

AGENDA

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

JANUARY 14, 2010, 6:00 P.M.

CALL TO ORDER AND DECLARE A QUORUM

INVOCATION

PLEDGE OF ALLEGIANCE

CITIZENS COMMUNICATION

(The City Council welcomes public comments on items not listed on the agenda. However, the Council cannot respond until the item is posted on a future meeting agenda.)

CONSENT AGENDA

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

1. Minutes for December 17, 2009. (Susan Brock)
2. Ordinance 2009-38 amending the Animal Control Ordinance. (Chief Straub)
3. Consider approving Annual report from the Taylor Tax Increment Finance District 1. (Bob vanTil)
4. Concur with preliminary financials for November, 2009. (Rosemarie Dennis)

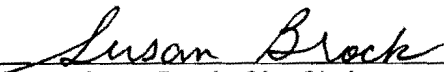
REGULAR AGENDA; REVIEW/DISCUSS AND CONSIDER ACTION

5. Proclamation: Martin Luther King, Jr. Day, January 18, 2010. (Reverend Watson will be receiving the proclamation)
6. Conduct Public Hearing regarding the establishment of a Municipal Drainage Utility System (MDUS). (Jim Dunaway; Casey Sledge)
7. Consider approving Ordinance 2009-32 creating a Municipal Drainage Utility System. (Jim Dunaway; Casey Sledge)
8. Conduct Public Hearing and consider introducing Ordinance 2010-1 to rezone property owned by D & R Associates, Inc. located in the vicinity of 500 and 512 W. Second St. also known as Lots 1 and 2 and a part of Lot 3(S/pt) and Lots 9-10 (E/pts), Block 61, City of Taylor, from Local Business (B-1) to General Business (B-2). (John Elsdon)
9. Consider extending contract with IESI, Inc. for one year for Solid Waste Collection services. (Danny Thomas)
10. Consider accepting ownership of road right of way from FM 397 to the Williamson County Events Center. (Danny Thomas)
11. Consider accepting public improvements for South Edmond Street paving and drainage improvement project. (Rosemarie Dennis)
12. Consider amending concession fees for the Taylor Regional Park and Sports Complex. (Danny Thomas; Mike Devito)
13. Consider introducing Ordinance 2010-2 amending Fee Ordinance to include a change to park concession fees and solid waste service fees. (Rosemarie Dennis)
14. Conduct Public Hearing and consider approving Resolution R10-1 authorizing a Small Community Grant application to the Texas Parks and Wildlife Department. (Bob vanTil)
15. Consider appointing a Chair to the Tax Increment Financing (TIF) District 1 Advisory Board. (Bob vanTil)
16. Consider reimbursement to Williamson County for relocation of waterline no U. S. Hwy 79 East. (Danny Thomas)

17. Executive Session I. The Taylor City Council will conduct a closed executive meeting pursuant to the provisions of the Open Meetings Law, Chapter 551, Government Code, 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 Alamo
 - Project Highland
18. Consider action from Executive Session.

ADJOURN

The Council may vote and/or act upon each of the items listed in this Agenda. The Council reserves the right to retire into executive session concerning any of the items listed on this Agenda, whenever it is considered necessary and legally justified under the Open Meetings Act. I certify that the notice of meeting was posted in the Taylor City Hall Lobby before 6:00 pm on January 11, 2010 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 Daily Press.

Posted By: 
Susan Brock, City Clerk



***City Council Meeting
January 14, 2010
Agenda Item Transmittal***

Agenda Item #: 1
Agenda Title: Minutes for December 17, 2009.
Council Action: Motion to approve 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, Government Code and in accordance with the authority contained in Section 551.021 and the City Charter, the "Minutes" of each City Council must be recorded, compiled and approved by the City Council in subsequent meetings. The purpose of this item is to conform to these legal requirements.

2. DESCRIPTION/ JUSTIFICATION

N/A

3. FINANCIAL/BUDGET

N/A

4. RECOMMENDATION

Approve as submitted or amend with changes noted.

5. REFERENCE FILES

1a. Minutes, December 17, 2009

The City Council of the City of Taylor met on December 17, 2009, at City Hall, 400 Porter St., Taylor, Texas. Mayor Hortenstine declared a quorum and called the meeting to order at 6:00 p.m. with the following present:

Mayor Pro Tem Ella Pumphrey Jez
Council Member Christopher Gonzales
Council Member Donald Hill
Council Member John McDonald

City Manager, Jim D. Dunaway
City Attorney, Ted Hejl
City Clerk, Susan Brock

INVOCATION

Danny Thomas led the group in prayer.

PLEDGE OF ALLEGIANCE

CITIZENS COMMUNICATION

Mr. Mark Frederick came forward to address the Council regarding Roberts Rules of Order.

CONSENT AGENDA

1. MINUTES FOR DECEMBER 10, 2009.
2. ORDINANCE 2009-35 REZONING PROPERTY AT 218 BURKETT STREET.

ORDINANCE 2009-35

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 LOT 6, BLOCK 50, ORIGINAL TOWNSITE OF THE CITY OF TAYLOR, LOCATED AT 218 BURKETT STREET, FROM LIGHT INDUSTRIAL (M-1) TO DOWNTOWN NEIGHBORHOOD (DN).

3. ORDINANCE 2009-36 VOLUNTARY ANNEXATION OF TISD PROPERTY.

ORDINANCE 2009-36

AN ORDINANCE OF THE CITY OF TAYLOR, TEXAS PROVIDING FOR THE VOLUNTARY ANNEXATION OF THE TRACT OF LAND HEREINAFTER MORE SPECIFICALLY DESCRIBED BY METES AND BOUNDS TO THE CITY OF TAYLOR, TEXAS FOR ALL MUNICIPAL PURPOSES; AND LOCATED WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF TAYLOR, TEXAS; PROVIDING FOR THE EXTENSION OF THE CORPORATE LIMITS OF THE CITY OF TAYLOR, TEXAS TO INCLUDE THE ANNEXED TRACT; PROVIDING FOR PARTIAL INVALIDITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR SAVINGS; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

Mayor Pro Tem Jez moved to approve the consent agenda as presented and Council Member Hill seconded the motion. VOTE: Five voted Aye. Motion passed.

REGULAR AGENDA – REVIEW/DISCUSS & CONSIDER/ACTION:

4. CONSIDER APPROVING ORDINANCE 2009-33 EXTENDING THE BOUNDARIES OF THE CITY OF TAYLOR, TEXAS AND THE ANNEXATION OF TERRITORY CONSISTING OF 1335.341 ACRES OF LAND LOCATED IN WILLIAMSON COUNTY, TEXAS BEING 622.552 ACRES SITUATED IN THE W. J. BAKER SURVEY AND THE J. PHARRASS SURVEY, AND 712.789 ACRES SITUATED IN THE P. COURSEY SURVEY AND THE H. PACE SURVEY.

Having cited the fact that two public hearings had already been held on this topic, Mayor Hortenstine did not invite any additional public input and asked Council if there was any further discussion. Hearing none, Council Member McDonald moved to approve Ordinance 2009-33 and Council Member Gonzales seconded the motion. VOTE: Five voted AYE. Motion passed.

ORDINANCE 2009-33

AN ORDINANCE OF THE CITY OF TAYLOR, TEXAS PROVIDING FOR THE ANNEXATION OF THE TRACT OF LAND HEREINAFTER MORE SPECIFICALLY DESCRIBED BY METES AND BOUNDS TO THE CITY OF TAYLOR, TEXAS FOR ALL MUNICIPAL PURPOSES; AND LOCATED WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF TAYLOR, TEXAS; PROVIDING FOR AN ANNEXATION SERVICE PLAN AND THE EXTENSION OF THE CORPORATE LIMITS OF THE CITY OF TAYLOR, TEXAS TO INCLUDE THE ANNEXED TRACT; PROVIDING FOR PARTIAL INVALIDITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR SAVINGS; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER OF THE CITY OF TAYLOR, TEXAS AND PROVIDING AN EFFECTIVE DATE.

(Mayor Pro Tem Jez recused herself prior to the next agenda item citing a conflict of interest as an owner of property being considered for annexation.)

5. CONSIDER APPROVING ORDINANCE 2009-34 EXTENDING THE BOUNDARIES OF THE CITY OF TAYLOR, TEXAS AND THE ANNEXATION OF 1,299.729 ACRES OF LAND LOCATED IN WILLIAMSON COUNTY, TEXAS BEING 899.336 ACRES IN THE P. COURSEY SURVEY, THE H. T. AND B.R.R.CO. SURVEY, THE T.B. LEE SURVEY, AND THE G. M. REESE SURVEY AND 400.393 ACRES IN THE J. C. EAVES SURVEY.

Mayor Hortenstine asked Council if there was any further discussion. Hearing none, Council Member Hill moved to approve Ordinance 2009-34 and Council Member McDonald seconded the motion. VOTE: Four voted AYE. Motion passed.

ORDINANCE 2009-34

AN ORDINANCE OF THE CITY OF TAYLOR, TEXAS PROVIDING FOR THE ANNEXATION OF THE TRACT OF LAND HEREINAFTER MORE SPECIFICALLY DESCRIBED BY METES AND BOUNDS TO THE CITY OF TAYLOR, TEXAS FOR ALL MUNICIPAL PURPOSES; AND LOCATED WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF TAYLOR, TEXAS; PROVIDING FOR AN ANNEXATION SERVICE PLAN AND THE EXTENSION OF THE CORPORATE LIMITS OF THE CITY OF TAYLOR, TEXAS TO INCLUDE THE ANNEXED TRACT; PROVIDING FOR PARTIAL INVALIDITY; PROVIDING FOR SEVERABILITY; PROVIDING

FOR SAVINGS; PROVIDING FOR ENGROSSMENT AND ENROLLMENT;
PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER OF THE
CITY OF TAYLOR, TEXAS AND PROVIDING AN EFFECTIVE DATE.

(The next two agenda items were taken out of order.)

7. CONSIDER AUTHORIZING THE CITY MANAGER TO SIGN DEVELOPMENT AGREEMENTS FOR PROPERTIES WITH AGRICULTURAL EXEMPTIONS AS DESCRIBED IN ORDINANCE 2009-34, AREAS C-3 AND A3-1.

Mr. Dunaway presented twenty nine developer agreements for approval as described in Ordinance 2009-34. These property owners had successfully submitted the appropriate paper work prior to the deadline and will not be included in the annexation service plan during the time the agreements are in place. Mr. Dunaway added that if the agreements are voided, these properties will be immediately added to the city territory. The agreements are for an initial period of fifteen years with two renewals.

Council Member Hill moved to approve the twenty nine developer agreements as presented and Council Member McDonald seconded the motion. VOTE: Four voted AYE. Motion passed.

(Mayor Pro Tem Jez rejoined the meeting after the vote.)

6. CONSIDER AUTHORIZING THE CITY MANAGER TO SIGN DEVELOPMENT AGREEMENTS FOR PROPERTIES WITH AGRICULTURAL EXEMPTIONS AS DESCRIBED IN ORDINANCE 2009-33, AREAS D-3 AND B-3.

Mr. Dunaway presented the remaining nineteen developer agreements for consideration in areas D3 and B3.

Council Member Gonzales moved to approve the nineteen developer agreements as presented and Council Member McDonald seconded the motion. VOTE: Five voted AYE. Motion passed.

8. EXECUTIVE SESSION. The Taylor City Council will hold a closed executive meeting pursuant to the provisions of the Open Meetings Law, Chapter 551, Government Code, in accordance with the authority contained in Section 551.074 to discuss personnel matters: City Manager, Jim Dunaway.

Having indicated a need for an Executive Session, Mayor Hortenstine adjourned into closed session at 6:15 p.m.

9. CONSIDER ACTION FROM EXECUTIVE SESSION.

Council returned to open session at 9:50 p.m. and Mayor Hortenstine stated that no action was taken during the Executive Session. He reconvened the meeting in open session and Council took no further action.

ADJOURN

With no further business; Mayor Hortenstine adjourned the meeting at 9:50 p.m.

Rod Hortenstine, Mayor

ATTEST:

Susan Brock, City Clerk



***City Council Meeting
January 14, 2010
Agenda Item Transmittal***

Agenda Item #: 2
Agenda Title: Approve Ordinance 2009-38 amending Animal Control Ordinance
Council Action to be taken: Aprrove
Initiating Department: Police/Animal Control
Staff Contact: Jeff Straub, Chief of Police

1. INTRODUCTION/PURPOSE

To approve Ordinance 2009-38 introduced at the December 10, 2009 Council meeting.

2. DESCRIPTION/ JUSTIFICATION

RECOMMENDED AMENDMENTS TO ANIMAL CONTROL ORDINANCE

Section 1. Definitions

2. Running at large - Changed to permit Trap and Neuter Return program.

Section 5. Registration; license

C. Recognizing that owner conduct and not the number of animals owned is the issue that needs to be controlled, this paragraph is deleted that had limited the total number of dogs/cats to four, allowing responsible pet owners to adopt and/or foster animals.

Section 20. Livestock.

B. Is amended to restrict the number of cows/horses only in a residential area (which was the initial intent of this section of the ordinance).

3. FINANCIAL/BUDGET

N/A

4. TIMELINE CONSIDERATIONS

N/A

5. RECOMMENDATION

Staff recommends approving Ordinance 2009-38.

6. REFERENCE FILES

2a. Ordinance 2009-38

ORDINANCE NO. 2009-38

AN ORDINANCE OF THE CITY OF TAYLOR, TEXAS, AMENDING ORDINANCE 2009-7, THE TAYLOR ANIMAL CONTROL ORDINANCE, BY AMENDING SECTION 1, DEFINITIONS BY ADDING TO THE DEFINITION OF RUNNING AT LARGE; DELETING SECTION 5. F; BY AMENDING SECTION 20 ALLOWING LIVESTOCK IN ZONING DISTRICTS RURAL/AGRICULTURAL (R-A); PROVIDING A SAVINGS CLAUSE.

WHEREAS, the Taylor City Council passed Animal Control Ordinance No. 2009-7 on February 12, 2009; and

WHEREAS, the City Council desires to amend Ordinance No. 2009-7, to change the following which is deemed to be in the best interest of the City of Taylor, Texas.

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

Section 1.

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

Section 2.

In Section 1, the definition of Running At Large is amended to read as follows:

"Running at Large" shall mean not completely confined by a building, wall or fence of sufficient strength or construction to restrain the animal, except when such animal is either on a leash, or held in the hands of the owner or keeper, or under direct supervision of the owner within the limits of the owner's private property. Any animal confined within an automobile or other vehicle shall not be deemed running at large. All feral cats that are fed as part of a Trap Neuter Return program shall not be deemed to be running at large.

Section 3.

Section 5.F of Ordinance 2009-7 is deleted.

Section 4.

Section 20. Livestock, paragraph B is amended to read as follows:

B. It shall be unlawful for any person to keep a cow or horse on any premises, the overall area of which is less than one-third of an acre for each cow or horse kept, or keep more of said animals than can be cared for under sanitary conditions. The total number of cows or horses permitted shall not exceed one adult per one-third acre for the first acre, and two adults per acre for each additional acre over two acres of a single tract of land. Notwithstanding anything stated herein to the contrary, this provision shall not apply to zoning district Rural/Agricultural (R-A).

Section 5.

If any article, paragraph, or part of a paragraph of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, the same shall not invalidate or impair the validity, force or effect of any other article, paragraph or part of a paragraph of this Ordinance which shall remain in full force and effect.

Section 6.

All other ordinances, parts of ordinances or resolutions in conflict with this Ordinance are hereby repealed to the extent of any such conflict.

Section 7.

In accordance with Article VIII, Section 1 of the City Charter, Ordinance No. 2009-38 was introduced before the Taylor City Council on the 10th day of December, 2009.

PASSED, APPROVED and ADOPTED on this the _____ day of _____, 2010.

Rod Hortenstine, Mayor

ATTEST:

Susan Brock, City Clerk

APPROVED AS TO FORM:

Ted W. Hejl, City Attorney

CERTIFICATE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

I, Susan Brock, being the current City Clerk of the City of Taylor, Texas, do hereby certify that the attached is a true and correct copy of Ordinance No. 2009-38, passed and approved by the City Council of the City of Taylor, Texas, on the _____ day of _____, 2009, and such Ordinance was duly introduced, passed, approved and adopted at meetings open to the public and notices of the meetings, giving the dates, places, and subject matter thereof, were posted as prescribed by Government Code Section 551.043.

Witness my hand and seal of office this the _____ day of _____, 2010.

Susan Brock
City Clerk



***City Council Meeting
January 14, 2010
Agenda Item Transmittal***

Agenda Item #: 3

Agenda Title: Consider approving Annual Report from the Taylor Tax Increment Finance District 1.

Council Action to be taken: Approve via consent agenda

Initiating Department: Community Development

Staff Contact: Bob van Til,
Director of Community Development

1. INTRODUCTION/PURPOSE

The purpose of this item is to ask the Council to approve the annual report prior to it's routing to the various taxing entities and the State Comptroller's Office.

2. DESCRIPTION/ JUSTIFICATION

The District was created in 2005 in response to one of the objectives in the 2004 Comprehensive Plan to generate funds for economic development in the Downtown area.

The City and the County both participate in the funding of the district. The funds generated are earmarked for public improvements in the district.

The previous two annual reports were prepared and routed without input from the TIF Advisory Board or the Council. However, in retrospect, the report needs to be reviewed by both the Board and Council before it is routed to ensure that all parties are aware of the performance of the fund. This will be the process from now on.

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

The TIF District #1 Advisory Board reviewed the report during their meeting on December 16, 2009 and recommended that the Council approve the report.

6. REFERENCE FILES

3a. 2009 TIF Annual Report

3b. TIF District 1 Map

TAYLOR TAX INCREMENT FINANCING DISTRICT #1

ANNUAL REPORT

SEPTEMBER 30, 2009

Prepared by:
Department of Community Development
The City of Taylor, Texas
www.taylortx.gov
512-352-5990

Legislative Requirements.

Section 311.016 of the Texas Tax Code Requires that prior to the 90th day following the last day of the City's fiscal year, the City must prepare and submit a report on the status of the Zone to the chief executive officer of each taxing entity that levies taxes in the Zone.

Distribution.

In accordance with this section the report will be distributed to:

City Manager of the City of Taylor,
Superintendent of the Taylor Independent School District,
Williamson County Judge
Texas Attorney General's Office
Texas Comptroller's Office

Extra copies will be provided to:

Taylor Economic Development Corporation,
Chamber of Commerce,
Taylor Daily Press.

Finally, the report will also be posted on the City's website.

Local legislative History of the District.

The Taylor Tax Increment Finance (TIF) District #1 was created by Ordinance 2005-9 on June 28, 2005. The Interlocal Agreement with Williamson County was finalized by the County Commissioners on October 25, 2005. The base year for the TIF District is January 1, 2005.

Geography and Map of the zone.

The zone consists of 128 acres. It is generally located in Taylor's Downtown area. However, approximately 40 percent of the district is south of the Union Pacific Rail Road.

A map of the District is attached as exhibit "A".

Governance.

The Taylor TIF District #1 is governed by an Advisory Board and the City Council. The Advisory Board consists of the Main Street Advisory Board and an appointee from both the Taylor Independent School District and the County.

The TIF District #1 Advisory Board is responsible for reviewing information and providing recommendations to the City Council.

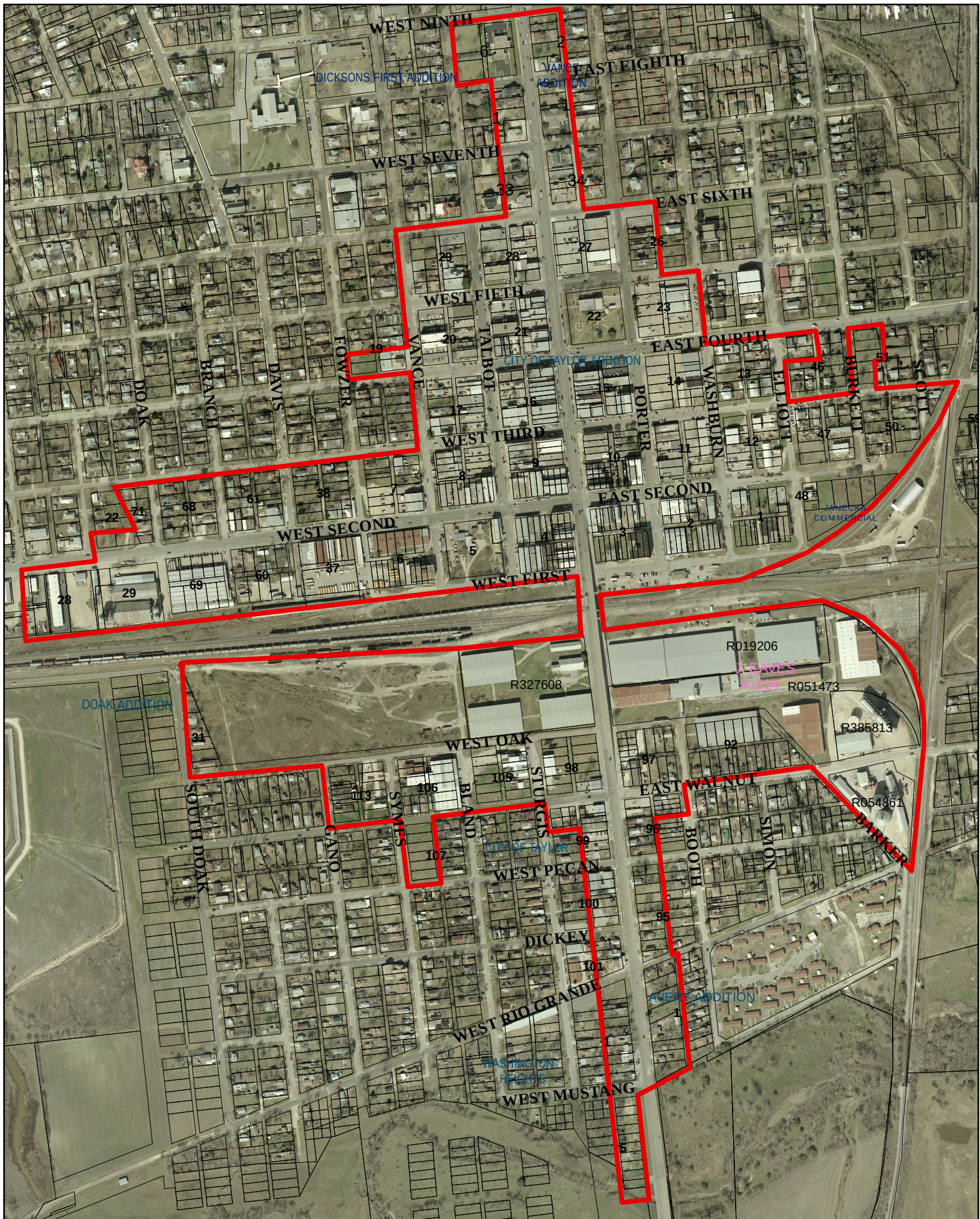
Financial Data.

Section 311.016 of the Texas Tax Code requires that the following information be provided to each taxing unit that collects taxes in the District:

1. The amount and source of revenues in the TIF fund. The District was created on January 1, 2005. The 2008 disbursement from the City was \$56,661 and the 2008 disbursement from the County was \$34,275. Including interest, the current balance of the TIF#1 fund is \$194,322.
2. The amount and purpose of expenditures from the TIF Fund. No expenditures have been made from the TIF Fund. However, the TIF Advisory Board recommended to the City Council and the City Council approved \$61,500 for the evaluation of the 1935 City Hall building as well as an update to the Downtown Master Plan as part of the Tenth Anniversary of the Taylor Main Street Program.
3. The amount of principal and interest due on outstanding bonded indebtedness. The Fund has no bonded indebtedness.
4. The tax increment base and current captured appraisal value retained by the zone. The January 1, 2005 initial tax base was \$24,550,177. The 2008 taxable value was \$29,688,793.
5. The captured appraisal value shared by the City and other taxing units, the total amount of tax increments received, and any additional information necessary to demonstrate compliance with the Tax Increment Financing Plan adopted by the City Council. No activity to report during this period.

Questions regarding this report should be directed to:

Mr. Bob van Til, AICP, CEcD
Director of Community Development
400 Porter Street
Taylor Texas 76574
bob.vantil@taylortx.gov
512-352-5990 x 16



TAYLOR TIF ZONE # 1



City Council Meeting January 14, 2010 Agenda Item Transmittal

Agenda Item #: 4

Agenda Title: Concur with Preliminary Financials for November, 2009.

Council Action to be taken: Approve by Motion

Initiating Department: Finance Department

Staff Contact: **Rosemarie Dennis**
Finance Director

1. INTRODUCTION/PURPOSE

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

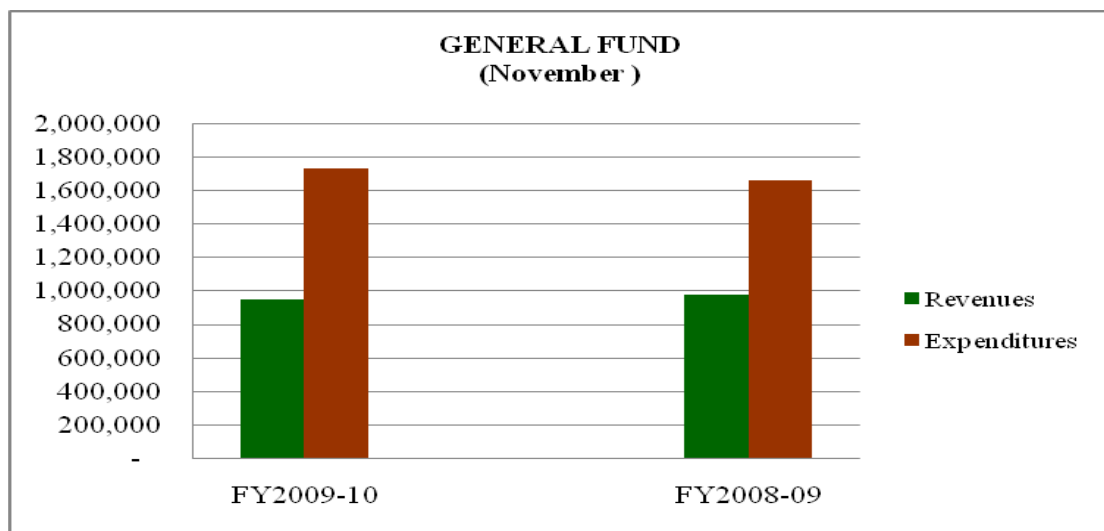
2. MONTHLY FINANCIAL REPORT

The reporting period covered for is the month of November 2009. The following provides a brief overview on the preliminary status and/or activity of the major funds or groups of funds as of November 30, 2009:

General Fund

- ❖ November revenues total \$949,029 down by \$27,127 from this same time last year. Revenues are at 9% to total budget which is 2.7% down from this same time last year.
- ❖ Sales Tax collections for the month were \$211,014, a decrease from the **estimated** amount by \$19,599 for the month of November. When compared to **actual** sales tax is down by \$24,206 or 10.2% for the month of November collections.
- ❖ Current Property Tax Collections is always slow during this time of year. Collections for the month of November came in at \$123,692, a decrease from this same last year of \$22,925 or 15.6%.
- ❖ Delinquent Property Tax with Penalty and Interest are at a negative \$1,636. This is due to the settlement between ERCOT and Williamson County Appraisal District which lowered that taxable value on two properties. As the result, the City refunded \$20,680.19 which had an impact on revenues for this category.
- ❖ Franchise Tax collected year-to-date totaled \$220,622 compared to \$203,015 this same time last year which is up by \$17,607 or 8.7%.

- ❖ Permits and Licenses are at \$20,292 up by \$4,521 or 2.9% compared to this same time last year.
- ❖ Charges for services are at \$124,880 which is up by \$30,900, higher than this same time year. Refuse collection charges attribute to the majority of the revenue in this category.
- ❖ Municipal Court Fines and fees were \$38,007 down by \$6,859 or 15.3% from this same time last year.
- ❖ All other miscellaneous revenue totaled \$38,039 which is down from this same time last year by \$3,523 or 8.5%.
- ❖ Year-to-date expenditures are at \$1,731,632 which is 16% to total budget. Compare to this same time last year up by \$68,664 in expenditures.
- ❖ The General Fund reflects a deficit of \$782,603 for the month of November. When compared to this same time last year the deficit was \$686,812. This is not unusual for the first couple of months of the new fiscal year to reflect a deficit balance. Revenues will pick-up during the December through February. No significant events have occurred in this fund. Staff will continue to monitor all of the operating funds every closely.



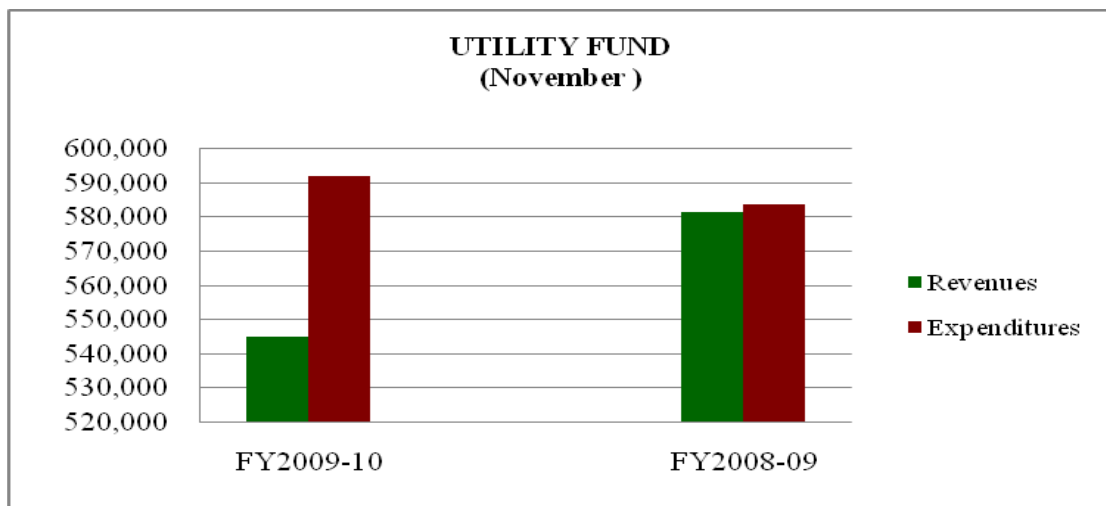
Special Revenue Funds

- ❖ Tax Increment Fund- shows a net deficit of \$5,932. Property Tax is posted to this fund at the end of the second quarter (March) and revenue from the County is not received until the third quarter. This is the first year that an expense is budgeted for in this fund. Approved is Komatsu contract for the old City Hall assessment in which the first payment was made in October.
- ❖ Hotel/Motel Fund-Revenues- Performing as expected.
- ❖ Texas Capital Fund- This is a pass through fund account. TCAT pays the City and the City in turn pays the State.
- ❖ Main Street Fund- shows a deficit of \$3,205. This fund is budgeted to reflect a deficit balance and taking from fund balance.
- ❖ Cemetery Land Purchase- Performing as expected.
- ❖ Municipal Court Security/Technology- Performing as expected.

- ❖ Library Grant/Donations- This fund will be adjusted due to carryovers from last fiscal year. Performing as expected.

Utility Fund

- ❖ The Utility Fund operating revenues total \$545,084 which is at 8% to total budget. When compared to last year at \$581,341, down by \$36,257. Water sales were down by 6% for the month of November.
- ❖ Total year-to-date expenditures are at \$592,041 which is up when compared this same time last by \$8,304 or 1.4%. However, expenditures are at 9% to total budget.
- ❖ The Utility Fund shows a net deficit of \$46,957 for the month of November. Again, this is not unusual for this fund to be in the deficit. This primarily due the accounting method that is used for reporting water and sewer sales.

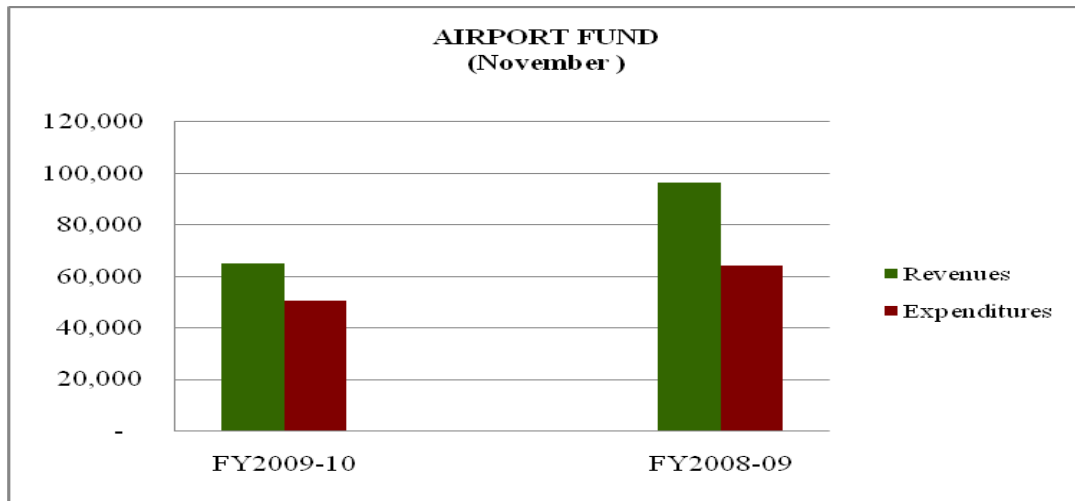


Utility Impact Fund

- ❖ The Utility Impact Fund shows a net profit of \$4,780 for the month of November with no expenditure activity.

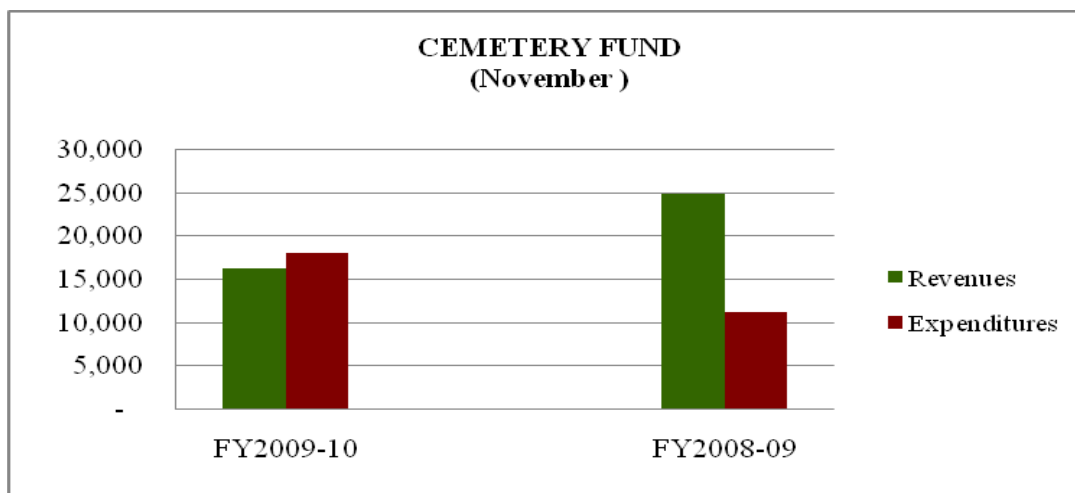
Airport Fund

- ❖ The Airport Fund operating revenues totaled \$64,903 which is down from this same time last year by \$31,664 or 32.7%. This due to the cost of fuel being down compared to last year. This has a direct impact on revenues and expenditures.
- ❖ Operating expenditures totaled \$50,412 down by \$6,895 or 10.7% when compared to last year. Overall, the Airport is showing a net profit (revenues over expenditures) of \$14,491 and performing as anticipated.



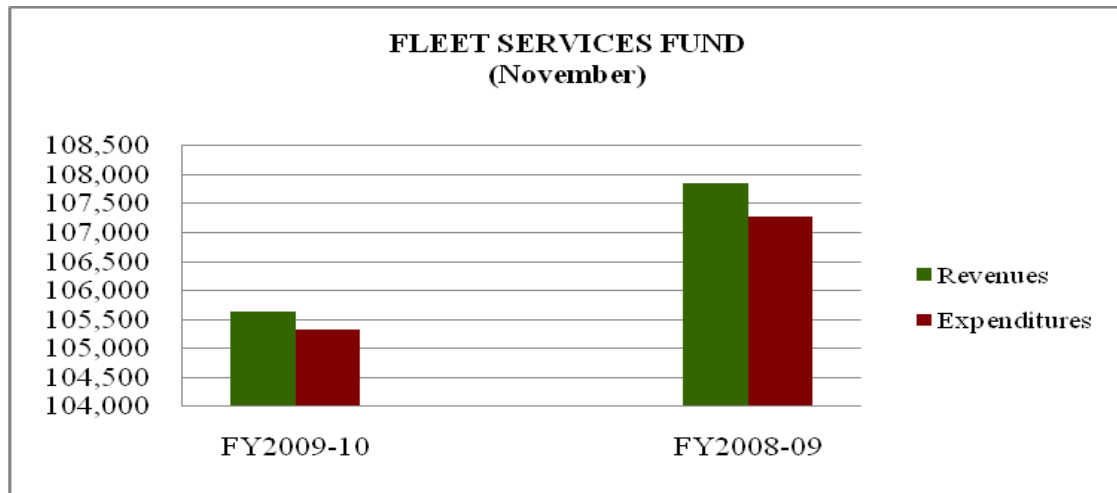
Cemetery Operating Fund

- ❖ The Cemetery Operating Fund shows a deficit of \$1,756. Revenues are at \$16,299 which is down by \$8,571 from this same time last year. One factor attributing to this deficit is those who are on payment plans for the purchase of a cemetery space. In which half of them who are on payment plans are delinquent on their accounts. Letters were sent out reminding them of their obligation and that they could lose their cemetery space back to the City. A deadline was given to the end month of December to contact the City. Expenditures are at \$18,055, up from this same time last year by \$6,895. The Cemetery was budgeted with expenditures over revenues.



Fleet Services Operating Fund

- ❖ The Fleet Service Operating Fund shows a net profit of \$298. This fund is operating as excepted. This is an internal fund; revenues are moved from the different funds as an expense for rental fees to off- set the expenses for repairs and maintenance to the City's vehicles and equipment.



Fleet Replacement Fund

- ❖ The Fleet Replacement Fund is performing as anticipated and shows a net deficit of \$10,250. This fund was budgeted with a deficit with the anticipation of taking from its fund balance.

3. REFERENCE FILES

4a. [Financials for November, 2009:](#)

- **Attachment A:** Preliminary summaries of the total amounts of revenue and expenditures for the month of November, 2009.
- **Attachment B:** Preliminary financials summaries of each on the operating funds and the special revenue funds. This shows annual budgeted amounts and the year-to-date figures for each fund by the major revenue and expenditures categories.
- **Attachment C:** Checks issued during the month of November, 2009.
- **Attachment D:** Balance sheets for each of the operating funds.
- **Attachment E:** Sales Tax Tracking Report.
- **Attachment F:** Current investments year to date.

11/30/09

Attachment A

Financial Summary

Attachment A

Summary Revenue/Expenditures
Preliminary Year-to-Date as of November 30, 2009

Operating Funds	Revenue		% Y-T-D	Expenditures		% Y-T-D	Difference
	Budget	Actual Y-T-D		Budget	Actual Y-T-D		
General Fund	\$ 10,646,871	\$ 949,029	9%	\$ 11,076,816	\$ 1,731,632	16%	\$ (782,603)
Special Revenue							
- Tax Increment Fund (TIF)	\$ 91,504	\$ 68	0%	\$ 61,500	\$ 6,000	10%	\$ (5,932)
- Hotel/Motel Tax	\$ 80,000	\$ 14,480	18%	\$ 60,000	\$ 9,735	16%	\$ 4,745
- Texas Capital Fund	\$ 25,021	\$ 4,170	17%	\$ 25,021	\$ 4,170	17%	\$ -
- Main St. Revenue	\$ 13,000	\$ 7,667	59%	\$ 18,500	\$ 10,872	59%	\$ (3,205)
- Cemetery Land Purchase	\$ 2,430	\$ 371	15%	\$ 0	\$ 0	0%	\$ 371
- Municipal Court Sec/Tech	\$ 17,500	\$ 2,276	13%	\$ 17,700	\$ 1,642	9%	\$ 634
- Library Grants/Donations	\$ 8,185	\$ 109	1%	\$ 8,185	\$ 2,324	28%	\$ (2,215)
Subtotal	\$ 237,640	\$ 29,141	12%	\$ 190,906	\$ 34,743	18%	\$ (5,602)
Utility Fund	\$ 6,544,666	\$ 545,084	8%	\$ 6,544,666	\$ 592,041	9%	\$ (46,957)
Utility Impact Fund	\$ 16,000	\$ 4,780	30%	\$ 0	\$ 0	0%	\$ 4,780
Airport Fund	\$ 456,670	\$ 64,903	14%	\$ 441,628	\$ 50,412	11%	\$ 14,491
Cemetery Op. Fund	\$ 155,100	\$ 16,299	11%	\$ 157,203	\$ 18,055	11%	\$ (1,756)
Fleet Service Operating Fund	\$ 620,740	\$ 105,627	17%	\$ 620,740	\$ 105,329	17%	\$ 298
Fleet Replacement Fund	\$ 46,225	\$ 1,955	4%	\$ 246,770	\$ 12,205	5%	\$ (10,250)
Total	\$ 18,723,912	\$ 1,716,818	9%	\$ 19,278,729	\$ 2,544,417	13%	\$ (827,599)

Attachment B

Financial Summaries by Fund

General Fund

Special Revenue Funds

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

Utility Fund

Utility Impact Fund

Airport Fund

Cemetery Operating Fund

Fleet Services Operating Fund

Fleet Replacement Fund

FINANCIAL STATEMENT

AS OF: NOVEMBER 30TH, 2009

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		7,694,408.00	372,978.86	723,795.23	9.41	0.00	6,970,612.77
320-PERMITS AND LICENSES		165,000.00	13,178.85	20,292.11	12.30	0.00	144,707.89
330-INTERGOVERNMENTAL REV		60,575.00	0.00	4,045.63	6.68	0.00	56,529.37
340-CHARGES FOR SERVICES		1,262,700.00	98,738.21	124,879.50	9.89	0.00	1,137,820.50
410-FINES AND FORFEITURES		322,500.00	20,877.15	38,007.58	11.79	0.00	284,492.42
420-ASSESSMENTS		17,000.00	288.50	1,428.74	8.40	0.00	15,571.26
430-USE OF MONEY AND PROP		205,900.00	441.11	32,453.67	15.76	0.00	173,446.33
440-DONATIONS FROM PRIVAT		13,000.00	3,166.50	3,191.48	24.55	0.00	9,808.52
450-INTERFUND OPERATING T		895,788.00	0.00	0.00	0.00	0.00	895,788.00
460-PROCEEDS GEN FIXED AS		10,000.00	935.00	935.00	9.35	0.00	9,065.00
470-PROCEEDS GEN LONG TER		0.00	0.00	0.00	0.00	0.00	0.00
*** TOTAL REVENUES ***		10,646,871.00	510,604.18	949,028.94	8.91	0.00	9,697,842.06
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
501-CITY MANAGEMENT/LEGAL		628,468.00	44,098.98	122,447.25	20.02	3,386.25	502,634.50
504-HUMAN RESOURCES		232,493.00	15,630.26	45,019.76	19.55	432.00	187,041.24
512-FINANCIAL SERVICES		429,708.00	47,007.49	95,730.74	22.28	0.00	333,977.26
516-MUNICIPAL COURT		214,537.00	16,154.10	40,127.14	18.70	0.00	174,409.86
522-C D - PLANNING & INSP		436,102.00	37,518.24	79,453.39	18.23	33.00	356,615.61
524-MAIN STREET PROGRAM		76,277.00	7,744.99	13,710.65	17.97	0.00	62,566.35
526-C D - RECREATION		95,179.00	1,500.62	3,161.86	3.32	0.00	92,017.14
527-C D - MOODY MUSEUM		9,090.00	279.67	572.09	6.29	0.00	8,517.91
532-PUBLIC LIBRARY		449,859.00	25,738.35	65,328.75	15.94	6,401.23	378,129.02
542-FIRE SUPPRESSION/EMER		1,753,178.00	119,518.71	270,844.27	15.33	(2,060.36)	1,484,394.09
552-POLICE FIELD SERVICES		2,657,013.00	174,490.35	415,986.30	15.78	3,383.93	2,237,642.77
558-ANIMAL CONTROL SECTIO		89,554.00	6,931.59	15,152.21	17.30	342.00	74,059.79
561-PUBLIC WORKS ADMINIST		145,420.00	10,565.19	23,395.99	16.09	0.00	122,024.01
563-STREET MAINTENANCE		1,894,000.00	136,243.52	285,108.49	15.05	0.00	1,608,891.51
564-PUBLIC WORKS GROUNDS		1,028,110.00	43,576.26	119,699.94	11.82	1,868.25	906,541.81
566-PUBLIC WORKS BLDG/EQU		312,917.00	31,722.51	63,027.53	20.94	2,500.00	247,389.47
573-ENGINEERING & INSPECT		185,509.00	25,825.87	47,516.05	25.61	0.00	137,992.95
575-ENGINEERING-I T DEPART		74,502.00	6,649.23	13,891.48	18.65	0.00	60,610.52
592-NON-DEPARTMENTAL		364,900.00	(5.54)	11,457.64	3.14	0.00	353,442.36
*** TOTAL EXPENDITURES ***		11,076,816.00	751,190.39	1,731,631.53	15.78	16,286.30	9,328,898.17
		=====	=====	=====	=====	=====	=====
*** TOTAL PROFIT / (LOSS) ***		(429,945.00)	(240,586.21)	(782,602.59)	185.81	(16,286.30)	368,943.89
		=====	=====	=====	=====	=====	=====

FINANCIAL STATEMENT

AS OF: NOVEMBER 30TH, 2009

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		55,959.00	0.00	0.00	0.00	0.00	55,959.00
330-INTERGOVERNMENTAL REV		34,645.00	0.00	0.00	0.00	0.00	34,645.00
430-USE OF MONEY AND PROP		900.00	33.74	68.30	7.59	0.00	831.70
*** TOTAL REVENUES ***		91,504.00	33.74	68.30	0.07	0.00	91,435.70
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
500-CONTRACT SERVICES		61,500.00	0.00	6,000.00	9.76	0.00	55,500.00
*** TOTAL EXPENDITURES ***		61,500.00	0.00	6,000.00	9.76	0.00	55,500.00
		=====	=====	=====	=====	=====	=====
*** TOTAL PROFIT / (LOSS) ***		30,004.00	33.74	(5,931.70)	19.77-	0.00	35,935.70
		=====	=====	=====	=====	=====	=====

FINANCIAL STATEMENT

AS OF: NOVEMBER 30TH, 2009

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		80,000.00	12,559.75	14,480.46	18.10	0.00	65,519.54
420-ASSESSMENTS		0.00	0.00	0.00	0.00	0.00	0.00
430-USE OF MONEY AND PROP		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
*** TOTAL REVENUES ***		80,000.00	12,559.75	14,480.46	18.10	0.00	65,519.54
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
612-HOTEL/MOTEL TAX		<u>60,000.00</u>	<u>9,735.35</u>	<u>9,735.35</u>	<u>16.23</u>	<u>0.00</u>	<u>50,264.65</u>
*** TOTAL EXPENDITURES ***		60,000.00	9,735.35	9,735.35	16.23	0.00	50,264.65
		=====	=====	=====	=====	=====	=====
*** TOTAL PROFIT / (LOSS) ***		20,000.00	2,824.40	4,745.11	23.73	0.00	15,254.89
		=====	=====	=====	=====	=====	=====

FINANCIAL STATEMENT

AS OF: NOVEMBER 30TH, 2009

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	25,021.00	2,085.05	4,170.10	16.67	0.00	20,850.90
***	TOTAL REVENUES ***	25,021.00	2,085.05	4,170.10	16.67	0.00	20,850.90
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
610-	LEASE PAYMENT T J C	25,021.00	2,085.05	4,170.10	16.67	0.00	20,850.90
***	TOTAL EXPENDITURES ***	25,021.00	2,085.05	4,170.10	16.67	0.00	20,850.90
		=====	=====	=====	=====	=====	=====
***	TOTAL PROFIT / (LOSS) ***	0.00	0.00	0.00	0.00	0.00	0.00
		=====	=====	=====	=====	=====	=====

FINANCIAL STATEMENT

AS OF: NOVEMBER 30TH, 2009

123-MAIN STREET REVENUE FUND

FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
--------	--------------	------------------	-------------------	-----------------	----------------	------------------	-------------------

REVENUE SUMMARY

330-INTERGOVERNMENTAL REV	0.00	0.00	0.00	0.00	0.00	0.00	0.00
430-USE OF MONEY AND PROP	0.00	0.00	0.00	0.00	0.00	0.00	0.00
440-DONATIONS FROM PRIVAT	<u>13,000.00</u>	<u>7,081.93</u>	<u>7,666.93</u>	<u>58.98</u>	<u>0.00</u>	<u>5,333.07</u>	
*** TOTAL REVENUES ***	13,000.00	7,081.93	7,666.93	58.98	0.00	5,333.07	
	=====	=====	=====	=====	=====	=====	

EXPENDITURE SUMMARY

615-CONTRIBUTE TO CIVIC P	<u>18,500.00</u>	<u>10,047.04</u>	<u>10,871.97</u>	<u>58.77</u>	<u>0.00</u>	<u>7,628.03</u>	
*** TOTAL EXPENDITURES ***	18,500.00	10,047.04	10,871.97	58.77	0.00	7,628.03	
	=====	=====	=====	=====	=====	=====	

*** TOTAL PROFIT / (LOSS) ***	{ 5,500.00}	{ 2,965.11}	{ 3,205.04}	58.27	0.00	{ 2,294.96}	
	=====	=====	=====	=====	=====	=====	

FINANCIAL STATEMENT

AS OF: NOVEMBER 30TH, 2009

124-CEMETERY LAND PURCHASES
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>							
430-USE OF MONEY AND PROP		0.00	0.00	0.00	0.00	0.00	0.00
460-PROCEEDS GEN FIXED AS		<u>2,430.00</u>	<u>277.14</u>	<u>371.44</u>	<u>15.29</u>	<u>0.00</u>	<u>2,058.56</u>
*** TOTAL REVENUES ***		2,430.00	277.14	371.44	15.29	0.00	2,058.56
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
*** TOTAL EXPENDITURES ***		0.00	0.00	0.00	0.00	0.00	0.00
		=====	=====	=====	=====	=====	=====
*** TOTAL PROFIT / (LOSS) ***		2,430.00	277.14	371.44	15.29	0.00	2,058.56
		=====	=====	=====	=====	=====	=====

FINANCIAL STATEMENT
AS OF: NOVEMBER 30TH, 2009

125-MUNICIPAL CRT SPECIAL FER
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		17,500.00	1,143.57	2,275.81	13.00	0.00	15,224.19
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 ***		17,500.00	1,143.57	2,275.81	13.00	0.00	15,224.19
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
625-MUNICIPAL COURT BLDG		5,000.00	0.00	0.00	0.00	0.00	5,000.00
626-MUNICIPAL COURT TECHN		<u>12,700.00</u>	<u>0.00</u>	<u>1,642.13</u>	<u>12.93</u>	<u>0.00</u>	<u>11,057.87</u>
*** TOTAL EXPENDITURES ***		17,700.00	0.00	1,642.13	9.28	0.00	16,057.87
		=====	=====	=====	=====	=====	=====
*** TOTAL PROFIT / (LOSS) ***		{ 200.00}	1,143.57	633.68	316.84-	0.00	{ 833.68}
		=====	=====	=====	=====	=====	=====

FINANCIAL STATEMENT

AS OF: NOVEMBER 30TH, 2009

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	8,000.00	0.00	0.00	0.00	0.00	8,000.00
430-	USE OF MONEY AND PROP	185.00	4.26	8.91	4.82	0.00	176.09
440-	DONATIONS FROM PRIVAT	0.00	0.00	100.00	0.00	0.00	(100.00)
***	TOTAL REVENUES ***	8,185.00	4.26	108.91	1.33	0.00	8,076.09

<u>EXPENDITURE SUMMARY</u>							
624-	LIBRARY	8,185.00	1,973.17	2,323.55	28.39	0.00	5,861.45
***	TOTAL EXPENDITURES ***	8,185.00	1,973.17	2,323.55	28.39	0.00	5,861.45

***	TOTAL PROFIT / (LOSS) ***	0.00	(1,968.91)	(2,214.64)	0.00	0.00	2,214.64

FINANCIAL STATEMENT

AS OF: NOVEMBER 30TH, 2009

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		6,425,666.00	441,289.15	539,731.74	8.40	0.00	5,885,934.26
420-ASSESSMENTS		17,000.00	640.00	1,080.00	6.35	0.00	15,920.00
430-USE OF MONEY AND PROP		99,000.00	1,860.93	4,203.86	4.25	0.00	94,796.14
460-PROCEEDS GEN FIXED AS		3,000.00	36.00	68.00	2.27	0.00	2,932.00
470-PROCEEDS GEN LONG TER		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
*** TOTAL REVENUES ***		6,544,666.00	443,826.08	545,083.60	8.33	0.00	5,999,582.40

<u>EXPENDITURE SUMMARY</u>							
701-UTILITIES ADMINISTRAT		1,622,297.00	122,665.20	253,993.14	15.66	0.00	1,368,303.86
706-WASTEWATER TREATMENT		609,492.00	53,911.10	92,722.62	15.21	0.00	516,769.38
708-UTILITY DISTRIBUTION/		1,589,456.00	129,008.18	236,400.42	20.37	87,438.42	1,265,617.16
709-UTILITIES NON-DEPARTM		<u>2,723,421.00</u>	<u>(217.38)</u>	<u>8,925.20</u>	<u>0.33</u>	<u>0.00</u>	<u>2,714,495.80</u>
*** TOTAL EXPENDITURES ***		6,544,666.00	305,367.10	592,041.38	10.38	87,438.42	5,865,186.20

*** TOTAL PROFIT / (LOSS) ***		0.00	138,458.98	(46,957.78)	0.00	(87,438.42)	134,396.20

FINANCIAL STATEMENT
AS OF: NOVEMBER 30TH, 2009

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	16,000.00	2,390.00	4,780.00	29.88	0.00	11,220.00
***	TOTAL REVENUES ***	16,000.00	2,390.00	4,780.00	29.88	0.00	11,220.00
=====							
<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) ***	16,000.00	2,390.00	4,780.00	29.88	0.00	11,220.00
=====							

FINANCIAL STATEMENT

AS OF: NOVEMBER 30TH, 2009

350-AIRPORT FUND
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL	CURRENT	Y-T-D	% OF	Y-T-D	BUDGET
		BUDGET	PERIOD	ACTUAL	BUDGET	ENCUMB.	BALANCE
<u>REVENUE SUMMARY</u>							
330-INTERGOVERNMENTAL REV		0.00	0.00	0.00	0.00	0.00	0.00
340-CHARGES FOR SERVICES		455,670.00	35,330.80	64,902.61	14.24	0.00	390,767.39
430-USE OF MONEY AND PROP		0.00	0.00	0.00	0.00	0.00	0.00
440-DONATIONS FROM PRIVAT		<u>1,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,000.00</u>
*** TOTAL REVENUES ***		456,670.00	35,330.80	64,902.61	14.21	0.00	391,767.39

<u>EXPENDITURE SUMMARY</u>							
732-AIRPORT OPERATIONS DE		<u>441,628.00</u>	<u>21,779.12</u>	<u>50,412.06</u>	<u>11.42</u>	<u>0.00</u>	<u>391,215.94</u>
*** TOTAL EXPENDITURES ***		441,628.00	21,779.12	50,412.06	11.42	0.00	391,215.94

*** TOTAL PROFIT / (LOSS) ***		15,042.00	13,551.68	14,490.55	96.33	0.00	551.45

FINANCIAL STATEMENT
AS OF: NOVEMBER 30TH, 2009

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		78,200.00	6,260.00	10,685.00	13.66	0.00	67,515.00
430-USE OF MONEY AND PROP		2,900.00	203.19	314.36	10.84	0.00	2,585.64
440-DONATIONS FROM PRIVAT		0.00	0.00	100.00	0.00	0.00	(100.00)
450-INTERFUND OPERATING T		30,000.00	0.00	0.00	0.00	0.00	30,000.00
460-PROCEEDS GEN FIXED AS		<u>44,000.00</u>	<u>3,879.95</u>	<u>5,200.09</u>	<u>11.82</u>	<u>0.00</u>	<u>38,799.91</u>
*** TOTAL REVENUES ***		155,100.00	10,343.14	16,299.45	10.51	0.00	138,800.55
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
761-CEMETERY OPERATING DE		<u>157,203.00</u>	<u>9,187.61</u>	<u>18,054.73</u>	<u>11.48</u>	<u>0.00</u>	<u>139,148.27</u>
*** TOTAL EXPENDITURES ***		157,203.00	9,187.61	18,054.73	11.48	0.00	139,148.27
		=====	=====	=====	=====	=====	=====
*** TOTAL PROFIT / (LOSS) ***		(2,103.00)	1,155.53	(1,755.28)	83.47	0.00	(347.72)
		=====	=====	=====	=====	=====	=====

FINANCIAL STATEMENT

AS OF: NOVEMBER 30TH, 2009

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	620,740.00	52,425.00	104,850.00	16.89	0.00	515,890.00
420-	ASSESSMENTS	0.00	0.00	776.60	0.00	0.00	(776.60)
430-	USE OF MONEY AND PROP	0.00	0.00	0.00	0.00	0.00	0.00
450-	INTERFUND OPERATING T	0.00	0.00	0.00	0.00	0.00	0.00
470-	PROCEEDS GEN LONG TER	0.00	0.00	0.00	0.00	0.00	0.00
***	TOTAL REVENUES ***	620,740.00	52,425.00	105,626.60	17.02	0.00	515,113.40
=====							
<u>EXPENDITURE SUMMARY</u>							
517-	FLEET SERVICES	620,740.00	41,708.56	105,328.96	19.74	17,178.63	498,232.41
***	TOTAL EXPENDITURES ***	620,740.00	41,708.56	105,328.96	19.74	17,178.63	498,232.41
=====							
***	TOTAL PROFIT / (LOSS) ***	0.00	10,716.44	297.64	0.00	(17,178.63)	16,880.99
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FINANCIAL STATEMENT

AS OF: NOVEMBER 30TH, 2009

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	46,225.00	(11,557.00)	0.00	0.00	0.00	46,225.00
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	1,955.00	1,955.00	0.00	0.00	(1,955.00)
470-	PROCEEDS GEN LONG TER	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
***	TOTAL REVENUES ***	46,225.00	(9,602.00)	1,955.00	4.23	0.00	44,270.00
=====							
<u>EXPENDITURE SUMMARY</u>							
518-	EQUIPMENT REPLACEMENT	<u>246,770.00</u>	<u>6,102.42</u>	<u>12,204.84</u>	<u>115.61</u>	<u>273,096.24</u>	<u>(38,531.08)</u>
***	TOTAL EXPENDITURES ***	246,770.00	6,102.42	12,204.84	115.61	273,096.24	(38,531.08)
=====							
***	TOTAL PROFIT / (LOSS) ***	(200,545.00)	(15,704.42)	(10,249.84)	141.29	(273,096.24)	82,801.08
=====							

11/30/09

Attachment C

COUNCIL REPORT CHECKS ISSUED IN NOVEMBER

PARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
N-DEPARTMENTAL	GENERAL FUND	AFLAC	11/19/09	OCTOBER AFLAC PREMIUMS	2,779.87
		CINCINNATI LIFE INS. CO.	11/19/09	LIFE INSURANCE PREMIUMS	73.66
		DILLMAN, ASHLEY E	11/13/09	CASE#0011252216	152.31
			11/25/09	CASE#0011252216	152.31
		GORDON, BRIDGET EILEEN	11/13/09	AG CASE#0010604452	112.15
			11/25/09	AG CASE#0010604452	112.15
		MISCELLANEDUS HOMERO GONZALES	11/19/09	PAVILLION DEPOSIT REFUND	75.00
		OMNIBASE SERVICES INC	11/05/09	3RD QTR ACT.2009(JULY,AUG,	338.27
		NATIONWIDE RETIREMENT SOL	11/13/09	EMPLOYEE CONTRIBUTIONS	877.47
			11/25/09	EMPLOYEE CONTRIBUTIONS	877.47
		PRE-PAID LEGAL SERVICES	11/19/09	PRE-PAID LEGAL PREMIUMS	363.65
		SCOTT & WHITE HEALTH PLAN	11/19/09	HEALTH INSURANCE PREMIUMS	16,510.07
			11/19/09	HEALTH INSURANCE PREMIUMS	908.14
		CITIZENS NATIONAL BANK	11/13/09	FEDERAL WITHHOLDING	17,793.37
			11/25/09	FEDERAL WITHHOLDING	17,722.70
			11/13/09	FICA CONTRIBUTIONS AND MAT	11,358.10
			11/25/09	FICA CONTRIBUTIONS AND MAT	11,407.49
			11/13/09	MEDICARE CONTRIB AND MATCH	2,656.33
			11/25/09	MEDICARE CONTRIB AND MATCH	2,667.85
		UNITED WAY OF WILLIAMSON COUNTY	11/13/09	EMPLOYEE CONTRIBUTIONS	20.00
			11/25/09	EMPLOYEE CONTRIBUTIONS	20.00
		UNUM LIFE INS CO OF AMERI	11/19/09	LIFE INSURANCE PREMIUMS	462.33
			11/19/09	LIFE INSURANCE PREMIUMS	0.00
		WMSN CO. TAX ASSESSOR/COLLECTOR	11/05/09	WMSN.CO./ERCOT REFUND 2006	7,706.89
		TAYLOR PROFESSIONAL FF AS	11/13/09	ACCT#1093137	404.00
		KOCH, JULIE	11/13/09	0011603334;AARON KOCH;07-2	240.00
			11/25/09	0011603334;AARON KOCH;07-2	240.00
		FRASER, VALERIE	11/13/09	AG#N008403017 CHRISTOPHER	235.10
			11/25/09	AG#N008403017 CHRISTOPHER	235.10
				TOTAL:	96,501.78
CITY MGMT&LEGAL SERV D GENERAL FUND		STANDARD COFFEE SERVICE CO	11/12/09	COFFEE	20.86
		ASSURANT EMPLOYEE BENEFITS	11/19/09	LTD INSURANCE PREMIUMS	53.12
		AT&T LONG DISTANCE	11/19/09	CITY MANAGEMENT	17.63
		DUNAWAY, JIMMIE D.	11/12/09	ANNUAL ICSC CONFERENCE /TR	115.14
			11/05/09	TRANSPORTATION(TML CONF.)	198.97
		JEANNE MARIE ELLIS	11/12/09	GRACEFUL IMPRESSIONS	6,450.00
		HEJL, TED W.	11/19/09	LEGAL SERVICES FOR OCTOBER	8,753.90
		MISCELLANEDUS ANNE MARIE PHILLIPS	11/12/09	ANNE MARIE PHILLIPS;	225.00
		ANNE PHILLIPS	11/19/09	ANNE PHILLIPS;	540.00
		ANNE MARIE PHILLIPS	11/19/09	ANNE MARIE PHILLIPS;	225.00
		VICTORY DESIGNS	11/05/09	ICSC BOOTH MATERIALS	716.63
		VICTORY DESIGNS	11/12/09	VICTORY DESIGNS;	116.56
		MICHAEL CRAIG'S MOBILE	11/12/09	MUSIC SERVICE/NEW PARK	175.00
			11/13/09	SOUND SYSTEM /PARK OPENING	150.00
		OFFICE DEPOT CORPORATION	11/12/09	TONER	81.60
		RELIABLE OFFICE SUPPLIES	11/05/09	CITY MGMT	20.43
		SCOTT & WHITE HEALTH PLAN	11/19/09	HEALTH INSURANCE PREMIUMS	422.42
		CITIZENS NATIONAL BANK	11/13/09	FICA CONTRIBUTIONS AND MAT	407.86
			11/25/09	FICA CONTRIBUTIONS AND MAT	376.86
			11/13/09	MEDICARE CONTRIB AND MATCH	95.39
			11/25/09	MEDICARE CONTRIB AND MATCH	88.14
		TAYLOR DAILY PRESS	11/12/09	ANNUAL SUBSCRIPTION	84.00
		TAYLOR OFFICE EQUIPMENT C	11/12/09	SERVICE AGREEMENT	22.50
		TEXAS MUNICIPAL CLRK ASSO	11/12/09	ANNUAL MEMBERSHIP (BROCK)	85.00
		WAL-MART BRC	11/12/09	COUNCIL WATER	15.92

PARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
		WILLIAM M. MCKAMIE, P.C.	11/12/09	LEGAL SVC. CENTERPOINT	2,155.86
				TOTAL:	21,613.79
MAN RESOURCES	GENERAL FUND	STANDARD COFFEE SERVICE CO	11/12/09	COFFEE	20.86
		ASSURANT EMPLOYEE BENEFITS	11/19/09	LTD INSURANCE PREMIUMS	42.34
		AT&T LONG DISTANCE	11/19/09	HUMAN RESOURCES	9.71
		DPS GEN SERVICES BUREAU	11/05/09	SEPT. CRIMINAL BKGRD. CHEC	8.00
		MARIACHCHIS DE JALISCO #3	11/19/09	EMP. APPR. 1/2 OF COST	552.21
		OFFICE DEPOT CORPORATION	11/12/09	ELECTRIC STAPLER/CHRIS G.	57.02
			11/05/09	ELECTRIC STAPLER CHRIS	57.02
			11/12/09	SIGN HERE LABEL/BOOKENDS/F	78.35
		RELIABLE OFFICE SUPPLIES	11/05/09	HUMAN RESOURCES	20.43
		THE ROCKDALE REPORTER	11/12/09	ADVERTISING/UTILITY CLERK	22.95
		SCOTT & WHITE HEALTH PLAN	11/19/09	HEALTH INSURANCE PREMIUMS	844.85
		CITIZENS NATIONAL BANK	11/13/09	FICA CONTRIBUTIONS AND MAT	314.77
			11/25/09	FICA CONTRIBUTIONS AND MAT	303.16
			11/13/09	MEDICARE CONTRIB AND MATCH	73.61
			11/25/09	MEDICARE CONTRIB AND MATCH	70.90
		TAYLOR DAILY PRESS	11/12/09	LABORER UTILITY CLERK	133.80
		TAYLOR OFFICE EQUIPMENT C	11/12/09	SERVICE AGREEMENT	22.50
		TMHRA	11/19/09	DUES FOR TMHRA	90.00
		WAL-MART BRC	11/19/09	DECORATIONS EMP. LUNCHEON	60.00
		WILLIAMSON COUNTY SUN	11/12/09	ADV. LABORER/UTILITY CLERK	130.60
		COMPLIANCE ASSOCIATES,LP	11/12/09	PRE-EMP. DRUG TESTING/OCTO	110.00
				TOTAL:	2,909.04
FINANCIAL SERVICES	GENERAL FUND	STANDARD COFFEE SERVICE CO	11/12/09	COFFEE	20.86
		ASSURANT EMPLOYEE BENEFITS	11/19/09	LTD INSURANCE PREMIUMS	65.62
		AT&T LONG DISTANCE	11/19/09	FINANCE DEPARTMENT	2.77
		BROCKWAY, GERSBACH, MCKINNON & NIEMEIE	11/12/09	INTERIM BILL AUDIT 09/30/0	5,500.00
		COAST TO COAST COMPUTER PRODUCTS, INC	11/05/09	PRINTER CARTRIDGES	834.00
		MCCALL, PARKHURST & HORTO	11/05/09	OUTSIDE PRINTING	395.63
			11/05/09	POSTAGE	37.82
		OFFICE DEPOT CORPORATION	11/19/09	COMPUTER PAPER	45.40
			11/12/09	TONER	124.29
		RELIABLE OFFICE SUPPLIES	11/05/09	FINANCE	20.43
		SCOTT & WHITE HEALTH PLAN	11/19/09	HEALTH INSURANCE PREMIUMS	1,689.71
		CITIZENS NATIONAL BANK	11/13/09	FICA CONTRIBUTIONS AND MAT	464.54
			11/25/09	FICA CONTRIBUTIONS AND MAT	464.54
			11/13/09	MEDICARE CONTRIB AND MATCH	108.65
			11/25/09	MEDICARE CONTRIB AND MATCH	108.65
		TAYLOR OFFICE EQUIPMENT C	11/12/09	SERVICE AGREEMENT	22.50
		VISA	11/05/09	POSTAGE LABELS	22.52
		V-QUEST OFFICE MACHINES & SUPPLIES, LT	11/12/09	FOLDERS	48.21
			11/12/09	PENCILS, TAPE	13.96
			11/12/09	INK CARTRIDGES	60.29
		WMEN CO. TAX ASSESSOR/COLLECTOR	11/12/09	COUNTY TAX COLLECTION FEES	1,718.56
				TOTAL:	11,768.95
MUNICIPAL COURT	GENERAL FUND	ASSURANT EMPLOYEE BENEFITS	11/19/09	LTD INSURANCE PREMIUMS	31.50
		AT&T LONG DISTANCE	11/19/09	MUNICIPAL COURT	36.53
		HEJL, TED W.	11/19/09	MUNICIPAL COURT LEGAL SVCS	1,875.00
		OFFICE DEPOT CORPORATION	11/05/09	OFFICE SUPPLIES/COURTS	619.18
		SCOTT & WHITE HEALTH PLAN	11/19/09	HEALTH INSURANCE PREMIUMS	736.26
		CITIZENS NATIONAL BANK	11/13/09	FICA CONTRIBUTIONS AND MAT	352.40
			11/25/09	FICA CONTRIBUTIONS AND MAT	319.30

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
			11/13/09	MEDICARE CONTRIB AND MATCH	82.41
			11/25/09	MEDICARE CONTRIB AND MATCH	74.67
		TAYLOR OFFICE EQUIPMENT C	11/12/09	SERVICE AGREEMENT	59.50
		ATMOS ENERGY	11/12/09	COURTS - GAS	9.26
			TOTAL:		4,196.01
D-PLANNING & INSPECT GENERAL FUND		STANDARD COFFEE SERVICE CO	11/12/09	COFFEE	20.86
		AFFORDABLE PLUMBING	11/05/09	CAP YARD LINE - 500 GRAVEL	155.00
		ASSURANT EMPLOYEE BENEFITS	11/19/09	LTD INSURANCE PREMIUMS	89.01
		AT&T LONG DISTANCE	11/19/09	COMM DEVELOPMENT	40.52
		MISCELLANEOUS JONNY KURTEN	11/12/09	JONNY KURTEN: PLUMBING CON	75.00
		MARTINEZ TRUCKIN AND EXCAVATION	11/19/09	DEMO & CLEAN 508 GAND	2,000.00
			11/19/09	DEMO & CLEAN 604 BLAND	2,200.00
		MVBA LAW FIRM	11/19/09	COLLECTIONS FEE 411 FOWZE	8.88
		OFFICE DEPOT CORPORATION	11/05/09	PKG OF LABELS	8.59
		RELIABLE OFFICE SUPPLIES	11/05/09	COMM. DEVELOPMENT	20.43
		SCOTT & WHITE HEALTH PLAN	11/19/09	HEALTH INSURANCE PREMIUMS	2,003.53
		CITIZENS NATIONAL BANK	11/13/09	FICA CONTRIBUTIONS AND MAT	631.94
			11/25/09	FICA CONTRIBUTIONS AND MAT	628.18
			11/13/09	MEDICARE CONTRIB AND MATCH	147.80
			11/25/09	MEDICARE CONTRIB AND MATCH	146.92
		GREG LADNER DBA:	11/05/09	MOW/CLEAN 411 FOWZER	65.00
			11/05/09	MOW/CLEAN 517 W. TENTH ST.	50.00
		TAYLOR DAILY PRESS	11/19/09	LEGAL NOTICE 119 ROYAL & 5	91.20
			11/12/09	PUB HEARING FOR ANNEXATION	36.80
			11/12/09	PUB HEARINGS FOR P&Z MTG 1	68.40
		TAYLOR OFFICE EQUIPMENT C	11/12/09	SERVICE AGREEMENT	22.50
		VISA	11/19/09	CHGS NOT ENTERED.	186.30
			11/05/09	TX TAG	40.00
			TOTAL:		8,736.86
IN STREET PROGRAM 00 GENERAL FUND		ASSURANT EMPLOYEE BENEFITS	11/19/09	LTD INSURANCE PREMIUMS	16.86
		AT&T LONG DISTANCE	11/19/09	CD-MAIN STREET	4.69
		MICHAEL CRAIG'S MOBILE	11/05/09	EXTRA SPEAKERS FOR REMOTE	50.00
		OFFICE DEPOT CORPORATION	11/05/09	LEGAL PADS	18.23
		SCOTT & WHITE HEALTH PLAN	11/19/09	HEALTH INSURANCE PREMIUMS	422.43
		CITIZENS NATIONAL BANK	11/13/09	FICA CONTRIBUTIONS AND MAT	137.38
			11/25/09	FICA CONTRIBUTIONS AND MAT	182.98
			11/13/09	MEDICARE CONTRIB AND MATCH	32.13
			11/25/09	MEDICARE CONTRIB AND MATCH	42.79
		TAYLOR OFFICE EQUIPMENT C	11/12/09	SERVICE AGREEMENT	22.50
		TEXAS DOWNTOWN ASSOC.	11/05/09	MEMBERSHIP RENEWAL	95.00
		VISA	11/05/09	LUNCH FRED SHELLY & JEAN	19.95
			11/05/09	TDA REGISTRATION	690.00
			TOTAL:		1,734.94
)-RECREATION	GENERAL FUND	AT&T LONG DISTANCE	11/19/09	CD-RECREATION	0.97
		MICHAEL CRAIG'S MOBILE	11/12/09	VETERANS PROGRAM	25.00
		CITIZENS NATIONAL BANK	11/13/09	FICA CONTRIBUTIONS AND MAT	37.99
			11/25/09	FICA CONTRIBUTIONS AND MAT	37.99
			11/13/09	MEDICARE CONTRIB AND MATCH	8.89
			11/25/09	MEDICARE CONTRIB AND MATCH	8.89
			TOTAL:		119.73
)-MOODY MUSEUM	GENERAL FUND	ATMOS ENERGY	11/12/09	MOODY	15.16
			TOTAL:		15.16

PARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
BLIC LIBRARY	GENERAL FUND	ASSURANT EMPLOYEE BENEFITS	11/19/09	LTD INSURANCE PREMIUMS	56.81
		AT&T LONG DISTANCE	11/19/09	LIBRARY	3.52
		DEMCO, INC.	11/19/09	DEMCO, INC.	218.52
		INGRAM BOOK COMPANY	11/12/09	BOOK PROCESSING FEE CREDIT	5.00-
			11/12/09	BOOK PROCESSING FEE CREDIT	7.60-
			11/12/09	Books	1,974.99
			11/12/09	INGRAM BOOK COMPANY	13.78
			11/05/09	Books	43.06
			11/19/09	Books	71.23
			11/19/09	Books	1,474.76
		OFFICE DEPOT CORPORATION	11/05/09	OFFICE DEPOT CORPORATION	148.78
			11/05/09		15.54
			11/05/09	OFFICE DEPOT CORPORATION	59.03
		RECORDED BOOKS, INC.	11/12/09	RECORDED BOOKS, INC.	99.00
			11/12/09	RECORDED BOOKS, INC.	297.00
		SCOTT & WHITE HEALTH PLAN	11/19/09	HEALTH INSURANCE PREMIUMS	2,112.13
		CITIZENS NATIONAL BANK	11/13/09	FICA CONTRIBUTIONS AND MAT	448.99
			11/25/09	FICA CONTRIBUTIONS AND MAT	446.06
			11/13/09	MEDICARE CONTRIB AND MATCH	105.01
			11/25/09	MEDICARE CONTRIB AND MATCH	104.32
		TAYLOR OFFICE EQUIPMENT C	11/12/09	SERVICE AGREEMENT	50.00
		ATMOS ENERGY	11/12/09	ATMOS ENERGY	44.35
		VANGUARD ID SYSTEMS INC.	11/12/09	VANGUARD ID SYSTEMS INC.	772.77
				TOTAL:	8,547.05
FIRE DEPARTMENT	GENERAL FUND	ASSURANT EMPLOYEE BENEFITS	11/19/09	LTD INSURANCE PREMIUMS	347.45
		AT&T LONG DISTANCE	11/19/09	FIRE DEPARTMENT	13.08
		USA MOBILITY WIRELESS, INC	11/12/09	PAGERS	39.50
		AMERICAN MESSAGING SRVICES , LLC	11/05/09	PAGERS	131.47
		BOUND TREE MEDICAL LLC	11/05/09	SLEEVES "GLOVES" FOR MED C	61.31
		FIRE CENTER, THE	11/05/09	REP./INSPE. OF BUNKER GEAR	2,034.30
			11/12/09	CLEANING GEAR 17 @ \$40	680.00
			11/12/09	INSPECTION GEAR 17 @ \$20	340.00
			11/12/09	CLEANING BOOTS 9 @ \$10	90.00
			11/12/09	INSPECTION BOOTS 9 @ \$10	90.00
			11/12/09	CLEANING HELMETS 8 @ \$20	160.00
			11/12/09	INSPECTION HELMETS 8 @ \$10	80.00
			11/12/09	PICK UP/DELIVER 64.2 M @ \$	51.36
			11/12/09	SHIFT TO SHIFT 10% OF TOTA	281.70
			11/12/09	COAT 0406030416 REPAIRS	210.00
			11/12/09	PANTS 0507002132 REPAIRS	273.00
			11/12/09	PANTS 2768525 REPAIRS	120.00
			11/12/09	COAT 2565707 REPAIRS	176.50
			11/12/09	PANTS 2626719 REPAIRS	87.00
			11/12/09	COAT 0507002128 REPAIRS	14.50
			11/12/09	PANTS 0507002131 REPAIRS	33.00
			11/12/09	PANTS 2650811 REPAIRS	183.25
			11/12/09	COAT 2650808 REPAIRS	70.75
			11/12/09	COAT 0905006881 REPAIRS	1.00
			11/12/09	COAT 0507002129 REPAIRS	6.13
			11/12/09	PANTS 0905006884 REPAIRS	11.00
			11/12/09	PANTS 0606012448 REPAIRS	79.75
			11/12/09	COAT 0606012446 REPAIRS	17.25
			11/12/09	COAT 0803007557 REPAIRS	5.50
			11/12/09	HELMET BIB10233 REPAIRS	13.00
			11/12/09	HELMET 660CF5Y REPAIRS	13.00

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
			11/12/09	CAIRNS HELMET REPAIRS	7.00
			11/12/09	BULLARD HELMET #203 REPAIR	2.00
			11/12/09	BULLARD HELMET #702 REPAIR	2.00
			11/12/09	CLEANING GEAR 14 @ \$40	560.00
			11/12/09	INSPECT GEAR 14 @ \$20	280.00
			11/12/09	CLEANING BOOTS 8 @ \$10	80.00
			11/12/09	INSPECT BOOTS 8 @ \$10	80.00
			11/12/09	CLEANING HELMETS 8 @ \$20	160.00
			11/12/09	INSPECT HELMETS 8 @ \$10	80.00
			11/12/09	PICK UP/DELIVERY 64.2 @ \$.	51.36
			11/12/09	SHIFT TO SHIFT 10% OF TOTA	198.34
			11/12/09	COAT 3055188 REPAIRS	27.50
			11/12/09	PANTS 3055xxx	116.00
			11/12/09	COAT 0507002127 REPAIRS	8.00
			11/12/09	COAT 2354866 REPAIRS	50.50
			11/12/09	COAT 0606012744 REPAIRS	23.25
			11/12/09	COAT 0506002133 REPAIRS	125.25
			11/12/09	PANTS 2726099 REPAIRS	77.25
			11/12/09	PANTS 0507002130 REPAIRS	72.25
			11/12/09	COAT 0506002133 REPAIRS	18.00
			11/12/09	COAT 0612007363 REPAIRS	2.50
			11/12/09	PANTS 0606012447 REPAIRS	13.50
			11/12/09	PANTS 0612007367 REPAIRS	33.50
			11/12/09	PANTS 0803007559 REPAIRS	74.50
			11/12/09	HELMET 660CFSY MFG3/02 REP	18.00
			11/12/09	HELMET 660CFSY MFG0707 REP	18.00
			11/12/09	HELMET 1002 MFG07/02 REPAI	7.00
			11/12/09	HELMET 1002 MFG10/02 REPAI	7.00
		MISCELLANEOUS 'HARRINGTON, INC'	11/05/09	HANDLE FOR TOOL BOX	44.74
		KERZEE, BOB	11/19/09	MEALS/TEXAS EMS CONFERENCE	105.00
		LIGHTHOUSE UNIFORM CO.	11/21/09	HONOR GUARD UNIFORM PKG	520.00
			11/21/09	SHIPPING & INSURANCE	178.40
		MOSS & MOSS INC. #7000	11/05/09	PARTS FOR TRUCK	12.36
		SCOTT & WHITE HEALTH PLAN	11/19/09	HEALTH INSURANCE PREMIUMS	10,983.15
		CITIZENS NATIONAL BANK	11/13/09	FICA CONTRIBUTIONS AND MAT	2,614.47
			11/25/09	FICA CONTRIBUTIONS AND MAT	2,523.89
			11/13/09	MEDICARE CONTRIB AND MATCH	611.44
			11/25/09	MEDICARE CONTRIB AND MATCH	590.25
		TAYLOR CLEANERS, INC.	11/05/09	HONOR GUARD UNIFORMS CLND	26.38
		ROBERT COPELAND DBA:	11/12/09	EXTING. CHGD. FOR GEMINI C	190.00
			11/12/09	EXTING CHGD GIRL SCOUT CLA	20.00
		TRACTOR SUPPLY COMPANY	11/05/09	ABSORBENT	49.90
		ATMOS ENERGY	11/12/09	GAS FD STATION 2	34.31
			11/12/09	GAS FD STATION 2	88.50
		VISA	11/05/09	KERZEE EMS CONFERENCE REG.	165.00
		WAL-MART BRC	11/12/09	LAUNDRY SOAP, REDSANTA STO	27.72
			11/05/09	CASE FOR FLAG POLES, ETC	21.00
			11/05/09	CANDY FOR SPOOKTACULAR	31.63
		DEAN THREADGILL DBA:	11/12/09	SHIP MED BAG FOR REPAIR	15.72
				TOTAL:	26,761.36
POLICE DEPARTMENT	GENERAL FUND	ASSURANT EMPLOYEE BENEFITS	11/19/09	LTD INSURANCE PREMIUMS	531.25
		AT&T LONG DISTANCE	11/19/09	POLICE DEPARTMENT	79.83
		AMERICAN MESSAGING SERVICES, LLC	11/05/09	PAGERS	18.50
		CGX TEXAS NEWSPAPERS, LP DBA:	11/12/09	STATESMAN ANNUAL SUBSCRIPT	275.60
		AVC VENDING, INC	11/05/09	OFFICE COFFEE SERVICE	70.00

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
			11/19/09	OFFICE COFFEE SERVICE	105.00
			11/19/09	OFFICE COFFEE SERVICE	40.00
		CENTEX MAILING SERVICE	11/19/09	GREEN TAG VIOLATION STICKE	200.00
		CLAWSON, DAVID	11/19/09	HOTEL EXPENSES	342.15
			11/19/09	MEAL REIMBURGEMENTS	120.00
		GLOBALSTAR USA	11/05/09	SATELLITE PHONE	57.48
		MISCELLANEOUS	11/12/09	DRUNK BUSTERS OF AMERI (6) IMPAIRMENT GOGGLES	514.00
		JOHNS COMMUNITY HOSPITAL	11/05/09	DWI BLOOD TESTING SERVICES	87.00
			11/12/09	DWI BLOOD TESTING SERVICES	87.00
		LONESTAR LINEN INC	11/05/09	LAUNDRY SERVICE OCT 2009	145.10
		MILLER UNIFORM & EMBLEMS	11/05/09	UNIFORMS - SGT DECHIARA	299.19
		OFFICE DEPOT CORPORATION	11/05/09	TONER	63.25
			11/05/09	BINDERS, TAPE, PADS, ETC.	177.42
			11/05/09	RECEIPT BOOKS & PACKING TA	35.87
			11/05/09	2010 CALENDARS	176.77
			11/05/09	CLASSIFICATION FOLDERS	74.20
			11/12/09	CANON ALL IN ONE PRINTER	98.99
			11/12/09	2010 CALENDAR BOOK	13.97
			11/12/09	(2) 2010 CALENDAR BOOKS	25.72
			11/12/09	TONER	43.60
			11/12/09	BATTERIES	71.42
			11/12/09	PHOTO PAPER, CD-R'S	112.25
			11/12/09	CANNED AIR	18.70
			11/19/09	POWER STRIPS	23.58
		SCOTT & WHITE HEALTH PLAN	11/19/09	HEALTH INSURANCE PREMIUMS	15,481.94
		CITIZENS NATIONAL BANK	11/13/09	FICA CONTRIBUTIONS AND MAT	3,851.44
			11/25/09	FICA CONTRIBUTIONS AND MAT	4,015.38
			11/13/09	MEDICARE CONTRIB AND MATCH	900.73
			11/25/09	MEDICARE CONTRIB AND MATCH	939.04
		TAYLOR OFFICE EQUIPMENT C	11/12/09	REPAIR 3900 DN PRINTER	204.76
			11/12/09	SERVICE AGREEMENT	99.00
		TIME WARNER CABLE	11/12/09	INTERNET SERVICE NOV 2009	172.00
		TRACTOR SUPPLY COMPANY	11/19/09	PEDAL KARTS	539.97
			11/19/09	PEDAL KARTS	599.97
		VISA	11/05/09	(2) APC UPS BACKUP BATTERI	56.22
		VITAL SIGNS INC	11/19/09	SHELTER CONTACT INFO SIGN	24.00
		WAL-MART BRC	11/05/09	OFFICE & HALLOWEEN SUPPLIE	287.36
				TOTAL:	31,079.65
ANIMAL CONTROL SECTION GENERAL FUND		ASSURANT EMPLOYEE BENEFITS	11/19/09	LTD INSURANCE PREMIUMS	11.43
		AT&T LONG DISTANCE	11/19/09	ANIMAL CONTROL	11.44
		J P COOKE CO	11/12/09	2010 ANIMAL REGISTRATION T	239.56
		GRAEF VETERINARY HOSPITAL	11/12/09	10-05-09 SPAY & RV	51.00
			11/12/09	10-07-09 MEDICATION	63.00
		MILLER UNIFORM & EMBLEMS	11/12/09	ACD/HD LAPEL PINS	52.12
		SCOTT & WHITE HEALTH PLAN	11/19/09	HEALTH INSURANCE PREMIUMS	422.42
		CITIZENS NATIONAL BANK	11/13/09	FICA CONTRIBUTIONS AND MAT	132.70
			11/25/09	FICA CONTRIBUTIONS AND MAT	105.08
			11/13/09	MEDICARE CONTRIB AND MATCH	31.03
			11/25/09	MEDICARE CONTRIB AND MATCH	24.57
		TAYLOR VETERINARY HOSPITA	11/12/09	10-12-09 (4) EUTHANASIA	120.00
			11/12/09	10-13-09 (1) EUTHANASIA	35.00
			11/12/09	10-14-09 (3) EUTHANASIA	105.00
		TRACTOR SUPPLY COMPANY	11/19/09	CAT LITTER	33.48
				TOTAL:	1,437.83

PARTNENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
PUBLIC WORKS ADMIN	GENERAL FUND	STANDARD COFFEE SERVICE CO	11/12/09	25.94	20.86
		ASSURANT EMPLOYEE BENEFITS	11/19/09	LTD INSURANCE PREMIUMS	35.10
		AT&T LONG DISTANCE	11/19/09	PUBLIC WORKS-352-3633	6.60
		OFFICE DEPOT CORPORATION	11/05/09	WIRELESS MOUSE	23.14
		SCOTT & WHITE HEALTH PLAN	11/19/09	HEALTH INSURANCE PREMIUMS	844.86
		CITIZENS NATIONAL BANK	11/13/09	FICA CONTRIBUTIONS AND MAT	260.88
			11/25/09	FICA CONTRIBUTIONS AND MAT	268.82
			11/13/09	MEDICARE CONTRIB AND MATCH	61.01
			11/25/09	MEDICARE CONTRIB AND MATCH	62.87
		TAYLOR OFFICE EQUIPMENT C	11/12/09	SERVICE AGREEMENT	22.50
				TOTAL:	1,606.64
STREET MAINTENANCE	GENERAL FUND	ASSURANT EMPLOYEE BENEFITS	11/19/09	LTD INSURANCE PREMIUMS	78.72
		AT&T LONG DISTANCE	11/19/09	STREET DEPARTMENT	15.81
		AMERICAN MESSAGING SRVICES , LLC	11/05/09	PAGERS	31.50
		AMERIPRIDE SERVICES	11/05/09	STREET/UNIFORMS C767807	31.50
			11/12/09	STREET/UNIFORMS C768803	31.50
			11/19/09	STREET/UNIFORMS C769804	31.50
		IESI TX	11/12/09	RESIDENTIAL	52,860.78
			11/12/09	FRONTLOAD	35,896.24
			11/12/09	COMMERCIAL	3,595.24
		MOSS & MOSS INC. #4000	11/05/09	ST/BARRICADE REPAIR 66513	33.06
			11/05/09	SPOOKTACULAR/SIGN INS-HAR6	31.98
		NEWMAN SIGNS, INC.	11/05/09	STREET SIGNS 0214630	70.05
			11/05/09	STREET/SIGNS TI0214906	112.64
			11/19/09	STREET NAME SIGNS 0215581	49.00
		SCOTT & WHITE HEALTH PLAN	11/19/09	HEALTH INSURANCE PREMIUMS	2,534.55
		CITIZENS NATIONAL BANK	11/13/09	FICA CONTRIBUTIONS AND MAT	537.44
			11/25/09	FICA CONTRIBUTIONS AND MAT	541.88
			11/13/09	MEDICARE CONTRIB AND MATCH	125.70
			11/25/09	MEDICARE CONTRIB AND MATCH	126.73
		TAYLOR DAILY PRESS	11/12/09	ST/ANNUAL NEWSPAPER SUB103	84.00
		TAYLOR OFFICE EQUIPMENT C	11/12/09	SERVICE AGREEMENT	22.00
		ATMOS ENERGY	11/19/09	1424 N MAIN/GAS USAGE 1104	29.33
		VISA	11/19/09	DOMINO'S/TAX CHRGS	8.90
				TOTAL:	96,880.05
GROUNDS MAINT DIVISION	GENERAL FUND	STANDARD COFFEE SERVICE CO	11/19/09	MONTHLY COFFEE SERVICE 422	54.67
		ASSURANT EMPLOYEE BENEFITS	11/19/09	LTD INSURANCE PREMIUMS	73.75
		AMERICAN MESSAGING SRVICES , LLC	11/05/09	PAGERS	18.00
		AMERIPRIDE SERVICES	11/05/09	PARKS/UNIFORMS C767808	33.00
			11/12/09	PARKS/UNIFORMS C768804	33.00
			11/19/09	PARKS/UNIFORMS C769805	33.00
		JIM McNABB INC DBA: ART	11/05/09	CEM/HOUR SIGNS 16207	330.00
		R LOPEZ ENTERPRISES INC	11/05/09	AQUATICS/GROUNDS MAINT 792	449.40
			11/05/09	HERITAGE/GROUNDS MAINT 792	702.19
			11/05/09	MOODY/GROUNDS MAINT 7927	446.31
			11/05/09	PD/GROUNDS MAINT 7928	387.61
		CHOATE USA	11/05/09	1 CONDIT,1 DRY AGT 180738	663.00
		ALTIVIA	11/05/09	MURPHY PL/ALGAE PREV 16139	285.12
			11/05/09	MURPHY PL/CHYPO,C ACID1613	275.00
			11/05/09	MURPHY PL/SOD BI CARB 1613	179.94
			11/19/09	MURPHY PL/CONNECT,FERR 161	332.48
			11/05/09	MURPHY PL/SULFURIC ACID 16	152.59
			11/19/09	MURPHY PL/SULFURIC ACID 16	152.59
			11/19/09	MURPHY PL/SOD HYPO 163214	265.74

PARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
			11/19/09	MURPHY PL/REF INV 161489 1	317.04-
		CONSTRUCTION RENT-A-FENCE	11/05/09	MURPHY PK/FENCE REP 43877	12.99
		EVINS TEMPORARIES, INC.	11/05/09	PKS/3 TEMPS10/19-10/23 114	1,458.00
			11/19/09	PKS/3 TEMPS10/26-10/30 114	1,312.20
			11/19/09	PKS/3 TEMPS 11/2-11/6 1145	1,409.40
		HOME DEPOT CREDIT SERVICES	11/19/09	TRPSC/MULCH 1185444	123.20
		MISCELLANEOUS "CNTRAL TX LAKE", "	11/19/09	TRPSC/FOUNTAIN REP 443	439.00
		LINCOLN POOL EQUIPMENT	11/19/09	MURPHY PL/PUMP REP PTS883	394.72
		LINCOLN POOL EQUIPMENT	11/19/09	MURPHY PL/SIGNS 434	34.50
		MOSS & MOSS INC. #5000	11/05/09	TENNIS CTS/CABLE TIES 6666	12.98
			11/05/09	CEM/SIGN INSTALL/HARDWARE6	61.56
			11/19/09	PARKS/PAINT 4 GRAFITTI 669	36.57
			11/19/09	TRPSC/GATE CHAIN 67205	162.50
			11/19/09	TRPSC/HARDWARE 67261	0.25
			11/19/09	TRPSC/MALLETS 67261	9.98
			11/19/09	TRPSC/NYLON ROPE 67310	2.20
			11/19/09	TRPSC/M DEVITO KEYS 67337	3.00
		NANCY'S KEYS LOCKS & MORE	11/12/09	TRPSC/LOCKS 5435	144.75
			11/19/09	TRPSC/30 LOCKS	404.25
		RELIANT ENERGY SOLUTIONS	11/12/09	TRPSC/RACK A 914086	885.49
			11/05/09	TRPSC/RACK B 179001830185	676.54
			11/05/09	TRPSC/RACK C 179001830186	793.40
		SCOTT & WHITE HEALTH PLAN	11/19/09	HEALTH INSURANCE PREMIUMS	3,970.80
		CITIZENS NATIONAL BANK	11/13/09	FICA CONTRIBUTIONS AND MAT	618.28
			11/25/09	FICA CONTRIBUTIONS AND MAT	691.94
			11/13/09	MEDICARE CONTRIB AND MATCH	144.60
			11/25/09	MEDICARE CONTRIB AND MATCH	161.83
		STENCE ELECTRIC	11/19/09	BB BALLFIELDS/LIGHT REP 26	4,851.91
		TXU ENERGY	11/19/09	TRPSC/PUMPS,LIGHTING 22992	854.72
		VISA	11/05/09	PARKS/TRAINING LUNCH 10	141.10
			11/19/09	TICKET PAID SHORT	0.08
		WILLIAMSON COUNTY GRAIN	11/05/09	PARKS/DUCK FOOD C95777	13.50
			11/05/09	OLD CITY HALL/ANT KILL C95	37.50
			11/05/09	PARKS/DUCK FOOD C96147	13.00
			11/19/09	PARKS/DUCK FOOD C96406	13.00
			11/19/09	TRPSC/ANT POISON C96548	150.00
			11/19/09	PARKS/DUCK FOOD C96804	13.00
				TOTAL:	24,603.09
ACILITIES/EQUIP MAINT GENERAL FUND		STANDARD COFFEE SERVICE CO	11/12/09	COFFEE	20.86
		ASSURANT EMPLOYEE BENEFITS	11/19/09	LTD INSURANCE PREMIUMS	30.29
		AT&T LONG DISTANCE	11/19/09	PUBLIC WORKS - 352-2247/FA	7.05
			11/19/09	FACILITIES MAINTENANCE	1.99
			11/19/09	FEES & TAXES	4.73
		AMERIPRIDE SERVICES	11/05/09	CITY HALL MATS	16.00
			11/05/09	LIBRARY MATS	16.00
			11/12/09	CITY HALL MATS	16.00
			11/12/09	LIBRARY MATS	16.00
			11/19/09	CITY HALL MATS	16.00
			11/19/09	LIBRARY MATS	16.00
		CHARLIE'S PAINTING CO.	11/12/09	PAINT CITY HALL OFFICE	400.00
			11/12/09	PAINT BENCHES AT LIBRARY	225.00
		EAGLE UNITED USA, INC DBA:	11/05/09	4 X 6 FLAGS	434.16
			11/05/09	5 X 8 FLAGS	597.19
			11/05/09	10 X 15 FLAG	208.46
			11/05/09	SHIPPING	21.95

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
		FLOYDCO INC	11/19/09	GLASS LIBRARY	17.99
			11/12/09	GLASS	17.99
		GULF COAST PAPER CO. INC.	11/05/09	1424 N MAIN/CLEAN SUPP 905	63.56
		HOME DEPOT CREDIT SERVICES	11/19/09	LATTICE CITY HALL PROJECT	34.70
			11/05/09	AUDITORIUM OFFICE	633.52
			11/05/09	WALL BASE	30.54
		JOSEPH DEAN GLOVER DBA:	11/19/09	CENTRAL FIRE/ANT CONTROL 1	50.00
			11/19/09	NW FIRE/ANT CONTROL 4257	50.00
			11/19/09	MONTHLY PEST CONTROL 4320	441.00
		HUMPHREY, CONWAY	11/05/09	PHONE REPAIRS	487.50
			11/05/09	UPS LIBRARY PHONE SYSTEM	1,285.50
		KEDNALL LLC: DBA BONUS BUILDING CARE	11/19/09	JANITORIAL SERVICE	4,466.00
		KOETTER FIRE PROTECTION, LLC	11/05/09	ANNUAL BACKFLOW INSPECTION	575.00
		KRUSE ELECTRIC SERVICE	11/19/09	RUN POWER TO AC UNIT CITY	394.35
			11/19/09	LIGHT LIBERTY GARDENS	249.95
			11/19/09	CITY HALL BALLOT	342.60
			11/19/09	LAMPS/BULBS	1,362.45
			11/19/09	LAMP ANNEX	13.90
		LAWSON PRODUCTS INC.	11/19/09	BLDG MAINT/DRILL, HARDWARE	162.99
		LIGHTSPEED CONSULTING, LLC	11/19/09	VPN CONVERSION	1,021.25
		LOWE' CREDIT SERVICES	11/05/09	LUMBER AUDITORIUM OFFICE	10.06
			11/12/09	LUMBER AUDITORIUM	79.68
		MOSS & MOSS INC. #4000	11/19/09	LIBRARY/SEALANT 67376	8.58
		MOSS & MOSS INC. #6000	11/05/09	RENOVATION JIM'S OFFICE	35.05
			11/05/09	TANK KIT	10.99
			11/05/09	PHOTO CONTROL	32.97
			11/05/09	GLOVES	19.45
			11/05/09	RENOVATION JIM'S OFFICE	44.27
			11/05/09	KEYS	6.49
			11/19/09	DRYWALL	4.98
			11/19/09	LOCK SET ENAMEL	72.96
			11/19/09	BRACKET SHELF	23.63
			11/19/09	SEALANT	4.49
			11/19/09	CORDS	14.86
			11/19/09	DOOR STOP	6.29
		NEOPOST INC.	11/05/09	MAINTENANCE	143.42
			11/05/09	MAINTENANCE	35.00
		OFFICE DEPOT CORPORATION	11/05/09	PLANNER	12.92
			11/05/09	INK CARTRIDGE	38.76
			11/05/09	PRINT HEADS	150.84
			11/05/09	CARTRIDGE/ INKJET	35.02
			11/12/09	BATTERIES	25.40
		QUILL CORPORATION	11/12/09	COPIER	179.98
		ALL AREA OVERHEAD	11/12/09	ALIGN DOOR STATION 1	446.00
		RELIABLE OFFICE SUPPLIES	11/05/09	PUBLIC WORKS/BLDG/EQUIP. S	20.45
		RELIANT ENERGY SOLUTIONS	11/05/09	317 FERGUSON	42.80
		SCOTT & WHITE HEALTH PLAN	11/19/09	HEALTH INSURANCE PREMIUMS	844.85
		CITIZENS NATIONAL BANK	11/13/09	FICA CONTRIBUTIONS AND MAT	232.22
			11/25/09	FICA CONTRIBUTIONS AND MAT	209.08
			11/13/09	MEDICARE CONTRIB AND MATCH	54.31
			11/25/09	MEDICARE CONTRIB AND MATCH	48.90
		ROBERT COPELAND DBA:	11/05/09	ANNUAL FIRE INSPECTIONS	1,463.50
		TRACTOR SUPPLY COMPANY	11/19/09	JEANS / BOOTS	156.97
		ATMOS ENERGY	11/12/09	400 N. MAIN / GAS	15.16
			11/12/09	400 PORTER/GAS	25.17
		WAL-MART BRC	11/12/09	FIRE DEPT CLEANING SUPPLIE	27.89

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
			11/12/09	CLEANING SUPPLIES	57.64
			11/19/09	TRP&C/TRASH LINERS 0734	7.56
		WAYNE GING, JR DBA: WAYNE'S PLUMBING	11/19/09	CH/FOUNTAIN REP 3204	96.00
		ZEP MANUFACTURING CO.	11/05/09	BLDG MT/MISTERS,MOP HEAD 8	197.52
		MICROAGE COMPUTER CENTER	11/05/09	ADD AUDIO TO COUNCIL CHAMB	865.00
			TOTAL:		19,555.60
ENGINEERING & INSPECTI	GENERAL FUND	STANDARD COFFEE SERVICE CO	11/12/09	COFFEE	20.86
		ASSURANT EMPLOYEE BENEFITS	11/19/09	LTD INSURANCE PREMIUMS	33.12
		BURKS REPROGRAPHICS	11/05/09	BURKS REPROGRAPHICS	75.00
		SLEDGE ENGINEERING	11/19/09	ENGINEERING MANUAL	500.00
			11/19/09	MALLARD DR. CULVERTS	4,800.00
			11/19/09	HOLLY SPRINGS	5,500.00
			11/12/09	TRP&C	4,700.00
		SCOTT & WHITE HEALTH PLAN	11/19/09	HEALTH INSURANCE PREMIUMS	844.86
		CITIZENS NATIONAL BANK	11/13/09	FICA CONTRIBUTIONS AND MAT	221.66
			11/25/09	FICA CONTRIBUTIONS AND MAT	218.16
			11/13/09	MEDICARE CONTRIB AND MATCH	51.84
			11/25/09	MEDICARE CONTRIB AND MATCH	51.03
		WAL-MART BRC	11/12/09	ENGINEERING	26.85
			TOTAL:		17,043.38
ENGINEERING-IT DEPT	GENERAL FUND	ASSURANT EMPLOYEE BENEFITS	11/19/09	LTD INSURANCE PREMIUMS	12.31
		LIGHTSPEED CONSULTING, LLC	11/05/09	IT ISSUES	23.75
			11/12/09	IT ISSUES	124.00
			11/19/09	IT ISSUES	142.75
		OFFICE DEPOT CORPORATION	11/05/09	USB CABLES	26.38
		SCOTT & WHITE HEALTH PLAN	11/19/09	HEALTH INSURANCE PREMIUMS	422.43
		CITIZENS NATIONAL BANK	11/13/09	FICA CONTRIBUTIONS AND MAT	93.14
			11/25/09	FICA CONTRIBUTIONS AND MAT	74.19
			11/13/09	MEDICARE CONTRIB AND MATCH	21.78
			11/25/09	MEDICARE CONTRIB AND MATCH	17.35
		TIME WARNER CABLE	11/05/09	CITY HALL	449.90
			11/05/09	STREET	189.90
			11/05/09	LIBRARY	189.90
			11/05/09	FIRE	189.90
		VISA	11/19/09	WIRELESS ADAPTER	16.98
			TOTAL:		1,994.66
IN-DEPARTMENTAL	GENERAL FUND	MISCELLANEOUS MRS. EVELYN LINVILLE	11/19/09	LIBRARY CARD REFUND	10.00
			TOTAL:		10.00
OTEL/MOTEL TAX	HOTEL/MOTEL FUND	TAYLOR CHAMBER OF COMMERC	11/12/09	TAYLOR CHAMBER OF COMMERC	9,735.35
			TOTAL:		9,735.35
EASE PAYMENT T J C	TEXAS CAPITAL FUND	TEXAS DEPT OF RURAL AFFAIRS	11/19/09	NOV 09 LEASE PAYMENT	2,085.05
			TOTAL:		2,085.05
ONTRIBUTE CIVIC PROGR	MAIN STREET REVENUE	R LOPEZ ENTERPRISES INC	11/13/09	CHRISTMAS LIGHT DISPLAY	4,250.00
		VISA	11/19/09	TICKET ENTERED INCORRECTLY	0.10
			11/05/09	02126	140.54
			11/05/09	02240	6.98
			11/05/09	02225	108.17
			11/05/09	02239	57.30
			11/05/09	02877	143.39
			11/05/09	LUMBER SPOOKTACULAR	33.60

PARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
			11/05/09	TDA REGISTRATION	535.00
			11/05/09	WALGREENS 9686	9.71
			11/05/09	WALGREENS 9628	45.39
				TOTAL:	5,330.18
BRARY	LIBRARY GRANT/DONA INGRAM BOOK COMPANY		11/19/09	Digital Books	350.38
			11/19/09	INGRAM BOOK COMPANY	13.55
			11/19/09	Digital Books	1,959.62
				TOTAL:	2,323.55
N-DEPARTMENTAL	I & S FOR G D BOND WMSN CO. TAX ASSESSOR/COLLECTOR		11/05/09	WMSN.CO./ERCOT REFUND 2006	2,293.11
				TOTAL:	2,293.11
& S PAYMENT ACCOUNTS	I & S FOR G D BOND MISCELLANEOUS REGIONS BANK		11/12/09	REGIONS BANK - SERVICE 200	93.60
				TOTAL:	93.60
COND STREET	GENERAL CAPITAL IM SLEDGE ENGINEERING		11/19/09	2ND STREET	2,000.00
				TOTAL:	2,000.00
ST WILCO PARK	GENERAL CAPITAL IM ALLIANCE GEOTECHNICAL GROUP OF AUSTIN,		11/12/09	TRP&SC	192.50
			11/12/09	TRP&SC	3,055.00
	ANCHOR GROUP, INC. THE / DBA ANCHOR F		11/12/09	TRP&SC	19,266.00
	BSN SPORTS		11/12/09	PLATES/BLEACHERS/ETCL.	76,365.16
	CAPITOL ENVIRONMENTAL		11/12/09	trp&sc	375.00
	CHASCO CONSTRUCTORS, LTD LLP		11/12/09	TRP&SC	116,881.10
	CODE SOLUTIONS, INC.		11/19/09	TRP&SC	450.00
	FAZZONE CONSTRUCTION CO.		11/12/09	TRP&SC	7,633.80
	GALLAGHER CONSTRUCTION SERVICES		11/12/09	TRP&SC	29,500.00
	LANGFORD COMMUNITY MGMT		11/19/09	PARKS WILDLIFE GRANT	3,000.00
	OVERFLOW CREATIVE, INC		11/05/09	OVERFLOW PARK SIGN	4,725.00
			11/19/09	TRP&SC	4,500.00
	SLEDGE ENGINEERING		11/19/09	TRP&SC	3,000.00
	PATRICK TATE DBA:		11/12/09	TRP&SC	1,350.00
	VALLEYCREST LANDSCAPE DEVELOPMENT, INC		11/12/09	TRP&SC	85,148.50
	USA SHADE & FABRIC STRUCTURES, INC		11/12/09	WRAP AROUND STRUCTURES	268,560.50
				TOTAL:	626,002.56
ickey Street Phase II	GENERAL CAPITAL IM SLEDGE ENGINEERING		11/19/09	DICKEY ST	700.00
				TOTAL:	700.00
ON-DEPARTMENTAL	PUBLIC UTILITIES F AFLAC		11/19/09	AFLAC PREMIUMS	654.03
	NATIONWIDE RETIREMENT SGL		11/13/09	EMPLOYEE CONTRIBUTIONS	280.00
			11/25/09	EMPLOYEE CONTRIBUTIONS	280.00
	PRE-PAID LEGAL SERVICES		11/19/09	PRE-PAID LEGAL PREMIUMS	79.70
	SLEDGE ENGINEERING		11/19/09	ELEVATED TANK	1,500.00
			11/19/09	PUMP STATION	1,000.00
			11/19/09	WATER LINES	800.00
			11/19/09	SN 24" WATER MAIN	9,500.00
	SCOTT & WHITE HEALTH PLAN		11/19/09	HEALTH INSURANCE PREMIUMS	3,106.50
	CITIZENS NATIONAL BANK		11/13/09	FEDERAL WITHHOLDING	2,475.03
			11/25/09	FEDERAL WITHHOLDING	2,251.93
			11/13/09	FICA CONTRIBUTIONS AND MAT	2,030.45
			11/25/09	FICA CONTRIBUTIONS AND MAT	1,902.33
			11/13/09	MEDICARE CONTRIB AND MATCH	474.84
			11/25/09	MEDICARE CONTRIB AND MATCH	444.89
	STENCE ELECTRIC		11/05/09	SUMP PUMP	1,565.52

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
		UNITED WAY OF WILLIAMSON COUNTY	11/13/09	EMPLOYEE CONTRIBUTIONS	15.00
			11/25/09	EMPLOYEE CONTRIBUTIONS	15.00
		UNUM LIFE INS CO OF AMERI	11/19/09	LIFE INSURANCE PREMIUMS	200.12
				TOTAL:	28,575.34
UTILITIES ADMINISTRATI	PUBLIC UTILITIES F	ASSURANT EMPLOYEE BENEFITS	11/19/09	LTD INSURANCE PREMIUMS	52.08
		AMERIPRIDE SERVICES	11/12/09	MAT SVC/ ANNEX	19.00
			11/12/09	MAT SVC. / ANNEX	19.00
		BRAZOS RIVER AUTHORITY	11/19/09	GRWTP-Q&M	105,168.55
		BRINKS, INC.	11/12/09	SERVICE MONTH OF NOVEMBER	634.59
			11/12/09	FUEL SURCHARGE	41.25
		MVBA LAW FIRM	11/12/09	MVBA - UTILITY DEPT.	152.59
		SCOTT & WHITE HEALTH PLAN	11/19/09	HEALTH INSURANCE PREMIUMS	2,112.14
		CITIZENS NATIONAL BANK	11/13/09	FICA CONTRIBUTIONS AND MAT	368.98
			11/25/09	FICA CONTRIBUTIONS AND MAT	371.55
			11/13/09	MEDICARE CONTRIB AND MATCH	86.29
			11/25/09	MEDICARE CONTRIB AND MATCH	86.89
		WAL-MART BRC	11/12/09	SUPPLIES METER READING BKU	70.33
				TOTAL:	109,183.24
STEWATER TREATMENT	PUBLIC UTILITIES F	AFFORDABLE EQUIPMENT	11/05/09	PUMP FOR AIR COMPRESSOR	732.98
		ASSURANT EMPLOYEE BENEFITS	11/19/09	LTD INSURANCE PREMIUMS	23.36
		AT&T LONG DISTANCE	11/19/09	WMT PLANT	4.09
		AMERICAN MESSAGING SRVICES , LLC	11/05/09	PAGERS	10.00
		AMERIPRIDE SERVICES	11/05/09	AMERIPRIDE SERVICES	16.50
			11/12/09	AMERIPRIDE SERVICES	16.50
		CITY OF ROUND ROCK	11/19/09	BAC-T'S	320.00
		HACH COMPANY	11/12/09	BROTH AMPULES,ULTRA SAMPL	334.85
		MANTEK DIVISION	11/19/09	MERLIN AEROSOL	224.22
			11/19/09	GEL GUARD AEROSOL	185.60
		MOSS & MOSS INC. #3000	11/05/09	NIPPLES, ELBOWS	12.36
			11/12/09	HANGER/TIP	6.76
			11/19/09	ELECTRICAL TAPE, HALO LIGH	25.97
			11/19/09	COUPLING, ADAPTER, NIPPLE	22.74
			11/19/09	NIPPLE	2.99
		PILLE, R. H. SALES	11/12/09	SHIRTS	174.36
		SCOTT & WHITE HEALTH PLAN	11/19/09	HEALTH INSURANCE PREMIUMS	844.85
		CITIZENS NATIONAL BANK	11/13/09	FICA CONTRIBUTIONS AND MAT	216.73
			11/25/09	FICA CONTRIBUTIONS AND MAT	230.50
			11/13/09	MEDICARE CONTRIB AND MATCH	50.68
			11/25/09	MEDICARE CONTRIB AND MATCH	53.91
		TAYLOR OFFICE PRODUCT INC	11/05/09	RECORD BOOK	67.25
		TEXAS COMMISSION ON	11/05/09	PERMIT	18,915.00
		TRACTOR SUPPLY COMPANY	11/05/09	WRENCH, WRENCH POLISH	206.97
			11/05/09	PLIERS, LIGHTING KIT	81.45
		WAL-MART BRC	11/05/09	PHONE CASES	37.92
				TOTAL:	22,818.54
DISTRIBUTION/COLLECTIO	PUBLIC UTILITIES F	STANDARD COFFEE SERVICE CO	11/12/09	STANDARD COFFEE SERVICE CO	110.12
		A-LINE AUTO PARTS	11/05/09	PARTS BRUSH	5.07
			11/05/09	HOSE FOR TRACTOR	63.57
			11/05/09	CARB MEDIC	3.49
		ASSURANT EMPLOYEE BENEFITS	11/19/09	LTD INSURANCE PREMIUMS	157.20
		AT&T LONG DISTANCE	11/19/09	PUMP STATION	4.99
			11/19/09	ANNEX	0.00
			11/19/09	CREDIT CARD LINE	7.96

PARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
		USA MOBILITY WIRELESS, INC	11/12/09	PAGERS	118.50
		ACT PIPE & SUPPLY, LTD	11/05/09	SEWER PIPE	668.48
			11/12/09	SEWER PIPE	71.73
			11/19/09	8" VALVE	925.70
			11/19/09	SLEEVE	650.00
			11/19/09	HYDRANT	1,527.32
		AIRGAS, INC.	11/12/09	TORCH RENTAL	21.55
		AMERICAN MESSAGING SRVICS , LLC	11/05/09	PAGERS	10.00
		AMERIPRIDE SERVICES	11/05/09	AMERIPRIDE SERVICES	70.00
			11/12/09	AMERIPRIDE SERVICES	70.00
			11/19/09	AMERIPRIDE SERVICES	70.00
			11/19/09	AMERIPRIDE SERVICES	16.50
		ARMADILLO RENTAL	11/12/09	27 D RENTAL	247.00
		B20 & ASSOCIATES, INC.	11/12/09	MARKING FLAGS	246.90
			11/12/09	MARKING FLAGS-GREEN	245.15
			11/12/09	MARKING FLAGS-BLUE	246.11
			11/12/09	MARKING FLAGS-WHITE	246.20
		HD SUPPLY WATERWORKS	11/05/09	CLAMPS	381.37
			11/19/09	2" COMPOUND METER 501 E. L	1,620.00
			11/19/09	1 1/2" METER	240.00
			11/19/09	FLANGE PACK	40.00
		O'REILLY AUTOMOTIVE, INC.	11/12/09	7.5 OZ CONDTRN	6.98
		MANTEK DIVISION	11/05/09	PASSAGE V PLUS	282.31
			11/05/09	CITRI CON	281.14
			11/05/09	LATEX GLOVES	143.90
			11/05/09	LATEX GLOVES	285.70
			11/19/09	PASSAGE V PLUS	282.31
			11/19/09	CITRI CON	281.14
		MOSS & MOSS INC. #3000	11/05/09	BATTERIES, DOWEL	34.73
			11/05/09	ELBOW	3.99
			11/05/09	GLOVES	23.98
			11/05/09	TAPE, CONCRETE	30.92
			11/05/09	SHOVEL	18.99
			11/05/09	KEYS, PLUG	39.51
			11/12/09	GORILLA TAPE	9.99
			11/19/09	MISC HARDWARE	111.78
		NESLONY, AARON	11/19/09	MEALS FOR TRAINING 12/01/0	90.00
		OFFICE DEPOT CORPORATION	11/19/09	PENS	18.66
			11/19/09	FAX/COPIER CARTRIDGE	107.10
		OMNI-SITE.NET	11/12/09	OMNI-SITE.NET	168.00
		SCOTT & WHITE HEALTH PLAN	11/19/09	HEALTH INSURANCE PREMIUMS	6,336.40
		CITIZENS NATIONAL BANK	11/13/09	FICA CONTRIBUTIONS AND MAT	1,444.74
			11/25/09	FICA CONTRIBUTIONS AND MAT	1,300.28
			11/13/09	MEDICARE CONTRIB AND MATCH	337.87
			11/25/09	MEDICARE CONTRIB AND MATCH	304.09
		STANFIELD, JUSTIN	11/05/09	MEALS-WATER DISTRIBUTION	90.00
		TAYLOR BUTANE CO INC	11/12/09	TAYLOR BUTANE CO INC	15.00
		TEXAS TAPS SERVICE	11/19/09	8" WATER TAP	500.00
		TEXAS COMMISSION ON	11/05/09	TESTING-JOE BLAIR	111.00
			11/19/09	WATER SYSTEM FEE	12,986.00
		TONECEK ELEC. MOTOR REPAI	11/12/09	ELECTRIC MOTOR MAINTENANCE	51.40
		TRACTOR SUPPLY COMPANY	11/05/09	JEANS-A WININGER	107.96
		ATMOS ENERGY	11/12/09	UTILITY - GAS	9.25
			11/12/09	1200 N. MAIN	19.33
		VISA	11/05/09	TCEQ-RENEWAL R FAUL	111.00
			11/19/09	TCEQ-WATER UTIL TRAIN-NESL	250.00

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT	
			11/05/09	TEEX-REG STANFIELD/DIAZ	450.00	
		WAL-MART BRC	11/05/09	CAKE-S MEZA	13.88	
			11/05/09	DRINKS	23.23	
		USA BLUEBOOK, INC.	11/12/09	HIP BOOTS-BLAIR	115.52	
		GOLDEN CHICK	11/05/09	OT-FOOD	21.39	
		DIAZ, ALFREDO	11/05/09	MEALS-WATER DISTRIBUTION	90.00	
		WININGER, WILLIAM JR	11/19/09	CDL RENEWAL	60.00	
			TOTAL:		35,054.38	
UTILITIES NONDEPARTMEN	PUBLIC UTILITIES F	MISCELLANEOUS	REGIONS BANK	11/12/09	REGIONS BANK - SERVICE 200	206.40
				TOTAL:	206.40	
IN-DEPARTMENTAL	AIRPORT FUND	CITIZENS NATIONAL BANK	11/13/09	FEDERAL WITHHOLDING	65.00	
			11/25/09	FEDERAL WITHHOLDING	65.00	
			11/13/09	FICA CONTRIBUTIONS AND MAT	63.60	
			11/25/09	FICA CONTRIBUTIONS AND MAT	63.57	
			11/13/09	MEDICARE CONTRIB AND MATCH	14.86	
			11/25/09	MEDICARE CONTRIB AND MATCH	14.86	
			TOTAL:		286.89	
REPORT OPERATIONS DEP	AIRPORT FUND	STANDARD COFFEE SERVICE CO	11/05/09	AIRPORT	81.55	
		AT&T LONG DISTANCE	11/19/09	AIRPORT	1.09	
		AVFUEL CORP.	11/25/09	100 LL	18,467.50	
		RELIANT ENERGY SOLUTIONS	11/12/09	airport	59.93	
		CITIZENS NATIONAL BANK	11/13/09	FICA CONTRIBUTIONS AND MAT	63.60	
			11/25/09	FICA CONTRIBUTIONS AND MAT	63.57	
			11/13/09	MEDICARE CONTRIB AND MATCH	14.86	
			11/25/09	MEDICARE CONTRIB AND MATCH	14.86	
			TOTAL:		18,766.96	
IN-DEPARTMENTAL	CEMETERY OPERATING	CITIZENS NATIONAL BANK	11/13/09	FICA CONTRIBUTIONS AND MAT	47.20	
			11/25/09	FICA CONTRIBUTIONS AND MAT	51.38	
			11/13/09	MEDICARE CONTRIB AND MATCH	11.04	
			11/25/09	MEDICARE CONTRIB AND MATCH	12.01	
			TOTAL:		121.63	
CEMETERY OPERATING DEP	CEMETERY OPERATING	AT&T LONG DISTANCE	11/19/09	CEMETERY	12.56	
		EVINS TEMPORARIES, INC.	11/05/09	CEM/1 TEMP 10/19-10/23 114	449.55	
			11/19/09	PKS/3 TEMPS10/26-10/30 114	437.40	
			11/19/09	CEM/1 TEMP 11/2-11/6 11454	486.00	
		GORE, OTIS A.	11/05/09	CEM/9 REG OPEN/CLOSES 1030	4,050.00	
		CITIZENS NATIONAL BANK	11/13/09	FICA CONTRIBUTIONS AND MAT	47.20	
			11/25/09	FICA CONTRIBUTIONS AND MAT	51.38	
			11/13/09	MEDICARE CONTRIB AND MATCH	11.04	
			11/25/09	MEDICARE CONTRIB AND MATCH	12.01	
		WILLIAMSON COUNTY GRAIN	11/05/09	CEM/ANT POISON C96246	62.50	
			11/19/09	CEM/WEED KILL C96405	285.00	
		ALLISON,VICCI	11/19/09	CEM/MIRROR FOR GATES 80572	2.15	
			TOTAL:		5,906.79	
ON-DEPARTMENTAL	FLEET SERVICES OPE	AFLAC	11/19/09	AFLAC PREMIUMS	36.50	
		NATIONWIDE RETIREMENT SOL	11/13/09	EMPLOYEE CONTRIBUTIONS	20.00	
			11/25/09	EMPLOYEE CONTRIBUTIONS	20.00	
		PRE-PAID LEGAL SERVICES	11/19/09	PRE-PAID LEGAL PREMIUMS	51.80	
		SCOTT & WHITE HEALTH PLAN	11/19/09	HEALTH INSURANCE PREMIUMS	0.00	
		CITIZENS NATIONAL BANK	11/13/09	FEDERAL WITHHOLDING	428.07	

PARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
			11/25/09	FEDERAL WITHHOLDING	416.44
			11/13/09	FICA CONTRIBUTIONS AND MAT	224.74
			11/25/09	FICA CONTRIBUTIONS AND MAT	219.01
			11/13/09	MEDICARE CONTRIB AND MATCH	52.57
			11/25/09	MEDICARE CONTRIB AND MATCH	51.22
		UNUM LIFE INS CO OF AMERI	11/19/09	LIFE INSURANCE PREMIUMS	16.40
			TOTAL:		1,534.75
FLEET SERVICES SECTION FLEET SERVICES OPE A-LINE AUTO PARTS			11/05/09	WATER DEPT. SMALL ENGS	24.72
			11/05/09	WATER DEP. SMALL ENGINE	3.09
			11/05/09	PARKS SMALL ENGINE	3.38
			11/05/09	SHOP - LIQUID FIRE	4.78
			11/05/09	#112 FILTERS	35.95
			11/05/09	CLUTCH WRENCH	58.49
			11/05/09	#313 BLOWER	86.82
			11/05/09	#24 COIL ASSEMBLY	49.99
			11/05/09	HG FLUID # 518	42.69
			11/05/09	#29 FILTERS	41.82
			11/05/09	#517 BEAMLAMP	8.30
			11/05/09	#517 FILTERS	68.00
			11/12/09	FILTER #214	7.86
			11/12/09	CLAMP /SHOP	1.08
			11/12/09	#300 OIL	12.25
			11/12/09	TIRE ROD	32.34
			11/12/09	#214 OIL	6.38
			11/12/09	#609 FILTERS	46.99
			11/12/09	#604 BRAKES	184.50
			11/12/09	#614 OIL	111.92
			11/19/09	#87	288.37
			11/19/09	#546 FILTER	8.94
			11/19/09	#134 HOSE	17.54
			11/19/09	FLUID	17.21
			11/19/09	HANLDE	11.49
			11/19/09	#545 FILTERS	8.94
			11/19/09	#545 BEAMS	75.36
			11/19/09	FILTERS/POLICE CARS	50.40
			11/19/09	BATTERY #164	92.08
			11/19/09	#515 MUD FLAP	10.95
			11/19/09	#164 BELT	29.56
			11/19/09	#63 FILTERS	70.63
AFFORDABLE EQUIPMENT			11/12/09	BELT AIR COMPRESSOR	140.00
ASSURANT EMPLOYEE BENEFITS			11/19/09	LTD INSURANCE PREMIUMS	27.19
AMERIPRIDE SERVICES			11/05/09	FLEET/UNIFORMS C767809	10.27
			11/12/09	FLEET/UNIFORMS C768805	10.27
			11/19/09	FLEET/UNIFORMS C769806	10.27
AUSTIN BRAKE & CLUTCH SUP			11/05/09	POLICE BRAKES	691.77
FARM PLAN			11/12/09	#553 FILTERS	83.76
			11/12/09	#553 FILTERS	32.40
			11/12/09	#553 WEIGHT SUPPORT	250.00
			11/05/09	#553 SPRING LOCK	101.00
CALIFORNIA CONTRACTORS			11/19/09	AIR HOSE	519.30
COOPER EQUIPMENT CO.			11/19/09	#538 PARTS	770.26
			11/12/09	#538 REPAIR	770.26
FLOYDCO INC			11/05/09	POLICE DOOR GLASS	261.02
GANGL'S CUSTOM AUTO			11/05/09	E11 REPAIRS	271.70
			11/05/09	#511 ROTATE TIRES	72.50

PARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
			11/05/09	#50 REPAIRS	94.75
			11/05/09	#613 REPAIRS	443.25
			11/12/09	Q2 REPAIRS	1,500.75
			11/19/09	#11 REPAIR	621.70
			11/12/09	#300 REPAIR	315.42
		HENNA CHEVROLET INC	11/05/09	#323 PARTS	23.94
			11/05/09	#323 PUMP	230.21
			11/12/09	#87 WHEEL	354.73
			11/12/09	#321 SENSOR	39.97
			11/12/09	#321 SENSOR	145.35
			11/12/09	#29 SENSORS	439.70
		HERCULES HARDWARE	11/05/09	TIRE MACHINE WEIGHTS	230.01
		INTERSTATE BATT. N AUSTIN	11/05/09	STREET BATTERIES	191.90
			11/05/09	POLICE BATTERIES	165.90
			11/19/09	PARK BATTERIES	312.80
			11/12/09	Q2 BATTERY	617.70
		MISCELLANEOUS KENFIELD GOLF CARS	11/19/09	PKS/6 GOLF CART RENTALS	1,175.00
		KRUSE ELECTRIC SERVICE	11/05/09	#259 WIRE	30.00
		LAWSON PRODUCTS INC.	11/12/09	SHOP SUPPLIES	360.93
		MAGNUM TRAILERS	11/12/09	PARK TRAILERS	46.50
		MAIN STREET RENTAL INC	11/05/09	SEWER SNAKE	24.00
		MANTEK DIVISION	11/19/09	SPILL MATERIAL	278.64
		MAXWELL CHRYSLER PLYMOUTH	11/05/09	#503 REPAIRS	39.69
		MOSS & MOSS INC. #8000	11/05/09	BOX COVER	0.99-
			11/05/09	BATTERIES	5.19
			11/05/09	MIS HARDWARE	3.90
			11/05/09	PADLOCK	7.68
			11/05/09	WIRE CONNECTOR	67.28
			11/05/09	BOX SPACERS	2.39
			11/12/09	CUT KEYS	2.00
			11/12/09	PRIMER	7.58
			11/19/09	KEYS	9.00
			11/19/09	CABLE CLAMPS	3.98
			11/19/09	CHAIN	16.99
			11/19/09	BOLT CUTTERS	19.99
		JAMES D. NICHOLS DBA:	11/05/09	BEARING	109.95
			11/12/09	GRIP TOOL	122.94
			11/19/09	SHOP TOOLS	21.94
		OFFICE DEPOT CORPORATION	11/05/09	RECORD BOOK	15.71
			11/05/09	CALCULATORS	31.46
		PROFESSIONAL TURF PDT INC	11/05/09	#526 SPINDLE HOUSING	332.99
			11/05/09	#526 BUSHING	24.24
			11/05/09	#526 FILTERS	17.20
			11/19/09	PARKS BELT	150.00
		QUALITY EQUIPMENT COMPANY	11/19/09	#539 LIGHT	25.20
		ALL AREA OVERHEAD	11/12/09	#519 CABLES	89.00
		RILEY'S HWY TIRE SERVICE	11/12/09	#518 INSPECTION	14.50
		S & P COMMUNICATIONS	11/12/09	REPAIR PARKS RADIOS	242.25
			11/19/09	#19 RADIO ANTENNA	90.00
			11/19/09	#509 RADIO ANTENNA	90.00
		SHARE CORPORATION	11/05/09	SHOP CLEANERS	919.03
		SCOTT & WHITE HEALTH PLAN	11/19/09	HEALTH INSURANCE PREMIUMS	844.86
		CITIZENS NATIONAL BANK	11/13/09	FICA CONTRIBUTIONS AND MAT	224.74
			11/25/09	FICA CONTRIBUTIONS AND MAT	219.01
			11/13/09	MEDICARE CONTRIB AND MATCH	52.57
			11/25/09	MEDICARE CONTRIB AND MATCH	51.22

PARTNMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
		TAYLOR AUTO ELECTRIC, INC	11/05/09	B1 STARTER	84.96
			11/12/09	#214 STARTER	273.13
		CREDIT-LINE INC	11/12/09	#605 OIL CHANGE	40.78
			11/12/09	#300 INSPECTION	28.75
		CREDIT-LINE INC	11/12/09	#324 FLAT REPAIR	12.81
		TONY MORGAN DBA:	11/19/09	#115 TIRE REPAIR	65.00
		JON KANZ	11/19/09	G2 PARTS	123.35
		TIRE CENTERS, LLC	11/05/09	POLICE TIRES/CROWN VIC	954.60
			11/05/09	POLICE TIRES	867.88
			11/12/09	#604 TIRES	301.84
			11/12/09	#514 TIRES	124.66
		TRACTOR SUPPLY COMPANY	11/05/09	BOOTS	139.98
			11/12/09	JEANS	539.80
			11/19/09	TAPE	7.79
		TEXAS FLEET FUEL	11/19/09	Weekly Fuel	2,773.98
			11/05/09	Weekly Fuel	3,026.34
			11/12/09	Weekly Fuel	3,255.71
		UNITED RENTALS HWY TECH	11/05/09	WATER DEPT. PUMPS	75.47
			11/19/09	WATER GENERATOR	180.86
		VISA	11/05/09	LIGHT METER	120.31
		WAL-MART BRC	11/19/09	CI TIRES	658.00
		WEARFIGHTER	11/05/09	SHOP GREASE	127.47
		WILLIAMSON COUNTY EQUIP.	11/19/09	FIRE DEPT CHAIN SAW	53.64
			11/19/09	CHAIN SAW FIRE DEPT.	1.15
		ZEP MANUFACTURING CO.	11/19/09	CLEANING SUPPLIES	258.56
			TOTAL:		31,168.25
EET REPLACEMENT	FLEET REPLACEMENT	JOHN DEERE COMPANY	11/19/09	EQUIPMENT LEASING	6,102.42
			TOTAL:		6,102.42
IN-DEPARTMENTAL	POOLED CASH	MISCELLANEOUS SWANSON, MELVIN DALE	11/19/09	Cash Refund:1008717 -01	25.00
			TOTAL:		25.00

===== FUND TOTALS =====		
100	GENERAL FUND	377,115.57
120	HOTEL/MOTEL FUND	9,735.35
121	TEXAS CAPITAL FUND	2,085.05
123	MAIN STREET REVENUE FUND	5,330.18
129	LIBRARY GRANT/DONATION	2,323.55
140	I & S FOR G O BONDS	2,386.71
162	GENERAL CAPITAL IMPROVEME	628,702.56
340	PUBLIC UTILITIES FUND	195,837.90
350	AIRPORT FUND	19,053.85
370	CEMETERY OPERATING FUND	6,028.42
382	FLEET SERVICES OPERATING	32,703.00
384	FLEET REPLACEMENT FUND	6,102.42
950	POOLED CASH	25.00

	GRAND TOTAL:	1,287,429.56

Attachment D

Operating Funds Balance Sheets

General Fund
Special Revenue Funds
Utility Fund
Utility Impact Fund
Airport Fund
Cemetery Fund
Fleet Services Operating Fund
Fleet Replacement Fund

BALANCE SHEET

AS OF: NOVEMBER 30TH, 2009

100-GENERAL FUND

ACCT#	ACCOUNT NAME	
ASSETS		
=====		
100-100	PETTY CASH	1,100.00
100-102	CLAIM ON POOLED CASH	247,515.98
100-103	SECURITY INVESTMENTS	0.00
100-104	CHASE #99-22784847	0.00
100-105	MONEY MARKET @CNB #4260618	12,152.75
100-106	CHASE GLOBAL #10203188.1	0.00
100-107	MBIA TX-01-0247-0001	0.00
100-109	PRINCOR ACCT #132-013826	646,932.75
100-110	TEXPOOL 78404; 2465300006	1,538,717.10
100-111	TXU DESIGNATED CNB 2067064	0.00
100-115	TIF TEXPOOL 2465300004	0.00
120-100	PROPERTY TAXES RECEIVABLE	186,264.37
120-102	TEXSTAR 000 2295	113,545.51
120-103	MISC. ACCOUNTS RECEIVABLE	0.00
120-110	ALLOWANCE UNCOLLECTED TAXES	(7,450.57)
120-120	SALES TAXES RECEIVABLE	500,758.08
120-130	ACCTS RECEIVABLE GARBAGE	73,572.23
120-131	ALLOWANCE - GARBAGE	(7,733.26)
120-132	P.I.L.O.T. RECEIVABLE	0.00
120-140	GRANTS RECEIVABLE	0.00
120-240	DUE FROM TAXES	0.00
120-250	DUE FROM FUND 350 FOR LOAN	33,964.82
120-251	DUE FROM FUND 350 (2ND LOAN)	152,803.80
120-302	TEDC REIMBURSE FOR MAIN ST	0.00
150-100	OTHER ASSETS (AUDITOR'S ENTRY)	0.00
170-100	CURRENT YR RES FOR ENCUMBRANCE	(76,378.16)
170-101	PRIOR YR RES FOR ENCUMBRANCE	3,160.83
180-101	DUE FROM SOURCES-GRANT REVENUE	0.00
190-102	DEFERRED CHGS-BOND ISSUE COST	0.00
	TOTAL ASSETS	3,418,926.23
=====		

LIABILITIES & FUND BALANCE

=====		
200-100	ACCRUED PAYBLES	0.45
200-110	ENCUMBERED PAYABLE GEN.	(76,378.16)
200-111	PRIOR YEAR ENCUMBRANCE	3,160.83
200-200	FICA & MEDICARE PAYABLE	0.00
200-201	FEDERAL WITHHOLDING PAYABLE	0.00
200-202	TMRs PAYABLE	(11,765.34)
200-203	DEFERRED COMP PAYABLE	1,385.88
200-204	CIVIL SERVICE-SICK LEAVE	(3,046.43)
200-205	TEDC SALES TAX PAYABLE	(12,549.91)
200-210	CHILD SUPPORT PAYABLE	(92.31)
200-211	GARNISHMENTS PAYABLE	0.00
200-212	UNUM LIFE INS PAYABLE	174.99
200-213	TX DENTAL PLANS-AUSTIN PAYABLE	142.00
200-214	AFLAC PAYABLE	2,733.74
200-215	CLOTHES RENTAL PAYABLE	436.74
200-216	CINCINNATI LIFE PAYABLE	102.37

BALANCE SHEET

AS OF: NOVEMBER 30TH, 2009

100-GENERAL FUND

ACCT# ACCOUNT NAME

200-219	SCOTT & WHITE HEALTH PAYABLE	6,031.54
200-221	HEALTH PROGRAM-AMIL-PAYABLE	3,369.13
200-222	PRE-PAID LEGAL PAYABLE	179.30
200-223	GUARDIAN DENTAL	428.58
200-228	MISC DEDUCTIONS PAYABLE	0.00
200-229	MET LIFE DENTAL PAYABLE	1,013.68
200-230	UNITED WAY PAYABLE	0.00
200-231	MEMBERSHIP/DUES PAYABLE	200.00
200-232	COURT BOND REFUND PAYABLE	123.00
200-301	COURT COLLECTIONS	5,274.85
200-500	DUE TO OTHER FUNDS	291,782.26
200-502	DUE TO STATE/COURT FEES	26,448.17
200-503	DUE TO COMPT. SALES TAX	9,365.50
200-504	DUE TO TEDC-MONTHLY SALES TAX	0.00
200-505	DUE TO OMNIBASE SERVICES INC	(1,409.57)
200-507	DUE TO S&W/COBRA FROM OTHERS	15,550.87
200-508	DUE TO TISD:HOUSING AUTH PILOT	0.00
210-111	DUE TO I&S (TAX COLLECTIONS)	2,153.54
220-100	TAX DISTRIBUTION	0.00
240-100	DEFERRED TAX REVENUE	178,813.80
240-101	UNCLAIMED FUNDS	40,947.95
240-102	DEFERRED REV-BOND PREMIUM	0.00
240-103	DEFERRED REVENUE	0.00
260-110	HOLD DEPOSIT-5YRS FROM 10/1999	0.00
260-111	LEGAL OPINION-BOGGY CREEK GOLF	0.00
260-112	ESCROW:DRAINAGE/OTHER PROJECTS	10,785.00
260-113	ESCROW-BONDS POSTED-DEPENDENTS	1,953.25
260-114	ESCROW:FUTURE PARK LAND	31,683.41
260-115	ESCROW:TEDC FOR LAND PURCHASE	0.00
260-116	ESCROW - TREE REPLACEMENT PARK	670.91
260-117	ESCROW-WEATHERIZATION PROGRAM	18,617.35
260-118	ESCROW-MOODY MUSEUM	491.00
260-120	RESERVE-PAVING ESCROW	3,381.53
260-121	RESERVE FOR CAPITAL OUTLAY	0.00
265-100	RESTRICTED PORTION FUND BA	0.00
270-100	FUND BALANCE	<u>3,649,368.92</u>

TOTAL LIABILITIES & FUND BALANCE 4,201,528.82

TOTAL PROFIT / (LOSS) (782,602.59)

TOTAL LIABILITIES & FUND BALANCE + PROFIT / (LOSS) 3,418,926.23

*** END OF REPORT ***

BALANCE SHEET

AS OF: NOVEMBER 30TH, 2009

119-TIF (TAX INCREMENT FUND)

ACCT#	ACCOUNT NAME		
ASSETS			

100-102	CLAIM ON POOLED CASH	(6,000.00)	
100-115	TEXPOOL 246530004	194,390.29	
170-100	CURRENT YR RES FOR ENCUMBRANCE	0.00	
170-101	PRIOR YR RES FOR ENCUMBRANCE	<u>0.00</u>	
	TOTAL ASSETS		188,390.29

LIABILITIES & FUND BALANCE			

200-110	CURRENT YEAR ENCUMBRANCE	0.00	
200-111	PRIOR YEAR ENCUMBRANCE	0.00	
200-500	ACCOUNTS PAYABLE PENDING	0.00	
270-100	FUND BALANCE	<u>194,321.99</u>	
	TOTAL LIABILITIES & FUND BALANCE	194,321.99	
	TOTAL PROFIT / (LOSS)	(5,931.70)	
	TOTAL LIABILITIES & FUND BALANCE + PROFIT / (LOSS)		188,390.29

*** END OF REPORT ***

BALANCE SHEET

AS OF: NOVEMBER 30TH, 2009

120-HOTEL/MOTEL FUND

ACCT#	ACCOUNT NAME		
ASSETS			

100-102	CLAIM ON POOLED CASH	54,203.46	
170-100	CURRENT YR RES FOR ENCUMBRANCE	0.00	
170-101	PRIOR YR RES FOR ENCUMBRANCE	<u>0.00</u>	
	TOTAL ASSETS		54,203.46

LIABILITIES & FUND BALANCE			

200-110	CURRENT YEAR ENCUMBRANCE	0.00	
200-111	PRIOR YEAR ENCUMBRANCE	0.00	
200-500	ACCOUNTS PAYABLE PENDING	0.00	
270-100	FUND BALANCE	<u>49,458.35</u>	
	TOTAL LIABILITIES & FUND BALANCE	49,458.35	
	TOTAL PROFIT / (LOSS)	4,745.11	
	TOTAL LIABILITIES & FUND BALANCE + PROFIT / (LOSS)		54,203.46

*** END OF REPORT ***			

BALANCE SHEET

AS OF: NOVEMBER 30TH, 2009

121-TEXAS CAPITAL FUND

ACCT#	ACCOUNT NAME		
ASSETS			

100-102	CLAIM ON POOLED CASH	6,336.89	
160-206	TCF 718012,719132,721172	(79.50)	
	TOTAL ASSETS		6,257.39

LIABILITIES & FUND BALANCE			

200-500	ACCOUNTS PAYABLE PENDING	0.00	
270-100	FUND BALANCE	6,257.39	
	TOTAL LIABILITIES & FUND BALANCE	6,257.39	
	TOTAL LIABILITIES & FUND BALANCE + PROFIT / (LOSS)		6,257.39

*** END OF REPORT ***			

BALANCE SHEET

AS OF: NOVEMBER 30TH, 2009

123-MAIN STREET REVENUE FUND

ACCT#	ACCOUNT NAME		
ASSETS			

100-102	CLAIM ON POOLED CASH	35,212.44	
170-100	CURRENT YR RES FOR ENCUMBRANCE	0.00	
170-101	PRIOR YR RES FOR ENCUMBRANCE	<u>0.00</u>	
	TOTAL ASSETS		35,212.44

LIABILITIES & FUND BALANCE			

200-110	CURRENT YEAR ENCUMBRANCE	0.00	
200-111	PRIOR YEAR ENCUMBRANCE	0.00	
200-500	ACCOUNT PAYABLE PENDING	4,716.96	
240-100	PRE-REGISTRATION FOR FESTIVAL	0.00	
270-100	FUND BALANCE	<u>33,700.52</u>	
	TOTAL LIABILITIES & FUND BALANCE	38,417.48	
	TOTAL PROFIT / (LOSS)	(3,205.04)	
	TOTAL LIABILITIES & FUND BALANCE + PROFIT / (LOSS)		35,212.44

*** END OF REPORT ***

BALANCE SHEET

AS OF: NOVEMBER 30TH, 2009

124-CEMETERY LAND PURCHASES

ACCT#	ACCOUNT NAME		
ASSETS			
=====			
100-102	CLAIM ON POLLED CASH	41,496.68	
100-103	SECURITY INVESTMENTS	0.00	
100-104	CHASE #099-22784847	<u>0.00</u>	
	TOTAL ASSETS		41,496.68
			=====
LIABILITIES & FUND BALANCE			
=====			
200-500	ACCOUNTS PAYABLE PENDING	0.00	
270-100	FUND BALANCE	<u>41,125.24</u>	
	TOTAL LIABILITIES & FUND BALANCE	41,125.24	
	TOTAL PROFIT / (LOSS)	371.44	
	TOTAL LIABILITIES & FUND BALANCE + PROFIT / (LOSS)		41,496.68
			=====

*** END OF REPORT ***

BALANCE SHEET

AS OF: NOVEMBER 30TH, 2009

125-MUNICIPAL CRT SPECIAL FEE

ACCT#	ACCOUNT NAME		
ASSETS			

100-102	CLAIM ON POOLED CASH	68,343.21	
170-100	CURRENT YR RES FOR ENCUMBRANCE	0.00	
170-101	PRIOR YR RES FOR ENCUMBRANCE	<u>0.00</u>	
	TOTAL ASSETS		68,343.21

LIABILITIES & FUND BALANCE			

200-110	CURRENT YEAR ENCUMBRANCE	0.00	
200-111	PRIOR YEAR ENCUMBRANCE	0.00	
200-500	ACCOUNTS PAYABLE PENDING	0.00	
270-100	FUND BALANCE	<u>67,709.53</u>	
	TOTAL LIABILITIES & FUND BALANCE	67,709.53	
	TOTAL PROFIT / (LOSS)	633.68	
	TOTAL LIABILITIES & FUND BALANCE + PROFIT / (LOSS)		68,343.21

*** END OF REPORT ***			

BALANCE SHEET

AS OF: NOVEMBER 30TH, 2009

129-LIBRARY GRANT/DONATION

ACCT#	ACCOUNT NAME		
ASSETS			

100-102	CLAIM ON POOLED CASH	17,240.63	
100-103	TEXSTAR: 3444-000	26,124.12	
100-115	NOBLE TRUST: ACCT 2063352	0.00	
170-100	CURRENT YR RES FOR ENCUMBRANCE	(1,432.10)	
170-101	PRIOR YR RES FOR ENCUMBRANCE	<u>1,432.10</u>	
	TOTAL ASSETS		43,364.75

LIABILITIES & FUND BALANCE			

200-110	CURRENT YEAR ENCUMBRANCE	(1,432.10)	
200-111	PRIOR YEAR ENCUMBRANCE	1,432.10	
200-500	ACCOUNT PAYABLE PENDING	10,945.00	
270-100	FUND BALANCE	<u>34,634.39</u>	
	TOTAL LIABILITIES & FUND BALANCE	45,579.39	
	TOTAL PROFIT / (LOSS)	(2,214.64)	
	TOTAL LIABILITIES & FUND BALANCE + PROFIT / (LOSS)		43,364.75

*** END OF REPORT ***			

BALANCE SHEET

AS OF: NOVEMBER 30TH, 2009

140-PUBLIC UTILITIES FUND

ACCT#	ACCOUNT NAME		
ASSETS			

100-100	PETTY CASH	1,150.00	
100-101	CHASE WW&SS 97 ESCROW 201664.2	0.00	
100-102	CLAIM ON POOLED CASH	(507,478.37)	
100-103	INVESTMENTS - C O BONDS 2000	0.00	
100-104	INVESTMENTS	0.00	
100-105	CHASE #99-22784847	0.00	
100-106	TEXPOOL 78404; 2465300002	0.00	
100-107	MBIA TX-01-0247-0002	0.00	
100-108	CHASE GLOBAL #10203188.1	0.00	
100-109	TEXPOOL 78404; 2465300008	0.00	
100-110	TEXPOOL 78404; 2465300001	686,173.92	
100-112	TEXSTAR 2007-340	1,206,442.28	
100-113	TEXSTAR 2006-000	491,738.41	
100-114	PRINCOR: WATER/WASTEWATER	0.00	
100-116	MBIA TX-01-0247-0007	0.00	
100-117	TEXPOOL 2465300010	6,584,090.02	
120-100	ACCOUNTS RECEIVABLE	322,394.82	
120-101	CURRENT REFUND PAYABLE	(7,597.91)	
120-102	UNAPPLIED CREDITS	(18,432.67)	
120-103	MISC. ACCOUNTS RECEIVABLE	0.00	
120-130	ALLOWANCE-ACCTS. RECEIVABLE	(64,699.25)	
140-100	INVENTORY	64,317.07	
150-100	BOND ISSUANCE COSTS	46,550.00	
160-100	LAND	455,412.50	
160-200	BUILDINGS	2,073,655.25	
160-206	FIXED ASSETS: WORK IN PROGRESS	11,250,511.13	
160-225	PLANT DISTRIBUTION/COLLECTION	24,414,396.53	
160-235	EQUIPMENT	940,278.71	
170-100	CURRENT YR RES FOR ENCUMBRANCE	(211,215.11)	
170-101	PRIOR YR RES FOR ENCUMBRANCE	1,293.99	
180-100	PRE-PAID BRAZOS RIVER	0.00	
180-101	PRE-PAID EXPENSES	0.00	
190-100	DISCOUNT 1993 REFUNDING	0.00	
190-101	DISCOUNT 93 CO	0.00	
190-102	DEFERRED LOSS 93 REFUNDING	0.00	
190-103	ACCUMULATED DEPRECIATION	(11,343,971.21)	
	TOTAL ASSETS		36,385,010.11

LIABILITIES & FUND BALANCE

200-104	ACCRUED INTEREST PAYABLE	77,416.74	
200-110	CURRENT YEAR ENCUMBRANCES	(211,215.11)	
200-111	PRIOR YEAR ENCUMBRANCE	1,293.99	
200-200	FICA AND MEDICARE PAYABLE	(831.14)	
200-201	FEDERAL WITHHOLDING PAYABLE	(1,144.93)	
200-202	TMRS PAYABLE	(2,946.84)	
200-203	DEFERRED COMP PAYABLE	134.73	
200-208	ACCRUED VACATION	17,622.10	
200-209	CHILD SUPPORT PAYABLE	(207.18)	

BALANCE SHEET

AS OF: NOVEMBER 30TH, 2009

340-PUBLIC UTILITIES FUND

ACCT#	ACCOUNT NAME	
200-211	GARNISHMENTS PAYABLE	(22.50)
200-212	UNUM LIFE INS PAYABLE	(23.91)
200-213	TX DENTAL PLANS-AUSTIN PAYABLE	(17.50)
200-214	AFLAC PAYABLE	272.55
200-215	CLOTHES RENTAL PAYABLE	434.80
200-219	SCOTT & WHITE HEALTH PAYABLE	860.89
200-221	AMIL HEALTH PAYABLE	1,269.52
200-222	PRE-PAID LEGAL PAYABLE	38.85
200-223	GUARDIAN DENTAL	164.34
200-228	MISC. DEDUCTIONS PAYABLE	0.00
200-229	MET LIFE DENTAL PAYABLE	285.82
200-230	UNITED WAY PAYABLE	(1.00)
200-240	BONDS PAYABLE-CURRENT	419,690.50
200-300	RETAINAGE PAYABLE	0.00
200-500	ACCOUNTS PAYABLE PENDING	182,620.15
200-999	UNRECONCILED DIFFERENCES	(34.43)
230-103	93 CERTIFICATE OF OBLIGATION	0.00
230-104	93 REFUNDING BONDS	0.00
230-105	94 CERTIFICATE OF OBLIGATION	0.00
230-106	96 CERTIFICATE OF OBLIGATION	1,835,000.00
230-107	97 2.95M REVENUE BONDS	2,700,000.00
230-109	CAPITAL LEASE BANC ONE NEMI	0.00
230-112	3.5 M CO SERIES 2000	2,341,527.00
230-114	4.5M CO SERIES 2003 (65%)	2,382,870.00
230-115	4.2M COMB CO 2006 (4M)	4,000,000.00
230-116	10M COMB SERIES 2007 (7M)	7,000,000.00
230-117	9.615M COMB SERIES 08 (6.615M)	6,615,000.00
240-100	METER DEPOSITS	263,456.00
240-101	UNCLAIMED FUNDS	1,207.81
240-102	DEFERRED REVENUE - CONST COSTS	0.00
240-120	ALLOWANCE FOR BAD DEBT	114,074.12
250-100	CONTRIBUTED CAPITAL-WATER OPER	454,779.30
250-101	CONTRIBUTED CAPITAL SEWER OPER	60,475.00
270-100	FUND BALANCE	<u>8,177,918.22</u>
TOTAL LIABILITIES & FUND BALANCE		36,431,967.89
TOTAL PROFIT / (LOSS)		(46,957.78)
TOTAL LIABILITIES & FUND BALANCE + PROFIT / (LOSS)		36,385,010.11
		=====

*** END OF REPORT ***

BALANCE SHEET

AS OF: NOVEMBER 30TH, 2009

345-UTILITY IMPACT FEE FUND

ACCT#	ACCOUNT NAME		
ASSETS			

100-102	CLAIM ON POOLED CASH	303,316.04	
170-100	CURRENT YR RES FOR ENCUMBRANCE	0.00	
170-101	PRIOR YR RES FOR ENCUMBRANCE	<u>0.00</u>	
	TOTAL ASSETS		303,316.04

LIABILITIES & FUND BALANCE			

200-110	CURRENT YEAR ENCUMBRANCE	0.00	
200-111	PRIOR YEAR ENCUMBRANCE	0.00	
200-500	ACCOUNTS PAYABLE PENDING	0.00	
270-100	FUND BALANCE	<u>298,536.04</u>	
	TOTAL LIABILITIES & FUND BALANCE	298,536.04	
	TOTAL PROFIT / (LOSS)	4,780.00	
	TOTAL LIABILITIES & FUND BALANCE + PROFIT / (LOSS)		303,316.04

*** END OF REPORT ***			

BALANCE SHEET

AS OF: NOVEMBER 30TH, 2009

350-AIRPORT FUND

ACCT#	ACCOUNT NAME		
ASSETS			

100-102	CLAIM ON POOLED CASH	36,401.28	
100-103	INVESTMENTS @ CHASE	0.00	
100-104	CASH @ CHASE 099-22784847	0.00	
100-105	2002 ESCROW 10202245.1	0.00	
120-100	AIRPORT RECEIVABLES	9,083.57	
120-101	REFUND CHECKS PAYABLE	0.00	
160-100	LAND	859,833.00	
160-200	T-HANGERS (BUILDINGS)	1,264,756.23	
160-206	FIXED ASSETS:WORK IN PROGRESS	0.00	
160-210	EQUIPMENT	135,614.00	
160-300	RUNWAY	2,003,709.00	
160-335	FIELD EQUIPMENT	0.00	
170-100	CURRENT YR RES FOR ENCUMBRANCE	0.00	
170-101	PRIOR YR RES FOR ENCUMBRANCE	0.00	
190-103	ACCUMULATED DEPRECIATION	(718,573.22)	
	TOTAL ASSETS		3,590,823.86

LIABILITIES & FUND BALANCE			

200-100	ACCRUED ACCOUNTS PAYABLE	(179.25)	
200-110	CURRENT YEAR ENCUMBRANCE	0.00	
200-111	PRIOR YEAR ENCUMBRANCE	0.00	
200-200	FICA AND MEDICARE PAYABLE	0.00	
200-201	FEDERAL WITHHOLDING PAYABLE	0.00	
200-240	BONDS PAYABLE-CURRENT	0.00	
200-500	ACCOUNTS PAYABLE PENDING	1,414.06	
200-501	DUE TO FUND 100 (LOAN ADVANCE)	33,964.82	
200-502	DUE TO FUND 100 (2ND LN ADV)	152,803.80	
200-505	DUE TO OTHER FUNDS	19,710.00	
230-101	LONG TERM DEBT	358,065.00	
240-101	ACCRUED INTEREST PAYABLE	2,188.08	
250-100	CONTRIBUTED CAPITAL GRANT	2,011,189.92	
250-101	CONTRIBUTED CAPITAL CITY	75,265.82	
280-100	RETAINED EARNINGS	479,428.97	
281-100	PRIOR PERIOD ADJUSTMENTS	442,482.09	
	TOTAL LIABILITIES & FUND BALANCE	3,576,333.31	
	TOTAL PROFIT / (LOSS)	14,490.55	
	TOTAL LIABILITIES & FUND BALANCE + PROFIT / (LOSS)		3,590,823.86

*** END OF REPORT ***

BALANCE SHEET

AS OF: NOVEMBER 30TH, 2009

370-CEMETERY OPERATING FUND

ACCT#	ACCOUNT NAME		
ASSETS			

100-102	CLAIM ON POOLED CASH	54,224.05	
100-112	TEXSTAR: 2288-000	203,372.13	
170-100	CURRENT YR RES FOR ENCUMBRANCE	0.00	
170-101	PRIOR YR RES FOR ENCUMBRANCE	0.00	
190-103	ACCUMULATED DEPRECIATION	<u>0.00</u>	
	TOTAL ASSETS		257,596.18

LIABILITIES & FUND BALANCE			

200-110	CURRENT YR ENCUMBRANCE	0.00	
200-111	PRIOR YEAR ENCUMBRANCE	0.00	
200-200	FICA & MEDICARE PAYABLE	0.00	
200-201	FEDERAL WITHHOLDING PAYABLE	0.00	
200-500	ACCOUNTS PAYABLE PENDING	7,628.25	
270-100	FUND BALANCE	<u>251,723.21</u>	
	TOTAL LIABILITIES & FUND BALANCE	259,351.46	
	TOTAL PROFIT / (LOSS)	(1,755.28)	
	TOTAL LIABILITIES & FUND BALANCE + PROFIT / (LOSS)		257,596.18

*** END OF REPORT ***			

BALANCE SHEET
AS OF: NOVEMBER 30TH, 2009

382-FLEET SERVICES OPERATING

ACCT#	ACCOUNT NAME		
ASSETS			

100-102	CLAIM ON POOLED CASH	22,425.23	
100-103	LASALLE BANK ESCROW #998	0.00	
160-206	ESCROW FOR EQUIPMENT PURCHASES	0.00	
160-301	VEHICLES	0.00	
160-303	OFFICE EQUIPMENT	0.00	
160-305	FIELD EQUIPMENT	0.00	
160-306	HEAVY EQUIPMENT	0.00	
160-320	EQUIPMENT	0.00	
170-100	CURRENT YR RES FOR ENCUMBRANCE	(18,197.32)	
170-101	PRIOR YR RES FOR ENCUMBRANCE	905.00	
190-103	ACCUMULATED DEPRECIATION	0.00	
	TOTAL ASSETS		5,132.91

LIABILITIES & FUND BALANCE			

200-110	CURRENT YEAR ENCUMBRANCE	(18,197.32)	
200-111	PRIOR YEAR ENCUMBRANCE	905.00	
200-200	FICA AND MEDICARE PAYABLE	0.00	
200-201	FEDERAL WITHHOLDING PAYABLE	0.00	
200-202	TMRS PAYABLE	0.00	
200-203	DEFERRED COMPENSATION PAYABLE	0.00	
200-208	ACCRUED VACATION	2,678.31	
200-212	UNUM LIFE INSURANCE PAYABLE	14.86	
200-214	AFLAC PAYABLE	20.50	
200-215	CLOTHES RENTAL PAYABLE	0.00	
200-219	SCOTT & WHITE HEALTH PAYABLE	0.00	
200-222	PRE-PAID LEGAL PAYABLE	51.80	
200-229	MET LIFE DENTAL PAYABLE	0.00	
200-500	ACCOUNT PAYABLE PENDING	17,343.61	
260-121	RESERVE:FUTURE EQUIP PURCHASES	0.00	
270-100	FUND BALANCE	2,018.51	
	TOTAL LIABILITIES & FUND BALANCE	4,835.27	
	TOTAL PROFIT / (LOSS)	297.64	
	TOTAL LIABILITIES & FUND BALANCE + PROFIT / (LOSS)		5,132.91

*** END OF REPORT ***			

BALANCE SHEET

AS OF: NOVEMBER 30TH, 2009

384-FLEET REPLACEMENT FUND

ACCT#	ACCOUNT NAME		
ASSETS			

100-102	CLAIM ON POOLED CASH	218,576.71	
160-320	MACHINERY & EQUIPMENT	1,185,490.37	
170-100	CURRENT YR RES FOR ENCUMBRANCE	(273,096.24)	
170-101	PRIOR YR RES FOR ENCUMBRANCE	54,404.00	
190-103	ACCUMULATED DEPRECIATION	(<u>598,895.25</u>)	
	TOTAL ASSETS		586,479.59

LIABILITIES & FUND BALANCE			

200-104	ACCRUED INTEREST PAYABLE	0.00	
200-110	CURRENT YEAR ENCUMBRANCE	(218,692.24)	
200-111	PRIOR YEAR ENCUMBRANCE	600.00	
200-500	ACCOUNT PAYABLE PENDING	0.00	
230-115	CAPITAL LEASE PAYABLE-CURRENT	30,994.20	
230-120	CAP LEASE PAYABLE-NONCURRENT	96,513.23	
270-100	FUND BALANCE	<u>687,314.24</u>	
	TOTAL LIABILITIES & FUND BALANCE	596,729.43	
	TOTAL PROFIT / (LOSS)	(10,249.84)	
	TOTAL LIABILITIES & FUND BALANCE + PROFIT / (LOSS)		586,479.59

*** END OF REPORT ***			

11/30/09

Attachment E
Sales Tax Tracking Report

City of Taylor

Sales Tax Tracking (City's Portion)- FY 2009-10

	2002-03	2003-04	2004-05	2005-06	2006-07	2007-08	2008-09			Difference	
	Actual	Actual	Actual	Actual	Actual	Actual	Actual			\$ Amount	% from Est.
October	128,784	113,466	148,904	136,820	178,753	223,478	177,998	145,754	164,555	\$ 18,801	12.9%
November	171,260	165,629	217,691	216,476	278,949	276,383	235,220	230,612	211,014	\$ (19,599)	-8.5%
December	137,599	118,399	141,397	145,072	186,624	268,939	174,114	154,546			
January	111,071	136,083	147,119	162,339	221,297	231,952	175,991	172,940			
February	176,107	237,484	282,883	266,616	321,948	454,332	269,362	284,027			
March	105,311	118,251	162,227	152,344	177,904	212,501	153,137	162,292			
April	112,071	117,853	130,669	132,955	203,303	225,431	148,242	141,638			
May	159,961	204,615	203,911	248,743	279,416	292,008	216,214	264,987			
June	116,432	154,869	130,711	165,996	276,395	233,795	177,246	176,837			
July	130,466	176,438	137,011	186,325	306,169	234,836	170,014	198,492			
August	164,867	193,481	238,238	242,789	348,341	246,376	225,047	258,644			
Sept.	117,038	159,481	145,130	167,305	224,425	203,520	158,634	178,231			
% Monthly Increase over prior year	1.9%	36.3%	-9.0%	15.3%	34.1%	-9.3%	-22.1%	2,369,000	-23.7%	\$ (798)	

	2002-03	2003-04	2004-05	2005-06	2006-07	2007-08	2008-09			Difference	
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Estimate	Actual	\$ Amount	% from Est.
October	\$ 128,784	\$ 113,466	148,904	136,820	178,753	223,478	\$ 177,998	\$ 145,754	\$ 164,555	\$ 18,801	12.9%
November	\$ 300,044	\$ 279,095	\$ 366,595	353,296	457,702	499,862	\$ 413,218	\$ 376,367	\$ 375,569	\$ (798)	-0.2%
December	\$ 437,643	\$ 397,494	\$ 507,992	498,368	644,326	768,800	\$ 587,332	\$ 530,913			
January	\$ 548,714	\$ 533,577	\$ 655,111	660,707	865,623	1,000,752	\$ 763,323	\$ 703,853			
February	\$ 724,821	\$ 771,060	\$ 937,994	927,323	1,187,571	1,455,084	\$ 1,032,685	\$ 987,880			
March	\$ 830,132	\$ 889,312	\$ 1,100,221	1,079,667	1,365,475	1,667,585	\$ 1,185,823	\$ 1,150,173			
April	\$ 942,203	\$ 1,007,165	\$ 1,230,890	1,212,622	1,568,778	1,893,017	\$ 1,334,065	\$ 1,291,811			
May	\$ 1,102,165	\$ 1,211,780	\$ 1,434,801	1,461,365	1,848,194	2,185,024	\$ 1,550,279	\$ 1,556,797			
June	\$ 1,218,597	\$ 1,366,648	\$ 1,565,512	1,627,361	2,124,589	2,418,819	\$ 1,727,525	\$ 1,733,634			
July	\$ 1,349,063	\$ 1,543,086	\$ 1,702,523	1,813,686	2,430,758	2,653,655	\$ 1,897,540	\$ 1,932,126			
August	\$ 1,513,930	\$ 1,736,567	\$ 1,940,761	2,056,475	2,779,099	2,900,031	\$ 2,122,587	\$ 2,190,770			
Sept.	\$ 1,630,968	\$ 1,896,048	\$ 2,085,891	2,223,780	3,003,524	3,103,551	\$ 2,281,221	\$ 2,369,000			
% Y-T-D Increase over prior year	-4.6%	16.3%	10.0%	6.6%	35.1%	3.3%	-26.5%		-24.9%		

11/30/09

Attachment F

Listing of Current Investments

Monthly Financial Report - Attachment F
City of Taylor
Summary of Security Investments - As of 11/30/09

Source of Funds	Fund Type*	Investment Instruments	CUSIP Number	Invest. Type**	Settlement Date	Coupon Rate	Yield Rate	Maturity/ Call Date	Paid Principal/ Current Balance	Market Value	Interest	
											Month	FY to-Date
General Fund												
GF -Pooled Cash	F1	TexPool	2465300006	I 4	-	-	0.2112%	-	\$ 1,538,717	\$ 1,538,717	275	541
Current Operating	F1	Princor Portfolio	6FR-139362	I 2	-	-	1.9350%	-	\$ 652,000	\$ 652,000	6,263	7,013
Current Operating	F1	City-Money Market	4260618	I 5	-	-	0.5200%	-	\$ 12,153	\$ 12,153	5	12
Noble - Library	F6	TexStar (Noble)	24606/3444/000	I 4	-	-	0.1986%	-	\$ 26,124	\$ 26,124	4	9
General Fund - I & S	F4	TexPool	2465300003	I 4	-	-	0.2112%	-	\$ 171,452	\$ 171,452	30	60
Subtotal General Fund									\$ 2,400,446	\$ 2,400,446	6,599	7,814
Utility Funds												
Water Fund	F1	TexPool	2465300001	I 4	-	-	0.2112%	-	\$ 686,174	\$ 686,174	119	241
CO Series 2006	F2	TexStar	24606/2006//000	I 4	-	-	0.1986%	-	\$ 491,738	\$ 491,738	80	169
CO Series 2007	F2	TexStar	24606/2007/340	I 4	-	-	0.1986%	-	\$ 1,206,442	\$ 1,206,442	197	426
CO Series 2008	F2	TexPool	2465300010	I 4	-	-	0.2112%	-	\$ 6,584,090	\$ 6,584,090	1,143	2,314
Subtotal Utility Funds									\$ 8,968,445	\$ 8,968,445	1,543	3,150
CemeteryFund												
PermanentTrust Fund	F3	TexPool	2465300007	I 4	-	-	0.2112%	-	\$ 1,218	\$ 1,218	0.24	1
PermanentTrust Fund	F3	Princor Portfolio	6FR-139222	I 2	-	-	1.9350%	-	\$ 820,197	\$ 820,197	2,124	2,373
PermanentTrust Fund	F2	MBIA CLASS	TX-01-0247-0006	I 4	-	-	0.2800%	-	\$ 30,293	\$ 30,293	7	15
Cemetery Operating Fund	F6	TexStar (Noble)	24606/2288/000	I 4	-	-	0.1986%	-	\$ 203,372	\$ 203,372	33	69
Subtotal Cemetery Funds									\$ 1,055,080	\$ 1,055,080	2,164	2,457
Total All Funds									\$ 12,423,971	\$ 12,423,971	10,306	13,421

Monthly Financial Report - Attachment F
City of Taylor
Summary of Security Investments - As of 11/30/09

*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

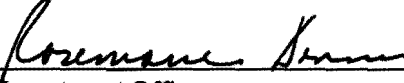
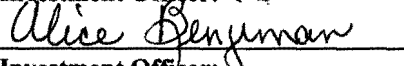
**Investment Types:			
Code	Description:	% Authorized	Current %
I 1	U.S. Treasuries (Notes,Bills, Bonds)	100%	0%
I 2	U.S. Agencies & Instrumentalities	80%	12%
I 3	Certificates of Deposit	50%	0%
I 4	Eligible Investment Pools	100%	88%
I 5	Money Market Mutual Funds	50%	0.10%
I 6	Repurchase Agreements	50%	0%
I 7	Commercial Paper	65%	0%
		Total	100%

Book Value:	As of 11/30/09	As of 10/31/09	Change
I 1 \$	-	\$ -	\$ -
I 2 \$	1,472,197	\$ 1,463,142	\$ 9,055
I 3 \$	-	\$ -	\$ -
I 4 \$	10,939,621	\$ 11,256,015	\$ (316,395)
I 5 \$	12,153	\$ 12,148	\$ 5
I 6 \$	-	\$ -	\$ -
I 7 \$	-	\$ -	\$ -
Total Book Value	\$ 12,423,971	\$ 12,731,305	\$ (307,334)

Market Value:	As of 11/30/09	As of 10/31/09	Gain/(Loss)
I 1 \$	-	\$ -	\$ -
I 2 \$	1,472,197	\$ 1,463,142	\$ 9,055
I 3 \$	-	\$ -	\$ -
I 4 \$	10,939,621	\$ 11,256,015	\$ (316,395)
I 5 \$	12,153	\$ 12,148	\$ 5
I 6 \$	-	\$ -	\$ -
I 7 \$	-	\$ -	\$ -
Total Market Value	\$ 12,423,971	\$ 12,731,305	\$ (307,334)

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. R09-16 of the City of Taylor.


Investment Officer: _____

Investment Officer: _____

12/18/09
Date
12/18/09
Date



***City Council Meeting
January 14, 2010
Agenda Item Transmittal***

Agenda Item #: 5
Agenda Title: Proclamation: Martin Luther King, Jr. Day
Council Action to be taken: Read Proclamation and make presentation to Anthony Watson.
Initiating Department: Mayor
Staff Contact: Susan Brock, City Clerk

1. INTRODUCTION/PURPOSE

Proclamation to recognize MLK Day Celebration for Monday, January 18, 2010. Rve. Watson will be accepting the proclamation.

2. DESCRIPTION/ JUSTIFICATION

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

MLK Day Celebration scheduled for Monday, January 18, 2010.

5. RECOMMENDATION

6. REFERENCE FILES

5a. Proclamation

PROCLAMATION

Martin Luther King, Jr. Day

WHEREAS, Martin Luther King, Jr. devoted his life to the advancement of civil rights and public service; and

WHEREAS, Dr. King recognized that greatness can be achieved through the service of his or her fellow man; and

WHEREAS, during his lifetime, Dr. King encouraged all Americans to serve their neighbors and work to better their communities; and

WHEREAS, the citizens of Taylor, Texas honor Dr. King's legacy with a day of remembrance in January that focuses on bringing people together to fulfill Dr. King's dream; and

THEREFORE, the City Council of the City of Taylor, does hereby proclaim

Monday, January 18, 2009
"Dr. Martin Luther King, Jr. Day"

PROCLAIMED this the 14th day of January, 2010.

Mayor Rod Hortenstine



***City Council Meeting
January 14, 2010
Agenda Item Transmittal***

Agenda Item #: 6

Agenda Title: Conduct Public Hearing regarding the establishment of a Municipal Drainage Utility System (MDUS).

Council Action to be taken: Conduct Public Hearing, no action required.

Initiating Department: City Administration

Staff Contact: Jim D. Dunaway, City Manager
Casey Sledge, P.E., Consulting City Engineer

1. INTRODUCTION/PURPOSE

Prior to considering passage of Ordinance 2009-32, two public hearings must be conducted. While you have conducted one public hearing already on this matter, this Public Hearing will be considered the one of record in accordance with the ordinance. No public input was received at the prior Public Hearing.

2. DESCRIPTION/ JUSTIFICATION

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

6. REFERENCE FILES



***City Council Meeting
January 14, 2010
Agenda Item Transmittal***

Agenda Item #: 7
Agenda Title: Consider approving Ordinance 2009-32 creating a
Municipal Drainage Utility System (MDUS).
Council Action to be taken: Authorize staff to proceed with creation of this system
Initiating Department: City Administration
Staff Contact: Jim D. Dunaway, City Manager
Casey Sledge, P.E., Consulting City Engineer

1. INTRODUCTION/PURPOSE

This ordinance was introduced at the October 8, 2009 meeting. Please be reminded that this ordinance, in its current format, does not include any exemptions other than the state mandated ones and also does not include a fee schedule. Staff will be conducting a workshop with you to discuss both matters at a future date.

2. DESCRIPTION/ JUSTIFICATION

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

Staff recommends that Council approve Ordinance 2009-32.

6. REFERENCE FILES

- 7a. Ordinance 2009-32
- 7b. MDUS Revised Schedule

ORDINANCE 2009-32

AN ORDINANCE OF THE CITY OF TAYLOR ENTITLED "MUNICIPAL DRAINAGE UTILITY SYSTEM"; ESTABLISHING A MUNICIPAL DRAINAGE UTILITY SYSTEM; SETTING FORTH DEFINITIONS; ESTABLISHING AND CALCULATING DRAINAGE UTILITY CHARGES AND CATEGORIES AND MONTHLY DRAINAGE UTILITY FEES; ESTABLISHING THE BILLING AND PAYMENT OF DRAINAGE UTILITY FEES; PROVIDING FOR AN APPEAL AND HEARING PROCESS; PROVIDING PENALTIES AND REMEDIES FOR FAILURE TO PAY FEES; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, within the City of Taylor ("City") there is an existing drainage system which has been developed over a number of years for the purpose of collecting and disposing of storm water runoff; and

WHEREAS, it will be necessary and essential to ensure that the collection of storm water runoff and control of storm water within the City limits adequately protects the health, safety, and welfare of the citizens of the City including, but not limited to, the protection from loss of life and damage to property caused by surface water overflows and surface water stagnation; and

WHEREAS, the City Council finds that impervious cover increases and alters runoff and associated pollutants, making it is necessary and essential that the City address the various environmental issues that may further burden its storm water infrastructure requirements; and

WHEREAS, the City Council directs the City to provide storm water service for all real property in the proposed service area in a nondiscriminatory, reasonable, and equitable terms; and

WHEREAS, Chapter 402, Subchapter C of the Texas Local Government Code (the "Act"), as amended, authorizes the City to establish a municipal drainage utility system within the boundaries of the City; and

WHEREAS, the Act authorizes the City to provide rules for the use, operation and financing of the drainage utility system; and

WHEREAS, the Act authorizes the City to prescribe basis upon which to fund the municipal drainage utility system and to assess the fees and charges to support the municipal drainage utility system; and

WHEREAS, the Act authorizes the City to provide exemptions of certain governmental and other entities or persons from the payment of these charges; and

WHEREAS, through the adoption of this ordinance, the City desires to establish rules to support the City's adoption of the Act and the City's declaration that the drainage utility system of the City to be a public utility; and

WHEREAS, in setting the schedule of charges for drainage utility service, the calculations are based on an inventory of the parcels within the City and the development on the benefited properties; and

WHEREAS, it is the intent of the City to fund a drainage utility system that fairly and equitably allocates the cost of storm water control to properties in proportion to storm water runoff potential for each type of property.

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

SECTION I.

DEFINITIONS

The following definitions apply to the establishment and the operation of the Drainage Utility System:

(1) **Act** means Chapter 402, Subchapter C of the Texas Local Government Code.

(2) **Benefited Property** means an improved or developed parcel, lot or tract to which storm water service is made available.

(3) **Customer** means the person(s) or entity(ies) that is recorded as the customer, or user of utility services for a parcel as recorded in the records of the City's utility or tax billing system.

(4) **Developed Property** means a lot or tract that has been improved with impervious surface. Improved refers to a lot or parcel that has been changed from its natural state.

(5) **Director** means the City Manager or the designated representative.

(6) **Drainage Infrastructure** means the property, real, personal or mixed, that is used in providing storm water capabilities and capacity to manage and control storm water runoff for the Drainage Utility System, including bridges, catch

basins, channels, conduits, creeks, culverts, detention ponds, retention ponds, ditches, draws, flumes, pipes, pumps, sloughs, treatment works, and appurtenances to those items, whether natural or artificial, or using force or gravity, that are used to draw off surface water from land, carry the water away, collect, store, or treat the water, or divert the water into natural or artificial watercourses.

(7) **Drainage Utility Fee** means the charge, including interest and penalties paid by the Customer/Owner of a Benefited Property for services provided by the Drainage Utility System including, but not limited to, the items described in “cost-of-service” in Section 402.044(2) of the Act and any charges for future funding of the Drainage Utility System construction as described in Section 402.044(4).

(8) **Drainage Utility System** means the Drainage Utility System owned or controlled, in whole or in part by the City, including the City’s existing storm water and drainage facilities, materials, and supplies, and dedicated to the service of Benefited Properties, and including provision for additions, extensions, and improvements thereto and replacements thereof.

(9) **Drainage Utility Only Account** means a utility billing account that is established for the sole purpose of billing applicable Drainage Utility Fees where no other utility services are provided through the City.

(10) **Equivalent Residential Unit or ERU** means 2,500 square feet of impervious area or surface.

(11) **Impervious Area or Impervious Surface** means a surface that has been compacted or covered with a layer of material so that it is highly resistant to infiltration by water and does not have a natural state of vegetative cover. Impervious areas include, but are not limited to, compacted soils with a surface treatment, gravel or crushed stone surfaces, asphalt or concrete pavement, buildings, pavement, parking lots, driveways, sidewalks, private roads and other man-made structure, surface, or uses that is built or laid on the natural surface of the land which has the effect of increasing, concentrating, or otherwise altering storm water runoff so that flows are increased.

(12) **Non Residential Property** means all Developed Properties within the City that are not used for residential purposes. Multi-Family Residential Property is considered as Non Residential Property in this ordinance.

(13) **Owner** means the person(s) or entity(ies) recorded as the owner of a lot or parcel as recorded in the records of the Williamson County Appraisal District.

(14) **Parcel** means one (1) or more lots or tracts, or portions of lots or tracts.

(15) **Residential Property** means any property platted, zoned or used for single or two (2) family residential development upon which a single or two (2) family home has been constructed or placed, including manufactured homes.

(16) **Storm Water Runoff Potential** means relative potential for causing storm water runoff quantities or velocities from a parcel based on the type of development or land use on the parcel.

(17) **Wholly Sufficient and Privately Owned Drainage System** means land and facilities owned and operated by a person or entity other than the City's Drainage Utility System, the storm water from which does not discharge under any storm frequency event or conditions into a creek, river, slough, culvert, channel, other infrastructure or facility that is part of the City's Drainage Utility System.

SECTION II.

ESTABLISHMENT OF STORM WATER UTILITY

(A) The City Council finds, as required by Section 402.045(b), Adoption of System; Rules, of the Texas Local Government Code, that the City shall:

- (1) Establish a schedule of drainage charges against all real property in the proposed service area subject to charges;
- (2) Provide drainage service for all real property in the proposed area upon payment of drainage charges (except real property that is exempt from such charges); and
- (3) Offer drainage service on nondiscriminatory, reasonable, and equitable terms.

(B) Chapter 402, Municipal Utilities, Subchapter C, Municipal Drainage Utility Systems, of the Texas Local Government Code is adopted, and this ordinance shall be administered in accordance with its provisions.

(C) The Drainage Utility System of the City is declared to be a public utility. Existing facilities are incorporated in the Drainage Utility as permitted by Section 402.046, Incorporation of Existing Facilities, of the Texas Local Government Code.

SECTION III.

SERVICE AREA

The Drainage Utility service area is the area of land located within the city limits of the City of Taylor except as provided in Section XI. Upon the effective dates of completed annexation of additional lands into the City of Taylor, each such annexed additional land shall become part of the service area. Land annexed for limited purposes shall become part of the service area upon annexation for full purposes.

SECTION IV.

ESTABLISHMENT OF A DRAINAGE UTILITY FEE

- (A) A Drainage Utility Fee is hereby established.
- (B) The Drainage Utility Fee shall be paid by the user of each Benefited Property in the service area.
- (C) The Drainage Utility Fee is based on:
 - (1) the developed use of the Benefited Property; and
 - (2) the measured or estimated amount of impervious area or surface on the Benefited Property.

SECTION V.

CATEGORIES OF DRAINAGE UTILITY RATES

- (A) The City Council finds that impervious cover increases runoff and associated pollutants. For the purposes of calculating the Drainage Utility Fee, an ERU shall be the established standard billing unit. Each Benefited Property shall be categorized as one of the following:
 - (1) Residential Property. Residential Property shall be determined based on the most recent Williamson County Appraisal District property data. The median single family residential parcel in Taylor has been determined to have approximately 2,500 square feet of impervious area or surface or one (1) ERU.

(2) Non Residential Property. Fees for Non Residential Benefited Properties shall be based on the total estimated impervious area on each parcel divided by 2,500 square feet to determine the number of ERUs or billing units.

(B) The City Council finds that it is equitable to assess the Drainage Utility Fee to each Residential user on a flat rate basis.

(C) The City Council finds that it is equitable to assess the Drainage Utility Fee to each Non Residential user on the basis of the number of ERU's in a parcel, which shall be obtained by dividing the estimated impervious area or surface by 2,500 square feet. The calculated number of ERU's will be rounded to the nearest whole integer to determine the monthly fee.

(D) The City Council may review the schedule of rates at any time and may, by ordinance, increase or decrease said rates within the schedule, upon a reasonable determination that said increase or decrease is warranted.

SECTION VI.

BILLING FOR DRAINAGE UTILITY FEE

(A) The Drainage Utility Fee shall be shown as a separate listing on the monthly water utility bill from the City.

(B) The Drainage Utility Fee will be charged to the Customer/Owner currently established as the responsible party for City's water utility service.

(C) For a parcel that is not occupied by a customer that may use water, wastewater, solid waste or other utility service and considered by the City to be vacant, either on a temporary or permanent basis, the City may bill the owner of the parcel for the Drainage Utility Fee.

(D) Where the City does not bill water, sewer or solid waste to a Customer/Owner, the City is hereby authorized to establish a "Drainage Utility Only Account" and to bill the Drainage Utility Fee to either the Customer/Owner.

(E) Any charge due hereunder which is not paid when due may be recovered in an action at law by the City. In accordance with Chapter 402.050 of the Texas Local Government Code failure of a user of the Drainage Utility System to pay the charges promptly when due shall subject such user to any remedy or penalty provided by law or in this Section, including discontinuance of any utility services provided by the City and placement of a lien against the property.

SECTION VII.

DRAINAGE UTILITY FUND

(A) A Drainage Utility fund is created.

(B) The Drainage Utility fund shall be administered in accordance with Section 402.049, Segregation of Income, of the Texas Local Government Code.

SECTION VIII.

ADMINISTRATION; RULES

(A) The Director shall administer this ordinance.

(B) The Director shall promulgate rules necessary to administer this ordinance.

SECTION IX.

APPEALS

(A) Subject to the restrictions set forth in this Section, any Customer/Owner who believes the calculation or determination of the Drainage Utility Fee assessed against them to be incorrect may appeal the fees to the Director; and the Director shall evaluate the appeal based on the methodologies for calculating the Drainage Utility Fee set forth in this Ordinance.

(B) The appeal shall be in writing and set forth, in detail, the relief sought, the grounds upon which relief is sought and whether the petitioner requests a hearing on its appeal.

(C) The appeal shall be filed with such Director within fifteen (15) business days of the Customer/Owner receiving the billing statement from the City. The billing statement shall be deemed received five (5) days after it is placed in a mail receptacle of the United States Postal Service.

(D) Failure to submit a timely written appeal for reconsideration shall be deemed to be a waiver of any further right to administrative reconsideration or reviews on such billing statement.

(E) The Customer/Owner requesting an adjustment may be required, at the Customer/Owner's cost, to provide supplemental information to the Director, including but not limited to survey data approved by a Texas licensed professional land surveyor, engineering reports approved by a Texas licensed professional engineer, or other documentation the Director deems necessary. Failure to provide requested information in a timely manner may result in the denial of the adjustment request.

(F) Within a reasonable time of the submittal of an appeal, the Director shall either grant the petition and modify the Drainage Utility Fee assessed; deny the petition if no adjustment is warranted; or a hearing is deemed necessary by the Director, set a hearing on the petition for appeal.

SECTION X.

HEARINGS

(A) If a hearing is deemed necessary by the Director, then the Director shall set a hearing to determine if an adjustment should be made to the Drainage Utility Fee assessed to the Customer/Owner.

(B) Written notice of the hearing shall be served on the petitioner at least fifteen (15) days prior to the hearing. Notice shall be served in person or by certified mail, return receipt requested.

(C) Notice shall specify the date, time and place of the hearing.

(D) Notice shall be deemed received five (5) days after it is placed in a mail receptacle of the United States Postal Service.

(E) For purposes of this Section, the Director shall be empowered to administer oaths and to promulgate procedural rules for the conduct of the hearing.

(F) Decisions shall be based on a preponderance of the evidence and the petitioner shall have the burden of proof to demonstrate that the Drainage Utility Fee is not applicable, that the petitioner's property is exempt from the charge, that the Drainage Utility Fee was calculated incorrectly or that the determination of the value of the Drainage Utility Fee was not calculated according to the applicable Drainage Utility Fee schedule or the guidelines established in this ordinance.

(G) The Director shall act as the hearing officer.

(H) After the conclusion of the hearing, the Director shall make written findings and shall issue a written decision without undue delay.

(I) The decision of the Director shall be final.

SECTION XI.

EXEMPTIONS

The following entities or persons shall be exempt from this ordinance:

(A) Any property to which a mandatory exemption under Chapter 402.053 of the Local Government Code applies, including without limitation:

(1) Property with proper construction and maintenance of a wholly sufficient and privately owned storm water system that does not discharge under any storm frequency events or conditions to waterways controlled or maintained by the City;

(2) Property held and maintained in its natural state, until such time that the property is developed and all of the public infrastructure constructed has been accepted by the City for maintenance; and

(3) A subdivided parcel or lot, until a structure has been built on the lot and a certificate of occupancy has issued, or the municipality has taken another official action to release the property for occupancy.

(B) Any property to which a mandatory exemption under Chapter 430.003 of the Local Government Code applies, including without limitation:

(1) a state agency; and

(2) a public institution of higher education.

SECTION XII.

NO WAIVER OF IMMUNITY

This Ordinance does not warrant, guarantee, or provide any assurance that a Benefited Property will be free from flooding or erosion, and does not create additional duties on the part of the City. This Ordinance does not waive the City's immunity under any law.

SECTION XIII.

CUMULATIVE PROVISIONS

This ordinance shall be cumulative of all provisions of ordinances and of the Code of the City of Taylor, Texas, as amended, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances and such Code, in which event conflicting provisions of such ordinances and such Code are hereby repealed.

SECTION XIV.

SEVERABILITY CLAUSE

It is hereby declared to be the intention of the City Council that the phrase, clause, sentence, paragraph or section of this ordinance are severable and, if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION XV.

PENALTY CLAUSE

Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance shall be fined not more than two thousand dollars (\$2,000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION XVI.

RIGHTS AND REMEDIES

All rights and remedies of the City of Taylor, Texas, are expressly saved as to any and all violations of the provisions of the ordinances amended herein, which have accrued at the time of the effective date of this ordinance and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

SECTION XVII.

PUBLICATION

The City Secretary of the City of Taylor, Texas, is hereby directed to publish the caption of this ordinance for two (2) days in the official newspaper of the City of Taylor, Texas, as authorized by Section 52.013, Texas Local Government Code.

SECTION XVIII.

EFFECTIVE DATE

In accordance with Article VIII, Section 1 of the City Charter, this Ordinance was introduced before the City Council of the City of Taylor, Texas, on the 8th day of October, 2009.

PASSED, APPROVED and ADOPTED on this the _____ day of _____, 2009.

Rodney Hortenstine,
Mayor

ATTEST:

Susan Brock, City Clerk

APPROVED AS TO FORM:

Ted W. Hejl, City Attorney

City of Taylor Municipal Drainage Utility System Implementation Assistance Sledge Engineering & Hafl Associates, Inc						REVISED AS OF: Tuesday, January 05, 2010	
	M	T	W	T	F	Date	Action
January 2010	4 11 18 25	5 12 19 26 Council	6 13 20 27	7 14 21 28	8 15 22 29	Jan 14	Council: Public Hearing on "Create Utility" Ordinance + Pass Ordinance Meeting: Discuss Remaing Tasks
February 2010	1 8 15 22	2 9 16 23 Council	3 10 17 24	4 11 18 25	5 12 19 26	Feb 1	Notice-to-Proceed: Update Database with missing Non-Residential Properties Update Database with missing Non-Residential Properties Update Database with missing Non-Residential Properties Update Database with missing Non-Residential Properties
March 2010	1 8 15 22 29	2 9 16 23 Council 30	3 10 17 24 31	4 11 18 25	5 12 19 26	Mar 8	Meeting: Discuss results of updates to database (Casey, Jim, Moya, Scheibe) Notice-to-Proceed: Perform Project Prioritization Analysis Project Prioritization Analysis Project Prioritization Analysis Project Prioritization Analysis
April 2010	5 12 19 26	6 13 20 27 Council	7 14 21 28	1 8 15 22 29 30	2 9 16 23 30	Apr 6 Apr 20	Meeting: Discuss results of Project Prioritization Analysis (Casey, Jim, Moya, Scheibe) Final "Set Rate" Ordinance Approved by City Attorney Final Funding Priorities and Rates set; Council: Costs, Rate Structure and RATE CHOICE
May 2010	3 10 17 24 31	4 11 18 25 Council	5 12 19 26	6 13 20 27	7 14 21 28	May 1 May 22	1st Printing of "Set Rate" Ordinance - 30 days (or more) prior to hearing 2nd Printing of Rate Schedule
June 2010	7 14 21 28	1 8 15 22 Council 29	2 9 16 23 30	3 10 17 24	4 11 18 25	June 5 June 10	3rd Printing of Rate Schedule Council: Public Hearing on "Set Rate" Ordinance + Pass Ordinance Prep for Billing Prep for Billing Prep for Billing
July 2010	5 12 19 26	6 13 20 27 Council	7 14 21 28	1 8 15 22 29	2 9 16 23 30		Prep for Billing Prep for Billing Prep for Billing

First Storm Water Utility Billing Cycle (Jan 1, 2011)



City Council Meeting January 14, 2010 Agenda Item Transmittal

Agenda Item #: 8

Agenda Title: Conduct Public Hearing and consider introducing Ordinance 2010-1 to rezone property owned by D & R Associates Inc. located in the vicinity of 500 and 512 West Second Street, also known as Lots 1 and 2 and part of Lot 3 (S/pt) and Lots 9-10 (E/pts) Block 61, City of Taylor, from Local Business (B-1) to General Business (B-2).

Council Action to be taken: Conduct Public hearing and consider introducing Ordinance 2010-1

Initiating Department: Community Development

Staff Contact: John Elsdon, AICP
City Planner

1. INTRODUCTION/PURPOSE

The purpose of this item is to conduct a public hearing and introduce Ordinance 2010-1 that would approve the rezoning request.

2. DESCRIPTION/ JUSTIFICATION

Location of the Property

500 and 512 W 2nd St

Property Owners

D & R Associates, Inc.

Applicant

Marc Decker, Patschke & Patschke

Applicant's intentions for the property (development objective)

Auto Repair & Auto Sales

Existing Zoning

B-1, Local Business

Proposed Zoning

B-2, General Business

Zoning History

Unknown

Future Land Use Map

Downtown Neighborhood: The City of Taylor Comprehensive Plan describes this as *“Older areas of the City where rehabilitation, repair and infill (new) housing should be encouraged. Small-scale neighborhood businesses (restaurants, small stores, personal services) are also encouraged.”*

If the property were to be rezoned to DN, which would be supported by the Plan, the DN District does not permit auto repair or sales, nor does B-1, which is the current zoning of the property.

Current Use of Property

Auto repair & sales (500 W 2nd, the use is legally non-conforming)

Surrounding Property: Existing Conditions and Zoning

North: B-1, Residential

South: M-1, commercial/industrial

East: B-1, vacant

West: B-1, Residential

Existing Thoroughfares (type and size)

W 2nd St, 102'

The City's Thoroughfare Plan

W 2nd St, Minor Arterial, 80' to 100' ROW, road to be under construction during 2010

Platting Information

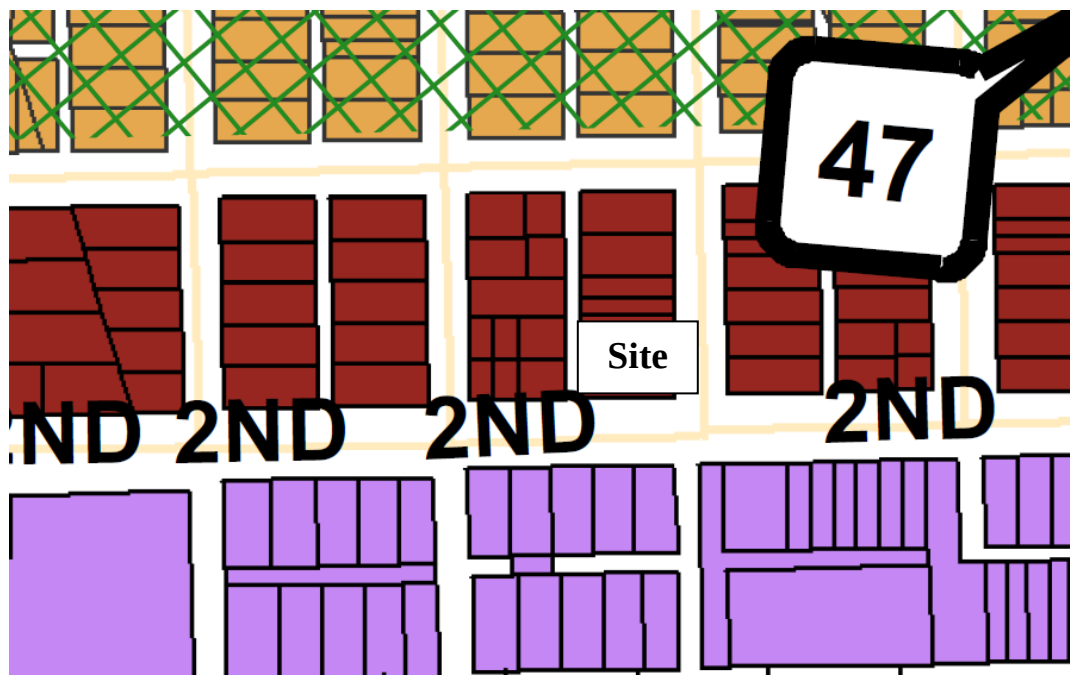
The property is platted

Other Information:

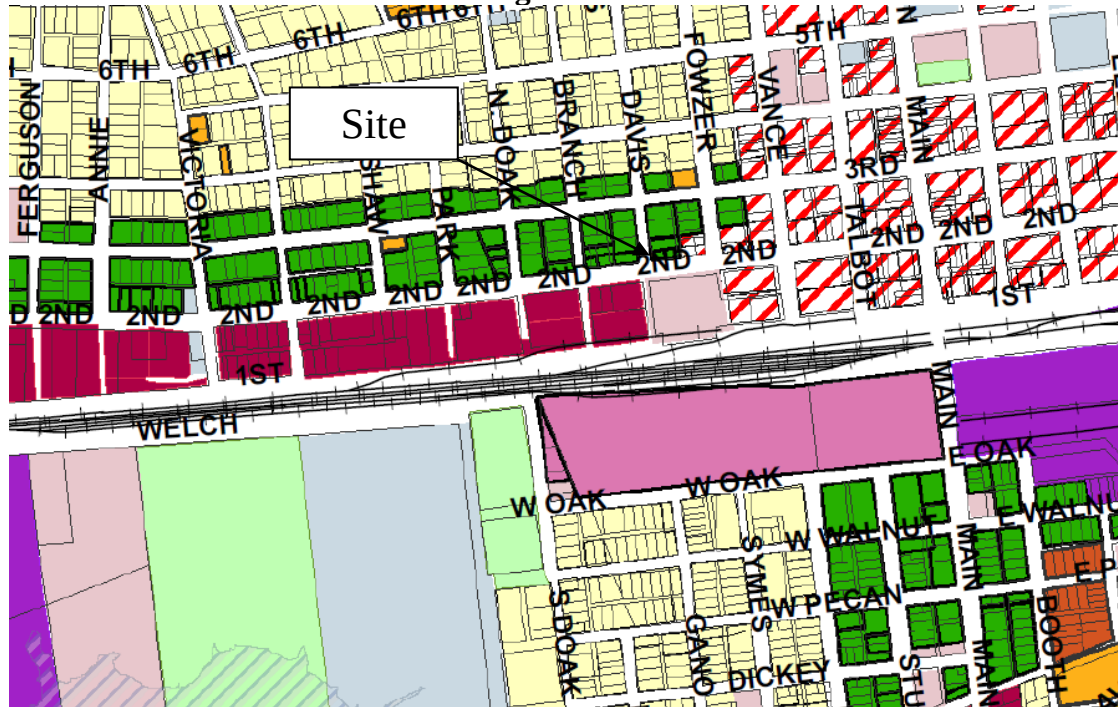
500 & 512 2nd Street Rezone Request Location:



Current Zoning – B-1



Future Land Use Plan: Downtown Neighborhood



Discussion

This rezone was heard by the Planning and Zoning Commission during March of 2009. Since the applicant and owner did not have a deed to the property, Council did not introduce the Ordinance at the April 9 2009 Council Meeting. The applicant delivered a deed to the property during early December of this year, and it was noticed for City Council potential action at this meeting of January 14, 2010.

Recommendation

The Planning and Zoning Commission recommended approval of this request at their meeting on March 10, 2009. No comments were received from anyone in attendance at the hearing except for the applicant. No letters were received in support of, or in opposition to, this application.

Staff recommends that the Future Land Use Map be modified to reflect Commercial for this lot.

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

Staff recommends that Council conduct the public hearing and introduce Ordinance 2010-1.

6. REFERENCE FILES

8a. [Ordinance 2010-1](#)

ORDINANCE NO. 2010-1

AN ORDINANCE CHANGING THE ZONING OF LOTS 1 AND 2 AND THE SOUTH ONE HALF OF LOT 3, AND THE EAST PORTIONS OF LOTS 9 AND 10 IN BLOCK 61 OF THE CITY OF TAYLOR, LOCATED AT 500 AND 512 WEST SECOND STREET MORE FULLY DESCRIBED HEREIN FROM LOCAL BUSINESS (B-1) TO GENERAL BUSINESS (B-2); AMENDING THE OFFICIAL ZONING MAP TAYLOR, TEXAS, TO SHOW THE ZONING CHANGES ADOPTED HEREIN; PROVIDING A SAVINGS CLAUSE.

Whereas, the Taylor City Council conducted a public hearing January 14, 2010 to consider the request made by D & R Associates, Inc., the sole owner of Lots 1 and 2 and the south one half of Lot 3, and the east portions of Lots 9 and 10 in Block 61 of the City of Taylor, Texas, located at 500 and 512 West Second Street, Taylor, Texas, but more fully and legally described in a deed dated November 13, 2009, from Mark R. Campbell and Sandra Ann Campbell to D&R Associates, Inc. filed of record as document 2009083973 Official Public Records, Williamson County Texas, and a deed dated November 13, 2009, from Billy Joe Gibson to D & R Associates, Inc, filed of record as document 2009084421 Official Records, Williamson County Texas, ("Property"); and

Whereas, the Planning and Zoning Commission, after conducting a public meeting March 10, 2009, to consider the zoning request, recommended the zoning change to the City Council; and

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

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

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

SECTION 2. The Property is changed from Zoning Local Business (B-1) to General Business (B-2).

SECTION 3. The Official Zoning map of the City of Taylor, Texas, is changed to show the Property zoning changed from Local Business (B-1) to the classification and designation General Business (B-2).

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

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

SECTION 6. In accordance with Article 8 of the City Charter, Ordinance 2010-1 was introduced before the Taylor City Council on the 14th day of January, 2010.

PASSED, APPROVED, and ADOPTED on the _____ day of _____, 2010.

Rodney Hortenstine, Mayor

ATTEST:

Susan Brock, City Clerk

APPROVED AS TO FORM:

Ted W. Hejl,
City Attorney

CERTIFICATE

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

I, Susan Brock, being the current City Clerk of the City of Taylor, Texas, do hereby certify that the attached is a true and correct copy of Ordinance No. 2010-1, passed and approved by the City Council of the City of Taylor, Texas, on the _____ day of _____, 2010, and such Ordinance was duly introduced, passed, approved and adopted at meetings open to the public and notices of the meetings, giving the dates, places, and subject matter thereof, were posted as prescribed by Government Code Section 551.043.

Witness my hand and seal of office this _____ day of
_____, 2010.

Susan Brock
City Clerk



***City Council Meeting
January 14, 2010
Agenda Item Transmittal***

Agenda Item #: 9
Agenda Title: Consider extending contract with IESI for one-year for Solid Waste Collection services.

Council Action to be taken: Approve, deny or table

Initiating Department: Public Works/Utilities

Staff Contact: Danny Thomas, Director of Public Works

1. INTRODUCTION/PURPOSE

To consider a request from IESI for a one-year extension to the current Solid Waste Collection Contract Agreement.

2. DESCRIPTION/ JUSTIFICATION

Under Section 4.0, Term and Termination, Paragraph 4.2 Extension, pages 6-7, states this agreement may, after the initial term, be extended for additional one-year periods as provided in this Section, if the agreement is not extended, it will expire at the end of the current term.

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

The effective term of extension would be from February 1, 2011 to January 31, 2012

5. RECOMMENDATION

Staff recommends granting a one-year extension

6. REFERENCE FILES

- 9a. IESI's Notification for Extension Letter from Mr. Jim Hare
9b. Ordinance No.2002-44 Solid Waste Collection Contract



December 15, 2009

Mr. Jim Dunaway
City Manager
City of Taylor
400 Porter Street
Taylor, TX 76574

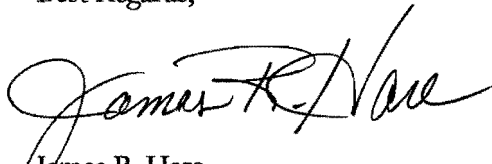
Dear Mr. Dunaway:

Please accept this letter as written notification of our intent to seek a one-year extension, as required under Section 4.0 Term and Termination, paragraph 4.2 Extension on pages 6-7 of the Solid Waste Collection Agreement. The effective term of the extension requested would be from February 1, 2011 through January 31, 2012.

IESI TX Corporation is both pleased and excited about the opportunity to continue to provide collection and disposal of solid waste to the City of Taylor. We take great pride in the fact that customer service, to both the City of Taylor and its citizens, is paramount in our corporate thought process. We take the delivery of environmental services very seriously. Our Customer Satisfaction, Safety and Maintenance programs are great assets to IESI as we are committed to deliver the highest quality services to communities and businesses throughout the United States. Strong communication with both the City and your residents is a key focus for our company. We consider our relationship with our municipal customers to be a public/private partnership of which we understand the importance and take great pride.

We truly appreciate the opportunity to continue to be your solid waste service provider and look forward to continuing our public-private partnership. If you should have any questions or need additional information, please do not hesitate to contact me at 512-329-1401 or email at jhare@iesi.com.

Best Regards,



James R. Hare
District Municipal Marketing Manager
IESI Central Texas District

Solid Waste Services - Commercial, Industrial, Residential, Municipal

P.O. Box 17608 Austin, Texas 78760 Phone: (512) 282-3508 Fax: (512) 280-1099

CITY OF TAYLOR
SOLID WASTE COLLECTION AND DISPOSAL AGREEMENT

This Solid Waste Collection Agreement is dated this 18th day of December, 2002 and between the City of Taylor, Texas (the "City"), a Municipal Corporation of Williamson, County, Texas and IESI TX Corp., (the "Contractor").

WITNESSETH

WHEREAS, the Contractor wishes to provide Refuse collection within the City, transportation to a landfill or disposal site, and to perform such other work as may be incidental thereto;

NOW, THEREFORE, in consideration of the following mutual agreements, and covenants and conditions herein set forth, and the ordinances and regulations of the City, and the laws of the State of Texas governing the collection and disposal of refuse, it is understood and agreed by and between both parties hereto as follows:

GRANT: The Contractor is hereby granted the sole and exclusive franchise, license, and permit privilege to use the public streets, alleys and thoroughfares within the territorial jurisdiction of the City and Contractor shall furnish all personnel, labor, equipment, trucks, and all other items necessary to provide Residential and Commercial Refuse collection, removal and disposal, as specified, and to perform all work called for and described in the Contract Documents.

The Contract Documents include the following:

- 1.0 Background
- 2.0 Definitions
- 3.0 Effective Date
- 4.0 Term and Termination
- 5.0 Scope and Nature of Services
- 6.0 Collection Operations
- 7.0 Employee Relations
- 8.0 Indemnification
- 9.0 Insurance
- 10.0 License and Taxes
- 11.0 Compliance with the Law
- 12.0 Ownership
- 13.0 Records & Reporting
- 14.0 Basis and Method of Payment
- 15.0 Default
- 16.0 Transferability of Contract
- 17.0 Expansion of Agreement Area
- 18.0 Force Majeure: Emergency Service Provisions
- 19.0 Severability
- 20.0 Modification, Waiver
- 21.0 Miscellaneous

1.0 BACKGROUND

1. City and Contractor have negotiated and agreed on the terms and conditions set out herein accordingly, to which Contractor will provide City with the scope of services outlined below in Section 5.
2. All provisions of the contract documents shall be strictly complied with and conformed to by the Contractor, and there will be no Amendment to the Contract except upon the written consent of both parties, which consent shall not be unreasonably withheld.
3. No Amendment shall be construed to release either party from any obligation of the contract documents except as specifically provided for in such document.
4. The Contract is entered into subject to the following conditions:
 - a. The Contractor shall procure and keep in full force and effect throughout the term of this Contract all of the insurance policies specified herein, and required by the contract documents.
 - b. The Contractor shall not be liable for the failure to wholly perform his duties if such failure is caused by a catastrophe, riot, war, governmental order or regulations, strike, fire, accident, Act of God or other similar or contingency beyond the reasonable control of the Contractor.
 - c. The invalidity or inability to enforce any provision or portion of any contract document shall not affect the validity or enforceability of any other provision of the contract documents.
 - d. Contractor certifies that it does business as a Corporation, organized under the laws of the State of Texas.

2.0 DEFINITIONS

Acceptable Container – Carts or containers provided by Contractor.

Acceptable Waste - Waste produced at a residential or commercial unit other than extraordinary amounts produced due to natural or man-made disasters, but not including hazardous waste, dead animals in excess of ten (10) pounds, construction waste, ammunition, hot ashes, tires, or stumps.

Agreement - Refers to this Solid Waste Collection and Disposal Agreement.

Agreement Area - The area within the bounds of the City at the date of this Agreement and any other areas that may be incorporated by the City during the term of this Agreement.

Bin (Commercial/Industrial) - Metal receptacle designed to be lifted and emptied mechanically for use only at Commercial and Industrial Units. No less than two (2) cubic yards nor larger than ten (10) cubic yards.

Brush - A waste accumulation of not more than five (5) cubic yards of cut-off bushes or branches of trees or shrubbery that are not bundled and stumps not exceeding two and one-half (2-1/2) feet in diameter or length.

Building Material - Any material such as lumber, brick, plaster, gutters or other substances accumulated as a result of repairs or additions to existing buildings, construction or new buildings or demolition of existing structures.

Bulky Waste -Waste that includes sofas, stoves, refrigerators, water tanks, washing machines, dryers, air conditioners, sinks, toilets, furniture, and other waste materials and appliances (certified where applicable as freon-free), and like items other than construction debris, dead animals, hazardous waste or stable matter with weight or volumes greater than allowed in approved bins or containers, as the case may be or that can be loaded by one (1) person at curbside.

Bundle - Shrub, tree, brush trimmings, newspaper or magazines securely tied together forming an easily handled package not exceeding four (4') feet in length, two (2') feet in diameter and thirty-five (35) pounds in weight. Total amount of "bundled" material set out for collection each week (per home) shall not exceed two (2) cubic yards.

Carts - A rubber-wheeled receptacle with a capacity of sixty-five (65) gallons or ninety-five (95) gallons constructed of plastic, metal and/or fiberglass, designed for automated or semi-automated solid waste collection systems, and having a tight fitting secure lid capable of preventing entrance into the container of small animals. The weight of the cart and its contents shall not exceed two hundred (200) pounds. Carts will be provided with ownership retained by Contractor, as required by the Contract.

City - The City of Taylor, Williamson County, Texas.

Collection - The practice of picking up municipal solid waste using receptacles, containers, bins and equipment/vehicles of safe design and construction and hauling municipal solid waste from the collection site to properly permitted and operated disposal site(s) as determined by the Texas Commission on Environmental Quality (TCEQ).

Commercial Refuse - All bulky waste, construction debris, garbage, rubbish and stable matter generated by a producer at a commercial unit.

Commercial Unit - All commercial building or premises, locations or business, including retail, wholesale, institutional, religious, governmental or other non-residential establishment, at which Garbage, Trash or Refuse may be generated, having a physical address within the corporate limits of the City, not a Residential Unit.

Commercial Hand Collect Unit - A retail or light commercial type of business which generally generates no more than one (1) cubic yard of Refuse per week.

Commodity - Material that can be sold in a spot or future market for processing and use or refuse.

Complaint - A communication from a customer to Contractor or City concerning service, which upon investigation by the Contractor or the City, is determined to be correct and shall prompt some action by the Contractor or the City.

Construction Debris Waste - Waste building materials resulting from construction, remodeling, repair or demolition operations.

Construction Site - Any location, lot, site or area in the City upon which building, remodeling or construction is being performed.

Contract Documents - The Request for Proposals, Instructions to Contractors, Contractor's Proposal, General Specifications, Certificate of Insurance, and any addenda or changes to the foregoing documents agreed to by the City and Contractor, and Contract signed by Contractor and City.

Contractor – IESI TX Corp as such firm designated under Contract by the City for collection, transportation, disposal and/or processing and disposal of residential, commercial and refuse.

Customer - An occupant of a residential or commercial unit who generates refuse.

Dead Animals - Animals or portions thereof equal to or greater than ten (10) pounds, that have expired from any cause, except those slaughtered or killed for human use and properly placed in an acceptable container must be disposed of separate from this contract, except dead animals picked up at the Animal Shelter.

Disposal Site - A refuse depository as selected for use by Contractor and approved for use by the City unless otherwise specified by the City of Taylor, Texas, including, but not limited to Texas Class I sanitary landfills, transfer stations, incinerators, and waste processing/separation centers licensed, permitted or approved to receive for processing of final disposal of refuse, garbage, bulky waste, brush, construction debris, dead animals and commercial and institutional waste by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals.

Effective Date – February 1, 2003.

Garbage - Any and all dead animals of less than ten (10) pounds in weight, except those slaughtered for human consumption; every accumulation of waste (animal, vegetable, and/or other matter) that results from the preparation, processing, consumption, dealing, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal, vegetable or other matter (including, but not by way of limitation), that are used in tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of bulky waste, construction debris, dead animals, hazardous waste, rubbish or stable matter.

Hazardous Waste - Any chemical, compound, mixture, substance or article which is designated by the Environmental Protection Agency (EPA) under the Resource Conservation Recovery Act, 42 U.S.C. Section 1002, et. seq., or regulated as toxic under the Toxic Substances Control Act, 15 U.S.C.A. Section 2601 et. seq., regulations promulgated there under or appropriate agency of the State, to be hazardous or toxic as defined by, or pursuant to Federal or State Law. This term does not include small quantity generator of household hazardous waste, as defined by Federal or State Law. For purposes of this Contract, the term Hazardous Waste shall also include motor oil, gasoline, paint and paint cans.

Household Waste - Any waste produced at a Residential Unit, such as paper, sweepings, dust rags, bottles, cans or other Garbage, which is usually attendant to housekeeping, but not including Hazardous Waste.

Industrial Refuse - All non-hazardous waste materials that are a by-product or generated from a manufacturing process.

Industrial Unit - All manufacturing customers whose solid wastes are (i) compacted by industrial sized compactors and stored in forty (40) cubic yard (minimum) containers for hauling to the disposal site, or (ii) processed by dust collection units and stored in forty (40) cubic yard (minimum) containers for hauling to the disposal site or (iii) collected for disposal with a frequency or more than one time per week in forty (40) cubic yard containers, having a physical address in the City and not a Residential or Commercial Unit.

Municipal Solid Waste - All non-hazardous (as defined by CERCLA and other applicable laws) and non-special (See Special Waste definition) solid waste material including unwanted or discarded waste material in a solid or semi-solid waste, including but not limited to, Garbage, Ashes, Refuse, Rubbish, Waste Materials, Brush, Paper, Plastic, Yard Waste (including brush, tree trimmings and Christmas trees), discarded Appliances, Home Furniture and furnishings, provided that such material must be of type and consistency to be lawfully accepted at the Sanitary Landfill under the applicable federal, state and local laws, regulations and permits governing each.

Multi-Family Dwelling - Any single structure occupied by more than two families. The owners of two or more such dwellings on contiguous lots may, at their one time option, have such dwellings considered residential dwellings with each occupant establishing an account with the City of Taylor and being responsible for payment of the monthly Residential fee or have such dwellings considered Commercial accounts with services provided under terms and conditions of the Commercial Solid Waste Collection and Disposal Ordinance.

Portable Packing Unit - A metal container not exceeding four thousand five hundred (4,500) pounds gross weight with a four (4) to six (6) yard capacity that contains a packing mechanism and an internal or external power unit.

Premises - All public and private establishments, including individual residences, all multi-family dwellings, residential care facilities, hospitals, schools, businesses, other buildings or vacant lots.

Producer - An occupant of a commercial, industrial or residential unit that generates Refuse.

Recyclable Materials – Includes green, brown and clear glass; plastic milk jugs, water bottles and soda bottles; aluminum, tin, and steel cans; and newsprint.

Refuse - This term shall refer to all garbage, rubbish, bulky waste, construction debris and stable matter generated by residential or commercial units.

Residential Refuse - All garbage and rubbish generated by a producer at a Residential Unit.

Residential Unit - A dwelling within the agreement area occupied by a person or a group of persons comprising of not more than two (2) families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether single or multi-level construction whether single family, duplexes, triplexes and fourplexes are included and shall be treated as a Residential Unit, except that each single-family dwelling within such Residential Unit shall be separately billed and provided Residential cart collection service as a Residential Unit.

Roll Off - A unit varying in capacity between twenty (20) and forty (40) cubic yards which is used for collecting, storing, transporting building materials, business trash, industrial waste, hazardous waste, refuse or yard waste. The unit may or may not be of the open or enclosed

variety. The distinguishing feature of the detachable container is that it is picked up by a specially equipped truck and becomes an integral part of transporting the waste material to the final disposal site.

Rubbish - Non-putrescible solid waste (excluding ashes), consisting of both combustible and noncombustible waste materials; combustible rubbish includes all waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, excelsior, furniture, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible pulp, ashes, cinders, floor sweepings, and other products, such as are used for packaging, or wrapping; noncombustible rubbish includes crockery, glass, tin cans, aluminum cans, metal furniture, mineral or metallic substance, and any and all other waste materials which will not burn at ordinary incinerator temperatures (1,600 degrees Fahrenheit to 1,800 degrees Fahrenheit) or not included in the definition of bulky waste, construction debris, dead animals, garbage, hazardous waste or stable matter.

Special Materials Waste - Any waste defined on "Exhibit A" hereto and made a part hereof.

Stable Matter - All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from keeping of animals, livestock or poultry.

Utility - A public service provided by a public or private company such as natural gas, electricity, telephone, cable television, storm and sanitary sewers and other, that are normally located in or above a public or private street or right-of-way. Utility does not include the public or private street. For the purpose of this proposal, a utility as defined above, shall be located in or above the right-of-way in a manner that is consistent with governmental regulations and safe utility practices.

White Goods - Appliances: Stoves, water tanks, washing machines, dryers, refrigerators, air conditioners, sinks, toilets, and like items. Refrigerators and air conditioners must have their freon removed by a certified technician and be properly tagged before they can be picked-up. The Contractor is not required to pick-up bathtubs, shower stalls and like items. Furniture: Couches, beds, mattresses, loveseats, tables, chairs, TV's, lamps, microwaves, etc.

Yard Waste - Grass clippings, leaves, brush and shrubbery trimmings.

3.0 EFFECTIVE DATE

This Contract shall be effective upon the execution of the Contract, and performance of such contract shall begin on the 1st day of February, 2003.

4.0 TERM AND TERMINATION

4.1 Term

The initial term of this agreement begins on February 1, 2003, and subject to the extension and early termination provisions set forth below, the agreement will terminate on January 31, 2006.

4.2 Extension

This agreement may, after the initial term, be extended for additional one-year periods as provided in this Section. If this agreement is not extended as provided in this Section, it will expire at the end of the

current term. Annually, on or before the anniversary date of this agreement, the City Manager will review Contractor's performance under this agreement. Upon the completion of each review that occurs on or before each anniversary date, the City may extend this agreement for an additional one-year period, or advise the Contractor that the agreement will expire at the conclusion of the current term without extension.

4.3 Termination for Cause

Notwithstanding the requirements set forth in paragraph 4.2, this agreement may be terminated for cause by the City at any time with thirty (30) days notice.

5.0 SCOPE AND NATURE OF SERVICE

This agreement grants the Contractor herein the exclusive and sole right, contract and franchise to operate and maintain the service of providing collection and deliver for disposal of all acceptable residential and commercial waste, garbage, trash and any and all other Refuse (as herein defined and as defined by the Municipal Solid Waste Management Regulations, any future amendments thereto or by Municipal Ordinance present or future) accumulated on premises within the corporate limits of agreement area of the City where such collection is or may be required by the City. The Contractor shall, at its own expense, furnish personnel and equipment sufficient to accomplish work hereinafter described. The Contractor shall establish and maintain in an efficient and businesslike manner such routes and special schedules as may be necessary to fulfill the Refuse service requirements contained in the ordinances and regulations of the City, and any future amendments and further provisions of this agreement.

5.01 Acceptable Waste Collection

5.1.1 Mandatory Pickup

1. It is understood that the City Code of Ordinances, Ordinance No. 2002-44, and to the state health and safety code, mandates subscription to Refuse service as prescribed therein under terms, conditions and special provisions as contained.
2. The Contractor shall provide not less than acceptable waste collection service to each occupied residential and commercial unit, utilizing acceptable containers, in the agreement area. Each occupied residence and commercial unit within the agreement area shall be automatically enrolled and shall become a subscriber to this service upon enactment of this contract. The City shall, when requested, furnish the Contractor with a list of all City customers located within the agreement area.
3. Collection of Refuse, garbage and trash meeting acceptable waste specifications, which for purposes of this contract shall mean that all residential and commercial units shall make use of the curbside collection service that is currently in existence within the agreement area. Also collected as a part of the regular weekly service will be bulky items.

5.1.2 Service Provided

1. Contractor shall provide curbside collection service for the collection of residential Refuse and bulky waste to each Residential Unit one (1) time per week, with a semi-automated collection system utilizing a sixty-five (65) or ninety-five (95) gallon cart as provided by Contractor, according to Contract. Bulky waste, bundles and acceptable containers shall be placed at curbside by 7:00 A.M. on the designated collection day, but no earlier than the evening before the regularly scheduled collection. Contractor shall place empty container(s) in the same location it was placed by the resident for collection, except that the container shall not be replaced on a paved surface of the road.

2. Bundled brush will be picked up as part of the Contractor's normal service. It must be bundled in lengths not greater than four (4') feet with a diameter of less than two (2') feet, and such bundles will be tied sufficiently so that the bundle can be lifted by the ties into Contractor's vehicle. Brush shall be collected once per month on a regularly scheduled pickup.
3. Contractor agrees to collect all municipal solid waste utilizing containers, equipment and vehicles of safe design, solid construction, sanitary condition, good repair and a clean appearance. Contractor agrees to provide clearly visible identity and Contractor's telephone number on each vehicle.

5.1.3 Accessibility

1. All Acceptable Containers shall be readily accessible to the Contractor's crew and not blocked. Unless there are unique circumstances approved by the City, Acceptable Containers shall be placed at or within five (5) feet of the curbside, which refers to that portion of a road or right-of-way or in the alley for those areas agreed to by the City and Contractor. Acceptable containers, bulky waste and bundles shall be placed as close to roadway as practicable or within five (5) feet of roadway without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, containers, bulky waste and bundles shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any container, bulky waste or bundle not so placed. After loading, Contractor shall clean-up spillage caused by Contractor's operations within five (5) feet of the area where the Container was placed.
2. Contractor shall make arrangements to provide special collection for those individuals with demonstrated disabilities requiring "at door collection." To qualify for "door collection" the occupant of the Residential Unit shall present Contractor with medical evidence of his or her inability to bring the Acceptable Container to the curb. Employees of Contractor shall not be required to expose themselves to vicious animals in order to collect Refuse.
3. Contractor shall provide for the special collection from residential and commercial units, construction debris, stable matter and brush over five (5) cubic yards. Also, the Contractor may from time to time provide for the special collection of dead animals and hazardous waste at Residential Units at its sole discretion and upon terms and conditions, as Contractor shall specify.

5.02 Bulky Waste and White Goods Collection

5.2.1 Service

1. The Contractor will, as part of its normal Refuse service, provide curbside bulky waste or "White Goods" collection service. Normal volumes of bulky waste or "White Goods" collected as part of normal Refuse service shall be defined as five (5) cubic yards or less, and will be at no additional charge to the City. Any customer who, in the opinion of the Contractor and the City, abuses this privilege, shall pay an additional sum to Contractor, said sum to be agreed upon between the City and the Contractor on a case by case basis as identified in Exhibit B.
2. Tires shall not be accepted for collection as a bulky waste without special preparation. All tires must be quartered or shredded prior to being accepted for regular collection or they will not be picked-up.

5.03 Yard Waste Collection

Contractor shall provide collection of grass and leaves to residential or commercial units as part of the regular scheduled pick-up. Grass and leaves shall be placed in acceptable container. Larger, unusual or more frequent loads may be collected and disposed of by Contractor at Resident's additional expense as identified by Contractor.

5.04 Recycling

5.4.1 Curbside Pick-up Authorization

1. If authorized by the City Council at any time during the term of this agreement, the Contractor will provide recycling collection services to all residential customers within the City for the following:
 - green, brown and clear glass; plastic milk jugs, water bottles and soda bottles; aluminum, tin and steel cans; and newsprint.
2. The Contractor will schedule and conduct ongoing recycling education programs to inform and educate City residents about the city's recycling program. Contractor will publish annually advertisements or articles in the Taylor Daily Press regarding solid waste collection schedule, recycling information, and other educational materials regarding solid waste collection and recycling in a minimum one-fourth page advertisement or article. Contractor will mail an annual recycling and solid waste informational letter or brochure to the City's residents regarding the prior year's collection activities within the city and include educational materials regarding solid waste collection and recycling.
3. The Contractor will provide each residential customer within the City with a separate eighteen (18) gallon bin for recyclable items, at no cost to the City or the customers.
4. The Contractor will be responsible for marketing the collection of recyclable materials. The Contractor may discontinue the collection of recyclable materials only with the approval of the City Council. The Contractor will track the amount of recyclable materials collected from the City on an annual basis and contemporaneously with the submission of its annual report to the City.

5.4.2 Alternate Recycling Services

If the Contractor is not providing residential recycling service, the Contractor will provide a recycling bin at the City Public Works facility for collection of recyclable materials at no charge to the City of Taylor.

5.4.3 Other Recycling Services

If the Contractor begins collection of any other recyclable materials at no charge, the Contractor must also provide recycling of those same materials to customers within the City at no additional charge. The Contractor will pick up recyclable materials one time each week

5.05 Other Service

5.5.1 Bi-annual City Clean-Ups

During each year of this agreement, Contractor also shall provide during regular operating hours, at no charge, six (6) 30 cubic yard roll-off containers or equivalent rear load trucks, to collect and remove any and all non-commercial Refuse that may result from the City's two (2) Clean-Up Campaigns. (Additional roll-off containers or rear load trucks shall be provided to the City at discounted rates as identified in Exhibit B. City shall notify Contractor thirty (30) days prior to each of the City's annual clean-up events.)

5.5.2 Special Pick-Up for Excess Volumes of Brush

Contractor shall provide special pick-up service of excess volumes of brush during regular operating hours, to collect brush that is in excess of normal volumes collected as part of the regular collection service. For volumes in excess of the five (5) cubic yards normal volumes, Contractor will provide this special pick-up service to the customer for thirty dollars (\$30.00) for trip charge and seven dollars (\$7.00) per cubic yard for volumes greater than the excess five (5) cubic yards, as identified in Exhibit B.

5.5.3 Special Events/Annual Festivals

Contractor shall provide clean-up collection and disposal of solid waste and refuse generated by City special events and annual festivals at a mutually agreed upon price between Contractor and City based on requirements of the particular event but in an amount not to exceed one hundred forty dollars (\$140.00) per hour per collection vehicle, as identified in Exhibit B.

5.5.4 Municipal Facilities

Contractor shall provide carts or commercial type dumpster(s) for collection and disposal of the City's facilities, at no charge, to the City for Refuse generated by the City, as identified in Exhibit B. The City facilities will be collected on a regular collection schedule and frequency as follows:

City Hall	2 times per week
Cemetery	2 times per week
Library	2 times per week
Fire Stations	2 times per week
Water Treatment Plant	2 times per week
Wastewater Treatment Plant	2 times per week
City Maintenance Shop/Public Works	2 times per week
Municipal Court	2 times per week
City Water/Wastewater Shop	2 times per week
All Park Dumpsters	2 times per week
Police Station	2 times per week
Animal Shelter	2 times per week
Airport	2 times per week

6.0 COLLECTION OPERATIONS

6.01 Hours of Operation

Residential collection of refuse shall be made between 7:00 A.M. and 7:00 P.M. Commercial collection of refuse shall be made between 5:00 A.M. to 11:00 P.M. Exceptions to collection hours shall be effected only upon mutual agreement of the City and Contractor, or when Contractor reasonably determines that an exception is necessary in order to complete collection on an existing collection due to unusual circumstances and notifies and receives approval from the City. No collection shall be made on Sunday.

6.02 Routes of Collection

1. Residential or commercial unit collection routes for municipal solid waste shall be established by the Contractor. Contractor shall submit a map designating the collection routes for municipal solid waste and container locations on an annual basis, unless requested more frequently by the City for their approval, which approval shall not be unreasonably withheld. The Contractor shall publish at its own expense at least once during each calendar year, a map of such collection routes for municipal solid waste in the newspapers published in the immediate area. The published map shall be of such size to clearly show all pertinent information.

2. The Contractor may from time to time propose to the City for approval, changes in routes to collection affecting residential and commercial units, which approval shall not be unreasonably withheld. Upon City's approval of the proposed changes, Contractor shall promptly provide written or published notice to the affected residential and commercial units.

6.03 Holidays

The following shall be Holidays for purposes of the Contract.

- New Year's Day
- Thanksgiving Day
- Christmas Day

Contractor may decide to observe any or all of the above-mentioned holidays by suspension of collection services on the holiday, but such decision in no manner relieves Contractor of its obligation to provide collection service at residential and commercial units where Contractor observes Holidays.

Contractor shall be responsible for notice to the City and customers, through letter or advertisement when Holidays will effect any regular scheduled collection day.

Contractor shall be responsible for providing make-up collection for residential or commercial units collection routes that occur on specified Holidays. Make-up days shall be the next business day following the Holiday.

6.04 Contractor's Office

Contractor's office shall be in operation between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday, excluding Holidays, noted herein, and on Saturday if collection service is provided on that day. It shall be equipped with sufficient telephones and shall have responsible personnel in charge during regular business hours. The telephone services shall be a local or toll-free call for all customers within the City. The Contractor shall provide a telephone response machine with a recording, which shall be in operation when the telephones are not attended.

6.05 Complaint Procedures and Missed Pick-Ups

6.5.1 Complaint Handling By Contractor

1. The Contractor, at a minimum, shall receive and log all calls or reports from citizens regarding complaints or problems and provide copies of all complaints and logs to the City via facsimile or e-mail by the end of each week. The City shall log all complaints and refer complaints it receives to Contractor via facsimile or e-mail by the end of each business day. Contractor shall investigate and respond to all complaints it receives directly or from the City within twenty-four (24) hours from the time the complaint is received on regular business days (Monday through Friday). Notwithstanding anything stated herein to the contrary, all missed pick-ups of customer's Refuse shall be treated in a manner as hereinafter set out.
2. Contractor shall notify all Producers at residential and commercial units about complaint procedures, rates, regulations, and days scheduled for Refuse collection.
3. Where the owner or occupant of any unit is maintaining improper or inadequate Refuse Containers, according to this agreement, or is otherwise in violation of this agreement with respect to the location of Refuse Containers, or the nature, volume or weight of Refuse removed from the premises,

Contractor shall be entitled to refrain from collecting all or any portion of the refuse in an improper or improperly located Refuse Container provided, however, the Contractor notifies the City and the owner or occupant thereof within twenty-four (24) hours after the Contractor discovers the improper or improperly located Refuse Container and states within the notice the reason for the non-collection. Failure by the Contractor to notify the City or the owner or occupant of the improper or improperly located Refuse Container shall entitle the City to treat Contractor's non-collection in a manner as hereinafter set forth for missed collections. The City, however, shall be entitled, at any time it deems proper in its sole discretion, to order the Contractor to collect the refuse by issuing a collection order to the Contractor to collect refuse from improper or improperly located Refuse Containers.

6.5.2 Missed Collections

Any missed collection shall be picked-up by the Contractor within twenty-four (24) hours after 6:00 p.m. of the regular pick-up day for such owner or occupant or when ordered by the City, at no cost to the City or the Customer.

6.5.3 Penalties

The City's payment to the Contractor may be reduced as follows:

1. Customer complaints, such as calls for missed pick-ups, will be directed to the Contractor for resolution. If the Contractor is unable to resolve a customer complaint within twenty-four (24) hours notice from the City Manager, or his designee, or the next business day, the Contractor will be subject to a fee in the amount of one month's garbage collection charge per customer as liquidated damages resulting from the contractor's failure to resolve such complaint which will be deducted from the next payment due to the Contractor.
2. Three times the cost incurred by the City to clean up litter or fluids or repair street damage resulting from collection activities.
3. One thousand (\$1,000.00) dollars for each time the Contractor fails to publish the information required under Section 5.4.1, paragraph 2, Section 6.02 or Section 6.03.

6.5.4 Non-Compliance Penalties

In the event either party shall fail to perform any of the terms, conditions, or covenants of this Agreement, except for penalties which shall be enforced under the provisions set forth above, the non-defaulting party shall notify the defaulting party in writing of the default, save and except penalties which shall be handled under the provisions above, and the defaulting party shall have no longer than fifteen (15) days in which to cure the default. In the event the defaulting party does not cure the default within fifteen (15) days, then both parties shall meet in the first regularly scheduled City Council meeting, the defaulting and non-defaulting parties shall examine and discuss the default or non-compliance and causes for failure to cure by the defaulting party or to comply with this agreement by the defaulting party. The parties shall attempt an amicable resolution to the default satisfactory to both parties. In the event the default or non-compliance cannot be resolved between the parties during the City Council meeting, then in such event, the non-defaulting party shall be entitled to furnish notice of termination of this agreement to the defaulting party and this agreement shall terminate sixty (60) days after the termination notice. The non-defaulting party shall further be entitled to enforce this agreement and seek all remedies in law and equity for the default or non-compliance against the defaulting party which shall be cumulative to the termination.

6.06 Responsibility for Costs

The Contractor shall furnish, at the Contractor's cost, all labor, materials, and equipment, including equipment replacement when necessary, to fulfill the scope of services under this Agreement.

6.07 Ownership of Equipment

All vehicles, facilities, equipment and property used in the performance of this Agreement shall be wholly owned, leased or subcontracted by Contractor.

6.08 Vehicles & Equipment

1. Residential units collection service will be provided by using rear or side load, sealed trucks, not to exceed thirty-two (32) cubic yard capacity (body excluding hopper). Such vehicles shall not be allowed to leak or scatter any waste within the corporate limits of the City, nor while en route to the disposal site, where such accumulation shall be dumped.
2. Commercial unit collection service will be provided by using front load, sealed trucks, not to exceed thirty-two (32) cubic yard capacity (body excluding hopper). Such vehicles shall not be allowed to leak or scatter any waste within the corporate limits of the City, nor while en route to the disposal site, where such accumulation shall be dumped.
3. Collection vehicles shall have the Contractor's name, telephone number, and the number of the vehicle painted in letters of contrasting color, at least two (2) inches high, legible from one hundred-fifty (150) feet, on each side of each vehicle, and the number painted on the rear. In the event the City shall at any time require, the Contractor shall also assign to each of its vehicles an identifying number and shall mark the same upon said vehicles in figures not less than two (2) inches in height. No advertising shall be permitted on vehicles.
4. Contractor shall submit a list of collection equipment to be used to collect solid waste within the corporate limits of the City and all collection equipment shall be maintained in a first class, safe and efficient working condition throughout the term of the Contract. Such vehicles shall be maintained and painted as often as necessary to preserve and present a well-kept appearance, and a regular preventative maintenance program. The City may inspect Contractor's vehicles at any time to insure compliance of equipment with Contract, or require equipment replacement schedule to be submitted to the City. Vehicles are to be washed on the inside once per month. Such vehicles shall be washed and painted or repainted as often as necessary to keep them in a neat and sanitary condition.

6.09 Loading and Transportation

1. Care shall be taken in the loading and transportation of waste so that none of the material is left either on private property or on the streets or alleys. All Refuse transported by the Contractor shall be so contained, tied or enclosed so that leaking, spilling or blowing are reasonably prevented. Each vehicle shall be equipped with a cover which may be net with mesh not greater than one and one-half (1 1/2") inches, or tarpaulin, or fully enclosed metal top to prevent leakage, blowing or scattering of refuse onto public or private property. Such cover shall be kept in good order and used to cover the load going to and from the landfill, during loading operations, or when parked if contents are likely to be scattered. Vehicles shall not be overloaded so as to scatter Refuse; however, if Refuse is scattered from Contractor's vehicle for any reason, it will be picked up immediately. Each vehicle shall be equipped with a fork, broom and shovel for this purpose. Any unauthorized significant amount of

material covered by this Agreement left on private property or on street or alleys by the Contractor shall be cleaned up within twenty-four (24) hours, however, in no event later than the following day, upon notice from the City or by the customer. (See Section 6.4.3, Penalties.)

2. The Contractor shall not be responsible and is not required to pick up materials left for collection other than as specified in the agreement. The Contractor shall not be responsible for scattered Refuse unless the same has been caused by its act or those of its employees, in which case all scattered refuse shall be picked up immediately by the Contractor. Contractor will not be required to clean up or collect loose Refuse or spillage not caused by the acts of its employees, but shall report the location to the City staff and the residential and commercial units, which continue to set out such materials improperly, so that proper notice can be given to the customer at the premises to properly contain Refuse. Should such spillage continue to occur, City shall require the customer and Contractor to provide for an extra pick-up collection, and the Contractor shall be compensated for such additional services. All drivers utilized by the Contractor for solid waste collection within the City shall be required to observe all safety laws, including, but not limited to, compliance with all speed limit and traffic control signs. All drivers shall observe proper operation of collection vehicles in starting and stopping of such vehicles in order to avoid damage to City streets. (See Section 6.4.3, Penalties.)
3. Employees of the Contractor shall not be required to expose themselves to the dangers of vicious animals in order to accomplish refuse collection. In any case, where the owner or tenants have animals at large, the Contractor shall immediately notify the City, in writing, of such condition and of his inability to make collection.

6.10 Employee's Conduct

The Contractor shall require all employees to be courteous at all times, not to use loud or profane language and to do their work as quietly as possible.

6.11 Permits

The Contractor shall take out and pay for any permits required by competent regulatory authority or any other governmental authority which may be required.

6.12 Agreement Management/Administration

The work included in this Agreement shall be under the administration of the City's designated duly authorized representative. The Contractor shall furnish City's representatives with every reasonable opportunity for ascertaining whether or not the work as performed is in accordance with the requirements of the Agreement. City may appoint qualified persons to inspect Contractor's operation and equipment at any reasonable time, and Contractor shall admit those persons to make such inspections at any reasonable time and place.

6.13 Point Of Contact

All dealing, contacts, etc., between the Contractor and the City shall be directed by the Contractor to the City Manager's office, or whomever the City designates as the contact and by the City to IESI'S District Manager.

6.14 Disposal

Contractor shall deliver all collected municipal solid waste to the designated Texas Class I permitted disposal facility and/or processing facility designated by Contractor, unless otherwise specified by the City. The charge for disposal shall be included in the rates set forth for the residential and commercial

units serviced by the Contractor. In the event that Contractor must change the disposal facility and/or processing facility due to closure or other unavailability thereof, Contractor and the City agree to negotiate in good faith an adjustment of Contractor's compensation as a result of any change in Contractor's transportation and disposal costs. A cap of no more than three percent (3 %) for any year in question, or no more than nine percent (9 %) for the thirty-six (36) month initial term of this agreement will be established on the percentage increase that will be allowed to the Contractor due to any changes in cost of operations from change of disposal and/or processing facilities, as agreed upon by both the City and the Contractor, but, the City shall not unreasonably withhold agreement to such compensation.

Contractor warrants that all disposal of collected City solid waste in the landfill, granted under the terms of this Agreement, shall be in complete accord with all applicable federal, state and local laws and regulations now in effect or subsequently adopted governing the use of the landfill, including, but not limited to, the Environmental Protection Agency's (EPA) regulations relative to solid waste and waste treatment and disposal.

7.0. EMPLOYEE RELATIONS

7.01 Equal Opportunity

All contracts awarded by the City are subject to provisions of State and Federal laws to include the following:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin, disability or age. The Contractor will ensure that applicants are employed and the employees are treated during employment without regard to their race, color, sex, religion, national origin, disability or age. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer requirement of advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by an appropriate agency of the Federal government setting forth the requirements of these nondiscrimination provisions. Contractor will comply with the ADA and regulations promulgated pursuant thereto regarding qualified individuals with a disability.
2. The Contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, color, sex, religion, national origin or age.
3. The Contractor will to the extent practicable, utilize minority-owned and women-owned, businesses in purchases and contracts initiated after the Effective Date of this Agreement in compliance with any Minority Business Enterprise policy adopted by the City.

7.02 Personnel

All personnel shall be competent and skilled in the performance of the work to which they are assigned. Contractor shall establish and maintain criteria for the hiring and performance of its personnel to monitor the competency and skill of its employees.

8.0 INDEMNIFICATION

Each of City and Contractor will indemnify and save harmless the other, its officers, agents, servants, and employees from, and against, any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees arising out of a willful or negligent act, or omission --including, but

not limited to actions arising under any local, state or federal environmental laws or regulations --or omissions of the Contractor, its officers, agents, servants, and employees, regardless of comparative or contributory negligence of the City; provided, however, that Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees arising out of the award of this Agreement or a willful or negligent act, or omission, of the City, its officers, agents, servants, and employees with copies thereof, and also provided that the City shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees arising out of the award of this Agreement or a willful or negligent act, or omission, of the Contractor, its officers, agents, servants and employees with copies thereof.

9.0 INSURANCE

9.01 Insurance Requirements

The Contractor shall secure and maintain in full force and effect throughout the duration of the Contract, insurance of such types and in the amounts specified herein as Employer's Liability, Workmen's Compensation, Public Liability and Property Damage, including contractual liability coverage to protect Contractor and the interests of the City against all hazards or risks of loss as hereinafter specified. The form and limits of such insurance, together with the underwriter thereof in each case, must be acceptable to the City, and shall name City as additional insured and shall insure City in same general terms and the same general effect, but regardless of such acceptance it shall be the responsibility of the Contractor to maintain adequate insurance coverage at all times. Failure of the Contractor to maintain adequate coverage shall not relieve Contractor of any contractual responsibility or obligation. The certificates shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in full force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder."

9.1.1 Worker's Compensation and Employer's Liability

This insurance shall protect the Contractor against all claims under applicable state workers compensation laws. The Contractor shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a workers compensation law. The liability limits shall not be less than:

Worker's Compensation & Employer's Liability	Statutory - \$1,000,000 each occurrence \$2,000,000 each aggregate
Public Liability Insurance	\$1,000,000 each occurrence \$2,000,000 each aggregate

The Contractor shall maintain, during the life of this Agreement, such Public Liability Insurance as shall protect it against claims for damages resulting from; (a) bodily injury, including wrongful death, and (b) property damage, which may arise from operations under the Agreement whether such operations are conducted by Contractor or by any subcontractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such Public Liability Insurance shall be as follows:

Bodily Injury Limits	\$1,000,000 each occurrence \$2,000,000 each aggregate
Property Damage Limits	\$1,000,000 each occurrence \$2,000,000 each aggregate
Environmental Impairment	\$1,000,000 each occurrence \$2,000,000 each aggregate

The Public Liability Insurance required by the preceding subparagraph shall include the following extensions of coverage:

- (a) The Property Damage coverage shall include a Comprehensive General Liability for above policy or similar thereto.
- (b) The Property Damage coverage shall be included.
- (c) Contractual Liability coverage shall be included.
- (d) Protective Liability coverage shall be included to protect the Contractor against claims arising out of operations performed by its subcontractors.
- (d) Completed Operations coverage shall be included.

9.1.2 Automobile Liability Insurance

The Contractor shall take out and maintain, during the life of the Agreement, such comprehensive automobile (vehicle) liability insurance as shall protect it against claims for damages resulting from: (1) bodily injury, including wrongful death, and (2) property damage, which may arise from the operations of any owned, hired or non-owned vehicles used by or for it in any capacity in connection with the carrying out of the Contract. The minimum acceptable limits of liability to be provided by such comprehensive vehicle liability insurance shall be as follows:

Bodily Injury Limits	\$1,000,000 each occurrence \$1,000,000 aggregate
Property Damage Limits	\$500,000 each occurrence

9.1.3 Umbrella Policy

This insurance shall protect Contractor against all claims in excess of the limits provided under the Workers Compensation, Comprehensive Automobile Liability, and the Comprehensive General Liability. This policy shall provide a liability limit of \$25,000,000 each occurrence, with a hold harmless provision to protect the City from any claims arising as a result of services.

9.1.4 Proof of Carriage of Insurance

Each certificate of insurance shall state the type of coverage certified and shall be identified as one of the following:

Insurance Coverage:

Worker's Compensation &
Employer's Liability

Limits:

Statutory -
\$1,000,000 each occurrence
\$2,000,000 each aggregate

Comprehensive General Liability

Bodily Injury

\$1,000,000 each occurrence
\$2,000,000 each aggregate

Property Damage

\$1,000,000 each occurrence
\$2,000,000 each aggregate

Premises Operation

\$1,000,000 each occurrence
\$2,000,000 each aggregate

Contractual Liability

\$1,000,000 each occurrence
\$2,000,000 each aggregate

Comprehensive Automobile:

Bodily Injury

\$1,000,000 each occurrence
\$2,000,000 each aggregate

Property Damage

\$1,000,000 each occurrence
\$2,000,000 each aggregate

Umbrella Policy

\$25,000,000 each occurrence

10.0 LICENSE AND TAXES

Contractor shall obtain all licenses and permits (other than the license and permits granted by the contract) and promptly pay all taxes and fees required by the City and by the State for this Agreement.

11.0 COMPLIANCE WITH LAW

The Contractor, its officers, agents, employees, contractors, and subcontractors, shall conduct operations under this contract in compliance with all applicable laws, federal, state and local; provided, however, that the general specifications within this Agreement under Section 5.0 through Section 10.0, shall govern the obligations of the Contractor where there exist conflicting ordinances of the City on the subject. It is agreed and understood that, if the City calls the attention of Contractor to any such violations on the part of the Contractor, its officers, agents, employees, contractors, and subcontractor, then Contractor shall immediately desist from and correct such violation.

12.0 OWNERSHIP

Title to Refuse and Dead Animals shall pass to Contractor when placed in Contractor's collection vehicle, removed by Contractor from a Bin or Container, or removed by Contractor from the customer's premises, whichever occurs last.

13.0 RECORDS & REPORTING

1. The City and Contractor agree and covenant to keep and maintain at their respective places of business at all times, accurate and complete records and accounts in writing, including complaint logs and route books, relating to the performance of their respective duties under the provisions of the Contract and such books and records shall be made available at any time during business hours for inspection by the other party, at the inspecting party's expense, upon reasonable advance notice. Such access shall not include Contractor's financial records. The City and Contractor shall maintain its records for a minimum of seven (7) years, and shall provide the other periodically with copies thereof upon request.
2. Quarterly Reports – The Contractor must submit written quarterly reports in the form attached as Exhibit C to the attention of the City Manager on the first day of each September, December, March and June during the term of this agreement.

14.0 BASIS & METHOD OF PAYMENT

14.01 Contractor's Compensation

14.1.1 Initial Rate

Contractor's initial rate for solid waste collection shall be per month per residential and commercial unit. Contractor shall charge a unit rate and City shall pay Contractor, the rates as indicated in Exhibit B, for the Refuse collection service used by residential and commercial units.

For special collection provided by the Contractor, the charges are to be negotiated between the Contractor and waste generator prior to collection, except for brush pickup as indicated in Section 5.5.2. If agreement cannot be reached, the matter may be submitted to the City for determination of a reasonable fee.

14.1.2 Adjustments to Compensation

1. Notwithstanding any of the terms and conditions provided in the Contract to the contrary, all rates, prices, cost to the City, and services provided in this Contract shall remain the same as herein provided for the entire term of this Contract, unless such rates, prices, and costs shall be reduced and lowered or unless such services shall be enhanced at no additional cost to the City and this Contract may be amended by agreement of both parties provided herein.
2. Recognizing the possibility that suppliers of certain commodities or services to the Contractor may raise their prices, due to unusual circumstances or as a result of general increases in their cost of doing business, and that these increases may increase the cost to the Contractor of providing collection and disposal services to the City, the Contractor may petition the City for rate adjustments under the following provisions:
 - a. If such increase in the cost to the Contractor is expected to be of limited duration, on the basis of unusual changes in commodity costs, such as increased fuel prices for example; the Contractor may request a temporary increase in the unit price of its services by a percentage amount that may be reasonably attributable to Contractor's increase cost of doing business. If granted by the Council, the temporary surcharge would be in place until such time as the commodity price dropped to within 10% of its benchmark price before the request for adjustment was made.

- b. No sooner than 12 months after initiation of this agreement but at anytime thereafter, Contractor may petition the City for an adjustment to its rates and prices on the basis of material changes in its cost of operation with no more than one such request being made in any twelve month period. At anytime of such petition, Contractor shall provide the City with documents and in reasonable form and sufficient detail to reasonably establish the necessity of any requested rate adjustment.
- c. Any of the aforesaid changes or any other conditions which occur that reduce the contractor's costs shall entitle the City to receive a rate decrease equal to the decrease in the Contractor's cost.

14.02 Billing & Payment Process

The basis for Contractor's initial compensation shall be based on a current annual count performed jointly by the Contractor and the City and approved by the City. The count will become effective with the commencement of service and shall be revised at the end of each month thereafter. The foregoing notwithstanding, in the event of major population changes or number of service units increase by operation of unusual events such as annexations or development activities, either the City or the Contractor may request a special count be performed. The City will provide the Contractor with all available information on customer changes.

The City or its designee will act as the billing and collection agent for services provided by Contractor pursuant to contract, including those accounts that are delinquent. At such time a delinquent account is collected by the City, payment will be made to the Contractor. The Contractor and City will review the customer list prepared by the City on a semi-annual basis to address discrepancies between customers billed and customers collected. The Contractor shall be entitled to payment for all services rendered and shall submit statements to the City within ten (10) days following the end of the month and collect from the City for all services provided pursuant to Section 5.0, Scope and Nature of Service. Within thirty (30) days after the last day of each month for which contract services have been provided, the City will send Contractor payment less penalties based on the unit count contingent upon bill being submitted within ten (10) days following the end of the month. Other contract items billed by Contractor on a monthly basis, payment shall be made by the 30th of the month following the end of such month service is rendered and after the invoice is received. Unless the City has furnished notice to the Contractor to cut off service or service has been terminated, the Contractor shall be entitled to payment for service irrespective of whether or not the City collects from the customer for such service.

14.03 New Accounts

The City shall set up all new accounts for such service that each customer shall elect. The City shall notify Contractor within twenty-four (24) hours, excluding Holidays and weekends, of such new accounts by location of each residential and commercial unit so that solid waste collection service may commence on the next regularly scheduled collection day.

14.04 Delinquent and Closed Accounts

The Contractor shall discontinue refuse collection service to any Unit as set forth in written notice sent by the City by facsimile to the Contractor. Upon further notification by the City, the Contractor shall resume refuse collection on the next regularly scheduled collection day. The City shall indemnify and hold the Contractor harmless from any claims, suits, damages, liabilities or expenses (including but not limited to expenses of investigation and attorney's fees) resulting from the Contractor discontinuing service at any location at the direction of the City.

15.0 DEFAULT

The City may cancel this agreement because of Contractor's default, except as otherwise provided below in this Section, by giving the Contractor no less than thirty (30) days advance written notice, to be served as provided in Section 21.02, Notices, upon the happening of anyone of the following events:

1. The Contractor shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy (court) or a petition or answer seeking an arrangement for its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any other law or statute of the United States or any state thereof, or consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property. In the event that any bankruptcy, insolvency, reorganization, receivership, or similar proceeding is instituted by or against Contractor, or in the event Contractor makes an assignment for the benefit of creditors, the Contractor shall not assert or list this Agreement as an asset of such action; or
2. By order of decree of a court, the Contractor shall be adjudged bankrupt or an order shall be made approving a petition filed by any of its creditors or by any of the stockholders of the Contractor, seeking its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any law or statute of the United States or of any state thereof, provided that if any such judgment or order is stayed or vacated within thirty (30) days after the entry thereof, any notice of default shall be and become null, void and of no effect; unless such stayed judgment or order is reinstated in which case, said default shall be deemed immediate; or
3. By, or pursuant to, or under the authority of any legislative act, resolution or rule or any order to decree of any Court or governmental board, agency or officer having jurisdiction, a service, trustee or liquidator shall take possession or control of all or substantially all of the property of the Contractor, and such possession or control shall continue in effect for a period of thirty (30) days; or
4. Failure to comply with all local, state and federal laws governing the service provided under this Agreement or failure to obtain and maintain any permits required pursuant to Section 6.11, Agreement Management Administration of this agreement; or
5. The City may, by written notice to Contractor, terminate this Contract without liability to the Contractor, if it is determined by the City that gratuities or bribes in the form of entertainment, gifts, or otherwise, during the bid process, were offered or given by the Contractor, or its agent or representative to any City officer, employee or elected representative with respect to the performance of the Contract. In addition, the Contractor may be subject to penalties stated in Title 8 of the Texas Penal Code.
6. (A) The Contractor has defaulted, by failing or refusing to perform or observe the terms, conditions or covenants in this Agreement or has wrongfully failed or refused to comply with the instructions of the City, and said default is not cured within thirty (30) days of receipt of written notice by the City to do so, or if, by reason of the nature of such default, the same cannot be remedied within thirty (30) days following receipt by the Contractor of written demand from the City to do so, the Contractor fails to commence the remedy of such default within said thirty (30) days following such written notice or having so commenced shall fail thereafter to continue with diligence the curing thereof (with the Contractor having the burden of proof to demonstrate): (a) that the default cannot be cured within thirty (30)

days, and (b) that it is proceeding with diligence to cure said default, and such default will be cured within a reasonable period of time).

(B) In the event of the aforesaid events and except as otherwise provided in said subsection, City may, after a hearing as described herein, revoke and terminate the permit hereby granted, and the agreement shall be terminated effective upon the City's written notice to the Contractor and upon said date this agreement shall be deemed immediately terminated and upon such termination all liability of the City under this agreement to the Contractor shall cease, and shall be free to negotiate with other contractors for the operation of the herein specified services. The hearing prerequisite to such termination shall not be held until such notice of such hearing has been given to the Contractor at the address shown herein, and a period of not less than thirty (30) days has elapsed since the mailing of such notice. The notice shall specify the time, date and location of such hearing and shall include the reasons for the termination of such permits and agreement. The hearing shall be conducted, in public, by the City Council, and Contractor shall be allowed to be present and given full opportunity to answer such charges and allegations as are set out against him in the notice. If, after the hearing is concluded, the City Council shall determine that the charges and allegations set forth in the notice are affirmed by the facts presented at the hearing, they may revoke and terminate this agreement and the permit and agreement shall be null and void.

16.0 TRANSFERABILITY OF CONTRACT

16.01 Assignment

Other than by operation by law, no assignment of the Contract or any right accruing under the Contract shall be made in whole or part by the Contractor without the express written consent of the City. If this agreement is assigned, the assignee shall assume the liability of the Contractor.

17.0 EXPANSION OF AGREEMENT AREA

The City may expand the Agreement Area to property annexed or otherwise incorporated by the City, or to units not covered by this Agreement, by giving Contractor thirty (30) days advance notice. The Contractor shall adjust service to the expanded area upon receiving proper notification from the City.

18.0 FORCE MAJEURE: EMERGENCY SERVICE PROVISIONS

Force Majeure Event means Acts of God; strikes, lockouts or other industrial disturbances; acts of the public enemy, wars, blockades, insurrections, or riots; epidemics or quarantine; landslides, lightning, earthquakes, fires, severe storms (rain, hail, ice, snow or other), hurricanes, tornadoes, floods, droughts, or high water washouts; arrests and restraints of government and people; civil disturbances; explosions or power failures or surges; pest damage; breakage, freezing or accident to machinery or lines of pipe (including utility lines), or failure of gas wells or gas supply; enactment of statutes, laws or regulations; acts of governmental or semi-governmental bodies (including without limitation failure of the parties to agree on the terms of a Force Majeure Proposal (as defined herein below)) or the other party's default under this Agreement.

Notwithstanding any provision to the contrary herein, upon the commencement of a Force Majeure Event notified by one party to the other, Contractor's obligation to provide collection service at the frequency and on the dates otherwise required by this Agreement ("Regular Services") shall be suspended for so long as other or additional services are required and Contractor, either as part of its notice or in prompt response to City's issuance of such notice, will propose to City ("Contractor's Force Majeure Proposal"):

- measures to be taken by Contractor through provision of other or additional services to address the Force Majeure Event as soon as conditions reasonably permit including establishment of emergency or temporarily changed service routes and schedules, or alternative methods or collection and disposal to cope with restricted access or increased volumes in order to restore Regular Services; and
- a good faith estimate of the time required before regular schedules and routes can be resumed, it being understood, however, that following City's notice described below Contractor will use best efforts to mitigate the effects and costs of such suspension and to minimize the period of suspension, and
- the amount, or a method to calculate the amount, to be paid to Contractor for the other or additional services (including without limitation expenses and costs to be incurred by Contractor to mobilize and demobilize for a Force Majeure Event, Contractor's added operating expenses (labor, supervision, materials, permitted subcontracts, equipment rentals, additional disposal costs, equipment depreciation, and reasonable profit).

City will review Contractor's Force Majeure Proposal and notify Contractor of its approval or comments by the later of twenty-four (24) hours after its submission, or the time proposed by Contractor to commence the other or additional services set out in Contractor's Force Majeure Proposal, provided that City shall have no obligation to approve any Contractor's Force Majeure Proposal which proposes to suspend Contractor's Regular Services for longer than three (3) months.

Contractor will give notice to City of the date for resumption of regular services, which shall be the earliest possible date consistent with implementing Contractor's Force Majeure Proposal as approved by City. If, however, Contractor's performance is delayed further beyond the date proposed in Contractor's Force Majeure Proposal, other than due to further Force Majeure Event(s) or unless approved by the City, such failure shall be considered an event of default.

If the parties disagree on the price for additional or other services (or any part thereof), Contractor nevertheless may elect to proceed with part or all of the additional or other services on which no agreement has been reached. Whether or not Contractor so elects, either party may submit any disputed claim or issue concerning the price of other or additional services to the binding decision of an agreed upon expert, who will review the Force Majeure proposal, and any City counter proposal available at the time of submission, forthwith and render a decision, acting as an expert and not as an arbitrator, as soon as possible following submission shall select the price proposal of the party that is more reasonable in light of the particular circumstances facing the parties and affecting performance after the Force Majeure Event arises. In light of the need to address the Force Majeure Event promptly, in any such proceedings time will be of the essence.

Contractor may not notify a suspension of regular services without reasonable cause, which may be evaluated by comparing the effect of the Force Majeure Event on similar services or the reaction to the Force Majeure Event of other similarly situated service providers within the City or neighboring municipalities. Contractor will not be penalized for the necessary disruptions of regular services, which may occur during a Force Majeure Event.

19.0 SEVERABILITY

In the event any provision or portion thereof of any contract document shall be found to be declared illegal, void, invalid or unenforceable by a court of competent jurisdiction, then such provision or portion of any thereof shall be performed in accordance with applicable laws. The invalidity of any provision or

portion of the contract document shall not affect the validity or enforceability of the other provisions or portion of any contract document.

20.0 MODIFICATION; WAIVER

This Agreement constitutes the entire Agreement by the parties and it may not be altered, revised or modified except by a written modification signed and properly authorized by the parties. No oral statement of any person shall modify or otherwise change, or effect, the terms, conditions or specifications stated in the Contract. All change orders to the Contract will be made in writing and shall not be effective unless signed by an authorized representative of the City.

The failure of the City at any time to require performance by the Contractor of any provisions hereof shall in no way affect the right of the City thereafter to enforce the same. Nor shall waiver by the City of any breach of provisions hereof taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

21.0 MISCELLANEOUS

21.01 Governing Law

This agreement shall be governed by the laws of the State of Texas as to interpretation and performance. Any and all legal action necessary to enforce this agreement will be held in Williamson County, Texas.

21.02 Notices

Any notice, demand, communication, or request required or permitted hereunder shall be in writing, except where otherwise herein designated by telephone, and delivered in person or sent certified, return receipt requested, United States Mail, or by machine-confirmed facsimile followed by mailed copy, addressed set forth below:

If to the City at:

City of Taylor
Attn: City Manager
P. O. Box 810, 400 Porter Street
Taylor, Texas 76574-0810
Telephone: 512-352-3677
Fax: 512-352-8255
E-Mail: frank.salvato@ci.taylor.tx.us

If to the Contractor at:

IESI, TX Corp.
Attn: District Manager
P. O. Box 1168
San Marcos, Texas 78667-1168
Telephone: 512-392-3591
1-800-581-5825
Fax: 512-392-3603
E-Mail: rgray@iesi.com

Changes of address, telephone, fax, e-mail or change of the person to whom the letter is to be addressed shall be given by notice to the other party in the same manner as above specified. The City Manager shall have the authority for such approval on the part of the City as may be required under the terms of this agreement.

Notices shall be effective when received at the address as specified above. Changes in the respective address to which such notice is to be directed may be made from time to time by written notice. Facsimile transmission is acceptable notice, effective when received and machine-confirmed, however, facsimile

transmission received (i.e., printed) after 4:00 p.m. or on weekends or holidays will be deemed received on the next business day. The original copy of items transmitted by facsimile equipment must also be mailed as required herein.

21.03 This agreement supersedes any previous or contemporaneous agreement between Contractor and City with respect to the subject matters hereof.

IN WITNESS WHEREOF, the City and Contractor, each representing that its signatory hereto has full authority to bind it hereto, have executed this Agreement on the date hereinafter referred.

Dated this 18th day of December, 2002. CITY OF TAYLOR, TEXAS

CITY OF TAYLOR, TEXAS
A MUNICIPAL Corporation of Williamson County, Texas

By: Frank Salvato
Frank Salvato, City Manager

Dated: 12-18-02

Witnessed: Barbara S. Belz
Barbara S. Belz, City Clerk

Dated: 12-18-2002

SEAL of the City of Taylor, Texas

IESI, TX Corp

By: Jeff Peckham
Its: VICE-PRESIDENT

Dated 12/31/02

Witnessed: Danielle E. (pro)
Dated: 12/31/02

EXHIBIT "A"
CONTRACTOR'S DEFINITION OF
SPECIAL MATERIALS WASTE

"Special Waste" means any discarded material from a non-residential source meeting any of the following descriptions:

- a. Waste from an industrial process (including process sludges).
- b. Waste from a pollution control process (e.g., baghouse dust, treatment plant sludge, filter cake, sedimentation pond cleanout, etc.).
- c. Waste containing free liquids (free liquid wastes are those wastes which fail the paint filter test prescribed by the United States Environmental Protection Agency method 9095).
- d. Residue and debris from the cleanup of a spill of a chemical substance or commercial product or a waste listed in (a) through (c), or (e) through (g). This definition applies to spills of any size.
- e. Contaminated residuals from the cleanup of a facility generating, storing, treating, recycling, or disposing chemical substances, commercial products, or waste listed in (a) through (d), (t), or (g).
- f. Any waste which is non-hazardous as a result of treatment pursuant to RCRA Subtitle C.
- g. Chemical-containing equipment removed from service, in which the chemical composition and concentration are unknown.

Type B Special Waste - Any discarded material from a non-residential source meeting any of the following descriptions: (Type B special wastes are not customarily subject to laboratory testing).

- a. Friable asbestos from building demolition or cleaning; wallboard, wall or ceiling spray coverings, pipe insulation, etc. Non-friable asbestos (e.g. asbestos containing floor tiles, brake pads, roofing products, etc.) is not a special waste unless it has been processed, handled, or used in such a way that when dry, it becomes crumbled, pulverized, or reduced to powder. Asbestos bearing industrial process waste is a Type A special waste.
- b. Commercial products or chemicals which are off-specification, outdated, unused, or banned. This category includes containers which once held commercial products or chemicals unless the container is "empty" as defined in this section. Outdated or off-specification uncontaminated food or beverage products in original consumer containers are not special waste unless management of such products is restricted by applicable regulations.
- c. Untreated medical waste - Any waste capable of inducing infection due to contamination with infectious agents from a bio-medical source including but not limited to a hospital, medical clinic, nursing home, medical practitioner, mortuary, taxidermist, veterinarian, veterinary hospital, animal testing laboratory or medical testing laboratory. Any sharps from these sources must be rendered harmless or placed in needle puncture proof containers.
- d. Treated medical waste - Any waste from a bio-medical source including but not limited to a hospital, medical clinic, nursing home, medical practitioner, mortuary, taxidermist, veterinarian, veterinary hospital, animal testing laboratory, or medical testing laboratory which has been autoclaved or otherwise heat treated or sterilized so that it is no longer capable of inducing

infection. Any sharps from these sources must be rendered harmless or placed in needle puncture-proof containers. Residue resulting from the incineration of medical waste is a Type A special waste.

- e. Residue/sludges from septic tanks, food service grease traps, or wash waters and wastewaters from commercial laundries, laundromats, and car washes. If these wastes are managed at a public or commercial wastewater treatment works, they are not a special waste.
- f. Chemical containing equipment removed from service, in which the chemical composition and concentration are known, (e.g. oil filters, cathode ray tubes, lab equipment, acetylene tanks, fluorescent light tubes, etc.).
- g. Waste produced from the demolition or dismantling of industrial process equipment or facilities contaminated with chemicals from the industrial process. Chemicals or waste removed or drained from such equipment for facilities are Type A special wastes.
- h. Incinerator ash generated at a Resource Recovery Facility that burned only non-hazardous household, commercial, or industrial waste and qualifies for the hazardous waste exclusion in 40 CFR 261.4(b). If the regulatory authority does not recognize the household hazardous waste exclusion, then the ash is a Type A special waste.



***City Council Meeting
January 14, 2010
Agenda Item Transmittal***

Agenda Item #: 10
Agenda Title: Consider accepting ownership of Road Right-Of-Way from FM 397 to the Williamson County Events Center.
Council Action to be taken: Approve, deny or table
Initiating Department: Public Works
Staff Contact: Danny Thomas, Director of Public Works

1. INTRODUCTION/PURPOSE

To consider accepting ownership of road right-of-way from F.M. 397 to the Williamson Count Events Center as an agreement with the City of Taylor and Williamson County as a Special Warranty Deed from the Williamson County Parks Foundation.

2. DESCRIPTION/ JUSTIFICATION

Williamson County has donated a section of right-of-way, consisting of approximately 1.387 acres, to The City of Taylor. This property consists mainly of the entrance road, and its associated right-of-way, that originally went directly to the Events Center. This request was made many months ago in order for the City to properly maintain and control the road accessing the newly opened Taylor Regional Park & Sports Complex.

3. FINANCIAL/BUDGET

\$28.00 filing fee

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

Staff recommends accepting ownership.

6. REFERENCE FILES

10a. Recording to City of Taylor

LAW FIRM OF TED W. HEJL
ATTORNEYS AT LAW
311 TALBOT STREET
P. O. Box 192
TAYLOR, TEXAS 76574

TED W. HEJL
MARK J. SCHROEDER

(512) 365-6348
(512) 365-2226 FAX

December 16, 2009

Ms. Nancy E. Rister
Williamson County Clerk
P.O. Box 18
Georgetown, Texas 78627

Re: Special Warranty Deed from Williamson County Park
Foundation, Inc., to the City of Taylor, Texas.

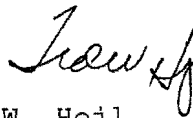
Dear Ms. Rister:

In connection with the above referenced matter, enclosed
you will find a Special Warranty Deed which is to be recorded in
the Official Records. Also enclosed is my check number 16541 in
the amount of \$28.00 representing payment of the recording fees
due.

Please return the recorded instruments to my office at your
earliest convenience. In the event you have any questions or
comments, please do not hesitate to contact me.

Very truly yours,

LAW FIRM OF TED W. HEJL



Ted W. Hejl

TWH:dr
Enclosures

c: Jim Dunaway
City of Taylor, Texas

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

WILLIAMSON COUNTY
PARK FOUNDATION, INC.

TO

THE CITY OF TAYLOR,
TEXAS

SPECIAL
WARRANTY DEED

STATE OF TEXAS,

§

COUNTY OF WILLIAMSON.

§

§

WILLIAMSON COUNTY PARK FOUNDATION, INC., a Texas non-profit corporation, of Williamson County, Texas, hereinafter called Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00), and other good and valuable consideration cash to it paid by the City of Taylor, Texas of Williamson County, Texas, a Home Rule Municipality, the receipt of which is hereby acknowledged and confessed, and for the payment of which no right or lien, expressed or implied, is retained;

Has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto the City of Taylor, Texas, a Home Rule Municipality of 400 Porter Street in Taylor, Williamson County, Texas 76574, hereinafter called Grantee, subject to the reservation set forth below, the following described real property, to-wit:

Property:

BEING a 1.387 acre tract being situated in the William J. Baker Survey, Abstract No. 65 in Williamson County, Texas, subject tract part of and out of a called "135.00 Acres", conveyed in a Deed from Roy Schroeder, et ux, to Williamson County Park Foundation, Inc., dated 5-25-01 and recorded in Document No. 2001039326, of the Official Public Records of Williamson County, Texas; and being more particularly described by metes and bounds on Exhibit "A", attached hereto and made a part hereof for all purposes.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, its successors and assigns and Grantor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the said premises unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, when the claim is by, through, or under Grantor but not otherwise, subject, however, to easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; taxes for 2009, the payment of which Grantee assumes and subsequent

assessments for that and prior years due to change in and usage, ownership, or both, the payment of which Grantee assumes.

Grantee is purchasing the Property in an "as is" condition with no representations made or implied as to the quality, fitness, or condition of this Property by the Grantor. Grantee is purchasing the Property based solely upon its inspection and no representations of the use, fitness, size, quality or any other matters concerning the Property have been made by Grantor to Grantee. Grantor warrants only title to the Property as set forth in this Deed.

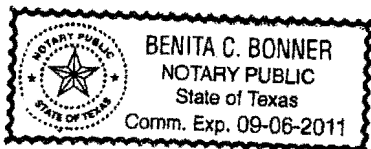
This conveyance is subject to a reservation wherein Grantee agrees that if any of the Property described herein is used for any purpose other than as a public park, that the Property shall automatically revert to Williamson County, Texas or its designee. In the event of such reversion, Grantee shall execute a deed, in recordable form, and deliver same to Grantor immediately upon Grantor's written request to Grantee.

Williamson County Park Foundation, Inc.

By: Jim Rock
Title: President
Date: 12-10-2009

STATE OF TEXAS,
COUNTY OF WILLIAMSON.

This instrument was acknowledged before me on this the 10th
day of, December, 2009, by Benita Bonner.



[Signature]
Notary Public in and for
The State of Texas

After Recording Return to:
Ted W. Hejl, Attorneys At Law
311 Talbot Street P.O. Box 192
Taylor, Texas 76574

LAW FIRM OF TED W. HEJL
ATTORNEYS AT LAW
311 TALBOT STREET
P. O. Box 192
TAYLOR, TEXAS 76574

TED W. HEJL
MARK J. SCHROEDER

(512) 365-6348
(512) 365-2226 FAX

December 16, 2009

Ms. Nancy E. Rister
Williamson County Clerk
P.O. Box 18
Georgetown, Texas 78627

Re: Special Warranty Deed from Williamson County Park
Foundation, Inc., to Taylor Park Foundation.

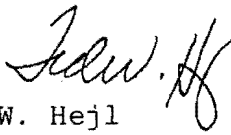
Dear Ms. Rister:

In connection with the above referenced matter, enclosed
you will find a Special Warranty Deed which is to be recorded in
the Official Records. Also enclosed is my check number 16542 in
the amount of \$28.00 representing payment of the recording fees
due.

Please return the recorded instruments to my office at your
earliest convenience. In the event you have any questions or
comments, please do not hesitate to contact me.

Very truly yours,

LAW FIRM OF TED W. HEJL


Ted W. Hejl

TWH:dr
Enclosures

c: Jim Dunaway
City of Taylor, Texas

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

WILLIAMSON COUNTY
FOUNDATION, INC.

TO

TAYLOR PARK
FOUNDATION

**SPECIAL
WARRANTY DEED**

STATE OF TEXAS, §
 §
COUNTY OF WILLIAMSON. §

WILLIAMSON COUNTY PARK FOUNDATION, INC., a Texas non-profit corporation, of Williamson County, Texas, hereinafter called Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00), and other good and valuable consideration cash to it paid by the Taylor Park Foundation, a Texas non-profit Corporation of Taylor, Williamson County, Texas, the receipt of which is hereby acknowledged and confessed, and for the payment of which no right or lien, expressed or implied, is retained;

Has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto the Taylor Park Foundation, a Texas non-profit Corporation of 311 Talbot Street in Taylor, Williamson County, Texas 76574, hereinafter called Grantee, subject to the reservation set forth below, the following described real property, to-wit:

Property:

BEING a 5.146 acre tract of land situated in the William J. Baker Survey, Abstract No. 65, located in Williamson County, Texas, and being more fully described by metes and bounds on Exhibit "A", attached hereto and made a part hereof for all purposes.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, its successors, and assigns and Grantor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the said premises unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, when the claim is by, through, or under Grantor but not otherwise, subject, however, to easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; taxes for 2009, the payment of which Grantee assumes, and subsequent assessments for that and prior years due to change in and usage, ownership, or both, the payment of which Grantee

assumes.

Grantee is purchasing the Property in an "as is" condition with no representations made or implied as to the quality, fitness, or condition of this Property by the Grantor. Grantee is purchasing the Property based solely upon its inspection and no representations of the use, fitness, size, quality or any other matters concerning the Property have been made by Grantor to Grantee. Grantor warrants only title to the Property as set forth in this Deed.

This conveyance is subject to a reservation wherein Grantee agrees that if any of the Property described herein is used for any purpose other than as a public park, that the Property shall automatically revert to Williamson County, Texas or its designee. In the event of such reversion, Grantee shall execute a deed, in recordable form, and deliver same to Grantor immediately upon Grantor's written request to Grantee.

Williamson County Park Foundation, Inc.

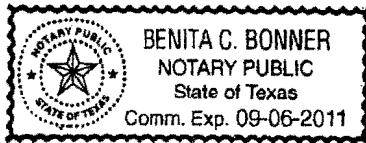
By: _____

Title: _____

Date: _____

STATE OF TEXAS,
COUNTY OF WILLIAMSON.

This instrument was acknowledged before me on this the 10th
day of, December, 2009, by Benita Bonner.



[Signature]
Notary Public in and for
The State of Texas

After Recording Return to:
Ted.W. Hejl, Attorneys At Law
311 Talbot Street P.O. Box 192
Taylor, Texas 76574



***City Council Meeting
January 14, 2010
Agenda Item Transmittal***

Agenda Item #: 11
Agenda Title: Consider accepting public improvements for South Edmond Street- Paving and Drainage Improvement Project.

Council Action to be taken: Approve, deny or table

Initiating Department: Finance Department

Staff Contact: Rosemarie Dennis, Finance Director

1. INTRODUCTION/PURPOSE

To formally accept the public improvements for the Taylor Economic Development Corporation's South Edmond Street Project.

2. DESCRIPTION/ JUSTIFICATION

This agenda item is generally considered a housekeeping item. It was discovered that the City never formally accepted, from the TEDC, the public improvements for South Edmond Street that was completed in 2005. As a result of this finding, TEDC presented this item at their board meeting on December 16th and now this needs to be officially accepted by the City Council in order that the public improvements to South Edmond Street are added to our inventory. The total cost of the paving and drainage improvements were valued at \$822,484.45.

Included in your packet are the supporting documents for this request.

3. FINANCIAL/BUDGET

By the acceptance of the public improvements, this will show an increase to City's capital assets.

4. TIMELINE CONSIDERATIONS

N/A

5. RECOMMENDATION

Staff recommends formal acceptance of the public improvements associated with the construction of South Edmond Street.

6. REFERENCE FILES

- 11a. TEDC Agenda Item-Transmittal letter
- 11b. South Edmond Cost-TEDC
- 11c. City of Taylor list of checks issued.

12:52 PM

12/11/09

Accrual Basis

Taylor Economic Development Corp.
Transactions by Account
All Transactions

Type	Date	Num	Name	Memo	Split	Amount	Balance
Inventory-MC Industrial Park							
Long Term Inv-MCIP Land Improve							
Road - South Edmond							
Bill	6/29/2001	Inv. 8661	Mine Services, Inc.	#1 Pay Request Roadwork	Accounts Pay...	44,846.10	44,846.10
Bill	6/29/2001	Inv. 8696	Mine Services, Inc.	#2 Pay Request Roadwork	Accounts Pay...	75,649.50	120,495.60
Check	7/23/2001	CC020715	City of Taylor	#3 Pay Request Mine Services	Bank Transfers	67,695.08	188,190.68
Bill	8/31/2001	Roadwork	City of Taylor	#4 Pay Request -Roadwork MCIP Mine Services	Accounts Pay...	172,318.05	360,508.73
Bill	9/30/2001	Refund, Rdw	City of Taylor	#5 Pay Request - Roadwork	Accounts Pay...	67,779.45	428,288.18
Bill	1/2/2002	Roadwork	City of Taylor	#6 and #7 Pay requests (\$21,330.00 & \$60,536.70)	Accounts Pay...	81,886.70	510,154.88
Bill	3/11/2002	Roadwork	City of Taylor	#8 Pay Request	Accounts Pay...	11,104.20	521,259.08
Bill	3/11/2002	Roadwork	City of Taylor	#9 Pay Request	Accounts Pay...	70,352.99	591,612.07
Check	5/24/2002	5202	City of Taylor	#10 Pay Request --Retainage	City National ..	56,734.68	648,346.75
Check	11/15/2002	5424	City of Taylor	#11 Pay Request - Drainage - Inv. #3662	City National ..	25,850.43	674,197.18
Check	1/2/2003	5475	City of Taylor	#12 Pay Request --TCFP#719132	City National ..	22,275.00	696,472.18
Check	4/15/2003	5585	City of Taylor	#13 pay req.-Mine Serv.-TCFP #719132	City National ..	7,425.00	703,897.18
Check	6/19/2003	5663	City of Taylor	#14 Pay Request Mine Service + \$165.00 welding to City	City National ..	30,540.00	734,437.18
Check	8/18/2003	5720	City of Taylor	#15 & #16 Pay Requests -\$33,210.00 + \$26,730.00	City National ..	59,940.00	794,377.18
Check	9/2/2003	5728	City of Taylor	#17 Pay Request MSI	City National ..	17,010.00	811,387.18
Check	8/1/2005	8400	City of Taylor	#18A Pay Request	City National ..	11,097.27	822,484.45
Total Road - South Edmond						822,484.45	822,484.45
Total Long Term Inv-MCIP Land Improve						822,484.45	822,484.45
Total Inventory-MC Industrial Park						822,484.45	822,484.45
TOTAL						822,484.45	822,484.45



Vendor Set 95-CITY OF TAYLOR

Name MINE SERVICE INC.

Vendor 131150

Status Inactive

General Other Detail Checks Information Comments Purchase Orders

Bank	Date	Check #	Amount	Status
AF	02/25/2005	082069	\$11,097.27	Posted
AP	09/25/2003	074251	\$17,010.00	Posted
AP	08/21/2003	072520	\$59,940.00	Posted
AP	06/13/2003	071339	\$30,540.00	Posted
AP	04/25/2003	066534	\$7,425.00	Posted
AP	12/13/2002	069258	\$22,275.00	Posted
AP	11/21/2002	068963	\$25,850.43	Posted
AP	07/05/2002	065466	\$56,734.68	Posted
AP	03/15/2002	063467	\$81,457.19	Posted
AP	01/04/2002	054642	\$81,866.70	Posted
AP	09/20/2001	060363	\$67,779.45	Posted
AP	09/07/2001	060101	\$67,695.08	Posted
AP	08/31/2001	060041	\$172,318.05	Posted

Total \$ 701,155.85

Not shown - 44,940.10

75,649.50

Total \$ 822,484.45

Qrr # 8661 to City from NST
Qrr # 8696 to City from NST

Edit This Record

Clear

View

rosemarie.de

Spam for name rosemarie.de 11/10/08

AGENDA ITEM #6 REQUEST THE CITY TO ACCEPT SOUTH EDMOND STREET

Status Report

Staff recently reported that both the City and Taylor EDC staffs were researching whether South Edmond Street in Mustang Creek Industrial Park had ever been formally accepted by the City. Research has been completed and no record of acceptance was found. As a result of these findings, the Board is now being asked to request that the City accept South Edmond Street and add it to their inventory thus allowing Taylor EDC to delete \$822,484.45 (for payment of the street) from its assets.

Background Information

Mine Services, Inc. (MSI), Rockdale, Texas served as the contractor for South Edmond Street. It appears the contract was between MSI and the City of Taylor.

MSI submitted pay requests to the City of Taylor. The City, in turn, invoiced the Taylor EDC but this invoicing did not begin until the third pay request. The first two pay requests were paid directly to Mine Services, Inc. (The invoices were addressed to the City, the City sent invoices over to the Taylor EDC for payment, and Taylor EDC paid MSI). It was later recommended that the City pay Mine Services, Inc. directly and invoice the Taylor EDC for reimbursement. Mine Services, Inc. was paid a total of \$822,484.45 for the road and drainage work, all of which was ultimately paid by the Taylor EDC.

City and Taylor EDC staffs believe that a formal transfer never occurred simply because of changes within City staff and failure to recognize the steps that needed to be taken. Recall that when Mustang Cove was recently accepted by the City, Linda Wentrcek questioned why South Edmond Street was still on Taylor EDC books. This led to a meeting between Linda Wentrcek and Rosemarie Dennis, City Chief Financial Officer and Dennis Kleppe, City Inspector as well as a consultation with Ted Hejl, City attorney.

For the City it was a pass-through having been reimbursed for any and all payments they made to MSI. Taylor EDC ultimately paid for all the expenses and showed South Edmond Street as a capital asset.

Additional Information Enclosed

- Taylor EDC Quickbooks transaction sheet showing payment of 18 pay requests (two to MSI and 16 to City of Taylor) for a total of \$822,484.45.

- City of Taylor Vendor Sheet to MSI showing thirteen checks that total \$701,988.85. (When Taylor EDC's two payments of \$44,846.10 and \$75,649.50 are added to this amount the total is \$822,484.45.)

Action Recommended

It is the staff recommendation that the Board consider the following:

Request the City of Taylor to accept public improvements of South Edmond Street in Mustang Creek Industrial Park as dedicated to public use and recorded in the Plat Records of Williamson County, Texas in Cabinet S, Slides 300 and 301 thus allowing South Edmond Street to be deleted from Taylor EDC assets.



***City Council Meeting
January 14, 2010
Agenda Item Transmittal***

Agenda Item #: 12
Agenda Title: Consider amending concession fees for the Taylor Regional Park and Sports Complex.

Council Action to be taken: Approve, table or deny

Initiating Department: Parks and Recreation Department
Staff Contact: Mike DeVito; Parks and Recreation Superintendent
Danny Thomas, Director of Public Works

1. INTRODUCTION/PURPOSE

The purpose of this item is to consider lowering fees for the City's take on concession stand gross sales and vendor gross sales from 15% to 10%.

2. DESCRIPTION/ JUSTIFICATION

Based on research from surrounding City's the following information was gathered. Officials with other Sports Complex's and City owned facilities, Parks and Recreation charges 10% of gross sales for concession stand rentals, and do not charge a percentage of gross sales for outside vendors.

One Park and Recreation facility does not provide rentals for their complexes concession stand, but has a contractual agreement with a local company who in turn issues a percentage of sales to the city for what is sold at the concession stand. They currently allow vendors on a case-by-case basis to private rentals, and do allow them on City hosted events, however in neither case do they take a percentage of sales.

3. FINANCIAL/BUDGET

N/A

4. TIMELINE CONSIDERATIONS

Rentals begin on January 23, with the official opening of rentals scheduled for March of this year.

5. RECOMMENDATION

Staff recommends amending fees as presented and then amending the Fee Ordinance to reflect these changes.

6. REFERENCE FILES

12a. Fee Comparison Chart

Vendor and Concession Fee Comparison

With Regional Park Proposed Fees
1/11/2010

	McMaster Athletic Complex	Old Settlers Park	Regional Park and Sports Complex
Concession Take	Contractual Agreements, City take is dependent on contract, ranges from 10-20%	10% for rental	10% for rental
Vendor Fee Take	Vendors allowed only for City run events, no cut taken by the City	Vendors allowed, no cut taken by the City	Vendors allowed, 10% cut taken by the City



***City Council Meeting
January 14, 2010
Agenda Item Transmittal***

Agenda Item #: 13
Agenda Title: Consider introducing Ordinance 2010-2 amending the Fee Ordinance to include a change to park concession fees and solid waste service fees.

Council Action to be taken: Introduce ordinance.

Initiating Department: Finance Department

Staff Contact: Rosemarie Dennis, Finance Director

1. INTRODUCTION/PURPOSE

To discuss and consider the official introduction of Ordinance 2010-2, which amends the City's Fees Ordinance. Changes, as proposed, are depicted in the attached fee schedule.

2. DESCRIPTION/ JUSTIFICATION

This is to formally introduce Ordinance 2010-2 to amend the Fee Ordinance to include a change to park fees and also to include the solid waste service fees.

At the December 10th City Council meeting, the rate increase for solid waste services was presented to City Council and was approved and went into effect on December 1st. However, an Ordinance was not introduced at that time and is included with this Ordinance. As explained in an earlier transmittal, a change to park fees was also proposed.

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

Staff would recommend that Ordinance 2010-2 be officially declared introduced.

6. REFERENCE FILES

13a. Ordinance 2010-2

13b. Exhibit A- Fee Schedule

ORDINANCE NO. 2010-2

AN ORDINANCE AMENDING ORDINANCE NO. 2009-29 ADOPTED ON SEPTEMBER 22, 2009 BY CHANGING CERTAIN RATES AND OTHER SERVICES PROVIDED BY THE CITY; REPEALING ALL ORDINANCE OR PARTS OF ORDINANCES IN CONFLICT HERewith TO THE EXTENT OF SUCH CONFLICT; AND PROVIDING A SEVERANCE CLAUSE.

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

SECTION 1.0 That the certain rates for utilities and other services provided by the city, for the support of the general government of the City of Taylor, Texas be amended in accordance with the changes shown in the attached Exhibit A.

SECTION 2.0 That the amendment, as shown in words and figures in Exhibit A, is hereby approved in all aspects and adopted as an amendment to Ordinance No. 2009-29.

SECTION 3.0 All other provisions of Ordinance No. 2009-29 shall remain in full force and effect.

SECTION 4.0 All ordinance or parts of ordinances in conflict herewith are hereby repealed only to the extent of such conflict as of the effective date of this ordinance.

SECTION 5.0 If any part or parts of this ordinance shall be held to be invalid by a court of competent jurisdiction such holding of invalidity shall not effect the remaining portions hereof and all portions hereof which are not held to be invalid shall continue in full force and effect.

SECTION 6.0 In accordance with Article 8 of the City Charter, this ordinance was introduced before the City Council of the City of Taylor, Texas on the ____ day of _____, 2010.

PASSED, APPROVED, and ADOPTED on the ____ day of _____, 2010.

Rod Hortenstine, Mayor

ATTEST:

Susan Brock, City Clerk

Exhibit A

Fee Schedule for City Services 2009-10

I. Community Development, Engineering and Construction
A. Contractor Permits

New Residential and Residential Additions Permits (SF, Duplexes, and Triplexes)

		\$0.095 plus \$0.005 for Weatherization=
Building Permit	\$ 125.00	\$0.10
Inspection Fee	\$ 40.00	
Mechanical permit	\$ 40.00	0.095
Plumbing permit	\$ 40.00	0.095
Gas permit	\$ 40.00	0.095
Electrical permit	\$ 40.00	0.095
Totals	\$ 325.00	

Residential Remodeling Permits (SF, Duplexes, and Triplexes)

		\$0.095 plus \$0.005 for Weatherization=
Building Permit	\$ 50.00	\$0.10
Inspection Fee	\$ 40.00	
Sub-Totals	\$ 90.00	
Mechanical permit	\$ 40.00	0.095
Inspection Fee	0.00	
Sub-Totals	\$ 40.00	
Plumbing permit	\$ 40.00	0.095
Inspection Fee	0.00	
Sub-Totals	\$ 40.00	
Gas permit	\$ 40.00	0.095
Inspection Fee	0.00	
Sub-Totals	\$ 40.00	
Electric permit	\$ 40.00	0.095
Inspection Fee	0.00	
Sub-Totals	\$ 40.00	

Manufacture Home Park Licenses

New and Annual Renewal License Fee		
10 or fewer spaces	\$250.00	Per Year
More than 10 spaces	\$500.00	Per Year

New of Additions to Existing Parks

Original Permit	\$400.00	
Additions or Alternations to spaces	\$25.00	Per space

New Apartment and Apartment Addition Permits

		\$0.095 plus \$0.005 for Weatherization=
Building permit per unit	\$ 130.00	\$0.10
Mechanical permit	\$ 100.00	0.095
Plumbing permit	\$ 100.00	0.095
Gas permit	\$ 100.00	0.095
Electric permit	\$ 100.00	0.095
Site Plan review	\$ 200.00	Planning Department
Building Plan Review	\$ 200.00	Inspections Department

Apartment Renovations Permits

Building permit per unit	\$ 130.00	\$0.095 plus \$0.005 for Weatherization= \$0.00
Mechanical permit per unit	\$ 100.00	\$0.00
Plumbing permit per unit	\$ 100.00	\$0.00
Gas permit per unit	\$ 100.00	\$0.00
Electric permit per unit	\$ 100.00	\$0.00
Building Plan Review	\$ 200.00	Inspections Department

New Commercial and Commercial Additions Permits

Building permit	\$ 125.00	\$0.080 plus \$0.005 for Weatherization= \$0.085
Inspection Fee	\$ 40.00	
Mechanical permit	\$ 80.00	0.080
Plumbing permit	\$ 80.00	0.080
Gas permit	\$ 80.00	0.080
Electric permit	\$ 80.00	0.080
Site Plan review	\$ 200.00	Planning Department
Building Plan Review	\$ 200.00	Inspections Department

Commercial Shell Permits

Building permit	\$ 50.00	\$0.03 plus \$0.005 for Weatherization= \$0.035
Inspection Fee	\$ 40.00	
Mechanical permit	\$ 35.00	0.030
Plumbing permit	\$ 70.00	0.030
Gas permit	\$ 35.00	0.030
Electric permit	\$ 35.00	0.030
Site Plan review	\$ 200.00	Planning Department
Building Plan Review	\$ 80.00	Inspections Department

Commercial Finish Out and Remodel Permits

Building permit per unit	\$ 75.00	\$0.045 plus \$0.005 for Weatherization= \$0.05
Inspection Fee	\$ 40.00	
Mechanical permit	\$ 50.00	0.045
Plumbing permit	\$ 50.00	0.045
Gas permit	\$ 50.00	0.045
Electric permit	\$ 50.00	0.045
Building Plan Review	\$ 120.00	Inspections Department
Remodel automatic sprinkler system	\$ 75.00	Only if over 200 heads

Miscellaneous Permits

Site Plan-Planning Dept.	\$ 200.00	Commercial Only
Demolition permit	\$ 25.00	
Moving permit- Local	\$ 65.00	Plus Escort Fee
town	\$ 130.00	Plus Escort Fee
Escort Fee	\$ 35.00	
Tent	\$ 35.00	Revivals, etc. Need site plan
Inground Pool permit	\$ 100.00	Plus one-time electrical, plumbing, etc inspection fees
Above Ground Pool permit	\$ 50.00	Plus one-time electrical, plumbing, etc inspection fees
Driveway permit	\$ 35.00	No charge if associated with commercial sit plan approval
New Sign and Sign Resurface Permits		1.6/SF
Banner Sign	\$ 25.00	Approved banner signs shall be displayed for a maximum of 90 days per calendar year. Non-profit, faith-based, governmental, and service clubs are exempt from paying the fee.
Temporary Use Directional Sign (TUD)	\$25 for the first sign and \$5 for every other sign there after	Only allowed to be displayed from Noon to 5 pm on Sundays. Can be displayed in the ROW as an off site sign. See sign ordinance for additional requirements.
TUD redemption fee	\$ 25.00	To retrieve sign if its picked up after the weekend.
Accessory Structure<400SF	\$ 35.00	
Accessory Structure equal to or greater than 400 SF	\$ 40.00	
Fence-Residential	\$ 35.00	
Fence- Commercial	\$ 35.00	
Re-inspection fee	\$ 50.00	Per inspection (building inspections)
Inspections after normal hrs.	\$ 100.00	Per hour (building inspections)

"T" Pole	\$ 40.00	
Meter Loop	\$ 40.00	
HVAC Change out	\$ 40.00	
HVAC Electric Hook-up	\$ 40.00	
Sprinkler System	\$ 40.00	
Porch addition	\$ 40.00	Covered and uncovered
Work without a permit- first offense		Double the permit fee
Work without a permit- second offense		Triple the permit fee and filed on in Municipal Court
Residential Certificate of Occupancy Inspection	\$ 40.00	Inspection is performed if the residence was vacant for 6 months or more
Commercial Certificate of Occupancy Inspection	\$ 40.00	Inspection is performed if the structure's water account is switched from one business/tenant to another. Included zoning verification, among other items.
Foundation Leveling and Repair permit	\$ 40.00	\$0.095
Residential Yard Line Repair permit- water	\$ 40.00	
Residential Yard Line Repair permit- Gas	\$ 40.00	
Residential Yard Line Repair- Sewer	\$ 40.00	
License Agreement	\$ 350.00	
Mobile Home Park Licenses	\$ 200.00	Equal to or less than 10 spaces (annual fees)
Mobile Home Park Licenses	\$ 500.00	Greater than 10 spaces (annual)
Mobile Home Parks	\$ 400.00	Original permit application
Mobile Home Parks	\$ 25.00	Per space for additions or alternations to spaces.

B. Subdivision Fees

Concept Plans	\$ -	\$ -
Admin. Approval Plat	\$ 350.00	\$ 25.00
Amended Plat	\$ 350.00	\$ -
Final Plat	\$ 300.00	\$ 30.00
Preliminary Plat	\$ 550.00	\$ 35.00
Re-subdivision Plat	\$ 330.00	\$ 25.00
Variance	\$ 150.00	\$ -
Plat Filing Fee	\$ 140.00	\$ -

* Applicable Fees in Enterprise and Empowerment Zones are charged at 50% of the posted rates.
***Fees are non-refundable once the case has been processed.

C. Impact Fees (For projects platted between 1/10/02 and 4/24/06)

Simple	5/8" x 3/4"	1,000	\$823	\$272	\$1,105
Simple	3/4"	1,500	\$1,384	\$409	\$1,793
Simple	1"	2,500	\$2,307	\$681	\$2,989
Simple	1-1/2"	5,000	\$4,615	\$1,362	\$5,977
Simple	2"	8,000	\$7,384	\$2,179	\$9,563
Compound	2"	8,000	\$7,384	\$2,179	\$9,563
Turbine	2"	10,000	\$9,230	\$2,724	\$11,954
Compound	3"	16,000	\$14,768	\$4,359	\$19,127
Turbine	3"	24,000	\$22,151	\$6,538	\$28,690
Compound	4"	25,000	\$23,074	\$6,811	\$29,885
Turbine	4"	42,000	\$38,785	\$11,442	\$50,227
Compound	6"	50,000	\$46,149	\$13,622	\$59,770
Turbine	6"	92,000	\$84,914	\$25,064	\$109,977
Compound	8"	80,000	\$73,838	\$21,795	\$95,633
Turbine	8"	160,000	\$147,676	\$43,589	\$191,265
Compound	10"	115,000	\$106,142	\$31,330	\$137,472
Turbine	10"	250,000	\$230,744	\$68,106	\$298,852
Compound	12"	330,000	\$304,582	\$89,903	\$394,484

* Applicable Fees in Enterprise and Empowerment Zones are charged at 50% of the posted rates.
All fees required in connection with the subdivision ordinance as set forth herein shall be payable at the time of the initial review, in the case of an initial review, or

Impact Fees (For projects platted after 4/24/06)

Simple	5/8" x 3/4"	1,000	\$943	\$531	\$1,474
Simple	3/4"	1,500	\$1,415	\$796	\$2,211
Simple	1"	2,500	\$2,359	\$1,327	\$3,686
Simple	1-1/2"	5,000	\$4,717	\$2,654	\$7,371
Simple	2"	8,000	\$7,548	\$4,246	\$11,794
Compound	2"	8,000	\$7,548	\$4,246	\$11,794
Turbine	2"	10,000	\$9,435	\$5,308	\$14,743
Compound	3"	16,000	\$15,096	\$8,493	\$23,589
Turbine	3"	24,000	\$22,644	\$12,739	\$35,383
Compound	4"	25,000	\$23,587	\$13,270	\$36,857
Turbine	4"	42,000	\$39,627	\$22,294	\$61,921
Compound	6"	50,000	\$47,175	\$26,540	\$73,715
Turbine	6"	92,000	\$86,801	\$48,834	\$135,635
Compound	8"	80,000	\$75,479	\$42,464	\$117,943
Turbine	8"	160,000	\$150,958	\$84,928	\$235,886
Compound	10"	115,000	\$108,501	\$61,042	\$169,543
Turbine	10"	250,000	\$235,873	\$132,700	\$368,573
Compound	12"	330,000	\$311,352	\$175,164	\$486,516

* Applicable Fees in Enterprise and Empowerment Zones are charged at 50% of the posted rates.
All fees required in connection with the subdivision ordinance as set forth herein shall be payable at the time of the initial review, in the case of an initial review, or at the time each plat is filed.

D. Roadway Impact Fees

Roadway LUE Equivalencies for various land uses

Single Family Residential	Dwelling Unit	1.00	\$ 480.32
Multi-Family Residential	Dwelling Unit	0.61	\$ 293.00
Retail/Commercial	1000 Sq. Ft.	1.73	\$ 830.95
Industrial	1000 Sq. Ft.	1.01	\$ 485.12
Prison	1000 Sq. Ft.	2.40	\$ 1,152.77
Schools	Per/Student	0.09	\$ 43.23

* Applicable Fees in Enterprise and Empowerment Zones are charged at 50% of the posted rates.

E. Sign Permits

Face Area		
0 to (20) square feet		\$1.60 sq. ft.
> twenty (20) square feet but < sixty-one (61) square feet.		\$1.60 sq.ft.
> sixty-one (61) square feet.		\$1.60 sq.ft.
Banner Sign (per sign) (inspection fee does not apply)		\$25.00
Reface a sign (inspection fee does not apply)		\$1.60 sq.ft.
Temporary Use Directional Sign (TUD)		\$25
TUD sign redemption fee		\$25 per sign

(fee per calendar year per real estate agency, plus \$5 for each additional sign)

Sign Permit Fee Calculation = base fee + inspection fee (\$35.00)
Banner sign just the base fee (\$25 or \$35 respectively)

F. Right-of-way License

Original License	\$ 350.00
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G. Lien Fees

Filing of Lien	Per current Williamson County rate
Release of Lien	Per current Williamson County rate

II. Public Safety

A. Fire

Fire Department Fees

Annual Safety Inspection - Commercial Buildings	\$ -
Re-inspection Fee - After Second Inspection	\$ 50.00
Re-inspections of Annual Safety Inspection, Fire Final and Fire Protections System Tests	\$ 100.00
Fire Reports	\$ 3.00
Controlled Burn (in city limits)	\$ 20.00

To be paid in advance by licensed party who holds permit.

Inspections/Tests

Hospital	\$ 100.00
Day Care Centers (providing care for less than 10)	\$ 25.00
Day Care Centers (providing care for 11 or more)	\$ 50.00
Nursing Homes	\$ 100.00
Home Foster/Adoption	\$ 15.00
Assisted Living Institutions	\$ 50.00
Tank and pipe installation for fuel distribution	\$ 150.00
LP Tank Storage Installation	\$ 150.00
Hydrant flow test	\$ 100.00
Kitchen Vent Hood suppression system	\$ 50.00
Alternative fire suppression systems (spray booths, Dry/Wet Chem, Etc.)	\$ 75.00

To be paid in advance by licensed party who holds permit.

Plan Review Fees		
Site and Subdivision plans	\$ 100.00	
Building Plans - new shell buildings	\$ 100.00	+ 0.04 per sq ft of interior build out
Building plan - new tenant space	\$ 100.00	+ 0.04 per sq ft
Building plan - remodel of existing tenant space	\$ 75.00	
Automatic Sprinkler Systems (New):		
Less than 6000 sq ft	\$ 75.00	
6001-12,000 sq ft	\$ 100.00	
Greater than 12,000 sq ft (max fee \$600.00)	\$ 200.00	+0.01 per sq ft over 12,000 sq ft
Automatic Sprinkler Systems remodel over 20 heads	\$ 75.00	
Standpipe Systems	\$ 75.00	
Fire Alarm Systems	\$ 75.00	200 or fewer devices
	\$ 150.00	+0.50 per device over 200 devices

To be paid in advance by licensed party who holds permit.

* These fees are assessed against the insurance companies of those individuals requesting EMS service at which the Fire Department responded.

Apparatus		
Class A Pumper	\$ 450.00	per truck, per hour
Aerial Apparatus	\$ 600.00	per truck, per hour
Tanker Apparatus	\$ 350.00	per truck, per hour
Brush Truck	\$ 325.00	per truck, per hour
Heavy Rescue Truck (staffed with 2 personnel)	\$ 500.00	per truck, per hour
Command Unit	\$ 150.00	per hour
Chief Vehicle	\$ 150.00	per hour
Rehab (staffed with 1 personnel)	\$ 75.00	per hour
Medical Response Vehicle (staffed with 2 personnel)	\$ 150.00	per truck, per hour

Personnel		
Firefighter	\$ 35.00	per hour
Haz-Mat Tech	\$ 40.00	per hour
Haz-Mat Operation	\$ 35.00	per hour
Haz-Mat Awareness	\$ 25.00	per hour
Fire Inspectors	\$ 35.00	per hour
Fire Investigators	\$ 75.00	per hour
Swift Water Team	\$ 200.00	per hour
Incident Commander	\$ 75.00	per hour

Haz-Mat		
Absorbent	\$ 17.00	per bag
Drum Liners	\$ 8.00	each
Lite-Dri	\$ 20.00	per 50lb bag
Top-Sol	\$ 30.00	per bag
Barricade Tape	\$ 20.00	per roll
Poly Sheeting	\$ 50.00	per roll
Plug and Patch Kit	\$ 30.00	each
Disposable Coveralls	\$ 20.00	each
Latex Gloves	\$ 5.00	pair
Disposable Goggles	\$ 10.00	pair
Broom	\$ 20.00	each
Shovel	\$ 50.00	each

Protective Equipment Replacement		
Helmet	\$ 275.00	each
Nomex Hood	\$ 25.00	each
Bunker Coat	\$ 800.00	each
Bunker Pants	\$ 800.00	each
FF Boots	\$ 275.00	pair
FF Gloves	\$ 65.00	pair

Firefighting Agents		
AFFF Foam	\$ 22.00	per gallon
Class A Foam	\$ 17.00	per gallon
Light Water	\$ 20.00	per gallon
Super-All	\$ 20.00	per gallon
Micro-Blaze	\$ 30.00	per gallon

Emergency Medical Service		
Flat Rate	\$ 300.00	per incident
Biohazard	\$ 10.00	per incident
AED (use of FD Automatic External Defibrillator)	\$ 200.00	each use
AED Pads	\$ 25.00	each use
Dispatch Fee	\$ 80.00	per incident
CPR	\$ 150.00	each patient
Spinal Immobilization	\$ 200.00	each patient

Firefighting Equipment Replacement		
Hose 1.0"	\$ 75.00	each 50'
Hose 1.75"	\$ 115.00	each 50'
Hose 2.5"	\$ 145.00	each 50'
Hose 3.0"	\$ 225.00	each 50'
Hose 5.0"	\$ 685.00	each 100'
Hose 1.0" booster	\$ 125.00	each 50'
SCBA Air Mask	\$ 240.00	each
SCBA Air Mask complete	\$ 2,300.00	each
SCBA Spare Cylinders	\$ 570.00	each
12' Roof Ladder	\$ 275.00	each
14' Roof Ladder	\$ 335.00	each
24' Extension Ladder	\$ 525.00	each
35' Extension Ladder	\$ 925.00	each
A-Frame Combo Ladder	\$ 414.00	each
PASS Alarm	\$ 200.00	each
Motorola Portable Radio VHF	\$ 1,000.00	each
Motorola Portable Radio 800 MHz	\$ 3,500.00	each
Fog Nozzle 1.5-1.75"	\$ 825.00	each
Fog Nozzle 1.0"	\$ 510.00	each
Fog Nozzle 2.5"	\$ 680.00	each
Fog Nozzle 2.5" Play pipe	\$ 1,095.00	each
Fog Nozzle 2.5" Master	\$ 825.00	each
Stacked Tips w/Shaper	\$ 596.00	each
Deluge Monitor w/o pie & tips	\$ 2,080.00	each
Foam Aerator Tube	\$ 396.00	each
8' Attic Folding Ladder	\$ 230.00	each
10' Attic Folding Ladder	\$ 255.00	each

Note: This list is not all-inclusive of equipment that may be damaged or contaminated during the course of a response effort. Additional equipment that is not herein listed may be charged at actual replacement costs.

Rescue Equipment Used		
Rescue Tools: Spreaders, Cutters, Rams	\$ 300.00	per hour
Porta Power	\$ 85.00	per hour
Ajax Cutting Tool	\$ 35.00	per hour
Acetylene Cutting Kit	\$ 185.00	per hour
Milwaukee Saws-All	\$ 65.00	per hour
Air Impact Tools	\$ 85.00	per hour
Oxygen with Mask	\$ 90.00	per hour
Air Bags	\$ 275.00	per hour

Fire Equipment Used		
Cellular Phone w/long dist. Chg.	\$ 25.00	
Scene Lights	\$ 32.00	per hour
Hand Lights	\$ 15.00	each
Water Extinguisher	\$ 15.00	each
ABC Extinguisher	\$ 45.00	each
CO2 Extinguisher	\$ 45.00	each
Purple K Extinguisher	\$ 75.00	each
Chain Saw	\$ 40.00	per hour
Rescue (K-12) Saw	\$ 40.00	per hour
Generator	\$ 45.00	per hour
PPV Fans	\$ 50.00	per hour
Halligan Tool	\$ 12.00	per hour
Axe(s)	\$ 12.00	per hour
Bolt Cutters (HD)	\$ 12.00	per hour
Salvage Covers	\$ 25.00	each
Hall Runner	\$ 15.00	each
Rolls of Plastic	\$ 30.00	each
Gas Plug/Gasoline Plug Kit	\$ 45.00	
Explosive Meter	\$ 180.00	
Barricade/Scene Tape	\$ 20.00	
Tank, Portable/Fold-a-Tank	\$ 150.00	
K-Tool	\$ 20.00	
Windshield Tool	\$ 10.00	

* These fees are assessed against the insurance companies of those individuals requesting EMS service at which the Fire Department responded.

Fines for Negligent or Irresponsible Actions

- 1 A fine shall be charged for negligent, irresponsible, or otherwise unacceptable and malicious acts.
- 2 The Fire Department may file charges in Municipal Court by the Taylor Fire Department, and a fine may be accessed.
Any such fine shall be in addition to any fees charged.
- 3 Fines for such acts shall be assessed as follows:
Misadventure and/or Deliberate Risk taking. (each incident) - \$200.00 minimum plus Municipal Court Costs, if any.
Failure to respond to Lawful Warning or Order. (each occurrence) - \$200.00 minimum plus Municipal Court Costs, if any.
Injury to Fire Personnel due to deliberate act. (each injury) - Any and All medical costs incurred by the employee, rehabilitation costs, loss of income, and any further compensation that may be necessary.
Damage to Fire Apparatus, Equipment or Property due to a deliberate act. (each item) - the replacement cost of the individual item. (see list)
- 4 Unauthorized Control Burn Fee - Any burning that violates the city ordinance or state law not allowing burning thirty minutes before dawn or thirty minutes after dusk. (each incident) - \$150.00 plus Municipal Court Costs, if any.

B. Police

	Fee	
Fingerprinting Service-	\$ 10.00	per set
Accident Reports	\$ 6.00	per report
Police Reports	\$ 0.25	per page
Security Fee for Off Duty Police Officers- (3 hours/officer minimum)	\$ 38.00	per hour
Hourly rate for police unit (vehicle)	\$ 50.00	per hour
Alarm Panel Monitoring Subscription	\$ 24.00	per month
Parade Permit	\$ 25.00	
Dispatching fee for other jurisdictions-	By Contract	As negotiated by City Manager and approved by City Council.

C. Animal Control

Dog Registration/Pound Fees

	Fee	
Dog Registration-Altered* (proof is required)	\$ 5.00	per tag
Dog Registration-Unaltered*	\$ 15.00	per tag
Return charge for loose animals that are picked up	\$ 35.00	per occurrence
Return charge for loose animals that are picked up (2nd occurrence per annum)	\$ 55.00	
Return charge for loose animals that are picked up (3rd occurrence per annum)	\$ 75.00	
Return charge for loose livestock that are picked up	\$ 65.00	per occurrence
Boarding of animals	\$ 15.00	per day
Rabies vaccination	\$ 25.00	per year
Pick-up deceased animal - on call	\$ 35.00	per occurrence
Pick-up live animal - on call	\$ 20.00	per occurrence
Fee for dropping off animal	\$ 35.00	per occurrence
Litter (under 10 weeks of age) drop off	\$ 80.00	
Adoption Fee	\$ 80.00	
Adopting a Dispatching fee to other jurisdictions	No contract at this time	

* If done by veterinarian, the veterinarian retains \$1.50 of the fee and remits remainder to the City.

All veterinarian costs incurred are passed on to the owner.

Rabies quarantine fee is 10 days boarding, plus pickup fee, plus registration fee.

III. Public Works

Solid Waste Collection

A. Residential Customers- collected by City on monthly utility bill

Pick up once per week

Fee				
Equipment/Service	Base Fee/Mo	Franchise Fee/Mo	Sales Tax (8.25%)	Total Fee /Month
Single 96 gallon cart	\$ 11.05	\$ 1.11	\$ 0.91	\$ 13.07
Single 65 gallon cart	\$ 9.52	\$ 0.95	\$ 0.79	\$ 11.26
Each Additional cart	\$ 3.60	\$ 0.36	\$ 0.30	\$ 4.26

B. One time collection of bulky wastes on call

Equipment/Service	Base Fee/Mo	Franchise Fee/Mo	Total Fee /Month
2 cu. Yards	\$60.72	\$3.65	\$60.72
3 cu. Yards	\$60.72	\$3.65	\$60.72
4 cu. Yards	\$60.72	\$3.65	\$60.72
6 cu. Yards	\$60.72	\$3.65	\$60.72
8 cu. Yards	\$60.72	\$3.65	\$60.72
10 cu. Yards	\$60.72	\$3.65	\$60.72

C. Commercial Customers- Monthly price includes 8.25% sales tax and 10% franchise fee.

Equipment/Service	Equipment/Service	Base Fee/Mo	Franchise Fee (10%)	Sales Tax (8.25%)	Total Fee /Month	Adon. Pickup
96 Gallon Cart	One X per week pick up	\$ 17.37	\$ 1.74	\$ 1.43	\$ 20.54	\$ 25.00
2 cu. Yards	One X per week pick up	\$ 48.11	\$ 4.81	\$ 3.97	\$ 56.89	\$ 25.00
3 cu. Yards	One X per week pick up	\$ 62.97	\$ 6.30	\$ 5.20	\$ 74.46	\$ 35.00
4 cu. Yards	One X per week pick up	\$ 79.66	\$ 7.97	\$ 6.57	\$ 94.20	\$ 45.00
6 cu. Yards	One X per week pick up	\$ 99.57	\$ 9.96	\$ 8.21	\$ 117.74	\$ 55.00
8 cu. Yards	One X per week pick up	\$ 121.14	\$ 12.11	\$ 9.99	\$ 143.25	\$ 65.00
10 cu. Yards	One X per week pick up	\$ 147.67	\$ 14.77	\$ 12.18	\$ 174.62	\$ 75.00

96 Gallon Cart	Two Xs per week pick up	\$ 24.88	\$ 2.49	\$ 2.05	\$ 29.42	\$ 25.00
2 cu. Yards	Two Xs per week pick up	\$ 79.66	\$ 7.97	\$ 6.57	\$ 94.20	\$ 25.00
3 cu. Yards	Two Xs per week pick up	\$ 109.53	\$ 10.95	\$ 9.04	\$ 129.52	\$ 35.00
4 cu. Yards	Two Xs per week pick up	\$ 139.38	\$ 13.94	\$ 11.50	\$ 164.82	\$ 45.00
6 cu. Yards	Two Xs per week pick up	\$ 164.34	\$ 16.43	\$ 13.56	\$ 194.33	\$ 55.00
8 cu. Yards	Two Xs per week pick up	\$ 200.78	\$ 20.08	\$ 16.56	\$ 237.42	\$ 65.00
10 cu. Yards	Two Xs per week pick up	\$ 232.33	\$ 23.23	\$ 19.17	\$ 274.73	\$ 75.00

96 Gallon Cart	Three X s per week pick up	\$ 30.32	\$ 3.03	\$ 2.50	\$ 35.85	\$ 25.00
2 cu. Yards	Three X s per week pick up	\$ 98.59	\$ 9.86	\$ 8.13	\$ 116.58	\$ 25.00
3 cu. Yards	Three X s per week pick up	\$ 155.98	\$ 15.60	\$ 12.87	\$ 184.45	\$ 35.00
4 cu. Yards	Three X s per week pick up	\$ 201.66	\$ 20.17	\$ 16.64	\$ 238.46	\$ 45.00
6 cu. Yards	Three X s per week pick up	\$ 243.93	\$ 24.39	\$ 20.12	\$ 288.45	\$ 55.00
8 cu. Yards	Three X s per week pick up	\$ 282.09	\$ 28.21	\$ 23.27	\$ 333.57	\$ 65.00
10 cu. Yards	Three X s per week pick up	\$ 321.92	\$ 32.19	\$ 26.56	\$ 380.67	\$ 75.00

Equipment/Service	Equipment/Service	Base Fee/Mo	Franchise Fee (10%)	Sales Tax (8.25%)	Total Fee /Month	Adon. Pickup
96 Gallon Cart	Four X s per week pick up	\$ 37.91	\$ 3.79	\$ 3.13	\$ 44.83	\$ 25.00

3 cu. Yards	Four X s per week pick up	\$ 183.62	\$ 18.35	\$ 15.14	\$ 217.01	\$ 35.00
4 cu. Yards	Four X s per week pick up	\$ 242.66	\$ 24.27	\$ 20.02	\$ 286.95	\$ 45.00
6 cu. Yards	Four X s per week pick up	\$ 274.52	\$ 27.45	\$ 22.65	\$ 324.62	\$ 55.00
8 cu. Yards	Four X s per week pick up	\$ 347.32	\$ 34.73	\$ 28.65	\$ 410.71	\$ 65.00
10 cu. Yards	Four X s per week pick up	\$ 416.49	\$ 41.65	\$ 34.36	\$ 492.50	\$ 75.00

96 Gallon Cart	Five X s per week pick up	\$ 46.99	\$ 4.70	\$ 3.88	\$ 55.57	\$ 25.00
3 cu. Yards	Five X s per week pick up	\$ 227.51	\$ 22.75	\$ 18.77	\$ 269.03	\$ 35.00
4 cu. Yards	Five X s per week pick up	\$ 315.16	\$ 31.52	\$ 26.00	\$ 372.68	\$ 45.00
6 cu. Yards	Five X s per week pick up	\$ 335.19	\$ 33.52	\$ 27.65	\$ 396.36	\$ 55.00
8 cu. Yards	Five X s per week pick up	\$ 438.31	\$ 43.83	\$ 36.16	\$ 518.30	\$ 65.00
10 cu. Yards	Five X s per week pick up	\$ 549.26	\$ 54.93	\$ 45.31	\$ 649.50	\$ 75.00

Delivery Charge:

20 yd Roll-off	Per Delivery	\$ 115.98	\$ 11.60	\$ 9.57	\$ 137.15
30 yd Roll-off	Per Delivery	\$ 115.98	\$ 11.60	\$ 9.57	\$ 137.15
40 yd Roll-off	Per Delivery	\$ 115.98	\$ 11.60	\$ 9.57	\$ 137.15

Daily Rental:

20 yd Roll-off	Per Day	\$ 1.79	\$ 0.18	\$ 0.15	\$ 2.12
30 yd Roll-off	Per Day	\$ 1.79	\$ 0.18	\$ 0.15	\$ 2.12
40 yd Roll-off	Per Day	\$ 1.79	\$ 0.18	\$ 0.15	\$ 2.12

Cost per Haul:

20 yd Roll-off	Per Haul	\$ 356.85	\$ 35.69	\$ 29.44	\$ 421.98
30 yd Roll-off	Per Haul	\$ 428.22	\$ 42.82	\$ 35.33	\$ 506.37
40 yd Roll-off	Per Haul	\$ 499.59	\$ 49.96	\$ 41.22	\$ 590.77

D. Industrial Solid Waste Collection Services- collected by service provider

Total monthly bill of industrial customer x	
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E. Charges for Spring and Fall Clean Up

Per standard pick-up truck load	\$ 10.00
Trailer (16 to 18 Foot.)	\$ 20.00

F. Assessments

Lot Clean up	Actual Cost + 10% admin. Fee
Paving assessment	N/A

IV. Public Facility Rental

A. Structures		
Upper Pavilion Rental	\$ 150.00	per day +\$100 refundable deposit
Lower Pavilion Rental	\$ 130.00	per day + \$ 75 refundable deposit
B. Public Property		
Long term rental of space on public property for commercial purposes.		As Negotiated

V. Recreation Fees

A. Pool Admissions-Robinson Park	
Children (3 and under)	Free
Children (4 to 12 years old)	\$ 2.00
Adults (13 to 59 years old)	\$ 3.00
Seniors (60 and over)	\$ 2.00
Family Passes- 30 admissions	\$ 45.00
Family Passes- 60 admissions	\$ 90.00

Pool Admissions-Murphy Park	
Children (3 and under)	Free
Children (4 to 12 years old)	\$ 2.00
Adults (13 to 59 years old)	\$ 3.00
Seniors (60 and over)	\$ 2.00
Family Passes- 30 admissions	\$ 45.00
Family Passes- 60 admissions	\$ 90.00

B. Pool Rental	
Rental of pool for parties	The YMCA will pay the City the regular admission price paid for each person attending parties

C. Daycares and Day camps	
Use of pool by daycares and day camps	The YMCA will pay the City the regular admission price paid for each daycare child attending the pool

D. YMCA Members	
Use of pool by YMCA members	The YMCA will pay the City the appropriate gate fee for each member of the YMCA attending the pool

E. Swim lessons	
Swim lessons provided by the YMCA	The YMCA will pay the City \$5 for each swim lesson participant

F. Recovery Fee (ALL City Fields)		
Per Person/Per Season	\$ 5.00	All Sports Included

G. Athletic Fields: (Taylor Regional Park & Sports Complex Only)	
Rentals (per field, per day)	\$ 50.00
Deposit	\$ 250.00
Lights (per hour, per field)	\$ 20.00
Field Attendant (per attendant, per hour)	\$ 17.00

Include concession, if applicable

Minimum of 2 attendant

H. Concession Stand:(Taylor Regional Park & Sport Complex)	
Deposit	\$ 250.00
Rentals (per day, per concession stand)	\$ 50.00
Vendors Pay 15% of gross receipts.	
Vendors and Concession Rentals Pay 10% of gross receipts.	

I. General Use: (Taylor Regional Park & Sport Complex)	
Deposit	\$ 100.00
Practice: per field, per month (2per wk@ 2 hrs each)	\$ 200.00

VI. Utilities

A. Deposits for all single family, commercial, industrial, irrigation accounts per connection.

Deposits waived on additional connections to those customers that have a current City of Taylor utility account with good payment history during the last five years.

5/8" x 3/4"	< 10,000 gallons per month *	\$ 100.00
3/4"	< 10,000 gallons per month *	\$ 120.00
1"	< 10,000 gallons per month *	\$ 130.00
1-1/2"	< 15,000 gallons per month *	\$ 175.00
2"	< 15,000 gallons per month *	\$ 225.00
3"	< 15,000 gallons per month *	\$ 275.00
4"	< 25,000 gallons per month *	\$ 425.00
6"	< 25,000 gallons per month *	\$ 625.00
8"	< 50,000 gallons per month *	\$ 1,025.00
10"	< 75,000 gallons per month *	\$ 1,525.00
12"	< 150,000 gallons per month *	\$ 2,525.00

If average monthly consumption is found to be in excess of minimum, customer may be assessed additional deposit as determined by City

Deposits for all multi- family dwelling accounts per connection.

Deposits waived on additional connections to those customers that have a current City of Taylor utility account with good payment history during the last five years

5/8" x 3/4"	$\$100 + (((\# \text{ units} - 1) \times 0.7) \times \$100)$	< 10,000 gallons per month	Calculated
3/4"	$\$120 + (((\# \text{ units} - 1) \times 0.7) \times \$100)$	< 10,000 gallons per month	Calculated
1"	$\$130 + (((\# \text{ units} - 1) \times 0.7) \times \$100)$	< 10,000 gallons per month	Calculated
1-1/2"	$\$175 + (((\# \text{ units} - 1) \times 0.7) \times \$100)$	< 15,000 gallons per month	Calculated
2"	$\$225 + (((\# \text{ units} - 1) \times 0.7) \times \$100)$	< 15,000 gallons per month	Calculated
3"	$\$275 + (((\# \text{ units} - 1) \times 0.7) \times \$100)$	< 15,000 gallons per month	Calculated
4"	$\$425 + (((\# \text{ units} - 1) \times 0.7) \times \$100)$	< 25,000 gallons per month	Calculated

If average monthly consumption is found to be in excess of minimum, customer may be assessed additional deposit as determined by City

B. Tap Fees

Water Taps

1"	\$1,048.00
1.5"	\$1,480.00
2"	\$1,668.00

Sewer Taps

2"	\$800.00
4"	\$929.00
6"	\$993.00

C. Backflow Prevention

Sprinkler System Permit and Inspection

Initial Permit	\$ 25.00

D. Water Rates

Rates for all single family, commercial, industrial and irrigation accounts per connection.

5/8" x 3/4"	First 2,000 gallons consumed in billing period	\$ 22.31
1"	First 2,000 gallons consumed in billing period *	\$ 25.39
1"	First 2,000 gallons consumed in billing period	\$ 30.72
1-1/2"	First 2,000 gallons consumed in billing period	\$ 51.55
2"	First 2,000 gallons consumed in billing period	\$ 76.66
3"	First 2,000 gallons consumed in billing period	\$ 135.27
4"	First 2,000 gallons consumed in billing period	\$ 218.99
6"	First 2,000 gallons consumed in billing period	\$ 428.09

* Total Charge includes monthly minimum plus \$4.55 per 1,000 gallons in excess of 2,000 gallon minimum per billing period.

Rates for all multi- family dwelling accounts per connection.

5/8" x 3/4"	First 2,000 gallons consumed in billing period	\$ 22.31	\$8.79 for each LUE
1"	First 2,000 gallons consumed in billing period	\$ 30.72	\$8.79 for each LUE
1-1/2"	First 2,000 gallons consumed in billing period	\$ 51.55	\$8.79 for each LUE
2"	First 2,000 gallons consumed in billing period	\$ 76.66	\$8.79 for each LUE
3"	First 2,000 gallons consumed in billing period	\$ 135.27	\$8.79 for each LUE
4"	First 2,000 gallons consumed in billing period	\$ 218.99	\$8.79 for each LUE
6"	First 2,000 gallons consumed in billing period	\$ 428.09	\$8.79 for each LUE

Total monthly charge includes monthly minimum plus \$4.55 per 1,000 gallons in excess of 2,000 gallon minimum per billing period plus \$8.79 LUE charge per unit minus 1

Unmetered Fire Protection Systems per connection.

2"	\$ 8.00	
6"	\$ 20.00	
8"	\$ 30.00	

Bulk Water Rate \$5.00 per 1,000 gallons

E. Sewer Rates

Rates for all Single Family Dwelling accounts per connection.

5/8" x 3/4"	First 2,000 gallons consumed in billing period	\$ 14.91
1"	First 2,000 gallons consumed in billing period	\$ 14.91
1-1/2"	First 2,000 gallons consumed in billing period	\$ 14.91
2"	First 2,000 gallons consumed in billing period	\$ 14.91
3"	First 2,000 gallons consumed in billing period	\$ 14.91
4"	First 2,000 gallons consumed in billing period	\$ 14.91
6"	First 2,000 gallons consumed in billing period	\$ 14.91

Total "charge" includes monthly minimum plus \$ 4.83 per 1,000 gallons in excess of 2,000 gallon minimum. Excess usage (above the 2,000 gallon minimum) is based on three consecutive months average water billing during low use period (December, January and February).

Rates for all multi- family dwelling, commercial and industrial accounts per connection.

5/8" x 3/4"	First 2,000 gallons consumed in billing period	\$ 14.91
1"	First 2,000 gallons consumed in billing period	\$ 14.91
1-1/2"	First 2,000 gallons consumed in billing period	\$ 14.91
2"	First 2,000 gallons consumed in billing period	\$ 14.91
3"	First 2,000 gallons consumed in billing period	\$ 14.91
4"	First 2,000 gallons consumed in billing period	\$ 14.91
6"	First 2,000 gallons consumed in billing period	\$ 14.91

* Total monthly charge includes monthly minimum plus \$4.83 per 1,000 gallons in excess of 2,000 gallon minimum per billing period.

F. Additional Utility Service Fees

Connect Fees	\$ 25.00
Administrative/Processing Fee	\$ 25.00
Return Check Fees	\$ 30.00
Reread Fees	\$ 20.00
Transfer Fee	\$ 20.00
Meter Fees (5/8" meter only - all others at actual cost)	\$ 200.00
Fire Hydrant Meter-Deposit	\$ 300.00
Fire Hydrant Meter-Base Fee (no consumption included)	\$ 100.00
Return Trip Fee	\$ 20.00
Lock Fee	\$ 25.00
Plugged/Pulled Meter Fee	\$ 75.00
Meter Flow Test-In-House	\$ 25.00
3rd Party Meter Flow Test-Residential	\$ 95.00
3rd Party Meter Flow Test-Commercial	\$ 175.00

VII. Airport

A. Hangar and Tie Down Rental

Hangar A	10	\$ 181	
Hangar B	5	\$ 120	
Hangar C	12	\$ 253	
Hangar D	12	\$ 253	
Hangar E	8	\$ 253	
	2	\$ 306	
	2	\$ 340	
Tie Down	27	\$ 35	
Over Night Tie Down	8	\$ 5	Per night if no fuel is purchased
Late Payment Fee if not paid by due date		10%	

B. Airport Property

Long term rental of hangar space in main hangar.	as negotiated
Long term rental of living quarters at airport.	as negotiated

C. Fuel Sales

Av Gas	as determined by City Manager
Jet A	as determined by City Manager

VIII. Cemetery

A. Grave Digging Fees

Normal	Week days 8 a.m. to 4 p.m.	\$ 600.00
	After 3:30 p.m. weekdays and Holidays/weekends	\$ 700.00
Infant or Ashes	Week days 8 a.m. to 4 p.m.	\$ 400.00
	After 3:30 p.m. weekdays and Holidays/weekends	\$ 500.00
Oversize	Week days 8 a.m. to 4 p.m.	\$ 700.00
	After 3:30 p.m. weekdays and Holidays/weekends	\$ 800.00
Dis-interment	Week days 8 a.m. to 4 p.m.	\$ 850.00
	After 3:30 p.m. weekdays and Holidays/weekends	\$ 1,100.00

B. Sale of Cemetery Lots

one payment in full	\$ 700.00		
one year	3%	\$700+int	12 equal payments @ \$59.15 \$ 709.80
two years	4%	\$700+int	24 equal payments @ \$30.29 \$ 726.96
three years	5%	\$700+int	36 equal payments @ \$20.87 \$ 751.32
four years	6%	\$700+int	48 equal payments @ \$16.31 \$ 782.88

*A \$25.00 fee is added to each sale for filing of deed.

Sale of Cemetery Lots(Infant/Child or Ashes)	
one payment in full	\$ 350.00

*A \$25.00 fee is added to each sale for filing of deed.

C. Other	
Location and marking of grave stone	\$ 20.00
Transfer of lots/spaces by grantee	\$ 30.00

- * Must be less than 5 feet long, two feet tall , 8 inches thick on a base 7 feet long
If in excess of these measurements, price set by City Manager.

IX. Miscellaneous Fees and Permits

A. Taxicab	
Vehicle permit fee	\$ 150.00 Per vehicle
Taxicab Driver's Permit	\$ 25.00 Per year
Horse drawn Carriage Permit	\$25.00 6 mos

B. Street Closures	
Special Event (Non-Parade Non- Filming)	\$ 75.00
Parade	\$ 75.00
Filming	\$ 250.00

+ min. of one Police Officer and vehicle at rates specified in ILB

C. Library Services	
Non- Resident Library Cards - Individual	\$ 10.00 per Year
Non- Resident Library Cards - Family	\$ 25.00 per Year
Replace Library Card (for 1st replacement)	\$ 1.00
All additional replacement cards	\$ 5.00
Copies - Black and White (per impression)	\$ 0.10 per impression
Copies - Color (per impression)	\$ 1.00 per impression
Fines for overdue Books (per day up to maximum cost to replace)	0.10 per day \$5.00 maximum cost
Lost or damaged book fee	Cost to replace or repair
Blank Floppy Diskette	\$ 1.00 per disc
Interlibrary Loan	Cost of return postage
Processing Fee (damage or lost books)	\$ 5.00 Non-refundable

Organizations, groups or businesses reserving the Meeting Room.	
Refundable Deposit	\$ 200.00
First two hours	\$ 50.00
After two hours for each additional hour	\$ 25.00
Use of the Meeting Room Kitchen per meeting	\$ 25.00

Should there be damages or cleaning needed, the deposit will NOT be refunded.
In addition to the deposit, charges to defray cleaning or repairs or lost of equipment will be charged to the responsible group.

D. Other	
Occ. Tax/Skill Games	\$ 15.00 per machine per year

Beer/Liquor Licenses	1/2 of State Fee	per year
Peddler's License	\$25.00	for six months

Processing Fee for Credit Card Payments made in-house or online	\$ 3.00
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***City Council Meeting
January 14, 2010
Agenda Item Transmittal***

Agenda Item #: 14

Agenda Title: Conduct Public hearing and consider approving Resolution R10-1 authorizing a Small Communities Grant Application to the Texas Parks and Wildlife Department.

Council Action to be taken: Conduct public hearing; approve, deny, table resolution

Initiating Department: Public Works and Community Development

Staff Contact: Mike Devito, Parks and Recreation Superintendent
Bob van Til, Director of Community Development

1. INTRODUCTION/PURPOSE

The purpose of this item is to conduct a public hearing and consider a resolution authorizing the City to submit an application to the TPWD for a Small Communities Grant program.

The grant funds would benefit the five acres east of Taylor Middle School where the pond is located.

2. DESCRIPTION/ JUSTIFICATION

Council member McDonald requested that staff look at applying for another grant and suggested that we add as many of the following items in the park:

- Trail,
- Trees
- Climbing boulder,
- Wetland and or wildflower gardens,
- Tree plantings,
- Drainage improvements or vegetative filter strip,
- Benches and trash cans,
- Fishing platform, and
- Educational signage.

A note about the public hearing:

The rules state that two things need to be discussed, at a minimum, during the public hearing. For us to maximize the points we must cover the items planned for the park and the benefit these items will provide the elderly.

The grant program offers a \$75,000 1:1 grant. It is a program that looks for, among other things, new and different items to be added to the park system.

Staff is planning to use the value of the land to satisfy the local match requirement. At this time, a broker's opinion is being prepared to establish a potential land value.

In addition, we have contacted several local organizations to help strengthen the application. We have contacted the TISD to help with parking (use of their land), Keep Taylor Beautiful, Garden Club, and Gallagher. They may be able to provide some funds or perform some work at the park (i.e.: add a veneer on the pump station).

There will likely be some cash outlay by the City. Staff is working to keep that amount low by providing in-kind items such as erosion control, parking lot striping, installing the vegetative filter strip, for example.

Past applications:

In the last few years the City applied for two Small Communities Grants. An application was submitted for Murphy Park in 2006, which was approved. That grant funded a playscape that we replaced, sand volleyball, and an observation deck. The City submitted another in 2009 for Robinson Park. It asked for funds to build a splash-pad and horseshoe pits. This application was not funded because the City at the time had not yet expended enough of other outstanding grant funds.

We have asked Langford and Associates to help us write the grant.

3. FINANCIAL/BUDGET

Staff anticipates that there will be some cash outlay. This will need to come from the General Fund's unallocated reserves or fund balance.

4. TIMELINE CONSIDERATIONS

The application is due to the State on January 29, 2010.

5. RECOMMENDATION

Staff recommends approving the attached resolution.

6. REFERENCE FILES

14a. Resolution R10-1

14b. Aerial/site Plan and Proposed Budget



Local Park Grant Program Resolution Authorizing Application

A resolution of the The City of Taylor, Texas as hereinafter referred to as "Applicant," designating certain officials as being responsible for, acting for, and on behalf of the Applicant in dealing with the Texas Parks & Wildlife Department, hereinafter referred to as "Department," for the purpose of participating in the Local Park Grant Program, hereinafter referred to as the "Program"; certifying that the Applicant is eligible to receive program assistance; certifying that the Applicant matching share is readily available; dedicating the proposed site for permanent (or for the term of the lease for leased property) public park and recreational uses; and certifying that the application has been submitted to the appropriate Regional Council of Governments for the Texas Review and Comment System (TRACS) review.

WHEREAS, the Applicant is fully eligible to receive assistance under the Program; and

WHEREAS, the Applicant is desirous of authorizing an official to represent and act for the Applicant in dealing with the Department concerning the Program;

BE IT RESOLVED BY THE APPLICANT:

SECTION 1: That the Applicant hereby certifies that they are eligible to receive assistance under the Program, and that notice of the application has been posted according to local public hearing requirements.

SECTION 2: That the Applicant hereby certifies that the matching share for this application is readily available at this time.

SECTION 3: That the Applicant hereby authorizes and directs its City Manager to act for the Applicant in dealing with the Department for the purposes of the Program, and that Jim D. Dunaway is hereby officially designated as the representative in this regard.

SECTION 4: The Applicant hereby specifically authorizes the official to make application to the Department concerning the site to be known as Taylor Regional Park in the City of Taylor of County of Williamson for use as a park site and is hereby dedicated (or will be dedicated upon completion of the proposed acquisition) for public park and recreation purposes in perpetuity (or for the lease term, if legal control is through a lease). Projects with federal monies may have differing requirements.

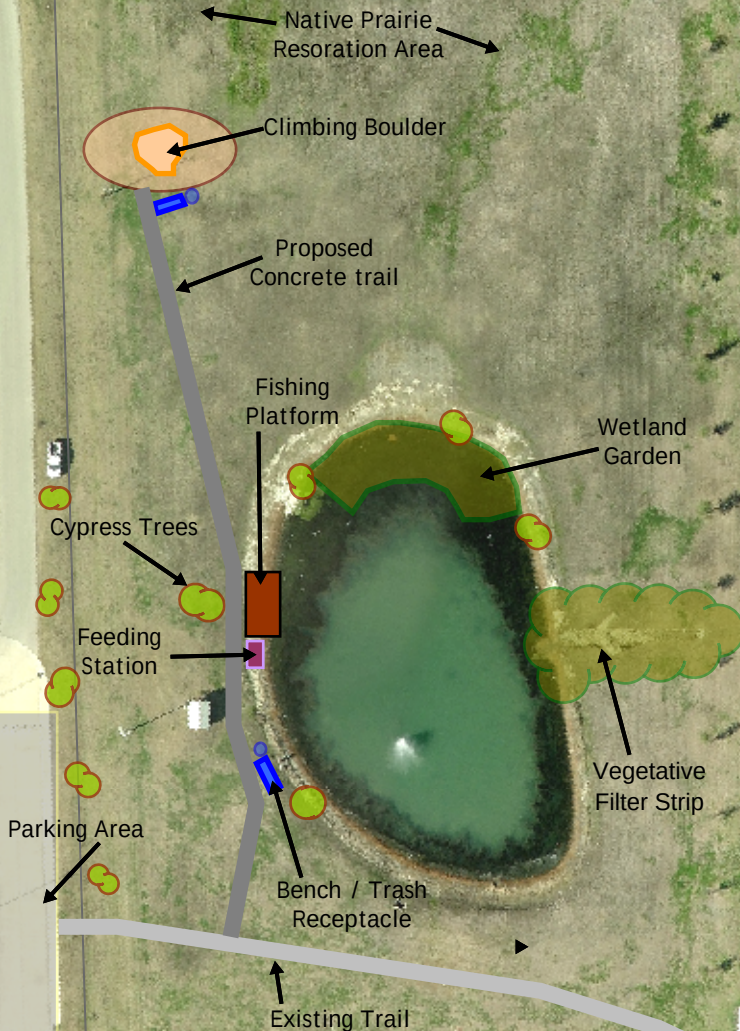
SECTION 5: That the Applicant hereby certifies that a copy of the application has been submitted to the appropriate regional council of governments for Texas Review and Comments System consideration.

Introduced, read and passed by the affirmative vote of the "Applicant" on this 14th day of January, 20 10.

Signature of Appropriate Official

Rod Hortenstine, Mayor
Typed Name and Title

2010 TPWD Small Parks Grant





2010 Small Parks Grant Cost Opinion - Pre-Design



Item No.	Description	Unit	Qty	Unit Price	Total Price
1	Erosion Control	LF	400	\$4	\$1,600
2	Fine Grading, Seeding, Erosion Control	LS	1	\$2,500	\$2,500
3	Concrete Trail	SY	356	\$37	\$13,004
4	Parking Lot Striping	LS	1	\$2,500	\$2,500
5	Veg Filter Strip	LS	1	\$2,500	\$2,500
6	Climbing Boulder	LS	1	\$12,000	\$12,000
7	Wetland Garden	LS	1	\$4,500	\$4,500
8	Tree Plantings	EA	10	\$500	\$5,000
9	Fishing Platform	LS	1	\$7,500	\$7,500
10	Feeding Station	LS	1	\$500	\$500
11	Bench / Trash Receptacle set	EA	2	\$1,500	\$3,000
12	Signage	LS	1	\$1,200	\$1,200
Construction Sub-Total:					\$55,804
Construction Continency:				20%	\$11,161
Construction Total:					\$66,964
Administration, Desing, & Surveying Costs:				12%	\$8,036
TOTAL:					\$75,000



***City Council Meeting
January 14, 2010
Agenda Item Transmittal***

Agenda Item #: 15

Agenda Title: Consider appointing a Chair to the Tax Increment Financing (TIF) District 1 Advisory Board

Council Action to be taken: Consider appointment.

Initiating Department: Community Development

Staff Contact: Bob van Til
Director of Community Development

1. INTRODUCTION/PURPOSE

The purpose of this item is to appoint the Chair of the TIF Advisory Board.

2. DESCRIPTION/ JUSTIFICATION

In 2005, the City created the Taylor Tax Increment Financing District #1 in response to an objective contained in the 2004 Comprehensive Plan. With the creation of the District, the Council appointed the Main Street Board as the TIF District Advisory Board since the district covers the Main Street area for the most part.

Ordinance 2005-9, the ordinance creating the TIF District, states that the Council shall appoint the Chair of the Advisory Board annually and serve from January to December. The Board shall select officers from within itself, consistent with State law.

Since the creation of the Board, this appointment has not happened because the Board has had no business to attend to.

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

Staff recommends that the current Chair of the Main Street Board, Mrs. Jan Konarik, be appointed as the 2010 TIF Advisory Board Chair. The Advisory Board informally concurs with this suggestion.

6. REFERENCE FILES



***City Council Meeting
January 14, 2010
Agenda Item Transmittal***

Agenda Item #: 16
Agenda Title: Consider reimbursement to Williamson County for relocation of waterline on U.S. 79 East.
Council Action to be taken: Approve, deny or table
Initiating Department: Public Works/Utilities
Staff Contact: Danny Thomas, Director of Public Works
Casey Sledge, P.E., Consulting City Engineer

1. INTRODUCTION/PURPOSE

Consider reimbursement to Williamson County for TxDOT Highway Improvement Project for relocation of existing 8" waterline and 4" meter on U.S. Highway 79 East.

2. DESCRIPTION/ JUSTIFICATION

Texas Department of Transportation's Highway improvement project included the relocation of an existing 8" waterline and a 4' compound meter as part of the project. The City of Taylor owns and maintains the waterline that supplies water to Noack WSC and Thrall, Texas. The portion of this line under consideration is located totally within the city limits. During the construction phase of this project, it was necessary to relocate the 8" waterline and a 4' meter according to project plans.

3. FINANCIAL/BUDGET

\$41,145.60, to be taken from the Series 2008 Utility CO's

4. TIMELINE CONSIDERATIONS

Waterline & Meter relocation phase completed

5. RECOMMENDATION

Staff recommends reimbursing Williamson County.

6. REFERENCE FILES

16a. US 79 East Sec 5a Waterline Relocation Taylor

16b. Joint Use agreement

16c. Utility agreement

16d. City of Taylor Cost 050609

STANDARD UTILITY AGREEMENT

U-Number: **U12870**

County: Williamson

Highway: US 79, Sect. 5a

ROW CSJ: 0204-04-044

From: US 79 Sta. 1071+15

Highway Project Letting Date: 1/1/2009

To: US 79 Sta. 1079+50

This Agreement by and between Williamson County, ("**County**"), and City of Taylor Water, ("**Utility**"), acting by and through its duly authorized representative, shall be effective on the date of approval and execution by and on behalf of the **County**.

WHEREAS, that the State of Texas ("**State**"), acting by and through the Texas Department of Transportation ("**TxDOT**") and Williamson County ("**County**") has executed a Pass Through Financing Agreement between **TxDOT** and the **County** signed on 2/22/2006 states that the **County** is financial responsible for a utility deemed to be reimbursable within the limits of the highway as indicated above.

WHEREAS, the **County** has deemed it necessary to make certain highway improvements as designated by the **County** and within the limits of the highway as indicated above;

WHEREAS, the proposed highway improvements will necessitate the adjustment, removal, and/or relocation of certain facilities of **Utility** as indicated in the following statement of work: Relocate 8" water line and 4" meter station to north proposed ROW; and more specifically shown in **Utility's** plans, specifications and estimated costs, which are attached hereto as Attachment "A".

WHEREAS, the **County** will participate in the costs of the adjustment, removal, and/or relocation of certain facilities to the extent as may be eligible for **County** participation.

WHEREAS, the **County**, upon receipt of evidence it deems sufficient, acknowledges **Utility's** interest in certain lands and/or facilities that entitle it to reimbursement for the adjustment, removal, and relocation of certain of its facilities located upon the lands as indicated in the statement of work above.

NOW, THEREFORE, BE IT AGREED:

The **County** will pay to **Utility** the costs incurred in adjustment, removal, and/or relocation of **Utility's** facilities up to the amount said costs may be eligible for **County** participation.

The **County** and **Utility** agree that all conduct under this agreement, including but not limited to the adjustment, removal and relocation of the facility, the development and reimbursement of costs, any environmental requirements, and retention of records will be in accordance with 23 CFR 645, Subparts A & B and all other applicable federal and state laws, rules and regulations. **Utility** agrees to supply, upon request by the **County**, proof of compliance with the aforementioned laws, rules and regulations prior to the commencement of construction.

The **Utility** agrees to develop relocation or adjustment costs by accumulating actual direct and related indirect costs in accordance with a work order accounting procedure prescribed by the **County**, or may, with the **County's** approval, accumulate actual direct and related indirect costs in accordance with an established accounting procedure developed by **Utility**. Bills for work hereunder will be submitted to the **County** not later than 90 days after completion of the work.

When requested, the **County** will make intermediate payments at not less than monthly intervals to **Utility** when properly billed and such payments will not exceed 80 percent (80%) of the eligible cost as shown in each such billing. In addition, the **County** will make a payment, before audit, which will bring the total percentage paid to the **Utility** up to the 90% eligible cost. Intermediate payments shall not be construed as final payment for any items included in the intermediate payment.

Alternatively, the **County** agrees to pay **Utility** an agreed lump sum of \$n/a as supported by the attached estimated costs. The **County** will, upon satisfactory completion of the adjustments, removals, and/or relocations and upon receipt of a final billing, make payment to **Utility** in the agreed amount.

Upon execution of this agreement by both parties hereto, the **County** will, by written notice, authorize the **Utility** to perform such work diligently, and to conclude said adjustment, removal, or relocation by the stated completion date. The completion date shall be extended for delays caused by events outside **Utility's** control, including an event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, sabotage, or other events, interference by the **County** or any other party with **Utility's** ability to proceed with the relocation, or any other event in which **Utility** has exercised all due care in the prevention thereof so that the causes or other events are beyond the control and without the fault or negligence of **Utility**.

The **County** will, upon satisfactory completion of the relocation or adjustment and upon receipt of final billing prepared in an approved form and manner, make payment in the amount of 90 percent (90%) of the eligible costs as shown in the final billing prior to audit and after such audit shall make an additional final payment totaling the reimbursement amount found eligible for **County** reimbursement.

Unless an item below is stricken and initialed by the **County and Utility**, this agreement in its entirety consists of the following:

1. Standard Utility Agreement;
2. Plans, Specifications, and Estimated Costs (Attachment "A");
3. Utility's Accounting Method (Attachment "B");
4. Utility's Schedule of Work and Estimated Date of Completion (Attachment "C");
5. Statement Covering Contract Work – Wilco-U-48 (Attachment "D");
6. Eligibility Ratio (Attachment "F");
7. Betterment Calculation and Estimates (Attachment "G");
8. Proof of Property Interest – ROW-U-1A (Wilco) (Attachment "H");
9. Inclusion in Highway Construction Contract (if applicable) (Attachment "I"); and
10. Utility Joint Use Acknowledgment – ROW-U-JUA or Wilco-U-80A (Attachment "E").

All attachments are included herein as if fully set forth. In the event it is determined that a substantial change from the statement of work contained in this agreement is required, reimbursement therefore shall be limited to costs covered by a modification or amendment of this agreement or a written change or extra work order approved by the **County and Utility**.

This agreement is subject to cancellation by the **County** at any time up to the date that work under this agreement has been authorized and that such cancellation will not create any liability on the part of the **County**.

The State and/or County Auditor may conduct an audit or investigation of any entity receiving funds from the **County** directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

The **Utility** by execution of this agreement does not waive any of the rights which **Utility** may have within the limits of the law.

It is expressly understood that the **Utility** conducts the adjustment, removal, or relocation at its own risk, and that the **County** makes no warranties or representations regarding the existence or location of utilities currently within its right of way.

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

UTILITY

Utility: City of Taylor Water
Name of Utility

By: _____
Authorized Signature

Print or Type Name

Title: _____

Date: _____

EXECUTION RECOMMENDED:

WILLIAMSON COUNTY, TEXAS Executed and approved for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by Williamson County, Texas. By: _____ <i>Authorized Signature</i> Title: _____ Date: _____
--

UTILITY JOINT USE ACKNOWLEDGEMENT UTILITY ADJUSTMENT

U-Number: **U12870**

District: Austin

County: Williamson

ROW CSJ: 0204-04-044

Highway: US 79, Sect. 5a

Construction CSJ: 0204-04-040

From: US 79 Sta. 1071+15

Projected Highway Letting Date: 1/1/2009

To: US 79 Sta. 1079+50

WHEREAS, the State of Texas ("**State**"), acting by and through the Texas Department of Transportation ("**TxDOT**"), proposes to make certain highway improvements on that section of the above-indicated highway; and

WHEREAS, the City of Taylor Water, ("**Utility**"), proposes to retain, locate, or relocate, if applicable, certain of its facilities along or across, and within or over such limits of the highway right of way as indicated on the plans attached hereto except as provided herein below;

NOW, THEREFORE, it is hereby mutually agreed that joint usage for both highway and utility purposes will be made of the area within the highway right of way limits as such area is defined and to the extent indicated on the aforementioned plans. If the facilities shown in the aforementioned plans need to be altered or modified or new facilities constructed to either accommodate the proposed highway improvements or as part of **Utility's** future proposed changes to its own facilities, **Utility** agrees to notify **TxDOT** at least 30 days prior thereto, and to furnish necessary plans showing location and type of construction, unless an emergency situation occurs and immediate action is required. If an emergency situation occurs and immediate action is required, **Utility** agrees to notify **TxDOT** promptly. If such alteration, modification or new construction is in conflict with the current highway or planned future highway improvements, or could endanger the traveling public using said highway, **TxDOT** shall have the right, after receipt of such notice, to prescribe such regulations as necessary for the protection of the highway facility and the traveling public using said highway. Such regulations shall not extend, however, to requiring the placement of intended overhead lines underground or the routing of any lines outside of the area of joint usage above described.

If **Utility's** facilities are located along a controlled access highway, **Utility** understands and agrees that ingress and egress for servicing the installation will be limited to (a) frontage roads where provided, (b) nearby or adjacent public roads or streets, or (c) trails along or near the highway right of way lines, connecting only to an intersecting road; from any one or all of which entry may be made to the outer portion of the highway right of way for normal service and maintenance operations. The **Utility's** rights of access to the through-traffic roadways and ramps shall be subject to the same rules and regulations as apply to the general public except, however, if an emergency situation occurs and usual means of access for normal service operations will not permit the immediate action required by **Utility** in making emergency repairs as required for the safety and welfare of the public, **Utility** shall have a temporary right of access to and from the through-traffic roadways and ramps as necessary to accomplish the required emergency repairs, provided that **TxDOT** is immediately notified by **Utility** when such repairs are initiated and adequate provision is made by **Utility** for convenience and safety of highway traffic.

If **Utility's** facilities are located along a non-controlled access highway, the **Utility's** rights of access to the through-traffic roadways and/or ramps are subject to the same rules and regulations as apply to the general public.

By executing this Acknowledgement, **TxDOT** does not purport to grant any right, claim, title, or easement in or upon this highway. **TxDOT** may require the **Utility** to relocate this facility to the extent set forth in state law.

All work on the highway right of way shall be performed in accordance with **TxDOT** instructions as authorized by state law.

Utility and **TxDOT**, by execution of this Acknowledgement, do not waive or relinquish any right which they may have under the law, and nothing herein shall be interpreted to be an agreement by **Utility** to an expansion or addition to **TxDOT's** authority under state law.

Initial

Date

Utility will, by written notice, advise **TxDOT** of the beginning and completion dates of the adjustment, removal, or relocation, and, thereafter, agrees to perform such work diligently, and to conclude said adjustment, removal, or relocation by the stated completion date. The completion date shall be extended for delays caused by events outside **Utility's** control, including an event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, sabotage, or other events, interference by the **State** or any other party with **Utility's** ability to proceed with the relocation, or any other event in which **Utility** has exercised all due care in the prevention thereof so that the causes or other events are beyond the control and without the fault or negligence of **Utility**.

It is expressly understood that **Utility** conducts the new installation, adjustment, removal, and/or relocation at its own risk, and that **TxDOT** makes no warranties or representations regarding the existence or location of utilities currently within its right of way.

The signatories to this Acknowledgement warrant that each has the authority to enter into this Acknowledgement on behalf of the party represented.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures.

UTILITY

WILLIAMSON COUNTY

Utility: City of Taylor Water
Name of Utility

By: _____
Authorized Signature

By: _____
Authorized Signature

Print or Type Name

Print or Type Name

Title: _____

Title: _____

Date: _____

Date: _____

THE STATE OF TEXAS

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____
Authorized Signature

Print or Type Name

Title: _____

Date: _____

* For locally-executed agreements, District Engineer (or designee) approves and executes; otherwise ROW Division Director.

Initial Date

SHEET NO	DESCRIPTION
1	TITLE SHEET
2	SUPPLEMENTAL INDEX OF SHEETS

STATE OF TEXAS DEPARTMENT OF TRANSPORTATION

PLANS OF PROPOSED STATE HIGHWAY IMPROVEMENT

CSJ: 0204-04-040

ADT = 9,600 (2003)
26,600 (2023)

DESIGN SPEED: 70 MPH (RURAL)
50 MPH (URBAN) (STA. 1304+00-STA. 1350+00)
50 MPH (WEST-SOUTH RAMP)
35 MPH (NORTH-EAST RAMP)

ROADWAY: 32,217.76 FT = 6.102 MI.
BRIDGE CL. CULVERTS: 80.00 FT = 0.015 MI.
TOTAL: 32,297.76 FT = 6.117 MI.

NET LENGTH OF PROJECT: 32,297.76 FT. = 6.117 MI.
LIMITS: US79-B EAST OF TAYLOR TO EAST OF FM 1063

WILLIAMSON COUNTY
U.S. 79 SECTION 5A

PROJECT DESCRIPTION: FOR THE RECONSTRUCTION OF US 79 TO A 4-LANE DIVIDED HIGHWAY CONSISTING OF GRADING, BASE, ASPHALT PAVEMENT, DRAINAGE STRUCTURES, SIGNING AND PAVEMENT MARKINGS.

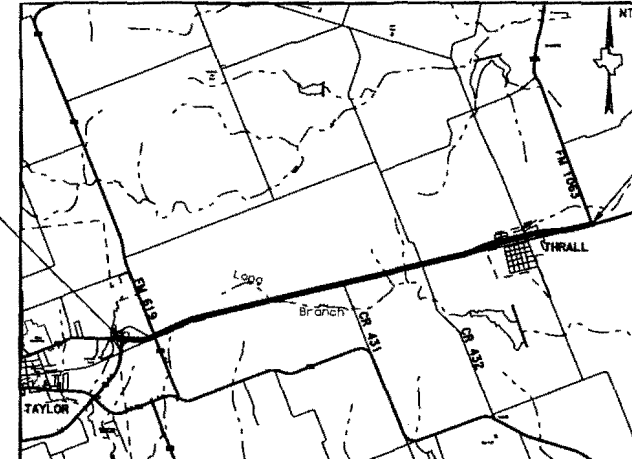
TOLR INSPECTION REQUIRED

BEGIN PROJECT
STA 1052+00.00 (@ US 79)
CSJ 0204-04-040
REF. MARKER: 546 +0.097

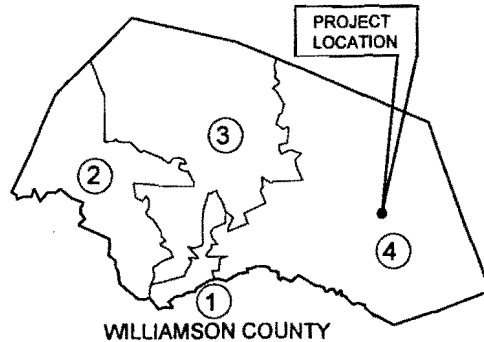
END PROJECT
STA. 1375+00.00 (@ US79)
CSJ 0204-04-040
REF. MARKER: 540 -0.020

REQUIRED SIGNS IN ACCORDANCE WITH THE LATEST BC STANDARDS AND THE "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES."

SPECIFICATIONS ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION, JUNE 1, 2004 AND SPECIFICATION ITEMS LISTED AND DATED AS FOLLOWS, SHALL GOVERN ON THIS PROJECT: REQUIRED CONTRACT PROVISIONS FOR ALL FEDERAL-AID CONSTRUCTION CONTRACTS (FORM FHWA 1273, MARCH 1994).



EXCEPTIONS: NONE
EQUATIONS: NONE
NO RAILROAD CROSSINGS



PLANS PREPARED BY:
Carter Burgess
Rafael Tinajero 5/13/08
RAFAEL TINAJERO
P.E. 96335

APPROVED BY: *[Signature]* 7-17-08
COUNTY JUDGE
WILLIAMSON COUNTY
DATE

APPROVED BY: *[Signature]* 9-18-08
WILLIAMSON COUNTY COMMISSIONER
PRECINCT 4
DATE

APPROVED BY: *[Signature]* 9/17/08
HNTB CORPORATION
PASS THROUGH PROGRAM MANAGER
DATE

RECOMMENDED FOR LETTING: 9/17/08
[Signature] P.E.
ALCO ENGINEER

RECOMMENDED FOR LETTING: 9-24-08
[Signature] P.E.
DISTRICT ENGINEER

RECOMMENDED FOR LETTING: 9/22/08
[Signature]
DIST. DESIGN ENGINEER

APPROVED FOR LETTING: 12.01.08
[Signature]
DIRECTOR, DESIGN DIVISION

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5/13/2008 11:02:31 AM

STATE OF TEXAS
DEPARTMENT OF TRANSPORTATION

PLANS OF PROPOSED
STATE HIGHWAY IMPROVEMENT

CSJ: 0204-04-040

ROADWAY:	32,217.76 FT = 6.102 MI.	NET LENGTH OF PROJECT:	32,297.76 FT. = 6.117 MI.
BRIDGE CL. CULVERTS:	80.00 FT = 0.015 MI.	LIMITS:	US79-B EAST OF TAYLOR TO EAST OF FM 1063
TOTAL:	32,297.76 FT = 6.117 MI.		

WILLIAMSON COUNTY
U.S. 79

PROJECT DESCRIPTION: FOR THE RECONSTRUCTION OF US 79 TO A 4-LANE
DIVIDED HIGHWAY CONSISTING OF GRADING, BASE, ASPHALT PAVEMENT,
DRAINAGE STRUCTURES, SIGNING AND PAVEMENT MARKINGS.

VOLUME NO. 3
WATER RELOCATION

PLANS PREPARED BY:
Carter-Burgess
Consultants in Planning, Engineering, Architecture,
Construction Management and Related Services
CARTER & BURGESS, INC.
2500 WEST 10TH AVENUE, SUITE 100
DENVER, COLORADO 80202

PROJECT	STATE PROJECT NO.	SHEET
6	PTF 2008 (654)	1
COUNTY	STATE	COUNTY
TEXAS	AUS	WILLIAMSON
SECTION	DATE	BY
0204	04	040 U.S. 79

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 PROPOSED GATE VALVE
 PROPOSED AIR RELEASE VALVE
 PROPOSED DRAIN VALVE
 PROPOSED METER RELOCATION
 PROPOSED GRADE
 EXISTING GRADE



US 79

8-INCH WATERLINE RELOCATION

GENERAL NOTES

DATE: 11/1/79

PROJECT NO. 0000000000

PROPOSED NO. 0000000000

PROPOSED DATE 11/1/79

US 79

SECTION NO. 0000000000

DATE 11/1/79

NO. 0000000000

PROJECT NO. 0000000000

PROPOSED NO. 0000000000

PROPOSED DATE 11/1/79

US 79

SECTION NO. 0000000000

DATE 11/1/79

NO. 0000000000

PROJECT NO. 0000000000

PROPOSED NO. 0000000000

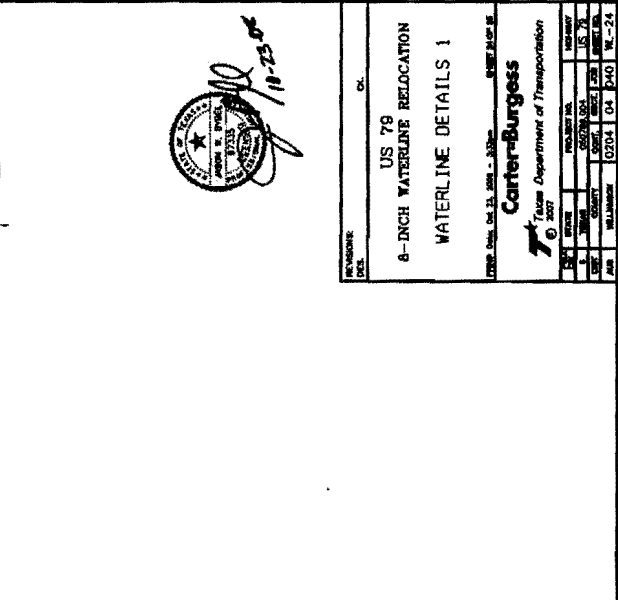
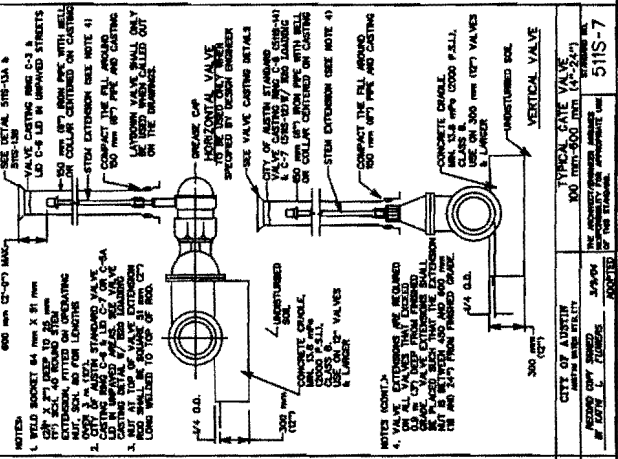
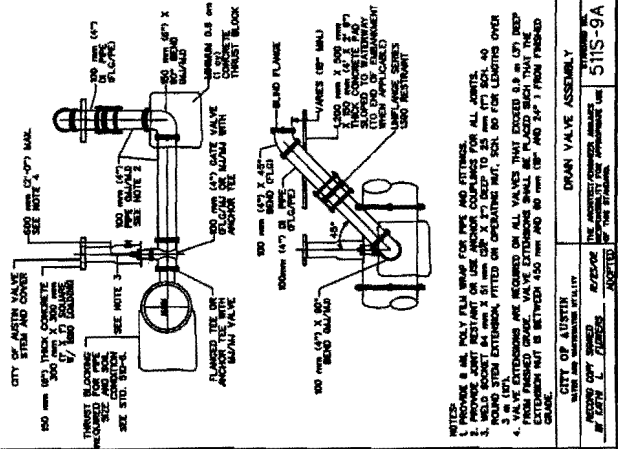
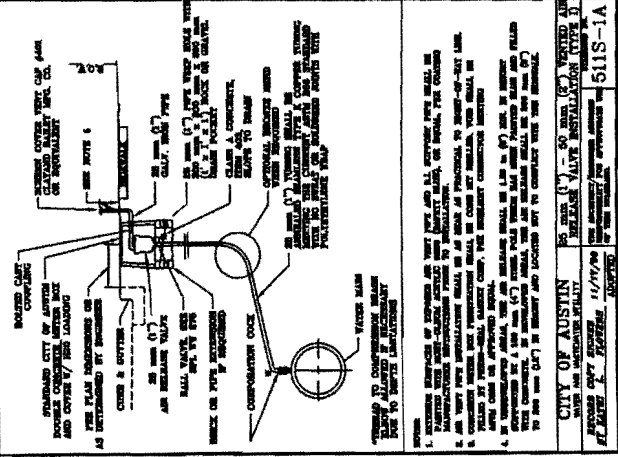
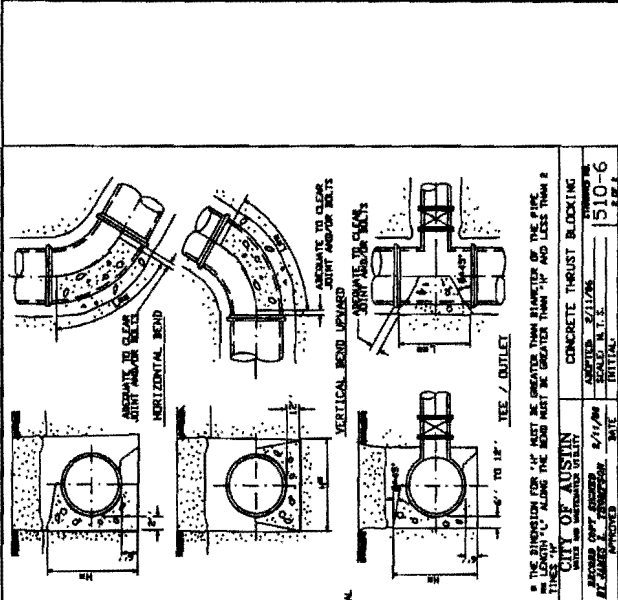
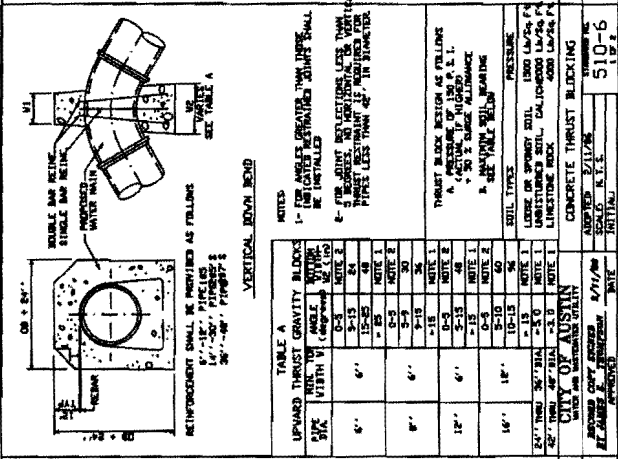
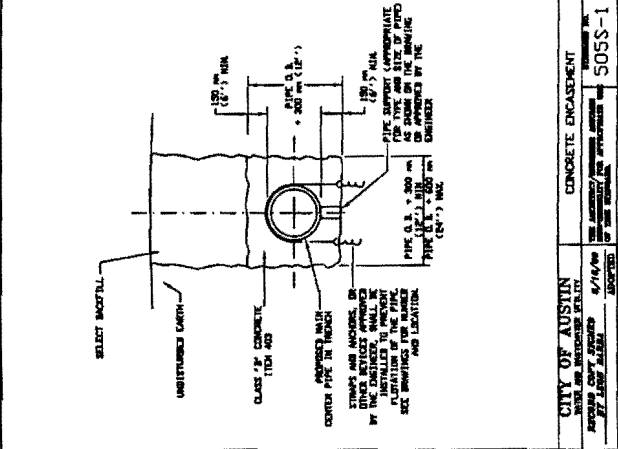
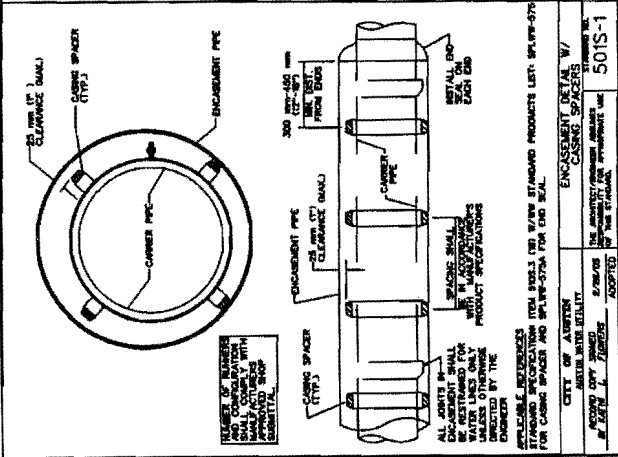
PROPOSED DATE 11/1/79

US 79

SECTION NO. 0000000000

DATE 11/1/79

NO. 0000000000



US 79
8-INCH WATERLINE RELOCATION
WATERLINE DETAILS 1

DATE: 10-23-08
DRAWN BY: [Name]
CHECKED BY: [Name]
APPROVED BY: [Name]

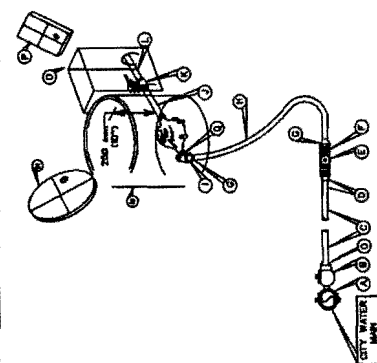
Carter-Burgess
Texas Department of Transportation
6-2007

REVISION	DATE	BY	DESCRIPTION
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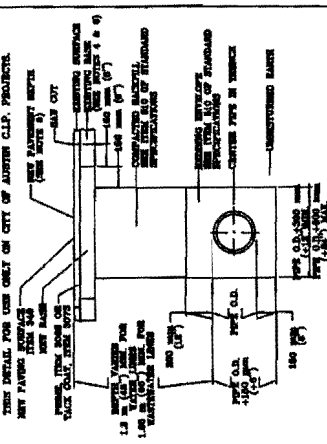
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REVISION	DATE	BY	DESCRIPTION
1	10-23-08	[Name]	Initial

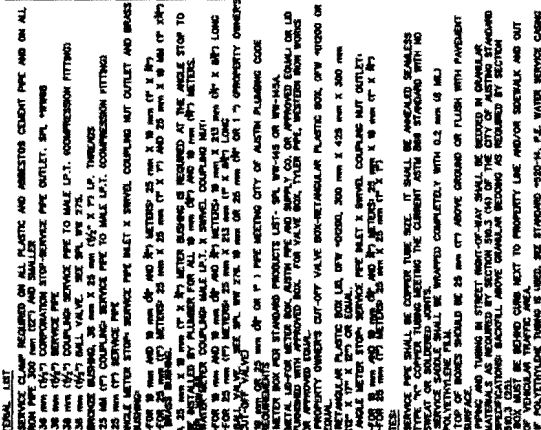
REVISION	DATE	BY	DESCRIPTION
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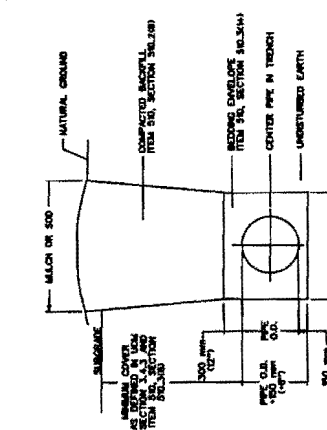
CITY OF AUSTIN AUSTIN WATER UTILITY	STANDARD INSTALLATION FOR A 100MM, 150MM OR 250MM (4", 6" OR 10" DIAMETER STANDARD NO.
REQUIRED COPY SIGNED BY AUSTIN PLUMBERS	WE HEREBY/CONSUMER ASSURES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD. 5205-11 1 OF 2
	ADOPTED

[illegible]

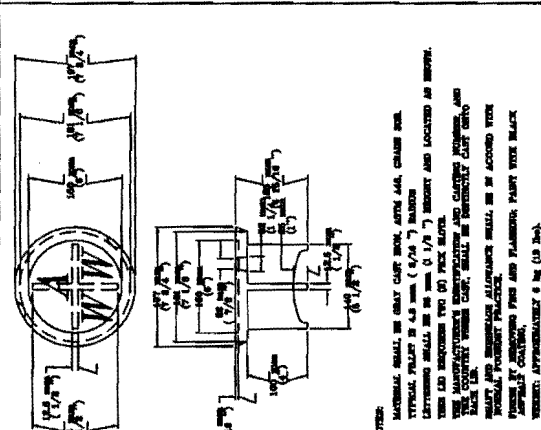
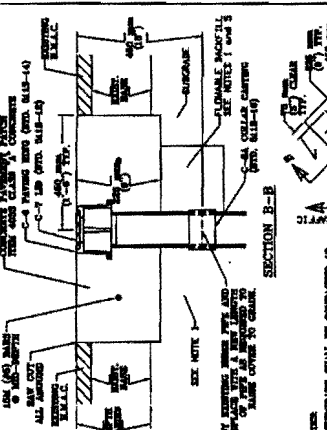
CITY OF AUSTIN WATER AND WASTEWATER UTILITY	TYPICAL TRENCH WITH PAVED SURFACE
RECORDS CHY. ISSUES BY DATE: L. PLATTING	THE ARCHIVED/REMOVED ARCHIVES DO NOT REPRESENT THE OFFICIAL RECORD OF THE PROGRAM.
2/10/06	5105-3



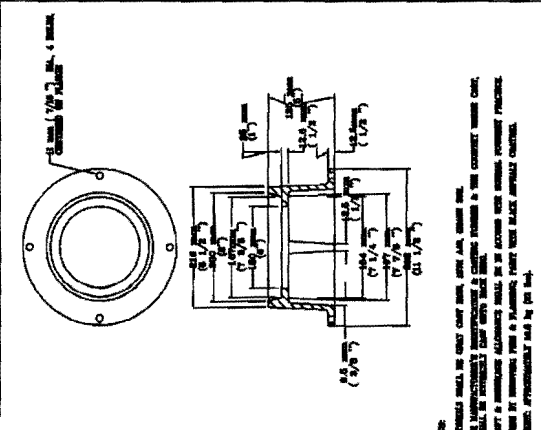
CITY OF AUSTIN AUSTIN WATER UTILITY	3/9/04 MELINDA COFF, SIGNED BY KEITH L. FLEMING	STANDARD INSTALLATION FOR A WATER METER OR 25000 GPM OR 1" METER STANDARD	520S-11 1 of 1
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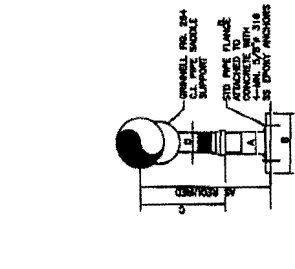
CITY OF AUSTIN DEPARTMENT OF PUBLIC WORKS	TYPICAL TRENCH DETAIL WITH UNFINISHED SURFACE	DRAWING NO.
ACCORD CITY SHEET BY J. L. GARDNER	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	510S-5
		ADOPTED

[illegible]

CITY OF AUSTIN	WATER VALVE BOX ADJUSTMENT TO CHANGE W/ FULL DEPTH CONCOURSE	511S-13A
WATER AND SEWERTER UTILITY	THIS ADDRESS/NUMBER APPEARS INCOMPLETELY FOR APPROVAL AND FOR YOUR RECORD.	511S-13A
RECORDS COPY SENT TO Y. ELLIOT L. PATRICK	4/5/90	APPROVED



CITY OF AUSTIN WATER AND WASTEWATER UTILITY	4/9/99 BOARD COPY SIGNED ELLEN L. PETER ADOPTED	VALVE BOX CASTING C-6 PAYING RING	TRANSFORM NO. 511S-144
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PWT SIZE	A	B	C	
			MIN.	MAX.
4	3	6	8-1/4	14
5	3	6	10	14-3/4
6	3	6	10-1/2	18-1/4
8	3	6	11-3/4	21-1/2
10	3	6	11-1/2	21-1/2

3. SUPPORT MOUNT:
ALL PIPE SUPPORT PIPE AND HARDWARE AND SHALL BE
DUSTLESS IRON.
FOR BASE, HEIGHT AND FLANGE DIMENSIONS, SEE TABLE
ABOVE. ALL DIMENSIONS IN INCHES.

STANDARD PIPE SUPPORT METAL
SCALE: ITS

Hunter Industries

TECH SPEC ¹	DESCRIPTION WITH UNIT PRICES IN WORDS	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
W-1	8 IN PVC C900 (PRESSURE CLASS 150) WATERLINE, OPEN CUT at Dollars and Cents per <u>Linear Feet</u>	920.00	LF	\$ 16.00	\$ 14,720.00
W-2	6 IN PVC C900 (PRESSURE CLASS 150) WATERLINE, OPEN CUT at Dollars and Cents per <u>Linear Feet</u>	30.00	LF	\$ 13.00	\$ 390.00
W-3	4 IN PVC C900 (PRESSURE CLASS 150) WATERLINE, OPEN CUT at Dollars and Cents per <u>Linear Feet</u>	7.00	LF	\$ 12.00	\$ 84.00
W-4	3 IN PVC SCH 80 WATERLINE, OPEN CUT at Dollars and Cents per <u>Linear Feet</u>	0.00	LF	\$ 9.50	\$ -
W-5	2 IN PVC SCH 80 WATERLINE, OPEN CUT at Dollars and Cents per <u>Linear Feet</u>	0.00	LF	\$ 9.00	\$ -
W-6	16 INCH STEEL ENCASEMENT, 3/8 THICK (MIN.), OPEN CUT at Dollars and Cents per <u>Linear Feet</u>	50.00	LF	\$ 95.00	\$ 4,750.00
W-7	16 IN JACK AND BORE W/STEEL ENCASEMENT, 3/8" THICK (MIN) at Dollars and Cents per <u>Linear Feet</u>	0.00	LF	\$ 188.00	\$ -
W-8	12 IN JACK AND BORE W/STEEL ENCASEMENT, 3/8" THICK (MIN) at Dollars and Cents per <u>Linear Feet</u>	0.00	LF	\$ 149.00	\$ -
W-9	8 IN JACK AND BORE W/STEEL ENCASEMENT, 3/8" THICK (MIN) at Dollars and Cents per <u>Linear Feet</u>	0.00	LF	\$ 110.00	\$ -
W-10	6 IN JACK AND BORE W/STEEL ENCASEMENT, 3/8" THICK (MIN) at Dollars and Cents per <u>Linear Feet</u>	0.00	LF	\$ 94.00	\$ -
W-11	8 IN GATE VALVE W/VALVE BOX at Dollars and Cents per <u>Each</u>	1.00	EA	\$ 1,135.00	\$ 1,135.00
W-12	6 IN GATE VALVE W/VALVE BOX at Dollars and Cents per <u>Each</u>	2.00	EA	\$ 835.00	\$ 1,670.00
W-13	4 IN GATE VALVE W/VALVE BOX at Dollars and Cents per <u>Each</u>	1.00	EA	\$ 735.00	\$ 735.00
W-14	3 IN GATE VALVE W/VALVE BOX at Dollars and Cents per <u>Each</u>	0.00	EA	\$ 700.00	\$ -
W-15	2 IN GATE VALVE W/VALVE BOX at Dollars and Cents per <u>Each</u>	0.00	EA	\$ 675.00	\$ -
W-16	DRAIN VALVE	0.00	EA	\$ 2,745.00	\$ -

	at	Dollars and	Cents per	<u>Each</u>			
W-17		1 IN AIR RELEASE VALVE			1.00	EA	\$ 1,335.00 \$ 1,335.00
	at	Dollars and	Cents per	<u>Each</u>			
W-18		8 IN X 8 IN TAPPING SLEEVE			1.00	EA	\$ 3,165.00 \$ 3,165.00
	at	Dollars and	Cents per	<u>Each</u>			
W-19		DUCTILE IRON FITTINGS			0.25	TN	\$ 21,400.00 \$ 5,350.00
	at	Dollars and	Cents per	<u>TON</u>			
W-20		METER VAULT W/SELF SEALING MANHOLE LID, FRAME, AND PIPE STAND			0.50	EA	\$ 6,000.00 \$ 3,000.00
	at	Dollars and	Cents per	<u>Each</u>			
W-21		4 IN METER RELOCATION			0.50	EA	\$ 7,125.00 \$ 3,562.50
	at	Dollars and	Cents per	<u>Each</u>			
W-22		EXISTING RESIDENTIAL METER RELOCATION TO PROPOSED LINE			0.00	EA	\$ 325.00 \$ -
	at	Dollars and	Cents per	<u>Each</u>			
W-23		TRENCH SAFETY PLAN			0.25	LS	\$ 1,500.00 \$ 375.00
	at	Dollars and	Cents per	<u>Lump Sum</u>			
W-24		TRENCH SAFETY SYSTEM			0.25	LS	\$ 3,500.00 \$ 875.00
	at	Dollars and	Cents per	<u>Lump Sum</u>			

City of Taylor Total \$ 41,146.50



***City Council Meeting
January 14, 2010
Agenda Item Transmittal***

Agenda Item #: 17

Agenda Title: **Executive Session.** The Taylor City Council will conduct a closed executive meeting pursuant to the provisions of the Open Meetings Law, Chapter 551, Government Code, in accordance with the authority contained in Section 551.087 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.

Council Action to be taken: Adjourn into Closed session.

Initiating Department: City Administration

Staff Contact: Jim D. Dunaway, City Manager

1. INTRODUCTION/PURPOSE

2. DESCRIPTION/ JUSTIFICATION

The Taylor City Council will conduct a closed meeting under Section 551.087 of the Texas Government Code which allows such a closed meeting and which Rules conflict with the Texas Open Meetings Act.

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

6. REFERENCE FILES

17a.Executive Session form 551.087

**TAYLOR CITY COUNCIL
CERTIFIED AGENDA - EXECUTIVE SESSION**

1. OPEN MEETING ANNOUNCEMENT

THE CITY OF TAYLOR CITY COUNCIL BEING CONVENED IN OPEN SESSION AND DECLARING A QUORUM, ON THIS DATE January 14, 2010 AFTER POSTING AN OFFICIAL AGENDA INDICATING THE NEED FOR AN EXECUTIVE SESSION AND PURSUANT TO SECTION 551.087, TEXAS GOVERNMENT CODE, THE COUNCIL WILL ADJOURN INTO EXECUTIVE SESSION 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 TO DELIBERATE THE OFFER OF FINANCIAL OR OTHER INCENTIVES TO THE BUSINESS PROSPECT.

ANY ACTION RESULTING FROM THIS EXECUTIVE SESSION WILL BE TAKEN IN OPEN SESSION IMMEDIATELY FOLLOWING THE EXECUTIVE SESSIONS.

2. BACK TO OPEN SESSION

THE TIME IS _____ P.M. AND WE WILL NOW RESUME THE OPEN SESSION OF THE COUNCIL MEETING. NO ACTION OR VOTE WAS TAKEN ON ANY MATTER DISCUSSED IN EXECUTIVE SESSIONS.

CERTIFICATION

I, Rod Hortenstine, Mayor of the City of Taylor, 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 14th day of January, 2010.

Rod Hortenstine, Mayor

(Executive session)