AGENDA

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

DECEMBER 10, 2015, 6:00 P.M.

CALL TO ORDER AND DECLARE A QUORUM

INVOCATION

PLEDGE OF ALLEGIANCE

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

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

1. Consider approving appointment of Joseph Branson to replace Dan Ramsey on the Animal Control Appears and Shelter Advisory Board. (Henry Fluck)
2. Concur with preliminary financials for October, 2015. (Rosemarie Dennis)
3. Approve minutes for November 12, 2015. (Susan Brock)

REGULAR AGENDA; REVIEW/DISCUSS AND CONSIDER ACTION

4. Discuss street funding options. (Isaac Turner)
5. Consider and take action with respect to Ordinance 2015-20 authorizing the issuance of the City of Taylor, Texas General Obligation Refunding Bonds; levying an Ad Valorem tax in support of the bonds; establishing procedures for selling and delivery of one or more series of the bonds; and authorizing other matters relating to the bonds. (Rosemarie Dennis)
6. Discuss and consider introducing Ordinance 2015-19 authorizing the participation of the employees of the Taylor Economic Development Corporation as a city department in the Texas Municipal Retirement System. (Rosemarie Dennis)
7. Receive presentation from Way Companies regarding energy efficient alternatives. (Noel Bernal)
8. Discuss policy regarding HB 910 legislation for open carry in city facilities. (Chief Fluck)
9. Consider approving an Interlocal Agreement with CAPCOG for electronic permit services. (Ashley Lumpkin)
10. Receive update on Downtown Master Plan implementation. (Isaac Turner)
11. Consider proposed future agenda topics and items for discussion. (Mayor)

EXECUTIVE SESSION

12. Executive Session I. The Taylor City Council will conduct a closed executive meeting pursuant to the provisions of the Open Meetings Law, Chapter 551, Texas Local Government Code, and the authority contained in Section 551.072 to discuss or deliberate regarding the purchase, exchange, lease, or value of real property.
    - Project South End

13. 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.

- TMRS

14. Consider action from either Executive Session.

ADJOURN

The Council may vote and/or act upon each of the items listed in this Agenda. The Council reserves the right to retire into executive session concerning any items listed on this Agenda whenever it is considered necessary and legally justified under the Open Meetings Act including: Section 551.071 (Consult with attorney); Section 551.072 (Real Property); Section 551.073 (Gifts and Donations); Section 551.074 (Personnel Matters); Section 551.076 (Security Devices); and Section 551.087 (Economic Development). I certify that the notice of meeting was posted in the Taylor City Hall Lobby before 6:00 pm on December 7, 2015 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 Susan Brock, City Clerk, at least 24 hours prior to the meeting for special assistance.

Posted By: Susan Brock Date 12/7/15

Susan Brock, City Clerk

City Council Meeting
December 10, 2015
Agenda Item Transmittal

Agenda Item #: **1**

Agenda Title: Consider approving appointment of Joseph Branson to replace Daniel Ramsey on the Animal Control Appeals Board and Shelter Advisory Committee.

Council Action to be taken: Approve by consent

Initiating Department: Police Department

Staff Contact: Henry Fluck, Chief of Police

1. INTRODUCTION/PURPOSE

A vacancy was created on the Animal Control Appeals Board and Shelter Advisory Committee due to the retirement of former Police Commander Daniel Ramsey on 9/30/15.

2. DESCRIPTION/ JUSTIFICATION

Pursuant to Ordinance 99-16, Section 4.44, also known as the Animal Control Ordinance, the Board membership must include 1) a municipal official and 2) one person whose duties include the daily operation of an animal shelter. Commander Joseph Branson has replaced former Commander Ramsey as Support Services Commander and oversees the Animal Control Division which includes Klaasje Helgren, the Animal Control Officer.

3. FINANCIAL/BUDGET

None.

4. TIMELINE CONSIDERATIONS

As soon as possible.

5. RECOMMENDATION

Approve appointment of Commander Joseph Branson as the municipal officer to serve on the Animal Control Appeals and Shelter Advisory Committee.

6. REFERENCE FILES

1a. Roster
1b. Ordinance 2006-12 amending the original Ordinance 99-16 creating the Board

BOARD	Representative	MEMBER	APPOINTED	EXPIRES
Animal Control Appeals Board and Shelter Advisory Committee*	Licensed Vet	Arlon W. Graef, DVM 2303 Mildred (H) 4110 N. Main (O) (H) 365-6352 (O) 352-8897	7-2008	
	Animal Welfare Org	Rhywnn Gaffney TCSAR 55 Rowe Valley (H) 352-6245 (O) 446-3944 cadavergirl@gmail.com	7-2008	
	Animal Control Officer	Klaasje Helgren	3-2015	
Resigned	City Official	Dan Ramsey, Police Commander (O) 352-5551 dan.ramsey@taylortx.gov	1-2014	
	Resident	Walter Maude 1113 McLain (H) 512-352-0133 (C) 512-761-1668 wmaude@yahoo.com	11-2014	
		Christine Sumpter-Hegar 606 W. 7th (C) 512-924-9585 christinehegar@yahoo.com	11-2014	

ORDINANCE NO. 2006-12

AN ORDINANCE AMENDING ANIMAL CONTROL ORDINANCE NO. 99-16 ADOPTED ON AUGUST 3, 1999 BY AMENDING SECTION 4-44(a) ANIMAL CONTROL APPEALS BOARD AND PROVIDING A SAVINGS CLAUSE

WHEREAS, the Taylor City Council passed Animal Control Ordinance No. 99-16 on August 3, 1999; and

WHEREAS, the City Council desires to amend Ordinance No. 99-16, Section 4-44(a) Animal Control Appeals Boards.

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

SECTION 1.0 That the amendment, as shown in this ordinance is hereby approved in all aspects and adopted as an amendment to Animal Control Ordinance No. 99-16 as follows:

Sec. 4-44 Animal control appeals board and shelter advisory committee

(a) There is hereby created the animal control appeals board and shelter advisory committee comprised of a licensed veterinarian to be appointed by the city council, a municipal official, one person whose duties include the daily operation of an animal shelter, and one representative from an animal welfare organization.

The denial or revocation of registration may be appealed by filing with the animal control officer a written request for hearing within ten (10) days after notification of the denial or revocation. The filing of a request for an appeal stays the action until the appeals board makes a final decision, although it does not preclude the necessity for the animal to be removed from the city until all appeals are final. If written request for an appeal is not timely made, the denial or revocation is final.

In their capacity as the shelter advisory committee, it shall be the committee's duty to assist the animal control officer and the City of Taylor in compliance with the requirements of Chapter 823 of the Health and Safety Code. The advisory committee shall meet at least three times a year.

SECTION 2.0 All other provisions of Ordinance No. 99-16, not in conflict herewith, shall remain in full force and effect.

SECTION 3.0 In accordance with Article 8 of the City Charter, Ordinance 2006-12 was introduced before the City Council of the City of Taylor, Texas, on the 11th day of May, 2006.

PASSED, APPROVED and ADOPTED on the 23rd day of May, 2006.

Donald R. Hill

Donald R. Hill, Mayor
City of Taylor

ATTEST: Susan Brock

Susan Brock, City Clerk

City Council Meeting
December 10, 2015
Agenda Item Transmittal

Agenda Item #: **2**

Agenda Title: Concur with preliminary financials for October, 2015.

Council Action to be taken: Approve by consent

Initiating Department: Finance Department

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

1. INTRODUCTION/PURPOSE

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

2. MONTHLY FINANCIAL REPORT

The reporting period covered for is the month of October 2015. The following provides a brief overview on the preliminary status and/or activity of the major funds or groups of funds as of October 31, 2015:

Brief comments on the status of the funds are provided is as follows:

General Fund:

	Revenue			Expenditures			
Operating Fund	Budget	Actual Y-T-D	% Y-T-D	Budget	Actual Y-T-D	% Y-T-D	Net Profit/Loss
General Fund	$ 11,467,314	$ 338,021	3%	$12,107,314	$ 575,785	5%	$ (237,764)

- October revenues are reported at $338,021. It is not unusual for the revenue to be off to a slow start in the beginning of a new fiscal year.

- Property tax revenues are primarily collected in the months of December through March time frame which is the largest revenue source in the General Fund. This is why it's important for the City to maintain three months of operating reserves to carry us through the months of October through December.

- Sales tax came in at $219,175 for October, up from prior year by $25,334 or 13.1%. When compared to the budget estimate, this is also up by $15,642 or 7.1%.

- Another important factor to remember is that franchise taxes collected in October are earnings for July through September and these revenues are allocated back to the prior year. The solid waste franchise is no longer allocated in the General Fund. A separate Sanitation Fund was established for revenues associated with solid waste and the expenditures.

- All other revenue categories are under performing for the month of October.

- On the Expenditure side, expenses are reported at $575,785 which is at 5% to total budget. Overall, expenditures are on track and operating at an acceptable level. There are encumbrances for purchases that have not been paid that impacts the percentage shown in Attachment A page 1 of the financial reports.

Special Revenue Funds;

	Revenue			Expenditures			
Special Revenues	Budget	Actual Y-T-D	% Y-T-D	Budget	Actual Y-T-D	% Y-T-D	Net Profit/Loss
- Tax Increment Fund (TIF)	$ 240,537	$ 54	0%	$ 155,000	$ -	0%	$ 54
- Hotel/Motel Tax	$ 75,000	$ 6,710	9%	$ 94,250	$ 5,032	5%	$ 1,678
- Texas Capital Fund	$ 25,023	$ 2,085	8%	$ 25,023	$ 2,085	8%	$ -
- Main St. Revenue	$ 68,700	$ 3,056	4%	$ 64,500	$ 11,039	17%	$ (7,983)
- Municipal Court Sec/Tech	$ 12,300	$ 700	6%	$ 5,487	$ -	0%	$ 700
- Library Grants/Donations	$ 2,000	$ 130	7%	$ 2,000	$ 4,923	246%	$ (4,793)
Subtotal	$ 423,560	$ 12,735	3%	$ 346,260	$ 23,079	7%	$ (10,344)

- The only activity for October is the interest earned for the TIF funds held in the Texpool account.

- Hotel occupancy tax collection from the five lodging providers for the month of is $6,710. This is up by 15.5% over the prior year.

- Texas Capital Fund the Temple College at Taylor (TCAT) pays the city $2,085 per month in rent which is then paid to the State to satisfy the loan requirement.

- Main Street revenues are generated from sales and other fund raising activities, such as spooktacular, Taylor book sales and booth space for the Christmas bazaar. In the month of October the City assisted thirteen businesses with rental assistance that totaled $11,039 in expenditures.

- Court Technology and Security revenues collected for the month of October are down from the previous year by $318 or 31.2% with no expenditure activity.

- Library Donation Fund reflects revenues generated from donations and interest income. Expenditures are from carryovers from the previous year that were approved by Council to expend donated funds.

Roadway Impact Fund:

	Revenue			Expenditures			
	Budget	Actual Y-T-D	% Y-T-D	Budget	Actual Y-T-D	% Y-T-D	Net Profit/Loss
Roadway Impact Fund	$ 18,000	$ 1,116	6%	-	-	0%	$ 1,116

- Due to new development $1,116 was collected for the month of October, no expenditures are budgeted.

Utility Fund:

	Revenue			Expenditures			
	Budget	Actual Y-T-D	% Y-T-D	Budget	Actual Y-T-D	% Y-T-D	Net Profit/Loss
Utility Fund	$ 8,291,509	$ 207,983	3%	$ 7,971,971	$ 289,254	4%	$ (81,271)

- Water sales is the main source of revenue for the fund followed by sewer and represent 70% of the total revenues collected in the month of October. Revenues are on target with budget expectation for this period.

- The purchased treated water from BRA represents 46% of total expenditure for October. All departments are operating within acceptable levels.

Municipal Drainage:

	Revenue			Expenditures			
	Budget	Actual Y-T-D	% Y-T-D	Budget	Actual Y-T-D	% Y-T-D	Net Profit/Loss
MDUS	335,280	$ 6,910	2%	310,925	(10)	0%	$ 6,920

- The $6,910 in revenues represents a small portion of October revenues. Billing is done in arrears and the majority of October revenue will be reflected in November.

- The negative $10 represents a reinstated bad debt that has been paid in October.

Sanitation Fund:

	Revenue			Expenditures			
	Budget	Actual Y-T-D	% Y-T-D	Budget	Actual Y-T-D	% Y-T-D	Net Profit/Loss
Sanitation Fund	1,507,500	$ 29,547	2%	1,507,500	114,164	8%	$ (84,617)

- Majority of the revenues for October will be recognize in November for solid waste.

- $114,164 represents a payment to the City’s solid waste provider.

Utility Impact Fund:

	Revenue			Expenditures			
	Budget	Actual Y-T-D	% Y-T-D	Budget	Actual Y-T-D	% Y-T-D	Net Profit/Loss
Utility Impact Fund	$ 42,000	$ 1,195	3%	-	-	0%	$ 1,195

- Revenues are for the collection in water and sewer impact fees. No expenditures are budgeted.

Airport Fund:

	Revenue			Expenditures			
	Budget	Actual Y-T-D	% Y-T-D	Budget	Actual Y-T-D	% Y-T-D	Net Profit/Loss
Airport Fund	$ 503,362	$ 47,788	9%	$ 502,213	$ 33,665	7%	$ 14,123

- Revenues consist of hanger rental and sale of fuel which is slightly down from this same time last year by $1,266 or 2.5%.

- Operating expenditures when compared to last year are down by $12,777 or 27.5%. This decrease is seen in the purchases of fuel cost.

- The Airport is operating at normal levels for the first month of the new fiscal year.

Cemetery Operating Fund:

	Revenue			Expenditures			
	Budget	Actual Y-T-D	% Y-T-D	Budget	Actual Y-T-D	% Y-T-D	Net Profit/Loss
Cemetery Op. Fund	$ 153,860	$ 3,832	2%	$ 179,520	$ 6,856	4%	$ (3,024)

- The Cemetery Fund was budgeted in the deficit with expenditures exceeding revenues. Both revenues and expenditures are operating slightly below normal levels.

Internal Service Funds:

	Revenue			Expenditures			
	Budget	Actual Y-T-D	% Y-T-D	Budget	Actual Y-T-D	% Y-T-D	Net Profit/Loss
Fleet Service Operating Fund	$ 666,829	$ 176	0%	$ 670,385	$ 56,895	8%	$ (56,719)
Fleet Replacement Fund	$ 424,229	$ 38	0%	$ 424,229	225,843	53%	$ (225,805)

- 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 expenses for repairs and maintenance to the City's vehicles and the cost of the equipment that was purchased and or leased during the fiscal year.

- Expenditures in the Fleet Replacement Fund comprise of capital lease payments and payments for police vehicles. The police vehicles were acquired in the last fiscal year, but did not arrive until October.

3. REFERENCE FILES

2a. Preliminary Financials for October 2015:

- **Attachment A:** Preliminary summaries of the total amounts of revenue and expenditures for the month of October 2015.

- **Attachment B:** Preliminary financials summaries of each on the operating funds and the special revenue funds. This shows annual budgeted amounts and the year-to-date figures for each fund by the major revenue and expenditures categories.

- **Attachment C:** Checks issued during the month of October.
- **Attachment D:** Balance sheets for each of the operating funds
- **Attachment E:** Sales Tax Tracking Report.
- **Attachment F:** Current investments year to date.

Monthly Finance Report as of :

OCTOBER 2015

10/31/15

Attachment A

Financial Summaries by Fund

General Fund
Special Revenue Funds

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

Roadway Impact Fund
Municipal Utility Drainage Fund
Sanitation Fund
Utility Fund
Utility Impact Fund
Airport Fund
Cemetery Operating Fund
Fleet Services Operating Fund
Fleet Replacement Fund

FINANCIAL STATEMENT

AS OF: OCTOBER 31ST, 2015

100-GENERAL FUND

FINANCIAL SUMMARY

ACCT # ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
310-TAXES	8,972,137.00	303,865.20	303,865.20	3.39	0.00	8,668,271.80
320-PERMITS AND LICENSES	173,420.00	10,728.44	10,728.44	6.19	0.00	162,691.56
330-INTERGOVERNMENTAL REV	68,349.00	164.19	164.19	0.24	0.00	68,184.81
340-CHARGES FOR SERVICES	257,300.00	6,451.10	6,451.10	2.51	0.00	250,848.90
410-FINES AND FORFEITURES	279,500.00	14,898.72	14,898.72	5.33	0.00	264,601.28
420-ASSESSMENTS	22,000.00	1,157.06	1,157.06	5.26	0.00	20,842.94
430-USE OF MONEY AND PROP	74,908.00	580.95	580.95	0.78	0.00	74,327.05
440-DONATIONS FROM PRIVAT	10,500.00	175.00	175.00	1.67	0.00	10,325.00
450-INTERFUND OPERATING T	1,609,200.00	0.00	0.00	0.00	0.00	1,609,200.00
*** TOTAL REVENUES ***	11,467,314.00	338,020.66	338,020.66	2.95	0.00	11,129,293.34
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EXPENDITURE SUMMARY						
500-CITY COUNCIL	130,557.00	5,786.83	5,786.83	4.43	0.00	124,770.17
501-CITY MANAGEMENT	521,164.00	25,418.03	25,418.03	4.88	0.00	495,745.97
503-PUBLIC INFORMATION	138,763.00	17,503.24	17,503.24	12.61	0.00	121,259.76
504-HUMAN RESOURCES	189,468.00	20,954.65	20,954.65	11.06	0.00	168,513.35
512-FINANCIAL SERVICES	693,454.00	25,140.99	25,140.99	3.63	0.00	668,313.01
516-MUNICIPAL COURT	290,001.00	21,549.57	21,549.57	7.43	0.00	268,451.43
522-DEVELOPMENT SERVICES	647,820.00	34,736.70	34,736.70	5.36	0.00	613,083.30
524-MAIN STREET PROGRAM	71,077.00	8,578.30	8,578.30	12.07	0.00	62,498.70
527-C D - MOODY MUSEUM	8,871.00	333.09	333.09	3.75	0.00	8,537.91
532-PUBLIC LIBRARY	439,050.00	21,202.46	21,202.46	7.16	10,239.07	407,608.47
542-FIRE SUPPRESSION/EMER	2,245,875.00	101,708.75	101,708.75	6.28	39,292.00	2,104,874.25
552-POLICE FIELD SERVICES	2,928,503.00	156,382.16	156,382.16	5.63	8,395.60	2,763,725.24
558-ANIMAL CONTROL SECTIO	148,488.00	7,323.11	7,323.11	4.93	0.00	141,164.89
563-STREET & GROUND MAIN	1,321,704.00	48,208.61	48,208.61	3.65	0.00	1,273,495.39
565-PARKS & RECREATION	786,266.00	34,471.53	34,471.53	10.79	50,374.75	701,419.72
566-INTERNAL SVCS/BLDG	406,501.00	22,149.78	22,149.78	10.46	20,383.26	363,967.96
573-ENGINEERING & INSPECT	116,376.00	5,280.95	5,280.95	4.54	0.00	111,095.05
575-INTERNAL SVC/IT DEPT	113,825.00	7,200.17	7,200.17	15.68	10,649.00	95,975.83
592-NON-DEPARTMENTAL	909,551.00	11,855.81	11,855.81	1.30	0.00	897,695.19
*** TOTAL EXPENDITURES ***	12,107,314.00	575,784.73	575,784.73	5.91	139,333.68	11,392,195.59
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*** TOTAL PROFIT / (LOSS) ***	(640,000.00)	(237,764.07)	(237,764.07)	58.92	(139,333.68)	(262,902.25)
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FINANCIAL STATEMENT

AS OF: OCTOBER 31ST, 2015

119-TIF (TAX INCREMENT FUND)

FINANCIAL SUMMARY

ACCT # ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
310-TAXES	150,354.00	0.00	0.00	0.00	0.00	150,354.00
330-INTERGOVERNMENTAL REV	89,878.00	0.00	0.00	0.00	0.00	89,878.00
430-USE OF MONEY AND PROP	305.00	54.30	54.30	17.80	0.00	250.70
*** TOTAL REVENUES ***	240,537.00	54.30	54.30	0.02	0.00	240,482.70
EXPENDITURE SUMMARY						
500-CONTRACT SERVICES	155,000.00	0.00	0.00	0.00	0.00	155,000.00
*** TOTAL EXPENDITURES ***	155,000.00	0.00	0.00	0.00	0.00	155,000.00
*** TOTAL PROFIT / (LOSS) ***	85,537.00	54.30	54.30	0.06	0.00	85,482.70

FINANCIAL STATEMENT

AS OF: OCTOBER 31ST, 2015

120-HOTEL/MOTEL FUND

FINANCIAL SUMMARY

ACCT # ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
310-TAXES	75,000.00	6,709.99	6,709.99	8.95	0.00	68,290.01
*** TOTAL REVENUES ***	75,000.00	6,709.99	6,709.99	8.95	0.00	68,290.01
EXPENDITURE SUMMARY						
612-HOTEL/MOTEL TAX	94,250.00	5,032.49	5,032.49	5.34	0.00	89,217.51
*** TOTAL EXPENDITURES ***	94,250.00	5,032.49	5,032.49	5.34	0.00	89,217.51
*** TOTAL PROFIT / (LOSS) ***	(19,250.00)	1,677.50	1,677.50	8.71-	0.00	(20,927.50)

FINANCIAL STATEMENT

AS OF: OCTOBER 31ST, 2015

121-TEXAS CAPITAL FUND

FINANCIAL SUMMARY

ACCT # ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
430-USE OF MONEY AND PROP	25,023.00	2,085.25	2,085.25	8.33	0.00	22,937.75
*** TOTAL REVENUES ***	25,023.00	2,085.25	2,085.25	8.33	0.00	22,937.75
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EXPENDITURE SUMMARY						
610-LEASE PAYMENT T J C	25,023.00	2,085.25	2,085.25	8.33	0.00	22,937.75
*** TOTAL EXPENDITURES ***	25,023.00	2,085.25	2,085.25	8.33	0.00	22,937.75
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FINANCIAL STATEMENT

AS OF: OCTOBER 31ST, 2015

123-MAIN STREET REVENUE FUND

FINANCIAL SUMMARY

ACCT # ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
430-USE OF MONEY AND PROP	2,000.00	0.00	0.00	0.00	0.00	2,000.00
440-DONATIONS FROM PRIVAT	17,100.00	3,056.50	3,056.50	17.87	0.00	14,043.50
450-INTERFUND OPERATING T	49,600.00	0.00	0.00	0.00	0.00	49,600.00
*** TOTAL REVENUES ***	68,700.00	3,056.50	3,056.50	4.45	0.00	65,643.50
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EXPENDITURE SUMMARY						
615-CONTRIBUTE TO CIVIC P	64,500.00	11,039.59	11,039.59	17.12	0.00	53,460.41
*** TOTAL EXPENDITURES ***	64,500.00	11,039.59	11,039.59	17.12	0.00	53,460.41
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*** TOTAL PROFIT / (LOSS) ***	4,200.00	(7,983.09)	(7,983.09)	190.07-	0.00	12,183.09
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FINANCIAL STATEMENT

AS OF: OCTOBER 31ST, 2015

125-MUNICIPAL CRT SPECIAL FEE

FINANCIAL SUMMARY

ACCT # ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
410-FINES AND FORFEITURES	12,300.00	700.32	700.32	5.69	0.00	11,599.68
*** TOTAL REVENUES ***	12,300.00	700.32	700.32	5.69	0.00	11,599.68
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EXPENDITURE SUMMARY						
625-MUNICIPAL COURT BLDG	5,487.00	0.00	0.00	0.00	0.00	5,487.00
626-MUNICIPAL COURT TECHN	565.00	0.00	0.00	0.00	0.00	565.00
*** TOTAL EXPENDITURES ***	6,052.00	0.00	0.00	0.00	0.00	6,052.00
	==============	==============	==============	======	==============	==============
*** TOTAL PROFIT / (LOSS) ***	6,248.00	700.32	700.32	11.21	0.00	5,547.68
	==============	==============	==============	======	==============	==============

FINANCIAL STATEMENT

AS OF: OCTOBER 31ST, 2015

129-LIBRARY GRANT/DONATION

FINANCIAL SUMMARY

ACCT # ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
430-USE OF MONEY AND PROP	0.00	29.70	29.70	0.00	0.00	(29.70)
440-DONATIONS FROM PRIVAT	2,000.00	100.00	100.00	5.00	0.00	1,900.00
*** TOTAL REVENUES ***	2,000.00	129.70	129.70	6.49	0.00	1,870.30
EXPENDITURE SUMMARY						
624-LIBRARY	2,000.00	4,923.07	4,923.07	246.15	0.00	(2,923.07)
*** TOTAL EXPENDITURES ***	2,000.00	4,923.07	4,923.07	246.15	0.00	(2,923.07)
*** TOTAL PROFIT / (LOSS) ***	0.00	(4,793.37)	(4,793.37)	0.00	0.00	4,793.37

FINANCIAL STATEMENT

AS OF: OCTOBER 31ST, 2015

200-ROADWAY IMPACT FEE FUND

FINANCIAL SUMMARY

ACCT # ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
420-ASSESSMENTS	18,000.00	1,116.00	1,116.00	6.20	0.00	16,884.00
*** TOTAL REVENUES ***	18,000.00	1,116.00	1,116.00	6.20	0.00	16,884.00
EXPENDITURE SUMMARY						
*** TOTAL PROFIT / (LOSS) ***	18,000.00	1,116.00	1,116.00	6.20	0.00	16,884.00

FINANCIAL STATEMENT

AS OF: OCTOBER 31ST, 2015

300-MUNICIPAL DRAINAGE UTILIT

FINANCIAL SUMMARY

ACCT # ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
340-CHARGES FOR SERVICES	335,280.00	6,910.16	6,910.16	2.06	0.00	328,369.84
*** TOTAL REVENUES ***	335,280.00	6,910.16	6,910.16	2.06	0.00	328,369.84
	==============	==============	==============	======	==============	==============
EXPENDITURE SUMMARY						
750-MUNICIPAL DRAINAGE	310,925.00	(9.40)	(9.40)	0.00	0.00	310,934.40
*** TOTAL EXPENDITURES ***	310,925.00	(9.40)	(9.40)	0.00	0.00	310,934.40
	==============	==============	==============	======	==============	==============
*** TOTAL PROFIT / (LOSS) ***	24,355.00	6,919.56	6,919.56	28.41	0.00	17,435.44
	==============	==============	==============	======	==============	==============

FINANCIAL STATEMENT

AS OF: OCTOBER 31ST, 2015

320-SANITATION FUND

FINANCIAL SUMMARY

ACCT # ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
310-TAXES	164,200.00	2,750.51	2,750.51	1.68	0.00	161,449.49
340-CHARGES FOR SERVICES	1,343,300.00	26,796.32	26,796.32	1.99	0.00	1,316,503.68
*** TOTAL REVENUES ***	1,507,500.00	29,546.83	29,546.83	1.96	0.00	1,477,953.17
	==============	==============	==============	======	==============	==============
EXPENDITURE SUMMARY						
721-SANITATION/GARBAGE	1,507,500.00	114,163.67	114,163.67	7.57	0.00	1,393,336.33
*** TOTAL EXPENDITURES ***	1,507,500.00	114,163.67	114,163.67	7.57	0.00	1,393,336.33
	==============	==============	==============	======	==============	==============
*** TOTAL PROFIT / (LOSS) ***	0.00	(84,616.84)	(84,616.84)	0.00	0.00	84,616.84
	==============	==============	==============	======	==============	==============

FINANCIAL STATEMENT

AS OF: OCTOBER 31ST, 2015

340-PUBLIC UTILITIES FUND

FINANCIAL SUMMARY

ACCT # ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
330-INTERGOVERNMENTAL REV	0.00	25,000.00	25,000.00	0.00	0.00	(25,000.00)
340-CHARGES FOR SERVICES	8,208,254.00	181,956.77	181,956.77	2.22	0.00	8,026,297.23
420-ASSESSMENTS	22,655.00	681.00	681.00	3.01	0.00	21,974.00
430-USE OF MONEY AND PROP	58,800.00	174.44	174.44	0.30	0.00	58,625.56
460-PROCEEDS GEN FIXED AS	1,800.00	171.00	171.00	9.50	0.00	1,629.00
*** TOTAL REVENUES ***	8,291,509.00	207,983.21	207,983.21	2.51	0.00	8,083,525.79
	==============	==============	==============	======	==============	==============
EXPENDITURE SUMMARY						
701-UTILITIES ADMINISTRAT	423,994.00	27,215.36	27,215.36	6.42	0.00	396,778.64
706-WASTEWATER TREATMENT	563,439.00	52,379.67	52,379.67	11.04	9,805.39	501,253.94
708-UTILITY DISTRIBUTION/	1,350,059.00	68,700.98	68,700.98	5.37	3,800.00	1,277,558.02
709-UTILITIES NON-DEPARTM	5,634,479.00	140,957.67	140,957.67	2.50	0.00	5,493,521.33
*** TOTAL EXPENDITURES ***	7,971,971.00	289,253.68	289,253.68	3.80	13,605.39	7,669,111.93
	==============	==============	==============	======	==============	==============
*** TOTAL PROFIT / (LOSS) ***	319,538.00	(81,270.47)	(81,270.47)	29.69-	(13,605.39)	414,413.86
	==============	==============	==============	======	==============	==============

FINANCIAL STATEMENT

AS OF: OCTOBER 31ST, 2015

345-UTILITY IMPACT FEE FUND

FINANCIAL SUMMARY

ACCT # ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
340-CHARGES FOR SERVICES	42,000.00	1,195.00	1,195.00	2.85	0.00	40,805.00
*** TOTAL REVENUES ***	42,000.00	1,195.00	1,195.00	2.85	0.00	40,805.00
EXPENDITURE SUMMARY						
*** TOTAL PROFIT / (LOSS) ***	42,000.00	1,195.00	1,195.00	2.85	0.00	40,805.00

FINANCIAL STATEMENT

AS OF: OCTOBER 31ST, 2015

350-AIRPORT FUND

FINANCIAL SUMMARY

ACCT # ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
340-CHARGES FOR SERVICES	503,362.00	47,788.06	47,788.06	9.49	0.00	455,573.94
*** TOTAL REVENUES ***	503,362.00	47,788.06	47,788.06	9.49	0.00	455,573.94
	==============	==============	==============	======	==============	==============
EXPENDITURE SUMMARY						
732-AIRPORT OPERATIONS DE	502,213.00	33,665.53	33,665.53	6.70	0.00	468,547.47
*** TOTAL EXPENDITURES ***	502,213.00	33,665.53	33,665.53	6.70	0.00	468,547.47
	==============	==============	==============	======	==============	==============
*** TOTAL PROFIT / (LOSS) ***	1,149.00	14,122.53	14,122.53	229.11	0.00	(12,973.53)
	==============	==============	==============	======	==============	==============

FINANCIAL STATEMENT

AS OF: OCTOBER 31ST, 2015

370-CEMETERY OPERATING FUND

FINANCIAL SUMMARY

ACCT # ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
340-CHARGES FOR SERVICES	82,500.00	605.00	605.00	0.73	0.00	81,895.00
430-USE OF MONEY AND PROP	1,700.00	55.00	55.00	3.24	0.00	1,645.00
450-INTERFUND OPERATING T	22,500.00	0.00	0.00	0.00	0.00	22,500.00
460-PROCEEDS GEN FIXED AS	47,160.00	3,172.50	3,172.50	6.73	0.00	43,987.50
*** TOTAL REVENUES ***	153,860.00	3,832.50	3,832.50	2.49	0.00	150,027.50
	==============	==============	==============	======	==============	==============
EXPENDITURE SUMMARY						
761-CEMETERY OPERATING DE	179,520.00	6,856.67	6,856.67	3.82	0.00	172,663.33
*** TOTAL EXPENDITURES ***	179,520.00	6,856.67	6,856.67	3.82	0.00	172,663.33
	==============	==============	==============	======	==============	==============
*** TOTAL PROFIT / (LOSS) ***	(25,660.00)	(3,024.17)	(3,024.17)	11.79	0.00	(22,635.83)
	==============	==============	==============	======	==============	==============

FINANCIAL STATEMENT

AS OF: OCTOBER 31ST, 2015

382-FLEET SERVICES OPERATING

FINANCIAL SUMMARY

ACCT # ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
340-CHARGES FOR SERVICES	666,829.00	0.00	0.00	0.00	0.00	666,829.00
430-USE OF MONEY AND PROP	0.00	176.25	176.25	0.00	0.00	(176.25)
*** TOTAL REVENUES ***	666,829.00	176.25	176.25	0.03	0.00	666,652.75
EXPENDITURE SUMMARY						
517-FlEET SERVICES	670,385.00	56,894.63	56,894.63	9.39	6,063.69	607,426.68
*** TOTAL EXPENDITURES ***	670,385.00	56,894.63	56,894.63	9.39	6,063.69	607,426.68
*** TOTAL PROFIT / (LOSS) ***	(3,556.00)	(56,718.38)	(56,718.38)	765.53	(6,063.69)	59,226.07

FINANCIAL STATEMENT

AS OF: OCTOBER 31ST, 2015

384-FLEET REPLACEMENT FUND

FINANCIAL SUMMARY

ACCT # ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
340-CHARGES FOR SERVICES	424,229.00	0.00	0.00	0.00	0.00	424,229.00
430-USE OF MONEY AND PROP	0.00	38.25	38.25	0.00	0.00	(38.25)
*** TOTAL REVENUES ***	424,229.00	38.25	38.25	0.01	0.00	424,190.75
	==============	==============	==============	======	==============	==============
EXPENDITURE SUMMARY						
518-EQUIPMENT REPLACEMENT	424,229.00	225,843.51	225,843.51	53.24	0.00	198,385.49
*** TOTAL EXPENDITURES ***	424,229.00	225,843.51	225,843.51	53.24	0.00	198,385.49
	==============	==============	==============	======	==============	==============
*** TOTAL PROFIT / (LOSS) ***	0.00	(225,805.26)	(225,805.26)	0.00	0.00	225,805.26
	==============	==============	==============	======	==============	==============

10/31/15

Attachment B

COUNCIL REPORT

CHECKS ISSUED IN OCTOBER

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
NON-DEPARTMENTAL	GENERAL FUND	AFLAC	AFLAC PREMIUMS	2,078.46
			AFLAC PREMIUMS-rounding	0.18-
		ASSURANT EMPLOYEE BENEFITS	DENTAL INSURANCE PREMIUMS	1,810.92
			Van Til- Need Refund	62.02
			Philpott- need refund	62.02
			Ramsey- Need refund	29.35
		CINCINNATI LIFE INS. CO.	LIFE INSURANCE PREMIUMS	52.00
			LIFE INSURANCE PREMIUMS	52.00
		CLIFFORD, PENNY CHRISTINE c/o TX CHILD	CAUSE # 12-1678-FC4	179.77
			CAUSE # 12-1678-FC4	73.43
			CAUSE # 12-1678-FC4	253.20
		DEBORAH B LANGEHENNING	WILLIS: CASE NO. 13-11977	338.67
			WILLIS: CASE NO. 13-11977	138.33
			WILLIS: CASE NO. 13-11977	477.00
		HERRERA, EDITH D %ARIZONA SUPPORT PAYM	VINCENT CLIFFORD CS FOR DE	168.59
			VINCENT CLIFFORD CS FOR DE	68.87
			VINCENT CLIFFORD CS FOR DE	237.46
		MISCELLANEOUS MT PLEASANT BAPTIST CH	MT PLEASANT BAPTIST CHURCH	100.00
		OASIS CHURCH	OASIS CHURCH:PAV DEP RETUR	100.00
		ALDERETE, CHRISTINA	ALDERETE, CHRISTINA:PAV DE	25.00
		GARCIA, GLORIA	GARCIA, GLORIA:PAV DEP RET	75.00
		DEBES, GENNIFER	DEBES, GENNIFER:PAV DEP RE	100.00
		BRONSON, ALVIE	BRONSON, ALVIE:REF PLAT ZO	150.00
		NATIONWIDE RETIREMENT SOLUTIONS	EMPLOYEE CONTRIBUTIONS	1,096.11
			EMPLOYEE CONTRIBUTIONS	447.71
			EMPLOYEE CONTRIBUTIONS	1,543.82
		PRE-PAID LEGAL SERVICES, INC. DBA LEGA	PRE-PAID LEGAL PREMIUMS	161.40
		CITIZENS NATIONAL BANK	FEDERAL WITHHOLDING	27,969.42
			FEDERAL WITHHOLDING	11,424.13
			FEDERAL WITHHOLDING	20,493.09
			FEDERAL WITHHOLDING	173.23
			FEDERAL WITHHOLDING	173.23
			FICA CONTRIBUTIONS AND MAT	11,456.11
			FICA CONTRIBUTIONS AND MAT	4,679.26
			FICA CONTRIBUTIONS AND MAT	12,141.47
			MEDICARE CONTRIB AND MATCH	2,679.23
			MEDICARE CONTRIB AND MATCH	1,094.34
			MEDICARE CONTRIB AND MATCH	2,839.56
		TEXAS COMPTROLLER OF PUBLIC ACCOUNTS	SALES&USE TAX ENDING 9/30/	6,340.52
			QRT3 2015 CRIMINAL COSTS &	31,128.45
		TAYLOR ECONOMIC DEV.CORP.	14/15 SALES TAX REV RESIDU	6,808.03
			OCTOBER 2015 SALES TAX PAY	73,058.20
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	5,393.99
			CONTRIBUTIONS	14,810.57
			CONTRIBUTIONS	692.92-
			CONTRIBUTIONS	692.92
			CONTRIBUTIONS	692.92-
		UNUM LIFE INS CO OF AMERI	LIFE INSURANCE PREMIUMS	449.18
			Rounding	0.02-
			LIFE INSURANCE PREMIUMS	449.18
			Rounding	0.02-
			Adams Refund	1.27-
		TAYLOR PROFESSIONAL FIREFIGHTER ASSOCI	ACCT #2091015	265.54
			ACCT #2091015	108.46
		VASQUES, ADRIANA %TX CHILD SUPPORT SDU	01-280 NOEL BERNAL	56.35
			01-280 NOEL BERNAL	23.03

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			01-280 NOEL BERNAL	79.38_
			TOTAL:	243,280.67
CITY COUNCIL	GENERAL FUND	CAPCOG REGIONAL TRAINING ACADEMY	CAPCOG ANNUAL CITY MEMBERS	1,617.80
		HEJL, TED W.	SEPT LEGAL SERVICES-CITY	3,660.00
		TAYLOR DAILY PRESS	PUBLIC MTG NOTICE-TUF	146.25
		TML INTERGOVERNMENTAL	FY15/16 WORKERS' COMP	232.07
		VERIZON WIRELESS	CELL PHONE	163.97
			IPAD	37.99
		ASSOCIATION OF HISPANIC MUNICIPAL OFFI	GONZALEZ ANNUAL MEMB 2015/	75.00_
			TOTAL:	5,933.08
CITY MANAGEMENT	GENERAL FUND	ASSURANT EMPLOYEE BENEFITS	DENTAL INSURANCE PREMIUMS	147.79
		BREWMESUM COFFEE	COFFEE	10.87
		LINCOLN	LTD INSURANCE PREMIUMS	81.33
		OFFICE DEPOT CORPORATION	INK CART/BLK BINDERS	288.46
			INK CARTRIDGES FOR ROCIO'S	169.98
			PRINTER INK	96.99
			DATE STAMP	7.63
			COPY PAPER	22.53
			DOCUMENT FOLDERS FOR BD CE	98.43
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	588.90
			FICA CONTRIBUTIONS AND MAT	240.55
			FICA CONTRIBUTIONS AND MAT	778.02
			MEDICARE CONTRIB AND MATCH	137.74
			MEDICARE CONTRIB AND MATCH	56.26
			MEDICARE CONTRIB AND MATCH	181.97
		SOUTHERN COMPUTER WAREHOUSE	4700 INK CARTRIDGES	22.29
			DOCKING STATION	148.68
		TML INTERGOVERNMENTAL	FY15/16 WORKERS' COMP	200.59
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	495.60
			CONTRIBUTIONS	1,603.03
		VERIZON WIRELESS	CELL PHONE	263.97
			IPAD	37.99
		DAHILL	EQUIPMENT MAINTENANCE	55.28_
			TOTAL:	5,734.88
PUBLIC INFORMATION	GENERAL FUND	BREWMESUM COFFEE	COFFEE	10.87
		LINCOLN	LTD INSURANCE PREMIUMS	12.50
		OFFICE DEPOT CORPORATION	COPY PAPER	7.51
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	84.93
			FICA CONTRIBUTIONS AND MAT	34.69
			FICA CONTRIBUTIONS AND MAT	119.62
			MEDICARE CONTRIB AND MATCH	19.86
			MEDICARE CONTRIB AND MATCH	8.12
			MEDICARE CONTRIB AND MATCH	27.98
		SOUTHERN COMPUTER WAREHOUSE	4700 INK CARTRIDGES	31.21
		TML INTERGOVERNMENTAL	FY15/16 WORKERS' COMP	31.97
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	71.46
			CONTRIBUTIONS	246.38
		VERIZON WIRELESS	CELL PHONE	50.00_
			TOTAL:	757.10
HUMAN RESOURCES	GENERAL FUND	ASSURANT EMPLOYEE BENEFITS	DENTAL INSURANCE PREMIUMS	21.44
		BREWMESUM COFFEE	COFFEE	10.87
		FED EX	TWC INFORMATION LAURA	21.70

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
		TYLER TECHNOLOGIES, INC	APPLICANT TRACKING	767.88
			HR BASE PACKAGE	1,728.73
			POSITION CONTROL/BUDGETING	1,345.46
		LINCOLN	LTD INSURANCE PREMIUMS	7.62
			LTD-Sosa - Need Refund	16.00
		OFFICE DEPOT CORPORATION	COPY PAPER	26.29
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	64.62
			FICA CONTRIBUTIONS AND MAT	26.40
			FICA CONTRIBUTIONS AND MAT	46.39
			MEDICARE CONTRIB AND MATCH	15.11
			MEDICARE CONTRIB AND MATCH	6.18
			MEDICARE CONTRIB AND MATCH	10.85
		SOUTHERN COMPUTER WAREHOUSE	HP PRO 8620	181.69
			4700 INK CARTRIDGES	53.51
		TML INTERGOVERNMENTAL	FY15/16 WORKERS' COMP	54.17
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	70.21
			CONTRIBUTIONS	150.15
		VERIZON WIRELESS	CELL PHONE	0.00
		TEXAS CIVIL SERVICE REPORTER	CS UPDATE #45	98.00
		GALLAGHER BENEFIT SERVICES INC	ANNUAL CONSULTING FEE	12,000.00
		FIRST CHECK	CRIMINAL BACKGROUND CHECK	12.00
		CHRIS HARTUNG CONSULTING LLC	HARTUNG/HR SEARCH	2,000.00
		DAHILL	EQUIPMENT MAINTENANCE	55.28_
			TOTAL:	18,790.55
FINANCIAL SERVICES	GENERAL FUND	ASSURANT EMPLOYEE BENEFITS	DENTAL INSURANCE PREMIUMS	64.34
		BREWMESUM COFFEE	COFFEE	10.87
		GFOA	LAWLER RENEWAL 300153439	190.00
		TYLER TECHNOLOGIES, INC	ACCU SERVER MAINT 10.1.15-	767.88
			BASIC NETWORK SUPPORT SERV	1,329.37
			INVENTORY CONTROL	2,160.23
			PROJECT ACCOUNTING	2,485.89
			PURCHASE ORDERS	2,195.09
		LINCOLN	LTD INSURANCE PREMIUMS	53.35
		OFFICE DEPOT CORPORATION	COPY PAPER	37.56
		QUILL CORPORATION	951 XL CYAN	25.49
			940 XL CYAN	24.64
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	356.91
			FICA CONTRIBUTIONS AND MAT	145.79
			FICA CONTRIBUTIONS AND MAT	485.49
			MEDICARE CONTRIB AND MATCH	83.46
			MEDICARE CONTRIB AND MATCH	34.10
			MEDICARE CONTRIB AND MATCH	113.53
		SOUTHERN COMPUTER WAREHOUSE	4700 INK CARTRIDGES	98.10
		STAPLES ADVANTAGE	STENO PAD/RUBBER BANDS	19.30
			950 XL BLACK	32.58
		TML INTERGOVERNMENTAL	FY15/16 WORKERS' COMP	123.72
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	316.99
			CONTRIBUTIONS	1,057.60
		VERIZON WIRELESS	CELL PHONE	249.99
			MODEM	37.99
		V-QUEST OFFICE MACHINES & SUPPLIES, LT	BOXES/FOLDERS/STAPLES/CALE	181.59
		DAHILL	EQUIPMENT MAINTENANCE	55.28
			X-PHASER 4622	46.95_
			TOTAL:	12,784.08

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
MUNICIPAL COURT	GENERAL FUND	ASSURANT EMPLOYEE BENEFITS	DENTAL INSURANCE PREMIUMS	85.77
		ADT SECURITY SERVICES INC	ALARM SECURITY 109 W 5TH	177.00
		MATTHEW BENDER & CO. INC	LAW MANUAL STAFF-DC	51.44
		BRINKS, INC.	BRINKS-OCT 2015	554.14
			BRINKS-FUEL CHARGE	36.02
		TYLER TECHNOLOGIES, INC	COURT CASE MANAGEMENT	6,755.43
			COURTS ONLINE COMPONENT	100.00
			COURT INSITE TRANSACTION F	37.00
			COLLECTION AGENCY EXPORT I	731.31
			COURTS ONLINE COMPONENT	100.00
		LINCOLN	LTD INSURANCE PREMIUMS	37.87
		MAILFINANCE NEOPOST USA,INC	POSTAGE LEASE	145.65
		OFFICE DEPOT CORPORATION	LABELS	93.18
			TRIMMER	71.59
			LAMINATOR/POUCHES	108.49
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	304.21
			FICA CONTRIBUTIONS AND MAT	124.26
			FICA CONTRIBUTIONS AND MAT	428.93
			MEDICARE CONTRIB AND MATCH	71.14
			MEDICARE CONTRIB AND MATCH	29.07
			MEDICARE CONTRIB AND MATCH	100.32
		TAYLOR OFFICE EQUIPMENT C	COPIER AGREEMENT	84.17
		TMHRA	MEMBERSHIP TMHRA	75.00
		TML INTERGOVERNMENTAL	FY15/16 WORKERS' COMP	99.81
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	216.58
			CONTRIBUTIONS	747.75
		ATMOS ENERGY	NATURAL GAS-109 W 5TH	17.00
		VERIZON WIRELESS	CELL PHONE	87.99
		ZEE MEDICAL, INC.	MEDICAL SUPPLIES	17.50
		NUNEZ, REBECCA	TRAINING-TRANSPORTATION	303.08
		CONSTABLE MARTY RUBLE	WRT SERVICE-DUSTIN POPHAM	50.00
		CINTAS CORPORATION #86	MATS	11.09
			MATS	11.09
			MATS	11.09
			MATS	11.09_
			TOTAL:	11,886.06
DEVELOPMENT SERVICES	GENERAL FUND	ASSURANT EMPLOYEE BENEFITS	DENTAL INSURANCE PREMIUMS	42.90
			Van Til- Need Refund	21.44
		BREWMESUM COFFEE	COFFEE	10.87
		BUREAU VERITAS NORTH AMERICA, INC.	INSPECTIONS	9,947.54
		TYLER TECHNOLOGIES, INC	BUILDING PROJECTS ONLINE C	100.00
			PERMITS & INSPECTION MAINT	2,195.21
			BUILDING PROJECTS ONLINE C	100.00
		LINCOLN	LTD INSURANCE PREMIUMS	18.14
			LTD-VanTil (need Refund)	22.17
		OFFICE DEPOT CORPORATION	COPY PAPER	30.05
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	329.05
			FICA CONTRIBUTIONS AND MAT	134.41
			FICA CONTRIBUTIONS AND MAT	442.69
			MEDICARE CONTRIB AND MATCH	76.95
			MEDICARE CONTRIB AND MATCH	31.44
			MEDICARE CONTRIB AND MATCH	103.53
		SOUTHERN COMPUTER WAREHOUSE	4700 INK CARTRIDGES	588.57
		GREG LADNER DBA:	WEEDS-206 W 11TH ST	25.00
		TAYLOR DAILY PRESS	AD-NOTICE PUBLIC HEAR-ZAVA	43.45

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			AD-NOTICE PUBLIC MEETING	62.15
			NOTICE OF PUB MEETING-MAIN	62.15
			PUBLIC HEAR-DOAK WALKER	66.55
		TML INTERGOVERNMENTAL	FY15/16 WORKERS' COMP	200.35
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	281.08
			CONTRIBUTIONS	926.47
		VERIZON WIRELESS	CELL PHONE	100.00
			IPAD	37.99
		CHRIS HARTUNG CONSULTING LLC	HARTUNG/PLANNER TASK 2	2,000.00
			HARTUNG/DEPUTY BLDG OFFICI	275.00
		DAHILL	EQUIPMENT REPAIR	55.28
		GALLAGHER, JANET L	CONTRACT BUILDING OFFICIAL	3,867.50
		LUMPKIN, ASHLEY	TEXAS APA CONF-MEALS	14.76
			TEXAS APA CONF-LODGING	193.54_
			TOTAL:	22,406.23
MAIN STREET PROGRAM 00	GENERAL FUND	BREWMESUM COFFEE	COFFEE	10.86
		LINCOLN	LTD INSURANCE PREMIUMS	9.46
		MICHAEL C. PESCHEL	PA SYSTEM/CAR SHOW & SPOOK	1,000.00
		OFFICE DEPOT CORPORATION	COPY PAPER	7.51
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	66.32
			FICA CONTRIBUTIONS AND MAT	27.10
			FICA CONTRIBUTIONS AND MAT	93.42
			MEDICARE CONTRIB AND MATCH	15.51
			MEDICARE CONTRIB AND MATCH	6.34
			MEDICARE CONTRIB AND MATCH	21.85
		SOUTHERN COMPUTER WAREHOUSE	4700 INK CARTRIDGES	98.10
		TEXAS DOWNTOWN ASSOC.	TDA MEMBERSHIP	245.00
		TML INTERGOVERNMENTAL	FY15/16 WORKERS' COMP	22.45
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	55.80
			CONTRIBUTIONS	192.41
		VERIZON WIRELESS	CELL PHONE	50.00
		AMANDA'S HONEY POTS	PORTAPOTTIES FOR CAR SHOW	780.00
		A-A-A STORAGE N MAIN LLC	STORAGE UNIT RENT-DECORATI	1,450.00
		DAHILL	EQUIPMENT REPAIR	55.28
		ELLIOTT, MICHAEL PATRICK	MAIN ST CAR SHOW 2015-ELVI	500.00
		RUBY DEE & THE SNAKEHANDLERS	MAIN ST CAR SHOW-2015 ENTE	750.00
		BURCHFIELD, ADAM	MAIN ST CAR SHOW-THE OCTAV	900.00_
			TOTAL:	6,357.41
CD-MOODY MUSEUM	GENERAL FUND	ATMOS ENERGY	NATURAL GAS-114 W 9TH-MOOD	42.71
		VERIZON WIRELESS	MODEM	37.99_
			TOTAL:	80.70
PUBLIC LIBRARY	GENERAL FUND	ASSURANT EMPLOYEE BENEFITS	DENTAL INSURANCE PREMIUMS	128.65
		ADT SECURITY SERVICES INC	SECURITY-801 VANCE	295.12
		INDEPENDENT STATIONERS, INC	OFFICE SUPPLIES	59.42
		LINCOLN	LTD INSURANCE PREMIUMS	52.98
		MIDWEST TAPE	DVD's and Security clips	299.86
		OFFICE DEPOT CORPORATION	OFFICE SUPPLIES	159.55
		RECORDED BOOKS, INC.	RECORDED BOOKS	470.20
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	392.75
			FICA CONTRIBUTIONS AND MAT	160.42
			FICA CONTRIBUTIONS AND MAT	549.69
			MEDICARE CONTRIB AND MATCH	91.85
			MEDICARE CONTRIB AND MATCH	37.52

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			MEDICARE CONTRIB AND MATCH	128.56
		TAYLOR OFFICE EQUIPMENT C	COPIER AGREEMENT	53.14
		TML INTERGOVERNMENTAL	FY15/16 WORKERS' COMP	143.00
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	335.36
			CONTRIBUTIONS	1,156.39
		VERIZON WIRELESS	CELL PHONE	50.00
		WAL-MART COMMUNITY/GEMB	OFFICE SUPPLIES	51.24
		CENGAGE LEARNING INC	BOOKS	22.49
			TOTAL:	4,638.19
FIRE DEPARTMENT	GENERAL FUND	ASSURANT EMPLOYEE BENEFITS	DENTAL INSURANCE PREMIUMS	428.91
			Smith, R- need refund	21.44
		AUGUST INDUSTRIES INC.	ANNUAL SERVICE	649.18
		EKISS, LAURENCE P.	TRAINING-MEALS	105.00
		FED EX	FIRE SHIPPING	61.20
		LINCOLN	LTD INSURANCE PREMIUMS	270.14
			LTD-Smith, R (need refund)	9.05
			LTD-FD net different from	10.04-
		MY-LOR, INC	IDs, LOCKER PLATES, KNOX,	66.75
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	1,988.05
			FICA CONTRIBUTIONS AND MAT	812.03
			FICA CONTRIBUTIONS AND MAT	2,913.75
			MEDICARE CONTRIB AND MATCH	464.95
			MEDICARE CONTRIB AND MATCH	189.92
			MEDICARE CONTRIB AND MATCH	681.45
		SAM'S CLUB DIRECT	SUPPORT GROUP/RESCUE TRUCK	34.62
		TAYLOR OFFICE EQUIPMENT C	COPIER AGREEMENT	77.43
		TEXAS COMMISSION ON FIRE PROTECTION	CLAYTON TAYLOR EXAM FEE	85.00
		TML INTERGOVERNMENTAL	FY15/16 WORKERS' COMP	4,608.99
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	1,759.26
			CONTRIBUTIONS	6,290.01
		TIME WARNER CABLE	CABLE	129.39
		VERIZON WIRELESS	CELL PHONE	349.99
			MIFI/AIRCARDS	417.89
			AIRCARD	37.99
		WILLIAMSON COUNTY AUDITOR'S OFFICE	1ST QUARTERLY PAYMENT	1,998.36
		WITMER PUBLIC SAFETY GROUP, INC	TAYLOR ID DECALS	130.00
		C C CREATIONS	PLAQUE FOR FIREFIGHTER MEM	26.19
		COPELAND, ROBERT C.	TRAINING-MEALS (FRISCO FIR	105.00
			TRAINING-MEALS-HURST TEXAS	105.00
		TEXAS CIVIL SERVICE REPORTER	SUBSCRIPTION UPDATE	98.00
		MISSION RESTAURANT SUPPLY	ICE MACHINE	165.00
			ICE MACHINE	165.00
		MUNICIPAL EMERGENCY SERVICES, INC	NEW TRUCK PART - CAP 5" ST	49.48
		D E WILLIAMS SHIELDS	HELMUT IDENTIFIERS	426.00
			CREDIT-TURNOUT GEAR-P CARD	426.00-
			TOTAL:	25,284.38
POLICE DEPARTMENT	GENERAL FUND	ASSURANT EMPLOYEE BENEFITS	DENTAL INSURANCE PREMIUMS	707.58
			Philpott- need refund	21.44
			Ramsey- Need refund	21.44
			Urban - need refund	21.44
		AMERICAN MESSAGING SERVICES, LLC	PAGERS	16.90
		MATTHEW BENDER & CO. INC	TRAFFIC LAW BOOKS	181.90
		BREWMESUM COFFEE	BREAKROOM SUPPLIES	176.00
		DPS GEN SERVICES BUREAU	20 ALCOHOL BLOOD TEST KITS	130.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		GEORGENS, DON	TRAINING-MEALS	151.00
		GLOBAL SATELLITE COMMUNICATIONS	SATELLITE PHONE	58.37
			SATELLITE PHONE	58.45
		LEADSONLINE LLC	RENEW LEADS ONLINE CONTRAC	1,908.00
		LINCOLN	LTD INSURANCE PREMIUMS	388.82
			LTD-Rounding	0.08
			LTD-Philpott need Refund	12.44
			LTD-Ramsey - need refund	20.28
			LTD-Urban (need refund)	12.77
		MILLER UNIFORM & EMBLEMS	NEWELL CLASS A UNIFORM	85.50
			CADET JOHNSON UNIFORM	85.50
			BRANSON CMDR. UNIFORMS	490.79
		OFFICE DEPOT CORPORATION	OFFICE SUPPLIES	277.48
			OFFICE SUPPLIES	294.55
			OFFICE PAPER	299.92
			OFFICE SUPPLIES	239.90
			OFFICE SUPPLIES	14.99
		PITNEY BOWES	POSTAGE MACHINE POSTAGE	270.99
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	5,520.83
			FICA CONTRIBUTIONS AND MAT	2,255.00
			FICA CONTRIBUTIONS AND MAT	3,853.44
			MEDICARE CONTRIB AND MATCH	1,291.13
			MEDICARE CONTRIB AND MATCH	527.37
			MEDICARE CONTRIB AND MATCH	901.19
		TML INTERGOVERNMENTAL	FY15/16 WORKERS' COMP	7,292.83
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	4,766.68
			CONTRIBUTIONS	8,361.74
		TIME WARNER CABLE	OCT INTERNET SERVICE	332.44
			INTERNET SERVICE-500 S MAI	332.44
		VERIZON WIRELESS	CELL PHONE	550.00
			AIRCARDS	607.90
		WAL-MART COMMUNITY/GEMB	10 TUBS FOR UNIFORM CLOSET	64.40
		WILLIAMSON COUNTY AUDITOR'S OFFICE	1ST QTR. 2016 RADIO COM.	4,150.44
		ON TECHOLOGY CONSULTANTS	OCTOBER IT SERVICE	1,967.85
			TONER FOR DISPATCH	225.00
			DELL DOCKING STATION	120.00
		SYMBOLARTS, LLC	JOHNSON'S BADGE	95.00
		BURRELL PRINTING COMPANY, INC	BRANSON BUSINESS CARDS	80.00
		CUSTOM BADGE & PATCH DESIGN	100 SHOULDER PATCHES	190.00
		TEXAS POLICE ASSOCIATION	E.ROUSAR FTO TRAINING	100.00
		COBRA COMMUNICATIONS, LLC	UPS BOX REBUILD	135.00
			TOTAL:	49,667.21
ANIMAL CONTROL	GENERAL FUND	ASSURANT EMPLOYEE BENEFITS	DENTAL INSURANCE PREMIUMS	21.44
		LINCOLN	LTD INSURANCE PREMIUMS	9.52
		NANCY'S KEYS LOCKS & MORE	LOCK REPAIR AND SERVICE	121.95
		OFFICE DEPOT CORPORATION	CLEANING SUPPLIES	148.51
			CLEANING SUPPLIES	33.75
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	215.49
			FICA CONTRIBUTIONS AND MAT	88.02
			FICA CONTRIBUTIONS AND MAT	200.47
			MEDICARE CONTRIB AND MATCH	50.39
			MEDICARE CONTRIB AND MATCH	20.59
			MEDICARE CONTRIB AND MATCH	46.89
		TML INTERGOVERNMENTAL	FY15/16 WORKERS' COMP	478.54
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	137.24

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			CONTRIBUTIONS	298.79
		TRACTOR SUPPLY COMPANY	TARPS FOR TEMP KENNELS	177.93
			BOTTLE FEEDING SUPPLIES	15.97
		VERIZON WIRELESS	CELL PHONE	150.00_
			TOTAL:	2,215.49
STREETS & GROUND MAINT	GENERAL FUND	ASSURANT EMPLOYEE BENEFITS	DENTAL INSURANCE PREMIUMS	214.40
			Adams- need refund	21.44
		R LOPEZ ENTERPRISES INC	S SCAPES/IRRIG REPAIRS 182	42.00
			LIBRARY/IRRIG REPAIRS 1824	10.00
			MOODY/IRRIG REPAIR 18243	35.00
			AQUATICS/GROUNDS MAINT 182	449.40
			S SCAPES/GROUNDS MAINT 182	1,190.00
		CONSTRUCTION RENT-A-FENCE INC	1424 N MAIN/TEMP FENCE 56	101.25
		EVINS TEMPORARIES, INC.	ST,GR/1 TEMP 9/28-10/2/15	277.20
			ST,GR/1 TEMP 10/5-10/9/15	283.50
			ST,GR/1 TEMP 10/12-10/16/1	277.20
		GULF COAST PAPER CO. INC.	1424 N MAIN/TP 1024107	35.00
			1424 N MAIN/16 OZ CUPS 102	44.47
		LINCOLN	LTD INSURANCE PREMIUMS	113.04
			LTD-Tschoerner/Gonzales di	1.01-
		MOSS & MOSS INC. #4000	ST,GR/CREDIT 100115	40.00-
			ST,GR/LOCK & CHAIN 21298	20.43
			ST,GR/KEYS 21523	21.32
			ST,GR/TWINE,PINE CLEANER 2	29.26
			ST,GR/PINE CLEANER 26073	133.78
		OFFICE DEPOT CORPORATION	ST,GR/FOLDERS,S BOXES 5230	54.80
			ST,GR/FOLDERS 523002	9.74
			ST,GR/PHONE CALL PADS 5230	15.19
			D THOMAS/PRINT CARTS 57100	55.56
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	815.98
			FICA CONTRIBUTIONS AND MAT	333.29
			FICA CONTRIBUTIONS AND MAT	1,237.20
			MEDICARE CONTRIB AND MATCH	190.83
			MEDICARE CONTRIB AND MATCH	77.95
			MEDICARE CONTRIB AND MATCH	289.35
		TAYLOR DAILY PRESS	1424 N MAIN/PAPER SUBSCRIP	65.00
		TAYLOR OFFICE EQUIPMENT C	COPIER AGREEMENT	22.20
		TML INTERGOVERNMENTAL	FY15/16 WORKERS' COMP	5,209.30
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	693.75
			CONTRIBUTIONS	2,573.37
		TIME WARNER CABLE	INTERNET	121.48
		TRACTOR SUPPLY COMPANY	N OLMSTEAD/BOOTS,RAIN 3063	159.97
			C GONZALES/BOOTS 361828	84.99
			P FUESSEL/BOOTS 361870	93.49
		VERIZON WIRELESS	CELL PHONE	267.99
		WAL-MART COMMUNITY/GEMB	CITY CLEAN UP-DRINKS	80.72
		WILLIAMSON COUNTY GRAIN	ST,GR/DUCK FOOD 95282	60.00
		CINTAS CORPORATION #86	ST,GR/UNIFORMS 252738	66.37
			ST,GR/UNIFORMS 256036	157.47
			ST,GR/UNIFORMS 259290	74.97
			ST,GR/UNIFORMS 262549	163.87_
			TOTAL:	16,232.51
PARKS & RECREATION	GENERAL FUND	ASSURANT EMPLOYEE BENEFITS	DENTAL INSURANCE PREMIUMS	107.21
		ADT SECURITY SERVICES INC	MURPHY PL/SEC 10/14-1/13/1	211.23

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
		JIM McNABB INC DBA: ART	TENNIS CTS/SIGNS 37792	280.00
		BCT - #6014	M DEVITO/NAME BADGE 502222	11.15
		BETA TECHNOLOGY, INC	TRPSC/CLEAN & PAPER SUPP60	361.81
			TRPSC/CLEANING PROD 602815	210.00
		R LOPEZ ENTERPRISES INC	TRPSC/IRRIG REPAIR 18242	231.25
		EAGLE UNITED USA, INC DBA:	TRPSC/3 US, 3 TX FLAGS	414.40
		GRAINGER, W. W. INC.	TRPSC/FENCING 2001212	169.76
			COMM CLEAN UP/CONES,CONTAI	252.82
			TRPSC/MARKING PAINT 51183	62.40
			TRPSC/CABLE TIES 51183	69.40
			TRPSC/TIMERS 2076220	11.76
		JOSEPH DEAN GLOVER DBA:	TRPSC/BEES IN WATER METERS	60.00
		LINCOLN	LTD INSURANCE PREMIUMS	39.09
			LTD-Adams - need Refund	6.10
		MATERA PAPER CO INC	TRPSC/CLEANING SUPPLIES	825.25
		MOBILE MINI, INC	TRPSC/UNIT LEASE 10/3-11/1	102.00
		MOSS & MOSS INC. #5000	TRPSC/CREDIT 100115	70.68-
			COMMUNITY CLEAN UP/BUCKETS	106.01
			TRPSC/TOOLS 25762	20.91
			TRPSC/E OUTLETS 25762	29.74
		OFFICE DEPOT CORPORATION	P&R/2 PRINT CARTS 10981001	103.98
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	330.74
			FICA CONTRIBUTIONS AND MAT	135.10
			FICA CONTRIBUTIONS AND MAT	428.76
			MEDICARE CONTRIB AND MATCH	77.34
			MEDICARE CONTRIB AND MATCH	31.60
			MEDICARE CONTRIB AND MATCH	100.28
		TML INTERGOVERNMENTAL	FY15/16 WORKERS' COMP	973.19
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	290.83
			CONTRIBUTIONS	941.41
		TRACTOR SUPPLY COMPANY	TRPSC/ICE MACHINE REPAIRS	11.97
			TRPSC/2 BOOTS 360269	263.98
			TRPSC/6" NAILS 361418	13.49
			COMMUNITY CLEAN UP/PROPANE	10.08
		VERIZON WIRELESS	CELL PHONE	160.00
			IPAD	75.98
		WAYNE GING, JR DBA: WAYNE'S PLUMBING	BULL BRANCH/T & S REPAIRS	260.87
			BB RROOM/TOILET REP 8587	95.00
			ROBINSON/TOILET REPAIR 859	292.50
		ZEE MEDICAL, INC.	COMM CLEAN UP/GLOVES 3766	120.05
		EWING IRRIGATION PRODUCTS	TRPSC/IRRIG REPAIR PARTS52	274.74
		MCCOY'S BUILDING SUPPLY	TRPSC/MARK PAINT 5324950	18.49
		CINTAS CORPORATION #86	TRPSC/UNIFORMS 252743	47.35
			TRPSC/UNIFORMS 256041	47.35
			TRPSC/UNIFORMS 259295	38.76
		PEPSI BOTTLING COMPANY	TRPSC-PEPSI CONTRACT	1,839.65
			TRPSC-PEPSI CONTRACT	857.11
			TRPSC-PEPSI CONTRACT	828.97
			TRPSC-PEPSI CONTRACT	915.64
			TRPSC-PEPSI CONTRACT	1,683.14
			TRPSC-PEPSI CONTRACT	1,044.37
			TRPSC-PEPSI CONTRACT	849.76
			TRPSC-PEPSI CONTRACT	307.40
		REFRIGERATION ANYTIME LLC	TRPSC/ICE MACH REPAIR 1013	180.00
		SI PLAY LLC	ACCOUNT PLAN PREMIUM	299.00
			REGISTRATION FEE-DANEK,SHI	2.50

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			TOTAL:	17,462.99
INTERNAL SERVICES/BLDG	GENERAL FUND	ASSURANT EMPLOYEE BENEFITS	DENTAL INSURANCE PREMIUMS	80.41
		ADT SECURITY SERVICES INC	ALARM SYSTEM	161.31
		BREWMESUM COFFEE	COFFEE	10.87
		GULF COAST PAPER CO. INC.	LINERS/BOWL CLEANER/TOWELS	428.17
			1424 N MAIN/TOWELING102410	89.62
			1424 N MAIN/ROLL TOWEL 102	20.39
		HOME DEPOT CREDIT SERVICES	STUDS/DRYWALL - CITY HALL	99.65
			LUMBER/TAPE/SCREWS-VAULT	73.12
			AIR GRILL/REFRIGERATOR-AIR	154.74
			CREDIT EXT WAND	17.04-
			DUST MOPS	35.05
			CHARGER WAND	145.74
		JOSEPH DEAN GLOVER DBA:	PESTICIDE	145.00
		KELLY D. KRUSE	BULBS	179.70
			BULBS	110.85
			BALLAST BULBS	45.80
			REPLACE FIXTURE-CITY HALL	225.75
			BULBS	59.90
			INSTALL EMERGENCY LT-CITY	109.95
			REMOVE & REINST EXH FAN-ST	105.00
			PIPE-AIRPORT	60.97
		LINCOLN	LTD INSURANCE PREMIUMS	39.70
		MATERA PAPER CO INC	HAND SOAP/GLOVES/MISTERS	198.72
			TOWELS	142.61
		MOSS & MOSS INC. #6000	KEYS	7.00
			SPRAY NOZZLE-LIBRARY	3.71
			CAULK/SEALANT	29.55
			PLUNGER	6.50
			SCREWS	4.64
			PADLOCKS	24.61
			KEYS-AIRPORT	4.25
			TAPE-LIBRARY	28.81
			CUTTWHEEL/ANNEX	19.02
			ROOF CEMENT	35.37
		MOSS & MOSS INC. #8000	CLEANING SUPPLIES	18.84
		MAILFINANCE NEOPOST USA,INC	POSTAGE LEASE	581.55
		OFFICE DEPOT CORPORATION	COPY PAPER	4.51
		MIMMS, RONNIE A DBA ALL AREA OVERHEAD	REPLACED DOOR OPENER-STA 1	1,273.00
			PROGRAM REMOTES-STA 1	149.00
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	260.27
			FICA CONTRIBUTIONS AND MAT	106.32
			FICA CONTRIBUTIONS AND MAT	378.88
			MEDICARE CONTRIB AND MATCH	60.86
			MEDICARE CONTRIB AND MATCH	24.87
			MEDICARE CONTRIB AND MATCH	88.61
		SOUTHERN COMPUTER WAREHOUSE	OTTERBOX	53.12
		TEXAS COMPTROLLER OF PUBLIC ACCOUNTS	COOP PROGRAM	100.00
		TAYLOR FIRE & SAFETY	ANNUAL FIRE INSPECTION	2,200.00
		TML INTERGOVERNMENTAL	FY15/16 WORKERS' COMP	645.70
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	224.73
			CONTRIBUTIONS	800.22
		ATMOS ENERGY	NATURAL GAS-307 FERGUSON	42.71
			NATURAL GAS-400 PORTER	50.96
		VERIZON WIRELESS	CELL PHONE	96.29

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			MIFI	37.99
		VIC'S HEAT & AIR	REPLACED BATTERY-P0LICE	89.50
		WAYNE GING, JR DBA: WAYNE'S PLUMBING	REPAIRED LEAK-AIRPORT	114.75
		ZEE MEDICAL, INC.	MEDICAL SUPPLIES	121.95
		SPARKLETTS & SIERRA SPRINGS	COOLER RENTAL	43.75
		CINTAS CORPORATION #86	MATS	66.92
			MATS	63.22
			MATS	66.92
			MATS	63.22
		REFRIGERATION ANYTIME LLC	CLEANED & CHANGED FILTER	225.00_
			TOTAL:	10,923.10
ENGINEERING & INSPECTI	GENERAL FUND	ASSURANT EMPLOYEE BENEFITS	DENTAL INSURANCE PREMIUMS	21.44
		LINCOLN	LTD INSURANCE PREMIUMS	10.50
		RISE SKYBEAM/JAB BROADBAND INC.	INTERNET-303 AIRPORT RD	64.95
		SLEDGE ENGINEERING	SEPT 2015 MONTHLY RETAINER	2,350.00
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	78.59
			FICA CONTRIBUTIONS AND MAT	32.11
			FICA CONTRIBUTIONS AND MAT	100.52
			MEDICARE CONTRIB AND MATCH	18.38
			MEDICARE CONTRIB AND MATCH	7.51
			MEDICARE CONTRIB AND MATCH	23.51
		TML INTERGOVERNMENTAL	FY15/16 WORKERS' COMP	54.42
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	66.13
			CONTRIBUTIONS	207.03
		VERIZON WIRELESS	CELL PHONE	50.00_
			TOTAL:	3,085.09
INTERNAL SVC/ I T DEPT	GENERAL FUND	ASSURANT EMPLOYEE BENEFITS	DENTAL INSURANCE PREMIUMS	21.44
		LINCOLN	LTD INSURANCE PREMIUMS	10.24
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	58.39
			FICA CONTRIBUTIONS AND MAT	23.85
			FICA CONTRIBUTIONS AND MAT	84.20
			MEDICARE CONTRIB AND MATCH	13.65
			MEDICARE CONTRIB AND MATCH	5.58
			MEDICARE CONTRIB AND MATCH	19.69
		SOUTHERN COMPUTER WAREHOUSE	PORT SWITCH	140.56
		TML INTERGOVERNMENTAL	FY15/16 WORKERS' COMP	23.67
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	58.56
			CONTRIBUTIONS	201.91
		TIME WARNER CABLE	INTERNET	261.08
		VERIZON WIRELESS	CELL PHONE	50.00
		ON TECHOLOGY CONSULTANTS	IT CONSULTING	1,468.75
		ACC BUSINESS	INTERNET	1,817.04_
			TOTAL:	4,258.61
NON-DEPARTMENTAL	GENERAL FUND	BROOKSHIRE INS AGENCY INC	DIANA MCMAHON NOTARY BOND	71.00
		CNA SURETY	BLANKET	389.75
		TML INTERGOVERNMENTAL	FY15/16 ERRORS & OMISSIONS	1,431.61
			FY15/16 GENERAL LIABILITY	954.95
			FY15/16 LAW ENFORCEMENT LI	3,254.75
			LIABILITY ADJ (AUG 15 DEDT	300.00
			FY15/16 CRIME PUB EMP DIS	292.75
			FY15/16 CRIME THEFT	178.25
			FY15/16 REAL & PERS PROP	5,166.13
			FY15/16 LIAB EQUITY RETURN	612.50-

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			TOTAL:	11,426.69
LEASE PAYMENT T J C	TEXAS CAPITAL FUND	TEXAS DEPT OF AGRICULTURE	OCT 2015 LEASE PAYMENT	2,085.25_
			TOTAL:	2,085.25
CONTRIBUTE CIVIC PROGR	MAIN STREET REVENU	RAVE PROPERTY MANAGEMENT FOR RICHARD &	#8 OF 12 RUGGED VINTAGE DE	669.24
			#9 OF 12-RUGGED VINTAGE DE	381.26
		QUINN, J PATRICK DBA MAIN STREET CENTE	#3 OF 12 PLAIN JANES ON MA	400.00
			#4 OF 12-PLAIN JANES ON MA	400.00
		RICHARDS, JOSHUA DBA WOODSMAN INC.	#7 OF 12 RED RIDER STUDIOS	708.00
			#8 OF 12-RED RIDER STUDIO	626.56
		ZUNIGA, RICARDO	#2 OF 12 TEXFIT TRAINING C	750.00
			#3 OF 12-TEXFIT TRAINING C	750.00
		TIMMERMAN & BOHLS, LLC	#2 OF 12 THE SUMMER HOUSE	400.00
			#3 OF 12-THE SUMMER HOUSE	400.00
		PIERCE, CHISUM ARMSTRONG	#5 OF 12 LUCKY DUCK CAGE	750.00
			#6 OF 12-LUCKY DUCK CAFE	750.00
		TRUEX, STEPHEN	#3 OF 12 CHUCK & HOPPY'S	750.00
			#3 OF 12 WESLEY WEST ARCHI	175.00
			#4 OF 12-CHUCK & HOPPY'S	750.00
			#4 OF 12-WESLEY WEST ARCHI	175.00
		CWMRY BOYD II LLC	#4 OF 12 R&G WINDOW CLEANI	430.00
			#5 OF 12 RAG @ 120 ART	100.00
			MAIN ST RENT ASST-WESTLUND	76.68
			#5 OF 12-R&G WINDOW CLEANI	430.00
			#6 OF 12 TAG@120 ART	100.00
			#11 OF 12-WESTLUND PIANO	67.85
		JEZEK, SARAH ANN	#3 OF 12 MATCHETT AUTOMOTI	500.00
			#4 OF 12-MATCHETT AUTOMOTI	500.00_
			TOTAL:	11,039.59
LIBRARY	LIBRARY GRANT/DONA	OVERDRIVE, INC	DIGITAL E-BOOKS	3,000.00
		TRI-POINT REFRIGERATION, INC.	ICE MAKER	1,877.03_
			TOTAL:	4,877.03
AMY YOUNG BARRIER REMO	GENERAL CAPITAL IM	LANGFORD COMMUNITY MGMT	1301 THOMAS LANGFORD	2,824.50
		ON-CALL MANAGEMENT SERVICES, INC	AYBR 2 - 2301 THOMAS	13,450.00_
			TOTAL:	16,274.50
HWY 95 BIKE/PEDESTRIAN	GENERAL CAPITAL IM	SLEDGE ENGINEERING	TXDOT HWY 95 TRAILS	2,320.00_
			TOTAL:	2,320.00
TUF STUDY 2015	GENERAL CAPITAL IM	SLEDGE ENGINEERING	TUF STUDY 2015	4,650.00_
			TOTAL:	4,650.00
PAVEMENT MANAGEMENT	GENERAL CAPITAL IM	SLEDGE ENGINEERING	2013 PVMT MGMT	550.00_
			TOTAL:	550.00
TP&W CROSS TOWN TRAILS	GENERAL CAPITAL IM	SLEDGE ENGINEERING	TPW TRAILS	500.00_
			TOTAL:	500.00
HOME PROGRAM 2012-0038	GENERAL CAPITAL IM	LONGHORN TITLE CO., INC.	MODIFY ENDORSE-143 2ND AVE	136.00
		TX DEPT OF HOUSING & COMMUNITY AFFAIRS	HOME PROGRAM APPLICATION F	30.00_
			TOTAL:	166.00
NON-DEPARTMENTAL	PUBLIC UTILITIES F	AFLAC	AFLAC PREMIUMS	511.38

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		ASSURANT EMPLOYEE BENEFITS	DENTAL INSURANCE PREMIUMS	431.98
		ENRIQUEZ, BIANCA %TX CHILD SUPPORT SDU	01-0186 DANIEL JACOB GARCI	254.62
			01-0186 DANIEL JACOB GARCI	104.00
			01-0186 DANIEL JACOB GARCI	358.62
		NATIONWIDE RETIREMENT SOLUTIONS	EMPLOYEE CONTRIBUTIONS	85.20
			EMPLOYEE CONTRIBUTIONS	34.80
			EMPLOYEE CONTRIBUTIONS	120.00
		PRE-PAID LEGAL SERVICES, INC. DBA LEGA	PRE-PAID LEGAL PREMIUMS	67.75
		CITIZENS NATIONAL BANK	FEDERAL WITHHOLDING	1,919.93
			FEDERAL WITHHOLDING	784.21
			FEDERAL WITHHOLDING	2,610.13
			FICA CONTRIBUTIONS AND MAT	1,416.82
			FICA CONTRIBUTIONS AND MAT	578.71
			FICA CONTRIBUTIONS AND MAT	1,935.62
			MEDICARE CONTRIB AND MATCH	331.36
			MEDICARE CONTRIB AND MATCH	135.35
			MEDICARE CONTRIB AND MATCH	452.70
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	683.11
			CONTRIBUTIONS	2,304.09
		UNUM LIFE INS CO OF AMERI	LIFE INSURANCE PREMIUMS	190.64
			LIFE INSURANCE PREMIUMS	190.64
			TOTAL:	15,501.66
UTILITIES ADMINISTRATI	PUBLIC UTILITIES F	ASSURANT EMPLOYEE BENEFITS	DENTAL INSURANCE PREMIUMS	128.66
		BREWMESUM COFFEE	COFFEE	10.87
		BRINKS, INC.	BRINKS-OCT 2015	554.14
			BRINKS OCT 2015 F/C	36.02
		HD SUPPLY WATERWORKS	NEPTUNE MAINTENANCE	2,930.03
		TYLER TECHNOLOGIES, INC	NEP UTIL HANDHELD METER/RE	623.13
			INCODE TOP FORMS OVERLAY M	1,364.90
			UT BILLING ONLINE COMPONEN	220.00
			WEBSITE MONTHLY FEE	50.00
			UT BILLING INSITE TRANS FE	2,292.50
			UT BILLING ONLINE COMPONEN	220.00
			WEBSITE MONTHLY SUPPORT	50.00
		INDEPENDENT STATIONERS, INC	OFFICE SUPPLIES-UB	295.42
			TONER	99.95
			CALCULATOR	58.91
			OFFICE SUPPLIES	121.91
		LINCOLN	LTD INSURANCE PREMIUMS	50.26
		MVBA LAW FIRM	19-1183-04 GIBSON	8.50
			02-0830-01 MEISKE	60.90
			14-0640-09 TANDY	6.55
			13-0320-01 STEGER	41.84
		MOSS & MOSS INC. #3000	GATE VALVE & SEALANT	44.16
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	345.08
			FICA CONTRIBUTIONS AND MAT	140.95
			FICA CONTRIBUTIONS AND MAT	469.62
			MEDICARE CONTRIB AND MATCH	80.70
			MEDICARE CONTRIB AND MATCH	32.97
			MEDICARE CONTRIB AND MATCH	109.83
		STAPLES ADVANTAGE	TONER - UB	252.64
		TAYLOR OFFICE EQUIPMENT C	COPIER AGREEMENT	59.52
		TML INTERGOVERNMENTAL	FY15/16 WORKERS' COMP	446.82
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	290.08
			CONTRIBUTIONS	996.03

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
		VERIZON WIRELESS	CELL PHONE	150.00
			CELL PHONE	20.00_
			TOTAL:	12,662.89
WASTEWATER TREATMENT	PUBLIC UTILITIES F	ASSURANT EMPLOYEE BENEFITS	DENTAL INSURANCE PREMIUMS	64.33
		AQUA-TECH LABORATORIES-AQ	SEPT 2015 ANALYSIS	1,050.00
		HACH COMPANY	PETRI DISH W/PADS	321.84
		CHEMSEARCH DIVISION	LATEX GLOVES	179.00
		LINCOLN	LTD INSURANCE PREMIUMS	25.97
		MANTEK DIVISION	RED TOWELS, WIPEALLS	595.14
		PARKSON CORPORATION	TRUNNION WHEEL ASSEMBLY	1,159.02
		RISE SKYBEAM/JAB BROADBAND INC.	INTERNET-100 OUR LADY GUAD	64.95
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	205.17
			FICA CONTRIBUTIONS AND MAT	83.81
			FICA CONTRIBUTIONS AND MAT	284.52
			MEDICARE CONTRIB AND MATCH	47.98
			MEDICARE CONTRIB AND MATCH	19.61
			MEDICARE CONTRIB AND MATCH	66.55
		STENCE ELECTRIC	WAS PUMPS REPAIR	285.00
		TML INTERGOVERNMENTAL	FY15/16 WORKERS' COMP	477.57
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	174.74
			CONTRIBUTIONS	593.36
		TX COMMISSION ON ENVIRONMENTAL QUALITY	TX COMMISSION ON ENVIRONME	200.00
		TAYLOR ARMATURE WORKS	FLOOD DAMAGE-RECONDITIONIN	473.15
		VERIZON WIRELESS	CELL PHONE	100.00
		WAL-MART COMMUNITY/GEMB	OIL, BLEACH	91.33
		USA BLUEBOOK; INC. DBA	BUFFERS, CHARTS	313.40
		RICHARD REYES	CONCRETE CURB	600.00
		CINTAS CORPORATION #86	CINTAS CORPORATION #86	27.57
			UNIFORMS	27.57
			CINTAS CORPORATION #86	27.57
			CINTAS CORPORATION #86	27.13_
			TOTAL:	7,586.28
DISTRIBUTION/COLLECTIO	PUBLIC UTILITIES F	ASSURANT EMPLOYEE BENEFITS	DENTAL INSURANCE PREMIUMS	278.77
		SPOK, INC	PAGERS	14.13
		B2O & ASSOCIATES, INC.	CAMERA REPAIR	479.80
		CITY OF ROUND ROCK	BAC-T'S	300.00
		DEPT OF STATE HEALTH SERVICES	TESTING	415.40
		HD SUPPLY WATERWORKS	CITRI CON, PASSAGE V PLUS	1,301.71
			DOUBLE DUTY BLOCKS	1,359.71
		O'REILLY AUTOMOTIVE, INC.	FLOOR JACK	54.99
			WRENCH	116.99
		JERRY FARMER'S GRASS SALE	2 PALLETS ST. AUGUSTINE	270.00
		CHEMSEARCH DIVISION	LATEX GLOVES	179.00
		LINCOLN	LTD INSURANCE PREMIUMS	115.64
			LTD-Clawson- diff from inv	0.08-
		MANTEK DIVISION	GLOVES, RED TOWELS	554.68
		MOSS & MOSS INC. #3000	BRUSH, REP KIT, SANDPAPER,	59.96
			KEY TAGS	6.32
			PVC CUTTER	37.19
			BULB	16.73
			SCOOP, RAKE	35.09
			CUTTING WHEEL	7.42
		OFFICE DEPOT CORPORATION	PAPER, INK	214.15
		POPE MATERIALS INC	100 TONS SANDY LOAM	1,400.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			FREIGHT- 3/8" STONE 150T	764.36
			FREIGHT - BASE 150 TONS	739.96
		SLEDGE ENGINEERING	SEPT 2015 MONTHLY RETAINER	2,350.00
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	866.56
			FICA CONTRIBUTIONS AND MAT	353.96
			FICA CONTRIBUTIONS AND MAT	1,181.48
			MEDICARE CONTRIB AND MATCH	202.66
			MEDICARE CONTRIB AND MATCH	82.79
			MEDICARE CONTRIB AND MATCH	276.32
		TEXAS CRUSHED STONE CO.	150 TONS 3/8" CRUSHED STO	1,670.29
			150 TONS SUPER FLEX BASE	829.03
		TML INTERGOVERNMENTAL	FY15/16 WORKERS' COMP	2,585.01
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	781.37
			CONTRIBUTIONS	2,613.90
		TRACTOR SUPPLY COMPANY	BOOTS- T. CRISP	99.99
			RUBBER BOOTS-J SCHMIDT	19.99
			BOOTS-M. BUNTON	129.99
		ATMOS ENERGY	1200 N. MAIN-NATURAL GAS	75.07
		VERIZON WIRELESS	CELL PHONE	350.00
			MIFI	113.97
			IPAD	37.99
		VULCAN CONSTRUCTION MATERIALS, LP DBA:	ST,GR/5 LOADS CC	1,921.28
			ST,GR/5 LOADS CC	7,617.38
		WAL-MART COMMUNITY/GEMB	CHLORINE SAFETY LUNCH	120.16
		GOLDEN CHICK	GOLDEN CHICK	56.14
		RICHARD REYES	601 RIO GRANDE SIDEWALK	800.00
		SCHMIDT, JOHN	BOOTS - JOHN SCHMIDT REIMB	83.98
		CINTAS CORPORATION #86	CINTAS CORPORATION #86	89.71
			UNIFORMS	89.71
			CINTAS CORPORATION #86	89.71
			CINTAS CORPORATION #86	90.15
		CHEM EQUIP	NORTH PUMP STATION REPAIR	370.00
		VIKING FENCE COMPANY, LTD	FLOOD***SHOP FENCE	895.00_
			TOTAL:	35,565.51
UTILITIES NONDEPARTMEN	PUBLIC UTILITIES F	BRAZOS RIVER AUTHORITY	OCT 2015 TREATED WATER	133,210.29
		CNA SURETY	NOTARY E/O POLICY	16.25
		TML INTERGOVERNMENTAL	FY15/16 ERRORS & OMISSIONS	1,680.11
			FY15/16 GENERAL LIABILITY	576.28
			FY15/16 REAL & PERS PROP	3,785.98_
			TOTAL:	139,268.91
NON-DEPARTMENTAL	AIRPORT FUND	CITIZENS NATIONAL BANK	FEDERAL WITHHOLDING	95.68
			FEDERAL WITHHOLDING	39.09
			FEDERAL WITHHOLDING	123.49
			FICA CONTRIBUTIONS AND MAT	70.21
			FICA CONTRIBUTIONS AND MAT	28.69
			FICA CONTRIBUTIONS AND MAT	79.27
			MEDICARE CONTRIB AND MATCH	16.42
			MEDICARE CONTRIB AND MATCH	6.71
			MEDICARE CONTRIB AND MATCH	18.54
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	32.39
			CONTRIBUTIONS	89.51_
			TOTAL:	600.00
AIRPORT OPERATIONS DEP	AIRPORT FUND	AVFUEL CORP.	100LL 5881 GALLONS	17,912.32

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			JET A FUEL	11,052.64
		LINCOLN	LTD INSURANCE PREMIUMS	8.65
		OFFICE DEPOT CORPORATION	HEAVY DUTY TRASH BAGS	32.49
			BATHROOM TP	41.05
			BATHROOM TP	33.48
		RISE SKYBEAM/JAB BROADBAND INC.	INTERNET-303 AIRPORT RD	64.95
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	70.21
			FICA CONTRIBUTIONS AND MAT	28.69
			FICA CONTRIBUTIONS AND MAT	79.27
			MEDICARE CONTRIB AND MATCH	16.42
			MEDICARE CONTRIB AND MATCH	6.71
			MEDICARE CONTRIB AND MATCH	18.54
		TML INTERGOVERNMENTAL	FY15/16 AIRPORT LIABILITY	942.50
			FY15/16 ERRORS & OMISSIONS	129.51
			FY15/16 GENERAL LIABILITY	49.40
			FY15/16 REAL & PERS PROP	431.77
			FY15/16 WORKERS' COMP	25.62
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	59.08
			CONTRIBUTIONS	163.28
		VERIZON WIRELESS	CELL PHONE	100.00_
			TOTAL:	31,266.58
NON-DEPARTMENTAL	CEMETERY OPERATING	CITIZENS NATIONAL BANK	FEDERAL WITHHOLDING	86.62
			FEDERAL WITHHOLDING	35.39
			FEDERAL WITHHOLDING	138.39
			FICA CONTRIBUTIONS AND MAT	87.20
			FICA CONTRIBUTIONS AND MAT	35.62
			FICA CONTRIBUTIONS AND MAT	130.10
			MEDICARE CONTRIB AND MATCH	20.39
			MEDICARE CONTRIB AND MATCH	8.33
			MEDICARE CONTRIB AND MATCH	30.43
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	40.22
			CONTRIBUTIONS	146.89_
			TOTAL:	759.58
CEMETERY OPERATING DEP	CEMETERY OPERATING	ASSURANT EMPLOYEE BENEFITS	DENTAL INSURANCE PREMIUMS	42.88
		EVINS TEMPORARIES, INC.	CEM/1 TEMP 9/28-10/2/15 59	504.00
			CEM/1 TEMP 10/5-10/9/15 60	504.00
		LINCOLN	LTD INSURANCE PREMIUMS	12.83
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	87.20
			FICA CONTRIBUTIONS AND MAT	35.62
			FICA CONTRIBUTIONS AND MAT	130.10
			MEDICARE CONTRIB AND MATCH	20.39
			MEDICARE CONTRIB AND MATCH	8.33
			MEDICARE CONTRIB AND MATCH	30.43
		TAYLOR OFFICE PRODUCTS INC	CEM/RECEIPTS 805	96.00
		TML INTERGOVERNMENTAL	FY15/16 ERRORS & OMISSIONS	129.51
			FY15/16 GENERAL LIABILITY	16.47
			FY15/16 REAL & PERS PROP	10.37
			FY15/16 WORKERS' COMP	230.12
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	73.37
			CONTRIBUTIONS	267.96
		VERIZON WIRELESS	CELL PHONE	50.00
		CINTAS CORPORATION #86	CEM/UNIFORMS 252738	8.59
			CEM/UNIFORMS 256036	8.59
			CEM/UNIFORMS 259290	8.59

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			CEM/UNIFORMS 262549	8.59
		KNIPPA, DANIEL	CEM/OCT 4 REG, 1 ASHES 100	1,800.00_
			TOTAL:	4,083.94
NON-DEPARTMENTAL	FLEET SERVICES OPE	AFLAC	AFLAC PREMIUMS	103.46
		ASSURANT EMPLOYEE BENEFITS	DENTAL INSURANCE PREMIUMS	62.02
		NATIONWIDE RETIREMENT SOLUTIONS	EMPLOYEE CONTRIBUTIONS	7.10
			EMPLOYEE CONTRIBUTIONS	2.90
			EMPLOYEE CONTRIBUTIONS	10.00
		PRE-PAID LEGAL SERVICES, INC. DBA LEGA	PRE-PAID LEGAL PREMIUMS	0.00
		CITIZENS NATIONAL BANK	FEDERAL WITHHOLDING	283.48
			FEDERAL WITHHOLDING	115.79
			FEDERAL WITHHOLDING	418.22
			FICA CONTRIBUTIONS AND MAT	164.62
			FICA CONTRIBUTIONS AND MAT	67.25
			FICA CONTRIBUTIONS AND MAT	236.92
			MEDICARE CONTRIB AND MATCH	38.50
			MEDICARE CONTRIB AND MATCH	15.73
			MEDICARE CONTRIB AND MATCH	55.41
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	79.69
			CONTRIBUTIONS	280.49
		UNUM LIFE INS CO OF AMERI	LIFE INSURANCE PREMIUMS	28.26
			LIFE INSURANCE PREMIUMS	28.26_
			TOTAL:	1,998.10
FLEET SERVICES SECTION	FLEET SERVICES OPE	A-LINE AUTO PARTS LP	##503 RADIATOR CAP	3.37
			FLEET WINDSHIELD WASH	11.94
			#602 BATTERIES	104.02
			#329 ROTOR	90.44
			#328 AIR FILTER	10.22
			C1 FILTERS	61.88
			#37 AIR FILTER	30.85
			#328 OIL FILTER	4.21
			C1 WIPER BLADES	14.97
			#604 FILTERS	34.50
			U-JOINT	18.83
			#611 HUB	385.19
			#611 HUB	385.19
			WINDSHIELD WASH	11.94
			#604 SENSOR	57.83
			OIL ADDITIVE	49.12
			#22 HEADLAMP	21.00
			#610 HUB	385.19
			#607 SWITCH	4.79
			4 CYCLE FUEL #507A	95.00
			#518 HYDRAULIC FLUID	49.27
			FLEET OIL	82.62
			HYDRAULIC FLUID	38.39
			SPARK PLUGS/FIRE CUTSAW	7.76
			#609 SWITCH	29.37
			BOTTLE JACKS	106.58
			OIL-POLICE CAPRICE	16.92
			#607 OIL	123.93
			#607 COOLANT	65.04
			#607 WINDSHIELD WASH	3.98
			OIL-POLICE CAPRICE	101.52

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			#269 OIL	20.64
			OIL	19.76
			BODY ASSY	190.56
			SWITCH	12.74
			#313 ARM	45.29
			#611 SEAL	22.30
			#19 WIPER BLADE	9.98
			#511 WIPER BLADES	9.98
			#511 SWITCH	4.99
			STOCK	4.99
		ASSURANT EMPLOYEE BENEFITS	DENTAL INSURANCE PREMIUMS	42.88
		AIRGAS, INC.	CYLINDER RENTAL	379.72
		AUSTIN TURF & TRACTOR	FILTERS-TRPSC	125.73
			#719/#720 REPAIRS	1,030.26
		BATTERIES PLUS BLUBS #141	JUMPER BOX	49.95
		IWORQ SYSTEMS, INC	MANAGEMENT SOFTWARE	1,908.00
		COUFAL-PRATER	ELECTRICAL CONNECTORS	5.20
			#551 OIL LINE FILTER	148.63
			#553 OIL LINE FILTER	38.12
			#547 BELT	37.98
			#551 SPRING PIN	130.80
			#547 SPINDLE/IDLER/BELT/BL	255.52
			#727 BRACKET	51.67
			#727 ROD	2.36
			#547 SCREWS	3.96
			#727 BALL JOINT	30.46
			REPLACED SPK PLUG/WATER PU	187.00
			SHARPEN CHAINSAW	189.61
		COVERT COUNTRY OF HUTTO	#617 KEYS	63.00
			#330 SEAL	215.26
		FLOYDCO INC	#617 TINT WINDOWS	120.00
		FREIGHTLINER OF AUSTIN	#607 FAN BELT	460.44
		GCR TIRES & SERVICE	Q1 TIRE MOUNT	130.05
			Q1 VALVE LEAKS	116.00
			Q1 REPLACED VALVE	91.00
			FLEET STOCK	662.98
			#603/#604 TIRES	880.88
			E2 REPAIR FLAT	138.45
			#550 TIRE	46.19
		HENNA CHEVROLET INC	#616 STEPS	595.00
			#609 CYLINDER/SWITCH	85.50
			#604 SEAL/MOUNT	212.75
			SEALS	22.00
			#269 WIPER BLADES	33.76
			#611 WIPERS BLADES	33.76
			#611 LAMP	103.04
		O'REILLY AUTOMOTIVE, INC.	#329 DISC PAD SET	64.12
			#607 FILTERS	65.57
			#607 FILTERS	35.03
		INTERSTATE BATT. N AUSTIN	#621 BATTERY	115.68
			#330 BATTERY	119.68
			#609 BATTERY	107.68
			#329 BATTERY	113.68
		LINCOLN	LTD INSURANCE PREMIUMS	25.43
		LONGHORN INTERNATIONAL TRUCKS, LTD	#565 FILTERS	184.74
		MOSS & MOSS INC. #8000	CHAIN/DEODORIZER	8.77

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			#609 KEYS	3.50
			DEODORIZER	4.99
			CORD	5.57
			CLOROX SPRAY	9.98
			#607 MISC HARDWARE	1.08
			AUGER BIT PIECES	61.36
		RDO EQUIPMENT CO	#35 BALL	182.87
			#623 PADS	396.56
			#620 NUTS	396.56
		RIATA FORD LTD	#329 SHAFT BEARING	294.70
			#328 HINGES	120.26
		SIDDONS FIRE APPARATUS	Q1 TIRE REPAIR	945.47
			LIGHT	34.22
			HANDLE	76.85
			FREIGHT	24.68
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	164.62
			FICA CONTRIBUTIONS AND MAT	67.25
			FICA CONTRIBUTIONS AND MAT	236.92
			MEDICARE CONTRIB AND MATCH	38.50
			MEDICARE CONTRIB AND MATCH	15.73
			MEDICARE CONTRIB AND MATCH	55.41
		TAYLOR AUTO ELECTRIC, INC	#604 SOLENOID	85.79
			#329 TURN ROTOR	170.58
		TAYLOR EQUIPMENT	#400 SOLENOID	137.51
			RIVET-KUBOTA MOWER	28.40
		TAYLOR FIRE & SAFETY	ANNUAL FIRE INSPECTION	23.50
		TERRY'S BODY SHOP INC	#616 INSTALL DECALS	48.00
			#604 HING PIN KIT	145.90
			#543 HING PIN KITS	291.80
		TML INTERGOVERNMENTAL	FY15/16 AUTOMOBILE LIABILI	3,999.25
			FY15/16 ERRORS & OMISSIONS	129.51
			FY15/16 GENERAL LIABILITY	49.40
			FY15/16 AUTO PHYS DAMAGE	4,116.25
			FY15/16 MOBILE EQUIPMENT	1,590.25
			FY15/16 REAL & PERS PROP	33.00
			FY15/16 WORKERS' COMP	527.84
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	145.38
			CONTRIBUTIONS	511.69
		TIRE CENTERS, LLC	Q1 TIRES	2,032.24
		TRACTOR SUPPLY COMPANY	JACKETS	109.98
		TEXAS FLEET FUEL, LTD.	FUEL	2,542.82
			FUEL	2,027.09
			FUEL	4,826.71
		VERIZON WIRELESS	CELL PHONE	100.00
			IPAD	37.99
		WAUKESHA-PEARCE IND. INC.	#518 O-RING	311.45
		DANIEL SCHNOOR TOOL CO	BREAKOUT BOX /AMP PROBE	535.99
		CINTAS CORPORATION #86	FLEET/UNIFORMS 252739	18.69
			FLEET/UNIFORMS 256037	18.69
			FLEET/UNIFORMS 259291	18.69
			FLEET/UNIFORMS 262550	18.69
		TAYLOR LUBE CENTER	#606 OIL CHANGE	44.98
		DEBORAH M HUNT, WILLIAMSON CTY TAX ASS	LICENSE TAGES	30.75
		INLAND TRUCK PARTS COMPANY	#607 U-JOINT	294.79
			TOTAL:	40,356.06

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
FLEET REPLACEMENT	FLEET REPLACEMENT	CITIZENS NTL BANK-CAPITAL EQUIP ACCT	CAP EQUIPMENT PAYMT NO 4	4,733.63
			CAP EQUIPMENT PAYMT NO 4	595.62
		GRAFIX SHOPPE	GRAPHICS FOR (3) NEW CARS	1,357.85
		JOHN DEERE FINANCIAL F.S.B.	020-0056894-002	4,194.81
			020-0056894-003	228.71
		SOUTHSIDE BANK	SOUTHSIDE BANK LOAN 207668	24,874.79
			SOUTHSIDE BANK LOAN 207668	3,939.91
		SANTANDER LEASING LLC	PAY #9	16,535.54
			CONTRACT 004-0002035-000	1,098.65_
			TOTAL:	57,559.51
NON-DEPARTMENTAL	POOLED CASH	JPMORGAN CHASE BANK NA	SEPTEMBER PCARDS	5,602.90
			SEPT 2015 PCARDS	2,777.76
			SEPT 2015(2) PCARDS	3,795.82_
			TOTAL:	12,176.48

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

100	GENERAL FUND	473,205.02
121	TEXAS CAPITAL FUND	2,085.25
123	MAIN STREET REVENUE FUND	11,039.59
129	LIBRARY GRANT/DONATION	4,877.03
162	GENERAL CAPITAL IMPROVEME	24,460.50
340	PUBLIC UTILITIES FUND	210,585.25
350	AIRPORT FUND	31,866.58
370	CEMETERY OPERATING FUND	4,843.52
382	FLEET SERVICES OPERATING	42,354.16
384	FLEET REPLACEMENT FUND	57,559.51
950	POOLED CASH	12,176.48
	GRAND TOTAL:	875,052.89

TOTAL PAGES: 20

10/31/15

Attachment C

Operating Funds Balance Sheets

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

BALANCE SHEET

AS OF: OCTOBER 31ST, 2015

100-GENERAL FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
======				
100-100-100	PETTY CASH	1,650.00		
100-100-102	CLAIM ON POOLED CASH	46,748.95		
100-100-105	MONEY MARKET @CNB #4260618	12,224.99		
100-100-108	TEXSTAR (NED) MOODY MUSEUM	243,631.36		
100-100-109	PRINCOR GEN FUND 6FR-139362	684,830.57		
100-100-110	TEXPOOL 78404; 2465300006	1,948,807.22		
100-100-113	MOODY TEXPOOL 2465300015	50,051.39		
100-120-100	PROPERTY TAXES RECEIVABLE	110,613.82		
100-120-103	MISC. ACCOUNTS RECEIVABLE	96,137.71		
100-120-120	SALES TAXES RECEIVABLE	450,226.52		
100-120-130	ACCTS RECEIVABLE GARBAGE	2,617.68		
100-120-250	DUE FROM FUND 350 FOR LOAN	50,800.00		
100-170-100	CURRENT YR RES FOR ENCUMBRANCE	(206,674.65)		
100-170-101	PRIOR YR RES FOR ENCUMBRANCE	69,365.99		
			3,561,031.55	
	TOTAL ASSETS			3,561,031.55
				==============
LIABILITIES				
===========				
100-200-110	ENCUMBERED PAYABLE GEN.	(206,674.65)		
100-200-111	PRIOR YEAR ENCUMBRANCE	69,365.99		
100-200-201	FEDERAL WITHHOLDING PAYABLE	(173.23)		
100-200-203	DEFERRED COMP PAYABLE	1,385.88		
100-200-210	CHILD SUPPORT PAYABLE	(92.31)		
100-200-212	UNUM LIFE INS PAYABLE	(209.05)		
100-200-213	ASSURANT DENTAL PAYABLE	1,946.26		
100-200-214	AFLAC PAYABLE	4,382.10		
100-200-216	CINCINNATI LIFE PAYABLE	28.71		
100-200-218	BLUE CHOICE PAYABLE	27.62		
100-200-219	SCOTT & WHITE HEALTH PAYABLE	25,369.94		
100-200-220	S&W PAYABLE 2001-2011	(9,793.98)		
100-200-222	PRE-PAID LEGAL PAYABLE	192.25		
100-200-228	MISC DEDUCTIONS PAYABLE	3.00		
100-200-229	MET LIFE DENTAL PAYABLE	(551.91)		
100-200-231	MEMBERSHIP/DUES PAYABLE	200.00		
100-200-232	COURT BOND REFUND PAYABLE	123.00		
100-200-233	OTHER A/P PENDING (AUDITOR)	(52,259.66)		
100-200-301	COURT COLLECTIONS	6,676.85		
100-200-500	DUE TO OTHER FUNDS	197,698.66		
100-200-502	DUE TO STATE/COURT FEES	7,746.51		
100-200-505	DUE TO OMNIBASE SERVICES INC	1,940.11		
100-200-507	DUE TO S&W/COBRA FROM OTHERS	8,880.18		
100-210-111	DUE TO I&S (TAX COLLECTIONS)	2,153.54		
100-240-100	DEFERRED TAX REVENUE	110,613.82		
100-240-101	UNCLAIMED FUNDS	12,115.79		
	TOTAL LIABILITIES		181,095.42	

BALANCE SHEET

AS OF: OCTOBER 31ST, 2015

100-GENERAL FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
EQUITY				
======				
100-260-113	ESCROW-BONDS POSTED-DEFENDENTS	450.00		
100-270-100	FUND BALANCE	3,662,743.99		
100-280-100	ASSIGNED FUND BALANCE	32,396.29		
	TOTAL BEGINNING EQUITY	3,695,590.28		
	TOTAL REVENUE	338,020.66		
	TOTAL EXPENSES	575,784.73		
	TOTAL INCREASE/(DECREASE) IN FUND BAL.	(237,764.07)		
	(WILL CLOSE TO FUND BAL.)	(77,890.08)		
	TOTAL EQUITY & FUND BALANCE		3,379,936.13	
	TOTAL LIABILITIES, EQUITY & FUND BALANCE			3,561,031.55
				==============

BALANCE SHEET

AS OF: OCTOBER 31ST, 2015

119-TIF (TAX INCREMENT FUND)

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
======				
119-100-115	TEXPOOL 246530004	657,499.99		
			657,499.99	
	TOTAL ASSETS			657,499.99
				==============
LIABILITIES				
===========		______________	______________	
EQUITY				
======				
119-270-100	FUND BALANCE	573,430.34		
	TOTAL BEGINNING EQUITY	573,430.34		
	TOTAL REVENUE	54.30		
	TOTAL INCREASE/(DECREASE) IN FUND BAL.	54.30		
	(WILL CLOSE TO FUND BAL.)	84,015.35		
	TOTAL EQUITY & FUND BALANCE		657,499.99	
	TOTAL LIABILITIES, EQUITY & FUND BALANCE			657,499.99
				==============

BALANCE SHEET

AS OF: OCTOBER 31ST, 2015

120-HOTEL/MOTEL FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
======				
120-100-102	CLAIM ON POOLED CASH	75,964.74		
			75,964.74	
	TOTAL ASSETS			75,964.74
				==============
LIABILITIES				
===========				
120-200-500	ACCOUNTS PAYABLE PENDING	5,032.49		
	TOTAL LIABILITIES		5,032.49	
EQUITY				
======				
120-270-100	FUND BALANCE	99,575.70		
	TOTAL BEGINNING EQUITY	99,575.70		
	TOTAL REVENUE	6,709.99		
	TOTAL EXPENSES	5,032.49		
	TOTAL INCREASE/(DECREASE) IN FUND BAL.	1,677.50		
	(WILL CLOSE TO FUND BAL.)	(30,320.95)		
	TOTAL EQUITY & FUND BALANCE		70,932.25	
	TOTAL LIABILITIES, EQUITY & FUND BALANCE			75,964.74
				==============

BALANCE SHEET

AS OF: OCTOBER 31ST, 2015

123-MAIN STREET REVENUE FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
======				
123-100-102	CLAIM ON POOLED CASH	8,318.43		
			8,318.43	
	TOTAL ASSETS			8,318.43
				==============
LIABILITIES				
===========				
EQUITY				
======				
123-270-100	FUND BALANCE	9,370.99		
	TOTAL BEGINNING EQUITY	9,370.99		
	TOTAL REVENUE	3,056.50		
	TOTAL EXPENSES	11,039.59		
	TOTAL INCREASE/(DECREASE) IN FUND BAL.	(7,983.09)		
	(WILL CLOSE TO FUND BAL.)	6,930.53		
	TOTAL EQUITY & FUND BALANCE		8,318.43	
	TOTAL LIABILITIES, EQUITY & FUND BALANCE			8,318.43
				==============

BALANCE SHEET

AS OF: OCTOBER 31ST, 2015

125-MUNICIPAL CRT SPECIAL FEE

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
======				
125-100-102	CLAIM ON POOLED CASH	104,876.62		
125-170-100	CURRENT YR RES FOR ENCUMBRANCE	(1,253.00)		
125-170-101	PRIOR YR RES FOR ENCUMBRANCE	1,253.00		
			104,876.62	
	TOTAL ASSETS			104,876.62
				==============
LIABILITIES				
===========				
125-200-110	CURRENT YEAR ENCUMBRANCE	(1,253.00)		
125-200-111	PRIOR YEAR ENCUMBRANCE	1,253.00	______________	
EQUITY				
======				
125-270-100	FUND BALANCE	97,867.19		
	TOTAL BEGINNING EQUITY	97,867.19		
	TOTAL REVENUE	700.32		
	TOTAL INCREASE/(DECREASE) IN FUND BAL.	700.32		
	(WILL CLOSE TO FUND BAL.)	6,309.11		
	TOTAL EQUITY & FUND BALANCE		104,876.62	
	TOTAL LIABILITIES, EQUITY & FUND BALANCE			104,876.62
				==============

BALANCE SHEET

AS OF: OCTOBER 31ST, 2015

129-LIBRARY GRANT/DONATION

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
======				
129-100-102	CLAIM ON POOLED CASH	61,600.61		
129-100-103	TEXSTAR: NOBLE TRUST - 3444	18,357.68		
129-100-108	TEXSTAR; NED REQUEST (LIBRARY)	299,902.52		
129-170-100	CURRENT YR RES FOR ENCUMBRANCE	(1,436.37)		
129-170-101	PRIOR YR RES FOR ENCUMBRANCE	1,436.37		
			379,860.81	
	TOTAL ASSETS			379,860.81
				==============
LIABILITIES				
===========				
129-200-110	CURRENT YEAR ENCUMBRANCE	(1,436.37)		
129-200-111	PRIOR YEAR ENCUMBRANCE	1,436.37		
129-200-233	OTHER A/P PENDING (AUDITOR)	(10,945.00)		
129-200-500	ACCOUNTS PAYABLE PENDING	10,991.04		
	TOTAL LIABILITIES		46.04	
EQUITY				
======				
129-270-100	FUND BALANCE	355,192.09		
	TOTAL BEGINNING EQUITY	355,192.09		
	TOTAL REVENUE	129.70		
	TOTAL EXPENSES	4,923.07		
	TOTAL INCREASE/(DECREASE) IN FUND BAL.	(4,793.37)		
	(WILL CLOSE TO FUND BAL.)	29,416.05		
	TOTAL EQUITY & FUND BALANCE		379,814.77	
	TOTAL LIABILITIES, EQUITY & FUND BALANCE			379,860.81
				==============

BALANCE SHEET

AS OF: OCTOBER 31ST, 2015

200-ROADWAY IMPACT FEE FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
======				
200-100-102	CLAIM ON POOLED CASH	70,202.46		
			70,202.46	
	TOTAL ASSETS			70,202.46
				==============
LIABILITIES				
===========				
EQUITY				
======				
200-270-100	FUND BALANCE	29,445.64		
	TOTAL BEGINNING EQUITY	29,445.64		
	TOTAL REVENUE	1,116.00		
	TOTAL INCREASE/(DECREASE) IN FUND BAL.	1,116.00		
	(WILL CLOSE TO FUND BAL.)	39,640.82		
	TOTAL EQUITY & FUND BALANCE		70,202.46	
	TOTAL LIABILITIES, EQUITY & FUND BALANCE			70,202.46
				==============

BALANCE SHEET

AS OF: OCTOBER 31ST, 2015

300-MUNICIPAL DRAINAGE UTILIT

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
======				
300-100-102	CLAIM ON POOLED CASH	449,502.88		
300-120-100	DRAINAGE RECEIVABLE	12,048.60		
300-120-130	ALLOWANCE FOR DOUBTFUL ACCTS	(3,864.08)		
			457,687.40	
	TOTAL ASSETS			457,687.40
				==============
LIABILITIES				
===========				
EQUITY				
======				
300-270-100	FUND BALANCE	462,995.88		
	TOTAL BEGINNING EQUITY	462,995.88		
	TOTAL REVENUE	6,910.16		
	TOTAL EXPENSES	(9.40)		
	TOTAL INCREASE/(DECREASE) IN FUND BAL.	6,919.56		
	(WILL CLOSE TO FUND BAL.)	(12,228.04)		
	TOTAL EQUITY & FUND BALANCE		457,687.40	
	TOTAL LIABILITIES, EQUITY & FUND BALANCE			457,687.40
				==============

BALANCE SHEET

AS OF: OCTOBER 31ST, 2015

320-SANITATION FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
======				
320-100-102	CLAIM ON POOLED CASH	(17,866.62)		
320-120-130	ACCTS RECEIVABLE GARBAGE	58,753.84		
320-120-131	ALLOWANCE-GARBAGE	(2,691.04)		
			38,196.18	
	TOTAL ASSETS			38,196.18
				==============
LIABILITIES				
===========				
320-200-500	ACCOUNTS PAYABLE PENDING	114,163.67		
320-200-503	DUE TO STATE COMPT SALES TAX	8,649.35		
	TOTAL LIABILITIES		122,813.02	
EQUITY				
======				
	TOTAL REVENUE	29,546.83		
	TOTAL EXPENSES	114,163.67		
	TOTAL INCREASE/(DECREASE) IN FUND BAL.	(84,616.84)		
	TOTAL EQUITY & FUND BALANCE		(84,616.84)	
	TOTAL LIABILITIES, EQUITY & FUND BALANCE			38,196.18
				==============

BALANCE SHEET

AS OF: OCTOBER 31ST, 2015

340-PUBLIC UTILITIES FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
======				
340-100-100	PETTY CASH	1,350.00		
340-100-102	CLAIM ON POOLED CASH	(757,355.95)		
340-100-107	TEXPOOL: 2465300012 TOWER RENT	376,282.05		
340-100-110	TEXPOOL 78404; 2465300001	545,573.82		
340-120-100	ACCOUNTS RECEIVABLE	310,149.53		
340-120-101	CURRENT REFUND PAYABLE	3,117.08		
340-120-102	UNAPPLIED CREDITS	(19,226.84)		
340-120-103	MISC. ACCOUNTS RECEIVABLE	1,949.59		
340-120-104	AR - AUDIT ACCRUALS	30,165.24		
340-120-130	ALLOWANCE-ACCTS. RECEIVABLE	(6,352.22)		
340-140-100	INVENTORY	227,052.45		
340-150-105	DEFERRED AMT ON REFUNDING	144,443.49		
340-160-100	LAND	457,201.00		
340-160-200	BUILDINGS	6,363,714.34		
340-160-206	FIXED ASSETS: WORK IN PROGRESS	961,721.20		
340-160-225	PLANT DISTRIBUTION/COLLECTION	44,984,928.48		
340-160-235	EQUIPMENT	806,813.17		
340-170-100	CURRENT YR RES FOR ENCUMBRANCE	(136,664.82)		
340-170-101	PRIOR YR RES FOR ENCUMBRANCE	124,353.42		
340-190-103	ACCUMULATED DEPRECIATION	(17,597,346.13)		
			36,821,868.90	
	TOTAL ASSETS			36,821,868.90
				==============
LIABILITIES				
===========				
340-200-104	ACCRUED INTEREST PAYABLE	146,585.75		
340-200-110	CURRENT YEAR ENCUMBRANCES	(136,664.82)		
340-200-111	PRIOR YEAR ENCUMBRANCE	124,353.42		
340-200-200	FICA AND MEDICARE PAYABLE	(831.14)		
340-200-201	FEDERAL WITHHOLDING PAYABLE	(1,144.93)		
340-200-203	DEFERRED COMP PAYABLE	134.73		
340-200-208	ACCRUED VACATION	19,912.33		
340-200-212	UNUM LIFE INS PAYABLE	(229.26)		
340-200-213	ASSURANT DENTAL PAYABLE	344.14		
340-200-214	AFLAC PAYABLE	687.69		
340-200-218	BLUE CHOICE PAYABLE	175.48		
340-200-219	SCOTT & WHITE HEALTH PAYABLE	2,397.25		
340-200-222	PRE-PAID LEGAL PAYABLE	(37.85)		
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)		
340-200-500	ACCOUNTS PAYABLE PENDING	79,294.53		
340-210-100	UNAMORT. BOND DISCOUNT	(12,803.40)		
340-210-101	BOND PREMIUMS	155,677.74		
340-210-102	DEFERRED AMT ON REFUNDING	(20,970.89)		
340-230-111	8.745M CO SERIES 2010 (6.11M)	4,080,000.00		
340-230-115	4.2M COMB CO 2006 (4M)	4,000,000.00		
340-230-116	10M COMB SERIES 2007 (7M)	7,000,000.00		

BALANCE SHEET

AS OF: OCTOBER 31ST, 2015

340-PUBLIC UTILITIES FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
340-230-117	9.615M COMB SERIES 08 (6.615M)	5,570,000.00		
340-230-118	8.995 GO REFUNDING 2009	1,225,000.00		
340-230-119	2.625 GO REF 2010	1,215,000.00		
340-230-120	5.450M GO REF 2012 (1.460M)	1,420,000.00		
340-240-100	METER DEPOSITS	380,820.00		
340-240-101	UNCLAIMED FUNDS	2,956.69		
	TOTAL LIABILITIES		25,234,715.21	
EQUITY				
======				
340-250-100	CONTRIBUTED CAPITAL-WATER OPER	454,779.30		
340-250-101	CONTRIBUTED CAPITAL SEWER OPER	60,475.00		
340-270-100	FUND BALANCE	10,043,058.00		
	TOTAL BEGINNING EQUITY	10,558,312.30		
	TOTAL REVENUE	207,983.21		
	TOTAL EXPENSES	289,253.68		
	TOTAL INCREASE/(DECREASE) IN FUND BAL.	(81,270.47)		
	(WILL CLOSE TO FUND BAL.)	1,110,111.86		
	TOTAL EQUITY & FUND BALANCE		11,587,153.69	
	TOTAL LIABILITIES, EQUITY & FUND BALANCE			36,821,868.90
				==============

BALANCE SHEET

AS OF: OCTOBER 31ST, 2015

345-UTILITY IMPACT FEE FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
======				
345-100-102	CLAIM ON POOLED CASH	359,096.77		
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	1,411.60		
			463,285.45	
	TOTAL ASSETS			463,285.45
				==============
LIABILITIES				
===========				
345-200-110	CURRENT YEAR ENCUMBRANCE	(1,411.60)		
345-200-111	PRIOR YEAR ENCUMBRANCE	1,411.60	______________	
EQUITY				
======				
345-270-100	FUND BALANCE	373,117.95		
	TOTAL BEGINNING EQUITY	373,117.95		
	TOTAL REVENUE	1,195.00		
	TOTAL INCREASE/(DECREASE) IN FUND BAL.	1,195.00		
	(WILL CLOSE TO FUND BAL.)	88,972.50		
	TOTAL EQUITY & FUND BALANCE		463,285.45	
	TOTAL LIABILITIES, EQUITY & FUND BALANCE			463,285.45
				==============

BALANCE SHEET

AS OF: OCTOBER 31ST, 2015

350-AIRPORT FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
======				
350-100-102	CLAIM ON POOLED CASH	140,431.66		
350-120-100	AIRPORT RECEIVABLES	3,972.91		
350-120-103	MISC. ACCOUNTS RECEIVABLES	4,138.82		
350-120-250	DUE FROM OTHER FUNDS (AUDITOR)	1,360.00		
350-150-105	DEFERRED AMT ON REFUNDING	7,682.71		
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	59,385.00		
350-160-210	EQUIPMENT	121,904.00		
350-160-300	RUNWAY	2,238,415.96		
350-190-103	ACCUMULATED DEPRECIATION	(1,242,783.12)		
			3,459,097.17	
	TOTAL ASSETS			3,459,097.17
				==============
LIABILITIES				
===========				
350-200-233	OTHER A/P PENDING (AUDITOR)	(617.76)		
350-200-500	ACCOUNTS PAYABLE PENDING	1,848.94		
350-200-501	DUE TO FUND 100 (LOAN ADVANCE)	50,800.00		
350-200-505	DUE TO OTHER FUNDS	19,710.00		
350-210-100	UNAMORT. BOND DISCOUNT	9,177.11		
350-230-102	BOND PAYABLE-$290K REF 2010	195,000.00		
350-240-101	ACCRUED INTEREST PAYABLE	1,187.25		
	TOTAL LIABILITIES		277,105.54	
EQUITY				
======				
350-250-100	CONTRIBUTED CAPITAL GRANT	2,011,189.92		
350-250-101	CONTRIBUTED CAPITAL CITY	75,265.82		
350-280-100	RETAINED EARNINGS	526,971.62		
350-281-100	PRIOR PERIOD ADJUSTMENTS	442,482.09		
	TOTAL BEGINNING EQUITY	3,055,909.45		
	TOTAL REVENUE	47,788.06		
	TOTAL EXPENSES	33,665.53		
	TOTAL INCREASE/(DECREASE) IN FUND BAL.	14,122.53		
	(WILL CLOSE TO FUND BAL.)	111,959.65		
	TOTAL EQUITY & FUND BALANCE		3,181,991.63	
	TOTAL LIABILITIES, EQUITY & FUND BALANCE			3,459,097.17
				==============

BALANCE SHEET

AS OF: OCTOBER 31ST, 2015

370-CEMETERY OPERATING FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
======				
370-100-102	CLAIM ON POOLED CASH	259,733.05		
370-160-206	FIXED ASSETS-WORK IN PROGRESS	10,032.80		
			269,765.85	
	TOTAL ASSETS			269,765.85
				==============
LIABILITIES				
===========				
370-200-233	OTHER A/P PENDING (AUDITOR)	(1,342.29)		
370-200-500	ACCOUNTS PAYABLE PENDING	2,256.95		
370-210-100	DUE TO CEMETERY LAND PURCHASE	203,944.99		
	TOTAL LIABILITIES		204,859.65	
EQUITY				
======				
370-270-100	FUND BALANCE	79,165.61		
	TOTAL BEGINNING EQUITY	79,165.61		
	TOTAL REVENUE	3,832.50		
	TOTAL EXPENSES	6,856.67		
	TOTAL INCREASE/(DECREASE) IN FUND BAL.	(3,024.17)		
	(WILL CLOSE TO FUND BAL.)	(11,235.24)		
	TOTAL EQUITY & FUND BALANCE		64,906.20	
	TOTAL LIABILITIES, EQUITY & FUND BALANCE			269,765.85
				==============

BALANCE SHEET

AS OF: OCTOBER 31ST, 2015

382-FLEET SERVICES OPERATING

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
======				
382-100-102	CLAIM ON POOLED CASH	(43,888.16)		
382-120-250	DUE TO OTHER FUNDS	8,213.00		
382-170-100	CURRENT YR RES FOR ENCUMBRANCE	(6,968.69)		
382-170-101	PRIOR YR RES FOR ENCUMBRANCE	905.00		
			(41,738.85)	
	TOTAL ASSETS			(41,738.85)
				==============
LIABILITIES				
===========				
382-200-110	CURRENT YEAR ENCUMBRANCE	(6,968.69)		
382-200-111	PRIOR YEAR ENCUMBRANCE	905.00		
382-200-202	TMRS PAYABLE	(0.01)		
382-200-208	ACCRUED VACATION	2,985.27		
382-200-212	UNUM LIFE INSURANCE PAYABLE	(1.13)		
382-200-213	ASSURANT DENTAL PAYABLE	62.02		
382-200-214	AFLAC PAYABLE	191.19		
382-200-219	SCOTT & WHITE HEALTH PAYABLE	467.20		
382-200-222	PRE-PAID LEGAL PAYABLE	51.80		
382-200-233	OTHER A/P PENDING (AUDITOR)	(2,723.96)		
382-200-500	ACCOUNTS PAYABLE PENDING	15,742.80		
	TOTAL LIABILITIES		10,711.49	
EQUITY				
======				
382-270-100	FUND BALANCE	(550.55)		
	TOTAL BEGINNING EQUITY	(550.55)		
	TOTAL REVENUE	176.25		
	TOTAL EXPENSES	56,894.63		
	TOTAL INCREASE/(DECREASE) IN FUND BAL.	(56,718.38)		
	(WILL CLOSE TO FUND BAL.)	4,818.59		
	TOTAL EQUITY & FUND BALANCE		(52,450.34)	
	TOTAL LIABILITIES, EQUITY & FUND BALANCE			(41,738.85)
				==============

BALANCE SHEET

AS OF: OCTOBER 31ST, 2015

384-FLEET REPLACEMENT FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
======				
384-100-102	CLAIM ON POOLED CASH	(265,965.93)		
384-100-104	CAPITAL EQUIP ACCT 2139517	169,796.92		
384-160-320	MACHINERY & EQUIPMENT	2,420,677.46		
384-170-100	CURRENT YR RES FOR ENCUMBRANCE	(640,528.24)		
384-170-101	PRIOR YR RES FOR ENCUMBRANCE	694,932.24		
384-190-103	ACCUMULATED DEPRECIATION	(1,401,761.83)		
			977,150.62	
	TOTAL ASSETS			977,150.62
				==============
LIABILITIES				
===========				
384-200-110	CURRENT YEAR ENCUMBRANCE	(586,124.24)		
384-200-111	PRIOR YEAR ENCUMBRANCE	640,528.24		
384-200-500	ACCOUNTS PAYABLE PENDING	168,284.00		
384-200-505	DUE FROM OTHER FUNDS	9,573.00		
384-230-120	CAP LEASE PAYABLE-NONCURRENT	521,853.88		
384-240-101	ACCRUED INTEREST PAYABLE	6,262.46		
	TOTAL LIABILITIES		760,377.34	
EQUITY				
======				
384-270-100	FUND BALANCE	276,905.25		
	TOTAL BEGINNING EQUITY	276,905.25		
	TOTAL REVENUE	38.25		
	TOTAL EXPENSES	225,843.51		
	TOTAL INCREASE/(DECREASE) IN FUND BAL.	(225,805.26)		
	(WILL CLOSE TO FUND BAL.)	165,673.29		
	TOTAL EQUITY & FUND BALANCE		216,773.28	
	TOTAL LIABILITIES, EQUITY & FUND BALANCE			977,150.62
				==============

10/31/15

Attachment D

Sales Tax Tracking Report

City of Taylor

Sales Tax Tracking (City's Portion) - FY 2015-16

Monthly

	2006-07 Actual	2007-08 Actual	2008-09 Actual	2009-10 Actual	2010-11 Actual	2011-12 Actual	2012-13 Actual	2013-14 Actual	2014-15 Actual	2015-16 Estimate Amount	$ Difference from Actual to Est. Amt	% from Actual	2015-16 Actual	$ Difference from Prior Year Amount	% from Pr. Yr. Actual
October	178,753	223,478	177,998	164,555	158,062	177,106	244,104	199,717	193,841	203,533	15,642	7.1%	219,175	25,334	13.1%
November	278,949	276,383	235,220	211,014	232,195	215,917	221,342	229,690	256,386	268,692					
December	186,624	268,939	174,114	172,197	153,524	165,918	187,866	203,376	217,843	228,736					
January	221,297	231,952	175,991	175,247	164,882	167,144	202,212	198,695	213,784	224,473					
February	321,948	454,332	269,362	271,256	240,568	249,943	259,618	280,371	301,341	316,039					
March	177,904	212,501	153,137	141,801	148,006	154,766	161,456	186,119	196,325	206,141					
April	203,303	225,431	148,242	131,709	142,415	167,990	200,410	188,725	217,847	228,739					
May	279,416	292,008	216,214	254,676	247,203	242,853	246,059	272,415	286,253	300,565					
June	276,395	233,795	177,246	162,137	159,853	173,984	190,426	237,256	236,146	247,954					
July	306,169	234,836	170,014	139,020	156,841	184,660	198,208	223,934	251,649	264,231					
August	348,341	246,376	225,047	215,303	234,641	227,896	236,448	263,078	299,127	314,084					
Sept.	224,425	203,520	158,634	164,093	156,022	187,535	199,083	220,235	239,549	251,527					
% Monthly Increase over prior year	34.1%	-9.3%	-22.1%	3.4%	-4.9%	20.2%	27.6%	10.6%	8.8%		$ 15,642		$ 219,175	$ 25,334	

Cumulative Year -to- Date on Actual

	2006-07 Actual	2007-08 Actual	2008-09 Actual	2009-10 Actual	2010-11 Actual	2011-12 Actual	2012-13 Actual	2013-14 Actual	2014-15 Actual	2015-16 Estimate Amount	$ Difference from Actual to Est. Amt	% from Actual	2014-15 Actual	$ Difference from Prior Year Amount	% from Pr. Yr. Actual
October	178,753	223,478	177,998	164,555	158,062	177,106	$ 244,104	$ 199,717	$ 193,841	203,533	15,642	7.1%	219,175	25,334	13.1%
November	457,702	499,862	413,218	375,569	390,257	393,023	465,446	$ 429,407	$ 450,227	472,225					
December	644,326	768,800	587,332	547,766	543,781	558,941	653,313	$ 632,783	$ 668,070	700,961					
January	865,623	1,000,752	763,323	723,013	708,663	726,085	855,524	$ 831,478	$ 881,854	925,434					
February	1,187,571	1,455,084	1,032,685	994,270	949,231	976,028	1,115,142	$ 1,111,849	$ 1,183,195	1,241,473					
March	1,365,475	1,667,585	1,185,823	1,136,071	1,097,237	1,130,794	1,276,598	$ 1,297,968	$ 1,379,520	1,447,615					
April	1,568,778	1,893,017	1,334,065	1,267,780	1,239,651	1,298,784	1,477,008	$ 1,486,692	$ 1,597,367	1,676,354					
May	1,848,194	2,185,024	1,550,279	1,522,456	1,486,854	1,541,637	1,723,067	$ 1,759,107	$ 1,883,620	1,976,919					
June	2,124,589	2,418,819	1,727,525	1,684,593	1,646,707	1,715,621	1,913,493	$ 1,996,363	$ 2,119,766	2,224,873					
July	2,430,758	2,653,655	1,897,540	1,823,613	1,803,548	1,900,280	2,111,701	$ 2,220,297	$ 2,371,415	2,489,104					
August	2,779,099	2,900,031	2,122,587	2,038,916	2,038,189	2,128,176	2,348,148	$ 2,483,376	$ 2,670,542	2,803,188					
Sept.	3,003,524	3,103,551	2,281,221	2,203,009	2,194,211	2,315,711	2,547,231	$ 2,703,611	$ 2,910,092	3,054,715					
% Y-T-D Increase over prior year	35.1%	3.3%	-26.5%	-3.4%	-0.4%	5.5%	10.0%	6.1%	7.6%						

10/31/15

Attachment E

Listing of Current Investments

Monthly Financial Report - Attachment E
City of Taylor
Summary of Security Investments - As of 10/31/2015

Source of Funds	Fund Type*	Investment Instruments	ACCT/CUSIP Number	Invest. Type**	Settlement Date	Coupon Rate	Yield Rate	Weighted Average Maturity	Maturity/ Call Date	Paid Principal/ Current Balance	Market Value	Interest Month	Interest FY to-Date
General Fund													
GF -Pooled Cash	F1	TexPool	2465300006	I 4	-	-	0.0966%	44	-	$ 1,948,807	$ 1,948,807	160	160
General Fund	F1	Princor Portfolio	6FR-139362	I 2	-	-	0.5240%	434	-	$ 684,831	$ 684,831	-	
General Fund	F1	City-Money Market	4260618	I 5	-	-	0.0100%		-	$ 12,225	$ 12,225	0	0
Library - (Noble)	F6	TexStar	2460634440	I 4	-	-	0.1099%	45	-	$ 18,358	$ 18,358	2	2
Ned Trust - Moody	F6	TexStar	2460610100	I 4	-	-	0.1099%	45	-	$ 243,631	$ 243,631	23	23
Ned Trust - Library	F6	TexStar	2460610129	I 4	-	-	0.1099%	45	-	$ 299,903	$ 299,903	28	28
General Construction (2012)	F2	TexPool	2465300013	I 4	-	-	0.0966%	44	-	$ 779,927	$ 779,927	64	64
Series 2012 (MDUS)	F2	TexPool	2465300014	I 4	-	-	0.0966%	44	-	$ 408,883	$ 408,883	34	34
2013 Combination Cos	F2	TexStar	2460613165	I 4	-	-	0.1099%	45	-	$ 2,977,360	$ 2,977,360	278	278
Nancy Moody Bequest	F6	TexPool	2465300015	I 4	-	-	0.0966%	44	-	$ 50,051	$ 50,051	4	4
General Fund - I & S	F4	TexPool	2465300003	I 4	-	-	0.0966%	44	-	$ 250,180	$ 250,180	21	21
				Subtotal General Fund						$ 7,674,155	$ 7,674,155	613	613
Special Revenue-Tax Increment Fund													
TIF Property Tax	F6	TexPool	2465300004	I 4			0.0966%	44	-	$ 657,500	$ 657,500	54	54
				Subtotal TIF Funds						$ 657,500	$ 657,500	54	54
Utility Funds													
Water Fund	F1	TexPool	2465300001	I 4	-	-	0.0966%	44	-	$ 545,574	$ 545,574	45	45
Water Tower Rent	F3	TexPool	2465300012	I 4	-	-	0.0966%	44	-	$ 376,282	$ 376,282	31	31
				Subtotal Utility Funds						$ 921,856	$ 921,856	76	76
CemeteryFund													
PermanentTrust Fund	F3	TexPool	2465300007	I 4	-	-	0.0966%	44	-	$ 101,342	$ 101,342	8	8
Permanent Fund	F3	Princor Portfolio	6FR-139222	I 2	-	-	0.8370%	204	-	$ 666,137	$ 666,137	450	450
Permanent Fund	F2	Texas Class	TX-01-0247-0006	I 4	-	-	0.2100%	54	-	$ 30,604	$ 30,604	6	6
Cemetery Operating Fund (Noble)	F6	TexStar	2460622880	I 4	-	-	0.1099%	45	-	$ 184,578	$ 184,578	17	17
				Subtotal Cemetery Funds						$ 982,661	$ 982,661	481	481
				Total All Funds						$ 10,236,171	$ 10,236,171	1,224	1,224

Monthly Financial Report - Attachment E
City of Taylor
Summary of Security Investments - As of 10/31/2015

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

**Investment Types:			
Code	**Description:**	**% Authorized**	**Current %**
I 1	U.S. Treasuries (Notes,Bills, Bonds)	100%	0%
I 2	U.S. Agencies & Instrumentalities	80%	13%
I 3	Certificates of Deposit	50%	0%
I 4	Eligible Investment Pools	100%	87%
I 5	Money Market Mutual Funds	50%	0.12%
I 6	Repurchase Agreements	50%	0%
I 7	Commercial Paper	65%	0%
		Total	100%

Book Value:

	As of 10/31/2015	As of 09/30/2015	Change
I 1	$ -	$ -	$ -
I 2	$ 1,350,968	$ 1,350,649	$ 319
I 3	$ -	$ -	$ -
I 4	$ 8,872,978	$ 8,844,085	$ 28,893
I 5	$ 12,225	$ 12,225	$ 0
I 6	$ -	$ -	$ -
I 7	$ -	$ -	$ -
Total Book Value	$ 10,236,171	$ 10,206,958	$ 29,213

Market Value:

	As of 10/31/2015	As of 09/30/2015	Gain/(Loss)
I 1	$ -	$ -	$ -
I 2	$ 1,350,968	$ 1,350,649	$ 319
I 3	$ -	$ -	$ -
I 4	$ 8,872,978	$ 8,844,085	$ 28,893
I 5	$ 12,225	$ 12,225	$ 0
I 6	$ -	$ -	$ -
I 7	$ -	$ -	$ -
Total Market Value	$ 10,236,171	$ 10,206,958	$ 29,213

Certification:

This is to certify that the Investment Report submitted herewith complies in all respects with the Public Funds Investment Act Sec 2256 of the Local Government Code and Resolution No. R15-12 of the City of Taylor.

Rosemarie Dennis 11/24/15

Investment Officer: Date

Lillie A. Lawler 11-24-15

Investment Officer: Date

City Council Meeting
December 10, 2015
Agenda Item Transmittal

Agenda Item #:	**3**
Agenda Title:	Approve minutes for November 12, 2015.
Council Action:	Approve by consent or approve with corrections
Initiating Department:	City Management/City Clerk
Staff Contact:	**Susan Brock, City Clerk**

1. INTRODUCTION/PURPOSE

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

2. DESCRIPTION/ JUSTIFICATION

N/A

3. FINANCIAL/BUDGET

N/A

4. RECOMMENDATION

Approve as submitted or amend with changes noted.

5. REFERENCE FILES

3a. Minutes November 12, 2015

The City Council of the City of Taylor met on November 12, 2015, at City Hall, 400 Porter St., Taylor, Texas. Noting the absence of Mayor Pro Tem Chris Gonzales, Mayor Jesse Ancira declared a quorum and called the meeting to order at 6:00 p.m. with the following present:

Council Member Pro Tem Scott Green
Council Member Don Hill
Council Member Brandt Rydell

Isaac Turner, City Manager
Noel Bernal, Assistant City Manager
Susan Brock, City Clerk
Mark Schroeder, City Attorney

INVOCATION
Chief Pat Ekiss led the group in prayer.

PLEDGE OF ALLEGIANCE

CITIZENS COMMUNICATION
No citizens came forward during this time.

CONSENT AGENDA

1. CONSIDER ECONOMIC DEVELOPMENT INCENTIVES FOR THE TITSWORTH AND MCCRORY-TIMMERMAN DEVELOPMENT PROJECT.
2. CONSIDER A DEVELOPMENT AGREEMENT WITH THE TAYLOR ECONOMIC DEVELOPMENT CORPORATION FOR THE CONSTRUCTION OF A MONUMENT SIGN AT THE MUSTANG INDUSTRIAL PARK.
3. CONSIDER COOPERATIVE PURCHASING INTERLOCAL AGREEMENT BETWEEN THE CITY OF FRISCO AND THE CITY OF TAYLOR.
4. CONCUR WITH PRELIMINARY FINANCIALS FOR SEPTEMBER 2015.
5. APPROVE MINUTES FOR OCTOBER 22, 2015.
   Council Member Green moved to approve the consent agenda as presented and Council Member Hill seconded the motion. VOTE: Four voted AYE. Motion passed.

REGULAR AGENDA: REVIEW/DISCUSS AND CONSIDER ACTION

6. CONSIDER ADOPTING RESOLUTION R15-23 ALLOWING FOR THE SUBMISSION OF AN APPLICATION TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) HAZARD MITIGATION GRANT PROGRAM (HMGP) FOR A MULTI-HAZARD MITIGATION ACTION PLAN GRANT.
   Mr. Bernal presented a request to approve a resolution authorizing the staff to submit a planning grant application before December 15, 2015. This program allows Taylor to take advantage of the funding available for hazard mitigation to reduce or eliminate risk from future natural hazards. Taylor became eligible for these funds when the President declared Williamson County a disaster after the May storm event.

   Council Member Hill moved to approve Resolution R15-23 as presented and Council Member Green seconded the motion. VOTE: Four voted AYE. Motion passed.

7. CONSIDER AWARDING THE MANAGEMENT/ADMINISTRATIVE SERVICES CONTRACT FOR THE PURPOSES OF WRITING AN APPLICATION TO FEMA FOR A MULTI-HAZARD MITIGATION ACTION PLAN AND THE SUBSEQUENT PREPARATION OF A MULTI-HAZARD MITIGATION ACTION PLAN AND THE MANAGEMENT OF THE PROJECT IF FUNDED BY THE HMGP.
   Mr. Bernal presented a request to award a contract for grant writing and management services to Langford Community Management Services for the HMGP as discussed in the previous agenda item. Mr. Bernal stated that they were the only firm that submitted a proposal. The maximum award is $60,000 and, if awarded, the portion for city matching funds would not exceed 25% or $15,000.

   Council Member Hill moved to award the contract to Langford Management Services as presented and Council Member Rydell seconded the motion. VOTE: Four voted AYE. Motion passed.

8. CONSIDER APPROVING REVISED LIBRARY POLICY REGARDING LOCAL HISTORY AND ARCHIVES COLLECTION.
   Ms. Karen Ellis, Library Director, presented a revised policy related to guidelines for accessing the materials in the library archives collection. These changes were necessary to stay in compliance with state law.

   Council Member Rydell moved to approve the revised policy with changes regarding accessing archives and unprocessed materials. Council Member Green seconded the motion. VOTE: Four voted AYE. Motion passed.

9. RECEIVE UPDATE ON 7TH STREET CAMPUS REDEVELOPMENT PROJECT.
   Mr. Turner presented a brief update on the status of the 7th street campus and introduced Mr. Roy Alston with Strategic Development Partners to provide more details. Mr. Alston stated that they in process of completing the conveyance of title and expects site control by the end of the year. He stated he would be seeking community input during the first part of next year and he is moving forward with plans to secure financing.

   Council Member Hill asked Mr. Alston to make an effort to keep the community non-profit tenants informed as the process continues. This item was for information only and no action was required.

10. RECEIVE PRESENTATION FROM THE TAYLOR MARKETING PARTNERSHIP.
    Ms. Holli Nelson, Public Information Officer, presented an overview of how the Taylor Marketing Partnership is proceeding with the Taylor Made branding efforts. This item was for information only and no action was required.

11. CONSIDER RESOLUTION R15-22 CASTING VOTES FOR WILLIAMSON CENTRAL APPRAISAL DISTRICT (WCAD) BOARD OF DIRECTORS.
Ms. Brock presented a request to consider approving a vote by resolution for the board of directors of the Williamson Central Appraisal District. In October, Council nominated Ms. Deborah Hunt as a candidate for the Board.

Council Member Green moved to approve Resolution R15-22 as presented submitting 35 votes for Deborah Hunt to serve on the WCAD Board of Directors. Council Member Hill seconded the motion. VOTE: Four voted AYE. Motion passed.

12. PROPOSED FUTURE AGENDA TOPICS AND ITEMS FOR DISCUSSION.
Mayor Ancira asked council members for any items in need of further discussion. He asked Mr. Turner to provide information on safety issues at Murphy Park; Council Member Rydell asked for an update on the Downtown Master Plan; Council Member Green continued to ask for corridor signage to be addressed; Council Member Hill asked if staff might consider reviewing older ordinances to see if they are in need of updating.

(Mayor Ancira and council members retired to closed session at 6:45 pm.)
(Mayor Pro Tem Gonzales joined the council while they were in closed session.)

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

14. EXECUTIVE SESSION II. The Taylor City Council will conduct a closed executive meeting pursuant to the provisions of the Open Meetings Law, Chapter 551, Texas Local Government Code, and the authority contained in Section 551.074 to discuss personnel matters.
    - City Manager evaluation

15. CONSIDER ACTION FROM EXECUTIVE SESSION.
Mayor Ancira resumed the open meeting at 7:49 p.m. and stated that there was no action taken during Executive Session. He expressed the feeling of the Council was that they are very pleased with the performance of Mr. Turner. Council Member Rydell moved to approve a 3% increase to the base salary of Mr. Turner and to begin a 2% contribution to a 457 Retirement Plan with the next pay period. Council Member Green seconded the motion. VOTE: Five voted AYE. Motion passed.

ADJOURN

Mayor Ancira declared the meeting adjourned at 7:51 p.m.

Jesse Ancira, Jr. Mayor

ATTEST:

Susan Brock, City Clerk

City Council Meeting
December 10, 2015
Agenda Item Transmittal

Agenda Item #: **4**

Agenda Title: Discuss latest funding options for street maintenance and reconstruction.

Council Action to be taken: Discuss.

Initiating Department: City Administration

Staff Contact: Isaac D. Turner, City Manager

1. INTRODUCTION/PURPOSE

Since the November 12th meeting the Chamber of Commerce has worked with Sledge Engineering to produce additional funding options for the TUF. In addition to the options provided by the Chamber (A and B), two new options are included in the attached document: the first looks at the minimal amount of funding which could be used for rebuilding streets and maintenance. The last option is a 5 tiered alternate fee structure.

2. DESCRIPTION/ JUSTIFICATION

The two newest options include one called “7-8% Poor Streets and Reduced Maintenance” is an effort to determine the minimal amount of funding which could possibly be utilized to begin a street rebuild/maintenance program. The last option is a “ 5-tier Alternate” that creates a multi-tiered fee structure.

OTHER OPTIONS previously presented: Reallocation of Sales Taxes

The Council had previously discussed the possible reallocation of some of the sales tax dollars. Attached in your agenda materials as a copy of the spreadsheet which list the categories of local sales tax revenues received by the City of Taylor and the dollar amounts generated (8b). The sales taxes can be reallocated in 1/8 of a cent increments. The reallocation of sales tax dollars must be approved by voters. Deadline to call the next election on May 7, 2016 is February 19, 2016. A summary sheet of the new legislation which allows for the reallocation of sales tax is included in your agenda materials (8c).

Note: any reduction in the portion of sales tax used to reduce the property tax rate would result in an increase in the property tax rate.

OTHER FUNDING

City staff will look for opportunities to reallocate resources to street maintenance/repairs and set a goal ($30,000-$50,000/cumulatively for a 3 year period) for funding to allocate annually to street repair/maintenance.

The current needs that will be addressed from this fee will be approximately 10-15% of failed streets which will cost $8,000,000 and to provide funding for maintenance.

City staff will continue to explore other sources of funding as it becomes available.

3. FINANCIAL/BUDGET

Method	Revenue to Be Raised
Chamber Option A	$1,080,000
Chamber Option B	$1,164,960
7-8% Poor Streets and Reduced Maintenance	$ 727,860
5-Tier Alternate	$1,081,620

4. RECOMMENDATION

Continue discussion.

5. REFERENCE FILES

4a TUF Comparisons of Methods

City of Taylor - Transportation User Fees - Method Comparisons 11/13/15 DRAFT

	Trip Generation Method	Modified Tier	Chamber - Option A	Chamber - Option B	7-8% Poor Streets & Reduced Maintenance	5 Tier Alternate
Residential % of Total Fees	33%	48%	64%	89%	67%	71%
Non-Residential % of Total Fees	67%	52%	36%	11%	33%	29%
Residential Rate - Single Family	$ 5.50	$ 8	$ 10	$ 15	$ 7	$ 11
Residential Rate - Multi-Family	$ 3.41	$ 5	$ 10	$ 15	$ 7	$ 11
Number of Single Family Residential	5,127	5,127	5127	5,127	5127	5127
Number of Multi-Family Residential	663	663	663	663	663	663
Total Number Business	341	341	450*	341	341	341
Tier I Rate	N/A	$ 30	$ 15	$ 30	$ 25	$ 15
Number of Business per Tier I	N/A	116	150	N/A	100	66
Number of Businesses with Fee Increase from Trip Generation Method	N/A	116	N/A	N/A	N/A	66
Tier II Rate	N/A	$ 90	$ 30	N/A	$ 50	$ 30
Number of Business per Tier II	N/A	101	145	N/A	100	151
Number of Businesses with Fee Increase from Trip Generation Method	N/A	98	N/A	N/A	N/A	50
Tier III Rate	N/A	$ 285	$ 100	N/A	$ 75	$ 75
Number of Business per Tier III	N/A	124	105	N/A	100	67
Number of Businesses with Fee Increase from Trip Generation Method	N/A	65		N/A	N/A	0
Tier IV Rate	N/A	N/A	$ 300	N/A	$ 125	$ 300
Number of Business per Tier IV	N/A	N/A	50	N/A	41	53
Number of Businesses with Fee Increase from Trip Generation Method	N/A	N/A	N/A	N/A	N/A	0
Tier V Rate	N/A	N/A	N/A	N/A	N/A	$ 1,500
Number of Business per Tier IV	N/A	N/A	N/A	N/A	N/A	4
Number of Businesses with Fee Increase from Trip Generation Method	N/A	N/A	N/A	N/A	N/A	0
Residential Annual Revenue	$ 355,203	$ 531,972	$ 694,800	$ 1,042,200	$ 486,360	$ 764,280
Non-Residential Annual Revenue	$ 743,563	$ 574,920	$ 385,200	$ 122,760	$ 241,500	$ 317,340
	$ 1,098,766	**$1,106,892**	**$ 1,080,000**	**$1,164,960**	**$ 727,860**	**$ 1,081,620**

*estimated number of business in lieu of parcels

City Council Meeting
December 10, 2015
Agenda Item Transmittal

Agenda Item #:	**5**
Agenda Title:	Consider the adoption of an Ordinance 2015-20 authorizing the issuance of the City of Taylor, Texas General Obligation Refunding Bonds; levying an Ad Valorem tax in support of the bonds; establishing procedures for selling and delivery of one or more series of the bonds; and authorizing other matters relating to the bonds.
Council Action to be taken:	Approve Ordinance 2012-15 as presented
Initiating Department:	**Finance Department**
Staff Contact:	**Rosemarie Dennis, Director**

1. INTRODUCTION/PURPOSE

The purpose of this agenda item is to seek Council's consideration to approve Ordinance 2015-20 and to authorize the issuance of General Obligation Refunding Bonds, Series 2015 and direct the City Manager and/or Mayor to act as pricing agent.

2. DESCRIPTION/ JUSTIFICATION

At the October 8th City Council meeting, Ms. Douglas gave a report and prepared a refunding analysis of the City's outstanding debt and based on her review of the City's outstanding debt, there is an opportunity for savings. As interest rates remain stabled, this is a perfect opportunity for us to proceed with refunding of these bonds.

The City solicited bids on its refunding bonds from 13 banks across the State and US. Unfortunately, no satisfactory bids were received that would generate sufficient savings. Based on the recommendation of our financial advisor, Jennifer Douglas, she recommends that Council consider authorizing a "refunding delegation" that would allow the Council to delegate pricing authority to staff in the event that savings meet the Council's minimum savings target. That way, if the market moves in the City's favor, the savings can be locked in without having to wait for the next Council meeting. Our advisors are continuing to work with the banks to gauge interest and solicit a bid while the banks work through their credit concerns.

This will be the first and only reading of Ordinance 2015-20 under the Texas Government Code 1201.028 a single meeting of governing body is sufficient for this purpose.

Jennifer Douglas and Bart Fowler will be present to answer any questions that Council may have.

3. FINANCIAL/BUDGET

The bonds will not be refunded unless it achieves a net present value debt service savings of not less than 5% of the principle amount of the Refunding Obligations. The bonds shall be issued in the aggregate principal amount not to exceed $9,100,000 for the purpose of providing funds for refunding obligations and paying cost of issuing bonds.

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

Staff recommends approving Ordinance 2015-20 authorizing the issuance of General Obligation Refunding Bonds, Series 2015 and directing the City Manager and/or the Mayor to act as pricing agent.

6. REFERENCE FILES

5a Ordinance 2015-20

DRAFT

ORDINANCE NO. __________

ORDINANCE AUTHORIZING THE ISSUANCE OF THE CITY OF TAYLOR, TEXAS GENERAL OBLIGATION REFUNDING BONDS; LEVYING AN AD VALOREM TAX IN SUPPORT OF THE BONDS; ESTABLISHING PROCEDURES FOR SELLING AND DELIVERY OF ONE OR MORE SERIES OF THE BONDS; AND AUTHORIZING OTHER MATTERS RELATING TO THE BONDS

Adopted December 10, 2015

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ORDINANCE AUTHORIZING THE ISSUANCE OF THE CITY OF TAYLOR, TEXAS GENERAL OBLIGATION REFUNDING BONDS; LEVYING AN AD VALOREM TAX IN SUPPORT OF THE BONDS; ESTABLISHING PROCEDURES FOR SELLING AND DELIVERY OF ONE OR MORE SERIES OF THE BONDS; AND AUTHORIZING OTHER MATTERS RELATING TO THE BONDS

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

WHEREAS, the City has duly issued and there is now outstanding various series of ad valorem tax obligations and utility system obligations; and

WHEREAS, the City Council of the City deems it advisable and in the best interest of the City to refund the Refunded Obligations, as defined in Exhibit "A" attached hereto, in order to achieve a net present value debt service savings of not less than 5.0% of the principal amount of the Refunded Obligations net of any City contribution with such savings, among other information and terms to be included in a pricing certificate to be executed by the City Manager, acting as the designated pricing officer of the City, or, in the absence of the City Manager, City 's Finance Director, all in accordance with the provisions of Chapter 1207 of the Texas Government Code thereof; and

WHEREAS, Chapter 1207, Texas Government Code, as amended ("Chapter 1207") authorizes the City to issue refunding bonds and to deposit the proceeds from the sale thereof together with any other available funds or resources, directly with a place of payment (paying agent) for the Refunded Obligations or with a trust company or commercial bank that does not act as depository for the City, and such deposit, if made before such payment dates, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Obligations; and

WHEREAS, Chapter 1207 further authorizes the City to enter into an escrow agreement with a paying agent for the Refunded Obligations or with a trust company or commercial bank that does not act as depository for the City with respect to the safekeeping, investment, reinvestment, administration and disposition of any such deposit, upon such terms and conditions as the City and such escrow agent may agree, provided that such deposits may be invested and reinvested in Defeasance Securities, as defined herein; and

WHEREAS, the Escrow Agreement hereinafter authorized, constitutes an agreement of the kind authorized and permitted by said Chapter 1207; and

WHEREAS, all the Refunded Obligations mature or are subject to redemption prior to maturity within 20 years of the date of the bonds hereinafter authorized: and

WHEREAS, the Bonds authorized by this Ordinance are being issued and delivered pursuant to the City Charter and Chapter 1207 of the Texas Government Code, as amended, and other applicable laws: 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.

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

Section 1. RECITALS. 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.

Section 2. DEFINITIONS. For all purposes of this Ordinance, except as otherwise expressly provided or unless the context otherwise requires, the terms defined in Exhibit "A" to this Ordinance have the meanings assigned to them in Exhibit "A".

Section 3. AMOUNT, NAME, PURPOSE AND AUTHORIZATION. The Bonds, each to be designated the "**CITY OF TAYLOR, TEXAS GENERAL OBLIGATION REFUNDING BONDS,**" in one or more Series are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, particularly Chapter 1207, Texas Government Code, as amended, and the Charter of the City. The Bonds shall be issued in the aggregate principal amount not to exceed $9,100,000 for the purpose of providing funds for (i) refunding the Refunded Obligations, and (ii) paying the costs of issuing the Bonds.

Section 4. DATE, DENOMINATION, MATURITIES, NUMBERS, INTEREST AND REDEMPTION. (a) Initially there shall be issued, sold, and delivered hereunder one or more Series of fully registered Bonds, without interest coupons, which may be in the form of Current Interest Bonds or Premium Compound Interest Bonds, numbered consecutively from R-1 upward, in the case of Current Interest Bonds, and from PC-1 upward, in the case of Premium Compound Interest Bonds (except the Initial Bond delivered to the Attorney General of the State of Texas which shall be numbered T-1 and TPC-1 respectively) payable to the respective initial Registered Owners thereof, or to the registered assignee or assignees of said Bonds or any portion or portions thereof, in Authorized Denominations, maturing not later than August 15, 2034, serially or otherwise on the dates, in the years and in the principal amounts, respectively, and dated, as all set forth in the Pricing Certificate to be executed and delivered by the Pricing Officer pursuant to subsection (b) of this section. Each Pricing Certificate is hereby incorporated in and made a part of this Ordinance. The Bonds shall be designated by the year in which they are awarded as set forth in each Pricing Certificate for a series of Bonds and the Pricing Certificate shall determine and designate the tax status of a Series of Bonds as the Taxable Bonds or Tax-Exempt Bonds. The authority for the Pricing Officer to execute and deliver a Pricing Certificate for a Series of Bonds shall expire at 5:00

p.m. C.D.T. on June 10, 2016. Bonds priced on or before June 10, 2016 may be delivered to the initial purchaser after such date.

(b) As authorized by Chapter 1207, Texas Government Code, as amended, the Pricing Officer is hereby authorized to act on behalf of the City in selling and delivering one or more Series of the Bonds, determining which of the Refundable Obligations shall be refunded and constitute Refunded Obligations under this Ordinance and carrying out the other procedures specified in this Ordinance, including determining the date of the Bonds, any additional or different designation or title by which the Bonds shall be known, the price at which the Bonds will be sold, the years in which the Bonds will mature, the principal amount to mature in each of such years, the aggregate principal amount of Current Interest Bonds and Premium Compound Interest Bonds, the rate or rates of interest to be borne by each such maturity, the interest payment periods, the dates, price, and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the City, as well as any mandatory sinking fund redemption provisions, whether any Series of Bonds shall be issued as Taxable Bonds or Tax-Exempt Bonds and all other matters relating to the issuance, sale, and delivery of the Bonds and the refunding of the Refunded Obligations, all of which shall be specified in the Pricing Certificate; provided that (i) the price to be paid for the Bonds shall not be less than 90% of the aggregate original principal amount thereof plus accrued interest thereon from its date to its delivery, (ii) none of the Bonds shall bear interest at a rate, or yield in the case of Premium Compound Interest Bonds, greater than the maximum authorized by law, and (iii) the refunding must produce a net present value debt service savings of at least 5.0% of the principal amount of the Refunded Obligations, net of any City contribution. In establishing the aggregate principal amount of the Bonds, the Pricing Officer shall establish an amount not to exceed the amount authorized in Section 3, which shall be sufficient to provide for the purposes for which the Bonds are authorized and to pay the costs of issuing the Bonds. The Bonds shall be sold by either competitive sale, private placement or negotiated sale as determined by the Pricing Officer, at such price, with and subject to such terms, as determined by the Pricing Officer in the Pricing Certificate. The Pricing Officer may not execute a Pricing Certificate unless the minimum required savings as described in this subsection is achieved.

To achieve advantageous borrowing costs for the City, the Bonds shall be sold on a negotiated, placement or competitive basis as determined by the Pricing Officer in the Pricing Certificate. In determining whether to sell the Bonds by negotiated, placement or competitive sale, the Pricing Officer shall take into account any material disclosure issues which might exist at the time, the market conditions expected at the time of the sale and any other matters which, in the judgment of the Pricing Officer, might affect the net borrowing costs on the Bonds.

If the Pricing Officer determines that a series of the Bonds should be sold at a competitive sale, the Pricing Officer shall cause to be prepared a notice of sale and official statement in such manner as the Pricing Officer deems appropriate, to make the notice of sale and official statement available to those institutions and firms wishing to submit a bid for the Bonds, to receive such bids, and to award the sale of the Bonds to the bidder submitting the best bid in accordance with the provisions of the notice of sale.

If the Pricing Officer determines that a series of the Bonds should be sold by a negotiated sale or placement, the Pricing Officer shall designate the placement purchaser or the senior managing underwriter for the Bonds and such additional investment banking firms as the Pricing Officer deems appropriate to assure that the Bonds are sold on the most advantageous terms to the City. The Pricing Officer, acting for and on behalf of the City, is authorized to enter into and carry out a Bond Purchase Agreement or other agreement for the Bonds to be sold by negotiated sale or placement, with the underwriters or placement purchasers at such price, with and subject to such terms as determined by the Pricing Officer pursuant to Section 3.02(b) above. Each Bond Purchase Agreement or other agreement shall be substantially in the form and substance previously approved by the City in connection with the authorization of ad valorem tax debt with such changes as are acceptable to the Pricing Officer.

In satisfaction of Section 1201.022(a)(3), Texas Government Code, the City Council determines that the delegation of the authority to the Pricing Officer to approve the final terms and conditions of each Series of the Bonds as set forth in this Ordinance is, and the decisions made by the Pricing Officer pursuant to such delegated authority and incorporated in the Pricing Certificate will be, in the best interests and shall have the same force and effect as if such determination were made by the City Council and the Pricing Officer is hereby authorized to make and include in a Pricing Certificate an appropriate finding to that effect.

(c) The Current Interest Bonds shall bear interest calculated on the basis of a 360-day year composed of twelve 30-day months from the dates specified in the FORM OF BONDS set forth in this Ordinance to their respective dates of maturity or redemption at the rates per annum set forth in the Pricing Certificate.

The Premium Compound Interest Bonds shall bear interest from the Issuance Date, calculated on the basis of a 360-day year composed of twelve 30-day months (subject to rounding to the Compounded Amounts thereof), compounded on the Compounding Dates as set forth in the Pricing Certificate, and payable, together with the principal amount thereof, in the manner provided in the Form of Bonds at the rates set forth in the Pricing Certificate. Attached to the Pricing Certificate, if Premium Compound Interest Bonds are to be issued, shall be the Accretion Table. The Accreted Value with respect to any date other than a Compounding Date is the amount set forth on the Accretion Table with respect to the last preceding Compounding Date, plus the portion of the difference between such amount and the amount set forth on the Accretion Table with respect to the next succeeding Compounding Date that the number of days (based on 30-day months) from such last preceding Compounding Date to the date for which such determination is being calculated bears to the total number of days (based on 30-day months) from such last preceding Compounding Date to the next succeeding Compounding Date.

(d) Right of Redemption. The City reserves the right, at its option, to redeem the Bonds as set forth in the FORM OF BOND and the Pricing Certificate. The City, at least thirty (30) days before the date of any optional redemption, shall notify the Paying Agent/Registrar of such redemption date and of the amount and maturity of the Bonds to be redeemed.

(e) Notice of Redemption to Bondholder. The Paying Agent/Registrar shall give notice of any redemption of the Bonds by sending notice by first class United States mail, postage prepaid, not less than twenty (20) days before the date fixed for redemption, to the Bondholder at the address shown in the Register. The notice shall state among other things, the redemption date, the redemption price, the place at which the Bonds are to be surrendered for payment, and that the Bonds so called for redemption shall cease to bear interest after the redemption date. Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Bondholder receives such notice. With respect to any optional redemption of the Bonds, unless certain prerequisites to such redemption required by or this Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds 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 Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

(f) Effect of Redemption. Notice of redemption having been given as provided in this Section, the Bonds called for redemption shall become due and payable on the date fixed for redemption and, unless the City defaults in the payment of the principal thereof or accrued interest thereon, such Bonds thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bond is presented and surrendered for payment on such date. If the Bonds thereof called for redemption are not so paid upon presentation and surrender thereof for redemption, such Bonds thereof shall continue to bear interest at the rate stated on the Bond until paid or until due provision is made for the payment of same.

(g) Conditional Notice of Redemption. With respect to any optional redemption of the Bonds, unless certain prerequisites to such redemption required by this Ordinance have been met and moneys sufficient to pay the principal of the premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent prior to the giving of such notice of redemption, such notice shall sate 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 Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

Section 5. CHARACTERISTICS OF THE BONDS. (a) Registration, Transfer, Conversion and Exchange; Authentication. The City shall keep or cause to be kept at the Paying Agent/Registrar, which shall be The Bank of New York Mellon Trust Company, N.A., in Dallas, Texas unless such other bank or trust company is hereafter appointed as may be determined by the Pricing Officer at pricing of the Bonds (the "Paying Agent/Registrar") books or records for the registration of the transfer, conversion and exchange of the Bonds (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 within three days of presentation in due and proper form. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the Registered Owner of each Bond to which payments with respect to the Bonds 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 a copy of the Registration Books available in 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 Bond or Bonds. Registration of assignments, transfers, conversions and exchanges of Bonds shall be made in the manner provided and with the effect stated in the FORM OF BOND set forth in this Ordinance. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond.

Except as provided in Section 5(c) hereof, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign the Bond, and no such Bond shall be deemed to be issued or outstanding unless such Bond is so executed. The Paying Agent/Registrar promptly shall cancel all paid Bonds and Bonds surrendered for conversion and exchange. No additional orders, ordinances, 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 Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Bonds in the manner prescribed herein, and the Bonds shall be of type composition printed on paper with lithographed or steel engraved borders of customary weight and strength. Pursuant to Chapter 1206, Texas Government Code, as amended, and particularly Subchapter B thereof, the duty of conversion and exchange of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of the Bond, the converted and exchanged Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bonds which initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(b) Payment of Bonds 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 Bonds, 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 Bonds, and of all conversions and exchanges of Bonds, and all replacements of Bonds, 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 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 (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 Bonds (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bonds to be payable only to the Registered Owners thereof, (ii) may be transferred and assigned, (iii) may be converted and exchanged for other Bonds, (iv) shall have the characteristics, (v) shall be signed, sealed, executed and authenticated, (vi) the principal of and interest on the Bonds shall be payable, and (vii) shall be administered and the Paying Agent/Registrar and the City shall have certain duties and responsibilities with respect to the Bonds, all as provided, and in the manner and to the effect as required or indicated, in the Pricing Certificate and the FORM OF BOND set forth in this Ordinance. The Bonds initially issued and delivered pursuant to this Ordinance are not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Bond issued in conversion of and exchange for any Bond or Bonds 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 BOND.

(d) Substitute Paying Agent/Registrar. The City covenants with the Registered Owners of the Bonds that at all times while the Bonds 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 Bonds 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 Bonds, 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 Bonds, 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 Bonds issued in exchange for the Bonds initially issued as provided in Section 4(i) shall be issued in the form of a separate single fully registered Bond 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 Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Bonds 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 Bonds. 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 Bonds, (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 Bonds, 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 Bonds. 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 Bond is registered in the Registration Books as the absolute owner of such Bond for the purpose of payment of principal of and interest, with respect to such Bond, for the purposes of registering transfers with respect to such Bond, and for all other purposes of registering transfers with respect to such Bonds, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Bonds 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 Bonds 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 Bond 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 Bond, 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 Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds 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 Bond 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 Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, and interest on such Bond and all notices with respect to such Bond 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 Bonds.

(i) Cancellation of Initial Bond. On the closing date, one Initial Bond representing the entire principal amount of the Bonds, payable in stated installments to the order of the Underwriter of the Bonds or its designee, executed by manual or facsimile signature of the Mayor or Mayor Pro-tem and City Secretary, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to such Underwriters or its designee. Upon payment for the Initial Bond, the Paying Agent/Registrar shall cancel the Initial Bond and deliver to DTC on behalf of such Underwriters one registered definitive Bond for each year of maturity of the Bonds, in the aggregate principal amount of all the Bonds for such maturity.

Section 6. FORM OF BOND. The form of the Bond, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment, the form of initial Bond and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Bonds 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 including any reproduction of an opinion of counsel and information regarding the issuance of any bond insurance policy.

FORM OF BOND

(All blanks and any appropriate or necessary insertions or deletions, to be completed as determined by the Pricing Officer in the Pricing Certificate.)

NO. R-	**UNITED STATES OF AMERICA STATE OF TEXAS WILLIAMSON COUNTY**	**PRINCIPAL AMOUNT $__________**

CITY OF TAYLOR, TEXAS
GENERAL OBLIGATION REFUNDING BOND,
SERIES _____*

*To be completed as determined by the Pricing Officer in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in the Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.

[FORM OF FIRST PARAGRAPHS OF CURRENT INTEREST BONDS]

INTEREST RATE	**DATE OF BOND**	**MATURITY DATE**	**CUSIP NO.**
	_________		

REGISTERED OWNER:

PRINCIPAL AMOUNT: **DOLLARS**

ON THE MATURITY DATE specified above, **CITY OF TAYLOR, 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 _________, 20___*, on __________, 20___* and semiannually thereafter on each __________* and ___________* to the maturity date specified above, or the date of redemption prior to maturity, at the interest rate per annum specified above calculated on the basis of a 360-day year of twelve 30-day months; except that if this Bond 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 Bond or Bonds, if any, for which this Bond is being exchanged or converted from is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full. Notwithstanding the foregoing, during any period in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, 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.

THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Bond shall be paid to the Registered Owner hereof upon presentation and surrender of this Bond at maturity or upon the date fixed for its redemption prior to maturity, at The Bank of New York Mellon Trust Company, N.A., (the "Paying Agent/Registrar") at their office for payment in Dallas, Texas (the "Designated Payment/Transfer Office"). The payment of interest on this Bond 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 Bond (the "Bond 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 on the close of business on the last business day of the month next preceding 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 Bond appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

DURING ANY PERIOD in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, if fewer than all of the Bonds of the same maturity and bearing the same interest rate are to be redeemed, the particular Bonds of such maturity and bearing such interest rate shall be selected in accordance with the arrangements between the City and the securities depository.

**[FORM OF FIRST PARAGRAPHS
OF PREMIUM COMPOUND INTEREST BOND]**

NO. PC-

**MATURITY
AMOUNT
$_______**

INTEREST RATE	**ISSUANCE DATE**	**DATE OF BONDS**	**MATURITY DATE**

REGISTERED OWNER:

MATURITY AMOUNT:

ON THE MATURITY DATE SPECIFIED ABOVE, CITY OF TAYLOR, TEXAS (the "City"), being a political subdivision and municipal corporation 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 Maturity Amount set forth above, representing the principal amount hereof and accrued and compounded interest hereon. Interest shall accrue on the principal amount hereof from the Issuance Date at the interest rate per annum specified above, calculated on the basis of a 360 day year comprised of twelve 30 day months, compounded semiannually on __________* and __________* of each year commencing __________, 20___*. For convenience of reference a table of the "Accreted Value" per $5,000 Maturity Amount is printed on the reverse side of this Bond.

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* To be completed as determined by the Pricing Officer in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in the Form of Bond or contains information to complete missing information in this Form of bond, the language in the Pricing Certificate shall be used in the executed Bonds.

The term "Accreted Value" as set forth in the table on the reverse side hereof shall mean the original principal amount plus initial premium per $5,000 Maturity Amount compounded semiannually on __________* and __________* at the yield shown on such table.

THE MATURITY AMOUNT of this Bond is payable in lawful money of the United States of America, without exchange or collection charges. The Maturity Amount of this Bond shall be paid to the Registered Owner hereof upon presentation and surrender of this Bond at maturity, at the designated office for payment of The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, which is the "Paying Agent/Registrar" for this Bond, and shall be drawn by the Paying Agent/Registrar on, and solely from, funds of the City required by the order authorizing the issuance of the Bonds (the "Bond Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided, payable to the Registered Owner hereof, as it appears on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. The City covenants with the Registered Owner of this Bond that on or before the Maturity Date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Ordinance, the amounts required to provide for the payment, in immediately available funds of the Maturity Amount, when due. Notwithstanding the foregoing, during any period in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, 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.

[FORM OF REMAINDER OF EACH BOND]

ANY ACCRUED INTEREST due at maturity as provided herein shall be paid to the Registered Owner upon presentation and surrender of this Bond for payment at the Designated Payment/Transfer Office of the Paying Agent/Registrar. The City covenants with the Registered Owner of this Bond that on or before each payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bonds, when due.

IF THE DATE for the payment of the principal of or interest on this Bond 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 BOND is one of a series of Bonds dated ___________, 20___*, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of

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*To be completed as determined by the Pricing Officer in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in the Form of Bond or contains information to complete missing information in this Form of bond, the language in the Pricing Certificate shall be used in the executed Bonds.

$__________*, TO PROVIDE FUNDS FOR THE FOLLOWING: (I) REFUNDING THE REFUNDED OBLIGATIONS; AND (II) PAYING THE COSTS ASSOCIATED WITH THE ISSUANCE OF THE BONDS.

ON ___________, 20___*, or on any date thereafter, the Bonds of this Series maturing on and after ___________, 20___* 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 from time to time 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 Bonds, or a portion thereof, within such maturity to be redeemed (provided that a portion of a Bond may be redeemed only in an integral multiple of $5,000).

[**THE BONDS MATURING ON _________, __*** are subject to mandatory sinking fund redemption by lot prior to maturity in the following amounts on the following dates and at a price of par plus accrued interest to the redemption date ("Term Bonds").

Term Bonds Maturing on __________, 20___*

Redemption Date *	Principal Amount *
__________, 20___	$
__________, 20___†	$ †

____

† Final Maturity

THE PRINCIPAL AMOUNT of the Term Bonds required to be redeemed pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the City by the principal amount of any Term Bonds of the stated maturity which, at least 50 days prior to a mandatory redemption date, (1) shall have been acquired by the City at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the City with monies in the Interest and Sinking Fund at a price not exceeding the principal amount of the Term Bonds plus accrued interest to the date of purchase thereof, or (3) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory sinking fund redemption requirement.]*

NO LESS THAN 30 days prior to the date fixed for any such redemption, 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 Bond 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 45th day prior to the redemption date 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

*Use of Term Bonds, if any, to be determined by the Pricing Officer.

proceedings for the redemption of any Bonds. 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 Bonds or portions thereof which are to be so redeemed. If due provision for such payment is made, all as provided above, the Bonds or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they 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. If a portion of any Bonds shall be redeemed a substitute Bonds or Bonds having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of $5,000, at the written request of the Registered Owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Registered Owner upon the surrender thereof for cancellation, at the expense of the City, all as provided in the Bond Ordinance.

WITH RESPECT TO any optional redemption of the Bonds, unless certain prerequisites to such redemption required by the Bond Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds 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 Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

ALL BONDS OF THIS SERIES are issuable solely as fully registered Bonds, without interest coupons, in the denomination of any integral multiple of $5,000. As provided in the Bond Ordinance, this Bond, or any unredeemed portion hereof, 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 Bonds, without interest coupons, payable to the appropriate Registered Owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of $5,000 as requested in writing by the appropriate Registered Owner, assignee or assignees, as the case may be, upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Bond Ordinance. Among other requirements for such assignment and transfer, this Bond 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 Bond or any portion or portions hereof in any integral multiple of $5,000 to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Bond 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 Bond 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 Bond 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 during the period commencing on the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date.

WHENEVER the beneficial ownership of this Bond is determined by a book entry at a securities depository for the Bonds, the foregoing requirements of holding, delivering or transferring this Bond 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 Bonds is changed by the City, resigns, or otherwise ceases to act as such, the City has covenanted in the Bond Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Registered Owners of the Bonds.

IT IS HEREBY certified, recited, and covenanted that this Bond 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 Bond have been performed, existed, and been done in accordance with law; and that ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due, and as such principal matures, have been levied and ordered to be levied against all taxable property in the City, and have been pledged for such payment, within the limit prescribed by law.

BY BECOMING the Registered Owner of this Bond, the Registered Owner thereby acknowledges all of the terms and provisions of the Bond Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Bond 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 Bond and the Bond Ordinance constitute a contract between each Registered Owner hereof and the City.

IN WITNESS WHEREOF, the City has caused this Bond 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 Secretary and has caused the official seal of the City to be duly impressed, or placed in facsimile, on this Bond.

______________________________	______________________________
City Secretary	Mayor

[CITY SEAL]

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE
(To be executed if this Bond 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 Bond has been issued under the provisions of the Bond Ordinance described in the text of this Bond; and that this Bond has been issued in conversion or replacement of, or in exchange for, a Bond, Bonds, or a portion of a Bond or Bonds 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

____
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 Bond and all rights thereunder, and hereby irrevocably constitutes and appoints ____, attorney, to register the transfer of the within Bond 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 Bond in every particular, without alteration or enlargement or any change whatsoever.

FORM OF REGISTRATION CERTIFICATE OF THE COMPTROLLER OF PUBLIC ACCOUNTS FOR THE INITIAL BOND ONLY:

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO.

I hereby certify that this Bond has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Bond 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 BONDS

(i) The initial Current Interest Bonds shall be in the form set forth in this Exhibit, except that:

A. immediately under the name of the Bond, 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 MATURITY DATE SPECIFIED ABOVE,** the City of Taylor, Texas (the "Issuer"), being a political subdivision, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on __________, 20___* in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

Principal Amount	Maturity Date	Interest Rates

(Information for the Current Interest Bonds from the Pricing Certificate to be inserted)

The Issuer 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 _________, 20___* at the respective Interest Rate per annum specified above. Interest is payable on _________, 20___* and semiannually on each __________* and __________* thereafter to the date of payment of the principal installment specified above; except, that if this Bond 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 Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full."

C. The initial Bond shall be numbered "T-1."

(ii) The Initial Compound Interest Bond shall be in the form set forth in this Section, except that:

A. immediately under the name of the Bond, 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:

"**THE CITY OF TAYLOR, 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 Payment at Maturity on __________* in each of the years and in installments of the respective Maturity Amounts set forth in the following schedule:

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* To be completed as determined by the Pricing Officer in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in the Form of Bond or contains information to complete missing information in this Form of bond, the language in the Pricing Certificate shall be used in the executed Bonds.

*To be completed as determined by the Pricing Officer in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in the Form of Bond or contains information to complete missing information in this Form of bond, the language in the Pricing Certificate shall be used in the executed Bonds.

Principal Amount	Maturity Date	Interest Rate

(Information for the Premium Compound Interest Bonds from the
Pricing Certificate to be inserted)

The amount shown above as the respective Maturity Amounts represent the principal amount hereof and accrued and compounded interest hereon. Interest shall accrue on the principal amount hereof from the Issuance Date at the interest rate per annum specified above, compounded semiannually on ________* and ________* of each year commencing _______, 20___.* For convenience of reference, a table appears on the back of this Bond showing the "Compounded Amount" of the original principal amount plus initial premium, if any, per $5,000 Maturity Amount compounded semiannually at the yield shown on such table."

C. the Initial Premium Compound Interest Bond shall be numbered "TPC-1."

Section 7. TAX LEVY. A special Interest and Sinking Fund (the "Interest and Sinking Fund") is hereby created solely for the benefit of the Bonds, and the Interest and Sinking Fund shall be established and maintained by the City at an official depository bank of the City. The Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the City, and shall be used only for paying the interest on and principal of the Bonds. All ad valorem taxes levied and collected for and on account of the Bonds shall be deposited, as collected, to the credit of the Interest and Sinking Fund. During each year while any of the Bonds or interest thereon are outstanding and unpaid, the governing body of the 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 the Bonds as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of the Bonds as such principal matures (but never less than 2% of the original principal amount of the Bonds as a sinking fund each year); and the tax shall be based on the latest approved tax rolls of the City, with full allowance being made for tax delinquencies and the cost of tax collection. The rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in the City for each year while any of the Bonds or interest thereon are outstanding and unpaid; and the tax shall be assessed and collected each such year and deposited to the credit of the Interest and Sinking Fund. The ad valorem taxes sufficient to provide for the payment of the interest on and principal of the Bonds, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law. Accrued interest on the Bonds shall be deposited in the Interest and Sinking Fund.

Chapter 1208, Texas Government Code, applies to the issuance of the Bonds and the pledge of the ad valorem taxes granted by the City under this Section, and is therefore valid, effective, and perfected. If Texas law is amended at any time while the Bonds are outstanding and unpaid such that the pledge of the ad valorem taxes granted by the City under this Section is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the Owners of the Bonds 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 8. ESTABLISHMENT OF PROJECT FUND AND ESCROW FUND. (a) Project Fund. The Project Fund is hereby created and shall be established and maintained by the City at an official depository bank of the City. Proceeds from the sale of the Bonds minus any amounts deposited into the Interest and Sinking Fund and the Escrow Fund, shall be deposited in the Project Fund.

(b) Investment of Funds. The City hereby covenants that the proceeds of the sale of the Bonds will be used as soon as practicable for the purposes for which the Bonds are issued. Obligations purchased as an investment of money in any fund shall be deemed to be a part of such fund. Any money in any fund created by this Ordinance may be invested in Permitted Investments as permitted by the Public Funds Investment Act, as amended and the City's Investment Policy.

(c) Security for Funds. All funds created by this Ordinance shall be secured in the manner and to the fullest extent required by law for the security of funds of the City.

(d) Maintenance of Funds. Any funds created pursuant to this Ordinance, other than the Escrow Fund, may be created as separate funds or accounts or as subaccounts of the City's General Fund held by the City's depository, and, as such, not held in separate bank accounts, such treatment shall not constitute a commingling of the monies in such funds or of such funds and the City shall keep full and complete records indicating the monies and investments credited to each such fund.

(e) Escrow Fund. A portion of the proceeds of the Bonds, together with any cash contribution, in an amount necessary to refund the Refunded Obligations shall be deposited in the Escrow Fund created and governed by the terms of the Escrow Agreement.

(f) Interest Earnings. Interest earnings derived from the investment of proceeds from the sale of the Bonds shall be used along with the Bond proceeds for the purpose for which the Bonds are issued as set forth in Section 3 hereof or to pay principal or interest payments on the Bonds; 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 12 hereof in order to prevent the Bonds from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

Section 9. DEFEASANCE OF BONDS (a) Any Bond and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Bond") within the meaning of this Ordinance, except to the extent provided in subsections (c) and (e) of this Section, when payment of the principal of such Bond, 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 Bonds shall have become due and payable or (3) any combination of (1) and (2). At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied 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 Bond as aforesaid when proper notice of redemption of such Bonds 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 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 Bond and premium, if any, and interest thereon with respect to which such money has been so deposited, shall be remitted to 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 Bonds and premium, if any, and interest thereon, shall be applied to and used solely for the payment of the particular Bonds 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 Bonds shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bonds 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 Bonds and such Bonds 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 Bond affected thereby.

(e) Notwithstanding the provisions of subsection (a) immediately above, to the extent that, upon the defeasance of any Defeased Bond to be paid at its maturity, the City retains the right under Texas law to later call that Defeased Bond for redemption in accordance with the provisions of this Ordinance, the City may call such Defeased Bond 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 Bond as though it was being defeased at the time of the exercise of the option to redeem the Defeased Bond and the effect of the redemption is taken into account in determining the sufficiency of the provisions made for the payment of the Defeased Bond.

Section 10. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BONDS. (a) Replacement Bonds. In the event any outstanding Bond is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new Bond of the same principal amount, maturity, and interest rate, as the damaged, mutilated, lost, stolen, or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

(b) Application for Replacement Bonds. Application for replacement of damaged, mutilated, lost, stolen, or destroyed Bonds shall be made by the Registered Owner thereof to the Paying Agent/Registrar. In every case of loss, theft, or destruction of a Bond, the Registered Owner applying for a replacement bond 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 Bond, 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 Bond, as the case may be. In every case of damage or mutilation of a Bond, the Registered Owner shall surrender to the Paying Agent/Registrar for cancellation the Bond so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Bond 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 Bond, the City may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a replacement Bond, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Bonds. Prior to the issuance of any replacement Bond, the Paying Agent/Registrar shall charge the Registered Owner of such Bond with all legal, printing, and other expenses in connection therewith. Every replacement Bond issued pursuant to the provisions of this Section by virtue of the fact that any Bond is lost, stolen, or destroyed shall constitute a contractual obligation of the City whether or not the lost, stolen, or destroyed Bond 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 Bonds duly issued under this Ordinance.

(e) Authority for Issuing Replacement Bonds. In accordance with Subchapter B of Texas Government Code, Chapter 1206, this Section of this Ordinance shall constitute authority for the issuance of any such replacement Bond 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 Bonds is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Bonds in the form and manner and with the effect, as provided in Section 4(a) of this Ordinance for Bonds issued in conversion and exchange for other Bonds.

Section 11. <u>CUSTODY, APPROVAL, AND REGISTRATION OF BONDS; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED</u>. The Pricing Officer is hereby authorized to have control of the Bonds initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Bonds 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 Bonds the Comptroller of Public Accounts (or a deputy designated in writing to act for the Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Bonds, and the seal of the 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 may, at the option of the City, be printed on the Bonds 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 Bonds. In addition, if bond insurance or other credit enhancement is obtained, the Bonds may bear an appropriate legend.

Section 12. <u>COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE TAX-EXEMPT BONDS</u>. (a) <u>Covenants</u>. The City covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Tax-Exempt Bonds 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 Issuer covenants as follows:

(1) to use all of the proceeds of the Tax-Exempt Bonds for the purposes set forth in Section 3 and the payment of principal, interest and redemption premium on the Refunded Obligations;

(2) to take any action to assure that no more than 10 percent of the proceeds of the Tax-Exempt Bonds or the Refunded Obligations or the projects financed or refinanced 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 Tax-Exempt Bonds or the Refunded Obligations or the projects financed or refinanced 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 Tax-Exempt Bonds, 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 Bonds or the Refunded Obligations or the projects financed or refinanced 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 Tax-Exempt Bonds (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 Tax-Exempt Bonds 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 Tax-Exempt Bonds 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 Tax-Exempt Bonds, 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 Tax-Exempt Bonds, other than investment property acquired with --

(A) proceeds of the Tax-Exempt Bonds invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 30 days,

(B) amounts invested in a bona fide debt service fund, within the meaning of section l.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 Tax-Exempt Bonds;

(8) to otherwise restrict the use of the proceeds of the Tax-Exempt Bonds or amounts treated as proceeds of the Tax-Exempt Bonds, as may be necessary, so that the Tax-Exempt Bonds 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); and

(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 Tax-Exempt Bonds) 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 Tax-Exempt Bonds 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.

(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 Obligations not expended prior to the date of issuance of the Tax-Exempt Bonds. 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 Tax-Exempt Bonds, 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 Tax-Exempt Bonds 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 Tax-Exempt Bonds, 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 Bonds 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 Tax-Exempt Bonds. 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 3 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 Ordinance for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the City recognizes that in Ordinance 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 Tax-Exempt Bonds, or (2) the date the Tax-Exempt Bonds 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 Tax-Exempt Bonds. 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) Disposition of Project. The City covenants that the property constituting the projects financed or refinanced with the proceeds of the Tax-Exempt Bonds 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 Tax-Exempt Bonds. 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.

(g) Designation as Qualified Tax-Exempt Obligations. The Pricing Officer is authorized to designate the Tax-Exempt Bonds as bank qualified obligations if the City qualifies to make such a designation at the time of pricing the Tax-Exempt Bonds.

Section 13. APPROVAL OF OFFERING DOCUMENTS, PAYING AGENT/REGISTRAR AGREEMENT AND ESCROW AGREEMENT. The Pricing Officer is hereby authorized to approve a Preliminary Official Statement, the Official Statement relating to the Bonds and any addenda, supplement or amendment thereto and to deem such documents final in accordance with Rule 15c2-12 of the Bonds are issued through a public offering. The City further approves the distribution of such Official Statement in the reoffering of the Bonds by the underwriters in final form, with such changes therein or additions thereto as the Pricing Officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof.

The Paying Agent/Registrar Agreement by and between the City and the Paying Agent/Registrar ("Paying Agent Agreement") in substantially the form and substance previously approved by the City Council is hereby approved and the Pricing Officer is hereby authorized and directed to complete, amend, modify and execute the Paying Agent Agreement as necessary.

The discharge and defeasance of Refunded Obligations shall be effectuated pursuant to the terms and provisions of an Escrow Agreement, in the form and containing the terms and provisions as shall be approved by a Pricing Officer, including any insertions, additions, deletions, and modifications as may be necessary (a) to carry out the program designed for the City by the underwriters or purchaser, (b) to maximize the City's present value savings and/or to minimize the City's costs of refunding, (c) to comply with all applicable laws and regulations relating to the refunding of the Refunded Obligations and (d) to carry out the other intents and purposes of this Ordinance; and, the Pricing Officer is hereby authorized to execute and deliver such Escrow Agreement, on behalf of the City, in multiple counterparts.

To maximize the City's present value savings and to minimize the City's costs of refunding, the City hereby authorizes and directs that certain of the Refunded Obligations shall be called for redemption prior to maturity in the amounts, at the dates and at the redemption prices set forth in the Pricing Certificate, and the Pricing Officer is hereby authorized and directed to take all necessary and appropriate action to give or cause to be given a notice of redemption to the holders or paying agent/registrars, as appropriate, of such Refunded Obligations, in the manner required by the documents authorizing the issuance of such Refunded Obligations.

The Pricing Officer and the Escrow Agent are each hereby authorized (a) to subscribe for, agree to purchase, and purchase Defeasance Securities that are permitted investments for a defeasance escrow established to defease Refunded Obligations, and to execute any and all subscriptions, purchase agreements, commitments, letters of authorization and other documents necessary to effectuate the foregoing, and any actions heretofore taken for such purpose are hereby ratified and approved, and (b) to authorize such contributions to the escrow fund as are provided in the Escrow Agreement.

Section 14. INSURANCE PROVISIONS. In connection with the sale of the Bonds, the City may obtain municipal bond insurance policies from one or more recognized municipal bond insurance organizations (the "Bond Insurer" or "Bond Insurers") to guarantee the full and complete payment required to be made by or on behalf of the City on the Bonds. The Pricing Officer is hereby authorized to sign a commitment letter or insurance agreement with the Bond Insurer or Bond Insurers and to pay the premium for the bond insurance policies at the time of the delivery of the Bonds to the Underwriter out of the proceeds of sale of the Bonds or from other available funds and to execute such other documents and certificates as necessary in connection with the bond insurance policies as the Pricing Officer may deem appropriate. Printing on the Bonds covered by the bond insurance policies a statement describing such insurance, in form and substance satisfactory to the Bond Insurer and the Pricing Officer, is hereby approved and authorized. The Pricing Certificate may contain provisions related to the bond insurance policies, including payment provisions thereunder, and the rights of the Bond Insurer or Insurers, and any such provisions shall be read and interpreted as an integral part of this Ordinance.

Section 15. CONTINUING DISCLOSURE UNDERTAKING. (a) Annual Reports. The City shall provide annually to the MSRB, in an electronic format as prescribed by the MSRB, within six months after the end of any fiscal year, financial information and operating data with respect to the City as determined by the Pricing Officer at the time the Bonds are sold. The Pricing Certificate shall specify such financial and operating data of the general type included in a final Official Statement authorized by Section 13 of this Ordinance. Any financial statements to be so provided shall be (1) prepared in accordance with the accounting principles described in Exhibit "B" 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) Certain 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 Bonds:

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 status of the Bonds, or other events affecting the status of the Bonds.

G. Modifications to rights of holders of the Bonds, if material within the meaning of the federal securities laws;

H. Bond calls, if material within the meaning of the federal securities laws and tender offers;

I. Defeasances;

J. Release, substitution, or sale of property securing repayment of the Bonds, 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.

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 Bonds within the meaning of the Rule, except that the City in any event will give notice of any deposit made in accordance with Section 8 of this Ordinance that causes the Bonds no longer to be outstanding.

The provisions of this Section are for the sole benefit of the holders and beneficial owners of the Bonds, 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 Bonds 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 Bonds 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 Bonds in the primary offering of the Bonds 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 Bonds 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 Bonds. 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 Bonds in the primary offering of the Bonds.

Section 16. AMENDMENT OF ORDINANCE. The City hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

(a) The City may from time to time, without the consent of any holder, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance in Ordinance to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the holders, (ii) grant additional rights or security for the benefit of the holders, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the holders, (iv) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, (v) obtain insurance or ratings on the Bonds, (vi) obtain the approval of the Attorney General of the State Texas, or (vii) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be inconsistent with the provisions of this Ordinance and that shall not in the opinion of the City's Bond Counsel materially adversely affect the interests of the holders.

(b) Except as provided in paragraph (a) above, the holders of Bonds aggregating in principal amount 51% of the aggregate principal amount of then outstanding Bonds that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the City; provided, however, that without the consent of 100% of the holders in aggregate principal amount of the then outstanding Bonds, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in any of the Bonds so as to:

(1) Make any change in the maturity of any of the outstanding Bonds;

(2) Reduce the rate of interest borne by any of the outstanding Bonds;

(3) Reduce the amount of the principal of, or redemption premium, if any, payable on any outstanding Bonds;

(4) Modify the terms of payment of principal or of interest or redemption premium on outstanding Bonds or any of them or impose any condition with respect to such payment; or

(5) Change the minimum percentage of the principal amount of any series of Bonds necessary for consent to such amendment.

(c) If at any time the City shall desire to amend this Ordinance under this Section, the City shall send by U.S. mail to each registered owner of the affected Bonds a copy of the proposed amendment and cause notice of the proposed amendment to be published at least once in a financial publication published in The City of New York, New York or in the State of Texas. Such published notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the office of the City for inspection by all holders of such Bonds.

(d) Whenever at any time within one year from the date of publication of such notice the City shall receive an instrument or instruments executed by the holders of at least 51% in aggregate principal amount of all of the Bonds then outstanding that are required for the amendment, which instrument or instruments shall refer to the proposed amendment and that shall specifically consent to and approve such amendment, the City may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the City and all holders of such affected Bonds shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the holder of a Bond pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the publication of the notice provided for in this Section, and shall be conclusive and binding upon all future holders of the same Bond during such period. Such consent may be revoked at any time after six months from the date of the publication of said notice by the holder who gave such consent, or by a successor in title, by filing notice with the City, but such revocation shall not be effective if the holders of 51% in aggregate principal amount of the affected Bonds then outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

Section 17. 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 Bonds 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 Bonds, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, 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 Bonds 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 Bonds 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 Bonds 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 Bond 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 18. NO RECOURSE AGAINST CITY OFFICIALS. No recourse shall be had for the payment of principal of or interest on the Bonds or for any claim based thereon or on this Ordinance against any official of the City or any person executing any Bonds.

Section 19. PAYMENT OF ATTORNEY GENERAL FEE. The City hereby authorizes the disbursement of a fee equal to the lesser of (i) one-tenth of one percent of the principal amount of the Bonds or (ii) $9,500, provided that such fee shall not be less than $750, to the Attorney General of Texas Public Finance Division for payment of the examination fee charged by the State of Texas for the Attorney General's review and approval of public securities and credit agreements, as required by Section 1202.004 of the Texas Government Code. The appropriate member of the City's staff is hereby instructed to take the necessary measures to make this payment. The City is also authorized to reimburse the appropriate City funds for such payment from proceeds of the Bonds.

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 Ordinance to carry out the terms and provisions of this Ordinance, the Bonds, the initial sale and delivery of the Bonds, the Paying Agent/Registrar Agreement, the Bond Purchase Agreement and the Official Statement. In addition, prior to the initial delivery of the Bonds, the Mayor, Director of Finance and Bond Counsel are hereby authorized and directed to approve any changes or corrections to this Ordinance or to any of the instruments authorized and approved by this Ordinance necessary in Ordinance 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 or (ii) obtain the approval of the Bonds by the Texas Attorney General's office.

In case any officer of the City whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, 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 Bonds and the validity of the lien on and pledge to secure the payment of the Bonds.

Section 22. INCONSISTENT PROVISIONS. All ordinances 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. <u>INTERESTED PARTIES</u>. 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 Bonds, 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 Bonds.

Section 24. <u>NO PERSONAL LIABILITY</u>. No covenant or agreement contained in the Bonds, 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 Bonds 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 Bonds.

Section 25. <u>SEVERABILITY</u>. 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.

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IN ACCORDANCE WITH SECTION 1201.028, Texas Government Code, passed and approved on the first and final reading on the 10th day of December, 2015.

CITY OF TAYLOR:

____
By: Mayor, City of Taylor, Texas

ATTEST:

____
City Clerk, City of Taylor, Texas

EXHIBIT A

DEFINITIONS

As used in this Ordinance, the following terms and expressions shall have the meanings set forth below, unless the text hereof specifically indicates otherwise:

"*Accountant*" means an independent certified public accountant or accountants or a firm of an independent certified public accountants, in either case, with demonstrated expertise and competence in public accountancy.

"*Accreted Value*" means, with respect to a Premium Compound Interest Bond, as of any particular date of calculation, the original principal amount thereof, plus all interest accrued and compounded to the particular date of calculation, as determined in accordance with the Pricing Certificate and the Accretion Table attached as an exhibit to the Pricing Certificate relating to the respective Bonds that shows the Accreted Value per $5,000 maturity amount on the calculation date of maturity to its maturity.

"*Accretion Table*" means the exhibit attached to the Pricing Certificate that sets forth the rounded original principal amounts at the Issuance Date for the Premium Compound Interest Bonds and the Accreted Values and maturity amounts thereof as of each Compounding Date until final maturity.

"*Authorized Denominations*" means the denomination of $5,000 or any integral multiple thereof with respect to the Current Interest Bonds and in the denomination of $5,000 in maturity amount or any integral multiple thereof with respect to the Premium Compound Interest Bonds.

"*Bond Insurer*" or "*Insurer*" means the provider of a municipal bond insurance policy, if any, for the Bonds as determined by the Pricing Officer in the Pricing Certificate or any other entity that insures or guarantees the payment of principal and interest on any Bonds.

"*Bonds*" means one or more Series of the Bonds and includes collectively the Premium Compound Interest Bonds and Current Interest Bonds initially issued and delivered pursuant to this Bond order and the Pricing Certificate and including any Tax-Exempt Bonds and/or Taxable Bonds as designated by the Pricing Officer, and all substitute Bonds exchanged therefor, as well as all other substitute bonds and replacement bonds issued pursuant hereto, and the term "Bond" shall mean any of the Bonds.

"*Book-Entry-Only System*" means the book-entry system of bond registration provided in Section 5, or any successor system of book-entry registration.

"*Business Day*" means any day which is not a Saturday, Sunday or a day on which the Paying Agent/Registrar is authorized by law or executive order to remain closed.

"*Cede & Co.*" means the designated nominee and its successors and assigns of The Depository Trust Company, New York.

"*City*" and "*Issuer*" mean the City of Taylor, Texas, and where appropriate, the City Council.

"*City Council*" means the governing body of the City.

"*Closing Date*" means the date of initial delivery of and payment for the Bonds.

"*Compounded Amount*" means, with respect to a Premium Compound Interest Bond, as of any particular date of calculation, the original principal amount thereof plus all interest accrued and compounded to the particular date of calculation.

"*Compounding Dates*" means the dates on which interest is compounded on the Premium Compound Interest Bonds as set forth in the Accretion Table attached to the Pricing Certificate.

"*Current Interest Bonds*" means the Bonds paying current interest and maturing in each of the years and in the aggregate principal amounts set forth in the Pricing Certificate.

"*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 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 Bonds are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent, (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 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 Bonds, are rated as to investment quality by a nationally recognized investment rating firm no less than "AAA" or its equivalent, and (iv) any other then authorized securities or obligations under applicable State law that may be used to defease obligations such as the Bonds.

"*Depository*" means one or more official depository banks of the City.

"*DTC*" means The Depository Trust Company, New York, New York and its successors and assigns.

"*DTC Participant*" means 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.

"*Escrow Agent*" means The Bank of New York Mellon Trust Company, N.A., Dallas, Texas unless such other bank or trust company is hereafter appointed as may be determined by the Pricing Officer at pricing of the Bonds or any successor escrow agent under the Escrow Agreement.

"*Escrow Agreement*" means the agreements by and between the City and the Escrow Agent relating to refunding the Refunded Obligations and the cash defeasance, respectively.

"*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).

"*Fiscal Year*" means the twelve-month accounting period used by the City in connection with the operation of the System, currently ending on September 30 of each year, which may be any twelve consecutive month period established by the City, but in no event may the Fiscal Year be changed more than one time in any three calendar year period.

"*Holder,*" "*Holders,*" "*Owners*" or "*Registered Owners*" means any person or entity in whose name a Bond is registered in the Register, for any Bonds.

"*Initial Bond*s" means the Bonds authorized, issued, and initially delivered as provided in Section 4 of this Ordinance.

"*Insurance Policy*" means an insurance policy issued by any Insurer guaranteeing the scheduled principal of and interest on the Bonds when due.

"*Interest and Sinking Fund*" means the special fund maintained by the provisions of Section 6 of this Ordinance.

"*Interest Payment Date*" means a date on which interest on the Bonds is due and payable.

"*Issuance Date*" means the date of delivery of the related Series of the Bonds.

"*MSRB*" means the Municipal Securities Rulemaking Board.

"*Ordinance*" means this ordinance finally adopted by the City Council on December 10, 2015.

"*Outstanding*", when used with respect to Bonds, means, as of the date of determination, all Bonds theretofore delivered under this Ordinance, except:

(1) Bonds theretofore cancelled and delivered to the City or delivered to the Paying Agent/Registrar for cancellation;

(2) Bonds deemed paid pursuant to the provisions of Section 9 of this Ordinance;

(3) Bonds upon transfer of or in exchange for and in lieu of which other Bonds have been authenticated and delivered pursuant to this Ordinance

(4) Bonds under which the obligations of the City have been released, discharged or extinguished in accordance with the terms thereof.

"*Permitted Investments*" means any security or obligation or combination thereof permitted under the Public Funds Investments Act, Chapter 2256, Texas Government Code, as amended or other applicable law.

"*Premium Compound Interest Bonds*" means the Bonds on which no interest is paid prior to maturity, maturing in various amounts and in the aggregate principal amount as set forth in the Pricing Certificate.

"*Pricing Certificate*" means each Pricing Certificate of the City's Pricing Officer to be executed and delivered pursuant to Section 4 hereof in connection with the issuance of one or more Series of the Bonds.

"*Pricing Officer*" means the City Manager, acting as the designated pricing officer of the City to execute the Pricing Certificate. In the absence of the City Manager, the City's Finance Director may act as the designated pricing officer of the City to execute the Pricing Certificate.

"*Rating Agency*" means any nationally recognized securities rating agency which has assigned, at the request of the City, a rating to the Bonds.

"*Record Date*" means Record Date as defined in Section 6 the Form of Bonds and each Pricing Certificate.

"*Redemption Date*" means a date fixed for redemption of any Bond pursuant to the terms of this Ordinance and each Pricing Certificate.

"*Refunded Obligations*" means those Refundable Obligations designated by the Pricing Officer in the Pricing Certificate to be refunded.

"*Refundable Obligations*" means all or a portion of the City's outstanding ad valorem tax obligations and utility system obligations.

"*Register*" or "*Registration Books*" means the registry system maintained on behalf of the City by the Registrar in which are listed the names and addresses of the Registered Owners and the principal amount of Bonds registered in the name of each Registered Owner.

"*Replacement Bonds*" means the Bonds authorized by the City to be issued in substitution for lost, apparently destroyed, or wrongfully taken Bonds as provided in Section 10 of this Ordinance.

"*Rule*" means SEC Rule 15c2-12, as amended from time to time.

"*SEC*" means the United States Securities and Exchange Commission.

"*Taxable Bonds*" means the any Bonds designated by the Pricing Officer in the Pricing Certificate as Taxable Bonds, the interest on which is includable in the gross income of the owner thereof for federal income tax purposes.

"*Tax-Exempt Bonds*" means the any Bonds designated by the Pricing Officer as Tax-Exempt Bonds, the interest on which is excludable in the gross income of the owner thereof for federal income tax purposes, pursuant to Section 103 of the Code.

"*Underwriters*" means the Senior Managing Underwriter and any additional investment banking firms designated by the Pricing Officer in the Pricing Certificate.

EXHIBIT B

DESCRIPTION OF ANNUAL FINANCIAL INFORMATION

The following information is referred to in Section 15 of this Ordinance.

Accounting Principles

The accounting principles referred to in such Section are the accounting principles described in the notes to the financial statements contained in the Official Statement.

City Council Meeting
December 10, 2015
Agenda Item Transmittal

Agenda Item #: **6**

Agenda Title: Consider Introducing Ordinance 2015-19 allowing the Taylor Economic Development Corporation employees to participate in the Texas Municipal Retirement System.

Council Action to be taken: Consider Ordinance 2015-19 Introduced.

Initiating Department: Finance Department

Staff Contact: **Rosemarie Dennis, Director of Finance**

1. INTRODUCTION/PURPOSE

The purpose this agenda is to introduce Ordinance 2015-19 is to allow the Taylor Economic Development Corporation to participate in the City's retirement plan through the Texas Municipal Retirement System (TMRS).

2. DESCRIPTION /JUSTIFICATION

The Taylor Economic Development Corporation has made a request for their employee's to be allowed to participate in the City's retirement with the Texas Municipal Retirement System (TMRS). Staff has contacted TMRS and provided them the information that they requested to make a determination. TMRS has responded that they are eligible to participate in TMRS as employees of a department of the City. Their letter is included in the packet. By adopting this ordinance the TEDC's employees will participate in TMRS on the same basis upon which current city employees participate in the system.

3. FINANCIAL/BUDGET

The TEDC would reimbursed the city for their cost for their participation.

4. TIMELINE CONSIDERATIONS

Immediate consideration is requested.

5. RECOMMENDATION

Introducing Ordinance 2015-19 allowing participation in the Texas Municipal Retirement system by the employees of Taylor Economic Development Corporation of the City of Taylor.

6. REFERENCE FILES

6a. Ordinance 2015-19
6b. TMRS response letter

ORDINANCE NO. 2015-19
TEXAS MUNICIPAL RETIREMENT SYSTEM

AN ORDINANCE PROVIDING FOR PARTICIPATION IN THE TEXAS MUNICIPAL RETIREMENT SYSTEM BY THE EMPLOYEES OF THE TAYLOR ECONOMIC DEVELOPMENT CORPORATION OF THE CITY OF TAYLOR, TEXAS, ON THE SAME BASIS UPON WHICH EMPLOYEES OF THE CITY ITSELF PARTICIPATE IN SAID SYSTEM, [GRANTING PRIOR SERVICE CREDIT TO SUCH EMPLOYEES,] AND ESTABLISHING THE DATE ON WHICH THIS ORDINANCE WILL BECOME EFFECTIVE.

WHEREAS, House Bill 2434, Acts of the 76th Legislature, Regular Session, amended Section 23 of the Development Corporation Act of 1979 (Article 5190.6, V.T.C.S.) to provide, among other things, that any corporation created by a municipality under that Act may, with the consent of the municipality, participate in any retirement program operated or participated in by the municipality; and

WHEREAS, the City of Taylor, Texas (the “City”), is a municipality that participates in the Texas Municipal Retirement System (the “System”) pursuant to the provisions of Government Code, Subtitle G, Title 8, as amended (the “TMRS Act”); and

WHEREAS, the City Council of the City of Taylor, Texas, finds that it will be in the best interest of the City to have the employees of the Taylor Economic Development Corporation of the City (the “Corporation”) participate in the System on the same basis upon which employees of the City participate in the System and to receive prior service credit as provided below; now, therefore,

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

Section 1. The City hereby consents to the participation of the employees of the Corporation in the System on the same basis upon which employees of the City now and hereafter participate in the System.

Section 2. All persons who, on or after the effective date of this ordinance, receive compensation from the Corporation and are engaged in an appointive office or position with the Corporation that normally requires services from the person for not less than 1,000 hours per year shall be and are hereby required to become members of the System.

Section 3. The City hereby authorizes the granting of prior service credit in the System (for service performed for the Corporation in a position that normally required services from the person of not less than 1,000 hours per year and for which the person received compensation from the Corporation) to persons becoming a member of the System pursuant to this ordinance. The Human Resource Director is hereby authorized and directed to ascertain and certify officially to the Board of Trustees of the System: (a) the names of those persons who are eligible for prior service credit under this ordinance; (b) the amount of credit to which each such person is so entitled; (c) each such person’s average prior service compensation as that term is defined in Section 853.104 of the TMRS Act; and (d) all such other information as may be required under the rules and regulations of the Board of Trustees of the System. The prior service credit hereby granted shall become effective on the 1st day of the month following the date upon which the certification described in this section is received by the System.

Section 4. All credit authorized under this ordinance shall be treated as if it were performed for the City, and all sums of money that may be computed by the System's actuary as being necessary to fund the credit hereby granted shall constitute a charge against the City's account in the municipality accumulation fund of the System.

Section 5. This ordinance shall be and become effective on the 1st day of January 2016.

PASSED AND APPROVED this the ______ day of _________________, 20__.

ATTEST:

____
Susan Brock, City Clerk

APPROVED:

____
Jesse Ancira, Jr., Mayor

TMRS
TEXAS MUNICIPAL RETIREMENT SYSTEM

November 30, 2015

Ms. Rosemarie Dennis
Director of Finance
City of Taylor
400 Porter Street
Taylor, TX 76574

Re: Taylor Economic Development Corporation
Participation in TMRS

Dear Ms. Dennis:

We are in receipt of your email dated November 23, 2015, regarding whether or not the City of Taylor (the City) should provide TMRS benefits for employees of the Taylor Economic Development Corporation (TEDC).

You have provided copies of

- the City's Resolution No. R1-04-94, dated April 26, 1994, establishing the TEDC,
- Articles of Incorporation of Taylor Economic Development Corporation (April 26, 1994),
- By-Laws of the Taylor Economic Development Corporation, and
- a copy of the By-Laws (As Amended on February 22, 2008) of the Taylor Economic Development Corporation.

Section 852.001 of the TMRS Act authorizes the governing body of a city to elect to have "one or more of its departments participate in the retirement system" and Section 851.001(7) defines the term "department" as a "recognized division performing a governmental or proprietary function of a municipality". In order for the TEDC to be considered a department of the City, it must have several characteristics of a department. Some typical characteristics of a city department include:

a. Being an instrumentality of the city, created to carry out a municipal function, such as public park creation and maintenance, economic stimulus and developments, or administration of port facilities;
b. Governance of the EDC is maintained by the city, either by maintaining the ability to appoint and remove directors or governors, or retaining the ability to dissolve the EDC;
c. Upon dissolution, its assets revert to the city.

The TEDC is governed by Section 4A of the Texas Development Corporation Act of 1979 (the Act). The Act authorizes cities to create a non-profit corporation to act on its behalf to further the public purpose or purposes stated in the resolution and articles of incorporation. The TEDC has been created "for the purpose of benefitting the city of Taylor by promoting, assisting, and enhancing economic development activities for the City" and to "promote and encourage employment and the public welfare in the City of Taylor." The TEDC has no members, is not a political subdivision or a political corporation of the State of Texas.

All amendments to the Articles of Incorporation and Bylaws must be submitted for City Council approval. The City Council appoints the members of the board of directors, and has the power to remove them at any time with or without cause; the Council also has the power to bring about dissolution of the TEDC, after discharge of any contractual obligations. On dissolution of the TEDC, its remaining funds are turned over to the City.

The City's participation ordinance with TMRS, dated September 27, 1966, states that the City elected to have "all of the employees of all departments" participate in TMRS. Under section 3 of the ordinance, employees of any participating department shall become members of TMRS as a condition of his or her employment. The ordinance does not include any future department of the City.

The TEDC created by the City of Taylor meets the criteria for a "department" as defined in the TMRS Act. However, in order for the employees of the TEDC to participate in TMRS as employees of a department of the City, the City must pass an ordinance extending TMRS benefits to the TEDC. In a separate letter, we will send you a sample ordinance that you may use for your city council to pass that will extend TMRS benefits to the employees of the EDC.

Section 851.001(8) of the TMRS Act, defines an employee as a person "who receives compensation from and is certified by a municipality as being regularly employed in the performance of the duties of: (a) an appointed office or position that normally require services from the person for not less than 1000 hours a year". All persons who meet the definition of "employee," for TMRS purposes, of the TEDC, on the date of participation, or who thereafter become employees of the TEDC must become members of the System.

If you should have any questions, please contact me directly at 512-225-3754 or 800-924-8677, ext. 3754.

Sincerely,

Tish Root

Tish Root
Legal Assistant

Copy: Mr. Noel Bernal, Asst. City Manager

City Council Meeting
December 10, 2015
Agenda Item Transmittal

Agenda Item #: 7

Agenda Title: Receive presentation from Way Companies regarding energy efficient alternatives.

Council Action to be taken:

Initiating Department: City Administration

Staff Contact: Noel Bernal, Assistant City Manager

1. INTRODUCTION/PURPOSE

The Way Companies specialize in comprehensive facility solutions, providing turn-key programs that are customized to support the goals and values of its customers. Privately held in Houston since 1918, Way began as one of the first mechanical contractors in the City and was a pioneer of performance contracting. Way's customer base ranges from Fortune 100 companies to rural school districts and privately owned businesses across Texas.

As a follow up to the LED lighting energy audit presentation, City staff has asked Way Companies to present on the possibility of additional energy efficient improvements via an Energy Savings Performance Contract.

2. DESCRIPTION/ JUSTIFICATION

An Energy Savings Performance Contract (contract) allows local governments to finance the cost of energy-saving improvements with funds saved through reduced utility expenditures. Financing for the cost of the improvements are typically processed through the state Master Lease Purchase Program.

The State Energy Conservation Office (SECO) is responsible for establishing guidelines and approving these contracts for agencies and higher education institutions, respectively. The Bond Review Board approves requests for Master Lease Purchase Program financing.

Local governments are authorized to use Energy Savings Performance Contracting by Chapter 302 of the Texas Local Government Code.

A survey of city facilities and equipment was performed in November.

3. FINANCIAL/BUDGET

Staff will provide survey results with possible improvements and projected savings in January.

4. TIMELINE CONSIDERATIONS

Way Companies will follow up with staff on the results from the survey for input and modification, and then to Council for further consideration in January.

5. RECOMMENDATION

6. REFERENCE FILES

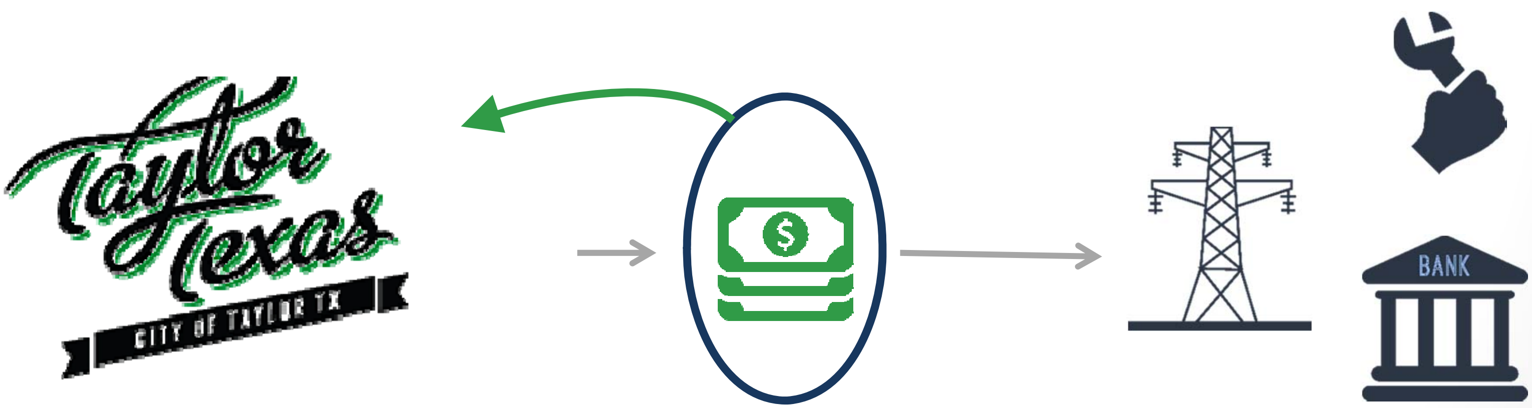
7a Presentation.
7b State Energy Conservation Office (SECO) guidelines

Converting Expense Dollars To Capital

Reduce | Retrofit | Rebuild

HOW WE HELP CITIES

CAPTURE **20-25%** OF OPERATIONAL COSTS
TO REINVEST BACK INTO CITY OF TAYLOR



PROCESS TO DATE

STEP	DATE
Concept and follow up meetings w/ Assistant City Manager	July 16, 2015 – September 2015
Meeting with Finance Director	October 6, 2015
Analysis of Utility Bills and Repair Costs	October 20, 2015 – November 2, 2015
Meeting Internal Services Director	November 3, 2015
Preliminary On-site survey	November 10 & 12, 2015
Concept presentation to City Council	December 10, 2015

AGENDA

- We Understand the City of Taylor
- Our Capabilities
- Proven Solutions
- Implementation Process

WE UNDERSTAND THE CITY OF TAYLOR

PRELIMINARY OBSERVATIONS IN TAYLOR

- $6M+ invested in infrastructure
- Spending $500K to own & operate annually
- Hard costs have risen $60k in 3 years
- 16% of air conditioning is past life expectancy
- Opportunity to reduce 15% of total energy consumption with city-wide lighting retrofit
- Numerous self-funding opportunities in the waste water treatment plant

PROVEN SOLUTIONS

LIBERTY COUNTY

Savings in excess of $3.6 M

LLANO COUNTY

Savings in excess of $3.3 M

CITY OF KOUNTZE

Savings in excess of $1.4 M

PROVEN SOLUTIONS

POSSIBLE SOLUTIONS

- City-wide LED lighting upgrade
- Upgrade older inefficient air conditioning equipment
- Retrofit wastewater treatment plant
- Control all air conditioning equipment through internet
- Take advantage of all rebate & incentive programs
- Redirect 20-25% of current operating budget
- No upfront capital
- No change-orders
- Guaranteed energy savings

OUR CAPABILITIES

TURNKEY FACILITY SERVICE CAPABILITIES

- Self-funded upgrades and retrofits
- Guaranteed energy savings
- Design/Build Solutions
- Not a Product Manufacturer
- **Utilize Local In-House Personnel – Austin Office**
- Local Government Code Chapter 302

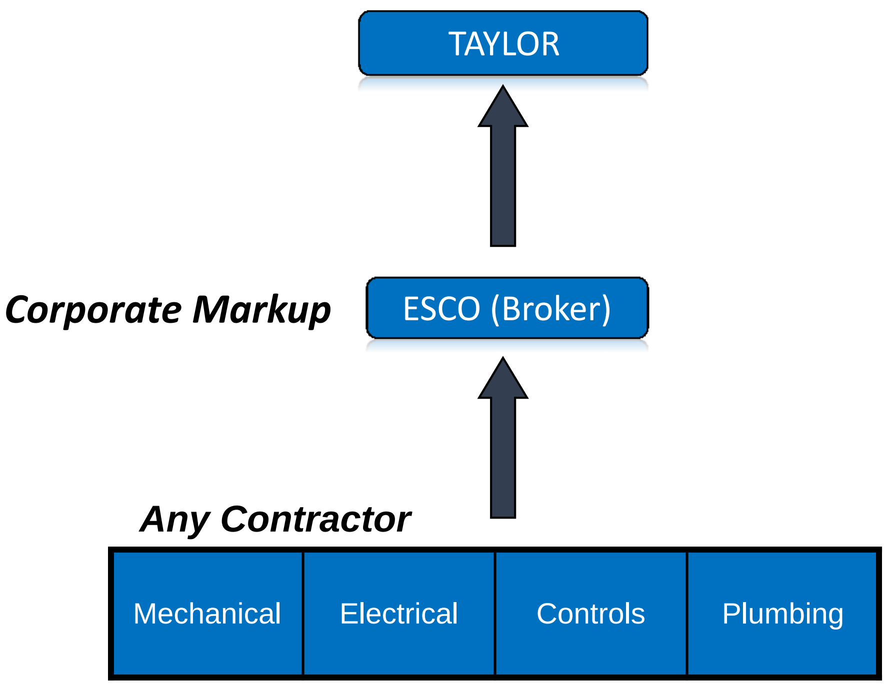
TEXAS ORGANIZATION

A FAMILY OWNED BUSINESS SINCE 1918

Improved Financial Performance & Accountability

Performance Contracting

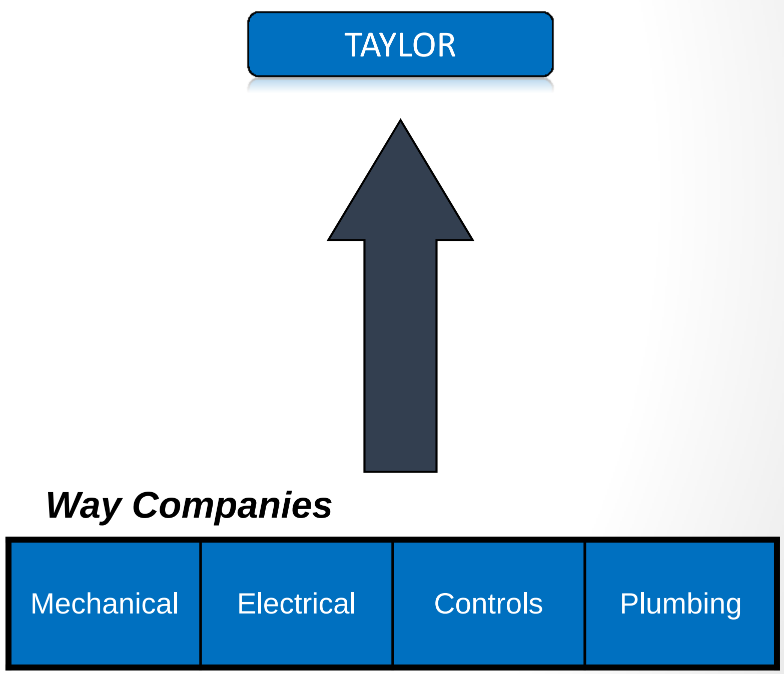
1980s Model



- Substantial Mark Up Resulting in Reduced Capital
- Aggressive Savings Estimates
- No On-going Contracting Support Services

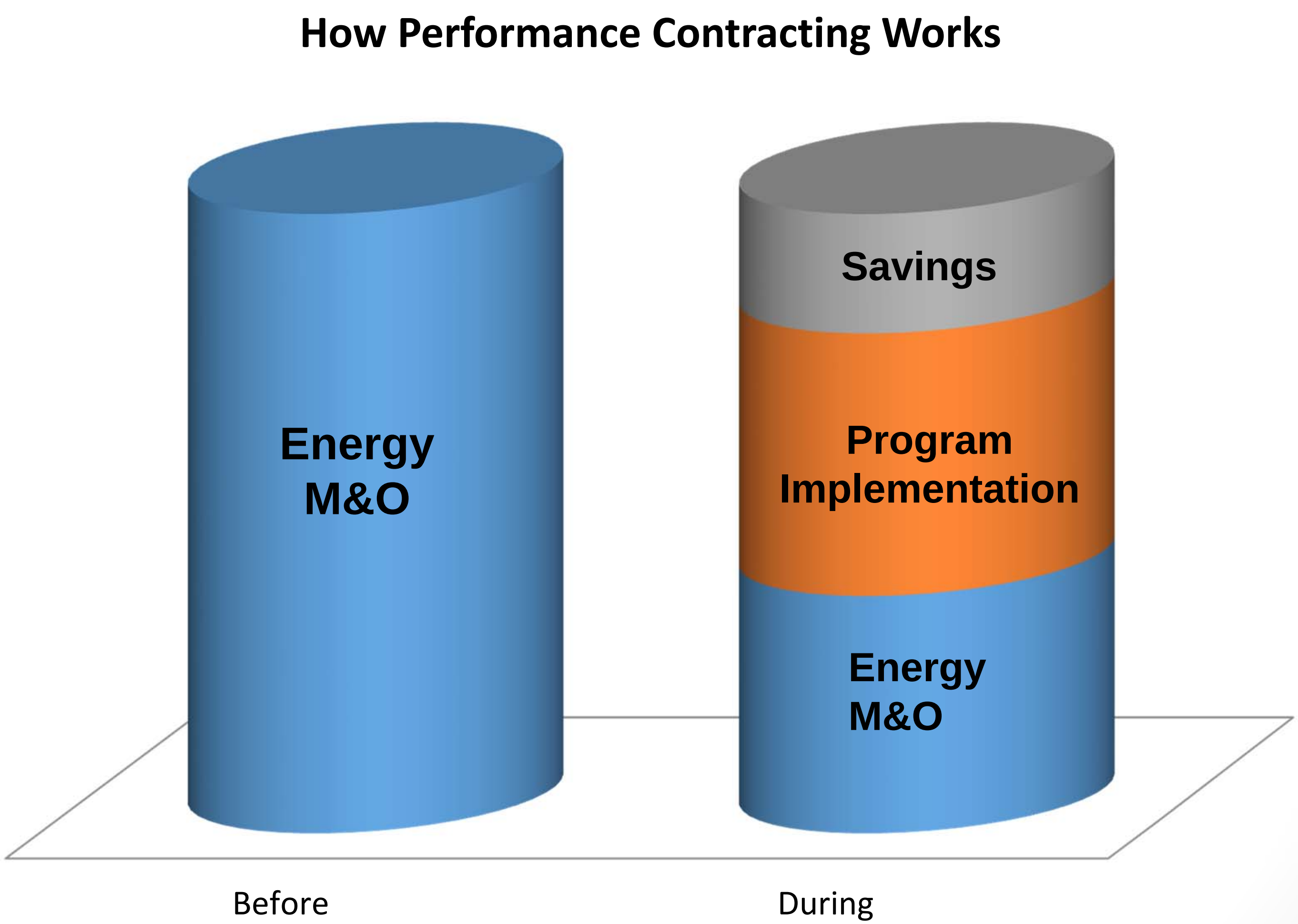
Performance Contracting

“Green Efficiency Model”



- Dramatically Increases Capital
- Firm Conservative Savings
- On-going Alliance with Maintenance Team

PROVEN SOLUTIONS



Way Companies

IMPLEMENTATION PROCESS

STEP	DATE
Verification Meeting with City Staff	January 2016
Verification Presentation to Council with estimated costs and savings	January 2016
ESCO Selection Process	February 2016
Confirm Engineering, Financial & Legal	March – May 2016
Final Council Approval	June 2016
Begin Program	June 2016

Energy Savings Performance Contracting
Guidelines for State Agencies

Part 1
Getting the most from your Performance Contract and Contractor

The Texas law[1], allows state agencies to enter into guaranteed Energy Savings Performance Contracts (ESPCs) to reduce their use of utilities (energy and water). This document is designed to provide guidance to create a successful contract.

[1]Texas Government Code, §2166.406.

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Steps to Take

Step 1: Form an Internal Selection Process. Include personnel from purchasing, facilities management, energy, legal, and executive departments. They will help formulate the strategy.

Step 2: Conduct a Preliminary Utility Audit (PUA). (Optional if PUA is not necessary to assist management in moving forward with procurement or if the desire to understand potential is not needed) In most cases, this can be obtained from an Energy Services Company (ESCO) at no cost and with no obligation to the Owner. This tool will identify viable projects and can act as the basis for a Request for Qualifications (RFQ). PUAs can be done on a representative sample of facilities to assist the agency in understanding the savings potential of the agency's facilities. PUAs can also be utilized to better understand the technical capabilities of competing ESCOs. The savings potential can be used as the basis of the minimum level of savings that need to be found in the Utility Assessment Report.

If a preliminary audit is not performed prior to issuing an RFQ, PUAs should be done prior to entering into the agreement for the Utility Assessment Report allowing the ESCO to determine a mutually acceptable minimum level of performance.

Step 3: Issue Request for Qualifications. An RFQ template, as well as a sample RFQ, may be found in Part 3. Although this should be helpful in designing an RFQ, it should be tailored to each user's particular needs. Part 3a contains a successful RFQ that was issued by the Texas Department Health and Human Services.

Step 4: Selection of a Performance Contractor. More than one Energy Services Company (ESCO) may be selected based on qualifications. Short-listing and oral interviews of several firms may be used.

Step 5: Negotiate & Approve the Utility Assessment Report (UAR). Performance contracts have two parts. The first agreement will authorize the selected Energy Service Company (ESCO) to proceed with a detailed, investment grade audit (The UAR). The second part of the agreement (The implementation contract) will set out the general terms and conditions for the ESCO to proceed with the project once the Owner and the ESCO agree upon a scope of work and budget. The UAR and the specific project proposal will become an attachment to the implementation contract, thus providing the details with respect to what is actually installed, project costs, and savings to be expected. Part 2 of these guidelines provides model implementation contract structure and essential elements to look for in an implementation contract as well as a sample UAR.

Note: It is recommended that an Agency not move forward with the UAR unless the ESCO has performed a PUA at some point prior to beginning the UAR.

Step 6: Submissions. Normally an ESCO will provide a detailed audit (or Utility Assessment Report - UAR) and determine if a viable project is possible. If the UAR does not reasonably confirm the savings identified by the PUA that the ESCO was responsible for performing, the ESCO should not charge for the UAR. If the UAR confirms savings identified by the PUA, but the Owner does not go forward with the construction, the Owner will have to pay the ESCO for the costs of the UAR. If the Owner moves forward with energy and water[2] efficiency projects, the cost of the UAR should be rolled into the cost of the full project. The UAR should contain a minimum savings amount, requirements relating to time of completion by the ESCO, cost of the UAR, and scenarios requiring or not requiring payment to the ESCO for the UAR.

The ESCO completes the Utility Assessment Report (detailed audit) and submits it to the Owner. In addition the ESCO must submit a Measurement and Verification Plan (M&V), a Sample Periodic Utility Savings Report, and a Proposed Contract. The Owner and the ESCO should review and agree to the contents of all of the above.

Step 7: Third Party Independent Review. Before an agency can formally enter into an ESPC, the UAR and supporting documentation (including the Contract, the Utility Assessment Report, Measurement and Verification Plan, and the Sample Periodic Utility Savings Report) must be reviewed by an independent third party professional engineer licensed in the state of Texas pursuant to the Texas Engineering Practice Act, Texas Occupations Code Chapter 1001.

Step 8: Project Implementation & Execution.

- Execute Contract
- Oversee Construction and Commissioning
- Review Annual Savings Reports
- Make Contractor Payments

Some Things To Keep In Mind

- All energy and water conservation measures must comply with current local, state, and federal construction and environmental codes and regulations.

- The entity with whom the Owner contracts must be experienced in the design, implementation, and installation of energy and water conservation measures.

- By statute, the energy and water conservation measures payback terms may not exceed 20 years from the final date of completion installation. Note that some financing sources have shorter maximum payback terms which may impact the contract.

- The total of all preconstruction, construction and post-construction costs divided by the guaranteed annual savings must be used to determine the project payback.

- Construction period savings, utility rebates, agency capital budget, or owner provided equipment directly used for the project where reasonable, may be allowed to lower the total financed cost of the project.

- The annual contract obligation may not exceed the total guaranteed savings divided by the term of the contract.

- ESPC proposals must contain four principal documents:
  1. The Contract
  2. The Utility Assessment Report,
  3. The Measurement and Verification Plan,
  4. A Sample Periodic Energy and Water Savings Report

  Other elements such as bonds and certifications are incorporated within or attached to the four principal documents. The documents should be complete and consistent and prepared according to these requirements.

- If additional assistance is needed or you have questions, please contact the State Energy Conservation Office.

- The Contract must be approved by the State Energy Conservation Office (SECO) prior to execution. SECO also requires each agency to submit the following certification documents in addition to the Contract itself:

  1) STATE AGENCY APPROVAL CHECKLIST

  2) STATE AGENCY CHIEF FINANCIAL OFFICER CHECKLIST

  3) AGENCY GENERAL COUNSEL CONTRACT CHECKLIST

  4) MEASUREMENT AND VERIFICATION PROVIDER CERTIFICATION

  5) PERIODIC UTILITY SAVINGS REPORT CERTIFICATION

  6) THIRD PARTY REVIEWER CERTIFICATION

  7) CONFLICT OF INTEREST CERTIFICATION FOR THIRD PARTY REVIEWER

  8) ANALYST CERTIFICATION

These guidelines, certification documents and checklists are available on the SECO website: www.seco.cpa.state.tx.us/sa_pc.htm

City Council Meeting
December 10, 2015
Agenda Item Transmittal

Agenda Item #: **8**

Agenda Title: Discuss city policy regarding HB 910 legislation for open carry.

Council Action to be taken: Receive Presentation

Initiating Department: Police Department

Staff Contact: Henry Fluck, Chief of Police

1. INTRODUCTION/PURPOSE

This is to inform City Council of HB 910 as it relates to government buildings and public meetings.

2. DESCRIPTION/ JUSTIFICATION

H.B. 910 becomes effective January 1, 2016 and permits current Concealed Handgun License (CHL) holders to openly carry handguns. H.B. 910 allows for the open carry of handguns for CHL holders in public places. H.B. 910 permits licensed open carry citizens the ability to carry handguns inside city, county, and state government offices in areas that are open to the public, with a few notable exceptions

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

Effective January 1, 2016.

5. RECOMMENDATION

Receive presentation and restrict handguns only when allowed by law including posted public meetings, court offices, and secure areas of government offices where signs have been posted.

6. REFERENCE FILES

8a. HB 910
8b. PowerPoint Presentation.

AN ACT

relating to the authority of a person who is licensed to carry a handgun to openly carry a holstered handgun; creating criminal offenses.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Section 11.041(a), Alcoholic Beverage Code, is amended to read as follows:

(a) Each holder of a permit who is not otherwise required to display a sign under Section 411.204, Government Code, shall display in a prominent place on the permit holder's premises a sign giving notice that it is unlawful for a person to carry a weapon on the premises unless the weapon is a [~~concealed~~] handgun the person is licensed to carry under Subchapter H, Chapter 411, Government Code.

SECTION 2. Section 11.61(e), Alcoholic Beverage Code, is amended to read as follows:

(e) Except as provided by Subsection (f) or (i), the commission or administrator shall cancel an original or renewal permit if it is found, after notice and hearing, that the permittee knowingly allowed a person to possess a firearm in a building on the licensed premises. This subsection does not apply to a person:

(1) who holds a security officer commission issued under Chapter 1702, Occupations Code, if:

(A) the person is engaged in the performance of the person's duties as a security officer;

(B) the person is wearing a distinctive uniform; and

(C) the weapon is in plain view;

(2) who is a peace officer;

(3) who is a permittee or an employee of a permittee if the person is supervising the operation of the premises; or

(4) who possesses a [~~concealed~~] handgun the person is licensed to carry under Subchapter H, Chapter 411, Government Code, unless the person is on the premises of a business described by Section 46.035(b)(1), Penal Code.

SECTION 3. Section 61.11(a), Alcoholic Beverage Code, is amended to read as follows:

(a) Each holder of a license who is not otherwise required to display a sign under Section 411.204, Government Code, shall display in a prominent place on the license holder's premises a sign giving notice that it is unlawful for a person to carry a weapon on the premises unless the weapon is a [~~concealed~~] handgun the person is licensed to carry under Subchapter H, Chapter 411, Government Code.

SECTION 4. Section 61.71(f), Alcoholic Beverage Code, is amended to read as follows:

(f) Except as provided by Subsection (g) or (j), the commission or administrator shall cancel an original or renewal dealer's on-premises or off-premises license if it is found, after notice and hearing, that the licensee knowingly allowed a person to possess a firearm in a building on the licensed premises. This subsection does not apply to a person:

(1) who holds a security officer commission issued under Chapter 1702, Occupations Code, if:

(A) the person is engaged in the performance of the person's duties as a security officer;

(B) the person is wearing a distinctive uniform; and

(C) the weapon is in plain view;

(2) who is a peace officer;

(3) who is a licensee or an employee of a licensee if the person is supervising the operation of the premises; or

(4) who possesses a [~~concealed~~] handgun the person is licensed to carry under Subchapter H, Chapter 411, Government Code, unless the person is on the premises of a business described by Section 46.035(b)(1), Penal Code.

SECTION 5. Article 7A.05(c), Code of Criminal Procedure, is amended to read as follows:

(c) In a protective order, the court may suspend a license to carry a [~~concealed~~] handgun issued under Section 411.177, Government Code, that is held by the alleged offender.

SECTION 6. Article 17.292(l), Code of Criminal Procedure, is amended to read as follows:

(l) In the order for emergency protection, the magistrate shall suspend a license to carry a [~~concealed~~] handgun issued under Subchapter H, Chapter 411, Government Code, that is held by the defendant.

SECTION 7. Article 17.293, Code of Criminal Procedure, is amended to read as follows:

Art. 17.293. DELIVERY OF ORDER FOR EMERGENCY PROTECTION TO OTHER PERSONS. The magistrate or the clerk of the magistrate's court issuing an order for emergency protection under Article 17.292 that suspends a license to carry a [~~concealed~~] handgun shall immediately send a copy of the order to the appropriate division of the Department of Public Safety at its Austin headquarters. On receipt of the order suspending the license, the department shall:

(1) record the suspension of the license in the records of the department;

(2) report the suspension to local law enforcement agencies, as appropriate; and

(3) demand surrender of the suspended license from the license holder.

SECTION 8. Section 37.0811(f), Education Code, is amended to read as follows:

(f) A school district or charter school employee's status as a school marshal becomes inactive on:

(1) expiration of the employee's school marshal license under Section 1701.260, Occupations Code;

(2) suspension or revocation of the employee's license to carry a [~~concealed~~] handgun issued under Subchapter H, Chapter 411, Government Code;

(3) termination of the employee's employment with the district or charter school; or

(4) notice from the board of trustees of the district or the governing body of the charter school that the employee's

services as school marshal are no longer required.

SECTION 9. Section 63.0101, Election Code, is amended to read as follows:

Sec. 63.0101. DOCUMENTATION OF PROOF OF IDENTIFICATION. The following documentation is an acceptable form of photo identification under this chapter:

(1) a driver's license, election identification certificate, or personal identification card issued to the person by the Department of Public Safety that has not expired or that expired no earlier than 60 days before the date of presentation;

(2) a United States military identification card that contains the person's photograph that has not expired or that expired no earlier than 60 days before the date of presentation;

(3) a United States citizenship certificate issued to the person that contains the person's photograph;

(4) a United States passport issued to the person that has not expired or that expired no earlier than 60 days before the date of presentation; or

(5) a license to carry a [~~concealed~~] handgun issued to the person by the Department of Public Safety that has not expired or that expired no earlier than 60 days before the date of presentation.

SECTION 10. Section 2.005(b), Family Code, is amended to read as follows:

(b) The proof must be established by:

(1) a driver's license or identification card issued by this state, another state, or a Canadian province that is current

or has expired not more than two years preceding the date the identification is submitted to the county clerk in connection with an application for a license;

(2) a United States passport;

(3) a current passport issued by a foreign country or a consular document issued by a state or national government;

(4) an unexpired Certificate of United States Citizenship, Certificate of Naturalization, United States Citizen Identification Card, Permanent Resident Card, Temporary Resident Card, Employment Authorization Card, or other document issued by the federal Department of Homeland Security or the United States Department of State including an identification photograph;

(5) an unexpired military identification card for active duty, reserve, or retired personnel with an identification photograph;

(6) an original or certified copy of a birth certificate issued by a bureau of vital statistics for a state or a foreign government;

(7) an original or certified copy of a Consular Report of Birth Abroad or Certificate of Birth Abroad issued by the United States Department of State;

(8) an original or certified copy of a court order relating to the applicant's name change or sex change;

(9) school records from a secondary school or institution of higher education;

(10) an insurance policy continuously valid for the two years preceding the date of the application for a license;

(11) a motor vehicle certificate of title;

(12) military records, including documentation of release or discharge from active duty or a draft record;

(13) an unexpired military dependent identification card;

(14) an original or certified copy of the applicant's marriage license or divorce decree;

(15) a voter registration certificate;

(16) a pilot's license issued by the Federal Aviation Administration or another authorized agency of the United States;

(17) a license to carry a [~~concealed~~] handgun under Subchapter H, Chapter 411, Government Code;

(18) a temporary driving permit or a temporary identification card issued by the Department of Public Safety; or

(19) an offender identification card issued by the Texas Department of Criminal Justice.

SECTION 11. Section 58.003(m), Family Code, is amended to read as follows:

(m) On request of the Department of Public Safety, a juvenile court shall reopen and allow the department to inspect the files and records of the juvenile court relating to an applicant for a license to carry a [~~concealed~~] handgun under Subchapter H, Chapter 411, Government Code.

SECTION 12. Section 85.022(d), Family Code, is amended to read as follows:

(d) In a protective order, the court shall suspend a license to carry a [~~concealed~~] handgun issued under Subchapter H, Chapter

411, Government Code, that is held by a person found to have committed family violence.

SECTION 13. Section 85.042(e), Family Code, is amended to read as follows:

(e) The clerk of the court issuing an original or modified protective order under Section 85.022 that suspends a license to carry a [~~concealed~~] handgun shall send a copy of the order to the appropriate division of the Department of Public Safety at its Austin headquarters. On receipt of the order suspending the license, the department shall:

(1) record the suspension of the license in the records of the department;

(2) report the suspension to local law enforcement agencies, as appropriate; and

(3) demand surrender of the suspended license from the license holder.

SECTION 14. The heading to Section 411.047, Government Code, is amended to read as follows:

Sec. 411.047. REPORTING RELATED TO CERTAIN [~~CONCEALED~~] HANDGUN INCIDENTS INVOLVING LICENSE HOLDERS.

SECTION 15. Section 411.0625, Government Code, is amended to read as follows:

Sec. 411.0625. PASS FOR EXPEDITED ACCESS TO CAPITOL. (a) The department shall allow a person to enter the Capitol and the Capitol Extension, including any public space in the Capitol or Capitol Extension, in the same manner as the department allows entry to a person who presents a [~~concealed handgun~~] license to carry a handgun under Subchapter H if the person:

(1) obtains from the department a Capitol access pass; and

(2) presents the pass to the appropriate law enforcement official when entering the building or a space within the building.

(b) To be eligible for a Capitol access pass, a person must meet the eligibility requirements applicable to a license to carry a [~~concealed~~] handgun under Subchapter H, other than requirements regarding evidence of handgun proficiency.

(c) The department shall adopt rules to establish a procedure by which a resident of the state may apply for and be issued a Capitol access pass. Rules adopted under this section must include provisions for eligibility, application, approval, issuance, and renewal that:

(1) require the department to conduct the same background check on an applicant for a Capitol access pass that is conducted on an applicant for a [~~concealed handgun~~] license to carry a handgun under Subchapter H;

(2) enable the department to conduct the background check described by Subdivision (1); and

(3) establish application and renewal fees in amounts sufficient to cover the cost of administering this section, not to exceed the amounts of similar fees required under Section 411.174 for a [~~concealed handgun~~] license to carry a handgun [~~under Section 411.174~~].

SECTION 16. The heading to Subchapter H, Chapter 411, Government Code, is amended to read as follows:

SUBCHAPTER H. LICENSE TO CARRY A [~~CONCEALED~~] HANDGUN

SECTION 17. Sections 411.172(a), (b-1), (g), and (h), Government Code, are amended to read as follows:

(a) A person is eligible for a license to carry a [~~concealed~~] handgun if the person:

(1) is a legal resident of this state for the six-month period preceding the date of application under this subchapter or is otherwise eligible for a license under Section 411.173(a);

(2) is at least 21 years of age;

(3) has not been convicted of a felony;

(4) is not charged with the commission of a Class A or Class B misdemeanor or equivalent offense, or of an offense under Section 42.01, Penal Code, or equivalent offense, or of a felony under an information or indictment;

(5) is not a fugitive from justice for a felony or a Class A or Class B misdemeanor or equivalent offense;

(6) is not a chemically dependent person;

(7) is not incapable of exercising sound judgment with respect to the proper use and storage of a handgun;

(8) has not, in the five years preceding the date of application, been convicted of a Class A or Class B misdemeanor or equivalent offense or of an offense under Section 42.01, Penal Code, or equivalent offense;

(9) is fully qualified under applicable federal and state law to purchase a handgun;

(10) has not been finally determined to be delinquent

in making a child support payment administered or collected by the attorney general;

(11) has not been finally determined to be delinquent in the payment of a tax or other money collected by the comptroller, the tax collector of a political subdivision of the state, or any agency or subdivision of the state;

(12) is not currently restricted under a court protective order or subject to a restraining order affecting the spousal relationship, other than a restraining order solely affecting property interests;

(13) has not, in the 10 years preceding the date of application, been adjudicated as having engaged in delinquent conduct violating a penal law of the grade of felony; and

(14) has not made any material misrepresentation, or failed to disclose any material fact, in an application submitted pursuant to Section 411.174.

(b-1) An offense is not considered a felony for purposes of Subsection (b) if, at the time of a person's application for a license to carry a [~~concealed~~] handgun, the offense:

(1) is not designated by a law of this state as a felony; and

(2) does not contain all the elements of any offense designated by a law of this state as a felony.

(g) Notwithstanding Subsection (a)(2), a person who is at least 18 years of age but not yet 21 years of age is eligible for a license to carry a [~~concealed~~] handgun if the person:

(1) is a member or veteran of the United States armed

forces, including a member or veteran of the reserves or national guard;

(2) was discharged under honorable conditions, if discharged from the United States armed forces, reserves, or national guard; and

(3) meets the other eligibility requirements of Subsection (a) except for the minimum age required by federal law to purchase a handgun.

(h) The issuance of a license to carry a [~~concealed~~] handgun to a person eligible under Subsection (g) does not affect the person's ability to purchase a handgun or ammunition under federal law.

SECTION 18. Section 411.173(b), Government Code, is amended to read as follows:

(b) The governor shall negotiate an agreement with any other state that provides for the issuance of a license to carry a [~~concealed~~] handgun under which a license issued by the other state is recognized in this state or shall issue a proclamation that a license issued by the other state is recognized in this state if the attorney general of the State of Texas determines that a background check of each applicant for a license issued by that state is initiated by state or local authorities or an agent of the state or local authorities before the license is issued. For purposes of this subsection, "background check" means a search of the National Crime Information Center database and the Interstate Identification Index maintained by the Federal Bureau of Investigation.

SECTION 19. Section 411.174(a), Government Code, is amended to read as follows:

(a) An applicant for a license to carry a [~~concealed~~] handgun must submit to the director's designee described by Section 411.176:

(1) a completed application on a form provided by the department that requires only the information listed in Subsection (b);

(2) one or more photographs of the applicant that meet the requirements of the department;

(3) a certified copy of the applicant's birth certificate or certified proof of age;

(4) proof of residency in this state;

(5) two complete sets of legible and classifiable fingerprints of the applicant taken by a person appropriately trained in recording fingerprints who is employed by a law enforcement agency or by a private entity designated by a law enforcement agency as an entity qualified to take fingerprints of an applicant for a license under this subchapter;

(6) a nonrefundable application and license fee of $140 paid to the department;

(7) evidence of handgun proficiency, in the form and manner required by the department;

(8) an affidavit signed by the applicant stating that the applicant:

(A) has read and understands each provision of this subchapter that creates an offense under the laws of this state and each provision of the laws of this state related to use of deadly force; and

(B) fulfills all the eligibility requirements listed under Section 411.172; and

(9) a form executed by the applicant that authorizes the director to make an inquiry into any noncriminal history records that are necessary to determine the applicant's eligibility for a license under Section 411.172(a).

SECTION 20. Section 411.177(a), Government Code, is amended to read as follows:

(a) The department shall issue a license to carry a [~~concealed~~] handgun to an applicant if the applicant meets all the eligibility requirements and submits all the application materials. The department shall administer the licensing procedures in good faith so that any applicant who meets all the eligibility requirements and submits all the application materials shall receive a license. The department may not deny an application on the basis of a capricious or arbitrary decision by the department.

SECTION 21. Section 411.185(c), Government Code, is amended to read as follows:

(c) The director by rule shall adopt an informational form that describes state law regarding the use of deadly force and the places where it is unlawful for the holder of a license issued under this subchapter to carry a [~~concealed~~] handgun. An applicant for a renewed license must sign and return the informational form to the department by mail or acknowledge the form electronically on the

Internet according to the procedure adopted under Subsection (f).

SECTION 22. Sections 411.188(b) and (g), Government Code, are amended to read as follows:

(b) Only qualified handgun instructors may administer the classroom instruction part or the range instruction part of the handgun proficiency course. The classroom instruction part of the course must include not less than four hours and not more than six hours of instruction on:

(1) the laws that relate to weapons and to the use of deadly force;

(2) handgun use and safety, including use of restraint holsters and methods to ensure the secure carrying of openly carried handguns;

(3) nonviolent dispute resolution; and

(4) proper storage practices for handguns with an emphasis on storage practices that eliminate the possibility of accidental injury to a child.

(g) A person who wishes to obtain a license to carry a [~~concealed~~] handgun must apply in person to a qualified handgun instructor to take the appropriate course in handgun proficiency and demonstrate handgun proficiency as required by the department.

SECTION 23. Sections 411.190(b), (c), and (f), Government Code, are amended to read as follows:

(b) In addition to the qualifications described by Subsection (a), a qualified handgun instructor must be qualified to instruct persons in:

(1) the laws that relate to weapons and to the use of

deadly force;

(2) handgun use, proficiency, and safety, including use of restraint holsters and methods to ensure the secure carrying of openly carried handguns;

(3) nonviolent dispute resolution; and

(4) proper storage practices for handguns, including storage practices that eliminate the possibility of accidental injury to a child.

(c) In the manner applicable to a person who applies for a license to carry a [~~concealed~~] handgun, the department shall conduct a background check of a person who applies for certification as a qualified handgun instructor. If the background check indicates that the applicant for certification would not qualify to receive a handgun license, the department may not certify the applicant as a qualified handgun instructor. If the background check indicates that the applicant for certification would qualify to receive a handgun license, the department shall provide handgun instructor training to the applicant. The applicant shall pay a fee of $100 to the department for the training. The applicant must take and successfully complete the training offered by the department and pay the training fee before the department may certify the applicant as a qualified handgun instructor. The department shall issue a license to carry a [~~concealed~~] handgun under the authority of this subchapter to any person who is certified as a qualified handgun instructor and who pays to the department a fee of $100 in addition to the training fee. The department by rule may prorate or waive the training fee for an employee of another governmental entity.

(f) If the department determines that a reason exists to revoke, suspend, or deny a license to carry a [~~concealed~~] handgun with respect to a person who is a qualified handgun instructor or an applicant for certification as a qualified handgun instructor, the department shall take that action against the person's:

(1) license to carry a [~~concealed~~] handgun if the person is an applicant for or the holder of a license issued under this subchapter; and

(2) certification as a qualified handgun instructor.

SECTION 24. Section 411.1901(c), Government Code, is amended to read as follows:

(c) A qualified handgun instructor certified in school safety under this section may provide school safety training, including instruction in the subjects listed under Subsection (a), to employees of a school district or an open-enrollment charter school who hold a license to carry a [~~concealed~~] handgun issued under this subchapter.

SECTION 25. Section 411.198(a), Government Code, is amended to read as follows:

(a) On written approval of the director, the department may issue to a law enforcement officer an alias license to carry a [~~concealed~~] handgun to be used in supervised activities involving criminal investigations.

SECTION 26. Sections 411.201(c), (d), (e), and (h), Government Code, are amended to read as follows:

(c) An active judicial officer is eligible for a license to carry a [~~concealed~~] handgun under the authority of this subchapter. A retired judicial officer is eligible for a license to carry a [~~concealed~~] handgun under the authority of this subchapter if the officer:

(1) has not been convicted of a felony;

(2) has not, in the five years preceding the date of application, been convicted of a Class A or Class B misdemeanor or equivalent offense;

(3) is not charged with the commission of a Class A or Class B misdemeanor or equivalent offense or of a felony under an information or indictment;

(4) is not a chemically dependent person; and

(5) is not a person of unsound mind.

(d) An applicant for a license who is an active or retired judicial officer must submit to the department:

(1) a completed application, including all required affidavits, on a form prescribed by the department;

(2) one or more photographs of the applicant that meet the requirements of the department;

(3) two complete sets of legible and classifiable fingerprints of the applicant, including one set taken by a person employed by a law enforcement agency who is appropriately trained in recording fingerprints;

(4) evidence of handgun proficiency, in the form and manner required by the department for an applicant under this section;

(5) a nonrefundable application and license fee set by

the department in an amount reasonably designed to cover the administrative costs associated with issuance of a license to carry a [~~concealed~~] handgun under this subchapter; and

(6) if the applicant is a retired judicial officer, a form executed by the applicant that authorizes the department to make an inquiry into any noncriminal history records that are necessary to determine the applicant's eligibility for a license under this subchapter.

(e) On receipt of all the application materials required by this section, the department shall:

(1) if the applicant is an active judicial officer, issue a license to carry a [~~concealed~~] handgun under the authority of this subchapter; or

(2) if the applicant is a retired judicial officer, conduct an appropriate background investigation to determine the applicant's eligibility for the license and, if the applicant is eligible, issue a license to carry a [~~concealed~~] handgun under the authority of this subchapter.

(h) The department shall issue a license to carry a [~~concealed~~] handgun under the authority of this subchapter to an elected attorney representing the state in the prosecution of felony cases who meets the requirements of this section for an active judicial officer. The department shall waive any fee required for the issuance of an original, duplicate, or renewed license under this subchapter for an applicant who is an attorney elected or employed to represent the state in the prosecution of felony cases.

SECTION 27. Section 411.203, Government Code, is amended to read as follows:

Sec. 411.203. RIGHTS OF EMPLOYERS. This subchapter does not prevent or otherwise limit the right of a public or private employer to prohibit persons who are licensed under this subchapter from carrying a [~~concealed~~] handgun on the premises of the business. In this section, "premises" has the meaning assigned by Section 46.035(f)(3), Penal Code.

SECTION 28. Section 411.2032(b), Government Code, is amended to read as follows:

(b) An institution of higher education or private or independent institution of higher education in this state may not adopt or enforce any rule, regulation, or other provision or take any other action, including posting notice under Section 30.06 or 30.07, Penal Code, prohibiting or placing restrictions on the storage or transportation of a firearm or ammunition in a locked, privately owned or leased motor vehicle by a person, including a student enrolled at that institution, who holds a license to carry a [~~concealed~~] handgun under this subchapter and lawfully possesses the firearm or ammunition:

(1) on a street or driveway located on the campus of the institution; or

(2) in a parking lot, parking garage, or other parking area located on the campus of the institution.

SECTION 29. Section 12.092(b), Health and Safety Code, is amended to read as follows:

(b) The medical advisory board shall assist the Department of Public Safety of the State of Texas in determining whether:

(1) an applicant for a driver's license or a license holder is capable of safely operating a motor vehicle; or

(2) an applicant for or holder of a license to carry a [~~concealed~~] handgun under the authority of Subchapter H, Chapter 411, Government Code, or an applicant for or holder of a commission as a security officer under Chapter 1702, Occupations Code, is capable of exercising sound judgment with respect to the proper use and storage of a handgun.

SECTION 30. Sections 52.061 and 52.062, Labor Code, are amended to read as follows:

Sec. 52.061. RESTRICTION ON PROHIBITING EMPLOYEE ACCESS TO OR STORAGE OF FIREARM OR AMMUNITION. A public or private employer may not prohibit an employee who holds a license to carry a [~~concealed~~] handgun under Subchapter H, Chapter 411, Government Code, who otherwise lawfully possesses a firearm, or who lawfully possesses ammunition from transporting or storing a firearm or ammunition the employee is authorized by law to possess in a locked, privately owned motor vehicle in a parking lot, parking garage, or other parking area the employer provides for employees.

Sec. 52.062. EXCEPTIONS. (a) Section 52.061 does not:

(1) authorize a person who holds a license to carry a [~~concealed~~] handgun under Subchapter H, Chapter 411, Government Code, who otherwise lawfully possesses a firearm, or who lawfully possesses ammunition to possess a firearm or ammunition on any property where the possession of a firearm or ammunition is prohibited by state or federal law; or

(2) apply to:

(A) a vehicle owned or leased by a public or private employer and used by an employee in the course and scope of the employee's employment, unless the employee is required to transport or store a firearm in the official discharge of the employee's duties;

(B) a school district;

(C) an open-enrollment charter school, as defined by Section 5.001, Education Code;

(D) a private school, as defined by Section 22.081, Education Code;

(E) property owned or controlled by a person, other than the employer, that is subject to a valid, unexpired oil, gas, or other mineral lease that contains a provision prohibiting the possession of firearms on the property; or

(F) property owned or leased by a chemical manufacturer or oil and gas refiner with an air authorization under Chapter 382, Health and Safety Code, and on which the primary business conducted is the manufacture, use, storage, or transportation of hazardous, combustible, or explosive materials, except in regard to an employee who holds a license to carry a [~~concealed~~] handgun under Subchapter H, Chapter 411, Government Code, and who stores a firearm or ammunition the employee is authorized by law to possess in a locked, privately owned motor vehicle in a parking lot, parking garage, or other parking area the employer provides for employees that is outside of a secured and restricted area:

(i) that contains the physical plant;

(ii) that is not open to the public; and

(iii) the ingress into which is constantly monitored by security personnel.

(b) Section 52.061 does not prohibit an employer from prohibiting an employee who holds a license to carry a [~~concealed~~] handgun under Subchapter H, Chapter 411, Government Code, or who otherwise lawfully possesses a firearm, from possessing a firearm the employee is otherwise authorized by law to possess on the premises of the employer's business. In this subsection, "premises" has the meaning assigned by Section 46.035(f)(3), Penal Code.

SECTION 31. (a) Section 118.011(b), Local Government Code, as effective until September 1, 2019, is amended to read as follows:

(b) The county clerk may set and collect the following fee from any person:

(1) Returned Check (Sec. 118.0215) . . . . not less than $15 or more than $30

(2) Records Management and Preservation Fee (Sec. 118.0216) . . . . not more than $10

(3) Mental Health Background Check for License to Carry a <u>Handgun</u> [~~Concealed Weapon~~] (Sec. 118.0217) . . . . . not more than $2

(b) This section takes effect September 1, 2015.

SECTION 32. (a) Section 118.011(b), Local Government Code, as effective September 1, 2019, is amended to read as follows:

(b) The county clerk may set and collect the following fee from any person:

(1) Returned Check (Sec. 118.0215) . . . . . . not less than $15 or more than $30

(2) Records Management and Preservation Fee (Sec. 118.0216) . . . . not more than $5

(3) Mental Health Background Check for License to Carry a Handgun [~~Concealed Weapon~~] (Sec. 118.0217) . . . . . not more than $2

(b) This section takes effect September 1, 2019.

SECTION 33. Section 118.0217(a), Local Government Code, is amended to read as follows:

(a) The fee for a "mental health background check for license to carry a handgun [~~concealed weapon~~]" is for a check, conducted by the county clerk at the request of the Texas Department of Public Safety, of the county records involving the mental condition of a person who applies for a license to carry a [~~concealed~~] handgun under Subchapter H, Chapter 411, Government Code. The fee, not to exceed $2, will be paid from the application fee submitted to the Department of Public Safety according to Section 411.174(a)(6), Government Code.

SECTION 34. Section 229.001(b), Local Government Code, is amended to read as follows:

(b) Subsection (a) does not affect the authority a municipality has under another law to:

(1) require residents or public employees to be armed

for personal or national defense, law enforcement, or another lawful purpose;

(2) regulate the discharge of firearms or air guns within the limits of the municipality, other than at a sport shooting range;

(3) regulate the use of property, the location of a business, or uses at a business under the municipality's fire code, zoning ordinance, or land-use regulations as long as the code, ordinance, or regulations are not used to circumvent the intent of Subsection (a) or Subdivision (5) of this subsection;

(4) regulate the use of firearms or air guns in the case of an insurrection, riot, or natural disaster if the municipality finds the regulations necessary to protect public health and safety;

(5) regulate the storage or transportation of explosives to protect public health and safety, except that 25 pounds or less of black powder for each private residence and 50 pounds or less of black powder for each retail dealer are not subject to regulation;

(6) regulate the carrying of a firearm or air gun by a person other than a person licensed to carry a [~~concealed~~] handgun under Subchapter H, Chapter 411, Government Code, at a:

(A) public park;

(B) public meeting of a municipality, county, or other governmental body;

(C) political rally, parade, or official political meeting; or

(D) nonfirearms-related school, college, or professional athletic event;

(7) regulate the hours of operation of a sport shooting range, except that the hours of operation may not be more limited than the least limited hours of operation of any other business in the municipality other than a business permitted or licensed to sell or serve alcoholic beverages for on-premises consumption; or

(8) regulate the carrying of an air gun by a minor on:

(A) public property; or

(B) private property without consent of the property owner.

SECTION 35. The heading to Section 1701.260, Occupations Code, is amended to read as follows:

Sec. 1701.260. TRAINING FOR HOLDERS OF LICENSE TO CARRY A [~~CONCEALED~~] HANDGUN; CERTIFICATION OF ELIGIBILITY FOR APPOINTMENT AS SCHOOL MARSHAL.

SECTION 36. Sections 1701.260(a) and (i), Occupations Code, are amended to read as follows:

(a) The commission shall establish and maintain a training program open to any employee of a school district or open-enrollment charter school who holds a license to carry a [~~concealed~~] handgun issued under Subchapter H, Chapter 411, Government Code. The training may be conducted only by the commission staff or a provider approved by the commission.

(i) The commission shall revoke a person's school marshal license if the commission is notified by the Department of Public

Safety that the person's license to carry a [~~concealed~~] handgun issued under Subchapter H, Chapter 411, Government Code, has been suspended or revoked. A person whose school marshal license is revoked may obtain recertification by:

(1) furnishing proof to the commission that the person's [~~concealed~~] handgun license has been reinstated; and

(2) completing the initial training under Subsection (c) to the satisfaction of the commission staff, paying the fee for the training, and demonstrating psychological fitness on the psychological examination described in Subsection (d).

SECTION 37. Section 1702.206(b), Occupations Code, is amended to read as follows:

(b) An individual who is acting as a personal protection officer and is wearing the uniform of a security officer, including any uniform or apparel described by Section 1702.323(d), may not conceal any firearm the individual is carrying and shall carry the firearm in plain view. An individual who is acting as a personal protection officer and is not wearing the uniform of a security officer shall conceal the firearm, regardless of whether the individual is authorized to openly carry the firearm under any other law.

SECTION 38. Sections 62.082(d) and (e), Parks and Wildlife Code, are amended to read as follows:

(d) Section 62.081 does not apply to:

(1) an employee of the Lower Colorado River Authority;

(2) a person authorized to hunt under Subsection (c);

(3) a peace officer as defined by Article 2.12, Code of

Criminal Procedure; or

(4) a person who:

(A) possesses a [~~concealed~~] handgun and a license issued under Subchapter H, Chapter 411, Government Code, to carry a [~~concealed~~] handgun; or

(B) under circumstances in which the person would be justified in the use of deadly force under Chapter 9, Penal Code, shoots a handgun the person is licensed to carry under Subchapter H, Chapter 411, Government Code.

(e) A state agency, including the department, the Department of Public Safety, and the Lower Colorado River Authority, may not adopt a rule that prohibits a person who possesses a license issued under Subchapter H, Chapter 411, Government Code, from entering or crossing the land of the Lower Colorado River Authority while:

(1) possessing a [~~concealed~~] handgun; or

(2) under circumstances in which the person would be justified in the use of deadly force under Chapter 9, Penal Code, shooting a handgun.

SECTION 39. Section 284.001(e), Parks and Wildlife Code, is amended to read as follows:

(e) This section does not limit the ability of a license holder to carry a [~~concealed~~] handgun under the authority of Subchapter H, Chapter 411, Government Code.

SECTION 40. Section 30.05(f), Penal Code, is amended to read as follows:

(f) It is a defense to prosecution under this section that:

(1) the basis on which entry on the property or land or in the building was forbidden is that entry with a handgun was forbidden; and

(2) the person was carrying:

(A) a [~~concealed handgun and a~~] license issued under Subchapter H, Chapter 411, Government Code, to carry a [~~concealed~~] handgun; and

(B) a handgun:

(i) in a concealed manner; or

(ii) in a shoulder or belt holster.

SECTION 41. The heading to Section 30.06, Penal Code, is amended to read as follows:

Sec. 30.06. TRESPASS BY LICENSE HOLDER WITH A [~~OF LICENSE TO CARRY~~] CONCEALED HANDGUN.

SECTION 42. Sections 30.06(a) and (d), Penal Code, are amended to read as follows:

(a) A license holder commits an offense if the license holder:

(1) carries a concealed handgun under the authority of Subchapter H, Chapter 411, Government Code, on property of another without effective consent; and

(2) received notice that[~~:~~

[~~(A)~~] entry on the property by a license holder with a concealed handgun was forbidden[~~; or~~

[~~(B) remaining on the property with a concealed handgun was forbidden and failed to depart~~].

(d) An offense under this section is a Class C misdemeanor punishable by a fine not to exceed $200, except that the offense is a Class A misdemeanor if it is shown on the trial of the offense that, after entering the property, the license holder was personally given the notice by oral communication described by Subsection (b) and subsequently failed to depart.

SECTION 43. Section 30.06(c)(3), Penal Code, is amended to read as follows:

(3) "Written communication" means:

(A) a card or other document on which is written language identical to the following: "Pursuant to Section 30.06, Penal Code (trespass by license holder with [~~of license to carry~~] a concealed handgun), a person licensed under Subchapter H, Chapter 411, Government Code ([~~concealed~~] handgun licensing law), may not enter this property with a concealed handgun"; or

(B) a sign posted on the property that:

(i) includes the language described by Paragraph (A) in both English and Spanish;

(ii) appears in contrasting colors with block letters at least one inch in height; and

(iii) is displayed in a conspicuous manner clearly visible to the public.

SECTION 44. Chapter 30, Penal Code, is amended by adding Section 30.07 to read as follows:

Sec. 30.07. TRESPASS BY LICENSE HOLDER WITH AN OPENLY CARRIED HANDGUN. (a) A license holder commits an offense if the license holder:

(1) openly carries a handgun under the authority of

Subchapter H, Chapter 411, Government Code, on property of another without effective consent; and

(2) received notice that entry on the property by a license holder openly carrying a handgun was forbidden.

(b) For purposes of this section, a person receives notice if the owner of the property or someone with apparent authority to act for the owner provides notice to the person by oral or written communication.

(c) In this section:

(1) "Entry" has the meaning assigned by Section 30.05(b).

(2) "License holder" has the meaning assigned by Section 46.035(f).

(3) "Written communication" means:

(A) a card or other document on which is written language identical to the following: "Pursuant to Section 30.07, Penal Code (trespass by license holder with an openly carried handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter this property with a handgun that is carried openly"; or

(B) a sign posted on the property that:

(i) includes the language described by Paragraph (A) in both English and Spanish;

(ii) appears in contrasting colors with block letters at least one inch in height; and

(iii) is displayed in a conspicuous manner clearly visible to the public at each entrance to the property.

(d) An offense under this section is a Class C misdemeanor punishable by a fine not to exceed $200, except that the offense is a Class A misdemeanor if it is shown on the trial of the offense that, after entering the property, the license holder was personally given the notice by oral communication described by Subsection (b) and subsequently failed to depart.

(e) It is an exception to the application of this section that the property on which the license holder openly carries the handgun is owned or leased by a governmental entity and is not a premises or other place on which the license holder is prohibited from carrying the handgun under Section 46.03 or 46.035.

(f) It is not a defense to prosecution under this section that the handgun was carried in a shoulder or belt holster.

SECTION 45. Section 46.02(a-1), Penal Code, is amended to read as follows:

(a-1) A person commits an offense if the person intentionally, knowingly, or recklessly carries on or about his or her person a handgun in a motor vehicle or watercraft that is owned by the person or under the person's control at any time in which:

(1) the handgun is in plain view, unless the person is licensed to carry a handgun under Subchapter H, Chapter 411, Government Code, and the handgun is carried in a shoulder or belt holster; or

(2) the person is:

(A) engaged in criminal activity, other than a Class C misdemeanor that is a violation of a law or ordinance regulating traffic or boating;

(B) prohibited by law from possessing a firearm; or

(C) a member of a criminal street gang, as defined by Section 71.01.

SECTION 46. Section 46.03(f), Penal Code, is amended to read as follows:

(f) It is not a defense to prosecution under this section that the actor possessed a handgun and was licensed to carry a [~~concealed~~] handgun under Subchapter H, Chapter 411, Government Code.

SECTION 47. Section 46.035, Penal Code, is amended by amending Subsections (a), (b), (c), (d), (g), (h), (i), and (j) and adding Subsection (a-1) to read as follows:

(a) A license holder commits an offense if the license holder carries a handgun on or about the license holder's person under the authority of Subchapter H, Chapter 411, Government Code, and intentionally displays the handgun in plain view of another person in a public place. It is an exception to the application of this subsection that the handgun was partially or wholly visible but was carried in a shoulder or belt holster by the license holder.

(a-1) Notwithstanding Subsection (a), a license holder commits an offense if the license holder carries a partially or wholly visible handgun, regardless of whether the handgun is holstered, on or about the license holder's person under the authority of Subchapter H, Chapter 411, Government Code, and intentionally displays the handgun in plain view of another person:

(1) on the premises of an institution of higher

education or private or independent institution of higher education; or

(2) on any public or private driveway, street, sidewalk or walkway, parking lot, parking garage, or other parking area of an institution of higher education or private or independent institution of higher education.

(b) A license holder commits an offense if the license holder intentionally, knowingly, or recklessly carries a handgun under the authority of Subchapter H, Chapter 411, Government Code, regardless of whether the handgun is concealed or carried in a shoulder or belt holster, on or about the license holder's person:

(1) on the premises of a business that has a permit or license issued under Chapter 25, 28, 32, 69, or 74, Alcoholic Beverage Code, if the business derives 51 percent or more of its income from the sale or service of alcoholic beverages for on-premises consumption, as determined by the Texas Alcoholic Beverage Commission under Section 104.06, Alcoholic Beverage Code;

(2) on the premises where a high school, collegiate, or professional sporting event or interscholastic event is taking place, unless the license holder is a participant in the event and a handgun is used in the event;

(3) on the premises of a correctional facility;

(4) on the premises of a hospital licensed under Chapter 241, Health and Safety Code, or on the premises of a nursing facility [~~home~~] licensed under Chapter 242, Health and Safety Code, unless the license holder has written authorization of the hospital or nursing facility [~~home~~] administration, as appropriate;

(5) in an amusement park; or

(6) on the premises of a church, synagogue, or other established place of religious worship.

(c) A license holder commits an offense if the license holder intentionally, knowingly, or recklessly carries a handgun under the authority of Subchapter H, Chapter 411, Government Code, regardless of whether the handgun is concealed or carried in a shoulder or belt holster, at any meeting of a governmental entity.

(d) A license holder commits an offense if, while intoxicated, the license holder carries a handgun under the authority of Subchapter H, Chapter 411, Government Code, regardless of whether the handgun is concealed or carried in a shoulder or belt holster.

(g) An offense under this section [~~Subsection (a), (b), (c), (d), or (e)~~] is a Class A misdemeanor, unless the offense is committed under Subsection (b)(1) or (b)(3), in which event the offense is a felony of the third degree.

(h) It is a defense to prosecution under Subsection (a) or (a-1) that the actor, at the time of the commission of the offense, displayed the handgun under circumstances in which the actor would have been justified in the use of force or deadly force under Chapter 9.

(i) Subsections (b)(4), (b)(5), (b)(6), and (c) do not apply if the actor was not given effective notice under Section 30.06 or 30.07.

(j) Subsections (a), (a-1), and (b)(1) do not apply to a historical reenactment performed in compliance with the rules of the Texas Alcoholic Beverage Commission.

SECTION 48. Section 46.035(f), Penal Code, is amended by adding Subdivision (1-a) to read as follows:

(1-a) "Institution of higher education" and "private or independent institution of higher education" have the meanings assigned by Section 61.003, Education Code.

SECTION 49. Sections 46.15(a) and (b), Penal Code, are amended to read as follows:

(a) Sections 46.02 and 46.03 do not apply to:

(1) peace officers or special investigators under Article 2.122, Code of Criminal Procedure, and neither section prohibits a peace officer or special investigator from carrying a weapon in this state, including in an establishment in this state serving the public, regardless of whether the peace officer or special investigator is engaged in the actual discharge of the officer's or investigator's duties while carrying the weapon;

(2) parole officers and neither section prohibits an officer from carrying a weapon in this state if the officer is:

(A) engaged in the actual discharge of the officer's duties while carrying the weapon; and

(B) in compliance with policies and procedures adopted by the Texas Department of Criminal Justice regarding the possession of a weapon by an officer while on duty;

(3) community supervision and corrections department officers appointed or employed under Section 76.004, Government Code, and neither section prohibits an officer from carrying a weapon in this state if the officer is:

(A) engaged in the actual discharge of the officer's duties while carrying the weapon; and

(B) authorized to carry a weapon under Section 76.0051, Government Code;

(4) an active judicial officer as defined by Section 411.201, Government Code, who is licensed to carry a [~~concealed~~] handgun under Subchapter H, Chapter 411, Government Code;

(5) an honorably retired peace officer, qualified retired law enforcement officer, federal criminal investigator, or former reserve law enforcement officer who holds a certificate of proficiency issued under Section 1701.357, Occupations Code, and is carrying a photo identification that is issued by a federal, state, or local law enforcement agency, as applicable, and that verifies that the officer is:

(A) an honorably retired peace officer;

(B) a qualified retired law enforcement officer;

(C) a federal criminal investigator; or

(D) a former reserve law enforcement officer who has served in that capacity not less than a total of 15 years with one or more state or local law enforcement agencies;

(6) a district attorney, criminal district attorney, county attorney, or municipal attorney who is licensed to carry a [~~concealed~~] handgun under Subchapter H, Chapter 411, Government Code;

(7) an assistant district attorney, assistant criminal district attorney, or assistant county attorney who is licensed to carry a [~~concealed~~] handgun under Subchapter H, Chapter

411, Government Code;

(8) a bailiff designated by an active judicial officer as defined by Section 411.201, Government Code, who is:

(A) licensed to carry a [~~concealed~~] handgun under Subchapter H, Chapter 411, Government Code; and

(B) engaged in escorting the judicial officer; or

(9) a juvenile probation officer who is authorized to carry a firearm under Section 142.006, Human Resources Code.

(b) Section 46.02 does not apply to a person who:

(1) is in the actual discharge of official duties as a member of the armed forces or state military forces as defined by Section 437.001, Government Code, or as a guard employed by a penal institution;

(2) is traveling;

(3) is engaging in lawful hunting, fishing, or other sporting activity on the immediate premises where the activity is conducted, or is en route between the premises and the actor's residence, motor vehicle, or watercraft, if the weapon is a type commonly used in the activity;

(4) holds a security officer commission issued by the Texas Private Security Board, if the person is engaged in the performance of the person's duties as an officer commissioned under Chapter 1702, Occupations Code, or is traveling to or from the person's place of assignment and is wearing the officer's uniform and carrying the officer's weapon in plain view;

(5) acts as a personal protection officer and carries the person's security officer commission and personal protection

officer authorization, if the person:

(A) is engaged in the performance of the person's duties as a personal protection officer under Chapter 1702, Occupations Code, or is traveling to or from the person's place of assignment; and

(B) is either:

(i) wearing the uniform of a security officer, including any uniform or apparel described by Section 1702.323(d), Occupations Code, and carrying the officer's weapon in plain view; or

(ii) not wearing the uniform of a security officer and carrying the officer's weapon in a concealed manner;

(6) is carrying:

(A) a [~~concealed handgun and a valid~~] license issued under Subchapter H, Chapter 411, Government Code, to carry a [~~concealed~~] handgun; and

(B) a handgun:

(i) in a concealed manner; or

(ii) in a shoulder or belt holster;

(7) holds an alcoholic beverage permit or license or is an employee of a holder of an alcoholic beverage permit or license if the person is supervising the operation of the permitted or licensed premises; or

(8) is a student in a law enforcement class engaging in an activity required as part of the class, if the weapon is a type commonly used in the activity and the person is:

(A) on the immediate premises where the activity is conducted; or

(B) en route between those premises and the person's residence and is carrying the weapon unloaded.

SECTION 50. Section 411.171(3), Government Code, is repealed.

SECTION 51. The change in law made by this Act relating to the authority of a license holder to openly carry a holstered handgun applies to the carrying of a handgun on or after the effective date of this Act by any person who:

(1) holds a license issued under Subchapter H, Chapter 411, Government Code, regardless of whether the person's license was issued before, on, or after the effective date of this Act; or

(2) applies for the issuance of a license under that subchapter, regardless of whether the person applied for the license before, on, or after the effective date of this Act.

SECTION 52. The changes in law made by this Act to Sections 62.082 and 284.001, Parks and Wildlife Code, and to Sections 30.05, 30.06, 46.02, 46.03, 46.035, and 46.15, Penal Code, apply only to an offense committed on or after the effective date of this Act. An offense committed before the effective date of this Act is governed by the law in effect on the date the offense was committed, and the former law is continued in effect for that purpose. For purposes of this section, an offense was committed before the effective date of this Act if any element of the offense occurred before that date.

SECTION 53. Except as otherwise provided by this Act, this Act takes effect January 1, 2016.

______________________________ ______________________________

President of the Senate Speaker of the House

I certify that H.B. No. 910 was passed by the House on April 20, 2015, by the following vote: Yeas 101, Nays 42, 1 present, not voting; that the motion to concur in Senate amendments to H.B. No. 910 failed on May 27, 2015, by the following vote: Yeas 63, Nays 79, 2 present, not voting; that the House refused to concur in Senate amendments to H.B. No. 910 on May 27, 2015, by a non-record vote and requested the appointment of a conference committee to consider the differences between the two houses; and that the House adopted the conference committee report on H.B. No. 910 on May 29, 2015, by the following vote: Yeas 102, Nays 43, 1 present, not voting.

____

Chief Clerk of the House

I certify that H.B. No. 910 was passed by the Senate, with amendments, on May 22, 2015, by the following vote: Yeas 19, Nays 12; at the request of the House, the Senate appointed a conference committee to consider the differences between the two houses; and that the Senate adopted the conference committee report on H.B. No. 910 on May 29, 2015, by the following vote: Yeas 20, Nays 11.

____

Secretary of the Senate

APPROVED: _____________________

Date

____

Governor

Open Carry

House Bill 910

Effective January 1, 2016

Open Carry

- HB 910 eliminated the distinction between concealed and open carry of handguns.
- It now states “licensed to carry.”
- This is not “constitutional” carry, must still have a license.
- New law and penalties created: Class C Misdemeanor for Carry in Violation and Class A Misdemeanor for Violating Law once informed and failure to comply.

Open Carry

- Permits current Concealed Handgun License (CHL) holders to openly carry handguns.
- Permits open carry of handguns for CHL holders in public places with a few notable exceptions.
- Permits licensed open carry citizens the ability to carry handguns inside city, county, and state government offices in areas that are open to the public.

Open Carry

- Exceptions:
  1. Court Offices,
  2. Secure areas of Government Offices, or
  3. Posted public meetings, i.e., City Council Meeting

Notification to be Given

- Government officials may restrict the carry of guns on their premises by one of ***three methods***:
  1. Giving Verbal Notice – An official informs a gun carrying individual if there is a prohibition for carrying guns Concealed (30.06) or Open (30.07); or
  2. Provide the individual with a card specifying the prohibitions of concealed (30.06) or open carry (30.07); or

  3. Have signs posted that have specific language about the prohibitions to carry in their business.

Signage Compliance

When prohibiting the carry of firearms in their business, signage must meet requirements:

1. The sign must contain language *identical* to the law (30.06 and or 30.07); and

2. Displayed in both *English and Spanish*; and

3. Must be *contrasting colors, one inch block letters*; and

4. *Posted* in a conspicuous place at *each entrance*.

Specific Signage Language

"Pursuant to Section 30.06, Penal Code (trespass by license holder with a concealed handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter this property with a concealed handgun";

Specific Signage Language

"Pursuant to Section 30.07, Penal Code (trespass by license holder with an openly carried handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter this property with a handgun that is carried openly";

Signage

- The lobbies of City Hall and the Police Department are open to the public and are not restricted to the licensed carry of handguns.

- The Director of Internal Services, Lisa Thompson, will be posting the specified signage at each entrance of the secure government offices, to include City Hall, Police Department, and Municipal Court, as well as the Council Chambers by January 1, 2016.

Questions or Comments?

City Council Meeting
December 10, 2015
Agenda Item Transmittal

Agenda Item #: **9**

Agenda Title: Consider approving an Interlocal Agreement in conjunction with CAPCOG for electronic permit services.

Council Action to be taken: Approve Agreement as presented

Initiating Department: Development Services

Staff Contact: Ashley Lumpkin, Director

1. INTRODUCTION/PURPOSE

The City of Taylor, in conjunction with the Capital Area Council of Governments (CAPCOG), is able to enter into an agreement with the South Central Planning and Development Commission (SCPDC) to begin implementing the MyPermitNow software to Taylor's development review processes.

2. DESCRIPTION/ JUSTIFICATION

The Development Services Department identified the need for submittal tracking program in 2014, as part of the restructuring of the former Department of Planning and Development and in an effort to create a predictable, consistent, transparent process. The Development Advisory Committee has been kept apprised of the progress staff is making in procuring a permit tracking system.

The software provides the ability to submit all development applications and permits online, pay fees online, track the progress of the review process, view the required inspection sequence for a project, and request inspections online. In addition, MyPermitNow provides real-time inspection results via e-mail, text message, and via an online portal. The software will be utilized to track code enforcement actions, and all other development applications such as zoning applications, platting, variances, etc. Numerous other cities in the area have implemented this software with success: Hutto, Georgetown, Leander, Pflugerville and Bee Caves all currently use this application.

3. FINANCIAL/BUDGET

City Council previously allocated $15,000 for the implementation of a permitting system. The implementation of the software and hardware necessary to implement the system will remain within the approved budget.

4. TIMELINE CONSIDERATIONS

If approved, the Development Services Department will finalize details with SCPDC to begin customizing the software to Taylor's development processes. In preliminary conversations with SDPDC, the typical timeframe for implementation is 90-120 days with time allowed for testing of the software and staff training.

5. RECOMMENDATION

Recommend approval of the agreement, as presented.

6. REFERENCE FILES

9a. Draft Agreement
9b. MyPermitNow Brochure

INTERLOCAL CONTRACT
FOR LICENSING SCPDC SOFTWARE

Sec. 1. Parties and Purpose

1.1. The Capital Area Council of Governments ("CAPCOG") is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, Chapter 391 of the Local Government Code, as amended, and is a signatory Agent for Licensor.

1.2. The Taylor, Texas ("Licensee") is a Texas home-rule city.

1.3. The South Central Planning and Development Commission (Licensor) ("SCPDC") is a regional planning commission and Political Subdivision of the State of Louisiana, domiciled in Terrebonne Parish. The district was established in 1973 and created by law in 1978 under state act 472. The statute allows its member governmental entities to come together through SCPDC to provide long range planning, act as a state and federal liaison, provide guidance and study to current issues affecting government, and provide services to business and citizens.

1.4. SCPDC has created MyPermitNow, MyProjectNow, MyAddressNow, Inspection Anywhere and MyGovernmentOnline software (the "SCPDC Software") and this contract is entered into among Licensee, and SCPDC under chapter 791 of the Government Code to license Contractor to use the SCPDC Software under certain terms and conditions. CAPCOG has been granted a limited power of attorney by SCPDC to execute this contract on SCPDC's behalf.

This INTERLOCAL CONTRACT USE AGREEMENT (this "Agreement") is entered into by and between Licensor and Licensee, and describes the terms and conditions pursuant to which Licensor shall license to Licensee the use of, and provide support for, certain Software (as defined below).

In consideration of the mutual promises and upon the terms and conditions set forth below, the parties agree as follows:

2. DEFINITIONS

2.1 "CONFIDENTIAL INFORMATION" means this Agreement, including all of its terms, and all its Schedules, any addenda hereto signed by both parties, all Software listings, Documentation, information, data, drawings, benchmark tests, specifications, trade secrets, object code and machine-readable copies of the Software, source code relating to the Software, and any other proprietary information supplied to Licensee by SCPDC, or by Licensee to SCPDC and clearly marked as "confidential information", including all items defined as "confidential information" in any other agreement between Licensee and SCPDC whether executed prior to or after the date of this Agreement.

2.2 "DOCUMENTATION" means any on-line help files, instruction manuals, operating instructions, user manuals, and specifications provided by SCPDC which describe the use of the Software and which either accompany the Software or are provided to Licensee at any time.

2.3 "EFFECTIVE DATE" means the later of the dates on which Licensee and SCPDC have signed this Agreement.

2.4 "EQUIPMENT" means the computer system, including peripheral equipment and operating system software, specified in Schedule B.

2.5 "MAJOR AND MINOR UPDATES" shall mean updates, if any, to the SCPDC Software. Major Updates involve additions of substantial functionality while Minor Updates do not. Major Updates are designated by a change in the number to the left of the decimal point of the number appearing after the product name while Minor Updates are designated by a change in such number to the right of the decimal point. Example, My Permit Now version X.0 (major update) and My Permit Now version 0.Y (minor update). SCPDC is the sole determiner of the availability and designation of an update as a Major or Minor Update. Where used herein "Updates" shall mean Major or Minor Updates interchangeably.

2.6 "SITE" means each physical location, or each Internet link accessible by end-users through Licensee's Web Site, at which Licensee and its customers are entitled to Use the Software.

2.7 "SOFTWARE" means the computer software programs specified in Schedule A and otherwise provided for Licensee use pursuant to this Agreement.

2.8 "USE" means loading, utilization, storage or display of the Software by Licensee for its own internal information processing, and utilization by end users accessing Licensee's Web Site through the Internet.

2.9 "PERMIT" shall mean any type of permit, including but not limited to, new construction permit, building permit, structure renovation permit, mechanical permit, plumbing permit, gas permit, electrical permit, and sign permit. Multiple permits listed under one number shall not be considered a single permit when calculating funds owed SCPDC pursuant to the terms of the Cooperative Endeavor Use Agreement.

2.10 "ACTIONABLE PROJECT" shall mean any project or case that is tracked by a unique project number that has had a work order assigned to it and/or has had photo or other misc documents uploaded and appended to it.

2.11 "NON-ACTIONABLE PROJECT" shall mean any project or case that is tracked by a unique project number that has not had a work order assigned to it and/or has not had photo or other misc document uploaded and appended to it. Furthermore, it should be in a state of soft deletion, void status, or closed status. Stored comments as to why no action is being taken and information entered into the fields available on the form are allowed and will not change its state to actionable. Reporting on non-actionable projects will also not change their status to actionable.

2.12 "License Fee(s)" shall mean all payment due pursuant to this Agreement, including the permit volume package amount and the payments due for the elected add on modules as detailed in Schedule A.

3. LICENSE, DELIVERABLES AND COPIES

3.1 LICENSE GRANT.

(a) Subject to the terms of this Agreement, Licensor grants to Licensee a nonexclusive, nontransferable, royalty-bearing user license during the term of this Agreement to use the Licensor's Software, through Internet access only, internally on one or more servers controlled by or on behalf of Licensee solely for purposes of using the Licensor's products known as My Permit Now, MyProjectNow, MyAddressNow, MyGovernmentOnline, Inspection Anywhere. The scope of the foregoing license encompasses Licensee's internal use of Licensor's Software in connection with providing services to Licensee's customers, allowing customers of Licensee access to Licensee's portal for the purpose of researching permit requirements and submitting permit requests to the Licensee, but excludes any sublicensing of Licensor's Software, uploading or otherwise transferring, or providing direct access to, the Licensor's Software to any third party without Licensor's prior written consent, including access by any third party to the Licensor's Software on a stand-alone basis. License granted hereunder includes the use of Documentation in connection with Use of the Software.

(b) OWNERSHIP. SCPDC and its licensors solely own all right, title and interest in and to the SCPDC's Software, and reserve all rights therein not expressly granted under this Agreement. This license transfers to Licensee neither title nor any proprietary or intellectual property rights to the Software, Documentation, or any copyrights, patents, or trademarks, embodied or used in connection therewith, except for the rights expressly granted herein.

(i) Without limiting the generality of the foregoing, except as expressly stated in paragraph (a), Licensee may not directly or through any third party (a) transfer or sublicense, in whole or part, any copies of the SCPDC Software to any third party; (b) modify, decompile, reverse engineer, or otherwise attempt to access the source code of the SCPDC Software; or (c) copy the SCPDC Software, except such copies of the records as necessary for reasonable and customary back-up and disaster recovery purposes. Licensee will not delete or alter the copyright, trademark or other proprietary rights notices of SCPDC and its licensors included with the SCPDC Software as delivered to Licensee, and will reproduce such notices on all copies of the SCPDC Software. If derivative works of the SCPDC Software are prepared by or on behalf of Licensee based on suggestions or requests by Licensee, SCPDC will solely own such modifications.

(ii) The Licensee may not develop products that interface or are intended for use with the SCPDC Software ("Add-On Products") without SCPDC's express written permission.

(c) Notwithstanding the inclusion of Licensee's customer in the class of allowed users, SCPDC's affirmative obligations will be limited to the entity named above. Licensee hereby shall indemnify and hold harmless SCPDC from and against all losses, costs, liabilities and expenses arising out of or relating to any breach by Licensee of this agreement, use of the software, or as a result of the carelessness, negligence or improper conduct of Licensee, its agents, employees or representatives.

3.2 DELIVERABLES. SCPDC shall issue to Licensee, as soon as practicable, a web address from where the Licensee can select "jurisdiction login." The login account shall be comprised of a unique username (for instance johndoe@scpdc.org) and password for each user of the system in the employ and under control of Licensee.

3.3 COPIES. Whenever Licensee is permitted to copy or reproduce all or any part of the Documentation, all titles, trademark symbols, copyright symbols and legends, and other proprietary markings must be reproduced.

4. LICENSE RESTRICTIONS. Licensee agrees that it will not itself, or through any parent, subsidiary, affiliate, agent or other third party: (a) sell, lease, license or sub-license the Software or the Documentation; (b) decompile, disassemble, or reverse engineer Software, in whole or in part; (c) write or develop any derivative software or any other software program based upon the Software or any Confidential Information; (d) use the Software to provide services on a 'service bureau' basis; or (e) provide, disclose, divulge or make available to, or permit use of the Software by any unauthorized third party without SCPDC's prior written consent.

5. LICENSE FEE

5.1 LICENSE FEE. In consideration of the license granted pursuant to Section 2.1. Licensee agrees to pay SCPDC the License Fee specified in Schedule A. Licensee shall pay SCPDC a fee based on Licensee's use of the SCPDC Software, determined according to the terms set forth in Schedule A. It is expressly agreed that the Licensee will not house transactions that are the basis of fees paid to SCPDC in another system with the intention of avoiding the responsibility of paying fees to SCPDC for the term of this agreement. Should SCPDC determine that Licensee violates this provision, SCPDC, at its expense and on reasonable notice, may cause such Licensee's records to be audited during regular business hours at Licensee's facilities. If an audit reveals underpayment of fees due under this Agreement, all such amounts will be promptly paid with interest at the prevailing U.S. dollar prime rate accruing from the original due date. If any such underpayment exceeds 5% of the fees due for the period audited, Licensee will also pay SCPDC's reasonable costs of conducting the audit.

5.2 TAXES. Licensee agrees to pay or reimburse SCPDC for all federal, state, parish, or local sales, use, personal property, payroll, excise or other taxes, fees, or duties arising out of this Agreement or the transactions contemplated by this Agreement (other than taxes on the net income of SCPDC).

5.3 NO OFFSET. Fees and expenses due from Licensee under this Agreement may not be withheld or offset by Licensee against other amounts owed by SCPDC for any reason.

6. MAINTENANCE AND SUPPORT. Licensee agrees to pay Maintenance Fees according to Schedule C as attached hereto for each Site as specified in Schedule A. For so long as Licensee is current in the payment of all maintenance fees, with respect to each site, Licensee will be entitled to Maintenance and Support for each site as set forth in Schedule C attached hereto. Failure to pay maintenance fees with respect to any Site shall be deemed a material breach of this Agreement and in such event SCPDC shall have the right to terminate the rights granted hereunder with respect to such site for the term of this Agreement.

7. LIMITED WARRANTY AND LIMITATION OF LIABILITY

8.1 LIMITED WARRANTY. SCPDC warrants for the term of the contract from the Effective Date (the "Warranty Period") the Software will perform in substantial accordance with the Documentation under normal use. If during the Warranty Period the Software does not perform as warranted (a "Non-Conformance"), SCPDC shall undertake to correct such Non-Conformance, or if correction is reasonably not possible, replace such Software free of charge. If neither of the foregoing is commercially practicable, SCPDC shall terminate this Agreement and refund to Licensee the License Fee. THE FOREGOING ARE LICENSEE'S SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY. The warranty set forth above is made to and for the benefit of Licensee only. The warranty will apply only if:

(a) the Software has been properly used at all times and in accordance with the instructions for Use; and

(b) no modification, alteration or addition has been made to the Software by persons under the control of Licensee (except pursuant to the authorized Use of the Software specified in Schedule A) except as authorized in writing by SCPDC; and

(c) Licensee has not requested modifications, alterations or additions to the Software that cause it to deviate from the Documentation;

(d) SCPDC warrants that it possesses all of the right, title, interest and authority to enter into this agreement with Licensee. SCPDC also warrants that no lawsuit or claim concerning the Software is currently pending.
Any pre-production versions of the Software distributed to Licensee are delivered "as-is," without any express or implied warranties. No employee, agent, representative or affiliate of SCPDC has authority to bind SCPDC to any oral representations or warranty concerning the Software. Any written representation or warranty not expressly contained in this Agreement will not be enforceable.

8.2 DISCLAIMER. EXCEPT AS SET FORTH ABOVE, SCPDC MAKES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE SOFTWARE OR THE DOCUMENTATION, OR ANY MATERIALS OR SERVICES FURNISHED OR PROVIDED TO LICENSEE UNDER THIS AGREEMENT, INCLUDING MAINTENANCE AND SUPPORT. SCPDC SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT WITH RESPECT TO THE SOFTWARE, DOCUMENTATION AND SAID OTHER MATERIALS AND SERVICES, AND WITH RESPECT TO THE FOREGOING. IN ADDITION, SCPDC DISCLAIMS ANY WARRANTY WITH RESPECT TO, AND WILL NOT BE LIABLE OR OTHERWISE RESPONSIBLE FOR, THE OPERATION OF THE SOFTWARE IF PROGRAMS ARE MADE THROUGH THE USE OF SOFTWARE OR NON-SCPDC SOFTWARE THAT CHANGE, OR ARE ABLE TO CHANGE, THE DATA MODEL OF THE SOFTWARE.

8.3 LIMITATION OF LIABILITY. IN NO EVENT WILL SCPDC BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, COST OF COVER OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE FURNISHING, PERFORMANCE OR USE OF THE SOFTWARE OR SERVICES PERFORMED HEREUNDER, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE, EVEN IF SCPDC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, SCPDC WILL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY DELAY IN DELIVERY OR FURNISHING THE SOFTWARE OR SAID SERVICES. SCPDC'S LIABILITY UNDER THIS AGREEMENT FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES OF ANY

KIND, INCLUDING, WITHOUT LIMITATION, RESTITUTION, WILL NOT, IN ANY EVENT, EXCEED THE LICENSE FEE PAID BY LICENSEE TO SCPDC UNDER THIS AGREEMENT.

8.4 ALLOCATION OF RISK. The provisions of this Section 6 allocate risks under this Agreement between Licensee and SCPDC. SCPDC's pricing reflects this allocation of risks and limitation thereof in accordance with the provisions of this Agreement and not liability.

8.5 CLAIMS. No action arising out of any breach or claimed breach of this Agreement or transactions contemplated by this Agreement may be brought by either party more than one (1) year after the cause of action has accrued. For purposes of this Agreement, a cause of action will be deemed to have accrued when a party knew or reasonably should have known of the breach or claimed breach.

9. INDEMNIFICATION

9.1 INFRINGEMENT INDEMNITY. SCPDC shall, at its expense, defend or settle any claim, action or allegation brought against Licensee that the Software infringes any patent, copyright, trade secret or other proprietary right of any third party and shall pay any final judgments awarded or settlements entered in the action; provided that Licensee gives prompt written notice to SCPDC of any such claim, action or allegation of infringement and gives SCPDC the authority to proceed as contemplated herein. SCPDC will have the exclusive right to defend any such claim, action or allegation and make settlements thereof at its own discretion, and Licensee may not settle or compromise such claim, action or allegation, except with prior written consent of SCPDC. Licensee shall give such assistance and information as SCPDC may reasonably require to settle or oppose such claims. In the event any such infringement, claim, action or allegation is brought or threatened, SCPDC may, at its sole option and expense:

(a) procure for Licensee the right to continue Use of the Software or infringing part thereof; or

(b) modify or amend the Software or infringing part thereof, or replace the Software or infringing part thereof with other software having substantially the same or better capabilities; or, if neither of the foregoing is commercially practicable,

(c) terminate this Agreement and repay to Licensee a portion, if any, of the License Fee and maintenance fees equal to the amount paid by Licensee less one-twenty-fourth (1/24) thereof for each month or portion thereof that this Agreement has been in effect. SCPDC and Licensee will then be released from any further obligations of indemnification provided for above and such other obligations that survive termination.

9.2 LIMITATION. The foregoing obligations shall not apply to the extent the infringement arises as a result of modifications to the Software made by any party other than SCPDC or SCPDC's authorized representative.

9.3 EXCLUSIVE REMEDY. The foregoing states the entire liability of SCPDC and Licensee's exclusive remedy with respect to infringement of any patent, copyright, trade secret or other proprietary right.

9.4 Licensee shall indemnify and hold SCPDC harmless from and against any costs, losses, liabilities and expenses arising out of third party claims related to any breach by Licensee of this agreement, use of the software, or as a result of the carelessness, negligence or improper conduct of Licensee, its agents, employees or representatives.

10. CONFIDENTIALITY

10.1 CONFIDENTIAL INFORMATION. Each party acknowledges that the Confidential Information constitutes valuable trade secrets and each party agrees that it shall use Confidential Information solely in accordance with the provisions of this Agreement and will not disclose, or permit to be disclosed, the same, directly or indirectly, to any third party without the other party's prior written consent. Each party agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. Furthermore, it is understood that the terms of this Agreement reflect consideration received by Licensee in return for being an early user of the Software. However, neither party bears any responsibility for safeguarding information that (i) is publicly available, subject to a public records request pursuant to revised Statute 44:1 et seq., (ii) already in the other party's possession an not subject to a confidentiality obligation, (iii) obtained by the other party from third parties without restrictions on disclosure, (iv) independently developed by the other party without reference to Confidential Information, or (v) required to be disclosed by order of a court or other governmental entity. Nothing herein will prevent routine discussions by the parties that normally take place in a "user group" context.

10.2 INJUNCTIVE RELIEF. In the event of actual or threatened breach of the provisions of Section 9.1, the non-breaching party will have no adequate remedy at law and will be entitled to immediate and injunctive and other equitable relief, without bond and without the necessity of showing actual monetary damages.

11. TERM AND TERMINATION

11.1 TERM. This Agreement will take effect on the Effective Date and will remain in force for a period of two (2) years.

11.2 TERMINATION. This Agreement is terminated by:

(a) By Licensee. Should there be discovered a serious defect or flaw in the SCPDC software that prevents the Licensee from using the system to support Licensee's operations in issuance of permits, Licensee shall notify SCPDC of the issue. SCPDC will have 45 days to resolve the issue. If the issue cannot be resolved within the time period, the contract will terminate on the 1st of the following month.

(b) By SCPDC. Upon written notice to Licensee if any of the following events ("Termination Events") occur, provided that no such termination will entitle Licensee to a refund of any portion of the License Fee or maintenance fees: (i) Licensee fails to pay any undisputed amount due to SCPDC within thirty (30) days after SCPDC gives the Licensee written notice of such non-payment; (ii) Licensee is in material breach of any non-monetary term, condition or provision of Agreement, which breach, if capable of being cured, is not cured within thirty (30) days after SCPDC gives Licensee written notice of such breach; or (iii) Licensee becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes; or (iv) SCPDC elects to refund Licensee's fees.

11.3 EFFECT OF TERMINATION. If any Termination Event occurs, termination will become effective immediately or on the date set forth in the written notice of termination. Termination of this Agreement will not affect the provisions regarding Licensee's or SCPDC's treatment of Confidential Information, provisions relating to the payment of amounts due, or provisions limiting or disclaiming SCPDC's liability, which provisions will survive termination of this Agreement. Within fourteen (14) days after the date of termination or discontinuance of this Agreement for any reason whatsoever, Licensee shall return any copies of the SCPDC Software, derivative works and all copies thereof, in whole or in part, all related Documentation and all copies thereof, and any other Confidential Information in its possession. Upon termination of this Agreement, Licensee shall cause the SCPDC Software to be removed from all computer units, including desktops and laptops, in the Licensee's office and from the computer units of third party contractors performing work for Licensee. Licensee shall furnish SCPDC with a certificate signed by an executive officer of Licensee verifying that the same has been done.

11.4 In the event of the termination or nonrenewal of this agreement, SPCDC warrants that the information stored by SPCDC as a result of Licensee use of the MyPermitNow will be available to Licensee.

12. NON-ASSIGNMENT. Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by Licensee, in whole or in part, whether voluntary or by operation of law, including by way of sale of assets, merger or consolidation, without the prior written consent of SCPDC, which consent will not be unreasonably withheld or delayed. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

13. NOTICES. Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be (a) delivered in person, (b) sent by first class registered mail, or air mail, as appropriate, (c) sent by overnight air courier, or (d) by facsimile, in each case properly posted to the appropriate address set forth below. Either party may change its address for notice by notice to the other party given in accordance with this Section. Notices will be considered to have been given at the time of actual delivery in person, three (3) business days after deposited the mail as set forth above, one (1) day after delivery to an overnight air courier service, or one (1) day after the moment of transmission by facsimile.

To:	South Central Planning and District Commission	To:	City of Taylor Attn: City Manager
Address:	5058 West Main St. Houma, LA 70360	Address:	400 Porter Street Taylor, TX 76574

14. MISCELLANEOUS

14.1 VIRUSES AND DISABLING DEVICES. Neither SCPDC Software nor any enhancements, modifications, upgrades, updates, revisions or releases thereof shall contain (i) any mechanism such as a "trap door", "time bomb", or "logic bomb", software protection routine or other similar device, that would enable SCPDC to disable the Software or make the Software inaccessible to Licensee after the Software is installed; or (ii) to the best of SCPDC's knowledge, any computer "virus", "worm" or similar programming routine.

14.2 FORCE MAJEURE. Neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without negligence of the parties. Such events, occurrences, or causes will include, without limitation, acts of God, strikes, lockouts, riots, acts of war, earthquakes, fire and explosions, but the inability to meet financial obligations is expressly excluded.

14.3 WAIVER. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed and will not be deemed to be a waiver of such party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action. Except as expressly stated in this Agreement, no exercise or enforcement by either party of any right or remedy under this Agreement will preclude the enforcement by such party of any other right or remedy under this Agreement or that such party is entitled by law to enforce.

14.4 SEVERABILITY. If any term, condition, or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the parties shall endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

14.5 STANDARD TERMS OF LICENSEE. No terms, provisions or conditions of any purchase order, acknowledgment or other business form that Licensee may use in connection with the acquisition or licensing of the Software use will have any effect on the rights, duties or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of SCPDC to object to such terms, provisions or conditions.

14.6 AMENDMENTS TO THIS AGREEMENT. This Agreement may not be amended, except by a writing signed by both parties.

14.7 SCPDC'S PRIOR CONSENT. Unless expressly provided otherwise in this Agreement, any prior consent of SCPDC that is required before Licensee may take an action may be granted or withheld in SCPDC's sole and absolute discretion.

14.8 EXPORT OF SOFTWARE. Licensee may not export or re-export the SCPDC Software without the prior written consent of SCPDC and without the appropriate United States and foreign government licenses.

14.9 APPLICABLE LAW. This Agreement will be interpreted and construed in accordance with the laws of the State of Louisiana and the United States of America, without regard to the conflict of laws principles.

14.10 PUBLIC ANNOUNCEMENTS. Licensee acknowledges that SCPDC may desire to use its name in press releases, product brochures and financial reports indicating that Licensee is a Licensee of SCPDC, and Licensee agrees that SCPDC may use its name in such a manner. Licensee reserves the right to review any use of its name and to withhold permission, which permission will not reasonably be withheld.

14.11 DISPUTE RESOLUTION. The parties have entered into this Agreement voluntarily and in good faith. As a result, if any dispute, claim or controversy ("dispute") arises between them, unless otherwise provided in this Agreement, they agree that they will first attempt to resolve the dispute by entering into mediation with a mediator selected from the Panel Members of LAMA.

14.12 HEADINGS. Section and Schedule headings are for ease of reference only and do not form part of this Agreement.

14.13 ENTIRE AGREEMENT. This Agreement (including the Schedules and any addenda hereto signed by both parties) contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter, except as provided in Section 8.1 with respect to the definition of "Confidential Information."

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF TAYLOR, TEXAS

By: Isaac D. Turner

Isaac Turner, City Manager

11/10/15

Date

Rocio Lopez

Witness Executive Assistant

Date: 11/10/15

SOUTH CENTRAL PLANNING AND DEVELOPMENT COMMISSION THROUGH ITS AGENT, CAPCOG

By:

Betty Voights, Executive Director

11/30/15

Date

SCHEDULE A

INTERLOCAL CONTRACT

South Central Planning and Development Commission and Jurisdiction Government

SOFTWARE AND LICENSE FEE

A. SOFTWARE USE

Licensee use of SCPDC's My Permit Now System, Standard configuration, including the following modules: Permit Management, Plan Review, Inspections, Alerts and functionality that is incorporated into My Permit Now System and not identified as a separate chargeable option. Inspection Anywhere System, Standard Configuration.

B. LICENSE FEE

1. MyPermitNow and Inspection Anywhere:

The following package prices are offered though the initial term of the contract. Please fill in below which permit volume package most reasonably fits your anticipated annual permit volume.

			MONTHLY RATE		
Permit Volume	Overage Rate	Permits	Planning & Zoning	Code Enforcement	Addressing / GIS Integration
0 - 100	$10.00	$56.25	$50.00	$50.00	$230.00
101 - 500	$10.00	$260.42	$156.25	$50.00	$230.00
501 - 1000	$10.00	$500.00	$300.00	$75.00	$230.00
1001 - 2000	$10.00	$958.33	$575.00	$143.75	$230.00
2001 - 4000	$10.00	$1,833.33	$1,100.00	$275.00	$230.00
4001 - 6000	$10.00	$2,500.00	$1,500.00	$375.00	$230.00
6001 - 8000	$10.00	$3,166.67	$1,900.00	$475.00	$230.00
8001 - 10000	$10.00	$3,750.00	$2,250.00	$562.50	$230.00
10001 - 12000	$10.00	$4,250.00	$2,550.00	$637.50	$230.00
12001 - 14000	$10.00	$4,666.67	$2,800.00	$700.00	$230.00
14001 - 16000	$10.00	$5,000.00	$3,000.00	$750.00	$230.00
16001 - 18000	$10.00	$5,250.00	$3,150.00	$787.50	$230.00
18001 - 30000	No Overage	$5,416.67	$3,250.00	$812.50	$230.00

ANNUAL PERMIT VOLUME OVER 30,000 A YEAR MAY REQUIRE A CUSTOM QUOTE.

The Jurisdiction has agreed to the _501 - 1000______Permit Volume package. It is understood this will be billed on a levelized billing system of $__875.00______ monthly. If anytime during a calendar year the total volume of permits exceeds the packages permit volume, Licensee shall pay, in addition to its package Rate Per Permit fee, the Overage Rate shown in the Schedule above. Permit volume packages may be adjusted annually. At the end of a permit volume year if the jurisdiction's permit volume exceeds 20% of the max permit volume number of their currently subscribed package the jurisdiction shall automatically subscribe to the package that the total new permit volume count places them in.

Add on modules of a standard configuration of Planning & Zoning, Solution Center, Addressing / GIS Integration may be activated by request during the term of this agreement for the monthly rates defined in the rate chart in Schedule A that corresponds to the jurisdictions selected permit package.

. In the event the jurisdiction makes a change to the original permit package chosen, the monthly rate shall change to correspond with the rate chart as shown in Schedule A.

Other Fees:

On-Site Visits: Reimbursement of lodging, transportation and meals.

Integration for online credit card or ACH transactions: Existing Credit Card Vendor: $100.00 one-time fee; New Credit Card Vendor: $500.00 one-time fee.

Historic Data Imports: Imports requiring 20 hours of staff time or less free of charge. Imports requiring more than 20 hours of analyst time is subject to a custom quote.

Additional Modules:
Reoccurring Septic Permits, Fire Marshal, and Public Works Modules available by custom quote.

SCPDC will invoice Licensee at the beginning of each month. The invoices shall be payable within 30 days of the date of the invoice.

SCHEDULE B

COOPERATIVE ENDEAVOR USE AGREEMENT
South Central Planning and Development Commission and Jurisdiction

EQUIPMENT SITE, USER NAME, AND PERSONAL ACCESS PASSWORD

B.1 The following is the Equipment on which Licensees may use the software:

Restricted to computers used by Licensee's personnel in order to accomplish Personnel's job duties via the Internet for access to SCPDC Software, each user having a specially assigned user name and a personal access password.

B.2. At the execution of this Agreement, SCPDC shall provide a USER CREATION forms to the Licensee to be used for Personnel account creation requests. Upon completion of the forms the licensee will return the forms to SCPDC or its AGENT and accounts shall be created in the system with information provided on the forms. Users can change the provided password on the form in the software after their first login. The personal user name and personal access password will be maintained in camera and not distributed to the public. Additional personal user names and personal access passwords may be provided upon a written request to SCPDC with the user creation form providing the user name and confirmation that the user is an employee of Licensee is supplied to SCPDC, which will become an addendum to this schedule, such request will not be unreasonably withheld.

SCHEDULE C
COOPERATIVE ENDEAVOR USE AGREEMENT
South Central Planning and Development Commission and Jurisdiction

MAINTENANCE AND SUPPORT

DEFINITIONS

1.1 "SUPPORT CALL (TIER 1)" means a reported problem in the SCPDC Software which is not affecting the Software's ability to perform substantially in accordance with the user documentation.

1.2 "SUPPORT CALL (TIER 2)" means a reported problem in the SCPDC Software, not considered as a Level I support problem as defined in 1.1 above, which causes serious disruption of a function, however the system is still serving Licensee.

1.3 "SUPPORT CALL (TIER 3)" means a reported problem in the SCPDC Software which causes the system to be down and not serving as designed, or has a significant revenue impact, with no obvious work-around.

1.4 "RESPONSE TIME" means the elapsed time between the receipt of a service call and the time when SCPDC begins the Maintenance and Support, including a verbal or written confirmation to the Licensee thereof.

1.5 "RESPONSE CENTER AND CONTACT PROCEDURE" shall mean:

Address	Hours of Operation
5058 West Main Street Houma, LA 70360	8:00 a.m. to 4:30 p.m.

Contact Information

Tel: 1 866 957 3764
Ryan Hutchinson,
Information Technology Administrator

E-mail: support@scpdc.org

2. TERM AND TERMINATION. SCPDC's provision of Maintenance and Support to Licensee will commence on the Effective Date and will continue for an initial term of two (2) years. Termination of Maintenance and Support upon failure to renew will not affect the license of the Software.

3. MAINTENANCE AND SUPPORT SERVICES. Maintenance and Support will be provided only with respect to use of the versions of the Software that are being supported by SCPDC. SCPDC will provide multi-site backup of permit issuance data for permits supported by MyPermitNow system. SCPDC will provide 24-hour emergency service support, after hours cell numbers are accessed through the IVR menu, for Licensee's staff and Licensee's customers by SCPDC's technical support personnel. SCPDC will offer to Licensee new versions of MyPermitNow Software as they become available. Upon Licensee's request SCPDC will attempt,

so long as practicable, to convert Licensee's current permit data for use with SCPDC Software. Upon Licensee's request SCPDC will, as long as practicable, will perform regularly scheduled exports of Licensee's permit and inspection data to Licensee's database. Within SCPDC's capabilities, SCPDC will perform customization of SCPDC Software based on Licensee's specific jurisdiction. Whenever possible, SCPDC will provide features in the SCPDC Software allowing Licensee to create and search variances and define relationships between variances and permits. SCPDC will provide remote support for the storage of photos, building/permits documents, inspection reports, plan review files and associated miscellaneous records. Within the capabilities of the SCPDC Software, and upon Licensee's request, SCPDC will provide Licensee with customized reports. The client will be expressly forbidden from creating add-ons or feature changes to that version or disclose the source code to any third party.

3.1 LEVELS OF MAINTENANCE AND SUPPORT. Maintenance and Support is available at the following Response Times: (i) Support Call (Tier 3): response time three (3) hours, patch or work-around next day, fixed or documented in next major product release (ii) Support Call (Tier 2): response time six (6) hours, patch or work-around within five days, fixed or documented in next major product release; (iii) Support Call (Tier 1): one (1) business day, problem documented and input for consideration in next major product release.

3.2 BASIC MAINTENANCE. Basic Maintenance means that SCPDC will provide during SCPDC's standard hours of service: (i) Updates and Minor Updates, when and if available, and related on-line Documentation, and (ii) telephone assistance with respect to the use of Software, including (a) clarification of functions and features of the Software; (b) clarification of the Documentation; (c) guidance in the use of the Software; and (d) error verification, analysis and correction to the extent possible by telephone. SCPDC's standard hours of service are Monday through Friday, 8:00 a.m. to 4:30 p.m., CST except for holidays as observed by SCPDC.

3.3 ON-SITE ASSISTANCE. At SCPDC's discretion, SCPDC can decide to provide Maintenance and Support at the Licensee Site. In such event Licensee will reimburse SCPDC for all related traveling expenses and costs for board and lodging.

3.4 CAUSES WHICH ARE NOT ATTRIBUTABLE TO SCPDC. Maintenance and Support will not include services requested as a result of, or with respect to causes which are not attributable to SCPDC Software. These services will be billed to Licensee at SCPDC's then-current rates. Causes which are not attributable to SCPDC include but are not limited to:

3.5.1 Accident. Unusual physical, electrical or electromagnetic stress; neglect; misuse; failure or fluctuation of electric power, air conditioning or humidity control; failure of rotation media not furnished by SCPDC; excessive heating; fire and smoke damage; operation of the Software with other media and hardware, software or telecommunication interfaces not meeting or not maintained in accordance with the manufacturer's specifications; or causes other than ordinary use;

3.5.2 Improper use of the Software that deviates from any operating procedures established by SCPDC in the applicable Documentation;

3.5.3 Modification, alteration or addition or attempted modification, alteration or addition of the Software undertaken by persons other than SCPDC or SCPDC's authorized representatives;

3.5.4 Software programs made by Licensee or other parties.

4. RESPONSIBILITIES OF LICENSEE. SCPDC's provision of Maintenance and Support to Licensee is subject to the following:

4.1 Licensee shall provide SCPDC with access to Licensee's personnel and Equipment during normal business hours. This access must include the ability to dial-in to the Equipment on which the Software is operating and to obtain the level of access necessary to support the Software.

4.2 Licensee shall provide supervision, control and management of the Use of the Software. In addition, Licensee shall implement procedures for the protection of information and the implementation of backup facilities in the event of errors or malfunction of the Software or Equipment.

4.3 Licensee shall document and promptly report all errors or malfunctions of the Software to SCPDC. Licensee shall take all steps necessary to carry out procedures for the rectification of errors or malfunctions within a reasonable time after such procedures have been received from SCPDC.

4.4 Licensee shall maintain a current backup copy of all records and transactions using the SCPDC Software.

4.5 Licensee shall properly train its personnel in the Use and application of the Software and the Equipment on which it is used.

5. MAINTENANCE FEE. For Jurisdiction the maintenance fees are waived and the license fees cover all costs for maintenance and support for the terms of this Agreement.

6. ASSIGNMENT OF DUTIES. SCPDC may assign its duties of Maintenance and Support to a third party, provided that SCPDC will remain responsible for the actions of such third party. Any such assignment is subject to Licensee's consent, which consent shall not be unreasonably withheld or delayed.

7. Project Abandonment – Should SCPDC abandon development and support of My Permit Now system and can no longer fulfill its contractual obligations pursuant to this Agreement, the last stable source code release of My Permit Now Software will be licensed to Licensee under an open source license agreement such as for instance GNU. The specific open source license agreement would be chosen by SCPDC at such time.

8. Licensee data - SCPDC agrees to provide all hosted client data to the client electronically at any time in either the existing database format or CSV format by request. Upon Licensee request, these transfers can be automated to take place on a regular schedule. SCPDC will not be held liable if technical issues disrupt the automatic scheduling of a data transfer. SCPDC will take all reasonable care to safeguard and protect the Licensee's data. Licensee expressly agrees to maintain on its site and under its care a current copy of Licensee's permitting data.

9. Role of Agent – The Agent has no obligations or liabilities to the Licensee implied or written in the interlocal contract. The agent's responsibilities and obligations are to SCPDC only and defined specifically in a separate agreement between SCPDC and the AGENT, hereinafter referred to as "CAPCOG". This agreement does provide additional services to the licensee which may include but not limited to onsite representation, support issue mediation and marketing material distribution.

Accepted:

CITY OF Taylor, TEXAS

Isaac D. Turner

By: Isaac Turner, City Manager

Date: 11/10/15

Rocio Lopez

Witness Executive Assistant

Date: 11/10/15

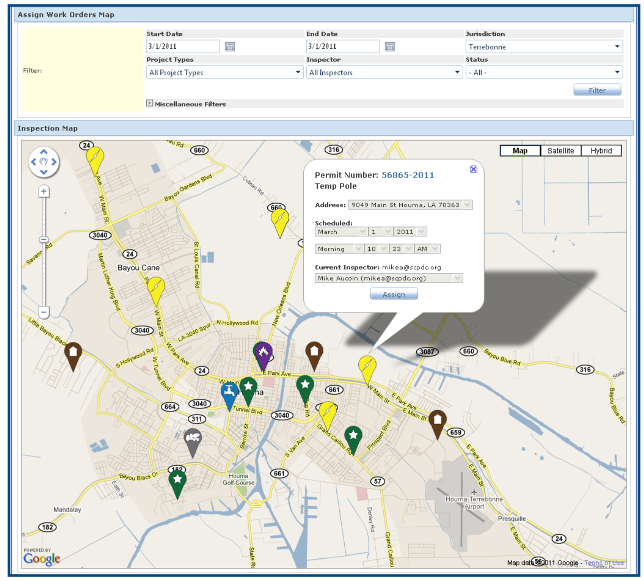
South Central Planning and Development Commission,
Through its agent, CAPCOG

By: Betty Voights, Executive Director

Date: 11/30/15

Toll Free 1-866-95PERMIT
support@mypermitnow.org

Why Choose MyPermitNow?



1. **Apply for Permits Online** – Our fully featured customer portal allows home owners or contractors to manage all aspects of their permits 24 hours a day.

2. **Mobile Field Inspections** – Your inspectors submit their inspection report directly from the job site. It even works without remote internet access.

3. **Digital Plan Review** – Go green with our completely paperless plan review process to track all revisions. Allow multiple users and departments to review documents simultaneously.

4. **Automatic Phone Alerts** – Our system automatically calls phone numbers provided by the customer and reads their inspection results in a human voice.

5. **Customized Reports** – Charts, Graphs, Spreadsheets and more! We create your custom reports at any time without any additional cost.

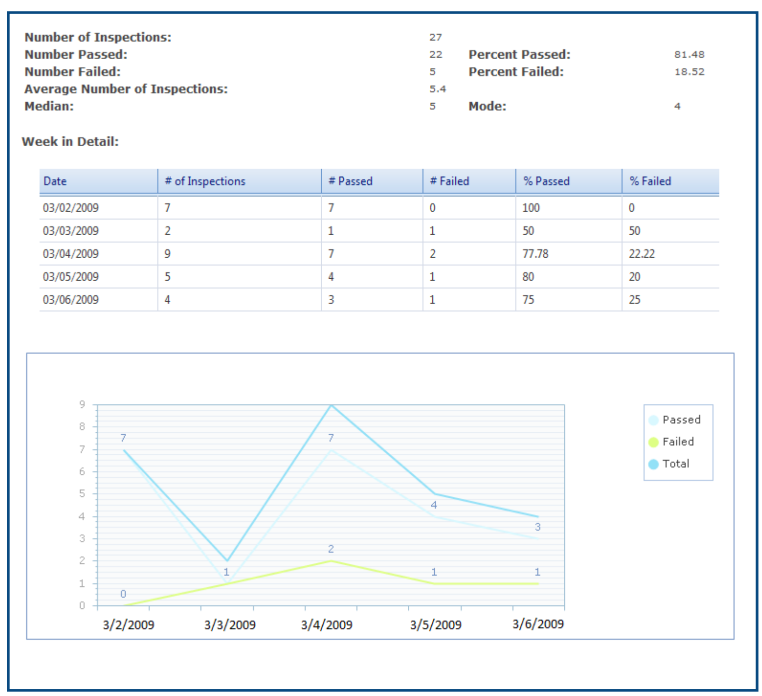
6. **Unlimited Support for Constituents & Jurisdictions** – Our toll free support number is available for all jurisdictional staff and customer portal users. Our friendly, local support staff is eager to help you make the most of the software. No problem is too small to contact the support staff.

All of this and more with ZERO up-front costs and setup fees.

One low, monthly fee, based on your annual permit volume, covers every permitting software need your Jurisdiction will have.

Our unique fee is only a couple of dollars per permit. Most jurisdiction partners implement a small, per-permit technology fee and never have to worry about software funding again!

MyPermitNow was created by government agencies for government agencies. No one understands your needs better than the people who do what you do.



Number of Inspections:	27		
Number Passed:	22	Percent Passed:	81.48
Number Failed:	5	Percent Failed:	18.52
Average Number of Inspections:	5.4		
Median:	5	Mode:	4

Week in Detail:

Date	# of Inspections	# Passed	# Failed	% Passed	% Failed
03/02/2009	7	7	0	100	0
03/03/2009	2	1	1	50	50
03/04/2009	9	7	2	77.78	22.22
03/05/2009	5	4	1	80	20
03/06/2009	4	3	1	75	25

Will you partner with us?

Common Jurisdiction Questions about MyPermitNow

We are a small Jurisdiction with one staff member, and we do less than 30 permits a year. How can we afford a software permit system?

Our smallest package is only $50 a month. The package allows 100 permits a year with all the features and functionality exactly as through you selected the 20,000 permit package.

We are a large jurisdiction issuing more than 15,000 permits a year. Is your system robust enough for us?

Absolutely, we handle jurisdictions of all sizes utilizing fully redundant hardware and software in a SAS 70 certified data center.

With your system will I have to see cluttered permit fields from other jurisdictions?

Your permit entry pages are fully customizable. You will only see your jurisdictions data and entry fields. We even provide further customization for each user, as they may drag and drop information boxes to reposition them to best suit their work flow.

We have an Access database system that works well for our needs, why should we switch?

If your in-house permit program suits your needs and is properly supported, the value of switching to a more robust system may not be apparent. However, more and more people of all ages are shopping, banking, networking, and doing many other daily tasks online. They expect and want to do even more tasks online including applying for and managing their permits. MPN's online customer portal and automated phone and e-mail notifications meets your constituents expectations of their local jurisdiction. Our phone and e-mail alerts provide immediate feedback to contractors, accelerating construction and saving everyone time and money. As a jurisdiction you'll also benefit by sharing permitting knowledge with other permit offices and dedicated IT support.

Will your services benefit our local Home Builders Association and win their support?

Yes! Presentations to the local Home Builders Associations (HBA) in Baton Rouge (Louisiana's capital) and St. Tammany Parish (the fastest growing parish in Louisiana) have been overwhelmingly positive. In both cases the HBA supported a technology fee to help fund their jurisdictions' implementation of MPN and the customer portal features.

Our IT department is concerned about the permit database. Where is our data stored?

At any point in time, your data is stored over four different geographic locations to safeguard against data loss. MyPermitNow can nightly replicate the database and your data to your local network through an FTP account provided by your IT department. By electing to do this, the database will remain in your IT departments possession at all times.

Does your software integrate with GIS?

Yes! We actively support ESRI products and have our own GIS department. MPN has many built-in GIS features that use free, publicly available mapping services.

Are you really a government agency?

Yes. We are a government agency defined as a regional planning district. Similar organizations are also known as an Economic Development Districts, Planning Development Districts, or Continuity of Government (COGS). An EDD is any region in the United States designated by EDA as an Economic Development District under §304.1 Our district (District 3) was established in 1973 and created by law in 1978 under Louisiana State Act 472.

City Council Meeting
December 10, 2015
Agenda Item Transmittal

Agenda Item #: **10**

Agenda Title: Receive update on Downtown Master Plan.

Council Action to be taken: For information only. No action is required.

Initiating Department: City Management

Staff Contact: Isaac D. Turner, City Manager

1. INTRODUCTION/PURPOSE

The purpose of this item is to discuss the proposed projects for Phase 1 implementation as recommended in the 2015 Downtown Master Plan.

2. DESCRIPTION/ JUSTIFICATION

The Downtown Master Plan was approved in April 2015 and subsequently won the 2015 Texas Chapter of the American Planning Association's Project Planning Award in recognition for exemplary planning. To fulfill the entire vision of the plan, the implementation timeline for the various measures ranges from short-term to long-term strategies.

Staff has narrowed the following list of projects that coincide with projected available funding to begin taking steps to enhance the Downtown area:

1.) Gateway Features
2.) Parking Strategy
3.) Downtown Wayfinding & Signage
4.) Heritage Square Improvements

The attachment provides the complete matrix created by Design Workshop as approved in the Downtown Plan. Also attached in the culled matrix identifying the four areas as listed above.

Along with creating this first phase matrix, staff met with four (4) design firms (Komatsu Architecture, Bury, Inc., SEC Planning, LLC., and H.R. Gray) to begin the process of selecting a partner that will assist staff in developing the design plans and costs for construction. While the Downtown Plan includes the desired aesthetics, this stage requires designing constructions plans to bring the chosen items to fruition.

Staff considered the firm's background with downtown master plans, proven experience in cost estimating construction projects, and internal expertise and less potential subcontracting during the short timeframe. With that, staff also took into account which firm was able to quickly appreciate the scope of the project, uniqueness of the City of Taylor, and could work within the cost parameters and short timeline. Their feedback during these one-on-one meetings was instrumental and SEC Planning, LLC established themselves as staff's preferred design team.

We anticipate the final design and programming of Heritage Park and creating corridor standards to require more input from the community including the appropriate boards and commissions.

3. FINANCIAL/BUDGET

The Tax Increment Financing (TIF) has been identified as the source funding for $650,000 as well as $1.2 million in Downtown Street Funds coming from bond monies for implementation of Phase 1 projects.

4. TIMELINE CONSIDERATIONS

Staff anticipates the chosen matrix items will be complete in 2016.

5. RECOMMENDATION

Discussion and direction on the matrix to develop the final list of goals that will be attained in 2016.

6. REFERENCE FILES

10a. Downtown Master Plan Matrix
10b. First Phase Implementation Matrix

Implementation Matrix

$	0 - 50,000 dollars
$$	50,000 - 250,000 dollars
$$$	250,000 - 1,000,000 dollars
$$$$	1,000,000+ dollars

PROJECT RECOMMENDATIONS	TIMELINE (SHORT, MID, LONG)	COSTS	POSSIBLE IMPLEMENTATION AGENCY
Regional Framework			
Gateway Features			
R1: Confirm desired location for gateways.	Short	$	City of Taylor, Main Street, Citizens of Taylor
R2: Acquire land/agreements needed for gateway improvements	Mid	$	City of Taylor
R2: Allocate budget for each gateway and prioritize the order of installation.	Mid	$	City of Taylor
R3: Coordinate with TxDOT and Williamson County on corridors owned and maintained by applicable jurisdictions. Confirm approval and maintenance agreement.	Long	$	City of Taylor, TxDOT, Williamson County
R4: Hire a landscape architecture firm to create detailed design and construction drawings for the landscaping and signage.	Mid	$$	City of Taylor
R5. Hire a contractor to construct the gateway design.	Mid	$$$	City of Taylor, Main Street
R6. Ensure agency, department or organization is responsible for maintenance.	Long	$	City of Taylor
Gateway Corridor Standards			
R1: Improve relationships with business and land owners along the major gateway corridors and explain the importance of establishing gateway corridors.	Long	$	City of Taylor, Property Owners
R2: Partner with a landscape architecture/design consulting firm to create standards for the corridors that address design elements in both the private and public domain. Adopt design standards for major gateway corridors.	Short	$$	City of Taylor
R3: Develop a capital improvement budget for implementing streetscape and corridor improvements in the public realm.	Mid	$	City of Taylor
R4: Coordinate with the Texas Department of Transportation regarding the desire for corridor and streetscape improvements.	Long	$	City of Taylor Texas Department of Transportation
R5: Apply for various grants/funding resources to assist in implementing the gateway corridor improvements.	Short	$	City of Taylor
Hire a design firm to create detailed design and construction drawings for future corridor streetscapes.	Mid	$$	City of Taylor
R7: Hire a contractor to implement corridor streetscapes.	Mid	$$$$	City of Taylor
R8: Consider providing incentives to property and business owners who follow the standards when implementing improvements in the private realm.	Mid	$	City of Taylor TIF Main Street Program
Downtown Trail and Bike Connections			
R1: Incorporate bicycle and trail routes as part of the City Transportation Plan.	Short	$	City of Taylor, TxDOT
R2: Works with the Texas Department of Transportation, other agencies and property owners to establish a confirmed alignment for downtown trails.	Mid	$	City of Taylor, TxDOT, Property Owners
R3: Establish a capital improvement budget and phasing plan to complement the trail and bikeway connectivity plan.	Mid	$	City of Taylor
R4: Ensure that bike and trail improvements are a part of other applicable construction projects along corridors such as streetscape and utility improvements.	Mid	$	City of Taylor, TIF Board
R5: Apply for grants applicable to bicycle and trail improvements.	Short	$	City of Taylor
R6: Hire a design firm to create detailed design and construction drawings for bike and trail improvements.	Mid	$$	City of Taylor
R7: Hire a contractor to implement bike and trail improvements.	Mid	$$$	City of Taylor
CARTS Fixed Route			
R1: Investigate the possibility of transit service in Taylor.	Short	$	City of Taylor Capital Metro
R2:Conduct a resident survey to determine the interest of a public transit service in Taylor.	Short	$	City of Taylor

Implementation Matrix

$	0 - 50,000 dollars
$$	50,000 - 250,000 dollars
$$$	250,000 - 1,000,000 dollars
$$$$	1,000,000+ dollars

PROJECT RECOMMENDATIONS	TIMELINE (SHORT, MID, LONG)	COSTS	POSSIBLE IMPLEMENTATION AGENCY
R3: Write a letter of interest to Lyle Nelson, Chief of Staff, expressing interest in the possibility of a CARTS circulator or a fixed transit route in Taylor.	Short	$	City of Taylor
R4: Apply for TxDOT transit planning grant to refine transit route and stop locations.	Short	$	City of Taylor
Regional Transit Opportunities			
R1: Support Project Connect and LSRD to encourage commuter rail into downtown Taylor.	Short	$	City of Taylor, Capital Metro
R2: Partner with CARTS to expand bus route services through downtown Taylor.	Mid	$$	City of Taylor, CARTS
R3: Lead an effort to create a multi-modal hub near Porter Street and First Street, near the Amtrak station.	Long	$	City of Taylor, CARTS, Amtrak
R4: Work with Amtrak, the Williamson County tourism office and Capital Metro to promote downtown Taylor in marketing literature.	Short	$	"City of Taylor Amtrak Williamson County"
Downtown Framework			
Land Use Strategy			
R1: Explain the importance of establishing downtown design standards to landowners and businesses.	Short	$	City of Taylor, Main Street, Property Owners
R2: Partner with a design consulting firm to create standards for the corridors that address design elements in both the private and public domain. Use the Land Use Strategy as a guide for where standards vary based on character of development.	Mid	$$	City of Taylor
R3: Provide incentives for the placement and quality of parking, and allow lower required parking ratios in the downtown area. Emphasis should be placed on public on-street parking rather than off-street parking areas.	Mid	$$	City of Taylor
R4: Adopt design standards for downtown with an expedited review process for developments that comply with the design standards.	Mid	$	City of Taylor
Parking Strategy			
R1: Stripe streets to allow for on-street parking. Provide clear parking signage to communicate the availability of parking opportunities downtown.	Mid	$$	City of Taylor, TIF Board, TxDOT
R2: Hire a design consultant to create a parking signage package for downtown. Implement the signage package. Ensure that the signage package directs traffic to City Hall as a key public parking opportunity.	Mid	$$	City of Taylor
R3: Develop an agreement with Williamson County for their parking lot on Vance Street to be used after hours for public parking.	Mid	$	City of Taylor, Williamson County
R4: Develop a two-hour time limit for on-street parking along the following signature streets: Second Street, Third Street, Fourth Street and Main Street.	Mid	$	City of Taylor, TIF Board, TxDOT
R5: During the wayfinding and signage design process, work to ensure that key destinations (such as City Hall public parking, Heritage Square and the First Street Market Place near the Amtrak station) are listed. Walking distance times to each destination should be provided on each sign.	Short	$	City of Taylor, Amtrak
Downtown Wayfinding and Signage			
R1. Confirm agreements to install banners and signs on TxDOT rights of way.	Short	$	City of Taylor, TxDOT
R2. Hire a professional design firm to develop a comprehensive wayfinding and signage design package. Deliverable for this phase of the project would be a detailed manual of the signage and wayfinding system; which will include locations, dimensions, and materials in addition to designs and content.	Mid	$$	City of Taylor
R3. Coordinate signage efforts with overall streetscape improvements; agreements with Williamson County and other applicable improvements.	Mid	$$	Williamson County, City of Taylor, Union Pacific, Amtrak
R4. Coordinate with TxDOT as a partner in this effort, in order to ensure that the signage standards meet TxDOT requirements.	Mid	$	City of Taylor, TxDOT
R5. Design, fabricate and install signage throughout downtown.	Mid	$$	City of Taylor, Consultants
Signature Streetscape Opportunities			
Main Street			
R1: Plant drought tolerant street trees every 25 to 35 feet on center. Trees should be located between the curb and shade awnings. Large tree wells (80 square feet minimum) will help to ensure the survival of trees along Main Street. Provide electricity near trees for seasonality.	Long	$$	City of Taylor, TxDOT

Implementation Matrix

$	0 - 50,000 dollars
$$	50,000 - 250,000 dollars
$$$	250,000 - 1,000,000 dollars
$$$$	1,000,000+ dollars

PROJECT RECOMMENDATIONS	TIMELINE (SHORT, MID, LONG)	COSTS	POSSIBLE IMPLEMENTATION AGENCY
R2: Partner with property owners to implement shade awnings on buildings along Main Street. Shade awnings should be designed in ways that provide the maximum amount of shade to pedestrians. Awnings should be in keeping with the historic vernacular and architecture of downtown.	Long	$$	City of Taylor, TxDOT, Property Owners
R3: Encourage infill development that fits the historic building patterns and façade rhythms of adjacent buildings (see Land Use Strategy)	Long	$$$	City of Taylor, TxDOT, Property Owners
R4: Add lighting along Main Street to achieve appropriate footcandles necessary for pedestrian safety and visibility at night.	Mid	$$	City of Taylor, TxDOT
R5: Create a banner program to hang on lights along Main Street. To provide seasonal interest, change out banners four times per year.	Short	$	City of Taylor, TxDOT
R6: Reinstate holiday lights that span the width of Main Street.	Short	$	City of Taylor, TxDOT
R7: Provide street furniture, such as permanent benches, moveable tables and chairs for outdoor dining and bollards to accentuate social gathering spaces along Main Street.	Mid	$$	City of Taylor, TxDOT
R8: Install bulbouts at key intersections to help control parking and protect pedestrians at busy crossings.	Long	$$$	City of Taylor, TxDOT
R9: Install signage that communicates to residents and visitors a “historic walking tour”. the map would feature historic buildings, uses and events that have occurred on Main Street and that contribute to the heritage of the downtown.	Mid	$$	City of Taylor, TxDOT
R10: Coordinate with TxDOT to appropriately size Main Street. Current traffic counts indicate that the roadway could be reduced from four travel lanes to three (two travel lanes with a center turn lane).	Long	$	City of Taylor, TxDOT
R11: Encourage outdoor dining and retail activities that contribute to a vibrant downtown economy.	Mid	$	City of Taylor, Property owners
R12: Create a public art program that celebrates growing art museum and gallery activities downtown. Place art at key intersections. Seasonal art installations, or rotating art, are recommended.	Mid	$	City of Taylor
First Street			
R1: Partner with a consultant firm to redesign First Street (East) as a pedestrian, bicycle, and auto friendly shared “woonerf”.	Short	$	City of Taylor
R2: Utilize wood block pavers (historic to downtown Taylor) in pedestrian areas.	Mid	$$	City of Taylor
R3: Add lighting along First Street to achieve appropriate footcandles necessary for pedestrian safety and visibility at night.	Mid	$$	City of Taylor
R4: Create a banner program to hang on lights along First Street. To provide seasonal interest, change out banners two times per year.	Short	$	City of Taylor
R5: Partner with property owners to implement shade awnings on buildings along First Street. Shade awnings should be designed in ways that provide the maximum amount of shade to pedestrians. Awnings should be in keeping with the historic vernacular and architecture of downtown.	Long	$$	City of Taylor, Property Owners
R6: Install on-street parking along both sides of First Street. For detailed information on where angled and parallel parking should be located, please refer to “Parking Strategy” on page 36.	Short	$	City of Taylor
R7: Preserve existing woodblock pavers that are historic to Taylor where possible. Where preserving existing woodblocks is not possible, it is recommended that woodblock elements be integrated into designs for future streetscape and pedestrian realm improvements.	Mid	$$	City of Taylor
R8: Install signage that communicates to residents and visitors how to get to parking, the market area, the skate park, City Hall and Heritage Square.	Short	$	City of Taylor
R9: Plant drought tolerant street trees every 25 to 35 feet on center. Trees should be located between the curb and shade awnings. Large tree wells (80 square feet minimum) will help to ensure the survival of trees along First Street.	Mid	$$	City of Taylor
R10: Partner with community organizations and businesses to host market events on the eastern, “woonerf” portion of First Street.	Mid	$	City of Taylor
R11: Provide street furniture, such as permanent benches, moveable tables and chairs for outdoor dining and bollards to accentuate social gathering spaces along First Street. Trash receptacles should be provided near outdoor dining and seating areas, the skate park and the Amtrak station.	Mid	$$	City of Taylor
R12: Install bike racks at key destinations, such as the Amtrak station, the skate park and western First Street.	Mid	$	City of Taylor

Implementation Matrix

$	0 - 50,000 dollars
$$	50,000 - 250,000 dollars
$$$	250,000 - 1,000,000 dollars
$$$$	1,000,000+ dollars

PROJECT RECOMMENDATIONS	TIMELINE (SHORT, MID, LONG)	COSTS	POSSIBLE IMPLEMENTATION AGENCY
Talbot Street			
R1: Provide bike lanes along both sides of Talbot Street. Bike lanes should be emphasized with clear signage and pavement striping.	Mid	$	City of Taylor
R2: Plant drought tolerant street trees every 25 to 35 feet on center. Trees should be located between the curb and buildings in the public right of way. Large tree wells (80 square feet minimum) will help to ensure the survival of trees along Talbot Street.	Mid	$$	City of Taylor
R3: Add lighting along Talbot Street to achieve appropriate footcandles necessary for pedestrian safety and visibility at night.	Mid	$$	City of Taylor
R4: Install parallel on-street parking along both sides of Talbot Street. For detailed information on where angled and parallel parking should be located, please refer to "Parking Strategy" on page 36.	Short	$	City of Taylor
Second Street			
R1: Partner with property owners to implement shade awnings on buildings along Second Street. Shade awnings should be designed in ways that provide the maximum amount of shade to pedestrians. Awnings should be in keeping with the historic vernacular and architecture of downtown.	Long	$$	City of Taylor, Property Owners
R2: Add lighting along Second Street to achieve appropriate footcandles necessary for pedestrian safety and visibility at night.	Mid	$$	City of Taylor
R3: Plant drought tolerant street trees every 25 to 35 feet on center. Work with property owners to place street trees sensitively between building shade awnings. Trees should be located between the curb and shade awnings.	Mid	$$	City of Taylor, Property Owners
R4: Appropriately size Second Street. Current traffic counts indicate that the roadway could be reduced from four travel lanes to three (two travel lanes with a center turn lane).	Long	$$	City of Taylor
R5: Install signage that communicates to residents and visitors key destinations, parking, bicycle lane and transit connectivity opportunities.	Short	$	City of Taylor
R6: Encourage outdoor dining and retail activities that contribute to a vibrant downtown economy.	Mid	$	City of Taylor
Porter Street			
R1: Partner with property owners to implement shade awnings on buildings on Porter Street. Shade awnings should be designed in ways that provide the maximum amount of shade to pedestrians. Awnings should be in keeping with the historic vernacular and architecture of downtown.	Long	$$	City of Taylor, Property Owners
R2: Install on-street parking along both sides of Porter Street. For detailed information on where angled and parallel parking should be located, please refer to "Parking Strategy" on page 36.	Short	$	City of Taylor
R3: String permanent Tivoli decorative overhead lights across the right of way on Porter Street to create a festival ambiance and increase visibility for nighttime shopping and dining.	Short	$	City of Taylor
R4: Add lighting along Porter Street to achieve appropriate footcandles necessary for pedestrian safety and visibility at night.	Mid	$$	City of Taylor
R5: Provide street furniture, such as permanent benches, moveable tables and chairs for outdoor dining and bollards to accentuate social gathering spaces along Porter Street.	Mid	$$	City of Taylor, TxDOT
R5: Create a banner program to hang on lights along Porter Street. To provide seasonal interest, change out banners four times per year.	Short	$	City of Taylor, TxDOT
R8: Install signage that communicates to residents and visitors how to get to parking, the market area, the skate park, City Hall and Heritage Square.	Short	$	City of Taylor
First Street Market Plaza			
First Street Infill Development			
R1: Partner with local property owners to implement phase one of infill development. Phase one should feature a mix of commercial infill (such as a restaurant or nighttime entertainment venue), office or residential in a two-story structure of approximately 21,000 square feet in size.	Mid	$$$	City of Taylor, Property owners

Implementation Matrix

$	0 - 50,000 dollars
$$	50,000 - 250,000 dollars
$$$	250,000 - 1,000,000 dollars
$$$$	1,000,000+ dollars

PROJECT RECOMMENDATIONS	TIMELINE (SHORT, MID, LONG)	COSTS	POSSIBLE IMPLEMENTATION AGENCY
R2: Partner with local property owners to implement phase two of infill development. Phase one should feature a smaller, two-story office/retail mixed building of approximately 15,000 square feet.	Long	$$$	City of Taylor, Property owners
R3: Provide surface parking located to the rear of infill development so that curb cuts and interruptions to the pedestrian environment are minimized along First Street.	Long	$$	City of Taylor, Property owners
R4: Partner with property owners to implement shade awnings on buildings during redevelopment efforts. Shade awnings should be designed in ways that provide the maximum amount of shade to pedestrians. Awnings should be in keeping with the historic vernacular and architecture of downtown.	Long	$$	City of Taylor, Property owners
R5: Encourage outdoor dining and retail activities that contribute to a vibrant downtown economy.	Mid	$	City of Taylor, Property owners
R6: Add lighting along wing streets to achieve appropriate footcandles necessary for pedestrian safety and visibility at night.	Mid	$$	City of Taylor, Property owners
R7: Install signage that communicates to residents and visitors key destinations, parking, bicycle lane and transit connectivity opportunities.	Short	$	City of Taylor
Main Street Pedestrian Mall and "Wing" Street			
R1: Partner with property owners to promote multi-story, mixed use infill development with first floor commercial/retail and residential/office above.	Mid	$$$	City of Taylor
R2: Encourage outdoor dining and retail activities that contribute to a vibrant downtown economy.	Mid	$	City of Taylor, Property owners
R3: Partner with property owners to implement shade awnings on buildings along Second Street. Shade awnings should be designed in ways that provide the maximum amount of shade to pedestrians. Awnings should be in keeping with the historic vernacular and architecture of downtown.	Long	$$	City of Taylor, Property owners
R4: Add lighting along wing streets to achieve appropriate footcandles necessary for pedestrian safety and visibility at night.	Mid	$$	City of Taylor
R5: Install signage that communicates to residents and visitors key destinations, parking, bicycle lane and transit connectivity opportunities.	Short	$	City of Taylor
R6: Hire a consultant to design and build wing street improvements in keeping with the character of "Figure 30: First Street (East) "Woonerf" Concept" on page 49.	Mid	$$$	City of Taylor
Skate Park and Main Street Overpass			
R1: Work with Project Loop to permit and build a skate park under the overpass.	Mid	$$	City of Taylor, Project Loop, TxDOT
R2: Close the East Main Street railroad crossing to allow for a safe, skate park to be created under the overpass.	Long	$$	City of Taylor
R3: Coordinate efforts with Union Pacific to as part of creating a quiet zone (described in further detail in the following section).	Long	$$$	City of Taylor, Union Pacific
R4: After the closure of the eastern portion of Main Street at the railroad crossing, partner with a design consultant to build the following elements of the new skate park:	Long	$$	City of Taylor
R5: Utilize revenues earned from renting the kiosk space to a food/coffee vendor to offset the operations and maintenance costs of the skate park.	Long	$	City of Taylor, Food/beverage vendor
R6: Provide bike racks close to the First Street Market under the overpass to encourage arrival by biking or walking.	Mid	$	City of Taylor
R7: Add lighting under the overpass at First Street to achieve appropriate footcandles necessary for safety and visibility at night for the skate park, restrooms, dining and entertainment areas.	Mid	$$	City of Taylor
R8: Install signage that communicates to residents and visitors key destinations, parking, bicycle lane and transit connectivity opportunities.	Short	$	City of Taylor
Federal Railroad Quiet Zone			
R1: Contact Union Pacific at (512) 450-1730 to enter into discussions about quiet zones and crossing closures.	Short	$	City of Taylor, Union Pacific
R2: Begin discussions with the Federal Railroad Administration (FRA) and TxDOT to promote downtown quiet zone which may include reduced crossings and quiet zone safety improvements.	Long	$$	City of Taylor, Federal Railroad Administration, TxDOT

Implementation Matrix

$	0 - 50,000 dollars
$$	50,000 - 250,000 dollars
$$$	250,000 - 1,000,000 dollars
$$$$	1,000,000+ dollars

PROJECT RECOMMENDATIONS	TIMELINE (SHORT, MID, LONG)	COSTS	POSSIBLE IMPLEMENTATION AGENCY
R3: Hire an engineering consultant to design crossing upgrades that meet the requirements for the quiet zone.	Long	$$	City of Taylor
R4: Apply for grants to assist in the cost of safety improvements such as the Railway-Highway Crossing Hazard Elimination Grant. More information available at https://www.fra.dot.gov/Page/P0513	Short	$	City of Taylor
R5: Implement quiet zones as part of capital improvement.	Long	$$$	City of Taylor
Amtrak Improvements			
R1: Notify state Department of Transportation (DOT) of station improvement projects to better understand how it may fit into the state's transportation plan.	Short	$	City of Taylor, Department of Transportation, Amtrak, DOT
R2: Work with Amtrak Engineering and Stations Planning personnel, through the Amtrak Government Affairs representative (Todd Stennis, Regional Contact, governmentaffairsnol@amtrak.com), who can assess the feasibility of your project and provide guidance on platform length and height and Americans with Disabilities Act (ADA) matters.	Mid	$	"City of Taylor, Amtrak, Union Pacific"
R3: Direct the project architect to the Amtrak Standard Program and Planning Guidelines and Signage Guidelines at www.greatamericanstations.com	Short	$	City of Taylor, Amtrak
R4: Ensure station area improvement projects adhere to local building codes. Seek amendments if necessary.	Mid	$	City of Taylor, Amtrak
R5: Contact the Great American Stations Project and your state DOT for information about possible state and federal funding.	Short	$	City of Taylor, Amtrak, Union Pacific, DOT
R6: Work with the host railroad to determine how much liability insurance is needed since construction will take place near active tracks; be sure to factor the cost of a flagman into the project budget.	Mid	$	City of Taylor, Amtrak, Union Pacific
R7: Provide a small, plaza space (could be indoor or outdoor).	Long	$$$	City of Taylor, Amtrak
R8: Install improved pedestrian lighting at the station.	Long	$$	City of Taylor, Amtrak
R9: Plant trees for shade in and along parking areas and near the platform.	Long	$$	City of Taylor, Amtrak
R10: Provide furniture for additional seating opportunities and trash receptacles.	Mid	$$	City of Taylor, Amtrak
R11: Construct fencing along the First Street edge of the station area to help buffer and contain pedestrian and visitor activities from railroad and vehicular traffic.	Mid	$$	City of Taylor, Amtrak
R12: Provide a safe and level platform for loading and unloading from the train service.	Long	$$$	City of Taylor, Amtrak
Multimodal Hub			
R1: Contact the Department of Transportation's Federal Transit Administration (FTA) regrading Bus and Bus Facilities Livability Initiative Program Grants. The regional contact for Taylor is Robert C. Patrick, FTA Regional Administrator, Region 6-Ft. Worth, 819 Taylor Street, Room 8A36 Ft. Worth, TX 76102, Tel. 817 978-0550 (states served: Arkansas, Louisiana, Oklahoma, New Mexico and Texas). Proposals may be submitted to FTA electronically at buslivability@dot.gov or through the GRANTS.GOV APPLY function. Those who apply via e-mail at buslivability@dot.gov should receive a confirmation e-mail within two business days. For general program information, contact Kimberly Sledge, Office of Transit Programs, 3 (202) 366- 2053, e-mail: kimberly.sledge@dot.gov or Henrika Buchanan-Smith, (202)366-4020, e-mail: henrika.buchanan-smith@dot.gov.	Short	$	City of Taylor
R2: Partner with CARTS to provide service connections in the multimodal hub. Reach out to Lyle Nelson, Chief of Staff of Taylor's CARTS program.	Mid	$$	City of Taylor CARTS
R3: Partner with Amtrak and Lone Star Rail to complete improvements to the station area that promote the use of rail services.	Long	$$$	City of Taylor Amtrak Union Pacific
R4: Provide clearly signed and accessible park and ride areas for passenger pick up and drop of at the Amtrak station.	Mid	$$	City of Taylor Amtrak
R5: Improve pedestrian and bicycle facilities serving the multimodal and First Street Market area (see "Figure 30: First Street (East) "Woonerf" Concept" on page 49 and "Figure 29: First Street (East) Illustrative - Market Events" on page 48 for more detail.	Mid	$$	City of Taylor

Implementation Matrix

$	0 - 50,000 dollars
$$	50,000 - 250,000 dollars
$$$	250,000 - 1,000,000 dollars
$$$$	1,000,000+ dollars

PROJECT RECOMMENDATIONS	TIMELINE (SHORT, MID, LONG)	COSTS	POSSIBLE IMPLEMENTATION AGENCY
Heritage Square and City Hall Redevelopment			
Heritage Square Improvements			
R1: Identify available funding for Heritage Square improvements.	Mid	$	City of Taylor
R2: Apply for grants to assist in the planning and construction costs.	Mid	$$	Main Street Board, City of Taylor
R2: Hire a professional design firm to develop a detailed design package for Heritage Square. Deliverable for this phase of the project would be a detailed document; which will include locations, dimensions, and materials in addition to designs and content.	Mid	$$	City of Taylor, Consultants
R4: Host a visioning session or online survey for community residents and stakeholders to help identify historic plaques and artwork to be featured in the park.	Mid	$	City of Taylor
R5: Partner with a professional artist or non-profit to create the custom artwork and plaques desired by the community.	Mid	$	City of Taylor Community artists Non-profits
R6: Hire a professional design firm to develop an interpretive signage package that reflects the history of Taylor and Heritage Square Park.	Mid	$	City of Taylor Consultants
R6: Hire a contractor to oversee construction of improvements.	Long	$$$	City of Taylor
R7: Coordinate with local non-profits, Taylor Independent School District, Main Street business owners and other community organizations to host and coordinate events on the Square.	Long	$	City of Taylor, Main Street Business Owners, Non-Profits, Community Organizations
R8: Partner with a consultant to write an operations and maintenance plan and ensure the long-term management Heritage Square.	Long	$	City of Taylor.
R9: Establish pest management procedures as part of the operations and maintenance planning for Heritage Square Park.	Mid	$	City of Taylor Consultants
City Hall Redevelopment			
R1: Create feasibility study to determine the potential of the development and better understand the potential economic benefit of a long-term lease.	Mid	$$	City of Taylor
R2: Create a simple but clear set of descriptive design guidelines that communicate a vision for what the development should like and its purpose.	Mid	$	City of Taylor
R3: Create and release a media statement to local and regional news providers to spark interest in development the site. Ensure that the press release clearly communicates the proximity of the infill site to the signature Heritage Square Park improvements, Main Street retail and the proposed First Street Market and Porter Street festival district.	Mid	$	City of Taylor News providers
R4: Release a developer Request for Qualification (RFQ) with financial terms and design guidelines.	Mid		City of Taylor
R5: Select a developer and enter into a development agreement.	Long	$$	City of Taylor
R6: Partner with the developer to implement the construction of the site.	Long	$$$	City of Taylor

Implementation Matrix	
$	0 – 50,000
$$	50,000 – 250,000
$$$	250,000 – 1,000,000
$$$$	1,000,000 +

Project Recommendations	Timeline	Costs	Possible Implementation Agency
Regional Framework			
Gateway Features			
R1:Confirm desired location for gateways	6-9 Months	$	City of Taylor, Main Street, Citizens of Taylor
R2: Acquire land/agreements needed for gateway improvements	6-9 Months	$	City of Taylor
R2: Allocate budget for each gateway and prioritize the order of installation	6-9 Months	$	City of Taylor
R4: Hire a landscape architecture firm to create detailed design and construction drawings for the landscaping and signage	6-9 Months	$$	City of Taylor
R5: Hire a contractor to construct the gateway signage	6-9 Months	$$$	City of Taylor, Main Street
R6: Ensure agency, department or organization is responsible for maintenance	6-9 Months	$	City of Taylor
Downtown Framework			
Parking Strategy			
R2: Hire a design consultant to create a parking signage package for downtown. Implement the signage package. Ensure that the signage package directs traffic to City Hall as a key public parking opportunity	6-9 Months	$$	City of Taylor
R3:Develop an agreement with Williamson County for their parking lot on Vance Street to be used after hours for public parking	6-9 Months	$	City of Taylor, Williamson County
R4: During the wayfinding and signage design process, work to ensure that key destinations (such as City Hall public parking, Heritage Square and the First Street Market Place near the Amtrak station) are listed. Walking distance times to each destination should be provided on each sign	6-9 Months	$	City of Taylor, Amtrak
Downtown Wayfinding and Signage			
R1: Confirm agreements to install banners and signs on TxDOT rights of way	6-9 Months	$	City of Taylor, TIF Board, TxDOT
R2: Hire a professional design firm to develop a comprehensive wayfinding and signage design package. Deliverable for this phase of the project would be a detailed manual of the signage and wayfinding system; which will include locations, dimensions, and materials in addition to design and content	6-9 Months	$$	City of Taylor
R3: Coordinate signage efforts with overall streetscape improvements; agreements with Williamson County and other applicable improvements	6-9 Months	$$	Williamson County, City of Taylor, Union Pacific, Amtrak
R4: Coordinate with TxDOT as a partner in this effort, in order to ensure that the signage standards meet TxDOT requirements	6-9 Months	$	City of Taylor, TxDOT
R5: Design, fabricate and install signage throughout downtown	6-9 Months	$$	City of Taylor, Consultants

Signature Streetscape Opportunities			
Main Street			
R1: Explore landscaping opportunities via planters or hanging baskets	6-9 Months	$	City of Taylor, Consultants
R5: Create a banner program to hand on light along Main Street. To provide seasonal interest, change banners four times a year.	6-9 Months	$	City of Taylor Consultants
R7: In lieu of the permanent street furniture at this time, staff is looking into allowing downtown retailers and restaurants to utilize a portion of the sidewalk for moveable furniture via creating a downtown furniture program.	6-9 Months	$	City of Taylor, Consultants
R9: Partner with the Main Street Program and determine feasibility of utilizing the existing historic building pamphlet and incorporating that information into a “historic walking tour”.	6-9 Months	$	City of Taylor, Consultants, Main Street
R12: Determine feasibility and best practices for a public art program that celebrates the artists and history of Taylor.	6-9 Months	$	City of Taylor, Consultants, Main Street
Heritage Square Improvements			
R1: Hire a professional design firm to develop a detailed design package for Heritage Square. Deliverable for this phase of the project would be a detailed document; which will include locations, dimensions, and materials in addition to designs and content	6-9 Months	$$	City of Taylor, Consultants
R2: Hire a professional design firm to develop an interpretive signage package that reflects the history of Taylor and Heritage Square Park	6-9 Months	$	City of Taylor Consultants

City Council Meeting
December 10, 2015
Agenda Item Transmittal

Agenda Item #: **11**

Agenda Title: Consider proposed future agenda topics and any items for future discussion**.**

Council Action to be taken: Discuss possible future agenda items.

Initiating Department: City Council

Staff Contact: **Mayor**

1. INTRODUCTION/PURPOSE

Under this item, staff will be receiving input regarding future agenda items from you. This agenda item will be added as a routine matter on each of your upcoming agendas and will not be an action item unless specific items are listed for consideration. Staff will also be bringing potential agenda items before you at this time.

2. DESCRIPTION/ JUSTIFICATION

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

6. REFERENCE FILES

11a. Continuous list of items

Topics still to be addressed:

Gonzales:

- a city facilities assessment – Proposal requested from TASB

Ancira:

- requested joint meetings or workshop with the TEDC, THA- TEDC has requested to wait until a new President is hired; THA has been asked to provide a date.
- Discuss CARTS and AMTRAK project update – Pending – Work in progress.
- Corridor signage – In committee pending branding efforts. Branding company selected and branding about to be underway.
- Discuss Municipal water project funding options
- Funding options for sidewalk maintenance and repair:
- Grants update: list of 380 economic development agreements
- Update on hotel project
- Murphy Park safety issues

Green:

- Update on corridor signage: waiting for Main Street Board info
- Update on HT Fitness plans for expansion
- West End School update on RFQ process

Rydell:

- Developing historic preservation ordinances – In Progress – Main St Bd; Janetta McCoy
- More diversity for board volunteers (gathering info from other cities)
- Sidewalks maintenance and repair
- Downtown Master Plan Update (December 10)

Hill:

- Ordinance review

City Council Meeting
December 10, 2015
Agenda Item Transmittal

Agenda Item #: **12**

Agenda Title: Executive Session. (Acquisition of real property)

Council Action to be taken: Adjourn into Closed session.

Initiating Department: City Administration

Staff Contact: **Mayor**

1. INTRODUCTION/PURPOSE

2. DESCRIPTION/ JUSTIFICATION

The Taylor City Council will conduct a closed meeting under Section 551.072 of the Texas Government Code which allows such a closed meeting and which Rules conflict with the Texas Open Meetings Act.

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

6. REFERENCE FILES

12a. Executive Session form

TAYLOR CITY COUNCIL
CERTIFIED AGENDA - EXECUTIVE SESSION

1. OPEN MEETING ANNOUNCEMENT

The City of Taylor City Council convened in Open Session, declared a quorum on December 10, 2015 and has posted an Official Agenda indicating the possible need for an Executive Session. The Council will now adjourn into Executive Session pursuant to the Texas Open Meetings Act, Government Code Section:

[x]	551.071	To consult with its attorney regarding a matter in which the duty of the attorney to the City conflicts with the Open Meetings Act.
[x]	551.072	To conduct deliberations regarding the purchase, exchange, lease, or value of real property.
[ ]	551.074	Regarding personnel matters
[ ]	551.087	Regarding economic development negotiations and considering financial or other incentives to a business prospect that the City seeks to have locate in or near the City of Taylor.

Any action resulting from the Executive Session will be taken in Open Session immediately following the Executive Session.

2. BACK TO OPEN SESSION

The time is now __________ and we will reconvene into Open Session. No action or vote was taken on any matter discussed in Executive Session.

CERTIFICATION

As Mayor of the City of Taylor, I do hereby certify that this Agenda of an Executive Session of the City Council is a true and correct record of the proceedings.

WITNESS my hand this the 10th day of December, 2015.

____
Mayor

(Executive session Consolidated Form)

City Council Meeting
December 10, 2015
Agenda Item Transmittal

Agenda Item #: **13**

Agenda Title: Executive Session: Sect. 551.071, Consult with Attorney

Council Action to be taken: Consult with City Attorney

Initiating Department: City Administration

Staff Contact: Ted Hejl, City Attorney

1. INTRODUCTION/PURPOSE

This Executive Session is called to consult with City Attorney.

2. DESCRIPTION/ JUSTIFICATION

The Taylor City Council will conduct a closed 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.

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

6. REFERENCE FILES

12a. Executive Session form