32

- Document – US 31/SR 32 bridge design plans
- Recognizing the importance of the State Highway 32 and U.S. Highway 31 interchange to the community, the Grand Junction Task Group met with representatives from RQAW to assist in the design of a signature bridge structure. The interchange itself will serve as a gateway to the Westfield community and downtown Westfield, specifically. Since the bridge will span State Highway 32 it is important that bridge enhancements be visible from U.S. Highway 31. It is contemplated that large towers, resembling torches, will anchor at least two of the corners of the bridge (see below and the *Grand Junction District Map on Page 24 for Gateway Tower Locations*). It is contemplated that each tower will be lit internally and externally to give the design depth at night. Construction on the interchange is expected to begin in 2014 with completion in 2015. The towers will each be completed as funds allow.



Summer 2012 – Grand Junction Properties

Grand Junction Properties was created as a real estate resource for businesses looking to relocate to Grand Junction. With a strong focus on downtown Westfield, the organization provides free marketing for those interested in selling or leasing their properties. Market data and demographic information are available through this organization. Grand Junction Properties also serves as an information resource for downtown developments including the Grand Junction Plaza.



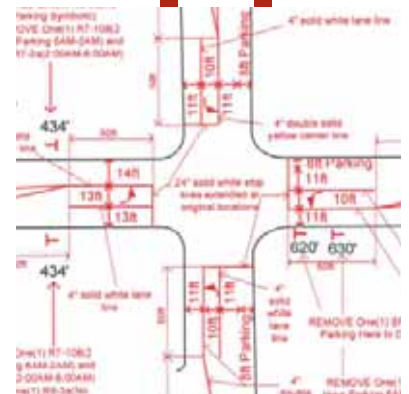
July 2012 – Asa Bales Park East Entrance Enhancements

Becoming something of a tradition, the 2012 Westfield Rocks the 4th festival brought about another unveiling of public art. Working with the Herron School of Art and Design, and artist Katey Bonar, "Passaggio" (pictured right) was presented to the City of Westfield and a special "Meet the Artist" event was held later in the month. Three thirteen-foot columns comprise the main sculpture with a set of concentric steel rings suspended inside the columns at the top. The sculpture is completed with two other sets of rings grouped in the adjacent sidewalk. The name "Passaggio" means passageway or turning point in a journey. While Passaggio functions much like an entry way into Asa Bales Park, the artist hopes people see the symbolic meaning. "I feel like opening an art piece like this in Westfield gives an opportunity for residents to reflect on the past, as well as to examine where they are now and where they want to be in the future, both collectively and personally." –Katey Bonar



October 2012 – Main Street and Union Street Reconfiguration

In an effort to improve traffic flow in downtown Westfield, the City worked with INDOT to restripe the Main Street and Union Street intersection. The project included the removal of twenty (20) on-street parking spaces which allowed for the addition of dedicated left turn lanes on both Main Street and Union Street.



Regional Detention Design and Planning

- Document – Regional Detention PowerPoint
- A significant amount of land in the downtown area of Westfield falls within the floodplain of the Anna Kendall and Thompson waterways. Additionally, storm water detention requirements make development challenging on small parcels of land like many of those located in Grand Junction. In an effort to free up more land for development in the downtown area, the City has started work on a regional detention system.



CHAPTER 4: RECENT EVENTS AFFECTING GRAND JUNCTION INITIATIVES

The Economy

The recession of the mid-2000's is attributable to a sharp increase in sub-prime mortgages, a decline of securities backed by said mortgages and the collapse of several major financial institutions which led to a disruption of the flow of credit to businesses and consumers on a global level. Between 2004 and 2006, the use of sub-prime mortgages increased from approximately 8 percent of the market to 20 percent (and higher in some parts of the U.S.), most of which were adjustable rate mortgages. Additionally, American households saw significant increases in the debt to disposable income ratio: 77 percent in 1990 to 127 percent in 2007. The increase is attributed to higher mortgage levels. As homeowners saw sharp declines in home prices, refinancing became difficult. Global investors cut back on purchases of mortgage-backed debt and other securities.

As a result of the recession, the U.S. lost nearly 9 million jobs (6 percent of the workforce), and housing prices fell 30 percent on average. The U.S. stock market fell approximately 50 percent by 2009. While the stock market has recovered, housing prices are still recovering and unemployment is still high.

There were two federal acts that were aimed at improving the economy. In 2008 President Bush signed into law a \$168 Billion stimulus package that took the form of income tax rebate checks mailed to tax payers. In 2009, President Obama signed the American Resource and Recovery Act (\$ 787 Billion) another stimulus package this time taking the form of both spending programs and tax cuts. Approximately \$75 Billion was specifically set aside to assist struggling homeowners and is referred to as the Homeowner Affordability and Stability Plan. Post crisis, the national debt has risen from approximately \$10 Trillion in 2008 to over \$16 Trillion in 2012.

In looking at the condition of the economy in 2013, unemployment is down and locally we see increases in the number of building permits and the value of the real estate. According to the Bureau of Labor Statistics, the National Unemployment Rate was 7.6 percent in March of 2013. The State of Indiana was over 8.7 percent in the same month, a .5 percent increase over March of 2012. However, Hamilton County has experienced a much lower unemployment rate at 6.4 percent (March of 2013) according to Stats Indiana. The City of Westfield saw even lower unemployment rates of 5.7 percent in March of 2013, up from 5.1 percent in March of 2012.



The first quarter of 2013 showed an 88 percent increase in overall building permits over the same quarter in 2012. Single-family housing starts were up 85 percent over 2012 numbers for this same period. Most notable is the \$31 Million in overall improvements (land values not included) receiving permits in the first quarter of 2013 which is one-third of the total of all improvements from 2012. Directly impacting Grand Junction, Union Street Flats was issued six permits in the first quarter of 2013 with an estimated \$6.9 Million in improvements. The total value of this project is expected to be between \$18 million and \$23 million.

Grand Park (<http://www.grandpark.org/>)

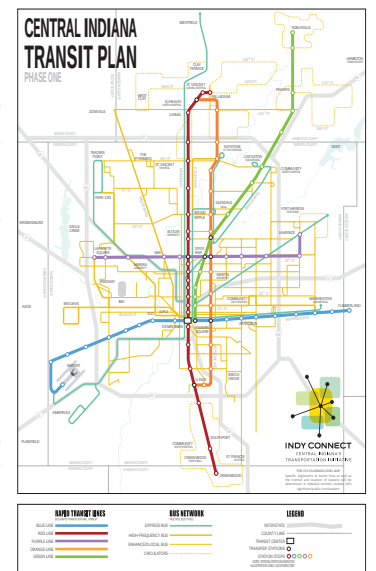
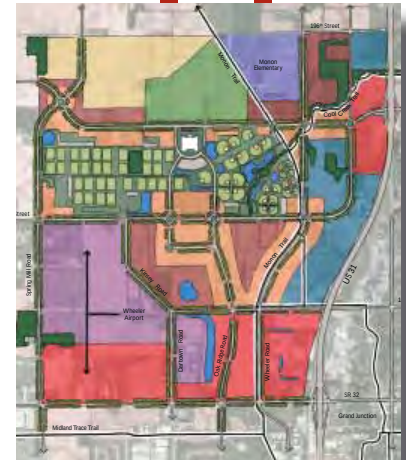
Located in the northwest quadrant of U.S. Highway 31 and State Highway 32, Grand Park is the economic development area surrounding the Grand Park Sports Campus. With a development focus on tourism, hospitality, life science, research and development, and distribution, there is expected to be a significant amount of growth in this area over the next five years. It is anticipated that the majority of the tourism and hospitality businesses will be national or regional chains, easily recognizable for the estimated 1.5 million visitors per year at the Grand Park Sports Campus.

With such a significant number of visitors expected at the Grand Park Sports Campus, plans include developing the Grand Junction area and Grand Junction Plaza of downtown Westfield in a way that provides non-sports themed entertainment; thus, giving guests to the City an opportunity to escape the sports environment to Hoosier hospitality. Grand Park Sports Campus visitors, City residents, and the City's business community will be able to enjoy outdoor concerts, farmer's markets, and other unique opportunities to meet and gather. Guests will be able to enjoy local restaurants and boutique shopping in the heart of downtown Westfield.

Mass Transit

Mass transit has been an increasingly discussed topic in the Central Indiana Region. House Bill 1011 (the "Bill"), which sought legislation allowing a public referendum to permit local governments to decide how to fund mass transit in Central Indiana, was hotly debated during the 2013 legislative session. The Bill was passed by the House, but sent to summer study committee in the Senate. The next legislative session should give rise to additional discussion.

As proposed by Indy Connect (<http://www.indyconnect.org>), a bus rapid transit system would serve from Carmel, extending south to Greenwood through Indianapolis. Preliminary maps indicate the route would terminate at the Palladium in Carmel's City Center. Representatives from Westfield have indicated a desire to work with Indy Connect to revise the initial plan and extend the bus route to downtown Westfield or Grand Park.



US 31 Major Moves (<http://us31hamiltoncounty.in.gov/>)

The U.S. Highway 31 Major Moves project will upgrade U.S. Highway 31 through Hamilton County to freeway standards from I-465 to State Highway 38. Once complete, access to the new highway within Westfield will be via interchanges located at 146th/151st Streets, 161st Street, State Highway 32, 191st Street and at State Highway 38. The intent of the project is to reduce congestion, improve safety and provide continuity for commerce and travels on U.S. Highway 31 which extends from Michigan to Alabama.

Construction of the project began in 2011 and immediately impacted downtown Westfield. To provide immediate safety improvements, cross access at Park Street south of U.S. Highway 31 was eliminated, a traffic signal was added at 169th Street, and turning options were limited on State Highway 32 immediately west of U.S. Highway 31. In late 2012, offline construction started for the State Highway 32 interchange leading to the relocation of several businesses and demolition of several structures has occurred in 2013.

Utility Transfer

A combination of property tax caps, high growth projections and the possibility of increased debt associated with the City's water and sanitary sewer utilities led to the decision to leverage these assets. The City examined two options: 1) liquidation, and 2) an outright sale. Ultimately deciding on an outright sale, eight (8) firms considered this opportunity, but ultimately, three (3) submitted bids in May of 2012.

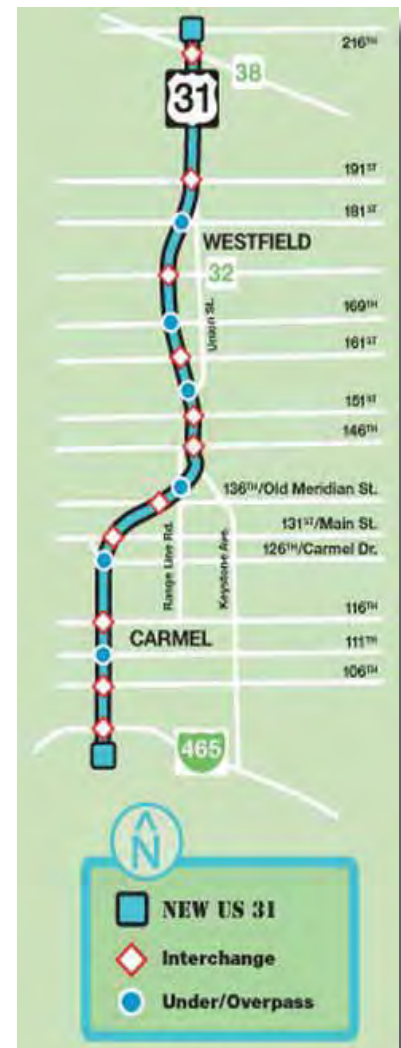
Once all the bids were reviewed, the winning bid by Citizens Energy was accepted. A public information campaign began in October of 2012 and in the following November an application was made to the Indiana Utility Regulatory Commission (the "IURC") to permit this transaction. The City and Citizens Energy entered the discovery and testimony phase of the transfer in January of 2013. This will be followed by hearings with the IURC in June, 2013.

Upon completion of the utility transfer, the City would be able to retire approximately \$45 Million in utility debt. This will cut the City's overall debt in half and provide funds for other public projects focused on economic growth and development.

Grand Junction EDA

The Grand Junction Economic Development Area (the "TIF District") was established in August of 2009. In 2011 the TIF District was expanded to include the Grand Park area. In February of 2013, the TIF District was amended to remove parcels that were included in the U.S. Highway 31 Major Moves project.

The TIF District has been targeted for economic development. Presently two major projects are underway: Wellbrooke (a.k.a., Mainstreet Property Group, LLC, a 24-hour skilled nursing facility) and Union Street Flats (a high-end 237-unit apartment community being constructed by J. C. Hart Company, Inc.). These two projects are expected to start generating significant tax increment by 2014.



CHAPTER 5: GRAND JUNCTION DISTRICT

Grand Junction District Boundaries

The Grand Junction District (the “District”) is generally bound by Hoover Street to the north, East Street to the east, and U.S. Highway 31 to the west (the exception being that the immediate parcels on the west side of the U.S. Highway 31 and State Highway 32 interchange are also included in the District). The southern boundary varies on each side of Union Street. On the west side of Union Street, the District’s boundary follows 169th Street (David Brown Drive); on the east side of Union Street, the District is generally bound by the edges of the Coverdale, Emerald Place, and Pheasant Run subdivisions (see *Grand Junction District Map on Page 24, the “District Map”*). This geographic area represents the land area to which the recommendations of this Implementation Plan apply.

The District is divided into five (5) Sub-districts: the Junction Sub-district (indicated in orange on the District Map); the Gateway Sub-district (indicated in green on the District Map); the Union Sub-district (indicated in yellow on the District Map); the Kendall Sub-district (indicated in blue on the District Map); and the Neighborhood Sub-district (indicated in pink on the Grand Junction District Map). Each of these Sub-districts is discussed in more detail in the paragraphs that follow.

Junction Sub-district (orange)

The Junction Sub-district includes the core of Westfield’s downtown area. It is the central business district of Westfield. The Junction Sub-district centers on Union Street and Main Street. It extends to properties just north of Penn Street, to the north; properties just east of East Street, to the east; properties just south of the future Mill Street/East Street extension, to the south; and Poplar Street, to the west.

The area included in the Junction Sub-district contains the basic grid street network that is part of a typical, traditional downtown. The street network is planned to be extended in strategic locations to enhance circulation. This Sub-district is anticipated to redevelop in a form that is compatible with traditional downtown development.

Preserving Westfield’s heritage is important, and a list of downtown buildings that need to be preserved should be developed and maintained. As the rest of the Sub-district redevelops, it is anticipated that buildings will be positioned near the street and they will be designed using timeless and eclectic architecture. Quality materials and design should be used. Faux facade treatment is not desirable in this area. The Sub-district should maintain a distinct character that is unique to Westfield, and it should be welcoming and safe for pedestrians and first-time visitors. Public art should be integrated into the area, and public/semi-public spaces should be incorporated into the Sub-district’s design and enhanced as the area develops and redevelops. Uses and events that create activity and interest in the downtown should be encouraged.

Gateway Sub-district (green)

The Gateway Sub-district is the area immediately surrounding the interchange to be constructed at U.S. Highway 31 and State Highway 32. It is bound by Sun Park Drive on the west; Poplar Street on the east; the former Central Indiana railroad right-of-way to the south, the north side of the school's existing football stadium to the north.

This area is an important gateway area for the City of Westfield's economic development strategy. Visitors traveling on U.S. Highway 31 will be able to access both Grand Junction and Grand Park by using the State Highway 32 interchange (see *the Grand Junction District Map on Page 24 for the Gateway Tower Locations*). High-quality architecture on all sides of the structures at this location is critical to the success of this area. Business signage should not be identical in appearance, but should consist of a common pallet of materials. Buildings should be designed so that the tops of roofs cannot be seen from the elevated U.S. Highway 31. Hotels, hotel/conference centers, apartments, and office buildings are uses that should be encouraged within the Gateway Sub-district.

Union Sub-district (yellow)

The Union Sub-district includes portions of the Union Street corridor within Grand Junction located outside of the Junction Sub-district. The Sub-district extends approximately 300 feet on either side of Union Street.

The Union Sub-district possesses distinctive characteristics that are desired to be preserved and enhanced. The Sub-district contains: mature trees; residential character; older homes with distinctive, historical architecture; and an "old town feel." The policy objectives of the Union Sub-district are to preserve the residential character; limit commercial uses and signage; preserve the existing density along the street; preserve the existing structures (when appropriate); preserve the existing mature trees; and encourage the enhancement of existing structures and properties.

As areas along Union Street redevelop, special attention should be given to the architectural, landscaping, lighting, fencing, and building setback standards so that the existing character of the street is preserved. Also, policies should be developed for addressing the renovation, alteration, addition, reconstruction, demolition, or redevelopment of existing structures.

Kendall Sub-district (blue)

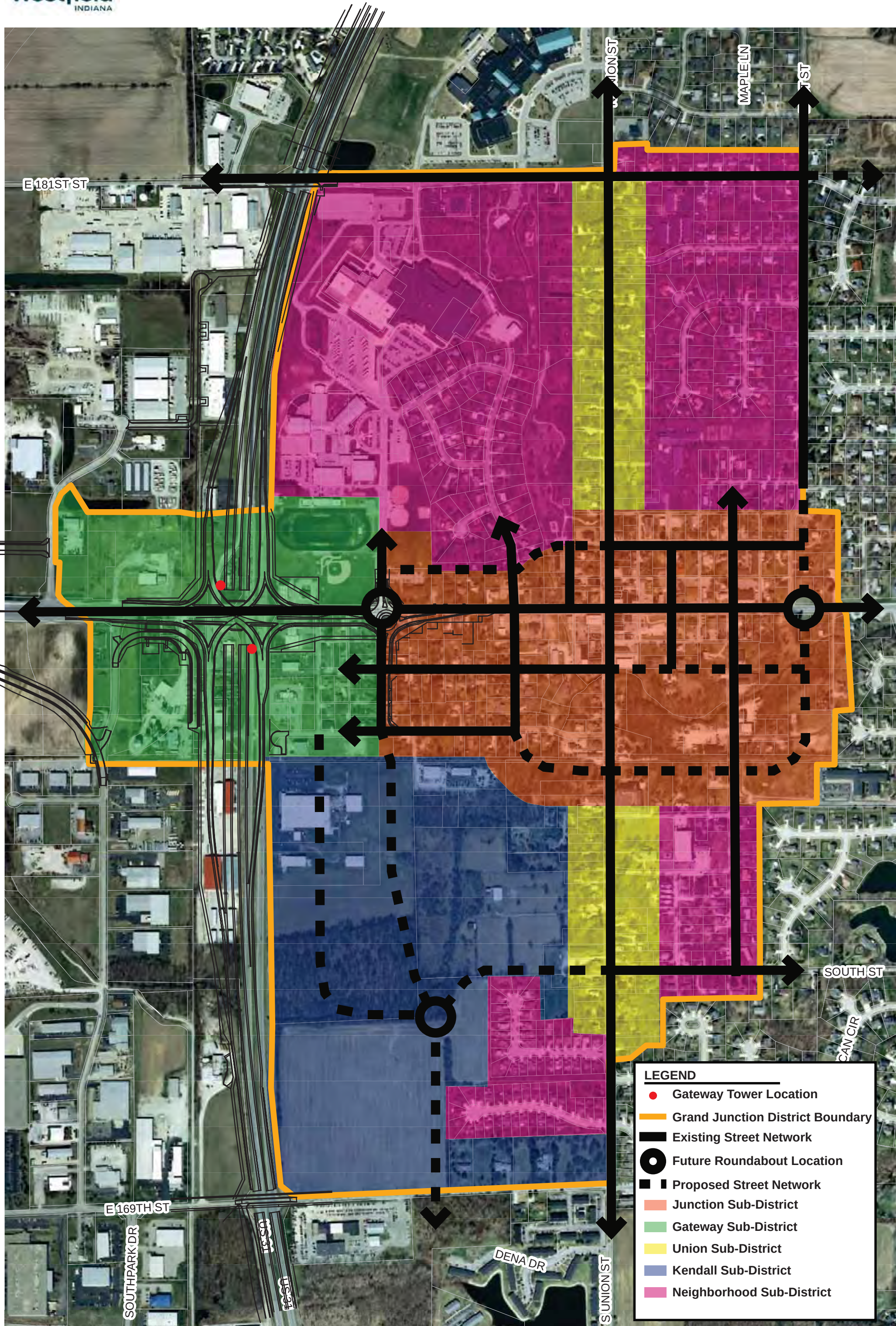
The Kendall Sub-district is largely undeveloped property. Its boundaries are the former Midland Trace railroad right-of-way to the north; U.S. Highway 31 to the west; Union Street to the east; and 169th Street (David Brown Drive) to the south. The Sub-district is named for the Anna Kendall Legal Drain, which bisects the Sub-district. Property near the Anna Kendall Drain has been identified as a potential location for a regional detention basin that will serve much of the Grand Junction District. When developing the detention system, designing the area as a park-like amenity should be encouraged.

The Sub-district has U.S. Highway 31 frontage and is expected to attract prominent buildings in the Westfield skyline. Taller buildings and attractive landscaping between the buildings and U.S. Highway 31 should be encouraged. Medical/office uses with ancillary retail should be encouraged. Single-family housing and independent retail uses should be discouraged.

Neighborhood Sub-district (pink)

The Neighborhood Sub-district includes several existing neighborhoods and residential subdivisions that are near to the downtown core (e.g., Newby's Westfield Heights; North Union Heights; Sleepy Hollow; Pine Hollow; John Kerr Subdivision; Kenyon Subdivision; Southridge Subdivision; and Cherry Wood Estates Subdivision). The Sub-district also includes the Westfield Intermediate School campus; the Westfield Middle School campus; the Christ United Methodist campus; and the Union Bible College campus.

These areas are included in the Neighborhood Sub-district because they are the residential and institutional properties which populate and serve the Grand Junction area. It is unlikely that these areas will redevelop in the near future; however, the potential for future redevelopment does exist, and for this reason, a clear vision for the redevelopment of the downtown neighborhoods should be developed.



CHAPTER 6: IMPLEMENTATION PLAN OBJECTIVES AND ACTION ITEMS - FULL LIST

Since 1993, there have been at least twelve planning exercises completed which are somehow related to the Grand Junction District. After reviewing and analyzing the products of these exercises, fifty-two (52) distinct planning objectives were identified. The Implementation Plan process included an evaluation and discussion of these planning objectives or “action items” (which were then prioritized as discussed in Chapter 7 of the Implementation Plan). The action items were organized into seven (7) basic categories to facilitate discussion: History and Branding; Decorations; Special Events; Zoning; Infrastructure; Public Spaces; and Economic Development. The full list of action items is included in this document on the pages that follow in order to provide context and background for future prioritization activities as the list of Top 10 Action Items in this Implementation Plan is reviewed and revised over time.

Over-arching Objectives

- ☐ Provide places for people to live within, or within walking distance of, downtown.
- ☐ Assemble land for redevelopment opportunities.
- ☐ Access the capital needed to fund projects downtown.

History and Branding

- ☐ Create/Clearly Establish the Grand Junction Brand/Design a Grand Junction logo/bug/mark/Develop a slogan for Grand Junction.

Decorations

- ☐ Create opportunities for over-street banners to promote Grand Junction events.
- ☐ Improve/enhance/expand use of hanging basket planters and the cross-arms used to hang them within Grand Junction.
- ☐ Purchase and install new and enhanced landscaping planters in Grand Junction (provide more of them and provide for public seating).
- ☐ Install new decorative light poles.
- ☐ Install attractive street furniture.
- ☐ Provide more and improved seasonal decorations within Grand Junction.

Special Events

- ☐ Recruit more involvement/volunteering from residents within Grand Junction and throughout the community.
- ☐ Recruit more organizations than just DWA and the City to host community events in Grand Junction.
- ☐ Develop better coordination with other community organizations (schools, local sports groups, etc.) regarding event scheduling/timing conflicts.
- ☐ Host at least one special event in Grand Junction every month of the year.
- ☐ Focus on improving the public events that are already hosted in Grand Junction.
- ☐ Develop a stronger partnership with the schools in hosting/promoting public events.

Zoning

- ☐ GATEWAY SUBDISTRICT (Green)
 - ☐ Develop architectural and development standards for the Gateway Subdistrict.
 - ☐ Develop strategy for attracting/encouraging the following land uses within the Gateway Subdistrict: hotel; hotel/conference center; apartments; and offices.
 - ☐ Develop DWA review process for the Gateway Subdistrict.
 - ☐ Develop commercial sign standards for the Gateway Subdistrict.
- ☐ JUNCTION SUBDISTRICT (Orange)
 - ☐ Develop architectural and development standards for the Junction Subdistrict.
 - ☐ Formalize a position with INDOT regarding State Highway 32 expansion through Grand Junction
 - ☐ Develop standards to address modifications to existing structures.
 - ☐ Develop DWA review process for the Junction Subdistrict.
 - ☐ Develop strategy for attracting/encouraging the following land uses within the Junction Subdistrict: trail-oriented businesses (i.e., bike shop, coffee shop); dry cleaner; market; coffee shop; specialty shops; night-time gathering places; restaurants; offices (not at street level).
- ☐ UNION SUBDISTRICT (Yellow)
 - ☐ Develop standards to address modifications to existing structures.
 - ☐ Develop standards for new development (setbacks, architecture, etc.) in the Union Subdistrict.
 - ☐ Develop standards/strategy to encourage property enhancements on Union Street.
 - ☐ Develop standards for mature tree preservation on Union Street parcels.
 - ☐ Develop fence standards applicable to Union Street parcels.
 - ☐ Develop enhanced lighting standards for Union Street parcels.
 - ☐ Develop grass lawn/vegetation requirements for Union Street parcels.
 - ☐ Develop right-of-way access control standards along Union Street.
- ☐ NEIGHBORHOOD SUBDISTRICT (Pink)
 - ☐ Develop vision and standards for future redevelopment of the Neighborhood Subdistrict.
 - ☐ Develop standards for existing structures in the Neighborhood Subdistrict.
- ☐ KENDALL SUBDISTRICT (Blue)
 - ☐ Develop strategy for attracting/encouraging medical/office commercial uses in the Kendall Subdistrict.
 - ☐ Implement standards that would prevent/discourage stand-alone retail within the Kendall Subdistrict.
 - ☐ Implement standards that would prevent/discourage single-family residential uses in the Kendall Subdistrict.
 - ☐ Develop standards/policies that would encourage vertical buildings in the Kendall Subdistrict.
 - ☐ Develop architectural standards for the Kendall Subdistrict.
 - ☐ Develop landscaping standards for the area between future buildings and U.S. Highway 31.
 - ☐ Determine the extent to which the U.S. Highway 31 Overlay Zone is appropriate to apply to the Kendall Subdistrict.

Infrastructure

- ☐ Bury power lines.
- ☐ Develop policy for disposition/repurposing of existing alley property (where appropriate).
- ☐ Develop transit circulation plan as related to Grand Junction and how it connects to the system beyond.
- ☐ Develop standards to encourage transit-oriented development.
- ☐ Continue to expand/enhance the trail network within the Grand Junction.
- ☐ Create pedestrian connections between the Gateway Subdistrict and the Grand Junction Plaza.
- ☐ Install same South Union streetscape treatment in future sidewalk/curb/roadside trail projects on North Union Street and other strategic places within Grand Junction.
- ☐ Design drainage/floodplain areas as amenities and natural areas. Develop the regional detention area south of the Midland Trace Trail corridor as a downtown amenity.
- ☐ Develop plan and install new streetscape amenities including but not limited to benches, trash cans, planters, hanging baskets, bike racks, street lights (including irrigation and speakers where appropriate).
- ☐ Develop plan and install unique public signage/design theme for Grand Junction (as opposed to the rest of the City).
- ☐ Install planned new roads within the Junction and Kendall Subdistricts (*see Grand Junction District Map on Page 24*).

Public Spaces

- ☐ Review/revise trail names within Grand Junction to help with marketing/wayfinding (needs to be visitor-friendly).
- ☐ Develop strategy for reuse/repurposing of Hadley Park.
- ☐ Connect Grand Junction Trail to Asa Bales Park by installing a tunnel under State Highway 32.
- ☐ Develop and implement a plan for a dedicated trail connection between Grand Junction and Grand Park for motorized (non-car) vehicles.
- ☐ Develop centralized municipal building near Grand Junction Plaza.
- ☐ Develop redevelopment plan for existing City Hall property and other adjacent City-owned property.
- ☐ Establish a staggered (staggered in age/maturity) tree growth/planting program within Grand Junction public places.
- ☐ Build Grand Junction Plaza.
- ☐ Develop a plan for the function (seasonal uses) of the Grand Junction Plaza.
- ☐ Formalize a plan to provide for public art improvements throughout Grand Junction.
- ☐ Develop and implement a plan to convert certain public infrastructure (manhole covers, sewer grates, fire hydrants, bridges, sidewalks, intersections, etc.) into pieces of public art.

Economic Development

- ☐ Develop strategy and policies to attract as many households to locate within walking distance of downtown.
- ☐ Continue City land assembly activities to facilitate development and redevelopment in Grand Junction.
- ☐ Develop/refine strategy for business retention, expansion and development in Grand Junction.
- ☐ Develop Grand Junction parking plan.
- ☐ Amend/Revise Grand Junction Economic Development Area (TIF District) to include some missing properties and remove land acquired by State.
- ☐ Invite developer proposals for the redevelopment of parcels north of Grand Junction Plaza.
- ☐ Develop and implement a plan for promotion/marketing of Grand Junction.
- ☐ Continue (and consider expanding) the City's Facade Improvement Program.
- ☐ Consider/explore concept of creating an Economic Improvement District.

CHAPTER 7: IDENTIFYING PRIORITIES - TOP TEN ACTION ITEMS

After reviewing and analyzing the products of the various planning exercises related to Grand Junction, fifty-two (52) distinct planning objectives were identified. The Implementation Plan process included an evaluation and discussion of these planning objectives or “action items.” After identifying these action items, they were then prioritized in order to develop a coherent and targeted strategy for accomplishing the Grand Junction vision.

The priorities identified by the Implementation Plan participants have been assembled into a recommendation to the City leadership (in the form of a comprehensive plan addendum, the “Grand Junction Implementation Plan, 2013”) for its consideration and approval. Specifically, the Top 10 Action Items list included on the following pages of this Chapter recommend the top 10 priorities identified by the group of participants as being necessary to accomplish the Grand Junction vision. The product of this work is intended to provide guidance to the various decision-makers and stakeholder organizations in their respective and combined efforts to accomplish the Grand Junction vision.

History and Branding

1. Create/clearly establish the Grand Junction brand/design a Grand Junction logo/bug/mark. Develop a slogan for Grand Junction.

Zoning

2. GATEWAY SUBDISTRICT (green)
 - ☐ Develop architectural and development standards for the Gateway Subdistrict.
 - ☐ Develop strategy for attracting/encouraging the following land uses within the Gateway Subdistrict: hotel; hotel/conference center; apartments; and offices.
 - ☐ Develop DWA review process for the Gateway Subdistrict.
 - ☐ Develop commercial sign standards for the Gateway Subdistrict.
3. JUNCTION SUBDISTRICT (orange)
 - ☐ Develop architectural and development standards for the Junction Subdistrict.
 - ☐ Formalize a position with INDOT regarding State Highway 32 expansion through Grand Junction
 - ☐ Develop standards to address modifications to existing structures.
 - ☐ Develop DWA review process for the Junction Subdistrict.
 - ☐ Develop strategy for attracting/encouraging the following land uses within the Junction Subdistrict: trail-oriented businesses (i.e., bike shop, coffee shop); dry cleaner; market; coffee shop; specialty shops; night-time gathering places; restaurants; offices (not at street level).

Infrastructure

4. Develop transit circulation plan as related to Grand Junction and how it connects to the system beyond. Continue to expand/enhance the trail network within the Grand Junction. Create pedestrian connections between the Gateway Subdistrict and the Grand Junction Plaza. Develop and implement a plan for a dedicated trail connection between Grand Junction and Grand Park for motorized (non-car) vehicles.
5. Design drainage/floodplain areas as amenities and natural areas. Develop the regional detention area south of the Midland Trace Trail corridor as a downtown amenity.
6. Develop plan and install new streetscape amenities including but not limited to benches, trash cans, planters, hanging baskets, bike racks, street lights (including irrigation and speakers where appropriate).

Public Spaces

7. Build Grand Junction Plaza.

Economic Development

8. Develop strategy and policies to attract as many households to locate within walking distance of downtown.
9. Continue City land assembly activities to facilitate development and redevelopment in Grand Junction.
10. Develop Grand Junction parking plan.

CHAPTER 8: GOING FORWARD

The Grand Junction Implementation Plan recommends that the implementation planning process be revisited annually. Ideally this activity would occur sometime in the last quarter of each year. This annual activity is recommended to include the following:

MEASURING PROGRESS: An action-item-by action-item accounting of the progress made toward completing such action items.

IMPORTANT FACTORS: A description of events or factors which have inhibited or facilitated progress or completion of each action item.

VALIDATION OF EXISTING ITEMS: An analysis of each uninitiated or uncompleted action item to determine if such action item (a) is still a top ten priority, and (b) should remain on the top ten list.

IDENTIFYING NEW ITEMS: Identification of any new action items which were not previously identified in the Grand Junction Implementation Plan.

REVISING THE LIST: To the extent that any of the previously identified action items are completed or eliminated from the top ten list, additional action items from the previous year's list or newly identified action items should be inserted in the top ten list.

PREPARE ADDENDUM: A summary document, a Grand Junction Implementation Plan Addendum (the "Addendum"), should be prepared which explains the details outlined above. The Addendum should be adopted in accordance with the normal process for a comprehensive plan amendment as contemplated in the 500 Series of Ind. Code 36-7-4.

If completed in a timely manner, this document is easily useable for the purpose of annual work planning and budgeting for City departments and the various stakeholder organizations working to accomplish the Grand Junction vision.

The Grand Junction Implementation Plan, as amended, is designed and intended to act as a living, breathing document which chronicles the Westfield community's Grand Junction accomplishments, charts a course through the often complicated process of placemaking, and acknowledges and coordinates the efforts and energies of the stakeholders actively working to make the Grand Junction vision a reality. By engaging in this implementation planning dialogue on a regular, recurring basis, the Westfield community will be well-positioned to reach its goal of creating a vibrant and attractive downtown village destination.

APPENDICES

Appendix A – Charrette 1: Orientation

Appendix B – Charrette 2: Overview and Grand Junction District

Appendix C – Charrette 3: History, Branding, Decorations and Special Events

Appendix D – Charrette 4: Zoning

Appendix E – Charrette 5: Infrastructure

Appendix F – Charrette 6: Public Spaces and Economic Development

Appendix G – Charrette 7: Review and Top Ten Priorities

Appendix H – Suggested Action Items from Advisory Plan Commission Public Hearing

Appendix A – Charrette 1: Orientation (October 9, 2012)

Meeting Summary:

Before the meeting, the participants were asked to identify the top five things related to Grand Junction they like the most and the top five things they like the least. The participants began by reviewing and discussing the lists.

The group then reviewed the basic planning objectives identified in the 2009 Grand Junction Master Plan and some of the obstacles and opportunities identified during that planning process.

The group then discussed the geographic area which should be the subject of the Grand Junction Master Implementation Plan. A preliminary version of a map identifying the proposed planning area was distributed to participants for discussion and consideration.

Participants reviewed a proposed outline of discussion topics to be covered during the Grand Junction Implementation Plan process.

Grand Junction Discussion Outline/Items:

1. Top 5 Lists
2. Recap Master Plan
 - a. Initiatives
 - i. Grand Junction Plaza
 - ii. City Hall/Library
 - iii. Trail Network
 - iv. Street Network
 - v. Regional Storm Water
 - vi. U.S. Highway 31/State Highway 32 Interchange
 - b. Objectives
 - i. GJ Brand (Wayfinding?)
 - ii. Natural Environment
 - iii. Comfortable Downtown
 - iv. Mix of Destinations
 - v. Hospitality (Wayfinding?)
 - vi. Financial Stability
3. Review Events Since Master Plan
 - a. Review List
 - b. Other Items?
4. Obstacles/Priorities (from charrette)
 - a. Rooftops
 - b. Land Assembly
 - c. Access to Capital
5. Outline of Discussion Items (Consensus on Outline)
 - a. GJ Boundary
 - i. Review Map
 - ii. Modifications?
 - b. Land Uses
 - i. Encourage
 - ii. Discourage
 - iii. Priorities
 - c. Urban Form
 - i. Public Space Development Standards
 - (a) Streetscape
 - (b) Parking
 - (c) Connectivity
 - (d) Vehicular Access
 - (e) Complete Streets
 - (f) Signage
 - (g) Lighting
 - (h) Landscaping
 - (i) Public Spaces
 - (j) Public Art
 - (k) Other
 - ii. Private Space Development Standards
 - (a) Architecture/Style
 - (b) Development Standards

- (c) Lighting
- (d) Signage
- (e) Sales Displays
- (f) Colors
- (g) Landscaping
- (h) Existing Buildings
 - (1) Reconstruction
 - (2) Renovation
 - (3) Alterations
 - (4) Additions
 - (5) Demolition
 - (6) Other?

Grand Junction Top 5 Lists:

Participants were asked to list their Top 5 FAVORITE aspects, elements, places, and/or characteristics of the existing downtown area. Below is a compilation of the lists:

- 401 and 415 Union Street brick homes are quaint and interesting.
- Insurance office facade improvement- 104 Union Street and it looks great.
- Brick and stone sidewalks on west side of S. Union are most attractive.
- Old Bank Building.
- Carnegie Library and Hadley Park.
- White Brick turn of the Century Gas Station must be re-purposed.
- The Farmers Market Grass and Tree area which are reminiscent of a New England Town Green on N. Union. Post Card scene was created at last year's Christmas In Lights area glowed with warm, welcoming fires.
- Old Friends Cemetery and interpretive signage.
- Water filtrating beds with benches on west side of S. Union are attractive now that they have matured.
- GJ Park plan.
- Trails.
- Connectivity yet separation from U.S. Highway 31/State Highway 32.
- Hometown atmosphere.
- Historic buildings.
- Small town feel.
- Old Friends Cemetery Park.
- New and renovated homes and businesses.
- Downtown events (Westfield Rocks the 4th, GJ Function, Farmers Market, etc.).
- Midland Trace Trail wooded section east of Union.
- Asa Bales Park – middle section away from playgrounds.
- Old stand of historic buildings at Main and Union.
- Variety of architecture and feel of North Union Street.
- Streetscape improvements along South Union.
- Events give me reason to go.
- A few buildings have decent architecture or historical value.
- Farmers market.
- On the Midland (but can't get to Midland).
- Location has potential.
- Downtown parks (Asa, Hadley).
- Banners/Flowers.
- Downtown Events (Westfield Rocks the 4th, Westfield in Lights, Grand Junction Derby, etc.).
- North Union Street houses/buildings.
- Bank building (architecture, style).
- Red Man sculpture.
- N. Union Street both sides; (Main to Hoover Streets, some not-so-good within).
- S. Union Street; (Park to 161st Streets, particularly west side).
- North side of Main Street (East Street east to west end of CVS strip center).
- Wall mural on Flower/Drug Store (@ Main and Union).

- Old Friends Cemetery Park.
- Potential.
- Trees.
- Diversity of architectural style/not homogenous.
- Simplicity.
- Trails and waterways.
- Unique character and history.
- Quaint, small, intimate.
- Local business owners.
- Neighborhood.
- North Union/Asa Bales – pretty.
- Creek.
- Trails.
- Parks.

Participants were asked to list their Top 5 LEAST FAVORITE aspects, elements, places, and/or characteristics of the existing downtown area. Below is a compilation of the lists:

- There is a disparity between east and west side of S. Union Street regarding landscaping. The west side with the water filtering plantings is very attractive. The east side is not.
- Above ground utilities on east side of S. Union are ugly.
- State Highway 32 through downtown, Streetscape is cluttered at intervals specifically Legacy windows, store next to Marlow's Café, and the new business across from Krohn's.
- Abandoned and empty structures like The Cottage or the Dentist's office on N. Union that is for sale.
- Very minimal landscaping in front of Westfield Friends Church parking lot on S. Union Street does not provide an attractive entrance into our downtown.
- There is no nice place in downtown that serves dinner with alcohol now that Keltie's is closed.
- Low rent business that demands parking.
- Noise in Hadley park.
- Lack of a real plan including zoning to give developers.
- Lack of Westfield's Meridian Corridor overlay.
- Poorly maintained buildings.
- Used car lots.
- Too many rental homes, rather than owner occupied.
- Businesses struggle to stay open.
- No "plan" to preserve historic buildings.
- Overhead power lines.
- Lots of junky looking poorly maintained homes.
- Unmaintained ditches/creeks running through downtown.
- Lack of a nice watering hole downtown.
- No streetscape improvements along State Highway 32 (Main Street) through downtown.
- Need more buildings that resemble the old town look/feel/charm.
- Used car lots, other business types that don't seem to fit in or look like they belong.

- Utility poles.
- No real reason to go(business types).
- Not very big(goes back to offerings).
- No unique or defining element or upscale options really-no reason to take family/friends there.
- Overhead power lines.
- Lack of traditional downtown building stock (multi-story, multi-use).
- No grocery/convenience store.
- No night life.
- Many single-tenant buildings.
- South side of Main Street (between Cherry and Timberbrook).
- Penn Street (Union to East Street except new house constructed and City Hall).
- East Street, both sides (Main Street to Hickory Alley).
- North side of Main Street (1st lot east of WWS admin bldg. to Camilla Street).
- Area within Grand Junction plan (bordered by Main/Park/Union/Mill Streets).
- Mufflers and More.
- Overhead power lines.
- Small/minimal/not much there.
- Apathetic business base.
- No “wow” factor yet.
- At least one bad looking strip mall building (one-level brick buildings east of Walnut).
- Curbs/sidewalks broken.
- Horrible signage.
- Street lights ugly.
- Power lines.
- Under utilized creek.
- Run down homes - Fish House.
- Lack of business.
- Too much City owned property.
- Red Man Park needs to be developed.
- Too many empty lots State Highway 32 = Dangerous.

Appendix B – Charrette 2: Overview and Grand Junction District (October 17, 2012)

Meeting Summary:

The meeting began with a review of the comprehensive planning process and the purpose of the Grand Junction Implementation Plan process specifically. The product of this process will result in an amendment to the City's comprehensive plan. The amendment will not be limited to just land use issues. Instead, it will likely include several other policy recommendations in addition to the normal land use items traditionally included in comprehensive plans (most of which were identified through the "top five" exercise from Charrette #1. Those items are summarized below. It is anticipated that a similar Implementation Plan update exercise will be conducted every year as the community moves toward accomplishing the Grand Junction vision.

The group reviewed a revised Grand Junction study area map distributed to participants. Revisions were made based on input received and analysis conducted since Charrette #1. The group agreed to move forward in the Implementation Plan exercise with the revised map. The revised map also includes the downtown thoroughfare plan illustrated on the exhibit.

The group then reviewed a detailed outline including the planning objectives established in previous planning exercises (the 2007 Comprehensive Plan, the 2009 Grand Junction Master Plan, and the 2009 Grand Junction Design Charrette) and the categories of items identified by participants in the "top five" exercise in Charrette #1. Participants agreed that these items fall into the following basic categories for discussion: History and Branding, Zoning, Infrastructure, Public Spaces, Decorations, Special Events and Economic Development. The group agreed that the following three over-arching principles are important throughout the Grand Junction Implementation Plan process: financial sustainability; supporting and promoting new and existing organizations involved in Grand Junction; and public involvement.

Grand Junction Discussion Outline/Items:

1. Overview (refresher)
 - a. Comp. Plan Check-up (a monitoring function)
 - i. What did we set out to accomplish?
 - ii. What have we accomplished?
 - iii. How far have we come?
 - iv. How far do we have to go?
 - b. Refinements – Are we still headed to the same place?
 - i. Confirm existing objectives
 - ii. Broader Approach
 - (a) Geography
 - (b) Subject Matter
2. Grand Junction District
 - a. Comp. Plan Boundary (see Color Aerial Handouts)
 - b. Sub-districts
3. Discussion Outline
 - a. Introduction
 - i. Top 5 Lists Outline – (see Top 5 Lists – SUMMARY, Page 40)
 - ii. Previous Comp. Plan Objectives (see Summary of Comprehensive Plan Recommendations, Page 4)
 - (a) Comp. Plan 2007
 - (b) GJ Master Plan 2009
 - (c) GJ Conceptual Design Charrette 2009
 - b. Over-arching Principles
 - i. Be Financially Smart
 - ii. Support/Promote Organizations
 - iii. Public Involvement
 - c. Discussion Subject Areas (see Detailed Discussion Outline, Page 43)
 - i. History/Branding
 - ii. Zoning
 - iii. Infrastructure
 - iv. Public Spaces
 - v. Decorations
 - vi. Special Events
 - vii. Economic Development

Grand Junction Top 5 Lists Summary:

1. Favorites
 - a. Private Space
 - i. Architectural Design – Homes, Commercial Uses
 - ii. Historic Feel/Old Town Charm/Neighborhood Feel
 - iii. New and Renovated Homes
 - iv. Variety in Architecture
 - v. Simplicity in Design

- b. Public Space
 - i. Public Open Space and Parks
 - ii. Sidewalks – Newer, Enhanced
 - iii. Signage
 - iv. Plantings
 - v. Masonry – Construction Elements, Sidewalks
 - vi. Trails
 - vii. Natural Areas
 - viii. Street Banners and Flowers
 - ix. Waterways
 - x. Public Art
- c. Other
 - i. Special Events/Festivals
 - ii. Good Location
 - iii. Mature Trees
 - iv. Existing Local Businesses (businesses, not structures)

2. Least Favorites

- a. Private Space
 - i. Aesthetically Unpleasing Outdoor Sales Displays
 - ii. Vacant Commercial Structures
 - iii. Poor Parking Lot Landscaping
 - iv. No Watering Hole/Night Life
 - v. Poorly Maintained Structures
 - vi. Not Enough Old Historic (Looking) Buildings
 - vii. Not Enough Destinations
 - viii. Not Enough Multi-Story Mixed-Use Buildings
 - ix. No Grocery/Convenience Store
 - x. Aesthetically Unpleasing Signage
 - xi. Incompatible Land Uses
- b. Public Space
 - i. Above Ground Utility Lines and Poles
 - ii. Traffic Noise
 - iii. Unmaintained Ditches and Creeks
 - iv. Poor State Highway 32 Corridor Streetscape
 - v. Older Curbs and Sidewalks
 - vi. Aesthetically Unpleasing Signage
 - vii. Aesthetically Unpleasing Street Lights
 - viii. Vacant Lots
- c. Other
 - i. Not Enough Consumers
 - ii. Business Community Not Enough Engaged
 - iii. No “Wow” Factor – Need to Build Destination
 - iv. Aesthetically Unpleasing Strip Center on State Highway 32 (Donut Shop)

Summary of Comprehensive Plan Recommendations:

Comprehensive Plan (February 2007)

1. Parking Plan
2. Architectural Standards
3. Promote Downtown as Destination
4. Create Image/Branding
5. Develop Open Spaces
6. Trails/Connections
7. Land Use Plan
8. Development Standards
9. Traffic Management
10. Storm Water Plan
11. Infrastructure Plan

Grand Junction Master Plan (February 2008)

1. Branding
2. Natural Environment
3. Create Comfortable Downtown
4. Create Mix of Destinations
5. Multi-modal Accessibility
6. Financial Stability
7. Grand Junction Plaza
8. City Hall/Library
9. Extended Trail System
10. Extended Street Network
11. Regional Storm Water Detention
12. Gateway Development

Grand Junction Conceptual Design Charrette (December 2009)

1. Schematic Design of Plaza
2. Design Standards (Architecture, Development Standards)
3. Approval Processes
4. Marketing Campaign
5. Management/Maintenance Plan
6. Financial Plan
7. Land Use Plan
8. Public Involvement

Meeting Summary:

The first three subject areas to be discussed by the group include: History and Branding, Decorations and Special Events. A summary of these discussions and associated recommendations are included below:

1. History and Branding:
 - a. General Comments:
 - i. It is important to the participants that a coherent brand be developed Grand Junction.
 - ii. The group supports the incorporation of Westfield history into the development of a brand for Grand Junction.
 - iii. The group was very supportive of DWA (with the Grand Junction Task Group now fully incorporated into the organization) taking the lead on selecting the brand for Grand Junction.
 - b. The Brand: The participants had the following suggestions/comments for DWA as it engages in the development of the Grand Junction brand:
 - i. The brand should create an image of Grand Junction as a central gathering place.
 - ii. The group suggests that a slogan be developed (e.g., Downtown should be everybody's backyard).
 - iii. The group suggests that DWA develop a bug/mark/logo for Grand Junction.
 - iv. The group suggests that the brand should project an organic, natural image. This may be accomplished by using earthy, subtle colors, natural colors, natural shapes. The group suggests using the seven Quaker colors (see Old Friends cemetery Park sign). The Quaker colors incorporate Westfield history. The colors are associated with words used to communicate Quaker beliefs.
 - v. The group suggests that the Quaker color palette may be appropriate for dressing up important street intersections within Grand Junction. Maybe a different color scheme for each intersection.
 - vi. The group recommends that the Grand Junction brand not create a "Disney-like" image. The projected image should not be "flashy."
 - vii. Recommended key words for consideration in Grand Junction brand development: connections, central gathering place, fun, destination.
 - viii. The convergence of many pedestrian trails is very important to the Grand Junction image.
 - ix. The brand should project an atmosphere of unique local flavor, local feel, local businesses (but not exclusively), local customers, hopefully attracting Grand Park visitor traffic.
 - c. Grand Junction Image: Descriptions of the Grand Junction image for use in the branding exercise:
 - i. A place with a sense of community, a sense of place;
 - ii. A concentration of privately owned restaurants;
 - iii. An emphasis on hospitality, welcoming visitors, promoting community identity;
 - iv. An eclectic blend of old and new (downtown Bloomington, Indiana was offered as an example);
 - v. Use strategic, organized approach to Grand Junction business recruitment and attraction;
 - vi. A mix of uses/businesses;
 - vii. The old bank building image is important to the Grand Junction image;
 - viii. An emphasis on economic sustainability (the group wishes to avoid the bad press Carmel has been receiving in relation to its downtown redevelopment efforts);

- ix. The “ideal customer” of Grand Junction is the trail user demographic, the young at heart;
- x. A hangout spot with fun restaurants and meeting places; and
- xi. A place with unique public signage.
- d. Not the Grand Junction Image: The following are images that do not accurately represent the Grand Junction image:
 - i. Where only visitors/outsideers congregate to the exclusion of local residents;
 - ii. A place where national/regional franchises dominate (although the group agreed that such franchises could be incorporated at a certain level and with a “local” feel so as to avoid the national chain appearance and proliferation in Grand Junction);
 - iii. “Big box” stores; and
 - iv. A tourist trap (Nashville, Indiana was offered as an example).

2. Decorations

- a. Likes: The participants identified the types of decorations that they like as identified below.
 - i. Over-Street Banners: The group was supportive of the use of over-street banners, if done well, if maintained well, if installed well so as not to allow tearing and sagging. The group expressed that it believes such signs are a very effective means of communicating to a wide audience about Grand Junction events.
 - ii. Hanging Baskets: The group likes the efforts the City has made at decorating the utility poles nearest to the old downtown core with hanging baskets. However, the group recommends expanding and enhancing the use of such baskets. The group also suggests that the City consider installing some form of more ornamental cross-arms on the utility poles from which to hang the baskets.
 - iii. Planters: The group suggests that enhanced street planters be used to replace the existing planters. The existing planters were characterized as being “tired.” The group suggests installing street planters near public seating areas or that include ledges that can be used for public seating.
 - iv. Light Poles/Utility Poles: The group suggests replacing or improving the appearance of existing light and utility poles. New poles, if designed properly, would allow additional opportunities for decorations in Grand Junction. The group prefers a consistent treatment for these poles throughout Grand Junction to provide a sense of branding for the area.
 - v. Street Furniture: The group prefers a uniform approach for providing street furniture (e.g., benches, trash receptacles, etc.) throughout Grand Junction at appropriate locations. The group acknowledged that it likes the green metal benches that have been installed in some of the City’s parks.
 - vi. Seasonal Decorations: The group is very supportive of using seasonal street decorations within Grand Junction to brand the area and to create visual excitement and interest. The group recommends extensive use of Fourth of July flags and red-white-and-blue decorations during appropriate times of the year. The group is interested in “going all out” with Christmas/Holiday decorations to create a significant visual impact in Grand Junction. The group suggests making enhancements to the annual tree lighting presentation/event. The group recommends frequent seasonal and holiday changes to maintain a vibrant, changing and exciting visual effect in Grand Junction. The group recommended that the Downtown Westfield Association play a much greater role in choosing seasonal decorations installed in Grand Junction.
- b. Recommended Locations for Decorations:
 - i. The group recommends that the community focus on doing what it does in the way of providing street decorations very well. The group suggests focusing on quality first, then

quantity. The group suggests that the community keep doing what it is doing now, but enhance it and expand it.

- ii. Initially, the group prefers to see street decorations prominently displayed at least two blocks on each side of the streets radiating out from the intersection of Main Street (State Highway 32) and Union Street. It is recommended that this enhanced “treatment” include all of the types of “decorations” listed above.
- iii. The group also recommends that Grand Junction Plaza incorporate this same decoration treatment.
- c. Possible Community Projects: During the discussion of street decorations, group members also identified a couple possible community projects that might create some visual interest in Grand Junction without requiring the use of significant resources.
 - i. Paint Bridge: The group suggested allowing the Downtown Westfield Association or other members of the community to paint the South Union Street Bridge in vibrant colors.
 - ii. Paint Concrete Blocks: The group also suggested allowing the Downtown Westfield Association or other members of the community to paint the large concrete blocks and pieces strewn along the Kendall Creek with vibrant colors.
 - iii. The group suggested that Quaker words could be written on these items and the associated Quaker colors could be used.

3. Special Events:

- a. The group began its discussion of this item by identifying the most noteworthy community events occurring in or near Grand Junction.
 - i. Westfield in Bloom - (City)
 - ii. Westfield Rocks the Fourth - (City/DWA)
 - iii. Grand Junction Funktion - (DWA)
 - iv. Westfield Farmers Market - (City/DWA)
 - v. Westfield Tree Lighting - (DWA)
 - vi. Underground Railroad Run
 - vii. Old Fashioned Days
 - viii. Voices of the Past - (City)
 - ix. Lions Club Fish Fry - (Lions Club)
 - x. Homecoming - (WWS)
- b. The group identified what the community does well:
 - i. Westfield Rocks the Fourth is probably the City’s strongest event.
 - (a) The proximity to Grand Junction and the location of the event are good.
 - (b) This is a free event – no entrance fee.
 - (c) Access to adequate parking is good.
 - (d) The event caters to a diverse audience.
 - (e) The fireworks are good.
 - (f) The quality of the musical acts could be better.
 - ii. The holiday Tree Lighting event is family friendly. We do family-friendly events well.
 - iii. The level of community participation from certain organizations in hosting these events is strong (e.g., boy scouts, girl scouts).
- c. The group identified what the community could improve upon:
 - i. The community could benefit greatly by fostering additional volunteerism from other groups and financial support from non-public sources.
 - ii. It has been a challenge to engage individual residents living within Grand Junction.
 - iii. The Grand Junction business community continues to get more and more involved.

- iv. Grand Junction special events would likely be significantly enhanced by fostering better coordination and cooperation with the schools.
 - v. None of the Grand Junction events are what the group would characterize as “stellar.” The group agreed that all current events are “good,” but getting better.
 - vi. The group suggested that the community to greatly benefit by attracting more organizations (besides just the City and the Downtown Westfield Association) to host events.
 - vii. The group suggested that the community should do a better job at coordinating events with other community organizations (e.g., Westfield Washington Schools, local sports organizations. Often these organizations host events that draw families away from other community events.
 - viii. The group suggested that at least one event per month should be hosted in the Grand Junction area. This is a recommended goal.
4. The group agreed to discuss the Grand Junction Sub-district map at the next meeting.

Grand Junction Discussion Outline/Items:

1. History and Branding

- a. Confirm that group agrees a brand needs to be developed/established.
- b. What does having a brand mean to GJ (i.e., how will the brand be used)?
 - i. logo? (trademark)
 - ii. architectural theme/shape?
 - iii. color(s)? (good/bad)
 - iv. signs?
 - v. infrastructure?
 - vi. website?
 - vii. landscaping treatment?
 - viii. decorations?
 - ix. lights?
 - x. other?
- c. Basic brand-related questions:
 - i. What is GJ? (connections, destination, history, etc.)
 - ii. What isn't GJ? (fast food, strip centers, etc.)
 - iii. Why is GJ different from other places?
 - iv. What is the competition?
 - v. How do we want GJ to be perceived?
 - vi. Who are ideal customers? (what kind of visitors, businesses, residents)
 - vii. What do they want? Why would they come to GJ?
 - viii. Is there a unique story to tell?
 - ix. Are there any inspiring visuals that tell the GJ story?
 - x. How can brand display the goals/initiatives of the GJ Plan?
- d. Recommendation that DWA be deeply involved in determining the brand.
- e. Recommendation that the GJ "logo" found on Page 27 of the GJ Master Plan be considered as a starting point for a logo/mark

2. Decorations

- a. Confirm: Use the brand/colors in decorations?
- b. Existing Program:
 - i. Likes?
 - ii. Dislikes?
 - iii. Quantity? Adequate?
 - iv. Quality? Adequate?
 - v. Locations? What kind and where?
- c. What are the opportunities for decorative elements:
 - i. Hanging baskets
 - ii. Light poles banners
 - iii. Street furniture (benches, trash cans, bike racks, other?)
 - iv. Christmas/Festival/Seasonal lighting
 - v. Planters
 - vi. Art?
- d. Who participates in decoration decisions? Parks, WPWD, DWA?
- e. Who should be participating?

3. Special Events

- a. Confirm: Use the brand/colors in special events?
- b. Existing Program:

- i. Likes? What do we do well?
 - ii. Dislikes? What could we do better? What should we stop doing?
 - iii. Quantity? Adequate?
 - iv. Quality? Adequate?
 - v. Locations/timing (what kind, when, where?)
 - c. Anything missing?
 - d. Support organizations (and creation of organizations)
4. Grand Junction District – Sub-district Discussion (if time allows)

Appendix D – Charrette 4: Zoning (November 1, 2012 and November 15, 2012)

Meeting Summary:

1. Grand Junction Sub-district Map: The group began by reviewing and discussing the details of the proposed Grand Junction Sub-district Map. The discussion associated with each Sub-district is summarized below:
 - a. GATEWAY Sub-district:
 - i. McClure Oil Site: The group discussed the current status of the property owned by McClure Oil (the old truck stop located on the northwest corner of the State Highway 32 and U.S. Highway 31 intersection).
 - (a) The old oil tanks have been removed and it is believed any contamination has been remediated.
 - (b) The group expressed concern about the site being redeveloped as a gas station. It was suggested that a gas station would not possess the desired mass and scale of the types of structures envisioned at this intersection. Some of these massing and scale issues are addressed in the State Highway 32 Overlay Zone.
 - (c) The group suggested that convenient stores encourage people get off of interstates. This effect was acknowledged as a good thing.
 - (d) The group acknowledged that the primary focus within this Sub-district should be on urban form, not so much on land use. However, some requirement pertaining to urban form may have the effect of excluding certain land uses (e.g., it is difficult to imagine a 5-story gas station).
 - ii. General Zoning/Architectural Considerations: The group then expanded its discussion to zoning consideration more broadly associated with all four corners of the intersection of State Highway 32 and U.S. Highway 31:
 - (a) Ideally this interchange would include high quality and quantity of landscaping, trail connections, possibly water fountains, and “magnificent” buildings.
 - (b) The group agreed that all building in this area should include four-sided architecture.
 - (c) Buildings in this Sub-district (especially those in closest proximity to and most visible from the new interchange being constructed at State Highway 32 and U.S. Highway 31 should have massing that appropriately addresses the new freeway.
 - (d) The group expressed an interest in not wanting to see the roofs of buildings from the newly elevated highway.
 - (e) The group wants to see high quality building architecture. The architectural standards developed for this Sub-district should be of an even higher quality than those contained in the State Highway 32 Overlay Zone.
 - iii. Land Uses: The group was interested in encouraging the following land uses within this Sub-district:
 - (a) Hotels
 - (b) Hotel/Conference Center(s):
 - (1) The group would prefer that this use be located on east side of U.S. Highway 31, but would not rule out the idea of one being constructed on the west side of U.S. Highway 31.
 - (2) (In a perfect world, this facility (or at least the first of such facilities) would be constructed on the southeast corner of the new interchange.
 - (c) Apartments: Apartments would be welcome in this Sub-district as well.
 - (1) Part of the mixed use objectives of Grand Junction.
 - (2) Also acts to attract households (consumers) to support downtown businesses.
 - (3) Needs to include high-quality architecture and massing of buildings.
 - (d) Offices: Office uses were identified as being desirable within this Sub-district; however, the group acknowledged that there is already a large amount of available

office space within the U.S. Highway 31 corridor located between Westfield and the north side of Indianapolis and that general real estate trends in our local economy may not support the construction of an office building in this area for many years.

- iv. Zoning Approval Process:
 - (a) The group recommended that the Downtown Westfield Association (most likely represented by the Grand Junction Task Group) should ultimately function as the land use committee of the Association (organized much like the Land use Committee of the Broad Ripple neighborhood Association).
 - (b) The Association could serve as an architectural review committee and provide recommendations on zoning and development petitions to the Advisory Plan Commission and the City Council.
- v. Branding/Signage (commercial/business signage):
 - (a) The group expressed an interest in requiring some level of “uniformity” and “consistency” for commercial signage through the use of materials and architectural elements.
 - (b) The use of electronic message boards should be considered:
 - (1) If used in appropriate locations;
 - (2) In an appropriate manner; and
 - (3) For appropriate purposes (e.g., to functionally weave downtown activities and events into the activities and events at Grand Park).
 - (4) Such message boards, if used, should be pedestrian oriented, not automobile oriented.
- vi. Monument Signs:
 - (a) The group suggested that when developing standards for monument signs in this Sub-district that the City study other communities to see what they have implemented. This work might provide a workable example for monument sign standards.
 - (b) The group suggested avoiding the phenomenon where the community ends up with lots of very similar monument signs, just differentiated by different words appearing on the signs.
 - (c) The group expressed a preference for having buildings include wall signs, not individual monument signs or tower signs.
 - (d) The group suggested that the current zoning restrictions on monument sign height do not appear to work too well. Shrubs planted in front of and around monument signs tend to grow up and obscure the sign faces.
- b. JUNCTION Sub-district:
 - i. State Highway 32 (Main Street) Expansion: The group began this discussion item talking about INDOT’s eventual expansion (widening and reconfiguration) of State Highway 32 (Main Street) through Grand Junction.
 - (a) The group suggested that the City (working in cooperation with other stakeholders) should to take a more formal position with INDOT to implement the preferences on the Westfield community.
 - (b) The group explained that the Grand Junction Task Group has discussed this matter at length and has, for the most part, identified its Main Street design preferences.
 - (1) The group supports the idea of formalizing the community’s design preferences through a Council resolution.
 - (2) The group identified that if State Highway 32 is narrowed, the corridor may not be able to easily accommodate the inclusion of the community’s Complete Streets program (designed to appropriately accommodate all modes of transportation, including cycle tracks and transit vehicles).

- (3) The group suggested that refining the community's design preferences may be something that the Metropolitan Planning Organization may be able to help fund, to the extent there are any drawings or engineering needed.
- ii. Existing Buildings:
 - (a) The group suggested that a list of specific buildings or building façades be developed for saving or preservation. The group was open to the idea of simply saving façades instead of entire building and noted that some of the most attractive older structures in Grand Junction are probably not internally designed in a manner that allows them to be easily used for modern commercial activities.
 - (b) The group explained that although important to the community, history is not the only important thing in Grand Junction.
- iii. Downtown Vision: The group was asked to respond to the following question: When you walk through Grand Junction, what do you want to see?
 - (a) A homey feeling.
 - (b) Building and streets with character. This is an important item that requires additional discussion. This concept came up several times during the group's discussion.
 - (c) Structures that are unique, modern, eclectic, lots of variety in architecture.
 - (d) Not all brick, but brick is certainly an acceptable building material to use, among other things. The group desires to preserve history while encouraging modern architecture.
 - (e) A pedestrian friendly environment.
 - (f) A safe, welcoming environment, easy to get around for a first-time visitor; no (or minimal) one-way streets.
 - (g) Timeless architecture.
 - (h) Buildings constructed with quality materials and quality design. This is an important item that requires additional discussion. This concept came up several times during the group's discussion.
 - (i) Good wayfinding signs (to accommodate visitors and trail users).
 - (j) The group expressed a preference for construction of real storefronts (as distinguished from the faux storefront look of Pebble Brook Village, the in-line commercial building located near the northwest corner of State Highway 32 and Little Chicago Road).
 - (k) The group agreed that the recently completed facade replacement on the Hobson Insurance Building (104 N. Union Street) in Grand Junction was a good example of the high quality of architecture and materials the groups would like to encourage.
 - (l) A place that includes visually stimulating public art.
 - (m) A place where people can and do stop, sit, talk, people watch. A place where there is a "buzz" like you feel at Bub's, located in Carmel, Indiana at 210 West Main Street.
 - (n) A place containing land uses that create the appearance of activity downtown ("stuff going on").
 - (o) Buildings that touch each other or located very close to each other. Where buildings are pulled up close to the street, like a traditional downtown street.
- iv. Land Uses: The following list of land uses are those identified by the group as desirable for downtown. They are uses that are either not yet present that the group desires to attract or uses that exist but should be expanded or increased.
 - (a) Trail-oriented businesses (e.g., bike shops, coffee shops)
 - (b) Dry cleaners
 - (c) Market
 - (d) Coffee shop

- (e) Specialty shops
- (f) "Watering holes"/gathering places
- (g) Restaurants
- (h) Office Uses (encouraged to be on upper stories)
- c. UNION Sub-district:
 - i. Residential Character:
 - (a) The group expressed an interest in preserving the residential character in this Sub-district.
 - (b) The group was open to the idea of permitting limited commercial or business uses in this area, as long as such uses would not have a detrimental impact on the residential character the group desires to preserve.
 - (c) The group was not interested in seeing significant redevelopment for commercial purposes in this Sub-district.
 - ii. Special Characteristics of Union Street:
 - (a) Older homes (19th century/early 20th century)
 - (b) Mature trees, tree-lined street
 - (c) Consistent variety in architecture
 - (d) Quality, timeless architecture
 - (e) Historic, old-town feel
 - (f) Residential character
 - (g) Use of brick and fieldstone
 - iii. Policy Objectives:
 - (a) Preserve Residential Character:
 - (1) Preserve residential character, especially on North Union Street, north of Penn Street.
 - (2) Allow limited commercial and business uses, if done in a manner so as not to detract from residential character.
 - (i) The group recommends that standards be developed to provide guidance.
 - (ii) Limited or no signage should be permitted for such commercial or business uses. Those signs that are permitted should be non-uniform in nature.
 - (b) Preservation and Enhancement of Existing Conditions:
 - (1) Encourage preservation when and where appropriate.
 - (i) More discussion is needed on this item when developing a more detailed preservation and enhancement plan/strategy.
 - (ii) These standards would apply to existing structures. Different standards would likely apply to the following activities:
 - 1. Reconstruction
 - 2. Renovation
 - 3. Alteration
 - 4. Addition
 - 5. Demolition
 - 6. Redevelopment
 - (iii) Need to determine standards, when they should apply, where they should apply and to what extent they should apply.
 - (2) The group suggests that enhancement of existing structures should be encouraged when appropriate.
 - (3) Preserve mature trees when and where appropriate.

- (4) Encourage preservation of existing setbacks when and where appropriate.
- (5) Develop architectural standards for this Sub-district.
- (6) Develop standards for fences within Grand Junction, generally, and especially within this Sub-district.
 - (i) The group suggests that the use of fences to delineate property lines and to create outdoor spaces should be permitted.
 - (ii) Standards for such fences to require ornamental fences to be used.
 - (iii) Chain link and wire fencing should be discouraged or prohibited.
- iv. Lighting Standards:
 - (a) The group suggested that this Sub-district include special lighting standards?
 - (b) The lantern concept was suggested as an option or example for lighting fixture type. This would be consistent with some of the early lighting design discussions of the Grand Junction Task Group.
- v. Front Yards: The group suggests that parcels fronting Union Street should be required to maintain grass lawns or some other form(s) of vegetation. There was a desire to avoid the use of concrete or stone as a permitted ground cover in these areas.
- vi. Other Discussion Topics:
 - (a) Access Control: The group expressed a desire to control additional direct access points along Union Street. This item will be discussed under the “Infrastructure” discussion session.
 - (b) Economic Improvement District: The group suggested that some research be completed to determine the propriety of using an Economic Development District (see IC 36-7-22). As discussed by the group, this statute permits the establishment of, for lack of a better description, an after-the-fact property owners association of already existing areas and neighborhoods.
 - (c) Demographic Trends in Our Economy: A significant number of people who are members of the “creative class” (the youngest and the brightest, and the oldest and the wisest) are renters by choice. They tend to have a preference for lifestyle and mobility over ownership and investment. They demand high services and quality of life amenities. These groups are contributing to the expected significant decline in the proportion of buyers emerging in the marketplace. By creating a vibrant downtown district, Westfield will be well positioned to attract the creative class which should bolster the local economy and help protect property values against the decrease in demand for owner-occupied housing. The group recommended creating more opportunities for multi-family rental communities within Grand Junction to provide living opportunities for the creative class.
- d. NEIGHBORHOOD Sub-district:
 - i. General Characteristics: The group identified the following general characteristics of this Sub-district:
 - (a) Newer buildings constructed in the late 20th century.
 - (b) Several existing platted residential subdivisions.
 - ii. Policy Objectives: The group identified the following policy objectives for this Sub-district:
 - (a) Existing developments within this Sub-district should be permitted to remain.
 - (b) If the areas within this Sub-district are ever redeveloped, the City should have in place standards that would apply to such redevelopment that would be consistent with the Grand Junction vision.
 - (c) If redeveloped, such areas should be encouraged for higher density housing?
 - (1) Multi-family uses should be encouraged where appropriate.
 - (2) Multi-family should be consistent with the quality and contextual sensitivity used

in J.C. Hart's Union Street Flats project located at 441 S. Union Street, Westfield, Indiana.

- (d) There was some discussion about whether access to the Neighborhood Sub-district should be permitted from Union Street. The group explained that such access does not seem desirable in the abstract, but that there may be situation where this makes sense. This item may require additional discussion going forward.
- iii. Existing Structures: The group suggested that standards be developed pertaining to the following items.
 - (a) Reconstruction: When can/should structures in this Sub-district be permitted to be reconstructed.
 - (b) Additions: When can/should additions to structures in this Sub-district be permitted to be constructed. The group identified the example of a significant addition made to the home located at 120 Mill Street, Westfield, Indiana. Although this home is located in a different Sub-district, the group expressed an interest in making sure the City takes appropriate measures to avoid increasing land assembly costs for areas where it wishes to encourage redevelopment.
 - (c) Redevelopment: When can/should areas in this Sub-district be permitted to or encouraged to redevelop.
- e. KENDALL Sub-district:
 - i. General Characteristics:
 - (a) This area will ultimately include a significant portion of the City's regional storm water detention system (designed to more efficiently detain storm water in a manner that will reduce the amount of land areas in Grand Junction consumed by numerous individual on-site storm water detention facilities).
 - (b) This Sub-district is largely undeveloped.
 - (c) Much of the developable area within this Sub-district possesses U.S. Highway 31 frontage.
 - (d) Portions of this Sub-district are located with the City's East Side TIF district. This TIF district is currently generating a significant amount of increment.
 - ii. Policy Objectives:
 - (a) The group acknowledged that there is a general expectation that with Sub-district will develop with commercial uses.
 - (1) The group would like to see medical/office uses, including ancillary retail uses.
 - (2) The group would like to discourage stand-alone retail uses.
 - (b) The group suggests that this is not an appropriate location for single-family housing, but there be some limited exceptions.
 - (c) The group expects that this Sub-district will contain more vertical buildings, with massing that addresses the U.S. Highway 31 corridor.
 - (d) The recommends high quality architecture and development standards be enacted for this area.
 - (e) The group desires to see the regional detention area developed as a publicly accessible amenity.
 - (f) The group recommend the installation of attractive landscaping between future buildings and the U.S. Highway 31 right-of-way.
 - (g) The group discussed whether this Sub-district should be governed by the U.S. Highway 31 Overlay Zone. The group recommended that this issue be thoroughly vetted at the time zoning regulations for this area are generated.

Grand Junction Discussion Outline/Items:

1. Quick review of Grand Junction Sub-district Map (see *Grand Junction District Map on Page 24*)
2. Sub-district Policy Objectives
 - a. GATEWAY SUBDISTRICT (GREEN)
 - i. U.S. Highway 31/Timing update
 - ii. Interchange Design --> most-recent info re: tower at U.S. Highway 31/State Highway 32
 - iii. McClure Oil update
 - iv. School property update
 - v. Hotel/Conference (update?) --> which corner(s)?
 - vi. Uses (types, examples) --> encouraged/discouraged?
 - vii. Massing (stories, size)
 - viii. Architecture
 - ix. Mass transit
 - x. Visitor Center
 - xi. Branding/Signage --> compliment to intersection design? infrastructure?
 - xii. Approval processes?
 - b. JUNCTION SUBDISTRICT (ORANGE)
 - i. Existing structures (reconstruction/renovation/alterations/additions/demolition/redevelopment)
 - ii. Preservation?
 - iii. Architecture
 - iv. Land Use/Mix
 - v. T-fare planned roads
 - vi. Trails?
 - vii. Downtown expansion
 - viii. Flood plain
 - ix. Development Standard
 - (a) Height
 - (b) Setbacks
 - x. Parking?
 - xi. State Highway 32 expansion
 - xii. Approval process?
 - xiii. Branding/signage
 - xiv. New build/re-build to bury power lines
 - c. UNION SUBDISTRICT (YELLOW)
 - i. Existing structures --> (reconstruction / renovation / alterations / additions / demolition / redevelopment)
 - ii. Preservation?
 - iii. Land Use
 - iv. Downtown expansion
 - v. Architecture

- vi. Development Standards
 - (a) Height
 - (b) Setbacks
- vii. Branding/Signage
- viii. History/Visceral appeal
- ix. Preserve mature trees
- x. New build/re-build to bury power lines
- xi. Distinct from Junction District?
- d. KENDALL SUBDISTRICT (BLUE)
 - i. Some existing development
 - ii. Commercial opportunity? Employment Area?
 - iii. How to deal with existing development?
 - iv. How does this area relate to GJ?
 - v. Are architectural standards and development standards important here?
 - vi. Existing Zoning
 - vii. U.S. Highway 31 Overlay Zone
- e. NEIGHBORHOOD SUBDISTRICT (PINK)
 - i. Existing Development
 - ii. Cause redevelopment?
 - iii. Or just provide a backup in case redevelopment occurs?
 - iv. Are existing land uses OK?
 - (a) Schools
 - (b) Churches
 - (c) Single-family
 - (d) Multi-family??
 - (e) Library
 - v. Are architectural standards and development standards important here?
 - vi. Existing Zoning
 - vii. U.S. Highway 31 Overlay Zone

Appendix E – Charrette 5: Infrastructure (November 20, 2012)

Meeting Summary:

1. General Comment: The group agreed that the design elements of the South Union Street streetscape project was supposed to set the tone for all of the infrastructure improvements within Grand Junction.
2. Power Lines:
 - a. The group suggests that all existing overhead power lines within Grand Junction need to be buried or go away somehow.
 - b. The group agreed that all new installations should be required to be buried.
 - c. The group suggests that this matter be studied carefully:
 - i. What would be the cost of such a venture?
 - ii. How much time will it take to make this happen?
 - iii. Who has the power to force this/make this happen?
 - d. The group believes that there is a lot of existing old junk/dead lines in the air on existing poles that should be removed.
 - e. The group identified the Sub-districts, in order of priority, in which power lines should be buried:
 - i. Junction Sub-district (orange);
 - ii. Union Sub-district (yellow);
 - iii. Gateway Sub-district (green, likely inevitable with redevelopment);
 - iv. Neighborhood Sub-district (pink); and
 - v. Kendall Sub-district (blue, likely inevitable with new development).
3. Streets:
 - a. Alleys:
 - i. The group suggests maintaining existing alleys until there is a good reason to vacate them for redevelopment (public or private) or other appropriate purpose, as long as they are not needed for access or traffic circulation.
 - ii. The group suggests that these areas could also be converted to public spaces for pedestrians or gathering places.
 - b. Transit: Transit in the City of Westfield will likely serve to basic purposes.
 - i. Local Circulation:
 - (a) The group suggests locating a bus stop (or stops) in Grand Junction (or maybe a transit hub facility in the future).
 - (b) Such a system would provide transportation opportunities for employers and employees.
 - (c) This could help the community greatly from an economic development standpoint.
 - ii. Inter-community Circulation:
 - (a) The group agreed that it may make more sense to locate the transit hub outside of Grand Junction where there is more developable land area, like in the Grand Park area or near the Indianapolis Executive Airport (near the western boundary of the City of Westfield on State Highway 32).
 - (b) This item should be studied in much greater detail:
 - (1) What effects would result from a transit hub being constructed near the Grand Park economic development area?
 - (2) What is the best strategy for stops and routes?
 - (3) There may be opportunities for transit oriented development.
 - (4) The community should plan for a transit hub. Adequate parking will be needed. This could be a land intensive venture.

4. Trails, Sidewalks and Amenities:

- a. The group agreed that the City has a pretty good trail plan. The group just desires this effort to continue full speed ahead.
- b. Grand Junction trail priorities should include:
 - i. Make improvements consistent with the South Union streetscape project within the Junction Sub-district (orange) and the Union Sub-district (yellow).
 - ii. Make improvements consistent with the South Union streetscape project to connect the Gateway Sub-district (green) to the Grand Junction Plaza.
- c. Sidewalks and curbs within the Grand Junction District should be replaced to eliminate cracked and crumbling sections.
- d. A systematic plan should be implemented to re-design all of the streetscapes in Grand Junction to be consistent with the improvements made with the South Union streetscape project.
- e. The group agreed that it would like to see the same treatment along North Union Street that was used on the South Union Street project.
- f. The group would like to see nicer planters and seating areas installed within the Grand Junction District where appropriate.

5. Main Street (State Highway 32): The group agreed that resolution needs to be obtained regarding the ultimate design and timeline of construction for the State Highway 32 widening through Grand Junction. This matter will require further discussion with INDOT and City leadership.

6. Regional Detention Facilities: The group desires to preserve, to the extent possible, the vegetation in these areas and encourages them to be designed as natural publicly-accessible amenity areas.

7. Speakers/Music: The group encourages the City to spend the extra money within the Junction Sub-district (where appropriate) and possibly the Gateway Sub-district (where appropriate) to provide speakers for music on the light poles it purchases for future street projects in the area. The group suggests the same ornamental light poles in the Union Sub-district, but without the speakers (this area is more residential in nature).

8. Landscaping:

- a. The group explained that the South Union Street streetscape improvements are intended to serve as a guide for making additional streetscape improvements throughout Grand Junction.
- b. The group explained that it has already provided the City with recommendations regarding landscaping within medians on Main Street and landscaping within Grand Junction Plaza.

9. Streetscape: The group explained that it has already provided the City with recommendations regarding the types of benches, trash cans, planters and bike racks (can also double as art, can be unique, not necessarily a uniform bike rack throughout all of Grand Junction) to be used within Grand Junction.

10. Public Art:

- a. The group sees public art as another form of public infrastructure.
- b. The group indicated that it envisions non-governmental organization heading up the public art initiative within Grand Junction. The group's preference is for the Downtown Westfield Association to play the lead role in this initiative (e.g., by forming an arts committee) with the support of the City.

11. Signage:

- a. The group envisions some form of gateway feature, arch, or some other structure being constructed over Jersey Street at the entrance to Grand Junction Plaza.

- b. The group also desires to see gateway features or monuments installed at the entrances to the Grand Junction District on North Union Street, South Union Street, east State Highway 32 and west State Highway 32.
- c. The group would also like to see repeated elements or monuments (a common branded theme) installed throughout Grand Junction. The group desires a unique design theme for Grand Junction (as opposed to the rest of the City), but prefers a consistent design theme and elements throughout Grand Junction (the South Union Street streetscape improvements should be used as the model for these improvements).
- d. The group suggested the possibility of mimicking the architectural lines of the Grand Junction Plaza stage somehow in the architectural themes, monuments and branding elements used in the Grand Junction District.

12. Traffic Management:

- a. The group agreed that traffic management within Grand Junction is worthy of further study and research.
- b. The group prioritized certain new road construction/reconstruction projects within Grand Junction:
 - i. Mill Street along Grand Junction Plaza;
 - ii. Poplar Street extension, south of Park Street;
 - iii. Jersey Street, adjacent to Grand Junction Plaza; and
 - iv. Mill Street connection to East Street, east of South Union Street.

Grand Junction Discussion Outline/Items:

1. INFRASTRUCTURE

- a. Power Lines
- b. Streets
 - i. Alleys?
 - ii. Complete Streets?
 - iii. Transit
- c. Trails
- d. Water Detention/Drainage
- e. Sidewalks
- f. Speakers (music)
- g. Lighting
- h. Irrigation
- i. Landscaping
- j. Art
 - i. Intersections
 - ii. Hydrants
 - iii. Drains
 - iv. Other?
- k. Streetscape
 - i. Benches
 - ii. Trash Cans
 - iii. Planters
 - iv. Other?
- l. Signs
 - i. Street Signs
 - ii. Thematic Monuments
 - iii. Wayfinding
 - iv. Other?
- m. Traffic Management
- n. Fiber-optics

2. PUBLIC SPACES

- a. Parks/Park Facilities
 - i. Amount
 - ii. Proximity
 - iii. Facilities/Improvements
 - iv. Encourage/Discourage
- b. Trails/Streets
- c. Other Public Facilities (Schools, City Hall, Library)
- d. Trees
 - i. Preserve

- ii. Plant New
- e. Flood Plain/Regional Detention
- f. Grand Junction Plaza
- g. Natural areas
- h. Public Art

Appendix F – Charrette 6: Public Spaces and Economic Development (November 27, 2012)

Meeting Summary:

1. PUBLIC SPACES:

- a. Parks/Public Facilities: The group began by briefly identifying and discussing the various public spaces located within Grand Junction for orientation purposes.
 - i. Old Friends Cemetery;
 - ii. Asa Bales Park;
 - iii. Natalie Wheeler/Grand Junction Trail (part of the “Midland-Monon Loop”);
 - iv. Freedom Trail Park;
 - v. Midland Trace Trail (Noblesville is starting to pave from Gray eastward);
 - vi. School Properties (several school facilities);
 - vii. Grand Junction Plaza (not yet developed);
 - viii. Hadley Park; and
 - ix. Simon Moon Park/Sledding Hill (in close proximity to Grand Junction).
- b. Policy Objectives:
 - i. Some members of the group suggested that the City consider promoting and/or re-naming trails to “Monon Loop” or similar. There is a perception among some of the group members that there are too many trail names, which might be confusing to visitors.
 - ii. The group recommends using the planned regional detention basin (natural areas that aren’t developable) as public park space. It is recommended that the City acquire title to as much of the detention facility land as possible for this use.
 - iii. The group is supportive of moving Hadley Park to another location so that the land can be creatively re-purposed for some productive development purpose.
 - iv. The group re-confirmed its interest in connecting the south and north sides of the Grand Junction Trail via a tunnel under State Highway 32.
 - v. The group believes that the amount of parks and public spaces we have/we have planned within the Grand Junction District is enough.
 - vi. The group believes that the location and proximity of parks and public spaces within the Grand Junction District are good.
- c. Function
 - i. Grand Junction Plaza function: There has already been a bit of work done by the Downtown Westfield Association in cooperation with the City to outline potential seasonal uses in the Plaza.
 - ii. The group recommends that the floodplain within the regional detention facility area be preserved or maintained as natural publicly accessible open space.
- d. Trails/Streets: The group recommends an additional dedicated trail connection from Grand Junction to Grand Park (for motorized vehicles, but not cars, desire some kind of transit connecting Grand Junction to Grand Park).
- e. Other Public Facilities:
 - i. The group expressed a desire to eventually construct a signature Municipal Building (City Hall/Library/Post Office/School Offices/Other?) near Grand Junction Plaza.
 - ii. The group identified that the existing City Hall property would be a valuable option to attract new development to downtown.
- f. Trees:
 - i. The group expressed that it believes the City’s existing tree planting and preservation efforts are good.

- ii. The group supports a policy of staggered tree growth/planting so that public trees are not all planted at the same time.
- g. Public Art:
 - i. The group suggests that public art is important in Grand Junction. It creates visual interest, which is good for economic development and placemaking.
 - ii. The group recommends that an arts committee (ideally within the Downtown Westfield Association) be established to guide the City's public art initiatives. It is recommended that this committee include a broad spectrum of people, including artists, historians and others).
 - iii. The group suggests that public art should be funded by both public and private sources of capital.
 - iv. The group suggests that public art should:
 - (a) Reflect Westfield history (but maybe not always);
 - (b) Support local artists;
 - (c) Show that Grand Junction is "alive;" and
 - (d) Be ever-changing.
 - v. The group briefly identified examples of existing art located in Grand Junction at the time of this plan:
 - (a) Red Man (paid for by DWA);
 - (b) Asa Bales entrance sculpture (paid for by City);
 - (c) Pharmacy mural (paid for by City); and
 - (d) Anderson Corporation sculpture (paid for by the Anderson Corporation).

2. ECONOMIC DEVELOPMENT:

- a. Overarching Priorities: The group identified the three overarching priorities/obstacles related to Grand Junction as identified in a previous developer input charrette:
 - i. Attract as many new households within walking distance of downtown as soon as possible.
 - ii. Land assembly represents a significant obstacle, unknown, risk for developers desiring to develop or redevelop land in Grand Junction.
 - iii. It is difficult to developers to obtain capital for redevelopment project like the ones desired within Grand Junction. Part of this has to do with the current lending environment and part of it has to do with the many additional contingencies associated with redevelopment project that are often not as pronounce in greenfield development projects.
- b. Economic Development Functions: The group briefly reviewed the primary economic development functions for orientation purposes.
 - i. Business Retention:
 - (a) As related to Grand Junction, this would involve efforts to retain existing commercial enterprises in Grand Junction.
 - (b) This would also likely involve working with existing building owners and business owners to make sure Grand Junction remains an attractive destination for downtown businesses to thrive.
 - (c) For instance, the adequate availability of parking was identified by the group as an issue that should be studied in more detail to ensure that downtown customers have good parking opportunities (especially in the northeast quadrant of State Highway 32 and Union Street). There is at least a perception that there is not adequate parking available. The group suggested that a parking study should be completed.

- ii. New Development Attraction: As related Grand Junction, new development attraction would likely take the form of developing strategies and implementing plans for attraction of:
 - (a) New single-family residential developments/lots;
 - (b) New multi-family developments/units; and
 - (c) New commercial/office/business/retail uses/structures.
- iii. Business Expansion: This concept involves working with existing local businesses to determine ways to encourage or incentivize business development and expansion. Generally speaking, most new jobs are generated from these efforts in a growing local economy. This activity is sometime referred to as economic gardening.
- c. Incentives:
 - i. TIF District: Much of the Grand Junction district is located within the Grand Junction TIF District. The City is in the process of re-evaluating its TIF districts to ensure that they appropriately include parcels that will ultimately be developed for non-residential or multi-family purposes. There are numerous downtown public infrastructure projects and land acquisitions needed for which TIF revenues can be used. As more development occurs within the Grand Junction TIF District, there will be greater opportunities for public improvements.
 - ii. Tax Abatements: Abatements should be used sparingly within TIF districts, because every dollar abated is a dollar that will not be captured as increment. This undermines the purpose of establishing a TIF district. However, in certain instances, it may sense to provide abatements within a TIF district, especially if by doing so, an element of the Grand Junction vision is substantially advanced.
 - iii. Impact Fees: The group discussed the possibility of reducing impact fees within the Grand Junction District as an incentive to encourage development and redevelopment in downtown. As discussed this could include road impact fees, park impact fees, water and sanitary sewer connection and availability fees (technically, these water and sewer fees are not impact fees, but they are similar and for that reason they were included for the purpose of this discussion).
 - (a) Water and Sewer Fees: The group noted that, provided the City's water and sewer utilities are successfully transferred to Citizens Energy Group (in process at the time of this plan preparation), water and sewer development fees will likely be greatly reduced or eliminated by the end of 2013.
 - (b) Road and Park Impact Fees: The group suggested that additional impact fees might not be needed as much in the Grand Junction area because most of the parks in the area have already been developed and so has most of the road infrastructure. However, the group noted that in response to the growth the Grand Junction initiative is designed to create, it is expected that additional park and road improvements will be needed. These fees are an essential component of how the City of Westfield financially responds to the impact of new development and the increased demands created by such new development.
- d. Economic Development Strategy Going Forward: The group suggests that the following items should be the top economic development priorities in Grand Junction:
 - i. Attract New Households: Identify development/redevelopment opportunities that will provide additional households within walking distance of downtown. This was identified as one of the top priorities in an earlier planning exercise and continues to be very important and desirable for the success of the Grand Junction vision.
 - ii. Build Grand Junction Plaza. The group feels that this is essential for the success of the Grand Junction District. The group believes that downtown Westfield needs a central public gathering/hosting space to attract economic development in downtown

Westfield. This will be especially important for attracting visitors to Grand Junction, many of whom are expected with the opening of the Grand Park sports tournament/tourism venue.

- e. Redevelopment of Southwest Corner of State Highway 32 and Union Street:
 - i. This area has been heavily discussed over the last three or four years as the Grand Junction Task Group (now incorporated within the Downtown Westfield Association) developed schematic plans with the City's support for the Grand Junction Plaza (the "Plaza"), including certain improvements/buildings to be located along the south side of State Highway 32 and west of South Union Street (the "Plaza Buildings").
 - ii. The group believes that the businesses in the Plaza Buildings will thrive because of their proximity to the Plaza. The group also suggests that the Plaza will thrive because of its proximity to the Plaza Buildings and the businesses therein.
 - iii. Members of the group have independently explored the concept of attracting a "master developer" to construct the Plaza Buildings and possibly participate in or facilitate the construction of the Plaza.
- f. Promotion/Marketing of Grand Junction:
 - i. To date, the promotion and marketing of the Grand Junction area has been a collaborative effort between the City, the Downtown Westfield Association (and its individual members) and the Chamber of Commerce.
 - ii. The group recommends that Grand Junction branding needs to be completed and such themes/elements should be included in promotion and marketing of downtown Westfield.
 - iii. The group feels strongly that the community needs to get the word out that Grand Junction is open for business. The group noted a good example of this type of activity with the formation of Grand Junction Properties, a real estate group formed by Curt Whitesell with a focus on Grand Junction real estate and business real estate needs.
- g. Facade Improvement: The group identified the Facade Improvement Program, created by the Westfield City Council in 2010, as a useful tool to incentivize aesthetic improvement of the Grand Junction area. Essentially, the program is a 50/50 matching grant for external building and property improvement within the Grand Junction area. The maximum allowable match per year is \$5,000.
 - i. The group acknowledged that this tool has been a very effective one at improving the appearance of downtown.
 - ii. The group suggested that the program be reviewed to determine whether the award criteria provide enough opportunities to incentivize improvement and to ensure that the program is adequately funded to maximize meaningful aesthetic improvements downtown.
 - iii. The group also suggested that the boundaries establishing geographic eligibility for the facade program be reviewed to determine if it makes sense for it to relate more to the Sub-district boundaries contemplated in this plan.
 - iv. The group suggested that more can be done to promote the facade grant program.

Grand Junction Discussion Outline/Items:

1. PUBLIC SPACES

- a. Parks/Park Facilities
 - i. Existing and Planned
 - (a) Old Friends Cemetery Park
 - (b) Asa Bales Park
 - (c) Natalie Wheeler/Grand Junction Trail
 - (d) Freedom Trail Park
 - (e) Midland Trace Trail
 - (f) School Properties
 - (g) Grand Junction Plaza
 - (h) Fish Property?
 - ii. Amount
 - iii. Proximity
 - iv. Function
 - v. Facilities/Improvements
 - vi. Encourage/Discourage
- b. Trails/Streets
- c. Other Public Facilities (Schools, City Hall, Library)
- d. Trees
 - i. Preserve
 - ii. Plant New
- e. Flood Plain/Regional Detention
- f. Grand Junction Plaza
- g. Natural areas
- h. Public Art

2. ECONOMIC DEVELOPMENT

- a. Previously Identified Priorities (Developer Charrette)
 - i. New households within walking distance
 - ii. Land assembly
 - iii. Access to capital
- b. Economic Development Functions
 - i. New Development
 - (a) Residential SF (no comps)
 - (b) Residential MF
 - (c) Commercial
 - ii. Business Retention
 - iii. Business Expansion (Economic Gardening)
- c. Discussion Topics
 - i. DWA/City Roles
 - ii. Incentives
 - iii. Strategy
 - iv. RFP
 - v. Promotion/Marketing
 - vi. Facade Improvement Program
 - vii. Leased City-Owned Properties

Appendix G – Charrette 7: Review and Top Ten Priorities (December 18, 2012)

Meeting Summary:

In preparation for this charrette the Economic and Community Development Department prepared a consolidated list of all planning objectives identified in previous planning works related to Grand Junction and throughout the six preceding Grand Junction Implementation Plan Charrettes. The primary purpose of Charrette #7 is to review the various Grand Junction planning objectives and to prioritize them in order to develop a coherent and targeted strategy for accomplishing the Grand Junction vision.

The priorities identified by the group will be assembled into a recommendation to the City leadership (in the form of a comprehensive plan amendment, the “Grand Junction Implementation Plan, 2013”) for its consideration and approval. The product of this work is intended to provide guidance to the various decision-makers and stakeholder organizations in their efforts to accomplish the Grand Junction vision.

As contemplated by the group, this planning exercise would be initiated again in the fourth quarter of 2013. During this process, this plan is intended to be reviewed, accomplishments should be measured, remaining goals/objectives should be evaluated and new goals/objectives may be identified for 2014. It is anticipated that the product of future planning activities related to updating this Implementation Plan would also take the form of comprehensive plan amendments.

Grand Junction Discussion Outline/Items:

History and Branding

- ☐ Create/Clearly Establish the Grand Junction Brand.
- ☐ Design a Grand Junction logo/bug/mark.
- ☐ Develop a slogan for Grand Junction.

Decorations

- ☐ Create opportunities for over-street banners to promote Grand Junction events.
- ☐ Improve/enhance/expand use of hanging basket planters and the cross-arms used to hang them within Grand Junction.
- ☐ Purchase and install new and enhanced landscaping planters in Grand Junction (provide more of them and provide for public seating).
- ☐ Install new decorative light poles.
- ☐ Install attractive street furniture.
- ☐ Provide more and improved seasonal decorations within Grand Junction.

Special Events

- ☐ Recruit more involvement/volunteering from residents within Grand Junction and throughout the community.
- ☐ Recruit more organizations than just DWA and the City to host community events in Grand Junction.
- ☐ Develop better coordination with other community organizations (Schools, local sports groups, etc.) regarding event scheduling/timing conflicts.
- ☐ Host at least one special event in Grand Junction every month of the year.
- ☐ Focus on improving the public events that are already hosted in Grand Junction.
- ☐ Develop a stronger partnership with the schools in hosting/promoting public events.

Zoning

- ☐ GATEWAY SUBDISTRICT (Green)
 - ☐ Develop architectural and development standards for the Gateway Subdistrict.
 - ☐ Develop strategy for attracting/encouraging the following land uses within the Gateway Subdistrict: hotel; hotel/conference center; apartments; and offices.
 - ☐ Develop DWA review process for the Gateway Subdistrict.
 - ☐ Develop commercial sign standards for the Gateway Subdistrict.
- ☐ JUNCTION SUBDISTRICT (Orange)
 - ☐ Develop architectural and development standards for the Junction Subdistrict.
 - ☐ Formalize a position with INDOT regarding State Highway 32 expansion through Grand Junction
 - ☐ Develop standards to address modifications to existing structures.
 - ☐ Develop DWA review process for the Junction Subdistrict.
 - ☐ Develop strategy for attracting/encouraging the following land uses within the Junction Subdistrict: trail-oriented businesses (i.e., bike shop, coffee shop); dry cleaner; market; coffee shop; specialty shops; night-time gathering places; restaurants; offices (not at street level).
- ☐ UNION SUBDISTRICT (Yellow)
 - ☐ Develop standards to address modifications to existing structures.
 - ☐ Develop standards for new development (setbacks, architecture, etc.) in the Union Subdistrict.
 - ☐ Develop standards/strategy to encourage property enhancements on Union Street.
 - ☐ Develop standards for mature tree preservation on Union Street parcels.
 - ☐ Develop fence standards applicable to Union Street parcels.
 - ☐ Develop enhanced lighting standards for Union Street parcels.
 - ☐ Develop grass lawn/vegetation requirements for Union Street parcels.
 - ☐ Develop right-of-way access control standards along Union Street.
- ☐ NEIGHBORHOOD SUBDISTRICT (Pink)
 - ☐ Develop vision and standards for future redevelopment of the Neighborhood Subdistrict.
 - ☐ Develop standards for existing structures in the Neighborhood Subdistrict.
- ☐ KENDALL SUBDISTRICT (Blue)
 - ☐ Develop strategy for attracting/encouraging medical/office commercial uses in the Kendall Subdistrict.
 - ☐ Implement standards that would prevent/discourage stand-alone retail within the Kendall Subdistrict.
 - ☐ Implement standards that would prevent/discourage single-family residential uses in the Kendall Subdistrict.
 - ☐ Develop standards/policies that would encourage vertical buildings in the Kendall Subdistrict.
 - ☐ Develop architectural standards for the Kendall Subdistrict.
 - ☐ Develop landscaping standards for the area between future buildings and U.S. Highway 31.
 - ☐ Determine the extent to which the U.S. Highway 31 Overlay Zone is appropriate to apply to the Kendall Subdistrict.

Infrastructure

- ☐ Bury power lines.
- ☐ Develop policy for disposition/repurposing of existing alley property (where appropriate).
- ☐ Develop transit circulation plan as related to Grand Junction and how it connects to the system beyond.
- ☐ Develop standards to encourage transit-oriented development.
- ☐ Continue to expand/enhance the trail network within the Grand Junction.
- ☐ Create pedestrian connections between the Gateway Subdistrict and the Grand Junction Plaza.
- ☐ Install same South Union streetscape treatment in future sidewalk/curb/roadside trail projects on North Union Street and other strategic places within Grand Junction.
- ☐ Design drainage/floodplain areas as amenities and natural areas. Develop the regional detention area south of the Midland Trace Trail corridor as a downtown amenity.
- ☐ Develop plan and install new streetscape amenities including but not limited to benches, trash cans, planters, hanging baskets, bike racks, street lights (including irrigation and speakers where appropriate).
- ☐ Develop plan and install unique public signage/design theme for Grand Junction (as opposed to the rest of the City).
- ☐ Install planned new roads within the Junction and Kendall Subdistricts (*see Grand Junction District Map on Page 24*).

Public Spaces

- ☐ Review/revise trail names within Grand Junction to help with marketing/wayfinding (needs to be visitor-friendly).
- ☐ Develop strategy for reuse/repurposing of Hadley Park.
- ☐ Connect Grand Junction Trail to Asa Bales Park by installing a tunnel under State Highway 32.
- ☐ Develop and implement a plan for a dedicated trail connection between Grand Junction and Grand Park for motorized (non-car) vehicles.
- ☐ Develop centralized municipal building near Grand Junction Plaza.
- ☐ Develop redevelopment plan for existing City Hall property and other adjacent City-owned property.
- ☐ Establish a staggered (staggered in age/maturity) tree growth/planting program within Grand Junction public places.
- ☐ Build Grand Junction Plaza.
- ☐ Develop a plan for the function (seasonal uses) of the Grand Junction Plaza.
- ☐ Formalize strategy, plan and organization to provide for public art improvements throughout Grand Junction.
- ☐ Develop and implement a plan to convert certain public infrastructure (manhole covers, sewer grates, fire hydrants, bridges, sidewalks, intersections, etc.) into pieces of public art.

Economic Development

- ☐ Develop strategy and policies to attract as many households to locate within walking distance of downtown.
- ☐ Continue City land assembly activities to facilitate development and redevelopment in Grand Junction.
- ☐ Develop/refine strategy for business retention, expansion and development in Grand Junction.
- ☐ Develop Grand Junction parking plan.
- ☐ Amend/Revise Grand Junction Economic Development Area (TIF District) to include some missing properties and remove land acquired by State.
- ☐ Invite developer proposals for the redevelopment of parcels north of Grand Junction Plaza.
- ☐ Develop and implement a plan for promotion/marketing of Grand Junction.
- ☐ Continue (and consider expanding) the City's Facade Improvement Program.
- ☐ Consider/explore concept of creating an Economic Improvement District.

Grand Junction Implementation Plan - Top 10 Priorities:

History and Branding

1. Create/Clearly Establish the Grand Junction Brand. Design a Grand Junction logo/bug/mark. Develop a slogan for Grand Junction.

Zoning

2. Gateway Sub-district (green)
 - ☐ Develop architectural and development standards for the Gateway Subdistrict.
 - ☐ Develop strategy for attracting/encouraging the following land uses within the Gateway Subdistrict: hotel; hotel/conference center; apartments; and offices.
 - ☐ Develop DWA review process for the Gateway Subdistrict.
 - ☐ Develop commercial sign standards for the Gateway Subdistrict.
3. Junction Sub-district (orange)
 - ☐ Develop architectural and development standards for the Junction Subdistrict.
 - ☐ Formalize a position with INDOT regarding State Highway 32 expansion through Grand Junction
 - ☐ Develop standards to address modifications to existing structures.
 - ☐ Develop DWA review process for the Junction Subdistrict.
 - ☐ Develop strategy for attracting/encouraging the following land uses within the Junction Subdistrict: trail-oriented businesses (i.e., bike shop, coffee shop); dry cleaner; market; coffee shop; specialty shops; night-time gathering places; restaurants; offices (not at street level).

Infrastructure

4. Develop transit circulation plan as related to Grand Junction and how it connects to the system beyond. Continue to expand/enhance the trail network within the Grand Junction. Create pedestrian connections between the Gateway Subdistrict and the Grand Junction Plaza. Develop and implement a plan for a dedicated trail connection between Grand Junction and Grand Park for motorized (non-car) vehicles.
5. Design drainage/floodplain areas as amenities and natural areas. Develop the regional detention area south of the Midland Trace Trail corridor as a downtown amenity.
6. Develop plan and install new streetscape amenities including but not limited to benches, trash cans, planters, hanging baskets, bike racks, street lights (including irrigation and speakers where appropriate).

Public Spaces

7. Build Grand Junction Plaza.

Economic Development

8. Develop strategy and policies to attract as many households to locate within walking distance of downtown.
9. Continue City land assembly activities to facilitate development and redevelopment in Grand Junction.
10. Develop Grand Junction parking plan.

Appendix H – Suggested Action Items from Advisory Plan Commission Public Hearing

The following action items were suggested during the Advisory Plan Commission public hearing for the Grand Junction Implementation Plan 2013 on July 1, 2013. These additional comments have been incorporated as an appendix to the Implementation Plan so that they may be considered as work begins on the Grand Junction Implementation Plan 2014 in the fall of 2013.

Summary of Comments:

1. Consider creating an advisory group or commission made up of people from the community to provide oversight on historic and cultural preservation.
2. As work continues on the Grand Junction initiative, continue treating citizens and history with respect. Consider better methods of communication among the different groups involved in and affected by the initiative.
3. Consider incorporating (or clarifying) the following themes in Grand Junction initiatives going forward: pride, charm and respect for our history.



***City Council Meeting
June 26, 2014
Agenda Item Transmittal***

Agenda Item #: 7
Agenda Title: Consider introducing Ordinance 2014-10 approving the abandonment of a portion of Wren Way west of Jason Drive.

Council Action to be taken: Consider introduction of Ordinance 2014-10

Initiating Department: Planning and Development

Staff Contact: Bob van Til, Director

1. INTRODUCTION/PURPOSE

This item is to consider abandoning a portion of the right of way of Wren Way west of Jason Drive.

2. DESCRIPTION/ JUSTIFICATION

Mr. Swonke requested the abandonment. Mr. Swonke lives south of the ROW. His address is 2007 Jason Drive.

Mr. Swonke had the land surveyed and submitted an application for consideration by the City.

ROW must be abandoned by ordinance. Ordinance 2014-10 is attached for your consideration. When ROW is abandoned one-half of the land is conveyed to one adjacent property owner and the other half will be conveyed to the other adjacent property owner.

There are no city utilities in the ROW. However, there is a gas line. It runs in an east-westerly direction. The ordinance abandons the ROW but retains a utility easement.

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

The DRC reviewed the application and recommended that the ROW be abandoned to the adjacent property owners. However, a utility easement should be retained.

The Planning and Zoning Commission reviewed this application during their regular meeting on June 10, 2014. They forwarded a recommendation to approve the ordinance abandoning the right of way but retaining the utility easement.

6. REFERENCE FILES

7a. [Ordinance 2014-10](#)

7b. [Maps](#)

ORDINANCE NO. 2014-10

AN ORDINANCE OF THE CITY OF TAYLOR, TEXAS, VACATING A PORTION OF WREN STREET RUNNING GENERALLY EAST AND WEST BETWEEN LOT 4, BLOCK 4 AND LOT 11 BLOCK 5, GENE SEFCIK SUBDIVISION, SECTION TWO, A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT RECORDED IN CABINET "D", SLIDE 60 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, FOR USE AS A STREET, BUT RETAINING A PUBLIC UTILITY EASEMENT ON THE PORTION VACATED FOR STREET USE; AND PROVIDING A SAVINGS CLAUSE

WHEREAS, the City of Taylor, Texas, ("City"), desires to vacate a portion of Wren Street, as dedicated for use as a street, being 0.239 acres, generally running east and west between Lot 4, Block 4 and Lot 11, Block 5 in the Gene Sefcik Subdivision, Section Two, recorded in Cabinet D, Slide 60 of the Plat Records in Williamson County Texas, described in Exhibit "A" attached hereto and by reference incorporated herein ("Wren"); and

WHEREAS, the City shall retain a public utility easement on Wren and this Ordinance shall not abandon Wren for use as a public utility easement ("PUE") and this Ordinance vacates Wren only for use as a public street; and

WHEREAS, the Planning and Zoning Commission, after a public meeting held June 10, 2014, recommended that the Council approve abandonment of Wren for use as a street and that a PUE be retained; and

WHEREAS, based upon the recommendation, the Taylor City Council hereby abandons Wren for use as a street but retains Wren as a PUE.

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

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

SECTION 2. The City Council of the City of Taylor, Texas, does hereby vacate Wren as described in Exhibit "A" as a street, save and except a Public Utility Easement is retained on Wren as described in Exhibit "A".

SECTION 3. The filing of a copy of this Ordinance in the official records of Williamson County, Texas, will evidence the abandonment of the Wren Street right of way granted by this Ordinance and release of the abandoned Street to the adjoining property owners according to the centerline, subject to the Public Utility Easement retained by the City.

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

In accordance with Article VIII, Section 1, of the City Charter, Ordinance No. 2014-_____ was introduced and a public hearing was held before the Taylor City Council on the 12th day of June, 2014.

PASSED, APPROVED, and ADOPTED on the _____ day of June, 2014.

Jesse Ancira, Jr, Mayor

ATTEST:

Susan Brock, City Clerk

APPROVED AS TO FORM:

Ted W. Hejl, City Attorney

CERTIFICATE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

I, Susan Brock, being the City Clerk of the City of Taylor, Texas, do hereby certify that the attached is a true and correct copy of Ordinance No. 2014-_____, passed and approved by the City Council of the City of Taylor, Texas, on the _____ day of _____, 2014, and such Ordinance was duly introduced, passed, approved and adopted at meetings open to the public and notices of the meetings, giving the dates, places, and subject matter thereof, were posted as prescribed by Government Code Section 551.043.

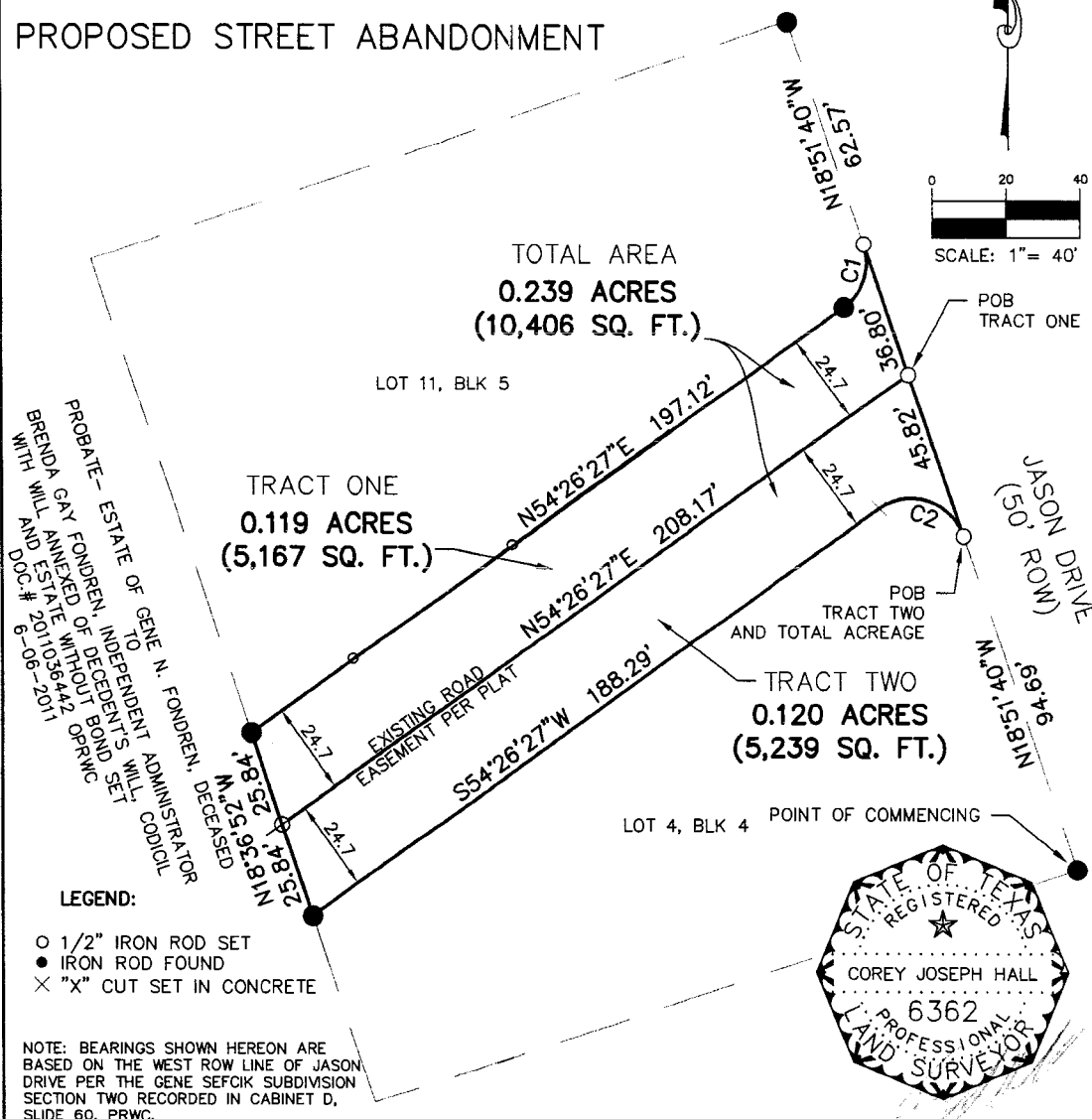
Witness my hand and seal of office this the _____ day of _____, 2014.

Susan Brock
City Clerk

EXHIBIT A

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD BEARING	CHORD DISTANCE
C1	18.81	15.00	071°51'05"	10.87	N17°39'51"E	17.60
C2	27.63	15.00	105°33'12"	19.75	N72°10'14"W	23.89

PROPOSED STREET ABANDONMENT



THIS IS TO CERTIFY THAT, ON THIS DATE, A TRUE AND ACCURATE SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION OF PROPERTY LOCATED ON JASON DRIVE, CITY OF TAYLOR, IN WILLIAMSON COUNTY, TEXAS, DESCRIBED AS FOLLOWS: PROPOSED STREET ABANDONMENT OF EXISTING 0.239 ACRE ROAD EASEMENT, OUT OF THE GENE SEFCIK SUBDIVISION, SECTION TWO, A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT RECORDED IN CABINET "D", SLIDE 60 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS.

FLOOD NOTE:

THE PROPERTY DEPICTED HEREON IS NOT WITHIN A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY; THE FLOOD AREA BEING IDENTIFIED ON F. I. R. M. PANEL NO. 48491 C535E EFFECTIVE 9-26-2008 LOCATED IN ZONE "X".

NOTE: THIS TRACT IS SUBJECT TO EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS AND RIGHT TO CREATE ADDITIONAL PUBLIC UTILITY EASEMENTS, IF ANY, ACROSS SUBJECT PROPERTY AS SHOWN IN CABINET "D", SLIDE 60 PRWC.

TO: CITY OF TAYLOR

RE: SWONKE, PROJ. NO. 14-158

NOTE: NO TITLE COMMITMENT SUPPLIED OR REVIEWED FOR THIS PROJECT. PARTIES TO THIS TRANSACTION ARE RESPONSIBLE FOR VERIFICATION OF ALL EASEMENTS, COVENANTS AND CONDITIONS WHICH MAY AFFECT THIS TRACT BUT ARE NOT SHOWN HEREON.

SURVEYORS CERTIFICATE

THE PLAT SHOWN HEREON IS A TRUE, CORRECT AND ACCURATE REPRESENTATION OF THE PROPERTY AS DETERMINED BY SURVEY, THE LINES AND DIMENSIONS OF SAID PROPERTY BEING AS INDICATED BY THE PLAT; THE SIZE, LOCATION AND TYPE OF BUILDINGS ARE AS SHOWN, ALL IMPROVEMENTS BEING WITHIN THE BOUNDARIES OF THE PROPERTY, SET BACK FROM THE PROPERTY LINES THE DISTANCES INDICATED. THERE ARE NO ENCROACHMENTS, CONFLICTS OR PROTRUSIONS, EXCEPT AS SHOWN HEREON, AND SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY.

DATE: APRIL 8, 2014

BRYAN TECHNICAL SERVICES, INC.



911 NORTH MAIN
TAYLOR, TX 76574

FIRM No. 10128500

surveying@austin.tx.com
bryantechnicalservices.com

PHONE: (512) 352-9090
FAX: (512) 352-9091

PROPOSED ROAD ABANDONMENT OF 0.239 ACRES

These notes describe that certain "0.239 Acres" of land situated in the **GENE SEFCIK SUBDIVISION**, recorded in Cabinet "D", Slide 60 of the Plat Records, Williamson County, Texas; subject tract being all of a called "Road Easement" on the West side of Jason Drive of said subdivision; being surveyed on the ground under the direct supervision of Corey Joseph Hall, Registered Professional Land Surveyor No. 6362, on April 8, 2014; subject tract being more fully described as follows {Bearings described herein are based on the West Right-of-Way (50 feet wide) of Jason Drive per said plat};

COMMENCING at a 1/2" Iron Rod found in the West Right-of-Way of said Jason Drive at the Southeast corner of Lot 4, Block 4 of said subdivision; THENCE North $18^{\circ}51'40''$ West with said West line of Jason Drive and the East line of said "Lot 4, Block 4", a distance of 94.69 feet, to a 1/2" Iron Rod with an orange plastic cap stamped "Bryan Tech Services" set at the Southeast corner of said "Road Easement", being the Point of Curvature for a curve to the left, and marking the **PLACE OF BEGINNING** and Southeast corner of herein described tract;

THENCE with a said curve to the left, with a central angle of $105^{\circ}33'12''$, a radius of **15.00 feet**, a tangent of 19.75 feet, and an arc length of 27.63 feet, whose chord bears North $72^{\circ}10'14''$ West, with a distance of 23.89 feet, to an "X" cut set in concrete driveway, and marking the Point of Tangency of herein described tract;

THENCE South $54^{\circ}26'27''$ West, with the Northerly line of said "Lot 4, Block 4" and the Southerly line of said "Road Easement", a distance of **188.29 feet** {188.29 feet}, to a 1/2" Iron Rod found in the East line of a called "Fondren" tract conveyed in a Probate from the Estate of Gene N. Fondren, Deceased to Brenda Gay Fondren, Independent Administrator with will annexed of decedent's will, codicil and estate without bond set, dated 6-06-2011 and recorded in Document No. 2011036442 of the Official Public Records, Williamson County, Texas (OPRWC), being the Northwest corner of said "Lot 4, Block 4", the Southwest corner of said "Road Easement", and marking the Southwest corner of herein described tract;

THENCE North $18^{\circ}36'52''$ West, with the Easterly line of said "Fondren" tract and the Westerly line of said "Road Easement", a distance of **51.68 feet** {52.29 feet}, to a 1/2" Iron Rod found at the Southwest corner of "Lot 11, Block 5" of said subdivision, being the Northwest corner of said "Road Easement", and marking the Northwest corner of herein described tract;

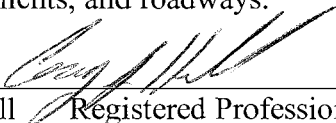
THENCE North $54^{\circ}26'27''$ East, with the Southerly line of said "Lot 11, Block 5" and the Northerly line of said "Road Easement", a distance of **197.12 feet** {197.05 feet}, to a 1/2" Iron Rod found at the Point of Curvature of a curve to the left, and marking a Southeasterly corner of herein described tract;

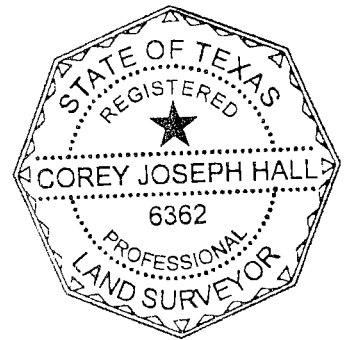
THENCE with a said curve to the left, with a central angle of $71^{\circ}51'05''$, a radius of **15.00 feet**, a tangent of 10.87 feet, and an arc length of 18.81 feet, whose chord bears North $17^{\circ}39'51''$ East, with a distance of 17.60 feet, to a 1/2" Iron Rod with an orange plastic cap stamped "Bryan Tech Services" set in the West Right-of-Way of said Jason Drive at the upper Southeast corner of said "Lot 11, Block 5", the Northeast corner of aforesaid "Road Easement", and marking the non-tangent Northeast corner of herein described tract;

THENCE South $18^{\circ}51'04''$ East, with the said West line of Jason Drive and the East line of said "Road Easement", a distance of **82.62 feet** {83.55 feet}, to the **PLACE OF BEGINNING**, containing according to the dimensions herein stated, an area of **0.239 Acres (10,406 Square Feet)**.

Surveyor's Note:

- Attention is invited to accompanying plat for location of improvements, visible utilities, encroachments, and roadways.

Corey Joseph Hall  Registered Professional Land Surveyor No. 6362



APRIL 8, 2014

PROPOSED ROAD ABANDONMENT OF 0.120 ACRES

These notes describe that certain "0.120 Acres" of land situated in the **GENE SEFCIK SUBDIVISION**, recorded in Cabinet "D", Slide 60 of the Plat Records, Williamson County, Texas; subject tract being all of a called "Road Easement" on the West side of Jason Drive of said subdivision; being surveyed on the ground under the direct supervision of Corey Joseph Hall, Registered Professional Land Surveyor No. 6362, on April 8, 2014; subject tract being more fully described as follows {Bearings described herein are based on the West Right-of-Way (50 feet wide) of Jason Drive per said plat};

COMMENCING at a 1/2" Iron Rod found in the West Right-of-Way of said Jason Drive at the Southeast corner of Lot 4, Block 4 of said subdivision; **THENCE** North $18^{\circ}51'40''$ West with said West line of Jason Drive and the East line of said "Lot 4, Block 4", a distance of 94.69 feet, to a 1/2" Iron Rod with an orange plastic cap stamped "Bryan Tech Services" set at the Southeast corner of said "Road Easement", being the Point of Curvature for a curve to the left, and marking the **PLACE OF BEGINNING** and Southeast corner of herein described tract;

THENCE with a said curve to the left, with a central angle of $105^{\circ}33'12''$, a radius of **15.00 feet**, a tangent of 19.75 feet, and an arc length of 27.63 feet, whose chord bears North $72^{\circ}10'14''$ West, with a distance of 23.89 feet, to an "X" cut set in concrete driveway, and marking the Point of Tangency of herein described tract;

THENCE South $54^{\circ}26'27''$ West, with the Northerly line of said "Lot 4, Block 4" and the Southerly line of said "Road Easement", a distance of **188.29 feet** {188.29 feet}, to a 1/2" Iron Rod found in the East line of a called "Fondren" tract conveyed in a Probate from the Estate of Gene N. Fondren, Deceased to Brenda Gay Fondren, Independent Administrator with will annexed of decedent's will, codicil and estate without bond set, dated 6-06-2011 and recorded in Document No. 2011036442 of the Official Public Records, Williamson County, Texas (OPRWC), being the Northwest corner of said "Lot 4, Block 4", the Southwest corner of said "Road Easement", and marking the Southwest corner of herein described tract;

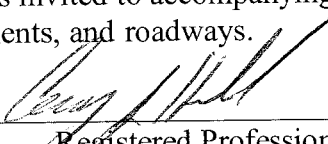
THENCE North $18^{\circ}36'52''$ West, with the Easterly line of said "Fondren" tract and the Westerly line of said "Road Easement", a distance of **25.84 feet**, to a 1/2" Iron Rod with an orange plastic cap stamped "Bryan Tech Services" set marking the Northwest corner of herein described tract; For Reference, a 1/2" Iron Rod found at the Southwest corner of "Lot 11, Block 5" and the Northwest corner of said "Road Easement" bears North $18^{\circ}36'52''$ West, 25.84 feet;

THENCE North $54^{\circ}26'27''$ East, over and across said "Road Easement", a distance of **208.17 feet**, to a 1/2" Iron Rod with an orange plastic cap stamped "Bryan Tech Services" set in the West Right-of-Way of said Jason Drive and the East line of said "Road Easement" marking the Northeast corner of herein described tract;

THENCE South 18°51'04" East, with the said West line of Jason Drive and the East line of said "Road Easement", a distance of **45.82 feet**, to the **PLACE OF BEGINNING**, containing according to the dimensions herein stated, an area of **0.120 Acres (5,239 Square Feet)**.

Surveyor's Note:

- Attention is invited to accompanying plat for location of improvements, visible utilities, encroachments, and roadways.

Corey Joseph Hall  Registered Professional Land Surveyor No. 6362



APRIL 8, 2014

PROPOSED ROAD ABANDONMENT OF 0.119 ACRES

These notes describe that certain "0.119 Acres" of land situated in the **GENE SEFCIK SUBDIVISION**, recorded in Cabinet "D", Slide 60 of the Plat Records, Williamson County, Texas; subject tract being all of a called "Road Easement" on the West side of Jason Drive of said subdivision; being surveyed on the ground under the direct supervision of Corey Joseph Hall, Registered Professional Land Surveyor No. 6362, on April 8, 2014; subject tract being more fully described as follows {Bearings described herein are based on the West Right-of-Way (50 feet wide) of Jason Drive per said plat};

COMMENCING at a 1/2" Iron Rod found in the West Right-of-Way of said Jason Drive at the Southeast corner of Lot 4, Block 4 of said subdivision; THENCE North 18°51'40" West with said West line of Jason Drive, the East line of said "Lot 4, Block 4", and the East line of said "Road Easement", a distance of 140.51 feet, to a 1/2" Iron Rod with an orange plastic cap stamped "Bryan Tech Services" set marking the **PLACE OF BEGINNING** and Southeast corner of herein described tract;

THENCE South 54°26'27" West, over and across said "Road Easement", a distance of **208.17 feet**, to a 1/2" Iron Rod with an orange plastic cap stamped "Bryan Tech Services" set in the East line of a called "Fondren" tract conveyed in a Probate from the Estate of Gene N. Fondren, Deceased to Brenda Gay Fondren, Independent Administrator with will annexed of decedent's will, codicil and estate without bond set, dated 6-06-2011 and recorded in Document No. 2011036442 of the Official Public Records, Williamson County, Texas (OPRWC), and marking the Southwest corner of herein described tract;

THENCE North 18°36'52" West, with the Easterly line of said "Fondren" tract and the Westerly line of said "Road Easement", a distance of **25.84 feet**, to a 1/2" Iron Rod found at the Southwest corner of "Lot 11, Block 5" of said subdivision, being the Northwest corner of said "Road Easement", and marking the Northwest corner of herein described tract; For Reference, a 1/2" Iron Rod found at the Southwest corner of said "Road Easement" and the Northwest corner of said "Lot 4, Block 4" bears South 18°36'52" East, 25.84 feet;

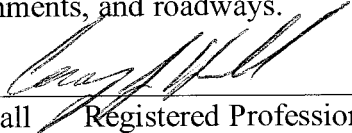
THENCE North 54°26'27" East, with the Southerly line of said "Lot 11, Block 5" and the Northerly line of said "Road Easement", a distance of **197.12 feet** {197.05 feet}, to a 1/2" Iron Rod found at the Point of Curvature of a curve to the left, and marking a Southeasterly corner of herein described tract;

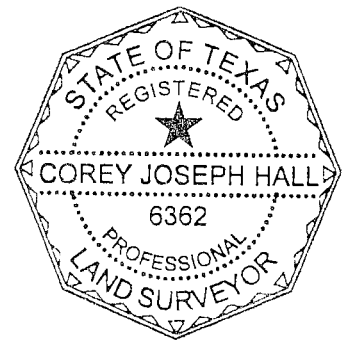
THENCE with a said curve to the left, with a central angle of $71^{\circ}51'05''$, a radius of **15.00 feet**, a tangent of 10.87 feet, and an arc length of 18.81 feet, whose chord bears North $17^{\circ}39'51''$ East, with a distance of 17.60 feet, to a 1/2" Iron Rod with an orange plastic cap stamped "Bryan Tech Services" set in the West Right-of-Way of said Jason Drive at the upper Southeast corner of said "Lot 11, Block 5", the Northeast corner of aforesaid "Road Easement", and marking the non-tangent Northeast corner of herein described tract;

THENCE South $18^{\circ}51'04''$ East, with the said West line of Jason Drive and the East line of said "Road Easement", a distance of **36.80 feet**, to the **PLACE OF BEGINNING**, containing according to the dimensions herein stated, an area of **0.119 Acres (5,167 Square Feet)**.

Surveyor's Note:

- Attention is invited to accompanying plat for location of improvements, visible utilities, encroachments, and roadways.


Corey Joseph Hall Registered Professional Land Surveyor No. 6362

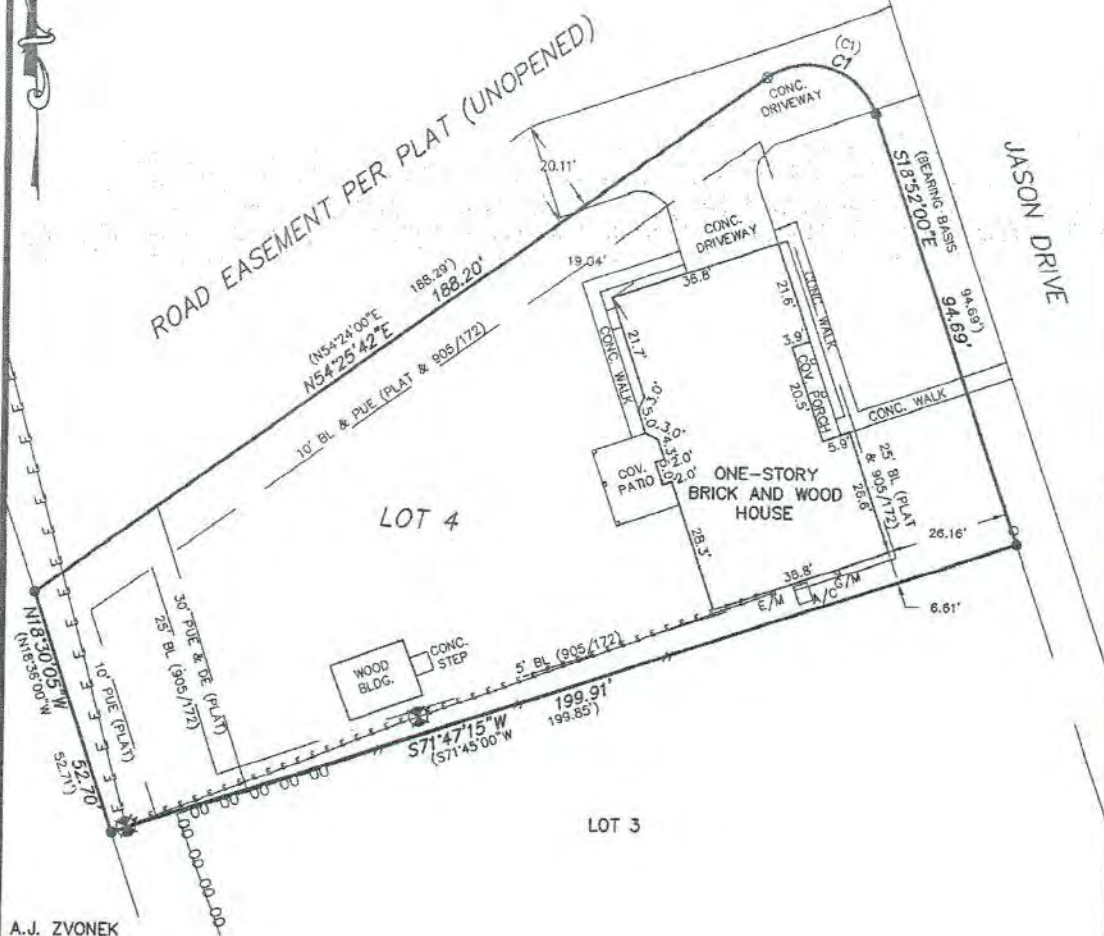


GEORGE LUCAS
TEL: 830-214-5109
FAX: 866-571-8323

SURVEY

2205 STONECREST PATH
NEW BRAUNFELS, TEXAS 78130

SCALE
1" = 30'



LEGEND

- = IRON ROD FOUND
- = IRON ROD SET
- ⊗ = "X" IN CONCRETE
- △ = CALC. PROP. COR.
- () = RECORD PER PLAT
- = WOOD FENCE
- = WIRE FENCE
- = CHAIN LINK FENCE
- PUE = PUBLIC UTILITY EASEMENT
- DE = DRAINAGE EASEMENT
- BL = BUILDING LINE
- G/M = GAS METER
- E/M = ELECTRIC METER
- = OVERHEAD POWERLINE
- ⊕ = POWER POLE
- = GUY WIRE ANCHOR

RESTRICTIVE COVENANTS OF RECORD AS
ITEMIZED HEREIN: CABINET D, SLIDE 60, PLAT
RECORDS AND VOLUME 905, PAGE 172, DEED
RECORDS, WILLIAMSON COUNTY, TEXAS
(DOES AFFECT THIS TRACT)

BLANKET EASEMENT AS RECORDED IN VOLUME
282, PAGE 505, DEED RECORDS, TRAVIS
COUNTY, TEXAS.
(BLANKET EASEMENT---DOES AFFECT THIS
TRACT)

CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD	BEARING
C1	27.95	15.00	24.08	S72°09'45"E
(C1)	27.94	15.00	24.08	S72°12'00"E

ADDRESS: 2007 JASON DRIVE, TAYLOR, TEXAS

LEGAL DESCRIPTION: LOT 4, BLOCK 4, GENE SEFCIK SUBDIVISION, SECTION TWO, ACCORDING TO THE MAP OR PLAT
THEREOF, RECORDED IN CABINET D, SLIDE 60, PLAT RECORDS, WILLIAMSON COUNTY, TEXAS.

CERTIFICATION

THE UNDERSIGNED DOES HEREBY CERTIFY TO THE PARTIES LISTED BELOW THAT THIS
PLAT CORRECTLY REPRESENTS A SURVEY MADE UPON THE GROUND OF THE PROPERTY
SHOWN HEREON, AND THAT THERE ARE NO ENCROACHMENTS OF VISIBLE IMPROVEMENTS,
EXCEPT AS SHOWN HEREON, AND THAT THIS PROPERTY HAS ACCESS TO A PUBLIC ROADWAY,
EXCEPT AS SHOWN HEREON.

BUYER: ROGER D SWONKE
TITLE CO: INDEPENDENCE TITLE COMPANY
G.F.#: 1227840-RRK

LENDER: N/A

PLAN No.: 2012-578

SURVEY DATE: NOVEMBER 29, 2012



GEORGE E. LUCAS R.P.L.S. 4160

©2012 Google

Google

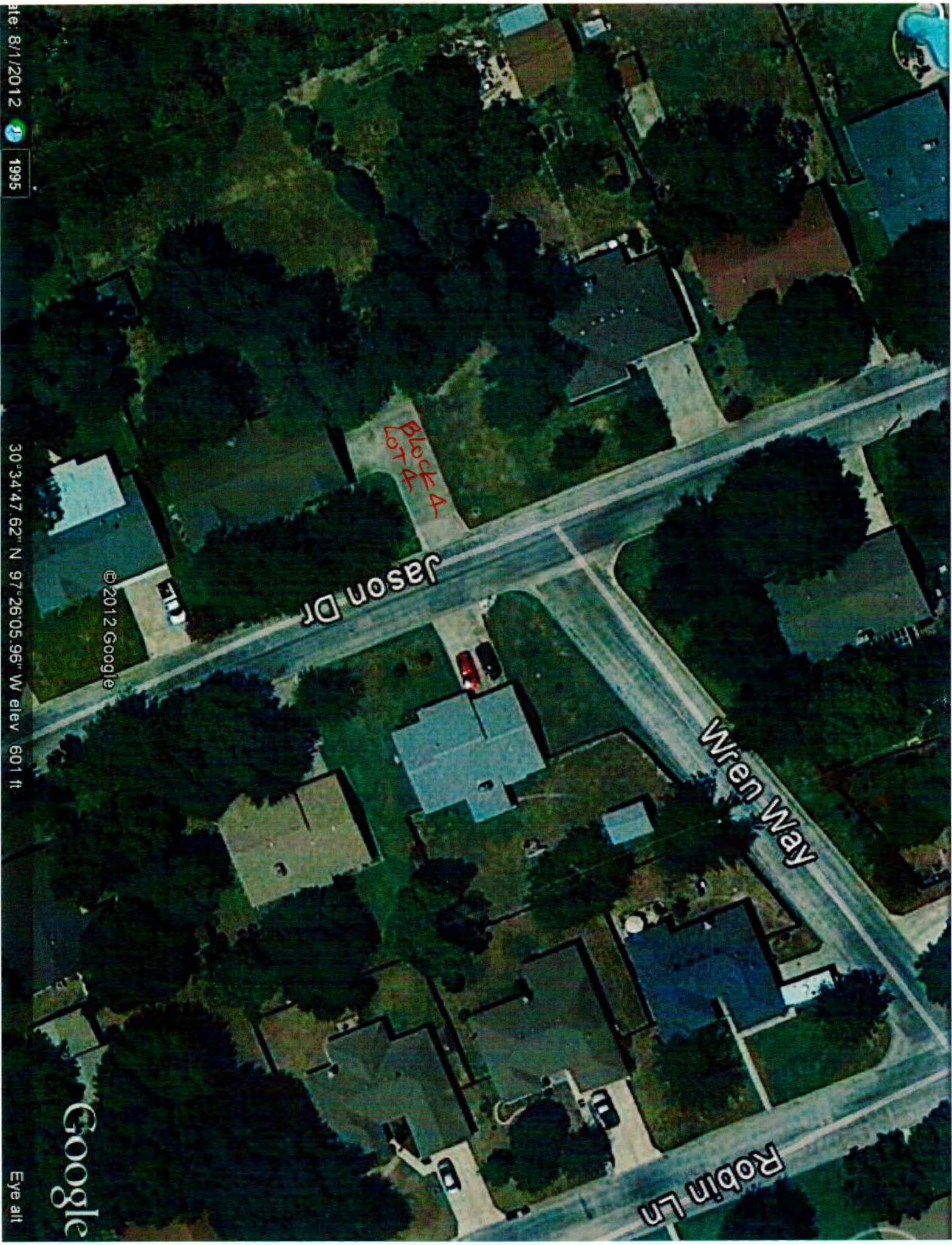
Eye alt

Jason Dr

Wren Way

Robin Ln

Block A
Lot





City Council Meeting
June 26, 2014
Agenda Item Transmittal

Agenda Item #: 8

Agenda Title: Consider introducing Ordinance 2014-11 regulating vacant buildings in the Central Business District.

Council Action to be taken: Consider introduction of Ordinance 2014-11

Initiating Department: Planning and Development

Staff Contact: Bob van Til, Director

1. INTRODUCTION/PURPOSE

The purpose of this item is to consider introducing Ordinance 2014-11 regulating vacant buildings in the central business district.

The proposed ordinance is modeled after the Dallas ordinance.

2. DESCRIPTION/ JUSTIFICATION

The intent of the ordinance is to ensure that all buildings in our community are safe and well maintained.

The proposed ordinance primarily requires:

1. Property owners to annually register their buildings, both residential and non-residential. This has to be done within 45 days of the building becoming vacant. There are some exceptions for acts of nature and renovations. The City will issue an annual Certificate of Registration to each vacant building as long as it is vacant.
2. Property owners maintain insurance on the property. This includes a minimum combined bodily injury and property damage of not less than \$1,000,000 for each occurrence and \$2,000,000 annual aggregate, and must name the City as additionally insured.
3. Property owners to provide evidence that the property taxes are current,
4. Property owners to pay an annual registration and inspection fee. The annual registration fee is \$75.00. the annual inspections fee is \$185 plus 0.009282 per SF, excluding stairwells, elevator shafts, and mechanical rooms.
5. The City to inspect the property annually,

6. Property owners to provide a ‘Vacant Building Plan.’ This has to be delivered to the City within 30 days of the owner receiving the Certificate of Registration. It must include, among other things, a plan to correct any violations, how the building will be maintained, plan for occupying it, or a schedule for demolition.
7. Appeals provision. The Building and Standards Commission is listed as the appeals venue.

The ordinance defines ‘vacant’ as a building located in the City’s central business district that, regardless of its structural condition, is not occupied; and defines ‘occupied’ as one or more persons (that) conduct business in or reside in at least 50 percent of the total area of a building (excluding stairwells, elevator shafts, and mechanical rooms) as the legal or equitable owner, operator, lessee, or invitee on a permanent, nontransient basis pursuant to and within the scope of a valid certificate of occupancy.

Staff is uncertain what the impact the ordinance will have on daily operations. We have the management system (Incode) to add the permitting requirements, but staffing is an unknown. Staff does not currently inspect vacant buildings unless there is a complaint filed. On the surface it appears that it may have a limited impact on staffing levels. The best way to find out is to initiate the process and evaluate the impact over time. If, for instance, there are a dozen to 20 vacant buildings in the Downtown area, that require the registration, inspections, and administration, process may require additional resources in the future. This is uncertain at this time. On the immediate horizon is the initiation of the process. Once that is done, the routine institutionalization of the system may prove to be manageable.

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

The Main Street Advisory Board recommended that the Council approve the proposed ordinance during their regularly scheduled meeting on March 19, 2014.

6. REFERENCE FILES

- 8a. [Ordinance 2014-11](#)
- 8b. [Ordinance Exhibit “A”](#)

ORDINANCE NO. 2014-11

AN ORDINANCE OF THE CITY OF TAYLOR PROVIDING AGAINST BLIGHT CAUSED BY VACANT BUILDINGS LEFT UNOCCUPIED AND UNMONITORED IN THE CITY; 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, 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.

PREAMBLE

WHEREAS, there exists in the central business district of the City of Taylor, Texas ("City"), vacant buildings that, if left unoccupied and unmonitored, may fall into a state of disrepair, become a haven for criminal activity, and create a blight on the area; and

WHEREAS, the City Council desires to protect the health, safety, morals, and welfare of the citizens of the City by establishing a registration program for vacant buildings in the City's central business district in order to monitor the vacant buildings and ensure that they are maintained in compliance with City ordinances and other applicable laws and to encourage their ~~demolition or~~ return to occupancy in a timely manner; and

WHEREAS, it is in the best interest of the City, and the health, safety, morals and welfare of the citizens that this Ordinance be adopted.

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

SECTION I. 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 II. DEFINITIONS. As used in this Ordinance the following definitions will apply:

A. BUILDING means a structure for the support or shelter of any use or occupancy.

- B. CENTRAL BUSINESS DISTRICT means the area of the city bounded as described by Exhibit "A".
- C. CERTIFICATE OF REGISTRATION means a certificate of registration issued by the City Manager or a designee of the City Manager under this Ordinance to the owner or operator of a vacant building.
- D. DESIGNEE OF THE CITY MANAGER means the director of the department designated by the City Manager to enforce and administer this Ordinance and includes any representatives, agents, or department employees designated by the director.
- E. DWELLING UNIT means one or more rooms designed to be a single housekeeping unit to accommodate one family and containing one or more kitchens, one or more bathrooms, and one or more bedrooms.
- F. OCCUPIED means that one or more persons conduct business in or reside in at least 50 percent of the total area of a building (excluding stairwells, elevator shafts, and mechanical rooms) as the legal or equitable owner, operator, lessee, or invitee on a permanent, nontransient basis pursuant to and within the scope of a valid certificate of occupancy.
- G. OWNER means a person in whom is vested the ownership or title of real property;
1. including, but not limited to:
 - a. the holder of fee simple title;
 - b. the holder of a life estate;
 - c. the holder of a leasehold estate for an initial term of five years or more;
 - d. the buyer in a contract for deed;
 - e. a mortgagee, receiver, executor, or trustee in control of real property; and
 - f. the named grantee in the last recorded deed

2. not including the holder of a leasehold estate or tenancy for an initial term of less than five years.

H. PERSON means any individual, corporation, organization, partnership, association, governmental entity, or any other legal entity.

I. PREMISES or PROPERTY means a lot, plot, or parcel of land, including any structures on the land.

J. REGISTRANT means a person issued a certificate of registration for a vacant building under this Ordinance.

K. STRUCTURE means that which is built or constructed, an edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner.

L. VACANT BUILDING means a building located in the City's central business district that, regardless of its structural condition, is not occupied.

SECTION III. AUTHORITY OF DIRECTOR. The director shall implement and enforce this Ordinance and may by written order establish such rules, regulations, or procedures, not inconsistent with this Ordinance, as the director determines are necessary to discharge any duty under or to effect the policy of this Ordinance.

SECTION IV. DELIVERY OF NOTICE. Any written notice that is required to be given to an applicant or registrant under this Ordinance is deemed to be delivered:

A. on the date the notice is hand delivered to the applicant or registrant; or

B. three days after the date the notice is placed in the United States mail with proper postage and addressed to the applicant or registrant at the address provided for the applicant or registrant in the most recent registration application.

SECTION V. VIOLATIONS; PENALTY.

- A. A person who violates a provision of this Ordinance, or who fails to perform an act required of the person by this Ordinance commits an offense. A person commits a separate offense each day or portion of a day during which a violation is committed, permitted, or continued.
- B. Any person, firm or corporation violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction in the municipal court of the City of Taylor, Texas, shall be subject to a fine not to exceed the sum of five hundred (\$500.00) for each offense, except however, where a different penalty has been established by state law for such offense the penalty shall be that fixed by state law, and for any offense which is a violating of any provision of law that governs fire safety, zoning, or public health and sanitation, including dumping of refuse, the penalty shall be a fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense.

SECTION VI. REGISTRATION REQUIRED; DEFENSES.

- A. A person commits an offense if the person owns or operates a vacant building without a valid certificate of registration. A separate certificate of registration is required for each street address at which any vacant building is located, regardless of any separate occupied buildings that may also be located at the same street address. If more than one vacant building is located at the same street address, only one certificate of registration is required for all of the vacant buildings. Also, only one certificate of registration is required for a single vacant building that has more than one street address. Suite numbers and apartment unit numbers will not be considered in determining the street address of a vacant building.
- B. It is a defense to prosecution under this section that:
 - 1. the building was occupied within the forty-five (45) day period preceding the date of the alleged offense.

2. at the time of the alleged offense, the building was in the process of being renovated, rehabilitated, repaired, or demolished (pursuant to appropriate and valid permits issued by the building official, if required) and had been occupied within the 90-day period preceding the date of the alleged offense;
3. at the time of the alleged offense, the building was in the process of being actively marketed and advertised for lease or sale and had been occupied within the 90-day period preceding the date of the alleged offense;
4. within the 90-day period preceding the date of the alleged offense, the building suffered damage or destruction from a fire, flood, storm, or similar event that rendered the building incapable of being occupied, except that this defense does not apply if the building was rendered incapable of being occupied by the intentional act of the owner, operator, lessee, or other invitee or an agent of the owner, operator, lessee, or other invitee; or
5. the building was owned by the City of Taylor, the State of Texas, or the United States Government.

SECTION VII. REGISTRATION APPLICATION.

A. To obtain a certificate of registration for a vacant building, a person must submit an application on a form provided for that purpose to the director. The applicant must be the person who will own, control, or operate the vacant building. The application must contain all of the following information:

1. The name, street address, mailing address, and telephone number of the applicant or the applicant's authorized agent.
2. The name, all street addresses, and the main telephone number, if any, of the vacant building and a description of the type of property it is (such as, but not limited to, a commercial building, a warehouse, an office, a

hotel, an apartment complex, a boarding home, a group home, a loft, a townhome, a condominium, or a single-family residence).

3. The names, street addresses, mailing addresses, and telephone numbers of all owners of the vacant building and any lien holders and other persons with a financial interest in the vacant building.
4. The name, street address, mailing address, and telephone number of a person or persons to contact in an emergency as required by Section 15 of this Ordinance.
5. The form of business of the applicant (and owner, if different from the applicant); the name, street address, mailing address, and telephone number of a high managerial agent of the business; and, if the business is a corporation or association, a copy of the documents establishing the business.
6. Proof of insurance required by Section 16 of this Ordinance.
7. The number of buildings (including vacant and occupied building), dwelling units, swimming pools, and spas located in or on the premises of the vacant building.
8. Documentary evidence of payment of ad valorem taxes owed in connection with the vacant building and the premises on which it is located.
9. The total area in square feet of the vacant building, the number of stories contained in the vacant building, the area in square feet of each story, and whether each story is above or below ground level.
10. The date on which the vacant building was last occupied a description of the last use of the vacant building, and a description of any hazardous materials, uses, or conditions that currently exist or previously existed in the vacant building.

11. Such additional information as the applicant desires to include or that the director deems necessary to aid in the determination of whether the requested certificate of registration should be granted.

B. If the application for a certificate of registration is being made for multiple vacant building located at the same address, then the information required in Subsection A must be provided for each vacant building located at that address.

C. A registrant shall notify the director within ten (10) days after any material change in the information contained in the application for a certificate of registration for a vacant building, including any changes in ownership of the property.

SECTION VIII. REGISTRATION FEE AND INSPECTION CHARGE.

A. The fee for a certificate of registration for a vacant building is \$75.00, plus an inspection charge in an amount equal to $\$185.64 + (\$0.009282 \times \text{total square feet of building area, excluding stairwells, elevator shaft, and mechanical rooms})$.

B. If one certificate of registration is issued for multiple vacant structures located at the same address, the inspection charge will be calculated using the aggregate area in square feet of all the vacant buildings.

C. If a certificate of registration expires under Section XII and the registration term was less than six months, then the registration fee (minus the inspection charge) may be prorated on the basis of whole months and partially refunded to the registrant, if the director receives a written request for the refund from the registrant within 90 days after expiration of the certificate of registration. If a certificate of registration expires under Section XII and no inspection was conducted by the City during the registration term, then the full inspection charge may be refunded, if the director receives a written request for the refund from the registrant within 90 days after expiration of the certificate of

registration. Otherwise, no refund of a registration fee or inspection charge will be made.

SECTION IX. INSURANCE DENIAL, AND DISPLAY OF CERTIFICATE OF REGISTRATION.

- A. Upon payment of all required fees, a certificate of registration shall be issued for a vacant building to the applicant if it is determined that:
 - 1. the applicant has complied with all requirements for issuance of the certificate of registration;
 - 2. the applicant has not made a false statement as to a material matter in an application for a certificate of registration; and
 - 3. the applicant has no outstanding unpaid fees due to the City.
- B. If it is determined that the requirements of Subsection A, have not been met, a certificate of registration shall be denied the applicant.
- ~~C.~~ If it is determined that an applicant should be denied a certificate of registration, written notice shall be delivered to the applicant that the application is denied and include in the notice the reason for denial and a statement informing the applicant of the right of appeal.
- D. A certificate of registration issued under this section must be displayed to the public in a manner and location approved by the City. The certificate of registration must be presented upon request to the City Manager or the City Manager Designee or to a peace officer for examination.

SECTION X. REVOCATION OF REGISTRATION.

- A. A certificate of registration for a vacant building shall be revoked if:
 - 1. the registrant failed to comply with any provision of this Ordinance or any other City ordinance or state or federal law applicable to the building;

2. the registrant intentionally made a false statement as to a material matter in the application or in a hearing concerning the certificate of registration; or
 3. the registrant failed to pay a fee required by this Ordinance at the time it was due.
- B. Before revoking a certificate of registration under this Ordinance, written notice shall be delivered to the registrant that the certificate of registration is being considered for revocation. The notice must include the reason for the proposed revocation, action the registrant must take to prevent the revocation, and a statement that the registrant has ten (10) days after the date of delivery to comply with the notice.
- C. If, after ten (10) days from the date the notice required in Subsection B is delivered, the registrant has not complied with the notice; the director shall revoke the certificate of registration and deliver written notice of the revocation to the registrant. The notice must include the reason for the revocation, the date the director orders the revocation, and a statement informing the registrant of the right of appeal.

SECTION XI. APPEALS. If the director denies issuance or renewal of a certificate of registration or revokes a certificate of registration, this action is final unless the applicant or registrant files an appeal with the Building & Standards Commission.

SECTION XII. EXPIRATION AND RENEWAL OF REGISTRATION.

- A. A certificate of registration for a vacant building expires the earlier of:
1. one year after the date of issuance;
 2. the date the vacant building changes ownership, as determined by the director;
 3. the date the vacant building becomes occupied, as determined by the director; or

4. the date the vacant building is demolished, as determined by the director

B. A certificate of registration may be renewed by making application in accordance with Section VI and paying the registration fee and inspection charge required by Section VII. A registrant shall apply for renewal at least 30 days before the expiration of the certificate of registration.

SECTION XIII. NONTRANSFERABILITY. A certificate of registration for a vacant building is not transferable.

SECTION XIV. PROPERTY INSPECTIONS.

A. For the purpose of ascertaining whether violations of this Ordinance or any other city ordinance or state or federal law applicable to the building exist, the director is authorized at a reasonable time to inspect:

1. the exterior of a vacant building; and
2. the interior of a vacant building, if the permission of the owner, operator, or other person in control is given or a search warrant is obtained.

B. The director shall inspect a vacant building at least once during each twelve (12) month period that the building is not occupied.

C. An applicant or registrant shall permit representatives of the police department, the department of environmental and health services, the fire department, the department of code compliance, and the building official to inspect the interior and exterior of a vacant building, for the purpose of ensuring compliance with the law, at reasonable times upon request. The applicant or registrant commits an offense if he, either personally or through an agent or employee, refuses to permit a lawful inspection of the vacant building as required by this subsection.

D. Whenever a vacant building is inspected by the director and a violation of this Ordinance or any other city ordinance or state or federal law applicable to the building is found, the building or

premises will, after the expiration of any time limit for compliance given in a notice or order issued because of the violation, be re-inspected by the director to determine that the violation has been eliminated.

SECTION XV. EMERGENCY RESPONSE INFORMATION.

- A. An owner, operator, or other person in control of a vacant building shall provide the director with the name, street address, mailing address, and telephone number of a person or persons who can be contacted 24 hours a day, seven days a week, in the event of an emergency condition in or on the premises of the vacant building. An emergency condition includes any fire, natural disaster, collapse hazard, burst pipe, serious police incident, or other condition that requires an immediate response to prevent harm to property or the public.
- B. The owner, operator, or other person in control of the vacant building shall notify the director within five days after any change in the emergency response information.
- C. The owner, operator, or other person in control of a vacant building, or an authorized agent, must arrive at the premises within one hour after a contact person named under this section is notified by the city or emergency response personnel that an emergency condition has occurred on the premises.
- D. A sign containing the emergency contact information required in Subsection A of this section must be attached in conspicuous location on the exterior of each façade of the vacant building that faces a public right-of-away.
- E. The sign required by Subsection D must:
 - 1. comply with the city's sign regulations;
 - 2. be 24 inches tall and 18 inches wide and constructed of a rigid weather-resistant material;
 - 3. contain the words "VACANT BUILDING" in 2-3/8-inch-high and two-inch-wide black letters on a

bright yellow background followed by the information required in Subsection A in one-inch-high black letters on a bright yellow background;

4. be in a format approved by the director; and

5. be readable day and night

F. A person commits an offense if he removes or obstructs or allows the removal or obstruction of a sign required to be posted on a vacant building under this section. It is a defense to prosecution under this subsection that the removal or obstruction was caused by:

1. A city employee in the performance of official duties; or

2. the owner, operator, or lessee of the vacant building for the purpose of:

a. repairing or maintaining the sign;

b. complying with this Ordinance or a rule or regulation promulgated under this Ordinance; or

c. removing the sign when registration of the vacant building is no longer required under this Ordinance.

G. A minor variation of a required minimum height or width of a sign or lettering is not a violation of this section.

SECTION XVI. INSURANCE

A. The registrant shall procure, prior to the issuance of a certificate of registration, and keep in full force and effect at all times during the registration term, commercial general liability insurance coverage (including, but not limited to, premises/operations and personal and advertising injury) protecting the City of Taylor against any and all claims for damages to persons or property as a result of, or arising out of, the registrant's operation, maintenance, or use of the vacant building, with minimum combined bodily injury (including death) and property damage limits of

not less than \$1,000,000 for each occurrence and \$2,000,000 annual aggregate.

- B. The insurance policy must be written by an insurance company approved by the State of Texas and acceptable to the City and issued in a standard form approved by the Texas Department of Insurance. All provisions of the policy must be acceptable to the city and must name the City and its officers and employees as additional insureds and provide for thirty (30) days written notice to the director of cancellation, non-renewal, or material change to the insurance policy.
- C. A registrant shall provide to the director an updated certificate of insurance for the vacant building every six months that the building is required to be registered under this Ordinance.

SECTION XVII. VACANT BUILDING PLAN.

- A. Within thirty (30) days after the date a certificate of registration is issued for a vacant building, the registrant shall submit to the director a vacant building plan complying with this section.
- B. The vacant building plan must contain the following:
 - 1. A plan of action and a time schedule for correcting all existing violations of this Ordinance or any other city ordinance or state or federal law applicable to the building or its premises.
 - 2. A plan of action for maintaining the building and its premises in compliance with this Ordinance and all applicable city ordinances and state and federal laws.
 - 3. A plan of action for maintaining the building and its premises in a safe and secure manner, including but not limited to any provisions for lighting, security patrols, alarm systems, fire suppression systems, and securing the building from unauthorized entry.
 - 4. A plan of action for occupying or selling the building, including but not limited to a time schedule for renovating or repairing the building and a time schedule for marketing, advertising,

or offering the building for sale or lease.

5. A plan of action and time schedule for any demolition of the building.

C. A registrant may update the vacant building plan at any time, but shall provide the director with an updated vacant building plan at least once every six months that the building is required to be registered under this Ordinance.

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

SECTION XIX. 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 XX. 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 of the City Charter, Ordinance 2014-11 was introduced before the Taylor City Council on the ____ day of _____, 2014.

PASSED, APPROVED, and ADOPTED on the ____ day of _____, 20__.

Jesse Ancira Jr., Mayor

ATTEST:

Susan Brock, City Clerk

APPROVED AS TO FORM:

Ted W. Hejl,
City Attorney

CERTIFICATE

THE STATE OF TEXAS

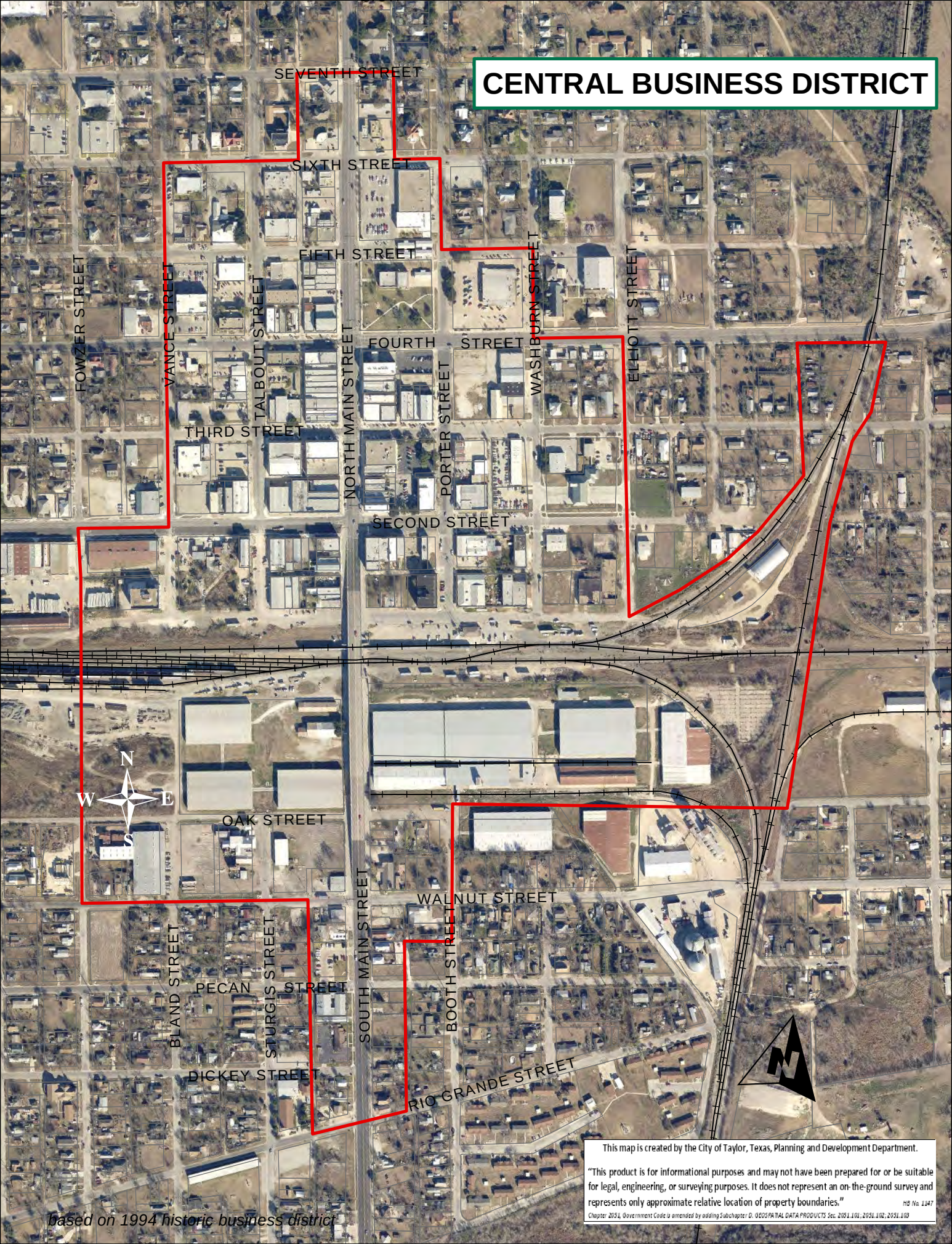
COUNTY OF WILLIAMSON

I, Susan Brock, being the current City Clerk of the City of Taylor, Texas, do hereby certify that the attached is a true and correct copy of Ordinance No. 2014-____, passed and approved by the City Council of the City of Taylor, Texas, on the _____ day of _____, 2014, and such Ordinance was duly introduced, passed, approved and adopted at meetings open to the public and notices of the meetings, giving the dates, places, and subject matter thereof, were posted as prescribed by Government Code Section 551.043.

Witness my hand and seal of office this _____ day of _____, 2014.

Susan Brock
City Clerk

CENTRAL BUSINESS DISTRICT



based on 1994 historic business district

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."

HIS No. 1447

Chapter 2051, Government Code is amended by adding Subchapter D. GEOGRAPHICAL DATA PRODUCTS Sec. 2051.101, 2051.102, 2051.103



City Council Meeting
June 26, 2014
Agenda Item Transmittal

Agenda Item #: 9

Agenda Title: Receive presentation about the South Main area.

Council Action to be taken: Receive report; provide guidance

Initiating Department: Planning and Development

Staff Contact: Bob van Til, Director

1. INTRODUCTION/PURPOSE

Receive presentation about incentives and programs to assist the South Main Area.

2. DESCRIPTION/ JUSTIFICATION

The geography of the area is essentially S. Main as it extends south from the Union Pacific Railroad tracks in Downtown to Carlos G. Parker South; and then some distance east and west. This area is covered by census tract 210, which has a poverty rate of approximately 21 percent according to the US Census.

There are several special districts that cover the area: TIF District, Neighborhood Empowerment Zone (NEZ), the Main Street Redevelopment District, and the state designated Enterprise Zone.

The TIF District provides grants for public and private improvements, the NEZ reduces permit fees by 50%, the Main Street Redevelopment District provides numerous grants such as façade, paint, and sign; rental assistance subsidies, and reduced permit fees by 50%. The State designated Enterprise Zone provides the opportunity to tap into State sponsored incentives such as sales tax rebates, franchise tax reductions, etc. as well as 50% reduction in permit fees.

Other incentives include the City's property tax and sales tax rebate program. From the federal level, New Market Tax Credits are available due to the distress level, EB5, and the many SBA programs including the HUBZone Program, which is a federal procurement assistance program. These are mentioned because they are based in some way on geography.

3. FINANCIAL/BUDGET

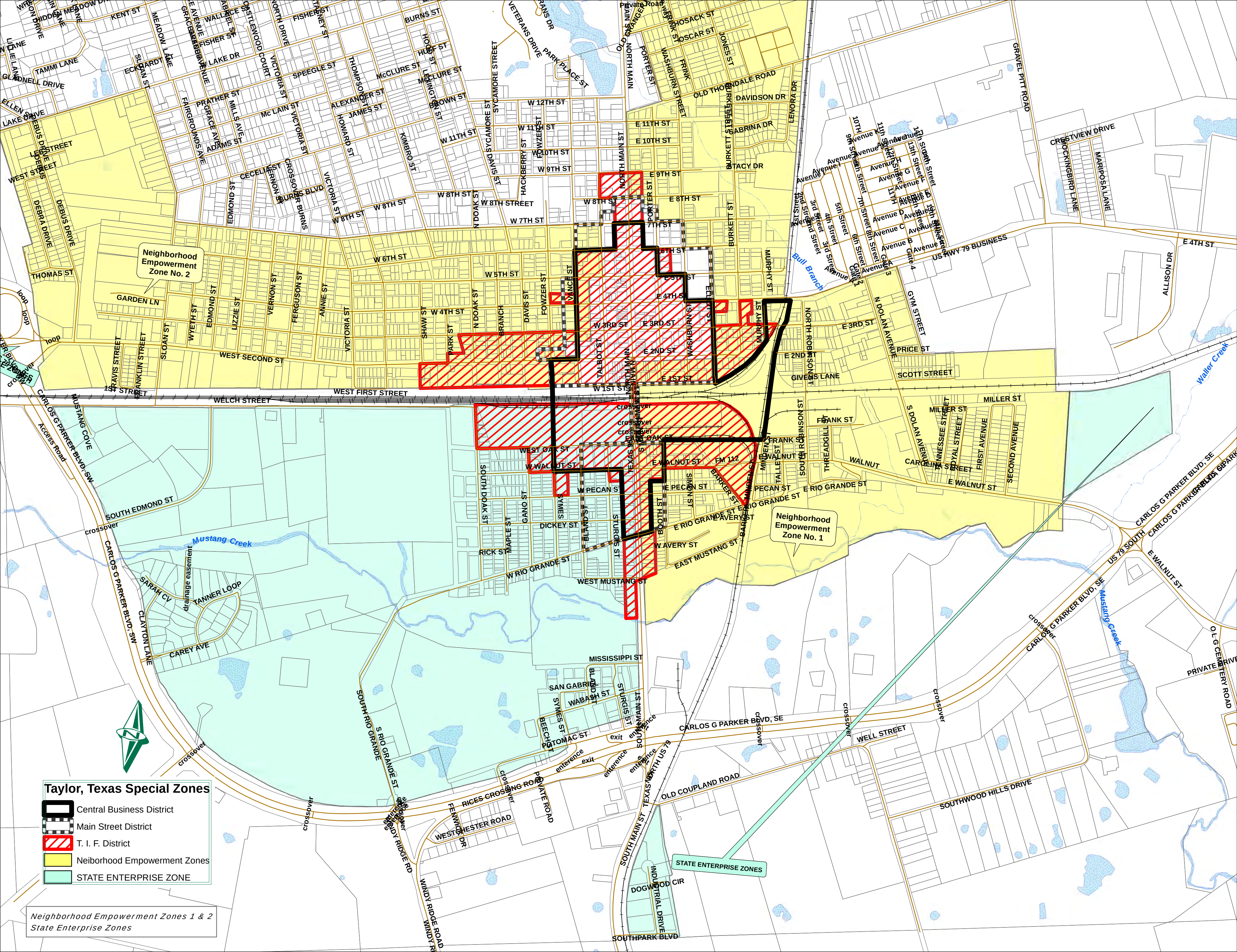
4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

Staff will proceed at the direction of the Council. This may include a S. Main Corridor Plan, heightened marketing efforts, developing a target industries list, or a targeted capital improvements plan, or all of the above.

6. REFERENCE FILES

9a. [Map with various zones.](#)



Taylor, Texas Special Zones

-  Central Business District
-  Main Street District
-  T. I. F. District
-  Neighborhood Empowerment Zones
-  STATE ENTERPRISE ZONE

Neighborhood Empowerment Zones 1 & 2
State Enterprise Zones



***City Council Meeting
June 26, 2014
Agenda Item Transmittal***

Agenda Item #: 10

Agenda Title: Receive update on Request for Qualifications (RFQ) for 7th Street Campus

Council Action to be taken: Receive Report

Initiating Department: City Administration

Staff Contact: Jeff Straub, Interim City Manager

1. INTRODUCTION/PURPOSE

At the June 12th Council Meeting, it was requested that an update on the 7th Street Campus'' RFQ process be presented to Council.

The RFQ has been drafted, reviewed by members of the 7th Street Task Force and Council, edited and finalized. Publication occurred June 25th, 2014. Distribution will to potential developers and public/private partnership distribution lists is underway.

2. DESCRIPTION/ JUSTIFICATION

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

Submittal Schedule

- ☐ June 25, 2014– Release of this RFQ
- ☐ July 15, 2014– Site Visit (optional); Deadline to submit questions / clarifications
- ☐ July 22, 2014– Question responses distributed
- ☐ August 4-6, 2014– Second Site Visit (possible – to be confirmed)
- ☐ August 11-13, 2014 – Informational meetings with individual proposers (optional) as requested.
- ☐ September 19, 2014, 5:00 pm CDT– Deadline to submit responses to RFQ

Review of the RFQ responses and potentially the selection of a developer will occur in October/November.

5. RECOMMENDATION

Staff recommends Council receive the report.

6. REFERENCE FILES

10a [RFQ document](#)



DEVELOPMENT REQUEST FOR QUALIFICATIONS

Release Date: June 25, 2014



Figure 1 – Aerial View of Campus

Submittals due: September 19th, 2014, 5:00 pm CDT

Send Submittals (ten (10) hard copies and one (1) CD electronic copy) to:

City Manager's Office, City of Taylor, 400 Porter Street, Taylor, TX 76574

Contents

I.	SUMMARY OF OFFERING	4
II.	INTRODUCTION	6
A.	The Opportunity	6
B.	Area Goals and Objectives	6
C.	Community Engagement	7
D.	Recent Milestones.....	7
E.	Developer Role	7
F.	Partners' Role	7
III.	OVERVIEW	8
A.	Regional.....	8
B.	Local.....	9
C.	Downtown Revitalization	9
D.	Market Demographics	9
IV.	POTENTIAL INCENTIVES	9
A.	Tax Rebates or Abatement	9
B.	City Permit Fee Reduction or Waiver	9
C.	City Processing and Impact Fees.....	9
V.	DEVELOPMENT CRITERIA	10
A.	Design.....	10
B.	Auditorium	10
C.	Parking.....	10
D.	Affordable Housing	10
E.	Green Building	10
VI.	OPPORTUNITY SITES	11
A.	Summary.....	11
B.	Site A.....	11
C.	Site B	13
D.	Site C	14
E.	Site D.....	15
VII.	SUBMITTAL PROCESS: DEADLINE, REQUIREMENTS & REVIEW	16
A.	Deadline for Submissions	16

B.	Requirements for Submissions	16
1.	Transmittal Cover Letter	16
2.	Development Team Summary	16
3.	Proposed Site or Sites and Project Concept.....	17
4.	Relevant Development Experience and Development Capacity	18
5.	Demonstration of Financial Capacity and Related Information	18
6.	References	19
C.	Submittal Schedule.....	19
VIII.	EVALUATION CRITERIA AND SELECTION PROCESS	19
A.	Evaluation Criteria.....	19
B.	Selection Process	20
IX.	POST SELECTION PROCESS AND FUTURE MILESTONES.....	20
X.	DISCLAIMERS, LIMITATIONS AND WAIVER OF PROTEST	21
XI.	CITY CONTACT FOR QUESTIONS	22
FIGURE 1 – AERIAL VIEW OF CAMPUS		1
FIGURE 2 – CAMPUS SITE MAP 1		5
FIGURE 3 – PROPERTY MAP		5
FIGURE 4 – REGIONAL AND LOCAL MAPS		8
FIGURE 5 - AUDITORIUM		10
FIGURE 6 – OPPORTUNITY SITES.....		11
FIGURE 7 – CAMPUS MAIN BUILDING.....		12
FIGURE 8 - GYM		13
FIGURE 9 – “BAND HALL” ANNEX BUILDING – SITE C		14
FIGURE 10- FORMER WELDING SHOP – SITE D.....		15

I. SUMMARY OF OFFERING

The City of Taylor (City) and the Taylor Independent School District (TISD) (the “Partners”) are seeking qualifications from interested parties interested in an innovative adaptive reuse of the former Taylor High School/Middle School Campus (7th Street Campus) located at 410 West Seventh Street in Taylor, Texas. This adaptive reuse will include design, redevelopment, repurposing and financing a mixed-use project or projects utilizing the structures and land area of the former campus, consistent with the recommendations of the 7th Street Task Force’s Final Report. This report is available at <http://www.taylortx.gov/taskforcereport>.

The 7th Street Campus consists of:

- Total: 48,000 sf
- Annex Building: 18,000sf
- Auditorium: 6,900 sf
- Senior Center: 6,500 sf
- Gym: 6,500 sf
- Basement: 2,000 sf
- Main Building: 30,500 sf

The Main Building square footage contains the current Senior Center and the Basement but does not include the Auditorium. Hence, the Main Building is about 21,900 sf total, or about 10,950 sf on each floor when the Senior Center and Basement are not included in the total.

- 5.6 Acres of Land

The City of Taylor has taken steps to create a positive, pro-active development environment including:

- Flexible zoning
- Discounted or Waived Permitting Fee
- Discounted or Waived Impact Fees

For projects within the Plan’s parameters, expedited permitting can be expected once site control has been secured. Developers should therefore anticipate reduced predevelopment risk and costs as well as increased certainty as to project time-to-market.

MINIMUM SUBMISSION REQUIREMENTS

The Partners have attempted to minimize the submittal requirements in order to maximize the prospect of receiving your submittal. Only basic information concerning the Development Team, Proposed Site and Project Concept, Relevant Experience and Capacity, Financial Capacity, and References are required. This Request for Qualification (RFQ) does not require submittal of detailed information such as a site plan, floor plans, elevation studies and renderings, financial proformas or a completely defined development team.

The Partners look forward to receiving your response to this RFQ.

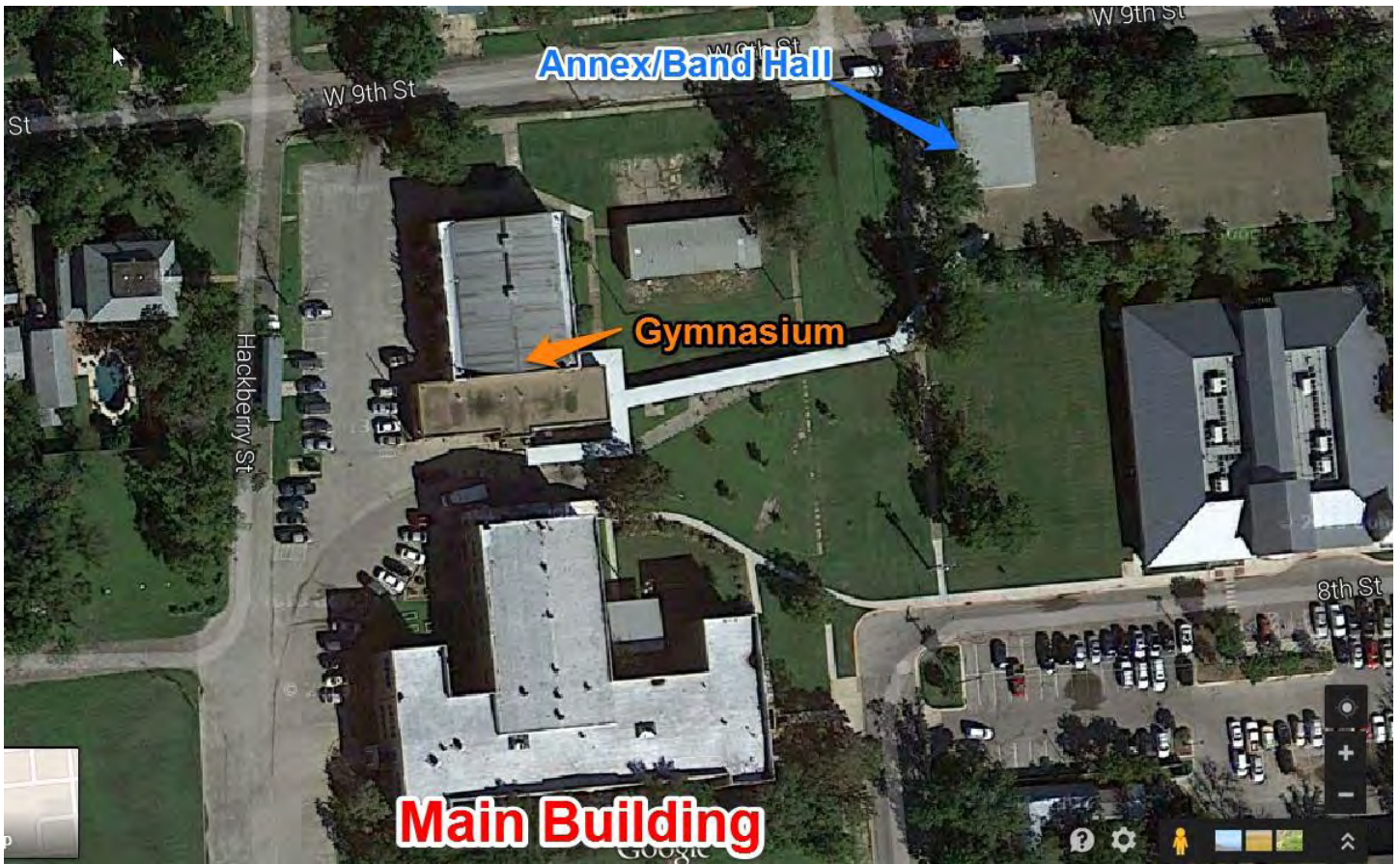


Figure 2 – Campus Site Map 1



Figure 3 – Property Map

II. INTRODUCTION

A. *The Opportunity*

The RFQ process invites prospective developer teams to submit their qualifications as well as a summary of their vision and implementation strategy for development of this site. The Partners are seeking feedback through this RFQ process as to what mixed-use components may be most feasible and a vision of how a proposed mix of uses (retail, entertainment, office, residential, parking) would look and function in conjunction with other neighborhood land uses.

Following receipt, the responses of all applicants will be reviewed for completeness and analyzed based upon the criteria described in the RFQ. Depending upon the number of submittals, the Partners may request some or all developer respondents to make one (1) or more presentations as part of the selection process.

If there are a sufficient number of responses, the Partners will consider undertaking the additional step of a Request for Proposals (RFP) process prior to selecting a developer candidate. The RFQ process will allow the Partners to select a short list of responding developers, who will then be invited to submit more detailed proposals.

The selected developer candidate will then be presented to the Partners' Boards for approval for a subsequent sale or transfer of the property to the developer.

B. *Area Goals and Objectives*

The City of Taylor has worked diligently to reinvigorate its downtown area. These efforts have included a Downtown Rental Assistance Program (which has resulted in 16 new businesses in the district), Tax Increment Fund Grants and abatement partnerships with the City. The area is also beginning to experience substantial private investor work and redevelopment. While the 7th Street Campus is not technically a part of the Downtown District, it is within easy walking distance and could be a tremendous asset to downtown.

It is the City's desire to invigorate the entire area as a venue where people can shop, work, meet, and gather so as to stimulate economic vitality in a way that supports existing businesses as well as adds new businesses that meet the needs of both residents and visitors. A key objective is to further invigorate Taylor's downtown into a more vibrant, identifiable area with a diverse mix of uses emphasizing specialty retail, restaurant, entertainment, residential and commuter serving uses. An additional important companion objective is to capture more local dollars that now are spent in retail businesses outside Taylor. This fact was documented in a recent study conducted by The Retail Coach, LLC. This information is available at <http://www.taylortx.gov/retailstudy>.

The vision for downtown is a district that boasts an active, pedestrian scene and festive atmosphere that attracts both tourists and locals, provides a destination and gathering place for the community, offers a diversity of housing opportunities, preserves existing viable businesses as an integral part of the downtown, and provides a compact and pedestrian friendly streetscape. Renovation and repurposing of the 7th street Campus should support the efforts of the adjacent historic downtown area.

The key focus of the project is creation of a vital presence that supports community development while preserving the distinct, historic elements of these buildings.

The 7th Street Task Force has recommended this campus be redeveloped into a healthy living complex for seniors, incorporating the auditorium and gymnasium into this use. There is a desire to continue to accommodate the senior center, food pantry and other non-profit entities currently located on the Campus, though this is not a requirement.

C. Community Engagement

The City of Taylor has a tradition of an actively engagement by its residents. They are interested in the future of the 7th Street Campus and the community at large. The City will work with the selected developer to implement a community outreach program to solicit input and consensus on the project.

D. Recent Milestones

In September, 2013, Mayor Jesse Ancira, Jr. asked that a Task Force be spearheaded by Councilman Brandt Rydell to work with concerned citizens to find a solution regarding potential occupancy and ownership of the 7th Street Campus.

Previously, a study was conducted by (and subsequently updated by) Komatsu Architects to determine the potential layout and costs for potentially repurposing the Main Building into a city hall. While this concept is no longer under consideration, these studies make substantial building data available. These studies are available in two parts, at <http://www.taylortx.gov/komatsu7thstreet1> and <http://www.taylortx.gov/komatsu7thstreet2>.

The 7th Street Task Force was formed and conducted several public meetings to gauge the community's vision for the campus property. The Task Force came to the conclusion that a Healthy Senior Living complex would be the optimum use of the property,

The Campus is owned by the Taylor Independent School District (TISD). Because there are no longer school district activities occurring on the site, TISD wishes to liquidate this building as soon as practicable. The Partners will work with the selected developer to effect transfer of ownership.

E. Developer Role

The selected developer will participate in negotiations with the Partners for completion of agreements to redevelop the campus, engage the necessary design and other consultants necessary to define the project, complete the design and secure the necessary permits, secure equity and debt financing, contract for and construct the project, and own and manage the project after completion.

F. Partners' Role

Subject to the terms of a development agreement, the City of Taylor is prepared to consider offering incentives to assist in the redevelopment and operation of this site. These incentives may include, but not necessarily be limited to, expedited permitting and permit fee waivers, impact fee waivers, ad valorem tax abatement or rebates, and sales tax rebates and use of Local Government Code Chapter 380 Agreements.

A transfer or sale of the property to the developer is possible. A sales agreement is preferred.

III. OVERVIEW

A. Regional

The City of Taylor is located approximately 29 miles northeast of Austin, about 15 miles east of Round Rock and 8 miles east of Hutto.

The City is centered on U.S. Highway 79, which is the major north-south regional transportation corridor and State Highway 95. Taylor is about 10 miles east of the State Highway 130 toll road and features Chandler Road: a new direct connection to IH 35. Downtown Taylor is located about 41 miles northeast of the Austin Bergstrom Airport.

Taylor is located in Williamson County, one of the fastest growing counties in the nation.

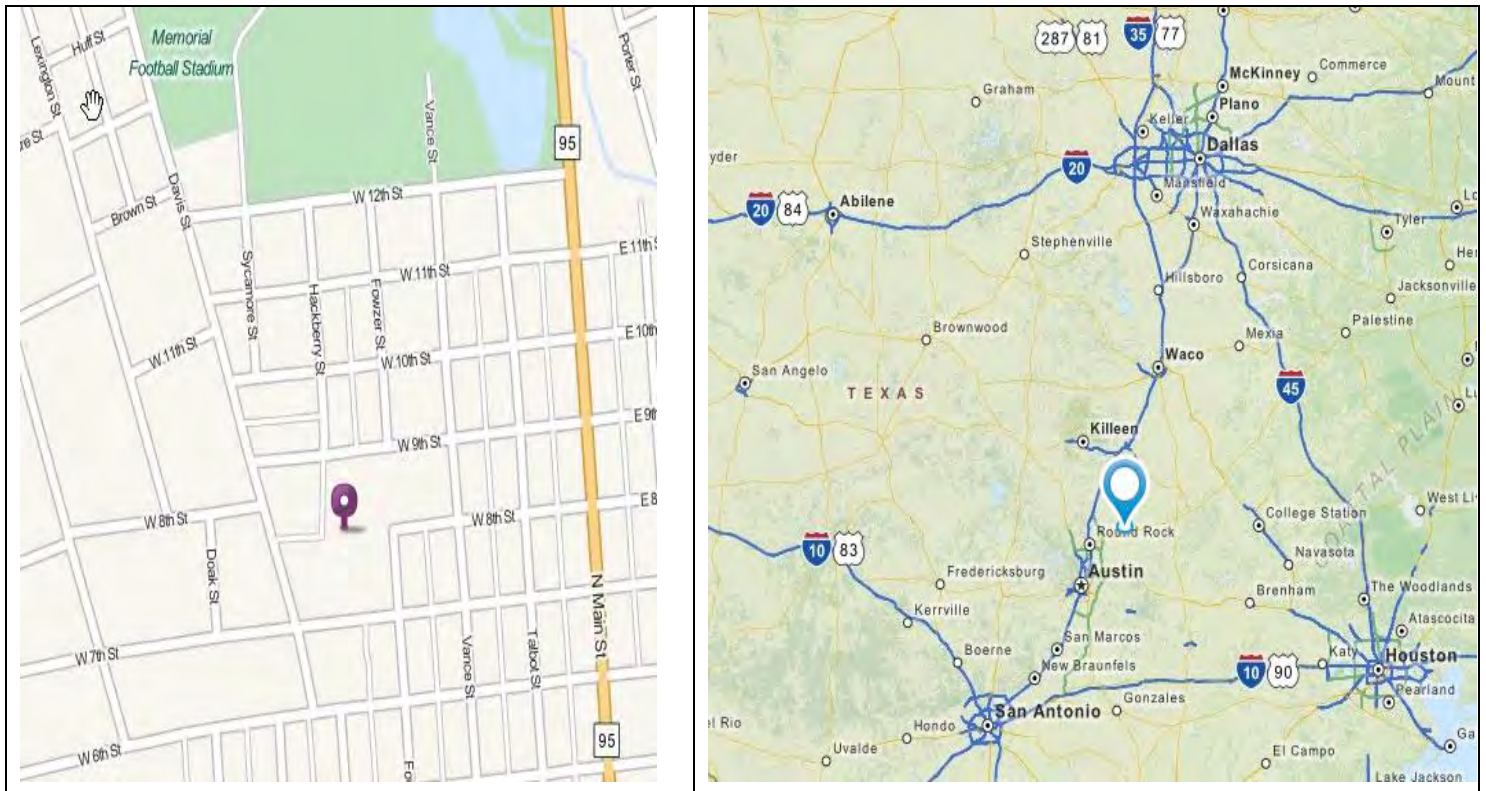


Figure 4 – Regional and Local Maps

B. Local

Downtown Taylor features several historic buildings constructed as early as 1883. The city features a wonderful mixture of historic homes, mid-century homes and modern construction. Taylor also features a tremendous amount of parkland per capita with three (3) parks containing lakes.

C. Downtown Revitalization

In 2013, the City of Taylor, in partnership with its Main Street Program embarked upon a concerted effort to revitalize Historic Downtown Taylor. (Taylor's downtown is listed on the National Register of Historic Places.) The City initiated a Downtown Rental Assistance Program which has resulted in 16 new businesses locating to the downtown area. Tax Increment Fund Grants may also be awarded to assist with façade or other building improvements. The City's Planning and Development Department also partners with business owners to accomplish asbestos abatement and similar projects.

During this time there have also been substantial private investments made. Currently, three of the four historic structures at 2nd and Main Streets (the former crossing of Business 79 and Highway 95) undergoing major renovations, one of which is a 30,000 sq foot former department store and textiles factory.

D. Market Demographics

Taylor's population is approximately 17,000 within Williamson County, a county of approximately 488,168 residents. Taylor borders the Greater Austin MSA which has a population of approximately 1,883,051.

Notwithstanding Taylor's close proximity to Austin, with many residents commuting south each day, Taylor has a significant, growing and diverse mixture of businesses and industries. Taylor is the home of the Electric Reliability Council of Texas (ERCOT), which manages the power flow to 23 million Texas customers representing 85 percent of the state's electric load.

Taylor has a primary retail trade area of about 38,000 residents and a secondary retail trade area of about 62,000.

More detailed demographic information is available by request.

IV. POTENTIAL INCENTIVES

A. Tax Rebates or Abatement

To enhance economic development efforts, the City of Taylor may offer ad valorem tax rebates or abatements. The percentages offered are dependent on the type of project and the calculated potential return on the City's investment. Sales tax and Hotel Occupancy Tax rebates are also possible for an advantageous project.

B. City Permit Fee Reduction or Waiver

The City of Taylor will offer expedited permitting for this project. Fee reduction or waivers are possible for this project.

C. City Processing and Impact Fees

This project could qualify for Impact Fee reduction or waiver.

V. DEVELOPMENT CRITERIA

A. Design

Design that preserves and enhances the historic character of the 7th Street Campus will be a critical component of development. The selected developer will create design standards consistent with this goal. Examples of past work in rehabilitating facilities similar to the 7th Street Campus are desired.

Plans that accommodate and permit the Switzer Senior Center, Shepherd's Heart Food Pantry and other non-profit organizations currently housed on the Campus to remain in place will be deemed preferable, but this is not a requirement.

B. Auditorium

The 7th Street Task Force has identified the second story auditorium as a potential major asset to the community. The auditorium seats approximately 900 people and could be utilized for community theater, concerts and other such performances.



Figure 5 - Auditorium

C. Parking

The campus is located on 5.6 acres where ample parking could be available.

D. Affordable Housing

This RFQ does not mandate that any new Campus development designate any new dwelling units as affordable and it is possible that both rental and for-sale units may be “affordable by design”. The Partners are nevertheless open to proposals that provide various levels of affordability as part of a development financing program. While the Partners are not encouraging deed restricted affordable housing, the Partners are open to proposals that might include affordable units in their development financing.

E. Green Building

The Partners desire that Green Building principles be utilized as much as possible in this project.

VI. OPPORTUNITY SITES

A. Summary

The Campus contains at least four (4) components/opportunity sites (see Figure 6) which should be considered in a Master Plan for this project.

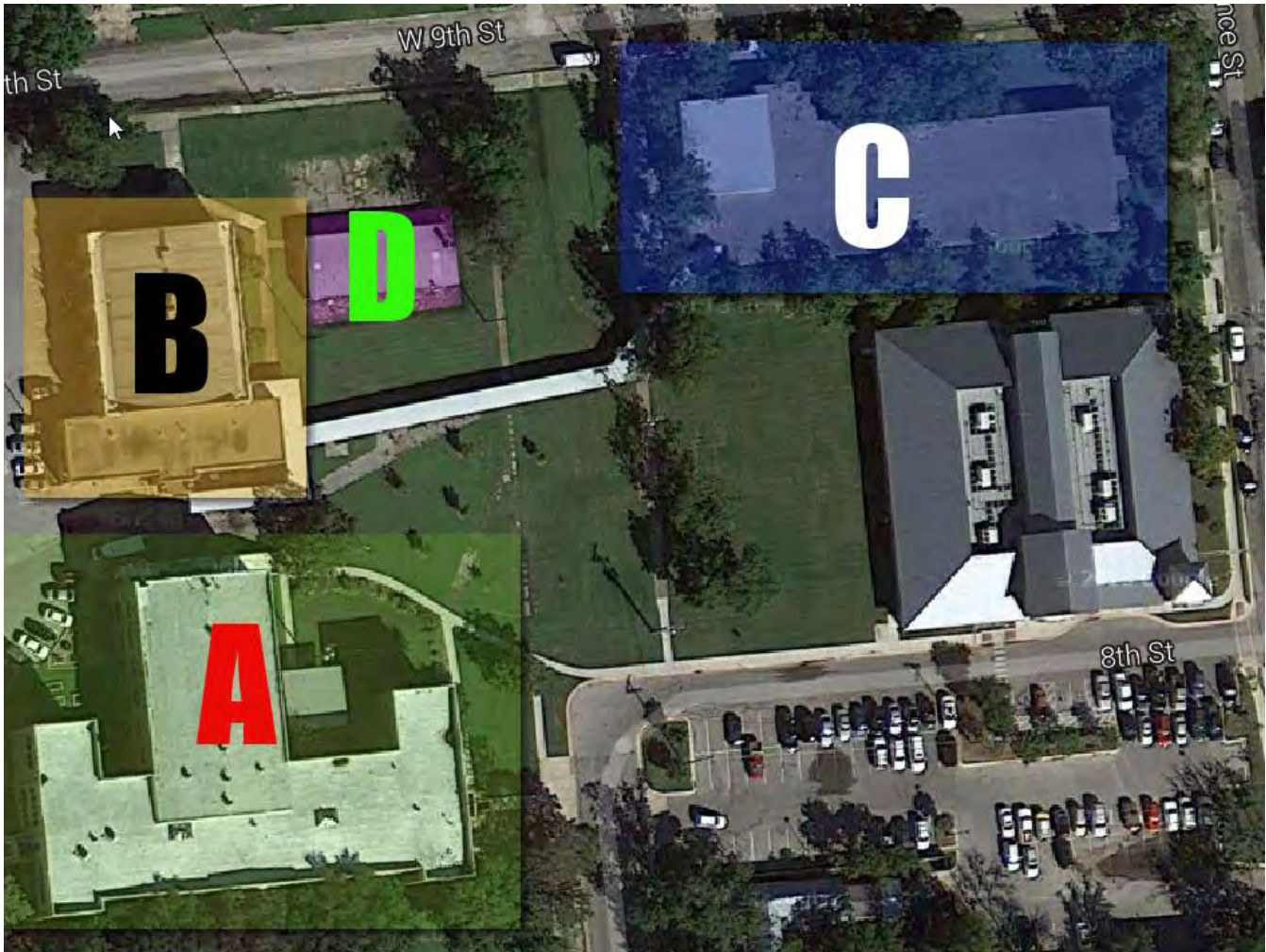


Figure 6 – Opportunity Sites

Responding developers are encouraged to consider all four (4) sites to be included in a Master Plan. TISD is currently the owner of these properties. The Partners have expressed a desire to see all four (4) sites developed, but the primary focus of their interest is Site A—the main campus building.

B. Site A

The Main Building was constructed and opened in 1923 and served as a high school until 1970. The building was then utilized as a Middle School through 2000. Since that time, various non-profits have utilized space in the building and a senior center was constructed and still operates

(with a food pantry) in the former cafeteria. The Main Building is approximately 30,500 square feet including the basement and current Senior Center. This does not include the area of the auditorium.



Figure 7 – Campus Main Building

The City and TISD are seeking a redevelopment plan for the adaptive re-use of the building that will be consistent with its vision for sustainable development and the preservation of this historical site.

The 30,500 square foot Main Building contains an ornate period auditorium upstairs that seats approximately 900.

A variety of uses for these buildings are possible. These uses include but are not limited to those centered on education, spiritual outreach, health and elder care, environmental study, sustainable agriculture, tourist and recreational endeavors and mixed income housing. A local citizens' task force has recommended that the site be converted into a healthy senior living complex, retaining the currently housed non-profit organizations in place if possible. Up to 5.6 acres of land are available.

C. Site B

Site B is a 6,500 square foot, fully functional gymnasium with hard wood floors, basketball goals and bleachers. The building also contains two former locker room areas, and coaches' offices. The building is not currently climate controlled.

There is a desire among the Partners that the gym be utilized for healthy lifestyle activities for either the potential residents of Site A (The Main Campus building) and/or perhaps be open or available to the community for such uses.

Currently, the Shepherd's Heart Food Pantry utilizes the former locker room space for storage. TISD has also permitted local youth basketball leagues to practice in the gym.

There are no existing leases on this property at this time. The current tenants are only utilizing this area with the permission of the school district.



Figure 8 - Gym



D. Site C

Site C is approximately 18,000 square feet and is located just southeast of the Main Campus building and gym. It contains a large room that formerly functioned as a band hall. The building currently contains numerous classroom type spaces and has functioning restrooms. This building had been utilized up until the end of this past school year as an alternative school for TISD. TISD will not utilize this building in the future.



Figure 9 – “Band Hall” Annex Building – Site C

E. Site D

Site D is an approximately 2,100 square foot metal building. It had served as a welding training classroom.



Figure 10- Former Welding Shop – Site D

VII. SUBMITTAL PROCESS: DEADLINE, REQUIREMENTS & REVIEW

A. Deadline for Submissions

All submissions must be received at the address below no later than 5:00 p.m CDT, September 19, 2014. Only hard copies will be accepted. Electronic or fax copies will be rejected. RFQ submittals are to be delivered to:

**City of Taylor
City Manager's Office
400 Porter Street
Taylor, Texas 76574**

Please provide ten (10) complete sets plus one (1) electronic CD version of the information requested below. Please organize your submittals into sections separated by identification tabs with the same titles as those provided below. The Partners reserve the right to request additional information from responders following review of the information submitted.

B. Requirements for Submissions

The following is requested in order for the Partners to evaluate the experience and capacity of the developer to undertake the proposed project.

1. Transmittal Cover Letter

Please address the letter to:

**Jeff Straub
Interim City Manager
City of Taylor
400 Porter Street
Taylor, Texas 76574**

The transmittal letter should include the following information:

- Name, address, telephone and fax numbers, etc. for the lead development company.
- Name, title, address, telephone number, fax number and email address of the person designated as the primary contact for the lead development company.
- Legal structure of lead development company or anticipated entity (e.g., corporation, joint venture, limited partnership, etc.) and date of legal establishment.

2. Development Team Summary

The development team could consist solely of a developer and the Partners do not expect that respondents can at this time identify all the professionals that might eventually be involved in the project. However, to the extent that a more comprehensive set of team members can be identified (e.g., architect, consultants), please do so by providing the following information on each member of your team.

- If the lead development company has already identified outside consultants or advisors to assist in the planning, design, negotiations, or other aspects of the project, please identify these consultants/advisors and briefly describe the nature and type of service to be provided and a description of the roles of key team members plus one-to-two page

resumes of relevant staff assigned to this project.

- Description of core business activities
- Number of years in business
- Number of full-time employees
- Supplemental materials, such as company brochures, etc.
- List of any commercial properties or development sites currently owned or controlled by developer or any of its identified team members.

3. Proposed Site or Sites and Project Concept

The Partners are interested in an RFQ response that provides a project concept that meets the Partners' goals and criteria in unique and innovative ways. The Partners expect that the developer's concept would not need to include any detailed design drawings (e.g., site plan, floor plans, elevations or renderings).

Responders are nevertheless encouraged to submit as much detail as they deem appropriate in order for the Partners to clearly understand the project.

The Partners have identified the following items that responders may want to incorporate, to the extent possible and appropriate at this RFQ stage. The Partners acknowledge that responders may not be able to provide all or complete descriptions for all of the points listed below:

- Overall project narrative that identifies the proposed site or sites and gross value of proposed development
- A summary of the proposed process for community engagement and involvement
- List types of uses (e.g., office, retail, residential, etc.) including building area (gross) by uses and how the project relates to Plan objectives and supports Partners goals
- Describe the scale of any additional development including building heights and massing, articulation of ground-level retail spaces and relationship to the public sidewalk
- Provide an estimate of total square feet of residential uses, leasable square feet of retail space, leasable square feet of entertainment/cinema space (if applicable), and leasable square feet of office space (if applicable)
- Articulate the marketing focus of the residential units and how that market focus might be reflected in unit type, project features and price point
- Articulate a retail development strategy, including location of key uses, size/distribution of tenant spaces, interrelationship with parking resources, identification of illustrative tenancies, and related factors
- Provide an estimate of the number of housing units (if applicable) and if possible a breakdown of the mix of units with number of bedrooms and bathrooms, plus amenities
- Provide an estimate of the number of on-site private and on-site public parking spaces and their location
- Describe potential green building features that might be incorporated into the project
- If applicable, describe potential phasing issues/concerns, and construction staging

4. Relevant Development Experience and Development Capacity

Please provide a description of no more than three (3) similar projects completed or in process by the development team. Members of the proposed development team for the proposed project should have had a significant role in these past projects. For each project, please include the following, as applicable and to the extent possible and appropriate:

- Project name, location and type of real estate product
- Description of the real estate product, its quality and amenities
- Experience in developing community consensus and securing community support for the project
- Current status of the project (i.e., construction status or number of years since completion)
- Photos and site plans of the project
- Names and roles of other companies, organizations, or partners involved in the project
- Development cost and financing summary
- Primary sources of equity and debt
- Primary sources of cash or cash equivalents employed during pre-development
- List of lenders for the project including contact name, phone number and email address
- Indication of whether the project involved a ground lease
- Indication of whether the project involved a business relationship with a public partner and a description of the nature of any such relationship

5. Demonstration of Financial Capacity and Related Information

Please provide the following information to demonstrate the financial capacity to undertake and complete the development proposed in the Proposed Site or Sites and Project Concept section. Developers shall mail or deliver one (1) bound original of the Evidence of Financial Capacity, Section 5 of the RFQ (which shall remain confidential) under separate cover by the same date and time to:

**Jeff Straub
Interim City Manager
City of Taylor
400 Porter Street
Taylor, Texas 76574**

This information will be used solely by them for purposes of evaluation under the RFQ and will be treated as confidential to the extent allowed by law. This one (1) original will be returned at the conclusion of the selection process with no copies retained by the City / RDA.

- Financial Statements for the previous three (3) fiscal years for the lead development or team members (as applicable). Certified statements are preferred
- Most recent annual report(s)
- List of any current non-performing loans or loan defaults in the past five (5) years
- Description of instances in which a member of the development team or any named individual has been involved in litigation or other legal dispute regarding a real estate

venture during the past five (5) years. Include information regarding the outcome of the litigation or dispute

- Information about instances in which any member of the development team has ever filed for bankruptcy, or any projects that have been lost to foreclosure
- Past history of raising capital
- Composition of real estate portfolio by type and occupancy percentage
- Any available evidence that demonstrates that the development team has the financial capacity to engage in the planning and development of the site or sites, specifically: (1) balance sheets detailing cash or cash equivalent funds sufficient to fund necessary pre-development activities pursuant to an ENA; and (2) evidence of financial capacity to carry out the development of the proposed site or sites

6. References

Provide references with sufficient information to ensure easy contact. This should include company/organization, names, titles, telephone numbers, and email addresses for individual who can provide information relating to the following items:

- **Financial Contacts** – Identify at least three (3) contacts that have provided members of the development team with debt or equity financing of at least the magnitude likely to be required for the proposed project.
- **Public or Government** – Identify at least two (2) redevelopment Partners, county, city or other public officials who have been involved with a project completed by members of the development team (e.g., city managers, redevelopment staff, Planning directors, economic development directors, etc.).
- **General** – Provide the names of up to two (2) other contacts that could provide information about the experience and capability of members of the development team for a program of the magnitude proposed.

C. Submittal Schedule

- June 25, 2014 – Release of this RFQ
- July 15, 2014– Site Visit (optional); Deadline to submit questions / clarifications
- July 22, 2014 – Question responses distributed
- August 4-6, 2014– Second Site Visit (possible – to be confirmed)
- August 11-13, 2014 – Informational meetings with individual proposers (optional) as requested.
- September 19, 2014, 5:00 pm CDT – Deadline to submit responses to RFQ

VIII. EVALUATION CRITERIA AND SELECTION PROCESS

A. Evaluation Criteria

The submittals will be analyzed based upon, but not limited, to the following criteria:

1. Direct relevant qualifications and experience of the development team
 - General qualifications of team members
 - Compatibility of proposed sponsor and project with Partners objectives

- Quality and financial performance of past projects
 - Experience with similar high-profile mixed-use (retail/office/residential) public-private projects with significant community input conducted in partnership with a redevelopment Partners
 - Demonstrated successful experience of the development entity (not consultants to that entity) in negotiating complex real estate transactions with public Partners
2. Financial capability of development team including lender references
- Demonstrated ability to raise debt and equity for a project of the magnitude that is being proposed
 - Strength of relationships with financial institutions
 - Overall financial track record and capacity
 - Litigation and bankruptcy disclosures

B. Selection Process

The Partners intend to form a Review Committee prior to conclusion of the submittal deadline in September 2014. The Community Review Committee will identify any additional information that might be requested of responders as well as comment on the strengths and weaknesses of a short list of proposals. The Committee and Partners staff may conduct interviews of selected responders including presentations of the materials submitted, but the Partners do not currently expect that responders will be required to make a public presentation.

The Partners may consider undertaking the additional step of a Request for Proposals (RFP) process prior to selecting a developer candidate. The RFP process will allow the Partners to select a short list of responding developers, who will be invited to submit a more detailed proposal.

The Review Committee's comments will be forwarded to the Partners Board for its consideration along with the Partners Executive Director's recommendation for the selection of the preferred developer. Final developer selection will be subject to approval by the Partners Board.

IX. POST SELECTION PROCESS AND FUTURE MILESTONES

Upon Partners' Boards' selection of a preferred developer partner, Partners staff will begin the process to complete a transfer of the property to the selected entity and/or craft other development agreements. The selected developer will be responsible for all costs and expenses that the developer incurs during this period, except as the Partners may agree otherwise, in writing.

A development agreement will be crafted to identify and describe all responsibilities of the developer and the Partners and finalize all business terms between the Partners and the developer concerning the proposed development. The agreement will include detailed Milestone Time Frames for project phases including, but not limited to, design development, entitlement, permitting, financing, and start and completion of construction.

FUTURE MILESTONES (preliminary target dates subject to change)

These are the steps in our process, which may be modified as required, at the sole discretion of the Partners. These timeframes assume that the intermediate RFP process is not required.

- October/November 2014 – Partners' Boards' preliminary consideration of recommended preferred developer

- November 2014 – Partners’ Boards’ final consideration of potential agreements.
- April 2015 – Partners’ Boards to tentatively approve conceptual design, development program and business terms, including Partners’ financial role
- June 2015 – Design Review permit submitted
- June 2015 – Partners’ Boards’ final consideration of development agreements.
- Fall/Winter 2015 – construction start
- Fall/Winter 2016 – construction end

X. DISCLAIMERS, LIMITATIONS AND WAIVER OF PROTEST

By responding to this RFQ, each proposer voluntarily and knowingly agrees as follows:

- All numbers in this RFQ are approximate. Although deemed to be secured from reliable sources, responders will independently confirm any and all numbers to their satisfaction.
- Selection is at the sole discretion of the Partners.
- It is conceivable that different developers could be selected for different buildings.
- The Partners may amend or terminate selection procedures at any time at its sole discretion.
- The Partners are not obligated to enter into any agreement with any entity as a result of this process or provide any assistance (financial or otherwise) to any entity.
- The Partners are not, under any circumstances, responsible for costs borne by proposers for preparing responses to this solicitation, or any costs associated with the selection process. Each proposer shall bear its own such costs. Each proposer shall hold the Partners harmless from any and all liability, damage, claim, loss and/or expense incurred by or on behalf of such proposer in connection with or relative to this RFQ.
- The Partners will not pay a finder’s fee / brokerage fee to any entity representing or purporting to represent proposers. Each proposer shall hold the Partners harmless from any and all liability, damage, claim, loss and/or expense incurred in connection with or relative to any such fee.
- All materials submitted in response to this solicitation will become the property of the Partners. The Texas Open Records Act/ Public Information Act (Texas Government Code Chapter 552) mandates public access to government records. Therefore, unless the information is exempt from disclosure by law, the material submitted may be made available to the public. Any material that responders wish to be maintained as confidential must be clearly marked “CONFIDENTIAL”.
- The Partners assume no responsibility for delays caused by delivery service. Postmarking by the due date will not substitute for actual receipt by the designated due date and time.
- By submitting a response to this RFQ, each proposer expressly waives any and all rights that it may have to object, protest or seek legal remedies whatsoever regarding any aspect of this RFQ, including without limitation, the Partners’ selection of a developer, the Partners’ rejection of any or all submittals and any subsequent agreement that might be entered into as a result of this RFQ.

Proposers are cautioned not to contact members of the Partners Board during this selection process, apart from interface that is structured by Partners staff; doing otherwise may result in disqualification of proposer.

The Partners reserve the right to modify, suspend, or terminate at its sole discretion any and all aspects of the RFQ process. The Partners also reserve the rights to obtain further information from any and all responders submitting qualifications and to waive any defects as to form or content of any responses.

XI. CITY CONTACT FOR QUESTIONS

For questions pertaining to this RFQ, please contact:

Jeff Straub
Interim City Manager
City of Taylor
400 Porter Street
Taylor, Texas 76574

E-mail: jeff.straub@taylortx.gov
Phone: (512) 352-3677

Send ten (10) hard copies and one (1) electronic CD copy of submittal to the above address.

*The proposal packages must be received no later than **September, 19, 2014.***

Submittals received after 5:00 PM CDT on that date will not be accepted.

Faxes or emails will not be accepted.

We thank you for your participation!



***City Council Meeting
June 26, 2014
Agenda Item Transmittal***

Agenda Item #: 11

Agenda Title: Review Communications component of the TEEX Taylor Community and Economic Initiative Action Plan

Council Action to be taken: Review and Provide Feedback

Initiating Department: City Administration

Staff Contact: Jeff Straub, Interim City Manager

1. INTRODUCTION/PURPOSE

The recently completed TEEX Taylor Community and Economic Initiative Action Plan contains six (6) segments: Communication, Infrastructure, Education, Business Environment and Marketing.

Upon identification of these items, staff began to immediately implement the Action Steps. We have also conducted follow up meetings to “brain storm “on how to best accomplish the stated goals.

In the interest of time, this evening we intend to discuss the first component of the Action Plan: Communications.

2. DESCRIPTION/ JUSTIFICATION

3. FINANCIAL/BUDGET

n/a

4. TIMELINE CONSIDERATIONS

ACTION STEPS	WHO	MEASURE OF SUCCESS	START
a. Regularly update residents on activities	City, TISD, TEDC, Chamber of Commerce	At least one update given per month by each entity via newsletter, notes, website, email, social media, or meeting	2 nd quarter 2014
b. Hold informal coffee or conversation rounds throughout town	City, TISD, TEDC, Chamber of Commerce	Schedule developed and implemented	2 nd quarter 2014
c. As a united leadership team, schedule numerous presentations with organizations, clubs and town meetings to publically educate the public & readily answer questions	City, TISD, TEDC, Chamber of Commerce	- Schedule developed and held for meetings every 6 months - Presentation materials prepared	3 rd quarter 2014
d.			
e. Expand Taylor 101	City, TISD, TEDC, Chamber of Commerce	- Curriculum developed - Citizens are invited to register	3 rd quarter 2014
f. Encourage participation of citizens of all backgrounds to get involved in community organizations and public committees	City, TISD, TEDC, Chamber of Commerce	- Organizations & committees have members from varied backgrounds and ethnicities - Open positions are filled by a wider cross-section of citizens	4 th quarter 2014

5. RECOMMENDATION

Accept report and provide feedback

6. REFERENCE FILES

11a. [TEEX Communications Action Plan Efforts](#)

TEEX ACTION PLAN UPDATE

COMMUNICATIONS

It has become apparent that there is a large block of citizens that responded to the survey that are uninformed about the efforts and actions of the City of Taylor and our Partners. As such, some of these citizens perceive a past leadership void.

It is understood that we need to utilize any and all potential communications methods available to us to remedy this perception and inform citizens.

Action Step

1) Regularly Update citizens on activities.

Measure of Success

At least one update given per month by each entity via newsletter, notes, website, email, social media, or meeting

PROGRESS

- 1) Daily Updates via Facebook/Twitter**
 - 2) Weekly Electronic News Letter**
 - 3) Monthly Print Newsletter**
 - 4) Regular Press Releases**
 - 5) Notify Me**
 - 6) Channel 10**
 - 7) Considering weekly KRXT show**
 - 8) Weekly newspaper column?**
-

Action Step

- 2) Hold informal coffee or conversations rounds throughout town.**

Measure of Success

Schedule developed and implemented.

PROGRESS

- 1) Informal “Meet the Council” coffees have been scheduled for every other Saturday with venue to change every quarter.**

Action Step

- 3) As a united leadership team, schedule numerous presentations with organizations, clubs and town meeting to publicly educate the public and readily answer questions.**

Measure of Success

Schedule developed and held for meetings every 6 months;
Presentation materials prepared.

PROGRESS

- 1) In that this item involves all partners, we are working to utilize the existing very well attended TEDC First Friday Breakfast for these Partner presentations.**

Action Step

- 4) Expand Taylor 101**

Measure of Success

Curriculum developed; citizens invited to attend.

PROGRESS

- 1) Taylor 101 was implemented earlier this year and its first class graduated.
 - 2) All Partners excepting TISD were invited to participate
 - 3) TISD will be invited to conduct a block of training at next Taylor 101 – scheduled for September 2014
-

Action Step

5) Encourage participation of citizens of all backgrounds to get involved in community organizations and public committees.

Measure of Success

Organizations & committees have members from varied backgrounds and ethnicities; Open positions are filled by a wider cross-section of citizens.

PROGRESS

- 1) Board and Committee informational brochures will now be distributed at every event table hosted by city staff;
- 2) E-solicitation for Board and Committee members will occur on a regular basis;
- 3) Brainstorming community meeting being planned.



***City Council Meeting
June 26, 2014
Agenda Item Transmittal***

Agenda Item #: 12
Agenda Title: Discuss future meeting dates.
Council Action to be taken: Change or confirm meeting dates for July.
Initiating Department: City Administration
Staff Contact: Jeff Straub, Interim City Manager

1. INTRODUCTION/PURPOSE

It has come to our attention that both the Mayor and Mayor Pro Tem may not be able to attend the July 10th city council meeting. Council may consider rescheduling the meeting date or cancelling the July 10th meeting.

2. DESCRIPTION/ JUSTIFICATION

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

Council decision.

6. REFERENCE FILES

12a. [Calendars](#)

June 2014

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12 <i>Council Meeting 6:00 pm</i>	13	14
15	16	17	18	19	20	21
22	23	24 <i>Public Meeting at West End School 6:30 pm</i>	25 <i>Special Exec Session Council Meeting 7:00 pm</i>	26 <i>Council Meeting 6:00 pm</i>	27	28
29	30					

July 2014

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4 <i>Holiday</i>	5
6	7	8	9	10 <i>Regular Council Meeting 6:00 pm</i>	11	12
13	14	15	16	17	18	19
20	21	22	23	24 <i>Council Meeting & Budget Workshop I 6:00 pm</i>	25	26
27	28	29	30	31		



***City Council Meeting
June 26, 2014
Agenda Item Transmittal***

Agenda Item #: 13
Agenda Title: Consider future agenda items.
Council Action to be taken: No action can be taken on this item
Initiating Department: City Council
Staff Contact: Mayor

1. INTRODUCTION/PURPOSE

Under this item, we will be receiving input regarding future agenda items from you. This agenda item will be added as a routine matter on each of your upcoming agendas and will not be an action item since no specific items are listed for consideration. Staff will also be bringing potential agenda items before you at this time.

2. DESCRIPTION/ JUSTIFICATION

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

6. REFERENCE FILES

13a. [Continuous list](#)

Current topics still to be addressed:

Gonzales:

- more discussions regarding a strategic plan; 5 year plan: **discussed at May 22 meeting; additional discussion planned for upcoming mtg**
- a city facilities assessment
- cemetery streets addressed: **added to the CIP**
- board volunteer recognition/appreciation event: **in planning stage**
- more frequent updates from the TEDC prior to budget presentation

Hill:

- List of streets maintained by TxDot for public information
Added to Street Committee handouts.

Ancira:

- requested a joint meeting or workshop with the TEDC Board after the new city manager is in place- **Pending.**
- Discuss CARTS and AMTRAK project update – **Pending – Work in progress.**
- Corridor signage – **In committee pending branding efforts.**

Green:

- Information on a plan to recruit businesses for the rental assistance program & marketing plan for Main Street. **(South Main Street info June 26)**
- Consider a “vacant building fee” and guidelines for downtown Main Street properties; **June 26**
- Update on corridor signage: **waiting for Main Street Board info**

Rydell:

- consideration of developing an in house street program to repair, fix and rebuild when possible: **Street committee working on options.**
- Developing historic preservation ordinances – **In Progress – Main St Bd; Janetta McCoy**
- an update on the Downtown street project
TIF Board will present contract with Urban Planner on 06-26-14.
- review results of the TEEX Community Strategic Plan and begin to develop City plan
June 26; communications
- More diversity for board volunteers; Summit of leaders
- Update on 7th street plan; **June 26th RFQ process**

Other topics of interest included

- CIP Program/Plan with timeline and funding obligations noted for future planning



***City Council Meeting
June 26, 2014
Agenda Item Transmittal***

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

1. INTRODUCTION/PURPOSE

2. DESCRIPTION/ JUSTIFICATION

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

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

6. REFERENCE FILES

14 a. [Executive Session form](#)

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

1. OPEN MEETING ANNOUNCEMENT

The City of Taylor City Council convened in Open Session, declared a quorum on June 26, 2014 and has posted an Official Agenda indicating the possible need for an Executive Session. The Council will now adjourn into Executive Session pursuant to the Texas Open Meetings Act, Government Code Section:

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

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

2. BACK TO OPEN SESSION

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

CERTIFICATION

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

WITNESS my hand this the _____ day of _____, 2014.

Mayor