

AGENDA

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

MARCH 28, 2019, 6:00 P.M.

CALL TO ORDER AND DECLARE A QUORUM

INVOCATION

PLEDGE OF ALLEGIANCE

PROCLAMATION

1. National Crime Victim's Rights Week

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.)

2. Approve minutes from the March 14, 2019 Council meeting. (Dianna Barker)
3. Concur with preliminary financials for February 2019 (Rosemarie Dennis)
4. Consider Ordinance No. 2019-07 establishing a records and information management program and re-adopt the Texas State Library and Archives Commission retention schedules.
5. Consider entering into an agreement with Langford Management Services to submit a grant application for a Safe Routes to School Grant, and consider Resolution R19-11, approving submission of the application to the Texas Department of Transportation. (Jim Gray)
6. Consider Ordinance 2019-10 for voluntary annexation by SJPW Ranch Investments, LLC of a tract of land 54.04 acres, more or less, in size generally located at the northwest intersection of FM 619 and CR 412. (Tom Yantis)
7. Approve Resolution R19-12 for Authorized Signatories. (Rosemarie Dennis)
8. Approve Agreement with RCR Rail Park for sewer line analysis. (Jeff Jenkins)

PUBLIC HEARINGS / ORDINANCES

9. Conduct Public Hearing and consider introducing Ordinance 2019-11 to rezone approximately 0.0991 acres, addressed as 404 East 3rd Street, Taylor, Williamson County, Texas, from Light Industrial (M-1) to Mixed Use District – Downtown Neighborhood (DN). (Tom Yantis)

REGULAR AGENDA; REVIEW/DISCUSS AND CONSIDER ACTION

10. Consideration and action with respect to an "Ordinance Authorizing the Issuance of the City of Taylor, Texas Combination Tax and Revenue Certificates of Obligation, Series 2019; Levying an Ad Valorem Tax and Pledging Certain Surplus Revenues in Support of the Certificates; Approving an Official Statement, a Paying Agent/Registrar Agreement and other Agreements Relating to the Sale and Issuance of the Certificates; and Ordaining. Other Matters Relating to the Issuance of the Certificates." (Rosemarie Dennis, Jennifer Ritter, Bart Fowler)
11. Consider approving the contract for the Police Department's Computer Aided Dispatch (CAD) and Records Management System (RMS) to Superior LLC. (Chief Fluck)
12. Receive Capital Improvement Projects (CIP) update (Kelly Kaatz)
13. Consider Bid Award for the 4th Street Pedestrian Improvements Project. (Jacob Walker)
14. Consider Ordinance No. 2019-12 amending Ordinance 2013-01 to change the number of board members on the Parks & Recreation Board from 11 to 8 (7 members + 1 student member). (Dianna Barker)
15. Consider Ordinance No. 2019-13 amending Ordinance 98-28, changing the number of board members on the Main Street Advisory Board to seven, and changing specific professional positions to 'preferred' professional positions. (Dianna Barker)
16. Consider amending the Boards & Commission Handbook to include a provision for appointing Officers within each Board and a provision for providing City Council with excusable absences of members. (Dianna Barker)
17. Consider Reappointments to the TIF Board for the Williamson County Representative seat and the TISD Representative seat, and appoint TIF Board Chairman. (Dianna Barker)
18. Receive update on Holiday Inn Express Hotel construction. (Nimesh Patel)
19. Consider revision of unattended children Library policy (Karen Ellis)

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

- a. SADYA Capital, LLC, 380 Agreement

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

- a. Windy Ridge

ADJOURN

The Council may vote and/or act upon each of the items listed in this Agenda. The Council reserves the right to retire into executive session concerning any of the items listed on this Agenda, whenever it is considered necessary and legally justified under the Open Meetings Act including: Section 551.071 (Consult with attorney); Section 551.072 (Real Property); Section 551.073 (Gifts and Donations); Section 551.074 (Personnel Matters); Section 551.076 (Security Devices); and Section 551.087 (Economic Development). I certify that the notice of meeting was posted in the Taylor City Hall Lobby before 6:00 p.m. on March 25, 2019 and remained posted for at least 72 hours continuously before the scheduled time

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

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

Posted By:  Date 3-25-19
Dianna Barker, City Clerk



***City Council Meeting
March 28, 2019
Transmittal Letter***

STRATEGIC PILLAR

- ☐ Streets/Infrastructure
- ☒ Quality of Life
- ☐ Economic Vitality

Agenda Item #: 1

Agenda Title: National Crime Victims' Rights Week

Council Action to be taken: Read and present proclamation

Department Submitted: Police Department

Staff Contact: Henry Fluck, Chief of Police

1. PURPOSE/DESCRIPTION

The purpose of this item is to raise awareness of victims' rights during the National Crime Victims' Rights Week program.

2. STAFF ANALYSIS (How and Why)

National Crime Victims' Rights Week is being held this year from April 7-13, 2019. The theme this year is "Honoring our past. Creating hope for the future". A Ceremony will be held on April 10, 2019, at 10:00 AM, at the new Williamson County Annex Building behind the Child Advocacy Center in Georgetown. Cities from within the county are invited to join the commissioners by presenting a proclamation from our city expressing a renewal of commitment to crime victims.

3. RECOMMENDATION

To allow Mayor Rydell an opportunity to present a proclamation from the City.

4. FUNDING SOURCE

N/A

5. TIMELINE

N/A

6. PRIOR COUNCIL ACTIONS TAKEN

N/A

7. OTHER OPTIONS (In order of preference)
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N/A

8. ATTACHMENTS

1a [Proclamation](#)

Proclamation

National Crime Victims' Rights Week April 7 – 13, 2019

Whereas, Americans are the victims of 20 million crimes each year, affecting individuals and our communities; and

Whereas, providing services to meet the needs of victims of crime is essential to supporting our communities; and

Whereas, we all must make an effort to expand the circle of those who provide support to victims in need and provide them the resources needed; and

Whereas, healthcare professionals, community leaders, faith organizations, educators, and businesses can provide links between victims and services that improve their quality of life; and

Whereas, National Crime Victims' Rights Week provides an opportunity to remind us to continue to support our victim responders and continue to expand the circle and network to reach all victims.

Now, therefore, I, Brandt Rydell, as Mayor of the City of Taylor, Texas, do hereby proclaim the week of April 7–13, 2019 as

Crime Victims' Rights Week

and reaffirm our commitment to support services to assist all victims of crime during Crime Victims' Rights Week and throughout the year.

PROCLAIMED this the 28th day of March 2019.

Brandt Rydell, Mayor
City of Taylor, Texas



***City Council Meeting
March 28, 2019
Transmittal Letter***

STRATEGIC PILLAR

☐ Streets/Infrastructure

☒ Quality of Life

☐ Economic Vitality

Agenda Item #: 2
Agenda Title: Approve minutes from March 14, 2019 regular meeting
Council Action to be taken: Approve by consent or approve with corrections if needed
Department Submitted: City Clerk
Staff Contact: Dianna Barker

1. PURPOSE/DESCRIPTION

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

2. STAFF ANALYSIS (Why and How)

N/A

3. RECOMMENDATION

Approve as submitted or amend with changes noted.

4. FUNDING SOURCE

N/A

5. TIMELINE

N/A

6. PRIOR COUNCIL ACTIONS TAKEN

N/A

7. OTHER OPTIONS (In order of preference)
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N/A

8. ATTACHMENTS

2a. [March 14, 2019 minutes](#)

City of Taylor
Regular City Council Meeting
Taylor City Hall, Council Chambers, 400 Porter Street
March 14, 2019 at 6:00 p.m.

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

Council Member Dwayne Ariola
Council Member Robert Garcia
Council Member Mitch Drummond
Mayor Pro Tem Christine Lopez

Jeff Jenkins, Interim City Manager
Ted Hejl, City Attorney
Dianna Barker, City Clerk

INVOCATION – Father Alberto Borrueal gave the invocation.

PLEDGE OF ALLEGIANCE

CAR SHOW PROCEEDS CHECK PRESENTATION – Brad Duncan, Chairman of the Main Street Car Show, presented a check resulting from proceeds at the 2018 Car Show to Good Life.

CITIZENS COMMUNICATION

Wilbert Vorwerk, 3000 Davis St. – concerned about the look of the cemetery. Roads need to be paved and stones need to be reset. Also concerned about discrepancy in speed limits around town.

BOARDS & COMMISSION PRESENTATION

1. Update from Animal Control Board.

Melanie Rathke, Chairman of the Animal Control Board, briefly went over what the Board has accomplished in 2018 and what they are looking to do in 2019.

Motion was made by Councilmember Garcia to receive the Animal Control and Appeals Board presentation as presented. Motion was made by Councilmember Drummond. Motion carried unanimously.

CONSENT AGENDA

- 2. Approve minutes from the February 28, 2019 regular City Council meeting and the March 7, 2019 special called City Council meeting. (Dianna Barker)**
- 5. Consider approval of the submission of a grant application to the Department of Homeland Security – FEMA for FY 2018 Staffing for Adequate Fire and Emergency Response (SAFER) grant program. (Chief Ekiss)**

Councilmember Garcia asked to pull items 3 and 4 for separate consideration so that he could abstain from voting due to him being on the Main Street Board.

Motion was made by Mayor Pro-Tem Lopez to approve consent agenda items 2 and 5 as presented. Motion was seconded by Councilmember Ariola. Motion carried unanimously.

3. **Approve Resolution R19-06 regarding temporary street closures for Main Street activities and events in 2019. (Debbie Charbonneau)**
4. **Approve request from Main Street Advisory Board to sell wine and beer and to allow consumption throughout the festival area for the 2019 Blackland Prairie Days and the Main Street Car Show (Debbie Charbonneau)**

Motion was made by Mayor Pro-Tem Lopez to approve consent agenda items 3 and 4 as presented. Motion was seconded by Councilmember Drummond. Motion carried 4 to 1 with Councilmember Garcia abstaining.

Mayor Rydell moved item #10 up on the agenda to accommodate Chief Baum's family.

10. Confirm Fire Chief Appointment.

Jeff Jenkins read a brief bio and introduced Daniel Baum as the new Fire Chief. Chief Baum's start date will be April 22, 2019. Mr. Jenkins also recognized outgoing Fire Chief Pat Ekiss for his service and commitment to the City of Taylor.

Motion was made by Councilmember Ariola to confirm the appointment of Daniel Baum as Fire Chief for the City of Taylor. Motion was seconded by Councilmember Garcia. Motion carried unanimously.

PUBLIC HEARING/ORDINANCES

6. Consider introducing Ordinance No. 2019-08 establishing a records and information management program and re-adopt the Texas State Library and Archives Commission retention schedules.

Dianna Barker, City Clerk, introduced an ordinance that replaces an Ordinance from 1991 establishing a Records Management Program/Policy and re-adopting the necessary retention schedules from the Texas State Library and Archives Commission (TSLAC). Since the state regulations regarding the retention and handling of government documents and retention periods for those documents have been updated, the city's ordinance needs to be updated. Also presented was a Records Management Program/Policy that reflects state regulations and adopt the necessary retention schedules.

The City Attorney read the caption of the ordinance.

ORDINANCE 2019-08

AN ORDINANCE PROVIDING FOR THE ESTABLISHMENT OF A RECORDS AND INFORMATION MANAGEMENT PROGRAM FOR THE CITY OF TAYLOR, TEXAS; DESIGNATING THE CITY CLERK AS THE RECORDS MANAGEMENT OFFICER AND PROVIDING OWNERSHIP OF MUNICIPAL RECORDS; PROVIDING FOR DESTRUCTION OF ORIGINAL PUBLIC RECORDS AND FOR ALL OTHER MUNICIPAL RECORDS, REPEALING ALL ORDINANCES IN CONFLICT HERewith TO THE EXTENT OF SUCH CONFLICT; PROVIDING A SAVINGS CLAUSE AND CONTAINING OTHER PROVISION RELATING OT THE SUBJECT AND DECLARING AN EMERGENCY IN ITS ENACTMENT.

Ordinance was introduced. No action was taken.

7. **Consider introducing Ordinance No. 2019-12 amending Ordinance 2013-01 to change the number of board members on the Parks & Recreation Board from 12 to 8 (7 members + 1 student member).**

Dianna Barker, City Clerk, introduced Ordinance 2019-12 and stated that at the February 28, 2019 City Council meeting, Council requested staff to research the process of reducing the total number of Parks & Recreation Board members from 12 members (11 regular + 1 student) down to 8 members (7 regular + 1 student), reducing the total number of members to 9 regular members + 1 student member for the first year or until the next scheduled appointments, then reducing the total number of members to 7 regular members + 1 student member for the second year and thereafter. Councilmember Garcia stated he feels the Council is moving too fast on the reduction of members, and if the Council decided to reduce the number of members that it not take effect until January 2020. Mayor Pro-Tem Lopez stated the reduction of members is due to attrition, not necessarily the members' attendance at the meetings.

The City Attorney read the caption of the ordinance.

ORDINANCE NO. 2019-12

AN ORDINANCE OF THE CITY OF TAYLOR, TEXAS, AMENDING ORDINANCE 2013-01 ESTABLISHING THE PURPOSE, COMPOSITION AND TERM OF THE PARKS AND RECREATION ADVISORY BOARD BY ELIMINATING SEATS, REDUCING THE NUMBER OF BOARD MEMBERS FROM 11 TO 7 PLUS A STUDENT REPRESENTATIVE; PROVIDING A SAVINGS CLAUSE.

Ordinance was introduced. No action was taken.

8. **Consider introducing Ordinance No. 2019-13 amending Ordinance 98-28, changing the number of board members on the Main Street Advisory Board from 11 to 7, and changing specific professional positions to 'preferred' professional positions.**

Dianna Barker, City Clerk, introduced Ordinance 2019-13 and stated that at the February 28, 2019 City Council meeting, Council requested staff to research the process of reducing the total number of Main Street Advisory Board members from 11 members down to 7 members, and to change specific professional positions to 'preferred' professional positions. The reduction in the number of Board members is to create a more manageable Board.

The City Attorney read the caption of the ordinance.

ORDINANCE NO. 2019-13

AN ORDINANCE OF THE CITY OF TAYLOR, TEXAS, AMENDING ORDINANCE 98-28 ESTABLISHING THE PURPOSE, COMPOSITION AND TERM OF THE MAIN STREET ADVISORY BOARD BY REDUCING THE NUMBER OF BOARD MEMBERS FROM ELEVEN TO SEVEN; AND BY PROVIDING LANGUAGE FOR SPECIFIC PROFESSIONAL POSITIONS; PROVIDING A SAVINGS CLAUSE.

Ordinance was introduced. No action was taken.

9. **Consider a petition for voluntary annexation by SJPW Ranch Investments, LLC. and introduce Ordinance 2019-10 annexing a tract of land 54.04 acres, more or less, in size generally located at the northeast intersection of FM 619 and CR 412.**

Tom Yantis, Development Services Director, stated the City received a petition for voluntary annexation for the subject property from SJPW Ranch Investments. Staff recommended accepting the petition and introducing the ordinance annexing the property.

The City Attorney read the caption of the ordinance.

ORDINANCE NO. 2019-10

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 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 FILING WITH THE WILLIAMSON COUNTY CLERK; AND PROVIDING AN EFFECTIVE DATE.

Ordinance was introduced. No action was taken.

REGULAR AGENDA; REVIEW/DISCUSS AND CONSIDER ACTION

11. **Presentation regarding the proposed RCR Rail Park Taylor.**

Tom Yantis, Development Services Director, introduced Mark Sjolander and Hydie McAlister, the developer of the proposed RCR Rail Park Taylor. Ms. McAlister gave a pre-development presentation of the Rail Park. They hope to break ground in 60 days and have stage one complete by early fall.

Motion was made by Mayor Pro-Tem Lopez to receive the RCR Rail Park presentation as presented.

Motion was seconded by Councilmember Drummond. Motion carried unanimously.

The Council took a break at 7:00P.M.

The Council reconvened at 7:10P.M.

12. **Consider fund projects for Street Rebuilds, Downtown Streets, Utility and MDUS projects.**

Jim Gray, Public Works Director, stated this item is related to the 2019 Infrastructure Bond, and specifically identified needs for street reconstruction, drainage improvements, and utility improvements. Staff presented a list of priority projects and recommended council approve the selection of priority projects as presented for 2019 Infrastructure Bond issuance.

Dan Franz with Halff Associates briefly went over the drainage improvements portion of the presentation and recommended projects for Edmonds St. Phase 2 & 3, 1st Ave, Royal St., Walnut, and McLain Street.

Jacob Walker with HDR Engineering went over the Street Rebuild and Utility Bond portions of the presentation and gave a ranking of streets recommended for reconstruction; portions of N. Lynn St., W. Lake Dr., Wabash St., 3rd St., Edmond St. phase 2 & 3.

Motion was made by Mayor Pro-Tem Lopez to approve the selection of priority projects as presented for 2019 Infrastructure Bond issuance. Motion was seconded by Councilmember Garcia. Motion carried unanimously.

13. Consider amending the contract with Westar Construction to add additional street work on 3rd Street.

Jacob Walker with HDR Engineering stated that due to multiple utility relocations in the last year, the ½ block segment of 3rd Street from Porter Street to 210 feet east, beyond the Skate Park needs to be reconstructed. An exhibit demonstrating the proposed reconstruction limits and geometry was presented. Utilizing Westar to construct this portion of 3rd Street provides construction cost savings since Westar is still mobilized and on-site at the Skate Park. HDR recommended amending contract with Westar Construction through Change Order to the 2018 Skate Park Project to include reconstruction of ½ block of 3rd Street near the Skate Park for \$118,052.00.

Motion was made by Mayor Pro-Tem Lopez to amend the contract with Westar Construction through Change Order to the 2018 Skate Park Project to include reconstruction of ½ block of 3rd Street near the Skate Park for \$118,052.00. Motion was seconded by Councilmember Garcia. Motion carried unanimously.

14. Receive Comprehensive Annual Financial Report (CAFR) for FY 2017/2018.

Rosemarie Dennis, Finance Director, introduced Mike Brooks, auditor with BrooksWatson & Company. Mr. Brooks presented the results of the audit and responded to questions the Council had in reference to the audit process and the financial information in the CAFR. The City received an Unmodified Opinion, which is the highest level of assurance. Staff recommended the Council receive and accept the report as presented.

Motion was made by Councilmember Ariola to receive the CAFR report as presented. Motion was seconded by Councilmember Garcia. Motion carried unanimously.

15. Receive update on ATMOS Right-of-Way clearance project.

This item was postponed until April 25, 2019.

16. Staff report on upcoming spring city-wide and neighborhood cleanup.

Tom Yantis, Development Services Director, stated the Neighborhood Clean Up will be from 8:00 am until noon on Saturday, April 13th. Items accepted or not accepted will be on the city's website. The neighborhood selected for the Neighborhood Clean Up is Maple and S. Doak Street from Pecan Street to W. Rio Grande Street. The Clean Up will involve local residents, volunteers from

civic groups and religious organizations, City staff, and businesses who are available to help that day.

Motion was made by Councilmember Ariola to receive the spring city-wide and neighborhood cleanup report as presented. Motion was seconded by Mayor Pro-Tem Lopez. Motion carried unanimously.

17. Discussion and possible direction to staff regarding surplus city-owned property.

Tom Yantis stated staff has completed an inventory of all city-owned property and has identified 17 properties that may be considered as surplus. Staff is seeking direction from Council on the disposition of those properties currently owned by the City, but which are not needed for municipal purposes. Staff is also seeking direction on any parameters that the Council would like to set for how the properties are sold and any restrictions on the use of the properties after sale.

Debbie Hoffman with Habitat for Humanity stated her organization would be interested in working together with the city to utilize the properties for affordable housing.

Council gave direction to Mr. Yantis to sit down with Ms. Hoffman and the Housing Authority to discuss which properties they would be interested in and then come back to Council about the remaining properties. No action taken.

Mayor Rydell read the executive session meeting announcement and adjourned into executive session at 8:59p.m.

Executive Session I. The Taylor City Council will conduct a closed executive meeting under Section 551.087 of the Texas Government Code in order to (1) discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision.

- a. Project 63349

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

- a. Windy Ridge

The Council reconvened into regular session at 9:25p.m.

No action was taken.

Regular City Council Meeting Minutes

March 14, 2019

7

ADJOURN

With no further action Mayor Rydell declared the meeting adjourned at 9:25p.m.

ATTEST:

Dianna Barker, City Clerk

Brandt Rydell, Mayor



City Council Meeting March 28, 2019

STRATEGIC PILLAR

- ☐ Streets/Infrastructure
- ☐ Quality of Life
- ☒ Economic Vitality

Agenda Item #: 3

Agenda Title: Concur with preliminary financials for February 2019

Council Action to be taken: Approve by consent

Department Submitted: Finance Department

Staff Contact: Rosemarie Dennis, Finance Director

1. PURPOSE/DESCRIPTION

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

2. STAFF ANALYSIS AND RECOMMENDATION (Why and How)

The reporting period is as of February 2019. The following provides a brief overview on the preliminary status and/or activity of the major funds or groups of funds as of February 28, 2019:

Just some brief comments on the status of the funds are provided is as follows:

General Fund:

Revenue			Expenditures			Net Profit/Loss
Adopted Budget	Actual Y-T-D	% Y-T-D	Adopted Budget	Actual Y-T-D	% Y-T-D	
\$ 13,599,739	\$ 9,139,087	67%	\$ 13,599,739	\$ 5,521,589	41%	\$ 3,617,498

- Revenues to date are \$8,191,759, up by 11.6% over last year's collection year-to-date. The increased collections are primarily due to seasonal property tax and sales tax collections. The majority of revenue collected in February were received through property tax. Property tax collection peaked in December through February as expected and reported to be at 99% of the budgeted ad valorem revenue for the year. Revenue collected are reported to be at 67% of the budget.

- Property tax collections including delinquent and penalty property tax collections, amount to \$6,460,241 through February. This is an increase of \$485,240 or 8% over this same time last year.
- Sales taxes collections were \$1,415,593 through February, up by \$42,432 or 3% when compared to this same time last year. Sales tax collection continue to trend upward.
- Franchise tax collections as of February is \$250,053, up by \$20,784 or 9% when compared to last year.
- Permits and Licenses collection is report to be at \$135,852, up by \$16,972 or 14.3% from the previous year. This increase is seen in building permit compared to the previous year. Information on the number of permits issued can be found in the Development Services monthly reports.
- Fines and forfeitures as of February is reported to be at \$109,770, down by \$22,375 or 16.9% over this same time last year. This decrease is the result of a decrease in citation issued.
- Expenditures to date are \$5,521,589, up by \$654,297 or 13.4% over last year's expense year-to-date. Increases over the prior year include planned adjustments to base items that were added to the budget by various department within the General Fund. Expenditures are performing at an acceptable level year-to-date. Revenues exceed expenditures by \$3,617,498.

Special Revenue Funds;

	Revenue			Expenditures			Net Profit/Loss
	Adopted Budget	Actual Y-T-D	% Y-T-D	Adopted Budget	Actual Y-T-D	% Y-T-D	
Special Revenues							
- Tax Increment Fund (TIF)	\$ 317,620	\$ 8,716	3%	\$ 707,556	\$ 103,989	15%	\$ (95,273)
- Hotel/Motel Tax	\$ 82,963	\$ 31,179	38%	\$ 75,000	\$ 20,463	27%	\$ 10,716
- Main St. Revenue	\$ 67,600	\$ 18,090	27%	\$ 67,500	\$ 5,508	8%	\$ 12,582
- Municipal Court Sec/Tech	\$ 34,044	\$ 7,146	21%	\$ 11,496	\$ 10,574	92%	\$ (3,428)
- Library Grants/Donations	\$ 5,390	\$ 4,368	81%	\$ -	\$ 4,410	-100%	\$ (42)
Subtotal	\$ 507,617	\$ 69,499	14%	\$ 861,552	\$ 144,944	17%	\$ (75,445)

- The only activity reported fore revenue is earned interest income of \$8,716, which TIF funds are being invested and can be found in the monthly investment report. Expenditures in the TIF are related to the Gateway signage and debt service payment transfers.
- Hotel occupancy tax collection is from the five lodging providers which is reported at \$31,180 year-to-date. \$5,399 was collected in February. Hotel occupancy tax collected is up by \$99 or less than 1% over the prior year. Expenditures consist of \$19,213 as a pass through to the Chamber and \$1,250 is transferred to the Main Street to be used for advertisement.

- The revenues reported in the Main Street are from sales and other fund raising activities which are the Christmas bazar and wine swirl to include transfers from other funds to be used by the Main Street. Expenditures are from the two businesses for rental assistance in the amount of \$1,375, advertising \$533 and façade grant of \$3,600.
- Municipal Court Special Revenues are down from this same time last year by \$2,291. Expenditures are for security work at the Municipal Court.
- Library Donation Fund reflects revenues generated from interest income of \$2,642 and donations received in the amount of \$186 and the Library received a small grant from the Texas Inter-Library grant in the amount of \$1,540. \$4,410 were spent on library books.

Proprietary Funds:

	Revenue			Expenditures			Net Profit/Loss
	Adopted Budget	Actual Y-T-D	% Y-T-D	Adopted Budget	Actual Y-T-D	% Y-T-D	
Sanitation Fund	\$ 1,769,924	\$ 670,597	38%	\$ 1,757,030	\$ 707,256	40%	\$ (36,659)
Utility Fund	\$ 9,886,767	\$ 3,731,782	38%	\$ 8,978,350	\$ 2,594,340	29%	\$ 1,137,442
Airport Fund	\$ 497,826	\$ 167,960	34%	\$ 482,577	\$ 145,891	30%	\$ 22,069
Cemetery Op. Fund	\$ 220,220	\$ 76,128	35%	\$ 206,446	\$ 72,320	35%	\$ 3,808

Sanitation Fund-

- Charges for services year-to-date are reported at \$598,182 with franchise tax at \$72,415. Expenditures represents a payment to the City's solid waste provider. February's payment to the solid waste provider is \$130,155, year-to date at \$598,182. Billing is one month in arrears for this reason revenues will lag behind.

Utility Fund-

- Revenues through February totaled \$3,731,782, while expenditures totaled \$2,594,340. Year-to-date revenues are higher compared to last year by \$295,686 or 8.6%. This is due to the rate increase in water and sewer rates. Water consumption relatively remains flat.
- All departments within the Utility Fund are operating at acceptable levels.
- Revenues exceed expenditures by \$1,137,442, an increase from last year by \$124,684 or 12.3%.

Airport Fund-

- Revenues consist of airport hangar rental, sale of fuel and interest income. Hangar rental is reported to be at \$92,404, which is up from this same time last year by \$21,703 or 30.7%. This increase is due to the rental rate increase and the additional rental hangers that were built through the TxDot Aviation grant. Revenues from fuel sales are \$62,910, which is down from prior year by \$12,753 or 16.9%.

Interest income earned from bond funds are \$9,575, an increase over last year by \$4,797.

- Operating expenditures when compared to last year are up by \$16,232 or 12.5% over the prior year. The Airport Fund are operating at an acceptable level. Revenues exceed expenditures by \$22,069.

Cemetery Fund-

- The Cemetery Fund was budgeted in the deficit with expenditures exceeding revenues. Revenue are reported at \$76,128 year-to-date, up by \$22,057 or 40.7% over this same time last year. Majority of the increase in revenues are due to increase in cemetery lot sales and the rate increases for cemetery lots. Expenditures are on track and performing as anticipated. Operational expenditures exceeds revenue by \$3,808.

Other Funds:

	Revenue			Expenditures			Net Profit/Loss
	Adopted Budget	Actual Y-T-D	% Y-T-D	Adopted Budget	Actual Y-T-D	% Y-T-D	
Roadway Impact Fund	\$ 36,480	\$ 12,636	35%	-	-	0%	\$ 12,636
Transportation Fund	\$ 793,698	\$ 301,677	38%	760,000	421,129	55%	\$ (119,452)
MDUS	\$ 501,085	\$ 189,276	38%	\$ 460,508	77,608	17%	\$ 111,668
Utility Impact Fund	\$ 200,640	\$ 68,390	34%	-	-	0%	\$ 68,390

- Roadway Impact Fund - Revenues collected year-to-date for roadway impact fees totaled \$12,636 with February collections at \$8,640. No expenditures budgeted.
- Transportation Fund - For the month of February, the Transportation User Fee is reported at \$65,834 with year-to-date at \$301,677. Expenditures are associated with engineering cost and the cost for the work done for street maintenance.
- MDUS- What is reflected for revenues year-to-date is \$189,276 with February revenue at \$40,711. Expenditures are related to the transfer to the General Fund and debt service payment transfers.
- Utility Impact Fund- Revenues represents \$40,786 in water impact fee with sewer impact fee at \$27,604. No expenditures are budgeted.

Internal Service Funds:

	Revenue			Expenditures			Net Profit/Loss
	Adopted Budget	Actual Y-T-D	% Y-T-D	Adopted Budget	Actual Y-T-D	% Y-T-D	
Fleet Service Operating Fund	\$ 670,394	\$ 280,028	42%	\$ 674,160	\$ 267,420	40%	\$ 12,608
Fleet Replacement Fund	\$ 535,554	\$ 234,082	44%	\$ 535,554	491,247	92%	\$ (257,165)

- The Fleet Operating Fund and the Fleet Replacement Fund are all operated by various departments that are charged rental fees and replacement fees which are transferred to the funds to off- set the expenditures for repairs and maintenance to the City's vehicles. This same concept is applied to the Fleet Replacement Fund.
- Expenditures in the Fleet Operating Fund are operating as anticipated.
- The Fleet Replacement Fund reflects expenditures includes carryovers from the previous year relates to the Fire Pumper truck, radios, CAD system and record management system and capital lease payments that are made either on a monthly, quarterly or annually throughout the year.

3. FUNDING SOURCE

N/A

4. TIMELINE CONSIDERATIONS

Immediate consideration.

5. OTHER OPTIONS (In order of preference)

N/A

6. ATTACHMENTS

3a. [Preliminary Financials as of February 2019:](#)

- **Attachment A:** Preliminary summaries of the total amounts of revenues and expenditures as of the month of February 2019.
- **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 revenues and expenditures categories.
- **Attachment C:** Checks issued during the month of February.
- **Attachment D:** Balance sheets for each of the operating funds.
- **Attachment E:** Sales Tax Tracking Report.
- **Attachment F:** Current investments year-to-date reported by Patterson & Associates.

Monthly Finance Report as of :

February 2019

02/28/19

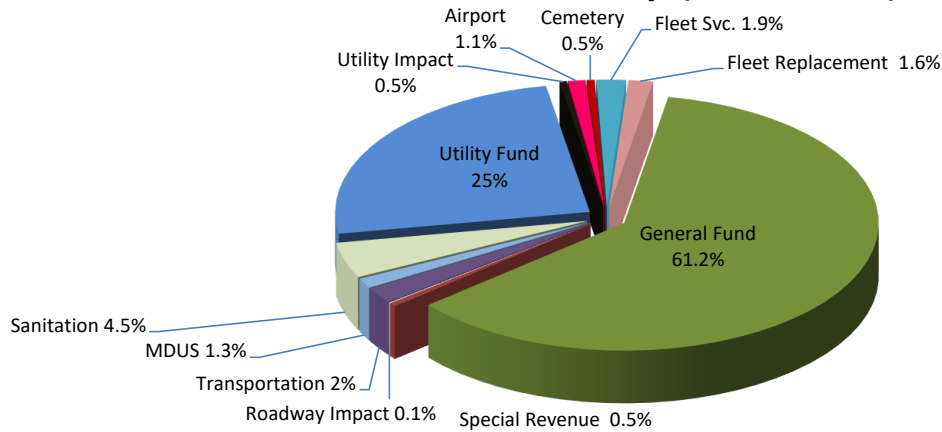
Attachment A

Financial Summary

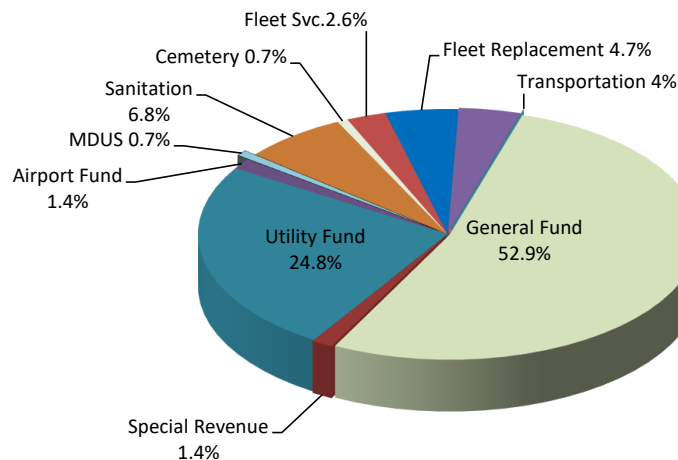
Summary Revenue/Expenditures
Preliminary Year-to-Date as of February 28, 2019

	Revenue			Expenditures			
	Adopted Budget	Actual Y-T-D	% Y-T-D	Adopted Budget	Actual Y-T-D	% Y-T-D	Net Profit/Loss
General Fund	\$ 13,599,739	\$ 9,139,087	67%	\$ 13,599,739	\$ 5,521,589	41%	\$ 3,617,498
Special Revenues							
- Tax Increment Fund (TIF)	\$ 317,620	\$ 8,716	3%	\$ 707,556	\$ 103,989	15%	\$ (95,273)
- Hotel/Motel Tax	\$ 82,963	\$ 31,179	38%	\$ 75,000	\$ 20,463	27%	\$ 10,716
- Main St. Revenue	\$ 67,600	\$ 18,090	27%	\$ 67,500	\$ 5,508	8%	\$ 12,582
- Municipal Court Sec/Tech	\$ 34,044	\$ 7,146	21%	\$ 11,496	\$ 10,574	92%	\$ (3,428)
- Library Grants/Donations	\$ 5,390	\$ 4,368	81%	\$ -	\$ 4,410	-100%	\$ (42)
Subtotal	\$ 507,617	\$ 69,499	14%	\$ 861,552	\$ 144,944	17%	\$ (75,445)
Roadway Impact Fund	\$ 36,480	\$ 12,636	35%	\$ -	\$ -	0%	\$ 12,636
Transportation Fund	\$ 793,698	\$ 301,677	38%	\$ 760,000	\$ 421,129	55%	\$ (119,452)
MDUS	\$ 501,085	\$ 189,276	38%	\$ 460,508	\$ 77,608	17%	\$ 111,668
Sanitation Fund	\$ 1,769,924	\$ 670,597	38%	\$ 1,757,030	\$ 707,256	40%	\$ (36,659)
Utility Fund	\$ 9,886,767	\$ 3,731,782	38%	\$ 8,978,350	\$ 2,594,340	29%	\$ 1,137,442
Utility Impact Fund	\$ 200,640	\$ 68,390	34%	\$ -	\$ -	0%	\$ 68,390
Airport Fund	\$ 497,826	\$ 167,960	34%	\$ 482,577	\$ 145,891	30%	\$ 22,069
Cemetery Op. Fund	\$ 220,220	\$ 76,128	35%	\$ 206,446	\$ 72,320	35%	\$ 3,808
Fleet Service Operating Fund	\$ 670,394	\$ 280,028	42%	\$ 674,160	\$ 267,420	40%	\$ 12,608
Fleet Replacement Fund	\$ 535,554	\$ 234,082	44%	\$ 535,554	\$ 491,247	92%	\$ (257,165)
Total	\$ 29,219,944	\$ 14,941,142	51%	\$ 28,315,916	\$ 10,443,744	37%	\$ 4,497,398

Total Revenue Summary (\$14,941,142)



Total Expenditure Summary (\$10,443,744)



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

Transportation Fund

Municipal Utility Drainage Fund

Sanitation Fund

Utility Fund

Utility Impact Fund

Airport Fund

Cemetery Operating Fund

Fleet Services Operating Fund

Fleet Replacement Fund

FINANCIAL STATEMENT

AS OF: FEBRUARY 28TH, 2019

100-GENERAL FUND
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
310-TAXES		10,669,969.00	1,717,119.42	8,125,902.09	76.16	0.00	2,544,066.91
320-PERMITS AND LICENSES		292,544.00	66,198.20	135,852.07	46.44	0.00	156,691.93
330-INTERGOVERNMENTAL REV		145,041.00	2,626.20	31,122.75	21.46	0.00	113,918.25
340-CHARGES FOR SERVICES		288,340.00	29,369.00	88,521.57	30.70	0.00	199,818.43
410-FINES AND FORFEITURES		394,200.00	33,616.22	109,769.81	27.85	0.00	284,430.19
420-ASSESSMENTS		25,500.00	4,916.35	6,527.38	25.60	0.00	18,972.62
430-USE OF MONEY AND PROP		170,945.00	26,118.74	128,464.77	75.15	0.00	42,480.23
440-DONATIONS FROM PRIVAT		4,000.00	225.00	110,626.53	765.66	0.00	(106,626.53)
450-INTERFUND OPERATING T		1,609,200.00	0.00	402,300.00	25.00	0.00	1,206,900.00
460-PROCEEDS GEN FIXED AS		0.00	0.00	0.00	0.00	0.00	0.00
470-PROCEEDS GEN LONG TER		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
*** TOTAL REVENUES ***		13,599,739.00	1,880,189.13	9,139,086.97	67.20	0.00	4,460,652.03
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
500-CITY COUNCIL		144,079.00	11,002.25	70,481.23	48.92	0.00	73,597.77
501-CITY MANAGEMENT		613,060.00	36,196.12	339,905.62	55.44	0.00	273,154.38
503-PUBLIC INFORMATION		147,735.00	14,554.42	62,512.51	42.31	0.00	85,222.49
504-HUMAN RESOURCES		260,963.00	20,939.79	90,621.16	34.73	0.00	170,341.84
512-FINANCIAL SERVICES		649,454.00	47,821.23	257,060.03	39.58	0.00	392,393.97
516-MUNICIPAL COURT		380,822.00	32,155.56	159,985.70	42.01	0.00	220,836.30
522-DEVELOPMENT SERVICES		885,362.00	60,626.49	309,846.38	35.04	389.00	575,126.62
524-MAIN STREET PROGRAM		92,992.00	6,888.04	60,571.91	65.14	0.00	32,420.09
527-MOODY MUSEUM		8,014.00	468.96	4,160.33	51.91	0.00	3,853.67
532-PUBLIC LIBRARY		516,059.00	38,205.95	173,086.22	35.47	9,939.82	333,032.96
542-FIRE SUPPRESSION/EMER		2,575,246.00	179,305.39	996,054.34	40.56	48,425.07	1,530,766.59
552-POLICE FIELD SERVICES		3,734,810.00	285,635.90	1,517,019.71	42.14	56,667.60	2,161,122.69
558-ANIMAL CONTROL SECTIO		210,165.00	13,534.67	90,364.37	44.93	4,065.95	115,734.68
563-STREET & GROUND MAIN		1,491,818.00	123,203.18	611,145.24	41.87	13,455.42	867,217.34
565-PARKS & RECREATION		867,532.00	45,485.11	280,916.59	36.92	39,369.09	547,246.32
566-INTERNAL SVCS/BLDG		472,760.00	89,610.86	250,778.85	53.38	1,571.19	220,409.96
573-ENGINEERING & INSPECT		125,283.00	15,038.90	61,362.92	48.98	0.00	63,920.08
575-INTERNAL SVC/IT DEPT		159,315.00	13,735.54	70,088.15	44.42	685.00	88,541.85
592-NON-DEPARTMENTAL		<u>264,270.00</u>	<u>1,396.20</u>	<u>115,627.28</u>	<u>75.69</u>	<u>84,394.50</u>	<u>64,248.22</u>
*** TOTAL EXPENDITURES ***		13,599,739.00	1,035,804.56	5,521,588.54	42.50	258,962.64	7,819,187.82
		=====	=====	=====	=====	=====	=====
*** TOTAL PROFIT / (LOSS) ***		0.00	844,384.57	3,617,498.43	0.00	(258,962.64)	(3,358,535.79)
		=====	=====	=====	=====	=====	=====

FINANCIAL STATEMENT

AS OF: FEBRUARY 28TH, 2019

119-TIF (TAX INCREMENT FUND)
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
310-TAXES		195,108.00	0.00	0.00	0.00	0.00	195,108.00
330-INTERGOVERNMENTAL REV		115,512.00	0.00	0.00	0.00	0.00	115,512.00
430-USE OF MONEY AND PROP		<u>7,000.00</u>	<u>837.96</u>	<u>8,715.51</u>	<u>124.51</u>	<u>0.00</u>	<u>(1,715.51)</u>
*** TOTAL REVENUES ***		317,620.00	837.96	8,715.51	2.74	0.00	308,904.49
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
520-TIF EXPENSES		<u>707,556.00</u>	<u>91,242.96</u>	<u>103,988.69</u>	<u>14.70</u>	<u>0.00</u>	<u>603,567.31</u>
*** TOTAL EXPENDITURES ***		707,556.00	91,242.96	103,988.69	14.70	0.00	603,567.31
		=====	=====	=====	=====	=====	=====
*** TOTAL PROFIT / (LOSS) ***		(389,936.00)	(90,405.00)	(95,273.18)	24.43	0.00	(294,662.82)
		=====	=====	=====	=====	=====	=====

FINANCIAL STATEMENT

AS OF: FEBRUARY 28TH, 2019

120-HOTEL/MOTEL FUND
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
310-TAXES		82,963.00	5,398.82	31,179.57	37.58	0.00	51,783.43
420-ASSESSMENTS		0.00	0.00	0.00	0.00	0.00	0.00
430-USE OF MONEY AND PROP		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
*** TOTAL REVENUES ***		82,963.00	5,398.82	31,179.57	37.58	0.00	51,783.43
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
612-HOTEL/MOTEL TAX		<u>75,000.00</u>	<u>4,376.24</u>	<u>20,463.35</u>	<u>27.28</u>	<u>0.00</u>	<u>54,536.65</u>
*** TOTAL EXPENDITURES ***		75,000.00	4,376.24	20,463.35	27.28	0.00	54,536.65
		=====	=====	=====	=====	=====	=====
*** TOTAL PROFIT / (LOSS) ***		7,963.00	1,022.58	10,716.22	134.58	0.00	(2,753.22)
		=====	=====	=====	=====	=====	=====

FINANCIAL STATEMENT

AS OF: FEBRUARY 28TH, 2019

123-MAIN STREET REVENUE FUND
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
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	0.00	0.00	0.00	0.00
440-	DONATIONS FROM PRIVAT	18,000.00	425.00	5,689.95	31.61	0.00	12,310.05
450-	INTERFUND OPERATING T	<u>49,600.00</u>	<u>0.00</u>	<u>12,400.00</u>	<u>25.00</u>	<u>0.00</u>	<u>37,200.00</u>
***	TOTAL REVENUES ***	67,600.00	425.00	18,089.95	26.76	0.00	49,510.05
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
615-	CONTRIBUTE TO CIVIC P	<u>67,500.00</u>	<u>625.00</u>	<u>5,507.65</u>	<u>8.16</u>	<u>0.00</u>	<u>61,992.35</u>
***	TOTAL EXPENDITURES ***	67,500.00	625.00	5,507.65	8.16	0.00	61,992.35
		=====	=====	=====	=====	=====	=====
***	TOTAL PROFIT / (LOSS) ***	100.00	(200.00)	12,582.30	582.30	0.00	(12,482.30)
		=====	=====	=====	=====	=====	=====

FINANCIAL STATEMENT

AS OF: FEBRUARY 28TH, 2019

125-MUNICIPAL CRT SPECIAL FEE
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
410-FINES AND FORFEITURES		34,044.00	1,840.55	7,146.82	20.99	0.00	26,897.18
450-INTERFUND OPERATING T		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
*** TOTAL REVENUES ***		34,044.00	1,840.55	7,146.82	20.99	0.00	26,897.18
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
625-MUNICIPAL COURT BLDG		9,489.00	0.00	10,573.69	111.43	0.00	(1,084.69)
626-MUNICIPAL CRT TECHNO		2,007.00	0.00	0.00	386.95	7,766.00	(5,759.00)
627-MUN COURT JUDICIAL		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
*** TOTAL EXPENDITURES ***		11,496.00	0.00	10,573.69	159.53	7,766.00	(6,843.69)
		=====	=====	=====	=====	=====	=====
*** TOTAL PROFIT / (LOSS) ***		22,548.00	1,840.55	(3,426.87)	49.64-	(7,766.00)	33,740.87
		=====	=====	=====	=====	=====	=====

FINANCIAL STATEMENT

AS OF: FEBRUARY 28TH, 2019

129-LIBRARY GRANT/DONATION
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
330-	INTERGOVERNMENTAL REV	1,150.00	0.00	1,539.59	133.88	0.00	(389.59)
430-	USE OF MONEY AND PROP	4,240.00	513.74	2,641.93	62.31	0.00	1,598.07
440-	DONATIONS FROM PRIVAT	<u>0.00</u>	<u>0.00</u>	<u>186.00</u>	<u>0.00</u>	<u>0.00</u>	<u>(186.00)</u>
***	TOTAL REVENUES ***	5,390.00	513.74	4,367.52	81.03	0.00	1,022.48
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
624-	LIBRARY	<u>0.00</u>	<u>48.18</u>	<u>4,410.38</u>	<u>0.00</u>	<u>0.00</u>	<u>(4,410.38)</u>
***	TOTAL EXPENDITURES ***	0.00	48.18	4,410.38	0.00	0.00	(4,410.38)
		=====	=====	=====	=====	=====	=====
***	TOTAL PROFIT / (LOSS) ***	5,390.00	465.56	(42.86)	0.80-	0.00	5,432.86
		=====	=====	=====	=====	=====	=====

FINANCIAL STATEMENT

AS OF: FEBRUARY 28TH, 2019

200-ROADWAY IMPACT FEE FUND
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
420-ASSESSMENTS		<u>36,480.00</u>	<u>8,640.00</u>	<u>12,636.32</u>	<u>34.64</u>	<u>0.00</u>	<u>23,843.68</u>
***	TOTAL REVENUES ***	36,480.00	8,640.00	12,636.32	34.64	0.00	23,843.68
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
631-ROADWAY IMPACT FEE		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
***	TOTAL EXPENDITURES ***	0.00	0.00	0.00	0.00	0.00	0.00
		=====	=====	=====	=====	=====	=====
***	TOTAL PROFIT / (LOSS) ***	36,480.00	8,640.00	12,636.32	34.64	0.00	23,843.68
		=====	=====	=====	=====	=====	=====

FINANCIAL STATEMENT

AS OF: FEBRUARY 28TH, 2019

210-TRANSPORTATION FUND
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
340-	CHARGES FOR SERVICES	<u>793,698.00</u>	<u>65,833.69</u>	<u>301,677.12</u>	<u>38.01</u>	<u>0.00</u>	<u>492,020.88</u>
***	TOTAL REVENUES ***	<u>793,698.00</u>	<u>65,833.69</u>	<u>301,677.12</u>	<u>38.01</u>	<u>0.00</u>	<u>492,020.88</u>
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
632-	TRANSPORTATION	<u>760,000.00</u>	<u>3,567.91</u>	<u>421,129.42</u>	<u>55.41</u>	<u>0.00</u>	<u>338,870.58</u>
***	TOTAL EXPENDITURES ***	<u>760,000.00</u>	<u>3,567.91</u>	<u>421,129.42</u>	<u>55.41</u>	<u>0.00</u>	<u>338,870.58</u>
		=====	=====	=====	=====	=====	=====
***	TOTAL PROFIT / (LOSS) ***	<u>33,698.00</u>	<u>62,265.78</u>	<u>(119,452.30)</u>	<u>354.48-</u>	<u>0.00</u>	<u>153,150.30</u>
		=====	=====	=====	=====	=====	=====

FINANCIAL STATEMENT

AS OF: FEBRUARY 28TH, 2019

300-MUNICIPAL DRAINAGE UTILIT
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
330-	INTERGOVERNMENTAL REV	0.00	0.00	0.00	0.00	0.00	0.00
340-	CHARGES FOR SERVICES	501,085.00	40,710.59	189,276.46	37.77	0.00	311,808.54
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	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
***	TOTAL REVENUES ***	501,085.00	40,710.59	189,276.46	37.77	0.00	311,808.54
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
750-	MUNICIPAL DRAINAGE	<u>460,508.00</u>	<u>187.27</u>	<u>77,608.43</u>	<u>16.85</u>	<u>0.00</u>	<u>382,899.57</u>
***	TOTAL EXPENDITURES ***	460,508.00	187.27	77,608.43	16.85	0.00	382,899.57
		=====	=====	=====	=====	=====	=====
***	TOTAL PROFIT / (LOSS) ***	40,577.00	40,523.32	111,668.03	275.20	0.00	(71,091.03)
		=====	=====	=====	=====	=====	=====

FINANCIAL STATEMENT

AS OF: FEBRUARY 28TH, 2019

320-SANITATION FUND
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
310-TAXES		220,040.00	16,242.89	72,415.13	32.91	0.00	147,624.87
340-CHARGES FOR SERVICES		<u>1,549,884.00</u>	<u>130,154.60</u>	<u>598,181.55</u>	<u>38.60</u>	<u>0.00</u>	<u>951,702.45</u>
*** TOTAL REVENUES ***		1,769,924.00	146,397.49	670,596.68	37.89	0.00	1,099,327.32
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
721-SANITATION/GARBAGE		<u>1,757,030.00</u>	<u>135,933.52</u>	<u>707,256.25</u>	<u>40.25</u>	<u>0.00</u>	<u>1,049,773.75</u>
*** TOTAL EXPENDITURES ***		1,757,030.00	135,933.52	707,256.25	40.25	0.00	1,049,773.75
		=====	=====	=====	=====	=====	=====
*** TOTAL PROFIT / (LOSS) ***		12,894.00	10,463.97	(36,659.57)	284.31-	0.00	49,553.57
		=====	=====	=====	=====	=====	=====

FINANCIAL STATEMENT

AS OF: FEBRUARY 28TH, 2019

340-PUBLIC UTILITIES FUND
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
320-PERMITS AND LICENSES		1,200.00	175.00	550.00	45.83	0.00	650.00
330-INTERGOVERNMENTAL REV		0.00	0.00	0.00	0.00	0.00	0.00
340-CHARGES FOR SERVICES		9,737,214.00	780,929.93	3,632,735.75	37.31	0.00	6,104,478.25
420-ASSESSMENTS		47,560.00	11,868.00	25,890.00	54.44	0.00	21,670.00
430-USE OF MONEY AND PROP		99,793.00	30,965.52	72,115.16	72.26	0.00	27,677.84
450-INTERFUND OPERATING T		0.00	0.00	0.00	0.00	0.00	0.00
460-PROCEEDS GEN FIXED AS		1,000.00	91.04	491.40	49.14	0.00	508.60
470-PROCEEDS GEN LONG TER		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
*** TOTAL REVENUES ***		9,886,767.00	824,029.49	3,731,782.31	37.75	0.00	6,154,984.69
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
701-UTILITIES ADMINISTRAT		483,698.00	33,582.17	183,315.27	37.90	0.00	300,382.73
706-WASTEWATER TREATMENT		590,476.00	44,051.58	234,345.10	41.50	10,676.00	345,454.90
708-UTILITY DISTRIBUTION/		1,464,847.00	111,151.55	570,357.05	39.32	5,614.50	888,875.45
709-UTILITIES NON-DEPARTM		<u>6,439,329.00</u>	<u>146,541.03</u>	<u>1,606,323.04</u>	<u>24.95</u>	<u>0.00</u>	<u>4,833,005.96</u>
*** TOTAL EXPENDITURES ***		8,978,350.00	335,326.33	2,594,340.46	29.08	16,290.50	6,367,719.04
		=====	=====	=====	=====	=====	=====
*** TOTAL PROFIT / (LOSS) ***		908,417.00	488,703.16	1,137,441.85	123.42	(16,290.50)	(212,734.35)
		=====	=====	=====	=====	=====	=====

FINANCIAL STATEMENT

AS OF: FEBRUARY 28TH, 2019

345-UTILITY IMPACT FEE FUND
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
340-	CHARGES FOR SERVICES	<u>200,640.00</u>	<u>50,118.00</u>	<u>68,390.00</u>	<u>34.09</u>	<u>0.00</u>	<u>132,250.00</u>
***	TOTAL REVENUES ***	<u>200,640.00</u>	<u>50,118.00</u>	<u>68,390.00</u>	<u>34.09</u>	<u>0.00</u>	<u>132,250.00</u>
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
592-	NON-DEPARTMENTAL	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
***	TOTAL EXPENDITURES ***	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
		=====	=====	=====	=====	=====	=====
***	TOTAL PROFIT / (LOSS) ***	<u>200,640.00</u>	<u>50,118.00</u>	<u>68,390.00</u>	<u>34.09</u>	<u>0.00</u>	<u>132,250.00</u>
		=====	=====	=====	=====	=====	=====

FINANCIAL STATEMENT

AS OF: FEBRUARY 28TH, 2019

350-AIRPORT FUND
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
330-INTERGOVERNMENTAL REV		4,000.00	0.00	0.00	0.00	0.00	4,000.00
340-CHARGES FOR SERVICES		480,826.00	28,562.49	156,088.94	32.46	0.00	324,737.06
420-ASSESSMENTS		0.00	0.00	2,296.14	0.00	0.00	(2,296.14)
430-USE OF MONEY AND PROP		13,000.00	1,863.99	9,574.54	73.65	0.00	3,425.46
440-DONATIONS FROM PRIVAT		0.00	0.00	0.00	0.00	0.00	0.00
450-INTERFUND OPERATING T		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
*** TOTAL REVENUES ***		497,826.00	30,426.48	167,959.62	33.74	0.00	329,866.38
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
732-AIRPORT OPERATIONS DE		<u>482,577.00</u>	<u>31,431.43</u>	<u>145,890.68</u>	<u>30.23</u>	<u>0.00</u>	<u>336,686.32</u>
*** TOTAL EXPENDITURES ***		482,577.00	31,431.43	145,890.68	30.23	0.00	336,686.32
		=====	=====	=====	=====	=====	=====
*** TOTAL PROFIT / (LOSS) ***		15,249.00	(1,004.95)	22,068.94	144.72	0.00	(6,819.94)
		=====	=====	=====	=====	=====	=====

FINANCIAL STATEMENT

AS OF: FEBRUARY 28TH, 2019

370-CEMETERY OPERATING FUND
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
330-	INTERGOVERNMENTAL REV	0.00	0.00	0.00	0.00	0.00	0.00
340-	CHARGES FOR SERVICES	108,268.00	8,720.00	42,240.00	39.01	0.00	66,028.00
430-	USE OF MONEY AND PROP	4,302.00	100.00	555.00	12.90	0.00	3,747.00
440-	DONATIONS FROM PRIVAT	0.00	0.00	0.00	0.00	0.00	0.00
450-	INTERFUND OPERATING T	14,500.00	0.00	1,313.41	9.06	0.00	13,186.59
460-	PROCEEDS GEN FIXED AS	<u>93,150.00</u>	<u>4,657.50</u>	<u>32,019.30</u>	<u>34.37</u>	<u>0.00</u>	<u>61,130.70</u>
***	TOTAL REVENUES ***	220,220.00	13,477.50	76,127.71	34.57	0.00	144,092.29
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
761-	CEMETERY OPERATING DE	<u>206,446.00</u>	<u>14,070.00</u>	<u>72,319.86</u>	<u>35.03</u>	<u>0.00</u>	<u>134,126.14</u>
***	TOTAL EXPENDITURES ***	206,446.00	14,070.00	72,319.86	35.03	0.00	134,126.14
		=====	=====	=====	=====	=====	=====
***	TOTAL PROFIT / (LOSS) ***	13,774.00	(592.50)	3,807.85	27.65	0.00	9,966.15
		=====	=====	=====	=====	=====	=====

FINANCIAL STATEMENT

AS OF: FEBRUARY 28TH, 2019

382-FLEET SERVICES OPERATING
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
340-	CHARGES FOR SERVICES	670,394.00	55,864.00	279,320.00	41.67	0.00	391,074.00
420-	ASSESSMENTS	0.00	0.00	0.00	0.00	0.00	0.00
430-	USE OF MONEY AND PROP	0.00	0.00	707.52	0.00	0.00	(707.52)
450-	INTERFUND OPERATING T	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
***	TOTAL REVENUES ***	670,394.00	55,864.00	280,027.52	41.77	0.00	390,366.48
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
517-	FLEET SERVICES	<u>674,160.00</u>	<u>59,612.40</u>	<u>267,419.87</u>	<u>41.25</u>	<u>10,701.35</u>	<u>396,038.78</u>
***	TOTAL EXPENDITURES ***	674,160.00	59,612.40	267,419.87	41.25	10,701.35	396,038.78
		=====	=====	=====	=====	=====	=====
***	TOTAL PROFIT / (LOSS) ***	(3,766.00)	(3,748.40)	12,607.65	50.62-	(10,701.35)	(5,672.30)
		=====	=====	=====	=====	=====	=====

C I T Y O F T A Y L O R
FINANCIAL STATEMENT
AS OF: FEBRUARY 28TH, 2019

384-FLEET REPLACEMENT FUND
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
340-	CHARGES FOR SERVICES	535,554.00	0.00	213,063.00	39.78	0.00	322,491.00
420-	ASSESSMENTS	0.00	0.00	0.00	0.00	0.00	0.00
430-	USE OF MONEY AND PROP	0.00	3,787.61	19,663.69	0.00	0.00	(19,663.69)
450-	INTERFUND OPERATING T	0.00	0.00	0.00	0.00	0.00	0.00
460-	PROCEEDS GEN FIXED AS	0.00	1,355.75	1,355.75	0.00	0.00	(1,355.75)
470-	PROCEEDS GEN LONG TER	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
***	TOTAL REVENUES ***	535,554.00	5,143.36	234,082.44	43.71	0.00	301,471.56
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
518-	EQUIPMENT REPLACEMENT	<u>535,554.00</u>	<u>77,308.46</u>	<u>491,246.65</u>	<u>245.21</u>	<u>821,988.21</u>	<u>(777,680.86)</u>
***	TOTAL EXPENDITURES ***	535,554.00	77,308.46	491,246.65	245.21	821,988.21	(777,680.86)
		=====	=====	=====	=====	=====	=====
***	TOTAL PROFIT / (LOSS) ***	0.00	(72,165.10)	(257,164.21)	0.00	(821,988.21)	1,079,152.42
		=====	=====	=====	=====	=====	=====

02/28/19

Attachment C
COUNCIL REPORT

CHECKS POSTED IN FEBRUARY 2019

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	GENERAL FUND	AFLAC	AFLAC FEB. 2019 INVOICE	2,216.73
		AT&T	LOCAL REIMB/REFUND	0.00
		CINCINNATI LIFE INS. CO.	LIFE INSURANCE PREMIUMS	52.00
		CLIFFORD, PENNY CHRISTINE c/o TX CHILD	CAUSE # 12-1678-FC4	253.20
			CAUSE # 12-1678-FC4	253.20
		AUTOMATED COLLECTION SERVICES INC	SLAZENBY 522-51-5161	88.36
			SLAZENBY 522-51-5161	88.36
		RUIZ, PATRICIA %TX CHILD SUPPORT SDU	01-0456 R RUIZ JR CHILD SU	163.85
			01-0456 R RUIZ JR CHILD SU	163.85
		DEBORAH B LANGEHENNING	SHELTON CASE NO. 18-11452	670.62
			SHELTON CASE NO. 18-11452	827.54
		HERRERA, EDITH D %ARIZONA SUPPORT PAYM	VINCENT CLIFFORD CS FOR DE	237.46
			VINCENT CLIFFORD CS FOR DE	237.46
		MISCELLANEOUS SLAUGHTER, RIX	Bond Refund:CT001354 -01	250.00
		EVANS, RICKY WAYNE	Bond Refund:E0017000 -01	116.00
		SARAH CANALES	SARAH CANALES: PAVILION RE	100.00
		LOPEZ, SHUREEM	01-0436 D AVILES CHILD SUP	26.31
			01-0436 D AVILES CHILD SUP	26.31
		McCREARY, VESELKA, BRAGG & ALLEN PC	CC FEES JANUARY 2019	901.46
		NATIONWIDE RETIREMENT SOLUTIONS	NATIONWIDE CONTRIBUTIONS	2,098.06
			NATIONWIDE CONTRIBUTIONS	2,098.06
		PRE-PAID LEGAL SERVICES, INC. DBA LEGA	PRE-PAID LEGAL PREMIUMS	250.20
			ADD EMP. / L. FOOS	18.95
		SCOTT & WHITE HEALTHCARE	HEALTH PREMIUMS	15,820.50
			HEALTH PREMIUMS	304.62
		CITIZENS NATIONAL BANK	FEDERAL WITHHOLDING	22,210.15
			FEDERAL WITHHOLDING	22,004.15
			FICA CONTRIBUTIONS AND MAT	15,937.50
			FICA CONTRIBUTIONS AND MAT	15,519.04
			MEDICARE CONTRIB AND MATCH	3,727.34
			MEDICARE CONTRIB AND MATCH	3,629.44
		TAYLOR ECONOMIC DEV.CORP.	FEB 2019 STATE SALES TAX	103,654.37
		TEXAS MUNICIPAL RETIREMENT SYSTEMS	TMRS CONTRIBUTIONS	18,580.52
			TMRS CONTRIBUTIONS	18,108.92
			TEDC TMRS CONT FEB 2019	3,062.40
		UNITED WAY OF WILLIAMSON COUNTY	UNITED WAY CONTRIBUTIONS	70.00
			UNITED WAY CONTRIBUTIONS	70.00
		UNUM LIFE INS CO OF AMERI	LIFE INSURANCE PREMIUMS	634.21
		U S DEPT OF EDUCATION	SLAZENBY 522-51-5161	132.54
			SLAZENBY 522-51-5161	132.54
		TAYLOR PROFESSIONAL FIREFIGHTER ASSOCI	ACCT #2091015 TAYLOR FF AS	583.00
		KIRK, SARA DENISE	01-0282 SHANE NEWELL CHILD	138.46
			01-0282 SHANE NEWELL CHILD	138.46
		SUN LIFE ASSURANCE COMPANY	DENTAL PAYABLE	2,525.10
		SELECT BENEFITS GROUP INC. DBA DENTAL	MARCH 2019 VISION INVOICE	223.20
			TOTAL:	258,344.44
CITY COUNCIL	GENERAL FUND	MARCO'S PIZZA	COUNCIL SNACKS	13.98
		SIRLOIN STOCKADE	TISD JOINT MEETING	239.20
		TML INTERGOVERNMENTAL	FY 17/18 WC AUDIT	54.76
		VERIZON WIRELESS	CELL PHONE	171.04
		WAL-MART COMMUNITY/GEMB	COUNCIL SNACKS	29.66
			COUNCIL SNACKS	25.63
		NEW YORK PIZZA & PASTA	COUNCIL SNACKS	12.98
		HEJL & SCHROEDER, P.C.	LEGAL SRVCS FOR JANUARY 20	5,640.00
			LEGAL SERVICES	4,815.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT		
			TOTAL:	11,002.25		
CITY MANAGEMENT	GENERAL FUND	FED EX	MR. TURNER RECEPTION	23.54		
		HEB CREDIT RECEIVABLES	CUPCAKES FOR CITY MANAGER	187.56		
			I. TURNER RECEPTION FOR RE	123.58		
		LINCOLN	LTD FEB 2019 INVOICE	59.16		
			LTD MARCH 2019 INVOICE	29.16		
			TERM TURNER	30.00		
		MAIN STREET RENTAL INC	FAREWELL RECEPTION FOR I.	156.00		
		OFFICE DEPOT CORPORATION	CLOCK AND INK TONER	109.33		
			HIGHLIGHTERS	10.49		
			PAPER	57.84		
		SCOTT & WHITE HEALTHCARE	HEALTH PREMIUMS	3,326.85		
			TERM EMP/SPOUSE / TURNER	1,187.50-		
			ADD RETIREE/SPOUSE/TURNER	1,481.52		
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	784.12		
			FICA CONTRIBUTIONS AND MAT	614.52		
			MEDICARE CONTRIB AND MATCH	183.39		
			MEDICARE CONTRIB AND MATCH	143.72		
		2ND STREET FARM MARKET	ISACC'S RECEPTION	274.00		
		TML INTERGOVERNMENTAL	FY 17/18 WC AUDIT	47.65		
		TX TAG	SPLIT - (50%)	20.00		
		TEXAS MUNICIPAL RETIREMENT SYSTEMS	TMRS CONTRIBUTIONS	1,589.36		
			TMRS CONTRIBUTIONS	1,257.84		
		UNUM LIFE INS CO OF AMERI	FEB UNUM AD&D	49.60		
		VERIZON WIRELESS	CELL PHONE	128.28		
			IPADS	64.06		
		WAL-MART COMMUNITY/GEMB	CM OFFICE SPACE HEATER	18.84		
			LEAD TAYLOR LUNCH	153.57		
		TEXAS CITY MANAGEMENT ASSOCIATION	TCMA DUES I. TURNER	404.00		
			TCMA REGION 7 DUES JEFF JE	73.00		
		AMAZON.COM		16.99		
		EL CORRAL LOZANO	UPDATE MAYOR RYDELL & JEFF	21.93		
		SORTO'S GROUP LLC DBA MASFAJITAS	RETIREMENT RECEPTION I. TU	383.20		
		PAPERLESS POST	INVITATIONS FOR ISAAC TURN	110.00		
			INVITATIONS FOR ISAAC TURN	20.00		
		DOLLAR TREE STORES, INC	RETIREMENT FOR I. TURNER B	8.00		
		NEW YORK PIZZA & PASTA	LEAD TAYLOR LUNCH	199.75		
		THRALL COUNTRY DINER	LUNCH WITH D'AMORE JEFF &	58.77		
		APPLEBEE'S	LUNCH MEETING JEFF & TOM	26.63		
		DAHILL	XER/XWC7845 MAINT	55.28		
			XER/XWC7845 COLOR COPIES O	352.19		
			EQUIPMENT	55.28		
		SHRED-IT US JV LLC DBA SHRED-IT USA LL	SHREDDING SERVICES	585.16		
		ICMA-RC PLAN SPONSOR SERVICES	PLAN 307325	99.83		
		SUN LIFE ASSURANCE COMPANY	DENTAL INSURANCE	138.78		
		SELECT BENEFITS GROUP INC. DBA DENTAL	MARCH.2019 VISION INVOICE	17.64		
		COMMUNITY COFFEE COMPANY LLC	Coffee	6.99		
			Coffee	16.89		
			TOTAL:	12,326.79		
		PUBLIC INFORMATION	GENERAL FUND	DATAPROSE LLC	COMMUNITY CONN FEB 2019	996.00
				EVINS TEMPORARIES, INC.	COMM. SPECIALIST-KENDRA DU	862.40
	COMM. SPECIALIST-KENDRA DU			1,232.00		
COMM SPEC.-KENDRA DUBEE	1,232.00					
COMM. SPECIALIST-KENDRA DU	985.60					

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		OFFICE DEPOT CORPORATION	PAPER	6.90
		SHI GOVERNMENT SOLUTIONS	CREATIVE CLOUD	1,858.70
		STRATEGIC GOVERNMENT RESOURCES	PIOS 1/27-2/2/19 STACEY OS	2,244.55
			PIO EMPLOYEES 2/10-2/23/19	1,609.30
		TAYLOR PRESS	CHAMBER DIRECTORY	1,300.00
		TML INTERGOVERNMENTAL	FY 17/18 WC AUDIT	8.14
		VERIZON WIRELESS	CELL PHONE	85.52
		SWAGIT PRODUCTIONS, LLC	VIDEO STREAMING FEB. 2019	695.00
		AMAZON.COM	MICROSOFT SURFACE PRO	1,256.55
		MICROSOFT STORE	MICROSOFT OFFICE	107.17
		DAHILL	XER/XWC7845 COLOR COPIES O	42.03
		COMMUNITY COFFEE COMPANY LLC	Coffee	6.99
			Coffee	<u>16.58</u>
			TOTAL:	14,545.43
HUMAN RESOURCES	GENERAL FUND	TEXAS DEPARTMENT OF INFORMATION RESOUR	JANUARY 2019 HR	0.07
		FED EX	CIVIL SERVICE EXAM SHIPMEN	364.03
			FEDEX INTERVIEW FOLDERS	81.20
		LINCOLN	LTD FEB 2019 INVOICE	29.62
			LTD MARCH 2019 INVOICE	29.62
		OFFICE DEPOT CORPORATION	PAPER	10.91
			OFFICE SUPPLIES	67.25
		SHI GOVERNMENT SOLUTIONS	ADOBE ACROBAT PRO	163.28
		SCOTT & WHITE HEALTHCARE	HEALTH PREMIUMS	615.11
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	275.20
			FICA CONTRIBUTIONS AND MAT	280.00
			MEDICARE CONTRIB AND MATCH	64.36
			MEDICARE CONTRIB AND MATCH	65.48
		STRAUBEL, GERARD DBA:SPANISH LANGUAGE	2 SPANISH PROFICIENCY TEST	70.00
		TAYLOR OFFICE PRODUCTS INC	CHRIS G. NOTARY STAMP	28.00
		TML INTERGOVERNMENTAL	FY 17/18 WC AUDIT	13.53
		TEXAS MUNICIPAL RETIREMENT SYSTEMS	TMRS CONTRIBUTIONS	559.57
			TMRS CONTRIBUTIONS	568.97
		UNUM LIFE INS CO OF AMERI	FEB UNUM AD&D	24.02
		VERIZON WIRELESS	CELL PHONE	42.76
		COMPLIANCE ASSOCIATES,LP	FEB PRE-EMP DRUG SCREENING	261.57
		TEXAS RURAL WATER ASSOC	JOB AD UTILITY	105.00
		FIRST CHECK	PRE-EMP CHECK / JEFFREY WO	12.00
		DAHILL	XER/XWC7845 MAINT	55.28
			XER/XWC7845 COLOR COPIES O	66.45
			EQUIPMENT	55.28
		BAYLOR SCOTT & WHITE HEALTH	PRE-EMP PHYS/DARRELL RAY	113.50
		WAGE WORKS, INC. DBA CONEXIS	JAN. 2019 COBRA SERVICES	25.00
			DEC. 2018 COBRA SERVICES	25.00
		SUN LIFE ASSURANCE COMPANY	DENTAL INSURANCE	51.70
		PUBLIC SECTOR PERSONNEL CONSULTANTS, I	2019 COMPENSATION STUDY	7,500.00
		SELECT BENEFITS GROUP INC. DBA DENTAL	MARCH.2019 VISION INVOICE	7.20
		COMMUNITY COFFEE COMPANY LLC	Coffee	6.99
			Coffee	<u>16.58</u>
			TOTAL:	11,654.53
FINANCIAL SERVICES	GENERAL FUND	BEST WESTERN TAYLOR INN	J.WOOD FIRE CHIEF CANIDATE	214.68
		HEB CREDIT RECEIVABLES	FINANCE DIRECTOR INTERVIEW	7.20
		LINCOLN	LTD FEB 2019 INVOICE	72.32
			LTD MARCH 2019 INVOICE	72.32
		OFFICE DEPOT CORPORATION	PAPER	22.21

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			FY19/20 BUDGET SUPPLIES	262.35
		SHI GOVERNMENT SOLUTIONS	ADOBE ACROBAT PRO	163.28
		SIRLOIN STOCKADE	FINANCE DIRECTOR CANDIDATE	229.97
		SCOTT & WHITE HEALTHCARE	HEALTH PREMIUMS	2,460.44
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	673.68
			FICA CONTRIBUTIONS AND MAT	673.68
			MEDICARE CONTRIB AND MATCH	157.56
			MEDICARE CONTRIB AND MATCH	157.56
		STRATEGIC GOVERNMENT RESOURCES	FINANCE DIRECTOR COMPONENT	1,000.00
		TML INTERGOVERNMENTAL	FY 17/18 WC AUDIT	35.10
		TEXAS MUNICIPAL RETIREMENT SYSTEMS	TMRS CONTRIBUTIONS	1,358.62
			TMRS CONTRIBUTIONS	1,358.62
		UNUM LIFE INS CO OF AMERI	FEB UNUM AD&D	58.42
		VERIZON WIRELESS	CELL PHONE	42.76
			MODEM	32.03
		WAL-MART COMMUNITY/GEMB	BUDGET BINDERS	99.66
		WILLIAMSON CENTRAL APPRAISAL DISTRICT	WCAD-2ND QUARTER	13,310.25
		YP	YELLOW PAGES AD	25.00
		DAHILL	XER/XWC7845 MAINT	55.28
			XER/XWC7845 COLOR COPIES O	135.24
			X-PHASER 4622	46.95
			EQUIPMENT	55.28
		SUN LIFE ASSURANCE COMPANY	DENTAL INSURANCE	103.40
		SELECT BENEFITS GROUP INC. DBA DENTAL	MARCH.2019 VISION INVOICE	14.40
		PATTERSON CAPITAL MANAGEMENT DBA PATTE	INVESTMENT MANAGEMENT FEB2	2,000.00
		COMMUNITY COFFEE COMPANY LLC	Coffee	6.99
			Coffee	16.58
			TOTAL:	24,921.83
MUNICIPAL COURT	GENERAL FUND	AT&T	MUNICIPAL COURT	187.83
		BRINKS, INC.	FEBRUARY FSC-MUNICIPAL COU	683.69
			FEBRUARY FSC-MUNICIPAL COU	59.82
		TEXAS DEPARTMENT OF INFORMATION RESOUR	JANUARY 2019 MUNICIPAL COU	3.54
		TYLER TECHNOLOGIES, INC	COURT ON-LINE	100.00
		LINCOLN	LTD FEB 2019 INVOICE	40.96
			ADD AVILA	7.11
			LTD FEB 2019 INVOICE	40.96
		MARIACHCHIS DE JALISCO #3	WARRANTY ROUNDUP PCT 4 MEE	30.53
		OFFICE DEPOT CORPORATION	INK CARTRIDGE	238.40
		RELIANT ENERGY SOLUTIONS	MONTHLY ELECTRIC BILL	94.94
		SCOTT & WHITE HEALTHCARE	HEALTH PREMIUMS	2,460.44
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	471.19
			FICA CONTRIBUTIONS AND MAT	470.96
			MEDICARE CONTRIB AND MATCH	110.19
			MEDICARE CONTRIB AND MATCH	110.14
		TML INTERGOVERNMENTAL	FY 17/18 WC AUDIT	26.39
		TEXAS MUNICIPAL RETIREMENT SYSTEMS	TMRS CONTRIBUTIONS	766.38
			TMRS CONTRIBUTIONS	766.38
		TRANSUNION RISK AND ALTERNATIVE DATA S	TLD DEFENDANT LOCATOR JAN2	100.00
		ATMOS ENERGY	GAS-109 W. 5TH STREET	61.24
		UNUM LIFE INS CO OF AMERI	FEB UNUM AD&D	30.12
		VERIZON WIRELESS	CELL PHONE	292.75
			IPAD	32.03
		TEXAS MUNICIPAL COURTS EDUCATION CENTE	SPLIT - REGIONAL JUDGE SEM	200.00
			SPLIT - REGIONAL JUDGE LOD	100.00
			LEGISLATIVE UPDATE E.WALTO	100.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			LEGISLATIVE UPDATE M. ROBB	100.00
			LEGISLATIVE UPDATE E.AVILA	100.00
			LEGISLATIVE UPDATE	100.00
			COURT ADMIN SEMINAR E.WALT	309.00
		HAPPY BUDDHA JAPANESE STEAKHOUSE	KW MEALS	30.82
		MAMBO SEAFOOD	KW MEALS	21.92
		WILLIS, KERESA	REGIONAL CLERKS SEMINAR-HO	195.46
		NEOPOST USA INC	INK CARTRIDGE POSTAGE MACH	171.00
			POSTAGE LEASE	52.55
		OLIVE GARDEN KATY	KW MEALS	25.02
		CINTAS CORP DBA FIRST AID & SAFETY	MEDICAL SUPPLIES-109 W. 5T	44.60
		SUN LIFE ASSURANCE COMPANY	DENTAL INSURANCE	103.40
		HEJL & SCHROEDER, P.C.	LEGAL SRVCS FOR JANUARY 20	4,050.00
			MUNICIPAL COURT PROSECUTOR	3,150.00
		SELECT BENEFITS GROUP INC. DBA DENTAL	MARCH.2019 VISION INVOICE	14.40
		COMMUNITY COFFEE COMPANY LLC	Coffee	32.00
			TOTAL:	16,086.16
DEVELOPMENT SERVICES	GENERAL FUND	LINCOLN	LTD FEB 2019 INVOICE	123.33
			LTD MARH 2019 INVOICE	86.24
		OFFICE DEPOT CORPORATION	PAPER	22.31
		SCOTT & WHITE HEALTHCARE	HEALTH PREMIUMS	3,075.55
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	1,313.51
			FICA CONTRIBUTIONS AND MAT	1,126.38
			MEDICARE CONTRIB AND MATCH	307.20
			MEDICARE CONTRIB AND MATCH	263.42
		TAYLOR PRESS	ADVERTISEMENT FOR MOODY MU	65.63
			HOME PROGRAM BID CONST.	75.00
			HOME PROGRAM BID CONST.	75.00
		TML INTERGOVERNMENTAL	FY 17/18 WC AUDIT	70.11
		TEXAS MUNICIPAL RETIREMENT SYSTEMS	TMRS CONTRIBUTIONS	2,612.60
			TMRS CONTRIBUTIONS	2,243.58
		UNUM LIFE INS CO OF AMERI	FEB UNUM AD&D	70.63
			TERM ELABARGER	13.60-
			TERM T. BAIRD	10.21-
		VERIZON WIRELESS	CELL PHONE	256.56
			IPAD	64.06
		DAHILL	XER/XWC7845 MAINT	55.28
			XER/XWC7845 COLOR COPIES O	135.88
			EQUIPMENT	55.28
		SOUTH CENTRAL PLANNING & DEV. COMMISSI	MPN JAN. 2019	875.00
		EILEEN MERRIT INC. DBA ATS ENGINEERS,	ATS INSPECTION FEB. 2019	6,287.50
		SUN LIFE ASSURANCE COMPANY	DENTAL INSURANCE	155.10
		SELECT BENEFITS GROUP INC. DBA DENTAL	MARCH.2019 VISION INVOICE	21.60
		COMMUNITY COFFEE COMPANY LLC	Coffee	6.99
			Coffee	16.58
			TOTAL:	19,436.51
MAIN STREET PROGRAM 00	GENERAL FUND	LINCOLN	LTD FEB 2019 INVOICE	14.00
			ADD CHARBONNEAU	14.00
			LTD MARCH 2019 INVOICE	14.00
		OFFICE DEPOT CORPORATION	PAPER	10.62
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	135.64
			FICA CONTRIBUTIONS AND MAT	135.64
			MEDICARE CONTRIB AND MATCH	31.72
			MEDICARE CONTRIB AND MATCH	31.72

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		TML INTERGOVERNMENTAL	FY 17/18 WC AUDIT	6.12
		TEXAS MUNICIPAL RETIREMENT SYSTEMS	TMRS CONTRIBUTIONS	267.49
			TMRS CONTRIBUTIONS	267.49
		UNUM LIFE INS CO OF AMERI	FEB UNUM AD&D	11.20
		VERIZON WIRELESS	CELL PHONE	42.76
		N MAIN STORAGE LLC	FEB 28, 2019-SEPT 29, 2019	1,120.00
			UNIT H265 RENT 1/29/19-2/2	151.00
		DAHILL	XER/XWC7845 MAINT	55.28
			XER/XWC7845 COLOR COPIES O	64.68
			EQUIPMENT	55.28
		SUN LIFE ASSURANCE COMPANY	DENTAL INSURANCE	25.85
		SELECT BENEFITS GROUP INC. DBA DENTAL	MARCH.2019 VISION INVOICE	3.60
		COMMUNITY COFFEE COMPANY LLC	Coffee	6.99
			Coffee	<u>16.58</u>
			TOTAL:	2,481.66
CD-MOODY MUSEUM	GENERAL FUND	ADT SECURITY SERVICES INC	MARCH-MAY 2019 ADT	146.97
		RELIANT ENERGY SOLUTIONS	MONTHLY ELECTRIC BILL	254.73
		ATMOS ENERGY	JAN. 2019-114 W. 9TH STREE	35.23
		VERIZON WIRELESS	MIFI	<u>32.03</u>
			TOTAL:	468.96
PUBLIC LIBRARY	GENERAL FUND	AT&T	LIBRARY	329.77
			INTERNET	56.40
			INTERNET	1.21
			INTERNET	45.93
		AMERICAN LIBRARY ASSOC	MEMBERSHIP	72.00
		TEXAS DEPARTMENT OF INFORMATION RESOUR	JANUARY 2019 LIBRARY	2.19
		ELLIS, KAREN	OFFICE SUPPLIES	84.34
		INGRAM BOOK COMPANY	books	712.19
			books	73.91
			books	9.96
			books	355.37
			books	18.70
			books	33.06
			books	991.52
		MISCELLANEOUS DELIZIA LONGORIA	DELIZIA LONGORIA: REFUND	22.00
		KOETTER FIRE PROTECTION OF AUSTIN, LLC	FIRE PROTECTION	99.00
		LINCOLN	LTD FEB 2019 INVOICE	64.17
			LTD MARCH 2019 INVOICE	64.17
		MIDWEST TAPE	DVD'S	17.24
			DVD's	132.69
			DVD'S	64.46
			DVD's	54.72
			DVD's	14.99
			DVD's	22.49
		OFFICE DEPOT CORPORATION	Toner	918.81
			OFFICE SUPPLIES	79.87
			OFFICE SUPPLIES	12.19
			OFFICE SUPPLIES	59.82
		RECORDED BOOKS, INC.	Audio Books	82.20
			Audio Books	156.40
			Audio Books	181.20
		RELIANT ENERGY SOLUTIONS	MONTHLY ELECTRIC BILL	813.42
		SCOTT & WHITE HEALTHCARE	HEALTH PREMIUMS	1,845.30
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	658.05

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			FICA CONTRIBUTIONS AND MAT	657.29
			MEDICARE CONTRIB AND MATCH	153.91
			MEDICARE CONTRIB AND MATCH	153.73
		TML INTERGOVERNMENTAL	FY 17/18 WC AUDIT	35.83
		TEXAS MUNICIPAL RETIREMENT SYSTEMS	TMRS CONTRIBUTIONS	1,290.09
			TMRS CONTRIBUTIONS	1,288.60
		ATMOS ENERGY	Natural Gas-801 VANCE STRE	193.81
		UNUM LIFE INS CO OF AMERI	FEB UNUM AD&D	52.04
		VERIZON WIRELESS	CELL PHONE	42.76
		V-QUEST OFFICE MACHINES & SUPPLIES, LT	Color Laser Printer	359.95
		WAL-MART COMMUNITY/GEMB	Office Supplies	8.86
			Office/program supplies	18.60
			Office/Program Supplies	74.77
		CYBRARIAN CORPORATION	Jamex for print managemnt	2,924.00
		TEXAS LIBRARY ASSOCIATION	TLA CONFERNECE	345.00
			TLA CONFERENCE FOR KAREN	345.00
		ITUNES STORE	SOFTWARE	3.24
		SUN LIFE ASSURANCE COMPANY	DENTAL INSURANCE	77.55
		SELECT BENEFITS GROUP INC. DBA DENTAL	MARCH.2019 VISION INVOICE	14.40
			TOTAL:	16,189.17
FIRE DEPARTMENT	GENERAL FUND	AT&T	CITY HALL (CIVIL DEF)	33.49
			VICTORIA STATION	121.37
			FIRE DEPT	163.44
		AUGUST INDUSTRIES INC.	QUARTERLY AIR TEST	262.50
		BEST WESTERN TAYLOR INN	FIRE CHEIF CANDIDATE D.BAU	429.36
		D I RINSE UNRUST HOLDING CO INC	RESIN FOR WATER SOFTENER	189.95
		COX, WILLIAM W.	W COX FIRE CHIEF TRAVEL FE	142.79
			W COX FIRE CHIEF TRAVEL FE	41.00
		TEXAS DEPARTMENT OF INFORMATION RESOUR	JANUARY 2019 FIRE DEPT	3.28
		HEB CREDIT RECEIVABLES	FC INTERVIEWS SNACKS	10.01
		O'REILLY AUTOMOTIVE, INC.	WEATHERTRIP ADHESIVE	9.54
		HOME DEPOT CREDIT SERVICES	STORAGE SHELIVING UNIT	189.00
		LIGHTHOUSE UNIFORM CO.	COLLAR BRASS FOR NEW CHIEF	40.15
		LINCOLN	LTD FEB 2019 INVOICE	332.15
			LTD MARCH 2019 INVOICE	330.67
			ADJ ST. JACQUES	7.55-
		MIGHTY BRIGHT	LIGHTS FOR C1 & C2	80.74
		MY-LOR, INC	TAGS - BT1, E2, C2	20.90
			BTI PASSPORT BOARD	27.28
		NECKBONE GRAPHICS	PRINTING OF DRUMHEADS	355.00
		TOUCH 4WASH	CAR WASH - COPELAND	8.00
			CAR WASH - EKISS	8.00
			CAR WASH - COPELAND	8.00
			CAR WASH - COPELAND	8.00
		RELIANT ENERGY SOLUTIONS	MONTHLY ELECTRIC BILL	713.46
		SAFETY2GO	HYDRANT BAG	220.00
		SIRLOIN STOCKADE	FC CANDIDATE LUNCHEON WITH	242.65
		SCOTT & WHITE HEALTHCARE	HEALTH PREMIUMS	12,917.31
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	3,236.82
			FICA CONTRIBUTIONS AND MAT	3,306.41
			MEDICARE CONTRIB AND MATCH	757.00
			MEDICARE CONTRIB AND MATCH	773.29
		STRATEGIC GOVERNMENT RESOURCES	EXECUTIVE SEARCH-FIRE CHIE	9,430.64
		TAYLOR FIRE & SAFETY	FIRE EXTINGUISHER FOR C2	35.00
		TEXAS FOREST SERVICE	130/190 CLASS - GILSTRAP	63.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			130/190 CLASS - ST. JACQUE	63.00
		TML INTERGOVERNMENTAL	FY 17/18 WC AUDIT	1,115.01
		TEXAS MUNICIPAL RETIREMENT SYSTEMS	TMRS CONTRIBUTIONS	6,668.88
			TMRS CONTRIBUTIONS	6,804.86
		TIME WARNER CABLE DBA SPECTRUM	INTERNET	330.94
		ATMOS ENERGY	GAS	152.32
			GAS	116.58
		UNUM LIFE INS CO OF AMERI	FEB UNUM AD&D	267.47
		VERIZON WIRELESS	CELL PHONE	213.80
			AIRCARDS	514.03
		WAL-MART COMMUNITY/GEMB	CARDSTOCK	3.97
			SPLIT - FOOD SUPPLIES/WATE	15.72
			SPLIT - FRAME (25.66%)	9.87
			SPLIT - CLEANING SUPPLIES	12.88
			WOOL CLEANING MITTS	10.00
			WATER FOR BATTERIES	3.76
			BABY WIPES FOR TRUCK	5.82
			BABY WIPES FOR TRUCK	1.94
			100' WATER HOSE	49.67
			SUPPLIES	26.76
		UNIQUE APPAREL SOLUTIONS	""EVERYONE GOES HOME"" ST	60.00
		JOHN WRIGHT ASSOCIATES INC DBA:MARKETI	LIGHT BAR LENSES FOR BT1	265.95
		MCCOY'S BUILDING SUPPLY	STENCIL ITEMS	15.78
			RETURNED ITEMS	11.94-
		DONUT PALACE	FIRE CHIEF INTERVIEWS	50.50
		AMAZON.COM	COMPUTER CABLE	19.99
			RED ENVELOPES	21.98
		HAYDAY, INC DBA: CTWP	MONTHLY AGREEMENT	35.42
		MUNICIPAL EMERGENCY SERVICES, INC	BAG ASSEMBLY	691.39
		EL CORRAL LOZANO	FC CANDIDATES & COUNCIL BR	75.49
		AT&T U-VERSE	INTERNET, CABLE	153.74
		BISHOP COMPANY	HIVIS BAGS FOR GEAR	187.68
			HIVIS BAGS FOR GEAR	304.98
		CARROT-TOP INDUSTRIES, INC	BACKDROP FRAME	492.71
		INTERNATIONAL RADIO-RADIOPARTS	VOLUMEKNOBS FOR RADIOS	34.29
		WALGREENS	WALL PRINT - ST. JACQUES	1.32
			SELLARS'S PRINTS	4.98
		MAIN STREET INSTALLERS, LLC	GRAPHICS FOR S1	40.00
		PUNCH BOWL	WEBSITE MEMBERSHIP	83.88
		GALLS PARENT HOLDINGS, LLC.	METAL NAMETAGS-SELLEARS&ST	24.00
		MOBILE WIRELESS	LICENSE FOR NEW E2 MCT	119.67
		FIRE SAFETY USA, INC	INTAKE SCREENS PROTECOTRS	43.85
		FOWLER, WILLIAM	FOWLER INTERVIEW W/ CM	50.00
			FOWLER INTERVIEW W/ CM	516.66
		SUN LIFE ASSURANCE COMPANY	DENTAL INSURANCE	594.55
		WHISENANT, KATHY	SHORT SHOT STRAPS	35.00
		SELECT BENEFITS GROUP INC. DBA DENTAL	MARCH.2019 VISION INVOICE	82.80
			TOTAL:	54,884.60
POLICE DEPARTMENT	GENERAL FUND	AT&T	POLICE DEPT	188.35
			POLICE DEPT	0.00
			INTERNET	1,481.60
			TELEPHONE	372.54
		CENTRAL TEXAS COLLEGE	BPOC - CADET MOSES GUERRER	110.00
			BPOC - CADET MOSES GUERRER	165.00
		TEXAS DEPARTMENT OF INFORMATION RESOUR	JANUARY 2019 POLICE	15.45

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		EVAWI	VOCA 2019 EVAWI CONF REGIS	495.00
		FBI NTL ACADEMY ASSOC INC	FBI LEEDA ANNUAL MEMBERSHI	50.00
		G T DISTRIBUTORS, INC	RECHARGEABLE BATTERY (SL20	23.95
			CADET UNIFORMS	44.99
		HILTON SAN DIEGO	VOCA EVAWI CONF - HOTEL (1	196.35
		IDENTOGO CENTER	FAST FINGERPRINTS DARRELL	10.21
		LINCOLN	LTD FEB 2019 INVOICE	558.01
			ADD BOSHERS	30.00
			LTD MARCH 2019 INVOICE	536.90
			ADJ BOSHERS	42.72-
			ADJ LUERA	1.25
		OSS ACADEMY	#3185 TX & FED LAW UPDATES	35.00
			EYE WITNESS ID & GANG TRAI	70.00
		POSITIVE PROMOTIONS	POLICE & DISPATCH WEEK KEY	129.56
		RELIANT ENERGY SOLUTIONS	MONTHLY ELECTRIC BILL	782.93
		SAM HOUSTON STATE UNIVERSITY DBA SHSU.	IMPLICIT BIAS TRAINING 3/2	129.00
		SCOTT & WHITE HEALTHCARE	HEALTH PREMIUMS	22,759.07
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	5,573.09
			FICA CONTRIBUTIONS AND MAT	5,499.22
			MEDICARE CONTRIB AND MATCH	1,303.37
			MEDICARE CONTRIB AND MATCH	1,286.09
		TML INTERGOVERNMENTAL	FY 17/18 WC AUDIT	1,862.94
		TEXAS MUNICIPAL RETIREMENT SYSTEMS	TMRS CONTRIBUTIONS	11,363.61
			TMRS CONTRIBUTIONS	11,222.35
		TEXAS VICTIM SERVICES ASSOCIATION	VOCA - EVAWI CONF - AIRFAR	442.20
			VOCA - TX VIC SVCS ASSOC C	40.00
		TIME WARNER CABLE DBA SPECTRUM	INTERNET SERVICE - MARCH 2	335.95
		UNUM LIFE INS CO OF AMERI	FEB UNUM AD&D	432.22
			ADJ. / A. KOCH	0.38
		VERIZON WIRELESS	CELL PHONE	555.88
			AIRCARDS	503.80
		WAL-MART COMMUNITY/GEMB	VOCA SNACKS	45.98
			CLEANING SUPPLIES, FIRST A	103.60
			MICROWAVE	109.00
			MUFFINS & SNACKS	36.58
			ICE - TRAINING	2.00
		DEAN THREADGILL DBA:	SHIPPING EXPENSE	19.80
		OLLE NETWORK TECH CONSULTANTS DBA ON	IT SUPPORT - FEB 2019	2,919.26
		MCCOY'S BUILDING SUPPLY	SPRAY PAINT & STAKES	27.24
		ITUNES STORE	50GB ICLOUD STORAGE	0.99
		IACP	IACP 2019 MEMBERSHIP - CHI	20.00
			IACP 2019 MEMBERSHIP - COM	190.00
		AMAZON.COM	10X10 TENT - CID	145.99
			TONER (76.5%)	98.48
			CANOPY WEIGHTS (23.5%)	30.26
			CARDS & PAPERTOWELS (33.47	92.42
			(2) PRIVACY SCREENS (66.53	183.68
			TONER (96.98%)	285.20
			COMBO LOCKS (3.02%)	8.87
			TONER (93.95%)	279.42
			COFFEE CUPS - SMALL (6.05%	17.98
			(2) BOXES COFFEE	199.92
			SWEET N LOW	14.15
			TAPE DISPENSERS (13.79%)	13.76
			"9 VOLT	86.02
			PLASTIC FOR EVIDENCE	274.26

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			(3) BOXES STIR STICKS	14.88
		CENTRAL TEXAS COUNCIL OF GOVERNMENTS	NEW SUPERVISOR TRAINING -	270.62
		EL CORRAL LOZANO	HOSTED 2019 CROSS CHECK LU	290.34
		PRAETORIAN GROUP INC.	TASER INSTRUCTOR TRAINING	495.00
		BRANSON, JOSEPH	UNDERSTANDING IMPLICIT BIA	24.00
		SETON FAMILY OF HOSPITALS	SANE EXAM	883.00
		SUN LIFE ASSURANCE COMPANY	DENTAL INSURANCE	982.30
		STOP STICK, LTD.	(10) STOP STICKS	5,404.00
		AXON ENTERPRISE INC.	(50) TASER CARTRIDGES	1,900.00
		MOTOROLA SOLUTIONS INC.	MOTOROLA SUPPORT - FEB 201	781.29
		CIT BANK, N.A DBA AVAYA FINANCIAL SERV	AVAYA SOFTWARE	511.39
		SELECT BENEFITS GROUP INC. DBA DENTAL	MARCH 2019 VISION INVOICE	129.60
			ADD EMP/CHILD/JAN./BOSHERS	7.20
			ADD EMP/CHILD/FEB./BOSHERS	7.20
			ADD EMP/ M. GUERRERO	3.60
		ONLINE WEB SERVICES INC	VS TRACKING SOFTWARE	<u>707.00</u>
			TOTAL:	86,179.82
ANIMAL CONTROL	GENERAL FUND	AT&T	ANIMAL CONTROL	32.19
			INTERNET	56.40
		ANIMAL CARE EQUIPMENT & SERVICES	TRUCATCH RACCOON TRAP	1,159.56
		TEXAS DEPARTMENT OF INFORMATION RESOUR	JANUARY 2019 ANIMAL CONTRO	3.28
		EVINS TEMPORARIES, INC.	KENNEL TECH WEEKEND 1/12/1	327.60
			TEMP KENNEL TECH-C. BOTELL	382.20
			TEMP ACO TECH-CYNTHIA BOTE	382.20
			TEMP KENNEL TECH/C. BOTELL	345.80
			TEMP KENNEL TECH-C. BOTELL	455.00
		LINCOLN	LTD FEB 2019 INVOICE	18.78
			LTD MARCH 19 INVOICE	18.78
		RELIANT ENERGY SOLUTIONS	MONTHLY ELECTRIC BILL	398.01
		SCOTT & WHITE HEALTHCARE	HEALTH PREMIUMS	615.11
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	199.54
			FICA CONTRIBUTIONS AND MAT	182.52
			MEDICARE CONTRIB AND MATCH	46.67
			MEDICARE CONTRIB AND MATCH	42.69
		TML INTERGOVERNMENTAL	FY 17/18 WC AUDIT	125.23
		TEXAS MUNICIPAL RETIREMENT SYSTEMS	TMRS CONTRIBUTIONS	390.27
			TMRS CONTRIBUTIONS	357.00
		UNUM LIFE INS CO OF AMERI	FEB UNUM AD&D	15.20
		VERIZON WIRELESS	CELL PHONE	128.28
		AMAZON.COM	PAPER TOWELS & TOILET PAPE	58.94
			MICROCHIPS & CHAIRMATS (75	183.96
			8 GALLONS KENNELSOL	279.60
		SUN LIFE ASSURANCE COMPANY	DENTAL INSURANCE	25.85
		SELECT BENEFITS GROUP INC. DBA DENTAL	MARCH 2019 VISION INVOICE	<u>7.20</u>
			TOTAL:	6,237.86
STREETS & GROUND MAINT GENERAL FUND		AT&T	PUBLIC WORKS	326.10
		CONTECH CONST PRODUCT INC	WEBER PK/2 20' 18" PIPE	551.60
		TEXAS DEPARTMENT OF INFORMATION RESOUR	JANUARY 2019 STREETS/GROUN	4.10
		GULF COAST PAPER CO. INC.	PARKS/TISSUE 1627039	88.54
		HEART OF TEXAS LANDSCAPE & IRRIGATION	ST,GR/GROUNDS MAINT 82261	9,535.92
		PROGRESSIVE WASTE SOLUTIONS DBA WC OF	ST,GR/6 20 YD SWEEPING 106	1,385.88
		TREE TOP PRODUCTS	SIGN POST COUPLER	373.85
		LINCOLN	LTD FEB 2019 INVOICE	140.55
			LTD MARCH 2019 INVOICE	140.55

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		MOSS & MOSS INC. #4000	HERITAGE/CLEANING SUPPLIES	97.92
			2ND & TALBOT/BOLTS 109443	8.32
			2ND & TALBOT/BOLTS 109480	1.43
			2ND & TALBOT/BOLTS 109484	2.86
			HERITAGE/TP LOCKS 134587	23.38
			HERITAGE/GARDEN HOSES13458	53.99
			ST,GR/TOOL 135211	13.76
			ST,GR/PVC PIPE 135211	38.61
			HERITAGE/FLAGS - HARDWARE	3.32
			2ND & TALBOT/DRILL BIT 136	8.09
		PATHMARK TRAFFIC PROD INC	ST,GR/10 SQ POST BASES 130	750.00
		RELIANT ENERGY SOLUTIONS	MONTHLY ELECTRIC BILL	4,804.54
		SHI GOVERNMENT SOLUTIONS	ST,GR/MICROSOFT ACCESS	1,456.29
		SCOTT & WHITE HEALTHCARE	HEALTH PREMIUMS	7,996.43
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	1,411.58
			FICA CONTRIBUTIONS AND MAT	1,328.31
			MEDICARE CONTRIB AND MATCH	330.13
			MEDICARE CONTRIB AND MATCH	310.65
		HULL SUPPLY CO. INC.	HERITAGE/MIRRORS REPLACE	865.00
		TML INTERGOVERNMENTAL	FY 17/18 WC AUDIT	1,193.46
		TX TAG	SPLIT - (50%)	20.00
		TEXAS MUNICIPAL RETIREMENT SYSTEMS	TMRS CONTRIBUTIONS	2,827.05
			TMRS CONTRIBUTIONS	2,664.24
		TIME WARNER CABLE DBA SPECTRUM	INTERNET	221.12
		ATMOS ENERGY	1424 N MAIN/GAS USAGE 0204	60.08
		UNUM LIFE INS CO OF AMERI	FEB UNUM AD&D	113.83
		VERIZON WIRELESS	CELL PHONE	377.43
		CENTRAL TEXAS EQUIPMENT	ST,GR/COMPACTOR & SAW	15,136.13
		MCCOY'S BUILDING SUPPLY	MOODY/50 BAGS MULCH	146.50
		HAYDAY, INC DBA: CTWP	ST,GR/COPIER SERVICE AGREE	47.04
		TBI SOLUTIONS,LLC. DBA: ASPHALT RESTOR	ST,GR/40-50 BAGS AQUAPATC	1,654.60
		CINTAS CORPORATION #86	ST,GR/UNIFORM CREDIT	62.23-
			ST,GR/UNIFORM CREDIT	134.00-
			ST,GR/UNIFORMS 308864	168.34
			ST,GR/UNIFORMS 679601	168.34
			ST,GR/UNIFORMS 067670	168.34
			ST,GR/UNIFORMS 466436	168.34
		COURTYARD MARRIOTT NEW BRAUNFELS	PWA CONFERENCE	185.32
		TRI-POINT REFRIGERATION, INC.	1424 N MAIN/ICE MACHINE CL	594.02
		CINTAS CORP DBA FIRST AID & SAFETY	1424 N MAIN/MED KIT REFILL	51.77
		SAFELANE TRAFFIC SUPPLY, LLC	ST,GR/2 WOODSMAN WAY SIGNS	57.00
		TEXAS MATERIALS GROUP, INC.	ST,GR/1 12 YD LOAD COLD MI	807.31
			ST,GR/80T COLD MIX	1,692.64
			ST,GR/80T COLD MIX	2,466.54
		SUN LIFE ASSURANCE COMPANY	DENTAL INSURANCE	336.05
		SELECT BENEFITS GROUP INC. DBA DENTAL	MARCH 2019 VISION INVOICE	46.80
		CRAFCO, INC.	ST,GR/3 PALLETS POLYFLEX I	3,780.00
		COMMUNITY COFFEE COMPANY LLC	1424 N MAIN/COFFEE SERVICE	103.60
			TOTAL:	67,111.36
PARKS & RECREATION	GENERAL FUND	AT&T	PARKS & REC	38.27
		ADT SECURITY SERVICES INC	MURPHY PL/SEC 3/17-6/16/19	133.17
		AUSTIN CUTTING AND CORING	TENNIS CTS/TRENCHING 2442	1,250.00
		GRAY, FELIX	FELIX GRAY/REFEREE SERVICE	224.00
		GRAINGER, W. W. INC.	HERITAGE/"KEEP OFF GRASS"	14.62
			HERITAGE/KEEP OFF GRASS SI	7.31

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			HERITAGE/KEEP OFF GRASS SI	72.12
		HOME DEPOT CREDIT SERVICES	TRPSC/MISC HARDWARE 001578	99.76
			TRPSC/CREDIT REF INV 00157	7.60-
			TRPSC/4 BOW RAKES 0103841	43.92
			TRPSC/2 FREEZERS 5010293	338.00
		LINCOLN	LTD FEB 2019 INVOICE	71.39
			LTD MARCH 2019 INVOICE	70.88
			ADJ CUNNINGHAM	1.55-
			ADJ C. FIELDS	1.00-
		MOBILE MINI, INC	TRPSC/MOBILE LEASE2/14-3/1	102.00
		MOSS & MOSS INC. #5000	TRPSC/YELLOW PAINT 107843	12.14
			TRPSC/MISC HARDWARE 134562	12.95
		NANCY'S KEYS LOCKS & MORE	HERITAGE/RR KEYS 10485	43.00
		OFFICE DEPOT CORPORATION	P&R/COPY PAPER, SHEET PROTE	54.45
			TRPSC/EPSON PRINT CARTS	70.99
		PAUL'S POOL SERVICE	MURPHY PL/4 GAL CHLORINE 8	19.96
			SPLASHPADS/TEST KITS 83559	36.77
		RELIANT ENERGY SOLUTIONS	MONTHLY ELECTRIC BILL	2,870.68
			MONTHLY ELECTRIC BILL	1,028.99
		SCOTT & WHITE HEALTHCARE	HEALTH PREMIUMS	3,075.50
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	652.93
			FICA CONTRIBUTIONS AND MAT	666.71
			MEDICARE CONTRIB AND MATCH	152.70
			MEDICARE CONTRIB AND MATCH	155.91
		SOLANO, EDWIN	5 GAMES	160.00
		SPORTS ENGINE, INC	P&R/MAINT FEE 466196	10.00
		TAYLOR SPORTING GOODS	BASKETBALL 2018-2019/AWARD	297.00
		TML INTERGOVERNMENTAL	FY 17/18 WC AUDIT	290.22
		TEXAS MUNICIPAL RETIREMENT SYSTEMS	TMRS CONTRIBUTIONS	1,339.26
			TMRS CONTRIBUTIONS	1,367.28
		TRACTOR SUPPLY COMPANY	TRPSC/TUBS ICING DRINKS 59	299.98
			TRPSC/SPRAY 590305	6.49
		UNUM LIFE INS CO OF AMERI	FEB UNUM AD&D	57.62
		VERIZON WIRELESS	CELL PHONE	213.80
			IPAD	64.06
		WAL-MART COMMUNITY/GEMB	P&R/PHONE CASE 8275	39.97
		WAYNE GING PLUMBING, LLC	BULL BRANCH/3 TOILET REPAI	255.00
			HERITAGE/SINK REPLACEMENT	260.00
		HOLIDAY INN EXPRESS	TRAPS CONFERENCE IN EL PAS	597.80
		MCCOY'S BUILDING SUPPLY	TRPSC/SNIPS 5368457	12.60
			TRPSC/NETTING 5368457	62.05
			TRPSC/BLOCKS FOR ICE TUBS	34.09
			TRPSC/PIPE FOR ICING TUBS	45.79
			TRPSC/TO PIPE IN ICING TUB	6.78
			TRPSC/LUMBER FOR ICING TUB	27.07
		AMANDA'S HONEY POTS	ROBINSON PAV/PORTABLE2/1-2	147.00
		CINTAS CORPORATION #86	TRPSC/UNIFORMS 530658	22.86
			TRPSC/UNIFORMS 578632	23.93
			TRPSC/UNIFORMS 308980	23.93
		RYAN SANDERS SPORTS SERVICES, LLC	TRPSC/FIELD CONDITIONER	465.00
		COMMERCIAL SWIM MANAGEMENT, LLC	MURPHY PL/POOL CHEMS	437.50
			MURPHY PL/POOL CHEMS	383.90
			MURPHY PL/POOL CHEMS	990.00
		LIGHTNING PREDICTION SALES & SERVICES,	PARKS/LIGHTNING PREDICTIO	350.00
		THREADGILL, GARY	7 GAMES	224.00
			YOUTH BASKETBALL OFFICIAL	224.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		MOORE, TORIN	TORIN MOORE/REFEREE SERVIC	224.00
			YOUTH BASKETBALL OFFICIAL	224.00
		SUN LIFE ASSURANCE COMPANY	DENTAL INSURANCE	129.25
		SELECT BENEFITS GROUP INC. DBA DENTAL	MARCH.2019 VISION INVOICE	18.00
			TOTAL:	20,643.20
INTERNAL SERVICES/BLDG GENERAL FUND		AT&T	CITY HALL	0.00
			CITY HALL FAX	487.34
			TELEPHONE	372.54
		TEXAS DEPARTMENT OF INFORMATION RESOUR	JANUARY 2019 CITY HALL FAX	0.11
		EVINS TEMPORARIES, INC.	CUSTODIAN-LARISSA SAUCEDO	487.20
			CUSTODIAN-LARISSA SAUCEDO	462.00
			CUSTODIAN-LARISSA SAUCEDO	394.80
		GULF COAST PAPER CO. INC.	TISSUE, CUPS, TOWELS	179.27
			TOWELS	25.62
			1424 N MAIN/KITCHEN TOWELI	25.62
		HOME DEPOT CREDIT SERVICES	BUTTER KIT	148.97
			CITY HALL KICKPLATE	25.97
		KRUSE, KELLY D DBA KRUSE ELECTRIC SER	LIBRARY BALLAST BULBS	238.65
			LIBRARY BALLAST BULBS	856.55
		LAWSON PRODUCTS INC.	SCREWS, WASHER	100.43
		LINCOLN	LTD FEB 2019 INVOICE	47.75
			LTD MARCH 2019 INVOICE	41.61
		MATERA PAPER CO INC	TOWELS, SWIFFER DUSTERS	260.03
			TOWELS, TISSUE	173.32
		MOSS & MOSS INC. #6000	CLEANSER	2.69
			ACO SCREWS	21.58
			SPONGES & BRUSHES	19.58
			CITY HALL LIQUID NAILS	5.02
			CITY HALL SPACKLING TEXTUR	32.35
			STATION 1 BULBS	5.99
			CITY HALL PAINT	14.84
			BALLCOCK PAINT	12.85
			STRAINER	4.49
			PW FLAPPER	3.41
			KEYS	3.50
			PW FLAPPER	3.41
		OFFICE DEPOT CORPORATION	INK CARTRIDGE	105.04
			INK CARTRIDGE	18.35
			PHONE CARDS	15.46
			INK CARTRIDGE	83.08
			PAPER	0.00
			POST IT NOTES	16.92
			TOOL SET	21.65
			CALCULATOR BATTERY	7.98
			DRILL BIT SET	43.39
		RELIANT ENERGY SOLUTIONS	MONTHLY ELECTRIC BILL	745.28
		SCOTT & WHITE HEALTHCARE	HEALTH PREMIUMS	2,460.44
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	451.68
			FICA CONTRIBUTIONS AND MAT	476.93
			MEDICARE CONTRIB AND MATCH	105.64
			MEDICARE CONTRIB AND MATCH	111.54
		TML INTERGOVERNMENTAL	FY 17/18 WC AUDIT	154.16
		TEXAS MUNICIPAL RETIREMENT SYSTEMS	TMRS CONTRIBUTIONS	906.44
			TMRS CONTRIBUTIONS	955.82
		BRAZOS-VALLEY DIVISION, LLC	PUBLIC WORKS ROOF REPAIR	40,467.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			CITY HALL ROOF REPAIR	6,248.22
			STATION #1 ROOF REPAIR	7,470.69
		ATMOS ENERGY	NATURAL GAS-400 PORTER STR	152.90
		UNUM LIFE INS CO OF AMERI	FEB UNUM AD&D	33.62
		VERIZON WIRELESS	CELL PHONE	64.06
			CELL PHONE	84.59
		VIC'S HEAT & AIR	LIBRARY REPLACE MOTOR BELT	185.75
			CEMETERY SERVICE A/C UNIT	98.50
			LIBRARY RESET THERMOSTAT	246.25
			CITY HALL REPLACE THERMOST	197.00
		WAL-MART COMMUNITY/GEMB	CLOROX	27.71
			STORAGE BOXES	29.27
			PHONE CASE	43.70
			SPONGES	5.19
			CLEANINGSUPPLIES	19.98
		WAYNE GING PLUMBING, LLC	STATION#2 ADJUSTED SHOWER	110.00
		STEVINA ENTERPRISES LLC DBA:POSTNET TX	COUNCIL PICTURES	345.84
		ITUNES STORE	ICLOUD STORAGE	0.99
		SPARKLETT'S & SIERRA SPRINGS	COOLER RENTAL	7.00
		ALL STARR TERMITE & PEST CONTROL DBA:	PEST CONTROL FOR MONTH OF	900.00
		CINTAS CORPORATION #86	MATS	160.77
			MATS	157.02
			MATS	157.02
		DAHILL	XER/XWC7845 COLOR COPIES O	0.00
		NEOPOST USA INC	POSTAGE LEASE	199.47
		THE CLEANING GUYS LLC DBA CG ENVIRONME	FIRE STATION #1 CLEAN OUT	3,110.75
		RIVLIN, NICOLE A. DBA:DECOR AID	CLOCK REPAIR	290.00
		CINTAS CORP DBA FIRST AID & SAFETY	MEDICAL SUPPLIES	48.37
		SUN LIFE ASSURANCE COMPANY	DENTAL INSURANCE	103.40
		SHARCO TECHNOLOGIES, INC.	MUNICIPAL CRT PROGRAM COMP	175.00
			MUNICIPAL COURT REPAIR CAM	175.00
			PW RAN NEW CABLE PHONE LIN	670.00
		SELECT BENEFITS GROUP INC. DBA DENTAL	MARCH 2019 VISION INVOICE	10.80
			TERM EMP/FAMILY/DEC/C. FIE	10.80-
			TERM EMP/FAMILY/JAN/C. FIE	10.80-
			TERM EMP/FAMILY/FEB/C. FIE	10.80-
			ADD EMP/CHILD/DEC/C. FIELD	7.20
			ADD EMP/CHILD/JAN/C. FIELD	7.20
			ADD EMP/CHILD/FEB/C. FIELD	7.20
		COMMUNITY COFFEE COMPANY LLC	Coffee	4.97
			Coffee	<u>16.58</u>
			TOTAL:	73,143.90
ENGINEERING & INSPECTI GENERAL FUND		HDR ENGINEERING INC	CITY ENG. SERVICES	11,302.01
			HDR/ANIMAL SHELTER	0.00
			HDR/ROBINSON POOL	0.00
			HDR/4TH STREET WARRANTY RE	0.00
			HDR/JUSTICE CENTER	1,628.53
			HDR/GIS SERVICES	1,999.39
			HDR/STREET LIGHT POLICY	0.00
		RELIANT ENERGY SOLUTIONS	MONTHLY ELECTRIC BILL	93.83
		TML INTERGOVERNMENTAL	FY 17/18 WC AUDIT	<u>15.14</u>
			TOTAL:	15,038.90
INTERNAL SVC/ I T DEPT GENERAL FUND		AT&T	INTERNET	1,481.60
		EASY DNS TECHNOLOGIES INC	DOMAIN RENEWEL	19.95

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		LINCOLN	LTD FEB 2019 INVOICE	12.36
			LTD MARCH 2019 INVOICE	12.36
		SHI GOVERNMENT SOLUTIONS	ADOBE ACROBAT PRO	326.56
			CREATIVE CLOUD	929.35
		SCOTT & WHITE HEALTHCARE	HEALTH PREMIUMS	615.11
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	100.47
			FICA CONTRIBUTIONS AND MAT	100.47
			MEDICARE CONTRIB AND MATCH	23.50
			MEDICARE CONTRIB AND MATCH	23.50
		TML INTERGOVERNMENTAL	FY 17/18 WC AUDIT	5.60
		TEXAS MUNICIPAL RETIREMENT SYSTEMS	TMRS CONTRIBUTIONS	231.28
			TMRS CONTRIBUTIONS	231.28
		TIME WARNER CABLE DBA SPECTRUM	CABLE	72.05
		UNUM LIFE INS CO OF AMERI	FEB UNUM AD&D	10.00
		VERIZON WIRELESS	CELL PHONE	42.76
			MIFI	32.03
		OLLE NETWORK TECH CONSULTANTS DBA ON	IT CONSULTING	125.00
			IT CONSULTING	2,256.33
		SUN LIFE ASSURANCE COMPANY	DENTAL INSURANCE	25.85
		SHARCO TECHNOLOGIES, INC.	CAMERA SETUP	175.00
		CIT BANK, N.A DBA AVAYA FINANCIAL SERV	PHONE LEASE	2,500.37
		SELECT BENEFITS GROUP INC. DBA DENTAL	MARCH 2019 VISION INVOICE	3.60
			TOTAL:	9,356.38
NON-DEPARTMENTAL	GENERAL FUND	LANGFORD COMMUNITY MGMT	HAZARD MITIGATION	484.30
		TML INTERGOVERNMENTAL	ENDORSEMENT #5	1,785.81
		SECRETARY OF STATE OF TEXAS	FILING FEE/NAME CHANGE NAV	20.00
		HILE, ED	PER TOM FALLS IN THE NEZ &	1,414.60
			TOTAL:	133.09
TIF EXPENDITURES	TIF (TAX INCREMENT	HDR ENGINEERING INC	HDR/GATEWAY SIGNAGE	4,720.96
		SEC PLANNING, LLC	GATEWAY SIGNAGE PROJECT#15	602.50
			TOTAL:	5,323.46
HOTEL/MOTEL TAX	HOTEL/MOTEL FUND	TAYLOR CHAMBER OF COMMERC	HOTEL/MOTEL COLL FOR DEC 2	4,376.24
			TOTAL:	4,376.24
CONTRIBUTE CIVIC PROGR MAIN STREET REVENU		LESCHBER, MATTHEW DBA:1836 REALTY LLC	SRSLY CHOCOLATE- 1 OF 11	625.00
			TOTAL:	625.00
LIBRARY	LIBRARY GRANT/DONA	INGRAM BOOK COMPANY	MEMORIAL BOOKS	48.18
			TOTAL:	48.18
I & S PAYMENT ACCOUNTS I & S FOR G O BOND		BANK OF AMERICA NA	CO SERIES 2007	51,418.00
		JP MORGAN CHASE BANK-GO REF 2015	GO REF SERIES 2015	23,083.35
		REGIONS BANK - DEBT PAYMENTS	CO SERIES 2010	4,195.00
			GO REF SERIES 2010	6,462.50
			CO SERIES 2012	10,037.50
		THE BANK OF NEW YORK MELLON	GO FEF SERIES 2009	6,700.00
			CO SERIES 2017	22,657.00
			CO SERIES 2018	84,773.33
			GO REF SERIES 2012	40,000.00
			GO REF SERIES 2016	58,900.00
			GO REF SERIES 2017	25,600.00
		WILMINGTON TRUST, NA	CO SERIES 2013	58,000.00
			TOTAL:	391,826.68

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
INVALID DEPARTMENT	MDUS I&S	REGIONS BANK - DEBT PAYMENTS	CO SERIES 2012	<u>19,862.50</u>
			TOTAL:	19,862.50
I & S PAYMENT ACCOUNTS	I&S UTILITY CO'S & BANK OF AMERICA NA		CO SERIES 2006	84,105.00
			CO SERIES 2007	122,081.00
		JP MORGAN CHASE BANK-GO REF 2015	GO REF SERIES 2015	16,921.00
		REGIONS BANK - DEBT PAYMENTS	CO SERIES 2010	3,973.75
		THE BANK OF NEW YORK MELLON	GO FEF SERIES 2009	10,400.00
			CO SERIES 2017	33,399.00
			GO REF SERIES 2012	10,550.00
			GO REF SERIES 2016	101,300.00
			GO REF SERIES 2017	<u>29,250.00</u>
			TOTAL:	411,979.75
AIRPORT CO'S-I&S ACCOU	I & S FOR AIRPORT	REGIONS BANK - DEBT PAYMENTS	GO REF SERIES 2010	1,786.25
		THE BANK OF NEW YORK MELLON	CO SERIES 2017	<u>20,994.00</u>
			TOTAL:	22,780.25
HERITAGE/SKATE PARK	GENERAL CAPITAL IM	HDR ENGINEERING INC	HDR/SKATEPARK	11,010.06
		CAPPS ENTERPRISES, LLC DBA: A-1 SIGNS	HERITAGE PARK SIGNS	<u>410.00</u>
			TOTAL:	11,420.06
GIVENS COMMUNITY CENTE	GENERAL CAPITAL IM	HDR ENGINEERING INC	HDR/GIVENS CENTER	<u>2,874.24</u>
			TOTAL:	2,874.24
HERITAGE PARK IMPROVEM	GENERAL CAPITAL IM	HDR ENGINEERING INC	HDR/HERITAGE	9,722.00
		BAIRD/WILLIAMS CONSTRUCTION LTD	HERITAGE PARK-PAINTING	<u>13,000.00</u>
			TOTAL:	22,722.00
SKATEPARK-LANDSCAPE &	GENERAL CAPITAL IM	HDR ENGINEERING INC	HDR/4TH ST. CROSSWALK	11,197.66
		WESTAR CONSTRUCTION, INC.	PAYAPP#5 SKATEPARK LANDSCA	<u>119,227.85</u>
			TOTAL:	130,425.51
MURPHY POOL IMPROVEMEN	GENERAL CAPITAL IM	HDR ENGINEERING INC	HDR/MURPHY POOL	<u>5,724.21</u>
			TOTAL:	5,724.21
HOME PROGRAM-TDHCA	GENERAL CAPITAL IM	ABSOLUTE RESIDENTIAL APPRAISALS, INC.	605 BLAND STREET HOME PROG	450.00
			118 2ND AVENUE HOME PROGRA	450.00
		WM F FOREST & FOREST SURVEYING & MAPPI	SURVEY OF 405 BLAND STREET	<u>1,200.00</u>
			TOTAL:	2,100.00
INVALID DEPARTMENT	GENERAL CAPITAL IM	HDR ENGINEERING INC	HDR/3RD STREET CDBG	<u>0.00</u>
			TOTAL:	0.00
DOWNSTREETS PROJECT	2013 COMBINATION C	HDR ENGINEERING INC	HDR/DOWNTOWN ST. PLAN	<u>0.00</u>
			TOTAL:	0.00
TRANSPORTATION	TRANSPORTATION FUN	HDR ENGINEERING INC	HDR/STREET MAINT. PLAN	421.16
			HDR/1ST STREET RESTORATION	1,310.81
			HDR/STREET RECON. PLAN	<u>1,743.53</u>
			TOTAL:	3,475.50
NON-DEPARTMENTAL	SANITATION FUND	TEXAS COMPTROLLER OF PUBLIC ACCOUNTS	SALES & USE TAX ENDING 1/3	<u>7,407.28</u>
			TOTAL:	7,407.28
SANITATION/TRASH	SANITATION FUND	PROGRESSIVE WASTE SOLUTIONS DBA WC OF	RESIDENTIAL SERVICES	66,619.13

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			RESIDENTIAL RECYCLE	17,192.50
			FRONT LOAD	44,237.69
			COMMERCIAL TOTERS	<u>6,579.35</u>
			TOTAL:	134,628.67
NON-DEPARTMENTAL	PUBLIC UTILITIES F	AFLAC	AFLAC FEB. 2019 INVOICE	298.98
		HDR ENGINEERING INC	HDR/2017 WWTP	1,197.24
			HDR/WWTP SCADA	708.37
			HDR/2ND ST. WATERLINE UPGR	2,716.26
			HDR/SOUTHPARK IND.	0.00
		MISCELLANEOUS ISEREA FOUNTES	ISEREA FOUNTES: REFUND OV	1,023.00
		TRAC-N-TROL, INC.	WWTP-SCADA PAY APP#5	15,852.65
		NATIONWIDE RETIREMENT SOLUTIONS	NATIONWIDE CONTRIBUTIONS	60.00
			NATIONWIDE CONTRIBUTIONS	60.00
		PRE-PAID LEGAL SERVICES, INC. DBA LEGA	PRE-PAID LEGAL PREMIUMS	183.40
		SCOTT & WHITE HEALTHCARE	HEALTH PREMIUMS	2,945.54
		CITIZENS NATIONAL BANK	FEDERAL WITHHOLDING	2,651.50
			FEDERAL WITHHOLDING	2,636.53
			FICA CONTRIBUTIONS AND MAT	2,251.95
			FICA CONTRIBUTIONS AND MAT	2,215.38
			MEDICARE CONTRIB AND MATCH	526.67
			MEDICARE CONTRIB AND MATCH	518.11
		TEXAS MUNICIPAL RETIREMENT SYSTEMS	TMRS CONTRIBUTIONS	2,670.54
			TMRS CONTRIBUTIONS	2,629.25
		UNUM LIFE INS CO OF AMERI	LIFE INSURANCE PREMIUMS	121.85
		SUN LIFE ASSURANCE COMPANY	DENTAL PAYABLE	452.84
		SELECT BENEFITS GROUP INC. DBA DENTAL	MARCH 2019 VISION INVOICE	<u>38.52</u>
			TOTAL:	41,758.58
UTILITIES ADMINISTRATI	PUBLIC UTILITIES F	BRINKS, INC.	FEBRUARY FSC-UTILITIES	683.69
			FEBRUARY FSC-UTILITIES	59.82
			EXTRA TIME	2.70
		TEXAS DEPARTMENT OF INFORMATION RESOUR	JANUARY 2019 UTILITIES	0.00
		TYLER TECHNOLOGIES, INC	SIEMENS AMI PROJECT DEVELO	750.00
			CENTRAL CASH COLLECTION	3,125.94
			SERVICE ORDER MANAGEMENT	2,736.55
			PROFIT STARS REMIT PLUS	2,672.17
			WEBSITE MAINT.	50.00
			UT BILLING ON-LINE	220.00
		LINCOLN	LTD FEB 2019 INVOICE	48.09
			LTD MARCH 2019 INVOICE	55.19
		McCREARY, VESELKA, BRAGG & ALLEN PC	BAD DEBT FEES FAIRLEY & OC	34.43
		OFFICE DEPOT CORPORATION	OFFICE SUPPLIES	22.88
			OFFICE SUPPLIES	46.45
			PAPER	1.17
		RELIANT ENERGY SOLUTIONS	MONTHLY ELECTRIC BILL	0.00
		SCOTT & WHITE HEALTHCARE	HEALTH PREMIUMS	3,075.50
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	444.33
			FICA CONTRIBUTIONS AND MAT	451.68
			MEDICARE CONTRIB AND MATCH	103.91
			MEDICARE CONTRIB AND MATCH	105.63
		TML INTERGOVERNMENTAL	FY 17/18 WC AUDIT	106.61
		TEXAS MUNICIPAL RETIREMENT SYSTEMS	TMRS CONTRIBUTIONS	916.90
			TMRS CONTRIBUTIONS	931.28
		UNUM LIFE INS CO OF AMERI	FEB UNUM AD&D	45.03
		VERIZON WIRELESS	CELL PHONE	128.28

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			AIRCARD	32.03
		AMAZON.COM	PHONES CASES ALFRED AND BR	35.98
			PHONES CASE C. SHY	9.99
			PHONE CORDS	19.98
		DAHILL	XER/XWC7845 COLOR COPIES O	7.07
		VERRANEALT, AMBER	REIMBURSE FOR UNIFORM SHIR	19.98
		SUN LIFE ASSURANCE COMPANY	DENTAL INSURANCE	129.25
		SELECT BENEFITS GROUP INC. DBA DENTAL	MARCH 2019 VISION INVOICE	21.60
		COMMUNITY COFFEE COMPANY LLC	Coffee	6.99
			Coffee	16.58
			TOTAL:	17,117.68
WASTEWATER TREATMENT	PUBLIC UTILITIES F	ARNOLD OIL COMPANY OF AUSTIN, LP DBA A	SPRAY, BRUSH SET	25.33
			29 PC PUNCH SET	49.99
		AT&T	WASTE WATER	65.68
		ALDINGER CO	CALIBRATION #3	265.50
		AQUA-TECH LABORATORIES-AQ	JAN 2019 ANALYSIS	1,150.00
		NCH CORPORATION DBA	NYLON GLOVES	179.31
			LATEX GLOVES	170.56
		TEXAS DEPARTMENT OF INFORMATION RESOUR	JANUARY 2019 WASTE WATER	0.49
		FORT BEND SERVICES, INC.	2 BARRELS OF POLYMER	1,305.00
		GULF COAST PAPER CO. INC.	PAPER, TISSUE	108.54
		HDR ENGINEERING INC	HDR/WASTEWATER CIP	2,899.90
		PROGRESSIVE WASTE SOLUTIONS DBA WC OF	ST,GR/6 20 YD SWEEPING 106	2,425.25
		LINCOLN	LTD FEB 2019 INVOICE	27.81
			LTD MARCH 2019 INVOICE	27.81
		MOSS & MOSS INC. #3000	HOSE	44.99
			HOSE	45.50
			TUBING/CORD	8.03
			HAMMER DRILL	98.10
		RELIANT ENERGY SOLUTIONS	MONTHLY ELECTRIC BILL	16,050.99
		ROCKDALE WELDING SUPPLY	WELDING JACKET	81.78
			OXYGEN	59.86
			OXYGEN	36.48
		RISE SKYBEAM/JAB BROADBAND INC.	INTERNET	168.14
		SCOTT & WHITE HEALTHCARE	HEALTH PREMIUMS	1,845.33
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	291.79
			FICA CONTRIBUTIONS AND MAT	288.59
			MEDICARE CONTRIB AND MATCH	68.24
			MEDICARE CONTRIB AND MATCH	67.50
		TML INTERGOVERNMENTAL	FY 17/18 WC AUDIT	164.32
		TEXAS MUNICIPAL RETIREMENT SYSTEMS	TMRS CONTRIBUTIONS	572.74
			TMRS CONTRIBUTIONS	566.47
		UNUM LIFE INS CO OF AMERI	FEB UNUM AD&D	22.61
		VERIZON WIRELESS	CELL PHONE	85.52
		WAL-MART COMMUNITY/GEMB	MEMO BOOKS, DRANO	44.89
			TV, CABLE & MOUNT	198.96
			INK, BATTERIES, BOUNTY	119.35
		USA BLUEBOOK; INC. DBA	PACKING	148.95
			CHART PAPER	182.00
			CIRCULAR CHARTS	145.62
			AMMONIA TESTS	134.22
			WEIGHING DISHES	34.28
			DPD SAMPLES	203.20
		ENVIRONMENTAL IMPROVEMENT	2 COUPLINGS	591.22
		CINTAS CORPORATION #86	UTIL UNIFORMS	72.70

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			UTIL UNIFORMS	72.70
			UTIL UNIFORMS	72.70
			UTIL UNIFORMS	72.70
			BOOT-GUTIERREZ	180.00
		HAGAN, KATHY DBA:MUD INSTRUMENTS	CALIBRATION-6 FLOW METERS	1,500.00
		SUN LIFE ASSURANCE COMPANY	DENTAL INSURANCE	77.55
		SELECT BENEFITS GROUP INC. DBA DENTAL	MARCH 2019 VISION INVOICE	10.80
		COMMUNITY COFFEE COMPANY LLC	Coffee	50.00
			TOTAL:	33,179.99
DISTRIBUTION/COLLECTIO	PUBLIC UTILITIES F	AT&T	PUMP STATION	213.19
			INTERNET	72.32
			INTERNET	72.34
		B2O & ASSOCIATES, INC.	BLUE PAINT	288.31
			BLUE FLAGS	288.67
			GREEN PAINT	288.68
			CLEAR FLAGS	248.09
			GREEN FLAGS	228.70
		NCH CORPORATION DBA	CHERRY MAT	1,070.69
		CITY OF ROUND ROCK	FEB 2019 BAC-T	300.00
		TEXAS DEPARTMENT OF INFORMATION RESOUR	JANUARY 2019 UTILITIES	0.52
		DPC INDUSTRIES, INC.	CHLORINE	80.00
		CORE & MAIN LP	30 R900-V4 MIU	3,750.00
		HDR ENGINEERING INC	CITY ENG. SERVICES	11,302.01
			HDR/BRA STUDY COORD.	4,300.20
		KRUSE, KELLY D DBA KRUSE ELECTRIC SER	BATTERIES FOR LIFT STATION	39.90
		LINCOLN	LTD FEB 2019 INVOICE	144.82
			LTD MARCH 2019 INVOICE	145.26
			ADJ FAUL	2.30
		MOSS & MOSS INC. #3000	VALVES, BUSHING, TEE, WWTP	52.05
			MISC HARDWARE	1.52
			BATTERIES	14.91
			PIPE, CAPS	14.46
			BATTERIES	12.99
			BATTERIES	14.39
			KEYS	5.25
			PIPE, ADAPTER	3.10
		RELIANT ENERGY SOLUTIONS	MONTHLY ELECTRIC BILL	3,551.11
		SCOTT & WHITE HEALTHCARE	HEALTH PREMIUMS	7,996.43
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	1,515.83
			FICA CONTRIBUTIONS AND MAT	1,475.11
			MEDICARE CONTRIB AND MATCH	354.52
			MEDICARE CONTRIB AND MATCH	344.98
		TEEX-TEXAS EMERGENCY SERVICES TRAINING	VALVE & HYDRANT MAINT TEEX	410.00
		TEXAS CRUSHED STONE CO.	100 TONS SUPER FLEX BASE	873.17
			100 TONS 3/8" CRUSHED STO	902.06
		TML INTERGOVERNMENTAL	FY 17/18 WC AUDIT	631.78
		TEXAS MUNICIPAL RETIREMENT SYSTEMS	TMRS CONTRIBUTIONS	3,134.24
			TMRS CONTRIBUTIONS	3,054.65
		TECHLINE PIPE, L.P	4" GASKET	124.89
			METER BOXES AND LIDS	81.66
		TX COMMISSION ON ENVIRONMENTAL QUALITY	D. CLAWSON TESTING BUSINES	50.00
			TCEQ TESTIN D.ROJAS	111.00
			TCEQ EXAM S.ROTHHOFL	111.00
		ATMOS ENERGY	1200 N. MAIN STREET	297.72
		UNUM LIFE INS CO OF AMERI	FEB UNUM AD&D	117.45

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		VERIZON WIRELESS	IPADS	97.64
			CELL PHONE	256.56
		WIN-911 SOFTWARE	MONITORS SCADA-MAINT & SUP	495.00
		USA BLUEBOOK; INC. DBA	COLIBLUE BROTH	285.61
		TEXAS WATER UTILITIES ASSOCIATION	TWUA WATER UTILITIES SAFET	650.00
		AMAZON.COM	CELL PHONE CASES	601.07
		CINTAS CORPORATION #86	JACKETS	678.75
			VEST-A. PADDOCK	100.94
			UTIL UNIFORMS	194.75
			UTIL UNIFORMS	194.75
			UTIL UNIFORMS	194.75
			UTIL UNIFORMS	194.75
			BOOTS-TREJO	139.99
		AIRGAS INC DBA AIRGAS USA, LLC	TORCH RENTAL	50.66
		ROTHHOFF, SEAN	MEALS-WATER UTIL SAFETY TR	105.00
		SUN LIFE ASSURANCE COMPANY	DENTAL INSURANCE	361.90
		PADDOCK, ANTHONY	MEALS-VALVE & HYDRANT TRAI	105.00
		SELECT BENEFITS GROUP INC. DBA DENTAL	MARCH 2019 VISION INVOICE	46.80
		ROJAS, DANIEL	MEALS-BASIC WATER TRAINING	105.00
		COMMUNITY COFFEE COMPANY LLC	COFFEE SERVICE	<u>56.70</u>
			TOTAL:	53,007.89
UTILITIES NONDEPARTMEN	PUBLIC UTILITIES F	BRAZOS RIVER AUTHORITY	EWC WTP/O&M 316	133,210.29
		MISCELLANEOUS LELAND HAEFNER	LELAND HAEFNER:REFUND WRON	1,526.00
		TML INTERGOVERNMENTAL	ENDORSEMENT #5	<u>1,190.85</u>
			TOTAL:	133,545.44
NON-DEPARTMENTAL	AIRPORT FUND	KSA ENGINEERS, INC.	AWOS ENG	330.00
		PRE-PAID LEGAL SERVICES, INC. DBA LEGA	PRE-PAID LEGAL PREMIUMS	18.95
		CITIZENS NATIONAL BANK	FEDERAL WITHHOLDING	234.66
			FEDERAL WITHHOLDING	234.66
			FICA CONTRIBUTIONS AND MAT	150.64
			FICA CONTRIBUTIONS AND MAT	150.64
			MEDICARE CONTRIB AND MATCH	35.23
			MEDICARE CONTRIB AND MATCH	35.23
		TEXAS MUNICIPAL RETIREMENT SYSTEMS	TMRS CONTRIBUTIONS	171.43
			TMRS CONTRIBUTIONS	171.43
		SUN LIFE ASSURANCE COMPANY	DENTAL PAYABLE	35.38
		SELECT BENEFITS GROUP INC. DBA DENTAL	MARCH 2019 VISION INVOICE	<u>3.24</u>
			TOTAL:	1,571.49
AIRPORT OPERATIONS DEP	AIRPORT FUND	AT&T	AIRPORT	70.28
		AVFUEL CORP.	100LL AVGAS	13,094.81
			JET A FUEL	9,700.99
		TEXAS DEPARTMENT OF INFORMATION RESOUR	JANUARY 2019 AIRPORT	0.94
		LINCOLN	LTD FEB 2019 INVOICE	12.41
			LTD MARCH 2019 INVOICE	12.41
		OFFICE DEPOT CORPORATION	SALES SLIP PAPER	4.60
			MISC. OFFICE	51.58
			BATHROOM CLEANER	7.99
			CAN LINERS	21.59
			BATHROOM PAPER	62.27
		RELIANT ENERGY SOLUTIONS	MONTHLY ELECTRIC BILL	624.97
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	150.64
			FICA CONTRIBUTIONS AND MAT	150.64
			MEDICARE CONTRIB AND MATCH	35.23

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			MEDICARE CONTRIB AND MATCH	35.23
		TML INTERGOVERNMENTAL	ENDORSEMENT #5	131.90-
			FY 17/18 WC AUDIT	21.67
		TEXAS MUNICIPAL RETIREMENT SYSTEMS	TMRS CONTRIBUTIONS	296.81
			TMRS CONTRIBUTIONS	296.81
		UNUM LIFE INS CO OF AMERI	FEB UNUM AD&D	10.00
		VERIZON WIRELESS	CELL PHONE	85.52
		AIR NAV LLC	YEARLY SERVICE	80.00
		J & M AIRCRAFT SUPPLY	RUNWAY LIGHTS	839.17
		SUN LIFE ASSURANCE COMPANY	DENTAL INSURANCE	25.85
		CIT BANK, N.A DBA AVAYA FINANCIAL SERV	CAMERA SYSTEM	374.84
		SELECT BENEFITS GROUP INC. DBA DENTAL	MARCH 2019 VISION INVOICE	3.60
		COMMUNITY COFFEE COMPANY LLC	Coffee	<u>32.00</u>
			TOTAL:	25,970.95
NON-DEPARTMENTAL	CEMETERY OPERATING	CITIZENS NATIONAL BANK	FEDERAL WITHHOLDING	190.05
			FEDERAL WITHHOLDING	156.33
			FICA CONTRIBUTIONS AND MAT	187.21
			FICA CONTRIBUTIONS AND MAT	168.47
			MEDICARE CONTRIB AND MATCH	43.79
			MEDICARE CONTRIB AND MATCH	39.40
		TEXAS MUNICIPAL RETIREMENT SYSTEMS	TMRS CONTRIBUTIONS	211.37
			TMRS CONTRIBUTIONS	<u>190.21</u>
			TOTAL:	1,186.83
CEMETERY OPERATING	DEP CEMETERY OPERATING	AT&T	CEMETERY	45.80
			INTERNET	45.00
		TEXAS DEPARTMENT OF INFORMATION RESOUR	JANUARY 2019 CEMETERY	2.58
		LINCOLN	LTD FEB 2019 INVOICE	17.41
			LTD MARCH 2019 INVOICE	17.41
		RELIANT ENERGY SOLUTIONS	MONTHLY ELECTRIC BILL	101.96
		SCOTT & WHITE HEALTHCARE	HEALTH PREMIUMS	1,230.22
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	187.21
			FICA CONTRIBUTIONS AND MAT	168.47
			MEDICARE CONTRIB AND MATCH	43.79
			MEDICARE CONTRIB AND MATCH	39.40
		TML INTERGOVERNMENTAL	ENDORSEMENT #5	3.13-
			FY 17/18 WC AUDIT	58.08
		TEXAS MUNICIPAL RETIREMENT SYSTEMS	TMRS CONTRIBUTIONS	365.97
			TMRS CONTRIBUTIONS	329.34
		UNUM LIFE INS CO OF AMERI	FEB UNUM AD&D	14.02
		VERIZON WIRELESS	CELL PHONE	74.79
		CINTAS CORPORATION #86	ST,GR/UNIFORMS 308864	13.33
			CEM/UNIFORMS 679601	13.33
			ST,GR/UNIFORMS 067670	13.33
			CEM/UNIFORMS 466436	13.33
		KNIPPA, DANIEL	CEM/JAN 1 DISINTER,5 REG O	3,475.00
			CEM/3 REG OPEN/CLOSES 1015	1,275.00
		SUN LIFE ASSURANCE COMPANY	DENTAL INSURANCE	51.70
		SELECT BENEFITS GROUP INC. DBA DENTAL	MARCH 2019 VISION INVOICE	<u>7.20</u>
			TOTAL:	7,600.54
NON-DEPARTMENTAL	FLEET SERVICES OPE	AFLAC	AFLAC FEB. 2019 INVOICE	152.07
		NATIONWIDE RETIREMENT SOLUTIONS	NATIONWIDE CONTRIBUTIONS	35.00
			NATIONWIDE CONTRIBUTIONS	35.00
		PRE-PAID LEGAL SERVICES, INC. DBA LEGA	PRE-PAID LEGAL PREMIUMS	33.90

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		SCOTT & WHITE HEALTHCARE	HEALTH PREMIUMS	283.28
		CITIZENS NATIONAL BANK	FEDERAL WITHHOLDING	459.21
			FEDERAL WITHHOLDING	383.77
			FICA CONTRIBUTIONS AND MAT	282.18
			FICA CONTRIBUTIONS AND MAT	257.63
			MEDICARE CONTRIB AND MATCH	66.00
			MEDICARE CONTRIB AND MATCH	60.25
		TEXAS MUNICIPAL RETIREMENT SYSTEMS	TMRS CONTRIBUTIONS	333.78
			TMRS CONTRIBUTIONS	306.06
		UNUM LIFE INS CO OF AMERI	LIFE INSURANCE PREMIUMS	49.60
		SUN LIFE ASSURANCE COMPANY	DENTAL PAYABLE	74.76
			TOTAL:	2,812.49
FLEET SERVICES SECTION	FLEET SERVICES OPE	AUTOMOTIVE TRAINING AUTHORITY INC	TROUBLESHOOTING ELECTRICAL	418.00
		ARNOLD OIL COMPANY OF AUSTIN, LP DBA A	#506 WIPER BLADE	9.98
			FIRE WINDSHIELD WASH	16.74
			#728 BATTERY	82.94
			WWTP PREMIX OIL	89.03
			POLICE OIL	18.96
			#519 TRAILER PLUG	11.36
			#520 JACK	55.09
			#514 OIL	79.95
			#87 OIL FILTER	24.75
			#36 OIL	79.95
			#543 TRAILER PLUG	18.70
			TRPSC V-BELT	30.54
			#630 OIL	8.20
			#630 OIL	8.20
			#125 TRAILER PLUG	11.36
			#125 BATTERY	22.99
			WINDSHIELD WASH	16.74
			#340 OIL	37.92
			#552 OIL FILTER	10.05
			WINDSHIELD WASH	5.58
			WEEDEATER SPARK PLUGS	44.90
			#604 SWITCH ASM	283.09
			#334 OIL	37.92
			#737 BATTERY	78.53
			GLASS CLEANER	3.89
			#305 STOCK	13.23
			BULBS	13.23
			#334 ROTOR	438.66
			S1 COMPRESSOR	533.30
			Q1 AIR FILTER	160.17
			#626 OIL	58.24
			#341 OIL FILTER	45.22
			#330 OIL	28.44
			CYCLE OIL	79.95
			WINDSHIELD WASH	5.58
			GAGE	48.40
			S1 VALVE	2.64
			S1 OIL FILTER	29.22
			#560 AIR FILTER, OIL	47.66
			#548 RAD ASM COOLANT	322.61
			PREMIX FUEL	39.98
			#618 OIL FILTER	5.04

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			#618 AIR FILTER	23.00
			#618 OIL	28.44
			#328 OIL FILTER	4.36
			AIR CLEANER	10.58
			OIL	25.20
		AMERICAN PUBLIC WORKS ASSOCIATION	APWA MEMBERSHIP S. HESELME	232.00
		JIM McNABB INC DBA: ART OFFICE SIGNS	#743 DECAL	40.00
		CALDWELL COUNTRY CHEVROLET	#743 INSPECTION FEE	7.50
		CLARK TRAVEL	LEAD TAYLOR - TOUR PARKS &	318.75
		COVERT COUNTRY OF HUTTO	#601 KEYS	151.36
		GCR TIRES & SERVICE	#621 TIRES	507.78
			#51 TIRES	586.80
			#553 TIRES	2,500.12
		GRAINGER, W. W. INC.	STORAGE/HEATER	1,427.30
		HEB CREDIT RECEIVABLES	DIESEL)"	9.00
		HENNA CHEVROLET INC	POLICE TAHOE ROTOR	708.00
			OIL DRAIN PLUG	13.96
			#330 CREDIT	51.50-
			#743 MATS	76.50
			#334 BALANCER	207.59
			CABLE	49.29
			STOCK	40.32
			#334 BALANCER, BELTS, SEAL	236.07
			#334 PULLEY TENSIONER	271.29
			#334 CREDIT	184.01-
			#334 SENSOR, LINKS	228.84
			#330 CLEANER, BELT & MOTOR	413.53
			STOCK	324.70
			#334 PULLEY	53.41
			#331 FASCIA	309.74
		O'REILLY AUTOMOTIVE, INC.	#334 DISC PAD SET	142.58
		INTERSTATE BATT. N AUSTIN	#565 BATTERY	157.16
			#511 BATTERY	157.16
			#329 BATTERY	113.24
			BT 1 BATTERY	245.10
			#333 BATTERY	155.33
		LAWSON PRODUCTS INC.	FUSE HOLDER WIRES	143.17
			CABLE TIES	42.02
		LINCOLN	LTD FEB 2019 INVOICE	28.57
			LTD MARCH 2019 INVOICE	28.57
		MAGNUM CUSTOM TRAILER MFG CO, INC	#519 BRAKES	428.45
			#520 BRAKES	428.45
		MARCO UPHOLSTERY	RECOVER SEAT FROM Q1	140.40
			RECOVER 2ND SEAT FROM Q1	140.40
		M & D DISTRIBUTORS	#52 FILTER ASSEMBLY	388.86
		MOSS & MOSS INC. #8000	SHOP BATTERY	5.39
			#743 CONDUIT	4.48
			GASKET MAKER	7.19
			DEODORIZER	8.98
			ANGLE LOCATOR	23.38
		SCOTT & WHITE HEALTHCARE	HEALTH PREMIUMS	1,230.22
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	282.18
			FICA CONTRIBUTIONS AND MAT	257.63
			MEDICARE CONTRIB AND MATCH	66.00
			MEDICARE CONTRIB AND MATCH	60.25
		TAYLOR AUTO ELECTRIC, INC	#611 STARTER	133.65

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		EWALD KUBOTA INC	#625 OIL FILTER	295.37
		T4 DISTRIBUTION, LLC.	LINEN FRESH METERED MIST,	1,110.00
		TERRY'S BODY SHOP INC	#573 INSTALL DECALS	100.00
		TONY MORGAN DBA:	#621 MOUNT	110.00
			#553 REPAIR FLAT TIRE	150.00
		TML INTERGOVERNMENTAL	ENDORSEMENT #4	214.00-
			ENDORSEMENT #4	1,232.00-
			ENDORSEMENT #5	21.31-
			FY 17/18 WC AUDIT	125.15
		TEXAS MUNICIPAL RETIREMENT SYSTEMS	TMRS CONTRIBUTIONS	577.92
			TMRS CONTRIBUTIONS	529.92
		UNITED RENTALS HWY TECH	CORE DRILL INSTALL	552.00
		UNUM LIFE INS CO OF AMERI	FEB UNUM AD&D	23.22
		VERIZON WIRELESS	CELL PHONE	85.52
			IPAD	32.03
		WAUKESHA-PEARCE IND. INC.	#518 ORING FILTER	172.64
		WILLIAMSON COUNTY EQUIP.	LUBRICANTS	13.12
			SPLIT - (89.8%)	115.54
		DANIEL SCHNOOR TOOL CO	SCANNER REPAIR	602.25
		PRECISION MOBILE TINT	#743 WINDOW TINTING	65.00
			#269 WINDOW TINTING	95.00
		CINTAS CORPORATION #86	FLEET/UNIFORMS 308845	19.19
			FLEET/UNIFORMS 679542	19.19
			FLEET/UNIFORMS 067690	39.14
			FLEET/UNIFORMS 466350	19.19
		ASSOCIATED SUPPLY COMPANY, INC	CASE DOZER	4,620.00
			BULLDOG HAUL	400.00
			#518 HYDRAULICS REPAIR	715.81
		TAYLOR LUBE CENTER	#611 OIL CHANGE	36.43
		GADDES, LARRY, WILLIAMSON CTY TAX ASSE	CONVENIENCE FEE	0.68
			"T1	31.50
		SIDDONS MARTIN EMERGENCY GROUP LLC	Q1 PM	3,183.65
			Q1 PM	2,133.13
			E11 PM	1,902.70
			Q1 REPAIRS	1,143.09
			Q1 REPAIRS	1,665.58
		AIRGAS INC DBA AIRGAS USA, LLC	OXYGEN	152.26
			OXYGEN	138.99
		FLEETCOR TECHNOLOGIES, INC.LLC DBA FUE	FUEL	5,890.60
			FUEL	5,280.00
		SUN LIFE ASSURANCE COMPANY	DENTAL INSURANCE	51.70
		AUSTIN MAC HAIK FORD LINCOLN LTD DBA M	S1 PULLEY, MOTOR, DETECTOR	278.62
		T&W TIRE LLC	T1 TIRES	2,686.69
		SELECT BENEFITS GROUP INC. DBA DENTAL	MARCH 2019 VISION INVOICE	7.20
		COMMUNITY COFFEE COMPANY LLC	Coffee	32.00
			TOTAL:	50,500.37
FLEET REPLACEMENT	FLEET REPLACEMENT	CALDWELL COUNTRY CHEVROLET	2019 CHEVROLET 3500HD SI	38,120.00
			UNPOST AP BANK	38,120.00-
			2019 CHEV. SILVERADO-19869	38,120.00
		CARDIAC SCIENCE CORPORATION	NEW PUMPER	1,708.76
		JOHN DEERE FINANCIAL F.S.B.DBA DEERE C	PAYMENT#17 MARCH	827.01
			PAYMENT#17 MARCH	148.07
			JD GATORS LEASE	542.28
		WELLS FARGO FINANCIAL LEASING	LEASE PURCHASE PAY#15	842.15
			LEASE PURCHASE PAY#15	111.57

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			(2) KUBOTA TRACTOR LEASES	1,615.71
		MUNICIPAL EMERGENCY SERVICES, INC	HOLDER SET SPANNER	266.58
			WRENCH SPANNER SET	201.24
			WRENCH SET DOUBLE	194.37
			ADAPTER 2.5X2.5	50.26
			ADAPTER 2.5X2.5 DBL	27.46
			ADAPTER 2.5 (F)X1.5	31.36
			SHIPPING COST	29.11
			K-TOOL COMPLETE UNIT	134.15
			SLEDGE HAMMER 8LB	36.52
			SHIPPING/FREIGHT COST	30.17
			WYE LDR LINE 2.5	652.88
			KEVLAR BRACKETS	1,136.48
			AIR PAKS	25,200.80
			CYL & VLV ASSY-45MIN	4,099.04
			VOICE AMPS	963.90
		DANA SAFETY SUPPLY, INC.	PARTS FOR NEW C2	108.99
			PART FOR NEW C2	<u>9.60</u>
			TOTAL:	77,088.46
NON-DEPARTMENTAL	POOLED CASH	JPMORGAN CHASE BANK NA	JAN/FEB 2019 TRANSACTIONS	6,751.10
			DEC/FEB 2019 TRANSACTIONS	<u>6,009.80</u>
			TOTAL:	12,760.90

===== FUND TOTALS =====

100	GENERAL FUND	720,186.84
119	TIF (TAX INCREMENT FUND)	5,323.46
120	HOTEL/MOTEL FUND	4,376.24
123	MAIN STREET REVENUE FUND	625.00
129	LIBRARY GRANT/DONATION	48.18
140	I & S FOR G O BONDS	391,826.68
143	MDUS I&S	19,862.50
144	I&S UTILITY CO'S & BONDS	411,979.75
146	I & S FOR AIRPORT CO'S	22,780.25
162	GENERAL CAPITAL IMPROVEME	175,266.02
165	2013 COMBINATION CO	0.00
210	TRANSPORTATION FUND	3,475.50
320	SANITATION FUND	142,035.95
340	PUBLIC UTILITIES FUND	278,609.58
350	AIRPORT FUND	27,542.44
370	CEMETERY OPERATING FUND	8,787.37
382	FLEET SERVICES OPERATING	53,312.86
384	FLEET REPLACEMENT FUND	77,088.46
950	POOLED CASH	12,760.90

 GRAND TOTAL: 2,355,887.98

Attachment D

Operating Funds Balance Sheets

General Fund
Special Revenue Funds
Roadway Impact Fund
Transportation Fund
Municipal Utility Drainage Fund
Sanitation Fund
Utility Fund
Utility Impact Fund
Airport Fund
Cemetery Fund
Fleet Services Operating Fund
Fleet Replacement Fund

100-GENERAL FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
=====		
100-100-100	PETTY CASH	1,650.00
100-100-102	CLAIM ON POOLED CASH	(2,887,903.53)
100-100-103	FROST SAFEKEEPING 1004078	3,638,511.68
100-100-104	FROST ACCT 0591800744	(37,316.36)
100-100-105	MONEY MARKET @CNB #4260618	12,228.96
100-100-106	VALERO DONATION FUNDS TEXPOOL	503,610.79
100-100-108	NED TRUST(MOODY)TEXSTAR	252,269.19
100-100-109	PRINCOR GEN FUND 6FR-139362	0.26
100-100-110	TEXPOOL 2465300006 POOLED CASH	6,602,660.25
100-100-113	TEXPOOL 2465300015 N MOODY	51,808.56
100-120-100	PROPERTY TAXES RECEIVABLE	150,568.17
100-120-103	MISC. ACCOUNTS RECEIVABLE	27,616.09
100-120-120	SALES TAXES RECEIVABLE	576,034.09
100-120-140	GRANTS RECEIVABLE	14,559.80
100-120-250	DUE FROM FUND 350 FOR LOAN	9,525.00
100-170-100	CURRENT YR RES FOR ENCUMBRANCE	(341,632.10)
100-170-101	PRIOR YR RES FOR ENCUMBRANCE	<u>84,684.49</u>
		<u>8,658,875.34</u>

TOTAL ASSETS

8,658,875.34

LIABILITIES

=====

100-200-110	ENCUMBERED PAYABLE GEN.	(341,632.10)
100-200-111	PRIOR YEAR ENCUMBRANCE	84,684.49
100-200-203	DEFERRED COMP PAYABLE	1,385.88
100-200-210	CHILD SUPPORT PAYABLE	(92.31)
100-200-212	UNUM LIFE INS PAYABLE	100.06
100-200-213	DENTAL PAYABLE	(6.74)
100-200-214	AFLAC PAYABLE	3,129.84
100-200-216	CINCINNATI LIFE PAYABLE	28.71
100-200-218	BLUE CHOICE PAYABLE	27.62
100-200-219	SCOTT & WHITE HEALTH PAYABLE	2,253.43
100-200-220	S&W PAYABLE 2001-2011	(9,793.98)
100-200-222	PRE-PAID LEGAL PAYABLE	(354.15)
100-200-229	MET LIFE DENTAL PAYABLE	(551.91)
100-200-231	MEMBERSHIP/DUES PAYABLE	200.00
100-200-232	COURT BOND REFUND PAYABLE	(90.80)
100-200-233	OTHER A/P PENDING (AUDITOR)	(52,259.66)
100-200-235	VISION PLAN PAYABLE	53.23
100-200-300	RETAINAGE PAYABLE	(8,301.56)
100-200-301	COURT COLLECTIONS	15,514.33
100-200-401	WAGES PAYABLE	28,954.07
100-200-500	DUE TO OTHER FUNDS	188,272.16
100-200-502	DUE TO STATE/COURT FEES	32,703.63
100-200-505	DUE TO OMNIBASE SERVICES INC	1,221.67
100-200-507	DUE TO S&W/COBRA FROM OTHERS	801.72
100-200-509	DUE TO TMRS FROM TEDC	(6,045.21)
100-210-111	DUE TO I&S (TAX COLLECTIONS)	2,153.54

CITY OF TAYLOR
BALANCE SHEET
AS OF: FEBRUARY 28TH, 2019

100-GENERAL FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
100-240-100	DEFERRED TAX REVENUE	150,568.17	
100-240-101	UNCLAIMED FUNDS	<u>12,115.79</u>	
	TOTAL LIABILITIES		<u>105,039.92</u>
EQUITY			
=====			
100-260-113	ESCROW-BONDS POSTED-DEFENDENTS	8,582.40	
100-270-100	FUND BALANCE	4,895,358.30	
100-280-100	ASSIGNED FUND BALANCE	<u>32,396.29</u>	
	TOTAL BEGINNING EQUITY	4,936,336.99	
	TOTAL REVENUE	9,139,086.97	
	TOTAL EXPENSES	<u>5,521,588.54</u>	
	TOTAL INCREASE/(DECREASE) IN FUND BAL.	3,617,498.43	
	TOTAL EQUITY & FUND BALANCE		<u>8,553,835.42</u>
	TOTAL LIABILITIES, EQUITY & FUND BALANCE		8,658,875.34
			=====

CITY OF TAYLOR
BALANCE SHEET
AS OF: FEBRUARY 28TH, 2019

119-TIF (TAX INCREMENT FUND)

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
119-100-102	CLAIM ON POOLED CASH	(300,621.67)	
119-100-103	SECURITY INVESTMENTS-FROST BAN	495,722.22	
119-100-104	FROST ACCT 0591800744	8,707.22	
119-100-115	TEXPOOL 246530004 TIF PROP TAX	<u>456,505.74</u>	
			<u>660,313.51</u>
TOTAL ASSETS			660,313.51
			=====
LIABILITIES			
=====			
EQUITY			
=====			
119-270-100	FUND BALANCE	<u>755,586.69</u>	
	TOTAL BEGINNING EQUITY	755,586.69	
TOTAL REVENUE		8,715.51	
TOTAL EXPENSES		<u>103,988.69</u>	
TOTAL INCREASE/(DECREASE) IN FUND BAL.		(95,273.18)	
TOTAL EQUITY & FUND BALANCE			<u>660,313.51</u>
TOTAL LIABILITIES, EQUITY & FUND BALANCE			660,313.51
			=====

CITY OF TAYLOR
BALANCE SHEET
AS OF: FEBRUARY 28TH, 2019

120-HOTEL/MOTEL FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
120-100-102	CLAIM ON POOLED CASH	<u>91,836.38</u>	<u>91,836.38</u>
	TOTAL ASSETS		<u>91,836.38</u>
=====			
LIABILITIES			
=====			
EQUITY			
=====			
120-270-100	FUND BALANCE	<u>81,120.16</u>	
	TOTAL BEGINNING EQUITY	81,120.16	
	TOTAL REVENUE	31,179.57	
	TOTAL EXPENSES	<u>20,463.35</u>	
	TOTAL INCREASE/(DECREASE) IN FUND BAL.	10,716.22	
	TOTAL EQUITY & FUND BALANCE		<u>91,836.38</u>
	TOTAL LIABILITIES, EQUITY & FUND BALANCE		<u>91,836.38</u>
=====			

CITY OF TAYLOR
BALANCE SHEET
AS OF: FEBRUARY 28TH, 2019

123-MAIN STREET REVENUE FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
123-100-102	CLAIM ON POOLED CASH	<u>81,779.59</u>	<u>81,779.59</u>
	TOTAL ASSETS		<u>81,779.59</u>
=====			
LIABILITIES			
=====			
123-200-500	ACCOUNTS PAYABLE PENDING	<u>625.00</u>	
	TOTAL LIABILITIES		<u>625.00</u>
EQUITY			
=====			
123-270-100	FUND BALANCE	<u>68,572.29</u>	
	TOTAL BEGINNING EQUITY	<u>68,572.29</u>	
	TOTAL REVENUE	18,089.95	
	TOTAL EXPENSES	<u>5,507.65</u>	
	TOTAL INCREASE/(DECREASE) IN FUND BAL.	12,582.30	
	TOTAL EQUITY & FUND BALANCE		<u>81,154.59</u>
	TOTAL LIABILITIES, EQUITY & FUND BALANCE		<u>81,779.59</u>
=====			

CITY OF TAYLOR
BALANCE SHEET
AS OF: FEBRUARY 28TH, 2019

125-MUNICIPAL CRT SPECIAL FEE

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
125-100-102	CLAIM ON POOLED CASH	111,807.74	
125-170-100	CURRENT YR RES FOR ENCUMBRANCE	(9,019.00)	
125-170-101	PRIOR YR RES FOR ENCUMBRANCE	<u>1,253.00</u>	
			<u>104,041.74</u>
TOTAL ASSETS			104,041.74
			=====
LIABILITIES			
=====			
125-200-110	CURRENT YEAR ENCUMBRANCE	(9,019.00)	
125-200-111	PRIOR YEAR ENCUMBRANCE	<u>1,253.00</u>	
	TOTAL LIABILITIES		<u>(7,766.00)</u>
EQUITY			
=====			
125-270-100	FUND BALANCE	<u>115,234.61</u>	
	TOTAL BEGINNING EQUITY	115,234.61	
TOTAL REVENUE		7,146.82	
TOTAL EXPENSES		<u>10,573.69</u>	
TOTAL INCREASE/(DECREASE) IN FUND BAL.		(3,426.87)	
TOTAL EQUITY & FUND BALANCE			<u>111,807.74</u>
TOTAL LIABILITIES, EQUITY & FUND BALANCE			104,041.74
			=====

CITY OF TAYLOR
BALANCE SHEET
AS OF: FEBRUARY 28TH, 2019

129-LIBRARY GRANT/DONATION

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
129-100-102	CLAIM ON POOLED CASH	51,300.94	
129-100-103	TEXSTAR: NOBLE TRUST - 3444	904.35	
129-100-108	NED TRUST (LIBRARY) TEXSTAR	278,628.14	
129-170-100	CURRENT YR RES FOR ENCUMBRANCE	(1,436.37)	
129-170-101	PRIOR YR RES FOR ENCUMBRANCE	<u>1,436.37</u>	
			<u>330,833.43</u>
TOTAL ASSETS			330,833.43
			=====
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	<u>10,945.00</u>	
EQUITY			
=====			
129-270-100	FUND BALANCE	<u>330,876.29</u>	
	TOTAL BEGINNING EQUITY	330,876.29	
TOTAL REVENUE		4,367.52	
TOTAL EXPENSES		<u>4,410.38</u>	
TOTAL INCREASE/(DECREASE) IN FUND BAL.		(42.86)	
TOTAL EQUITY & FUND BALANCE			<u>330,833.43</u>
TOTAL LIABILITIES, EQUITY & FUND BALANCE			330,833.43
			=====

CITY OF TAYLOR
BALANCE SHEET
AS OF: FEBRUARY 28TH, 2019

200-ROADWAY IMPACT FEE FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
200-100-102	CLAIM ON POOLED CASH	<u>201,346.39</u>	<u>201,346.39</u>
TOTAL ASSETS			<u>201,346.39</u>
=====			
LIABILITIES			
=====			
EQUITY			
=====			
200-270-100	FUND BALANCE	<u>188,710.07</u>	
	TOTAL BEGINNING EQUITY	<u>188,710.07</u>	
TOTAL REVENUE		<u>12,636.32</u>	
	TOTAL INCREASE/(DECREASE) IN FUND BAL.	<u>12,636.32</u>	
TOTAL EQUITY & FUND BALANCE			<u>201,346.39</u>
TOTAL LIABILITIES, EQUITY & FUND BALANCE			<u>201,346.39</u>
=====			

CITY OF TAYLOR
BALANCE SHEET
AS OF: FEBRUARY 28TH, 2019

210-TRANSPORTATION FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
210-100-102	CLAIM ON POOLED CASH	706,632.43	
210-120-130	ACCTS RECEIVABLE TRANSPORTATIO	<u>58,475.61</u>	
			<u>765,108.04</u>
TOTAL ASSETS			765,108.04
			=====
LIABILITIES			
=====			
EQUITY			
=====			
210-270-100	FUND BALANCE	<u>884,560.34</u>	
	TOTAL BEGINNING EQUITY	884,560.34	
TOTAL REVENUE		301,677.12	
TOTAL EXPENSES		<u>421,129.42</u>	
TOTAL INCREASE/(DECREASE) IN FUND BAL.		(119,452.30)	
TOTAL EQUITY & FUND BALANCE			<u>765,108.04</u>
TOTAL LIABILITIES, EQUITY & FUND BALANCE			765,108.04
			=====

CITY OF TAYLOR
BALANCE SHEET
AS OF: FEBRUARY 28TH, 2019

300-MUNICIPAL DRAINAGE UTILIT

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
300-100-102	CLAIM ON POOLED CASH	110,465.24	
300-120-100	DRAINAGE RECEIVABLE	40,576.28	
300-120-130	ALLOWANCE FOR DOUBTFUL ACCTS	(<u>3,864.08</u>)	
			<u>147,177.44</u>
TOTAL ASSETS			147,177.44
			=====
LIABILITIES			
=====			
EQUITY			
=====			
300-270-100	FUND BALANCE	<u>35,509.41</u>	
	TOTAL BEGINNING EQUITY	35,509.41	
TOTAL REVENUE		189,276.46	
TOTAL EXPENSES		<u>77,608.43</u>	
TOTAL INCREASE/(DECREASE) IN FUND BAL.		111,668.03	
TOTAL EQUITY & FUND BALANCE			<u>147,177.44</u>
TOTAL LIABILITIES, EQUITY & FUND BALANCE			147,177.44
			=====

CITY OF TAYLOR
BALANCE SHEET
AS OF: FEBRUARY 28TH, 2019

320-SANITATION FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
320-100-102	CLAIM ON POOLED CASH	249,279.17	
320-120-130	ACCTS RECEIVABLE GARBAGE	123,918.65	
320-120-131	ALLOWANCE-GARBAGE	(2,691.04)	
			<u>370,506.78</u>
TOTAL ASSETS			370,506.78
			=====
LIABILITIES			
=====			
320-200-500	ACCOUNTS PAYABLE PENDING	134,628.67	
320-200-503	DUE TO STATE COMPT SALES TAX	<u>20,014.67</u>	
	TOTAL LIABILITIES		<u>154,643.34</u>
EQUITY			
=====			
320-270-100	FUND BALANCE	<u>252,523.01</u>	
	TOTAL BEGINNING EQUITY	252,523.01	
TOTAL REVENUE		670,596.68	
TOTAL EXPENSES		<u>707,256.25</u>	
TOTAL INCREASE/(DECREASE) IN FUND BAL.		(36,659.57)	
TOTAL EQUITY & FUND BALANCE			<u>215,863.44</u>
TOTAL LIABILITIES, EQUITY & FUND BALANCE			370,506.78
			=====

340-PUBLIC UTILITIES FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
=====		
340-100-100	PETTY CASH	1,350.00
340-100-102	CLAIM ON POOLED CASH	1,179,334.59
340-100-103	FROST SAFEKEEPING 1004078	497,861.75
340-100-104	FROST ACCT 0591800744	11,092.97
340-100-107	TEXPOOL 2465300012 TOWER RENT	377,271.67
340-100-110	TEXPOOL 2465300001 UTILITY FD	56,059.88
340-100-118	TEXPOOL RATE STABILIZATION 18	633,047.97
340-100-119	TEXPOOL CAPITAL OUTLAY-ASSETS	305,172.29
340-100-120	TEXPOOL WORKING CAPITAL-CIP	458,485.97
340-100-121	TEXPOOL 2017 WWTP IMPROVMNTS	81,520.65
340-120-100	ACCOUNTS RECEIVABLE	597,644.86
340-120-101	CURRENT REFUND PAYABLE	7,632.66
340-120-102	UNAPPLIED CREDITS	(42,992.41)
340-120-103	MISC. ACCOUNTS RECEIVABLE	50,693.50
340-120-130	ALLOWANCE-ACCTS. RECEIVABLE	(6,352.22)
340-140-100	INVENTORY	139,947.93
340-150-105	DEFERRED AMT ON REFUNDING	32,391.57
340-160-100	LAND	457,201.00
340-160-200	BUILDINGS	6,363,714.34
340-160-206	FIXED ASSETS: WORK IN PROGRESS	2,822,788.94
340-160-225	PLANT DISTRIBUTION/COLLECTION	46,814,779.80
340-160-235	EQUIPMENT	714,794.88
340-170-100	CURRENT YR RES FOR ENCUMBRANCE	(150,094.39)
340-170-101	PRIOR YR RES FOR ENCUMBRANCE	126,220.27
340-190-103	ACCUMULATED DEPRECIATION	(<u>22,688,704.25</u>)
		<u>38,840,864.22</u>
TOTAL ASSETS		38,840,864.22
=====		
LIABILITIES		
=====		
340-200-104	ACCRUED INTEREST PAYABLE	104,944.75
340-200-110	CURRENT YEAR ENCUMBRANCES	(150,094.39)
340-200-111	PRIOR YEAR ENCUMBRANCE	126,220.27
340-200-200	FICA AND MEDICARE PAYABLE	(831.14)
340-200-201	FEDERAL WITHHOLDING PAYABLE	(1,144.93)
340-200-203	DEFERRED COMP PAYABLE	134.73
340-200-208	ACCRUED VACATION	29,840.24
340-200-210	NET PENSION LIABILITY	616,552.72
340-200-212	UNUM LIFE INS PAYABLE	122.37
340-200-213	DENTAL PAYABLE	(1.19)
340-200-214	AFLAC PAYABLE	52.78
340-200-218	BLUE CHOICE PAYABLE	175.48
340-200-219	SCOTT & WHITE HEALTH PAYABLE	(5,305.67)
340-200-222	PRE-PAID LEGAL PAYABLE	(99.65)
340-200-229	MET LIFE DENTAL PAYABLE	(135.78)
340-200-230	UNITED WAY PAYABLE	(1.00)
340-200-233	OTHER A/P PENDING (AUDITOR)	(15,805.47)
340-200-235	VISION PLAN PAYABLE	4.28

340-PUBLIC UTILITIES FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
340-200-300	RETAINAGE PAYABLE	50,723.82	
340-200-500	ACCOUNTS PAYABLE PENDING	85,490.56	
340-210-100	UNAMORT. BOND DISCOUNT	(4,267.80)	
340-210-101	BOND PREMIUMS	1,038,992.45	
340-210-102	DEFERRED AMT ON REFUNDING	(624,228.89)	
340-210-110	DEFERRED OUTFLOW RESORCES TMRS	(91,170.76)	
340-210-115	DEFERRED OUTFLOW INVST TMRS	87,150.59	
340-210-118	DEFERRED INFLOW-ACTUAL VS ASSM	31,373.18	
340-210-119	DEFERRED OUTFLOW-CHNG IN ASSUM	(2,154.18)	
340-230-111	8.745M CO SERIES 2010 (6.11M)	180,000.00	
340-230-115	4.2M COMB CO 2006 (4M)	3,830,000.00	
340-230-116	10M COMB SERIES 2007 (7M)	6,325,000.00	
340-230-118	8.995 GO REFUNDING 2009	520,000.00	
340-230-120	5.450M GO REF 2012 (1.460M)	915,000.00	
340-230-121	4.595M 2015 GO REF (1.695M)	1,620,000.00	
340-230-122	8.010M 2016 GO REF (5.065M)	5,065,000.00	
340-230-123	5.34M COMB SERIES 2017 (2.250M)	2,270,000.00	
340-230-124	3.02M GO REF 2017 (1.585M)	1,565,000.00	
340-240-100	METER DEPOSITS	432,046.89	
340-240-101	UNCLAIMED FUNDS	<u>5,338.38</u>	
	TOTAL LIABILITIES		<u>24,003,922.64</u>
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	<u>13,184,245.43</u>	
	TOTAL BEGINNING EQUITY		13,699,499.73
	TOTAL REVENUE	3,731,782.31	
	TOTAL EXPENSES	<u>2,594,340.46</u>	
	TOTAL INCREASE/(DECREASE) IN FUND BAL.	1,137,441.85	
	TOTAL EQUITY & FUND BALANCE		<u>14,836,941.58</u>
	TOTAL LIABILITIES, EQUITY & FUND BALANCE		38,840,864.22
=====			

345-UTILITY IMPACT FEE FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
345-100-102	CLAIM ON POOLED CASH	974,644.77	
345-160-225	PLANT DISTRIBUTION	104,188.68	
345-170-100	CURRENT YR RES FOR ENCUMBRANCE	(1,411.60)	
345-170-101	PRIOR YR RES FOR ENCUMBRANCE	<u>1,411.60</u>	
			<u>1,078,833.45</u>
TOTAL ASSETS			1,078,833.45
			=====
LIABILITIES			
=====			
345-200-110	CURRENT YEAR ENCUMBRANCE	(1,411.60)	
345-200-111	PRIOR YEAR ENCUMBRANCE	<u>1,411.60</u>	
EQUITY			
=====			
345-270-100	FUND BALANCE	<u>1,010,443.45</u>	
	TOTAL BEGINNING EQUITY	1,010,443.45	
TOTAL REVENUE		<u>68,390.00</u>	
TOTAL INCREASE/(DECREASE) IN FUND BAL.		68,390.00	
TOTAL EQUITY & FUND BALANCE			<u>1,078,833.45</u>
TOTAL LIABILITIES, EQUITY & FUND BALANCE			1,078,833.45
			=====

350-AIRPORT FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
350-100-102	CLAIM ON POOLED CASH	158,645.77	
350-100-106	TEXPOOL 2017 AIRPORT CONST	1,015,482.52	
350-120-100	AIRPORT RECEIVABLES	7,979.86	
350-120-103	MISC. ACCOUNTS RECEIVABLES	3,291.10	
350-120-250	DUE FROM OTHER FUNDS (AUDITOR)	1,360.00	
350-150-105	DEFERRED AMT ON REFUNDING	3,842.71	
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	2,852,411.28	
350-160-210	EQUIPMENT	107,159.00	
350-160-300	RUNWAY	2,238,415.96	
350-190-103	ACCUMULATED DEPRECIATION	(1,591,509.88)	
			<u>6,921,667.55</u>
TOTAL ASSETS			6,921,667.55
=====			
LIABILITIES			
=====			
350-200-210	NET PENSION LIABILITY	22,520.91	
350-200-213	DENTAL PAYABLE	42.00	
350-200-233	OTHER A/P PENDING (AUDITOR)	(617.76)	
350-200-235	VISION PLAN PAYABLE	0.81	
350-200-401	WAGES PAYABLE	984.42	
350-200-500	ACCOUNTS PAYABLE PENDING	24,930.37	
350-200-501	DUE TO FUND 100 (LOAN ADVANCE)	9,525.00	
350-200-505	DUE TO OTHER FUNDS	19,710.00	
350-200-999	UNRECONCILED DIFFERENCE	(271.67)	
350-210-100	UNAMORT. BOND DISCOUNT	4,589.11	
350-210-101	BOND PREMIUMS	23,831.60	
350-210-110	DEFERRED OUTFLOW TMRS CONT	(3,330.21)	
350-210-115	DEFERRED OUTFLOW INVST TMRS	3,183.36	
350-210-118	DEFERRED INFLOW ACT VS ASSMPT	1,145.97	
350-210-119	DEFERRED OUTFLOW CNCS IN ASSUM	(78.69)	
350-230-102	BOND PAYABLE-\$290K REF 2010	75,000.00	
350-230-103	5.34M COMB SERIES 2017(1.445M)	1,450,000.00	
350-240-101	ACCRUED INTEREST PAYABLE	<u>6,051.25</u>	
TOTAL LIABILITIES			<u>1,637,216.47</u>
EQUITY			
=====			
350-250-100	CONTRIBUTED CAPITAL GRANT	4,274,320.92	
350-250-101	CONTRIBUTED CAPITAL CITY	75,265.82	
350-280-100	RETAINED EARNINGS	470,313.31	
350-281-100	PRIOR PERIOD ADJUSTMENTS	<u>442,482.09</u>	
TOTAL BEGINNING EQUITY			5,262,382.14
TOTAL REVENUE			167,959.62
TOTAL EXPENSES			<u>145,890.68</u>
TOTAL INCREASE/(DECREASE) IN FUND BAL.			22,068.94
TOTAL EQUITY & FUND BALANCE			<u>5,284,451.08</u>
16			
TOTAL LIABILITIES, EQUITY & FUND BALANCE			6,921,667.55
=====			

370-CEMETERY OPERATING FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
370-100-102	CLAIM ON POOLED CASH	218,101.41	
370-160-206	FIXED ASSETS-WORK IN PROGRESS	10,032.80	
370-170-100	CURRENT YR RES FOR ENCUMBRANCE	(959.83)	
370-170-101	PRIOR YR RES FOR ENCUMBRANCE	959.83	
370-190-103	ACCUMULATED DEPRECIATION	(2,006.56)	
			<u>226,127.65</u>
TOTAL ASSETS			226,127.65
			=====
LIABILITIES			
=====			
370-200-110	CURRENT YR ENCUMBRANCE	(959.83)	
370-200-111	PRIOR YEAR ENCUMBRANCE	959.83	
370-200-210	NET PENSION LIABILITY	32,939.00	
370-200-213	ASSURANT DENTAL PAYABLE	(22.51)	
370-200-233	OTHER A/P PENDING (AUDITOR)	(1,342.29)	
370-200-401	WAGES PAYABLE	424.53	
370-200-500	ACCOUNTS PAYABLE PENDING	2,711.60	
370-210-100	DUE TO CEMETERY LAND PURCHASE	203,944.99	
370-210-110	DEFERRED OUTFLOW CONT TMRS	(4,870.75)	
370-210-115	DEFERRED OUTFLOW INVST TMRS	4,655.97	
370-210-118	DEFERRED INFLOW ACTUAL VS ASSM	1,676.09	
370-210-119	DEFERRED OUTFLOW-CHG ASSUMP	(115.09)	
TOTAL LIABILITIES			<u>240,001.54</u>
EQUITY			
=====			
370-270-100	FUND BALANCE	(17,681.74)	
TOTAL BEGINNING EQUITY			(17,681.74)
TOTAL REVENUE		76,127.71	
TOTAL EXPENSES		<u>72,319.86</u>	
TOTAL INCREASE/(DECREASE) IN FUND BAL.		3,807.85	
TOTAL EQUITY & FUND BALANCE			(13,873.89)
TOTAL LIABILITIES, EQUITY & FUND BALANCE			226,127.65
			=====

382-FLEET SERVICES OPERATING

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
382-100-102	CLAIM ON POOLED CASH	20,017.56	
382-120-250	DUE TO OTHER FUNDS	8,213.00	
382-170-100	CURRENT YR RES FOR ENCUMBRANCE	(11,606.35)	
382-170-101	PRIOR YR RES FOR ENCUMBRANCE	<u>905.00</u>	
			<u>17,529.21</u>
TOTAL ASSETS			17,529.21
			=====
LIABILITIES			
=====			
382-200-110	CURRENT YEAR ENCUMBRANCE	(11,606.35)	
382-200-111	PRIOR YEAR ENCUMBRANCE	905.00	
382-200-202	TMRS PAYABLE	(0.01)	
382-200-208	ACCRUED VACATION	4,944.81	
382-200-210	NET PENSION LIABILITY	75,549.28	
382-200-212	UNUM LIFE INSURANCE PAYABLE	12.61	
382-200-214	AFLAC PAYABLE	88.73	
382-200-219	SCOTT & WHITE HEALTH PAYABLE	(55.21)	
382-200-222	PRE-PAID LEGAL PAYABLE	51.80	
382-200-233	OTHER A/P PENDING (AUDITOR)	(2,723.96)	
382-200-401	WAGES PAYABLE	280.94	
382-200-500	ACCOUNTS PAYABLE PENDING	11,181.07	
382-210-110	DEFERRED OUTFLOW CONTB TMRS	(11,171.61)	
382-210-115	DEFERRED OUTFLOW INVST TMRS	10,679.00	
382-210-118	DEFERRED INFLOW ACTUAL VS ASSM	3,844.31	
382-210-119	DEFERRED OUTFLOW-CHNG IN ASSUMP	(<u>263.96</u>)	
TOTAL LIABILITIES			<u>81,716.45</u>
EQUITY			
=====			
382-270-100	FUND BALANCE	(<u>76,794.89</u>)	
TOTAL BEGINNING EQUITY			(76,794.89)
TOTAL REVENUE			280,027.52
TOTAL EXPENSES			<u>267,419.87</u>
TOTAL INCREASE/(DECREASE) IN FUND BAL.			12,607.65
TOTAL EQUITY & FUND BALANCE			(<u>64,187.24</u>)
TOTAL LIABILITIES, EQUITY & FUND BALANCE			17,529.21
			=====

384-FLEET REPLACEMENT FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
384-100-102	CLAIM ON POOLED CASH	(33,227.52)	
384-100-105	SIGNATURE BANK EQUIP (ESCROW)	37,084.79	
384-100-108	2018 FLEET/EQUIP TEXSTAR 20180	2,054,774.25	
384-150-100	BOND ISSUANCE COSTS	42,598.96	
384-160-320	MACHINERY & EQUIPMENT	4,726,709.02	
384-170-100	CURRENT YR RES FOR ENCUMBRANCE	(2,523,539.13)	
384-170-101	PRIOR YR RES FOR ENCUMBRANCE	1,755,954.92	
384-190-103	ACCUMULATED DEPRECIATION	(2,977,452.73)	
			<u>3,082,902.56</u>
TOTAL ASSETS			3,082,902.56
			=====
LIABILITIES			
=====			
384-200-110	CURRENT YEAR ENCUMBRANCE	(2,469,135.13)	
384-200-111	PRIOR YEAR ENCUMBRANCE	1,701,550.92	
384-200-500	ACCOUNTS PAYABLE PENDING	32,993.87	
384-200-505	DUE FROM OTHER FUNDS	9,573.00	
384-210-101	UNAMORT BOND PREMIUM	52,670.34	
384-230-103	5.44M COMB SERIES 2015 (2.66M)	2,050,000.00	
384-230-120	CAP LEASE PAYABLE-NONCURRENT	1,232,191.85	
384-230-125	NOTES PAYABLE	582,656.62	
384-240-101	ACCRUED INTEREST PAYABLE	22,154.55	
			<u>3,214,656.02</u>
TOTAL LIABILITIES			3,214,656.02
EQUITY			
=====			
384-270-100	FUND BALANCE	<u>125,410.75</u>	
	TOTAL BEGINNING EQUITY	125,410.75	
TOTAL REVENUE		234,082.44	
TOTAL EXPENSES		<u>491,246.65</u>	
TOTAL INCREASE/(DECREASE) IN FUND BAL.		(257,164.21)	
TOTAL EQUITY & FUND BALANCE		(<u>131,753.46</u>)	
TOTAL LIABILITIES, EQUITY & FUND BALANCE			3,082,902.56
			=====

02/28/19

Attachment E
Sales Tax Tracking Report

City of Taylor

Sales Tax Tracking (City's Portion) - FY 2018-19

Monthly

	2014-15 Actual	2015-16 Actual	2016-17 Actual	2017-18 Actual	2018-19 Estimate Amount	\$ Difference from Actual to Est. Amt	% from Actual	2018-19 Actual	\$ Difference from Prior Year Amount	% from Pr. Yr. Actual
October	193,841	219,175	240,266	249,908	255,225	7,717	2.9%	262,942	13,034	5.2%
November	256,386	253,276	280,703	275,905	284,182	28,160	9.0%	312,342	36,437	13.2%
December	217,843	227,515	227,092	247,094	250,756	31,304	11.1%	282,061	34,967	14.2%
January	213,784	207,443	230,015	284,353	289,133	(42,598)	-17.3%	246,535	(37,818)	-13.3%
February	301,341	291,338	299,656	315,901	321,628	(10,665)	-3.4%	310,963	(4,938)	-1.6%
March	196,325	199,834	214,354	220,625	227,243					
April	217,847	207,483	206,267	210,365	212,926					
May	286,253	298,046	300,302	312,607	315,985					
June	236,146	224,574	241,680	239,902	243,349					
July	251,649	235,338	234,716	262,399	266,521					
August	299,127	295,019	255,613	303,974	309,343					
Sept.	239,549	234,255	233,209	247,969	251,658					
% Monthly Increase over prior year	8.8%	-2.2%	-0.4%		\$ 3,227,952	\$ 13,918			\$ 41,682	

Cumulative Year -to- Date on Actual

	2014-15 Actual	2015-16 Actual	2016-17 Actual	2017-18 Actual	2018-19 Estimate Amount	\$ Difference from Actual to Est. Amt	% from Actual	2018-19 Actual	\$ Difference from Prior Year Amount	% from Pr. Yr. Actual
October	\$ 193,841	219,175	240,266	249,908	255,225	7,717	2.9%	262,942	13,034	5.2%
November	\$ 450,227	472,451	520,969	525,813	539,408	35,877	6.2%	575,285	49,471	9.4%
December	\$ 668,070	699,966	748,061	772,907	790,164	67,181	7.8%	857,345	84,438	10.9%
January	\$ 881,854	907,408	978,077	1,057,260	1,079,297	24,583	2.2%	1,103,880	46,620	4.4%
February	\$ 1,183,195	1,198,747	1,277,733	1,373,161	1,400,925	13,918	1.0%	1,414,843	41,682	3.0%
March	\$ 1,379,520	1,398,581	1,492,087	1,593,785	1,628,169					
April	\$ 1,597,367	1,606,064	1,698,355	1,804,151	1,841,095					
May	\$ 1,883,620	1,904,110	1,998,657	2,116,757	2,157,080					
June	\$ 2,119,766	2,128,684	2,240,337	2,356,659	2,400,429					
July	\$ 2,371,415	2,364,022	2,475,053	2,619,058	2,666,950					
August	\$ 2,670,542	2,659,041	2,730,666	2,923,032	2,976,293					
Sept.	\$ 2,910,092	2,893,297	2,963,875	3,171,002	3,227,952					
% Y-T-D Increase over prior year	7.1%	-0.6%	2.4%	6.5%						

02/28/19

Attachment F
Listing of Current Investments



Monthly Investment Report

February 28, 2019

PATTERSON & ASSOCIATES



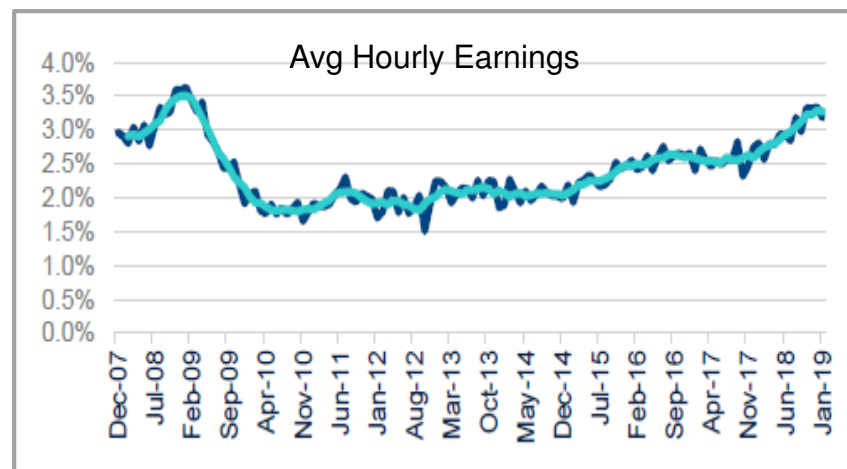
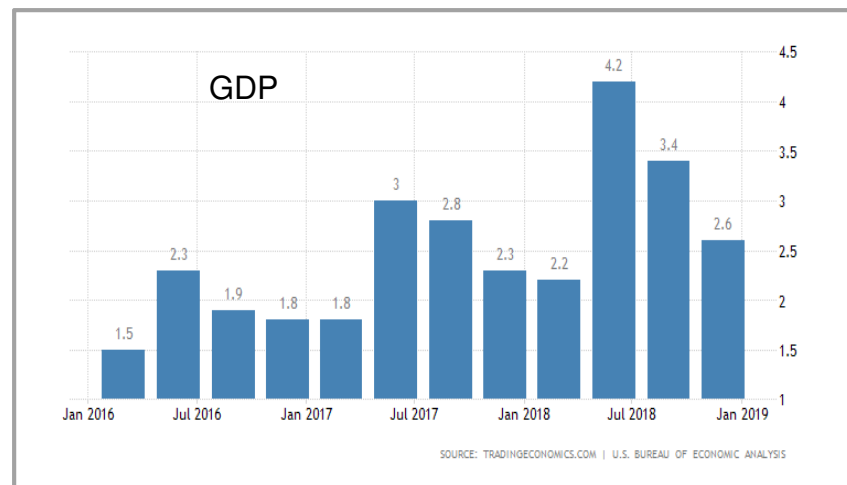
INVESTMENT PROFESSIONALS

Patience is a Virtue

The Federal Reserve seems to have done a 180 from December but the new message is clear: they are waiting to see the data. Chairman Powell is intent on reiterating patience on the still strong economy. In testimony this month he stated *"When I say that we are going to be patient what that really means is that we are in no rush to make a judgment about changes in policy. We are going to be patient. We are going to allow the situation to evolve ... and allow the data to come in. And I think we are in a very good place to do that."* For most Fed officials, international concerns and the future risk of contagion from a growth and disinflation standpoint remain a deterrent. As a result the market does not anticipate a hike in March and a Bloomberg survey reported a 90% chance of no hikes in 2019. But the strength has moderated the talk of easing in 2019 also.

The U.S. economy ended 2018 on a stronger note than anticipated. GDP was a welcome surprise to the upside with the initial 4Q read at 2.6%, well above the 2.2% forecast. However, the details have some analysts scratching their heads. After all, December retail sales fell a whopping 1.2%, yet the consumer appears to be on relatively solid footing. A declining trend was apparent at year end but the outsized drop in December was no doubt exacerbated by the anticipation of and the actual government shutdown.

The seeming conflict in data this quarter continues. Employment is strong but construction is down. Business investment (a willingness to invest) is stronger but residential investments are weaker. CPI remains unchanged at the Fed's target with energy savings offsetting other food /core costs. Some of the data mismatches will be reconciled in the coming months but for now the Fed can justify the stronger-than-expected growth rate at the end of last year as reinforcement to the Committee's notion of continued steady growth and the expectation of solid growth although at a slower pace.



Trade and Brexit

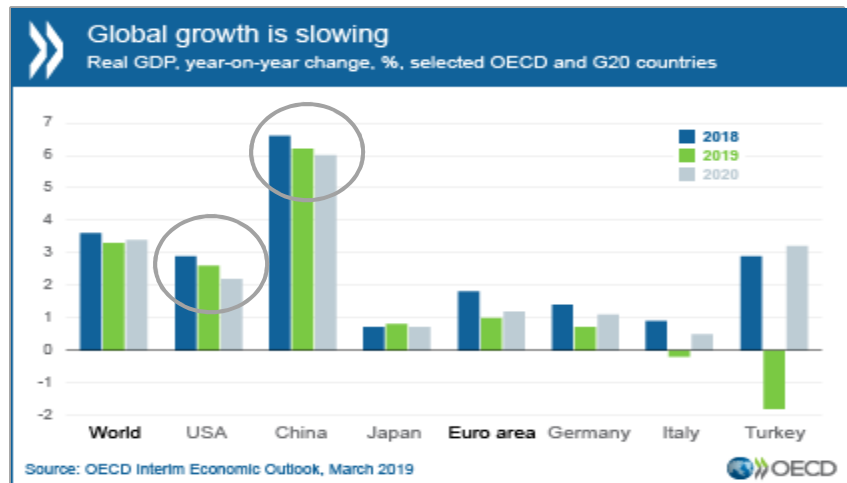
According to the WSJ and *undisclosed sources* the US and China are close to a trade deal. China would be increasing its purchases of agricultural products, autos and chemicals and the US would be lessening or removing the sanctions imposed over the last year. Even a partial resolution would settle markets which are taking a wait and see stance. A March 27th deadline is anticipated.

The trade issue is critical to both countries. China has been spending billions in stimulus measures to shore up its economy and reduce the risk of a continuing slowdown which began last year. There is an increasing use of tax policy to maintain growth. The Premier understated official statement summed it up as a “tough struggle in a complicated environment.”

Italy is ready to become the first G7 country to join China’s Belt and Road Initiative which is another arm of China’s growth agenda. This Italian move has a second benefit to China, it undermines the US pressure on China in the trade negotiations.

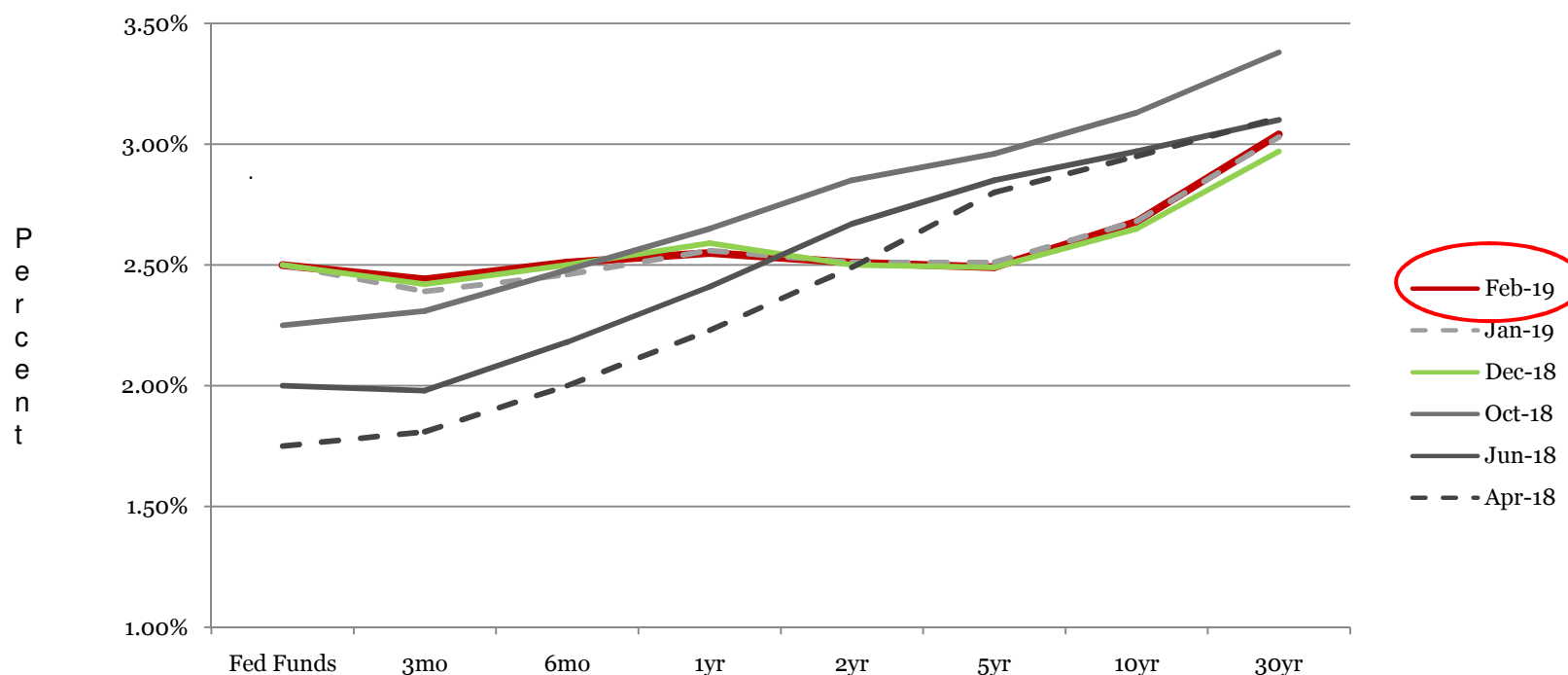
An equally important event is the Brexit deal which has a hard deadline of March 29th. Hung up on an *Irish Backstop* provision, the Brexit deal has an even greater potential impact on the European region. A ‘soft’ exit appears farther and farther away. PM May has even offered £1.6B to aide poorer areas in anticipation of the non-deal but critics describe it as *buying votes*. While trade sanctions and levels will settle into international dealings relatively quickly a Brexit – especially one not fully clarified – will have long-term trade and financial ramifications.

The deadline dates for both these events is eerily close to the ides of March which to the ancient Romans was a deadline for settling debts.



The Flattening Curve

- Two inversions continue on the curve. An inversion around the 3 month area can be explained by investors keeping their powder dry in these turbulent markets. The flat to inverted 1 year to 5 year area is more troubling. But with the US curve continuing to outperform all other major markets the situation is clearly not a result of weakness in the economy. It has not been and continues to be not a panic situation.
- The key to interpreting the yield curve continues to come from the general slowing of the global economy and the anticipation that without inflation or stronger growth the Fed will not be able to continue raising rates. If the Fed does not raise rates money will be cheap and stock markets will continue to run.

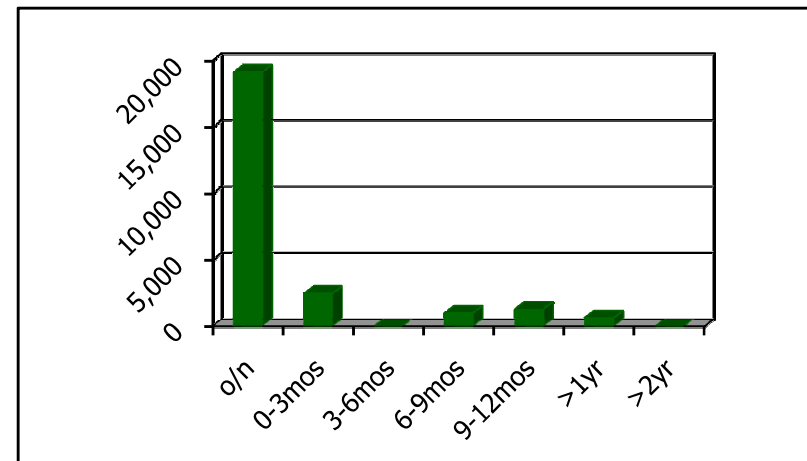
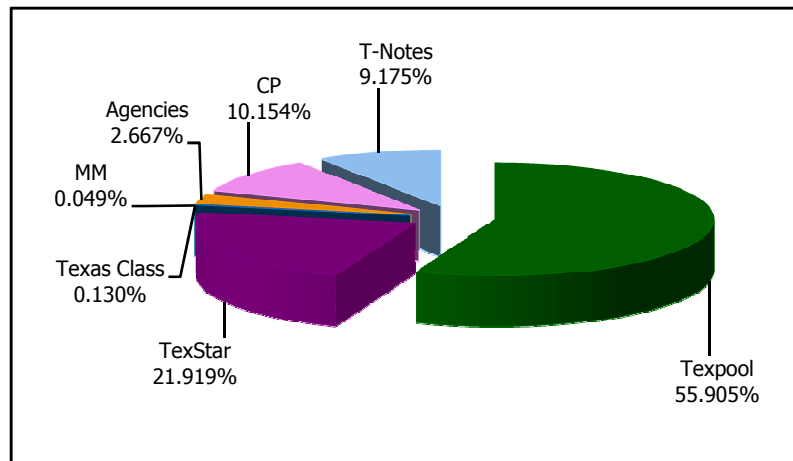


End of Month Rates - Full Yield Curve – Fed Funds to 30yr

Your Portfolio

As of February 28, 2019

- P&A constantly reviews your portfolio for optimal asset allocation and a controlled average maturity because a diversified portfolio can better adjust to volatile market conditions.
- The graphs below show asset allocations by market sector and by maturity. They do reflect our anticipation of a rate increase in 2019 – and possibly two – but not in the first quarter. This slowdown in rate hikes and the potential of decreasing rates indicates the need to extend portfolios. Extending now will lock in yields even though rates may decrease and provides for extra safety.
- The non-cash portion of your portfolio is yielding 2.80%.





**City of Taylor, Texas
Portfolio Management
Portfolio Summary
February 28, 2019**

Patterson & Associates
901 S. MoPac
Suite 195
Austin, TX 78746
-

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 365 Equiv.
Commercial Paper Disc. -Amortizing	2,500,000.00	2,490,129.31	2,490,129.31	10.15	166	51	2.857
Federal Agency Coupon Securities	655,000.00	656,361.75	654,030.30	2.67	546	431	2.889
Treasury Coupon Securities	2,275,000.00	2,252,766.45	2,249,887.22	9.17	429	292	2.709
Texpool	13,709,023.21	13,709,023.21	13,709,023.21	55.90	1	1	2.397
TexStar	5,374,967.96	5,374,967.96	5,374,967.96	21.92	1	1	2.400
Texas Class	31,972.01	31,972.01	31,972.01	0.13	1	1	2.630
Money Market	12,228.96	12,228.96	12,228.96	0.05	1	1	0.010
	24,558,192.14	24,527,449.65	24,522,238.97	100.00%	72	44	2.485
Investments							

Cash and Accrued Interest							
Accrued Interest at Purchase		50.22	50.22				
Subtotal		50.22	50.22				
Total Cash and Investments	24,558,192.14	24,527,499.87	24,522,289.19		72	44	2.485

Total Earnings	February 28 Month Ending	Fiscal Year To Date
Current Year	46,982.51	210,160.58

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

Rosemarie Dennis

3/20/2019

Rosemarie Dennis, Finance Director

Reporting period 02/01/2019-02/28/2019

Data Updated: SET_TAYL: 03/19/2019 10:36

Run Date: 03/19/2019 - 10:36

Portfolio TAYL

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PM (PRF_PM1) 7.3.0

Report Ver. 7.3.6.1



**City of Taylor, Texas
Summary by Type
February 28, 2019
Grouped by Fund**

Patterson & Associates
901 S. MoPac
Suite 195
Austin, TX 78746
-

Security Type	Number of Investments	Par Value	Book Value	% of Portfolio	Average YTM 365	Average Days to Maturity
Fund: Airport Fund						
Texpool	1	1,015,482.52	1,015,482.52	4.14	2.397	1
Subtotal	1	1,015,482.52	1,015,482.52	4.14	2.397	1
Fund: Cemetery Permanent Fund						
Federal Agency Coupon Securities	1	375,000.00	374,444.83	1.53	2.889	431
Money Market	1	0.00	0.00	0.00	0.000	0
Treasury Coupon Securities	1	375,000.00	369,998.92	1.51	2.743	365
Texas Class	1	31,972.01	31,972.01	0.13	2.630	1
Texpool	1	1,624.96	1,624.96	0.01	2.397	1
TexStar	1	73,161.46	73,161.46	0.30	2.400	1
Subtotal	6	856,758.43	851,202.18	3.48	2.773	348
Fund: Fleet Replacement Fund						
TexStar	1	2,054,774.25	2,054,774.25	8.38	2.400	1
Subtotal	1	2,054,774.25	2,054,774.25	8.38	2.400	1
Fund: General Fund						
Principal	1	-35.17	-35.17	0.00	0.000	1
Money Market	2	12,228.96	12,228.96	0.05	0.010	1
Commercial Paper Disc. -Amortizing	3	2,500,000.00	2,490,129.31	10.15	2.857	51
Federal Agency Coupon Securities	1	280,000.00	279,585.47	1.14	2.889	431
Treasury Coupon Securities	2	1,400,000.00	1,384,480.18	5.65	2.686	267
Texpool	1	10,323,851.56	10,323,851.56	42.10	2.397	1
TexStar	1	3,247,032.25	3,247,032.25	13.24	2.400	1
Subtotal	11	17,763,077.60	17,737,272.56	72.33	2.491	36
Fund: General Capital Fund						
TexStar	1	0.00	0.00	0.00	0.000	0

City of Taylor, Texas
Summary by Type
February 28, 2019
Grouped by Fund

Security Type	Number of Investments	Par Value	Book Value	% of Portfolio	Average YTM 365	Average Days to Maturity
Subtotal	1	0.00	0.00	0.00	0.000	0
Fund: Special Rev-Tax Increment Fund						
Texpool	1	456,505.74	456,505.74	1.86	2.397	1
Subtotal	1	456,505.74	456,505.74	1.86	2.397	1
Fund: Utility Fund						
Treasury Coupon Securities	1	500,000.00	495,408.12	2.02	2.747	305
Texpool	1	1,911,558.43	1,911,558.43	7.80	2.397	1
Subtotal	2	2,411,558.43	2,406,966.55	9.82	2.469	64
Total and Average	23	24,558,156.97	24,522,203.80	100.00	2.485	44



**City of Taylor, Texas
Fund AIR - Airport Fund
Investments by Fund
February 28, 2019**

Patterson & Associates
901 S. MoPac
Suite 195
Austin, TX 78746
-

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Texpool										
300019	10007	Texpool	11/01/2017	1,015,482.52	1,015,482.52	1,015,482.52	2.397	2.364	2.397	1
Subtotal and Average				1,015,482.52	1,015,482.52	1,015,482.52		2.364	2.397	1
Total Investments and Average				1,015,482.52	1,015,482.52	1,015,482.52		2.364	2.397	1

Fund CEM - Cemetery Permanent Fund
Investments by Fund
February 28, 2019

Page 2

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Federal Agency Coupon Securities											
3133EJQ51	10036	FFCB Note	11/06/2018	374,444.83	375,000.00	375,779.63	2.760	2.849	2.889	05/05/2020	431
Subtotal and Average				374,444.83	375,000.00	375,779.63		2.850	2.889		431
Treasury Coupon Securities											
912828J50	10032	T Note	09/21/2018	369,998.92	375,000.00	370,649.25	1.375	2.705	2.743	02/29/2020	365
Subtotal and Average				369,998.92	375,000.00	370,649.25		2.706	2.743		365
Texpool											
300007	10008	Texpool	11/01/2017	1,624.96	1,624.96	1,624.96	2.397	2.364	2.397		1
Subtotal and Average				1,624.96	1,624.96	1,624.96		2.364	2.397		1
TexStar											
22880	10003	TexStar	11/01/2017	73,161.46	73,161.46	73,161.46	2.400	2.367	2.400		1
Subtotal and Average				73,161.46	73,161.46	73,161.46		2.367	2.400		1
Texas Class											
70006	10001	Texas Class	11/01/2017	31,972.01	31,972.01	31,972.01	2.630	2.593	2.630		1
Subtotal and Average				31,972.01	31,972.01	31,972.01		2.594	2.630		1
Money Market											
54941	10009	Fidelity Govt Cash Res (FDRXX)	11/01/2017	0.00	0.00	0.00					1
Subtotal and Average				0.00	0.00	0.00		0.000	0.000		0
Total Investments and Average				851,202.18	856,758.43	853,187.31		2.735	2.773		348

Fund FLEET - Fleet Replacement Fund
Investments by Fund
February 28, 2019

Page 3

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
TexStar										
20180	10030	TexStar	08/08/2018	2,054,774.25	2,054,774.25	2,054,774.25	2.400	2.367	2.400	1
Subtotal and Average				2,054,774.25	2,054,774.25	2,054,774.25		2.367	2.400	1
Total Investments and Average				2,054,774.25	2,054,774.25	2,054,774.25		2.367	2.400	1

**Fund GEN - General Fund
Investments by Fund
February 28, 2019**

Page 4

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Commercial Paper Disc. -Amortizing											
16536JRV1	10035	Chesham Finance CP	10/31/2018	995,427.50	1,000,000.00	995,427.50		2.829	2.868	04/29/2019	59
27873KRV6	10034	Ebury Finance CP	10/31/2018	995,427.50	1,000,000.00	995,427.50		2.829	2.868	04/29/2019	59
67983UQL0	10038	Old Line Funding CP	11/28/2018	499,274.31	500,000.00	499,274.31		2.773	2.812	03/20/2019	19
Subtotal and Average				2,490,129.31	2,500,000.00	2,490,129.31		2.818	2.857		50
Federal Agency Coupon Securities											
3133EJQ51	10037	FFCB Note	11/06/2018	279,585.47	280,000.00	280,582.12	2.760	2.849	2.889	05/05/2020	431
Subtotal and Average				279,585.47	280,000.00	280,582.12		2.850	2.889		431
Treasury Coupon Securities											
912828J50	10031	T Note	09/21/2018	394,665.52	400,000.00	395,359.20	1.375	2.705	2.743	02/29/2020	365
912828T59	10033	T Note	10/04/2018	989,814.66	1,000,000.00	990,547.00	1.000	2.627	2.663	10/15/2019	228
Subtotal and Average				1,384,480.18	1,400,000.00	1,385,906.20		2.650	2.686		267
Texpool											
300003	10004	Texpool	11/01/2017	10,323,851.56	10,323,851.56	10,323,851.56	2.397	2.364	2.397		1
Subtotal and Average				10,323,851.56	10,323,851.56	10,323,851.56		2.364	2.397		1
TexStar											
34440	10002	TexStar	11/01/2017	3,247,032.25	3,247,032.25	3,247,032.25	2.400	2.367	2.400		1
Subtotal and Average				3,247,032.25	3,247,032.25	3,247,032.25		2.367	2.400		1
Money Market											
60618	10000	Citizens Nat'l Bank MM-Public	11/01/2017	12,228.96	12,228.96	12,228.96	0.010	0.009	0.010		1
54942	10010	Fidelity Govt Cash Res (FDRXX)	11/01/2017	0.00	0.00	0.00					1
Subtotal and Average				12,228.96	12,228.96	12,228.96		0.010	0.010		1
Principal											
54942A	10040	Cash	01/02/2019	-35.17	-35.17	-35.17					1
Subtotal and Average				-35.17	-35.17	-35.17		0.000	0.000		1
Total Investments and Average				17,737,272.56	17,763,077.60	17,739,695.23		2.457	2.491		35

Fund GENCAP - General Capital Fund
Investments by Fund
February 28, 2019

Page 5

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
TexStar										
20181	10029	TexStar	08/08/2018	0.00	0.00	0.00	2.307	2.275	2.306	1
Subtotal and Average				0.00	0.00	0.00		0.000	0.000	0
Total Investments and Average				0.00	0.00	0.00		0.000	0.000	0

Fund SPECREV - Special Rev-Tax Increment Fund
Investments by Fund
February 28, 2019

Page 6

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Texpool										
300004	10005	Texpool	11/01/2017	456,505.74	456,505.74	456,505.74	2.397	2.364	2.397	1
Subtotal and Average				456,505.74	456,505.74	456,505.74		2.364	2.397	1
Total Investments and Average				456,505.74	456,505.74	456,505.74		2.364	2.397	1

**Fund UTIL - Utility Fund
Investments by Fund
February 28, 2019**

Page 7

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Treasury Coupon Securities										
912828G95	10039	T Note	12/12/2018	495,408.12	500,000.00	496,211.00	1.625	2.709	2.747	12/31/2019 305
Subtotal and Average				495,408.12	500,000.00	496,211.00		2.710	2.747	305
Texpool										
300001	10006	Texpool	11/01/2017	1,911,558.43	1,911,558.43	1,911,558.43	2.397	2.364	2.397	1
Subtotal and Average				1,911,558.43	1,911,558.43	1,911,558.43		2.364	2.397	1
Total Investments and Average				2,406,966.55	2,411,558.43	2,407,769.43		2.435	2.469	63



City of Taylor, Texas
Cash Reconciliation Report
For the Period February 1, 2019 - February 28, 2019
Grouped by Fund

Patterson & Associates
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Trans. Date	Investment #	Fund	Trans. Type	Security ID	Par Value	Security Description	Maturity Date	Purchases	Interest	Redemptions	Cash
Cemetery Permanent Fund											
02/28/2019	10032	CEM	Interest	912828J50	375,000.00	TNOTE 0.4M 1.38% Mat. 02/29/2020	02/29/2020	0.00	2,578.13	0.00	2,578.13
Subtotal								0.00	2,578.13	0.00	2,578.13
General Fund											
02/28/2019	10031	GEN	Interest	912828J50	400,000.00	TNOTE 0.4M 1.38% Mat. 02/29/2020	02/29/2020	0.00	2,750.00	0.00	2,750.00
Subtotal								0.00	2,750.00	0.00	2,750.00
Total								0.00	5,328.13	0.00	5,328.13



City of Taylor, Texas
Interest Earnings
Sorted by Fund - Fund
February 1, 2019 - February 28, 2019
Yield on Average Book Value

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										Adjusted Interest Earnings		
CUSIP	Investment #	Fund	Security Type	Ending Par Value	Beginning Book Value	Average Book Value	Maturity Date	Current Rate	Annualized Yield	Interest Earned	Amortization/ Accretion	Adjusted Interest Earnings
Fund: Airport Fund												
300019	10007	AIR	RRP	1,015,482.52	1,013,618.53	1,013,685.10		2.397	2.397	1,863.99	0.00	1,863.99
Subtotal				1,015,482.52	1,013,618.53	1,013,685.10			2.397	1,863.99	0.00	1,863.99
Fund: Cemetery Permanent Fund												
3133EJQ51	10036	CEM	FAC	375,000.00	374,405.55	374,424.63	05/05/2020	2.760	3.140	862.50	39.28	901.78
912828J50	10032	CEM	TRC	375,000.00	369,615.28	369,813.95	02/29/2020	1.375	2.757	398.60	383.64	782.24
300007	10008	CEM	RRP	1,624.96	1,621.88	1,621.99		2.397	2.475	3.08	0.00	3.08
70006	10001	CEM	RR3	31,972.01	31,907.48	31,909.78		2.630	2.636	64.53	0.00	64.53
22880	10003	CEM	RR2	73,161.46	73,027.02	73,031.82		2.400	2.400	134.44	0.00	134.44
Subtotal				856,758.43	850,577.21	850,802.17			2.890	1,463.15	422.92	1,886.07
Fund: Fleet Replacement Fund												
20180	10030	FLEET	RR2	2,054,774.25	2,064,399.64	2,057,349.38		2.400	2.400	3,787.61	0.00	3,787.61
Subtotal				2,054,774.25	2,064,399.64	2,057,349.38			2.400	3,787.61	0.00	3,787.61
Fund: General Fund												
3133EJQ51	10037	GEN	FAC	280,000.00	279,556.14	279,570.39	05/05/2020	2.760	3.140	644.00	29.33	673.33
912828T59	10033	GEN	TRC	1,000,000.00	988,563.83	989,211.59	10/15/2019	1.000	2.662	769.23	1,250.83	2,020.06
912828J50	10031	GEN	TRC	400,000.00	394,256.30	394,468.21	02/29/2020	1.375	2.757	425.17	409.22	834.39
300003	10004	GEN	RRP	10,323,851.56	9,054,137.45	10,293,520.02		2.397	2.397	18,926.63	0.00	18,926.63
60618	10000	GEN	RR4	12,228.96	12,228.87	12,228.87		0.010	0.010	0.09	0.00	0.09
34440	10002	GEN	RR2	3,247,032.25	3,506,544.28	3,364,423.24		2.400	2.400	6,193.47	0.00	6,193.47
27873KRV6	10034	GEN	ACP	1,000,000.00	993,257.50	994,381.25	04/29/2019		2.845	0.00	2,170.00	2,170.00
16536JRV1	10035	GEN	ACP	1,000,000.00	993,257.50	994,381.25	04/29/2019		2.845	0.00	2,170.00	2,170.00
67983UQL0	10038	GEN	ACP	500,000.00	498,204.86	498,758.68	03/20/2019		2.795	0.00	1,069.45	1,069.45
54942A	10040	GEN	RR5	-35.17	-34.91	-34.99				0.00	0.00	0.00
Subtotal				17,763,077.60	16,719,971.82	17,820,908.51			2.491	26,958.59	7,098.83	34,057.42

City of Taylor, Texas
Interest Earnings
February 1, 2019 - February 28, 2019

Page 2

CUSIP	Investment #	Fund	Security Type	Ending Par Value	Beginning Book Value	Average Book Value	Maturity Date	Current Rate	Adjusted Interest Earnings			
									Annualized Yield	Interest Earned	Amortization/ Accretion	Adjusted Interest Earnings
Fund: Special Rev-Tax Increment Fund												
300004	10005	SPECREV	RRP	456,505.74	455,667.78	455,697.71		2.397	2.397	837.96	0.00	837.96
			Subtotal	456,505.74	455,667.78	455,697.71			2.397	837.96	0.00	837.96
Fund: Utility Fund												
912828G95	10039	UTIL	TRC	500,000.00	494,986.57	495,204.87	12/31/2019	1.625	2.764	628.46	421.55	1,050.01
300001	10006	UTIL	RRP	1,911,558.43	1,880,670.23	1,903,073.60		2.397	2.397	3,499.45	0.00	3,499.45
			Subtotal	2,411,558.43	2,375,656.80	2,398,278.48			2.473	4,127.91	421.55	4,549.46
			Total	24,558,156.97	23,479,891.78	24,596,721.34			2.490	39,039.21	7,943.30	46,982.51



City of Taylor, Texas
Amortization Schedule
February 1, 2019 - February 28, 2019
Sorted By Fund - Fund

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Investment #		Maturity Date	Beginning Par Value				Amounts Amortized			
Issuer	Fund	Amort. Date	Current Rate	Purchase Principal	Original Premium or Discount	Ending Book Value	And Unamortized As of 02/01/2019	Amount Amortized This Period	Amt Amortized Through 02/28/2019	Amount Unamortized Through 02/28/2019
Cemetery Permanent Fund										
10036 FFCB Note	CEM	05/05/2020	375,000.00 2.760	374,294.25	-705.75	374,444.83	111.30 -594.45	39.28	150.58	-555.17
10032 T Note	CEM	02/29/2020	375,000.00 1.375	367,792.97	-7,207.03	369,998.92	1,822.31 -5,384.72	383.64	2,205.95	-5,001.08
Subtotal				742,087.22	-7,912.78	744,443.75	1,933.61 -5,979.17	422.92	2,356.53	-5,556.25
General Fund										
10035 Chesham Finance CP	GEN	04/29/2019	1,000,000.00	986,050.00	-13,950.00	995,427.50	7,207.50 -6,742.50	2,170.00	9,377.50	-4,572.50
10034 Ebury Finance CP	GEN	04/29/2019	1,000,000.00	986,050.00	-13,950.00	995,427.50	7,207.50 -6,742.50	2,170.00	9,377.50	-4,572.50
10037 FFCB Note	GEN	05/05/2020	280,000.00 2.760	279,473.04	-526.96	279,585.47	83.10 -443.86	29.33	112.43	-414.53
10038 Old Line Funding CP	GEN	03/20/2019	500,000.00	495,722.22	-4,277.78	499,274.31	2,482.64 -1,795.14	1,069.45	3,552.09	-725.69
10031 T Note	GEN	02/29/2020	400,000.00 1.375	392,312.50	-7,687.50	394,665.52	1,943.80 -5,743.70	409.22	2,353.02	-5,334.48
10033 T Note	GEN	10/15/2019	1,000,000.00 1.000	983,203.13	-16,796.87	989,814.66	5,360.70 -11,436.17	1,250.83	6,611.53	-10,185.34
Subtotal				4,122,810.89	-57,189.11	4,154,194.96	24,285.24 -32,903.87	7,098.83	31,384.07	-25,805.04
Utility Fund										
10039 T Note	UTIL	12/31/2019	500,000.00 1.625	494,218.75	-5,781.25	495,408.12	767.82 -5,013.43	421.55	1,189.37	-4,591.88
Subtotal				494,218.75	-5,781.25	495,408.12	767.82 -5,013.43	421.55	1,189.37	-4,591.88
Total				5,359,116.86	-70,883.14	5,394,046.83	26,986.67 -43,896.47	7,943.30	34,929.97	-35,953.17



City of Taylor, Texas
Projected Cashflow Report
Sorted by Monthly

Patterson & Associates
 901 S. MoPac
 Suite 195
 Austin, TX 78746
 -

For the Period March 1, 2019 - September 30, 2019

Projected Trans. Date	Investment #	Fund	Security ID	Transaction Type	Issuer	Par Value	Original Cost	Principal	Interest	Total
March 2019										
03/20/2019	10038	GEN	67983UQL0	Maturity	Old Line Funding CP	500,000.00	495,722.22	500,000.00	0.00	500,000.00
Total for March 2019						500,000.00	495,722.22	500,000.00	0.00	500,000.00
April 2019										
04/15/2019	10033	GEN	912828T59	Interest	T Note	0.00	0.00	0.00	5,000.00	5,000.00
04/29/2019	10034	GEN	27873KRV6	Maturity	Ebury Finance CP	1,000,000.00	986,050.00	1,000,000.00	0.00	1,000,000.00
04/29/2019	10035	GEN	16536JRV1	Maturity	Chesham Finance CP	1,000,000.00	986,050.00	1,000,000.00	0.00	1,000,000.00
Total for April 2019						2,000,000.00	1,972,100.00	2,000,000.00	5,000.00	2,005,000.00
May 2019										
05/05/2019	10036	CEM	3133EJQ51	Interest	FFCB Note	0.00	0.00	0.00	5,175.00	5,175.00
05/05/2019	10037	GEN	3133EJQ51	Interest	FFCB Note	0.00	0.00	0.00	3,864.00	3,864.00
Total for May 2019						0.00	0.00	0.00	9,039.00	9,039.00
June 2019										
06/30/2019	10039	UTIL	912828G95	Interest	T Note	0.00	0.00	0.00	4,062.50	4,062.50
Total for June 2019						0.00	0.00	0.00	4,062.50	4,062.50
August 2019										
08/31/2019	10031	GEN	912828J50	Interest	T Note	0.00	0.00	0.00	2,750.00	2,750.00
08/31/2019	10032	CEM	912828J50	Interest	T Note	0.00	0.00	0.00	2,578.13	2,578.13
Total for August 2019						0.00	0.00	0.00	5,328.13	5,328.13
GRAND TOTALS:						2,500,000.00	2,467,822.22	2,500,000.00	23,429.63	2,523,429.63



***City Council Meeting
March 28, 2019
Transmittal Letter***

STRATEGIC PILLAR

- ☐ Streets/Infrastructure
- ☐ Quality of Life
- ☒ Economic Vitality

Agenda Item #: 4

Agenda Title: Consider Ordinance No. 2019-05
establishing a records and information management
program and adopting the Texas State Library and
Archives Commission retention schedules

Council Action to be taken: Adopt Ordinance

Department Submitted: City Management

Staff Contact: Dianna Barker, City Clerk

1. PURPOSE/DESCRIPTION

The purpose of this item is to approve an ordinance that will adopt a Records Management Program/Policy and the necessary retention schedules from the Texas State Library and Archives Commission (TSLAC).

2. STAFF ANALYSIS (How and Why)

In January 1991 the city adopted an ordinance establishing a records and information management program to manage the records received and created by city staff and elected officials and retention schedules from the TSLAC. That ordinance was amended by Ordinance 96-25 naming the City Clerk as the Records Management Officer (RMO). Since the adoption of the program in 1991, state regulations regarding the retention and handling of government documents and retention periods for those documents have changed. The attached Records Management Program/Policy has been revised to reflect state regulations and adopt the necessary retention schedules. This ordinance repeals and replaces all previous records management ordinances.

3. RECOMMENDATION

Adopt ordinance.

4. FUNDING SOURCE

N/A

5. TIMELINE

Adopt ordinance at the March 28, 2019 City Council meeting.

6. PRIOR COUNCIL ACTIONS TAKEN

Adoption of Ordinance for Records Management Program dated January 1991

Adoption of Ordinance 96-25 amending 1991 ordinance naming the City Clerk as RMO.

7. OTHER OPTIONS (In order of preference)

Do not introduce ordinance and maintain city records based on requirements from the 1991 and 1996 ordinances.

8. ATTACHMENTS

4a [Ordinance](#)

4b [Records Management Program/Policy](#)

2019-05

AN ORDINANCE PROVIDING FOR THE ESTABLISHMENT OF A RECORDS AND INFORMATION MANAGEMENT PROGRAM FOR THE CITY OF TAYLOR, TEXAS; DESIGNATING THE CITY CLERK AS THE RECORDS MANAGEMENT OFFICER AND PROVIDING OWNERSHIP OF MUNICIPAL RECORDS; PROVIDING FOR DESTRUCTION OF ORIGINAL PUBLIC RECORDS AND FOR ALL OTHER MUNICIPAL RECORDS, REPEALING ALL ORDINANCES IN CONFLICT HERewith TO THE EXTENT OF SUCH CONFLICT; PROVIDING A SAVINGS CLAUSE AND CONTAINING OTHER PROVISION RELATING OT THE SUBJECT AND DECLARING AN EMERGENCY IN ITS ENACTMENT.

WHEREAS, The Local Government Code provides that a City must establish by ordinance an active and continuing records management program to be administered by a Records Management Officer; and

WHEREAS, the City of Taylor, hereinafter at times called "City" desires to adopt an ordinance for that purpose and to prescribe policies and procedures consistent with the Local Government Records Act and is the interests of cost effective and efficient recordkeeping;

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

SECTION 1: DEFINITION OF CITY RECORDS. All documents, papers, letters, books, maps, photographs, sound or video recordings, microfilm, magnetic tape, electronic media, or other information recording media, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the state, created or received by the City or any of its officers or employees pursuant to law or in the transaction of public business are hereby declared to be the records of the City and shall be created, maintained, and disposed of in accordance with the provisions of this ordinance or the procedures authorized by it and in no other manner.

SECTION 2: ADDITIONAL DEFINITIONS.

- (1) "Department Head" means the officer who by ordinance, order, or administrative policy is in charge of an office of the City that creates or receives records.
- (2) "Essential record" means any record of the City necessary to the resumption or continuation of operations of the City in an emergency or disaster, to the re-creation of the legal and financial status of the City, or to the protection and fulfillment of obligations to the people of the state.
- (3) "Permanent record" means any record of the City for which the retention period on a records control schedule is given as permanent.
- (4) "Records Retention schedule" means a document prepared by Texas State Library and Archives Commission (TSLAC) listing the retention periods of records maintained by the City, and other records disposition information that the records management program may require.
- (5) "Records Management" means the application of management techniques to the creation, use, maintenance, retention, preservation, and disposal of records for the purposes of reducing the costs and improving the efficiency of recordkeeping. The term includes the development of records control schedules, the management of filing and information retrieval systems, the protection of essential and permanent records, the control over the creation and distribution of reports, and correspondence, and the management of electronic and other records storage systems.
- (6) "Records liaison officers" means the persons designated under Section 9 of this ordinance.
- (7) "Records management officer" means the person designated in Section 5 of this ordinance.
- (8) "Records management program" means the program developed under section 6 of this ordinance.

SECTION 3: CITY RECORDS DECLARED PUBLIC PROPERTY. All City records as defined in Section 1 of this ordinance are hereby declared to be the property of the City. No City official or employee has, by virtue of his or her position, any personal or property right to such records even though he or she may have developed or compiled them. The unauthorized destruction, removal from files, or use of such records is prohibited.

SECTION 4: POLICY. It is hereby declared to be the policy of the City to provide for efficient, economical, and effective controls over the creation, distribution, organization, maintenance, use, and disposition of all City records through a comprehensive system of procedures for the management of the records from their creation to their ultimate disposition, consistent with the requirements of the Texas Local Government Records Act and accepted records management practice.

SECTION 5: DESIGNATION OF RECORDS MANAGEMENT OFFICER. The City Clerk and the successive holders of said office shall serve as Records Management Officer (RMO) for the City. As provided by state law, each successive holder of the office shall file his or her name with the director and librarian of the Texas State Library within thirty (30) days of the initial designation or of taking up the office, as applicable. The RMO shall review the program from time to time and is hereby authorized to amend the program as needed.

SECTION 6: RECORDS MANAGEMENT PROGRAM TO BE DEVELOPED: APPROVAL OF PLAN. The Records Management Officer shall develop a records management program for the City for submission to, and the approval by, the City Council. The plan must contain policies and procedures designed to improve the efficiency of recordkeeping, to adequately protect the essential records of the City. Once approved by the City Council, the records management plan shall be binding on all offices, departments, divisions, programs, commissions, bureaus, boards, committees, or similar entities of the City and records shall be created, maintained, stored, scanned or disposed of in accordance with the plan.

SECTION 7: DUTIES OF RECORDS MANAGEMENT OFFICER. The RMO shall:

- (1) Administer the records management program and provide assistance to department heads in its implementation;
- (2) Provide records management training;
- (3) Bring to the attention of City Management non-compliance by department heads or other City personnel with the policies and procedures of the records management program or the Local Government Records Act;
- (4) Periodically review the program and is authorized to amend the program as necessary.

SECTION 8: DUTIES AND RESPONSIBILITIES OF DEPARTMENT HEADS. The department heads shall:

- (1) Cooperate with the RMO in carrying out the policies and procedures established in the Record Management Program for the efficient and economical management of records and carry out the requirements of this ordinance;
- (2) Adequately document the transaction of government business and the services, programs, and duties for which the department head and his or her staff are responsible;

- (3) Maintain the records in his or her care and carry out their preservation, scanning, destruction, or other disposition only in accordance with the policies and procedures of the records management program of the City and the requirements of this ordinance.

SECTION 9: DESIGNATION OF RECORDS LIAISON OFFICERS. Each department head shall designate a member of his or her staff to serve as Records Liaison Officer for the implementation of the records management program in the department. Persons designated as Records Liaison Officers shall be thoroughly familiar with all the records created and maintained by the department and shall have full access to all records of the City maintained by the department. A department head may serve as Records Liaison Officer for his or her department.

SECTION 10: RECORDS RETENTION SCHEDULES TO BE ADOPTED, APPROVED BY CITY COUNCIL, AND FILED WITH STATE. Record retention schedules created and provided by the Texas State Library and Archives Commission that pertain to the documents a local government maintains and utilizes shall be adopted and approved by City Council and filed with the TSLAC.

SECTION 11: SEVERABILITY. If any section, provision, sentence, phrase or any other portion of this ordinance should be held to be invalid by a court of competent jurisdiction such holding of invalidity shall not affect the remainder of this ordinance and all parts of this ordinance not held to be invalid shall continue and remain in full force and effect.

SECTION 12: 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 14th day of March, 2019.

PASSED, APPROVED and ADOPTED on this the _____ day of _____, 2019.

Brandt Rydell,
Mayor of the City of Taylor, Texas

ATTEST:

Dianna Barker, City Clerk

APPROVED AS TO FORM:

Ted W. Hejl, City Attorney



March 28, 2019

Team Taylor,

Records Management is defined as “the application of management techniques to the creation, use, maintenance, retention, preservation, and disposal of records”. State law (LGC Chapters 201 thru 205) dictates that cities are to establish a records management program. That program, among other things, sets standards and policy for a city to retain government documents for a specified period of time and record the destruction of those documents at the end of the retention period. The following is a Records Retention Program for the City of Taylor to be applied to all city departments. It is short and direct so please take the time to read it through. While it may not touch on every retention situation you might have, it does give basic guidance on how to handle your destroyable and non-destroyable documents. I am here to help with this, so please feel free to contact me if you are unsure of what to keep and how long, or with any questions regarding this policy.

A Document Disposal Log is also included. Please begin using this log. It will be the City’s record of what was destroyed and when. The log itself is a permanent retention document.

The City of Taylor has adopted the following retention schedules from the Texas State Library:

EL – Elections

GR – General records common to all governments

LC – Municipal Court

PS – Public Safety

PW – Public Works

TX – Property Taxation

UT – Utility Services

These are the schedules that the city will use to determine the retention period of each government document.

This policy takes effect immediately. Please make sure your staff members are aware of it and understand it. *Training is essential.* Please take the time to train new staff members on document rotation. The city, along with TSL Information Analyst, will be providing training periodically.

Again, I’m here to help. Call or email me anytime with questions or concerns.

Dianna Barker

City Clerk

352-3676 (x1214)

RECORDS MANAGEMENT PROGRAM/POLICY



The City of Taylor, Texas

Originated March 28, 2019

Records Management Program

Purpose

To establish and maintain a city-wide Records Management Program that will provide an orderly approach to managing the volume of municipal records throughout the City of Taylor.

Intent

Records serve as the “memory” or “chain of events” of a city, and as such are an asset which should be properly managed. It is the intent of the City of Taylor’s Records Management Program to meet the following objectives:

1. The elimination of duplicate and/or surplus records;
2. The identification and protection of vital records and archival records;
3. The rapid retrieval of information;
4. The maximum use of space, equipment, personnel and other resources;
5. The use of a Records Retention Schedule to maintain important records for the appropriate periods of time;
6. The timely transfer and/or destruction of inactive or unnecessary records;
7. Economical, efficient and productive use of those records necessary for efficient day-to-day operations; and
8. The protection of the public trust.

Goals

1. To release space and reduce the need for storage and filing equipment by providing for the routine disposition of records and paperwork.
 - A. Ensure the continuous flow of records from limited office space to storage.
 - B. Reduce the volume of inactive records held in city offices.
 - C. Establish and implement retention schedules for each series of records.
 - D. Encourage efficient management of records in active files.
 - E. Routinely dispose of those records with expired retention periods that are approved for destruction.
2. To maintain total security over city records.
 - A. Identify and preserve those records of permanent/archival value.
 - B. Implement procedures and establish controls to enhance the safety of city records.
 - C. Ensure that hard copies of scanned documents are maintained if state microfilming standards are not followed.

3. To communicate the need for an effective Records Management Program.
 - A. Expand the scope of records management to encompass all city departments.
 - B. Provide records management consultation to all city departments.
4. To continually update the Records Management Program to reflect changing records management techniques.
5. To pursue other means of document storage in lieu of paper storage as part of the Records Management Program.
6. To follow the adopted Records Retention Schedules developed by the Texas State Library.

Records Management Process

Forms

<i>Authorization to Destroy</i>	TSL form to be used to request permission to destroy a document that is NOT found in an adopted retention schedule.
<i>DDL (Document Disposal Log)</i>	Log used to document records destroyed. A blank DDL can be found on the T drive under “Records Retention”.
<i>Employee Service Record</i>	Used by HR department only.

Definitions

<i>City Record</i>	All documents, papers, letters, books, maps, photographs, sound or video recordings, microfilm, magnetic tape, electronic media, or other information recording media, created or received by the city or any of its employees in the transaction of public business.
<i>E-Record</i>	A record/document created or stored electronically. Types of e-records are emails, websites, tweets, Facebook statuses, webcasts, text messages and electronic publications.
<i>Record</i>	A document created or received by a local government (elected official or non-elected position), regardless of medium used (i.e. paper, map, photograph, etc.), in the transaction of public business whether open or closed.

<i>Non-Record</i>	Convenience copies or extra identical copies, blank forms, etc.
<i>Record Inventory</i>	A list of the documents contained within a file that entails the document description, creation date, and retention period. A Record Inventory is highly recommended to assist in the ease of destroying documents at the end of their retention, but is not required.
<i>Retention Period</i>	The period of time a document must be retained.
<i>Retention Schedule</i>	A schedule indicating the period of time a document created or received by local governments must be retained. The current version of applicable retention schedules can be found in the city's T drive under Records Retention.
<i>Unscheduled Records</i>	Records that do not appear on an approved Records Control Schedule.

Records Management Team

Department Heads shall oversee the carrying out of the records management program established by the city and designate a Custodian of Records/Records Liaison within their department.

Each department shall appoint a **Custodian of Records/Records Liaison**. This staff member is in charge of the retention and destruction of the departments records and shall be thoroughly familiar with all the records created and maintained by the department and shall have full access to all records of the City maintained by the department.

The City Clerk is the **Records Management Officer**. This staff member assists in establishing and developing policies and procedures for a records management program and administers the agency's program.

Original Documents

Contracts/Agreements: Contracts and agreements (original or copy) are to be forwarded to the City Clerk for retention. Department staff is encouraged to keep a copy, preferably scanned, in the respective department for immediate reference.

Daily correspondence with outside parties: Correspondence created for, and/or received from outside vendors are to be kept within the department that created it or received it.

Easements/Deeds/Liens: Original easements and deeds showing they have been recorded at the county are to be kept in the City Clerk's office. Original mowing liens are to be kept in the permitting department and original paving liens are to be kept in the City Clerk's office.

Historical value documents: Documents of a historical value are not to be destroyed.

Email

The retention period for Emails is determined by the content of the email. Consider the email just as if it was a paper document. If the content of an email warrants permanent retention, print the email and prepare it for permanent retention. Delete emails based on their content according to the appropriate retention schedule.

Emails created or received on city equipment are kept on the exchange server for 5 years.

Record Scanning

Documents that are considered a “record” may be maintained in their original format or may be scanned. **With the exception of Permanent Records**, once a document has been scanned, the paper copy may be destroyed. Scanned records that are kept in place of paper originals have the same retention period as the original paper copy; therefore, scanned documents are to be logged and deleted accordingly. *This procedure is to be reflected on the Document Disposal Log.*

Do not scan and then destroy the paper version of a Permanent Record. Documents that are to be kept permanently may be scanned for easy access, but the paper version must be kept.

Electronic Files

Each department may determine the best way to organize its electronic files; however, to maintain consistency, all electronic file folders that contain scanned documents are to be labeled thoroughly and descriptively. When an electronic record has met its retention period, it is to be logged on the DDL and then deleted. *Electronic documents that do not have a paper version and are of a historical value cannot be deleted.*



DO NOT DESTROY ANY RECORD/DOCUMENT THAT IS INVOLVED IN ANY ONGOING LITIGATION, CLAIM, NEGOTIATION, PUBLIC INFORMATION REQUEST, OR AUDIT. IF YOU ARE NOT SURE OF A DOCUMENT'S STATUS, CONTACT THE CITY CLERK'S OFFICE.

Record Destruction

Each department is to record on a Document Disposal Log (DDL) the destruction of each record/document that has reached the end of its retention period. It is recommended that this be done annually in November.

Below is a recommended method to destroying documents:

- In November, pull documents that have reached their retention period.
- Determine whether they are permanent records, need to be scanned, are involved in any type of litigation, or need to be retained for historical purposes.
- Log them onto the DDL. Be descriptive of the document you are destroying.
- Forward the log to the City Clerk.
- Destroy the document

Destruction of Paper Records: Confidential records are to be shredded. Confidential records are those records that have personal information within them (i.e. home address, social security number, etc.). Public records, those that are subject to the Open Records Act, may be shredded or recycled.

Destruction of Electronic Media: Media used such as CDs and hard drives are to be forwarded to the IT department for proper destruction.

Note: Please do not recycle any documents that have an individual's personal information (i.e. home address, phone number, social security number, etc.).

Permanent Retention Records

Records with a Permanent Retention status may be stored in the city's document storage room at city hall. The records/documents are to be in a properly labeled file box with a records inventory list (or something similar) affixed to the inside of the box. The inventory list must give an adequate description of what the documents are and the date of creation or acquisition.

Permanent records may **not** be kept solely in electronic form. All records that have a Permanent Retention status must be in paper form. However, Permanent Records should be scanned for easy access.

See attachment "A" for department responsible for specific permanent retention documents.

Unscheduled Records

(This does not happen often)

State law (LGC 202.001 and 203.045) requires that a Request for Authorization to Destroy Unscheduled Records must be submitted for approval to the director and librarian of the Texas State Library if a local government wishes to destroy records that do not appear on an approved records control schedule or amended schedule on file with the director and librarian. Requests need not be submitted if a record is destroyed pursuant to an expunction order issued by a district court pursuant to state law.

For records that are not listed on an adopted records retention schedule, fill out a Request for Authorization to Destroy Unscheduled Records and forward to the RMO. If you need further assistance, contact the City Clerk's office.

Employee Records

The Human Resources department is responsible for maintaining and retaining personnel records. Only specific information contained within an employee's official personnel folder is required to be kept for an extended period of time. Refer to the appropriate retention schedule for a description of those items. Five (5) years after termination/separation, Human Resources shall fill out an Employee Service Record form and attach to it any documentation from the official personnel file that is required to be kept for 75 years per the Retention Schedule. The rest of the documents in the file may then be destroyed by shredding after logging on a DDL form.

Disaster Plan

Records that are to be kept permanently are to be stored in a fire safe file cabinet or off-site in a fire safe storage facility.

Electronic documents on the Shared drive and each staff members U: drive are backed up to an off-site facility.

*This is a list of **some** of the permanent retention documents held by the city and the departments responsible for retaining those documents.*

ATTACHMENT “A”	
Department Responsible	Document Description
City Clerk	Election documents City Council Agendas and Minutes Ordinances and Resolutions w/Affidavits Annexation documents Charter Records Management records
Finance Department	Budget books Annual Audits Bond records Annual financial reports
Human Resources	Employee pension & benefits records
Development Services	Planning studies and reports Zoning permit records and maps Building permits and CO's Water and wastewater permit logs
Public Works	Road and Street master records
Airport	Maintenance and inspection records Operations reports
Police Department	General and Emergency orders Internal Affairs Investigation records Arrest reports other than Class C Annual uniform crime reports Juvenile databases w/information required by FC 58.304
Utility Department	Landfill maps and plats Special planning studies Rate schedules, regulations, & change documents Annual operations reports Tap and hookup logs



City Council Meeting March 28, 2019

STRATEGIC PILLAR

☒ Streets/Infrastructure

☐ Quality of Life

☐ Economic Vitality

Agenda Item #: 5

Agenda Title: Consider entering into an agreement with Langford Management Services to submit a grant application for a Safe Routes to School Grant, and consider Resolution R19-11, approving submission of the application to the Texas Department of Transportation.

Council Action to be taken: Approve entering into an agreement with Langford Management Services and adopt Resolution R19-11

Department Submitted: Public Works

Staff Contact: Jim Gray, Director

1. PURPOSE/DESCRIPTION

The purpose of this item is to consider awarding the Safe Routes to School Grant Application contract to Langford Management Services in the amount of \$2,500.00.

The purpose of this agenda item is to consider entering into an agreement with Langford Management Services to complete the application process for the Safe Routes to School Grant, and to approve Resolution R19-11, approving the submission of the application to the Texas Department of Transportation for the Safe Routes to School Program.

2. STAFF ANALYSIS (Why and How)

Safe Routes to Schools (SRTS) program is a grant program offered by the Texas Department of Transportation. This program enables and encourages children, including those with disabilities, to walk and/or bicycle to and from school. The program will make walking and biking to school safer and more appealing. Communities will be able to use the funds to address hazards and slow traffic on roads that serve schools, as well as to sidewalks near schools.

. Texas anticipates awarding approximately \$8.7 million in SRTS funding in this cycle.

- The SRTS program is a 100 percent federally funded cost reimbursement program, which means that no local match is required. While local match is not required, projects score better with some local match funding.
- The SRTS program is limited to schools serving grades K-8.

- If awarded grant money, the Public Works Department recommends using the funds to development of a sidewalk from Paaseman Elementary School on Mallard Lane to Carlos G Parker Boulevard that would connect Pasemann Elementary to the neighboring subdivisions.

The Safe Routes to School Grants have averaged between \$250,000 and \$300,000 according to Cindy Metro with Langford and Associates. Ms. Metro and Judy Langford visited with staff and chose this project as the most likely to be funded. While no match is required some funds provided by the City or School can help the project scoring.

As part of the application process, the City and ISD will have to solicit public input. This is part of the SRTS Plan that Langford will help formulate. A public meeting will be held. Input from TISD and its students will also need to be obtained. . With past applications the ISD agreed to send home a survey that asked about students' routes and issues with those routes.

The Public Works Department is requesting approval to work with Langford Community Management Services to complete an application for this year's Safe Routes to School Grant program.

3. RECOMMENDATION

Staff recommends entering into an agreement with Langford Management Services in the amount of \$2,500.00.

4. FUNDING SOURCE

The Contract will be paid from existing Public Works funds.

5. TIMELINE

March 28, 2019 - Council makes a recommendation to award the Application Contract.

April 12, 2019 – Langford turns in the SRTS application to the State.

June/July 2019 – The State announces the successful Grant Awards

6. PRIOR COUNCIL ACTION TAKEN

N/A

7. OTHER OPTIONS (In order of preference)

- Do not enter into an agreement with Langford Community Management Services,
- Do not submit application to Texas Department of Transportation for the Safe Routes to School Grant.

8. ATTACHMENTS

5a [Resolution R19-11](#)

5b [Map](#)

RESOLUTION R19-11

A RESOLUTION OF THE CITY OF TAYLOR, TEXAS APPROVING THE SUBMISSION OF AN APPLICATION TO THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE SAFE ROUTES TO SCHOOL PROGRAM.

WHEREAS, the City of Taylor, Texas desires to submit a grant application for the development of a sidewalk from Paaseman Elementary School on Mallard Lane to Carlos G Parker Boulevard; and

WHEREAS, the Safe Routes to School Sidewalk will provide a safe alternate transportation system along a significant city thoroughfare that is within two miles of a primary school and one middle school, improving the health of K-8 grade students, including those with disabilities, connecting parks and other trails, large retail centers, and medical facilities; and

WHEREAS, in order to undertake the project it is necessary and in the best interest of the City of Taylor to apply for funding under the Safe Route to Schools Program.

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

1. That a Safe Routes to School Program application is hereby authorized to be submitted on behalf of the City of Taylor and the Taylor Independent School District to the Texas Department of Transportation;
2. That the grant be for funding to construct the Taylor Safe Routes to School Sidewalk on Mallard Lane;
3. That the City of Taylor commits to the project's development, implementation, construction, and maintenance.
4. That the Taylor Council directs and designates the City Manager as its authorized representative to act in all matters in connection with this project and the City's participation in the Safe Routes to School program.

PASSED AND APPROVED on this the 28th day of March, 2019.

ATTEST:

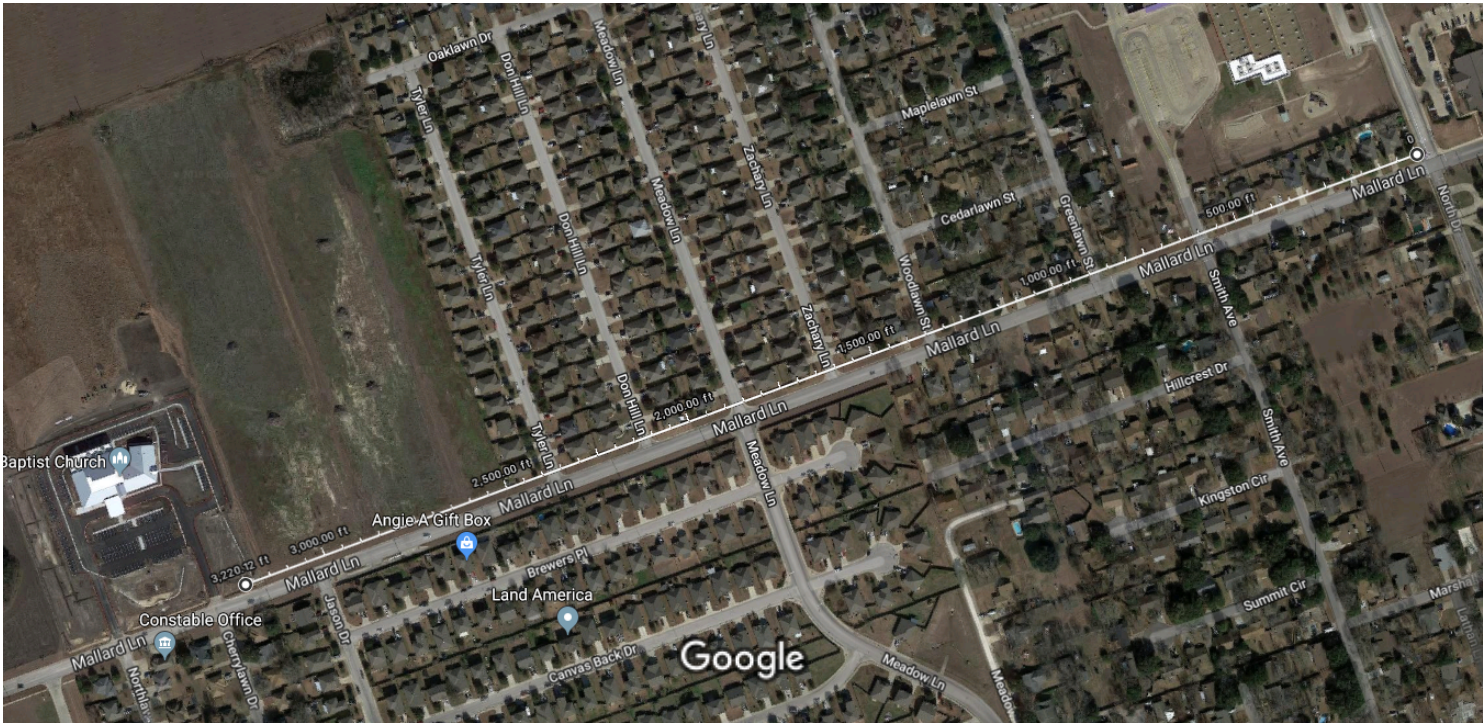
Brandt Rydell
Mayor, City of Taylor

Dianna Barker, City Clerk

Google Maps

Taylor

Mallard Sidewalk



Imagery ©2019 Google, Map data ©2019 Google 200 ft

Measure distance

Total distance: 3,220.12 ft (981.49 m)



***City Council Meeting
March 28, 2019
Transmittal Letter***

STRATEGIC PILLAR

- ☐ Streets/Infrastructure
- ☐ Quality of Life
- ☒ Economic Vitality

Agenda Item #: 6

Agenda Title: **Consider Ordinance 2019-10 annexing a tract of land 54.04 acres, more or less, in size generally located at the northeast intersection of FM 619 and CR 412**

Council Action to be taken: Consider approval of the annexation ordinance

Department Submitted: Development Services

Staff Contact: Tom Yantis, Director of Development Services

1. PURPOSE/DESCRIPTION

This agenda item allows for the approval of the annexation ordinance.

2. STAFF ANALYSIS (Why and How)

The City received a petition for voluntary annexation for the subject property.

Pursuant to Section 43.028 of the Texas Local Government Code, the City may annex sparsely occupied areas on petition of the land owner if the property is less than a half mile wide, is contiguous to the city limits and is vacant or has fewer than three qualified voters residing on the property.

This property meets the criteria of Section 43.028.

3. RECOMMENDATION

Staff recommends approving the ordinance annexing the property.

4. FUNDING SOURCE

N/A

5. TIMELINE

The petition was submitted on February 8, 2019.

The petition was accepted on March 14, 2019.

The ordinance annexing the property was introduced on March 14, 2019.

The ordinance annexing the property is scheduled for approval on March 28, 2019.

6. PRIOR COUNCIL ACTIONS TAKEN

This property is subject to an annexation development agreement approved by the City in 2010.

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

It is the Council's discretion whether or not to accept the petition and annex the property.

8. ATTACHMENTS

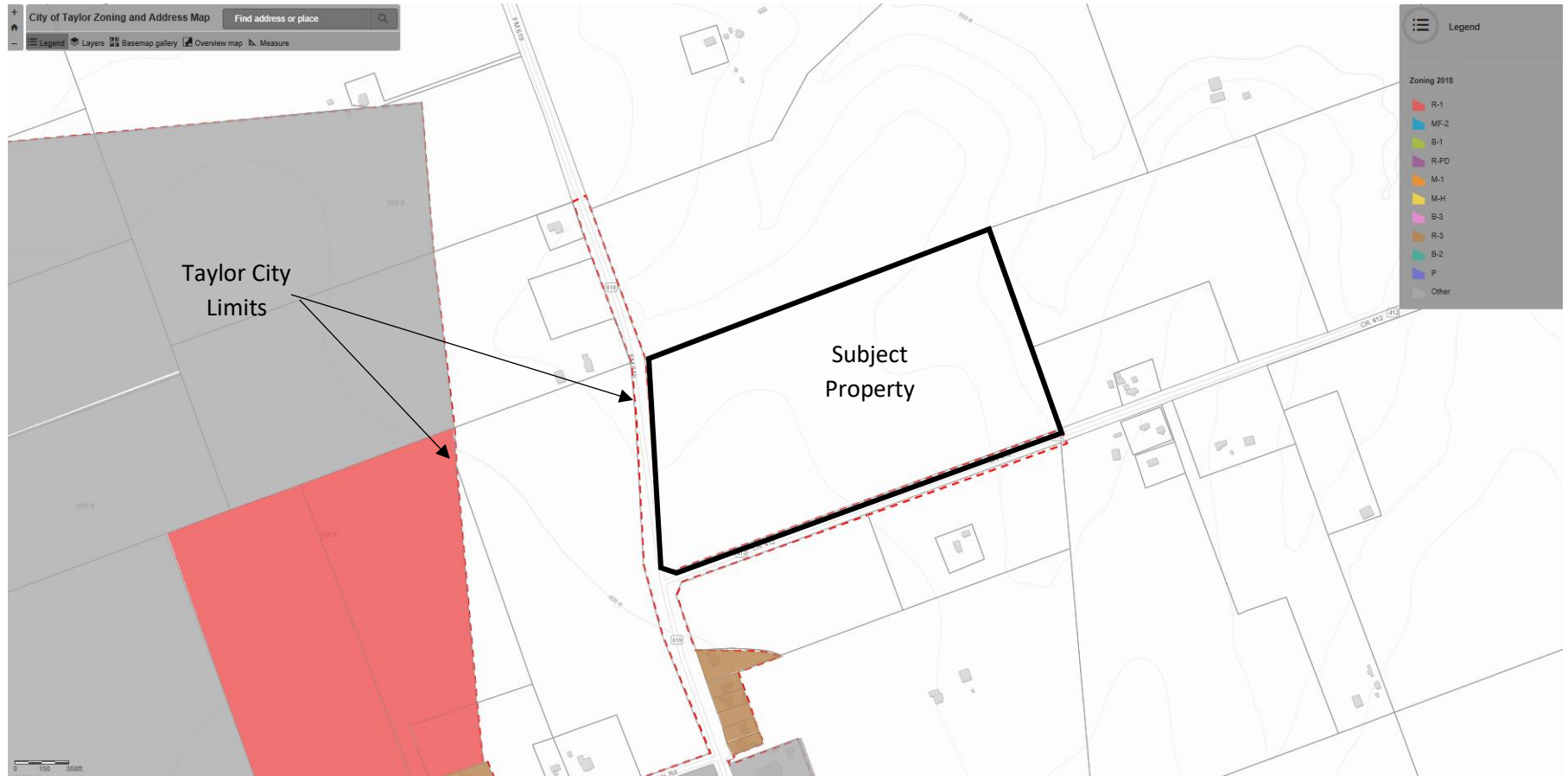
6a [Map of the Subject Property](#)

6b [Petition package](#)

6c [Ordinance 2019-10](#)

6d [Presentation](#)

Voluntary Annexation of 54.04 acres
Zoning upon Annexation R-1



ANNEXATION REQUIREMENTS



Annexation Letter of Intent

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



Annexation Petition

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



Exhibit A

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



Ownership Document(s)

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



Utility Provision Statement

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

Annexation Letter of Intent

8127 Mesa Dr. #206-53
Austin, TX 78759
361-537-1277
RussellSpillers@gmail.com

02/05/2019

City of Taylor and all else whom it concerns,

Please accept this as official written notice of intent to petition for annexation into the City Limits of Taylor Texas, as the process has been outlined in the attached development agreement. Should you have any questions or concerns regarding this matter, please do not hesitate to reach out to me by phone or email or through regular mail.

Respectfully,



Russell Spillers, Managing Member, SJPW Ranch Investments LLC

ANNEXATION OR CITY LIMITS EXTENSION

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

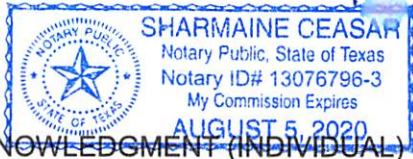
The undersigned owners of the hereinafter described tract of land, which is (1) one-half mile or less in width, (2) contiguous to the city limits, and (3) vacant and without residents, or on which less than three (3) qualified voters reside, hereby petition your Honorable Body to extend the present city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

We hereby certify, under oath, that:

WE ARE THE TRUE AND ONLY OWNERS OF THE ABOVE DESCRIBED TRACT OF LAND, as conveyed to us in Deed(s) recorded as Document No. 2019009600, Official Public Records of Williamson County, or in Volume _____ Page _____, Deed Records of Williamson County.

[Signature]
Owner(s) Russell Spillers, Managing Member, SJPW Ranch Investments, LLC

SUBSCRIBED AND SWORN TO BEFORE ME, a notary public, by Russell Spillers
this 6th day of February, 2019, A.D.



[Signature]
Notary Public, State of Texas

ACKNOWLEDGMENT (INDIVIDUAL)

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

Notary Public, State of Texas

ACKNOWLEDGMENT (CORPORATE)

This instrument was acknowledged before me on the ____ day of _____, 20__, by _____, the _____, of _____, a Texas _____, on behalf of said _____.

Notary Public, State of Texas

For Office Use Only

DATE RECEIVED: _____

CITY COUNCIL HEARING DATE: _____

"EXHIBIT A"

A DESCRIPTION OF A 54.04 ACRE TRACT OF LAND, LOCATED IN THE FRANCIS BRADLEY SURVEY, ABSTRACT No. 74 OF WILLIAMSON COUNTY, TEXAS. SAID 54.04 ACRE TRACT, BEING THE REMAINDER OF THAT CERTAIN TRACT OR PARCEL OF LAND DESCRIBED AS CONTAINING 55.70 ACRES OF LAND IN A SPECIAL WARRANTY DEED, RECORDED MAY 14, 2015, FROM LARRY A. SAFARIK AND KATY W. SAFARIK TO ARNIE P. SAFARIK AND PAULA SAFARIK, OF RECORD AS DOCUMENT No. 2015039449, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. SAID 54.04 ACRE TRACT AS SHOWN ON THE ACCOMPANYING SURVEY DRAWING, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a TxDOT Type II brass disk in concrete (Grid Coordinates: N 10,191,576.13, E 3,225,139.58) found monumenting the north line of said 55.70 acre tract, and the south line of that certain tract or parcel of land described as containing 74.972 acres of land (Tract 2) in a Warranty Deed Reserving Life Estate with Power of Sale, recorded July 19, 2016, from Ester E. Albers Walker to David P. Walker, Sherri L. Walker and Janet Walker Cook, of record as Document No. 2016064700, Official Public Records, Williamson County, Texas, from which the base of a broken TxDOT Type I concrete Monument found, bears, S 68° 43' 09" W, a distance of 36.66 feet;

THENCE, N 68° 35' 46" E, with the north line of said 55.70 acre tract and the south line of said 74.972 acre tract, a distance of 1984.10 feet to a ½ inch iron rod found monumenting the northeast corner of said 55.70 acre tract, said south line of said 74.972 acre tract, and the northwest corner of the remainder of that certain tract or parcel of land described as containing 39.203 acres of land in a General Warranty Deed, recorded November 17, 2016, from Mark M. Stoll to Larry Safarik, and Katy Safarik, of record as Document No. 2016108345, Official Public Records, Williamson County, Texas;

THENCE, S 21° 30' 48" E, with the east line of said 55.70 acre tract, and the west line of said 39.203 acre tract, passing at a distance of 649.27 feet, 0.17 feet right of line, an iron rod with cap stamped "INLAND" found monumenting the southwest corner of the remainder of said 39.203 acre tract and the northwest corner of that certain tract or parcel of land described as containing 10.163 acres of land in a Gift Deed, recorded June 19, 2017, from Larry A. Safarik, and Katy W. Safarik to Kent T. Safarik, and Jennifer Q. Safarik, of record as Document No. 2017055614, Official Public Records, Williamson County, Texas, in all a total distance of 1115.12 feet to an iron rod with cap stamped "INLAND" found monumenting the southeast corner of the remainder of said 55.70 acre tract, the southwest corner of said 10.163 acre tract, the northeast corner of that certain tract or parcel of land described as containing 0.652 acre of land in a Warranty Deed, recorded April 15, 2002, from Arnie P. Safarik, Paula Safarik, Larry Safarik, and Katy Safarik to Williamson County, Texas, of record as Document No. 2002028523, Official Public Records, Williamson County, Texas, and being the north right of way of County Road 412, a varying width right of way, from which an iron rod with cap stamped "INLAND" found monumenting the southwest corner of the remainder of that certain tract or parcel of land described as containing 1.00 acre of land in a General Warranty Deed, recorded January 11, 1979, from Edmond Menk, and Lydia Menk to Kenneth J. Schneider, and Patricia A. Schneider, of record in Volume 743, Page 485, Deed Records, Williamson County, Texas, bears, N 68° 31' 34" E, a distance of 271.67 feet;

THENCE, with said north line of said 0.652 acre tract, also being said north right of way of said County Road 412, over and across said 55.70 acre tract, the following two (2) courses:

1. S 68° 27' 17" W, a distance of 744.70 feet to a ½ inch iron rod with cap stamped "LandDev" set,

2. S 68° 07' 12" W, a distance of 1433.86 feet to a TxDOT Type II brass disk in concrete found, from which a ½ inch iron rod found monumenting an angle point in the north line of said 0.652 acre tract, bears, S 66° 57' 46" W, a distance of 28.86 feet, and

THENCE, departing the north line of said 0.652 acre tract, also being the said north right of way of said County Road 412, over and across said 55.70 acre tract the following two (3) courses:

1. N 61° 07' 24" W, a distance of 53.50 feet to a TxDOT Type II brass disk in concrete found,
2. N 9° 35' 10" W, a distance of 1045.37 feet to a TxDOT Type II brass disk in concrete found, being a point of curvature, and
3. An arc distance of 65.69 feet along a curve to the left, having a radius of 1984.81 feet, a central angle of 1° 53' 46", and a chord which bears N 10° 32' 48" W, a distance of 65.69 feet to the **POINT OF BEGINNING** of the herein described tract and containing 54.04 acres of land, more or less.

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

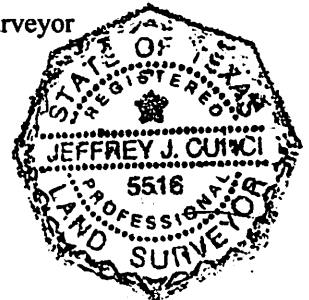
That I, Jeffrey J. Curci, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the parcel of land described herein is based upon a survey performed upon the ground under my direct supervision during the months of September, 2018 and January 2019.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this 24th day of January 2019 A.D.

LandDev Consulting, LLC
5508 Highway 290 West, Suite 150
Austin, Texas 78735


Jeffrey J. Curci
Registered Professional Land Surveyor
No. 5516 – State of Texas

Bearing Basis: Texas State Plane Coordinates, Central Zone (4203), NAD 83
Coordinates shown hereon are grid values, distances shown hereon have been scaled to surface values by dividing the grid values by a Combined Scale Factor of 0.999879





NOTES:

1. Surveyor makes no expressed or implied warranties as to the accuracy of the information.
2. The above information was obtained from the records of the City of Dallas. The City of Dallas city investigations was performed by LandDay Consulting, LLC for the benefit of the survey.
3. Boundary and structural condition based on the Texas State Plane Coordinate System, Central Zone (GCSNAD83). Coordinates shown herein are grid values. Elevation shown herein have been reduced to uniform values by adding the grid values to a Combined Tidal Factor of 0.00077.

This address is 5447 FM 632 P.O. Box, TX 76274

FLOOD NOTE: By credit placed only, a portion of this property is Zone "A".
as shown on the Federal Emergency Management Agency, Flood Insurance Rate
Map, Community Panel No. 44-00000000, which date September 25, 2004.

LEGAL DESCRIPTION.

[illegible][illegible][illegible]

REFERENCE. Regarding the north line of said S.E. 1/4 sec 34, also being the north right of way of said County Road 312, over and across said S.W. 1/4 sec 34 that the following have CO interests:

1. H & C 67 34 1/4, a division of 31.39 ac to a T&OCT Type II lease held in common land.
2. H & C 32 34 1/4, a division of 1643.37 ac to a T&OCT Type II lease held in common land, being a pool of interests, and

[illegible]

GOOD NOTE: By giving nothing away, a portion of the proceeds to the *Book of the Month Club* is given to the Federal Emergency Management Agency. Find Insurance Plus on page 10.

LAND DEV
OIL & GAS
SANDHILL TRACT, SEC. 10, T. 18 N., R. 16 E., S. 10 E.
WARRANTY DEED NO. 17,000,000, L.L.

PART OF 34.04 ACRES
JURNEY, ABSTRACT No. 74
COUNTY, TEXAS

AND DEV

NET OF 54.04 ACRES
SURVEY, ABSTRACT NO. 74
COUNTY, TEXAS

BOUNDARY ELEMENTS
FRANCIS & TAYLOR
LONDON



"EXHIBIT A"

A DESCRIPTION OF A 54.04 ACRE TRACT OF LAND, LOCATED IN THE FRANCIS BRADLEY SURVEY, ABSTRACT No. 74 OF WILLIAMSON COUNTY, TEXAS. SAID 54.04 ACRE TRACT, BEING THE REMAINDER OF THAT CERTAIN TRACT OR PARCEL OF LAND DESCRIBED AS CONTAINING 55.70 ACRES OF LAND IN A SPECIAL WARRANTY DEED, RECORDED MAY 14, 2015, FROM LARRY A. SAFARIK AND KATY W. SAFARIK TO ARNIE P. SAFARIK AND PAULA SAFARIK, OF RECORD AS DOCUMENT No. 2015039449, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. SAID 54.04 ACRE TRACT AS SHOWN ON THE ACCOMPANYING SURVEY DRAWING, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a TxDOT Type II brass disk in concrete (Grid Coordinates: N 10,191,576.13, E 3,225,139.58) found monumenting the north line of said 55.70 acre tract, and the south line of that certain tract or parcel of land described as containing 74.972 acres of land (Tract 2) in a Warranty Deed Reserving Life Estate with Power of Sale, recorded July 19, 2016, from Ester E. Albers Walker to David P. Walker, Sherri L. Walker and Janet Walker Cook, of record as Document No. 2016064700, Official Public Records, Williamson County, Texas, from which the base of a broken TxDOT Type I concrete Monument found, bears, S 68° 43' 09" W, a distance of 36.66 feet;

THENCE, N 68° 35' 46" E, with the north line of said 55.70 acre tract and the south line of said 74.972 acre tract, a distance of 1984.10 feet to a ½ inch iron rod found monumenting the northeast corner of said 55.70 acre tract, said south line of said 74.972 acre tract, and the northwest corner of the remainder of that certain tract or parcel of land described as containing 39.203 acres of land in a General Warranty Deed, recorded November 17, 2016, from Mark M. Stoll to Larry Safarik, and Katy Safarik, of record as Document No. 2016108345, Official Public Records, Williamson County, Texas;

THENCE, S 21° 30' 48" E, with the east line of said 55.70 acre tract, and the west line of said 39.203 acre tract, passing at a distance of 649.27 feet, 0.17 feet right of line, an iron rod with cap stamped "INLAND" found monumenting the southwest corner of the remainder of said 39.203 acre tract and the northwest corner of that certain tract or parcel of land described as containing 10.163 acres of land in a Gift Deed, recorded June 19, 2017, from Larry A. Safarik, and Katy W. Safarik to Kent T. Safarik, and Jennifer Q. Safarik, of record as Document No. 2017055614, Official Public Records, Williamson County, Texas, in all a total distance of 1115.12 feet to an iron rod with cap stamped "INLAND" found monumenting the southeast corner of the remainder of said 55.70 acre tract, the southwest corner of said 10.163 acre tract, the northeast corner of that certain tract or parcel of land described as containing 0.652 acre of land in a Warranty Deed, recorded April 15, 2002, from Arnie P. Safarik, Paula Safarik, Larry Safarik, and Katy Safarik to Williamson County, Texas, of record as Document No. 2002028523, Official Public Records, Williamson County, Texas, and being the north right of way of County Road 412, a varying width right of way, from which an iron rod with cap stamped "INLAND" found monumenting the southwest corner of the remainder of that certain tract or parcel of land described as containing 1.00 acre of land in a General Warranty Deed, recorded January 11, 1979, from Edmond Menk, and Lydia Menk to Kenneth J. Schneider, and Patricia A. Schneider, of record in Volume 743, Page 485, Deed Records, Williamson County, Texas, bears, N 68° 31' 34" E, a distance of 271.67 feet;

THENCE, with said north line of said 0.652 acre tract, also being said north right of way of said County Road 412, over and across said 55.70 acre tract, the following two (2) courses:

1. S 68° 27' 17" W, a distance of 744.70 feet to a ½ inch iron rod with cap stamped "LandDev" set,

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THENCE, departing the north line of said 0.652 acre tract, also being the said north right of way of said County Road 412, over and across said 55.70 acre tract the following two (3) courses:

1. N 61° 07' 24" W, a distance of 53.50 feet to a TxDOT Type II brass disk in concrete found,
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3. An arc distance of 65.69 feet along a curve to the left, having a radius of 1984.81 feet, a central angle of 1° 53' 46", and a chord which bears N 10° 32' 48" W, a distance of 65.69 feet to the **POINT OF BEGINNING** of the herein described tract and containing 54.04 acres of land, more or less.

THE STATE OF TEXAS

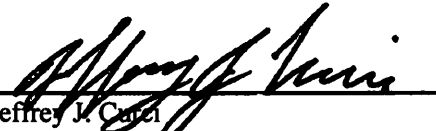
KNOW ALL MEN BY THESE PRESENTS:

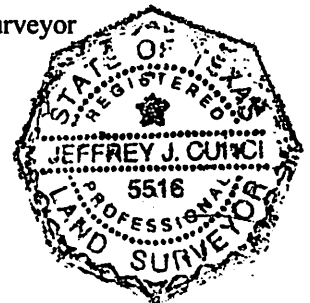
COUNTY OF TRAVIS

That I, Jeffrey J. Curci, 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 parcel of land described herein is based upon a survey performed upon the ground under my direct supervision during the months of September, 2018 and January 2019.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this 24th day of January 2019 A.D.

LandDev Consulting, LLC
5508 Highway 290 West, Suite 150
Austin, Texas 78735


Jeffrey J. Curci
Registered Professional Land Surveyor
No. 5516 – State of Texas



Bearing Basis: Texas State Plane Coordinates, Central Zone (4203), NAD 83
Coordinates shown hereon are grid values, distances shown hereon have been scaled to surface values by dividing the grid values by a Combined Scale Factor of 0.999879



and/or Consulting, LLC, in performance of the survey, has relied upon The American Consulting Company's Commitment for The Insurance 7-1, of the IFWC-1999-2000, effective on July 1, 2001, for all public research information contained in the survey, located at social report, for comments about a well known insurance company.

Schedule 7, Item 10

All items, conditions and provisions of last certain Chapter 43 Texas Local Government Code Development Agreement of record in Document No. 2000044367 of the Official Public Record of Williamson County, Texas.

Chapter's comments. Affect the Text

Other matters under Schedule 8, Item 10, do not appear to be relevant matters.

SURVEYORS CERTIFICATION.
I hereby certify that this survey plot is true and correct to the best of my knowledge and is based solely on the ground survey performed under my direct supervision during the month of September, 2008.

[Signature] **WANDONG**
CHEN
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS

1. All terms, conditions and provisions of the certain Chapter 43 Terms Limit Government Code Development Agreement of record as Document No. 2000040367 of the Official Public Records of Williamson County, Texas.

1. Supplier values not expressed or implied constitute an aid to the accuracy of the property claim.
2. No liability for any investigation was performed by LeadStar Consulting, LLC for the information provided.
3. Supplier values are not intended to be used for any other purpose than the intended use of the information provided.
4. The address is 5427 FM 230, Suite 100, TX 75274.

1. All terms, conditions and provisions of the certain Chapter 43 Terms Limit Government Code Development Agreement of record as Document No. 2000040327 of the Official Public Records of Williamson County, Texas.

SURVEYORS CERTIFICATION.
I hereby certify that this survey plot is true and correct to the best of my knowledge and is based solely on the ground survey performed under my direct supervision during the month of September, 2008.

[Signature] **WANDONG**
CHEN
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS

[illegible]

LAND DEV.

BOUNDARY SURVEY OF 34.04 ACRES
FRANCIS BRADLEY SURVEY, ABSTRACT No. 14

Warranty Deed with Vendor's Lien **36-TFA1-120865C**

Date: February 1, 2019

Grantor: Paula Safarik, individually and as Independent Executor of the Estate of Arnie P. Safarik, Deceased

Grantee: SJPW Ranch Investments, LLC, a Texas limited liability company

Grantee's Mailing Address:

SJPW Ranch Investments, LLC
PO Box 1249
San Marcos, TX 78667

Consideration:

Cash and a note of even date executed by Grantee and payable to the order of Crockett National Bank in the principal amount of THREE HUNDRED FORTY-SIX THOUSAND AND NO/100 DOLLARS (\$346,000.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of Crockett National Bank and by a first-lien deed of trust of even date from Grantee to Todd E. Huckabee, trustee.

Property (including any improvements):

See attached Exhibits "A" and "A-1".

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 instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes

**Recorded by
Texas National Title**

for 2019, which Grantee assumes and agrees to pay, but not subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantor assumes.

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

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.

Crockett National Bank, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the note. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of Crockett National Bank and are transferred to Crockett National Bank without recourse against Grantor.

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

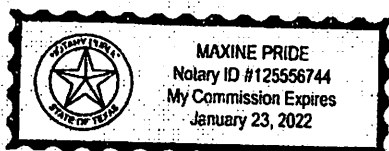
Paula Safarik

Paula Safarik, individually and as Independent
Executor of the Estate of Arnie P. Safarik, Deceased

STATE OF TEXAS)

COUNTY OF Dallas)

This instrument was acknowledged before me on February 1, 2019, by Paula Safarik, individually and as Independent Executor of the Estate of Arnie P. Safarik, Deceased.



Maxine Pride

Notary Public, State of Texas *Maxine Pride*
My commission expires: 1/23/2022

AFTER RECORDING RETURN TO:

**SJPW Ranch Investments, LLC
PO Box 1249
San Marcos, TX 78667**

EXHIBIT "A"
LEGAL DESCRIPTION

Being a 54.04 acre tract of land, more or less, situated in the FRANCIS BRADLEY SURVEY, ABSTRACT NO. 74, Williamson County, Texas, being the remainder of that certain tract of land called 55.70 acres conveyed to Arnie P. Safarik and wife, Paula Safarik by Special Warranty Deed recorded in Document No. 2015039449, Official Public Records, Williamson County, Texas. Said 54.04 acre tract being more particularly described by metes and bounds in Exhibit "A-1" attached hereto and made a part hereof.

Williamson County, Texas
Francis Bradley Survey, Abstract No. 74

54.04 Acres

Exhibit A-1

A DESCRIPTION OF A 54.04 ACRE TRACT OF LAND, LOCATED IN THE FRANCIS BRADLEY SURVEY, ABSTRACT No. 74 OF WILLIAMSON COUNTY, TEXAS. SAID 54.04 ACRE TRACT, BEING THE REMAINDER OF THAT CERTAIN TRACT OR PARCEL OF LAND DESCRIBED AS CONTAINING 55.70 ACRES OF LAND IN A SPECIAL WARRANTY DEED, RECORDED MAY 14, 2015, FROM LARRY A. SAFARIK AND KATY W. SAFARIK TO ARNIE P. SAFARIK AND PAULA SAFARIK, OF RECORD AS DOCUMENT No. 2015039449, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. SAID 54.04 ACRE TRACT AS SHOWN ON THE ACCOMPANYING SURVEY DRAWING, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a TxDOT Type II brass disk in concrete (Grid Coordinates: N 10,191,576.13, E 3,225,139.58) found monumenting the north line of said 55.70 acre tract, and the south line of that certain tract or parcel of land described as containing 74.972 acres of land (Tract 2) in a Warranty Deed Reserving Life Estate with Power of Sale, recorded July 19, 2016, from Ester E. Albers Walker to David P. Walker, Sherri L. Walker and Janet Walker Cook, of record as Document No. 2016064700, Official Public Records, Williamson County, Texas, from which the base of a broken TxDOT Type I concrete Monument found, bears, S 68° 43' 09" W, a distance of 36.66 feet;

THENCE, N 68° 35' 46" E, with the north line of said 55.70 acre tract and the south line of said 74.972 acre tract, a distance of 1984.10 feet to a ½ inch iron rod found monumenting the northeast corner of said 55.70 acre tract, said south line of said 74.972 acre tract, and the northwest corner of the remainder of that certain tract or parcel of land described as containing 39.203 acres of land in a General Warranty Deed, recorded November 17, 2016, from Mark M. Stoll to Larry Safarik, and Katy Safarik, of record as Document No. 2016108345, Official Public Records, Williamson County, Texas;

THENCE, S 21° 30' 48" E, with the east line of said 55.70 acre tract, and the west line of said 39.203 acre tract, passing at a distance of 649.27 feet, 0.17 feet right of line, an iron rod with cap stamped "INLAND" found monumenting the southwest corner of the remainder of said 39.203 acre tract and the northwest corner of that certain tract or parcel of land described as containing 10.163 acres of land in a Gift Deed, recorded June 19, 2017, from Larry A. Safarik, and Katy W. Safarik to Kent T. Safarik, and Jennifer Q. Safarik, of record as Document No. 2017055614, Official Public Records, Williamson County, Texas, in all a total distance of 1115.12 feet to an iron rod with cap stamped "INLAND" found monumenting the southeast corner of the remainder of said 55.70 acre tract, the southwest corner of said 10.163 acre tract, the northeast corner of that certain tract or parcel of land described as containing 0.652 acre of land in a Warranty Deed, recorded April 15, 2002, from Arnie P. Safarik, Paula Safarik, Larry Safarik, and Katy Safarik to Williamson County, Texas, of record as Document No. 2002028523, Official Public Records, Williamson County, Texas, and being the north right of way of County Road 412, a varying width right of way, from which an iron rod with cap stamped "INLAND" found monumenting the southwest corner of the remainder of that certain tract or parcel of land described as containing 1.00 acre of land in a General Warranty Deed, recorded January 11, 1979, from Edmond Menk, and Lydia Menk to Kenneth J. Schneider, and Patricia A. Schneider, of record in Volume 743, Page 485, Deed Records, Williamson County, Texas, bears, N 68° 31' 34" E, a distance of 271.67 feet;

THENCE, with said north line of said 0.652 acre tract, also being said north right of way of said County Road 412, over and across said 55.70 acre tract, the following two (2) courses:

1. S 68° 27' 17" W, a distance of 744.70 feet to a ½ inch iron rod with cap stamped "LandDev" set,

Williamson County, Texas
Francis Bradley Survey, Abstract No. 74

54.04 Acres

2. S 68° 07' 12" W, a distance of 1433.86 feet to a TxDOT Type II brass disk in concrete found, from which a ½ inch iron rod found monumenting an angle point in the north line of said 0.652 acre tract, bears, S 66° 57' 46" W, a distance of 28.86 feet, and

THENCE, departing the north line of said 0.652 acre tract, also being the said north right of way of said County Road 412, over and across said 55.70 acre tract the following two (3) courses:

1. N 61° 07' 24" W, a distance of 53.50 feet to a TxDOT Type II brass disk in concrete found,
2. N 9° 35' 10" W, a distance of 1045.37 feet to a TxDOT Type II brass disk in concrete found, being a point of curvature, and
3. An arc distance of 65.69 feet along a curve to the left, having a radius of 1984.81 feet, a central angle of 1° 53' 46", and a chord which bears N 10° 32' 48" W, a distance of 65.69 feet to the **POINT OF BEGINNING** of the herein described tract and containing 54.04 acres of land, more or less.

THE STATE OF TEXAS

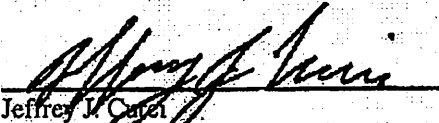
KNOW ALL MEN BY THESE PRESENTS:

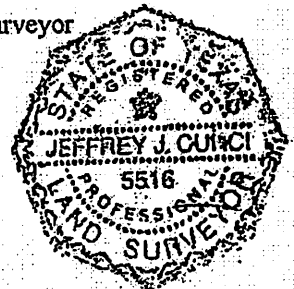
COUNTY OF TRAVIS

That I, Jeffrey J. Curci, 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 parcel of land described herein is based upon a survey performed upon the ground under my direct supervision during the months of September, 2018 and January 2019.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this 24th day of January 2019 A.D.

LandDev Consulting, LLC
5508 Highway 290 West, Suite 150
Austin, Texas 78735


Jeffrey J. Curci
Registered Professional Land Surveyor
No. 5516 – State of Texas



Bearing Basis: Texas State Plane Coordinates, Central Zone (4203), NAD 83
Coordinates shown hereon are grid values, distances shown hereon have been scaled to surface values by dividing the grid values by a Combined Scale Factor of 0.999879

**ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS**

2019009600

Pages: 7 Fee: \$41.00

02/06/2019 11:19 AM



Nancy E. Rister

Nancy E. Rister, County Clerk
Williamson County, Texas

Utility Provision Statement

8127 Mesa Dr. #206-53
Austin, TX 78759
361-537-1277
RussellSpillers@gmail.com

02/05/2019

City of Taylor and all else whom it concerns,

A statement regarding utility provision has been requested as part of the annexation process. Please accept this as such.

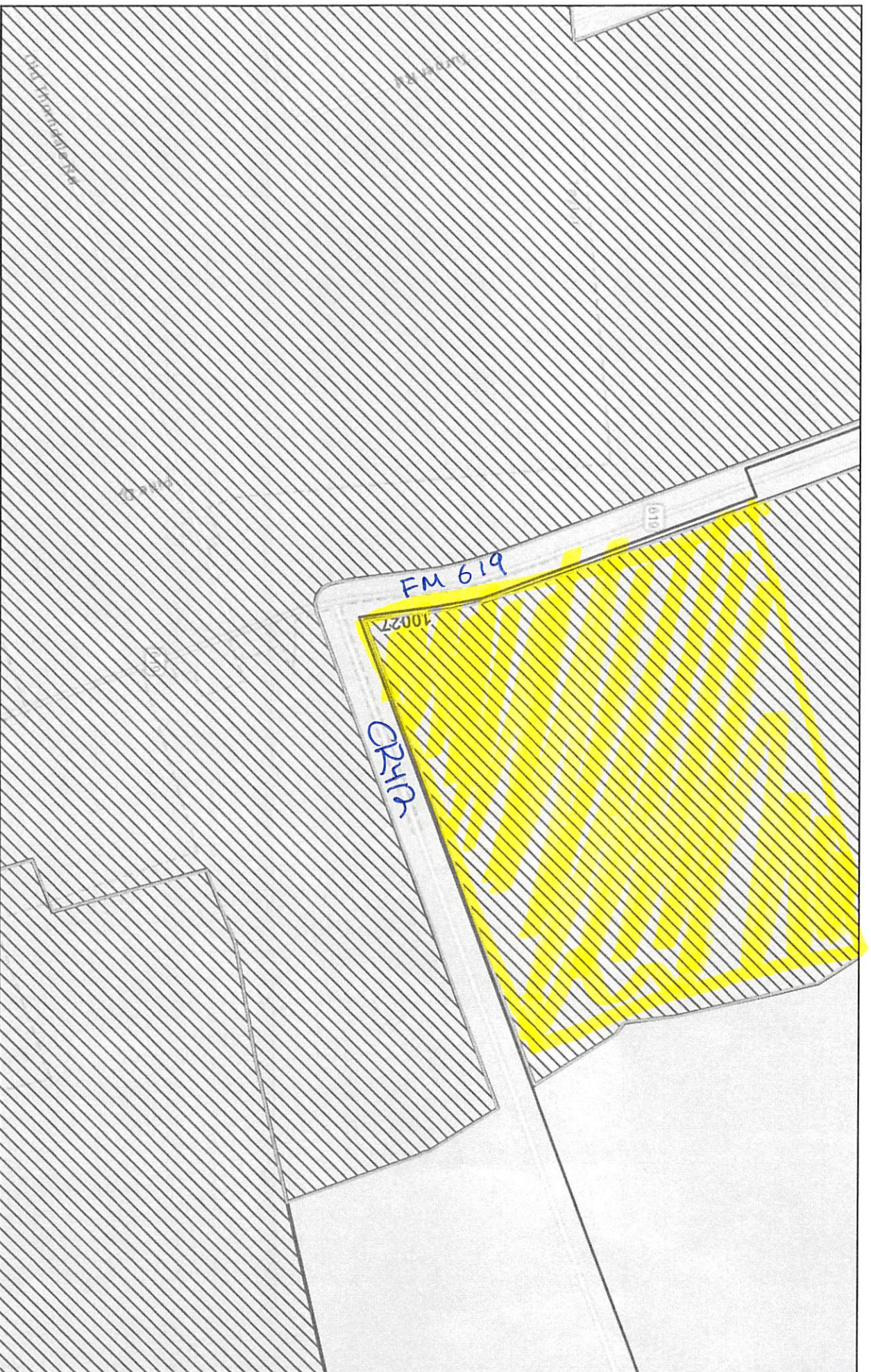
All of the property appears to lie within City of Taylor CCN. Please see the attached map. The owner, and/or Agent of the owner, as may be appointed from time to time, will be working with City officials through the platting of the property to address how the property shall be served by City of Taylor water service. It is understood that the property shall not be served by City of Taylor for wastewater needs at this time and shall instead rely upon county approved on-site sewage facilities.

Respectfully,

A handwritten signature in blue ink, appearing to read "Russell Spillers", is written over a horizontal line.

Russell Spillers, Managing Member, SJPW Ranch Investments, LLC

CR 412 - Safarik - 54.90 acres



November 6, 2018



CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

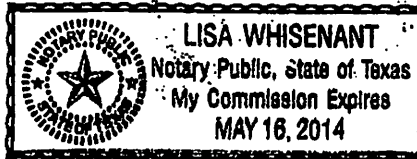
Entered into this 2 day of July, 2010.

Arnie Safarik
Owner Signature
Printed Name: ARNIE SAFARIK

Paula Safarik
Owner Signature
Printed Name: Paula Safarik

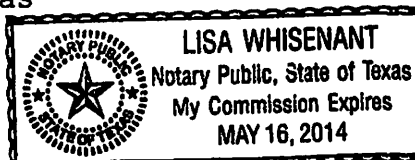
Larry Safarik Katy Safarik
Owner Signature Owner Signature
Printed Name: Larry Safarik Katy Safarik

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }



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

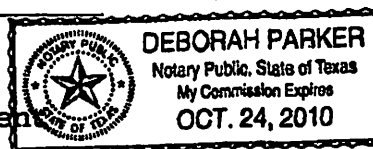
THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }

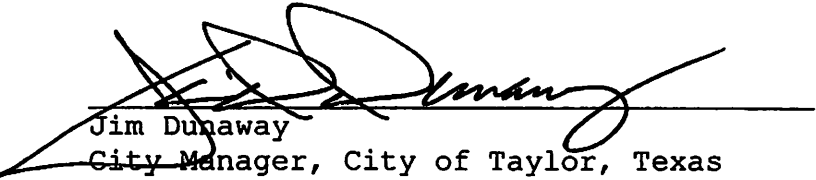


This instrument was acknowledged before me on the day of July 2, 2010, by Paula Safarik, Owner.
Lisa Whisenant
Notary Public, State of Texas

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }

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



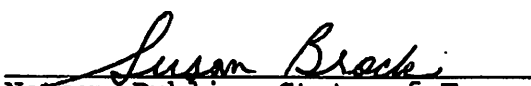

Jim Dunaway
City Manager, City of Taylor, Texas



THE STATE OF TEXAS
COUNTY OF WILLIAMSON

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 9th day of September, 2010.


Notary Public, State of Texas

ORDINANCE NO. 2019-10

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 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 FILING WITH THE WILLIAMSON COUNTY CLERK; 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 the LGC, the City Charter of Taylor, Texas, 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, institution of annexation proceedings and the presentation and introduction of this Ordinance in such form as it may be finally passed occurred within the periods of time and methods prescribed by law; and

WHEREAS, the Texas Local Government Code Section 43.028 allows authority of municipalities to annex sparsely occupied areas on petition of area landowners;

WHEREAS, the following described land is one-half mile or less in width, contiguous to the City, and is vacant and without residents or on which fewer than three qualified voters reside; and

WHEREAS, a petition describing the area for annexation by metes and bounds was presented by each person having an interest in the area to the Taylor City Council; and

WHEREAS, the City Council acted on the petition for annexation within the times prescribed by law approving the land for annexation; and

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".

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 Area not be subject to legal annexation by the City of Taylor, Texas, such fact shall not prevent the City from annexing such Area, 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 Area.

SECTION 6.

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 7.

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 8.

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 9.

The City Clerk of the City of Taylor, Texas, is directed to file a certified copy of this Ordinance, together with a copy of the petition, in the office of the County Clerk of Williamson County, Texas.

SECTION 10.

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. 2019-10 was introduced before the Taylor City Council on the 14th day of March, 2019.

PASSED, APPROVED and ADOPTED this the ____ day of _____, 2019.

Brandt Rydell, Mayor

ATTEST:

Dianna Barker, City Clerk

APPROVED AS TO FORM:

Ted W. Hejl, City Attorney



City of Taylor City Council March 28, 2019

PZ-2019-1122

Ordinance 2019-10

54.04 acres, more or less, more particularly described by Williamson Central Appraisal District Parcel R018827; part of and out of the Francis Bradley Survey, Abstract No. 74, generally located at the northeast corner of SH 619 and CR 412

A decorative horizontal bar at the bottom of the slide, featuring a green-to-dark-green gradient.

Owner:

SJPW Ranch Investments, LLC

Petition:

Voluntary Annexation

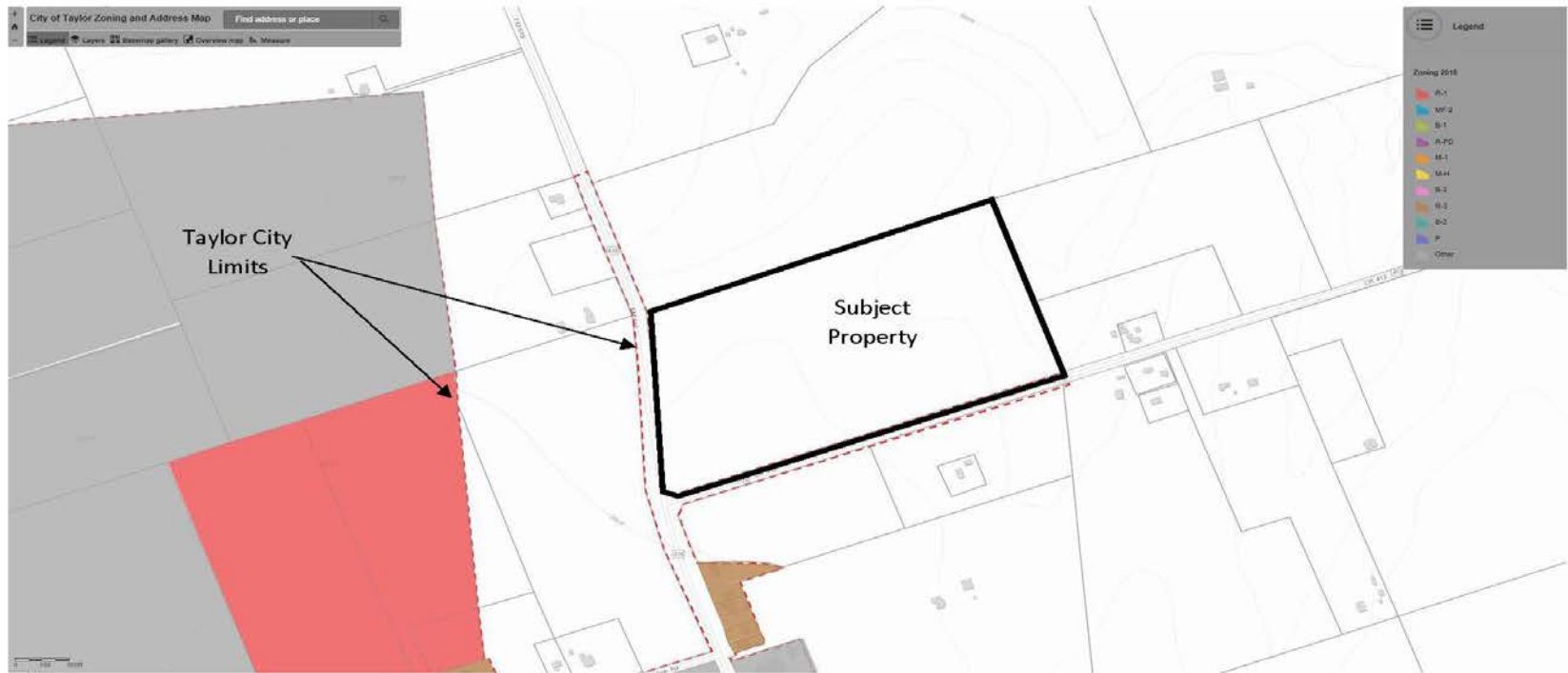
A decorative horizontal bar at the bottom of the slide, consisting of two overlapping green rectangles. The top rectangle is a lighter shade of green and is slightly offset to the right, while the bottom rectangle is a darker shade of green and spans the full width of the slide.

Subject Property



Subject Property

Voluntary Annexation of 54.04 acres
Zoning upon Annexation R-1



Purpose of Petition

- **Previous owners signed a development agreement**
 - **To develop the land new owners must voluntarily annex into the City**
 - **New owners propose large lot residential development**
- 
- A decorative horizontal bar at the bottom of the slide, featuring a green-to-dark-green gradient.

Recommendation

Staff recommends approval of the petition to voluntarily annex.

A decorative horizontal bar at the bottom of the slide, consisting of a light green gradient bar on top and a darker green gradient bar on the bottom, separated by a thin black line.



***City Council Meeting
March 28, 2019
Transmittal Letter***

STRATEGIC PILLAR

- ☐ Streets/Infrastructure
- ☐ Quality of Life
- ☒ Economic Vitality

Agenda Item #: 7

Agenda Title: Consider approving Resolution R19-12, authorizing signatures on the City's investment and bank accounts.

Council Action to be taken: Approve Resolution R19-12 by consent

Department Submitted: Finance Department

Staff Contact: Rosemarie Dennis, Finance Director

1. PURPOSE/DESCRIPTION

The purpose of this item is to update the list of authorized signatures on the City's financial accounts related to investment of local funds and the depository accounts. With the upcoming changes in the Finance Department, the new Finance Director will need to be added to all of the city's financial bank accounts.

2. STAFF ANALYSIS (Why and How)

This resolution will allow the City to formally update the signatures that are authorized to withdraw funds from time to time, to issue letters of instruction and to take all other actions deemed necessary or appropriate for the investment of local funds.

This is a simple housekeeping matter that will occur anytime there is a change in personnel, Mayor or a new depository contract.

3. RECOMMENDATION

Staff recommends approval of the Resolution R19-12.

4. FUNDING SOURCE

N/A

5. TIMELINE

Immediate consideration is needed so the banks and investment firms can be notified of the authorized signers and we have a replacement for signature on City checks.

6. PRIOR COUNCIL ACTIONS TAKEN

City Council has approved such a resolution in the past as needed when changes have occurred with staff.

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

N/A

8. ATTACHMENTS

7a. [Resolution R19-12.](#)

RESOLUTION NO. R19-12

THE CITY OF TAYLOR, TEXAS IS A LOCAL GOVERNMENT OF THE STATE OF TEXAS AND IS EMPOWERED TO DELEGATE TO FINANCIAL INSTITUTIONS THE AUTHORITY TO INVEST FUNDS AND TO ACT AS CUSTODIAN OF INVESTMENTS PURCHASED WITH LOCAL INVESTMENT FUNDS.

WHEREAS, the City of the City of Taylor, 400 Porter Street; Taylor, Texas 76574 is a local government of the State of Texas and is empowered to delegate to financial institutions the authority to invest funds and to act as custodian of investments purchased with local funds; and

WHEREAS, it is in the best interest of the City of Taylor to invest local funds in investments that provide for the preservation and safety of principal, liquidity and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pool, TexPool, TexStar, Citizens National Bank, City National Bank, Texas Class and Frost Bank are qualified financial institutions to invest funds and to act as custodian of investments purchased with local investment funds whose investment objectives in order of priority are preservation and safety of principal, liquidity and yield consistent with the Public Funds Investment Act;

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

- A. The individuals whose signatures appear in this Resolution are Authorized Representatives of the City of Taylor and a combination of any two of the Authorized representatives are hereby authorized to transmit funds for investment in TexPool, TexStar, Citizens National Bank, City National Bank, Texas Class and Frost Bank. Any two of the Authorized Representatives are further authorized to withdraw funds from time to time, issue letters of instruction and take all other actions deemed necessary or appropriate for the investment of local funds.
- B. That an Authorized Representative of the City of Taylor may be deleted by a written instrument signed by all remaining Authorized Representatives provided that the individuals, whose signatures appear in this Resolution, are (1) deemed by the City's Management to no longer require access to the City of Taylor's TexPool, TexStar, Citizens National Bank, City National Bank, Texas Class and Frost Bank accounts or (2) are no longer employed by the City of Taylor.
- C. That the City of Taylor may, by amending this Resolution, add an Authorized Representative provided the additional Authorized Representative is an officer, employee or agent of the City of Taylor.
- D. This Resolution shall be effective April 1, 2019.

The following is a list of the Authorized Representatives of the City of Taylor:

ORIGINALS REQUIRED

- | | | |
|----|------------------------|------------------------------------|
| 1. | _____ | Title: <u>Mayor</u> |
| | <u>Brandt Rydell</u> | Phone: <u>512-352-3675 ext. 14</u> |
| 2. | _____ | Title: <u>Interim City Manager</u> |
| | <u>Jeffery Jenkins</u> | Phone: <u>512-352-3677</u> |
| 3. | _____ | Title: <u>Finance Director</u> |
| | <u>Jeffrey Wood</u> | Phone: <u>512-309-6168</u> |
| 4. | _____ | Title: <u>Accountant</u> |
| | <u>Lillie Lawler</u> | Phone: <u>512-309-6167</u> |
| 5. | _____ | Title: _____ |
| | _____ | Phone: _____ |

Any new individuals will be issued a personal identification number to transact business with TexPool, TexStar, Citizens National Bank, City National Bank, Texas Class and Frost Bank.

The named Authorized Representative listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Operation Agreement with the named financial institution is:

Name: Lillie Lawler, Accountant

Email: lillie.lawler@taylortx.gov

Fax: 512-352-8483

The following is an additional Authorized Representative designated to perform only inquiries of selected information. This limited representative cannot perform transactions.

- | | | |
|----|----------------------|--------------------------|
| 6. | _____ | Title: <u>City Clerk</u> |
| | <u>Dianna Barker</u> | |

This Resolution and its authorization shall continue in full force and effect until amended or revoked by the City of Taylor and until TexPool, TexStar, Citizens National Bank, City National Bank, Texas Class and Frost Bank receives a copy of any such amendment or revocation. This resolution is hereby introduced and adopted by the City of Taylor at its regular meeting held on this the ____ day of _____, 2019.

NAME OF PARTICIPANT: City of Taylor, Texas

By: _____

Brandt Rydell, Mayor
City of Taylor, Texas

ATTEST:

Dianna Barker, City Clerk
City of Taylor, Texas

This document supersedes all prior Authorized Representative designations.



***City Council Meeting
March 28, 2019
Transmittal Letter***

STRATEGIC PILLAR

- ☐ Streets/Infrastructure
- ☐ Quality of Life
- ☒ Economic Vitality

Agenda Item #: 8

Agenda Title: **Approve Agreement with RCR Rail Park for Sewer line Analysis**

Council Action to be taken: Receive update

Department Submitted: **City Management**

Staff Contact: Jeff Jenkins, Interim City Manager

1. PURPOSE/DESCRIPTION

The purpose of this item is to approve an agreement with RCR to conduct a wastewater line route analysis to support the RCR Rail Park Development.

2. STAFF ANALYSIS (How and Why)

This development requires a sewer line route analysis and the City and RCR hereby enter into this agreement to set out the terms and conditions of the analysis and payment of the analysis.

HDR will be conducting the analysis. The plan is to install approximately 20,000 linear feet of new sewer line from the proposed rail site to the existing 36 inch sewer line. The line will extend from the proposed Rail Park located at the southeast corner of FM 3349 and Highway 79, extending east, following the Union Pacific Railroad right -of -way and crossing Highway 79 near Mustang Creek to connect to the existing sewer line. Once the analysis is completed a recommendation from HDR will be provided to the City.

This process will be done by the following 6 tasks:

- Task 1 – Kickoff Meeting and Data Collection
- Task 2 – Pipeline Route Technical Evaluation
- Task 3 – Environmental Screening Coordination
- Task 4 – Preliminary Property, Easement, and Right-of-Way Services
- Task 5 – Utilities Evaluation
- Task 6 – Preliminary Engineering Report

3. RECOMMENDATION

Staff recommends that the Council approve the agreement.

4. FUNDING SOURCE

RCR will reimburse the City for the professional services and any additional services paid by the City. The analysis is anticipated to be \$146,000. The City will be reimbursed within 30 days from the date the analysis is complete.

5. TIMELINE

Once the Notice to Proceed is executed, completion of all tasks should take approximately 8 months.

6. PRIOR COUNCIL ACTIONS TAKEN

N/A

7. OTHER OPTIONS (In order of preference)

Not to enter into agreement

8. ATTACHMENTS

8a [Agreement](#)

**AGREEMENT
FOR A SEWER LINE ROUTE ANALYSIS
BETWEEN CITY OF TAYLOR, TEXAS
AND
RCR TAYLOR LAND, LP and RCR TAYLOR RAIL, LP**

This Agreement for a Sewer Line Route Analysis ("Agreement") is by and between the CITY OF TAYLOR, TEXAS, a home rule political subdivision ("City") and RCR TAYLOR LAND, LP, a Texas Limited Partnership ("RCR LAND"), and RCR TAYLOR RAIL, LP, a Texas Limited Partnership ("RCR RAIL"). RCR LAND and RCR RAIL are hereinafter collectively referred to as "RCR".

RECITALS

1. RCR LAND purchased real estate within the City of Taylor, Texas, more fully described in Exhibit "A", attached hereto and incorporated by reference herein ("Property"), and the Property will be developed by RCR RAIL to be a planned rail-served industrial park development ("Development").

2. The Development requires a sewer line route analysis ("Analysis"), and the City and RCR hereby enter into this Agreement to set out the terms and conditions of the Analysis and payment of the Analysis.

NOW, THEREFORE, for good and valuable consideration, and in consideration of the mutual covenants and benefits herein contained, and subject to all of the terms and conditions hereof, the City and RCR agree as follows:

AGREEMENT

1. The Analysis. The Analysis will be conducted pursuant to Task Order No. 5, as shown in Exhibit "B", attached hereto and incorporated by reference herein ("Order"), which Order has been approved by RCR.

2. Payment. RCR agrees to reimburse the City for the professional services and additional services paid by the City for the Analysis, which cost is anticipated to be \$146,000.00 ("Reimbursement"). The Reimbursement to the City will be paid in full within thirty (30) days from the date the Analysis is complete. If additional Development needs are determined that exceed the anticipated Analysis cost of \$146,000.00, the Reimbursement will be adjusted and paid by RCR to cover the cost of any additional Analysis requirements.

3. Ownership. After completion of the Analysis, the City shall retain ownership of the Analysis until the Reimbursement has been paid in full by RCR to the City. Upon full Reimbursement to the City, co-ownership of the Analysis shall convey to RCR.

4. No Partnership. The City and RCR agree and acknowledge that with respect to the Analysis, or otherwise by virtue of this Agreement, the City and RCR are not partners or joint venturers. This Agreement will not be construed in any form or manner to establish a partnership, joint venture or agency, express or implied, nor any employer-employee or borrowed servant relationship by and between the parties.

5. Notice. For purposes of this Agreement, the addresses of the parties for all notices are as follows:

CITY OF TAYLOR, TEXAS
ATTN: City Manager
400 Porter Street
Taylor, Texas 76574

Hydie H. McAlister, Manager
RCR TAYLOR LAND GP, LLC
RCR TAYLOR RAIL GP, LLC
2211 Norfolk, Suite 803
Houston, Texas 77098

6. Legal Expenses. The party or parties not in default may employ attorneys to pursue its legal rights and, if the party or parties not in default prevails before any court or agency of competent jurisdiction, the defaulting party shall be obligated to pay all expenses incurred by the party or parties not in default, including reasonable attorney's fees, unless such payment is prohibited by law.

7. Governing Law. This Agreement shall be governed by and be construed in accordance with the laws of the State of Texas. Venue for actions arising in connection with this Agreement shall be in Williamson County, Texas.

8. Savings Clause. If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law or public policy or otherwise unenforceable, the remaining provisions shall remain in full force and effect, and the parties shall negotiate, in good faith, a substitute, valid, and enforceable provision which most nearly reflects the parties' stated intention as set forth in such affected provision.

9. Time. Time is of the essence with respect to all matters covered by this Agreement.

10. Binding Effect. This Agreement shall bind the parties to this Agreement, their affiliates, successors, and assigns. No other persons or entities may enforce this Agreement or claim any benefits under this Agreement. There are no oral agreements between the parties hereto with respect to the subject matter hereof. This Agreement shall be subject to change or modification only with the mutual written consent of both parties.

11. Counterparts. The parties agree that this Agreement may be executed in multiple counterparts which, taken together, shall form the contractual agreement of the parties.

12. Authority. The person signing this Agreement warrants that he is authorized to sign this Agreement on behalf of the respective signatory.

13. Assignment. This Agreement is not assignable, in whole or in part, by RCR without the prior written consent of the City.

Executed to be effective this the _____ day of _____, 2019.

RCR TAYLOR LAND GP, LLC
as General Partner for
RCR TAYLOR LAND, LP

By: Hydie H. McAlister
Its: Manager

RCR TAYLOR RAIL GP, LLC
as General Partner for
RCR TAYLOR RAIL, LP

By: Hydie H. McAlister
Its: Manager

CITY OF TAYLOR, TEXAS,
A home rule political subdivision

By: Jeffery Jenkins
Its: Interim City Manager

STATE OF TEXAS,
COUNTY OF _____.

BEFORE ME, the undersigned authority, on this day personally appeared HYDIE H. McALISTER, Manager of RCR TAYLOR LAND GP, LLC, as General Partner for RCR TAYLOR LAND, LP, known to me to be the person whose name is subscribed to the foregoing instrument, and swore and acknowledged to me that she executed the same for the purposes and consideration therein expressed, and in the capacity therein stated and as the act and deed of the corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 2019.

Notary Public, State of Texas

STATE OF TEXAS,
COUNTY OF _____.

BEFORE ME, the undersigned authority, on this day personally appeared HYDIE H. McALISTER, Manager of RCR TAYLOR RAIL GP, LLC, as General Partner for RCR TAYLOR RAIL, LP, known to me to be the person whose name is subscribed to the foregoing instrument, and swore and acknowledged to me that she executed the same for the purposes and consideration therein expressed, and in the capacity therein stated and as the act and deed of the corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 2019.

Notary Public, State of Texas

STATE OF TEXAS,
COUNTY OF WILLIAMSON.

BEFORE ME, the undersigned authority, on this day personally appeared JEFFERY JENKINS, Interim City Manager of the City of Taylor, Texas, a home rule political subdivision, known to me to be the person whose name is subscribed to the foregoing instrument, and swore and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated and as the act and deed of the City of Taylor, Texas.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 2019.

Notary Public, State of Texas

EXHIBIT "A"

EXHIBIT "A"

DESCRIPTION OF A 183.84 ACRE TRACT OF LAND SITUATED IN THE WATKINS NOBLES SURVEY, ABSTRACT 484, WILLIAMSON COUNTY, TEXAS, BEING ALL OF THAT CALLED 185.994 ACRE TRACT OF LAND DESCRIBED IN A DEED FROM CONSTANCE SLOCOMB, AS THE INDEPENDENT EXECUTRIX OF THE ESTATE OF JOHN GUY SLOCOMB, DECEASED, TO CONSTANCE SLOCOMB, AS THE TRUSTEE OF THE JOHN GUY SLOCOMB FAMILY TRUST, AND RECORDED IN DOCUMENT NO. 2011033689, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 183.84 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod with SAM cap set on the east right-of-way line of Farm to Market 3349 (FM 3349), a 100-foot width right-of-way, for a northwest corner of that certain called 186 acre tract of land, save and except 3.8806 acres, described in a deed to Irving J. Bentley and wife, Nancy Bunnell Bentley, and recorded in Volume 1974, Page 994, Official Records, Williamson County, Texas (O.R.W.C.TX.), from which a 1-inch iron pipe found disturbed bears S82°56'29"E, a distance of 4741.28 feet to a 1/2-inch iron rod with SAM cap set for the northeast corner of said 186 acre tract, and continuing S82°56'29"E, a distance of 0.74 feet;

THENCE S07°35'42"W, with the east right-of-way line of said FM 3349, a distance of 1689.66 feet to a 1/2-inch iron rod with SAM cap set for the northwest corner and **POINT OF BEGINNING** of the herein described tract, said point having grid coordinates of N:10173440.54, E:3193291.08, said point being in the north line of said 185.994 acre tract;

THENCE S82°56'27"E, with the north line of said 185.994 acre tract and the south line of said 186 acre tract, a distance of 4742.86 feet to a 1/2-inch iron rod with SAM cap set for the northeast corner of said 185.994 acre tract and the herein described tract, same being the southeast corner of said 186 acre tract, and also being on the west line of that certain called 164.685 acre tract of land described in a deed to Carl Brent Samuelson, and recorded in Document No. 2012107105, O.P.R.W.C.TX., from which a 3/4-inch iron pipe found bears S82°56'27"E, a distance of 1.34 feet;

THENCE S07°32'28"W, with an east line of said 185.994 acre tract and a west line of said 164.685 acre tract, a distance of 1139.88 feet to a 1/2-inch iron rod with SAM cap set at the base of a cross-tie fence post found as called for in deed, for the most easterly southeast corner of said 185.994 acre tract and the herein described tract, same being an interior ell corner of said 164.685 acre tract;

THENCE N83°33'29"W, with a south line of said 185.994 acre tract and said 164.685 acre tract, a distance of 231.81 feet to a 1/2-inch iron rod with SAM cap set at the base of a cross-tie fence post found as called for in deed, for an interior ell corner of said 185.994 acre tract and the herein described tract;

THENCE S07°23'02"W, with an east line of said 185.994 acre tract and a west line of said 164.685 acre tract, a distance of 574.06 feet to a 1/2-inch iron rod with SAM cap set for the most southerly southeast corner of said 185.994 acre tract and the herein described tract, same being the northeast corner of that certain called 195.435 acre tract of land described in a deed to David C. Blankenship, Sylvia Blankenship, and Carol Sweger, and recorded in Document No. 9902621, O.R.W.C.TX., from which a 1/2-inch iron rod with plastic cap stamped "Bryan Tech Services" found for the southwest corner of said 164.685 acre tract bears S07°23'02"W, a distance of 386.22 feet;

THENCE N82°56'27"W, with the south line of said 185.994 acre tract and the north line of said 195.435 acre tract, a distance of 4512.40 feet to a 1/2-inch iron rod with SAM cap set on the east right-of-way line of said FM 3349, for the southwest corner of the herein described tract, same being the northwest corner of said 195.435 acre tract, from which a Texas Department of Transportation Type I concrete monument found bears S07°28'28"W, a distance of 1004.11 feet, and S07°39'33"W, a distance of 376.62 feet;

FN17488 (CDC).doc
SAM, LLC Job No. 34369
Page 2 of 2

- 1) N07°28'28"E, a distance of 892.06 feet to a 1/2-inch iron rod with SAM cap set, and
- 2) N07°35'42"E, a distance of 824.39 feet to the **POINT OF BEGINNING**, containing 183.84 acres of land more or less.

Reference is herein made to the Survey Plat accompanying this metes and bounds description of even date.

That I, Gina Loftis-Franklin, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

SURVEYING AND MAPPING, LLC
4801 Southwest Parkway
Parkway Two, Suite 100
Texas 78735
TX. Firm Registration No. 10064300

 5-21-14
Gina Lofis-Franklin Date
Registered Professional Land Surveyor Austin,
Texas Registration No. 6087



EXHIBIT "A"

DESCRIPTION OF A 183.94 ACRE TRACT OF LAND SITUATED IN THE WATKINS NOBLES SURVEY, ABSTRACT 484, WILLIAMSON COUNTY, TEXAS, BEING ALL OF THAT CALLED 186 ACRE TRACT OF LAND, SAVE AND EXCEPT 3.8806 ACRES, AS DESCRIBED IN A DEED FROM NANCY BUNNELL BENTLEY TO IRVING J. BENTLEY AND WIFE, NANCY BUNNELL BENTLEY, AND RECORDED IN VOLUME 1974, PAGE 994, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS (O.R.W.C.TX.); SAID 183.89 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a Texas Department of Transportation (TxDOT) Type I concrete monument found (broken) on the west right-of-way line of Farm to Market 3349 (FM 3349), a 100-foot width right-of-way, for the northeast corner of that certain called 1.699 acre tract of land described as Lot 1 of the Gene Rydell Estate, and recorded in Cabinet EE, Slide 384, Plat Records, Williamson County, Texas, same being the southeast corner of that certain called 13.18 acre tract of land described in a deed to Jonah Water Special Utility District, and recorded in Document No. 2002103516, Official Public Records, Williamson County, Texas (O.P.R.W.C.TX.);

THENCE S82°24'18"E, over and across said FM 3349, a distance of 100.00 feet to a 1/2-inch iron rod with SAM cap set on the east right-of-way line of said FM 3349 and the west line of that certain called 199.922 acre tract of land described in a deed to Steven Slaughter, as Trustee of the Margaret Mings Bunnell Revocable Living Trust, and recorded in Document No. 2014008746, O.P.R.W.C.TX.;

THENCE S07°35'42"W, with the east right-of-way line of said FM 3349 and the west line of said 199.922 acre tract, a distance of 204.18 feet to a 1/2-inch iron rod with SAM cap set in the north line of said 186 acre tract for the northwest corner and **POINT OF BEGINNING** of the herein described tract, said point having grid coordinates of N:10175115.19, E:3193514.38;

THENCE S82°56'29"E, with the north line of said 186 acre tract and the south line of said 199.922 acre tract, a distance of 4741.28 feet to a 1/2-inch iron rod with SAM cap set for the northeast corner of the herein described tract, same being the southeast corner of said 199.922 acre tract, from which a 1-inch iron pipe found (disturbed) bears S82°56'29"E, a distance of 0.74 feet;

THENCE S07°32'28"W, with the east line of said 186 acre tract, passing at a distance of 794.19 feet a calculated point for the northwest corner of that certain called 164.685 acre tract of land described in a deed to Carl Brent Samuelson, and recorded in Document No. 2012107105, O.P.R.W.C.TX., from which a 1/2-inch iron rod found bears N80°33'47"W, a distance of 2.03 feet, and continuing for a total distance of 1689.68 feet to a 1/2-inch iron rod with SAM cap set for the southeast corner of the herein described tract, same being the northeast corner of that certain called 185.994 acre tract of land described in a deed to Constance Slocomb, as Trustee of the John Guy Slocomb Family Trust, and recorded in Document No. 2011033689, O.P.R.W.C.TX., from which a 3/4-inch iron pipe found (disturbed) bears S82°56'27"E, a distance of 1.34 feet;

THENCE N82°56'27"W, with the south line of said 186 acre tract and the north line of said 185.994 acre tract, a distance of 4742.86 feet to a 1/2-inch iron rod with SAM cap set on the east right-of-way line of said FM 3349, for the southwest corner of the herein described tract, from which a TxDOT Type I concrete monument found bears S07°35'42"W, a distance of 824.39 feet, S07°28'28"W, a distance of 1896.17 feet, and S07°39'33"W, a distance of 376.62 feet;

183.94 ACRES
WATKINS NOBLES SURVEY, ABSTRACT 484
WILLIAMSON COUNTY, TEXAS

FN17490 (CDC).doc
SAM, LLC Job No. 34369
Page 2 of 2

THENCE N07°35'42"E, with the east right-of-way line of said FM 3349, a distance of 1689.66 feet to the POINT OF BEGINNING, containing 183.94 acres of land, more or less.

Bearing Basis: Texas State Plane Coordinate System, NAD83, Central Zone (4203). All coordinates at grid values. All distances are surface values in U.S. Survey Feet. To compute grid values, multiply surface distances by a Combined Scale Factor of 0.99988651.

Reference is herein made to the Survey Plat accompanying this metes and bounds description of even date.

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

§

§

That I, Gina Loftis-Franklin, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

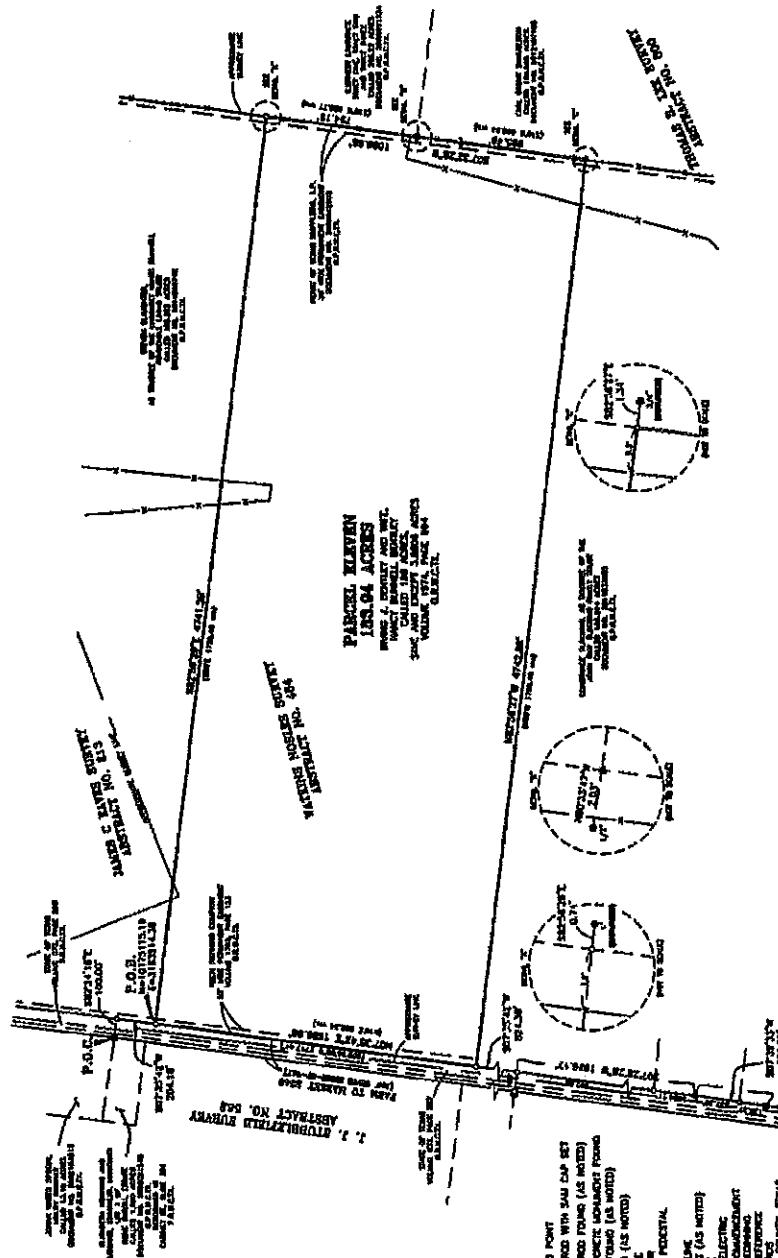
SURVEYING AND MAPPING, LLC
4801 Southwest Parkway
Parkway Two, Suite 100
Texas 78735
TX. Firm Registration No. 10064300


Gina Loftis-Franklin
Registered Professional Land Surveyor Austin,
Texas Registration No. 6087

Date

5-21-14





References

- [illegible]

FOR AUTO ECONOMIC DEVELOPMENT CORPORATION (BUREAU),
WARD & SORLEY AND HENRY MARSHALL, BUREAU (BUREAU),
CONNECTIONS THE COMPANY, INC. (THE COMPANY),
THE COMPANY (THE COMPANY).

[illegible]

RECEIVED THE 21st DAY OF May 2014

[Handwritten signature]

MR. LOUIS PROCTOR
6087 - STATE OF TEXAS
SUNSHINE AND MAPLE, LLC
4801 BURGESS PARKWAY
DALLAS, TEXAS 75245
(912) 447-0075



LAND TITLE SURVEY
ERVING J. BENTLEY AND WIFE, NANCY BUNNELL BENTLEY
SURVEY PLAT OF A 183.94 ACRE TRACT OUT OF THE
WATKINS NOBLES SURVEY, ABSTRACT NO. 484
WILLIAMSON COUNTY, TEXAS

1 OF 1
SHEET 1

SHEETS AND CROSSFILL, PC
 PRETTY: THE SIRE
 DATE MAY, 2014
 SERIAL: 1" = 400'
 SURVEYED BY: LORIS FRANKLIN
 TRANSMISSION: 2. HAZARD
 DATED: 4-11-2014
 TRACK NO. 11
 ADDRESS: 11404
 ADDRESS: 11404

4301 Southwest Parkway
Building Two, Suite 100
Austin, Texas, 78726
Tel: 512.447.4575
Fax: 512.328.3028
E-mail: info@zom.biz

Tampa Firm Registration No. 10054340



RESEARCH

EXHIBIT "A"

DESCRIPTION OF A 183.84 ACRE TRACT OF LAND SITUATED IN THE WATKINS NOBLES SURVEY, ABSTRACT 484, WILLIAMSON COUNTY, TEXAS, BEING ALL OF THAT CALLED 185.994 ACRE TRACT OF LAND DESCRIBED IN A DEED FROM CONSTANCE SLOCOMB, AS THE INDEPENDENT EXECUTRIX OF THE ESTATE OF JOHN GUY SLOCOMB, DECEASED, TO CONSTANCE SLOCOMB, AS THE TRUSTEE OF THE JOHN GUY SLOCOMB FAMILY TRUST, AND RECORDED IN DOCUMENT NO. 2011033689, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 183.84 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod with SAM cap set on the east right-of-way line of Farm to Market 3349 (FM 3349), a 100-foot width right-of-way, for a northwest corner of that certain called 186 acre tract of land, save and except 3.8806 acres, described in a deed to Irving J. Bentley and wife, Nancy Bunnell Bentley, and recorded in Volume 1974, Page 994, Official Records, Williamson County, Texas (O.R.W.C.TX.), from which a 1-inch iron pipe found disturbed bears S82°56'29"E, a distance of 4741.28 feet to a 1/2-inch iron rod with SAM cap set for the northeast corner of said 186 acre tract, and continuing S82°56'29"E, a distance of 0.74 feet;

THENCE S07°35'42"W, with the east right-of-way line of said FM 3349, a distance of 1689.66 feet to a 1/2-inch iron rod with SAM cap set for the northwest corner and **POINT OF BEGINNING** of the herein described tract, said point having grid coordinates of N:10173440.54, E:3193291.08, said point being in the north line of said 185.994 acre tract;

THENCE S82°56'27"E, with the north line of said 185.994 acre tract and the south line of said 186 acre tract, a distance of 4742.86 feet to a 1/2-inch iron rod with SAM cap set for the northeast corner of said 185.994 acre tract and the herein described tract, same being the southeast corner of said 186 acre tract, and also being on the west line of that certain called 164.685 acre tract of land described in a deed to Carl Brent Samuelson, and recorded in Document No. 2012107105, O.P.R.W.C.TX., from which a 3/4-inch iron pipe found bears S82°56'27"E, a distance of 1.34 feet;

THENCE S07°32'28"W, with an east line of said 185.994 acre tract and a west line of said 164.685 acre tract, a distance of 1139.88 feet to a 1/2-inch iron rod with SAM cap set at the base of a cross-tie fence post found as called for in deed, for the most easterly southeast corner of said 185.994 acre tract and the herein described tract, same being an interior ell corner of said 164.685 acre tract;

THENCE N83°33'29"W, with a south line of said 185.994 acre tract and said 164.685 acre tract, a distance of 231.81 feet to a 1/2-inch iron rod with SAM cap set at the base of a cross-tie fence post found as called for in deed, for an interior ell corner of said 185.994 acre tract and the herein described tract;

THENCE S07°23'02"W, with an east line of said 185.994 acre tract and a west line of said 164.685 acre tract, a distance of 574.06 feet to a 1/2-inch iron rod with SAM cap set for the most southerly southeast corner of said 185.994 acre tract and the herein described tract, same being the northeast corner of that certain called 195.435 acre tract of land described in a deed to David C. Blankenship, Sylvia Blankenship, and Carol Sweger, and recorded in Document No. 9902621, O.R.W.C.TX., from which a 1/2-inch iron rod with plastic cap stamped "Bryan Tech Services" found for the southwest corner of said 164.685 acre tract bears S07°23'02"W, a distance of 386.22 feet;

THENCE N82°56'27"W, with the south line of said 185.994 acre tract and the north line of said 195.435 acre tract, a distance of 4512.40 feet to a 1/2-inch iron rod with SAM cap set on the east right-of-way line of said FM 3349, for the southwest corner of the herein described tract, same being the northwest corner of said 195.435 acre tract, from which a Texas Department of Transportation Type I concrete monument found bears S07°28'28"W, a distance of 1004.11 feet, and S07°39'33"W, a distance of 376.62 feet;

FN17488 (CDC).doc
SAM, LLC Job No. 34369
Page 2 of 2

- 1) N07°28'28"E, a distance of 892.06 feet to a 1/2-Inch iron rod with SAM cap set, and
- 2) N07°35'42"E, a distance of 824.39 feet to the **POINT OF BEGINNING**, containing 183.84 acres of land more or less.

Reference is herein made to the Survey Plat accompanying this metes and bounds description of even date.

That I, Gina Loftis-Franklin, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

SURVEYING AND MAPPING, LLC
4801 Southwest Parkway
Parkway Two, Suite 100
Texas 78735
TX. Firm Registration No. 10064300

 5-21-14
Gina Lopez-Franklin Date
Registered Professional Land Surveyor Austin,
Texas Registration No. 6087



DESCRIPTION

DESCRIPTION OF A 194.559 ACRE TRACT OF LAND, BEING ALL OF THAT CALLED 195.435 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO DAVID C. BLANKENSHIP, SYLVIA BLANKENSHIP AND CAROL SWEGER, RECORDED IN DOCUMENT NUMBER 9902621, OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS, SAVE AND EXCEPT THAT 0.46 ACRE TRACT OF LAND CONVEYED TO SAM V. STONE, COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, RECORDED IN VOLUME 392, PAGE 421, DEED RECORDS WILLIAMSON COUNTY, TEXAS AND SAVE AND EXCEPT THAT 2.8485 ACRES, CONVEYED TO THE STATE OF TEXAS, RECORDED IN VOLUME 673, PAGE 213, DEED RECORDS WILLIAMSON COUNTY, TEXAS BEING A PART OF THE WATKINS NOBLES SURVEY, ABSTRACT NO. 484. BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with "SAM" cap found for the most westerly southwest corner of said 194.559 acre tract, same being the northwest corner of that called 58.001 acres, described in a deed to Raymond E. Naivar and wife, Diane E. Naivar, recorded in Volume 713, Page 723, Deed Records Williamson County, Texas, being an east right-of-way line of Farm to Market (F.M.) 3349, a 100 foot wide right-of-way being the most westerly southwest corner of the tract described herein, from which a concrete right-of-way monument found in said east right-of-way line bears, S07°40'10"W, a distance of 1280.62 feet;

THENCE along said east right-of-way line, same being the west line of the tract described herein, N07°30'37"E, a distance of 1241.35 feet to a 1/2-inch iron rod with "SAM" cap found for the northwest corner of said 194.559 acre tract, same being the southwest corner of that called 185.994 acres, described in a deed to Constance Slocumb, as the Trustee of the John Guy Slocumb Family Trust, recorded in Document No. 2011033689, Official Public Records Williamson County, Texas;

THENCE leaving said east right-of-way line, along the common line of said 194.559 acre tract and said 185.994 acre tract, S82°56'27"E, a distance of 4511.87 feet to a 1/2-inch iron rod with "SAM" cap found for the southeast corner of said 185.994 acre tract, same being the west line of that called 164.685 acres, described in a deed to Eugene & Judy Kanak, Trustee of the Eugene R. & Judy A. Kanak Living Trust, recorded in Document No. 2015101314, Official Public Records Williamson County, Texas and the most northerly northeast corner of the tract described herein;

THENCE leaving the common line of said 194.559 acre tract and said 185.994 acre tract, along the common line of said called 164.685 acre tract and said 194.559 acre tract the following two (2) courses and distances:

1. S07°23'06"W, a distance of 386.21 feet to a 1/2-inch iron rod with Bryan Tech Services cap found for an angle point, and
2. S82°29'31"E, a distance of 223.00 feet to a 5/8-inch iron rod with SAM cap set for the most easterly northeast corner of the tract described herein, same being the south line of said 164.685 acre tract and the west right-of-way line of County Road 404, (no record information found);

THENCE along said west right-of-way line, along the east line of said 194.559 acre tract, S07°37'17"W, a distance of 2018.41 feet to a mag nail with "SAM" washer set for the southeast corner of said 194.559 acre tract, being within the existing limits of County Road 404;

THENCE leaving said west right-of-way line, along the south line of said 194.559 acre tract, same being the north line of that called 85.681 acres, described in a deed to Henry H. Holubec, Jr. & Nancy Rydell & Edythe J. Holubec, recorded in Volume 1051, Page 818, Official Public Records Williamson County, Texas, N83°29'49"W, passing at a distance of 19.00 feet a concrete right-of-way monument found, continuing for a total distance of 2259.27 feet to a concrete right-of-way monument found for the northwest corner of said 85.681 acre tract, same being the east line of that called 18.165 acre tract, described in a deed to Joel B. Carpenter, recorded in Document No. 2012073128, Official Public Records Williamson County, Texas and the southwest corner of the tract described herein;

THENCE leaving said south line, along the west line of said 194.559 acre tract, along the east line of said 18.165 acre tract and said 58.001 acre tract, N07°29'46"E, a distance of 1166.03 feet to a 9-inch wood fence post found for an angle point of said 194.559 acre tract;

THENCE along a south line of said 194.559 acre tract, same being the north line of said 58.001 acre tract, N82°27'26"W, a distance of 2472.45 feet to the **POINT OF BEGINNING**, and containing 194.559 acres of land.

All bearings are based on the Texas State Plane Coordinate System, Central Zone, NAD 83. All distances are Grid distances in U.S. Survey Feet. To compute Surface values, Multiply Grid distance by a Combined Scale Factor of 0.99988651.

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

THE STATE OF TEXAS
COUNTY OF TRAVIS

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KNOW ALL MEN BY THESE PRESENTS:

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

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

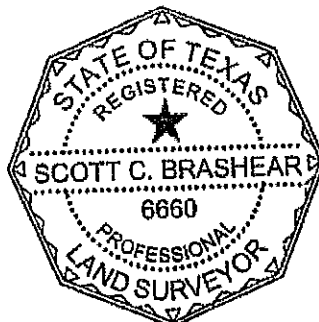
SURVEYING AND MAPPING, LLC
4801 Southwest Parkway
Building Two, Ste. 100
Austin, Texas 78735
TX Firm Registration No. 10064300

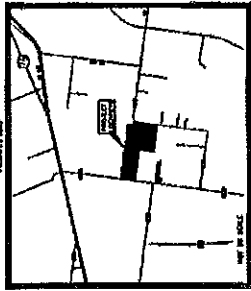


Scott C. Brashear
Registered Professional Land Surveyor
No. 6600 - State of Texas

6/22/18

Date





- REMARKS:**
1. The survey was made on the 1st day of May, 2000, and the results are as follows:
 2. The area surveyed is 100.00 acres, more or less.
 3. The survey was made by David C. Blankenship, Sylvia Blankenship, and Carol Sweiger.
 4. The survey was made for the purpose of subdividing the land into 100.00 acre tracts.
 5. The survey was made in accordance with the provisions of the Texas Surveying Act.
 6. The survey was made in accordance with the provisions of the Texas Surveying Act.
 7. The survey was made in accordance with the provisions of the Texas Surveying Act.
 8. The survey was made in accordance with the provisions of the Texas Surveying Act.
 9. The survey was made in accordance with the provisions of the Texas Surveying Act.
 10. The survey was made in accordance with the provisions of the Texas Surveying Act.

- LEGEND:**
- 1. 100.00 AC. TRACT
 - 2. 100.00 AC. TRACT
 - 3. 100.00 AC. TRACT
 - 4. 100.00 AC. TRACT
 - 5. 100.00 AC. TRACT
 - 6. 100.00 AC. TRACT
 - 7. 100.00 AC. TRACT
 - 8. 100.00 AC. TRACT
 - 9. 100.00 AC. TRACT
 - 10. 100.00 AC. TRACT

THE SURVEY WAS MADE BY DAVID C. BLANKENSHIP, SYLVIA BLANKENSHIP, AND CAROL SWEIGER, ALL OF WHOM ARE LICENSED SURVEYORS IN THE STATE OF TEXAS. THE SURVEY WAS MADE FOR THE PURPOSE OF SUBDIVIDING THE LAND INTO 100.00 ACRE TRACTS. THE SURVEY WAS MADE IN ACCORDANCE WITH THE PROVISIONS OF THE TEXAS SURVEYING ACT.



David C. Blankenship
Sylvia Blankenship
Carol Sweiger
1001 Southwest Parkway
Building Two, Suite 100
Dallas, Texas 75215
Office: 512.447.0075
Fax: 512.326.3073
email: info@sam.biz



Texas Firm Registration No. 10064300

PROJECT: 100.00 AC. TRACT

DATE: 5/1/2000	BY: David C. Blankenship
DATE: 5/1/2000	BY: Sylvia Blankenship
DATE: 5/1/2000	BY: Carol Sweiger
DATE: 5/1/2000	BY: David C. Blankenship
DATE: 5/1/2000	BY: Sylvia Blankenship
DATE: 5/1/2000	BY: Carol Sweiger
DATE: 5/1/2000	BY: David C. Blankenship
DATE: 5/1/2000	BY: Sylvia Blankenship
DATE: 5/1/2000	BY: Carol Sweiger

LAND TITLE SURVEY
DAVID C. BLANKENSHIP, SYLVIA BLANKENSHIP AND
CAROL SWEIGER SURVEY PLAT OF A 104.559 ACRE TRACT
OUT OF THE WATKINS NOBLES SURVEY,
ABSTRACT NO. 404
WILLIAMSON COUNTY, TEXAS

SHEET 1
OF 1

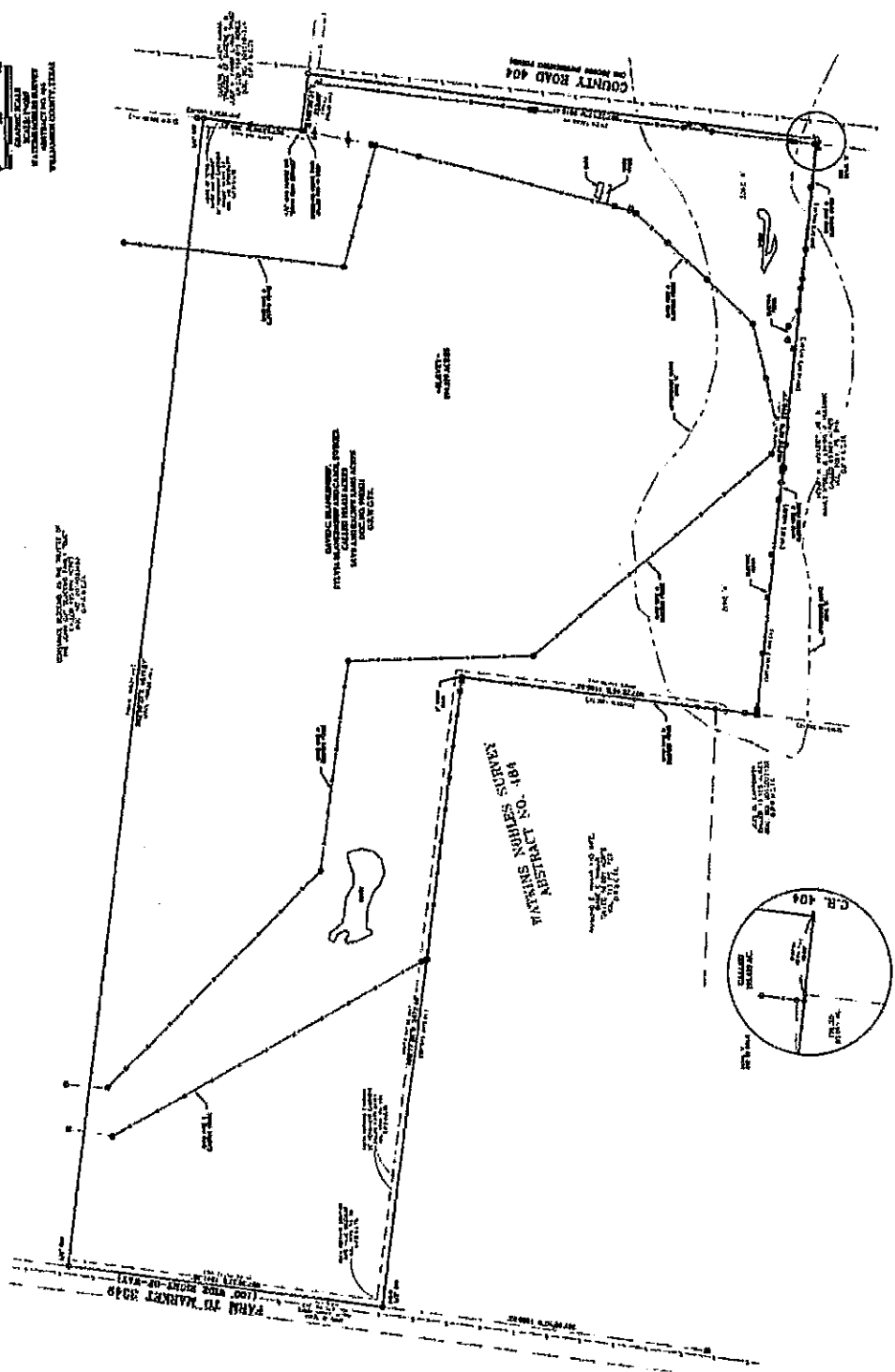


EXHIBIT "B"

TASK ORDER No. 5

This Task Order pertains to an Agreement by and between the City of Taylor, Texas, ("OWNER"), and HDR Engineering, Inc. ("ENGINEER"), dated April 17, 2018, ("the Agreement"). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: 5

PROJECT NAME: RCR Taylor Rail Project – Sewer Line Route Analysis

PART 1.0 PROJECT DESCRIPTION:

The project includes installing approximately 20,000 linear feet (LF) of new sewer line from a planned rail site and connect with the City's collection system to the east. A prior evaluation estimated an 18-inch diameter sewer line may be needed to support the rail yard and new development. The preceding sewer line length and diameter are based on a memorandum prepared by Halff and Associates dated July 16, 2018. The conceptual alignment generally starts at the new rail site located at the southeast corner of FM 3349 and HWY 79 and extends to the east following the Union Pacific Railroad right-of-way (ROW) and crosses HWY 79 near Mustang Creek to connect to an existing 36-inch sewer line. This alignment is conceptual and has not been evaluated for technical, constructability, environmental, right-of-way or utility conflict issues.

This engineering scope of services is for identifying the appropriate sewer line size and for evaluating up to three route alternatives that will consider technical, constructability, environmental, ROW and utility factors in order to identify a recommended alternative and for providing preliminary engineering report. HDR will notify the City of any changes to the scope of work and no additional services will be performed without written approval.

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:

Task 1 – Kickoff Meeting and Data Collection

HDR will attend a project kick-off meeting with City staff. HDR attendees will include the Project Manager, Pipeline Design Engineer, Hydraulic Modeler and the Right-of-Way Specialist. The meeting will define the City's requirements for the project, design objectives and constraints, schedule objectives, easement requirements, and identify available data and data needs. Potential alignments will also be reviewed for initial City input. Data collection will be coordinated with the Wastewater Master Plan and GIS projects being conducted under separate Task Orders. Anticipated data needs include, but are not limited to:

- 1) GIS data for wastewater infrastructure including contour elevations, existing sanitary sewer lines and force mains (invert elevation, diameter, length, material), and lift station information.
- 2) Record drawings of wastewater pipes or lift stations.
- 3) Relevant City planning and land use documents.
- 4) Information for the new rail site to include starting point of the sewer line at the property and rail site development plan.
- 5) Planned roadway improvements in the project area.
- 6) Available property information relevant to the potential alignments.

Assumptions:

- 1) The City will provide the following data/information:
 - a. GIS data for wastewater infrastructure within the potential pipeline route alternatives.
 - b. Rail site development information.
 - c. Property boundaries and information adjacent to the pipeline route alternatives, where available.
- 2) GIS data will be provided by the City and will be assembled and provided for use by HDR within 30 days from NTP

Deliverables:

- 1) Kickoff meeting notes, in PDF format.
- 2) List of data needs, in email format.

Task 2 – Pipeline Route Technical Evaluation

HDR will review up to three (3) potential sewer line routes with respect to the following:

- 1) Field observations of the routes, which will be recorded to the extent possible from available access points to document constructability issues and special features that could affect the sewer line route. Private properties will not be accessed since rights of entry for field investigation will not be provided in this evaluation.
- 2) Topography and potential impacts to hydraulics and construction.
- 3) Coordination with local, county, and state agencies to identify planned roadway or right-of-way changes in the vicinity of the alternative routes and requirements that impact installation a new sewer line across or in the right-of-way (ROW).
- 4) TxDOT and Williamson County Permitting requirements for installing the sewer line across or within agency ROW.
- 5) Review and adjust potential routes based on factors identified from the environmental screening; property, easement, and right-of-way assessment; and the utilities evaluations, as described in Tasks 3, 4 and 5, respectively.
- 6) Hydraulic conditions and constraints from flow modeling.
- 7) Meeting with the City to review preliminary findings on the alternative routes and the recommended route. This could result in adjusting the routes or possibly eliminating a route from further evaluation.
- 8) A preliminary design for the recommended route.
- 9) Construction timing and sequencing considerations.

- 10) Preliminary Opinions of Probable Construction Cost for the three alternative routes. Information gathered in the environmental, right-of-way, utility and technical evaluations may indicate a route alternative is not feasible. An OPCC will not be developed for an unfeasible alternative.

Assumptions

- 1) The City will provide anticipated flow data for the City and the RCR development.
- 2) The initial three alternative pipeline routes will be based on the alternatives defined in the kickoff meeting in Task 1.
- 3) GIS data will be provided by the City and will be assembled and provided for use by HDR within 30 days from NTP.

Deliverables

- 1) The documentation and findings of this task will be incorporated into the Preliminary Engineering Report (Task 6).

Task 3 – Environmental Screening Coordination

Environmental Screening Coordination: HDR will conduct a desktop analysis of the environmental constraints for three alternative routes using subject matter research, GIS analysis, and interactive internet mapping applications. Information from this task will be incorporated into the pipeline technical route analysis (Task 2). HDR will develop an Environmental Constraints report and exhibits describing and summarizing the following:

- 1) Sensitive species including listed Threatened and Endangered species potentially near the project (TPWD Natural Diversity Database).
- 2) Wetlands and surface waters based on remote sensing and existing GIS data (this does not constitute a wetlands delineation for permitting purposes).
- 3) Potential impacts to historic properties and locally significant resources.
- 4) Known cultural resources sites listed with the Texas Historical Commission (THC).
- 5) Location of parks and other public places / recreational property
- 6) Land use.
- 7) Permit evaluation of all potentially applicable federal, state, and local permits, including permitting thresholds, permitting conditions, and estimated processing timelines.

Assumptions:

- 1) Project area defined as three alternative alignments extending a distance of approximately 3.5 miles from the proposed rail yard to approximately 0.25 mile east of US 79.
- 2) Digital resource data for the Project area will be readily and publicly available.
- 3) No site visits will be conducted as a part of this preliminary task as rights of entry are not anticipated to be negotiated prior to completion.
- 4) No regulatory agency coordination will occur as a part of this task, apart from general phone calls, if necessary, requesting location of publicly available data, potential permits, etc.

- 5) Information on water resources will be based on aerial photography interpretation, National Wetland Inventory, and the National Hydrography Dataset. A delineation of potential waters of the U.S. is not included in this project phase.

Deliverables:

- 1) Draft and final environmental constraints analysis report of the three (3) alternative alignments, in PDF format.
- 2) GIS map and shape files of environmental resources (electronic files).

Task 4 – Preliminary Property, Easement, and Right-of-Way Services

HDR will provide preliminary easements and right-of-way services to support evaluating the sewer line route alternatives. Information gathered in this task will be incorporated into the pipeline route technical evaluation (Task 2). These services include:

- 1) Project Administration Services:
 - a. Attend up to three meetings with the City to discuss research.
 - b. Prepare an initial property owner list with property owner contact information.
- 2) Conduct Research:

HDR will research parcel ownership in the proposed three alternative locations. For estimating purposes approximately 17 landowners are assumed. The following research efforts will be completed:

 - a. Obtain copies of the current Assessor's Parcel Information and Maps at the alternative locations.
 - b. Acquire copies of all Maps from the County at the alternative locations.
 - c. Perform title research such as recorded deeds of the current owners.
 - d. Research additional information available from other sources. This may include Multiple Service Listing (MLS) and other records that may be used in assisting with right-of-way analysis. This information will be acquired on an as needed, as available basis.
 - e. Discuss with land owners the different alternatives to gather information about the properties.
- 3) Cost Estimating Services:
 - a. Provide a cost estimate for the acquisition of the easements for each of the three route alternatives.
- 4) Additional easements and right-of-way services, to be provided if needed and authorized by the City.
 - a. Title Services:
 - i. Secure preliminary title reports for each parcel from a City-approved title company and secure title report updates when requested by City. The charges from the title company for the preliminary title reports will be paid by HDR and HDR reimbursed by the City.

- ii. Analyze preliminary title reports to identify potential title problems. Propose and inform City staff of methods to address title deficiencies.
- b. Right-of-Entry Services
 - i. Prepare Rights of Entry
 - ii. Request Rights of Entry from property owners for property surveys, environmental surveys, Environmental Site Assessments (ESA), cultural resource surveys, and geotechnical investigations, as applicable.

Assumptions:

- 1) Approximately 17 property owners have parcels that may be impacted by the new sewer pipeline, however the number will vary for each alternative route.

Deliverables:

- 1) Initial list of property owner with owner contact information. (PDF or MS Excel)
- 2) Recommendations to the City for methods to address title deficiencies. (PDF)
- 3) Cost estimates for easement acquisitions up to three alternative pipeline routes. (PDF)
- 4) Additional services, if authorized:
 - a. Title reports for each parcel that will or may be affected by the new sewer pipeline. (PDF)
 - b. Right-of-Entries. (PDF)

Task 5 – Utilities Evaluation

HDR will perform an evaluation of the existing and planned utilities that may impact each of the three alternative sewer pipeline routes. The evaluation will consist of the following:

- 1) Identify and coordinate with utilities to include with all City, County, and private utilities within each alternative pipeline route. This includes:
 - a. Performing a “One Call”.
 - b. Identifying utility point of contact and collecting information on the type of utility and location, including available record documents/drawings.
 - c. Coordinating with utility and stakeholders.
 - d. Attending one utility coordination meeting to clarify utility information and potential relocation requirements.
 - e. Reviewing prior rights, existing easements, easement requirements and entry requirements.
 - f. Identifying potential subsurface utility engineering (SUE) needs and provide an opinion of probable cost for SUE services. Note: Actual SUE field services are not included in this scope and can be performed as additional work or included in the design phase.
- 2) Preparing a spreadsheet matrix and map exhibit of the identified utility conflicts / crossings for each alternative pipeline route.

- 3) Evaluate the three alternative routes in relation to utility constraints and crossings and provide recommendations for route adjustments or utility relocation, if needed, to mitigate potential utility conflicts. The results of the evaluations will be incorporated into the pipeline route technical evaluation (Task 2). Preliminary opinion of probable costs for potential utility conflicts or relocation will be estimated.

Assumptions

- a. Adequate information for all potentially affected utilities is obtained from the utility companies.
- b. Field SUE services are not included in the scope. SUE services can be provided as additional work if needed and authorized by the City. It is anticipated SUE services will be included in the design phase.

Deliverables

- 1) Utilities information documentation. (PDF)
- 2) Utility coordination meeting agendas and notes. (PDF)
- 3) Field visit reports. (PDF)
- 4) Utilities conflicts matrix and map. (PDF)
- 5) Recommendations for mitigating potential utility conflicts or relocations, if needed.

Task 6 – Preliminary Engineering Report

A Preliminary Engineering Report (PER) will be prepared that includes the following:

- 1) Proposed project description.
- 2) Summary of the alternative pipeline route evaluations, including the engineering, environmental, and property aspects.
- 3) Preliminary Opinions of Probable Construction Cost (OPCC) for each alternative pipeline route.
- 4) Recommendation for the preferred pipeline route.
- 5) Basis of design for the new sewer pipeline along the recommended route.
- 6) Appendices that documents the information obtained to support the PER, including:
 - a. Utilities information and findings.
 - b. Environmental information and findings.
 - c. Property information.
 - d. Route evaluations.

Assumptions:

- 1) Work elements from Tasks 2, 3, 4, and 5 will be incorporated into the PER.
- 2) The report will be finalized within 15 days after receipt of the City's review comments on the draft report.

Deliverables:

- 1) Draft and Final PER. (PDF)

PART 3.0 OWNER'S RESPONSIBILITIES:

OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by OWNER to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

PART 4.0 PERIODS OF SERVICE:

ENGINEER is authorized to begin rendering services as of the date of Notice to Proceed (NTP). ENGINEER shall complete its obligations within a reasonable time per the following target schedule:

Task	Target Completion Time (calendar days from NTP)
Task 1. Kick Off Meeting and Data Collection	30
Task 2. Pipeline Route Technical Evaluation	70
Task 3. Environmental Screening Coordination	45
Task 4. Preliminary Property, Easement, and Right-of-Way Services	60
Task 5. Utilities Evaluation	45
Task 6. Preliminary Engineering Report	15 days after receipt of City review comments (estimated total 105 days)

If, through no fault of ENGINEER, such periods of time or dates are changed, or the orderly and continuous progress of ENGINEER's services is impaired, or ENGINEER's services are delayed or suspended, then the time for completion of ENGINEER's services, and the amounts of ENGINEER's compensation, shall be adjusted equitably.

If OWNER authorizes changes in the scope, extent, or character of the Project, then the time for completion of ENGINEER's services, and the amounts of ENGINEER's compensation, shall be adjusted equitably.

PART 5.0 ENGINEER'S FEE:

OWNER shall pay ENGINEER for the services set forth in Part 2.0 on a lump sum basis in the amounts as shown as follows.

Base Scope of Work

Task 1. Kickoff Meeting and Data Collection	\$11,400
Task 2. Pipeline Route Technical Evaluation	\$36,200
Task 3. Environmental Screening Coordination	\$14,300
Task 4. Preliminary Property, Easement, and ROW Services	\$21,900
Task 5. Utilities Evaluation	\$25,200
Task 6. Preliminary Engineering Report	\$16,200
Total Professional Services	\$125,200

The Lump Sum includes compensation for ENGINEER's services and services of ENGINEER's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.

1. The portion of the Lump Sum amount billed for ENGINEER's services will be based upon ENGINEER's estimate of the percentage of the total services actually completed during the billing period.

Additional services for Title Research and Right-of-Entry, if needed and authorized by the City, will be provided on an hourly billing basis. For budgeting purposes, estimates for these services to support the alternative route analysis are in the amounts as follows:

Additional Tasks (if authorized)	
Task 4.a Title Services	\$8,600
Task 4.b Right-of-Entry Services	\$11,100
Total Estimated Additional Services	\$19,700

PART 6.0 OTHER: None.

This Task Order is executed this _____ day of _____, 2019.

CITY OF TAYLOR
"OWNER"

HDR ENGINEERING, INC.
"ENGINEER"

BY: _____

BY: Shay Ralls Roalson

NAME: Jeff Jenkins

NAME: Shay Ralls Roalson, P.E.

TITLE: Interim City Manager

TITLE: Vice President

ADDRESS: 400 Porter St.
Taylor, TX 76574

ADDRESS: 4401 West Gate Blvd
Suite 400
Austin, TX 78745



City Council Meeting March 28, 2019 Transmittal Letter

STRATEGIC PILLAR

- ☐ Streets/Infrastructure
- ☐ Quality of Life
- ☐ Economic Vitality

Agenda Item #: 9

Agenda Title: Conduct Public Hearing and consider introducing Ordinance 2019-11 to rezone approximately 0.0991 acres, addressed as 404 East 3rd Street, Taylor, Williamson County, Texas, from Light Industrial (M-1) to Mixed Use District – Downtown Neighborhood (DN).

Council Action to be taken: Hold public hearing and introduce Ordinance 2019-11

Department Submitted: Development Services

Staff Contact: Tom Yantis, Development Services Director

1. PURPOSE/DESCRIPTION

The proposal is to rezone approximately 0.0991 acres, more or less, more particularly described by Williamson Central Appraisal District Parcel R105207; legally described as approximately the east 40 feet of Lots 6 and 7, Block 47, City of Taylor, addressed as 404 East 3rd Street, Taylor, Williamson County, Texas, from Light Industrial (M-1) to Mixed Use District – Downtown Neighborhood (DN).

2. STAFF ANALYSIS (How and Why)

The applicant is proposing to rezone the subject property. The purpose of the rezoning is to become a conforming land use. The subject property is and has been a single-family residence. At this time, the residence is occupied. The subject property is zoned M-1, which does not permit residential land uses. To be compliant with the Zoning Ordinance rather than a non-conforming land use it would be necessary to rezone the subject property to a zoning district designation that permits residential land uses by right. The property owner is requesting a change to the DN Zoning District, which permits residential land uses. To consider the request it's necessary to refer to the Comprehensive Plan and Future Land Use Plan map (FLUP). As a component of the Comprehensive Plan, the FLUP provides the logic behind decisions about land use with regard to regulation i.e., zoning. This request to rezone the subject property to DN is consistent with the FLUP as the designation for the subject property is Downtown Neighborhood.

3. RECOMMENDATION

Hold Public Hearing and introduce Ordinance 2019-11.

The Planning and Zoning Commission held a public hearing and made a recommendation on this re-zoning at their March 12, 2019 meeting. Their recommendation will be available at the Council meeting.

4. FUNDING SOURCE

N/A

5. TIMELINE

Consider ordinance approval at March 28, 2019 meeting.

6. PRIOR COUNCIL ACTIONS TAKEN

N/A

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

Council could deny or table the request.

8. ATTACHMENTS

9a [Ordinance 2019-11](#)

9b [Deed](#)

9c [Staff Report](#)

9d [Zoning Map](#)

9e [Future Land Use Plan Map](#)

9f [Presentation](#)

ORDINANCE NO. 2019-11

AN ORDINANCE CHANGING THE ZONING OF PROPERTY DESCRIBED AS APPROXIMATELY 0.0991 ACRES, MORE OR LESS, MORE PARTICULARLY DESCRIBED BY WILLIAMSON CENTRAL APPRAISAL DISTRICT PARCEL R105207; LEGALLY DESCRIBED AS APPROXIMATELY THE EAST 40 FEET OF LOTS 6 AND 7, BLOCK 47, CITY OF TAYLOR, ADDRESSED AS 404 EAST 3RD STREET, TAYLOR, WILLIAMSON COUNTY, TEXAS, FROM LIGHT INDUSTRIAL (M-1) TO MIXED USE DISTRICT – DOWNTOWN NEIGHBORHOOD (DN)); AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF TAYLOR, TEXAS, TO SHOW THE ZONING CHANGE ADOPTED HEREIN; PROVIDING A SAVINGS CLAUSE.

WHEREAS, the Taylor City Council conducted a public hearing on March 28, 2019, to consider the request made by Johan Borge, which property is legally described in Exhibit “A” attached hereto and incorporated by reference herein for all purposes (“Property”), to change the zoning for the Property from Light Industrial Zoning District (M-1) to Downtown Neighborhood (DN); and

WHEREAS, the Planning and Zoning Commission, after proper notice, conducted a public hearing on March 12, 2019, to consider the zoning request, and recommended the zoning change to the City Council; and

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

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

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

SECTION 2. The Property is changed from Light Industrial Zoning District (M-1) to Downtown Neighborhood Zoning District (DN).

SECTION 3. The Official Zoning map of the City of Taylor, Texas, is changed to show the Property zoning district changed from to Downtown Neighborhood Zoning District (DN).

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

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

SECTION 6. In accordance with Article VIII of the City Charter, Ordinance 2019-11 was introduced before the Taylor City Council on the _____ day of March 28, 2019.

PASSED, APPROVED, and ADOPTED on the _____ day of _____, 2019.

Mayor

ATTEST:

Dianna Barker, City Clerk

APPROVED AS TO FORM:

Ted W. Hejl,
City Attorney

CERTIFICATE

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

I, Dianna Barker, being the current City Clerk of the City of Taylor, Texas, do hereby certify that the attached is a true and correct copy of Ordinance No. 2019-11, passed and approved by the City Council of the City of Taylor, Texas, on the _____ day of _____, 2019, and such Ordinance was duly introduced, passed, approved and adopted at meetings open to the public and notices of the meetings, giving the dates, places, and subject matter thereof, were posted as prescribed by Government Code Section 551.043.

Witness my hand and seal of office this _____ day of _____, 2019.

Dianna Barker
City Clerk

EXHIBIT A

DRAFT

Exhibit "A"

GF# 1010181-RRK

PID No. R015207

Notice of Confidentiality rights: if you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your social security number or your driver's license number.

GENERAL WARRANTY DEED

DATE: July 6, 2010

GRANTOR: David Jones and wife, Linda J. Jones

GRANTOR'S MAILING ADDRESS: 51 County Road 417, Taylor, Williamson County, Texas 76574

GRANTEE: Acquisition Properties Investment, LLC, a Texas limited liability company

GRANTEE'S MAILING ADDRESS: 5715 Lomita Verde Circle, Austin, Travis County, Texas 78749

CONSIDERATION:

\$10.00 and other valuable consideration, receipt of which is hereby acknowledged, and for the payment of which no lien, either express or implied, is herein retained.

PROPERTY (including improvements):

The Eastern forty feet (40') of Lots 6 and 7, Block 47, TOWN OF TAYLOR, according to the map or plat thereof, recorded in Cabinet A, Slide 186, Plat Records, Williamson County, Texas.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

This conveyance is made and accepted subject to all restrictions, covenants, conditions, rights-of-way, assessments and easements, if any, affecting the above-described property that are valid, existing and properly of record, and subject further to taxes for the year 2010 and subsequent years.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in anywise belonging, to have and to hold it to Grantee, Grantee's heirs, executors, administrators, successors and assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, successors and assigns to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations and exceptions to conveyance and warranty.

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

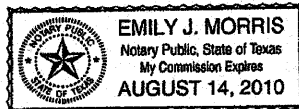
David L. Jones
David Jones

Linda J. Jones
Linda J. Jones

Acknowledgement

STATE OF Texas
COUNTY OF Williamson

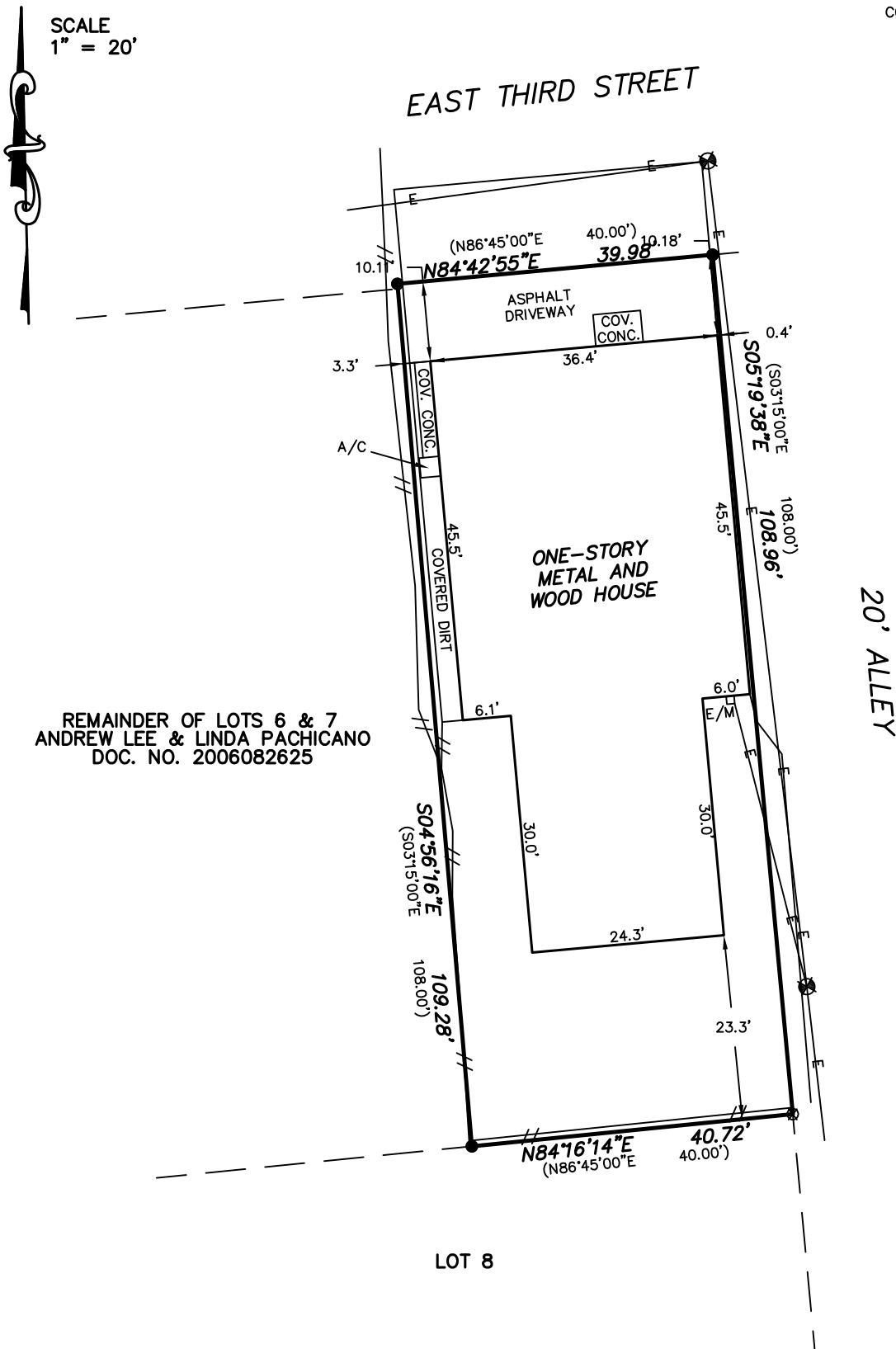
This instrument was acknowledged before me this 9 day of July, 2010, by David Jones and wife, Linda J. Jones.



Emily J. Morris
Notary Public, State of _____

After recording, return to:
Independence Title
101 E. Settlers Blvd., Ste. 110
Round Rock, TX 78664
GF# 1010181-RRK
Attention: Gina Whitsel

SCALE
1" = 20'



- LEGEND
- = IRON ROD FOUND
 - ⊗ = PK NAIL FOUND
 - () = RECORD PER PLAT
 - = WOOD FENCE
 - PUE = PUBLIC UTILITY EASEMENT
 - DE = DRAINAGE EASEMENT
 - BL = BUILDING LINE
 - W/M = WATER METER
 - A/C = AIR CONDITIONER
 - G/M = GAS METER
 - E/M = ELECTRIC METER
 - ⊗ = POWER POLE
 - = GUY WIRE ANCHOR

THIS SURVEY WAS PREPARED WITHOUT THE
BENEFIT OF A TITLE COMMITMENT AND A
TITLE EXAMINATION WAS NOT REQUESTED NOR
WAS ONE PERFORMED.

ADDRESS: 404 EAST THIRD STREET, TAYLOR, TEXAS

LEGAL DESCRIPTION: THE EASTERN FORTY (40') FEET OF LOTS 6 AND 7, BLOCK 47, TOWN OF TAYLOR, ACCORDING TO THE
MAP OR PLAT THEREOF, RECORDED IN CABINET A, SLIDE 186, PLAT RECORDS, WILLIAMSON COUNTY,
TEXAS.

CERTIFICATION

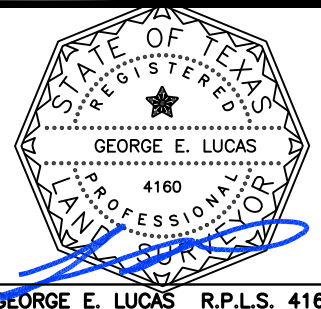
THE UNDERSIGNED DOES HEREBY CERTIFY TO THE PARTIES LISTED BELOW THAT THIS PLAT
CORRECTLY REPRESENTS A SURVEY MADE UPON THE GROUND OF THE PROPERTY SHOWN
HEREON, AND THAT THERE ARE NO ENCROACHMENTS OF VISIBLE IMPROVEMENTS, EXCEPT AS
SHOWN HEREON, AND THAT THIS PROPERTY HAS ACCESS TO A PUBLIC ROADWAY, EXCEPT AS
SHOWN HEREON.

BUYER: N/A
TITLE CO: N/A
G.F.#: N/A

LENDER: N/A

PLAN No.: 2018-2290

SURVEY DATE: DECEMBER 19, 2018



GEORGE E. LUCAS R.P.L.S. 4160

City of Taylor
Located at 404 East 3rd Street
Zoning Map Amendment
Staff Report

Requested Action: Zoning Map Amendment to the official zoning map to re-zone approximately 0.0991 acres from Light Industrial (M-1) to Mixed Use District – Downtown Neighborhood (DN).

Applicant: Johan Borge

Subject Property: Is approximately 0.0991 acres, more or less, more particularly described by Williamson Central Appraisal District Parcel R105207; approximately the east 40 feet of Lots 6 and 7, Block 47, City of Taylor Subdivision, addressed as 404 East 3rd Street, Taylor, Williamson County, Texas.

Parcel Information

Current Zoning: Light Industrial (M-1)

Current Use: Single-Family Residential

Proposed Zoning: Downtown Neighborhood (DN)

Future Land Use Plan: Downtown Neighborhood

Adjacent Parcel Information

Direction	Land Use	Zoning
North	Single-Family	B-1
South	Vacant	M-1
East	Single-Family	M-1
	Automotive	
West	Repair	M-1

Purpose:

The applicant is proposing to rezone the subject property. The purpose of the rezoning is to become a conforming land use. The subject property is and has been a single-family residence. At this time, the residence is occupied. The subject property is zoned M-1, which does not permit residential land uses. To be compliant with the Zoning Ordinance rather than a non-conforming land use it would be necessary to rezone the subject property to a zoning district designation that permits residential land uses by right. The property owner is requesting a change to the DN Zoning District, which permits residential land uses. To consider the request it's necessary to refer to our guiding documents e.g., Future Land Use Plan map (FLUP). This request to rezone the subject property to DN is consistent with the FLUP as the designation for the subject property is Downtown Neighborhood.

Staff Analysis:

As City Staff we are charged with using the Comprehensive Plan as a guide to make recommendations to the Planning and Zoning Commission on proposed re-zoning requests.

As City Staff we are charged with using the Comprehensive Plan as a guide to make recommendations to the Planning and Zoning Commission on proposed re-zoning requests.

The Comprehensive Plan includes a Future Land Use Plan map. The map is a graphic representation of the vision of the City of Taylor. As a guiding document the FLUP provides the logic behind decisions about land use with regard to regulation i.e., zoning. Additionally, it helps everyone visualize the desired future land development pattern in the community. The Future Land Use Plan map identifies the subject property as an area designated as Downtown Neighborhood. The request to rezone the subject property is consistent the Future Land Use Plan map. Also, the Comprehensive Plan, includes land use narratives for the different designations on the map. The Downtown Neighborhood land use narrative is as follows:

Downtown Neighborhood encompasses the areas in the central part of the City. These areas have a variety of housing styles and conditions that need to be retained, preserved and rehabilitated. Small neighborhood businesses should be encouraged. Both single and multi-family uses should be permitted, but one should not have a negative impact on the other. New infill housing should be encouraged and the City should continue to support the expanded areas with reduced permit fees and code considerations.

The narrative is consistent with the following excerpt from the Comprehensive Plan:

Objective L4: *Preserve and enhance Downtown and Downtown Neighborhoods character and economic investment.*

In addition to the Land Use Objectives, the Comprehensive Plan includes general Planning Principles and Policy Guides. See below:

- *Neighboring land uses should not detract from the enjoyment or value of properties.*
- *Potential negative land use impacts (noise, odor, pollution, excessive light, traffic, etc.) should be considered and minimized.*
- *Transportation access and circulation should be provided for uses that generate large numbers of trips. Pedestrian and bicycle access should be addressed where appropriate.*
- *Compatibility with existing uses should be maintained. Well-planned, mixed uses that are compatible are to be encouraged.*
- *Adequate public infrastructure and facilities should be provided to support development, thereby encouraging prudent growth management.*

- *Industrial development should have direct access to truck routes, hazardous material routes and railroads.*
- *Industrial uses should be targeted in selected industrial development areas.*
- *Industrial development should have good access to primary streets and major highways.*
- *Industrial development should be separated from other uses by buffers.*
- *Industrial development should not be directly adjacent to residential areas.*
- *Landscaping should be included in all industrial development for screening as well as to provide visual continuity and compatibility with adjacent uses.*

In addition to the creation of the Downtown Neighborhood designation on the FLUP map, the Land Use Objective and the narrative above, the Comprehensive Plan incorporated **Action L4.1: Amend appropriate codes to allow more mixed-use, live/work development opportunities in Downtown and Downtown Neighborhoods.** This action was taken by adding Downtown Neighborhood Zoning District to our current Zoning Ordinance. The purpose of the DN zoning District is as follows:

2.11[.4] Mixed Use District—Downtown Neighborhood

2.11[.4].1 Purpose

The Downtown Neighborhood District (DN) provides mixed-use areas near the downtown to allow for both residential and commercial uses, while maintaining the historic and neighborhood character, encouraging infill and development flexibility and discouraging incompatible uses. The DN District is a District within those areas designated as Downtown Neighborhood on the Future Land Use Map. A request for rezoning to DN must occur from the property owner within the DN area for any DN uses.

The overarching principle for this Section shall be the preservation of the ability of single-family residences to continue to exist and flourish in the District, the limitation of automobile traffic and encouragement of pedestrian activity, and the preservation and strengthening of Taylor's traditional family-oriented neighborhood structure.

The DN Zoning District is the codification of the land use narrative above. With the code it's possible to further and promote the City's objectives and goals. To further encourage development in the Downtown area the Neighborhood Empowerment Zone (NEZ) was created. It provides fiscal incentives to property owners who are developing and redeveloping in the established area.

The subject property is one of several single-family residences that are adjacent to or within close proximity to other land uses. The area has a mix of land uses that the Comprehensive Plan and the DN Zoning District encourage and permit. At this time, the land use is nonconforming with the existing zoning district designation; however, if the zoning change to DN were approved the existing land use of single-family residential would be conforming.

Staff Recommendation

Staff recommends approval of the request to re-zone the subject Property to the DN Zoning District. The request is consistent with the Comprehensive Plan. Further, this redevelopment is consistent with the desire to support and manage growth, whether it's new development, redevelopment or the continued use of existing facilities, especially where there are adequate public facilities in order to capitalize upon existing resources. As noted above one of the ways the City encourages infill development is with the NEZ which gives significant discounts on building permit applications, for property owners.

Planning and Zoning Commission Recommendation

The Planning and Zoning Commission is charged with reviewing all requests for re-zoning and making a recommendation to City Council either in favor of or in opposition to each request.

In determining a recommendation on a re-zoning request, the Planning and Zoning Commission should consider the following factors:

- **Is the re-zoning consistent with the Comprehensive Plan?**

The staff analysis indicates that this request for re-zoning is consistent with the Comprehensive Plan. As noted in the analysis, the request is consistent with the FLUP; the Downtown Neighborhood land use narrative and the ***Objective L4: Preserve and enhance Downtown and Downtown Neighborhoods character and economic investment.*** In addition, the desire to support infill development was codified in the Zoning Ordinance as mentioned previously. Creating the DN Zoning District completes ***Action L4.1: Amend appropriate codes to allow more mixed-use, live/work development opportunities Downtown and Downtown Neighborhoods.***

- **Is the re-zoning compatible with the surrounding area?**

The staff analysis indicates the proposed re-zoning is compatible with surrounding land uses. The subject property is a single-family residential land use as are the existing land uses to the north and east. To the south, the land is vacant at this time. To the west, the property is being used for automotive repair. The properties in the area are mixed as is consistent with the requested zoning of DN.

- **Does the re-zoning promote the public health, safety, or general welfare?**

The purpose of the Comprehensive Plan and the City's development ordinances is to promote the health, safety and general welfare by promoting safe, orderly and economically sustainable development. According to the staff analysis, the purposes of the Planning Principles and Policy Guide of the Comprehensive Plan will be met as the

proposed development will comply with all ordinances ensuring that concerns with regard to public health, safety and general welfare are addressed.

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

The staff analysis indicates that the single-family home is in use and has utilities. There is adequate infrastructure for the continued use of the single-family residence.

- **Do current conditions indicate that a re-zoning is necessary?**

At this time, the subject property is zoned M-1. Residential land uses are not permitted in the industrial districts. As the current land use is residential, the subject property is nonconforming. As a nonconforming land use the continuation of the land use is permitted; however, the land use cannot be expanded. Further, if the residence were destroyed, as a nonconforming use the residence could not be rebuilt. To protect his investment the owner would like to re-zone to the DN Zoning District which permits residential land uses by-right. If the subject property is re-zoned then his land use would be conforming. With the conforming status the land use could be expanded. Also, if the residence were damaged, the residence could be rebuilt with the appropriate permits.

Attachments:

1. Proposed Ordinance 2019-11
2. Zoning Map
3. Future Land Use Plan Map

Rezoning from M-1 to DN
404 East 3rd Street
Approximately 0.0991

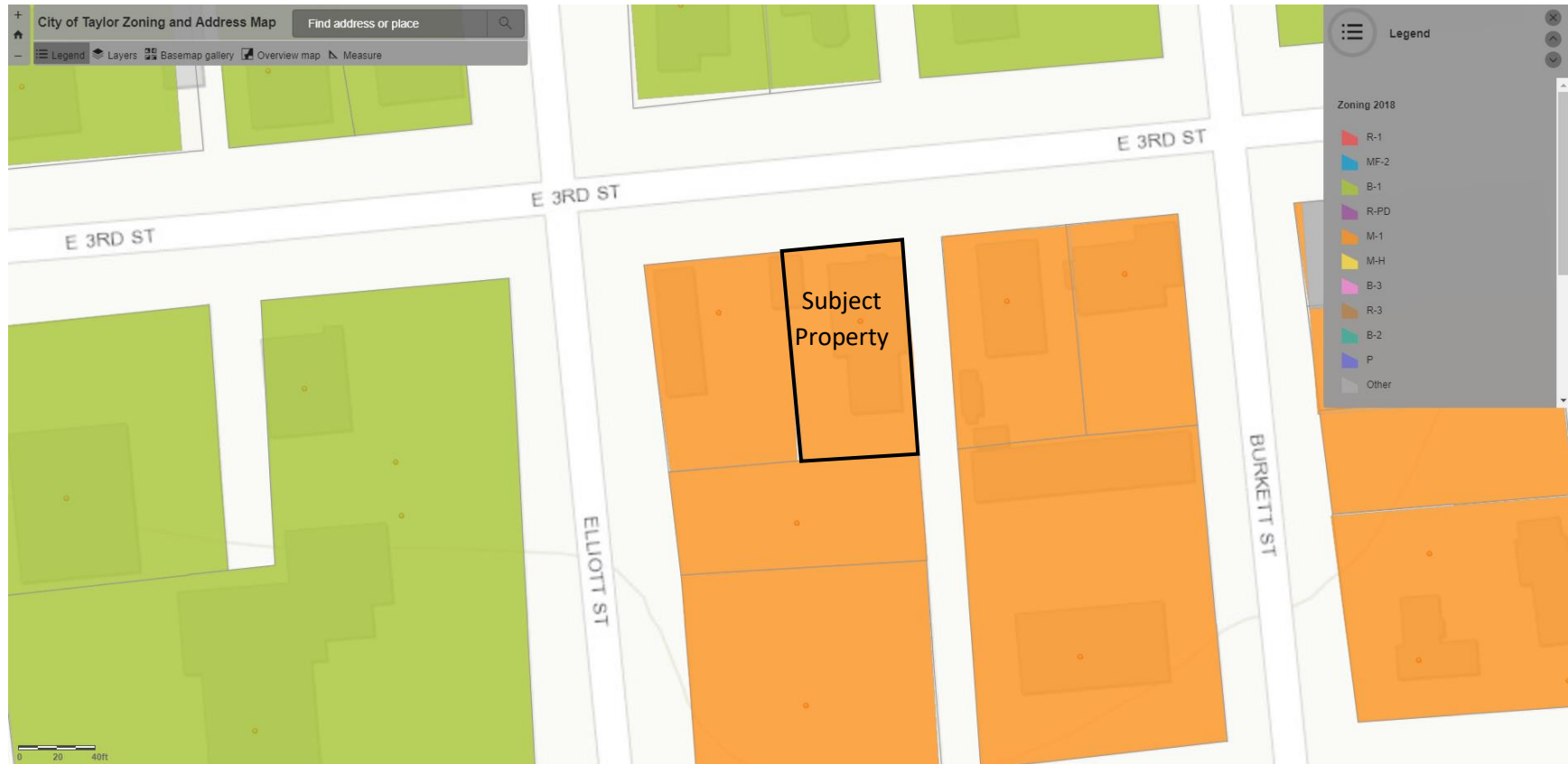


Exhibit "C"

Future Land Use Plan Map
Downtown Neighborhood Land Uses





City of Taylor City Council March 28, 2019

PZ-2019-1125

Ordinance 2019-11

0.0991 acres, more or less, more particularly described by Williamson Central Appraisal District Parcel R105207; legally described as approximately the east 40 feet of Lots 6 and 7, Block 47, City of Taylor, addressed as 404 East 3rd Street, Taylor, Williamson County, Texas.

A decorative horizontal bar at the bottom of the slide, featuring a green-to-dark-green gradient.

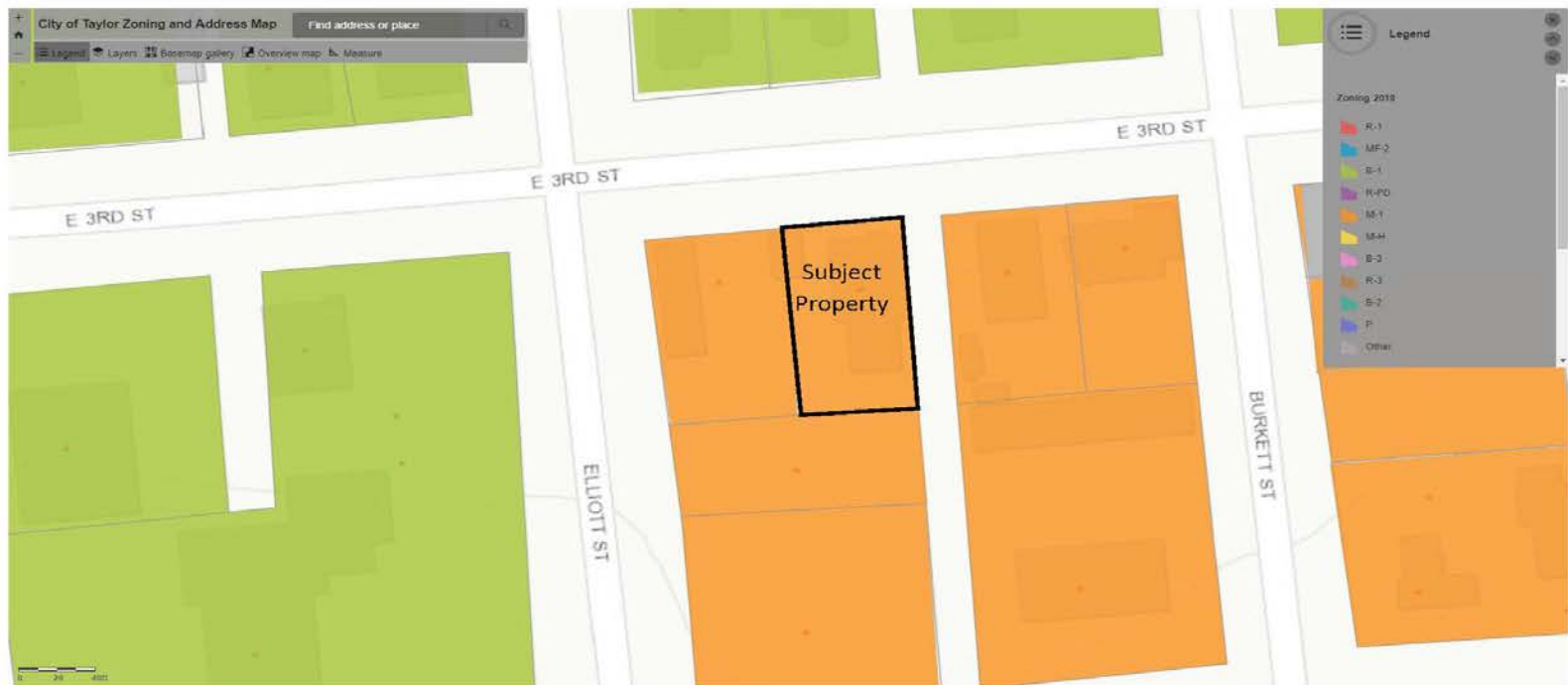
Rezoning

FROM: Light Industrial Zoning District (M-1)
TO: Downtown Neighborhood (DN)

A decorative horizontal bar at the bottom of the slide, consisting of a light green gradient bar on top and a darker green gradient bar below it, separated by a thin black line.

Subject Property

Rezoning from M-1 to DN
404 East 3rd Street
Approximately 0.0991



Future Land Use Map

Future Land Use Plan Map
Downtown Neighborhood Land Uses



Analysis

- **The re-zoning is consistent with Future land Use map**
 - **DN zoning is compatible with the surrounding land uses**
 - **NEZ Development = Infill development**
- 
- A decorative horizontal bar at the bottom of the slide, consisting of a light green gradient bar on top and a darker green gradient bar on the bottom, separated by a thin black line.

Recommendation

Planning and Zoning Commission recommends approval of the re-zoning.

A decorative horizontal bar at the bottom of the slide, consisting of a light green gradient bar on top and a darker green gradient bar on the bottom, separated by a thin black line.



***City Council Meeting
March 28, 2019
Transmittal Letter***

STRATEGIC PILLAR

- ☒ Streets/Infrastructure
- ☒ Quality of Life
- ☒ Economic Vitality

Agenda Item #: 10

Agenda Title: Consideration and action with respect to an Ordinance Authorizing the Issuance of the City of Taylor, Texas Combination Tax and Revenue Certificates of Obligation, Series 2019; Levying an Ad Valorem Tax and Pledging Certain Surplus Revenues in Support of the Certificates; Approving an Official Statement, a Paying Agent/Registrar Agreement and Other Agreements Relating to the Sale and Issuance of the Certificates; and Ordaining Other Matters Relating to the Issuance of the Certificates."

Council Action to be taken: Approve Ordinance 2019-16

Department Submitted: Finance Department

Staff Contact: Rosemarie Dennis, Finance Director

1. PURPOSE/DESCRIPTION

Approve Ordinance 2019-16 authorizing the issuance of the City of Taylor in Combination Tax and Revenue Certificates of Obligation.

2. STAFF ANALYSIS (How and Why)

This is the first reading of Ordinance 2019-16 and under the Texas Government Code 1201.028 a single meeting of governing body is sufficient. Approval of this Ordinance will not only allow the City to proceed with the process of the issuance, but also be the same as awarding the Combination Tax and Revenue Certificates of Obligation.

The City had its bond rating call on March 7th with Standard & Poor's and the City received and maintained its rating of AA- on March 19th.

The CO's will be priced by our financial advisor through a competitive sale on the morning of March 28th. The bid summary and final numbers from the sale will be announced at this City Council meeting.

Bart Fowler from McCall, Parkhurst & Horton (City's Bond Attorney) and Jennifer Douglas (City's Financial Advisor) with Specialized Public Finance Inc. will be present to answer any questions that council may have.

3. RECOMMENDATION

Staff recommends approving Ordinance 2019-16 authorizing the issuance in Combination Tax and Revenue Certificates of Obligation.

4. FUNDING SOURCE

The debt payment for this issuance will not impact the budget until 2019-20 fiscal year.

5. TIMELINE

Immediate consideration and the subsequent actions relative to the approval should cause delivery of the funds on April 24th.

6. PRIOR COUNCIL ACTIONS TAKEN

City Council approved on January 10th a resolution with the intent to issuance debt.

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

N/A

8. ATTACHMENTS

10a. [Ordinance 2019-16](#)

ORDINANCE NO. 2019-16

ORDINANCE AUTHORIZING THE ISSUANCE OF THE CITY OF TAYLOR, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2019; LEVYING AN AD VALOREM TAX AND PLEDGING CERTAIN SURPLUS REVENUES IN SUPPORT OF THE CERTIFICATES; APPROVING AN OFFICIAL STATEMENT, A PAYING AGENT/REGISTRAR AGREEMENT AND OTHER AGREEMENTS RELATING TO THE SALE AND ISSUANCE OF THE CERTIFICATES; AND ORDAINING OTHER MATTERS RELATING TO THE ISSUANCE OF THE CERTIFICATES

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §
CITY OF TAYLOR §

WHEREAS, the City Council of the City of Taylor, Texas (the "City") deems it advisable to issue certificates of obligation in the amount of \$_____,000 (the "Certificates") for the purpose of paying contractual obligations incurred or to be incurred (i) constructing, improving and extending the City's water and waste water system including acquiring equipment; (ii) constructing and improving the City's drainage and flood control facilities; (iii) constructing, improving and upgrading the City's streets including drainage, sidewalks, right-of-way and related traffic improvements; (iv) constructing, designing, improving and equipping the Justice Center including land acquisition; (v) constructing, improving, upgrading and equipping the City's animal shelter; and, (vi) payment of professional services in connection therewith including legal, engineering, architectural and fiscal fees and the costs of issuing the Certificates; and

WHEREAS, the Certificates hereinafter authorized and designated are to be issued and delivered for cash pursuant to Subchapter C of Chapter 271, Local Government Code and Chapter 1502, Texas Government Code, as amended; and

WHEREAS, on January 24, 2019 the City Council passed a resolution authorizing and directing the City Clerk to give notice of intention to issue the Certificates; and

WHEREAS, the notice was published on February 13, 2019 and February 20, 2019 in the *Taylor Press*, a newspaper of general circulation in the City and a "newspaper" as defined in Section 2051.044, Government Code; and

WHEREAS, the City has not received a valid petition from the qualified voters of the City protesting the issuance of the Certificates; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and public notice of the time, place and purpose of the meeting was given, all as required by Chapter 551, Texas Government Code; and

WHEREAS, it is considered to be in the best interest of the City that the interest bearing Certificates be issued; therefor,

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

Section 1. RECITALS, AMOUNT AND PURPOSE OF THE CERTIFICATES. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section. The Certificates of the City of Taylor, Texas (the "City") are hereby authorized to be issued and delivered in the aggregate principal amount of \$5,440,000 for the purpose of paying contractual obligations incurred or to be incurred for (i) constructing, improving and extending the City's water and waste water system including acquiring equipment; (ii) constructing and improving the City's drainage and flood control facilities; (iii) constructing, improving and upgrading the City's streets including drainage, sidewalks, right-of-way and related traffic improvements; (iv) constructing, designing, improving and equipping the Justice Center including land acquisition; (v) constructing, improving, upgrading and equipping the City's animal shelter; and, (vi) payment of professional services in connection therewith including legal, engineering, architectural and fiscal fees and the costs of issuing the Certificates.

Section 2. DESIGNATION, DATE, DENOMINATIONS, NUMBERS, AND MATURITIES OF CERTIFICATES. Each certificate issued pursuant to this Ordinance shall be designated: "CITY OF TAYLOR, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2019", and initially there shall be issued, sold, and delivered hereunder fully registered certificates, without interest coupons, dated April 24, 2019, in the denomination and principal amount hereinafter stated, numbered consecutively from R-1 upward (except the initial Certificate delivered to the Attorney General of the State of Texas which shall be numbered T-1), payable to the respective initial registered owners thereof (as designated in Section 12 hereof), or to the registered assignee or assignees of said Certificates or any portion or portions thereof (in each case, the "Registered Owner"), and the outstanding principal amount of the Certificates shall mature and be payable on August 15 in each of the years and in the principal amount, respectively, as set forth in the following schedule:

<u>YEAR</u>	<u>PRINCIPAL AMOUNT</u>	<u>YEAR</u>	<u>PRINCIPAL AMOUNT</u>
2020		2033	
2021		2034	
2022		2035	
2023		2036	
2024		2037	
2025		2038	
2026		2039	
2027		2040	
2028		2041	
2029		2042	
2030		2043	
2031		2044	
2032			

The term "Certificate" as used in this Ordinance shall mean and include collectively the Certificates initially issued and delivered pursuant to this Ordinance and all substitute Certificates exchanged therefor, as well as all other substitute Certificates and replacement Certificates issued pursuant hereto.

SECTION 3. INTEREST. The Certificates scheduled to mature during the years, respectively, set forth below shall bear interest from the dates specified in the FORM OF CERTIFICATE set forth in this Ordinance to their respective dates of maturity at the following rates per annum:

<u>YEAR</u>	<u>RATE</u>	<u>YEAR</u>	<u>RATE</u>
2020		2033	
2021		2034	
2022		2035	
2023		2036	
2024		2037	
2025		2038	
2026		2039	
2027		2040	
2028		2041	
2029		2042	
2030		2043	
2031		2044	
2032			

Interest shall be payable in the manner provided and on the dates stated in the FORM OF CERTIFICATE set forth in this Ordinance.

Section 4. CHARACTERISTICS OF THE CERTIFICATES. (a) Registration, Transfer, Conversion and Exchange; Authentication. The City shall keep or cause to be kept at The Bank of New York Mellon Trust Company, National Association, Dallas, Texas (the "Paying Agent/Registrar") books or records for the registration of the transfer, conversion and exchange of the Certificates (the "Registration Books"), and the City hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the City and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the Registered Owner of each Certificate to which payments with respect to the Certificates shall be mailed, as herein provided; but it shall be the duty of each Registered Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The City shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Paying Agent/Registrar shall make the Registration Books available within the State of Texas. The City shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Certificate or Certificates. Registration of assignments, transfers, conversions and

exchanges of Certificates shall be made in the manner provided and with the effect stated in the FORM OF CERTIFICATE set forth in this Ordinance. Each substitute Certificate shall bear a letter and/or number to distinguish it from each other Certificate.

Except as provided in Section 4(c) of this Ordinance, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Certificate, date and manually sign said Certificate, and no such Certificate shall be deemed to be issued or outstanding unless such Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all paid Certificates and Certificates surrendered for conversion and exchange. No additional ordinances, orders, or resolutions need be passed or adopted by the governing body of the City or any other body or person so as to accomplish the foregoing conversion and exchange of any Certificate or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Certificates in the manner prescribed herein, and said Certificates shall be printed or typed on paper of customary weight and strength. Pursuant to Chapter 1201, Texas Government Code, as amended, and particularly Subchapter D thereof, the duty of conversion and exchange of Certificates as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Certificate, the converted and exchanged Certificate shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Certificate which initially was issued and delivered pursuant to this Ordinance, approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

(b) Payment of Certificates and Interest. The City hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Certificates, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect to the Certificates, and of all conversions and exchanges of Certificates, and all replacements of Certificates, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the past due interest shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Registered Owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(c) In General. The Certificate (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Certificate to be payable only to the Registered Owners thereof, (ii) may be redeemed prior to their scheduled maturities (notice of which shall be given to the Paying Agent/Registrar by the City at least 45 days prior to any such redemption date which shall indicate to which principal installments the redemption shall be applied), (iii) may be converted and exchanged for other Certificates, (iv) may be transferred and assigned in whole, but not in part, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) the principal of and interest on the Certificates shall be payable, and (viii) shall be administered and the Paying Agent/Registrar and the City shall have certain duties and responsibilities with respect to the Certificates, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF CERTIFICATE set forth in this Ordinance. The Certificate initially issued and delivered pursuant to this Ordinance is not required to be, and shall not be, authenticated by the

Paying Agent/Registrar, but on each substitute Certificate issued in conversion of and exchange or substitute for any Certificate or Certificates issued under this Ordinance the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF CERTIFICATE.

(d) Substitute Paying Agent/Registrar. The City covenants with the Registered Owners of the Certificates that at all times while the Certificates are outstanding the City will provide a competent and legally qualified bank, trust company, financial institution, or other agency to act as and perform the services of Paying Agent/Registrar for the Certificates under this Ordinance, and that the Paying Agent/Registrar will be one entity. The City reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 30 days written notice to the Paying Agent/Registrar, to be effective at such time which will not disrupt or delay payment on the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the City covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Certificates, to the new Paying Agent/Registrar designated and appointed by the City. Upon any change in the Paying Agent/Registrar, the City promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each Registered Owner of the Certificates, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(e) Book-Entry-Only System. The Certificates issued in exchange for the Certificates initially issued as provided in Section 4(i) shall be issued in the form of a separate single fully registered Certificate for each of the maturities thereof registered in the name of Cede & Co., as nominee of The Depository Trust Company of New York ("DTC") and except as provided in subsection (f) hereof, all of the outstanding Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC participants (the "DTC Participant") or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than a Registered Owner, as shown on the Registration Books, of any notice with respect to the Certificates, or (iii) the payment to any DTC Participant or any person, other than a Registered Owner, as shown on the Registration Books of any amount with

respect to principal of or interest on the Certificates. Notwithstanding any other provision of this Ordinance to the contrary, but to the extent permitted by law, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Registration Books as the absolute owner of such Certificate for the purpose of payment of principal of and interest, with respect to such Certificate, for the purposes of registering transfers with respect to such Certificate, and for all other purposes of registering transfers with respect to such Certificates, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Certificates only to or upon the order of the respective Registered Owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of and interest on the Certificates to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Registration Books, shall receive a Certificate evidencing the obligation of the City to make payments of principal, and interest pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the registered owner at the close of business on the Record Date the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(f) Successor Securities Depository; Transfer Outside Book-Entry-Only System. In the event that the City determines to discontinue the book-entry system through DTC or a successor or DTC determines to discontinue providing its services with respect to the Certificate, the City shall either (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Certificates and transfer one or more separate Certificates to DTC Participants having Certificates credited to their DTC accounts. In such event, the Certificates shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names the Registered Owner transferring or exchanging Certificate shall designate, in accordance with the provisions of this Ordinance.

(g) Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Certificate is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, and interest on such Certificate and all notices with respect to such Certificate shall be made and given, respectively, in the manner provided in the Letter of Representations of the City to DTC.

(h) DTC Blanket Letter of Representations. The City confirms execution of a Blanket Issuer Letter of Representations with DTC establishing the Book-Entry-Only System which will be utilized with respect to the Certificates.

(i) Cancellation of Initial Certificate. On the closing date, one Initial Certificate representing the entire principal amount of the Certificates, payable in stated installments to the order

Section 5. FORM OF CERTIFICATE. The form of the Certificate, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Certificate initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance.

NO. R-	UNITED STATES OF AMERICA	PRINCIPAL
	STATE OF TEXAS	
AMOUNT	COUNTY OF WILLIAMSON	\$_____
	CITY OF TAYLOR, TEXAS	
COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION		
SERIES 2019		

REGISTERED OWNER:

ON THE MATURITY DATE specified above, the CITY OF TAYLOR, in the County of Williamson, State of Texas (the "City"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "Registered Owner") the principal amount set forth above, and to pay interest thereon from the Date of Certificate, on February 15, 2020 and semiannually on each February 15 and August 15 thereafter to the maturity date specified above, or the date of redemption prior to maturity, at the interest rate per annum specified above; except that if this Certificate is required to be authenticated and the date

of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged or converted from is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full.

THE PRINCIPAL OF AND INTEREST ON this Certificate are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Certificate shall be paid to the Registered Owner hereof upon presentation and surrender of this Certificate at maturity, or upon the date fixed for its redemption prior to maturity, at The Bank of New York Mellon Trust Company, National Association, which is the "Paying Agent/Registrar" for this Certificate at its designated office for payment currently, Dallas, Texas (the "Designated Payment/Transfer Office"). The payment of interest on this Certificate shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the City required by the ordinance authorizing the issuance of this Certificate (the "Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the Registered Owner hereof, at its address as it appeared at the close of business on the last business day of the preceding month each such date (the "Record Date") on the registration books kept by the Paying Agent/Registrar (the "Registration Books"). In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Certificate appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice. Notwithstanding the foregoing, during any period in which ownership of the Certificate is determined only by a book entry at a securities depository for the Certificate, any payment to the securities depository, or its nominee or registered assigns, shall be made in accordance with existing arrangements between the City and the securities depository.

ANY ACCRUED INTEREST due at maturity or upon the redemption of this Certificate prior to maturity as provided herein shall be paid to the Registered Owner upon presentation and surrender of this Certificate for redemption and payment at the Designated Payment/Transfer Office of the Paying Agent/Registrar. The City covenants with the Registered Owner of this Certificate that on or before each principal payment date, interest payment date, and accrued interest payment date for this Certificate it will make available to the Paying Agent/Registrar, from the "Interest and

Sinking Fund" created by the Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Certificates, when due.

IF THE DATE for the payment of the principal of or interest on this Certificate shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS CERTIFICATE is dated April 24, 2019, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$_____,000, for the purpose of paying contractual obligations incurred or to be incurred by the City for: (i) constructing, improving and extending the City's water and waste water system including acquiring equipment; (ii) constructing and improving the City's drainage and flood control facilities; (iii) constructing, improving and upgrading the City's streets including drainage, sidewalks, right-of-way and related traffic improvements; (iv) constructing, designing, improving and equipping the Justice Center including land acquisition; (v) constructing, improving, upgrading and equipping the City's animal shelter; and, (vi) payment of professional services in connection therewith including legal, engineering, architectural and fiscal fees and the costs of issuing the Certificates.

ON AUGUST 15, 2028, or on any date thereafter, the Certificates of this Series maturing on and after August 15, 2029 may be redeemed prior to their scheduled maturities, at the option of the City, with funds derived from any available and lawful source, at par plus accrued interest to the date fixed for redemption as a whole, or in part, and, if in part, the particular maturities to be redeemed shall be selected and designated by the City and if less than all of a maturity is to be redeemed, the Paying Agent/Registrar shall determine by lot the Certificates, or a portion thereof, within such maturity to be redeemed (provided that a portion of a Certificate may be redeemed only in an integral multiple of \$5,000).

WITH RESPECT TO any optional redemption of the Certificates, unless certain prerequisites to such redemption required by the Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the City, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.

NO LESS THAN 30 days prior to the date fixed for any such redemption, unless the Purchaser (as defined in the Ordinance) is the sole Registered Owner of all of the outstanding principal amount of the Certificates, the City shall cause the Paying Agent/Registrar to send notice

by United States mail, first-class postage prepaid to the Registered Owner of each Certificate to be redeemed at its address as it appeared on the Registration Books of the Paying Agent/Registrar at the close of business on the business day next preceding the date of mailing such notice and to major securities depositories, national bond rating agencies and bond information services; provided, however, that the failure to send, mail or receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of the Certificates. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Certificates. If due provision for such payment is made, all as provided above, the Certificates thereby automatically shall be treated as redeemed prior to its scheduled maturity, and it shall not bear interest after the date fixed for redemption, and it shall not be regarded as being outstanding except for the right of the Registered Owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment.

ALL CERTIFICATES OF THIS SERIES are issuable solely as fully registered certificates, without interest coupons, in the denomination of \$5,000 and any integral multiple of \$5,000 in excess thereof. As provided in the Ordinance, this Certificate may, at the request of the Registered Owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of fully registered certificate, without interest coupons, payable to the appropriate Registered Owner, assignee or assignees, as the case may be, having the same denomination or denominations of \$5,000 and in any integral multiple of \$5,000 in excess thereof as requested in writing by the appropriate Registered Owner, assignee or assignees, as the case may be, upon surrender of this Certificate to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Ordinance. Among other requirements for such assignment and transfer, this Certificate must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Certificate or any portion or portions hereof in any denomination of \$5,000 and any integral multiple of \$5,000 in excess thereof to the assignee or assignees in whose name or names this Certificate or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Certificate may be executed by the Registered Owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Certificate or any portion or portions hereof from time to time by the Registered Owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Certificate or portion thereof will be paid by the City. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or (ii) with respect to any Certificate or any portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date; provided, however, such limitation of transfer shall not be applicable to an exchange by the Registered Owner of the unredeemed balance of the Certificates.

WHENEVER the beneficial ownership of this Certificate is determined by a book entry at a securities depository for the Certificate, the foregoing requirements of holding, delivering or transferring this Certificate shall be modified to require the appropriate person or entity to meet the requirements of the securities depository as to registering or transferring the book entry to produce the same effect.

IN THE EVENT any Paying Agent/Registrar for the Certificates is changed by the City, resigns, or otherwise ceases to act as such, the City has covenanted in the Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Registered Owner of the Certificates.

IT IS FURTHER CERTIFIED that the City has designated the Certificates as "qualified tax-exempt obligations" within the meaning of Section 265(b) of the Internal Revenue Code of 1986.

IT IS HEREBY certified, recited and covenanted that this Certificate has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this Certificate have been performed, existed and been done in accordance with law; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Certificate, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said City, and have been pledged for such payment, within the limit prescribed by law, and that this Certificate, together with other obligations of the City, is additionally secured by and payable from the surplus revenues of the City's Waterworks and Sewer System, remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve and other requirements in connection with all of the City's revenue bonds or other obligations (now or hereafter outstanding), which are payable from all or part of the Net Revenues of the City's Waterworks and Sewer System, which amount shall not exceed \$1,000 all as provided in the Ordinance.

BY BECOMING the Registered Owner of this Certificate, the Registered Owner thereby acknowledges all of the terms and provisions of the Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the City, and agrees that the terms and provisions of this Certificate and the Ordinance constitute a contract between each Registered Owner hereof and the City.

IN WITNESS WHEREOF, the City has caused this Certificate to be signed with the manual or facsimile signature of the Mayor of the City and countersigned with the manual or facsimile signature of the City Clerk of said City, and has caused the official seal of the City to be duly impressed, or placed in facsimile, on this Certificate.

City Clerk

Mayor

(CITY SEAL)

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

(To be executed if this Certificate is not accompanied by an
executed Registration Certificate of the Comptroller
of Public Accounts of the State of Texas)

It is hereby certified that this Certificate has been issued under the provisions of the Ordinance described in the text of this Certificate; and that this Certificate has been issued in conversion or replacement of, or in exchange for, a certificate, certificates, or a portion of a certificate or certificates of a Series which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.
Paying Agent/Registrar

By: _____
Authorized Representative

FORM OF ASSIGNMENT:

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

Please insert Social Security or Taxpayer
Identification Number of Transferee

(Please print or typewrite name and address,
including zip code, of Transferee)

the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints
_____, attorney, to register the transfer of the within
Certificate on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Certificate in every particular, without alteration or enlargement or any change whatsoever.

**FORM OF REGISTRATION CERTIFICATE OF
THE COMPTROLLER OF PUBLIC ACCOUNTS:**

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO.

I hereby certify that this Certificate has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and that this Certificate has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this

Comptroller of Public Accounts
of the State of Texas

(COMPTROLLER'S SEAL)

INSERTIONS FOR THE INITIAL CERTIFICATE

The Initial Certificate shall be in the form set forth in this Section, except that:

A. immediately under the name of the Certificates, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As Shown Below" and "CUSIP NO." shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"ON THE DATE SPECIFIED BELOW, the City of Taylor, Texas (the "City"), being a political subdivision, hereby promises to pay the annual installments set forth below to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on August 15 in each of the years, in the principal installments in the following schedule and bearing interest at the per annum rate stated above:

Year

Principal Amount

Interest Rates

(Information from Sections 2 and 3 to be inserted)

The City promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Closing Date at the respective Interest Rate per annum specified above. Interest is payable on February 15, 2020 and semiannually on each August 15 and February 15 thereafter to the date of payment of the principal installment specified above; except, that if this Certificate is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full."

C. The Initial Certificate shall be numbered "T-1."

Section 6. INTEREST AND SINKING FUND. A special "Interest and Sinking Fund" is hereby created and shall be established and maintained by the City at an official depository bank of said City. Said Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of said City, and shall be used only for paying the interest on and principal of said Certificates. All ad valorem taxes levied and collected for and on account of said Certificates shall be deposited, as collected, to the credit of said Interest and Sinking Fund. During each year while any of said Certificates are outstanding and unpaid, the governing body of said City shall compute and ascertain a rate and amount of ad valorem tax which will be sufficient to raise and produce the money required to pay the interest on said Certificates as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of said Certificates as such principal matures (but never less than 2% of the original amount of said Certificates as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of said City, with full allowances being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in said City, for each year while any of said Certificates are outstanding and unpaid, and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of said Certificates, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law. Accrued interest and any premium on the Certificates shall be deposited in the Interest and Sinking Fund and used to pay interest on the Certificates.

Section 7. REVENUES. The Certificates together with other obligations of the City, are additionally secured by and shall be payable from a limited pledge of the surplus revenues of the City's Waterworks and Sewer System remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve, and other requirements in connection with all of the City's revenue bonds or other obligation (now or hereafter outstanding) which are payable from all or any part of the net revenues of the City's Waterworks and Sewer System, with such amount not

to exceed \$1,000 constituting "Surplus Revenues." The City shall deposit such Surplus Revenues to the credit of the Interest and Sinking Fund created pursuant to Section 6, to the extent necessary to pay the principal and interest on the Certificates. Notwithstanding the requirements of Section 6, if Surplus Revenues are actually on deposit or budgeted for deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes which otherwise would have been required to be levied pursuant to Section 6 may be reduced to the extent and by the amount of the Surplus Revenues then on deposit in the Interest and Sinking Fund or budgeted for deposit therein.

The Mayor of the City Council of the City and the City Clerk of the City are hereby ordered to do any and all things necessary to accomplish the transfer of monies to the Interest and Sinking Fund of this issue in ample time to pay such items of principal and interest.

Section 8. DEFEASANCE OF CERTIFICATES. (a) Any Certificate and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Certificate") within the meaning of this Ordinance, except to the extent provided in subsections (c) and (e) of this Section 8, when payment of the principal of such Certificate, plus interest thereon to the due date or dates (whether such due date or dates be by reason of maturity, upon redemption, or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption or the establishment of irrevocable provisions for the giving of such notice) or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar or an eligible trust company or commercial bank for such payment (1) lawful money of the United States of America sufficient to make such payment, (2) Defeasance Securities, certified by an independent public accounting firm of national reputation to mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment and when proper arrangements have been made by the City with the Paying Agent/Registrar or an eligible trust company or commercial bank for the payment of its services until all Defeased Certificates shall have become due and payable or (3) any combination of (1) and (2). At such time as a Certificate shall be deemed to be a Defeased Certificate hereunder, as aforesaid, such Certificate and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes or revenues herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities.

(b) The deposit under clause (ii) of subsection (a) shall be deemed a payment of a Certificate as aforesaid when proper notice of redemption of such Certificates shall have been given or upon the establishment of irrevocable provisions for the giving of such notice, in accordance with this Ordinance. Any money so deposited with the Paying Agent/Registrar or an eligible trust company or commercial bank as provided in this Section may at the discretion of the City Council of the City also be invested in Defeasance Securities, maturing in the amounts and at the times as hereinbefore set forth, and all income from all Defeasance Securities in possession of the Paying Agent/Registrar or an eligible trust company or commercial bank pursuant to this Section which is not required for the payment of such Certificate and premium, if any, and interest thereon with respect to which such money has been so deposited, shall be remitted to the City Council of the City.

(c) Notwithstanding any provision of any other Section of this Ordinance which may be contrary to the provisions of this Section, all money or Defeasance Securities set aside and held in trust pursuant to the provisions of this Section for the payment of principal of the Certificates and

premium, if any, and interest thereon, shall be applied to and used solely for the payment of the particular Certificates and premium, if any, and interest thereon, with respect to which such money or Defeasance Securities have been so set aside in trust. Until all Defeased Certificates shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Certificates the same as if they had not been defeased, and the City shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(d) Notwithstanding anything elsewhere in this Ordinance, if money or Defeasance Securities have been deposited or set aside with the Paying Agent/Registrar or an eligible trust company or commercial bank pursuant to this Section for the payment of Certificates and such Certificates shall not have in fact been actually paid in full, no amendment of the provisions of this Section shall be made without the consent of the registered owner of each Certificate affected thereby.

(e) Notwithstanding the provisions of subsection (a) immediately above, to the extent that, upon the defeasance of any Defeased Certificate to be paid at its maturity, the City retains the right under Texas law to later call that Defeased Certificate for redemption in accordance with the provisions of this Ordinance, the City may call such Defeased Certificate for redemption upon complying with the provisions of Texas law and upon the satisfaction of the provisions of subsection (a) immediately above with respect to such Defeased Certificate as though it was being defeased at the time of the exercise of the option to redeem the Defeased Certificate and the effect of the redemption is taken into account in determining the sufficiency of the provisions made for the payment of the Defeased Certificate.

As used in this Section, "Defeasance Securities" means (i) Federal Securities, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the City Council of the City adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for the funding of an escrow to effect the defeasance of the Certificates are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent, and (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the City Council of the City adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for the funding of an escrow to effect the defeasance of the Certificates, are rated as to investment quality by a nationally recognized investment rating firm no less than "AAA" or its equivalent. "Federal Securities" as used herein means direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America (including Interest Strips of the Resolution Funding Corporation).

Section 9. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED CERTIFICATES. (a) Replacement Certificates. In the event any outstanding Certificate is damaged, mutilated, lost, stolen or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new certificate of the same principal amount, maturity and interest rate, as the damaged, mutilated, lost, stolen or destroyed Certificate, in replacement for such Certificate in the manner hereinafter provided.

(b) Application for Replacement Certificates. Application for replacement of damaged, mutilated, lost, stolen or destroyed Certificates shall be made by the Registered Owner thereof to the

Paying Agent/Registrar. In every case of loss, theft or destruction of a Certificate, the Registered Owner applying for a replacement certificate shall furnish to the City and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft or destruction of a Certificate, the Registered Owner shall furnish to the City and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft or destruction of such Certificate, as the case may be. In every case of damage or mutilation of a Certificate, the Registered Owner shall surrender to the Paying Agent/Registrar for cancellation the Certificate so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Certificates shall have matured, and no default has occurred which is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Certificates, the City may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Certificate) instead of issuing a replacement Certificate, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Certificates. Prior to the issuance of any replacement certificate, the Paying Agent/Registrar shall charge the Registered Owner of such Certificate with all legal, printing, and other expenses in connection therewith. Every replacement Certificate issued pursuant to the provisions of this Section by virtue of the fact that any Certificate is lost, stolen or destroyed shall constitute a contractual obligation of the City whether or not the lost, stolen or destroyed Certificate shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Certificates duly issued under this Ordinance.

(e) Authority for Issuing Replacement Certificates. In accordance with Subchapter B of Chapter 1206, Texas Government Code, this Section 9 of this Ordinance shall constitute authority for the issuance of any such replacement Certificate without necessity of further action by the governing body of the City or any other body or person, and the duty of the replacement of such Certificate is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Certificate in the form and manner and with the effect, as provided in Section 4(a) of this Ordinance for the Certificates issued in conversion and exchange for other Certificates.

Section 10. CUSTODY, APPROVAL, AND REGISTRATION OF THE CERTIFICATE; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED. The Mayor of the City Council of the City is hereby authorized to have control of the Certificate initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Certificate pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Certificate said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Certificate, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the City's Bond Counsel and the assigned CUSIP numbers, if any, may, at the option of the City, be printed on the Certificate issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the Registered

Owners of the Certificate. In addition, if bond insurance is obtained, the Certificate may bear an appropriate legend as provided by the insurer.

Section 11. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE CERTIFICATES. (a) Covenants. The City covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Certificates as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the City covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Certificates or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds of the Certificates or the projects financed therewith are so used, such amounts, whether or not received by the City, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Certificates, in contravention of section 141(b)(2) of the Code;

(3) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Certificates or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(4) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Certificates (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(5) to refrain from taking any action which would otherwise result in the Certificates being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(6) to refrain from taking any action that would result in the Certificates being "federally guaranteed" within the meaning of section 149(b) of the Code;

(7) to refrain from using any portion of the proceeds of the Certificates, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Certificates, other than investment property acquired with --

(A) proceeds of the Certificates invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 90 days,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Certificates;

(8) to otherwise restrict the use of the proceeds of the Certificates or amounts treated as proceeds of the Certificates, as may be necessary, so that the Certificates do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage) and, to the extent applicable, section 149(d) of the Code (relating to advance refundings);

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Certificates) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Certificates have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code; and

(10) to assure that the proceeds of the Certificates will be used solely for new money projects.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (8), a "Rebate Fund" is hereby established by the City for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. The City understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) [and] proceeds of the refunded bonds expended prior to the date of issuance of the Certificates. It is the understanding of the City that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Certificates, the City will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Certificates, the City agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In furtherance of such intention, the City hereby authorizes and directs the City Manager or Director of Finance to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the City, which may be permitted by the Code as are consistent with the purpose for the issuance of the Certificates. This Ordinance is intended to satisfy the official intent requirements set forth in Section 1.150-2 of the Treasury Regulations.

(d) Allocation Of, and Limitation On, Expenditures for the Project. The City covenants to account for the expenditure of sale proceeds and investment earnings to be used for the purposes described in Section 1 of this Ordinance (the "Project") on its books and records in accordance with

the requirements of the Internal Revenue Code. The City recognizes that in order for proceeds to be expended under the Internal Revenue Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Certificates, or (2) the date the Certificates are retired. The City agrees to obtain the advice of nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Certificates. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Disposition of Project. The City covenants that the property constituting the projects financed with the proceeds of the Certificates will not be sold or otherwise disposed in a transaction resulting in the receipt by the City of cash or other compensation, unless the City obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Certificates. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(f) Written Procedures. Unless superseded by another action of the City, to ensure compliance with the covenants contained herein regarding private business use, remedial actions, arbitrage and rebate, the City hereby adopts and establishes the instructions attached hereto as Exhibit "A" as their written procedures for the Certificates and any other tax-exempt debt or obligation outstanding or hereafter issued.

Section 12. SALE OF CERTIFICATES. The Certificates are hereby sold and shall be delivered to _____, as representative of the underwriters of the Certificates (collectively, the "Underwriters"), at the price of \$_____ (which amount is equal to the principal amount of the Certificates plus a net premium of \$_____ and less an underwriting discount of \$_____), all pursuant to the terms and provisions of a Purchase Agreement in substantially the form attached hereto as Exhibit "B" which the Mayor or Mayor Pro-Tem is hereby authorized to execute and deliver and which the City Secretary of the City is hereby authorized to attest. The City will initially deliver to the Underwriters one certificate for each maturity of the Certificates authorized under this Ordinance. The Certificates shall initially be registered in the name of Cede & Co.

Section 13. DEFAULT AND REMEDIES.

(a) Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default: (i) the failure to make payment of the principal of or interest on any of the Certificates when the same becomes due and payable; or (ii) default in the performance or observance of any other covenant, agreement or obligation of the City, the failure to perform which materially, adversely affects the rights of the Registered Owners of the Certificates, and the continuation thereof for a period of 60 days after notice of such default is given by any Registered Owner to the City.

(b) Remedies for Default. (i) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the City, or any official, officer or employee of the City in their official capacity, for the purpose of protecting and enforcing the rights of the Registered Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies; (ii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Certificates then outstanding.

(c) Remedies Not Exclusive. (i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Certificates or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Certificates shall not be available as a remedy under this Ordinance. (ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy. (iii) By accepting the delivery of a Certificate authorized under this Ordinance, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the City or the City Council. (iv) None of the members of the City Council, nor any other official or officer, agent, or employee of the City, shall be charged personally by the Registered Owners with any liability, or be held personally liable to the Registered Owners under any term or provision of this Ordinance, or because of any Event of Default or alleged Event of Default under this Ordinance.

Section 14. ESTABLISHMENT OF CONSTRUCTION FUND AND INTEREST EARNINGS. (a) Construction Fund. A special fund or account, to be designated the City of Taylor Series 2019 Certificate of Obligation Construction Fund (the "2019 Construction Fund") is hereby created and shall be established and maintained by the City at a depository bank of the City. The 2019 Construction Fund shall be kept separate and apart from all other funds and accounts of the City. The Construction Fund and the Interest and Sinking Fund shall be invested in accordance with the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended, and the City's Investment Policy.

(b) Interest Earnings. Interest earnings derived from the investment of proceeds from the sale of the Certificates shall be used along with the Certificate proceeds for the purpose for which the Certificates are issued as set forth in Section 1 hereof or to pay principal or interest payments on the Certificates; provided that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on bond proceeds which are required to be rebated to the United States of America pursuant to Section 11 hereof in order to prevent the Certificates from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

Section 15. APPROVAL OF OFFICIAL STATEMENT. The City hereby approves the form and content of the Official Statement relating to the Certificates and any addenda, supplement or amendment thereto, and approves the distribution of such Official Statement in the reoffering of the Certificates by the Purchaser in final form, with such changes therein or additions thereto as the officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof. The distribution and use of the Preliminary Official Statement dated March 21, 2019 prior to the date hereof is confirmed, approved and ratified. The City Council hereby finds and determines that the Preliminary Official Statement and final Official Statement were "deemed final" (as that term is defined in 17 CFR Section 240.15c(2)-12) as of their respective dates.

Section 16. APPROVAL OF PAYING AGENT/REGISTRAR AGREEMENT. Attached hereto as Exhibit "C" is a substantially final form of the Paying Agent/Registrar Agreement with an attached Blanket Issuer Letter of Representation. The Mayor of the City Council of the City is hereby authorized to amend, complete or modify such agreement as necessary and is further authorized to execute such agreement and the City Clerk is hereby authorized to attest such agreement.

Section 17. CONTINUING DISCLOSURE UNDERTAKING. (a) Annual Reports. The City shall provide annually to the MSRB, in an electronic format as prescribed by the MSRB, (i) within six months after the end of each fiscal year of the City ending in or after 2019, financial information and operating data, which information and data may be unaudited, with respect to the City of the general type included in the final Official Statement authorized by Section 15 of this Ordinance, being the information described in Exhibit "C" hereto and (ii) if not provided as part of such financial information and operating data, audited financial statements of the City, within twelve months after the end of each fiscal year of the City ending in or after 2019. Any financial statements to be so provided shall be (1) prepared in accordance with the accounting principles described in Exhibit "A" hereto, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and (2) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the City shall provide unaudited financial statements within such period, and audited financial statements for the applicable fiscal year to the MSRB, when and if the audit report on such statements become available.

If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document that is available to the public on the MSRB's internet web site or filed with the SEC. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(b) Event Notices. The City shall notify the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of ten business days after the

occurrence of the event, of any of the following events with respect to the Certificates:

- A. Principal and interest payment delinquencies;
- B. Non-payment related defaults, if material within the meaning of the federal securities laws;
- C. Unscheduled draws on debt service reserves reflecting financial difficulties;
- D. Unscheduled draws on credit enhancements reflecting financial difficulties;
- E. Substitution of credit or liquidity providers, or their failure to perform;
- F. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701–TEB) or other material notices or determinations with respect to the tax status of the Certificates, or other events affecting the tax status of the Certificates
- G. Modifications to rights of holders of the Certificates, if material within the meaning of the federal securities laws;
- H. Certificate calls, if material within the meaning of the federal securities laws;
- I. Defeasances;
- J. Release, substitution, or sale of property securing repayment of the Certificates, if material within the meaning of the federal securities laws;
- K. Rating changes;
- L. Bankruptcy, insolvency, receivership or similar event of the City;
- M. The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material within the meaning of the federal securities laws; and
- N. Appointment of a successor or additional trustee or the change of name of a trustee, if material within the meaning of the federal securities laws.
- O. Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and

- P. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

"Financial Obligation" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

The City shall notify the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (a) of this Section by the time required by such subsection. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(c) Limitations, Disclaimers, and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an "obligated person" with respect to the Certificates within the meaning of the Rule, except that the City in any event will give notice of any deposit made in accordance with Section 12.02 of this Ordinance that causes the Certificates no longer to be outstanding.

The provisions of this Section are for the sole benefit of the holders and beneficial owners of the Certificates, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall comprise a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Should the Rule be amended to obligate the City to make filings with or provide notices to entities other than the MSRB, the City hereby agrees to undertake such obligation with respect to the Certificates in accordance with the Rule as amended.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

The provisions of this Section may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Certificates consents to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interest of the holders and beneficial owners of the Certificates. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with paragraph (a) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The City may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Certificates in the primary offering of the Certificates.

Section 19. NO RECOURSE AGAINST CITY OFFICIALS. No recourse shall be had for the payment of principal of or interest on the Certificates or for any claim based thereon or on this Ordinance against any official of the City or any person executing any Certificates.

Section 20. FURTHER ACTIONS. The officers and employees of the City are hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the City all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Certificates, the initial sale and delivery of the Certificates, the Paying Agent/Registrar Agreement, and any insurance commitment letter or insurance policy. In addition, prior to the initial delivery of the Certificates, the Mayor, the City Clerk, the City Manager or Assistant City Manager, the City Attorney and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the instruments authorized and approved by this Ordinance necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance and as described in the Official Statement, (ii) obtain a rating from any of the national bond rating agencies or satisfy requirements of any bond insurer, or (iii) obtain the approval of the Certificates by the Attorney General's office.

In case any officer of the City whose signature shall appear on any Certificate shall cease to be such officer before the delivery of such Certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 21. INTERPRETATIONS. All terms defined herein and all pronouns used in this Ordinance shall be deemed to apply equally to singular and plural and to all genders. The titles and headings of the articles and sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof. This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Certificates and the validity of the lien on and pledge to secure the payment of the Certificates.

Section 22. INCONSISTENT PROVISIONS. All ordinances, orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provisions of this Ordinance are hereby repealed to the extent of such conflict and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

Section 23. INTERESTED PARTIES. Nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the City and the Registered Owners of the Certificates, any right, remedy or claim under or by reason of this Ordinance or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Ordinance contained by and on behalf of the City shall be for the sole and exclusive benefit of the City and the registered owners of the Certificates.

Section 24. INCORPORATION OF RECITALS. The City hereby finds that the statements set forth in the recitals of this Ordinance are true and correct, and the City hereby incorporates such recitals as a part of this Ordinance.

Section 25. REPEALER. All orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 26. SEVERABILITY. The provisions of this Ordinance are severable; and in case any one or more of the provisions of this Ordinance or the application thereof to any person or circumstance should be held to be invalid, unconstitutional, or ineffective as to any person or circumstance, the remainder of this Ordinance nevertheless shall be valid, and the application of any such invalid provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby.

Section 27. PERFECTION. Chapter 1208, Government Code, applies to the issuance of the Certificates and the pledge of ad valorem taxes and revenues granted by the City under Sections 6 and 7 of this Ordinance, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Certificates are outstanding and unpaid such that the pledge of ad valorem taxes and revenues granted by the City under Sections 6 and 7 of this Ordinance is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the registered owners of the Certificates the perfection of the security interest in said

pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

Section 28. EFFECTIVE DATE. This Ordinance shall become effect immediately from and after its passage on first and final reading in accordance with Section 1201.028, Texas Government Code, as amended.

Section 29. NO PERSONAL LIABILITY. No covenant or agreement contained in the Certificates, this Ordinance or any corollary instrument shall be deemed to be the covenant or agreement of any member of the City Council or any officer, agent, employee or representative of the City Council in his individual capacity, and neither the directors, officers, agents, employees or representatives of the City Council nor any person executing the Certificates shall be personally liable thereon or be subject to any personal liability for damages or otherwise or accountability by reason of the issuance thereof, or any actions taken or duties performed, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all such liability being expressly released and waived as a condition of and in consideration for the issuance of the Certificates.

Section 30. CUSTODY, APPROVAL, AND REGISTRATION OF CERTIFICATE; BOND COUNSEL'S OPINION; AND CONTINGENT INSURANCE PROVISION, IF OBTAINED. The Mayor of the City is hereby authorized to have control of the Certificate initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Certificate pending its delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Certificate said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Certificate, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the City's Bond Counsel, at the option of the City, be printed on the Certificate issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the Registered Owner of the Certificate. In addition, if bond insurance is obtained, the Certificate may bear an appropriate legend as provided by the insurer.

IN ACCORDANCE WITH SECTION 1201.028, Texas Government Code, passed and approved on the final reading on the 28th day of March, 2019.

Mayor, City of Taylor, Texas

ATTEST:

City Clerk, City of Taylor, Texas

EXHIBIT "A"

WRITTEN PROCEDURES RELATING TO CONTINUING COMPLIANCE WITH FEDERAL TAX COVENANTS

A. Arbitrage. With respect to the investment and expenditure of the proceeds of the Bonds, Notes, Certificates, Leases or other Obligations now or hereafter outstanding as having the interest on such debt exempt from Federal income taxes of the debt holder (the "Obligations") the Issuer's City Manager or Director of Finance (the "Responsible Person") will, as applicable to each issuance of Obligations:

- instruct the appropriate person or persons that the construction, renovation or acquisition of the facilities must proceed with due diligence and that binding contracts for the expenditure of at least 5% of the proceeds of the Obligations will be entered into within 6 months of the Issue Date;
- monitor that at least 85% of the proceeds of the Obligations to be used for the construction, renovation or acquisition of any facilities are expended within 3 years of the date of delivery of the Obligations ("Issue Date");
- restrict the yield of the investments to the yield on the Obligations after 3 years of the Issue Date;
- monitor all amounts deposited into a sinking fund or funds, e.g., the Debt Service Fund/Bond Fund/Interest and Sinking Fund, to assure that the maximum amount invested at a yield higher than the yield on the Obligations does not exceed an amount equal to the debt service on the Obligations in the succeeding 12-month period plus a carryover amount equal to one-twelfth of the principal and interest payable on the Obligations for the immediately preceding 12-month period;
- ensure that no more than 50% of the proceeds of the Obligations are invested in an investment with a guaranteed yield for 4 years or more;
- assure that the maximum amount of any reserve fund for any Obligations invested at a yield higher than the yield on the Obligations will not exceed the lesser of (1) 10% of the principal amount of the Obligations, (2) 125% of the average annual debt service on the Obligations measured as of the Issue Date, or (3) 100% of the maximum annual debt service on the Obligations as of the Issue Date;
- monitor the actions of the escrow agent (to the extent an escrow is funded with proceeds) to ensure compliance with the applicable provisions of the escrow agreement, including with respect to reinvestment of cash balances;
- maintain any official action of the Issuer (such as a reimbursement resolution) stating its intent to reimburse with the proceeds of the Obligations any amount expended prior to the Issue Date for the acquisition, renovation or construction of the facilities;
- ensure that the applicable information return (e.g., IRS Form 8038-G, 8038-GC, or any successor forms) is timely filed with the IRS;
- assure that, unless excepted from rebate and yield restriction under section 148(f) of the Code, excess investment earnings are computed and paid to the U.S. government at such time and in such manner as directed by the IRS (i) at least every 5 years after

the Issue Date and (ii) within 30 days after the date the Obligations are retired.

B. Private Business Use. With respect to the use of the facilities financed or refinanced with the proceeds of the Bonds the Responsible Person will:

- monitor the date on which the facilities are substantially complete and available to be used for the purpose intended;
- monitor whether, at any time the Obligations are outstanding, any person, other than the Issuer, the employees of the Issuer, the agents of the Issuer or members of the general public has any contractual right (such as a lease, purchase, management or other service agreement) with respect to any portion of the facilities;
- monitor whether, at any time the Obligations are outstanding, any person, other than the Issuer, the employees of the Issuer, the agents of the Issuer or members of the general public has a right to use the output of the facilities (e.g., water, gas, electricity);
- monitor whether, at any time the Obligations are outstanding, any person, other than the Issuer, the employees of the Issuer, the agents of the Issuer or members of the general public has a right to use the facilities to conduct or to direct the conduct of research;
- determine whether, at any time the Obligations are outstanding, any person, other than the Issuer, has a naming right for the facilities or any other contractual right granting an intangible benefit;
- determine whether, at any time the Obligations are outstanding, the facilities are sold or otherwise disposed of; and
- take such action as is necessary to remediate any failure to maintain compliance with the covenants contained in the Order related to the public use of the facilities.

C. Record Retention. The Responsible Persons will maintain or cause to be maintained all records relating to the investment and expenditure of the proceeds of the Obligations and the use of the facilities financed or refinanced thereby for a period ending three (3) years after the complete extinguishment of the Obligations. If any portion of the Obligations is refunded with the proceeds of another series of tax-exempt obligations, such records shall be maintained until the three (3) years after the refunding obligations are completely extinguished. Such records can be maintained in paper or electronic format.

D. Responsible Persons. Each Responsible Person shall receive appropriate training regarding the Issuer's accounting system, contract intake system, facilities management and other systems necessary to track the investment and expenditure of the proceeds and the use of the facilities financed with the proceeds of the Obligations. The foregoing notwithstanding, the Responsible Persons are authorized and instructed to retain such experienced advisors and agents as may be necessary to carry out the purposes of these instructions.

EXHIBIT "B"

BOND PURCHASE AGREEMENT

EXHIBIT "C"

PAYING AGENT/REGISTRAR AGREEMENT

EXHIBIT "D"

DESCRIPTION OF ANNUAL FINANCIAL INFORMATION

The following information is referred to in Section 17 of this Ordinance.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the City to be provided annually in accordance with such Section are as specified (and included in the Appendix or under the headings of the Official Statement referred to) below:

- (1) Table 1 - Valuation, Exemptions and Ad Valorem Tax Debt;
- (2) Table 2 - Valuation and General Obligation Debt History;
- (3) Table 3 - Tax Rate, Levy and Collection History;
- (4) Table 4 - Ten Largest Taxpayers;
- (5) Table 5 - Tax Adequacy;
- (6) Table 6 - General Obligation Service Requirements;
- (7) Table 9 - General Fund Revenues and Expenditure History;
- (8) Table 10 - Municipal Sales Tax History;
- (9) Table 11 - Current Investments;
- (10) Appendix B - Excerpts from the City's Annual Financial Report

Accounting Principles

The accounting principles referred to in such Section are the accounting principles described in the notes to the financial statements referred to in the paragraph above.



***City Council Meeting
March 28, 2019
Transmittal Letter***

STRATEGIC PILLAR

☐ Streets/Infrastructure

☒ Quality of Life

☐ Economic Vitality

Agenda Item #: 11

Agenda Title: Consider Approving the Contract for the Police Department's Computer Aided Dispatch (CAD) and Records Management System (RMS) to Superion LLC.

Council Action to be taken: Approve Contract

Department Submitted: Police

Staff Contact: Henry Fluck, Chief of Police

1. PURPOSE/DESCRIPTION

City Council has approved the purchase of a Police Department Computer Aided Dispatch (CAD) and Police Department Records Management System (RMS) as part of the larger Public Safety Communications Project for the amount of approximately \$1.2 million.

2. STAFF ANALYSIS (How and Why)

The Police Department has requested a needed upgrade to purchase a CAD and RMS and approve the contract with Superion LLC for the amount of \$ 509,936.04. Our current software provider CrimeSoft is not a true CAD and the crime records system is not NIBRS (National Incident Based Reporting System) compliant. The Texas conversion to NIBRS is to take effect September 1, 2019. Superion RMS is NIBRS compliant. Superion CAD and RMS will improve our inter-operability with regional law enforcement and the RMS will provide a secure environment for records, accurate statistical data reporting and migrating information with all the other countywide police agencies that are Superion's users to include the Williamson County Sheriff's Department, Williamson County Constable's Precincts 1-4, Hutto Police Department, Round Rock Police Department, Georgetown Police Department, Liberty Hill Police Department, Leander Police Department, and Cedar Park Police Department.

The Contract has been reviewed by our City Attorney for legal content with his recommendations being incorporated into the agreement. The Contract has been reviewed by our Project Consultant Mission Critical Partners for technical adequacy. The Contract has been signed by Superion.

Superion is the sole source provider due to inter-operability with all the other police agencies throughout Williamson County.

3. RECOMMENDATION

Approve contract for Superion LLC for the purchase of a CAD and RMS for the amount of \$509,936.04.

4. FUNDING SOURCE

Funded from Bond Proceeds. Contract is listed at \$509,936.04 minus \$22,027.04 for annual maintenance that begins one year after execution of the contract for the total amount of \$487,909.00. The maintenance cost is a recurring cost funded from the operating budget for \$22,027.04.

5. TIMELINE

To be eligible to utilize \$156,000 in funding from the Office of the Governor's NIBRS (National Incident Based Reporting System) Grant awarded to the City of Taylor Police Department the purchase of equipment is required to be made by April 30, 2019.

6. PRIOR COUNCIL ACTIONS TAKEN

City Council approved the issuance of Bonds for the Public Safety Communications System for approximately \$1.2 million. City Council approved the contract for Mission Critical Partners for professional and technical services as Project Consultant for the amount of \$86,686.00.

7. OTHER OPTIONS (In order of preference)

1. Approve a contract for another software provider.
2. Not approve a contract for any software provider.

8. ATTACHMENTS

11a [Contract with Superion](#)

11b [Sole Source Provider letter](#)



Solutions Agreement

This Solutions Agreement (the "**Agreement**"), effective as of the latest date shown on the signature block below (the "**Effective Date**"), is entered into between Superion LLC, a Delaware Limited Liability Company ("**Superion**") and **Taylor Police Department** ("**Customer**"), together with Superion, the "**Parties**", and each, a "**Party**".

WHEREAS, Superion licenses and provides access to software applications ("**Solutions**") for its customers and also provides maintenance, support, migration, installation and other professional services; and

WHEREAS, Customer desires to license and/or gain access to certain Solutions and/or receive professional services described herein, and Superion desires to grant and provide Customer license and access to such offerings as well as to support them with professional services, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by the signatures of their duly authorized representative below, the Parties intending to be legally bound, agree to all of the following provisions and exhibits of this Agreement:

SUPERION, LLC.	TAYLOR POLICE DEPARTMENT
1000 Business Center Dr. Lake Mary, FL 32746	500 S. Main Street Taylor, TX 76574
By: <i>Brad Surminsky</i> DocuSigned by: 7BB951BAF6C648D7	By:
Print Name: Brad Surminsky	Print Name:
Print Title: CFO	Print Title:
Date Signed: 3/20/2019	Date Signed:

1. **Solution: ONESolution Public Safety**

2. **Term.**

- 2.1. Initial Term. The Initial Term of this Agreement commences as of the Effective Date and will continue in effect for two (2) years from such date unless terminated earlier pursuant to any of the Agreement's express provisions (the "**Initial Term**").
- 2.2. Renewal Term. Upon receipt of written notice thirty (30) prior to the expiration of the then current term, this Agreement will renew for an additional one (1) year term (a "**Renewal Term**" and, collectively, with the Initial Term, the "**Term**").

3. **Fees.** In consideration of the rights and services granted by Superion to Customer under this Agreement, Customer shall make payments to Superion pursuant to the amounts and payment terms outlined in Exhibit 1 (the "**Project Cost Summary**").

4. **Definitions.** Capitalized terms not otherwise defined in this Agreement have the meanings set forth below:

- 4.1. "**Action**" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory or other, whether at law, in equity, or otherwise.
- 4.2. "**Affiliate**" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person.
- 4.3. "**Authorized User**" means Customer's employees, consultants, contractors, and agents who are authorized by Customer to access and use the Solutions under the rights granted to Customer pursuant to this Agreement, and for whom access to the Solutions has been purchased.
- 4.4. "**Baseline**" means the version of a Solution updated to the particular time in question through Superion's warranty services and maintenance, but without any other modification whatsoever.
- 4.5. "**Component System**" means any one of the Solutions identified in Exhibit 1, including all copies of Source Code, Object Code and all related specifications, Documentation, technical information, and all



corrections, modifications, additions, development work, improvements and enhancements to and all Intellectual Property Rights for such Component System.

- 4.6. **"Customer Data"** means information, data, and content, in any form or medium, collected, downloaded, or otherwise received, directly or indirectly from Customer, an Authorized User or end-users by or through the Solutions, provided the data is not personally identifiable and not identifiable to Customer.
- 4.7. **"Custom Modification"** means a change that Superior has made at Customer's request to any Component System in accordance with a Superior-generated specification, but without any other changes whatsoever by any Person.
- 4.8. **"Customer Systems"** means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated by Customer or through the use of third-party services.
- 4.9. **"Defect"** means a material deviation between the Baseline Solution and its Documentation, for which Defect Customer has given Superior enough information to enable Superior to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under Superior's control. Further, with regard to each Custom Modification, Defect means a material deviation between the Custom Modification and the Superior-generated specification and documentation for such Custom Modification, and for which Defect Customer has given Superior enough information to enable Superior to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under Superior's control.
- 4.10. **"Documentation"** means any manuals, instructions, or other documents or materials that Superior provides or makes available to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Solutions, including any aspect of the installation, configuration, integration, operation, use, support, or maintenance thereof.
- 4.11. **"Enhancements"** means general release (as opposed to custom) changes to a Baseline Component System or Custom Modification which increase the functionality of the Baseline Component System or Custom Modification in question.
- 4.12. **"Harmful Code"** means any software, hardware, device or other technology, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data Processed thereby; or (b) prevent Customer or any Authorized User from accessing or using the Solutions as intended by this Agreement.
- 4.13. **"Intellectual Property Rights"** means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
- 4.14. **"Maintenance"** means optimization, error correction, modifications, and updates to Vendor Systems to correct any known Defects and improve performance. Maintenance will be provided for each Component System, the hours and details of which are described in Exhibit 2 ("**Support Standards**").
- 4.15. **"New Releases"** means new editions of a Baseline Component System or Custom Modification.
- 4.16. **"Person"** means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.
- 4.17. **"Personal Information"** means any information that does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located. Personal Information includes all "nonpublic personal information" as defined under the Gramm-Leach-Bliley Act, "protected health information" as defined under the Health and Insurance Portability and Accountability Act of 1996, "Personal Data" as defined in the EU General Data Protection Regulation (GDPR 2018), "Personal Information" as defined under the Children's Online Privacy Protection Act of 1998, and all rules and regulations issued under any of the foregoing.
- 4.18. **"Professional Services"** means installation, implementation, development work, training or consulting services including custom modification programming, support relating to custom modifications, on-site support services, assistance with data transfers, system restarts and reinstallations provided by Superior.
- 4.19. **"Representatives"** means, with respect to a party, that party's employees, officers, directors, agents, subcontractors, and legal advisors.



- 4.20. **"Superior Personnel"** means all individuals involved in the performance of Support Services and Professional Services as employees, agents, Subcontractors or independent contractors of Superior.
- 4.21. **"Solution(s)"** means the Component Systems, Documentation, Custom Modifications, development work, Vendor Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, provided or used by Superior or any Subcontractor in connection with Professional Services or Support Services rendered under this Agreement.
- 4.22. **"Vendor Systems"** means the information technology infrastructure used by or on behalf of Superior to deliver Solutions, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Superior or through the use of third-party services.
- 4.23. **"Support Services"** means Maintenance, Enhancements, implementation of New Releases, and general support efforts to respond to incidents reported by Customer in accordance with the detailed Support Standards outlined in Exhibit 2.
- 4.24. **"Third-Party Materials"** means materials and information, in any form or medium, including any software, documents, data, content, specifications, products, related services, equipment, or components of or relating to the Solutions that are not proprietary to Superior.

5. License, Access & Services.

- 5.1. License Grant. Subject to and conditioned on the payment of Fees and compliance with all other terms and conditions of this Agreement, Superior hereby grants to Customer a non-exclusive, non-sublicenseable, and non-transferable license to the current version of the Solutions outlined in Exhibit 1 at the time of this Agreement's execution.
- 5.2. Access and Scope of Use. Subject to and conditioned on Customer and their Authorized Users' compliance with the terms and conditions of this Agreement, Superior hereby grants Customer a non-exclusive, non-transferable right to access and use the Solutions, solely by Authorized Users. Such use is limited to Customer's internal use.
- 5.3. Delivery. Superior shall deliver by (a) electronic delivery, by posting it on Superior's network for downloading, or similar suitable electronic file transfer method, or (b) physical shipment, such as on a disc or other suitable media transfer method. Physical shipment is on FOB-Superior's shipping point (except with respect to Third-Party Materials, which are FOB-applicable third party shipping point), and electronic delivery is deemed effective at the time Superior provides Customer with access to download the Solutions. The date of such delivery shall be referred to as the **"Delivery Date."**
- 5.4. Documentation License. Superior hereby grants to Customer a non-exclusive, non-sublicenseable, non-transferable license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Solutions.
- 5.5. Service and System Control. Except as otherwise expressly provided in this Agreement:
 - 5.5.1. Superior has and will retain sole control over the operation, provision, maintenance, and management of the Solutions; and
 - 5.5.2. Customer has and will retain sole control over the operation, maintenance, and management of, and all access to and use of, the Customer Systems, and sole responsibility for access to and use of the Solutions by any Person by or through the Customer Systems or other means controlled by Customer or any Authorized User, including any reports or results obtained from any use of the Solutions, and conclusions, decisions, or actions based on such use.
- 5.6. Limitations. Customer must provide Superior with such facilities, equipment and support as are reasonably necessary for Superior to perform its obligations herein, including if required, remote access to Customer Systems. Superior is not responsible or liable for delay or failure of performance caused in whole or in part by Customer delay or Customer's failure to perform any obligations under this Agreement.
- 5.7. Exceptions. Superior has no obligation to provide Support Services relating to any Defect with the Solutions that, in whole or in part, arise out of or result from any of the following:
 - 5.7.1. software, or media on which provided, that is modified or damaged by Customer or third party;
 - 5.7.2. any operation or use of, or other activity relating to, the Solutions other than as specified in the



Documentation, including any incorporation, or combination, operation or use of the Solutions in or with, any technology (software, hardware, firmware, system, or network) or service not specified for Customer's use in the Documentation;

- 5.7.3. any negligence, abuse, misapplication, or misuse of the Solutions other than by Superior personnel, including any Customer use of the Solutions other than as specified in the Documentation or expressly authorized in writing by Superior;
 - 5.7.4. any Customer's failure to promptly install any New Releases that Superior has previously made available to Customer;
 - 5.7.5. the operation of, or access to, Customer's or a third party's system, materials or network;
 - 5.7.6. any relocation of the Solutions other than by Superior personnel;
 - 5.7.7. any beta software, software that Superior makes available for testing or demonstration purposes, temporary software modules, or software for which Superior does not receive a fee;
 - 5.7.8. any breach of or noncompliance with any provision of this Agreement by Customer or any of its Representatives or any Force Majeure Event (including abnormal physical or electrical stress).
- 5.8. **Reservation of Rights.** Except for the specified rights outlined in this Section, nothing in this Agreement grants any right, title, or interest in or to any Intellectual Property Rights in or relating to the Support Services, Professional Services, Solutions, or Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in the Solutions, and the Third-Party Materials are and will remain with Superior and the respective rights holders.
- 5.9. **Changes.** Superior reserves the right, in its sole discretion, to make any changes to the Support Services and Solutions that it deems necessary or useful to: (a) maintain or enhance the quality or delivery of Superior's services to its customers, the competitive strength of or market for Superior's services, or the Support Services' cost efficiency or performance; or (b) to comply with applicable law. Without limiting the foregoing, either party may, at any time during the Term, request in writing changes to particular Support Services, Professional Services or their product suite of Solutions. The parties shall evaluate and, if agreed, implement all such requested changes. No requested changes will be effective unless and until memorialized in either a Superior issued Add-On Quote signed by the Customer, or a written change order or amendment to this agreement signed by both parties.
- 5.10. **Subcontractors.** Superior may from time to time in its discretion engage third parties to perform Professional Services or Support Services (each, a "**Subcontractor**").
- 5.11. **Security Measures.** The Solutions may contain technological measures designed to prevent unauthorized or illegal use of the Solutions. Customer acknowledges and agrees that: (a) Superior may use these and other lawful measures to verify compliance with the terms of this Agreement and enforce Superior's rights, including all Intellectual Property Rights, in and to the Solutions; (b) Superior may deny any individual access to and/or use of the Solutions if Superior, in its reasonable discretion, believes that person's use of the Solutions would violate any provision of this Agreement, regardless of whether Customer designated that person as an Authorized User; and (c) Superior may collect, maintain, process, use and disclose technical, diagnostic and related non-identifiable data gathered periodically which may lead to improvements in the performance and security of the Solutions.
- 6. Use Restrictions.** Customer shall not, and shall not permit any other Person to, access or use the Solutions except as expressly permitted by this Agreement. For purposes of clarity and without limiting the generality of the foregoing, Customer shall not, except as this Agreement expressly permits:
- 6.1. copy, modify, or create derivative works or improvements of the Solutions, or rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Solutions to any Person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;
 - 6.2. reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Solutions, in whole or in part;
 - 6.3. bypass or breach any security device or protection used by Solutions or access or use the Solutions other than by an Authorized User through the use of his or her own then valid access;
 - 6.4. input, upload, transmit, or otherwise provide to or through the Vendor Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any Harmful Code;



- 6.5. damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Vendor Systems, or Superior's provision of services to any third party, in whole or in part;
- 6.6. remove, delete, alter, or obscure any trademarks, Specifications, Documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Documentation or Solutions, including any copy thereof;
- 6.7. access or use the Solutions in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third party, or that violates any applicable law;
- 6.8. access or use the Solutions for purposes of competitive analysis of the Solutions, the development, provision, or use of a competing software service or product or any other purpose that is to Superior's detriment or commercial disadvantage or otherwise access or use the Solutions beyond the scope of the authorization granted under this Section.

7. Customer Obligations.

- 7.1. Customer Systems and Cooperation. Customer shall at all times during the Term: (a) set up, maintain, and operate in good repair all Customer Systems on or through which the Solutions are accessed or used; (b) provide Superior Personnel with such access to Customer's premises and Customer Systems as is necessary for Superior to perform the Support Services in accordance with the Support Standards and Specifications; and (c) provide all cooperation as Superior may reasonably request to enable Superior to exercise its rights and perform its obligations under and in connection with this Agreement.
- 7.2. Effect of Customer Failure or Delay. Superior is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement.
- 7.3. Corrective Action and Notice. If Customer becomes aware of actual or threatened activity prohibited by Section 6, Customer shall, and cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within their respective control necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Solutions and permanently erasing from their systems and destroying any data to which any of them gained unauthorized access); and (b) notify Superior of any such actual or threatened activity.

8. Professional Services.

- 8.1. Compliance with Customer Policies. While Superior Personnel are performing services at Customer's site, Superior will ensure that such personnel comply with Customer's reasonable security procedures and site policies that are generally applicable to Customer's other suppliers providing similar services and that have been provided to Superior in writing or in advance. Customer shall promptly reimburse Superior for any out-of-pocket costs incurred in complying with such procedures and policies.
- 8.2. Contributed Material. In the process of Superior's performing Professional Services, Customer may, from time to time, provide Superior with designs, plans, or specifications, improvements, works or other material for inclusion in, or making modifications to, the Solutions, the Documentation or any other deliverables ("**Contributed Material**"). Customer grants to Superior a nonexclusive, irrevocable, perpetual, transferable right, without the payment of any royalties or other compensation of any kind and without the right of attribution, for Superior, Superior's Affiliates and Superior's licensees to make, use, sell and create derivative works of the Contributed Material.

9. Confidentiality.

- 9.1. Confidential Information. "**Confidential Information**" means information in any form or medium (whether oral, written, electronic, or other) that the Disclosing Party considers confidential or proprietary, including information relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations. Without limiting the foregoing, Confidential Information of Superior includes the Solutions, all software provided with the Solutions, algorithms, methods, techniques, and processes revealed by the Source Code of the Solutions and any software provided with the Solutions. In connection with this Agreement each party (as the "**Disclosing Party**") may disclose or make available Confidential Information to the other party (as the "**Receiving Party**").
- 9.2. Exclusions. Confidential Information does not include information that: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to being disclosed or made available to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party or any of its Representatives' noncompliance with this Agreement; (c)



was or is received by the Receiving Party on a non-confidential basis from a third party that was or is independently developed by the Receiving Party without reference or use of any Confidential Information.

- 9.3. **Protection of Confidential Information.** As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall:
- 9.3.1. not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement;
 - 9.3.2. not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section; and (iii) are bound by written confidentiality or restricted use obligations at least as protective of the Confidential Information as the terms in this Section;
 - 9.3.3. safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its sensitive information and in no event less than a reasonable degree of care;
 - 9.3.4. ensure its Representatives' compliance with, and be responsible and liable for any of its Representatives' non-compliance with, the terms of this Section.
- 9.4. **Compelled Disclosures.** If the either Party or any of its Representatives is compelled by applicable law to disclose any Confidential Information then, to the extent permitted by law, that Party shall: (a) promptly, and prior to such disclosure, notify the other Party in writing of such requirement so that they can seek a protective order or other remedy or waive its rights under Section .3; and (b) provide reasonable assistance to the Disclosing Party in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose.
- 9.5. **Trade Secrets.** Notwithstanding any other provisions of this Agreement, the Receiving Party's obligations under this Section with respect to any Confidential Information that constitutes a trade secret under any applicable law will continue until such time, if ever, as such Confidential Information ceases to qualify for trade secret protection under one or more such applicable laws other than as a result of any act or omission of the Receiving Party or any of its Representatives.

10. Security.

- 10.1. Superion will implement commercially reasonable administrative, technical and physical safeguards designed to ensure the security and confidentiality of Customer Data, protect against any anticipated threats or hazards to the security or integrity of Customer Data, and protect against unauthorized access or use of Customer Data. Superion will review and test such safeguards on no less than an annual basis.
- 10.2. Customer shall maintain, in connection with the operation or use of the Solutions, adequate technical and procedural access controls and system security requirements and devices necessary for data privacy, confidentiality, integrity, authorization, authentication, non-repudiation, virus detection and eradication.
- 10.3. To the extent that Authorized Users are permitted to have access to the Solutions, Customer shall maintain reasonable procedures with such Authorized Users that adequately protect the confidentiality and Intellectual Property Rights of Superion in the Solutions and Documentation, and disclaim any liability or responsibility of Superion with respect to such Authorized Users.

11. Personal Data. If Superion processes or otherwise has access to any personal data or personal information on Customer's behalf when performing Superion's obligations under this Agreement, then:

- 11.1. Customer shall be the data controller (where "**data controller**" means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and Superion shall be a data processor (where "**data processor**" means an entity which processes the data only on behalf of the data controller and not for any purposes of its own);
- 11.2. Customer shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or personal information to Superion so that Superion may lawfully use, process and transfer the personal data and personal information in accordance with this Agreement on Customer's behalf,



which may include Superion processing and transferring the relevant personal data or personal information outside the country where Customer and the Authorized Users are located in order for Superion to provide the Solutions and perform its other obligations under this Agreement; and

- 11.3. Superion shall process personal data and information only in accordance with lawful and reasonable instructions given by Customer and as set out in and in accordance with the terms of this Agreement; and
- 11.4. each party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and personal information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal data and personal information and the nature of the personal data and personal information being protected. If necessary, the parties will cooperate to document these measures taken.

12. Representations and Warranties.

- 12.1. Software Warranty. Superion warrants to Customer that for a period of twelve (12) months from the Execution Date, the Solutions (as delivered to Customer by Superion and when properly used for the purpose and in the manner specifically authorized by this Agreement), will perform as described in the Documentation in all material respects, including being free from any viruses or Harmful Code.
- 12.2. Professional Services Representation and Warranty. Superion represents, warrants, and covenants to Customer that during the Term, Superion will perform Professional Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under this Agreement. If Customer reasonably believes that any Professional Services were performed in violation of this warranty, it will notify Superion within twenty (20) days of service performance describing the issue, together with adequate supporting documentation and data. Upon receipt of such notice, Superion's obligation will be to re-perform the particular Professional Services affected as soon as commercially reasonable at no additional charge.
- 12.3. Support Services Representation and Warranty. Superion represents, warrants, and covenants to Customer that during the Term, Superion will perform the Support Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with both generally recognized industry standards for similar services, and the specific guidance for support found in Exhibit 2, and will devote adequate resources to meet its obligations under this Agreement. If Customer reasonably believes that any Support Services failed to meet this warranty, they will follow their preferred escalation path outlined in the Support Standards below, including receipt of service credit.
- 12.4. **DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS LIMITED WARRANTIES SET FORTH ABOVE, SUPERION MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE SOLUTIONS, PROFESSIONAL SERVICES, SUPPORT SERVICES, AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT SUPERION DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHER, INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE, AND SPECIFICALLY DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. FURTHER, SUPERION EXPRESSLY DOES NOT WARRANT THAT ANY SOLUTIONS, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE SOLUTIONS OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN SUPERION PERSONNEL, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE TO THE EXTENT EXPRESSLY SET FORTH IN THE DOCUMENTATION. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS-IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER. THIS AGREEMENT DOES NOT AMEND, OR MODIFY SUPERION'S WARRANTIES UNDER ANY AGREEMENT OR ANY CONDITIONS, LIMITATIONS, OR RESTRICTIONS THEREOF.**

13. **Notices.** All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when delivered personally, sent by United States registered or certified mail, return receipt requested; transmitted by facsimile or email confirmed by United States first class mail, or sent by overnight courier. Notices must be sent to a Party at its address shown below, or to such other place as the



Party may subsequently designate for its receipt of notices in writing by the other Party.

If to Superion: **Superion**
1000 Business Center Dr.
Lake Mary, FL.
Phone: 407-304-3235 **email: info@Superion.com**
Attention: Contracts Department / General Counsel

If to Customer: **Taylor Police Department**
500 S. Main Street
Phone: *512-352-5551 **email: *henry.fluck@taylortx.gov**
Attention: *Chief Henry Fluck

14. Force Majeure.

- 14.1. No Breach or Default. Neither Party will be liable to the other for any failure or delay in fulfilling or performing any term of this Agreement (except for any payment obligation) when and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control (a "**Force Majeure Event**"), including Acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, national or regional emergency, riot or other civil-unrest, labor disruption, acts and omissions of third parties, governmental and judicial action (including embargoes, export or import restrictions) not the fault of the Party failing or delaying in performance.
- 14.2. Affected Party Obligations. In the event of any failure or delay caused by a Force Majeure Event, the affected Party shall give prompt written notice to the other Party stating the period of time the occurrence is expected to continue and use commercially reasonable efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

15. Mutual Indemnification.

- 15.1. Superion Indemnification. Superion shall indemnify, defend, and hold harmless Customer and Customer's officers, elected officials, directors, employees, agents, successors, and assigns from and against any and all losses incurred by or resulting from any Action by a third party (other than an Affiliate of Customer) that Customer's use of the Solutions in accordance with this Agreement infringes or misappropriates such third party's US Intellectual Property Rights, US patents, copyrights, or trade secrets. The foregoing obligation does not apply to the extent that the alleged infringement arises from:
- 15.1.1. Third-Party Materials or Customer Data;
 - 15.1.2. access to or use of the Solutions in combination with any hardware, system, software, network, or other materials or service not provided or specified for Customer's use in the Documentation;
 - 15.1.3. modification of the Solutions other than: by or on behalf of Superion or with Superion's written approval in accordance with Superion's written specification;
 - 15.1.4. failure to timely implement any modifications, upgrades, replacements, or enhancements made available to Customer by or on behalf of Superion; or
 - 15.1.5. act, omission, or other matter described in Section 15.2 below, whether or not the same results in any Action against or losses by any Superion Indemnitee.
- 15.2. Customer Indemnification. Customer shall indemnify, defend, and hold harmless Superion and its officers, directors, employees, agents, successors, and assigns from and against any and all losses incurred by Superion resulting from any Action by a third party (other than an Affiliate of Superion) that arise out of or result from, or are alleged to arise out of or result from:
- 15.2.1. Customer Data, including any Processing of Customer Data by or on behalf of Superion in accordance with this Agreement;
 - 15.2.2. Gross negligence or more culpable act or omission (including recklessness or willful misconduct) by Customer, any Authorized User, or any third party on behalf of Customer or any Authorized User, in connection with this Agreement.
- 15.3. Procedure. Each party shall promptly notify the other party in writing of any Action for which such party believes it is entitled to be indemnified. The party seeking indemnification shall cooperate with the other party at that party's sole cost and expense. The indemnitor shall promptly assume control of the defense and shall employ counsel of its choice that is reasonably acceptable to the indemnitee to handle and defend the same.



- 15.4. Sole Remedy. THIS SECTION SETS FORTH CUSTOMER'S SOLE REMEDIES AND SUPERION'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SOLUTIONS OR SUBJECT MATTER OF THIS AGREEMENT INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

16. Termination. This Agreement may be terminated:

- 16.1. For cause by either Party. By written notice to the other Party, if the other Party materially breaches this Agreement and: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach.
- 16.2. For lack of payment. By written notice to Customer, if Customer's failure to pay amounts due under this Agreement has continued more than ninety (90) days after delivery of written notice of non-payment.
- 16.3. Budgetary Appropriations. Superion acknowledges that continued performance and funding is dependent upon amounts being budgeted, appropriated, or otherwise legally available to the Customer in the future. Customer represents and warrants to Superion that it has appropriated sufficient funds due to Superion under this Agreement and hereby certifies that it will make appropriate requests for budget appropriations to meet continued obligations herein in subsequent fiscal years. If a funding or budgetary issue arises, Customer agrees to notify Superion as soon as commercially reasonable. If Superion and Customer cannot resolve the funding issue within ninety (90) days, the Agreement will terminate, with Customer to pay Superion any amounts owed for goods and services provided prior to termination of the Agreement.

17. Effect of Termination or Expiration. On the expiration or earlier termination of this Agreement:

- 17.1. all rights, licenses, and authorizations granted to Customer hereunder will immediately terminate and Customer shall immediately cease all use of and other activities with respect to Superion's Confidential Information relating to the Solutions, and within thirty (30) days deliver to Superion, or at Superion's request destroy and erase Superion's Confidential Information from all systems Customer directly or indirectly controls; and
- 17.2. all licenses, access or subscription fees, services rendered but unpaid, and any amounts due by Customer to Superion of any kind are immediately payable and due no later than thirty (30) days after the effective date of the termination or expiration, including anything that accrues within those thirty days.
- 17.3. The provisions set forth in the following sections, and any other right or obligation of the parties in this Agreement that, by its nature (including but not limited to: Use Restrictions, Confidential Information, Warranty Disclaimers, Mutual Indemnifications & Limitations of Liability), should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement.
- 17.4. Return of Customer Data. If Customer requests in writing at least 10 days prior to the effective date of expiration or earlier termination of this Agreement, Superion shall within 60 days following such expiration or termination, deliver to Customer in Superion's standard format the then most recent version of Customer Data maintained by Superion, provided that Customer has at that time paid all Fees then outstanding and any amounts payable after or as a result of such expiration or termination.
- 17.5. Deconversion. In the event of (i) expiration or earlier termination of this Agreement, or (ii) Customer no longer purchasing certain Solutions (including those indicated to be Third-Party Materials), if Customer requests assistance in the transfer of Customer Data to a different vendor's applications ("Deconversion"), Superion will provide reasonable assistance. Superion and Customer will negotiate in good faith to establish the relative roles and responsibilities of Superion and Customer in effecting Deconversion, as well as the appropriate date for completion. Superion shall be entitled to receive compensation for any additional consultation, software and documentation required for Deconversion on a time and materials basis at Superion's then standard rates.

18. Assignment. Customer shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without Superion's prior written consent, which consent Superion may give or withhold in its sole discretion. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation, or reorganization involving Customer (regardless of whether Customer is a surviving or disappearing entity) will be deemed to be a transfer of rights, obligations, or performance under this Agreement for which Superion's prior written consent is required. No delegation or other transfer will relieve Customer of any of its obligations or performance under this Agreement. Any purported assignment, delegation or transfer in violation of this Section is void. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.



- 19. No Waiver.** A Party's failure to enforce its rights with respect to any single or continuing breach of this Agreement will not act as a waiver of the right of that Party to later enforce any such rights or to enforce any other or any subsequent breach.
- 20. Jurisdiction and Governing Law.** This Agreement and any dispute or claim arising, directly or indirectly, out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) is governed by, and shall be construed and enforced in accordance with, the laws of the State of Texas excluding choice of law. Each party irrevocably (i) agrees that a County or Circuit Court in the appropriate Judicial Circuit, in and for Williamson County, Texas, or the United States District for the Western District of Texas, shall have exclusive jurisdiction to settle any dispute, controversy or claim arising, directly or indirectly, out of or in connection with this Agreement, or the breach, termination or validity thereof (including non-contractual disputes or claims) and that such court shall be the proper venue therefor; (ii) waives the right to trial by jury, (iii) consents to service of process by first class certified mail, return receipt requested, postage prepaid, to the address at which the party is to receive notice and (iv) agrees that the prevailing party shall be entitled to recover its reasonable attorney's fees, court costs and other legal expenses from the other party.
- 21. Severability.** If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from the Agreement and the remaining provisions of the Agreement will remain in full force and effect.
- 22. LIMITATIONS OF LIABILITY.**
- 22.1. **LIMITED LIABILITY OF SUPERION.** SUPERION'S LIABILITY IN CONNECTION WITH THE SERVICES, IMPROVEMENTS OR ANY OTHER MATTER RELATING TO THIS AGREEMENT WILL NOT EXCEED THE FEES THAT CUSTOMER ACTUALLY PAID TO SUPERION IN CONNECTION WITH THIS AGREEMENT FOR THE INITIAL TERM OR RENEWAL TERM WHEN THE RELEVANT ACTIONS LEADING TO SUCH LIABILITY AROSE. IN ANY EVENT, SUPERION SHALL NOT BE LIABLE FOR ANY LOSSES RESULTING FROM THE CRIMINAL ACTS OF THIRD PARTIES.
- 22.2. **EXCLUSION OF DAMAGES.** REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL SUPERION, SUPERION PERSONNEL, SUBCONTRACTORS OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR ANY (I) LOSS OF DATA, BUSINESS, REVENUE, PROFIT, GOODWILL, OR REPUTATION, (II) BUSINESS INTERRUPTION, INCREASED COSTS, DIMINUTION IN VALUE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE; AND WHETHER OR NOT SUPERION, SUPERION PERSONNEL, SUBCONTRACTORS OR SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.
- 22.3. **BASIS OF THE BARGAIN.** CUSTOMER ACKNOWLEDGES THAT SUPERION HAS SET ITS FEES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.
- 23. Third-Party Materials.** Customer is hereby advised that Superion provides front-line support services for third parties, but these third parties assumes all responsibility for and liability in connection with the Third-Party Materials. Superion is not authorized to make any representations or warranties that are binding upon the third party or to engage in any other acts that are binding upon the third party, excepting specifically that Superion is authorized to represent the fees for the Third-Party Materials as the same is provided for in the Agreement and to accept payment of such amounts from Customer on behalf of the third party for as long as such third party authorizes Superion to do so. As a condition precedent to installing or accessing any Third-Party Materials, Customer may be required to execute a click-through, shrink-wrap EULA or similar agreement provided by the Third-Party Materials provider.
- 24. Entire Agreement; Amendment and Modification.** This Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. Any purchase order, agreement, or other ordering document issued by Customer at any time for any reason, will not modify or affect this Agreement nor have any other legal effect notwithstanding the inclusion of any additional or different terms or conditions in any such ordering document and shall serve only the purpose of identifying the products or services ordered. No modification of this Agreement will be effective unless it is in writing, is signed by each Party, and expressly provides that it amends this Agreement. Notwithstanding any language to the contrary herein, numbered Add-On Quotes on Superion letterhead issued by authorized Superion representatives and signed by Customer



shall constitute an amendment to this Agreement.

- 25. No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person any legal or equitable right, benefit, or remedy of any nature under or by reason of this Agreement.
- 26. Counterparts.** This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
- 27. Cooperative Purchases.** This Contract may be used by other government agencies. Superion has agreed to offer similar services to other agencies under the same terms and conditions as stated herein except that the compensation may be negotiated between Superion and other agencies based on the specific revenue expectations, agency reimbursed costs, and other agency requirements. The Customer will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchases by such agencies.
- 28. Incorporated Exhibits to this Agreement:**
- 28.1. Exhibit 1 – Project Cost Summary
 - 28.2. Exhibit 2 - Maintenance & Support Standards
 - 28.3. Exhibit 3 – Travel Expense Guidelines
 - 28.4. Exhibit 4 – Insurance Requirements





EXHIBIT 1

Project Cost Summary

License Fees & Maintenance

Product Name	Quantity	License Fee	Maintenance
ONESolution Computer-Aided Dispatch System *	1	17,344.00	2,775.04
ONESolution CAD Client AVL License *	1	3,000.00	480.00
ONESolution CAD Resource Monitor Display License With Maps *	1	1,500.00	240.00
ONESolution CAD to ONESolution CAD Base Interface	1	7,500.00	1,200.00
ONESolution Pagegate Interface	1	1,000.00	160.00
ONESolution CAD Roster *	1	4,500.00	720.00
ONESolution Records Management System *	1	9,950.00	1,592.00
ONESolution Asset Management *	1	800.00	128.00
ONESolution Daily Activity *	1	800.00	128.00
ONESolution Incode Court to RMS Interface	1	7,500.00	1,200.00
ONESolution Property & Evidence *	1	2,200.00	352.00
ONESolution Residential Security Watch *	1	800.00	128.00
ONESolution RMS Training Module *	1	1,400.00	224.00
ONESolution CA Brazos Technologies Citation Import Interface	1	15,500.00	2,480.00
ONESolution AVL Server Host License *	1	13,200.00	2,112.00
ONESolution Freedom Premium *	1	2,000.00	320.00
ONESolution Freedom Server Software *	1	3,500.00	560.00
ONESolution MCT Client AVL License *	1	500.00	80.00
ONESolution MCT Client-Digital Dispatch *	1	4,000.00	640.00
ONESolution MFR Client *	1	4,000.00	640.00
ONESolution MFR Client-MOBLAN Version *	1	800.00	128.00
ONESolution State/NCIC Messaging Software *	1	7,500.00	1,200.00
ONESolution Mobile Server Software *	1	4,500.00	720.00
ONESolution Mobile Field Reporting Server *	1	4,500.00	720.00
ONESolution RMS OpCenter	1	3,000.00	480.00
ONESolution CAD OpCenter	1	3,000.00	480.00
ONESolution Dashboard	1	5,000.00	1,000.00
ONESolution Crime Analysis Plus *	1	5,700.00	1,140.00
Products with * are Site Licensed Products.	Total	134,994.00	22,027.04

Professional Services

Installation & Configuration

Product Name	Amount
ONESolution Computer-Aided Dispatch Installation	13,300.00
ONESolution Records Management Installation	23,275.00
ONESolution Mobiles Management Installation	21,700.00
ONESolution MFR Client-Property & Evidence Voucher	1,400.00
ONESolution Switch to Switch	5,600.00
ONESolution Internet Management Installation PS	2,800.00
ONESolution Public Safety & Justice Map Services	12,600.00
Enterprise All Other Installation PS	2,800.00
Total	83,475.00

Development & Conversion

Product Name	Amount
RMS Data Conversion	47,200.00
Total	47,200.00

Training

Product Name	Amount
ONESolution Computer-Aided Dispatch Training	20,800.00
ONESolution Records Management Training	52,000.00
ONESolution Mobiles Management Training	48,960.00
ONESolution MFR Client-Property & Evidence Voucher	640.00
ONESolution Internet Management Training PS	1,280.00
Enterprise All Other Training PS	640.00

Note: Pricing for Professional Services is a good faith estimate based on the information available to Superior at the time of execution of this Agreement. The total amount that Customer may pay for these services can vary based on the actual number of hours required to complete the services. If required, additional services will be provided on a time and materials basis at hourly rates equal to Superior's then-current list price rates for the services at issue.

Total	124,320.00
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Project Management

Product Name	Amount
ONESolution Computer-Aided Dispatch Project Management	12,000.00
ONESolution Records Management Project Management	21,760.00
ONESolution Mobiles Management Project Management	15,680.00
ONESolution MFR Client-Property & Evidence Voucher	160.00
ONESolution Switch to Switch	1,440.00
ONESolution Internet Management Project Management PS	960.00
RMS Data Conversion	1,920.00
ONESolution Public Safety & Justice Map Services	3,200.00
Enterprise All Other Project Management PS	800.00

Total	57,920.00
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Total Professional Services	312,915.00
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Travel & Living Expenses

Product Name	Amount
Public Safety Travel & Living Expenses Estimate	40,000.00

Total	40,000.00
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Summary

Product/Service	Amount	
License Fees	134,994.00	
Professional Services	312,915.00	
Subtotal	447,909.00	USD
Total Excluding Maintenance	447,909.00	USD
Net Maintenance	22,027.04	USD
Total with Maintenance	469,936.04	USD
Travel & Living Estimate	40,000.00	USD
Total with Maintenance & Travel & Living Estimate	509,936.04	USD

See Product notes in the Additional Information Section

Comments:

Training includes 1 TTT class for CAD, Mobile and RMS with System Admin Training. Implementation will also include training environments.



Purchase of ONESolution Computer-Aided Dispatch System includes the following features.

- ONESolution Computer-Aided Dispatch System
- ONESolution E911 Interface
- ONESolution CAD Map Display & Map Maintenance Software License
- ONESolution Multi-Jurisdictional Dispatch Option
- ONESolution Alpha Numeric Paging: Does not include third party paging solution or interface components to third party paging solutions.
- ONESolution Map Converter Software
- BOLO Entry and Search
- Employee
- Event History & Search
- Event Scheduler
- Message Scheduler
- Related Names
- Related Vehicles
- Situational Awareness
- Tow Rotation

ONESolution Records Management System: Purchase of ONESolution Records Management System includes the following features.

- ONESolution Records Management System
- ONESolution Crime Analysis
- ONESolution Generic Permit
- ONESolution Investigative Leads
- ONESolution RMS Map Display & Pin Mapping License
- ONESolution Multi-Jurisdictional RMS Option
- ONESolution Notification
- ONESolution Police-to-Police
- Arrest
- Case Management
- Case Supplements
- Citation -Employee
- Field Contact -Incident
- Investigator Dashboard
- Location
- Master Phone
- Names
- Property
- System Auditing
- System Logging
- Tow Impound
- Traffic Warning
- Vehicle
- Warrants

ONESolution AVL Server Host License: The option of Turn by Turn functionality is included in the ONESolution AVL Server Host License software however this feature requires specific data elements to be in the agency Maps. If requested, Superior can provide information on that data. Once an agency enters that data, a map audit is required to insure the data is correct before the Turn by Turn functionality can be used. This map audit consists of Professional Services hours with Project Management and is not included in the base map build.

ONESolution MCT Client-Digital Dispatch: Purchase of base product includes the following features. -ONESolution MCT Client-Digital Dispatch -ONESolution MCT Client-MAPS -Client access to Message Switch

ONESolution MFR Client Includes the following features:

- ONESolution MFR Client
- Case Supplements
- Field Contacts
- Incident
- Names
- Tow Impound
- Warrant Tracking

ONESolution State/NCIC Messaging Software: Purchase of base product includes the following features.

- ONESolution State/NCIC Messaging Software
- ONESolution Switch to Switch: Separate services apply.

Travel and living expenses are an estimate. Actual expenses will be charged per our current travel policy.



PAYMENT TERMS:

ONE TIME FEES

- 1) Superior License Fees are due: 50% on the Execution Date. 20% upon kickoff with negotiated Scope of Work, Technical Requirements document, Project Schedule and Implementation Plan; 20% upon completion of training, testing and go-live; 10% upon successful completion of 30 day final system acceptance period with no Priority 1 or 2 open tickets for which the 30 days will commence upon mutual agreement of remediation of Priority 1 or 2 issues. Payments are subject to the NIBRs Grant policies and rules.
- 2) Superior Professional Services Fees are due as follows:
 - a) Project Planning, Project Management, Consulting, Technical Services and Conversion are due. 50% on the Execution Date. 20% upon kickoff with negotiated Scope of Work, Technical Requirements document, Project Schedule and Implementation Plan; 20% upon completion of training, testing and go-live; 10% upon successful completion of 30 day final system acceptance period with no Priority 1 or 2 open tickets for which the 30 days will commence upon mutual agreement of remediation of Priority 1 or 2 issues. Installation and Configuration are due upon completion.
 - b) Training Fees, Travel & Living expenses and all other Professional Services are due as incurred monthly.

RECURRING FEES

- 3) Annual Support & Maintenance Fees are included with License Fees for the Initial Support Term. They are due one (1) year from the Execution Date, prior to the commencement of the first Renewal Support Term.

ANCILLARY FEES

- 4) Reimbursement of travel and living expenses will be governed by Exhibit 3 ("**Travel Expense Guidelines**") attached hereto and will be invoiced monthly in arrears and due within thirty (30) days from date of invoice.
- 5) Customer is responsible for paying all taxes relating to this Agreement permitted under applicable Texas law.
- 6) If Customer fails to make any payment when due, then Superior may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly, or, if lower, the highest rate permitted under applicable Texas law; and If such failure continues for 90 days following written notice thereof, Superior may suspend performance or access until past due amounts have been paid.



EXHIBIT 2

Support Standards

I. Support Hours: Hours During Which Superior's Telephone Support Will be Available to Customer in Connection with the Provision of Maintenance: Support Hours are twenty-four hours per day, seven days a week ("7x24").

II. Targeted Response Times.

"Notification" means a communication to Superior's help desk by means of: (i) Superior's web helpline; (ii) the placement of a telephone call; or (iii) the sending of an e-mail, in each case, in accordance with Superior's then-current policies and procedures for submitting such communications.

III. Support Terms.

Beginning on the Execution Date and continuing for twelve (12) months thereafter ("**Initial Support Term**") and upon expiration of the Initial Support Term, ongoing Support Services with customer paying for additional annual support periods, each a ("**Renewal Support Term**"). Superior will provide the ongoing Support Services described herein for the corresponding Fees outlined in Exhibit 1.

With respect to Superior's support obligations, Superior will use diligent, commercially reasonable efforts to respond to Notifications from Customer relating to the Solution identified in the Order in accordance with the following guidelines with the time period to be measured beginning with the first applicable Superior "Telephone Support" hour occurring after Superior's receipt of the Notification:

Priority	Description	Response Goal	Resolution Goal
Urgent 1	A support issue shall be considered Urgent when it produces a Total System Failure; meaning Superior's Solution is not performing a process that has caused a complete work stoppage.	Within 60 minutes of the issue being reported and a resolution planned within 24 hours.	Although resolution times vary depending on the exact issue and customer environment, Superior has a stated goal to resolve an urgent issue within 24 hours or provide a resolution plan with urgent issues within 24 hours of being reported. A resolution plan will detail the steps necessary to understand and possibly resolve the issue.
Critical 2	A support issue shall be considered Critical when a critical failure in operations occurs; meaning Superior's Solution is not performing a critical process and prevents the continuation of basic operations. Critical problems do not have a workaround. This classification does not apply to intermittent problems.	Within two hours of the issue being reported and a resolution planned within five (5) days.	
Non-Critical 3	A support issue shall be considered Non-Critical when a non-critical failure in operations occurs; meaning Superior's Solution is not performing non-critical processes, but the system is still usable for its intended purpose or there is a workaround.	Within four hours of the issue being reported.	
Minor 4	A support issue will be considered Minor when the issue causes minor disruptions in the way tasks are performed, but does not affect workflow or operations. This may include cosmetic issues, general questions, and how to use certain features of the system.	Within 24 hours of the issue being reported.	

Response timing is measured from the moment a Case number is created. As used herein a "Case number" is created when a) Superior's support representative has been directly contacted by Customer either by phone, email, in person, or through Superior's online support portal, and b) when Superior's support representative assigns a case number and conveys that case number to the Customer. Customer must provide remote access to its facility using a Superior approved remote access client so that Superior can perform the support obligations and/or services under this Agreement; and will provide appropriate security access and accounts for Superior staff and each session participant.





EXHIBIT 3

Travel Expense Guidelines

Superion will adhere to the following guidelines when incurring travel expenses:

All arrangements for travel are to be made through the Superion Corporate Travel Agent unless other arrangements have been made with the Customer and are documented in writing.

AIR TRAVEL – Superion will use the least expensive class of service available with a minimum of seven (7) day, maximum of thirty (30) day, advance purchase. Upon request, Superion shall provide the travel itinerary as the receipt for reimbursement of the airfare and any fees. Fees not listed on the itinerary will require a receipt for reimbursement.

Trips fewer than 250 miles round are considered local. Unless a flight has been otherwise approved by the Customer, Customer will reimburse the current IRS approved mileage rate for all local trips.

LODGING – Superion will use the most reasonable accommodations possible, dependent on the city. All food items, movies, and phone/internet charges are not reimbursable.

RENTAL CAR – Compact or Intermediate cars will be required unless there are three or more Superion employees sharing the car in which case the use of a full size car is authorized. Gas is reimbursable however, pre-paid gas purchases will not be authorized and all rental cars are to be returned with a full tank of gas. Upon request, receipts for car rental and gas purchases will be submitted to Customer. Superion shall decline all rental car insurance offered by the car rental agency as staff members will be covered under the Superion auto insurance policy. Fines for traffic violations are not reimbursable expenses.

OTHER TRANSPORTATION – Superion staff members are expected to use the most economical means for traveling to and from the airport (Airport bus, hotel shuttle service). Airport taxi or mileage for the employee's personal vehicle (per IRS mileage guidelines) are reimbursable if necessary. Upon request, receipt(s) for the taxi will be submitted to Customer. Proof of mileage may be required and may be documented by a readily available electronic mapping service. The mileage rate will be the then-current IRS mileage guideline rate (subject to change with any change in IRS guidelines).

OTHER BUSINESS EXPENSES – Parking at the airport is reimbursable. Tolls to and from the airport and while traveling at the Customer site are reimbursable. Tipping on cab fare exceeding 15% is not reimbursable. Porter tips are reimbursable, not exceeding \$1.00 per bag. Laundry is reimbursable when travel includes a weekend day or Company Holiday and the hotel stay is four nights or more. Laundry charges must be incurred during the trip and the limit is one shirt and one pair of pants/skirt per day. With the exception of tips, receipts shall be provided to Customer upon request for all of the aforementioned items.

MEALS – Standard per Diem. Subject to change due to cost of living.





EXHIBIT 4

Minimum Insurance Requirements

- **Workers' Compensation**, statutory limits, and Employer's Liability with limits no less than \$1,000,000.
- **Commercial General Liability insurance**, covering bodily injury and property damage liability, products & completed operations, with minimum limits \$1,000,000 each occurrence for bodily injury and property damage, \$2,000,000 general aggregate.
- **Business Auto Liability insurance**, covering any vehicle used by vendor in performance of work for Superion or around Superion's premises. Limits no less than \$1,000,000 each accident.
- **Cyber Liability Insurance**, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include claims involving infringement of intellectual property, infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.





March 20, 2019

Taylor Police Department
500 S. Main St.
Taylor, TX 76574

To Whom It May Concern:

This letter is intended to reflect that the ONESolution application software products and any interoperability modules are proprietary software solely provided by Superion, LLC. Further, Superion, LLC is the sole provider of the professional services, training, modification, and miscellaneous support of these applications. Additionally, Superion is the sole provider of data interoperability with agencies running the ONESolution product suite.

Superion, LLC is the sole owner; provider, developer and supporter of the ONESolution application software products and has full power and authority to grant the rights to license it without the consent of any other person or entity.

If you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,

John Carrozza
Contracts Specialist



City Council Meeting ***March 28, 2019***

STRATEGIC PILLAR

- ☒ Streets/Infrastructure
- ☒ Quality of Life
- ☒ Economic Vitality

Agenda Item #: 12

Agenda Title: **Receive an update on current Capital Improvement Projects**

Council Action to be taken: Receive an update on Capital Improvement Projects.

Department Submitted: Administration

Staff Contact: Jeff Jenkins, City Manager
Kelly Kaatz, HDR
Jacob Walker, HDR

1. PURPOSE/DESCRIPTION

The item provides updates on ongoing major capital improvement projects.

2. STAFF ANALYSIS (Why and How)

N/A

3. RECOMMENDATION

Receive and discuss project update

4. FUNDING SOURCE

N/A

5. TIMELINE

N/A

6. PRIOR COUNCIL ACTION TAKEN

CIP Update received from HDR on February 14, 2019.

7. OTHER OPTIONS (In order of preference)

8. ATTACHMENTS

12a [CIP Update, Power Point](#)

12b [CIP Update](#)

CIP Update

Heritage Square



Heritage Square



Skate Park





Murphy Park Pool





March 28, 2019

PROJECT UPDATES:

Heritage Square

- 1) The punch list walk-through for the project was performed on December 17 and the contractor has been working on completion of the punch list to bring the project to final completion.
- 2) The park was opened to the public on Monday, January 28.
- 3) Pay Application No. 10 was received from Baird/Williams and was processed for payment. Currently, there is \$332,663 remaining in the contract to be paid to BWC upon final completion (including retainage). Pay Application No. 11 was received from BWC and no action is being taken until additional progress is made on the punch list.
- 4) HDR requested a plan/schedule from BWC for completion of the remaining punch list items to achieve final completion.

Skate Park

- 1) Westar Construction has completed the project with the exception of some of the landscaping items (plants to arrive on April 1) and installation of the park signage which is contingent on Brent Humphrey's final plan. The shade structure installation was complete, sidewalks, retaining walls, and railings. The skate park was opened to the public on Saturday, February 9.
- 2) 3rd Street Pavement – With the relocation of City water line, Atmos gas line, and Oncor underground electric power under 3rd Street, the pavement was in extremely poor condition and warranted a rebuild in this downtown area. HDR prepared a plan for this reconstruction and pricing was received from Westar that was favorable. City Council authorized a change order in the amount of \$118,052.00 to rebuild this half-block of 3rd Street. It is recommended to be completed as part of the plan for the downtown streets funds. Westar began construction on 3rd Street 1 day after the City Council action and work is currently proceeding toward a May, 2019 completion date.

4th Street Pedestrian Crossing

- 1) A plan was prepared for the pedestrian crossing across 4th Street to connect the two parks (Heritage Square and Skate Park). The project was advertised for bids and bids were opened on March 20, 2019. A recommendation for award is being prepared and

is expected to be presented to City Council on March 28th. The proposed plan for the pedestrian crossing is a Rectangular Rapid Flashing Beacon.

Dickey-Givens Community Center

- 1) City Council authorized the selection of Reliance Architecture for design of the Dickey-Givens Community Center on February 14, 2019. An agreement was executed with Reliance Architecture on March 13 and a kick-off meeting was held on March 20 at the existing building. Reliance Architecture will be preparing for its first design coordination meeting to be scheduled in the next few weeks. We are still awaiting final word on the remaining grant funding needed to deliver the project (i.e. Meadows Foundation (\$150,000) and the Livingston Foundation (\$10,000)).

2019 Street Maintenance Plan

- 1) 2019 Street Maintenance Plan will now begin with identification of street segments

Gateway Signage

- 1) Property acquired on SH79 on west side of the City.
- 2) Design and property survey completed for the site.
- 3) Geotechnical investigation for the sign foundation design completed by Raba-Kistner Consultants, Inc.
- 4) SEC Planning is completing the final design of the sign and preparing construction plans for bid in late March.
- 5) Oncor has brought power to the site and City staff are coordinating to have an irrigation meter set for the project.

3rd Street Improvements (CDBG Grant).

- 1) HDR is coordinating with Judy Langford on the grant requirements and implementation schedule. The estimated costs for 3rd Street Improvements exceed the grant funding available, so HDR is including 3rd Street with the overall 2019 Infrastructure Bond to identify project phasing limits and funding.

Amtrak Station Grant

- 1) Grant application was approved by City Council and submitted by Judy Langford. Awaiting decision on award.

Justice Center

- 1) HDR provided architectural planning services for planning/concepts and interviews. Planning sessions were conducted in September/October and an initial space plan was drafted. Initial cost estimates indicate that this space plan will exceed the City's proposed budget that was identified in the CIP.
- 2) Alternative sites have been identified and the next step will be to review these sites with City staff and develop a plan to evaluate them.

Murphy Park Pool

- 1) HDR assisted City Parks & Recreation staff in preparing bid documents for rehabilitation of Murphy Park Pool. The project includes replacing mastic on angle from the pool to the deck, grinding concrete joints to eliminate trip hazards, replacing failed sections of deck concrete, replacing the beach entry, and removing the surface and installing a new surface on the entire deck.
- 2) Bids were opened on 2/19/19 and the contract was awarded in the amount of \$115,396.88 to Progressive Commercial Aquatics. Work is on-going. Completion of the work is scheduled for 5/24/19.

Downtown Streets Project

- 1) HDR presented an exhibit and cost estimate for necessary improvements to the street segments located in the downtown area at the 10/25 City Council meeting. Next steps are to discuss City priorities in the downtown area and identify street segments to move forward with to design and construction.
- 2) HDR will present recommended street segments this summer once Skate Park, 4th Street Pedestrian Improvements, and 3rd Street Change Order are complete in order to advance an accurate budget for the project.

2019 Infrastructure Bond

City Council approved the proposed project list for the 2019 Infrastructure Bond on 3/14/2019. Design proposals currently are being developed for the projects.

Streets

- 1) 3rd Street (Shaw to Davis)
- 2) N. Lynn Street (W. Lake to Gilmore) (*Gilmore to Davis as funds allow*)
- 3) W. Lake Drive (Carlos Parker to Old Georgetown)
- 4) Wabash Street (South Main to Beech)

MDUS

- 1) Edmond Street Phase 2
- 2) Edmond Street Phase 3
- 3) 1st/Royal/Walnut
- 4) McLain Street

Utilities

- 1) Wastewater Treatment Plant – Replace Influent Pumps & Valves
- 2) Wastewater Treatment Plant – Launder Replacement
- 3) Water & Wastewater Trouble Areas and Point Repairs
- 4) Wastewater Lift Station Portable Generator

GIS Update

- 1) Project kick-off meeting was held on January 24th, 2019.
- 2) HDR has updated basic maps and held map update workshop with City Staff.
- 3) HDR has helped the City setup ARC GIS online through ESRI and is having the next workshop on 3/27/2019.
- 4) HDR is in the process of cleaning up data sets for W/WW, Zoning, CCN limits, City Limits, ETJ, and others.
- 5) HDR has requested survey proposal for the WW manhole survey
- 6) HDR would like to bring on Texas State University to assist with datasets that they previously worked on with the City.

Water & Wastewater Models & Master Plans

- 1) Held kick-off meeting for master plans on 2/26/2019
- 2) Facilitated workshop with Public Works staff to identify known problem areas and update GIS maps for missing and incorrect data on 3/5/2019
- 3) Gathering existing water and wastewater data to build into model



City Council Meeting March 28, 2019

STRATEGIC PILLAR

☒ Streets/Infrastructure

☐ Quality of Life

☐ Economic Vitality

Agenda Item #: 13

Agenda Title: **Consideration and Possible Action on Bid Award
for the 4th Street Pedestrian Improvements Project**

Council Action to be taken: Approval of award to Lone Star Sitework, LLC and authorization for City Manager to enter into a contract.

Department Submitted: Public Works

Staff Contact: Jim Gray, Public Works Director
Jacob Walker, HDR

1. PURPOSE/DESCRIPTION

This item is related to the contract award for 4th Street Pedestrian Improvement Project to install a Rectangular Rapid Flashing Beacon (RRFB) pedestrian operated signal facility with a raised median refuge island to connect Heritage Square Park and Pierce Park safely across 4th Street.

2. STAFF ANALYSIS (Why and How)

HDR began studying the pedestrian crossing of 4th Street at Porter Street in June 2018 as a required element of the Texas Parks and Wildlife Department grant for Heritage Square and the Skate Park (Pierce Park).

HDR's traffic engineer conducted pedestrian crossing count and studied traffic operations at this intersection in July 2018. She analyzed appropriate cross walk implementations for this specific location, which resulted in recommending the RRFB and refuge island application. The final memo is attached with HDR's findings.

HDR coordinated necessary approvals for this application with agencies such as TxDOT and FHWA, and began designing the plan set in January 2019. The final plan set is attached.

The project advertised to bid on March 3, 2019, and bids were opened on March 20, 2019. There were two responsive bidders for the project: Westar Construction, Inc. and Lone Star Sitework, LLC; their bids were \$153,922.00 and 143,678.20 respectively.

See table below for the summary of bid documents and bid prices received.

Contractor	Bid Bond Provided & Signed	Bid Proposal Submitted & Signed	Qualification for Award	Bid Price
Lone Star Sitework, LLC	Yes	Yes	Yes	\$143,678.20
Westar Construction, Inc.	Yes	Yes	Yes	\$153,922.00

Based on the evaluation (see attachment), Lone Star Sitework, LLC was ranked highest with a score of 87 and Westar Construction, Inc. was ranked second with a score of 81.9.

HDR conducted reference checks with General Contractors and a municipality that has contracted with Lone Star Sitework, LLC and the responses were very favorable on their performance. Lone Star Sitework, LLC will self perform with its own crews concrete, paving, and site work while subcontracting traffic control, striping, and electrical. Lone Star and the presented subcontractors are reputable and have an extensive history of a number of park projects in Central Texas. They have strong relevant street work experience in the type of work for the 4th Street Pedestrian Improvements Project.

Both respondents are capable of performing the work for the project and their bids are within a small margin. Based on the information presented, HDR recommends the City of Taylor accept the bid of Lone Star Sitework, LLC in the amount of \$143,678.20.

3. RECOMMENDATION

Recommend council approve \$143,678.20 budget for 4th Street Pedestrian Improvements Project and award contract to Lone Star Sitework, LLC.

4. FUNDING SOURCE

Downtown Streets Funding - Bond Funds remaining from 2013 Bond Issuance.

5. TIMELINE

Staff requests Council to approve the budget and contract award. If approved, the contractor will

- Notice of Award – March 29th
- Executed Contract, Bonds, and Proof of Insurance – April 2nd
- Notice to Proceed – April 3rd
- Substantial Completion – May 31st
- Final Completion – July 1st

6. PRIOR COUNCIL ACTIONS TAKEN

N/A

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

1. Award contract to Westar Construction, Inc.
2. Reject both bidders

8. ATTACHMENTS

13a [Recommendation of Award letter from HDR with supporting documents](#)

13b [Final 4th Street Pedestrian Improvement Plan Set](#)

13c [Final Memo with RRFB recommendation](#)



March 21, 2019

Mr. Jeff Jenkins
Interim City Manager
City of Taylor 400
Porter Street
Taylor, TX 76574

RE: 4th Street Pedestrian Improvement Project
Recommendation to Award

Dear Mr. Jenkins,

On March 20, 2019, bids were opened for the 4th Street Pedestrian Improvements Project. The project includes construction of the improvements for the TPWD grant required crosswalk connecting Heritage Park to the Skate Park at the intersection of Porter Street and 4th Street. The project includes concrete and paving work; removal of existing concrete materials; minor grading and earthwork; sidewalk, curb and gutter, pedestrian ramps, asphalt, roadway striping, traffic signs, electrical wiring, RRFB traffic signals, and traffic control. Two bids were received from Westar Construction, Inc (Georgetown, TX) and Lone Star Sitework, LLC (Wimberley, TX) in the amounts of \$153,922.00 and \$143,678.20, respectively. Both bids were deemed responsive to the invitation to bid.

An evaluation of the bids was performed based on the scoring criteria identified in the Instructions to Respondents which is summarized below:

Background, Experience, Qualifications, Safety	30 points
Proposed Plan, Schedule & Quality Control Program	30 points
Price	40 points
Total	100 points

Based on the evaluation (see attachment), Lone Star Sitework, LLC was ranked highest with a score of 87 and Westar Construction, Inc. was ranked second with a score of 81.9.

HDR conducted reference checks with General Contractors and a municipality that has contracted with Lone Star Sitework, LLC and the responses were very favorable on their performance. Lone Star Sitework, LLC will self perform with its own crews concrete, paving, and site work while subcontracting traffic control, striping, and electrical. Lonestar and the presented subcontractors are reputable and have an extensive history of a number of park projects in Central Texas. They have strong relevant street work experience in the type of work for the 4th Street Pedestrian Improvements Project.

Both respondents are capable of performing the work for the project and their bids are within a small margin. Based on the information presented, HDR recommends the City of Taylor accept the bid of Lone Star Sitework, LLC in the amount of \$143,678.20.

Mr. Jeff Jenkins
March 21, 2019
Page 2

If the City of Taylor concurs with the recommendation, we will prepare the Notice of Intent to Award and other contract documents to be forwarded to Lone Star Sitework, LLC for execution to expedite project construction.

Sincerely,

HDR Engineering, Inc.

A handwritten signature in blue ink that reads "Jacob E. Walker, PE". The signature is written in a cursive, flowing style.

Jacob E. Walker, P.E.

cc: Jim Gray
Kelly Kaatz, P.E.

Attachments:

- Bid Tabulation
- Composite Scoring for Respondents
- Lone Star Sitework, LLC, LLC – Bid Package Submittal
- Westar Construction, Inc. – Bid Package Submittal



City of Taylor, Texas
4th Street Pedestrian Improvements Project
Bids Opened March 20, 2019



Bidder				Westar Construction		Lone Star Site Work	
Attachments:							
Acknowledgement of Addenda				N/A		N/A	
Bid Security				Yes		Yes	
Bid item #	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price
104 6022	REMOVING CONC (CURB AND GUTTER)	30	LF	\$17.00	\$ 510.00	\$30.20	\$ 906.00
104 6032	REMOVING CONC (WHEELCHAIR RAMP)	32	SY	\$54.00	\$ 1,728.00	\$54.60	\$ 1,747.20
105 6039	REMOVE STAB BASE AND ASPH PAV (6"-20")	69	SY	\$38.00	\$ 2,622.00	\$41.50	\$ 2,863.50
132 6003	EMBANKMENT (FINAL)(ORD COMP)(TY B)	9	CY	\$145.00	\$ 1,305.00	\$635.60	\$ 5,720.40
160 6003	FURNISHING AND PLACING TOPSOIL (4")	76	SY	\$8.00	\$ 608.00	\$43.40	\$ 3,298.40
162 6002	BLOCK SODDING	76	SY	\$8.00	\$ 608.00	\$19.30	\$ 1,466.80
168 6001	VEGETATIVE WATERING	3	MG	\$400.00	\$ 1,200.00	\$300.00	\$ 900.00
416 6030	DRILL SHAFT (TRF SIG POLE)(24 IN)	18	LF	\$400.00	\$ 7,200.00	\$250.00	\$ 4,500.00
432 6002	RIPRAP (CONC)(5 IN)	5	CY	\$600.00	\$ 3,000.00	\$726.60	\$ 3,633.00
500 6001	MOBILIZATION	1	LS	\$11,000.00	\$ 11,000.00	\$20,000.00	\$ 20,000.00
502 6025	BARRICADES, SIGNS AND TRAFFIC HANDLING	1	LS	\$4,000.00	\$ 4,000.00	\$12,937.50	\$ 12,937.50
506 6035	SANDBAGS FOR EROSION CONTROL	12	EA	\$45.00	\$ 540.00	\$15.00	\$ 180.00
506 6042	BIODEG EROSN CONT LOGS (INSTL)(18")	30	LF	\$33.00	\$ 990.00	\$20.00	\$ 600.00
506 6043	BIODEG EROSN CONT LOGS (REMOVE)	30	LF	\$3.00	\$ 90.00	\$8.00	\$ 240.00
528 6004	LANDSCAPE PAVERS	32	SY	\$126.00	\$ 4,032.00	\$214.90	\$ 6,876.80
529 6008	CONC CURB & GUTTER (TY II)	166	LF	\$27.00	\$ 4,482.00	\$35.10	\$ 5,826.60
531 6001	CONC SIDEWALKS (4")	6	SY	\$108.00	\$ 648.00	\$72.50	\$ 435.00
531 6016	CURB RAMPS (TY 21)	1	EA	\$6,000.00	\$ 6,000.00	\$1,650.00	\$ 1,650.00
531 6040	CURB RAMPS (TY 3)(MOD)	1	EA	\$1,300.00	\$ 1,300.00	\$1,250.00	\$ 1,250.00
618 6046	CONDT (PVC)(SCH 80)(2")	70	LF	\$32.00	\$ 2,240.00	\$18.75	\$ 1,312.50
618 6053	CONDT (PVC)(SCH 80)(3")	25	LF	\$44.00	\$ 1,100.00	\$26.80	\$ 670.00
618 6070	CONDT (RM)(2")	30	LF	\$95.00	\$ 2,850.00	\$87.50	\$ 2,625.00
618 6054	CONDT (PVC)(SCH 80)(3")(BORE)	70	LF	\$195.00	\$ 13,650.00	\$54.00	\$ 3,780.00
620 6004	ELEC CONDR (NO. 12) INSULATED	130	LF	\$2.75	\$ 357.50	\$1.40	\$ 182.00
620 6007	ELEC CONDR (NO. 8) BARE	160	LF	\$4.05	\$ 648.00	\$1.60	\$ 256.00
624 6002	GROUND BOX TY A (122311) W/ APRON	4	EA	\$1,600.00	\$ 6,400.00	\$970.00	\$ 3,880.00
628 6251	ELC SRV TY D 120/240 100 (NS) SS(N) SP(U)	1	EA	\$8,100.00	\$ 8,100.00	\$6,960.00	\$ 6,960.00
636 6001	ALUMINUM SIGNS (TY A)	51	SF	\$58.50	\$ 2,983.50	\$28.00	\$ 1,428.00
644 6001	IN SM RD SN SUP&AM TY10BWG (1) SA (P)	1	EA	\$750.00	\$ 750.00	\$890.00	\$ 890.00
644 6004	IN SM RD SN SUP&AM TY10BWG (1) SA (T)	1	EA	\$750.00	\$ 750.00	\$950.00	\$ 950.00
644 6009	IN SM RD SN SUP&AM TY10BWG (1) SB (P)	2	EA	\$750.00	\$ 1,500.00	\$980.00	\$ 1,960.00
644 6012	IN SM RD SN SUP&AM TY10BWG (1) SB (T)	1	EA	\$750.00	\$ 750.00	\$1,035.00	\$ 1,035.00
644 6071	RELOCATE SM RD SN SUP&AM TY TWT	1	EA	\$550.00	\$ 550.00	\$650.00	\$ 650.00
658 6050	INSTL OM ASSM (OM-2Z)(FLX) SRF	1	EA	\$1,000.00	\$ 1,000.00	\$120.00	\$ 120.00
666 6047	REFL PAV MRK TY I (W)24"(SLD)(090MIL)	60	LF	\$15.00	\$ 900.00	\$8.60	\$ 516.00
666 6101	REF PAV MRK TY I (W)36"(YLD TRI)(090MIL)	12	EA	\$110.00	\$ 1,320.00	\$109.00	\$ 1,308.00
666 6167	REFL PAV MRK TY II (W)4"(BRK)	140	LF	\$3.00	\$ 420.00	\$0.58	\$ 81.20
666 6170	REFL PAV MRK TY II (W)4"(SLD)	560	LF	\$3.00	\$ 1,680.00	\$0.58	\$ 324.80
666 6182	REFL PAV MRK TY II (W)24"(SLD)	60	LF	\$9.00	\$ 540.00	\$6.20	\$ 372.00
666 6199	REFL PAV MRK TY II (W)36"(YLD TRI)	12	EA	\$125.00	\$ 1,500.00	\$86.00	\$ 1,032.00
666 6207	REFL PAV MRK TY II (Y)4"(SLD)	1,160	LF	\$3.00	\$ 3,480.00	\$0.58	\$ 672.80
666 6299	RE PM W/RET REQ TY I (W)4"(BRK)(090MIL)	140	LF	\$4.00	\$ 560.00	\$1.70	\$ 238.00
666 6302	RE PM W/RET REQ TY I (W)4"(SLD)(090MIL)	560	LF	\$4.00	\$ 2,240.00	\$1.70	\$ 952.00
666 6314	RE PM W/RET REQ TY I (Y)4"(SLD)(090MIL)	1,160	LF	\$7.00	\$ 8,120.00	\$1.70	\$ 1,972.00
672 6007	REFL PAV MRKR TY I-C	8	EA	\$50.00	\$ 400.00	\$17.80	\$ 142.40
677 6001	ELIM EXT PAV MRK & MRKS (4") (BLASTING METHOD)	1,334	LF	\$4.00	\$ 5,336.00	\$5.20	\$ 6,936.80
678 6001	PAV SURF PREP FOR MRK (4")	1,860	LF	\$1.00	\$ 1,860.00	\$0.29	\$ 539.40
678 6008	PAV SURF PREP FOR MRK (24")	60	LF	\$1.00	\$ 60.00	\$1.73	\$ 103.80
678 6023	PAV SURF PREP FOR MRK (36")(YLD TRI)	12	EA	\$25.00	\$ 300.00	\$40.25	\$ 483.00
678 6033	PAV SURF PREP FOR MRK (RPM)	8	EA	\$25.00	\$ 200.00	\$7.50	\$ 60.00
684 6014	TRF SIG CBL (TY A)(12 AWG)(9 CONDR)	147	LF	\$12.00	\$ 1,764.00	\$6.90	\$ 1,014.30
6200 6001	RAPID FLASH BEACON	3	EA	\$9,250.00	\$ 27,750.00	\$8,400.00	\$ 25,200.00
TOTAL BID					\$ 153,922.00		\$ 143,678.20
I, Jacob Walker, P.E. do hereby certify that the bid tabulation is accurate and true.							
Signature:				Date:	3/21/2019		

City of Taylor
4th Street Pedestrian Improvements Project

Evaluation Criteria		Contractor	
		Westar Construction	Lone Star Sitework
Submitted Bid Bond		Yes	Yes
Bid Price Submitted		\$ 153,922.00	\$ 143,678.20
% Difference to Low Bid		7.1%	-
Amount Difference to Low Bid		\$ 10,243.80	-
TOTAL SCORE		81.9	87
		Max Points	
Price Criteria Score (Low Bid=40 pts, 1pt less per % difference)		40	32.9
Background, Experience, Qualifications, and Safety Program		30	28
a	Current business organizational structure, type of business structure; stability of organization	4	4
b	Number of years performing construction-contracting work under current name and/or previous business name(s)	4	4
c	Availability of equipment and facilities	4	4
d	Summarize your FIRM'S experience and competence relevant to the proposed project. Briefly describe three (3) completed projects that demonstrate your capabilities to perform this work.	4	5
e	Provide qualifications and experience of the CONSTRUCTION TEAM that will be directly involved in the Project, including their experience with similar projects, the number of years with the FIRM, and their city(s) of residence. Include as applicable; Project Managers, Superintendents, Assistant Project Managers and Superintendents, Expeditors, Project Scheduler, Quality Control Inspectors, Safety Coordinator.	5	3
f	Identify and describe the CONSTRUCTION TEAM'S past experience for providing construction services that are MOST RELATED TO THIS PROJECT within the last five (5) years. List the projects in order of priority, with the most relevant project listed first. Provide the following information for each project listed: 1. Project name, amount, location, and description 2. Final construction cost 3. Name of Project Manager (individual responsible to the Owner for the overall success of the project) 4. Name of Project Superintendent (individual responsible for coordinating the day to day work) 5. References a. The Owner's representative who served as the day-to-day liaison during construction, including telephone number b. Architect/Engineer's name and representative who served as the day-to-day liaison during construction, including telephone number References shall be considered relevant based on specific project participation and experience with the Respondent. The Owner may contact references during any part of this process. The Owner reserves the right to contact any other references at any time during the evaluation process.	5	4
g	Safety Program 1. Describe your FIRM's job site safety program for this Project and specific safety policies in which employees must be in compliance. 2. Identify any deaths that have occurred on a project site controlled by your FIRM, or by any subcontractor(s), at any contractual level. If such an incident did occur, describe how your FIRM revised your safety program. 3. Provide a summary of your OSHA 200/300 logs for the last three (3) years, specifically your Lost Work Day Case (Incident) Rate (LWCR) and Total Recordable Case (Incident) Rate (TRCR). 4. Provide a list of any OSHA citations within the past three (3) years. 5. Provide a narrative summarizing any trends indicated by the Safety Statistics and efforts in place to improve safety.	4	4
Proposed Plan, Schedule, and Quality Control Program		30	21
a	Describe your proposed work plan for this project.	4	3
b	Describe your construction management approach and ability to coordinate work with all subcontractors and suppliers in order to meet the deadlines established in the submitted construction schedule.	3	2
c	Describe your ability to complete the project within the schedule taking into account existing commitments.	3	2
d	Describe your ability to identify and resolve potential issues, delays, etc.	3	2
e	Describe your back-up/contingency plan for any unanticipated delays.	3	2
f	Describe your quality control program. Explain the methods used to ensure quality control during the Construction phase of a project. Provide specific examples of how these techniques or procedures were used from any of three (3) projects listed in response to Section 1. Background, Experience, Qualifications.	4	3
g	Describe how your quality control team will measure the quality of construction performed by subcontractors on this Project, and how will you address non-conforming work.	3	2
h	Describe your past experience dealing with congested traffic/site conditions for any project listed in Section 1. Background, Experience, Qualifications.	3	2
i	Provide complete construction schedule assuming a notice to proceed will be provided on 4/1/2019 (actual notice to proceed date may be different). Schedule shall match the calendar days required to reach substantial completion for the project as provided in this Agreement.	4	3

Bid for:

City of Taylor, Texas
4th Street Pedestrian Improvements

Submitted By: Lone Star Sitework
PO Box 1867
Wimberley, TX 78676



2:20

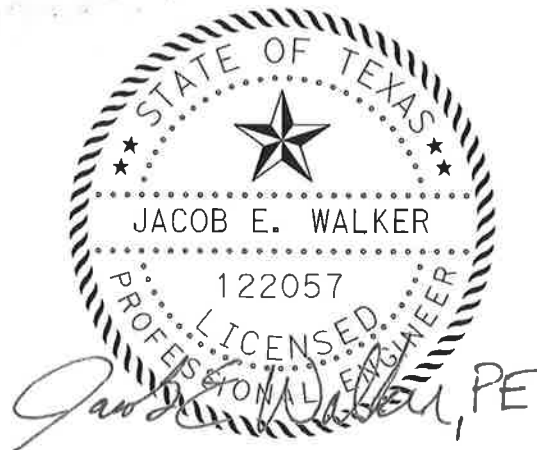
Contract documents and specifications for

City of Taylor, Texas

4th Street Pedestrian Improvements

Competitive Sealed Proposal

(Please submit all required information with Proposal)



03/01/2019

March 2019



TBPE Firm Registration #F-754
710 Hesters Crossing, Suite 150
Round Rock, Texas 78681
T 512.685.2900
F 512.685.2901
www.hdrinc.com

Table of Contents

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS

- 1. Construction Advertisement and Invitation for Bids**
- 2. Instructions to Respondents**
- 3. Supplementary Instructions to Respondents**
- 4. C-410 Bid Form**
- 5. C-510 Notice of Award**
- 6. C-520 Standard Form of Agreement**
- 7. C-550 Notice to Proceed**
- 8. C-610 Performance Bond**
- 9. C-615 Payment Bond**
- 10. Construction Maintenance Bond**
- 11. Certificate of Liability Insurance**
- 12. C-700 Standard General Conditions of the Construction Contract**
- 13. C-800 Supplementary Conditions**
- 14. Wage Labor Rates**
- 15. Technical Specifications**
- 16. General Provisions to Technical Specifications**
- 17. Attachments**

Construction

Advertisement and Invitation for Bids

The City of Taylor will receive bids for 4th Street Pedestrian Improvements Project until 3:00 pm on Wednesday, March 20 at 400 Porter Street, Taylor, TX 76574. The bids will be publicly opened and read aloud at 3:00 pm on Wednesday, March 20 at 400 Porter Street, Taylor, TX 76574 in the Main Conference Room.

Bids are invited for several items and quantities of work as follows:

1. Concrete and Paving work
 - Removal of Existing Concrete and Asphalt Materials
 - Minor Grading and Earthwork
 - Proposed Sidewalk and Raised Median, Curb and Gutter, Pedestrian Ramps, Asphalt, Roadway Striping, and Traffic Control
2. Pedestrian Signal and RRFB
 - Electrical wiring
 - Jack and bore conduit
 - RRFB & pedestrian push button pole assemblies

Bid/Contract Documents, including Drawings and Technical Specifications, may be acquired from
<https://www.bidnetdirect.com/texas/city-of-taylor>

A bid bond in the amount of 5 percent of the bid issued by an acceptable surety shall be submitted with each bid. Bidders are expected to inspect the site of the work and to inform themselves regarding all local conditions prior to submitting bids. There will not be a pre-bid conference. Questions pertaining to the project shall be collected via email and distributed via addendum. The deadline for questions will be Friday, March 15, 2019 by Noon. Questions will be directed to:

Rosemarie Dennis
E-mail: Rosemarie.Dennis@taylortx.gov
and
Jacob Walker
E-mail: Jacob.Walker@hdrinc.com

In case of ambiguity or lack of clearness in stating proposal prices, the City of Taylor reserves the right to adopt the most advantageous construction thereof, or to reject any or all proposals.

This is an expedited contract. Notice of Award will be on Thursday, March 28, 2019. Awarded contractor will be required to return executed contract, bonds, and proof of insurance by Tuesday, April 2, 2019. Notice to Proceed will be within two days after contractor returns executed documents. Substantial Completion will be Friday, May 31, 2019 and Final Completion will be Monday, July 1, 2019.

Substantial Completion is defined as: All concrete work, asphalt work, underground electric, and any other items necessary in order to open the crosswalk, pedestrian refuge, and RRFB system to the public.

Final Completion is defined as: All remaining that does not prevent opening the crosswalk, pedestrian refuge, and RRFB system to the public Upon acceptance of successful bid and contract execution, the method of payment to the successful Contractor from the City of Taylor for any work performed under this project shall be made by check.

City of Taylor

Brandt Rydell, Mayor

February 28, 2019

Advertisement Dates

<u>Date</u>	<u>Name of Media Outlet</u>
March 3, 2019	Taylor Daily Press and Texas Purchasing Group by Texas Bid Net Direct
March 10, 2019	Taylor Daily Press

INSTRUCTIONS TO RESPONDENTS

Competitive Sealed Proposals

1. DEFINED TERMS.

Terms used in these Instructions to Respondents which are defined in the Standard General Conditions of the Construction Contract have the meanings assigned to them in the General Conditions. The term "Respondent" means one who submits a Proposal directly to Owner, as distinct from a sub-Respondent, who submits a Proposal to a Respondent. The term "Successful Respondent" means the lowest, qualified, responsible and responsive Respondent to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award. The term "Bidding Documents" includes the Advertisement or Invitation to Bid, Instructions to Respondents, the Proposal Form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Proposals).

2. COPIES OF BIDDING DOCUMENTS.

2.1. Complete sets of the Bidding Documents in the number and for the sum, if any, stated in the Advertisement for Bid may be obtained from Engineer.

2.2. Complete sets of Bidding Documents must be used in preparing Proposals; neither Owner nor Engineer assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3. Owner and Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Proposals on the Work and do not confer a license or grant for any other use.

3. QUALIFICATIONS OF RESPONDENTS.

No pre-qualifications of Respondents is required. However, to demonstrate qualifications to perform the Work, each Respondent must submit with their bid the qualification information identified in Section 16 of the Instructions to Respondents, such as financial data, previous experience, present commitments and other such data as may be called for herein. Each Proposal must contain evidence of Respondent's qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the contract.

4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE.

4.1. It is the responsibility of each Respondent before submitting a Proposal, to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work, (c) consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work, (d) study and carefully correlate Respondent's observations with the Contract Documents, and (e) notify Engineer of all conflicts, errors or discrepancies in the Contract Documents.

4.2. Information and data reflected in the Contract Documents with respect to Underground Facilities at or contiguous to the site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities or others, and Owner does not assume responsibility for the accuracy or completeness thereof.

4.3. Provisions concerning responsibilities for the adequacy of data furnished to prospective Respondents on subsurface conditions, Underground Facilities and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in Paragraphs 5.02. and 5.03. of the General Conditions.

4.4. Before submitting a Proposal each Respondent will be responsible to make or obtain such explorations, tests and data concerning physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site, or otherwise which may affect cost, progress, performance or furnishing of the Work and which Respondent deems necessary to determine its Proposal for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

4.5. On request in advance, Owner will provide each Respondent access to the site to conduct such explorations and tests as each Respondent deems necessary for submission of a Proposal. Respondent shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations.

4.6. The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by Owner unless otherwise provided in the Contract Documents.

4.7. The submission of a Proposal will constitute an incontrovertible representation by Respondent that Respondent has complied with every requirement of this Article 4, that without exception the Proposal is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

5. INTERPRETATIONS AND ADDENDA.

5.1. All questions about the meaning or intent of the Contract Documents are to be presented in writing to the City. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received beyond the deadline may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

5.2. Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner or Engineer.

5.3. The bid proposal as submitted by the Respondent shall be so constructed as to include any addenda issued by the Engineer prior to 24 hours of the opening of Proposals, with the appropriate recognition of addenda so noted in the bid proposal.

6. PROPOSAL SECURITY.

6.1. Each Proposal must be accompanied by Proposal security made payable to Owner in an amount of five percent of the Respondent's maximum Proposal price and in the form of a certified or cashier's check or a Bid Bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions.

6.2. The Proposal security of the Successful Respondent will be retained until such Respondent has executed the Agreement and furnished the required contract security, whereupon the Proposal security will be returned. If the Successful Respondent fails to execute and deliver the Agreement and furnish the required contract security within fifteen days after the Award of Contract, Owner may annul the Award and the Proposal security of that Respondent will be forfeited. The Proposal security of other Respondents whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh day after the Effective Date of the Agreement or the forty-sixth day after the Proposal Deadline, whereupon Proposal security furnished by such Respondents will be returned. Proposal security with Proposals which are not competitive will be returned within seven days after the Proposal Deadline.

7. CONTRACT TIME.

The numbers of days within which, or the dates by which, the Work is to be substantially completed and also completed and ready for final payment (the Contract Time) are set forth in the Proposal Form and the Agreement.

8. LIQUIDATED DAMAGES.

Provisions for liquidated damages, if any, are set forth in the Agreement.

9. SUBSTITUTE OR "OR-EQUAL" ITEMS.

The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement. The procedure for submission of any such application by Contractor and consideration by Engineer is set forth in Paragraph 7.05.A, 7.05.B, 7.05.C, 7.05.D, 7.05.E, and 7.05.F of the General Conditions and may be supplemented in the Supplementary Conditions.

10. SUBCONTRACTORS, SUPPLIERS AND OTHERS.

10.1. Contractor shall not award Work to a subcontractor(s) that is in excess of 50% of the total contract price without written approval of the Owner.

10.2. No Contractor shall be required to employ any subcontractor, supplier, other person or organization against whom Contractor has reasonable objection.

11. PROPOSAL FORM.

11.1. The Proposal Form is included with the Bidding Documents.

11.2. All blanks on the Proposal Form must be completed in ink or by typewriter.

11.3. Proposals by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

11.4. Proposals by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

11.5. All names must be typed or printed below the signature.

11.6. The Proposal shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Proposal Form).

11.7. The address and telephone number for communications regarding the Proposal must be shown.

12. SUBMISSION OF PROPOSALS.

Proposals shall be submitted at the time and place indicated in the Notice to Respondents and shall be enclosed in an opaque sealed envelope, marked with the Project title (and, if applicable, the designated portion of the Project for which the Proposal is submitted) and name and address of the Respondent and accompanied by the Proposal security and other required documents.

If the Proposal is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "PROPOSAL ENCLOSED" on the face of it. The Owner shall not be responsible for Proposals not received prior to Proposal Deadline if sent by mail or other means.

Proposals sent via facsimile or other electronic media or means WILL NOT be accepted.

13. MODIFICATION AND WITHDRAWAL OF PROPOSALS.

Proposals may be modified or withdrawn by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered to the place where Proposals are to be submitted at any time prior to the opening of Proposals. The time of opening of Proposals is the Proposal Deadline. The date and time of the Proposal Deadline is listed in the Notice to Bidders.

14. OPENING OF PROPOSALS.

At the time and place fixed for the opening of bids, each Proposal will be opened publicly and the name of each bidder and their total bid will be read aloud, irrespective of any irregularities therein. Bidders and other interested individuals may be present. Other contents of the Price Proposal portion of the submission will be afforded security sufficient to preclude disclosure of the contents prior to award. An abstract of the amounts of the base Proposals and major alternates (if any) will be made available to Respondents after the award of the project.

15. PROPOSALS TO REMAIN SUBJECT TO ACCEPTANCE.

All Proposals will remain subject to acceptance for sixty days after the day of the Proposal Deadline, but Owner may, in its sole discretion, release any Proposal and return the Proposal security prior to that date.

16. AWARD OF CONTRACT – Competitive Sealed Proposal

16.1. Owner reserves the right to reject any and all Proposals, to waive any and all informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Respondent, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional Proposals. Also, Owner reserves the right to reject the Proposal of any Respondent if Owner believes that it would not be in the best interest of the Owner to make an award to that Respondent, whether because the Proposal is not responsive or the Respondent is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of words.

16.2. The Respondent selected for award of the contract will be the Respondent whose Proposal is most advantageous to the Owner. The Owner is not bound to accept the lowest priced Proposal if that Proposal is not in the best interest of the Owner, as determined by the Owner.

16.3. Proposals will be opened publicly and read aloud at the time of Proposal Deadline as stated in the Notice to Bidders. Other contents of the Proposals will be afforded security sufficient to preclude disclosure of the contents prior to award.

16.4. Within 60 days after the date of opening the Proposals, the Owner will evaluate and rank each Proposal with respect to the selection criteria contained in this document. After opening and ranking, an award may be made on the basis of the Proposals initially submitted, without discussion, clarification or modification; or, the Owner may discuss with the highest ranking Respondent elements of the Proposal. If the Owner determines that it is unable to reach an agreement satisfactory to the Owner with the selected Respondent, then the Owner will terminate discussions with the selected Respondent and Proceed to the next Respondent in order of selection ranking until a contract is reached or the Owner has rejected all Proposals.

16.5. If the contract is to be awarded, Owner will give the Successful Respondent a Notice of Award within three (3) days after the day of the Proposal Deadline.

16.6. Evaluation criteria shall be as follows:

16.6.1 The Owner will conduct a comprehensive, fair and impartial evaluation of all Competitive Sealed Proposals received. The Owner will appoint a selection committee to perform the evaluation. The Owner will evaluate and rank each proposal in based on combination of the following selection criteria:

1. Background, Experience, Qualifications, Safety	30 points
2. Proposed Plan, Schedule & Quality Control Program	30 points
3. <u>Price</u>	<u>40 points</u>
Total	100 points

16.6.2. The Respondent's qualifications will be evaluated in the standard weighted major categories as identified. The Owner expressly reserves the right to reject any or all proposals submitted, and to interpret any proposal ambiguities to Owner's advantage.

16.6.3. The work associated with this Project requires:

The Contractor must be qualified and experienced in the construction of projects of this size and complexity. The Respondent must be capable of providing documented evidence of having recently and successfully completed comparable projects, as outlined in this solicitation.

16.7. The information required by the Respondent for Submission of the Competitive Sealed Proposal is provided as an Attachment to these Instructions to Respondents.

17. CONTRACT SECURITY.

Paragraph 6.01.A and 6.01.B of the General Conditions and the Supplementary Conditions set forth Owner's requirements as to performance, payment, and maintenance Bonds. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by the required Bonds.

18. SIGNING OF AGREEMENT.

When Owner gives a Notice of Award to the Successful Respondent, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within ten days thereafter Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner with the required Bonds. Within ten days thereafter Owner shall deliver one fully signed counterpart to Contractor.

19. PRE-PROPOSAL CONFERENCE.

No pre-proposal conference is scheduled.

20. SALES AND USE TAXES.

Owner is exempt from State of Texas Sales and Use Taxes on materials and equipment to be incorporated in the Work. Said taxes shall not be included in the Contract Price. All other applicable taxes, fees, permits, etc., shall be the sole responsibility of the Contractor and the Proposal submitted shall reflect the costs for the same. Refer to General Conditions for additional information.

SUPPLEMENTARY INSTRUCTIONS TO RESPONDENTS

Section 16. AWARD OF CONTRACT – Competitive Sealed Proposals; Part 16.7 is supplemented with the following:

1. BACKGROUND, EXPERIENCE, QUALIFICATIONS AND SAFETY PROGRAM

The Owner will consider the following during the evaluation process:

- a. Current business organizational structure, type of business structure; stability of organization
- b. Number of years performing construction-contracting work under current name and/or previous business name(s)
- c. Availability of equipment and facilities
- d. Summarize your FIRM'S experience and competence relevant to the proposed project. Briefly describe three (3) completed projects that demonstrate your capabilities to perform this work.
- e. Provide qualifications and experience of the CONSTRUCTION TEAM that will be directly involved in the Project, including their experience with similar projects, the number of years with the FIRM, and their city(s) of residence. Include as applicable; Project Managers, Superintendents, Safety Coordinator.
- f. Identify and describe the CONSTRUCTION TEAM'S past experience for providing construction services that are MOST RELATED TO THIS PROJECT within the last five (5) years. List the projects in order of priority, with the most relevant project listed first. Provide the following information for each project listed:
 1. Project name, amount, location, and description
 2. Final construction cost
 3. Name of Project Manager (individual responsible to the Owner for the overall success of the project)
 4. Name of Project Superintendent (individual responsible for coordinating the day to day work)
 5. References
 - a. The Owner's representative who served as the day-to-day liaison during construction, including telephone number
 - b. Architect/Engineer's name and representative who served as the day-to-day liaison during construction, including telephone numberReferences shall be considered relevant based on specific project participation and experience with the Respondent. The Owner may contact references during any part of this process. The Owner reserves the right to contact any other references at any time during the evaluation process.
- m. Safety Program
 1. Describe your FIRM's job site safety program for this Project and specific safety policies in which employees must be in compliance.

2. PROPOSED PLAN, SCHEDULE & QUALITY CONTROL PROGRAM

- a. Describe your proposed work plan for this project.
- b. Describe your construction management approach and ability to coordinate work with all subcontractors and suppliers in order to meet the deadlines established in the submitted construction schedule.
- c. Describe your ability to complete the project within the schedule taking into account existing commitments.
- d. Describe your back-up/contingency plan for any unanticipated delays.
- e. Describe your quality control program.
- f. Provide complete construction schedule assuming a notice to proceed will be provided on **March 29, 2019** (actual notice to proceed date may be different). Schedule shall match

the calendar days required to reach substantial completion for the project as provided in this Agreement.

3. PRICE

The Proposal with the lowest price total will receive the maximum points available for the price portion of the selection criteria. The other proposals will receive 1 point less for every percent higher than the lowest price.

4. FORMAT OF PROPOSALS

- a. Proposals shall be prepared SIMPLY AND ECONOMICALLY, providing a straightforward, CONCISE description of the respondent's ability to meet the requirements of this CSP. Emphasis shall be on the QUALITY, completeness, clarity of content, responsiveness to the requirements, and an understanding of Owner's needs.
- b. Respondents shall carefully read the information contained in this RFCSP and submit a complete response to all requirements and questions as directed. Incomplete Proposals will be considered nonresponsive and subject to rejection.
- c. Proposals and any other information submitted by respondents in response to this CSP shall become the property of the Owner.
- d. The Respondent must designate any portion of its Technical Proposal, which contains trade secrets, or other proprietary data.

Submission of a Proposal indicates Respondent's acceptance of the evaluation technique and Respondent's recognition that some subjective judgments must be made by the Owner during the evaluation.

END OF SECTION

BID FORM

4th Street Pedestrian Improvements Project

ARTICLE 1 - BID RECIPIENT

1.01 This Bid is submitted to:

City of Taylor, Texas

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 2.02 BIDDER will sign and deliver the required number of counterparts of the AGREEMENT with the Bonds and other documents required by the Bidding Requirements within 7 days after the date of OWNER's Notice of Award.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
<u>N/A</u>	<u>N/A</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

BASE BID					
ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL ESTIMATED PRICE
104 6022	REMOVING CONC (CURB AND GUTTER)	LF	30	\$ 30.20	\$ 906.00
104 6032	REMOVING CONC (WHEELCHAIR RAMP)	SY	32	\$ 54.60	\$ 1747.20
105 6039	REMOVE STAB BASE AND ASPH PAV (6"-20")	SY	69	\$ 41.50	\$ 2863.50
132 6003	EMBANKMENT (FINAL)(ORD COMP)(TY B)	CY	9	\$ 635.60	\$ 5720.40
160 6003	FURNISHING AND PLACING TOPSOIL (4")	SY	76	\$ 43.40	\$ 3298.40
162 6002	BLOCK SODDING	SY	76	\$ 19.30	\$ 1466.80
168 6001	VEGETATIVE WATERING	MG	3	\$ 300.00	\$ 900.00
416 6030	DRILL SHAFT (TRF SIG POLE)(24 IN)	LF	18	\$ 250.00	\$ 4500.00
432 6002	RIPRAP (CONC)(5 IN)	CY	5	\$ 726.60	\$ 3633.00
500 6001	MOBILIZATION	LS	1	\$ 20,000.00	\$ 20,000.00
502 6025	BARRICADES, SIGNS AND TRAFFIC HANDLING	LS	1	\$ 12937.50	\$ 12937.50
506 6035	SANDBAGS FOR EROSION CONTROL	EA	12	\$ 15.00	\$ 180.00
506 6042	BIODEG EROSN CONT LOGS (INSL)(18")	LF	30	\$ 20.00	\$ 600.00

BASE BID					
ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL ESTIMATED PRICE
506 6043	BIODEG EROSN CONT LOGS (REMOVE)	LF	30	\$ 8.00	\$ 240.00
528 6004	LANDSCAPE PAVERS	SY	32	\$ 214.90	\$ 6876.80
529 6008	CONC CURB & GUTTER (TY II)	LF	166	\$ 35.10	\$ 5826.60
531 6001	CONC SIDEWALKS (4")	SY	6	\$ 72.50	\$ 435.00
531 6016	CURB RAMPS (TY 21)	EA	1	\$ 1650.00	\$ 1650.00
531 6040	CURB RAMPS (TY 3)(MOD)	EA	1	\$ 1250.00	\$ 1250.00
618 6046	CONDT (PVC)(SCH 80)(2")	LF	70	\$ 18.75	\$ 1312.50
618 6053	CONDT (PVC)(SCH 80)(3")	LF	25	\$ 26.80	\$ 670.00
618 6070	CONDT (RM)(2")	LF	30	\$ 87.50	\$ 2625.00
618 6054	CONDT (PVC)(SCH 80)(3")(BORE)	LF	70	\$ 54.00	\$ 3780.00
620 6004	ELEC CONDR (NO. 12) INSULATED	LF	130	\$ 1.40	\$ 182.00
620 6007	ELEC CONDR (NO. 8) BARE	LF	160	\$ 1.60	\$ 256.00
624 6002	GROUND BOX TY A (122311) W/ APRON	EA	4	\$ 970.00	\$ 3880.00
628 6251	ELC SRV TY D 120/240 100 (NS) SS(N) SP(U)	EA	1	\$ 6960.00	\$ 6960.00
636 6001	ALUMINUM SIGNS (TY A)	SF	51	\$ 28.00	\$ 1428.00
644 6001	IN SM RD SN SUP&AM TY10BWG (1) SA (P)	EA	1	\$ 890.00	\$ 890.00
644 6004	IN SM RD SN SUP&AM TY10BWG (1) SA (T)	EA	1	\$ 950.00	\$ 950.00

BASE BID					
ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL ESTIMATED PRICE
644 6009	IN SM RD SN SUP&AM TY10BWG (1) SB (P)	EA	2	\$ 980.00	\$ 1960.00
644 6012	IN SM RD SN SUP&AM TY10BWG (1) SB (T)	EA	1	\$ 1035.00	\$ 1035.00
644 6071	RELOCATE SM RD SN SUP&AM TY TWT	EA	1	\$ 650.00	\$ 650.00
658 6050	INSTL OM ASSM (OM- 2Z)(FLX) SRF	EA	1	\$ 120.00	\$ 120.00
666 6047	REFL PAV MRK TY I (W)24"(SLD)(090MIL)	LF	60	\$ 8.60	\$ 516.00
666 6101	REF PAV MRK TY I (W)36"(YLD TRI)(090MIL)	EA	12	\$ 109.00	\$ 1308.00
666 6167	REFL PAV MRK TY II (W)4"(BRK)	LF	140	\$ 0.58	\$ 81.20
666 6170	REFL PAV MRK TY II (W)4"(SLD)	LF	560	\$ 0.58	\$ 324.80
666 6182	REFL PAV MRK TY II (W)24"(SLD)	LF	60	\$ 6.20	\$ 372.00
666 6199	REFL PAV MRK TY II (W)36"(YLD TRI)	EA	12	\$ 86.00	\$ 1032.00
666 6207	REFL PAV MRK TY II (Y)4"(SLD)	LF	1,160	\$ 0.58	\$ 672.80
666 6299	RE PM W/RET REQ TY I (W)4"(BRK)(090MIL)	LF	140	\$ 1.70	\$ 238.00
666 6302	RE PM W/RET REQ TY I (W)4"(SLD)(090MIL)	LF	560	\$ 1.70	\$ 952.00
666 6314	RE PM W/RET REQ TY I (Y)4"(SLD)(090MIL)	LF	1,160	\$ 1.70	\$ 1972.00
672 6007	REFL PAV MRKR TY I-C	EA	8	\$ 17.80	\$ 142.40

BASE BID					
ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL ESTIMATED PRICE
677 6001	ELIM EXT PAV MRK & MRKS (4") (BLASTING METHOD)	LF	1,334	\$ 5.20	\$ 6936.80
678 6001	PAV SURF PREP FOR MRK (4")	LF	1,860	\$ 0.29	\$ 539.40
678 6008	PAV SURF PREP FOR MRK (24")	LF	60	\$ 1.73	\$ 103.80
678 6023	PAV SURF PREP FOR MRK (36")(YLD TRI)	EA	12	\$ 40.25	\$ 483.00
678 6033	PAV SURF PREP FOR MRK (RPM)	EA	8	\$ 7.50	\$ 60.00
684 6014	TRF SIG CBL (TY A)(12 AWG)(9 CONDR)	LF	147	\$ 6.90	\$ 1014.30
6200 6001	RAPID FLASH BEACON	EA	3	\$ 8400.00	\$ 25200.00

Total \$143,678.20

Total Base Bid Price

\$ One hundred Forty Three Thousand

Six hundred Seventy Eight Dollars and Twenty Cents

(use words)

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete by **March 31, 2019**, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions by **July 1, 2019**.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Project References;
 - C. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - D. Required Bidder Qualification Statement with supporting data; and
- 7.03 Other Requirements

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

Lone Star Sitework, LLC

By:

[Signature]

William O. Harrison

[Printed name]

William O. Harrison

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

Megan Harrison

[Printed name]

Megan Harrison

Title:

Office Manager

Submittal Date:

3/20/2019

Address for giving notices:

PO Box 1867, Wimberley TX 78676

Telephone Number:

512-753-9048

Fax Number:

512-262-6060

Contact Name and e-mail address:

office@lonestarsitework.com

Bidder's License No.:

N/A

(where applicable)

Notice

Solicitation Number 2019-563-01
Title 2019 4th Street Pedestrian Improvements

Basic Information

Reference Number 0000209710
Issuing Organization City of Taylor
Owner Organization City of Taylor
Solicitation Type IFB - Invitation for Bid (Formal)
Solicitation Number 2019-563-01
Title 2019 4th Street Pedestrian Improvements
Source ID PU.AG.USA.1924.C9508376
Piggyback Solicitation No

Details

Location Williamson County, Texas
Purchase Type One Time Only

Dates

Publication 03/03/2019 06:00 AM CST
Question Acceptance Deadline 03/15/2019 12:00 PM CDT
Questions are submitted online Yes
Closing Date 03/20/2019 03:00 PM CDT

Contact Information

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City of Taylor
Jacob Walker
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jacob.walker@hdrinc.com

Description

Separate sealed bids addressed to the City of Taylor, ATTENTION: DIRECTOR OF PUBLIC WORKS, will be received until 3:00 P.M. on Wednesday March 20, 2019 at the City of Taylor City Hall located at 400 Porter Street in Taylor, Texas, 76574 at which time they will be publicly opened and read aloud, for furnishing all labor, materials, tools, and equipment and performing all work required for the 4TH STREET PEDESTRIAN IMPROVEMENTS PROJECT including RRFB pedestrian traffic signal, electrical wiring, removal of asphalt pavement, construction of a median refuge island, sidewalk and pedestrian ramp construction per ADA, signing, striping, and traffic control.

Complete sets of the bid documents can be obtained through Bid Net Direct or via email by contacting Jim Gray at (512) 365-7669 (jim.gray@taylor.tx.gov). Hard Copy or electronic copy on CD may be obtained at the City of Taylor Public Works Office, 1424 N Main Street, Taylor, TX 76574.

Bid Submission Process

Bid Submission Type Physical Bid Submission

Lone★Star Sitework

QUALIFICATIONS

Lone Star Sitework, LLC has been an established business since March 3rd of 2012. As a company we have performed numerous project from various concrete projects which of some include: Curb & Gutter, rip rap, concrete structures, concrete paving, sidewalks, ADA ramps, concrete railing, pads & S.E.T.'s. We as well perform underground utilities such as installation of new and reconstruction of existing water line improvements, & sanitary sewer lines.

Equal Managing Members:

Cullen Harrison

Ryan Harrison

William Harrison

Lone Star Sitework, LLC is fully bonded and insured. As well a member of the Associated General Contractors of Texas: Highway, Heavy Utilities & Industrial Branch since 2016 and a qualified Texas Department of Transportation Contractor since 2016 with a bidding capacity of \$20,000,000.

Safety program can be provided upon request and sent via email due to size of file.

Lone★Star Sitework

RECENT PROJECT REFERENCES

Job Name: MOPAC

Job Location: MOPAC, Austin, TX

Description: Sidewalk, Rail, Curb, Gutter, ADA Ramps, Concrete Walls, Footings, Rip Rap & S.E.T's

Contract Total: \$1,593,036

General Contractor: Worked for Aaron Concrete Contractors who was contracted with CH2MHILL

Completed: October 2018

Job Name: COTULLA CITY STREETS

Job Location: Various location in the City of Cotulla

Description: Sidewalk, Curb, Gutter, Driveways & ADA Ramp

Contract Total: \$748,926.07

General Contractor: Lone Star Paving

Completed: May 2016

Job Name: HEATHERWILDE

Job Location: Heatherwilde Subdivision, Pflugerville, TX

Description: Sidewalk, Curb & Gutter Improvements

Contract Total: \$450,000

General Contractor: Aaron Concrete Contractors

Completed: Estimated June 2019

Job Name: SAN PATRICIO CO. SIDEWALK

Job Location: Various locations in Aransas Pass

Description: Sidewalk, S.E.T.'s & ADA Ramps

Contract Total: \$411,022.28

General Contractor: Jimmy Evans Company

Completed: July 2018

Roadwork – Sitework - Underground Utilities - Concrete

Lone★Star Sitework

Continued....

Job Name: Posey Rd Industrial Park Phase 1 Street, Drainage and Water Improvements City of San Marcos

Job Location: Posey Rd, San Marcos, TX

Description: Sidewalk, concrete curb and gutter, driveways, headwalls, rip rap & ADA Ramps

Contract Total: \$157,304.08

General Contractor: Jimmy Evans Company

Completed: July 2017

Roadwork – Sitework - Underground Utilities - Concrete

PO BOX 1867
Wimberley, TX, 78676

office@lonestarsitework.com

Lone★Star Sitework

Company Principal Resumes

Cullen Harrison

Aaron Concrete: 2004-2010

Forman for milling machine crew working on TXDOT roadways.

CAS Construction: 2010-2012

Superintendent on TXDOT jobs, government projects, city projects and commercial projects.

Lone Star Sitework: 2012- Present

Owner of company.

Oversees all work and superintendent for all utilities and Sitework projects for all TXDOT and commercial projects.

Ryan Harrison

Aaron Concrete: 2004-2010

Forman for milling machine crew working on TXDOT roadways.

CAS Construction: 2010-2012

Forman on TXDOT jobs, government projects, city projects and residential projects.

Lone Star Sitework: 2012- Present

Owner of company.

Superintendent for our aggregate plant, Sitework projects and concrete crews for TXDOT projects

William Harrison

Jim Byrne Engineering, San Marcos; 1970-1975

Surveying and Roadwork

Brown & Root, Houston: 1975-1978

Civil work on different projects

F Miller and Sons, Louisiana: 1978-1988

Roadwork and responsible for all dirt work on three Department of Energy oil sites

Roadwork – Sitework - Underground Utilities - Concrete

Lone★Star Sitework

Continued....

Gary Construction, Austin TX: 1988-1993

Major projects; Building of HWY 180 between prairielea and lulling, Paleface Park Road, Bee Caves Road from 360, frontage roads at Bee Caves and Burnett Rd intersection

Abrams Construction: 1993-1995

Major Projects; High-rise road from Hwy 183 to Mopac

NBS: 1995-1998

Major Projects; City of Austin street projects and ten miles of HWY 95 heading towards Florence

Aaron Concrete: 1998-2010

Area Manager

Major projects, HWY 130, HWY 45

Responsible for 150 projects a year

CAS Construction: 2010-2012

Major projects; Ranch Road 12 expansion in Dripping Springs, City of Wimberley street projects, (3) large water projects for local City's

Lone Star Sitework, LLC: 2012- Present

Owner

Estimator for Civil work of all types. Road, Concrete, water/utilities

Roadwork – Sitework - Underground Utilities - Concrete

PO BOX 1867
Wimberley, TX, 78676

office@lonestarsitework.com

Lone★Star Sitework

INVENTORY AVAILABLE

TRAILERS

2012 Magnum
2014 Tophat Bumper Pull
2016 Centex Bumper Pull
2016 Big Tex Dump Trailer
2015 Bumper Pull trailer
2007 Bumper Pull Trailer
2002 Big Tex Gooseneck Flatbed
Water Trailer

TRUCKS

2015 Chevrolet Silverado 1500
2016 Ford 250
2011 Ford 250
2007 Chevrolet 2500
2017 Chevrolet 2500
2019 Chevrolet 2500

LARGE EQUIPMENT

2010 John Deere Backhoe Loader 310 SJ
Bobcat S185, with various attachments
2012 John Deere Excavator 75D w/ Rubber tracks and various bucket
sizes

OTHER

Multiple Cut off Saws, Power Trowels, Generators & hand tools

Roadwork – Sitework - Underground Utilities - Concrete

PO BOX 1867, Wimberley, TX 78676

office@lonestarsitework.com



Office of the Secretary of State

CERTIFICATE OF FILING OF

Lone Star Sitework, LLC
File Number: 801561930

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Limited Liability Company (LLC) has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 03/05/2012

Effective: 03/05/2012



A handwritten signature in cursive script, appearing to read "Hope Andrade".

Hope Andrade
Secretary of State

Lone Star Sitework, LLC

Equal Opportunity Policy Statement

It is our policy, both as an employer and a service provider, to comply with statutory obligations as they relate to equal opportunity. When appropriate we will utilize codes of practice and best practice guides.

Note: As a point of interest, The U.S. Equal Employment Opportunity Commission (EEOC) enforces the statutory obligations as they relate to:

- a. Race, color, religion, sex (including pregnancy), national origin, disability or genetic information in any business that has 15 or more employees who worked for it for at least twenty calendar weeks (in this year or last).
- b. Age discrimination in any business that has 20 or more employees who worked for it for at least twenty calendar weeks (in this year or last).
- c. Equal pay -- it illegal to pay different wages to men and women if they perform substantially equal work in the same workplace.

Note: If we have a federal contract or subcontract (or combined contracts) in excess of \$10,000.00 in any 12 month period, we are subject to the U.S. Department of Labor's (DOL) Office of Federal Contract Compliance Programs (OFCCP) which include:

- a. Executive Order 11246, as amended (E.O. 11246) prohibits discrimination and requires affirmative action to ensure that all employment decisions are made without regard to race, color, religion, sex or national origin.
- b. Section 503 of the Rehabilitation Act of 1973, as amended (Section 503) prohibits discrimination and requires affirmative action in the employment of qualified individuals with disabilities.
- c. The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (VEVRAA) prohibits discrimination against specified categories of veterans protected by the Act and requires affirmative action in the employment of such veterans.

Of course each state and or local government we may be working in could easily have additional anti-discrimination laws which we would be obligated to follow.

We will ask subcontractors to acknowledge in writing that they have equal opportunity policies and procedures in place prior to using their services. We have no desire nor the expertise to judge the quality or effectiveness of equal opportunity policies and procedures of others.

We tailor our service delivery to meet the needs of diverse communities by providing the exact same service to all. The whole point of equal opportunity is realizing that all people are basically the same regardless of age, disability, genetic information, national orientation, pregnancy, race/color, religion, or sex and are to be treated as such!

We provide equal pay for equal work and do not allow harassment based on race, color, religion, sex (including pregnancy), national origin, age (40 or older), disability or genetic information.

We will not retaliate if an employee files a charge of discrimination against us or complains to us about discrimination on the job or participates in an employment discrimination proceeding, such as an investigation or lawsuit against us.

Even if that charge of discrimination and lawsuit against us proves to be totally false, it will not be considered in any aspect of that employee's employment including hiring, firing, pay, job assignments, promotions, layoff, training, fringe benefits, and any other term or condition of employment.

Cullen Harrison

Equal Opportunity Program Director

Lone Star Sitework, LLC

Safety, Health and Environmental Policy Statement

We have developed a comprehensive injury and illness prevention program that addresses our specific safety concerns and provides guidance for the performance of our individual job tasks within the framework of appropriate OSHA standards.

Safety takes a commitment from all personnel within our organization. Training will be interactive with an opportunity for all to actively participate, ask questions, make suggestions, and refer to our written policies and procedures.

It is our policy to provide a work environment that is inherently safe. The safety and health of our employees is of primary importance as they are our most important resource. Our goal is an accident free workplace with zero accidents and occupational diseases.

Safety training needs will be identified by continual reassessment of our work methods, equipment and job sites as well as employee and management input. Observation of unsafe acts will be addressed immediately.

Each employee is encouraged to contact their Supervisor immediately should a safety or health risk exist so that corrective action may be taken immediately.

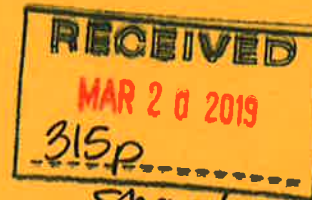
All employees are expected to perform all duties in a safe manner and in compliance with our written procedures as well as applicable local, state, and federal standards.

We are committed to preservation of our environment and will, to the best of our ability, prevent pollution, limit energy consumption, reduce waste, properly dispose of waste in a responsible manner and in compliance with local, state, and federal laws, use chemical products that are not harmful to the environment, use recycled products when possible, keep our employees informed of environmental issues, and, when possible, involve our suppliers and contractors with whom we work, in environmental awareness.

This Policy Statement will be conspicuously posted.

Safety Director

Westar Construction, Inc.
4500 Williams Dr. Ste 212- PMB 411
Georgetown, TX 78633



Shae Cronley

Competitive Sealed Proposal:
4th Street Pedestrian Improvements
Submission Deadline:
March 20, 2019 @ 3p

City of Taylor-City Hall
400 Porter St.
Taylor, TX 76574

OKLAHOMA SURETY COMPANY

P. O. Box 1409
TULSA, OKLAHOMA 74101

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That We, Westar Construction, Inc.

as Principal, and the **OKLAHOMA SURETY COMPANY**, a corporation organized and existing under the laws of the State of Ohio, and authorized to do business in the State of Texas as Surety are held and firmly bound unto the

City of Taylor

as Oblige, in the amount of 5% Five percent of the amount bid DOLLARS, lawful money of the United States of America, to the payment of which sum of money well and truly to be made, the said Principal and Surety bind themselves, and each of their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Oblige shall make an award to the principal for:

4th Street Pedestrian Improvements

according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly make and enter into a contract with the Oblige in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof, with the **OKLAHOMA SURETY COMPANY** as Surety or with other Surety or Sureties approved by the Oblige; or if the Principal shall, in case of failure so to do, pay to the Oblige the damages which the Oblige may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

Signed, sealed and dated this 19th day of March



Witness

Westar Construction, Inc.

BY

MARK KILGUS, President

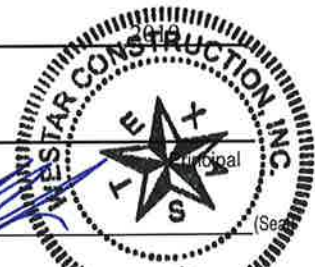
OKLAHOMA SURETY COMPANY

BY

John W. Schuler

John W. Schuler

Attorney-in-fact



(Seal)

OKLAHOMA SURETY COMPANY

1437 SOUTH BOULDER, SUITE 200 · TULSA, OKLAHOMA 74119 · 918-587-7221 · FAX 918-588-1253

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the **OKLAHOMA SURETY COMPANY**, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof. **Steven W. Dobson, Lanny W.**

Land and John W. Schuler, all of AUSTIN, TX

IN WITNESS WHEREOF, the **OKLAHOMA SURETY COMPANY** has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this **22** day of **December**, 2016



ATTEST:

Sharon Hackl

SHARON HACKL

Secretary

OKLAHOMA SURETY COMPANY

Todd Bazata

TODD BAZATA

VICE PRESIDENT

On this **22** day of **December**, 2016 before me personally appeared **TODD BAZATA**, to me known, being duly sworn, deposes and says that s/he resides in Broken Arrow, Oklahoma, that s/he is a Vice President of **Oklahoma Surety Company**, the company described in and which executed the above instrument; that s/he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of her/his office under the By-Laws of said Company, and that s/he signed his name thereto by like authority.

STATE OF OKLAHOMA }
COUNTY OF TULSA } SS



Commission # **11008253**

My Commission expires: **09-08-19**

Julie Callahan

JULIE CALLAHAN

Notary Public

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of **Oklahoma Surety Company** by unanimous written consent dated September 25, 2009.

RESOLVED: That the President, the Executive Vice President, the several Senior Vice Presidents and Vice Presidents or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, **SHARON HACKL**, Secretary of **Oklahoma Surety Company**, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of September 25, 2009 have not been revoked and are now in full force and effect.

Signed and sealed this **19th** day of **March**, **2019**



Sharon Hackl

SHARON HACKL

Secretary

VOID IF BOX IS EMPTY

BID FORM

4th Street Pedestrian Improvements Project

ARTICLE 1 - BID RECIPIENT

1.01 This Bid is submitted to:

City of Taylor, Texas

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

2.02 BIDDER will sign and deliver the required number of counterparts of the AGREEMENT with the Bonds and other documents required by the Bidding Requirements within 7 days after the date of OWNER's Notice of Award.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

BASE BID					
ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL ESTIMATED PRICE
104 6022	REMOVING CONC (CURB AND GUTTER)	LF	30	\$ 17 ⁰⁰	\$ 510 ⁰⁰
104 6032	REMOVING CONC (WHEELCHAIR RAMP)	SY	32	\$ 54 ⁰⁰	\$ 1728 ⁰⁰
105 6039	REMOVE STAB BASE AND ASPH PAV (6"-20")	SY	69	\$ 38 ⁰⁰	\$ 2622 ⁰⁰
132 6003	EMBANKMENT (FINAL)(ORD COMP)(TY B)	CY	9	\$ 145 ⁰⁰	\$ 1,305 ⁰⁰
160 6003	FURNISHING AND PLACING TOPSOIL (4")	SY	76	\$ 8 ⁰⁰	\$ 608 ⁰⁰
162 6002	BLOCK SODDING	SY	76	\$ 8 ⁰⁰	\$ 608 ⁰⁰
168 6001	VEGETATIVE WATERING	MG	3	\$ 400 ⁰⁰	\$ 1,200 ⁰⁰
416 6030	DRILL SHAFT (TRF SIG POLE)(24 IN)	LF	18	\$ 400 ⁰⁰	\$ 7,200 ⁰⁰
432 6002	RIPRAP (CONC)(5 IN)	CY	5	\$ 600 ⁰⁰	\$ 3,000 ⁰⁰
500 6001	MOBILIZATION	LS	1	\$ 11,000 ⁰⁰	\$ 11,000 ⁰⁰
502 6025	BARRICADES, SIGNS AND TRAFFIC HANDLING	LS	1	\$ 4,000 ⁰⁰	\$ 4,000 ⁰⁰
506 6035	SANDBAGS FOR EROSION CONTROL	EA	12	\$ 45 ⁰⁰	\$ 540 ⁰⁰
506 6042	BIODEG EROSN CONT LOGS (INSTL)(18")	LF	30	\$ 33 ⁰⁰	\$ 990 ⁰⁰

BASE BID					
ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL ESTIMATED PRICE
506 6043	BIODEG EROSN CONT LOGS (REMOVE)	LF	30	\$ 3 ⁰⁰	\$ 90 ⁰⁰
528 6004	LANDSCAPE PAVERS	SY	32	\$ 126 ⁰⁰	\$ 4,032
529 6008	CONC CURB & GUTTER (TY II)	LF	166	\$ 27 ⁰⁰	\$ 4,482 ⁰⁰
531 6001	CONC SIDEWALKS (4")	SY	6	\$ 108 ⁰⁰	\$ 648 ⁰⁰
531 6016	CURB RAMPS (TY 21)	EA	1	\$ 6,000 ⁰⁰	\$ 6,000 ⁰⁰
531 6040	CURB RAMPS (TY 3)(MOD)	EA	1	\$ 1300 ⁰⁰	\$ 1300 ⁰⁰
618 6046	CONDT (PVC)(SCH 80)(2")	LF	70	\$ 32 ⁰⁰	\$ 2240 ⁰⁰
618 6053	CONDT (PVC)(SCH 80)(3")	LF	25	\$ 44 ⁰⁰	\$ 1,100 ⁰⁰
618 6070	CONDT (RM)(2")	LF	30	\$ 95 ⁰⁰	\$ 2850 ⁰⁰
618 6054	CONDT (PVC)(SCH 80)(3")(BORE)	LF	70	\$ 195 ⁰⁰	\$ 13,650 ⁰⁰
620 6004	ELEC CONDR (NO. 12) INSULATED	LF	130	\$ 27 ⁵⁰	\$ 357.50
620 6007	ELEC CONDR (NO. 8) BARE	LF	160	\$ 40 ⁵⁰	\$ 648 ⁰⁰
624 6002	GROUND BOX TY A (122311) W/ APRON	EA	4	\$ 1,600 ⁰⁰	\$ 6400 ⁰⁰
628 6251	ELC SRV TY D 120/240 100 (NS) SS(N) SP(U)	EA	1	\$ 8,100 ⁰⁰	\$ 8,100 ⁰⁰
636 6001	ALUMINUM SIGNS (TY A)	SF	51	\$ 58 ⁵⁰	\$ 2,983 ⁵⁰
644 6001	IN SM RD SN SUP&AM TY10BWG (1) SA (P)	EA	1	\$ 750 ⁰⁰	\$ 750 ⁰⁰
644 6004	IN SM RD SN SUP&AM TY10BWG (1) SA (T)	EA	1	\$ 750 ⁰⁰	\$ 750 ⁰⁰

BASE BID					
ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL ESTIMATED PRICE
644 6009	IN SM RD SN SUP&AM TY10BWG (1) SB (P)	EA	2	\$ 750 ⁰⁰	\$ 1,500 ⁰⁰
644 6012	IN SM RD SN SUP&AM TY10BWG (1) SB (T)	EA	1	\$ 750 ⁰⁰	\$ 750 ⁰⁰
644 6071	RELOCATE SM RD SN SUP&AM TY TWT	EA	1	\$ 550 ⁰⁰	\$ 550 ⁰⁰
658 6050	INSTL OM ASSM (OM- 2Z)(FLX) SRF	EA	1	\$ 1,000 ⁰⁰	\$ 1,000 ⁰⁰
666 6047	REFL PAV MRK TY I (W)24"(SLD)(090MIL)	LF	60	\$ 15 ⁰⁰	\$ 900 ⁰⁰
666 6101	REF PAV MRK TY I (W)36"(YLD TRI)(090MIL)	EA	12	\$ 110 ⁰⁰	\$ 1320 ⁰⁰
666 6167	REFL PAV MRK TY II (W)4"(BRK)	LF	140	\$ 3 ⁰⁰	\$ 420 ⁰⁰
666 6170	REFL PAV MRK TY II (W)4"(SLD)	LF	560	\$ 3 ⁰⁰	\$ 1,680 ⁰⁰
666 6182	REFL PAV MRK TY II (W)24"(SLD)	LF	60	\$ 9 ⁰⁰	\$ 540 ⁰⁰
666 6199	REFL PAV MRK TY II (W)36"(YLD TRI)	EA	12	\$ 125 ⁰⁰	\$ 1,500 ⁰⁰
666 6207	REFL PAV MRK TY II (Y)4"(SLD)	LF	1,160	\$ 3 ⁰⁰	\$ 3,480 ⁰⁰
666 6299	RE PM W/RET REQ TY I (W)4"(BRK)(090MIL)	LF	140	\$ 4 ⁰⁰	\$ 560 ⁰⁰
666 6302	RE PM W/RET REQ TY I (W)4"(SLD)(090MIL)	LF	560	\$ 4 ⁰⁰	\$ 2,240 ⁰⁰
666 6314	RE PM W/RET REQ TY I (Y)4"(SLD)(090MIL)	LF	1,160	\$ 7 ⁰⁰	\$ 8,120 ⁰⁰
672 6007	REFL PAV MRKR TY I-C	EA	8	\$ 50 ⁰⁰	\$ 400 ⁰⁰

BASE BID					
ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL ESTIMATED PRICE
677 6001	ELIM EXT PAV MRK & MRKS (4") (BLASTING METHOD)	LF	1,334	\$ 4 ⁰⁰	\$ 5,336 ⁰⁰
678 6001	PAV SURF PREP FOR MRK (4")	LF	1,860	\$ 1 ⁰⁰	\$ 1,860 ⁰⁰
678 6008	PAV SURF PREP FOR MRK (24")	LF	60	\$ 1 ⁰⁰	\$ 60 ⁰⁰
678 6023	PAV SURF PREP FOR MRK (36")(YLD TRI)	EA	12	\$ 25 ⁰⁰	\$ 300 ⁰⁰
678 6033	PAV SURF PREP FOR MRK (RPM)	EA	8	\$ 25 ⁰⁰	\$ 200 ⁰⁰
684 6014	TRF SIG CBL (TY A)(12 AWG)(9 CONDR)	LF	147	\$ 12 ⁰⁰	\$ 1,764 ⁰⁰
6200 6001	RAPID FLASH BEACON	EA	3	\$ 9,250 ⁰⁰	\$ 27,750 ⁰⁰

Total Base Bid Price

\$ 153,922⁰⁰

ONE HUNDRED FIFTY THREE THOUSAND NINE HUNDRED TWENTY TWO
(use words) DOLLARS

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete by **March 31, 2019**, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions by **July 1, 2019**.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Project References;
 - C. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - D. Required Bidder Qualification Statement with supporting data; and
- 7.03 Other Requirements

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

Westar Construction, Inc.

By:

[Signature]

[Printed name]

Mark Williamson, President

[If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.]

Attest:

[Signature]

[Printed name]

Lamont Navarrette

Title:

Secretary

Submittal Date:

3-20-2019

Address for giving notices:

4500 Williams Dr. Suite 212- PMB 411

Georgetown, TX 78633

Telephone Number: 512-630-5930

Fax Number: 512-233-0691

Contact Name and e-mail address: Lamont Navarrette, lamont@westarconstruction.com

Bidder's License No.:
(where applicable)



WESTAR CONSTRUCTION INCORPORATED

CORPORATE RESOLUTION

Be it resolved by the Board of Directors of Westar Construction, Inc., that Mark A. Williamson is hereby authorized to execute a bid submittal to the City of Taylor, TX for the 4th Street Pedestrian Improvements.

Lamont Navarrette, Secretary, is authorized to attest the signature binding the corporation.

Westar Construction, Inc.
Corporate Name

By: [Signature]

Title: President

(Corporate Seal)



CERTIFICATION

I, Lamont Navarrette, certify that the above resolution was adopted by the Board of Directors of Westar Construction, Inc. at a meeting on the 18th day of March, 2019.

[Signature]
Signature

Lamont Navarrette
Secretary



WESTAR CONSTRUCTION INCORPORATED

March 20, 2019

City of Taylor
400 Porter St.
Taylor, TX 76574

Re. 4th Street Pedestrian Improvements- Bidder's Qualifications

Sir/ Madam,

Westar Construction, Inc. is a General Contractor specializing in Governmental Projects including, parks; hike & bike trails; sidewalks; curb & gutter; water, wastewater, and storm sewer projects; boulder and concrete retaining walls; and many other projects.

Attached are both current and past experience lists detailing our extensive work for many local city, county, mud, and other entities. These lists include contact information for references. We understand the complex issues of working in busy historical downtown environments including projects completed for the Cities of LaGrange, Seguin, Round Rock, Georgetown, Llano & Williamson County. Most of these projects were completed in the past 5 years. We are also currently completing the Taylor Skate Park for the City which is adjacent to this bidding project. Attached is a bio of myself, Mark Williamson, President, showing my history, experience and contact information. Westar Construction is based out of Georgetown, TX and most of our work is local to the Central Texas area.

Westar has had no reportable incidents of OSHA Violations in it's history. Westar's Worker's Compensation Experience Rating has been: .89 for 2016 & 0.91 for 2017.

Westar implements job site safety trainings specific for each project and conducts tool talks with it's employees on a weekly basis. Any employee found in violation of the safety program is immediately reported.

Westar is committed to meeting the project schedule and will provide a Gantt Chart schedule showing the project completion of items listed in the bid form, should it receive this contract. This is an aggressive timeline. Should rain or unknown conditions cause delay, Westar Construction will make every attempt to continue working on other items so as to limit the delays effect on the overall completion date. However, delays due to adverse or wet weather or unknown conditions is out of our control. Westar is confident however in completing the project as stated.

Should you have any questions, please do not hesitate to contact me.

Regards,

Mark A. Williamson
President

4500 Williams Dr. Suite 212-PMB 411, Georgetown TX 78628
Ph 512-848-3253 E-mail: mark@westarconstruction.com FAX 512-233-0691



Westar Construction, Inc. Current Work in Progress

Start Date	Compl. Date	Name of Project	Scope	Project Value	Pct. Compl.	Location of Project (City/State)	Owner Name	Owner / Rep Contact Name-Reference	Owner Contact/References Phone #	% of Work by Own Forces	Design Consultant: Contact Info
March 2019	June 2019	<u>Richards Park Flatwork Improvements</u>	Install concrete flatwork and trails along new City baseball fields at existing city sports complex.	\$180,000.00	10%	Brady, TX	City of Brady	Dennis Jobe, Parks Director	214-695-8142	95%	Luck Design Group, Brent Luck, LSA 512-810-0684
Dec 2018	June 2019	<u>Benbrook Ranch Improvements Ph3</u>	Install new baseball field at existing city sports complex. Including: Concrete walkways, 52 LF pre-engineered steel pedestrian bridge, fencing, dugouts, shade structures, hydroseed, electrical & irrigation	\$477,000.00	15%	Leander, TX	City of Leander	Tyler Bybee, PM City of Leander	512-528-9909	95%	Luck Design Group, Brent Luck, LSA 512-810-0684
Sept 2018	March 2019	<u>2018 Skate Park Project</u>	Demolition of HMAAC and curbing, sidewalks, ramps, structural retaining walls, driveways, HMAAC paving, landscape, irrigation, handrails, shade structure, site furnishings, site electrical & related items. Also including repairing an existing city road with lime treated subgrade, geogrid, base & HMAAC paving.	\$590,000.00	80%	Taylor, TX	City of Taylor	Jim Gray, Public Works Director	512-365-7669	95%	HDR Engineering, Jacob Walker, PE, (512) 685-2938



Westar Construction, Inc,

PAST PROJECT EXPERIENCE/ REFERENCES

*Westar was the General Contractor on each project, unless otherwise noted.

Project Completion	Name of Project	Contract Amount	Location of Project (City/State)	Description	Owner Name	Owner Contact Name/ Reference	Owner Contact/ Phone #	% of Work by Own Forces
2019	<u>Mason Creek Trail</u>	\$355,720.00	Leander, TX	New 2900 LF concrete hike and bike trail along Mason Creek Trail including a low water crossing, handrail, crosswalks- striping & signage, 18"-24" RCP drainage, headwalls and SETs	City of Leander, TX	Mark Tummons, Parks Director	512.528.9909	100%
2018	<u>Sun City Cattlemans Nature Trail</u>	\$35,000.00	Georgetown, TX	1.6 miles of 76 foot wide nature trail including mulching debris and placing mulch along trail, including rock armored drainage crossings and placing trail emergency markers	Pulte Homes- Sun City	Kath Korbett, Sun City Trailblazers Hiking Club, 512.680.3861	Stephen Ashlock, VP Land Development- Pulte 512.532.3354	100%
2018	Old McDade Rd. Culvert Replacement Project	\$87,700.00	Elgin, TX	Remove existing damaged road crossing (entire roadway width), install new Double Barrel 28 LF of 6'x4' Precast reinforced box culverts with headwalls/wingwalls. Recompact road subgrade to existing elevation.	Bastrop County, TX	Myles Milburn, Road & Bridge Superintendent Pct. 4	512.304.0873	100%

	San Gabriel Park Improvements Phase 1	\$2,800,000.00	Georgetown, TX	3 new small pavilions, 3 large pavilions, 2 large restroom buildings, 180 LF of adjusting 12" dia waterline including thrust restraints, 5 ea cut & cap existing 8"-12" waterlines, 2 ea 8" wet taps including gate valves, 250 LF 2" water service lines, 2 eas tie in 2" waterline into existing 12" waterline, 2 ea water meter assemblies, 150 LF 6" Wastewater lines, 2 ea wastewater cleanouts, 2 ea connect to existing 8" wastewater lines, 13,000 SY of HMA/C parking lot and roads, spring renovation along the San Gabriel River, 4000 LF of concrete sidewalk/ hike & bike trail; new play equipment, water/wastewater/storm utilities, 4000 CY of installing a new drainage channel, 175 LF of 7x8' reinforced box culverts & 8 concrete headwalls	City of Georgetown	Dave Melass, LSA-PM, City of Georgetown	512.930.3596	80%
2018	Meadows at Chandler Creek MUD Park Basketball Repair & Tiger Trail Sidewalk Repair	\$25,000.00	Round Rock, TX	2 EA Storm water drain inlet boxes including drain lines and SET, grading, new and repaired concrete sidewalks to maintain ADA standards	Meadows of Chandler Creek MUD	Herb Edmonson- Gray Engineering Inc.	512.844.7226	100%
2018	Meadows at Chandler Creek Maintenance	\$28,000.00	Round Rock, TC	Raise/Repair Storm water & Sewer manholes, and install play mulch in playgrounds	Meadows of Chandler Creek MUD	Herb Edmonson- Gray Engineering Inc.	512.844.7226	100%
2018	Brushy Creek Regional Trail Repair	\$218,000.00	Cedar Park, TX	Remove 1300 LF of existing damaged granite trail and wall and replace with new concrete trail, architectural guardrail & new structural retaining wall	Williamson County, TX	Randy Bell- Park Director	512.943.1922	100%

2018	<u>Pecan St. Culvert Replacement Project</u>	\$240,000.00	Granger, TX	Remove of existing failed drainage structure under city road and install NEW: 120 LF of 10x6' reinforced box culverts, 1100 SY HMA road, 400 LF of sidewalk, and 800 LF of new curb & gutter	City of Granger	Scott Murrah, BSP Engineers	512.759.2500	80%
2017	<u>Sun City Queen Tract Nature Trail</u>	\$102,000.00	Georgetown, TX	24,000 LF of 6 foot wide nature trail including mulching debris and placing mulch along trail, including rock armored drainage crossings and placing trail emergency markers	Pulte Homes- Sun City	Kath Kortbett, Sun City Trailblazers Hiking Club, 512.680.3881	512.680.3881	Stephen Ashlock, VP Land Development- Pulte 512.532.3355
2017	Courthouse Pavers	\$75,000.00	Georgetown, TX	Install 5000 SF of new brick pavers around county courthouse including, base, concrete, sand, and pavers	Williamson County, TX	Gary Wilson, Facilities Director	512.943.1599	80%
2017	Brady Lake Boat Ramp	\$96,000.00	Brady, TX	Remove existing dock and replace with new floating boat dock walkway & floating boat dock. Including sidewalk and ADA parking spaces	City of Brady	Peter Lamont, Director of Community Services	325.597.2152	65%
2017	Brushy Creek Lake Park Restroom Renovation & Parking Expansion	\$267,500.00	Cedar Park, TX	28 parking space expansion of an existing parking lot including ribbons curbs, striping & signage. Also included a renovation and expansion of an existing park restroom doubling it in size including demo, new CMU, new cedar framed metal roof, all new plumbing fixtures and electrical fixtures, new partitions.	City of Cedar Park	Shawn Cooper, City of Cedar Park	512.401.5502	100%

2017	Pepper Rock Park Parking Lot	\$129,000.00	Round Rock, TX	Addition of a 29 parking space parking lot to an existing park, including: concrete curbs, concrete sidewalks, firehydrant, HMA/C, striping, irrigation & landscape	Brushy Creek M.U.D.	Rachel Hagan- BCMUD	512.255.7871	100%
2017	<u>City of Llano- Main St. Renovations</u>	\$183,000.00	Llano, TX	Remove and replace concrete sidewalks along and infront of historical buildings in downtown, including, curb & gutter, handicap parking spaces, and aluminum ADA ramps for access to buildings	City of Llano	Tex Toller, City of Llano	512-658-8839	100%
2017	University Ave. CDBG Sidewalks Project	\$161,583.00	Georgetown, TX	1100 LF of sidewalks along state highway in downtown area, including ramps, handrail, and retaining walls	City of Georgetown	Joel Weaver, City of Georgetown	512.931.1923	100%
2016	Sun City Burr Oak Nature Trail	\$15,000.00	Georgetown, TX	5000 LF of 6 feet wide nature trail including grading, clearing/pruning trees, concrete armored drainage crossings and related items	Sun City Community Association	Kath Korbett, Sun City Trailblazers Hiking Club	512.680.3881	100%
2016	Sun Tree Park Parking Lot & ADA Sidewalk Repairs	\$31,000.00	Austin, TX	Add 2 new handicap parking spaces to existing park parking lot and remove and replace sidewalks/ramps to rehab them to ADA standards	Riverplace MUD	Herb Edmonson- Gray Engineering Inc.	512.844.7226	100%
2016	3rd St. CDBG Sidewalks	\$112,804.00	Georgetown, TX	1000 LF of new City sidewalks along neighborhood streets including ADA ramps and railing, and handicap curb ramps.	City of Georgetown, TX	Joel Weaver, CIP PM	512.931.7698	100%
2016	MCC Park Exposed Aggregate Sidewalk Repair	\$39,000.00	Round Rock, TX	Remove and replace 1100 LF of 6' wide exposed aggregate sidewalk in community park.	Meadows of Chandler Creek MUD	Herb Edmonson- Gray Engineering Inc.	512.844.7226	100%
2016	Brady Creek Trail	\$283,000.00	Brady, TX	New 4400 LF concrete trail, 8 feet wide, with handrails, concrete rip rap and related items	City of Brady	Peter Lamont, Director of Community Services	325.597.2152	100%

2015	Pflugerville ISD- Delco Primary School ADA Sidewalk and Ramps	\$49,600.00	Austin, TX	New school sidewalk and ADA Ramps leading to playscape area	Pflugerville ISD	Arthur Carrasco, Pflugerville ISD	512.845.3044	100%
2015	Madella Hilliard CDBG Sidewalk Improvements	\$63,600.00	Georgetown, TX	Remove and replace sidewalk in city neighborhood on and adjacent to City neighborhood center, adding handicap accessible ramps and walks.	City of Georgetown	Ken Taylor/ City of Georgetown	512.818.2477	100%
2014	Sorterra Center	\$150,000.00	Jarrell, TX	New 6"-8" WWV line with connections, services & manholes. Subcontractor of Lockhart Excavation	Manny Akiva	Brice Lockhart- Lockhart Excavation	254.855.3504	100%
2014	Chandler Creek M.U.D. Park- Creek Drainage and Trail Improvements	\$48,000.00	Round Rock, TX	135 LF of 4'-10' Tall Gabion Baskets installed along creek to repair erosion of channel, regrading of channel/granite/concrete trail repair, metal handrail repair, and headwall repair	Chandler Creek M.U.D.	Herb Edmonson- Gray Engineering Inc.	512.844.7226	100%
2014	Ronald Reagan Waterline * Subcontractor to Lockhart Excavation	\$1,600,000.00	Leander, TX	8400 LF extension to existing City of Leander 24" waterline along Ronald Reagan Blvd. and crossing the San Gabriel River. Included 220 LF of 42" steel encasement, 120 LF concrete pipe encasement, 71 LF concrete trench cap, 11 EA 30" Gate Valves, 6 EA 12" Gate Valves, 25 EA Fire Hydrants, asphalt cutting & repair, and required testing. Project site included limestone rock and groundwater.	City of Leander, TX	Milton Kokel	512.563.7552	70%

2013	Berry Springs Park Dam Repair	\$280,000.00	Georgetown, TX	Demo of existing damaged rock dam, install new 140 feet long 15 Foot tall structural concrete dam with wall stem, spread footer, and outflow apron. Included pond cleanout and regrading. Dam detains a pond fed by natural springs (Berry Springs).	Williamson County, TX	Randy Bell- Park Director	512.943.1922	95%
2013	Dam Maintenance 2013	\$62,500.00	Round Rock, TX & Pflugerville, TX	Installation of approximately 1500 LF roads each atop 2 Flood Control Dams on Texas Crushed Stone Property. Repair of an approximately 1700 LF road atop the Flood Control Dam at Meadowlake Park in North Round Rock. Repair of an approximately 700 LF road atop the Flood Control Dam off County Rd. 139 in Pflugerville. Repair of 3 dams caused by flood damage.	Upper Brushy Creek Water Control & Improvement District	Ruth Haberman, P.E.- General Manager	512-284-7685	100%
2013	Wave Pool Structural Concrete Wall Repair	\$20,100.00	Seguin, TX	Repair existing structural concrete retaining walls damaged by chlorine chemical contamination, including injected crack sealing, removing and replacing rebar, and removing and replacing concrete. Electrical and Plumbing repairs, and replacing galvanized steel grating	City of Seguin, TX	Crystal Miranda- Parks Superintendent	830.401.2485	100%
2013	Chandler Creek M.U.D. Park- Parking Expansion (subcontracted entire project from Keystone Construction, Inc.- Austin, TX)	\$62,000.00	Round Rock, TX	Expanding parking in existing MUD Park. Including site demo, subgrade prep, base installation, concrete curbs and sidewalks, concrete channel and HMAAC paving.	Chandler Creek M.U.D.	Herb Edmonson- Gray Engineering Inc.	512.452.0371	100%

2014	Fredrickson Ranch Offsite Waterline* Subcontractor to Lockhart Excavation	\$800,000.00	Georgetown, TX	10,000 LF of 12" waterline for new subdivision including related items. Project included rock.	City of Georgetown, TX- Fredrickson Ranch	David Munk or Bobby Fredrickson	Munk- (512) 930- 2572	70%
2014	Oxford Blvd. Culvert Replacement	\$300,000.00	Round Rock, TX	Remove: 4 barrel CMP crossing, 2 manholes, HMAc, remediate Asbestos concrete water pipe, WWV line. Install: 4 ea 5x8 RBC, 2 wingwalls, gabion mattresses, concrete rip rap, stone rip rap, 2 ea 5' curb inlets, 2 ea 4' Dia MHS, 1 ea 5' Dia MH, 18" RCP, 24" RCP, relocate waterline with tap, sidewalks, handrail and curb/gutter.	City of Round Rock, TX	Randy Crum	512.844.7226	75%
2014	Safe Routes to School Serving Mitchell Elementary School	\$406,000.00	Georgetown, TX	TXDOT FUNDED: 4401 LF concrete sidewalk 8 feet wide, 40 LF steel pedestrian bridge, 2x3' RBC with headwall and stone rip rap, CMP, concrete flume underdrain, topsoil and revegetation	City of Georgetown, TX	Joel Weaver	512.931.7699	90%
2014	Sonterra Apartments	\$125,000.00	Jarrell, TX	W, WWV, Storm utilities for new apartment complex including 6"-8" WWV lines, manholes, and service. Subcontractor of Lockhart Excavation	Manny Akiva	Brice Lockhart- Lockhart Excavation	254.855.3504	100%
2014	9th St. @ Church St. Patio	\$23,000.00	Georgetown, TX	Reinforced concrete retaining wall, curb/gutter, concrete dumpster pad with decorative stone masonry wall, and concrete stairs	City of Georgetown, TX	David Pierce- City of Georgetown	512-508-6782	100%
2014	Georgetown Airport- Advanced Jet Services Drainage Project	\$103,500.00	Georgetown, TX	Repair and completion of storm drainage including earthen ditch, HMAc Road cut/patch with 150 LF Double Barrell 24" RCP & 175 LF of 18" HDPE drainage utilities	City of Georgetown, TX	Joel Weaver, CIP PM	512.931.7698	100%

2016	Blanco River- River Rd. Slope Stabilization	\$464,865.00	San Marcos, TX	Demo existing damaged headwall and RCP along banks of the Blanco River. Install new 48-in RCP, 84-in manhole, a double barrel 48-in RCP Concrete Headwall, & MSE with 50 Each of 6'x4'x3' stacked limestone boulders for a retaining wall to stabilize bank erosion in this area. All work is being done in the bottom of the Blanco River and up it's slope..	City of San Marcos	Rey Garcia, P. E., City of San Marcos	512.393.8130	90%
2016	Lick Creek Park- Deer Run Pedestrian Bridge Repair	\$44,437.00	College Station, TX	Stabilize bank under one side of pedestrian bridge utilizing rock rip rap and 75 LF of 10' tall gabion baskets	City of College Station	Rusty Warncke	979-764-3731	100%
2015	Williamson County- Radio Tower Maintenance	\$24,000.00	Various Radio Tower Sites throughout Williamson Country	Repair various Radio Tower Sites for Williamson County Facilities Dept.- road repair, culvert/driveway installation, radio tower yard maintenance, and clean up	Williamson County, TX	Christi Stromberg	512.943.3377	100%
2015	Chandler Creek MUD Park- Park Maintenance/ Flood Repairs	\$12,000.00	Round Rock, TX	Raise/Repair Storm water & Sewer manholes, and repair flood damaged fence	Chandler Creek M.U.D.	Herb Edmonson- Gray Engineering Inc.	512.844.7226	100%
2015	Upper Brushy Creek WCID- Emergency Dam 22 Repair	\$40,000.00	Hutto, TX	Emergency Flood Repair for damages of storms from Memorial Day 2015. Including dam reinforcements by installing 3000 CY of large 18"-36" stone rip rap on face of dam and building an access road.	Upper Brushy Creek Water Control & Improvement District	Ruth Haberman, P.E.- General Manager	512-284-7685	100%

INDEX OF SHEETS

SHEET NUMBERS	DESCRIPTION
I. GENERAL SHEETS	
C001	TITLE SHEET
C002-C005	GENERAL NOTES
C006	SUMMARY OF QUANTITIES
II. TRAFFIC CONTROL PLAN SHEETS	
C007	TRAFFIC CONTROL PLAN
III. ROADWAY SHEETS	
C008-C010	TRAFFIC CONTROL STANDARDS
C011	BARRICADE AND CONSTRUCTION STANDARDS
C012	TRAFFIC CONTROL AND WORK ZONE STANDARDS
C013	
C014	
IV. FLASHING BEACON SHEETS	
C015	FLASHING BEACON LAYOUT
C016	
V. SIGNING AND PAVEMENT MARKING SHEETS	
C017	SIGNING AND PAVEMENT MARKING LAYOUT
C018-C020	SIGNING AND PAVEMENT MARKING STANDARDS
C021	
VI. EROSION CONTROL SHEETS	
C022-C024	SW3P PLAN
C025	
C026	

REGISTERED ACCESSIBILITY SPECIALIST (RAS) INSPECTION REQUIRED
TDLR NO. EABPRJ _____

NOTE:
SPECIFICATIONS ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION NOVEMBER 1, 2014 AND CITY OF TAYLOR SPECIFICATION ITEMS LISTED SHALL GOVERN ON THIS PROJECT.

REQUIRED SIGNS SHALL BE IN ACCORDANCE WITH THE LATEST TXDOT BC STANDARDS AND THE "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES".

CITY OF TAYLOR

4TH STREET
PEDESTRIAN
IMPROVEMENTS



LOCATION MAP
NOT TO SCALE

EXCEPTIONS: NONE
EQUATIONS: NONE
RAILROAD CROSSINGS: NONE

DESIGN:
DESIGN SPEED: 40 MPH
FUNCTIONAL CLASSIFICATION: MINOR ARTERIAL URBAN ROADWAY
LIMITS: AT INTERSECTION OF 4TH STREET AND PORTER STREET

HDR
HDR
Firm Registration No. F-754
710 Hesters Crossing, Suite 150
Round Rock, Texas 78681
512.685.2900

CITY OF TAYLOR
4TH STREET
PEDESTRIAN
IMPROVEMENTS
200 EAST FOURTH STREET
TAYLOR, TEXAS 76754

STATE OF TEXAS
JACOB E. WALKER
122057
PROFESSIONAL ENGINEER
03/01/2019

PREPARED BY:

Jacob E. Walker, P.E.
DATE: 03/01/2019
PROJECT MANAGER
HDR ENGINEERING, INC

PREPARED FOR:

CITY MANAGER
CITY OF TAYLOR
DATE: 3/1/19

SHEET TITLE
TITLE SHEET

GENERAL NOTES:

References to manufacturer’s trade name or catalog numbers are for the purpose of identification only. Similar materials from other manufacturers are permitted if they are of equal quality, comply with the specifications for this project, and are approved.

If work is performed at Contractor’s option, when inclement weather is impending, and the work is damaged by subsequent precipitation, the Contractor is responsible for all costs associated with replacing the work, if required.

The roadbed will be free of organic material prior to placing any section of the pavement structure.

Equip all construction equipment used in roadway work with highly visible omnidirectional flashing warning lights.

Provide a smooth, clean sawcut along the existing asphalt pavement structure, as directed. Consider subsidiary to the pertinent Items.

Construct all manholes/valves to final pavement elevations prior to the placement of final surface. If the manholes/valves are going to be exposed to traffic, place temporary asphalt around the manhole/valve to provide a 50:1 taper. The asphalt taper is subsidiary to the ACP work.

Use a self-contained vacuum broom to sweep the roadway and keep it free of sediment as directed. The contractor will be responsible for any sweeping above and beyond the normal maintenance required to keep fugitive sediment off the roadway as directed by the Engineer.

Damage to existing pipes and SET’s due to Contractor operations will be repaired at Contractor’s expense.

All locations used for storing construction equipment, materials, and stockpiles of any type, within the right of way, will be as directed. Use of right of way for these purposes will be restricted to those locations where driver sight distance to businesses and side street intersections is not obstructed and at other locations where an unsightly appearance will not exist. The Contractor will not have exclusive use of right of way but will cooperate in the use of the right of way with the city/county and various public utility companies as required.

CONTROL OF MATERIALS

Give a minimum of 1 business day notice for materials, which require inspection at the Plant.

For structures with paint containing hazardous materials, provide locations of paint removal 60 days prior to begin removal.

LEGAL RELATIONS AND RESPONSIBILITIES

City of Taylor will coordinate with TDLR regarding pedestrian elements and sidewalks. The contractor will procure and provide all permits, licenses, and inspections; pay all charges, fees, and taxes regarding TDLR rules governing industrialized housing and buildings.

No significant traffic generator events identified.

Erosion control and stabilization measures must be initiated immediately in portions of the site where construction activities have temporarily ceased and will not resume for a period exceeding 14 calendar days. Track all exposed soil, stockpiles, and slopes. Tracking consists of operating a tracked vehicle or equipment up and down the slope, leaving track marks perpendicular to the direction of the slope. Re-track slopes and stockpiles after each rain event or every 14 days, whichever occurs first. This work is subsidiary.

Perform maintenance of vehicles or equipment at designated maintenance sites. Keep a spill kit on-site during fueling and maintenance. This work is subsidiary.

Maintain positive drainage for permanent and temporary work for the duration of the project. Be responsible for any items associated with the temporary or interim drainage and all related maintenance. This work is subsidiary.

Suspend all activities near any significant recharge features, such as sinkholes, caves, or any other subterranean openings that are discovered during construction or core sampling. Do not proceed until the designated Geologist or TCEQ representative is present to evaluate and approve remedial action.

Locate aboveground storage tanks kept on-site for construction purposes in a contained area as to not allow any exposure to soils. The containment will be sized to capture 150% of the total capacity of the storage tanks.

ITEM 110 – EXCAVATION

The Engineer will define unsuitable material.

ITEM 132 – ALL EMBANKMENT

The Engineer will define unsuitable material. Material which the Contractor might deem to be unsuitable due to moisture content will not be considered unsuitable material.

Prior to begin embankment of existing area, correct or replace unstable material to a depth of 6 in. below existing grade. Embankment areas will be inspected prior to beginning work.

Rock or broken concrete produced by the project is allowed in earth embankments. The size of the rock or broken concrete will not exceed the layer thickness requirements in Section 132.3.4., “Compaction Methods.” The material will not be placed vertically within 5 ft. of the finished subgrade elevation.

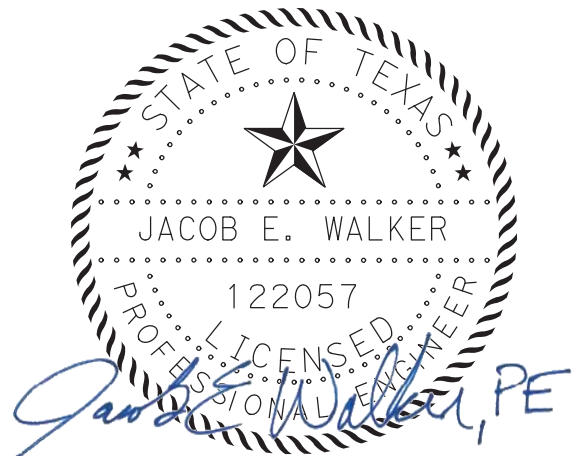
Embankment placed vertically within 5 ft. of the finished subgrade elevation or within the edges of the subgrade and treated with lime, cement, or other calcium based additives must have a sulfate content less than 3000 ppm. Allow 5 business days for testing. Treatment of sulfate material 3000 ppm to 7000 ppm



HDR
Firm Registration No. F-754
710 Hesters Crossing, Suite 150
Round Rock, Texas 78681
512.685.2900

CITY OF TAYLOR
4TH STREET
PEDESTRIAN
IMPROVEMENTS

200 EAST FOURTH STREET
TAYLOR, TEXAS 76574



03/01/2019

NO. DATE ISSUE

SHEET TITLE

GENERAL NOTES

SHEET 1 OF 4

SHEET NUMBER

requires 7 days of mellowing and continuous water curing, in accordance TxDOT guidelines for Treatment of Sulfate-Rich Soils and Bases in Pavement Structures (9/2005). Material over 7000 ppm is not allowed.

ITEM 160 - TOPSOIL
Off-site topsoil will have a minimum PI of 25.

No Sandy Loam allowed.

Obtain approval of the actual depth of the topsoil sources for both on-site and off-site sources.

Construct topsoil stockpiles of no more than five (5) feet in height.

It is permissible to use topsoil dikes for erosion control berms within the right of way, as directed.
Seed or track slopes within 14 days of placement.

Salvage topsoil from sites of excavation and embankment. Maximum salvage depth is 6 inches.

Windrowing of topsoil obtained from the Right of Way (ROW) is not allowed.

ITEM 162 – SODDING FOR EROSION CONTROL
Provide common Bermuda. Provide St. Augustine if the adjacent grass is St. Augustine.

ITEM 168 – VEGETATIVE WATERING
Water all areas of project to be seeded or sodded.

Maintain the seedbed in a condition favorable for the growth of grass. Watering can be postponed immediately after a rainfall on the site of ½ inch or greater, but will be resumed before the soil dries out. Continue watering until final acceptance.

Vegetative watering rates and quantities are based on ¼ inch of watering per week over a 3-month watering cycle. The actual rates used and paid for will be as directed and will be based on prevailing weather conditions to maintain the seedbed.

Obtain water at a source that is metered (furnish a current certification of the meter being used) or furnish the manufacturer’s specifications showing the tank capacity for each truck used. Notify the Engineer, each day that watering takes place, before watering, so that meter readings or truck counts can be verified.

ITEM 416 - DRILLED SHAFT FOUNDATIONS
Stake all Foundations, for approval, before beginning drilling operations.

Remove spoils from a flood plain at the end of each work day.

ITEM 502 - BARRICADES, SIGNS, AND TRAFFIC HANDLING
For roadways without defined allowable closure times, nighttime lane closures will be allowed from 7 P to 6 A. Unless stated, daytime or Friday night lane closures will not be allowed and one lane in each direction will remain open at all times for all roadways.

No closures will be allowed on the weekends, working day prior, and working day after the National Holidays defined in the Standard Specifications, Good Friday, and Easter weekend. All lanes will be open by noon of the day before these special events.

To account for directional traffic volumes, begin and end times of closures may be shifted equally by the Engineer. The closure duration will remain. Added compensation is not allowed.

Submit an emailed request for a lane closure (LCN) to the City of Taylor. The email will be submitted in the format provided. Receive concurrence prior to implementation. Submit a cancellation of lane closures a minimum of 18 hours prior to implementation. Blanket requests for extended periods are not allowed. Max duration of a request is 2 weeks prior to requiring resubmittal. Provide 2 hour notice prior to implementation and immediately upon removal of the closure.

Submit the request a minimum of 48 hours prior to the closure and by the following deadline immediately prior to the closure: 11A on Tuesday or 11A on Friday.

Submit request for traffic detours and full roadway closures 168 hours prior to implementation. Submit request for nighttime work 96 hours to implementation date.

Cancellations of accepted closures (not applicable to full closures or detours) due to weather will not require resubmission in accordance with the above restrictions if the work is completed during the next allowable closure time.

Closures that conflict with adjacent contractor will be prioritized according to critical path work per latest schedule. Conflicting critical path or non-critical work will be approved for first LCN submitted. Denial of a closure due to prioritization or other reasons will not be reason for time suspension, delay, overhead, etc.

Cover, relocate or remove existing signs that conflict with traffic control. Install all permanent signs, delineation, and object markers required for the operation of the roadway before opening to traffic. Use of temporary mounts is allowed or may be required until the permanent mounts are installed or not impacted by construction. Maintain the temporary mounts. This work is subsidiary.

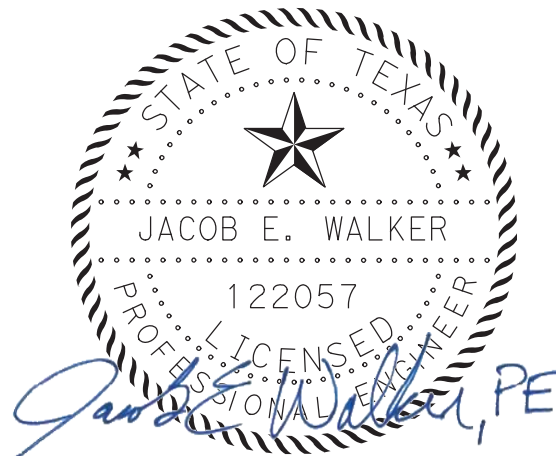
Meet with the Engineer prior to lane closures to ensure that sufficient equipment, materials, devices, and workers will be used. Take immediate action to modify traffic control, if at any time the queue becomes greater than 20 minutes. Have a contingency plan of how modification will occur. Consider inclement weather prior to implementing the lane closures. Do not set up traffic control when the pavement is wet.



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**CITY OF TAYLOR
4TH STREET
PEDESTRIAN
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200 EAST FOURTH STREET
TAYLOR, TEXAS 76574



03/01/2019

NO. DATE ISSUE

SHEET TITLE

GENERAL NOTES

SHEET 2 OF 4

SHEET NUMBER

C003

Place a 28 inch cone, meeting requirements of BC (10), on top of foundations that have protruding studs. This work is subsidiary.

Edge condition treatment types must be in accordance with the TxDOT standard. Installation and removal of a safety slope is subsidiary.

To determine a speed limit or an advisory speed limit, submit a request to City of Taylor 60 business days prior to manufacture of the sign.

For non-site specific signal projects, 2 months of barricades will be paid per work order location.

ITEM 506 - TEMPORARY EROSION, SEDIMENTATION, AND ENV CONTROLS
Install, maintain, remove erosion, sedimentation and environmental control measures in areas of the right of way utilized by the contractor that are outside the limits of disturbance required for construction. Permanently stabilize the area. This work is subsidiary.

ITEM 528, 531 and 536
Reinforcement will be in accordance with Item 432.3.1 unless shown on the plans. Fiber reinforcement is not allowed. Class A and B Concrete are allowed to use Coarse Aggregate Grades 1-8. Expansion joints must be in accordance with City of Taylor standard details. Sidewalk cross slope must not exceed 1.5%.

Unless shown on the plans or in the pay items, all concrete will be 5 in. thick and have 2 in. sand, base, or RAP bedding. Furnish base meeting the requirement for any type or grade in accordance with Item 247. Base compressive strengths are waived. RAP must be 100% passing a 1 in. sieve. Bedding must be placed using ordinary compaction.

If roots are encountered verify with the Engineer prior to accommodating or removing 2 in. diameter or larger roots. Root removal must be in accordance with Item 752.4.2. Roots may remain in the bedding or base. For improvements within 6 in. of a root, the concrete thickness may be reduced by 1 in. and the bedding increased by 1 in. to minimize impacts to the roots. Adjust bedding and surface profile to provide a 1 in. bedding cushion around the roots. The surface profile may be adjusted to the extent allowed by ADA. This work is subsidiary.

ITEM 600s – LIGHTING, SIGNING, MARKINGS, AND SIGNALS
Use materials from Material Producer List as shown on the TxDOT website (TxDOT.gov > Business > Resources). Furnish new material as required per Standard Specification.

Meet the requirements of the NEC, Texas MUTCD, TxDOT standards, and TxDOT Standard Specifications. If existing elements shown to remain do not meet the codes or specifications, provide notice to the Engineer.

Provide a 7 day advance email notice to the Engineer to request illumination or traffic signal punch list inspection.

Provide a 14 day advance email notice to the Engineer with signal technician contact information and signal locations prior to assuming maintenance and operations of illumination or traffic signal.

Provide a 60 day advance email notice to the Engineer to request signal timing if timing is not provided in the plans.

ITEM 618 - CONDUIT
Fit PVC and HDPE conduit terminations with bell ends.

The locations of conduit and ground boxes are diagrammatic, shift as directed to accommodate field conditions.

Install conduit in an area not exceeding 2 feet in any direction from a straight line.

Install conduit at a minimum depth of 2 ft. below finished grade. Installation of the conduit by jacking or boring method will be at a depth of at least 1 ft. below the bottom of the base material of the roadway.

Install a high tension, non-metallic pull rope in all conduit runs. The pull ropes are for future use. Cap all empty conduit using standard weather tight conduit caps as directed. This work is subsidiary.

Use a coring device when drilling holes through concrete structures.

When using existing conduit, ensure that all conduits have bushings and cleaned of dirt, mud, grease, and other debris. Re-strap existing or relocated conduit per the specification. This work is subsidiary. Replacement of existing conduit that is unusable will be paid using the existing bid items.

ITEM 620 - ELECTRICAL CONDUCTORS
Provide and install 10 amp time delay fuses.

For Flashing Beacons (Item 685) and Pedestal Poles (Item 687), provide single-pole breakaway disconnects. Use Bussman HEBW, Littelfuse LEB, Ferraz-Shawmut FEB, or equal on ungrounded conductors. For all grounded conductors use Bussman HET, Littelfuse LET, Ferraz-Shawmut FEBN, or equal. These breakaway connectors have a white colored marking and a permanently installed solid neutral.

Install a minimum size 8 AWG equipment grounding conductor (EGC) in all conduits including loop detectors and traffic signal cables. Payment and the size of the EGC will be in accordance with standard ED (3)-14 note 12. Clearly and permanently, mark “illumination” on the luminaire conductors installed in inside a traffic signal pole. Make the marks easily visible from the hand hole.



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200 EAST FOURTH STREET
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03/01/2019

NO. DATE ISSUE

SHEET TITLE
GENERAL NOTES

SHEET 3 OF 4

SHEET NUMBER

C004

Identify the conductors as shown on the Electrical Details Standard Sheets when two or more conductors are present in one conduit or enclosure. Use identification tag with two plastic straps. Each tag will indicate circuit number, letter, or other identification as shown on the plans.

ITEM 624 – GROUND BOXES

Aggregate for fill under the box shall be crushed, have a maximum size of 2 in., minimum size of ½ in., and requirements per Item 302 are waived.

ITEM 628 – ELECTRICAL SERVICES

Contact the utility company upon execution of contract and prior to the pre-construction meeting to make arrangements for all work and materials provided by the utility company. Accounts shall be placed in the name of City of Taylor.

The traffic signal system will require 120/240 volt power.

ITEM 644 – SMALL ROADSIDE SIGN ASSEMBLIES

Triangular slip base that use set screws to secure the post will require 1 of the set screws to penetrate the post by drilling a hole in the post at the location of the screw. All set screws shall be treated with anti-seize compound.

ITEM 666 - RETROREFLECTORIZED PAVEMENT MARKINGS

Notify the Engineer at least 24 hr. before beginning work.

Use of temporary flexible reflective roadway marker tabs is subsidiary and at the Contractor’s option. Contractor must replace missing or damaged tabs nightly. If using tabs, place longitudinal markings weekly by 5 AM Friday for all weekday work and by 5 AM Monday for all weekend work. Failure to maintain temporary markings or place longitudinal markings by deadline will require nightly placement of pavement markings. Place longitudinal markings a minimum of once a week for all prior work for roadways with ADT greater than 20,000. Place longitudinal markings within 10 calendar days of placing surface for roadways with ADT greater than 5,000.

TY II markings must cure 48 hr. prior to placing TY I markings.

Reference all existing stripes before commencing work. Obtain approval for placement of guide marks before installing permanent pavement markings. This work is subsidiary.

ITEM 677 - ELIMINATING EXISTING PAVEMENT MARKINGS AND MARKERS

Dispose of raised pavement markers and pavement markings off the right of way.

Black paint/thermo will not be allowed.

Remove existing pavement markings in accordance with Item 677.4.3 “Blasting Method”. No other means of removal will be allowed unless approved by the Engineer.

General Notes

Sheet G

ITEM 684 – TRAFFIC SIGNAL CABLES

For each cable run, coil an extra 2 ft. of cable in each steel pole and 5 ft. in the controller cabinet.

ITEM 6185 – TRUCK MOUNTED ATTENUATOR AND TRAILER ATTENUATOR

A TMA/TA shall be used when installing and removing a TCP setup. The same TMA/TA used for the TCP installation/removal shall be used and paid in the same manner as the TCP setup. Mobile operation is defined as work that utilizes TCP (3-1) thru (3-5).

The contractor will be responsible for determining if one or more operations will be ongoing at the same time to determine the total number of TMA/TA required for the project.

General Notes

Sheet H



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GENERAL NOTES

SHEET 4 OF 4

SHEET NUMBER

C005

SUMMARY OF
TRAFFIC CONTROL QUANTITIES

LOCATION	500 6001	502 6025
	MOBILIZATION	BARRICADES, SIGNS AND TRAFFIC HANDLING
	LS	LS
TRAFFIC CONTROL	1	1
Total	1	1

SUMMARY OF REMOVAL QUANTITIES

LOCATION	104 6022	104 6032	105 6039	677 6001
	REMOVING CONC (CURB AND GUTTER)	REMOVING CONC (WHEELCHAIR RAMP)	REMOVE STAB BASE AND ASPH PAV (6"-20")	ELIM EXT PAV MRK & MRKS (4") (BLASTING METHOD)
	LF	SY	SY	LF
REMOVAL PLAN	30	32	69	1,334
TOTAL	30	32	69	1,334

SUMMARY OF ROADWAY QUANTITIES

LOCATION	132 6003	432 6002	528 6004	529 6008	531 6001	531 6016	531 6040
	EMBANKMENT (FINAL) (ORD COMP) (TY B)	RIPRAP (CONC) (5 IN)	LANDSCAPE PAVERS	CONC CURB & GUTTER (TY II)	CONC SIDEWALKS (4")	CURB RAMPS (TY 21)	CURB RAMPS (TY 3) (MOD)
	CY	CY	SY	LF	SY	EA	EA
ROADWAY PLAN	9	5	32	166	6	1	1
TOTAL	9	5	32	166	6	1	1

SUMMARY OF SIGNING AND PAVEMENT MARKING QUANTITIES

LOCATION	644 6001	644 6004	644 6009	644 6012	644 6071	658 6050	666 6047	666 6101	666 6167	666 6170	666 6182
	IN SM RD SN SUP&AM TY10BWG (1) SA (P)	IN SM RD SN SUP&AM TY10BWG (1) SA (T)	IN SM RD SN SUP&AM TY10BWG (1) SB (P)	IN SM RD SN SUP&AM TY10BWG (1) SB (T)	RELOCATE SM RD SN SUP&AM TY TWT	INSTL OM ASSM (OM-2Z) (FLX)SRF	REFL PAV MRK TY I (W) 24" (SLD) (090MIL)	REF PAV MRK TY I (W) 36" (YLD TRI) (090MIL)	REFL PAV MRK TY II (W) 4" (BRK)	REFL PAV MRK TY II (W) 4" (SLD)	REFL PAV MRK TY II (W) 24" (SLD)
	EA	EA	EA	EA	EA	EA	LF	EA	LF	LF	LF
SIGNING AND STRIPING LAYOUT	1	1	2	1	1	1	60	12	140	560	60
TOTAL	1	1	2	1	1	1	60	12	140	560	60

LOCATION	666 6199	666 6207	666 6299	666 6302	666 6314	672 6007	678 6001	678 6008	678 6023	678 6033
	REFL PAV MRK TY II (W) 36" (YLD TRI)	REFL PAV MRK TY II (Y) 4" (SLD)	RE PM W/RET REQ TY I (W) 4" (BRK) (090MIL)	RE PM W/RET REQ TY I (W) 4" (SLD) (090MIL)	RE PM W/RET REQ TY I (Y) 4" (SLD) (090MIL)	REFL PAV MRKR TY I-C	PAV SURF PREP FOR MRK (4")	PAV SURF PREP FOR MRK (24")	PAV SURF PREP FOR MRK (36") (YLD TRI)	PAV SURF PREP FOR MRK (RPM)
	EA	LF	LF	LF	LF	EA	LF	LF	EA	EA
SIGNING AND STRIPING LAYOUT	12	1,160	140	560	1,160	8	1,860	60	12	8
TOTAL	12	1,160	140	560	1,160	8	1,860	60	12	8

SUMMARY OF SW3P QUANTITIES

	160 6003	162 6002	168 6001	506 6035	506 6042	506 6043
	FURNISHING AND PLACING TOPSOIL (4")	BLOCK SODDING	VEGETATIVE WATERING	SANDBAGS FOR EROSION CONTROL	BIODEG EROSN CONT LOGS (INSTL) (18")	BIODEG EROSN CONT LOGS (REMOVE)
	SY	SY	MG	EA	LF	LF
SW3P PLAN	76	76	3	12	30	30
TOTAL	76	76	3	12	30	30

SUMMARY OF FLASHING BEACON QUANTITIES

	416 6030	618 6046	618 6053	618 6070	618 6054	620 6004	620 6007	624 6002	628 6251	636 6001	684 6014	6200 6001
	DRILL SHAFT (TRF SIG POLE) (24 IN)	CONDT (PVC) (SCH 80) (2")	CONDT (PVC) (SCH 80) (3")	CONDT (RM) (2")	CONDT (PVC) (SCH 80) (3") (BORE)	ELEC CONDR (NO.12) INSULATED	ELEC CONDR (NO.8) BARE	GROUND BOX TY A (122311) W/APRON	ELC SRV TY D 120/240 100(NS)SS(N)S P(U)	ALUMINUM SIGNS (TY A)	TRF SIG CBL (TY A) (12 AWG) (9' CONDR)	RAPID FLASH BEACON
	LF	LF	LF	LF	LF	LF	LF	EA	EA	SF	LF	EA
FLASHING BEACON LAYOUT	18	70	25	30	70	130	160	4	1	51	147	3
Total	18	70	25	30	70	130	160	4	1	51	147	3



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NO. DATE ISSUE

SHEET TITLE

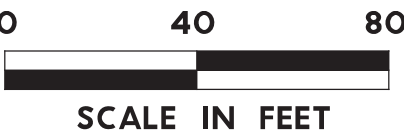
SUMMARY OF
QUANTITIES

SHEET NUMBER

C006

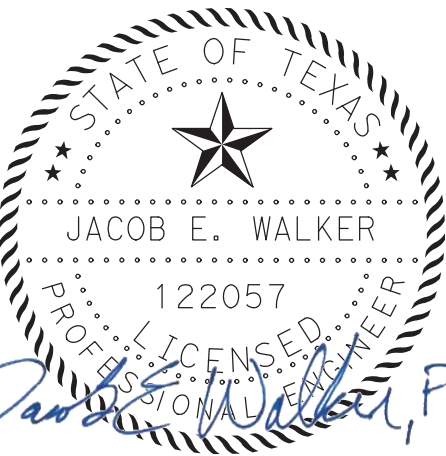


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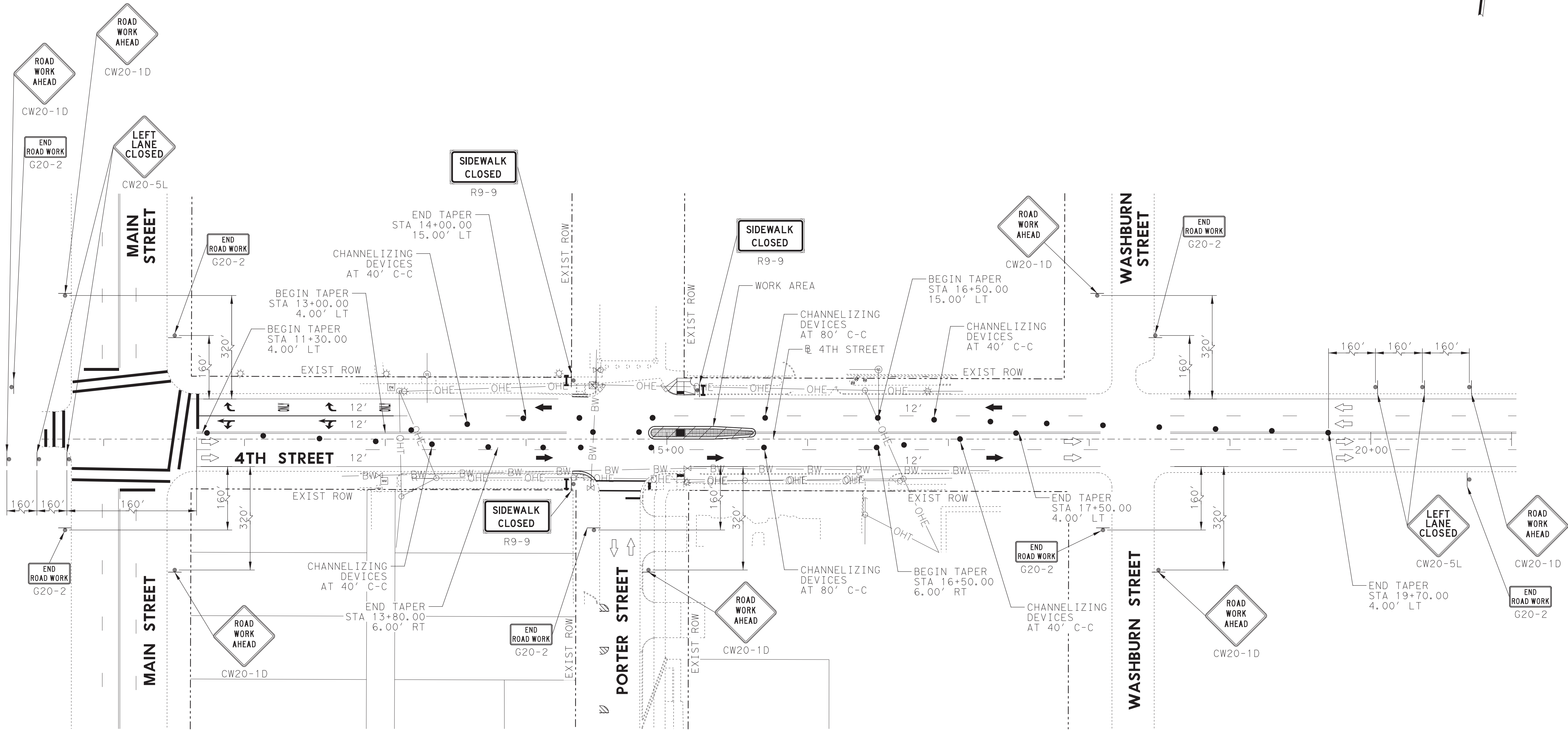
TRAFFIC
CONTROL PLAN

SHEET NUMBER

C007

LEGEND

- EXISTING RIGHT OF WAY
- WORK AREA
- CHANNELIZING DEVICE
- TEMPORARY TYPE 2 BARRICADE
- PROPOSED TEMPORARY SIGN
- EXISTING TRAFFIC DIRECTION
- PROPOSED TRAFFIC DIRECTION



NOTES:

- SEE "ROADWAY PLAN" SHEET FOR ALIGNMENT DATA.
- TEMPOARY SIGN LOCATIONS MAY BE ADJUSTED DUE TO FIELD CONDITIONS.

TCP NARRATIVE

4TH STREET POSTED SPEED: 35 MPH

PHASE 1:
UTILIZING TCP (1-1)-18, CONSTRUCT THE CURB RETURN ON THE SOUTHWEST CORNER OF 4TH STREET AND PORTER STREET AND THE CURB RAMP ON THE NORTHEAST CORNER OF 4TH STREET AND PORTER STREET.

PHASE 2:
UTILIZING THE TRAFFIC CONTROL PLAN AND APPLICABLE TRAFFIC CONTROL PLAN STANDARDS, CONSTRUCT THE MEDIAN ISLAND, CURB RAMP AND PROPOSED STRIPING.

DISTANCE OF THIS SHEET IS GOVERNED BY THE "Texas Engineering Practice Act". No segment of any sheet shall be used without the approval of the Engineer. If a portion of a sheet is required, the entire sheet must be used.

BARRICADE AND CONSTRUCTION (BC) STANDARD SHEETS GENERAL NOTES:

- The Barricade and Construction Standard Sheets (BC sheets) are intended to show typical examples for placement of temporary traffic control devices, construction pavement markings, and typical work zone signs. The information contained in these sheets meet or exceed the requirements shown in the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
- The development and design of the Traffic Control Plan (TCP) is the responsibility of the Engineer.
- The Contractor may propose changes to the TCP that are signed and sealed by a licensed professional engineer for approval. The Engineer may develop, sign and seal Contractor proposed changes.
- The Contractor is responsible for installing and maintaining the traffic control devices as shown in the plans. The Contractor may not move or change the approximate location of any device without the approval of the Engineer.
- Geometric design of lane shifts and detours should, when possible, meet the applicable design criteria contained in manuals such as the American Association of State Highway and Transportation Officials' (AASHTO), "Policy on Geometric Design of Highways and Streets," the TxDOT "Roadway Design Manual" or engineering judgment.
- When projects abut, the Engineer(s) may omit the END ROAD WORK, TRAFFIC FINES DOUBLE, and other advance warning signs if the signing would be redundant and the work areas appear continuous to the motorists. If the adjacent project is completed first, the Contractor shall erect the necessary warning signs as shown on these sheets, the TCP sheets or as directed by the Engineer. The BEGIN ROAD WORK NEXT X MILES sign shall be revised to show appropriate work zone distance.
- The Engineer may require duplicate warning signs on the median side of divided highways where median width will permit and traffic volumes justify the signing.
- All signs shall be constructed in accordance with the details found in the "Standard Highway Sign Designs for Texas," latest edition. Sign details not shown in this manual shall be shown in the plans or the Engineer shall provide a detail to the Contractor before the sign is manufactured.
- The temporary traffic control devices shown in the illustrations of the BC sheets are examples. As necessary, the Engineer will determine the most appropriate traffic control devices to be used.
- As shown on BC(2), the OBEY WARNING SIGNS STATE LAW sign, STAY ALERT TALK OR TEXT LATER (see Sign Detail G20-10T) and the WORK ZONE TRAFFIC FINES DOUBLE sign with placard shall be erected in advance of the CSJ limits. However, the TRAFFIC FINES DOUBLE sign will not be required on projects consisting solely of mobile operation work, such as striping or milling edge-line rumble strips. The BEGIN ROAD WORK NEXT X MILES, CONTRACTOR and END ROAD WORK signs shall be erected at or near the CSJ limits.
- Except for devices required by Note 10, traffic control devices should be in place only while work is actually in progress or a definite need exists.
- The Engineer has the final decision on the location of all traffic control devices.
- Inactive equipment and work vehicles, including workers' private vehicles must be parked away from travel lanes. They should be as close to the right-of-way line as possible, or located behind a barrier or guardrail, or as approved by the Engineer.

WORKER SAFETY APPAREL NOTES:

- Workers on foot who are exposed to traffic or to construction equipment within the right-of-way shall wear high-visibility safety apparel meeting the requirements of ISA "American National Standard for High-Visibility Apparel," or equivalent revisions, and labeled as ANSI 107-2004 standard performance for Class 2 or 3 risk exposure. Use of 3 garments should be considered for high traffic volume work areas or night time work.

SIGN DETAIL (G20-10T)

Only pre-qualified products shall be used. The "Compliant Work Zone Traffic Control Devices List" (CWZTCL) describes pre-qualified products and their sources and may be found on-line at the web address given below or by contacting:

Texas Department of Transportation
Traffic Operations Division - TE
Phone (512) 416-3118

THE DOCUMENTS BELOW CAN BE FOUND ON-LINE AT

<http://www.txdot.gov>

COMPLIANT WORK ZONE TRAFFIC CONTROL DEVICES LIST (CWZTCL)
DEPARTMENTAL MATERIAL SPECIFICATIONS (OMS)
MATERIAL PRODUCER LIST (MPL)
ROADWAY DESIGN MANUAL - SEE "MANUALS (ONLINE MANUALS)"
STANDARD HIGHWAY SIGN DESIGNS FOR TEXAS (SHSD)
TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD)
TRAFFIC ENGINEERING STANDARD SHEETS

SHEET 1 OF 12

BARRICADE AND CONSTRUCTION GENERAL NOTES AND REQUIREMENTS

BC(1)-14

FILE	REV	DATE	BY	CHKD	APP'D	DESCRIPTION
T14017	November 2002		john_lee	jason		revision
4-03	5-10	8-14				
9-07	1-10		EJG	COWLEY	SALES	

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TYPICAL APPLICATION OF WORK ZONE SPEED LIMIT SIGNS

Work zone speed limits shall be regulatory, established in accordance with the "Procedures for Establishing Speed Signs," and approved by the Texas Transportation Commission, or by City Ordinance when within Incorporated City Limits.

Reduced speeds should only be posted in the vicinity of work activity and not throughout the entire project.
Regulatory work zone speed signs (R2-1) shall be removed or covered during periods when they are not needed.

GUIDANCE FOR USE:

LONG/INTERMEDIATE TERM WORK ZONE SPEED LIMITS

This type of work zone speed limit should be included on the design of the traffic control plans when restricted geometries with a lower design speed are present in the work zone and modification of the geometrics to a higher design speed is not feasible.

Long/Intermediate Term Work Zone Speed Limit signs, when approved as described above, should be posted and visible to the motorist when work activity is present. Work activity may also be defined as a change in the roadway that requires a reduced speed for motorists to safely negotiate the work area, including:

- rough road or damaged pavement surface
- substantial alteration of roadway geometrics (diversions)
- construction detours
- grade
- width
- other conditions readily apparent to the driver

As long as any of these conditions exist, the work zone speed limit signs should remain in place.

SHORT TERM WORK ZONE SPEED LIMITS

This type of work zone speed limit may be included on the design of the traffic control plans when workers or equipment are not behind concrete barrier, when work activity is within 10 feet of the traveled way or actually in the traveled way.

Short Term Work Zone Speed Limit signs should be posted and visible to the motorists when work activity is present. When work activity is not present, signs shall be removed or covered. (See Removing or Covering on BC(4)).

GENERAL NOTES

- Regulatory work zone speed limits should be used only for sections of construction projects where speed control is of major importance.
- Regulatory work zone speed limit signs shall be placed on supports at a 7 foot minimum mounting height.
- Speed zone signs are illustrated for one direction of travel and are normally posted for each direction of travel.
- Frequency of work zone speed limit signs should be:
 - 40 mph and greater: 0.2 to 2 miles
 - 35 mph and less: 0.2 to 1 mile
- Regulatory speed limit signs shall have black legend and border on a white reflective background (See "Reflective Sheeting" on BC(4)).
- Fabrication, erection and maintenance of the "ADVANCE SPEED LIMIT" (W2-5) sign, "WORK ZONE" (W2-5a) plaque and the "SPEED LIMIT" (R2-1) signs shall not be paid for directly, but shall be considered subsidiary to Item 502.
- Turning signs from view, laying signs over or down will not be allowed, unless as otherwise noted under "REMOVING OR COVERING" on BC(4).
- Techniques that may help reduce traffic speeds include but are not limited to:
 - Law enforcement.
 - Flagger stationed next to sign.
 - Portable changeable message sign (POMS).
 - Low-power (diesel) radar transmitter.
 - Speed monitor trailers or signs.
- Speeds shown on details above are for illustration only. Work Zone Speed Limits should only be posted as approved for each project.
- For more specific guidance concerning the type of work, work zone conditions and factors impacting allowable regulatory construction speed zone reduction see txdot form #204 in the txdot e-form system.

SEE SHEET 3 OF 12

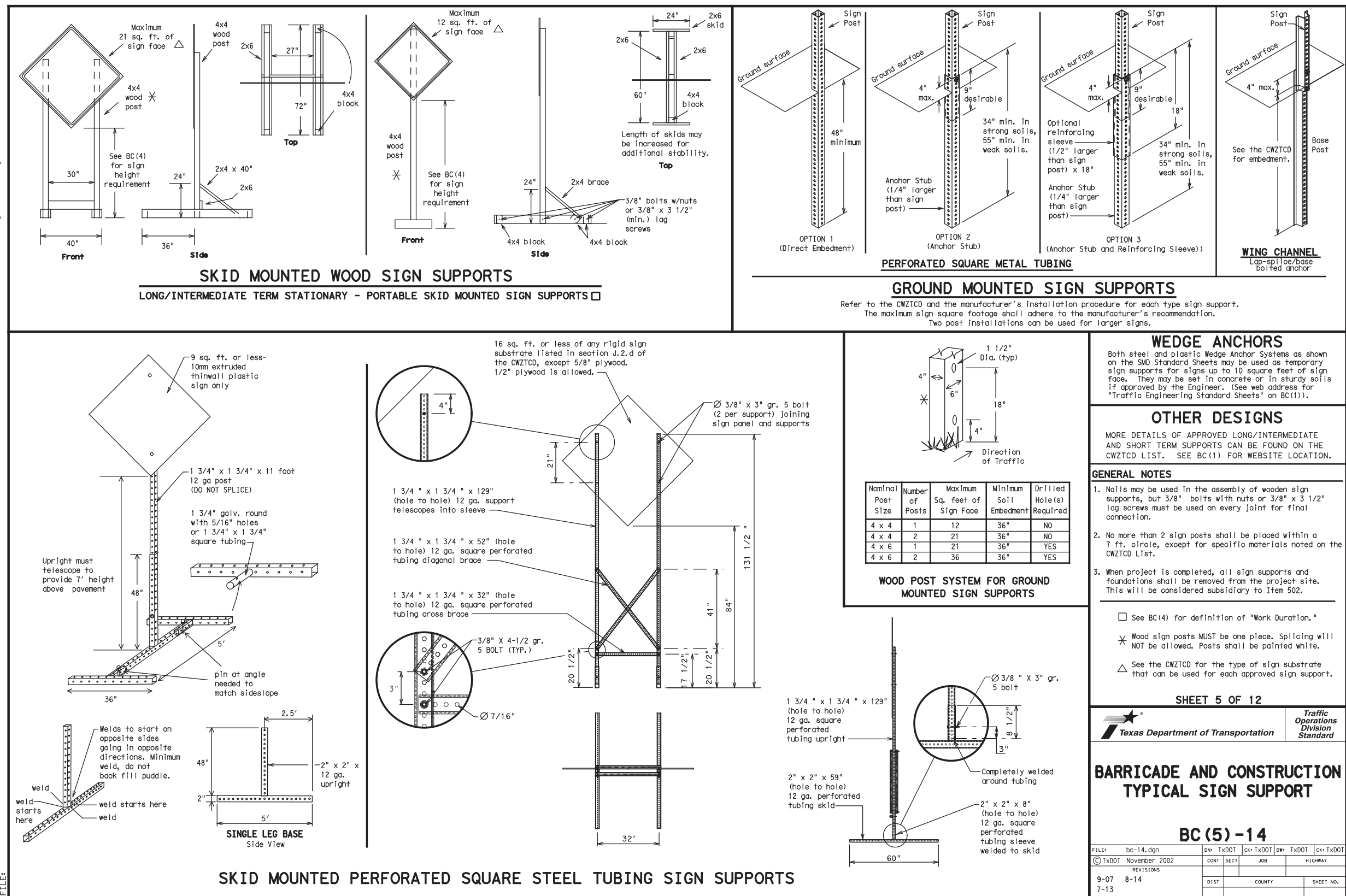
Texas Department of Transportation
Traffic Operations Division Standard

**BARRICADE AND CONSTRUCTION
WORK ZONE SPEED LIMIT**

BC (3) - 14

DATE: 10-18-00	BY: TxDOT	DATE: 10-18-00	BY: TxDOT	DATE: 10-18-00	BY: TxDOT
10-18-00	10-18-00	10-18-00	10-18-00	10-18-00	10-18-00
10-18-00	10-18-00	10-18-00	10-18-00	10-18-00	10-18-00
10-18-00	10-18-00	10-18-00	10-18-00	10-18-00	10-18-00

[illegible]



RECOMMENDED PHASES AND FORMATS FOR PCMS MESSAGES DURING ROADWORK ACTIVITIES

(The Engineer may approve other messages not specifically covered here.)

Phase 1: Condition Lists		Phase 2: Possible Component Lists	
Road/Lane/Ramp Closure List	Other Condition List	Action to Take/Effect on Travel	Location List
FREEWAY CLOSED X MILE	ROADWORK XXXX FT	MERGE RIGHT	AT FM XXXX
ROAD CLOSED AT SH XXXX	SHOULDER CLOSED XXXX FT	DETOUR NEXT EXIT	BEFORE RAILROAD CROSSING
ROAD CLOSED AT SH XXXX	RIGHT LN NARROWS XXXX FT	USE EXIT XXX	NEXT X MILES
ROAD CLOSED AT SH XXXX	RIGHT X LINES CLOSED	STAY ON US XXXX	PAST US XXXX EXIT
ROAD CLOSED AT SH XXXX	RIGHT X LINES CLOSED	TRUCKS TO I-XX N	RIGHT LANE EXIT
ROAD CLOSED AT SH XXXX	RIGHT X LINES CLOSED	WATCH FOR TRUCKS	RIGHT LANE EXIT
ROAD CLOSED AT SH XXXX	RIGHT X LINES CLOSED	EXPECT DELAYS	USE XXX TO FM XXXX
ROAD CLOSED AT SH XXXX	RIGHT X LINES CLOSED	PREPARE TO STOP	USE CAUTION
ROAD CLOSED AT SH XXXX	RIGHT X LINES CLOSED	REDUCE SPEED XXX FT	DRIVE WITH CARE
ROAD CLOSED AT SH XXXX	RIGHT X LINES CLOSED	END SHOULDER USE	DRIVE WITH CARE
ROAD CLOSED AT SH XXXX	RIGHT X LINES CLOSED	WATCH FOR WORKERS	WATCH FOR WORKERS
ROAD CLOSED AT SH XXXX	RIGHT X LINES CLOSED	USE OTHER ROUTES	WATCH FOR WORKERS
ROAD CLOSED AT SH XXXX	RIGHT X LINES CLOSED	STAY IN LANE	STAY IN LANE

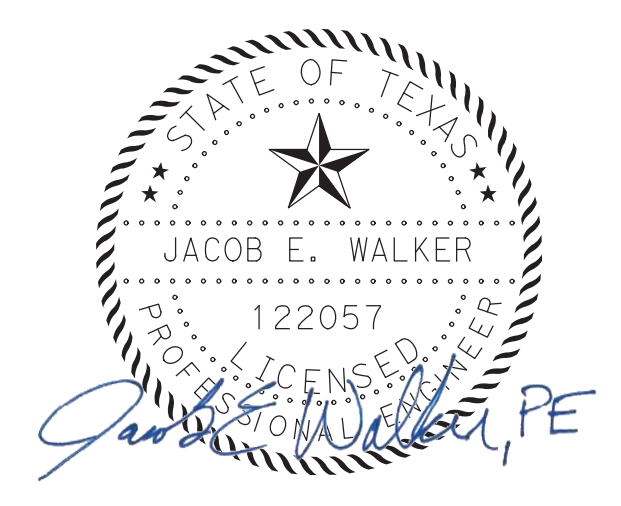
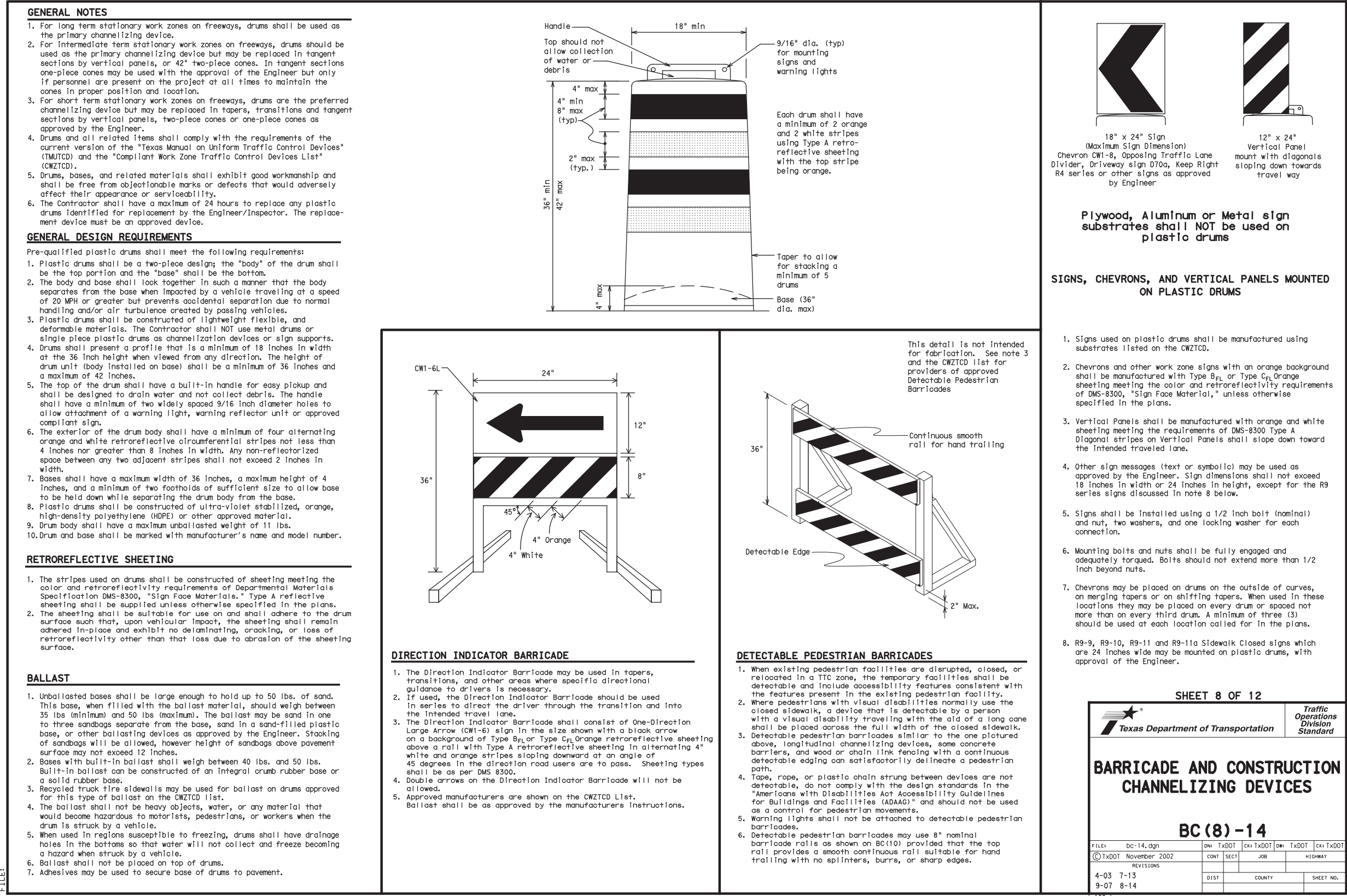
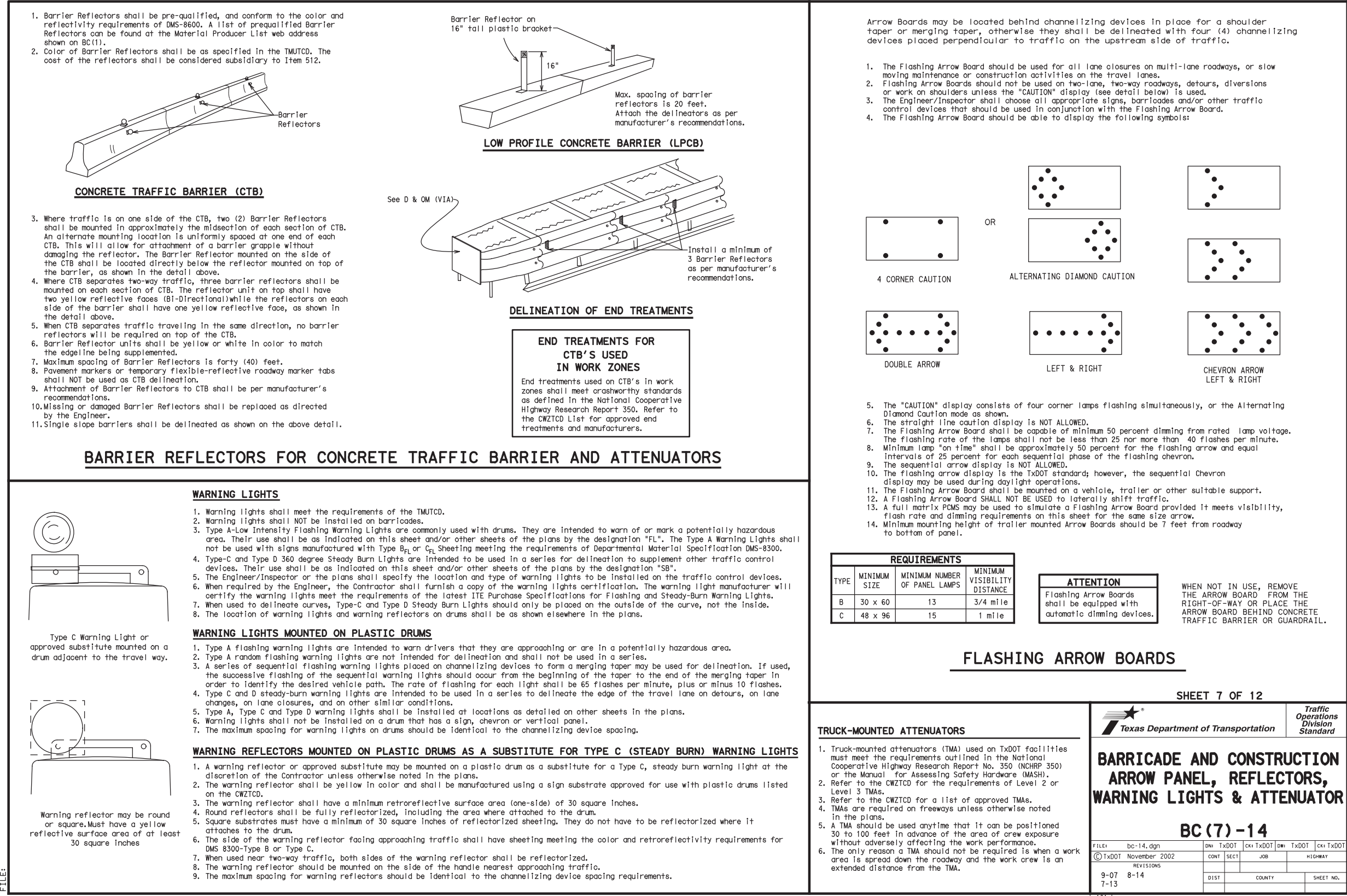
APPLICATION GUIDELINES

- Only 1 or 2 phases are to be used on a PMS.
- Phase 1 (Condition List) shall be selected from the "Roadwork/Ramp Closure List" and the "Other Condition List".
- Phase 2 (Component List) shall be selected from "Action to Take/Effect on Travel", "Location", "General Warning", or "Advance Notice".
- A Location List is necessary only if a detour or location is not included in the first phase selected.
- If two PMS are used in sequence, they shall be separated by a minimum of 100 ft. Each PMS shall be limited to two phases, and should be understandable by themselves.
- For advance notice, when the current date is within seven days of the actual work dates, color sign posts should be placed with top of the work. Advance notification should typically be for no more than one week prior to the work.

PCMS SIGNS WITHIN THE R.O.W. SHALL BE BEHIND GUARDRAIL OR CONCRETE BARRIER OR SHALL HAVE A MINIMUM OF FOUR (4) PLASTIC DRUMS PLACED PERPENDICULAR TO TRAFFIC ON THE UPSTREAM SIDE OF THE PCMS, WHEN EXPOSED TO TWO-WAY TRAFFIC. WHEN EXPOSED TO TWO-WAY TRAFFIC, THE FOUR DRUMS SHOULD BE PLACED WITH ONE DRUM AT EACH OF THE FOUR CORNERS OF THE UNIT.

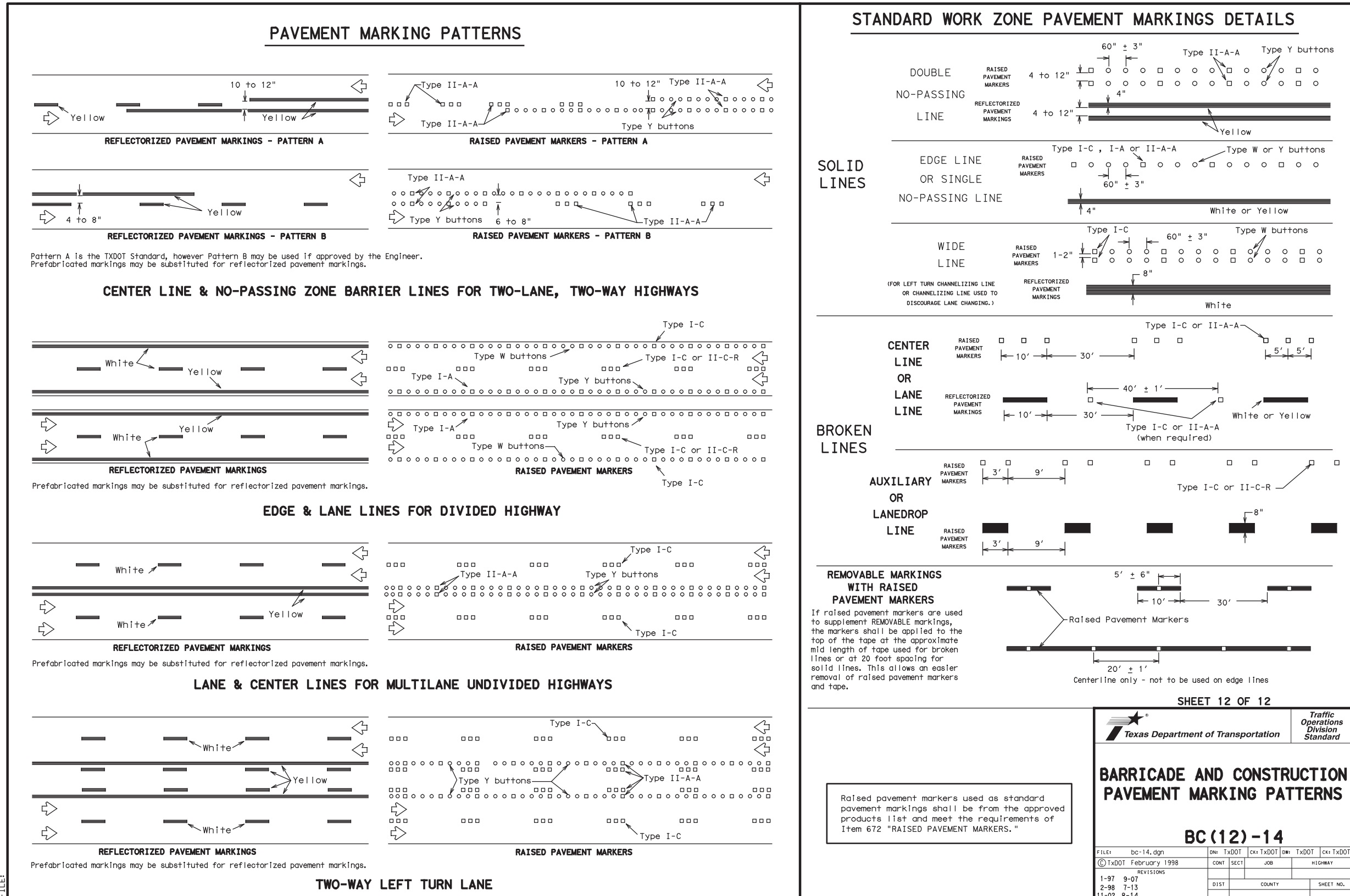
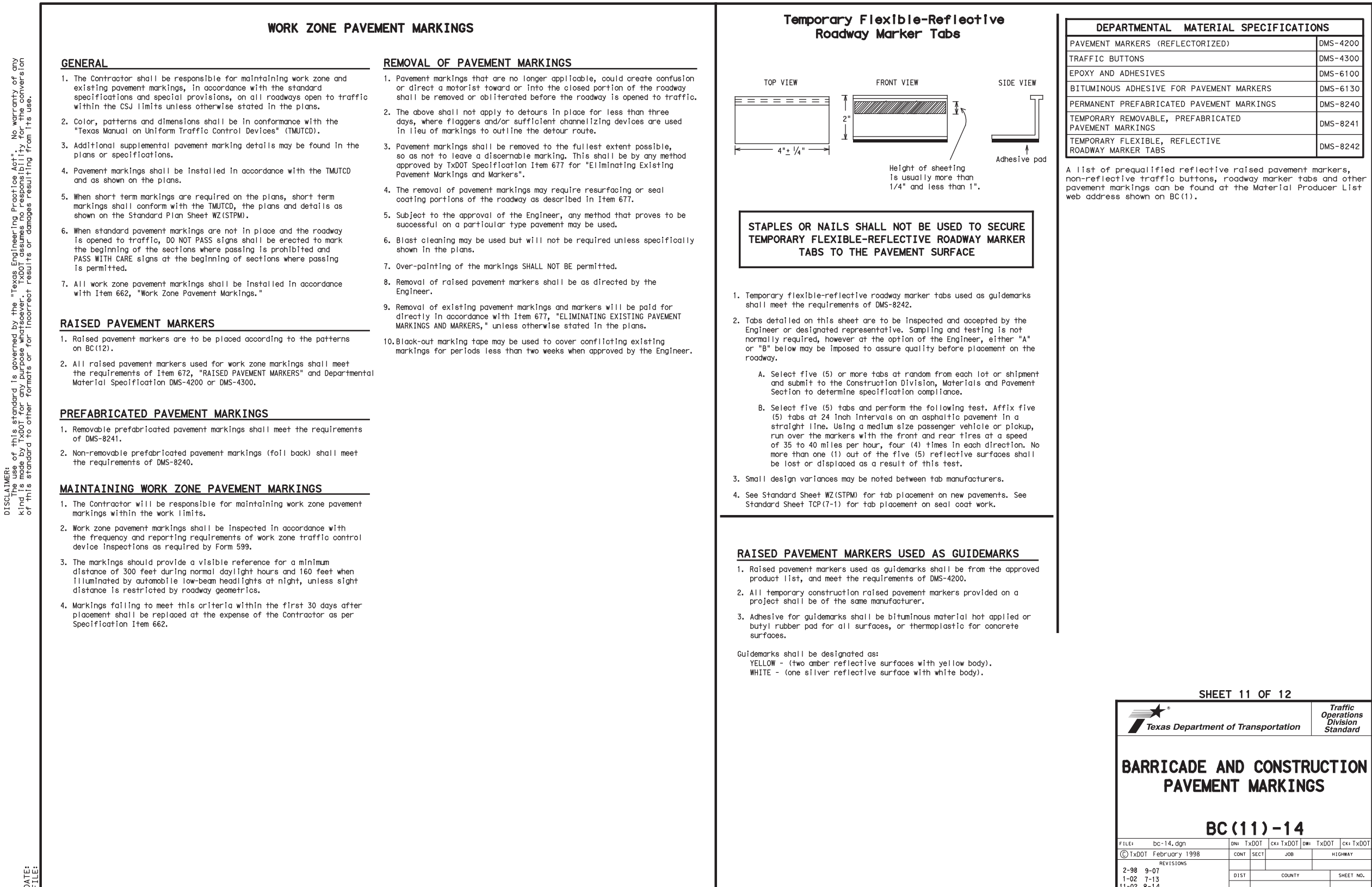
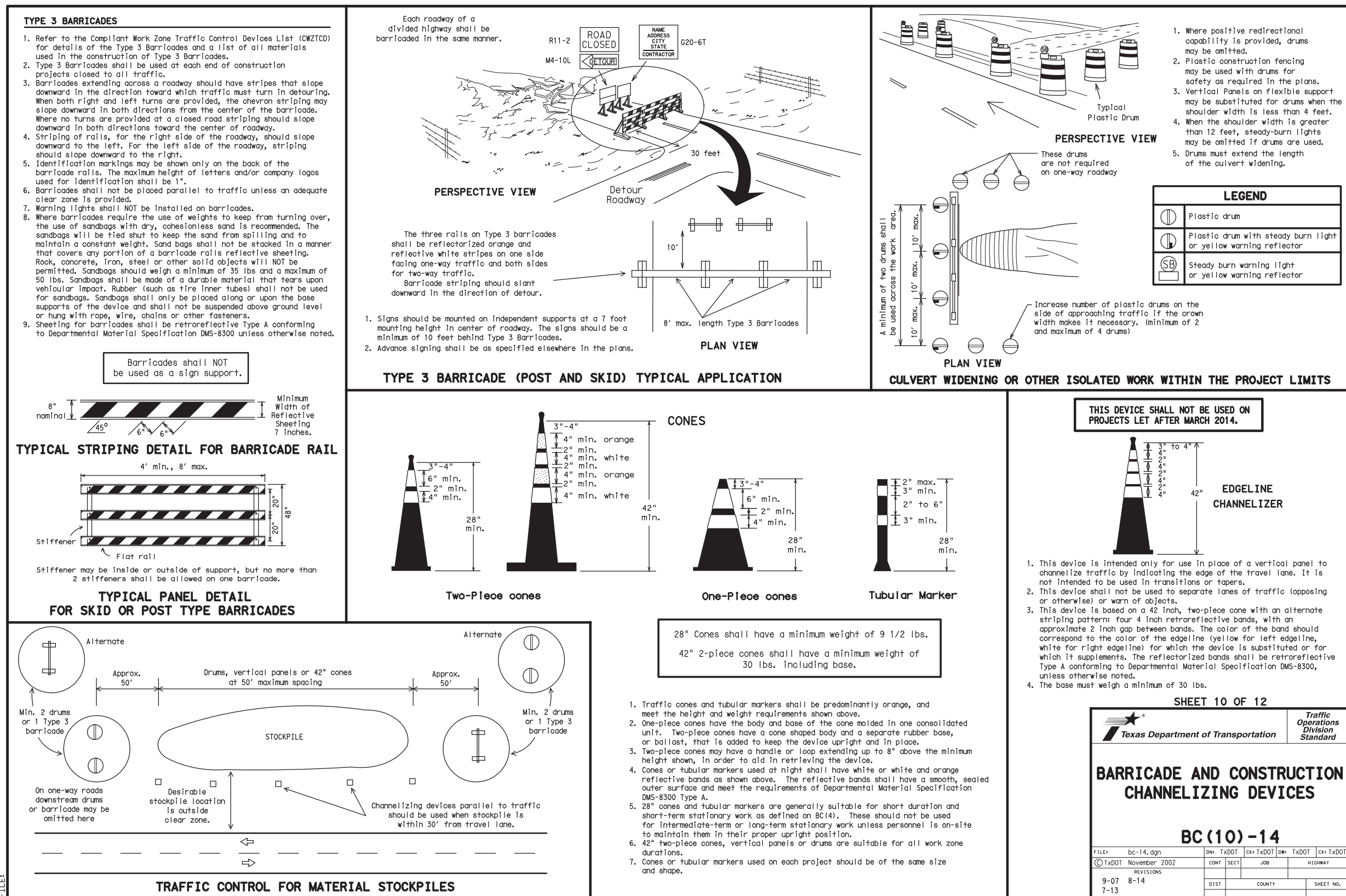
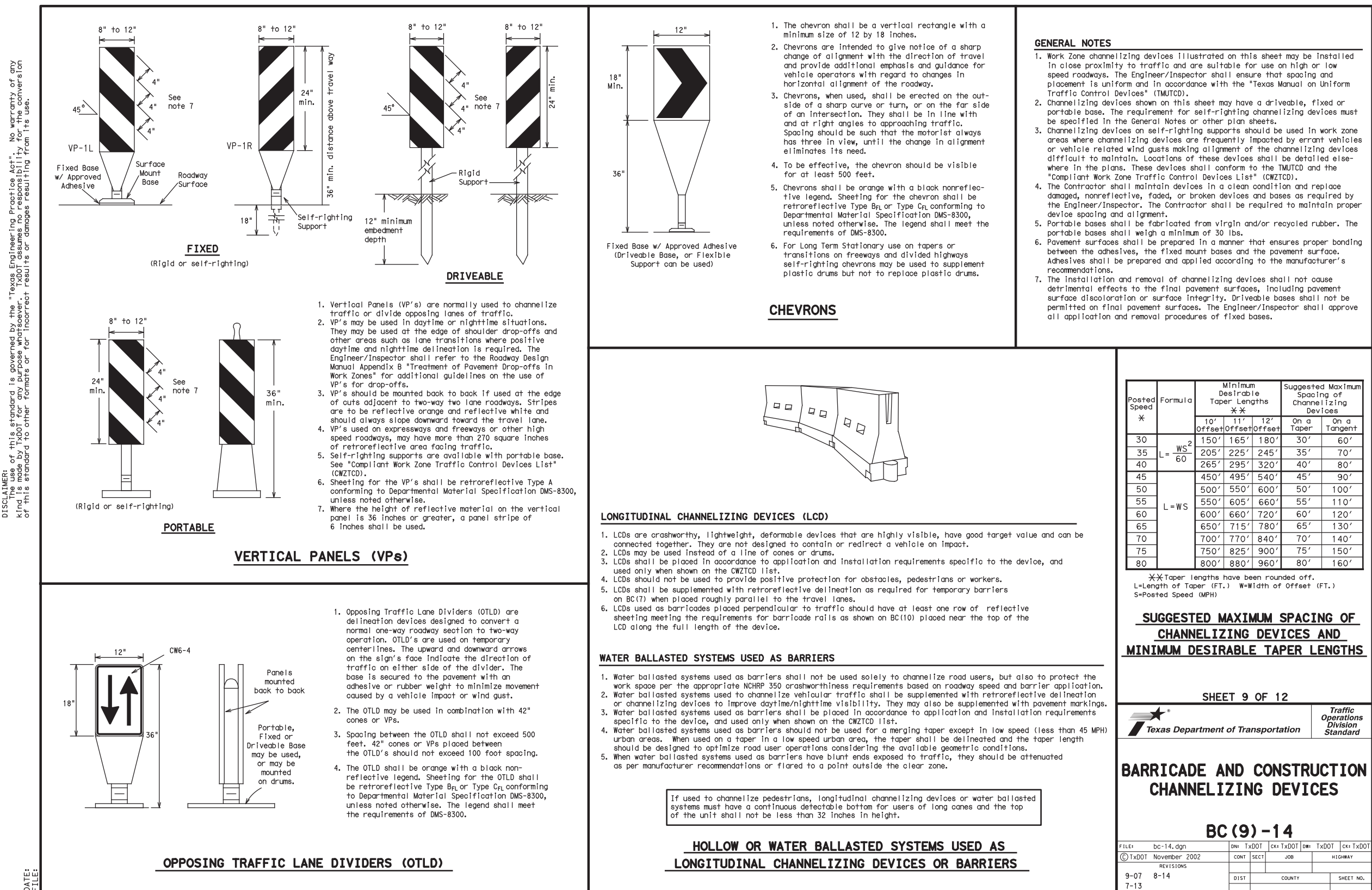
FULL MATRIX PCMS SIGNS

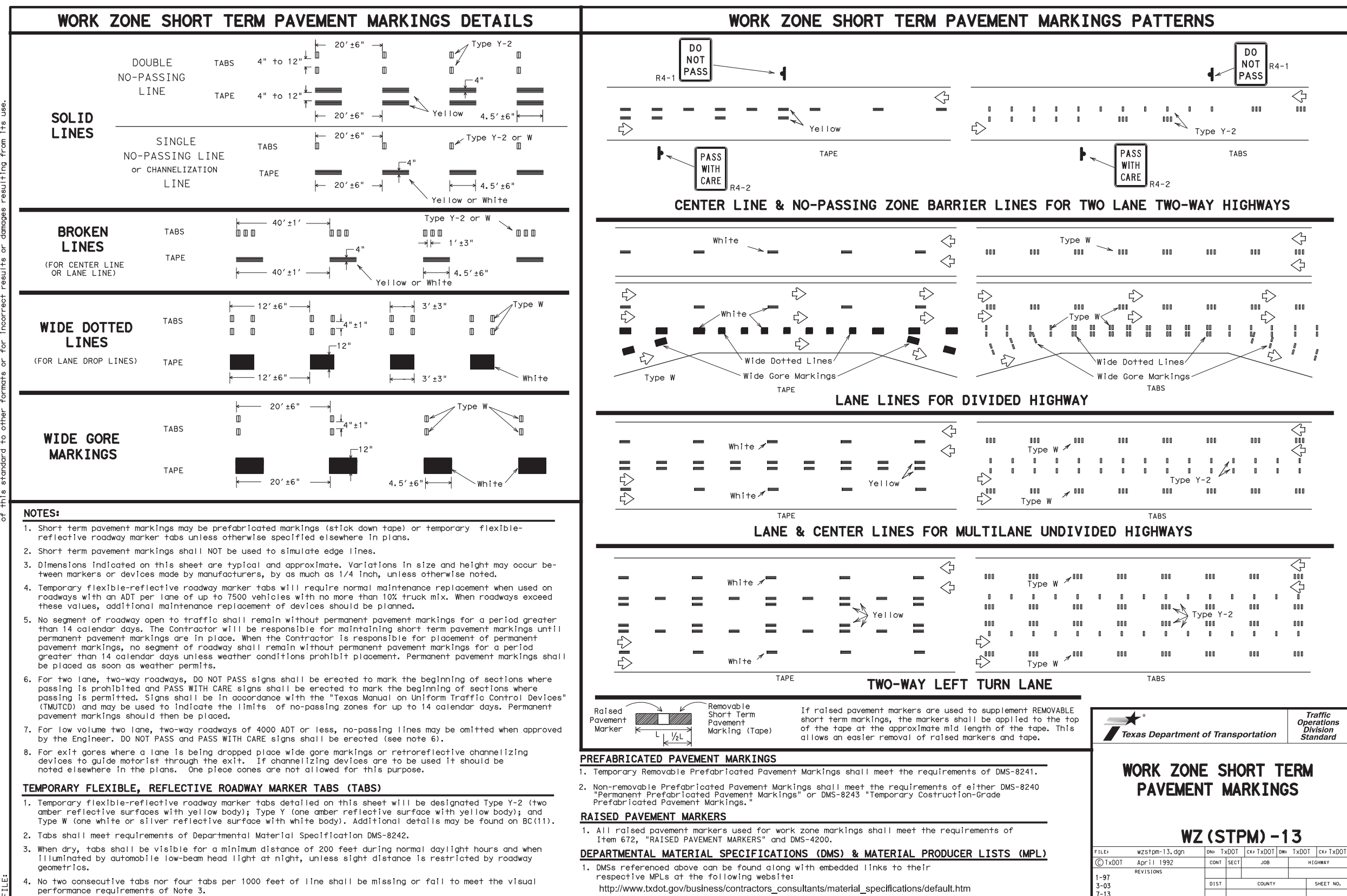
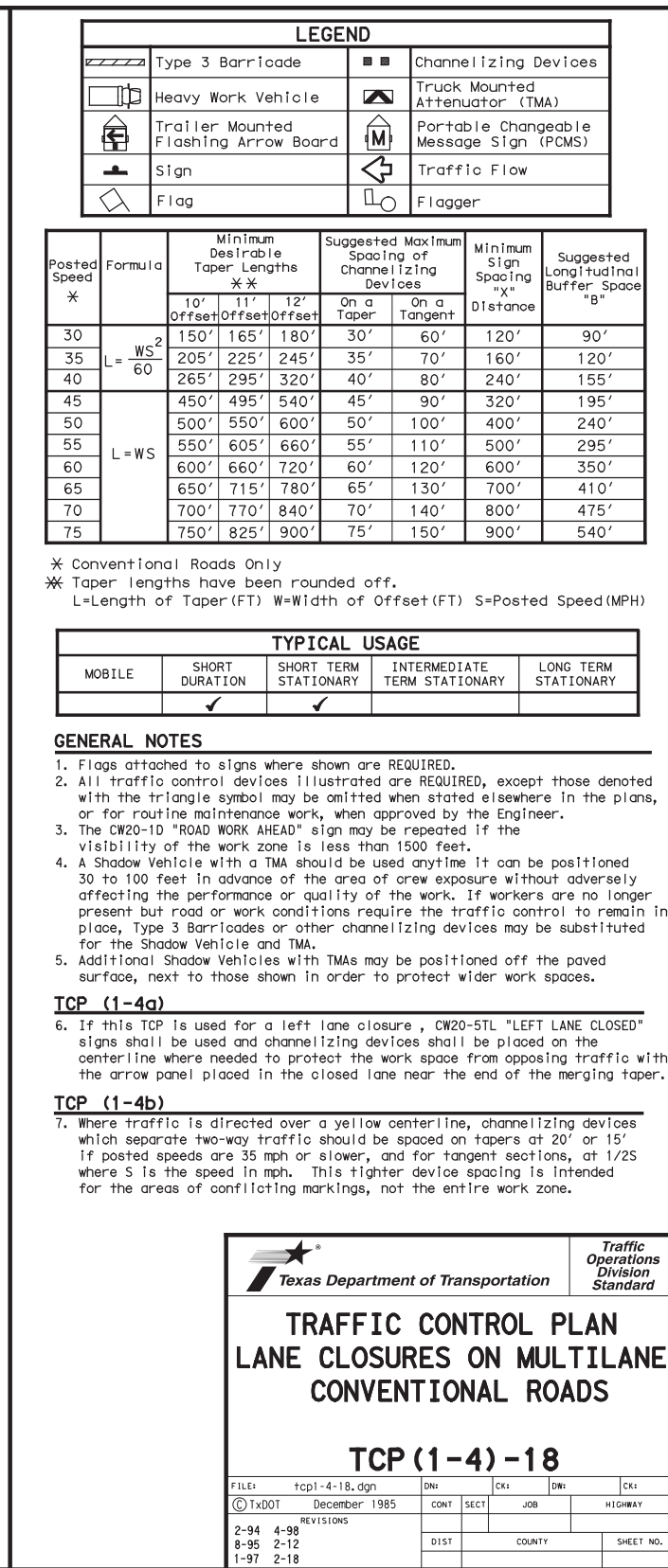
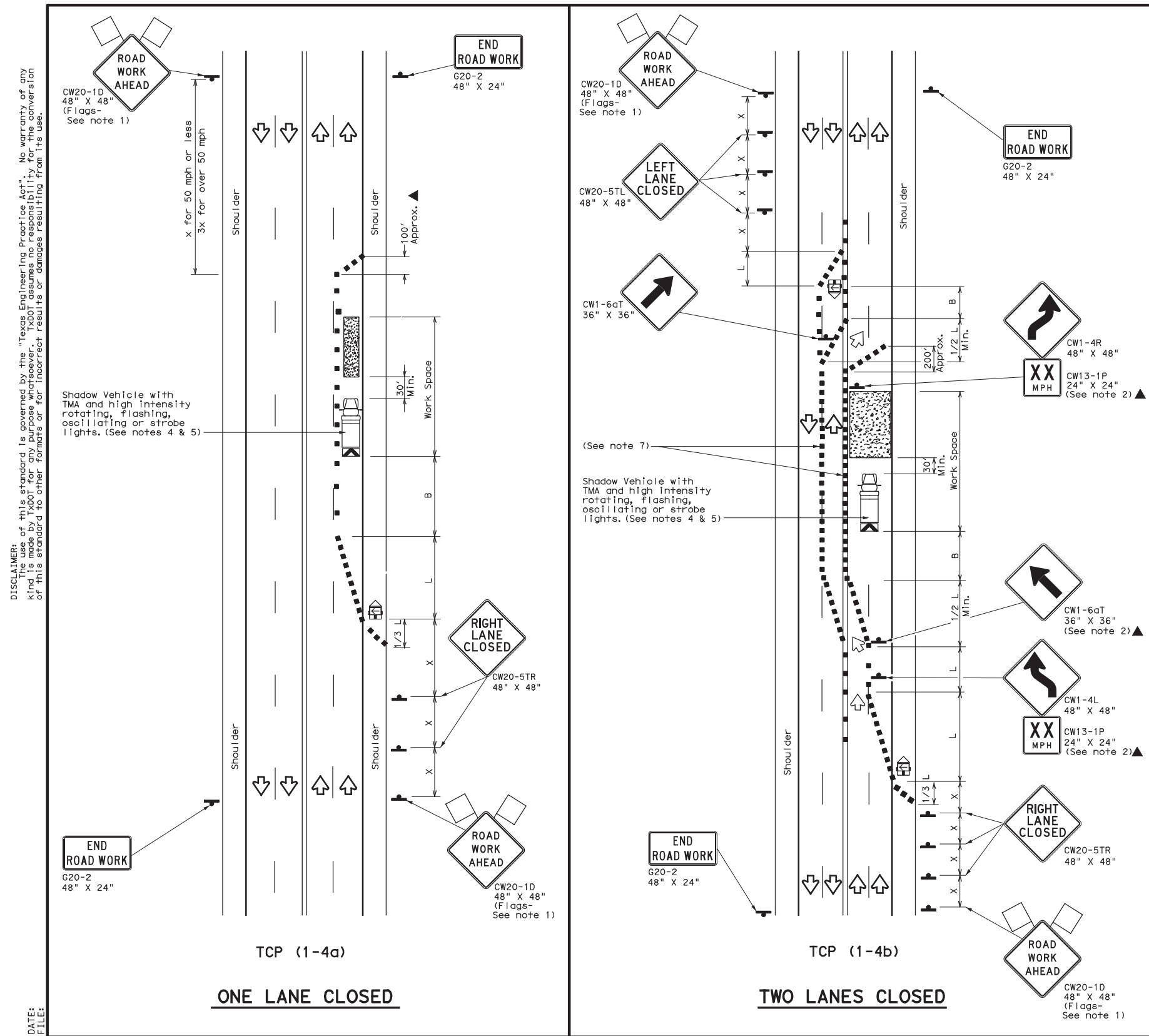
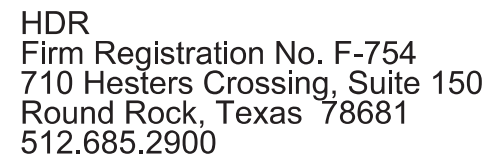
- When Full Matrix PMS signs are used, the character height and legibility/visibility requirements shall be maintained as listed in Note 15 under "PORTABLE".
- When symbol signs, such as the "Upper Symbol" (OKB-2), are represented graphically on the Full Matrix PMS sign, with the approval of the Engineer, 18" characters.
- When symbol signs are represented graphically on the Full Matrix PMS, they shall only supplement the use of the static sign represented, and shall not substitute for a static sign.
- A Full Matrix PMS may be used to simulate a flashing arrow board provided it meets the visibility, flash rate and dimming requirements on BC(11), for the same size arrow.

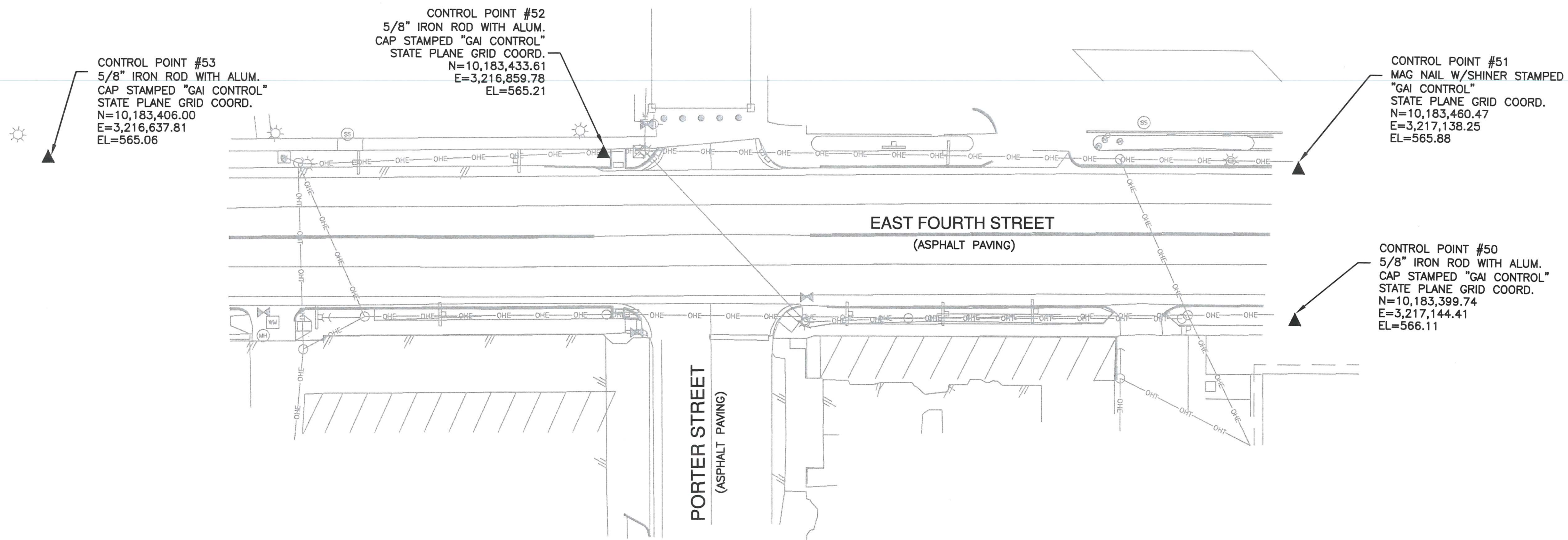
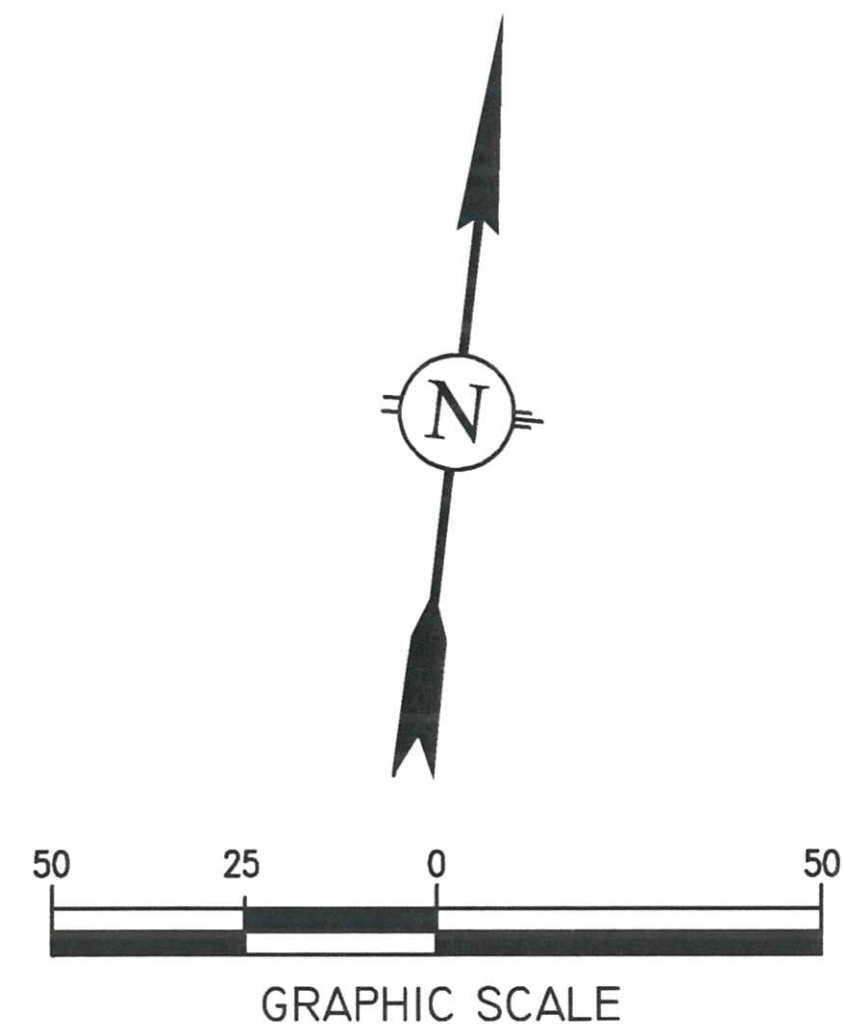


03/01/2019

NO. DATE ISSUE

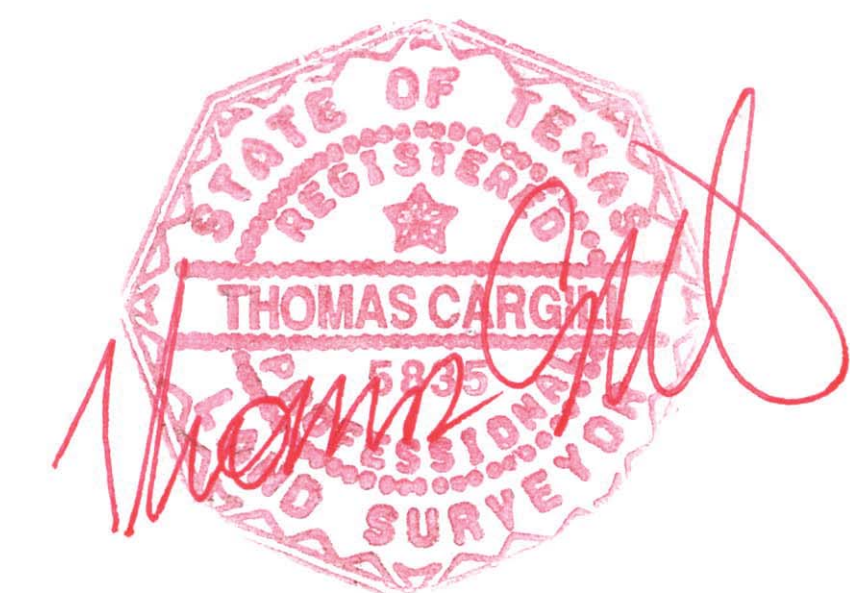




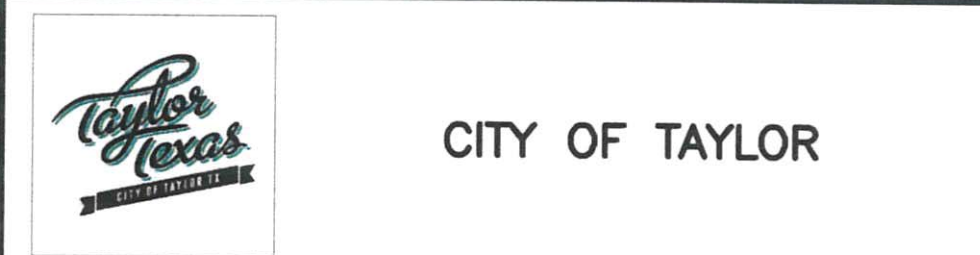


- NOTES:
1. COORDINATES ARE IN U.S. SURVEY FEET AND DISPLAYED IN STATE PLANE GRID VALUES.
 2. HORIZONTAL CONTROL IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD-83 (2010 EPOCH), CENTRAL ZONE (4203).
 3. VERTICAL CONTROL IS BASED ON EXISTING CONTROL PROVIDED BY THE CITY OF TAYLOR.

THIS SURVEY WAS PERFORMED UNDER MY SUPERVISION AND REPRESENTS A CONTROL SURVEY PERFORMED ON THE GROUND, DATED NOVEMBER 2018.



GORRONDONA & ASSOCIATES, INC.
4201 W. PARKER LANE, BUILDING B, SUITE 100
AUSTIN, TEXAS 78727
TEXAS REGISTERED SURVEYING FIRM 10106900



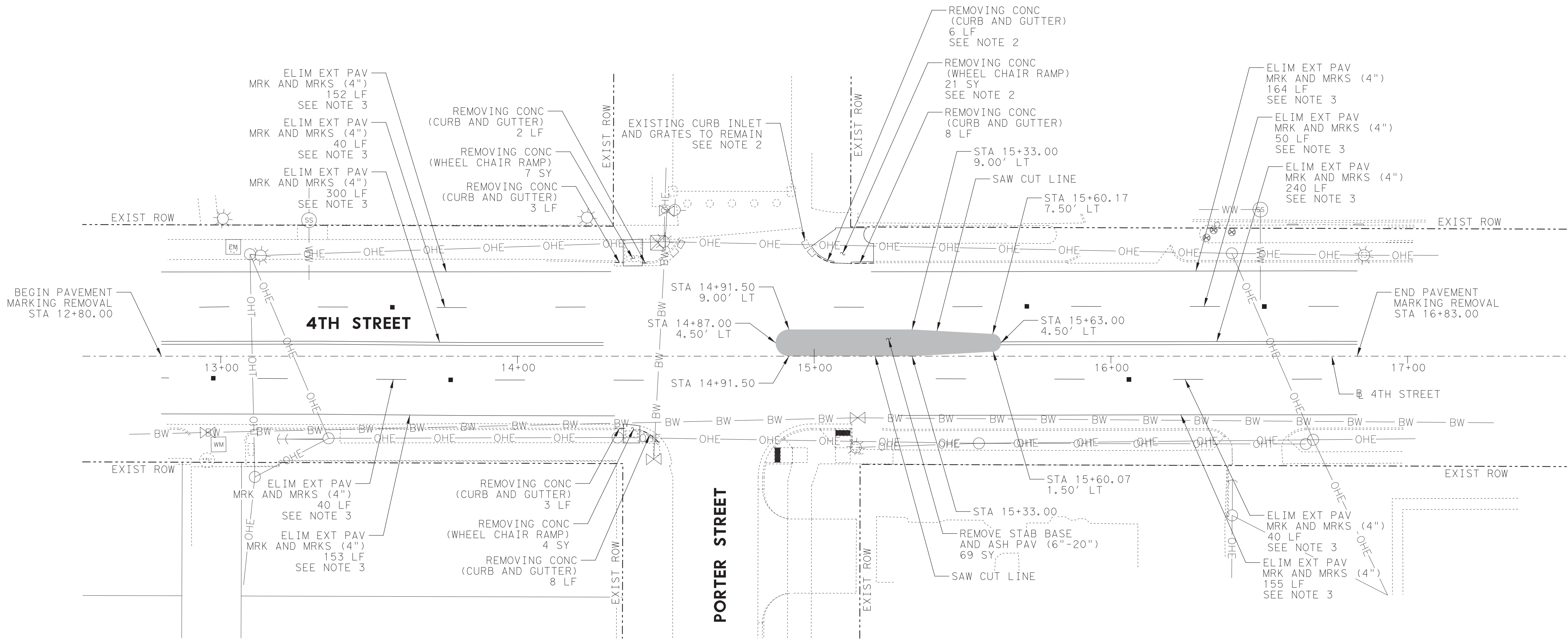
EAST FOURTH STREET
HORIZONTAL AND
VERTICAL CONTROL
INDEX SHEET

LEGEND

- EXISTING RIGHT OF WAY
—OHE— EXISTING OVERHEAD ELECTRIC
—OHT— EXISTING OVERHEAD TELEPHONE
—WW— EXISTING WASTE WATER
—BW— EXISTING WATER
█ REMOVE STAB BASE AND ASPH PAV

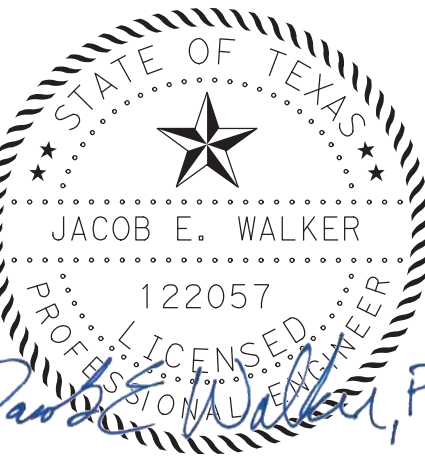


HDR
Firm Registration No. F-754
710 Hesters Crossing, Suite 150
Round Rock, Texas 78681
512.685.2900



CITY OF TAYLOR
4TH STREET
PEDESTRIAN
IMPROVEMENTS

200 EAST FOURTH STREET
TAYLOR, TEXAS 76574



03/01/2019

NOTES:

- SEE "ROADWAY PLAN" SHEET FOR ALIGNMENT DATA.
- SPECIAL CARE SHOULD BE TAKEN WHEN REMOVING THE CURB AND WHEEL CHAIR RAMP IN THE VICINITY OF THE EXISTING CURB INLET. ANY DAMAGE TO THE EXISTING CURB INLET OR GRATES WILL BE REPLACED IN KIND AT THE CONTRACTOR'S EXPENSE.
- CONTRACTOR WILL UTILIZE THE BLASTING METHOD TO REMOVE ALL EXISTING PAVEMENT MARKINGS AND MARKERS. DAMAGE TO THE EXISTING PAVEMENT SHOULD BE AVOIDED. PAYMENT WILL BE CONSIDERED SUBSIDIARY TO ITEM 677.
- SAW CUTTING EXISTING PAVEMENT WILL BE CONSIDERED SUBSIDIARY TO ASPHALT REMOVAL PAY ITEM.

NO. DATE ISSUE

SHEET TITLE

REMOVAL PLAN

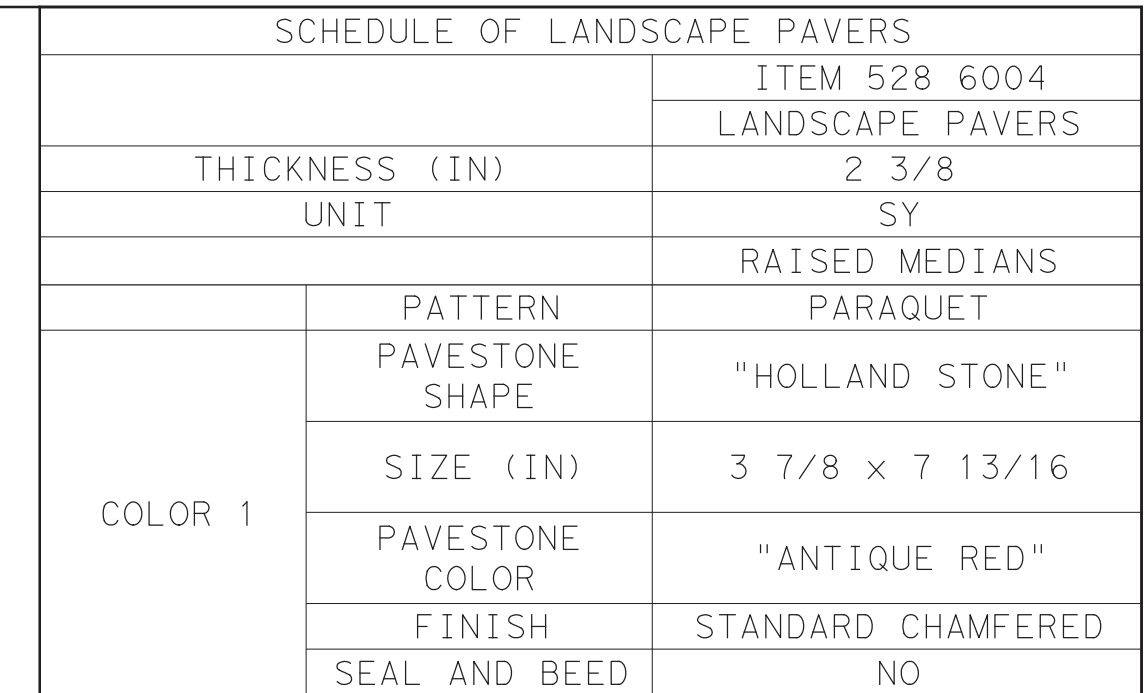
SHEET NUMBER

C013

	STATION	NORTHING	EASTING
Element: Linear			
POB ()	10+00.00	10183344.240	3216434.800
POE ()	21+00.00	10183477.061	3217526.752
Tangent Direction:	N 83° 03' 53.31" E		
Tangent Length:	1100.0000		

1. SAW CUTTING EXISTING PAVEMENT WILL BE CONSIDERED SUBSIDIARY TO ASPHALT REMOVAL PAY ITEM.
2. CONTRACTOR TO VERIFY EXISTING ELEVATIONS PRIOR TO CONSTRUCTION.

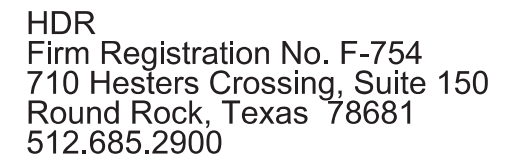
1. MEDIAN PAVERS ARE PAVESTONE HOLLAND STONE PAVERS IN "PARADET" PATTERN. RECTANGULAR HOLLAND STONE, ANTIQUE RED, STANDARD CHAMFER FINISH.
2. SEE ITEM "528, COLORED TEXTURED CONCRETE AND LANDSCAPE PAVERS, OF THE TEXAS STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MAINTENANCE OF HIGHWAYS, STREETS AND BRIDGES, NOVEMBER 2014 FOR SPECIFICATIONS, DIMENSIONS, VOLUMES AND MEASUREMENTS NOT SHOWN.
3. LOCATE AND STAKE ALL EXISTING UTILITIES INCLUDING BUT NOT LIMITED TO UNDERGROUND CONDUITS, GROUND BOXES, INLETS, MANHOLES, ETC. WITHIN THE PROJECT AREA.
4. REPAIR AND/OR REPLACE ANY DAMAGED UNDERGROUND CONDUITS OR UTILITIES, STRUCTURES, PAVEMENT, RIPRAP, EQUIPMENT, MATERIALS, SLOPES, VEGETATION, SURFACES, ETC. AT CONTRACTOR'S EXPENSE.
5. USE PAVES UNIT TYPE AND COLOR TYPE AS SHOWN OR AS DIRECTED. SUBMIT SAMPLE UNIT FOR APPROVAL BY THE ENGINEER PRIOR TO CONSTRUCTION WITH MANUFACTURER'S INFORMATION CERTIFYING THAT PAVES UNITS:
 - A) MEET THE REQUIREMENTS OF ITEM 528.2.B.3 PAVERS
 - B) ARE MANUFACTURED USING ACCELERATING PLASTICIZER AND AN EFFLORESCENCE REDUCER.
 - C) ARE MANUFACTURED BY A PROCESS WHICH PROVIDES A FULL RANGE OF EACH COLOR IN THE SPECIFIED COLOR MIX ON EACH PALETTE.
 - D) COLOR PIGMENT IS SYNTHETIC IRON OXIDE, ALKALI-RESISTANT, LIGHT-FAST, WATER INSOLUBLE, CHEMICALLY-INERT AND WEATHER RESISTANT AND CONFORMS TO ASTM C 979.
6. USE JOINT SAND DESCRIBED IN ITEM 528.2.B.5 JOINT SAND IS INCIDENTAL TO ITEM 528.
7. RESTRAIN LANDSCAPE PAVERS ON ALL SIDES. DO NOT SPAN EXPANSION JOINTS IN SUB-PAVEMENT. USE FILTER FABRIC WITH ADHESIVE SEALANTS AS NEEDED TO PROTECT BEDDING AND JOINT SAND FROM EROSION.
8. LOCATE AND STAKE ALL ITEMS AND/OR LIMITS OF LANDSCAPE PAVERS AND RELATED WORK IN THE FIELD. RECEIVE APPROVAL FROM ENGINEER PRIOR TO CONTINUING.
9. ITEM 528.3.B.1, RECEIVE APPROVAL FROM ENGINEER BEFORE COVERING BASE MATERIAL.
10. IMMEDIATELY REMOVE AND REPLACE PAVES UNITS DAMAGED DURING INSTALLATION.
11. ITEM 528.3.B.4, COMPLETE A MINIMUM OF TWO SWEEPINGS OF JOINT SAND, COMPLETE ADDITIONAL SWEEPINGS TO FILL THE JOINTS TO THE APPROVAL OF THE ENGINEER. LEAVE SURPLUS SAND ON THE SURFACE DURING CONSTRUCTION PERIOD. SWEEP AND CLEAN ALL EXCESS JOINT SAND, SOIL, FOREIGN MATERIAL, AND/OR STAINS FROM PAVERS AS DIRECTED BY ENGINEER.
12. APPLY CLEAR SEALER FOLLOWING MANUFACTURER'S DIRECTIONS.



-----	EXISTING RIGHT OF WAY
— OHE —	EXISTING OVERHEAD ELECTRIC
— OHT —	EXISTING OVERHEAD TELEPHONE
— WW —	EXISTING WASTE WATER
— BW —	EXISTING WATER
	PROPOSED FLASHING BEACON CONTROLLER POLE
	PROPOSED GROUND BOX
	PROPOSED LANDSCAPE PAVERS
	LIMITS OF PROPOSED SIDEWALK PAY



USE CLASS A CONCRETE FOR CONCRETE PAVER FOUNDATION.
REINFORCING STEEL PAYMENT WILL BE CONSIDERED SUBSIDIARY
TO CONCRETE PAVER FOUNDATION PAY ITEM. ALL REINFORCING
STEEL WILL BE GRADE 60 AND PROVIDED IN ACCORDANCE
WITH ITEM 440, "REINFORCEMENT FOR CONCRETE."



200 EAST FOURTH STREET
TAYLOR, TEXAS 76574



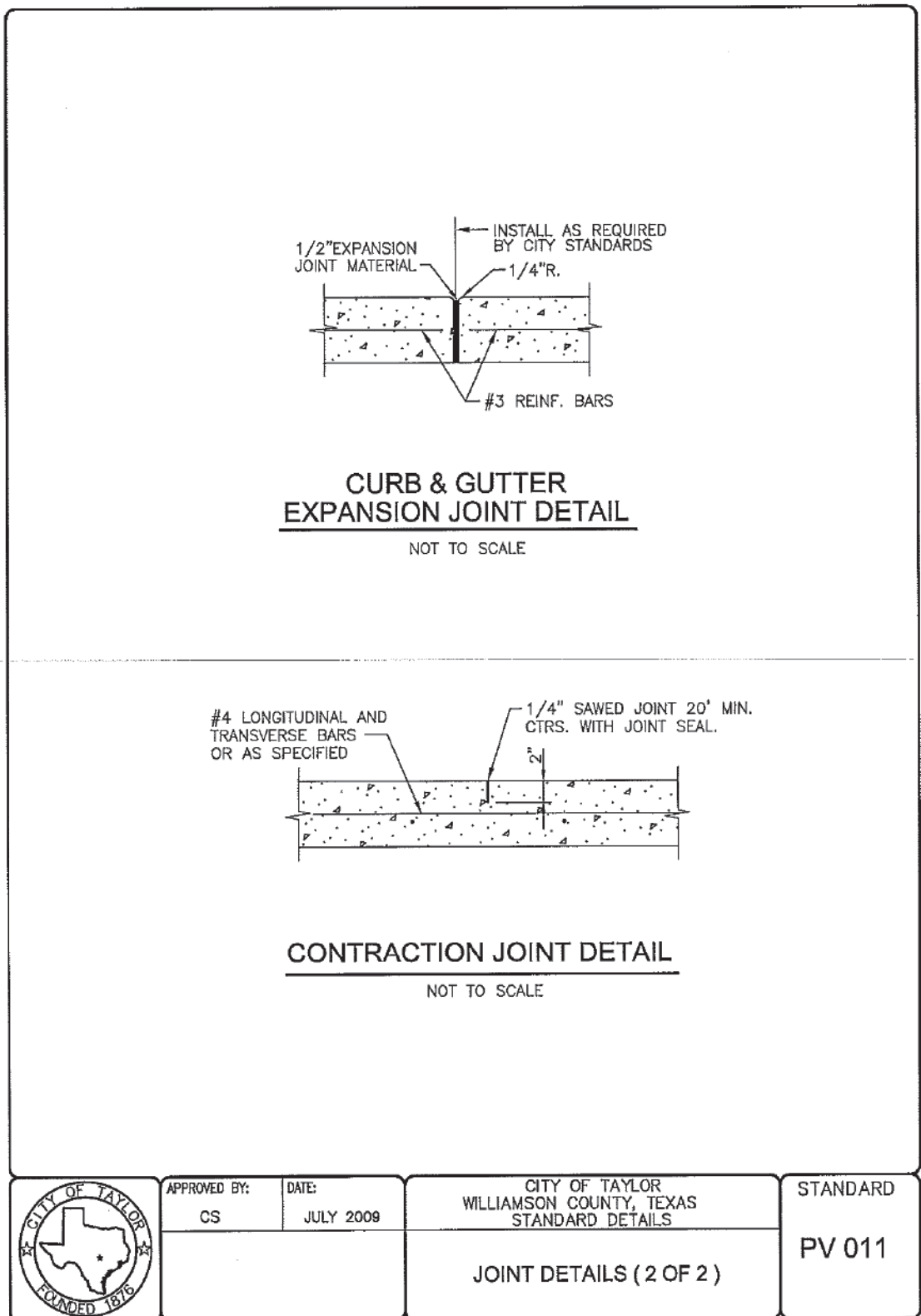
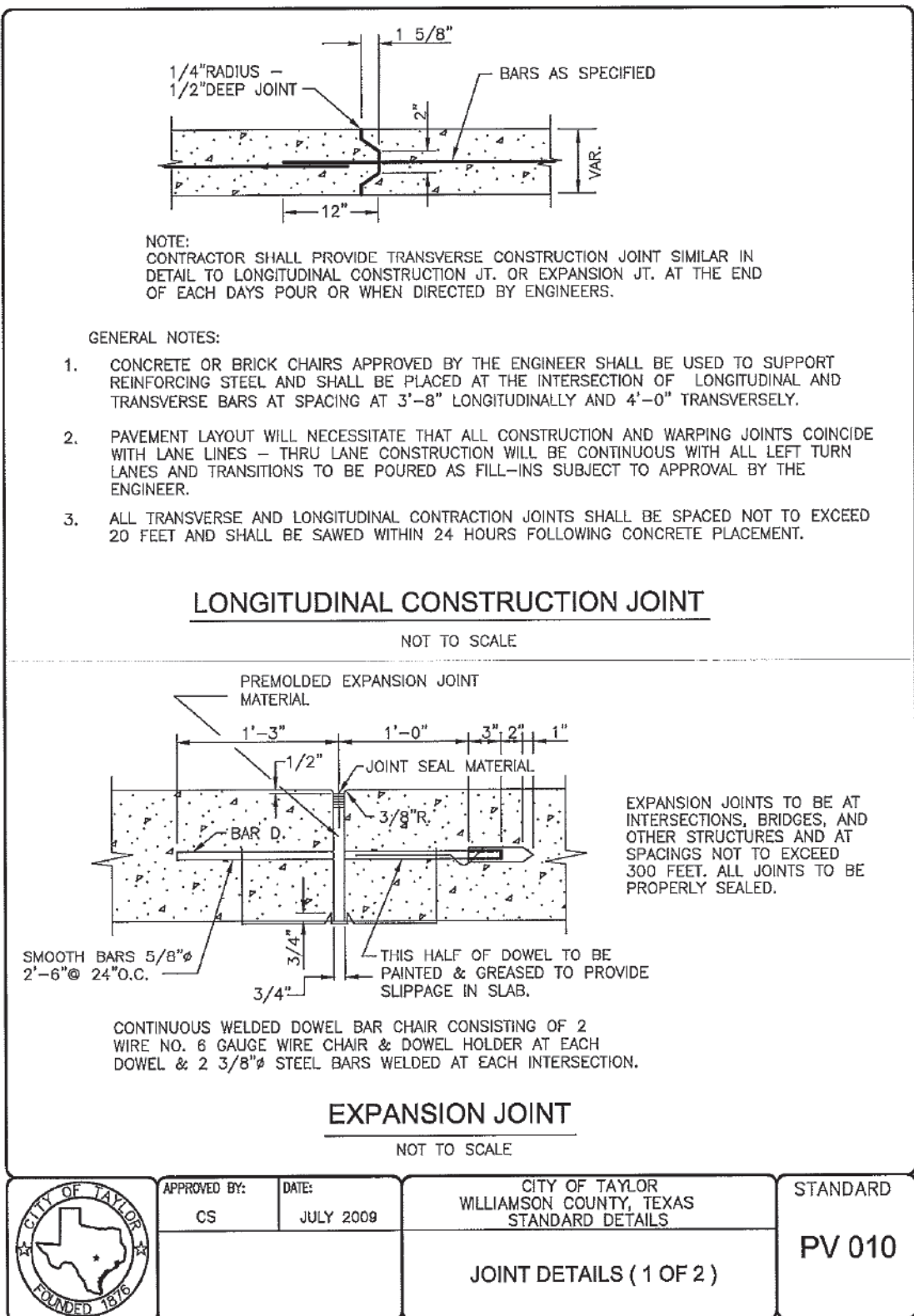
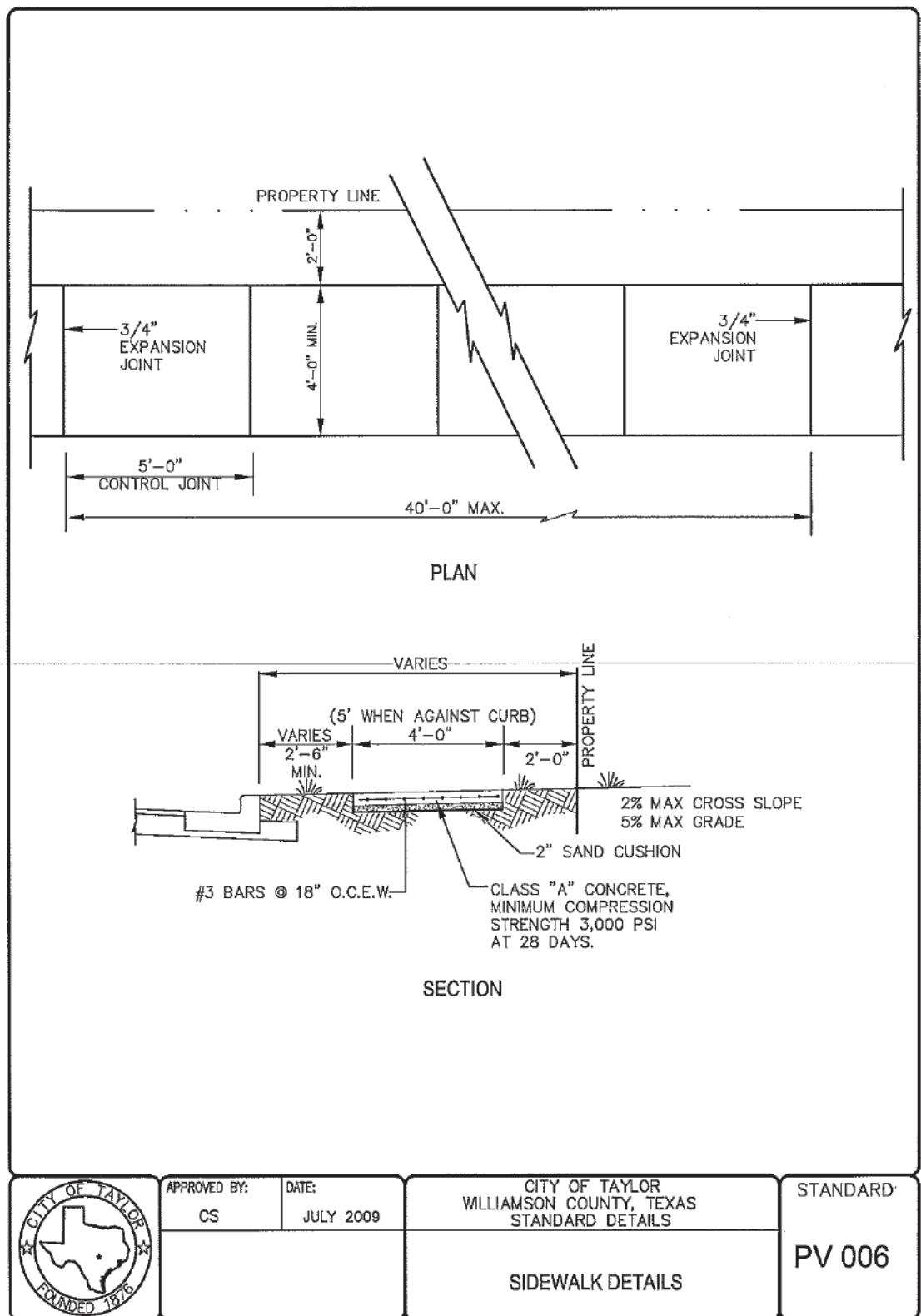
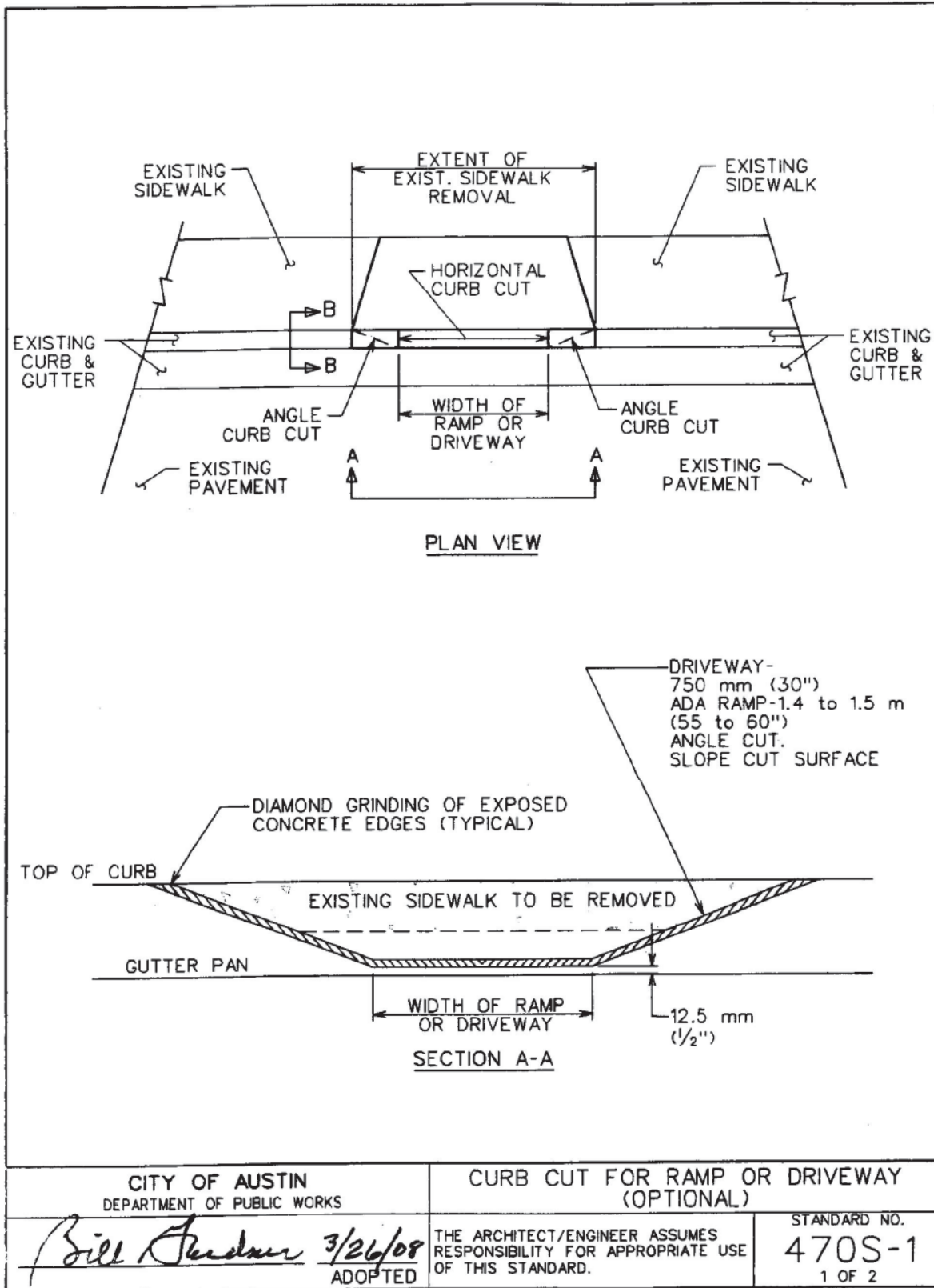
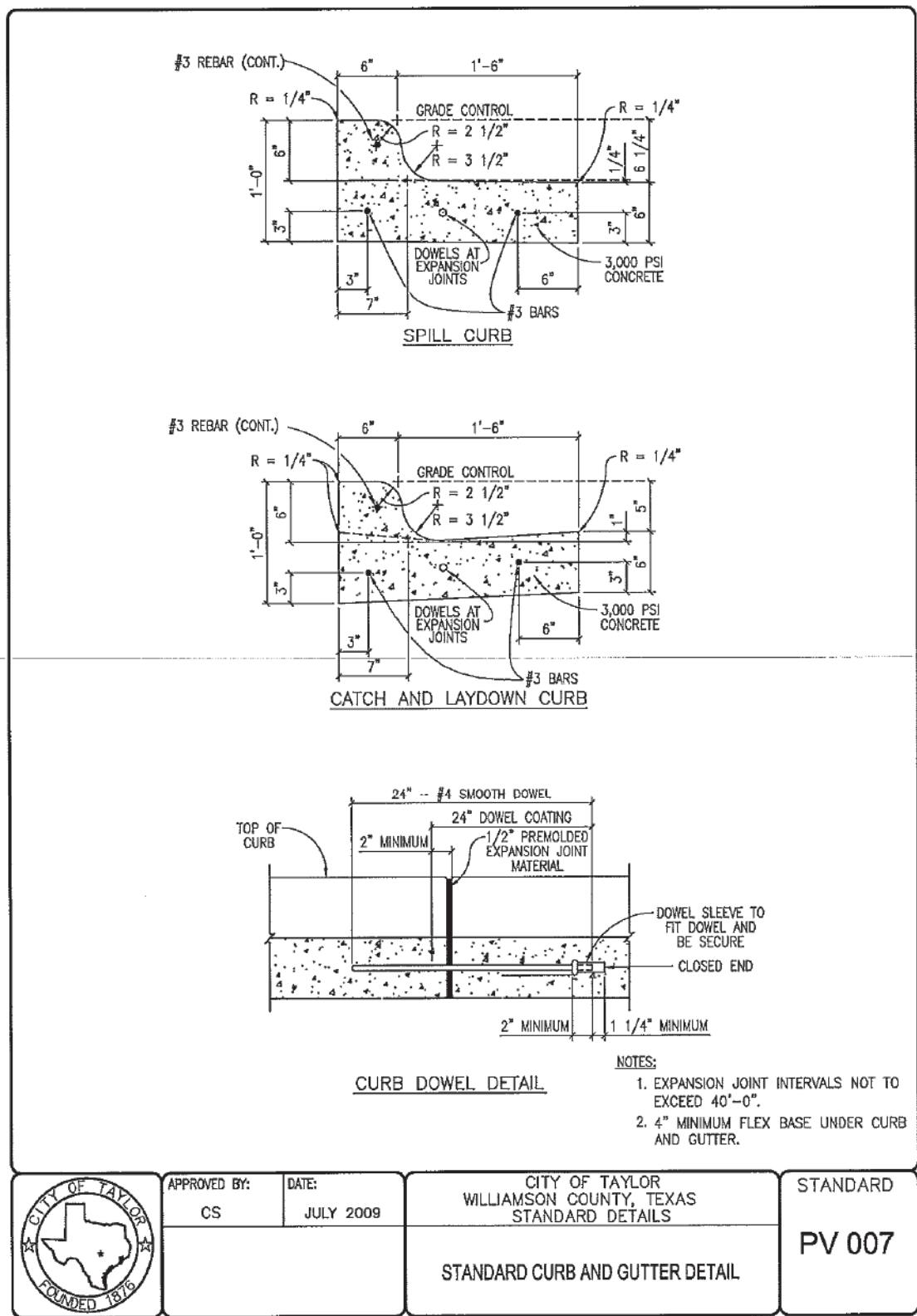
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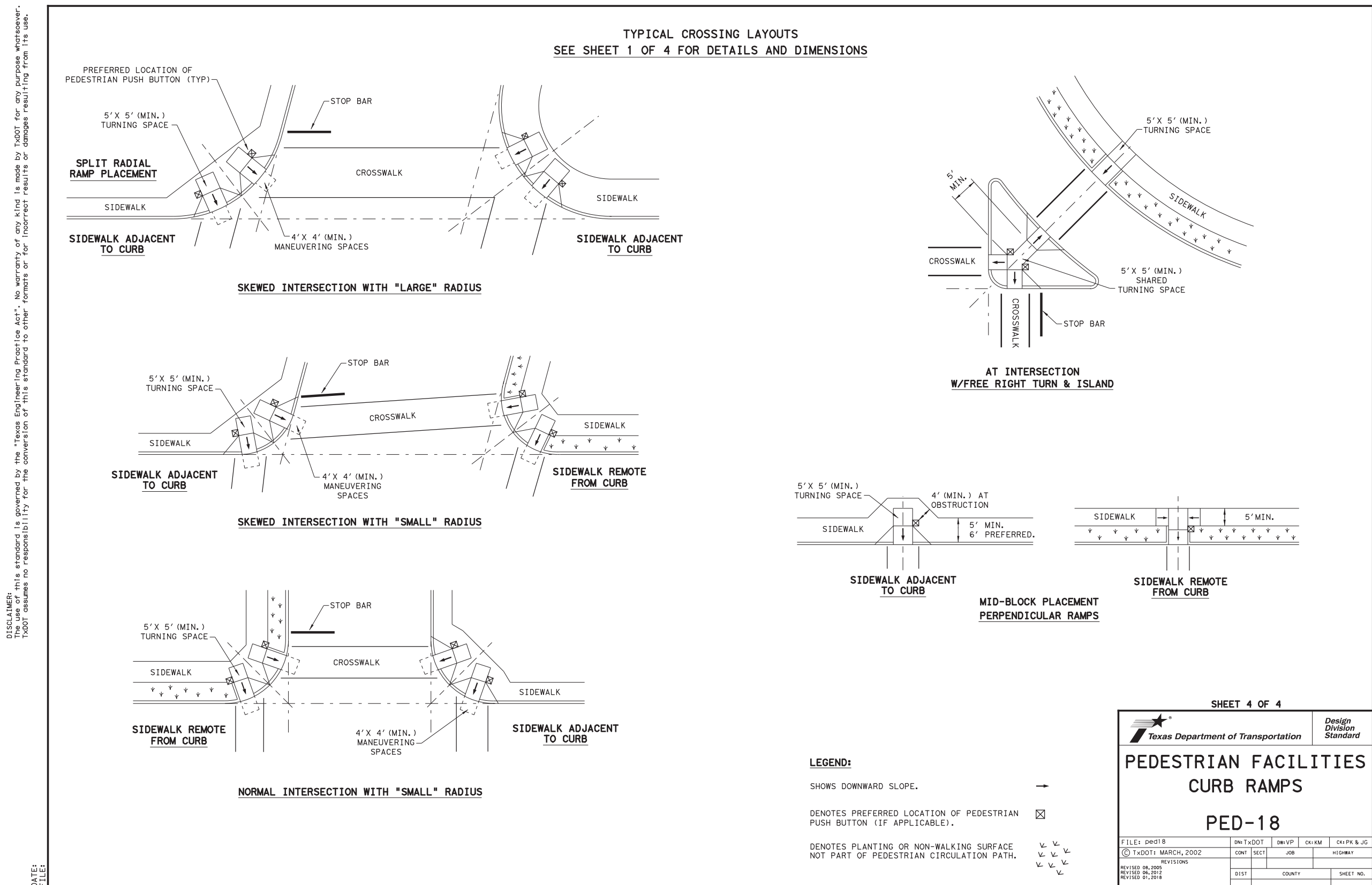
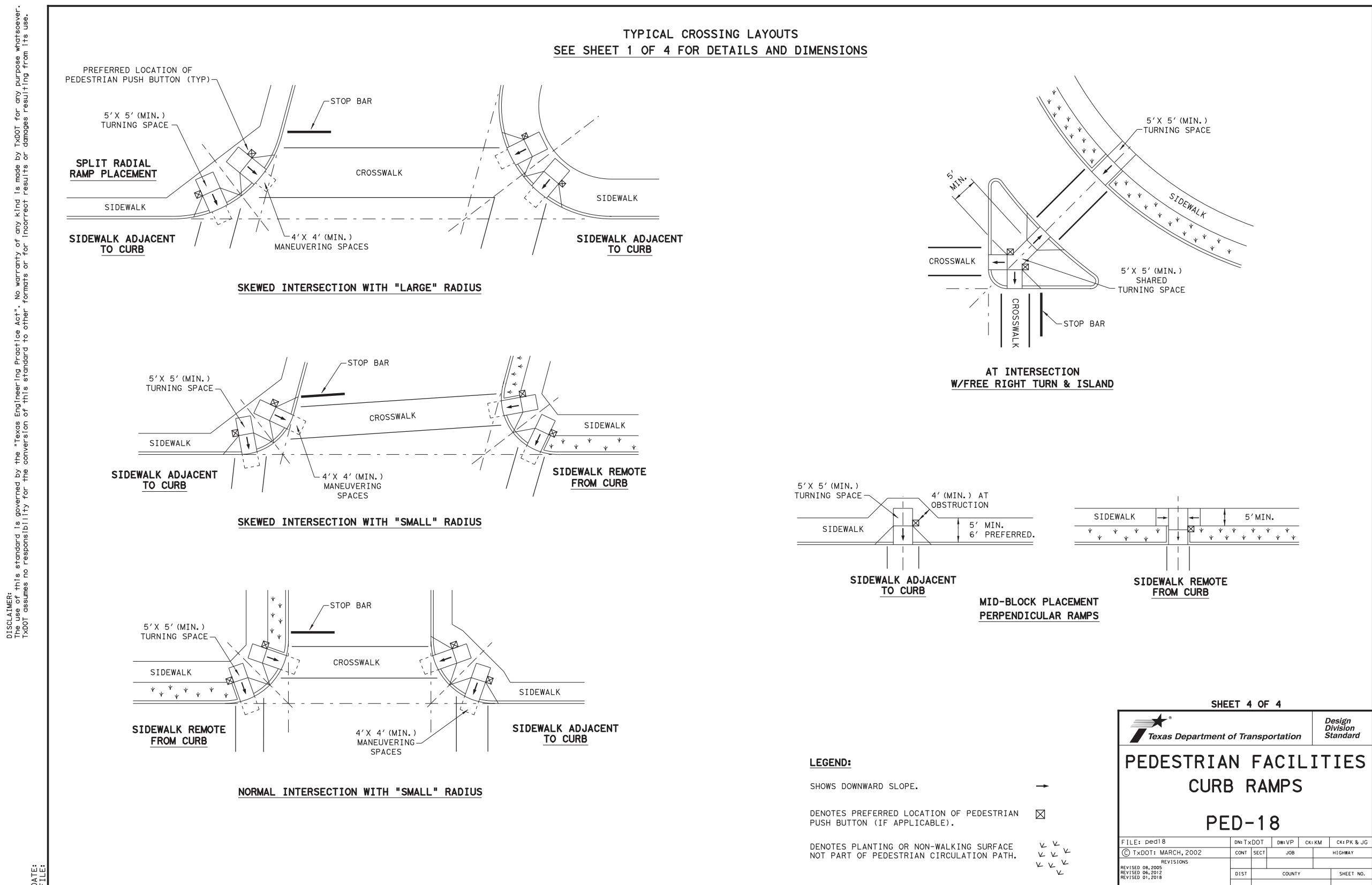
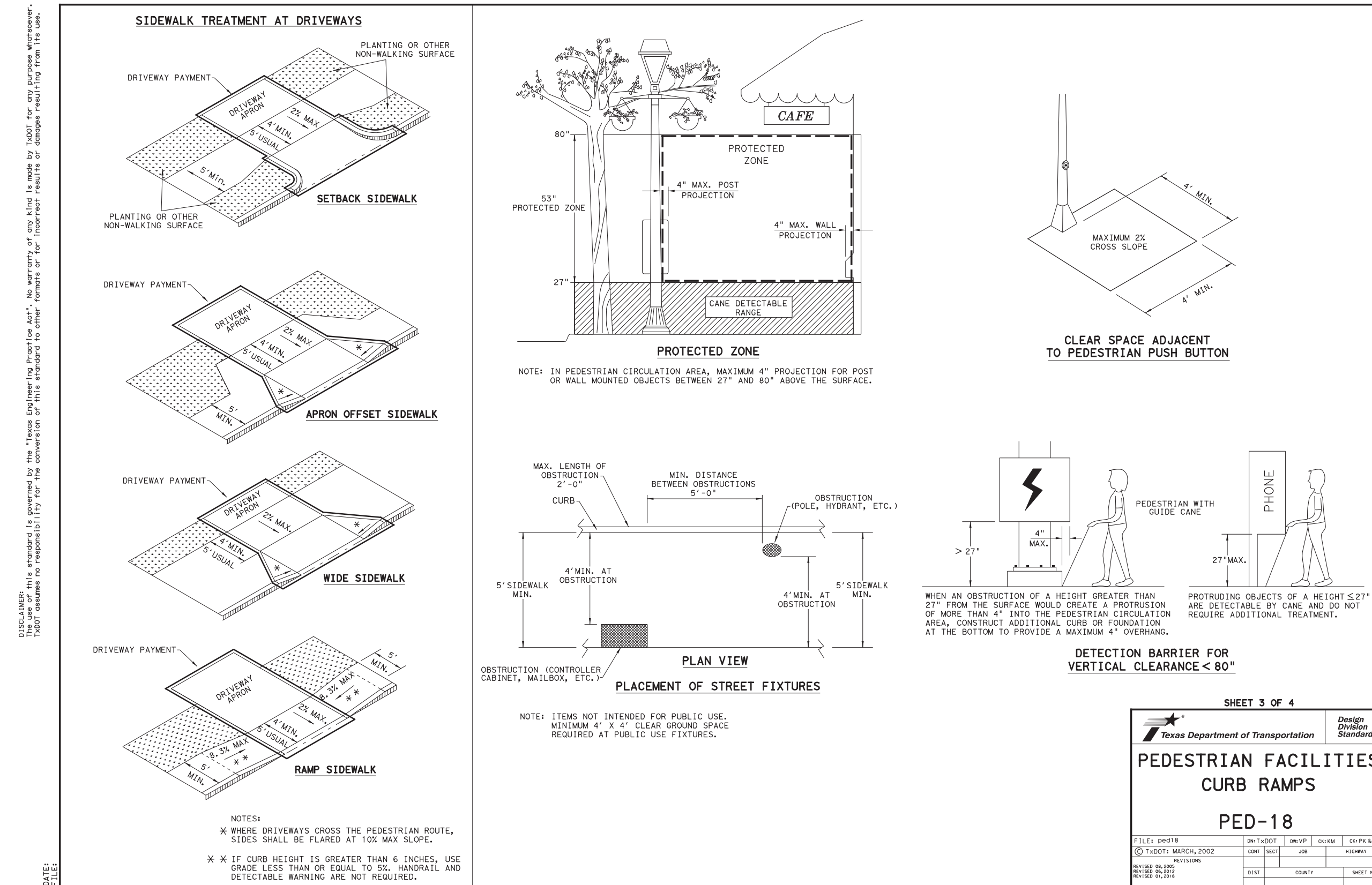
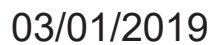
SHEET TITLE

ROADWAY PLAN

SHEET NUMBER

C014





NOTES

1. INSTALL POLE MOUNTED RECTANGULAR RAPID FLASHING BEACON CABINET.
2. ACCESSIBLE PEDESTRIAN SIGNAL (APS) UNITS WITH PUSH BUTTONS WILL BE INSTALLED ON POLES A-C TO ACTIVATE RECTANGULAR RAPID FLASHING BEACONS. NO PEDESTRIAN HEADS WILL BE INSTALLED.
3. R10-25 SIGNS WILL BE INSTALLED WITH "BULLDOG" STYLE PUSH BUTTON UNITS ON FLASHING BEACON POLES A-C.
4. PEDESTRIAN PUSH BUTTONS MUST BE ADA COMPLIANT.
5. INSTALLATION OF FLASHING BEACON EQUIPMENT MUST MEET TMUTCD AND FHWA REQUIREMENTS.
6. ALL RECTANGULAR RAPID FLASHING BEACON SIGNALS TO REMAIN DARK UNTIL ACTIVATED BY PUSH BUTTON. POLE A, POLE B, AND POLE C WILL RUN CONCURRENTLY. FLASHING BEACON SEQUENCES WILL RUN FOR 23 SECONDS.
7. CONTACT ED FLOWERS AT ONCOR (512-639-5220) TO ESTABLISH POWER SOURCE.
8. PEDESTAL POLE, CONTROLLER UNIT, RAPID RECTANGULAR LIGHT BAR, PED PUSH BUTTON, AND ACCESSORIES ARE SUBSIDIARY TO ITEM 6200.
9. POLE B WILL INCLUDE A DUAL-SIDED RAPID RECTANGULAR LIGHT BAR TO SERVE BOTH EASTBOUND AND WESTBOUND VEHICLES.

FLASHING BEACON FOUNDATION OFFSETS

POLE	ALIGNMENT	STATION	OFFSET
POLE A	℄ 4TH STREET	STA 15+6.2	41.1 LT
POLE B	℄ 4TH STREET	STA 15+5.2	4.5 LT
POLE C	℄ 4TH STREET	STA 15+6.2	31.2 RT

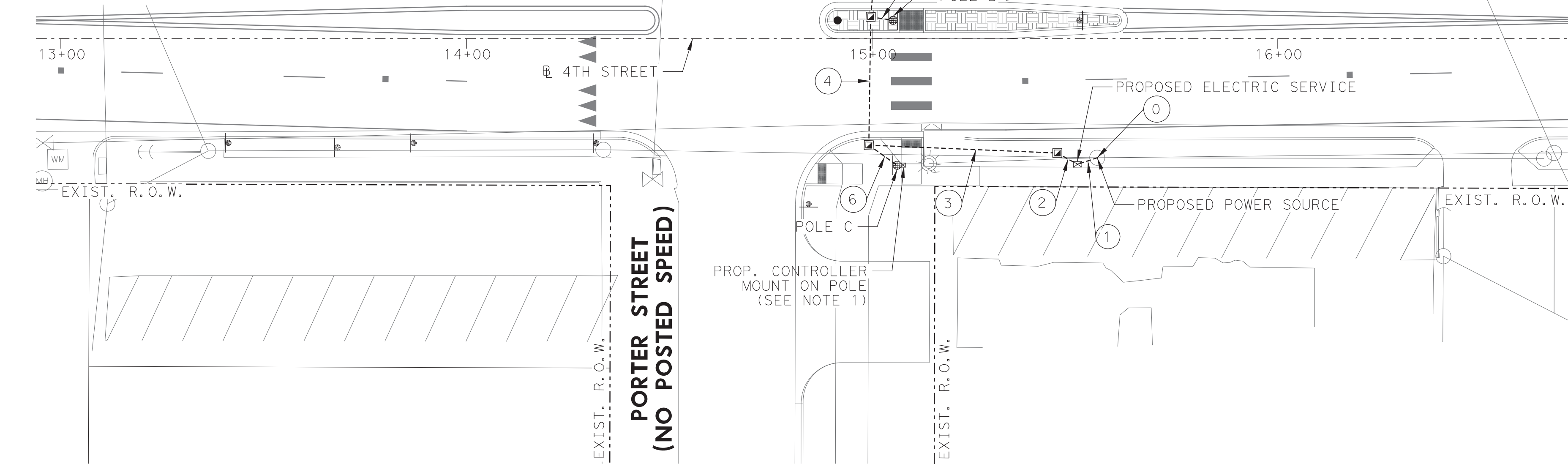
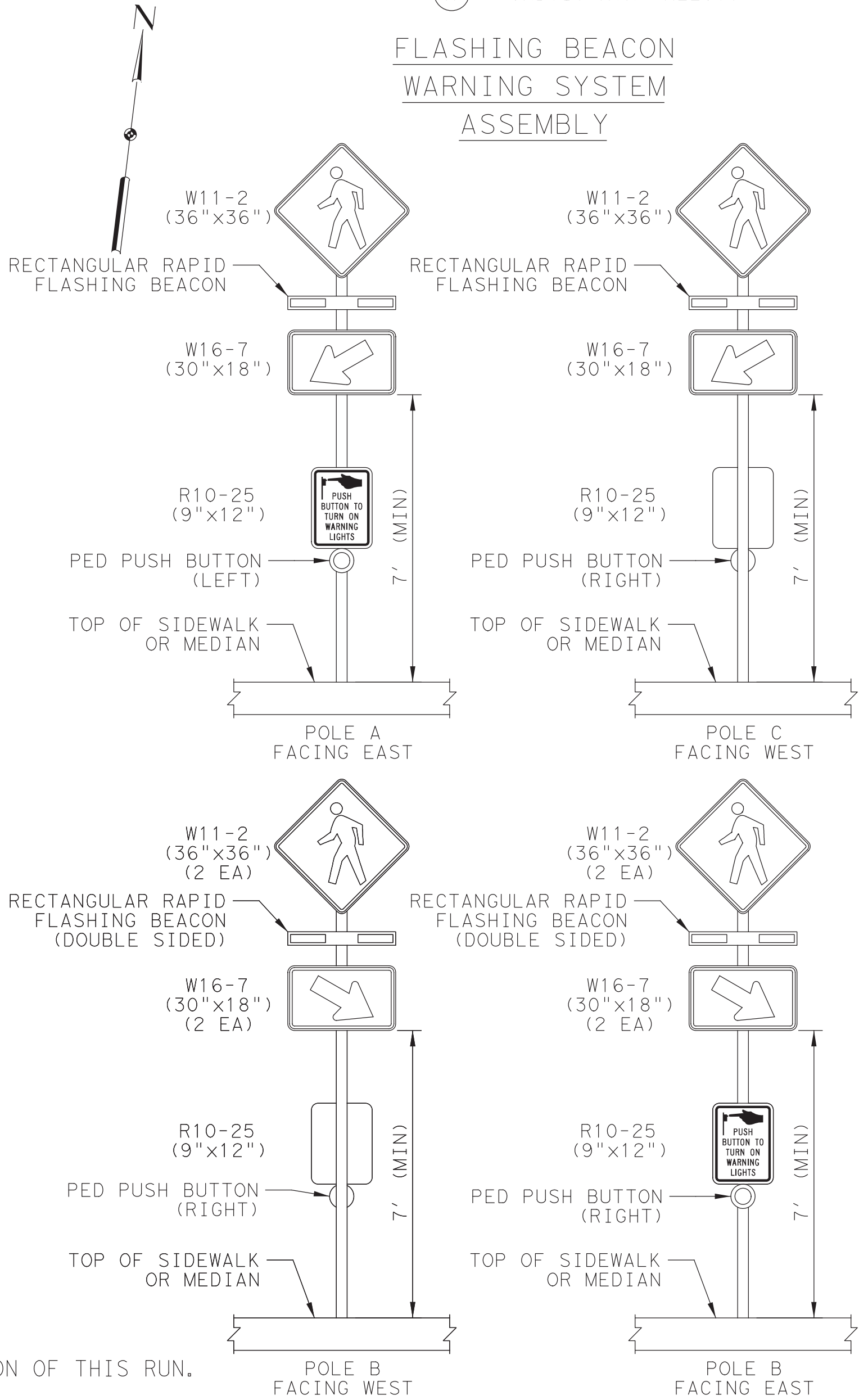
POLE SCHEDULE

	POLE	A	B	C
	POLE TYPE	PED	PED	PED
	POLE HEIGHT (FT)	14	14	14
	FOUNDATION TYPE	24-A	24-A	24-A
	FOUNDATION DEPTH(FT)	6	6	6
AWG	CIRCUIT	NUMBER OF CABLES/WIRES		
9-CONDUCTOR #12 CABLE (FB AND PUSH BUTTON UNITS)	POLE A	1		
	POLE B		1	
	POLE C			1

LEGEND

- PROP. FLASHING BEACON ASSEMBLY
- PROP. GROUND MOUNTED SIGN
- PROP. FLASHING BEACON CONTROLLER (POLE MOUNTED)
- PROP. GROUND BOX (TY A)
- PROP. ELECTRIC SERVICE
- PROP. CONDUIT
- RIGHT OF WAY
- CONDUIT RUN CALLOUT

FLASHING BEACON WARNING SYSTEM ASSEMBLY



CONDUIT AND CONDUCTOR SCHEDULE

B = BORE T = TRENCHED R= RISER	CONDUIT RUN NUMBER	0	1*	2	3	4	5	6	6	7	8
	NUMBER OF CONDUIT(S)	1	1	1	1	1	1	1	1	1	1
	CONDUIT SIZE (IN)	2	2	2	2	3	3	2	3	3	3
	LENGTH OF CONDUIT (FT)	30	5	5	50	35	35	10	10	10	5
	RUN TYPE	R	T	T	T	B	B	T	T	T	T
AWG	CIRCUIT	NUMBER OF CABLES/WIRES									
#12 XHHW	120 POWER HOT & COMMON			2	2			2			
BARE BOND GROUND	BARE #8			1	1	1	1	1	1	1	1
9-CONDUCTOR #12 CABLE (FB AND PUSH BUTTON UNITS)	WESTBOUND						1			1	1
	EASTBOUND					1			1	1	

* RUN 1 IS AN UNDERGROUND LATERAL FROM PROPOSED POWER SOURCE TO PROPOSED SERVICE METER. COORDINATE WITH ONCOR TO ESTABLISH POWER SOUCE AND INSTALLATION OF THIS RUN.
** ALL BORED CONDUIT WILL BE SCHEDULE 80.

ELECTRIC SERVICE DATA TABLE

ELECTRICAL SERVICES DATA SCHEDULE										
ELEC. SERVICE NO.	ELECTRICAL SERVICE DESCRIPTION (SEE ED (5), (6), & (7) - 14)	SERVICE CONDUIT SIZE	SERVICE CONDUCTORS NO./SIZE	SAFETY SWITCH AMPS	MAIN CKT. BKR. POLE/AMP	PANELBD/ LOADCENTER AMP RATING	CIRCUIT NO.	BRANCH CKT. BKR. POLE/AMPS	BRANCH CIRCUIT AMPS	KVA LOAD
4TH STREET & PORTER STREET	ELC SRV TY D (120/240) 100 (NS) SS (N) SP (U) OPTIONS: -120/240V, 1 PHASE -STAINLESS STEEL FINISH -4 JAW METER SOCKET	2"	3/#1	100	2P/100	100	POLE 'C' CONTROLLER	1P/20	4	0.83



HDR
Firm Registration No. F-754
710 Hesters Crossing, Suite 150
Round Rock, Texas 78681
512.685.2900



CITY OF TAYLOR
4TH STREET
PEDESTRIAN
IMPROVEMENTS

200 EAST FOURTH STREET
TAYLOR, TEXAS 76574



NO. DATE ISSUE

SHEET TITLE

FLASHING BEACON
LAYOUT

SHEET NUMBER

C017

GENERAL NOTES FOR ALL ELECTRICAL WORK

- The location of all conduits, junction boxes, ground boxes, and electrical services is diagrammatic and may be modified to accommodate field conditions.
- Provide new and unused materials. Ensure that all materials and installations comply with the applicable National Electrical Code (NEC), NFPA 70, and applicable state and local specifications, National Electrical Manufacturers Association (NEMA), and are listed by Underwriters Laboratories (UL) or other nationally recognized testing laboratories such as Canadian Standards Association (CSA), Intertek Testing Services Inc., or FM Approvals LLC can be substituted for the materials listed. Materials listed under the International Electrical Commission (IEC) listed devices will not be considered an acceptable substitution for the materials listed. Materials listed under the IEC listing, quality factor, or other workmanship in any material, equipment, or installation is justified for replacement, repair or reinstallation of material, equipment or installation of no additional cost to the Department.
- Miscellaneous nuts, bolts and hardware, except for high strength bolts, may be stainless steel when plans specify galvanized, provided the bolt size is 1/2" in. or less in diameter.
- Provide the following test equipment as required by the Engineer to confirm compliance with the contract and the NEC: voltmeter, ammeter, megohm meter (1000 volt DC), ground resistance tester, torque wrench, and torque screwdriver. The BMT-51 equipment has been properly calibrated within the last year. Provide calibration certification to the Engineer upon request. Operate test equipment during inspection as requested by the Engineer.
- Install grounding in accordance with the NEC. Ensure all metallic conduits, metal poles, luminaires, and metal enclosures are bonded to the equipment grounding conductor. Provide stranded bare copper or green insulated grounding conductors. Ground rods, connectors, and bonding jumpers are subsidiary to the various bid items.
- When required by the Engineer, notify the Department in writing of materials from the Material Producers List (MPL) intended for use on each project. Prequalified materials are listed on the MPL on TxDOT's website under "Roadway Illumination and Electrical Supplies." No substitutions will be allowed for materials on this list.

CONDUIT

A. MATERIALS

- Provide conduit, junction boxes, fittings, and hardware as per TxDOT Departmental Material Specification (DMS) 11040 "Conduit" and Item 618 "Conduit" and TxDOT's "Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges," latest edition. Provide conduits listed under Item 618 on the MPL under "Roadway Illumination and Electrical Supplies." Provide conduit types according to the descriptive code or as shown on the plans. Do not substitute other types of conduits for those shown. Provide liquidtight flexible metal conduit (LFMC) when flexible conduit is called for on galvanized steel rigid metal conduit (RMC) systems. Provide liquidtight flexible nonmetallic conduit (LFNC) when flexible conduit is called for on polyvinyl chloride (PVC) systems.
- Provide galvanized steel RMC for all exposed conduits, unless otherwise shown on the plans. Properly bond all metal conduits.
- Unless otherwise shown on the plans, provide junction boxes with a minimum size as shown in the following table, which applies to the greatest number of conductors entering the box through one conduit with no more than four conductors per box. When a mixture of conductor sizes is present, count the conductors as if all are of the larger size. For situations not applicable to the table, size junction boxes in accordance with NEC.

AWG	3 CONDUCTORS	5 CONDUCTORS	7 CONDUCTORS
#1	10" x 10" x 4"	12" x 12" x 4"	16" x 16" x 4"
#2	8" x 8" x 4"	10" x 10" x 4"	12" x 12" x 4"
#3	6" x 6" x 4"	8" x 8" x 4"	10" x 10" x 4"
#4	6" x 6" x 4"	8" x 8" x 4"	10" x 10" x 4"
#5	6" x 6" x 4"	8" x 8" x 4"	10" x 10" x 4"

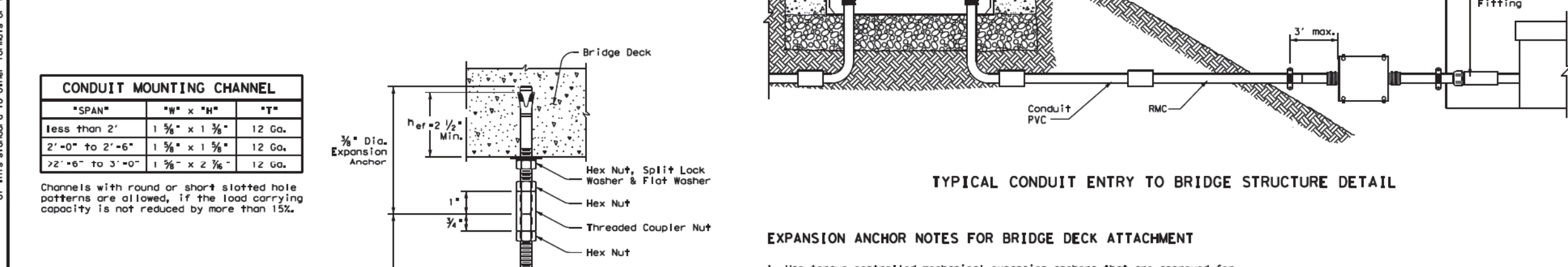
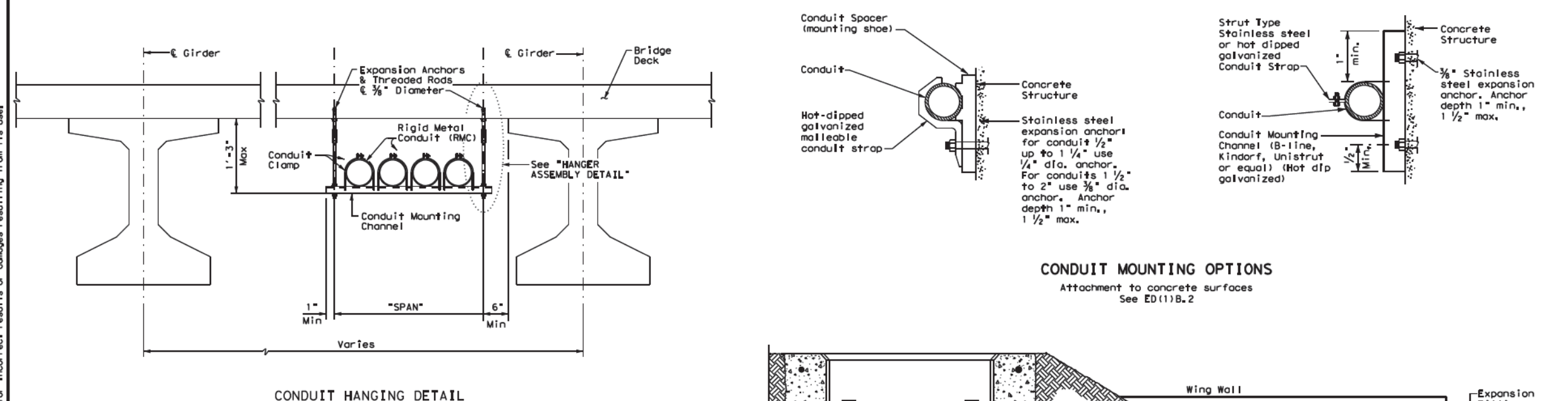
- Junction boxes with an internal volume of less than 100 cu. in. and supported by entering raceways must have threaded entries or hubs identified for the intended purpose and supported by the equipment. Junction boxes with an internal volume of 100 cu. in. or more shall have four threaded entries or hubs. Secure conduit within 3 ft. of the enclosure or within 18 in. of the enclosure if all conduit entries are on the same side. Mechanically secure all junction boxes with an internal volume greater than 100 cu. in.
- Provide hot dipped galvanized cast iron or sand cast aluminum outlet boxes for junction boxes containing only AWG 10 or larger conductors. Do not use die cast aluminum boxes. Size outlet boxes according to the NEC.
- Do not use intermediate metal conduit (IMC) or electrical metallic tubing (EMT) unless specifically noted on the plans. EMT shall be listed and approved for outdoor use, unless otherwise noted on the plans. Size all galvanized steel junction boxes in accordance with the NEC. Provide junction boxes for IMC conduit systems that meet the same requirements as those for RMC systems.
- Provide PVC junction boxes intended for outdoor use on PVC conduit systems, unless otherwise noted on the plans.

- Provide PVC elbows in PVC conduit systems, unless otherwise shown on the plans. Use only a flat, high tensile strength polyester fiber pull tape for pulling conductors through the PVC conduit system. When galvanized steel RMC elbows are specifically called for in the plans and any portion of the RMC elbow is buried less than 18 in., ground the RMC elbow by means of a grounding electrode. If a metal elbow is encased in a minimum of 2 in. of concrete, PVC elbows are allowed on these concrete encased rigid metal elbows. RMC or PVC elbows are subsidiary to various bid items.
- When required, provide High-Density Polyethylene (HDPE) conduit with factory installed internal expansion joints to allow for movement of the conduit. At the contractor's request and with approval by the Engineer, substitute HDPE conduit with no conductors for banded schedule 40 or schedule 80 PVC conduit size used in the plans. Ensure banded HDPE substituted for RMC is schedule 40 or of the same size PVC called for in the plans. Ensure the substituted HDPE meets the requirements of Item 621, except that the conduit is supplied without factory-installed conductors. Make the transition of the HDPE conduit to PVC or RMC elbow when required at the bore pit. Provide conduit of the size and schedule as shown on the plans. Do not extend substituted conduit into ground boxes or foundations. Provide PVC or galvanized steel RMC elbows as called for at all ground boxes and foundations.
- Use two-hole straps when supporting 2 in. and larger conduits. On electrical service poles, properly sized stainless steel or hot dipped galvanized one-hole standoff straps are allowed on the service riser conduit.

B. CONSTRUCTION METHODS

- Provide and install expansion joint conduit fittings on all structure-mounted conduits or the structure's expansion joints to allow for movement of the conduit. In addition, provide and install expansion joint fittings on all continuous runs of galvanized steel RMC conduit externally exposed on structures such as bridges at maximum intervals of 150 ft. When requested by the project Engineer, supply manufacturer's specification sheet for expansion joint conduit fittings. Repair or replace expansion joint fittings that do not allow for movement or no additional cost to the Department. Provide the method of determining the amount of expansion to the Engineer upon request. Do not use LMC or LMC as a substitute for the required expansion conduit fittings.
- Space all conduit supports at maximum intervals of 5 ft. Install conduit spacers when attaching metal conduit to surface of concrete structures. See "Conduit Mounting Options" on ED(1). Install conduit supports within 3 ft. of all enclosures and conduit terminations.
- Do not attach conduit supports directly to pre-stressed concrete beams except as shown specifically in the plans or as approved by the Engineer.
- Unless otherwise shown on the plans, jack or bore conduit placed beneath existing roadways, driveways, sidewalks, or other base or surfacing operation has begun, backfill and compact the bore area below the conduit per Item 415 "Jacking, Boring, or Tunneling Pipe or Box" prior to installing conduit or duct cable to prevent bending of the connections.
- When placing conduit in the subgrade of new roadways, backfill all trenches with excavated material unless otherwise noted on the plans. When placing conduit in the subgrade of new roadways, backfill all trenches with compacted fill to meet the requirements of Item 110 "Excavation and Backfill for Structures", 401 "Roadside Backfill", 402 "French Excavation Protection", and 403 "Temporary Spoil Shoring".
- Provide and place warning tape approximately 10 in. above all trench conduit as per Item 618.
- During construction, temporarily cap or plug open ends of all conduits and raceways immediately after installation to prevent entry of dirt, debris and animals. Temporary caps constructed of durable duct tape are allowed. Tightly fix the tape to the conduit opening. Clean out the conduit and prove it clear in accordance with Item 618 prior to installing any conductors.
- Ensure conduit entry into the top of any enclosure is waterproof by installing conduit sealing hubs or using boxes with threaded bases. This includes surface mounted safety switches, meter boxes, service enclosures, auxiliary enclosures and junction boxes. Grounding bushings on water-tight sealing hubs are not required.
- Fit the ends of all PVC conduit terminations with bushings or bell end fittings. Provide and install a grounding type bushing on all metal conduit terminations.
- Install a bonding jumper from each grounding bushing to the nearest ground rod, grounding lug, or equipment grounding conductor. Ensure all bonding jumpers are the same size as the equipment grounding conductor. Bonding of conduit used as a coating under roadways for duct cable is not required, if the duct extends the full length through the casting.
- At all electrical services, install a 6 AWG solid copper grounding electrode conductor.
- Place conduits entering ground boxes so that the conduit openings are between 3 in. and 6 in. from the bottom of the box. See the ground box detail on sheet ED(1).
- Seal ends of all conduits with duct seal, expandable foam, or by other methods approved by the Engineer. Seal conduit immediately after completion of conductor installation and pull tests. Do not use duct tape as a permanent conduit seal. Do not use all-concrete conduit as a conduit seal.
- File smooth the cut ends of all mounting strut and conduit. Before installing, paint the field cut ends of all mounting strut and RMC threaded and non-threaded with zinc rich paint (95% or more zinc content) to alleviate corrosion. Use zinc rich paint to touch up galvanized material as of under Item 405 "Galvanizing." Do not paint non-galvanized material with a zinc rich paint as an alternative for materials required to be galvanized.

Texas Department of Transportation		Traffic Operations Division Standard	
ELECTRICAL DETAILS CONDUITS & NOTES			
ED(1)-14			
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11A			



Texas Department of Transportation		Traffic Operations Division Standard	
ELECTRICAL DETAILS CONDUIT SUPPORTS			
ED(2)-14			
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11B			

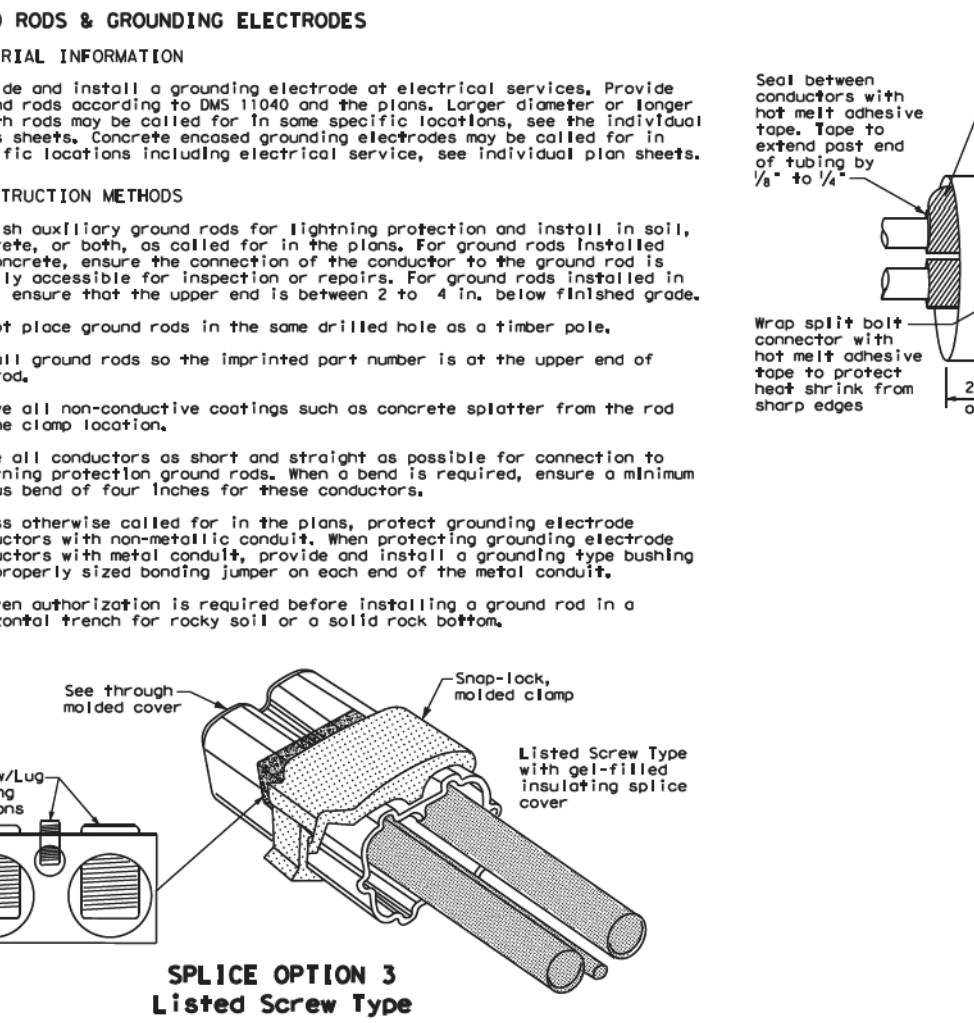
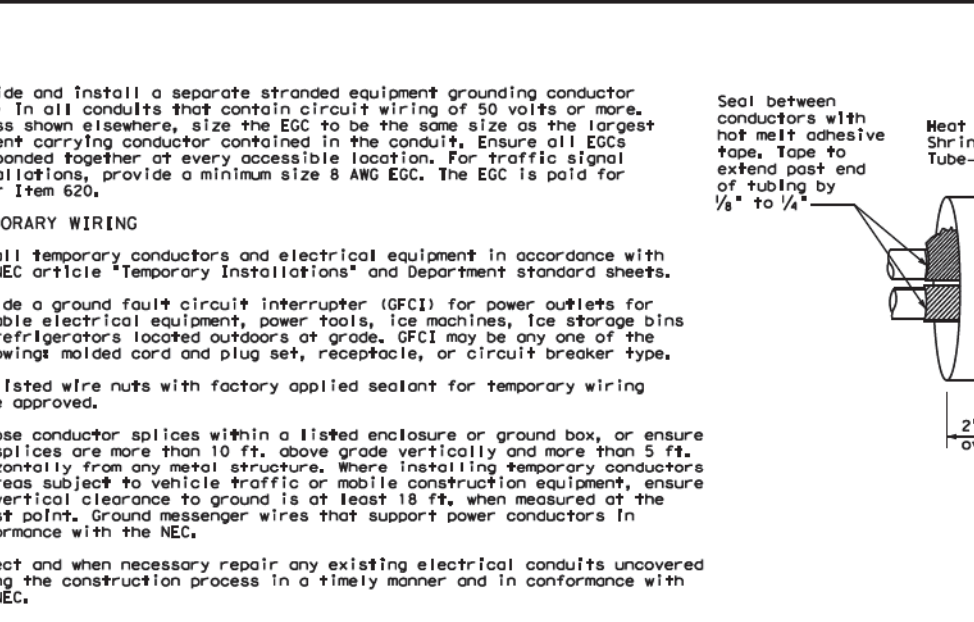
ELECTRICAL CONDUITS

A. MATERIAL INFORMATION

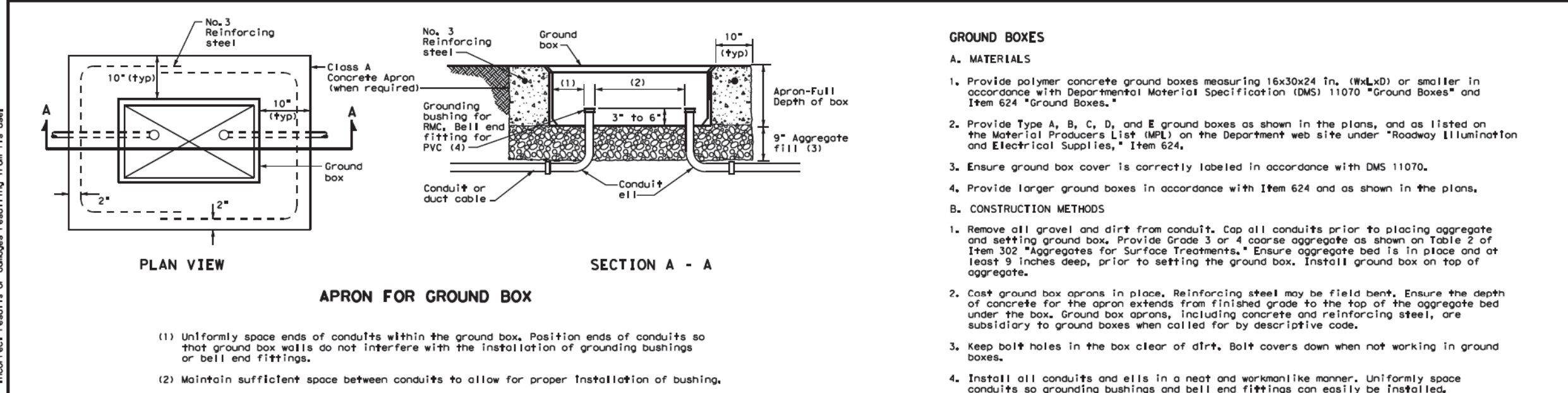
- Provide Type 304 Insulated conductors in accordance with Departmental Material Specification (DMS) 11040 "Conductors" and Item 620 "Electrical Conductors." Provide conductors listed on the MPL on the Department's website under "Roadway Illumination and Electrical Supplies." Item 620, Color code insulated conductors in accordance with the NEC. Identify grounded (neutral) conductors with white insulation. Identify grounding conductors (ground wires) with green insulation or bare conductors. Identify other conductors with any color insulation except green, white, or gray. Keep color scheme consistent throughout the wiring system. Identify cable (CMC) and smaller by cable jacket. Identify electrical conductors 4 AWG and larger by continuous color jacket or by colored tape. When identifying conductors with colored tape, mark at least 6 in. of the conductor's insulation with half inch of tape.
- Provide a solid copper 6 AWG grounding electrode conductor to bond the electrical service conductors to the concrete encased grounding electrode or the ground rod at the service location. Connect the grounding electrode conductor to the ground rod with a UL listed connector in accordance with DMS 11040. Connect the grounding electrode conductor to the concrete encased grounding electrode as shown in the plans.
- Where two or more circuits are present in one conduit or enclosure, permanently identify the conductors of each branch circuit by affixing a non-metallic tag around both circuit conductors at each accessible location. Provide tags with identification number, color, and size. Print circuit identification on the tag with a permanent marker.
- Use listed compression core type pressure connectors, terminal blocks, or split bolt connectors for splicing as specified in DMS 11040. Use hot melt adhesive tape to fill the gap between the ends of heat shrink tubing. Provide UL listed gel-filled insulating splice covers. Splicing materials, insulating materials, terminal blocks, splice covers, and fuse holders are subsidiary to various bid items.

B. CONSTRUCTION METHODS

- Use only a flat, high tensile strength polyester fiber pull tape for pulling conductors through the conduit system. After installing conductors in conduit, perform conductor pull test. If a conductor cannot be freely pulled, make the needed alterations or repairs at no additional cost to the department. Perform insulation resistance tests in accordance with Item 620. Coordinate with the Engineer to witness the tests.
- Leave 2 ft. minimum, 3 ft. maximum length for each conductor to the splice in ground boxes. Leave 3 ft. minimum, 4 ft. maximum length of conductor in ground boxes when pulled through with no splice. Leave 1 ft. minimum, 1.5 ft. maximum length of conductor at enclosures, weatherheads and pole bases.
- Make splices only in junction boxes, ground boxes, pole bases, or electrical enclosures and use only listed compression or screw type pressure connectors, terminal blocks, or split bolt connectors. Insulate splices with heavy wall heat shrink tubing or gel-filled insulating splice covers to provide a watertight splice. Overlap conductor insulation with heat shrink tubing a minimum of 2 in. past both sides of the splice. Where heat shrink tubing may not shrink sufficiently to provide a watertight seal around the individual conductors, prior to meeting the tubing, increase the diameter of the conductor insulation using non-adhesive tape to provide a watertight seal between the individual conductors and the heat shrink tubing. Ensure the tape extends beyond the heat shrink tubing. Heat shrink tubing that appears to have been burned, or overcooked, is considered defective and must be replaced.
- Size and install gel-filled insulating splice covers according to manufacturer's specifications when used in place of heat shrink tubing.
- Wire nuts with factory coated waterproof sealant may be used for 6 AWG or smaller conductors in above ground junction boxes, but not in pole bases or ground boxes. Install wire nuts in an upright position to prevent the accumulation of water.
- Support conductors in illumination poles with a J-hook at the top of the pole.
- When terminating conductors, remove the insulation and jacketing material without nicking the individual strands of the conductor. Conductors with nicked individual conductor strands or removed strands will be considered damaged.
- Replace conductors and cables that are damaged beyond repair or that fail on insulation resistance test at no additional cost to the department.
- Do not repair damaged conductors with duct tape, electrical tape, or wire nuts. Use only approved splicing methods.
- Do not terminate more than one conductor under a single connector, unless the connector is rated for multiple conductors. Do not exceed the pressure connector's listing for maximum number and size of conductors allowed.
- Install breakaway connectors on conductors bid under Item 620 whenever those conductors pass through a breakaway support device. Follow manufacturer's instructions when installing breakaway connectors to properly connect torque threaded connectors. Proper terminations are critical to the safe operation of breakaway devices. Fit waterproof boots on the conductors and install a plug around the conductor to ensure waterproof connection. Only one conductor may enter a single device in a plug. Provide the ends of boots to the correct size openings. Leave unused openings factory sealed. Use prequalified breakaway connectors as shown on the MPL.



Texas Department of Transportation		Traffic Operations Division Standard	
ELECTRICAL DETAILS CONDUITS & NOTES			
ED(3)-14			
DATE	REVISED	BY	CHK
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11C			



Texas Department of Transportation		Traffic Operations Division Standard	
ELECTRICAL DETAILS GROUND BOXES			
ED(4)-14			
DATE	REVISED	BY	CHK
01/10/00	01/10/00	01/10/00	01/10/00
11D			

CITY OF TAYLOR
4TH STREET
PEDESTRIAN
IMPROVEMENTS
200 EAST FOURTH STREET
TAYLOR, TEXAS 76754



03/01/2019

NO. DATE ISSUE

SHEET TITLE
FLASHING BEACON
STANDARDS

SHEET 1 OF 3

SHEET NUMBER

C018

**SCHEMATIC TYPE A
THREE WIRE**

Red insulation or color code #1 length of Line 1 or Line 2 conductors. Insulation with red tape where conductor exits the weatherhead.

White insulation or color code #2 length of neutral conductors' insulation with white tape where conductor exits the weatherhead.

Two Photoelectric viewing windows not shown but required when photoelectric is listed as enclosure mounted. Windows not required when photoelectric is listed as pole top mounted.

Do not bond this bus to the enclosure

Typical Branch Circuits

Grounding Electrode

Typical Branch Circuit

**SCHEMATIC TYPE C
THREE WIRE**

Typical Branch Circuits

Grounding Electrode

Typical Branch Circuit

**SCHEMATIC TYPE D - CUSTOM
120/240 VOLTS - THREE WIRE**

Typical 120 Volt Branch Circuit

Typical 240 Volt Branch Circuit

Typical 120 / 240 Volt Branch Circuit

Bonding Jumper

Grounding Electrode

**SCHEMATIC TYPE T
120/240 VOLTS - THREE WIRE**

Typical 120 Volt Branch Circuit

Typical 240 Volt Branch Circuit

Grounding Electrode

**SCHEMATIC TYPE T
120/240 VOLTS - THREE WIRE**

Galvanized steel-tubing off the street only, when required install photoelectric lighting contractor will be installed.

SCHEMATIC LEGEND

1	Safety Switch (when required)
2	Meter (when required-verify with electric utility provider)
3	Service Assembly Enclosure
4	Main Disconnect Breaker (See Electrical Service Data)
5	Circuit Breaker, 15 Amp (Control Circuit)
6	Auxiliary Enclosure
7	Control Station "Mech" Switch
8	Photo Electric Control (enclosure-mounted shown)
9	Lighting Contactor
10	Power Distribution Terminal Blocks
11	Neutral Bus
12	Branch Circuit Breaker (See Electrical Service Data)
13	Separate Circuit Breaker Panelboard
14	Load Center
15	Ground Bus

WIRING LEGEND

—	Power wiring
- - -	Control wiring
N	Neutral Conductor
—G—	Equipment grounding conductor-always required

**ELECTRICAL DETAILS
SERVICE ENCLOSURE
AND NOTES**

ED (6) - 14

FILED	08-14-09	REV	T002	REV	T002	REV	T002
01-10-08	October 2014	DATE	DATE	DATE	DATE	DATE	DATE
PROJECT		SHEET		COUNT		TOTAL	
SHEET		COUNT		TOTAL		TOTAL	

TRAFFIC SIGNAL NOTES

1. Do not pass luminaires conductors through the signal controller cabinet.
2. Include an equipment grounding conductor in all conduits throughout the electrical system. Bond all exposed metal parts to the grounding conductor.
3. Provide roadway luminaires, when required, in accordance with the material and construction sections of Item 610, "Roadway Illumination Assemblies," except for performance testing of luminaires. Test installed roadway luminaires for proper operation as a part of the associated traffic signal system test.
4. If internally illuminated street name signs are approved for use, ground the fixture to the pole with a 12 AWG green NMW conductor.
5. Band anchor bolts to rebar cage in two locations using #3 bars or #4 AWG stranded copper conductors. Use listed mechanical connectors rated for embedment in concrete. See T0001 standard TS-VD for further details.
6. Drill and tap signal poles for 1/2 in. x 13 UNC tank ground fitting. Provide and install tank ground fitting 4 in. to 6 in. directly below electrical service enclosure. Provide properly sized hole through the corner of the enclosure for the service grounding electrode conductor. Connect the electrical service grounding electrode conductor to the tank ground fitting. Ensure electrical service grounding electrode conductor is as short and straight as possible from the enclosure to the tank ground fitting. See Inset A detail for further information. Size service entrance conduit and branch circuit conduit as shown in the plans.
7. Mount electrical service enclosure and meter to signal pole with stainless steel bands. Ensure bands are a minimum width of 3/4 in. Secure enclosures by using hexagonal concrete anchors near top and bottom of each enclosure. Install properly sized stainless steel washers on each bolt in the enclosure. Run or drill and tap properly sized stand-off straps to signal pole for attaching conduit.
8. Conduct pull tests and insulation resistance tests on all illumination and power conductors as required in Item 630 "Electrical Conduits" and ED137 to prevent electronics damage, do not conduct insulation resistance tests on traffic signal cables after termination.
9. Lock all enclosures and bolt down all ground box covers before applying power to the signal installation.
10. Terminate conduits entering the top of enclosures with a conduit-sealing hub or gasketed boss. Install a gasketed bushing on all metal conduits not connected to conduit-sealing hub or threaded boss. Bond the gasketed bushing to the ground bus with a bonding jumper. Seal all conduits entering enclosures with duct seal or expanding foam. Do not use silicone to seal duct ends.
11. For all conduits, ensure the burial depth is a minimum of 18". Ensure the minimum burial depth for conduit placed under a roadway is 24".

White insulation or color code 6" or neutral conductor's insulation with white tape where conductor exits weatherhead.
Red Insulation or color code 6" length of Line 1 or Line 2 conductor's insulation with red tape where conductor exits the weatherhead. Conductor slack length, 12' min., 18' max.
120/240 volt 3 wire
Drill, tap and thread 1/2" x 13 UNC. Install tank ground fitting, connect electrical service grounding electrode conductor. See Note 6.
Meter. See Note 7
Service Enclosure. See Note 7
Inset A
Bushing or Bell End Fitting
See Note 11
Ground box (see side view)
Type TS-CF standard for controller foundation details, number of required conduits, and grounding requirements (see side view).
Conduits (see layout sheets for details).
See TS-FD standard sheet for foundation and conduit details.
Ground bus
Signal Pole Type

SIGNAL POLE WITH SERVICE

Type T electrical service mounted on signal pole shown as an example. See electrical details, layout sheets, and electrical cable data chart for additional details.

SIGNAL CONTROLLER FRONT VIEW

SIGNAL CONTROLLER SIDE VIEW

See TS-CF standard for conduit and grounding requirements. See layout sheets for ground box locations and any additional conduits that are required.

SIGNAL POLE

ELECTRICAL DETAILS TYPICAL TRAFFIC SIGNAL SYSTEM DETAILS

ED(8) - 14

FIG.	618-1(L)	REV.	T001	(in T001)	T001	(in T001)
DATE	October 2014	BY				
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SHEET	COUNTY					

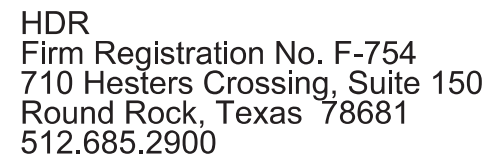
Texas Department of Transportation
Traffic Division Standard

03/01/2019

NO.	DATE	ISSUE
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SHEET TITLE

FLASHING BEACON STANDARDS



FOUNDATION DESIGN TABLE

FON TYPE	DRILLED SHAFT DIA.	REINFORCING			EMBEDDED DRILLED SHAFT LENGTH-FT (X) (Y) (Z)			ANCHOR BOLT DESIGN			FOUNDATION DESIGN LOADS (K)			TYPICAL APPLICATION
		VERT BARS	SPIRAL & PITCH	TEXAS CON. PENETRATOR	10	15	40	ANCHOR BOLT DIA.	FOY BOLT DIA.	ANCHOR TYPE	DESIGN K-FT	DESIGN K (K)		
24-A	24"	4-#5	2" @ 12"	5, 7	5, 3	4, 5	3/4"	36	12 1/4"	1	10	1	1	Adorsal pole, pedestal mounted
30-A	30"	4-#8	3" @ 6"	11, 13	10, 3	8, 0	1 1/2"	55	17 1/4"	2	87	3	8	Most arm assembly, (See Selection Table)
36-A	36"	10-#8	3" @ 6"	13, 2	12, 0	9, 4	1 3/4"	55	19 1/4"	2	131	5	131	Most arm assembly, (See Selection Table)
36-B	36"	12-#8	3" @ 6"	15, 2	13, 0	10, 4	2"	55	21 1/4"	2	190	7	190	Most arm assembly, (See Selection Table)
42-A	42"	14-#8	3" @ 6"	17, 4	15, 6	11, 9	2 1/4"	55	23 1/4"	2	271	9	271	Most arm assembly, (See Selection Table)

FOUNDATION SELECTION TABLE FOR STANDARD MAST ARM PLUS ILSN SUPPORT ASSEMBLIES (FF)

MAX SINGLE ARM LENGTH	FON 30-A		FON 36-A		FON 36-B		FON 42-A	
	32'	48'	32' X 24"	32' X 32"	32' X 36"	32' X 36"	32' X 36"	32' X 36"
MAXIMUM DOUBLE ARM LENGTH COMBINATIONS	28' X 28"	32' X 32"	32' X 36"	40' X 36"	44' X 28"	44' X 36"	40' X 36"	44' X 36"
MAX SINGLE ARM LENGTH	24' X 24"	28' X 28"	32' X 32"	36' X 36"	40' X 36"	44' X 36"	40' X 36"	44' X 36"
MAXIMUM DOUBLE ARM LENGTH COMBINATIONS	24' X 24"	28' X 28"	32' X 32"	36' X 36"	40' X 36"	44' X 36"	40' X 36"	44' X 36"

EXAMPLES:

- For 40mph design wind speed, foundation 30-A can support up to a 32' arm with another arm up to 28'.
- For 100mph design wind speed, foundation 36-A can support a single 36' mast arm.

TYPICAL STRAIN POLE ASSEMBLY

TYPICAL MAST ARM ASSEMBLY

FOUNDATION DETAILS

NOTES:

- Anchor bolt design develops the foundation design loads given under Foundation Design Loads.
- Foundation Design Loads are the allowable moments and shears at the base of the structure.
- Foundations may be lifted separately or grouped according to similarity of location and type, and distributed one for the contrary information only.
- Field Penetrator readings at a depth of approximately 3 to 5 feet may be used to adjust shaft lengths.
- If rock is encountered, the Drilled Shaft shall extend a minimum of two diameters into solid rock.
- Desired lengths in Design Table are to allow interpolation for other penetrator values. Round to nearest foot for entry into Summary Table.

FOUNDATION SUMMARY TABLE ①

LOCATION IDENTIFICATION	AV. FTY. (FT)	FON. NO.	DRILLED SHAFT LENGTH ② (FEET)		
			TYPE	EA	AD
POLE A	10	24-A	1	6	
POLE B	10	24-A	1	6	
POLE C	10	24-A	1	6	

GENERAL NOTES:

Design conform to 1994 ASHTO Standard Specification for Reinforcing Steel for Highway Signs, Luminaires and Traffic Signals and other revisions thereto.

Reinforcing steel shall conform to Item 440, "Reinforcing Steel".

Concrete shall be Class "C".

Threads for anchor bolts and nuts shall be rolled or cut threads of A307 series up to 2" in diameter or UNC series for all sizes. Bolts and nuts shall have Class 2A and 2B fit-tolerances. Galvanized nuts shall be topped after galvanizing.

Anchor bolts that are larger than 1" in diameter shall conform to "Galv steel" or "Heat-treated mild steel" per Item 449, "Anchor Bolts". Anchor bolts that are 1" in diameter or less shall conform to ASTM A36. Galvanize a minimum of the top and thread length plus 2" for all anchor bolts unless otherwise noted. Exposed washers and exposed nuts shall be galvanized. All galvanizing shall be in accordance with Item 445, "Galvanizing".

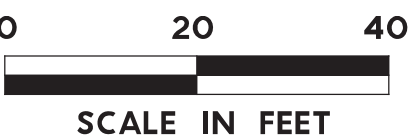
Templates and embedded nuts need not be galvanized. Luer locks and anchor anchor bolts when entering the structure in accordance with Item 449, "Anchor Bolts".

Texas Department of Transportation
Traffic Operations Division

TRAFFIC SIGNAL POLE FOUNDATION

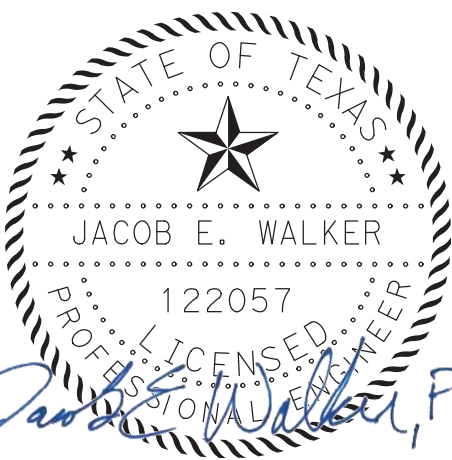
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CITY OF TAYLOR
4TH STREET
PEDESTRIAN
IMPROVEMENTS

200 EAST FOURTH STREET
TAYLOR, TEXAS 76574



03/01/2019

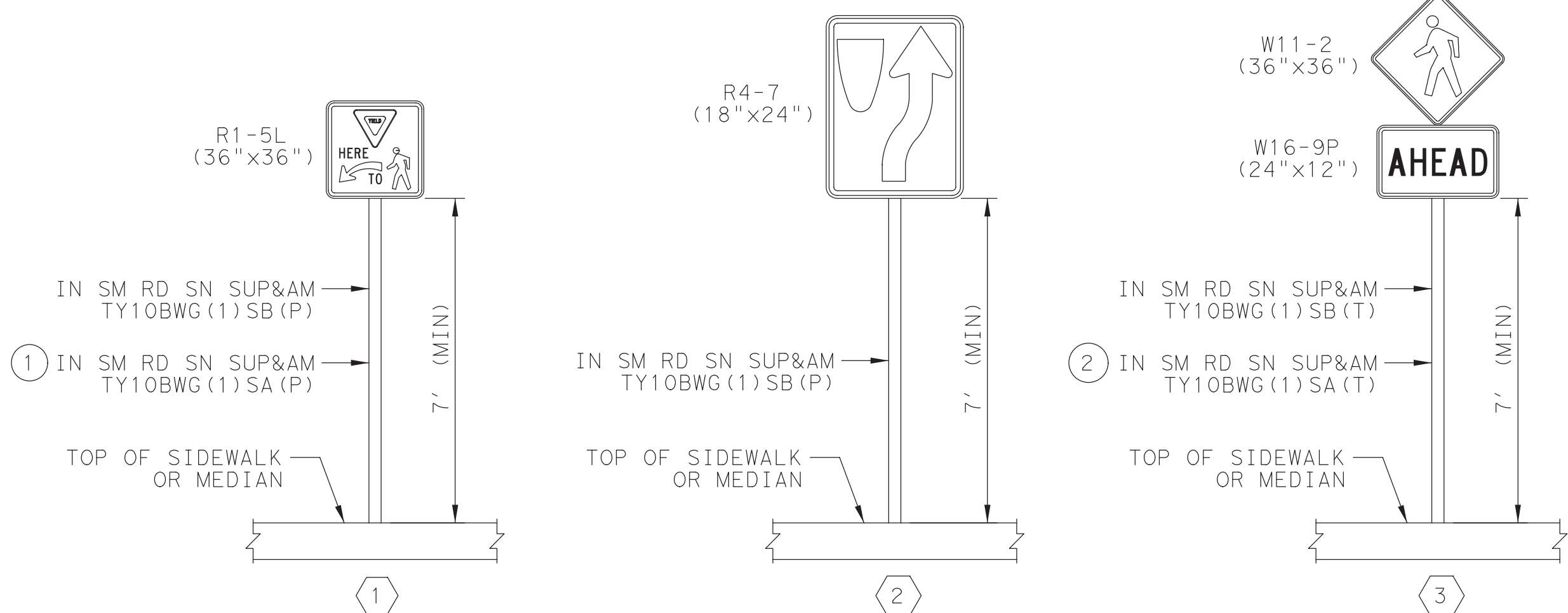
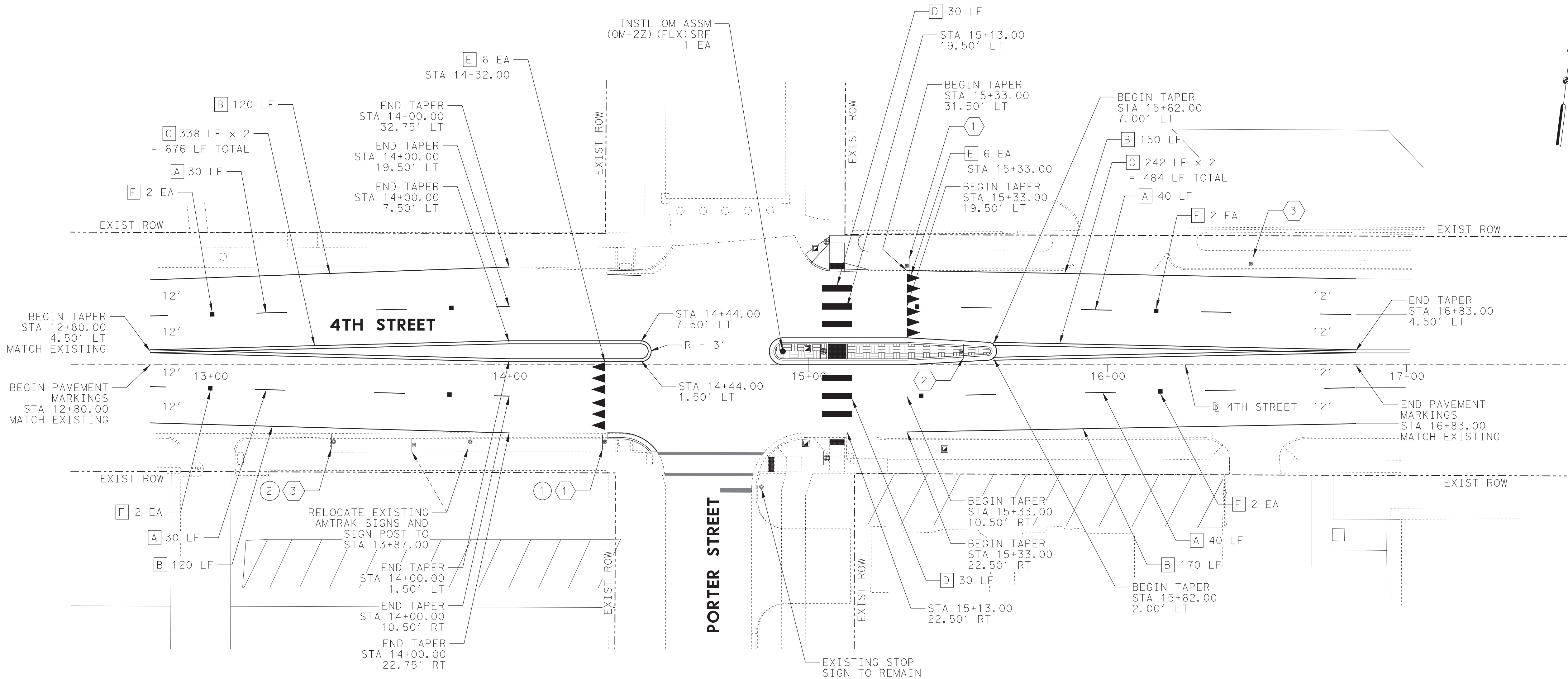
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SHEET TITLE

SIGNING AND
PAVEMENT MARKING
LAYOUT

SHEET NUMBER

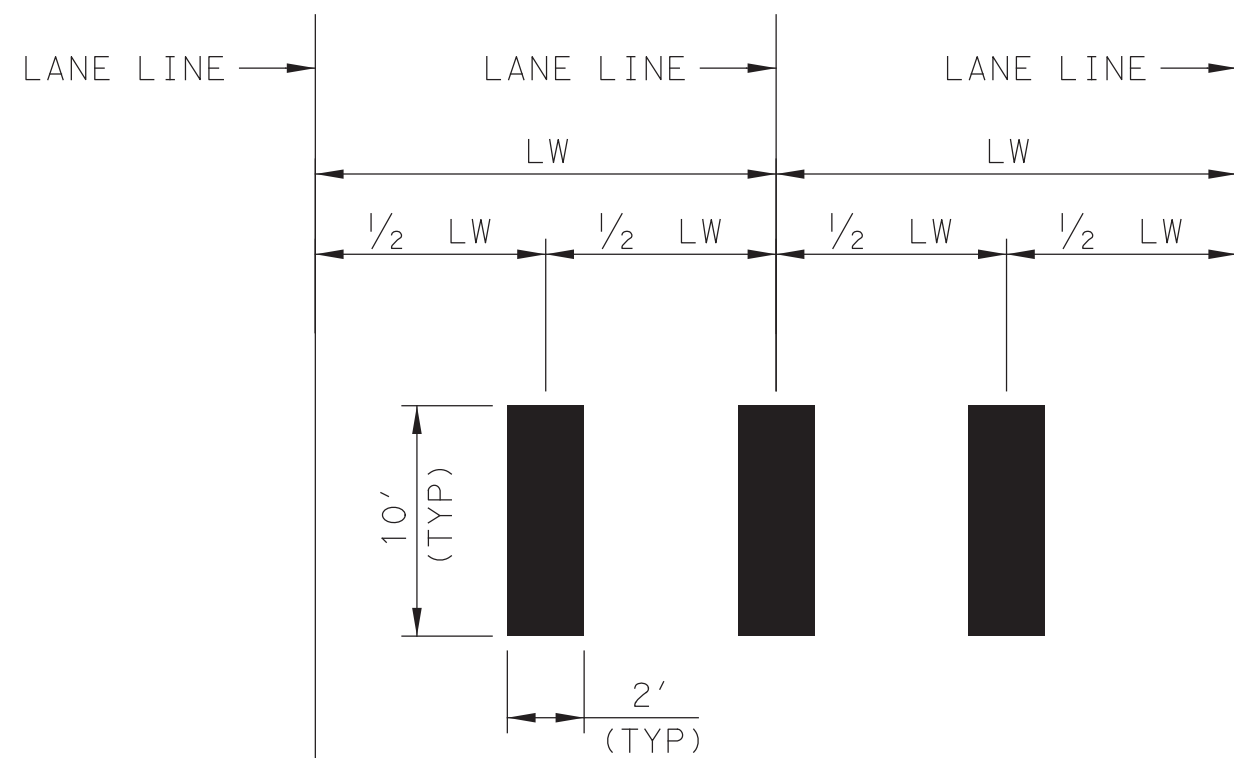
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SIGN DETAILS

NOTES:

- SEE "ROADWAY PLAN" SHEET FOR ALIGNMENT DATA.
- ALL PROPOSED TYPE I PAVEMENT MARKINGS WILL BE SEALED WITH A TYPE II MARKING IN ACCORDANCE WITH ITEM 666.
- EXISTING ASPHALT SURFACE UNDER EACH PROPOSED TYPE I MARKING AND MARKER WILL BE CLEANED IN ACCORDANCE WITH ITEM 678.
- SEE "FLASHING BEACON LAYOUT" SHEET FOR ADDITIONAL SIGNAGE AND DETAILS NOT SHOWN.



CROSS WALK PAVEMENT MARKING DETAIL

LW = LANE WIDTH

LEGEND

- EXISTING RIGHT OF WAY
- RE PM W/RET REQ TY I (W) 4" (BRK) (090 MIL)
- RE PM W/RET REQ TY I (W) 4" (SLD) (090 MIL)
- RE PM W/RET REQ TY I (Y) 4" (SLD) (090 MIL)
- REFL PAV MRK TY I (W) 24" (SLD) (090 MIL)
- REFL PAV MRK TY I (W) 36" (YLD TRI) (090 MIL)
- REFL PAV MRKR TY I-C AT 80' C-C
- SIGN DESIGNATION
- PROPOSED SIGN
- EXISTING SIGN
- PROPOSED FLASHING BEACON CONTROLLER POLE
- PROPOSED GROUND BOX

TRIANGULAR SLIPBASE INSTALLATION GENERAL REQUIREMENTS

NOTE

There are various devices approved for the triangular slipbase system. Please reference the Material Supplier List for approved slip base systems, https://www.txdot.gov/business/producer_list.htm. The devices shall be installed per manufacturer's recommendations. Installation procedures shall be provided to the Engineer by Contractor.

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DISCLAIMER:

CONCRETE ANCHOR

Concrete anchor consists of 5/8" diameter stud bolt with UNC series bolt threads on the upper end. Heavy hex nut per ASTM A563, and hardened washer per ASTM F436. The stud bolt shall have a minimum yield and ultimate tensile strength of 50 and 75 KSI, respectively. Nuts, bolts and washers shall be galvanized per Item 445. "Galvanized" means the steel shall have a hot-dip zinc coating that meets or exceeds the minimum zinc coating weight of 0.015 oz per sq ft of the nut when installed. The anchor, when installed in 4000 psi normal-weight concrete with a 5/12" minimum embedment, shall have a minimum of double tension and shear of 3000 and 3100 psi, respectively.

GENERAL NOTES:

- Slip base shall be permanently marked to indicate manufacturer, Method, design, and location of marking are subject to approval of the local Traffic Standards Engineer.
- Material used on post with this system shall conform to the following specifications:
 - 10 UNC Tubing (2.875" outside diameter)
 - 0.134" nominal wall thickness
 - Seamless or electric-resistance welded steel tubing or pipe
 - Steel shall be A563 or 55 per ASTM A1011 or ASTM A1008
 - Other steels may be used if they meet the following:
 - 50,000 PSI minimum yield strength
 - 70,000 PSI minimum tensile strength
 - 20% minimum elongation in 2"
 - Wall thickness (uncoated) shall be within the range of 0.125" to 0.138"
 - Outside diameter (uncoated) shall be within the range of 2.867" to 2.885"
 - Corrosion per ASTM A123 or ASTM A563 G10. For pre-painted steel per ASTM A563, recoat tube outside diameter welds may be installed with zinc wire per ASTM B853.
- Schedule 80 Pipe (2.875" outside diameter)
 - 0.276" nominal wall thickness
 - Steel tubing per ASTM A500 or 4
 - Other seamless or electric-resistance welded steel tubing or pipe with equivalent outside diameter and wall thickness may be used if they meet the following:
 - 48,000 PSI minimum yield strength
 - 62,000 PSI minimum tensile strength
 - 21% minimum elongation in 2"
 - Wall thickness (uncoated) shall be within the range of 0.248" to 0.304"
 - Outside diameter (uncoated) shall be within the range of 2.895" to 2.899"
- Galvanization per ASTM A123
- See the Traffic Operations Division website for detailed drawings of sign clamps and Texas Universal Triangular Slipbase System components. The website address is: <https://www.txdot.gov/odot/traffic.htm>
- Sign supports shall not be spliced except where shown. Sign support posts shall not be spliced.

ASSEMBLY PROCEDURE

Foundation

- Prepare 12-inch diameter by 42-inch deep hole. If solid rock is encountered, the depth of the foundation may be reduced such that it is embedded a minimum of 18 inches into the solid rock.
- The Engineer may permit barbed or concrete less than 2 cubic yards to be shored with a portable, motor-driven concrete mixer. For small placements less than 0.5 cubic yards, hand mixing in a portable container may be allowed by Engineer. Concrete shall be Class II.
- Push the pipe end of the slip base into the center of the concrete. Rotate the stub and form while pushing it down into the hole. If it does not rest, unless otherwise directed by the Engineer, continue to work the stub into the concrete until it is between 2 to 4 inches above the ground.
- Place the stub. Allow a minimum embedment of 4 feet or less, unless otherwise directed by the Engineer.
- The triangular slipbase system is multidirectional and is designed to release when struck from any direction.

Support

- Cut support so that the bottom of the sign will be 7 to 7.5 feet above the edge of the travelway (i.e., edge of the closest line) when slip plate is below the edge of pavement or 1 to 1.5 feet above slip plate when the slip plate is above the edge of the travelway. The cut shall be blunt and straight.
- Attach sign to support using connections shown. When multiple signs are installed on the same support, ensure the minimum clearance between each sign is maintained. See SMD(SLP)-1 for clearances based on sign types.

Texas Department of Transportation
Traffic Operations Division

**SIGN MOUNTING DETAILS
SMALL ROADSIDE SIGNS
TRIANGULAR SLIPBASE SYSTEM**

SMD (SLP-1) - 1

DATE	BY	APP'D	DATE	BY	APP'D
01/001	JULY 2002		DATE	BY	APP'D
0-09	01/001		DATE	BY	APP'D
			DATE	BY	APP'D

DISCLAIMER: The design shown herein is intended to represent typical conditions and does not constitute a contract or warranty. It is the responsibility of the user to verify all dimensions and materials against the latest specifications and standards. The user shall be responsible for obtaining all necessary permits and approvals from the appropriate authorities.

GENERAL NOTES

- The Engineer may require that a Schedule B post be used in place of a T-Post where a sign height is abnormally high due to a fill slope.
- Sign supports shall not be galvanized.
- Sign supports shall conform to Departmental Specifications unless otherwise noted. They have the following minimum thicknesses: 0.080 for signs less than 10 sq. ft., 0.100 for signs between 10 sq. ft. and 0.125 for signs greater than 10 sq. ft.
- Signs shall meet specific requirements as to resistance in addition to windloading are indicated on the "Required Support" table on this sheet.
- For horizontal rectangular signs fabricated from flat stock, brackets are used for signs at angles or in sets in height. U-brackets are used for signs of greater width.
- When two triangular support arms are used to support a single sign, they shall not be rigidly connected to each other except through the sign panel. This will allow each support to act independently when impacted by an errant vehicle.
- Wing channels shall meet ASTM A 101 S5 or S50 and be galvanized per ASTM A 123.
- Square sign, wing channel, or window shall be cut by hand saw from the front face. Heavy galvanized coating on cut support ends per Item 445, "Galvanizing."
- Additional route number may be added vertically, provided the total sign area does not exceed the maximum allowable area per Note 1.
- Additional sign material required on the "Top-post" type for 24 inch high signs. Place the clamp 3 inches above bottom of sign when possible.
- Sheet open ends must be fitted with Friction Caps.
- Sign blanks shall be the sizes and shapes shown on the plans.

REQUIRED SUPPORT

SIGN DESCRIPTION	SUPPORT
48-Inch Stop Sign (R-1)	TY TBORG(1)(XXC)
60-Inch YIELD sign (R-2)	TY TBORG(1)(XXC)
48x48-Inch ONE-WAY sign (R-6-1)	TY TBORG(1)(XXC)
36x48, 48x36, and 48x48-Inch signs	TY TBORG(1)(XXC)
48x48-Inch signs	TY SBG(1)(XXC)
48x48-Inch signs (diamond or square)	TY TBORG(1)(XXC)
48x48-Inch signs	TY SBG(1)(XXC)
48-Inch Advance School X-ing sign (S-1)	TY TBORG(1)(XXC)
48-Inch School X-ing sign (S-2)	TY TBORG(1)(XXC)
Large Arrow sign (M-1 & M-7)	TY TBORG(1)(XXC)

FRICION CAP DETAIL

Friction caps may be manufactured from hot rolled or cold rolled steel sheets. The minimum sheet thickness shall be 24 gauge for all cap sizes. The file edges shall be reasonably sharp and smooth. Caps shall be sized and formed in such a manner as to produce a pressure fit and have no tendency to rattle when seated on the pole. The depth must be sufficient to hold the pipe protection against entrance of rainwater. They shall be free of sharp corners or indentations and show no evidence of metal fracture. Caps shall have an electrodiposited coating of zinc in accordance with the requirements of ASTM B653 Class IV-Zn E.

Jacob E. Walker, PE

03/01/2019

NO.	DATE	ISSUE

SHEET TITLE

**SIGNING AND
PAVEMENT MARKING
STANDARDS**

SHEET 1 OF 3



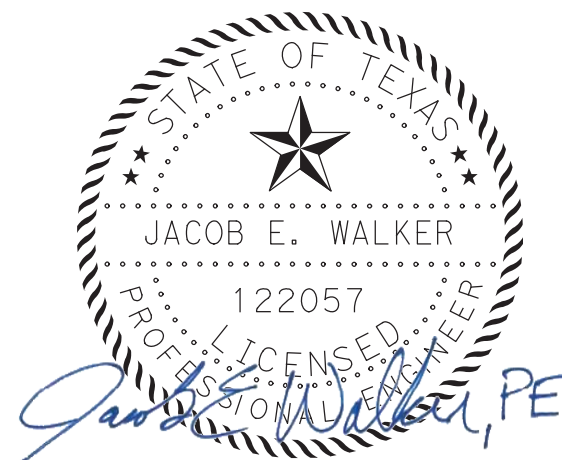
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Firm Registration No. F-754
710 Hesters Crossing, Suite 150
Round Rock, Texas 78681
512.685.2900

REFLECTOR UNIT SIZES FOR DELINEATORS AND OBJECT MARKERS					DELINEATORS					D & OM DESCRIPTIVE CODES				
DEVICE	SIZE 1	SIZE 2	SIZE 3	SIZE 4	DEVICE	SINGLE		DOUBLE		INSTL DEL ASSM (D-XX) SZ X (XXX)XXX (XX)				
										NUMBER OF REFLECTORS S = Single D = Double COLOR OF REFLECTORS B = White Y = Yellow R = Red REFLECTOR UNIT SIZE 1 or 2 TYPE OF POST OR DELINEATOR WC = Wing Channel Post FLX = Flexible Post BPF = Barrier Reflector TYPE OF MOUNT GND = Embedded (drivable or set in concrete) TWT = Texas Wedge Anchor GFI or GF2 = Guard Fence Attachment SRF = Surface Mount DIRECTION 1 = Required B1 = Bi-Directional B2 = Bi-Directional with red on back INSTL OM ASSM (OM-XX) (XXX)XXX (XX)				
SHEETING Yellow, White or Red Type B or C reflective sheeting					SHEETING Yellow, White or Red Type B or C Reflective Sheeting									
NOTE 1. Size 1 and 4 - Direct applied reflective sheeting for use on flexible post (FLX). 2. Size 2 and 3 - For use on wing channel (WC) post only. Use approved metal, plastic or fiberglass backplate with 17/64" mounting holes.					SHEETING POST TYPE WC FLX WC FLX MOUNT TYPE GND GND, SRF GND GND, SRF									
OBJECT MARKERS														
DEVICE	Type 1 (OM-1)	OM-2X	Type 2 (OM-2)	OM-2Z	Type 3 (OM-3)	OM-3R	OM-3C	OM-4	NUMBER OF REFLECTORS OR DIRECTION 1 = 1-size 2 reflector unit (Type 2 only) 2 = 1-size 3 reflector unit (Type 2 only) 3 = 1-size 4 reflector unit (Type 2 only) 4 = Left Side (Type 3 Object Marker only) R = Right Side (Type 3 Object Marker only) C = Center (Type 3 Object Marker only)					
									TYPE OF POST WC = Wing Channel Post FLX = Flexible Post TWT = Thin Wall Tubing TYPE OF MOUNT GND = Embedded (drivable) SRF = Surface Mount WAS = Wedge Anchor WAP = Wedge Anchor Plastic DIRECTION 1 = Required B1 = Bi-Directional					
SHEETING Yellow-Type B ₁ or C ₁ Sheeting										SHEETING Yellow-Type B ₁ or C ₁ Sheeting				
POST TYPE TWT										POST TYPE TWT				
MOUNT TYPE WAS, WAP										MOUNT TYPE WAS, WAP				
BARRIER REFLECTORS (BRF)					CHEVRONS					ONE DIRECTION LARGE ARROW				
DEVICE	GF1	GF2	CTB	DEVICE	W1-8		DEVICE	W1-6		NOTE: Delinimator and object marker backplates and sign substrates shall be 0.080" Aluminum sign blanks to conform to ASTM B-209 Alloy 6061-T6 or approved alternative.				
								Traffic Operations Division Standard						
SHEETING Yellow, White, Red					SHEETING Yellow, White, Red					DELINATOR & OBJECT MARKER MATERIAL DESCRIPTION D & OM(1)-15				
NOTE 1. Minimum 9 square inches of reflective sheeting surface area.					NOTE 1. CHEVRON (W1-8) signs and ONE DIRECTION LARGE ARROW (W1-6) Signs shall be installed per Sign Mounting Details (SMD) Standard Sheets and sold under Item 644 (SMD) Roadside Sign Assembly. 2. The Texas version of the ONE DIRECTION LARGE ARROW sign (W1-9T) may be used instead of the ONE DIRECTIONAL LARGE ARROW (W1-6).					Traffic Operations Division Standard				

POST TYPE AND SUPPORT FOUNDATION DETAILS				TYPE OF BARRIER MOUNTS		
WING CHANNEL (WC)	FLEXIBLE POSTS (FLX)		WEDGE ANCHOR SYSTEMS		GUARD FENCE ATTACHMENT	
	GND	SRF	WAS	WAP	GF1	GF2
EMBEDDED		SURFACE MOUNT		STEEL	PLASTIC	
NOTES		NOTES		NOTE		
1. Embedded Wing Channel (WC) post option may be used for Type 2 Object Markers and Delineators only.		1. See "Flexible Delineator and Object Marker Posts" Material Producer List for approved devices.		1. Install per manufacturer's recommendations.		
2. 1.12 lbs/ft steel per ASTM A 1011 SS Gr. 50, or ASTM A499.		2. Install per manufacturer's recommendations.				
		3. Post length may vary to meet field conditions.				
TYPES 1, 3, AND 4 OBJECT MARKERS AND CHEVRONS		CHEVRONS AND ONE DIRECTION LARGE ARROW SIGN		DELINEATORS AND TYPE 2 OBJECT MARKERS		
NOTE		NOTE				
Mounting at 4 feet to the bottom of the chevron is permitted for chevrons that will not exceed a height of 6'-6" to the top of the chevron (sizes 24" x 30" and smaller).		Chevrons 30" x 36" and larger shall be mounted at a height of 7' to the bottom of the chevron. Chevron sign and ONE DIRECTIONAL LARGE ARROW sign (W1-9T) shall be installed per SMO standard sheets and paid under Item 644.		See general notes 1, 2 and 3.		
GENERAL NOTES						Traffic Operations Division Standard
1. Place delineators on a section of roadway at a consistent distance from the edge of pavement.						
2. Where a restriction prevents consistent placement from the pavement edge, place the affected object markers in line with the innermost edge of the obstruction.						
3. When Type 2 object markers and delineators are more than 8'-0" from the edge of the pavement, it may not be possible to maintain a height of approximately 4'-0". If this is the case, place the object marker or delineator as close to the desired height as possible.						
4. Install all delineators, object markers and barrier reflectors in accordance with the manufacturer's recommendation.						
5. Barrier reflectors should be installed a minimum of 18 inches above the edge of the pavement surface.						
Texas Department of Transportation						Traffic Operations Division Standard
DELINATOR & OBJECT MARKER INSTALLATION						
D & OM(2)-15						Traffic Operations Division Standard
FILED: 0002-15, 000						
07/15/2017 August 2024						Traffic Operations Division Standard
REVISED						
10-09 3-15 4-10						Traffic Operations Division Standard
20A						

CITY OF TAYLOR 4TH STREET PEDESTRIAN IMPROVEMENTS

200 EAST FOURTH STREET
TAYLOR, TEXAS 76574



03/01/2019

NO. DATE ISSUE

SHEET TITLE

SIGNING AND
PAVEMENT MARKING
STANDARDS

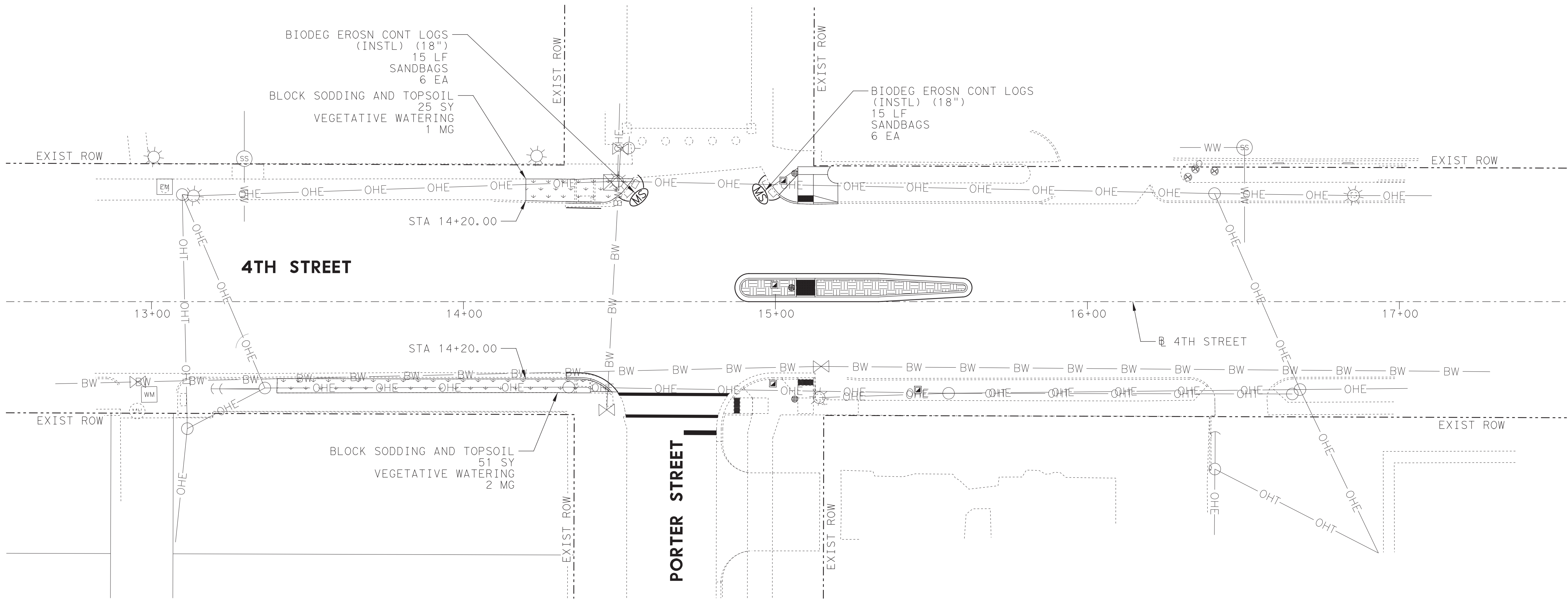
SHEET 3 OF 3

SHEET NUMBER

C024

LEGEND

- EXISTING RIGHT OF WAY
- OHE— EXISTING OVERHEAD ELECTRIC
- OHT— EXISTING OVERHEAD TELEPHONE
- WW— EXISTING WASTE WATER
- BW— EXISTING WATER
- ☉ PROPOSED FLASHING BEACON CONTROLLER POLE
- ☐ PROPOSED GROUND BOX
- MS— EROSION CONTROL LOGS
- ↓ ↓ ↓ ↓ ↓ LIMITS OF BLOCK SODDING AND 4IN TOPSOIL



- NOTES:
- SEE "ROADWAY PLAN" SHEET FOR ALIGNMENT DATA.
 - USE BERMUDAGRASS SOD FOR BLOCK SODDING.
 - VEGETATIVE WATERING RATE: 0.02 MG/SY



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CITY OF TAYLOR
4TH STREET
PEDESTRIAN
IMPROVEMENTS

200 EAST FOURTH STREET
TAYLOR, TEXAS 76574



03/01/2019

NO. DATE ISSUE

SHEET TITLE

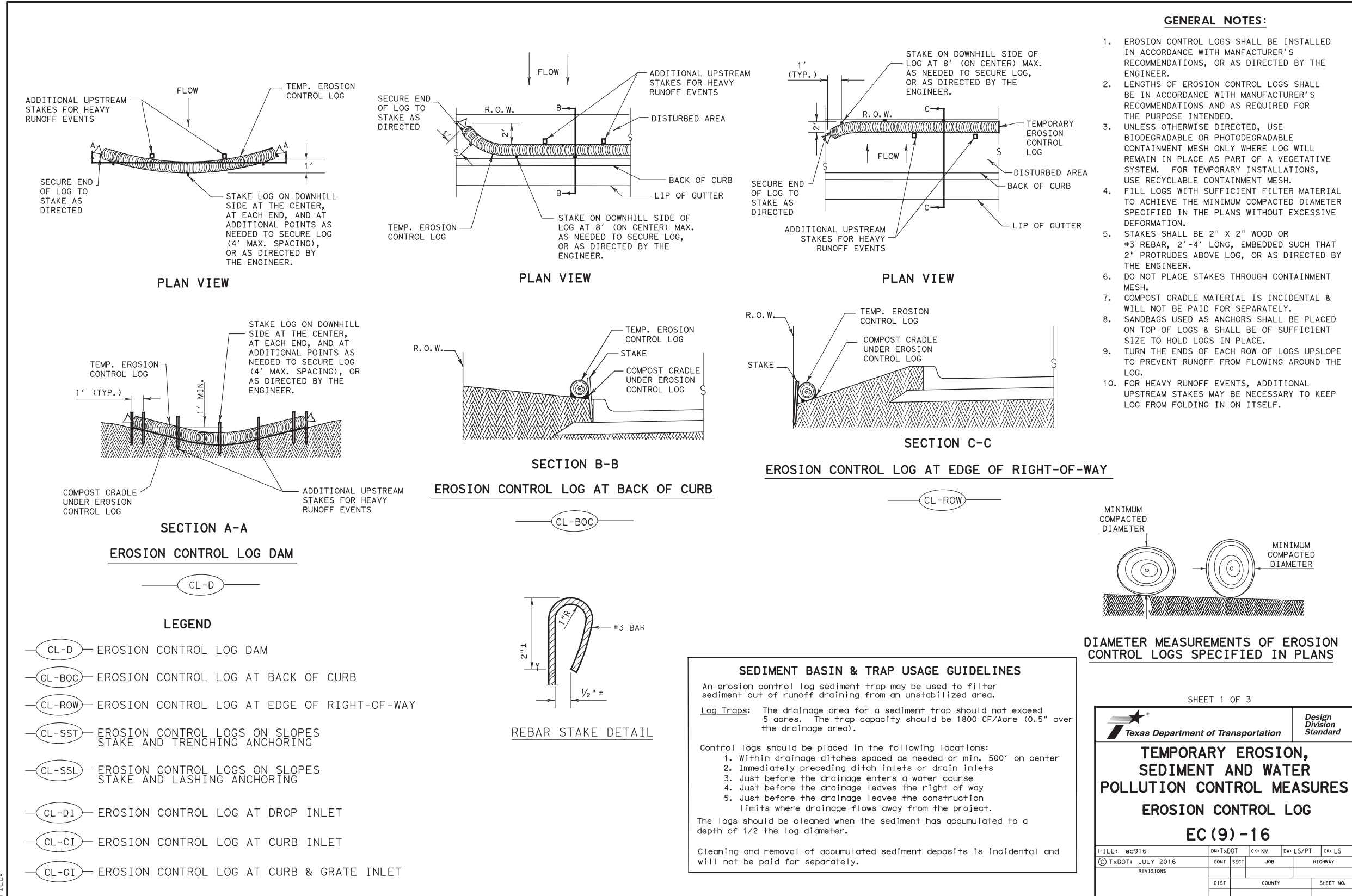
SW3P PLAN

SHEET NUMBER

C025

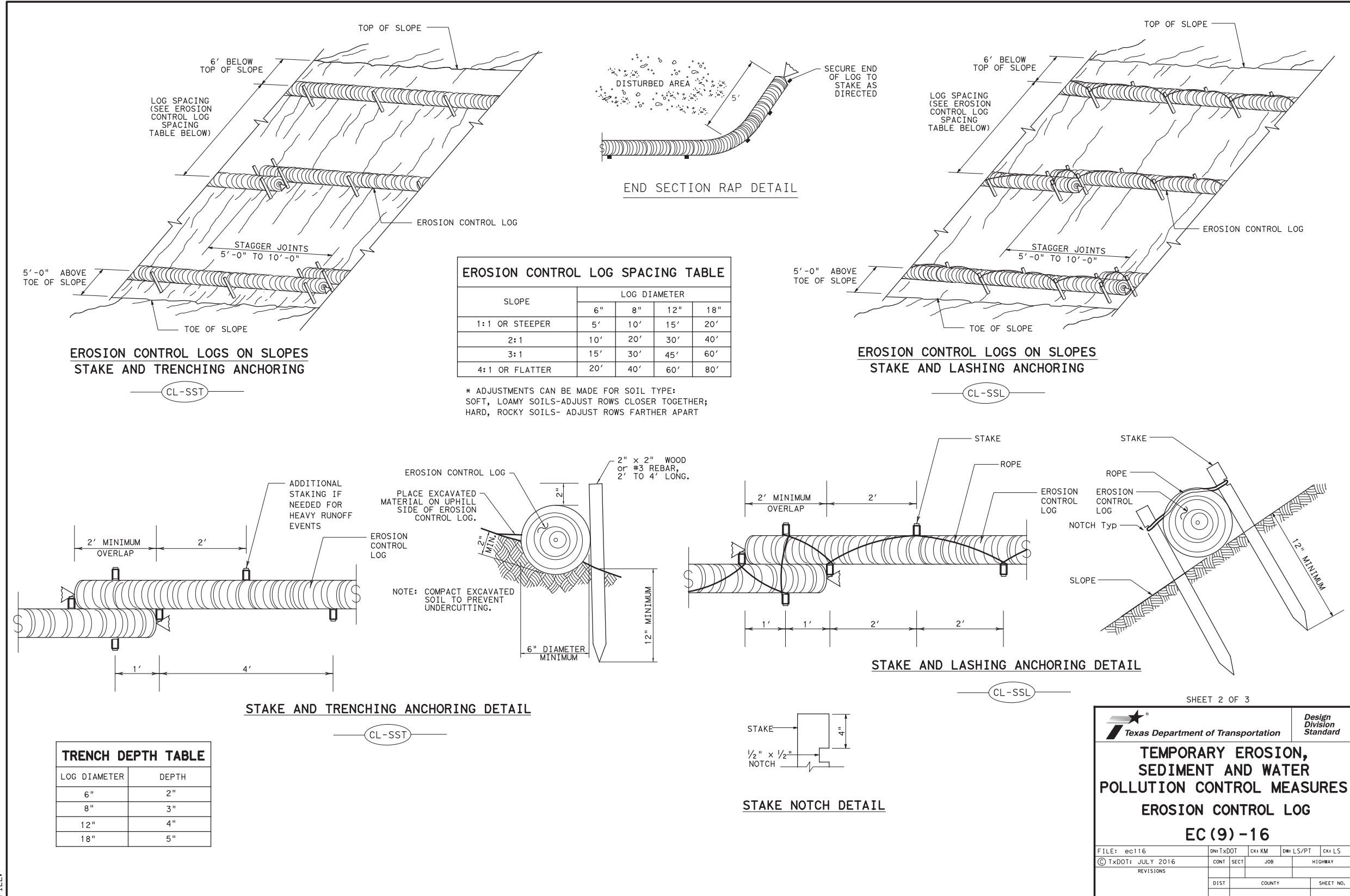
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DATE: 07/15/2016



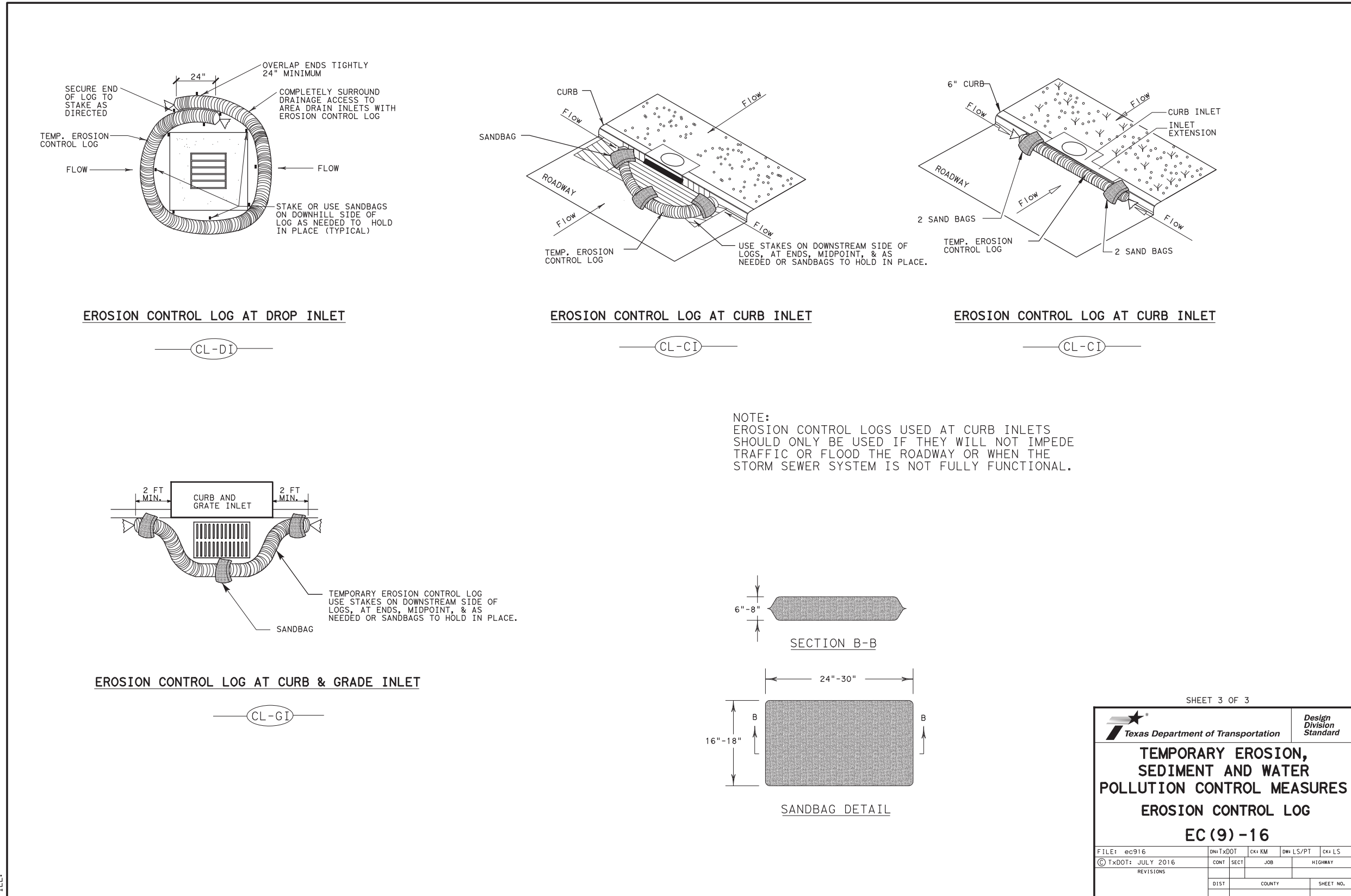
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DATE: 07/15/2016



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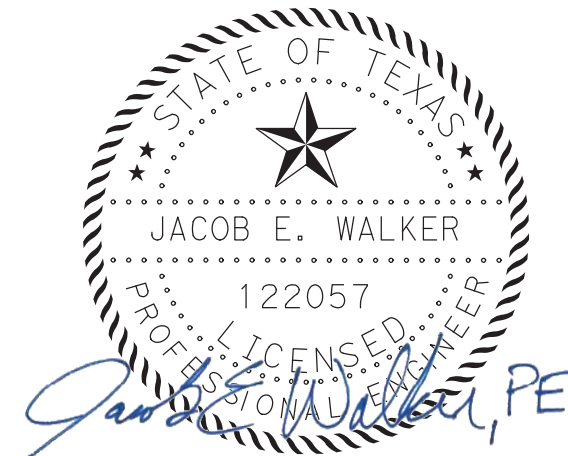
DATE: 07/15/2016



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CITY OF TAYLOR 4TH STREET PEDESTRIAN IMPROVEMENTS

200 EAST FOURTH STREET
TAYLOR, TEXAS 76574



03/01/2019

NO. DATE ISSUE

SHEET TITLE

EROSION CONTROL DETAILS

SHEET NUMBER

C026

Memo

Date: Friday, August 03, 2018

Project: 4th Street Crosswalk

To: City of Taylor

From: Leslie Pollack, P.E., PTOE, HDR

Subject: 4th Street Crosswalk Recommendations

Introduction

The renovation of Heritage Park, north of 4th Street, and the construction of the Taylor Skate Park, south of 4th Street, in Downtown Taylor, Texas, are expected to increase pedestrian activity in the area. More frequent crossing on 4th Street is expected as pedestrians travel between the parks as well as to and from restaurants on 4th Street. For these reasons, City of Taylor has requested that HDR develop recommendations for a crosswalk across 4th Street (US 79), east of Porter Street, as shown in Figure 1. 2016 average daily traffic counts on 4th Street, east of Porter Street, are approximately 9,000 vehicles per day.

The proposed recommendations are composed of several pedestrian crash countermeasures. Each countermeasure has a pedestrian crash reduction factor indicating the pedestrian crash reduction percentage due to the implementation of the countermeasure. The proposed countermeasures and their crash reduction factors are provided below.

High-Visibility Crosswalk

CRF = 40% (CMF Clearinghouse)



(Photo source: FHWA)

Refuge Island

CRF = 56 % (FHWA)



(Photo source: nacto.org)

Advance Warning Signs

CRF = 25% (CMF Clearinghouse)



(Photo source: roadtrafficsigns.com)

Rapid Rectangular Flashing Beacon

CRF = 47% (CMF Clearinghouse)



(Photo source: coralsales.com)

LED Edge-Lit Pedestrian Signs

CRF = N/A



(Photo source: tapco.com)

The proposed recommendations consist of a crosswalk with a rectangular rapid flashing beacon and a pedestrian refuge. A schematic is provided in Figure 2, and details of the recommendations are provided below:

Crosswalk with Pedestrian Refuge (\$105,000 – \$130,000)

- High-visibility crosswalk (CRF 40)
- Pedestrian refuge island (CRF 56)
- Signage
 - o Flashing edge-lit advance warning sign (CRF 25)
 - o Pedestrian activated rectangular rapid flashing beacon (RRFB)(CRF 47) at crosswalk (requires FHWA approval)

Pros/Cons

- + Pedestrians refuge provides for two-stage crossing
- Roadway construction required
- FHWA approval required for RRFB

The following countermeasures may also be considered:

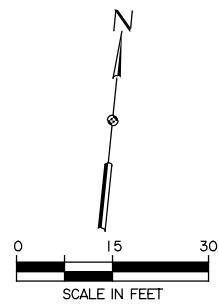
- Increase enforcement to reduce speed, CRF = 70% (FHWA)
- Review of posted speed limit on 4th Street
- Increase enforcement for yielding at crosswalks plus public education campaign, CRF = 23% (FHWA)

The proposed crosswalk recommendations provide pedestrian activated warning devices in addition to a median refuge that improve the safety of the crossing. Cost estimates are based on a preliminary design assumptions and our experience with previous projects of this type. The costs may vary during the design phase. It should also be noted that there is flexibility to modify the components of the proposed enhancements.



HDR Engineering, Inc.
504 Lavaca St, Suite 900
Austin, Texas 78701
(Texas Registered Engineering Firm No. F-754)

FIGURE 1
AREA LOCATION MAP

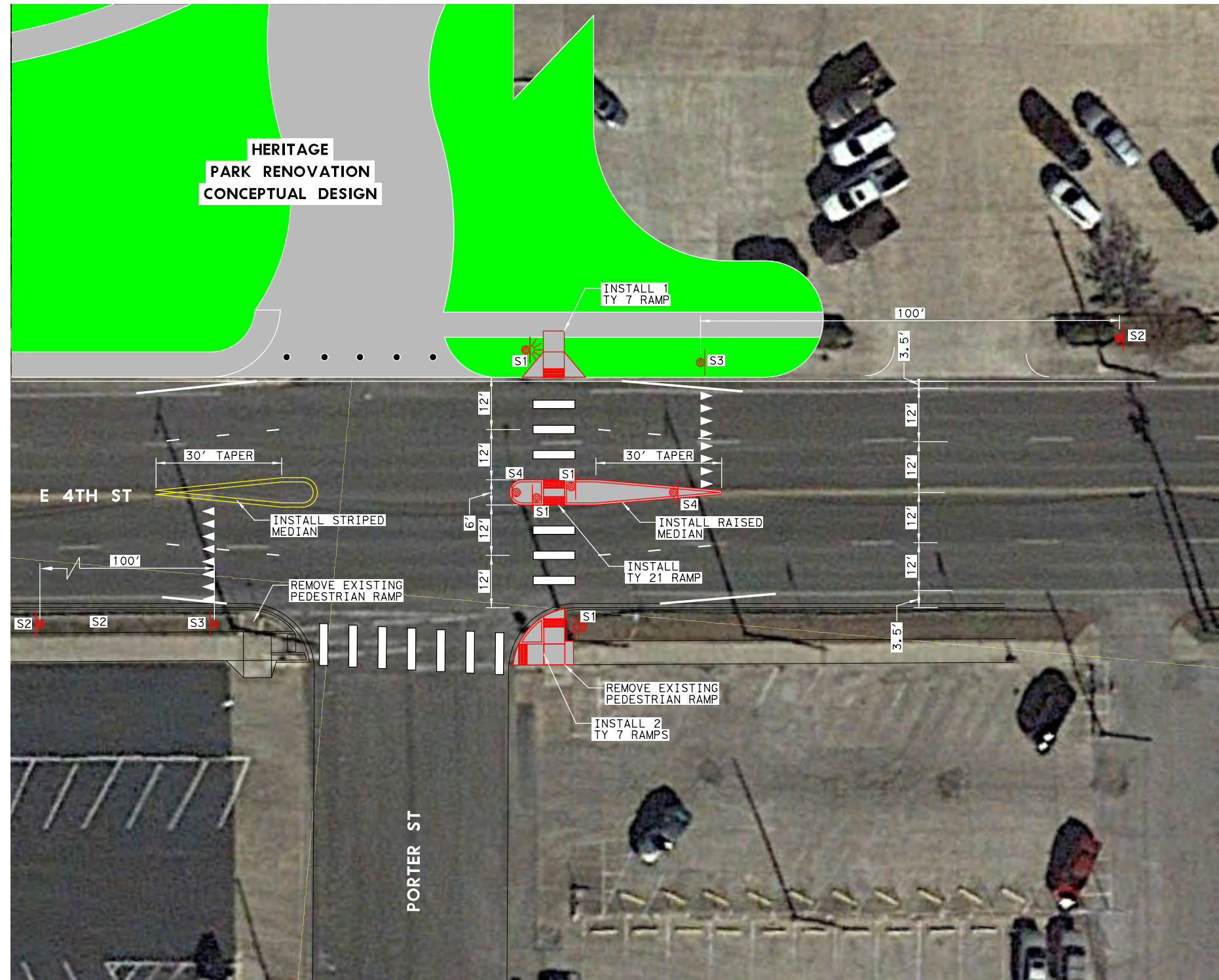


LEGEND

PROP. GROUND MOUNTED SIGN

PROP. FLASHING BEACON SIGN

PROP. PEDESTRIAN RAMP



RECTANGULAR RAPID FLASHING BEACON WARNING SYSTEM ASSEMBLY		ADVANCE WARNING SYSTEM ASSEMBLY
YIELD HERE TO PEDESTRIANS	KEEP RIGHT	

HDR Engineering, Inc.
504 Lavaca St, Suite 900
Austin, Texas 78701
(Texas Registered Engineering Firm No. F-754)

FIGURE 2
CONCEPTUAL PROPOSED
IMPROVEMENTS



***City Council Meeting
March 28, 2019
Transmittal Letter***

STRATEGIC PILLAR

☐ Streets/Infrastructure

☒ Quality of Life

☒ Economic Vitality

Agenda Item #: 14

Agenda Title: **Consider Ordinance No. 2019-12 amending Ordinance 2013-01 to change the number of board members on the Parks & Recreation Board from 12 to 8 (7 members + 1 student member).**

Council Action to be taken: Consider Ordinance

Department Submitted: City Management

Staff Contact: Dianna Barker, City Clerk

1. PURPOSE/DESCRIPTION

The purpose of this ordinance is to consider changing the number of Parks & Recreation Board members from 12 total members to eventually 8 total members.

2. STAFF ANALYSIS (How and Why)

At the February 28, 2019 City Council meeting, Council requested staff to research the process of reducing the total number of Parks & Recreation Board members from 12 members (11 regular + 1 student) down to 8 members (7 regular + 1 student).

At that meeting, Council suggested reducing the total number of members to 9 regular members + 1 student member for the first year or until the next scheduled appointments, then reducing the total number of members to 7 regular members + 1 student member for the second year and thereafter. This would ultimately eliminate 4 seats on the Parks & Recreation Board.

The Parks & Recreation Board was created by Ordinance 98-18, then replaced by Ordinance 2013-01. Since the number of members is stipulated in the ordinance, it must be changed by ordinance. Attached is a draft Ordinance that reflects this change.

3. RECOMMENDATION

Consider Ordinance No. 2019-12 as presented or with Council changes.

4. FUNDING SOURCE

N/A

5. TIMELINE

Draft Ordinance introduced March 14, 2019 and adopted on March 28, 2019.

6. PRIOR COUNCIL ACTIONS TAKEN

N/A

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

Do not amend Ordinance 2013-01.

8. ATTACHMENTS

14a [Draft Ordinance 2019-12](#)

14b [Ordinance 2013-01](#)

ORDINANCE NO. 2019 - 12

AN ORDINANCE OF THE CITY OF TAYLOR, TEXAS, AMENDING ORDINANCE 2013-01 ESTABLISHING THE PURPOSE, COMPOSITION AND TERM OF THE PARKS AND RECREATION ADVISORY BOARD BY ELIMINATING SEATS, REDUCING THE NUMBER OF BOARD MEMBERS FROM 11 TO 7 PLUS A STUDENT REPRESENTATIVE; PROVIDING A SAVINGS CLAUSE.

WHEREAS, the City Council desires to reduce the number of members on the Parks and Recreation Advisory Board ("Board"); and

WHEREAS the City Council deems it is in the best interest of the City that Ordinance 2013-01 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 City Council ratifies and confirms that all initial Board appointments and Board appointments made prior to adoption of this amendment were made pursuant to Ordinance 2013-01 as amended by Ordinance 2014-04. The City Council desires that all appointments to the Board made after the adoption of this Ordinance shall be made by the City Council.

SECTION 3. Section 4 of Ordinance 2013-01 is hereby amended to read in its entirety as follows:

The Board shall consist of nine regular members plus one student member for the first year or until the next scheduled appointments, of whom seven shall be residents of the City, two of whom shall be residents within the City extraterritorial jurisdiction or the City, and one shall a junior or senior student in good standing attending a High School or Legacy Early College High School which school has its Independent School District within the City. After the first year or the next scheduled appointment, the number of Board members shall be reduced from nine regular members plus one student member to seven regular members plus one student member. All members, except the student member, shall have attained the age of eighteen and the student member shall have attained the age of sixteen.

SECTION 4. Ordinance No. 2013-01 as passed, and as amended by Ordinance 2014-04 and this Ordinance shall otherwise remain in full force and effect.

SECTION 5. 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 14th day of March, 2019.

PASSED, APPROVED and ADOPTED on this the 28th day of March, 2019.

Brandt Rydell, Mayor

ATTEST:

Dianna Barker, City Clerk

APPROVED AS TO FORM:

Ted Hejl, City Attorney

ORDINANCE 2013-01

AN ORDINANCE OF THE CITY OF TAYLOR, TEXAS, ESTABLISHING A PARKS AND RECREATION ADVISORY BOARD; ESTABLISHING THE PURPOSE, COMPOSITION AND TERM OF THE BOARD; PROVIDING SAVINGS AND REPEALER CLAUSES.

PREAMBLE

WHEREAS, the City Council deems it to be in the best interest of the City that an advisory board be established to advise the City Council on matters pertaining to the City parks and recreational facilities as set forth in this Ordinance; and

WHEREAS, the City Council desires to establish a Parks and Recreation Advisory Board with the purpose, composition of members, and term hereinafter set forth.

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 Parks and Recreation Advisory Board is created by this Ordinance.

SECTION 3. The Parks and Recreation Advisory Board ("Board") shall advise the City Council and Parks and Recreation Director on matters pertaining to the acquisition, development, sound management, maintenance and use of parks and recreation facilities owned or controlled by the City and as directed by the City Council.

SECTION 4. The Board shall consist of twelve members of whom eight shall be residents of the City, three of whom shall be residents within the City extraterritorial jurisdiction or the City, and one shall be a junior or senior student in good standing attending a High School or Legacy Early College High School which school has its Independent School District within the City. All members, except the student member, shall have attained the age of eighteen and the student member shall have attained the age of sixteen.

SECTION 5. The Board members, except the Board student member, may serve a three year term after initial appointment. The Board student member may serve a one year term and each Board student member may serve only one term. Each member serves at the pleasure of the City Council and may be removed at the sole discretion of the City Council.

SECTION 6. Each member of the City Council shall make two initial appointments and the Mayor three initial appointments to the Board. The Board student member shall be appointed by the City Council. The City Council shall establish staggered terms of the Board, except the Board student member, initially appointed so that four members shall serve a term of three years, four members shall serve a term of two years, and three members shall serve a term of one year. The Board student member shall serve a term of one year. After the initial appointments, Board members shall be appointed for terms allowed by this Ordinance. After the initial appointments, Board vacancies, except Board student vacancies, shall be filled so that each Council member shall continue making two appointments and the Mayor three appointments. For example, if a Board member initially appointed by the Council member of District 1 vacates the Board, the Council member of District 1 at the time the vacancy occurs shall make the appointment to fill the vacancy. The Council shall keep a record of appointments tracking vacancies according to the initial appointments thereby allowing respective District members and Mayor to make the same number of successive appointments.

SECTION 7. The Board shall conduct its business according to the Open Meetings Act under the Texas Government Code. The Board student member shall not be required for a quorum and shall be a nonvoting member of the Board. A quorum of members shall be required to conduct a meeting. Meetings shall be held no less than quarter annually and at the call of the City Council. The Board shall comply with City requirements applicable to the Board not set forth in this Ordinance. The Board may organize with procedures allowing it to efficiently handle Board business which procedures may be altered or removed by the City Council if deemed appropriate or necessary.

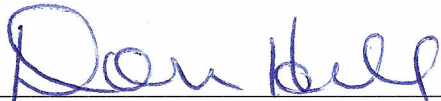
SECTION 8. If any paragraph, sentence, phrase or other portion of this Ordinance should be declared to be unconstitutional by a court of competent jurisdiction, the holding shall not affect the remainder of this Ordinance and all

portions of the Ordinance not held to be invalid shall continue and remain in full force and effect.

SECTION 9. All provisions of any Ordinance of the City of Taylor, Texas, in conflict with the provisions of this Ordinance shall be, and the same are hereby repealed, and all other provisions not in conflict with the provisions of this Ordinance shall remain in full force and effect.

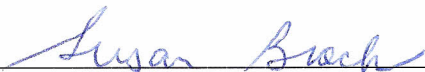
In accordance with Article VIII, Section 1 of the City Charter, this Ordinance was introduced before the City Council of the City of Taylor, Texas, on the 14th day of February, 2013.

PASSED, APPROVED and ADOPTED on this the 28th day of February, 2013.



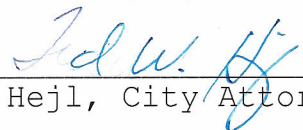
Don Hill,
Mayor

ATTEST:



Susan Brock, City Clerk

APPROVED AS TO FORM:



Ted W. Hejl, City Attorney

CERTIFICATE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

I, Susan Brock, being the current City Clerk of the City of Taylor, Texas, do hereby certify that the attached is a true and correct copy of Ordinance No. 2013-01, passed and approved by the City Council of the City of Taylor, Texas, on the 28th day of February, 2013, 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 28th day of March, 2013.

Susan Brock
Susan Brock
City Clerk



City Council Meeting March 28, 2019 Transmittal Letter

STRATEGIC PILLAR

- ☐ Streets/Infrastructure
- ☒ Quality of Life
- ☒ Economic Vitality

Agenda Item #: 15

Agenda Title: **Consider Ordinance No. 2019-13 amending Ordinance 98-28, changing the number of board members on the Main Street Advisory Board to 7, and changing specific professional positions to ‘preferred’ professional positions.**

Council Action to be taken: Consider Ordinance

Department Submitted: City Management

Staff Contact: Dianna Barker, City Clerk

1. PURPOSE/DESCRIPTION

The purpose of this ordinance is to consider changing the number of Main Street Advisory Board members from 11 members to 7 total members and to change specific professional positions to ‘preferred’ professional positions.

2. STAFF ANALYSIS (How and Why)

At the February 28, 2019 City Council meeting, Council requested staff to research the process of reducing the total number of Main Street Advisory Board members from 11 members down to 7 members. At that meeting there were five seats expiring but only one of those members expressed an interest in being reappointed. The other four members did not want to serve again. City Council did not appoint any member to those remaining four seats and requested an ordinance be drafted to amend Ordinance No. 98-28 reducing the number of board members from 11 to 7.

Council also requested that wording be added or changed to Section 3, Board Composition, to reflect that professional positions on the board be ‘preferred’ professional positions instead of required professional positions.

The Main Street Advisory Board was created by Ordinance 98-28. Since the number of members is stipulated in the ordinance, it must be changed by ordinance. Attached is a draft Ordinance that reflects these changes.

3. RECOMMENDATION

Consider Ordinance No. 2019-13 as presented or with Council changes.

4. FUNDING SOURCE

N/A

5. TIMELINE

Draft Ordinance introduced March 14, 2019 and adopted on March 28, 2019.

6. PRIOR COUNCIL ACTIONS TAKEN

N/A

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

Do not amend Ordinance 2013-01.

8. ATTACHMENTS

15a [Draft Ordinance 2019-13](#)

15b [Ordinance 98-28](#)

ORDINANCE NO. 2019-13

AN ORDINANCE OF THE CITY OF TAYLOR, TEXAS, AMENDING ORDINANCE 98-28 ESTABLISHING THE PURPOSE, COMPOSITION AND TERM OF THE MAIN STREET ADVISORY BOARD BY REDUCING THE NUMBER OF BOARD MEMBERS FROM ELEVEN TO SEVEN; AND BY PROVIDING LANGUAGE FOR SPECIFIC PROFESSIONAL POSITIONS; PROVIDING A SAVINGS CLAUSE.

WHEREAS, the City Council seeks to create a more manageable Main Street Advisory Board; and

WHEREAS, the City Council desires to reduce the number of Board members on the Main Street Advisory Board from eleven members to seven members; and

WHEREAS the City Council deems it is in the best interest of the City that Ordinance 98-28 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. Section 1 of Ordinance 98-28 is hereby amended to read in its entirety as follows:

Creation of Board. There is hereby created a Main Street Advisory Board. The Board shall consist of seven (7) members. The members thereof shall be appointed by the City Council.

SECTION 3. Section 3 of Ordinance 98-28 is hereby amended to read in its entirety as follows:

Composition of Board. It is preferred that the Main Street Advisory Board include at least one representative from each of the following:

*Architect
Attorney
Certified Public Accountant
Owner of real property in the city limits
Business owner in the downtown project area*

The fact that one or more representatives from the five fields of expertise may not at any given point be a member of the Main Street Advisory Board, for

whatever reason or reasons, shall not affect the validity of any decision or act of the Board.

SECTION 4. Ordinance No. 98-28 as passed, and as amended by this Ordinance shall otherwise remain in full force and effect.

SECTION 5. 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 14th day of March, 2019.

PASSED, APPROVED and ADOPTED on this the 28th day of March, 2019.

Brant Rydell, Mayor

ATTEST:

Dianna Barker, City Clerk

APPROVED AS TO FORM:

Ted Hejl, City Attorney

ORDINANCE NO. 98-28

AN ORDINANCE CREATING AND ESTABLISHING A MAIN STREET ADVISORY BOARD; REPEALING ORDINANCE DATED AUGUST 23, 1983 ESTABLISHING A MAIN STREET PROJECT COMMITTEE; PROVIDING FOR THE TERM OF OFFICE AND COMPOSITION OF SUCH BOARD; ESTABLISHING GUIDELINES FOR THE OPERATION OF SUCH BOARD; PROVIDING THE POWERS AND DUTIES OF SUCH BOARD; AND PROVIDING A SAVINGS CLAUSE.

BE IT ORDAINED BY THE CITY OF TAYLOR:

SECTION 1. Creation of Board. There is hereby created a Main Street Advisory Board. The Board shall consist of eleven (11) members. The members thereof shall be appointed by the City Commission.

SECTION 2. Terms of Appointment. The members of the Main Street Advisory Board shall serve terms of three (3) years each. In order to provide for staggered terms of its members, the City Commission shall initially appoint members for varying terms. Four (4) of the initial members appointed by the Commission shall be appointed to a one-year term, four (4) members shall be appointed to a two-year term, and three (3) shall be appointed for a full three-year term.

SECTION 3. Composition of Board. The Main Street Advisory Board shall include at least one representative from each of the following:

Architect
Attorney
Certified public accountant
Owner of real property in the City limits
Business owner in the downtown project area.

The fact that one or more representatives from the five fields of expertise may not at any given point be a member of the Main Street Advisory Board, for whatever reason or reasons, shall not affect the validity of any decision or act of the Board.

SECTION 4. Ex-Officio Members. In addition to the eleven members appointed by the City Commission, the following persons shall sit on the Main Street Advisory Board as ex-officio members:

City Manager, City of Taylor
Main Street Manager, City of Taylor
Central Texas RC&D Director
Taylor Chamber of Commerce Executive Director
Taylor Economic Development Corp. Director

Ex-officio members do not have voting powers, but will assist the Main Street Advisory Board in its various functions.

SECTION 5. Vacancies. Vacancies occurring in the Main Street Advisory Board shall be filled by the City Commission to complete the unexpired term of the member in whose position the vacancy is created.

SECTION 6. Continuation in Office. In the event of a vacancy or the expiration of a term, the member then holding office shall continue as a member until his or her successor is appointed by the City Commission. Continued absence of any member from regular meetings of the Board shall, at the discretion of the City Commission, render any such member liable to immediate removal from office.

SECTION 7. Meetings, Quorum, Rules and Regulations. The Main Street Advisory Board shall meet, with advance notice posted according to the Texas Open Meetings Law, as often as necessary to conduct the business of the board or upon call by the board chairman or

City Manager or upon petition of a simple majority of board members. Six members present shall constitute a quorum for the transaction of business and all issues shall be decided by a majority of its members present and voting. The board shall adopt appropriate rules and regulations for the conduct of its business and the election of a chairman, vice-chairman, secretary and other offices. The minutes of each meeting shall be filed in the office of the City Clerk.

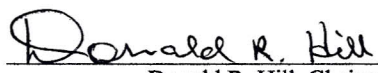
SECTION 8. Powers and Duties. The powers and duties of the Main Street Advisory Board shall include the following:

1. To define the geographic boundaries of the Main Street Project District.
2. To enter into agreements with the financial institutions of Taylor for the creation and administration of a low interest low program to benefit the Main Street Project.
3. To review, advice and make recommendations to the City Commission concerning needed planning and zoning considerations to support the Main Street Project.
4. To review, advise and make recommendations to the City Building Inspection Department concerning any alterations to the exterior of any buildings in the Main Street Project District.
5. To work with the Main Street Manager, the City Manager and the City Commission to develop and maintain a healthy, vital downtown Taylor, emphasizing four major areas:
 - a. Organization: To organize the downtown into a strong, cohesive unit that works together and speaks for the betterment of the area.
 - b. Design: To encourage appropriate, high-quality design in the maintenance, renovation and re-use of downtown buildings.
 - c. Unified Promotion: To sponsor events, and to advertise and promote a positive, unified image of downtown Taylor.
 - d. Economic Restructuring: To aim for full use and occupancy of downtown. To adapt buildings to new uses and utilize tax incentives for building rehabilitation.

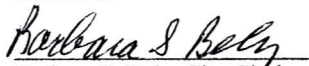
SECTION 9. Savings Clause. If any word, phrase, paragraph, or section of this Ordinance to be held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to be unconstitutional, illegal or invalid.

SECTION 10. Repealing Ordinance. That an Ordinance dated August 23, 1983 establishing a Main Street Project Committee is hereby repealed in its entirety.

INTRODUCED, PASSED, APPROVED and ADOPTED on first reading this the 24th day of November, 1998.


Donald R. Hill, Chairman
Board of Commissioners

ATTEST:


Barbara S. Belz, City Clerk

PASSED, APPROVED and ADOPTED on second reading this the 14 day of December, 1998.

Donald R. Hill
Donald R. Hill, Chairman
Board of Commissioners

ATTEST:

Barbara S. Belz
Barbara S. Belz, City Clerk

PASSED, APPROVED and ADOPTED on third and final reading this the 22 day of December, 1998.

Donald R. Hill
Donald R. Hill, Chairman
Board of Commissioners

ATTEST:

Barbara S. Belz
Barbara S. Belz, City Clerk



City Council Meeting March 28, 2019 Transmittal Letter

STRATEGIC PILLAR

- ☐ Streets/Infrastructure
- ☒ Quality of Life
- ☐ Economic Vitality

Agenda Item #: 16

Agenda Title: **Consider amending the Boards & Commission Handbook to include a provision for appointing Officers within each Board and a provision for providing City Council with excusable absences of members.**

Council Action to be taken: Consider amending Handbook

Department Submitted: City Management

Staff Contact: Dianna Barker, City Clerk

1. PURPOSE/DESCRIPTION

The purpose of this agenda item is to consider amending the Boards & Commission Handbook to include a provision for appointing the Chair, Vice-Chair, and Secretary of each Board, and to add language that requires Board Chairmen to provide a reason to Council on excused absences of members.

2. STAFF ANALYSIS (How and Why)

- At the February 28th City Council meeting, Council requested staff research the process and/or legality of rotating Chairpersons on each Board so that no one person holds that position for many years.

The ZBA is the only Board whose establishing ordinance defines that “...*the Chairman may only serve 1 year or until his/her successor is selected.*”

The amended Handbook attached reflects a suggested provision for allowing a routine rotation of the Chairman of each Board.

- Council also requested staff research whether the Chairman from each board makes the determination of whether a members’ absence is excused or not excused, or if that determination rests with the Council.

None of the establishing ordinances for any of the Boards gives authority to the Chairman to determine an excused or unexcused absence. The only document that does give the Chairman that authority is the B&C Handbook.

Based on Council’s discussion at the last meeting, the consensus was to leave the initial determination with the Chairman but require the Chairman of each

Board to forward to the Council their opinion for considering a members absence as excused. The final determination will lie with the City Council. The amended Handbook attached reflects that addition.

3. RECOMMENDATION

Accept amendments to B&C Handbook as presented or with Council changes.

4. FUNDING SOURCE

N/A

5. TIMELINE

N/A

6. PRIOR COUNCIL ACTIONS TAKEN

Handbook was amended February 14, 2019, adding Public Arts Advisory Board and changing application due date from 72 hours prior to appointments to 10 business days.

7. OTHER OPTIONS (In order of preference)

Do not amend Handbook.

8. ATTACHMENTS

16a [Amended B&C Handbook](#)



BOARDS AND COMMISSIONS HANDBOOK

Revised February 2019



Welcome!

On behalf of the City Council I would like to thank you for your willingness to serve the City as an appointed member of a board or commission. Your commitment of time and talent is a very important contribution to our community.

The work performed by citizens who serve as volunteers on these boards and commissions is a vital part of our city government. Board and commission members assist the City Council in setting public policy, implementing public policy and in communicating that policy to the community as a whole.

In recognition of the important civic commitment members of boards and commissions have made, this orientation handbook has been prepared to assist new members in performing their duties.

It is our hope that your service to the City of Taylor will be both rewarding and fulfilling. Again, thank you for your willingness to serve.

**Mayor
Taylor City Council**

TABLE OF CONTENTS

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE</u>
1	DEFINITIONS AND LEGAL LIABILITY	
	1.1 Boards and Commissions Defined	1
	1.2 Definition of Terms	1
	1.3 Advisory Boards & Commissions	2
	1.4 Decision-making Boards and Commissions	2
	1.5 Separate Legal Entities	3
	1.6 Legal Liability	3
2	APPOINTMENT PROCESS	
	2.1 How Public Officials are Appointed	4
	2.2 Notice of Appointment	4
	2.3 Eligibility and Qualifications	4
	2.4 Oath of Office	5
3	RESPONSIBILITIES OF PUBLIC OFFICIALS	
	3.0 Open Government Training	5
	3.1 Texas Open Meetings Act	5
	3.1.1 Closed Meetings	5
	3.1.2 Penalties	6
	3.2 Robert's Rules of Order	6
	3.3 Agendas	6
	3.4 Role of the Chairman	6
	3.5 Quorum	7
	3.6 Public Hearings	7
	3.7 Minutes	7
	3.8 Texas Public Information Act	7
	3.8.1 Penalties	8
	3.9 Meeting Attendance	8
	3.9.1 Voting by Proxy Prohibited	8
	3.10 City Staff Support	9
	3.11 Reports to the City Council	9
4	ETHICS POLICY	9

APPENDIX

<u>APPENDIX</u>	TITLE	PAGE
A	Application for City Boards and Commissions	A-1
B	Oath of Office	B-1
C	Ethics Policy: Ordinance No. 99-17	C-1

CHAPTER 1: DEFINITIONS AND LEGAL

LIABILITY 1.1 Boards and Commissions Defined

The work performed by citizens serving on boards and commissions is a vital part of the work of the city of Taylor government. Taylor has two types of boards and commissions: ADVISORY and DECISION-MAKING. Additionally, there are boards whose membership is appointed by the City Council but are separate entities. Appendix A provides a general description of each type of board and commission.

1.2 Definitions of Terms

AGENDA is required of a meeting of a city governmental body. An agenda stating the date, hour, place, and subject of each meeting must be posted at City Hall for at least seventy-two (72) hours preceding the scheduled time of the meeting. Only those matters posted on the agenda can be discussed and acted on by the governmental body.

BOARD means a board or commission:

- which is established by city ordinance, city charter, interlocal contract, or state law;
- which serves as the board of a non-profit development corporation that acts as an instrumentality of the city; and
- any part of whose membership is appointed by the City Council, but does not include a board or commission which is the governing body of a separate political subdivision of the state.

CITY COUNCIL means the legislative and governing body of the City of Taylor consisting of five members who are elected by the citizens of Taylor for three year terms. Both the Mayor and Mayor Pro Tem are elected by the council members themselves and these terms are for one year.

CITY means the City of Taylor, Texas.

DELIBERATION means a verbal exchange during a meeting between a quorum of a governmental body, or between a quorum of a governmental body and another person, concerning an issue within the jurisdiction of the governmental body or any public business.

MEETING means a deliberation between a quorum of a governmental body, or between a quorum of a governmental body and another person, during which public business or public policy over which the governmental body has supervision or control is discussed or considered or during which the governmental body takes formal action. A social or informal event where council members attend is not considered a meeting.

MINUTES of every called meeting are required to be prepared, approved, and signed by the Chairman and attested to by the Secretary. The minutes become part of the City's permanent records.

OFFICER means the legislative and governing body of the city of Taylor consisting of the five council members including the Mayor and Mayor Pro Tem

PUBLIC OFFICIAL means any person who is appointed to a board or commission by the City Council.

1.3 Advisory Boards and Commissions

Advisory boards and commissions advise the City Council on public policy and play a very important role in city government by providing the Council with creative ideas, feedback from the community, and by serving as a sounding board for proposed public policy. It is important to remember that the role of advisory boards is not to set public policy but to advise the City Council.

ADVISORY BOARDS AND COMMISSIONS

Name	Members	Term (Yrs.)
Airport Board	7	3
Animal Control and Shelter Advisory Board	9	
Library Board	7	3
Main Street Advisory Board	11	3
Moody Museum Board	11	3
Parks & Recreation	11+1 student	3
Public Arts Advisory Board	7	3
Tree Advisory Board	7	3

1.4 Decision-making Boards and Commissions

Decision-making boards and commissions are "quasi-judicial" and are governed by state law. Decision-making boards set or enforce public policy and are potentially subject to review by the courts. Members serving on decision-making boards should take an oath of office and are subject to the Texas Open Meetings Act and the Texas Public Information Act.

DECISION-MAKING BOARDS AND COMMISSIONS

Name	Members	Term (Yrs.)
Building & Standards Commission	5	2
Planning & Zoning Commission	9	3
Zoning Board of Adjustments	5	2

1.5 Separate Legal Entities

There are three boards serving the City of Taylor that are separate entities, corporations, or political bodies, even though the City Council may appoint the members to these boards. They are usually established under the provisions of a state statute which sets forth the functions, duties, responsibilities, and limitations of the corporation or political body.

The boards that are separate entities from the City of Taylor, but whose members are appointed by the City Council or the Mayor are:

SEPARATE LEGAL ENTITIES

Name	Members	Term (Yrs.)
Taylor Economic Development Corp.	5	3
Taylor Housing Authority	5	2
Civil Service Commission	3	3

The members appointed to these boards oversee the operation of an organization as a Board of Directors would a corporation. The City of Taylor has no authority over the members except for their appointment and budget review; and, therefore, the city has no liability for their actions. Board members will find that the organization to which they have been appointed will provide much of the information needed. The state statute establishing the organization, the articles of incorporation and the bylaws of the organization will provide a great deal of information.

1.6 Legal Liability

It is important to understand that the actions of members of the various city boards can subject the city to liability and subject the board members to personal liability. Therefore, board members are strongly encouraged to consult with the city attorney anytime they feel their actions, while serving on such board, may have some legal consequences. The law in this area is quite complex and requires a thorough analysis of the law and facts pertaining to each particular situation.

As a general rule, quasi-judicial public officials cannot be held personally liable for erroneous acts while honestly exercising the judicial or quasi-judicial functions of their office. The board members who render decisions are considered quasi-judicial public officials. The problem with stating such a general rule as a proposition of law is that there will always be exceptions to the general rule. For example, if a court finds that a quasi-judicial public official performs certain functions in excess of his/her authority and such functions were not performed under a good faith assumption that the officer had the authority to act, then the public official will subject himself/herself to personal civil liability. If a person is damaged by the excessive acts of a quasi-judicial public official, then that public official will have to pay damages to the person harmed. The aggrieved person can also seek other remedies such as an injunction compelling the public official to perform or refrain from performing a particular act.

Officers of the city can also subject themselves, as well as the city, to liability if they perform their functions in a manner that denies an individual any right that is secured to that individual by the constitution or a statute. An example of how this type of liability could arise is if an officer illegally discriminates against an individual. A city and its officers, as a governmental entity, must treat all individuals or groups equally. Therefore, officers of the city should treat all individuals and groups in the same manner. If an officer illegally discriminates against an individual or group, that individual or group can seek monetary damages from the city and the individual officer for a violation of his rights under the state and federal civil rights statutes.

When members of boards are acting in good faith and within the bounds allowed by the city ordinances and procedures and the state and federal law, the city will provide a defense for such members to the greatest extent permissible. However, if a board or commission member violates a criminal law while serving in his/her official capacity, the city generally will not provide that member a defense. The reason for this is that if a criminal law was violated, the board member was probably acting outside the bounds of his authority.

The above discussion is by no means intended to be a comprehensive and complete discussion of legal liabilities to which the city or the board member may be subjected. You are reminded that the city attorney is available to the city boards and should be consulted on such questions.

CHAPTER 2: APPOINTMENT PROCESS

2.1 How Public Officials are Appointed

The City Council (and/or Mayor) is responsible for appointments to all of Taylor's boards. Citizens interested in being appointed are urged to obtain an application form (see Appendix A) from the city clerk's office at city hall or on the City's Web page: www.taylortx.gov. Applications must be received at least 10 business days prior to the council meeting scheduled with the appointment on the agenda.

2.1a Election of Officers

The Officers of each board shall be a Chairman, a Vice Chairman, and a Secretary and such other officers as are from time to time required. Each Board shall elect its own Officers annually from among its members. No Chairman shall serve more than _____ consecutive years. A Chairman who has served _____ consecutive years may be reelected as the Chairman after a lapse of _____ years.

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2.2 Notice of Appointment

The city clerk will notify the City Council prior to the expiration of board terms. Appointments will be placed on a City Council agenda for Council action. After the City Council appoints a person to serve as a member of a board, the city clerk will notify the appointee, in writing of the appointment and furnish new members with a copy of this Boards and Commissions Handbook.

2.3 Eligibility and Qualifications

The City Council strives to appoint the most qualified citizens to serve on boards. Appointments, in most cases, will be made from applications on file with the city clerk. The qualifications required to serve on a particular board are determined by Taylor City ordinance. Many of the boards do not have specific eligibility requirements beyond voting, residency, leaving the membership qualifications

to the discretion of the City Council. City of Taylor voting residency requirements do not apply to the Moody Museum Board, Library Board, Main Street Advisory Board, Airport Board, or the Taylor Economic Development Commission (April, 2005).

Appointments to boards having eligibility requirements must be made in accordance with the governing city ordinance. Board members must continue to meet the eligibility requirements during the entire time they serve on the board.

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2.4 Oath of Office

An oath of office (Appendix B) will be administered to all members of decision-making boards. The oath of office can be administered by the city clerk or a notary public for the state of Texas. The necessary forms are available in the city clerk's office.

CHAPTER 3: RESPONSIBILITIES OF PUBLIC OFFICIALS

3.0 Open Government Training

Effective January 1, 2006, elected and appointed officials are required by state law to receive training in Texas open government laws. The Office of the Attorney General offers free video training courses to attend in person or online by visiting their website at <https://www.texasattorneygeneral.gov/faq/og-open-government-training-information> . You may check with the City Clerk for additional options. All newly appointed municipal board members must complete the Open Meetings portion of the training within ninety (90) days of their appointment. The Certificate of Completion must be kept on file with the City Clerk for five (5) years.

3.1 Texas Open Meetings Act

The Texas Open Meetings Act is codified in the Texas Government Code section 551.001. This article generally requires that meetings of a governmental body be open to the public and enumerates some exceptions to the requirement. The Act also requires that the public be given notice of the time, place, and subject matter of meetings of governmental bodies. The Texas Open Meetings Act prohibits the use of secret ballots in meetings of governmental bodies.

3.1.1 Closed Meetings

The Taylor City Council, the Taylor Economic Development Corporation and the Taylor Housing Authority are the only city boards authorized under law to conduct closed meetings.

The Texas Open Meetings Act does allow for closed meetings on a few limited subjects. Closed meetings are only allowed for discussion of items that include pending litigation, certain personnel matters, receiving a gift or donation, to discuss deployment or implementation of security personnel or devices, and the lease or acquisition of real estate.

Before a closed meeting can be held, notice of the meeting identifying the sections of the Texas Open Meetings Act authorizing the closed meeting must be posted 72-hours in advance of the meeting. A quorum of the governmental body must convene in an open meeting and the presiding officer publicly announces that a closed meeting will be held and identifies the sections of the Texas Open Meetings Act authorizing the closed meeting. No final action, decision, or vote can be made in a closed meeting. All final actions, decisions and votes must be made in an open meeting.

Further, the governmental body is required to keep a certified agenda of the matters discussed in the closed meeting and a record of any further action taken. The presiding officer must include an announcement at the beginning and end of the closed meeting indicating the time and place that the meeting started and ended, and must certify by his/her signature that the agenda is a true and correct record of the proceedings. It is a misdemeanor offense for any individual to make public such certified agenda unless directed by a court order. The certified agenda must be preserved in a safe and secure place for a minimum of two (2) years. The city clerk or city attorney are available to answer questions pertaining to agendas, minutes, or any other questions that may arise regarding the Texas Open Meetings Act.

3.1.2 Penalties

A fine of not less than \$100.00 nor more than \$500.00 or imprisonment in the county jail for not less than one (1) month nor more than six (6) months, or both fine and imprisonment, can be imposed for violating the provisions of the Texas Open Meetings Act or conspiring to circumvent the provisions of the Texas Open Meetings Act by meeting in numbers less than a quorum for the purposes of secret deliberations.

3.2 Robert's Rules of Order

Meetings are generally conducted under standard parliamentary rules as outlined in Robert's Rules of Order.

3.3 Agendas

City boards and commissions are expected to abide by the Texas Open Meetings Act and their agendas are properly posted on the city hall bulletin board at least seventy-two (72) hours preceding the scheduled time of the meeting. Only those matters posted on an agenda can be discussed and acted upon by the governmental body.

At the time of posting, copies of the agenda must be given to all members of the boards or commissions pertaining to the meeting being posted. If non-members attend the meeting, they should also be provided with an agenda. The agenda should be prepared (under the direction of the board chairman) by the board secretary, who is usually the ex-officio department head or staff person to the board.

Generally, the order of business on the agenda is: declaring a quorum, the reading, correcting and passing of the minutes from the last meeting, specific information listed for each agenda item to inform the public of the item being discussed. A general listing such as "Committee Reports" is not allowed. Items to be discussed must be specific.

3.4 Role of the Chairman

The role of the board chairman is to provide leadership to the group. He/she has certain duties and responsibilities which must be performed:

1. Insure that the meeting is conducted in accordance with established rules; and

2. ~~M~~aintain order and bring the group to a conclusion on the matters before

it. 3.5 Quorum

A quorum is the minimum number of members needed to officially conduct business. The quorum is generally established by the ordinance, resolution, or other document which establishes the board. Where no statement on the quorum number exists the quorum is the majority of the members. If no quorum exists, the meeting should be canceled and rescheduled.

3.6 Public Hearings

Public hearings are open forums that allow the public an opportunity to express their opinion on a specific issue related to the City of Taylor. Public hearings are generally conducted in the following manner:

1. The chairman of the board formally opens the public hearing.
2. After hearing all citizens who wish to comment on the issue, the chairman formally closes the public hearing.
3. Members of the board may ask questions directed to the citizen speaking during the public hearing. After the public hearing is closed, members of the public may speak ONLY in answer to a question directed to them by a member of the board.
4. If a public hearing draws a large number of interested citizens, a time limit for individual speakers may be set by the chairman before the public hearing opens, typically 3 or 4 minutes.
5. The chairman may use his/her judgment about how strictly this format is followed.

3.7 Minutes

Minutes of a decision-making board are required to be prepared, approved, signed and retained permanently in a safe and secure place. The minutes of decision-making boards MUST be signed by the chairman and attested to by the secretary or other member of the board once the minutes are approved by a majority of the members in a called meeting. The minutes become a part of the city's permanent records.

3.8 Texas Public Information Act

The Texas Public Information Act (formerly known as Texas Open Records Act) is codified in the Texas Government Code section 552.001. It declares the basis for the policy of open government expressed in the Public Information Act. It finds that basis in "the American constitutional form of representative government" and "the principle that government is the servant and not the master of the people." The Texas Public Information Act applies to virtually all local and state governmental bodies, private entities that are supported by or that expend public funds and/or information held by private entities in the constructive possession of governmental bodies.

All information held by a governmental body must be released unless the information falls within one of the acts specifying exceptions to disclosure. Virtually all information in the physical possession of a governmental body is subject to the act.

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A written request for information that is received from a citizen by a public official under the Texas Public Information Act, should immediately file the written request with the City Clerk. The City Clerk will forward the open records request to the City Attorney for review. Upon direction from the City Attorney, the City Clerk will either produce the requested public information or forward a letter to the requestor stating the reasons why the information cannot be produced.

If the City Clerk cannot produce public information for inspection or duplication within ten (10) business days after the date the information is requested, the City Clerk is required to "certify that fact in writing to the requestor and set a date and hour within a reasonable time when the information will be available for inspection or duplication" and, if necessary, request an opinion from the Attorney General.

3.8.1 Penalties

A fine of not less than twenty-five (\$25.00) dollars or more than four thousand (\$4,000) dollars or confinement in the county jail for not less than three (3) days or more than three (3) months, or both fine and confinement, can be imposed for violating the provisions of the Texas Public Information Act.

3.9 Meeting Attendance

A public official ~~that has a scheduled regular monthly or semi-monthly meeting shall~~ be expected to maintain a suitable attendance record. It is important to keep in mind that your attendance is very important to the board you are serving on and that the City Council appointed you for your expertise. Because your attendance is important, the City Council has adopted the following attendance policy:

Commented [DB1]: This is being removed because 4 of the boards have an ordinance that states the board will meet 'as needed'.

1. If a member is absent from more than twenty-five (25%) percent of the duly called meetings in any period of twelve (12) consecutive months or absent from more than two duly called meetings in any period of twelve consecutive months, whichever is greater, for any reason, other than a ~~medical reason or a~~ reason acceptable to the Chairman of that Board, which prevents the public officials' attendance, the member shall be disqualified and automatically removed from serving as a board member.

The term "duly called meetings" includes all meetings of the board and all meetings of subcommittees of the board on which the public official serves. The secretary of the board is responsible for maintaining records of the public officials' meeting attendance. The board secretary shall provide the City Council, through the City Clerk's office, with ~~an quarterlyannual~~ attendance record, as well as copies of the minutes from each meeting held ~~within that quarter~~.

Commented [DB2]: This was changed to 'Annual' since the Council appoints expiring term seats annually.

The Chairman of each Board, upon request by the Board's staff liaison or the City Clerk, shall forward to the liaison or City Clerk his/her opinion or reason for determining a member's absence as excused. Final determination lies with the City Council.

3.9.1 Voting by Proxy

Proxy voting is automatically prohibited in organizations that have adopted Robert's Rules of Order or The Standard Code of Parliamentary Procedure.

3.10 City Staff Support

Each public official is encouraged to communicate openly with the city management staff. Suggestions, opportunities and constructive criticism are necessary for a proper relationship with management. However, each public official is strongly encouraged to communicate with the appropriate department head assigned to that board. Contact with operational type people or individuals below the department head level is discouraged. The community development director working with the planning and zoning members and the library director working with the library board, are examples of appropriate relationships.

3.11 Reports to the City Council

The City Council is highly dependent on each board member to make recommendations and offer possible solutions to city projects and opportunities. All members are encouraged to communicate the position of the total or majority of the group. Such communication or recommendations should be in a formal or written form from the entire board. Of course, each public official may from time-to-time want to visit informally with a member of the City Council. This one-on-one informal communication is necessary, but, to protect the integrity of the organization, the complete City Council should be addressed in terms of the majority of the members of the board.

CHAPTER 4. CODE OF

ETHICS 4.1 Ordinance No. 99-17

The City Council adopted a Code of Ethics (Ordinance No. 99-17) for council members and all members of boards and commissions appointed by the City Council.

A copy is included in Appendix C.

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City of Taylor

Boards and Committee Application

PLEASE TYPE OR PRINT CLEARLY:

Name _____

Address (Residence and Mailing)

How long at this residence? _____

Phone (Home) _____

Cell Phone _____

Fax _____

Email _____

Occupation _____

Employer _____

Address _____

Work Phone _____

Business owner? ☐ Yes ☐ No

Additional information? _____

List the Board or Commission you are applying for. A person may not be appointed by the City Council to serve on more than one board or commission simultaneously. (Does not apply to the Comprehensive Plan Implementation Committee.) If more than one, please list in order of priority for which you wish to be considered.) :

Please consider attending a committee meeting of interest to you prior to submitting your application. Check the website at <http://www.taylortx.gov> for a complete roster of committee appointees.

List experience, training, skills or interests which you believe you could bring to this position. (Attach resume or additional pages if needed.)

APPLICANTS FOR ZONING BOARD OF ADJUSTMENTS, PLANNING AND ZONING, BUILDING AND STANDARDS COMMISSION, AND PARKS AND RECREATION BOARD MUST BE A LEGAL RESIDENT OF THE UNITED STATES AND A VOTING RESIDENT WHO LIVES AND RESIDES* IN THE CITY OF TAYLOR.
(*Effective 12/16/08. Residency requirement does not apply to the Moody Museum Board, Library Board, Main Street Advisory Board, Airport Board, or the TEDC. Change in residency status during term can result in termination of appointment.)

I hereby swear and affirm that the information provided above is true and correct

Signature _____

Date _____

Airport Board meets the fourth Tuesday at 5:30 pm each month and makes recommendations about the operations of the municipal airport and helps ensure that the airport meets the needs of the City and the air industry.

Animal Control Appeals Board and Shelter Advisory Committee meets three times a year and consists of a licensed veterinarian, a county or city official, a representative from an animal welfare organization, and an animal control shelter staff person.

Building & Standards Commission meets as needed to provide final interpretations concerning alleged violations of ordinances by upholding or overturning decisions made by the building officials. Members must be knowledgeable with the building, plumbing, mechanical, electrical and fire codes adopted by the city.

Civil Service Commission is a three member board appointed by the City Manager to adopt rules regarding hiring and promotional processes, the disciplinary process, maintenance of personnel files, and other subjects as defined by Civil Service Law.

Library Advisory Board meets the second Tuesday each month at 6pm and makes recommendations to the City Council regarding library operations and to help ensure that the Library meets the needs of the City.

Main Street Advisory Board meets the third Wednesday each month to carry out an annual action plan for implementation of a downtown revitalization program focused on: design/historic preservation, promotion, organization/management, and economic restructuring/development.

Moody Museum Advisory Board meets on the third Tuesday at 5:30 pm every other month and makes recommendations regarding the operation of the Moody Museum.

Parks and Recreation meets the third Wednesday at 6 pm to make recommendations to the City Council regarding sports and recreational programs, and facilities and helps ensure that they meet present and future needs.

Planning & Zoning Commission meets the second Tuesday at 6 pm and makes decisions regarding platting or replatting of land into subdivisions within the corporate limits and within the extraterritorial jurisdiction of the City and makes recommendations to the City Council regarding the regulations of the use of land, location of buildings, and the locations of businesses, in respect to their environments.

Public Arts Advisory Board meets as often as necessary and whose purpose is to promote the acquisition by the City of works of art in public places and to raise awareness, interest and funding for art in public places. Members serve 3 year terms.

Taylor Economic Development Corporation (TEDC) meets at 5:00 pm once a month (usually the third Wednesday) and promotes, assists, and enhances economic development activities for the City.

Taylor Housing Authority meets one Thursday afternoon a month and establishes policy and reviews operations of subsidized housing in Taylor.

Tree Advisory Committee meets quarterly on Tuesday at 6 pm to discuss beautification of the city through the planting and maintenance of trees and assist staff with the annual Arbor Day event.

Zoning Board of Adjustments meets on the first Tuesday of the month at 6 pm (or as needed) to hear and decide special exceptions to the zoning ordinance and rules on appeals. This board is autonomous.

Applications are public information. Incumbents whose terms expire are automatically considered for reappointment unless they indicate non-interest. Applications are kept on file for two (2) years from date of application.

Please complete and return to:

City Clerk, City of Taylor, 400 Porter St., Taylor, Texas 76574
(512) 352-3676 or (Fax) (512) 352-8255 or email
Dianna.Barker@taylortx.gov

- APPENDIX B -

OATH OF OFFICE

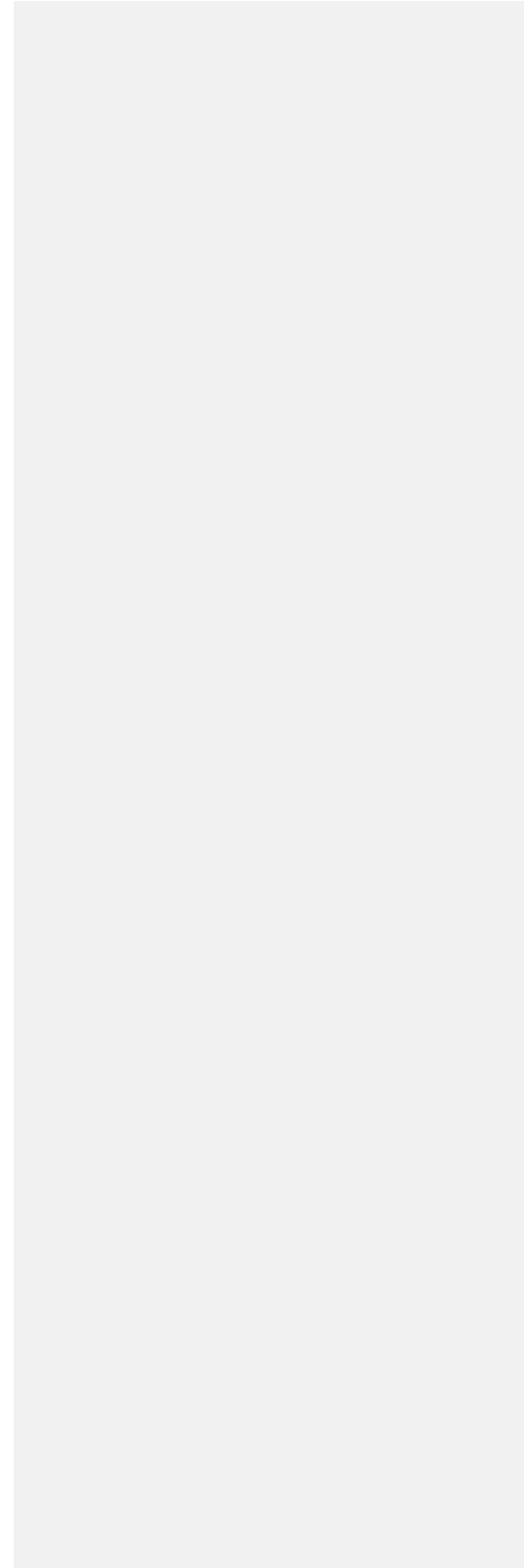
I, _____ do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment as a reward to secure my appointment or confirmation thereof, and that I will faithfully execute the duties of the office of _____ of the City of Taylor, of the state of Texas, and will to the best of my ability, preserve, protect and defend the constitution and laws of the United States and of this State, so help me God.

Affiant's Signature

SWORN TO and subscribed before me by affiant on this the _____ day of _____, 2019.

Notary Public Signature

APPENDIX C
Add Ord 99-17





***City Council Meeting
March 28, 2019
Transmittal Letter***

STRATEGIC PILLAR

- ☐ Streets/Infrastructure
- ☒ Quality of Life
- ☐ Economic Vitality

Agenda Item #: 17

Agenda Title: **Consider Appointments to the TIF Board for the Williamson County Representative seat and the TISD Representative seat and appoint a Chairman.**

Council Action to be taken: Appoint to TIF Board

Department Submitted: City Management

Staff Contact: Dianna Barker, City Clerk

1. PURPOSE/DESCRIPTION

The purpose of this agenda item is to consider Appointing Ed Komandosky as the Williamson County representative and Jennifer Patschke as the TISD representative to the TIF Board, and to appoint a Chairman.

2. STAFF ANALYSIS (How and Why)

1. Per Ordinance 2005-9, the TIF Board is made up of the members of the Main Street Advisory Board plus any members appointed by participating taxing units. A representative for Williamson County and a representative for TISD have historically been appointed to sit on the TIF Board.
 - Ed Komandosky, Williamson County representative, has expressed an interest in serving another term and Commissioner Boles concurs with this reappointment.
 - TISD has selected Jennifer Patschke to represent the school district in place of Bill Mikulencak. Mr. Mikulencak is retiring in June 2019.
2. Ordinance 2005-9 establishing the TIF Board also states that the City Council shall annually appoint a member of the Board to serve as the Chairman. Historically, the Chairman of the Main Street Board has served as the Chairman of the TIF Board.

3. RECOMMENDATION

Reappoint Ed Komandosky as the Williamson County representative, and appoint Jennifer Patschke as the TISD representative to the TIF Board, and appoint the Main Street Board Chairman to serve as the TIF Board Chairman until reappointments are made in 2020.

4. FUNDING SOURCE

N/A

5. TIMELINE

N/A

6. PRIOR COUNCIL ACTIONS TAKEN

This will be Mr. Komandosky's 3rd term and Ms. Patschke's 1st term.

7. OTHER OPTIONS (In order of preference)

Do not reappoint and solicit Williamson County and TISD for other representatives.

8. ATTACHMENTS

17a [Roster](#)

TIF Board				
Willing to be reappointed?	TERM (Yrs)	MEMBER	APPOINTED	EXPIRES
ELIMINATING SEAT	3	Christopher Espinoza 1108 Victoria St. (C) 512-662-2039 esp34@ymail.com	1-2018	1-2021
ELIMINATING SEAT	3	Deborah Parker 4403 Pinehurst (C) 512-966-5850 dparker@cnbanktexas.com	2-2016	1-2019
	3	Shannon Grace 1119 Victoria St (C) 512-587-4460 Shannongrace04@gmail.com	8-2016 (Filled unexpired term)	2-2022
	3	Erwin Stauffer 804 Kirk St (H) 512-365-6453 (C) 512-818-6297 estauffer@austin.rr.com	2-2016	1-2021
ELIMINATING SEAT	3	Carol Bachmayer 1902 Old Coupland Rd (H) 512-365-9617 (C) 512-940-7398 Clb9617@yahoo.com	8-2016	1-2021
	3	Megan Randig 1308 Kimbro (C) 979-229-0488 megan@mezoozah.com	2-2015	1-2021
	3	Sharla Gola 1806 Cypress Cove (C) 512-771-2412 sharla@golarealtors.com	2-2016	1-2021
	3	Stephen Truex 200 W. 2 nd St. (C) 512-567-0845 Sptcobra7@yahoo.com	1-2014	1-2020
	3	Bobby Seiferman 2502 Trailing Vine Way Round Rock, TX 78665 (H)512-238-6506 (C)925-4048 seif@texas.net	1-2012	1-2021
	3	Scott Dean 1725 Lexington (C) 512-713-4543 msdeantex@gmail.com	7-2017 (Filled unexpired term)	1-2020

ELIMINATING SEAT	3	Melody Huber 1610 CR 439 Thorndale, TX 76577 (C) 512-898-2141 melody@hejllawfirm.com	2-2016	1-2019
Williamson County Representative YES	2	Ed Komandosky 2207 Gladnell (H) 512-365-7396 (C) 512-796-4401 Ekomandosky@austin.rr.com	2015, 2017	2019
Taylor Independent School District Representative RETIRING	2	Bill Mikulencak 3101 North Main Street, Suite #104, Taylor, TX 76574 (O) 512-352-6361 Wrmik@taylorisd.org	2015, 2017	2019

Members: At least 5 but no more than 15. Taylor Main Street Advisory Board is appointed to serve as the Board of Directors. However, the City Council reserves the right to also appoint members to the Board of Directors who are not members of the Taylor Main Street Advisory Board.

Duties: make recommendations to the City Council concerning the administration of the Zone.
Zone expires Dec 31, 2030.

Appointed by: City Council

Meetings: As necessary

Liaison: Debbie Charbonneau



***City Council Meeting
March 28, 2019
Transmittal Letter***

STRATEGIC PILLAR

- ☐ Streets/Infrastructure
- ☐ Quality of Life
- ☒ Economic Vitality

Agenda Item #: 18

Agenda Title: **Receive update on Holiday Inn Express hotel project**

Council Action to be taken: Receive update

Department Submitted: City Management

Staff Contact: Jeff Jenkins, Interim City Manager
Nimesh Patel, Developer

1. PURPOSE/DESCRIPTION

The purpose of this item is to provide an update regarding the Holiday Inn Express hotel project. SADYA Capital LLC Developer, Nimesh Patel, will also like to introduce members of his team, Randy Denison, Mike Baker, and Ruta Bhatt. The update will also cover information about the operation of the hotel.

2. STAFF ANALYSIS (How and Why)

Mr. Patel would like to provide an update on the project to keep the City and Council informed.

3. RECOMMENDATION

Staff recommends that the Council received the update.

4. FUNDING SOURCE

N/A

5. TIMELINE

See below for previous actions.

6. PRIOR COUNCIL ACTIONS TAKEN

- **February 11, 2016-** Presentation on a proposed hotel project

- **October 13, 2016** – Introduction of 380 Economic Development Agreement with SADYA Capital LLC for hotel development
- **November 9, 2017** – Construction update and request for Certificate of Occupancy date change from January 2019 to February 29, 2019
- **January 11, 2018** – Construction update and Certificate of Occupancy moved to May 31, 2019.

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

N/A

8. ATTACHMENTS

- 18a [February 11, 2016 TL #10](#)
 18b [October 13, 2016 TL #7](#)
 18c [November 9, 2017 TL #8](#)
 18d [January 11, 2018 TL #11](#)
 18e [March 28, 2019 Power Point update](#)



***City Council Meeting
February 11, 2016
Agenda Item Transmittal***

Agenda Item #: 10
Agenda Title: Receive update on hotel project.
Council Action to be taken: Receive report.
Initiating Department: City Administration
Staff Contact: Isaac D. Turner, City Manager

1. INTRODUCTION/PURPOSE

Mr. Nimesh Patel will be presenting an update on a proposed hotel project.

2. DESCRIPTION/ JUSTIFICATION

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

6. REFERENCE FILES

10a. Presentation will be received at the meeting.



City Council Meeting October 13, 2016 Agenda Item Transmittal

Agenda Item #: 7

Agenda Title: Consider approving a 380 Economic Development Agreement with SADYA Capital LLC for a hotel development.

Council Action to be taken: Approve agreement

Initiating Department: Planning and Development

Staff Contact: Ashley Lumpkin, Development Services Director
Isaac Turner, City Manager

1. INTRODUCTION/PURPOSE

The purpose of this item is to consider approving a 380 economic development agreement with a hotel developer. The company that the City has been negotiating with is SADYA Capital LLC located in Round Rock Texas.

This item is to in lieu of an agreement approved by City Council last year, at a new location and a slightly larger project.

2. DESCRIPTION/ JUSTIFICATION

For a number of years the City searched for a hotel developer. The City commissioned a market study for a hotel. This study revealed significant capacity to support a business class hotel. As part of that effort, the City also included incentives to potential hoteliers in order to construct a business class hotel in our community. In response to the now growing economy, the following larger hotel project is submitted at a more viable location.

The developers, SADYA Capital LLC, negotiated an agreement with the City. The developer indicated they will build a business class, 65-room (or more) hotel with meeting room(s).

The conditions for the Hotel Developer as stipulated in the agreement are:

1. The agreement lists four franchises (Brands) that are acceptable to the City and would be approve as part of this agreement. If SADYA proposes to develop a

- hotel from a franchise that is not on the list, Council approval must be obtained at a subsequent time.
2. At least 65-room hotel, doors facing to the inside of the building,
 3. Contain a meeting room, minimum of 1,100 SF,
 4. Is operated by the developer or their affiliate,
 5. Begin construction by May 1, 2017
 6. Obtain the certificate of occupancy (CO) prior to June 1, 2018.
 7. Pay ad valorem and hotel occupancy taxes respectively, to receive the designated reimbursement benefit.
 8. Maintain minimum assessed property values for the property, such as:
 - a. Assessed values of \$2.7M for years one through four would provide for 100% reimbursement, however
 - i. If the values drop below \$2.7M but remains above \$2.5, the reimbursement is 50% of the original amount.
 - ii. If the value drops below \$2.5M, all reimbursements are suspended for that year, including Hotel Occupancy Tax reimbursements.
 - b. Assessed values of \$2.9M for years five through seven would provide for 100% reimbursement, however
 - i. If the values drop below \$2.9M but remains above \$2.7M, the reimbursement is 50% of the original amount.
 - ii. If the value drops below \$2.7M, all reimbursements are suspended for that year, including Hotel Occupancy Tax reimbursements.
 - c. Assessed values of \$3.1M for years eight through ten would provide for 100% reimbursement, however
 - i. If the values drop below \$3.1 M but remains above \$2.9M, the reimbursement is 50% of the original amount
 - ii. If the value drops below \$2.9M, all reimbursements are suspended for that year, including Hotel Occupancy Tax reimbursements.

3. FINANCIAL/BUDGET

The City's commitment is:

1. Waiver of fees (permit, impact, and tap fees),
2. Beginning in 2019, property tax reimbursements for ten years (100% for the first five years, then dropping to 90%, 70%, 50%, 30% and 10% respectively, for each subsequent year), and
3. Beginning in 2019, Hotel Occupancy Tax reimbursements for ten years (100% for the first five years, then dropping to 90%, 70%, 50%, 30% and 10% respectively, for each subsequent year).
4. This reimbursement to the hotel is predicated on the City reimbursing all of the Hotel Occupancy Taxes paid to the City without distribution to the Chamber.
5. The City would be responsible for the installation of utility lines (water and waste water), for the project.
6. The City will also include up to a \$20,000 per year payment for a five year period.

Fiscal Impact:

The value to of the incentives to the developer over ten years is estimated to be: \$1.1M (including infrastructure improvements).

The fiscal impact to the City is estimated to be approximately \$279,000 over ten years; approximately \$906,000 to the community as a whole.

The direct impact to the community is approximately 80 cents for every dollar provided in benefits.

In this instance, the benefits to the community extend beyond the fiscal and economic impacts, but also to the quality of life component in terms of having a business class hotel to serve the residents and visitors to our community.

4. TIMELINE CONSIDERATIONS

Begin Construction no later than May 2017.

C.O. issued no later than June 2018.

5. RECOMMENDATION

Staff recommends that the Council approve the agreement as presented.

6. REFERENCE FILES

7a. [380 Agreement for the hotel](#)



City Council Meeting November 9, 2017

STRATEGIC PILLAR

- ☐ Streets/Infrastructure
- ☐ Quality of Life
- ☒ Economic Vitality

Agenda Item #: 8

Agenda Title: Receive update and consider amending economic development agreement for hotel project.

Council Action to be taken: Receive update and amend agreement as presented.

Department Submitted: Development Services

Staff Contact: Ashley Lumpkin, Director
Nimesh Patel, Developer

1. PURPOSE/DESCRIPTION

The purpose of this item is to receive a project update from the developer on the hotel project and consider amending the agreement.

2. STAFF ANALYSIS AND RECOMMENDATION (Why and How)

Now that Mr. Nimesh Patel, Sadya Capital LLC, has completed the rezone of the property, received approval on the final plat, and is moving forward with his schedule.

- Final site and construction plans on schedule to be approved by both City and IHG by end of November, 2017, including issuance of permits
- General Contractor (GC) final selection, value engineering completion, and closing on the construction loan in December, 2017
- Ground breaking by January 31, 2018
- Construction completed and secure Certificate of Occupancy by February 29, 2019 (GC will provide a detailed timeline with milestone dates to be shared with Council)

3. FUNDING SOURCE

4. TIMELINE CONSIDERATIONS

The original 380 agreement approved by Council has a timeline that stipulates construction begin in May, 2017 and a Certificate of Occupancy (CO) is to be obtained prior to June 1, 2018. Attachment "B" includes the changes requested by Mr. Patel printed in **RED** on pages 4, 9, 10, 14, 18 and 19 and includes:

- Page 9, Section “C” and Page 10, Section “D” changes the date to secure the Certificate of Occupancy (C.O.) from January to February 28, 2019.
- Page 4 and Page 14, Section “F”: provides two fire access lanes
- Page 18 and 19, Section 12: terminates contract and further obligation if project is not completed before Feb. 29, 2019
- Use 2019 as the initial quantifying tax year
- If valuation for 2019 tax year is below what is in the agreement, developer will return incentives up to that point and forgo continuing incentives until the valuation of the property meets those in the agreement

5. OTHER OPTIONS (In order of preference)
--

6. ATTACHMENTS

8a. [Current and amended](#) 380 Agreement for Hotel



City Council Meeting January 11, 2018

STRATEGIC PILLAR

- ☐ Streets/Infrastructure
- ☐ Quality of Life
- ☒ Economic Vitality

Agenda Item #: 11

Agenda Title: Receive update on hotel development project.

Council Action to be taken: Receive update.

Department Submitted: Development Services

Staff Contact: Ashley Lumpkin, Director
Nimesh Patel, Developer

1. PURPOSE/DESCRIPTION

The purpose of this item is to receive a project update from the developer on the hotel project.

2. STAFF ANALYSIS AND RECOMMENDATION (Why and How)

Mr. Nimesh Patel, Sadya Capital LLC, is moving forward with his schedule.

- Final site development plan approved on December 14, 2017.
- Per the Amended 380 Agreement, construction must commence within three (3) months of this date.
- Building Permit is pending approval but essentially complete, pending payment of tree mitigation
- General Contractor (GC) final selection, value engineering completion, and closing on the construction loan in December 2017
- Construction completed and secure Certificate of Occupancy by May 31, 2019 (GC will provide a detailed timeline with milestone dates to be shared with Council)

3. FUNDING SOURCE

4. TIMELINE CONSIDERATIONS

- The agreement was amended at the November 9th council meeting as indicated in the attachments to provide a February 28, 2019 Certificate of Occupancy deadline and terminates the contract and further obligation if project is not completed before Feb. 29, 2019. These changes also updated to first taxable year

to 2019 and included the caveat that, should the valuation for 2019 tax year fall below what is in the agreement, the developer will return incentives up to that point and forgo continuing incentives until the valuation of the property meets those in the agreement

5. OTHER OPTIONS (In order of preference)
--

Update only.

6. ATTACHMENTS

11a. [Amended 380 Agreement for Hotel](#)

11b. [Memorandum of Understanding](#)



Project Update

- Key Milestones Completed
 - Dried in as of December with strategic placement of construction access points
 - Completed initial IHG Life Safety Inspection with flying colors (one of three IHG required inspections)
 - IHG approved design selections of all key furniture, fixtures, and equipment (FF&E) items
 - Completed initial IHG New Hotel Opening Process (IHOP) site visit to prepare for pre-selling and opening (one of three IHG required touch points)
 - Selected Wildflower Hotels as our Management partner



Upcoming Milestones

- Installation of Elevator and Pool construction (Critical Path)
- Hiring of Key Staff including General Manager and Director of Sales
- Successful completion of 2nd IHG Life Safe inspection (Critical Path)
- Provisioning for staging of FF&E items
- Develop agreements for Key Customer Accounts
- Secure approval for pre-selling from IHG (reservation official opened)



Wildflower Hotels-Profile

- An Employee Led and People Driven Management Company.
 - Organizational commitment to promoting from within.
- Over 20 years of Experience operating IHG Hotels.
 - IHG Quality Excellence Award
 - TripAdvisor Certificates of Excellence
 - Segment Performance Awards
- Executive Team:
 - Randy Denison Vice President of Operations
 - Mike Baker Vice President of Sales
 - Rutaj Bhatt Vice President New Development



Operational Mission in Taylor

- Build a “20 year relationship” with the community.
- Target and cultivate local associates with strong ties and a commitment to the city of Taylor.
- Provide avenues for personal and professional growth for all associates.
- To be active partners and catalysts in accelerating the economic growth of the city by attracting more events and businesses.



City Council Meeting March 28, 2019

STRATEGIC PILLAR

- ☐ Streets/Infrastructure
- ☒ Quality of Life
- ☐ Economic Vitality

Agenda Item #: 19

Agenda Title: **Consider approving amendment to the Unattended Children Policy.**

Council Action to be taken: Approve, Deny or Table

Department Submitted: Library

Staff Contact: Karen Ellis, Library Director

1. PURPOSE/DESCRIPTION

It is proposed that revisions to the Taylor Public Library's Unattended Children Policy be approved.

2. STAFF ANALYSIS (Why and How)

Library staff and the Library Advisory Board are currently reviewing older library policies for any changes or updates needed. Only those in need of changes or revisions will be brought to the Library Advisory Board for their input and approval. Any revisions to a policy will then be brought to City Council for their approval.

3. RECOMMENDATION

The Library Advisory Board met on March 12th to review the policy. At this meeting, the Board approved the proposed changes and revisions to the Unattended Children Policy, with recommendation to the City Council to likewise approve the revised policy.

4. FUNDING SOURCE

N/A

5. TIMELINE

N/A

6. PRIOR COUNCIL ACTIONS TAKEN

The Unattended Children Policy was originally approved by City Council on October 9, 2009.

7. OTHER OPTIONS (In order of preference)
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8. ATTACHMENTS

19a [Unattended Children Policy, changes highlighted](#)

19b [Comparison of other libraries' policy on unattended/unaccompanied children](#)

Taylor Public Library	Approved by Library Board: Sept 15, 2009 Revised Mar 12, 2019 Approved by City Council: Oct 9, 2009	
Unattended Children	Revised: Revision draft	Page 1 of 2

Library Mission

The mission of the Taylor Public Library is to promote a lifelong love of reading and to provide educational, informational, and recreational resources to patrons of all ages, cultural and economic backgrounds.

Approved by the Library Board, 2-18-97

Purpose

The Taylor Public Library is a public facility of the City of Taylor that offers vital, enriching services and materials to citizens and visitors of all ages. Children are particularly encouraged to enjoy the Library with their parents and families. The Library is dedicated to providing a welcoming and friendly environment for all library visitors.

The safety of children in the Library is a serious concern. Unattended children can become frightened or anxious. An unattended child might encounter hazards or dangers that could be circumvented with adult supervision. An unattended child might also become bored or frustrated and act inappropriately in the Library. Parents who leave their children unattended at the Library are exposing their child to potential harm and may themselves be committing an offense under the **Texas Penal Code**, Section 22.041c.

Rules

The Library does not provide care or supervision of children and does not accept responsibility for children in the Library. Parents or legal guardians are responsible for their children's safety and behavior in the Library. To ensure a positive experience for children visiting the Library, the following rules have been developed.

1. Children 7 years old and younger must be accompanied by a parent, a responsible adult or designated caregiver of 16 yrs or older.
 - a. Young children 7 years old and younger should not be left alone in a different area of the library from their parent, adult or caregiver. Close proximity is required.

2. Children of any age with mental, physical, emotional or behavior problems which necessitate supervision must be accompanied by a parent or adult (18 yrs) caregiver at all times.
3. Children habitually left unattended for long periods of time are an unacceptable use of the Library. The Library is not a daycare facility. Children of any age should not be left in the Library to the extent that they are missing meals, have no responsible adult to contact or have no means to get home independently.
4. Children of all ages must adhere to the same standards of conduct as required of all patrons (see **Code of Conduct** and all other Library policies). Refusal to follow Library rules will result in individuals being asked to leave, whether or not parents or caregivers are present. Staff members reserve the right to notify parents, guardians or the Taylor Police Department as they deem necessary.
-  5. The Children's Area of the Library is reserved for children, their parents or responsible caregivers, and adults interested in children's books. Out of concern for the safety of young patrons, adults who are unaccompanied by a child or children in the Children's Area or are not using the area for the purpose intended, may be questioned by staff, and may be asked to move to another part of the Library.
6. Parents and guardians should be aware of Library hours and make arrangements to meet or transport children under the age of 15 by closing times.
 - a. Youth **without their own phones** will be given the opportunity to contact their parent or caregiver for a ride home.
 - b. Staff will not transport children under any circumstances, ever.
 - c. If a child's parent or caregiver cannot be reached, has not picked up the child after a reasonable period of time, Library staff will turn the child over to the custody of the Taylor Police Department.
7. Parents or guardians in violation of this policy may receive a copy of this policy or a letter from the Library Director. Repeat offenses of this policy can lead to **being banned from the Library** and a report sent to Child Protective Services.

Unattended Children Policies Compared March 2019

Library	Age of Child	Qualifications of Caretakers	Proximity Rules	Behavior Factors	Use of Children's Areas	After Hours
Albuquerque	Supervision for 10 and under; 11+ okay without parental supervision.	none listed	Remain with child	None given	Just for children & their adults/caretakers. Unaccompanied adults may be questioned by staff and may be asked to move to another area in the Library	2 staff to wait for 15 minutes/ call PD
Anchorage	Supervision for under 8 yrs. old.	Must be 14+	Actively supervised by a responsible person	part of Code of Conduct	Children's areas restricted for use of youth, their families and people using youth materials. Unaccompanied adults, please do not litter in these areas.	None
Atlanta-Fulton	Supervision for under 9 yrs. old; children 9-13 cannot be unattended for more than 2 hours.	Must be 14+	Generally "attended"	part of Code of Conduct	None listed	If under 17, will call PD
Austin	Under age of 10 must be accompanied.	Must be 17+	Accompany & supervise	A person accompanying a child is responsible for the child and the child's behavior.	None listed	If a library staff member determines that a child may not be safely turned away from the library or that the child is stranded, the staff member shall refer the child to the Austin Police Department
Boise	Supervision for age 10 or under	none listed	Must attend child at all times	None given	None listed	None
Brooklyn	none listed	none listed	Generally "attended"	See Code of Conduct	None listed	Attempt to contact parents or caretakers.
Charlotte Mecklenburg	Attended for ages 8 and under	none listed	Generally "attended"	part of Code of Conduct	Adult use of the children's area is limited to use by parents and caregivers acting on behalf of children	Child or under 17 yrs. may not be left after hours
Chicago	Supervision for under age 11	none listed	Generally "attended"	Disruptive behavior	None listed	None listed
Dallas	none listed	none listed	Must not: Neglect to provide proper supervision of children.	May not use children's areas for any activities other than their intended purpose.	Adults wishing to use children's areas must be accompanied by a child or be given express permission to use these areas from Children's Center staff	None
Denver	none listed	none listed	None listed	Very general	Adults in are not using the children materials for the purpose intended will be asked to use another area of the Library	Non-age specific; 2 staff wait, then call PD and leave a note on the library door: "Unattended child is in the care of PD"
Fort Worth	Supervision for age 10 or under	Must be 14+	Must stay with children	Must follow Library Behavior Policy	The Central Library's Youth Center is specifically designed to serve the needs of children and their families. Adults visiting without children present are welcome to select materials for check out but will be directed to more appropriate areas of the building if they wish to stay for an extended period of time.	Urges caretakers to make sure the kids know what to do or where to go at closing. Will call PD if caregivers not located.
Hennepin County	Supervision for under 8 yrs. old.	none listed	Actively supervised by a responsible person: not leaving "vulnerable individuals or children unattended or alone in the library"	part of Code of Conduct	None listed	Must pick up before closing

Unattended Children Policies Compared March 2019

Library	Age of Child	Qualifications of Caretakers	Proximity Rules	Behavior Factors	Use of Children's Areas	After Hours
Houston	Under age of 7 must be attended at all times; 7 to 14 must be attended after an hour	none listed	Generally "attended"	Disruptive behavior specified; cannot be unaccompanied during city juvenile curfew (9 am -2:30 pm--school time)	None listed	PD will be called
King County Library System	Strongly recommends supervision for 12 yrs. old and younger	none listed	Be present to supervise	if behavior bad/safety issues staff to locate parent. Parent may be banned if they don't pick up kids.	None listed	If 12 & younger, 2 staff wait 15 minutes, then call PD for abandoned children
Las Vegas-Clark County	Supervision for 10 yrs. old and under	none listed	Generally "supervised"	NA	None listed	If under 18, attempt to contact parents, then PD
Los Angeles	Supervision for under age 11;	none listed	Generally "supervised"	part of Code of Conduct	Adults must be accompanied by a child or teen; or Adults who need materials in the children's area are okay	None
New Orleans	Supervision for 10 and under	Must be 16+	Must accompany child at all times	Code of Conduct	None listed	None
Pittsburgh	Minors--no ages cited	none listed	Children requiring supervision may not be unattended or left in the care of others who are unable or unwilling to provide adequate care.	Frightened, safety or health in danger, or disruptive behavior.		If a child is waiting to be picked up, 2 staff members will wait until 15 minutes after closing. Then call PD to take custody.
San Bernadino	Children eleven (11) years old and younger may not be left unattended	Must be 18+	Unattended" means that there is no parent, guardian, tutor or assigned caregiver, over the age of eighteen (18), in the immediate vicinity and within line of sight of child	Any child left unattended for an extended period of time may be approached for information concerning his/her parent, guardian, or assigned caregiver's availability. Any child left unattended for an extended period of time may be approached for information concerning his/her parent, guardian, or assigned caregiver's availability	The children's area of the library is reserved for children, their parents or responsible adult caregivers, and adults interested in reading children's literature classes. Out of concern for the safety of young patrons, adults who are unaccompanied by a child or children in the children's area of the Library may be questioned by staff, and may be asked to move to another area of the Library.	Senior person on duty to call PD to take custody of child.
Seattle	none listed	none listed	Accompany & supervise	Specific bad behavior, fear, endangering self or others	None listed	Staff attempts to contact parent, then call PD
Taylor	Supervision for 7 & and under;	Must be 16+	Accompanies (not in different area of the library.	See Code of Conduct	None listed	Youth can call home; staff will wait for 15 minutes/call PD

Note: More large public libraries with unattended children policies were reviewed, but not added when the specifics were duplicated or too vague to be useful.