

AGENDA

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

FEBRUARY 12, 2015, 6:00 P.M.

CALL TO ORDER AND DECLARE A QUORUM

INVOCATION

PLEDGE OF ALLEGIANCE

PROCLAMATION

1. Proclamation: February is Black History Month. (Mayor)

CITIZENS COMMUNICATION

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

CONSENT AGENDA

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

2. Approve minutes for January 8, 2015. (Susan Brock)
3. Approve Resolution R15-05 appointing the city manager to the Board of Directors of the Frame Switch Local Government Corporation. (Isaac Turner)
4. Consider approving a 380 Economic Development agreement with Sadya Capital LLC for hotel project. (Bob van Til)
5. Consider approving a 380 economic development agreement with Zeplin for infrastructure improvements for the hotel development. (Bob van Til)
6. Authorize City Manager to enter into agreement with the Williamson County Elections Division for election services for 2015. (Susan Brock)
7. Consider accepting public improvements for Phase 6 of the NorthPark, Summerfield Addition. (Bob vanTil)
8. Concur with preliminary financials for December 2014. (Rosemarie Dennis)

REGULAR AGENDA; REVIEW/DISCUSS AND CONSIDER ACTION

9. Receive Comprehensive Annual Financial Reports (CAFR) for the City. (Rosemarie Dennis)
10. Consider request from Taylor Lions Club to install Little Free Library kiosks at city parks. (Danny Thomas; Mike DeVito)
11. Discuss options for possible elections in 2015. (Isaac Turner)
12. Discuss and consider action regarding the TEDC borrowing up to \$3.5 million from Citizens National Bank and approving Resolution R15-1 and related documents authorizing the execution and delivery of the loan agreement and the expenditure of funds for the project. (Sean Stockard, President, TEDC)
13. Receive quarterly report from Greater Taylor Chamber of Commerce. (Stacy Stork)
14. Consider expanding the Animal Shelter. (Commander Dan Ramsey)
15. Consider approving solar power project by the BLADE program for the Bull Branch Park Pavilion. (Mike DeVito)
16. Consider approving revised Boards and Commissions Handbook. (Susan Brock)
17. Consider board appointments and reappointments. (Susan Brock)
18. Establish guidelines and policies for Budget preparation. (Rosemarie Dennis)
19. Consider proposed future agenda topics and items for discussion. (Mayor)

EXECUTIVE SESSION

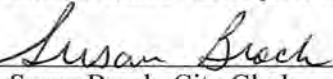
20. Executive Session I. The Taylor City Council will conduct a closed executive meeting pursuant to the provisions of the Open Meetings Law, Chapter 551, Texas Local Government Code, and the authority contained in Section 551.072 to discuss or deliberate regarding the purchase, exchange, lease, or value of real property.
- Project Access
21. 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 551.071 in order to consult with its Attorney about pending or contemplated litigation; or a settlement offer; or 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 conflicts with the Open Meetings Act.
- Legal issues and litigation associated with the Thrall and Noack water contracts.
22. Consider action from either Executive Session.

ADJOURN

The Council may vote and/or act upon each of the items listed in this Agenda. The Council reserves the right to retire into executive session concerning any of the 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). Items listed on this Agenda, whenever it is considered necessary and legally justified under the Open Meetings Act. I certify that the notice of meeting was posted in the Taylor City Hall Lobby before 6:00 pm on February 9, 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, City Clerk

Date

2/9/15



***City Council Meeting
February 12, 2015
Agenda Item Transmittal***

Agenda Item #: 1

Agenda Title: Proclamation: Recognizing February as Black History Month

Council Action to be taken: Mayor will Present Proclamation

Initiating Department: City Management

Staff Contact: Susan Brock, City Clerk

1. INTRODUCTION/PURPOSE

The purpose of this item is to recognize February as Black History Month.

2. DESCRIPTION/ JUSTIFICATION

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

6. REFERENCE FILES

1a. [Proclamation](#) for Black History Month

Proclamation

Black History Month

WHEREAS, since 1976, February has been designated as Black History Month to recognize the valuable contributions of African Americans throughout American history; and

WHEREAS, the local history of the City of Taylor is celebrated by the many different cultures and family traditions of all of its residents; and

WHEREAS, contributions made by African Americans have enriched the heritage of our City; and

WHEREAS, during Black History Month we recognize the common American ideals of freedom, equality and justice for everyone.

NOW, THEREFORE, on this 12th day of February, and on behalf of the City Council of the City of Taylor, I do hereby proclaim the month of February, 2015 as

Black History Month

Proclaimed this 12th day of February, 2015.

Jesse Ancira, Jr., Mayor



***City Council Meeting
February 12, 2015
Agenda Item Transmittal***

Agenda Item #: 2
Agenda Title: Approve minutes for January 8, 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

2a [Minutes, January 8, 2015.](#)

The City Council of the City of Taylor met on January 8, 2015, at City Hall, 400 Porter St., Taylor, Texas. Noting the absence of Council Member Don Hill, Mayor Jesse Ancira, Jr. declared a quorum and called the meeting to order at 6:00 p.m. with the following present:

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

Isaac Turner, City Manager
Ted Hejl, City Attorney
Susan Brock, City Clerk

INVOCATION

Mr. Danny Thomas led the group in prayer.

PLEDGE OF ALLEGIANCE

PROCLAMATION/RECOGNITION

1. PROCLAMATION: HONORING FRED SWITZER.

Mayor Ancira presented a proclamation recognizing Mr. Fred Switzer's retirement from 62 years in local radio broadcasting as the "Voice of Taylor".

2. PROCLAMATION: MARTIN LUTHER KING, JR. DAY, JANUARY 19, 2015.

Mayor Ancira presented a proclamation to those individuals responsible for the MLK Celebration planned in Taylor on Monday, January 19.

CITIZENS COMMUNICATION

Debbie and Joey Kenkel, 1706 Davis, requested police assistance in getting drivers to slow down on Davis Street, North of Lake Drive. Mr. Matthew Temple, 4402 Kings Canyon Drive, applauded the Taylor Police Department for the work they do and suggested that a Neighborhood Watch Program could be initiated to assist with the prevention of burglaries. Mr. Bo Brasfield, 3006 Davis, spoke on behalf of Mr. Chester Barber who wanted to express his appreciation to the Fire, Police, and Emergency Personnel who responded so quickly to a fire in his home.

CONSENT AGENDA

3. APPROVE MINUTES FOR DECEMBER 11, 2014.

4. APPROVE ORDINANCE 2014-21 REGARDING A REQUEST FROM BO BRASFIELD, REPRESENTING THE PROPERTY OWNER, EQUITY TRUST COL, CUSTODIAN PAUL MILSAP, IRA, TO REZONE PROPERTY FROM B-1 LOCAL BUSINESS TO B-2 GENERAL BUSINESS FOR PROPERTY LOCATED AT 1900 N. MAIN STREET, ALSO KNOWN AS AW0065 BAKER, WM. J. SURVEY, .575 ACRES, WILLIAMSON COUNTY.

ORDINANCE NO. 2014-21

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP ADOPTED BY ORDINANCE NO. 2001-17 BY THE CITY OF TAYLOR, TEXAS ON APRIL 24, 2001 AS HERETOFORE AMENDED, BY CHANGING THE CLASSIFICATION OF PROPERTY DESCRIBED AS AW0065 BAKER, WM. J. SUR., ACRES .575, LOCATED AT 1900 N. MAIN STREET,

SITUATED IN WILLIAMSON COUNTY, FROM LOCAL BUSINESS (B-1)
TO GENERAL BUSINESS (B-2) DISTRICT.

5. CONSIDER RENEWING THE 380 ECONOMIC DEVELOPMENT AGREEMENT WITH G(PIES), INC.
6. CONCUR WITH PRELIMINARY FINANCIALS FOR NOVEMBER 2014.
Mayor Pro Tem Gonzales moved to approve the consent agenda as presented and Council Member Green seconded the motion. VOTE: Four voted AYE. Motion passed.

REGULAR AGENDA: REVIEW/DISCUSS AND CONSIDER ACTION

7. RECEIVE FINAL REPORT FROM THE STREET RECONSTRUCTION AND MAINTENANCE COMMITTEE.
Mr. Thomas introduced Mr. Ed Komandosky, Chair of the committee, who presented highlights from the final report produced by the Street Committee. Mayor Pro Tem Gonzales requested a discussion of financing options for streets be added to the Strategic Plan session.

Council Member Green moved to accept the report as presented and Council Member Rydell seconded the motion. VOTE: Four voted AYE. Motion passed.
8. CONSIDER CONTRACT EXTENSION, A RATE INCREASE, AND A RECYCLING PROGRAM WITH PROGRESSIVE WASTE SOLUTIONS.
Council considered this item at two previous meetings and requested more time to review recycling options and comparative pricing on services. Mr. Turner made a recommendation to approve the contract tonight with the option to consider rebidding these services at a future date. Staff verified that the current contract term expires in February 2016 and the request before them was to extend that contract term through January 2017.

Council Member Rydell moved to approve the rate increase of 1% without recycling and Council Member Green seconded the motion. VOTE: Four voted AYE. Motion passed. It was noted that the request to extend the contract for one additional year failed for a lack of motion. Mayor Ancira requested that staff continue to work on the details of the contract and council will continue the discussion at the Strategic Plan session.
9. CONSIDER APPROVING AN AGREEMENT FOR AN ENGINEERING STUDY OF THE WEST END SCHOOL BUILDING.
Mr. Bob vanTil, Director of Development Services, presented an overview of the recent activities regarding the future of the West End School Building located on 4th Street. Council Member Green presented the possibility of an option to consider working with a local developer who may be interested in repurposing the structure into housing while Mayor Pro Tem Gonzales expressed his preference to remove the structure and convert the property to parkland.

Council Member Rydell moved to approve the agreement with Sparks Engineering not to exceed \$3200 and Council Member Green seconded the motion. VOTE: Three voted AYE; one vote NO (Mayor Pro Tem Gonzales). Motion passed.

10. CONSIDER APPROVING RESOLUTION R15-2 AND THE FINANCING OF THE CAPITAL PURCHASE/LEASE EQUIPMENT FOR FIRE APPARATUS .

Ms. Rosemarie Dennis, Director of Finance, presented a request from the Fire Department to approve a resolution that would authorize the city to enter into a lease agreement with the Community Leasing Partners group to acquire new equipment. The equipment under consideration is to replace the 1999 Quint with a custom-built 2015 Pierce UC 105 Aerial device with a two-year warranty at a cost of \$1,030,100.

Mayor Pro Tem Gonzales moved to approve Resolution R15-2 as presented and the financing agreement with Community Leasing Partners for fire apparatus with additional clarification of the type of equipment. Council Member Green seconded the motion. VOTE: Four voted AYE. Motion passed.

11. CONTINUE DISCUSSION REGARDING CURRENT FIRE SUPPRESSION SYSTEM REGULATIONS.

Chief Pat Ekiss, Fire Department, presented an overview of current regulations regarding fire suppression systems. Ms. Cindy Giedraitis with the National Fire Sprinkler Association spoke on the importance of these regulations that help save lives and property. Mr. Albert Janeka, 301 CR 404, expressed his concern that these types of regulations may discourage future development in the city limits. Mayor Ancira asked staff to continue to seek options and to work with and educate the public to make these regulations more acceptable. No action or vote was taken on this item.

12. CONSIDER APPROVING RESOLUTION R15-03 CALLING AN ELECTION ON MAY 9, 2015 FOR THE PURPOSE OF ELECTING ONE COUNCIL MEMBER FROM DISTRICT 2 AND ONE FROM DISTRICT 3.

Ms. Susan Brock, City Clerk, presented a request to approve a resolution calling an election for two council members whose terms expire in May, 2015. The May 9 election is for Districts 2 and 3 and candidates must live in the district in which they seek office. Applications will be accepted by the City Clerk from January 28 through February 27.

Council Member Green moved to approve the resolution as presented and Mayor Ancira seconded the motion. VOTE: Four voted AYE. Motion passed.

13. DISCUSS AND CONSIDER SETTING CALENDAR FOR FISCAL YEAR 2015/2016 BUDGET PREPARATION.

Ms. Dennis presented a proposed calendar for the budget preparation process for the 2015/2016 fiscal year. The process is scheduled to begin earlier than last year in order to allow council more time to review the information.

Council Member Green moved to approve the Budget calendar as amended (Strategic Plan workshop dates were changed to February 18 and 19) and Mayor Pro Tem Gonzales seconded the motion. VOTE: Four voted AYE. Motion passed.

14. DISCUSS STRATEGIC PLAN WORKSHOP PLANS.

Mr. Turner presented an update on the plan to hold a strategic planning session. He stated that two proposals were received and his preference was the plan submitted by Strategic Government Resources (SGR) to conduct the sessions on February 18 and 19 for a cost of \$6,000. Mayor Pro Tem Gonzales moved to approve the plan from SGR as presented and Council Member Rydell seconded the motion. VOTE: Four voted AYE. Motion passed.

15. CONSIDER PROPOSED FUTURE AGENDA TOPICS AND ITEMS FOR DISCUSSION.

Mayor Ancira asked council members for any items in need of further discussion. His own topics included a request for a presentation on the code enforcement process. Council Member Green asked for an update on way finder signs, the vacant building code, and the possibility of developing a painting code.

(Mayor Ancira and council members retired to closed session at 8:35 pm.)

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

- Project Titanium

17. CONSIDER ACTION FROM EXECUTIVE SESSION.

Mayor Ancira resumed the open meeting at 9:07 p.m. and stated that there was no action taken during Executive Session.

ADJOURN

With no further business, Mayor Ancira adjourned the meeting at 9:07 p.m.

Jesse Ancira, Jr., Mayor

ATTEST:

Susan Brock, City Clerk



City Council Meeting February 12, 2015 Agenda Item Transmittal

Agenda Item #: 3
Agenda Title: Approve Resolution R15-5 appointing members to the Board of Directors for the Frame Switch Local Government Corporation.

Council Action to be taken: Approve Resolution R15-5 by consent.

Initiating Department: City Management

Staff Contact: Isaac D. Turner, City Manager

1. INTRODUCTION/PURPOSE

For shared economic benefits, the City of Hutto and the City of Taylor created the Frame Switch Local Government Corporation by resolution on April 10, 2014. The initial directors appointed by the City of Taylor City Council included Sean Stockard, Jesse Ancira, Jr., and Jeff Straub. All terms expired on January 1, 2015. This is a request to reappoint Mr. Stockard, Mr. Ancira, and appoint Mr. Turner to replace Mr. Straub as a Director.

2. DESCRIPTION/ JUSTIFICATION

As specified in Article I of the Bylaws: "The Corporation" is organized for the purpose of aiding, assisting, and acting on behalf of "the Cities" in the performance of their governmental functions to promote the Cities, including the extraterritorial jurisdiction of the Cities in furtherance of the promotion, development, encouragement and maintenance of employment, commerce, economic development and public facility development in the Cities.

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

As detailed in Article II of the Bylaws for the Corporation, these are two year terms that will expire on September 30, 2017.

5. RECOMMENDATION

To reappoint Sean Stockard, Jesse Ancira, Jr., and to appoint Isaac Turner to the Frame Switch Local Government Corporation for terms that expire September 30, 2017.

6. REFERENCE FILES

- 3a. [Resolution R15-5](#)
- 3b. [Bylaws.](#)

RESOLUTION NO. R15-5

A RESOLUTION APPOINTING MEMBERS TO THE BOARD OF DIRECTORS FOR THE FRAME SWITCH LOCAL GOVERNMENT CORPORATION.

WHEREAS, the City of Hutto and the City of Taylor cooperated in the creation of the Frame Switch Local Government Corporation, a “LGC”, under the provisions of Subchapter D of Chapter 431 of the Texas transportation Code and Chapter 394 of the Texas Local Government Code; and

WHEREAS, the LGC was organized for the purpose of aiding, assisting, and acting on behalf of the Cities in the performance of their governmental functions to promote the common good and general welfare of the Cities, including the extraterritorial jurisdiction of the Cities, in furtherance of the promotion, development, encouragement and maintenance of employment, commerce, economic development and public facility development in the Cities; and

WHEREAS, as stated in Article II of the Bylaws for the Corporation, each initial Director shall serve for the term set forth in the Certificate of Formation, expiring on January 1, 2015 with subsequent Directors to be appointed by the City Councils of the Cities for a term of two years expiring on September 30 of each year.

NOW THEREFORE, be it resolved by the City Council of Taylor, Texas, that the City Council does hereby appoint Sean Stockard, Jesse Ancira, Jr., and Isaac Turner to serve on the Board of Directors of the Corporation, with these terms to expire on September 30, 2017.

Passed and approved this 12th day of February, 2015.

JESSE ANCIRA, JR.
Mayor, Taylor, Texas

ATTEST:

Susan Brock, City Clerk

(Seal)

RESOLUTION NO. R14-08

**A RESOLUTION APPROVING THE CERTIFICATE OF FORMATION
AND BY-LAWS FOR THE FRAME SWITCH LOCAL GOVERNMENT
CORPORATION.**

WHEREAS, the City is interested in promoting the common good and general welfare of the City, and its extraterritorial jurisdiction; and

WHEREAS, the City is interested in cooperating with its neighbor, the City of Hutto, Texas; and

WHEREAS, the City desires to cooperate with the City of Taylor in the formation of a Local Government Corporation the "LGC"), under the provisions of Subchapter D of Chapter 431 of the Texas transportation Code and Chapter 394 of the Texas Local Government Code; and

WHEREAS, the LGC will be organized for the purpose of aiding, assisting, and acting on behalf of the Cities in the performance of their governmental functions to promote the common good and general welfare of the Cities, including the extraterritorial jurisdiction of the Cities, in furtherance of the promotion, development, encouragement and maintenance of employment, commerce, economic development and public facility development in the Cities; and

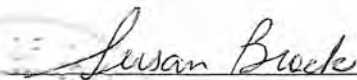
WHEREAS, the LGC shall only have the rights, powers, privileges, authority, and functions given by the general laws of the State of Texas to non-profit corporations incorporated under the Act including, without limitation, the powers granted under the Texas Non-Profit Corporation Act, Chapter 22, Business Organization Code.

NOW THEREFORE, be it resolved by the City Council of Taylor, Texas, that the Certificate of Formation and the By-laws for the Frame Switch Local Government Corporation, attached hereto as Exhibits A and B, are hereby approved.

Passed and approved this 10th day of April, 2014


JESSE ANCIRA, JR.
Mayor, Taylor, Texas

ATTEST:



Susan Brock, City Clerk

(Seal)

RESOLUTION NO. R-14-04-10-5A

WHEREAS, the City is interested in promoting the common good and general welfare of the City, and its extraterritorial jurisdiction; and

WHEREAS, the City is interested in cooperating with its neighbor, the City of Taylor, Texas; and

WHEREAS, the City desires to cooperate with the City of Taylor in the formation of a Local Government Corporation the "LGC"), under the provisions of Subchapter D of Chapter 431 of the Texas Transportation Code and Chapter 394 of the Texas Local Government Code; and

WHEREAS, the LGC will be organized for the purpose of aiding, assisting, and acting on behalf of the Cities in the performance of their governmental functions to promote the common good and general welfare of the Cities, including the extraterritorial jurisdiction of the Cities, in furtherance of the promotion, development, encouragement and maintenance of employment, commerce, economic development and public facility development in the Cities; and

WHEREAS, the LGC shall only have the rights, powers, privileges, authority, and functions given by the general laws of the State of Texas to non-profit corporations incorporated under the Act including, without limitation, the powers granted under the Texas Non-Profit Corporation Act, Chapter 22, Business Organization Code.

NOW THEREFORE, be it resolved by the City Council of Hutto, Texas, that the Certificate of Formation and the By-laws for the Frame Switch Local Government Corporation, attached hereto as Exhibits A and B, are hereby approved.

RESOLVED this 10th day of April, 2014.

CITY OF HUTTO, TEXAS


Debbie Holland, Mayor

ATTEST:


Christine Martinez, City Secretary

CERTIFICATE OF FORMATION
OF
FRAME SWITCH LOCAL GOVERNMENT CORPORATION

We, the undersigned natural persons, each of whom is at least eighteen (18) years of age or more, and a resident and a qualified voter of the City of Hutto, Texas or the City of Taylor, Texas (collectively, the "Cities") and a citizen of the State of Texas, acting as incorporators of a corporation under the provisions of Subchapter D of Chapter 431, Texas Transportation Code (the "Act"), and Chapter 394, Vernon's Texas Codes Annotated, Texas Local Government Code (the "Local Government Code"), do hereby adopt the following Certificate of Formation for such corporation:

ARTICLE I

The name of the corporation is FRAME SWITCH LOCAL GOVERNMENT CORPORATION (the "Corporation").

ARTICLE II

The Corporation is a public non-profit corporation.

ARTICLE III

The period of duration of the Corporation shall be perpetual.

ARTICLE IV

The Corporation is organized for the purpose of aiding, assisting, and acting on behalf of the Cities in the performance of their governmental functions to promote the common good and general welfare of the Cities, including the extraterritorial jurisdiction of the Cities in furtherance of the promotion, development, encouragement and maintenance of employment, commerce, economic development and public facility development in the Cities.

The Corporation is formed pursuant to the provisions of the Act as it now or may hereafter be amended, and Chapter 394, Texas Local Government Code, which authorizes the Corporation to assist and act on behalf of the Cities to accomplish any governmental purpose of the Cities and to engage in activities in the furtherance of the purposes for its creation.

The Corporation shall have and exercise all of the rights, powers, privileges, authority, and functions given by the general laws of the State of Texas to non-profit corporations incorporated under the Act including, without limitation, the powers granted under the Texas Non-Profit Corporation Act, Chapter 22, Business Organization Code.

The Corporation shall have all other powers of a like or different nature not prohibited by law that are available to non-profit corporations in Texas and which are necessary or useful to

- (1) not more than one honorarium is received from the same person in a calendar year;
- (2) not more than one honorarium is received for the same service; and
- (3) the value of the honorarium does not exceed \$250 exclusive of reimbursement for travel, food, and lodging expenses incurred by the Director or officer in performance of the services;
- (d) a benefit consisting of food, lodging, transportation, or entertainment accepted as a guest if reported as may be required by law.

Section 4. *Bribery.* A Director or officer shall not intentionally or knowingly offer, confer or agree to confer on another, or solicit, accept, or agree to accept from another:

- (a) any benefit as consideration for the Director's or officer's decision, opinion, recommendation, vote, or other exercise of discretion as a Director or officer;
- (b) any benefit as consideration for the Director or officer's decision, vote, recommendation, or other exercise of official discretion in a judicial or administrative proceeding; or
- (c) any benefit as consideration for a violation of duty imposed by law on the Director or officer.

Section 5. *Nepotism.* No Director or officer shall appoint, or vote for, or confirm the appointment to any office, position, clerkship, employment or duty, of any person related within the second degree by affinity or within the third degree of consanguinity to the Director or officer so appointing, voting or confirming, or to any other Director or officer. This provision shall not prevent the appointment, voting for, or confirmation of any person who shall have been continuously employed in any such office, position, clerkship, employment or duty at least thirty (30) days prior to the appointment of the Director or officer so appointing or voting.

ARTICLE VII

AMENDMENTS

A proposal to alter, amend, or repeal these Bylaws shall be made by the affirmative vote of a majority of the full Board at any annual or regular meeting, or at any special meeting if notice of the proposed amendment be contained in the notice of said special meeting. Any proposed change or amendment to the Bylaws, however, must be approved by the City Council of the Cities to be effective.

enable the Corporation to perform the purposes for which it is created, including the power to issue bonds, notes or other obligations, and otherwise exercise its borrowing power to accomplish the purposes for which it was created.

The Corporation is created as a local government corporation pursuant to the Act and shall be a governmental unit within the meaning of Subdivision (2), Section 101.001, Texas Civil Practice and Remedies Code. The operations of the Corporation are governmental and not proprietary functions for purposes of the Texas Tort Claims Act, Section 101.001 et seq., Texas Civil Practice and Remedies Code. The Corporation shall have the power to acquire land in accordance with the Act as amended from time to time.

ARTICLE V

The Corporation shall have no members and shall have no stock.

ARTICLE VI

All powers of the Corporation shall be vested in a Board of Directors consisting of six (6) persons who shall be appointed by the City Councils of the Cities, with three members being appointed by each City Council. The initial board members, a majority of whom reside within the Cities, are identified in Article IX below and shall serve for the term expiring on the date set forth thereon. Subsequent board members shall be appointed by the City Councils of the Cities. A subsequent board member does not have to be a resident of the Cities provided however, that a majority of the board members must be residents of the Cities. Each subsequent board member shall serve for a term of two (2) years or until his or her successor is appointed by the City Councils of the Cities, unless such board member has been appointed to fill an unexpired term, in which case the term of such board member shall expire on the expiration date of the term of the board member who he or she was appointed to replace. Any board member may be removed from office at any time with or without cause, by the City Councils of the Cities.

All other matters pertaining to the internal affairs of the Corporation shall be governed by the Bylaws of the Corporation, so long as such Bylaws are not inconsistent with this Certificate of Formation or the laws of the State of Texas.

ARTICLE VII

The street address of the initial registered office of the Corporation is 401 West Front Street, Hutto, Texas, 78634 which is within the city limits of the City of Hutto, and the name of its initial registered agent at such address is Karen Daly.

ARTICLE VIII

The names and street addresses of the incorporators, each of whom resides within the Cities, are:

NAME

ADDRESS

Jeff Straub
Karen Daly
Debbie Holland

905 Yosemite Trail, Taylor, Texas 76574
302 N. FM 1660, Hutto, Texas, 78634
104 Hutto Street, Hutto, Texas 78634

ARTICLE IX

The Corporation shall be governed by a board of directors consisting of six (6) directors. The names and street addresses of the initial directors, a majority of whom reside within the Cities, are:

NAME

ADDRESS

Karen Daly
Ronnie Quintanilla-Perez
Debbie Holland
Sean Stockard
Jesse Ancira
Jeff Straub

302 N. FM 1660, Hutto, Texas, 78634
114 Lone Star Blvd., Hutto, Texas 78634
104 Hutto Street, Hutto, Texas 78634
2405 Northlawn Dr., Taylor, Texas 76574
2603 Donna Drive, Taylor, Texas 76574
905 Yosemite Trail, Taylor, Texas 76574

The initial directors shall serve a term that expires January 1, 2015, and shall hold office for the term for which the initial director was appointed and until the director's successor is elected or appointed and has qualified.

ARTICLE X

A resolution approving the form of this Certificate of Formation has been adopted by the City Councils of the Cities on April 10, 2014.

ARTICLE XI

No director shall be liable to the Corporation for monetary damages for an act or omission in the director's capacities as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) for any transaction from which the director received an improper benefit, whether the benefit resulted from an act taken within the scope of the director's office, or (iv) for acts or omissions for which the liability of a director is expressly provided by statute. Any repeal or amendment of this Article by the directors shall be prospective only, and shall not adversely affect any limitation on the personal liability of a director existing at the time of such repeal or amendment. In addition to the circumstances in which a director is not personally liable as set forth in the preceding sentences, a director shall not be liable to the fullest extent permitted by any amendment to the Texas statutes hereafter enacted that further limits the liability of a director.

Sworn to and subscribed before me, on this day personally appeared Jeff Straub, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 11 day of April, 2014



Christine R. Martinez
Notary Public

Sworn to and subscribed before me, on this day personally appeared Karen Daly, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 11 day of April, 2014.



Christine R. Martinez
Notary Public

Sworn to and subscribed before me, on this day personally appeared Debbie Holland, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 11 day of April, 2014.



Christine R. Martinez
Notary Public

EXHIBIT "B"

**BYLAWS
OF
FRAME SWITCH LOCAL GOVERNMENT CORPORATION**

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**BYLAWS
OF
FRAME SWITCH LOCAL GOVERNMENT
CORPORATION ARTICLE I
PURPOSES**

Frame Switch Local Government Corporation (the "Corporation") is organized for the purpose of aiding, assisting, and acting on behalf of the Cities of Hutto, Texas and Taylor, Texas (the "Cities") in the performance of its governmental functions to promote the Cities, including the extraterritorial jurisdiction of the Cities, in furtherance of the promotion, development, encouragement and maintenance of employment, commerce, economic development and public facility development in the Cities.

The Corporation is formed pursuant to the provisions of Subchapter D, Chapter 431, Texas Transportation Code (the "Act") as it now or may hereafter be amended, which authorizes the Corporation to assist and act on behalf of the Cities to accomplish any governmental purpose of the Cities and to engage in activities in the furtherance of the purposes for its creation.

The Corporation shall have and exercise all of the rights, powers, privileges, authority, and functions given by the general laws of the State of Texas to non-profit corporations incorporated under the Act including, without limitation, the Texas Non-Profit Corporation Act, Chapter 22, Business and Commerce Code.

The Corporation shall have all other powers of a like or different nature not prohibited by law which are available to non-profit corporations in Texas and which are necessary or useful to enable the Corporation to perform the purposes for which it is created, including the power to issue bonds, notes or other obligations, and otherwise exercise its borrowing power to accomplish the purposes for which it was created.

The Corporation is created as a local governmental corporation pursuant to the Act and shall be a governmental unit within the meaning of Subdivision (2), Section 101.001, Texas Civil Practice and Remedies Code. The operations of the Corporation are governmental and not proprietary functions for purposes of the Texas Tort Claims Act, Section 101.001 et seq., Texas Civil Practice and Remedies Code. The Corporation shall have the power to acquire land in accordance with the Act as amended from time to time.

**ARTICLE II
BOARD OF DIRECTORS**

Section 1. *Appointment, Powers, Number, and Term of Office.* All powers of the Corporation shall be vested in the Board of Directors (the "Board"). The Board shall initially consist of six (6) persons who shall be appointed by the City Councils of the Cities, as evidenced by

the approval of the Certificates of Formation by the City Councils. Each initial Director shall serve for the term expiring on the date set forth in the Certificate of Formation. Subsequent Directors shall be appointed by the City Councils of the Cities. Each subsequent Director shall serve for a term of two years, expiring on September 30 of each year. Directors may be appointed to succeed themselves. No Director may serve longer than six (6) years consecutively, unless such service is required to complete an unexpired term. A Director does not have to be a resident of the Cities provided, however, that a majority of the Board must be residents of the Cities. Each Director, including the initial Directors, shall be eligible for reappointment. Each Director shall serve until a successor is appointed. Any Director may be removed from office at any time, with or without cause, by the City Council of the Cities.

Section 2. *Meetings of Directors.* The Directors may hold their meetings and may have an office and keep the books of the Corporation at the Hutto City Hall, or such other place or places within the Cities as the Board may from time to time determine; provided, however, in the absence of any such determination, the Hutto City Hall shall be the registered office of the Corporation in the State of Texas.

The Board shall meet in accordance with and file notice of each meeting of the Board for the same length of time and in the same manner and location as is required of a Cities under Chapter 551, Government Code (the "Open Meetings Act").

The Corporation, the Board, and any committee of the Board exercising the powers of the Board are subject to Chapter 552, Government Code (the "Open Records Act").

Section 3. *Annual Meetings.* The annual meeting of the Board shall be held at the time and at the location in the Cities designated by the resolution of the Board for the purposes of transacting such business as may be brought before the meeting.

Section 4. *Regular Meetings.* Regular meetings of the Board shall be held at such times and places as shall be designated, from time to time, by resolution of the Board.

Section 5. *Special and Emergency Meetings.* Special and emergency meetings of the Board shall be held whenever called by the President of the Board or by a majority of the Directors who are serving duly appointed terms of office at the time the meeting is called.

The Secretary shall give notice of each special meeting in person, by telephone, electronic transmission (e.g., facsimile transmission or electronic mail) or mail at least three (3) days before the meeting to each Director. Notice of each emergency meeting shall also be given in the manner required of the Cities under the Open Meetings Act. Unless otherwise indicated in the notice thereof, any and all matters pertaining to the purposes of the Corporation may be considered and acted upon at a special or emergency meeting.

Section 6. *Quorum.* A majority of the Board shall constitute a quorum for the consideration of matters pertaining to the purposes of the Corporation. If at any meeting of the Board there is less than a quorum present, a majority of those present may adjourn the meeting from time to time. The act of a majority of the Directors present and voting at a meeting at which a quorum is in attendance shall constitute the act of the Board, unless the act of a greater number is required by law, by the Articles of Incorporation, or by these Bylaws.

A Director who is present at a meeting of the Board at which any corporate action is taken shall be presumed to have assented to such action, unless his or her dissent shall be entered in the

minutes of the meeting or unless he or she shall file a written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of the action.

Section 7. *Conduct of Business.* At the meetings of the Board, matters pertaining to the purposes of the Corporation shall be considered in such order as from time to time the Board may determine.

At all meetings of the Board, the President shall preside, and in the absence of the President, the Vice President shall preside. In the absence of the President and the Vice President, an acting presiding officer shall be chosen by the Board from among the Directors present.

The Secretary of the Corporation shall act as secretary of all meetings of the Board, but in the absence of the Secretary, the presiding officer may appoint any person to act as secretary of the meeting.

Section 8. *Executive Committee, Other Committees.* The Board may, by resolution passed by a majority of the Directors, designate three (3) or more Directors to constitute an executive committee or other type of committee. To the extent provided in the authorizing resolution, a committee shall have and may exercise all of the authority of the Board in the management of the Corporation, except where action of the Board is specified by statute. A committee shall act in the manner provided in the authorizing resolution. Each committee so designated shall keep regular minutes of the transactions of its meetings and shall cause such minutes to be recorded in books kept for that purpose in the office of the Corporation, and shall report the same to the Board from time to time. Committees authorized to exercise the powers of the Board shall give notice of any meeting in the manner required for a meeting of the Board.

Section 9. *Compensation of Directors.* Directors, as such, shall not receive any salary or compensation for their services as Directors; provided, that nothing contained herein shall be construed to preclude any Director from receiving compensation which is not excessive and which is at commercially reasonable rates for personal services (rendered in other than a "Director" capacities) which are reasonable and necessary in carrying out the Corporation's purposes.

Section 10. *Director's Reliance on Consultant Information.* A Director shall not be liable if while acting in good faith and with ordinary care, the Director relies on information, opinions, reports, or statements, including financial statements and other financial data, concerning the Corporation or another person, that were prepared or presented by:

- (a) one or more other officers or employees of the Corporation;
- (b) legal counsel, public accountants, or other persons as to matters the officer reasonably believes are within the person's professional or expert competence; or
- (c) a committee of the Board of which the Director is not a member.

ARTICLE III

OFFICERS

Section 1. *Titles and Term of Office.* The officers of the Corporation shall be the President, the Vice President, a secretary, a treasurer, and such other officers as the Cities Council may from time to time elect or appoint. One person may hold more than one office, except that one person shall not concurrently hold the offices of President and Secretary. The term of office for each officer shall be one (1) year with the term of office expiring on July 31 of each year. Officers may be re-elected.

Section 2. *Powers and Duties of the President.* The President shall be a member of the Board and shall preside at all meetings of the Board. The President shall be the principal executive officer of the Corporation and, subject to the Board, he or she shall be in general charge of the properties and affairs of the Corporation. In furtherance of the purposes of the Corporation and subject to the limitations contained in the Articles of Incorporation, the President or any Vice President may sign and execute all bonds, notes, deeds, conveyances, franchises, assignments, mortgages, notes, contracts and other obligations in the name of the Corporation. The President shall have such other duties as are assigned by the Board. The President may call special and emergency meetings of the Board.

Section 3. *Powers and Duties of the Vice President.* The Vice President shall be a member of the Board. The Vice President shall perform the duties and exercise the powers of the President upon the President's death, absence, disability, or resignation, or upon the President's inability to perform the duties of his or her office. Any action taken by the Vice President in the performance of the duties of the President shall be conclusive evidence of the absence or inability to act of the President at the time such action was taken. A Vice President shall have such other powers and duties as may be assigned to him or her by the Board or the President.

Section 4. *Treasurer.* The Treasurer shall have custody of all the funds and securities of the Corporation which come into his or her hands. When necessary or proper, he or she may endorse, on behalf of the Corporation, for collection, checks, notes and other obligations and shall deposit the same to the credit of the Corporation in such bank or banks or depositories as shall be designated in the manner prescribed by the Board; he or she may sign all receipts and vouchers for payments made to the Corporation, either alone or jointly with such other officer as is designated by the Board; whenever required by the Board, he or she shall render a statement of his or her cash account; he or she shall enter or cause to be entered regularly in the books of the Corporation to be kept by him or her for that purpose full and accurate accounts of all moneys received and paid out on account of the Corporation; he or she shall perform all acts incident to the position of Treasurer subject to the control of the Board; and he or she shall, if required by the Board, give such bond for the faithful discharge of his or her duties in such form as the Board may require. The Treasurer need not be a member of the Board.

Section 5. *Secretary.* The Secretary shall keep or cause to be kept the minutes of all meetings of the Board in books provided for that purpose; he or she shall attend to the giving and serving of all notices; in furtherance of the purposes of the Corporation and subject to the limitations contained in the Articles of Incorporation, he or she may sign with the President in the name of the Corporation and/or attest the signatures thereof, all contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, notes and other instruments of the Corporation; he or she shall have charge of the Corporation's books, records, documents and instruments, except the books of account and financial records and securities of which the Treasurer shall have custody and charge, and such other

books and papers as the Board may direct, all of which shall at all reasonable times be open to the inspection of any Director upon application at the office of the Corporation during business hours; and, he or she shall in general perform all duties incident to the office of Secretary subject to the control of the Board. The Secretary need not be a member of the Board.

Section 6. *Compensation.* Officers may be entitled to receive such salary or compensation for personal services which are necessary and reasonable in carrying out the Corporation's purposes as the Board may from time to time determine, provided, that in no event shall the salary or compensation be excessive. Board members, even if officers, are not entitled to compensation except as otherwise provided in Article II, Section 9.

Section 7. *Officer's Reliance on Consultant Information.* In the discharge of a duty imposed or power conferred on an officer of the Corporation, the officer may in good faith and with ordinary care rely on information, opinions, reports, or statements, including financial statements and other financial data, concerning the Corporation or another person, that were prepared or presented by:

- (a) one or more other officers or employees of the Corporation, including members of the Board; or
- (b) legal counsel, public accountants, or other persons as to matters the officer reasonably believes are within the person's professional or expert competence.

Section 8. *Hearing Officer.* The Directors of Finance of the Cities or the designee thereof shall serve as "hearing officer" of the Corporation for the purpose of conducting any public hearing required under the Internal Revenue Code of 1986 as a condition precedent to the issuance of tax-exempt bonds by the Corporation.

ARTICLE IV

MISCELLANEOUS PROVISIONS

Section 1. *Fiscal Year.* The fiscal year of the Corporation shall be the same as the Cities, or such other consecutive twelve-month period determined by the Corporation and approved by the Cities.

Section 2. *Seal.* The seal of the Corporation shall be such as from time to time may be approved by the Board.

Section 3. *Notice and Waiver of Notice.* Whenever any notice whatever is required to be given under the provisions of these Bylaws, such notice shall be deemed to be sufficient if given by depositing the same in a post office box in a sealed postpaid wrapper addressed to the person entitled thereto at his or her post office address, as it appears on the books of the Corporation, and such notice shall be deemed to have been given on the day of such mailing. A waiver of notice, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

Section 4. *Resignations.* Any Director or officer may resign at any time. Such resignations shall be made in writing and shall take effect at the time specified therein, or, if no time be specified, at the time of its receipt by the President or Secretary. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

Section 5. *Gender.* References herein to the masculine gender shall also refer to the feminine in all appropriate cases, and vice versa.

Section 6. *Appropriations and Grants.* The Corporation shall have the power to request and accept any appropriation, grant, contribution, donation, or other form of aid from the federal government, the State, any political subdivision, or municipality in the State, or from any other source.

ARTICLE V

INDEMNIFICATION OF DIRECTORS AND OFFICERS

Section 1. *Right to Indemnification.* Subject to the limitations and conditions as provided in this Article V and the Articles of Incorporation, each person who was or is made a party or is threatened to be made a party to or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigative (hereinafter a "proceeding"), or any appeal in such a proceeding or any inquiry or investigation that could lead to such a proceeding, by reason of the fact that he or she, or a person for whom he or she is the legal representative, is or was a Director or officer of the Corporation or while a Director or officer of the Corporation is or was serving at the request of the Corporation as a director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise shall be indemnified by the Corporation to the fullest extent permitted by the Texas Non-Profit Corporation Act, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment) against judgments, penalties (including excise and similar taxes and punitive damages), fines, settlements and reasonable expenses (including, without limitation, attorneys' fees) actually incurred by such person in connection with such proceeding, and indemnification under this Article V shall continue as to a person who has ceased to serve in the capacities which initially entitled such person to indemnity hereunder. The rights granted pursuant to this Article V shall be deemed contract rights, and no amendment, modification or repeal of this Article V shall have the effect of limiting or denying any such rights with respect to action taken or proceedings arising prior to any such amendment, modification or repeal. It is expressly acknowledged that the indemnification provided in this Article V could involve indemnification for negligence or under theories of strict liability.

Section 2. *Advance Payment.* The right to indemnification conferred in this Article V shall include the right to be paid in advance or reimbursed by the Corporation the reasonable expenses incurred by a person of the type entitled to be indemnified under Section 1 who was, is or is threatened to be made a named defendant or respondent in a proceeding in advance of the final disposition of the proceeding and without any determination as to the person's ultimate entitlement to indemnification; provided, however, that the payment of such expenses incurred by any such person in advance of the final disposition of a proceeding, shall be made only upon delivery to the Corporation of a written affirmation by such Director or officer of his or her good faith belief that he or she has met the standard of conduct necessary for indemnification under this Article V and a written undertaking, by or on behalf of such person, to repay all amounts so advanced if it shall ultimately be determined that such indemnified person is not entitled to be indemnified under this Article V or otherwise.

Section 3. *Indemnification of Employees and Agents.* The Corporation, by adoption of a resolution of the Board, may indemnify and advance expenses to an employee or agent of the

Corporation to the same extent and subject to the same conditions under which it may indemnify and advance expenses to Directors and officers under this Article V; and the Corporation may indemnify and advance expenses to persons who are not or were not Directors, officers, employees or agents of the Corporation but who are or were serving at the request of the Corporation as a Director, officer, partner, venture proprietor, trustee, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise against any liability asserted against him or her and incurred by him or her in such capacities or arising out of his or her status as such a person to the same extent that it may indemnify and advance expenses to Directors under this Article V.

Section 4. *Appearance as a Witness.* Notwithstanding any other provision of this Article V, the Corporation may pay or reimburse expenses incurred by a Director or officer in connection with his or her appearance as a witness or other participation in a proceeding involving the Corporation or its business at a time when he or she is not a named defendant or respondent in the proceeding.

Section 5. *Non-exclusivity of Rights.* The right to indemnification and the advancement and payment of expenses conferred in this Article V shall not be exclusive of any other right which a Director or officer or other person indemnified pursuant to Section 3 of this Article V may have or hereafter acquire under any law (common or statutory), provision of the Articles of Incorporation of the Corporation or these Bylaws, agreement, vote of disinterested Directors or otherwise.

Section 6. *Insurance.* The Corporation may purchase and maintain insurance, at its expense, to protect itself and any person who is or was serving as a Director, officer, employee or agent of the Corporation or is or was serving at the request of the Corporation as a Director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, proprietorship, employee benefit plan, trust or other enterprise against any expense, liability or loss, whether the Corporation would have the power to indemnify such person against such expense, liability or loss under this Article V.

Section 7. *Notification.* Any indemnification of or advance of expenses to a Director or officer in accordance with this Article V shall be reported in writing to the members of the Board with or before the notice of the next regular meeting of the Board and, in any case, within the 12-month period immediately following the date of the indemnification or advance.

Section 8. *Savings Clause.* If this Article V or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless indemnify and hold harmless each Director, officer or any other person indemnified pursuant to this Article V as to costs, charges and expenses (including attorneys' fees), judgments, fines and in amounts paid in settlement with respect to any action, suit or proceeding, whether civil, criminal, administrative or investigative, to the full extent permitted by any applicable portion of this Article V that shall not have been invalidated and to the fullest extent permitted by applicable law.

ARTICLE VI

CODE OF ETHICS

Section 1. *Policy and Purposes.*

(a) It is the policy of the Corporation that Directors and officers conduct themselves in a manner consistent with sound business and ethical practices; that the public interest always be

considered in conducting corporate business; that the appearance of impropriety be avoided to ensure and maintain public confidence in the Corporation; and that the Board establish policies to control and manage the affairs of the Corporation fairly, impartially, and without discrimination.

(b) This Code of Ethics has been adopted as part of the Corporation's Bylaws for the following purposes: (a) to encourage high ethical standards in official conduct by Directors and corporate officers; and (b) to establish guidelines for such ethical standards of conduct.

Section 2. Conflicts of Interest.

(a) Except as provided in subsection (c), a Director or officer is prohibited from participating in a vote, decision, or award of a contract involving a business entity or real property in which the Director or the officer has a substantial interest, if it is foreseeable that the business entity or real property will be economically benefitted by the action. A person has a substantial interest in a business (i) if his or her ownership interest is ten percent or more of the voting stock or shares of the business entity or ownership of \$15,000 or more of the fair market value of the business entity, or (ii) if the business entity provides more than ten percent of the person's gross income. A person has a substantial interest in real property if the interest is an equitable or legal ownership with a fair market value of \$2,500 or more. An interest of a person related in the second degree by affinity (marriage relationship) or the third degree by consanguinity (blood relationship) to a Director or officer is considered a substantial interest.

(b) If a Director or a person related to a Director in the first or second degree by affinity or the first, second, or third degree by consanguinity has a substantial interest in a business entity or real property that would be pecuniarily affected by any official action taken by the Board, such Director, before a vote or decision on the matter, shall file an affidavit stating the nature and extent of the interest. The affidavit shall be filed with the Secretary of the Board.

(c) A Director who has a substantial interest in a business entity that will receive a pecuniary benefit from an action of the Board may vote on that action if a majority of the Board has a similar interest in the same action or if all other similar business entities in the Cities will receive a similar pecuniary benefit.

(d) An employee of a public entity may serve on the Board.

Section 3. Acceptance of Gifts. No Director or officer shall accept any benefit as consideration for any decision, opinion, recommendation, vote or other exercise of discretion in carrying out official acts for the Corporation. No Director or officer shall solicit, accept, or agree to accept any benefit from a person known to be interested in or likely to become interested in any contract, purchase, payment, claim or transaction involving the exercise of the Director's or officer's discretion. As used here, a benefit does not include:

(a) a fee prescribed by law to be received by a Director or officer or any other benefit to which the Director or officer is lawfully entitled or for which he or she gives legitimate consideration in a capacities other than as a Director or officer,

(b) a gift or other benefit conferred on account of kinship or a personal, professional. or business relationship independent of the official status of the Director or officer;

(c) an honorarium in consideration for legitimate services rendered above and beyond official duties and responsibilities if:

ARTICLE XII

In accordance with the provisions of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Internal Revenue Code"), and regardless of any other provisions of these Articles of Incorporation or the laws of the State of Texas, the Corporation: (a) shall not permit any part of the net earnings of the Corporation to inure to the benefit of any private individual (except that reasonable compensation may be paid for personal services rendered to or for the Corporation in effecting one or more of its purposes); (b) shall not direct any of its activities to attempting to influence legislation by propaganda or otherwise; (c) shall not participate in or intervene in (including the publication or distribution of statements), any political campaign on behalf of any candidate for public office; and (d) shall not attempt to influence the outcome of any election for public office or to carry on, directly or indirectly, any voter registration drives. Any income earned by the Corporation after payment of reasonable expenses, debt and such reserves as may be necessary as set forth in the authorizing documents related to the issuance of debt by the Corporation shall accrue to the Cities.

At such time as all bonds, notes and obligations issued or incurred by the Corporation have been paid or irrevocable provisions have been made for their payment, the Cities shall, at all times, have an unrestricted right to receive any income earned by the Corporation, exclusive of amounts needed to cover reasonable expenditures and reasonable reserves for future activities. Any income of the Corporation received by the Cities shall be deposited into such account or fund as determined by the City Councils of the Cities. No part of the Corporation's income shall inure to the benefit of any private interests.

If the Board determines by resolution that the purposes for which the Corporation was formed have been substantially met and all bonds issued by and all obligations incurred by the Corporation have been fully paid or provision made for such payment, the Board may execute a certificate of dissolution which states those facts and declares the Corporation dissolved in accordance with the requirements of Section 394.026 of Vernon's Texas Codes Annotated, Local Government Code, or with applicable law then in existence. In the event of dissolution or liquidation of the Corporation, all assets will be turned over to the Cities for deposit into such account or fund as the City Councils shall direct.

ARTICLE XIII

If the Corporation is a private foundation within the meaning of Section 509(a) of the Internal Revenue Code, the Corporation (a) shall distribute its income for each taxable year at such time and in such manner as not to become subject to the tax on undistributed income imposed by Section 4942 of the Internal Revenue Code; (b) shall not engage in any act of self-dealing as defined in Section 4941 (d) of the Internal Revenue Code; (c) shall not retain any excess business holdings as defined in Section 4943(c) of the Internal Revenue Code; (d) shall not make any investments in such manner as to subject it to tax under Section 4944 of the Internal Revenue Code; and (e) shall not make any taxable expenditures as defined in Section 4945(d) of the Internal Revenue Code.

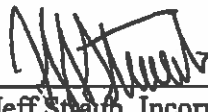
ARTICLE XIV

At such time as all bonds issued by and all obligations incurred by the Corporation have been fully paid or irrevocable provisions have been made for their payment, the City Councils of the two Cities may at any time consider and approve ordinances directing the Board to proceed with the dissolution of the Corporation, at which time the Board shall proceed with the dissolution of the Corporation in accordance with applicable state law. The failure of the Board to proceed with the dissolution of the Corporation in accordance with this Section shall be deemed a cause for the removal from office of any or all of the directors as permitted by Article VI of this Certificate of Formation.

ARTICLE XV

This Certificate of Formation may not be changed or amended unless approved by the City Councils of the Cities.

IN WITNESS WHEREOF, we have hereunto set our hands this 11 day of April, 2014.



Jeff Staub, Incorporator



Debbie Holland, Incorporator



Karen Daly, Incorporator



City Council Meeting February 12, 2015 Agenda Item Transmittal

Agenda Item #: 4
Agenda Title: Consider approving a 380 Economic Development Agreement with Sadya Capital LLC for a hotel development.

Council Action to be taken: Approve agreement via consent

Initiating Department: Planning and Development

Staff Contact: Bob van Til, Director

1. INTRODUCTION/PURPOSE

The purpose of this item is to consider approving a 380 economic development agreement with a hotel developer. The company that the City has been negotiating with is Sadya Capital LLC located in Round Rock Texas.

This item is also closely related to the item on this agenda for Mr. Zeplin regarding the development of infrastructure intended to support the hotel.

2. DESCRIPTION/ JUSTIFICATION

For a number of years the City searched for a hotel developer. In 2007 or 2008, at the dawn of the recession, the City commissioned a market study for a hotel. This study revealed significant capacity to support a hotel of the class and caliber that the leadership is looking for. As part of that effort, the City also included incentives to potential hoteliers in order to construct a business class hotel in our community. In response to the now growing economy, the hotel industry is picking up steam and we are again discussing a hotel project. The City has cultivated relationships with several hoteliers to accomplish the community's objective in this area. One of the developers, Sadya Capital LLC, negotiated an agreement with the City. The developer indicated they will build a business class, 55-room hotel with meeting rooms.

Associated with this agreement are the agreements for the infrastructure improvements. One is from the City and the other is from the Taylor Economic Development Corporation. (Please refer to the item with Mr. Zeplin).

The conditions for the Hotel Developer as stipulated in the agreement are:

1. The agreement lists certain franchises that are acceptable to the City. If Sadya proposes to develop a hotel from a franchise that is not on the list, the Council will approve that franchise first,
2. At least 55-room hotel, doors facing to the inside of the building,
3. Contain a meeting room, minimum of 1,100 SF,
4. Is operated by the developer or their affiliate,
5. Obtain the certificate of occupancy (CO) prior to January 1, 2017.
6. If the CO is issued prior to January 1, 2017, the City will reimburse 100% of the Hotel occupancy taxes starting on the date the CO is issued, until the first property appraisal is prepared and the amount is adjusted accordingly.
7. Maintain minimum property values for the property, such as:
 - a. \$2.4M for years one through four, however
 - i. If the values drop below \$2.4M but remains above \$2.2M, the reimbursement is 50% of the original amount
 - ii. If the value drops below \$2.2M, all reimbursements are suspended for that year, including Hotel Occupancy Tax reimbursements.
 - b. \$2.6M for years five through seven, however
 - i. If the values drop below \$2.6 M but remains above \$2.4 M, the reimbursement is 50% of the original amount
 - ii. If the value drops below \$2.4 M, all reimbursements are suspended for that year, including Hotel Occupancy Tax reimbursements.
 - c. \$2.8M for years eight through ten, however
 - i. If the values drop below \$2.8 M but remains above \$2.6 M, the reimbursement is 50% of the original amount
 - ii. If the value drops below \$2.6 M, all reimbursements are suspended for that year, including Hotel Occupancy Tax reimbursements.

3. FINANCIAL/BUDGET

The City's commitment is:

1. Waiver of fees (permit, impact, and tap fees),
2. Property tax reimbursements for ten years (100% for the first five years, then dropping to 90%, 70%, 50%, 30% and 10% in subsequent years), and
3. Hotel Occupancy Tax reimbursement for ten years (100% for the first five years, then dropping to 90%, 70%, 50%, 30% and 10% in subsequent years).
4. This reimbursement to the hotel is predicated on the City reimbursing all of the Hotel Occupancy Taxes paid to the City without distribution to the Chamber. This is not anticipated to begin until mid 2016 which is after the expiration date of the current City-Chamber agreement.
5. The City will also include up to a \$20,000 per year payment to assist the hotel operator in achieving, or closing, their financial gap, should the reimbursements not equal \$550,000 over five years.

Fiscal Impact:

The value to of the incentives to the developer over ten years is estimated to be: \$1.1M (including infrastructure improvements).

The fiscal impact to the City is estimated to be approximately \$270,000 over ten years; approximately \$830,000 to the community as a whole.

The over ROI to the community is estimated to be: \$0.75 (for every public dollar that is invested in the project, the community receives \$0.75 back).

In this instance, the benefits to the community extend beyond the fiscal and economic impacts, but also to the quality of life component in terms of having a business class hotel to serve the residents and visitors to our community.

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

Staff recommends that the Council approve the agreement as presented.

6. REFERENCE FILES

4a. [380 Agreement for the hotel](#)

SADYA CAPITAL LLC

AND

THE CITY OF TAYLOR, TEXAS,

CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT

This Economic Development Agreement ("Agreement") is entered into by and between the CITY OF TAYLOR, TEXAS, a Texas home rule municipal corporation ("CITY") and SADYA CAPITAL, LLC, a Texas Limited Liability Company ("SADYA").

WHEREAS, the CITY adopted Ordinance 2010-38 on September 9, 2010, ("Ordinance"), establishing and authorizing the CITY to make economic development grants; and

WHEREAS, the CITY is granting economic benefits to SADYA in recognition of the positive economic benefits to the CITY through SADYA's construction of a hotel complying with the following requirements and as further required in this Agreement ("Hotel"):

- a. the Hotel shall be a fifty-five (55) or more room business class Hotel whose brand shall be one of the following brands approved by the City ("Approved Brands"):

282 Comfort Suites Comfort Suites

<http://www.choicehotelsfranchise.com/comforftsuites/prototype/>

280 Comfort Inn

<http://choicehotelsfranchise.com/comfortinn/prototype/>

485 Fairfield Inn

<http://www.marriott.com/hotel-development/Fairfield-Inn-Suites.mi>

882 La Quinta Inn & Suites

<http://www.laquintafranchise.com/>

133 Best Western Plus

<http://www.bestwesterndevelopers.com/hotels/upper-midscale-classic-plus.html>

195 Candlewood Suites

<http://development.ihg.com/BDW/s/candlewood>

a. Hotel in the CITY of one of the Approved Brands is required for the economic incentives offered by the CITY in this Agreement. Consequently, SADYA shall be obligated to construct and operate the Hotel using the guidelines required by the Approved Brands and as required herein.

b. the room doors shall open inside the Hotel and not to the outside;

c. the Hotel shall have one (1) or more public meeting rooms with a combined square footage usable by public meeting room occupants for a fee, which square footage shall not include storage capacity required for use of the public meeting rooms, in an amount of no less than One Thousand One Hundred (1,100) square feet;

d. the Hotel shall be of the type and quality approved by the City as a prerequisite condition to this Agreement, which approval shall be granted only to the Approved Brands;

e. the Hotel shall be constructed on the real property described as the Hotel Lot in a separate 380 Economic Agreement with Zeplin for construction of a street, which agreement is attached hereto and incorporated by reference herein as *Exhibit "A"*; and

f. SADYA shall operate the Hotel on the Hotel Lot as a Hotel business during the term of this Agreement. Notwithstanding, SADYA will be entitled to transfer the benefits accruing to SADYA for the economic incentives and reimbursement grants provided in this Agreement to one "Affiliated Entity" for the operation of the Hotel. As used in this Agreement, the term "Affiliated Entity" means any partnership, corporation, company, or legal entity controlled by NIMESH D. PATEL AND DILIP B. PATEL. For purposes of the definition of Affiliated Entity,

the term "controlled by" shall mean the majority ownership interest in the Affiliated Entity. SADYA shall provide information required by the CITY to verify that the Hotel operation is controlled by SADYA or the Affiliated Entity. The City will, after verification of the Affiliated Entity ownership, permit the assigned economic incentives and reimbursement grants to be paid to the Affiliated Entity. Except with respect to the assignment of rights under this Agreement to the Affiliated Entity, SADYA shall not assign this Agreement or any of its right under this Agreement without the prior written consent of the CITY.

g. As used in this Agreement, the obligations, terms and conditions required for SADYA shall be deemed the same obligations, terms and conditions imposed on the Affiliated Entity in order to make this Agreement applicable to both. All remedies allowed by the CITY under this Agreement for default by SADYA shall be applicable to the Affiliated Entity. The Affiliated Entity shall execute instruments necessary to make it fully compliant with the terms and provisions of this Agreement as a condition for payment of the CITY Hotel Occupancy Tax reimbursement grants.

WHEREAS, the purpose of this Agreement is to promote economic development contemplated by Chapter 380 and the Development Corporation Act, Chapter 501 of the Texas Local Government Code, whereby SADYA shall construct the Hotel and operate the Hotel business in compliance with the CITY'S development approvals for the Hotel and Hotel business during the term of this Agreement, and in consideration the CITY will reimburse CITY ad valorem property and Hotel Occupancy taxes in accordance with the terms of this Agreement and grant other 380 economic benefits set forth herein; and

WHEREAS, SADYA, in consideration of this Agreement, agrees to construct the Hotel and develop and operate the Hotel business in conformance and compliance with the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits and promises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the CITY and SADYA agree as follows:

AGREEMENT:

1. RECITALS. The Recitals are incorporated into this Agreement.

2. AUTHORITY. The CITY'S execution of this Agreement is authorized by Chapters 380 and 501 of the Texas Local Government Code, and the Ordinance. SADYA'S execution of this Agreement constitutes a valid and binding obligation of SADYA to construct the Hotel and operate the Hotel business.

3. COMPLIANCE. SADYA and an Affiliated Entity of SADYA shall be obligated at all times to comply with all terms and provisions of this Agreement in order to receive the economic benefits described within this Agreement. The CITY shall be entitled to withhold economic benefits granted under this Agreement if SADYA or the Affiliated Entity default under this Agreement, in addition to all other relief provided to the City in this Agreement, in law, and under equity.

4. CITY 380 GRANTS.

A. AD VALOREM TAX REIMBURSEMENT. The CITY will reimburse SADYA as follows:

For a period of five (5) years beginning on January 1, 2017, the CITY will annually reimburse to SADYA a Chapter 380 Payment equal to one hundred percent (100%) of the CITY ad valorem property tax paid on the Hotel, Hotel Lot, and the personal property owned by SADYA or the Affiliated Entity used in the Hotel, all of which shall be referenced as the Hotel in the remainder of this Paragraph 4.A.

For the year 2022, the CITY will reimburse to SADYA a Chapter 380 Payment equal to ninety percent (90%) of the CITY ad valorem property tax paid on the Hotel.

For the year 2023, the CITY will reimburse to SADYA a Chapter 380 Payment equal to seventy percent (70%) of the CITY ad valorem property tax paid on the Hotel.

For the year 2024, the CITY will reimburse to SADYA a Chapter 380 Payment equal to fifty percent (50%) of the CITY ad valorem property tax paid on the Hotel.

For the year 2025, the CITY will reimburse to SADYA a Chapter 380 Payment equal to thirty percent (30%) of the CITY ad valorem property tax paid on the Hotel.

For the year 2026, the CITY will reimburse to SADYA a Chapter 380 Payment equal to ten percent (10%) of the CITY ad valorem property tax paid on the Hotel.

B. HOTEL OCCUPANCY TAX REIMBURSEMENT. The CITY will reimburse SADYA as follows:

For a period of five (5) years beginning on the date the Certificate of Occupancy is issued to the Hotel, the CITY will monthly reimburse to SADYA a Chapter 380 Payment equal to one hundred percent (100%) of the CITY Hotel Occupancy Tax paid on the Hotel.

Beginning on the sixth (6th) anniversary date from the date the Certificate of Occupancy is issued, the CITY will monthly reimburse to SADYA a Chapter 380 Payment equal to ninety percent (90%) of the CITY Hotel Occupancy tax paid on the Hotel.

Beginning on the seventh (7th) anniversary date from the date the Certificate of Occupancy is issued, the CITY will monthly reimburse to SADYA a Chapter 380 Payment equal to seventy percent (70%) of the CITY Hotel Occupancy Tax paid on the Hotel.

Beginning on the eighth (8th) anniversary date from the date the Certificate of Occupancy is issued, the CITY will monthly reimburse to SADYA a Chapter 380 Payment equal to fifty percent (50%) of the CITY Hotel Occupancy Tax paid on the Hotel.

Beginning on the ninth (9th) anniversary date from the date the Certificate of Occupancy is issued, the CITY will monthly reimburse to SADYA a Chapter 380 Payment equal to thirty percent (30%) of the CITY Hotel Occupancy Tax paid on the Hotel.

Beginning on the tenth (10th) anniversary date from the date the Certificate of Occupancy is issued, the CITY will monthly reimburse to SADYA a Chapter 380 Payment equal to ten percent (10%) of the CITY Hotel Occupancy tax paid on the Hotel.

The CITY Hotel Occupancy Tax reimbursement grants shall terminate, if not terminated earlier, on the eleventh (11th) anniversary date from the date the Certificate of Occupancy is issued to the Hotel. The CITY Hotel Tax Reimbursement grants in the last year, or earlier termination date of this Agreement, shall be prorated to the termination date, if the termination is not at the end of a calendar year.

In the event SADYA obtains a Certificate of Occupancy for the Hotel prior to January 1, 2017, and if the Three Million Six Hundred Thousand and No/100 Dollars (\$3,600,000.00) construction cost required in 5.A. below is verified by the CITY, then in that event SADYA shall be entitled to receive CITY Hotel Occupancy Tax reimbursement grants from the date the Certificate of Occupancy is issued in the amount of the CITY Hotel Occupancy Tax reimbursement grant amount allowed for the year 2017. The CITY Hotel Occupancy Tax reimbursement grants may continue until the CITY Hotel CITY ad valorem property tax value is determined in 2017 by the Williamson Central Appraisal District. In the event the Hotel value is determined to be in compliance with 5.B. below, then in that event the CITY Hotel Occupancy Tax reimbursement grants shall continue as allowed in this Agreement.

C. In the event the Hotel value does not comply with 5.A. below, but a Certificate of Occupancy for the Hotel is issued prior to January 1, 2017, then in that event no tax reimbursement grants shall be paid to SADYA and this Agreement shall terminate without obligation to the CITY.

In the event the Hotel construction cost does not comply with 5.A. below or a Certificate of Occupancy is not issued to the Hotel prior to January 1, 2017, then in that event this agreement shall terminate without obligation to the CITY.

D. Notwithstanding anything stated in this Agreement to the contrary, SADYA must comply with the construction cost required in 5.A. below and must obtain the Hotel Certificate of Occupancy prior to January 1, 2017, and failure to so shall terminate this Agreement without obligation to the CITY. Hotel "construction costs" as used in this Agreement in regards to the Hotel shall

include all development, engineering, architectural, material, labor, delivery, improvement, installation, and other costs incurred by SADYA or the Affiliated Entity in connection with the construction of the Hotel, including but not limited to costs incurred for the building of the Hotel, improvements necessary for access to the Hotel, utilities installation, storm water runoff improvements, loan costs, the purchase price for any real estate and easements necessary or appropriate for the construction of the Hotel, and other similar items.

E. WAIVER OF FEES. The CITY will waive all CITY building permit fees, impact fees and tap fees resulting from construction of the Hotel in which the Hotel business shall operate.

F. CASH GRANTS. The CITY will make an annual cash grant not exceeding Twenty Thousand and No/100 Dollars (\$20,000.00) to SAYDA on the same date the CITY is obligated make the CITY ad valorem property tax reimbursement grant to SADYA for the years 2017, 2018, 2019, 2020 and 2021 during the term of this Agreement ("Cash Grants"). The Cash Grant reimbursements shall be subject to the same valuation requirements for the Hotel, the reduction or termination provisions set forth in this Paragraph 5, and all other conditions of this Agreement.

5. REQUIRED CONDITIONS TO 380 GRANTS. Notwithstanding anything stated in this Agreement to the contrary, grant payments are conditioned upon SADYA'S compliance with this Agreement and are also subject to and conditioned upon, as conditions precedent and subsequent, to the following:

A. The Hotel must have a construction cost of no less than Three Million Six Hundred Thousand and No/100 Dollars (\$3,600,000.00), which shall be verified by the CITY prior to any grant payments. In the event the cost is less than Three Million Six Hundred Thousand Dollars and No/100 (\$3,600,000.00), this Agreement shall terminate with no further obligation on the CITY.

B. In the event the Hotel is valued less than Two Million Four Hundred Thousand and No/100 Dollars (\$2,400,000.00), but more than Two Million Two Hundred Thousand and No/100 Dollars (\$2,200,000.00), by the Williamson Central Appraisal District in any one the years of 2017, 2018, 2019, or 2020, during the term of

this Agreement, the CITY ad valorem tax reimbursement grants, the Hotel Occupancy Tax reimbursement grants, and the Cash Grants shall be reduced to one-half (1/2) of the amount that would have been allowed in Paragraphs 4.A., 4.B. and 4.E. above. In the event the valuation is less than Two Million Two Hundred Thousand and No/100 Dollars (\$2,200,000.00) in the years 2017, 2018, 2019 or 2020, all CITY ad valorem tax reimbursement grants, CITY Hotel Occupancy Tax reimbursement grants, and Cash Grants shall terminate until the Hotel value again complies with the values required in this Paragraph 5.

C. In the event the Hotel is valued less than Two Million Six Hundred Thousand and No/100 Dollars (\$2,600,000.00), but more than Two Million Four Hundred Thousand No/100 Dollars (\$2,400,000.00), by the Williamson Central Appraisal District in any one the years of 2021, 2022, or 2023 during the term of this Agreement, the CITY ad valorem property tax reimbursement grants, the CITY Hotel Occupancy Tax reimbursement grants, and the Cash Grants shall be reduced to one-half (1/2) of the amount that would have been allowed in Paragraphs 4.A., 4.B. and 4.E. above. In the event the valuation is less than Two Million Four Hundred Thousand and No/100 Dollars (\$2,400,000.00), all CITY ad valorem property tax reimbursement grants, CITY Hotel Occupancy Tax reimbursement grants, and Cash Grants shall terminate until the Hotel value again complies with the values required in this Paragraph 5.

D. In the event the Hotel is valued less than Two Million Eight Hundred Thousand and No/100 Dollars (\$2,800,000.00), but more than Two Million Six Hundred Thousand and No/100 Dollars (\$2,600,000.00), by the Williamson Central Appraisal District in any one of the years of 2024, 2025, or 2026 during the term of this Agreement, the CITY ad valorem property tax reimbursement grants, the CITY Hotel Occupancy Tax reimbursement grants, and the Cash Grants shall be reduced to one-half (1/2) of the amount that would have been allowed in Paragraphs 4.A., 4.B. and 4.E. above. In the event the valuation is less than Two Million Six Hundred Thousand Dollars (\$2,600,000.00), all CITY ad valorem tax reimbursement grants, CITY Hotel Occupancy Tax reimbursement grants, and Cash Grants shall terminate until the Hotel value again complies with the values required in this Paragraph 5.

E. All tax and cash reimbursement grants require compliance with the Hotel values required in this Agreement. All tax and cash reimbursement grants shall be reduced or cease when the Williamson Central Appraisal District Hotel value fails to meet the values required in this Agreement. The tax and cash reimbursement grants shall be reinstated when the Williamson Central Appraisal District value shows compliance with the Hotel values required in this Agreement.

F. The Hotel shall:

1. be no less than a fifty-five (55) room Hotel and strictly comply with the construction and operating requirements of the Approved Brands;

2. have room doors that open to the inside of the Hotel building and not outside the Hotel, requiring Hotel occupants to enter Hotel rooms from inside the Hotel;

3. the Hotel shall have one (1) or more public meeting rooms with a combined square footage usable by public meeting room occupants, which square footage shall not include storage capacity required for use of the public meeting rooms, in an amount of no less than One Thousand One Hundred (1,100) square feet;

4. be the type and quality approved by the CITY as one of the Approved Brands as a prerequisite to this Agreement;

5. be operated by SADYA or a SAYDA Affiliated Entity as a Hotel business during the term of this Agreement in compliance with the Approved Brands requirements and guidelines.

G. The Hotel must obtain a Certificate of Occupancy prior to January 1, 2017. Failure to obtain the Hotel certificate of occupancy prior to January 1, 2017, shall terminate this Agreement with no obligation to the CITY.

H. The Hotel must have a construction cost of no less than Three Million Six Hundred Thousand and No/100 Dollars (\$3,600,000.00), which shall be verified by the CITY prior to any grant payments. In the event the cost is less than Three Million Six Hundred Thousand Dollars

and No/100 (\$3,600,000.00), this Agreement shall terminate with no obligation to the CITY.

I. SADYA and any Affiliated Entity of SADYA shall furnish the CITY information deemed to be reasonable or necessary to verify compliance with this Agreement and to determine if a Chapter 380 payment should be made.

6. With respect to each Chapter 380 Payment for reimbursement of CITY ad valorem property taxes described above, SADYA shall notify the CITY in writing of any sums paid by SADYA to the Williamson County tax collection authority in the form of CITY ad valorem property taxes during the term of this Agreement on or before February 1 each year during the term of this Agreement (the "Tax Notice"). The CITY's Chapter 380 Payments to SADYA with respect to the CITY ad valorem revenue shall be based on the amount stated in the Tax Notice, which shall be verified by the CITY. Chapter 380 Payments for CITY ad valorem property tax reimbursements shall be paid to SADYA by the CITY on an annual basis for the preceding year, on or before May 1 following the tax year for which they were paid. For example, the first Chapter 380 Payment for CITY ad valorem property tax reimbursement by the CITY to SADYA shall be based on taxes paid for the year 2017, and shall be paid on or before May 1, 2018, and the last such payment shall be based on taxes paid for the year 2026, and shall be paid on or before May 1, 2027.

With respect to each Chapter 380 Payment for reimbursement of the CITY Hotel Occupancy Tax, reimbursements will be made monthly based on the amount of the CITY Hotel Occupancy Tax actually paid by SADYA to the CITY. The City will reimburse SAYDA on or before three (3) months after the CITY Hotel Occupancy Tax payment to be reimbursed was received by the CITY.

All tax reimbursement grants shall be subject to adjustments by the CITY based on Hotel values required in this Agreement.

7. TERM. This Agreement shall become enforceable upon execution by the CITY and SADYA and shall be effective as of the date of this Agreement. This Agreement shall terminate as to the CITY Hotel Occupancy Tax reimbursement grants on the last date on which the CITY is obligated to reimburse a CITY Hotel Occupancy Tax

monthly payment to SADYA and as to the CITY ad valorem property tax reimbursement on the last date on which the CITY is obligated to reimburse an CITY annual ad valorem property payment to SADYA, and as to the Cash Grants on the last date the CITY is obligated to pay a Cash Grant unless this Agreement is terminated earlier. Notwithstanding earlier termination, the agreement shall in no event terminate later than December 31, 2026.

8. SADYA OBLIGATIONS. In consideration of the CITY's establishment of this economic development program for the Hotel and Hotel business by the CITY, pursuant to Texas Local Government Code Chapters 380 and 501 and under the Ordinance to promote local economic development and stimulate business and commercial activity within the CITY, SADYA agrees to the requirements of this Agreement and shall require its Affiliated Entity to also comply with the terms and conditions of this Agreement as consideration for this Agreement.

9. COVENANTS, WARRANTIES, OBLIGATIONS AND DUTIES. SADYA makes, and shall require Affiliated Entity to make, the following covenants and warranties to the CITY, and agrees to timely and fully perform the following obligations and duties. Any false or substantially misleading statement contained herein or failure to timely and fully perform as required in this Agreement shall be an act of default by SADYA. Failure to comply with any one covenant or warranty shall constitute an act of default by SADYA.

A. No litigation or governmental proceeding is pending or, threatened against SADYA that may result in any material adverse change in SADYA. No consent, approval or authorization of or registration or declaration within any governmental authority is required in connection with the execution of this Agreement or the transactions contemplated hereby.

B. No certificate or statement delivered by SADYA to the CITY in connection with this Agreement, or in connection with any transaction contemplated herein, contains any untrue statement or fails to state any fact necessary to keep the statements contained herein from being misleading.

C. There are no bankruptcy proceedings or other proceedings currently pending or contemplated, and SADYA

has not been informed of any potential involuntary bankruptcy proceedings.

D. To the best of its knowledge, SADYA has acquired and maintains all necessary rights, licenses, permits and authority to construct the Hotel and operate the Hotel business in Taylor, Texas, and will continue to use its best efforts to maintain all necessary rights, licenses, permits and authority.

E. SADYA and an Affiliated Entity of SADYA shall timely pay all taxes and fees due and owing by it to all taxing authorities having jurisdiction.

F. SADYA shall timely and fully comply with all the terms and conditions of this Agreement.

G. SADYA may not sell stock, assets or any ownership interest in SADYA CAPITAL, LLC, without prior written notice to and consent from the CITY.

H. SADYA agrees that, as to all of the programs and activities arising out of this Agreement, it shall comply fully with all Civil Rights Acts and specifically will not discriminate against any person on the basis of race, color, national origin, sex, or by reason of being disabled.

I. SADYA hereby certifies that it does not knowingly employ and will not hereafter employ an undocumented worker as defined in Chapter 2264, Texas Government Code. In addition, SADYA shall execute the Condition on Receipt of Public Subsidies/Agreement Regarding Repayment of Interest attached hereto as Exhibit "B" attached hereto and incorporated by reference herein.

J. SADYA shall construct the Hotel and conduct the Hotel business in compliance with all federal, state and local laws, rules and regulations applicable to it during the term of this Agreement.

10. MUTUAL ASSISTANCE. CITY and SADYA will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement, and to aid and assist each other in carrying out such terms and provisions in order to put each other in the same economic condition contemplated by this Agreement regardless of any changes in

public policy, the law or taxes or assessments attributable to the Hotel or Hotel business.

11. DEFAULT. If either the CITY or SADYA should default in the performance of any obligations of this Agreement, the other party shall provide such defaulting party written notice of the default, and a minimum period of fifteen (15) days to cure such default, prior to instituting an action for breach or pursuing any other remedy for default. If the CITY or SADYA remains in default after notice and opportunity to cure, the non-defaulting party shall have the right to pursue any remedy under this Agreement, at law or in equity, for the breach. In addition, the CITY shall have the right to terminate all economic benefits under this Agreement.

12. ATTORNEY'S FEES. In the event any legal action or proceeding is commenced between the CITY and SADYA to enforce provisions of this Agreement and recover damages for breach, the prevailing party in such legal action shall be entitled to recover its reasonable attorney's fees and expenses incurred by reason of such action, unless prohibited by law.

13. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties. This Agreement may only be amended, altered or revoked by written instrument signed by the CITY and SADYA.

14. BINDING EFFECT. This Agreement shall be binding on and inure to the benefit of the parties, their respective successors and assigns as allowed in this Agreement. No other persons or entities may enforce this Agreement or claim any benefits under this Agreement except as allowed by this Agreement. There are no oral agreements between the parties hereto with respect to the subject matter hereof.

15. ASSIGNMENT. SADYA shall not assign this Agreement or all or any part of its rights and obligations arising under this Agreement except as allowed by this Agreement.

16. NOTICE. Any notice and or statement required and permitted to be delivered shall be deemed delivered by actual delivery, facsimile with receipt of confirmation, or by depositing the same in the United States mail, certified

with return receipt requested, postage prepaid, addressed to the appropriate party at the following addressed:

IF TO SADYA: SADYA CAPITAL, LLC
 Attention: Nimesh Patel
 5002 Sendero Springs Drive
 Round Rock, Texas 78681

IF TO THE CITY: CITY OF TAYLOR, TEXAS
 CITY Manager
 400 Porter Street
 Taylor, Texas 76574
 512-352-3774

17. INTERPRETATION. Each of the parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, however its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any party.

18. APPLICABLE LAW. This Agreement is made, and shall be construed and interpreted, under the laws of the State of Texas and venue shall be in the State courts of Williamson County, Texas.

19. SEVERABILITY. In the event any provisions of this Agreement are illegal, invalid or unenforceable under present or future laws, and in that event, it is the intention of the parties that the remainder of this Agreement shall not be affected. It is also the intention of the parties of this Agreement that in lieu of each clause and provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

20. PARAGRAPH HEADINGS. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.

21. NO THIRD PARTY BENEFICIARIES. This Agreement is not intended to confer any rights, privileges or causes of action upon any third party.

22. NO JOINT VENTURE. It is acknowledged and agreed by the parties that the terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the parties. The CITY, its past, present and future officers, elected officials, employees and agents do not assume any responsibilities or liabilities to any third party in connection with the Hotel or the Hotel business or the design, construction or operation of any portion of the Hotel or Hotel business.

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

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

25. ECONOMIC DEVELOPMENT. This Agreement is consistent with the CITY's economic development program and promotion of economic development contemplated by Chapter 380 and the Development Corporation Act, Chapter 501 of the Texas Local Government Code.

26. EXHIBITS. The following Exhibits are attached and incorporated by reference for all purposes:

Exhibit "A": "Zeplin 380 Agreement for Construction of a Street".

Exhibit "B": the Condition of Receipt of public subsidies/Agreement Regarding Repayment of Interest.

Dated this the 9th of February, 2015.

SADYA CAPITAL, LLC

a Texas Limited Liability Company

A handwritten signature in dark ink, appearing to be a stylized 'S' followed by a long horizontal flourish.

By: SADYA CAPITAL, LLC

Its: PRESIDENT

CITY OF TAYLOR, TEXAS,

a home rule CITY

By: ISAAC D. TURNER

Its: City Manager

Exhibit "A"

380 AGREEMENT FOR
CONSTRUCTION OF A STREET

This 380 Agreement for construction of a street is by and between the City of Taylor, Texas, a home rule political subdivision, ("City") and HARRY ZEPLIN, ("ZEPLIN").

RECITALS:

- A. ZEPLIN owns real, property in Taylor, Texas, located in the J. Pharrass survey, which property ZEPLIN shall dedicate by plat of record ("Plat") and in which Plat there shall be at least the following:
 - 1. one lot of approximately 2.3 acres herein after referred to as the "Hotel Lot"; and
 - 2. a street dedicated to the public from Highway 95 to and accessing the Hotel Lot ("Hotel Street").
- B. ZEPLIN shall sell the Hotel Lot to Sadya Capital LLC ("Sadya") and Sadya shall construct a ("Hotel") and operate a hotel business on the Hotel Lot which hotel shall be of the type and quality approved by the City prior to construction and shall have a construction cost of no less than Three Million Six Hundred Thousand and No/100 Dollars ("\$3,600,000.00").
- C. The Hotel is an economic benefit to the City and will provide lodging and public meeting rooms as an economic benefit to the City.
- D. ZEPLIN requested a grant from the City to pay the Hotel Street construction cost.
- E. The City has agreed to pay one half (1/2) of the Hotel Street construction cost in an amount not to exceed Eighty Thousand and No/100 Dollars (\$80,000.00) and the CITY payment will be in the form of a reimbursement grant under the terms and conditions of this Agreement. ZEPLIN and the Taylor Economic Development Corporation ("TEDC") have entered into a separate agreement for additional payments to ZEPLIN under the terms of a separate agreement between them which is attached hereto as Exhibit "A" and incorporated by referenced herein. The total payment to ZEPLIN from the City shall not

Exhibit "A"

exceed Eighty Thousand and No/100 Dollars (\$80,000.00).

- F. The Hotel Street as shown in the Plat shall be constructed by ZEPLIN using engineer plans and specifications approved by the City prior to construction ("Plan").
- G. ZEPLIN must comply with all ordinances, rules, regulations, and laws pertaining to the Hotel Street construction and no prior City Plat, Plan or construction approval is given or should be inferred by virtue of this Agreement.
- H. This Agreement is contingent upon and shall be subject to Sadya's purchase of the Hotel Lot, Sadya's construction of the Hotel required in this Agreement and required in a separate 380 Agreement between the City and Sadya, which is attached hereto as *Exhibit "B"* and incorporated by reference herein, and ZEPLIN's construction of the Hotel Street.
- I. The City can deny the Hotel Street grant to ZEPLIN at any time prior to the grant payment based upon ZEPLIN's default under this Agreement or Sadya's failure to construct the Hotel.
- J. The Hotel Street must be accepted after construction by the City as a public improvement.
- K. The City has determined the Hotel Street will benefit economic development in the City.
- M. The City will reimburse ZEPLIN for the Hotel Street construction cost, in an amount not exceeding Eighty Thousand and No/100 dollars (\$80,000.00), as a grant upon completion of the Hotel Street construction, acceptance of the Hotel Street as a public improvement by the City, and issuance of a certificate of occupancy for the Hotel in the time and manner required by this Agreement and the Sadya 380 Agreement with the City.

Exhibit "A"

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

AGREEMENT:

The purpose of this Agreement is to promote economic development contemplated by Chapter 380 and the Development Corporation Act and Chapter 501 of the Texas Local Government Code.

1. RECITALS. The Recitals are incorporated into the Agreement.

2. AUTHORITY. The CITY'S execution of this Agreement is authorized by Chapters 380 and 501 of the Texas Local Government Code, and City Ordinance. ZEPLIN's execution of this Agreement constitutes a valid and binding obligation of ZEPLIN.

3. COMPLIANCE. ZEPLIN shall be obligated at all times to comply with all terms and provisions of this Agreement in order to receive the economic benefits described within this Agreement. The CITY shall be entitled to withhold economic benefits granted under this Agreement if ZEPLIN defaults under this Agreement in addition to all other relief provided to the CITY by this Agreement, under law, and in equity.

3. CONDITIONS TO 380 GRANTS. As conditions precedent and subsequent to any grant, the following is required:

A. PLAN: ZEPLIN must construct the Hotel Street shown in the Plat according to the Plan in compliance with this Agreement and in compliance with all ordinances, rules and regulations and laws pertaining to the Hotel Street.

B. TIME: Construction of the Hotel Street shall be completed and accepted by the City on or before January 1, 2017.

Exhibit "A"

C. CERTIFICATE OF OCCUPANCY. A certificate of occupancy for the Hotel must be issued on or before January 1, 2017.

D. REIMBURSEMENT: The City will reimburse ZEPLIN as a grant an amount not to exceed Eighty Thousand and No/100 Dollars for actual Hotel Street construction costs.

E. METHOD OF REIMBURSEMENT: After acceptance of the Hotel Street by the City and issuance of the certificate of occupancy by the City for the Hotel, the reimbursement will be based on the invoices furnished to the City showing prior payment by ZEPLIN for the Hotel Street's actual construction cost, but in an amount not exceeding Eighty Thousand and No/100 Dollars (\$80,000.00).

F. ASSIGNMENT OF RISK: The City shall not be obligated to fund the grant allowed in this Agreement if the City determines Sadya will not construct the Hotel, Sadya, or a Sadya Operating Entity as defined in the Sadya and City 380 Agreement, will not operate the Hotel as a business on the Hotel Lot, Sadya's default under its 380 agreement with the City, or ZEPLIN defaults under this Agreement. Any costs incurred by ZEPLIN for the Hotel Street or performance under this Agreement prior to the reimbursement grant shall be at the sole risk, cost, and expense of ZEPLIN.

4. INSPECTIONS. Employees or designated representatives of the City shall be entitled to inspect the Hotel Street during construction to verify and substantiate ZEPLIN's compliance with this Agreement.

5. INFORMATION. The City shall be entitled to request information from ZEPLIN deemed by the CITY to be reasonable or necessary to verify ZEPLIN's compliance with this Agreement or entitlements under this Agreement.

6. TERM. This Agreement shall become enforceable upon execution by the CITY and ZEPLIN and shall be effective as of the date of this Agreement. This Agreement shall terminate upon the CITY'S payment to ZEPLIN of the 380

Exhibit "A"

grant required by the City, or upon ZEPLIN'S default under this Agreement.

7. COVENANTS, WARRANTIES, OBLIGATIONS AND DUTIES. ZEPLIN makes the following covenants and warranties to the CITY, and agrees to timely and fully perform the following obligations and duties. Any false or substantially misleading statement contained herein or failure to timely and fully perform as required in this Agreement shall be an act of default by ZEPLIN. Failure to comply with any one covenant or warranty shall constitute an act of default by ZEPLIN.

A. No litigation or governmental proceeding is pending or, threatened against ZEPLIN that may result in any material adverse change in ZEPLIN. No consent, approval or authorization of or registration or declaration within any governmental authority is required in connection with the execution of this Agreement or the transactions contemplated hereby.

B. No certificate or statement delivered by ZEPLIN to the CITY in connection with this Agreement, or in connection with any transaction contemplated herein, contains any untrue statement or fails to state any fact necessary to keep the statements contained herein from being misleading.

C. There are no bankruptcy proceedings or other proceedings currently pending or contemplated, and ZEPLIN has not been informed of any potential involuntary bankruptcy proceedings.

D. To the best of its knowledge, ZEPLIN has acquired and maintained all necessary rights, licenses, permits and authority to construct the Hotel Street in Taylor, Texas, and will continue to use its best efforts to maintain all necessary rights, licenses, permits and authority.

E. ZEPLIN shall timely pay all taxes and fees due and owing by it to all taxing authorities having jurisdiction.

F. ZEPLIN shall timely and fully comply with all the terms and conditions of this Agreement.

Exhibit "A"

G. ZEPLIN agrees that, as to all of the programs and activities arising out of this Agreement, it shall comply fully with all Civil Rights Acts and specifically will not discriminate against any person on the basis of race, color, national origin, sex, or by reason of being disabled.

H. ZEPLIN hereby certifies that it does not knowingly employ and will not hereafter employ an undocumented worker as defined in Chapter 2264, Texas Government Code. In addition, ZEPLIN shall execute the Condition on Receipt of Public Subsidies/Agreement Regarding Repayment of Interest attached hereto as *Exhibit "C"* attached hereto and incorporated by reference herein.

I. ZEPLIN shall construct the Hotel Street and comply with all federal, state and local laws, rules and regulations applicable to it, the Plan and the Plat during the term of this Agreement.

8. MUTUAL ASSISTANCE. CITY and ZEPLIN will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement, and to aid and assist each other in carrying out such terms and provisions in order to put each other in the same economic condition contemplated by this Agreement regardless of any changes in public policy, the law or taxes or assessments.

9. DEFAULT. If the CITY or ZEPLIN should default in the performance of any obligations of this Agreement, the other party shall provide such defaulting party written notice of the default, and a minimum period of fifteen (15) days to cure such default, prior to instituting an action for breach or pursuing any other remedy for default. If the CITY or ZEPLIN remains in default after notice and opportunity to cure, the non-defaulting party or parties shall have the right to pursue any remedy at law or in equity for the breach. In addition, the CITY shall have the right to terminate all economic benefits and seek any other relief provided in this Agreement.

9. ATTORNEY'S FEES. In the event any legal action or proceeding is commenced between the CITY and ZEPLIN to enforce provisions of this Agreement and recover damages for breach, the prevailing party in such legal action shall

Exhibit "A"

be entitled to recover its reasonable attorney's fees and expenses incurred by reason of such action, unless prohibited by law.

10. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties.

11. BINDING EFFECT. This Agreement shall be binding on and inure to the benefit of the parties, their respective successors and assigns. No other persons or entities may enforce this Agreement or claim any benefits under this Agreement. There are no oral agreements between the parties hereto with respect to the subject matter hereof. This Agreement shall be subject to change or modification only with the mutual written consent of both parties.

12. ASSIGNMENT. ZEPLIN may not assign this Agreement or all or any part of its rights and obligations under this Agreement.

13. NOTICE. Any notice and or statement required and permitted to be delivered shall be deemed delivered by actual delivery, facsimile with receipt of confirmation, or by depositing the same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following address:

If to the City:
City of Taylor
400 Porter Street
Taylor, Texas 76574
Attention: City Manager
Telephone: 512-352-3676
Fax: 512-352-8255

If to ZEPLIN:
HARRY ZEPLIN
800 County Road 366
Taylor, Texas, 76574

14. INTERPRETATION. Each of the parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, however its meaning or application, be interpreted fairly and

Exhibit "A"

reasonably and neither more strongly for or against any party.

15. APPLICABLE LAW. This Agreement is made, and shall be construed and interpreted, under the laws of the State of Texas and venue shall be in the State courts of Williamson County, Texas.

16. SEVERABILITY. In the event any provisions of this Agreement are illegal, invalid or unenforceable under present or future laws, and in that event, it is the intention of the parties that the remainder of this Agreement shall not be affected. It is also the intention of the parties of this Agreement that in lieu of each clause and provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

17. PARAGRAPH HEADINGS. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.

18. NO THIRD PARTY BENEFICIARIES. This Agreement is not intended to confer any rights, privileges or causes of action upon any third party.

19. NO JOINT VENTURE. It is acknowledged and agreed by the parties that the terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the parties. The CITY, their past, present and future officers, elected officials, employees and agents do not assume any responsibilities or liabilities to any third party in connection with ZEPLIN.

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

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

21. ECONOMIC DEVELOPMENT. This Agreement is consistent with the City's economic development program and promotion

Exhibit "A"

of economic development contemplated by Chapter 380 and the Development Corporation Act, Chapter 501 of the Texas Local Government Code. The 380 Agreement with Sadya is an integral condition to this Agreement. ZEPLIN acknowledges Sadya's compliance with the Sadya 380 Agreement is a condition to this Agreement.

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

23. EXHIBITS. The following Exhibits are attached and incorporated by reference for all purposes:

*Exhibit "A"; TEDC and ZEPLIN separate agreement;
Exhibit "B"; Sadya's Chapter 380 Agreement with the City;
Exhibit "C"; the Condition of Receipt of public subsidies/Agreement Regarding Repayment of Interest.*

Dated this the ____ day of _____, 2015.

HARRY ZEPLIN

CITY OF TAYLOR, TEXAS, a home rule CITY

By: Isaac D. Turner
Its: City Manager

Exhibit "A"

STATE OF TEXAS,

COUNTY OF WILLIAMSON.

BEFORE ME, the undersigned authority, on this day personally appeared _____ (Harry Zeplin), known to me to be the person whose name is subscribed to the foregoing instrument, and swore and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated and as the act and deed of ZEPLIN.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2014.

Notary Public in and for
the State of T E X A S

STATE OF TEXAS,

COUNTY OF WILLIAMSON.

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2014.

Notary Public in and for
the State of T E X A S

EXHIBIT "C"

CONDITION ON RECEIPT OF PUBLIC SUBSIDIES/AGREEMENT REGARDING REPAYMENT OF INTEREST

WHEREAS, ZEPLIN has submitted an application to receive a public subsidy as defined in Chapter 2264, Texas Government Code (hereinafter "the Code"); and

WHEREAS, ZEPLIN has certified in said application that neither said business, nor a branch, division or department of said business knowingly employs or will hereafter knowingly employ an undocumented worker (as defined in the Code); and

WHEREAS the Code stated that if any business, or a branch, division, or department of the business, after receiving a public subsidy, is convicted of a violation under 8 U.S.C., Section 1324(f), the business shall be required to repay the amount of the public subsidy with interest; and

WHEREAS the Code requires that as a condition precedent to CITY OF TAYLOR, TEXAS providing such public subsidy, ZEPLIN must enter into a written agreement specifying the rate and terms of the payment of interest if ZEPLIN is required to repay the public subsidy.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS THAT THE CITY OF TAYLOR, TEXAS, and ZEPLIN hereby agree that if, after receiving a public subsidy from the CITY OF TAYLOR, TEXAS, ZEPLIN LLC is convicted of a violation of 8 U.S.C., Section 1324(f), that ZEPLIN shall repay the amount of the public subsidy together with interest at the rate of twelve (12) percent per annum, such interest to begin accruing on the date of such conviction and to continue until all sums owed under this agreement are paid. Such repayment plus said interest shall be due and payable not later than the 120th day after the date that the CITY OF TAYLOR, TEXAS, notifies ZEPLIN of the conviction.

Interest on the public subsidy as referenced above shall not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law; any interest in excess of that maximum amount shall be credited on the repayment or, if that has been paid, refunded.

All payments due under this document shall be payable in Taylor, Williamson County, Texas.

Exhibit "A"

In the event that a civil action is brought by a public agency, local taxing jurisdiction, the CITY OF TAYLOR, TEXAS, or the Texas Attorney General to recover any amounts owed to the CITY OF TAYLOR, TEXAS, under the Code and this agreement, the said party shall also be entitled to recover from ZEPLIN, all court costs and reasonable attorney's fees incurred in such action.

CITY OF TAYLOR, TEXAS

HARRY ZEPLIN

By: ISAAC D. TURNER
Its: CITY MANAGER

EXHIBIT "B"

CONDITION ON RECEIPT OF PUBLIC SUBSIDIES/AGREEMENT REGARDING REPAYMENT OF INTEREST

WHEREAS, SADYA CAPITAL, LLC has submitted an application to receive a public subsidy as defined in Chapter 2264, Texas Government Code (hereinafter "the Code"); and

WHEREAS, SADYA CAPITAL, LLC has certified in said application that neither said business, nor a branch, division or department of said business knowingly employs or will hereafter knowingly employ an undocumented worker (as defined in the Code); and

WHEREAS the Code stated that if any business, or a branch, division, or department of the business, after receiving a public subsidy, is convicted of a violation under 8 U.S.C., Section 1324(f), the business shall be required to repay the amount of the public subsidy with interest; and

WHEREAS the Code requires that as a condition precedent to CITY OF TAYLOR, TEXAS providing such public subsidy, SADYA CAPITAL, LLC must enter into a written agreement specifying the rate and terms of the payment of interest if SADYA CAPITAL, LLC is required to repay the public subsidy.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS THAT THE CITY OF TAYLOR, TEXAS, and SADYA CAPITAL, LLC hereby agree that if, after receiving a public subsidy from the CITY OF TAYLOR, TEXAS, SADYA CAPITAL, LLC is convicted of a violation of 8 U.S.C., Section 1324(f), that SADYA CAPITAL, LLC shall repay the amount of the public subsidy together with interest at the rate of twelve (12) percent per annum, such interest to begin accruing on the date of such conviction and to continue until all sums owed under this agreement are paid. Such repayment plus said interest shall be due and payable not later than the 120th day after the date that the CITY OF TAYLOR, TEXAS, notifies SADYA CAPITAL, LLC of the conviction.

Interest on the public subsidy as referenced above shall not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law; any interest in excess of that maximum amount shall be credited on the repayment or, if that has been paid, refunded.

All payments due under this document shall be payable in Taylor, Williamson County, Texas.

In the event that a civil action is brought by a public agency, local taxing jurisdiction, the CITY OF TAYLOR, TEXAS, or the Texas Attorney General to recover any amounts owed to the CITY OF TAYLOR, TEXAS, under the Code and this agreement, the said party shall also be entitled to recover from SADYA CAPITAL, LLC, all court costs and reasonable attorney's fees incurred in such action.

CITY OF TAYLOR, TEXAS

SADYA CAPITAL, LLC

By: ISAAC D. TURNER
Its: CITY MANAGER


Nimes D Patel, President



City Council Meeting February 12, 2015 Agenda Item Transmittal

Agenda Item #: 5
Agenda Title: Consider approving a 380 economic development agreement with Zeplin for infrastructure improvements to serve the hotel development.

Council Action to be taken: Approve agreement via consent

Initiating Department: Planning and Development

Staff Contact: Bob van Til, Director

1. INTRODUCTION/PURPOSE

The purpose of this item is to consider approving a 380 economic development agreement with Zeplin for infrastructure improvements to serve the proposed hotel project; more specifically, a public road.

This item is also closely related to the item on this agenda regarding to the hotel development.

2. DESCRIPTION/ JUSTIFICATION

For a number of years the City searched for a hotel developer. In 2007 or 2008, at the dawn of the recession, the City commissioned a market study for a hotel. This study revealed significant capacity to support a hotel of the class and caliber that the leadership is looking for. As part of that effort, the City also included incentives to potential hoteliers in order to construct a business class hotel in our community. In response to the now growing economy, the hotel industry is picking up steam and we are again discussing a hotel project. The City has cultivated relationships with several hoteliers to accomplish the community's objective in this area. One of the developers has negotiated an agreement with the City. The developer has indicated they will build a business class, 55-room hotel with meeting rooms.

Associated with this agreement is an agreement for the hotel.

The City's conditions for the construction of the road are:

1. Build the road to city specifications
2. The road must be accepted by the City

3. The hotel must receive their certificate of occupancy (C.O.) prior to January 1, 2017.

3. FINANCIAL/BUDGET

Mr. Zeplin approached the City and the Taylor EDC to help fund the road. The estimated cost of the road is \$160,000. The City has suggested assistance to Mr. Zeplin of up to \$80,000 and the Taylor EDC has suggested assistance of up to \$80,000.

The City's commitment is:

1. A payment of \$80,000 when the hotel receives their C.O.

The Taylor EDC's agreements states:

2. Payment of \$40,000 when the road is complete and accepted by the City, and
3. Payment of \$40,000 when the hotel receives their C.O.

Fiscal Impact (this analysis considers the entire project, hotel and road):

The value of the incentives over ten years is estimated to be: \$1.1M (including infrastructure improvements)

The over ROI to the community is estimated to be: \$0.75 (for every public dollar that is invested in the project, the community receives \$0.75 back).

In this instance, the benefits to the community extend beyond the fiscal and economic impacts, but also to the quality of life component in terms of having a business class hotel to serve the residents and visitors to our community.

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

Staff recommends that the Council approve the City's 380 Agreement for infrastructure improvements.

(The TEDC agreement is attached for your information only and no action is needed on this agreement.)

6. REFERENCE FILES

5a. [City 380 Agreement](#) for infrastructure improvements, which includes the TEDC Agreement.

**380 AGREEMENT FOR
CONSTRUCTION OF A STREET**

This 380 Agreement for construction of a street is by and between the City of Taylor, Texas, a home rule political subdivision, ("City") and HARRY ZEPLIN, ("ZEPLIN").

RECITALS:

- A. ZEPLIN owns real, property in Taylor, Texas, located in the J. Pharrass survey, which property ZEPLIN shall dedicate by plat of record ("Plat") and in which Plat there shall be at least the following:
 - 1. one lot of approximately 2.3 acres herein after referred to as the "Hotel Lot"; and
 - 2. a street dedicated to the public from Highway 95 to and accessing the Hotel Lot ("Hotel Street").
- B. ZEPLIN shall sell the Hotel Lot to Sadya Capital LLC ("Sadya") and Sadya shall construct a ("Hotel") and operate a hotel business on the Hotel Lot which hotel shall be of the type and quality approved by the City prior to construction and shall have a construction cost of no less than Three Million Six Hundred Thousand and No/100 Dollars ("\$3,600,000.00").
- C. The Hotel is an economic benefit to the City and will provide lodging and public meeting rooms as an economic benefit to the City.
- D. ZEPLIN requested a grant from the City to pay the Hotel Street construction cost.
- E. The City has agreed to pay one half (1/2) of the Hotel Street construction cost in an amount not to exceed Eighty Thousand and No/100 Dollars (\$80,000.00) and the CITY payment will be in the form of a reimbursement grant under the terms and conditions of this Agreement. ZEPLIN and the Taylor Economic Development Corporation ("TEDC") have entered into a separate agreement for additional payments to ZEPLIN under the terms of a separate agreement between them which is attached hereto as Exhibit "A" and incorporated by referenced herein. The total payment to ZEPLIN from the City shall not

exceed Eighty Thousand and No/100 Dollars (\$80,000.00).

- F. The Hotel Street as shown in the Plat shall be constructed by ZEPLIN using engineer plans and specifications approved by the City prior to construction ("Plan").
- G. ZEPLIN must comply with all ordinances, rules, regulations, and laws pertaining to the Hotel Street construction and no prior City Plat, Plan or construction approval is given or should be inferred by virtue of this Agreement.
- H. This Agreement is contingent upon and shall be subject to Sadya's purchase of the Hotel Lot, Sadya's construction of the Hotel required in this Agreement and required in a separate 380 Agreement between the City and Sadya, which is attached hereto as Exhibit "B" and incorporated by reference herein, and ZEPLIN's construction of the Hotel Street.
- I. The City can deny the Hotel Street grant to ZEPLIN at any time prior to the grant payment based upon ZEPLIN's default under this Agreement or Sadya's failure to construct the Hotel.
- J. The Hotel Street must be accepted after construction by the City as a public improvement.
- K. The City has determined the Hotel Street will benefit economic development in the City.
- M. The City will reimburse ZEPLIN for the Hotel Street construction cost, in an amount not exceeding Eighty Thousand and No/100 dollars (\$80,000.00), as a grant upon completion of the Hotel Street construction, acceptance of the Hotel Street as a public improvement by the City, and issuance of a certificate of occupancy for the Hotel in the time and manner required by this Agreement and the Sadya 380 Agreement with the City.

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

AGREEMENT:

The purpose of this Agreement is to promote economic development contemplated by Chapter 380 and the Development Corporation Act and Chapter 501 of the Texas Local Government Code.

1. RECITALS. The Recitals are incorporated into the Agreement.

2. AUTHORITY. The CITY'S execution of this Agreement is authorized by Chapters 380 and 501 of the Texas Local Government Code, and City Ordinance. ZEPLIN's execution of this Agreement constitutes a valid and binding obligation of ZEPLIN.

3. COMPLIANCE. ZEPLIN shall be obligated at all times to comply with all terms and provisions of this Agreement in order to receive the economic benefits described within this Agreement. The CITY shall be entitled to withhold economic benefits granted under this Agreement if ZEPLIN defaults under this Agreement in addition to all other relief provided to the CITY by this Agreement, under law, and in equity.

3. CONDITIONS TO 380 GRANTS. As conditions precedent and subsequent to any grant, the following is required:

A. PLAN: ZEPLIN must construct the Hotel Street shown in the Plat according to the Plan in compliance with this Agreement and in compliance with all ordinances, rules and regulations and laws pertaining to the Hotel Street.

B. TIME: Construction of the Hotel Street shall be completed and accepted by the City on or before January 1, 2017.

C. CERTIFICATE OF OCCUPANCY. A certificate of occupancy for the Hotel must be issued on or before January 1, 2017.

D. REIMBURSEMENT: The City will reimburse ZEPLIN as a grant an amount not to exceed Eighty Thousand and No/100 Dollars for actual Hotel Street construction costs.

E. METHOD OF REIMBURSEMENT: After acceptance of the Hotel Street by the City and issuance of the certificate of occupancy by the City for the Hotel, the reimbursement will be based on the invoices furnished to the City showing prior payment by ZEPLIN for the Hotel Street's actual construction cost, but in an amount not exceeding Eighty Thousand and No/100 Dollars (\$80,000.00).

F. ASSIGNMENT OF RISK: The City shall not be obligated to fund the grant allowed in this Agreement if the City determines Sadya will not construct the Hotel, Sadya, or a Sadya Operating Entity as defined in the Sadya and City 380 Agreement, will not operate the Hotel as a business on the Hotel Lot, Sadya's default under its 380 agreement with the City, or ZEPLIN defaults under this Agreement. Any costs incurred by ZEPLIN for the Hotel Street or performance under this Agreement prior to the reimbursement grant shall be at the sole risk, cost, and expense of ZEPLIN.

4. INSPECTIONS. Employees or designated representatives of the City shall be entitled to inspect the Hotel Street during construction to verify and substantiate ZEPLIN's compliance with this Agreement.

5. INFORMATION. The City shall be entitled to request information from ZEPLIN deemed by the CITY to be reasonable or necessary to verify ZEPLIN's compliance with this Agreement or entitlements under this Agreement.

6. TERM. This Agreement shall become enforceable upon execution by the CITY and ZEPLIN and shall be effective as of the date of this Agreement. This Agreement shall terminate upon the CITY'S payment to ZEPLIN of the 380

grant required by the City, or upon ZEPLIN'S default under this Agreement.

7. COVENANTS, WARRANTIES, OBLIGATIONS AND DUTIES. ZEPLIN makes the following covenants and warranties to the CITY, and agrees to timely and fully perform the following obligations and duties. Any false or substantially misleading statement contained herein or failure to timely and fully perform as required in this Agreement shall be an act of default by ZEPLIN. Failure to comply with any one covenant or warranty shall constitute an act of default by ZEPLIN.

A. No litigation or governmental proceeding is pending or, threatened against ZEPLIN that may result in any material adverse change in ZEPLIN. No consent, approval or authorization of or registration or declaration within any governmental authority is required in connection with the execution of this Agreement or the transactions contemplated hereby.

B. No certificate or statement delivered by ZEPLIN to the CITY in connection with this Agreement, or in connection with any transaction contemplated herein, contains any untrue statement or fails to state any fact necessary to keep the statements contained herein from being misleading.

C. There are no bankruptcy proceedings or other proceedings currently pending or contemplated, and ZEPLIN has not been informed of any potential involuntary bankruptcy proceedings.

D. To the best of its knowledge, ZEPLIN has acquired and maintained all necessary rights, licenses, permits and authority to construct the Hotel Street in Taylor, Texas, and will continue to use its best efforts to maintain all necessary rights, licenses, permits and authority.

E. ZEPLIN shall timely pay all taxes and fees due and owing by it to all taxing authorities having jurisdiction.

F. ZEPLIN shall timely and fully comply with all the terms and conditions of this Agreement.

G. ZEPLIN agrees that, as to all of the programs and activities arising out of this Agreement, it shall comply fully with all Civil Rights Acts and specifically will not discriminate against any person on the basis of race, color, national origin, sex, or by reason of being disabled.

H. ZEPLIN hereby certifies that it does not knowingly employ and will not hereafter employ an undocumented worker as defined in Chapter 2264, Texas Government Code. In addition, ZEPLIN shall execute the Condition on Receipt of Public Subsidies/Agreement Regarding Repayment of Interest attached hereto as Exhibit "C" attached hereto and incorporated by reference herein.

I. ZEPLIN shall construct the Hotel Street and comply with all federal, state and local laws, rules and regulations applicable to it, the Plan and the Plat during the term of this Agreement.

8. MUTUAL ASSISTANCE. CITY and ZEPLIN will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement, and to aid and assist each other in carrying out such terms and provisions in order to put each other in the same economic condition contemplated by this Agreement regardless of any changes in public policy, the law or taxes or assessments.

9. DEFAULT. If the CITY or ZEPLIN should default in the performance of any obligations of this Agreement, the other party shall provide such defaulting party written notice of the default, and a minimum period of fifteen (15) days to cure such default, prior to instituting an action for breach or pursuing any other remedy for default. If the CITY or ZEPLIN remains in default after notice and opportunity to cure, the non-defaulting party or parties shall have the right to pursue any remedy at law or in equity for the breach. In addition, the CITY shall have the right to terminate all economic benefits and seek any other relief provided in this Agreement.

9. ATTORNEY'S FEES. In the event any legal action or proceeding is commenced between the CITY and ZEPLIN to enforce provisions of this Agreement and recover damages for breach, the prevailing party in such legal action shall

be entitled to recover its reasonable attorney's fees and expenses incurred by reason of such action, unless prohibited by law.

10. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties.

11. BINDING EFFECT. This Agreement shall be binding on and inure to the benefit of the parties, their respective successors and assigns. No other persons or entities may enforce this Agreement or claim any benefits under this Agreement. There are no oral agreements between the parties hereto with respect to the subject matter hereof. This Agreement shall be subject to change or modification only with the mutual written consent of both parties.

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13. NOTICE. Any notice and or statement required and permitted to be delivered shall be deemed delivered by actual delivery, facsimile with receipt of confirmation, or by depositing the same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addressed:

If to the City:

City of Taylor
400 Porter Street
Taylor, Texas 76574
Attention: City Manager
Telephone: 512-352-3676
Fax: 512-352-8255

If to ZEPLIN:

HARRY ZEPLIN
800 County Road 366
Taylor, Texas, 76574

14. INTERPRETATION. Each of the parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, however its meaning or application, be interpreted fairly and

reasonably and neither more strongly for or against any party.

15. APPLICABLE LAW. This Agreement is made, and shall be construed and interpreted, under the laws of the State of Texas and venue shall be in the State courts of Williamson County, Texas.

16. SEVERABILITY. In the event any provisions of this Agreement are illegal, invalid or unenforceable under present or future laws, and in that event, it is the intention of the parties that the remainder of this Agreement shall not be affected. It is also the intention of the parties of this Agreement that in lieu of each clause and provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

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19. NO JOINT VENTURE. It is acknowledged and agreed by the parties that the terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the parties. The CITY, their past, present and future officers, elected officials, employees and agents do not assume any responsibilities or liabilities to any third party in connection with ZEPLIN.

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

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

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of economic development contemplated by Chapter 380 and the Development Corporation Act, Chapter 501 of the Texas Local Government Code. The 380 Agreement with Sadya is an integral condition to this Agreement. ZEPLIN acknowledges Sadya's compliance with the Sadya 380 Agreement is a condition to this Agreement.

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

23. EXHIBITS. The following Exhibits are attached and incorporated by reference for all purposes:

*Exhibit "A"; TEDC and ZEPLIN separate agreement;
Exhibit "B"; Sadya's Chapter 380 Agreement with the City;
Exhibit "C"; the Condition of Receipt of public subsidies/Agreement Regarding Repayment of Interest.*

Dated this the 5th day of FEB, 2015.


HARRY ZEPLIN

CITY OF TAYLOR, TEXAS, a home rule CITY

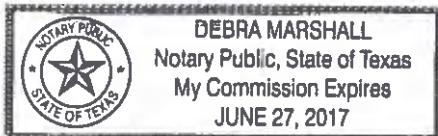
By: Isaac D. Turner
Its: City Manager

STATE OF TEXAS,

COUNTY OF WILLIAMSON.

BEFORE ME, the undersigned authority, on this day personally appeared Harry Zeplin (Harry Zeplin), known to me to be the person whose name is subscribed to the foregoing instrument, and swore and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated and as the act and deed of ZEPLIN.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 5th day of February ~~2014~~ 2015.



Debra Marshall
Notary Public in and for
the State of T E X A S

STATE OF TEXAS,

COUNTY OF WILLIAMSON.

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2014.

Notary Public in and for
the State of T E X A S

EXHIBIT "A"

Infrastructure Improvement Project Agreement

This Infrastructure Improvement Project Agreement is by and between Harry Zeplin (hereinafter referred to as "Zeplin"), and the Taylor Economic Development Corporation, a Texas nonprofit corporation (hereinafter referred to as "TEDC").

Background and Project Description

- A. TEDC is an economic development corporation governed by the Texas Development Corporation Act (the "Act") and the Texas Non-Profit Corporation Act authorized to provide funding for qualifying economic development projects.
- B. Texas Local Government Code §501.103, in pertinent part, defines the term "project" to include expenditures that are found by board of directors to be required or suitable for the infrastructure necessary to provide or develop new or expanded business enterprises, limited to: (1) streets and roads, road spurs, water and sewer, utilities or gas utilities, drainage, site improvements, and related improvements; (2) telecommunications and internet improvements; or, (3) beach remediation along the Gulf of Mexico.
- C. Harry Zeplin owns unimproved real property located in Taylor, Texas. Zeplin has entered into a letter of intent to sell a portion of his property to Nimesh Patel and Pilit Patel, said property being approximately 78,400 square feet of land, subject to a survey and final plat of the J. Pharrass Survey, Williamson County, Texas, for the construction of a hotel.
- D. Currently, there is no road or street access to the prospective hotel site from State Highway 95 nor is electric or water utility services available to such site.
- E. Zeplin has applied to the TEDC for financial assistance necessary to facilitate construction of a road from Highway 95 to the hotel site and construction of necessary electrical and water utility infrastructure to such site.
- F. TEDC has determined that expenditures toward the construction of the road and utility infrastructure to the hotel site a necessity to provide and develop new business enterprises (i.e. hotel) that such is consistent with the purposes of the act and meet the definition of "project" "costs" as those terms are defined and used in the act.

NOW, THEREFORE, for and in consideration of the agreements below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, TEDC and Zeplin agree as follows:

1. DEFINITIONS. The following words will have the following meanings when used in this Agreement:

Act. The word "Act" means the Texas Development Corporation Act.

Agreement. The word "Agreement" means this Infrastructure Improvement Project Agreement and any exhibits or schedules that may be attached to this Agreement from time to time.

EXHIBIT "A"

Effective Date. The words "Effective Date" mean _____, 2015.

Event of Default. The words "Event of Default" mean and include any event of default described in §6 of this Agreement.

Related Documents. The words "Related Documents" mean and include, without limitation, all instruments and documents whether now or hereafter existing executed in connection with this agreement.

Term. The word "Term" means the period of time that this Agreement is in effect. The Agreement will commence on the Effective Date and will be in effect for twenty-four (24) months from the Effective Date, unless terminated sooner pursuant to the provisions herein.

2. **TEDC's Obligations**

2.1 **Expenditures.** TEDC agrees to fund up to \$80,000.00 (which shall be calculated to be 50% of the estimated costs of construction of the road and installation of electrical and water utility infrastructure to the hotel site. Project funding shall be paid in two installments as more particularly set forth in Section 3.1 of this agreement. Should the actual cost of the road and electric and water utility infrastructure be less than \$160,000.00, TEDC shall only pay 50% of that lower amount. (Example: If the total cost of the infrastructure for the road, electric and water utilities is \$150,000.00, TEDC would only be required to pay the sum of \$75,000.00. If road construction and electrical and water utility infrastructure is \$180,000.00, TEDC shall only be required to pay \$80,000.00 toward the project.)

3. **Project Funding and Payment.**

3.1 **Funding.** TEDC will advance one-half of its project funding within five days of the receipt from Zeplin of invoices for road construction and utility infrastructure construction along with the contractor's certificate of road completion. Funds will be in the form of check made payable to the contractor and Zeplin and delivered to either Zeplin or directly to the contractor. TEDC will advance the remaining one-half of the project funding upon receipt of a copy of the new hotel's certificate of occupancy. The second advance shall be paid directly to Zeplin. TEDC shall be under no obligation to advance any funds provided for in this agreement should the hotel fail to obtain its certificate of occupancy within twenty-four (24) months of the effective date of this agreement. If the road and utility infrastructure have been completed within the twenty-four (24) month term, but the hotel has not received its certificate of occupancy before the expiration of the term, TEDC shall be under no obligation to advance additional funds or make further expenditures provided for in this Agreement.

3.2 **Unauthorized Use of Funds.** If TEDC discovers that Zeplin has used or is using the advanced funds for purposes other than those for the construction of the access road and/or electrical and water utility infrastructure or reimbursement to Zeplin for like funds he has himself paid or advanced for such items, such use of funds will be an event of default.

EXHIBIT "A"

4. **Reporting and Monitoring.**

4.1 **Site Visits.** Zeplin will allow TEDC representatives to visit its property and project site in Taylor, Texas, during regular business hours after 24 hour notice for purposes of verifying construction of the road and infrastructure project.

4.2 **Record Access.** Zeplin will provide TEDC with copies of all road and infrastructure plans, invoices and other documents related to the design, construction and completion of the road and electrical and water utility infrastructure. The confidentiality of such records and information will be strictly maintained by the TEDC and less disclosure of such records and information shall be required by law.

5. **Zeplin's Covenants, Representations and Warranties.**

5.1 To Comply with all Terms, Conditions and Provisions set forth in this Agreement and related documents.

5.2 The execution of this Agreement and the related documents has been duly authorized by Zeplin and authorization is not in contravention of any law, rule, regulation or any agreement or instrument to which Zeplin is a party or by which it may be bound.

5.3 Zeplin is acting in his own individual capacity and not acting as an agent for any third party.

5.4 Persons executing this agreement and related documents on Zeplin's behalf have full authority to execute this agreement and related documents and bind Zeplin to same.

5.5 The representations made in this agreement and related documents are true and accurate in all respects.

5.6 To acquire all necessary rights, licenses, permits, and authority to carry on its business in the State of Texas and to maintain all such necessary rights, licenses, permits, and authority for the duration of this Agreement.

5.7. To Zeplin's knowledge, no litigation or governmental proceeding is pending, threatened against, or affecting Zeplin that could result in any material adverse change in Zeplin's business, properties, or operation and that no consent, approval, authorization, registration, or declaration with any governmental authority is required in connection with the execution of this Agreement, the Related Documents or the transactions contemplated herein.

5.8. There are no bankruptcy proceedings or other proceedings currently pending or contemplated, and Zeplin has not been informed of any potential involuntary bankruptcy proceedings.

5.9. No certificate or statement delivered by Zeplin to the TEDC in connection with this Agreement, the Related Documents, or any transaction contemplated therein contains any untrue statement or fails to state any fact necessary to keep the statements from being misleading.

EXHIBIT "A"

5.10. All funds Zeplin receives under this Agreement will be used solely for the approved "costs" of this "project" related to the infrastructure necessary to provide or develop new or expanded business enterprises as those terms are defined in §501.103 of the Act and as outlined in §3.2 of this Agreement, such funds to be advanced in accordance with §3.1 of this Agreement.

5.11 To timely pay all taxes due and owing by it to all taxing authorities having jurisdiction, including all employment, income, franchise, and all other taxes due and owing by it to all local, state and federal entities.

5.12 To comply fully with all applicable state and federal law, including not discriminating against any person on the basis of race, color, national origin, sex or disability.

5.13 To maintain and provide proof of adequate insurance at replacement value for his entire operations located in Taylor, Texas for the Term of this Agreement and to provide proof of such insurance to the TEDC.

5.14 Zeplin does not and will not knowingly employ an undocumented worker as defined by §2264.001(4) of the Texas government Code. *(Texas Government Code §2264.051 requires a business that receives a public subsidy to certify that the business or a branch, division, or department of the business does not and will not knowingly employ an undocumented worker as defined in Texas Government Code §2264.001(4). If during the Term of this Agreement, Zeplin is convicted of such a violation under 8 U.S.C. §1324a(f), Zeplin must repay the amount of the public subsidy with interest, at the rate specified in the Note and according to the terms of this Agreement, no later than the 120th day after the date TEDC notifies Zeplin of the violation.)*

6. Default and Remedies.

6.1. The following shall constitute an act of default and breach of this agreement:

6.1.1 **Reporting and Monitoring.** Zeplin's refusal to fully comply with the reporting and monitoring requirements set forth in §5 of this Agreement.

6.1.2 **Force Majeure.** Zeplin's failure to use its best efforts to correct, remove, or abate any delays covered by §6.4 of this Agreement.

6.1.3 **False Statements.** The discovery by TEDC of any warranty, representation, or statement made or furnished to TEDC by or on behalf of Zeplin under this Agreement or the Related Documents that is false or misleading in any material respect, either now or at the time made or furnished.

6.1.4 **Insolvency.** Zeplin's insolvency, appointment of receiver for any part of Zeplin's property, any assignment for the benefit of credits of Zeplin, any type of creditor workout for Zeplin, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Zeplin.

6.1.5 **Other Defaults.** Any other failure by Zeplin to timely and fully comply with any terms or condition of this Agreement or the Related Documents.

EXHIBIT "A"

6.2 Effect of Event of Default. If an Event of Default occurs and is not completely cured or corrected by Zeplin within 30 days after written notice from TEDC to do so, TEDC may terminate this Agreement and pursue all legal remedies available to it in law or in equity. All commitments of TEDC under this Agreement will terminate immediately (including any obligation to make expenditures).

6.3 Delayed Notice. Any delay for any amount of time by TEDC in providing notice of default to Zeplin will not be deemed to constitute any waiver by TEDC of such default or of any rights and remedies available in law or in equity to TEDC.

6.4 Force Majeure. If force majeure events beyond Zeplin's control prevent Zeplin from performing under this Agreement, Zeplin must provide written notice of its nonperformance and the specific reasons therefore to TEDC at the time of the event. In such case, upon a reasonable showing by Zeplin that it has immediately and in good faith commenced and is diligently and continuously pursuing the correction, removal, or abatement of such nonperformance by using its best efforts, TEDC may waive or excuse such delays, which waiver or excuse will not be unreasonably withheld. Any such waiver or excuse granted by TEDC of any nonperformance will not be deemed or constitute a waiver or excuse of any other existing or future nonperformance by Zeplin or of any subsequent nonperformance by Zeplin arising from the same event. No event will be considered a force majeure event unless TEDC receives the written notice provided for herein.

6.5. Cumulative Remedies. The rights and remedies provided by this Agreement and the Related Documents are cumulative and, unless otherwise provided in this Agreement, are not exclusive of any rights and remedies provided by law.

7. INDEMNIFICATION.

7.1 Indemnification. Zeplin will indemnify and defend TEDC and TEDC's agents, employees, officers, and directors at all times after the date of this Agreement against the following:

7.1.1 Any liability, loss, damages (including punitive damages) claim, settlement payment, cost, expense, interest, award, judgment, diminution in value, fine, fee, penalty, or other charge, including any Litigation Expenses (as defined in §7.1.2 below), caused by, arising out of or relating to Zeplin's or Zeplin's agents', employees', licensees', or invitees' execution or performance of this Agreement, the Related Documents, or any obligations thereunder.

7.1.2 Litigation Expenses is defined as any court filing fee, court costs, mediation fee or cost, arbitration fee or cost, witness fee, and each other fee and cost of investigating and defending any third-party claim or asserting any claim for indemnification under or relating to this Agreement or the Related Documents, including, without limitation, in each case, attorney's fees, other professional fees, and disbursements.

EXHIBIT "A"

7.2 Exception to Indemnification. Zeplin will have no obligation to indemnify TEDC with respect to any liability, loss, damages (including punitive damages) claim, settlement payment, cost, expense, interest, award, judgment, diminution in value, fine, fee, penalty, or other charge resulting from the negligence or willful misconduct of TEDC or the breach by TEDC of this Agreement.

7.3 Third Party Claims.

7.4 Notice to Third-Party Claim. If any third party makes any claim or brings any action, suit, or proceeding against TEDC (a "Third-Party Claim"), TEDC must notify Zeplin in writing, and in reasonable detail, of the Third-Party Claim reasonably promptly, but in no event later than 10 business days after TEDC's receipt of written notice of the Third-Party Claim. If TEDC fails to give proper notice, Zeplin is still obligated to indemnify TEDC, except that Zeplin is not liable for any Litigation Expenses TEDC incurs during the period in which it failed to give proper notice.

7.4.1 Zeplin's Assumption of the Defense. If Zeplin wishes to assume the defense of the Third-Party Claim, it shall do so by sending notice of the assumption to TEDC. Zeplin's assumption of the defense acknowledges its obligation to indemnify. Promptly after sending the notice, Zeplin shall choose and employ independent legal counsel reasonably acceptable to TEDC. After sending the notice, Zeplin is entitled to contest, pay, settle or compromise the Third-Party Claim as it may determine, subject to the provisions of §7.4.4.

7.4.2 TEDC's Right to Undertake the Defense. Notwithstanding the provisions of §7.4.4, TEDC is entitled to participate in the defense of any Third-Party Claim at TEDC's expense with counsel of its own choosing as attorney of record. TEDC is also entitled to participate in the defense of a Third-Party Claim and to defend a Third-Party Claim with or without the participation of Zeplin if (1) Zeplin fails or refuses to defend the Third-Party Claim on or before the 10th day after TEDC has given written notice to Zeplin of the Third-Party Claim, (2) representation of the Zeplin and TEDC by the same counsel would result in a conflict of interest, or (3) TEDC reasonably concludes that Zeplin lacks the ability to effectively defend the claim or lacks the financial ability to indemnify as required herein.

7.4.3 Litigation Expenses. Zeplin will pay on demand the Litigation Expenses incurred by TEDC to and including the date Zeplin assumes the defense of the third-Party Claim. Upon Zeplin's assumption of the defense of the Third-Party Claim, Zeplin's obligation ceases for any Litigation Expenses TEDC subsequently incurs in connection with the defense of the Third-Party Claim. Despite the previous sentence, Zeplin will pay TEDC's Litigation Expenses, if (1) TEDC has employed counsel in accordance with §7.4.3, or (2) Zeplin has authorized TEDC in writing to employ legal counsel.

7.4.4 Compromise and Settlement of Third-Party Claims. If Zeplin assumes the defense of a Third-Party Claim, it may not affect any

EXHIBIT "A"

compromise or settlement of the Third-Party Claim without TEDC's consent and TEDC has no liability with respect to any compromise or settlement of any Third-Party Claim affected without its consent. Notwithstanding the foregoing, Zeplin may effect a compromise or settlement of any Third-Party Claim without TEDC's consent if the following three conditions are met:

7.4.4.1 There is no finding or admission of any violation of law or any violation of the rights of any person, and there is no effect on any other claim that may be made against TEDC.

7.4.4.2 The sole relief provided is monetary damages that are paid in full by Zeplin.

7.4.4.3 The compromise or settlement include, as an unconditional term, the claimant's or the plaintiff's release of TEDC, in form and substance satisfactory to TEDC, from all liability in respect of the Third-Party Claim.

8. **Miscellaneous Provisions.**

8.1 **Termination.** This Agreement may be terminated by mutual agreement of the parties or by TEDC upon Zeplin's default. The termination of this Agreement will extinguish all rights, duties, obligations, and liabilities of TEDC and Zeplin under this Agreement, except that all rights, duties, liabilities, and obligations accrued prior to such termination, specifically including Zeplin's duty to indemnify and defend, will survive termination.

8.2 **TEDC's Default.** In the event any act or omission is judicially determined to be an act of default by TEDC under the terms of this Agreement, TEDC will only be liable to Zeplin for the amount of funds advanced to Zeplin and/or his contractors and TEDC will not be liable to Zeplin for any other actual or consequential damages, direct or indirect, interest, attorney fees, costs of court, or other costs arising as a result.

8.3 **City Approval.** Zeplin agrees and understands that Texas Local Government Code §SO 1.073(a) requires the city council of the City of Taylor, Texas, to approve all programs and expenditures of TEDC.

8.4 **Notices.** Correspondence and notices concerning this Agreement shall be given in writing and will be deemed received when delivered personally or when received if sent by certified or registered mail, return receipt requested, to the parties at the addresses below. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Zeplin agrees to keep TEDC informed at all times of Zeplin's current address for receiving mail.

If to Zeplin: Harry Zeplin
800 CR 366
Taylor, Texas 76574

EXHIBIT "A"

If to TEDC: Taylor Economic Development Corporation
P. O. Box 975
Taylor, Texas 76574

With a copy for: Leland R. Enochs
P. O. Box 751
Taylor, Texas 76574

8.5 **Entire Agreement.** This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement.

8.6 **Amendment and Modification.** This Agreement may be amended or modified only by a written instrument signed by both parties that specifically identifies the change. No amendment or modification to this Agreement will be effective unless given in writing and signed by the party sought to be charged by the amendment or modification.

8.7 **Applicable Law and Venue.**

8.7.1 This Agreement will be governed by and construed in accordance with the laws of the State of Texas, without regard to the principles of conflicts of law. Venue for any action by Zeplin under this Agreement shall lie in the district court of Williamson County, Texas, or in the U.S. District Court for the Northern District of Texas, Austin Division.

9.7.1. Notwithstanding the foregoing, TEDC expressly reserves the right to enforce its rights under this Agreement and the Related Documents under any applicable state law and in any applicable jurisdiction it deems necessary or appropriate.

8.8. **Assignment.** This Agreement is personal to Zeplin and TEDC and may not be assigned without the express written consent of both.

8.9 **Further Assurances.** In connection with this Agreement and the transactions contemplated herein, each party agrees to execute and deliver any additional documents and instruments and perform any additional acts that may be necessary or appropriate to effectuate and perform the provisions of this Agreement and those contemplated transactions.

8.10 **Binding Obligation.** This Agreement shall become a binding obligation on the parties upon execution by all signatories hereto. TEDC warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.

8.11 **Legal Relationships.** Nothing contained in this Agreement or the Related Documents shall be deemed or construed by the parties hereto, nor by any third-party, as creating a relationship between the parties other than the relationship of Zeplin and TEDC. The City of Taylor is a third-party beneficiary and not a direct party to this Agreement.

8.12 **No Construction against Draftsman.** No provision of this Agreement shall be interpreted for or against any party because that party or its legal representative drafted the provision.

EXHIBIT "A"

8.13 Attorney's Fees and Costs. If either Zeplin or TEDC initiates any action or proceeding in connection with this Agreement, the Related Documents, or involving the subject matter of this Agreement or the Related Documents, the prevailing party will be entitled to recover its attorneys' fees, court costs, interest, and other expenses from the nonprevailing party.

8.14 Caption Headings. Caption headings in this agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.

8.15 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will constitute the same document.

8.16 Severability. If a court finds any provision of this agreement or the Related Documents to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

8.17 Survival. All warranties, representations, and covenants made by Zeplin in this Agreement or in any certificate or other instrument delivered by Zeplin to TEDC under this agreement will be considered to have been relied upon by TEDC and will survive the making of the Loan, delivery to TEDC of the Related documents, and this Agreement, regardless of any investigation made by TEDC or on TEDC's behalf.

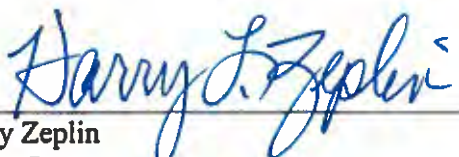
8.18 Time of the Essence. Time is of the essence in the performance of this Agreement.

8.19 Recitals. All recitals are incorporated into the body of this Agreement and will be considered part of the mutual covenants and consideration and that binds the parties.

8.20 Independent Counsel. This Agreement was drafted by the Law Firm of Leland R. Enochs on behalf of its client, the Taylor Economic Development Corporation. Zeplin is advised to consult independent counsel regarding the terms and conditions and the potential legal and tax effects of this Agreement and any Related Documents.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates indicated below.

ZEPLIN:



Harry Zeplin
Title: Owner
Date: 05 February 2015

EXHIBIT "A"

TEDC:

**TAYLOR ECONOMIC DEVELOPMENT
CORPORATION**

By: _____

Name: Sean Stockard

Title: President

Date: _____

EXHIBIT "A"

STATE OF TEXAS)

COUNTY OF WILLIAMSON)

This instrument was acknowledged before me on _____, 2015, by Sean Stockard, as the President of Taylor Economic Development Corporation, on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS)

COUNTY OF WILLIAMSON)

This instrument was acknowledged before me on February 5, 2015, by Harry Zeplin.

Debra Marshall

Notary Public, State of Texas

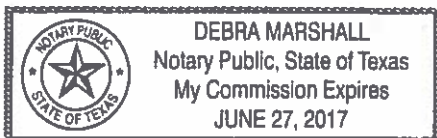


Exhibit "B"

SADYA CAPITAL LLC

AND

THE CITY OF TAYLOR, TEXAS,

CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT

This Economic Development Agreement ("Agreement") is entered into by and between the CITY OF TAYLOR, TEXAS, a Texas home rule municipal corporation ("CITY") and SADYA CAPITAL, LLC, a Texas Limited Liability Company ("SADYA").

WHEREAS, the CITY adopted Ordinance 2010-38 on September 9, 2010, ("Ordinance"), establishing and authorizing the CITY to make economic development grants; and

WHEREAS, the CITY is granting economic benefits to SADYA in recognition of the positive economic benefits to the CITY through SADYA's construction of a hotel complying with the following requirements and as further required in this Agreement ("Hotel"):

- a. the Hotel shall be a fifty-five (55) or more room business class Hotel whose brand shall be one of the following brands approved by the City ("Approved Brands"):

282 Comfort Suites Comfort Suites

<http://www.choicehotelsfranchise.com/comforftsuites/prototype/>

280 Comfort Inn

<http://choicehotelsfranchise.com/comfortinn/prototype/>

485 Fairfield Inn

<http://www.marriott.com/hotel-development/Fairfield-Inn-Suites.mi>

882 La Quinta Inn & Suites

<http://www.laquintafranchise.com/>

Exhibit "B"

133 Best Western Plus

<http://www.bestwesterndevelopers.com/hotels/upper-midscale-classic-plus.html>

195 Candlewood Suites

<http://development.ihg.com/BDW/s/candlewood>

a. Hotel in the CITY of one of the Approved Brands is required for the economic incentives offered by the CITY in this Agreement. Consequently, SADYA shall be obligated to construct and operate the Hotel using the guidelines required by the Approved Brands and as required herein.

b. the room doors shall open inside the Hotel and not to the outside;

c. the Hotel shall have one (1) or more public meeting rooms with a combined square footage usable by public meeting room occupants for a fee, which square footage shall not include storage capacity required for use of the public meeting rooms, in an amount of no less than One Thousand One Hundred (1,100) square feet;

d. the Hotel shall be of the type and quality approved by the City as a prerequisite condition to this Agreement, which approval shall be granted only to the Approved Brands;

e. the Hotel shall be constructed on the real property described as the Hotel Lot in a separate 380 Economic Agreement with Zeplin for construction of a street, which agreement is attached hereto and incorporated by reference herein as *Exhibit "A"*; and

f. SADYA shall operate the Hotel on the Hotel Lot as a Hotel business during the term of this Agreement. Notwithstanding, SADYA will be entitled to transfer the benefits accruing to SADYA for the economic incentives and reimbursement grants provided in this Agreement to one "Affiliated Entity" for the operation of the Hotel. As used in this Agreement, the term "Affiliated Entity" means any partnership, corporation, company, or legal entity controlled by NIMESH D. PATEL AND DILIP B. PATEL. For purposes of the definition of Affiliated Entity,

Exhibit "B"

the term "controlled by" shall mean the majority ownership interest in the Affiliated Entity. SADYA shall provide information required by the CITY to verify that the Hotel operation is controlled by SADYA or the Affiliated Entity. The City will, after verification of the Affiliated Entity ownership, permit the assigned economic incentives and reimbursement grants to be paid to the Affiliated Entity. Except with respect to the assignment of rights under this Agreement to the Affiliated Entity, SADYA shall not assign this Agreement or any of its right under this Agreement without the prior written consent of the CITY.

g. As used in this Agreement, the obligations, terms and conditions required for SADYA shall be deemed the same obligations, terms and conditions imposed on the Affiliated Entity in order to make this Agreement applicable to both. All remedies allowed by the CITY under this Agreement for default by SADYA shall be applicable to the Affiliated Entity. The Affiliated Entity shall execute instruments necessary to make it fully compliant with the terms and provisions of this Agreement as a condition for payment of the CITY Hotel Occupancy Tax reimbursement grants.

WHEREAS, the purpose of this Agreement is to promote economic development contemplated by Chapter 380 and the Development Corporation Act, Chapter 501 of the Texas Local Government Code, whereby SADYA shall construct the Hotel and operate the Hotel business in compliance with the CITY'S development approvals for the Hotel and Hotel business during the term of this Agreement, and in consideration the CITY will reimburse CITY ad valorem property and Hotel Occupancy taxes in accordance with the terms of this Agreement and grant other 380 economic benefits set forth herein; and

WHEREAS, SADYA, in consideration of this Agreement, agrees to construct the Hotel and develop and operate the Hotel business in conformance and compliance with the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits and promises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the CITY and SADYA agree as follows:

Exhibit "B"

AGREEMENT:

1. RECITALS. The Recitals are incorporated into this Agreement.

2. AUTHORITY. The CITY'S execution of this Agreement is authorized by Chapters 380 and 501 of the Texas Local Government Code, and the Ordinance. SADYA'S execution of this Agreement constitutes a valid and binding obligation of SADYA to construct the Hotel and operate the Hotel business.

3. COMPLIANCE. SADYA and an Affiliated Entity of SADYA shall be obligated at all times to comply with all terms and provisions of this Agreement in order to receive the economic benefits described within this Agreement. The CITY shall be entitled to withhold economic benefits granted under this Agreement if SADYA or the Affiliated Entity default under this Agreement, in addition to all other relief provided to the City in this Agreement, in law, and under equity.

4. CITY 380 GRANTS.

A. AD VALOREM TAX REIMBURSEMENT. The CITY will reimburse SADYA as follows:

For a period of five (5) years beginning on January 1, 2017, the CITY will annually reimburse to SADYA a Chapter 380 Payment equal to one hundred percent (100%) of the CITY ad valorem property tax paid on the Hotel, Hotel Lot, and the personal property owned by SADYA or the Affiliated Entity used in the Hotel, all of which shall be referenced as the Hotel in the remainder of this Paragraph 4.A.

For the year 2022, the CITY will reimburse to SADYA a Chapter 380 Payment equal to ninety percent (90%) of the CITY ad valorem property tax paid on the Hotel.

For the year 2023, the CITY will reimburse to SADYA a Chapter 380 Payment equal to seventy percent (70%) of the CITY ad valorem property tax paid on the Hotel.

For the year 2024, the CITY will reimburse to SADYA a Chapter 380 Payment equal to fifty percent (50%) of the CITY ad valorem property tax paid on the Hotel.

Exhibit "B"

For the year 2025, the CITY will reimburse to SADYA a Chapter 380 Payment equal to thirty percent (30%) of the CITY ad valorem property tax paid on the Hotel.

For the year 2026, the CITY will reimburse to SADYA a Chapter 380 Payment equal to ten percent (10%) of the CITY ad valorem property tax paid on the Hotel.

B. HOTEL OCCUPANCY TAX REIMBURSEMENT. The CITY will reimburse SADYA as follows:

For a period of five (5) years beginning on the date the Certificate of Occupancy is issued to the Hotel, the CITY will monthly reimburse to SADYA a Chapter 380 Payment equal to one hundred percent (100%) of the CITY Hotel Occupancy Tax paid on the Hotel.

Beginning on the sixth (6th) anniversary date from the date the Certificate of Occupancy is issued, the CITY will monthly reimburse to SADYA a Chapter 380 Payment equal to ninety percent (90%) of the CITY Hotel Occupancy tax paid on the Hotel.

Beginning on the seventh (7th) anniversary date from the date the Certificate of Occupancy is issued, the CITY will monthly reimburse to SADYA a Chapter 380 Payment equal to seventy percent (70%) of the CITY Hotel Occupancy Tax paid on the Hotel.

Beginning on the eighth (8th) anniversary date from the date the Certificate of Occupancy is issued, the CITY will monthly reimburse to SADYA a Chapter 380 Payment equal to fifty percent (50%) of the CITY Hotel Occupancy Tax paid on the Hotel.

Beginning on the ninth (9th) anniversary date from the date the Certificate of Occupancy is issued, the CITY will monthly reimburse to SADYA a Chapter 380 Payment equal to thirty percent (30%) of the CITY Hotel Occupancy Tax paid on the Hotel.

Beginning on the tenth (10th) anniversary date from the date the Certificate of Occupancy is issued, the CITY will monthly reimburse to SADYA a Chapter 380 Payment equal to ten percent (10%) of the CITY Hotel Occupancy tax paid on the Hotel.

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The CITY Hotel Occupancy Tax reimbursement grants shall terminate, if not terminated earlier, on the eleventh (11th) anniversary date from the date the Certificate of Occupancy is issued to the Hotel. The CITY Hotel Tax Reimbursement grants in the last year, or earlier termination date of this Agreement, shall be prorated to the termination date, if the termination is not at the end of a calendar year.

In the event SADYA obtains a Certificate of Occupancy for the Hotel prior to January 1, 2017, and if the Three Million Six Hundred Thousand and No/100 Dollars (\$3,600,000.00) construction cost required in 5.A. below is verified by the CITY, then in that event SADYA shall be entitled to receive CITY Hotel Occupancy Tax reimbursement grants from the date the Certificate of Occupancy is issued in the amount of the CITY Hotel Occupancy Tax reimbursement grant amount allowed for the year 2017. The CITY Hotel Occupancy Tax reimbursement grants may continue until the CITY Hotel CITY ad valorem property tax value is determined in 2017 by the Williamson Central Appraisal District. In the event the Hotel value is determined to be in compliance with 5.B. below, then in that event the CITY Hotel Occupancy Tax reimbursement grants shall continue as allowed in this Agreement.

C. In the event the Hotel value does not comply with 5.A. below, but a Certificate of Occupancy for the Hotel is issued prior to January 1, 2017, then in that event no tax reimbursement grants shall be paid to SADYA and this Agreement shall terminate without obligation to the CITY.

In the event the Hotel construction cost does not comply with 5.A. below or a Certificate of Occupancy is not issued to the Hotel prior to January 1, 2017, then in that event this agreement shall terminate without obligation to the CITY.

D. Notwithstanding anything stated in this Agreement to the contrary, SADYA must comply with the construction cost required in 5.A. below and must obtain the Hotel Certificate of Occupancy prior to January 1, 2017, and failure to so shall terminate this Agreement without obligation to the CITY. Hotel "construction costs" as used in this Agreement in regards to the Hotel shall

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include all development, engineering, architectural, material, labor, delivery, improvement, installation, and other costs incurred by SADYA or the Affiliated Entity in connection with the construction of the Hotel, including but not limited to costs incurred for the building of the Hotel, improvements necessary for access to the Hotel, utilities installation, storm water runoff improvements, loan costs, the purchase price for any real estate and easements necessary or appropriate for the construction of the Hotel, and other similar items.

E. WAIVER OF FEES. The CITY will waive all CITY building permit fees, impact fees and tap fees resulting from construction of the Hotel in which the Hotel business shall operate.

F. CASH GRANTS. The CITY will make an annual cash grant not exceeding Twenty Thousand and No/100 Dollars (\$20,000.00) to SAYDA on the same date the CITY is obligated make the CITY ad valorem property tax reimbursement grant to SADYA for the years 2017, 2018, 2019, 2020 and 2021 during the term of this Agreement ("Cash Grants"). The Cash Grant reimbursements shall be subject to the same valuation requirements for the Hotel, the reduction or termination provisions set forth in this Paragraph 5, and all other conditions of this Agreement.

5. REQUIRED CONDITIONS TO 380 GRANTS. Notwithstanding anything stated in this Agreement to the contrary, grant payments are conditioned upon SADYA'S compliance with this Agreement and are also subject to and conditioned upon, as conditions precedent and subsequent, to the following:

A. The Hotel must have a construction cost of no less than Three Million Six Hundred Thousand and No/100 Dollars (\$3,600,000.00), which shall be verified by the CITY prior to any grant payments. In the event the cost is less than Three Million Six Hundred Thousand Dollars and No/100 (\$3,600,000.00), this Agreement shall terminate with no further obligation on the CITY.

B. In the event the Hotel is valued less than Two Million Four Hundred Thousand and No/100 Dollars (\$2,400,000.00), but more than Two Million Two Hundred Thousand and No/100 Dollars (\$2,200,000.00), by the Williamson Central Appraisal District in any one the years of 2017, 2018, 2019, or 2020, during the term of

Exhibit "B"

this Agreement, the CITY ad valorem tax reimbursement grants, the Hotel Occupancy Tax reimbursement grants, and the Cash Grants shall be reduced to one-half (1/2) of the amount that would have been allowed in Paragraphs 4.A., 4.B. and 4.E. above. In the event the valuation is less than Two Million Two Hundred Thousand and No/100 Dollars (\$2,200,000.00) in the years 2017, 2018, 2019 or 2020, all CITY ad valorem tax reimbursement grants, CITY Hotel Occupancy Tax reimbursement grants, and Cash Grants shall terminate until the Hotel value again complies with the values required in this Paragraph 5.

C. In the event the Hotel is valued less than Two Million Six Hundred Thousand and No/100 Dollars (\$2,600,000.00), but more than Two Million Four Hundred Thousand No/100 Dollars (\$2,400,000.00), by the Williamson Central Appraisal District in any one the years of 2021, 2022, or 2023 during the term of this Agreement, the CITY ad valorem property tax reimbursement grants, the CITY Hotel Occupancy Tax reimbursement grants, and the Cash Grants shall be reduced to one-half (1/2) of the amount that would have been allowed in Paragraphs 4.A., 4.B. and 4.E. above. In the event the valuation is less than Two Million Four Hundred Thousand and No/100 Dollars (\$2,400,000.00), all CITY ad valorem property tax reimbursement grants, CITY Hotel Occupancy Tax reimbursement grants, and Cash Grants shall terminate until the Hotel value again complies with the values required in this Paragraph 5.

D. In the event the Hotel is valued less than Two Million Eight Hundred Thousand and No/100 Dollars (\$2,800,000.00), but more than Two Million Six Hundred Thousand and No/100 Dollars (\$2,600,000.00), by the Williamson Central Appraisal District in any one of the years of 2024, 2025, or 2026 during the term of this Agreement, the CITY ad valorem property tax reimbursement grants, the CITY Hotel Occupancy Tax reimbursement grants, and the Cash Grants shall be reduced to one-half (1/2) of the amount that would have been allowed in Paragraphs 4.A., 4.B. and 4.E. above. In the event the valuation is less than Two Million Six Hundred Thousand Dollars (\$2,600,000.00), all CITY ad valorem tax reimbursement grants, CITY Hotel Occupancy Tax reimbursement grants, and Cash Grants shall terminate until the Hotel value again complies with the values required in this Paragraph 5.

Exhibit "B"

E. All tax and cash reimbursement grants require compliance with the Hotel values required in this Agreement. All tax and cash reimbursement grants shall be reduced or cease when the Williamson Central Appraisal District Hotel value fails to meet the values required in this Agreement. The tax and cash reimbursement grants shall be reinstated when the Williamson Central Appraisal District value shows compliance with the Hotel values required in this Agreement.

F. The Hotel shall:

1. be no less than a fifty-five (55) room Hotel and strictly comply with the construction and operating requirements of the Approved Brands;

2. have room doors that open to the inside of the Hotel building and not outside the Hotel, requiring Hotel occupants to enter Hotel rooms from inside the Hotel;

3. the Hotel shall have one (1) or more public meeting rooms with a combined square footage usable by public meeting room occupants, which square footage shall not include storage capacity required for use of the public meeting rooms, in an amount of no less than One Thousand One Hundred (1,100) square feet;

4. be the type and quality approved by the CITY as one of the Approved Brands as a prerequisite to this Agreement;

5. be operated by SADYA or a SAYDA Affiliated Entity as a Hotel business during the term of this Agreement in compliance with the Approved Brands requirements and guidelines.

G. The Hotel must obtain a Certificate of Occupancy prior to January 1, 2017. Failure to obtain the Hotel certificate of occupancy prior to January 1, 2017, shall terminate this Agreement with no obligation to the CITY.

H. The Hotel must have a construction cost of no less than Three Million Six Hundred Thousand and No/100 Dollars (\$3,600,000.00), which shall be verified by the CITY prior to any grant payments. In the event the cost is less than Three Million Six Hundred Thousand Dollars

Exhibit "B"

and No/100 (\$3,600,000.00), this Agreement shall terminate with no obligation to the CITY.

I. SADYA and any Affiliated Entity of SADYA shall furnish the CITY information deemed to be reasonable or necessary to verify compliance with this Agreement and to determine if a Chapter 380 payment should be made.

6. With respect to each Chapter 380 Payment for reimbursement of CITY ad valorem property taxes described above, SADYA shall notify the CITY in writing of any sums paid by SADYA to the Williamson County tax collection authority in the form of CITY ad valorem property taxes during the term of this Agreement on or before February 1 each year during the term of this Agreement (the "Tax Notice"). The CITY's Chapter 380 Payments to SADYA with respect to the CITY ad valorem revenue shall be based on the amount stated in the Tax Notice, which shall be verified by the CITY. Chapter 380 Payments for CITY ad valorem property tax reimbursements shall be paid to SADYA by the CITY on an annual basis for the preceding year, on or before May 1 following the tax year for which they were paid. For example, the first Chapter 380 Payment for CITY ad valorem property tax reimbursement by the CITY to SADYA shall be based on taxes paid for the year 2017, and shall be paid on or before May 1, 2018, and the last such payment shall be based on taxes paid for the year 2026, and shall be paid on or before May 1, 2027.

With respect to each Chapter 380 Payment for reimbursement of the CITY Hotel Occupancy Tax, reimbursements will be made monthly based on the amount of the CITY Hotel Occupancy Tax actually paid by SADYA to the CITY. The City will reimburse SAYDA on or before three (3) months after the CITY Hotel Occupancy Tax payment to be reimbursed was received by the CITY.

All tax reimbursement grants shall be subject to adjustments by the CITY based on Hotel values required in this Agreement.

7. TERM. This Agreement shall become enforceable upon execution by the CITY and SADYA and shall be effective as of the date of this Agreement. This Agreement shall terminate as to the CITY Hotel Occupancy Tax reimbursement grants on the last date on which the CITY is obligated to reimburse a CITY Hotel Occupancy Tax

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monthly payment to SADYA and as to the CITY ad valorem property tax reimbursement on the last date on which the CITY is obligated to reimburse an CITY annual ad valorem property payment to SADYA, and as to the Cash Grants on the last date the CITY is obligated to pay a Cash Grant unless this Agreement is terminated earlier. Notwithstanding earlier termination, the agreement shall in no event terminate later than December 31, 2026.

8. SADYA OBLIGATIONS. In consideration of the CITY's establishment of this economic development program for the Hotel and Hotel business by the CITY, pursuant to Texas Local Government Code Chapters 380 and 501 and under the Ordinance to promote local economic development and stimulate business and commercial activity within the CITY, SADYA agrees to the requirements of this Agreement and shall require its Affiliated Entity to also comply with the terms and conditions of this Agreement as consideration for this Agreement.

9. COVENANTS, WARRANTIES, OBLIGATIONS AND DUTIES. SADYA makes, and shall require Affiliated Entity to make, the following covenants and warranties to the CITY, and agrees to timely and fully perform the following obligations and duties. Any false or substantially misleading statement contained herein or failure to timely and fully perform as required in this Agreement shall be an act of default by SADYA. Failure to comply with any one covenant or warranty shall constitute an act of default by SADYA.

A. No litigation or governmental proceeding is pending or, threatened against SADYA that may result in any material adverse change in SADYA. No consent, approval or authorization of or registration or declaration within any governmental authority is required in connection with the execution of this Agreement or the transactions contemplated hereby.

B. No certificate or statement delivered by SADYA to the CITY in connection with this Agreement, or in connection with any transaction contemplated herein, contains any untrue statement or fails to state any fact necessary to keep the statements contained herein from being misleading.

C. There are no bankruptcy proceedings or other proceedings currently pending or contemplated, and SADYA

Exhibit "B"

has not been informed of any potential involuntary bankruptcy proceedings.

D. To the best of its knowledge, SADYA has acquired and maintains all necessary rights, licenses, permits and authority to construct the Hotel and operate the Hotel business in Taylor, Texas, and will continue to use its best efforts to maintain all necessary rights, licenses, permits and authority.

E. SADYA and an Affiliated Entity of SADYA shall timely pay all taxes and fees due and owing by it to all taxing authorities having jurisdiction.

F. SADYA shall timely and fully comply with all the terms and conditions of this Agreement.

G. SADYA may not sell stock, assets or any ownership interest in SADYA CAPITAL, LLC, without prior written notice to and consent from the CITY.

H. SADYA agrees that, as to all of the programs and activities arising out of this Agreement, it shall comply fully with all Civil Rights Acts and specifically will not discriminate against any person on the basis of race, color, national origin, sex, or by reason of being disabled.

I. SADYA hereby certifies that it does not knowingly employ and will not hereafter employ an undocumented worker as defined in Chapter 2264, Texas Government Code. In addition, SADYA shall execute the Condition on Receipt of Public Subsidies/Agreement Regarding Repayment of Interest attached hereto as *Exhibit "B"* attached hereto and incorporated by reference herein.

J. SADYA shall construct the Hotel and conduct the Hotel business in compliance with all federal, state and local laws, rules and regulations applicable to it during the term of this Agreement.

10. MUTUAL ASSISTANCE. CITY and SADYA will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement, and to aid and assist each other in carrying out such terms and provisions in order to put each other in the same economic condition contemplated by this Agreement regardless of any changes in

Exhibit "B"

public policy, the law or taxes or assessments attributable to the Hotel or Hotel business.

11. DEFAULT. If either the CITY or SADYA should default in the performance of any obligations of this Agreement, the other party shall provide such defaulting party written notice of the default, and a minimum period of fifteen (15) days to cure such default, prior to instituting an action for breach or pursuing any other remedy for default. If the CITY or SADYA remains in default after notice and opportunity to cure, the non-defaulting party shall have the right to pursue any remedy under this Agreement, at law or in equity, for the breach. In addition, the CITY shall have the right to terminate all economic benefits under this Agreement.

12. ATTORNEY'S FEES. In the event any legal action or proceeding is commenced between the CITY and SADYA to enforce provisions of this Agreement and recover damages for breach, the prevailing party in such legal action shall be entitled to recover its reasonable attorney's fees and expenses incurred by reason of such action, unless prohibited by law.

13. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties. This Agreement may only be amended, altered or revoked by written instrument signed by the CITY and SADYA.

14. BINDING EFFECT. This Agreement shall be binding on and inure to the benefit of the parties, their respective successors and assigns as allowed in this Agreement. No other persons or entities may enforce this Agreement or claim any benefits under this Agreement except as allowed by this Agreement. There are no oral agreements between the parties hereto with respect to the subject matter hereof.

15. ASSIGNMENT. SADYA shall not assign this Agreement or all or any part of its rights and obligations arising under this Agreement except as allowed by this Agreement.

16. NOTICE. Any notice and or statement required and permitted to be delivered shall be deemed delivered by actual delivery, facsimile with receipt of confirmation, or by depositing the same in the United States mail, certified

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with return receipt requested, postage prepaid, addressed to the appropriate party at the following address:

IF TO SADYA: SADYA CAPITAL, LLC
 Attention: Nimesh Patel
 5002 Sendero Springs Drive
 Round Rock, Texas 78681

IF TO THE CITY: CITY OF TAYLOR, TEXAS
 CITY Manager
 400 Porter Street
 Taylor, Texas 76574
 512-352-3774

17. INTERPRETATION. Each of the parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, however its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any party.

18. APPLICABLE LAW. This Agreement is made, and shall be construed and interpreted, under the laws of the State of Texas and venue shall be in the State courts of Williamson County, Texas.

19. SEVERABILITY. In the event any provisions of this Agreement are illegal, invalid or unenforceable under present or future laws, and in that event, it is the intention of the parties that the remainder of this Agreement shall not be affected. It is also the intention of the parties of this Agreement that in lieu of each clause and provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

20. PARAGRAPH HEADINGS. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.

Exhibit "B"

21. NO THIRD PARTY BENEFICIARIES. This Agreement is not intended to confer any rights, privileges or causes of action upon any third party.

22. NO JOINT VENTURE. It is acknowledged and agreed by the parties that the terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the parties. The CITY, its past, present and future officers, elected officials, employees and agents do not assume any responsibilities or liabilities to any third party in connection with the Hotel or the Hotel business or the design, construction or operation of any portion of the Hotel or Hotel business.

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

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

25. ECONOMIC DEVELOPMENT. This Agreement is consistent with the CITY's economic development program and promotion of economic development contemplated by Chapter 380 and the Development Corporation Act, Chapter 501 of the Texas Local Government Code.

26. EXHIBITS. The following Exhibits are attached and incorporated by reference for all purposes:

Exhibit "A": "Zeplin 380 Agreement for Construction of a Street".

Exhibit "B": the Condition of Receipt of public subsidies/Agreement Regarding Repayment of Interest.

Exhibit "B"

Dated this the 26th of January, 2015.

SADYA CAPITAL, LLC,
a Texas Limited Liability Company

By: SADYA CAPITAL, LLC
Its: PRESIDENT

CITY OF TAYLOR, TEXAS,
a home rule CITY

By: ISAAC D. TURNER
Its: City Manager

EXHIBIT "C"

CONDITION ON RECEIPT OF PUBLIC SUBSIDIES/AGREEMENT REGARDING REPAYMENT OF INTEREST

WHEREAS, ZEPLIN has submitted an application to receive a public subsidy as defined in Chapter 2264, Texas Government Code (hereinafter "the Code"); and

WHEREAS, ZEPLIN has certified in said application that neither said business, nor a branch, division or department of said business knowingly employs or will hereafter knowingly employ an undocumented worker (as defined in the Code); and

WHEREAS the Code stated that if any business, or a branch, division, or department of the business, after receiving a public subsidy, is convicted of a violation under 8 U.S.C., Section 1324(f), the business shall be required to repay the amount of the public subsidy with interest; and

WHEREAS the Code requires that as a condition precedent to CITY OF TAYLOR, TEXAS providing such public subsidy, ZEPLIN must enter into a written agreement specifying the rate and terms of the payment of interest if ZEPLIN is required to repay the public subsidy.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS THAT THE CITY OF TAYLOR, TEXAS, and ZEPLIN hereby agree that if, after receiving a public subsidy from the CITY OF TAYLOR, TEXAS, ZEPLIN LLC is convicted of a violation of 8 U.S.C., Section 1324(f), that ZEPLIN shall repay the amount of the public subsidy together with interest at the rate of twelve (12) percent per annum, such interest to begin accruing on the date of such conviction and to continue until all sums owed under this agreement are paid. Such repayment plus said interest shall be due and payable not later than the 120th day after the date that the CITY OF TAYLOR, TEXAS, notifies ZEPLIN of the conviction.

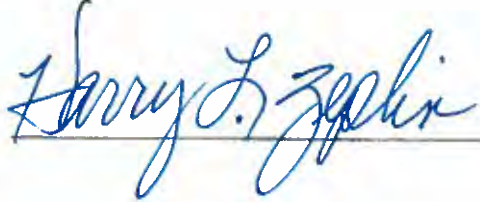
Interest on the public subsidy as referenced above shall not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law; any interest in excess of that maximum amount shall be credited on the repayment or, if that has been paid, refunded.

All payments due under this document shall be payable in Taylor, Williamson County, Texas.

In the event that a civil action is brought by a public agency, local taxing jurisdiction, the CITY OF TAYLOR, TEXAS, or the Texas Attorney General to recover any amounts owed to the CITY OF TAYLOR, TEXAS, under the Code and this agreement, the said party shall also be entitled to recover from ZEPLIN, all court costs and reasonable attorney's fees incurred in such action.

CITY OF TAYLOR, TEXAS

HARRY ZEPLIN

A handwritten signature in blue ink, reading "Harry L. Zeplin", is written over a horizontal line.

By: ISAAC D. TURNER
Its: CITY MANAGER



City Council Meeting February 12, 2015 Agenda Item Transmittal

Agenda Item #: 6
Agenda Title: Authorize the City Manager to enter into an agreement with the Williamson County Elections Division for election services for 2015.

Council Action to be taken: Approve by consent.

Initiating Department: City Clerk

Staff Contact: Susan Brock, City Clerk

1. INTRODUCTION/PURPOSE

The City has contracted with the Williamson County Elections Division since 2006 for election services. Each year the county provides trained staff, equipment, and all voting supplies for our election.

2. DESCRIPTION/ JUSTIFICATION

There are no changes in the contract from the previous year. The Voting Locations have not been included in the contract because additional sites will be added depending on how many more entities call an election. Our voting locations have already been determined and are listed in Resolution R15-3 approved by Council on January 8, 2015.

3. FINANCIAL/BUDGET

Costs for election services are based on the number of participating entities. Estimates are provided once the date has passed for calling an election and the county knows how many entities will be sharing the costs. Generally, for a regular council election our costs vary from \$3-7,000 depending on how many candidates are running and how many registered voters are on file.

4. TIMELINE CONSIDERATIONS

Contracts are due as soon as possible after the election is called.

5. RECOMMENDATION

Staff recommends council authorize the city manager to sign the attached contract for election services for the May 9, 2015 election.

6. REFERENCE FILES

- 6a. [Contract.](#)
- 6b. [Resolution R15-3](#) calling the May 9, 2015 election



**THE STATE OF TEXAS
COUNTY OF WILLIAMSON**

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

THIS Joint Election Agreement and Contract for Election Services ("Contract") is made by and between the Williamson County Interim Elections Administrator ("Elections Administrator") and political subdivisions ("Participating Authority" or "Participating Authorities") located entirely or partially inside the boundaries of Williamson County. The complete list of Participating Authorities will be available after the final day to cancel an election as prescribed by the Secretary of State's election calendar and will be listed as **Attachment A**.

This Contract is made pursuant to Texas Election Code Sections 31.092 and 271.002 and Texas Education Code Section 11.0581 for a joint election to be held on the uniform election date of May 9, 2015, and administered by, Kay Eastes, Williamson County Interim Elections Administrator. This Contract supersedes any and all prior contracts and agreements to conduct joint elections between a Participating Authority and the Williamson County Elections Office.

RECITALS

WHEREAS, each Participating Authority listed above plans to hold an election on May 9, 2015;

WHEREAS, Williamson County owns an electronic voting system, the Election System and Software (ES&S) iVotronic/M100/M650 Voting System (Version 3.0.1.1), which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and is compliant with the accessibility requirements for persons with disabilities set forth by Texas Election Code Section 61.012. The Participating Authorities desire to use Williamson County's electronic voting system, to compensate Williamson County for such use, and to share in certain other expenses connected with joint elections, in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended, and

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties, IT IS AGREED, as follows:

I. ADMINISTRATION

The Participating Authorities agree to hold a "Joint Election" with Williamson County, if applicable, and each other in accordance with Chapter 271 of the Texas Election Code and this Contract. The Elections Administrator shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this Contract. Each Participating Authority agrees to pay the Elections Administrator for equipment, programming, election personnel, supplies, services, and administrative costs as provided in this Contract. The Elections Administrator shall serve as the Election Officer for the Joint Election; however, each Participating Authority shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of each Participating Authority as necessary.

It is understood that other political subdivisions and districts may wish to participate in the use of Williamson County's electronic voting system and polling places, and it is agreed that the Elections Administrator may enter into other contracts for election services for those purposes, on terms and conditions generally similar to those set forth in this Contract. In such cases, costs shall be pro-rated among the participants according to Section XI of this Contract.

II. LEGAL DOCUMENTS

Each Participating Authority shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or the Participating Authority's governing body, charter, or ordinances, except that the Elections Administrator shall be responsible for the preparation and publication of all voting equipment testing notices that are required by the Texas Election Code. Election orders should include language that would not necessitate amending the order if any of the Early Voting and/or Election Day polling places change.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of each Participating Authority, including providing the text in English and Spanish. Each Participating Authority shall provide a copy of their respective election orders and notices to the Elections Administrator.

III. VOTING LOCATIONS

The Elections Administrator shall select and arrange for the use of and payment for all Election Day voting locations. Voting locations shall be compliant with the accessibility requirements established by Election Code Section 43.034 and the Americans with Disabilities Act (ADA). The proposed Election Day voting locations are listed in **Attachment B** of this Contract and may be amended. In the event a voting location is not available or appropriate, the Elections Administrator will arrange for use of an alternate location. The Elections Administrator shall notify the Participating Authorities of any changes from the locations listed in **Attachment B**.

If polling places for the May 9, 2015 joint election are different from the polling place(s) used by a Participating Authority in its most recent election, the authority agrees to post a notice no later than May 9, 2015 at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and stating the Participating Authority polling place names and addresses in effect for the May 9, 2015 election. This notice shall be written in both the English and Spanish languages.

IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

The Elections Administrator will recruit all election workers.

The Elections Administrator will take the necessary steps to insure that all election judges appointed for the Joint Election are eligible to serve and meet the eligibility requirements in Subchapter C of Chapter 32 of the Texas Election Code and meet any requirements to serve as an Election Worker set forth by the Williamson County Commissioners Court.

The Elections Administrator shall arrange for the training and compensation of all election judges, clerks, and election personnel. The Elections Administrator shall arrange for the date, time, and place for the presiding election judges to pick up their election supplies. As set forth in Sec. 32.009 of the Texas Election Code, each presiding election judge and alternate presiding judge shall be given written notice of their appointment. The notice from the Elections Administrator will include the time and location of training and distribution of election supplies and the number of election clerks the presiding judge may appoint.

Each election judge and clerk will receive compensation at the hourly rate established by Williamson County pursuant to Texas Election Code Section 32.091. The election judge, or his designee, will receive an additional sum of \$25.00 for picking up the election supplies prior to Election Day and for returning the supplies and equipment to the central counting station after the polls close.

The compensation rates established by Williamson County are:

Early Voting – Early Voting Supervisor (\$12 an hour), Clerks (\$10 an hour)
Early Voting – EV Mobile Team: Supervisor (\$14 an hour), Clerks (\$12 an hour)
Election Day – Presiding Judge (\$12 an hour), Alternate Judge (\$10 an hour), Clerk (\$10 an hour)

Election judges and clerks who attend voting equipment and procedures training shall be compensated at the hourly rates listed above. Election poll workers will be paid a flat fee of \$25.00, one time annually (per calendar year) for 100% completion of the Williamson County online poll worker training program.

The Elections Administrator may employ other personnel necessary for the proper administration of the election, including such part-time help as is necessary to prepare for the election, to ensure the timely delivery of supplies during early voting and on Election Day for the efficient tabulation of ballots at the central counting station, and for the post-election processes conducted by warehouse personnel. Part-time personnel working in support of the Early Voting Ballot Board and/or central counting station on election night will be compensated at the hourly rate set by Williamson County in accordance with Election Code Sections 87.005, 127.004, and 127.006.

In accordance with Sec. 31.098 of the Texas Election Code, the Elections Administrator is authorized to contract with third persons for election services and supplies. The actual cost of such third-person services and supplies will be paid by the Elections Administrator and reimbursed by the Participating Authorities.

V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Administrator shall arrange for all election supplies and voting equipment including, but not limited to, Williamson County's electronic voting system and equipment, official ballots, sample ballots, voter registration lists, and all forms, signs, maps and other materials used by the election judges at the voting locations. The Elections Administrator shall ensure availability of tables and chairs at each polling place and shall procure rented tables and chairs for those polling places that do not have a sufficient number of tables and/or chairs. The Elections Administrator shall be responsible for conducting all required testing of the electronic equipment, as required by Chapters 127 and 129 of the Texas Election Code.

Joint participants shall share voting equipment and supplies to the extent possible. A single ballot containing all the offices or propositions stating measures to be voted on at a particular polling place may be used in a joint election. A voter may not be permitted to select a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap. The Elections Administrator shall provide the necessary voter registration information, maps, instructions, and other information needed to enable the election judges in the voting locations that have more than one ballot style to conduct a proper election.

Each Participating Authority shall furnish the Elections Administrator a list of candidates and/or propositions showing the order and the exact manner and in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles of offices and text in both English and Spanish languages). The Participating Authorities are required to submit information in a format or template provided by the Elections Office. Each Participating Authority shall be responsible for proofreading and approving the ballot insofar as it pertains to that authority's candidates and/or propositions. Each Participating Authority shall also be responsible for proofing and approving the audio recording of the ballot insofar as it pertains to that authority's candidates and/or propositions.

In the event a Participating Authority identifies an error after approval of their respective ballot(s) proof(s), and any programming and/or audio files require changes, the Participating Authority approving the original ballot and audio proof will be responsible for the full cost of reprogramming if required. This will include the cost of reprogramming ballot language and/or audio files for other Participating Authorities as necessary due to software limitations.

Early Voting by Personal Appearance and/or the use of Vote Centers, Texas Election Code Section 43.007, on Election Day shall be conducted exclusively on Williamson County's iVotronic electronic voting system. Provisional ballots will be cast on paper ballots.

The Elections Administrator shall be responsible for the programming, preparation, testing, and delivery of the voting system equipment for the election as required by the Election Code.

The Elections Administrator shall conduct criminal background checks for relevant election officials, staff, and temporary workers upon hiring as required by Election Code 129.051(g).

VI. EARLY VOTING

The Participating Authorities agree to conduct joint early voting and to appoint the Election Administrator as the Early Voting Clerk in accordance with Sections 31.097 and 271.006, Texas Election Code. Each Participating Authority agrees to appoint the Elections Administrator's permanent county employees as deputy early voting clerks. The Participating Authorities further agree that the Elections Administrator may appoint other deputy early voting clerks to assist in the conduct of early voting as necessary, and that these additional deputy early voting clerks shall be compensated at an hourly rate set by Williamson County pursuant to Section 83.052 of the Texas Election Code. Deputy early voting clerks who are permanent employees of the Williamson County Elections Administrator may be paid from the election services contract fund for contractual duties performed outside of normal business hours (Sec. 31.100(e), Texas Election Code).

Early Voting by personal appearance will be held at the locations, dates, and times listed in **Attachment C** of this document and may be amended. In the event a voting location is not available or appropriate, the Elections Administrator will arrange for use of an alternate location. The Elections Administrator shall notify the Participating Authorities of any changes from the locations listed in **Attachment C**. Any qualified voter of the Joint Election may vote early by personal appearance at any one of the joint early voting locations.

As Early Voting Clerk, the Elections Administrator shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the Participating Authorities shall be forwarded immediately by fax or courier to the Elections Administrator for processing. The address of the Early Voting Clerk is as follows:

Early Voting Clerk
Williamson County Elections Office
PO Box 209
Georgetown, TX 78627

After the first day of early voting, the Elections Administrator shall post on the Williamson County Elections Office webpage, the early voting turnout by early voting polling location by day and a cumulative final early voting turnout report following the close of early voting.

VII. EARLY VOTING BALLOT BOARD

Williamson County shall appoint an Early Voting Ballot Board (EVBB) to process early voting results from the Joint Election. The Presiding Judge, with the assistance of the Elections Administrator, shall appoint two or more additional members to constitute the EVBB. The Elections Administrator shall determine the number of EVBB members required to efficiently process the early voting ballots.

VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

The Elections Administrator shall be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this Contract.

The Participating Authorities hereby, in accordance with Section 127.002, 127.003, and 127.005 of the Texas Election Code, appoint the following central counting station officials:

Counting Station Manager:	Kay Eastes, Williamson County Interim Elections Administrator
Tabulation Supervisor:	Candi Zaccheus, Williamson County GIS Analyst
Presiding Judge:	Kay Smith, Williamson County Warehouse Manager
Alternate Judge:	Julie Seippel, Williamson County Voter Registration Supervisor

The Counting Station Manager or her representative shall deliver timely cumulative reports of the election results as precincts report to the central counting station and are tabulated. The Counting Station Manager shall be responsible for releasing unofficial cumulative totals and precinct returns from the election to the joint participants, candidates, press, and general public by distribution of hard copies at the central counting station and by posting to the Williamson County Elections Office webpage. To ensure the accuracy of reported election returns, results printed on the tapes produced by Williamson County's voting equipment will not be released to the Participating Authorities at any individual polling locations.

The Elections Administrator will prepare the unofficial canvass reports that are necessary for compliance with Election Code Section 67.004, after all precincts have been counted and will deliver a copy of the unofficial canvass to each Participating Authority as soon as possible after all returns have been tabulated. Each Participating Authority shall be responsible for the official canvass of its respective election(s). The official canvass of election shall not take place before May 12, 2015 and no later than May 20, 2015.

The Elections Administrator will prepare the electronic precinct-by-precinct results reports for uploading to the Secretary of State as required by Section 67.017 of the Election Code. Each Participating Authority agrees to upload these reports.

The Elections Administrator shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to each Participating Authority and the Secretary of State's Office.

IX. PARTICIPATING AUTHORITIES WITH TERRITORY OUTSIDE WILLIAMSON COUNTY

Williamson County Elections will consider conducting elections in territories outside of Williamson County on a case-by-case basis.

X. RUNOFF ELECTIONS

Each Participating Authority shall have the option of extending the terms of this Contract through its runoff election, if applicable. In the event of such runoff election, the terms of this Contract shall automatically extend unless the Participating Authority notifies the Elections Administrator in writing within 3 business days of the original election.

Each Participating Authority shall reserve the right to reduce the number of early voting locations and/or Election Day voting locations in a runoff election. If necessary, any voting changes made by a Participating Authority between the original election and the runoff election shall be submitted by the authority making the change to the United States Department of Justice for the preclearance required by the Federal Voting Rights Act of 1965, as amended.

Each Participating Authority agrees to order any runoff election(s) at its meeting for canvassing the votes from the May 9, 2015 election and to conduct its drawing for ballot positions at or immediately following such meeting in order to expedite preparations for its runoff election.

Each Participating Authority eligible to hold runoff elections after the May 9, 2015 Uniform Election Date agrees that the date of the runoff election, if necessary, shall be Saturday, June 13, 2015, with early voting being held in accordance with the Election Code.

XI. ELECTION EXPENSES AND ALLOCATION OF COSTS

Charges. In consideration for the joint election services provided hereunder by the Elections Administrator, the Participating Authorities will be charged a share of election costs, an administrative fee, and for the lease of voting equipment.

1. **Share of Election Costs.** Each Participating Authority's share of election costs will be (i) a base fee of \$1,000.00, (ii) plus a pro rata share of the total of all costs incurred by the Elections Administrator in connection with the administration of elections of other entities held at the same time as the election. The sum of the base charges from all Participating Authorities will be subtracted from the total of all costs before allocating the remaining costs to each Participating Authority. Each Participating Authority's share of the remaining (allocated) costs will be determined as follows: The number of registered voters in each individual Participating Authority will be divided by the number of all registered voters of all Participating Authorities to determine each entity's pro rata share expressed as a percentage, which will then be multiplied against each of the allocated costs (remaining costs after base charges are subtracted) as itemized on the final Total Cost report/invoice submitted to each Participating Authority after the election. The end result will be a charge to the Participating Authority of \$1,000.00 plus the Participating Authority's allocated share of county-wide election costs not covered by the sum of all base fees received.

2. **Lease of Voting Equipment.** Per Texas Election Code Section 123.032(d), the Williamson County Commissioners Court has established the following prices for leasing county-owned voting equipment:

- \$309.50 per ADA iVotronic DRE;
- \$250.00 per iVotronic DRE;
- \$85.00 per iVotronic printer;
- \$274.43 per electronic pollbook

The Participating Authority's share of voting equipment costs will be determined on a pro rata basis. Leasing cost will be calculated once for the Early Voting period and once for Election Day. If the County acquires additional equipment, different voting equipment, or upgrades existing equipment during the term of this Contract, the charge for the use of the equipment may be reset by the Williamson County Commissioners Court.

3. **Administrative Fee.** Each Participating Authority agrees to pay the Williamson County Elections Administrator an administrative fee equal to ten percent (10%) of its total billable costs in accordance with Section 31.100(d) of the Texas Election Code.

The Elections Administrator shall deposit all funds payable under this Contract into the appropriate fund(s) within the Williamson County treasury in accordance with Election Code Section 31.100.

XII. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Any Participating Authority may withdraw from this Contract and the Joint Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code.

XIII. RECORDS OF THE ELECTION

The Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records shall be available to each Participating Authority as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the Elections Administrator or at an alternate facility used for storage of County records. The Elections Administrator shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each Participating Authority to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or open records request which may be filed with the Participating Authority.

XIV. RECOUNTS OR CONTESTED ELECTION

A recount may be obtained as provided by Title 13 of the Texas Election Code. By signing this document, the presiding officer of the contracting Participating Authority agrees that any recount shall take place at the offices of the Elections Administrator or at a location of the Elections Administrator's choosing, and that the Elections Administrator shall serve as Recount Supervisor and the Participating Authority's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

In the event of a contested election, the expenses of a new election ordered by a court of competent jurisdiction or Participating Authority will be paid for and by the Participating Authority in accordance with Texas Election Code 221.014

The Elections Administrator agrees to provide advisory services to each Participating Authority as necessary to conduct a proper recount.

XV. MISCELLANEOUS PROVISIONS

1. The Elections Administrator shall file copies of this document with the Williamson County Treasurer and the Williamson County Auditor in accordance with Section 31.099 of the Texas Election Code.
2. Nothing in this Contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this Contract or a violation of the Texas Election Code.
3. This Contract shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.
4. In the event that one of more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
5. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.

6. The waiver by any party of a breach of any provision of this Contract shall not operate as or be construed as a waiver of any subsequent breach.
7. Any amendments of this Contract shall be of no effect unless in writing and signed by all parties hereto.
8. Participating Authority agrees to act in good faith in the performance of this agreement, and shall immediately contact and notify the Elections Administrator of any potential problems or issues relevant to the subject matter of this contract.

XVI. COST ESTIMATES AND DEPOSIT OF FUNDS

The total *estimated* cost for the May 9, 2015 election is \$240,000.00 and is based on the cost of the May 10, 2014 joint general special elections. After the final determination has been made of whom the Participating Authorities will be and the Contracts are fully executed, the Elections Administrator shall provide each Participating Authority with an official cost estimate. Each Participating Authority's percent share of the estimated total cost is based on the number of registered voters and further described in Section XI.1. of this Contract. Each Participating Authority agrees to pay the Williamson County Elections Administrator a deposit of 50% of the *estimated obligation* no later than 15 days after receiving the official cost estimate. As soon as reasonably possible after the election, the Elections Administrator will submit an itemized invoice to each Participating Authority based on the actual expenses (supported by documentation such as time sheets, compensation forms, and invoices) directly attributable to the services provided by the Elections Administrator. The exact amount of each Participating Authority's obligation under the terms of this Contract shall be calculated after the election (or runoff election, if applicable); and, if the amount of an Authority's total obligation exceeds the amount deposited, the authority shall pay to the Elections Administrator the balance due within 30 days after the receipt of the final invoice from the Elections Administrator. However, if the amount of the authority's total obligation is less than the amount deposited, the Elections Administrator shall refund to the authority the excess amount paid within 30 days after the final costs are calculated.

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ATTACHEMENT A
(To be provided after the last day to cancel an election)

List of Participating Authorities (to be determined)

ATTACHMENT B

Election Day voting locations (to be determined)

ATTACHMENT C

Early Voting Schedule with Voting Locations (to be determined)

XVII. SIGNATURE PAGE (Separate Page)

WITNESS BY MY HAND THIS THE _____ DAY OF _____, 20____.

ELECTIONS ADMINISTRATOR:

Kay Eastes, Interim Elections Administrator
Williamson County, Texas

WITNESS BY MY HAND THIS THE _____ DAY OF _____, 2015

PARTICIPATING AUTHORITY:

Name of Participating Authority: _____

By: _____

Printed Name: _____

Official Capacity: _____

ATTEST:

RESOLUTION NO. R15-03

A RESOLUTION CALLING AN ELECTION TO BE HELD IN THE CITY OF TAYLOR, TEXAS, ON SATURDAY, MAY 9, 2015, FOR THE PURPOSE OF ELECTING TWO PERSONS AS MEMBERS OF THE CITY COUNCIL OF SAID CITY, ONE TO BE ELECTED FROM DISTRICT 2 AND ONE TO BE ELECTED FROM DISTRICT 3; DESIGNATING THE POLLING PLACES AT WHICH VOTING SHALL TAKE PLACE; APPOINTING AN EARLY VOTING CLERK AND AN EARLY VOTING BALLOT BOARD; PROVIDING FOR NOTICE OF SAID ELECTION.

WHEREAS, pursuant to the provisions of Articles 701 and 704, Vernon's Annotated Texas statutes, as amended, the Texas Election Code, the City Charter and other related statutes the City Council of the City of Taylor, Texas is authorized to call an election in order to submit to the voters of District 2 and District 3 for the purpose of electing two persons, one as the District 2 member and one as the District 3 member of the City Council of the City of Taylor.

WHEREAS, it is hereby officially found and determined that the meeting at which this resolution is approved was open to the public and public notice of the time, place and purpose of the meeting was given, as required by Chapter 551, Government Code, as amended.

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

1. An election is hereby ordered to be held in the City of Taylor, Texas, on Saturday, May 9, 2015, between the hours of 7:00 a.m. and 7:00 p.m., for the purpose of electing two persons as members of the City Council of the City of Taylor, one to be elected from District 2 and one to be elected from District 3. Person(s) filing as a candidate for such office(s) must be a resident of the election precinct for which the person files as a candidate. The person(s) elected shall be elected for a three (3) year term.

2. For the purpose of said election there shall be two election precincts more particularly described as District 2 and District 3 as set out on the map marked Exhibit "A" attached and made a part hereof for all purposes as fully as though copied herein at this place at length. Eligible voters shall vote in the election precinct in which they reside. The two polling places are as follows:

District 2	Taylor Public Library 801 Vance Street
District 3	Pasemann Elementary School 2809 North Drive

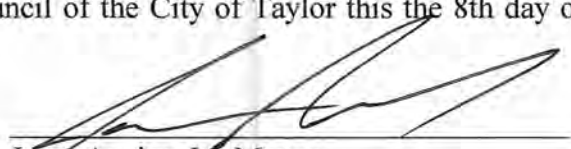
3. The Contracting Officer with the Williamson County Elections Division shall be responsible for the official ballots for said election to be prepared and printed in conformity with the Texas Election Code, adopted by the Legislature.

4. Early voting shall be conducted by personal appearance at the City of Taylor, City Hall Municipal Building, 400 Porter Street, Taylor, Texas during the period early voting is required or permitted by law, being April 27, 2015 through May 5, 2015. The hours designated for early voting by personal appearance shall be determined by the Contracting Officer. The polling places will also be open for voting by personal appearance on Saturday, May 9, 2015 from 7:00 a.m. to 7:00 p.m. The Contracting Officer shall serve as the early voting clerk.

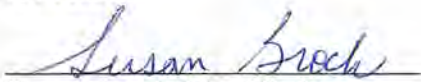
5. All resident, qualified electors of Districts 2 and District 3 shall be entitled to vote at the election.

6. The City Clerk of the City of Taylor shall give notice of election in the manner required by the Charter of the City of Taylor and the Texas Election Code and shall further give notice by posting a copy of this resolution on the bulletin board in the City Hall in Taylor, Texas, at least twenty (20) days before the election date.

PASSED and APPROVED by the City Council of the City of Taylor this the 8th day of January, 2015.


Jesse Ancira, Jr., Mayor
Taylor City Council

ATTEST:


Susan Brock, City Clerk

RESOLUCIÓN NÚM. R015-3

UNA RESOLUCIÓN CONVOCANDO UNA ELECCIÓN A CELEBRARSE EN LA CIUDAD DE TAYLOR, TEXAS, EL SÁBADO 9 DE MAYO DE 2015, CON EL PROPÓSITO DE ELEGIR A DOS PERSONAS COMO MIEMBROS DEL AYUNTAMIENTO MUNICIPAL DE TAL CIUDAD, UNO A SER ELEGIDO POR PARTE DEL DISTRITO 2 Y UNO A SER ELECTO POR PARTE DEL DISTRITO 3; DESIGNANDO LOS LUGARES DE VOTACIÓN DONDE SE LLEVARÁ A CABO LA VOTACION; NOMBRANDO A UN ADMINISTRADOR DE VOTACION TEMPRANA Y A UNA JUNTA DE VOTACIÓN TEMPRANA; Y CONTEMPLANDO LA NOTIFICACIÓN DE DICHA ELECCIÓN.

POR CUANTO, de acuerdo a lo estipulado en los Artículos 701 y 704 de Vernon's Annotated Texas Statutes (Estatutos Anotados de Vernon's), según enmendados, el Código Electoral de Texas, los Estatutos Municipales y otros estatutos relacionados, el Ayuntamiento Municipal de la Ciudad de Taylor, Texas, queda autorizado a convocar una elección para la consideración de los electores del Distrito 1 y el Distrito 4 con el propósito de elegir a dos personas, uno como miembro del Distrito 1 y la otra como miembro del Distrito 4 del Ayuntamiento Municipal de la Ciudad de Taylor.

POR CUANTO, se halla y determina oficialmente que la reunión en la cual esta resolución fue adoptada fue abierta al público, y que se dio aviso público de la fecha, lugar y propósito de la reunión, como se contempla en el Capítulo 551, Código del Gobierno, según enmendado.

POR TANTO, EL AYUNTAMIENTO MUNICIPAL DE LA CIUDAD DE TAYLOR RESUELVE LO SIGUIENTE:

1. Se ordena por este medio una elección a celebrarse en la Ciudad de Taylor, Texas, el sábado 9 de mayo de 2015, entre las horas de 7:00 a.m. y 7:00 p.m., con el propósito de elegir a dos personas como miembros del Ayuntamiento Municipal de la Ciudad de Taylor, una de las cuales será elegida del Distrito 2 y la otra será elegida del Distrito 3. La(s) persona(s) que se postulen como candidatos para dicho cargo o cargos deberán ser residentes del precinto electoral en el cual se postula(n) como candidato(s). La(s) persona(s) electas servirán en su capacidad por un período de tres (3) años.

2. Con motivo de esta elección habrá dos precintos electorales descritos particularmente como Distrito 2 y Distrito 3. Los electores elegibles votarán en el precinto electoral donde residen. Los dos lugares de votación son los siguientes:

Distrito 2 Taylor Public Library
801 Vance Street

Distrito 3 Pasemann Elementary School
2809 North Drive

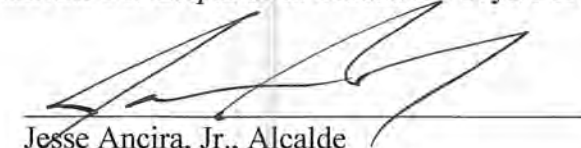
3. El oficial que contrae con la división de las elecciones del condado de Williamson será responsable de las balotas oficiales para que la elección dicha sea preparada e impresa conforme al código de la elección de Tejas, adoptado por la legislatura.

4. La votación temprana será en persona en: City of Taylor, City Hall Municipal Building, 400 Porter Street, Taylor, Texas durante el período requerido o permitido para la votación temprana, siendo éste del 27 de abril de 2015 al 5 de mayo de 2015. Las horas señaladas para temprano votar por aspecto personal serán determinadas por el oficial que contrae. Los lugares de la interrogación también estarán abiertos para votar por aspecto personal el sábado 9 de mayo de 2015 de 7:00 mañana. a 7:00 P.M. El oficial que contrae servirá como el vendedor de votación temprano.

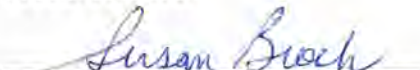
5. Todo votante residente y calificado para votar del Distrito 2 y el Distrito 3 tendrá derecho a votar en la elección.

6. El Oficial Administrativo de la Ciudad de Taylor dará aviso de esta elección en la manera requerida por el estatuto de la Ciudad de Taylor y el Código Electoral de Texas y dará aviso también colocando una copia de esta resolución en el tablero de anuncios en el Ayuntamiento Municipal de Taylor, Texas, por lo menos veinte (20) días antes de la fecha de la elección.

ADOPTADO y APROVADO por el Ayuntamiento Municipal de la Ciudad De Taylor este día 8 del mes de enero de 2015.


Jesse Ancira, Jr., Alcalde
Ayuntamiento, Ciudad de Taylor

ATESTIGUA:


Susan Brock, City Clerk



City Council Meeting February 12, 2015 Agenda Item Transmittal

Agenda Item #: 7

Agenda Title: Consider accepting public improvements for Phase Six of the Northpark (Summerfield Addition) for KB Home.

Council Action to be taken: Accept public improvements

Initiating Department: Development Services

Staff Contact: Bob van Til, Director

1. INTRODUCTION/PURPOSE

The purpose of this item is to consider acceptance of the public improvements that were constructed in the Northpark Addition Phase Six. This is in the Summerfield Subdivision. This addition is located south of Carlos G Parker and west of N. Main (west of Wal-Mart).

2. DESCRIPTION/ JUSTIFICATION

Article II, Section 2.15 of the Taylor Subdivision Ordinance notes that the City Council must accept public improvements installed by developers.

All of the requisites of the ordinance have been met. The two year maintenance bond is attached. All construction and punch list items have been completed and the subdivision is ready for acceptance.

This phase consists of 59 lots. There are currently five building permits pending approval for this addition.

The plat was approved in July of 2014 by the Planning and Zoning Commission.

The public improvements include streets drainage, water and sewer lines and related appurtenances (fire hydrants, manholes, etc.).

3. FINANCIAL/BUDGET

Value of the public improvements is \$632,360.

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

Staff recommends that the public improvements be accepted by the City.

6. REFERENCE FILES

- 7a. [Aerial](#) of the general location
- 7b. [Plat of Northpark](#) Phase 6
- 7c. [Maintenance Bond](#)



Imagery Date: 10/2/2014 30°35'47.95" N 97°25'27.18" W elev



MAINTENANCE BOND

Bond No.HSIFSU0669671

KNOW ALL MEN BY THESE PRESENTS: THAT WE, JKB Construction Company, LLC as Principal, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a New Jersey Corporation of One Newark Center, 20th Floor, Newark, New Jersey, licensed to do business in the State of Texas as Surety, are held and firmly bound unto City of Taylor, Texas as Obligee, in the full and just sum of Six Hundred Thirty Two Thousand Three Hundred Sixty Dollars and Fifty Cents (\$632,360.50) Dollars lawful money of the United States of America to the payment of which sum, well and truly to be made, the Principal and the Surety bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

SIGNED, SEALED AND DATED THIS 8th day of January, 2015

THE CONDITION OF THIS OBLIGATION IS THAT, WHEREAS the Principal entered into a contract with the Obligee for Northpark Section 6-Street, Drainage, Water and Wastewater Improvements

AND WHEREAS, the Obligee requires a guarantee from the Principal against defective materials and workmanship in connection with said Contract.

NOW, THEREFORE, if the Principal shall make any repairs or replacements which may become necessary during the period of Two (2) years from date of acceptance by the City of Taylor, Texas thru because of defective materials or workmanship in connection with said contract of which defectiveness the Obligee shall give the Principal and Surety written notice within (30) thirty days after discovery thereof, then this obligation shall be void; otherwise it shall be in full force and effect.

All suits at law or proceedings in equity to recover on this bond must be instituted within twelve (12) months after the expiration of the maintenance period provided for herein.

JKB Construction Company, LLC

Witness

A handwritten signature in blue ink, appearing to read "Anika Zernitz", written over a horizontal line.

By:

A handwritten signature in blue ink, appearing to be a stylized "JKB", written over a horizontal line.

INTERNATIONAL FIDELITY INSURANCE COMPANY



Witness Canellia Doss
Canellia Doss

Kenneth Nitsche
Kenneth Nitsche, Attorney-in-Fact

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

CRAIG T. PARKER, ROBERT JAMES NITSCHKE, DAVID P. FERGUSON, ROBERT K. NITSCHKE,
NINA K. SMITH, VIOLET J. FROSCH, GARY A. NITSCHKE, KENNETH NITSCHKE

Giddings, TX.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, Executive Vice President or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 12th day of March, 2012.



STATE OF NEW JERSEY
County of Essex

ROBERT W. MINSTER
Executive Vice President/Chief Operating Officer
(International Fidelity Insurance Company)
and President (Allegheny Casualty Company)



On this 12th day of March 2012, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 8th day of January, 2015

MARIA BRANCO, Assistant Secretary

JKB CONSTRUCTION COMPANY
NORTH PARK 6 - FINAL COSTS AND QUANTITIES

DESCRIPTION OF WORK	QUANTITY	UNIT OF MEASURE	PRICE	SCHEDULED VALUE
<u>DEMOLITION & SITE CLEARING</u>				
CLEAR AND GRUB	1	AC	1,200.00	1,596.00
STRIP	2,143	CY	10.00	21,430.00
Subtotal				23,026.00
<u>GRADING</u>				
EXCAVATION	1,336	CY	13.00	17,368.00
EMBANKMENT	66	CY	5.00	330.00
Subtotal				17,698.00
<u>STREET IMPROVEMENTS</u>				
SG-PREP	6,450	SY	2.00	12,900.00
8" FLEX BASE (1' BOC)	6,450	SY	9.40	60,630.00
1.5" TY D HMAC (TXDOT SPECS W/RAP)	5,351	SY	9.00	48,159.00
SAW CUT AND TIE INTO EX.	90	LF	1.00	90.00
Subtotal				121,779.00
<u>SEWER SYSTEM</u>				
8" SDR26 @ 0-8	1,476	LF	30.00	44,280.00
4' DIA MANHOLE	5	EA	3,300.00	16,500.00
4' DIA MANHOLE EFV	2	VF	245.00	367.50
DOUBLE SREVICE	30	EA	1,430.00	42,900.00
SINGLE SERVICE	10	EA	1,170.00	11,700.00
CONNECT TO EX. 8" SDR26	2	EA	865.00	1,730.00
ADJUST MANHOLE CASTINGS	5	EA	500.00	2,500.00
TESTING	1,476	LF	1.00	1,476.00
TRENCH SAFETY	1,476	LF	1.00	1,476.00
STAKING	1,476	LF	1.00	1,476.00
Subtotal				124,405.50
<u>STORM DRAINAGE SYSTEM</u>				
30" CL4 RCP 0-6	375	LF	80.00	30,000.00
18" CL3 RCP 0-6	726	LF	45.00	32,670.00
10' CURB INLET	5	EA	3,600.00	18,000.00
REMOVE TEMP DROP STRUCTURE & CONNECT TO EX. 30" RCP	1	EA	1,420.00	1,420.00
REMOVE EX. PLUG & CONNECT TO EX. 18" RCP	1	EA	920.00	920.00
TRENCH SAFETY	1,101	LF	1.00	1,101.00
STAKING	1,101	LF	1.00	1,101.00
Subtotal				85,212.00
<u>WATER SYSTEM</u>				
8" WET CONNECTION	3	EA	980.00	2,940.00
8" C900 DR14	1,684	LF	38.00	63,992.00
6" D.I. FH-LEAD	30	LF	40.00	1,200.00
8" GV	1	EA	970.00	970.00
6" GV	3	EA	540.00	1,620.00
FHA	3	EA	2,900.00	8,700.00
DOUBLE SREVICE	26	EA	1,675.00	43,550.00
SINGLE SERVICE	3	EA	1,260.00	3,780.00
ADJUST VALVE CASTINGS	4	EA	500.00	2,000.00
TESTING	1,714	LF	1.00	1,714.00
TRENCH SAFETY	1,714	LF	1.00	1,714.00
STAKING	1,714	LF	1.00	1,714.00
Subtotal				133,894.00
<u>CONCRETE WORK</u>				
CURB AND GUTTER (W/ 1-#3 & 2-#4 BARS)	3,350	LF	9.80	32,830.00
CURB RAMPS	3	EA	1,020.00	3,060.00
CONCRETE SIDEWALK	16	SY	20.00	320.00
Subtotal				36,210.00
<u>MISCELLANEOUS WORK</u>				
MOBILIZATION	1	LS	10,000.00	10,000.00
SCE	1	EA	1,000.00	1,000.00

JKB CONSTRUCTION COMPANY
NORTHPARK 6 - FINAL COSTS AND QUANTITIES

DESCRIPTION OF WORK	QUANTITY	UNIT OF MEASURE	PRICE	SCHEDULED VALUE
SILT FENCE	3,590	LF	2.10	7,539.00
ROCK BERM	60	LF	17.00	1,020.00
INLET PROTECTION	7	EA	78.00	546.00
REVEG	3,920	SY	1.00	3,920.00
Subtotal				24,025.00
ALT-BID ITEMS				
REMOVE EOR BARRICADE (NOT SHOWN ON PLANS)	3	EA	150.00	450.00
STOP SIGN WITH STOP BAR (NOT SHOWN ON PLANS)	2	EA	1,000.00	2,000.00
Subtotal				2,450.00
Change Order-01				
<u>Erosion</u>				
Silt Fence (J Hooks)	360	EA	2.75	990.00
Inlet Protection	2	EA	78.00	156.00
<u>Drainage</u>				
18" RCP	(216)	LF	45.00	(9,720.00)
24" RCP	246	LF	64.00	15,744.00
10' Curb Inlet	2	EA	3,600.00	7,200.00
5' DIA. Manhole	1	EA	3,800.00	3,800.00
Adjust Manhole Casting	1	EA	500.00	500.00
Staking	30	LF	1.00	30.00
Trench Safety	30	LF	1.00	30.00
<u>Waste Water</u>				
Double Service	(1)	EA	1,430.00	(1,430.00)
Single Service	2	EA	1,170.00	2,340.00
Drop at Manhole A-9 per City of Taylor	1	EA	800.00	800.00
Subtotal Change Order-01				20,440.00
Change Order-03				
Excavation	717	LF	13.00	9,321.00
Embankment	717	LF	5.00	3,585.00
8" Base	(6,450)	LF	9.40	(60,630.00)
12" Base	6,450	LF	14.10	90,945.00
Subtotal Change Order-03				43,221.00
Change Order-04				
Add SGL Service Lot 6 Block I	1	EA	1,580.00	\$1,580.00
Subtotal Change Order-04				\$1,580.00

NORTHPARK 6 - FINAL COSTS AND QUANTITIES **\$632,360.50**
100% for 2 Years **\$632,360.50**

SUBMITTED BY JUSTIN K. BYRN 12/12/2014



City Council Meeting February 12, 2015 Agenda Item Transmittal

Agenda Item #: 8

Agenda Title: Concur with preliminary financials for December, 2014.

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

Summary Revenue/Expenditures							
Preliminary Year-to-Date as of December 31, 2014							
	Revenue			Expenditures			
Operating Funds	Budget	Actual Y-T-D	% Y-T-D	Budget	Actual Y-T-D	% Y-T-D	Net Profit/Loss
General Fund	\$ 12,426,825	\$3,051,689	25%	\$ 12,426,825	\$ 3,015,160	24%	\$ 36,529
Special Revenue							
- Tax Increment Fund (TIF)	\$ 138,986	\$ 47	0.03%	\$ 119,800	\$ 55,921	47%	\$ (55,874)
- Hotel/Motel Tax	\$ 61,200	\$ 15,046	25%	\$ 55,900	\$ 20,748	37%	\$ (5,702)
- Texas Capital Fund	\$ 25,023	\$ 6,256	25%	\$ 25,023	\$ 6,256	25%	\$ -
- Main St. Revenue	\$ 68,700	\$ 21,417	31%	\$ 66,023	\$ 10,746	16%	\$ 10,671
- Municipal Court Sec/Tech	\$ 17,000	\$ 2,650	16%	\$ 7,560	\$ 534	7%	\$ 2,116
- Library Grants/Donations	\$ 1,150	\$ 33,774	2937%	\$ 7,500	\$ 21	0%	\$ 33,753
Subtotal	\$ 312,059	\$ 79,190	25%	\$ 281,806	\$ 94,226	33%	\$ (15,036)
Roadway Impact Fund	\$ 9,600	\$ 4,632	48%	-	-	0%	\$ 4,632
MDUS	332,000	\$ 34,304	10%	312,625	77,931	25%	\$ (43,627)
Utility Fund	\$ 7,240,640	\$ 824,911	11%	\$ 7,536,047	\$ 1,532,542	20%	\$ (707,631)
Utility Impact Fund	\$ 21,000	\$ 10,182	48%	-	-	0%	\$ 10,182
Airport Fund	\$ 541,512	\$ 117,596	22%	\$ 541,435	\$ 103,745	19%	\$ 13,851
Cemetery Op. Fund	\$ 150,700	\$ 28,240	19%	\$ 175,995	\$ 24,052	14%	\$ 4,188
Fleet Service Operating Fund	\$ 700,875	\$ 183,302	26%	\$ 700,638	\$ 161,804	23%	\$ 21,498
Fleet Replacement Fund	\$ 225,158	\$ 68,594	30%	\$ 225,158	77,533	34%	\$ (8,939)
Total	\$ 21,960,369	\$4,402,640	20%	\$ 22,200,529	\$ 5,086,993	23%	\$ (684,353)

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

Note: Staff is researching how to provide more detail information on sales tax.

General Fund Overview:

General Fund revenues for the month ending as of December 2014 were \$3,051,689, an increase of \$194,609 or 6.8% over the 2013 revenues for the first quarter which was \$2,857,080.

The largest difference monetarily is in ad valorem tax. This is the largest revenue source for the City of Taylor, with ad valorem taxes levied for 3 City funds (General Fund, Interest & Sinking Fund and TIF). Property tax collections as of December 2014 are \$1,989,889, which is a 12.6% increase over the first quarter of 2013 collections of \$1,766,688. The City receives majority of the property tax allocations from the County between the months of December through March.

The City of Taylor receives two sales taxes for direct operations: a city wide 1 ½ cent sales tax general purposes and a ½ cent sales tax that goes directing to Taylor Economic Development Corporation for their direct use. The City's portion of sales tax collection as of December 2014 is \$668,070, which is a 5.6% increase over the first quarter of 2013 collections of \$632,783. For the month of December, sales tax collections are \$217,843, which is a 7.1% over the December 2013 sales tax collection. The City receives monthly disbursements from the State of Texas, these allocations have a two month lag compared to when they are collected versus when the City receives them.

The Franchise Fees are revenues that are based on agreements between the City and local utilities. Generally, these agreements are long term and result in payments to the City of 4-5% of their gross receipts. All franchise fee revenues are credited to the General Fund. Most Franchise fee collections are paid to the City on a quarterly basis. For the first quarter revenues will be received in January. Telephone and Solid Waste Collection are credited monthly.

General Fund expenditures ending as of December 2014 were \$3,015,160, a decrease of approximately \$82,232 or 2.6% from the first quarter of 2013 with expenditures at \$3,097,392. Expenditures vary year to year by departments; the largest expenditure is in the police department, which 87% is primarily salaries and benefits, followed by the fire department.

Overall, the departments are operating within acceptable levels. Department totals are at 25% to total budget for the first quarter.

Special Revenue Funds- Special Revenues Funds are performing as expected with the exception of the TIF and Hotel/Motel Fund. The TIF is operating at a deficit of \$55,874. No property tax revenue has been allocated to the fund. This is more of a timing issue than anything. Property tax revenues will be seen in March or April. There is a process that the City goes through in reporting before any allocations are made. The Hotel/Motel Fund reflects a deficit balance of \$5,702. This deficit is due to a contractually obligated expenditure.

Roadway Impact Fund- Revenues are exceeding normal levels and reported to be at \$4,632, which is 48% of its budget. No expenditures are budgeted in the fund.

Utility Fund and Municipal Drainage Utility Fund- Due to the accrual accounting method that is used in both funds and the fact that billing is done in arrears, revenues are not reported in the same timeline in regards to water and sewer charges and drainage fees. Expenditures exceed revenues by \$701,631. Year to date revenues are \$824,911, which is 11% to budget. Water sales are very depended upon weather conditions, with the amount of rain we have experienced water sales are down compared to this same time last year by \$41,272 or 10%. Sewer charges are also down when compared to last year by \$18,976 or 6.3%. All departments within the Utility Fund are operating within acceptable levels with expenditures at \$1,532,542, which is 20% of its budget.

Municipal Drainage Utility System (MDUS) reflect expenditures over revenues by \$43,627. Drainage fees collection for the first quarter are \$33,414, down by \$6,197 or 15.6% when compared to the first quarter of 2013. Expenditures are \$77,931 which represents the transfer to the General Fund and debt payment transfers.

Both the Utility Fund and MDUS will be monitored closely to ensure that a positive ending outcome is maintained.

Utility Impact Fund- Revenues are exceeding a normal level and reported at \$10,182, which is 48% of its budget. No expenditures are budgeted in the fund.

Airport Fund- Revenues are \$117,596 for the first quarter, an increase of \$10,344 or 9.6% over the first quarter of 2013. This revenue is generated from charges for services. Expenditures are \$103,745, which has decreased slightly from the 2013 first quarter by \$2,431 or 2.3%, due to a vacant part time position.

Cemetery Operating Fund- Cemetery Fund was budgeted in the deficit with expenditures exceeding revenues. Both revenues and expenditures are operating slightly below normal levels. Revenues are \$28,240 and performing at 19% to total budget. However, this is an increase over this same time last year by \$4,231 or 17.6%. The increase is in grave digging services and cemetery lot sales. Expenditures are \$24,052, a decrease by \$12,098 or 33.5% when compared to the first quarter of 2013. The decrease is in employee services due to a vacancy and other contracts services. Expenditures are performing at 14% to total budget.

Internal Service Funds- 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 Fleet Operating Fund and the Fleet Replacement Fund 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.

The Fleet Operating Fund is functioning at a normal level. The Fleet Replacement Fund is operating at a deficit of \$8,939. This City filed a claim with TML for replacement of some equipment; however, the insurance did not fully recover the total cost. Quarterly transfers into this fund will some impact on the fund and expenditures will exceed revenues in the months were no transfers.

3. REFERENCE FILES

8a. [Preliminary Financials](#) for December 2014:

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

Monthly Finance Report as of :

December 2014

12/31/14

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

Utility Fund

Utility Impact Fund

Airport Fund

Cemetery Operating Fund

Fleet Services Operating Fund

Fleet Replacement Fund

FINANCIAL STATEMENT

AS OF: DECEMBER 31ST, 2014

100-GENERAL FUND
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
310-TAXES		8,752,225.00	1,990,949.13	2,705,581.20	30.91	0.00	6,046,643.80
320-PERMITS AND LICENSES		132,000.00	6,159.50	35,932.07	27.22	0.00	96,067.93
330-INTERGOVERNMENTAL REV		43,500.00	13,113.65	13,635.67	31.35	0.00	29,864.33
340-CHARGES FOR SERVICES		1,569,700.00	121,080.91	165,883.57	10.57	0.00	1,403,816.43
410-FINES AND FORFEITURES		338,400.00	18,331.14	53,725.42	15.88	0.00	284,674.58
420-ASSESSMENTS		13,500.00	954.07	10,325.50	76.49	0.00	3,174.50
430-USE OF MONEY AND PROP		120,000.00	(894.91)	10,611.51	8.84	0.00	109,388.49
440-DONATIONS FROM PRIVAT		12,500.00	735.00	7,244.20	57.95	0.00	5,255.80
450-INTERFUND OPERATING T		1,445,000.00	48,750.00	48,750.00	3.37	0.00	1,396,250.00
460-PROCEEDS GEN FIXED AS		0.00	0.00	0.00	0.00	0.00	0.00
470-PROCEEDS GEN LONG TER		0.00	0.00	0.00	0.00	0.00	0.00
*** TOTAL REVENUES ***		12,426,825.00	2,199,178.49	3,051,689.14	24.56	0.00	9,375,135.86
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
500-CITY COUNCIL		150,061.00	17,850.35	35,219.64	23.47	0.00	114,841.36
501-CITY MANAGEMENT		523,240.00	42,703.55	101,263.53	19.35	0.00	421,976.47
503-PUBLIC INFORMATION		126,276.00	18,634.42	43,148.22	34.17	0.00	83,127.78
504-HUMAN RESOURCES		191,306.00	24,269.81	64,095.68	33.64	267.30	126,943.02
512-FINANCIAL SERVICES		611,958.00	72,422.80	173,291.44	28.32	0.00	438,666.56
516-MUNICIPAL COURT		289,530.00	30,633.35	77,946.88	26.92	0.00	211,583.12
522-PLANNING & DEVELOP		607,711.00	59,472.16	137,416.52	22.61	0.00	470,294.48
524-MAIN STREET PROGRAM		71,182.00	9,225.02	22,194.64	31.18	0.00	48,987.36
527-C D - MOODY MUSEUM		7,161.00	470.35	875.77	12.23	0.00	6,285.23
532-PUBLIC LIBRARY		437,641.00	42,860.92	99,563.48	26.07	14,519.36	323,558.16
542-FIRE SUPPRESSION/EMER		2,133,265.00	242,445.09	516,794.56	24.51	6,132.95	1,610,337.49
552-POLICE FIELD SERVICES		2,906,721.00	319,234.12	731,861.25	25.31	3,834.86	2,171,024.89
558-ANIMAL CONTROL SECTIO		127,591.00	12,077.70	34,185.94	26.79	0.00	93,405.06
561-PUBLIC WORKS ADMINIST		0.00	0.00	0.00	0.00	0.00	0.00
563-STREET & GROUND MAIN		1,240,452.00	130,051.38	301,577.66	24.45	1,651.10	937,223.24
565-PARKS & RECREATION		705,825.00	60,097.95	144,373.55	24.23	26,655.57	534,795.88
566-INTERNAL SVCS/BLDG		399,782.00	55,866.82	124,287.83	35.10	16,042.83	259,451.34
573-ENGINEERING & INSPECT		215,405.00	3,655.95	11,047.84	5.13	0.00	204,357.16
575-INTERNAL SVC/IT DEPT		111,009.00	9,574.43	25,604.75	23.07	0.00	85,404.25
592-NON-DEPARTMENTAL		1,570,709.00	125,613.92	370,410.70	23.58	0.00	1,200,298.30
*** TOTAL EXPENDITURES ***		12,426,825.00	1,277,160.09	3,015,159.88	24.82	69,103.97	9,342,561.15
		=====	=====	=====	=====	=====	=====
*** TOTAL PROFIT / (LOSS) ***		0.00	922,018.40	36,529.26	0.00	(69,103.97)	32,574.71
		=====	=====	=====	=====	=====	=====

FINANCIAL STATEMENT

AS OF: DECEMBER 31ST, 2014

119-TIF (TAX INCREMENT FUND)
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
310-TAXES		86,695.00	0.00	0.00	0.00	0.00	86,695.00
330-INTERGOVERNMENTAL REV		52,091.00	0.00	0.00	0.00	0.00	52,091.00
430-USE OF MONEY AND PROP		<u>200.00</u>	<u>20.35</u>	<u>47.17</u>	<u>23.59</u>	<u>0.00</u>	<u>152.83</u>
*** TOTAL REVENUES ***		138,986.00	20.35	47.17	0.03	0.00	138,938.83
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
500-CONTRACT SERVICES		<u>119,800.00</u>	<u>55,271.63</u>	<u>55,920.77</u>	<u>46.68</u>	<u>0.00</u>	<u>63,879.23</u>
*** TOTAL EXPENDITURES ***		119,800.00	55,271.63	55,920.77	46.68	0.00	63,879.23
		=====	=====	=====	=====	=====	=====
*** TOTAL PROFIT / (LOSS) ***		<u>19,186.00</u>	<u>(55,251.28)</u>	<u>(55,873.60)</u>	<u>291.22-</u>	<u>0.00</u>	<u>75,059.60</u>
		=====	=====	=====	=====	=====	=====

FINANCIAL STATEMENT

AS OF: DECEMBER 31ST, 2014

120-HOTEL/MOTEL FUND
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
310-TAXES		61,200.00	4,812.92	15,046.21	24.59	0.00	46,153.79
420-ASSESSMENTS		0.00	0.00	0.00	0.00	0.00	0.00
430-USE OF MONEY AND PROP		0.00	0.00	0.00	0.00	0.00	0.00
*** TOTAL REVENUES ***		61,200.00	4,812.92	15,046.21	24.59	0.00	46,153.79
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
612-HOTEL/MOTEL TAX		55,900.00	13,072.73	20,747.70	37.12	0.00	35,152.30
*** TOTAL EXPENDITURES ***		55,900.00	13,072.73	20,747.70	37.12	0.00	35,152.30
		=====	=====	=====	=====	=====	=====
*** TOTAL PROFIT / (LOSS) ***		5,300.00	(8,259.81)	(5,701.49)	107.58-	0.00	11,001.49
		=====	=====	=====	=====	=====	=====

FINANCIAL STATEMENT

AS OF: DECEMBER 31ST, 2014

121-TEXAS CAPITAL FUND
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
330-	INTERGOVERNMENTAL REV	0.00	0.00	0.00	0.00	0.00	0.00
430-	USE OF MONEY AND PROP	<u>25,023.00</u>	<u>2,085.25</u>	<u>6,255.75</u>	<u>25.00</u>	<u>0.00</u>	<u>18,767.25</u>
***	TOTAL REVENUES ***	25,023.00	2,085.25	6,255.75	25.00	0.00	18,767.25
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
610-	LEASE PAYMENT T J C	<u>25,023.00</u>	<u>2,085.25</u>	<u>6,255.75</u>	<u>25.00</u>	<u>0.00</u>	<u>18,767.25</u>
***	TOTAL EXPENDITURES ***	25,023.00	2,085.25	6,255.75	25.00	0.00	18,767.25
		=====	=====	=====	=====	=====	=====
***	TOTAL PROFIT / (LOSS) ***	0.00	0.00	0.00	0.00	0.00	0.00
		=====	=====	=====	=====	=====	=====

FINANCIAL STATEMENT

AS OF: DECEMBER 31ST, 2014

123-MAIN STREET REVENUE FUND
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
330-	INTERGOVERNMENTAL REV	0.00	0.00	0.00	0.00	0.00	0.00
430-	USE OF MONEY AND PROP	2,000.00	0.00	0.00	0.00	0.00	2,000.00
440-	DONATIONS FROM PRIVAT	17,100.00	4,602.00	9,017.00	52.73	0.00	8,083.00
450-	INTERFUND OPERATING T	<u>49,600.00</u>	<u>12,400.00</u>	<u>12,400.00</u>	<u>25.00</u>	<u>0.00</u>	<u>37,200.00</u>
***	TOTAL REVENUES ***	68,700.00	17,002.00	21,417.00	31.17	0.00	47,283.00
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
615-	CONTRIBUTE TO CIVIC P	<u>66,023.00</u>	<u>6,295.88</u>	<u>10,745.88</u>	<u>16.28</u>	<u>0.00</u>	<u>55,277.12</u>
***	TOTAL EXPENDITURES ***	66,023.00	6,295.88	10,745.88	16.28	0.00	55,277.12
		=====	=====	=====	=====	=====	=====
***	TOTAL PROFIT / (LOSS) ***	2,677.00	10,706.12	10,671.12	398.62	0.00	(7,994.12)
		=====	=====	=====	=====	=====	=====

FINANCIAL STATEMENT

AS OF: DECEMBER 31ST, 2014

125-MUNICIPAL CRT SPECIAL FEE
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
410-FINES AND FORFEITURES		17,000.00	919.15	2,649.95	15.59	0.00	14,350.05
430-USE OF MONEY AND PROP		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
*** TOTAL REVENUES ***		17,000.00	919.15	2,649.95	15.59	0.00	14,350.05
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
625-MUNICIPAL COURT BLDG		5,260.00	0.00	533.94	10.15	0.00	4,726.06
626-MUNICIPAL COURT TECHN		<u>2,300.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>2,300.00</u>
*** TOTAL EXPENDITURES ***		7,560.00	0.00	533.94	7.06	0.00	7,026.06
		=====	=====	=====	=====	=====	=====
*** TOTAL PROFIT / (LOSS) ***		9,440.00	919.15	2,116.01	22.42	0.00	7,323.99
		=====	=====	=====	=====	=====	=====

FINANCIAL STATEMENT

AS OF: DECEMBER 31ST, 2014

129-LIBRARY GRANT/DONATION
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
330-	INTERGOVERNMENTAL REV	0.00	0.00	0.00	0.00	0.00	0.00
430-	USE OF MONEY AND PROP	150.00	13.89	35.05	23.37	0.00	114.95
440-	DONATIONS FROM PRIVAT	<u>1,000.00</u>	<u>20.00</u>	<u>33,738.95</u>	<u>373.90</u>	<u>0.00</u>	<u>(32,738.95)</u>
***	TOTAL REVENUES ***	1,150.00	33.89	33,774.00	936.87	0.00	(32,624.00)
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
624-	LIBRARY	<u>7,500.00</u>	<u>4.32</u>	<u>20.54</u>	<u>0.27</u>	<u>0.00</u>	<u>7,479.46</u>
***	TOTAL EXPENDITURES ***	7,500.00	4.32	20.54	0.27	0.00	7,479.46
		=====	=====	=====	=====	=====	=====
***	TOTAL PROFIT / (LOSS) ***	(6,350.00)	29.57	33,753.46	531.55-	0.00	(40,103.46)
		=====	=====	=====	=====	=====	=====

FINANCIAL STATEMENT

AS OF: DECEMBER 31ST, 2014

200-ROADWAY IMPACT FEE FUND
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
420-ASSESSMENTS		<u>9,600.00</u>	<u>798.00</u>	<u>4,632.00</u>	<u>48.25</u>	<u>0.00</u>	<u>4,968.00</u>
*** TOTAL REVENUES ***		<u>9,600.00</u>	<u>798.00</u>	<u>4,632.00</u>	<u>48.25</u>	<u>0.00</u>	<u>4,968.00</u>
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
631-ROADWAY IMPACT FEE		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
*** TOTAL EXPENDITURES ***		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
		=====	=====	=====	=====	=====	=====
*** TOTAL PROFIT / (LOSS) ***		<u>9,600.00</u>	<u>798.00</u>	<u>4,632.00</u>	<u>48.25</u>	<u>0.00</u>	<u>4,968.00</u>
		=====	=====	=====	=====	=====	=====

FINANCIAL STATEMENT

AS OF: DECEMBER 31ST, 2014

300-MUNICIPAL DRAINAGE UTILIT
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
330-INTERGOVERNMENTAL REV		0.00	0.00	0.00	0.00	0.00	0.00
340-CHARGES FOR SERVICES		332,000.00	27,243.84	34,303.75	10.33	0.00	297,696.25
430-USE OF MONEY AND PROP		0.00	0.00	0.00	0.00	0.00	0.00
460-PROCEEDS GEN FIXED AS		0.00	0.00	0.00	0.00	0.00	0.00
470-PROCEEDS GEN LONG TER		0.00	0.00	0.00	0.00	0.00	0.00
*** TOTAL REVENUES ***		332,000.00	27,243.84	34,303.75	10.33	0.00	297,696.25
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
750-MUNICIPAL DRAINAGE		312,625.00	77,931.25	77,931.43	24.93	0.00	234,693.57
*** TOTAL EXPENDITURES ***		312,625.00	77,931.25	77,931.43	24.93	0.00	234,693.57
		=====	=====	=====	=====	=====	=====
*** TOTAL PROFIT / (LOSS) ***		19,375.00	(50,687.41)	(43,627.68)	225.18-	0.00	63,002.68
		=====	=====	=====	=====	=====	=====

FINANCIAL STATEMENT

AS OF: DECEMBER 31ST, 2014

340-PUBLIC UTILITIES FUND
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
330-INTERGOVERNMENTAL REV		0.00	0.00	0.00	0.00	0.00	0.00
340-CHARGES FOR SERVICES		7,174,500.00	550,629.73	810,645.82	11.30	0.00	6,363,854.18
420-ASSESSMENTS		20,340.00	4,408.00	8,201.00	40.32	0.00	12,139.00
430-USE OF MONEY AND PROP		43,800.00	1,936.73	5,829.45	13.31	0.00	37,970.55
450-INTERFUND OPERATING T		0.00	0.00	0.00	0.00	0.00	0.00
460-PROCEEDS GEN FIXED AS		2,000.00	98.00	235.00	11.75	0.00	1,765.00
470-PROCEEDS GEN LONG TER		0.00	0.00	0.00	0.00	0.00	0.00
*** TOTAL REVENUES ***		7,240,640.00	557,072.46	824,911.27	11.39	0.00	6,415,728.73
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
701-UTILITIES ADMINISTRAT		428,766.00	38,659.40	104,963.40	24.57	370.00	323,432.60
706-WASTEWATER TREATMENT		527,689.00	38,405.30	118,741.77	22.90	2,120.00	406,827.23
708-UTILITY DISTRIBUTION/		1,329,443.00	128,803.91	302,666.53	23.32	7,380.47	1,019,396.00
709-UTILITIES NON-DEPARTM		5,250,149.00	714,013.59	1,006,170.24	19.16	0.00	4,243,978.76
*** TOTAL EXPENDITURES ***		7,536,047.00	919,882.20	1,532,541.94	20.47	9,870.47	5,993,634.59
		=====	=====	=====	=====	=====	=====
*** TOTAL PROFIT / (LOSS) ***		(295,407.00)	(362,809.74)	(707,630.67)	242.89	(9,870.47)	422,094.14
		=====	=====	=====	=====	=====	=====

FINANCIAL STATEMENT

AS OF: DECEMBER 31ST, 2014

345-UTILITY IMPACT FEE FUND
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
340-	CHARGES FOR SERVICES	21,000.00	597.50	10,182.50	48.49	0.00	10,817.50
***	TOTAL REVENUES ***	21,000.00	597.50	10,182.50	48.49	0.00	10,817.50
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
592-	NON-DEPARTMENTAL	0.00	0.00	0.00	0.00	0.00	0.00
***	TOTAL EXPENDITURES ***	0.00	0.00	0.00	0.00	0.00	0.00
		=====	=====	=====	=====	=====	=====
***	TOTAL PROFIT / (LOSS) ***	21,000.00	597.50	10,182.50	48.49	0.00	10,817.50
		=====	=====	=====	=====	=====	=====

FINANCIAL STATEMENT

AS OF: DECEMBER 31ST, 2014

350-AIRPORT FUND
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
330-	INTERGOVERNMENTAL REV	38,150.00	0.00	0.00	0.00	0.00	38,150.00
340-	CHARGES FOR SERVICES	503,362.00	35,462.64	117,595.53	23.36	0.00	385,766.47
420-	ASSESSMENTS	0.00	0.00	0.00	0.00	0.00	0.00
430-	USE OF MONEY AND PROP	0.00	0.00	0.00	0.00	0.00	0.00
440-	DONATIONS FROM PRIVAT	0.00	0.00	0.00	0.00	0.00	0.00
450-	INTERFUND OPERATING T	0.00	0.00	0.00	0.00	0.00	0.00
***	TOTAL REVENUES ***	541,512.00	35,462.64	117,595.53	21.72	0.00	423,916.47
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
732-	AIRPORT OPERATIONS DE	541,435.00	52,865.39	103,744.47	19.16	0.00	437,690.53
***	TOTAL EXPENDITURES ***	541,435.00	52,865.39	103,744.47	19.16	0.00	437,690.53
		=====	=====	=====	=====	=====	=====
***	TOTAL PROFIT / (LOSS) ***	77.00	(17,402.75)	13,851.06	988.39	0.00	(13,774.06)
		=====	=====	=====	=====	=====	=====

FINANCIAL STATEMENT

AS OF: DECEMBER 31ST, 2014

370-CEMETERY OPERATING FUND
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
340-	CHARGES FOR SERVICES	83,000.00	6,020.00	12,960.00	15.61	0.00	70,040.00
430-	USE OF MONEY AND PROP	1,700.00	125.00	390.00	22.94	0.00	1,310.00
440-	DONATIONS FROM PRIVAT	1,000.00	0.00	0.00	0.00	0.00	1,000.00
450-	INTERFUND OPERATING T	20,000.00	3,212.93	3,212.93	16.06	0.00	16,787.07
460-	PROCEEDS GEN FIXED AS	<u>45,000.00</u>	<u>3,802.50</u>	<u>11,677.50</u>	<u>25.95</u>	<u>0.00</u>	<u>33,322.50</u>
***	TOTAL REVENUES ***	150,700.00	13,160.43	28,240.43	18.74	0.00	122,459.57
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
761-	CEMETERY OPERATING DE	<u>175,995.00</u>	<u>7,311.17</u>	<u>24,051.70</u>	<u>13.67</u>	<u>0.00</u>	<u>151,943.30</u>
***	TOTAL EXPENDITURES ***	175,995.00	7,311.17	24,051.70	13.67	0.00	151,943.30
		=====	=====	=====	=====	=====	=====
***	TOTAL PROFIT / (LOSS) ***	{ 25,295.00 }	5,849.26	4,188.73	16.56-	0.00	{ 29,483.73 }
		=====	=====	=====	=====	=====	=====

FINANCIAL STATEMENT

AS OF: DECEMBER 31ST, 2014

382-FLEET SERVICES OPERATING
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
340-CHARGES FOR SERVICES		700,875.00	58,512.00	175,536.00	25.05	0.00	525,339.00
420-ASSESSMENTS		0.00	7,457.56	7,457.56	0.00	0.00	(7,457.56)
430-USE OF MONEY AND PROP		0.00	0.00	308.00	0.00	0.00	(308.00)
450-INTERFUND OPERATING T		0.00	0.00	0.00	0.00	0.00	0.00
470-PROCEEDS GEN LONG TER		0.00	0.00	0.00	0.00	0.00	0.00
*** TOTAL REVENUES ***		700,875.00	65,969.56	183,301.56	26.15	0.00	517,573.44
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
517-FLEET SERVICES		700,638.00	56,532.99	161,803.57	23.72	4,379.85	534,454.58
*** TOTAL EXPENDITURES ***		700,638.00	56,532.99	161,803.57	23.72	4,379.85	534,454.58
		=====	=====	=====	=====	=====	=====
*** TOTAL PROFIT / (LOSS) ***		237.00	9,436.57	21,497.99	222.84	(4,379.85)	(16,881.14)
		=====	=====	=====	=====	=====	=====

FINANCIAL STATEMENT

AS OF: DECEMBER 31ST, 2014

384-FLEET REPLACEMENT FUND
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
340-	CHARGES FOR SERVICES	225,158.00	53,393.50	53,393.50	23.71	0.00	171,764.50
420-	ASSESSMENTS	0.00	15,200.00	15,200.00	0.00	0.00	{ 15,200.00}
430-	USE OF MONEY AND PROP	0.00	0.00	0.00	0.00	0.00	0.00
450-	INTERFUND OPERATING T	0.00	0.00	0.00	0.00	0.00	0.00
460-	PROCEEDS GEN FIXED AS	0.00	0.00	0.00	0.00	0.00	0.00
470-	PROCEEDS GEN LONG TER	0.00	0.00	0.00	0.00	0.00	0.00
***	TOTAL REVENUES ***	225,158.00	68,593.50	68,593.50	30.46	0.00	156,564.50
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
518-	EQUIPMENT REPLACEMENT	225,158.00	21,161.24	77,532.61	41.34	15,548.25	132,077.14
***	TOTAL EXPENDITURES ***	225,158.00	21,161.24	77,532.61	41.34	15,548.25	132,077.14
		=====	=====	=====	=====	=====	=====
***	TOTAL PROFIT / (LOSS) ***	0.00	47,432.26	{ 8,939.11}	0.00	{ 15,548.25}	24,487.36
		=====	=====	=====	=====	=====	=====

12/31/14

Attachment B

COUNCIL REPORT CHECKS ISSUED IN DECEMBER

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
NON-DEPARTMENTAL	GENERAL FUND	AFLAC	AFLAC PREMIUMS	2,400.89
			AFLAC PREMIUMS	0.00
		ASSURANT EMPLOYEE BENEFITS	DENTAL INSURANCE PREMIUMS	2,114.34
			DENTAL INSURANCE PREMIUMS	42.88
		CLIFFORD, PENNY CHRISTINE c/o TX CHILD	CAUSE # 12-1678-FC4	253.20
			CAUSE # 12-1678-FC4	253.20
		DEBORAH B LANGEHENNING	WILLIS: CASE NO. 13-11977	477.00
			WILLIS: CASE NO. 13-11977	477.00
		HERRERA, EDITH D %ARIZONA SUPPORT PAYM	VINCENT CLIFFORD CS FOR DE	237.46
			VINCENT CLIFFORD CS FOR DE	237.46
		MISCELLANEOUS SANCHEZ, JONATHAN	SANCHEZ, JONATHAN:RFD BASK	130.00
		ST CLAIR, BRIAN	ST CLAIR, BRIAN:RFD BASKET	60.00
		NATIONWIDE RETIREMENT SOLUTIONS	EMPLOYEE CONTRIBUTIONS	1,548.82
			EMPLOYEE CONTRIBUTIONS	1,548.82
		PRE-PAID LEGAL SERVICES	PRE-PAID LEGAL PREMIUMS	205.25
		SCOTT & WHITE HEALTHCARE	DEC 2014 HEALTH PREMIUMS	14,149.64
			DEC 2014 HEALTH PREMIUMS	485.88
		CITIZENS NATIONAL BANK	FEDERAL WITHHOLDING	20,660.35
			FEDERAL WITHHOLDING	22,689.69
			FEDERAL WITHHOLDING	2,982.07
			FICA CONTRIBUTIONS AND MAT	12,149.54
			FICA CONTRIBUTIONS AND MAT	12,894.11
			FICA CONTRIBUTIONS AND MAT	2,546.69
			MEDICARE CONTRIB AND MATCH	2,841.42
			MEDICARE CONTRIB AND MATCH	3,015.50
			MEDICARE CONTRIB AND MATCH	595.58
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	14,353.18
			CONTRIBUTIONS	14,199.82
			CONTRIBUTIONS	15,063.37
			CONTRIBUTIONS	2,875.32
		UNITED WAY OF WILLIAMSON COUNTY	EMPLOYEE CONTRIBUTIONS	16.00
			EMPLOYEE CONTRIBUTIONS	16.00
		UNUM LIFE INS CO OF AMERI	LIFE INSURANCE PREMIUMS	383.38
			LIFE INSURANCE PREMIUMS	0.00
		TAYLOR PROFESSIONAL FIREFIGHTER ASSOCI	ACCT #2091015	376.00_
			TOTAL:	152,279.86
CITY COUNCIL	GENERAL FUND	HEJL, TED W.	CITY LEGAL SERVICES-NOV 20	1,252.50
		HOPE ALLIANCE	HOPE ALLIANCE FY 14-15	10,000.00
		TEXAS MUNICIPAL LEAGUE	TML MEMBERSHIP DUES 2015-1	2,730.00
		VERIZON WIRELESS	IPAD	37.99
			CELL PHONE	263.96_
			TOTAL:	14,284.45
CITY MANAGEMENT	GENERAL FUND	ASSURANT EMPLOYEE BENEFITS	DENTAL INSURANCE PREMIUMS	126.35
		AT&T LONG DISTANCE	CITY MANAGEMENT	298.82
		BREWMESUM COFFEE	COFFEE	14.44
		LINCOLN	LTD INSURANCE PREMIUMS	61.48
		OFFICE DEPOT CORPORATION	PRINTER INK/INK	34.19
			CD-PACK	34.15
		SCOTT & WHITE HEALTHCARE	DEC 2014 HEALTH PREMIUMS	2,731.64
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	604.40
			FICA CONTRIBUTIONS AND MAT	580.76
			FICA CONTRIBUTIONS AND MAT	74.40
			MEDICARE CONTRIB AND MATCH	141.36
			MEDICARE CONTRIB AND MATCH	135.82

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			MEDICARE CONTRIB AND MATCH	17.40
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	1,275.59
			CONTRIBUTIONS	1,306.55
			CONTRIBUTIONS	1,256.67
			CONTRIBUTIONS	156.96
		VERIZON WIRELESS	IPAD	75.98
			CELL PHONE	175.98
		RUSSELL & RODRIGUEZ LLP	NOACK/THRALL	385.00
		TEXAS MUNICIPAL CLERKS ASSOCIATION, IN	2014 ELECTION MANUAL SUPPL	25.00
		QUALITY LOGO PRODUCTS	500 RUBBER DUCK STRESS	650.00
			500 SHIPPING & HANDL	322.84
			500 RUBBER DUCK STRESS	972.84-
		CINTAS CORPORATION	NOV SHREDDING SERVICE	119.40
		DAHILL	EQUIPMENT MAINT	55.28
		HAJDA, PAULA	RECEPTION FOR S HALL RETIR	776.25_
			TOTAL:	10,463.87
PUBLIC INFORMATION	GENERAL FUND	ASSURANT EMPLOYEE BENEFITS	DENTAL INSURANCE PREMIUMS	21.45
		AT&T LONG DISTANCE	PUBLIC INFORMATION OFFICER	103.61
		BREWMESUM COFFEE	COFFEE	14.43
		CIVIC PLUS	HOSTING & SUPPORT	6,073.36
			WEBSITE MEDIA-STORAGEQ	1,000.00
		GUSTAFSON, JUDIE	COMMUNITY CONNECTION LAYO	120.00
		LINCOLN	LTD INSURANCE PREMIUMS	14.03
		OFFICE DEPOT CORPORATION	INK	62.99
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	136.18
			FICA CONTRIBUTIONS AND MAT	144.18
			FICA CONTRIBUTIONS AND MAT	26.78
			MEDICARE CONTRIB AND MATCH	31.85
			MEDICARE CONTRIB AND MATCH	33.72
			MEDICARE CONTRIB AND MATCH	6.26
		TAYLOR CHAMBER OF COMMERCE	CHAMBER BANQUET TICKETS	1,200.00
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	282.36
			CONTRIBUTIONS	289.22
			CONTRIBUTIONS	306.10
			CONTRIBUTIONS	56.51
		VERIZON WIRELESS	CELL PHONE	50.00
		WILLIAMSON COUNTY SUN	SUBSCRIPTION EXP 01/05/16	45.00
		SWAGIT PRODUCTIONS, LLC	VIDEO STREAM SERVICE-NOV 2	695.00_
			TOTAL:	10,713.03
HUMAN RESOURCES	GENERAL FUND	ASSURANT EMPLOYEE BENEFITS	DENTAL INSURANCE PREMIUMS	42.88
		AT&T LONG DISTANCE	HUMAN RESOURCES	143.17
		COX TEXAS NEWSPAPERS, LP DBA:	HR DIRECTOR JOB AD	2,943.92
		BREWMESUM COFFEE	COFFEE	14.43
		DPS GEN SERVICES BUREAU	NOV CRIM BACKGROUND CHECKS	2.00
		EIEIO FOTOS & PORTRAITS	PICTURES@EMPL CHRISTMAS PA	200.00
		GOURMET CATERING	2014 HOLIDAY EMPLOYEE LUNC	1,888.20
		LINCOLN	LTD INSURANCE PREMIUMS	24.18
		LYNN ROSS & GANNAWAY, LLP	CIVIL SERVICE LEGAL SERVIC	517.50
		O'NEAL PHD, CASEY	PSYCH EXAM MIKE DICKENS	180.00
			PSYCH EXAM LAURA JOHNSON	180.00
		OFFICE DEPOT CORPORATION	TONER FOR FAX MACHINE	57.45
		SCOTT & WHITE HEALTHCARE	DEC 2014 HEALTH PREMIUMS	981.26
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	203.26
			FICA CONTRIBUTIONS AND MAT	205.04

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			FICA CONTRIBUTIONS AND MAT	95.23
			MEDICARE CONTRIB AND MATCH	47.54
			MEDICARE CONTRIB AND MATCH	47.95
			MEDICARE CONTRIB AND MATCH	22.27
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	475.51
			CONTRIBUTIONS	488.14
			CONTRIBUTIONS	491.88
			CONTRIBUTIONS	200.91
		VERIZON WIRELESS	CELL PHONE	50.00
		DEAN THREADGILL DBA:	SHIP POLICE EXAMS TO TEST	23.50
			POSTAGE TO SHIP FIRE TEST	19.80
		TEXAS CIVIL SERVICE REPORTER	CIVIL SERVICE UPDATE	100.55
		THOMPSON INFORMATION SERVICES	ANNUAL HIPAA SUBSCRIPTION	536.99
		DAHILL	EQUIPMENT MAINT	55.28
		FIRE & POLICE SELECTION INC.	POLICE WRITTEN EXAM	500.00_
			TOTAL:	10,738.84
FINANCIAL SERVICES	GENERAL FUND	ASSURANT EMPLOYEE BENEFITS	DENTAL INSURANCE PREMIUMS	64.34
		AT&T LONG DISTANCE	FINANCE	159.76
		BREWME SUM COFFEE	COFFEE	14.43
		FIRST SOUTHWEST ASSET MANAGEMENT INC.	ARBITRAGE REBATE CALC FSW	3,600.00
		LINCOLN	LTD INSURANCE PREMIUMS	53.35
		QUILL CORPORATION	HP 940 COLOR-MULTI PACK-RO	50.99
		SCOTT & WHITE HEALTHCARE	DEC 2014 HEALTH PREMIUMS	1,962.52
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	486.89
			FICA CONTRIBUTIONS AND MAT	499.96
			FICA CONTRIBUTIONS AND MAT	113.08
			MEDICARE CONTRIB AND MATCH	113.86
			MEDICARE CONTRIB AND MATCH	116.91
			MEDICARE CONTRIB AND MATCH	26.44
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	1,057.60
			CONTRIBUTIONS	1,083.28
			CONTRIBUTIONS	1,110.83
			CONTRIBUTIONS	238.58
		VERIZON WIRELESS	CELL PHONE	50.00
			MODEM	37.99
		WILCO RECYCLING	WILCO RECYCLING FY 13-14	27,538.33
		BROOKS CARDIEL, PLLC CERTIFIED PUBLIC	BROOKSCARDIEL FY13-14 AUDI	5,500.00
		DAHILL	EQUIPMENT MAINT	55.28
			X-PHASE 4622	46.95_
			TOTAL:	43,981.37
MUNICIPAL COURT	GENERAL FUND	ASSURANT EMPLOYEE BENEFITS	DENTAL INSURANCE PREMIUMS	85.76
		AT&T LONG DISTANCE	MUNICIPAL COURT	39.13
		BREWME SUM COFFEE	COFFEE SERVICE-MUNI CT	43.50
		BRINKS, INC.	MUNI CT-BRINKS-DEC 2014	433.00
			MUNI CT-BRINKS F/C-DEC 201	49.80
		HEJL, TED W.	MUNICIPAL CT SERVICES-NOV	1,695.00
		TYLER TECHNOLOGIES, INC	COURTS ONLINE MO COMPONENT	100.00
		LINCOLN	LTD INSURANCE PREMIUMS	34.41
		QUILL CORPORATION	OFFICE SUPPLIES	61.07
		RELIANT ENERGY SOLUTIONS	MONTHLY ELECTRIC BILL	111.32
		SCOTT & WHITE HEALTHCARE	DEC 2014 HEALTH PREMIUMS	1,962.53
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	408.54
			FICA CONTRIBUTIONS AND MAT	408.54
			FICA CONTRIBUTIONS AND MAT	35.71

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			MEDICARE CONTRIB AND MATCH	95.55
			MEDICARE CONTRIB AND MATCH	95.55
			MEDICARE CONTRIB AND MATCH	8.35
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	678.32
			CONTRIBUTIONS	694.78
			CONTRIBUTIONS	694.78
			CONTRIBUTIONS	75.35
		ATMOS ENERGY	NATURAL GAS-109 W 5TH	79.14
		VERIZON WIRELESS	CELL PHONE	50.00
		CONSTABLE MARTY RUBLE	WARRANT SVR-JESSENICA ARIA	50.00
		CINTAS CORPORATION #86	MATS	11.41
			MATS	11.41
			MATS	11.41
		TEXAS MUNICIPAL COURT-JUSTICE COURT NE	1 YR SUBSCRIPTION	36.00_
			TOTAL:	8,060.36
PLANNING & DEVELOPMENT GENERAL FUND		ASSURANT EMPLOYEE BENEFITS	DENTAL INSURANCE PREMIUMS	107.22
		AT&T LONG DISTANCE	COMMUNITY DEVELOPMENT	369.13
		BREWME SUM COFFEE	COFFEE	14.43
		BUREAU VERITAS NORTH AMERICA, INC.	INSPECTION-BV-NOV 2014	12,705.06
		FED EX	SHIPPING-BV	32.31
		TYLER TECHNOLOGIES, INC	BUILDING PROJECT ONLINE MO	100.00
		LINCOLN	LTD INSURANCE PREMIUMS	69.53
		OFFICE DEPOT CORPORATION	SUPPLIES	71.91
			CANNED AIR	20.95
		SCOTT & WHITE HEALTHCARE	DEC 2014 HEALTH PREMIUMS	1,962.52
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	654.59
			FICA CONTRIBUTIONS AND MAT	652.77
			FICA CONTRIBUTIONS AND MAT	124.99
			MEDICARE CONTRIB AND MATCH	153.08
			MEDICARE CONTRIB AND MATCH	152.65
			MEDICARE CONTRIB AND MATCH	29.23
		TAYLOR DAILY PRESS	AD-NOTICE OF PUBLIC HEARIN	82.00
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	1,531.16
			CONTRIBUTIONS	1,431.40
			CONTRIBUTIONS	1,427.55
			CONTRIBUTIONS	263.70
		VERIZON WIRELESS	CELL PHONE	100.00
			IPAD	75.98
		INTERNATIONAL ECONOMIC DEVELOPMENT COU	MEMBERSHIP 2/1/15-1/31/16	385.00
		DAHILL	EQUIPMENT REPAIR	55.28_
			TOTAL:	22,572.44
MAIN STREET PROGRAM 00 GENERAL FUND		ASSURANT EMPLOYEE BENEFITS	DENTAL INSURANCE PREMIUMS	0.00
		AT&T LONG DISTANCE	MAIN STREET	17.61
		BREWME SUM COFFEE	COFFEE	14.43
		LANNEN, DEBY	GRANDBURY TDA-TRANSPORTATI	190.40
			GRANDBURY TDA-MEALS	22.00
		LINCOLN	LTD INSURANCE PREMIUMS	9.46
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	93.42
			FICA CONTRIBUTIONS AND MAT	93.42
			FICA CONTRIBUTIONS AND MAT	14.88
			MEDICARE CONTRIB AND MATCH	21.85
			MEDICARE CONTRIB AND MATCH	21.85
			MEDICARE CONTRIB AND MATCH	3.48
		TAYLOR DAILY PRESS	144114/143780/143905/14390	1,214.25

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			CHRISTMAS BAZAAR ADS	551.00
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	192.41
			CONTRIBUTIONS	197.08
			CONTRIBUTIONS	197.08
			CONTRIBUTIONS	31.39
		VERIZON WIRELESS	CELL PHONE	50.00
		AMANDA'S HONEY POTS	PORTA POTTIES FOR X-MAS PA	165.00
		DAHILL	EQUIPMENT REPAIR	55.28_
			TOTAL:	3,156.29
CD-MOODY MUSEUM	GENERAL FUND	RELIANT ENERGY SOLUTIONS	MONTHLY ELECTRIC BILL	152.51
		ATMOS ENERGY	NATURAL GAS-114 W 9TH	79.85
		VERIZON WIRELESS	MODEM	37.99_
			TOTAL:	270.35
PUBLIC LIBRARY	GENERAL FUND	ASSURANT EMPLOYEE BENEFITS	DENTAL INSURANCE PREMIUMS	128.65
		AT&T LONG DISTANCE	LIBRARY	19.22
		ADT SECURITY SERVICES INC	SECURITY SERVICES 1/1-3/31	139.77
		ELLIS, KAREN	ARCHIVE MATERIAL	10.25
		INDEPENDENT STATIONERS, INC	OFFICE SUPPLIES	77.50
			OFFICE SUPPLIES	114.17
		INGRAM BOOK COMPANY	Books	10.49
			Books	142.90
			BOOK CREDIT	57.17-
			Books	182.60
			Books	25.53
			Books	10.92
			Books	911.18
			Books	62.21
			Books	10.41
		KOETTER FIRE PROTECTION OF AUSTIN, LLC	QTR FIRE PROT MONITOR SERV	99.00
		LINCOLN	LTD INSURANCE PREMIUMS	52.98
		MAGAZINE SUBSCRIPTIONS	Magazine Subscription	1,262.50
		MIDWEST TAPE	DVD's	614.73
		OFFICE DEPOT CORPORATION	Toner Cartridge	339.88
			OFFICE SUPPLIES	145.49
		RELIANT ENERGY SOLUTIONS	MONTHLY ELECTRIC BILL	1,836.60
		SCOTT & WHITE HEALTHCARE	DEC 2014 HEALTH PREMIUMS	2,453.16
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	496.83
			FICA CONTRIBUTIONS AND MAT	499.10
			FICA CONTRIBUTIONS AND MAT	142.11
			MEDICARE CONTRIB AND MATCH	116.19
			MEDICARE CONTRIB AND MATCH	116.72
			MEDICARE CONTRIB AND MATCH	33.24
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	1,159.05
			CONTRIBUTIONS	1,075.61
			CONTRIBUTIONS	1,080.39
			CONTRIBUTIONS	299.79
		ATMOS ENERGY	NATURAL GAS-801 VANCE	281.40
		VERIZON WIRELESS	CELL PHONE	50.00
		WAL-MART COMMUNITY/GEMB	OFFICE SUPPLIES	113.46
		HEWLETT-PACKARD COMPANY	Webcam Blacklit Monitor	381.58_
			TOTAL:	14,438.44
FIRE DEPARTMENT	GENERAL FUND	ASSURANT EMPLOYEE BENEFITS	DENTAL INSURANCE PREMIUMS	471.79
		AT&T LONG DISTANCE	FIRE DEPT	182.86

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
		GULF COAST PAPER CO. INC.	TRUCK WASH	43.00
			DETERGENT & CLEANER	83.95
		INTERNATIONAL ASSN OF FIRE CHIEFS	ANNUAL DUES	214.00
		LINCOLN	LTD INSURANCE PREMIUMS	284.12
		NATIONAL FIRE PROTECTION ASSOCIATION	MEMBERSHIP RENEWAL	165.00
		OFFICE DEPOT CORPORATION	TONER/MARKERS	71.53
			SUPPLIES	55.62
		RELIANT ENERGY SOLUTIONS	MONTHLY ELECTRIC BILL	1,018.87
		SCOTT & WHITE HEALTHCARE	DEC 2014 HEALTH PREMIUMS	10,793.96
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	2,797.47
			FICA CONTRIBUTIONS AND MAT	3,306.02
			FICA CONTRIBUTIONS AND MAT	604.12
			MEDICARE CONTRIB AND MATCH	654.25
			MEDICARE CONTRIB AND MATCH	773.18
			MEDICARE CONTRIB AND MATCH	141.28
		TAYLOR OFFICE PRODUCTS INC	HAZMAT TECH BOOKLETS	225.00
			CARDSTOCK FOR COO	5.00
		TEXAS COMMISSION ON FIRE PROTECTION	TRAINING FACILITY RENEWAL	85.00
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	5,982.86
			CONTRIBUTIONS	6,162.96
			CONTRIBUTIONS	7,235.88
			CONTRIBUTIONS	1,274.53
		TIME WARNER CABLE	CABLE	126.50
		TEXAS FIRE CHIEFS ASSOCIATION	DUES-P EKISS/B COPELAND	200.00
		ATMOS ENERGY	NATURAL GAS-200 WASHBURN	229.32
			NATURAL GAS-705 CP BLVD	116.26
		VERIZON WIRELESS	AIRCARD	37.99
			CELL PHONE	250.00
			MIFI/AIRCARDS	341.91
		GST PUBLIC SAFETY LLC	BASEBALL CAPS	650.76
			S/S SHIRT - EKISS	75.68
			CREDIT FOR OVERPAYMENT IN	93.55-
			ANNUAL UNIFORM ORDER	8,438.03
			ANNUAL UNIFORM ORDER	289.76
		AT&T U-VERSE	CABLE & INTERNET-304 E 3RD	139.73
		DREAMSEATS, LLC	OFFICE CHAIRS	657.00
			CHAIRS	3,196.00
			SHIPPING	175.00_
			TOTAL:	57,462.64
POLICE DEPARTMENT	GENERAL FUND	ASSURANT EMPLOYEE BENEFITS	DENTAL INSURANCE PREMIUMS	707.61
		AT&T LONG DISTANCE	POLICE	1,356.84
		BREWMESUM COFFEE	BREAKROOM SUPPLIES	108.50
			BREAKROOM SUPPLIES-TPD	50.00
		G T DISTRIBUTORS, INC	PATCHES FOR JACKETS	37.90
		GLOBAL SATELLITE COMMUNICATIONS	SATELLITE PHONE	58.26
		LEADSONLINE LLC	2014-2015 LEADS ONLINE	1,908.00
		LINCOLN	LTD INSURANCE PREMIUMS	420.70
		MILLER UNIFORM & EMBLEMS	B.MONTANEZ NAME TAG	13.69
		OFFICE DEPOT CORPORATION	OFC SUPPLIES	82.13
			EVIDENCE SUPPLIES	131.30
			OFC. SUPPLIES	19.59
			SCOTCH TAPE	17.81
			TABLET CASE FOR CHIEF	30.37
			WIPES FOR DISPATCH	50.07
			OFC. SUPPLIES	40.06

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			TONER	39.20
			OFC. SUPPLIES	53.09
		PITNEY BOWES GLOBAL FINANCIAL SERVICES	POSTAGE MACHINT RENT CHGS	139.92
		RELIANT ENERGY SOLUTIONS	MONTHLY ELECTRIC BILL	1,117.08
		SCOTT & WHITE HEALTHCARE	DEC 2014 HEALTH PREMIUMS	16,190.85
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	4,003.48
			FICA CONTRIBUTIONS AND MAT	4,217.47
			FICA CONTRIBUTIONS AND MAT	803.51
			MEDICARE CONTRIB AND MATCH	936.29
			MEDICARE CONTRIB AND MATCH	986.32
			MEDICARE CONTRIB AND MATCH	187.91
		TEEX-TEXAS EMERGENCY SERVICES TRAINING	TRAINING FOR MOREHOUSE & J	150.00
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	8,963.14
			CONTRIBUTIONS	8,930.28
			CONTRIBUTIONS	9,381.77
			CONTRIBUTIONS	1,695.21
		TIME WARNER CABLE	DECEMBER SVCS	333.32
		TSM CONSULTING SERVICES	TLETS SUPPORT 2015	1,000.00
		VERIZON WIRELESS	AIR CARD	607.98
			CELL PHONE	500.00
		ON TECHNOLOGY CONSULTANTS	TONER	225.00
			IT SUPPORT	25.00
			DECEMBER IT SUPPORT	1,682.25
			TONER	225.00
			IT SUPPORT	100.00
			SURGE PROTECTOR	165.00
		INTERNATIONAL ASSN OF CHIEFS OF POLICE	D.RAMSEY 2015 MEMBERSHIP	120.00
		BURRELL PRINTING COMPANY, INC	TRIPPLICATE FORMS	382.00
			HENSON BUSINESS CARDS	56.89
		URBAN, KEITH	REIMBURSEMENT FOR LIGHT	19.88
		TEMPLE POLICE ACADEMY	BPOC / DICKENS	175.00
		MPH INDUSTRIES, INC	BODY CAMERA	210.38
		HENSON, BRIAN	REIMB PLAIN CLOTHES GUN HO	49.39_
			TOTAL:	68,705.44
ANIMAL CONTROL	GENERAL FUND	ASSURANT EMPLOYEE BENEFITS	DENTAL INSURANCE PREMIUMS	21.44
		AT&T LONG DISTANCE	ANIMAL CONTROL	70.05
		B&L PORTABLE TOILETS	NOVEMBER RENTAL	75.00
			DECEMBER RENTAL	75.00
		BETA TECHNOLOGY, INC	CLEANING SUPPLIES	204.44
		GRAEF VETERINARY HOSPITAL	OCTOBER VET SERVICES	94.00
			NOVEMBER VET SERVICES	204.00
		LINCOLN	LTD INSURANCE PREMIUMS	11.31
		MOSS & MOSS INC. #6000	SHELTER SUPPLIES	32.51
			SHELTER TOOLS & SUPPLIES	116.24
		RELIANT ENERGY SOLUTIONS	MONTHLY ELECTRIC BILL	288.85
		SCOTT & WHITE HEALTHCARE	DEC 2014 HEALTH PREMIUMS	490.64
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	156.92
			FICA CONTRIBUTIONS AND MAT	100.45
			FICA CONTRIBUTIONS AND MAT	38.69
			MEDICARE CONTRIB AND MATCH	36.70
			MEDICARE CONTRIB AND MATCH	23.49
			MEDICARE CONTRIB AND MATCH	9.05
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	222.92
			CONTRIBUTIONS	306.65
			CONTRIBUTIONS	230.26

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			CONTRIBUTIONS	81.62
		TRACTOR SUPPLY COMPANY	SHELTER SUPPLIES	229.08
			SHELTER SUPPLIES	36.44
		VERIZON WIRELESS	CELL PHONE	100.00
		WAL-MART COMMUNITY/GEMB	SHELTER CLEANING SUPPLIES	167.65
			SHELTER CLEANING SUPPLIES	300.00
			SHELTER SUPPLIES	224.67
		AT&T U-VERSE	INTERNET-600 W 4TH	71.33_
			TOTAL:	4,019.40
PUBLIC WORKS ADMIN	GENERAL FUND	ASSURANT EMPLOYEE BENEFITS	DENTAL INSURANCE PREMIUMS	0.00
		LINCOLN	LTD INSURANCE PREMIUMS	0.00_
			TOTAL:	0.00
STREETS & GROUND MAINT	GENERAL FUND	ASSURANT EMPLOYEE BENEFITS	DENTAL INSURANCE PREMIUMS	257.29
		AT&T LONG DISTANCE	PUBLIC WORKS-STREETS/GROUN	73.53
		ADT SECURITY SERVICES INC	1424 N MAIN/SECUR 1/1-3/31	299.70
		BARCO MUNICIPAL PRODUCTS	ST,GR/8 NO PARK STAND STOP	276.40
			ST,GR/4 "DEAD END" SIGNS21	258.20
		R LOPEZ ENTERPRISES INC	MOODY/GR MAINT & IRR REP 1	27.50
			MOODY/GR MAINT & IRR REP 1	421.31
			AQUATICS/GROUNDS MAINT 170	449.40
			LIBRARY/GROUNDS MAINT 1705	798.25
			PD/GROUNDS MAINT 17055	387.61
			S SCAPES/GROUNDS MAINT 170	1,190.00
			ANNEX&TALBOT/GR MAINT 1705	192.50
			HERITAGE/IRRIG REP 17070	25.00
			HERITAGE/GR MAINT 17070	702.19
		EVINS TEMPORARIES, INC.	ST,GR/1 TEMP 11/26/14 119	18.90
			ST,GR/1 TEMP12/1-12/5 119	280.35
			ST,GR/1 TEMP 12/8-12/9 119	113.40
			ST,GR/1 TEMP 12/15-12/19/1	277.20
		KELLY D. KRUSE	HERITAGE/POWER FOR LIGHTS3	875.00
			HERITAGE X-MAS LIGHTS INST	244.70
		LINCOLN	LTD INSURANCE PREMIUMS	125.38
		MOSS & MOSS INC. #4000	CHRISTMAS LIGHTS/TIMER 126	20.95
			ST,GR/MARKING TAPE 126323	9.45
			ST,GR/HARDWARE 126517	8.45
			NORTHPARK SIGN INSTALL 126	26.71
			ST,GR/CONCRETE 126913	20.03
			ST,GR/PAINT,SAND PAPER 126	6.68
		OFFICE DEPOT CORPORATION	ST,GR,/FAX TONER,CALEND 70	57.31
			ST,GR/STAPLER 4001	34.57
		RELIANT ENERGY SOLUTIONS	MONTHLY ELECTRIC BILL	5,863.32
		SCOTT & WHITE HEALTHCARE	DEC 2014 HEALTH PREMIUMS	6,378.20
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	1,228.60
			FICA CONTRIBUTIONS AND MAT	1,262.55
			FICA CONTRIBUTIONS AND MAT	297.61
			MEDICARE CONTRIB AND MATCH	287.33
			MEDICARE CONTRIB AND MATCH	295.28
			MEDICARE CONTRIB AND MATCH	69.61
		TEXAS DEPT OF AGRICULTURE	B BACHMEYER/HERB LIC RENEW	12.00
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	2,492.34
			CONTRIBUTIONS	2,618.59
			CONTRIBUTIONS	2,690.23
			CONTRIBUTIONS	627.84

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
		TIME WARNER CABLE	INTERNET	110.72
		ATMOS ENERGY	1424 N MAIN/GAS USAGE 1202	165.66
		VERIZON WIRELESS	CELL PHONE	367.98
		VULCAN CONSTRUCTION MATERIALS, LP DBA:	ST,GR/4 LOADS CC	7,321.33
		WILLIAMSON COUNTY GRAIN	ST,GR/DUCK FOOD 080802	65.00
		ZEE MEDICAL, INC.	1424 N MAIN/MED KIT REFILL	32.75
		NUNEZ, MARK	NUNEZ/HERB CEU'S	9.00
		BACHMEYER, BRETT	BACHMEYER/HERB CEU'S	9.00
		RELIABLE TIRE DISPOSAL	ST,GR/TIRE DISPOSAL 967	149.25
		WINDMILL MINI STORAGE	ST,GR/CHRIST LIGHTS STORAG	918.00
			ST,GR/CHRIST LIGHTS STORAG	918.00
		MCCOY'S BUILDING SUPPLY	C SLAVYCH/CDL LICENSE 5317	6.81
		CINTAS CORPORATION #86	ST,GR/UNIFORMS 114489	80.27
			ST,GR/UNIFORMS 117740	80.27
			ST,GR/UNIFORMS 120978	80.27
			ST,GR/UNIFORMS 124176	80.27
		SLAVYCH, CODY	C SLAVYCH/CDL LICENSE 1212	49.00_
			TOTAL:	42,045.04
PARKS & RECREATION	GENERAL FUND	ASSURANT EMPLOYEE BENEFITS	DENTAL INSURANCE PREMIUMS	128.65
		BETA TECHNOLOGY, INC	TRPSC/AIR FRESHENER 594205	201.84
		CUNNINGHAM, CASEY	CUNNINGHAM/HERB CEU'S BREA	9.00
		GRAINGER, W. W. INC.	TRPSC/LOCKS 78489	80.56
			TRPSC/CABLE TIES 78489	162.40
		JOSEPH DEAN GLOVER DBA:	TRPSC/RODENT CONTROL 1023A	40.00
		KELLY-MOORE PAINT COMPANY, INC	TRPSC/MARKING PAINT 234833	202.25
			TRPSC/PAINT 235151	80.90
		LESLIE'S POOL SUPPLIES, INC	MURPHY PL/SULF ACID 29259	145.34
		LINCOLN	LTD INSURANCE PREMIUMS	45.19
		MATERA PAPER CO INC	TRPSC/TISSUE,LINERS 081475	237.82
		MOBILE MINI, INC	TRPSC/MOBILE LEASE 12/7-1/	102.00
		MOSS & MOSS INC. #5000	TRPSC/CABLE TIES 126226	20.44
			TRPSC/IRRIG REP PARTS 1265	9.94
			TRPSC/PAINT ROLLERS 126759	4.64
		OFFICE DEPOT CORPORATION	TRPSC/COPY PAPER,CALEND 70	51.48
			P&R/PENS,CLIPBOARDS 643001	16.61
			P&R/KEYBOARD 2073001	71.99
			P&R/PRINTER 7048001	189.99
			P&R/FOLDERS,HOLE P,BOXES 9	108.37
		POPE MATERIALS INC	TRPSC/3 LDS BASE TRANSPOR	387.45
		RELIANT ENERGY SOLUTIONS	MONTHLY ELECTRIC BILL	3,100.19
			MONTHLY ELECTRIC BILL	2,512.24
		SCOTT & WHITE HEALTHCARE	DEC 2014 HEALTH PREMIUMS	2,943.80
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	428.02
			FICA CONTRIBUTIONS AND MAT	482.42
			FICA CONTRIBUTIONS AND MAT	44.64
			MEDICARE CONTRIB AND MATCH	100.11
			MEDICARE CONTRIB AND MATCH	112.82
			MEDICARE CONTRIB AND MATCH	10.44
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	911.00
			CONTRIBUTIONS	946.90
			CONTRIBUTIONS	1,061.65
			CONTRIBUTIONS	94.17
		TRACTOR SUPPLY COMPANY	TRPSC/PAINT THINNER 309518	9.99
		VERIZON WIRELESS	CELL PHONE	160.00
			IPAD	37.99

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
		WAL-MART COMMUNITY/GEMB	TRPSC PAINT FOR RESTROOM	58.29
		ZEE MEDICAL, INC.	TRPSC/MED KIT REFILLS 7068	172.35
		MCCOY'S BUILDING SUPPLY	TRPSC/IRRIG REPAIR PARTS	13.66
			TRPSC/BUSHINGS 5317121	2.94
			TRPSC/RAGS 5317121	3.66
			TRPSC/BUSHINGS 5317122	3.86
		CINTAS CORPORATION #86	TRPSC/UNIFORMS 114494	44.60
			TRPSC/UNIFORMS 117745	326.25
			TRPSC/UNIFORMS 120983	44.60
		PEPSI BOTTLING COMPANY	TRPSC-PEPSI CONTRACT	576.40
		PIONEER MANUFACTURING COMPANY INC.	TRPSC/MARKING PAINT 540974	545.00
		SANDERS IRRIGATION & LAWN CARE	TRPSC/IRRIG VALVE REPLACE1	570.00
			TRPSC/IRRIG REPAIRS 15330	368.00_
			TOTAL:	17,982.85
INTERNAL SERVICES/BLDG GENERAL FUND		ASSURANT EMPLOYEE BENEFITS	DENTAL INSURANCE PREMIUMS	80.41
		AT&T LONG DISTANCE	PUBLIC WORKS-BLDG MAINT	37.07
			IT DEPT	64.48
			SURCHARGES & OTHER FEES	58.71
		ADT SECURITY SERVICES INC	SECURITY ALARM	155.69
		BREWME SUM COFFEE	COFFEE	14.43
		D.A. WARDEN COMPANY, INC.	FILTERS	1,609.33
		CHIRP SECURITY	INSTALL SPEAKER-CITY HALL	193.00
		JOSEPH DEAN GLOVER DBA:	PEST CONTROL	655.00
			PEST CONTROL	135.00
		KELLY D. KRUSE	BALLAST BULBS-POLICE	228.30
			LAMP-STREET	17.90
			REPAIR FLAG POLE LIGHT-POL	484.75
			REPLACE CONNECTOR-AIRPORT	372.40
			INSTALL LIGHTS ON TIMER-ST	732.05
		LINCOLN	LTD INSURANCE PREMIUMS	37.77
		MOSS & MOSS INC. #6000	CORD/MISC HARDWARE-STA 1	2.62
			LOCK/HASP - CITY HALL	12.16
			BULBS-EAST YARD	42.74
			RUBBING BRICK/BLOCK/GLUE-L	20.90
			SASH CORD/TARP COVER-CH	11.61
		MOSS & MOSS INC. #8000	KEYS/ICE SCOOPS	27.66
		OFFICE DEPOT CORPORATION	SUPER GLUE	5.99
			CABLE	15.19
			CABLES	19.26
		RELIANT ENERGY SOLUTIONS	MONTHLY ELECTRIC BILL	1,167.21
		S & D PLUMBING	REPIPE SEWER MAIN LINE	16,042.83
			UNCLOGGED SEWER LINE-CH	375.00
			UNCLOG SEWER LINE	875.00
		SCOTT & WHITE HEALTHCARE	DEC 2014 HEALTH PREMIUMS	1,962.53
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	367.73
			FICA CONTRIBUTIONS AND MAT	358.22
			FICA CONTRIBUTIONS AND MAT	113.08
			MEDICARE CONTRIB AND MATCH	86.00
			MEDICARE CONTRIB AND MATCH	83.78
			MEDICARE CONTRIB AND MATCH	26.44
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	758.16
			CONTRIBUTIONS	795.10
			CONTRIBUTIONS	775.04
			CONTRIBUTIONS	238.58
		ATMOS ENERGY	NATURAL GAS-400 PORTER	323.42

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			NATURAL GAS-307 FERGUSON	42.06
		VERIZON WIRELESS	CELL PHONE	299.28
			MIFI	75.98
		VIC'S HEAT & AIR	GAS VALVE-CITY HALL	504.00
			THERMOSTAT-CITY HALL	364.50
			SERVICE A/C-STA 1	89.50
			BLOWER MOTOR-MOODY	369.25
		WAYNE GING, JR DBA: WAYNE'S PLUMBING	REPLACE HOSE BIB-MOODY	343.50
		MCCOY'S BUILDING SUPPLY	2X4 LUMBER-ACO	38.11
		COBRA COMMUNICATIONS	MOVE EXTENSION-CITY HALL	60.00
		SPARKLETTS & SIERRA SPRINGS	COOLER RENTAL	5.41
		CINTAS CORPORATION #86	MATS	61.59
			MATS	57.89
			MATS	61.59_
			TOTAL:	31,755.20
ENGINEERING & INSPECTI	GENERAL FUND	ASSURANT EMPLOYEE BENEFITS	DENTAL INSURANCE PREMIUMS	0.00
		LINCOLN	LTD INSURANCE PREMIUMS	0.00
		RELIANT ENERGY SOLUTIONS	MONTHLY ELECTRIC BILL	0.00
		SKYBEAM	INTERNET-303 AIRPORT RD	64.95
		SLEDGE ENGINEERING	MONTHLY RETAINAGE	2,350.00_
			TOTAL:	2,414.95
INTERNAL SVC/ I T DEPT	GENERAL FUND	ASSURANT EMPLOYEE BENEFITS	DENTAL INSURANCE PREMIUMS	21.44
		LINCOLN	LTD INSURANCE PREMIUMS	10.24
		SCOTT & WHITE HEALTHCARE	DEC 2014 HEALTH PREMIUMS	490.63
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	83.21
			FICA CONTRIBUTIONS AND MAT	83.21
			FICA CONTRIBUTIONS AND MAT	17.86
			MEDICARE CONTRIB AND MATCH	19.46
			MEDICARE CONTRIB AND MATCH	19.46
			MEDICARE CONTRIB AND MATCH	4.18
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	201.91
			CONTRIBUTIONS	206.81
			CONTRIBUTIONS	206.81
			CONTRIBUTIONS	37.67
		TIME WARNER CABLE	CABLE	111.60
		VERIZON WIRELESS	CELL PHONE	50.00
		ON TECHNOLOGY CONSULTANTS	IT CONSULTING	1,452.20
		ACC BUSINESS	INTERNET	908.52_
			TOTAL:	3,925.21
NON-DEPARTMENTAL	GENERAL FUND	CARTS	CARTS	9,000.00
		MISCELLANEOUS ROSE, JONATHAN	ROSE, JONATHAN:LIBRARY BK	15.00
		GOETTING, DIANA	GOETTING, DIANA:BOOK REFUN	14.00_
			TOTAL:	9,029.00
TIF EXPENDITURES	TIF (TAX INCREMENT	DESIGN WORKSHOP, INC	DESIGN WORKSHOP 10-1 TO 10	17,229.83
			DESIGN WORKSHOP 11.1 TO 11	30,541.80_
			TOTAL:	47,771.63
HOTEL/MOTEL TAX	HOTEL/MOTEL FUND	TAYLOR MARKETING TEAM	TAYLOR MARKET TEAM-ARSENAL	4,967.64
			CITY PORTION OF BRANDING P	3,247.50_
			TOTAL:	8,215.14
LEASE PAYMENT T J C	TEXAS CAPITAL FUND	TEXAS DEPT OF AGRICULTURE	DEC 2014 LEASE PAYMENT	2,085.25

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			TOTAL:	2,085.25
CONTRIBUTE CIVIC PROGR	MAIN STREET REVENUE	JAYROE, CALVIN & ANNA	#3 OF 10-THE NEST BOX (CHE	600.00
			#4 OF 10-THE NEST BOX	600.00
		PFEIL, RICHARD OR FAY	MAIN ST RENT ASST-TAYLOR'S	250.00
			#4 OF 10-TAYLORS ANTIQUES	250.00
		QUINN, J PATRICK DBA MAIN STREET CENTE	#1 OF 12-THE SUMMER HOUSE	400.00
			MAIN ST RENT ASST-#2 OF 12	400.00
		PROJECT LOOP	DISTRIBUTE MONIES CAR SHOW	2,020.88
		KMCA, LTD	#7 OF 10-ANGLES & TANGLES	450.00
			MAIN ST RENT ASST #8-10 AN	450.00
		OLLE PROPERTIES LLC	MAIN ST RENT ASST-#1 OF 12	750.00
		BLUNDELL, JUDY	#1 OF 12-WESTLUND PIANO ST	125.00_
			TOTAL:	6,295.88
AMY YOUNG BARRIER REMO	GENERAL CAPITAL IM	PRECISION CONSTRUCTION, LLC	AYBR 2600 CHERRYLAWN	17,375.00
		AMANDA'S HONEY POTS	PORT TOILET RENT-603 MARIPOSA	160.00_
			TOTAL:	17,535.00
CDBG STREETS	GENERAL CAPITAL IM	SLEDGE ENGINEERING	CDBG STREETS	500.00_
			TOTAL:	500.00
2014 STREET MAINTENANCE	GENERAL CAPITAL IM	RAMMING PAVING CO. INC.	2014 ST MAINT PAY REQ #6	55,627.88_
			TOTAL:	55,627.88
PAVEMENT MANAGEMENT	GENERAL CAPITAL IM	SLEDGE ENGINEERING	2013 PAVEMENT MANAGEMENT	3,500.00_
			TOTAL:	3,500.00
HOME PROGRAM 2012-0038	GENERAL CAPITAL IM	ABSOLUTE RESIDENTIAL APPRAISALS	AYBR-607 W RIO GRANDE APPR	350.00_
			TOTAL:	350.00
MISC DRAINAGE PROJECTS	MDUS IMPROVEMENT P	HALFF ASSOCIATES, INC.	PART II-DONNA DR	28,000.00
			PART IV-ADDITIONAL SITES	7,739.96_
			TOTAL:	35,739.96
NON-DEPARTMENTAL	PUBLIC UTILITIES F	AFLAC	AFLAC PREMIUMS	421.52
		ASSURANT EMPLOYEE BENEFITS	DENTAL INSURANCE PREMIUMS	373.30
		ENRIQUEZ, BIANCA %TX CHILD SUPPORT SDU	01-0186 DANIEL JACOB GARCI	298.15
			01-0186 DANIEL JACOB GARCI	298.15
		NATIONWIDE RETIREMENT SOLUTIONS	EMPLOYEE CONTRIBUTIONS	120.00
			EMPLOYEE CONTRIBUTIONS	120.00
		PRE-PAID LEGAL SERVICES	PRE-PAID LEGAL PREMIUMS	67.75
		SLEDGE ENGINEERING	DOWNTOWN WATERLINE IMPROVE	3,100.00
		SCOTT & WHITE HEALTHCARE	DEC 2014 HEALTH PREMIUMS	2,404.04
		CITIZENS NATIONAL BANK	FEDERAL WITHHOLDING	2,919.56
			FEDERAL WITHHOLDING	2,603.66
			FEDERAL WITHHOLDING	377.92
			FICA CONTRIBUTIONS AND MAT	2,029.13
			FICA CONTRIBUTIONS AND MAT	1,899.76
			FICA CONTRIBUTIONS AND MAT	505.91
			MEDICARE CONTRIB AND MATCH	474.54
			MEDICARE CONTRIB AND MATCH	444.29
			MEDICARE CONTRIB AND MATCH	118.31
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	2,434.60
			CONTRIBUTIONS	2,401.51
			CONTRIBUTIONS	2,237.50

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			CONTRIBUTIONS	571.20
		UNUM LIFE INS CO OF AMERI	LIFE INSURANCE PREMIUMS	174.02
		GORDON, DAN	REIMBURSE FOR AFLAC DEDUCT	171.45_
			TOTAL:	26,566.27
UTILITIES ADMINISTRATI	PUBLIC UTILITIES F	ASSURANT EMPLOYEE BENEFITS	DENTAL INSURANCE PREMIUMS	128.65
		AT&T LONG DISTANCE	UTILITY BILLING	209.11
		BREWME SUM COFFEE	COFFEE	14.43
		BRINKS, INC.	UB-BRINKS-DEC 2014	532.82
			UB-BRINKS-F/C-DEC 2014	61.27
		TYLER TECHNOLOGIES, INC	UT BILLING ONLINE MO COMPO	220.00
			WEBSITE MONTHLY FEE	50.00
		INDEPENDENT STATIONERS, INC	TONER	104.16
			PAPER, HIGHLIGHTERS, TAPE	151.43
		LINCOLN	LTD INSURANCE PREMIUMS	50.59
		MVBA LAW FIRM	PACHICANO 03-0775-11	34.66
			PAGE 04-1310-08	130.83
			SMITH 10-1800-06	2.26
			THOMAS 28-0240-12	36.76
			VILLARREAL 10-0417-16	17.89
			BADILLO 03-1610-15	40.78
			CAMPOS 09-1380-01	20.00
			CHAPA 13-1260-12	89.21
			DIAZ 01-2220-03	56.16
			GARRETT 10-0210-11	118.87
			JACKSON 11-1584-05	66.01
			MCNEAL 03-1600-16	33.40
			MING 27-0460-06	6.06
			05-1940-03 PAYNE	33.65
		RELIANT ENERGY SOLUTIONS	MONTHLY ELECTRIC BILL	147.74
		SCOTT & WHITE HEALTHCARE	DEC 2014 HEALTH PREMIUMS	2,453.16
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	479.45
			FICA CONTRIBUTIONS AND MAT	476.95
			FICA CONTRIBUTIONS AND MAT	124.99
			MEDICARE CONTRIB AND MATCH	112.13
			MEDICARE CONTRIB AND MATCH	111.54
			MEDICARE CONTRIB AND MATCH	29.23
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	1,003.01
			CONTRIBUTIONS	1,038.02
			CONTRIBUTIONS	1,032.75
			CONTRIBUTIONS	263.71
		VERIZON WIRELESS	CELL PHONE	349.99
			CELL PHONE	20.00_
			TOTAL:	9,851.67
WASTEWATER TREATMENT	PUBLIC UTILITIES F	ASSURANT EMPLOYEE BENEFITS	DENTAL INSURANCE PREMIUMS	64.33
		AT&T LONG DISTANCE	WASTEWATER	3.52
		AQUA-TECH LABORATORIES-AQ	NOV 2014 ANALYSIS	852.00
		HACH COMPANY	BUFFERS, GLASS FILTERS	171.77
		O'REILLY AUTOMOTIVE, INC.	MAG GLASS	5.99
		HUTHER AND ASSOC., INC.	BIOMONITORING PROJECT #231	850.00
		CHEMSEARCH DIVISION	BRILLIANCE AEROSOL	165.28
		LINCOLN	LTD INSURANCE PREMIUMS	25.97
		MANTEK DIVISION	HAND DISENFECTANT	516.71
		MOSS & MOSS INC. #3000	ADAPTER, ELBOW, CORD	31.12
		RELIANT ENERGY SOLUTIONS	MONTHLY ELECTRIC BILL	13,038.97

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
		SKYBEAM	INTERNET-100 OUR LADY GUAD	64.95
		SCOTT & WHITE HEALTHCARE	DEC 2014 HEALTH PREMIUMS	1,471.89
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	333.39
			FICA CONTRIBUTIONS AND MAT	306.77
			FICA CONTRIBUTIONS AND MAT	29.76
			MEDICARE CONTRIB AND MATCH	77.97
			MEDICARE CONTRIB AND MATCH	71.74
			MEDICARE CONTRIB AND MATCH	6.96
		STENCE ELECTRIC	WWTP-LIFT STAT FLOAT SWITC	170.00
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	638.77
			CONTRIBUTIONS	710.85
			CONTRIBUTIONS	621.16
			CONTRIBUTIONS	62.79
		VERIZON WIRELESS	CELL PHONE	100.00
		USA BLUEBOOK; INC. DBA	CHARTS, THERMOMETER, JARS	213.18
			JARS	111.90
		GARCIA, DANIEL	WW OPERATIONS TRAINING	33.00
		CINTAS CORPORATION #86	CINTAS CORPORATION #86	24.93
			CINTAS CORPORATION #86	24.93
			CINTAS CORPORATION #86	24.93
			CINTAS CORPORATION #86	24.93_
			TOTAL:	20,850.46
DISTRIBUTION/COLLECTIO	PUBLIC UTILITIES F	ASSURANT EMPLOYEE BENEFITS	DENTAL INSURANCE PREMIUMS	257.32
		AT&T LONG DISTANCE	UTILITIES-MAINTENANCE	20.88
		ACT PIPE & SUPPLY, LTD	NOV 14 PARTS LIST	5,837.77
			NOV 14 PARTS LIST	10,075.92
			NOV 14 PARTS LIST	2,373.75
		BREWME SUM COFFEE	BREWME SUM COFFEE	102.25
		CITY OF ROUND ROCK	SAMPLES NOV 2014	320.00
		CLAWSON, DUSTIN	WW OPERATIONS TRAINING	33.00
		DPC INDUSTRIES, INC.	CHLORINE	90.78
			CHLORINE	30.00
		DUNHAM ENGINEERING INC	WATER TOWER INSPECTIONS	5,000.00
		LINCOLN	LTD INSURANCE PREMIUMS	115.64
		TODD MEAKER	WATER UTIL SAFETY TRAINING	33.00
		MANTEK DIVISION	TRIMATIC	422.05
			CITRI CON	1,309.35
			WYPALLS	163.87
		MOSS & MOSS INC. #3000	CONDUIT, HOOK, COUPLING	23.73
			TOOL, HOSE, CLAMP	14.88
			CONCRETE	13.36
			PAIL, DOWEL	8.06
			BATTERIES	7.90
			PVC CUTTER, ENAMEL	40.90
			PADLOCK	56.86
			BULB	9.29
			LEVER, VALVE	10.96
			BLADES	17.08
		RELIANT ENERGY SOLUTIONS	MONTHLY ELECTRIC BILL	2,961.52
		SLEDGE ENGINEERING	MONTHLY RETAINAGE	2,350.00
		SCOTT & WHITE HEALTHCARE	DEC 2014 HEALTH PREMIUMS	5,887.61
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	1,216.29
			FICA CONTRIBUTIONS AND MAT	1,116.04
			FICA CONTRIBUTIONS AND MAT	351.16
			MEDICARE CONTRIB AND MATCH	284.44

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			MEDICARE CONTRIB AND MATCH	261.01
			MEDICARE CONTRIB AND MATCH	82.12
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	2,799.66
			CONTRIBUTIONS	2,738.55
			CONTRIBUTIONS	2,527.05
			CONTRIBUTIONS	740.86
		TX COMMISSION ON ENVIRONMENTAL QUALITY	TESTING - DUSTIN CLAWSON	111.00
		TRACTOR SUPPLY COMPANY	ANGLE, CLAMP, BUCKET	34.92
			BOOTS-WALLA	79.99
			BUCKET	15.99
			CHAIN	53.72
			BOOTS	129.99
		ATMOS ENERGY	1200 N MAIN-NATURAL GAS	189.65
		VERIZON WIRELESS	IPAD	37.99
			CELL PHONE	303.53
			MIFI	37.99
		WAL-MART COMMUNITY/GEMB	HOOKS, NET	19.30
			PHONE CASE	16.96
			DETERGENT	12.97
		SCHMIDT, JOHN	CDL RENEWAL REIMBURSEMENT	61.00
		CINTAS CORPORATION #86	CINTAS CORPORATION #86	90.25
			CINTAS CORPORATION #86	90.25
			CINTAS CORPORATION #86	90.25
			CINTAS CORPORATION #86	90.25_
			TOTAL:	51,170.91
UTILITIES NONDEPARTMEN	PUBLIC UTILITIES F	BRAZOS RIVER AUTHORITY	DEC 2014 TREATED WATER	133,210.29_
			TOTAL:	133,210.29
NON-DEPARTMENTAL	AIRPORT FUND	CITIZENS NATIONAL BANK	FEDERAL WITHHOLDING	121.00
			FEDERAL WITHHOLDING	121.00
			FEDERAL WITHHOLDING	0.27
			FICA CONTRIBUTIONS AND MAT	67.30
			FICA CONTRIBUTIONS AND MAT	67.30
			FICA CONTRIBUTIONS AND MAT	5.95
			MEDICARE CONTRIB AND MATCH	15.74
			MEDICARE CONTRIB AND MATCH	15.74
			MEDICARE CONTRIB AND MATCH	1.39
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	75.99
			CONTRIBUTIONS	75.99
			CONTRIBUTIONS	75.99
			CONTRIBUTIONS	6.72_
			TOTAL:	650.38
AIRPORT OPERATIONS DEP	AIRPORT FUND	AT&T LONG DISTANCE	AIRPORT	9.17
		AVFUEL CORP.	100LL FUEL	19,348.79
			JET A FUEL	13,650.43
		BREWMESUM COFFEE	COFFEE SUPPLIES-AIRPORT	30.00
		LINCOLN	LTD INSURANCE PREMIUMS	6.73
		MASTER BURGLAR ALARM, INC	ALARM SERVICE-AIRPORT	63.00
		RELIANT ENERGY SOLUTIONS	MONTHLY ELECTRIC BILL	616.38
		SKYBEAM	INTERNET-303 AIRPORT RD	64.95
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	67.30
			FICA CONTRIBUTIONS AND MAT	67.30
			FICA CONTRIBUTIONS AND MAT	5.95
			MEDICARE CONTRIB AND MATCH	15.74

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			MEDICARE CONTRIB AND MATCH	15.74
			MEDICARE CONTRIB AND MATCH	1.39
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	138.62
			CONTRIBUTIONS	141.98
			CONTRIBUTIONS	141.98
			CONTRIBUTIONS	12.56
		VERIZON WIRELESS	CELL PHONE	50.00_
			TOTAL:	34,448.01
NON-DEPARTMENTAL	CEMETERY OPERATING	ASSURANT EMPLOYEE BENEFITS	DENTAL INSURANCE PREMIUMS	0.00
		SCOTT & WHITE HEALTHCARE	DEC 2014 HEALTH PREMIUMS	0.00
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	99.81_
			TOTAL:	99.81
CEMETERY OPERATING	CEMETERY OPERATING	ASSURANT EMPLOYEE BENEFITS	DENTAL INSURANCE PREMIUMS	0.00
		AT&T LONG DISTANCE	CEMETERY	64.72
		ADT SECURITY SERVICES INC	CEM/SECURITY 1/1 -3/31/15	162.24
		LINCOLN	LTD INSURANCE PREMIUMS	0.00
		RELIANT ENERGY SOLUTIONS	MONTHLY ELECTRIC BILL	36.29
		SCOTT & WHITE HEALTHCARE	DEC 2014 HEALTH PREMIUMS	0.00
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	182.08
		TRACTOR SUPPLY COMPANY	J WILSON/RAINWEAR 309608	128.97
			L DELUNA/RAINWEAR	128.97
			CEM/DELUNA&WILSON/JACKETS	99.98
		VERIZON WIRELESS	CELL PHONE	50.00
		SMITH, PECOS	CEM/DEC 9 REG,1 ASHES 6227	4,250.00_
			TOTAL:	5,103.25
NON-DEPARTMENTAL	FLEET SERVICES OPE	AFLAC	AFLAC PREMIUMS	103.45
		ASSURANT EMPLOYEE BENEFITS	DENTAL INSURANCE PREMIUMS	62.02
		NATIONWIDE RETIREMENT SOLUTIONS	EMPLOYEE CONTRIBUTIONS	10.00
			EMPLOYEE CONTRIBUTIONS	10.00
		PRE-PAID LEGAL SERVICES	PRE-PAID LEGAL PREMIUMS	0.00
		SCOTT & WHITE HEALTHCARE	DEC 2014 HEALTH PREMIUMS	218.32
		CITIZENS NATIONAL BANK	FEDERAL WITHHOLDING	429.51
			FEDERAL WITHHOLDING	431.98
			FEDERAL WITHHOLDING	69.92
			FICA CONTRIBUTIONS AND MAT	240.14
			FICA CONTRIBUTIONS AND MAT	239.72
			FICA CONTRIBUTIONS AND MAT	38.69
			MEDICARE CONTRIB AND MATCH	56.16
			MEDICARE CONTRIB AND MATCH	56.06
			MEDICARE CONTRIB AND MATCH	9.05
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	279.08
			CONTRIBUTIONS	283.59
			CONTRIBUTIONS	283.12
			CONTRIBUTIONS	43.68
		UNUM LIFE INS CO OF AMERI	LIFE INSURANCE PREMIUMS	28.25_
			TOTAL:	2,892.74
FLEET SERVICES SECTION	FLEET SERVICES OPE	A-LINE AUTO PARTS LP	#608 MOTOR MOUNT	13.38
			#728 SWITCH	4.69
			#514 TAIL LIGHT	6.53
			#90 RADIATOR CAP	3.30
			Q1 WIPER BLADE	19.78
			#533 V-BELT	6.24

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			#700 WIPER BLADE	9.98
			#608 SEALANT	6.36
			#518 TRAILER CONNECTOR	1.89
			#608 AIR FILTER/OIL	44.41
			#25 VALVE	20.77
			OIL FILTERS-STOCK	17.56
			#334 OIL	33.84
			OIL FILTERS-STOCK	8.78
			ROTORs-POLICE STOCK	511.10
			#87 OIL FILTER	18.94
			#94 RADIATOR	142.91
			WIPER BLADES-POLICE STOCK	29.94
			#94 RADIATOR CAP	10.31
		ASSURANT EMPLOYEE BENEFITS	DENTAL INSURANCE PREMIUMS	42.88
		AT&T (ATLANTA)	INSPECTION-LONG DISTANCE	167.08
		AIRGAS, INC.	OXYGEN	108.42
		JIM McNABB INC DBA: ART	#731/#732 DECALS	40.00
		AUSTIN POMA, INC	LED WARNING LIGHTS	269.00
			#335 SPOTLIGHT	205.00
			LED LIGHTS	93.46
			LED LIGHTS-STOCK	720.00
		AUSTIN TURF & TRACTOR	FILTERS/BLADES-TRPSC	375.95
		COUFAL-PRATER	THROTTLE/ROD/SHAFT-FIRE DE	17.78
			#551 DRIVESHAFT	855.39
			#551 CONTROLLER	52.86
			#552 TURN SIGNAL CONTROLLE	60.70
			#726 FILTER	19.67
			#552 REPAIRS	3,101.11
		GDI TIMS	INSPECT LINE	2.10
		GCR TIRES & SERVICE	#533 TIRES	207.04
			STOCK	770.77
			#620 TIRE MOUNT	925.57
		HENNA CHEVROLET INC	#548 DOOR STOP	49.44
			#608 REVERSE DAMPER RING	6.40
			#95 BULBS/HARNESS	133.94
		O'REILLY AUTOMOTIVE, INC.	#607 FILTERS	115.08
			DISC PAD SETS/POLICE	124.29
			STARTER SWITCH	17.79
		HOLT COMPANY	WWTP ANNUAL MAINTENANCE	1,650.00
		INDUSTRIAL DISPOSAL SUPPLY COMPANY	#517 BOLT KIT/CONTROL VALV	417.92
		INTERSTATE BATT. N AUSTIN	#552 BATTERY	119.58
			#22 BATTERY	99.78
			#C1 BATTERU	116.58
			#90 BATTERY	110.58
			#303 BATTERY	113.85
			#334 BATTERY	144.68
		LAWSON PRODUCTS INC.	BULBS/RINGS/MARKERS	86.85
		LINCOLN	LTD INSURANCE PREMIUMS	25.43
		MOSS & MOSS INC. #8000	CHAIN OIL/PARKS	22.78
			CLOROX	5.89
			#533 KEYS	1.75
			GLUE STICK/SOLDER	28.95
			FUSE	5.56
			#106 ADAPTER/BATTERY	8.82
			HOSE	42.77
		QUALITY EQUIPMENT COMPANY	#539 FILTERS	190.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
		RDO EQUIPMENT CO	#620 LAMP STOP LIGHT	143.12
			#115 HYDRAULIC HOSE	1,780.45
		RIATA FORD LTD	#25 CORE	120.24
			#511 BUSHING	7.52
		SAFETY KLEEN SYSTEMS, INC	SOLVENT	176.99
		SHARE CORPORATION	AEROSOL	337.58
		SIDDONS FIRE APPARATUS	E11 PM SERVICE	2,294.94
			E11 PM SERVICE	1,415.33
			Q1 HORN BUTTON SWITCH	345.56
			BALL VALVE HANDLE	320.11
		SCOTT & WHITE HEALTHCARE	DEC 2014 HEALTH PREMIUMS	981.27
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	240.14
			FICA CONTRIBUTIONS AND MAT	239.72
			FICA CONTRIBUTIONS AND MAT	38.69
			MEDICARE CONTRIB AND MATCH	56.16
			MEDICARE CONTRIB AND MATCH	56.06
			MEDICARE CONTRIB AND MATCH	9.05
		TAYLOR AUTO ELECTRIC, INC	Q1 STARTER	134.56
			Q1 STARTER SOLENOID	160.01
		TAYLOR EQUIPMENT	DUST COVER-KUBOTA MOWERS	77.22
		TONY MORGAN DBA:	#552 REPAIR RIM	120.00
			#620 REPLACE TIRE	110.00
			#539 MOUNT TIRE	150.00
		TEXAS HYDRAULICS & PNEUMATICS	620 CYLINDER REPAIR	3,335.00
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	509.12
			CONTRIBUTIONS	529.91
			CONTRIBUTIONS	529.03
			CONTRIBUTIONS	81.62
		TIRE CENTERS, LLC	#539 TIRES	1,869.92
		TEXAS FLEET FUEL, LTD.	FUEL	4,565.38
			FUEL	3,002.11
			FUEL	3,207.37
		VERIZON WIRELESS	CELL PHONE	137.99
		WAUKESHA-PEARCE IND. INC.	#518 HEAD HEX NUT	105.84
		DANIEL SCHNOOR TOOL CO	METER KIT	601.00
			#106 SPOTLIGHT	109.00
		CINTAS CORPORATION #86	FLEET/UNIFORMS 114490	18.69
			FLEET/UNIFORMS 117741	18.69
			FLEET/UNIFORMS 120979	18.69
			FLEET/UNIFORMS 124177	18.69
		ASSOCIATED SUPPLY COMPANY, INC	HYDRAULIC BREAKER	374.00
			SKID STEER	776.32
		TAYLOR LUBE CENTER	#606 OIL CHANGE	29.99
			#610 OIL CHANGE	29.99_
			TOTAL:	41,767.27
FLEET REPLACEMENT	FLEET REPLACEMENT	JOHN DEERE FINANCIAL F.S.B.	020-0056894-002	4,732.53
			020-0056894-003	228.71
		TAYLOR EQUIPMENT	2 KUBOTA MOWERS	16,200.00_
			TOTAL:	21,161.24
NON-DEPARTMENTAL	POOLED CASH	JPMORGAN CHASE BANK NA	JPMORGAN CHASE BANK NA	10,259.22_
			TOTAL:	10,259.22

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
===== FUND TOTALS =====				
	100	GENERAL FUND		528,299.03
	119	TIF (TAX INCREMENT FUND)		47,771.63
	120	HOTEL/MOTEL FUND		8,215.14
	121	TEXAS CAPITAL FUND		2,085.25
	123	MAIN STREET REVENUE FUND		6,295.88
	162	GENERAL CAPITAL IMPROVEME		77,512.88
	164	MDUS IMPROVEMENT PROJECTS		35,739.96
	340	PUBLIC UTILITIES FUND		241,649.60
	350	AIRPORT FUND		35,098.39
	370	CEMETERY OPERATING FUND		5,203.06
	382	FLEET SERVICES OPERATING		44,660.01
	384	FLEET REPLACEMENT FUND		21,161.24
	950	POOLED CASH		10,259.22

		GRAND TOTAL:		1,063,951.29

TOTAL PAGES: 19

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Attachment C

Operating Funds Balance Sheets

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

BALANCE SHEET

AS OF: DECEMBER 31ST, 2014

100-GENERAL FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		

100-100-100	PETTY CASH	1,650.00
100-100-102	CLAIM ON POOLED CASH	(1,267,082.96)
100-100-103	SECURITY INVESTMENTS	0.00
100-100-104	CHASE #99-22784847	0.00
100-100-105	MONEY MARKET @CNB #4260618	12,224.00
100-100-106	CHASE ACCT 836345132	0.00
100-100-107	MBIA TX-01-0247-0001	0.00
100-100-108	TEXSTAR (NED) MOODY MUSEUM	254,560.55
100-100-109	PRINCOR GEN FUND 6FR-139362	678,484.19
100-100-110	TEXPOOL 78404; 2465300006	3,692,790.20
100-100-111	TXU DESIGNATED CNB 2067064	0.00
100-100-113	MOODY TEXPOOL 2465300015	50,025.60
100-100-115	TIF TEXPOOL 2465300004	0.00
100-120-100	PROPERTY TAXES RECEIVABLE	110,613.82
100-120-102	TEXSTAR 000 2295	0.00
100-120-103	MISC. ACCOUNTS RECEIVABLE	18,136.39
100-120-110	ALLOWANCE UNCOLLECTED TAXES	0.00
100-120-120	SALES TAXES RECEIVABLE	450,226.52
100-120-130	ACCTS RECEIVABLE GARBAGE	62,983.91
100-120-131	ALLOWANCE - GARBAGE	(2,691.04)
100-120-132	P.I.L.O.T. RECEIVABLE	0.00
100-120-140	GRANTS RECEIVABLE	0.00
100-120-240	DUE FROM TAXES	0.00
100-120-250	DUE FROM FUND 350 FOR LOAN	60,325.00
100-120-251	DUE FROM FUND 350 (2ND LOAN)	0.00
100-120-302	TEDC REIMBURSE FOR MAIN ST	0.00
100-150-100	OTHER ASSETS (AUDITOR'S ENTRY)	0.00
100-170-100	CURRENT YR RES FOR ENCUMBRANCE	(135,869.94)
100-170-101	PRIOR YR RES FOR ENCUMBRANCE	68,790.99
100-180-101	DUE FROM SOURCES-GRANT REVENUE	0.00
100-190-102	DEFERRED CHGS-BOND ISSUE COST	0.00
		<u>4,055,167.23</u>
TOTAL ASSETS		4,055,167.23

LIABILITIES		

100-200-100	ACCRUED PAYBLES	0.00
100-200-110	ENCUMBERED PAYABLE GEN.	(135,869.94)
100-200-111	PRIOR YEAR ENCUMBRANCE	68,790.99
100-200-200	FICA & MEDICARE PAYABLE	15,139.92
100-200-201	FEDERAL WITHHOLDING PAYABLE	20,759.08
100-200-202	TMRS PAYABLE	0.00
100-200-203	DEFERRED COMP PAYABLE	2,934.70
100-200-204	CIVIL SERVICE-SICK LEAVE	0.00
100-200-205	TEDC SALES TAX PAYABLE	0.00
100-200-210	CHILD SUPPORT PAYABLE	398.35
100-200-211	GARNISHMENTS PAYABLE	477.00
100-200-212	UNUM LIFE INS PAYABLE	(19.46)

BALANCE SHEET

AS OF: DECEMBER 31ST, 2014

100-GENERAL FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
100-200-213	ASSURANT DENTAL PAYABLE	1,026.16
100-200-214	AFLAC PAYABLE	3,487.36
100-200-215	CLOTHES RENTAL PAYABLE	0.00
100-200-216	CINCINNATI LIFE PAYABLE	139.20
100-200-218	BLUE CHOICE PAYABLE	27.62
100-200-219	SCOTT & WHITE HEALTH PAYABLE	(2,719.16)
100-200-220	S&W PAYABLE 2001-2011	0.00
100-200-221	HEALTH PROGRAM-AMIL-PAYABLE	0.00
100-200-222	PRE-PAID LEGAL PAYABLE	384.55
100-200-223	GUARDIAN DENTAL	0.00
100-200-228	MISC DEDUCTIONS PAYABLE	0.00
100-200-229	MET LIFE DENTAL PAYABLE	(551.91)
100-200-230	UNITED WAY PAYABLE	15.00
100-200-231	MEMBERSHIP/DUES PAYABLE	576.00
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	6,807.37
100-200-500	DUE TO OTHER FUNDS	221,129.12
100-200-502	DUE TO STATE/COURT FEES	27,048.08
100-200-503	DUE TO COMPT. SALES TAX	13,391.91
100-200-504	DUE TO TEDC-MONTHLY SALES TAX	0.00
100-200-505	DUE TO OMNIBASE SERVICES INC	1,385.16
100-200-507	DUE TO S&W/COBRA FROM OTHERS	6,194.10
100-200-508	DUE TO TISD:HOUSING AUTH PILOT	0.00
100-210-111	DUE TO I&S (TAX COLLECTIONS)	2,153.54
100-220-100	TAX DISTRIBUTION	0.00
100-240-100	DEFERRED TAX REVENUE	110,613.82
100-240-101	UNCLAIMED FUNDS	12,115.79
100-240-102	DEFERRED REV-BOND PREMIUM	0.00
100-240-103	DEFERRED REVENUE	<u>0.00</u>
TOTAL LIABILITIES		<u>323,697.69</u>
EQUITY		

100-260-110	HOLD DEPOSIT-5YRS FROM 10/1999	0.00
100-260-111	LEGAL OPINION-BOGGY CREEK GOLF	0.00
100-260-112	ESCROW:DRAINAGE/OTHER PROJECTS	0.00
100-260-113	ESCROW-BONDS POSTED-DEFENDENTS	(200.00)
100-260-114	ESCROW:FUTURE PARK LAND	0.00
100-260-115	ESCROW:TEDC FOR LAND PURCHASE	0.00
100-260-116	ESCROW - TREE REPLACEMENT PARK	0.00
100-260-117	ESCROW-WEATHERIZATION PROGRAM	0.00
100-260-118	ESCROW-MOODY MUSEUM	0.00
100-260-120	RESERVE-PAVING ESCROW	0.00
100-260-121	RESERVE FOR CAPITAL OUTLAY	0.00
100-265-100	RESTRICTED PORTION FUND BA	0.00
100-270-100	FUND BALANCE	3,662,743.99
100-280-100	ASSIGNED FUND BALANCE	<u>32,396.29</u>
TOTAL BEGINNING EQUITY		3,694,940.28
TOTAL REVENUE		3,051,689.14
TOTAL EXPENSES		<u>3,015,159.88</u>
TOTAL INCREASE/(DECREASE) IN FUND BAL.		36,529.26
TOTAL EQUITY & FUND BALANCE		<u>3,731,469.54</u>

TOTAL LIABILITIES, EQUITY & FUND BALANCE

2

4,055,167.23

BALANCE SHEET

AS OF: DECEMBER 31ST, 2014

119-TIF (TAX INCREMENT FUND)

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		

119-100-102	CLAIM ON POOLED CASH	(55,920.77)
119-100-115	TEXPOOL 246530004	573,477.51
119-170-100	CURRENT YR RES FOR ENCUMBRANCE	0.00
119-170-101	PRIOR YR RES FOR ENCUMBRANCE	<u>0.00</u>
		<u>517,556.74</u>
TOTAL ASSETS		517,556.74

LIABILITIES		

119-200-110	CURRENT YEAR ENCUMBRANCE	0.00
119-200-111	PRIOR YEAR ENCUMBRANCE	0.00
119-200-500	ACCOUNTS PAYABLE PENDING	<u>0.00</u>
TOTAL LIABILITIES		<u>0.00</u>
EQUITY		

119-270-100	FUND BALANCE	<u>573,430.34</u>
TOTAL BEGINNING EQUITY		573,430.34
TOTAL REVENUE		47.17
TOTAL EXPENSES		<u>55,920.77</u>
TOTAL INCREASE/(DECREASE) IN FUND BAL.		(55,873.60)
TOTAL EQUITY & FUND BALANCE		<u>517,556.74</u>
TOTAL LIABILITIES, EQUITY & FUND BALANCE		517,556.74

BALANCE SHEET

AS OF: DECEMBER 31ST, 2014

120-HOTEL/MOTEL FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			

120-100-102	CLAIM ON POOLED CASH	97,481.80	
120-120-103	MISC ACCOUNTS RECEIVABLE	0.00	
120-170-100	CURRENT YR RES FOR ENCUMBRANCE	0.00	
120-170-101	PRIOR YR RES FOR ENCUMBRANCE	<u>0.00</u>	
			<u>97,481.80</u>
TOTAL ASSETS			97,481.80

LIABILITIES			

120-200-110	CURRENT YEAR ENCUMBRANCE	0.00	
120-200-111	PRIOR YEAR ENCUMBRANCE	0.00	
120-200-500	ACCOUNTS PAYABLE PENDING	<u>3,607.59</u>	
TOTAL LIABILITIES			<u>3,607.59</u>
EQUITY			

120-270-100	FUND BALANCE	<u>99,575.70</u>	
TOTAL BEGINNING EQUITY			99,575.70
TOTAL REVENUE			15,046.21
TOTAL EXPENSES			<u>20,747.70</u>
TOTAL INCREASE/(DECREASE) IN FUND BAL. (			5,701.49)
TOTAL EQUITY & FUND BALANCE			<u>93,874.21</u>
TOTAL LIABILITIES, EQUITY & FUND BALANCE			97,481.80

BALANCE SHEET

AS OF: DECEMBER 31ST, 2014

121-TEXAS CAPITAL FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			

121-100-102	CLAIM ON POOLED CASH	4,252.09	
121-160-206	TCF 718012,719132,721172	<u>0.00</u>	
			<u>4,252.09</u>
TOTAL ASSETS			4,252.09

LIABILITIES			

121-200-500	ACCOUNTS PAYABLE PENDING	<u>0.00</u>	
TOTAL LIABILITIES			<u>0.00</u>
EQUITY			

121-270-100	FUND BALANCE	<u>4,252.09</u>	
TOTAL BEGINNING EQUITY		4,252.09	
TOTAL REVENUE		6,255.75	
TOTAL EXPENSES		<u>6,255.75</u>	
TOTAL INCREASE/(DECREASE) IN FUND BAL.		0.00	
TOTAL EQUITY & FUND BALANCE			<u>4,252.09</u>
TOTAL LIABILITIES, EQUITY & FUND BALANCE			4,252.09

BALANCE SHEET

AS OF: DECEMBER 31ST, 2014

123-MAIN STREET REVENUE FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			

123-100-102	CLAIM ON POOLED CASH	20,042.11	
123-120-103	MISC ACCOUNTS RECEIVABLES	0.00	
123-170-100	CURRENT YR RES FOR ENCUMBRANCE	0.00	
123-170-101	PRIOR YR RES FOR ENCUMBRANCE	<u>0.00</u>	
			<u>20,042.11</u>
TOTAL ASSETS			20,042.11

LIABILITIES			

123-200-110	CURRENT YEAR ENCUMBRANCE	0.00	
123-200-111	PRIOR YEAR ENCUMBRANCE	0.00	
123-200-500	ACCOUNTS PAYABLE PENDING	0.00	
123-240-100	PRE-REGISTRATION FOR FESTIVAL	<u>0.00</u>	
TOTAL LIABILITIES			<u>0.00</u>
EQUITY			

123-270-100	FUND BALANCE	<u>9,370.99</u>	
TOTAL BEGINNING EQUITY			9,370.99
TOTAL REVENUE			21,417.00
TOTAL EXPENSES			<u>10,745.88</u>
TOTAL INCREASE/(DECREASE) IN FUND BAL.			10,671.12
TOTAL EQUITY & FUND BALANCE			<u>20,042.11</u>
TOTAL LIABILITIES, EQUITY & FUND BALANCE			20,042.11

BALANCE SHEET

AS OF: DECEMBER 31ST, 2014

125-MUNICIPAL CRT SPECIAL FEE

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			

125-100-102	CLAIM ON POOLED CASH	99,983.20	
125-170-100	CURRENT YR RES FOR ENCUMBRANCE	(1,253.00)	
125-170-101	PRIOR YR RES FOR ENCUMBRANCE	<u>1,253.00</u>	
			<u>99,983.20</u>
TOTAL ASSETS			99,983.20

LIABILITIES			

125-200-110	CURRENT YEAR ENCUMBRANCE	(1,253.00)	
125-200-111	PRIOR YEAR ENCUMBRANCE	1,253.00	
125-200-500	ACCOUNTS PAYABLE PENDING	<u>0.00</u>	
TOTAL LIABILITIES			<u>0.00</u>
EQUITY			

125-270-100	FUND BALANCE	<u>97,867.19</u>	
TOTAL BEGINNING EQUITY		97,867.19	
TOTAL REVENUE		2,649.95	
TOTAL EXPENSES		<u>533.94</u>	
TOTAL INCREASE/(DECREASE) IN FUND BAL.		2,116.01	
TOTAL EQUITY & FUND BALANCE		<u>99,983.20</u>	
TOTAL LIABILITIES, EQUITY & FUND BALANCE			99,983.20

BALANCE SHEET

AS OF: DECEMBER 31ST, 2014

129-LIBRARY GRANT/DONATION

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			

129-100-102	CLAIM ON POOLED CASH	61,576.98	
129-100-103	TEXSTAR: NOBLE TRUST - 3444	18,346.26	
129-100-108	TEXSTAR; NED REQUEST (LIBRARY)	309,022.31	
129-100-115	NOBLE TRUST: ACCT 2063352	0.00	
129-120-103	MISC ACCTS RECEIVABLE	0.00	
129-170-100	CURRENT YR RES FOR ENCUMBRANCE	(1,436.37)	
129-170-101	PRIOR YR RES FOR ENCUMBRANCE	<u>1,436.37</u>	
			<u>388,945.55</u>
TOTAL ASSETS			388,945.55

LIABILITIES			

129-200-110	CURRENT YEAR ENCUMBRANCE	(1,436.37)	
129-200-111	PRIOR YEAR ENCUMBRANCE	1,436.37	
129-200-233	OTHER A/P PENDING (AUDITOR)	(10,945.00)	
129-200-500	ACCOUNTS PAYABLE PENDING	<u>10,945.00</u>	
TOTAL LIABILITIES			<u>0.00</u>
EQUITY			

129-270-100	FUND BALANCE	<u>355,192.09</u>	
TOTAL BEGINNING EQUITY			355,192.09
TOTAL REVENUE			33,774.00
TOTAL EXPENSES			<u>20.54</u>
TOTAL INCREASE/(DECREASE) IN FUND BAL.			33,753.46
TOTAL EQUITY & FUND BALANCE			<u>388,945.55</u>
TOTAL LIABILITIES, EQUITY & FUND BALANCE			388,945.55

BALANCE SHEET

AS OF: DECEMBER 31ST, 2014

200-ROADWAY IMPACT FEE FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			

200-100-102	CLAIM ON POOLED CASH	<u>34,077.64</u>	
			<u>34,077.64</u>
TOTAL ASSETS			<u>34,077.64</u>

LIABILITIES			

200-200-500	ACCOUNTS PAYABLE PENDING	<u>0.00</u>	
TOTAL LIABILITIES			<u>0.00</u>
EQUITY			

200-270-100	FUND BALANCE	<u>29,445.64</u>	
TOTAL BEGINNING EQUITY			<u>29,445.64</u>
TOTAL REVENUE			4,632.00
TOTAL EXPENSES			<u>0.00</u>
TOTAL INCREASE/(DECREASE) IN FUND BAL.			4,632.00
TOTAL EQUITY & FUND BALANCE			<u>34,077.64</u>
TOTAL LIABILITIES, EQUITY & FUND BALANCE			<u>34,077.64</u>

BALANCE SHEET

AS OF: DECEMBER 31ST, 2014

300-MUNICIPAL DRAINAGE UTILIT

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			

300-100-102	CLAIM ON POOLED CASH	411,000.44	
300-120-100	DRAINAGE RECEIVABLE	12,231.84	
300-120-130	ALLOWANCE FOR DOUBTFUL ACCTS	(3,864.08)	
300-160-206	FIXED ASSET-WORK IN PROGRESS	0.00	
300-170-100	CURRENT YR RES FOR ENCUMBRANCE	0.00	
300-170-101	PRIOR YR RES FOR ENCUMBRANCE	0.00	
300-190-103	ACCUMULATED DEPRECIATION	0.00	
		<u>419,368.20</u>	
TOTAL ASSETS			419,368.20

LIABILITIES			

300-200-104	ACCRUED INTEREST PAYABLE	0.00	
300-200-110	CURRENT YEAR ENCUMBRANCES	0.00	
300-200-111	PRIOR YEAR ENCUMBRANCES	0.00	
300-200-233	OTHER A/P PENDING (AUDITOR)	0.00	
300-200-240	BOND PAYABLE - CURRENT	0.00	
300-200-300	RETAINAGE PAYABLE	0.00	
300-200-500	ACCOUNTS PAYABLE PENDING	0.00	
TOTAL LIABILITIES		<u>0.00</u>	
EQUITY			

300-250-100	CONTRIBUTED CAPITAL-DRAINAGE	0.00	
300-270-100	FUND BALANCE	<u>462,995.88</u>	
TOTAL BEGINNING EQUITY		462,995.88	
TOTAL REVENUE		34,303.75	
TOTAL EXPENSES		<u>77,931.43</u>	
TOTAL INCREASE/(DECREASE) IN FUND BAL.		(43,627.68)	
TOTAL EQUITY & FUND BALANCE		<u>419,368.20</u>	
TOTAL LIABILITIES, EQUITY & FUND BALANCE			419,368.20

BALANCE SHEET

AS OF: DECEMBER 31ST, 2014

340-PUBLIC UTILITIES FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		

340-100-100	PETTY CASH	1,350.00
340-100-101	CHASE WW&SS 97 ESCROW 201664.2	0.00
340-100-102	CLAIM ON POOLED CASH	(387,886.15)
340-100-103	INVESTMENTS - C O BONDS 2000	0.00
340-100-104	INVESTMENTS	0.00
340-100-105	CHASE #99-22784847	0.00
340-100-106	TEXPOOL 78404; 2465300002	0.00
340-100-107	TEXPOOL: 2465300012	350,146.85
340-100-108	CHASE GLOBAL #10203188.1	0.00
340-100-109	TEXPOOL 78404; 2465300008	0.00
340-100-110	TEXPOOL 78404; 2465300001	545,291.54
340-100-111	TEXSTAR 2010-340 (WATER)	0.00
340-100-112	TEXSTAR 2007-340	0.00
340-100-113	TEXSTAR 2006-000	0.00
340-100-114	PRINCOR: WATER/WASTEWATER	0.00
340-100-115	TEXSTAR 2010-340 (WASTEWATER)	0.00
340-100-116	MBIA TX-01-0247-0007	0.00
340-100-117	TEXPOOL 2465300010-2008 CO	0.00
340-120-100	ACCOUNTS RECEIVABLE	280,868.11
340-120-101	CURRENT REFUND PAYABLE	2,072.08
340-120-102	UNAPPLIED CREDITS	(16,603.76)
340-120-103	MISC. ACCOUNTS RECEIVABLE	14,373.85
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
340-150-100	BOND ISSUANCE COSTS	0.00
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	342,640.49
340-160-225	PLANT DISTRIBUTION/COLLECTION	44,724,918.98
340-160-235	EQUIPMENT	806,813.17
340-170-100	CURRENT YR RES FOR ENCUMBRANCE	(132,929.90)
340-170-101	PRIOR YR RES FOR ENCUMBRANCE	124,353.42
340-180-100	PRE-PAID BRAZOS RIVER	0.00
340-180-101	PRE-PAID EXPENSES	0.00
340-190-100	DISCOUNT 1993 REFUNDING	0.00
340-190-101	DISCOUNT 93 CO	0.00
340-190-102	DEFERRED LOSS 93 REFUNDING	0.00
340-190-103	ACCUMULATED DEPRECIATION	(17,597,346.13)
		<u>36,274,286.85</u>
TOTAL ASSETS		36,274,286.85

BALANCE SHEET

AS OF: DECEMBER 31ST, 2014

340-PUBLIC UTILITIES FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
LIABILITIES		

340-200-104	ACCRUED INTEREST PAYABLE	146,585.75
340-200-110	CURRENT YEAR ENCUMBRANCES	(132,929.90)
340-200-111	PRIOR YEAR ENCUMBRANCE	124,353.42
340-200-200	FICA AND MEDICARE PAYABLE	1,708.70
340-200-201	FEDERAL WITHHOLDING PAYABLE	1,788.17
340-200-202	TMRS PAYABLE	0.00
340-200-203	DEFERRED COMP PAYABLE	254.73
340-200-204	DEFERRED CHARGES	0.00
340-200-208	ACCRUED VACATION	19,912.33
340-200-209	CHILD SUPPORT PAYABLE	298.15
340-200-211	GARNISHMENTS PAYABLE	0.00
340-200-212	UNUM LIFE INS PAYABLE	(142.26)
340-200-213	ASSURANT DENTAL PAYABLE	186.65
340-200-214	AFLAC PAYABLE	380.81
340-200-215	CLOTHES RENTAL PAYABLE	0.00
340-200-218	BLUE CHOICE PAYABLE	175.48
340-200-219	SCOTT & WHITE HEALTH PAYABLE	(1,545.23)
340-200-221	AMIL HEALTH PAYABLE	0.00
340-200-222	PRE-PAID LEGAL PAYABLE	29.90
340-200-223	GUARDIAN DENTAL	0.00
340-200-228	MISC. DEDUCTIONS PAYABLE	0.00
340-200-229	MET LIFE DENTAL PAYABLE	(135.78)
340-200-230	UNITED WAY PAYABLE	(1.00)
340-200-233	OTHER A/P PENDING (AUDITOR)	(15,805.47)
340-200-240	BONDS PAYABLE-CURRENT	0.00
340-200-300	RETAINAGE PAYABLE	0.00
340-200-500	ACCOUNTS PAYABLE PENDING	25,910.63
340-200-999	UNRECONCILED DIFFERENCES	0.00
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)
340-230-103	93 CERTIFICATE OF OBLIGATION	0.00
340-230-104	93 REFUNDING BONDS	0.00
340-230-105	94 CERTIFICATE OF OBLIGATION	0.00
340-230-106	96 CERTIFICATE OF OBLIGATION	0.00
340-230-107	97 2.95M REVENUE BONDS	0.00
340-230-109	CAPITAL LEASE BANC ONE NEMI	0.00
340-230-111	8.745M CO SERIES 2010 (6.11M)	4,130,000.00
340-230-112	3.5 M CO SERIES 2000	0.00
340-230-114	4.5M CO SERIES 2003 (65%)	149,132.00
340-230-115	4.2M COMB CO 2006 (4M)	4,000,000.00
340-230-116	10M COMB SERIES 2007 (7M)	7,000,000.00
340-230-117	9.615M COMB SERIES 08 (6.615M)	5,765,000.00
340-230-118	8.995 GO REFUNDING 2009	1,775,000.00
340-230-119	2.625 GO REF 2010	1,505,000.00
340-230-120	5.450M GO REF 2012 (1.460M)	1,430,000.00
340-240-100	METER DEPOSITS	373,558.00
340-240-101	UNCLAIMED FUNDS	2,956.69
340-240-102	DEFERRED REVENUE - CONST COSTS	0.00

BALANCE SHEET

AS OF: DECEMBER 31ST, 2014

340-PUBLIC UTILITIES FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
340-240-120	ALLOWANCE FOR BAD DEBT	<u>0.00</u>	
	TOTAL LIABILITIES		<u>26,423,575.22</u>
EQUITY			

340-250-100	CONTRIBUTED CAPITAL-WATER OPER	454,779.30	
340-250-101	CONTRIBUTED CAPITAL SEWER OPER	60,475.00	
340-270-100	FUND BALANCE	<u>10,043,058.00</u>	
	TOTAL BEGINNING EQUITY	10,558,312.30	
TOTAL REVENUE		824,941.27	
TOTAL EXPENSES		<u>1,532,541.94</u>	
TOTAL INCREASE/(DECREASE) IN FUND BAL. (		707,600.67)	
TOTAL EQUITY & FUND BALANCE			<u>9,850,711.63</u>
TOTAL LIABILITIES, EQUITY & FUND BALANCE			36,274,286.85

BALANCE SHEET

AS OF: DECEMBER 31ST, 2014

345-UTILITY IMPACT FEE FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			

345-100-102	CLAIM ON POOLED CASH	279,111.77	
345-160-206	WORK IN PROGRESS	0.00	
345-160-225	PLANT DISTRIBUTION	104,188.68	
345-170-100	CURRENT YR RES FOR ENCUMBRANCE	(1,411.60)	
345-170-101	PRIOR YR RES FOR ENCUMBRANCE	<u>1,411.60</u>	
			<u>383,300.45</u>
TOTAL ASSETS			383,300.45

LIABILITIES			

345-200-110	CURRENT YEAR ENCUMBRANCE	(1,411.60)	
345-200-111	PRIOR YEAR ENCUMBRANCE	1,411.60	
345-200-233	OTHER A/P PENDING (AUDITOR)	0.00	
345-200-500	ACCOUNTS PAYABLE PENDING	<u>0.00</u>	
TOTAL LIABILITIES			<u>0.00</u>
EQUITY			

345-270-100	FUND BALANCE	<u>373,117.95</u>	
TOTAL BEGINNING EQUITY		373,117.95	
TOTAL REVENUE		10,182.50	
TOTAL EXPENSES		<u>0.00</u>	
TOTAL INCREASE/(DECREASE) IN FUND BAL.		10,182.50	
TOTAL EQUITY & FUND BALANCE		<u>383,300.45</u>	
TOTAL LIABILITIES, EQUITY & FUND BALANCE			383,300.45

BALANCE SHEET

AS OF: DECEMBER 31ST, 2014

350-AIRPORT FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		

350-100-102	CLAIM ON POOLED CASH	86,318.54
350-100-103	INVESTMENTS @ CHASE	0.00
350-100-104	CASH @ CHASE 099-22784847	0.00
350-100-105	2002 ESCROW 10202245.1	0.00
350-120-100	AIRPORT RECEIVABLES	4,043.36
350-120-101	REFUND CHECKS PAYABLE	0.00
350-120-103	MISC. ACCOUNTS RECEIVABLES	0.00
350-120-140	GRANTS RECEIVABLE	0.00
350-120-250	DUE FROM OTHER FUNDS (AUDITOR)	1,360.00
350-150-100	BOND ISSUANCE COSTS	0.00
350-150-105	DEFERRED AMT ON REFUNDING	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	45,059.00
350-160-210	EQUIPMENT	121,904.00
350-160-300	RUNWAY	2,238,415.96
350-160-335	FIELD EQUIPMENT	0.00
350-170-100	CURRENT YR RES FOR ENCUMBRANCE	0.00
350-170-101	PRIOR YR RES FOR ENCUMBRANCE	0.00
350-190-103	ACCUMULATED DEPRECIATION	(1,242,783.12)
		<u>3,386,589.68</u>
TOTAL ASSETS		3,386,589.68

LIABILITIES		

350-200-100	ACCRUED ACCOUNTS PAYABLE	0.00
350-200-110	CURRENT YEAR ENCUMBRANCE	0.00
350-200-111	PRIOR YEAR ENCUMBRANCE	0.00
350-200-200	FICA AND MEDICARE PAYABLE	83.04
350-200-201	FEDERAL WITHHOLDING PAYABLE	120.42
350-200-202	TMRS PAYABLE	0.00
350-200-213	ASSURANT DENTAL PAYABLE	0.00
350-200-233	OTHER A/P PENDING (AUDITOR)	(617.76)
350-200-240	BONDS PAYABLE-CURRENT	0.00
350-200-500	ACCOUNTS PAYABLE PENDING	1,844.11
350-200-501	DUE TO FUND 100 (LOAN ADVANCE)	60,325.00
350-200-502	DUE TO FUND 100 (2ND LN ADV)	0.00
350-200-505	DUE TO OTHER FUNDS	19,710.00
350-210-100	UNAMORT. BOND DISCOUNT	9,177.11
350-230-101	LONG TERM DEBT	0.00
350-230-102	BOND PAYABLE-\$290K REF 2010	225,000.00
350-240-101	ACCRUED INTEREST PAYABLE	<u>1,187.25</u>
TOTAL LIABILITIES		<u>316,829.17</u>

BALANCE SHEET

AS OF: DECEMBER 31ST, 2014

350-AIRPORT FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
EQUITY		
=====		
350-250-100	CONTRIBUTED CAPITAL GRANT	2,011,189.92
350-250-101	CONTRIBUTED CAPITAL CITY	75,265.82
350-280-100	RETAINED EARNINGS	526,971.62
350-281-100	PRIOR PERIOD ADJUSTMENTS	<u>442,482.09</u>
	TOTAL BEGINNING EQUITY	3,055,909.45
	TOTAL REVENUE	117,595.53
	TOTAL EXPENSES	<u>103,744.47</u>
	TOTAL INCREASE/(DECREASE) IN FUND BAL.	13,851.06
	TOTAL EQUITY & FUND BALANCE	<u>3,069,760.51</u>
	TOTAL LIABILITIES, EQUITY & FUND BALANCE	3,386,589.68
		=====

BALANCE SHEET

AS OF: DECEMBER 31ST, 2014

370-CEMETERY OPERATING FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			

370-100-102	CLAIM ON POOLED CASH	278,147.72	
370-100-112	TEXSTAR: 2288-000	0.00	
370-120-103	MISC ACCOUNTS RECEIVABLES	0.00	
370-160-206	FIXED ASSETS-WORK IN PROGRESS	10,032.80	
370-170-100	CURRENT YR RES FOR ENCUMBRANCE	0.00	
370-170-101	PRIOR YR RES FOR ENCUMBRANCE	0.00	
370-190-103	ACCUMULATED DEPRECIATION	0.00	
			<u>288,180.52</u>
TOTAL ASSETS			288,180.52

LIABILITIES			

370-200-110	CURRENT YR ENCUMBRANCE	0.00	
370-200-111	PRIOR YEAR ENCUMBRANCE	0.00	
370-200-200	FICA & MEDICARE PAYABLE	100.72	
370-200-201	FEDERAL WITHHOLDING PAYABLE	74.74	
370-200-202	TMRS PAYABLE	0.00	
370-200-211	GARNISHMENTS PAYABLE	0.00	
370-200-213	ASSURANT DENTAL PAYABLE	0.00	
370-200-218	BLUE CHOICE PAYABLE	0.00	
370-200-219	SCOTT & WHITE HEALTH PAYABLE	218.32	
370-200-229	MET LIFE DENTAL PAYABLE	0.00	
370-200-233	OTHER A/P PENDING (AUDITOR)	1,342.29	
370-200-500	ACCOUNTS PAYABLE PENDING	1,829.70	
370-210-100	DUE TO CEMETERY LAND PURCHASE	203,944.99	
TOTAL LIABILITIES			<u>204,826.18</u>
EQUITY			

370-270-100	FUND BALANCE	79,165.61	
TOTAL BEGINNING EQUITY			79,165.61
TOTAL REVENUE		28,240.43	
TOTAL EXPENSES		24,051.70	
TOTAL INCREASE/(DECREASE) IN FUND BAL.		4,188.73	
TOTAL EQUITY & FUND BALANCE			<u>83,354.34</u>
TOTAL LIABILITIES, EQUITY & FUND BALANCE			288,180.52

BALANCE SHEET

AS OF: DECEMBER 31ST, 2014

382-FLEET SERVICES OPERATING

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			

382-100-102	CLAIM ON POOLED CASH	19,338.46	
382-100-103	LASALLE BANK ESCROW #998	0.00	
382-120-250	DUE TO OTHER FUNDS	8,213.00	
382-160-206	ESCROW FOR EQUIPMENT PURCHASES	0.00	
382-160-301	VEHICLES	0.00	
382-160-303	OFFICE EQUIPMENT	0.00	
382-160-305	FIELD EQUIPMENT	0.00	
382-160-306	HEAVY EQUIPMENT	0.00	
382-160-320	EQUIPMENT	0.00	
382-170-100	CURRENT YR RES FOR ENCUMBRANCE	(5,284.85)	
382-170-101	PRIOR YR RES FOR ENCUMBRANCE	905.00	
382-190-103	ACCUMULATED DEPRECIATION	0.00	
		<u>23,171.61</u>	
TOTAL ASSETS			<u>23,171.61</u>

LIABILITIES			

382-200-110	CURRENT YEAR ENCUMBRANCE	(5,284.85)	
382-200-111	PRIOR YEAR ENCUMBRANCE	905.00	
382-200-200	FICA AND MEDICARE PAYABLE	291.37	
382-200-201	FEDERAL WITHHOLDING PAYABLE	414.30	
382-200-202	TMRS PAYABLE	(0.01)	
382-200-203	DEFERRED COMPENSATION PAYABLE	10.00	
382-200-208	ACCRUED VACATION	2,985.27	
382-200-212	UNUM LIFE INSURANCE PAYABLE	12.98	
382-200-213	ASSURANT DENTAL PAYABLE	31.01	
382-200-214	AFLAC PAYABLE	139.46	
382-200-215	CLOTHES RENTAL PAYABLE	0.00	
382-200-218	BLUE CHOICE PAYABLE	0.00	
382-200-219	SCOTT & WHITE HEALTH PAYABLE	109.16	
382-200-222	PRE-PAID LEGAL PAYABLE	51.80	
382-200-229	MET LIFE DENTAL PAYABLE	0.00	
382-200-233	OTHER A/P PENDING (AUDITOR)	(2,723.96)	
382-200-500	ACCOUNTS PAYABLE PENDING	<u>5,282.64</u>	
TOTAL LIABILITIES			<u>2,224.17</u>
EQUITY			

382-260-121	RESERVE;FUTURE EQUIP PURCHASES	0.00	
382-270-100	FUND BALANCE	(<u>550.55</u>)	
TOTAL BEGINNING EQUITY		(550.55)	
TOTAL REVENUE		183,301.56	
TOTAL EXPENSES		<u>161,803.57</u>	
TOTAL INCREASE/(DECREASE) IN FUND BAL.		21,497.99	
TOTAL EQUITY & FUND BALANCE			<u>20,947.44</u>
TOTAL LIABILITIES, EQUITY & FUND BALANCE			<u>23,171.61</u>

BALANCE SHEET

AS OF: DECEMBER 31ST, 2014

384-FLEET REPLACEMENT FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
384-100-102	CLAIM ON POOLED CASH	(213,260.15)	
384-120-103	MISC ACCOUNTS RECEIVABLES	0.00	
384-140-100	PREPAID CAP LEASE	0.00	
384-160-320	MACHINERY & EQUIPMENT	2,420,677.46	
384-170-100	CURRENT YR RES FOR ENCUMBRANCE	(487,792.49)	
384-170-101	PRIOR YR RES FOR ENCUMBRANCE	526,648.24	
384-190-103	ACCUMULATED DEPRECIATION	(1,401,761.83)	
			<u>844,511.23</u>
TOTAL ASSETS			844,511.23
=====			
LIABILITIES			
=====			
384-200-104	ACCRUED INTEREST PAYABLE	0.00	
384-200-110	CURRENT YEAR ENCUMBRANCE	(433,388.49)	
384-200-111	PRIOR YEAR ENCUMBRANCE	472,244.24	
384-200-500	ACCOUNTS PAYABLE PENDING	0.00	
384-200-505	DUE FROM OTHER FUNDS	9,573.00	
384-230-115	CAPITAL LEASE PAYABLE-CURRENT	0.00	
384-230-120	CAP LEASE PAYABLE-NONCURRENT	521,853.88	
384-240-101	ACCRUED INTEREST PAYABLE	<u>6,262.46</u>	
TOTAL LIABILITIES			<u>576,545.09</u>
EQUITY			
=====			
384-270-100	FUND BALANCE	<u>276,905.25</u>	
TOTAL BEGINNING EQUITY		276,905.25	
TOTAL REVENUE		68,593.50	
TOTAL EXPENSES		<u>77,532.61</u>	
TOTAL INCREASE/(DECREASE) IN FUND BAL.		(8,939.11)	
TOTAL EQUITY & FUND BALANCE			<u>267,966.14</u>
TOTAL LIABILITIES, EQUITY & FUND BALANCE			844,511.23
=====			

12/31/14

Attachment D
Sales Tax Tracking Report

City of Taylor

Sales Tax Tracking (City's Portion) - FY 2014-15

Monthly

	2005-06	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15 Budget Est. Amt.	\$ Difference from Actual to Est. Amt	% from Actual	2014-15 Actual	\$ Difference from Prior Year Amount	% from Pr. Yr. Actual
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual						
October	136,820	178,753	223,478	177,998	164,555	158,062	177,106	244,104	199,717	215,732	(21,891)	-11.3%	193,841	-5,876	-2.9%
November	216,476	278,949	276,383	235,220	211,014	232,195	215,917	221,342	229,690	247,801	8,585	3.3%	256,386	26,696	11.6%
December	145,072	186,624	268,939	174,114	172,197	153,524	165,918	187,866	203,376	218,648	(804)	-0.4%	217,843	14,468	7.1%
January	162,339	221,297	231,952	175,991	175,247	164,882	167,144	202,212	198,695	212,817					
February	266,616	321,948	454,332	269,362	271,256	240,568	249,943	259,618	280,371	303,191					
March	152,344	177,904	212,501	153,137	141,801	148,006	154,766	161,456	186,119	201,156					
April	132,955	203,303	225,431	148,242	131,709	142,415	167,990	200,410	188,725	204,071					
May	248,743	279,416	292,008	216,214	254,676	247,203	242,853	246,059	272,415	294,445					
June	165,996	276,395	233,795	177,246	162,137	159,853	173,984	190,426	237,256	256,546					
July	186,325	306,169	234,836	170,014	139,020	156,841	184,660	198,208	223,934	241,970					
August	242,789	348,341	246,376	225,047	215,303	234,641	227,896	236,448	263,078	282,784					
Sept.	167,305	224,425	203,520	158,634	164,093	156,022	187,535	199,083	220,235	236,139					
% Monthly Increase over prior year	15.3%	34.1%	-9.3%	-22.1%	3.4%	-4.9%	20.2%	27.6%	2,703,611	\$ 2,915,300	\$ (14,110)		\$ 668,070	\$ 35,287	

Cumulative Year -to- Date on Actual

	2005-06	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15 Budget Est. Amt.	\$ Difference from Actual to Est. Amt	% from Actual	2014-15 Actual	\$ Difference from Prior Year Amount	% from Pr. Yr. Actual
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual						
October	136,820	178,753	223,478	177,998	164,555	158,062	177,106	\$ 244,104	\$ 199,717	215,732	(21,891)	-11.3%	193,841	-5,876	-2.9%
November	353,296	457,702	499,862	413,218	375,569	390,257	393,023	465,446	\$ 429,407	463,533	(13,306)	-3.0%	450,227	20,820	4.8%
December	498,368	644,326	768,800	587,332	547,766	543,781	558,941	653,313	\$ 632,783	682,180	(14,110)	-2.1%	668,070	35,287	5.6%
January	660,707	865,623	1,000,752	763,323	723,013	708,663	726,085	855,524	\$ 831,478	894,997					
February	927,323	1,187,571	1,455,084	1,032,685	994,270	949,231	976,028	1,115,142	\$ 1,111,849	1,198,188					
March	1,079,667	1,365,475	1,667,585	1,185,823	1,136,071	1,097,237	1,130,794	1,276,598	\$ 1,297,968	1,399,344					
April	1,212,622	1,568,778	1,893,017	1,334,065	1,267,780	1,239,651	1,298,784	1,477,008	\$ 1,486,692	1,603,415					
May	1,461,365	1,848,194	2,185,024	1,550,279	1,522,456	1,486,854	1,541,637	1,723,067	\$ 1,759,107	1,897,860					
June	1,627,361	2,124,589	2,418,819	1,727,525	1,684,593	1,646,707	1,715,621	1,913,493	\$ 1,996,363	2,154,407					
July	1,813,686	2,430,758	2,653,655	1,897,540	1,823,613	1,803,548	1,900,280	2,111,701	\$ 2,220,297	2,396,377					
August	2,056,475	2,779,099	2,900,031	2,122,587	2,038,916	2,038,189	2,128,176	2,348,148	\$ 2,483,376	2,679,161					
Sept.	2,223,780	3,003,524	3,103,551	2,281,221	2,203,009	2,194,211	2,315,711	2,547,231	\$ 2,703,611	2,915,300					
% Y-T-D Increase over prior year	6.6%	35.1%	3.3%	-26.5%	-3.4%	-0.4%	5.5%	10.0%	6.1%	7.8%					

12/31/14

Attachment E
Listing of Current Investments

Monthly Financial Report - Attachment E

City of Taylor

Summary of Security Investments - As of 12/31/2014

Source of Funds	Fund Type*	Investment Instruments	ACCT/CUSIP Number	Invest. Type**	Settlement Date	Coupon Rate	Yield Rate	Weighted Average Maturity	Maturity/ Call Date	Paid Principal/ Current Balance	Market Value	Interest	
												Month	FY to-Date
General Fund													
GF -Pooled Cash	F1	TexPool	2465300006	I 4	-	-	0.0400%	49	-	\$ 3,692,790	\$ 3,692,790	113	215
General Fund	F1	Princor Portfolio	6FR-139362	I 2	-	-	0.4930%	416	-	\$ 678,484	\$ 678,484	890	2,117
General Fund	F1	City-Money Market	4260618	I 5	-	-	0.0100%		-	\$ 12,224	\$ 12,224	0	0
Library - (Noble)	F6	TexStar	2460634440	I 4	-	-	0.0050%	51	-	\$ 18,346	\$ 18,346	1	2
General Construction (2010)	F2	TexStar	2460610162	I 4	-	-	0.0050%	51	-	\$ 943,221	\$ 943,221	40	141
Ned Trust - Moody	F6	TexStar	2460610100	I 4	-	-	0.0050%	51	-	\$ 254,561	\$ 254,561	11	27
Ned Trust - Library	F6	TexStar	2460610129	I 4	-	-	0.0050%	51	-	\$ 309,022	\$ 309,022	13	33
General Construction (2012)	F2	TexPool	2465300013	I 4	-	-	0.0400%	49	-	\$ 983,669	\$ 983,669	35	80
Series 2012 (MDUS)	F2	TexPool	2465300014	I 4	-	-	0.0400%	49	-	\$ 424,581	\$ 424,581	16	38
2013 Combination Cos	F2	TexStar	2460613165	I 4	-	-	0.0050%	51	-	\$ 2,975,523	\$ 2,975,523	127	318
Nancy Moody Bequest	F6	TexPool	2465300015	I 4	-	-	0.0400%	49	-	\$ 50,026	\$ 50,026	2	4
General Fund - I & S	F4	TexPool	2465300003	I 4	-	-	0.0400%	49	-	\$ 780,105	\$ 780,105	20	34
Subtotal General Fund										\$ 11,122,553	\$ 11,122,553	1,267	3,011
Special Revenue-Tax Increment Fund													
TIF Property Tax	F6	TexPool	2465300004	I 4			0.0400%	49	-	\$ 573,478	\$ 573,478	20	47
Subtotal TIF Funds										\$ 573,478	\$ 573,478	20	47
Utility Funds													
Water Fund	F1	TexPool	2465300001	I 4	-	-	0.0400%	49	-	\$ 545,292	\$ 545,292	19	44
Water Tower Rent	F3	TexPool	2465300012	I 4	-	-	0.0400%	49	-	\$ 350,147	\$ 350,147	12	28
Subtotal Utility Funds										\$ 895,438	\$ 895,438	32	73
CemeteryFund													
PermanentTrust Fund	F3	TexPool	2465300007	I 4	-	-	0.0400%	49	-	\$ 101,289	\$ 101,289	4	8
Permanent Fund	F3	Princor Portfolio	6FR-139222	I 2	-	-	1.0180%	495	-	\$ 658,759	\$ 658,759	166	3,369
Permanent Fund	F2	Texas Class	TX-01-0247-0006	I 4	-	-	0.1000%	52	-	\$ 30,563	\$ 30,563	2	5
Cemetery Operating Fund (Noble)	F6	TexStar (Noble)	2460622880	I 4	-	-	0.0050%	51	-	\$ 184,464	\$ 184,464	8	20
Subtotal Cemetery Funds										\$ 975,076	\$ 975,076	180	3,402
Total All Funds										\$ 13,566,545	\$ 13,566,545	1,499	6,533

Monthly Financial Report - Attachment E
City of Taylor
Summary of Security Investments - As of 12/31/2014

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

**Investment Types:			
Code	Description:	% Authorized	Current %
I 1	U.S. Treasuries (Notes,Bills, Bonds)	100%	0%
I 2	U.S. Agencies & Instrumentalities	80%	10%
I 3	Certificates of Deposit	50%	0%
I 4	Eligible Investment Pools	100%	90%
I 5	Money Market Mutual Funds	50%	0.09%
I 6	Repurchase Agreements	50%	0%
I 7	Commercial Paper	65%	0%
		Total	100%

Book Value:	As of 12/30/2014	As of 11/30/2014	Change
I 1 \$	-	\$ -	\$ -
I 2 \$	1,337,243	\$ 1,342,828	\$ (5,585)
I 3 \$	-	\$ -	\$ -
I 4 \$	12,217,077	\$ 10,466,600	\$ 1,750,478
I 5 \$	12,224	\$ 12,224	\$ -
I 6 \$	-	\$ -	\$ -
I 7 \$	-	\$ -	\$ -
Total Book Value	\$ 13,566,545	\$ 11,821,652	\$ 1,744,893

Market Value:	As of 12/30/2014	As of 11/30/2014	Gain/(Loss)
I 1 \$	-	\$ -	\$ -
I 2 \$	1,337,243	\$ 1,342,828	\$ (5,585)
I 3 \$	-	\$ -	\$ -
I 4 \$	12,217,077	\$ 10,466,600	\$ 1,750,478
I 5 \$	12,224	\$ 12,224	\$ -
I 6 \$	-	\$ -	\$ -
I 7 \$	-	\$ -	\$ -
Total Market Value	\$ 13,566,545	\$ 11,821,652	\$ 1,744,893

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. R14-13 of the City of Taylor.

 11/20/15
Investment Officer: **Date**

Investment Officer: **Date**



***City Council Meeting
February 12, 2015
Agenda Item Transmittal***

Agenda Item #: 9
Agenda Title: Receive Comprehensive Annual Financial Report for the 2013-14 Fiscal Year.

Council Action to be taken: Accept the Annual Report

Initiating Department: Finance

Staff Contact: Rosemarie Dennis, Finance Department

1. INTRODUCTION/PURPOSE

The purpose of this item on the agenda is to receive and accept the FY2013-14 Comprehensive Annual Finance Report (CAFR). Mike Brooks from the CPA firm of Brooks Cardiel will do an oral presentation and respond to any questions the Council may have in reference to the audit process and the financial information in the audit.

2. DESCRIPTION/ JUSTIFICATION

In accordance with the City Charter 10.3, the City shall be audited annually by an independent certified public accountant. This will be Brooks Cardiel's second year conducting the City's annual audit.

Based on the independent Auditor's report, the audit was conducted in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. As management, we assert that, to the best of our knowledge and belief, this financial information reported to the Auditors was compete and reliable in all material respects.

3. FINANCIAL/BUDGET

Fund/Account No.: 100-512-513

Budgeted Amount: \$30,500

4. RECOMMENDATION

Staff recommends that Council accept and approve the Comprehensive Annual Financial Report for the City of Taylor for the fiscal year ending September 30, 2014.

5. REFERENCE FILES

- 9a. [Comprehensive Annual](#) Financial Report (CAFR) FY2013-14
- 9b. [Audit Presentation](#) by Mike Brooks.

TAYLOR, TEXAS

Audit Presentation

September 30, 2014

Presented By: Michael Brooks, CPA
February 12, 2015

COMPREHENSIVE ANNUAL FINANCIAL REPORT

REFERENCE CAFR – PAGE viii

- ❖ Certificate of Achievement for Excellence in Financial Reporting.
- ❖ Above and Beyond Standard Reporting Requirements.

COMPONENTS OF THE COMPREHENSIVE ANNUAL FINANCIAL REPORT

- ❖ Letter of Transmittal
- ❖ Auditor's Opinion
- ❖ Management's Discussion and Analysis
- ❖ Basic Financial Statements
 - Government-Wide Statements
 - Fund Level Statements
 - Notes to the Financial Statements
- ❖ Required Supplementary Information
- ❖ Statistical Section

INDEPENDENT AUDITOR'S REPORT

REFERENCE AFR – PAGE 1

- ❖ Clean, unmodified opinion.
- ❖ Highest level of assurance.

FINANCIAL HIGHLIGHTS

REFERENCE AFR – PAGE 5

- ❖ Total assets exceeded total liabilities by \$61,204,087.
- ❖ The City's total net position decreased by \$1,359,378.
- ❖ City's governmental funds reported combined ending fund balances of \$12,489,290, a decrease of \$915,461.
- ❖ Unassigned fund balance for the general fund was \$3,290,862 or 27% of total general fund expenditures.

STATEMENT REVENUES, EXPENDITURES & CHANGES IN FUND BALANCE

GOVERNMENTAL FUNDS – YEAR ENDING 9/30/2014 - REFERENCE CAFR PAGE 26

	General	Capital Improvements	I&S for CO Bonds	Other Governmental Funds	Total Governmental Funds
<u>Revenues</u>					
Total Revenues	10,464,336	144,698	1,895,134	609,745	13,113,913
<u>Expenditures</u>					
Total Expenditures	12,107,101	776,147	2,039,399	174,347	15,096,994
Total Other Financing Sources	1,243,992	10,025	133,425	(319,822)	1,067,620
Net Change in Fund Balances	(398,773)	(621,424)	(10,840)	115,576	(915,461)
Beginning fund balances	4,478,552	6,669,498	230,831	2,025,870	13,404,751
Ending Fund Balances	\$ 4,079,779	\$ 6,048,074	\$ 219,991	\$ 2,141,446	\$ 12,489,290

SCHEDULE OF REVENUES, EXPENDITURES & CHANGES IN FUND BALANCE (Budget & Actual)

GENERAL FUND – YEAR ENDING 9/30/2014 - REFERENCE CAFR PAGE 31

	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
<u>Revenues</u>				
Total Revenues	10,475,955	10,398,933	10,464,336	65,403
<u>Expenditures</u>				
Total Expenditures	11,731,570	12,072,871	12,107,101	(34,230)
Revenues Over (Under) Expenditures	(1,255,615)	(1,673,938)	(1,642,765)	31,173
<u>Other Financing Sources (Uses)</u>				
Total Other Financing Sources (Uses)	1,258,915	1,245,017	1,243,992	(1,025)
Net Change in Fund Balance	\$ 3,300	\$ (428,921)	(398,773)	\$ 30,148
Beginning fund balance			4,478,552	
Ending Fund Balance			\$ 4,079,779	

SCHEDULE OF REVENUES, EXPENSES & CHANGES IN NET POSITION

PROPRIETARY FUNDS – YEAR ENDING 9/30/2014 - REFERENCE CAFR PAGE 36

	Public Utilities	Airport	Cemetery Operating	Total
<u>Operating Revenues</u>				
Total Operating Revenues	7,031,036	484,048	139,718	7,654,802
<u>Operating Expenses</u>				
Total Operating Expenses	4,840,304	473,653	163,769	5,477,726
Operating Income	2,190,732	10,395	(24,051)	2,177,076
<u>Nonoperating Revenues (Expenses)</u>				
Total Nonoperating Revenues (Expenses)	(1,043,663)	(8,932)	-	(1,052,595)
Income Before Transfers	1,147,069	1,463	(24,051)	1,124,481
Transfers in	-	-	20,997	20,997
Transfers (out)	(1,250,000)	(15,000)	-	(1,265,000)
Change in Net Position	(102,931)	(13,537)	(3,054)	(119,522)
Beginning net position	11,251,289	3,099,649	82,220	14,433,158
Ending Net Position	\$ 11,148,358	\$ 3,086,112	\$ 79,166	\$ 14,313,636

CONCLUSION

Other Reports and Questions

Presented By: Michael Brooks, CPA
February 12, 2015



***City Council Meeting
February 12, 2015
Agenda Item Transmittal***

Agenda Item #: 10
Agenda Title: Consider request from Taylor Lions Club to install Little Free Library kiosks at city parks

Council Action to be taken: Approve, table or deny

Initiating Department: Parks and Recreation/Public Works

Staff Contact: Mike DeVito

1. INTRODUCTION/PURPOSE

The Little Free Library program was presented to the council in March of 2014, at that time the council had mentioned the idea of placing these libraries in the parks, as a means of “testing” the success of the program. These libraries would be placed near the playgrounds at Murphy, Bull Branch and Robinson Parks.

2. DESCRIPTION/ JUSTIFICATION

The libraries would be available for use by the public, allowing for park patrons to have access to reading materials. This would also allow an opportunity to gage the success of the program, as well as any potential issues that may need to be rectified. The boxes would be monitored and maintained by the Lions Club.

3. FINANCIAL/BUDGET

There are no financial requirements; however, city staff would assist with the initial installation of the boxes.

4. TIMELINE CONSIDERATIONS

The Lions Club would like to move forward with this project as soon as possible.

5. RECOMMENDATION

Staff recommends approval of this request. Additionally, the Parks and Recreation Advisory Committee also recommended approval of this request.

6. REFERENCE FILES

10a. [Project proposal](#) and additional info

Robinson Park

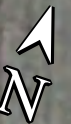
Write a description for your map.

Legend

 Little Library

Google earth

© 2015 Google



100 ft



Taylor Lions Club and the Little Free Library Project

The Taylor Lions Club is interested in starting a Little Free Library Project for the Taylor Community. Ideas are to get local businesses and residents involved to give the community more options for literacy. Our hope is for Libraries to pop up all over town so no matter where you live you have access to books. A possible partnership with the Taylor Public Library, Friends of the Library, and the schools would foster much needed collaboration for a community-wide benefit.

Below is some information straight from the Little Free Library's handbook on how to get started and some ideas of how to maintain the project. Please visit their site at www.littlefreelibrary.org for more information and to view the interactive map of all the Libraries worldwide.



"OK, before we get too far along, we need to remind you of one crucial element to this process: MAKING IT OFFICIAL. When you make it official, you request a charter sign, charter number and Steward's packet of support materials for your Library. Your Library must first be official before you can register it to be on the World Map. There is a one-time payment of \$34.95 per Library

SECTION: Building Interest and Finding Partners

Promoting literacy and a love of books is an appealing cause to nearly everybody.

Builders:

Local carpenters and artists. Little Libraries are great promotional tools. A Library they build or decorate could be a constant advertisement for their work in the community. A modest sign on the Library itself can acknowledge the builder, artist or sponsor.

Local businesses. Try hardware, home and garden or building supply stores, paint companies; any business that could build a Library and is interested in promoting themselves through community service. Coffee shops and restaurants can offer ideal indoor or outdoor locations for Libraries, especially if the Libraries are decorated with their brand. Realtors like to point out that Little Free Libraries enhance a neighborhood's friendly appeal.

Girl and Boy Scout Troops, 4-H Clubs, Rotary, Lions, Kiwanis, Jaycees, Altrusa, Masons, and other service-oriented organizations. Little Free Libraries are great community service projects for one day, once a month or as long as each group might like.

High schools, colleges and universities. If your high school has a wood shop class, propose that they build Libraries to be donated to the community. Art students could decorate them. You could even create a Library design contest. You'll be surprised to learn that elementary school classes are often excellent sources of ideas, books—and parents with skills.

SECTION: Organize a Group Building and Decorating Day!

You can build one Library or many. Some examples:

Just One: The Madison, Wisconsin, Children's Museum started with an unpainted Amish Barn Wood Library as a craft activity in the Wisconsin Book Festival. Parents and kids covered it with beautifully colored wet tissue paper over several days, then auctioned it off to raise funds. The museum exhibit staff welded their own Little Library to put outside the main entrance on Madison's Capitol Square.

Four Libraries. Folklore Village in rural Dodgeville, Wisconsin brought families together from across the U.S. between Christmas and New Year's Day to construct four Little Free Libraries from found objects and recycled materials. In three days they transformed old cabinets, a doll house and scrap lumber into four unique Libraries. The doll house had been rescued from trash pickup eight years before and found a new home at a Waldorf school. The other three Libraries were donated to neighborhoods that requested them. Want an easy way to build four Libraries from pre-painted kits? You can save a lot of money and get great results with the Neighborhood Building Party Kit.

SECTION: What About Books?

Worried about having enough books to stock the Libraries? Here are some ideas that can work.

Host a book swap! Approach local book stores to see if they would be willing to donate. You don't have to organize a massive citywide campaign. In fact, sometimes smaller events work better because they only require a relatively small group of organizers who invite friends, neighbors and colleagues. Some communities hold book swaps every few months and have centralized places where Little Free Library stewards can donate and take books any time.

Friends of Library book sales. Most Friends groups have book sales once or twice each year to clear out old books and raise funds. Many of the books that remain after the sale are in good condition and could be great additions to Little Free Libraries. Contact your public library Friends to see if you can help with the sale itself, then sort and distribute the leftovers to Little Free Libraries, Goodwill, St. Vincent de Paul or other resale shops. Sadly, some books will end up in your landfill or wood stove.

SECTION: Maintaining Interest and Enthusiasm

Little Free Library bike or walking tour. This could even be a treasure hunt for kids. These can be one-time events or you can design routes for tourists.

Summer Little Free Library camps for kids. For two years 10-13 year olds in one city have combined arts, crafts, community observation, reading and organizing into five days of fun. The first year they built one Library on the theme of kindness, and found lots of ways to experiment with acts of kindness. The second year they built four Little Free Libraries, prepared books for distribution and visited dozens of locations.

Bi-weekly or monthly story times. In good weather, have everyone gather by a Little Free Library, pick their favorite books and read aloud to each other. Or schedule monthly readings at coffee shops or community centers.

Arts and crafts events. Create bookmarks and tiny books that can be placed in Libraries in your area."

Bull Branch Park

Write a description for your map.

Legend

 Little Library

Google earth

© 2015 Google

100 ft



Murphy Park

Write a description for your map.

Legend

 Little Library



Google earth

© 2015 Google



100 ft



- Libraries
 - Ribbon Cutting for first box is February 14th at 10 at the Taylor Chamber of Commerce.
 - Second box is being prepped for installation at Fajitas on Wheels for Ribbon Cutting late February.
 - Third box is ready to go at Sunny Lane Apartments with the Ribbon Cutting set for late February.
- Book Collection
 - Taylor's Rotary Club has committed to join our efforts with a book drive.

Little Free Library Ribbon Cutting

Please join us!

February 14th at 10am

as we open our first library at the
Greater Taylor
Chamber of Commerce
1519 N. Main St, Taylor

**Bring a book,
help us fill the box!**

Official Steward
LITTLE FREE LIBRARY, INC.
TAKE A BOOK - RETURN A BOOK



***City Council Meeting
February 12, 2015
Agenda Item Transmittal***

Agenda Item #: 11
Agenda Title: Discuss options for possible elections in 2015.
Council Action to be taken: Discussion.
Initiating Department: Council
Staff Contact: Isaac D. Turner, City Manager

1. INTRODUCTION/PURPOSE

This item was requested by Mayor Pro Tem Gonzales for discussion regarding possible future elections this year.

2. DESCRIPTION/ JUSTIFICATION

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

The deadline for calling an election on May 9th is February 27th and the deadline for calling the November 3, 2015 election is August 24th.

5. RECOMMENDATION

6. REFERENCE FILES



City Council Meeting February 12, 2015 Agenda Item Transmittal

Agenda Item #: 12

Agenda Title: Discuss and consider action regarding the TEDC borrowing up to \$3.5MM from Citizens National Bank and approving Resolution R15-1 authorizing the execution and delivery of the loan agreement and the expenditure of funds for the project.

Council Action to be taken: Approve Resolution R15-1 and related documents

Initiating Department: TEDC

Staff Contact: Sean Stockard, TEDC President

1. INTRODUCTION/PURPOSE

The TEDC Board has approved borrowing funds in the amount of \$3.5 million to design and construct industrial space to recruit new industries to Taylor. The City must authorize this action by the TEDC to incur the debt.

2. DESCRIPTION/ JUSTIFICATION

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

The TEDC plans on starting the project as soon as possible.

5. RECOMMENDATION

Approve Resolution and related documents to authorize the execution and delivery of the loan agreement.

6. REFERENCE FILES

12a. [Resolution R15-1](#) and related documents for City submission

12b. [TEDC documents](#)

12c. [KDW Project](#)

12d. [Citizens National Bank](#) Loan Application ltr

12e. [KDW Corporate view](#)

12f. [Possible projects](#) needing space

CERTIFICATE FOR RESOLUTION APPROVING
A RESOLUTION BY THE CITY OF TAYLOR
AUTHORIZING AND APPROVING
A LOAN FROM CITIZENS NATIONAL BANK TO THE
TAYLOR ECONOMIC DEVELOPMENT CORPORATION
AND RELATED DOCUMENTS,
AUTHORIZING THE EXECUTION AND DELIVERY
OF THE LOAN AGREEMENT, THE PLEDGE OF SALES AND USE TAX
RECEIPTS, AND OTHER
MATTERS IN CONNECTION THEREWITH

I, the undersigned City Clerk of the City of Taylor, Texas (the "City"), do hereby certify as follows:

1. The City Council (the "Governing Body") of the City convened in regular session at 6:00 pm, on February 12, 2015 (the "Meeting"), and the roll was called of the duly constituted members of the Governing Body, to-wit:

Jesse Ancira, Jr., Mayor
Christopher Gonzales, Sr., Mayor Pro Tem
Scott Green, Council Member
Donald Hill, Council Member
Brandt Rydell, Council Member

All of such persons were present, except the following absentees: (None.), thus constituting a quorum. Whereupon a written:

RESOLUTION APPROVING A RESOLUTION BY THE CITY
OF TAYLOR AUTHORIZING AND APPROVING A LOAN
FROM CITIZENS NATIONAL BANK TO THE TAYLOR
[504(Type A)] ECONOMIC DEVELOPMENT CORPORATION
AND RELATED DOCUMENTS, AUTHORIZING THE
EXECUTION AND DELIVERY OF THE LOAN AGREEMENT,
THE PLEDGE OF SALES AND USE TAX RECEIPTS, AND
OTHER MATTERS IN CONNECTION THEREWITH

(the "Resolution") was duly moved and seconded and, after due discussion, said motion, carrying with it the adoption of the Resolution, prevailed and carried by the following votes:

AYES: _____

NOES: _____

2. A true, full, and correct copy of the Resolution is attached to and follows this Certificate; the Resolution has been duly recorded in the minutes of the Meeting; the above and foregoing paragraph is a true, full, and correct excerpt from the minutes of the Meeting pertaining to the adoption of the Resolution; the persons named in the above and foregoing paragraph are duly elected, qualified, and acting members of the Governing Body; each of such members was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the Meeting, and that the Resolution would be introduced and considered for adoption at the Meeting, and each of such members consented, in advance, to the holding of the Meeting for such purpose; and the Meeting 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 Annotated, as amended.

SIGNED AND SEALED this 12TH day of FEBRUARY 2015.

Susan Brock, City Clerk

(SEAL)

Resolution R15-1

RESOLUTION APPROVING A RESOLUTION
BY THE CITY OF TAYLOR AUTHORIZING AND APPROVING
A LOAN FROM CITIZENS NATIONAL BANK TO THE
TAYLOR ECONOMIC DEVELOPMENT CORPORATION
AND RELATED DOCUMENTS,
AUTHORIZING THE EXECUTION AND DELIVERY
OF THE LOAN AGREEMENT, THE PLEDGE OF SALES AND USE TAX
RECEIPTS, AND OTHER
MATTERS IN CONNECTION THEREWITH

WHEREAS, the City of Taylor, Texas (the "City") created the Taylor Economic Development Corporation (the "Corporation") pursuant to Chapter [504(Type A)] of the Development Corporation Act, Texas Local Government code, as amended (the "Act"), for the purpose of financing the costs of one or more projects within the meaning of the Act;

WHEREAS, the levy by the City of an economic development sales and use tax for the benefit of the Corporation under the Act was authorized by a majority of the qualified voters of the City voting at an election called and held for that purpose;

WHEREAS, the City has established and levied, and maintains and collects on behalf of the Corporation the economic development sales and use tax pursuant to the Act;

WHEREAS, on receipt of the proceeds of the economic development sales and use tax, the City delivers the proceeds to the Corporation to use in carrying out its functions;

WHEREAS, the Development Corporation Act of 1979 enables industrial development corporations, such as the Corporation, to leverage the economic development sales and use tax receipts described above by providing an alternative source of easy to access capital with favorable terms;

WHEREAS, there has been presented to the Corporation a proposed form of the Loan Agreement between Citizens National Bank (the "Loan Agreement") including a Promissory Note from the Corporation (the "Note") has been presented to the City for its limited approval, pursuant to which Citizens National Bank will lend to the Corporation the amount of Three Million Five Hundred dollars (\$3,500,000.00), the proceeds of such loan to be used to fund a program loan to design and construct industrial space in Taylor Texas and thereby finance the costs of the project;

WHEREAS, the Corporation submits to the City the Corporation's resolution authorizing and approving the Loan Agreement and related documents for the City's approval pursuant to Section 501.204(a) of the Act;

WHEREAS, Section 501.073 of the Act requires that the City approve all programs and expenditures of the Corporation; and

WHEREAS, it is deemed necessary and advisable that this Resolution be adopted;

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

Section 1. In accordance with the provisions of Section 501.204 of the Act, the Resolution Authorizing and Approving a Loan from Citizens National Bank, Authorizing the Execution and Delivery of the Loan Agreement and related documents, Authorizing the Pledge of Sales and Use Tax Receipts, and Other Matters in Connection Therewith, adopted by the Corporation on December 3, 2014, a copy of which is attached hereto as Exhibit A and made a part hereof for all purposes, is hereby specifically approved.

Section 2. The City Council hereby approves the Loan Agreement in substantially the form and substance presented to the City Council and the Mayor is hereby authorized and directed, for and on behalf of the City Council to execute the Loan Agreement for the limited purposes stated therein, and the City Secretary is authorized and directed, for and on behalf of the City Council to attest the Loan Agreement, and such officers are hereby authorized to deliver the Loan Agreement.

Section 3. In accordance with the provisions of Section 501.204 of the Act, the programs and expenditures of the Corporation authorized and contemplated by the Loan Agreement and related documents are hereby specifically approved.

Section 4. All action (not inconsistent with the provisions of this Resolution) heretofore taken by the City Council directed toward the Project shall be and the same hereby are, ratified, approved, and confirmed.

Section 5. The officers of the City Council are hereby authorized to take all action in conformity with the Act necessary or reasonably required to effectuate the loan evidenced by the Loan Agreement, and to consummate the transactions contemplated by the Loan Agreement and this Resolution, including, without limitation, the execution and delivery of any and all other instruments, certificates, documents, or papers necessary to carry out the intent and purposes of the Loan Agreement and this Resolution.

Section 6. The Council hereby authorizes the Board to direct the President/CEO, for and on behalf of the Corporation, to engage professionals to assist the Corporation in various activities with respect to the project, including, without limitation, the borrowing of money as set forth herein and the monitoring of the construction of the project.

Section 7. The Council hereby authorizes the Board to direct the President/CEO of the corporation to direct and expend corporate funds in accordance with the Corporation's approved budget for "costs" as defined in the Act, to the extent necessary to finalize and effectuate the project.

Section 8. This Resolution in no respect creates any liability of the City for repayment of the obligations created by the Loan Agreement.

Section 9. If any section, paragraph, clause, or provision of this Resolution shall be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Resolution. In case any obligation of the City authorized or established by this Resolution is held to be in violation of law as applied to any person or in any circumstance, such obligation shall be deemed to be the obligation of the City to the fullest extent permitted by law.

PASSED AND APPROVED this ____ of _____, 2015.

Jesse Ancira, Jr., Mayor
City of Taylor, Texas

ATTEST:

Susan Brock, City Clerk
City of Taylor, Texas

INCUMBENCY AND SIGNATURE
IDENTIFICATION CERTIFICATE
CITY OF TAYLOR, TEXAS

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

I, JESSE ANCIRA, JR., , the undersigned, hereby certify as follows:

(A.) That I am a duly appointed and acting officer of THE CITY OF TAYLOR, TEXAS, holding the office set forth under my signature below;

(B.) That THE CITY OF TAYLOR, [504(Type A)] TAYLOR ECONOMIC DEVELOPMENT CORPORATION has agreed to a Loan Agreement with Citizens National Bank for a Loan in the amount of Three million, five hundred thousand dollars (\$3,500,000.00) to fund a program loan to design and construct industrial space in Taylor, Texas;

(C.) That THE CITY OF TAYLOR, [504(Type A)] TAYLOR OF ECONOMIC DEVELOPMENT CORPORATION has agreed to a Promissory Note for Three million five hundred thousand dollars (\$3,500,000.00) to the Office of the Governor Economic Development and Tourism Division;

(D.) That the manual signature of JESSE ANCIRA, JR., , Mayor, appearing on all agreements necessary for this Citizens National Bank Loan are hereby affirmed as my own;

(E.) That I am authorized to execute and deliver the Loan Agreement on behalf of THE CITY OF TAYLOR, TEXAS.

WITNESS MY HAND EFFECTIVE this ____ day of _____, 2015:

JESSE ANCIRA, JR. Mayor

I DO HEREBY CERTIFY that the signature of the officer subscribed above is true and
correct.

SUSAN BROCK, City Clerk

STATE OF TEXAS
COUNTY OF WILLIAMSON

Before me on this day appeared, Jesse Ancira, Jr., Mayor, who is known to me and subscribed to the above document before me as witness, my hand and seal hereto affixed on this ____ day of _____, 2015:

[SEAL] Name _____
Notary Public

CERTIFICATE

I hereby certify that an election was held on November 2, 1993, in the City of Taylor, Texas for the one-half of one percent Local Sales & Use Tax for Economic Development, that the requisite number of voters voted 428 in favor of and 163 voted against levying of such tax and that no action has been taken in any court, either state or federal, within the State of Texas which in any way questions the validity of such election or any action taken by the City of Taylor, Texas in connection therewith, and that no action has been taken by the City to repeal, amend or rescind such tax subsequent to such election.

WITNESS MY HAND EFFECTIVE THIS 12th day of February, 2015.

[SEAL]

Susan Brock, City Clerk

**STATE OF TEXAS
COUNTY OF WILLIAMSON**

Before me on this day appeared, Susan Brock, who is known to me and subscribed to the above document before me as witness, my hand and seal hereto affixed on this ____ day of _____, 2015.

[SEAL]

**Name, _____
Notary Public**

**STATE OF TEXAS
COUNTY OF WILLIAMSON**

Before me on this day appeared, Susan Brock, City Clerk of the City of Taylor, Texas who is known to me and subscribed to the above document before me as witness, my hand and seal hereto affixed on this ____ day of _____, 2015.

[SEAL]

**Name, _____
Notary Public**

Certificate

Page 2

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this ____ day of _____, 2015 by Susan Brock City Clerk of the City of Taylor, Texas on behalf of said corporation.

[SEAL]

Name, _____

Notary Public



**CERTIFICATE FOR RESOLUTION
AUTHORIZING AND APPROVING A LOAN FROM
CITIZENS NATIONAL BANK
AUTHORIZING THE EXECUTION AND DELIVERY
OF THE LOAN AGREEMENT AND RELATED DOCUMENTS,
AUTHORIZING THE PLEDGE OF SALES AND USE TAX RECEIPTS,
AND OTHER MATTERS IN CONNECTION THEREWITH**

I, the undersigned Treasurer of the Board of Directors of the TAYLOR ECONOMIC DEVELOPMENT CORPORATION (the "Corporation"), hereby certify as follows:

1. The Board of Directors of the Corporation convened at a regular meeting held on December 3rd, 2014 (the "Meeting"), at 5:00pm and the role was called of the duly constituted members of said Board, to-wit:

Kelly Cmerek, Chairman
Christine Lopez, 1st Vice Chairman
Cecil Bowen, 2nd Vice Chairman
Clark Jackson, Treasurer
Scott Green, Secretary

And all of said persons were present, except the following absentee(s)
NONE,
thus constituting a quorum. Whereupon, among other business, the following was transacted at said Meeting: a written

**RESOLUTION AUTHORIZING
AND APPROVING A LOAN FROM
CITIZENS NATIONAL BANK
AUTHORIZING THE EXECUTION AND DELIVERY
OF THE LOAN AGREEMENT AND RELATED DOCUMENTS,
AUTHORIZING THE PLEDGE OF SALES AND USE TAX RECEIPTS,
AND OTHER MATTERS IN CONNECTION THEREWITH**

(the "Resolution") was duly introduced for the consideration of said Board and read in full. It was then duly moved and seconded that said Resolution be adopted; and, after due discussion, said motion, carrying with it the adoption of said Resolution, prevailed and carried by the following vote:

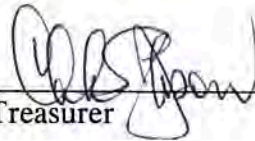
Ayes: 4

Noes: 0

Abstentions: 1

2. A true, full, and correct copy of the Resolution adopted at the Meeting is attached to and follows this Certificate; the Resolution has been duly recorded in the Board's minutes of the Meeting; the above and foregoing paragraph is a true, full, and correct excerpt from the Board's minutes of the Meeting pertaining to the adoption of the Resolution; the persons named in the above and foregoing paragraph are the duly chosen, qualified, and acting members of the Board as indicated therein; each of the members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the Meeting in accordance with the Bylaws of the Corporation and that the Resolution would be introduced and considered for adoption at the Meeting, and the Meeting was held and conducted in accordance with the Articles of Incorporation and Bylaws of the Corporation, and that said Meeting, and the deliberation of the aforesaid public business, was open to the public and written notice of the Meeting, including the subject of the entitled Resolution, was posted and given in advance thereof in compliance with the provisions of Chapter 551, Texas Government Code Annotated, as amended, and Texas Local Government Code, Chapters 501-507, as amended.

SIGNED AND SEALED 3rd, 2014.



Treasurer

(SEAL)

RESOLUTION AUTHORIZING AND
APPROVING A LOAN FROM
CITIZENS NATIONAL BANK
AUTHORIZING THE EXECUTION AND DELIVERY
OF THE LOAN AGREEMENT AND RELATED DOCUMENTS,
AUTHORIZING THE PLEDGE OF SALES AND USE TAX RECEIPTS,
AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the TAYLOR ECONOMIC DEVELOPMENT CORPORATION (the "Corporation") was created by the City of TAYLOR, Texas (the "City") pursuant to Chapter 504(Type A) of the Development Corporation Act, Texas local Government Code, as amended (the "Act"), for the purpose of financing the costs of one or more projects within the meaning of the Act;

WHEREAS, the levy by the City of an economic development sales and use tax for the benefit of the Corporation under the Act was authorized by a majority of the qualified voters of the City voting at an election called and held for that purpose;

WHEREAS, the City has established and levied, and maintains and collects on behalf of the Corporation the economic development sales and use tax pursuant to the Act;

WHEREAS, on receipt of the proceeds of the economic development sales and use tax, the City delivers the proceeds to the Corporation to use in carrying out its functions;

WHEREAS, Development Corporation Act of 1979 enables industrial development corporations, such as the Corporation, to leverage the economic development sales and use tax receipts described above by providing an alternative source of easy to access capital with favorable terms; and

WHEREAS, there has been presented to the Corporation a proposed form of the Loan Agreement between the Division and the Corporation (the "Loan Agreement"), including a Promissory Note from the Corporation to the Division (the "Note"), pursuant to which the Division will lend from Citizens National Bank to the Corporation the amount of \$3,500,000.00, the proceeds of such loan to be used for the design, construction and associated costs pertaining to the development of Industrial Space in Taylor, Texas and thereby finance the costs of the Project;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CORPORATION THAT:

Section 1. The Board hereby finds that the funds requested will be used for eligible "costs" of "projects" as defined in the Act.

Section 2. The Board hereby approves the Loan Agreement and the Note in substantially the form and substance presented to the Board and the President or any Vice President is hereby authorized and directed, for and on behalf of the Corporation, to execute the Loan Agreement and the Note, and the Secretary or any Assistant Secretary is authorized and directed, for and on behalf of the Corporation, to attest the Loan Agreement and the Note and to affix the seal of the Corporation thereon, and such officers are hereby authorized to deliver the Loan Agreement and the Note. Upon execution by the parties thereto and delivery thereof, the Loan Agreement and the Note shall be binding upon the Corporation in accordance with their respective terms and provisions.

Section 3. The officers executing the Loan Agreement and the Note are hereby authorized to approve such changes thereto as they deem advisable.

Section 4. The Board hereby authorizes the pledge and assignment to the Division of a lien on and security interest in the economic development sales and use tax receipts described above as security for the obligations of the Corporation under the Loan Agreement and the Note.

Section 5. All action (not inconsistent with the provisions of this Resolution) heretofore taken by the Board and officers of the Corporation directed toward the Project shall be and the same hereby are ratified, approved, and confirmed.

Section 6. The officers of the Corporation are hereby authorized to take all action in conformity with the Act necessary or reasonably required to effectuate the loan evidenced by the Loan Agreement and the Note, and to consummate the transactions contemplated by the Loan Agreement, the Note, and this Resolution, including, without limitation, the execution and delivery of any contracts, loan agreements, security agreements and any and all other instruments, certificates, documents, or papers necessary to carry out the intent and purposes of the Loan Agreement, the Note, and this Resolution.

Section 7. The Board hereby authorizes and directs the President/CEO, for and on behalf of the Corporation, to engage professionals to assist the Corporation in various activities with respect to the Project, including, without limitation, the borrowing of money as set forth herein and the monitoring of the construction of the Project.

Section 8. The President/CEO of the Corporation is hereby directed and authorized to expend corporate funds in accordance with the Corporation's approved budget for "costs", as defined in the Act, to the extent necessary to finalize and effectuate the Project.

Section 9. If any section, paragraph, clause, or provision of this Resolution shall be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Resolution. In case any obligation of the Corporation authorized or established by this

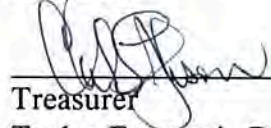
Resolution is held to be in violation of law as applied to any person or in any circumstance, such obligation shall be deemed to be the obligation of the Corporation to the fullest extent permitted by law.

PASSED AND APPROVED this 3rd day of December, 2014.



President/CEO
Taylor Economic Development Corporation

ATTEST:



Treasurer
Taylor Economic Development Corporation

sheet drain
downspouts at
the rear
sidewall

Natural Grade
 Proposed Grade
 Drainage

downspout
trunk-line
outfall to open
swale

open
swale

(2) type 'a' inlets in
paving w/ outfall to
open swale

(1) new sanitary manhole and 6" Line to 1' inside the building

(1) new 6" Fire line vault/BFP w/6" fireline to 1' inside the building
(1) new 2" Domestic Water tap and meter w/ box and 2" Line to 1'
inside the building

(1) new 8" Domestic Water Tap and Bore

OFFICE:	MANUFACTURING	SITE:	PAVING QUANTITIES:
FUTURE (5,000) SF	(28') EAVE	(27 ACRES) SITE SIZE	(52,405 SF) 7" PAVING
(1) STORY	(4, 12' X 14')(4, 9' X 10') OHD DOORS/DOCKS	(98) PARKING	(27,750 SF) 5" PAVING
SHOP:	DESIGNED FOR (10 TON BRIDGE CRANE)	(100,000 SF) EXPANSION	(4,250 SF) SIDEWALK
(50,000) SF			



TAYLOR EDC MUSTANG CREEK SPEC

ADDRESS: BLOCK 1
BLOCK A

DATE: 10/23/2014

SCALE: 1"=30'-0"

SHEET TITLE: CONCEPTUAL SITE PLAN

REVISIONS:
10/23/2014

KDW
DESIGN. BUILD.

Construction Total	\$2,433,631
--------------------	-------------



Taylor EDC Spec Building

50,000 SF

DIVISION 16 ESTIMATE RECAP

Taylor, TX

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1/27/2015 3:18 PM

Description	Quantity	Total
		Amount
1.000	GEN CONDITIONS, JOB REQUIREMENTS & DESIGN FEES	349,668
2.000	SITWORK	728,439
3.000	CONCRETE	529,445
5.000	MISC. STEEL	12,779
6.000	WOOD & MILLWORK	
7.000	THERMAL-MOIST PR	26,550
8.000	DOORS & WINDOWS	23,010
9.000	FINISHES	19,832
10.000	SPECIAL CONDITIONS	8,833
11.000	EQUIPMENT	451
13.000	PRE-ENGINEERED BUILDING, ERECTION & INSULATION	552,129
14.000	ELEVATORS & CRANES	
15.000	MECHANICAL, PLUMBING & FIRE PROTECTION	47,890
16.000	ELECTRICAL	134,606
40.000	CLARIFICATIONS, EXCLUSIONS, ALTERNATES & ALLOWANCES	

Estimate Totals

Description	Amount	Totals	Cost per Unit
Total		2,433,631	48.673 /SF



Taylor EDC Spec Building
50,000 SF
Scope Summary and Clarifications
Taylor, TX

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Project name	Taylor EDC Spec 50,000 SF Warehouse 0 SF - IFO 27 Acre Site Houston TX	
Estimator	MC	
Labor rate table	Standard	
Equipment rate table	Standard	
Job size	50000 SF	
Bid date	11/25/2014	3:00 PM
Notes	This document is an Instrument of Service and the property of Kingham Dalton Wilson, Ltd. All information contained herein is for the specified project. Copying or distribution of all or part of the concepts contained in this document is strictly prohibited without the written consent of Kingham Dalton Wilson, Ltd.	
Report format	Sorted by 'Group phase/Phase' 'Detail' summary	



Taylor EDC Spec Building
50,000 SF
Scope Summary and Clarifications
Taylor, TX

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Group	Phase	Description	Takeoff Quantity
1.000		GEN CONDITIONS, JOB REQUIREMENTS & DESIGN FEES	
	1.100	Project Description:	
		Total Building 181'-9.72" x 275' x 28' Eave	50,000.00 SF
		**PEMB (Pre-Engineered Metal Building)	1.00 LS
		**PBR (Exposed Fastener) Metal Roof	1.00 LS
		**PBR (Exposed Fastener) Metal Wall	1.00 LS
		**5' Translucent Panel at Rear Sidewall	275.00 LF
		**Foundations and Frame for the Middle and Rear Longitudinal Bays Designed to support (1) 10 Ton Bridge Crane	2.00 Bay
		**Temporary Power and Lighting for Facility Only	1.00 LS
		**Water and Sewer to be brought to 1' Inside the Building and Stubbed up (No further distribution of utilities past this point included)	1.00 LS
		**Storefront Entrance, Canopy, and Glass Included for (1) Future 5,000 SF Office	1.00 LS
		**Build Slab - Excluded Due to Unknown Future Tenant Requirements	0.00 LS
			.
		Site Utilization	6.00 AC
		4 1/2" Paving	4,250.00 SF
		5" Paving	11,750.00 SF
		7" Paving	42,155.00 SF
		Single Well Dock	1.00 LS
		Stabilized Soil	53,905.00 SF
		Detention Pond-Excluded	0.00 LCY
			.
		Conditions:	.
		Proposal Based on KDW Conceptual Site Plan Dated 10-23-14	.
		An "Owner Escalation Contingency" Should Be Carried If Contracting Beyond 30 Days	.
		*****Pricing is Valid For 30 Days	.
	1.101	Supervision	
		Project Superintendent	5.00 MO
		Project Administration	1.00 LS
	1.135	Extra Personel	
		Security Watchman (during off hours 7-days a week)-Excluded	0.00 week
	1.140	Project Management	
		Project Manager	2.50 MO
		Pre-Construction Manager	2.00 MO
	1.150	All Design Fees	
		Architectural (Interior Layouts Excluded)	50,000.00 SF
		Civil Engineering - (Note: Platting for Subdivision of 27 Acres, Traffic Study, and Design of Onsite Detention Excluded)	1.00 LS
		TDLR Review and Inspection	1.00 LS
		Structural Engineering	50,000.00 SF
	1.154	Storm Water Pollution Prevention Plan	



Taylor EDC Spec Building
50,000 SF
Scope Summary and Clarifications
Taylor, TX

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Group	Phase	Description	Takeoff Quantity
	1.154	Storm Water Pollution Prevention Plan	
		Storm Water Pollution Prevention Plan	1.00 LS
	1.203	Cell Phones	
		Cell Phones and IT	5.00 MO
	1.210	Temp Electricity	
		Temp Electricity - For Const Trailer	5.00 MO
		Temp Electricity - For Project Construction	5.00 MO
		Permanent Power During Construction - Excluded	0.00 MO
	1.240	Temp Water	
		Temp Water	5.00 MO
	1.301	Temp Job Office	
		Temp Office	5.00 MO
	1.315	Temp Toilet	
		Temp Toilet (Rent)	5.00 MO
	1.320	Temp Fence	
		Temp Fence - Excluded	0.00 LF
	1.345	First Aid Equip	
		First Aid Equip	1.00 LS
	1.346	Job Safety Compliance	
		Safety Compliance - Independent Third Party Inspection	5.00 MO
	1.601	Small Tools	
		Small Tools	1.00 LS
	1.701	Engineered Building Layout	
		Layout	1.00 LS
	1.702	Surveying	
		Topographic Survey of Lot 1a, 1b, and 1c	1.00 EA
	1.705	Current Cleanup	
		Current Cleanup	22.00 WK
	1.708	Dump Fees	
		City Dump Fee (30 yard container) - NON LEED Project	6.00 LD
	1.709	Fuel, Oil & Maintenance	
		Fuel, Oil & Maintenance	5.00 MO
	1.710	Final Cleanup	
		Warehouse Final Clean-Up	50,000.00 SF
	1.730	Field Office Supplies	
		Office Supplies & Equipment	1.00 LS
	1.732	Postage & Express	
		Postage & Express	1.00 LS
	1.735	Blue Prints	
		Reproduce Blue Prints	1.00 LS
	1.740	Travel	
		Travel	1.00 LS
		Per Diem	5.00 MO
	1.741	Hotel - Motel	
		Hotel-Motel	5.00 MO
	1.745	Job Photographs	
		Job Photographs - By KDW	1.00 LS
		Job Photographs (Aerials)	3.00 EA



Taylor EDC Spec Building
50,000 SF
Scope Summary and Clarifications
Taylor, TX

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Group	Phase	Description	Takeoff Quantity
	1.746	Laboratory Tests	
		Laboratory Testing	1.00 LS
		Geo-Tech Report (Geo-Tech Report not provided at time of this estimate)	1.00 LS
	1.750	Job Sign	
		Job Sign - KDW Project Sign	1.00 EA
2.000		SITEWORK	
	2.001	Sitework	
		Site is Already Cleared (Grubbing only for 6 Acres Included)	1.00 LS
		Strip 6.00 Acres (Average 6" Depth)	4,840.00 TCY
		**Stock-Pile (100%) Top Soil for Future Backfill or Spreaon Adjacent	4,840.00 TCY
		Cut & Fill	7,500.00 TCY
		**Building Pad to be Cut and Balanced @ 547.5'	.
		**Spread Spoils From Building Pad Onsite and Balance Paving Areas to Drain	.
		Import 5' Select Fill @ Building Pad to 552.5'- Pending final verification of Geotechnical Report	10,080.00 TCY
		Soils Conditioning for Building Pad and Paving - Excluded	0.00 SF
		BackFill Curbs and Final Cleanup	1.00 LS
		Soil Stabilization 6% @ 8" @ 5" & 7" Paving(and or Truck Yard)	53,905.00 SF
		Spread Excess Spoils	1.00 LS
		Construction Staking, Layout, and Mobilization	1.00 LS
		Detention Pond-Excluded	0.00 TCY
		8" Crushed Rock Laydown Yard and Fire Lane/Loop	0.00 SF
	2.018	SWPPP	
		SWPPP - Manual	1.00 LS
		SWPPP - Maintenance	1.00 LS
		Siltation Fence @ East, South, and West Construction Boundry Lines	1,600.00 LF
		Construction Entrance	1.00 EA
	2.036	Parking Striping, Signs, Wheel Stops	
		Parking Lines	1,000.00 LF
		Fire Lane Striping	2,500.00 LF
		Wheel Stops	4.00 EA
		Handicap Signs	4.00 EA
		Handicapped Painted Logo	4.00 EA
	2.040	Site Utilitites - Water and Sanitary - On Site	
		New Sanitary Manhole	1.00 EA
		Tie In at Manhole	1.00 EA
		Sanitary Clean Out	2.00 EA
		6" Sch 40 - PVC Pipe - 8' Deep Max - Sanitary Sewer (Underground Sanitary Sewer)	175.00 LF
		12' x 8" TS&V and 75 LF 8" Bore/Domestic Water Main to Site - Excluded (By City of Taylor)	0.00 EA
		2" Sch 40 - PVC Pipe - Water - Domestic Water (Underground Domestic Water)	175.00 LF
		2" Reduced Pressure Back Flow Preventer	1.00 EA
		2" Water Meter, Tap/Impact Fees - Excluded (By City of Taylor)	0.00 EA
		8" C-900 Fire Line to Building	175.00 LF
		8" Fire Vault/BFP	1.00 EA
		All Taps, Impact Fees, and Work Offsite to bring Utilities to the Property are Assumed to be by the City of Taylor or Paid for by the City of Taylor	.
			.



Taylor EDC Spec Building
50,000 SF
Scope Summary and Clarifications
Taylor, TX

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Group	Phase	Description	Takeoff Quantity
	2.040	Site Utilites - Water and Sanitary - On Site	
		Offsite Utility Improvment Including the Below and all Associated Design Fees (\$125,000 Owner Allowance)	1.00 AL
		**Silt Fence	1,300.00 LF
		**Inlet Protection	4.00 EA
		**Restore and Revegetation	1.00 LS
		**Traffic Control Plan	1.00 EA
		**8" Wastewater Line SDR-26 PVC	1,400.00 LF
		**4' Dia. Manhole	4.00 EA
		**8" Cleanout	6.00 EA
		**Connection to Existing Manhole	1.00 EA
		**8" Bore (Bore under S. Edmond St.)	100.00 LF
		**8" TS&V to Bring Water to Property line from Across S.Edmonds	1.00 EA
			.
			.
	2.041	On Site - Storm Drainage System	
		Type 'A' Inlet	2.00 EA
		18" HDPE	300.00 LF
		15" HDPE Downspout Trunkline	400.00 LF
		Connect Downspouts to Storm Lines	12.00 EA
		Spread Spoils Onsite	1.00 LS
		Sheetdrain Outfall to the East Property Line	1.00 LS
	2.135	Fencing	
		Chain Link Fence - 6' with 1' - w/ 3 Strand Barbed Wire (7' o.a.) - Excluded	0.00 LF
	2.140	Landscaping	
		Landscape & Irrigation (\$40,000 Allowance)	1.00 AL
3.000		CONCRETE	
	3.100	Concrete	
		WAREHOUSE/SHOP	SF
			.
		6" Slab On Grade-Excluded	0.00 SF
		*A. 6" Thick w/ #4 Rebar @18"o.c.e.w.	.
		*B. Includes 10 mil Stego (or equivalent) Under Slabs	.
		*C. Sawcuts Based On 1/8" Wide By 1-1/2" depth@ Maximum of 15' o.e.c.w.	.
		*D. Based on 3000 PSI w/1-1/2" Aggregate w/ a .52 W.C. (Water Cement)Ratio (5 sack minimum)	.
		*E. Includes 1/4" Diamond Dowels @ Construction Joints @ 1'6"O.C.	.
			.
		Drilled Piers @ Crane Columns	36.00 EA
		*A. Based on 30/90 Piers	.
		*B. Based on Bearing 25' Below FF	.
		*C. Rebar Based on (6) #6's Vertical w/ #4 Bands @12"	.
		*D. Based on 3000 PSI w/ 1-1/2" Aggregate with a .54 WC Ratio (5 sack Minimum)	.
			.
		Drilled Piers @ All other non-crane Supporting Columns	24.00 EA
		*A. Based on 24/60 Piers	.
		*B. Based on Bearing 25' Below FF	.
		*C. Rebar Based on (6) #6's Vertical w/ #4 Bands @12"	.



Taylor EDC Spec Building
50,000 SF
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Group	Phase	Description	Takeoff Quantity
	3.100	Concrete	
		*D. Based on 3000 PSI w/ 1-1/2" Aggregate with a .54 WC Ratio (5 sack Minimum)	.
			.
		Perimeter Grade Beam	787.00 LF
		*A.15" x 24" BFF	.
		*B.(2) #7's Top and Bottom w/ #4 Bands @ 10" o.c.e.w	.
			.
		Retaining Wall Grade Beam @ Truck Dock	125.00 LF
		*A.15" x 60" BFF	.
		*B.(2) #7's Top and Bottom w/ #4 Bands @ 10" o.c.e.w	.
			.
		Interior Grade Beam-Excluded	0.00 LF
		*A.18" x 24" BFF	.
		*B.(2) #7's Top and Bottom w/ #4 Bands @ 10" o.c.e.w	.
		*C.#12 x 36 Piers @20'0" o.c.	.
			.
		Pier Cap 30" OEEP @ Crane Columns	24.00 EA
			.
		Dock Pit (Dock Leveler) 6'x8'x17"deep - Excluded	0.00 EA
		*A.Standard Dock Pit	.
		*B.Based on 3000 PSI w/ 1-1/2" Aggregate w/ a .52 WC Ratio (5 sack Minimum)	.
			.
		Install Standard Pipe Bollards	12.00 EA
		*A. Install Pipe Bollards	.
		*B. Core Drill Thru Concrete is Excluded	.
			.
		MEP Pads - Excluded	0.00 EA
		A. Based on 5" Thick w/ #4 @18" o.c.e.w.	.
		B. Concrete Based on 3000 PSI w/ 1-1/2" Aggregate w/ a .52 WC Ratio (5 sack Minimum)	.
			.
		Sloped Paving with concrete formed stairs @ Truck Well	1.00 LS
			.
		SITE PAVING:	.
			.
		5" Paving	11,750.00 SF
		*A. Based on 5"Thick	.
		*B. Rebar Based on #3's @18" o.c.e.w.	.
		*C. Redwood Expansion Joint Based on 60' o.c.e.w. sawcuts @ 15' o.c.e.w.	.
		*D. Redwood Based on 3/4" w/ 9" Speed Load Sleeves @12" o.c.	.
		*E. #5 Rebar 18" Long Inserted Into Each Sleeve	.
		*F. Sawcuts Based On 1/8" Wide By 1-1/4" deep	.
		*G. Concrete Based on 3000 PSI w/ Fly Ash and 1-1/2" Aggregate	.
			.
		7" Paving (Including Approach in Sq Footage)	42,155.00 SF
		*A. Based on 7"Thick	.



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Group	Phase	Description	Takeoff Quantity
	3.100	Concrete	
		*B. Rebar Based on #4's @18" o.c.e.w.	.
		*C. Redwood Expansion Joint Based on 60' o.c.e.w. sawcuts @ 15' o.c.e.w.	.
		*D. Redwood Based on 3/4" w/ 9" Speed Load Sleeves @12" o.c.	.
		*E. #5 Rebar 18" Long Inserted Into Each Sleeve	.
		*F. Sawcuts Based On 1/8" Wide By 1-3/4" deep	.
		*G. Concrete Based on 3000 PSI w/ Fly Ash and 1-1/2" Aggregate	.
			.
		Approach Cut In	3.00 EA
		*A.Includes Excavation, Concrete, Rebar, and Dowels	.
			.
		4-1/2" Sidewalk x 5' Wide (For Building Sidewalk)	4,250.00 SF
		*A. Based on 4-1/2" Thick	.
		*B. Rebar Based on #3's @18" o.c.e.w.	.
		*C. Redwood Expansion Joint Based on 30" o.c.e.w.	.
		*D. Redwood Based on 3/4" w/ 5" Speed Load Sleeves @12" o.c.	.
		*E. #3 Rebar 10" Long Inserted Into Each Sleeve	.
		*F. Concrete Based on 3000 PSI w/ Fly Ash and 1-1/2" Aggregate	.
			.
		4" City Sidewalk x 5' wide-Excluded	0.00 SF
		*A. Based on 4-1/2" Thick	.
		*B. Rebar Based on #3's @21" o.c.e.w.	.
		*C. Redwood Expansion Joint Based on 30" o.c.e.w.	.
		*D. Redwood Based on 3/4" w/ 5" Speed Load Sleeves @12" o.c.	.
		*E. #3 Rebar 10" Long Inserted Into Each Sleeve	.
		*F. Concrete Based on 3000 PSI w/ Fly Ash and 1-1/2" Aggregate	.
		*G. Excludes Truncate Domes at H.C. Ramps	.
			.
		6" x 6" Extruding Curb	1,500.00 LF
		*A. Based on (1) #4 Continuous and #4 Dowels @12" o.c.	.
		*B. Concrete Based on 3000 PSI Concrete w/ 5/8" Aggregate	.
			.
		Light Pole Concrete Base-Excluded	EA
		*A. 2' Diameter x 8'6" Into Ground & 2'6" Above Ground	.
		*B. Rebar Based on (8) #6 Vertical w/ #4 Ties @12" o.c.e.w	.
		*C.Based on 3000 PSI w/ 1-1/2" Aggregate with a .54 WC Ratio(5 Sack Minimum)	.
			.
		5' x 5' x 5" Stoops @ Exterior Doors	6.00 EA
		*A. Based on 5" Thick	.
		*B. Rebar Based on #3's @18" o.c.e.w.	.
		*C. Concrete Based on 3000 PSI w/ Fly Ash and 1-1/2" Aggregate	.
		*D. 8" Total Downturn @Perimeter	.
			.
		Tilt Wall	.



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Group	Phase	Description	Takeoff Quantity
	3.100	Concrete	
			.
		6 1/4" TWP 20' - 25' - Excluded	0.00 SF
		*A. Based on x " Wall @ North/x/x Side of Building	.
		*B. x" Above Finished Floor	.
		*C. Rebar Based on 2.75 lbs. Per net SF	.
		*D. Based on 3500 PSI with 1-1/2" Aggregate with a .54 W.C. Ratio (5 Sack Minimum)	.
		*E. includes (3) 3" Wide x 1/2" Deep Reveals	.
			.
		8" TWP 25' - 30' - Excluded	0.00 SF
		*A. Based on x " Wall @ North/x/x Side of Building	.
		*B. x" Above Finished Floor	.
		*C. Rebar Based on 4 lbs. Per net SF	.
		*D. Based on 3500 PSI with 1-1/2" Aggregate with a .54 W.C. Ratio (5 Sack Minimum)	.
		*E. includes (3) 3" Wide x 1/2" Deep Reveals	.
			.
		*****ACI NOTES*****	.
		1. All Concrete to be done per engineered specifications and drawings.	.
		2. American concrete Institute standards for reinforcement and all other work will be considered as minimum requirements.	.
		a. Reinforcing will be of grade 60 rebar, and will be new, mill manufactured materials.	.
		b. Reinforcing steel shall be shop fabricated and, where applicable, shall be wired together	.
		c. Concrete mix design will be standard Portland cement mix.	.
		3. Building anchor bolts to be furnished and installed in accordance with metal building manufacturers anchor bolt plans and specifications.	.
		4. Paving of sidewalks to be medium broom finish.	.
		5. Vertical finishes as-cast and patched for concealed work; rubbed smooth, filled and cement patched for exposed work	.
		6. Cure and protect work in accordance with ACI recommendations.	.
		7. Quality Assurance	.
		a. Testing will be done by an independent third party testing agency.	.
		b. Provide evaluations on the 7th and 28th day cylinder tests. (ATSM C143, C173, C31 and C39.	.
		8. In any event that the structural engineering specifications vary from that of these notes the specifications will be followed.	.
			.
5.000		MISC. STEEL	
	5.135	Misc Steel	
		Misc Steel	1.00 LS
		Edge Angle for Dock Pit-Excluded	0.00 EA
	5.520	Pipe Handrails	
		Pipe Handrails - 1 1/2" OD - Sch 40 - Double Run Handrail - Installed @ Concrete Dock Stairs	40.00 LF
	5.545	Pipe Bollards	
		Pipe Bollards 6" x 6' 6" (materials only)	12.00 EA
	5.890	Col Anchor Bolts	



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Group	Phase	Description	Takeoff Quantity
	5.890	Col Anchor Bolts	
		Anchor Bolts as Required	360.00 EA
6.000		WOOD & MILLWORK	
	6.100	Rough Carpentry	
		Wood Blocking @ Interior (Toilet partitions, plumbing fixtures, etc) Per Restroom-Excluded	0.00 EA
	6.502	Millwork	
		Cabinets in Breakroom/Restrooms-Excluded	0.00 LF
7.000		THERMAL-MOIST PR	
	7.920	Caulk & Sealants	
		Caulk Paving Expansion Joints	53,905.00 SF
		Caulk Paving Control Joints - Excluded	0.00 LF
		Misc Caulking	1.00 LS
8.000		DOORS & WINDOWS	
	8.360	Overhead Doors	
		9 x 10 Overhead Door - chain operated, non-insulated	2.00 EA
		12 x 14 Overhead Door - chain operated, non-insulated	2.00 EA
		Electric Operator-Sectional : 1/2 HP (-Excluded)	0.00 EA
	8.810	Aluminum, Glass & Glazing	
		Storefront Unit 9' wide x 10' tall (includes 1 pair of 6070 doors) single pane unit with aluminum frames -	1.00 EA
		2 1/4" x 4" - 1" Tinted Low "E" Tempered Insulated Glass - 4' x 5' - 12 Ea	240.00 SF
		1/4" Plate Glass In Interior Doors and Partitions-Excluded	0.00 SF
9.000		FINISHES	
	9.001	Interior Finish Out	
		Interior Finish Out - Excluded	0.00 SF
	9.130	Acoustical Ceilings	
		2 x 2 Ceiling Tile Lay-In "Fissured" Non-Directional Square Cornered Tile at 9' AFF-Excluded	0.00 SF
	9.300	Ceramic Tile	
		Ceramic Tile and Other Flooring- Excluded	0.00 SF
	9.901	Seal Concrete Floors	
		Seal Concrete Floor - Diamond hard - Euclid - Excluded	0.00 SF
	9.940	Exterior Painting	
		Paint pipe bollards	12.00 EA
		Paint handrails	40.00 LF
		Paint Steel Stairs - Dock High with Landing	0.00 EA
10.000		SPECIAL CONDITIONS	
	10.160	Toilet Partitions and Accessories	
		Toilet Partitions and Accessories - Excluded	0.00 EA
	10.350	Flagpoles	
		Flagpoles - aluminum, 25' tall -Excluded	0.00 EA
	10.430	Singage:	
		Restroom Signage- Excluded	0.00 EA



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Group	Phase	Description	Takeoff Quantity
	10.522	Fire Extinguisher	
		Fire Extinguisher	9.00 EA
	10.537	Aluminum Sun Screens	
		Aluminum Sun Screen @ Storefront Only 12' x 7'	87.00 SF
	10.575	Monument Sign	
		Monument Sign with Concrete Foundation - Excluded	0.00 EA
11.000		EQUIPMENT	
	11.161	Dock Levelers	
		Pit Style 6' x 8' (25k capacity) - Excluded	0.00 EA
	11.165	Dock Bumpers and Accessories	
		Dock Bumpers	2.00 PR
13.000		PRE-ENGINEERED BUILDING, ERECTION & INSULATION	
	13.121	Metal Building	
		Pre-Finished Metal Building (PEMB) - 181'-9" W x 275' L x 28' Eave Height - 1/2:12 Roof Slope Gable Symmetrical	50,000.00 SF
			.
		Exterior Sidewall Columns to be tapered and spaced @ 25' on centers	1.00 LS
		Not Full Span - 2 Rows of Columns at 60' Centers	1.00 LS
		Interior Column Base 8" Below Finished Floor	1.00 LS
		26 Ga - PBR Roof panels ("Galvalume") - 26 Ga Exterior Gutters and Downspouts - baked enamel Siliconized Polyester Paint - color "TBD"	1.00 LS
		26 Ga - PBR Wall panels. 26 Ga related trim - baked enamel Siliconized Polyester Paint - color "TBD"	1.00 LS
		7'-4" Tall 26ga white "R" Panel Liner Panel at all exterior metal walls with associated trim - baked enamel Siliconized Polyester Paint -Excluded	0.00 LS
		3070 Man Doors with Weatherstripping, Closer, Panic device and painted "white"	1.00 LS
		Wall Lites - 3' wide x 5' 6" Tall - Continious band along Both Sidewalls of Warehouse/Shop-Excluded	0.00 LF
		Framed Openings for Overhead Doors	1.00 LS
		Framed Openings for Windows/Exhuast Fans	1.00 LS
		Primer: All primary steel to be primed with "Grey" Primer and all secondary framing to be "Pre-galvanized"	1.00 LS
			.
		Crane Supports	.
		Overhead Cranes	.
		Module #1	.
		Beef-up Only for (1) 10 Ton Overhead Crane	1.00 LS
		Cranway runway to extend full length of Shop-Excluded	0.00 LF
			.
		Module #2	.
		Beef-up Only for (1) 10 Ton Overhead Crane	1.00 LS
		Cranway runway to extend full length of Shop-Excluded	0.00 LF
			.
		Module #3 - Excluded	0.00 LS
			.
		Crane Note: Structure to be designed to support only one crane operating in one bay at a time.	1.00 LS



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Group	Phase	Description	Takeoff Quantity
	13.121	Metal Building	
		Center Row of Columns to be designed to support (2) by-passing cranes to operate in the same bay at the same time.	1.00 LS
			.
		Building Design Loads: IBC 2009, 12/20 Roof Load, 110MPH Wind, Exposure B, 5# Collateral Load, Standard Manufacturer's Deflections	1.00 LS
	13.122	Erect Metal Bldg	
		Metal Building Erection of Division 13.121 and 13.125	50,000.00 SF
	13.125	Metal Building Insulation	
		Vinyl Back Insulation 3" - R - 10 - Exterior Walls	25,782.00 SF
		Vinyl Back Insulation 6" - R - 10 - Roof over non-conditioned spaced	50,000.00 SF
14.000		ELEVATORS & CRANES	
	14.205	Cranes & Hoists	
		Cranes -Excluded	0.00 LS
15.000		MECHANICAL, PLUMBING & FIRE PROTECTION	
	15.003	Plumbing	
		Stub Up Sanitary and Domestic Water Lines '1 Inside the Building	1.00 LS
		Interior Pumping Distribution - Excluded	.
	15.110	HVAC	
		Shop Fans - 20,000 CFM (4' x 4')	5.00 EA
		20 KW Electric Unit Heaters (Freeze Protect)-Excluded	0.00 EA
		Fixed Louvers w/ Motorized Dampers	10.00 EA
		HVAC Design and Engineering Fees & Permitted Plans	1.00 LS
	15.750	Fire Protection System	
		Stub Up Fire Main 1' Inside the Building	1.00 LS
		Fire Protection - Excluded	EA
16.000		ELECTRICAL	
	16.100	Electrical	
		Conduit to Future Ground Mt for Monument Sign	225.00 LF
		Conduit to Entrances for Future Gate Operators	650.00 LF
		Conduit to Flag Pole Lighting	150.00 LF
		400w Wall Pack	12.00 EA
		6 Lamp T8 F-Bay F54T5HO (1 / 2,000 SF for Temporary Lighting (Can be used for permanent shop lighting in the future)	25.00 EA
		30' Pole w/ (2) 400w MH - Excluded	0.00 EA
		Emergency Combo/Egress Lighting	6.00 EA
		Egress Lighting	6.00 EA
		Switch & Contactor for Shop Lighting(1/Department)	2.00 EA
		Time Clock & Photocell	1.00 EA
		POWER:	.
		Temporary Receptacles	2.00 EA
		2HP Shop Fan w/Maunal Starter	5.00 EA
			.
		SERVICE	.
		400A Overhead Temporary Service (400A Weather Head+Gutter+200A LV + Pop Up)	1.00 EA
		Main Service Duct Bank for Future Main Service Underground - (Pad and Bollards for Transformer Excluded)	50.00 LF



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Group	Phase	Description	Takeoff Quantity
	16.100	Electrical	
			.
		Sizzor Lift	1.00 LS
		Trencher Fee	1.00 LS
		2-3" PVC for Teleph.	200.00 LF
		Design & Drawings	1.00 LS
40.000		CLARIFICATIONS, EXCLUSIONS, ALTERNATES & ALLOWANCES	
	1734.000	Exclusions: (The following items are not included in the above scope)	
		Security System	
		Card Reader/Access System	
		Pier Casing or Slurried Piers	
		Uninterrupted Power Supply (UPS) systems	
		Color Coding of piping or stenciling	
		Lightning Protection	
		Window Coverings	
		Performance and Payment Bonds	
		We have not included any demolition of large unforeseen debris for earthwork or utility scope	
		We have not included any removal, disposal or remediation related to any hazardous materials	
		Utility Impact/Tap Fees	
		Pad Mount Transformer for Primary Service	
		Utility Cost - for consumption of permanent utilities during and after construction	
		Additional Costs for on / off site Power Poles that may be charged to Owner by elctrical provider	
		Voice and data cabling or equipment	
		Water Well and Septic/Aerobic Systems	
		This facility is not designed to store hazardous material	
		Facility is not Designed to Accomodate Hi Pile Racking	
		Fire Pump / Fire Tank if Domestic Water Supply or Pressure is Insuffecent	
		Road Boaring	
		Low Voltage Systems	
	2128.000	Allowances (Included in Base Bid)	
		ALLOWANCES:	
		Landscaping, Design, Installation and Irrigation System - \$40,000	
		Offsite Utility Development- \$125,000	
	2129.000	Alternates (Not Included in Base Bid)	
		1. Add 47,000 SF of 6" Slab Specifiec in Division 3 of the Scope Summary.	
		**A Leaveout will remain in the slab will remain for the entire length of the building for Domestic and Sanitary Future Distribution	
		**Add to base bid : \$ 272,767	



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Group	Phase	Description	Takeoff Quantity
	2129.000	Alternates (Not Included in Base Bid)	
		2. Substitute Tilt Wall at all Perimeter Walls In Lieu of Metal Panel (29,275 SF Tilt Wall Panel Total)	
		**Tilt Wall to Extend to Eaves at all Walls	
		**Add to base bid : \$296,047	
	10653.000	Clarifications	
		This proposal is subject to final engineering and based upon the scope of work provided by the Owner	



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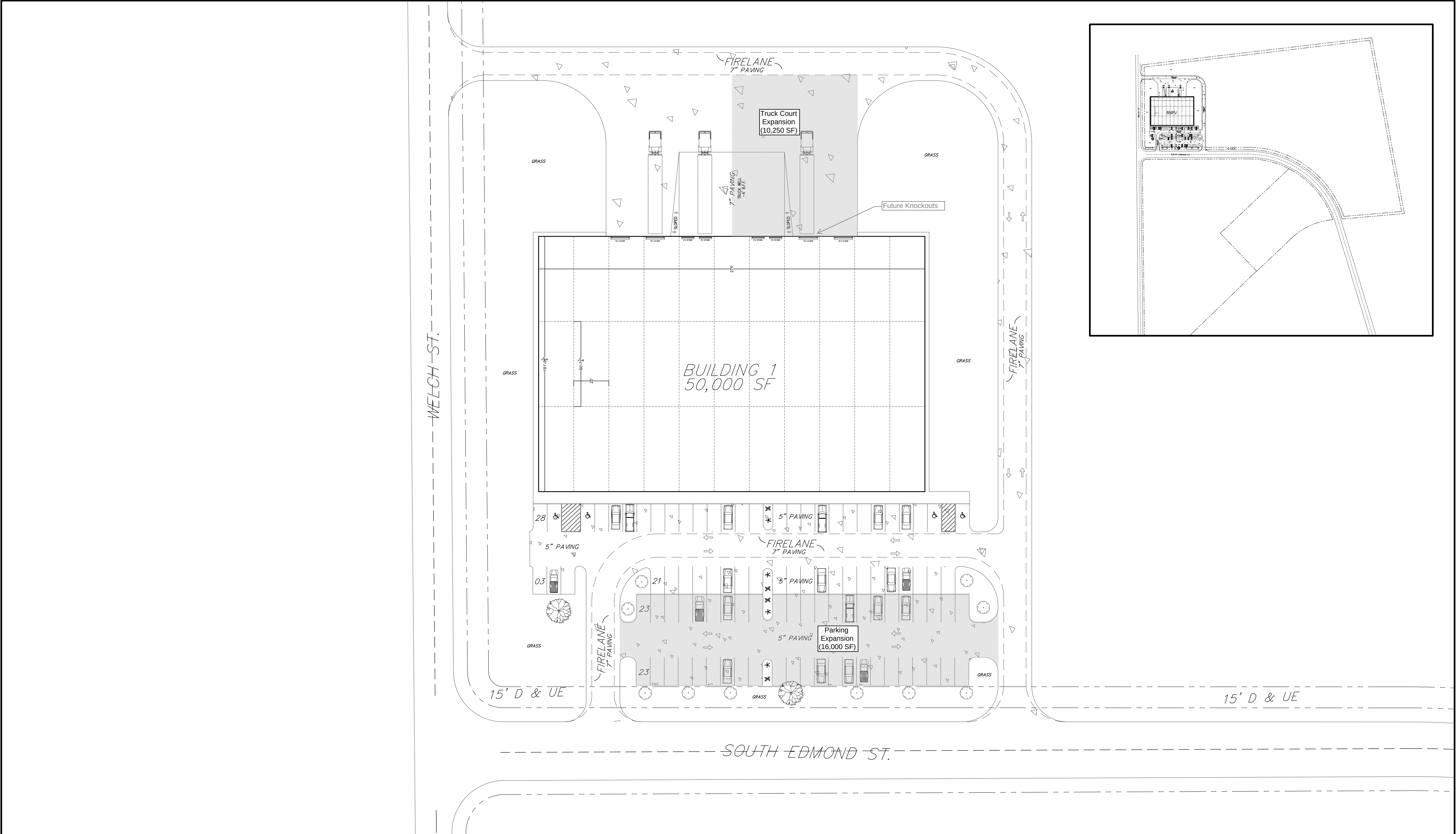
Estimate Totals

Description	Amount	Totals	Cost per Unit
Total		2,433,633	48.673 /SF



City of Taylor
Mustang Creek Industrial Park





OFFICE:	MANUFACTURING	SITE:	PAVING QUANTITIES:		TAYLOR EDC MUSTANG CREEK SPEC			REVISIONS: 10/23/2014	
FUTURE (5,000) SF	(28') EAVE	(27 ACRES) SITE SIZE	(42,155 SF) 7" PAVING		ADDRESS:	BLOCK 1 BLOCK A	SCALE:		1"-30'-0" N 
(1) STORY	(2, 12' X 14')(2, 9' X 10') OHD DOORS/DOCKS	(98) PARKING	(11,750 SF) 5" PAVING		DATE:	10/23/2014	SHEET TITLE:		CONCEPTUAL SITE PLAN
SHOP:	DESIGNED FOR (10 TON BRIDGE CRANE)	(100,000 SF) EXPANSION	(4,250 SF) SIDEWALK						
(50,000) SF									



CITIZENS NATIONAL BANK

P.O. DRAWER 111 • CAMERON, TEXAS 76520-0111 • (254) 697-6653

Date: December 3, 2014

To: Taylor Economic Development Corporation
ATTN: Mr. Sean Stockard

From: Citizens National Bank
Steven M. Wise, EVP

RE: Indication of Proposed Terms

Dear Mr. Stockard:

I am pleased to provide you with this indication of proposed terms, subject to the conditions listed. Please find below a summary of the terms:

Loan Purpose: Loan to construct 50,000 square feet of industrial speculative space on +/- 10 acres in Mustang Creek Industrial Park

Borrower: Taylor Economic Development Corporation

Loan Amount: \$3,500,000

Loan Maturity: Up to 20 years from disbursement date

Interest Rate: ** Fixed rate of 2.25% for 5 years, then adjusts to WSJ Prime - 1% floating daily

** This rate assumes the interest is deemed to be tax-free for income tax purposes to the bank. If the interest is NOT deemed to be tax-free for income tax purposes to the bank, then the interest rate would be fixed at 3.95% for 5 years then adjust to WSJ Prime + .75% floating daily

Bank Fees: None

Repayment Terms: Initial construction period of 9 months with accrued interest payable monthly. Then converts to monthly payments of principal and interest amortized over 20 years

Collateral: 1) Real estate including +/- 10 acres in the Mustang Creek Industrial Park, legal description TBD and 2) Assignment of sales tax revenue

BRANCH LOCATIONS

P.O. BOX 712 • ROCKDALE, TEXAS 76567 • (512) 446-5700
316 NORTH MAIN • TAYLOR, TEXAS 76574 • (512) 352-7641
104 WEST AUSTIN • GIDDINGS, TEXAS 78942 • (979) 542-3136
601 FM 685 • PFLUGERVILLE, TEXAS 78660 • (512) 670-1200
102 HOXIE • COUPLAND, TEXAS 78615 • (512) 856-2331
201 W. PALM VALLEY RD. • ROUND ROCK, TEXAS • (512) 218-5100

Prepayment Penalty: None

Additional Requirements:

- Borrower to provide Bank with a copy of the Corporation's Annual Audit within 90 days of fiscal year end
- Borrower to provide all documentation required by Bank to adequately perfect the bank's lien including all resolutions of the Corporation authorizing the debt and the individuals to sign for the Corporation
- Receipt of opinion from Counsel stating that the Obligations constitute a legal, valid, and binding obligation of the Corporation
- Receipt of the approving opinion of the Texas Attorney General with respect to the Obligations
- Reimbursement of fees charged to Bank for any expenses incurred
- Subject to complete financial underwriting by the bank before final approval of loan request

Expiration of Commitment: December 10, 2014

Thank you again for the opportunity to present this proposed term sheet to you. If you are in agreement with these terms, please sign this term sheet and return it within the allotted timeframe. Please feel free to call me if you should have any questions.

Sincerely,



Steven M. Wise
EVP, Chief Lending Officer

Agreed to and accepted by:

Taylor Economic Development Corporation

By: Sean Stockard, President / CEO

Date

2014

A SUMMARY OF THE HISTORY, SERVICES AND PROJECTS BY KDW

KDW CORPORATE OVERVIEW

Fall 2014

KINGHAM DALTON WILSON, LTD.

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ABOUT KDW

Who We Are

HISTORY

Over 100 Years of Integrity and Innovation

What began as a three-man partnership has matured into a dynamic, full-service design/build firm that we proudly call Kingham Dalton Wilson, Ltd. (KDW). With over 115 years combined experience, KDW's three partners have over 1,000 projects under their belts. Each project is unique, so the partners have honed their ability to solve problems while delivering successful projects on time, on budget, and to exceed our client's expectations. This vast experience has allowed us to develop a method by which we help make the complex design/build simple for our clients - a process that helps our clients do what they do best while we design, build and develop a facility to their exact specifications.

ABOUT KDW

Kingham Dalton Wilson, Ltd. (KDW) is headquartered in Houston, Texas and serves both domestic and international clients. As a full service commercial and industrial design/build firm, we help companies recognize exact costs, minimize risk and expedite project completion on their new, expanded or renovated facilities.

KDW utilizes the newest methodology to design, build and deliver a top quality facility that gives you the most value for the money spent. And, we design/build to your exact specifications and needs rather than simply making you adapt to a cookie-cutter pre-design. KDW can even help relieve the overwhelming process of site selection and development through our strategic partnership with GSL Welcome Group - true real estate experts. Should you decide to sell your facilities years from now, KDW can also help you plan an exit strategy.

Since our innovative design/build services are customized to meet your exact needs, the project results in a seamless experience - from sourcing and developing land, designing and building your structure, through move-in and post-occupancy maintenance - no matter the size or complexity. Our single-source method also eliminates the frustration of working with multiple service providers and can cut the process time in half compared to traditional design method. Don't just trust our word for it. For the past ten (10) years, 99% of our gross revenue was derived from repeat clients, directly indicating our ability to control costs, meet schedules and provide high quality work and client satisfaction.

True cost benefits of working with KDW:

- > Single contract - single point of communication and responsibility
- > One combined payment for services
- > No management of multiple contracts, vendors or invoices
- > Up front understanding of drive-out price
- > Development services included in design/build contract
- > Turnkey, time-saving design/build process
- > Expedited project start and project delivery
- > Time-saving overlap of design and construction
- > Escalation and rising cost mitigation
- > High-quality results with minimal owner's risk

ABOUT KDW

Our Team



JIM KINGHAM
CEO/Owner



KEITH DALTON
President/Owner



WELCOME WILSON, JR.
Development Partner



JAY KINGHAM
Project Manager



PHILLIP MATTHEWS
Director of Conceptual
Planning



MARK MIESCH
Construction Manager



CHUCK NORRELL
Construction Manager



ROLF SCHEFFLER
Director of Special
Projects



LUKE KINGHAM
Business Unit Manager



ELLA BATTLE
Accounting



NELLIE RIVAS
Office Manager



TODD HLAVINKA
Project Manager



AMELIA PAPPAS
Architectural Designer



MARK CAMILLI
Conceptual Estimator



BRYAN HARRISON
Project Manager



JEFF MENSIK
Project Manager



KEVIN KRAMER
Project Manager



MARK TALLEY
Project Manager



ROBERT FORTNEY
Assistant Project
Manager



JEREMY WOODROME
Superintendent

ABOUT KDW

Our Team



GLEN YOUNG
Project Manager



WYATT TUCKER
Assistant Project Manager



JIMMY COX
Superintendent



ROY WILSON
Superintendent



ALEX VALICEK
Assistant Superintendent



ROBBIE SHERMAN
Superintendent



PEDRO VERDE
Crew



MARCOS GARCIA
Crew



CLYDE EARHART
Superintendent



JEFF RUSHING
Superintendent



JAMES YOUNGBLOOD
Superintendent



PAULINO CASTANEDA
Crew

SAFETY PROGRAM

KDW has an impeccable safety record. We have never had a recordable accident and we have never had an OSHA violation. The prevention of accidents is a major company objective and no job or service performed by a KDW employee or subcontractor is so important or urgent that it cannot be performed in the safest way. It is our firm commitment to truly make safety equal to cost and production.

The Experience Modification Rating (EMR) has a strong impact upon a business. It is a number used by insurance companies to gauge both past cost of injuries and future chances of risk. The lower the EMR, the lower the worker compensation insurance premiums will be. An EMR of 1.0 is considered the industry average. KDW's EMR is 0.61.

KDW also has monthly, random, jobsite safety inspections performed by a third-party safety manager. These inspections are an excellent way of insuring continuous safety on the jobsite from the enforcement of OSHA regulations to proper "housekeeping".

For more information regarding our safety program/policies, please contact:

- > John L. Johnson, MS, CSHM
- > JMP & Associates, L.L.C
- > 3915 Dacoma, Suite F
- > Houston, TX 77092-8747
- > 713.742.6200 (Telephone)

BONDING & INSURANCE

You're Protected

BONDING CAPACITY

KDW has the ability to bond almost any job with a first-class bond company. KDW has had a contract surety relationship with CNA Surety for many years. We have \$225 million bonding capacity. CNA Surety is listed by the U.S. Treasury Department and carries an A+ rating by A.M. Best. Because of KDW's excellent credit, we are able to bond through a company like CNA.

For more information regarding our bonding capacity, please contact:

- > Joe Max Green, Regional President
- > *BancorpSouth Insurance Services, Inc.*
- > 3310 North University Drive
- > Nacogdoches, TX 75965-2681
- > 936.564.0221 (Telephone)

INSURANCE COVERAGE

KDW has insurance coverage through the following carriers:

- > National Fire Insurance Co. of Hartford
- > Valley Forge Insurance Company
- > Continental Casualty
- > Torus National Company
- > Travelers Lloyds

The solvency of these insurance carriers is very important and all of these carriers have an A.M. Best rating of "A" or better.

A Certificate of Insurance showing our insurance coverage is attached.

For more information regarding our insurance coverage, please contact:

- > Stacy Triana, Account Manager
- > *BancorpSouth Insurance Services, Inc.*
- > 3310 North University Drive
- > Nacogdoches, TX 75965-2681
- > 936.564.0221 (Telephone)

KDW FINANCIAL STRENGTH

It's All About the Numbers

FINANCIAL REFERENCES

KDW has much intangible strength that sets us apart from any of our competition. We have experience, quality people, and good communication. Some other attributes that are unsurpassable are our:

Financial Strength

KDW currently maintains a depository relationship with First Bank & Trust East Texas as well as the Trust Department where aggregated balances equate to a low eight figure balance. We have no loans as it has not been necessary to borrow to fund our ongoing operations. We have a long affiliation with this bank and one of our partners, James A. Kingham, is a director of the bank.

For more information regarding our financial strength, please contact:

- > Jimmy Mize, Executive Vice President
- > *First Bank & Trust East Texas*
- > P.O. Box 631111
- > Nacogdoches, TX 75963-1111
- > 936.559.5100 (Telephone)



DESIGN/BUILD CONSTRUCTION SERVICES

KDW's main project delivery method is design/build. This option allows you to hire us, under a single contract, to design and construct the entire project. Implementing a client's entire building program using our turnkey approach is structured to minimize your risk. This integrated method combines the best practices of design and build to simplify the process and eliminate unnecessary elements. Under the design/build arrangement, design and construction can be overlapped, allowing construction contracts for some portions of the work to be awarded before complete construction documents are finalized. The design/build delivery method relies on a proactive, teaming approach to balance project scope, construction, cost, and schedule, which minimizes conflicts and expedites delivery. It shortens the project schedule and in most cases, saves the client money and headache. As the design/builder, KDW is your single point of contact - from start to finish, instead of the traditional design/bid/build delivery method where the owner enters in to separate agreements with the architects, designers, engineers and contractors.

Clients who want to reduce their overall project delivery time, ensure schedule and cost parameters, control their risk, or need an early cost commitment are turning to this increasingly popular delivery system.

Detailed benefits of the design/build approach include:

- > **Single point of contact:** With design/build, an owner has a single point of contact whom helps minimize the owner's risk and responsibilities. The owner purchases a complete package of services, including design, construction, training and commissioning.
- > **Reduced project cost and delivery time:** According to some estimates, delivery time can be reduced by 10 to 30 percent from inception to completion by using the design/build approach. The design/build team gives an owner guarantee of schedule and price. Savings accrue through a reduction in delivery time, design, construction efforts and claims. On-site activities can begin earlier because of stages construction packages. Also, identification of early-purchased "long-lead" equipment is a major advantage in reducing overall delivery schedules. There is no need to advertise, evaluate bids, and award construction, which further reduces schedule pressure and saves dollars.
- > **Innovative solutions:** Designers and contractors create a partnership to work together more creatively to solve design and construction problems. In addition, members are contractually teamed and typically have a greater incentive to develop the best solutions for the project.

In association with our industry partner, we offer the following design/build services:

- > Land Due Diligence
- > Deed Restriction Coordination
- > Feasibility and Economic Analysis
- > Market Analysis
- > Entitlement (Zoning) Process Assistance
- > Government Coordination
- > Pro Forma Development
- > Budget Development and Administration
- > Strategic Planning
- > Conceptual Estimating
- > Design Coordination
- > Scheduling
- > Accounting and Cost Control
- > Financial Assistance
- > Construction Management
- > Facility Inspections
- > Subcontractor Prequalification
- > Project Close-out
- > Operations and Maintenance (O&M) Planning

CONCEPTUAL PLANNING

KDW's design/build services begin with our conceptual planning process. During the conceptual planning process, we can help guide you through planning your project from site selection, through design, to building and construction and through to completion. Our conceptual planning process will lay the groundwork to ensure your satisfaction and contribute to your project's success.

PHASE 1: SITE SELECTION

KDW's design and construction specialists understand the art and science of site selection better than any builder in our region. Taking land characteristics, usage requirements and access issues in to account, we select a property location that is ideal for your needs and suitable for your budget. With access to all available land in the Southeast Texas region, we have developed fruitful, long-term relationships with area property owners. Because of this, your property is purchased or leased at the best possible price and most attractive terms.

Our team of experts take dozens of selection considerations in to account when locating your property. These may include:

- > Port, railroad or interstate access
- > Trade zone specifications
- > Land features such as slope, drainage and utilities
- > Types of surrounding buildings and businesses
- > Zoning codes and building requirements
- > Honoring your time by reducing questions to the simplest degree
- > Keeping you immediately apprised of budget changes and options

PHASE 2: PROGRAMMING

During the programming phase, KDW developers achieve the perfect balance of design and build. It is during this stage that we schedule brief - yet thorough - meetings with your team. After developing a complete understanding of your company's desires and objectives, we refine planning concepts in order to quantify and qualify project scope, cost and schedule. During this programming process, we establish a design and construction plan that maximizes your budget and suits your requirements perfectly - without supplying more or less than your need.

The KDW programming phase culminates in a delivery of a formal proposal with a drive-out price, so there are no hidden fees or surprises at closing. To eliminate ambiguities and unanswered questions, your proposal also contains site plans, color renderings, 3-D computer models and detailed delivery expectations.

First and foremost, throughout every part of our conceptual planning process, the KDW team honors your time. We communicate only as needed, so you can get back to running your business. We look forward to partnering with you - and to achieving your goals affordably and efficiently.

VALUE ENGINEERING

Safeguarding your initial long-term investment, KDW embraces value engineering: a creative, organized process that allows us to meet your objectives while respecting your budget. From initial consultation to final walk-through, each phase of your design/build project is carefully orchestrated to achieve your scope of work at the lowest feasible cost.

While other companies wait until your project is too far along to realize cost savings, KDW's value engineering model gives you the opportunity to make educated, cost-saving decisions from the very beginning.

Our value engineering process includes:

- > Developing an in-depth understanding of your budget
- > Analyzing your property and building objectives
- > Defining key project criteria
- > Verifying that your budget is adequate for the requested scope of work
- > Offering affordable alternatives where costs can be reduced

BUDGET DEVELOPMENT

Your budget is the lifeblood of your project, and it must be effectively managed. Unfortunately, the construction industry is fraught with shameless overruns. How can these overages be avoided? It's simple: don't spend more than the budget. Unlike many design-led construction approaches, KDW's unique design/build process keeps your budget in focus throughout all project phases. It's called master budgeting or the total budget, and it is our turnkey approach to protecting your investment.

Depending upon your needs, master budgeting takes in to account financing options, land costs, owner equipment, design, construction, due-diligence and other soft cost requirements.

Balancing aesthetics, functionality and cost, the process includes:

- > Effective communication on all aspects of the budget
- > Establishing a firm budget and detailed scope of work during initial meetings
- > Carefully monitoring your budget during all subsequent project phases
- > Immediately alerting you to cost implications if your project scope changes

At KDW, our goal is to ensure that your project never exceeds your budget - and that you are in control of costs from day one. We achieve these goals by avoiding cost-prohibitive design options and accurately estimating drive-out costs from the beginning.

CONSTRUCTION MANAGEMENT

Construction management is at the core of KDW's expertise. Carefully orchestrating each aspect of your project from start to finish, this management process involves systematic collaboration, precision scheduling and seamless communication. When integrated with your defined scope of work, these factors allow the KDW team to deliver your project on time, with assured quality. In addition, it allows us to avoid the reactive management processes that lead to wasted time and inflated budgets.

KDW's proven construction management process includes:

- > **Systematic pre-qualification of subcontractors, vendors and tradesmen:** Each company and individual working on your project is results-driven and have been carefully selected by KDW project managers for their skill and experience. This guaranteed competency translates directly to construction efficiency and project quality.
- > **Daily administration of the worksite:** This includes exacting maintenance of work scope, jobsite scheduling, construction workflow, tradesmen/vendor relationships and budget parameters.
- > **Contingency plans:** While our construction teams are focused on the methodical completion of your project, we never fail to prepare for the unexpected. Taking potential weather delays, labor issues and materials shortages in to account, our contingency plans keep us one step ahead of costly scheduling hold-ups.
- > **Guaranteed quality:** At KDW, we complete your project on time - without sacrificing quality. We don't take shortcuts, and we don't cut corners. Instead, we accurately define the project scope, eliminate wasteful processes and maintain critical timelines through careful planning. The result is a project that meets your expectations, schedule and budget.



Accredo Packaging, Inc. Campus

PROJECT MANAGEMENT

Ensuring the seamless flow of your project from planning to occupancy, KDW project managers keep design/build efforts within scope, on time - and on budget. At KDW, we like to say that we don't hire project managers; we raise them. Each PM is trained to juggle your project's design, planning, permitting and construction, and is ready to deliver the cost-effective quality that KDW is recognized for.

As part of our commitment to innovation, KDW provides project managers with proven, automated systems that allow control over every project phase. These cutting-edge systems help PM's to track materials, review work reports, update real-time schedules, monitor budget adherence - and communicate with field personnel.

KDW's proven project management process includes:

- > Oversight of the architectural team
- > Direction of the design process (including the balance of aesthetics and cost)
- > Precision scheduling of labor, materials and equipment
- > Management of permits and zoning concerns
- > Cost control during planning and construction stages
- > Preparation of contingency plans for weather, material or labor delays
- > Follow-up and warranty assistance
- > Active, attentive client communication at all project phases

Most importantly, your KDW project manager is available to answer questions and assure your satisfaction at all times - throughout all project phases. Trust our life-cycle solutions for building when it's time to design, construct or retrofit your next commercial or industrial project.



Bauer Manufacturing, Inc.

SERVICES

Special Projects Division

SPECIAL PROJECTS DIVISION

Going Beyond

At KDW, we don't just build the leading commercial and industrial facilities and then disappear; we build relationships with clients so we are there for them at any given time to help their space realize its potential. For special commercial construction and development projects, consult KDW's Special Projects Division (SPD). SPD provides the same expertise and high level of service that KDW provides - only on a smaller scale. The SPD can help your facility to continue to run smoothly, whether you need regular maintenance, ongoing improvements, have a tenant that is ready for a build-out, or your business is growing to the extent that you are ready for an addition.

We bring a level of time/cost efficiency due to our design/build expertise that is unmatched. The KDW Special Projects Division is dependable on any size and type of project and the reason why 100% of our clients are repeat customers.

What can we do special for you? Special projects include:

- > Interior build-outs
- > Structural repairs
- > Site upgrades
- > Renovations/expansions
- > Fence additions/repair
- > Small ground up projects
- > Painting (interior and exterior)
- > And much more



First Bank

SERVICES

Real Estate Development

REAL ESTATE DEVELOPMENT

Through our strategic partnership with GSL Welcome Group, we're able to offer our clients the following real estate and development services:

- > Buying or selling land or buildings
- > Lease or sublease existing space
- > Site selection and due diligence
- > Tenant representation
- > Build-to-Suit for lease

The world of real estate development is littered with failed projects, overinflated budgets and ineffective project management. We have refined our processes over decades of service. Working with clients to locate and construct facilities that are affordable, functional and saleable, our projects are a great success for our clients, and our team. Because we are a one-stop-shop for development, construction and real estate services, there are many benefits to working with our team.

Advantages include:

- > **Experience:** GSL Welcome Group owns over 100 buildings and has over a century of collective industry experience, so when constructing a client facility, we think like an owner. We provide the same high-quality real estate and development services that we expect to receive ourselves.
- > **Attentive Service:** We are not a one-size-fits-all developer. From land purchases to desing/build services, each of our offerings is built around the unique requirements of your company and the products or services you supply.
- > **Financing Expertise:** We are experts in sourcing financing for land, buildings, construction and long-term debt. Our group of companies works with a multitude of commercial real estate brokers, banks and financiers. Acting as an advocate on your behalf, we have the ability to arrange the most effective financing.



TAM International



ACCREDITO PACKAGING, INC. CAMPUS

World Manufacturing Headquarters



Specifications

Location	12682 Cardinal Meadows Drive, Sugar Land, TX
Size	350,000 sq ft
Site	14.7 acre site

Interesting Facts

- LEED Silver accredited building
- 44,500 sq ft of non-conditioned dock high warehouse that is used for incoming and outgoing products
- 3,000 sq ft Ink Room includes a four-foot-high concrete wall and spill barriers at overhead door and man door around the room to contain the ink inside of there were a spill
- Blowout panels were installed in the exterior tilt-wall panels and blowout relief panels were installed at the roof in the event of an explosion. A special foam sprinkler system was also installed in this area
- Specialty foundations which are 50'W x 96'L x 30"D were installed in the manufacturing area

Overview

- 6,664 sq ft office includes a lab and space for product testing
- 104,268 sq ft of condition manufacturing area that has a sophisticated chilled water system
- The warehouses consist of a load bearing concrete tilt wall and a structural steel main frame
- Mechanical attached roof system over a 3.1" (R-19) poly-iso roof
- 4,000 amps of underground service that supply the entire facility

Need/Problem

- Conditioned manufacturing and distribution facility
- Specialty foundation must be able to bear the weight of heavy machinery
- All equipment runs off of chilled water
- The ink room was highly flammable and required to meet certain codes in order to operate

KDW Solution

- Two (2) 500-ton Trane air cooled chillers for manufacuring production equipment
- Specialty foundations (50'W x 96'L x 30"D in size) for equipment were installed in the manufacturing area
- 3,000 sq ft Ink Room the included a 4-foot-high concrete wall and spill barriers at overhead door and man door around the room to contain the ink inside if there were a spill. Blowout panels were installed in the exterior and blowout relief panels were installed at the roof in case an explosion would occur. A special foam sprinkler system was also installed in this area



AKER SOLUTIONS

North American Manufacturing Facility

Specifications

Location	2201 North Sam Houston Parkway, Houston, TX 77035
Size	30,000 sq ft 2-story Office Space 64,800 sq ft manufacturing warehouse with high-piled storage

Interesting Facts

- The facility was design/built with four (4) 60-ft x 270-ft overhead crane bays
- Overhead cranes are used to set the offshore equipment in to sunken concrete pits for testing. These large control pods are made to sit on the ocean floor and control the flow of gas or oil. Assembly and pressure testing are provided for oil tools and well heads and are located above sea level on offshore rigs
- Aker's principal activities include offshore oil and gas installations and engineering and contracting services to related industries

Overview

- The consolidation of multiple properties created the 14-acre site located on the North Beltway

Need/Problem

- Project started with eight (8) acres and a single-story office attached to the shop and halfway through the project the client discovered they needed more space
- Aker's new facility needed the ability to test large components under water

KDW Solution

- Added six (6) acres to the site and a second floor to the office portion of the building
- Installed test pits that range from 10-ft to 26-ft below finished floor and constructed of concrete soldier piles



BALCONES RESOURCES, INC.

Recycling, Processing and Distribution Campus

Specifications

Location	Austin, TX
Size	112,766 sq ft
Site	10.59 acres

Interesting Facts

- During construction, existing buildings were remodeled using green building principles. Over 3.9 million lbs. of asphalt, 2.6 million lbs. of brick, 81,900 lbs. of metal and 24,000 lbs. of wood were reclaimed or recycled during the project
- Water and energy-efficient fixtures were installed, such as (48) 8.6 kWh solar panels, motion sensing office lighting, skylights and daylight harvesting in the warehouse, uses of prevailing winds for open-air ventilation, and a reflective roof
- Other green principles included electric car charging station, drought resistant native plants, minimal turf and crushed granite landscaping. Examples of green materials were low/no VOC paints, glues and sealants, certified MDF material, local reclaimed lumber, recycled content carpet and locally-sourced construction materials
- Optimal orientation of new buildings decreased direct sunlight

Overview

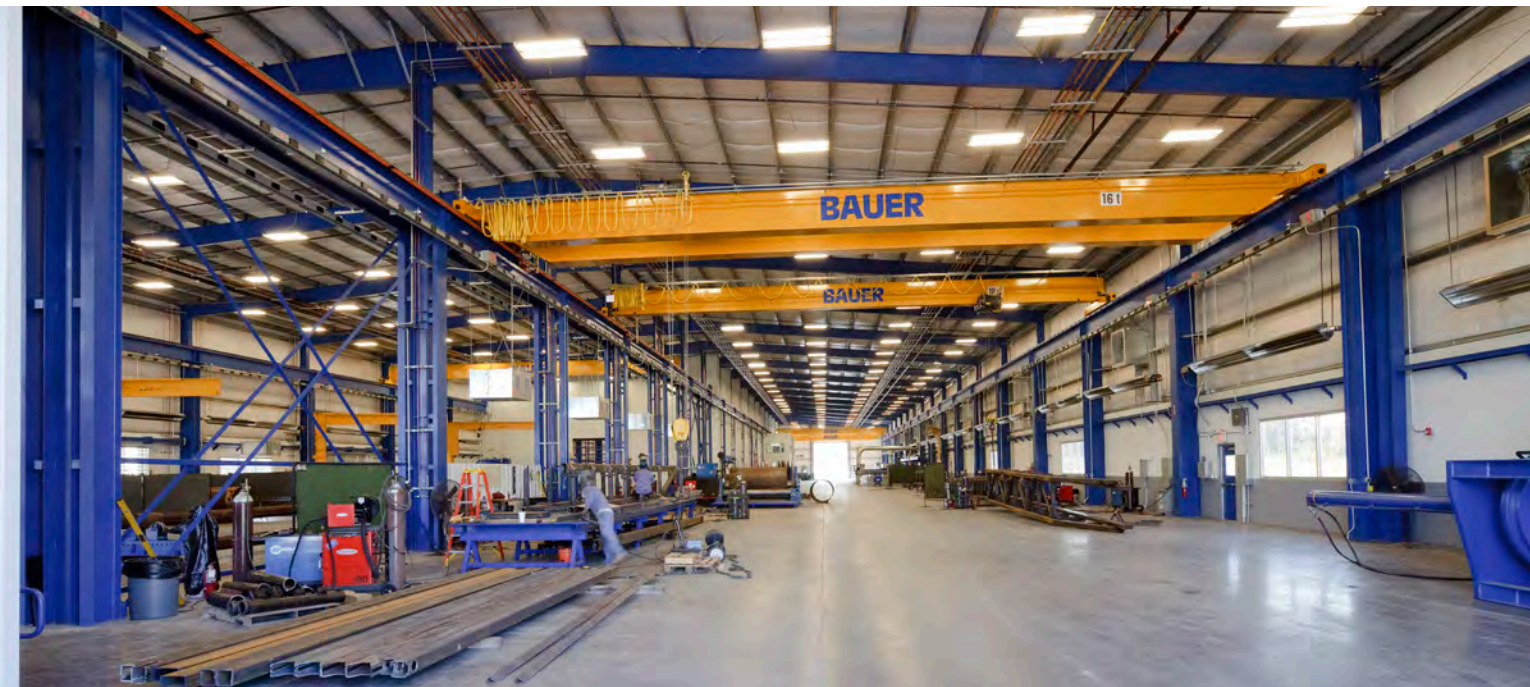
- Balcones Resources is the largest independent recycling company in the Southwest United States
- The new Balcones Resources facility sits on the former Travis County Precinct maintenance facility on Johnny Morris Road
- The new facility consists of four (4) buildings: the processing center for single-stream recycling and document destruction operations, a maintenance building, the Operations Office Building, and the Balcones Resources Corporate Office Building
- The processing building is rail served with a loading dock that will accommodate seven rail cars. This feature gives Balcones the ability to ship their unfinished product via rail in lieu of trucking to cut down on costs and their carbon footprint

Need/Problem

- In April 2011, the City of Austin awarded Balcones Resources, Inc. a 20-year contract to process 60% of the residential curbside recycling material. In addition to this residential stream, Balcones handles a large portion of material from commercial customers throughout the city. The new facility houses state-of-the art recycling machinery and technology and has the capacity to process more than 25 tons of residential and commercial single-stream per hour

KDW Solution

- Given the tight timeline of only one year from time of ground breaking to Balcones Resources being contractually obligated to begin processing city materials, KDW designed and built this facility in 364 days, and delivered the project on time and on budget
- KDW designed and built the building to house the automated sorting equipment, while the equipment was being designed and manufactured in Eugene, Oregon



BAUER MANUFACTURING

North American Headquarters and Manufacturing Facility

Specifications

Location	100 North FM 3083, Conroe, TX 77301
Size	146,000 sq ft
Site	80 acres

Interesting Facts

- Bauer, a 200-year-old German company, never had a presence in North America. KDW helped Bauer make the transition from Germany to North America smooth and simple
- The KDW team travelled to Schrobenhausen, Germany for a tour of Bauer's World Headquarters. For a year, KDW extensively researched geo-thermal energy sources, but both KDW and Bauer agreed that geo-thermal is neither cost nor energy efficient in Texas
- Bauer's current facility in Conroe Business Park is 200,000 sq ft, with plans to add an additional 500,000 sq ft by 2015

Overview

- Bauer is one of the world's largest manufacturers of foundation equipment
- The campus is located in the Conroe Business Park just north of Houston
- The campus sits on 80 acres and was built in phases, the first of which consisted of over 200,000 sq ft
- The KDW team used clean, low-emission materials arranged in modern, forward-thinking ways to reflect Bauer's distinct German culture and heritage
- The facility is not LEED Certified at the request of the client but could pass certification at any time

Need/Problem

- The family-owned German company had never operated outside of Schrobenhausen, Germany. Bauer was actively looking to expand its operations to North America but was undecided on the location because they had little information about how businesses operate in the US

KDW Solution

- KDW was contacted by Sebastian Bauer to make Bauer Manufacturing's move to North America seamless and smooth
- KDW's team located the ideal piece of property in Conroe, TX to solve Bauer's logistical complications
- Bauer's facility has been design/built with future expansion needs in mind
- KDW designed and recreated several pieces of machinery exclusive to Bauer's German operations
- Phase II is scheduled to start at the end of April, 2014



BERTLING LOGISTICS

North American Office / Warehouse / Distribution

Specifications

Location	19054 Kenswick Drive, Houston, TX 77038
Size	52,000 sq ft (12,000 Office / 40,000 Warehouse)
Site	6.7 acres

Overview

- Design/build project
- Substantially complete May 2011
- Pre-engineered metal building structure
- Building rests on large spread footings due to sandy soil

Need/Problem

- Existing office space would not accommodate current staff
- Existing truck well lacked the space required
- More land was needed for larger laydown yard

KDW Solution

- Added 4,000 more SF of office
- Added six (6) additional dock doors
- Added 9" heavy duty paving yard



CHEM ONE

Corporate Warehouse



Specifications

Location	19054 Kenswick Drive, Houston, TX 77038
Size	64,000 sq ft (57,000 Warehouse / 7,000 Office)
Site	2.5 acres

Overview

- First LEED Silver chemical storage facility in Houston
- E2 HVAC controller provides complete control to all HVAC components on multiple systems at one time
- Eight (8) month construction process
- Crushed rock fire lane with signage at perimeter of warehouse
- Complete landscape and irrigation design and installation
- Hidden door entry in to Security and IT Room
- Blobel Barrier System for spill containment interlocked with fire alarm system
- Bulletproof package receiver to pass secure documents from one room to another
- Fireproof access door in tilt-wall to pass documents from office to warehouse workers



COOPER INDUSTRIES TECHNOLOGY CENTER

Office & Technology Center

Specifications

Location	Antoine Business Center, Houston, TX
Size	Phases I, II & III - 35,650 SF Office & Interior Build-Out
Site	N/A

Overview

- Due diligence design and permitting completed in six (6) weeks
- Construction completed in 2.5 months
- Phase I of the project combined three different departments for Cooper: Cross-Hinds, Cross Hinds ICI and MEDC

Need/Problem

- Cooper was looking for a company that could deliver their project on time and within budget while providing high-end finishes, complicated product displays - including a mock power line running inside the building and high-tech theatrical lighting while still maintaining the industrial feel

KDW Solution

- Installed 9-foot ceilings and aluminum doors and sidelights
- The office flooring is a combination of VCT, carpet and ceramic tile
- The entire facility features various types of lighting and light fixtures to create a well lit office environment, showroom, training facility and a place to entertain customers
- The entry way boasts a History of Cooper area with artifacts on display and a wall dedicated to the history of Cooper Industries
- The lighting room has a split ceiling with ceiling tiles in the front to display Cooper's commercial line of light fixtures and bar joists in the back to display their warehouse/industrial line of light fixtures
- A 32-circuit controller was added to all the fixtures
- The auditorium has raised seating and circular tables for presentations, and the room also has 24-foot wide coiling doors that open up to the Vignette
- Phase III of the project consisted of 11,500 SF of display area for all of Cooper's divisions in various industrial applications
- The display is a full size mock-up of a chemical plant that has five areas of themes to display products
- Warehouse/assembly area has diamond hard flooring



DEVON ENERGY

Storage Facility

Specifications

Location	5507 Christoval Road, San Angelo, TX 76904
Size	3,000 sq ft
Site	12.063 acres lay down yard

Interesting Facts

- Pre-Engineered metal building
- Building will be used for storage
- One restroom
- Ridge vents installed into roofing along with exhaust fans and louvers in walls

Overview

- Warehouse is fully enclosed with two 10'x12' over head doors
- 15' canopy on East side of building

Need/Problem

- Needed inside storage for specialty items at their lay down yard

KDW Solution

- Design and Build a warehouse with adequate space to satisfy their needs



FIRST BANK & TRUST OF CONROE

Retail Banking Facility

Specifications

Location	26252 Kuykendahl Road, The Woodlands, TX 77389
Size	4,505 sq ft
Site	1.169 acres

Interesting Facts

- Steel frame and wood stud construction
- Lobby space consists of a 19-foot clerestory with windows on both sides and exposed wood trusses
- Multiple exterior finish materials: stone veneer, HardiSiding, CMU, exposed steel, standing seam roof, built-up Bitumen roofing, 1x6 tongue and groove Southern Yellow Pine, and pavers
- Furnished and installed a 70-KW natural gas backup generator

Overview

- The First Bank and Trust of Conroe retail banking facility located on Kuykendahl Road has great curb appeal and a high level of interior finishes throughout

Need/Problem

- Construct a retail banking facility in the growing Creekside area
- The Creekside area was just beginning to be developed when construction commenced, which led to a few issues with infrastructure availability

KDW Solution

- KDW worked closely with Vanderwal Architects and the Owner to ensure that the facility was constructed to the highest level of quality
- KDW worked closely with The Woodlands Development Company, CenterPoint Energy, Ken Anderson & Associated, Jones & Carter, Inc., Harris-Montgomery County MUD #386, and others to ensure all applicable services were obtained and all guidelines were adhered to



GOYA FOODS

North American Processing Center

Specifications

Location	Brookshire, TX
Size	370,124 sq ft
Site	130 acres

Interesting Facts

- Goya Foods is the largest family-owned Hispanic food company in the United States
- Goya Foods North American Processing Center is Goya Foods most innovative state-of-the-art canning facility
- The Phase 1 cannery is capable of producing almost 1 million cans per day
- The structure consists of a 16,800 sq ft two-story office attached to a 122,840 sq ft warehouse
- The 1,200 sq ft Production Room is conditioned and houses the packing machines
- An 18,000 sq ft freezer/cooler has a 22-ft ceiling with a dry fire protection system

Overview

- KDW was hired to relocate and upgrade existing distribution facility with a larger distribution center accompanied by a cannery of equal size. The new 160,000 sq ft distribution center is now adjoined to a 160,000 sq ft production floor, both also having their own corporate office, suites and staff. In addition to the building itself, KDW is the design/builder for the supporting infrastructure including storm drainage system, road improvements, a waste water treatment plant, a rail spur and raid dock. The facility includes several satellite buildings to house sophisticated water pumps, boiler tanks, outdoor processing and refrigeration equipment.

Need/Problem

- Production facility strategically located in the South Central US to drive Goya's growth in the US and Mexico markets
- Goya needed a larger distribution facility to handle product flow production to their rapidly growing local and national markets
- Goya required access to rail spur, Interstate 10, the Port of Houston via ground transportation, and abundant ground water for washing, soaking and cooking beans
- Site was selected with future expansion of distribution, production, and future product lines in mind
- Goya operated and maintained water and waste water systems
- Energy efficient lighting, natural lighting and daylight harvesting implemented in design
- Goya's site had inactive, privately owned gas pipeline running through center of the site



GREENSTAR RECYCLING

PEMB Building

Specifications

Location	Houston, TX
Size	20,000 sq ft
Site	N/A

Overview

- Canopy for recycling tipping floor

Interesting Facts

- 8-inch slab designed based on a fully loaded dual axel dump truck load of 46,000 pounds



H&E EQUIPMENT SERVICES

Industrial Tilt-Wall Facility

Specifications

Location	1700 South Sam Houston Pkwy. West, Houston, TX 77047
Size	36,000 sq ft
Site	10 acres

Interesting Facts

- The facility was completed in 2004
- Served by a large 20-ton overhead crane
- 2-acre laydown yard

Overview

- The site is comprised of 7,000 SF of office space and 29,600 SF of shop
- 28-foot clear height

Need/Problem

- The client needed an area to clean their large rental construction equipment and cranes and maintain an environmentally friendly discharge

KDW Solution

- KDW designed and constructed an outside covered wash bay and worked with the client to generate an environmentally clean system in tandem with a multi-sectioned 5,000 gallon "weir" system. This "weir" system separates solids from liquids to allow for a clean water drainage system, creates a "zero" effect on the sanitary sewer drainage system, and saves the client considerable money on an ongoing monthly basis



HARRIS CAPROCK

Office Building



KINGHAM DALTON WILSON, LTD.

8-Story Multi-Tenant Building

Specifications

Location	5858 Westheimer Road, Suite #150, Houston, TX 77057
Size	6,214 sq ft

Interesting Facts

- Installed 1,588 SF of poured-in-place terrazzo in the lobby, break room and printing area
- Renovation included the installation of a fire sprinkler system
- Converted office space to design studio space, including a pair of Forma Agile 150 top hung frameless glass doors, centralized collaboration table, and design/pre-construction work area
- Relocated existing HVAC equipment to allow for 10-foot radius ceilings in two locations
- Specialty track lighting and display lighting were added to showcase current and completed projects
- Built-in millwork throughout the space provides abundant working area for staff, designers, engineers, and clients
- The open concept in the center of the space is utilized by designers, engineers, owners, and KDW to deliver design/build projects daily
- The design/construction, including the installation of "barn style" doors, was to minimize the space utilized for private offices

Overview

- 6,214 SF of tenant improvements in an existing 8-story office building
- Office space serves as the headquarters for Kingham Dalton Wilson, Ltd.

Need/Problem

- Functional office space suitable for the design/build process with the ability to demonstrate expertise in delivering high quality single-tenant facilities
- Create a showcase office while being confined by existing conditions/configurations

KDW Solution

- Design/build a first-class office space with an open concept entry, project stations, design studio, standard offices, printing/file area, break room, and storage
- Designed feature areas, selected specialty materials, and optimized the available space to create functional office space with a flare



LIBERTY LIFT

Machine Shop

Specifications

Location	3209 West Industrial Avenue, Midland, TX, 79701
Size	11,198 sq ft
Site	10.02 acres

Interesting Facts

- Building was built on an existing site with 2 existing buildings
- 25 Ton overhead crane
- Machine shop for oil and gas services

Need/Problem

- The client needed to find an existing lay down yard and office space while the new machine shop was constructed

KDW Solution

- KDW assisted in sourcing the land with local real estate brokers and helped Liberty Lift get their operations started in the Permian Basin sooner than expected



MI-SWACO

Engineering Laboratory

Specifications

Location	5950 North Course Drive, Houston, TX
Size	22,400 sq ft
Site	N/A

Overview

- Mud training rooms
- Welding area
- Machine shop area
- Testing area
- Computer laboratory on second floor
- Offices
- Storage rooms
- Two conference rooms
- File room
- Two break rooms
- Bull pen area
- Additional elevator and two flights of stairs



MSI OILFIELD PRODUCTS

North American Manufacturing Headquarters

Specifications

Location	Houston, TX
Size	150,000 sq ft
Site	7 acres

Overview

- The structure consists of a two-story 30,000 sq ft office with 64,000 sq ft of conditioned space and a 56,000 sq ft warehouse

Need/Problem

- Insufficient room for machinery
- Office, production and warehouse were not compatible with one another
- Shipping and receiving was not up to par
- Loading dock was exposed to the elements, causing problems in inclement weather

KDW Solution

- Provided a 64,000 sq ft conditioned warehouse with a state-of-the-art chiller system
- KDW built a 30,000 sq ft office, allowing all departments to work together efficiently under one roof
- KDW built a covered canopy allowing shipping and receiving to maintain production in inclement weather



NAZTEC

Manufacturing Facility

Specifications

Location	Sugar Land, TX
Size	80,000 sq ft
Site	7.3 acres

Interesting Facts

- A chilled water HVAC system is designed for both the office area and the 40,000 SF manufacturing area
- Power is provided by an underground 2,000 amps electrical service
- The manufacturing sector houses an air rotation system, two environmental chambers, a flow solder machine, and is lit with T-5 fluorescent lighting

Overview

- KDW constructed an 80,000 SF design/build manufacturing facility in Sugar Land for Naztec
- The main body of the building is a steel frame wrapped with a tilt-wall skin
- Additional tilt-walls are offset from the structure to create depth and to enhance the entry canopies and awnings
- Shipping and receiving docks are designed with semi-dock and dock high trucks wells
- The two-story office area contains a total of 20,000 SF
- A complete build-out of the first floor includes an atrium entry and reception area, offices, restrooms with showers, and a bull pen
- The second floor is designed for future expansion and has stairwells, elevator, fire sprinkler, and plumbing systems provided

Need/Problem

- The client needed a large facility, with offices and 40,000 SF of manufacturing space all under one roof, and with room for future expansion and growth

KDW Solution

- KDW designed/built an 80,000 SF manufacturing facility, whose second story is designated for expansion and to accommodate future growth but not require an invasive construction endeavor



NEWAY VALVE

Office / Warehouse

Specifications

Location	Stafford, TX
Size	150,000 sq ft
Site	13 acres

Interesting Facts

- Designed and constructed to meet LEED energy saving standards
- The building was constructed with tilt-wall and pre-engineered metal frame
- Two large overhead cranes: a 10-ton crane and a 20-ton crane
- 2-ton jib crane
- Power is provided by 2,000 amps electrical service
- Hydro testing area for valve testing and repair

Overview

- The entire development was designed/built by KDW
- KDW worked with TXDOT and local municipalities to extend the County Road and utilities to the secluded 13-acre site

Need/Problem

- The client wanted a larger “corporate” style office with two separate offices and entrances, needed more storage space, and a larger truck dock for shipping and receiving
- Neway Valve also needed a hydro testing area

KDW Solution

- KDW designed/built a multipurpose fabrication and assembly facility that includes a high-end corporate office space for entertainment and sales with common areas to save money
- The design and construction process was completed in under 12 months - four to six months faster than the typical delivery method



NOBLE CORPORATION

Corporate Office / Training Facility / Warehouse

Specifications

Location	14401 JFK Blvd., Houston, TX 77032
Size	54,260 sq ft
Site	20 acres

Interesting Facts

- 15.5 in double mat structural slab rated at 350 psi throughout and 10.5 in structural slab
- Epoxy floor coating
- Clear-story glass at sidewalls to allow large amount of natural lighting into the shop
- Equipped with a full kitchen designed to be exactly like those found on the offshore drilling rigs
- Full bunk room designed to be exactly like those found on the offshore drilling rigs

Overview

- This facility provides 13 acres of laydown for drilling riser joints with buoyancy modules
- The warehouse is equipped with a 60-ton crane and a 25-ton crane
- The facility can accommodate 22 individuals with 12 bedrooms, complete with showers/vanity/toilets etc.
- The facility has a full galley and dining area that provides three (3) meals a day, 365 days a year

Need/Problem

- Noble Corporation needed a facility where they could store 120K pound blowout preventers stacked 6 ft apart as well as house and train Noble employees on the repair and installation of their equipment

KDW Solution

- Designed a facility that would satisfy Noble's immediate needs as well as be easily expandable to support double the amount of employees in the future

PRECISION POLYMER ENGINEERING

Tilt-Wall Facility / Pre-Engineered Metal Building Frame with Standing Seam Roof

Specifications

Location	Brenham, TX
Size	30,000 sq ft
Site	5 acres

Interesting Facts

- First North American manufacturing center for client
- Fully air conditioned building
- 3,000 amp electrical service
- 3,000 SF Class X clean room
- Several specialty foundations for lean lifts and presses
- Overhead compressed air throughout warehouse
- Overhead water throughout plant
- Bus duct throughout plant
- High build epoxy flooring system that accepts 2,000 psi point loads
- Fully air conditioned manufacturing building by air rotation units
- 5-acre site had 15 feet of fall from east to west, and KDW balanced the site

Overview

- KDW designed/built PPE's first custom manufacturing facility in the United States to manufacture rubber
- Plant is cooled by air rotation units and has several clean rooms, air loops, water loops, and bus bar for equipment

Need/Problem

- Needed a manufacturing plant in Texas and chose Brenham because the countryside reminded them of the United Kingdom
- Needed a corporate office atmosphere mirroring facility in the UK
- Client wanted the capability for future expansion

KDW Solution

- KDW designed/built entire facility in ten (10) months using their turnkey method
- Facility is designed to accept a 15,000 SF future expansion



REED HYCALOG / NOV

World Manufacturing Headquarters

Specifications

Location	Conroe, TX
Size	350,000 sq ft

Interesting Facts

- Reed Hycalog wanted a facility that created an enjoyable environment for their employees
- The client required that the new facility accommodate a full scale drilling rig on site
- This facility is the centralized logistical base for worldwide operations

Overview

- Reed Hycalog is the leading manufacturer and supplier of drill bits and related applications technology
- KDW design/built this facility to include a full service cafeteria, employee fitness center and an on-site jogging trail
- The research facility includes a full scale drilling rig, which is used to duplicate/ simulate actual field conditions for performance testing and quality control
- The facility includes the latest technologies in batch furnaces and manufacturing of synthetic diamonds, utilizing a one-of-a-kind processes and equipment
- The Advanced Material Lab houses highly developed equipment, such as scanning electron microscopes (SEM)



THE RESERVE AT PARK TEN

Office Building

Specifications

Location	The Energy Corridor, Houston, TX
Size	365,200 sq ft
Site	3 acres

Interesting Facts

- The curtain wall materials were not readily available and required a very long lead time, and the construction schedule did not allow the team to wait on the arrival of the materials. KDW's design team selected comparable materials used in unique ways that allowed for the same architectural effect and were readily available for use.

Overview

- 8-story office building with a 6-story concrete parking garage with rainwater collection tank located under ground level of parking garage
- LEED Certified project
- Class A office building
- Developed for future expansion

Need/Problem

- The owners and developers needed to get this building up fast with high-end, eco-friendly finishes and be LEED certified. The owners were very concerned about drainage and water runoff because of the location and lack of space for detention pond

KDW Solution

- Designed/built the office building to owner's requests. 14-month design and construction duration, high-end energy efficient fixtures including volcanic tile and low-e windows, exterior stucco, stone veneer, and aluminum metal panels. KDW designed/built the detention under the parking garage. The building has a large water conservation tank for irrigation and is 100% sprinkled. The building was conditioned with two (2) 234-ton chillers located on the roof, VAV boxes, decorative fixtures, cedar canopy soffits, exterior aluminum canopy, swimming pool wall tile in building entry, subway wall tile stainless steel toilet partitions, 25,000 SF polyiso roof, exterior stone veneer that flows in to the interior, glass handrails on second floor, and four (4) elevators.



SEATEX

Manufacturing Facility / Warehouse



SERVICE RADIO RENTALS

Industrial Tilt-Wall Facility

Specifications

Location	1001 West 8th Street, Deer Park, TX 77536
Size	16,188 sq ft
Site	2.19 acres

Interesting Facts

- Tilt-wall facility is a pre-engineered metal building frame with a standing seam metal roof
- 8,559 SF of office space: 4,582 SF first floor and 3,977 SF second floor mezzanine
- Crane-ready building
- Metal panel end wall will allow this facility to expand in the future
- Warehouse slab designed to carry loads for high rack storage

Overview

- KDW is designing/building a new service, repair and storage facility with 1st and 2nd floor offices
- Storage facility includes fully ventilated area with exhaust fans and leavers

Need/Problem

- Consolidation of multiple facilities
- Consolidate two (2) divisions of the company in to one facility to repair radios and store industrial blinds

KDW Solution

- To design/build a multi-functioning facility that includes a repair area, storage and office area
- Service Radio's new facility has been designed with future expansion needs in mind
- Service Radio's new facility has been designed to add two 10-ton overhead cranes if needed in the future



SETPOINT INTEGRATED SOLUTIONS, INC.

US Operations Headquarters

Specifications

Location	19200 Highland Road, Baton Rouge, LA 70809
Size	112,329 sq ft
Site	10.85 acres

Interesting Facts

- Tilt Wall Facility - Pre-engineered metal building frame with standing seam roof
- Corporate sales offices for DMC Headquarters
- One (1) 10-ton crane served at fabrication and assembly
- Twenty-two (22) JIB cranes
- 2,500 amps electrical service
- Fully air conditioned fabrication shop with air rotation units
- Specialty components in facility: boiler room, pits, paint booth, O2 clean room, and quality control lab

Overview

- KDW is design/building a new service, repair and assembly facility with executive level finishes throughout
- The fabrication shop is fully conditioned and includes air rotation units

Need/Problem

- Consolidation of multiple locations
- High-end corporate offices attached to manufacturing floor

KDW Solution

- To design/build a multi-functioning fabrication and assembly facility that includes high-end corporate office space for entertainment and sales purposes
- Design and construction will be complete in under twelve (12) months - four to six months faster than the typical delivery method
- Setpoint's new facility has been design/built with future expansion needs in mind
- Seamless and worry-free owner move-in and post-occupancy follow-up



SOONER CONTAINER

Warehouse

Specifications

Location	Conroe, TX
Size	65,000 sq ft
Site	15 acre site with on-site detention pond

Interesting Facts

- Tilt-wall Facility with Pre-Engineered Metal Building
- 5,000 SF of Corporate Offices
- 60,000 SF Warehouse with ESFR fire sprinklers
- 13 dock doors for loading and un-loading
- 2,000 SF shipping and receiving office and break-room
- Warehouse is designed to accept 30,000 SF expansion
- Office space has 100% emergency power back up

Overview

- 65,000 SF facility, 5,000 SF of corporate office and 60,000 SF of high pile storage test lab includes three (3) test pits for high pressure gas testing
- Corporate office has high end finishes
- The construction was complete in 180 days
- Corporate signage was cast into tilt-wall panels
- 5 acres of crushed concrete laydown yard for truck parking

Need/Problem

- Client needed high pile storage with ESFR fire system
- Client needed more dock space for shipping and receiving
- Client wanted 100% power back up

KDW Solution

- Designed building so that no fire pump was needed for the ESFR fire system
- Designed and built entire south was for truck dock
- Designed electrical system with 100% back up power from natural gas generator



SPECTRACELL

Office



SULZER PUMPS

30-Foot Deep Pit

Specifications

Location	800 Koomey Road, Brookshire, TX
Size	25'-0" W x 67'-0" L x 30'-0" Deep
Site	Existing Campus

Interesting Facts

- Concrete test pit that holds 350,000 gallons of water
- The excavation of the 30-foot deep hole required proper back slope, which had to be engineered in order to maintain safety for our people to work at the bottom of the pit
- The pit has a 2'-6" thick concrete slab, 2'-3" thick concrete end walls and 3'-6" thick concrete side walls
- At 30'-0" below natural grade at the bottom of the pit we installed a 30'-0" long x 8'-0" diameter pipe in the ground
- This pit is to test the clients' oversized pumps, the largest of which will pump 350,000 gallons of liquid per minute

Overview

- KDW designed/built a 350,000 gallon test pit for the clients' oversized pumps

Need/Problem

- With the hole being as large as it was, and doing the project during the Fall, we encountered quite a bit of rain. This caused erosion of the soil on the slopes, so we installed plastic around the entire pit to eliminate the issue

KDW Solution

- To design/build a large pit for our client in order to test the oversized pumps at their facility instead of shipping them off to be tested. This will save our client time and money and will also allow the Brookshire office to take on more projects with the size of pumps



TADANO AMERICA CORPORATION

Manufacturing Warehouse / Shop / Office / Boom Storage

Specifications

Location	Houston, TX
Size	77,000 sq ft
Site	10 acres

Overview

- Design/build, build-to-suit
- 10-acre site with regional detention located in GSL's West Greens Business Park
- The structure consists of a 12,890 SF concrete tilt-wall office and 16,519 SF PEMB manufacturing warehouse separated by 37,341 SF concrete tilt-wall warehouse and boom storage
- The manufacturing warehouse has a 45-foot wave height and is equipped with two (2) 10-ton overhead cranes that span the 110-foot-wide shops
- The manufacturing warehouse is used for final assembly of Tadano's boom onto the truck itself
- The manufacturing warehouse is equipped with electrical for manufacturing warehouse equipment, including welders, presses, etc.

Need/Problem

- Tadano needed a large custom design/build, heavy load-bearing concrete testing pad capable of withstanding 50 tons of down force and one ton of uplift. Tadano also requested a specialized and state-of-the-art testing facility and certification area for Tadano's assembled equipment

KDW Solution

- KDW designed/built the heavy load-bearing concrete testing pad with customized design to meet Tadano's exact specifications and had KDW's efficient, top-notch design and construction quality. The testing pad also has a "Special Tadano Designed" anchor for safe testing and certification needs



TAM INTERNATIONAL

Global Manufacturing Headquarters



Specifications

Location	Houston, TX
Size	126,000 sq ft Manufacturing Facility 17,000 sq ft Office Space
Site	26 acres

Overview

- Global Manufacturing Headquarters for TAM International
- Building envelope design consists of tilt-wall construction incorporated with curtain walls and architectural panels
- Class A interior finish out for office building
- Approximately 109,000 sq ft of air conditioned manufacturing space utilizing chill water with air rotation units

Need/Problem

- LEED Silver accreditation for a manufacturing facility

KDW Solution

- Incorporated energy recovery unit lessening the power demand on the manufacturing area conditioned space
- Bio-swell storm water design feature which naturally removes sediment from storm water run-off
- Paving and roof structure are designed to reduce the "Heat Island Affect"
- Utilize regional materials for building design and construction



TAM MANKIND

Single Story Office Building

Specifications

Location	6950 West 43rd Street, Houston, TX 77092
Size	12,391 sq ft
Site	2 acres

Interesting Facts

- LEED Silver project
- Added a control system to the existing HVAC equipment to increase energy efficiency
- Completely renovated the restrooms and kitchen
- Furnished and installed a 60-KW natural gas backup generator
- Removed failing exterior stone veneer and replaced with new stone cladding
- Converted existing office space in to a fully functional mail room, including mail slots, supply storage, and work area

Overview

- Interior renovation of an existing men's support facility in to a first class office and training facility for TAM International's growing sales staff

Need/Problem

- TAM International required a facility to house their sales staff, conduct training and provide a location to display their products to current and prospective clients
- The building being renovated contained a few features that the client wanted to preserve but lacked a few key components they felt were critical for their intended use

KDW Solution

- KDW worked closely with Browne McGregor Architects, Inc. and TAM International to convert the space in to the high-end sales facility that had been designed
- The construction team worked carefully during the process to preserve those features that TAM International was interested in keeping, including but not limited to the following: stained concrete floors, interior specialty doors, lobby fireplace, and the vaulted ceiling in the training room



TENARIS DOPELESS

Pipe Handling and Coating Facility

Specifications

Location	Houston, TX
Size	77,000 sq ft
Site	10 acres

Interesting Facts

- This line is a mirror image of the Dopeless Line at Tenaris Tamsa Facility in Veracruz, Mexico
- Crane served building
- Underground paint exhaust systems
- Underground trench system for utility feeds to equipment throughout
- Lightning protection throughout

Overview

- Addition of manufacturing line at existing campus
- Accelerated delivery schedule to meet owner's production schedule

Need/Problem

- Tenaris needed to add on to the existing manufacturing building while maintaining its existing operations
- Tenaris wanted one contractor that could handle design, construction of site work and building, and install owner-furnished pipe handling equipment

KDW Solution

- Provided turnkey design/build services to add the 18,000 SF building on to the existing manufacturing facility while it stayed in operation through constant coordination with owner
- Installed owner-furnished pipe handling equipment and piping
- Provided trouble shooting and quality control services throughout the process to improve the precision of this line



VAM® USA

Manufacturing Facility

Specifications

Location	Houston, TX
Size	96,740 sq ft
Site	13.97 acres

Interesting Facts

- The shop is served with a 120-foot span overhead crane and 3,900 SF of I-beams
- 2,840 lbs of grated concrete trenches and isolated structural foundations for heavy equipment
- Separate facilities are provided for air compressor systems, welding, metal sharings storage and chemical storage

Overview

- 86,000 SF industrial pipe threading manufacturing facility
- 5,000 SF office with reception area, conference room, IT room and mens' and womens' locker rooms
- 3,000 SF conditioned maintenance shop
- 5,000 SF warehouse for pallet rack storage



WIKA INSTRUMENT, L.P.

Manufacturing Facility

Specifications

Location	221 Beltway Green Boulevard, Deer Park, TX 77503
Size	80,000 sq ft
Site	13 acres

Interesting Facts

- WIKA, a German-based company, provides for their client's custom temperature and pressure measurement needs
- The facility is designed with expansion capabilities throughout. Above the first floor office, a second floor shell has been provided. Also the Manufacturing section is designed for expansions in both the East and South directions for an addition 100,000 sf of Shop
- This instrumentation and pressure gauge assembly factory is fully conditioned and crane ready with a back-up generator, buss-duct, air and water drops and floor drains throughout

Overview

- The project design started with a list of the client's specifications, but some acquisitions quickly changed everything. After designing from the inside out, a larger site and building footprint was incorporated

Need/Problem

- A larger and more efficient facility would enable WIKA to accommodate the rapid growth business

KDW Solution

- Initially, the thought was to have the capability to double production. The design process created a well thought out single campus for multiple companies and their future growth
- KDW utilized a tiltwall design for the permanent exterior walls, with metal walls for future expansions to be done in phases

Recent Regional
Relocation Projects
That Required
Existing Buildings Only

Year	Month	Company	Jobs	Investment	SF	State	Co_Description	City1
2013	03	Abracon	40	Unknown	20,000	CA	Electronic component mfg.	Spicewood
2013	07	Radiation Detection Company	50	Unknown	15,000	CA	Radiation detection equipment mfg. (Hdq.)	Georgetown
2013	11	Thermasol	60	\$3,500,000	35,000	CA	Steam bath equipment mfg. (Hdq.)	Round Rock
2014	01	Tomkins Tomcar	10	Unknown	15,000	TX	Utility vehicle distribution	Dripping Springs
2014	06	Wetzel Engineering	48	Unknown	5,600	KS	Engineering services for wind energy, aviation & industrial applications (Hdq.)	Pflugerville
2014	07	Primal Products	13	Unknown	10,000	FL	Organic beauty product mfg. (Hdq.)	Pflugerville
2014	08	Kelly's Kids	30	Unknown	5,400	MS	Children's clothing design & sales (Hdq.)	Dripping Springs
2014	09	Firefly Space Systems	200	\$7,500,000	20,000	CA	Satellite launch vehicle engineering/R&D (Hdq.)	Cedar Park
2014	09	Voltabox of Texas	50	\$6,000,000	23,000	Grn	Lithium-ion battery mfg for public transit & industrial applications (Hdq.)	Cedar Park



City Council Meeting February 12, 2015 Agenda Item Transmittal

Agenda Item #: 13
Agenda Title: Receive quarterly report from the Taylor Chamber of Commerce.

Council Action to be taken: Accept report as presented

Initiating Organization: Taylor Chamber of Commerce

Staff Contact: Stacy Stork, Interim President

1. INTRODUCTION/PURPOSE

The purpose of this agenda item is present to the City Council a Report of Activities and Budget for the Chamber of Commerce.

2. DESCRIPTION/ JUSTIFICATION

Section 3.3 of the Agreement between the City of Taylor and the Taylor Chamber of Commerce states in part, "The Chamber of Commerce shall prepare written reports for submission to the City Council on a quarterly basis, during the months of January, April, July, and October". The attached report is meant to fulfill this requirement.

3. FINANCIAL/BUDGET

N/A

4. TIMELINE CONSIDERATIONS

The last report was presented to Council on August 28, 2014 and was for the period of April-June, 2014. There was no report submitted in the third quarter and this report will cover July-December, 2014.

5. RECOMMENDATION

Receive report and ask questions of Ms. Stork as needed.

6. REFERENCE FILES

13a. [Report](#)

Taylor Chamber of Commerce – Report to Taylor City Council

Presented Thur February 12, 2015 - Report from July. thru December., 2014

Agenda items:

1. Deposits and Expenditures

a. Report for July – December 2014		
Beginning Balance July 1, 2014		\$13,527
Hotel / Motel Funds Received		23,919
23% - Advertising		
2013 Festivals of Central Texas brochure	2,475	
2013 Taylor Daily Press	1,400	
Branding	500	
Other	<u>2,260</u>	6,135
8% Web Site Support		2,200
9% Promoting local events/businesses / Other		2,415
30% - "HOT" Funds Awards		
Friends of the Moody Museum	2,800	
Taylor Artists Guild	550	
Project LOOP	500	
Taylor Rodeo Assoc. – Rodeo and Tractor Pull	3,000	
Taylor Chamber – Inter. BBQ Cook off & 4 th	<u>1,000</u>	7,850
2 % - membership fees in organizations		550
27% - Tourism Office		<u>7,176</u>
Total Expenditures		26,318
Ending Cash Balance		\$11,118

2. Additional Taylor Chamber reports & information

- a. Participating in –
 - i. 2015 Festivals of Central Texas brochure/website
 - ii. 2015 Texas BBQ Trail brochure/website
 - iii. 2014 Taylor Daily Press FYI ad
 - iv. Austin Relocation Guide ad
- b. Ongoing –
 - i. Facebook page, web site & Constant Contact Friday newsletter

Questions or comments

- Council questions or comments?

Stacy Stork
President – Taylor Chamber of Commerce
1519 N. Main St.
Taylor, TX 76574
512.352.6364



City Council Meeting February 12, 2015 Agenda Item Transmittal

Agenda Item #: 14
Agenda Title: Consider expanding the Animal Shelter Building.
Council Action to be taken: Approve Purchase of Building with Donated Funds
Initiating Department: Police Department/Animal Control
Staff Contact: Henry Fluck, Chief of Police

1. INTRODUCTION/PURPOSE

The Taylor Animal Shelter is in need of a building that contains an office to meet with the residents regarding animal reclaim, animal surrender, animal adoption, animal rescue or meeting with the shelter volunteers. In addition, the Taylor Animal Shelter is in need of an indoor restroom that is ADA compliant with running water for staff, volunteers, and residents. Currently the City expends \$900.00 per year to rent a portable restroom.

2. DESCRIPTION/ JUSTIFICATION

The Taylor Animal Control Department is requesting to purchase a new 14' x 28' Gable Building from Discount Trees of Brenham. This new 392 square foot building would have a large office and an ADA complaint indoor restroom with running water.

3. FINANCIAL/BUDGET

The purchase price of this building that includes delivery, set-up, and several options is \$11,614. The current balance for Animal Shelter Donated Funds is \$12,250. Additional expenses are required to finish the interior of the building that are projected to be \$3,530.00. We would look to our existing Animal Control Budget and Existing and Future donations to fund the interior finish. There would be a savings of \$900.00 per year for portable restroom rental fees.

4. TIMELINE CONSIDERATIONS

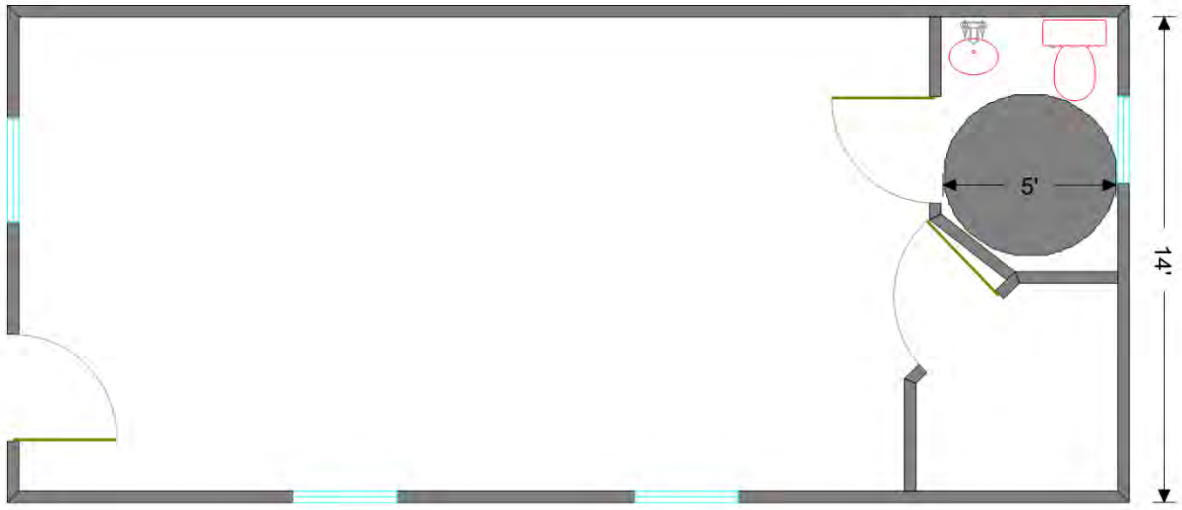
From the date of being notified of approval to purchase, Discount Trees of Brenham would require six weeks to construct and deliver the building.

5. RECOMMENDATION

Approve the request to purchase the building for the Animal Shelter from donated funds.

6. REFERENCE FILES

- 14a. [Price Quote, Interior Finishing Costs, Diagram, Photo.](#)
- 14b. [Presentation](#)



Commander Ramsey,

Here's the current bid reflecting the changes we discussed.

14' x 28' Gable = \$10,580 and includes delivery, set-up, and the following options:

- Vapor Barrier
- ADA 1/2 bath (Includes sink/vanity/mirror/GFI receptacle, toilet, grab bars, interior stain-grade door, light)
- Vaulted Ceiling (rafters on 2' centers)
- Studs on 16" centers
- R-19 Floor Insulation
- (3) 36"x36" insulated low-emissivity windows
- (1) 18"x36" insulated low-e window
- Solid core 36"x80" ext. door
- Plumbing rough-in for future sink
- R-19 Ceiling Insulation = \$588
- R-13 Wall Insulation = \$446

Total Cost of structure: \$11,614.00

Please let me know if there's anything else I can do for you.

Thanks,

William Amelang
Nursery Manager
[Discount Trees of Brenham](#)
10050 Brenham, TX 77833
(979) 836.7225

"Every creature is better alive than dead, men and moose and pine trees, and he who understands it aright will rather preserve its life than destroy it."

- Henry David Thoreau

["Like" us on Facebook!](#)

NEW ANIMAL CONTROL BUILDING

Heating and Air Unit	\$1,600.00
Double Sink	\$99.00
Laminate Counter Top	\$69.00
Sink Base Cabinet	\$177.00
Faucet	\$46.71
Drain Pipe material	\$60.00
Tankless Water Heater	\$179.00
Circuit breaker Box	\$60.00
Cerro Wire 100 ft	\$61.00
Wall outlet 15 amp	\$19.00
Wall outlet 15 amp	\$8.00
Light switch 15 amp	\$15.00
Light Switch covers	\$10.00
Electrical Boxes	\$30.00
Electric switch boxes	\$10.00
Electric Ceiling Box	\$11.00
Sheetrock 3/8"	\$325.00
Sheetrock Joint Compound	\$13.67
Drywall tape	\$9.98
Sheetrock screws	\$43.94
Laminate flooring	\$344.00
Corner molding 3/4	\$109.78
Premium Tile adhesive	\$26.54
Interior Paint	\$80.00

FINISHING interior **\$3,529.62**

NEW BUILDING COST **\$11,614.00** PURCHASED FROM DISCOUNT TREES OF BRENHAM

Building size is a 14' x 28'
392 square feet

Once the building is approved for purchase it will be six weeks before it is delivered

All of these figures are based on installation being done by city personnel or volunteers

**If the city approves \$5000.00 dollars to complete the job, the project will come in under that amount.
We will strive to obtain the best prices to complete the task, however that amount would provide
some room to work.**

Animal Shelter New Building

- Need for Office and Indoor Restroom that is ADA Compliant.
- Purchase with Donated Funds
- Proposed 14' X 28' Gable Building (392 sq. ft.)
- Includes Delivery, Set-up, Ceiling and Wall Insulation
- Cost of Structure: \$11,614
- Current Balance of Donate Funds: \$12,250

Animal Shelter New Building

- Additional expenses are required to finish the interior of the building.
- Projected Costs: \$3,530.00.
- Funding- existing Animal Control Budget and Existing and Future Donated Funds.
- There would be a savings of \$900.00 per year for portable restroom rental fees.







City Council Meeting February 12, 2015 Agenda Item Transmittal

Agenda Item #: 15

Agenda Title: Consider approving solar power project by the BLADE program for Bull Branch Park Pavilion

Council Action to be taken: Approve, table or deny

Initiating Department: Parks and Recreation

Staff Contact: Mike DeVito

1. INTRODUCTION/PURPOSE

The BLADE program is a group of students from Taylor High School and Early Legacy, involved in projects that promote the use of alternative energy sources. BLADE has developed a project to install solar powered lighting at the pavilion in Bull Branch Park. Bull Branch Park was chosen due to students who use the area early in the mornings to run, walk the trails, who noticed the area was dark and in need of lighting.

2. DESCRIPTION/ JUSTIFICATION

The BLADE club has developed a detailed plan for the installation of the solar panels, which is attached. The solar panels will be attached to the roof of the pavilion, and charge batteries that will be affixed to the rafters underneath the pavilion. These batteries will power a small security light that will remain on at dark, as well as multiple l.e.d. lights that will light the pavilion with a switch timer. The system will be installed so that it can run off the current AC power already installed if the solar source runs low.

ACM Services, a licensed local electrical contractor, will be assisting with the installation of all the electrical components to ensure compliance with state and local codes. The project will be inspected and all applicable permits will be filed to ensure compliance.

Once completed, this lighting can be used by park patrons utilizing the pavilion. It is especially beneficial at this juncture since we have begun charging and taking reservations for the pavilion, and there will now be light available at night. A timer will be in place so that the lights will only operate during park curfew hours (before 11pm on weekdays and 12am on weekends). The security light will remain on through the night.

3. FINANCIAL/BUDGET

The BLADE club has raised all the money necessary for the purchase of materials. All labor will be donated by the electrical contractor. Additionally, the BLADE Club will provide a 4 year warranty on the installation. After which, the city will assume responsibility for maintaining the solar units. A nominal yearly cost of \$150-\$250 per year will be necessary should the battery units need replacement.

4. TIMELINE CONSIDERATIONS

BLADE would like to begin installation of the panels in March, with a project completion date sometime in May of 2015.

5. RECOMMENDATION

Staff recommends approval of the project. The Parks and Recreation Advisory Board also recommended approval of the project at a special meeting Held on January 28th, 2015.

6. REFERENCE FILES

15a. [Project proposal](#)

Community Service Project

Solar-Powered Lighting

The Taylor High School BLADE club will bring solar-powered lighting to the picnic table pavilion in Bull Branch Park in Taylor.

The students are excited at the opportunity to provide something that the public can enjoy.

The project will be student-designed and built and paid for by donations from local businesses.

~ Picnic Table Pavilion
in Bull Branch Park,
Taylor ~



Project Cost:
\$3,100

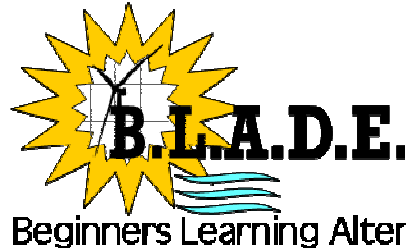
Funding:
**100%
donations**

Completion:
May 2015

Will provide
**~7,000
lumens** at
night.



About



Beginners Learning Alternative Designs for Energy



BLADE is an after-school club at Taylor High School. The club teaches students concepts in renewable engineering through fun, hands-on projects.

Previous projects include:

1. **BLADE VAN**, a mobile renewable power station,
2. **Movies in the Park** powered by renewable energy, and
3. Winning grants to have a **renewable system** installed at the high school.



Taylor High School / Legacy BLADE Club
Proposal to Install Solar-Powered Lighting
at the Picnic Table Pavilion in Bull Branch Park
Taylor High School / Legacy B.L.A.D.E. Club. THS.BLADE@gmail.com

Proposal:

The Taylor High School / Legacy BLADE club wishes to undertake a project to install solar-powered lighting at the picnic table pavilion in Bull Branch Park in 2015. The purpose of this project is to teach students real-life engineering / construction skills, demonstrate the benefits of small-scale solar, and provide community service.

The club will fund the project through donations and fundraisers and will maintain and warranty the project for a minimum of 4 years. The project will be constructed utilizing high-quality materials and is expected to last many years and require little maintenance.

Electrical components will be installed according to National Electric Code and good industry practice, and will be overseen by ACM Electrical Contractors and also club mentor John Jarmon, who is a Master Electrician. Design work is performed by club mentor Jonathan Rose, who is a licensed Professional Engineer in the State of Texas. All components are UL / ETL listed. All components will be protected against weather and against tampering by the public. Components are almost entirely low-voltage 24 VDC and will be completely de-energized during work.

Construction components will be rugged, durable, weather-resistant, and installed according to good industry practice. Pressure-treated lumber, galvanized bolts, and synthetic materials will be utilized. Mounting structures for the batteries and lights will be over-engineered so capable of supporting many times more weight than necessary.

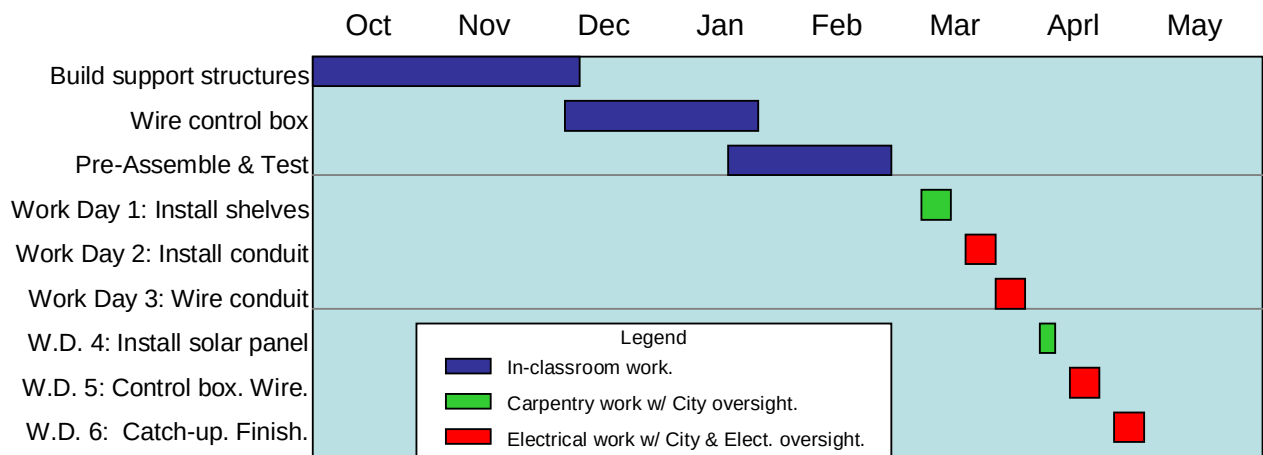
All work will be performed to satisfaction of City inspector.

All work performed by students will be performed under direct supervision, with permission of students' parents, and with blessing of Taylor High School and Legacy High School administration. Most work will occur on the underside of the pavilion structure. Students will not be allowed on top of the roof of the pavilion.



Schedule:

1. __Done_____: BLADE club perform detailed design & budget.
2. __Done_____: Fundraise.
3. __Jan & Feb 2015_(in progress)__: Purchase and test materials.
4. __March – May 2015_____: Install.
5. __May 2015_____: Complete.
6. __May 2015_____: Prepare maintenance pamphlet.



Most prep work performed in a classroom. On-site work does not start until March 2015.



BLADE Solar Pavilion

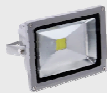
Solar Panels

Two 27 volt, 215 watt panels wired in series.

Controls

Charge-controller, timer, fuses, and backup AC power supply in weather-proof boxes mounted on plywood.

Security Lights



Small lights remain on all night.

Main Lights



Three high-quality LED streetlights. ~10,000 lumens total.

Batteries



Two deep-cycle marine maintenance free secured by chain & lock. Requires replacement every 2-3 yrs.

Main Disconnect



Accessible breakers also serve as over-current protection for battery and solar panel.

Dual Power



Should batteries or solar fail, System can be switched to run off utility power.

Light Switch

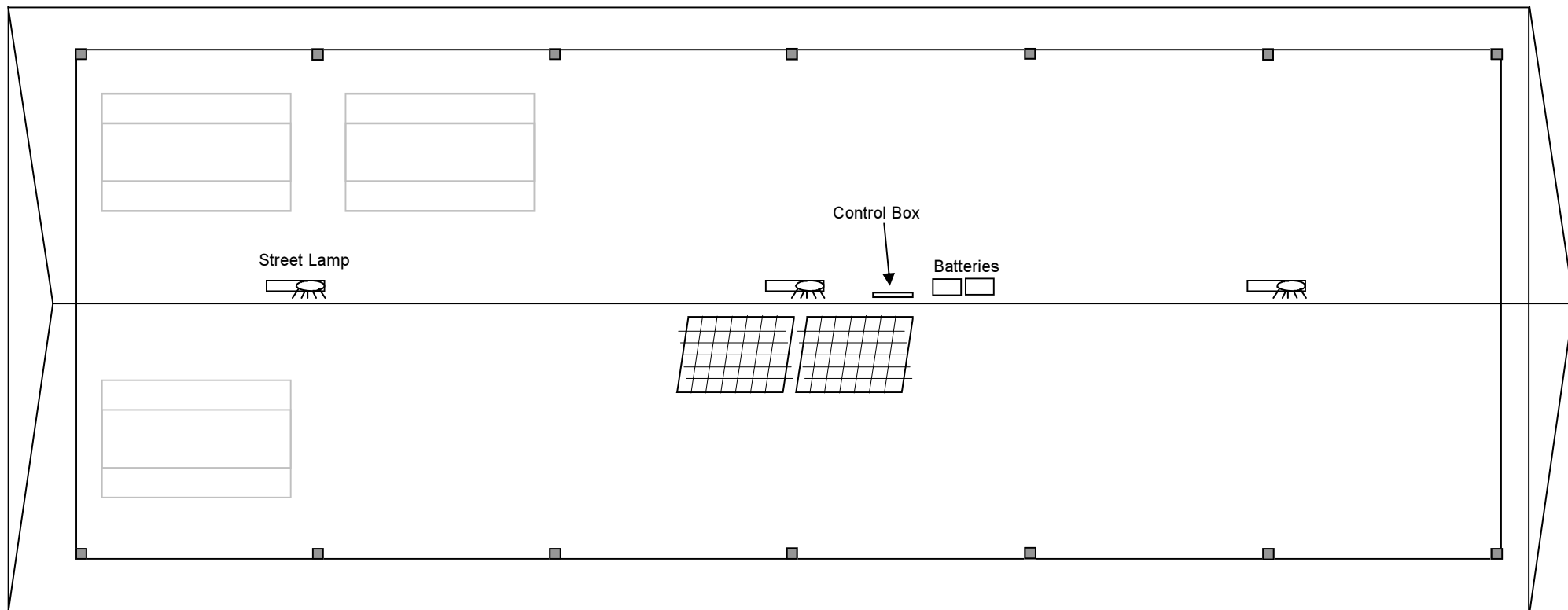


Rugged push-button. Hit start and main lights come on for 30 minutes. Smaller security lights remain on most/all night.

Ground Jumper



Solar ground tied to AC ground at outlet. NEC does not require separate grounding rod for PV solar system.

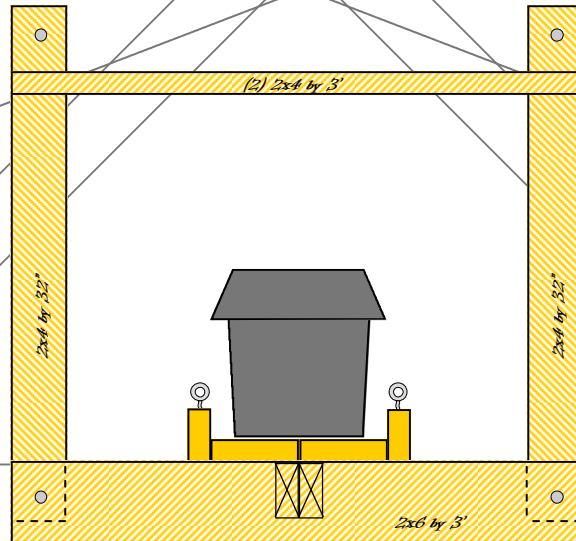


Fishing Pond →

North
↑

1 cm = 2.5 feet

Pavilion Battery Shelf



BATTERY SHELVES

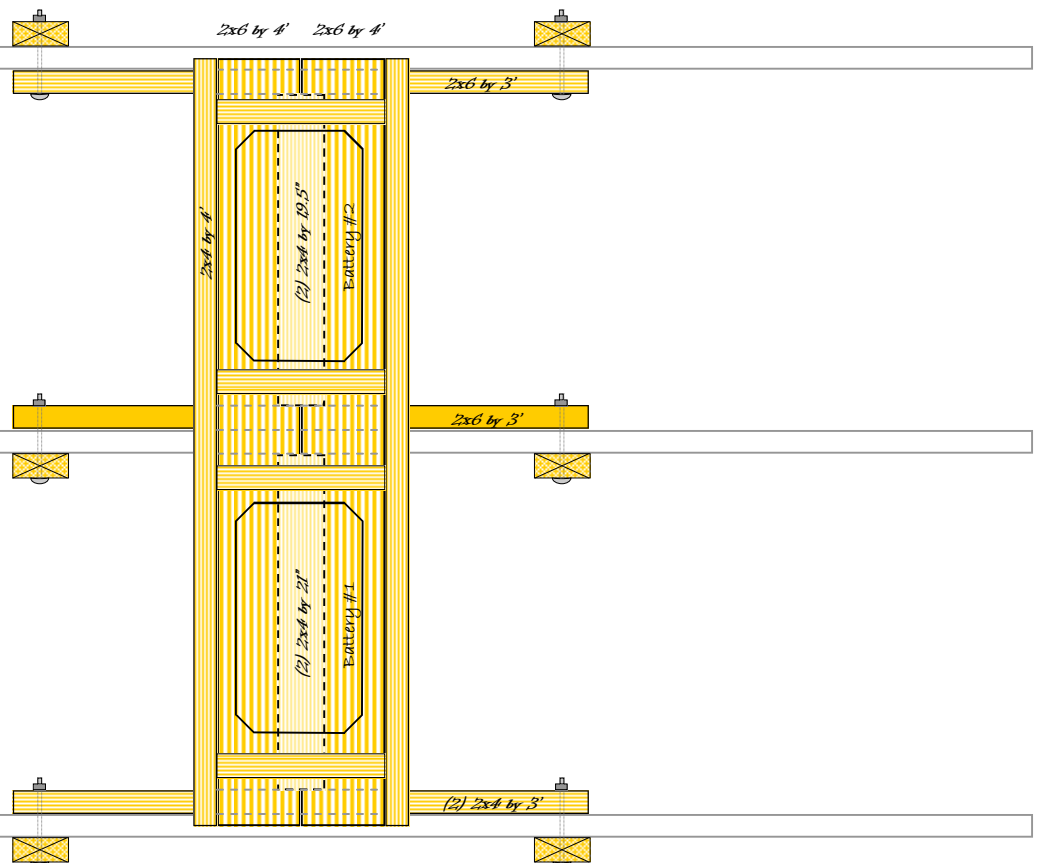
"Measure twice, cut once."

Day 1: 12/9/2014

- (1) 2x4x8 cut in half (4 feet)
- (1) 2x6x8 cut in half (4 feet)
- (1) 2x4x8 cut into:
 - (2) 2x4x21"
 - (2) 2x4x19.5"
- Trim Wood (e.g. 2x1) cut:
 - (4) 2x1x11"

Another Day (check):

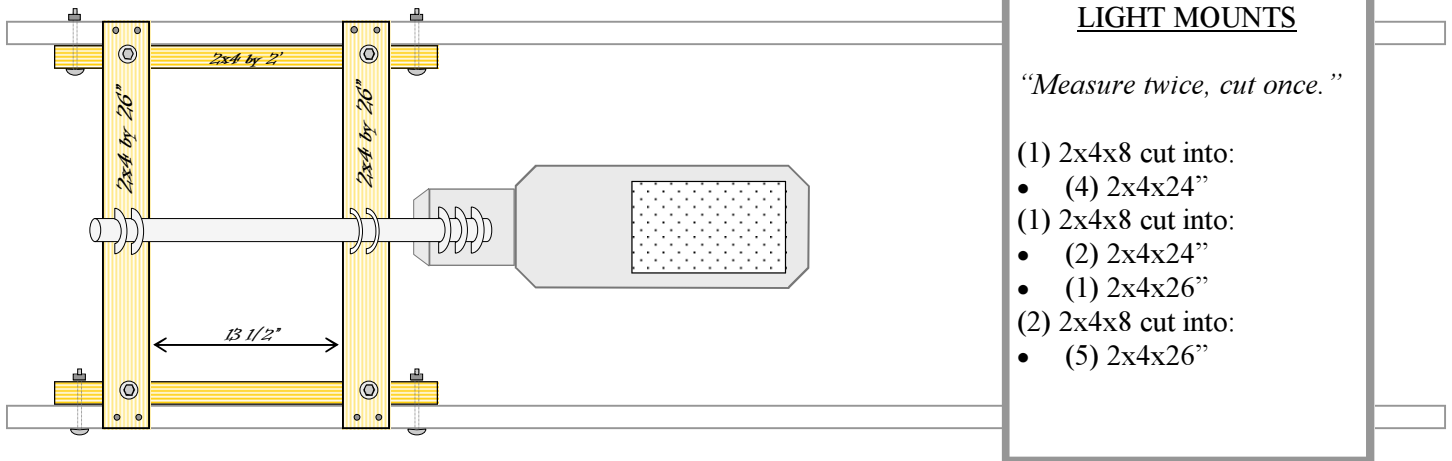
- (1) 2x6x6 cut in half (3 feet)
- (2) 2x4x8 cut in thirds (32")
- (2) 2x4x6 cut in half (3 feet)



Galvanized bolts will be used at critical load-bearing locations. Wood screws and nails used elsewhere.

1 inch = 1 foot

Pavilion Light Mounts



Specifications

1. Lighting:
 - a. Security: 1,200 lumens, on all night.
 - b. Switched: Very bright 3,600 lumens. Batteries can run approx. 4 hours per night.
2. Operation:
 - a. Security lights automatically come on at dusk.
 - b. Switched lighting operated by a push-button switch. Will automatically turn off after set time.
3. Power Supply:
 - a. Primary: Solar power.
 - b. Backup: Utility power. (Only needed if panels or batteries fail.)
4. Batteries: Two standard 90 AH Deep Cycle Marine AGM 70 lbs.
5. Solar Panels: Two 215 watt panels 40 lbs. Panels will last lifetime of pavilion.
6. Periodic Maintenance: Batteries will require replacement every 2-3 years. BLADE will cover first replacement. No other maintenance anticipated.
7. Warranty: 3 years, provided by the BLADE club.

CONDUCTOR SUMMARY

Application	Conductor	Over-current Protection	NEC
PV source circuits on roof – panel to junction box (no conduit; free-air)	14 AWG 90°C wire Type PV or USE-2	15 A	690, 300
PV output circuits on roof – conduit from junction box	10 AWG 90°C wire type PV, USE-2, XHHW-2, RHW-2, THW-2, THWN-2	15 A	690, 300
PV circuits in attic	14 AWG 75°C wire type THHN, THW, RHW, XHHW, RH	15 A	300
Battery connection	8 AWG finely-stranded USE, RHW, THW	30 A	480, 300
Lighting circuits and ties within control box	14 AWG 75°C wire type THHN, THW, RHW, XHHW, RH	15 A	210.6, 300, 411
Ground	14 AWG if GFPI, else 10 AWG THHN	-	690.45
Relay controls	18 AWG multi-conductor type CL_	2 A (max 7A allowed)	725.23 Class 2
Instrumentation (meters, etc)	18 AWG jacketed multi-conductor	1 A (max 7A allowed)	725.23 Class 2 (also 727)

OVERCURRENT PROTECTION

Fuse / Breaker	Application	Quantity & Ratings	Ratings
Midnite DC Breakers	PV and battery over-current; also function as system disconnects	(1) 15A, (1) 30A	150vdc, 10,000 ic UL listed.
“Midget” 13/32” x 1-5/16” DC-Rated Fuses	Lighting, utility-connected charger and backup power supply (dc-side)	(1) 10 A, (2) 7A	600vdc, 10,000 ic UL listed.
GBB or ABC 1/4”x1” DC-Rated Fuses	Control & Instrumentation protection	(5) 2A, (5) 1A	600vdc, 10,000 ic UL listed.

All overcurrent devices are UL listed for DC current.



***City Council Meeting
February 12, 2015
Agenda Item Transmittal***

Agenda Item #: 16

Agenda Title: Consider approving revised Boards and Commissions Handbook.

Council Action to be taken: Review and approve as presented.

Initiating Department: City Clerk

Staff Contact: Susan Brock, City Clerk

1. INTRODUCTION/PURPOSE

The current Handbook for Boards and Commissions was last updated in 2013. Having reviewed the content it appears to need some clarification on specific items and additional information regarding the application process.

2. DESCRIPTION/ JUSTIFICATION

Changes have been highlighted in red for your review.

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

Review and approve as presented.

6. REFERENCE FILES

16a. [Handbook with](#) changes highlighted.



BOARDS AND COMMISSIONS HANDBOOK

Revised 2015



Welcome!

On behalf of the City Council I would like to thank you for your willingness to serve the City as an appointed member of a board or commission. Your commitment of time and talent is a very important contribution to our community.

The work performed by citizens who serve on as volunteers on these boards and commissions is a vital part of our city government. Board and commission members assist the City Council in setting public policy, implementing public policy and in communicating that policy to the community as a whole.

In recognition of the important civic commitment members of boards and commissions have made, this orientation handbook has been prepared to assist new members in performing their duties.

It is our hope that your service to the City of Taylor will be both rewarding and fulfilling. Again, thank you for your willingness to serve.

Mayor
Taylor City Council

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APPENDIX

<u>APPENDIX</u>	<u>TITLE</u>	<u>PAGE</u>
A	Application for City Boards and Commissions	A-1
B	Oath of Office	B-1
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CHAPTER 1: DEFINITIONS AND LEGAL LIABILITY

1.1 Boards and Commissions Defined

The work performed by citizens serving on boards and commissions is a vital part of the work of the city of Taylor government. Taylor has two types of boards and commissions: ADVISORY and DECISION-MAKING. Additionally, there are boards whose membership is appointed by the City Council but are separate entities. Appendix A provides a general description of each type of board and commission.

1.2 Definitions of Terms

AGENDA is required of a meeting of a city governmental body. An agenda stating the date, hour, place, and subject of each meeting must be posted at City Hall for at least seventy-two (72) hours preceding the scheduled time of the meeting. Only those matters posted on the agenda can be discussed and acted on by the governmental body.

BOARD means a board or commission:

- which is established by city ordinance, city charter, interlocal contract, or state law;
- which serves as the board of a non-profit development corporation that acts as an instrumentality of the city; and
- any part of whose membership is appointed by the City Council, but does not include a board or commission which is the governing body of a separate political subdivision of the state.

CITY COUNCIL means the legislative and governing body of the City of Taylor consisting of five members the Mayor, Mayor Pro Tem and three council members who are elected by the citizens of Taylor for three year terms. Both the Mayor and Mayor Pro Tem are elected by the council members themselves and these terms are for one year.

CITY means the City of Taylor, Texas.

DELIBERATION means a verbal exchange during a meeting between a quorum of a governmental body, or between a quorum of a governmental body and another person, concerning an issue within the jurisdiction of the governmental body or any public business.

MEETING means a deliberation between a quorum of a governmental body, or between a quorum of a governmental body and another person, during which public business or public policy over which the governmental body has supervision or control is discussed or considered or during which the governmental body takes formal action. A social or informal event where council members attend is not considered a meeting.

MINUTES of every called meeting are required to be prepared, approved, and signed by the Chairman and attested to by the Secretary. The minutes become part of the City's permanent records.

OFFICER means the legislative and governing body of the city of Taylor consisting of the five council members including the Mayor and Mayor Pro Tem and three council members elected by the citizens of Taylor.

PUBLIC OFFICIAL means any person who is appointed to a board or commission by the City Council.

1.3 Advisory Boards and Commissions

Advisory boards and commissions advise the City Council on public policy and play a very important role in city government by providing the Council with creative ideas, feedback from the community, and by serving as a sounding board for proposed public policy. It is important to remember that the role of advisory boards is not to set public policy but to advise the City Council.

ADVISORY BOARDS AND COMMISSIONS

Name	Members	Term (Yrs.)
Airport Board	7	3
Animal Control and Shelter Advisory Board	5	
CPIC	13	3
Library Board	7	3
Main Street Advisory Board	11	3
Moody Museum Board	11	3
Parks & Recreation	11+1 student	3
Tree Advisory Board	7	3

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1.4 Decision-making Boards and Commissions

Decision-making boards and commissions are “quasi-judicial” and are governed by state law. Decision-making boards set or enforce public policy and are potentially subject to review by the courts.

Members serving on decision-making boards should take an oath of office and are subject to the Texas Open Meetings Act and the Texas Public Information Act.

DECISION-MAKING BOARDS AND COMMISSIONS

Name	Members	Term (Yrs.)
Building & Standards Commission	5	2
Planning & Zoning Commission	9	3
Zoning Board of Adjustments	5	2

1.5 Separate Legal Entities

There are two boards serving the City of Taylor that are separate entities, corporations, or political bodies, even though the City Council may appoint the members to these boards. They are usually established under the provisions of a state statute which sets forth the functions, duties, responsibilities, and limitations of the corporation or political body.

The boards that are separate entities from the City of Taylor, but whose members are appointed by the City Council or the Mayor are:

SEPARATE LEGAL ENTITIES

Name	Members	Term (Yrs.)
Taylor Economic Development Corp.	5	3
Taylor Housing Authority	5	2
<u>Civil Service Commission</u>	<u>35</u>	<u>32</u>

The members appointed to these boards oversee the operation of an organization as a Board of Directors would a corporation. The City of Taylor has no authority over the members except for their appointment and budget review; and, therefore, the city has no liability for their actions. Board members will find that the organization to which they have been appointed will provide much of the information needed. The state statute establishing the organization, the articles of incorporation and the bylaws of the organization will provide a great deal of information.

1.6 Legal Liability

It is important to understand that the actions of members of the various city boards can subject the city to liability and subject the board members to personal liability. Therefore, board members are strongly encouraged to consult with the city attorney anytime they feel their actions, while serving on such board, may have some legal consequences. The law in this area is quite complex and requires a thorough analysis of the law and facts pertaining to each particular situation.

As a general rule, quasi-judicial public officials cannot be held personally liable for erroneous acts while honestly exercising the judicial or quasi-judicial functions of their office. The board members who render decisions are considered quasi-judicial public officials. The problem with stating such a

general rule as a proposition of law is that there will always be exceptions to the general rule. For example, if a court finds that a quasi-judicial public official performs certain functions in excess of his/her authority and such functions were not performed under a good faith assumption that the officer had the authority to act, then the public official will subject himself/herself to personal civil liability. If a person is damaged by the excessive acts of a quasi-judicial public official, then that public official will have to pay damages to the person harmed. The aggrieved person can also seek other remedies such as an injunction compelling the public official to perform or refrain from performing a particular act.

Officers of the city can also subject themselves, as well as the city, to liability if they perform their functions in a manner that denies an individual any right that is secured to that individual by the constitution or a statute. An example of how this type of liability could arise is if an officer illegally discriminates against an individual. A city and its officers, as a governmental entity, must treat all individuals or groups equally. Therefore, officers of the city should treat all individuals and groups in the same manner. If an officer illegally discriminates against an individual or group, that individual or group can seek monetary damages from the city and the individual officer for a violation of his rights under the state and federal civil rights statutes.

When members of boards are acting in good faith and within the bounds allowed by the city ordinances and procedures and the state and federal law, the city will provide a defense for such members to the greatest extent permissible. However, if a board or commission member violates a criminal law while serving in his/her official capacity, the city generally will not provide that member a defense. The reason for this is that if a criminal law was violated, the board member was probably acting outside the bounds of his authority.

The above discussion is by no means intended to be a comprehensive and complete discussion of legal liabilities to which the city or the board member may be subjected. You are reminded that the city attorney is available to the city boards and should be consulted on such questions.

CHAPTER 2: APPOINTMENT PROCESS

2.1 How Public Officials are Appointed

The City Council (and/or Mayor) is responsible for appointments to all of Taylor's boards. Citizens interested in being appointed are urged to obtain an application form (see Appendix A) from the city clerk's office at city hall or on the City's Web page: www.taylor.tx.gov. Applications must be received at least 72 hours prior to the council meeting scheduled with the appointment on the agenda.

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2.2 Notice of Appointment

The city clerk will notify the City Council prior to the expiration of board terms. Appointments will be placed on a City Council agenda for Council action. After the City Council appoints a person to serve as a member of a board, the city clerk will notify the appointee, in writing of the appointment and furnish new members with a copy of this Boards and Commissions Handbook.

2.3 Eligibility and Qualifications

The City Council strives to appoint the most qualified citizens to serve on boards. Appointments, in most cases, will be made from applications on file with the city clerk. The qualifications required to serve on a particular board are determined by Taylor City ordinance. Many of the boards do not have specific eligibility requirements beyond voting residency, leaving the membership qualifications to the

discretion of the City Council. City of Taylor voting residency requirements do not apply to the Moody Museum Board, Library Board, Main Street Advisory Board, Airport Board, or the Taylor Economic Development Commission (April, 2005).

Appointments to boards having eligibility requirements must be made in accordance with the governing city ordinance. Board members must continue to meet the eligibility requirements during the entire time they serve on the board.

2.4 Oath of Office

An oath of office (Appendix B) will be administered to all members of decision-making boards. The oath of office can be administered by the city clerk or a notary public for the state of Texas. The necessary forms are available in the city clerk's office.

CHAPTER 3: RESPONSIBILITIES OF PUBLIC OFFICIALS

3.0 Open Government Training

Effective January 1, 2006, elected and appointed officials are required by state law to receive training in Texas open government laws. The Office of the Attorney General offers free video training courses to attend in person, by DVD or online by visiting their website at http://www.oag.state.tx.us/opinopen/og_training.shtml. You may check with the City Clerk for additional options. All newly appointed municipal board members must complete the Open Meetings portion of the training within ninety (90) days of their appointment. The Certificate of Completion must be kept on file with the City Clerk for five (5) years.

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3.1 Texas Open Meetings Act

The Texas Open Meetings Act is codified in the Texas Government Code section 551.001. This article generally requires that meetings of a governmental body be open to the public and enumerates some exceptions to the requirement. The Act also requires that the public be given notice of the time, place, and subject matter of meetings of governmental bodies. The Texas Open Meetings Act prohibits the use of secret ballots in meetings of governmental bodies.

3.1.1 Closed Meetings

The Taylor City Council, the Taylor Economic Development Corporation and the Taylor Housing Authority are the only city boards authorized under law to conduct closed meetings.

The Texas Open Meetings Act does allow for closed meetings on a few limited subjects. Closed meetings are only allowed for discussion of items that include pending litigation, certain personnel matters, receiving a gift or donation, to discuss deployment or implementation of security personnel or devices, and the lease or acquisition of real estate.

Before a closed meeting can be held, notice of the meeting identifying the sections of the Texas Open Meetings Act authorizing the closed meeting must be posted 72-hours in advance of the meeting. A quorum of the governmental body must convene in an open meeting and the presiding officer publicly announces that a closed meeting will be held and identifies the sections of the Texas Open Meetings Act authorizing the closed meeting. No final action, decision, or vote can be made in a closed meeting. All final actions, decisions and votes must be made in an open meeting.

Further, the governmental body is required to keep a certified agenda of the matters discussed in the closed meeting and a record of any further action taken. The presiding officer must include an announcement at the beginning and end of the closed meeting indicating the time and place that the meeting started and ended, and must certify by his/her signature that the agenda is a true and correct record of the proceedings. It is a misdemeanor offense for any individual to make public such certified agenda unless directed by a court order. The certified agenda must be preserved in a safe and secure place for a minimum of two (2) years. The city clerk or city attorney are available to answer questions pertaining to agendas, minutes, or any other questions that may arise regarding the Texas Open Meetings Act.

3.1.2 Penalties

A fine of not less than \$100.00 nor more than \$500.00 or imprisonment in the county jail for not less than one (1) month nor more than six (6) months, or both fine and imprisonment, can be imposed for violating the provisions of the Texas Open Meetings Act or conspiring to circumvent the provisions of the Texas Open Meetings Act by meeting in numbers less than a quorum for the purposes of secret deliberations.

3.2 Robert's Rules of Order

Meetings are generally conducted under standard parliamentary rules as outlined in Robert's Rules of Order.

3.3 Agendas

City boards and commissions are expected to abide by the Texas Open Meetings Act and their agendas are properly posted on the city hall bulletin board at least seventy-two (72) hours preceding the scheduled time of the meeting. Only those matters posted on an agenda can be discussed and acted upon by the governmental body.

At the time of posting, copies of the agenda must be given to all members of the boards or commissions pertaining to the meeting being posted. If non-members attend the meeting, they should also be provided with an agenda. The agenda should be prepared (under the direction of the board chairman) by the board secretary, who is usually the ex-officio department head or staff person to the board.

Generally, the order of business on the agenda is: declaring a quorum, the reading, correcting and passing of the minutes from the last meeting, specific information listed for each agenda item to inform the public of the item being discussed. A general listing such as "Committee Reports" is not allowed. Items to be discussed must be specific.

3.4 Role of the Chairman

The role of the board chairman is to provide leadership to the group. He/She has certain duties and responsibilities which must be performed:

1. insure that the meeting is conducted in accordance with established rules; and
2. maintain order and bring the group to a conclusion on the matters before it.

3.5 Quorum

A quorum is the minimum number of members needed to officially conduct business. The quorum is generally established by the ordinance, resolution, or other document which establishes the board. Where no statement on the quorum number exists the quorum is the majority of the members. If no quorum exists, the meeting should be canceled and rescheduled.

3.6 Public Hearings

Public hearings are open forums that allow the public an opportunity to express their opinion on a specific issue related to the City of Taylor. Public hearings are generally conducted in the following manner:

1. The chairman of the board formally opens the public hearing.
2. After hearing all citizens who wish to comment on the issue, the chairman formally closes the public hearing.
3. Members of the board may ask questions directed to the citizen speaking during the public hearing. After the public hearing is closed, members of the public may speak **ONLY** in answer to a question directed to them by a member of the board.
4. If a public hearing draws a large number of interested citizens, a time limit for individual speakers may be set by the chairman before the public hearing opens, typically 3 or 4 minutes.
5. The chairman may use his/her judgment about how strictly this format is followed.

3.7 Minutes

Minutes of a decision-making board are required to be prepared, approved, signed and retained permanently in a safe and secure place. The minutes of decision-making boards **MUST** be signed by the chairman and attested to by the secretary or other member of the board once the minutes are approved by a majority of the members in a called meeting. The minutes become a part of the city's permanent records.

3.8 Texas Public Information Act

The Texas Public Information Act (formerly known as Texas Open Records Act) is codified in the Texas Government Code section 552.001. It declares the basis for the policy of open government expressed in the Public Information Act. It finds that basis in "the American constitutional form of representative government" and "the principle that government is the servant and not the master of the people." The Texas Public Information Act applies to virtually all local and state governmental bodies, private entities that are supported by or that expend public funds and/or information held by private entities in the constructive possession of governmental bodies.

All information held by a governmental body must be released unless the information falls within one of the acts specifying exceptions to disclosure. Virtually all information in the physical possession of a governmental body is subject to the act.

A written request for information that is received from a citizen by a public official under the Texas Public Information Act, should immediately file the written request with the City Clerk. The City Clerk will forward the open records request to the City Attorney for review. Upon direction from the City Attorney, the City Clerk will either produce the requested public information or forward a letter to the requestor stating the reasons why the information cannot be produced.

If the City Clerk cannot produce public information for inspection or duplication within ten (10) business days after the date the information is requested, the City Clerk is required to “certify that fact in writing to the requestor and set a date and hour within a reasonable time when the information will be available for inspection or duplication” and, if necessary, request an opinion from the Attorney General.

3.8.1 Penalties

A fine of not less than twenty-five (\$25.00) dollars or more than four thousand (\$4,000) dollars or confinement in the county jail for not less than three (3) days or more than three (3) months, or both fine and confinement, can be imposed for violating the provisions of the Texas Public Information Act.

3.9 Meeting Attendance

A public official that has a scheduled regular monthly or semi-monthly meeting shall be expected to maintain a suitable attendance record. It is important to keep in mind that your attendance is very important to the board you are serving on and that the City Council appointed you for your expertise. Because your attendance is important, the City Council has adopted the following attendance policy:

1. If a member is absent from more than twenty-five (25%) percent of the duly called meetings in any period of twelve (12) consecutive months or absent from more than two duly called meetings in any period of twelve consecutive months, whichever is greater, for any reason, other than a medical reason or a reason acceptable to the Chairman of that Board, which prevents the public officials’ attendance, the member shall be disqualified and automatically removed from serving as a board member.

The term “duly called meetings” includes all meetings of the board and all meetings of subcommittees of the board on which the public official serves. The secretary of the board is responsible for maintaining records of the public officials’ meeting attendance. The board secretary shall provide the City Council, through the City Clerk’s office, with a quarterly attendance record, as well as copies of the minutes from each meeting held within that quarter.

3.9.1 Voting by Proxy

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Proxy voting is automatically prohibited in organizations that have adopted Robert’s Rules of Order or The Standard Code of Parliamentary Procedure.

3.10 City Staff Support

Each public official is encouraged to communicate openly with the city management staff. Suggestions, opportunities and constructive criticism are necessary for a proper relationship with management. However, each public official is strongly encouraged to communicate with the appropriate department head assigned to that board. Contact with operational type people or individuals below the department head level is discouraged. The community development director working with the planning and zoning members and the library director working with the library board, are examples of appropriate relationships.

3.11 Reports to the City Council

The City Council is highly dependent on each board member to make recommendations and offer possible solutions to city projects and opportunities. All members are encouraged to communicate the

position of the total or majority of the group. Such communication or recommendations should be in a formal or written form from the entire board. Of course, each public official may from time-to-time want to visit informally with a member of the City Council. This one-on-one informal communication is necessary, but, to protect the integrity of the organization, the complete City Council should be addressed in terms of the majority of the members of the board.

CHAPTER 4. CODE OF ETHICS

4.1 Ordinance No. 99-17

The City Council adopted a Code of Ethics (Ordinance No. 99-17) for council members and all members of boards and commissions appointed by the City Council.

A copy is included in Appendix C.



City of Taylor

Boards and Committee Application

PLEASE TYPE OR PRINT CLEARLY:

Name _____
Address (Residence and Mailing) _____ _____
How long at this residence? _____
Phone (Home) _____
Cell Phone _____
Fax _____
Email _____

Occupation _____
Employer _____
Address _____ _____
Work Phone _____
Business owner? ☐ Yes ☐ No
Additional information? _____ _____ _____

List the Board or Commission you are applying for. A person may not be appointed by the City Council to serve on more than one board or commission simultaneously. (Does not apply to the Comprehensive Plan Implementation Committee.) If more than one, please list in order of priority for which you wish to be considered.) : _____

Please consider attending a committee meeting of interest to you prior to submitting your application. Check the website at <http://www.taylortx.gov> for a complete roster of committee appointees.

List experience, training, skills or interests which you believe you could bring to this position. (Attach resume or additional pages if needed.)

APPLICANTS FOR ZONING BOARD OF ADJUSTMENTS, PLANNING AND ZONING, BUILDING AND STANDARDS COMMISSION, AND PARKS AND RECREATION BOARD MUST BE A LEGAL RESIDENT OF THE UNITED STATES AND A VOTING RESIDENT WHO LIVES AND RESIDES* IN THE CITY OF TAYLOR. (*Effective 12/16/08. Residency requirement does not apply to the Moody Museum Board, Library Board, Main Street Advisory Board, Airport Board, or the TEDC. Change in residency status during term can result in termination of appointment.)

I hereby swear and affirm that the information provided above is true and correct

Signature _____ Date _____

DESCRIPTION OF BOARDS AND COMMISSIONS

Airport Board meets the fourth Tuesday at 5:30 pm each month; makes recommendations about the municipal airport operations and ensure that the airport meets the needs of the City and the air industry.

Animal Control Appeals Board and Shelter Advisory Committee meets quarterly and consists of a licensed veterinarian, a county or city official, a representative from an animal welfare organization, and an animal control shelter staff person.

Building & Standards Commission meets as needed to provide final interpretations concerning alleged violations of ordinances by upholding or overturning decisions made by building officials. Members must be knowledgeable with the building, plumbing, mechanical, electrical and fire codes adopted by the city.

Civil Service Commission is a three member board appointed by the City Manager to adopt rules regarding hiring and promotional processes, the disciplinary process, maintenance of personnel files, and other subjects as defined by Civil Service Law.

Comprehensive Plan Implementation Committee has thirteen members appointed by Council to review the implementation status (Chapter 11) of the Taylor Comprehensive Plan twice a year.

Library Advisory Board meets the third Tuesday each month at 6pm and makes recommendations to the City Council regarding library operations and to help ensure that the Library meets the needs of the City.

Main Street Advisory Board meets the third Wednesday each month to carry out an annual action plan for implementation of a downtown revitalization program focused on: design/historic preservation, promotion, organization/management, and economic restructuring/development.

Moody Museum Advisory Board meets on the third Tuesday at 5:30 pm every other month and makes recommendations regarding the operation of the Moody Museum.

Parks and Recreation meets the third Wednesday at 6 pm; makes recommendations to Council regarding sports and recreational programs, and facilities and helps ensure that present and future needs are met.

Planning & Zoning Commission meets the second Tuesday at 6 pm; makes decisions regarding platting or replatting of land within the corporate and ETJ limits of the City and makes recommendations to Council regarding regulations of land use, location of buildings and/or businesses, in respect to their environments.

Taylor Economic Development Corporation (TEDC) meets at 4:30 pm once a month (usually the third Wednesday) and promotes, assists, and enhances economic development activities for the City.

Taylor Housing Authority meets on Tuesday afternoon and establishes policy and reviews operations of subsidized housing in Taylor. ~~One member must be a Housing Authority resident.~~

Tree Advisory Committee meets quarterly ~~on Tuesday at 6 pm~~ to discuss beautification of the city through the planting and maintenance of trees and assist staff with the annual Arbor Day event.

Zoning Board of Adjustments meets on the first Tuesday of the month at 6 pm (or as needed) to hear and decide special exceptions to the zoning ordinance and rules on appeals. This board is autonomous.

Applications are public information. Incumbents whose terms expire are automatically considered for reappointment unless they indicate non-interest. Applications are kept on file for two (2) years from date of application.

Please complete and return to: **City Clerk, City of Taylor, 400 Porter St., Taylor, Texas 76574; (512) 352-3676 or (Fax) (512) 352-8255 or email Susan.brock@taylortx.gov**

Appendix B

OATH OF OFFICE

I, _____, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment, as a reward to secure my appointment or confirmation thereof, and that I will faithfully execute the duties of the office of _____, of the City of Taylor, of the state of Texas, and will to the best of my ability, preserve, protect and defend the constitution and laws of the United States and of this State, So Help Me God.

Affiant's Signature

SWORN TO and subscribed before me by affiant on this the _____ day of _____, 20____.

Notary Public Signature

Appendix C

ORDINANCE NO. 99-17

AN ORDINANCE OF THE CITY COMMISSION OF
THE CITY OF TAYLOR, TEXAS, ESTABLISHING
A CODE OF ETHICS; PROVIDING A
SEVERABILITY CLAUSE; PROVIDING A SAVINGS
CLAUSE; AND PROVIDING A PENALTY CLAUSE.

WHEREAS, the City Commission shall faithfully discharge all duties imposed upon it by the City Charter and the Constitution and laws of the State of Texas, independently and impartially deciding all matters brought before it with responsibility to the citizens of the City of Taylor, Texas; and

WHEREAS, the City Commission is the governing body for the City of Taylor, Texas, and must bear responsibility for the integrity of governance; and

WHEREAS, the City Commission shall govern the City with a commitment to preserving the values and integrity of representative local government and democracy; and

WHEREAS, the City Commission will seek to improve the quality and image of public service; and

WHEREAS, the City Commission will commit to improving the quality of life for the individual and the community by being dedicated to the faithful stewardship of the public trust.

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

Section 1.

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

Section 2. DEFINITIONS

For the purposes of this Ordinance:

1. "Benefit" means anything reasonably regarded as economic gain or economic advantage, including benefit

to any other person in whose welfare the beneficiary is interested, but does not include a contribution to expenditure made and reported in accordance with law.

2. "Board" means a board, commission, or committee:
 - A. which is established by City ordinance, charter, interlocal contract, or state law, or
 - B. which serves as the board of a nonprofit development corporation that acts as an instrumentality of the City; and
 - C. any part of whose membership is appointed by the City Commission, but does not include a board, commission, or committee which is the governing body of a separate political subdivision of the state.
3. "Employee" means a person employed and paid a salary by the City whether under civil service or not, including those individuals on a part-time basis, but does not include an independent contractor or City Commissioner.
4. "Negotiating concerning prospective employment" means a discussion between a City officer or employee and another employer concerning the possibility of the City officer or employee considering or accepting employment with the employer, in which discussion the City officer or employee responds in a positive way.
5. "Officer" means a member of the City Commission and any member of a board who is appointed by the City Commission. "Officer" does not include a member of a board:
 - A. that functions only in an advisory or study capacity and which does not have the power to make findings as to the rights of specific parties; or
 - B. of a nonprofit development corporation that acts as an instrumentality of the City.

Section 3. POLICY

(a) It is hereby declared to be the policy of the City that the proper operation of democratic government requires that:

1. public officials and employees be independent, impartial and responsible only to the people of the City;

2. governmental decisions and policy be made using the proper procedures of the governmental structure;
3. no officer or employee have any financial interest, direct or indirect, or engage in any business, transaction or professional activity or incur any obligation of any nature which is in conflict with the proper discharge of his duties in the public interest;
4. public office not be used for personal gain; and
5. the City Commission at all times be maintained as a nonpartisan body.

(b) To implement this Ordinance, the City Commission has determined that it is advisable to enact this Code of Ethics for all officials and employees, whether elected or appointed, paid or unpaid, advisory or administrative, to serve not only as a guide for official conduct of the City's public servants, but also as a basis for discipline for those who refuse to abide by its terms.

(c) Notwithstanding any other provision of this Ordinance, a member of the board of directors of a reinvestment zone established under the Tax Increment Financing Act, as amended, may:

1. own property within that reinvestment zone; and
2. participate in discussions and voting on matters before the board of directors that may directly or indirectly affect the member's property within the reinvestment zone.

SECTION 4. STANDARDS OF CONDUCT

- (a) An officer or employee of the City shall not:
1. Accept or solicit a benefit that might reasonable tend to influence the officer or employee in the discharge of his official duties.
 2. Use his official position to secure special privilege or exemptions for himself or others.
 3. Grant any special consideration, treatment or advantage to a person or organization beyond that which is available to every other person or organization. This shall not prohibit the

granting of fringe benefits to City employees a part of their contract of employment or as an added incentive to the securing or retaining of employees.

4. Disclose information that could adversely affect the property of affairs of the City, or directly or indirectly, use any information understood to be confidential which was gained by reason of his official position or employment for his own personal gain or benefit or for the private interest of others.
5. Transact any business on behalf of the City in his official capacity with any business entity with which he is an officer, agent or member or in which he has a financial interest. In the event that such a circumstance should arise, then he shall make known his interest, and:
 - A. in the case of an officer, leave the room during debate or hearing, refrain from discussing the matter at any time with the members of the body of which he is a member or any other body which will consider the matter and abstain from voting on the matter; or
 - B. in the case of an employee, turn the matter over to his superior for reassignment, state the reasons for doing so and have nothing further to do with the matter involved.
6. Personally provide services for compensation, directly or indirectly, to a person or organization who is requesting an approval, investigation, or determination from the body or department of which the officer or employee is a member. This restriction does not apply to outside employment of an officer if the employment is the officer's primary source of income.
7. Accept other employment or engage in outside activities incompatible with the full and proper discharge of his duties and responsibilities with the City, or which might impair his independent judgment in the performance of his public duty.
8. Personally participate in a decision, approval, disapproval, recommendation, investigation, or rendering of advice in a proceeding, application, request for ruling or determination, contract, claim, or other matter under the jurisdiction of the City, if the officer or employee is

negotiating or has an arrangement concerning prospective employment with a person or organization which has a financial interest in the matter, and, in the case of an employee, it has been determined by the City Manager that a conflict of interest exists. If an officer or employee begins negotiation or enters an arrangement concerning prospective employment with a person or organization that has a financial interest in a matter in which the officer or employee has been participating, the officer or employee shall:

- A. in the case of an employee, immediately notify the official responsible for appointment to his position of the nature of the negotiation or arrangement and, if the City Manager determines that a conflict of interest exists, follow the instructions of the City Manager with regard to further involvement in the matter; or
 - B. in the case of a board member, immediately notify the board of which he is a member the nature of the negotiation or arrangement and:
 - i. refrain from discussing the matter at any time with other board members or members of the City Commission if the City Commission will also consider the matter;
 - ii. leave the room during debate hearing on the matter; and
 - iii. abstain from voting on the matter; or
 - C. in the case of a member of the City Commission, file an affidavit with the City Clerk regarding the nature of the negotiation or arrangement and:
 - i. refrain from discussing the matter at any time with other Commissioners or members of a board that will consider the matter;
 - ii. leave the room during debate or hearing on the matter; and
 - iii. abstain from voting on the matter.
9. Receive any fee or compensation for his services as an officer or employee of the City from any

source other than the City, except as may be otherwise provided by law. This shall not prohibit his performing the same or other services for a public or private organization that he performs for the City if there is no conflict with his City duties and responsibilities.

10. (a) In the case of a member of the City Commission or an employee, personally represent, or appear in behalf of, the private interest of others:

- i. before the City Commission or any City board or department;
- ii. in any proceeding involving the City; or
- iii. in any litigation to which the City is a party.

(b) In the case of a board member, personally represent or appear in behalf of, the private interests of others:

- i. before the board of which he is a member;
- ii. before the City Commission.
- iii. before a board which has appellate jurisdiction over the board of which he is a member; or
- iv. in litigation or a claim to which the City or an employee of the City is a party if the interests of the person being represented are adverse to the City or an employee of the City and the subject of the litigation or claim involves the board on which the board member is serving or the department providing support services to that board.

11. Use the prestige of his position with the City in behalf of any political party.

12. Knowingly perform or refuse to perform any act in order to deliberately thwart the execution of the City ordinances, rules or regulations or the achievement of official City programs.

13. Use City supplies, equipment or facilities for any purpose other than the conduct of official City business.

14. Engage in any dishonest or criminal act or any other conduct prejudicial to the government of the City or that reflects discredit upon the government of the City.

(b) The restrictions in this Section do not apply to business associates of officers or employees, but only personally to the officers and employees themselves.

(c) The restrictions and requirements of Subsection (a)(5) of this Section do not apply to an officer or employee of the City serving as a member of any board, commission, or other entity when transacting business on behalf of the City in an official capacity with that board, commission, or entity, if the officer or employee:

1. was appointed by the Chairman, City Commission, or City Manager to represent the City on the board, commission, or entity; and
2. has no financial interest in the board, commission, or entity or in the business being transacted.

SECTION 5. FINANCIAL INTERESTS

Any officer, whether elected or appointed, who has a financial interest in any matter that is pending before, or that might be considered by, the body of which the officer is a member shall:

1. disclose such interest to the other members of the body;
2. refrain from discussing the matter at any time with any other member of the body of which the officer is a member or with a member of any other body that might consider the matter;
3. leave the room during debate or hearing; and
4. refrain from voting on the matter.

SECTION 6. POLITICAL ACTIVITIES OF OFFICERS

(a) In elections other than for City Commission of the City, a member of the City Commission may not:

1. use the prestige of the member's position with the City on behalf of a candidate;
2. solicit or receive contributions; or
3. serve as the designated campaign treasurer for a candidate as required by Chapter 14, Texas Election Code.

(b) In any election, a member of a City board, commission, or committee, whether governmental or advisory, may not:

1. use the prestige of the member's position with the City on behalf of a candidate;
2. serve as the designated campaign treasurer for a candidate as required by Chapter 14, Texas Election Code.
3. personally solicit or receive contributions for a candidate. A member, however, is not prohibited from serving on a steering committee to plan a program of solicitation and listing the member's name without reference to the office held when the committee as a whole is listed.

(c) Subsections (a)(1) and (b)(1) do not prohibit a member of the City Commission or of a board from lending the member's name in support of a candidate so long as the office held with the City is not mentioned in connection with the endorsement.

SECTION 7. ADDITIONAL EMPLOYMENT

An employee of the City may accept employment from a public utility corporation enjoying the grant of a franchise, privilege, or easement from the City if:

1. the employee is to perform the duties of a security guard for the public utility corporation;
2. the employment is approved by the employee's department head; and
3. the employment does not conflict with his duties as an employee of the City.

SECTION 8. RESTRICTIONS ON CONTRACTING WITH THE CITY OR PROVIDING REPRESENTATION OF OTHERS

(a) An officer or employee in a position that involves significant reporting, decision-making, advisory, or supervisory responsibility who leaves the service or employment of the City may not, within 12 months after leaving that service or employment, represent any other person or organization in any formal or informal appearance:

1. before the City concerning a project for which the person had responsibility as a City officer or employee; or
2. before any other agency on a project for which the person had responsibility as an officer or employee.

(b) A former officer or employee who is subject to the requirements of Subsection (a) shall, during the 24 months after leaving the service or employment of the City, disclose the officer or employee's previous position and responsibilities with the City when representing any other person or organization in any formal or informal appearance before a City agency.

(c) A member of the City Commission or an employee may not, within 12 months after leaving the service or employment of the City, either individually or as the officer or principal of a private business entity:

1. submit a proposal, on behalf of the member or employee or on behalf of a private business entity, to make any City contract that is not required by state law to be competitively bid;
2. negotiate or enter into any City contract that is not required by state law to be competitively bid; or
3. have or acquire any financial interest, direct or indirect, in any City contract that is not required by state law to be competitively bid.

SECTION 9. LIMITATIONS ON EMPLOYEE POLITICAL ACTIVITY AND ON THE HOLDING OF ELECTIVE PUBLIC OFFICE BY AN EMPLOYEE

(a) An employee of the City immediately forfeits employment with the City if:

1. the employee becomes a candidate for election to the Taylor City Commission;
2. the employee becomes a candidate for nomination or election in a partisan election for public office within Williamson County or in a partisan election for a public office, the constituency of which includes all or part of Williamson County;
3. the employee becomes a candidate for nomination or election to an elective public office where the holding of that office will conflict with the full and proper discharge of the employee's duties with the City; or
4. a managerial or supervisory exempt City employee becomes a candidate for nomination or election to an elective public office of an entity having contractual relations with the City that involve the employee's department.

SECTION 10. PENALTY FOR VIOLATION OF ARTICLE; APPEALS

(a) The failure of any officer or employee to comply with this Ordinance or the violation of one or more of the standards of conduct set forth in this Ordinance, which apply to him, shall constitute grounds for all legal remedies provided by law which may include, if permissible, expulsion, reprimand, censure, removal from office, or discharge. In the case of a City Commissioner, the matter shall be decided by a vote of two-thirds of the entire membership of the City Commission.

(b) The Commission hereby adopts the following procedures to implement a Censure Policy:

1. Two or more City Commissioners may file a written notice of censure against another City Commissioners with the City Clerk. The written notice shall set forth the allegation(s) of conduct which the accused Commissioner shall have allegedly violated. A copy shall be delivered to all Commissioners. A written response to the allegation(s) may be filed by the accused Commissioner ten (10) days after receipt thereof. A copy of the notice of censure and response thereto shall be delivered to each Commissioner within two (2) days after the response is filed.

2. On the first regularly called meeting of the Commission, which complies with the Texas Open Meetings Act, after the filing of the notice and response, the City Clerk shall formally read the notice and response into the public record. The Commission, by majority vote, shall thereafter determine whether or not good cause shall exist to set a formal hearing on the merits of the notice of censure or dismiss the allegation(s). If it is determined, based upon the merits, a public hearing is required, a public hearing shall be set on the allegation(s) by the Commission. A vote to hold a public hearing shall not be constructed to be a vote of censure.
3. At a public hearing, the accused City Commissioner has the right to be represented by legal counsel and present witnesses relative to the allegation(s).
4. A public hearing on the allegation(s) and response shall be held at either a regular or special called meeting of the City Commission, which shall be open to the public.
5. At a public hearing, the City Commission will hear evidence concerning the notice of censure. The City Commissioners proffering the charges shall present evidence in support of the allegation(s) contained in the notice of censure. The Commissioner who is the subject of the censure shall have the opportunity to present evidence to support his or her position with respect to the notice of censure. After receiving evidence at an open public meeting, the City Commission shall then take a roll-call vote, after motion duly made and seconded, two-thirds of all members of the City Commission shall be required to sustain the censure of the Commissioner.

(c) In the case of an employee of the City, disciplinary action and appeals therefrom shall be in conformance with procedures established by the City Charter and personnel rules and regulations.

(d) In the case of members of boards or committees, the matters shall be decided by a majority vote of the City Commission.

(e) The decision of the bodies authorized to hear violations shall be final in the absence of bias, prejudice or fraud.

Section 11. SEVERABILITY CLAUSE

If any provision of this Ordinance or its application to any person or circumstances is held invalid for any reason, the invalidity does not affect any other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this extent the provisions of this Ordinance are declared to be severable.

Section 12. SAVINGS CLAUSE

An offense committed before the effective date of this Ordinance is governed by the prior law in effect when the offense was committed and the former law is continued in effect for this purpose.

Section 13. REPEALING CLAUSE

All ordinances, parts of ordinances, or resolutions in conflict herewith are expressly repealed.

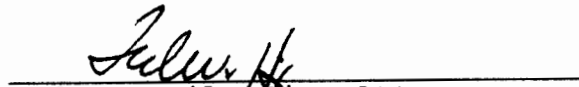
INTRODUCED, PASSED, APPROVED and ADOPTED on the first reading this the 24 day of August, 1999.


Calvin Janak, Chairman
Board of Commissioners

ATTEST:


Barbara S. Belz, City Clerk

APPROVED AS TO FORM:

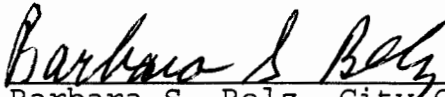

Ted W. Hejl, City Attorney

* * *

PASSED, APPROVED and ADOPTED on the second reading this
the 30 day of August, 1999.


Calvin Janak, Chairman
Board of Commissioners

ATTEST:

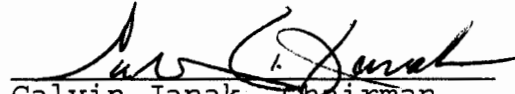

Barbara S. Belz, City Clerk

APPROVED AS TO FORM:


Ted W. Hejl, City Attorney

* * *

PASSED, APPROVED and ADOPTED on third and final reading
this the 31 day of August, 1999.


Calvin Janak, Chairman
Board of Commissioners

ATTEST:


Barbara S. Belz, City Clerk

APPROVED AS TO FORM:


Ted W. Hejl, City Attorney

CERTIFICATE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

I, Barbara S. Belz, being the current City Clerk of the City of Taylor, Texas, do hereby certify that the attached is a true and correct copy of Ordinance No. 99-17, passed and approved by the City Commission of the City of Taylor, Texas, on the 31 day of August, 1999, and such Ordinance was duly introduced, passed, approved and adopted at meetings open to the public and notices of the meetings, giving the dates, places, and subject matter thereof, were posted as prescribed by Government Code Section 551.043.

Witness my hand and seal of office this 31 day of August, 1999.



Barbara S. Belz
City Clerk



City Council Meeting February 12, 2015 Agenda Item Transmittal

Agenda Item #: 17

Agenda Title: Consider annual Board appointments and reappointments for city boards and commissions.

Council Action to be taken: Approve as presented or make new appointments.

Initiating Department: City Administration

Staff Contact: Susan Brock, City Clerk
Karen Ellis, Library Director
Deby Lannen, Main Street Director
Bob van Til, Director of Planning and Development
Esther Walton, Interim Human Resources Director
Mike DeVito, Recreation Superintendent

1. INTRODUCTION/PURPOSE

Council policy dictates that all board appointments expire in January of each year. Typically, these appointments have been made at the last meeting in January. However, with only one meeting in January these appointments were moved to the first meeting in February. The recommendations presented to you are, for the most part, from the Boards themselves.

2. DESCRIPTION/ JUSTIFICATION

All members up for reappointment have their board meeting attendance records included in your packets.

In an effort to recruit more applicants we have been running an ad in the Taylor Daily Press, and also in the Community Connections newsletter. Application information is also available on the City's website.

3. RECOMMENDATION

Staff support personnel for each of these committees or boards is here if you have any questions about their recommendations.

If you choose, you may make a motion to approve all appointments as presented at one time or make the appointments individually if you have changes to the recommendations provided. The recommendations are as follows:

PART I. Regular Council Wide Appointments

- a. **Chart of All Board Appointments**
- b. **Airport Board :**
Reappoint Cheryl Frederick and consider seeking applicants to fill one vacancy.
- c. **Animal Control and Appeals Board**
No changes to the current board; appointment will be made when position of Animal Control Officer is filled. Council may also want to set terms for the appointments. The ordinance that created the board did not address the length of these appointments.
- d. **Building and Standards Commission**
Seeking applicants to fill one new vacancy to replace Keith Hagler who has resigned as a result of him moving out of the city limits. This Commission only meets as needed and has had no meetings; therefore there are no attendance records.
- e. **Library Board recommends:**
Staff recommends reappointment of Vickie Thornton, Sharon Pick, and Lois Duncan.
- f. **Main Street Board/TIF Board:**
Reappoint Jan Konarik, Brent Humphreys, Irene Michna, and Bobby Seiferman; appoint Megan Randig and Joe Burgess to fill vacancies due to resignations; and appoint Ricardo Zuniga to fill Ms. van Scoy's position who has not met the attendance requirements. The Main Street Board elected Mr. Humphreys as their Chair who will also serve as the chair of the TIF Board.
- g. **Moody Museum Board:**
Board members up for consideration who would like to be reappointed: Cissie Pierce, Gracie Yanez, and Kelly Eddleman. Ms. Claire Maxwell has resigned and the board has one applicant, Ms. Brooke Gaar-Bever, who they would like to consider for an appointment at this time.
- h. **Planning and Zoning Commission**
There is no direct recommendation from the board itself, but the staff support for this Committee, Ms. Laura Rouse-DeVore is presenting a request to reappoint Don McAlister, Annette Maruska, and Rick Selin.
- i. **Taylor Economic Development Commission:**
Christine Lopez and Clark Jackson would like to be reappointed. There are three new applicants.
- j. **Tree Advisory Board:**
Reappoint Brian Lawrence and Robert Lopez; and appoint Erin Butler to fill a vacant position while seeking additional applicants for the two new positions added last fall.

- k. **Zoning Board of Adjustment:**
Reappoint John Sanford and Michael Aplin.

Part II. Board Members appointed by Specific Council District

- l. **CPIC members up for reappointment:**

Mayor Pro Tem Gonzales:	Daniel Philhower
Council Member Rydell:	Holly vanScoy
Council Member Green:	Joel O'Shoney
Mayor Ancira:	Rick Selin

CPIC staff recommend reappointment of additional members whose terms have expired: Jennifer Ramirez, Rhonda Killough, Jim Hejl, John Matthews, and Thomas Martinez. Seek applications to replace Karen Farley who resigned.

(This committee did not meet in 2014 so there are no attendance sheets.)

MOTION: _____ **TO:** _____

SECOND: _____ **VOTE:** _____

- m. **Parks and Recreation Board members whose terms have expired:**

Council Member Hill:	Hugh Shelton
Mayor Pro Tem Gonzales:	H. Daniel Philhower
Council Member Rydell:	Stayci Roznovak-Burris
Mayor Ancira:	Gary Gola

The Parks Board requests that council reappoint Ms. Burris and Mr. Gola who have both expressed interest in continuing to serve. They would also ask that council consider appointing new members Ginger Schneider and Larry Levy to replace Hugh Shelton and Daniel Philhower who do not wish to be reappointed.

The Board would like to leave the student position vacant at this time and seek another way to involve students and youth and to investigate the possibility of establishing a Youth Advisory Committee in the future.

MOTION: _____ **TO:** _____

SECOND: _____ **VOTE:** _____

November 13, 2014

City of Taylor Organizational Chart

City Council- Boards and Commissions

CITY COUNCIL

Jesse Ancira, Jr., Mayor
Chris Gonzales, Mayor Pro Tem
Don Hill
Brandt Rydell
Scott Green

AIRPORT BOARD

Cheryl Frederick
Thomas Mowdy
James Porter
Efrain Lopez
Dayton Dabbs
Terry Blodgett

TEDC

D. Scott Green
Cecil Bowen
Kelly Cmerek
Christine Lopez
Clark Jackson

TREE ADVISORY BOARD

Christi Stromberg
Brian Lawrence
Robert Lopez
Bonnie Sladek

HOUSING AUTHORITY

Jacky Jones
Clark Jackson
Bernabe Gonzales
David Wofford
Roy Rangel

LIBRARY

Vickie Thornton
Evelyn Flowers-Cook
Trisha Randig
Diann Fox
Sharon Pick
John Kaatz
Lois Duncan

CPIC

Daniel Thomas
Daniel Philhower
Holly vanScoy
Joel O'Shoney
Rhonda Killough
Jennifer Rameriz
Jim Hejl
Ed Komandosky
John Matthews

MAIN ST ADVISORY

Donald Williams
Holly vanScoy
Brent Humphreys
Jan Konarik
Miguel Espitia, Jr.
Irene Michna
Dana Moehnke
Ed Hile
Nell Steger
Bobby Seiferman
Stephen Truex

MOODY MUSEUM

Susan Komandosky, Chairman
Cissie Pierce
Betty Jackson
Claire Maxwell
Gracie Yanez
Samye Turner
Kelly Eddleman
Carol Preuss
Rebecca O'Bryan-Lieb
Joe Bartosh
Shirley McCoy

ZONING BOARD OF ADJUSTMENTS

Gayle Collins, Chairman
Nancy Talley
John Sanford
Michael Alpin
Erwin Stauffer

ANIMAL CONTROL APPEALS BOARD

Arlan Graef, DVM
Rhywnn Gaffney
Tom Waggoner
Dan Ramsey
Walter Maude
Christine Sumpter-Hegar

PARKS & RECREATION

Matthew Temple
Gary Gola
Hugh Shelton
Kathleen Eason
Andrew Gonzales
Jennifer Jewett
David Morris
Kenny Orts
H. Daniel Philhower
Stayci Roznovak-Burris
Lonnie Zycha
Maddie Ward (Student)

PLANNING & ZONING

Don McAlister, Chairman
Karen Farley
Rick Selin
Donna Frazier
Eric Weiner
Todd Osborn
Leland Stevens
Annette Maruska
BUILDING & STDS
Roy Rogers
Cornelius Ray Henry
Keith Hagler
Craig Eulenfeld

Karen Farley
Donna Frazier
Thomas Martinez
Rick Selin

BOARD	TERM (Yrs)	MEMBER	APPOINTED	EXPIRES
Airport	3	Terry Blodgett 1308 Sagewood Drive Taylor, TX 76574 (H) 512-309-4731; (C) 512-760-8800 Tblodgett_usa@yahoo.com	1-2014	1-2017
Resigned Feb 2014	3	Darrell Reiley 2313 Logan Drive Round Rock, TX 78664 (H) 512-246-9900 (W) 512-563-6000 darrellreiley@att.net	1-2012	1-2015
	3	Efrain Lopez 1151 CR 126 Georgetown, TX 78628 (O) 512-352-9000; (H) 512-836-2683 (C) 512-925-4114 eclopez@georgetowninstruments.com	2011; 2014	1-2017
	3	Dayton Dabbs 3107 Davis Street Taylor, TX 76574 (H) 512-750-0332 dayton@lonestarmagnigyro.com	1-2013	1-2016
	3	James Porter 8410 Sea Ash Circle Round Rock, TX 78681 (H) 512-704-7695; (C) 512-212-4485 porterjames2@gmail.com	8-2014 (Filled unexpired term)	1-2016
	3	Cheryl Frederick 1005 E. Buttercup Rd Taylor, TX 76574 (H) 352-2765; (C) 512-415-5452 machograndeboss@gmail.com	1-2012	1-2015
	3	Thomas C. Mowdy, Jr. 1805 Carey Ave Taylor, TX 76574 (C) 512-565-1035 N4729L@yahoo.com	1-2013	1-2016

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		7-2008	
	City Official	Dan Ramsey, Police Commander (O) 352-5551 dan.ramsey@taylor.tx.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. 7 th (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

BOARD	TERM (Yrs)	MEMBER	APPOINTED	EXPIRES
Building & Standards Commission (formerly Board of Adjustment & Appeals)	2	Roy Rogers, 404 Drake St. (H) 352-6874	2012; 2014	1-2016
	2	Cornelius Ray Henry 402 Bland St (H) 352-8816	2012; 2014	1-2016
	2	Craig Eulenfeld 1618 Laurel St. (H) 512-365-7174; (C) 512-801-2262 ceulenfeld@austin.rr.com		
	2	Vacant		
Moved out of city limits	2	Keith Hagler 1514 W. Lake Drive (O) 352-8518 (C) 914-3333	2-2013	1-2015

BOARD	TERM (Yrs)	MEMBER	APPOINTED	EXPIRES
Library Board	3	Vickie Thornton 2600 Holly Lane (H) 512-365-8018 rthornton@austin.rr.com	1-2012	1-2015
	3	Evelyn Flowers-Cook 916 Burkett St P.O. Box 241 (H) 512-365-8094 (O) 512-244-7966 evelyn.flowerscook@twc.state.tx.us	2-2013	1-2016
	3	John Kaatz, President 1500 Laurel St (H) 512-352-8689 (O) 512-464-4173 (C) 512-422-1524 jwkaatz@sbcglobal.net	1-2011	1-2017
	3	Diann Fox 2353 County Rd 374 (H) 512-365-1676 (O) 512-352-1701 (Fax) 512-365-9334 dfox@taylor.isd.tenet.edu	2-2013	1-2016
	3	Sharon Pick 301 Drake Lane (H) 512- 352-3785 (C) 512-630-3693 spick@taylor.isd.tenet.edu	1-2012	1-2015
	3	Lois Duncan 4400 CR 450 Thrall, TX 76578 (H) 512-856-0248 (C) 512-371-0628 loisduncan@grandecom.net	6-2012	1-2015
	3	Trisha Randig 1000 CR 374 (H) 512-352-2365 (O) 512-918-5690	1-2011	1-2017

Library Advisory Board		Year: 2014					
MEMBER NAME	01/21/2014	02/18/2014	04/15/2014	08/19/2014	10/21/2014	Mtg attended	
Lois Duncan	P	EA	P	P	P		4
Evelyn Flowers-Cook	P	P	EA	EA	P		3
Diann Fox	EA	EA	P	P	P		3
John Kaatz (chair)	P	P	P	P	P		5
Sharon Pick	P	P	P	P	P		5
Trisha Randig	P	P	P	EA	P		4
Vickie Thornton	P	P	P	P	EA		4
EA = Excused Absence							
P = Present at meeting							
<i>Please Note: No meetings in July or December. Meetings not called when there is nothing for discussion.</i>							



City of Taylor Boards and Committee Application

RECEIVED

NOV 25 2014

PLEASE TYPE OR PRINT CLEARLY:

Name Lois Duncan _____

Address (Residence and Mailing)

4400 CR 450 _____

Thrall, TX 76578 _____

How long at this residence? 15 yrs _____

Phone (Home) 512-856-0248 _____

Cell Phone _____

Fax 512-451-0651 _____

Email loisduncan@mygrande.net _____

Occupation: Executive Director

Employer Great Promise for American Indians

Address 3710 Cedar #10

Austin TX 78705

Work Phone 512-371-0628

Business owner? ☐ Yes ☒ No

Additional information? Past employment includes Acquisition Librarian, Clarkson University and Potsdam Public Library, Asst. Librarian, Lawrence Ave. Middle School; past Dept. of Justice, Juvenile Justice Advisory Council, Washington, D.C.; Consultant for the United Way of America, Southern Region; Executive Director of the Nonprofit Center, Central Texas; Member, Taylor Library Advisory Board

List the Board or Commission you are applying for. A person may not be appointed by the City Council to serve on more than one board or commission simultaneously. (Does not apply to the Comprehensive Plan Implementation Committee.) If more than one, please list in order of priority for which you wish to be considered.) : Taylor Public Library Advisory Board

Please consider attending a committee meeting of interest to you prior to submitting your application. Check the website at <http://www.taylortx.gov> for a complete roster of committee appointees.

List experience, training, skills or interests which you believe you could bring to this position. (Attach resume or additional pages if needed.)

Policy Development,
Budgeting and Public Finance
Private Sector Fundraising & Grantwriting

APPLICANTS FOR ZONING BOARD OF ADJUSTMENTS, PLANNING AND ZONING, BUILDING AND STANDARDS COMMISSION, AND PARKS AND RECREATION BOARD MUST BE A LEGAL RESIDENT OF THE UNITED STATES AND A VOTING RESIDENT WHO LIVES AND RESIDES* IN THE CITY OF TAYLOR. (*Effective 12/16/08. Residency requirement does not apply to the Moody Museum Board, Library Board, Main Street Advisory Board, Airport Board, or the TEDC. Change in residency status during term can result in termination of appointment.)

I hereby swear and affirm that the information provided above is true and correct

Signature

Lois Duncan

Date

11/24/2014



City of Taylor
Boards and Committee
Application

RECEIVED

DEC 29 2014

PLEASE TYPE OR PRINT CLEARLY:

Name Sharon Pick
Address (Residence and Mailing)
301 Drake Ln.
Taylor
How long at this residence? 30 yrs.
Phone (Home) 512/352-3785
Cell Phone 512/630-3693
Fax _____
Email sharons.pick@gmail.com

Occupation Retired teacher
Employer from Taylor I.S.D.
Address _____
Work Phone _____
Business owner? ☐ Yes ☒ No
Additional information? _____

List the Board or Commission you are applying for. A person may not be appointed by the City Council to serve on more than one board or commission simultaneously. (Does not apply to the Comprehensive Plan Implementation Committee.) If more than one, please list in order of priority for which you wish to be considered.) : Library Board

Please consider attending a committee meeting of interest to you prior to submitting your application.

Check the website at <http://www.taylortx.gov> for a complete roster of committee appointees.

List experience, training, skills or interests which you believe you could bring to this position. (Attach resume or additional pages if needed.)

I have been on this Board for the last few years. I have taught English / Language Arts for 31 years and retired in May 2014. I am currently serving as a reading tutor for 6th, 7th, and 8th graders at Taylor Middle School.

APPLICANTS FOR ZONING BOARD OF ADJUSTMENTS, PLANNING AND ZONING, BUILDING AND STANDARDS COMMISSION, AND PARKS AND RECREATION BOARD MUST BE A LEGAL RESIDENT OF THE UNITED STATES AND A VOTING RESIDENT WHO LIVES AND RESIDES* IN THE CITY OF TAYLOR. (*Effective 12/16/08. Residency requirement does not apply to the Moody Museum Board, Library Board, Main Street Advisory Board, Airport Board, or the TEDC. Change in residency status during term can result in termination of appointment.)

I hereby swear and affirm that the information provided above is true and correct

Signature

Sharon Pick

Date

12/23/14



City of Taylor
Boards and Committee
Application



PLEASE TYPE OR PRINT CLEARLY:

Name Vickie Thornton _____

Address (Residence and Mailing)

2600 Holly Lane Taylor, TX 76574-1616 _____

How long at this residence? 23 yrs. _____

Phone (Home) 512-365-8018 _____

Cell Phone 512-633-1125 _____

Fax _____

Email vpthornton@yahoo.com _____

Occupation Admin Assistant _____

Employer Dovetail Wealth Management _____

Address 301 N Main Street Taylor, TX 76574 _____

Work Phone 512-352-1613 _____

Business owner? ☐ Yes ☒ No

Additional information? _____

List the Board or Commission you are applying for. A person may not be appointed by the City Council to serve on more than one board or commission simultaneously. (Does not apply to the Comprehensive Plan Implementation Committee.) If more than one, please list in order of priority for which you wish to be considered.) : __ Taylor Public Library Board

Please consider attending a committee meeting of interest to you prior to submitting your application. Check the website at <http://www.taylortx.gov> for a complete roster of committee appointees.

List experience, training, skills or interests which you believe you could bring to this position. (Attach resume or additional pages if needed.)

_____ renew appointment

APPLICANTS FOR ZONING BOARD OF ADJUSTMENTS, PLANNING AND ZONING, BUILDING AND STANDARDS COMMISSION, AND PARKS AND RECREATION BOARD MUST BE A LEGAL RESIDENT OF THE UNITED STATES AND A VOTING RESIDENT WHO LIVES AND RESIDES* IN THE CITY OF TAYLOR. (*Effective 12/16/08. Residency requirement does not apply to the Moody Museum Board, Library Board, Main Street Advisory Board, Airport Board, or the TEDC. Change in residency status during term can result in termination of appointment.)

I hereby swear and affirm that the information provided above is true and correct

NOV/24/2014/MON 04:50 PM Taylor Housing Auth

FAX No. 512 365 5464

P. 002



City of Taylor

Boards and Committee Application

RECEIVED

NOV 25 2014

PLEASE TYPE OR PRINT CLEARLY:

Name Ebay Green

Address (Residence and Mailing)

100 Twin Springs Rd.
Georgetown, TX 78633
How long at this residence? 9 years

Phone (Home)

Cell Phone (512) 940-5069Fax (512) 365-5464Email egreen@taylorha.orgOccupation Executive DirectorEmployer Taylor Housing Auth.
 Address 311 E. 7th
Taylor, TX 76574
Work Phone (512) 352-3231 ext. 110Business owner? ☐ Yes☒ No

Additional information?

List the Board or Commission you are applying for. A person may not be appointed by the City Council to serve on more than one board or commission simultaneously. (Does not apply to the Comprehensive Plan Implementation Committee.) If more than one, please list in order of priority for which you wish to be considered.) : (1) Library (2) TEDC (3) Parks + Recreation

Please consider attending a committee meeting of interest to you prior to submitting your application. Check the website at <http://www.taylor.tx.gov> for a complete roster of committee appointees.

List experience, training, skills or interests which you believe you could bring to this position. (Attach resume or additional pages if needed.)

I have over 20 years experience working with public programs. I am a professional who works in Taylor, I have budgeting and accounting ^{experience} and I have a genuine interest in Taylor. I also hold a masters in ^{public administration}.

APPLICANTS FOR ZONING BOARD OF ADJUSTMENTS, PLANNING AND ZONING, BUILDING AND STANDARDS COMMISSION, AND PARKS AND RECREATION BOARD MUST BE A LEGAL RESIDENT OF THE UNITED STATES AND A VOTING RESIDENT WHO LIVES AND RESIDES* IN THE CITY OF TAYLOR. (*Effective 12/16/08. Residency requirement does not apply to the Moody Museum Board, Library Board, Main Street Advisory Board, Airport Board, or the TEDC. Change in residency status during term can result in termination of appointment.)

I hereby swear and affirm that the information provided above is true and correct

Signature

Ebay Green

Date

11/24/14



City of Taylor
Boards and Committee
Application

RECEIVED

APR 10 2014

PLEASE TYPE OR PRINT CLEARLY:

Name Deanne Torres
Address (Residence and Mailing)
2000 Donna Dr
Taylor, TX 76574
How long at this residence? 1yr 8mths
Phone (Home) 512 784 6401
Cell Phone _____
Fax _____
Email deannetorres@gmail.com

Occupation Executive Director
Employer Mallard Run Housing Dev. Corp
Address 1000 Mallard Ln. #203
Taylor, TX 76574
Work Phone 512 352 8660
Business owner? ☐ Yes ☒ No
Additional information? _____

List the Board or Commission you are applying for. A person may not be appointed by the City Council to serve on more than one board or commission simultaneously. (Does not apply to the Comprehensive Plan Implementation Committee.) If more than one, please list in order of priority for which you wish to be considered.) : Library Advisory Board

Please consider attending a committee meeting of interest to you prior to submitting your application. Check the website at <http://www.taylortx.gov> for a complete roster of committee appointees.

List experience, training, skills or interests which you believe you could bring to this position. (Attach resume or additional pages if needed.)

prepare and monitor budgets and finance reports for 2
different properties.

APPLICANTS FOR ZONING BOARD OF ADJUSTMENTS, PLANNING AND ZONING, BUILDING AND STANDARDS COMMISSION, AND PARKS AND RECREATION BOARD MUST BE A LEGAL RESIDENT OF THE UNITED STATES AND A VOTING RESIDENT WHO LIVES AND RESIDES* IN THE CITY OF TAYLOR. (*Effective 12/16/08. Residency requirement does not apply to the Moody Museum Board, Library Board, Main Street Advisory Board, Airport Board, or the TEDC. Change in residency status during term can result in termination of appointment.)

I hereby swear and affirm that the information provided above is true and correct

Signature

Deanne

Date

4/4/14



City of Taylor
Boards and Committee
Application

RECEIVED
AUG 01 2014

PLEASE TYPE OR PRINT CLEARLY:

Name Barbara Damico
Address (Residence and Mailing)
702 Brown St.
Taylor, 76594
How long at this residence? 5 months
Phone (Home) N/A
Cell Phone 972-897-7951
Fax N/A
Email bdamico172@yahoo.com

Occupation English Middle School Teacher
Employer Catholic Diocese of Austin
Address 120 W Oltorf St.
Austin, 78704
Work Phone 512-442-8547
Business owner? ☐ Yes ☒ No
Additional information? _____

List the Board or Commission you are applying for. A person may not be appointed by the City Council to serve on more than one board or commission simultaneously. (Does not apply to the Comprehensive Plan Implementation Committee.) If more than one, please list in order of priority for which you wish to be considered.) : Library Advisory & Police Civilian Board
Please consider attending a committee meeting of interest to you prior to submitting your application. Check the website at <http://www.taylortx.gov> for a complete roster of committee appointees.

List experience, training, skills or interests which you believe you could bring to this position. (Attach resume or additional pages if needed.)

I have strong people skills working in diverse environments in higher education for many years. I have worked as an administrator at SMC Georgetown University (Washington, DC), Florida Atlantic University, and Loyola University in New Orleans.

APPLICANTS FOR ZONING BOARD OF ADJUSTMENTS, PLANNING AND ZONING, BUILDING AND STANDARDS COMMISSION, AND PARKS AND RECREATION BOARD MUST BE A LEGAL RESIDENT OF THE UNITED STATES AND A VOTING RESIDENT WHO LIVES AND RESIDES* IN THE CITY OF TAYLOR. (*Effective 12/16/08. Residency requirement does not apply to the Moody Museum Board, Library Board, Main Street Advisory Board, Airport Board, or the TEDC. Change in residency status during term can result in termination of appointment.)

I hereby swear and affirm that the information provided above is true and correct

Signature

Barbara Damico

Date

August 01, 2014

Please see attachments

August 01, 2014

Attention: City Clerk
City of Taylor,
400 Porter St.
Taylor, Texas 76574

Please note that I am appreciative of the form included in my city utilities bill that allows me to indicate my interest in serving on boards and committees for the City of Taylor. I have completed this application and please find it attached.

However, I would like to add a committee that I believe is critical to our growing and diverse community of Taylor. That committee I believe is a Police Civilian and Community Board. This community group would not only seek to support the police department through outreach opportunities to the general public but would also work to ensure that if there are any issues with our police, there is a means for the general public and in particular minorities to address those grievances.

We in Taylor and from my own short but personal experiences of living here in Taylor are blessed with a very professional and caring police force. I can say nothing but the best that I have encountered with our police force. In particular I do wish to note that Ms. Priscilla who works dispatch at night, should one need to call about a noise issue at Murphy Park, is the epitome of professionalism and efficiency. Once again obviously we are in safe and caring hands with our police force.

However, we are a diverse population in Taylor with people from all ethnic backgrounds and walks of life who may not have had my positive experience with the police either here or somewhere else. It is my strong belief that we need a group of Taylor citizens who review and speak for the community to ensure that all who live and travel through Taylor are treated with the same with respect to the law by our police force. As a third party intervention service, this committee would work to ensure to keep communication open between neighborhoods/affected individuals and the police. Should there be a conflict, this committee would work towards the mutually resolution of the conflict.

I have mentioned a small skeleton of an idea here but I would welcome the opportunity to discuss further how this committee could serve the greater community and certainly towards improved community relations.

Respectfully,



Barbara D'Amico
702 Brown Street, Taylor, Texas
bdamico172@yahoo.com

cc: Mr. Isaac Turner, Taylor City Manager

Barbara D'Amico

Faculty & Staff

0

Upper Elementary Spanish Teacher and Technology Teacher

bdamico@st-ignatius-edu.org

Mrs. D'Amico comes to St. Ignatius, Martyr, School with 25 years of teaching and administrative experience in higher education. She taught freshman composition and English as a second language for many years at Richland Community College in Dallas; she has also worked at Georgetown University in Washington, DC, SMU in Dallas and Loyola University in New Orleans. When her last child left high school, she decided that she would return to teaching in a Catholic school environment; St. Ignatius was her first choice.



With her undergraduate studies in Spanish and the Classics and her master's work in applied linguistics, she is really a humanities person at heart but has had the opportunity to teach technology and is loving this experience. She is a Charles Dickens' fan and collects books at every spare moment. She and her husband, who have been married 28 years, have four children who studied and graduated from Bishop Lynch Catholic HS in Dallas. She attends Our Lady of Guadalupe in Austin.

BOARD	TERM (Yrs)	MEMBER	APPOINTED	EXPIRES
MAIN STREET ADVISORY BOARD	3	Jan Konarik 601 CR 475, Thrall 76578 (H) 512-856-2934; (C) 636-0302 jan_konarik@yahoo.com	1-2012	1-2015
	3	Donald Williams 2301 Smith Ave. (H) 512-269-7255; (C) 512-269-7256 dwms5757@aol.com	2-2013	1-2016
	3	Miguel Espitia, Jr. 2908 Zachary Lane (C) 512-905-6955 mespitiajr@gmail.com	2-2013	1-2016
	3	Brent Humphreys 2015 W. Lake Drive (H) 512-352-6887 (C) 214-683-7763 bh@brenthumphreys.com	7-2012 (Filling unexpired term)	1-2015
	3	Irene Michna 1301 Davis St. (H) 512-365-6056; (C) 680-8093 irenemichna@aol.com	1-2012	1-2015
	3	Dana Moehnke 1201 W. Lake Drive. (H) 512-352-6509 (c) 563-3246 Danamo3@yahoo.com	1-2012	1-2015
	3	Ed Hile (Chair, TIF Board 2014) 106 E. 2 nd St (H) 512-777-3106 (C) 713-560-6641 Ed.hile@swbell.net	1-2012	1-2015
	3	Stephen Truex 321 Ironhorse Drive Hutto, TX 78634 (C) 512-567-0845 Sptcobra7@yahoo.com	1-2014	1-2017
	3	Bobby Seiferman 3300 Forest Creek, No. 38 Round Rock, TX 78664 (H) 512-238-6506 (C) 925-4048 seif@texas.net	1-2012	1-2015
	3	Holly VanScoy 1606 Meadow Lane (H) 512-309-4190 (c) 512-252-0985 academres@aol.com	1-2014	1-2017
	3	Nell Steger 2601 Holly Lane (H) 512-352-2287 (C) 512-784-9042 lsteiger@austin.rr.com	3-2013	1-2016

MAIN STREET ADVISORY BOARD ATTENDANCE 2014

[illegible]



City of Taylor Boards and Committee Application

PLEASE TYPE OR PRINT CLEARLY:

Name Joe Burgess _____

Address (Residence and Mailing)

905 David Street, Taylor, Texas 76574 _____

How long at this residence? 2.5 years _____

Phone (Home) _____

Cell Phone 903.284.8243 _____

Fax _____

Email CaminoRealPublishing@gmail.com _____

Occupation Photo Journalist, Moody Museum
volunteer, Economic Restructuring Subcommittee -
Chair _____

Employer self _____

Address 905 Davis Street, Taylor, Texas 76574 _____

Work Phone 903.284.8243 _____

Business owner? ☐ Yes ☐ No

Additional information? _____

Vice-President of Zia Publishing, Inc in New Mexico

List the Board or Commission you are applying for. A person may not be appointed by the City Council to serve on more than one board or commission simultaneously. (Does not apply to the Comprehensive Plan Implementation Committee.) If more than one, please list in order of priority for which you wish to be considered.) : Main Street Advisory Board

Please consider attending a committee meeting of interest to you prior to submitting your application. Check the website at <http://www.taylortx.gov> for a complete roster of committee appointees.

List experience, training, skills or interests which you believe you could bring to this position. In addition to my 1.5 years with Taylor's Main Street Subcommittee, my 15 years of magazine publishing has kept me intimately involved with all aspects of communities, including successful Main Street programs. My 25 years in industrial management and supervision as well as my military stint has contributed to my organizational and follow-through skills. I served two terms as county commissioner in a small New Mexico county, giving me insight into the political arena. Most importantly, I understand the importance of volunteerism and giving back to one's community. I am committed to the managed economic development of Taylor in general and the unique downtown district in particular.

APPLICANTS FOR ZONING BOARD OF ADJUSTMENTS, PLANNING AND ZONING, BUILDING AND STANDARDS COMMISSION, AND PARKS AND RECREATION BOARD MUST BE A LEGAL RESIDENT OF THE UNITED STATES AND A VOTING RESIDENT WHO LIVES AND RESIDES* IN THE CITY OF TAYLOR. (*Effective 12/16/08. Residency requirement does not apply to the Moody Museum Board, Library Board, Main Street Advisory Board, Airport Board, or the TEDC. Change in residency status during term can result in termination of appointment.)

I hereby swear and affirm that the information provided above is true and correct

Signature Joe Burgess _____

Date December 6, 2014

DESCRIPTION OF BOARDS AND COMMISSIONS

Airport Board meets the fourth Tuesday at 5:30 pm each month and makes recommendations about the operations of the municipal airport and helps ensure that the airport meets the needs of the City and the air industry.

Animal Control Appeals Board and Shelter Advisory Committee meets quarterly and consists of a licensed veterinarian, a county or city official, a representative from an animal welfare organization, and an animal control shelter staff person.

Building & Standards Commission meets as needed to provide final interpretations concerning alleged violations of ordinances by upholding or overturning decisions made by the building officials. Members must be knowledgeable with the building, plumbing, mechanical, electrical and fire codes adopted by the city.

Civil Service Commission is a three member board appointed by the City Manager to adopt rules regarding hiring and promotional processes, the disciplinary process, maintenance of personnel files, and other subjects as defined by Civil Service Law.

Comprehensive Plan Implementation Committee has thirteen members appointed by Council to review the implementation status (Chapter 11) of the Taylor Comprehensive Plan twice a year.

Library Advisory Board meets the third Tuesday each month at 6pm and makes recommendations to the City Council regarding library operations and to help ensure that the Library meets the needs of the City.

Main Street Advisory Board meets the third Wednesday each month to carry out an annual action plan for implementation of a downtown revitalization program focused on: design/historic preservation, promotion, organization/management, and economic restructuring/development.

Moody Museum Advisory Board meets on the third Tuesday at 5:30 pm every other month and makes recommendations regarding the operation of the Moody Museum.

Parks and Recreation meets the third Wednesday at 6 pm to make recommendations to the City Council regarding sports and recreational programs, and facilities and helps ensure that they meet present and future needs.

Planning & Zoning Commission meets the second Tuesday at 6 pm and makes decisions regarding platting or replatting of land into subdivisions within the corporate limits and within the extraterritorial jurisdiction of the City and makes recommendations to the City Council regarding the regulations of the use of land, location of buildings, and the locations of businesses, in respect to their environments.

Taylor Economic Development Corporation (TEDC) meets at 4:30 pm once a month (usually the third Wednesday) and promotes, assists, and enhances economic development activities for the City.

Taylor Housing Authority meets on Tuesday afternoon and establishes policy and reviews operations of subsidized housing in Taylor. One member must be a Housing Authority resident.

Tree Advisory Board meets quarterly on Tuesday at 6 pm to discuss beautification of the city through the planting and maintenance of trees and assist staff with the annual Arbor Day event.

Zoning Board of Adjustments meets on the first Tuesday of the month at 6 pm (or as needed) to hear and decide special exceptions to the zoning ordinance and rules on appeals. This board is autonomous.

Applications are public information. Incumbents whose terms expire are automatically considered for reappointment unless they indicate non-interest. Applications are kept on file for two (2) years from date of application.

Please complete and return to:

City Clerk, City of Taylor, 400 Porter St., Taylor, Texas 76574
(512) 352-3676 or (Fax) (512) 352-8255 or email Susan.brock@taylortx.gov



City of Taylor
Boards and Committee
Application

RECEIVED

MAY 08 2014

PLEASE TYPE OR PRINT CLEARLY:

Name Megan Randig
Address (Residence and Mailing)
1308 Kimbro St.
Taylor, TX 76574
How long at this residence? 7 1/2 yrs
Phone (Home) φ
Cell Phone 979-229-0488
Fax 512-352-3887
Email Megan@mezoozah.com

Occupation Owner- Mezoozah
Employer Mezoozah
Address 415 N. Main St.
Taylor, TX 76574
Work Phone 512-352-SIGN(7446)
Business owner? ☒ Yes ☐ No
Additional information? _____

List the Board or Commission you are applying for. A person may not be appointed by the City Council to serve on more than one board or commission simultaneously. (Does not apply to the Comprehensive Plan Implementation Committee.) If more than one, please list in order of priority for which you wish to be considered.): Main Street Advisory Board

Please consider attending a committee meeting of interest to you prior to submitting your application. Check the website at <http://www.taylortx.gov> for a complete roster of committee appointees.

List experience, training, skills or interests which you believe you could bring to this position. (Attach resume or additional pages if needed.)

Business owner, Third Thursday Planner, ^{shop} Downtown
Taylor FB page-manager; active in pushing Taylor forward
with downtown activities; we do craft/antique/Holiday shows
And travel State-wide; we operate a WHOLESALE & RETAIL BUSINESS,
Exhibit at Market 2 times a year; knowledgeable of Taylor history & importance
APPLICANTS FOR ZONING BOARD OF ADJUSTMENTS, PLANNING AND ZONING,
BUILDING AND STANDARDS COMMISSION, AND PARKS AND RECREATION BOARD
MUST BE A LEGAL RESIDENT OF THE UNITED STATES AND A VOTING RESIDENT
WHO LIVES AND RESIDES* IN THE CITY OF TAYLOR. (*Effective 12/16/08. Residency
requirement does not apply to the Moody Museum Board, Library Board, Main Street Advisory Board,
Airport Board, or the TEDC. Change in residency status during term can result in termination of
appointment.)

I hereby swear and affirm that the information provided above is true and correct

Signature

Megan Randig

Date

5/7/14



City of Taylor
Boards and Committee
Application

RECEIVED

DEC 17 2014

PLEASE TYPE OR PRINT CLEARLY:

Name <u>ASHLEY DOSS</u>	Occupation <u>MANAGING PARTNER</u>
Address (Residence and Mailing) <u>2106 Lathan Ln.</u> <u>Taylor, TX 76574</u>	Employer <u>FRILLS ON FOURTH</u>
How long at this residence? <u>7 years</u>	Address <u>201 W 4th ST.</u> <u>TAYLOR, TX 76574</u>
Phone (Home) <u>(512) 497-2376</u>	Work Phone <u>(512) 352-5518</u>
Cell Phone <u>" "</u>	Business owner? ☒ Yes ☐ No
Fax <u>" "</u>	Additional information? <u></u>
Email <u>ashleydoss@frillsongfourth.com</u>	

List the Board or Commission you are applying for. A person may not be appointed by the City Council to serve on more than one board or commission simultaneously. (Does not apply to the Comprehensive Plan Implementation Committee.) If more than one, please list in order of priority for which you wish to be considered.): Main Street Advisory Board

Please consider attending a committee meeting of interest to you prior to submitting your application. Check the website at <http://www.taylor.tx.gov> for a complete roster of committee appointees.

List experience, training, skills or interests which you believe you could bring to this position. (Attach resume or additional pages if needed.)

Design - from interiors, community planning, commercial
to graphic design knowledge (research, planning, implementation)
marketing - design: social media

APPLICANTS FOR ZONING BOARD OF ADJUSTMENTS, PLANNING AND ZONING, BUILDING AND STANDARDS COMMISSION, AND PARKS AND RECREATION BOARD MUST BE A LEGAL RESIDENT OF THE UNITED STATES AND A VOTING RESIDENT WHO LIVES AND RESIDES* IN THE CITY OF TAYLOR. (*Effective 12/16/08. Residency requirement does not apply to the Moody Museum Board, Library Board, Main Street Advisory Board, Airport Board, or the TEDC. Change in residency status during term can result in termination of appointment.)

I hereby swear and affirm that the information provided above is true and correct

Signature

Ashley Doss

Date

12/15/14



City of Taylor Boards and Committee Application

RECEIVED

NOV 21 2014

PLEASE TYPE OR PRINT CLEARLY:

Name Tiffany Shadd
Address (Residence and Mailing)
1416 Hillcrest Dr
Taylor, Tx 76574
How long at this residence? 1 yr
Phone (Home) N/A
Cell Phone 512-630-7206
Fax N/A
Email TiffanyJolie87@gmail.com

Occupation Self-employed
Employer _____
Address _____
Work Phone _____
Business owner? ☐ Yes ☐ No
Additional information? _____

List the Board or Commission you are applying for. A person may not be appointed by the City Council to serve on more than one board or commission simultaneously. (Does not apply to the Comprehensive Plan Implementation Committee.) If more than one, please list in order of priority for which you wish to be considered.): Main Street Advisory Board

Please consider attending a committee meeting of interest to you prior to submitting your application. Check the website at <http://www.taylortx.gov> for a complete roster of committee appointees.

List experience, training, skills or interests which you believe you could bring to this position. (Attach resume or additional pages if needed.)

Events/Programs manager for county
run community center, helped coordinate
Bridal Shows and chocolate and
wine festival for over 5 years

APPLICANTS FOR ZONING BOARD OF ADJUSTMENTS, PLANNING AND ZONING, BUILDING AND STANDARDS COMMISSION, AND PARKS AND RECREATION BOARD MUST BE A LEGAL RESIDENT OF THE UNITED STATES AND A VOTING RESIDENT WHO LIVES AND RESIDES* IN THE CITY OF TAYLOR. (*Effective 12/16/08. Residency requirement does not apply to the Moody Museum Board, Library Board, Main Street Advisory Board, Airport Board, or the TEDC. Change in residency status during term can result in termination of appointment.)

I hereby swear and affirm that the information provided above is true and correct

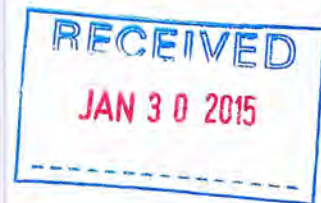
Signature Tiffany Shadd Date 11/20/14

BOARD	TERM (Yrs)	MEMBER	APPOINTED	EXPIRES
MOODY MUSEUM BOARD	3	Susan Komandosky, Chair 2207 Gladnell (H)512-365-7396; (c)512-796-4401 mrsk@austin.rr.com	1-2014	1-2017
	3	Cissie Pierce, P O Box 592 (H) 862-4438 cissiepierce@msn.com	1-2012	1-2015
	3	Betty Jackson 1804 Lexington St. (H) 365-3574 (c) 922-9396 cnbjaxn@hotmail.com	1-2014	1-2017
Resigned	3	Claire Maxwell 1001 Fowzer (H) 365-2707 williamamaxell@austin.rr.com	1-2012	1-2015
	3	Gracie Yanez 1709 McClain (H) 365-2799 (c)300-6545 gl.yanez@yahoo.com	1-2012	1-2015
	3	Kelly Eddleman 1007 Talbot (C)512-619-3579 kelly_eddleman@yahoo.com	1-2012	1-2015
	3	Joe Bartosh 2101 Meadow Lane (C) 512-964-7053 JBDOVETAIL@AOL.COM	1-2014	1-2017
	3	Rebecca O'Bryan-Lieb 1720 W. Lake Drive (H) 512-955-9055 (C) 512-595-6230 rebeccaobryanlieb@yahoo.com	1-2014	1-2017
	3	Carol Preuss 1406 Gilmore (C) 217-2100; (H) 365-2248 capreuss@austin.rr.com	1-2014	1-2017
	3	Samye Turner 1704 Mallard Lane (H)365-2148 (C) 365-0208 (O)365-2878 Samye115@aol.com	2-2013	1-2016
	3	Shirley McCoy 1709 W. Lake (H) 365-8484; (c)924-8484 Smccoy76574@yahoo.com	5-2014	1-2017

January 29, 2015

1001 Fowzer St.

Taylor, Texas 76574



Dear City of Taylor Council Members,

Please accept my resignation from the Moody Museum Board effective January 31, 2015.

Health issues have prevented me from actively participating as a board member this past year and I would like to step aside for someone else to take my place.

After working as a volunteer and board member for the past thirty years, I hope that the City of Taylor will continue to support the Museum and its mission, because it is one of the most important historic assets of our town.

Sincerely,

Claire Maxwell

Claire Maxwell

[illegible]



City of Taylor

Boards and Committee Application

RECEIVED
JUL 14 2014

PLEASE TYPE OR PRINT CLEARLY:

Name Brooke Gaar-Bever

Address (Residence and Mailing)

510 W. 12th St. Taylor, Tx 76574

How long at this residence? 1 ½ years

Phone (Home) (512) 352-0055

Cell Phone (512) 413-8728

Fax _____

Email brookebever@gmail.com

Occupation ARD Assistant

Employer Texas School for the Blind & Visually Impaired

Address 1100 W. 45th St. Austin, TX 78756

Work Phone (512) 206-9192 (my direct line)

Business owner? ☐ Yes ☒ No

Additional information? _____

List the Board or Commission you are applying for. A person may not be appointed by the City Council to serve on more than one board or commission simultaneously. (Does not apply to the Comprehensive Plan Implementation Committee.) If more than one, please list in order of priority for which you wish to be considered.) : Moody Museum

Please consider attending a committee meeting of interest to you prior to submitting your application. Check the website at <http://www.taylortx.gov> for a complete roster of committee appointees.

List experience, training, skills or interests which you believe you could bring to this position. (Attach resume or additional pages if needed.)

My educational and professional background prior to my current employment is in the museum field, specifically collections care and fine art object conservation. I have worked for some of the finest institutions in the world, including The Natural History Museum London and The Royal Academy of Art. In addition to these museums I have completed contract work for other museums such as the Horniman, The Royal Institute of British Architects, and Rochester Cathedral. Locally, I worked for the city of Austin museums including primarily the Susanna Dickinson and Joseph Hannig house and filling in when needed at the O. Henry House and the Elisabet Ney studio museum. I have a fierce passion for museum collections care and would like to be of service to this wonderful gem of museum and feel as though my background could be of benefit and service. My brief conservation portfolio is available upon request which includes examples of my work and object reports.

APPLICANTS FOR ZONING BOARD OF ADJUSTMENTS, PLANNING AND ZONING, BUILDING AND STANDARDS COMMISSION, AND PARKS AND RECREATION BOARD MUST BE A LEGAL RESIDENT OF THE UNITED STATES AND A VOTING RESIDENT WHO LIVES AND RESIDES* IN THE CITY OF TAYLOR. (*Effective 12/16/08. Residency requirement does not apply to the Moody Museum Board, Library Board, Main Street Advisory Board,

Airport Board, or the TEDC. Change in residency status during term can result in termination of appointment.)

I hereby swear and affirm that the information provided above is true and correct

Signature Brooke Gaar-Bever

Date July 12, 2014

BOARD	TERM (Yrs)	MEMBER	APPOINTED	EXPIRES
Planning & Zoning Commission	3	Donna Frazier 1704 Carey Ave (H) 365-6154 (C)965-0372 donnafrazier1704@gmail.com	1/2014	1-2017
	3	Jim Killough 303 Velma (H) 512-352-8299 (C) 512-517-5518 Bido44@sbcglobal.net	6-2013	1-2016
	3	Todd Osborn 710 West 11th (H) 352-5992 (C)773-3871 ctoiii@hotmail.com	1-2014	1-2017
	3	Don McAlister, Chairman P.O. Box 526 2107 Mildred St. (H) 365-7068 (C) 917-7527 don.mcalister@austin.rr.com	1-2012	1-2015
	3	Annette Maruska 308 Cherrywood Circle (H) 512-365-9686 (C) 512-431-7866 garymaruska@sbcglobal.net	7-2014 (Filled an unexpired term)	1-2015
	3	Rick Selin 2202 Gladnell (C) 512-422-2527 Rick_selin@hotmail.com	10-2013	1-2015
	3	Eric Weiner 1015 Hackberry (H) 512-309-4159 (C) 512-948-8782 Eweiner316@gmail.com	7-2013 (Filled an unexpired term)	1-2016
	3	Karen Farley 4400 Timber Crest Dr. (H) 512-309-4830 (C)512-560-9802 klbfarley@aol.com	2-2013	1-2016
	3	Leland Stevens P.O. Box 1038 (O) 352-6329 stevenscpa@sbcglobal.net	2-2013	1-2016

[illegible]



City of Taylor
Boards and Committee
Application

RECEIVED

JUL 24 2014

PLEASE TYPE OR PRINT CLEARLY:

Name ANN JONES-BALLARD

Address (Residence and Mailing)

905 George
TAYLOR, TX

How long at this residence? 8 yr

Phone (Home) N/A

Cell Phone 512-426-9553

Fax _____

Email annjones-ballard@ATT.net

Occupation Retired

~~Employer~~ TXDOT

Address _____

Work Phone _____

Business owner? ☐ Yes ☒ No

Additional information? TXDOT coworkers +

most I worked with are
no longer working. Jim Huse of R.R.
has moved to San Marcos.

List the Board or Commission you are applying for. A person may not be appointed by the City Council to serve on more than one board or commission simultaneously. (Does not apply to the Comprehensive Plan Implementation Committee.) If more than one, please list in order of priority for which you wish to be considered.) : P & Z Board

Please consider attending a committee meeting of interest to you prior to submitting your application.

Check the website at <http://www.taylortx.gov> for a complete roster of committee appointees.

List experience, training, skills or interests which you believe you could bring to this position. (Attach resume or additional pages if needed.)

Numerous years exp. in const offices. All types.

Fifteen years with TXDOT in Training Statewide

+ Human Resources. Experience in remodeling

w/ my husband. Approx two years at Rock Public Works

APPLICANTS FOR ZONING BOARD OF ADJUSTMENTS, PLANNING AND ZONING, BUILDING AND STANDARDS COMMISSION, AND PARKS AND RECREATION BOARD MUST BE A LEGAL RESIDENT OF THE UNITED STATES AND A VOTING RESIDENT WHO LIVES AND RESIDES* IN THE CITY OF TAYLOR. (*Effective 12/16/08. Residency requirement does not apply to the Moody Museum Board, Library Board, Main Street Advisory Board, Airport Board, or the TEDC. Change in residency status during term can result in termination of appointment.)

I hereby swear and affirm that the information provided above is true and correct

Signature Ann Jones Ballard Date 7/24/14



City of Taylor
Boards and Committees
Application

RECEIVED

NOV 24 2014

PLEASE TYPE OR PRINT CLEARLY:

Name ROBERT LOUIS (BOBBY) NAIVAR
Address (Residence and Mailing)
RES. 205 PINTAIL TAYLOR, TX
MAIL: PO BOX 531 TAYLOR, TX
How long at this residence? 3 YEARS
Phone (Home) _____
Cell Phone 512-657-0231
Fax _____
Email bnaivar58@hotmail.com

Occupation EXCAVATION - HEAVY EQUIP
Employer SELF EMPLOYED
Address PO BOX 531
1301 CR 452 TAYLOR, TX
Work Phone 512-657-0231
Business owner? ☒ Yes ☐ No
Additional information? I HAVE BEEN
IN BUSINESS FOR 30 YEARS

List the Board or Commission you are applying for. A person may not be appointed by the City Council to serve on more than one board or commission simultaneously. (Does not apply to the Comprehensive Plan Implementation Committee.) If more than one, please list in order of priority for which you wish to be considered.) : PLANNING & ZONING COMMISSION

Please consider attending a committee meeting of interest to you prior to submitting your application. Check the website at <http://www.taylortx.gov> for a complete roster of committee appointees.

List experience, training, skills or interests which you believe you could bring to this position. (Attach resume or additional pages if needed.)

I WAS BORN AND RAISED IN TAYLOR. I GRADUATED FROM
TEXAS A&M UNIVERSITY IN 1984 AND BEGAN MY EXCAVATION
BUSINESS SHORTLY THEREAFTER. I HAVE OPERATED A
SUCCESSFUL BUSINESS IN THE TAYLOR AREA FOR 30 YEARS.

APPLICANTS FOR ZONING BOARD OF ADJUSTMENTS, PLANNING AND ZONING, BUILDING AND STANDARDS COMMISSION, AND PARKS AND RECREATION BOARD MUST BE A LEGAL RESIDENT OF THE UNITED STATES AND A VOTING RESIDENT WHO LIVES AND RESIDES* IN THE CITY OF TAYLOR. (*Effective 12/16/08. Residency requirement does not apply to the Moody Museum Board, Library Board, Main Street Advisory Board, Airport Board, or the TEDC. Change in residency status during term can result in termination of appointment.)

I hereby swear and affirm that the information provided above is true and correct

Signature Robert Louis (Bobby) Navar Date 11/20/2014



City of Taylor

Boards and Committee Application

PLEASE TYPE OR PRINT CLEARLY:

Name	<u>Deanne Andersen</u>
Address (Residence and Mailing)	
	<u>518 West 2nd Street</u>
	<u>Taylor, TX 76574</u>
How long at this residence?	<u>1.5 months</u>
Phone (Home)	<u>512-309-5629</u>
Cell Phone	<u>512-955-4360</u>
Fax	<u>N/A</u>
Email	<u>deanneanderson@hotmail.com</u>

Occupation	<u>Owner/Manager -auto shop</u>
Employer	<u>Andersen Automotive</u>
Address	<u>518 West 2nd Street</u>
	<u>Taylor, TX 76574</u>
Work Phone	<u>512-309-5629</u>
Business owner?	☒ Yes ☐ No
Additional information?	<u></u>
	<u></u>
	<u></u>

List the Board or Commission you are applying for. A person may not be appointed by the City Council to serve on more than one board or commission simultaneously. (Does not apply to the Comprehensive Plan Implementation Committee.) If more than one, please list in order of priority for which you wish to be considered.) : Planning and Zoning Commission

Please consider attending a committee meeting of interest to you prior to submitting your application. Check the website at <http://www.taylortx.gov> for a complete roster of committee appointees.

List experience, training, skills or interests which you believe you could bring to this position. (Attach resume or additional pages if needed.)

I have served as board member for the Corpus Christi Area Chamber of Commerce, the Greater Houston
Area Chamber Commerce. I have held board positions including president of the Booster Club, PTA,
Fellowship of Christian Athletes, and many different boards for church.

APPLICANTS FOR ZONING BOARD OF ADJUSTMENTS, PLANNING AND ZONING, BUILDING AND STANDARDS COMMISSION, AND PARKS AND RECREATION BOARD MUST BE A LEGAL RESIDENT OF THE UNITED STATES AND A VOTING RESIDENT WHO LIVES AND RESIDES* IN THE CITY OF TAYLOR. (*Effective 12/16/08. Residency requirement does not apply to the Moody Museum Board, Library Board, Main Street Advisory Board, Airport Board, or the TEDC. Change in residency status during term can result in termination of appointment.)

I hereby swear and affirm that the information provided above is true and correct

Signature Deanne Andersen Date

DESCRIPTION OF BOARDS AND COMMISSIONS

Airport Board meets the fourth Tuesday at 5:30 pm each month and makes recommendations about the operations of the municipal airport and helps ensure that the airport meets the needs of the City and the air industry.

Animal Control Appeals Board and Shelter Advisory Committee meets quarterly and consists of a licensed veterinarian, a county or city official, a representative from an animal welfare organization, and an animal control shelter staff person.

Building & Standards Commission meets as needed to provide final interpretations concerning alleged violations of ordinances by upholding or overturning decisions made by the building officials. Members must be knowledgeable with the building, plumbing, mechanical, electrical and fire codes adopted by the city.

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Comprehensive Plan Implementation Committee has thirteen members appointed by Council to review the implementation status (Chapter 11) of the Taylor Comprehensive Plan twice a year.

Library Advisory Board meets the third Tuesday each month at 6pm and makes recommendations to the City Council regarding library operations and to help ensure that the Library meets the needs of the City.

Main Street Advisory Board meets the third Wednesday each month to carry out an annual action plan for implementation of a downtown revitalization program focused on: design/historic preservation, promotion, organization/management, and economic restructuring/development.

Moody Museum Advisory Board meets on the third Tuesday at 5:30 pm every other month and makes recommendations regarding the operation of the Moody Museum.

Parks and Recreation meets the third Wednesday at 6 pm to make recommendations to the City Council regarding sports and recreational programs, and facilities and helps ensure that they meet present and future needs.

Planning & Zoning Commission meets the second Tuesday at 6 pm and makes decisions regarding platting or replatting of land into subdivisions within the corporate limits and within the extraterritorial jurisdiction of the City and makes recommendations to the City Council regarding the regulations of the use of land, location of buildings, and the locations of businesses, in respect to their environments.

Taylor Economic Development Corporation (TEDC) meets at 4:30 pm once a month (usually the third Wednesday) and promotes, assists, and enhances economic development activities for the City.

Taylor Housing Authority meets on Tuesday afternoon and establishes policy and reviews operations of subsidized housing in Taylor. One member must be a Housing Authority resident.

Tree Advisory Committee meets quarterly on Tuesday at 6 pm to discuss beautification of the city through the planting and maintenance of trees and assist staff with the annual Arbor Day event.

Zoning Board of Adjustments meets on the first Tuesday of the month at 6 pm (or as needed) to hear and decide special exceptions to the zoning ordinance and rules on appeals. This board is autonomous.

Applications are public information. Incumbents whose terms expire are automatically considered for reappointment unless they indicate non-interest. Applications are kept on file for two (2) years from date of application.

Please complete and return to:

City Clerk, City of Taylor, 400 Porter St., Taylor, Texas 76574
(512) 352-3676 or (Fax) (512) 352-8255 or email Susan.brock@taylortx.gov



City of Taylor
Boards and Committee
Application

RECEIVED

JUL 08 2014

PLEASE TYPE OR PRINT CLEARLY:

Name MIKE EATON
Address (Residence and Mailing)
2200 MILKED DR.
TAYLOR TX. 76574
How long at this residence? 7 yrs.
Phone (Home) 512-365-1188
Cell Phone 512-801-5267
Fax _____
Email EATON.MIKE@ATT.NET

Occupation CONCRETE SALES
Employer TEXMIX CONCRETE
Address P.O. Box 830
LAKENOR TX. 78646-0830
Work Phone 512-759-1007
Business owner? ☐ Yes ☒ No
Additional information? _____

List the Board or Commission you are applying for. A person may not be appointed by the City Council to serve on more than one board or commission simultaneously. (Does not apply to the Comprehensive Plan Implementation Committee.) If more than one, please list in order of priority for which you wish to be considered.) : PLANNING & ZONING COMMISSION
Please consider attending a committee meeting of interest to you prior to submitting your application. Check the website at <http://www.taylortx.gov> for a complete roster of committee appointees.

List experience, training, skills or interests which you believe you could bring to this position. (Attach resume or additional pages if needed.)

JOB SUPT. ON MULTIPLE COMMERCIAL PROJECTS (16 yrs.)
PROJECT MGR. FOR CORNERSTONE DEVELOPMENTS (4 yrs)
SELF-EMPLOYED CONCRETE CONTRACTOR (8 yrs)
CONCRETE SALES (15 yrs.)

APPLICANTS FOR ZONING BOARD OF ADJUSTMENTS, PLANNING AND ZONING, BUILDING AND STANDARDS COMMISSION, AND PARKS AND RECREATION BOARD MUST BE A LEGAL RESIDENT OF THE UNITED STATES AND A VOTING RESIDENT WHO LIVES AND RESIDES* IN THE CITY OF TAYLOR. (*Effective 12/16/08. Residency requirement does not apply to the Moody Museum Board, Library Board, Main Street Advisory Board, Airport Board, or the TEDC. Change in residency status during term can result in termination of appointment.)

I hereby swear and affirm that the information provided above is true and correct

Signature

Mike Eaton

Date

7-7-14

BOARD	TERM (Yrs)	MEMBER	APPOINTED	EXPIRES
<u>Taylor Economic Development Corp (TEDC)</u>	3	Cecil Bowen	12-2013	1-2017
	3	D. Scott Green	12-2013	1-2016
	3	Kelly Cmerek	12-2013	1-2017
	3	Christine Lopez	1-2012	1-2015
	3	Clark Jackson	1-2012	1-2015



City of Taylor Boards and Committee Application

PLEASE TYPE OR PRINT CLEARLY:

Name <u>Christine Lopez</u>	Occupation <u>Bus. Owner</u>
Address (Residence and Mailing) <u>407 Rices Crossing Rd</u> <u>Taylor</u>	Employer _____
How long at this residence? <u>entire life</u>	Address _____
Phone (Home) <u>512-365-1651</u>	Work Phone _____
Cell Phone <u>512-517-1708</u>	Business owner? ☒ Yes ☐ No
Fax _____	Additional information? _____
Email <u>Cg4lopez@mindspring.com</u>	_____

List the Board or Commission you are applying for. A person may not be appointed by the City Council to serve on more than one board or commission simultaneously. (Does not apply to the Comprehensive Plan Implementation Committee.) If more than one, please list in order of priority for which you wish to be considered.) : TEDC

Please consider attending a committee meeting of interest to you prior to submitting your application. Check the website at <http://www.taylortx.gov> for a complete roster of committee appointees.

List experience, training, skills or interests which you believe you could bring to this position. (Attach resume or additional pages if needed.)

Business owner - 19 years (local)
12 years of community involvement/volunteerism
Fortune 500/Tech Industrial Experience - 33 yrs.
12 years experience - TEDC (Chair & vice-chair)

APPLICANTS FOR ZONING BOARD OF ADJUSTMENTS, PLANNING AND ZONING, BUILDING AND STANDARDS COMMISSION, AND PARKS AND RECREATION BOARD MUST BE A LEGAL RESIDENT OF THE UNITED STATES AND A VOTING RESIDENT WHO LIVES AND RESIDES* IN THE CITY OF TAYLOR. (*Effective 12/16/08. Residency requirement does not apply to the Moody Museum Board, Library Board, Main Street Advisory Board, Airport Board, or the TEDC. Change in residency status during term can result in termination of appointment.)

I hereby swear and affirm that the information provided above is true and correct

Signature

Christine Lopez

Date

1-10-15

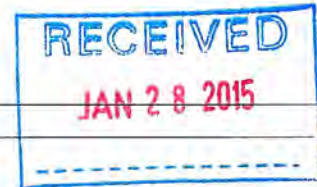


City of Taylor Boards and Committee Application

PLEASE TYPE OR PRINT CLEARLY:

Name	Clark L. Jackson
Address (Residence and Mailing)	1804 Lexington
How long at this residence?	40+years
Phone (Home)	(512) 365-3574
Cell Phone	
Fax	
Email	cnbjaxn@hotmail.com

Occupation	CPA
Employer	self
Address	1611 Old Granger Road, Taylor, Tx
Work Phone	512-352-5543
Business owner?	☒ Yes ☐ No
Additional information?	



List the Board or Commission you are applying for. A person may not be appointed by the City Council to serve on more than one board or commission simultaneously. (Does not apply to the Comprehensive Plan Implementation Committee.) If more than one, please list in order of priority for which you wish to be considered.) : _____ Taylor Economic Development Corporation

Please consider attending a committee meeting of interest to you prior to submitting your application. Check the website at <http://www.taylortx.gov> for a complete roster of committee appointees.

List experience, training, skills or interests which you believe you could bring to this position. (Attach resume or additional pages if needed.)

_____ Director, TEDC (presently)

_____ City Council (1984-1990) Mayor (1987-1990)

_____ Parks Board (early '90's)

_____ Main Street board (early '80's)

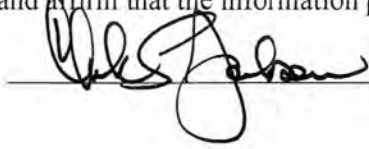
Other leadership positions: former President of Johns Community Hospital, Temple College at Taylor Foundation, Williamson County Literacy Council

APPLICANTS FOR ZONING BOARD OF ADJUSTMENTS, PLANNING AND ZONING, BUILDING AND STANDARDS COMMISSION, AND PARKS AND RECREATION BOARD MUST BE A LEGAL RESIDENT OF THE UNITED STATES AND A VOTING RESIDENT

WHO LIVES AND RESIDES* IN THE CITY OF TAYLOR. (**Effective 12/16/08. Residency requirement does not apply to the Moody Museum Board, Library Board, Main Street Advisory Board, Airport Board, or the TEDC. Change in residency status during term can result in termination of appointment.*)

I hereby swear and affirm that the information provided above is true and correct

Signature

A handwritten signature in black ink, appearing to be "W. S. Johnson", written over a horizontal line.

Date



City of Taylor

Boards and Committee Application

RECEIVED

JAN 28 2015

PLEASE TYPE OR PRINT CLEARLY:

Name **John M. McDonald**

Address (Residence and Mailing)

2405 Meadow Ln

Taylor, Tx. 76574

How long at this residence? **20 years**

Phone (Home) **(512) 365-3528**

Cell Phone **(512) 569-6247**

Fax _____

Email John_M_McDonald@hotmail.com

Occupation **Senior Application Developer**

Employer **Computer Sciences Corp, Inc.**

Address **200 West Cesar Chavez Street
Austin, Tx. 78701**

Work Phone **(512) 365-3528**

Business owner? ☐ Yes ☒ No

Additional information? _____

List the Board or Commission you are applying for. A person may not be appointed by the City Council to serve on more than one board or commission simultaneously. (Does not apply to the Comprehensive Plan Implementation Committee.) If more than one, please list in order of priority for which you wish to be considered.) : **Taylor Economic Development Corporation, TEDC**

Please consider attending a committee meeting of interest to you prior to submitting your application.

Check the website at <http://www.taylortx.gov> for a complete roster of committee appointees.

List experience, training, skills or interests which you believe you could bring to this position. (Attach resume or additional pages if needed.)

9 years Taylor City Council (two-time Mayor Pro-Tem). 5 ½ years Planning and Zoning Commission.

40 years investment experience, following world, national, & local business news, trends, & developments. I understand a balance sheet and can evaluate an earnings report.

Based upon wire & business reports and my own investigative skills, I determined the Taylor area was a prime candidate for the Tesla Gigafactory 6 weeks before it was first discussed in council executive session.

I believe the TEDC should be aggressive and fiduciary as possible to bring viable, new businesses to Taylor. Taylor has much work to do and I believe I have the skill set to help make economic develop occur.

APPLICANTS FOR ZONING BOARD OF ADJUSTMENTS, PLANNING AND ZONING, BUILDING AND STANDARDS COMMISSION, AND PARKS AND RECREATION BOARD MUST BE A LEGAL RESIDENT OF THE UNITED STATES AND A VOTING RESIDENT WHO LIVES AND RESIDES* IN THE CITY OF TAYLOR. (*Effective 12/16/08. Residency requirement does not apply to the Moody Museum Board, Library Board, Main Street Advisory Board,

Airport Board, or the TEDC. Change in residency status during term can result in termination of appointment.)

I hereby swear and affirm that the information provided above is true and correct

Signature John M. McDonald

Date January 26, 2015

NOV/24/2014/MON 04:50 PM Taylor Housing Auth

FAX No. 512 365 5464

P. 002



City of Taylor

Boards and Committee Application

RECEIVED

NOV 25 2014

PLEASE TYPE OR PRINT CLEARLY:

Name Ebay Green

Address (Residence and Mailing)
100 Twin Springs Rd.
Georgetown, TX 78633

How long at this residence? 9 years

Phone (Home) _____

Cell Phone (512) 940-5069

Fax (512) 365-5464

Email egreen@taylorha.org

Occupation Executive Director

Employer Taylor Housing Auth.

Address 311 E. 7th
Taylor, TX 76574

Work Phone (512) 352-3231 ext. 110

Business owner? ☐ Yes ☒ No

Additional information? _____

List the Board or Commission you are applying for. A person may not be appointed by the City Council to serve on more than one board or commission simultaneously. (Does not apply to the Comprehensive Plan Implementation Committee.) If more than one, please list in order of priority for which you wish to be considered.) : (1) Library (2) TEDC (3) Parks + Recreation

Please consider attending a committee meeting of interest to you prior to submitting your application. Check the website at <http://www.taylor.tx.gov> for a complete roster of committee appointees.

List experience, training, skills or interests which you believe you could bring to this position. (Attach resume or additional pages if needed.)

I have over 20 years experience working with public programs. I am a professional who works in Taylor, I have budgeting and accounting ^{experience} and I have a genuine interest in Taylor. I also hold a masters in ^{public administration}.

APPLICANTS FOR ZONING BOARD OF ADJUSTMENTS, PLANNING AND ZONING, BUILDING AND STANDARDS COMMISSION, AND PARKS AND RECREATION BOARD MUST BE A LEGAL RESIDENT OF THE UNITED STATES AND A VOTING RESIDENT WHO LIVES AND RESIDES* IN THE CITY OF TAYLOR. (*Effective 12/16/08. Residency requirement does not apply to the Moody Museum Board, Library Board, Main Street Advisory Board, Airport Board, or the TEDC. Change in residency status during term can result in termination of appointment.)

I hereby swear and affirm that the information provided above is true and correct

Signature

Ebay Green

Date

11/24/14

BOARD	TERM	MEMBER	APPOINTED	EXPIRES
Tree Advisory Board (est. 2012)		Vacant	10-2014	1-2016
		Brian Lawrence 8901 Amberglen Blvd, Apt. 23106 Austin, TX 78729 (C) 512-466-2164 (O) 846-2535 or 940-0799 Brian.sfa04@gmail.com	9-2012	1-2015
		Robert Lopez 2400 Cherrylawn (H) 365-1651 (C) 517-1708 clopez@blackstallionlawncare.com	9-2012	1-2015
		Bonnie Sladek 950 CR 365 (H) 352-3147	1-2014	1-2016
		Christi Stromberg 1721 CR 368 (H) 365-2522 (C) 512-461-7179 christistormberg@hotmail.com	1-2014	1-2016
		Vacant	11-2014 (New position)	1-2017
		Vacant	11-2014 New position)	1-2017



City of Taylor
Boards and Committee
Application

PLEASE TYPE OR PRINT CLEARLY:

Name Brian Lawrence
Address (Residence and Mailing)
109 Cortona Ln
GT, TX 78628
How long at this residence? 8 mo
Phone (Home) 512-466-2164
Cell Phone _____
Fax _____
Email brian.sfa04@gmail.com

Occupation Bonded Title Service
Employer Lawrence Auto Title
Address 409 Mallard Ln
Taylor, TX 76574
Work Phone 512-352-2788
Business owner? ☒ Yes ☐ No
Additional information? _____

List the Board or Commission you are applying for. A person may not be appointed by the City Council to serve on more than one board or commission simultaneously. (Does not apply to the Comprehensive Plan Implementation Committee.) If more than one, please list in order of priority for which you wish to be considered.) : Tree Advisory Committee
Please consider attending a committee meeting of interest to you prior to submitting your application. Check the website at <http://www.taylor.tx.gov> for a complete roster of committee appointees.

List experience, training, skills or interests which you believe you could bring to this position. (Attach resume or additional pages if needed.)

Certified Arborist

APPLICANTS FOR ZONING BOARD OF ADJUSTMENTS, PLANNING AND ZONING, BUILDING AND STANDARDS COMMISSION, AND PARKS AND RECREATION BOARD MUST BE A LEGAL RESIDENT OF THE UNITED STATES AND A VOTING RESIDENT WHO LIVES AND RESIDES* IN THE CITY OF TAYLOR. (*Effective 12/16/08. Residency requirement does not apply to the Moody Museum Board, Library Board, Main Street Advisory Board, Airport Board, or the TEDC. Change in residency status during term can result in termination of appointment.)

I hereby swear and affirm that the information provided above is true and correct.

Signature Brian Lawrence Date 1.8.14



City of Taylor Boards and Committee Application

PLEASE TYPE OR PRINT CLEARLY:

Name Robert Lopez
Address (Residence and Mailing)
407 Rices Crossing Rd
Taylor
How long at this residence? Entire Life
Phone (Home) 512-365-1651
Cell Phone 512-517-1708
Fax _____
Email cg4lopez@mindspring.com

Occupation Business Owner
Employer Black Stallion Lawn
mailing Care Service
Address _____
SAME
Work Phone SAME AS Cel
Business owner? ☒ Yes ☐ No
Additional information? _____

List the Board or Commission you are applying for. A person may not be appointed by the City Council to serve on more than one board or commission simultaneously. (Does not apply to the Comprehensive Plan Implementation Committee.) If more than one, please list in order of priority for which you wish to be considered.) : Tree Advisory

Please consider attending a committee meeting of interest to you prior to submitting your application. Check the website at <http://www.taylortx.gov> for a complete roster of committee appointees.

List experience, training, skills or interests which you believe you could bring to this position. (Attach resume or additional pages if needed.)

Professional Lawn Care & Landscaping experience. Company
provides services to residential & commercial customers.
Business is local and was established 1996. My years of
experience have proven to be a valuable asset to the board.

APPLICANTS FOR ZONING BOARD OF ADJUSTMENTS, PLANNING AND ZONING, BUILDING AND STANDARDS COMMISSION, AND PARKS AND RECREATION BOARD MUST BE A LEGAL RESIDENT OF THE UNITED STATES AND A VOTING RESIDENT WHO LIVES AND RESIDES* IN THE CITY OF TAYLOR. (*Effective 12/16/08. Residency requirement does not apply to the Moody Museum Board, Library Board, Main Street Advisory Board, Airport Board, or the TEDC. Change in residency status during term can result in termination of appointment.)

I hereby swear and affirm that the information provided above is true and correct

Signature

Robert Lopez

Date

1-9-15



City of Taylor Boards and Committee Application

PLEASE TYPE OR PRINT CLEARLY:

Name Erin Butler _____
Address (Residence and Mailing)
2401 CR 448 _____
Taylor, TX 76574 _____
How long at this residence? 2.5 years _____
Phone (Home) 512-431-4984 _____
Cell Phone 512-431-4984 _____
Fax _____
Email erintheaggie@gmail.com _____

Occupation _____ Landscape manager ER _____
Employer Clean Scapes, LP _____
Address 2631 Kramer Lane _____
Austin, TX 78758 _____
Work Phone 512-448-1094 _____
Business owner? ☐ Yes ☒ No
Additional information? _____

List the Board or Commission you are applying for. A person may not be appointed by the City Council to serve on more than one board or commission simultaneously. (Does not apply to the Comprehensive Plan Implementation Committee.) If more than one, please list in order of priority for which you wish to be considered.) :

_____ TreeAdvisory _____

Please consider attending a committee meeting of interest to you prior to submitting your application. Check the website at <http://www.taylortx.gov> for a complete roster of committee appointees.

List experience, training, skills or interests which you believe you could bring to this position. (Attach resume or additional pages if needed.)

I have a degree in horticulture from Texas A & M University and currently work in the commercial landscape industry. I have daily experience working with the licensed arborists at Clean Scapes with disease diagnosis, tree care and management. I work with property managers and owners to determine necessary action to improve health and appearance of the trees on their property. I bring a real world balance between heritage and necessary action where trees and landscapes are involved.

APPLICANTS FOR ZONING BOARD OF ADJUSTMENTS, PLANNING AND ZONING, BUILDING AND STANDARDS COMMISSION, AND PARKS AND RECREATION BOARD MUST BE A LEGAL RESIDENT OF THE UNITED STATES AND A VOTING RESIDENT WHO LIVES AND RESIDES* IN THE CITY OF TAYLOR. (*Effective 12/16/08. Residency requirement does not apply to the Moody Museum Board, Library Board, Main Street Advisory Board,

Airport Board, or the TEDC. Change in residency status during term can result in termination of appointment.)

I hereby swear and affirm that the information provided above is true and correct

Signature Erin Butler _____ Date
1/13/15 _____

BOARD	TERM (Yrs)	MEMBER	APPOINTED	EXPIRES
Zoning Board of Adjustment	2	Gayle Collins, Chairman 1114 Speegle (H) 352-7115 (C) 413-0256 1948.gigi.c@gmail.com	1-2014	1-2016
	2	Nancy Talley 1622 Tammi Lane (H) 512-365-5091 (C) 512-848-6258 netalley@sbcglobal.net	10-2013	1-2016
	2	John Sanford, Vice Chairman 800 Davis (H) 365-1000 pjsanford@earthlink.net	2-2013	1-2015
	2	Michael Aplin 4308 J.M. Cuba Dr. (H) 352-8885 (O) 239-1792 (C) 924-1138 mike.aplin@tceq.texas.gov	2-2013	1-2015
	2	Erwin Stauffer 804 Kirk (H) 512-365-6453 (C) 512-818-6297 estauffer@austin.rr.com	1-2014	1-2016
Alternate	2	vacant		1-2013
Alternate	2	vacant		1-2013
Alternate	2	vacant		1-2012

Comprehensive Plan Implementation Committee	MEMBER	APPOINTED	EXPIRES
Council Member District 1	Daniel Thomas 408 Mariposa Lane (H) 512-365-1350 (O) 512-239-5004 danielafc@yahoo.com	7/11	1/16
Council Member District 2	Daniel Philhower 1407 Sherry Drive (H) 512-352-6304 (C) 512-203-1893 dphilhower@txpta.org	2/13 Filled an unexpired term	1/15
Council Member District 3	Holly vanScoy 1606 Meadowlane (H) 512-309-4190 (C) 512-252-0985 academres@aol.com	6/13	1/15
Council Member District 4	Joel O'Shoney, Vice Chair 708 Vance 512- 658-0743 oshoneyj@yahoo.com	2/13	1/15
Council Member At Large	Rick Selin 2202 Gladnell (C) 512-422-2527 Rick_selin@hotmail.com	10/13	1/15
At Large Members	Jennifer Ramirez WCCHD 100 W 3 rd St Georgetown 78626 512- 943-3640 jramirez@wcchd.org	1/12	1/15
	Rhonda Killough 303 Velma (H) 512-352-8299 (C) 512-517-5520 Rhoda_pearl@hotmail.com	6/13	1/15
	Jim Hejl 309 Cherrywood 512-365-6890 jhejl@austin.rr.com	1/12	1/15
	Ed Komandosky, Chair 2207 Gladnell 512-365-7396 ekomandosky@austin.rr.com	3/11	1/16
	John Matthews 2006 Robin 512-567-4385 jmatthews@taylor.isd.tenet.edu	2/13	1/15
Resigned	Karen Farley 4400 Timber Crest Dr (C)512-560-9802 (H)512-309-4830 klbfarley@gmail.com	2/13	1/15
	Donna Frazier 1704 Carey Ave (C) 512- 965-0372 (H) 512-365-6154 donnafrrazier1704@gmail.com	7/11	1/16
	Thomas Martinez 2804 Greenlawn St (C) 512-922-0605 (H) 512-352-6364 president@taylorchamber.org	2/13	1/15

BOARD	TERM (Yrs)/APPTD by	MEMBER	APPOINTED	EXPIRES
PARKS & RECREATION	3 Dist 1	Hugh Shelton	2-2014 (Filled an unexpired term)	1-2015
	3 (Mayor/Dist. 1)	Kathleen Eason	3-2013	1-2016
	3 (Mayor/Dist 1)	Andrew Gonzales	3-2013	1-2016
	3 (Dist. 2)	Kenny Orts	2-2014	1-2017
	3 (Dist. 2)	H. Daniel Philhower	3-2013	1-2015
	3 (Dist. 3)	Matthew Temple	2-2014	1-2017
	3 (Dist. 3)	Stayci Roznovak-Burris	3-2013	1-2015
	3 (Dist.4)	David Morris	2-2014	1-2017
	3 (Dist. 4)	Lonnie Zycha	3-2013	1-2016
	3 (At Large)	Jennifer Jewitt	3-2013	1-2016
	3 (At Large)	Gary Gola	3-2013	1-2015
Student Representative	1	Maddie Ward	9-2013	9-2014

[illegible]



City of Taylor Boards and Committee Application

PLEASE TYPE OR PRINT CLEARLY:

Name Gary Gola
Address (Residence and Mailing)
1806 Cypress Cove
Taylor, TX 76574
How long at this residence? 26 years
Phone (Home) 512.365.1051
Cell Phone 512.771.2413
Fax _____
Email Gary@GolaRealtors.com

Occupation: Realtor/Broker
Employer: Self
Address: 105 W 4th, Taylor, TX 76574
Work Phone: 512.365.9548
Business owner? ☒ Yes ☐ No
Additional information? Owner of Cornerstone Real Estate, Inc.

List the Board or Commission you are applying for. A person may not be appointed by the City Council to serve on more than one board or commission simultaneously. (Does not apply to the Comprehensive Plan Implementation Committee.) If more than one, please list in order of priority for which you wish to be considered.) : Parks and Recreation Advisory Board

Please consider attending a committee meeting of interest to you prior to submitting your application. Check the website at <http://www.taylortx.gov> for a complete roster of committee appointees.

List experience, training, skills or interests which you believe you could bring to this position. (Attach resume or additional pages if needed.)

I have served on the Parks and Recreation Advisory board since 2009. Served as the Chair for the last two years and the Vice-Chair the two years prior to that.

APPLICANTS FOR ZONING BOARD OF ADJUSTMENTS, PLANNING AND ZONING, BUILDING AND STANDARDS COMMISSION, AND PARKS AND RECREATION BOARD MUST BE A LEGAL RESIDENT OF THE UNITED STATES AND A VOTING RESIDENT WHO LIVES AND RESIDES* IN THE CITY OF TAYLOR. (*Effective 12/16/08. Residency requirement does not apply to the Moody Museum Board, Library Board, Main Street Advisory Board, Airport Board, or the TEDC. Change in residency status during term can result in termination of appointment.)

I hereby swear and affirm that the information provided above is true and correct

Signature

Date

1/22/2015



City of Taylor
Boards and Committee
Application

RECEIVED

JAN 16 2015

PLEASE TYPE OR PRINT CLEARLY:

Name Stacy Roznovak Burris
Address (Residence and Mailing)
1105 Fowler Taylor Tx
40+ yrs family home moved
How long at this residence? back as owner
Aug. 2014
Phone (Home) _____
Cell Phone (512) 269-6080
Fax _____
Email _____

Occupation Teacher Science/PE
Employer St. Marys Catholic School
Address 520 Washburn St
Taylor Tx
Work Phone _____
Business owner? ☐ Yes ☒ No
Additional information? _____

List the Board or Commission you are applying for. A person may not be appointed by the City Council to serve on more than one board or commission simultaneously. (Does not apply to the Comprehensive Plan Implementation Committee.) If more than one, please list in order of priority for which you wish to be considered.) : PARKS Bd

Please consider attending a committee meeting of interest to you prior to submitting your application. Check the website at <http://www.taylortx.gov> for a complete roster of committee appointees.

List experience, training, skills or interests which you believe you could bring to this position. (Attach resume or additional pages if needed.)

Teaching for 20+ yrs, swimming instructor, coaching
Have been on Rec board 3 yrs and would like to
remain a member. - 100% perfect attendance
✓ see resume for more info.

APPLICANTS FOR ZONING BOARD OF ADJUSTMENTS, PLANNING AND ZONING, BUILDING AND STANDARDS COMMISSION, AND PARKS AND RECREATION BOARD MUST BE A LEGAL RESIDENT OF THE UNITED STATES AND A VOTING RESIDENT WHO LIVES AND RESIDES* IN THE CITY OF TAYLOR. (*Effective 12/16/08. Residency requirement does not apply to the Moody Museum Board, Library Board, Main Street Advisory Board, Airport Board, or the TEDC. Change in residency status during term can result in termination of appointment.)

I hereby swear and affirm that the information provided above is true and correct

Signature

Stacy Burris

Date

1-16-1969

Stayci Roznovak Burris

1105 Fowzwer
Taylor, Texas 76574
512-269-6080
stayciburris@yahoo.com

Education

Concordia University, Masters Texas Educational Administration August, 2012
Texas Woman's University, Masters of Science Specialization in Adapted Physical Education, August, 2000.
Texas A&M University, BS Kinesiology, December, 1994.
Blinn College, A. A. Degree, December, 1989.
Taylor High School, High Diploma, 1987

Professional Interests

Curriculum and leadership
Physical Education Methods
Foundations of Education
Activities for Physically challenged individuals and Adaptive Aquatics
Curriculum and Child Development
Health and Wellness Programs

Professional Licenses

Provisional Lifetime Teaching Certificate, State of Texas All-level Physical Education
Provisional Lifetime Teaching Certificate, State of Texas Secondary Physical Education
Provisional Lifetime Teaching Certificate, State of Texas Secondary Health
Standard Teaching Self Contained (grade 1-8); State of Texas 2003-2009

Experience

Educational

St. Mary's Catholic School Science teacher and Athletic Coordinator (2007-2014)
GISD Physical Education Teacher, Georgetown Texas, (2004-2007)
IISD Physical Education Teacher, Irving Texas, (1995-2004)
Northlake College testing center part-time
TISD Fifth Grade Teacher, Taylor Texas, (1994)

Other

City of Taylor Park and Recreation board (2012-present)
Swim Instructor and Adaptive Aquatics program summers (1987-present)
Extended School Enrichment Program Instructor, GISD (2004-2007)
Camp Director, Camp Aggieland, Texas A&M University, (1993)
Camp Instructor Camp Adventure, Texas A&M University, summers (1992-1994)
Special Olympics Coach, Irving Texas, 1994-2004

Selected Skills

Computer skills windows professional all programs
Budget and finance experience
Developed lesson plans on a wide range of topics and varying levels of academic ability
Work with emotional and physically challenged students in total inclusion program
Developed Wellness Programs for John Haley and AS Johnston Elementary, Irving Texas
Conduct parent-teacher conference and serve on GISD Sail Team.
GISD Prevention Team and School Coordinator for staff wellness program

Awards

ICE AWARD Irving Celebration of Excellence 2004
Lifetime membership PTA

Presentations and Profession Service

TAHPERD State Curriculum Framework 2007



City of Taylor
Boards and Committee
Application

RECEIVED

JAN 25 2013

RECEIVED

JAN 16 2015

STILL INTERESTED

PLEASE TYPE OR PRINT CLEARLY:

Name : Larry Levy

Address: 4008 Kings Canyon Dr. _____

City: Taylor, TX. 76574 _____

How long at this residence? 12 yrs _____

Phone (Home) : 512-269-7789 _____

Cell Phone _____

Fax : 888-680-1252 _____

Email : larry@ecorefrig.com _____

Occupation : HVAC R contractor

Employer : Eco Refrigeration

Address : P.O. Box 533 _____

City : Taylor, TX. 76574 _____

Work Phone : 512-269-7789 _____

Business owner? ☒ Yes ☐ No

Additional information? _____

List the Board or Commission you are applying for (A person may not be appointed by the City Council to serve on more than one board or commission simultaneously. (Does not apply to the Comprehensive Plan Implementation Committee.) If more than one, please list in order of priority for which you wish to be considered.) : **Parks & Recreation**

Please consider attending a committee meeting of interest to you prior to submitting your application. Check the website at <http://www.taylortx.gov> for a complete roster of committee appointees.

List experience, training, skills or interests which you believe you could bring to this position. (Attach resume or additional pages if needed.) I have daughters ages 10 and 11. I am very interested in seeing Taylor grow into a place where folks can not only visit, but stay in the area and support local businesses. Whether it be with great parks, remote control car track, biking, running events, etc. _____

APPLICANTS FOR ZONING BOARD OF ADJUSTMENTS, PLANNING AND ZONING, BUILDING AND STANDARDS COMMISSION, AND PARKS AND RECREATION BOARD MUST BE A LEGAL RESIDENT OF THE UNITED STATES AND A VOTING RESIDENT WHO LIVES AND RESIDES* IN THE CITY OF TAYLOR. (*Effective 12/16/08. Residency requirement does not apply to the Moody Museum Board, Library Board, Main Street Advisory Board, Airport Board, or the TEDC. Change in residency status during term can result in termination of appointment.)

I hereby swear and affirm that the information provided above is true and correct

Signature

Larry Levy

Date

1/25/13



City of Taylor
Boards and Committee
Application

RECEIVED

FEB 04 2015

PLEASE TYPE OR PRINT CLEARLY:

Name Larry Cmerck

Address (Residence and Mailing)

1003 Randall St.

Taylor TX

How long at this residence? 35 yrs

Phone (Home) 512-365-7151

Cell Phone -

Fax -

Email cmerck@sbcglobal.net

Occupation Retired (ATT)

Employer ATT

Address _____

Work Phone -

Business owner? ☐ Yes ☒ No

Additional information? _____

List the Board or Commission you are applying for. A person may not be appointed by the City Council to serve on more than one board or commission simultaneously. (Does not apply to the Comprehensive Plan Implementation Committee.) If more than one, please list in order of priority for which you wish to be considered.) : Parks & Recreation Advisory Board

Please consider attending a committee meeting of interest to you prior to submitting your application. Check the website at <http://www.taylortx.gov> for a complete roster of committee appointees.

List experience, training, skills or interests which you believe you could bring to this position. (Attach resume or additional pages if needed.)

See attachment

APPLICANTS FOR ZONING BOARD OF ADJUSTMENTS, PLANNING AND ZONING, BUILDING AND STANDARDS COMMISSION, AND PARKS AND RECREATION BOARD MUST BE A LEGAL RESIDENT OF THE UNITED STATES AND A VOTING RESIDENT WHO LIVES AND RESIDES* IN THE CITY OF TAYLOR. (*Effective 12/16/08. Residency requirement does not apply to the Moody Museum Board, Library Board, Main Street Advisory Board, Airport Board, or the TEDC. Change in residency status during term can result in termination of appointment.)

I hereby swear and affirm that the information provided above is true and correct

Signature

Date

02.03.2015

Knowledgeable with youth activities, fundraising, understanding financial policies (cost to gain), organizing and helping to put on events

Past volunteer and accomplishments pertaining to parks and recreation

Headed a joint project, between the Knights of Columbus and City of Taylor, to build 2 T-ball practice fields on K.C. property north of K.C. Hall, during Dan Mize's tenure.

Organized Soil Conservation to survey K.C. lot for leveling practice fields.

Ran 2-3 softball tournaments for Knights of Columbus fund raisers

Coached 6 year old T-ball thru 11 yr old little league baseball

Co-ran 3 men's softball tournaments

Played softball tournaments in Taylor and surrounding area

Ran Knights of Columbus free throw contest (national competition) 2 yrs during early 90s

Helped Kiwanis Youth Basketball, organized referees and score keepers, early 90s

Coached youth basketball

Refereed UIL high school basketball early 80s

Organized Taylors first youth soccer team, played in Round Rock league late 80s

Organized men's flag football team, played in Round Rock league

Ran TIF Day Tennis Tournament, 1yr, early 2000s

Gave tennis lessons at Murphy Park early 2000s

Played TIF tournament and area tennis tournaments

Built 2 mile running course at Thrall ISD, yr 2013

Coached junior high and high school cross country teams at Thrall ISD, 1 yr (2013-14)

Ran, still run, numerous 5 Ks in Taylor and surrounding area, 2010s

NOV/24/2014/MON 04:50 PM Taylor Housing Auth

FAX No. 512 365 5464

P. 002



City of Taylor

Boards and Committee Application

RECEIVED

NOV 25 2014

PLEASE TYPE OR PRINT CLEARLY:

Name Ebay Green

Address (Residence and Mailing)

100 Twin Springs Rd.
Georgetown, TX 78633

How long at this residence? 9 years

Phone (Home) _____

Cell Phone (512) 940-5069Fax (512) 365-5464Email egreen@taylorha.orgOccupation Executive DirectorEmployer Taylor Housing Auth.Address 311 E. 7thTaylor, TX 76574Work Phone (512) 352-3231 ext. 110Business owner? ☐ Yes ☒ No

Additional information? _____

List the Board or Commission you are applying for. A person may not be appointed by the City Council to serve on more than one board or commission simultaneously. (Does not apply to the Comprehensive Plan Implementation Committee.) If more than one, please list in order of priority for which you wish to be considered.) : (1) Library (2) TEDC (3) Parks + Recreation
Please consider attending a committee meeting of interest to you prior to submitting your application. Check the website at <http://www.taylortx.gov> for a complete roster of committee appointees.

List experience, training, skills or interests which you believe you could bring to this position. (Attach resume or additional pages if needed.)

I have over 20 years experience working with public programs. I am a professional who works in Taylor, I have budgeting and accounting ^{experience} and I have a genuine interest in Taylor. I also hold a masters in ^{public administration}.

APPLICANTS FOR ZONING BOARD OF ADJUSTMENTS, PLANNING AND ZONING, BUILDING AND STANDARDS COMMISSION, AND PARKS AND RECREATION BOARD MUST BE A LEGAL RESIDENT OF THE UNITED STATES AND A VOTING RESIDENT WHO LIVES AND RESIDES* IN THE CITY OF TAYLOR. (*Effective 12/16/08. Residency requirement does not apply to the Moody Museum Board, Library Board, Main Street Advisory Board, Airport Board, or the TEDC. Change in residency status during term can result in termination of appointment.)

I hereby swear and affirm that the information provided above is true and correct

Signature

Ebay Green

Date

11/24/14



City Council Meeting February 12, 2015 Agenda Item Transmittal

Agenda Item #: 18
Agenda Title: Establish guidelines and policies for budget preparation.
Council Action to be taken: No action required.
Initiating Department: Finance Department, City Management
Staff Contact: Rosemarie Dennis, Finance
Isaac D. Turner, City Management

1. INTRODUCTION/PURPOSE

The purpose of this item is to receive guidance and expectations from City Council, as staff moves forward with the FY2015-16 budget preparation.

2. DESCRIPTION/ JUSTIFICATION

These guidelines will be based on Council goals, anticipated revenues, desired levels of services, and capital needs. Below are some areas to begin dialogue with Council that will assist staff in the budgeting process.

- Street maintenance and reconstruction funding options
- Ad Valorem Tax Rate
- City Services
- Capital Improvement Plan Budget
- Facilities Assessment
- Timeline for budget due to Council (June)

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

6. REFERENCE FILES



***City Council Meeting
February 12, 2015
Agenda Item Transmittal***

Agenda Item #: 19

Agenda Title: Consider proposed future agenda topics and items for discussion.

Council Action to be taken: No action can be taken on this item

Initiating Department: City Council

Staff Contact: Mayor

1. INTRODUCTION/PURPOSE

Under this item, 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 since no specific items are listed for consideration. Staff will also be bringing potential agenda items before you at this time.

2. DESCRIPTION/ JUSTIFICATION

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

6. REFERENCE FILES

19a. [Continuous list](#)

Topics still to be addressed:

Gonzales:

- a city facilities assessment – Proposal requested from TASB
- cemetery streets addressed: added to the CIP
- bulk or reduced water rates for home owner associations: looking at tiered system to be brought to Council in January.

Ancira:

- requested a joint meeting or workshop with the TEDC Board after the new city manager is in place- Pending.
- Discuss CARTS and AMTRAK project update – Pending – Work in progress.
- Corridor signage – In committee pending branding efforts. Branding company selected and branding about to be underway.
- Add policy to Board Handbook regarding deadline for applications. Currently under revision and will be presented to Council at January meeting.
- Research railroad “quiet zone”: underway
- Water conservation efforts
- Municipal water project funding options
- Funding options for sidewalk maintenance and repair
- More detail in Sales Tax reports if possible
- Code Enforcement process review

Green:

- Consider a “vacant building fee” and guidelines for downtown Main Street properties; June 26 ; to be brought back at a later meeting for further discussion
- Update on way-finding and corridor signage: waiting for Main Street Board info
- Update on 7th Street Hospital property

Rydell:

- consideration of developing an in house street program to repair, fix and rebuild when possible: Street committee working on options.
- Developing historic preservation ordinances – In Progress – Main St Bd; Janetta McCoy
- review results of the TEEX Community Strategic Plan and begin to develop City plan June 26 meeting reviewed communications portion ; continue discussion in January.
- More diversity for board volunteers; Summit of leaders
- Decibel level for trains at Main and 2nd Street
- Sidewalks maintenance and repair



***City Council Meeting
February 12, 2015
Agenda Item Transmittal***

Agenda Item #: 20
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

20a. [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 February 12, 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:

- | | | |
|-------------------------------------|---------|---|
| ☒ | 551.071 | To consult with its attorney about pending or contemplated litigation; or a settlement offer; or regarding a matter in which the duty of the attorney to the City conflicts with the Open Meetings Act. |
| ☒ | 551.072 | To conduct deliberations regarding the purchase, exchange, lease, or value of real property. |
| ☐ | 551.074 | Regarding personnel matters |
| ☐ | 551.087 | Regarding economic development negotiations and considering financial or other incentives to a business prospect that the City seeks to have locate in or near the City of Taylor. |

Any action resulting from the Executive Session will be taken in Open Session immediately following the Executive Session.

2. BACK TO OPEN SESSION

The time is now _____ and we will reconvene into Open Session. No action or vote was taken on any matter discussed in Executive Session.

CERTIFICATION

As Mayor of the City of Taylor, I do hereby certify that this Agenda of an Executive Session of the City Council is a true and correct record of the proceedings.

WITNESS my hand this the 12th day of February, 2015.

Mayor



City Council Meeting February 12, 2015 Agenda Item Transmittal

Agenda Item #: 21
Agenda Title: Executive Session.
Council Action to be taken: Consult with Attorney
Initiating Department: City Administration
Staff Contact: Isaac D. Turner, City Manager
Phil Haag, Attorney

1. INTRODUCTION/PURPOSE

This Executive Session is called to consult with Attorney hired by the City.

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 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

20a. [Executive Session form](#)