

# **AGENDA**

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

JUNE 12, 2014, 6:00 P.M.

## **CALL TO ORDER AND DECLARE A QUORUM**

## **INVOCATION**

## **PLEDGE OF ALLEGIANCE**

## **PROCLAMATIONS**

1. Proclamation: In recognition of Vesta Ryan. (Mayor)
2. Proclamation: Blackshear/O.L.Price Ex-Student's Association. (Mayor)

## **CITIZENS COMMUNICATION**

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

## **CONSENT AGENDA**

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

3. Approve minutes for May 19, May 20, May 22, and May 27, 2014. (Susan Brock)
4. Consider an amendment to the Alliance Geotech 380 Agreement. (Bob vanTil)
5. Concur with preliminary financials for April, 2014. (Rosemarie Dennis)

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

6. Receive progress report from the Street Maintenance and Reconstruction Committee. (Ed Komandosky, Jose Orta)
7. Consider introducing Ordinance 2014-08 regulating distance requirements between churches and establishments selling alcohol. (Bob vanTil)
8. Consider introducing Ordinance 2014-09 correcting Ordinance 2013-15 regarding annexation of property described as 27.3 acres owned by Marvin Graw. (Bob vanTil)
9. Consider approving Resolution R14-12 to enter into an agreement with the Choice Partners Purchasing Cooperative. (Rosemarie Dennis)
10. Consider request for funding from Texas Mission of Mercy dental service program. (Jeff Straub)
11. Consider future agenda items. (Mayor)

## **EXECUTIVE SESSION**

12. Executive Session I. The Taylor City Council will hold 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.

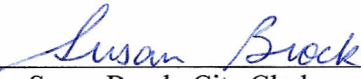
- Disposition of West End School

15. Consider action from either 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 9, 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:  Date 6/9/14  
Susan Brock, City Clerk





***City Council Meeting  
June 12, 2014  
Agenda Item Transmittal***

**Agenda Item #:** 1  
**Agenda Title:** Proclamation: In recognition of Vesta Ryan.  
**Council Action to be taken:** Mayor presents proclamation to Ms. Ryan.  
**Initiating Department:** City Management  
**Staff Contact:** Jeff Straub, Interim City Manager

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| <b>1. INTRODUCTION/PURPOSE</b> |
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Friends of Ms. Vesta Ryan have requested recognition of her past and future accomplishments as an active senior in the community. Her current plans are to serve as a missionary in Ghana later this year to teach sewing skills to the women so they may be productive wage earners in their own communities.

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| <b>2. DESCRIPTION/ JUSTIFICATION</b> |
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| <b>3. FINANCIAL/BUDGET</b> |
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| <b>4. TIMELINE CONSIDERATIONS</b> |
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| <b>5. RECOMMENDATION</b> |
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| <b>6. REFERENCE FILES</b> |
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1a. [Proclamation](#)

# **PROCLAMATION**

WHEREAS, Vesta Ryan was born on January 23, 1933, in the small community of Tanglewood, Texas as a child of the Great Depression; and

WHEREAS, Vesta moved to and from Taylor many times during her childhood and in 1950 united in marriage with Edward Ryan whom she met at Sunday School class; and

WHEREAS, she has always been an active member of the First United Methodist Church and has served her church community well; and

WHEREAS, on June 26, 2014, The Church will be joining forces to make sure her Missionary trip to Africa later this year will be a success as she will be fulfilling her lifelong dream to serve as a missionary and teach women in Ghana new sewing skills; and

WHEREAS, Vesta Ryan is a bright and shining example of the valuable contributions our seniors make to our community and society as a whole.

NOW, THEREFORE, On behalf of the City Council of the City of Taylor and in recognition of a life filled with accomplishments and more to come, I do hereby Proclaim, June 26, 2014 as

## **VESTA RYAN DAY**

In Taylor, Texas

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Jesse Ancira, Jr., Mayor



***City Council Meeting  
June 12, 2014  
Agenda Item Transmittal***

**Agenda Item #:** 2  
**Agenda Title:** Proclamation: Blackshear/O.L.Price Ex Student Association.

**Council Action to be taken:** Mayor presents proclamation to Ms. Jennifer Harris.

**Initiating Department:** City Management

**Staff Contact:** Jeff Straub, Interim City Manager

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| <b>1. INTRODUCTION/PURPOSE</b> |
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This item is intended to recognize the annual reunion event of the Blackshear/O. L. Price Ex-Student's Association.

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| <b>2. DESCRIPTION/ JUSTIFICATION</b> |
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| <b>3. FINANCIAL/BUDGET</b> |
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| <b>5. RECOMMENDATION</b> |
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| <b>6. REFERENCE FILES</b> |
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2a. [Proclamation](#)



Proclamation  
In honor of the

## Blackshear/O. L. Price Ex-Student Association

**WHEREAS**, in 1920 there was a school for African American children known as the Blackshear School, named after Edward L. Blackshear, a pioneer in Texas education for African Americans; and

**WHEREAS**, in 1948, the school was renamed in honor of Oliver. L. Price, who served as the principal of Blackshear School for nearly thirty years; and

**WHEREAS**, the Blackshear/O. L. Price Ex-Student Association was established with the mission “To promote awareness of the African American culture and the appreciation of the African American heritage by engaging in community involvement, charitable, benevolent, patriotic and educational activities”; and

**WHEREAS**, African Americans have made and continue to make valuable and lasting contributions to the City of Taylor as leaders in business, education, politics, medicine, and the arts.

**NOW, THEREFORE**, on this day, June 12<sup>th</sup>, 2014, as Mayor of the City of Taylor, I do hereby pay tribute to the many accomplishments of the

## Blackshear/O. L. Price Ex-Student Association

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Jesse Ancira, Jr., Mayor



***City Council Meeting  
June 12, 2014  
Agenda Item Transmittal***

**Agenda Item #:** 3

**Agenda Title:** Approve minutes for May 19, May 20, May 22 and May 27, 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**

- 3a. [Minutes, May 19, 2014.](#)
- 3b. [Minutes, May 20, 2014.](#)
- 3c. [Minutes, May 22, 2014.](#)
- 3d. [Minutes, May 27, 2014.](#)

The City Council of the City of Taylor met at a Special Joint Meeting on May 19, 2014, at the TISD Board Room, Main Street Events Center, 3101 North Main St., Taylor, Texas. Mayor Jesse Ancira, Jr. declared a quorum and called the joint Council and TISD Board meeting to order at 8:30 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  
Susan Brock, City Clerk

## REGULAR AGENDA

### 1. DISCUSS AND CONSIDER ACTION RELATED TO REAL PROPERTY TRANSACTIONS THAT AFFECT BOTH ENTITIES INCLUDING THE 7<sup>TH</sup> STREET FACILITY, THE LEGACY EARLY COLLEGE HIGH SCHOOL PROGRAM, AND MEMORIAL FIELD.

Mayor Ancira and TISD Board President asked for comment from either group regarding the Memorandum of Understanding related to the 7<sup>th</sup> Street facility. Council Member Hill asked that a statement be added to Section 2 that would allow up to 15 days for the utilities to be transferred back to the school district at the end of the agreement on December 31, 2014. Hearing no other comment or discussion Council Member Green moved to approve the agreement as presented with the statement added by Council Member Hill. Council Member Hill seconded the motion. VOTE: Five voted AYE. Motion passed.

Mr. Jerry Vaughn, District Superintendent, presented a request to assist in a solution to the relocation of the portables located at the Temple College campus on Main Street. Both the Board and Council directed their staffs to work together in developing several solutions that will be brought back to the groups for their consideration. It was anticipated that there would be a need to extend the current agreement that expires in August, 2014 and Council members agreed in concept that they would be open to discussing that issue further once the staff has time to consider alternative solutions.

Mr. Vaughn stated that it was brought to his attention that Memorial Field is situated on properties jointly owned by both entities and that it would be good practice to have a document stating the appropriate legal ownership for each of the properties. Mayor Pro Tem Gonzales moved to approve the interlocal agreement as presented and Council Member Hill seconded the motion. VOTE: Five voted AYE. Motion passed.

## ADJOURN

With no further business; Mayor Ancira adjourned the council meeting at 9:21 p.m.

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Jesse Ancira, Jr., Mayor

ATTEST:

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Susan Brock, City Clerk

The City Council of the City of Taylor met at a Special Meeting on May 20, 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. Straub led the group in prayer.

PLEDGE OF ALLEGIANCE

REGULAR AGENDA – REVIEW/DISCUSS & CONSIDER/ACTION:

1. CONSIDER APPROVING RESOLUTION R14-11 CANVASSING THE RESULTS FROM MAY 10, 2014 MUNICIPAL ELECTION FOR COUNCIL MEMBER AT LARGE.

Ms. Brock presented a request to approve a resolution that would officially accept the results from the Williamson County Elections Division for the May 10, 2014 City Council election for the At Large position. Mr. Jesse Ancira, Jr. received 553 votes and Mr. Ricky Selin's received 53 votes.

Council Member Green moved to approve the resolution as presented declaring Jesse Ancira, Jr. as elected to the At Large position and Council Member Hill seconded the motion. VOTE: Five voted AYE. Motion passed.

2. ADMINISTER OATH OF OFFICE TO COUNCIL MEMBER AT LARGE.

Judge Randall Pick, Taylor Municipal Court, administered the oath of office to Mr. Jesse Ancira, Jr., for the council member At Large.

3. ELECT A MAYOR.

ADJOURN

With no further business; Mayor Ancira adjourned the meeting at 6:05 p.m.

ATTEST:

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Jesse Ancira, Jr., Mayor

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Susan Brock, City Clerk



The City Council of the City of Taylor met on May 22, 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 VOLUNTEERS PROVIDING TAX ASSISTANCE IN TAYLOR.

Mr. Jose Orta accepted a proclamation from Mayor Ancira on behalf of the volunteers who provided tax assistance in Taylor at both the Library and City Hall locations.

2. RECOGNITION OF TAYLOR INDEPENDENT SCHOOL STUDENTS FOR OUTSTANDING ACHIEVEMENTS.

Mayor Ancira presented certificates to over thirty students who were recognized for their academic and/or athletic achievements during this school year.

#### CITIZENS COMMUNICATION

No citizens came forward during this time.

#### CONSENT AGENDA

3. APPROVE MINUTES FOR MAY 8, 2014.

4. AUTHORIZE EXECUTION OF AN ECONOMIC DEVELOPMENT AGREEMENT WITH G-PIES, INC.

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

#### REGULAR AGENDA: REVIEW/DISCUSS AND CONSIDER ACTION

5. CONSIDER APPROVING PROFESSIONAL SERVICES AGREEMENT WITH HALFF ASSOCIATES FOR ENGINEERING SERVICES RELATED TO FUTURE MDUS PROJECTS.

Mr. Straub presented a request to approve an agreement with Halff and Associates to design options for several drainage projects including Donna, Edmond and Mills Street, McLain, Paula, Kirk, Sams, and Lake Drive drainage issues.

For the record, neither Mayor Ancira nor Mayor Pro Tem Gonzales was on the Council at the time these projects were initially added to the Capital Improvement Projects for the City. Council Member Rydell moved to approve the agreement as presented for \$169,000 and Mayor Pro Tem Gonzales seconded the motion. VOTE: Five voted AYE. Motion passed.

6. CONSIDER APPROVING PROFESSIONAL SERVICES AGREEMENT WITH AVALANCHE CONSULTING, INC. TO UPDATE CITY STRATEGIC PLAN.

Mr. Straub presented a request to approve an agreement with a consulting firm to update the current strategic plan, which was adopted in 2008. He noted that Ms. Holloway with Avalanche Consulting had worked successfully with the Council on two previous occasions and was willing to assist in updating the most recent version for \$14,525.

Council asked Mr. Straub to seek alternative options as well as renegotiate the cost with Ms. Holloway to update the plan.

7. CONSIDER APPOINTMENT TO THE MOODY MUSEUM ADVISORY BOARD.

Ms. Brock presented a request from the Moody Museum Advisory Board to appoint Ms. Shirley McCoy to fill a vacancy created by the resignation of Ms. Linda Looney. No other applicants were available and Ms. McCoy had served on the board previously.

Council Member Hill moved to approve the appointment of Ms. McCoy to the Moody Museum Advisory Board and Council Member Green seconded the motion. VOTE: Five voted AYE. Motion passed.

8. CONSIDER APPOINTING A CITIZEN TASK FORCE TO ASSIST IN REVIEWING THE PERMITTING AND PLAN REVIEW PROCESSES.

Mr. Straub presented a request to consider appointing a committee to review the Requests for Proposals regarding the permit and plan review processes of the City.

Council agreed by consensus to let Mr. Straub and Mayor Ancira appoint six of those individuals who have already expressed an interest in being involved in the process: Bobby Naivar, James Naivar, Brad Moss, Nancy Talley, Tim Talley, and Albert Janecka. Additional names from staff included Thomas Rohlack and Craig Eulenfeld. No formal vote was taken on this item.

9. RECEIVE UPDATE ON West 2<sup>nd</sup> STREET CORRIDOR PLAN.

Mr. vanTil presented a report on recent activity occurring on West 2<sup>nd</sup> Street after the rehabilitation project was complete. He provided photos of a number of buildings that have been revitalized and the work still being done by property owners and code enforcement officials to enhance and improve the corridor as a gateway to the city. No action was taken on this item.

10. RECEIVE UPDATE ON CURRENT AND FUTURE PLANS FOR HERITAGE SQUARE.

Mr. vanTil presented an overview of the existing plans for Heritage Square without the Old City Hall facility. He noted that the Komatsu Architecture firm had provided the city with these plans in 2000 and again in 2010. Council discussed the possibility of inviting an urban planner to review the site and assist staff with future development plans to bring back to Council.

11. CONSIDER FUTURE AGENDA ITEMS.

Mayor Pro Tem Gonzales asked for an update on the ordinance being developed regarding historic preservation.

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

Mayor Ancira and council members retired to closed session at 7:23 pm.

14. CONSIDER ACTION FROM EITHER EXECUTIVE SESSION.

Mayor Ancira resumed the open meeting at 8:58 p.m. and stated that there was no action was taken on any issue during Executive Session.

ADJOURN

With no further business, Mayor Ancira adjourned the meeting at 8:58 p.m.

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Jesse Ancira, Jr. Mayor

ATTEST:

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Susan Brock, City Clerk

The City Council of the City of Taylor met at a Special Meeting on May 27, 2014, at City Hall, 400 Porter St., Taylor, Texas. In the absence of Mayor Jesse Ancira, Jr., Mayor Pro Tem Gonzales declared a quorum and called the meeting to order at 6:00 p.m. with the following present:

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

### REGULAR AGENDA

1. EXECUTIVE SESSION. 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

Mayor Pro Tem Gonzales and council members retired to closed session at 6:01 pm.

2. CONSIDER ACTION FROM EXECUTIVE SESSION.

Mayor Pro Tem Gonzales resumed the open meeting at 6:53 p.m. and stated that there was no action was taken on any issue during Executive Session.

### ADJOURN

With no further business; Mayor Pro Tem Gonzales adjourned the meeting at 6:53 p.m.

ATTEST:

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Chris Gonzales, Sr., Mayor Pro Tem

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Susan Brock, City Clerk



***City Council Meeting  
June 12, 2014  
Agenda Item Transmittal***

**Agenda Item #:** 4  
**Agenda Title:** Consider an amendment to the Alliance Geotech 380 agreement.

**Council Action to be taken:** Consider approval via consent agenda

**Initiating Department:** Planning and Development

**Staff Contact:** Bob van Til,  
Director

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| <b>1. INTRODUCTION/PURPOSE</b> |
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The purpose of this item is to consider an amendment to the 380 Economic Development Agreement with Alliance Geotech. The amendment reduces the investment threshold from \$500,000 to \$400,000.

Alliance Geotech is located in the Mustang Creek Industrial Park at 200 Mustang Cove.

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| <b>2. DESCRIPTION/ JUSTIFICATION</b> |
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Both the Taylor EDC and the City provided the Company incentives to locate to the City. The EDC provided the land and the City provided a property tax rebate. The rebate consisted of 30% for five years. The current agreement with the City requires a minimum value of \$500,000 to be on the property tax roles minus the 2012 property tax values.

Agreement was originally approved in September 2011.

The company has performed exactly as it had agreed to with the items that it had under its control (size of the building, completion of the project, and issuance of the certificate of occupancy prior to the end of December 2012). The one aspect of the project that the Company limited if any control over, are the property values assigned to it by the appraisal district.

The facility was completed in 2012; the first full tax year was 2013. The value assigned to the property was \$466,524 (land, building, and equipment). Reducing the values with the 2012 base year values, as the agreement requires, the eligible value is \$416,000.

The agreement stipulates that if the Company fails to have the values as identified in the agreement, the rebate is skipped for that year.

However, in this case the values are close and the City has an opportunity to continue to reward the Company for its investment in our community by relaxing the value threshold to \$400,000. This is a threshold that the Company will likely meet in the future as the values rise. If approved, the City will process the rebate for 2013.

The City utilized this approach in the past with another Company in the Industrial Park.

In some cases, the estimated value of the project during the planning phase changes when the building is done. In the case of these two businesses, the actual values are close to the estimated values but not in excess of them.

The projected return on our investment (ROI) at \$400,000 is still an estimated \$1.9, well above the \$0.75 threshold (ten year planning horizon).

### **3. FINANCIAL/BUDGET**

With the reduction of the property value threshold, the Company will receive approximately \$10,700 in incentives over five years. The City in turn will gain an estimated \$23,400 in fees and taxes over five years; \$41,000 during the ten year study period (the community as a whole approximately \$118,000 over ten years).

### **4. TIMELINE CONSIDERATIONS**

### **5. RECOMMENDATION**

Staff recommends that the Council approve the Amendment.

### **6. REFERENCE FILES**

4a. [Amended 380 Agreement](#)

## AMENDMENT TO 380 ECONOMIC DEVELOPMENT AGREEMENT

### Recitals:

The City of Taylor, Texas, ("City") and WAYNE EDDINS AND TERRI EDDINS AND ALLIANCE GEOTECHNICAL GROUP OF AUSTIN, INC ("EDDINS AND ALLIANCE") entered into a Chapter 380 Economic Development Agreement dated September 1, 2011, ("Agreement") a copy of which is attached hereto and incorporated by reference herein as *Exhibit "A"*.

The Agreement conditioned a grant to EDDINS and ALLIANCE from the City upon the following requirement contained in Paragraph 3. A. of the Agreement:

"Notwithstanding anything stated herein to the contrary, the Grant Value on January 1, 2012, must equal or exceed five hundred thousand (\$500,000.00) dollars before the City shall become obligated to make any Chapter 380 payment under this agreement.

Further, EDDINS and ALLIANCE must maintain a Grant Value equaling or exceeding five hundred thousand (\$500,000.00) dollars during the term of this Agreement as a condition precedent to the payment of Chapter 380 Payments. In the event the Grant Value becomes less than five hundred (\$500,000.00) dollars at any time during the term of this Agreement, this Agreement shall terminate."

The City, EDDINS and ALLIANCE agree the Grant Value should be reduced from five hundred thousand (\$500,000.00) dollars to four hundred thousand (\$400,000.00) dollars which reduction will not diminish benefits to the City obtained from the Agreement with EDDINS and ALLIANCE, is in the best interest of the City and, the reduction is not caused by EDDINS and ALLIANCE, but because of conditions not controlled by EDDINS and ALLIANCE.

Agreement:

The City and EDDINS and ALLIANCE for the Recitals which are incorporated into this Amendment and for the mutual consideration to the others agree to the following:

Paragraph 3.A. of the Agreement is changed so that the Grant Value is reduced from five hundred thousand (500,000.00) dollars to four hundred thousand (\$400,000.00) dollars and Paragraph 3.A of the Agreement as written above is amended to now read as follows:

Further, EDDINS and ALLIANCE must maintain a Grant Value equaling or exceeding four hundred thousand (\$400,000.00) dollars during the term of this Agreement as a condition precedent to the payment of Chapter 380 Payments. In the event the Grant Value becomes less than four hundred (\$400,000.00) dollars at any time during the term of this Agreement, this Agreement shall terminate.

All terms and conditions of the Agreement, including Paragraph 3. A., except as amended above, shall remain in full force and effect and the Agreement is revised only as stated in this Amendment.

This agreement may be signed in counterparts, and each counterpart shall constitute an original. The parties hereto have executed this agreement effective April 17, 2014.



Alliance Geotechnical Group of Austin,  
Inc, a Texas Corporation,

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By: WAYNE A. EDDINS  
Its: PRESIDENT

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TERRY EDDINS, dba  
404 Partners

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WAYNE EDDINS, dba  
404 Partners

CITY OF TAYLOR, TEXAS

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By: JEFF STRAUB  
Its: Interim City Manager



# ***City Council Meeting June 12, 2014 Agenda Item Transmittal***

**Agenda Item #:** 5  
**Agenda Title:** Concur with Preliminary Financials for April, 2014.  
**Council Action to be taken:** Approve by Motion  
**Initiating Department:** Finance Department  
**Staff Contact:** Rosemarie Dennis, Finance Director

## **1. INTRODUCTION/PURPOSE**

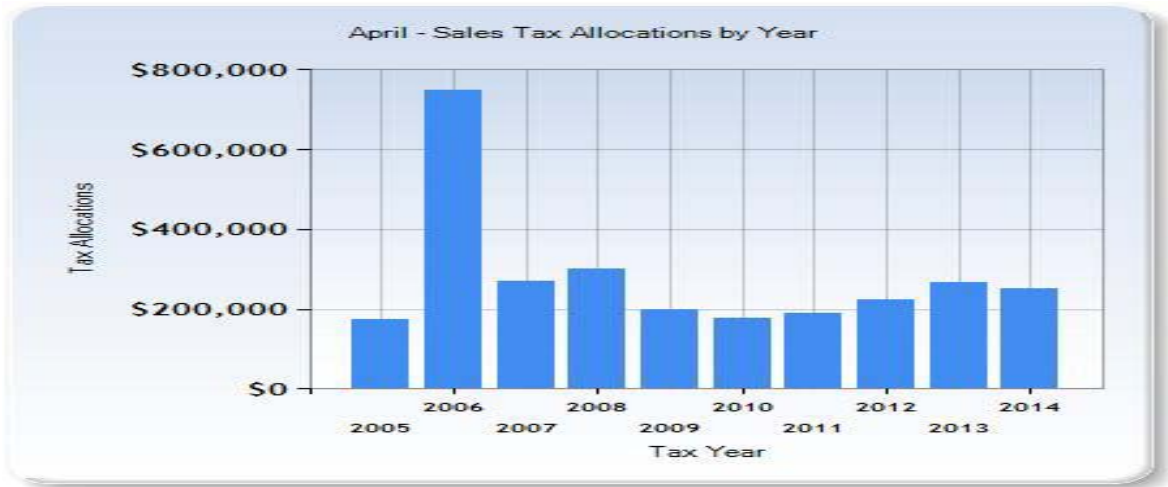
Article 12, Section 12.3 of the City of Taylor's Charter states in part that the City Manager shall prepare and submit to the City Council a written monthly financial report that is in a form satisfactory with the City Council. The referenced report is intended to satisfy the Charter requirement.

## **2. MONTHLY FINANCIAL REPORT**

The reporting period covered is as of April 2014. The following provides a brief overview on the preliminary status and/or activity of the major funds or groups of funds as of April 30, 2014:

### **General Fund**

- ❖ April combined revenues totaled \$582,462 in the General Fund. Year to date revenues totaled \$7,414,079 down by \$163,551 or 2.2% from this same time last year. Revenues are reported at 62% to total budget. Below summaries the major General Fund revenue sources and its activity.
- ❖ Current property tax collection for the month of April is reported to be at \$41,560. Year to date reported at \$4,309,437 in collections. From this amount \$76,877 was transferred to the Tax Increment Financing Fund (TIF). Restating the collections to be at \$4,222,560. This represents 95% to total budget for this line item.
- ❖ Delinquent Property Tax with Penalty and Interest are at \$8,312 for April. While year to date stands at \$44,118, a decrease from this same time last year by \$29,934.
- ❖ Total sales tax allocations received in April is reported to be \$251,633. This is from sales receipts for the month of February. This reflects a decrease from this same time last year by \$15,581 or 5.8%. The chart below represents total sales tax allocations by year for the months of April 2005 through 2014. The City's portion is reported at \$188,725, down by \$11,685 from the prior year. The cumulative year to date is reported at \$1,486,692, slightly down by \$9,685 or 0.7%. The City portion of sales tax allocation represents 75% of total collection and the 25% goes to TEDC. April's portion to TEDC is \$62,908, year to date total is \$495,564.



- ❖ Franchise Tax collected year to date:
  - Telephone- \$ 38,006
  - Atmos Gas- \$ 27,634\*
  - Mix Drinks \$ 4,357
  - Electric \$241,166
  - Cable \$ 55,054
  - Solid Waste \$ 75,777
  - PEG Fees \$ 12,562

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

- ❖ Permits and Licenses are reported to be at \$8,378 for the month of April. Year to date totals at \$75,359 up by \$17,622 or 30.5% when compared to this same time last year. Increases are seen in plat/zoning fees, building permits, plumbing, mechanical permits and beer/wine sales licenses. This category is at 68% to total budget.
- ❖ Charges for services for the month of April are reported at \$129,563 with year to date at \$712,986. This is an increase of \$14,778 or 2.1% over prior year. Most line items reflect increases with the exception of pavilion rental and library meeting room rental, which reflect a decrease. This category is at 46% to total budget.
- ❖ Collections in municipal court fines and fees for the month are reported to be at \$26,083 with year to date being at \$196,060. This is up by \$20,718 or 11.87% from this same time last year. Library fines are included in the category, year to date collected \$3,299 in fines.
- ❖ Transfers year to date are reported at \$97,500. This includes \$90,000 from the MDUS fund and \$7,500 from the Airport Fund. Transfers from the Utility Fund are normally done in the last quarter of the fiscal year. This remains unchanged since the last reporting period.
- ❖ All other miscellaneous revenue year to date totaled \$123,533.
- ❖ Expenditures for the month of April are reported to be at \$825,471. Year to date at \$6,946,793 which represents 58% of the total budget for the General Fund. This is an increase from prior year by \$326,621 or 4.9%. Attachment B on page 1, this will show the year to date expenditures for each department along with the percentage to total budgeted. The General Fund expenditures are operating on target to total budget.
- ❖ The General Fund reflects revenues over expenditures by \$467,286.

**GENERAL FUND  
(Oct-Apr)**

\$8,000,000

\$6,000,000

\$4,000,000

\$2,000,000

\$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. Total revenue is reported to be at \$86,982 which is 82% to total budget. Expenditures are at \$15,000; this expense is a transfer to the Main Street for a façade grants. Revenues over expenditures are reported at \$71,982.
- ❖ Hotel/Motel Fund-Revenues- Year to date revenues from hotel occupancy tax collected is \$34,344 which is 56% to total budget for this fund. Total expenditures are reported at \$35,077, from this amount \$25,758 represents the payments to the Chamber, and \$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 \$37,110 year to date and represents 56% of total budget for this fund. Year to date donation collected for the Zest Fest is \$8,655. 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 \$32,334, this represents 49% of total budget for this fund. Year to date expenditures for rental assistance to local businesses are at \$28,400 and Zest Fest at \$3,934. Revenues are over expenditures by \$4,776.
- ❖ Municipal Court Security/Technology- Shows revenues over expenditures by \$6,664. Revenues year to date generated for building security is \$3,615 and technology at \$4,767. Reporting a total of \$8,382 in revenue for this fund. Expenditures are reported at \$1,708 which is at 28% to total budget.
- ❖ Library Grant/Donations- Revenues are reported to be at \$502, this remains unchanged from last reporting period. Expenditures are reported at \$2,885. Expenditures are reported to be at \$2,801. The Library Director request the use of funds from the Louis K. Ned Estate funds to initiate a digital magazine service in the amount of \$2,421, this expense was approved by council on February 13<sup>th</sup>. A total of \$464 was spent on books, miscellaneous supplies and a desk copier.

## **Roadway Impact Fund**

- ❖ Revenues year to date are reported at \$6,802 which is 76% to total budget. Year to date expenditures are reported to be at \$8,190. The expenditures associated with the water and wastewater impact study performed by Rimrock Consulting and remains unchanged from the last two reporting periods.

## **Municipal Drainage Utility Fund (MDUS)**

- ❖ The MDUS Fund shows revenues year to date to be at \$147,749 slightly down by \$541 when compared to prior year. Expenditures are reported at \$157,421. The expenditures account for the quarterly transfers to the General Fund in the amount of \$90,000, debt payment transfers of \$66,713, \$249 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 \$9,672. 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 \$523,886 for the month of April with year to date revenues at \$2,963,161. This is a decrease from prior year by \$109,829 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 \$1,531,353 down by \$61,522 or 3.9% from prior year. Wholesale water is reported to be at \$102,421 which is also down by \$25,129 or 19.7%. 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 \$1,113,312, slightly down by \$4,596 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 \$190,947, also slightly down by \$7,396 or 3.7%. All other miscellaneous revenue came in at \$43,127, an increase from the prior year by \$6,813 or 18.8%.
- ❖ Total year to date expenditures are reported at \$3,256,282 which is at 45% of total budget for this fund. Expenditures are slightly up by \$17,885 when compared to prior year. All departments are operating within acceptable levels.
- ❖ The Utility Fund shows expenditures over revenues in the amount of \$293,121. This is an increase from prior year by \$127,715. This fund is functioning slightly below normal levels in terms of revenues. As climate changes so will revenues in this fund. Staff will continue to monitor this fund closely.

**UTILITY FUND  
(Oct-Apr)**

\$4,000,000  
\$3,000,000  
\$2,000,000  
\$1,000,000  
\$0

FY2013-14

FY2012-13

Revenues

Expenditures

**Utility Impact Fund**

- ❖ Revenues year to date are reported to be at \$12,147. Year to date expenditures are reported at \$87,018. The expenditures are related to capital improvements of water and wastewater lines to new development in Taylor. This fund remains unchanged from the last reporting period.

**Airport Fund**

- ❖ The Airport Fund operating revenues for April are reported to be at \$46,626. However, year to date revenues are at \$249,958. This is down from prior year by \$20,694 or 7.6%. 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 \$158,596 down by \$17,763 or 10% when compared to this same time last year. Year to date, hanger rental is reported at \$89,363 down by \$2,710 or 2.9% from this same time last year. Revenues are recorded to be at 53% of total budget for this fund.
- ❖ Operating expenditures in April are reported to be at \$52,173; however year to date expenditures are at \$229,878 down by \$7,784 or 3.3% when compared to last year. Year to date expenditures for fuel is reported to be at \$144,221, down by \$9,142 or 6%. Overall, the Airport Fund reflects revenues over expenditures by \$20,080. 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-Apr)**

\$300,000  
\$250,000  
\$200,000  
\$150,000  
\$100,000  
\$50,000  
\$0

FY2013-14

FY2012-13

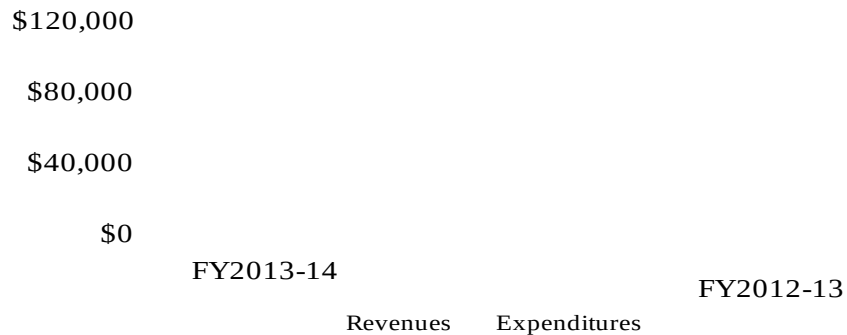
Revenues

Expenditures

## Cemetery Operating Fund

- ❖ The Cemetery Operating Funds shows expenditures over revenues by \$13,633. Total revenues are reported at \$73,038, which is 47% to total budget. From this amount \$9,031 was generated in April. Grave digging services came in at \$42,550 which is up by \$4,550 or 12% when compared to prior year. Cemetery lot sales are reported at \$15,750, this is down by \$7,353 from last year. Total revenue from all categories is down by \$15,219 or 17.2%. Total expenditures are at \$86,671 which is down by \$18,074 or 17.3% from the prior year. The Cemetery Fund is operating slightly below normal levels and will be monitored.

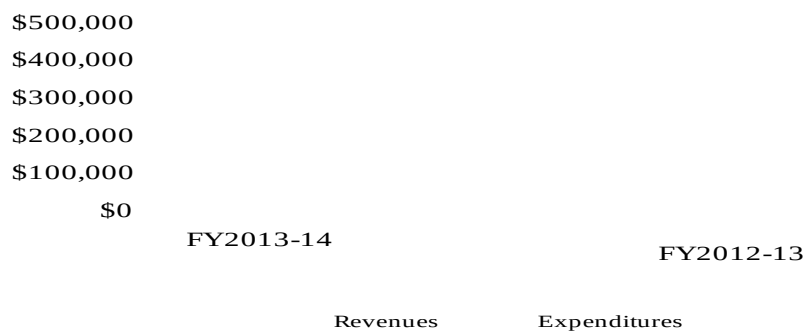
### CEMETERY OPERATING FUND (Oct-Apr)



## Fleet Services Operating Fund

- ❖ The Fleet Service Operating Fund reflects revenues over expenditures by \$13,077. 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. This fund is performing better than had anticipated. Repairs and maintenance cost are slightly down when compared to this same time last year by \$18,999 or 4.6%.

### FLEET OPERATING SERVICES FUND (Oct-Apr)



## Fleet Replacement Fund

- ❖ The Fleet Replacement Fund is performing as anticipated and revenues over expenditures by \$15,775. 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 \$102,435, which accounts for the expenditures in this fund. This fund is performing as anticipated.

### 3. REFERENCE FILES

5a. [Preliminary Financials](#) as of April, 2014:

- **Attachment A:** Preliminary summaries of the total amounts of revenue and expenditures as of April 30, 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 April.
- **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:**

**April**

04/30/14

## **Attachment A**

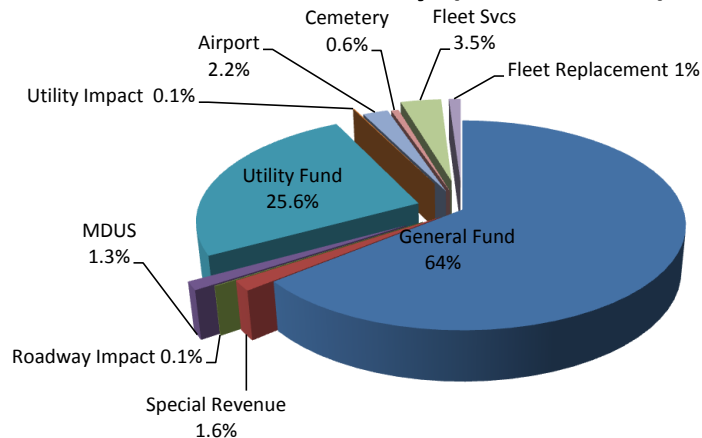
### **Financial Summary**

# Attachment A

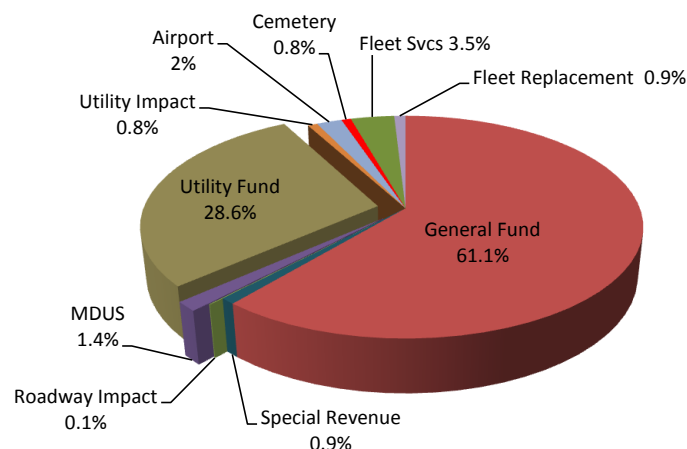
## Summary Revenue/Expenditures Preliminary Year-to-Date as of April 30, 2014

| Operating Funds                        | Revenue        |               | % Y-T-D | Expenditures  |               | % Y-T-D | Difference   |
|----------------------------------------|----------------|---------------|---------|---------------|---------------|---------|--------------|
|                                        | Adopted Budget | Actual Y-T-D  |         | Budget        | Actual Y-T-D  |         |              |
| <b>General Fund</b>                    | \$ 11,911,655  | \$ 7,414,079  | 62%     | \$ 11,911,655 | \$ 6,946,793  | 58%     | \$ 467,286   |
| <b>Special Revenue</b>                 |                |               |         |               |               |         |              |
| - Tax Increment Fund (TIF)             | \$ 106,260     | \$ 86,982     | 81.86%  | \$ 30,000     | \$ 15,000     | 50%     | \$ 71,982    |
| - Hotel/Motel Tax                      | \$ 61,200      | \$ 34,344     | 56%     | \$ 55,900     | \$ 35,077     | 63%     | \$ (733)     |
| - Texas Capital Fund                   | \$ 25,023      | \$ 14,597     | 58%     | \$ 25,023     | \$ 14,597     | 58%     | \$ -         |
| - Main St. Revenue                     | \$ 66,700      | \$ 37,110     | 56%     | \$ 66,023     | \$ 32,334     | 49%     | \$ 4,776     |
| - Municipal Court Sec/Tech             | \$ 17,000      | \$ 8,382      | 49%     | \$ 6,000      | \$ 1,708      | 28%     | \$ 6,674     |
| - Library Grants/Donations             | \$ 300         | \$ 502        | 167%    | \$ 6,000      | \$ 2,885      | 48%     | \$ (2,383)   |
| Subtotal                               | \$ 276,483     | \$ 181,917    | 66%     | \$ 188,946    | \$ 101,601    | 54%     | \$ 80,316    |
| <b>Roadway Impact Fund</b>             | \$ 9,000       | \$ 6,802      | 76%     | -             | 8,190         | 0%      | \$ (1,388)   |
| <b>Municipal Utility Drainage Fund</b> | 332,000        | \$ 147,749    | 45%     | 314,275       | 157,421       | 50%     | \$ (9,672)   |
| <b>Utility Fund</b>                    | \$ 7,201,810   | \$ 2,963,161  | 41%     | \$ 7,201,810  | \$ 3,256,282  | 45%     | \$ (293,121) |
| <b>Utility Impact Fund</b>             | \$ 21,000      | \$ 12,147     | 58%     | -             | 87,018        | 0%      | \$ (74,871)  |
| <b>Airport Fund</b>                    | \$ 472,187     | \$ 249,958    | 53%     | \$ 472,187    | \$ 229,878    | 49%     | \$ 20,080    |
| <b>Cemetery Op. Fund</b>               | \$ 154,350     | \$ 73,038     | 47%     | \$ 181,944    | \$ 86,671     | 48%     | \$ (13,633)  |
| <b>Fleet Service Operating Fund</b>    | \$ 683,329     | \$ 408,625    | 60%     | \$ 685,998    | \$ 395,548    | 58%     | \$ 13,077    |
| <b>Fleet Replacement Fund</b>          | \$ 171,485     | \$ 118,210    | 69%     | \$ 171,485    | 102,435       | 60%     | \$ 15,775    |
| <b>Total</b>                           | \$ 21,233,299  | \$ 11,575,686 | 55%     | \$ 21,128,300 | \$ 11,371,837 | 54%     | \$ 203,849   |

### Revenue Summary (\$11,575,686)



### Expenditure Summary (\$11,371,837)



## **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**

C I T Y   O F   T A Y L O R  
FINANCIAL STATEMENT  
AS OF:    APRIL 30TH, 2014

100-GENERAL FUND  
FINANCIAL SUMMARY

| ACCT #                       | ACCOUNT NAME | ANNUAL<br>BUDGET | CURRENT<br>PERIOD | Y-T-D<br>ACTUAL | % OF<br>BUDGET | Y-T-D<br>ENCUMB. | BUDGET<br>BALANCE |
|------------------------------|--------------|------------------|-------------------|-----------------|----------------|------------------|-------------------|
| REVENUE SUMMARY              |              |                  |                   |                 |                |                  |                   |
| 310-TAXES                    |              | 8,294,255.00     | 412,423.74        | 6,208,641.03    | 74.85          | 0.00             | 2,085,613.97      |
| 320-PERMITS AND LICENSES     |              | 111,100.00       | 8,377.93          | 75,358.88       | 67.83          | 0.00             | 35,741.12         |
| 330-INTERGOVERNMENTAL REV    |              | 42,000.00        | 0.00              | 45,065.62       | 107.30         | 0.00             | (    3,065.62)    |
| 340-CHARGES FOR SERVICES     |              | 1,536,900.00     | 129,563.33        | 712,986.14      | 46.39          | 0.00             | 823,913.86        |
| 410-FINES AND FORFEITURES    |              | 321,200.00       | 26,083.11         | 196,060.07      | 61.04          | 0.00             | 125,139.93        |
| 420-ASSESSMENTS              |              | 13,500.00        | 786.21            | 29,874.21       | 221.29         | 0.00             | (    16,374.21)   |
| 430-USE OF MONEY AND PROP    |              | 135,000.00       | 5,127.94          | 42,228.91       | 31.28          | 0.00             | 92,771.09         |
| 440-DONATIONS FROM PRIVAT    |              | 12,700.00        | 100.00            | 5,751.00        | 45.28          | 0.00             | 6,949.00          |
| 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    | 582,462.26        | 7,414,079.36    | 62.24          | 0.00             | 4,497,575.64      |
|                              |              | =====            | =====             | =====           | =====          | =====            | =====             |

EXPENDITURE SUMMARY

|                                     |  |               |                  |              |       |                 |                  |
|-------------------------------------|--|---------------|------------------|--------------|-------|-----------------|------------------|
| 500-CITY COUNCIL                    |  | 214,254.00    | 20,502.52        | 114,471.67   | 53.43 | 0.00            | 99,782.33        |
| 501-CITY MANAGEMENT                 |  | 521,183.00    | 29,470.52        | 368,302.66   | 70.74 | 384.77          | 152,495.57       |
| 503-PUBLIC INFORMATION              |  | 117,919.00    | 6,971.33         | 75,705.55    | 64.20 | 0.00            | 42,213.45        |
| 504-HUMAN RESOURCES                 |  | 182,320.00    | 11,336.33        | 113,301.57   | 62.14 | 0.00            | 69,018.43        |
| 512-FINANCIAL SERVICES              |  | 601,211.00    | 40,303.94        | 281,311.05   | 46.79 | 0.00            | 319,899.95       |
| 516-MUNICIPAL COURT                 |  | 288,228.00    | 25,051.26        | 168,067.85   | 58.31 | 0.00            | 120,160.15       |
| 522-PLANNING & DEVELOP              |  | 559,570.00    | 41,223.73        | 333,266.22   | 60.55 | 5,541.00        | 220,762.78       |
| 524-MAIN STREET PROGRAM             |  | 59,697.00     | 4,736.29         | 41,617.82    | 69.72 | 0.00            | 18,079.18        |
| 527-C D - MOODY MUSEUM              |  | 5,861.00      | 286.31           | 4,495.12     | 76.70 | 0.00            | 1,365.88         |
| 532-PUBLIC LIBRARY                  |  | 428,747.00    | 38,945.61        | 249,166.95   | 60.55 | 10,452.85       | 169,127.20       |
| 542-FIRE SUPPRESSION/EMER           |  | 2,023,928.00  | 171,621.09       | 1,198,037.34 | 59.49 | 6,033.59        | 819,857.07       |
| 552-POLICE FIELD SERVICES           |  | 2,719,810.00  | 229,335.40       | 1,591,493.60 | 58.61 | 2,615.00        | 1,125,701.40     |
| 558-ANIMAL CONTROL SECTIO           |  | 125,063.00    | 9,865.53         | 64,416.44    | 51.51 | 0.00            | 60,646.56        |
| 561-PUBLIC WORKS ADMINIST           |  | 0.00          | 0.00             | 0.00         | 0.00  | 0.00            | 0.00             |
| 563-STREET & GROUND MAIN            |  | 1,231,901.00  | 88,516.07        | 654,996.11   | 53.35 | 2,276.71        | 574,628.18       |
| 565-PARKS & RECREATION              |  | 711,566.00    | 43,641.05        | 354,183.62   | 51.84 | 14,684.17       | 342,698.21       |
| 566-INTERNAL SVCS/BLDG              |  | 397,135.00    | 32,296.17        | 241,588.97   | 62.47 | 6,490.00        | 149,056.03       |
| 573-ENGINEERING & INSPECT           |  | 217,905.00    | 12,032.57        | 86,215.19    | 39.57 | 0.00            | 131,689.81       |
| 575-INTERNAL SVC/IT DEPT            |  | 101,872.00    | 7,012.59         | 67,543.46    | 66.32 | 22.47           | 34,306.07        |
| 592-NON-DEPARTMENTAL                |  | 1,403,485.00  | 12,322.21        | 938,612.39   | 66.88 | 0.00            | 464,872.61       |
| ***    TOTAL EXPENDITURES    ***    |  | 11,911,655.00 | 825,470.52       | 6,946,793.58 | 58.73 | 48,500.56       | 4,916,360.86     |
|                                     |  | =====         | =====            | =====        | ===== | =====           | =====            |
| ***    TOTAL PROFIT / (LOSS)    *** |  | 0.00          | (    243,008.26) | 467,285.78   | 0.00  | (    48,500.56) | (    418,785.22) |
|                                     |  | =====         | =====            | =====        | ===== | =====           | =====            |

C I T Y   O F   T A Y L O R  
FINANCIAL STATEMENT  
AS OF:    APRIL 30TH, 2014

119-TIF (TAX INCREMENT FUND)  
FINANCIAL SUMMARY

| ACCT #                        | ACCOUNT NAME | ANNUAL<br>BUDGET | CURRENT<br>PERIOD | Y-T-D<br>ACTUAL | % OF<br>BUDGET | Y-T-D<br>ENCUMB. | BUDGET<br>BALANCE |
|-------------------------------|--------------|------------------|-------------------|-----------------|----------------|------------------|-------------------|
| REVENUE SUMMARY               |              |                  |                   |                 |                |                  |                   |
| 310-TAXES                     |              | 66,065.00        | 10,331.88         | 86,877.42       | 131.50         | 0.00             | ( 20,812.42)      |
| 330-INTERGOVERNMENTAL REV     |              | 39,695.00        | 0.00              | 0.00            | 0.00           | 0.00             | 39,695.00         |
| 430-USE OF MONEY AND PROP     |              | 500.00           | 14.80             | 104.17          | 20.83          | 0.00             | 395.83            |
| *** TOTAL REVENUES ***        |              | 106,260.00       | 10,346.68         | 86,981.59       | 81.86          | 0.00             | 19,278.41         |
|                               |              | =====            | =====             | =====           | =====          | =====            | =====             |
| 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        | 10,346.68         | 71,981.59       | 94.39          | 0.00             | 4,278.41          |
|                               |              | =====            | =====             | =====           | =====          | =====            | =====             |

C I T Y   O F   T A Y L O R  
FINANCIAL STATEMENT  
AS OF:    APRIL 30TH, 2014

120-HOTEL/MOTEL FUND  
FINANCIAL SUMMARY

| ACCT #                              | ACCOUNT NAME | ANNUAL<br>BUDGET | CURRENT<br>PERIOD | Y-T-D<br>ACTUAL | % OF<br>BUDGET | Y-T-D<br>ENCUMB. | BUDGET<br>BALANCE |
|-------------------------------------|--------------|------------------|-------------------|-----------------|----------------|------------------|-------------------|
| REVENUE SUMMARY                     |              |                  |                   |                 |                |                  |                   |
| 310-TAXES                           |              | 61,200.00        | 6,281.69          | 34,344.15       | 56.12          | 0.00             | 26,855.85         |
| 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        | 6,281.69          | 34,344.15       | 56.12          | 0.00             | 26,855.85         |
|                                     |              | =====            | =====             | =====           | =====          | =====            | =====             |
| EXPENDITURE SUMMARY                 |              |                  |                   |                 |                |                  |                   |
| 612-HOTEL/MOTEL TAX                 |              | 55,900.00        | 9,860.27          | 35,077.10       | 62.75          | 0.00             | 20,822.90         |
| ***    TOTAL EXPENDITURES    ***    |              | 55,900.00        | 9,860.27          | 35,077.10       | 62.75          | 0.00             | 20,822.90         |
|                                     |              | =====            | =====             | =====           | =====          | =====            | =====             |
| ***    TOTAL PROFIT / (LOSS)    *** |              | 5,300.00         | (    3,578.58)    | (    732.95)    | 13.83-         | 0.00             | 6,032.95          |
|                                     |              | =====            | =====             | =====           | =====          | =====            | =====             |

C I T Y   O F   T A Y L O R  
FINANCIAL STATEMENT  
AS OF:    APRIL 30TH, 2014

121-TEXAS CAPITAL FUND  
FINANCIAL SUMMARY

| ACCT #              | ACCOUNT NAME                 | ANNUAL<br>BUDGET | CURRENT<br>PERIOD | Y-T-D<br>ACTUAL | % OF<br>BUDGET | Y-T-D<br>ENCUMB. | BUDGET<br>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          | 14,596.75       | 58.33          | 0.00             | 10,426.25         |
| ***                 | TOTAL REVENUES    ***        | 25,023.00        | 2,085.25          | 14,596.75       | 58.33          | 0.00             | 10,426.25         |
|                     |                              | =====            | =====             | =====           | =====          | =====            | =====             |
| EXPENDITURE SUMMARY |                              |                  |                   |                 |                |                  |                   |
| 610-                | LEASE PAYMENT T J C          | 25,023.00        | 2,085.25          | 14,596.75       | 58.33          | 0.00             | 10,426.25         |
| ***                 | TOTAL EXPENDITURES ***       | 25,023.00        | 2,085.25          | 14,596.75       | 58.33          | 0.00             | 10,426.25         |
|                     |                              | =====            | =====             | =====           | =====          | =====            | =====             |
| ***                 | 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:    APRIL 30TH, 2014

123-MAIN STREET REVENUE FUND  
FINANCIAL SUMMARY

| ACCT #              | ACCOUNT NAME                 | ANNUAL<br>BUDGET | CURRENT<br>PERIOD | Y-T-D<br>ACTUAL | % OF<br>BUDGET | Y-T-D<br>ENCUMB. | BUDGET<br>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        | 5,150.00          | 10,509.93       | 61.46          | 0.00             | 6,590.07          |
| 450-                | INTERFUND OPERATING T        | 49,600.00        | 0.00              | 24,800.00       | 50.00          | 0.00             | 24,800.00         |
| ***                 | TOTAL REVENUES    ***        | 66,700.00        | 5,150.00          | 37,109.93       | 55.64          | 0.00             | 29,590.07         |
|                     |                              | =====            | =====             | =====           | =====          | =====            | =====             |
| EXPENDITURE SUMMARY |                              |                  |                   |                 |                |                  |                   |
| 615-                | CONTRIBUTE TO CIVIC P        | 66,023.00        | 7,641.00          | 32,334.00       | 48.97          | 0.00             | 33,689.00         |
| ***                 | TOTAL EXPENDITURES ***       | 66,023.00        | 7,641.00          | 32,334.00       | 48.97          | 0.00             | 33,689.00         |
|                     |                              | =====            | =====             | =====           | =====          | =====            | =====             |
| ***                 | TOTAL PROFIT / (LOSS)    *** | 677.00           | ( 2,491.00)       | 4,775.93        | 705.45         | 0.00             | ( 4,098.93)       |
|                     |                              | =====            | =====             | =====           | =====          | =====            | =====             |

C I T Y   O F   T A Y L O R  
FINANCIAL STATEMENT  
AS OF:    APRIL 30TH, 2014

125-MUNICIPAL CRT SPECIAL FEE  
FINANCIAL SUMMARY

| ACCT #                        | ACCOUNT NAME | ANNUAL<br>BUDGET | CURRENT<br>PERIOD | Y-T-D<br>ACTUAL | % OF<br>BUDGET | Y-T-D<br>ENCUMB. | BUDGET<br>BALANCE |
|-------------------------------|--------------|------------------|-------------------|-----------------|----------------|------------------|-------------------|
| REVENUE SUMMARY               |              |                  |                   |                 |                |                  |                   |
| 410-FINES AND FORFEITURES     |              | 17,000.00        | 984.02            | 8,382.36        | 49.31          | 0.00             | 8,617.64          |
| 430-USE OF MONEY AND PROP     |              | 0.00             | 0.00              | 0.00            | 0.00           | 0.00             | 0.00              |
| *** TOTAL REVENUES ***        |              | 17,000.00        | 984.02            | 8,382.36        | 49.31          | 0.00             | 8,617.64          |
|                               |              | =====            | =====             | =====           | =====          | =====            | =====             |
| 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           | 570.00            | 1,309.88        | 177.01         | 0.00             | ( 569.88)         |
| *** TOTAL EXPENDITURES ***    |              | 6,000.00         | 570.00            | 1,707.69        | 28.46          | 0.00             | 4,292.31          |
|                               |              | =====            | =====             | =====           | =====          | =====            | =====             |
| *** TOTAL PROFIT / (LOSS) *** |              | 11,000.00        | 414.02            | 6,674.67        | 60.68          | 0.00             | 4,325.33          |
|                               |              | =====            | =====             | =====           | =====          | =====            | =====             |

C I T Y   O F   T A Y L O R  
FINANCIAL STATEMENT  
AS OF:    APRIL 30TH, 2014

129-LIBRARY GRANT/DONATION  
FINANCIAL SUMMARY

| ACCT #              | ACCOUNT NAME              | ANNUAL<br>BUDGET | CURRENT<br>PERIOD | Y-T-D<br>ACTUAL | % OF<br>BUDGET | Y-T-D<br>ENCUMB. | BUDGET<br>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           | 0.00              | 62.11           | 20.70          | 0.00             | 237.89            |
| 440-                | DONATIONS FROM PRIVAT     | 0.00             | 0.00              | 440.00          | 0.00           | 0.00             | ( 440.00)         |
| ***                 | TOTAL REVENUES ***        | 300.00           | 0.00              | 502.11          | 167.37         | 0.00             | ( 202.11)         |
|                     |                           | =====            | =====             | =====           | =====          | =====            | =====             |
| EXPENDITURE SUMMARY |                           |                  |                   |                 |                |                  |                   |
| 624-                | LIBRARY                   | 6,000.00         | 83.51             | 2,885.10        | 48.09          | 0.00             | 3,114.90          |
| ***                 | TOTAL EXPENDITURES ***    | 6,000.00         | 83.51             | 2,885.10        | 48.09          | 0.00             | 3,114.90          |
|                     |                           | =====            | =====             | =====           | =====          | =====            | =====             |
| ***                 | TOTAL PROFIT / (LOSS) *** | ( 5,700.00)      | ( 83.51)          | ( 2,382.99)     | 41.81          | 0.00             | ( 3,317.01)       |
|                     |                           | =====            | =====             | =====           | =====          | =====            | =====             |

C I T Y O F T A Y L O R  
FINANCIAL STATEMENT  
AS OF: APRIL 30TH, 2014

200-ROADWAY IMPACT FEE FUND  
FINANCIAL SUMMARY

| ACCT #              | ACCOUNT NAME              | ANNUAL<br>BUDGET | CURRENT<br>PERIOD | Y-T-D<br>ACTUAL | % OF<br>BUDGET | Y-T-D<br>ENCUMB. | BUDGET<br>BALANCE |
|---------------------|---------------------------|------------------|-------------------|-----------------|----------------|------------------|-------------------|
| REVENUE SUMMARY     |                           |                  |                   |                 |                |                  |                   |
| 420-                | ASSESSMENTS               | 9,000.00         | 240.16            | 6,802.58        | 75.58          | 0.00             | 2,197.42          |
| ***                 | TOTAL REVENUES ***        | 9,000.00         | 240.16            | 6,802.58        | 75.58          | 0.00             | 2,197.42          |
|                     |                           | =====            | =====             | =====           | =====          | =====            | =====             |
| EXPENDITURE SUMMARY |                           |                  |                   |                 |                |                  |                   |
| 631-                | ROADWAY IMPACT FEE        | 0.00             | 0.00              | 8,190.35        | 0.00           | 0.00             | ( 8,190.35)       |
| ***                 | TOTAL EXPENDITURES ***    | 0.00             | 0.00              | 8,190.35        | 0.00           | 0.00             | ( 8,190.35)       |
|                     |                           | =====            | =====             | =====           | =====          | =====            | =====             |
| ***                 | TOTAL PROFIT / (LOSS) *** | 9,000.00         | 240.16            | ( 1,387.77)     | 15.42-         | 0.00             | 10,387.77         |
|                     |                           | =====            | =====             | =====           | =====          | =====            | =====             |

C I T Y O F T A Y L O R  
FINANCIAL STATEMENT  
AS OF: APRIL 30TH, 2014

300-MUNICIPAL DRAINAGE UTILIT  
FINANCIAL SUMMARY

| ACCT #              | ACCOUNT NAME              | ANNUAL<br>BUDGET | CURRENT<br>PERIOD | Y-T-D<br>ACTUAL | % OF<br>BUDGET | Y-T-D<br>ENCUMB. | BUDGET<br>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       | 27,028.15         | 147,748.98      | 44.50          | 0.00             | 184,251.02        |
| 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       | 27,028.15         | 147,748.98      | 44.50          | 0.00             | 184,251.02        |
|                     |                           | =====            | =====             | =====           | =====          | =====            | =====             |
| EXPENDITURE SUMMARY |                           |                  |                   |                 |                |                  |                   |
| 750-                | MUNICIPAL DRAINAGE        | 314,275.00       | 359.32            | 157,421.26      | 50.09          | 0.00             | 156,853.74        |
| ***                 | TOTAL EXPENDITURES ***    | 314,275.00       | 359.32            | 157,421.26      | 50.09          | 0.00             | 156,853.74        |
|                     |                           | =====            | =====             | =====           | =====          | =====            | =====             |
| ***                 | TOTAL PROFIT / (LOSS) *** | 17,725.00        | 26,668.83         | ( 9,672.28)     | 54.57-         | 0.00             | 27,397.28         |
|                     |                           | =====            | =====             | =====           | =====          | =====            | =====             |

C I T Y   O F   T A Y L O R  
FINANCIAL STATEMENT  
AS OF:    APRIL 30TH, 2014

340-PUBLIC UTILITIES FUND  
FINANCIAL SUMMARY

| ACCT #                        | ACCOUNT NAME | ANNUAL<br>BUDGET | CURRENT<br>PERIOD | Y-T-D<br>ACTUAL | % OF<br>BUDGET | Y-T-D<br>ENCUMB. | BUDGET<br>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     | 521,568.28        | 2,920,033.39    | 40.89          | 0.00             | 4,221,276.61      |
| 420-ASSESSMENTS               |              | 16,000.00        | 0.00              | 8,333.16        | 52.08          | 0.00             | 7,666.84          |
| 430-USE OF MONEY AND PROP     |              | 43,000.00        | 2,079.91          | 34,083.27       | 79.26          | 0.00             | 8,916.73          |
| 450-INTERFUND OPERATING T     |              | 0.00             | 0.00              | 0.00            | 0.00           | 0.00             | 0.00              |
| 460-PROCEEDS GEN FIXED AS     |              | 1,500.00         | 238.00            | 711.00          | 47.40          | 0.00             | 789.00            |
| 470-PROCEEDS GEN LONG TER     |              | 0.00             | 0.00              | 0.00            | 0.00           | 0.00             | 0.00              |
| *** TOTAL REVENUES ***        |              | 7,201,810.00     | 523,886.19        | 2,963,160.82    | 41.14          | 0.00             | 4,238,649.18      |
|                               |              | =====            | =====             | =====           | =====          | =====            | =====             |
| EXPENDITURE SUMMARY           |              |                  |                   |                 |                |                  |                   |
| 701-UTILITIES ADMINISTRAT     |              | 403,541.00       | 30,231.65         | 246,347.96      | 61.05          | 0.00             | 157,193.04        |
| 706-WASTEWATER TREATMENT      |              | 550,334.00       | 42,597.39         | 299,463.54      | 55.49          | 5,898.01         | 244,972.45        |
| 708-UTILITY DISTRIBUTION/     |              | 1,338,135.00     | 94,377.62         | 734,055.44      | 55.56          | 9,477.17         | 594,602.39        |
| 709-UTILITIES NON-DEPARTM     |              | 4,909,800.00     | 121,114.43        | 1,976,415.08    | 40.25          | 0.00             | 2,933,384.92      |
| *** TOTAL EXPENDITURES ***    |              | 7,201,810.00     | 288,321.09        | 3,256,282.02    | 45.43          | 15,375.18        | 3,930,152.80      |
|                               |              | =====            | =====             | =====           | =====          | =====            | =====             |
| *** TOTAL PROFIT / (LOSS) *** |              | 0.00             | 235,565.10        | ( 293,121.20)   | 0.00           | ( 15,375.18)     | 308,496.38        |
|                               |              | =====            | =====             | =====           | =====          | =====            | =====             |

C I T Y O F T A Y L O R  
FINANCIAL STATEMENT  
AS OF: APRIL 30TH, 2014

345-UTILITY IMPACT FEE FUND  
FINANCIAL SUMMARY

| ACCT #              | ACCOUNT NAME              | ANNUAL<br>BUDGET | CURRENT<br>PERIOD | Y-T-D<br>ACTUAL | % OF<br>BUDGET | Y-T-D<br>ENCUMB. | BUDGET<br>BALANCE |
|---------------------|---------------------------|------------------|-------------------|-----------------|----------------|------------------|-------------------|
| REVENUE SUMMARY     |                           |                  |                   |                 |                |                  |                   |
| 340-                | CHARGES FOR SERVICES      | 21,000.00        | 0.00              | 12,147.50       | 57.85          | 0.00             | 8,852.50          |
| ***                 | TOTAL REVENUES ***        | 21,000.00        | 0.00              | 12,147.50       | 57.85          | 0.00             | 8,852.50          |
|                     |                           | =====            | =====             | =====           | =====          | =====            | =====             |
| EXPENDITURE SUMMARY |                           |                  |                   |                 |                |                  |                   |
| 592-                | NON-DEPARTMENTAL          | 0.00             | 0.00              | 87,018.48       | 0.00           | 0.00             | ( 87,018.48)      |
| ***                 | TOTAL EXPENDITURES ***    | 0.00             | 0.00              | 87,018.48       | 0.00           | 0.00             | ( 87,018.48)      |
|                     |                           | =====            | =====             | =====           | =====          | =====            | =====             |
| ***                 | TOTAL PROFIT / (LOSS) *** | 21,000.00        | 0.00              | ( 74,870.98)    | 356.53-        | 0.00             | 95,870.98         |
|                     |                           | =====            | =====             | =====           | =====          | =====            | =====             |

C I T Y   O F   T A Y L O R  
FINANCIAL STATEMENT  
AS OF:    APRIL 30TH, 2014

350-AIRPORT FUND  
FINANCIAL SUMMARY

| ACCT #                        | ACCOUNT NAME | ANNUAL<br>BUDGET | CURRENT<br>PERIOD | Y-T-D<br>ACTUAL | % OF<br>BUDGET | Y-T-D<br>ENCUMB. | BUDGET<br>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       | 46,626.51         | 249,402.55      | 52.82          | 0.00             | 222,784.45        |
| 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       | 46,626.51         | 249,957.99      | 52.94          | 0.00             | 222,229.01        |
|                               |              | =====            | =====             | =====           | =====          | =====            | =====             |
| EXPENDITURE SUMMARY           |              |                  |                   |                 |                |                  |                   |
| 732-AIRPORT OPERATIONS DE     |              | 472,187.00       | 52,172.85         | 229,878.04      | 48.68          | 0.00             | 242,308.96        |
| *** TOTAL EXPENDITURES ***    |              | 472,187.00       | 52,172.85         | 229,878.04      | 48.68          | 0.00             | 242,308.96        |
|                               |              | =====            | =====             | =====           | =====          | =====            | =====             |
| *** TOTAL PROFIT / (LOSS) *** |              | 0.00             | ( 5,546.34)       | 20,079.95       | 0.00           | 0.00             | ( 20,079.95)      |
|                               |              | =====            | =====             | =====           | =====          | =====            | =====             |



C I T Y O F T A Y L O R  
FINANCIAL STATEMENT  
AS OF: APRIL 30TH, 2014

370-CEMETERY OPERATING FUND  
FINANCIAL SUMMARY

| ACCT #              | ACCOUNT NAME              | ANNUAL<br>BUDGET | CURRENT<br>PERIOD | Y-T-D<br>ACTUAL | % OF<br>BUDGET | Y-T-D<br>ENCUMB. | BUDGET<br>BALANCE |
|---------------------|---------------------------|------------------|-------------------|-----------------|----------------|------------------|-------------------|
| REVENUE SUMMARY     |                           |                  |                   |                 |                |                  |                   |
| 340-                | CHARGES FOR SERVICES      | 82,750.00        | 7,060.00          | 44,655.00       | 53.96          | 0.00             | 38,095.00         |
| 430-                | USE OF MONEY AND PROP     | 2,500.00         | 80.75             | 1,554.51        | 62.18          | 0.00             | 945.49            |
| 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        | 1,890.00          | 15,750.00       | 34.92          | 0.00             | 29,350.00         |
| ***                 | TOTAL REVENUES ***        | 154,350.00       | 9,030.75          | 73,038.22       | 47.32          | 0.00             | 81,311.78         |
|                     |                           | =====            | =====             | =====           | =====          | =====            | =====             |
| EXPENDITURE SUMMARY |                           |                  |                   |                 |                |                  |                   |
| 761-                | CEMETERY OPERATING DE     | 181,944.00       | 10,911.39         | 86,670.86       | 47.64          | 0.00             | 95,273.14         |
| ***                 | TOTAL EXPENDITURES ***    | 181,944.00       | 10,911.39         | 86,670.86       | 47.64          | 0.00             | 95,273.14         |
|                     |                           | =====            | =====             | =====           | =====          | =====            | =====             |
| ***                 | TOTAL PROFIT / (LOSS) *** | ( 27,594.00)     | ( 1,880.64)       | ( 13,632.64)    | 49.40          | 0.00             | ( 13,961.36)      |
|                     |                           | =====            | =====             | =====           | =====          | =====            | =====             |

C I T Y O F T A Y L O R  
FINANCIAL STATEMENT  
AS OF: APRIL 30TH, 2014

382-FLEET SERVICES OPERATING  
FINANCIAL SUMMARY

| ACCT #              | ACCOUNT NAME              | ANNUAL<br>BUDGET | CURRENT<br>PERIOD | Y-T-D<br>ACTUAL | % OF<br>BUDGET | Y-T-D<br>ENCUMB. | BUDGET<br>BALANCE |
|---------------------|---------------------------|------------------|-------------------|-----------------|----------------|------------------|-------------------|
| REVENUE SUMMARY     |                           |                  |                   |                 |                |                  |                   |
| 340-                | CHARGES FOR SERVICES      | 683,329.00       | 57,105.00         | 399,735.00      | 58.50          | 0.00             | 283,594.00        |
| 420-                | ASSESSMENTS               | 0.00             | 0.00              | 8,890.32        | 0.00           | 0.00             | ( 8,890.32)       |
| 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       | 57,105.00         | 408,625.32      | 59.80          | 0.00             | 274,703.68        |
|                     |                           | =====            | =====             | =====           | =====          | =====            | =====             |
| EXPENDITURE SUMMARY |                           |                  |                   |                 |                |                  |                   |
| 517-                | FLEET SERVICES            | 685,998.00       | 72,289.79         | 395,548.45      | 59.33          | 11,425.91        | 279,023.64        |
| ***                 | TOTAL EXPENDITURES ***    | 685,998.00       | 72,289.79         | 395,548.45      | 59.33          | 11,425.91        | 279,023.64        |
|                     |                           | =====            | =====             | =====           | =====          | =====            | =====             |
| ***                 | TOTAL PROFIT / (LOSS) *** | ( 2,669.00)      | ( 15,184.79)      | 13,076.87       | 61.86-         | ( 11,425.91)     | ( 4,319.96)       |
|                     |                           | =====            | =====             | =====           | =====          | =====            | =====             |

C I T Y   O F   T A Y L O R  
FINANCIAL STATEMENT  
AS OF:    APRIL 30TH, 2014

384-FLEET REPLACEMENT FUND  
FINANCIAL SUMMARY

| ACCT #                              | ACCOUNT NAME | ANNUAL<br>BUDGET | CURRENT<br>PERIOD | Y-T-D<br>ACTUAL | % OF<br>BUDGET | Y-T-D<br>ENCUMB. | BUDGET<br>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       | 24,001.48         | 102,434.63      | 59.73          | 0.00             | 69,050.37         |
| ***    TOTAL EXPENDITURES    ***    |              | 171,485.00       | 24,001.48         | 102,434.63      | 59.73          | 0.00             | 69,050.37         |
|                                     |              | =====            | =====             | =====           | =====          | =====            | =====             |
| ***    TOTAL PROFIT / (LOSS)    *** |              | 0.00             | (    24,001.48)   | 15,775.37       | 0.00           | 0.00             | (    15,775.37)   |
|                                     |              | =====            | =====             | =====           | =====          | =====            | =====             |

04/30/14

## **Attachment C**

### **COUNCIL REPORT CHECKS ISSUED IN APRIL**

| DEPARTMENT       | FUND         | VENDOR NAME                            | DESCRIPTION                | AMOUNT_    |
|------------------|--------------|----------------------------------------|----------------------------|------------|
| NON-DEPARTMENTAL | GENERAL FUND | AFLAC                                  | AFLAC PREMIUMS             | 2,301.34   |
|                  |              |                                        | AFLAC PREMIUMS             | 0.00       |
|                  |              | BCBS OF TEXAS                          | HEALTH INS. PREMIUM        | 15,180.36  |
|                  |              |                                        | HEALTH INS. PREMIUM        | 708.10     |
|                  |              |                                        | MAY 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 LOPEZ, RUBEN             | LOPEZ, RUBEN:RFD SCR CANCE | 60.00      |
|                  |              | SCOTT, AMY                             | SCOTT, AMY: RFD SCR CANCEL | 65.30      |
|                  |              | SNYDER, ROBERT                         | SNYDER, ROBERT:RFD SCR CAN | 65.30      |
|                  |              | GOMEZ, YVETTE                          | GOMEZ, YVETTE:RFD SCR CANC | 60.00      |
|                  |              | SHAMARD, AMY                           | SHAMARD, AMY: RFD SCR CANC | 60.00      |
|                  |              | TORRES, FELIX                          | TORRES, FELIX:RFD SCR CANC | 160.00     |
|                  |              | TORRES, FELIX                          | TORRES, FELIX:RFD SCR CANC | 3.00       |
|                  |              | WCCHD                                  | WCCHD:PAV DEPOSIT RETURN   | 75.00      |
|                  |              | CAMPOS,LIDIA                           | CAMPOS,LIDIA:PAV DEPOSIT R | 100.00     |
|                  |              | ALDERETE, VALYNDA                      | ALDERETE, VALYNDA:PAV DEP  | 75.00      |
|                  |              | ROMAN, TRACY                           | ROMAN, TRACY: RFD SCR CANC | 65.30      |
|                  |              | NEW BEGINNINGS CHURCH                  | NEW BEGINNINGS CHURCH:PAV  | 100.00     |
|                  |              | FLORES,MARY                            | FLORES,MARY:PAV DEP RETURN | 175.00     |
|                  |              | METLIFE SBC                            | DENTAL INSURANCE PREMIUMS  | 2,168.98   |
|                  |              |                                        | DENTAL INSURANCE PREMIUMS  | 176.05     |
|                  |              | MVBA LAW FIRM                          | COLLECTION FEES-COURT-MAR  | 4,349.35   |
|                  |              |                                        | COURT COLLECTION FEES      | 105.93     |
|                  |              |                                        | COURT COLLECTION FEES      | 148.51     |
|                  |              | OMNIBASE SERVICES INC                  | 1ST QTR OMNI FEES JAN-MAR  | 978.00     |
|                  |              | NATIONWIDE RETIREMENT SOLUTIONS        | EMPLOYEE CONTRIBUTIONS     | 1,517.41   |
|                  |              |                                        | EMPLOYEE CONTRIBUTIONS     | 1,516.57   |
|                  |              | PRE-PAID LEGAL SERVICES                | PRE-PAID LEGAL PREMIUMS    | 232.15     |
|                  |              | CITIZENS NATIONAL BANK                 | FEDERAL WITHHOLDING        | 19,983.62  |
|                  |              |                                        | FEDERAL WITHHOLDING        | 19,834.53  |
|                  |              |                                        | FICA CONTRIBUTIONS AND MAT | 12,023.41  |
|                  |              |                                        | FICA CONTRIBUTIONS AND MAT | 11,997.06  |
|                  |              |                                        | MEDICARE CONTRIB AND MATCH | 2,811.96   |
|                  |              |                                        | MEDICARE CONTRIB AND MATCH | 2,805.79   |
|                  |              | TEXAS MUNICIPAL RETIREMENT             | CONTRIBUTIONS              | 13,979.69  |
|                  |              |                                        | CONTRIBUTIONS              | 13,987.13  |
|                  |              | UNITED WAY OF WILLIAMSON COUNTY        | EMPLOYEE CONTRIBUTIONS     | 13.00      |
|                  |              |                                        | EMPLOYEE CONTRIBUTIONS     | 13.00      |
|                  |              | UNUM LIFE INS CO OF AMERI              | LIFE INSURANCE PREMIUMS    | 407.06     |
|                  |              |                                        | LIFE INSURANCE PREMIUMS    | 0.00       |
|                  |              | TAYLOR PROFESSIONAL FIREFIGHTER ASSOCI | ACCT #2091015              | 376.00_    |
|                  |              |                                        | TOTAL:                     | 131,061.41 |
| CITY COUNCIL     | GENERAL FUND | HEJL, TED W.                           | LEGAL SERVICES-MARCH 2014  | 2,475.00   |
|                  |              | MCGINNIS, LOCHRIDGE & KILGORE, L.L.P   | NOACK CONTRACT #193169     | 1,700.00   |
|                  |              | MUNICIPAL CODE CORP.                   | PARTIAL PYMT EXECUT OF AGR | 1,600.00   |
|                  |              | OFFICE DEPOT CORPORATION               | ENVELOPES                  | 52.98      |
|                  |              | CITIZENS NATIONAL BANK                 | FICA CONTRIBUTIONS AND MAT | 37.20      |
|                  |              |                                        | MEDICARE CONTRIB AND MATCH | 8.72       |
|                  |              | TML INTERGOVERNMENTAL                  | INSURANCE/WC               | 228.00     |

| DEPARTMENT         | FUND         | VENDOR NAME                            | DESCRIPTION                | AMOUNT_   |
|--------------------|--------------|----------------------------------------|----------------------------|-----------|
|                    |              | VERIZON WIRELESS                       | CELL PHONE                 | 163.97    |
|                    |              |                                        | IPAD                       | 37.99     |
|                    |              | WILLIAMSON COUNTY & CITIES             | 3RD QUARTER PAYMENT        | 9,000.00  |
|                    |              | WILLIAMSON COUNTY ELECTIONS DEPARTMENT | PARTIAL PAYMT MAY ELECTION | 2,742.48_ |
|                    |              |                                        | TOTAL:                     | 18,046.34 |
| CITY MANAGEMENT    | GENERAL FUND | CINTAS DOCUMENT MANAGEMENT NO.2        | SHREDDING SERVICE          | 164.40    |
|                    |              | BCBS OF TEXAS                          | HEALTH INS. PREMIUM        | 2,010.12  |
|                    |              | BREWMESUM COFFEE                       | COFFEE                     | 10.24     |
|                    |              |                                        | COFFEE                     | 18.74     |
|                    |              | LINCOLN                                | LTD INSURANCE PREMIUMS     | 54.84     |
|                    |              | METLIFE SBC                            | DENTAL INSURANCE PREMIUMS  | 63.40     |
|                    |              | OFFICE DEPOT CORPORATION               | INK-PRINTER/EW             | 223.99    |
|                    |              |                                        | INK CARTRIDGE-EW           | 149.99    |
|                    |              | 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         | 28.01     |
|                    |              | TEXAS WORKFORCE COMMISSIO              | QUARTERLY UNEMPLOYMENT TAX | 828.00    |
|                    |              | TML INTERGOVERNMENTAL                  | INSURANCE/WC               | 207.20    |
|                    |              | TEXAS MUNICIPAL RETIREMENT             | CONTRIBUTIONS              | 1,172.35  |
|                    |              |                                        | CONTRIBUTIONS              | 1,106.95  |
|                    |              | VERIZON WIRELESS                       | CELL PHONE                 | 137.99    |
|                    |              |                                        | IPAD                       | 75.98     |
|                    |              | WALTON, ESTHER                         | TRAINING-TRANSPORTION      | 46.48     |
|                    |              | CHRIS HARTUNG CONSULTING LLC           | TASKI PAYMENT              | 2,709.16  |
|                    |              | MICRONET INC CHAMBERMASTER             | CM SETUP & WEBSITE DESIGN  | 4,649.00_ |
|                    |              |                                        | TOTAL:                     | 14,952.33 |
| PUBLIC INFORMATION | GENERAL FUND | BCT - #6014                            | JUNE ISSUE NEWSLETTER      | 975.00    |
|                    |              |                                        | FREIGHT                    | 70.00     |
|                    |              | BREWMESUM COFFEE                       | COFFEE                     | 10.22     |
|                    |              |                                        | COFFEE                     | 18.72     |
|                    |              | GUSTAFSON, JUDIE                       | LAYOUT FOR JUNE NEWSLETTER | 80.00     |
|                    |              | LINCOLN                                | LTD INSURANCE PREMIUMS     | 13.62     |
|                    |              | METLIFE SBC                            | DENTAL INSURANCE PREMIUMS  | 21.13     |
|                    |              | 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 WORKFORCE COMMISSIO              | QUARTERLY UNEMPLOYMENT TAX | 207.00    |
|                    |              | TML INTERGOVERNMENTAL                  | INSURANCE/WC               | 34.33     |
|                    |              | TEXAS MUNICIPAL RETIREMENT             | CONTRIBUTIONS              | 280.97    |
|                    |              |                                        | CONTRIBUTIONS              | 280.97    |
|                    |              | VERIZON WIRELESS                       | CELL PHONE                 | 50.00     |
|                    |              | TEXAS ASSN OF MUNICIPAL INFORMATION OF | MEMB-TAMIO                 | 65.00     |
|                    |              |                                        | TML MAG                    | 15.00_    |
|                    |              |                                        | TOTAL:                     | 2,448.34  |
| HUMAN RESOURCES    | GENERAL FUND | BCBS OF TEXAS                          | HEALTH INS. PREMIUM        | 1,024.56  |
|                    |              | BREWMESUM COFFEE                       | COFFEE                     | 10.22     |
|                    |              |                                        | COFFEE                     | 18.72     |
|                    |              | DPS GEN SERVICES BUREAU                | MARCH CRIMIN BG CHECK      | 3.00      |
|                    |              | HALL, STARLA                           | TRAINING-MEALS             | 83.00     |
|                    |              | LINCOLN                                | LTD INSURANCE PREMIUMS     | 23.48     |

| DEPARTMENT         | FUND         | VENDOR NAME                            | DESCRIPTION                | AMOUNT_   |
|--------------------|--------------|----------------------------------------|----------------------------|-----------|
|                    |              | METLIFE SBC                            | DENTAL INSURANCE PREMIUMS  | 42.28     |
|                    |              | O'NEAL PHD, CASEY                      | PSYCH EVAL-KEITH HUTYRA    | 180.00    |
|                    |              | CITIZENS NATIONAL BANK                 | FICA CONTRIBUTIONS AND MAT | 196.47    |
|                    |              |                                        | FICA CONTRIBUTIONS AND MAT | 187.21    |
|                    |              |                                        | MEDICARE CONTRIB AND MATCH | 45.95     |
|                    |              |                                        | MEDICARE CONTRIB AND MATCH | 43.78     |
|                    |              | TAYLOR DAILY PRESS                     | ADVERTISE PLANNER          | 25.50     |
|                    |              |                                        | ADVERTISE PLANNER          | 25.50     |
|                    |              |                                        | ADVERTISE PT LIBRARY AIDE  | 25.90     |
|                    |              |                                        | ADVERTISE UTILITY MAINT WK | 22.45     |
|                    |              |                                        | ADV / UTILITY MAINTENANCE  | 22.45     |
|                    |              | TAYLOR OFFICE EQUIPMENT C              | COPIER MAINTENANCE         | 27.00     |
|                    |              | TEXAS WORKFORCE COMMISSIO              | QUARTERLY UNEMPLOYMENT TAX | 390.79    |
|                    |              | TML INTERGOVERNMENTAL                  | INSURANCE/WC               | 58.38     |
|                    |              | TEXAS MUNICIPAL RETIREMENT             | CONTRIBUTIONS              | 473.99    |
|                    |              |                                        | CONTRIBUTIONS              | 454.44    |
|                    |              | VERIZON WIRELESS                       | CELL PHONE                 | 50.00     |
|                    |              | TEXAS CIVIL SERVICE REPORTER           | CS UPDATE #42              | 93.00     |
|                    |              |                                        | TOTAL:                     | 3,528.07  |
| FINANCIAL SERVICES | GENERAL FUND | BCBS OF TEXAS                          | HEALTH INS. PREMIUM        | 2,025.46  |
|                    |              | BREWMESUM COFFEE                       | COFFEE                     | 10.22     |
|                    |              |                                        | COFFEE                     | 18.72     |
|                    |              | BURROWS MANUFACTURING DBA: BURROWS CAB | PAYMENT FOR Q1 2014        | 13,048.28 |
|                    |              | DENNIS, ROSEMARIE                      | TRAINING-TRANSPORTATION    | 76.63     |
|                    |              | GFOA                                   | GFOA                       | 435.00-   |
|                    |              |                                        | CAFR-AUDIT                 | 435.00    |
|                    |              | TYLER TECHNOLOGIES, INC                | TIME SHEET ENTRY           | 1,582.59  |
|                    |              |                                        | FIXED ASSETS               | 855.72    |
|                    |              | LAWLER, LILLIE                         | TRAINING-TRANSPORTATION    | 42.00     |
|                    |              | LINCOLN                                | LTD INSURANCE PREMIUMS     | 61.52     |
|                    |              | METLIFE SBC                            | DENTAL INSURANCE PREMIUMS  | 63.40     |
|                    |              | CITIZENS NATIONAL BANK                 | FICA CONTRIBUTIONS AND MAT | 439.16    |
|                    |              |                                        | FICA CONTRIBUTIONS AND MAT | 482.57    |
|                    |              |                                        | MEDICARE CONTRIB AND MATCH | 102.71    |
|                    |              |                                        | MEDICARE CONTRIB AND MATCH | 112.87    |
|                    |              | SOUTHERN COMPUTER WAREHOUSE            | DELL OPTIPLEX 3020         | 624.66    |
|                    |              |                                        | DELL OPTIPLEX 3020         | 173.67    |
|                    |              | SPECIALIZED PUBLIC FINANCE, INC        | DISCLOSURE                 | 1,000.00  |
|                    |              | STAPLES BUSINESS ADVANTAGE             | INK CARTRIDGE              | 35.99     |
|                    |              | TAYLOR OFFICE EQUIPMENT C              | COPIER MAINTENANCE         | 27.00     |
|                    |              | TEXAS WORKFORCE COMMISSIO              | QUARTERLY UNEMPLOYMENT TAX | 803.31    |
|                    |              | TML INTERGOVERNMENTAL                  | INSURANCE/WC               | 130.29    |
|                    |              | TEXAS MUNICIPAL RETIREMENT             | CONTRIBUTIONS              | 934.75    |
|                    |              |                                        | CONTRIBUTIONS              | 1,026.33  |
|                    |              | VERIZON WIRELESS                       | CELL PHONE                 | 50.00     |
|                    |              |                                        | MODEM                      | 10.00     |
|                    |              | V-QUEST OFFICE MACHINES & SUPPLIES, LT | HP 950/951 THERMAL CALC RO | 105.22    |
|                    |              |                                        | TOTAL:                     | 23,843.07 |
| MUNICIPAL COURT    | GENERAL FUND | BCBS OF TEXAS                          | HEALTH INS. PREMIUM        | 2,010.12  |
|                    |              | BRINKS, INC.                           | OCT COURIER SERVICE        | 433.00    |
|                    |              |                                        | FUEL SURCHARGE             | 57.37     |
|                    |              |                                        | BAGS                       | 25.35     |
|                    |              |                                        | BRINKS-COURT APRIL 2014    | 433.00    |
|                    |              |                                        | FUEL SURCHARGE             | 60.62     |

| DEPARTMENT                          | FUND | VENDOR NAME                            | DESCRIPTION                | AMOUNT_   |
|-------------------------------------|------|----------------------------------------|----------------------------|-----------|
|                                     |      | CAVALLO ENERGY TEXAS LLC               | MUNICIPAL COURT            | 145.68    |
|                                     |      | HEJL, TED W.                           | LEGAL SERV-MUN COURT-MARCH | 2,190.00  |
|                                     |      | TYLER TECHNOLOGIES, INC                | INSITE                     | 10.00     |
|                                     |      |                                        | COURTS ONLINE              | 100.00    |
|                                     |      | LINCOLN                                | LTD INSURANCE PREMIUMS     | 33.42     |
|                                     |      | METLIFE SBC                            | DENTAL INSURANCE PREMIUMS  | 84.52     |
|                                     |      | MAILFINANCE NEOPOST USA, INC           | POSTAGE LEASE              | 145.65    |
|                                     |      | OFFICE DEPOT CORPORATION               | OFFICE SUPPLIES            | 228.86    |
|                                     |      | 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         | 84.74     |
|                                     |      | TEXAS WORKFORCE COMMISSIO              | QUARTERLY UNEMPLOYMENT TAX | 918.37    |
|                                     |      | TML INTERGOVERNMENTAL                  | INSURANCE/WC               | 103.98    |
|                                     |      | TEXAS MUNICIPAL RETIREMENT             | CONTRIBUTIONS              | 674.69    |
|                                     |      |                                        | CONTRIBUTIONS              | 674.69    |
|                                     |      | VERIZON WIRELESS                       | CELL PHONE                 | 50.00     |
|                                     |      | HERNANDEZ, GRACIE                      | TRAINING-MEALS             | 42.31     |
|                                     |      | NUNEZ, REBECCA                         | TRAINING-MEALS             | 48.45     |
|                                     |      |                                        | TRAINING-LODGING           | 631.02    |
|                                     |      |                                        | TRAINING-MEALS             | 18.97     |
|                                     |      |                                        | TRAINING-TRANSPORTATION    | 129.92    |
|                                     |      | CINTAS CORPORATION #86                 | MATS                       | 11.41     |
|                                     |      |                                        | MATS                       | 11.41     |
|                                     |      |                                        | MATS                       | 11.41     |
|                                     |      |                                        | MATS                       | 11.41_    |
|                                     |      |                                        | TOTAL:                     | 10,359.67 |
| PLANNING & DEVELOPMENT GENERAL FUND |      | GREATER AUSTIN-SAN ANTONIO CORRIDOR CO | MEMBERSHIP DUES 4/1-3/31/1 | 2,500.00  |
|                                     |      | BCBS OF TEXAS                          | HEALTH INS. PREMIUM        | 2,525.91  |
|                                     |      | BREWMESUM COFFEE                       | COFFEE                     | 10.22     |
|                                     |      |                                        | COFFEE                     | 18.72     |
|                                     |      | BUREAU VERITAS NORTH AMERICA, INC.     | INSPECTION BV MARCH 2014   | 8,625.65  |
|                                     |      | TYLER TECHNOLOGIES, INC                | BUILDING PROJECT ONLINE    | 100.00    |
|                                     |      | JJ SERVICES                            | 115 N ROBINSON-CLEAN       | 100.00    |
|                                     |      |                                        | 404 BURKETT-CLEAN          | 100.00    |
|                                     |      |                                        | 112 N ROBINSON-CLEAN       | 100.00    |
|                                     |      |                                        | 313 MINDEN-CLEAN           | 100.00    |
|                                     |      |                                        | 819 CENTER-CLEAN           | 100.00    |
|                                     |      |                                        | 119 ROYAL-CLEAN            | 200.00    |
|                                     |      |                                        | 301 MINDEN-CLEAN           | 100.00    |
|                                     |      |                                        | 307 ROBINSON-CLEAN         | 100.00    |
|                                     |      |                                        | 612 BURKETT-CLEAN          | 100.00    |
|                                     |      | LINCOLN                                | LTD INSURANCE PREMIUMS     | 55.62     |
|                                     |      | METLIFE SBC                            | DENTAL INSURANCE PREMIUMS  | 79.25     |
|                                     |      | OFFICE DEPOT CORPORATION               | SUPPLIES SHEET PROTECTORS  | 4.05      |
|                                     |      |                                        | INK                        | 149.99    |
|                                     |      | CITIZENS NATIONAL BANK                 | FICA CONTRIBUTIONS AND MAT | 665.47    |
|                                     |      |                                        | FICA CONTRIBUTIONS AND MAT | 522.75    |
|                                     |      |                                        | MEDICARE CONTRIB AND MATCH | 155.64    |
|                                     |      |                                        | MEDICARE CONTRIB AND MATCH | 122.25    |
|                                     |      | TAYLOR OFFICE EQUIPMENT C              | COPIER MAINTENANCE         | 27.00     |
|                                     |      | TEXAS WORKFORCE COMMISSIO              | QUARTERLY UNEMPLOYMENT TAX | 1,172.63  |
|                                     |      | TML INTERGOVERNMENTAL                  | INSURANCE/WC               | 206.45    |
|                                     |      | TEXAS MUNICIPAL RETIREMENT             | CONTRIBUTIONS              | 1,453.73  |



| DEPARTMENT             | FUND         | VENDOR NAME                           | DESCRIPTION                | AMOUNT_   |
|------------------------|--------------|---------------------------------------|----------------------------|-----------|
|                        |              |                                       | CONTRIBUTIONS              | 1,152.63  |
|                        |              | VERIZON WIRELESS                      | CELL PHONE                 | 100.00    |
|                        |              |                                       | IPAD                       | 75.98     |
|                        |              | CODE ENFORCEMENT ASSOCIATION OF TEXAS | MEMB DUES-JON UBELHOR      | 40.00_    |
|                        |              |                                       | TOTAL:                     | 20,763.94 |
| MAIN STREET PROGRAM 00 | GENERAL FUND | BREWME SUM COFFEE                     | COFFEE                     | 10.22     |
|                        |              |                                       | COFFEE                     | 18.72     |
|                        |              | LINCOLN                               | LTD INSURANCE PREMIUMS     | 9.19      |
|                        |              | 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 WORKFORCE COMMISSIO             | QUARTERLY UNEMPLOYMENT TAX | 207.00    |
|                        |              | TML INTERGOVERNMENTAL                 | INSURANCE/WC               | 23.30     |
|                        |              | TEXAS MUNICIPAL RETIREMENT            | CONTRIBUTIONS              | 191.52    |
|                        |              |                                       | CONTRIBUTIONS              | 191.52    |
|                        |              | VERIZON WIRELESS                      | CELL PHONE                 | 50.00_    |
|                        |              |                                       | TOTAL:                     | 952.49    |
| CD-MOODY MUSEUM        | GENERAL FUND | CAVALLO ENERGY TEXAS LLC              | MOODY MUSEUM               | 205.36    |
|                        |              | ATMOS ENERGY                          | MOODY_3/5 - 4/2/14 NATURAL | 42.96     |
|                        |              | VERIZON WIRELESS                      | MODEM                      | 37.99_    |
|                        |              |                                       | TOTAL:                     | 286.31    |
| PUBLIC LIBRARY         | GENERAL FUND | BIBLIONX FOSTERING COMMUNITY          | COMPUTERS APOLLO AUTO SERV | 2,800.00  |
|                        |              | BCBS OF TEXAS                         | HEALTH INS. PREMIUM        | 3,027.66  |
|                        |              | CAVALLO ENERGY TEXAS LLC              | LIBRARY                    | 1,808.78  |
|                        |              | DEMCO, INC.                           | Office supplies            | 986.54    |
|                        |              | ELLIS, KAREN                          | TRAINING-TRANSPORTATION    | 131.04    |
|                        |              |                                       | TRAINING-MEALS             | 52.00     |
|                        |              | FARONICS TECHNOLOGIES USA, INC.       | DEEP FREEZE MAINTENANCE    | 120.00    |
|                        |              | INDEPENDENT STATIONERS, INC           | OFFICE SUPPLIES            | 174.75    |
|                        |              |                                       | PERRY OFFICE               | 397.01    |
|                        |              | INGRAM BOOK COMPANY                   | Books                      | 9.69      |
|                        |              |                                       | Books                      | 1,417.83  |
|                        |              |                                       | Books                      | 9.69      |
|                        |              |                                       | Books                      | 209.56    |
|                        |              |                                       | BOOKS                      | 141.93    |
|                        |              |                                       | BOOK                       | 15.51     |
|                        |              |                                       | BOOKS                      | 279.65    |
|                        |              |                                       | BOOK                       | 15.51     |
|                        |              |                                       | BOOK                       | 15.54     |
|                        |              | LINCOLN                               | LTD INSURANCE PREMIUMS     | 56.92     |
|                        |              | METLIFE SBC                           | DENTAL INSURANCE PREMIUMS  | 147.93    |
|                        |              | MIDWEST TAPE                          | DVD's                      | 109.95    |
|                        |              |                                       | DVD's                      | 22.99     |
|                        |              |                                       | DVD's                      | 23.99     |
|                        |              | OFFICE DEPOT CORPORATION              | Printer Toners             | 425.64    |
|                        |              | RECORDED BOOKS, INC.                  | RECORDED BOOKS             | 272.20    |
|                        |              | 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         | 164.65    |

| DEPARTMENT      | FUND         | VENDOR NAME                         | DESCRIPTION                    | AMOUNT_   |
|-----------------|--------------|-------------------------------------|--------------------------------|-----------|
|                 |              | TEXAS WORKFORCE COMMISSIO           | QUARTERLY UNEMPLOYMENT TAX     | 1,147.76  |
|                 |              | TML INTERGOVERNMENTAL               | INSURANCE/WC                   | 143.06    |
|                 |              | TEXAS MUNICIPAL RETIREMENT          | CONTRIBUTIONS                  | 1,155.68  |
|                 |              |                                     | CONTRIBUTIONS                  | 1,155.68  |
|                 |              | THOMPSON, BETTY                     | TRAINING-TRANSPORTATION        | 131.04    |
|                 |              |                                     | TRAINING-MEALS                 | 52.00     |
|                 |              | VERIZON WIRELESS                    | CELL PHONE                     | 50.00     |
|                 |              | WAL-MART COMMUNITY/GEMB             | OFFICE SUPPLIES                | 92.78     |
|                 |              | 3M CORPORATION                      | Service Agreement              | 1,621.00_ |
|                 |              |                                     | TOTAL:                         | 19,667.26 |
| FIRE DEPARTMENT | GENERAL FUND | BCBS OF TEXAS                       | HEALTH INS. PREMIUM            | 12,649.91 |
|                 |              | CASCO INDUSTRIES INC.               | SHIELD-STEFFEK                 | 46.00     |
|                 |              |                                     | SHIELD-RUDEN                   | 46.00     |
|                 |              |                                     | 3 SCBA FLOW TESTS              | 135.00    |
|                 |              | CAVALLO ENERGY TEXAS LLC            | FIRE DEPT SUPPRESSION DIV      | 1,275.35  |
|                 |              | JPMORGAN CHASE BANK NA              | RETURN 5 ENG CAP BRASS-LIG     | 74.75-    |
|                 |              | FED EX                              | GST - RETURN UNIFORM ITEMS     | 19.11     |
|                 |              | LINCOLN                             | LTD INSURANCE PREMIUMS         | 284.99    |
|                 |              | METLIFE SBC                         | DENTAL INSURANCE PREMIUMS      | 549.48    |
|                 |              | OFFICE DEPOT CORPORATION            | PLACECARDS FOR BANQUET         | 9.98      |
|                 |              |                                     | SUPPLIES                       | 16.12     |
|                 |              |                                     | COMP. CART                     | 34.99     |
|                 |              | POLLARD, JOSEPH D CO INC            | TUBES, GAUGES                  | 207.88    |
|                 |              | CITIZENS NATIONAL BANK              | FICA CONTRIBUTIONS AND MAT     | 2,769.70  |
|                 |              |                                     | FICA CONTRIBUTIONS AND MAT     | 2,881.19  |
|                 |              |                                     | MEDICARE CONTRIB AND MATCH     | 647.75    |
|                 |              |                                     | MEDICARE CONTRIB AND MATCH     | 673.84    |
|                 |              | TAYLOR OFFICE EQUIPMENT C           | COPIER MAINTENANCE             | 77.26     |
|                 |              | TAYLOR OFFICE PRODUCT INC           | MAP BOOKS                      | 280.71    |
|                 |              | TEXAS COMMISSION ON FIRE PROTECTION | TESTING FEE-MICHAEL DICKEN     | 85.00     |
|                 |              |                                     | SRRCK, TAYOR, SMITH, THOMAS, H | 425.00    |
|                 |              | TEXAS WORKFORCE COMMISSIO           | QUARTERLY UNEMPLOYMENT TAX     | 4,866.28  |
|                 |              | TML INTERGOVERNMENTAL               | INSURANCE/WC                   | 4,879.68  |
|                 |              | TEXAS MUNICIPAL RETIREMENT          | CONTRIBUTIONS                  | 6,068.15  |
|                 |              |                                     | CONTRIBUTIONS                  | 6,310.00  |
|                 |              | TEXAS FIRE CHIEFS ASSOCIATION       | TFCA CONFERENCE                | 1,000.00  |
|                 |              |                                     | BEST PRACTICES RECOG PROGR     | 500.00    |
|                 |              | ATMOS ENERGY                        | MARCH2014-STA2                 | 155.17    |
|                 |              | VERIZON WIRELESS                    | CELL PHONE                     | 250.00    |
|                 |              |                                     | MIFI/AIRCARDS                  | 341.91    |
|                 |              |                                     | AIRCARD                        | 37.99     |
|                 |              | WILLIAMSON COUNTY AUDITOR'S OFFICE  | QUARTERLY SYSTEM BILLING       | 1,588.50  |
|                 |              | TEXAS CIVIL SERVICE REPORTER        | SUBSCRIPTION UPDATE            | 93.00     |
|                 |              | MISSION RESTAURANT SUPPLY           | ICE MACHINE - STA2             | 165.00    |
|                 |              |                                     | REPAIR QUOTE                   | 145.00    |
|                 |              | GST PUBLIC SAFETY LLC               | PANTS - HUTYRA                 | 176.90    |
|                 |              |                                     | VELCRO NAMETAGS - NEW HIRE     | 32.50     |
|                 |              |                                     | ALTERED SHIRTS - RUDEN, STE    | 43.00     |
|                 |              |                                     | HUTYRA - LS SHIRT              | 103.26    |
|                 |              |                                     | ALTER SHIRTS - RUDEN           | 30.00     |
|                 |              |                                     | HUTYRA - SHIRT                 | 89.16     |
|                 |              | MUNICIPAL EMERGENCY SERVICES, INC   | 33 FIT TESTING OF MASK         | 86.25     |
|                 |              |                                     | NOZZLES                        | 1,568.24  |
|                 |              | AT&T U-VERSE                        | INTERNET & CABLE 304 E 3RD     | 145.61    |
|                 |              | GASES 101                           | GAS MIX                        | 175.00    |

| DEPARTMENT        | FUND         | VENDOR NAME                            | DESCRIPTION                | AMOUNT_   |
|-------------------|--------------|----------------------------------------|----------------------------|-----------|
|                   |              | BLANCHARD, MICHELE                     | MILEAGE TO SAM'S CLUB-TEMP | 28.28_    |
|                   |              |                                        | TOTAL:                     | 51,919.39 |
| POLICE DEPARTMENT | GENERAL FUND | AMERICAN MESSAGING SERVICES, LLC       | PAGERS                     | 15.40     |
|                   |              | BCBS OF TEXAS                          | HEALTH INS. PREMIUM        | 17,733.53 |
|                   |              | CAPCOG REGIONAL TRAINING ACADEMY       | PATROL RIFLE INST - CLIFFO | 185.00    |
|                   |              |                                        | PATROL RIFLE INST - PHILPO | 185.00    |
|                   |              |                                        | FIREARMS INSTRUCTOR -CLIFF | 260.00    |
|                   |              | CAVALLO ENERGY TEXAS LLC               | POLICE DEPARTMENT          | 1,425.36  |
|                   |              | G T DISTRIBUTORS                       | PRACTICE AMMO              | 379.95    |
|                   |              |                                        | GOLD BAR PLATE - GEORGENS  | 19.95     |
|                   |              |                                        | (6) RIFLE MAGAZINES        | 89.70     |
|                   |              | GLOBALSTAR USA                         | SATELLITE PHONE            | 58.35     |
|                   |              | INDEPENDENT STATIONERS, INC            | PAPER TOWELS               | 74.10     |
|                   |              |                                        | DVDS AND SLEEVES           | 232.14    |
|                   |              |                                        | AA BATTERIES               | 19.32     |
|                   |              |                                        | LABELS, SCISSORS           | 39.42     |
|                   |              |                                        | PAPER                      | 193.75    |
|                   |              |                                        | TONER                      | 88.82     |
|                   |              | LINCOLN                                | LTD INSURANCE PREMIUMS     | 418.07    |
|                   |              | METLIFE SBC                            | DENTAL INSURANCE PREMIUMS  | 739.70    |
|                   |              | OFFICE DEPOT CORPORATION               | OFFICE DEPOT CORPORATION   | 69.79     |
|                   |              |                                        | OFFICE DEPOT CORPORATION   | 40.95     |
|                   |              |                                        | OFFICE DEPOT CORPORATION   | 17.99     |
|                   |              |                                        | OFFICE DEPOT CORPORATION   | 15.59     |
|                   |              |                                        | OFFICE DEPOT CORPORATION   | 163.34    |
|                   |              |                                        | OFFICE DEPOT CORPORATION   | 129.64    |
|                   |              | RANDY'S WRECKER SERVICE                | RANDY'S WRECKER SERVICE    | 207.00    |
|                   |              | CITIZENS NATIONAL BANK                 | FICA CONTRIBUTIONS AND MAT | 3,955.61  |
|                   |              |                                        | FICA CONTRIBUTIONS AND MAT | 3,869.60  |
|                   |              |                                        | MEDICARE CONTRIB AND MATCH | 925.08    |
|                   |              |                                        | MEDICARE CONTRIB AND MATCH | 905.00    |
|                   |              | TASER INTERNATIONAL                    | TASER TRAINING CART.       | 1,502.25  |
|                   |              | PUBLIC AGENCY TRAINING COUNCIL INC     | HOMICIDE TRAIING-BRISTER   | 495.00    |
|                   |              |                                        | A.KOCH TRAINING CLASS      | 495.00    |
|                   |              | TAYLOR OFFICE EQUIPMENT C              | COPIER MAINTENANCE         | 99.00     |
|                   |              | TEXAS WORKFORCE COMMISSIO              | QUARTERLY UNEMPLOYMENT TAX | 7,095.41  |
|                   |              | TML INTERGOVERNMENTAL                  | INSURANCE/WC               | 7,571.82  |
|                   |              | TEXAS MUNICIPAL RETIREMENT             | CONTRIBUTIONS              | 8,816.03  |
|                   |              |                                        | CONTRIBUTIONS              | 8,634.63  |
|                   |              | TIME WARNER CABLE                      | CABLE-APRIL 500 S MAIN     | 173.20    |
|                   |              | VERIZON WIRELESS                       | CELL PHONE                 | 480.00    |
|                   |              |                                        | AIRCARD                    | 550.44    |
|                   |              | WILLIAMSON COUNTY AUDITOR'S OFFICE     | RADIO SYSTEM BILLING - 3RD | 3,431.16  |
|                   |              | DELL MARKETING LP                      | ALL IN ONE PRINTER-RECORD  | 1,666.98  |
|                   |              | ON TECHNOLOGY CONSULTANTS              | IT SUPPORT - MARCH 2014    | 1,551.50  |
|                   |              |                                        | IT SUPPORT - CRASH TRAININ | 50.00     |
|                   |              |                                        | MDT SETUP & CONFIGURATION  | 525.00    |
|                   |              |                                        | RAM UPGRADE - UNITS 330 &  | 200.00    |
|                   |              |                                        | WINDOWS 8 PROFESSIONAL UPG | 1,043.00  |
|                   |              |                                        | IT SUPPORT - APRIL 2014    | 1,551.50  |
|                   |              |                                        | AFTER HOURS IT SUPPORT     | 25.00     |
|                   |              |                                        | PRINTER SETUP - TPD        | 50.00     |
|                   |              |                                        | MICROSOFT SERVER 2012      | 704.00    |
|                   |              |                                        | SERVER SETUP               | 300.00    |
|                   |              | INTERNATIONAL ASSN OF CHIEFS OF POLICE | INTERNATIONAL ASSN OF CHIE | 120.00    |

| DEPARTMENT             | FUND         | VENDOR NAME                         | DESCRIPTION                | AMOUNT_   |
|------------------------|--------------|-------------------------------------|----------------------------|-----------|
|                        |              | SYMBOLARTS, LLC                     | 5 REPLACEMENT BADGES       | 400.00    |
|                        |              | TEXAS COMMISSION ON LAW ENFORCEMENT | TRAINING PROVIDER FEE      | 1,000.00_ |
|                        |              |                                     | TOTAL:                     | 80,988.07 |
| ANIMAL CONTROL         | GENERAL FUND | B&L PORTABLE TOILETS                | PORTABLE TOILET 3/6/14 -4/ | 75.00     |
|                        |              |                                     | PORTABLE TOILET 4/3/14-5/1 | 75.00     |
|                        |              | BCBS OF TEXAS                       | HEALTH INS. PREMIUM        | 500.45    |
|                        |              | CAVALLO ENERGY TEXAS LLC            | ANIMAL CONTROL             | 230.05    |
|                        |              | GRAEF VETERINARY HOSPITAL           | VET SVCS 1/14-2/14         | 376.00    |
|                        |              | LINCOLN                             | LTD INSURANCE PREMIUMS     | 10.98     |
|                        |              | METLIFE SBC                         | DENTAL INSURANCE PREMIUMS  | 21.14     |
|                        |              | CITIZENS NATIONAL BANK              | FICA CONTRIBUTIONS AND MAT | 150.86    |
|                        |              |                                     | FICA CONTRIBUTIONS AND MAT | 161.61    |
|                        |              |                                     | MEDICARE CONTRIB AND MATCH | 35.29     |
|                        |              |                                     | MEDICARE CONTRIB AND MATCH | 37.79     |
|                        |              | TAYLOR VETERINARY HOSPITA           | TAYLOR VETERINARY HOSPITA  | 233.50    |
|                        |              | TEXAS WORKFORCE COMMISSIO           | QUARTERLY UNEMPLOYMENT TAX | 207.00    |
|                        |              | TML INTERGOVERNMENTAL               | INSURANCE/WC               | 325.46    |
|                        |              | TEXAS TOLLWAYS CSC                  | TOLL FEES                  | 14.19     |
|                        |              | TEXAS MUNICIPAL RETIREMENT          | CONTRIBUTIONS              | 238.52    |
|                        |              |                                     | CONTRIBUTIONS              | 250.23    |
|                        |              | TRACTOR SUPPLY COMPANY              | TRACTOR SUPPLY COMPANY     | 108.92    |
|                        |              | VERIZON WIRELESS                    | CELL PHONE                 | 50.00_    |
|                        |              |                                     | TOTAL:                     | 3,101.99  |
| 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 | JIM McNABB INC DBA: ART             | ST,GR/RECYCLING SIGN 28985 | 155.00    |
|                        |              |                                     | ST,GR/RECYCLING SIGN 28985 | 155.00    |
|                        |              | BARCO MUNICIPAL PRODUCTS            | ST,GR/MARKING PAINT 210521 | 118.88    |
|                        |              | R LOPEZ ENTERPRISES INC             | ANNEX&TALBOT/GROUND MT 157 | 192.50    |
|                        |              |                                     | HERITAGE/GROUNDS MAINT 157 | 702.19    |
|                        |              |                                     | PD/GROUNDS MAINT 15752     | 387.61    |
|                        |              | BCBS OF TEXAS                       | HEALTH INS. PREMIUM        | 6,514.17  |
|                        |              | BREWMESEUM COFFEE                   | 1424 N MAIN/COFFEE SERVICE | 46.75     |
|                        |              | CAVALLO ENERGY TEXAS LLC            | PUBLIC WORKS MAINT DEPT    | 6,850.83  |
|                        |              | EVINS TEMPORARIES, INC.             | ST,GR/1 TEMP 4/7-4/11 118  | 264.60    |
|                        |              |                                     | ST,GR/1 TEMP 4/14-4/17 11  | 277.20    |
|                        |              | GULF COAST PAPER CO. INC.           | 1424 N MAIN/CUPS 744059    | 46.78     |
|                        |              | LINCOLN                             | LTD INSURANCE PREMIUMS     | 131.95    |
|                        |              | METLIFE SBC                         | DENTAL INSURANCE PREMIUMS  | 253.57    |
|                        |              |                                     | DENTAL INSURANCE PREMIUMS  | 0.00      |
|                        |              | MOSS & MOSS INC. #4000              | ST,GR/MISC HARDWARE 11889  | 28.73     |
|                        |              |                                     | ST,GR/CLEANING-PINESOL 119 | 25.62     |
|                        |              |                                     | OLD CITY HALL GLASS DOOR K | 5.25      |
|                        |              |                                     | ST,GR/CABLE 119197         | 9.80      |
|                        |              |                                     | ST,GR/REPLACE GAS CANS 119 | 43.52     |
|                        |              |                                     | ST,GR/LOCK 119413          | 20.89     |
|                        |              |                                     | ST,GR/SIGN&PLAY EQUIP HARD | 21.67     |
|                        |              |                                     | ST,GR/SIGN PAINT 119492    | 3.32      |
|                        |              | MOSS & MOSS INC. #6000              | WELCOME/LIGHT SENSOR 11951 | 11.39     |
|                        |              | CITIZENS NATIONAL BANK              | FICA CONTRIBUTIONS AND MAT | 1,100.44  |
|                        |              |                                     | FICA CONTRIBUTIONS AND MAT | 1,238.35  |

| DEPARTMENT         | FUND         | VENDOR NAME                          | DESCRIPTION                | AMOUNT_   |
|--------------------|--------------|--------------------------------------|----------------------------|-----------|
|                    |              |                                      | MEDICARE CONTRIB AND MATCH | 257.37    |
|                    |              |                                      | MEDICARE CONTRIB AND MATCH | 289.60    |
|                    |              | TAYLOR OFFICE EQUIPMENT C            | COPIER MAINTENANCE         | 22.11     |
|                    |              | TEXAS WORKFORCE COMMISSIO            | QUARTERLY UNEMPLOYMENT TAX | 2,321.46  |
|                    |              | TML INTERGOVERNMENTAL                | INSURANCE/WC               | 5,501.79  |
|                    |              | TEXAS MUNICIPAL RETIREMENT           | CONTRIBUTIONS              | 2,350.75  |
|                    |              |                                      | CONTRIBUTIONS              | 2,641.73  |
|                    |              | TRACTOR SUPPLY COMPANY               | C KARCH/BOOTS,JACKET 21825 | 194.96    |
|                    |              |                                      | ST,GR/WIRE STRETCH,PLIERS  | 45.98     |
|                    |              | ATMOS ENERGY                         | 1424 N MAIN/GAS USAGE 0402 | 157.15    |
|                    |              | VERIZON WIRELESS                     | CELL PHONE                 | 267.99    |
|                    |              | WAL-MART COMMUNITY/GEMB              | SPRING CLEAN UP/DRINKS 625 | 32.88     |
|                    |              |                                      | SPRING CLEAN UP/PLATES,SPO | 36.18     |
|                    |              |                                      | L ZEPLIN/PHONE CASE 7085   | 34.96     |
|                    |              |                                      | TAYLOR 101/WATER 8165      | 2.48      |
|                    |              | WAYNE GING, JR DBA: WAYNE'S PLUMBING | MURPHY PAV/FAUCET REP 7482 | 250.00    |
|                    |              | ZEE MEDICAL, INC.                    | ST,GR/EAR MUFFS 685452     | 284.25    |
|                    |              |                                      | 1424 N MAIN/MED KIT REFILL | 138.15    |
|                    |              | CINTAS CORPORATION #86               | ST,GR/UNIFORMS 49673       | 62.26     |
|                    |              |                                      | ST,GR/UNIFORMS 752957      | 62.26     |
|                    |              |                                      | ST,GR/UNIFORMS 56221       | 69.30     |
|                    |              |                                      | ST,GR/UNIFORMS 59552       | 67.87_    |
|                    |              |                                      | TOTAL:                     | 33,697.49 |
| PARKS & RECREATION | GENERAL FUND | BETA TECHNOLOGY, INC                 | TRPSC/CLEANER PRECISE 5893 | 300.09    |
|                    |              |                                      | TRPSC/BEE REPELLENT 589316 | 187.30    |
|                    |              | BCBS OF TEXAS                        | HEALTH INS. PREMIUM        | 3,519.79  |
|                    |              | BSN SPORTS                           | P&R SOCCER PROGRAM/EQUIP   | 669.35    |
|                    |              |                                      | P&R SOCCER PROG/GOALS 1421 | 229.59    |
|                    |              | CAVALLO ENERGY TEXAS LLC             | PARKS & RECREATION         | 3,468.09  |
|                    |              |                                      | TRPSC                      | 2,653.60  |
|                    |              | HOME DEPOT CREDIT SERVICES           | ROBINSON PK CONCESS/REPAIR | 9.97      |
|                    |              |                                      | ROBINSON PK CONCESS/REPAIR | 255.90    |
|                    |              | LESLIE'S POOL SUPPLIES, INC          | MURPHY PL/MURATIC ACID 208 | 25.76     |
|                    |              | LINCOLN                              | LTD INSURANCE PREMIUMS     | 49.78     |
|                    |              | MATERA PAPER CO INC                  | TRPSC/TISSUE,LINERS 069690 | 178.05    |
|                    |              | METLIFE SBC                          | DENTAL INSURANCE PREMIUMS  | 147.93    |
|                    |              | MOBILE MINI, INC                     | TRPSC/MOBILE UNIT LEASE 30 | 102.00    |
|                    |              | NANCY'S KEYS LOCKS & MORE            | MURPHY PAV/PLUMB CHASE LOC | 330.00    |
|                    |              | PAUL'S POOL SERVICE                  | POOLS/POOL CHEMS 65809     | 284.94    |
|                    |              |                                      | POOLS/LEAF BAG 65809       | 9.99      |
|                    |              | POOLSURE                             | POOLS/FINANCE CHARGE 04011 | 7.89      |
|                    |              | CITIZENS NATIONAL BANK               | FICA CONTRIBUTIONS AND MAT | 501.92    |
|                    |              |                                      | FICA CONTRIBUTIONS AND MAT | 475.96    |
|                    |              |                                      | MEDICARE CONTRIB AND MATCH | 117.38    |
|                    |              |                                      | MEDICARE CONTRIB AND MATCH | 111.32    |
|                    |              | SOUTHERN COMPUTER WAREHOUSE          | DELL OPTIPLEX 3020         | 624.66    |
|                    |              | TEXAS WORKFORCE COMMISSIO            | QUARTERLY UNEMPLOYMENT TAX | 920.02    |
|                    |              | TML INTERGOVERNMENTAL                | INSURANCE/WC               | 1,013.97  |
|                    |              | TEXAS MUNICIPAL RETIREMENT           | CONTRIBUTIONS              | 1,099.07  |
|                    |              |                                      | CONTRIBUTIONS              | 1,044.30  |
|                    |              | VERIZON WIRELESS                     | CELL PHONE                 | 130.00    |
|                    |              |                                      | IPAD                       | 37.99     |
|                    |              | ZEE MEDICAL, INC.                    | TRPSC/MED KIT REFILLS 8510 | 304.86    |
|                    |              | EWING IRRIGATION PRODUCTS            | TRPSC/IRRIG REP PARTS 7766 | 162.15    |
|                    |              |                                      | TRPSC/IRRIG REP PARTS 7778 | 12.50     |

| DEPARTMENT                          | FUND | VENDOR NAME                | DESCRIPTION                | AMOUNT_   |
|-------------------------------------|------|----------------------------|----------------------------|-----------|
|                                     |      | MCCOY'S BUILDING SUPPLY    | ROBINSON PK CONCESS/REPAIR | 138.47    |
|                                     |      |                            | ROBINSON PK CONCESS/REPAIR | 73.15     |
|                                     |      |                            | TRPSC/REBAR PIN 5311049    | 6.39      |
|                                     |      |                            | ROBINSON CONCESS REPAIRS 1 | 49.34     |
|                                     |      |                            | ROBINSON CONCESSION REP 11 | 22.69     |
|                                     |      | ECO REFRIGERATION          | TRPSC/ICE MACHINE REP 2104 | 344.75    |
|                                     |      | CINTAS CORPORATION #86     | TRPSC/UNIFORMS 49679       | 39.46     |
|                                     |      |                            | TRPSC/UNIFORMS 752963      | 39.46     |
|                                     |      |                            | TRPSC/UNIFORMS 56227       | 39.46     |
|                                     |      | PEPSI BOTTLING COMPANY     | TRPSC/PEPSI CONTRACT 66363 | 478.20    |
|                                     |      |                            | TRPSC/PEPSI CONTRACT 29510 | 556.80    |
|                                     |      |                            | TRPSC/PEPSI CONTRACT 29511 | 713.40_   |
|                                     |      |                            | TOTAL:                     | 21,487.69 |
| INTERNAL SERVICES/BLDG GENERAL FUND |      | ALADDIN CARPET & INTERIOR  | INSTALL TILE-CITY HALL     | 485.00    |
|                                     |      | BETA TECHNOLOGY, INC       | KOIL FOAM                  | 226.93    |
|                                     |      | BCBS OF TEXAS              | HEALTH INS. PREMIUM        | 2,018.44  |
|                                     |      | BREWME SUM COFFEE          | COFFEE                     | 10.22     |
|                                     |      |                            | COFFEE                     | 18.72     |
|                                     |      | CAVALLO ENERGY TEXAS LLC   | BUILDING EQUIP & MAINT DIV | 1,254.37  |
|                                     |      | JPMORGAN CHASE BANK NA     | CANCELLED ORDER-MED SUPPLI | 107.97-   |
|                                     |      | CHIRP SECURITY             | INSTALL MIC IN CHAMBER     | 1,876.00  |
|                                     |      | GULF COAST PAPER CO. INC.  | LINERS                     | 15.67     |
|                                     |      |                            | 1424 N MAIN/TOWELING 74050 | 44.27     |
|                                     |      |                            | 1424 N MAIN/TOISSUE 744059 | 37.04     |
|                                     |      |                            | CLEANING SUPPLIES          | 270.58    |
|                                     |      | HOME DEPOT CREDIT SERVICES | SHELVING SUPPLIES-LIBRARY  | 109.92    |
|                                     |      | JOSEPH DEAN GLOVER DBA:    | PEST CONTROL               | 610.00    |
|                                     |      |                            | ANT CONTROL                | 60.00     |
|                                     |      |                            | ANT CONTROL                | 50.00     |
|                                     |      |                            | RODENT CONTROL             | 35.00     |
|                                     |      |                            | RODENT CONTROL             | 35.00     |
|                                     |      | KELLY D. KRUSE             | BALLAST-LIBRARY            | 155.85    |
|                                     |      |                            | REPAIR FIXTURE             | 70.00     |
|                                     |      |                            | BALLAS-HELIOS              | 119.70    |
|                                     |      |                            | BALLAST-CITY HALL          | 215.70    |
|                                     |      |                            | REPLACE BALLAST BULBS-STA  | 1,275.25  |
|                                     |      |                            | REPAIR PARKING LOT LIGHTS- | 305.70    |
|                                     |      |                            | BULB-STA 1                 | 13.90     |
|                                     |      | LINCOLN                    | LTD INSURANCE PREMIUMS     | 36.67     |
|                                     |      | MATERA PAPER CO INC        | TOWELS/HAND SOAP/BLEACH/FL | 323.90    |
|                                     |      | METLIFE SBC                | DENTAL INSURANCE PREMIUMS  | 63.41     |
|                                     |      | MOSS & MOSS INC. #6000     | MISC HARDWARE-LIBRARY      | 7.28      |
|                                     |      |                            | TAPE RULE/STRAPPING        | 26.57     |
|                                     |      |                            | SEALANT                    | 18.59     |
|                                     |      |                            | ROD-AIRPORT                | 6.64      |
|                                     |      |                            | BLADE                      | 7.59      |
|                                     |      | CITIZENS NATIONAL BANK     | FICA CONTRIBUTIONS AND MAT | 342.81    |
|                                     |      |                            | FICA CONTRIBUTIONS AND MAT | 345.05    |
|                                     |      |                            | MEDICARE CONTRIB AND MATCH | 80.18     |
|                                     |      |                            | MEDICARE CONTRIB AND MATCH | 80.70     |
|                                     |      | TEXAS WORKFORCE COMMISSIO  | QUARTERLY UNEMPLOYMENT TAX | 672.44    |
|                                     |      | TML INTERGOVERNMENTAL      | INSURANCE/WC               | 688.76    |
|                                     |      | TEXAS MUNICIPAL RETIREMENT | CONTRIBUTIONS              | 740.57    |
|                                     |      |                            | CONTRIBUTIONS              | 740.57    |
|                                     |      | TRACTOR SUPPLY COMPANY     | BOOTS-JONES                | 89.99     |

| DEPARTMENT             | FUND             | VENDOR NAME                | DESCRIPTION                 | AMOUNT_    |
|------------------------|------------------|----------------------------|-----------------------------|------------|
|                        |                  | ATMOS ENERGY               | NATURAL GAS-400 PORTER      | 188.15     |
|                        |                  |                            | NATURAL GAS-109 W 5TH       | 149.35     |
|                        |                  | VERIZON WIRELESS           | CELL PHONE                  | 400.00     |
|                        |                  |                            | CELL PHONE                  | 200.00     |
|                        |                  | VIC'S HEAT & AIR           | SERVICED A/C-LIBRARY        | 447.50     |
|                        |                  |                            | SERVICED A/C-STA 2 & MUN C  | 420.50     |
|                        |                  | DEAN THREADGILL DBA:       | SHIPPING BATTERIES          | 32.82      |
|                        |                  | MISSION RESTAURANT SUPPLY  | ICE MACHINE CLEANING - STA  | 372.50     |
|                        |                  | COBRA COMMUNICATIONS       | PHONE REPAIR-MUNI COURT     | 90.00      |
|                        |                  |                            | RECEPTIONIST PHONE          | 185.00     |
|                        |                  | CINTAS CORPORATION #86     | MATS                        | 47.25      |
|                        |                  |                            | MATS                        | 47.25      |
|                        |                  |                            | MATS                        | 44.78      |
|                        |                  |                            | MATS                        | 44.78      |
|                        |                  | ABC SPECIALTIES LLC        | URINAL SCREEN               | 475.00_    |
|                        |                  |                            | TOTAL:                      | 16,621.89  |
| ENGINEERING & INSPECTI | GENERAL FUND     | BCBS OF TEXAS              | HEALTH INS. PREMIUM         | 524.11     |
|                        |                  | BREWME SUM COFFEE          | COFFEE                      | 10.22      |
|                        |                  |                            | COFFEE                      | 18.72      |
|                        |                  | CAVALLO ENERGY TEXAS LLC   | ENGINEERING                 | 81.56      |
|                        |                  | LINCOLN                    | LTD INSURANCE PREMIUMS      | 13.38      |
|                        |                  | METLIFE SBC                | DENTAL INSURANCE PREMIUMS   | 21.14      |
|                        |                  | SLEDGE ENGINEERING         | SLEDGE MONTHLY RETAINER 92  | 4,700.00   |
|                        |                  | CITIZENS NATIONAL BANK     | FICA CONTRIBUTIONS AND MAT  | 103.04     |
|                        |                  |                            | FICA CONTRIBUTIONS AND MAT  | 103.04     |
|                        |                  |                            | MEDICARE CONTRIB AND MATCH  | 24.10      |
|                        |                  |                            | MEDICARE CONTRIB AND MATCH  | 24.10      |
|                        |                  | TEXAS WORKFORCE COMMISSIO  | QUARTERLY UNEMPLOYMENT TAX  | 207.00     |
|                        |                  | TML INTERGOVERNMENTAL      | INSURANCE/WC                | 151.32     |
|                        |                  | TEXAS MUNICIPAL RETIREMENT | CONTRIBUTIONS               | 270.22     |
|                        |                  |                            | CONTRIBUTIONS               | 270.22     |
|                        |                  | VERIZON WIRELESS           | CELL PHONE                  | 100.00_    |
|                        |                  |                            | TOTAL:                      | 6,622.17   |
| INTERNAL SVC/ I T DEPT | GENERAL FUND     | BCBS OF TEXAS              | HEALTH INS. PREMIUM         | 516.91     |
|                        |                  | JPMORGAN CHASE BANK NA     | CUSTOMER RETURN             | 43.50-     |
|                        |                  | LINCOLN                    | LTD INSURANCE PREMIUMS      | 9.95       |
|                        |                  | 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      |
|                        |                  | TAYLOR SPORTING GOODS      | EMBROIDERY SHIRT            | 50.00      |
|                        |                  | TEXAS WORKFORCE COMMISSIO  | QUARTERLY UNEMPLOYMENT TAX  | 207.00     |
|                        |                  | TML INTERGOVERNMENTAL      | INSURANCE/WC                | 24.80      |
|                        |                  | TEXAS MUNICIPAL RETIREMENT | CONTRIBUTIONS               | 200.93     |
|                        |                  |                            | CONTRIBUTIONS               | 200.93     |
|                        |                  | VERIZON WIRELESS           | CELL PHONE                  | 221.39     |
|                        |                  | ON TECHNOLOGY CONSULTANTS  | IT CONSULTING               | 1,038.00_  |
|                        |                  |                            | TOTAL:                      | 2,647.84   |
| NON-DEPARTMENTAL       | GENERAL FUND     | TML INTERGOVERNMENTAL      | INSURANCE/WC                | 10,647.72_ |
|                        |                  |                            | TOTAL:                      | 10,647.72  |
| HOTEL/MOTEL TAX        | HOTEL/MOTEL FUND | TAYLOR CHAMBER OF COMMERC  | HOTEL TAX MAR 14 (REPORT MO | 4,711.27   |

| DEPARTMENT             | FUND                | VENDOR NAME                            | DESCRIPTION                 | AMOUNT_   |
|------------------------|---------------------|----------------------------------------|-----------------------------|-----------|
|                        |                     |                                        | 4TH OF JULY ADVERTISING     | 500.00_   |
|                        |                     |                                        | TOTAL:                      | 5,211.27  |
| LEASE PAYMENT T J C    | TEXAS CAPITAL FUND  | TEXAS DEPT OF AGRICULTURE              | APRIL 2014 LEASE PAYMENT    | 2,085.25_ |
|                        |                     |                                        | TOTAL:                      | 2,085.25  |
| CONTRIBUTE CIVIC PROGR | MAIN STREET REVENUE | HEJL, TED W.                           | #5 OF 10 FRAZIER INSURANCE  | 375.00    |
|                        |                     |                                        | MAIN ST RENT ASST-#6 OF 10  | 375.00    |
|                        |                     | AUSTIN FAMILY NEWS MAGAZINE            | AD FOR ZEST FEST            | 750.00    |
|                        |                     | MICHAEL C. PESCHEL                     | ZEST FEST SOUND SYSTEM      | 1,350.00  |
|                        |                     | PETTY CASH                             | PETTY CASH FOR ZEST FEST    | 400.00    |
|                        |                     | QUINN, J PATRICK DBA MAIN STREET CENTE | #7 OF 10 BRIGHTSIDE BOOKS   | 400.00    |
|                        |                     |                                        | MAIN ST RENT ASST-#8 OF 10  | 400.00    |
|                        |                     | TEXAS COMPTROLLER OF PUBLIC ACCOUNTS   | TEMP BEER & WINE PERMIT-ZE  | 231.00    |
|                        |                     | TAYLOR SPORTING GOODS                  | ZEST FEST T SHIRTS-100@\$4. | 495.00    |
|                        |                     | AMANDA'S HONEY POTS                    | PORTAPOTTIES-ZEST FEST      | 690.00    |
|                        |                     | CHAIDEZ, PATY                          | #8 OF 10 RELAXED & HEAL MA  | 162.50    |
|                        |                     |                                        | MAIN ST RENT ASST-#9 OF 10  | 162.50    |
|                        |                     | TRUEX, STEPHEN                         | MAIN ST RENT ASST #3-10 KI  | 175.00    |
|                        |                     |                                        | #3 OF 10 KINCL ANTIQUES &   | 750.00    |
|                        |                     |                                        | #4 OF 10-KINCL ANTIQUES     | 750.00    |
|                        |                     |                                        | #4 OF 10 KINCL THRIFT STOR  | 175.00_   |
|                        |                     |                                        | TOTAL:                      | 7,641.00  |
| MUNICIPAL CRT TECHNOLO | MUNICIPAL CRT SPEC  | COBRA COMMUNICATIONS                   | VOICE MAIL MODULE           | 570.00_   |
|                        |                     |                                        | TOTAL:                      | 570.00    |
| LIBRARY                | LIBRARY GRANT/DONA  | INGRAM BOOK COMPANY                    | BOOKS                       | 83.51_    |
|                        |                     |                                        | TOTAL:                      | 83.51     |
| I & S PAYMENT ACCOUNTS | I & S FOR G O BOND  | REGIONS BANK                           | 2012                        | 179.15_   |
|                        |                     |                                        | TOTAL:                      | 179.15    |
| AMY YOUNG BARRIER #3   | GENERAL CAPITAL IM  | PRECISION CONSTRUCTION, LLC            | 504 MOCKINGBIRD             | 9,050.00_ |
|                        |                     |                                        | TOTAL:                      | 9,050.00  |
| AMY YOUNG BARRIER REMO | GENERAL CAPITAL IM  | ABSOLUTE RESIDENTIAL APPRAISALS        | 603 E PECAN                 | 325.00    |
|                        |                     |                                        | 603 MARIPOSA                | 325.00_   |
|                        |                     |                                        | TOTAL:                      | 650.00    |
| CDBG STREETS           | GENERAL CAPITAL IM  | LANGFORD COMMUNITY MGMT                | LANGFORD/EASEMENTS          | 500.00    |
|                        |                     |                                        | LANGFORD/DESIGN             | 3,500.00_ |
|                        |                     |                                        | TOTAL:                      | 4,000.00  |
| PAVEMENT MANAGEMENT    | GENERAL CAPITAL IM  | SLEDGE ENGINEERING                     | PAVEMENT MGMT DESIGN        | 9,000.00_ |
|                        |                     |                                        | TOTAL:                      | 9,000.00  |
| MUNICIPAL DRAINAGE     | MUNICIPAL DRAINAGE  | REGIONS BANK                           | REGIONS/SERIES              | 358.35_   |
|                        |                     |                                        | TOTAL:                      | 358.35    |
| 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      | 117.98    |



| DEPARTMENT             | FUND               | VENDOR NAME                     | DESCRIPTION                | AMOUNT_   |
|------------------------|--------------------|---------------------------------|----------------------------|-----------|
|                        |                    |                                 | EMPLOYEE CONTRIBUTIONS     | 118.82    |
|                        |                    | PRE-PAID LEGAL SERVICES         | PRE-PAID LEGAL PREMIUMS    | 67.75     |
|                        |                    | SLEDGE ENGINEERING              | SLEDGE/2011 CDBG WATER     | 500.00    |
|                        |                    | CITIZENS NATIONAL BANK          | FEDERAL WITHHOLDING        | 2,458.61  |
|                        |                    |                                 | FEDERAL WITHHOLDING        | 2,306.74  |
|                        |                    |                                 | FICA CONTRIBUTIONS AND MAT | 1,791.48  |
|                        |                    |                                 | FICA CONTRIBUTIONS AND MAT | 1,732.37  |
|                        |                    |                                 | MEDICARE CONTRIB AND MATCH | 419.00    |
|                        |                    |                                 | MEDICARE CONTRIB AND MATCH | 405.16    |
|                        |                    | TEXAS MUNICIPAL RETIREMENT      | CONTRIBUTIONS              | 2,180.40  |
|                        |                    |                                 | CONTRIBUTIONS              | 2,113.72  |
|                        |                    | UNUM LIFE INS CO OF AMERI       | LIFE INSURANCE PREMIUMS    | 95.37_    |
|                        |                    |                                 | TOTAL:                     | 19,589.13 |
| UTILITIES ADMINISTRATI | PUBLIC UTILITIES F | BCBS OF TEXAS                   | HEALTH INS. PREMIUM        | 3,034.68  |
|                        |                    | BREWME SUM COFFEE               | COFFEE                     | 10.22     |
|                        |                    |                                 | COFFEE                     | 18.72     |
|                        |                    | BRINKS, INC.                    | BRINKS UT APRIL 2014       | 532.82    |
|                        |                    |                                 | FUEL SURCHARGE             | 74.59     |
|                        |                    | CAVALLO ENERGY TEXAS LLC        | UTILITY OPERATING FUND-ADM | 154.41    |
|                        |                    | TYLER TECHNOLOGIES, INC         | TRANSACTION FEES/JAN-MARCH | 1,787.50  |
|                        |                    |                                 | UT BILLING                 | 220.00    |
|                        |                    |                                 | WEBSITE MAINTENANCE        | 50.00     |
|                        |                    | INDEPENDENT STATIONERS, INC     | LABELS & DESK SORTER       | 82.01     |
|                        |                    |                                 | CHAIR-BETH                 | 219.48    |
|                        |                    |                                 | FILE FOLDERS               | 180.60    |
|                        |                    |                                 | FOLDERS/PENS/FILES         | 91.01     |
|                        |                    |                                 | TONER                      | 99.95     |
|                        |                    |                                 | PENS                       | 9.01      |
|                        |                    |                                 | CALCULATOR                 | 18.87     |
|                        |                    |                                 | CALCULATOR                 | 37.32     |
|                        |                    |                                 | LABELS                     | 78.16     |
|                        |                    | LINCOLN                         | LTD INSURANCE PREMIUMS     | 49.11     |
|                        |                    | METLIFE SBC                     | DENTAL INSURANCE PREMIUMS  | 126.79    |
|                        |                    | MVBA LAW FIRM                   | COLLECTION FEES-UTILITY BI | 23.51     |
|                        |                    |                                 | COLLECTION FEES - MORENO   | 12.95     |
|                        |                    | CITIZENS NATIONAL BANK          | FICA CONTRIBUTIONS AND MAT | 442.16    |
|                        |                    |                                 | FICA CONTRIBUTIONS AND MAT | 438.03    |
|                        |                    |                                 | MEDICARE CONTRIB AND MATCH | 103.42    |
|                        |                    |                                 | MEDICARE CONTRIB AND MATCH | 102.45    |
|                        |                    | SOUTHERN COMPUTER WAREHOUSE     | DELL OPTIPLEX 3020         | 624.66    |
|                        |                    | TAYLOR OFFICE EQUIPMENT C       | COPIER MAINTENANCE         | 59.50     |
|                        |                    | TEXAS WORKFORCE COMMISSIO       | QUARTERLY UNEMPLOYMENT TAX | 1,123.47  |
|                        |                    | TML INTERGOVERNMENTAL           | INSURANCE/WC               | 464.51    |
|                        |                    | TEXAS MUNICIPAL RETIREMENT      | CONTRIBUTIONS              | 1,000.38  |
|                        |                    |                                 | CONTRIBUTIONS              | 991.69    |
|                        |                    | VERIZON WIRELESS                | CELL PHONE                 | 150.00    |
|                        |                    |                                 | CELL PHONE                 | 20.00     |
|                        |                    | WILKES, BETH                    | TRAINING-TRANSPORTATION    | 142.24    |
|                        |                    | BURRELL PRINTING COMPANY, INC   | COURTESY ENVELOPES 2,000   | 280.00    |
|                        |                    |                                 | SHIPPING EXPENSE           | 14.58     |
|                        |                    |                                 | 2000 DOOR HANGERS          | 209.50    |
|                        |                    |                                 | SHIPPING                   | 14.00_    |
|                        |                    |                                 | TOTAL:                     | 13,092.30 |
| WASTEWATER TREATMENT   | PUBLIC UTILITIES F | ASHLAND WATER TECHNOLOGIES, inc | POLYMER                    | 1,458.00  |

| DEPARTMENT             | FUND | VENDOR NAME                     | DESCRIPTION                | AMOUNT_   |
|------------------------|------|---------------------------------|----------------------------|-----------|
|                        |      | AQUA-TECH LABORATORIES-AQ       | MAR 2014 ANALYSIS          | 836.00    |
|                        |      | BCBS OF TEXAS                   | HEALTH INS. PREMIUM        | 1,501.35  |
|                        |      | CAVALLO ENERGY TEXAS LLC        | SEWER TREATMENT PLANT O&M  | 19,430.81 |
|                        |      | BRENNTAG SOUTHWEST, INC         | CALCIUM HYPOCHLORITE       | 422.50    |
|                        |      | DEPT OF STATE HEALTH SERVICES   | DSHS TESTING               | 399.01    |
|                        |      | LINCOLN                         | LTD INSURANCE PREMIUMS     | 9.65      |
|                        |      | MANTEK DIVISION                 | LATEX GLOVES               | 165.83    |
|                        |      |                                 | HEALTHY HANDS              | 220.39    |
|                        |      | METLIFE SBC                     | DENTAL INSURANCE PREMIUMS  | 42.26     |
|                        |      | MOSS & MOSS INC. #3000          | PAIL                       | 9.48      |
|                        |      | CITIZENS NATIONAL BANK          | FICA CONTRIBUTIONS AND MAT | 223.51    |
|                        |      |                                 | FICA CONTRIBUTIONS AND MAT | 202.56    |
|                        |      |                                 | MEDICARE CONTRIB AND MATCH | 52.28     |
|                        |      |                                 | MEDICARE CONTRIB AND MATCH | 47.37     |
|                        |      | TAYLOR IRON-MACHINE WORKS       | BAR, PLATE, ANGLE IRON     | 36.80     |
|                        |      | TEXAS WORKFORCE COMMISSIO       | QUARTERLY UNEMPLOYMENT TAX | 619.27    |
|                        |      | TML INTERGOVERNMENTAL           | INSURANCE/WC               | 328.22    |
|                        |      | TEXAS MUNICIPAL RETIREMENT      | CONTRIBUTIONS              | 471.54    |
|                        |      |                                 | CONTRIBUTIONS              | 427.33    |
|                        |      | TRACTOR SUPPLY COMPANY          | BOOTS-BUTCH                | 179.98    |
|                        |      | VERIZON WIRELESS                | CELL PHONE                 | 150.00    |
|                        |      | WAL-MART COMMUNITY/GEMB         | BLEACH                     | 15.67     |
|                        |      |                                 | WATER GUARD, LYSOL         | 114.72    |
|                        |      | CINTAS CORPORATION #86          | CINTAS CORPORATION #86     | 10.34     |
|                        |      |                                 | CINTAS CORPORATION #86     | 10.34     |
|                        |      | DHL ANALYTICAL INC              | PRETREATMENT TESTING       | 2,409.48  |
|                        |      |                                 | SLUDGE TESTING             | 728.10_   |
|                        |      |                                 | TOTAL:                     | 30,522.79 |
| DISTRIBUTION/COLLECTIO |      | PUBLIC UTILITIES F AIRGAS, INC. | TORCH RENTAL               | 39.91     |
|                        |      | B20 & ASSOCIATES, INC.          | HYDRANT SILVER PAINT       | 967.18    |
|                        |      |                                 | MYTANA CAMERA REPAIR       | 750.00    |
|                        |      | BCBS OF TEXAS                   | HEALTH INS. PREMIUM        | 6,612.35  |
|                        |      | BREWME SUM COFFEE               | BREWME SUM COFFEE          | 59.50     |
|                        |      | CAVALLO ENERGY TEXAS LLC        | UTILITY SYSTEM MAINTENANCE | 3,596.88  |
|                        |      | CITY OF ROUND ROCK              | MARCH 2014 SAMPLES         | 315.00    |
|                        |      | COUFAL-PRATER                   | TRIMMER LINE               | 27.99     |
|                        |      | DPC INDUSTRIES, INC.            | CHLORINE                   | 415.85    |
|                        |      |                                 | CHLORINE                   | 30.00     |
|                        |      | HD SUPPLY WATERWORKS            | 2" COMPOUND METER, 305 MAL | 992.86    |
|                        |      |                                 | T-WYE                      | 294.84    |
|                        |      |                                 | METERS                     | 6,211.00  |
|                        |      | O'REILLY AUTOMOTIVE, INC.       | COMPRESSOR                 | 49.99     |
|                        |      | LINCOLN                         | LTD INSURANCE PREMIUMS     | 114.64    |
|                        |      | TODD MEAKER                     | TRAINING-MEALS             | 11.00     |
|                        |      | MANTEK DIVISION                 | SECT-B-GONE                | 1,267.07  |
|                        |      |                                 | GLOVES                     | 538.02    |
|                        |      | METLIFE SBC                     | DENTAL INSURANCE PREMIUMS  | 274.75    |
|                        |      | MOSS & MOSS INC. #3000          | SPIGOT                     | 5.69      |
|                        |      |                                 | CORD                       | 16.92     |
|                        |      |                                 | PLUG                       | 4.69      |
|                        |      |                                 | MISC HARDWARE              | 1.80      |
|                        |      |                                 | LEVER, COOLER              | 42.07     |
|                        |      |                                 | SANDER, PAD                | 20.60     |
|                        |      |                                 | HAND SAW, TAPE             | 30.10     |
|                        |      |                                 | BATTERIES                  | 8.07      |

| DEPARTMENT | FUND | VENDOR NAME                | DESCRIPTION                | AMOUNT_   |
|------------|------|----------------------------|----------------------------|-----------|
|            |      |                            | PAIL                       | 4.74      |
|            |      |                            | RIVET, BIT                 | 6.92      |
|            |      |                            | PIPE WRENCH                | 25.64     |
|            |      |                            | GORILLA TAPE               | 16.14     |
|            |      |                            | TRIMMER LINE               | 14.24     |
|            |      |                            | HAND TRUCK                 | 56.99     |
|            |      |                            | COUPLING                   | 6.68      |
|            |      |                            | ADAPTER, DRAIN             | 8.39      |
|            |      |                            | BIBB                       | 5.69      |
|            |      |                            | SNAP                       | 6.11      |
|            |      |                            | GAS CAN                    | 31.34     |
|            |      |                            | SHOVEL, TOOL, TAPE         | 31.29     |
|            |      |                            | BALL VALVE                 | 28.49     |
|            |      |                            | BALL VALVE                 | 28.49     |
|            |      |                            | BALL VALVE, BUSHING        | 15.19     |
|            |      |                            | PADLOCK                    | 16.14     |
|            |      |                            | SCOOP                      | 16.14     |
|            |      |                            | BULBS                      | 26.57     |
|            |      |                            | BULB, LIGHT                | 32.27     |
|            |      |                            | SWITCH, CONNECTORS         | 9.23      |
|            |      |                            | HAND BOX, SWITCH           | 31.88     |
|            |      |                            | CONTROL, COVER             | 10.42     |
|            |      | POPE MATERIALS INC         | FREIGHT 150 TONS 3/8" CRU  | 762.10    |
|            |      |                            | 100 TONS SANDY LOAM        | 1,200.00  |
|            |      | CITIZENS NATIONAL BANK     | FICA CONTRIBUTIONS AND MAT | 1,125.81  |
|            |      |                            | FICA CONTRIBUTIONS AND MAT | 1,091.78  |
|            |      |                            | MEDICARE CONTRIB AND MATCH | 263.30    |
|            |      |                            | MEDICARE CONTRIB AND MATCH | 255.34    |
|            |      | TAYLOR EQUIPMENT           | BOLT                       | 1.56      |
|            |      | TEXAS CRUSHED STONE CO.    | 150 TONS 3/8" CRUSHED STO  | 1,552.43  |
|            |      | TEXAS WORKFORCE COMMISSIO  | QUARTERLY UNEMPLOYMENT TAX | 2,622.08  |
|            |      | TML INTERGOVERNMENTAL      | INSURANCE/WC               | 2,741.50  |
|            |      | TEXAS MUNICIPAL RETIREMENT | CONTRIBUTIONS              | 2,602.38  |
|            |      |                            | CONTRIBUTIONS              | 2,530.63  |
|            |      | TECHLINE PIPE, L.P         | SEWER PIPE                 | 105.28    |
|            |      |                            | BOOT, COUPLING             | 160.50    |
|            |      | TAYLOR ARMATURE WORKS      | PUMP REPAIR                | 197.96    |
|            |      | TRACTOR SUPPLY COMPANY     | BITS                       | 5.99      |
|            |      |                            | RAMP                       | 41.99     |
|            |      |                            | WRENCH                     | 59.98     |
|            |      |                            | GAS CAN                    | 31.98     |
|            |      | ATMOS ENERGY               | 1200 N. MAIN-NATURAL GAS   | 106.57    |
|            |      | VERIZON WIRELESS           | CELL PHONE                 | 350.00    |
|            |      |                            | MIFI                       | 37.99     |
|            |      |                            | AIRCARD                    | 37.99     |
|            |      | WAL-MART COMMUNITY/GEMB    | BATTERIES                  | 77.82     |
|            |      |                            | BATTERIES                  | 35.91     |
|            |      |                            | AJAX                       | 17.88     |
|            |      |                            | TRAIL CAMERA               | 299.91    |
|            |      |                            | SD CARDS                   | 80.64     |
|            |      | ALDRIDGE, MICHAEL D.       | TRAINING MEALS-CEDAR PARK  | 60.00     |
|            |      | MCCOY'S BUILDING SUPPLY    | DRILL                      | 290.99    |
|            |      | GARCIA, DANIEL             | TRAINING-NEW BRAUNFELS     | 90.00     |
|            |      | CINTAS CORPORATION #86     | CINTAS CORPORATION #86     | 79.75     |
|            |      |                            | CINTAS CORPORATION #86     | 74.58     |
|            |      |                            | TOTAL:                     | 42,120.38 |

| DEPARTMENT             | FUND               | VENDOR NAME                        | DESCRIPTION                | AMOUNT_    |
|------------------------|--------------------|------------------------------------|----------------------------|------------|
| UTILITIES NONDEPARTMEN | PUBLIC UTILITIES F | BRAZOS RIVER AUTHORITY             | WWTP/O&M 192               | 106,084.03 |
|                        |                    | TML INTERGOVERNMENTAL              | INSURANCE/WC               | 7,411.62_  |
|                        |                    |                                    | TOTAL:                     | 113,495.65 |
| NON-DEPARTMENTAL       | AIRPORT FUND       | CITIZENS NATIONAL BANK             | FEDERAL WITHHOLDING        | 123.66     |
|                        |                    |                                    | FEDERAL WITHHOLDING        | 146.65     |
|                        |                    |                                    | FICA CONTRIBUTIONS AND MAT | 84.47      |
|                        |                    |                                    | FICA CONTRIBUTIONS AND MAT | 98.72      |
|                        |                    |                                    | MEDICARE CONTRIB AND MATCH | 19.76      |
|                        |                    |                                    | MEDICARE CONTRIB AND MATCH | 23.09      |
|                        |                    | TEXAS MUNICIPAL RETIREMENT         | CONTRIBUTIONS              | 73.91      |
|                        |                    |                                    | CONTRIBUTIONS              | 73.91      |
|                        |                    | TEXAS DEPARTMENT OF TRANSPORTATION | CITY COST SHARE TXDOT/KSA  | 2,838.00_  |
|                        |                    |                                    | TOTAL:                     | 3,482.17   |
| AIRPORT OPERATIONS DEP | AIRPORT FUND       | AMERICAN MESSAGING SERVICES, LLC   | PAGERS                     | 4.97       |
|                        |                    | AVFUEL CORP.                       | 100 LL AVFUEL              | 25,056.21  |
|                        |                    |                                    | JET A AVIATION FUEL        | 19,624.02  |
|                        |                    | BREWME SUM COFFEE                  | COFFEE SERVICE             | 32.00      |
|                        |                    | CAVALLO ENERGY TEXAS LLC           | AIRPORT DEPT OPERATIONS    | 625.18     |
|                        |                    | LINCOLN                            | LTD INSURANCE PREMIUMS     | 6.54       |
|                        |                    | CITIZENS NATIONAL BANK             | FICA CONTRIBUTIONS AND MAT | 84.47      |
|                        |                    |                                    | FICA CONTRIBUTIONS AND MAT | 98.72      |
|                        |                    |                                    | MEDICARE CONTRIB AND MATCH | 19.76      |
|                        |                    |                                    | MEDICARE CONTRIB AND MATCH | 23.09      |
|                        |                    | TEXAS WORKFORCE COMMISSIO          | QUARTERLY UNEMPLOYMENT TAX | 230.14     |
|                        |                    | TML INTERGOVERNMENTAL              | INSURANCE W/C              | 1,696.52   |
|                        |                    |                                    | INSURANCE/WC               | 22.80      |
|                        |                    | TEXAS MUNICIPAL RETIREMENT         | CONTRIBUTIONS              | 138.10     |
|                        |                    |                                    | CONTRIBUTIONS              | 138.10     |
|                        |                    | VERIZON WIRELESS                   | CELL PHONE                 | 50.00      |
|                        |                    | JRC MAINTENANCE                    | AVIATION FUEL TANK REPAIR  | 334.75_    |
|                        |                    |                                    | TOTAL:                     | 48,185.37  |
| NON-DEPARTMENTAL       | CEMETERY OPERATING | BCBS OF TEXAS                      | HEALTH INS. PREMIUM        | 453.94     |
|                        |                    | METLIFE SBC                        | DENTAL INSURANCE PREMIUMS  | 61.34      |
|                        |                    | CITIZENS NATIONAL BANK             | FEDERAL WITHHOLDING        | 85.14      |
|                        |                    |                                    | FEDERAL WITHHOLDING        | 95.66      |
|                        |                    |                                    | FICA CONTRIBUTIONS AND MAT | 120.50     |
|                        |                    |                                    | FICA CONTRIBUTIONS AND MAT | 117.38     |
|                        |                    |                                    | MEDICARE CONTRIB AND MATCH | 28.19      |
|                        |                    |                                    | MEDICARE CONTRIB AND MATCH | 27.46      |
|                        |                    | TEXAS MUNICIPAL RETIREMENT         | CONTRIBUTIONS              | 138.19     |
|                        |                    |                                    | CONTRIBUTIONS              | 134.67     |
|                        |                    | UNITED STATES TREASURY             | MOERBE,VIRGINA;IRS TAX LEV | 105.95     |
|                        |                    |                                    | MOERBE,VIRGINA;IRS TAX LEV | 67.68_     |
|                        |                    |                                    | TOTAL:                     | 1,436.10   |
| CEMETERY OPERATING DEP | CEMETERY OPERATING | BCBS OF TEXAS                      | HEALTH INS. PREMIUM        | 516.91     |
|                        |                    | CAVALLO ENERGY TEXAS LLC           | CEMETERY DEPT OPERATIONS   | 112.65     |
|                        |                    | FLOYDCO INC                        | CEM/OFFICE DESK GLASS REPI | 11.00      |
|                        |                    | LINCOLN                            | LTD INSURANCE PREMIUMS     | 12.46      |
|                        |                    | METLIFE SBC                        | DENTAL INSURANCE PREMIUMS  | 21.14      |
|                        |                    | CITIZENS NATIONAL BANK             | FICA CONTRIBUTIONS AND MAT | 120.50     |
|                        |                    |                                    | FICA CONTRIBUTIONS AND MAT | 117.38     |
|                        |                    |                                    | MEDICARE CONTRIB AND MATCH | 28.19      |

| DEPARTMENT             | FUND                      | VENDOR NAME                     | DESCRIPTION                | AMOUNT_  |
|------------------------|---------------------------|---------------------------------|----------------------------|----------|
|                        |                           |                                 | MEDICARE CONTRIB AND MATCH | 27.46    |
|                        |                           | TEXAS WORKFORCE COMMISSIO       | QUARTERLY UNEMPLOYMENT TAX | 314.35   |
|                        |                           | TML INTERGOVERNMENTAL           | INSURANCE/WC               | 225.54   |
|                        |                           |                                 | INSURANCE/WC               | 228.75   |
|                        |                           | TEXAS MUNICIPAL RETIREMENT      | CONTRIBUTIONS              | 258.22   |
|                        |                           |                                 | CONTRIBUTIONS              | 251.63   |
|                        |                           | VERIZON WIRELESS                | CELL PHONE                 | 50.00    |
|                        |                           | WMSON COUNTY CLERK              | FILE 16 CEMETERY DEEDS     | 336.00   |
|                        |                           | CINTAS CORPORATION #86          | CEM/UNIFORMS 49673         | 7.04     |
|                        |                           |                                 | CEM/UNIFORMS 752957        | 7.04     |
|                        |                           |                                 | CEM/UNIFORMS 56221         | 61.38    |
|                        |                           |                                 | ST,GR/UNIFORMS 59552       | 5.06_    |
|                        |                           |                                 | TOTAL:                     | 2,712.70 |
| NON-DEPARTMENTAL       | FLEET SERVICES OPE AFLAC  |                                 | AFLAC PREMIUMS             | 103.45   |
|                        |                           | 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        | 482.30   |
|                        |                           |                                 | FEDERAL WITHHOLDING        | 414.54   |
|                        |                           |                                 | FICA CONTRIBUTIONS AND MAT | 255.87   |
|                        |                           |                                 | FICA CONTRIBUTIONS AND MAT | 236.22   |
|                        |                           |                                 | MEDICARE CONTRIB AND MATCH | 59.84    |
|                        |                           |                                 | MEDICARE CONTRIB AND MATCH | 55.24    |
|                        |                           | TEXAS MUNICIPAL RETIREMENT      | CONTRIBUTIONS              | 293.68   |
|                        |                           |                                 | CONTRIBUTIONS              | 271.51   |
|                        |                           | UNUM LIFE INS CO OF AMERI       | LIFE INSURANCE PREMIUMS    | 28.25_   |
|                        |                           |                                 | TOTAL:                     | 2,308.14 |
| FLEET SERVICES SECTION | FLEET SERVICES OPE A-LINE | AUTO PARTS                      | #518 OIL                   | 18.64    |
|                        |                           |                                 | STOCK                      | 17.02    |
|                        |                           |                                 | INSERTS                    | 5.66     |
|                        |                           |                                 | E11 BEAMLAMP               | 7.65     |
|                        |                           |                                 | #29 WIPER BLADE            | 9.48     |
|                        |                           |                                 | #514 TAIL LIGHT            | 6.53     |
|                        |                           |                                 | #517 OIL                   | 193.44   |
|                        |                           |                                 | #94 COMPRESSOR/ACCUMULATOR | 381.51   |
|                        |                           |                                 | #33 OIL                    | 25.38    |
|                        |                           |                                 | #328 FILTER                | 27.83    |
|                        |                           |                                 | #517 LUBE OIL              | 132.50   |
|                        |                           |                                 | #87 DISTRIBUTOR CAP/THERMO | 133.17   |
|                        |                           |                                 | MRV1 AIR FILTER            | 12.53    |
|                        |                           |                                 | #548 WIPER BLADE           | 9.48     |
|                        |                           |                                 | #503 AIR/OIL FILTER        | 15.77    |
|                        |                           |                                 | HG C2 BRAKES/ROTOR         | 362.36   |
|                        |                           |                                 | OIL                        | 47.88    |
|                        |                           |                                 | #609 SEAL SET              | 22.18    |
|                        |                           |                                 | #609 IDLER ARM/PITMAN ARM  | 281.20   |
|                        |                           |                                 | #95 BLOWER MOTOR           | 80.32    |
|                        |                           |                                 | #508 BELT                  | 38.02    |
|                        |                           |                                 | #314 RACK PINION TIE ROD   | 381.55   |
|                        |                           |                                 | SPARK PLUGS-WATER DEPT     | 4.14     |
|                        |                           |                                 | #87 FILTER                 | 4.39     |
|                        |                           |                                 | FLEET OIL                  | 34.92    |
|                        |                           |                                 | OIL                        | 586.35   |

| DEPARTMENT | FUND | VENDOR NAME                      | DESCRIPTION                | AMOUNT_   |
|------------|------|----------------------------------|----------------------------|-----------|
|            |      |                                  | #95 BLOWER MOTOR           | 9.65      |
|            |      |                                  | #314 CORE CREDIT           | 100.00-   |
|            |      |                                  | TOOL                       | 85.83     |
|            |      |                                  | #515 OIL                   | 80.82     |
|            |      |                                  | #533 FUSE                  | 6.34      |
|            |      | AT&T (ATLANTA)                   | LONG DISTANCE              | 55.68     |
|            |      | AIRGAS, INC.                     | OXYGEN                     | 101.57    |
|            |      | AUSTIN BRAKE & CLUTCH SUP        | #515 GOVERNOR              | 16.50     |
|            |      | AUSTIN TURF & TRACTOR            | #725 OIL CHANGE            | 200.36    |
|            |      |                                  | #726 OIL CHANGE            | 200.35    |
|            |      |                                  | FILTERS-TRPSC              | 95.97     |
|            |      | BCBS OF TEXAS                    | HEALTH INS. PREMIUM        | 1,000.90  |
|            |      | BREWMESUM COFFEE                 | COFFEE                     | 30.00     |
|            |      | COUFAL-PRATER                    | CHAIN-PARK POLESAWS        | 79.95     |
|            |      |                                  | FUEL MIX                   | 300.00    |
|            |      |                                  | #552 REPAIRS               | 3,419.48  |
|            |      | FREIGHTLINER OF AUSTIN           | E2 INJECTOR LINE           | 101.04    |
|            |      | GCR TIRE CENTER                  | C2 TIRES                   | 451.28    |
|            |      |                                  | C1 TIRES                   | 451.28    |
|            |      |                                  | #314 TIRES                 | 327.52    |
|            |      | G T DISTRIBUTORS                 | LENS KIT - HONOR GUARD VEH | 155.65    |
|            |      | GEORGETOWN OUTDOOR PWRINC        | STARTER                    | 154.62    |
|            |      |                                  | B1/B2 PUMP ENGINE FILTERS  | 123.60    |
|            |      | GRAINGER, W. W. INC.             | SHOP METER                 | 30.20     |
|            |      | HENNA CHEVROLET INC              | #94 HANDLE                 | 53.38     |
|            |      |                                  | #517 U-JOINT               | 152.44    |
|            |      |                                  | #609 STERRING SHOCK        | 80.63     |
|            |      |                                  | #609 BEARING               | 153.34    |
|            |      | O'REILLY AUTOMOTIVE, INC.        | #515 AIR FILTER            | 40.40     |
|            |      |                                  | #515 FILTERS               | 23.33     |
|            |      |                                  | #517 AIR FILTER            | 49.36     |
|            |      | INTERSTATE BATT. N AUSTIN        | B2 BATTERY                 | 114.95    |
|            |      |                                  | #331 BATTERY               | 120.95    |
|            |      | LINCOLN                          | LTD INSURANCE PREMIUMS     | 24.70     |
|            |      | MAGNUM TRAILERS                  | #519/#520 WHEEL LUGS       | 40.80     |
|            |      | NYLE MAXWELL CHRYSLER DODGE JEEP | #602 BEZEL-INST            | 375.70    |
|            |      | METLIFE SBC                      | DENTAL INSURANCE PREMIUMS  | 42.27     |
|            |      | MOSS & MOSS INC. #8000           | MAGNET LEVEL               | 29.44     |
|            |      |                                  | MEASURING CUP              | 8.54      |
|            |      |                                  | GADGET BOX                 | 13.29     |
|            |      |                                  | KEY RINGS                  | 6.92      |
|            |      |                                  | BATTERIES/PADLOCK          | 57.85     |
|            |      |                                  | #515 MISC HARDWARE         | 1.06      |
|            |      | PROFESSIONAL TURF PDT INC        | #508 V-BELT                | 189.78    |
|            |      |                                  | #508 KEY IGNITION          | 34.88     |
|            |      |                                  | #549/#550 BLADES           | 246.98    |
|            |      |                                  | #550 BELT                  | 29.89     |
|            |      | RDO EQUIPMENT CO                 | #621 WASHER/COTTER PIN     | 36.08     |
|            |      |                                  | #620 FLOODLAMP             | 181.39    |
|            |      | RIATA FORD                       | #328 RELAY MOTOR FAN       | 434.12    |
|            |      |                                  | C1 MOLDING PANEL           | 551.84    |
|            |      |                                  | #329 RELAY                 | 48.38     |
|            |      |                                  | C2 WHEEL BEARING           | 265.21    |
|            |      | ALL POINTS COMMUNICATIONS        | #329 GUN LOCK              | 98.14     |
|            |      | SAFETY KLEEN SYSTEMS, INC        | SOLVENT                    | 176.99    |
|            |      | SIDDONS FIRE APPARATUS           | Q1 TRANSMISSION            | 13,395.29 |

| DEPARTMENT        | FUND              | VENDOR NAME                            | DESCRIPTION                | AMOUNT_    |
|-------------------|-------------------|----------------------------------------|----------------------------|------------|
|                   |                   |                                        | #E2 HOSE                   | 10.99      |
|                   |                   | CITIZENS NATIONAL BANK                 | FICA CONTRIBUTIONS AND MAT | 255.87     |
|                   |                   |                                        | FICA CONTRIBUTIONS AND MAT | 236.22     |
|                   |                   |                                        | MEDICARE CONTRIB AND MATCH | 59.84      |
|                   |                   |                                        | MEDICARE CONTRIB AND MATCH | 55.24      |
|                   |                   | TIRES & OIL, INC dba: TAYLOR AUTOMOTIV | #615 OIL CHANGE            | 36.99      |
|                   |                   | TAYLOR EQUIPMENT                       | COVERS/PINS/BLADES         | 1,002.54   |
|                   |                   |                                        | #509 OIL FILTERS           | 145.85     |
|                   |                   |                                        | #509 OIL                   | 19.49      |
|                   |                   |                                        | GEAR TUBE PIN SET-KUBOTA M | 186.33     |
|                   |                   |                                        | #631 FILTER/OIL            | 93.73      |
|                   |                   | TAYLOR IRON-MACHINE WORKS              | #607 LOCK                  | 115.25     |
|                   |                   | TIRES & OIL, INC.                      | C2 OIL CHANGE              | 43.98      |
|                   |                   |                                        | C1 OIL CHANGE              | 48.97      |
|                   |                   | TAYLOR SPORTING GOODS                  | PLAQUE                     | 69.95      |
|                   |                   | TONY MORGAN DBA:                       | #515 FLAT REPAIR           | 100.00     |
|                   |                   | TEXAS WORKFORCE COMMISSIO              | QUARTERLY UNEMPLOYMENT TAX | 414.00     |
|                   |                   | TML INTERGOVERNMENTAL                  | INSURANCE/WC               | 8,987.35   |
|                   |                   |                                        | INSURANCE/WC               | 515.88     |
|                   |                   | TEXAS MUNICIPAL RETIREMENT             | CONTRIBUTIONS              | 548.78     |
|                   |                   |                                        | CONTRIBUTIONS              | 507.34     |
|                   |                   | TRACTOR SUPPLY COMPANY                 | AIR HOSE                   | 29.99      |
|                   |                   | TEXAS FLEET FUEL, LTD.                 | FUEL                       | 4,141.33   |
|                   |                   |                                        | FUEL                       | 3,862.81   |
|                   |                   |                                        | FUEL                       | 4,672.29   |
|                   |                   |                                        | FUEL                       | 3,619.49   |
|                   |                   | VERIZON WIRELESS                       | CELL PHONE                 | 100.00     |
|                   |                   | WORLDWIDE ENVIRONMENTAL PROD. INC.     | SERVICE AGREEMENT          | 1,131.00   |
|                   |                   | MUNICIPAL EMERGENCY SERVICES, INC      | HURST REPAIR               | 402.85     |
|                   |                   |                                        | HURST REPAIR               | 724.30     |
|                   |                   | CINTAS CORPORATION #86                 | FLEET/UNIFORMS 49674       | 15.21      |
|                   |                   |                                        | FLEET/UNIFORMS 52958       | 15.21      |
|                   |                   |                                        | FLEET/UNIFORMS 56222       | 15.21      |
|                   |                   |                                        | FLEET/UNIFORMS 59553       | 15.21      |
|                   |                   | WILLIAMSON COUNTY EMERGENCY SERVICES D | EMERGENCY LIGHT BAR        | 500.00_    |
|                   |                   |                                        | TOTAL:                     | 59,996.30  |
| FLEET REPLACEMENT | FLEET REPLACEMENT | JOHN DEERE FINANCIAL                   | 020-0056894-001            | 1,406.02   |
|                   |                   |                                        | 020-0056894-002            | 4,732.56   |
|                   |                   |                                        | 020-0056894-003            | 228.71     |
|                   |                   | SANTANDER LEASING LLC                  | SANTANDER PMT #3           | 2,073.85   |
|                   |                   |                                        | SANTANDER PMT #3           | 15,560.34_ |
|                   |                   |                                        | TOTAL:                     | 24,001.48  |
| NON-DEPARTMENTAL  | POOLED CASH       | JPMORGAN CHASE BANK NA                 | JPMORGAN CHASE BANK NA     | 2,730.49   |
|                   |                   |                                        | JPMORGAN CHASE BANK NA     | 4,965.76   |
|                   |                   |                                        | JPMORGAN CHASE BANK NA     | 4,837.47   |
|                   |                   |                                        | JPMORGAN CHASE BANK NA     | 3,367.98_  |
|                   |                   |                                        | TOTAL:                     | 15,901.70  |

| DEPARTMENT              | FUND | VENDOR NAME               | DESCRIPTION | AMOUNT_    |
|-------------------------|------|---------------------------|-------------|------------|
| ===== FUND TOTALS ===== |      |                           |             |            |
|                         | 100  | GENERAL FUND              |             | 473,643.48 |
|                         | 120  | HOTEL/MOTEL FUND          |             | 5,211.27   |
|                         | 121  | TEXAS CAPITAL FUND        |             | 2,085.25   |
|                         | 123  | MAIN STREET REVENUE FUND  |             | 7,641.00   |
|                         | 125  | MUNICIPAL CRT SPECIAL FEE |             | 570.00     |
|                         | 129  | LIBRARY GRANT/DONATION    |             | 83.51      |
|                         | 140  | I & S FOR G O BONDS       |             | 179.15     |
|                         | 162  | GENERAL CAPITAL IMPROVEME |             | 22,700.00  |
|                         | 300  | MUNICIPAL DRAINAGE UTILIT |             | 358.35     |
|                         | 340  | PUBLIC UTILITIES FUND     |             | 218,820.25 |
|                         | 350  | AIRPORT FUND              |             | 51,667.54  |
|                         | 370  | CEMETERY OPERATING FUND   |             | 4,148.80   |
|                         | 382  | FLEET SERVICES OPERATING  |             | 62,304.44  |
|                         | 384  | FLEET REPLACEMENT FUND    |             | 24,001.48  |
|                         | 950  | POOLED CASH               |             | 15,901.70  |
| -----                   |      |                           |             |            |
|                         |      | GRAND TOTAL:              |             | 889,316.22 |
| -----                   |      |                           |             |            |

TOTAL PAGES: 20



## SELECTION CRITERIA

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SELECTION OPTIONS

VENDOR SET: 95-CITY OF TAYLOR  
VENDOR: All  
CLASSIFICATION: All  
BANK CODE: Include: AP, PRAP  
ITEM DATE: 4/01/2014 THRU 4/30/2014  
ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00  
GL POST DATE: 0/00/0000 THRU 99/99/9999  
CHECK DATE: 0/00/0000 THRU 99/99/9999

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## PAYROLL SELECTION

PAYROLL EXPENSES: NO  
CHECK DATE: 0/00/0000 THRU 99/99/9999

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## PRINT OPTIONS

PRINT DATE: None  
SEQUENCE: By Department  
DESCRIPTION: Distribution  
GL ACCTS: NO  
REPORT TITLE: C O U N C I L R E P O R T  
SIGNATURE LINES: 0

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## PACKET OPTIONS

INCLUDE REFUNDS: YES  
INCLUDE OPEN ITEM:NO

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04/30/14

## **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: APRIL 30TH, 2014

## 100-GENERAL FUND

| ACCOUNT #    | ACCOUNT DESCRIPTION            | BALANCE         |
|--------------|--------------------------------|-----------------|
| <hr/>        |                                |                 |
| ASSETS       |                                |                 |
| =====        |                                |                 |
| 100-100-100  | PETTY CASH                     | 1,850.00        |
| 100-100-102  | CLAIM ON POOLED CASH           | ( 1,421,008.02) |
| 100-100-103  | SECURITY INVESTMENTS           | 0.00            |
| 100-100-104  | CHASE #99-22784847             | 0.00            |
| 100-100-105  | MONEY MARKET @CNB #4260618     | 12,223.10       |
| 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     | 254,491.65      |
| 100-100-109  | PRINCOR GEN FUND 6FR-139362    | 677,194.26      |
| 100-100-110  | TEXPOOL 78404; 2465300006      | 4,580,334.52    |
| 100-100-111  | TXU DESIGNATED CNB 2067064     | 0.00            |
| 100-100-113  | MOODY TEXPOOL 2465300015       | 50,015.17       |
| 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      | 36,356.65       |
| 100-120-110  | ALLOWANCE UNCOLLECTED TAXES    | 0.00            |
| 100-120-120  | SALES TAXES RECEIVABLE         | 429,406.87      |
| 100-120-130  | ACCTS RECEIVABLE GARBAGE       | 57,443.50       |
| 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 | ( 115,266.53)   |
| 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            |
|              |                                | 4,787,897.42    |
| TOTAL ASSETS |                                | 4,787,897.42    |
|              |                                | =====           |
| LIABILITIES  |                                |                 |
| =====        |                                |                 |
| 100-200-100  | ACCRUED PAYBLES                | 0.00            |
| 100-200-110  | ENCUMBERED PAYABLE GEN.        | ( 115,266.53)   |
| 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          | ( 200.63)       |

## BALANCE SHEET

AS OF: APRIL 30TH, 2014

## 100-GENERAL FUND

| ACCOUNT #   | ACCOUNT DESCRIPTION                      | BALANCE        |
|-------------|------------------------------------------|----------------|
| 100-200-213 | TX DENTAL PLANS-AUSTIN PAYABLE           | 0.00           |
| 100-200-214 | AFLAC PAYABLE                            | 2,238.34       |
| 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                        | 8,771.14       |
| 100-200-500 | DUE TO OTHER FUNDS                       | 204,881.27     |
| 100-200-502 | DUE TO STATE/COURT FEES                  | 12,631.10      |
| 100-200-503 | DUE TO COMPT. SALES TAX                  | 21,287.29      |
| 100-200-504 | DUE TO TEDC-MONTHLY SALES TAX            | 0.00           |
| 100-200-505 | DUE TO OMNIBASE SERVICES INC             | 1,458.44       |
| 100-200-507 | DUE TO S&W/COBRA FROM OTHERS             | 5,086.38       |
| 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                        | 258,463.02     |
| 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                            | 7,414,079.36   |
|             | TOTAL EXPENSES                           | 6,946,793.58   |
|             | TOTAL INCREASE/(DECREASE) IN FUND BAL.   | 467,285.78     |
|             | TOTAL EQUITY & FUND BALANCE              | 4,529,434.40   |
|             | TOTAL LIABILITIES, EQUITY & FUND BALANCE | 2 4,787,897.42 |

BALANCE SHEET

AS OF: APRIL 30TH, 2014

119-TIF (TAX INCREMENT FUND)

| ACCOUNT #                                | ACCOUNT DESCRIPTION            | BALANCE    |            |
|------------------------------------------|--------------------------------|------------|------------|
| <hr/>                                    |                                |            |            |
| ASSETS                                   |                                |            |            |
| =====                                    |                                |            |            |
| 119-100-102                              | CLAIM ON POOLED CASH           | 10,331.88  |            |
| 119-100-115                              | TEXPOOL 246530004              | 556,210.51 |            |
| 119-170-100                              | CURRENT YR RES FOR ENCUMBRANCE | 0.00       |            |
| 119-170-101                              | PRIOR YR RES FOR ENCUMBRANCE   | 0.00       |            |
|                                          |                                |            | 566,542.39 |
| TOTAL ASSETS                             |                                |            | 566,542.39 |
|                                          |                                |            | =====      |
| 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                            |                                | 86,981.59  |            |
| TOTAL EXPENSES                           |                                | 15,000.00  |            |
| TOTAL INCREASE/(DECREASE) IN FUND BAL.   |                                | 71,981.59  |            |
| TOTAL EQUITY & FUND BALANCE              |                                |            | 566,542.39 |
| TOTAL LIABILITIES, EQUITY & FUND BALANCE |                                |            | 566,542.39 |
|                                          |                                |            | =====      |

BALANCE SHEET

AS OF: APRIL 30TH, 2014

120-HOTEL/MOTEL FUND

| ACCOUNT #   | ACCOUNT DESCRIPTION                      | BALANCE    |            |
|-------------|------------------------------------------|------------|------------|
| <hr/>       |                                          |            |            |
| ASSETS      |                                          |            |            |
| =====       |                                          |            |            |
| 120-100-102 | CLAIM ON POOLED CASH                     | 101,001.25 |            |
| 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       |            |
|             |                                          |            | 101,001.25 |
|             | TOTAL ASSETS                             |            | 101,001.25 |
|             |                                          |            | =====      |
| LIABILITIES |                                          |            |            |
| =====       |                                          |            |            |
| 120-200-110 | CURRENT YEAR ENCUMBRANCE                 | 0.00       |            |
| 120-200-111 | PRIOR YEAR ENCUMBRANCE                   | 0.00       |            |
| 120-200-500 | ACCOUNTS PAYABLE PENDING                 | 4,711.27   |            |
|             | TOTAL LIABILITIES                        |            | 4,711.27   |
| EQUITY      |                                          |            |            |
| =====       |                                          |            |            |
| 120-270-100 | FUND BALANCE                             | 97,022.93  |            |
|             | TOTAL BEGINNING EQUITY                   | 97,022.93  |            |
|             | TOTAL REVENUE                            | 34,344.15  |            |
|             | TOTAL EXPENSES                           | 35,077.10  |            |
|             | TOTAL INCREASE/(DECREASE) IN FUND BAL. ( | 732.95)    |            |
|             | TOTAL EQUITY & FUND BALANCE              |            | 96,289.98  |
|             | TOTAL LIABILITIES, EQUITY & FUND BALANCE |            | 101,001.25 |
|             |                                          |            | =====      |

BALANCE SHEET

AS OF: APRIL 30TH, 2014

121-TEXAS CAPITAL FUND

| ACCOUNT #   | ACCOUNT DESCRIPTION                      | BALANCE   |          |          |
|-------------|------------------------------------------|-----------|----------|----------|
| <hr/>       |                                          |           |          |          |
| 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                            | 14,596.75 |          |          |
|             | TOTAL EXPENSES                           | 14,596.75 |          |          |
|             | 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: APRIL 30TH, 2014

123-MAIN STREET REVENUE FUND

| ACCOUNT #   | ACCOUNT DESCRIPTION                      | BALANCE   |           |           |
|-------------|------------------------------------------|-----------|-----------|-----------|
| <hr/>       |                                          |           |           |           |
| ASSETS      |                                          |           |           |           |
| =====       |                                          |           |           |           |
| 123-100-102 | CLAIM ON POOLED CASH                     | 11,409.79 |           |           |
| 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      |           |           |
|             |                                          |           | 11,409.79 |           |
|             | TOTAL ASSETS                             |           |           | 11,409.79 |
|             |                                          |           |           | =====     |
| LIABILITIES |                                          |           |           |           |
| =====       |                                          |           |           |           |
| 123-200-110 | CURRENT YEAR ENCUMBRANCE                 | 0.00      |           |           |
| 123-200-111 | PRIOR YEAR ENCUMBRANCE                   | 0.00      |           |           |
| 123-200-500 | ACCOUNTS PAYABLE PENDING                 | 4,797.50  |           |           |
| 123-240-100 | PRE-REGISTRATION FOR FESTIVAL            | 0.00      |           |           |
|             | TOTAL LIABILITIES                        |           | 4,797.50  |           |
| EQUITY      |                                          |           |           |           |
| =====       |                                          |           |           |           |
| 123-270-100 | FUND BALANCE                             | 1,836.36  |           |           |
|             | TOTAL BEGINNING EQUITY                   | 1,836.36  |           |           |
|             | TOTAL REVENUE                            | 37,109.93 |           |           |
|             | TOTAL EXPENSES                           | 32,334.00 |           |           |
|             | TOTAL INCREASE/(DECREASE) IN FUND BAL.   | 4,775.93  |           |           |
|             | TOTAL EQUITY & FUND BALANCE              |           | 6,612.29  |           |
|             | TOTAL LIABILITIES, EQUITY & FUND BALANCE |           |           | 11,409.79 |
|             |                                          |           |           | =====     |



BALANCE SHEET

AS OF: APRIL 30TH, 2014

125-MUNICIPAL CRT SPECIAL FEE

| ACCOUNT #                                | ACCOUNT DESCRIPTION            | BALANCE     |           |
|------------------------------------------|--------------------------------|-------------|-----------|
| <hr/>                                    |                                |             |           |
| ASSETS                                   |                                |             |           |
| =====                                    |                                |             |           |
| 125-100-102                              | CLAIM ON POOLED CASH           | 95,090.27   |           |
| 125-170-100                              | CURRENT YR RES FOR ENCUMBRANCE | ( 1,253.00) |           |
| 125-170-101                              | PRIOR YR RES FOR ENCUMBRANCE   | 1,253.00    |           |
|                                          |                                |             | 95,090.27 |
| TOTAL ASSETS                             |                                |             | 95,090.27 |
|                                          |                                |             | =====     |
| 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                            |                                | 8,382.36    |           |
| TOTAL EXPENSES                           |                                | 1,707.69    |           |
| TOTAL INCREASE/(DECREASE) IN FUND BAL.   |                                | 6,674.67    |           |
| TOTAL EQUITY & FUND BALANCE              |                                |             | 95,090.27 |
| TOTAL LIABILITIES, EQUITY & FUND BALANCE |                                |             | 95,090.27 |
|                                          |                                |             | =====     |

BALANCE SHEET

AS OF: APRIL 30TH, 2014

129-LIBRARY GRANT/DONATION

| ACCOUNT #                                | ACCOUNT DESCRIPTION              | BALANCE    |            |
|------------------------------------------|----------------------------------|------------|------------|
| <hr/>                                    |                                  |            |            |
| ASSETS                                   |                                  |            |            |
| =====                                    |                                  |            |            |
| 129-100-102                              | CLAIM ON POOLED CASH             | 13,748.83  |            |
| 129-100-103                              | TEXSTAR: NOBLE TRUST - 3444      | 18,341.12  |            |
| 129-100-108                              | TEXSTAR; NED REQUEST (LIBRARY)   | 316,062.65 |            |
| 129-100-115                              | NOBLE TRUST: ACCT 2063352        | 0.00       |            |
| 129-170-100                              | CURRENT YR RES FOR ENCUMBRANCE ( | 1,436.37)  |            |
| 129-170-101                              | PRIOR YR RES FOR ENCUMBRANCE     | 1,436.37   |            |
|                                          |                                  |            | 348,152.60 |
| TOTAL ASSETS                             |                                  |            | 348,152.60 |
|                                          |                                  |            | =====      |
| LIABILITIES                              |                                  |            |            |
| =====                                    |                                  |            |            |
| 129-200-110                              | CURRENT YEAR ENCUMBRANCE (       | 1,436.37)  |            |
| 129-200-111                              | PRIOR YEAR ENCUMBRANCE           | 1,436.37   |            |
| 129-200-233                              | OTHER A/P PENDING (AUDITOR) (    | 10,945.00) |            |
| 129-200-500                              | ACCOUNTS PAYABLE PENDING         | 10,945.00  |            |
| TOTAL LIABILITIES                        |                                  |            | 0.00       |
| EQUITY                                   |                                  |            |            |
| =====                                    |                                  |            |            |
| 129-270-100                              | FUND BALANCE                     | 350,535.59 |            |
| TOTAL BEGINNING EQUITY                   |                                  |            | 350,535.59 |
| TOTAL REVENUE                            |                                  |            | 502.11     |
| TOTAL EXPENSES                           |                                  |            | 2,885.10   |
| TOTAL INCREASE/(DECREASE) IN FUND BAL. ( |                                  |            | 2,382.99)  |
| TOTAL EQUITY & FUND BALANCE              |                                  |            | 348,152.60 |
| TOTAL LIABILITIES, EQUITY & FUND BALANCE |                                  |            | 348,152.60 |
|                                          |                                  |            | =====      |

BALANCE SHEET

AS OF: APRIL 30TH, 2014

200-ROADWAY IMPACT FEE FUND

| ACCOUNT #   | ACCOUNT DESCRIPTION                      | BALANCE   |           |
|-------------|------------------------------------------|-----------|-----------|
| <hr/>       |                                          |           |           |
| ASSETS      |                                          |           |           |
| =====       |                                          |           |           |
| 200-100-102 | CLAIM ON POOLED CASH                     | 64,468.96 |           |
|             |                                          |           | 64,468.96 |
|             | TOTAL ASSETS                             |           | 64,468.96 |
|             |                                          |           | =====     |
| 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                            | 6,802.58  |           |
|             | TOTAL EXPENSES                           | 8,190.35  |           |
|             | TOTAL INCREASE/(DECREASE) IN FUND BAL. ( | 1,387.77) |           |
|             | TOTAL EQUITY & FUND BALANCE              |           | 64,468.96 |
|             | TOTAL LIABILITIES, EQUITY & FUND BALANCE |           | 64,468.96 |
|             |                                          |           | =====     |

BALANCE SHEET

AS OF: APRIL 30TH, 2014

300-MUNICIPAL DRAINAGE UTILIT

| ACCOUNT #   | ACCOUNT DESCRIPTION                      | BALANCE    |            |
|-------------|------------------------------------------|------------|------------|
| <hr/>       |                                          |            |            |
| ASSETS      |                                          |            |            |
| =====       |                                          |            |            |
| 300-100-102 | CLAIM ON POOLED CASH                     | 427,346.99 |            |
| 300-120-100 | DRAINAGE RECEIVABLE                      | 13,692.50  |            |
| 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       |            |
|             |                                          | 440,442.21 |            |
|             | TOTAL ASSETS                             |            | 440,442.21 |
|             |                                          |            | =====      |
| 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                            | 147,748.98 |            |
|             | TOTAL EXPENSES                           | 157,421.26 |            |
|             | TOTAL INCREASE/(DECREASE) IN FUND BAL. ( | 9,672.28)  |            |
|             | TOTAL EQUITY & FUND BALANCE              | 440,442.21 |            |
|             | TOTAL LIABILITIES, EQUITY & FUND BALANCE |            | 440,442.21 |
|             |                                          |            | =====      |

## BALANCE SHEET

AS OF: APRIL 30TH, 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           | 273,920.82       |
| 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            | 323,001.17       |
| 340-100-108  | CHASE GLOBAL #10203188.1       | 0.00             |
| 340-100-109  | TEXPOOL 78404; 2465300008      | 0.00             |
| 340-100-110  | TEXPOOL 78404; 2465300001      | 545,177.23       |
| 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            | 248,544.33       |
| 340-120-101  | CURRENT REFUND PAYABLE         | 288.33           |
| 340-120-102  | UNAPPLIED CREDITS              | ( 17,961.21)     |
| 340-120-103  | MISC. ACCOUNTS RECEIVABLE      | 15,256.35        |
| 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 | ( 138,434.61)    |
| 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) |
|              |                                | 38,024,507.34    |
| TOTAL ASSETS |                                | 38,024,507.34    |
| =====        |                                |                  |

## BALANCE SHEET

AS OF: APRIL 30TH, 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 (    | 138,434.61)  |
| 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 (        | 229.55)      |
| 340-200-213 | TX DENTAL PLANS-AUSTIN PAYABLE | 0.00         |
| 340-200-214 | AFLAC PAYABLE                  | 100.17       |
| 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       | 49,511.88    |
| 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                 | 365,168.39   |
| 340-240-101 | UNCLAIMED FUNDS                | 2,956.69     |
| 340-240-102 | DEFERRED REVENUE - CONST COSTS | 0.00         |

BALANCE SHEET

AS OF: APRIL 30TH, 2014

340-PUBLIC UTILITIES FUND

| ACCOUNT #   | ACCOUNT DESCRIPTION                      | BALANCE       |               |
|-------------|------------------------------------------|---------------|---------------|
| 340-240-120 | ALLOWANCE FOR BAD DEBT                   | 0.00          |               |
|             | TOTAL LIABILITIES                        |               | 27,633,347.94 |
| 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                            | 2,963,160.82  |               |
|             | TOTAL EXPENSES                           | 3,256,282.02  |               |
|             | TOTAL INCREASE/(DECREASE) IN FUND BAL. ( | 293,121.20)   |               |
|             | TOTAL EQUITY & FUND BALANCE              | 10,391,159.40 |               |
|             | TOTAL LIABILITIES, EQUITY & FUND BALANCE |               | 38,024,507.34 |
|             |                                          |               | =====         |

BALANCE SHEET

AS OF: APRIL 30TH, 2014

345-UTILITY IMPACT FEE FUND

| ACCOUNT #                                | ACCOUNT DESCRIPTION            | BALANCE     |            |
|------------------------------------------|--------------------------------|-------------|------------|
| <hr/>                                    |                                |             |            |
| ASSETS                                   |                                |             |            |
| =====                                    |                                |             |            |
| 345-100-102                              | CLAIM ON POOLED CASH           | 275,208.47  |            |
| 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    |            |
|                                          |                                |             | 275,208.47 |
| TOTAL ASSETS                             |                                |             | 275,208.47 |
|                                          |                                |             | =====      |
| 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                            |                                |             | 12,147.50  |
| TOTAL EXPENSES                           |                                |             | 87,018.48  |
| TOTAL INCREASE/(DECREASE) IN FUND BAL. ( |                                |             | 74,870.98) |
| TOTAL EQUITY & FUND BALANCE              |                                |             | 275,208.47 |
| TOTAL LIABILITIES, EQUITY & FUND BALANCE |                                |             | 275,208.47 |
|                                          |                                |             | =====      |



## BALANCE SHEET

AS OF: APRIL 30TH, 2014

350-AIRPORT FUND

| ACCOUNT #          | ACCOUNT DESCRIPTION            | BALANCE         |
|--------------------|--------------------------------|-----------------|
| <b>ASSETS</b>      |                                |                 |
| =====              |                                |                 |
| 350-100-102        | CLAIM ON POOLED CASH           | 91,649.97       |
| 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            | 3,906.85        |
| 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) |
|                    |                                | 3,442,585.83    |
| TOTAL ASSETS       |                                | 3,442,585.83    |
| =====              |                                |                 |
| <b>LIABILITIES</b> |                                |                 |
| =====              |                                |                 |
| 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       | 4,017.32        |
| 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  |                                | 353,060.48      |

BALANCE SHEET

AS OF: APRIL 30TH, 2014

350-AIRPORT FUND

| ACCOUNT #   | ACCOUNT DESCRIPTION                      | BALANCE      |       |
|-------------|------------------------------------------|--------------|-------|
| <hr/>       |                                          |              |       |
| 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                            | 249,957.99   |       |
|             | TOTAL EXPENSES                           | 229,878.04   |       |
|             | TOTAL INCREASE/(DECREASE) IN FUND BAL.   | 20,079.95    |       |
|             |                                          |              |       |
|             | TOTAL EQUITY & FUND BALANCE              | 3,089,525.35 |       |
|             |                                          |              |       |
|             | TOTAL LIABILITIES, EQUITY & FUND BALANCE | 3,442,585.83 | ===== |

## BALANCE SHEET

AS OF: APRIL 30TH, 2014

## 370-CEMETERY OPERATING FUND

| ACCOUNT #   | ACCOUNT DESCRIPTION                      | BALANCE     |            |
|-------------|------------------------------------------|-------------|------------|
| <hr/>       |                                          |             |            |
| ASSETS      |                                          |             |            |
| =====       |                                          |             |            |
| 370-100-102 | CLAIM ON POOLED CASH                     | 267,061.50  |            |
| 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           | 0.00        |            |
| 370-170-101 | PRIOR YR RES FOR ENCUMBRANCE             | 0.00        |            |
| 370-190-103 | ACCUMULATED DEPRECIATION                 | 0.00        |            |
|             |                                          | 277,094.30  |            |
|             | TOTAL ASSETS                             |             | 277,094.30 |
|             |                                          |             | =====      |
| LIABILITIES |                                          |             |            |
| =====       |                                          |             |            |
| 370-200-110 | CURRENT YR ENCUMBRANCE                   | 0.00        |            |
| 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                 | 5,904.31    |            |
| 370-210-100 | DUE TO CEMETERY LAND PURCHASE            | 203,944.99  |            |
|             | TOTAL LIABILITIES                        |             | 208,507.01 |
| EQUITY      |                                          |             |            |
| =====       |                                          |             |            |
| 370-270-100 | FUND BALANCE                             | 82,219.93   |            |
|             | TOTAL BEGINNING EQUITY                   | 82,219.93   |            |
|             | TOTAL REVENUE                            | 73,038.22   |            |
|             | TOTAL EXPENSES                           | 86,670.86   |            |
|             | TOTAL INCREASE/(DECREASE) IN FUND BAL. ( | 13,632.64)  |            |
|             | TOTAL EQUITY & FUND BALANCE              |             | 68,587.29  |
|             | TOTAL LIABILITIES, EQUITY & FUND BALANCE |             | 277,094.30 |
|             |                                          |             | =====      |

## BALANCE SHEET

AS OF: APRIL 30TH, 2014

## 382-FLEET SERVICES OPERATING

| ACCOUNT #   | ACCOUNT DESCRIPTION                      | BALANCE      |           |
|-------------|------------------------------------------|--------------|-----------|
| ASSETS      |                                          |              |           |
| =====       |                                          |              |           |
| 382-100-102 | CLAIM ON POOLED CASH                     | 18,656.48    |           |
| 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           | ( 12,330.91) |           |
| 382-170-101 | PRIOR YR RES FOR ENCUMBRANCE             | 905.00       |           |
| 382-190-103 | ACCUMULATED DEPRECIATION                 | 0.00         |           |
|             |                                          | 15,443.57    |           |
|             | TOTAL ASSETS                             |              | 15,443.57 |
|             |                                          |              | =====     |
| LIABILITIES |                                          |              |           |
| =====       |                                          |              |           |
| 382-200-110 | CURRENT YEAR ENCUMBRANCE                 | ( 12,330.91) |           |
| 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              | ( 1.23)      |           |
| 382-200-214 | AFLAC PAYABLE                            | 87.65        |           |
| 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                 | 13,771.53    |           |
|             | TOTAL LIABILITIES                        |              | 2,745.14  |
| EQUITY      |                                          |              |           |
| =====       |                                          |              |           |
| 382-260-121 | RESERVE:FUTURE EQUIP PURCHASES           | 0.00         |           |
| 382-270-100 | FUND BALANCE                             | ( 378.44)    |           |
|             | TOTAL BEGINNING EQUITY                   | ( 378.44)    |           |
|             | TOTAL REVENUE                            | 408,625.32   |           |
|             | TOTAL EXPENSES                           | 395,548.45   |           |
|             | TOTAL INCREASE/(DECREASE) IN FUND BAL.   | 13,076.87    |           |
|             | TOTAL EQUITY & FUND BALANCE              |              | 12,698.43 |
|             | TOTAL LIABILITIES, EQUITY & FUND BALANCE |              | 15,443.57 |
|             |                                          |              | =====     |

BALANCE SHEET

AS OF: APRIL 30TH, 2014

384-FLEET REPLACEMENT FUND

| ACCOUNT #   | ACCOUNT DESCRIPTION                      | BALANCE         |            |
|-------------|------------------------------------------|-----------------|------------|
| ASSETS      |                                          |                 |            |
| =====       |                                          |                 |            |
| 384-100-102 | CLAIM ON POOLED CASH                     | ( 251,058.05)   |            |
| 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) |            |
|             |                                          | 615,413.05      |            |
|             | TOTAL ASSETS                             |                 | 615,413.05 |
|             |                                          |                 | =====      |
| 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                           | 102,434.63      |            |
|             | TOTAL INCREASE/(DECREASE) IN FUND BAL.   | 15,775.37       |            |
|             | TOTAL EQUITY & FUND BALANCE              | 353,404.54      |            |
|             | TOTAL LIABILITIES, EQUITY & FUND BALANCE |                 | 615,413.05 |
|             |                                          |                 | =====      |

04/30/14

**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<br>from Prior Year<br>Amount | % from Pr.<br>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 |           |                                            |                          |
| 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<br>over prior year | -9.0%   | 15.3%   | 34.1%   | -9.3%   | -22.1%  | 3.4%    | -4.9%   | 20.2%   | 27.6%   | 1,486,692 | \$ 9,685                                   |                          |

### 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<br>from Prior Year<br>Amount | % from Pr.<br>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  |              |                                            |                          |
| 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<br>prior year | 10.0%        | 6.6%      | 35.1%     | 3.3%      | -26.5%    | -3.4%     | -0.4%     | 5.5%      | 10.0%      |              |                                            |                          |

04/30/14

**Attachment F**  
**Listing of Current Investments**



**Monthly Financial Report - Attachment F**  
**City of Taylor**  
**Summary of Security Investments - As of 4/30/14**

| 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    |
| <b>General Fund</b>                       |            |                        |                   |                |                 |             |            |                           |                     |                                 |                      |              |               |
| GF -Pooled Cash                           | F1         | TexPool                | 2465300006        | I 4            | -               | -           | 0.0336%    | 56                        | -                   | \$ 4,580,335                    | \$ 4,580,335         | 134          | 836           |
| General Fund                              | F1         | Princor Portfolio      | 6FR-139362        | I 2            | -               | -           | 0.5623%    | 559                       | -                   | \$ 678,485                      | \$ 678,485           | 500          | 10,678        |
| General Fund                              | F1         | City-Money Market      | 4260618           | I 5            | -               | -           | 0.0100%    |                           | -                   | \$ 12,223                       | \$ 12,223            | 0            | 0             |
| Library - (Noble)                         | F6         | TexStar                | 2460634440        | I 4            | -               | -           | 0.0379%    | 51                        | -                   | \$ 18,342                       | \$ 18,342            | 1            | 4             |
| CO Series 2010 (Const)                    | F2         | TexStar                | 2460610162        | I 4            | -               | -           | 0.0379%    | 51                        | -                   | \$ 2,051,738                    | \$ 2,051,738         | 64           | 451           |
| Ned Bequest - Moody                       | F6         | TexStar                | 2460610100        | I 4            | -               | -           | 0.0379%    | 51                        | -                   | \$ 254,500                      | \$ 254,500           | 8            | 55            |
| Ned Bequest - Library                     | F6         | TexStar                | 2460610129        | I 4            | -               | -           | 0.0379%    | 51                        | -                   | \$ 316,072                      | \$ 316,072           | 10           | 69            |
| CO Series 2012 (Const)                    | F2         | TexPool                | 2465300013        | I 4            | -               | -           | 0.0336%    | 56                        | -                   | \$ 983,463                      | \$ 983,463           | 27           | 205           |
| CO Series 2012 (MDUS)                     | F2         | TexPool                | 2465300014        | I 4            | -               | -           | 0.0336%    | 56                        | -                   | \$ 526,817                      | \$ 526,817           | 15           | 110           |
| 2013 Combination Cos                      | F2         | TexStar                | 2460613165        | I 4            | -               | -           | 0.0379%    | 56                        | -                   | \$ 2,974,810                    | \$ 2,974,810         | 93           | 641           |
| Nancy Moody Bequest                       | F6         | TexPool                | 2465300015        | I 4            | -               | -           | 0.0336%    | 56                        | -                   | \$ 50,015                       | \$ 50,015            | 1            | 10            |
| General Fund - I & S                      | F4         | TexPool                | 2465300003        | I 4            | -               | -           | 0.0336%    | 56                        | -                   | \$ 1,680,572                    | \$ 1,682,572         | 46           | 184           |
| <b>Subtotal General Fund</b>              |            |                        |                   |                |                 |             |            |                           |                     | <b>\$ 14,127,372</b>            | <b>\$ 14,129,372</b> | <b>899</b>   | <b>13,243</b> |
| <b>Special Revenue-Tax Increment Fund</b> |            |                        |                   |                |                 |             |            |                           |                     |                                 |                      |              |               |
| TIF                                       | F6         | TexPool                | 2465300004        | I 4            |                 |             | 0.0336%    | 56                        | -                   | \$ 556,211                      | \$ 556,211           | 15           | 104           |
| <b>Subtotal TIF Funds</b>                 |            |                        |                   |                |                 |             |            |                           |                     | <b>\$ 556,211</b>               | <b>\$ 556,211</b>    | <b>15</b>    | <b>104</b>    |
| <b>Utility Funds</b>                      |            |                        |                   |                |                 |             |            |                           |                     |                                 |                      |              |               |
| Water Fund                                | F1         | TexPool                | 2465300001        | I 4            | -               | -           | 0.0336%    | 56                        | -                   | \$ 545,177                      | \$ 545,177           | 15           | 114           |
| Water Tower Rent                          | F3         | TexPool                | 2465300012        | I 4            | -               | -           | 0.0336%    | 56                        | -                   | \$ 323,001                      | \$ 323,001           | 9            | 63            |
| <b>Subtotal Utility Funds</b>             |            |                        |                   |                |                 |             |            |                           |                     | <b>\$ 868,178</b>               | <b>\$ 868,178</b>    | <b>71</b>    | <b>300</b>    |
| <b>CemeteryFund</b>                       |            |                        |                   |                |                 |             |            |                           |                     |                                 |                      |              |               |
| PermanentTrust Fund                       | F3         | TexPool                | 2465300007        | I 4            | -               | -           | 0.0336%    | 56                        | -                   | \$ 101,268                      | \$ 101,268           | 3            | 21            |
| Permanent Fund                            | F3         | Princor Portfolio      | 6FR-139222        | I 2            | -               | -           | 0.9170%    | 485                       | -                   | \$ 653,383                      | \$ 653,383           | 3,270        | 13,448        |
| Permanent Fund                            | F2         | Texas Class            | TX-01-0247-0006   | I 4            | -               | -           | 0.1000%    | 50                        | -                   | \$ 30,546                       | \$ 30,564            | 2            | 17            |
| Cemetery Operating Fund (Noble)           | F6         | TexStar (Noble)        | 2460622880        | I 4            | -               | -           | 0.0379%    | 51                        | -                   | \$ 184,420                      | \$ 184,420           | 6            | 40            |
| <b>Subtotal Cemetery Funds</b>            |            |                        |                   |                |                 |             |            |                           |                     | <b>\$ 969,617</b>               | <b>\$ 969,635</b>    | <b>3,281</b> | <b>13,526</b> |
| <b>Total All Funds</b>                    |            |                        |                   |                |                 |             |            |                           |                     | <b>\$ 16,521,378</b>            | <b>\$ 16,523,396</b> | <b>4,266</b> | <b>27,173</b> |

**Monthly Financial Report - Attachment F**  
**City of Taylor**  
**Summary of Security Investments - As of 4/30/14**

| <b>*Fund Types:</b> |                          |
|---------------------|--------------------------|
| <b>Code</b>         | <b>Description:</b>      |
| F1                  | Current Operating Funds  |
| F2                  | Bond Proceeds            |
| F3                  | Repair/Replacement Funds |
| F4                  | Debt Service Funds       |
| F5                  | Bond Reserve Funds       |
| F6                  | Operating Reserve Funds  |

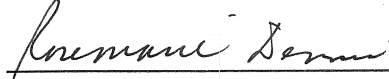
| <b>**Investment Types:</b> |                                      |                     |                  |
|----------------------------|--------------------------------------|---------------------|------------------|
| <b>Code</b>                | <b>Description:</b>                  | <b>% Authorized</b> | <b>Current %</b> |
| 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%               |
|                            |                                      | <b>Total</b>        | <b>100%</b>      |

| <b>Book Value:</b> | <b>As of 4/30/2014</b> | <b>As of 3/31/14</b> | <b>Change</b> |
|--------------------|------------------------|----------------------|---------------|
| I 1 \$             | -                      | \$ -                 | \$ -          |
| I 2 \$             | 1,331,868              | \$ 1,324,918         | \$ 6,950      |
| I 3 \$             | -                      | \$ -                 | \$ -          |
| I 4 \$             | 15,177,287             | \$ 15,408,326        | \$ (231,039)  |
| I 5 \$             | 12,223                 | \$ 12,223            | \$ -          |
| I 6 \$             | -                      | \$ -                 | \$ -          |
| I 7 \$             | -                      | \$ -                 | \$ -          |
| Total Book Value   | \$ 16,521,378          | \$ 16,745,467        | \$ (224,090)  |

| <b>Market Value:</b> | <b>As of 4/30/2014</b> | <b>As of 3/31/14</b> | <b>Gain/(Loss)</b> |
|----------------------|------------------------|----------------------|--------------------|
| I 1 \$               | -                      | \$ -                 | \$ -               |
| I 2 \$               | 1,331,868              | \$ 1,324,918         | \$ 6,950           |
| I 3 \$               | -                      | \$ -                 | \$ -               |
| I 4 \$               | 15,179,305             | \$ 15,408,326        | \$ (229,021)       |
| I 5 \$               | 12,223                 | \$ 12,223            | \$ -               |
| I 6 \$               | -                      | \$ -                 | \$ -               |
| I 7 \$               | -                      | \$ -                 | \$ -               |
| Total Market Value   | \$ 16,523,396          | \$ 16,745,467        | \$ (222,072)       |

**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.

 5/29/14  
**Investment Officer:** \_\_\_\_\_ **Date** \_\_\_\_\_

\_\_\_\_\_  
**Investment Officer:** \_\_\_\_\_ **Date** \_\_\_\_\_



***City Council Meeting  
June 12, 2014  
Agenda Item Transmittal***

**Agenda Item #:** 6

**Agenda Title:** Receive progress report from the Street Maintenance and Reconstruction Committee.

**Council Action to be taken:** Receive report.

**Initiating Department:** City Management

**Staff Contact:** Jeff Straub, Interim City Manager

|                                |
|--------------------------------|
| <b>1. INTRODUCTION/PURPOSE</b> |
|--------------------------------|

The Council's appointed Street Maintenance and Reconstruction Committee will advise Council of their work to date, including the presentation of survey results garnered from surveys distributed at Zest Fest.

|                                      |
|--------------------------------------|
| <b>2. DESCRIPTION/ JUSTIFICATION</b> |
|--------------------------------------|

Ed Komandosky and Jose Orta, representing the Street Maintenance and Reconstruction Committee will make the presentation to the Council.

|                            |
|----------------------------|
| <b>3. FINANCIAL/BUDGET</b> |
|----------------------------|

|                                   |
|-----------------------------------|
| <b>4. TIMELINE CONSIDERATIONS</b> |
|-----------------------------------|

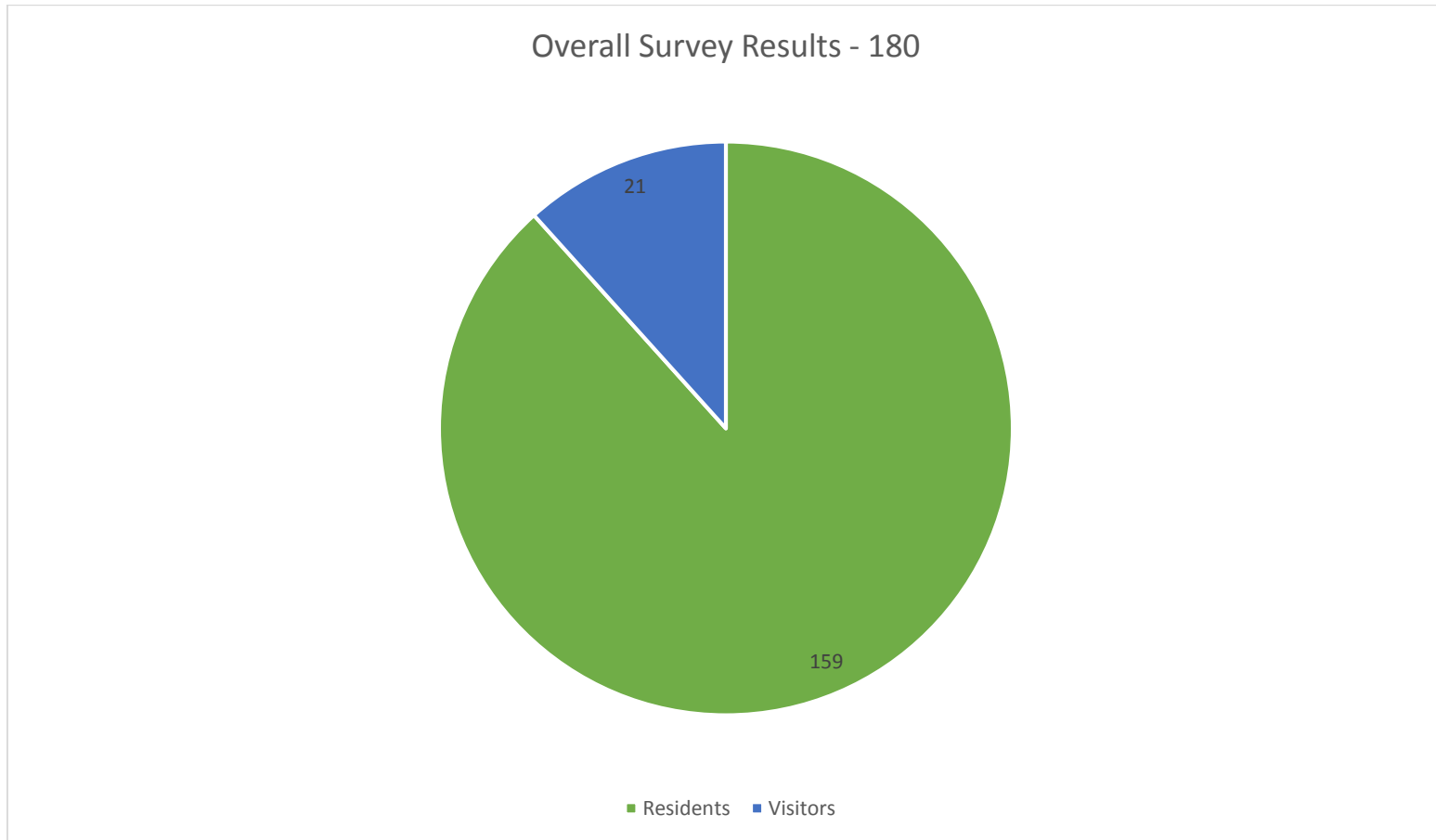
|                          |
|--------------------------|
| <b>5. RECOMMENDATION</b> |
|--------------------------|

Receive report.

|                           |
|---------------------------|
| <b>6. REFERENCE FILES</b> |
|---------------------------|

6a. [Report](#)

On May 3, 2014, the Street Maintenance and Reconstruction Committee conducted a survey at the Annual Taylor Zest Fest Festival attendees were encouraged to fill out a survey to gauge them on what they thought of Taylor's Streets. One hundred and eighty people filled out a survey.



This is the survey that was passed out:

**Street Maintenance & Reconstruction Survey**

Please rate each answer on the scale to indicate your level of agreement: **5=Strongly Agree, 4=Agree, 3=Neutral, 2=Disagree, 1=Strongly Disagree**

Taylor is doing a good job maintaining the streets. 5 ☐ 4 ☐ 3 ☐ 2 ☐ 1 ☐

Taylor needs to repair the worst streets first. 5 ☐ 4 ☐ 3 ☐ 2 ☐ 1 ☐

Taylor needs to repair the high traffic streets first. 5 ☐ 4 ☐ 3 ☐ 2 ☐ 1 ☐

Preventative maintenance of the good streets is important. 5 ☐ 4 ☐ 3 ☐ 2 ☐ 1 ☐

Taylor should consider an in-house street maintenance program. 5 ☐ 4 ☐ 3 ☐ 2 ☐ 1 ☐

Taylor should outsource the street maintenance program. 5 ☐ 4 ☐ 3 ☐ 2 ☐ 1 ☐

I'm willing to pay more in property taxes to fix our streets. 5 ☐ 4 ☐ 3 ☐ 2 ☐ 1 ☐

I'm willing to pay a street maintenance fee as part of my utility bill. 5 ☐ 4 ☐ 3 ☐ 2 ☐ 1 ☐

The street that I live on is in good condition. 5 ☐ 4 ☐ 3 ☐ 2 ☐ 1 ☐

What Street do you live on? \_\_\_\_\_

I don't live in Taylor, I'm a Visitor: \_\_\_\_\_

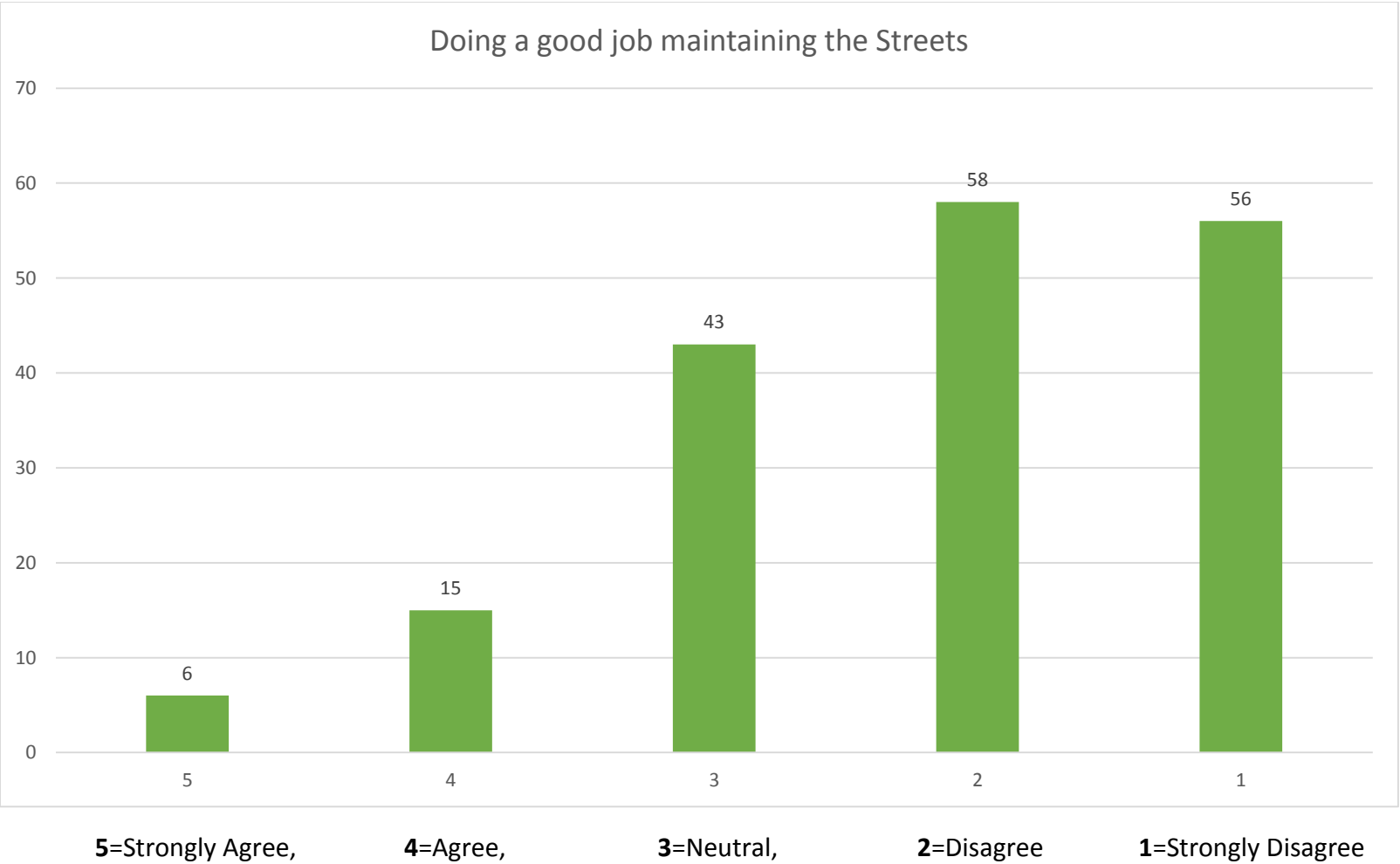
I'm willing to attend a neighborhood meeting to learn more about street maintenance. 5 ☐ 4 ☐ 3 ☐ 2 ☐ 1 ☐

Comments: \_\_\_\_\_

I would like to receive more info about the Street Maintenance program. My email is: \_\_\_\_\_

Thank you for your participation!

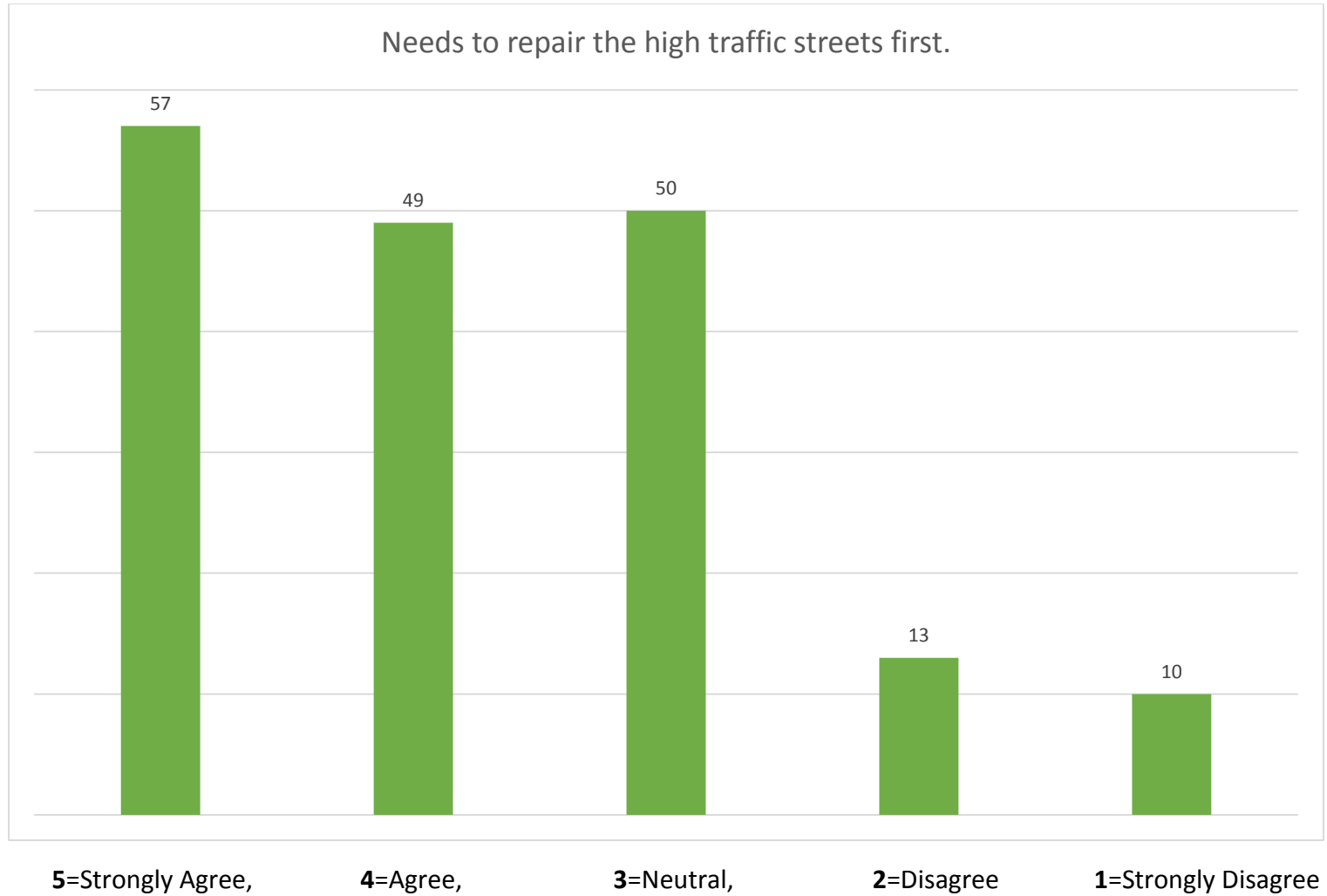
Taylor is doing a good job maintaining the Streets.



## Taylor needs to repair the worst streets first.

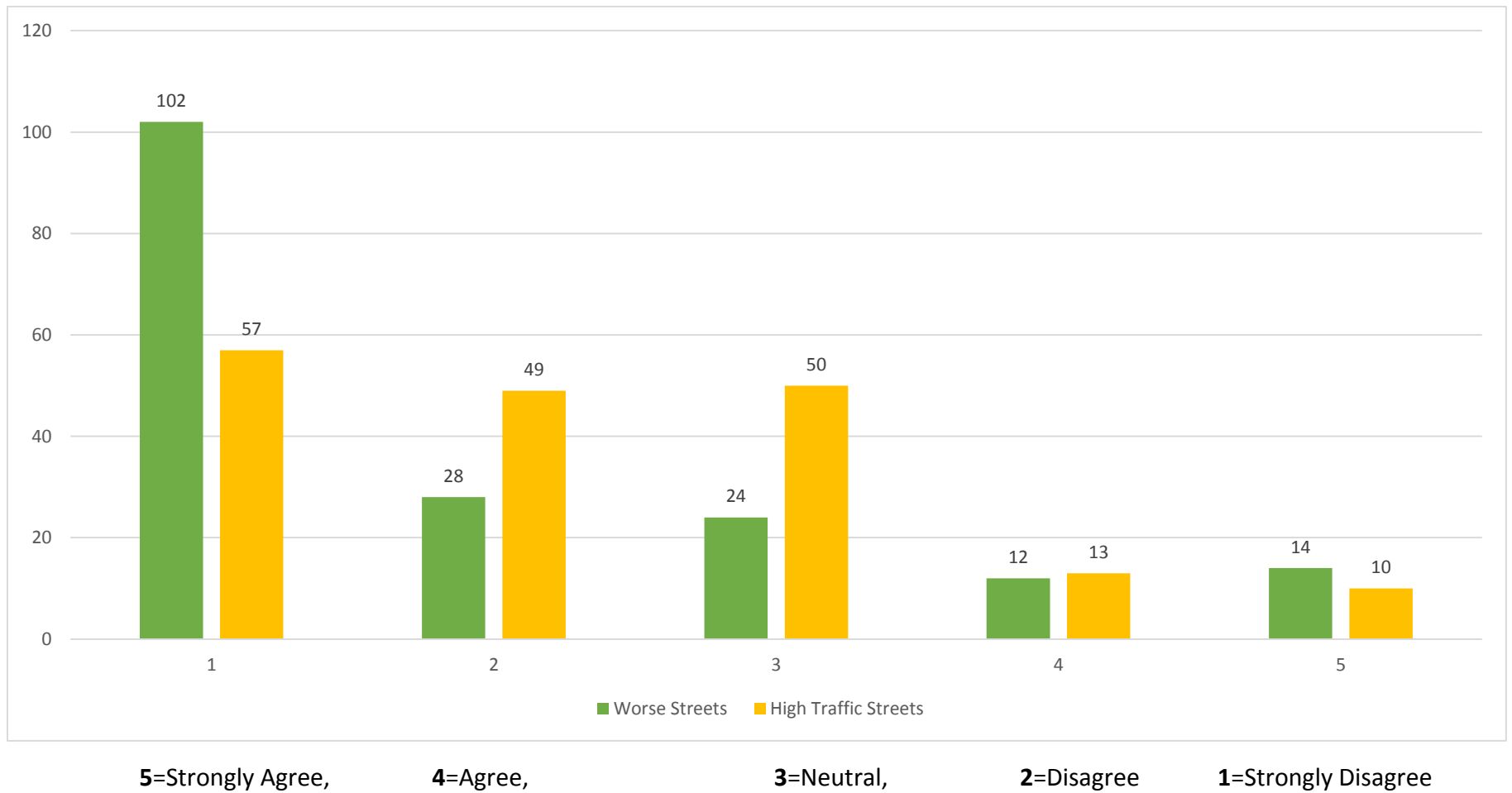


Taylor needs to repair the high traffic streets first.

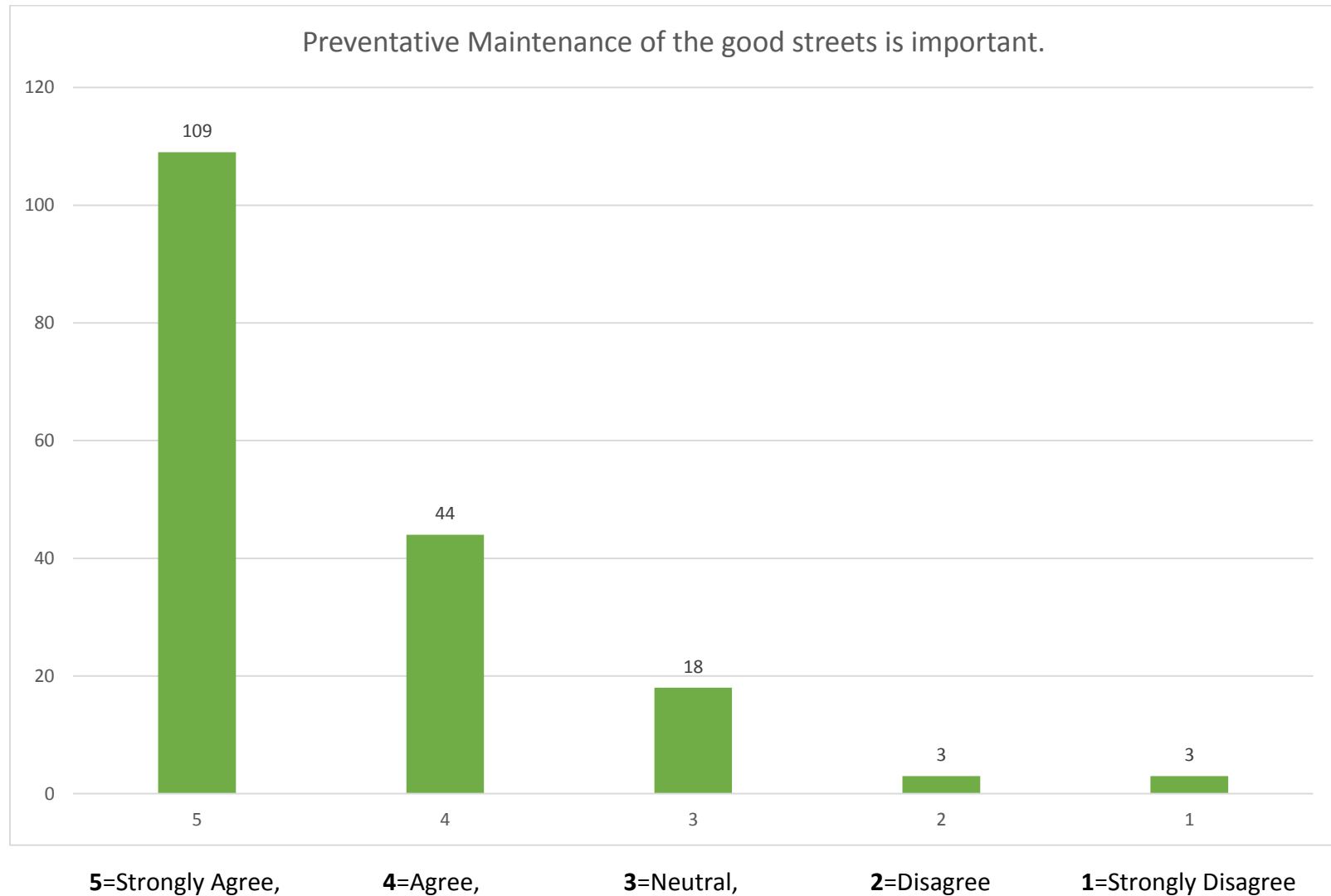




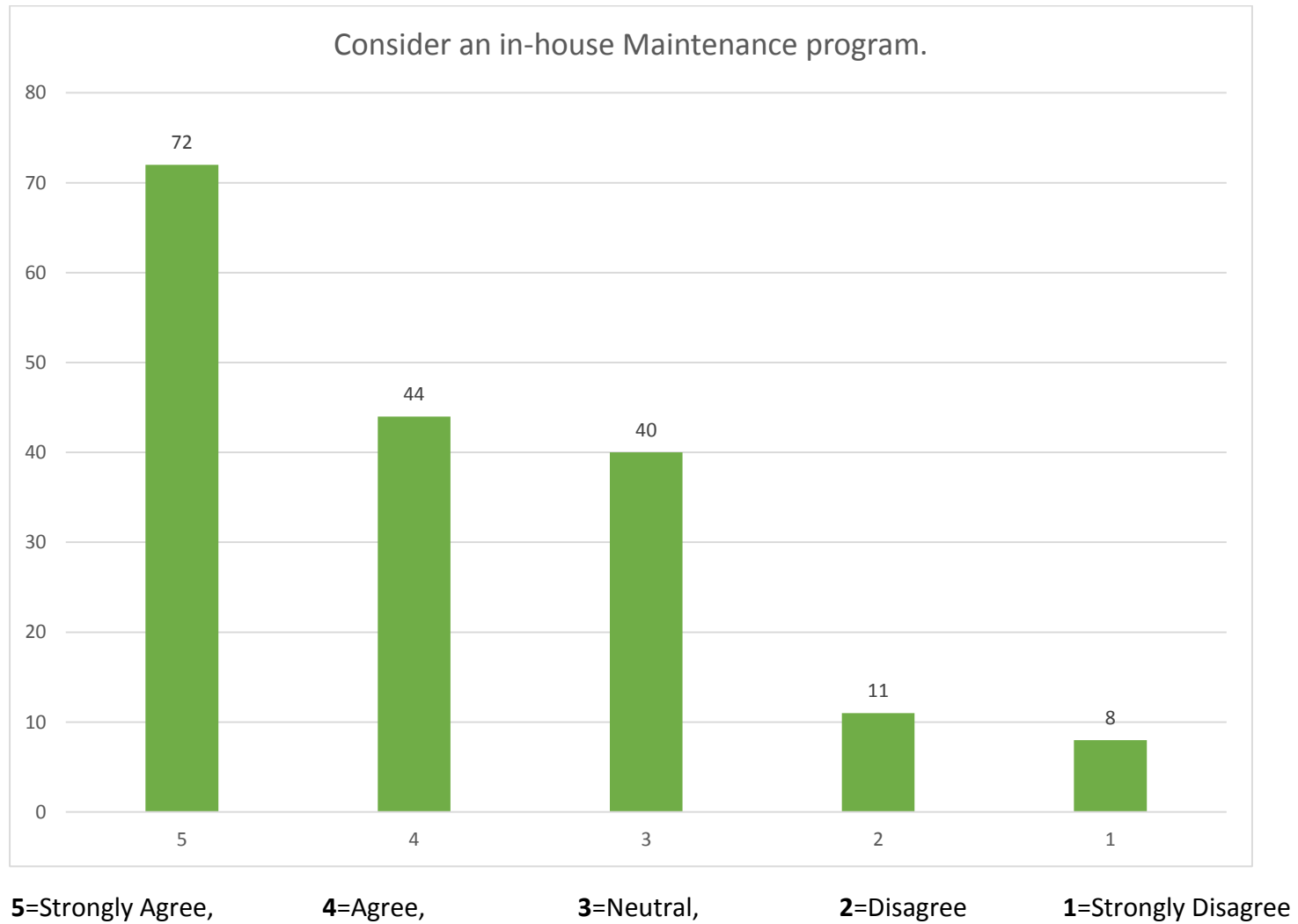
Which streets to repair first  
Worse Streets vs High Traffic Streets



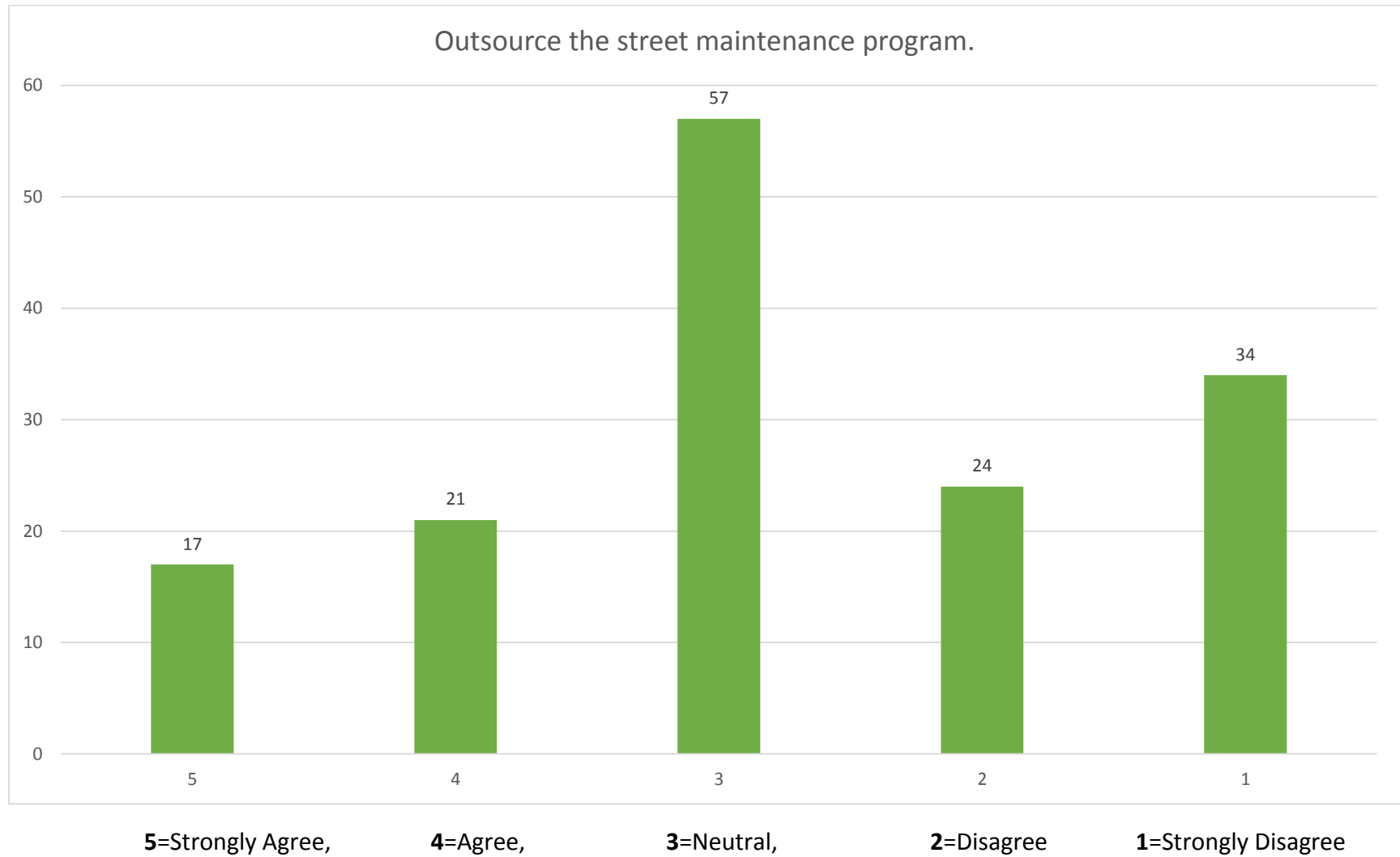
## Preventative maintenance of the good streets is important.



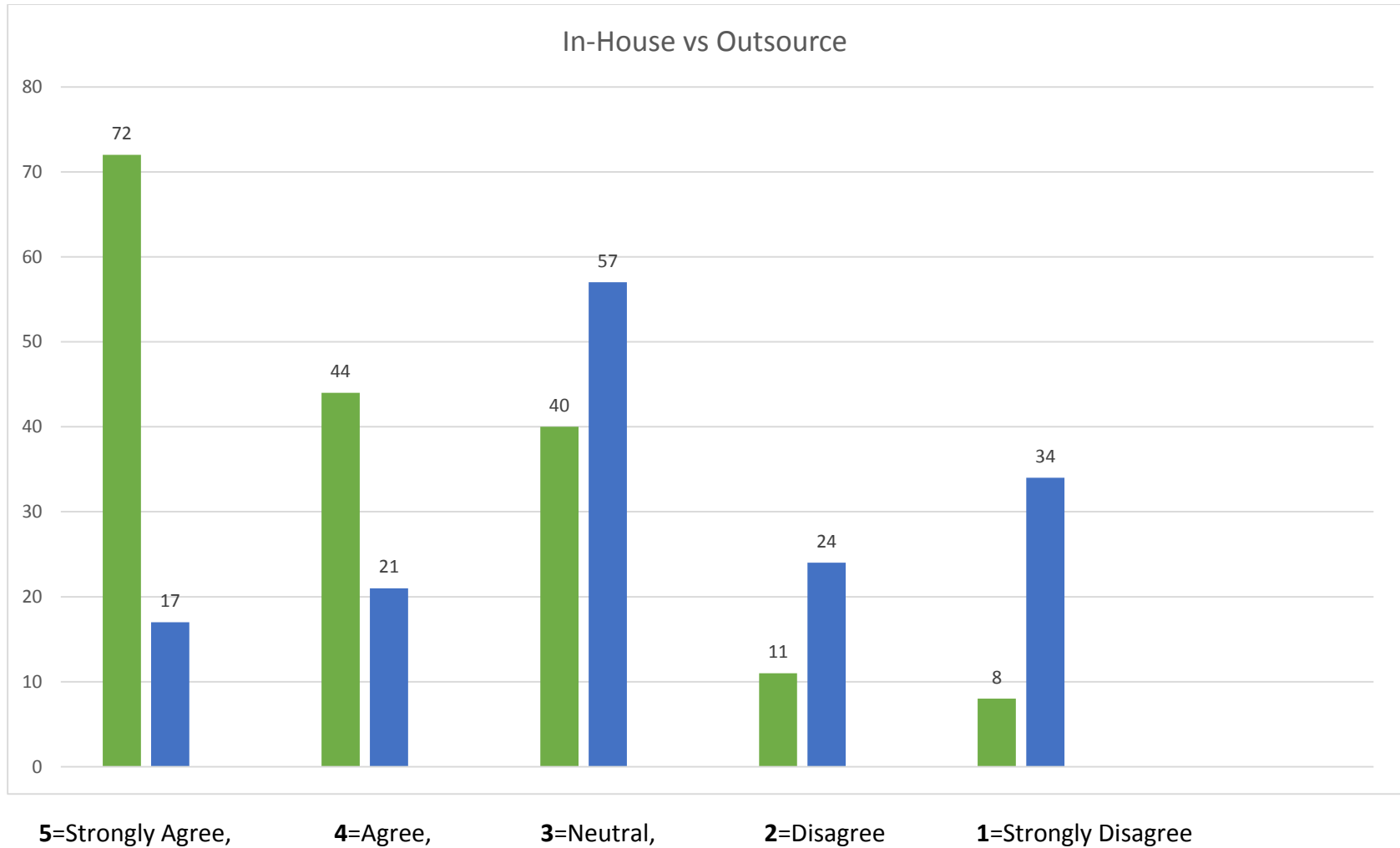
## Taylor should consider an in-house street maintenance program.



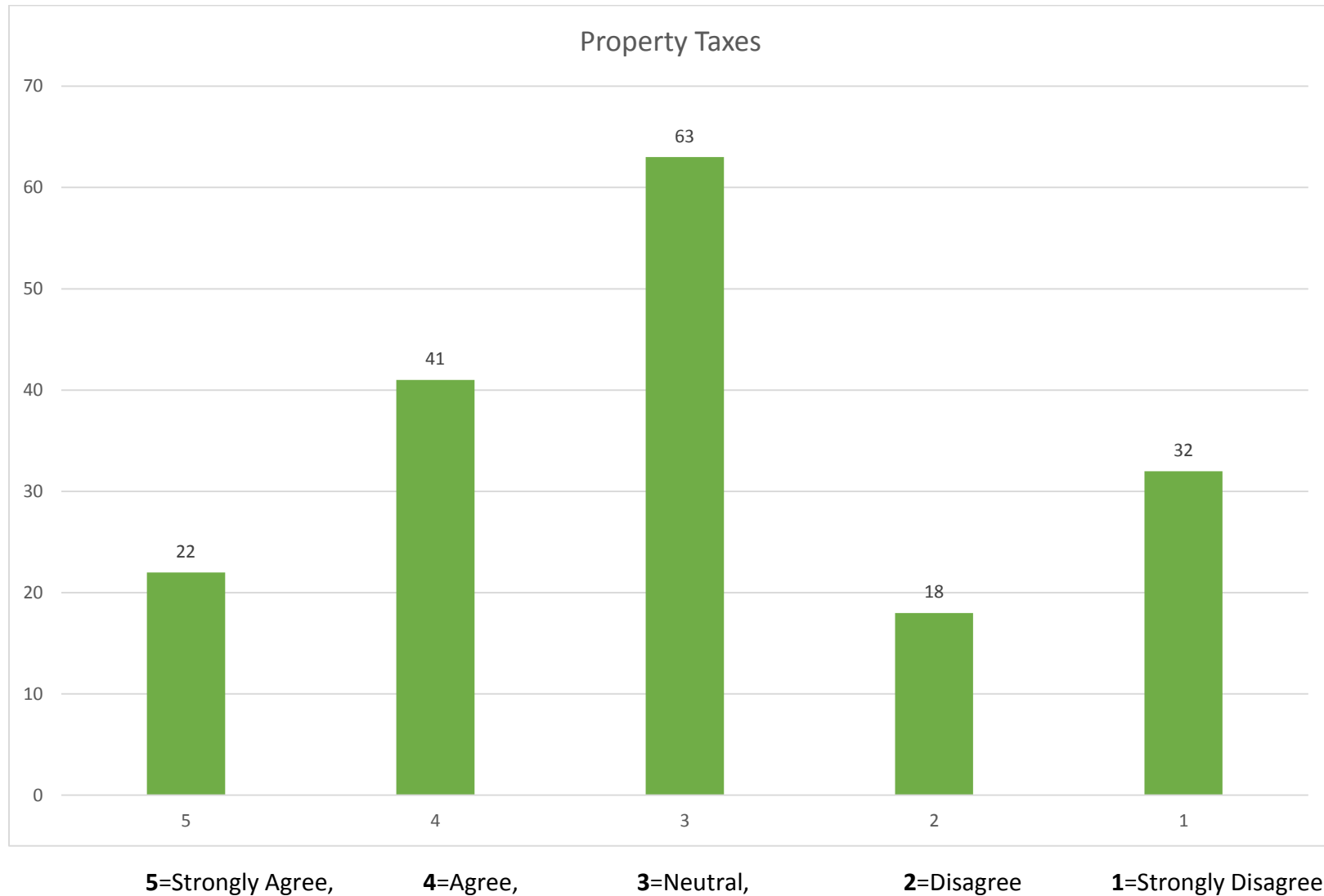
## Taylor should outsource the street maintenance program.



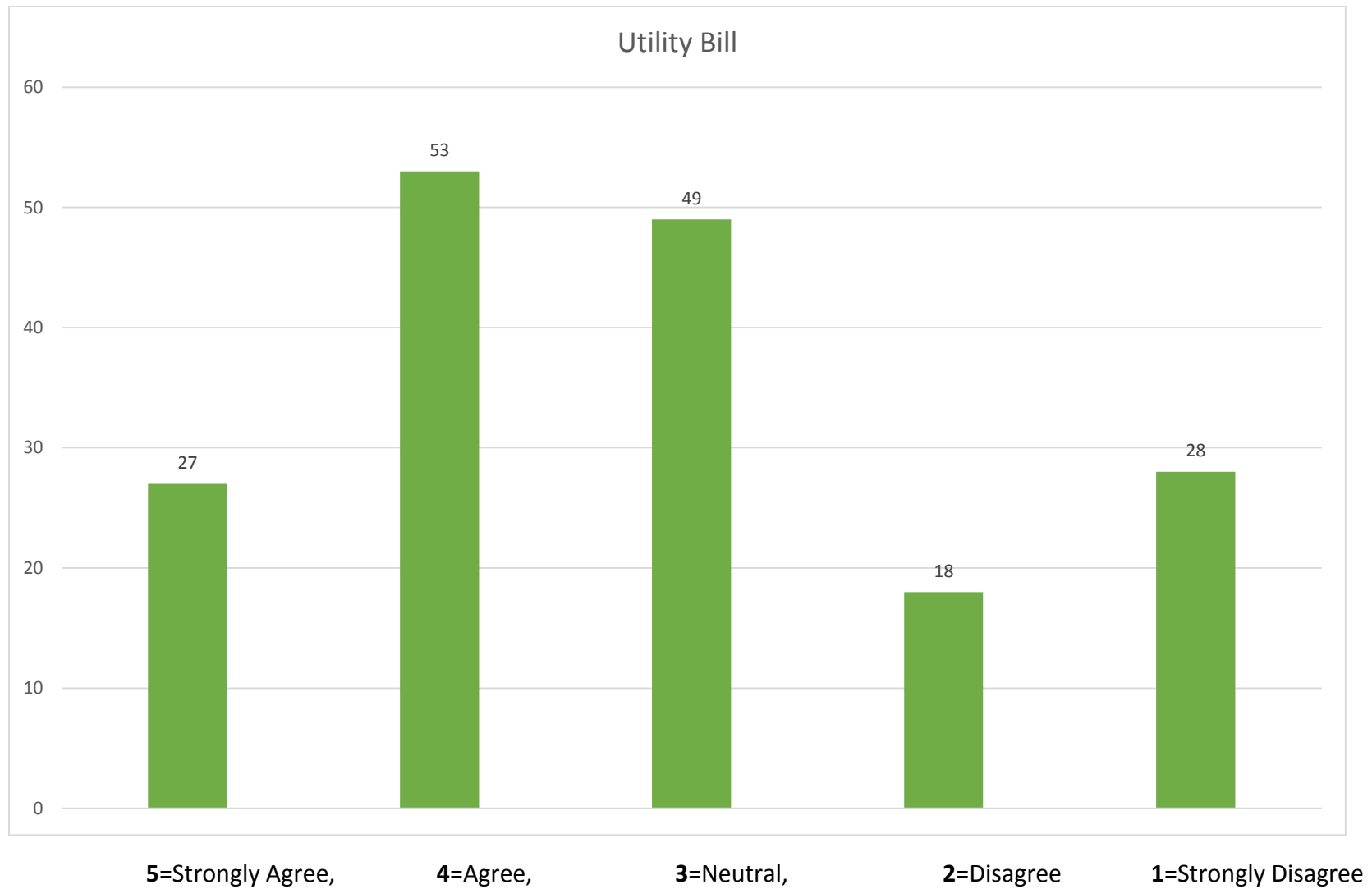
## Comparing In-House vs Outsource



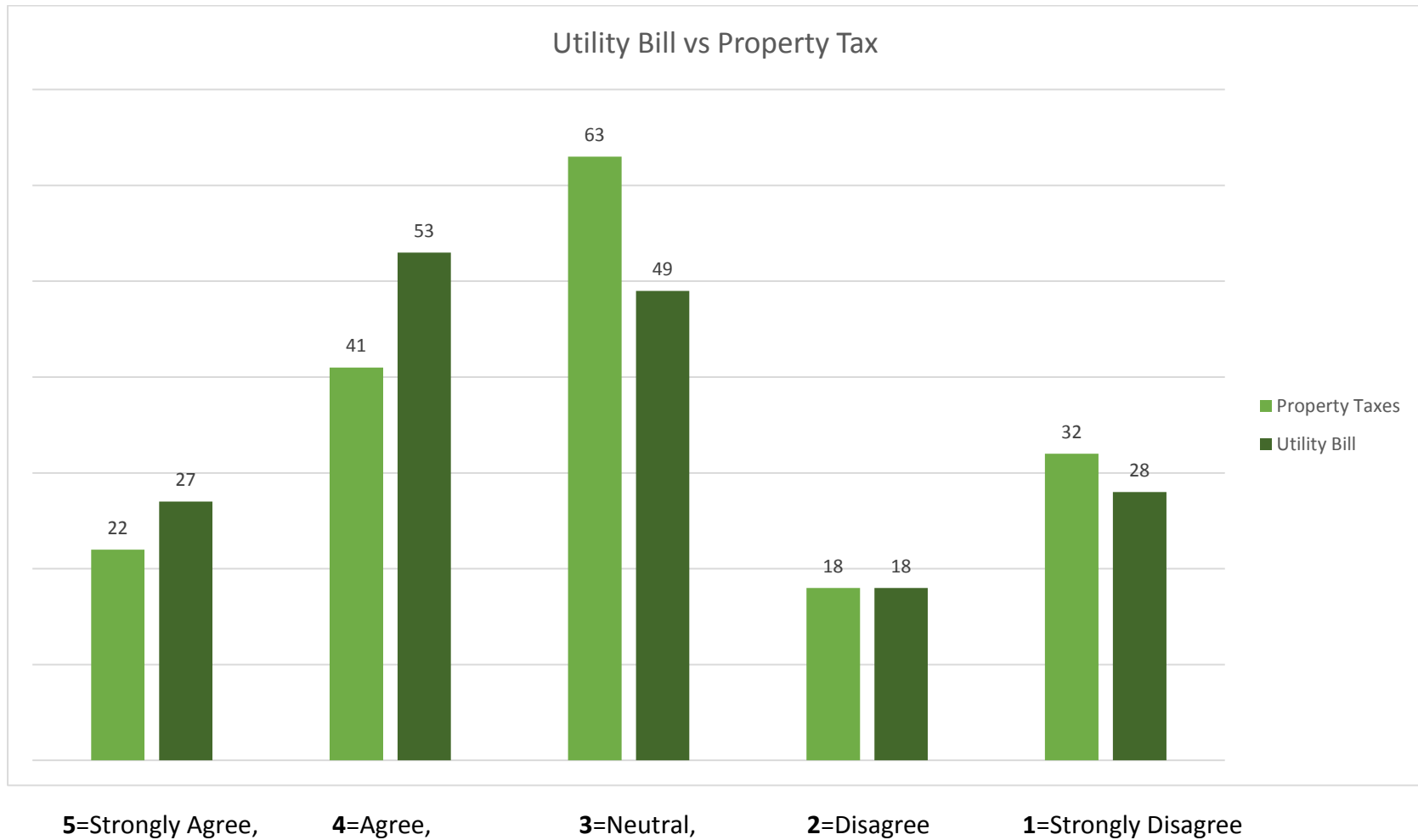
I'm willing to pay more in property taxes to fix our streets.



I'm willing to pay a street maintenance fee as part of my utility bill.

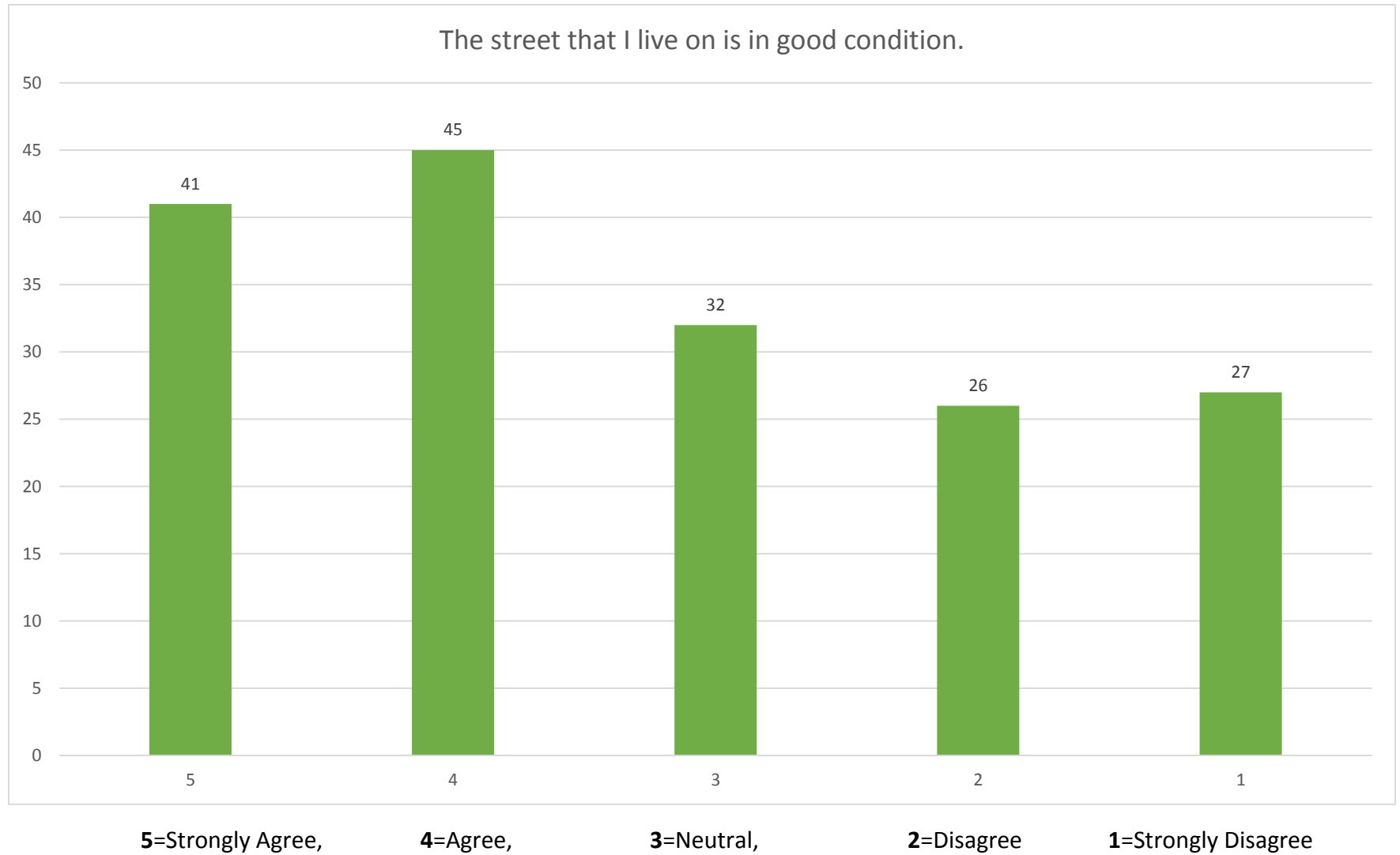


## Comparing Utility Bill Fee vs Property Tax

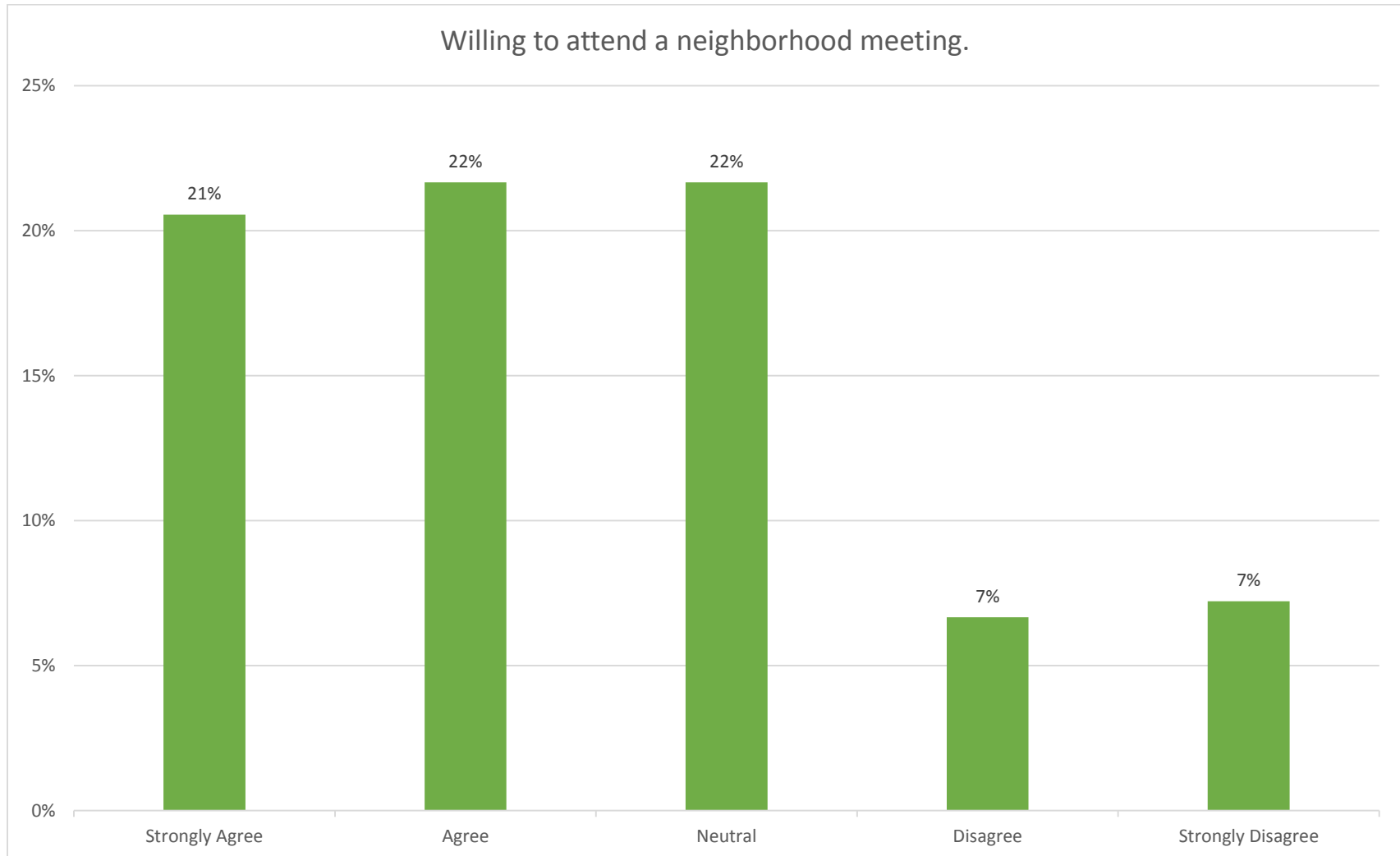




The street that I live on is in good condition.



Willing to attend a meeting to learn more about our street program.



# Raw data from the results of the survey:

| Street Maintenance Survey Results                           | Strongly Agree | Agree | Neutral | Disagree | Strongly Disagree |
|-------------------------------------------------------------|----------------|-------|---------|----------|-------------------|
|                                                             | 5              | 4     | 3       | 2        | 1                 |
| Doing a good job maintaining the Streets                    | 6              | 15    | 43      | 58       | 56                |
|                                                             | Strongly Agree | Agree | Neutral | Disagree | Strongly Disagree |
|                                                             | 5              | 4     | 3       | 2        | 1                 |
| Needs to repair the worst Streets first.                    | 102            | 28    | 24      | 12       | 14                |
|                                                             | Strongly Agree | Agree | Neutral | Disagree | Strongly Disagree |
|                                                             | 5              | 4     | 3       | 2        | 1                 |
| Needs to repair the high traffic streets first.             | 57             | 49    | 50      | 13       | 10                |
|                                                             | Strongly Agree | Agree | Neutral | Disagree | Strongly Disagree |
|                                                             | 5              | 4     | 3       | 2        | 1                 |
| Preventative Maintenance of the good streets is important.  | 109            | 44    | 18      | 3        | 3                 |
|                                                             | Strongly Agree | Agree | Neutral | Disagree | Strongly Disagree |
|                                                             | 5              | 4     | 3       | 2        | 1                 |
| Consider an in-house Maintenance program.                   | 72             | 44    | 40      | 11       | 8                 |
|                                                             | Strongly Agree | Agree | Neutral | Disagree | Strongly Disagree |
|                                                             | 5              | 4     | 3       | 2        | 1                 |
| Outsource the street maintenance program.                   | 17             | 21    | 57      | 24       | 34                |
|                                                             | Strongly Agree | Agree | Neutral | Disagree | Strongly Disagree |
|                                                             | 5              | 4     | 3       | 2        | 1                 |
| Willing to pay more in property taxes to fix our streets.   | 22             | 41    | 63      | 18       | 32                |
|                                                             | Strongly Agree | Agree | Neutral | Disagree | Strongly Disagree |
|                                                             | 5              | 4     | 3       | 2        | 1                 |
| I'm willing to pay a street fee as part of my utility bill. | 27             | 53    | 49      | 18       | 28                |
|                                                             | Strongly Agree | Agree | Neutral | Disagree | Strongly Disagree |
|                                                             | 5              | 4     | 3       | 2        | 1                 |

|                                                            |                   |          |         |          |                   |
|------------------------------------------------------------|-------------------|----------|---------|----------|-------------------|
| The street that I live on is in good condition.            | 41                | 45       | 32      | 26       | 27                |
|                                                            | Strongly<br>Agree | Agree    | Neutral | Disagree | Strongly Disagree |
|                                                            | 5                 | 4        | 3       | 2        | 1                 |
| Willing to attend a neighborhood meeting to learn more.... | 37                | 39       | 39      | 12       | 13                |
| Overall Survey Results                                     | Residents         | Visitors |         |          |                   |
| Overall Survey Results - 180                               | 159               | 21       |         |          |                   |

## These are all the comments from Survey

Need recycling curbside

Now the southeast side needs a lot of help (repairs)

I would like to see better streets but do not outsource

The City Council should take a look at the streets away from the downtown area they are in very bad condition

Please fix our horrible streets!

I live in Bartlett so frequently shop in Taylor in addition to visiting friends. It heartens me that the conditions of your streets are now being addressed. Please make sure truly qualified repair businesses which care about this city get the contracts.

Streets that have been redone – Sloan, Howard, and Davis resulted in improved homeowner attitudes and appeal plus values. Bad Streets are atrocious results in poor upkeep of property. Residents think city doesn't care about them.

I like what we done so far; Howard, Sloan except for the curbing problem but later corrected....street.

I can't drive some streets in my car as it will scrape.

It's been getting better. Thank you.

A little too late.

Give police a pay raise.

My street is made of road patches.

Your tax rate drives away the very growth you need. Why would any business come to Taylor when your taxes are twice that of Hutt or Round Rock. Grow business first then you can improve the tax base.

Glad it's under active discussion;

Fix them once. Fix them right.

Always add sidewalks

Recent efforts are very good.

Improve bike transit opportunity & pedestrian sidewalks.

Taylor has needed street improvement for years!

We need a long term plan to implement better quality streets and implement a fair way of paying for lack of repairs over the years.

Unhappy with city council – not much incentive to attract new business

The streets of the town are awful especially on the south side of town

Let's do this

Get all Streets Fixed (the worst ones first)

Taylor needs to fix its roads to attract business and home buyers.

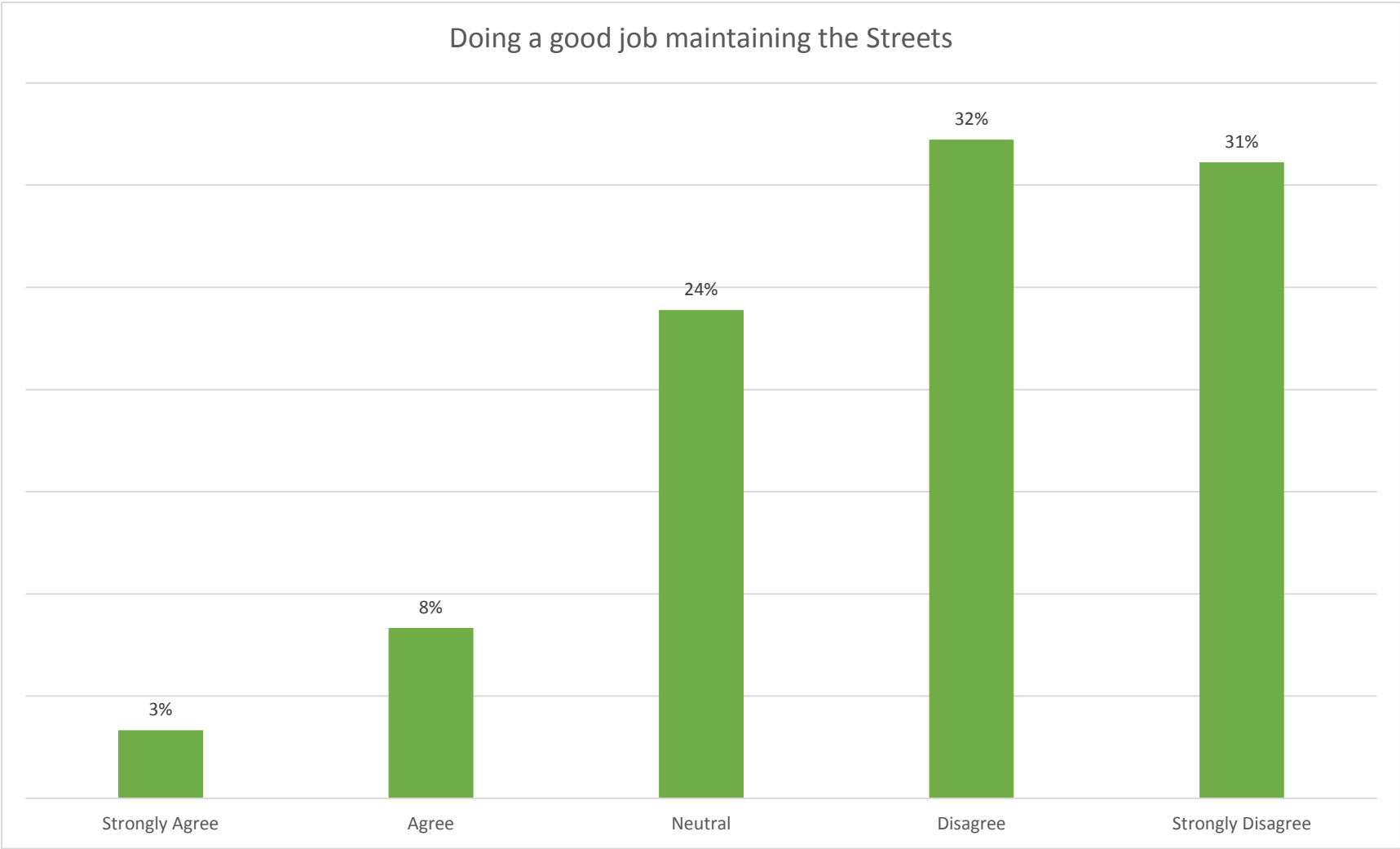
Use money from the left over utility maintenance fund to repair the streets (the money that they tried to use to build the YMCA)

Asked for a street swep 6 months ago! Nothing yet. Asked for a pothole to be fixed 5 months ago! Nothing yet.

Thanks talking with me about this Taylor Street Committee.

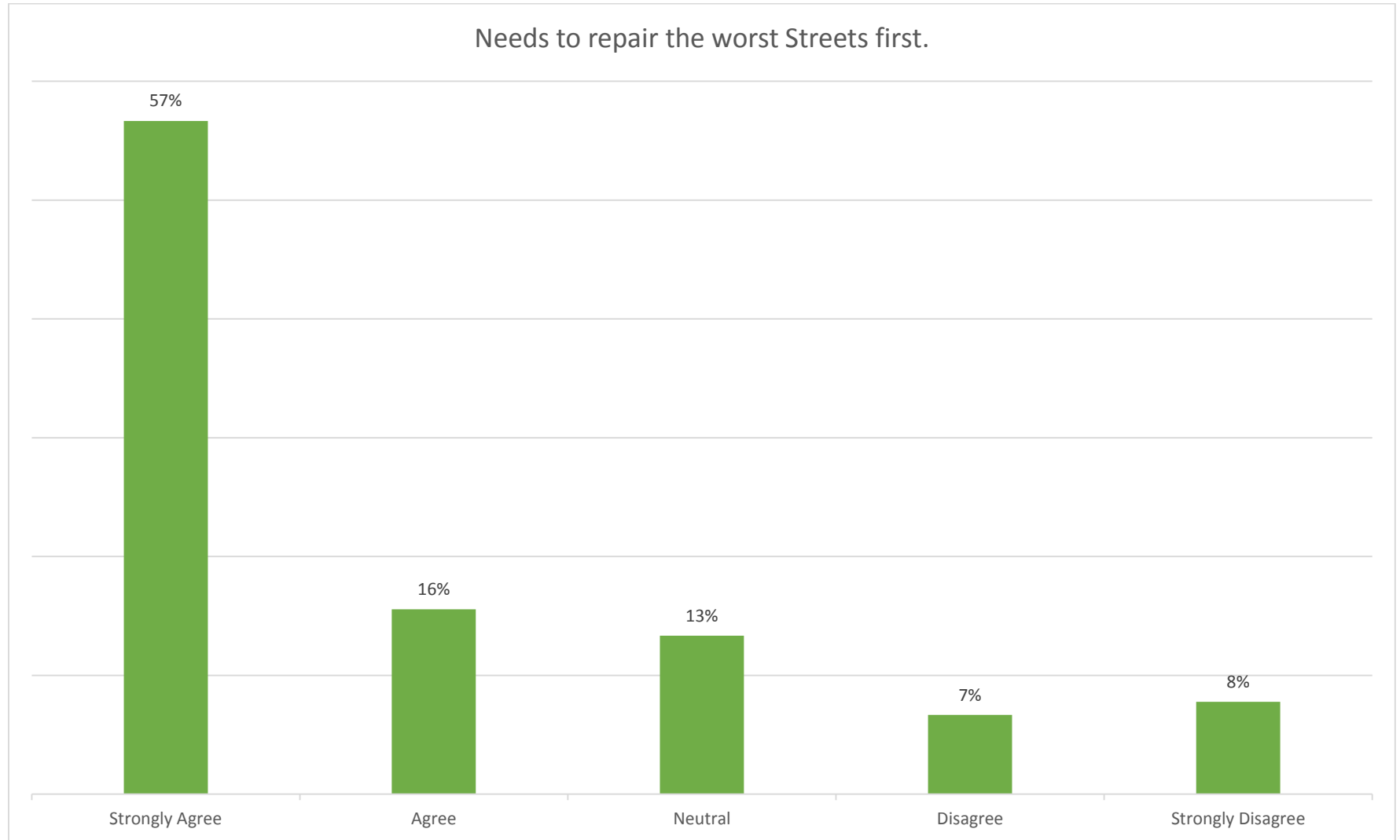
|                                    |   |                     |   |                              |           |
|------------------------------------|---|---------------------|---|------------------------------|-----------|
| <b>What Street Do You Live in?</b> |   | <b>Visitor = 21</b> |   | <b>Holly Springs</b>         | <b>1</b>  |
| Qual Cove                          | 6 | Sturgis Street      | 2 | Howard/James                 | 1         |
| Sloan Street                       | 4 | Tammi Lane          | 2 | Kelly Drive                  | 1         |
| Yosemite Trail                     | 4 | Wallace Street      | 2 | Kent Street                  | 1         |
| Vernon                             | 4 | 11th Street         | 1 | Kimbrow                      | 1         |
| 2nd Ave                            | 3 | 2nd Street          | 1 | Kirk                         | 1         |
| 4th Street                         | 3 | 404 CR              | 1 | Larklane                     | 1         |
| Bull Run                           | 3 | 7th Street          | 1 | Lizzie                       | 1         |
| Don Hill                           | 3 | 8th Street          | 1 | Mallard                      | 1         |
| Stoneridge                         | 3 | Beaver Circle       | 1 | Mariposa                     | 1         |
| Talbot Street                      | 3 | Bland               | 1 | Marshall                     | 1         |
| Vance Street                       | 3 | Brewers Place       | 1 | Mclain Street                | 1         |
| 5th Street                         | 2 | Brown/Hood          | 1 | North Drive                  | 1         |
| 6th Street                         | 2 | Carey               | 1 | Oaklawn                      | 1         |
| Canvas Back                        | 2 | Carlos Parker       | 1 | Old Coupland Road            | 1         |
| Crystal Circle                     | 2 | Castlewood          | 1 | Old Thorndale Road           | 1         |
| Davis                              | 2 | Cedarwood           | 1 | Park/3rd                     | 1         |
| Doak                               | 2 | CR 367              | 1 | Paula                        | 1         |
| Donna Drive                        | 2 | CR 412              | 1 | Pinehurst                    | 1         |
| Drake                              | 2 | CR 419              | 1 | Pintail                      | 1         |
| FM 973                             | 2 | CR 452              | 1 | Randall Street               | 1         |
| Fisher                             | 2 | Crystal Circle      | 1 | Robin                        | 1         |
| Forest Court                       | 2 | Dahlberg            | 1 | Sarah Cove                   | 1         |
| Fowzer Street                      | 2 | Debra               | 1 | Sherry Lane                  | 1         |
| Jason Lane                         | 2 | Debus Drive         | 1 | Speegle                      | 1         |
| Lake Drive                         | 2 | Dove Cove           | 1 | Sturgis Street               | 1         |
| Lenora Drive                       | 2 | Eckhardt            | 1 | Sunny Lane                   | 1         |
| Lexington                          | 2 | FM 3349             | 1 | Thorndale Road               | 1         |
| Main                               | 2 | Gilmore             | 1 | Tyler Lane                   | 1         |
| Meadow Lane                        | 2 | Gravel Pit Road     | 1 | Victoria                     | 1         |
| Mills/Prather                      | 2 | Greenlawn Street    | 1 | Wood Lawn                    | 1         |
| Mockingbird Lane                   | 2 | Hackberry           | 1 |                              |           |
| Porter Street                      | 2 | Holly Lane          | 1 | <b>Total Streets listed:</b> | <b>96</b> |

Taylor is doing a good job maintaining the Streets.

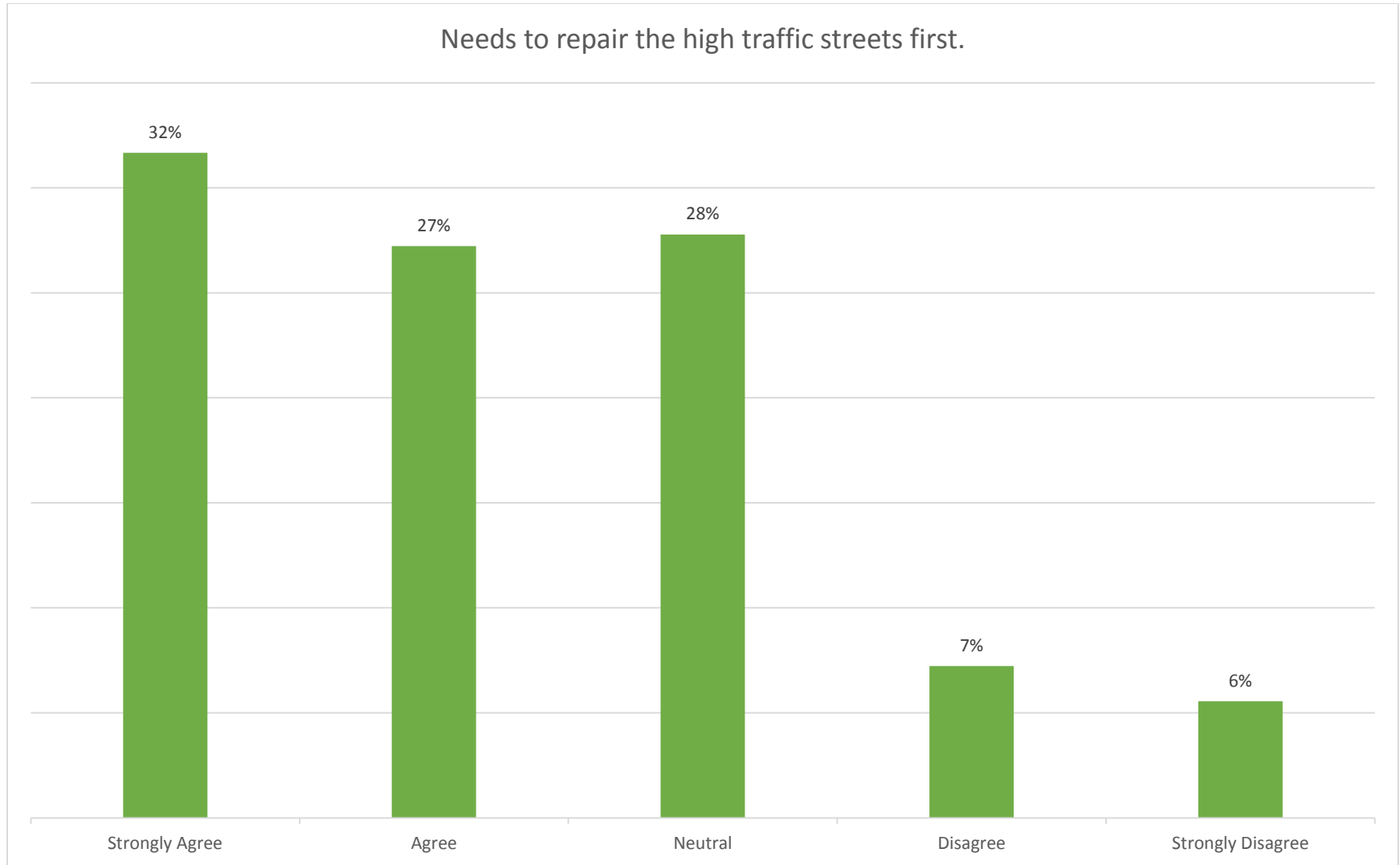




## Taylor needs to repair the worst streets first.

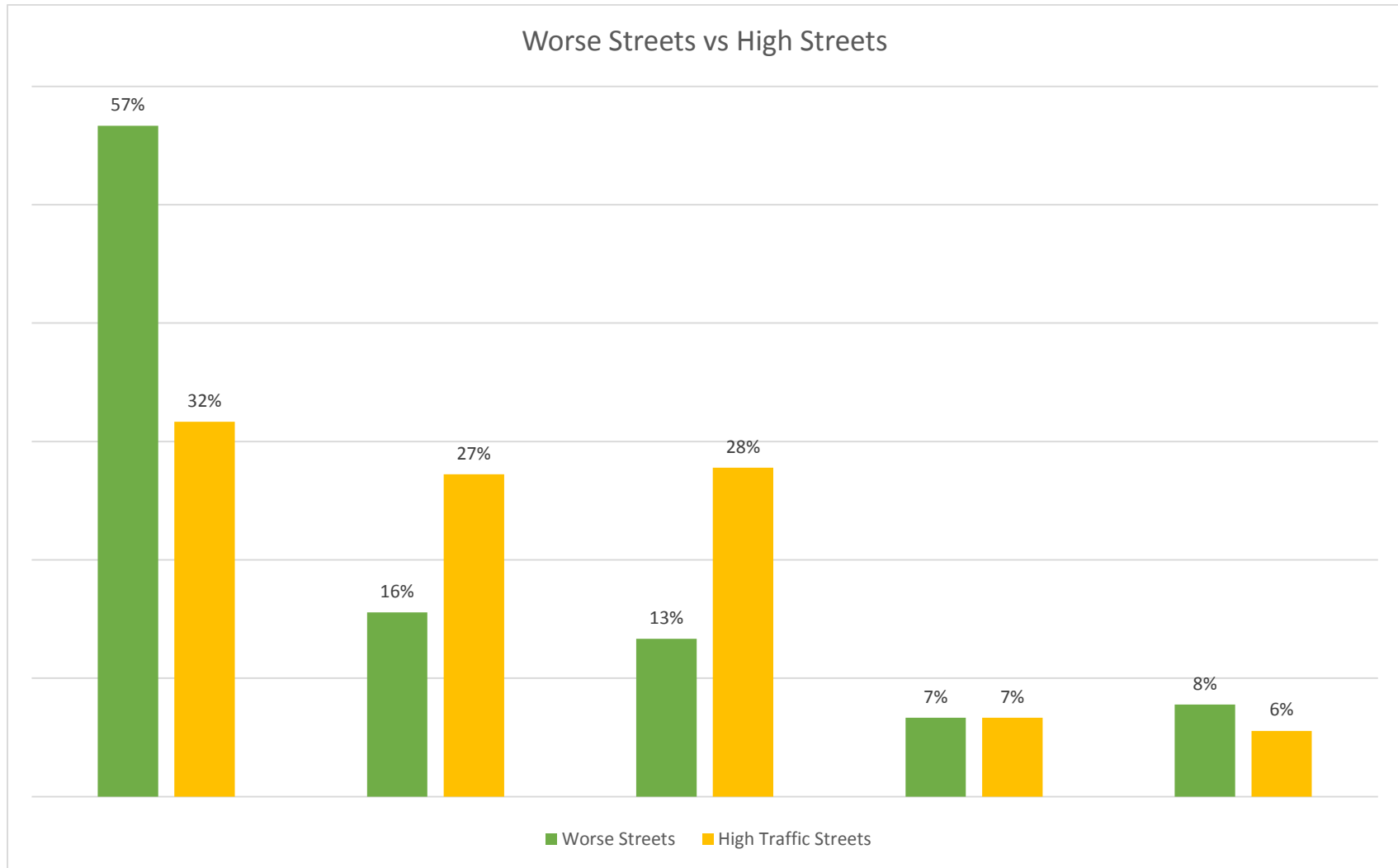


## Taylor needs to repair the high traffic streets first.

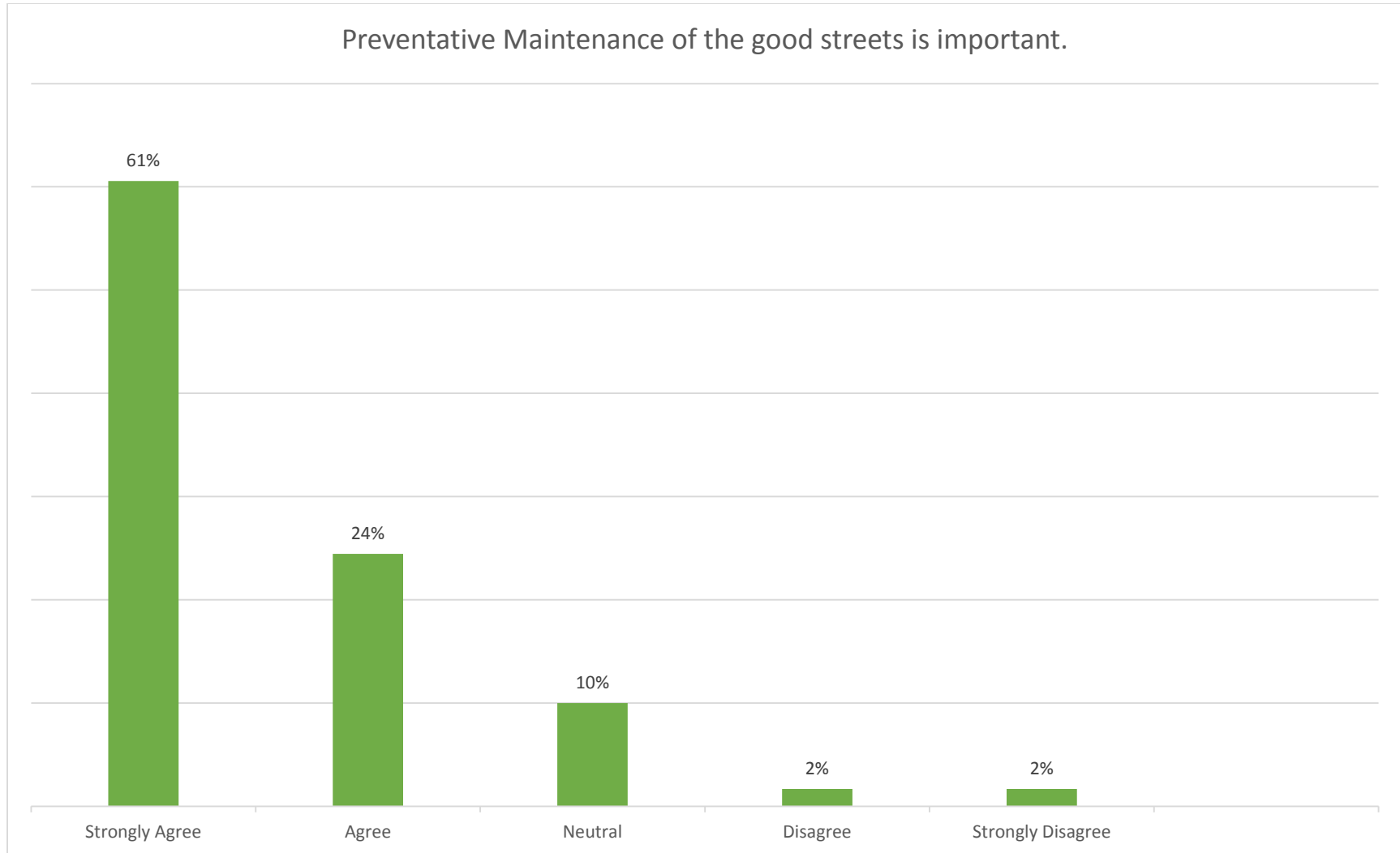


Which streets to repair first

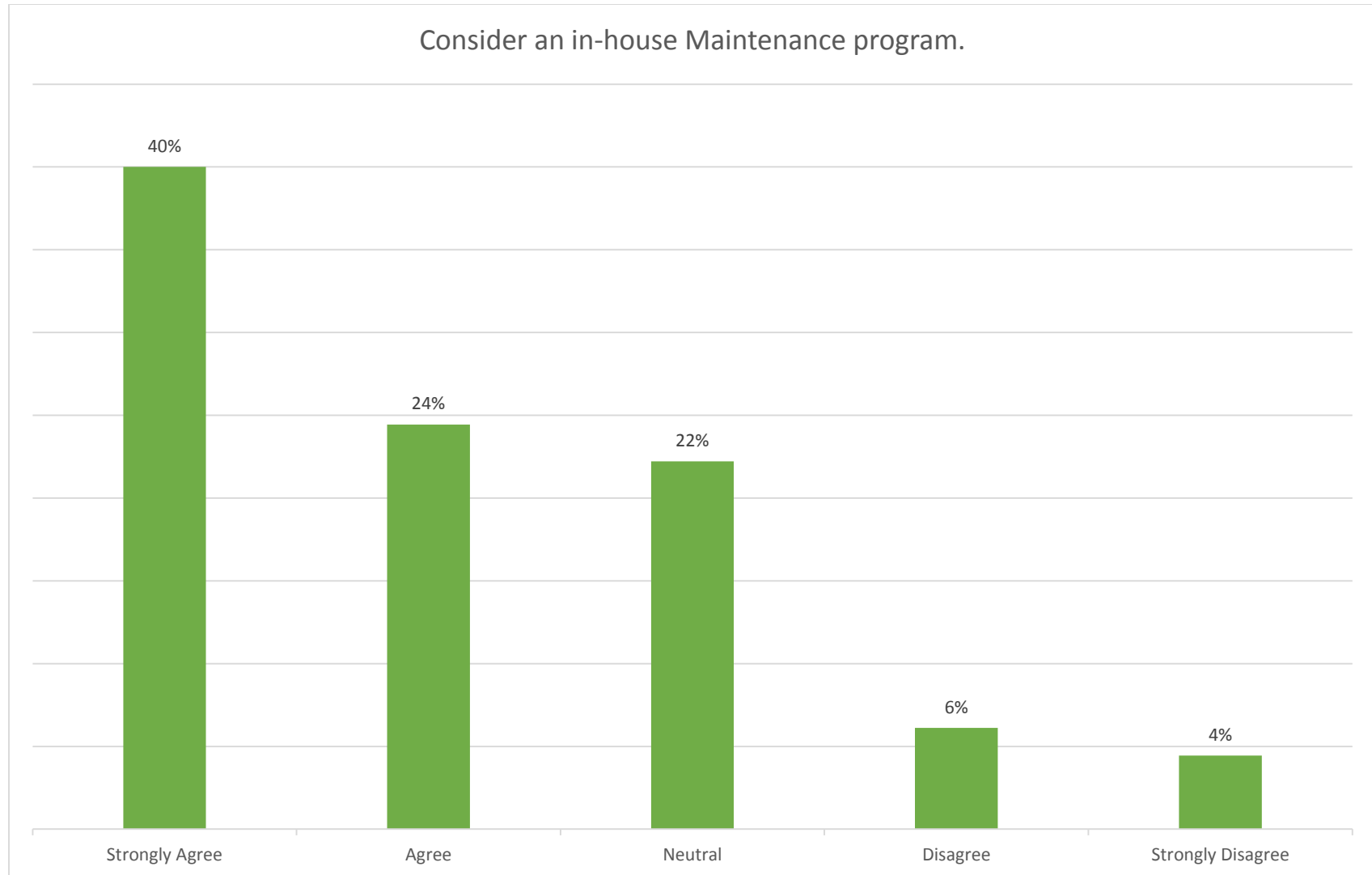
Worse Streets vs High Traffic Streets



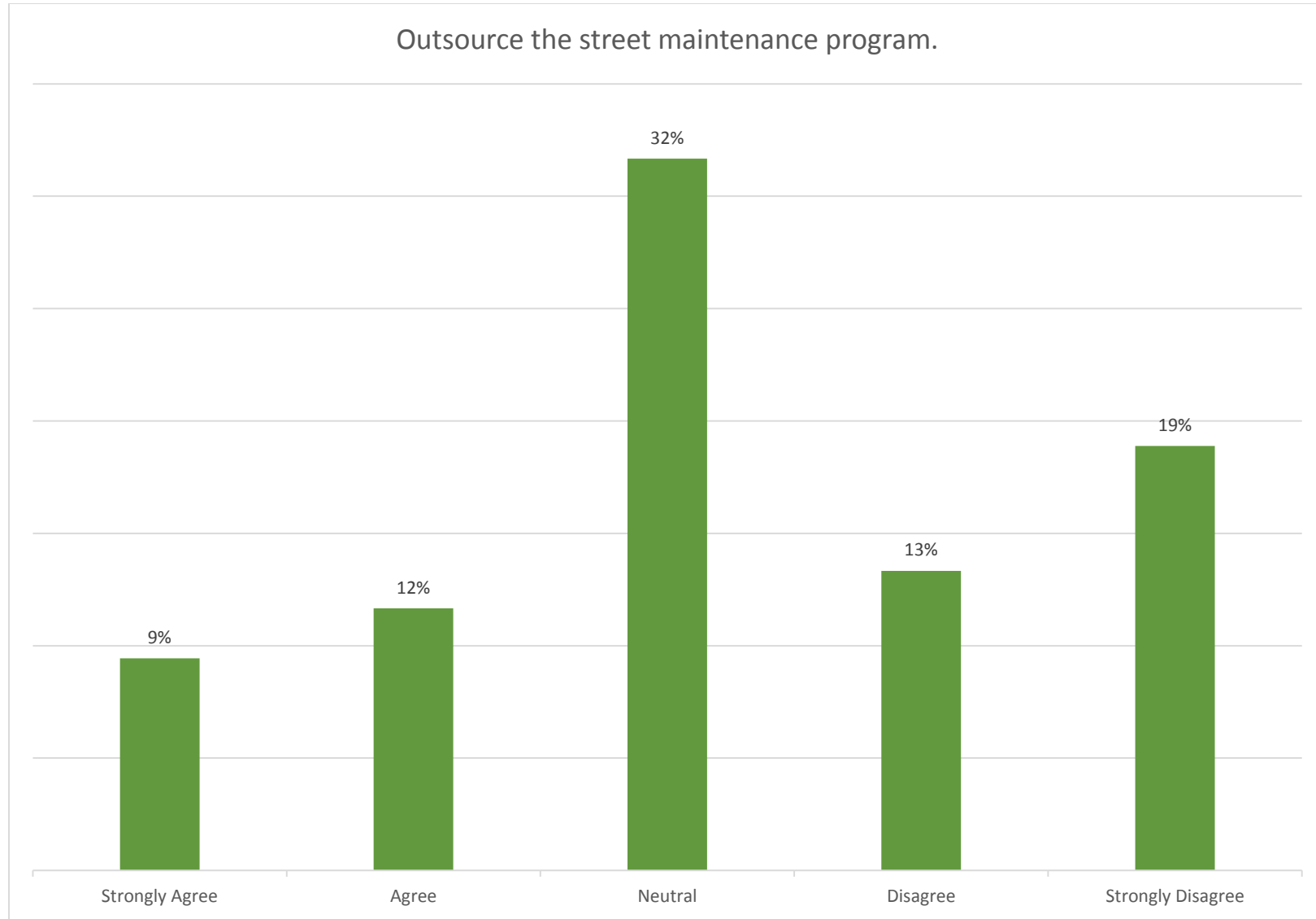
## Preventative maintenance of the good streets is important.



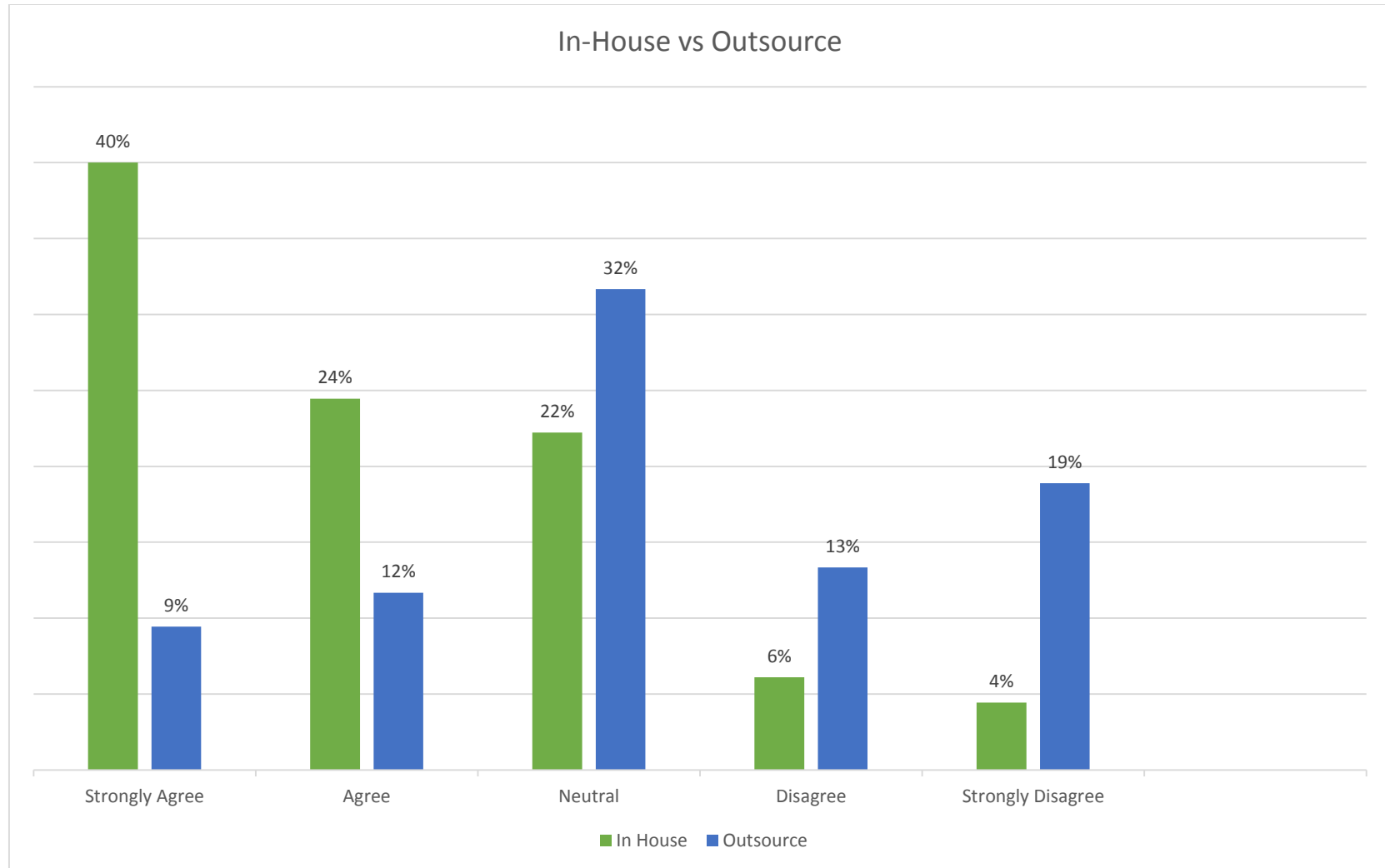
## Taylor should consider an in-house street maintenance program.



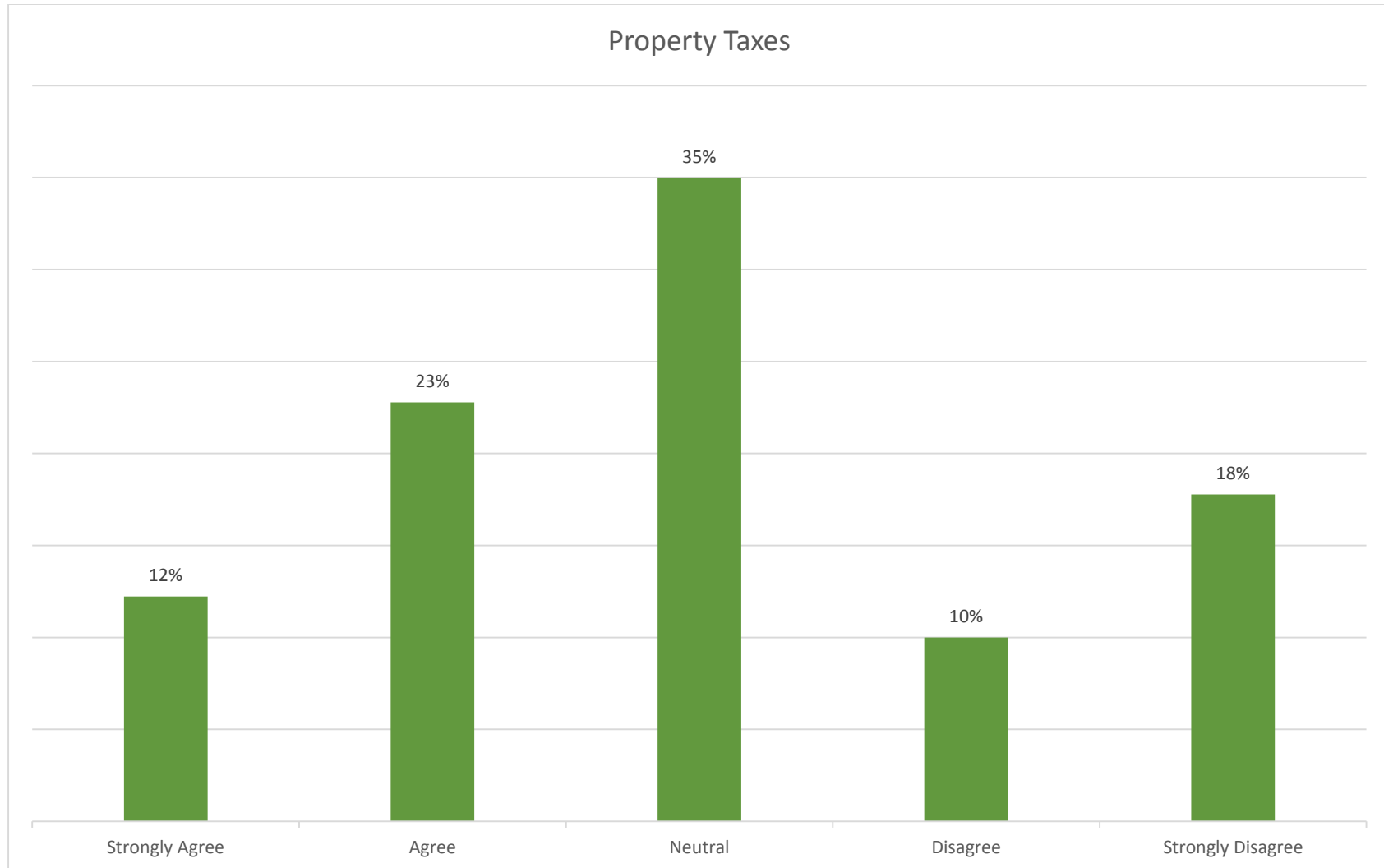
## Taylor should outsource the street maintenance program.



## Comparing In-House vs Outsource

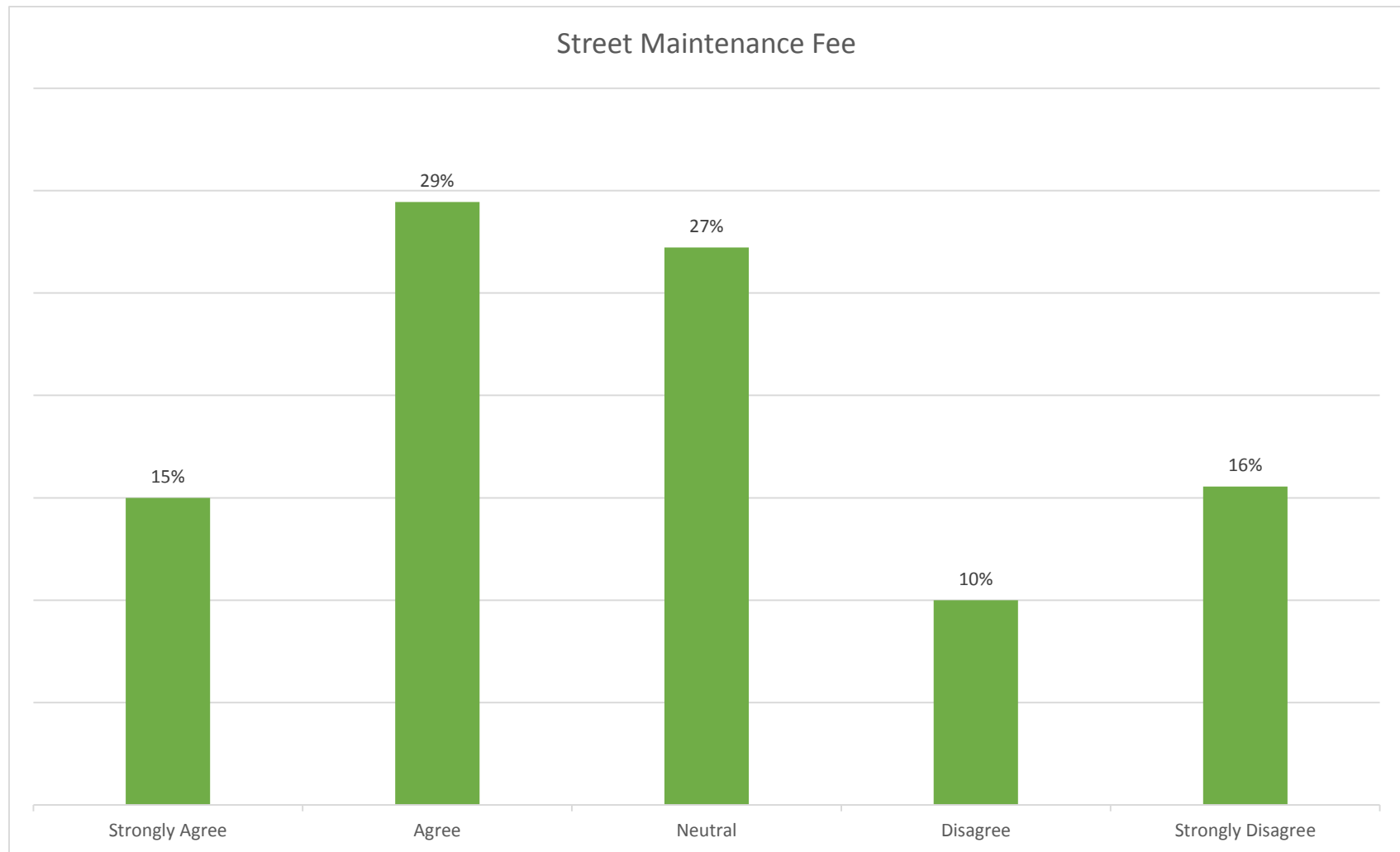


I'm willing to pay more in property taxes to fix our streets.

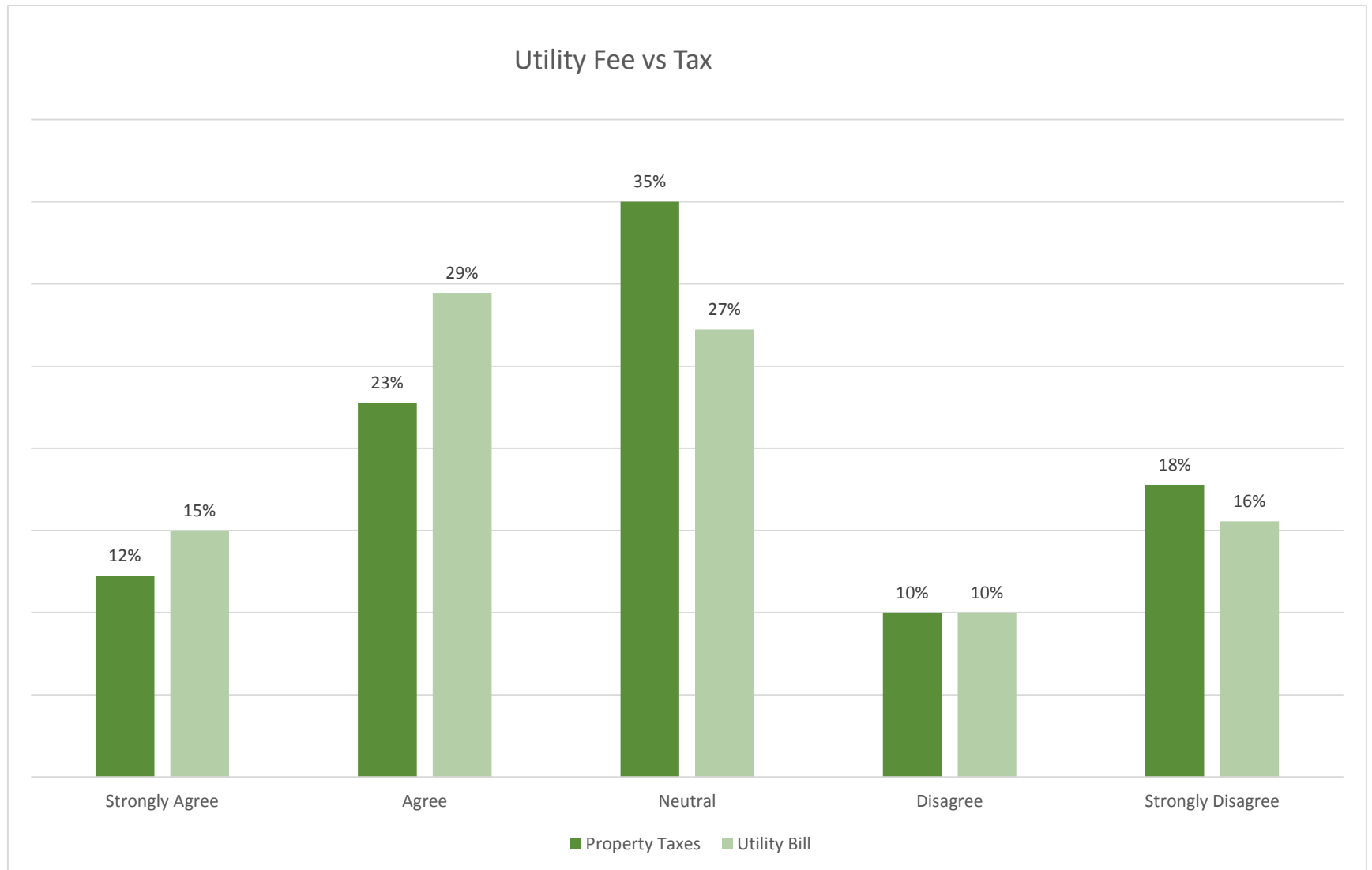




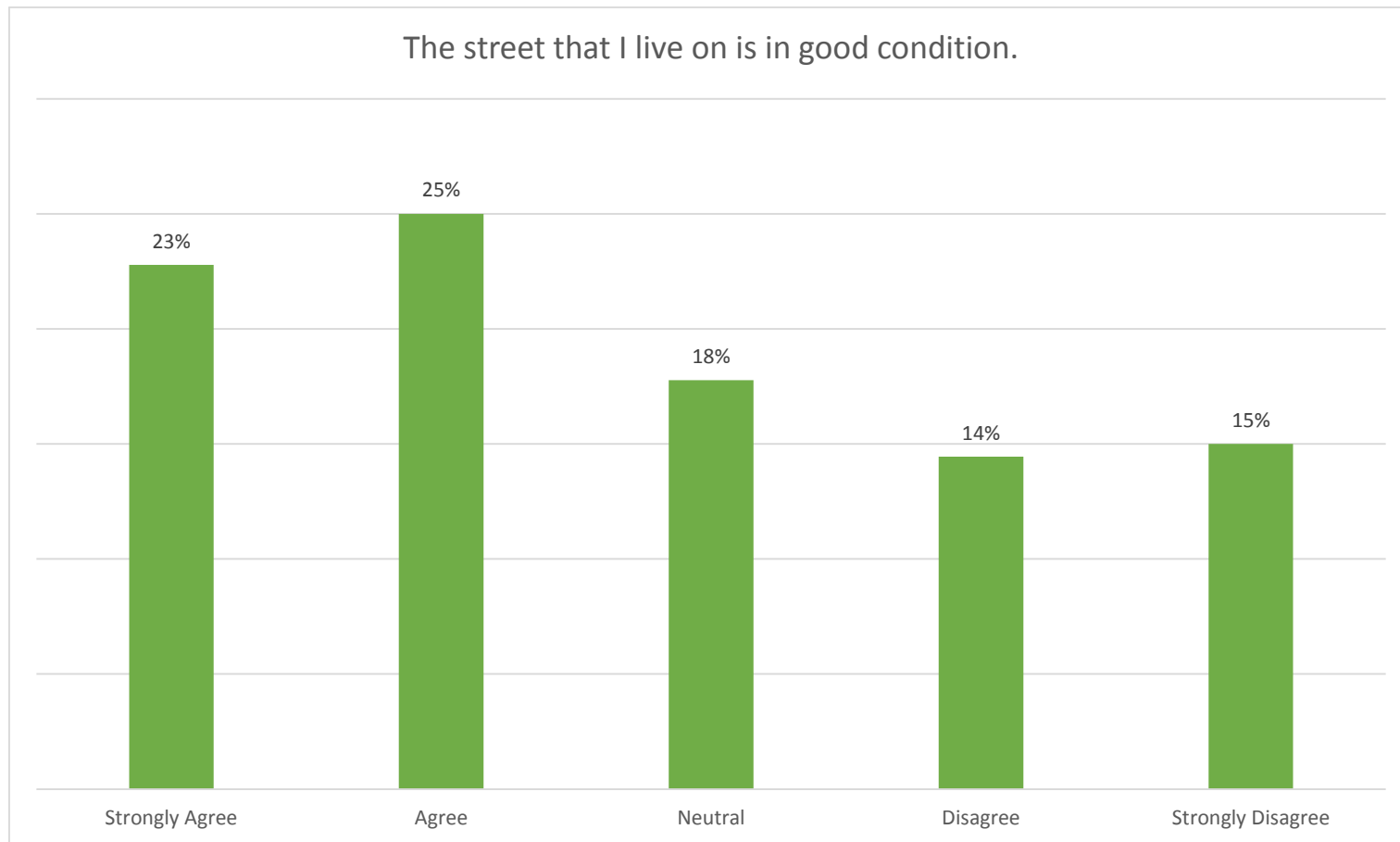
I'm willing to pay a street maintenance fee as part of my utility bill.



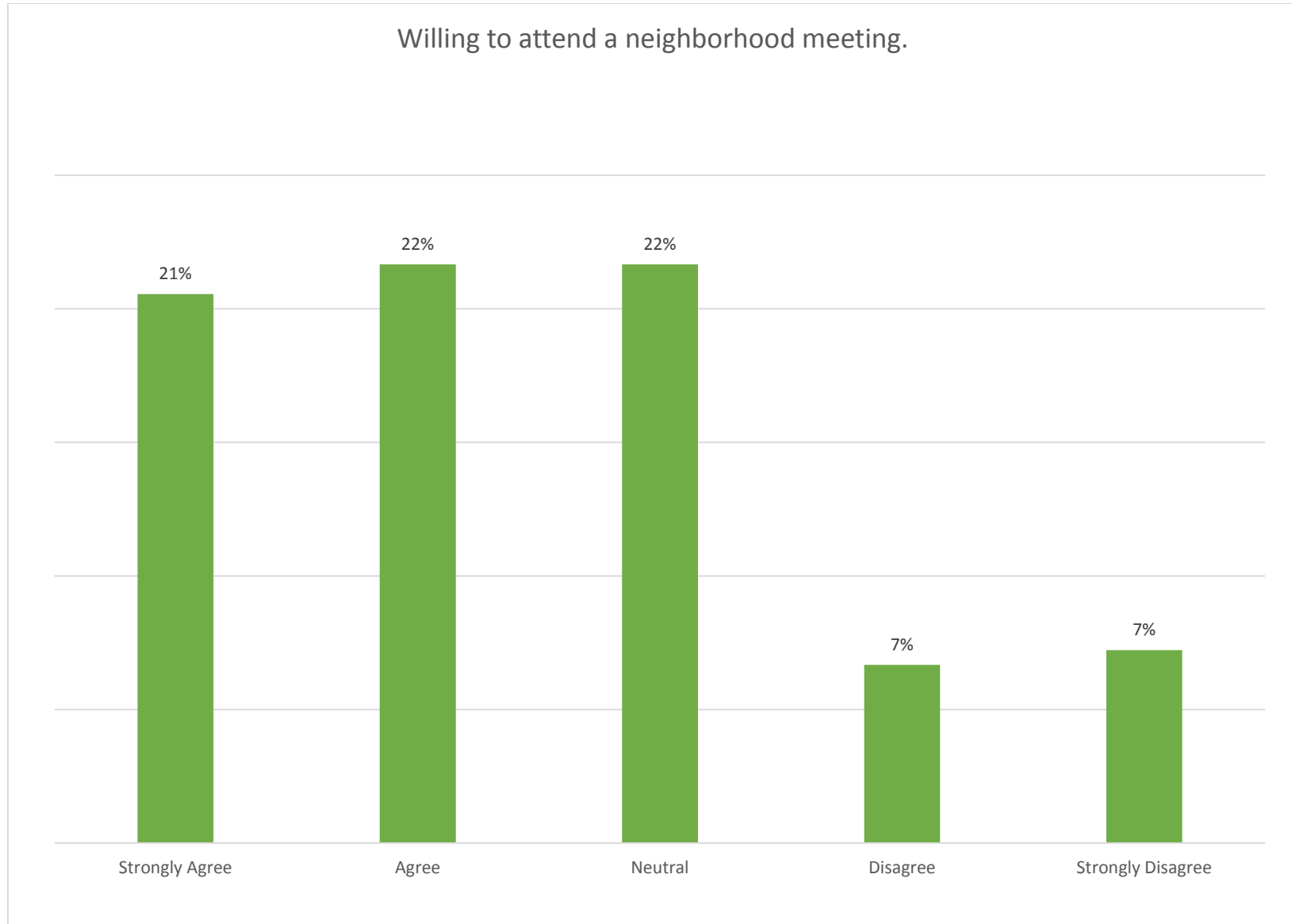
## Comparing Utility Bill Fee vs Property Tax



The street that I live on is in good condition.



Willing to attend a meeting to learn more about our street program.



## **Street Maintenance and Reconstruction Survey Results / Talking Points**

- **180 people filled out the survey.**
  - **159 (88%) were residents of Taylor.**
  - **21 (12%) were from out of town.**
  - **2 were in Spanish**
  - **47 (26%) People provided their emails to learn more about the program.**
  - **96 Taylor streets were represented in the Survey.**
    - **Very few duplicates.**
- **Taylor is doing a good job maintaining the Streets.**
  - **114 (63%) people stated Taylor was doing a bad job.**
  - **21 (12%) people stated Taylor was doing a good job.**
- **Taylor needs to repair the worst streets first.**
  - **130 (72%) people stated Taylor should fix worst streets first.**
- **Taylor needs to repair the high traffic streets first.**
  - **106 (59%) people stated Taylor should fix high traffic streets first.**
  - **50 (28%) people were neutral.**
  - **23 (13%) agreed.**
- **COMPARISON Chart – Worst or High Traffic**
  - **Fixing worst streets first ranks higher than high traffic streets.**

- **Preventative Maintenance of the road is important.**
  - **85% (154) believe preventative maintenance is important.**
- **In house Street Maintenance Program.**
  - **116 (64%) believe an in-house street maintenance should be considered.**
  - **19 (11%) disagreed in using an in-house program.**
- **Outsource maintenance program.**
  - **58 (32%) people disagreed.**
  - **57 (32%) remained neutral.**
  - **Only 38 (21%) agreed.**
- **COMPARISON Chart – In-House vs Outsource**
  - **In-house ranks higher than outsourced.**
- **Paying more in Property Taxes.**
  - **63 (35%) people agreed.**
  - **63 (35%) people were neutral.**
  - **50 (28%) people disagreed.**
- **Paying a Street Maintenance Fee.**
  - **80 (44%) people agreed.**
  - **49 (27%) people were neutral.**
  - **46 (26%) people disagreed.**
- **COMPARISON Chart – Property Tax vs Utility Fee**
  - **Utility Fee ranks higher than Property tax.**

- **Street that I live on is in good condition**
  - **86 (48%) people agreed.**
  - **32 (18%) were neutral.**
  - **53 (29%) disagreed.**



***City Council Meeting  
June 12, 2014  
Agenda Item Transmittal***

**Agenda Item #:** 7

**Agenda Title:** Consider introducing Ordinance 2014-08 regulating distance requirements between establishments selling alcoholic beverages and Churches.

**Council Action to be taken:** Consider introduction of Ordinance 2014-08

**Initiating Department:** Planning and Development

**Staff Contact:** Bob van Til, Director

|                                |
|--------------------------------|
| <b>1. INTRODUCTION/PURPOSE</b> |
|--------------------------------|

This proposed Ordinance removes the distance requirements between establishments that sell alcoholic beverages and churches. The proposed Ordinance also changes (reduces) the area of the Central Business District as established in a 1994 Ordinance.

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.

|                                      |
|--------------------------------------|
| <b>2. DESCRIPTION/ JUSTIFICATION</b> |
|--------------------------------------|

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. This conflict was cured as part of this project earlier this year with the passage of the amendatory Ordinance 2014-07.

|                            |
|----------------------------|
| <b>3. FINANCIAL/BUDGET</b> |
|----------------------------|

|                                   |
|-----------------------------------|
| <b>4. TIMELINE CONSIDERATIONS</b> |
|-----------------------------------|

|                          |
|--------------------------|
| <b>5. RECOMMENDATION</b> |
|--------------------------|

Staff recommends that the Council introduce Ordinance 2014-08.

|                           |
|---------------------------|
| <b>6. REFERENCE FILES</b> |
|---------------------------|

- 7a. [Proposed Ordinance](#) 2014-08
- 7b. [New CBD](#) - 2014
- 7c. [Previous 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

# EIGHTH STREET

## WEST SEVENTH

## EAST SIXTH

# WEST FIFTH

# PORTER

# EAST FOURTH

## WEST THIRD

# WEST SECOND

## EAST SECOND

# WEST FIRST

# FOWZER

# VANCE

# TALBOT

**NORTH MAIN STREET**

**NASHBURN**



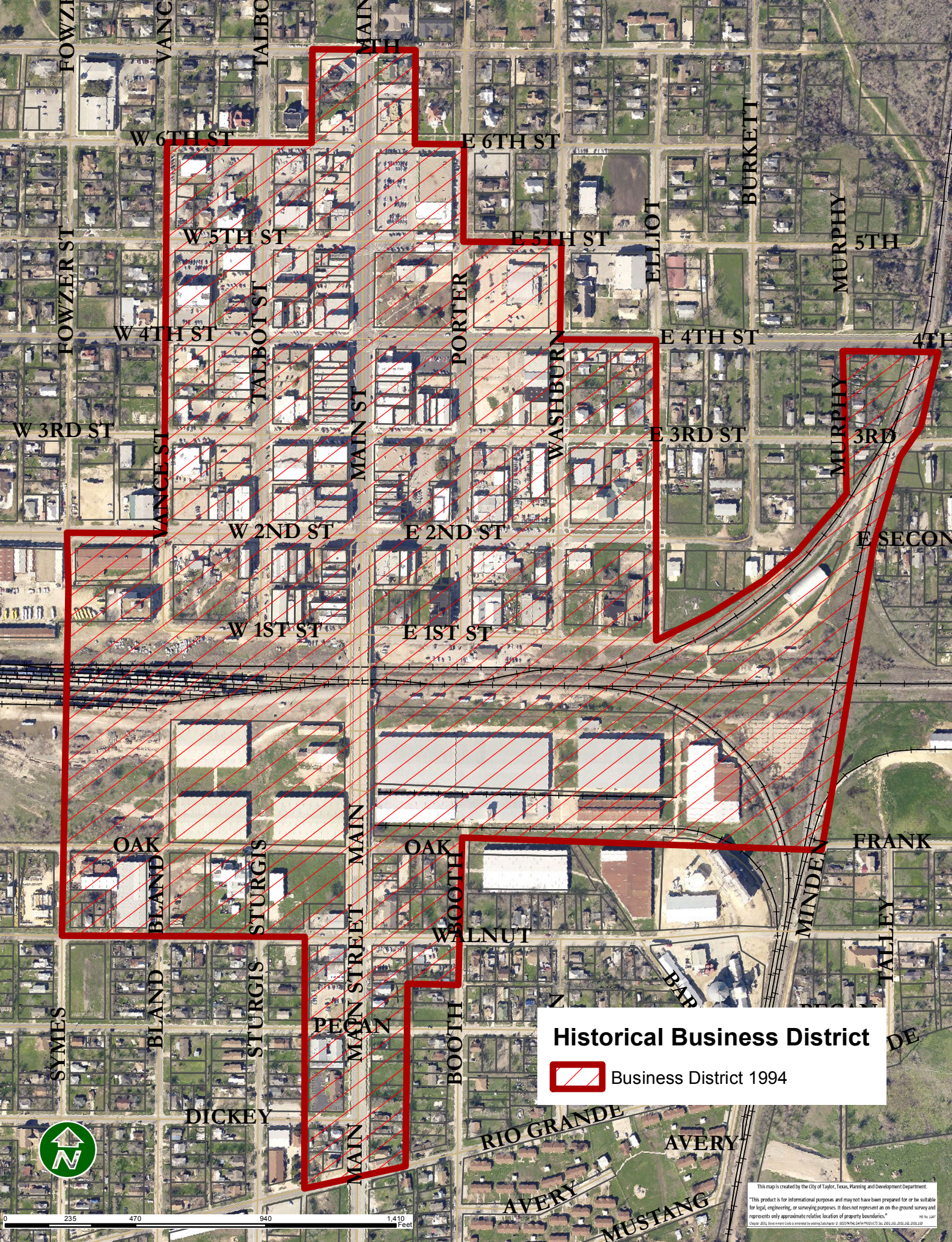
This map is created by the City of Taylor, Texas, Planning and Development Department.

"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."

ND No 164

Chapter 205L, Government Code is amended by adding Subchapter D. OGEOSPATIAL DATA PROTECTS Sec. 205L.006, 205L.002, 205L.003





## Historical Business District



Business District 1994

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."  
Copyright 2015, City of Taylor, Texas. All rights reserved. 10/15/2015  
Map No. 2401





***City Council Meeting  
June 12, 2014  
Agenda Item Transmittal***

**Agenda Item #:** 8  
**Agenda Title:** Consider introducing 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:** Consider introduction of Ordinance 2014-09

**Initiating Department:** Planning and Development

**Staff Contact:** Bob van Til, Director

|                                |
|--------------------------------|
| <b>1. INTRODUCTION/PURPOSE</b> |
|--------------------------------|

This is a house keeping item. The purpose of this item is to consider 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.

|                                      |
|--------------------------------------|
| <b>2. DESCRIPTION/ JUSTIFICATION</b> |
|--------------------------------------|

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.

|                            |
|----------------------------|
| <b>3. FINANCIAL/BUDGET</b> |
|----------------------------|



#### **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 Council introduce Ordinance 2014-09

#### **6. REFERENCE FILES**

- 8a. [Ordinance 2014-09](#)
- 8b. [Ordinance 2013-15](#)
- 8c. [Development agreements](#) from 2013

ORDINANCE NO. 2014- \_\_\_\_

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 12<sup>th</sup> 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°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", 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;**

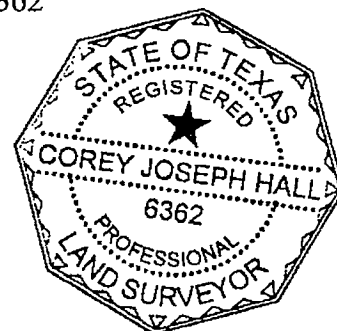
**N 03°53'13" W a distance of 20.00 feet;**

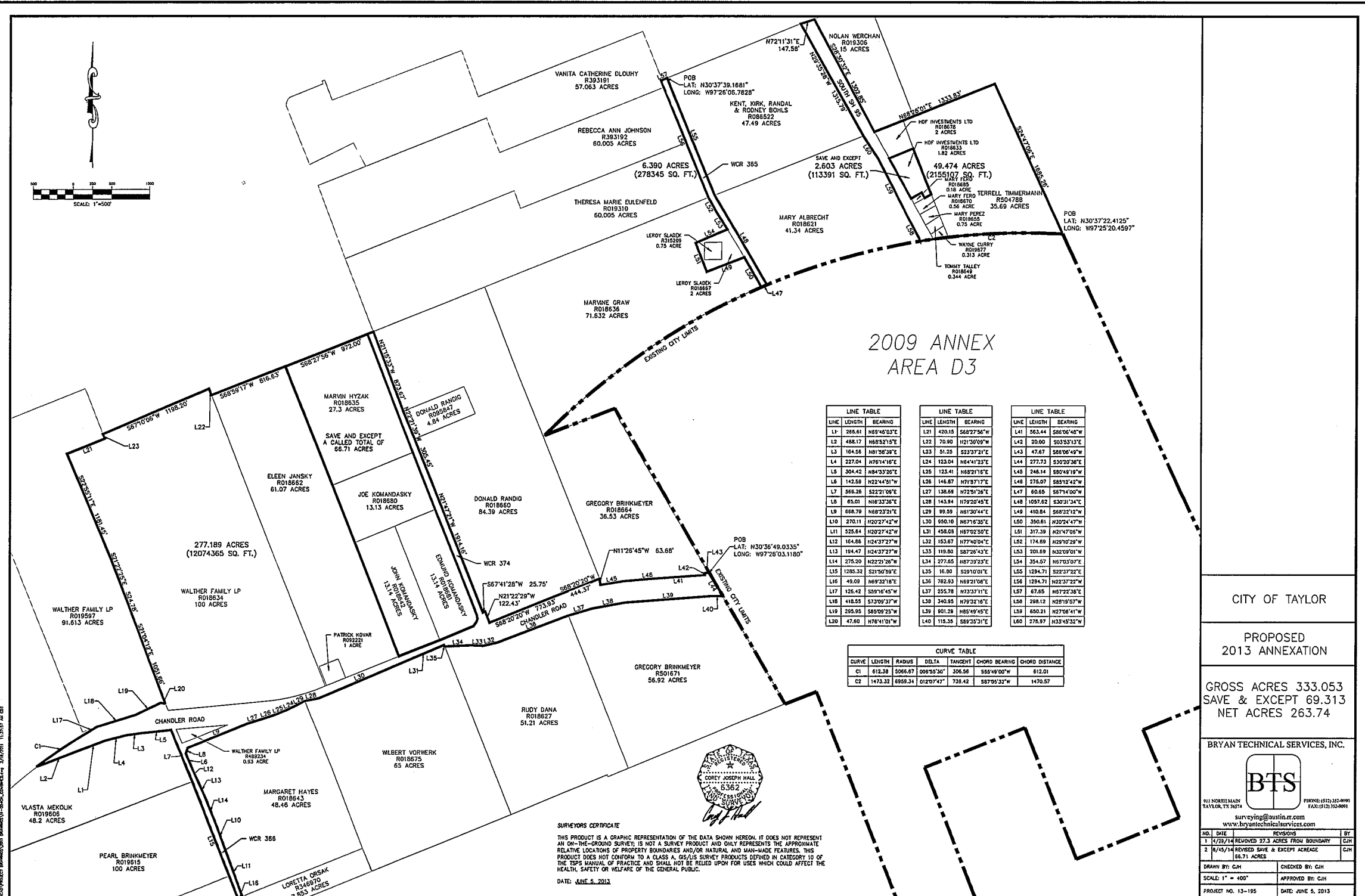
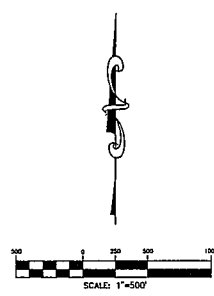
**N 86°06'49" E a distance of 47.67 feet, to the PLACE OF BEGINNING** containing according to the dimensions herein stated an area of **277.189 Acres** of land. **SAVE AND EXCEPT a CALLED 66.71 ACRES - COMPRISED** of a called "13.13 Acres" conveyed to Joe Komandasky, a called "13.14 Acres" conveyed to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





2009 ANNEX  
AREA D3

| LINE TABLE |         |             | LINE TABLE |        |             | LINE TABLE |         |             |
|------------|---------|-------------|------------|--------|-------------|------------|---------|-------------|
| LINE       | LENGTH  | BEARING     | LINE       | LENGTH | BEARING     | LINE       | LENGTH  | BEARING     |
| L1         | 265.61  | N69°40'03"E | L21        | 420.15 | S68°27'56"W | L41        | 563.44  | S88°06'48"W |
| L2         | 488.17  | N68°52'15"E | L22        | 70.90  | N21°30'09"W | L42        | 20.00   | S03°53'13"E |
| L3         | 164.56  | N81°38'38"E | L23        | 51.25  | S23°37'21"E | L43        | 47.67   | S66°06'49"W |
| L4         | 227.04  | N76°14'16"E | L24        | 123.04 | N64°41'23"E | L44        | 277.73  | S30°20'38"E |
| L5         | 304.42  | N84°33'20"E | L25        | 123.41 | N68°21'16"E | L45        | 246.14  | S80°48'19"W |
| L6         | 142.58  | N22°44'51"W | L26        | 146.87 | N71°57'17"E | L46        | 275.07  | S85°12'42"W |
| L7         | 568.26  | S22°10'09"E | L27        | 136.68 | N72°31'26"E | L47        | 60.65   | S67°14'00"W |
| L8         | 65.01   | N16°33'36"E | L28        | 143.84 | N79°20'45"E | L48        | 1057.62 | S30°31'34"E |
| L9         | 668.79  | N68°23'21"E | L29        | 99.59  | N61°30'44"E | L49        | 410.84  | S68°12'12"W |
| L10        | 270.11  | N20°27'42"W | L30        | 950.10 | N67°18'35"E | L50        | 350.61  | N30°24'47"W |
| L11        | 525.64  | N20°27'42"W | L31        | 458.05 | N57°02'50"E | L51        | 317.39  | N21°47'08"W |
| L12        | 164.66  | N24°37'27"W | L32        | 153.67 | N77°40'04"E | L52        | 174.89  | N29°10'29"W |
| L13        | 194.47  | N24°37'27"W | L33        | 119.80 | S87°28'43"E | L53        | 201.69  | N32°09'01"W |
| L14        | 275.20  | N22°21'26"W | L34        | 277.65 | N87°39'23"E | L54        | 354.57  | N67°03'07"E |
| L15        | 1285.33 | S21°50'59"E | L35        | 16.00  | S28°10'01"E | L55        | 1284.71 | S22°37'22"E |
| L16        | 49.09   | N69°32'18"E | L36        | 782.63 | N69°21'08"E | L56        | 1284.71 | N23°37'22"W |
| L17        | 126.42  | S59°16'45"W | L37        | 255.78 | N73°33'11"E | L57        | 67.65   | N67°22'38"E |
| L18        | 418.53  | S73°09'37"W | L38        | 340.95 | N79°32'16"E | L58        | 298.12  | N28°19'57"W |
| L19        | 295.95  | S65°09'25"W | L39        | 901.29 | N65°49'45"E | L59        | 850.21  | N27°06'41"W |
| L20        | 47.80   | N76°41'01"W | L40        | 118.35 | S89°35'31"E | L60        | 278.97  | N33°49'32"W |

| CURVE TABLE |         |         |            |         |               |
|-------------|---------|---------|------------|---------|---------------|
| CURVE       | LENGTH  | RADIUS  | DELTA      | TANGENT | CHORD BEARING |
| C1          | 612.38  | 5066.67 | 009°35'30" | 306.56  | S65°48'00"W   |
| C2          | 1473.32 | 6959.34 | 012°07'47" | 739.42  | S87°05'32"W   |



**SURVEYORS CERTIFICATE**  
THIS PRODUCT IS A GRAPHIC REPRESENTATION OF THE DATA SHOWN HEREON. IT DOES NOT REPRESENT AN ON-THE-GROUND SURVEY, IS NOT A SURVEY PRODUCT AND ONLY REPRESENTS THE APPROXIMATE RELATIVE LOCATIONS OF PROPERTY BOUNDARIES AND/OR NATURAL AND MAN-MADE FEATURES. THIS PRODUCT DOES NOT CONFORM TO A CLASS A, B, OR C SURVEY PRODUCTS DEFINED IN CATEGORY 10 OF THE TSPS MANUAL OF PRACTICE AND SHALL NOT BE RELIED UPON FOR USES WHICH COULD AFFECT THE HEALTH, SAFETY OR WELFARE OF THE GENERAL PUBLIC.  
DATE: JUNE 5, 2013

CITY OF TAYLOR

PROPOSED  
2013 ANNEXATION

GROSS ACRES 333.053  
SAVE & EXCEPT 69.313  
NET ACRES 263.74

BRYAN TECHNICAL SERVICES, INC.



|                                                      |         |                                              |     |
|------------------------------------------------------|---------|----------------------------------------------|-----|
| 911 NORTH MAIN<br>TAYLOR, TX 76784                   |         | PHONE: (512) 351-4091<br>FAX: (512) 352-0991 |     |
| surveying@austin.tx.com<br>www.bryantechservices.com |         |                                              |     |
| NO.                                                  | DATE    | REVISIONS                                    | BY  |
| 1                                                    | 4/29/14 | REMOVED 27.3 ACRES FROM BOUNDARY             | CJH |
| 2                                                    | 6/15/14 | REVISED SAVE & EXCEPT ACREAGE<br>66.71 ACRES | CJH |
| DRAWN BY: CJH                                        |         | CHECKED BY: CJH                              |     |
| SCALE: 1" = 400'                                     |         | APPROVED BY: CJH                             |     |
| PROJECT NO. 13-195                                   |         | DATE: JUNE 5, 2013                           |     |





## 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 an exemption from 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.

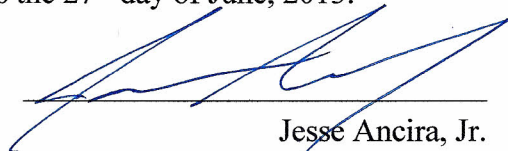
#### **SECTION 11.**

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



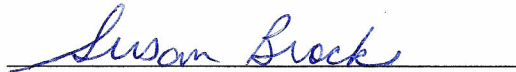
In accordance with Article VIII, Section 1, of the City Charter, Ordinance No. 2013-15 was introduced before the Taylor City Council on the 13<sup>th</sup> day of June, 2013.

PASSED, APPROVED and ADOPTED this the 27<sup>th</sup> day of June, 2013.



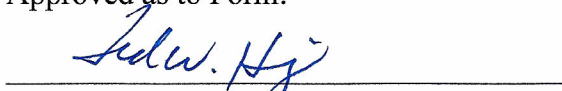
Jesse Ancira, Jr.  
Mayor, City of Taylor

ATTEST:

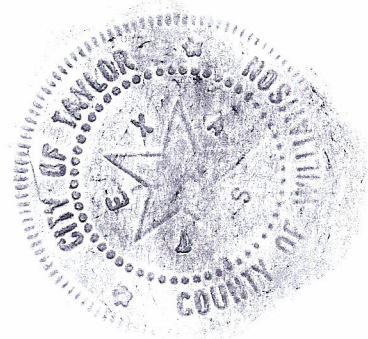


Susan Brock, City Clerk

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°03'88"289 117~~ a c "L lance th 1 16.36 1GUL,  
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;

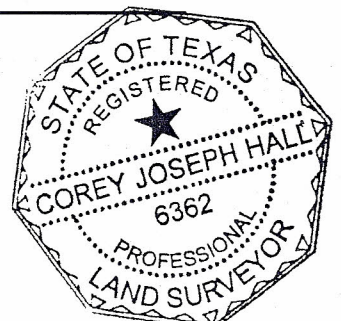
THENCE with the North line of Chandler Road, as follows:

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";

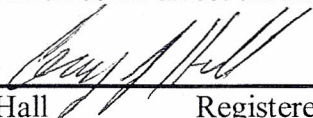
**THENCE** with the common lines of said "2 Acres" and said "71.632 Acres", as follows:  
**S 68°32'12" W**, a distance of **410.84 feet**;  
**N 21°47'06" W**, a distance of **317.39 feet**;  
**N 67°3'07" E**, a distance of **354.57 feet**, to the Northeast corner of said "2 Acres" and the West line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

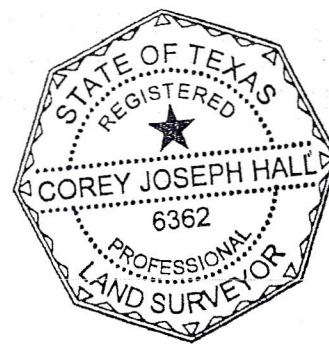


**THENCE N 67°22'38" E**, over and across said County Road 365, a distance of **67.65 feet**, to the **PLACE OF BEGINNING** containing according to the dimensions herein stated an area of **6.390 Acres** of land.

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).

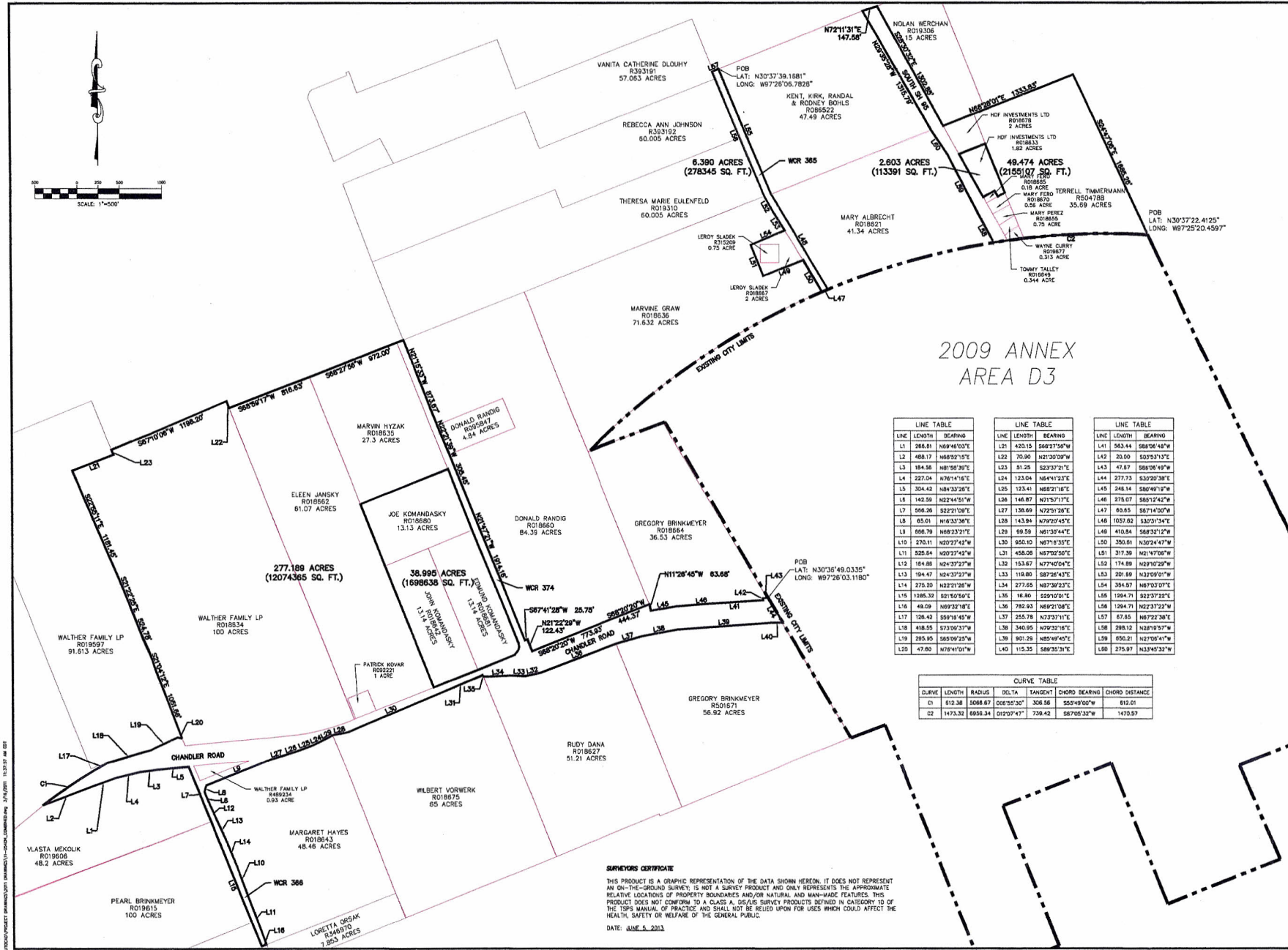
Surveyor's Note: This description does not represent an on-the-ground survey, is not a survey product and only represents the approximate relative locations of property boundaries and/or natural and man-made features. This description does not conform to a class "A", GIS/LIS survey products as defined 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







| LINE TABLE |         | LINE TABLE |        | LINE TABLE |            |
|------------|---------|------------|--------|------------|------------|
| LINE       | LENGTH  | LINE       | LENGTH | LINE       | LENGTH     |
| L1         | 266.61  | H6947*037E | L21    | 420.15     | H6673*507E |
| L2         | 468.17  | H6849*107E | L22    | 430.55     | H7130*090E |
| L3         | 184.04  | H7051*307E | L23    | 425.15     | H6233*717E |
| L4         | 224.56  | H7061*147E | L24    | 123.04     | H6414*213E |
| L5         | 304.42  | H8143*328E | L25    | 124.81     | H6821*187E |
| L6         | 142.59  | H2245*157E | L26    | 126.87     | H7015*177E |
| L7         | 566.26  | H2227*107E | L27    | 138.69     | H7291*207E |
| L8         | 124.53  | H2341*387E | L28    | 140.55     | H7200*257E |
| L9         | 856.70  | H2359*107E | L29    | 99.59      | H6751*207E |
| L10        | 520.51  | H2207*427E | L30    | 955.10     | H6718*757E |
| L11        | 276.64  | H2207*437E | L31    | 317.39     | H6870*207E |
| L12        | 164.88  | H2437*372E | L32    | 153.67     | H7470*054E |
| L13        | 194.47  | H2437*372E | L33    | 118.80     | H7240*287E |
| L14        | 273.20  | H2221*287E | L34    | 275.65     | H8739*237E |
| L15        | 1265.32 | H2101*059E | L35    | 16.86      | H2200*010E |
| L16        | 41.69   | H2059*218E | L36    | 792.93     | H8011*207E |
| L17        | 49.55   | H2059*487E | L37    | 123.17     | H8011*207E |
| L18        | 49.55   | H7339*377E | L38    | 346.95     | H7032*187E |
| L19        | 295.93  | H8009*227E | L39    | 901.25     | H8094*497E |
| L20        | 47.80   | H7074*011E | L40    | 115.35     | H8535*313E |

CITY OF TAYLOR

GROSS ACRES 333.053  
SAVE & EXCEPT 41.589  
NET ACRES 291.455

BTS

911 NORTH MAIN  
TAYLOR, TX 76774

PHONE: (512) 352-9000  
FAX: (512) 352-9000

surveying@austin.rr.com  
www.bryantechanicalservices.com

|                                 |      |
|---------------------------------|------|
| www.bryanttechnicalservices.com |      |
| NO.                             | DATE |
| REVISIONS                       |      |
|                                 |      |
|                                 |      |
|                                 |      |
| DRAWN BY: C/JH                  |      |
| CHECKED BY: C/JH                |      |
| SCALE: 1" = 400'                |      |
| APPROVED BY: C/JH               |      |
| PROJECT NO. 13-195              |      |
| 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

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## **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@taylor.tx.gov](mailto:john.elsden@taylor.tx.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.

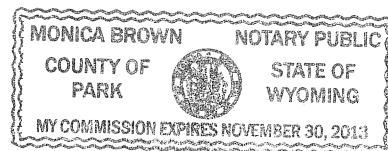
Section 13. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and the same instrument.

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 18<sup>th</sup> 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 18<sup>th</sup> 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 AL

## GENERAL 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 Northwest 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 subdivision 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.

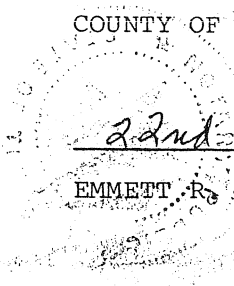
WITNESS MY HAND, this the 22 day of

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)

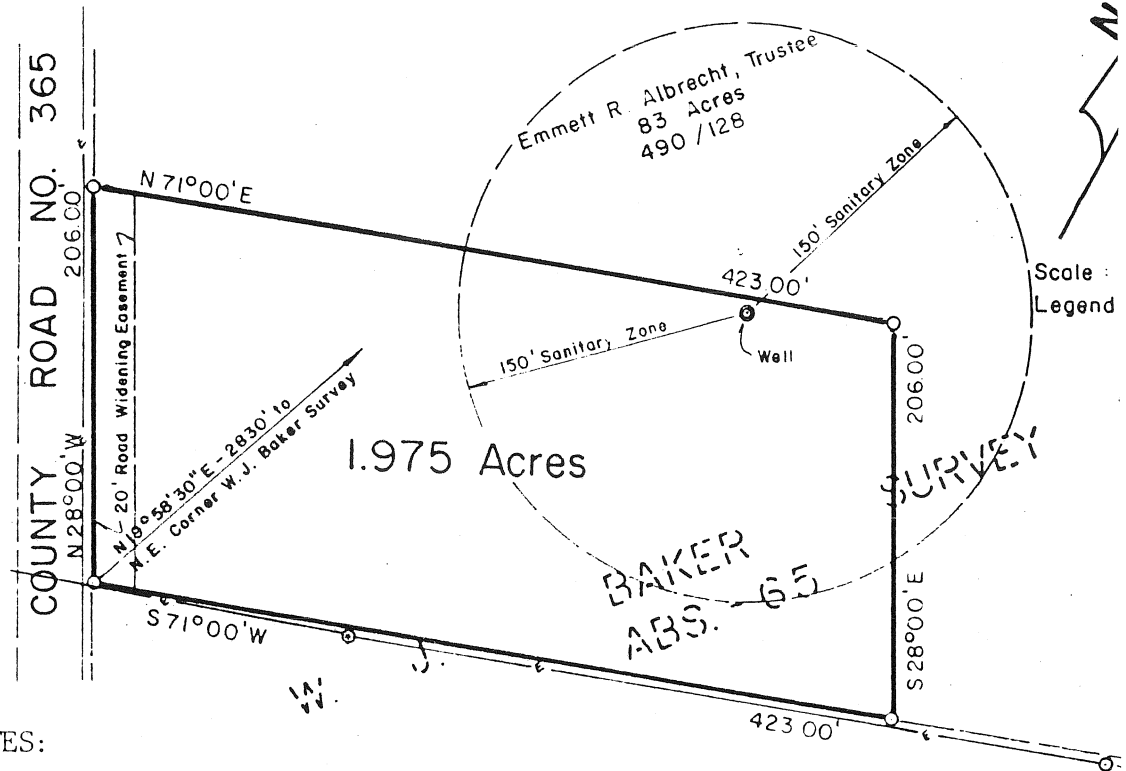
My Commission Expires: \_\_\_\_\_

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

Lucile Hogn  
95.54 Acres

STA

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TO C  
Texa

STAT

COUN

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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**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<sup>th</sup> 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

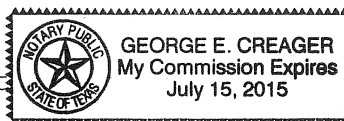
Printed Name: \_\_\_\_\_

THE STATE OF TEXAS }  
COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 14<sup>th</sup> 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 12<sup>th</sup> day of April 2006.

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

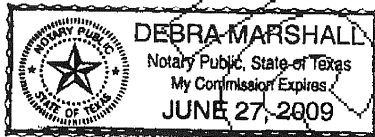
Leon G. Bohls, by Kent Lee Bohls,  
Attorney in Fact for Leon G. Bohls

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 12<sup>th</sup> 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

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.

*Gregory R. Brinkmeyer*  
Owner Signature  
Printed Name: GREGORY R. BRINKMEYER

*Vicki 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.

*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 1<sup>st</sup> 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)

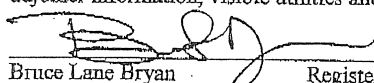
THENCE South  $71^{\circ}13'31''$  West with a non-fenced line for the North line of said "57 Acres", same being for an exterior line of said "101 Acres", generally along the South line of an unpaved access road, a distance of 838.19 feet to a  $\frac{1}{2}$ " Iron Rod (with cap) set for an exterior 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;

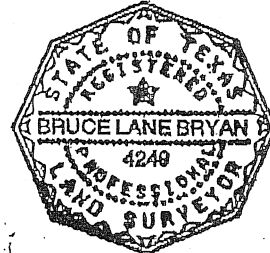
THENCE North  $71^{\circ}13'31''$  East with a line for the South line of said "93.029 Acres", same being for an exterior line of said "101 Acres", generally along the North line of said unpaved access road, passing a 1" Iron Pipe found at 16.33 feet, and continuing an additional distance of 1255.89 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, adjoining 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 22<sup>nd</sup> day of May, 2013.

Pearl Lee Brinkmeyer  
Owner Signature

Printed Name: Pearl Lee Brinkmeyer

Owner Signature

Printed Name: \_\_\_\_\_

Owner Signature

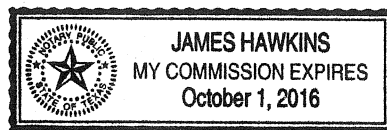
Printed Name: \_\_\_\_\_

Owner Signature

Printed Name: \_\_\_\_\_

Owner Signature

Printed Name: \_\_\_\_\_



THE STATE OF TEXAS }  
COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 22<sup>nd</sup> 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



2729

TO DEED

THE STATE OF TEXAS \*  
\*  
COUNTY OF WILLIAMSON \*

---

KNOW ALL MEN BY THESE PRESENTS:

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 divised 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.

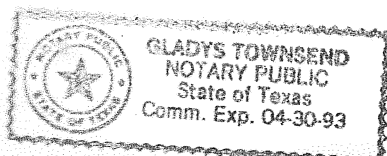
WITNESS MY HAND, this the 14th day of January, 1993.

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 14th 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

2729

CM  
Marvin Lenz  
PO Box 149  
Troy, TX 76574

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



JAN 21 1993  
*Clair Pryor*  
COUNTY CLERK  
WILLIAMSON COUNTY, TEXAS

*Clair Pryor*  
COUNTY CLERK

1993 JAN 21 AM 11:03

FILED FOR RECORD  
WILLIAMSON COUNTY, TX

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 22<sup>nd</sup> day of MAY, 2013.

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

\_\_\_\_\_  
Owner Signature  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Owner Signature  
Printed Name: \_\_\_\_\_

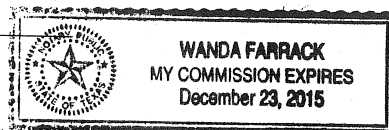
\_\_\_\_\_  
Owner Signature  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Owner Signature  
Printed Name: \_\_\_\_\_

THE STATE OF TEXAS }  
COUNTY OF ~~WILLIAMSON~~ }  
Washington

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

Wanda Farrack  
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

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 ( $157\frac{3}{4}$ ) 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  $157\frac{3}{4}$  acres for the Southwest corner hereof;

THENCE North 71 degrees East with the South line of said  $157\frac{3}{4}$  acres,  $474\frac{1}{4}$  varas a stake for the Southeast corner hereof;

THENCE North 19 degrees West  $678\frac{1}{2}$  varas, a stake for the Northeast corner hereof;

THENCE South 71 West  $474\frac{1}{4}$  varas, to the lower Northwest corner of said  $157\frac{3}{4}$  acres for the Northwest corner hereof on the South margin of a public road;

THENCE South 19 degrees East  $678\frac{1}{2}$  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.

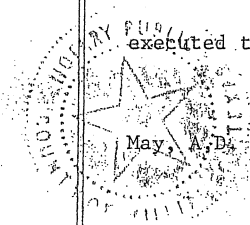
Annie S. Dana  
ANNIE S. DANA

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 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 3:10 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 William

\*  
\*  
\*

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.

Ms. Lebellie Loeble

Notary Public in and for

William 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 74 at 8:00 o'clock A M., and duly recorded this the 11th day of June 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 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 OUR HANDS, this the 11th day of July, A.D. 1973.

Ann Dana Chaney  
ANN DANA CHANEY

Gerald Chaney  
GERALD CHANEY

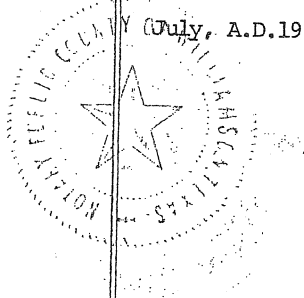
SIGNED AND DELIVERED  
IN PRESENCE OF:

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.



William J. [Signature]  
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 [Signature] Deputy

DICK CERVENKA, CLERK  
County Court Williamson County Texas

ALICE DANA SLADEK,  
ET VIR

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, 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 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*

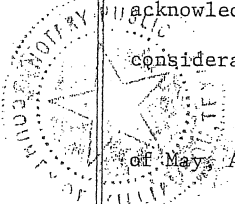
EDWIN SLADEK



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     } I, Dick Cervenka, Clerk of the County Court of said County, do hereby certify  
County of Williamson    } 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 Etheredge 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<sup>th</sup> 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 <sup>2877</sup>

TO  
*Spencer & Spencer*

DARLENE J. HYZAK, ET AL

*Homestead Farm*

FILED FOR RECORD

at \_\_\_\_\_ o'clock \_\_\_\_\_ M.

*32*  
JUL 22 1974

*4:55*

*DICK CERVENKA*

Clerk County Court Williamson Co., Texas

By \_\_\_\_\_ Deputy

*350*

*(1)*

*543*

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.

**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 10<sup>th</sup> 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: \_\_\_\_\_

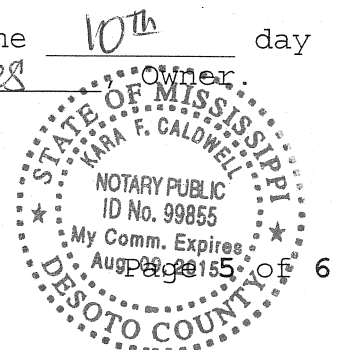
MISSISSIPPI  
THE STATE OF TEXAS }  
COUNTY OF WILLIAMSON } DeSoto

This instrument was acknowledged before me on the 10<sup>th</sup> 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:

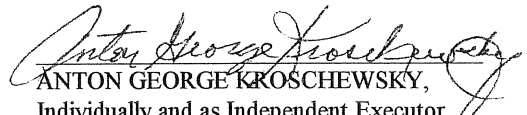
BEING 49.476 acres of the W. J. Baker Survey, Abstract No. 65, in Williamson County, Texas; part of the Second Tract described as containing 57.95 acres in a Deed to Anton A. Kroschewsky, recorded in Volume 352, Page 469, Deed Records of Williamson County, Texas and being more fully described by metes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

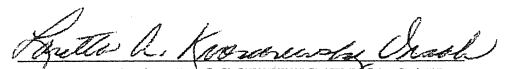
This conveyance is executed by Grantors and accepted by Grantee as being subject to all reservations, restrictions, easements, covenants and rights of way, which may be

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.

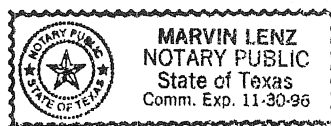
EXECUTED this the 20th day of April, 1995.

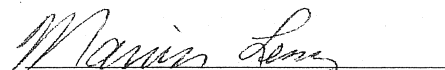
  
ANTON GEORGE KROSCHESKY,  
Individually and as Independent Executor  
of the Estate of Evelyn T. Kroschewsky,  
Deceased

  
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

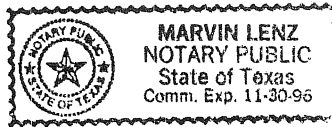
MY COMMISSION EXPIRES: \_\_\_\_\_

THE STATE OF TEXAS

COUNTY OF Williamson

\*  
\*  
\*

This instrument was acknowledged before me on this 20<sup>th</sup> day of April, 1995 by LORETTA A. KROSCHESKY 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.

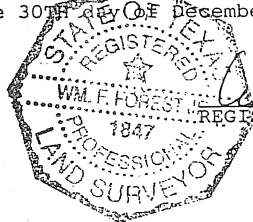
STATE OF TEXAS :

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

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

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

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

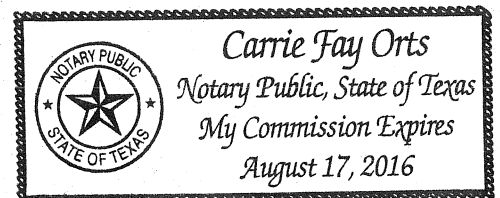
\_\_\_\_\_  
Owner Signature  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
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 18<sup>th</sup> 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 18<sup>th</sup> 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

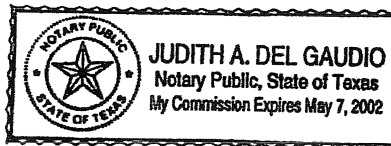


EXHIBIT A  
Hwy 95 North, Taylor, Texas #10

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 26<sup>th</sup> day of April, 2013.

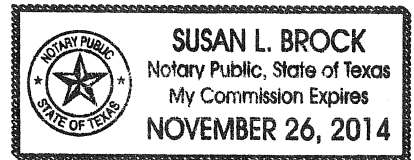
Edmond S. Komandosky  
Owner Signature  
Printed Name: Edmond S. Komandosky

\_\_\_\_\_  
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 26<sup>th</sup> 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 1159.29 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 Carolyn R. Boudner 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

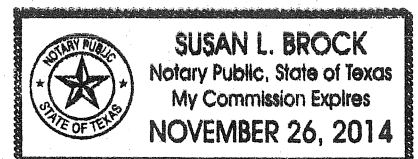
\_\_\_\_\_  
Owner Signature  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
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 26<sup>th</sup> 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 Long  
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 Cecelia S. Gardner 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 30 1978

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

3529

1/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

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 20 day of may, 2013.

John J Komandosky  
Owner Signature

Printed Name: John J. Komandosky

\_\_\_\_\_  
Owner Signature

Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Owner Signature

Printed Name: \_\_\_\_\_

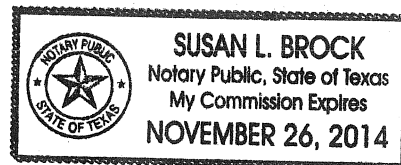
\_\_\_\_\_  
Owner Signature

Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Owner Signature

Printed Name: \_\_\_\_\_

THE STATE OF TEXAS }  
COUNTY OF WILLIAMSON }



This instrument was acknowledged before me on the 20<sup>th</sup> 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.

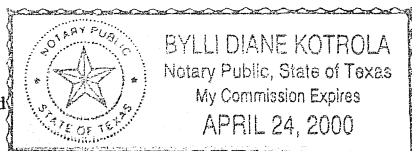
When the context requires, singular nouns and pronouns include the plural.

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

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 <sup>plat</sup> ~~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~~ <sup>VM</sup> 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: \_\_\_\_\_

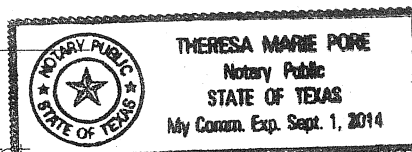
\_\_\_\_\_  
Owner Signature  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
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

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COUNTY OF WILLIAMSON

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**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.

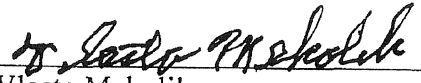
Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waive all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery 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

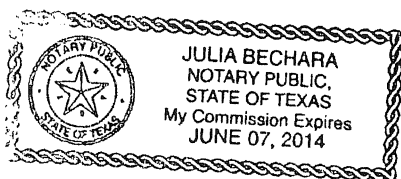
**ACKNOWLEDGMENT**

STATE OF TEXAS

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§  
§

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.

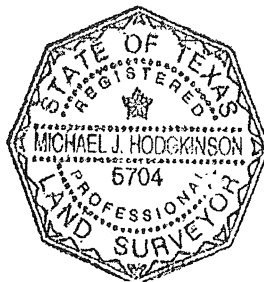
THE STATE OF TEXAS       §  
                                     §  
COUNTY OF TRAVIS       §

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

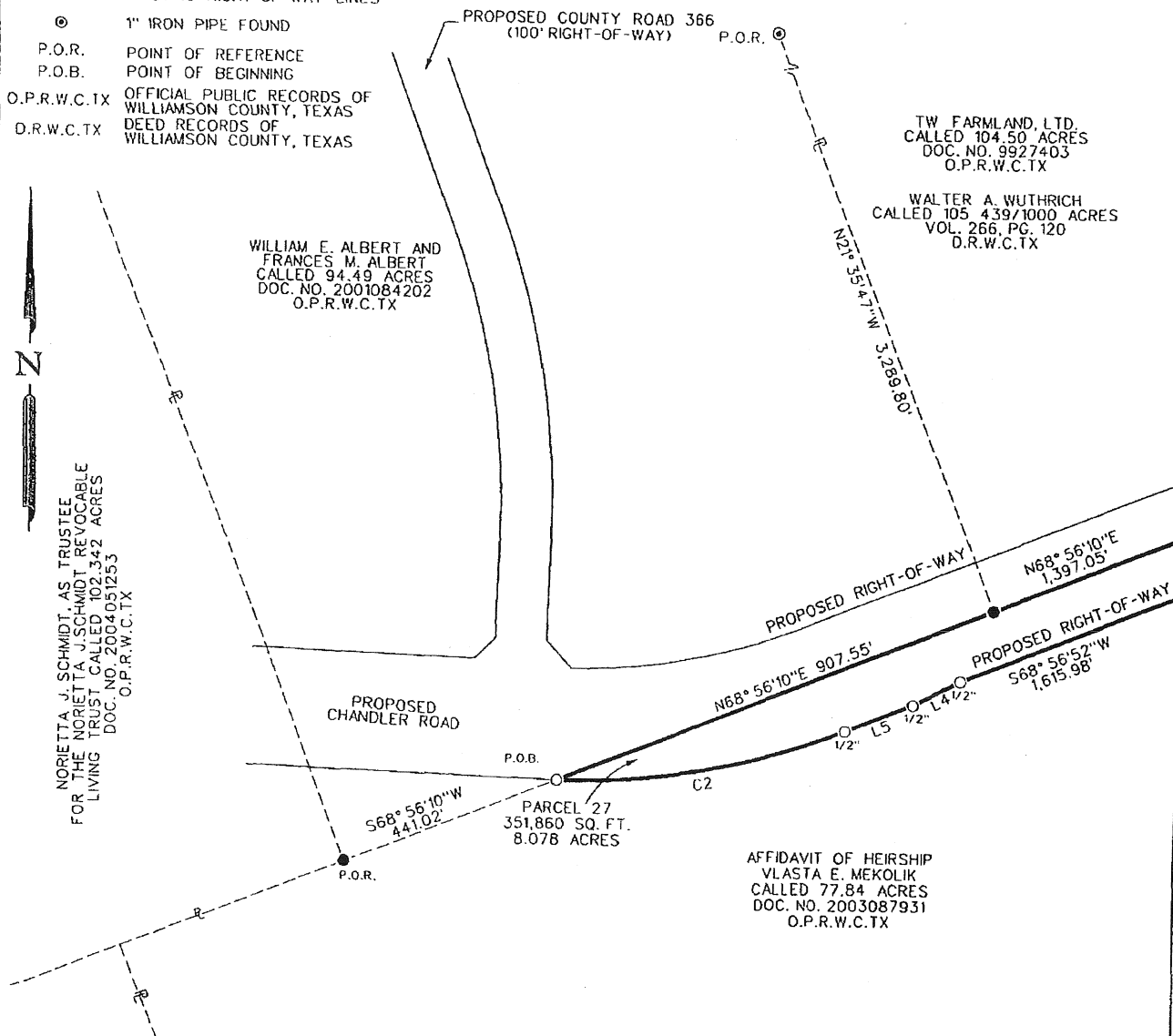
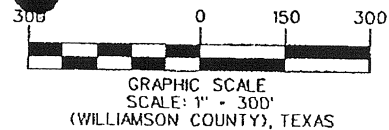


Michael J. Hodgkinson  
Registered Professional Land Surveyor  
No. 5704 - State of Texas

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

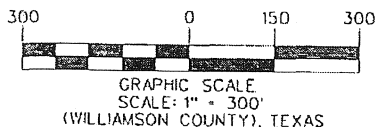


5508 West Highway 290, Building B  
Austin, Texas 78735  
(512) 447-0575  
Fax: (512) 326-3029

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

MATCHLINE PAGE 3

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. 496

TW FARMLAND, LTD.  
CALLED 104.50 ACRES  
DOC. NO. 9927403  
O.P.R.W.C.TX

WALTER A. WUTHRICH  
CALLED 105.439/1000 ACRES  
VOL. 266, PG. 120  
D.R.W.C.TX

THE CLARENCE H. AND DORIS  
E. WALTHER LIVING TRUST  
CALLED 192.24 ACRES  
DOC. NO. 200010525  
O.P.R.W.C.TX

PARCEL 27  
351,860 SQ. FT.  
8.078 ACRES

AFFIDAVIT OF HEIRSHIP  
VLASTA E. MEKOLIK  
CALLED 77.84 ACRES  
DOC. NO. 2003087931  
O.P.R.W.C.TX

MARGARET ANN  
KROSCHEWSKY HAYES  
CALLED 49.476 ACRES  
VOL. 271, PG. 0385  
O.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-

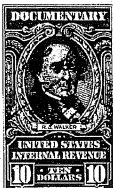
OFFICE OF TAYLOR  
RECEIVED

MAY 22, 20

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<sup>th</sup> 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  
June

A. D. 19 60, at 8 o'clock A.M.

Duly Recorded this the 3 day of

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

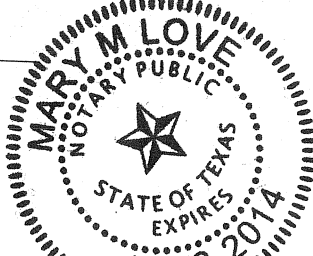
Printed Name: \_\_\_\_\_

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.

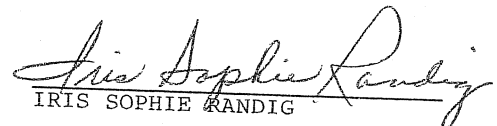
SAVE AND EXCEPT a tract of 4.0 acres of land heretofore conveyed to Donald Randig by Deed dated June 3, 1983 and recorded in Volume 923, Page 147 of the Deed Records of Williamson County, Texas.

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.

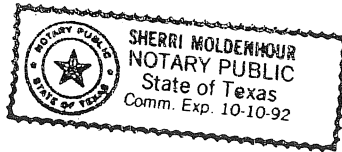
TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said DONALD RANDIG, his heirs and assigns forever, and I do hereby bind myself, my heirs, executors and administrators, to WARRANT AND FOREVER DEFEND, all 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  
15<sup>th</sup> day of May, 1992 by IRIS SOPHIE RANDIG.



Sherri Moldenhauer  
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

Elaine Pryor  
COUNTY CLERK  
WILLIAMSON COUNTY, TEXAS

*Elaine Pryor*

1992 MAY 20 AM 11:54

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 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 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 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.

Irish 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

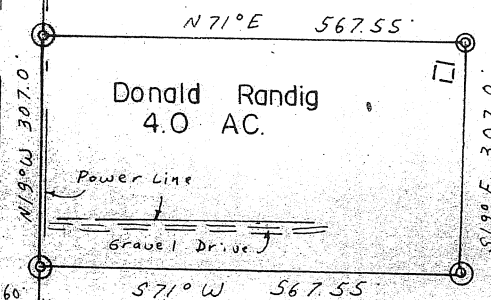
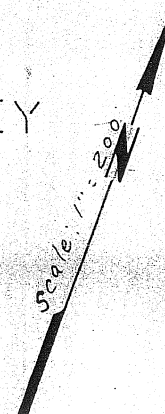
Survey Line

County Road 366

919.0'  
N19°0'W

W. J. BAKER SURVEY

A-65

Donald Randig  
4.0 AC.

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.

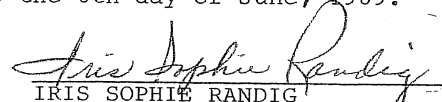
This conveyance is executed by Grantor and accepted by  
Grantee as being subject to all reservations, restriction,  
easements, covenants and rights of way, which may be duly of  
record in the office of the County Clerk of Williamson County,  
Texas, or that may be located on the property.

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



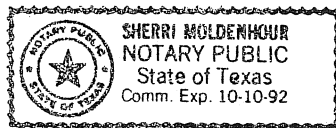
and singular the said premises unto the said DONALD RANDIG, his heirs and assigns, against every person whosoever lawfully claiming, or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty.

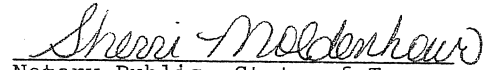
WITNESS OUR HANDS, this the 6th day of June, 1989.

  
IRIS SOPHIE RANDIG

THE STATE OF TEXAS      \*  
COUNTY OF WILLIAMSON   \*

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



  
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.

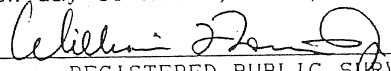
THENCE S 71 deg. W 119.1 feet to a pipe found disturbed and reset.

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

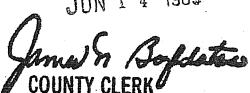
file:randig.065



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

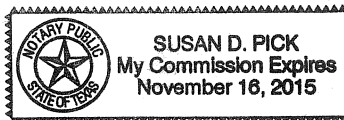
\_\_\_\_\_  
Owner Signature  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
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 TWENTY-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 hereinabove 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

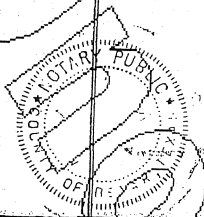
COUNTY OF Brewer

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

554

April, A.D. 1969.



*Fred M. Wells*  
Notary Public in and for  
Bexar County, Texas

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

DICK CERVENKA, County Clerk

Williamson County, Texas

By Clair Biggell DeputyCLARA WEST STROUD,  
A WIDOW

GENERAL WARRANTY DEED

CARL G. SNIDER

THE STATE OF TEXAS

9553

COUNTY OF WILLIAMSON

\* KNOW ALL MEN BY THESE PRESENTS:  
\*  
\*

That I, CLARA WEST STROUD, 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 159, 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 31, 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: \_\_\_\_\_

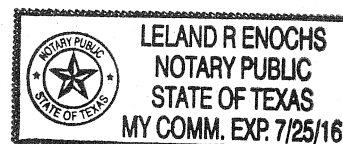
\_\_\_\_\_  
Owner Signature  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
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

**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).

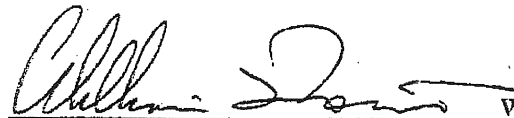
THENCE with the common boundary between the Schroeder and Walther tracts, as evidenced on the ground, N 70°06'56"E 587.41 feet to an iron pin set. This corner stands S 19°03'53"E 2.68 feet from a nail which was found in the South side of a post.

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 :  
: 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, 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 25<sup>TH</sup> 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](mailto:leland@enochslawfirm.com)

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

DAVID S. OLIVER  
[david@enochslawfirm.com](mailto: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



***City Council Meeting  
June 12, 2014  
Agenda Item Transmittal***

**Agenda Item #:** 9

**Agenda Title:** Consider Resolution 14-12 entering an Interlocal Agreement between Harris County Department of Education and the City of Taylor to participate in Choice Partners Purchasing Cooperative.

**Council Action to be taken:** Approve or deny

**Initiating Department:** Finance Department

**Staff Contact:** Rosemarie Dennis, Finance Department

|                                |
|--------------------------------|
| <b>1. INTRODUCTION/PURPOSE</b> |
|--------------------------------|

Resolution R14-12 would authorize the City Manager to execute a cooperative purchasing agreement with Harris County Department of Education (HCDE) to be able purchase goods and services through Choice Partners Purchasing Cooperative.

|                                      |
|--------------------------------------|
| <b>2. DESCRIPTION/ JUSTIFICATION</b> |
|--------------------------------------|

This cooperative purchasing agreement allows cities to “piggyback” purchases that have completed the legal, competitively bid government procurement process. The City would have immediate access to contracts.

The City presently participates in several other purchasing cooperative programs such as:

- BuyBoard
- Houston-Galveston Area Council (H-GAC)
- TIPS/TAPS
- Tarrant County
- US Communities

All of these programs are very beneficial to us by saving staff time in the procurement process and brings savings to our budgets, thus saving taxpayer dollars.

|                            |
|----------------------------|
| <b>3. FINANCIAL/BUDGET</b> |
|----------------------------|

There is no cost to participate in this purchasing cooperative.



#### **4. TIMELINE CONSIDERATIONS**

If approved, the signed resolution and agreement will be sent to Choice Partners for HCDE governing board approval. Once all parties approve, we will have access to any of the legal, competitively bid, government-award contracts.

#### **5. RECOMMENDATION**

Staff recommends approval.

#### **6. REFERENCE FILES**

- 9a. [Resolution 14-12](#)
- 9b. [Interlocal Agreement](#)
- 9c. [List of Current Members](#)
- 9d. [Local Government Code](#) Subchapter F Cooperative Purchasing Program

**RESOLUTION 14-12**

**A RESOLUTION OF THE CITY OF TAYLOR, TAYLOR, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY DEPARTMENT OF EDUCATION, WHICH SPONSORS CHOICE PARTNERS, PROVIDING FOR A COOPERATIVE PURCHASING PROGRAM FOR GOODS AND SERVICES;**

**DESIGNATING ROSEMARIE DENNIS, FINANCE DIRECTOR, AS OFFICIAL REPRESENTATIVE OF THE CITY OF TAYLOR RELATING TO THE PROGRAM.**

**WHEREAS**, the City of Taylor has been presented a proposed Interlocal Agreement by and between Harris County Department of Education, and the City of Taylor and found to be acceptable and in the best interests of the City of Taylor and its citizens, are hereby in all things approved.

**WHEREAS**, the City of Taylor of Taylor, Texas, pursuant to the authority granted under Sections 271.101 to 271.102 of the Local Government Code, desires to participate in Choice Partners sponsored by Harris County Department of Education, and in the opinion that participation in the program will be highly beneficial to the taxpayers through the anticipated savings to be realized.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF TAYLOR. TEXAS:**

**Section I.** The Terms and conditions of the agreement having been reviewed by the City of Taylor and found to be acceptable and in the best interest of the City of Taylor and its citizens are hereby in all things approved.

**Section II.** The Interim City Manager, Jeff Straub under the directions of the City of Taylor is hereby designated to act for the City of Taylor in all matters relating to Harris County Department of Education including the designation of specific contracts in which the City of Taylor desires to participate.

**Section III.** This resolution shall become effective from and after its passage.

**DULY PASSED AND APPROVED THIS THE 12<sup>th</sup> DAY OF JUNE 2014.**

**ATTEST:**

---

**City Clerk**

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**Mayor**

**Interlocal Contract - City**  
**Between Harris County Department of Education**  
**& City of Taylor**

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code and Chapter 271, Subchapter F of the Texas Local Government Code, this Interlocal and Cooperative Purchasing Program Contract ("Contract") is made and entered into by and between the Harris County Department of Education ("HCDE"), located in Houston, Texas, and City of Taylor ("CITY"), located in Taylor, Texas, for the purpose of providing services.

**Preamble**

HCDE is a local governmental entity established to promote education in Harris County, Texas and is also duly authorized to provide programs and services in the State of Texas. Both HCDE and CITY desire to set forth, in writing, the terms and conditions of their agreement.

**General Terms and Conditions**

In consideration of the mutual covenants and conditions contained in this Contract and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound agree as follows:

1. Term. This Contract is effective from the date of the last signature and shall automatically renew unless either party gives thirty (30) days prior written notice of non-renewal. This Contract may be terminated by either party with or without cause with thirty (30) days written notice. See other means of terminating the contract in Article 11, below. Any such notice shall be sent according to Article 8.
2. Agreement. The terms of this Contract shall apply and will be considered a part of any Addendum for programs and services delivered by HCDE. This Contract and the attached and incorporated Addendum, purchase orders, or exhibits, if any, contain the entire agreement of the parties and there are no representations, agreements, arrangements, or undertakings, oral or written, between the parties to this Contract other than those set forth in this Contract and duly executed in writing.
3. Purpose and Scope of Work.
  - A. HCDE agrees to:**
    - Provide CITY with subsequent independent contracts and/or descriptive offerings of each of the programs and services that HCDE provides through its respective divisions.
    - Provide services upon the submission of independent contracts or purchase orders within the HCDE divisions.
    - Conduct, as a minimum, an annual audit or survey, as appropriate, for each of the programs.
  - B. CITY agrees to:**
    - Participate in any or all of the services that HCDE has to offer.
    - Submit purchase order(s) or independent contract(s) for each of the programs it wishes to purchase and/or collaborate.
    - Agree to follow the terms and conditions of each independent contract or purchase orders for each of the programs.

- Assign the appropriate person to act as representative to each respective program delivered.
4. As is. HCDE makes this Contract available to HCDE participating entities “as is” and are under no obligation to revise the terms, conditions, scope, prices, and/or any requirements of the Contract for the benefit of CITY.
  5. Assignment. Neither this Contract nor any duties or obligations entered in subsequent contracts because of this agreement shall be assignable by either party without the prior written acknowledgment and authorization of both parties.
  6. Conflict of Interest. During the Term of HCDE’s service to CITY, CITY, its personnel and agents, shall not, directly or indirectly, whether for CITY’s own account or with any other person or entity whatsoever, employ, solicit or endeavor to entice away any person who is employed by HCDE.
  7. Contract Amendment. This Contract may be amended only by the mutual agreement of all parties in writing to be attached to and incorporated into this Contract.
  8. Notice. Any notice provided under the terms of this Contract by either party to the other shall be in writing and shall be sent by **certified mail, return receipt requested**. Notice to shall be sufficient if made or addressed as follows:

Harris County Department of Education  
 Attn: John E. Sawyer, Ed.D.  
 County School Superintendent  
 6300 Irvington Blvd.  
 Houston, Texas 77022  
 713-694-6300

City of Taylor  
 Attn: Jeff Straub  
 Title: Interim City Manager  
 Address: 400 Porter Street  
 City, State, Zip: Taylor, TX 76574  
 Phone: 512-352-3675  
 Email: jeff.straub@taylortx.gov

9. Relation of Parties. It is the intention of the parties that CITY is independent of HCDE and not an employee, agent, joint venturer, or partner of HCDE and nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE and CITY or HCDE and any of CITY’s agents.
10. Non-Exclusivity of Services. Nothing in this Contract may be construed to imply that HCDE has exclusive right to provide CITY these services. During the Term of Contract, CITY reserves the right to use all available resources to procure other professional services as needed and, in doing so, will not violate any rights of HCDE.
11. Termination. This Contract may be terminated prior to the expiration of the Term hereof as follows:
  - By CITY upon 30 days notice if the work/service is not provided in a satisfactory and proper manner after a remedy has been reported and discussed;
  - By mutual written agreement of the parties, upon thirty (30) days prior notice; or
  - By either party immediately if the other party commits a material breach any of the terms of this Contract and no remedial action can be agreed upon by the parties.

12. Master Contract. This Contract can be utilized as the Master Contract. The general terms and conditions in this Contract will serve to outline the working relationship between HCDE and the CITY. Both parties agree to allow the CITY to use any or all of the services with no charge from HCDE, including Choice Partners.

The CITY agrees to adhere to the terms and conditions set forth for the programs and/or services as contracted under these programs. All other programs and/or services provided by HCDE requiring a fee will need an addendum to the approved Master Interlocal Contract. The specific terms and conditions of the addendum will govern that individual contract. In the case of a conflict between the Master Contract and any addendum, the provisions of the addendum will govern.

13. Severability. In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.
14. Governing Law and Venue. This Contract shall be governed by and construed in accordance with the laws of the State of Texas. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Contract shall be in Harris County, Texas.
15. Authorization. Each party acknowledges that the governing body of each party to the Contract has authorized this Contract.
16. Benefit for Signatory Parties Only. Neither this Contract, nor any term or provisions hereof, not any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.

In witness whereof, HCDE and CITY have executed this Contract to be effective on the date specified in Article 1. Term above:

|                      |                                       |
|----------------------|---------------------------------------|
| _____                | Harris County Department of Education |
| Name of City         |                                       |
| _____                | _____                                 |
| Authorized Signature |                                       |
| _____                | John E. Sawyer, Ed.D.                 |
| Printed Name         |                                       |
| _____                | County School Superintendent          |
| Title                |                                       |
| _____                | _____                                 |
| Date                 | Date                                  |



Westbury Christian School  
Westerly Public Schools (RI)  
Weston Volunteer Fire Dept.  
Westview School  
Weymouth, MA  
Wharton County  
Wharton County Jr. College  
Wharton ISD  
White Settlement ISD  
White Settlement, TX  
Whitehouse ISD  
Whitney ISD  
Wichita Falls ISD  
Willacy County  
Williamson County  
Willis ISD  
Wills Point ISD  
Wills Point, TX  
Wilson ISD  
Wimberley ISD  
Windham School District  
Woodcreek, TX  
Woodsboro ISD  
**Y**  
Yellowstone Academy  
Ysleta ISD  
**Z**  
Zapata Co ISD  
Zavala County

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## Legal Contracts

## Procurement Made



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- Building Controls/Automation
- Exterior Cleaning
- Electricity & Fuel
- Elevator • Electrical
- Flooring • Painting
- HVAC • Athletic Surfaces



### Food/Cafeteria Supplies

- Bread, Dairy, Grocery, Produce
- Food Supplies & Equipment



### Technology

- Security Systems
- Equipment, Training & Service
- Hardware, Software & Supplies



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- Furniture • Medical • Office



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# Cooperative Member List



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1st Judicial District Attorney (LA)  
**A**  
Abilene, TX  
Academy of Accelerated Learning  
Accelerated Intermediate Academy  
Advantage Academy  
Agustana College (IL)  
Alamo Community College District  
Alamo Workforce  
Aldine ISD  
Alexandria City Public Schools (VA)  
Alief ISD  
Alief Montessori School  
Allen ISD  
Allen, TX  
Alvin Community College  
Alvin ISD  
Alvin, TX  
Alvord ISD  
Amigos Por Vida Charter  
Anahuac ISD  
Anchorage School District (AK)  
Anderson-Shiro CISD  
Angelina & Neches River Authority  
Angelina County  
Angleton ISD  
Anna, TX  
Annunciation Orthodox School  
Anthony ISD  
Apple Valley, MN  
Arlington, TX  
Arrow Academy Charter School (OR)  
Ashford United Methodist Church  
Assoc. Christian Schools  
International (CO)  
Assumption Catholic Schools  
Athens ISD  
Atlanta ISD  
Aubrey, TX  
Augustana College (IL)  
Augusta County Schools (VA)  
Austin Community College  
Austin County  
Austin ISD  
Austwell-Tivoli ISD  
Avance, Inc-Houston  
Awty International  
**B**  
Ballinger ISD  
Banquete ISD  
Barbers Hill ISD  
Bastrop County

Bay City ISD  
Bay City, TX  
Baytown, TX  
Be A Champion, Inc.  
Beaumont ISD  
Beaumont, TX  
Bell County  
Bell County Exposition Center  
Bellaire, TX  
Bellville ISD  
Belton ISD  
Benavides ISD  
Benbrook Water Authority  
Benton, AR  
Bethany United Methodist  
Big Brothers/Sisters Greater Houston  
Big Sandy ISD  
Big Spring, TX  
Birdville ISD  
Blanket ISD  
BlazinBrook Preparatory School  
of the Artz  
Blinn College  
Bloomington ISD  
Blue Ridge ISD  
Boerne ISD  
Boerne, TX  
Boling ISD  
Bosqueville ISD  
Boy Scouts of America (Sam Houston)  
Branch School, The  
Brazoria County  
Brazos County  
Brazos ISD  
Brazos School for Inquiry and  
Creativity  
Brazos Valley Community Action  
Agency  
Brazosport ISD  
Bremond ISD  
Brenham Housing Authority  
Brenham ISD  
Bridgeport ISD  
Brooks County ISD  
Brownsville Housing Authority  
Brownsville ISD  
Brownsville Public Util. Board  
Brownsville, TX  
Brunswick City Schools (OH)  
Bryan ISD  
Bryan, TX  
Buckholts ISD

Buda, TX  
Buffalo ISD  
Bulverde, TX  
Burleson ISD  
Burleson, TX  
Burnet CISD  
Burnet County  
Burton ISD  
**C**  
Calallen ISD  
Caldwell ISD  
Calvert ISD  
Calvin Nelms Charter School  
Cameron County  
Cameron ISD  
Carrizo Springs ISD  
Carroll County (MD)  
Carrollton-Farmers Branch ISD  
Cass County  
Catholic Charities Galv-Hou  
Catholic School Co-Op  
Cedar Hill ISD  
Cenikor Foundation  
Center Housing Authority  
Centerville ISD (Centerville, TX)  
Centerville ISD (Groveton, TX)  
Central Texas 4C  
Central Texas College  
Central TX Council of Govt  
Central Texas Water Supply  
Channelview ISD  
Charlotte ISD  
Cherokee County  
Chicago Public Schools (IL)  
Children's First Academy, The  
Chiniquapin School, The  
Chisum ISD  
City CarShare (CA)  
Clarendon CISD  
Clayton County (GA)  
Clear Creek ISD  
Cleburne, TX  
Cleveland ISD  
Clifton ISD  
Clint ISD  
Clyde CISD  
CNP Utility District  
Cochran County  
Coldspring-Oakhurst CISD  
College of the Mainland  
College Station ISD  
Collin County

Colorado County  
Colorado ISD  
Columbia Basin College (WA)  
Columbia-Brazoria ISD  
Columbus ISD  
Comanche Electric Co-Op Assoc.  
Comanche, TX  
Commerce ISD  
Conroe ISD  
Cooke County  
Cooperative Educational Svcs (NM)  
Coppell ISD  
Copperas Cove ISD  
C.O.R.E. Academy  
Cornerstone Christian Academy  
Corpus Christi Catholic  
Corpus Christi ISD  
Corrigan-Camden ISD  
Coryell CAD  
Coryell County  
Cotton Center ISD  
Cotulla ISD  
Covenant Christian School  
Crandall, TX  
Crane ISD  
Crosby ISD  
Crowley ISD  
Cushing ISD  
Cypress Creek EMS  
Cypress Community Christian  
Cypress-Fairbanks ISD  
**D**  
Dallas Co. Comm.College District  
Dallas Housing Authority  
Dallas ISD  
Damon ISD  
Danbury ISD  
Dayton ISD  
Decatur ISD  
Deep East Texas Electric Co-Op  
Deer Park ISD  
Deer Park, TX  
DeKalb, TX  
Denison, TX  
Denton County  
Denton ISD  
Denton, TX  
Desoto ISD  
Desoto, TX  
Devereux Foundation  
Devers ISD  
Deweyville ISD

Diboll ISD  
Dickinson ISD  
Dickinson, TX  
Dona Ana County (NM)  
Donna ISD  
Dripping Springs ISD  
Duchesne Academy  
**E**  
Eagle Mountain-Saginaw ISD  
Eanes ISD  
Early, TX  
East Chambers ISD  
East Texas Charter School  
Ector County  
Edgewood ISD  
Edinburg CISD  
Edna ISD  
El Campo ISD  
El Centro De Corazon  
Elgin, TX  
Elk Volunteer Fire Dept.  
El Lago, TX  
El Paso County  
El Paso Housing Finance Corp.  
El Paso ISD  
El Paso, TX  
Ellis County  
Eloy Elementary School District (AZ)  
Emery/Weiner School, The  
Episcopal High School  
Etex Telephone Co-op Inc  
Etoile ISD  
Eules, TX  
**F**  
Fabens ISD  
Fairfield ISD  
Fallbrook College Prep Academy  
Family Place, The  
Fay School, The  
Fayetteville ISD  
First Class American Credit Union  
First Coast Technical College (FL)  
Floresville ISD  
Forsan ISD  
Fort Bend Baptist Academy  
Fort Bend County  
Fort Bend Family Health Ctr  
Fort Bend ISD  
Fort Hancock ISD  
Fort Sam Houston ISD  
Fort Stockton, TX  
Fort Worth ISD

|                              |                                   |                                     |                                     |                                   |                                       |                                       |                                  |                                       |                                    |
|------------------------------|-----------------------------------|-------------------------------------|-------------------------------------|-----------------------------------|---------------------------------------|---------------------------------------|----------------------------------|---------------------------------------|------------------------------------|
| Franklin County (ID)         | Hardin County                     | Iraan-Sheffield ISD                 | Lake Worth ISD                      | Mart ISD                          | North Central Texas C.O.G.            | Raul Yzaguirre School for Success     | Shepherd ISD                     | Stepping Stones Charter               | Two Dimensions Preparatory         |
| Franklin ISD                 | Hardin ISD                        | Irion Co ISD                        | Lamar CISD                          | Martha’s Kitchen                  | North East ISD                        | Raymondville ISD                      | Sherman ISD                      | Strake Jesuit College Prep            | <b>U</b>                           |
| Frankston, TX                | Hardin-Jefferson ISD              | Irving ISD                          | Lamar State College — Port Arthur   | Mason ISD                         | North Forest ISD                      | Region I ESC                          | Sheriffs’ Association of Texas   | Sugar Grove Christian School          | United Co-Op Services              |
| Fredericksburg ISD           | Harlandale ISD                    | Irving, TX                          | Lampasas County                     | Matagorda ISD                     | North Little Rock School Dist (AR)    | Region II ESC                         | Shiner ISD                       | Summit Christian Academy              | United ISD                         |
| Freer ISD                    | Harleton ISD                      | Itasca, TX                          | Lampasas ISD                        | Mathis ISD                        | North Richland Hills, TX              | Region III ESC                        | Smith County                     | Sweeny ISD                            | United Way Greater Houston         |
| Friendswood ISD              | Harlingen CISD                    | Ivanhoe, TX                         | Lancaster ISD                       | McAllen ISD                       | North Zulch ISD                       | Region V ESC                          | Smithville ISD                   | Sweet Home ISD                        | University of Houston              |
| Friendswood, TX              | Harmony Public Schools            | <b>J</b>                            | Lancaster, TX                       | McDade ISD                        | Northside ISD                         | Region VI ESC                         | Snook ISD                        | Sweetwater ISD                        | University of Houston - Downtown   |
| Frisco ISD                   | Harris County                     | Jack County                         | Laredo Community College            | McKinney ISD                      | Northwest Preparatory                 | Region XI ESC                         | Socorro ISD                      | <b>T</b>                              | University of Houston - Victoria   |
| Fulshear, TX                 | Harris County ESD #29             | Jacksboro ISD                       | Laredo ISD                          | McKinney, TX                      | Nueces County                         | Region XII ESC                        | Somervell County                 | Taft ISD                              | University of Nevada - Reno        |
| <b>G</b>                     | Harris County MUD #55             | Jamie’s House Charter               | Laredo, TX                          | McLennan County                   | NW Harris Co MUD #6                   | Region XVII ESC                       | Somerville ISD                   | Tallahassee, FL                       | University of North Texas          |
| Galaviz Charter              | Harris County MUD #230            | Jasper County                       | Las Cruces, NM                      | Meadow ISD                        | <b>O</b>                              | Region XIX ESC                        | South Park Child Care Center     | Tamarac, FL                           | University of North Texas HSC      |
| Galena Park ISD              | Harold ISD                        | Jasper ISD                          | Las Cruces Public Schools (NM)      | Meadows Place, TX                 | Ocala, FL                             | Regis School                          | South Plains Academy Charter     | Tarkington ISD                        | University of Texas @ Arlington    |
| Galveston Catholic School    | Hawkins ISD                       | Jefferson County                    | Latexo ISD                          | Meadows Preschool, The            | Odyssey Academy                       | Rhodes School                         | South Plains College             | Tarleton State University             | University of Texas @ Brownsville  |
| Galveston College            | Hays CISD                         | Jim Hogg County                     | Lavaca Medical Center               | MHMR of Tarrant County            | O’Fallon, MO                          | Rice CISD                             | South San Antonio ISD            | Tarrant Co College District           | University of Texas @ Dallas       |
| Galveston County             | Hays County ESD #8                | Jim Hogg Co ISD                     | League City, TX                     | Melissa ISD                       | Oglesby ISD                           | Rice ISD                              | South Texas College              | Taylor ISD                            | University of Texas Medical Branch |
| Galveston ISD                | Hearne ISD                        | Johnson County (KS)                 | Leander ISD                         | Memphis ISD                       | Onalaska ISD                          | Richards ISD                          | South Texas ISD                  | Teaching & Mentoring Communities      | University of Texas @ San Antonio  |
| Galveston, TX Park Board     | Heart of Texas Region MHMR Center | Jones Creek, TX                     | Lee College                         | Mercedes ISD                      | Orangefield ISD                       | Rocksprings ISD                       | Southlake, TX                    | Temple ISD                            | University of Texas System         |
| Galveston, TX                | Hemphill ISD                      | Joshua ISD                          | Lee County                          | Mercedes, TX                      | Our Lady of Fatima School             | Rockwall ISD                          | Southside ISD                    | Temple, TX                            | University Park, TX                |
| Garland ISD                  | Hempstead ISD                     | <b>K</b>                            | Leggett ISD                         | Merkel ISD                        | Our Lady of The Lake University       | Rogers, MN                            | Southwest ISD                    | Tenney School, The                    | Uplift Education                   |
| Garland, TX                  | Hidalgo County                    | Katherine Ann Porter School         | Leon ISD                            | Mesquite, TX                      | Our Lady Queen of Peace               | Round Rock Housing Authority          | Southwest Schools                | Texarkana, TX                         | <b>V</b>                           |
| Garner ISD                   | Hidalgo Co Drainage Dist #1       | Katy ISD                            | Lewisville ISD                      | Metropolitan Library OK City (OK) | <b>P</b>                              | Round Top-Carmine ISD                 | Southwest Texas Junior College   | Texas A&M Agrilife                    | Valley View ISD (Pharr, TX)        |
| Gateway Academy Charter      | Hidalgo Co Irrigation Dist #2     | Katy, TX                            | Lewisville, TX                      | Metro Transit Authority           | Palestine, TX                         | Royal ISD                             | Splendora ISD                    | Texas A&M Forest Service              | Van Vleck ISD                      |
| George Gervin Academy        | Hidalgo ISD                       | Kaufman Co Sr. Citizens Services    | Lexington ISD                       | Meyer Park Charter                | Parker County                         | Runaway Bay, TX                       | Splendora, TX                    | Texas A&M University-Commerce         | Van Zandt County                   |
| George Sanchez Charter       | HILCO Electric Cooperative, Inc.  | Keller, TX                          | Liberty ISD                         | Mid Valley Academy Charter        | Pasadena ISD                          | Runnels County                        | Spring Branch ISD                | Texas A&M University-Corpus Christi   | Varnett Charter School, The        |
| Georgetown ISD               | Hill County                       | Kemp ISD                            | Life Community Church               | Midland ISD                       | Pasadena, TX                          | Rusk Co Electric Co-Op                | Spring Hill ISD                  | Texas A&M University HSC              | Venus ISD                          |
| Georgetown, TX               | Hitchcock ISD                     | Kennard ISD                         | Limestone County                    | Midland School District (AR)      | Paso Del Norte Academy                | Rylie Family Faith Academy            | Spring ISD                       | Texas A&M University-Kingsville       | Venus, TX                          |
| Girls/Boys Prep Academy      | Hockaday School, The              | Kerens, TX                          | Lipan ISD                           | Midwestern State University       | Pearland ISD                          | <b>S</b>                              | Springtown ISD                   | TX Assoc.of School Business Officials | Venus Volunteer Fire Dept.         |
| Glenn Heights, TX            | Holy Ghost School                 | Kerrville ISD                       | Little Cypress-Mauriceville CISD    | Milano ISD                        | Pearland, TX                          | Sacred Heart Catholic (Conroe)        | St. Cecilia Catholic School      | TX Attorney General’s Office          | Vernon, TX                         |
| Goliad County                | Honey Grove, TX                   | Kerrville, TX                       | Little Elm ISD                      | Minneapolis, MN                   | Peoples Telephone Co-op               | Sacred Heart Catholic (Hallettsville) | St. Charles Community            | Texas Can Academies                   | Victoria, TX                       |
| Goodrich ISD                 | Hood County                       | Keystone School                     | Live Oak, TX                        | Miracle Educational Systems       | Petersburg ISD                        | Salado ISD                            | College (MO)                     | Texas City ISD                        | Victory Preparatory Academy        |
| Goose Creek CISD             | Houston Baptist University        | Kilgore College                     | Livingston ISD                      | Montague County                   | Pflugerville, TX                      | Salem Lutheran School                 | St. Elizabeth Ann Seton Catholic | TX Dept of Criminal Justice           | Vidor ISD                          |
| Gordon ISD                   | Houston Christian                 | Kilgore, TX                         | Llano ISD                           | Monte Alto ISD                    | Pharr-San Juan-Alamo ISD              | Sam Houston State University          | St. Francis De Sales School      | Texas Serenity Academy                | <b>W</b>                           |
| Grace Community Bible Church | Houston Community College         | Killeen ISD                         | Lone Star College System            | Montgomery County                 | Pilgrim Lutheran School               | San Angelo ISD                        | St. Francis Episcopal            | Texas Southern University             | Waco Housing Authority             |
| Grace School                 | Houston Food Bank                 | Kingsville ISD                      | Longview ISD                        | Montgomery Co ESD 2/Fire Dept.    | Pilot Point, TX                       | San Angelo, TX                        | St. Francis of Assisi Catholic   | Texas State Tech. College             | Waco ISD                           |
| Grand Prairie, TX            | Houston Heights High School       | Kingsville, TX                      | Lorena ISD                          | Montgomery Co ESD 11              | Pine Drive Christian School           | San Antonio ISD                       | St. Hyacinth School              | Texas State University — San Marcos   | Walipp Preparatory Academy         |
| Graham, TX                   | Houston Housing Authority         | Kinkaid School                      | Louise ISD                          | Montgomery Co Hospital Dist       | Pine Tree ISD                         | San Augustine ISD                     | St. Jerome Catholic Church       | Texas Tech University                 | Walker County                      |
| Granbury ISD                 | Houston ISD                       | Kipp Inc.                           | Louisiana State University (LA)     | Montgomery Co Housing Authority   | Plano, TX                             | San Benito CISD                       | St. John’s School                | Texas Tech University HSC             | Waller Co Appraisal Dist           |
| Grandview ISD                | Houston Learning Academy          | Klein ISD                           | Lovejoy ISD                         | Montgomery ISD                    | Ponder ISD                            | San Diego ISD                         | St. Joseph School                | Texas Woman’s University              | Waller ISD                         |
| Grape Creek ISD              | Houston, TX                       | Knowledge First Empowerment         | Lovelady ISD                        | Mount Vernon ISD                  | Port Arthur ISD                       | San Elizario ISD                      | St. Laurence Catholic School     | The Colony, TX                        | Waller, TX                         |
| Grapeland ISD                | Howard County                     | Center                              | Lubbock County                      | Muleshoe Area Hospital District   | Portland, OR                          | San Felipe Del Rio CISD               | St. Mark Lutheran School         | Thorndale ISD                         | Ward County                        |
| Grapevine-Colleyville ISD    | Howard Payne University           | Kyle, TX                            | Lufkin ISD                          | Muleshoe, TX                      | Portsmouth School Department (RI)     | San Jacinto College District          | St. Mark’s Episcopal School      | Tidehaven ISD                         | Watauga, TX                        |
| Greenville ISD               | Huffman ISD                       | <b>L</b>                            | Lyford CISD                         | Mumford ISD                       | Port Neches Groves ISD                | Sands CISD                            | St. Martha Catholic School       | Tom Green County                      | Water Valley ISD                   |
| Gregg County                 | Hull-Daisetta ISD                 | La Amistad Love/Learning Admy       | Lytle ISD                           | <b>M</b>                          | Port of Houston Authority             | Santa Fe ISD                          | St. Mary Catholic School         | Tomball ISD                           | Weatherford College                |
| Gregory-Portland ISD         | Humble ISD                        | La Feria ISD                        | <b>M</b>                            | Madison County                    | Poth ISD                              | Santa Fe, TX                          | St. Peter The Apostle School     | Tornillo ISD                          | Weatherford ISD                    |
| Groesbeck ISD                | Humble, TX                        | La Grange ISD                       | Madisonville CISD                   | Madisonville CISD                 | Prairie View A&M University           | Santa Maria ISD                       | St. Pius X High School           | Travis County                         | Weatherford, TX                    |
| Groveton ISD                 | Huntsville ISD                    | La Joya ISD                         | Magnolia ISD                        | Magnolia ISD                      | Premier Learning Academy              | Santa Rosa ISD                        | St. Rose Of Lima School          | Travis Co ESD #3                      | Webb CISD                          |
| Gulf Coast Center, The       | Hurst, TX                         | La Marque ISD                       | Malakoff ISD                        | Malakoff ISD                      | Presbyterian School                   | Schertz-Cibola-Universal ISD          | St. Thomas More School           | Travis Co ESD #11                     | Webb County                        |
| Gulf Coast FourSquare Church | <b>I</b>                          | La Marque, TX                       | Mansfield ISD                       | Manor ISD                         | <b>R</b>                              | Sealy ISD                             | St. Vincent De Paul Catholic     | Trinity ISD                           | Webster, TX                        |
| Gulf Coast Trades Center     | Idea Public Schools               | La Porte ISD                        | Mansfield ISD                       | Neighborhood Centers Inc.         | Raindrop Foundation                   | Sealy, TX                             | Stafford MSD                     | Trinity Luthern School                | Weslaco ISD                        |
| <b>H</b>                     | Ignite Public Schools             | La Salle Parish District Attorney   | Marfa ISD                           | New Caney ISD                     | Rains ISD                             | Seminole Co Schools (FL)              | Stafford, TX                     | Trinity Valley Comm. College          | West Feliciana Parish Fire         |
| Hallsburg ISD                | Immanuel Lutheran School          | Lake Dallas ISD                     | Marlin ISD                          | New Mexico State University (NM)  | Ranger College                        | Ser-Ninos Charter School              | STAR Transit                     | Trinity Valley Electric Co-Op         | Protect District #1                |
| Hamshire-Fannett ISD         | Incarinate Word Academy           | Lake Travis Community Library Dist. | Marshall Co Board of Education (TN) | New Waverly ISD                   | Rankin ISD                            | Sheldon ISD                           | Sheltering Arms Senior Svc       | Tropical TX Behavior Health           | West Houston Charter School        |
| Hannan High School (LA)      | Iola ISD                          | Lake Travis ISD                     |                                     | Normangee ISD                     | Rapides Parish Assessor’s Office (LA) |                                       |                                  | True Cross School                     | West Orange, TX                    |

## Local Government Code

### SUBCHAPTER F. COOPERATIVE PURCHASING PROGRAM

Sec. 271.101. DEFINITIONS. In this subchapter:

(1) "Local cooperative organization" means an organization of governments established to provide local governments access to contracts with vendors for the purchase of materials, supplies, services, or equipment.

(2) "Local government" means a county, municipality, special district, school district, junior college district, regional planning commission, or other political subdivision of the state.

Added by Acts 1995, 74th Leg., ch. 746, Sec. 7, eff. Aug. 28, 1995.

Sec. 271.102. COOPERATIVE PURCHASING PROGRAM PARTICIPATION. (a) A local government may participate in a cooperative purchasing program with another local government or a local cooperative organization.

(b) A local government that is participating in a cooperative purchasing program may sign an agreement with another participating local government or a local cooperative organization stating that the signing local government will:

(1) designate a person to act under the direction of, and on behalf of, that local government in all matters relating to the program;

(2) make payments to another participating local government or a local cooperative organization or directly to a vendor under a contract made under this subchapter, as provided in the agreement between the participating local governments or between a local government and a local cooperative organization; and

(3) be responsible for a vendor's compliance with provisions relating to the quality of items and terms of delivery, to the extent provided in the agreement between the participating local governments or between a local government and a local cooperative organization.

(c) A local government that purchases goods or services under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of the goods or services.

Added by Acts 1995, 74th Leg., ch. 746, Sec. 7, eff. Aug. 28, 1995.





***City Council Meeting***  
***June 12, 2014***  
***Agenda Item Transmittal***

**Agenda Item #:** 10

**Agenda Title:** Consider a request for funding from the Texas Mission of Mercy dental service program.

**Council Action to be taken:** Approve, Deny or Table

**Initiating Department:** City Administration

**Staff Contact:** Jeff Straub, Interim City Manager

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| <b>1. INTRODUCTION/PURPOSE</b> |
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Texas Mission of Mercy (TMOM) is a program of the Texas Dental Association Smiles Foundation, which seeks to educate the public about oral health, enhance the public image of dentistry, and improve access to dental care for the citizens of Texas. Partnered with the Capital Area Dental Society and with the help of Williamson County community organizations, the Texas Dental Association Smiles Foundation will provide emergent and primary dental care to over 800 Texans who otherwise have no access to oral health care. All services are free on a first come bases. They have been volunteering in Williamson County since 2003.

This year, the Texas Mission of Mercy will be August 1<sup>st</sup> and 2<sup>nd</sup> at the East Side High School in Georgetown.

|                                      |
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| <b>2. DESCRIPTION/ JUSTIFICATION</b> |
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Over 100 residents of Taylor have already signed up to be screened for dental services.

In 2010, the TMOM was conducted in Taylor. The estimated amount of donated care provided to the patients was \$311,576. At that time, the City of Taylor approved a contribution of \$2,000 to this program.

Each community in Williamson County is being encouraged to assist with the funding of this event. All the dental services are free but there are costs for food, electricity and general event expenses.

### **3. FINANCIAL/BUDGET**

The TMOM is requesting financial participation from the City of Taylor in the amount of \$2,500. These funds will be paid from General Fund Reserves.

### **4. TIMELINE CONSIDERATIONS**

ASAP

### **5. RECOMMENDATION**

Staff recommends approval

### **6. REFERENCE FILES**

10a. [Request Letter](#)

Mr. Jeff Straub  
Interim City Manager  
City of Taylor  
400 Porter Street  
Taylor, Texas 76574

Re: FY 2014 Request City of Taylor for \$2,500

Texas Mission of Mercy (TMOM) is a program of the Texas Dental Association Smiles Foundation, which seeks to educate the public about oral health, enhance the public image of dentistry, and improve access to dental care for the citizens of Texas. Partnered with the Capital Area Dental Society and with the help of Williamson County community organizations, the Texas Dental Association Smiles Foundation will provide emergent and primary dental care to over 800 Texans who otherwise have no access to oral health care. All services are free on a first come bases. They have been volunteering in Williamson County since 2003.

Taylor summer of 2010

The Texas Mission of Mercy (TMOM) conducted their dental event in 2010 in Taylor by providing care to 873 patients. TMOM is a dental mission that brings hundreds of dentists, dental professionals and volunteers together to restore smiles. The patients treated are truly in need of basic dental care with little or no means to receive care. Many of their patients have been in pain for months due to their dental problems. TMOM is able to address a wide range of dental needs including basic dental care, missing front teeth, cleanings, and filling cavities, all with the goal of restoring dignity reflected in the patient's new beautiful smile. TMOM is part of the Texas Dental Association Smiles Foundation that assists in providing free dental clinic several times a year at various locations in the state of Texas. In Taylor, the estimated amount of donated care provided to the patients was \$311,576. It takes everyone in the community to make this a success thanks for being interested.

Summer 2014

The Texas Mission of Mercy will be August 1<sup>st</sup> and 2<sup>nd</sup> at the East Side High School in Georgetown and over 100 residents of Taylor have already signed up to be screened for dental services.

Each community in Williamson County is encouraged to assist with the funding of this event. All the dental services are free but we must pay for food, eclectic and general event expenses.

We are in hopes that the City of Taylor will assist us in this effort.

Sincerely,

*Tino Hernandez*

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Tino Hernandez  
Community Chair  
Williamson County TMOM



***City Council Meeting  
June 12, 2014  
Agenda Item Transmittal***

**Agenda Item #:** 11  
**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

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| <b>1. INTRODUCTION/PURPOSE</b> |
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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.

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| <b>2. DESCRIPTION/ JUSTIFICATION</b> |
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| <b>3. FINANCIAL/BUDGET</b> |
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| <b>4. TIMELINE CONSIDERATIONS</b> |
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| <b>5. RECOMMENDATION</b> |
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| <b>6. REFERENCE FILES</b> |
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11a. [Continuous list](#)

Current topics still to be addressed:

Gonzales:

- more discussions regarding a strategic plan; 5 year plan: **May 22 meeting; upcoming mtg**
- a city facilities assessment
- cemetery streets addressed: **added to the CIP**
- board volunteer recognition/appreciation event: **in planning stage**

Hill:

- List of streets maintained by TxDot for public information

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.
- Consider a “vacant building fee” and guidelines for downtown Main Street properties **Ordinance at city attorney’s office.**
- 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
- review results of the TEEEX Community Strategic Plan and begin to develop City plan **Options for Strategic Plan facilitation will be presented at an upcoming council mtg.**
- More diversity for board volunteers; Summit of leaders

Other topics of interest included

- CIP Program/Plan with timeline and funding obligations noted for future planning



***City Council Meeting  
June 12, 2014  
Agenda Item Transmittal***

**Agenda Item #:** 12  
**Agenda Title:** Executive Session: Sec. 551.074; Personnel  
**Council Action to be taken:** Discuss personnel issues regarding the City Manager Position  
**Initiating Department:** City Council  
**Staff Contact:** Mayor

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| <b>1. INTRODUCTION/PURPOSE</b> |
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| <b>2. DESCRIPTION/ JUSTIFICATION</b> |
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The Taylor City Council will conduct a closed meeting under Section 551.074 of the Texas Government Code in order to discuss issues relating to the position of the City Manager.

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| <b>3. FINANCIAL/BUDGET</b> |
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| <b>4. TIMELINE CONSIDERATIONS</b> |
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| <b>5. RECOMMENDATION</b> |
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| <b>6. REFERENCE FILES</b> |
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12a. [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 12, 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:

- |                                     |         |                                                                                                                                                                                    |
|-------------------------------------|---------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/>            | 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.                                                |
| <input checked="" type="checkbox"/> | 551.072 | To conduct deliberations regarding the purchase, exchange, lease, or value of real property.                                                                                       |
| <input checked="" type="checkbox"/> | 551.074 | Regarding personnel matters                                                                                                                                                        |
| <input checked="" type="checkbox"/> | 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





***City Council Meeting  
June 12, 2014  
Agenda Item Transmittal***

**Agenda Item #:** 13  
**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**

13 a. [Executive Session form](#)



***City Council Meeting  
June 12, 2014  
Agenda Item Transmittal***

**Agenda Item #:** 13  
**Agenda Title:** Executive Session.  
**Council Action to be taken:** Discuss disposition of real property  
**Initiating Department:** City Council  
**Staff Contact:** Mayor

**1. INTRODUCTION/PURPOSE**

**2. DESCRIPTION/ JUSTIFICATION**

The Taylor City Council will conduct a closed meeting under Section 551.072 of the Texas Government Code in order to discuss the disposition, purchase, exchange, lease or value of real property.

**3. FINANCIAL/BUDGET**

**4. TIMELINE CONSIDERATIONS**

**5. RECOMMENDATION**

**6. REFERENCE FILES**

12a. [Executive Session form](#)