AGENDA

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

JANUARY 11, 2018, 6:00 P.M.

CALL TO ORDER AND DECLARE A QUORUM

INVOCATION

PLEDGE OF ALLEGIANCE

PROCLAMATION/RECOGNITION

1. Proclamation: Martin Luther King, Jr. Day, January 15, 2018. (Mayor)

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

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

2. Approve Ordinance 2017-28 regarding a request for a Specific Use Permit for Motorcycle Sales and Repair Use located at 1100 W. 2nd Street. (Ashley Lumpkin)
3. Approve Ordinance 2017-29 regarding a request for a Specific Use Permit for Floral Shop Use located at 2210 W. 2nd Street. (Ashley Lumpkin)
4. Approve Ordinance 2017-33 regarding a request for voluntary annexation of approximately 89.95 acres in the H. & T.B.RR Survey, Abstract No. 315, M. Dentler Survey, Abstract No. 211 and the George M. Reese Survey, Abstract 533. (Ashley Lumpkin)
5. Approve Ordinance 2017-32 regarding a request to rezone 69.97 acres in the George M. Reese Survey, Abstract No. 315 and Dentler Survey, Abstract No. 211, from the (annexation default) Single Family Residential (R-1) District to a Residential-Planned Development (R-PD) District, with Base Districts of approximately 65 acres of Single Family Residential (R-1) District and 5 acres of Local Business (B-1) District, and subject to a Development Plan and Concept Site Layout, to be known as Sundance Subdivision. (Ashley Lumpkin)
6. Concur with preliminary financials for November 2017. (Rosemarie Dennis)
7. Approve minutes for December 14, 2017. (Susan Brock)

REGULAR AGENDA; REVIEW/DISCUSS AND CONSIDER ACTION

8. Consider approving Ordinance 2017-27 regarding a request for a Specific Use Permit for Auto Sales Use located at 1400 W. 2nd Street. (Ashley Lumpkin)
9. Consider introducing Ordinance 2017-31 regarding a request to rezone property located at 205 Doak Street. (Ashley Lumpkin)
10. Consider introducing Ordinance 2017-34 regarding a request to rezone property located at 304 Potomac Street. (Ashley Lumpkin)
11. Receive update on hotel development. (Nimesh Patel)
12. Consider approving Resolution R18-3 approving the city investment and strategic policy. (Rosemarie Dennis)

13. Consider approving Resolution R18-1 authorizing an application and Resolution R18-2 adopting an Affirmative Fair Housing Marketing Plan with regards to the HOME Program. (Ashley Lumpkin)
14. Receive information from prior Charter Review Committee on Charter amendments.
15. Discuss and consider approving a Guaranteed Maximum Price proposal for Heritage Square Park improvements. (Casey Sledge)
16. Receive update on board and commission appointments for January 28th. (Susan Brock)
17. Consider approving Resolution R18-4 calling an election on May 5, 2018 to elect one council member from District 2 and one council member from District 3. (Susan Brock)

EXECUTIVE SESSION

18. Executive Session I. The Taylor City Council will hold a closed executive meeting pursuant to the provisions of the Open Meetings Law, Chapter 551, Government Code, in accordance with the authority contained in (1) Section 551.072 to deliberate the purchase, exchange, lease, or value of real property since such deliberations in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person; and (2) Section 551.087 to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business prospect.
    - Project West
    - Project Duck
19. Consider action from either Executive Session. (Mayor)

ADJOURN

The Council may vote and/or act upon each of the items listed in this Agenda. The Council reserves the right to retire into executive session concerning any of the items listed on this Agenda, whenever it is considered necessary and legally justified under the Open Meetings Act including: Section 551.071 (Consult with attorney); Section 551.072 (Real Property); Section 551.073 (Gifts and Donations); Section 551.074 (Personnel Matters); Section 551.076 (Security Devices); and Section 551.087 (Economic Development). I certify that the notice of meeting was posted in the Taylor City Hall Lobby before 6:00 pm on January 8, 2018 and remained posted for at least 72 hours continuously before the scheduled time of said meeting. I further certify that the following news media was notified of this meeting: Taylor Press.

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

Posted By: Susan Brock Date 1/8/18

Susan Brock, City Clerk

City Council Meeting
January 11, 2018
Agenda Item Transmittal

STRATEGIC PILLAR

☐ Streets/Infrastructure

☒ Quality of Life

☐ Economic Vitality

Agenda Item #: **1**

Agenda Title: Proclamation: Martin Luther King, Jr. Day

Council Action to be taken: Read Proclamation

Initiating Department: Mayor

Staff Contact: **Susan Brock, City Clerk**

1. INTRODUCTION/PURPOSE

This item presents a Proclamation to recognize MLK Day Celebration for Monday, January 15, 2018. Parade begins at 9 am; program to follow at City Hall Auditorium.

2. DESCRIPTION/ JUSTIFICATION

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

MLK Day Celebration scheduled for Monday, January 15, 2018.

5. RECOMMENDATION

6. REFERENCE FILES

1a. Proclamation

CITY OF TAYLOR

State of Texas

Proclamation

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 15, 2018
"Dr. Martin Luther King, Jr. Day"

PROCLAIMED this the 11th day of January, 2018.

____
Brandt Rydell, Mayor

City Council Meeting
January 11, 2018
Transmittal

STRATEGIC PILLAR

☐ Streets/Infrastructure

☐ Quality of Life

☒ Economic Vitality

Agenda Item #: **2**

Agenda Title: Approve Ordinance 2017-28 regarding a request for a Specific Use Permit for a Motorcycle Sales and Repair Use located at 1100 W. 2nd Street.

Council Action to be taken: Approve Ordinance 2017-28 by consent

Department Submitted: Development Services

Staff Contact: Ashley Lumpkin, AICP, Development Services Director

1. PURPOSE/DESCRIPTION

The proposal is to establish the "Motor Cycle Sales and Repair" specific use on this platted property, which is not a permitted use in the (current zoning of) B-1 Local Business District. In April 2017, the applicant's request to rezone the property to the B-2, General Business District, was denied by City Council. That rezoning request, though not tied to any specific use or development, was based on the applicants stated desire to be able to sell motorcycles from the property, as well as do incidental repair work of to-be-sold motorcycles.

2. STAFF ANALYSIS AND RECOMMENDATION (Why and How)

The City's Future Land Use map, part of the Comprehensive Plan, recognizes this property as being appropriate for "Semi-Public/Institutional". All other properties along the north and south sides of 2nd Street are planned for 'Commercial' uses. At this time, an exact reasoning for the very specific identification of this property and the one directly across the street for a category other than "Commercial" in unknown. Regardless, the entire corridor is appropriate for non-residential and commercial oriented uses and development. The scope, scale, and intensity of that development is governed by the zoning districts and their provisions. Uses constituting 'semi-public' and 'institutional' development can be a component of a 'commercial' corridor where appropriate, on a case by case consideration.

Chapter 11 of the Ordinance defines this use as Motor Cycle Sales and Repair - The display, sale and/or servicing, including repair work, of motorcycles. Section 8.2.2 allows the City Council to consider an SUP for a use not otherwise permitted by-right in a certain zoning District. Council's approval of such an SUP requires a ¾ majority. The applicant is following this process to request this use.

The property is currently developed with a 1,920 square foot non-residential building that has hosted various commercial businesses. It is relatively small (approximately 0.22 acre, 75 feet of frontage, 140 foot deep), with on-site parking areas on the south and east sides of the building. It is limited in the size and capacity for some particular (B-1 District) permitted uses that could be performed on the property, but is ideally suited for retail or service uses, as it has been used in the recent past.

The West 2nd Street corridor is the principal gateway into the City for the majority of trips, and especially of those of people who are new to or visiting Taylor. The roadway, which also acts as Business Highway 79 and underwent a significant reconstruction approximately five years ago, is owned and under maintenance control of the City. A large number of nonconforming uses, buildings, and site improvements exists on both the north and south sides of the roadway. Many of the properties are very old, in poor condition, and suffer from the original lot layout that occurred in the Doak Addition (circa 1891), which created small, residential-scale (at the time) lots. Most have transitioned to non-residential uses, which is appropriate when fronting a four-to-five lane roadway, but do not lend themselves well to harmonious non-residential development per modern development standards.

The appearance and functionality of this street, despite the inherent and built limitations just noted, continues to improve. To date, the City's means of regulating land use, and to that end, the appearance of development, has been fairly limited. While there are examples of good renovation and new-build development along the corridor, which have brought positive economic growth, there continue to be blighted and underutilized properties that hamper the overall trend of improvement.

The current zoning designation of the north side of West 2nd Street, which extends north to 3rd Street, and from Talbot Street to the interchange with the Highway 79 by-pass, is the B-1 Local Business District. Three (3) properties (500, 1108, and 1504 West 2nd Street) have achieved higher zoning of the B-2 District, while City records indicate a Specific Use Permit was approved (Ordinance 2016-01, 02-25-16) for the 'major automotive repair (not including painting)' use at 922 West 2nd Street.

RECOMMENDATION:
Staff and the Planning and Zoning Commission recommend to conduct a public hearing and introduce the ordinance for approval of the Specific Use Permit, subject to the conditions clarified on Exhibit B.

3. FUNDING SOURCE

N/A

4. TIMELINE CONSIDERATIONS

Council held a Public Hearing and introduced this ordinance at the December 14, 207 meeting.

5. OTHER OPTIONS (In order of preference)

The property could remain as-is, however, as illustrated above, the proposed Specific Use Permit could be compatible within the existing building. The Conditions of Approval are meant to ensure a level of development that would improve upon the existing conditions of the property, and ensure that no negative impacts arise from the proposed use compared to those that could be expected from by-right permitted uses eligible to occur on the property.

6. ATTACHMENTS

2a. Ordinance 2017-28
2b. Aerial
2c. Surrounding Zoning Map
2d. Presentation

ORDINANCE NO. 2017-28

AN ORDINANCE APPROVING A SPECIFIC USE PERMIT FOR PROPERTY BEING DOAK's ADDITION, BLOCK 53, LOT 15, LOCATED AT 1100 WEST SECOND STREET IN TAYLOR, WILLIAMSON COUNTY, TEXAS, FOR A MOTORCYLE SALES AND REPAIR USE IN THE LOCAL BUSINESS DISTRICT B-1; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF TAYLOR, TEXAS, TO SHOW THE SPECIFIC USE PERMIT ADOPTED HEREIN; PROVIDING A SAVINGS CLAUSE.

WHEREAS, the Taylor City Council conducted a public hearing on October 26, 2017, to consider the request made by Corey Dennen and Larry Melde, as Applicant and Owner of the property, respectively, which property is legally described in Exhibit "A" attached hereto and incorporated by reference herein for all purposes ("Property"), to request a Specific Use Permit for a Motorcycle Sales and Repair use, which is not a use permitted within the B-1 Local Business District; and

WHEREAS, the Planning and Zoning Commission, after proper notice, conducted a public hearing on October 10, 2017, to consider the Specific Use Permit, and recommended the Specific Use Permit to the City Council; and

WHEREAS, per Zoning Ordinance Section 8.2.2, the City Council by an affirmative three-fourths (3/4) vote may grant a Specific Use Permit for uses that are otherwise not permitted by-right by this Ordinance, and may impose appropriate Conditions and safeguards, including a specified period of time for the permit to protect the Comprehensive Plan and to conserve and protect property values.

WHEREAS, the City Council, after the public hearing, approves the request for the Specific Use Permit.

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 approved for a Specific Use Permit to allow a Motorcycle Sales and Repair use per the attached Conditions of Operation contained in Exhibit "B".

SECTION 3. 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 4. Should any section, paragraph, clause, phrase, or provision of this Ordinance be adjudged invalid or held unconstitutional, the same shall not affect the validity of this Ordinance as a whole or any part of the provisions thereof, other than the part so decided to be invalid or unconstitutional

SECTION 6. In accordance with Article VIII of the City Charter, Ordinance 2017-28 was introduced before the Taylor City Council on the 14th day of December, 2017.

PASSED, APPROVED, and ADOPTED on the ______ day of ____________, 2018.

____
Jesse Ancira, Jr,
Mayor

ATTEST:

____
Susan Brock, City Clerk

APPROVED AS TO FORM:

____
Ted W. Hejl,
City Attorney

CERTIFICATE

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

I, Susan Brock, being the current City Clerk of the City of Taylor, Texas, do hereby certify that the attached is a true and correct copy of Ordinance No. 2017-28, passed and approved by the City Council of the City of Taylor, Texas, on the ______ day of _________________, 2018, 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 _____________, 2018.

____
Susan Brock
City Clerk

EXHIBIT B

Proposed Conditions of Operation

1. Applicability - The Specific Use Permit shall be for Corey Dennen (Applicant/Lease Tenant of Property) to perform the "Motorcycle Sales and Repair" use located on, and within the existing site features of, the property. No changes or improvements are proposed.

2. Expiration - The Specific Use Permit shall cease to be valid when/if Corey Dennen is no longer the property tenant (and/or Owner), and/or Operator of a "Motorcycle Sales and Repair" use on or within the property.

3. Hours of operation - shall be Monday by appointment; Tuesday – Friday, 10:00 a.m. to 6:00 p.m.; Saturday 10:00 a.m. to 5:00 p.m.

4. Outdoor Display # - Maximum number of motorcycles displayed outside the building and/or opaque fenced areas of the property shall not exceed ten (10).

- Outdoor Display Location - The areas for Outdoor display of motorcycles shall be in the southern portion of the property so long as to not impede vehicular flow through the property as currently exists.

5. Repair Location – Repair work of motorcycles shall only occur within the existing building and behind the existing opaque fence in the rear (north) of the property.

6. All applicable Zoning Ordinance, Building Code, and Fire Code requirements for the establishment of the "Motorcycle Sales and Repair" use shall be met during the Certificate of Occupancy process.

EXHIBIT "A"

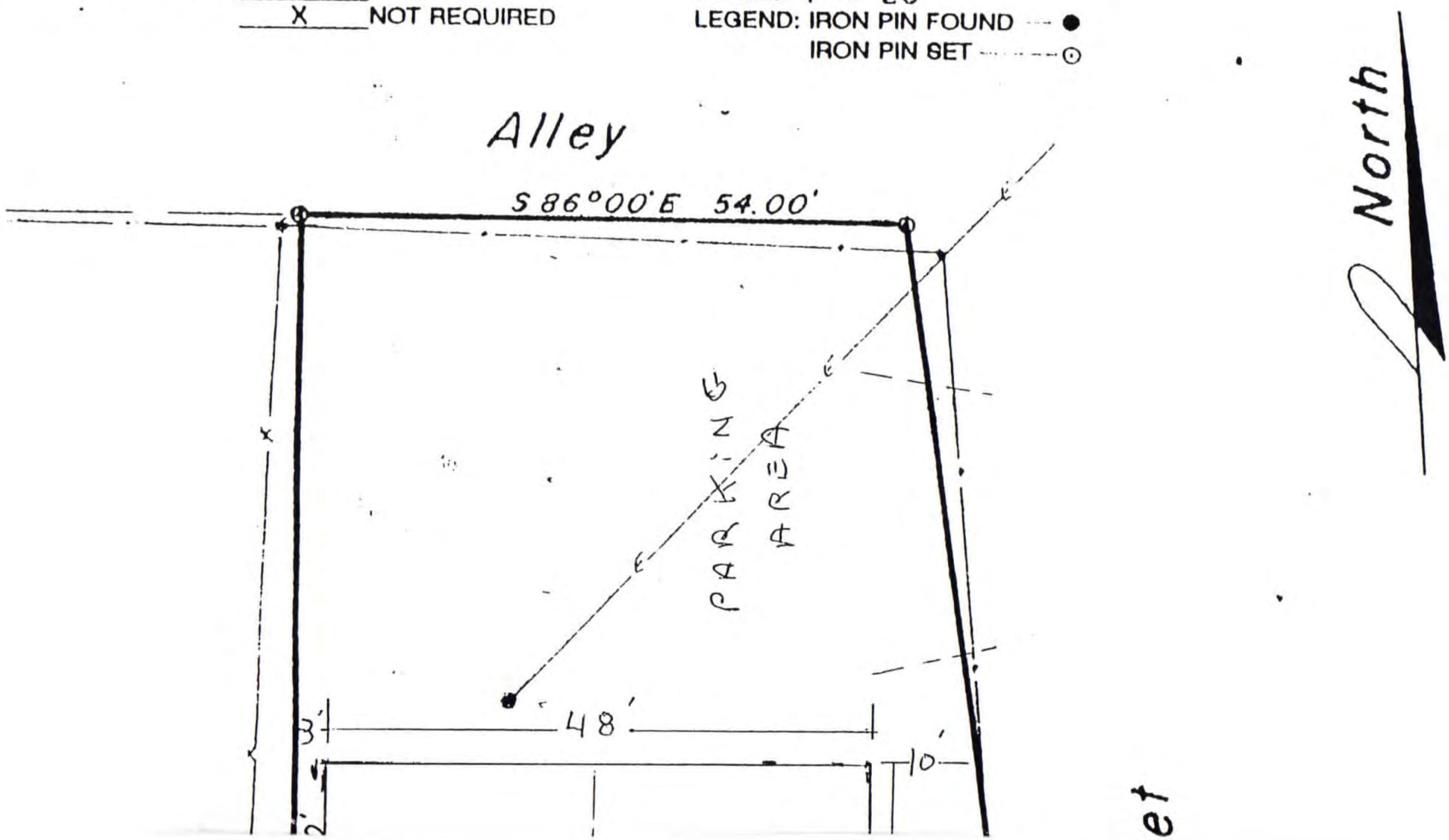
RVEY PERFORMED FOR LARRY MELDE

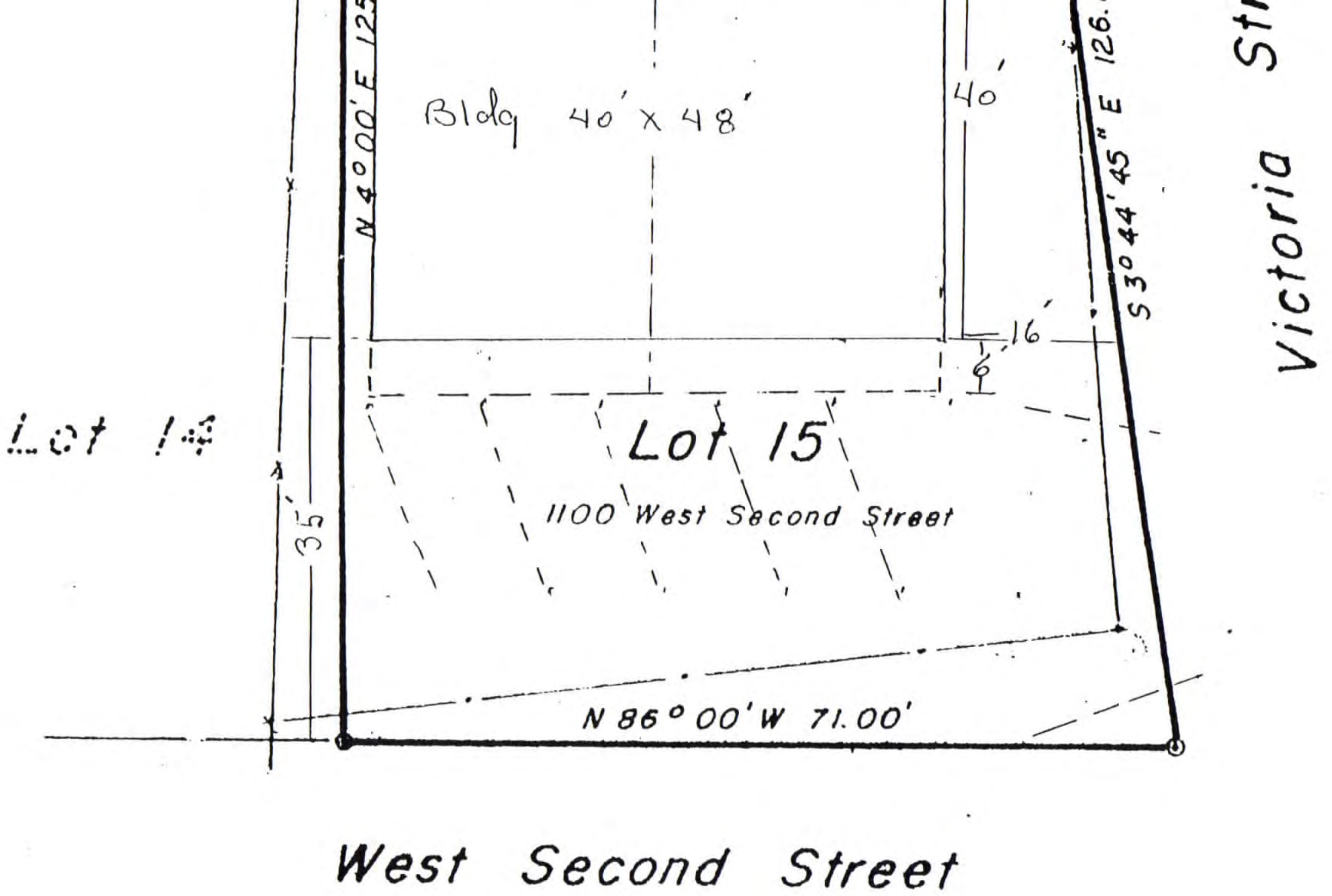
ROVEMENT SURVEY OF LOT 15, BLOCK 53 OF DOAK'S ADDITION TO THE CITY OF TAYLOR

RECORD IN VOLUME 56, PAGE 483 OF THE DEED RECORDS OI WILLIAMSON COUNTY, TEXAS.

METER DESCRIPTION: ______ ATTACHED
X NOT REQUIRED

SCALE: 1" = 20'
LEGEND: IRON PIN FOUND ---- ●
IRON PIN SET ---- ⊙

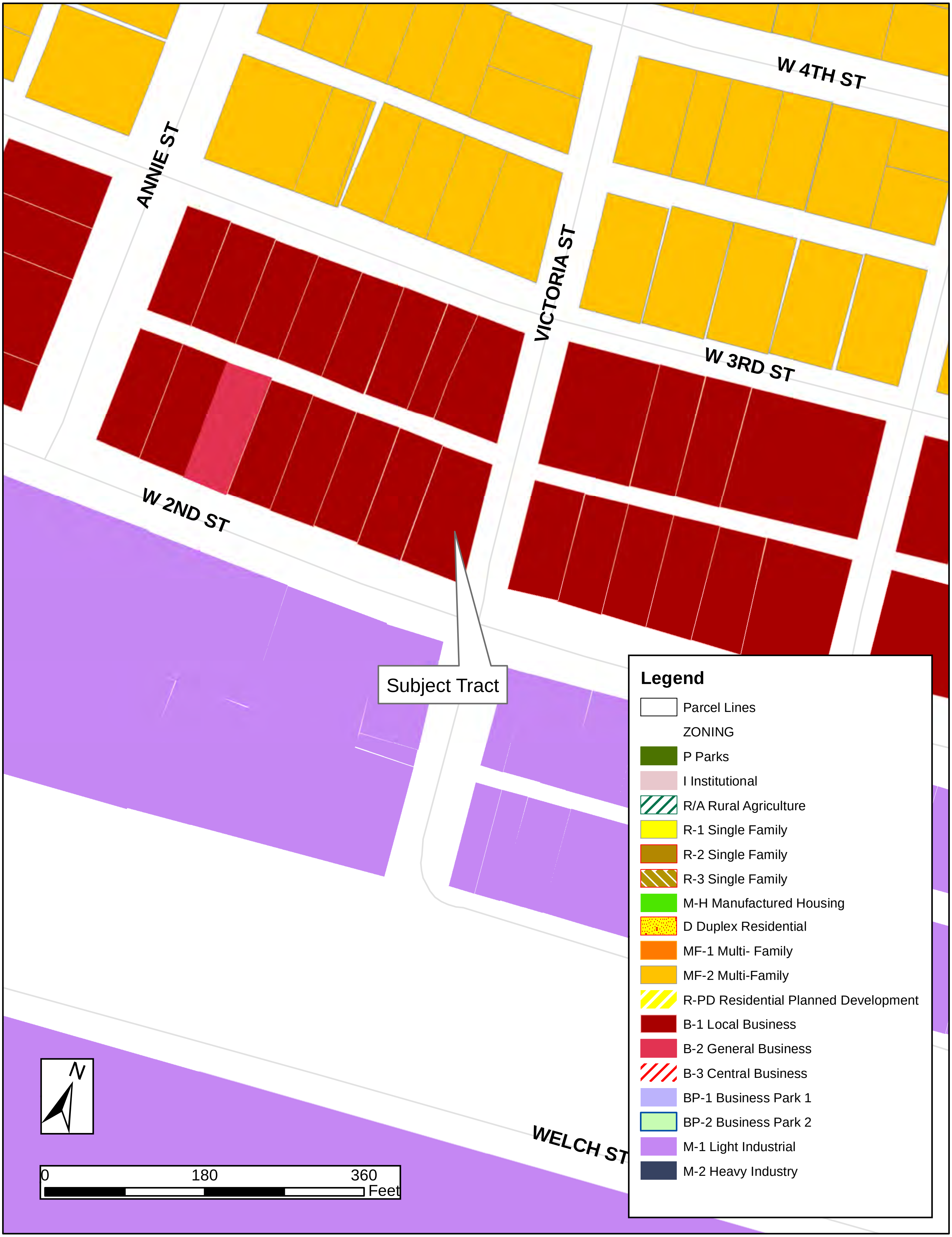




R. T. MAGNESS, JR., REGISTERED
ESSIONAL LAND SURVEYOR, DO HEREBY
FY THAT THE ABOVE PLAT CORRECTLY
ESENTS THE PROPERTY AS DETERMINED BY
N-THE-GROUND SURVEY PERFORMED UNDER
JPERVISION AND DIRECTION ON THE 6th
)F JUNE, 19 95; THE

FLOOD STATEMENT: I HAVE EXAMINED THE FEDERAL INSURAI
ADMINISTRATION'S FLOOD HAZARD MAP FOR WILLIAMSON
COUNTY, TEXAS, COMMUNITY NO. 48491 C EFFECTIVE D
OF SEPT. 27, 1991 AND THAT MAP INDICATES THAT TH
PROPERTY IS NOT WITHIN ZONE A (SPECIAL FLOOD HAZAF
AREA) AS SHOWN ON PANEL 0266 C OF SAID MAP.
WARNING: IF THIS SITE IS NOT WITHIN AN IDENTIFIED SPECIAL


W 3RD ST
W 2ND ST
VICTORIA ST



W 4TH ST
ANNIE ST
VICTORIA ST
W 3RD ST
W 2ND ST
WELCH ST
Subject Tract
N
0
180
360
Feet
Legend
Parcel Lines
ZONING
P Parks
I Institutional
R/A Rural Agriculture
R-1 Single Family
R-2 Single Family
R-3 Single Family
M-H Manufactured Housing
D Duplex Residential
MF-1 Multi- Family
MF-2 Multi-Family
R-PD Residential Planned Development
B-1 Local Business
B-2 General Business
B-3 Central Business
BP-1 Business Park 1
BP-2 Business Park 2
M-1 Light Industrial
M-2 Heavy Industry

Specific Use Permit (SUP) Request PZ-2017-1065 1100 West 2^{nd} Street Doak Addition, Block 53, Lot 15

<u>Request</u> – SUP for “Motorcycle Sales and Repair” use in the B-1 - Local Business District.

Proposed use is permitted in the B-2, M-1, and M-2 Districts.

TABLE 3.10 — AUTOMOBILE AND RELATED USES

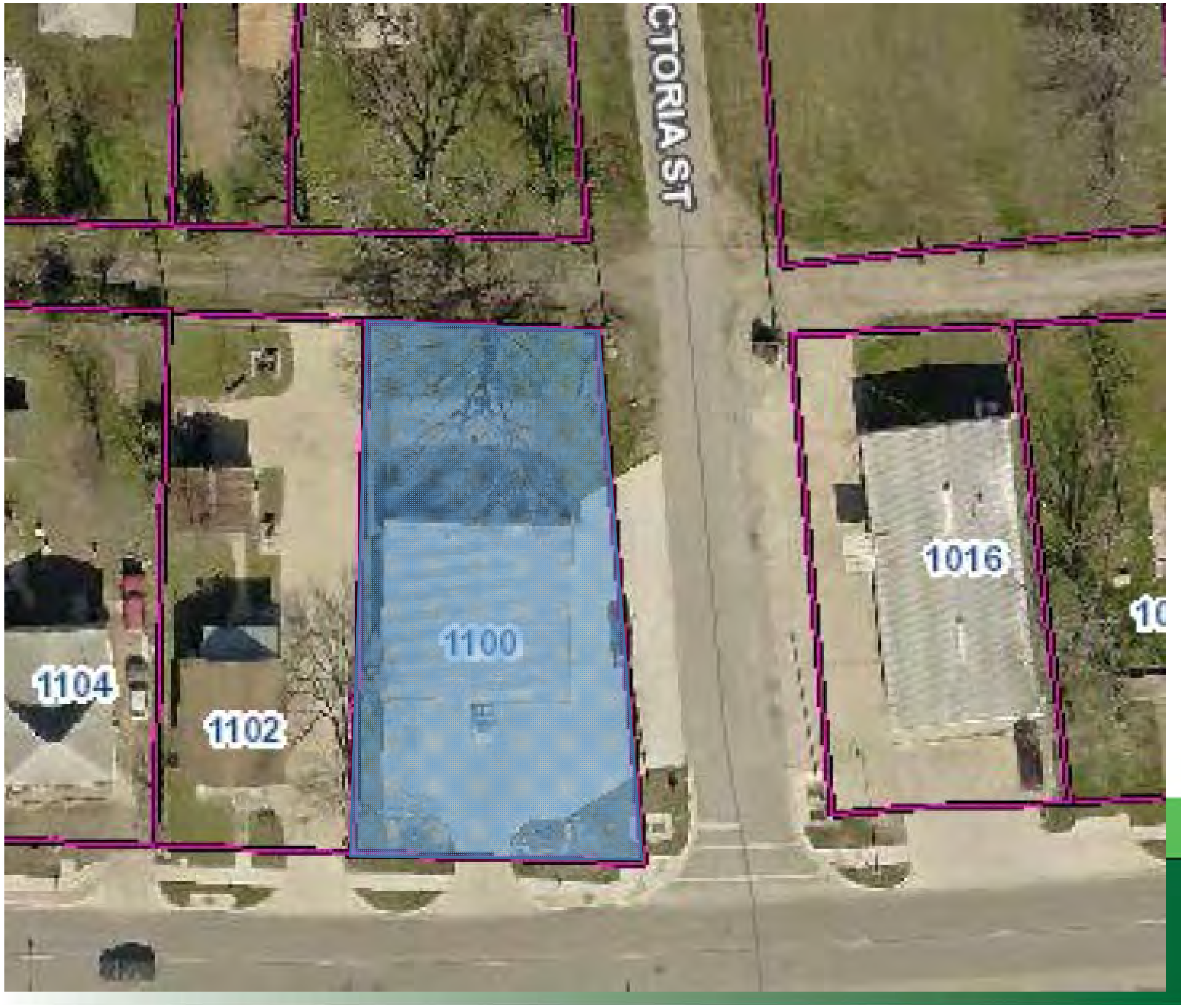
Residential Districts									Misc. Districts			Nonresidential Districts						
R-A	R-1	R-2	R-3	MH	D	MF-1	MF-2	Permitted Uses	DN	I	P	B-1	B-2	B-3	BP-1	BP-2	M-1	M-2
								Boat Sales					P				P	P
								Motor Cycle Sales and Repair					P				P	P

Property

Zoning: B-1 Local Business

Legal Lot

Developed with Building and some parking

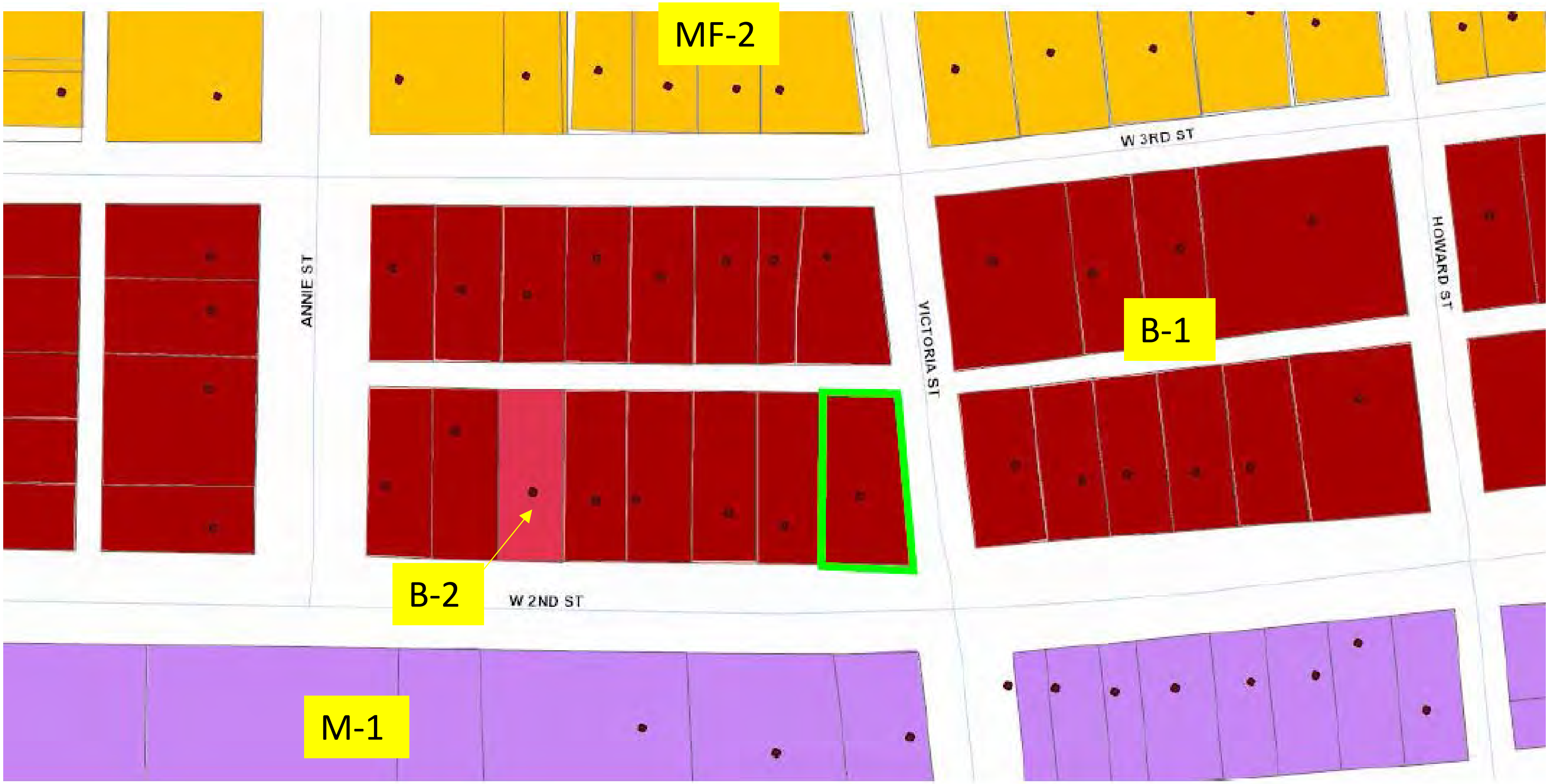


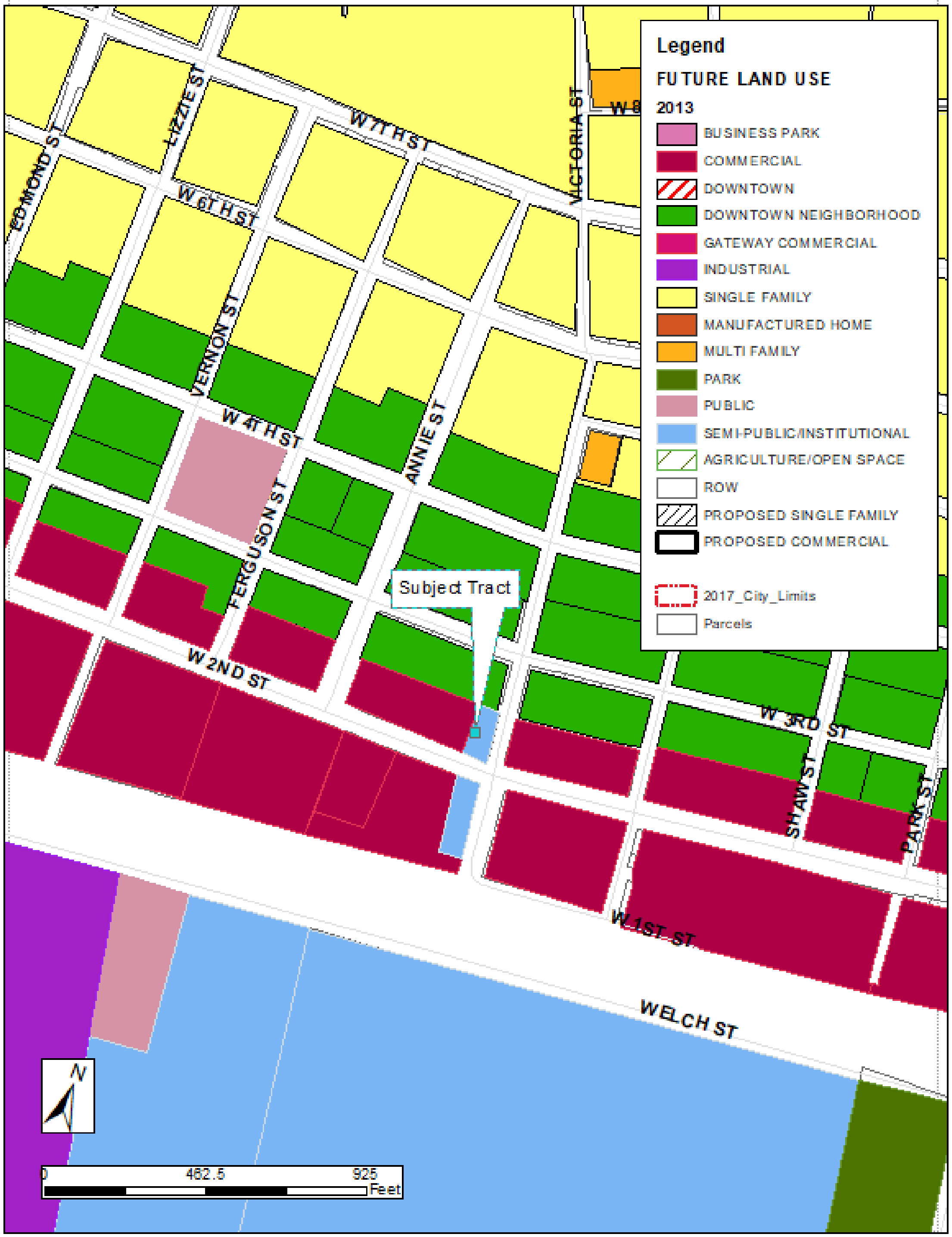

VICTORIA ST
1100
1102

Property – October 2017

Property – November 14, 2017

Existing Zoning:




Legend
FUTURE LAND USE
2013
BUSINESS PARK
COMMERCIAL
DOWNTOWN
DOWNTOWN NEIGHBORHOOD
GATEWAY COMMERCIAL
INDUSTRIAL
SINGLE FAMILY
MANUFACTURED HOME
MULTI FAMILY
PARK
PUBLIC
SEMI-PUBLIC/INSTITUTIONAL
AGRICULTURE/OPEN SPACE
ROW
PROPOSED SINGLE FAMILY
PROPOSED COMMERCIAL
2017_City_Limits
Parcels
Subject Tract
W 7TH ST
W 6TH ST
W 4TH ST
W 3RD ST
W 2ND ST
W 1ST ST
WELCH ST
EDMOND ST
LIZZIE ST
VERNON ST
FERGUSON ST
ANNIE ST
VICTORIA ST
SHAW ST
PARK ST
N
0
462.5
925
Feet

Analysis

1. "Motor Cycle Sales & Repair" permitted in more intense B-2, M-1, and M-2 Districts.
2. Future Land Use Map supports commercial uses; intensity not clarified.
3. Residential use within 50 feet.
4. Property is small, already developed, and accommodates B-1 uses and level of development.
5. NO Public Comments received.

Recommendation

- Staff and the Planning and Zoning Commission recommend to conduct a public hearing and introduce the ordinance for approval of the Specific Use Permit, subject to the conditions clarified on Exhibit B.

City Council Meeting
January 11, 2018

STRATEGIC PILLAR

☐ Streets/Infrastructure

☐ Quality of Life

☒ Economic Vitality

Agenda Item #: **3**

Agenda Title: Approve Ordinance 2017-29 regarding a request for a Specific Use Permit for Floral Shop Use located at 2210 W. 2nd Street.

Council Action to be taken: Approve Ordinance 2017-29 by consent.

Department Submitted: Development Services

Staff Contact: Ashley Lumpkin, AICP, Development Services Director

1. PURPOSE/DESCRIPTION

The proposal is to establish the "Florist Shop" specific use in an approximately 1,500 square foot 'shared' portion of the existing approximate 5,000 square foot building on this legally nonconforming (both platting status and site development) property, which is not a permitted use in the (current zoning of) M-1 Light Industrial District.

2. STAFF ANALYSIS AND RECOMMENDATION (Why and How)

The applicant currently operates a custom cabinet manufacturing business (Certificate of Occupancy issued 03-26-15 for a "Manufacturing" use, occupancy limit of 31). The applicant has proposed only one operational condition, being hours of operation, which is captured in the proposed Conditions of Operation further in this report. These Conditions will also be referenced and attached to the Ordinance.

The M-1 District is described in the Zoning Ordinance as 'concentrate(ing) these uses [light industrial or heavy commercial] in areas of town that will best represent the community as well as protect the character, safety, and general welfare of the surrounding neighborhoods.'

The City's Future Land Use map, part of the Comprehensive Plan, recognizes this property as being appropriate for "Multifamily". The general area between Sloan Street and the interchange of Carlos G. Parker Blvd. and Highway 79, fronting 2nd Street and northward, is Single-family and some Multifamily.

Section 8.2.2 allows the City Council to consider an SUP for a use not otherwise permitted by-right in a certain zoning District. Council's approval of such an SUP requires a ¾ majority. The applicant is following this process to request this use.

The ‘florist shop’ use is permitted in lesser intense zoning districts, and therefore could be a compatible and less-impactful use in the M-1 district than many otherwise permitted uses. The cabinet business, by its’ nature, has a very low customer vehicle demand. It is anticipated that the florist shop use will also have a low customer vehicles generation, as a large percentage of this type of business is done remotely.

The West 2nd Street corridor is the principal gateway into the City for the majority of trips, and especially of those of people who are new to or visiting Taylor. The roadway, which also acts as Business Highway 79 and underwent a significant reconstruction approximately five years ago, is owned and under maintenance control of the City. A large number of nonconforming uses, buildings, and site improvements exists on both the north and south sides of the roadway.

The appearance and functionality of this street, despite the inherent and built limitations, continues to improve. To date, the City’s means of regulating land use, and to that end, the appearance of development, has been fairly limited. While there are examples of good renovation and new-build development along the corridor, which have brought positive economic growth, there continue to be blighted and underutilized properties that hamper the overall trend of improvement.

The majority of the north side of West 2nd Street, between the interchange and the core downtown area, is the B-1 Local Business District. This is the only property on the north side of 2nd Street to be zoned M-1, Light Industrial district. The cabinet business, a ‘Manufacturing’ specific use, is a permitted use in the (two) Business Park and (two) Industrial Districts.

RECOMMENDATION:
Staff and the Planning and Zoning Commission recommend Council approve the ordinance and the Specific Use Permit, subject to the conditions clarified on Exhibit B.

3. FUNDING SOURCE

N/A

4. TIMELINE CONSIDERATIONS

Council conducted a Public Hearing and introduced the ordinance at the December 14, 2017 meeting.

5. OTHER OPTIONS (In order of preference)

The property could remain as-is, however, as illustrated above, the proposed Specific Use Permit could be compatible within the existing building.

6. ATTACHMENTS

3a. Ordinance 2017-29
3b. Aerial
3c. Surrounding Zoning Map

ORDINANCE NO. 2017-29

AN ORDINANCE APPROVING A SPECIFIC USE PERMIT FOR PROPERTY BEING 1.4505 ACRES OUT OF THE W.R. WILLIAMS SURVEY, ABSTRACT NO. 665, LOCATED AT 2210 WEST SECOND STREET IN TAYLOR, WILLIAMSON COUNTY, TEXAS, FOR A FLORIST SHOP USE IN THE LIGHT INDUSTRIAL DISTRICT M-1; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF TAYLOR, TEXAS, TO SHOW THE SPECIFIC USE PERMIT ADOPTED HEREIN; PROVIDING A SAVINGS CLAUSE.

WHEREAS, the Taylor City Council conducted a public hearing on December 14, 2017, to consider the request made by Eric and Dana Moehnke, as Applicant and Owner of the property, which property is legally described in Exhibit "A" attached hereto and incorporated by reference herein for all purposes ("Property"), to request a Specific Use Permit for a Florist Shop use, which is not a use permitted within the M-1 Light Industrial District; and

WHEREAS, the Planning and Zoning Commission, after proper notice, conducted a public hearing on October 10, 2017, to consider the Specific Use Permit, and recommended the Specific Use Permit to the City Council; and

WHEREAS, per Zoning Ordinance Section 8.2.2, the City Council by an affirmative three-fourths (3/4) vote may grant a Specific Use Permit for uses that are otherwise not permitted by-right by this Ordinance, and may impose appropriate Conditions and safeguards, including a specified period of time for the permit to protect the Comprehensive Plan and to conserve and protect property values.

WHEREAS, the City Council, after the public hearing, approves the request for the Specific Use Permit.

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 approved for a Specific Use Permit to allow a Florist Shop use per the Conditions of Operation contained in Exhibit "B".

SECTION 3. 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 4. Should any section, paragraph, clause, phrase, or provision of this Ordinance be adjudged invalid or held unconstitutional, the same shall not affect the validity of this Ordinance as a whole or any part of the provisions thereof, other than the part so decided to be invalid or unconstitutional

SECTION 6. In accordance with Article VIII of the City Charter, Ordinance 2017-29 was introduced before the Taylor City Council on the 14th day of December, 2017.

PASSED, APPROVED, and ADOPTED on the ______ day of ____________, 2018.

____
Brandt Rydell
Mayor

ATTEST:

____
Susan Brock, City Clerk

APPROVED AS TO FORM:

____
Ted W. Hejl,
City Attorney

CERTIFICATE

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

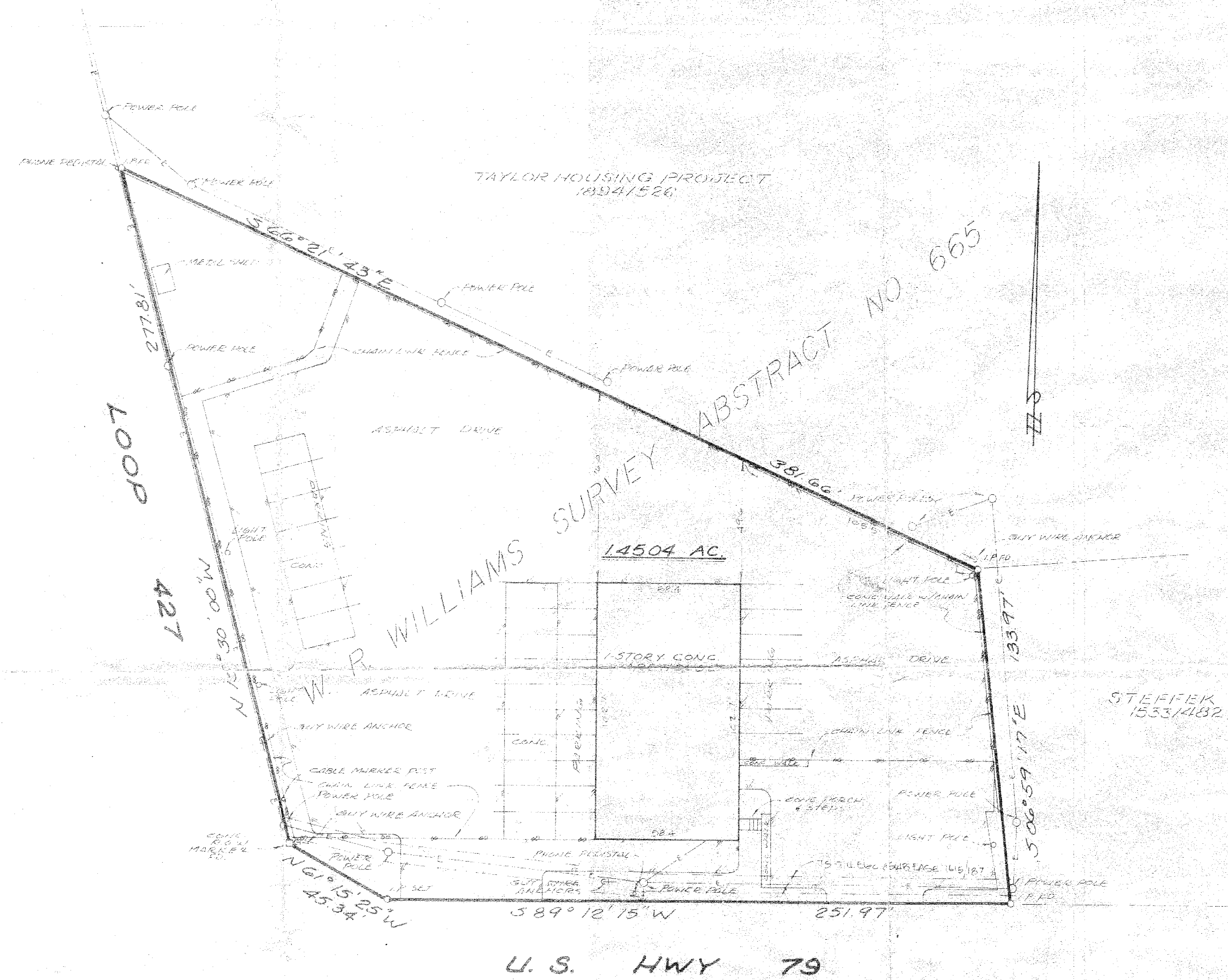
I, Susan Brock, being the current City Clerk of the City of Taylor, Texas, do hereby certify that the attached is a true and correct copy of Ordinance No. 2017-29, passed and approved by the City Council of the City of Taylor, Texas, on the ______ day of _________________, 2018, and such Ordinance was 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 _____________, 2018.

____
Susan Brock
City Clerk

EXHIBIT A

NOTE: Easements recorded in Vol. 283 Pg. 537 Vol. 297 Pg. 638 Vol. 310 Pg. 234 and Vol. 312 Pg. 523 do not apply to this lot.



G.F 92010541/CS
Dated Dec. 08, 1992
Ref: Darlene L. Brister

To the owners, lienholders, Longhorn Title Company.

The undersigned does hereby certify that the plat shown accurately represents the results of a survey on the ground under my supervision and is true and correct and that there are no discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, visable utility easements, except as shown, that all corners are monumented.

The property indicated hereon is not within a special flood hazard area, as shown on Community Panel Number 480670 0003 B of the FLOOD INSURANCE RATE MAP prepared for the City of Taylor, Williamson County, Texas. Effective Date: March 1, 1982.

STATE OF TEXAS
REGISTERED
HERMAN CRICHTON
4046
PROFESSIONAL
LAND SURVEYOR

SURVEY OF
1.4504 ACRES OUT OF THE W. R. WILLIAMS SURVEY
ABSTRACT NO. 665 IN WILLIAMSON COUNTY, TEXAS.
BEING THE SAME TRACT DESCRIBED IN VOLUME 366 PAGE 402
SAVE AND EXCEPT A 0.009 ACRE TRACT CONVEYED TO THE STATE
OF TEXAS IN VOLUME 513 PAGE 240 BOTH OF THE WILLIAMSON
COUNTY, TEXAS DEED RECORDS.

CRICHTON
AND ASSOCIATES
LAND SURVEYORS

111 W. ANDERSON LANE, E-330
AUSTIN, TEXAS 78752
(512) 451-9008

DATE: 2-15-93	JOB NO. 93-108
SCALE: 1" = 40'	DWG. NO. 1 OF 1

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.

WARRANTY DEED WITH VENDOR'S LIEN

Date: December 18, 2014

Grantor: CHRISTOPHER L. HULLINGER and JAMES F. GOODMAN, each owning, occupying and claiming other property as homestead

Grantor's Mailing Address:

2 Forest Mesa
Round Rock, Williamson County, Texas 78664

Grantee: ERIC W. MOEHNKE and wife, DANA L. MOEHNKE

Grantee's Mailing Address:

203 Commercial Drive
Taylor, Williamson County, Texas 76574

Consideration: Cash and a note that is in the principal amount of TWO HUNDRED THIRTY-SIX THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($236,500.00) and is executed by Grantee, payable to the order of City National Bank of Taylor, Texas. The note is secured by a vendor's lien retained in favor of City National Bank of Taylor, Texas in this Deed and by a Deed of Trust from Grantee to Andrew D. Littlejohn, Trustee.

Property:

Being a 1.4504 acre tract of land out of the W. R. WILLIAMS SURVEY, Abstract No. 665, in Williamson County, Texas, and being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof.

Reservations from and Exceptions to Conveyance and Warranty:

Liens described as part of the Consideration and any other liens described in this Deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, and other instruments that affect the Property.

9901-14-1071

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

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

The vendor's lien against and superior title to the property are retained until the note described herein is fully paid according to its terms, at which time this deed shall become absolute.

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

CHRISTOPHER L. HULLINGER

JAMES F. GOODMAN

STATE OF TEXAS *

COUNTY OF WILLIAMSON *

This instrument was acknowledged before me on the 18 day of December, 2014, by CHRISTOPHER L. HULLINGER.

Notary Public, State of Texas

JAMES R. GOLDRICK
Notary Public, State of Texas
My Commission Expires
AUGUST 08, 2016

STATE OF TEXAS *

COUNTY OF WILLIAMSON *

This instrument was acknowledged before me on the 18 day of December, 2014, by JAMES F. GOODMAN.

Notary Public, State of Texas

JAMES R. GOLDRICK
Notary Public, State of Texas
My Commission Expires
AUGUST 08, 2016

EXHIBIT "A"

Being a 1.4504 acre tract of land out of the W.R. WILLIAMS SURVEY, ABSTRACT NO. 665, in Williamson County, Texas, being the same tract described in Volume 366, Page 402, Deed Records of Williamson County, Texas, save and except a 0.009 acre tract conveyed to the State of Texas in Volume 513, Page 240, Deed Records of Williamson County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at an iron pipe found on the North right-of-way of U.S. Highway 79 at the Southwest corner of a tract conveyed to Steffek in Volume 1553, Page 482, Deed Records of Williamson County, Texas, for the Southeast corner of this tract and the POINT OF BEGINNING.

THENCE S 89° 12' 15' W, with the North right-of-way of U.S. Highway 79, 251.97 feet to an iron pin set at the East corner of said 0.009 acre tract;

THENCE N 61° 15' 25" W, with the North line of said 0.009 acre tract, 45.34 feet to a concrete highway monument found at the intersection of the North right-of-way of U.S. Highway 79 and the East right-of-way of Loop 427 for the Southwest corner of this tract;

THENCE N 15° 30'00" W, with the East right-of-way of Loop 427, 277.81 feet to an iron pipe found at the Southwest corner of a tract conveyed to Taylor Housing Project in Volume 1894, Page 526 of the Deed Records of Williamson County, Texas, for the Northwest corner of this tract;

THENCE S 66°21'43" E, with the South line of said Taylor Housing Project tract, 381.66 feet to an iron pipe found at the Northwest corner of said Steffek tract for the Northeast corner of this tract;

THENCE S 06°59'17"E, with the West line of said Steffek tract, 133.97 feet to the POINT OF BEGINNING and containing 1.4505 acre more or less.

2014104188
Electronically Recorded
OFFICIAL PUBLIC RECORDS

Nancy E. Rister

Nancy E. Rister, County Clerk
12/31/2014 1:54 PM
Pages: 4 Fee: $ 33.00
Williamson County Texas

EXHIBIT B

<u>Proposed Conditions of Operation</u>

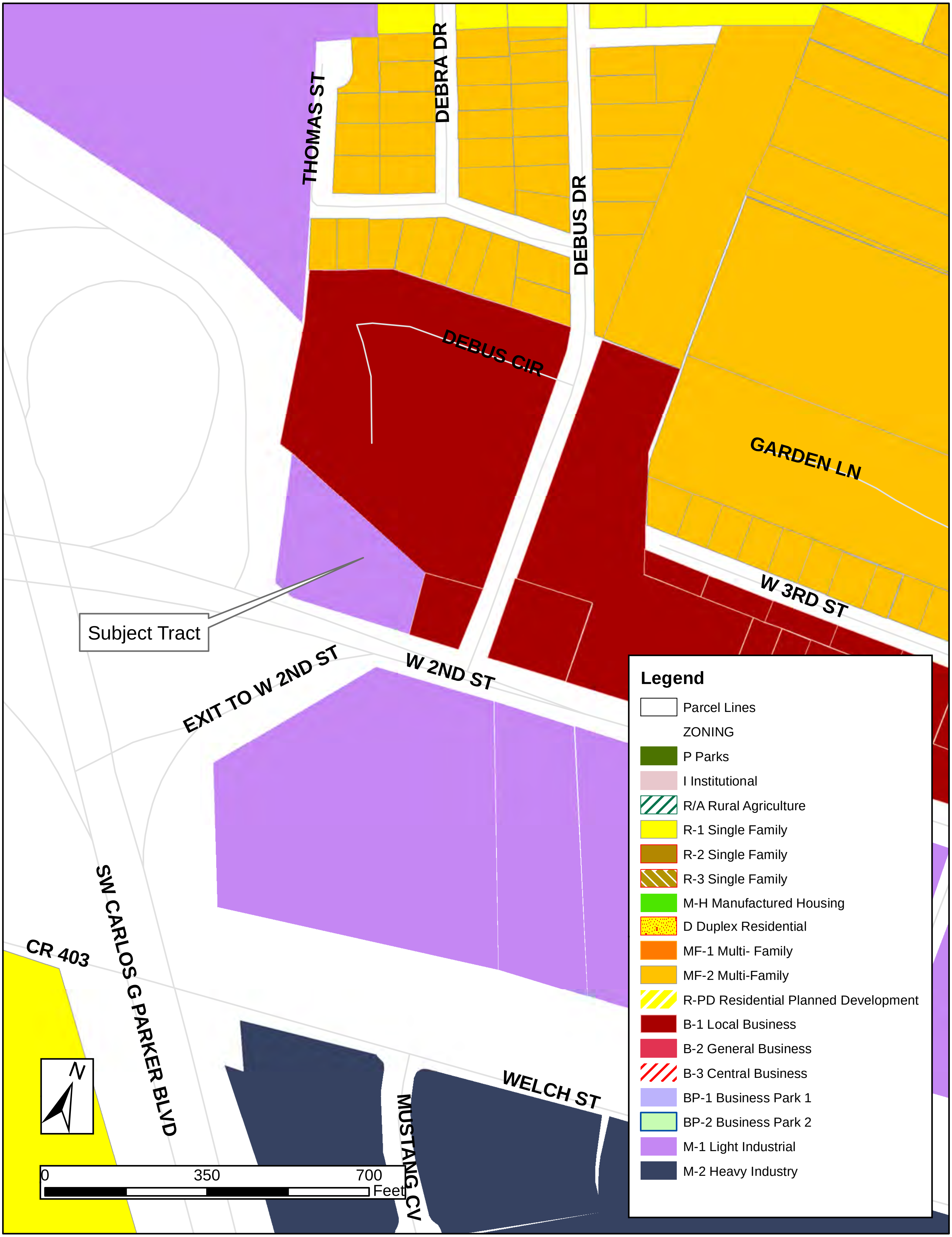
1. <u>Applicability</u> - The Specific Use Permit shall be for Eric and/or Dana Moehnke (Owner of Property and/or business to be known as Taylor'd Flowers For You, LLC) to perform the "Florist Shop" use located on, and within approximately 1,500 square feet of the existing site features of the property, per these Conditions. No changes or improvements are proposed.

2. <u>Expiration</u> - The Specific Use Permit shall cease to be valid when/if Eric and/or Dana Moehnke is no longer the property tenant, Owner, or operator of the business known as Taylor'd Flowers For You, LLC conducting the "Florist Ship" use on or within the property.

3. <u>Hours of Operation</u> – Monday thru Friday, 9:00 a.m. – 5:00 p.m. Saturday hours during holiday season to be determined.

4. All applicable Zoning Ordinance, Building Code, and Fire Code requirements for the establishment of the "Florist Ship" use shall be met during the Certificate of Occupancy process.

THOMAS ST
DEBRA DR
DEBUS CIR
NW CARLOS G PARKER BLVD
DEBUS DR
W 3RD ST
Subject Property
W 2ND ST
EXIT TO W 2ND ST
SW CARLOS G PARKER BLVD
TRAVIS ST
FRANKLIN ST
CR 403
MUSTANG CV
WELCH ST
N
0
315
630
Feet


THOMAS ST
DEBRA DR
DEBUS DR
DEBUS CIR
GARDEN LN
W 3RD ST
W 2ND ST
EXIT TO W 2ND ST
Subject Tract
SW CARLOS G PARKER BLVD
CR 403
WELCH ST
MUSTANG CV
N
0
350
700
Feet
Legend
Parcel Lines
ZONING
P Parks
I Institutional
R/A Rural Agriculture
R-1 Single Family
R-2 Single Family
R-3 Single Family
M-H Manufactured Housing
D Duplex Residential
MF-1 Multi- Family
MF-2 Multi-Family
R-PD Residential Planned Development
B-1 Local Business
B-2 General Business
B-3 Central Business
BP-1 Business Park 1
BP-2 Business Park 2
M-1 Light Industrial
M-2 Heavy Industry

City Council Meeting
January 11, 2018
Transmittal

STRATEGIC PILLAR

☐ Streets/Infrastructure

☐ Quality of Life

☒ Economic Vitality

Agenda Item #: **4**

Agenda Title: Approve Ordinance 2017-33 regarding a request for voluntary annexation of 88.95 acres in the H. & T.B.RR Survey, Abstract No. 315, M. Dentler Survey, Abstract No. 211 and the George M. Reese Survey, Abstract 533.

Council Action to be taken: Approve Ordinance 2017-33 by consent

Department Submitted: Development Services

Staff Contact: Ashley Lumpkin, AICP, Director

1. PURPOSE/DESCRIPTION

The purpose of this item is to approve Ordinance 2017-33 adding 88.95 acres of land from the extra territorial jurisdiction, at the request of the Hafernik Farm Group and Billie G. Miller.

2. STAFF ANALYSIS AND RECOMMENDATION (Why and How)

On July 14, 2017, Vernon Hafernik, on behalf of the Hafernik Farm Group, requested voluntary annexation. The property is approximately 69.91 acres. Billie G Miller also requested annexation of the 18.98 acre tract of land under her ownership. Both tracts of land are located at southwest of the southwest of Carlos G. Parker Blvd. and FM973.

Staff recommends approval of Ordinance 2017-33 as presented.

3. FUNDING SOURCE

N/A

4. TIMELINE CONSIDERATIONS

The rezoning and initial zoning request in Item 5 is associated with this request. Should this request not be approved, it is requested that Item 5 is also pulled from the agenda.

5. OTHER OPTIONS (In order of preference)

6. ATTACHMENTS

4a. Ordinance 2017-33
4b. Field Notes and survey
4c. Annexation Petition
4d. Presentation

ORDINANCE 2017-33

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; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Taylor, Texas is a Home Rule City as defined by the TEXAS LOCAL GOVERNMENT CODE (hereinafter referred to as "LGC"); and

WHEREAS, an area to be annexed more fully described in Exhibit "A" attached hereto and incorporated by reference herein for all purposes is located within the extraterritorial jurisdiction of and is lying and is adjacent to the present corporate limits of the City or Taylor, Texas("Area"); and

WHEREAS, under LGC, the Taylor, Texas City Charter, and other applicable provisions of Texas law, the City of Taylor, Texas and the Taylor City Council as the governing body of the municipality is authorized to annex the Area; and

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

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

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

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

WHEREAS, institution of annexation proceedings and the presentation and introduction of this Ordinance in such forms as it may be finally passed occurred within the periods of time and methods prescribed by law,

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

SECTION 1.

The above and foregoing preamble is true and correct and is incorporated herein and made a part hereof for all purposes.

SECTION 2.

That the hereinafter described tract of land (Area) which lies within Williamson County, Texas and is within the extraterritorial limits of, is adjacent to and is contiguous to the present corporate limits of the City of Taylor, Texas is hereby annexed to the City or Taylor, Texas for all municipal purposes and the corporate lines and limits of the City of Taylor, Texas are hereby extended to include the Area, which is more particularly described by metes and bounds in Exhibit "A".

SECTION 3.

That the Area annexed herein shall bear its pro-rata part of the taxes assessed by the City of Taylor, Texas.

SECTION 4.

That the inhabitants of the Area hereby annexed to the City of Taylor, Texas shall be entitled to all the rights and privileges of the citizens of the City of Taylor, Texas and shall be bound by the acts, ordinances, codes, resolutions and regulations of the City of Taylor, Texas.

SECTION 5.

It is not the intention of the City of Taylor, Texas to annex any territory or area not legally subject to annexation by the City, and should any portion of the above-described Area not be subject to legal annexation by the City of Taylor, Texas such fact shall not prevent the City from annexing such Area, above- described, which is subject to legal annexation by the City, and it is the intention of the City to annex only such territory or area that it may legally annex within the limits of the above-described Area.

SECTION 6.

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

SECTION 7.

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

SECTION 8.

The City Clerk of the City of Taylor, Texas is hereby directed to engross and enroll this Ordinance by copying the exact Caption and the Effective Date clause in the minutes of the City Council of the City of Taylor, Texas and by filing this Ordinance in the Ordinance records of the City.

SECTION 9.

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

In accordance with Article VIII, Section 1, of the City Charter, Ordinance No. 2017-33 was introduced before the Taylor City Council on the 14th day of December, 2017.

PASSED, APPROVED and ADOPTED this the____day of January, 2018.

____
Brandt Rydell, 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. 2017-33 passed and approved by the City Council of the City of Taylor, Texas, on the ___ day of December 14, 2017, 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 January, 2018.

____
Susan Brock
City Clerk

LEGAL DESCRIPTION:

BEING 69.97 ACRES OF LAND OUT OF THE H. & T.B.RR. SURVEY, ABSTRACT 315, M. DENTLER SURVEY, ABSTRACT 211, AND GEORGE M. REESE SURVEY, ABSTRACT 533, WILLIAMSON COUNTY, TEXAS. BEING A PORTION OF THAT CERTAIN 150 ACRE TRACT, CONVEYED TO JOHN FRED HAFERNIK ET. AL. RECORDED IN DOCUMENT 2011036448 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. THE SAID 69.97 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT AN IRON ROD FOUND IN THE WESTERLY RIGHT-OF-WAY LINE OF FARM TO MARKET 973, BEING THE SOUTHEAST CORNER OF THE BILLIE G. MILLER, ET. AL. TRACT RECORDED IN DOCUMENT 2010074538 , OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, ALSO BEING THE **POINT OF BEGINNING** AND THE NORTHEAST CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE SOUTH 44°27'04" WEST, ALONG THE SAID WESTERLY RIGHT-OF-WAY LINE AND THE EAST LINE OF THE HEREIN DESCRIBED TRACT, FOR A DISTANCE OF **2,760.45 FEET** TO AN IRON ROD FOUND IN THE SAID WESTERLY RIGHT-OF-WAY LINE, BEING THE NORTHEAST CORNER OF A TRACT CONVEYED TO EUGENE MUNDKOWSKY RECORDED IN VOLUME 837, PAGE 121, DEED RECORDS, WILLIAMSON COUNTY, TEXAS (W.C.A.D. SHOWS CURRENT OWNER AS LINDA ROZNOVAK, DENNIS MUNDKOWSKY AND RONALD MUNDKOWSKY WITH NO DEED INFORMATION), ALSO BEING THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 82°26'22" WEST, ALONG THE NORTH LINE OF MUNDKOWSKY TRACT AND THE SOUTH LINE OF THE HEREIN DESCRIBED TRACT, FOR A DISTANCE OF **347.70 FEET** TO AN IRON ROD FOUND IN THE EAST LINE OF A TRACT CONVEYED TO ALAN C. TEICHELMAN AND SUSAN KAYE SCHAEFER RECORDED IN DOCUMENT 2016002249, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, BEING THE NORTHWEST CORNER OF SAID MUNDKOWSKY TRACT AND THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 01°52'07" EAST, ALONG THE EAST LINE OF SAID TEICHELMAN AND SCHAEFER TRACT AND THE WEST LINE OF THE HEREIN DESCRIBED TRACT, FOR A DISTANCE OF **2323.70 FEET** TO A CONCRETE MONUMENT FOUND IN THE EAST LINE OF SAID TEICHELMAN AND SCHAEFER TRACT, ALSO BEING THE SOUTHWEST CORNER OF A TRACT CONVEYED TO JULIUS CHARLES STELZER, III RECORDED IN DOCUMENT 2008077958, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS AND BEING THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE ALONG THE SOUTH LINES OF SAID STELZER TRACT, A TRACT CONVEYED TO WILLIAM LYN DAVIS, III RECORDED IN DOCUMENT 1996038661, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AND SAID BILLIE G. MILLER TRACT, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1) **SOUTH 82°36'18" EAST**, FOR A DISTANCE OF **1916.08 FEET** TO A CONCRETE MONUMENT FOUND;
2) **SOUTH 21°47'09" EAST**, FOR A DISTANCE OF **126.85 FEET** TO A CONCRETE MONUMENT FOUND;
3) **SOUTH 82°33'45" EAST**, FOR A DISTANCE OF **256.99 FEET** TO THE **POINT OF BEGINNING** AND CONTAINING 69.97 ACRES, MORE OR LESS.

NOTES:

1.) BEARING BASIS OF THE CONTROL POINTS LISTED HEREON IS BASED ON THE NAD 83 CONTROL DATUM, GEOID MODEL 12B, TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, AND NAVD 88 VERTICAL CONTROL DATUM, ALL COORDINATES AND DISTANCES SHOWN AND LISTED ARE RELATIVE TO TEXAS CENTRAL ZONE GRID.

SURVEYOR'S CERTIFICATE

THE UNDERSIGNED, BEING A REGISTERED SURVEYOR OF THE STATE OF TEXAS DOES HEREBY CERTIFY THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY ON THE GROUND, AND UNDER MY DIRECTION AND SUPERVISION, AND THAT ALL CORNERS ARE MARKED AS DESCRIBED.

08-03-17

TIMOTHY E. HAYNIE,
TEXAS REGISTERED PROFESSIONAL LAND
SURVEYOR NO. 2380

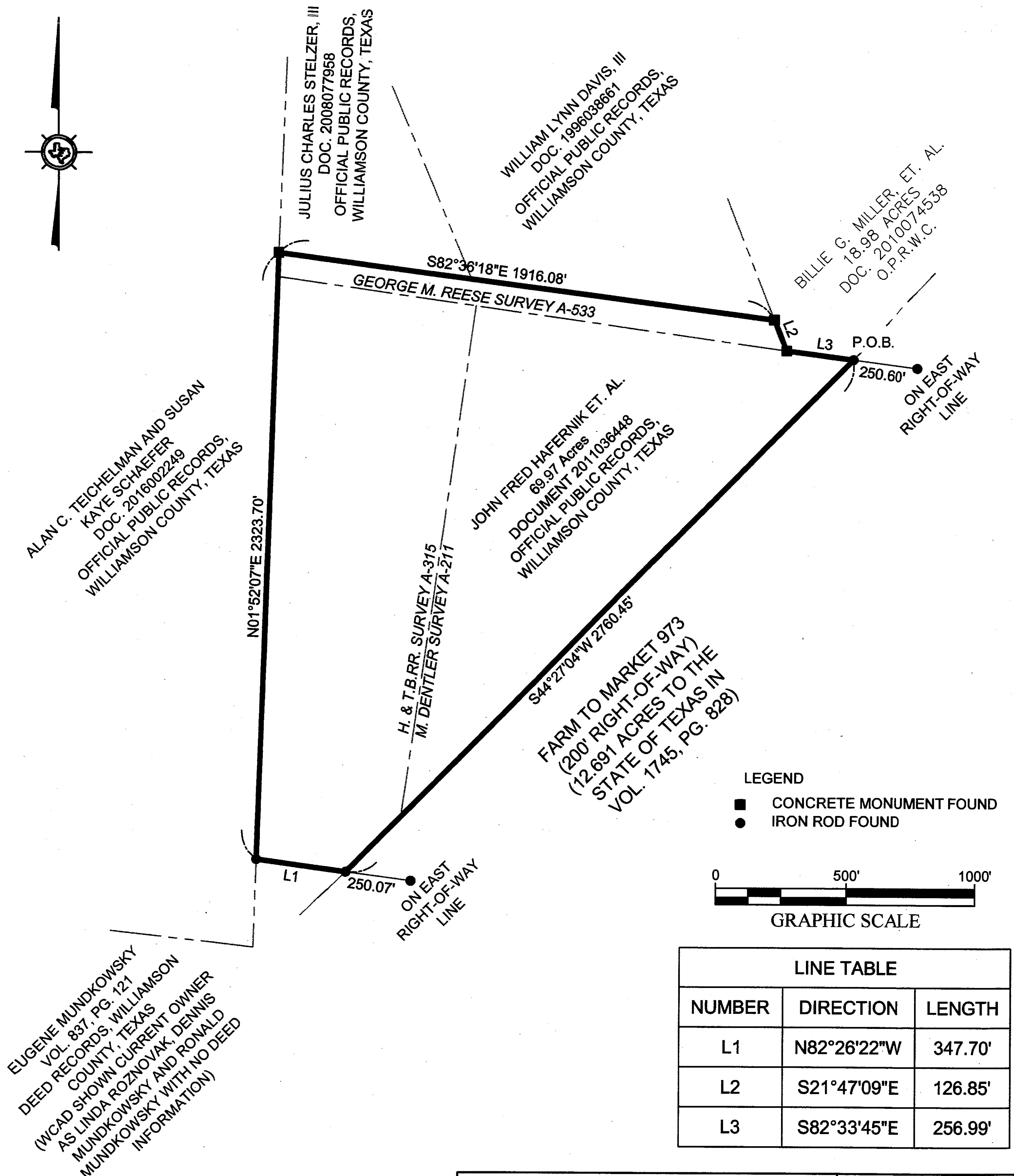
STATE OF TEXAS
REGISTERED
TIMOTHY E. HAYNIE
2380
PROFESSIONAL
LAND SURVEYOR

EXHIBIT "A"

FIELD NOTES TO ACCOMPANY SKETCH FOR
PROPOSED SUNDANCE OVERALL BOUNDARY
IN TAYLOR,WILLIAMSON COUNTY, TEXAS

HAYNIE
CONSULTING, INC.
Civil Engineers and Land Surveyors
1010 Provident Lane
Round Rock, Texas 78664-3276
Ph: 512-837-2446 Fax: 512-837-9463
TBPE FIRM # F-002411, TBPLS FIRM # 100250-00

JOB NUMBER:	783-17-02
JOB DATE:	2017-04-11
SCALE:	1"=500'
TECH:	J.WARREN
CHECKED BY:	B.JONES
SHEET:	1 OF 2



LINE TABLE		
NUMBER	DIRECTION	LENGTH
L1	N82°26'22"W	347.70'
L2	S21°47'09"E	126.85'
L3	S82°33'45"E	256.99'

EXHIBIT "A"

SKETCH TO ACCOMPANY FIELD NOTES FOR PROPOSED SUNDANCE OVERALL BOUNDARY IN TAYLOR, WILLIAMSON COUNTY, TEXAS

HAYNIE CONSULTING, INC.
Civil Engineers and Land Surveyors
1010 Provident Lane
Round Rock, Texas 78664-3276
Ph: 512-837-2446 Fax: 512-837-9463
TBPE FIRM # F-002411, TBPLS FIRM # 100250-00

JOB NUMBER:	783-17-02
JOB DATE:	2017-04-11
SCALE:	1"=500'
TECH:	J.WARREN
CHECKED BY:	B.JONES
SHEET:	2 OF 2

X:\783 SUNDANCE CANYON\783-17-02 TAYLOR\DWG\EXHIBITS\783-Taylor Sundance Overall Exhibit.dwg Aug 03, 17 12:37 pm

ANNEXATION EXHIBIT 'A'

METES AND BOUNDS DESCRIPTION

FOR AN 18.98 ACRE TRACT OF LAND OUT OF THE GEORGE M. SURVEY, ABSTRACT NO. 533, SITUATED IN WILLIAMSON COUNTY, TEXAS, AND SAME TRACT OF LAND BEING A REMAINING PORTION OF THOSE CERTAIN TRACTS OF LAND CONVEYED TO BILLIE G. MILLER ET AL IN DOCUMENT NO. 2010074538, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.), SAID 18.98 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod found in the northwest right-of-way of Farm to Market (F.M.) Road 973, being the most westerly corner of a called 137.309 acre tract conveyed to Pamela M. Grace, et al in document number 2017027446, O.P.R.W.C., also being the most southerly point, and the **POINT OF BEGINNING,** of herein described tract;

THENCE, along the north line of said called 137.309 acre tract, being also the south line of herein described tract, N 82°33'44" W, a distance of 256.99 feet to a concrete monument found at an interior corner of said called 137.309 acre tract, being also the southwest corner of herein described tract;

THENCE, along the west line of herein described tract, N 21°26'46" W, passing at a distance of 126.85 feet a concrete monument found at an angle point in said north line of called 137.309 acre tract, and continuing along said west line, being also the east line of a called 84 acre tract by Williamson County Appraisal District (W.C.A.D.) conveyed to William Lynn Davis III in document number 9638661 O.P.R.W.C., for a total distance of 1366.93 feet to a calculated point for the northwest corner of herein described tract, and being the southwest corner of a called Tract 2 conveyed to William Lynn Davis III in document number 1996038661 O.P.R.W.C.;

THENCE, along the south line of said Tract 2, being also the north line of herein described tract, S 88°54'41" E, a distance of 832.83 feet to a calculated point for the northeast corner of herein described tract, being also the southeast corner of said Tract 2 and the southwest corner of a called Tract 1 conveyed to William Lynn Davis III in document number 1996038661 O.P.R.W.C.;

THENCE, along the east line of herein described tract, being the approximate city limits of the City of Taylor, Texas, also being the west line of the remainder of the said Miller tract, called 10.11 acres by W.C.A.D., S 07°46'35" E, a distance of 1072.13 feet to a calculated point in said northwest right-of-way of F.M. 973;

THENCE, along said right-of-way, S 44°27'04" W, a distance of 318.63 feet to the **POINT OF BEGINNING**, and containing 18.98 acres, more or less.

THIS DOCUMENT WAS PREPARED UNDER 22 TAC § 663.21, FOR THE PURPOSE OF ANNEXATION CONSIDERATION, AND DOES REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, TOGETHER WITH RECORD INFORMATION, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITCAL SUBDIVISION FOR WHICH IT WAS PREPARED.

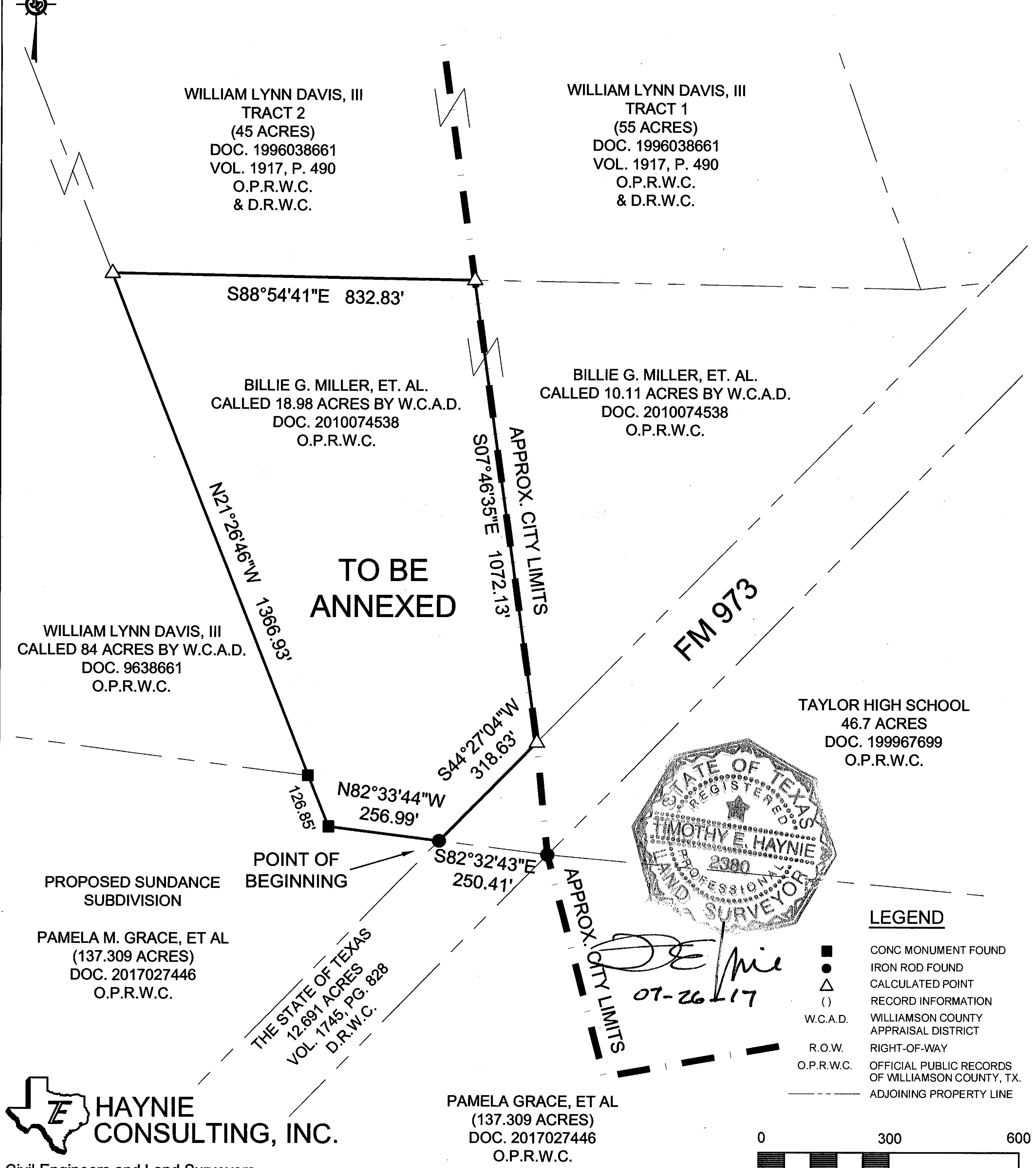
07-26-17
DATE

TIMOTHY E. HAYNIE
R.P.L.S. NO. 2380, STATE OF TEXAS
HAYNIE CONSULTING,INC.
ENGINEERS – SURVEYORS
1010 PROVIDENT LANE
ROUND ROCK, TEXAS 78664
TBPLS FIRM NO. 100250-00

STATE OF TEXAS
REGISTERED
TIMOTHY E. HAYNIE
2380
PROFESSIONAL
LAND SURVEYOR

ANNEXATION EXHIBIT 'A'

AN 18.98 ACRE TRACT OUT OF THE GEORGE M. REESE SURVEY, ABSTRACT NO. 533, RECORDED IN DOCUMENT NO. 2010074538, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS TO ACCOMPANY FIELD NOTE DESCRIPTION



X:\783 SUNDANCE CANYON\783-17-02 TAYLOR\DWG\ANNEXATION SURVEY\DWG\783-17-02 Annexation Survey.dwg Jul 26, 17 2:00 pm

HAYNIE CONSULTING, INC.

Civil Engineers and Land Surveyors
1010 Provident Lane
Round Rock, Texas 78664-3276
Ph. 512-837-2446 Fax 512-837-9463

NOTE:
BEARING BASIS OF THE SURVEY SHOWN HEREON IS PROVIDED BY LCRA GPS SUB-HARN DATA AND IS REFERENCED TO THE NAD 83 CONTROL DATUM, TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, AND NAVD 88 VERTICAL CONTROL DATUM.

DRAWN BY : KS DATE: 7/26/2017 SHEET 3 OF 3

EXHIBIT "B"

2017 ANNEXATION SERVICE PLAN

The following is a plan whereby City services will be provided to a territory proposed to be annexed, being approximately 88.95 acres of land, located primarily adjacent to the present City limits. The services will be provided to the area according to the following plan upon annexation.

FIRE

Fire suppression will be available to the area upon annexation. Adequate fire suppression activities can be provided to the annexed area within current budget appropriation. Fire prevention activities will be provided by the Taylor Fire Department as needed.

POLICE

Upon annexation, the City of Taylor Police Department will extend regular and routine patrols to the annexed area. Implementation of police patrol activities can be accommodated within the current budget and staff appropriation.

EMERGENCY MEDICAL SERVICES

Emergency Medical Services will be provided by Williamson County EMS and the City of Taylor Fire Department as needed in accordance with City policies and state laws.

BUILDING INSPECTION

Building inspection, permit issuance, and code enforcement according to applicable codes and law will be conducted by the City upon annexation.

PLANNING AND ZONING

City development ordinances will apply upon annexation and the City will provide the administrative services pertaining to planning, zoning, development and routine City Code enforcement service by present personnel, equipment and facilities.

PARKS AND RECREATION

Upon annexation, current City parks and recreation facilities will be available to residents of the annexed area.

LIBRARY

Upon annexation City library use will be available to residents of the annexed area according to rules promulgated by the City for library use.

HEALTH DEPARTMENT- HEALTH CODE ENFORCEMENT SERVICE

The Williamson County and Cities Health District and the City provide enforcement of the City health ordinances and regulations and the enforcement will apply upon annexation.

STREETS AND RIGHTS OF WAY

Maintenance of annexed streets and rights of way, as appropriate, will include emergency maintenance, repairs of hazardous potholes, and measures necessary for traffic, flow; routine maintenance presently performed within the City; reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other improvements as needed and determined by the City under City policies; installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need is established by appropriate study and traffic standards and City policy; installation and maintenance of street lighting in accordance with established City policies.

WATER SERVICE AND MAINTENANCE OF WATER FACILITIES

Water service will be provided in accordance with the applicable codes and departmental policy. Inspection of water distribution lines will be provided under the statutes of the State of Texas. Water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City and subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. Water services will be provided to the annexed area at the expense of the developer thereof in accordance with the then current development standards and subdivision regulations of the City.

SANITARY SEWER SERVICE AND MAINTENANCE

Sanitary sewer service will be provided in accordance with applicable codes and departmental policy as development occurs within the annexation area. Sewer service will be provided by the City utility department on the same terms, conditions, and requirements applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations, and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its policies. Sanitary sewer services will be provided to the annexed area at the expense of the developer thereof in accordance with the then current development standards and subdivision regulation of the City.

SOLID WASTE SERVICES

Solid waste collection and services now provided to the citizens of the City will be provided in accordance with applicable ordinances, policies and laws.

CAPITAL IMPROVEMENTS

No capital improvements are planned for the annexed area but if any are undertaken they will be initiated and substantially completed according to City policies and State law.

OTHER SERVICES

The annexed area will be provided a level of services, infrastructure, and infrastructure maintenance that is comparable to the level of service, infrastructure, and infrastructure maintenance in other parts of the City that is comparable to the level of services, infrastructure, and infrastructure maintenance available in other parts of the City with topography, land use, and population density similar to those reasonably contemplated or projected in the annexed area and as required by law.

LEGAL DESCRIPTION:

BEING 69.97 ACRES OF LAND OUT OF THE H. & T.B.RR. SURVEY, ABSTRACT 315, M. DENTLER SURVEY, ABSTRACT 211, AND GEORGE M. REESE SURVEY, ABSTRACT 533, WILLIAMSON COUNTY, TEXAS. BEING A PORTION OF THAT CERTAIN 150 ACRE TRACT, CONVEYED TO JOHN FRED HAFERNIK ET. AL. RECORDED IN DOCUMENT 2011036448 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. THE SAID 69.97 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT AN IRON ROD FOUND IN THE WESTERLY RIGHT-OF-WAY LINE OF FARM TO MARKET 973, BEING THE SOUTHEAST CORNER OF THE BILLIE G. MILLER, ET. AL. TRACT RECORDED IN DOCUMENT 2010074538 , OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, ALSO BEING THE **POINT OF BEGINNING** AND THE NORTHEAST CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE SOUTH 44°27'04" WEST, ALONG THE SAID WESTERLY RIGHT-OF-WAY LINE AND THE EAST LINE OF THE HEREIN DESCRIBED TRACT, FOR A DISTANCE OF **2,760.45 FEET** TO AN IRON ROD FOUND IN THE SAID WESTERLY RIGHT-OF-WAY LINE, BEING THE NORTHEAST CORNER OF A TRACT CONVEYED TO EUGENE MUNDKOWSKY RECORDED IN VOLUME 837, PAGE 121, DEED RECORDS, WILLIAMSON COUNTY, TEXAS (W.C.A.D. SHOWS CURRENT OWNER AS LINDA ROZNOVAK, DENNIS MUNDKOWSKY AND RONALD MUNDKOWSKY WITH NO DEED INFORMATION), ALSO BEING THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 82°26'22" WEST, ALONG THE NORTH LINE OF MUNDKOWSKY TRACT AND THE SOUTH LINE OF THE HEREIN DESCRIBED TRACT, FOR A DISTANCE OF **347.70 FEET** TO AN IRON ROD FOUND IN THE EAST LINE OF A TRACT CONVEYED TO ALAN C. TEICHELMAN AND SUSAN KAYE SCHAEFER RECORDED IN DOCUMENT 2016002249, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, BEING THE NORTHWEST CORNER OF SAID MUNDKOWSKY TRACT AND THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 01°52'07" EAST, ALONG THE EAST LINE OF SAID TEICHELMAN AND SCHAEFER TRACT AND THE WEST LINE OF THE HEREIN DESCRIBED TRACT, FOR A DISTANCE OF **2323.70 FEET** TO A CONCRETE MONUMENT FOUND IN THE EAST LINE OF SAID TEICHELMAN AND SCHAEFER TRACT, ALSO BEING THE SOUTHWEST CORNER OF A TRACT CONVEYED TO JULIUS CHARLES STELZER, III RECORDED IN DOCUMENT 2008077958, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS AND BEING THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE ALONG THE SOUTH LINES OF SAID STELZER TRACT, A TRACT CONVEYED TO WILLIAM LYN DAVIS, III RECORDED IN DOCUMENT 1996038661, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AND SAID BILLIE G. MILLER TRACT, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1) **SOUTH 82°36'18" EAST**, FOR A DISTANCE OF **1916.08 FEET** TO A CONCRETE MONUMENT FOUND;
2) **SOUTH 21°47'09" EAST**, FOR A DISTANCE OF **126.85 FEET** TO A CONCRETE MONUMENT FOUND;
3) **SOUTH 82°33'45" EAST**, FOR A DISTANCE OF **256.99 FEET** TO THE **POINT OF BEGINNING** AND CONTAINING 69.97 ACRES, MORE OR LESS.

NOTES:

1.) BEARING BASIS OF THE CONTROL POINTS LISTED HEREON IS BASED ON THE NAD 83 CONTROL DATUM, GEOID MODEL 12B, TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, AND NAVD 88 VERTICAL CONTROL DATUM, ALL COORDINATES AND DISTANCES SHOWN AND LISTED ARE RELATIVE TO TEXAS CENTRAL ZONE GRID.

SURVEYOR'S CERTIFICATE

THE UNDERSIGNED, BEING A REGISTERED SURVEYOR OF THE STATE OF TEXAS DOES HEREBY CERTIFY THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY ON THE GROUND, AND UNDER MY DIRECTION AND SUPERVISION, AND THAT ALL CORNERS ARE MARKED AS DESCRIBED.

08-03-17

TIMOTHY E. HAYNIE,
TEXAS REGISTERED PROFESSIONAL LAND
SURVEYOR NO. 2380

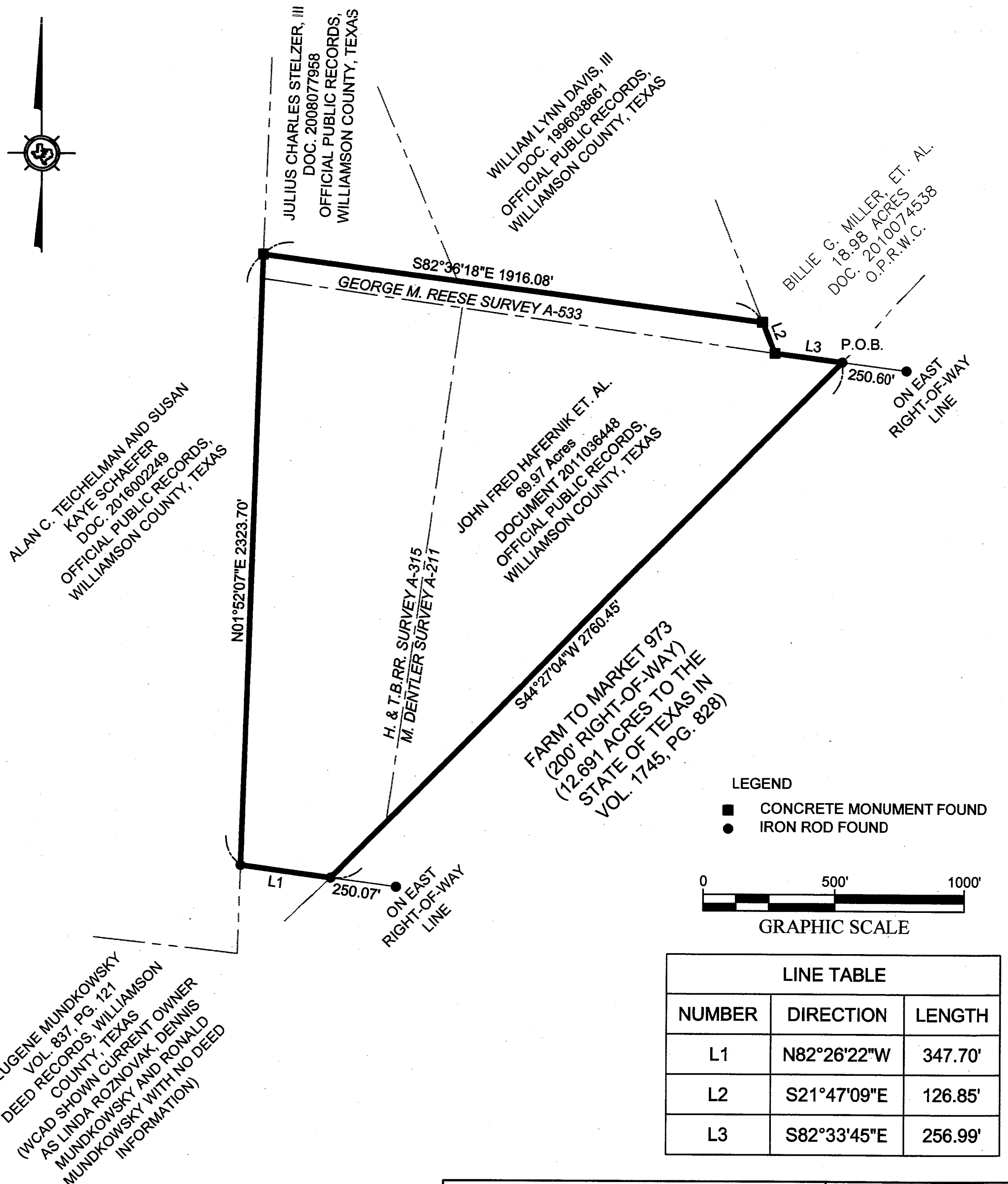
STATE OF TEXAS
REGISTERED
TIMOTHY E. HAYNIE
2380
PROFESSIONAL
LAND SURVEYOR

EXHIBIT "A"

FIELD NOTES TO ACCOMPANY SKETCH FOR
PROPOSED SUNDANCE OVERALL BOUNDARY
IN TAYLOR,WILLIAMSON COUNTY, TEXAS

HAYNIE
CONSULTING, INC.
Civil Engineers and Land Surveyors
1010 Provident Lane
Round Rock, Texas 78664-3276
Ph: 512-837-2446 Fax: 512-837-9463
TBPE FIRM # F-002411, TBPLS FIRM # 100250-00

JOB NUMBER:	783-17-02
JOB DATE:	2017-04-11
SCALE:	1"=500'
TECH:	J.WARREN
CHECKED BY:	B.JONES
SHEET:	1 OF 2



LINE TABLE		
NUMBER	DIRECTION	LENGTH
L1	N82°26'22"W	347.70'
L2	S21°47'09"E	126.85'
L3	S82°33'45"E	256.99'

EXHIBIT "A"

SKETCH TO ACCOMPANY FIELD NOTES FOR PROPOSED SUNDANCE OVERALL BOUNDARY IN TAYLOR, WILLIAMSON COUNTY, TEXAS

HAYNIE CONSULTING, INC.
Civil Engineers and Land Surveyors
1010 Provident Lane
Round Rock, Texas 78664-3276
Ph: 512-837-2446 Fax: 512-837-9463
TBPE FIRM # F-002411, TBPLS FIRM # 100250-00

JOB NUMBER:	783-17-02
JOB DATE:	2017-04-11
SCALE:	1"=500'
TECH:	J.WARREN
CHECKED BY:	B.JONES
SHEET:	2 OF 2

ANNEXATION EXHIBIT 'A'

METES AND BOUNDS DESCRIPTION

FOR AN 18.98 ACRE TRACT OF LAND OUT OF THE GEORGE M. SURVEY, ABSTRACT NO. 533, SITUATED IN WILLIAMSON COUNTY, TEXAS, AND SAME TRACT OF LAND BEING A REMAINING PORTION OF THOSE CERTAIN TRACTS OF LAND CONVEYED TO BILLIE G. MILLER ET AL IN DOCUMENT NO. 2010074538, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.), SAID 18.98 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod found in the northwest right-of-way of Farm to Market (F.M.) Road 973, being the most westerly corner of a called 137.309 acre tract conveyed to Pamela M. Grace, et al in document number 2017027446, O.P.R.W.C., also being the most southerly point, and the **POINT OF BEGINNING,** of herein described tract;

THENCE, along the north line of said called 137.309 acre tract, being also the south line of herein described tract, N 82°33'44" W, a distance of 256.99 feet to a concrete monument found at an interior corner of said called 137.309 acre tract, being also the southwest corner of herein described tract;

THENCE, along the west line of herein described tract, N 21°26'46" W, passing at a distance of 126.85 feet a concrete monument found at an angle point in said north line of called 137.309 acre tract, and continuing along said west line, being also the east line of a called 84 acre tract by Williamson County Appraisal District (W.C.A.D.) conveyed to William Lynn Davis III in document number 9638661 O.P.R.W.C., for a total distance of 1366.93 feet to a calculated point for the northwest corner of herein described tract, and being the southwest corner of a called Tract 2 conveyed to William Lynn Davis III in document number 1996038661 O.P.R.W.C.;

THENCE, along the south line of said Tract 2, being also the north line of herein described tract, S 88°54'41" E, a distance of 832.83 feet to a calculated point for the northeast corner of herein described tract, being also the southeast corner of said Tract 2 and the southwest corner of a called Tract 1 conveyed to William Lynn Davis III in document number 1996038661 O.P.R.W.C.;

THENCE, along the east line of herein described tract, being the approximate city limits of the City of Taylor, Texas, also being the west line of the remainder of the said Miller tract, called 10.11 acres by W.C.A.D., S 07°46'35" E, a distance of 1072.13 feet to a calculated point in said northwest right-of-way of F.M. 973;

THENCE, along said right-of-way, S 44°27'04" W, a distance of 318.63 feet to the **POINT OF BEGINNING**, and containing 18.98 acres, more or less.

THIS DOCUMENT WAS PREPARED UNDER 22 TAC § 663.21, FOR THE PURPOSE OF ANNEXATION CONSIDERATION, AND DOES REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, TOGETHER WITH RECORD INFORMATION, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITCAL SUBDIVISION FOR WHICH IT WAS PREPARED.

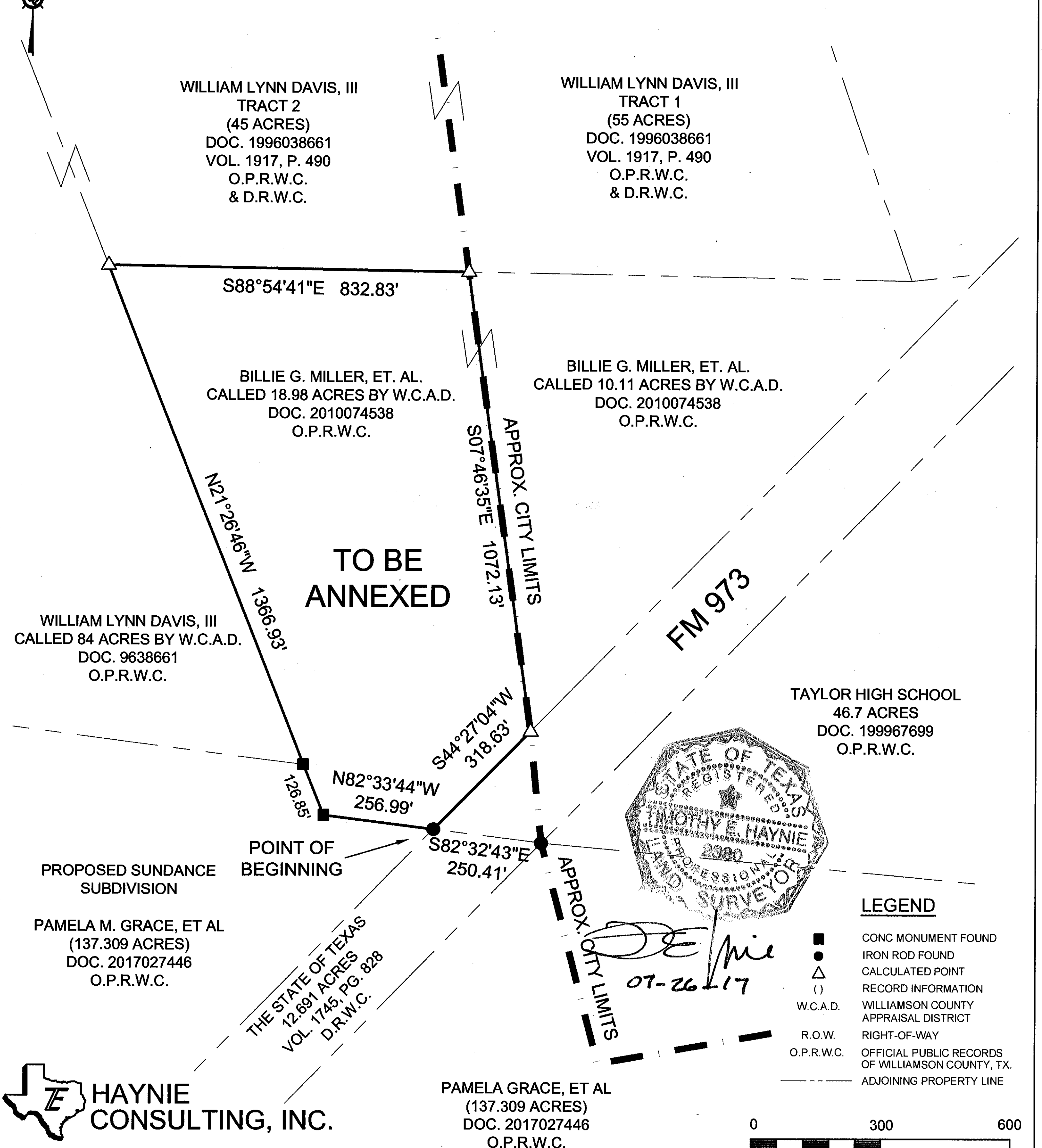
07-26-17
DATE

TIMOTHY E. HAYNIE
R.P.L.S. NO. 2380, STATE OF TEXAS
HAYNIE CONSULTING,INC.
ENGINEERS – SURVEYORS
1010 PROVIDENT LANE
ROUND ROCK, TEXAS 78664
TBPLS FIRM NO. 100250-00

STATE OF TEXAS
REGISTERED
TIMOTHY E. HAYNIE
2380
PROFESSIONAL
LAND SURVEYOR

ANNEXATION EXHIBIT 'A'

AN 18.98 ACRE TRACT OUT OF THE GEORGE M. REESE SURVEY, ABSTRACT NO. 533, RECORDED IN DOCUMENT NO. 2010074538, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
TO ACCOMPANY FIELD NOTE DESCRIPTION



X:\1783 SUNDANCE CANYON\1783-17-02 TAYLOR\DWG\ANNEXATION SURVEY\DWG\1783-17-02 Annexation Survey.dwg Jul 26, 17 2:00 pm

HAYNIE CONSULTING, INC.

Civil Engineers and Land Surveyors
1010 Provident Lane
Round Rock, Texas 78664-3276
Ph. 512-837-2446 Fax 512-837-9463

NOTE:
BEARING BASIS OF THE SURVEY SHOWN HEREON IS PROVIDED BY LCRA GPS SUB-HARN DATA AND IS REFERENCED TO THE NAD 83 CONTROL DATUM, TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, AND NAVD 88 VERTICAL CONTROL DATUM.

DRAWN BY : KS DATE: 7/26/2017

ANNEXATION OR CITY LIMITS EXTENSION

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

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

We hereby certify, under oath, that:
WE ARE THE TRUE AND ONLY OWNERS OF THE ABOVE DESCRIBED TRACT OF LAND, as conveyed to us in Deed(s) recorded as Document No.______, Official Public Records of Williamson County, or in Volume_____ Page _____, Deed Records of Williamson County.

Hafernik Farm Group by, Rose Marie Hafernik Apel
Owner(s) Co Managing Director

SUBSCRIBED AND SWORN TO BEFORE ME, a notary public, by Rose Marie Apel
this 6TH day of December, 2017, A.D.

BETHANY MCGAHAN
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 11/07/2020
NOTARY ID 13086866-3

Bethany McGahan
Notary Public, State of Texas

~~ACKNOWLEDGMENT (INDIVIDUAL)~~

This instrument was acknowledged before me on the ___ day of _______, 20__, by ___________________________.

____
Notary Public, State of Texas

ACKNOWLEDGMENT (CORPORATE)

This instrument was acknowledged before me on the ___ day of _______, 20___, by _____________, the ____________, of ________________, a Texas ____________, on behalf of said _____________________.

____
Notary Public, State of Texas

For Office Use Only	
DATE RECEIVED:	________________
CITY COUNCIL HEARING DATE:	________________

ANNEXATION OR CITY LIMITS EXTENSION

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

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

We hereby certify, under oath, that:
WE ARE THE TRUE AND ONLY OWNERS OF THE ABOVE DESCRIBED TRACT OF LAND, as conveyed to us in Deed(s) recorded as Document No.______, Official Public Records of Williamson County, or in Volume_____ Page _____, Deed Records of Williamson County.

Billie G. Miller
Owner(s)

STORMY KRIPPELZ
Notary Public, State of Texas
My Commission Expires
June 26, 2019

SUBSCRIBED AND SWORN TO BEFORE ME, a notary public, by ______ this 3 day of August, 2017, A.D.

____
Notary Public, State of Texas

ACKNOWLEDGMENT (INDIVIDUAL)

This instrument was acknowledged before me on the 3 day of Aug, 2017 by ______________________.

____
Notary Public, State of Texas

STORMY KRIPPELZ
Notary Public, State of Texas
My Commission Expires
June 26, 2019

ACKNOWLEDGMENT (CORPORATE)

This instrument was acknowledged before me on the ___ day of ________, 20___, by ____________, the ____________, of ________________, a Texas ____________, on behalf of said ____________________.

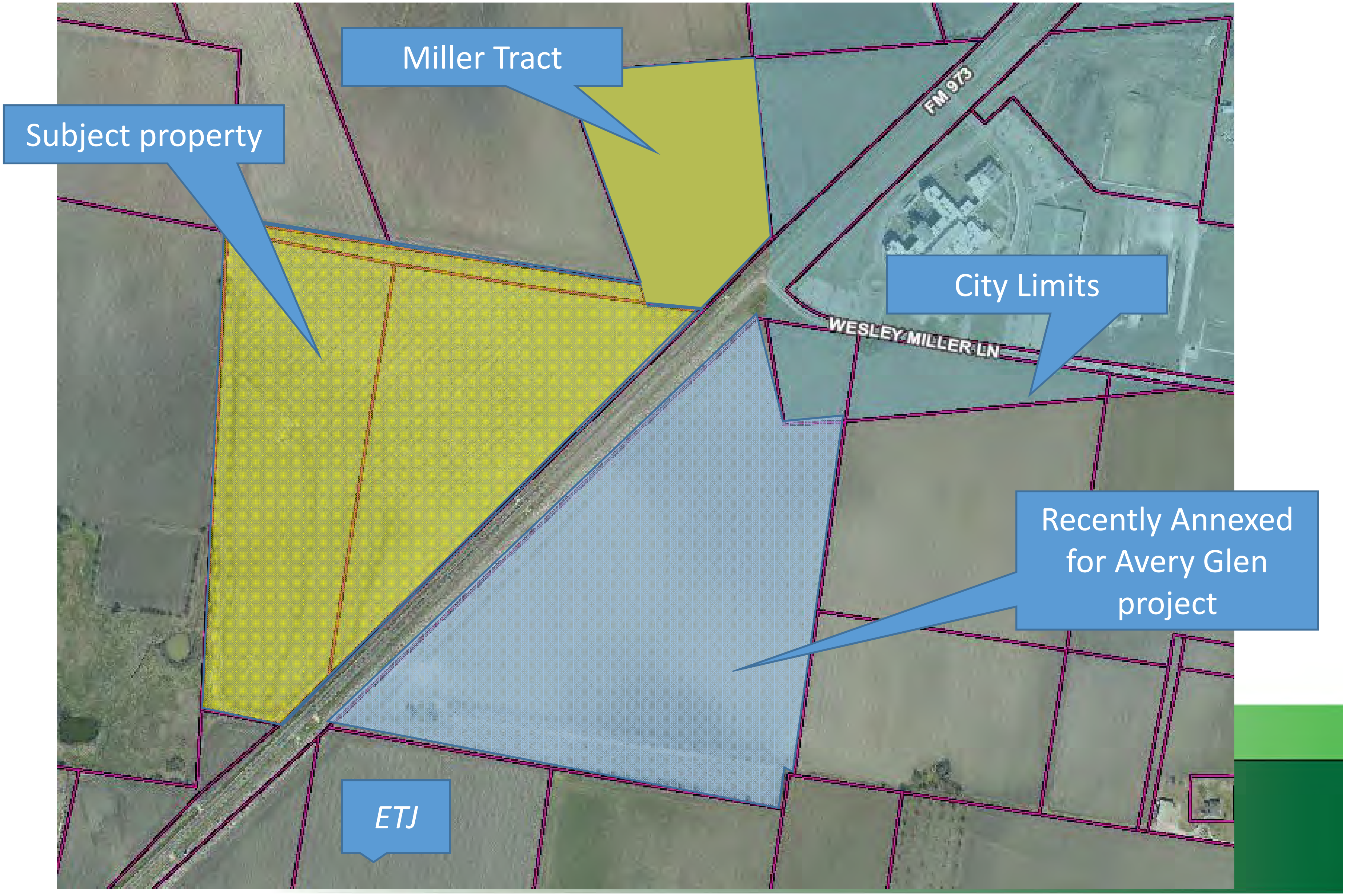
____
Notary Public, State of Texas

For Office Use Only	
DATE RECEIVED:	________________
CITY COUNCIL HEARING DATE:	________________

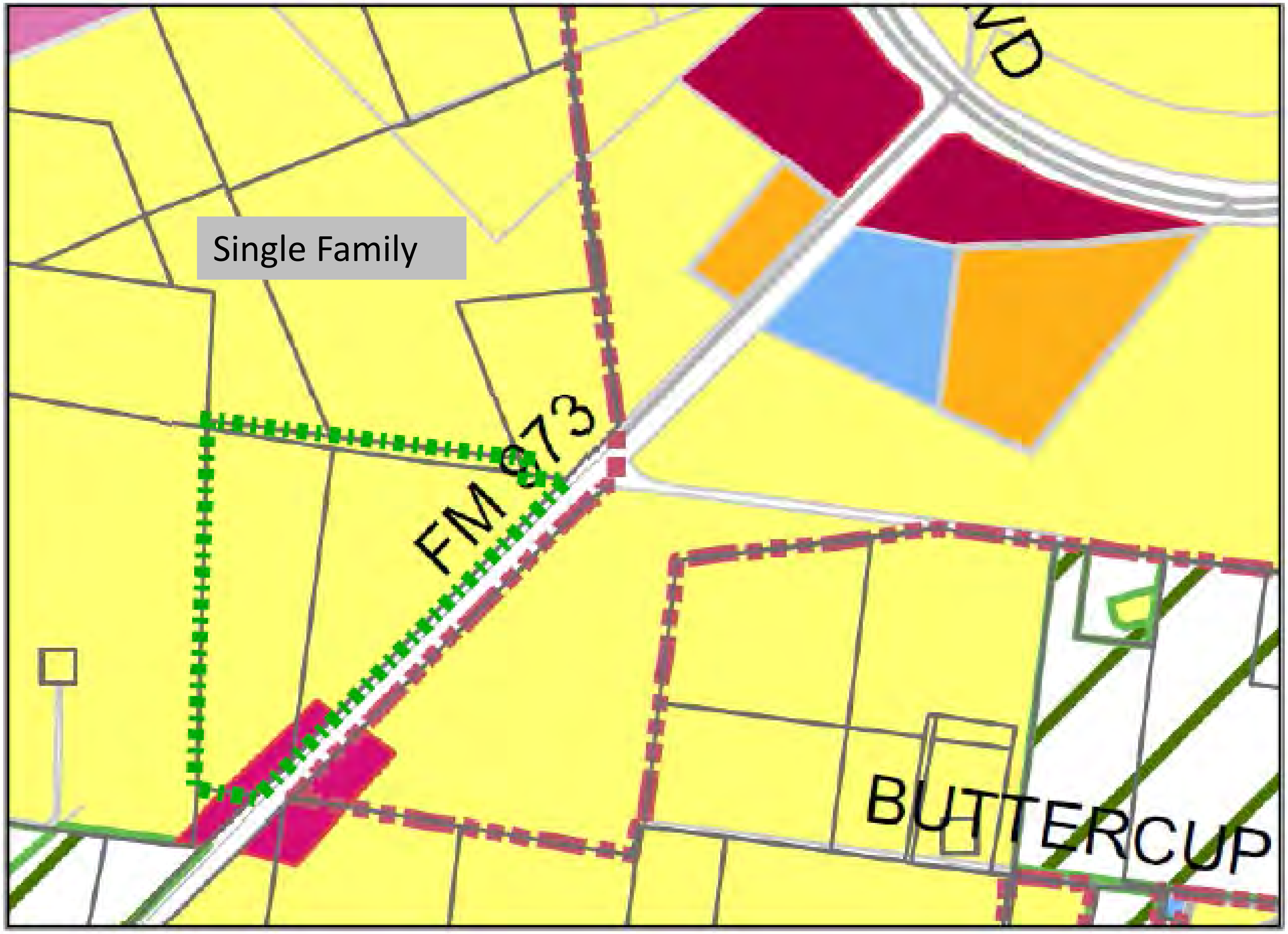
Ordinance 2017-33

request for voluntary annexation of approximately 89.95 acres in the H. & T.B.RR Survey, Abstract No. 315, M. Dentler Survey, Abstract No. 211 and the George M. Reese Survey, Abstract 533.

Current City Limits:



Future Land Use Map:



City Council Meeting
January 11, 2018
Transmittal

STRATEGIC PILLAR

☐ Streets/Infrastructure

☐ Quality of Life

☒ Economic Vitality

Agenda Item #: **5**

Agenda Title: Approve Ordinance 2017-32 regarding a request to rezone 69.97 acres in the George M. Reese Survey, Abstract No. 315 and Dentler Survey, Abstract No. 211, from the (annexation default) Single Family Residential (R-1) District to a Residential-Planned Development (R-PD) District, with Base Districts of approximately 65 acres of Single Family Residential (R-1) District and 5 acres of Local Business (B-1) District, and subject to a Development Plan and Concept Site Layout, to be known as Sundance Subdivision.

Council Action to be taken: Approve Ordinance 2017-32 by consent

Department Submitted: Planning and Development Services

Staff Contact: Ashley Lumpkin, Director

1. PURPOSE/DESCRIPTION

The intent of the proposal is to zone approximately 69.97 acres to Residential and Commercial Planned Development, comprised primarily of single-family detached development and approximately five (5) acres of commercial.

The voluntary annexation request is presented to City Council in conjunction with the recommendation of this Planned Development rezoning request.

2. STAFF ANALYSIS AND RECOMMENDATION (Why and How)

The intent of the request is to provide the applicant the ability to develop a residential subdivision of lots, all of which will maintain the minimum 6,000 square foot as required in the Residential –PD District. The expected lot count, per the developer, will be close to 265 lots. The applicant has also requested the ability to zone approximately 5 acres of land for commercial uses (base district of B-1, Local Business except as modified).

The City's Future Land Use map, part of the Comprehensive Plan, recognizes this property as being appropriate for single-family uses, with a small portion of the area (near FM 973 at the southern extent) as being appropriate for Gateway Commercial uses. The general land plan of the proposal matches these designations.

The purpose of any Planned Development is to ensure the PD is:

1) equal to, superior than, and/or more consistent than that which would occur under the standard Ordinance requirements;
2) is in harmony with the Comprehensive Plan, as amended;
3) does not have an undue adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, parking, utilities or any other matters affecting the public health, safety, and welfare;
4) is adequately provisioned by essential public facilities and services; and
5) will be developed and maintained so as not to dominate, by scale or massing of structures, the immediate neighboring properties or interfere with their development or use.

In light of the requested deviations from the current Zoning Ordinance standards, which in large part result in an increase in the number of residential lots (ie, increased density), the applicant is offering to commit to providing many aspects, improvements, and amenities which under normal, by-right development circumstances, would not be required and in no way could be guaranteed through the subdivision platting process. Below is a listing of the modifications detailed in the Development Plan proposed to be the governing development standards for the development; they either exceed (are less restrictive) or limit (are more restrictive) the standards of the base R-1 or B-1 Districts.

Commitments to <u>exceed/be less restrictive</u> than the current standards, to the benefit of the City/community/future residents:

1. Minimum lot size allowance of 6,000 SF
2. Minimum lot width of 50’
3. Two car garages
4. Minimum lot depth of 100’
5. Side-entry garage will have a reduced setback from 25 feet to15’ feet.
6. Four-sided masonry, defined as stone, brick, hard-coat stucco, and up to 75% of horizontally installed cement based siding product not to include panelized wall systems.
    - Exception to masonry requirements for dwellings with stylized architecture (with final approval of elevations left to Staff at the time of building permit)
    - Two-story homes on corner lots <u>or</u> adjacent FM 973 shall be constructed of 90% masonry materials on exposed surface walls facing roadways.
7. A minimum of 3.5 acres of privately maintained open space/park to meet the minimum 5% required by the ordinance. Two parks are shown on the conceptual drawing and the applicant has agreed to 1-3 additional pocket parks, no less than 6,000 SF is size to account for the 0.54 acres not current depicted on the concept drawing.
8. The parks will be HOA owned, maintained, and will be amenitized as detailed in the proposed PD.
    - Amenities to the parkland (See applicant Exhibit B) consisting of:
        - Each park will contain a 5-ft wide walking trail as depicted in Exhibit B
        - Park benches, minimum of two (2).
        - Soccer goals – minimum of two (2).
        - Playscape – one (1) combination structure (see applicant Exhibit

E).
- Any Fencing adjacent parkland to be 6’ Cedar fence with top cap, non-rail side only, with masonry columns every 50’.

9. FM 973 Frontage will contain the following:
   - Meandering concrete sidewalk 5-feet wide along FM 973, owned and maintained by the HOA
   - 6-foot tall cedar fence with treated rails and pickets of a minimum 1”x6” and a top cap and masonry columns every 50 linear feet.
10. Traffic Impact Analysis (TIA) to be submitted with the Final Plat, rather than the Preliminary Plat.
11. List of restricted uses in the commercial areas governed by the B-1 base district.
12. Accessory Structure height limited to 10’ maximum; for lots adjacent FM 973, 7’ maximum.
13. Street side setbacks of 15’
14. Corner residential lots shall be 10’ wider than narrowest lot in the block.
15. Fences on street side / corner lots shall be set back 10’ from property line, not enclosing the 10’ PUE that exists along those side lot lines.
16. House Elevation variations within the subdivision so that no three (3) adjacent lots will have the same home elevation (anti-repetitive facades).
17. Back patios minimum of 100 Square feet.
18. Commercial building materials of minimum 60% masonry; front being only masonry, stucco, glass; sides & rear standing seam metal and 4’ wainscot of masonry or stucco (see applicant Exhibit C).
19. Residential landscaping along the rights-of-way but outside of easements comprised of:
    - All yard areas sodded - synthetic lawns/plants prohibited.
    - One (1) 2-inch caliper Shade Tree in front yard of each lot.
    - Five (5) 5-gallon shrubs per lot.
    - Corner lots to have 1 additional 2-inch caliper Shade Tree in front yard.

Staff also desires the applicant/developer to oversize the waterline along FM973 from an 8-inch line to a minimum 24-inch line. If approved by City Council, through a separate agreement, the City may reimburse the developer the oversize costs.

Planning and Zoning Commission tabled the proposal on November 14th to allow the applicant to meet with staff one additional time and revise the proposal. The Planning and Zoning Commission reconvened on November 28th and made a recommendation to approve the updated proposal with additional conditions:

1. Exhibit D was removed from the proposal as the elevations provided were not a commitment to actual elevations that may be constructed in the subdivision
2. The parkland was increased to ensure a minimum of 5% of private parkland and amenities is provided for the benefit of future residents.
3. The trail along FM 973 is now a meandering, five-foot, concrete sidewalk.
4. Easements shown along FM973 are now removed from the development lots.

RECOMMENDATION:
Staff recommends approving the ordinance, as amended and recommended by the Planning and Zoning Commission.

3. FUNDING SOURCE

There is no funding necessary for the Planned Development proposal. However, there may be a secondary document proposed in the near future for the up-sizing of the waterline.

4. TIMELINE CONSIDERATIONS

The following table details the staff review of this application to date:

	Applicant Submittal	Staff Comments issued	Days *
# 1	August 24th	September 14th	14
# 2	September 18th	September 22nd (email / not official comments)	4
# 3	October 3rd	October 13th	8
# 4	October 20th	October 26th	4
# 5	October 31st	First P&Z Staff Report	na
#6	November 21	November 22 by way of 2nd P&Z Staff Report	<1

5. OTHER OPTIONS (In order of preference)

During the special – called Planning and Zoning Commission meeting, Staff's concerns regarding the lot size, masonry proposal, private parkland proposal, perimeter sidewalk, and the easement along FM 973 have been alleviated.

6. ATTACHMENTS

5a. Ordinance 2017-32
5b. Staff Report
5c. Presentation

ORDINANCE NO. 2017-32

AN ORDINANCE CHANGING THE ZONING OF PROPERTY DESCRIBED AS BEING 69.97 ACRES IN THE GEORGE M. REESE SURVEY, ABSTRACT NO. 533, T.B. RR. SURVEY, ABSTRACT NO. 315, AND M. DENTLER SURVEY, ABSTRACT NO. 211, GENERALLY LOCATED ON THE WEST SIDE OF FM 973 SOUTH OF CARLOS G. PARKER BOULEVARD IN TAYLOR, WILLIAMSON COUNTY, TEXAS, AND LEGALLY DESCRIBED IN THIS ORDINANCE FROM SINGLE-FAMILY RESIDENTIAL DISTRICT R-1 (ASSIGNED AT ANNEXATION) TO PLANNED DEVELOPMENT, R-1 PD AND B-1 PD; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF TAYLOR, TEXAS, TO SHOW THE ZONING CHANGE ADOPTED HEREIN; PROVIDIANG A SAVINGS CLAUSE.

WHEREAS, the Taylor City Council conducted a public hearing on December 14, 2017, to consider the request made by Packsaddle Partners, LLC and Hafernik Farm Group, as Applicant Agent and Owner of the property, respectively, which property is legally described in Exhibit "A" attached hereto and incorporated by reference herein for all purposes ("Property"), to change the zoning for the Property from Single Family Residential R-1 to Planned Development PD with base districts of Single Family Residential R-1 and Local Business B-1 subject to Exhibit "B", Development Plan and Exhibits; and

WHEREAS, the Planning and Zoning Commission, after proper notice, conducted a public hearing on November 14, 2017, to consider the zoning request, and recommended the zoning change to the City Council; and

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

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

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

SECTION 2. The Property is changed from Single Family Residential R-1 to Planned Development PD with base districts of Single Family Residential R-1 and Local Business B-1 subject to Exhibit "B", Development Plan and Exhibits.

SECTION 3. The Official Zoning map of the City of Taylor, Texas, is changed to show the Property zoning district changed from Single Family Residential R-1 to Planned Development PD with base districts of Single Family Residential R-1 and Local Business B-1 subject to Exhibit "B", Development Plan and Exhibits.

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

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

SECTION 6. In accordance with Article VIII of the City Charter, Ordinance 2017-32 was introduced before the Taylor City Council on the 14th day of December, 2017.

PASSED, APPROVED, and ADOPTED on the ______ day of ____________, 2018.

____
Brandt Rydell
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. 2017-32, passed and approved by the City Council of the City of Taylor, Texas, on the ______ day of _________________, 2018, 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 _____________, 2018.

____
Susan Brock
City Clerk

ATTACHMENT 2 - EXHIBIT A - LEGAL DESCRIPTION

LEGAL DESCRIPTION:

BEING 69.97 ACRES OF LAND OUT OF THE H. & T.B.RR. SURVEY, ABSTRACT 315, M. DENTLER SURVEY, ABSTRACT 211, AND GEORGE M. REESE SURVEY, ABSTRACT 533, WILLIAMSON COUNTY, TEXAS. BEING A PORTION OF THAT CERTAIN 150 ACRE TRACT, CONVEYED TO JOHN FRED HAFERNIK ET. AL. RECORDED IN DOCUMENT 2011036448 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. THE SAID 69.97 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT AN IRON ROD FOUND IN THE WESTERLY RIGHT-OF-WAY LINE OF FARM TO MARKET 973, BEING THE SOUTHEAST CORNER OF THE BILLIE G. MILLER, ET. AL. TRACT RECORDED IN DOCUMENT 2010074538 , OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, ALSO BEING THE **POINT OF BEGINNING** AND THE NORTHEAST CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE SOUTH 44°27'04" WEST, ALONG THE SAID WESTERLY RIGHT-OF-WAY LINE AND THE EAST LINE OF THE HEREIN DESCRIBED TRACT, FOR A DISTANCE OF **2,760.45 FEET** TO AN IRON ROD FOUND IN THE SAID WESTERLY RIGHT-OF-WAY LINE, BEING THE NORTHEAST CORNER OF A TRACT CONVEYED TO EUGENE MUNDKOWSKY RECORDED IN VOLUME 837, PAGE 121, DEED RECORDS, WILLIAMSON COUNTY, TEXAS (W.C.A.D. SHOWS CURRENT OWNER AS LINDA ROZNOVAK, DENNIS MUNDKOWSKY AND RONALD MUNDKOWSKY WITH NO DEED INFORMATION), ALSO BEING THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 82°26'22" WEST, ALONG THE NORTH LINE OF MUNDKOWSKY TRACT AND THE SOUTH LINE OF THE HEREIN DESCRIBED TRACT, FOR A DISTANCE OF **347.70 FEET** TO AN IRON ROD FOUND IN THE EAST LINE OF A TRACT CONVEYED TO ALAN C. TEICHELMAN AND SUSAN KAYE SCHAEFER RECORDED IN DOCUMENT 2016002249, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, BEING THE NORTHWEST CORNER OF SAID MUNDKOWSKY TRACT AND THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 01°52'07" EAST, ALONG THE EAST LINE OF SAID TEICHELMAN AND SCHAEFER TRACT AND THE WEST LINE OF THE HEREIN DESCRIBED TRACT, FOR A DISTANCE OF **2323.70 FEET** TO A CONCRETE MONUMENT FOUND IN THE EAST LINE OF SAID TEICHELMAN AND SCHAEFER TRACT, ALSO BEING THE SOUTHWEST CORNER OF A TRACT CONVEYED TO JULIUS CHARLES STELZER, III RECORDED IN DOCUMENT 2008077958, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS AND BEING THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE ALONG THE SOUTH LINES OF SAID STELZER TRACT, A TRACT CONVEYED TO WILLIAM LYN DAVIS, III RECORDED IN DOCUMENT 1996038661, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AND SAID BILLIE G. MILLER TRACT, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1) **SOUTH 82°36'18" EAST**, FOR A DISTANCE OF **1916.08 FEET** TO A CONCRETE MONUMENT FOUND;
2) **SOUTH 21°47'09" EAST**, FOR A DISTANCE OF **126.85 FEET** TO A CONCRETE MONUMENT FOUND;
3) **SOUTH 82°33'45" EAST**, FOR A DISTANCE OF **256.99 FEET** TO THE **POINT OF BEGINNING** AND CONTAINING 69.97 ACRES, MORE OR LESS.

NOTES:

1.) BEARING BASIS OF THE CONTROL POINTS LISTED HEREON IS BASED ON THE NAD 83 CONTROL DATUM, GEOID MODEL 12B, TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, AND NAVD 88 VERTICAL CONTROL DATUM, ALL COORDINATES AND DISTANCES SHOWN AND LISTED ARE RELATIVE TO TEXAS CENTRAL ZONE GRID.

SURVEYOR'S CERTIFICATE

THE UNDERSIGNED, BEING A REGISTERED SURVEYOR OF THE STATE OF TEXAS DOES HEREBY CERTIFY THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY ON THE GROUND, AND UNDER MY DIRECTION AND SUPERVISION, AND THAT ALL CORNERS ARE MARKED AS DESCRIBED.

08-03-17

TIMOTHY E. HAYNIE,
TEXAS REGISTERED PROFESSIONAL LAND
SURVEYOR NO. 2380

STATE OF TEXAS
REGISTERED
TIMOTHY E. HAYNIE
2380
PROFESSIONAL
LAND SURVEYOR

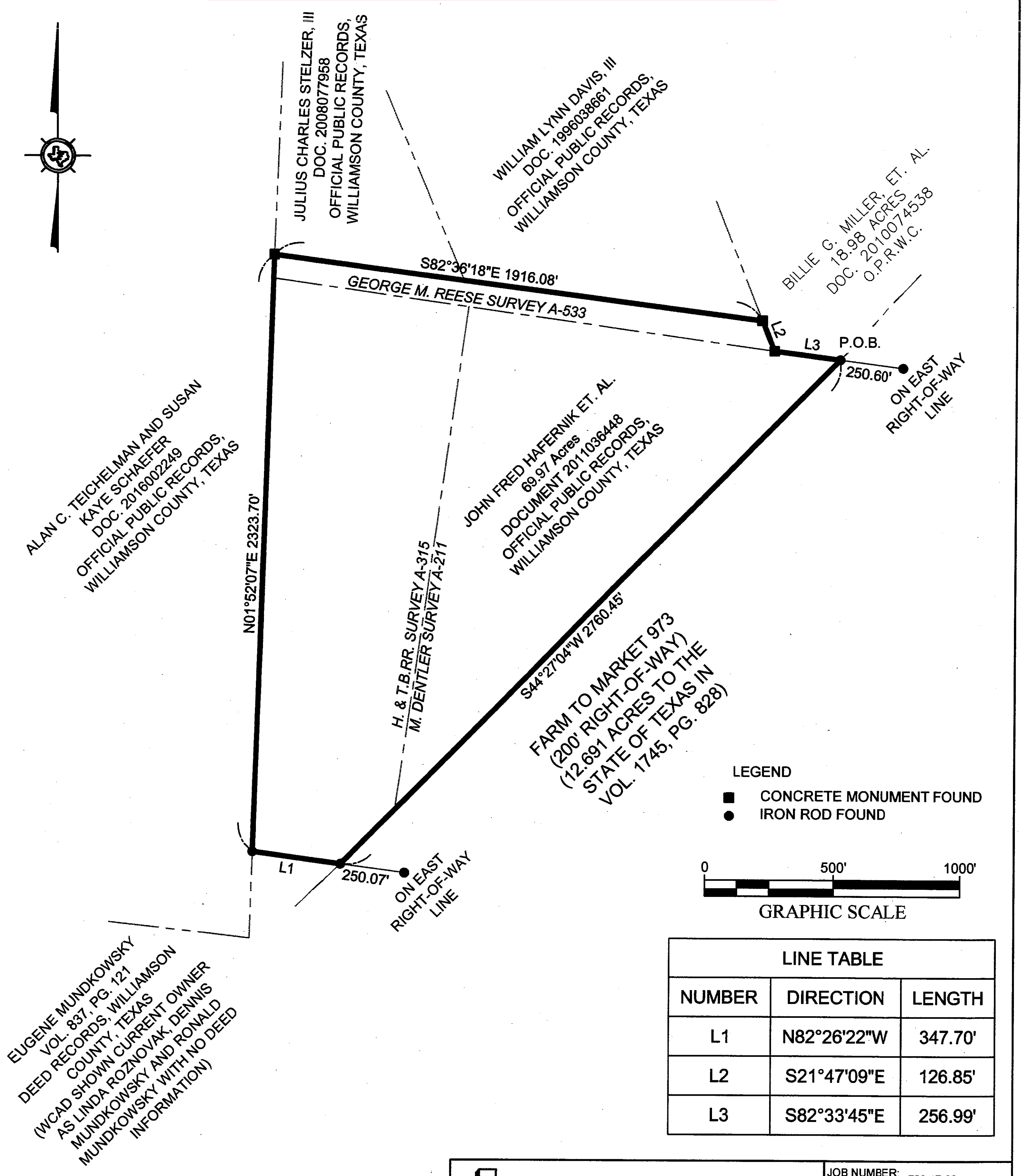
EXHIBIT "A"

FIELD NOTES TO ACCOMPANY SKETCH FOR
PROPOSED SUNDANCE OVERALL BOUNDARY
IN TAYLOR,WILLIAMSON COUNTY, TEXAS

HAYNIE
CONSULTING, INC.
Civil Engineers and Land Surveyors
1010 Provident Lane
Round Rock, Texas 78664-3276
Ph: 512-837-2446 Fax: 512-837-9463
TBPE FIRM # F-002411, TBPLS FIRM # 100250-00

JOB NUMBER:	783-17-02
JOB DATE:	2017-04-11
SCALE:	1"=500'
TECH:	J.WARREN
CHECKED BY:	B.JONES
SHEET:	1 OF 2

ATTACHMENT 2 - EXHIBIT A - LEGAL DESCRIPTION



LINE TABLE		
NUMBER	DIRECTION	LENGTH
L1	N82°26'22"W	347.70'
L2	S21°47'09"E	126.85'
L3	S82°33'45"E	256.99'

EXHIBIT "A"

SKETCH TO ACCOMPANY FIELD NOTES FOR
PROPOSED SUNDANCE OVERALL BOUNDARY
IN TAYLOR,WILLIAMSON COUNTY, TEXAS

HAYNIE
CONSULTING, INC.
Civil Engineers and Land Surveyors
1010 Provident Lane
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Ph: 512-837-2446 Fax: 512-837-9463
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JOB NUMBER:	783-17-02
JOB DATE:	2017-04-11
SCALE:	1"=500'
TECH:	J.WARREN
CHECKED BY:	B.JONES
SHEET:	2 OF 2

X:\783 SUNDANCE CANYON\783-17-02 TAYLOR\DWG\EXHIBITS\783-Taylor Sundance Overall Exhibit.dwg Aug 03, 17 12:37 pm

EXHIBIT B

SUNDANCE DEVELOPMENT
Taylor, Texas
Planned Development
Development Plan

A. PROPERTY

The Sundance Planned Development District encompasses approximately 69.97 acres located immediately South of the High School on the west side of FM 973, Taylor, Texas and more particularly described in Exhibit A. It is hereinafter referred to as "the property."

B. PURPOSE

This Planned Development Development Plan (PDDP) serves to augment and/or modify the standards for development outlined in the City's Zoning, Subdivision, and other development related Ordinances in order to implement the vision for the property and insure a cohesive, high quality development not otherwise anticipated by the underlying base zoning district. The PDDP, is a summary of the development and design standards for the property, and a site layout plan of the proposed development as described in Zoning Ordinance Ch 2, Article IV, Section 2.17 Residential Planned Development District [RPD].

C. APPLICABILITY AND BASE ZONING

The property shall be regulated for purposes of zoning and subdivision by this Plan. All aspects not specifically covered by this Plan shall be regulated by the R-1 (Single Family Residential) zoning district and by B-1 (Local Business) zoning district, and other sections of the Code, as applicable. If there is a conflict between this Plan and the Code, this Plan shall supersede the specific conflicting provisions of the Code.

All other Ordinances within the Code, shall apply to the Property, except as clearly modified by this Plan. In the event of a conflict, the terms of this Plan shall control. In the case that this PDDP does not address a specific item, the City of Taylor development regulations shall apply.

D. SITE LAYOUT PLAN

A Preliminary Concept Plan has been attached to this Development Plan as Exhibit B to illustrate the land use and design intent for the property. The Site Layout Plan is intended to serve as a guide to illustrate the general vision and design concepts and is not intended to serve as a final document. The Site Layout Plan depicts roadways, residential areas, commercial areas, and park areas that will be developed in multiple phases as shown in Exhibit B, provided the minimum requirements of the PDDP are met. Approval of this PDDP and Concept Site Layout Plan does not constitute approval of a subdivision plat.

E. PERMITTED USES

The primary use of the property shall be for single family detached dwellings. In addition, there will be approximately five (5) acres consisting of two lots for local retail commercial use. Accessory uses not specifically covered by this Plan shall be regulated by:

1. **R-1** Zoning District

2. **B-1** Zoning District, prohibited uses:

- Appliance Rental
- Amusement Commercial (Outdoor)
- Aquariums
- Associated Outside (accessory) uses (or Storage)
- Auto Financing and Leasing (No Outdoor Lot or Display)
- Auto Repair, Major or Minor
- Bed and Breakfast Inn Facility
- Boarding or Rooming House
- Cemetery or Mausoleum
- Check Cashing Service and Loan Agency
- Convent or Monastery
- Country Club (Private)
- Food Bank or Pantry
- Fraternal Organization, Lodge, Union Hall or Civic Club
- Funeral Home or Mortuary
- Greenhouse (Non-Retail/Hobby)
- Halfway houses
- Heliport, Helistop
- Kennel (Indoor Pens)
- Laundromat (Or Self-Service Washateria)
- Rehabilitation Care Facility (Halfway House)
- Sewage Pumping Station (Public)
- Sexually Oriented Business
- Small Wind Energy System (Ord 2010-44, 11/4/10)
- Train stations
- Water Treatment Plant

F. DEVELOPMENT STANDARDS

1. Single Family Development Standards

Minimum lot size	6,000-SF
Minimum front lot width	50-ft
Minimum rear lot width	50-ft
Minimum lot depth	100-ft
Minimum radial lot width front & back	40-ft cord measurement at building line
Minimum front setback	25-ft typical
Minimum garage door setback	25-ft or 15-ft for side entry
Minimum side setback	5-ft, 15-ft street side corner lots
Minimum rear setback	10-ft
Minimum accessory building setback	5-ft, not permitted in any street yard setback
Maximum height primary building	35-ft
Maximum height accessory building	10-ft, 7-ft on lots adjacent to FM 973 ROW

Corner lots shall be 10-ft wider than the narrowest lot in the block.

Fences on street side of corner lots shall be set back 10-ft from property line, thus not within the 10-ft PUE.

Sidewalks to be provided on both sides of residential streets.

See Exhibit E for Comparison of this PDDP to the Standard City R-1 Ordinances and City R1 Residential Planned Development Ordinance. Referenced Documents include: Ch 2 Zoning Districts Article II 2.7 – R-1 Single Family Residential District, Chapter 4 - Property Development Standards 4.1 – Residential Property Development Standards, CH 28 – Vegetation Article II Landscape Requirements and Standards; Preservation, Protection and Planting of Trees, Ch 2 Article IV – Planned Development Districts 2.17 – Residential Planned Development District (RPD).

2. **Masonry Façade Requirements**

   The exterior finish of all sides of single-family homes within the Plan shall be masonry, except non-load bearing elements such as doors, windows, trim, and accents. Gables, roofs, soffits, porches, and patios may also be of a non-masonry material. Masonry shall be defined as stone, brick, two-step hard coat stucco, and up to 75% of horizontally installed cement based siding excluding panelized wall systems. Façade requirements are further regulated as follows:

   a. Two story homes on corner lots and adjacent to FM 973 shall be constructed with 90% masonry on exposed surface walls facing roadways, except non-load bearing elements such as doors, windows, trim, gables, roofs, soffits, patios, porches, and accents.
   b. Exempt from the above masonry requirements are units in which stylized architecture is utilized. In these cases, alternative exterior finishes are permitted subject to approval by the Director of Planning, including but not limited to, board and batten, cedar shake, ship lap, 4" and 6" masonry siding in both horizontal and vertical installations and dry stacked stone.

3. **Building Elevations**

   Exterior elevations shall vary so that no three or fewer adjacent lots shall have the same elevation. Building elevations on lots directly across from one another must also differ.

4. **Exterior Lighting.** Exterior Lighting on the Property and its buildings will comply with the requirements set forth in Chapter 5 of the Zoning Ordinance related to outdoor lighting.

5. **Garages**

   All homes will have a 2 car garage.

6. **Patios & Porches**

   All homes shall have:

   - a back patio with minimum area of 100-sf
   - a covered front porch.

7. **Commercial Development Standards**

   Buildings will consist of 60% masonry, with the front being a combination of masonry and stucco and glass, sides and back of buildings will be standing seam metal, masonry siding or stucco with 4-ft masonry wainscot, see attached Exhibit C.

G. VEHICULAR ACCESS AND CIRCULATION

A minimum of two access points onto FM 973 are planned, one in Phase 1 and one in Phase 2.

H. LANDSCAPE AND BUFFER REQUIREMENTS

Landscaping on the Property shall be in conformance with Chapter 28 of the City Code unless otherwise stated in this Development Plan. All single family lots shall contain the following landscaping, located outside of the easements along the rights-of-way:

1. One (1) – 2-inch caliper shade tree in the front yard.
2. Five (5) – 5-gallon shrubs.
3. All corner lots shall include an additional 2-inch caliper shade tree in the front yard.

4. All single family lots shall have drought resistant grass, such as Bermuda or Buffalo Grass, all yard areas to be sodded. Synthetic lawns or plants are prohibited.

I. SIGNAGE

Entry feature signage will be placed at the north most subdivision entry, and will be in accordance with Chapter 24 of the Code.

J. PARKS

3.98-acres of Parks (primary and pocket) will be provided by the Developer, owned, and maintained by a Homeowners Association. Primary park acreage of 2.96-acres will be provided as shown in Exhibit B.

Pocket park acreage of 0.54-acres will be provided using the following criteria:

1. Each park shall be a min. of 6,000-sf.
2. Locations to be selected solely at the Developer's discretion.

Amenities for each of the two primary parks are to be installed by the developer prior to City acceptance of the phase development improvements for which the park is in. Amenities in the two primary parks will include:

1. Walking trail – 5-ft wide decomposed granite, located as noted in Exhibit B.
2. Park benches – minimum of two.
3. Soccer goals – minimum of two, placed in the green space of the detention ponds.
4. Play scape – one combination structure, see Exhibit D for examples.
5. Along the lot lines between parkland and residential, a six foot (6') typical cedar fence with treated rails and a minimum picket size of 1" x 6" and a cedar top cap, with masonry columns every 50-ft. Fence shall be installed such that the rails are to be exposed on the private residence side of the fence.

K. FM 973 FRONTAGE

1. Fencing - Residential rear lot line fencing adjacent to FM 973 Right-Of-Way shall consist of six foot (6') typical cedar fence with treated rails and a minimum picket size of 1" x 6" and a cedar top cap, with masonry columns every 50-ft. Fence shall be installed such that the rails are to be exposed on the private residence side of the fence. This fencing shall be owned and maintained by the HOA.
2. Hike & Bike Trail – Shall be 5-foot wide meandering concrete sidewalk, shall be constructed by the Developer prior to City acceptance of the phase development improvements the Hike & Bike Trail serves, and owned and maintained by the HOA.

L. TRAFFIC IMPACT ANALYSIS

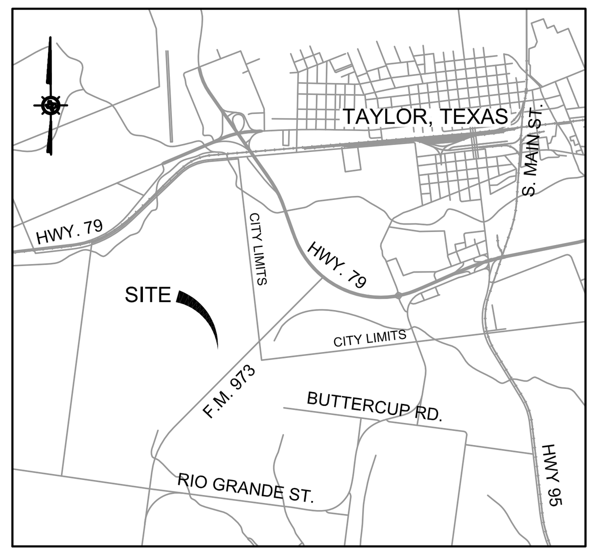
A Level II Traffic Impact Analysis to be submitted as part of the Final Plat submission and approval process.

M. PLAN MODIFICATIONS

Changes shall be in accordance with Ch 2 Article IV, Section 2.17.8 Minor Changes to Site Plan, unless otherwise stated in this PDDP.

EXHIBIT A

A PRELIMINARY CONCEPT SITE LAYOUT
SUNDANCE SUBDIVISION
A SINGLE-FAMILY RESIDENTIAL COMMUNITY



LOCATION MAP
N.T.S.

GRAPHIC SCALE
SCALE 1" = 100'

DECEMBER 2017

FARM TO MARKET (F.M.) 973,
TAYLOR, WILLIAMSON COUNTY, TEXAS 76574

DEVELOPER: PACKSADDLE PARTNERS LLC
AGENT: SCOTT REMPE
12306 TECHNOLOGY BLVD.
AUSTIN, TEXAS 78727
PHONE: 512 250-5888
CELL: 512 801-0408
EMAIL: srempe@sundancecanyon.com

ENGINEER/SURVEYOR: HAYNIE CONSULTING, INC.
1010 PROVIDENT LANE
ROUND ROCK, TEXAS 78664
PHONE: 512-837-2446
FAX: 512-837-9463
EMAIL: tehaynie@hayniecounsulting.com

LEGEND

O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF OF WILLIAMSON COUNTY, TEXAS
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
(hatch)	H.O.A. LOTS

SURVEYS: GEORGE M. REESE SURVEY, ABSTRACT NO. 533,
AND T.B.RR. SURVEY, ABSTRACT NO. 315 AND DENTLER SURVEY, ABSTRACT NO. 211

1. TOTAL ACRES: 69.97 ACRES
2. NUMBER OF LOTS: NOT TO EXCEED 296 RESIDENTIAL LOTS (42.27 ACRES)

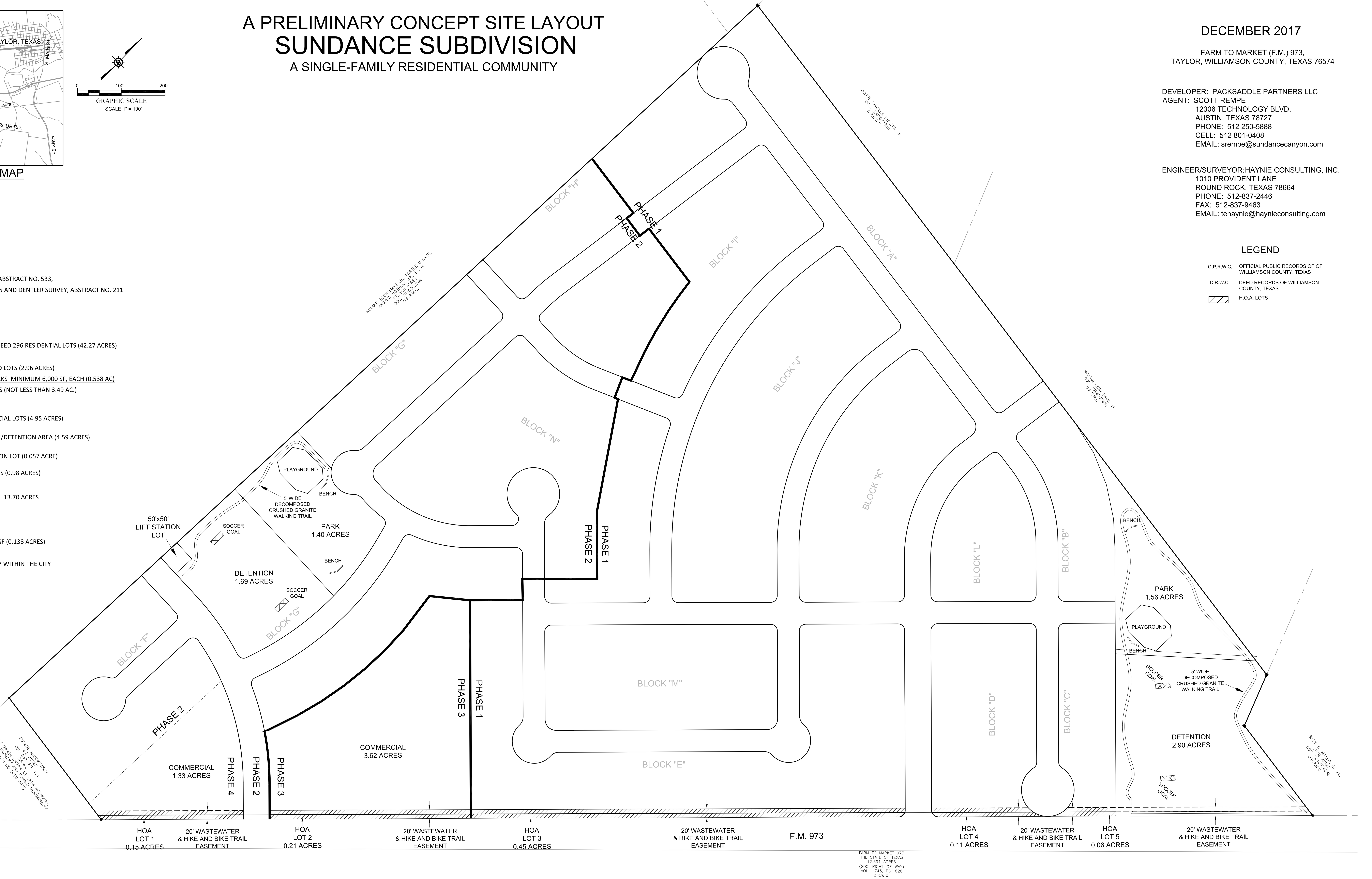
   2 PARKLAND LOTS (2.96 ACRES)
   POCKET PARKS MINIMUM 6,000 SF, EACH (0.538 AC)
   TOTAL PARKS (NOT LESS THAN 3.49 AC.)

   2 COMMERCIAL LOTS (4.95 ACRES)

   2 DRAINAGE/DETENTION AREA (4.59 ACRES)

   1 LIFT STATION LOT (0.057 ACRE)

   5 H.O.A. LOTS (0.98 ACRES)
3. PROPOSED RIGHT-OF-WAY AREA: 13.70 ACRES
4. NUMBER OF BLOCKS: 14
5. AREA OF SMALLEST LOT: 6,000 SF (0.138 ACRES)
6. THIS TRACT IS LOCATED ENTIRELY WITHIN THE CITY OF TAYLOR.



X:\783 SUNDANCE CANYON\783-17-02 TAYLOR\DWG\PRELIMINARY PLAT II\DWG\783 Sundance Prelim Plat II CONCEPT II 12-DEC-4 PRELIM CONCEPT.dwg Dec 04, 17 3:35 pm

No.	REVISION	BY	DATE

Date: 04-Dec-2017
Scale:
Project No: 783-17-02
Designed By: TH
Drawn By: KS/DD
Checked By:
Revised By:

811 Know what's below. Call before you dig.

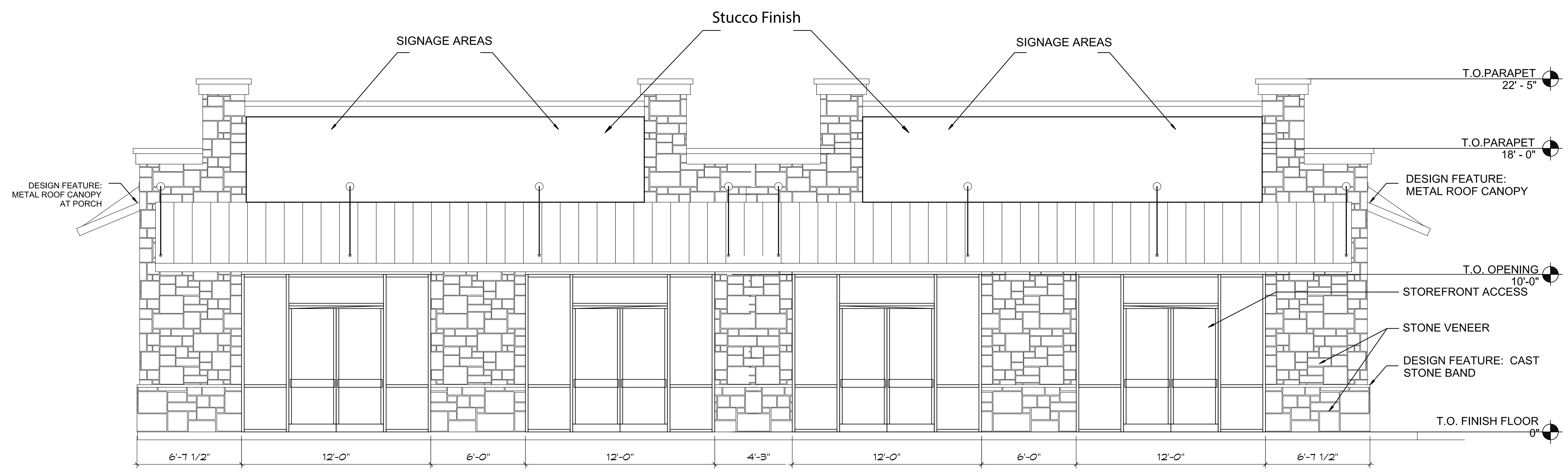
ALL RESPONSIBILITY FOR THE ADEQUACY OF THESE PLANS REMAINS WITH THE ENGINEER WHO PREPARED THEM. IN APPROVING THESE PLANS, WILLIAMSON COUNTY MUST RELY ON THE ADEQUACY OF THE WORK OF THE DESIGN ENGINEER.

STATE OF TEXAS TIM HAYNIE 91819 LICENSED PROFESSIONAL ENGINEER 04-Dec-2017

HAYNIE CONSULTING, INC.
Civil Engineers and Land Surveyors
1010 Provident Lane
Round Rock, Texas 78664
T.B.P.E. Firm No. F-002411
T.B.P.L.S. Firm No. 100250-00
512.837.2446

EXHIBIT 'B'
SUNDANCE SUBDIVISION
PRELIMINARY CONCEPT SITE LAYOUT
HUTTO, WILLIAMSON COUNTY, TEXAS

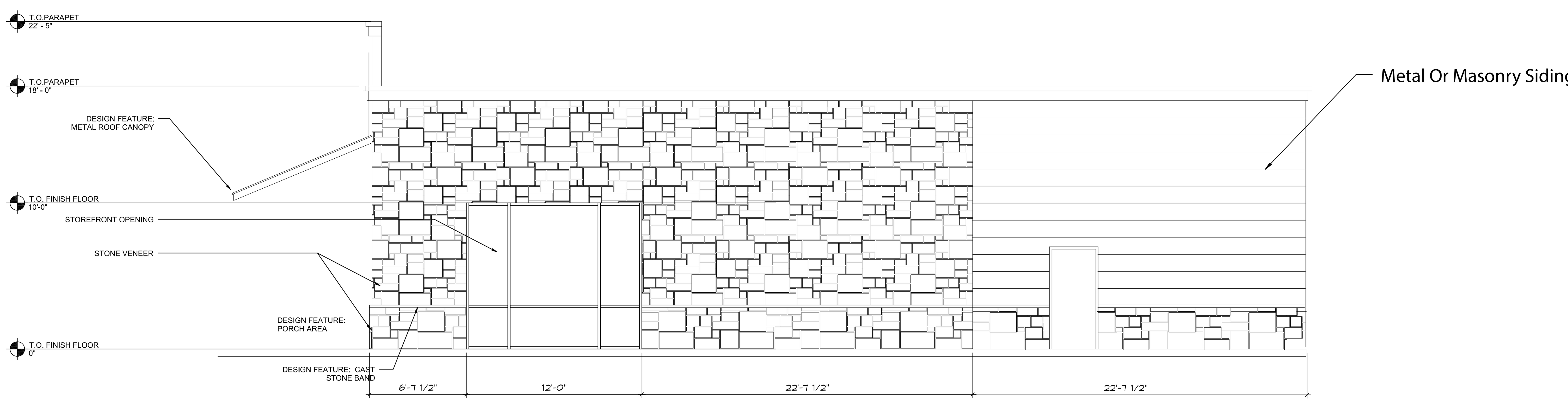
SHEET NO.
1 OF 1
PP-2017-1059



(1) MIN. 60 % OF LEDGE STONE REQUIRED: 65% PROVIDED
(2) MIN. 15 % OF WINDOW/DOOR OPENING REQUIRED: 34% PROVIDED
(3) DESIGN FEATURES:
a) STANDING SEAM METAL ROOF AT CANOPY AND PORCH ROOF
b) ENTRY PORCH
c) ORNAMENTAL WINDOWS
d) PROJECTED CAST STONE BAND AT 36" A.F.F.

1 PRIMARY ELEVATION

3/16" = 1'-0"



2 SIDE ELEVATION

3/16" = 1'-0"

EXHIBIT C

COMMERCIAL BUILDING
MOCK UP
FM 973 TAYLOR, TX

Drawn by: SDR
Checked by:
Approved by:
Job Number:
Date: 10/19/17
Submittal Type:
SAMPLE ONLY - NOT FOR CONSTRUCTION
Cad File:
Sheet Title:
COMMERCIAL_MOCK_UP.PDF

EXHIBIT D

ELE400050
Tower

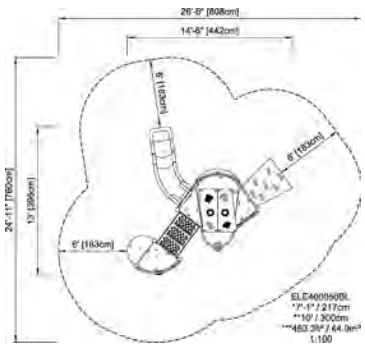
Elevated Activities: 4	Accessible Elevated Activities	Accessible Ground Level Activities	Accessible Ground Level Play Types
Present	4	1	1
Required	2	1	1

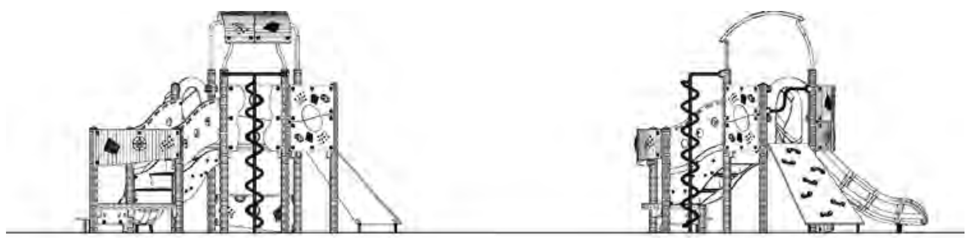
Up, around and under ? lots of spatial physical activity is what the Tower offers. A play switcher on the lower curved panel provides a point for experimentation, as do the rings on the stair handrails. Stairs, a sloping rock climb and a curly climber offer 3 levels of challenge to the top. Once up to the large lookout deck, children can zoom down the curved slide or twist down the curly climber. Underneath the deck there is a play counter for recreation or role-play.

Product line	Multi play structures
Product category	ELEMENTS™
Best user age	2 - 5
Max. fall height (Feet)	217
Total height (Feet)	300
Safety zone area	38 m2

GATHERING CLIMBING SLIDING PRETENDING EXPERIMENTING

KOMPAN INC., 821 Grand Avenue Parkway
Pflugerville, TX 78660 | Phone: 1 (800) 426-9788|
USSales@KOMPAN.COM | www.KOMPAN.us





ELE400050BL
ELE400050GR
ELE400050RE
1:100

* = Highest designated play surface.
** = Total height of product.

Weight/heaviest parts	kg.	**Installation (Manpower)**	1 person(s)
Concrete required	NaN m3	**Installation (Hours)**	20 hour(s)
Foundation amount/footing	NaN	**Excavation**	NaN m3

Highest designated play surface and space required are according to ASTM F1487. Equipment must be installed over resilient surfacing appropriate to the safety guidelines in your area. Product development is an ongoing process. We reserve the right to make modifications on all our products. This product may not be mirrored, scaled or altered in any way. Safety zones must be retained for proper placement of equipment. If any changes are required, please contact your KOMPAN representative at 1.800.426.9788.

To verify product ceritifcation,
visit www.ipema.org

PCM211804

Double Tower with Tower Net, Physical, Plastic Tube Slide ADA

Elevated Activities: 4	Accessible Elevated Activities	Accessible Ground Level Activities	Accessible Ground Level Play Types
Present	4	2	2
Required	2	1	1

Product line	Multi play structures
Product category	MOMENTS™ School age
Best user age	5 - 12

IN-GROU. ASTM

GATHERING CLIMBING SLIDING

KOMPAN INC., 821 Grand Avenue Parkway
Pflugerville, TX 78660 | Phone: 1 (800) 426-9788|
USSales@KOMPAN.COM | www.KOMPAN.us

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The mark of responsible forestry

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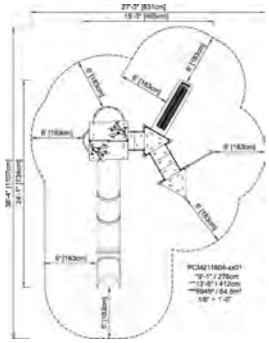
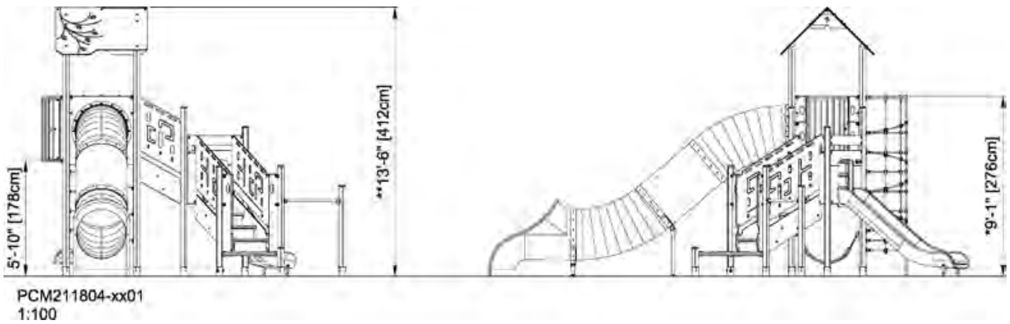




* = Highest designated play surface.
** = Total height of product.

Weight/heaviest parts	kg.	**Installation (Manpower)**	1 person(s)
Concrete required	NaN m3	**Installation (Hours)**	21 hour(s)
Foundation amount/footing	NaN	**Excavation**	NaN m3

IPEMA CERTIFIED ASTM F1487 — IPEMA CERTIFIED CAN/CSA-Z614

To verify product ceritifcation, visit www.ipema.org

Highest designated play surface and space required are according to ASTM F1487. Equipment must be installed over resilient surfacing appropriate to the safety guidelines in your area. Product development is an ongoing process. We reserve the right to make modifications on all our products. This product may not be mirrored, scaled or altered in any way. Safety zones must be retained for proper placement of equipment. If any changes are required, please contact your KOMPAN representative at 1.800.426.9788.

STANDARD ORDINANCE, AND STANDARD RESIDENTIAL PLANNED DEVELOPMENT ORDINANCE, AND PLANNED DEVELOPMENT DEVELOPMENT PLAN COMPARISON TABLE

EXHIBIT E

Item	St. R-1 Ordinance - By-Right	Std. Residential Planned Dev. - By-Right	Sundance Subdivision PDDP (* - Exceeds By-Right)
Zoning	R-1	R-1	R-1
Side Setback	5'	None noted	5'
Street Side Setback	10'	None noted	* 10' + PUE fence restriction
Front Setback	25'	None noted	25'
Rear Setback	10'	None noted	10'
Lot Width	70'	None noted	50'
Lot SF	7,000	6,000	6,000
Min Lot Depth	100'	None noted	100'
Corner Lots	5' Wider than avg . interior lots in block	None noted	* 10' Wider than average interior lots in the block
Max Accessory Height	N/A	N/A	* 10' (7' along TxDOT ROW)
Parkland	5% Residential Area	None noted	* 5% Residential & commercial area + park improvements
2 Primary Parks with improvements including: soccer goals, benches, playscapes, walking trail, upgraded fencing along residential lots & Pocket Parks to be located between Major Parks			
Sidewalks	1 Side of residential street only	None noted	* 2 Sides of residential streets
Exterior Finishes	3 Sides masonry (1st floor only), full facade	None noted	* 4 Sides masonry / Architectural exceptions
Covered Parking	1 Car covered parking	None noted	* 2 Car Garage
Back Patio	None required	None noted	* 100 SF
Home size	1,400-SF Minimum	None noted	1,400-SF Minimum
Landscaping	None required	None noted	* Full sod yards front & back, 1 tree/5 shrubs typ., corner lots 2 trees/5 shrubs
Fencing/Maintenance Along TxDOT ROW	No minimum height stated	None noted	* 6' Tall fencing w/ masonry columns at 50' centers
Trail/Esmt/Maintenance Along TxDOT ROW	None required	None noted	* 5' Wide Trail/W&WW Esmt/HOA Maintenance
Architectural - No repeating structures	None required	None noted	* No 3 adjacent homes w/ same floor plan either side street

PZ-2017-1059
69.97 acres in the George M. Reese Survey, Abstract No. 533, T.B. RR. Survey, Abstract No. 315, and Dentler Survey, Abstract No. 211
Rezoning from ETJ to PD(R-1 and B-1)
Sundance Subdivision

THIS IS AN AMENDMENT TO THE STAFF REPORT PUBLISHED FOR THE 11-14-17 PLANNING AND ZONING COMMISSION MEETING

THE STAFF REPORT AND PACKET MATERIALS OF THAT MEETING SHOULD BE UTILIZED FOR REVIEW OF THIS REPORT AND NEW MATERIALS.

Application UPDATE

The applicant resubmitted the 6th version of this Planned Development Rezoning application at 5:01 p.m. on Tuesday, November 21, 2017. This left staff less than one (1) business day to review that submittal and produce this Staff memo report.

Further information and a presentation will be provided at the meeting at 6:00 p.m. on November 28th.

Attachment 3 is the 6th submittal, which is now comprised of the following items:

- Development Plan (*narrative explanation*);
- Exhibit A – Aerial location map of property.
- Exhibit B – Preliminary Concept Plan of the property. Note, individual lots are removed, major blocks and streets are generally shown. Park lots, drainage features, amenities, and commercial areas are shown.
- Exhibit C - Commercial building elevation sample per Section F.7 of Development Plan.
- Exhibit D - Photos of example dwelling products exemplifying Masonry Facades per Section F.2 of Development Plan.
- Exhibit E - Playground equipment (manufacturers) exhibits per Section J. of Development Plan.
- A table that compares the City's adopted Zoning Ordinance regulations, both for the "by-right" R-1 District, and under the Section 2.17 provisions for a Residential Planned Development, with the applicant's proposed Planned Development.

Staff Review

As staff has continued to review the iterations of this application, the following has been utilized by Staff as the ethos with which to consider Planned Development rezoning submittals.

The purpose of this Planned Development is to ensure the PD is:

1) equal to, superior than, and/or more consistent than that which would occur under the standard Ordinance requirements;
2) is in harmony with the Comprehensive Plan, as amended;
3) does not have an undue adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, parking, utilities or any other matters affecting the public health, safety, and welfare;
4) is adequately provisioned by essential public facilities and services; and
5) will be developed and maintained so as not to dominate, by scale or massing of structures, the immediate neighboring properties or interfere with their development or use.

Staff Analysis/Outstanding Issues

In the previous staff report, and at the meeting on November 14th, staff discussed eight (8) outstanding issues identified throughout the review of the application, to that date.

The latest submittal (#6) has reduced the Staff comments/issues/concerns to the following:

1. **Residential Masonry Materials** – Item F.2 of the applicant's Development Plan details the proposed commitment to mixtures of masonry materials, as well as F.2.b, which allows for non-masonry materials for architectural styles that do not lend themselves to the use of masonry materials.

   Example elevations are NOW provided – see Exhibit D within Attachment 3 – but the language in F.2.b does NOT commit to these exact/particular elevations for future homes within the project.

   The lack of specificity of exactly what is being requested create a major staff concern for the future implementation (enforcement) of this provision when a Residential Building Permit is submitted under this PD. It leaves much gray area for the future home builder and future staff to make decisions about.

2. **Parkland** – Item J. of the applicant's Development Plan details the Parkland specifics. The applicant has revised this to propose that between 1 and 3 'pocket parks', amounting to 0.54 acres, will be created in to-be-determined locations within the project, "…with approval by Planning Department staff".

   The parkland, by acreage, is now equal to that required if this were a by-right R-1 subdivision. The up-front recreational improvements are the added value for the increased density achieved with 6,000 SF minimum lot sizes.

The inclusion of additional parcels of private HOA-owned and maintained Parkland moves toward Staff's issues of the recapture of usable open spaces for the recreation and enjoyment of the future residents. However, the lack of specificity to demonstrate the commitment is still a staff concern, as well as putting off the decision (and thus enforcement of this) to future staff.

While it is not Staff's position to design projects for the applicant, a suggestion for a park property design that would unite the two currently proposed park lots will be part of the Staff presentation at the meeting.

3. **FM 973 Pedestrian Path/Utility Easements** - The applicants Development Plan has reintroduced a means for a pedestrian access/pathway, and redesigned the means for utility easements, along the entire front of FM 973 for this project (*after removing the pedestrian portion on the 5th submittal, while the previous 4 submittal included it*). See Exhibit B of Attachment 3.

   The applicant now proposes to:

   1. Split the original 20' dimension, creating:

      a. A series of HOA lots, ten-feet (10') in width, along the entire frontage of FM 973, identified as being a wastewater easement as well as a 'hike and bike' easement.
      b. A 10' water line (only) easement immediately adjacent the HOA lots just described in #1, which would occupy a 10' portion within the rear and/or side yards of all the lots that would otherwise abut FM 973 save for the now proposed 10' area just described in #1.
   2. Provide a 5' trail made of decomposed granite (owned/maintained by HOA)

   Staff concerns are as follows:

   a. The inclusion of the Water easement within the private residential lots is not supported for many practical reasons, be it the space needed to physically access the line should it need unearthed, to the inconvenience and intrusion into tens of separate property owners back or side yards.
   b. The resolution would be to:
      i. Create one (or more) 20' wide lot(s) adjacent the FM 973 frontage of the property.
      ii. Create a 20' water and wastewater utility easement overtop the lot(s).
      iii. A trail within the space and over-top underground utilities is permitted.
   c. The width and material are substandard for ADA compliance, usefulness as a year-round bicycle path, and short and long-term maintenance. Recommendation is a concrete six-foot (6') wide trail surface that complies with all ADA regulations, installed with the infrastructure for the phase within which the segment is a part of.
   d. Clarification as to when and by whom the trail portions through the 2 commercial tracts will be constructed.

4. Errors within the Comparison Table (last page of Attachment 3) –
Several aspects of the comparison table are mis-stated or in error:

- The “Item” column:
    - The ‘Garage Requirement’ is a misnomer, as there currently is no requirement for garages. Rather, Section 4.3.4.1 states that “Minimum of one (1) covered parking space per dwelling unit for single-family…located behind the front building line setback and also on the same lot as the unit(s) it is serving.”
    - No mention of the Minimum dwelling size of 1,400 SF which is part of the R-1 District standards (Section 2.7).

- The “St. R-1 Ordinance – By-Right” column:
    - In the ‘Garage Requirement’ row, “1 Car carport” is incorrect, see section above. Applicant has the option of how to accomplish the covered parking, be it a garage, carport, or other.
    - In the “Front Porch” row, ‘None Required’ is incorrect. Section 4.3.4.4 requires a Covered Front Porch for residential use or District.
    - In the “Fencing…” row, ‘6’ tall’ is incorrect. Section 3.5.2.12.a permits fences of 8’ in height along side and rear yards/lot lines (only 4’ if in front of the primary structure).

- The “Std. Residential Planned Dev. – By-right” column:
    - There is nothing “by-right” about a Planned Development district, given that each and every submittal of a rezoning request to a unique PD District is a legislative request of the City Council, and which gets adopted as its own unique Ordinance to the City Code.
    - Under the R-1 District as the “base”, the only computable number is the 6,000 SF minimum lot size, whereby that is the farthest deviation from the 7,000 SF of the R-1 District that can be requested. All other numerical dimensions are eligible for complete revision under a PD proposal.

Staff Recommendation

Due to the outstanding issues stated in this report, Staff is not able to recommend approval of the rezoning request as presented.

Attachments:

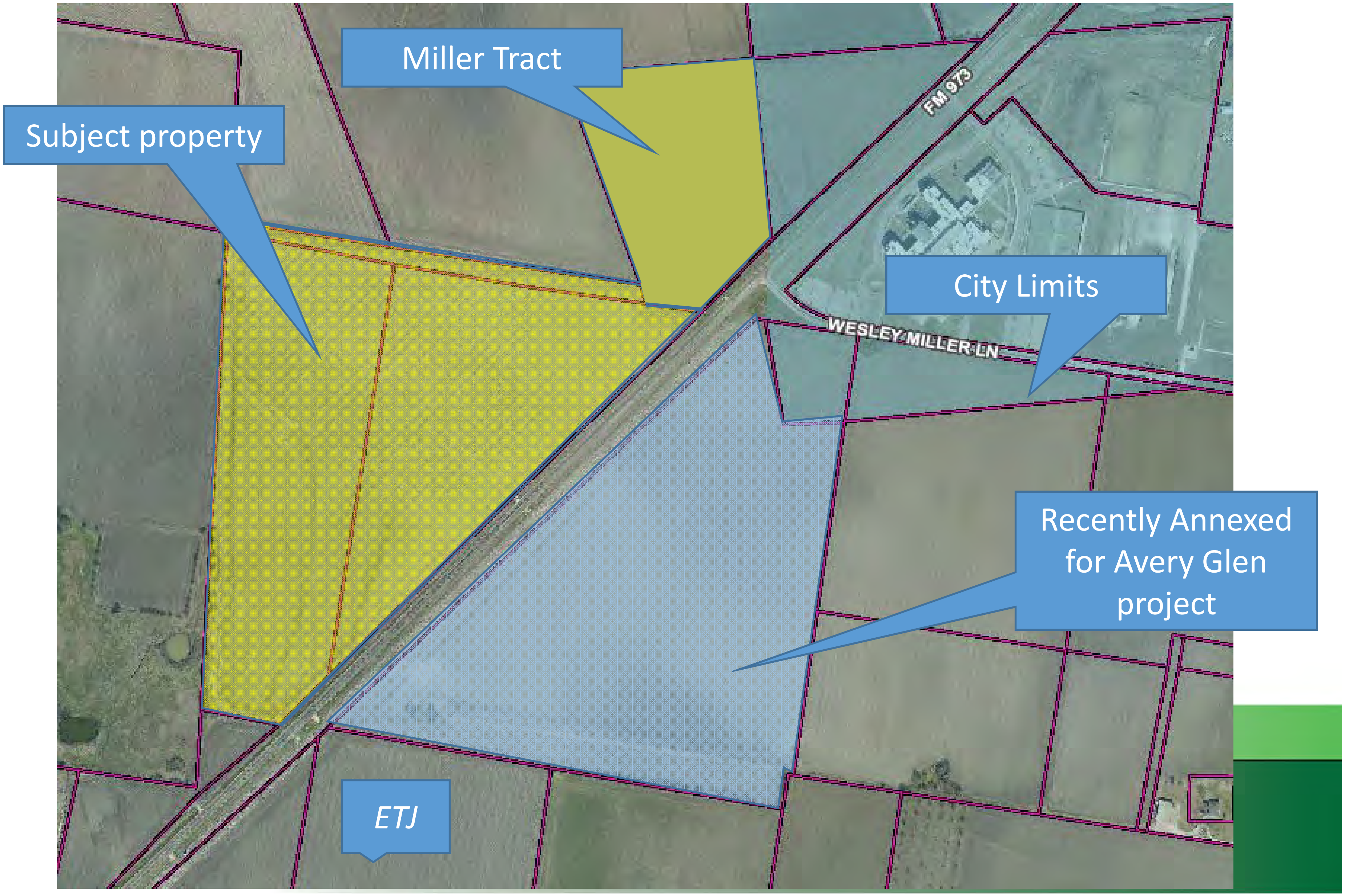
1. Proposed Ordinance 2017-32
2. Exhibit A – Legal Description
3. Exhibit B – Development Plan & Exhibits

Rezoning Request
69.97 acres in the Dentler, Reese, and T.B. RR. Surveys

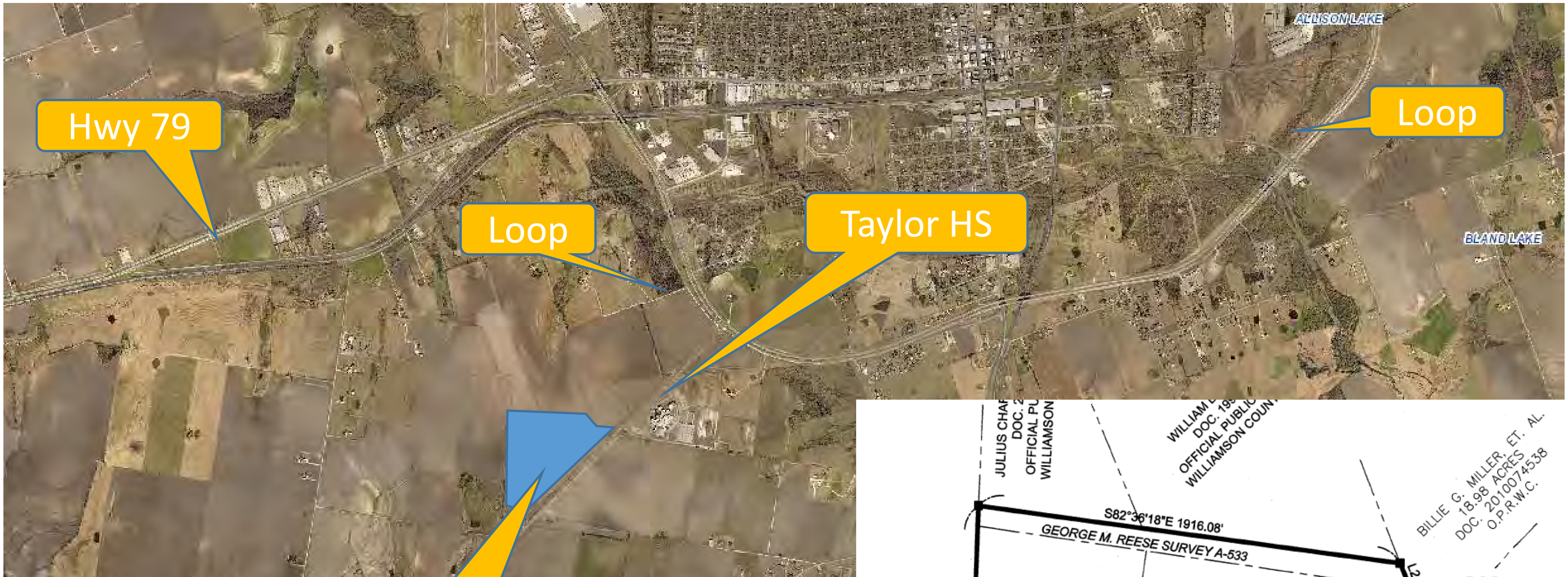
(Located on the west side of FM 973 south of Carlos G. Parker Blvd.)

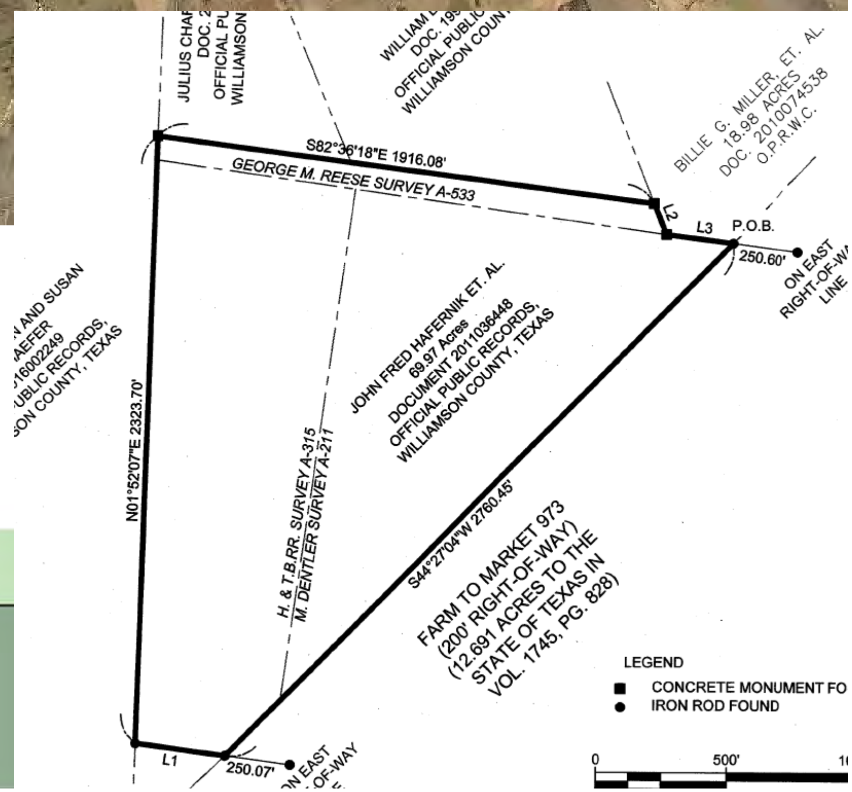
Request – Currently ETJ (Voluntary Annexation submitted)
to a
Planned Development (PD) District
with
Base Districts of
R-1 (Single-family Residential)
and B-1 (Local Business)
to develop
a 296 lot subdivision with two (2) tracts of commercial land totaling 5.31 acres

Current City Limits:

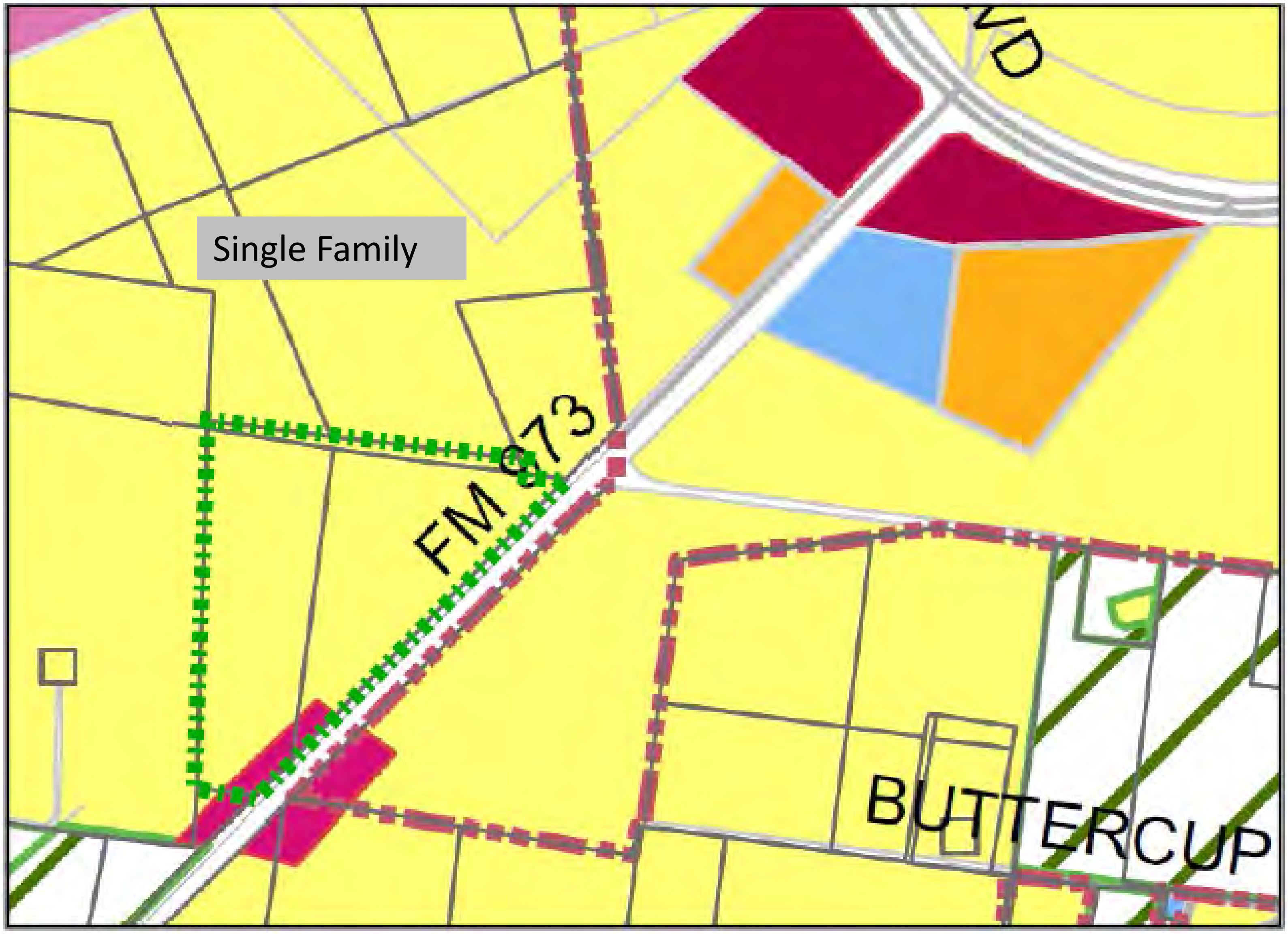


Property


ALLISON LAKE
Hwy 79
Loop
Loop
Taylor HS
BLAND LAKE
69.97 acres


S82°36'18"E 1916.08'
GEORGE M. REESE SURVEY A-533
BILLIE G. MILLER, ET. AL.
18.98 ACRES
DOC. 2010074538
O.P.R.W.C.
L2
L3
P.O.B.
250.60'
JOHN FRED HAFERNIK ET. AL.
69.97 Acres
DOCUMENT 2011036448
OFFICIAL PUBLIC RECORDS,
WILLIAMSON COUNTY, TEXAS
N01°52'07"E 2323.70'
H. & T.B.RR. SURVEY A-315
M. DENTLER SURVEY A-211
S44°27'04"W 2760.45'
FARM TO MARKET 973
(200' RIGHT-OF-WAY)
(12.691 ACRES TO THE
STATE OF TEXAS IN
VOL. 1745, PG. 828)
L1
250.07'
LEGEND
IRON ROD FOUND
0
500'

Future Land Use Map:



Background

- The PD District "*is intended to allow and encourage greater design flexibility and variety*" for either residential or commercial planned developments. This proposal contains 5 acres of commercial land to augment 65 acres of single-family development.
- The Zoning Ordinance allows for lot sizes to be reduced to a minimum of 6,000 square feet via a PD zoning request.
- There is no stated density limits in the Ordinance.

Proposed Deviations (exceed/less restrictive)

- Minimum lot sizes of 6,000 SF
- Minimum lot widths of 50’
- Minimum lot depths of 100’
- Side-entry garage setback (front yard) of 15’
- Masonry requirements exceptions for ‘stylized architecture’
- Traffic Impact Analysis with Final Plat

Proposed Commitments (1) (exceed/more restrictive)

- Restriction of many commercial uses under B-1
- 4-side masonry (with details)
- 90% masonry facades facing FM 973 or other roadways
- Accessory structure height limitation (10')
- Street side setback of 15'
- Fences on street side yards setback 10'
- Home elevation variation (every 3 not alike and across the street)
- Two-car garage for all lots
- Back patios of 100 SF minimum all homes

Proposed Commitments (2) (exceed/more restrictive)

- All parkland owned & maintained by HOA
- Amenities to parkland – trail, playscape, etc.
- Commercial building elevation materials
- Residential lot landscaping (sod, trees, shrubs)
- Sidewalks on both sides of all streets

Analysis

- The density increase being sought is in the range of 25 to 30% (approximately 50 lots) over what could be developed under the R-1 regulations of 70’ wide / 100’ deep / 7,000 SF
- Staff desires the applicant/developer to oversize the waterline along FM973 from an 8-inch line to a minimum 24-inch line. If approved by City Council, through a separate agreement, the City may reimburse the developer the oversize costs.
- 3 remaining aspects of the previous proposal, as presented to the Planning and Zoning Commission, have been satisfied

Recommendation

Planning and Zoning Commission tabled the proposal on November 14th to allow the applicant to meet with staff one additional time and revise the proposal. The Planning and Zoning Commission reconvened on November 28th and made a recommendation to approve the updated proposal with additional conditions:

1. Exhibit D was removed from the proposal as the elevations provided were not a commitment to actual elevations that may be constructed in the subdivision
2. The parkland was increased to ensure a minimum of 5% of private parkland and amenities is provided for the benefit of future residents.
3. The trail along FM 973 is now a meandering, five-foot, concrete sidewalk.
4. Easements shown along FM973 are now removed from the development lots.

Staff recommends introducing the ordinance, as amended and recommended by the Planning and Zoning Commission.

Review Summary -

- DRC meetings held 2/15/17, 04/05/17, 07/12/17
- 1st submittal – August 24
  - Comments issued September 14 (14 business days)
- 2nd submittal – September 18
  - *Feedback emailed September 22 (4 business days)*
- 3rd submittal – October 3
  - Comments issued October 13 (8 business days)
- MEETING HELD – OCTOBER 13
- 4th submittal – October 20
  - Comments issued October 26 (4 business days)
- 5th submittal – October 31
  - Reviewed for the 11/14 P&Z Packet
- P&Z Meeting November 14
- MEETING HELD NOVEMBER 15
- 6th submittal – November 21
  - Reviewed for the 11/28 P&Z Packet

City Council Meeting
January 11, 2018

STRATEGIC PILLAR
☐ Streets/Infrastructure
☒ Quality of Life
☐ Economic Vitality

Agenda Item #: **6**

Agenda Title: Concur with preliminary financials for November 2017

Council Action to be taken: Approve by consent

Department Submitted: Finance Department

Staff Contact: Rosemarie Dennis, Finance Director

1. PURPOSE/DESCRIPTION

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

2. STAFF ANALYSIS AND RECOMMENDATION (Why and How)

The reporting period is as of November 2017. 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, 2017:

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

General Fund:

	Revenue			Expenditures			
	Adopted Budget	Actual Y-T-D	% Y-T-D	Adopted Budget	Actual Y-T-D	% Y-T-D	Net Profit/Loss
General Fund	$ 13,133,664	$ 1,160,002	9%	$ 13,018,109	$ 1,893,245	15%	$ (733,243)

- November revenues are reported at $1,160,002 up by $108,717 or 10.3% over this same time last year. Revenues will increase in the upcoming months when majority of the property tax is collected in December through March. This is why it's important for the City to maintain three months of operating reserves to carry us through the months of October through December.

- Collections of ad valorem tax revenues are $432,563 up by $89,065 or 25.9% from the previous year. The primary reason for the increase is due to the increase seen in property values.

- Sales taxes came in at $275,905 for November, down from prior year by $4,797 or 1.7%. Year-to-date is up by $4,844 or 0.9% when compare to this same time last year. Cumulative is report to be at $525,813 for the City's portion of sales tax.

- Franchise tax collections for the month of November is $19,804 in the General Fund.

- Permits and Licenses collection is report to be at $53,551, up by $20,576 from the previous year. Information on the number of permits issued can be found in the Development Services monthly reports.

- Expenditures are reported at $1,893,245 which is at 16% of the General Funds budget. Overall, expenditures are on track and operating at an acceptable level. It is not unusual for the General Fund to be in the deficit for the first two months of the new fiscal year. The General Fund does reflect deficit of $733,244 when compare to this same last year the deficit was report to be at $819,062. This deficit is anticipated, majority of the ad valorem taxes is not collected until December through February.

Special Revenue Funds;

	Revenue			Expenditures			
	Adopted Budget	Actual Y-T-D	% Y-T-D	Adopted Budget	Actual Y-T-D	% Y-T-D	Net Profit/Loss
Special Revenues							
- Tax Increment Fund (TIF)	$ 293,027	$ 1,151	0%	$ 55,000	$ -	0%	$ 1,151
- Hotel/Motel Tax	$ 76,535	$ 15,185	20%	$ 55,000	$ 5,172	9%	$ 10,013
- Main St. Revenue	$ 74,600	$ 2,435	3%	$ 69,900	$ 11,467	16%	$ (9,032)
- Municipal Court Sec/Tech	$ 14,200	$ 2,709	19%	$ 10,320	$ 5,678	55%	$ (2,969)
- Library Grants/Donations	$ 1,300	$ 804	62%	$ 14,399	$ 4,278	30%	$ (3,474)
Subtotal	$ 459,662	$ 22,284	5%	$ 204,619	$ 26,595	13%	$ (4,311)

- The only activity report is earned interest income of $1,151 which TIF funds held in the Texpool account and can be found in the City's Investment Portfolio.

- Hotel occupancy tax collection is from the five lodging providers which is reported at $15,185. This is up by $2,845 or 23% over the prior year.

- Main Street revenues are overstated in the month of October. A correction was made in the amount of $2,300 and moved to the General Fund. This was monies collected from the car show and reported in the Main Street Fund in error. As of November revenues from sales and other fundraising activities is reported at $2,435. Expenditures are from the five businesses for rental assistance $7,165, city sponsored events $4,187 and Christmas lights supplies of $114. The fund shows a deficit of $9,032.

- Municipal Court Special Revenues are up from time same time last year by $1,315. Expenditures are $953 for replacement printers in the Municipal and software maintenance cost for the ticket writer of $4,725.

- Library Donation Fund reflects revenues generated from interest income of $504 and a donated funds in the amount of $300. $4,278 were for the library books that were purchased.

Proprietary Funds:

	Revenue			Expenditures			
	Adopted Budget	Actual Y-T-D	% Y-T-D	Adopted Budget	Actual Y-T-D	% Y-T-D	Net Profit/Loss
Sanitation Fund	$ 1,739,346	$ 170,468	10%	$ 1,766,238	$ 230,776	13%	$ (60,308)
Utility Fund	$ 9,851,457	$ 1,085,085	11%	$ 9,109,667	$ 783,910	9%	$ 301,175
Airport Fund	$ 527,997	$ 72,791	14%	$ 527,247	$ 61,298	12%	$ 11,493
Cemetery Op. Fund	$ 130,722	$ 17,725	14%	$ 185,850	$ 21,335	11%	$ (3,610)

Sanitation Fund-

- Revenues will lag one month behind due to billing in arrears by 30 days. Year-to date revenues are reported at $153,036 with franchise tax at $17,432. Expenditures represents a payment to the City's solid waste provider in the amount of $230,776.

Utility Fund-

- Water sales is the main source of revenue for this fund followed by sewer. This represents 93% of the total revenues collected year-to-date. Water sales revenue is at $474,624, water wholesale sale customers at $63,105 and sewer at $475,414. All other revenue are reported at $71,942.
- Expenditures in the Utility Fund are report at $783,910. This includes departmental operational cost of $367,789; purchased of treated water from BRA represents $266,421; cost associated with Edmond Street project of $149,700.
- Overall the Utility Fund is operating as anticipated.

Airport Fund-

- Revenues consist of airport hangar rental, sale of fuel and interest income. Hangar rental is report to be at $27,523 which is up from this same time last year by $1,473 or 5%. This increase is due to the rental increase in rates that were implemented in October. Revenues from fuel sales are $43,561, slightly down from prior year by $432 less than 1%. Interest income earned from bond funds are $1,707.
- Operating expenditures when compared to last year are up by $5,165. This is increase is seen in the employee services category and facility repairs improvements. The city will receive 50% reimbursement to off-set the expenditure for certain facility repair improvements done at the Airport.

Cemetery Fund-

- The Cemetery Fund was budgeted in the deficit with expenditures exceeding revenues. Both revenues and expenditures are operating slightly below budget levels as of November. Operational expenditures exceeds revenues.

Other Funds:

	Revenue			Expenditures			
	Adopted Budget	Actual Y-T-D	% Y-T-D	Adopted Budget	Actual Y-T-D	% Y-T-D	Net Profit/Loss
Roadway Impact Fund	$ 32,185	$ 5,787	18%	-	-	0%	$ 5,787
Transportation Fund	$ 793,104	$ 86,067	11%	810,500	2,294	100%	$ 83,773
MDUS	$ 498,409	$ 52,220	10%	$ 319,725	223,978	70%	$ (171,758)
Utility Impact Fund	$ 166,544	$ 36,516	22%	-	-	0%	$ 36,516

- Roadway Impact Fund - Revenues collected year-to-date for roadway impact fees totaled $5,787 with November's collection at $3069. No expenditures budgeted.

- Transportation Fund - For the month of November, the Transportation User Fee is reported at $64,830 with year-to-date at $86,065. Majority of revenue for October charged back to September. Billing is done in arrears. Expenditures are associated with the Edmond Street Project.

- MDUS- The MDUS fee is also billed in arrears. What is reflected for revenues year-to-date is $52,220. Expenditures are associated the drainage project on Edmond.

- Utility Impact Fund- Revenues represents $20,469 in water impact fee with sewer impact fee at $19,047. No expenditures are budgeted.

Internal Service Funds:

	Revenue			Expenditures			
	Adopted Budget	Actual Y-T-D	% Y-T-D	Adopted Budget	Actual Y-T-D	% Y-T-D	Net Profit/Loss
Fleet Service Operating Fund	$ 658,806	$ 111,264	17%	$ 657,950	$ 131,011	20%	$ (19,747)
Fleet Replacement Fund	$ 879,806	$ 79,968	9%	$ 879,806	58,082	7%	$ 21,886

- The Fleet Operating Fund and the Fleet Replacement Fund are all operated by various departments that are charged rental fees and replacement fees which are transferred to the funds to off- set the expenditures for repairs and maintenance to the City's vehicles. This same concept is applied to the Fleet Replacement Fund. The cost of the equipment that was purchased and or leased during the fiscal year are report in this fund.

3. FUNDING SOURCE

N/A

4. TIMELINE CONSIDERATIONS

Immediate consideration.

5. OTHER OPTIONS (In order of preference)

N/A

6. ATTACHMENTS

6a. Preliminary Financials as of November 2017:

- **Attachment A:** Preliminary summaries of the total amounts of revenues and expenditures as of the month of November 2017.
- **Attachment B:** Preliminary financials summaries of each on the operating funds and the special revenue funds. This shows annual budgeted amounts and the year-to-date figures for each fund by the major revenues and expenditures categories.
- **Attachment C:** Checks issued during the month of November.
- **Attachment D:** Balance sheets for each of the operating funds.
- **Attachment E:** Sales Tax Tracking Report.
- **Attachment F:** Current investments year to date.

Monthly Finance Report as of :

November 2017

11/30/17

Attachment A

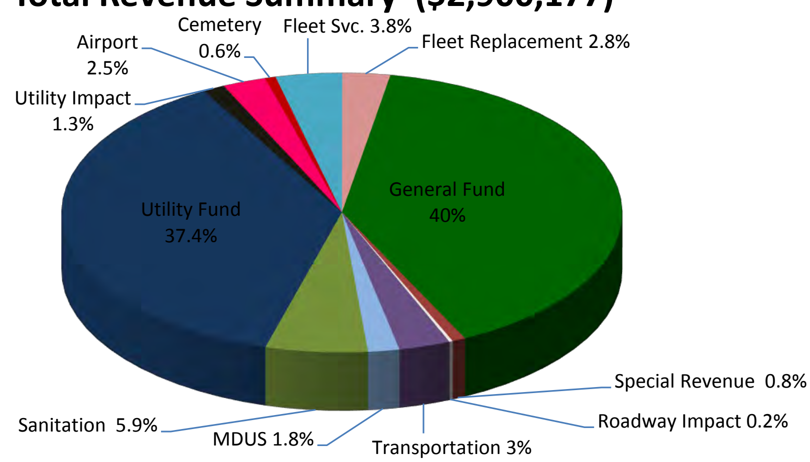
Financial Summary

Summary Revenue/Expenditures

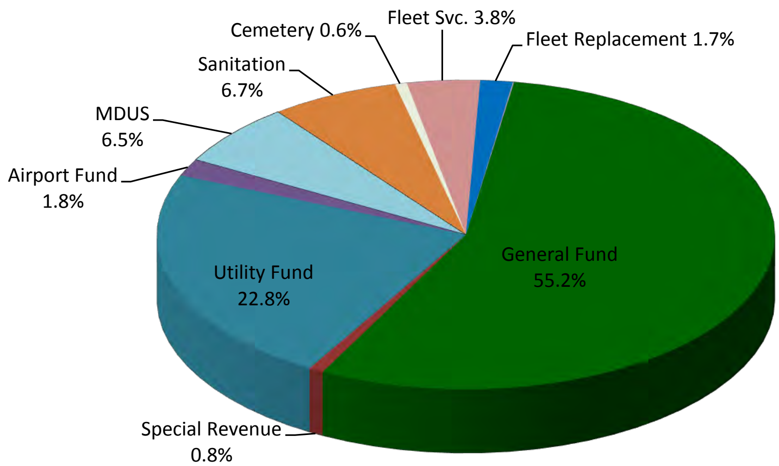
Preliminary Year-to-Date as of November 2017

	Revenue			Expenditures			
	Adopted Budget	Actual Y-T-D	% Y-T-D	Adopted Budget	Actual Y-T-D	% Y-T-D	Net Profit/Loss
General Fund	$ 13,133,664	$ 1,160,002	9%	$ 13,018,109	$ 1,893,245	15%	$ (733,243)
Special Revenues							
- Tax Increment Fund (TIF)	$ 293,027	$ 1,151	0%	$ 55,000	$ -	0%	$ 1,151
- Hotel/Motel Tax	$ 76,535	$ 15,185	20%	$ 55,000	$ 5,172	9%	$ 10,013
- Main St. Revenue	$ 74,600	$ 2,435	3%	$ 69,900	$ 11,467	16%	$ (9,032)
- Municipal Court Sec/Tech	$ 14,200	$ 2,709	19%	$ 10,320	$ 5,678	55%	$ (2,969)
- Library Grants/Donations	$ 1,300	$ 804	62%	$ 14,399	$ 4,278	30%	$ (3,474)
Subtotal	$ 459,662	$ 22,284	5%	$ 204,619	$ 26,595	13%	$ (4,311)
Roadway Impact Fund	$ 32,185	$ 5,787	18%	-	-	0%	$ 5,787
Transportation Fund	$ 793,104	$ 86,067	11%	810,500	2,294	100%	$ 83,773
MDUS	$ 498,409	$ 52,220	10%	$ 319,725	223,978	70%	$ (171,758)
Sanitation Fund	$ 1,739,346	$ 170,468	10%	$ 1,766,238	$ 230,776	13%	$ (60,308)
Utility Fund	$ 9,851,457	$ 1,085,085	11%	$ 9,109,667	$ 783,910	9%	$ 301,175
Utility Impact Fund	$ 166,544	$ 36,516	22%	-	-	0%	$ 36,516
Airport Fund	$ 527,997	$ 72,791	14%	$ 527,247	$ 61,298	12%	$ 11,493
Cemetery Op. Fund	$ 130,722	$ 17,725	14%	$ 185,850	$ 21,335	11%	$ (3,610)
Fleet Service Operating Fund	$ 658,806	$ 111,264	17%	$ 657,950	$ 131,011	20%	$ (19,747)
Fleet Replacement Fund	$ 879,806	$ 79,968	9%	$ 879,806	58,082	7%	$ 21,886
Total	**$ 28,871,702**	**$ 2,900,177**	**10%**	**$ 27,479,711**	**$ 3,432,524**	**12%**	**$ (532,347)**

Total Revenue Summary ($2,900,177)



Total Expenditure Summary ($3,432,524)



11/30/17

Attachment B

Financial Summaries by Fund

General Fund
Special Revenue Funds

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

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

FINANCIAL STATEMENT

AS OF: NOVEMBER 30TH, 2017

100-GENERAL FUND

FINANCIAL SUMMARY

ACCT # ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
310-TAXES	10,104,278.00	630,742.35	996,095.54	9.86	0.00	9,108,182.46
320-PERMITS AND LICENSES	283,220.00	25,527.63	53,550.55	18.91	0.00	229,669.45
330-INTERGOVERNMENTAL REV	156,735.00	1,009.47	1,127.97	0.72	0.00	155,607.03
340-CHARGES FOR SERVICES	299,400.00	16,608.80	27,810.42	9.29	0.00	271,589.58
410-FINES AND FORFEITURES	465,005.00	22,053.88	43,945.51	9.45	0.00	421,059.49
420-ASSESSMENTS	16,500.00	888.07	1,940.40	11.76	0.00	14,559.60
430-USE OF MONEY AND PROP	197,326.00	20,964.80	30,258.68	15.33	0.00	167,067.32
440-DONATIONS FROM PRIVAT	2,000.00	2,060.00	3,020.00	151.00	0.00	(1,020.00)
450-INTERFUND OPERATING T	1,609,200.00	0.00	0.00	0.00	0.00	1,609,200.00
460-PROCEEDS GEN FIXED AS	0.00	2,252.50	2,252.50	0.00	0.00	(2,252.50)
470-PROCEEDS GEN LONG TER	0.00	0.00	0.00	0.00	0.00	0.00
*** TOTAL REVENUES ***	13,133,664.00	722,107.50	1,160,001.57	8.83	0.00	11,973,662.43
	==============	==============	==============	======	==============	==============
EXPENDITURE SUMMARY						
500-CITY COUNCIL	144,012.00	20,090.82	25,009.51	17.37	0.00	119,002.49
501-CITY MANAGEMENT	543,753.00	62,945.07	89,379.58	16.44	0.00	454,373.42
503-PUBLIC INFORMATION	144,894.00	9,325.33	16,034.94	11.07	0.00	128,859.06
504-HUMAN RESOURCES	197,661.00	22,627.94	48,005.03	24.29	0.00	149,655.97
512-FINANCIAL SERVICES	623,028.00	73,861.07	102,990.36	16.53	0.00	520,037.64
516-MUNICIPAL COURT	349,225.00	35,519.55	58,511.35	16.75	0.00	290,713.65
522-DEVELOPMENT SERVICES	823,085.00	56,198.49	103,298.16	12.55	0.00	719,786.84
524-MAIN STREET PROGRAM	82,352.00	11,727.15	28,526.61	34.64	0.00	53,825.39
527-MOODY MUSEUM	6,691.00	256.49	457.03	6.83	0.00	6,233.97
532-PUBLIC LIBRARY	470,691.00	49,110.84	71,752.51	16.18	4,400.01	394,538.48
542-FIRE SUPPRESSION/EMER	2,405,448.00	216,528.84	363,413.10	17.38	54,675.48	1,987,359.42
552-POLICE FIELD SERVICES	3,478,096.00	337,360.60	525,629.43	15.35	8,356.40	2,944,110.17
558-ANIMAL CONTROL SECTIO	196,374.00	16,856.27	33,973.48	17.30	0.00	162,400.52
563-STREET & GROUND MAIN	1,363,623.00	108,167.40	182,950.99	13.57	2,156.52	1,178,515.49
565-PARKS & RECREATION	851,048.00	64,475.42	106,374.01	19.13	56,436.26	688,237.73
566-INTERNAL SVCS/BLDG	421,690.00	39,213.55	68,674.45	17.58	5,458.37	347,557.18
573-ENGINEERING & INSPECT	131,971.00	3,314.84	6,729.33	5.10	0.00	125,241.67
575-INTERNAL SVC/IT DEPT	144,785.00	14,508.42	24,220.31	16.73	0.00	120,564.69
592-NON-DEPARTMENTAL	639,682.00	11,829.76	37,314.98	5.83	0.00	602,367.02
*** TOTAL EXPENDITURES ***	13,018,109.00	1,153,917.85	1,893,245.16	15.55	131,483.04	10,993,380.80
	==============	==============	==============	======	==============	==============
*** TOTAL PROFIT / (LOSS) ***	115,555.00	(431,810.35)	(733,243.59)	748.32-	(131,483.04)	980,281.63
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FINANCIAL STATEMENT

AS OF: NOVEMBER 30TH, 2017

119-TIF (TAX INCREMENT FUND)

FINANCIAL SUMMARY

ACCT # ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
310-TAXES	182,309.00	0.00	0.00	0.00	0.00	182,309.00
330-INTERGOVERNMENTAL REV	108,068.00	0.00	0.00	0.00	0.00	108,068.00
430-USE OF MONEY AND PROP	2,650.00	571.70	1,151.37	43.45	0.00	1,498.63
*** TOTAL REVENUES ***	293,027.00	571.70	1,151.37	0.39	0.00	291,875.63
EXPENDITURE SUMMARY						
520-TIF EXPENSES	55,000.00	0.00	0.00	0.00	0.00	55,000.00
*** TOTAL EXPENDITURES ***	55,000.00	0.00	0.00	0.00	0.00	55,000.00
*** TOTAL PROFIT / (LOSS) ***	238,027.00	571.70	1,151.37	0.48	0.00	236,875.63

FINANCIAL STATEMENT

AS OF: NOVEMBER 30TH, 2017

120-HOTEL/MOTEL FUND

FINANCIAL SUMMARY

ACCT # ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
310-TAXES	76,535.00	8,289.01	15,184.87	19.84	0.00	61,350.13
420-ASSESSMENTS	0.00	0.00	0.00	0.00	0.00	0.00
430-USE OF MONEY AND PROP	0.00	0.00	0.00	0.00	0.00	0.00
*** TOTAL REVENUES ***	76,535.00	8,289.01	15,184.87	19.84	0.00	61,350.13
EXPENDITURE SUMMARY						
612-HOTEL/MOTEL TAX	55,000.00	5,171.90	5,171.90	9.40	0.00	49,828.10
*** TOTAL EXPENDITURES ***	55,000.00	5,171.90	5,171.90	9.40	0.00	49,828.10
*** TOTAL PROFIT / (LOSS) ***	21,535.00	3,117.11	10,012.97	46.50	0.00	11,522.03

FINANCIAL STATEMENT

AS OF: NOVEMBER 30TH, 2017

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
430-USE OF MONEY AND PROP	0.00	0.00	0.00	0.00	0.00	0.00
440-DONATIONS FROM PRIVAT	25,000.00	(2,300.00)	2,435.00	9.74	0.00	22,565.00
450-INTERFUND OPERATING T	49,600.00	0.00	0.00	0.00	0.00	49,600.00
*** TOTAL REVENUES ***	74,600.00	(2,300.00)	2,435.00	3.26	0.00	72,165.00
EXPENDITURE SUMMARY						
615-CONTRIBUTE TO CIVIC P	69,900.00	6,362.91	11,466.59	16.40	0.00	58,433.41
*** TOTAL EXPENDITURES ***	69,900.00	6,362.91	11,466.59	16.40	0.00	58,433.41
*** TOTAL PROFIT / (LOSS) ***	4,700.00	(8,662.91)	(9,031.59)	192.16-	0.00	13,731.59

FINANCIAL STATEMENT

AS OF: NOVEMBER 30TH, 2017

125-MUNICIPAL CRT SPECIAL FEE

FINANCIAL SUMMARY

ACCT # ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
410-FINES AND FORFEITURES	14,200.00	1,501.27	2,709.39	19.08	0.00	11,490.61
450-INTERFUND OPERATING T	0.00	0.00	0.00	0.00	0.00	0.00
*** TOTAL REVENUES ***	14,200.00	1,501.27	2,709.39	19.08	0.00	11,490.61
EXPENDITURE SUMMARY						
625-MUNICIPAL COURT BLDG	6,920.00	953.22	953.22	48.92	2,432.08	3,534.70
626-MUNICIPAL CRT TECHNO	3,400.00	4,725.00	4,725.00	138.97	0.00	(1,325.00)
627-MUN COURT JUDICIAL	0.00	0.00	0.00	0.00	0.00	0.00
*** TOTAL EXPENDITURES ***	10,320.00	5,678.22	5,678.22	78.59	2,432.08	2,209.70
*** TOTAL PROFIT / (LOSS) ***	3,880.00	(4,176.95)	(2,968.83)	139.20-	(2,432.08)	9,280.91

FINANCIAL STATEMENT

AS OF: NOVEMBER 30TH, 2017

129-LIBRARY GRANT/DONATION

FINANCIAL SUMMARY

ACCT # ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
330-INTERGOVERNMENTAL REV	0.00	0.00	0.00	0.00	0.00	0.00
430-USE OF MONEY AND PROP	1,300.00	249.50	504.34	38.80	0.00	795.66
440-DONATIONS FROM PRIVAT	0.00	300.00	300.00	0.00	0.00	(300.00)
*** TOTAL REVENUES ***	1,300.00	549.50	804.34	61.87	0.00	495.66
EXPENDITURE SUMMARY						
624-LIBRARY	14,399.00	0.00	4,278.40	29.71	0.00	10,120.60
*** TOTAL EXPENDITURES ***	14,399.00	0.00	4,278.40	29.71	0.00	10,120.60
*** TOTAL PROFIT / (LOSS) ***	(13,099.00)	549.50	(3,474.06)	26.52	0.00	(9,624.94)

FINANCIAL STATEMENT

AS OF: NOVEMBER 30TH, 2017

200-ROADWAY IMPACT FEE FUND

FINANCIAL SUMMARY

ACCT # ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
420-ASSESSMENTS	32,185.00	3,068.95	5,786.95	17.98	0.00	26,398.05
*** TOTAL REVENUES ***	32,185.00	3,068.95	5,786.95	17.98	0.00	26,398.05
EXPENDITURE SUMMARY						
631-ROADWAY IMPACT FEE	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) ***	32,185.00	3,068.95	5,786.95	17.98	0.00	26,398.05

FINANCIAL STATEMENT

AS OF: NOVEMBER 30TH, 2017

210-TRANSPORTATION FUND

FINANCIAL SUMMARY

ACCT # ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
340-CHARGES FOR SERVICES	793,104.00	64,830.24	86,066.94	10.85	0.00	707,037.06
*** TOTAL REVENUES ***	793,104.00	64,830.24	86,066.94	10.85	0.00	707,037.06
EXPENDITURE SUMMARY						
632-TRANSPORTATION	810,500.00	2,294.02	2,294.02	0.28	0.00	808,205.98
*** TOTAL EXPENDITURES ***	810,500.00	2,294.02	2,294.02	0.28	0.00	808,205.98
*** TOTAL PROFIT / (LOSS) ***	(17,396.00)	62,536.22	83,772.92	481.56-	0.00	(101,168.92)

FINANCIAL STATEMENT

AS OF: NOVEMBER 30TH, 2017

300-MUNICIPAL DRAINAGE UTILIT

FINANCIAL SUMMARY

ACCT # ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
330-INTERGOVERNMENTAL REV	0.00	0.00	0.00	0.00	0.00	0.00
340-CHARGES FOR SERVICES	498,409.00	40,341.20	52,219.73	10.48	0.00	446,189.27
430-USE OF MONEY AND PROP	0.00	0.00	0.00	0.00	0.00	0.00
460-PROCEEDS GEN FIXED AS	0.00	0.00	0.00	0.00	0.00	0.00
470-PROCEEDS GEN LONG TER	0.00	0.00	0.00	0.00	0.00	0.00
*** TOTAL REVENUES ***	498,409.00	40,341.20	52,219.73	10.48	0.00	446,189.27
EXPENDITURE SUMMARY						
750-MUNICIPAL DRAINAGE	312,025.00	223,979.70	223,977.80	71.78	0.00	88,047.20
*** TOTAL EXPENDITURES ***	312,025.00	223,979.70	223,977.80	71.78	0.00	88,047.20
*** TOTAL PROFIT / (LOSS) ***	186,384.00	(183,638.50)	(171,758.07)	92.15-	0.00	358,142.07

FINANCIAL STATEMENT

AS OF: NOVEMBER 30TH, 2017

320-SANITATION FUND

FINANCIAL SUMMARY

ACCT # ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
310-TAXES	174,246.00	13,737.03	17,432.09	10.00	0.00	156,813.91
340-CHARGES FOR SERVICES	1,565,100.00	115,815.61	153,036.24	9.78	0.00	1,412,063.76
*** TOTAL REVENUES ***	1,739,346.00	129,552.64	170,468.33	9.80	0.00	1,568,877.67
	==============	==============	==============	======	==============	==============
EXPENDITURE SUMMARY						
721-SANITATION/GARBAGE	1,766,238.00	115,314.97	230,775.71	13.07	0.00	1,535,462.29
*** TOTAL EXPENDITURES ***	1,766,238.00	115,314.97	230,775.71	13.07	0.00	1,535,462.29
	==============	==============	==============	======	==============	==============
*** TOTAL PROFIT / (LOSS) ***	(26,892.00)	14,237.67	(60,307.38)	224.26	0.00	33,415.38
	==============	==============	==============	======	==============	==============

FINANCIAL STATEMENT

AS OF: NOVEMBER 30TH, 2017

340-PUBLIC UTILITIES FUND

FINANCIAL SUMMARY

ACCT # ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
320-PERMITS AND LICENSES	400.00	100.00	100.00	25.00	0.00	300.00
330-INTERGOVERNMENTAL REV	0.00	0.00	0.00	0.00	0.00	0.00
340-CHARGES FOR SERVICES	9,740,852.00	804,826.11	1,070,289.59	10.99	0.00	8,670,562.41
420-ASSESSMENTS	40,100.00	1,615.00	2,911.00	7.26	0.00	37,189.00
430-USE OF MONEY AND PROP	69,105.00	5,478.56	11,698.97	16.93	0.00	57,406.03
450-INTERFUND OPERATING T	0.00	0.00	0.00	0.00	0.00	0.00
460-PROCEEDS GEN FIXED AS	1,000.00	72.37	85.80	8.58	0.00	914.20
470-PROCEEDS GEN LONG TER	0.00	0.00	0.00	0.00	0.00	0.00
*** TOTAL REVENUES ***	9,851,457.00	812,092.04	1,085,085.36	11.01	0.00	8,766,371.64
EXPENDITURE SUMMARY						
701-UTILITIES ADMINISTRAT	418,896.00	37,003.37	67,966.71	16.23	0.00	350,929.29
706-WASTEWATER TREATMENT	633,207.00	46,909.30	107,985.20	17.39	2,120.00	523,101.80
708-UTILITY DISTRIBUTION/	1,840,138.00	115,104.20	172,871.87	10.29	16,400.13	1,650,866.00
709-UTILITIES NON-DEPARTM	6,217,426.00	291,743.05	435,085.96	7.00	0.00	5,782,340.04
*** TOTAL EXPENDITURES ***	9,109,667.00	490,759.92	783,909.74	8.81	18,520.13	8,307,237.13
*** TOTAL PROFIT / (LOSS) ***	741,790.00	321,332.12	301,175.62	38.10	(18,520.13)	459,134.51

FINANCIAL STATEMENT

AS OF: NOVEMBER 30TH, 2017

345-UTILITY IMPACT FEE FUND

FINANCIAL SUMMARY

ACCT # ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
340-CHARGES FOR SERVICES	166,544.00	17,415.00	36,516.00	21.93	0.00	130,028.00
*** TOTAL REVENUES ***	166,544.00	17,415.00	36,516.00	21.93	0.00	130,028.00
EXPENDITURE SUMMARY						
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) ***	166,544.00	17,415.00	36,516.00	21.93	0.00	130,028.00

FINANCIAL STATEMENT

AS OF: NOVEMBER 30TH, 2017

350-AIRPORT FUND

FINANCIAL SUMMARY

ACCT # ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
330-INTERGOVERNMENTAL REV	0.00	0.00	0.00	0.00	0.00	0.00
340-CHARGES FOR SERVICES	525,497.00	28,805.25	71,083.57	13.53	0.00	454,413.43
420-ASSESSMENTS	0.00	0.00	0.00	0.00	0.00	0.00
430-USE OF MONEY AND PROP	2,500.00	847.73	1,707.23	68.29	0.00	792.77
440-DONATIONS FROM PRIVAT	0.00	0.00	0.00	0.00	0.00	0.00
450-INTERFUND OPERATING T	0.00	0.00	0.00	0.00	0.00	0.00
*** TOTAL REVENUES ***	527,997.00	29,652.98	72,790.80	13.79	0.00	455,206.20
EXPENDITURE SUMMARY						
732-AIRPORT OPERATIONS DE	527,247.00	18,887.96	61,297.46	11.63	0.00	465,949.54
*** TOTAL EXPENDITURES ***	527,247.00	18,887.96	61,297.46	11.63	0.00	465,949.54
*** TOTAL PROFIT / (LOSS) ***	750.00	10,765.02	11,493.34	532.45	0.00	(10,743.34)

FINANCIAL STATEMENT

AS OF: NOVEMBER 30TH, 2017

370-CEMETERY OPERATING FUND

FINANCIAL SUMMARY

ACCT # ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
330-INTERGOVERNMENTAL REV	0.00	0.00	0.00	0.00	0.00	0.00
340-CHARGES FOR SERVICES	84,770.00	1,940.00	3,420.00	4.03	0.00	81,350.00
430-USE OF MONEY AND PROP	2,452.00	1,575.00	1,705.00	69.54	0.00	747.00
440-DONATIONS FROM PRIVAT	0.00	0.00	0.00	0.00	0.00	0.00
450-INTERFUND OPERATING T	12,000.00	0.00	0.00	0.00	0.00	12,000.00
460-PROCEEDS GEN FIXED AS	31,500.00	9,450.00	12,600.00	40.00	0.00	18,900.00
*** TOTAL REVENUES ***	130,722.00	12,965.00	17,725.00	13.56	0.00	112,997.00
EXPENDITURE SUMMARY						
761-CEMETERY OPERATING DE	185,850.00	13,131.17	21,335.50	11.48	0.00	164,514.50
*** TOTAL EXPENDITURES ***	185,850.00	13,131.17	21,335.50	11.48	0.00	164,514.50
*** TOTAL PROFIT / (LOSS) ***	(55,128.00)	(166.17)	(3,610.50)	6.55	0.00	(51,517.50)

FINANCIAL STATEMENT

AS OF: NOVEMBER 30TH, 2017

382-FLEET SERVICES OPERATING

FINANCIAL SUMMARY

ACCT # ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
340-CHARGES FOR SERVICES	658,806.00	54,654.00	109,308.00	16.59	0.00	549,498.00
420-ASSESSMENTS	0.00	0.00	1,956.53	0.00	0.00	(1,956.53)
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
*** TOTAL REVENUES ***	658,806.00	54,654.00	111,264.53	16.89	0.00	547,541.47
EXPENDITURE SUMMARY						
517-FlEET SERVICES	657,950.00	66,874.14	131,011.24	23.30	22,270.25	504,668.51
*** TOTAL EXPENDITURES ***	657,950.00	66,874.14	131,011.24	23.30	22,270.25	504,668.51
*** TOTAL PROFIT / (LOSS) ***	856.00	(12,220.14)	(19,746.71)	908.52-	(22,270.25)	42,872.96

FINANCIAL STATEMENT

AS OF: NOVEMBER 30TH, 2017

384-FLEET REPLACEMENT FUND

FINANCIAL SUMMARY

ACCT # ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
340-CHARGES FOR SERVICES	879,806.00	39,984.00	79,968.00	9.09	0.00	799,838.00
420-ASSESSMENTS	0.00	0.00	0.00	0.00	0.00	0.00
430-USE OF MONEY AND PROP	0.00	0.00	0.00	0.00	0.00	0.00
450-INTERFUND OPERATING T	0.00	0.00	0.00	0.00	0.00	0.00
460-PROCEEDS GEN FIXED AS	0.00	0.00	0.00	0.00	0.00	0.00
470-PROCEEDS GEN LONG TER	0.00	0.00	0.00	0.00	0.00	0.00
*** TOTAL REVENUES ***	879,806.00	39,984.00	79,968.00	9.09	0.00	799,838.00
EXPENDITURE SUMMARY						
518-EQUIPMENT REPLACEMENT	879,806.00	6,304.33	58,082.47	6.60	0.00	821,723.53
*** TOTAL EXPENDITURES ***	879,806.00	6,304.33	58,082.47	6.60	0.00	821,723.53
*** TOTAL PROFIT / (LOSS) ***	0.00	33,679.67	21,885.53	0.00	0.00	(21,885.53)

11/30/17

Attachment C

COUNCIL REPORT

CHECKS POSTED IN NOVEMBER 2017

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	GENERAL FUND	AFLAC	AFLAC NOVEMBER 2017 INVOIC	2,568.47
		AT&T	E-RATE DISCOUNT	4.47-
			E-RATE DISCOUNT	0.00
		CLIFFORD, PENNY CHRISTINE c/o TX CHILD	CAUSE # 12-1678-FC4	253.20
			CAUSE # 12-1678-FC4	253.20
			CAUSE # 12-1678-FC4	253.20
		HERRERA, EDITH D %ARIZONA SUPPORT PAYM	VINCENT CLIFFORD CS FOR DE	237.46
			VINCENT CLIFFORD CS FOR DE	237.46
			VINCENT CLIFFORD CS FOR DE	237.46
		MISCELLANEOUS LOPEZ, SHARON	Cash Refund:E0008095 -01	100.00
		CEPAK, LANAE NICHOLE	Bond Refund:CT001217 -01	250.00
		GAGE, TOMMIE	GAGE, TOMMIE:BALLFIELD REF	100.00
		NORVELL, BRANDI	NORVELL, BRANDI:PAV DEP RE	75.00
		McCREARY, VESELKA, BRAGG & ALLEN PC	COURT COLLECT FEES OCT 201	183.90
			COURT COLLECT FEES OCT 201	1,322.27
		NATIONWIDE RETIREMENT SOLUTIONS	EMPLOYEE CONTRIBUTIONS	1,538.82
			EMPLOYEE CONTRIBUTIONS	1,538.82
			EMPLOYEE CONTRIBUTIONS	1,538.82
		PRE-PAID LEGAL SERVICES, INC. DBA LEGA	PRE-PAID LEGAL PREMIUMS	352.85
			ADD SUSAN DAVIS	18.95
		CITIZENS NATIONAL BANK	FEDERAL WITHHOLDING	24,952.58
			FEDERAL WITHHOLDING	22,780.52
			FEDERAL WITHHOLDING	37.04
			FEDERAL WITHHOLDING	23,746.19
			FICA CONTRIBUTIONS AND MAT	14,120.46
			FICA CONTRIBUTIONS AND MAT	13,275.34
			FICA CONTRIBUTIONS AND MAT	46.87
			FICA CONTRIBUTIONS AND MAT	13,556.02
			MEDICARE CONTRIB AND MATCH	3,302.33
			MEDICARE CONTRIB AND MATCH	3,104.74
			MEDICARE CONTRIB AND MATCH	10.96
			MEDICARE CONTRIB AND MATCH	3,170.36
		TAYLOR ECONOMIC DEV.CORP.	TEDC NOV SALES TAX	91,968.34
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	16,545.98
			CONTRIBUTIONS	15,574.81
			CONTRIBUTIONS	52.92
			CONTRIBUTIONS	15,897.26
			TEDC TMRS CONT NOV 2017	2,865.00
		UNITED WAY OF WILLIAMSON COUNTY	EMPLOYEE CONTRIBUTIONS	10.00
			EMPLOYEE CONTRIBUTIONS	10.00
		UNUM LIFE INS CO OF AMERI	LIFE INSURANCE PREMIUMS	595.90
		TAYLOR PROFESSIONAL FIREFIGHTER ASSOCI	ACCT #2091015	316.00
		SUN LIFE ASSURANCE COMPANY	DENTAL PAYABLE	2,182.52
			DENTAL PAYABLE	2,216.12
			TOTAL:	281,393.67
CITY COUNCIL	GENERAL FUND	JPMORGAN CHASE BANK NA	CREDIT ON HOTEL TX 100-500	43.02-
		MUNICIPAL CODE CORP.	MUNICODE ADMIN FEE	350.00
			CODE UPDATE SUPPLMENT #4	1,149.00
		RYDELL, BRANDT	B RYDELL/TML ANNUAL CONF	166.92
			B RYDELL/TML ANNUAL CONF	40.92
		MANSFIELD, AMY DBA SWEET PEA'S BAKERY	BROWNIES FOR EXECUTIVE SES	12.00
		SHEPHERD'S HEART FOOD PANTRY & CO MINI	SHEPHERD HEART FY 17-18	10,000.00
		HEJL & SCHROEDER, P.C.	OCT BILL FOR CITY LEGAL SE	8,415.00
			TOTAL:	20,090.82

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
CITY MANAGEMENT	GENERAL FUND	4IMPRINT, INC	MARDI GRAS PENS	325.16
		BCT - #6014	2 NAME TAGS FOR J JENKINS	14.15
		BREWMESUM COFFEE	COFFEE	4.38
			COFFEE	17.89
		TEXAS DEPARTMENT OF INFORMATION RESOUR	MONTHLY PHONE BILL	11.92
		HEB CREDIT RECEIVABLES	ACM INTERVIEW GIFT BAGS	10.91
			ACM INTERVIEWS	20.32
		MISCELLANEOUS MENDEZ, ESTHER	MENDEZ, ESTHER:EMP APP PAR	79.80
		KANSAS UNIVERSITY CITY MANAGERS	KUCIMAT LUNCHEON - ICMA	120.00
		LANDRY'S SEAFOOD HOUSE	ICMA 2017 - FOOD MR TURNER	81.05
		LINCOLN	LTD INSURANCE PREMIUMS	59.01
		LUBY'S HOUSTON	I TURNER - TML CONF	18.14
		NY PIZZA & PASTA	LEAD TAYLOR LUNCH	129.92
		OFFICE DEPOT CORPORATION	COPY PAPER	41.97
			EMPLOYEE APPRECIATION INVI	23.30
		PAPPADEAUX	I TURNER - TML CONF	42.86
		QUICHE & CRUMBS	ACM INTERVIEW BREAKFAST	77.00
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	611.91
			FICA CONTRIBUTIONS AND MAT	576.64
			FICA CONTRIBUTIONS AND MAT	607.64
			MEDICARE CONTRIB AND MATCH	143.11
			MEDICARE CONTRIB AND MATCH	134.86
			MEDICARE CONTRIB AND MATCH	142.11
		STRATEGIC GOVERNMENT RESOURCES	ACM SEARCH	11,503.43
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	1,216.71
			CONTRIBUTIONS	1,147.88
			CONTRIBUTIONS	1,208.38
		UNUM LIFE INS CO OF AMERI	DEC. UNUM AD&D	49.41
		WAL-MART COMMUNITY/GEMB	REIMBURSEMENT LEAD TAYLOR	10.13-
			10/19 LEAD TAYLOR	53.64
		TCMA REGION 7	TCMA MEMBER DUES-I TURNER	25.00
		CRACKER BARREL STORE #690	ICMA 2017 - MR TURNER FOOD	32.85
		FIG TREE RESTAURANT & LITTLE RHEIN STE	ICMA 2017 MR TURNER	105.00
		THE SAM HOUSTON HOTEL	I TURNER - TML CONF	255.83
			I TURNER - TML CONF	2,551.77
		MANSFIELD, AMY DBA SWEET PEA'S BAKERY	STRAT FACILITIES PLAN WORK	287.50
		DAVIS GROCERY & BBQ	STRATEGIC FACILITIES PLN-S	325.00
			ACM INTERVIEW LUNCHEON	455.00
		AMERICAN AIRLINES	ACM CANDIDATE - THOMAS THO	425.60
		HILTON PALACIO del RIO	ICMA 2017 - LODGING MR TUR	1,482.64
		DAHILL	COLOR COPIES OVERAGE	358.43
			EQUIPMENT MAINTENANCE	55.28
		TURNER, ISAAC	I TURNER ICMA-SAN ANTONIO,	135.89
			I TURNER ICMA-SAN ANTONIO,	47.43-
			I TURNER-TML CONF-HOUSTON	218.76
			I TURNER-TML CONF-HOUSTON	11.48-
		SHRED-IT US JV LLC DBA SHRED-IT USA LL	SHREDDING	292.20
			SHREDDING SERVICES NOV 201	193.20
		ICMA-RC PLAN SPONSOR SERVICES	PLAN 307325	99.83
			PLAN 307325	99.83
		METROSTUDY, INC.	MARKET STUDY-RETAIN-TAYLOR	14,000.00
		SUN LIFE ASSURANCE COMPANY	DENTAL INSURANCE	107.20
			DENTAL INSURANCE	107.20
		JENKINS, JEFFREY	HOTEL-ACM INTERVIEW	213.55
			MILEAGE/PER DIEM MEALS	276.65
			TOTAL:	40,508.67

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
PUBLIC INFORMATION	GENERAL FUND	AUSTIN BUSINESS JOURNAL	AUSTIN BUSINESS JOURNEL/1	90.00
		BREWMESUM COFFEE	COFFEE	4.38
			COFFEE	17.89
		CIVIC PLUS	CIVICSEND CO PLATFORM REN	1,044.75-
		TEXAS DEPARTMENT OF INFORMATION RESOUR	MONTHLY PHONE BILL	0.49
		FACEBOOK INC	DO YOU KNOW CITY OF TAYLOR	11.07
		LINCOLN	LTD INSURANCE PREMIUMS	16.25
		OFFICE DEPOT CORPORATION	COPY PAPER	3.71
			PLANNER & HIGHLIGHTERS	38.67
			NOTE PADS	18.09
		SHUTTERSTOCK, INC	365 DAY IMAGES ON DEMAND	49.00
		SIGNUPGENIUS	GENIUS SIGN UP PRO SILVER	107.89
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	154.15
			FICA CONTRIBUTIONS AND MAT	154.15
			FICA CONTRIBUTIONS AND MAT	154.15
			MEDICARE CONTRIB AND MATCH	36.05
			MEDICARE CONTRIB AND MATCH	36.05
			MEDICARE CONTRIB AND MATCH	36.05
		TAYLOR OFFICE PRODUCTS INC	DOOR HANGER-WEST NILE NOTI	220.00
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	303.48
			CONTRIBUTIONS	303.48
			CONTRIBUTIONS	303.48
		UNUM LIFE INS CO OF AMERI	DEC. UNUM AD&D	13.01
		GRAPHIC STOCK	CHANGE YOUR CLOCKS	3.99
		SWAGIT PRODUCTIONS, LLC	VIDEO STREAM SERVICES-NOV	695.00
		DAHILL	COLOR COPIES OVERAGE	50.52
		SUN LIFE ASSURANCE COMPANY	DENTAL INSURANCE	24.54
			DENTAL INSURANCE	24.54
			TOTAL:	1,825.33
HUMAN RESOURCES	GENERAL FUND	COX TEXAS NEWSPAPERS, LP DBA:	COMMUNICATIONS SUP - ROUND	103.20
			VICTIM SVS AD - PFLUGERVIL	94.60
		BREWMESUM COFFEE	COFFEE	4.38
			COFFEE	17.89
		TEXAS DEPARTMENT OF INFORMATION RESOUR	MONTHLY PHONE BILL	3.51
		DPS GEN SERVICES BUREAU	PRE-EMP BACKGROUND CHECK	2.00
		LINCOLN	LTD INSURANCE PREMIUMS	26.62
		LYNN ROSS & GANNAWAY, LLP	LEGAL SVCS THU NOVEMBER 20	697.50
		OFFICE DEPOT CORPORATION	COPY PAPER	23.39
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	247.15
			FICA CONTRIBUTIONS AND MAT	247.15
			FICA CONTRIBUTIONS AND MAT	247.15
			MEDICARE CONTRIB AND MATCH	57.80
			MEDICARE CONTRIB AND MATCH	57.80
			MEDICARE CONTRIB AND MATCH	57.80
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	502.88
			CONTRIBUTIONS	502.88
			CONTRIBUTIONS	502.88
		UNUM LIFE INS CO OF AMERI	DEC. UNUM AD&D	21.41
		WILLIAMSON COUNTY SUN	COMMUNICATIONS SUPERV AD	30.70
		COMPLIANCE ASSOCIATES,LP	PRE-EMP/RANDOM DRUG SCREEN	377.59
		FRED PRYOR SEMINARS	PRYOR SEMINAR RENEWAL	199.00
		TEXAS A&M UNIVERSITY 02-467771 ATTN: D	FF PRE-EMPLOYMENT PHYSICAL	1,080.00
		SUPER DONUT	CIVIL SERVICE TRAINING - F	20.70
		FIRST CHECK	PRE-EMP. BCKGRD CHK-J. SCH	12.00
		LEONARD NORED DBA LDN CONSULTING	DRIVER OP EXAM PREP	1,000.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		DAHILL	COLOR COPIES OVERAGE	200.94
			EQUIPMENT MAINTENANCE	55.28
		WAGE WORKS, INC. DBA CONEXIS	OCT. COBRA SERVICES	25.00
			NOVEMBER 2017 COBRA SVCS	25.00
		MILLER,BRANDY, PHD PC	PRE-EMP PSYCH/SIMMONS/KRAE	400.00
		SUN LIFE ASSURANCE COMPANY	DENTAL INSURANCE	49.08
			DENTAL INSURANCE	49.08
		COLEMAN, TROY DBA COLEMAN & ASSO. CONS	LEADER COACHING	1,462.50
		UNIVERSITY OF TEXAS AT AUSTIN	SURVEY OF EMP ENGAGE SET	1,795.00
			TOTAL:	10,199.86
FINANCIAL SERVICES	GENERAL FUND	BREWMESUM COFFEE	COFFEE	4.38
			COFFEE	17.89
		TEXAS DEPARTMENT OF INFORMATION RESOUR	MONTHLY PHONE BILL	4.95
		FED EX	COURIER-MCCALL	66.99
		TYLER TECHNOLOGIES, INC	ACCTS PAY MAINT 1/1-12/31/	2,457.01
			CHECK RECON 1/1-12/31/18	0.00
			GEN LEDGER 1/1-12/31/18	3,522.26
			PAYROLL/PERSONNEL 1/1-12/3	3,277.01
		LINCOLN	LTD INSURANCE PREMIUMS	57.99
		OFFICE DEPOT CORPORATION	COPY PAPER	21.90
		QUILL CORPORATION	2018 CALENDAR	11.42
			HP950/951 INK	145.87
			2018 CALENDARS	60.24
			1099'S & W-2'S	132.58
			CALENDAR	13.60
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	492.21
			FICA CONTRIBUTIONS AND MAT	492.21
			FICA CONTRIBUTIONS AND MAT	492.21
			MEDICARE CONTRIB AND MATCH	115.11
			MEDICARE CONTRIB AND MATCH	115.11
			MEDICARE CONTRIB AND MATCH	115.11
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	1,078.34
			CONTRIBUTIONS	1,078.34
			CONTRIBUTIONS	1,078.34
		UNUM LIFE INS CO OF AMERI	DEC. UNUM AD&D	46.82
		WAL-MART COMMUNITY/GEMB	BATTERIES	14.97
			LATE CHARGE	2.68
		WILLIAMSON CENTRAL APPRAISAL DISTRICT	WCAD-1ST QTR	13,122.25
		AMAZON.COM	THE OZ PRINCIPLE	12.50
		YP	YP AD	25.00
		BROOKS WATSON & COMPANY	AUDITING FY 2016-17	15,000.00
		INTEGRITY CLIENT SERVICE LLC DBA CAPRI	OPEB 2017	3,450.00
		DAHILL	COLOR COPIES OVERAGE	140.67
			EQUIPMENT MAINTENANCE	55.28
			X-PHASER	46.95
		SHRED-IT US JV LLC DBA SHRED-IT USA LL	FINANCE SHREDDING	297.00
		SUN LIFE ASSURANCE COMPANY	DENTAL INSURANCE	73.60
			DENTAL INSURANCE	73.62
			TOTAL:	47,212.41
MUNICIPAL COURT	GENERAL FUND	AT&T	352-6930	132.14
		TEXAS DEPARTMENT OF INFORMATION RESOUR	MONTHLY PHONE BILL	2.26
		HUNAN LION	SEMINAR DALLAS	14.12
		TYLER TECHNOLOGIES, INC	SECURE SIGNATURE 1/1-12/31	386.96
			COURTS ONLINE	100.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		LINCOLN	LTD INSURANCE PREMIUMS	42.57
		MARIACHCHIS DE JALISCO #3	WARRANT ROUND UP	34.45
		MAILFINANCE NEOPOST USA,INC	POSTAGE LEASE	52.55
		OFFICE DEPOT CORPORATION	FILE HOLDERS	47.97
			PAPER	48.41
			MARKERS/PHONE REST	82.84
			BLACK TONER	154.24
			CALENDAR/CLOCK	25.83
			CARTON	31.98
		PAPPASITO'S #13	SEMINAR DALLAS	16.16
		QUILL CORPORATION	HP WASTE BOTTLE	16.71
			BUSINESS WALL CLOCK	20.69
			KYOCERA INK CARTRIDGE	70.38
			OFFICE SUPPLIES	28.11
			CLOCK	9.62
			KYOCERA-CARTRIDGE	35.19
		RELIANT ENERGY SOLUTIONS	MONTHLY ELECTRIC BILL	140.07
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	481.20
			FICA CONTRIBUTIONS AND MAT	478.49
			FICA CONTRIBUTIONS AND MAT	481.20
			MEDICARE CONTRIB AND MATCH	112.54
			MEDICARE CONTRIB AND MATCH	111.91
			MEDICARE CONTRIB AND MATCH	112.54
		TAYLOR OFFICE EQUIPMENT C	COPIER SERVICE AGREEMENT	84.00
			COLOR TONER KYOCERA	330.00
		TEXAS COURT CLERKS ASSOCIATION	E WALTON - MEMBERSHIP	40.00
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	786.51
			CONTRIBUTIONS	781.23
			CONTRIBUTIONS	786.51
		ATMOS ENERGY	NATURAL GAS-109 W 5TH	49.24
		UNUM LIFE INS CO OF AMERI	DEC. UNUM AD&D	32.52
		WAL-MART COMMUNITY/GEMB	MUNICIPAL COURT WEEK	35.76
		WALTON, ESTHER	E WALTON/WEB FTA TRAINING	186.71
		ZAPATA'S MEXICAN RESTAURANT	WARRANT ROUND UP MEAL	29.23
			WARRANT ROUND UP	24.11
		OMNI HOTELS & RESORTS	WEBFTA SEMINAR	178.66
		NATIONAL BUSINESS FURNITURE, LLC	4- CHAIRS (STAFF)	1,440.60
		CINTAS CORP DBA FIRST AID & SAFETY	MEDICAL SUPPLIES	40.68
			MEDICAL SUPPLIES	66.54
		SUN LIFE ASSURANCE COMPANY	DENTAL INSURANCE	98.16
			DENTAL INSURANCE	98.16
		HEJL & SCHROEDER, P.C.	MUNI CRT OCTOBER LEGAL SER	3,345.00
			TOTAL:	11,704.75
DEVELOPMENT SERVICES	GENERAL FUND	BREWMESUM COFFEE	COFFEE	4.38
			COFFEE	17.89
		BUREAU VERITAS NORTH AMERICA, INC.	OCTOBER 2017 BV	76.92
		JPMORGAN CHASE BANK NA	RETURN ITEM 100-522-211	16.99-
		TEXAS DEPARTMENT OF INFORMATION RESOUR	MONTHLY PHONE BILL	5.63
		TYLER TECHNOLOGIES, INC	CALL CENTER 1/1-12/31/17	2,566.35
		LINCOLN	LTD INSURANCE PREMIUMS	93.74
		OFFICE DEPOT CORPORATION	COPY PAPER	15.94
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	781.32
			FICA CONTRIBUTIONS AND MAT	819.07
			FICA CONTRIBUTIONS AND MAT	828.12
			MEDICARE CONTRIB AND MATCH	182.73

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			MEDICARE CONTRIB AND MATCH	191.56
			MEDICARE CONTRIB AND MATCH	193.67
		STICKERSBANNERS.COM	FALL CLEAN UP	251.38
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	1,610.44
			CONTRIBUTIONS	1,692.40
			CONTRIBUTIONS	1,721.13
		UNUM LIFE INS CO OF AMERI	DEC. UNUM AD&D	75.83
		WAL-MART COMMUNITY/GEMB	FOOD - FALL CLEAN UP	331.18
		AMAZON.COM	NEON LEGAL PADS	16.99-
			VISIBILITY SAFETY VESTS 10	83.98
			ANTI FATIGUE COMFORT MAT	39.97
			OFFICE SUPPIES - MONTHLY P	91.95
			HEIGHT ADJ STANDING DESK F	395.00
		VISTA PRINT	LARGE DOOR HANGERS	89.99
		DAHILL	COLOR COPIES OVERAGE	128.80
			EQUIPMENT REPAIR	55.28
		LUMPKIN, ASHLEY	A LUMPKIN-APA CONF-FRISCO	17.27
		SUN LIFE ASSURANCE COMPANY	DENTAL INSURANCE	147.24
			DENTAL INSURANCE	147.24
		ELABARGER, MICHAEL	M ELABARGER/TX APA CONF	224.37
			M ELABARGER/TX APA CONF	20.98
			TOTAL:	12,867.77
MAIN STREET PROGRAM 00	GENERAL FUND	BREWMESUM COFFEE	COFFEE	4.34
			COFFEE	17.89
		JG MEDIA DBA COMMUNITY IMPACT NEWSPAPE	PAPER AD - COMMUNITY IMPAC	655.00
		TEXAS DEPARTMENT OF INFORMATION RESOUR	MONTHLY PHONE BILL	3.56
		HEB CREDIT RECEIVABLES	FOOD - MS CAR SHOW/GREEN R	99.56
		MISCELLANEOUS VILLATORO, ARACELI	VILLATORO, ARACELI:REF VEN	75.00
		LINCOLN	LTD INSURANCE PREMIUMS	11.87
		OFFICE DEPOT CORPORATION	COPY PAPER	8.75
			HP INK/WAUSAU BRIGHT	210.16
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	116.50
			FICA CONTRIBUTIONS AND MAT	116.50
			FICA CONTRIBUTIONS AND MAT	116.50
			MEDICARE CONTRIB AND MATCH	27.25
			MEDICARE CONTRIB AND MATCH	27.25
			MEDICARE CONTRIB AND MATCH	27.25
		TOWNSHIP MEDIA DBA SUNRADIO	SUN RADIO - CAR SHOW	1,039.56
		TEXAS DOWNTOWN ASSOC.	TDA MEMBERSHIP	270.00
			MEMBERSHIP REG - TEXAS DOW	385.00
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	227.36
			CONTRIBUTIONS	227.36
			CONTRIBUTIONS	227.36
		UNUM LIFE INS CO OF AMERI	DEC. UNUM AD&D	9.60
		ORIENTAL TRADING	SPOOKTACULAR - CANDY	187.82
		MAIN AVENUE PRINTING	T-SHIRTS MAIN ST CAR SHOW	759.75
		VISTA PRINT	POSTER - CAR SHOW	67.99
		DAHILL	COLOR COPIES OVERAGE	136.45
			EQUIPMENT REPAIR	55.28
		AUSTIN CHRONICLE CORPORATION	AD AUSTIN CHRONICLE - CAR	997.00
			TOTAL:	6,107.91
CD-MOODY MUSEUM	GENERAL FUND	ADT SECURITY SERVICES INC	NOV 2017 ADT MOODY	132.03
		RELIANT ENERGY SOLUTIONS	MONTHLY ELECTRIC BILL	75.22
		ATMOS ENERGY	NATURAL GAS-MOODY MUSEUM	49.24

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	256.49
PUBLIC LIBRARY	GENERAL FUND	AT&T	352-3434	343.33
		COX TEXAS NEWSPAPERS, LP DBA:	SUBSCRIPT 11/05/17-11/03/1	497.79
		BADGE-A-MINIT	SUPPLIES FOR SPOOKTACULAR	60.27
		DEMCO, INC.	Office supplies	310.40
		TEXAS DEPARTMENT OF INFORMATION RESOUR	MONTHLY PHONE BILL	3.95
		INGRAM BOOK COMPANY	BOOKS	1,792.29
			BOOKS	12.36
			BOOKS	280.60
			BOOKS	1,392.07
			CREDIT-DAMAGED BOOK	9.53-
			BOOKS	10.41
			BOOKS	30.90
			BOOKS	234.39
			BOOKS	1,643.51
			BOOKS	63.50
		KOETTER FIRE PROTECTION OF AUSTIN, LLC	FIRE ALARM DEC 2017-FEB 20	99.00
		LINCOLN	LTD INSURANCE PREMIUMS	62.53
		MAGAZINE SUBSCRIPTIONS	MAGAZINE SUBSCRIPTIONS	1,319.93
		MIDWEST TAPE	DVD's	543.75
			DVD's	90.96
			DVD's	43.98
		OFFICE DEPOT CORPORATION	Office Supplies	628.00
			PLANNERS/CALENDARS/HOLDER/	246.43
			PETITE CARDS REFILL	8.98
			MAINTENANCE KIT PUBLIC PRI	363.99
			SIGN HOLDER-OFFICE SUPP RE	14.04-
			OFFICE SUPPLIES	168.81
			CREDIT-RET MAINT KIT PRINT	363.99-
		RECORDED BOOKS, INC.	RECORDED BOOKS	99.00
		RELIANT ENERGY SOLUTIONS	MONTHLY ELECTRIC BILL	1,274.63
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	631.43
			FICA CONTRIBUTIONS AND MAT	631.82
			FICA CONTRIBUTIONS AND MAT	631.43
			MEDICARE CONTRIB AND MATCH	147.67
			MEDICARE CONTRIB AND MATCH	147.76
			MEDICARE CONTRIB AND MATCH	147.67
		TAYLOR OFFICE EQUIPMENT C	COPIER SERVICE AGREEMENT	50.00
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	1,237.59
			CONTRIBUTIONS	1,238.36
			CONTRIBUTIONS	1,237.59
		ATMOS ENERGY	NATURAL GAS-801 VANCE	51.31
		UNUM LIFE INS CO OF AMERI	DEC. UNUM AD&D	45.34
		WAL-MART COMMUNITY/GEMB	ZIPLOC BAGS/SWIFFER/LYSOL	35.00
			OFFICE SUPPLIES-SHORTED PA	0.70
			OFFICE SUPPLIES	45.70
			OFC & CHILDREN'S PROGRAM S	53.64
			OFFICE & CHILDRENS PROGRAM	34.35
		HEWLETT-PACKARD COMPANY	PRINTER MAINTENANCE KIT	260.00
		MOTION PICTURE LICENSING CORPORATION	MOVIE LICENSE	191.70
		AT&T U-VERSE	INTERNET	104.90
			INTERNET	94.77
		SUN LIFE ASSURANCE COMPANY	DENTAL INSURANCE	122.69
			DENTAL INSURANCE	122.70
		NORRIS, LEAH	PROGRAM SUPPLIES	12.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	18,514.32
FIRE DEPARTMENT	GENERAL FUND	AT&T	352-6752	370.88
			352-2625	32.97
			352-3195	120.33
			352-6992	0.00
		BCT - #6014	NAMETAG - VRABEL	14.15
		BATTERYSHARKS	4 UNIVERSAL BATTERIES	76.74
		JPMORGAN CHASE BANK NA	REFUND TAX 100-542-523	12.38-
		W.S. DARLEY & CO.		84.84
		TEXAS DEPARTMENT OF INFORMATION RESOUR	MONTHLY PHONE BILL	5.06
		GLOBAL SATELLITE COMMUNICATIONS	SATELLITE PHONE	994.90
		GULF COAST PAPER CO. INC.	CLEANING SUPPLIES	139.91
			CLEANING SUPPLIES	29.84
			CREDIT FOR WRONG ITEM	24.16-
		HEB CREDIT RECEIVABLES	KITCHEN SUPPLIES; RETIREME	16.98
		LINCOLN	LTD INSURANCE PREMIUMS	280.90
			LTD ADJ COV.-R.THOMPSON	0.53
			LTD- ADJ./WHISENANT	0.59
		MAMA FU'S	BUSINESS LUNCH WITH RR EME	29.98
		MY-LOR, INC	KNOX TAGS	41.25
		TOUCH 4WASH	CARWASH - EKISS	8.00
			CARWASH - EKISS	8.00
			CAR WASH - COPELAND	8.00
		RELIANT ENERGY SOLUTIONS	MONTHLY ELECTRIC BILL	779.45
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	3,172.45
			FICA CONTRIBUTIONS AND MAT	2,906.47
			FICA CONTRIBUTIONS AND MAT	46.87
			FICA CONTRIBUTIONS AND MAT	2,735.42
			MEDICARE CONTRIB AND MATCH	741.95
			MEDICARE CONTRIB AND MATCH	679.74
			MEDICARE CONTRIB AND MATCH	10.96
			MEDICARE CONTRIB AND MATCH	639.73
		TAYLOR OFFICE EQUIPMENT C	COPIER SERVICE AGREEMENT	77.00
		TEXAS DEPT OF STATE HEALTH SERVICES	RENEWAL	70.00
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	6,511.48
			CONTRIBUTIONS	5,992.34
			CONTRIBUTIONS	91.48
			CONTRIBUTIONS	5,658.52
		TIME WARNER CABLE DBA SPECTRUM	INTERNET	288.33
		MOSS TRUE VALUE	FRIDGE WATER LINE CONNECTO	7.06
		ATMOS ENERGY	NATURAL GAS-200 WASHBURN	69.32
			NATURAL GAS-705 CP BLVD	65.84
		UNUM LIFE INS CO OF AMERI	DEC. UNUM AD&D	227.68
			ADJ. SALARY THOMPSON	0.40
			ADJ. SALARY WHISENANT	0.61
		WAL-MART COMMUNITY/GEMB	BATTERIES - 6 MONTH CHANGE	121.82
		WILLIAMSON COUNTY AUDITOR'S OFFICE	1ST QTR FY 2018-34 RADIOS	2,874.36
		INTERNATIONAL ASSN OF CHIEFS OF POLICE	ANNUAL DUES	214.00
		AMAZON.COM	9V BATTERIES FOR SMOKE ALA	30.90
			REPLACEMENT RESIN FOR WATE	453.50
		MUNICIPAL EMERGENCY SERVICES, INC	REPLACEMENT SCBA BANDS	60.00
			SCBA REPAIRS	177.50
			SCBA REPAIRS	232.95
		AT&T U-VERSE	INTERNET, CABLE	158.97
		HYATT PLACE FORT WORTH/HURST	LODD - RUSSELL	378.33

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			LODD CONF - COPELAND	378.33
			LODD CONF - EKISS	378.33
		RED THE UNIFORM TAILOR, INC	CASUALTY KIT TAPES	30.00
		SUN LIFE ASSURANCE COMPANY	DENTAL INSURANCE	539.85
			DENTAL INSURANCE	515.34
			CHG TO EMP/SPOUSE VRABLE	33.59
		DOWNS, JEREMY DBA LONE STAR PIPER	DRUM SET	745.00
			P-CARD PAID DRUM SET	745.00-
			DRUM SET	745.00
			ARTWORK FOR DRUMS (TAX BEI	162.38
			REFUND OF TAX	12.38-
			TOTAL:	40,473.18
POLICE DEPARTMENT	GENERAL FUND	AT&T	352-5551	528.59
		BREWMESUM COFFEE	OFFICE COFFEE SERVICE	60.00
			OFFICE COFFEE SERVICE	108.00
			OFFICE COFFEE SERVICE - TP	148.00
		TEXAS DEPARTMENT OF INFORMATION RESOUR	MONTHLY PHONE BILL	37.52
		HEB CREDIT RECEIVABLES	"COOKIES	47.60
		INDEPENDENT STATIONERS, INC	PAPER TOWELS	41.61
			CD SLEEVES	46.35
			PAPER & ENVELOPES	285.68
		LINCOLN	LTD INSURANCE PREMIUMS	478.43
			LTD- ADJ./MCINTIRE	0.57
			LTD- ADJ./D. NEWELL	0.57
			LTD- ADJ./H. WILSON	0.57
		NETMOTION WIRELESS, INC	NETMOTION 2018-2019	1,718.75
		PITNEY BOWES GLOBAL FINANCIAL SERVICES	POSTAGE MACHINE RENTAL	149.85
		RELIANT ENERGY SOLUTIONS	MONTHLY ELECTRIC BILL	712.28
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	4,780.33
			FICA CONTRIBUTIONS AND MAT	4,690.98
			FICA CONTRIBUTIONS AND MAT	5,205.25
			MEDICARE CONTRIB AND MATCH	1,117.96
			MEDICARE CONTRIB AND MATCH	1,097.10
			MEDICARE CONTRIB AND MATCH	1,217.37
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	9,752.02
			CONTRIBUTIONS	9,540.29
			CONTRIBUTIONS	10,549.26
		TEXAS STATE DIRECTORY	2017 TEXAS STATE DIRECTORY	57.45
		TIME WARNER CABLE DBA SPECTRUM	INTERNET SERVICE - DEC 201	335.95
		US DIGITAL MEDIA INC	L3 RIBBONS	272.01
		UNUM LIFE INS CO OF AMERI	DEC. UNUM AD&D	385.65
			ADJ. SALARY MCINTIRE	0.40
			ADJ. SALARY WILSON	0.40
		WAL-MART COMMUNITY/GEMB	BUG SPRAY & FEBREEZE	49.67
			CEREMONY SUPPLIES	31.87
		WILLIAMSON COUNTY AUDITOR'S OFFICE	RADIO SYSTEM - 1ST QTR FY	4,903.32
		OLLE NETWORK TECH CONSULTANTS DBA ON	IT SUPPORT - NOV 2017	2,656.97
			AFTER HOURS IT SUPPORT - T	125.00
		SYMBOLARTS, LLC	CHALLENGE COINS	793.30
		ITUNES STORE	ICLOUD STORAGE	0.99
		AMAZON.COM	CANNED AIR	16.46
			LANYARDS & 8 TAB DIVIDERS	28.64
			ORANGE LABELS	9.49
			EVIDENCE COLORED LABELS (7	69.93
			ZIP TIES (27.04%)	25.92

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			"DIVIDERS	130.21
			TONER (56.33%)	167.93
			TAB DIVIDERS (28.88%)	40.20
			(5) SHIRTS (5) PANTS - ACO	96.44
			HEAVY DUTY EXTENSION CORD	46.63
			PAPER CLIPS	12.80
			POST IT NOTES	17.55
		CENTRAL TEXAS COUNCIL OF GOVERNMENTS	INSTRUCTOR CERT - 11/13-17	150.00
		VISTA PRINT	LARGE DOOR HANGERS	15.00
		OMNI HOTELS & RESORTS	TCOLE CONF HOTEL - COMMAND	484.60
		CSE, INC	CRIMESOFT ANNUAL MAINTENAN	1,859.00
		SUN LIFE ASSURANCE COMPANY	DENTAL INSURANCE	907.98
			ADD COBRA COV. MCBRIDE	24.54
			DENTAL INSURANCE	907.98
		FBI-LEEDA INC.	FBI LEEDA - COM LAGRONE	650.00
		AXON ENTERPRISE INC.	TASER CARTRIDGES	1,661.70
			SHIPPING EXPENSE	164.21
			TASER 60 5 YEAR LEASE	2,120.00
		BLACKLAND GUN WORKS LLC	(2) REMINGTON SHOTGUNS	698.00
			TOTAL:	72,233.12
ANIMAL CONTROL	GENERAL FUND	AT&T	352-5483	38.17
		TEXAS DEPARTMENT OF INFORMATION RESOUR	MONTHLY PHONE BILL	5.33
		GRAEF VETERINARY HOSPITAL	VETERINARIAN SERVICES - NO	424.00
			GRAEF VETERINARY HOSPITAL	693.00
		LINCOLN	LTD INSURANCE PREMIUMS	17.36
		RELIANT ENERGY SOLUTIONS	MONTHLY ELECTRIC BILL	201.60
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	251.69
			FICA CONTRIBUTIONS AND MAT	227.01
			FICA CONTRIBUTIONS AND MAT	220.84
			MEDICARE CONTRIB AND MATCH	58.86
			MEDICARE CONTRIB AND MATCH	53.09
			MEDICARE CONTRIB AND MATCH	51.65
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	491.78
			CONTRIBUTIONS	443.24
			CONTRIBUTIONS	431.18
		TRACTOR SUPPLY COMPANY	SQUEEGEE - ACO SHELTER	19.99
			CAT LITTER & CAT FOOD	35.51
			DOG & KITTEN FOOD	30.93
		UNUM LIFE INS CO OF AMERI	DEC. UNUM AD&D	14.21
		WAL-MART COMMUNITY/GEMB	LIGHTS, TRASH BAGS, BATTER	95.10
			MILK, RAKE, SCOOPS, BOWLS	41.10
		AMAZON.COM	SPACE HEATER (35.2%)	48.99
			WINTER COAT - SANDY PERIO	49.99
			2 DOOR OUTDOOR STORAGE CAB	61.24
		AT&T U-VERSE	INTERNET	75.64
		WILLIAMSON-DICKIES MFG CO	(5) SHIRTS (5) PANTS - ACO	179.90
		SUN LIFE ASSURANCE COMPANY	DENTAL INSURANCE	24.60
			DENTAL INSURANCE	24.54
			TOTAL:	4,310.54
STREETS & GROUND MAINT	GENERAL FUND	AT&T	352-6257	378.84
		BREWMESUM COFFEE	1424 N MAIN/COFFEE SERVICE	25.00
			1424 N MAIN/COFFEE SERVICE	38.75
		COUFAL-PRATER EQUIP LLC DBA UNITED AG	ST,GR/DIGGER,TRIMMERS	527.98
			ST,GR/DIGGER,TRIMMERS	709.98

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		CRAFCO TEXAS, INC.	ST,GR/2 PALLETS CRACK SEA	2,520.00
		TEXAS DEPARTMENT OF INFORMATION RESOUR	MONTHLY PHONE BILL	5.37
		EVINS TEMPORARIES, INC.	ST,GR/2 TEMPS 10/23-10/27/	1,008.00
			ST,GR/2 TEMPS 10/30-11/3/1	672.00
			ST,GR/2 TEMPS 11/6-11/9/17	784.00
			ST,GR/2 TEMPS 11/13-11/17/	1,043.00
			ST,GR/2 TEMPS 11/20-11/22/	672.00
		GULF COAST PAPER CO. INC.	1424 N MAIN/CUPS 1416003	47.95
		LINCOLN	LTD INSURANCE PREMIUMS	97.41
			LTD- ADJ./BACHMEYER	1.03
			LTD- ADJ./BEALS	0.65
			LTD- TERM ZEPLIN	15.83-
		MOSS & MOSS INC. #4000	CITYWIDE/MOSQUITO DUNKS	64.56
			ST,GR/TIES 97789	12.08
			ST,GR/HARDWARE 97799	7.80
		OFFICE DEPOT CORPORATION	ST,GR/CALENDARS,SCISSORS	65.38
		RELIANT ENERGY SOLUTIONS	MONTHLY ELECTRIC BILL	5,262.03
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	1,368.19
			FICA CONTRIBUTIONS AND MAT	930.60
			FICA CONTRIBUTIONS AND MAT	880.51
			MEDICARE CONTRIB AND MATCH	319.98
			MEDICARE CONTRIB AND MATCH	217.64
			MEDICARE CONTRIB AND MATCH	205.92
		SOUTHERN COMPUTER WAREHOUSE	COMPUTER	2,156.52
		TAYLOR OFFICE EQUIPMENT C	COPIER SERVICE AGREEMENT	22.00
			COPIER SERVICE AGREEMENT	95.00
		TAYLOR SPORTING GOODS	ST,GR/10 HOODIES W/EMBROID	300.00
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	2,729.73
			CONTRIBUTIONS	1,875.71
			CONTRIBUTIONS	1,771.24
		TIME WARNER CABLE DBA SPECTRUM	INTERNET	216.10
		ATMOS ENERGY	1424 N MAIN/GAS USAGE 1103	23.17
		UNUM LIFE INS CO OF AMERI	DEC. UNUM AD&D	78.02
			ADJ. SALARY BACHMEYER	0.80
			ADJ. SALARY BEALS	0.40
			TERM COV. ZEPLIN	12.80-
		WAL-MART COMMUNITY/GEMB	IWORQ MEET BREAKFAST	41.74
			MICE/TDRIVES	67.88
			KLEENEX/PLATES	25.64
			DRINKS	28.57
		MCCOY'S BUILDING SUPPLY	PARKS/BENCH REPAIR	21.73
		DOMINO'S PIZZA	CITY CLEAN UP LUNCH	191.76
		CINTAS CORPORATION #86	ST,GR/UNIFORMS 627270	48.83
			ST,GR/UNIFORMS 630868	48.83
			ST,GR/UNIFORMS 634468	44.56
			ST,GR/UNIFORMS 638070	43.77
			ST,GR/UNIFORMS 641711	79.15
			BOOTS	1,399.94
			BOOTS-WILSON	150.00
		VISTA PRINT	STEVE RAMSEY'S CARDS	25.00
		SHRED-IT US JV LLC DBA SHRED-IT USA LL	PUBLIC WORKS SHREDDING	231.00
		BELL CROPS COMMITTEE	B BACHMEYER/HERB CEU'S	50.00
			C GONZALES/GROUNDS MAINT C	50.00
		FJC PERSONNEL, LLC	ST,GR/3 TEMPS 10/23-10/27/	772.80
			ST,GR/2 TEMPS 10/30-11/3/1	1,028.10
			ST,GR/2 TEMPS 11/6-11/10/1	883.20

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			ST,GR/2 TEMPS 11/13-11/17/	1,104.00
			ST,GR/2 TEMPS 11/20-11/22/	662.40
		CINTAS CORP DBA FIRST AID & SAFETY	1424 N MAIN/MED KIT REFILL	98.25
		SAFELANE TRAFFIC SUPPLY, LLC	ST,GR/LITTLE BUST STAND PA	280.00
			ST,GR/SIGNS 11641	218.00
		SUN LIFE ASSURANCE COMPANY	DENTAL INSURANCE	245.34
			DENTAL INSURANCE	245.40
			TOTAL:	35,192.60
PARKS & RECREATION	GENERAL FUND	ADT SECURITY SERVICES INC	TRPSC SECURITY 11/27-3/16/	133.77
			TRPSC SECURITY 11/27-3/16/	140.37
		BETA TECHNOLOGY, INC	TRPSC/CLEANING PRODUCTS	800.62
		CIVIC PLUS	P&R SOFTWARE	2,125.00
		EAGLE UNITED USA, INC DBA:	TRPSC/3 TX, 3 US FLAGS	450.90
		LINCOLN	LTD INSURANCE PREMIUMS	52.01
		MATERA PAPER CO INC	TRPSC/CLEANING PRODUCTS	293.47
		MOBILE MINI, INC	TRPSC/UNIT LEASE11/21-12/2	102.00
		MOSS & MOSS INC. #5000	TRPSC/6 LOCKS 77193	105.97
			TRPSC/LOCKS 77783	16.35
			TRPSC/LINKS,SNAPS 77795	14.83
			TRPSC/CORD 79112	31.46
			TRPSC/MOSQUITO SPRAY 96168	61.65
			TRPSC/WIRE,TOOL 96846	10.18
			TRPSC/FLAG HOOD 97124	5.20
		OFFICE DEPOT CORPORATION	ROBINSON PK/MOSQUITO FLIER	35.50
		PAUL'S POOL SERVICE	MURPHY PL/CLEANING GRANULE	74.99
		RELIANT ENERGY SOLUTIONS	MONTHLY ELECTRIC BILL	2,394.64
			MONTHLY ELECTRIC BILL	1,138.70
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	546.94
			FICA CONTRIBUTIONS AND MAT	519.26
			FICA CONTRIBUTIONS AND MAT	470.61
			MEDICARE CONTRIB AND MATCH	127.90
			MEDICARE CONTRIB AND MATCH	121.45
			MEDICARE CONTRIB AND MATCH	110.06
		TAYLOR SPORTING GOODS	TRPSC/SHIRTS W/EMBROIDER	928.67
			TRPSC/HOODIE 2151	34.00
			TRPSC/CAPS 20 W/EMBROIDER	410.00
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	1,150.75
			CONTRIBUTIONS	1,096.72
			CONTRIBUTIONS	1,001.77
		UNUM LIFE INS CO OF AMERI	DEC. UNUM AD&D	42.42
		WAL-MART COMMUNITY/GEMB	BINDERS	25.24
			C CUNNINGHAM PHONE CASE	35.96
		WHITTLESEY LANDSCAPE SUPPLIES & RECY.	PARKS/8 YDS MULCH 27436	288.00
		MCCOY'S BUILDING SUPPLY	TEXAS NATIVE MULCH-MURPHY	37.50
			TRPSC/HOSE CLAMP 5353207	9.27
		AMANDA'S HONEY POTS	ROBIN PAV/PORT 11/10-12/7/	125.00
		CTRMA PROCESSING	TOLL FEES	2.16
		CINTAS CORPORATION #86	TRPSC/UNIFORMS 627275	29.76
			TRPSC/UNIFORMS 630874	29.76
			TRPSC/HOODIES 630875	311.92
			TRPSC/UNIFORMS 634473	29.76
			TRPSC/UNIFORMS 638076	29.76
			TRPSC/UNIFORMS 641716	29.76
			BOOTS	739.99
		NATIONAL RECREATION & PARK ASSOCIATION	M DEVITO/NRPA MEMBERSHIP	170.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		PEPSI BOTTLING COMPANY	TRPSC-PEPSI CONTRACT	592.84
			TRPSC-PEPSI CONTRACT	795.19
			TRPSC-PEPSI CONTRACT	638.46
			TRPSC-PEPSI CONTRACT	1,615.75
			TRPSC-PEPSI CONTRACT	748.66
		COMMERCIAL SWIM MANAGEMENT, LLC	POOLS/M FEES, CHEMS	411.86
			POOLS/M FEES, CHEMS	396.00
			POOLS/M FEES, CHEMS	437.50
		BELL CROPS COMMITTEE	C CUNNINGHAM/HERBICIDE CEU	50.00
		LIGHTNING PREDICTION SALES & SERVICES,	PARKS/LIGHTNING PREDICTIO	350.00
		LOPEZ, RAY DBA R&C ELECTRIC, LLC	TRPSC,PARKS,T CTS/ELECTRI	540.00
		BUYRN, CONNOR & WRITE, CHRISTAN DBA FA	ARBOR DAY/DIG 11 HOLES	360.00
		NEW NURSERY AUSTIN, LLC DBA NEWTON NUR	ABOR DAY TREES - 10 TREES	1,879.90
			ARBOR DAY/10 TREES	1,879.90
		SUN LIFE ASSURANCE COMPANY	DENTAL INSURANCE	122.70
			DENTAL INSURANCE	122.70
		BUTLER, ERIN O'KEEFE DBA FIRMLY PLANTE	1509 LEXINGTON/LANDSCAPIN	2,735.00
			TOTAL:	30,118.46
INTERNAL SERVICES/BLDG	GENERAL FUND	AT&T	352-3675	1,408.56
		ALADDIN CARPET & INTERIOR	CITY HALL-STRIP TILE FLOOR	875.00
		AUSTIN AUTOMATIC DOOR SOLUTIONS	RETROFIT SOUTH DOOR	3,600.00
		PATEL ASSOCIATES INC. DBA BATTERIES PL	RECYCLE SERVICE BATTERIES	14.80
		BETA TECHNOLOGY, INC	ELIMINATOR	278.55
		BREWMESUM COFFEE	COFFEE	4.38
			COFFEE	17.89
			CUPS	32.00
		D.A. WARDEN COMPANY, INC.	A/C FILTERS	2,073.58
		JPMORGAN CHASE BANK NA	NOV 2017-REFUND OF TAX	2.47-
		TEXAS DEPARTMENT OF INFORMATION RESOUR	MONTHLY PHONE BILL	2.65
			MONTHLY PHONE BILL	2.85
		GULF COAST PAPER CO. INC.	1424 N MAIN/TRASH LINERS	141.60
			TISSUE/LINERS/BOWL CLEANER	430.22
			1424 N MAIN/,MINI JR JUMTI	88.22
		HEB CREDIT RECEIVABLES	CLOROX REMOVER	13.44
		HOME DEPOT CREDIT SERVICES	SCREWDRIVER SET	13.86
			CLEAN SWEEP	24.97
		JOSEPH DEAN GLOVER DBA:	PEST CONTROL	900.00
		KOETTER FIRE PROTECTION OF AUSTIN, LLC	SERVICE CALL-TROUBLE ON PA	190.00
		LINCOLN	LTD INSURANCE PREMIUMS	40.64
		MATERA PAPER CO INC	TOWELS/HAND SOAP/GLOVES	315.64
		MID-TEX SALES AND SERVICE, INC	ICE MACHINE CLEANING	338.00
		MOSS & MOSS INC. #6000	COVER	8.36
			MISC HARDWARE	2.95
			BATTERY	7.99
			LIBRARY-MISC HARDWARE	1.80
			COURTS LOCKSET	14.65
		OFFICE DEPOT CORPORATION	COPY PAPER	4.30
			PRINT CARTRIDGE	101.53
			WIRELESS MOUSE	39.98
			CALENDARS	18.84
			MOUSE/DESKPAD/SANITIZER	48.41
		RELIANT ENERGY SOLUTIONS	MONTHLY ELECTRIC BILL	801.76
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	395.85
			FICA CONTRIBUTIONS AND MAT	395.85
			FICA CONTRIBUTIONS AND MAT	395.85

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			MEDICARE CONTRIB AND MATCH	92.57
			MEDICARE CONTRIB AND MATCH	92.57
			MEDICARE CONTRIB AND MATCH	92.58
		SUNSHINE WINDOW CLEANERS LLC	LIBRARY/CH-WINDOWS	625.00
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	794.93
			CONTRIBUTIONS	794.93
			CONTRIBUTIONS	794.93
		ATMOS ENERGY	NATURAL GAS-400 PORTER	54.78
		UNUM LIFE INS CO OF AMERI	DEC. UNUM AD&D	32.82
		VIC'S HEAT & AIR	STA 1-SERVICE A/C	98.50
			FIRE ADM-CHECK REFRIGERATO	49.25
			CH-SERVICE A/C	133.50
			CH-FILTERS/PD/PW/LABOR	613.13
			FIRE ADM-REPAIR BROKEN DRA	98.50
		WAL-MART COMMUNITY/GEMB	JEANS-JONES	21.81
			CLEANING	38.07
		ITUNES STORE	ICLOUD STORAGE	0.99
		AMAZON.COM	CREDIT	2.47-
			OLGUIN SHOES	32.46
			CREDIT ON PRIME MEMBERSHIP	11.90-
		CINTAS CORPORATION #86	MATS	147.08
			MATS	143.33
			MATS	147.08
			MATS	145.36
			MATS	149.11
			BOOTS	419.98
		NEOPOST USA INC	POSTAGE LEASE	199.47
		CINTAS CORP DBA FIRST AID & SAFETY	MEDICAL SUPPLIES	168.08
		SUN LIFE ASSURANCE COMPANY	DENTAL INSURANCE	98.16
			DENTAL INSURANCE	98.16
		SHARCO TECHNOLOGIES, INC.	INSTALL RINGER	360.00
			TOTAL:	19,565.26
ENGINEERING & INSPECTI	GENERAL FUND	RELIANT ENERGY SOLUTIONS	MONTHLY ELECTRIC BILL	28.84
		SLEDGE ENGINEERING LLC	OCT 2017 RETAINAGE	2,350.00
			TOTAL:	2,378.84
INTERNAL SVC/ I T DEPT	GENERAL FUND	BATTERY CLERK	UPS BATTERIES	113.71
		LINCOLN	LTD INSURANCE PREMIUMS	11.08
		SHI GOVERNMENT SOLUTIONS	ADOBE RIO	27.48
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	89.14
			FICA CONTRIBUTIONS AND MAT	89.14
			FICA CONTRIBUTIONS AND MAT	89.14
			MEDICARE CONTRIB AND MATCH	20.85
			MEDICARE CONTRIB AND MATCH	20.85
			MEDICARE CONTRIB AND MATCH	20.85
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	206.95
			CONTRIBUTIONS	206.95
			CONTRIBUTIONS	206.95
		TIME WARNER CABLE DBA SPECTRUM	TIME WARNER CABLE DBA SPEC	40.39
		UNUM LIFE INS CO OF AMERI	DEC. UNUM AD&D	9.01
		OLLE NETWORK TECH CONSULTANTS DBA ON	IT CONSULTING	2,017.65
			IT SUPPORT	125.00
			IT CONSULTING	1,250.00
		ACC BUSINESS	INTERNET	925.43
		SUN LIFE ASSURANCE COMPANY	DENTAL INSURANCE	24.54

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			DENTAL INSURANCE	24.54
		CIT BANK, N.A DBA AVAYA FINANCIAL SERV	PHONE SYSTEM LEASE	2,500.37
			TOTAL:	8,020.02
NON-DEPARTMENTAL	GENERAL FUND	OFFICE OF THE TEXAS ATTORNEY GENERAL	ATTORNEY GEN FILING FEE-20	3,020.00
		BROOKSHIRE INS AGENCY INC	WALTON-NOTARY	71.00
		MISCELLANEOUS GOMEZ, TERRI	GOMEZ, TERRI:REF DEVELOP F	7,633.71
			TOTAL:	10,724.71
HOTEL/MOTEL TAX	HOTEL/MOTEL FUND	TAYLOR CHAMBER OF COMMERC	HOTEL/MOTEL COLECT SEPT 20	5,171.90
			TOTAL:	5,171.90
CONTRIBUTE CIVIC PROGR	MAIN STREET REVENU	MICHAEL C. PESCHEL	MUSIC @ CHRISTMAS BAZAAR	250.00
		MOSS & MOSS INC. #4000	CHRISTMAS LIGHTS/ELEC TAPE	8.11
		TAYLOR SPORTING GOODS	T SHIRTS-WINE SWIRL	1,650.00
		WAL-MART COMMUNITY/GEMB	CHRISTMAS BULBS	35.28
			CHRISTMAS REPLACE BULBS	70.56
		AMANDA'S HONEY POTS	PORT A POTTIES-CAR SHOW	1,127.19
		CWMRY BOYD II LLC	#7 OF 12-PILOT KNOB WINERY	424.80
			#7 OF 12-PURO CORAZON	631.69
		MORRIS, KARYN DBA SWEET & SOUTHERN FIN	#7 OF 12-QUICHE & CRUMB PA	120.28
		S.R. SCOTT FAMILY LIMITED PARTNERSHIP	#7 OF 12-TAYLOR STATION	442.50
		4TH & MAIN, LLC	#7 OF 12-TROUVAILLE ANTIQU	442.50
		MCKAY, CHARLES A	LET'S SWIRL "NOT PAST 11"	360.00
		CYNTHIA'S MANHATTAN LIMOUSIN INC.	TRANSPORTATION BETWEEN WIN	500.00
		JANEANE MARIE PHOTOGRAPHY	SANTA PICS @ CHRISTMAS BAZ	300.00
			TOTAL:	6,362.91
MUN CRT BUILDING SECUR	MUNICIPAL CRT SPEC	SOUTHERN COMPUTER WAREHOUSE	3 PRINTERS	953.22
			TOTAL:	953.22
MUNICIPAL CRT TECHNOLO	MUNICIPAL CRT SPEC	TYLER TECHNOLOGIES, INC	BRAZOS ECITATION	3,675.00
			BRAZOS INTERFACE PUBLIC SA	1,050.00
			TOTAL:	4,725.00
HERITAGE/SKATE PARK	GENERAL CAPITAL IM	SLEDGE ENGINEERING LLC	COT-CIP SKATE PARK	2,200.00
			TOTAL:	2,200.00
GIVENS COMMUNITY CENTE	GENERAL CAPITAL IM	SLEDGE ENGINEERING LLC	COT-CIP GIVENS	1,500.00
			COT-SIP 2017 HERITAGE	3,050.00
			TOTAL:	4,550.00
HOME PROGRAM-TDHCA	GENERAL CAPITAL IM	LONGHORN TITLE CO., INC.	HOME-508 BARKER-M MILLER C	1,412.82
			TOTAL:	1,412.82
MDUS (8) PROJECT DESIG	MDUS IMPROVEMENT P	HALFF ASSOCIATES, INC.	MDUS PROJ DESIGN (8)	7,748.09
			TOTAL:	7,748.09
EDMOND ST PH 1 MDUS	MDUS IMPROVEMENT P	ALLIANCE ENGINEERING GROUP INC.	ALLIANCE-MDUS	2,007.24
			ALLIANCE-TUF	1,633.80
			ALLIANCE-UTILITY	1,026.96
		HALFF ASSOCIATES, INC.	HALFF-MDUS/TUF/UTILITY	4,157.50
		PATIN CONSTRUCTION, LLC	APP#2 EDMOND-MDUS	161,071.26
			APP#2-EDMOND UTILITY	148,785.73
			APP#2-EDMOND-TUF	838.89
			TOTAL:	319,521.38

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	SANITATION FUND	TEXAS COMPTROLLER OF PUBLIC ACCOUNTS	SALES &USE TAX ENDING 10.3	6,665.63
			TOTAL:	6,665.63
SANITATION/TRASH	SANITATION FUND	PROGRESSIVE WASTE SOLUTIONS DBA WC OF	RESIDENTIAL	64,886.39
			FRONT LOAD	43,932.80
			COMMERCIAL TOTERS	6,483.66
			TOTAL:	115,302.85
NON-DEPARTMENTAL	PUBLIC UTILITIES F	AFLAC	AFLAC NOVEMBER 2017 INVOIC	505.36
		NATIONWIDE RETIREMENT SOLUTIONS	EMPLOYEE CONTRIBUTIONS	85.00
			EMPLOYEE CONTRIBUTIONS	85.00
			EMPLOYEE CONTRIBUTIONS	85.00
		PRE-PAID LEGAL SERVICES, INC. DBA LEGA	PRE-PAID LEGAL PREMIUMS	156.50
		CITIZENS NATIONAL BANK	FEDERAL WITHHOLDING	2,369.36
			FEDERAL WITHHOLDING	2,665.37
			FEDERAL WITHHOLDING	2,922.81
			FICA CONTRIBUTIONS AND MAT	1,823.97
			FICA CONTRIBUTIONS AND MAT	2,021.87
			FICA CONTRIBUTIONS AND MAT	2,164.07
			MEDICARE CONTRIB AND MATCH	426.57
			MEDICARE CONTRIB AND MATCH	472.86
			MEDICARE CONTRIB AND MATCH	506.10
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	2,193.51
			CONTRIBUTIONS	2,416.94
			CONTRIBUTIONS	2,580.11
		UNUM LIFE INS CO OF AMERI	LIFE INSURANCE PREMIUMS	263.95
		SLEDGE ENGINEERING LLC	COT-CIP W/WTP	4,500.00
			2017 STRATEGIC FACILITIES	27,000.00
		MILLS, TERESA NICHOLE c/o TX CHILD SUP	01-346 EDWARD AVALOS, JR.	312.46
			01-346 EDWARD AVALOS, JR.	312.46
			01-346 EDWARD AVALOS, JR.	312.46
		SUN LIFE ASSURANCE COMPANY	DENTAL PAYABLE	429.96
			DENTAL PAYABLE	429.96
		AUSTIN ENGINEERING COMPANY, INC.	WWTP 2017 #5	6,012.00
			WWTP 2017 PMT #6	44,930.91
			WWTP 2017 PMT #7	41,553.11
			TOTAL:	149,537.67
UTILITIES ADMINISTRATI	PUBLIC UTILITIES F	BREWMESUM COFFEE	COFFEE	4.38
			COFFEE	17.89
		BRINKS, INC.	EXCESS TIME	12.92
		TEXAS DEPARTMENT OF INFORMATION RESOUR	MONTHLY PHONE BILL	9.32
		FAIRFIELD INN	LODGING N LUNA	146.86
		GOVERNMENT TREASURERS ORGANIZATION OF	CASH HANDLING CLASS/UTILIT	300.00
		TYLER TECHNOLOGIES, INC	UTILITY CIS 1/1-12/31/18	5,379.41
			WEBSITE MAINTENANCE	50.00
			UT BILL MAINTENANCE	220.00
		LINCOLN	LTD INSURANCE PREMIUMS	49.42
		McCREARY, VESELKA, BRAGG & ALLEN PC	BD FEES-ALLEN/HUGHES/MANTI	36.41
		MOSS & MOSS INC. #3000	LOCKS & KEYS	70.41
		OFFICE DEPOT CORPORATION	OFFICE SUPPLIES	48.99
			OFFICE SUPPLIES	19.73
		RANDY HOLLAR LLC	INCODE TRAINING - N LUNA	250.00
		RELIANT ENERGY SOLUTIONS	MONTHLY ELECTRIC BILL	105.44
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	443.84
			FICA CONTRIBUTIONS AND MAT	450.45

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			FICA CONTRIBUTIONS AND MAT	440.29
			MEDICARE CONTRIB AND MATCH	103.80
			MEDICARE CONTRIB AND MATCH	105.35
			MEDICARE CONTRIB AND MATCH	102.98
		TAYLOR OFFICE EQUIPMENT C	COPIER SERVICE AGREEMENT	59.50
		TAYLOR OFFICE PRODUCTS INC	UTILITY DEPT DOOR HANGERS	165.00
			COURTESY ENVELOPES	185.00
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	930.67
			CONTRIBUTIONS	943.57
			CONTRIBUTIONS	923.75
		TRACTOR SUPPLY COMPANY	FLASHLIGHTS	49.98
		UNUM LIFE INS CO OF AMERI	DEC. UNUM AD&D	40.21
		WAL-MART COMMUNITY/GEMB	PHONE CASES	119.88
		SHY, CATHERINE	C SHY/CASH HANDLING TR/BEL	44.41
		SUN LIFE ASSURANCE COMPANY	DENTAL INSURANCE	122.67
			DENTAL INSURANCE	122.70
		MILES, SENECA	S MILES/CASH HANDLING TRAI	44.41
			TOTAL:	12,119.64
WASTEWATER TREATMENT	PUBLIC UTILITIES F	AT&T	352-2412	64.64
		AQUA-TECH LABORATORIES-AQ	OCT 2017 ANALYSIS	959.00
		NCH CORPORATION DBA	TRAIL BLAZER	726.12
			GLOVES, EARPLUGS,GLA	520.80
			LINERS, TOWELS	459.20
		TEXAS DEPARTMENT OF INFORMATION RESOUR	MONTHLY PHONE BILL	0.27
		GRAINGER, W. W. INC.	HYDRAULIC FILTERS	41.40
		HARBOR FREIGHT TOOLS	PORTABLE VENTILATORS	173.97
		LINCOLN	LTD INSURANCE PREMIUMS	35.20
			LTD- ADD. COV.J. MENNEN	11.64
		OFFICE DEPOT CORPORATION	INK, BOARD, MARKERS	154.87
			WALL FOLDERS	37.42
		POSTMASTER, TAYLOR,TX	TCEQ - WWTP OVERNIGHT	23.75
		RELIANT ENERGY SOLUTIONS	MONTHLY ELECTRIC BILL	13,130.86
		RISE SKYBEAM/JAB BROADBAND INC.	INTERNET-100 OUR LADY GUAD	77.29
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	339.26
			FICA CONTRIBUTIONS AND MAT	360.51
			FICA CONTRIBUTIONS AND MAT	407.71
			MEDICARE CONTRIB AND MATCH	79.35
			MEDICARE CONTRIB AND MATCH	84.31
			MEDICARE CONTRIB AND MATCH	95.34
		STENCE ELECTRIC	CONNECT MOTOR FOR HYD PUMP	588.40
			HYDRAULIC SWITCH REPAIR	200.00
		TAYLOR IRON-MACHINE WORKS	GEAR DRIVE FINE SCREEN	395.07
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	671.98
			CONTRIBUTIONS	713.42
			CONTRIBUTIONS	805.56
		TAYLOR ARMATURE WORKS	SEW HELICAL GEAR UNIT	2,089.15
			REPLACE WHEELS ON SCREEN R	356.25
		TRACTOR SUPPLY COMPANY	17 PC TITANIUM SET	16.99
		UNUM LIFE INS CO OF AMERI	DEC. UNUM AD&D	28.42
			ADD COVERAGE MENNEN	9.41
		WAL-MART COMMUNITY/GEMB	GLASS CONTAINER	11.84
			PRINTER INK	128.85
		WILLIAMSON COUNTY GRAIN	HAY	126.00
		USA BLUEBOOK; INC. DBA	SAMPLES, BROTH	299.00
			STORM WTER SAMPLER, SPILL	146.85

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			HOSE, NOZZLE, SHUT OFF	234.62
			BATTERIES	203.70
			HIP BOOTS	169.98
			ELECTRODE, BROTH	229.25
		CINTAS CORPORATION #86	UTIL UNIFORM	22.50
			UTIL UNIFORMS	22.50
			UTIL UNIFORM	22.50
			UTIL UNIFORMS	22.50
			UTIL UNIFORM	22.50
		ALFA LAVAL INC.	BELT PRESS PUMP REPAIR	1,717.81
		SUN LIFE ASSURANCE COMPANY	DENTAL INSURANCE	73.62
			DENTAL INSURANCE	98.16
			ADD COV. EMP ONLY MENNEN	24.54
			TOTAL:	27,234.28
DISTRIBUTION/COLLECTIO	PUBLIC UTILITIES F	AT&T	352-3251	198.23
		SPOK, INC	PAGERS	14.15
		ADT SECURITY SERVICES INC	REC SVC-BILL SVC ISSUES-CR	10.67-
		B2O & ASSOCIATES, INC.	MARKING PAINT	797.95
		BREWMESUM COFFEE	COFFEE SERVICE	25.00
			COFFEE SERVICE	88.00
		NCH CORPORATION DBA	10 GALS TRAILBLAZER	1,440.29
			TOWELS, GLOVES	557.63
		CITY OF ROUND ROCK	OCT 2017 BAC-T	420.00
		CLAWSON, DUSTIN	PUMP & MOTOR MAINT MEALS	60.00
		COUFAL-PRATER EQUIP LLC DBA UNITED AG	CHOP SAW	1,038.27
		TEXAS DEPARTMENT OF INFORMATION RESOUR	MONTHLY PHONE BILL	1.43
		DEPT OF STATE HEALTH SERVICES	OCT 2017 TESTING	415.40
		DPC INDUSTRIES, INC.	CHLORINE	206.95
			CHLORINE	70.00
		GULF COAST PAPER CO. INC.	TIOLET PAPER, BROWN TOWELS	62.77
			ROLL TOWELS	54.21
		CORE & MAIN LP	1 1/2" T-10 METERS	1,090.00
		HARBOR FREIGHT TOOLS	CUTTER/FLASHLIGHT/SLEDGE H	102.94
		LINCOLN	LTD INSURANCE PREMIUMS	120.99
			LTD- ADD. COV. ROJAS	7.84
		MOSS & MOSS INC. #3000	KEYS	49.36
			COUPLING	4.45
			CONCRETE	11.97
			SHOVEL, HAMMER	41.82
			BAR	5.11
			LEVEL	27.89
		RELIANT ENERGY SOLUTIONS	MONTHLY ELECTRIC BILL	2,412.99
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	1,040.87
			FICA CONTRIBUTIONS AND MAT	1,210.91
			FICA CONTRIBUTIONS AND MAT	1,316.07
			MEDICARE CONTRIB AND MATCH	243.42
			MEDICARE CONTRIB AND MATCH	283.20
			MEDICARE CONTRIB AND MATCH	307.78
		TEEX-TEXAS EMERGENCY SERVICES TRAINING	D CLAWSON PUMP AND MOTOR M	400.00
			CHLORINATOR MAINTENANCE PM	50.95
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	2,188.98
			CONTRIBUTIONS	2,520.85
			CONTRIBUTIONS	2,730.56
		TECHLINE PIPE, L.P	2" CURB STOP	390.07
			6" GASKET JOINT	416.79

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			4X16" CLAMPS	98.88
			6 X6 SAN TEES	109.68
		TX COMMISSION ON ENVIRONMENTAL QUALITY	2018 WATER SYSTEM FEE	14,910.70
		TRACTOR SUPPLY COMPANY	NEW EMP DON-BOOTS & BIB	219.96
			RAIN GEAR, MUD BOOTS FREDD	54.97
		ATMOS ENERGY	1200 N. MAIN ST. NATURAL G	72.78
		UNUM LIFE INS CO OF AMERI	DEC. UNUM AD&D	98.27
			ADJ. SALARY FAUL	0.80
			ADD COVERAGE ROJAS	6.40
			ADJ. SALARY ROTTHOFF	0.61
		WAL-MART COMMUNITY/GEMB	FRIDAY EMPLOYEE OT FOOD	20.36
			BATTERIES	36.52
			PHONE CASE, COMMUTER	59.86
		WILLIAMSON COUNTY GRAIN	HAY	56.50
		USA BLUEBOOK; INC. DBA	DPD SAMPLES	203.58
		REYES, RICHARD	910 KENT ST. DRIVEWAY	800.00
		MCCOY'S BUILDING SUPPLY	CONCRETE MIX	36.26
		AT&T U-VERSE	INTERNET	70.82
		CINTAS CORPORATION #86	CAPS	249.71
			UTIL UNIFORM	61.77
			UTIL UNIFORMS	135.23
			UTIL UNIFORM	143.43
			UTIL UNIFORMS	145.47
			UTIL UNIFORM	77.67
			BOOTS	709.97
			BOOTS-FAUL	150.00
		SUPER DONUT	FRIDAY EMPLOYEE OT FOOD	53.49
		SLEDGE ENGINEERING LLC	OCT 2017 RETAINAGE	2,350.00
		CINTAS CORP DBA FIRST AID & SAFETY	KIT REFILL	135.37
		AIRGAS INC DBA AIRGAS USA, LLC	TORCH RENTAL	48.74
		SUN LIFE ASSURANCE COMPANY	DENTAL INSURANCE	245.40
			DENTAL INSURANCE	294.48
			ADD COV. EMP ONLY ROJAS	24.43
		TREJO, ALFREDO	REIMBURSE BOOTS	69.76
			REIMBURSEMENT JACKET & HAT	43.58
			TOTAL:	44,210.87
UTILITIES NONDEPARTMEN	PUBLIC UTILITIES F	BRAZOS RIVER AUTHORITY	EWC WTP TREATED WATER OCT	133,210.29
		MCGINNIS, LOCHRIDGE & KILGORE, L.L.P	NOACK-THRALL WATER CONTRAC	5,032.60
		RUSSELL & RODRIGUEZ LLP	THRALL WATER-ART RODRIGUEZ	250.00
			TOTAL:	138,492.89
NON-DEPARTMENTAL	AIRPORT FUND	PRE-PAID LEGAL SERVICES, INC. DBA LEGA	PRE-PAID LEGAL PREMIUMS	18.95
		CITIZENS NATIONAL BANK	FEDERAL WITHHOLDING	153.37
			FEDERAL WITHHOLDING	153.37
			FEDERAL WITHHOLDING	175.07
			FICA CONTRIBUTIONS AND MAT	95.97
			FICA CONTRIBUTIONS AND MAT	95.97
			FICA CONTRIBUTIONS AND MAT	107.87
			MEDICARE CONTRIB AND MATCH	22.45
			MEDICARE CONTRIB AND MATCH	22.45
			MEDICARE CONTRIB AND MATCH	25.23
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	109.65
			CONTRIBUTIONS	109.65
			CONTRIBUTIONS	123.09
		SUN LIFE ASSURANCE COMPANY	DENTAL PAYABLE	33.60

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			DENTAL PAYABLE	33.60
		RANGER BUILDERS LLC	FIRE SUPPRESSION NEW T-HAN	23,796.00
			TOTAL:	25,076.29
AIRPORT OPERATIONS DEP	AIRPORT FUND	AT&T	352-5747	69.24
		AVFUEL CORP.	100LL FUEL	10,054.22
		BREWMESUM COFFEE	COFFEE	17.88
		TEXAS DEPARTMENT OF INFORMATION RESOUR	MONTHLY PHONE BILL	0.57
		HOME DEPOT CREDIT SERVICES	INSULATED SIDING/PINE STUD	58.45
		LINCOLN	LTD INSURANCE PREMIUMS	7.28
		MOSS & MOSS INC. #6000	HINGES/MISC HARDWARE	25.75
		MIMMS, RONNIE A DBA ALL AREA OVERHEAD	HANGAR DOOR REPAIR	282.00
			HANGAR DOOR REPAIR	155.00
		RELIANT ENERGY SOLUTIONS	MONTHLY ELECTRIC BILL	469.97
		RISE SKYBEAM/JAB BROADBAND INC.	INTERNET-303 AIRPORT	168.66
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	95.97
			FICA CONTRIBUTIONS AND MAT	95.97
			FICA CONTRIBUTIONS AND MAT	107.87
			MEDICARE CONTRIB AND MATCH	22.45
			MEDICARE CONTRIB AND MATCH	22.45
			MEDICARE CONTRIB AND MATCH	25.23
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	189.54
			CONTRIBUTIONS	189.54
			CONTRIBUTIONS	212.76
		UNUM LIFE INS CO OF AMERI	DEC. UNUM AD&D	6.00
		CHISAM, J.R. DBA JRC MAINTENANCE	REPLACE FUEL FILTERS	618.65
		SUN LIFE ASSURANCE COMPANY	DENTAL INSURANCE	24.53
			ADD EMP/SPOUSE-CORNELIUS	58.13
			DENTAL INSURANCE	24.54
			TOTAL:	13,002.65
NON-DEPARTMENTAL	CEMETERY OPERATING	PRE-PAID LEGAL SERVICES, INC. DBA LEGA	PRE-PAID LEGAL PREMIUMS	27.90
		CITIZENS NATIONAL BANK	FEDERAL WITHHOLDING	153.75
			FEDERAL WITHHOLDING	159.35
			FEDERAL WITHHOLDING	153.23
			FICA CONTRIBUTIONS AND MAT	137.61
			FICA CONTRIBUTIONS AND MAT	140.10
			FICA CONTRIBUTIONS AND MAT	137.38
			MEDICARE CONTRIB AND MATCH	32.18
			MEDICARE CONTRIB AND MATCH	32.77
			MEDICARE CONTRIB AND MATCH	32.13
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	155.36
			CONTRIBUTIONS	158.17
			CONTRIBUTIONS	155.10
			TOTAL:	1,475.03
CEMETERY OPERATING DEP	CEMETERY OPERATING	AT&T	352-3531	69.75
		TEXAS DEPARTMENT OF INFORMATION RESOUR	MONTHLY PHONE BILL	1.60
		LINCOLN	LTD INSURANCE PREMIUMS	13.88
		RELIANT ENERGY SOLUTIONS	MONTHLY ELECTRIC BILL	32.29
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	137.61
			FICA CONTRIBUTIONS AND MAT	140.10
			FICA CONTRIBUTIONS AND MAT	137.38
			MEDICARE CONTRIB AND MATCH	32.18
			MEDICARE CONTRIB AND MATCH	32.77
			MEDICARE CONTRIB AND MATCH	32.13

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	268.56
			CONTRIBUTIONS	273.41
			CONTRIBUTIONS	268.11
		TRACTOR SUPPLY COMPANY	L DELUNA/BOOTS 429112	89.99
		UNUM LIFE INS CO OF AMERI	DEC. UNUM AD&D	11.41
		CINTAS CORPORATION #86	CEM/UNIFORMS 627270	5.36
			CEM/UNIFORMS 630868	5.36
			CEM/UNIFORMS 634468	5.36
			CEM/UNIFORMS 638070	5.36
			CEM/UNIFORMS 641711	5.36
		KNIPPA, DANIEL	CEM/OCT-3 REG OPEN/CLOSES	1,275.00
			CEM/NOV 7 REG OPEN/CLOSES	2,975.00
		SUN LIFE ASSURANCE COMPANY	DENTAL INSURANCE	49.08
			DENTAL INSURANCE	49.08
			TOTAL:	5,916.13
NON-DEPARTMENTAL	FLEET SERVICES OPE	AFLAC	AFLAC NOVEMBER 2017 INVOIC	152.07
		NATIONWIDE RETIREMENT SOLUTIONS	EMPLOYEE CONTRIBUTIONS	10.00
			EMPLOYEE CONTRIBUTIONS	10.00
			EMPLOYEE CONTRIBUTIONS	10.00
		PRE-PAID LEGAL SERVICES, INC. DBA LEGA	PRE-PAID LEGAL PREMIUMS	33.90
		CITIZENS NATIONAL BANK	FEDERAL WITHHOLDING	479.66
			FEDERAL WITHHOLDING	527.69
			FEDERAL WITHHOLDING	452.10
			FICA CONTRIBUTIONS AND MAT	257.67
			FICA CONTRIBUTIONS AND MAT	271.06
			FICA CONTRIBUTIONS AND MAT	250.32
			MEDICARE CONTRIB AND MATCH	60.26
			MEDICARE CONTRIB AND MATCH	63.39
			MEDICARE CONTRIB AND MATCH	58.54
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	305.44
			CONTRIBUTIONS	320.57
			CONTRIBUTIONS	297.15
		UNUM LIFE INS CO OF AMERI	LIFE INSURANCE PREMIUMS	33.96
		SUN LIFE ASSURANCE COMPANY	DENTAL PAYABLE	70.98
			DENTAL PAYABLE	70.98
			TOTAL:	3,735.74
FLEET SERVICES SECTION	FLEET SERVICES OPE	ARNOLD OIL COMPANY OF AUSTIN, LP DBA A	CLEANUP KIT	49.98
			E2 FLASHER	16.73
			#543 INSTRUMENT CLUSTER	238.57
			POLICE BULB	26.46
			#615 VISE	354.99
			#516 HOSE	6.04
			PERFORMANCE DEVICE/FUEL AD	483.02
			#611 GROTE	83.54
			#510 TERMINAL	6.78
			E2 OIL	39.76
			#510 BATTERY	93.93
			OIL	39.69
			MAT PAD	87.39
			STABILIZER	88.56
			E2 HOSE	8.55
			#336 AIR FILTER/OIL	67.24
			#95 OIL FILTER/AIR FILTER	49.40
			#115 HYDRAULIC HOSE	102.08

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			#96 GROMMET	8.77
			#330 OIL	27.42
			#611 TRAILER CONNECTOR	24.46
			#561 REPAIR BLADE	9.98
			WRENCH	20.19
			#340 OIL	36.56
			#340 AIR FILTER	30.68
			PREMIX-STA 2	79.99
			#96 BACKUP ALARM	130.78
			#25 WIPER BLADES	9.98
			#502 WIPER BLADES	9.98
			#611 BACKUP ALARM	130.78
			Q1 UTILITY LIGHT	34.16
			STREETS-PREMIX	19.99
			#19 WIPER BLADES	9.98
			#19 OIL	18.05
			#96 CLAMP	3.29
			#615 LICENSE LAMP	1.94
		JIM McNABB INC DBA: ART	VINYL SIGN	105.00
		AUSTIN POMA, INC	#35 LED BEACON	106.80
			TRPSC-BEACONS	215.20
		COUFAL-PRATER EQUIP LLC DBA UNITED AG	#552 BEARING/LINK	399.26
		COVERT COUNTRY OF HUTTO	#339 TOWING	33.80
		FLOYDCO INC	C1 WINDSHIELD	475.00
		FREIGHTLINER OF AUSTIN	E2 FUEL PUMP	514.23
			E2 WASHER	13.36
		GCR TIRES & SERVICE	STOCK TIRES	450.46
			POLICE-CAPRICE	264.16
			POLICE CAPRICE	792.30
		GEORGETOWN OUTDOOR PWRINC	VALVES/BUSHING	30.69
		HEB CREDIT RECEIVABLES	LITERACY COUNCIL MEETING	25.89
			TRAVERSE - CAR WASH	9.00
		HENNA CHEVROLET INC	#733/730 STEPS	850.00
			RETAINER	13.00
			#335 HOSE	103.04
			#95 HOSE	219.55
			#95 HOSE	69.69
		INTERSTATE BATT. N AUSTIN	#95 BATTERY	123.75
			#511 BATTERY	123.75
			SHOP	80.00
		LAWSON PRODUCTS INC.	DRILL BIT	8.21
		LINCOLN	LTD INSURANCE PREMIUMS	27.50
		MOSS & MOSS INC. #8000	CLOROX	4.99
			PRIMER	9.10
			BATTERY BAR	23.23
			#517 MISC HARDWARE	6.40
			TRPSC-FUEL STABILIZER	24.17
			#96 MISC HARDWARE	14.32
			#96 MISC HARDWARE	7.60
		SOUTHWEST PUBLIC SAFETY	SPOTLIGHT	274.96
		RDO EQUIPMENT CO	#35 AIR FILTER	63.55
		REAL WHEELS RWC INC	TIRE PRESSURE MONITOR FOR	34.39
		SAFETY KLEEN SYSTEMS, INC	SOLVENT	212.74
			SOLVENT	212.74
		SHARE CORPORATION	TOWELS/AEROSOL	316.48
			EVAPO-KLEEN	1,023.35

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	257.67
			FICA CONTRIBUTIONS AND MAT	271.06
			FICA CONTRIBUTIONS AND MAT	250.32
			MEDICARE CONTRIB AND MATCH	60.26
			MEDICARE CONTRIB AND MATCH	63.39
			MEDICARE CONTRIB AND MATCH	58.54
		SPILLAR CUSTOM HITCHES,IN	#734 HEADRACK/TOOLBO	1,313.00
			#601 HEADRACK/TOOLBO	1,313.00
		TAYLOR IRON-MACHINE WORKS	#552 SHREDDER REPAIR	395.76
		TML INTERGOVERNMENTAL	AUTO COVERAGE FOR ADDED VE	394.25
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	527.98
			CONTRIBUTIONS	554.12
			CONTRIBUTIONS	513.64
		TRS SPRAY EQUIPMENT	SPRAY TIP	54.45
		UNUM LIFE INS CO OF AMERI	DEC. UNUM AD&D	22.21
		WILLIAMSON COUNTY EQUIP.	STREETS WEEDEATER TRIMMER	892.53
		ZEP MANUFACTURING CO.	GREASE/CLEANERS	1,023.22
		AMAZON.COM	PHONE HOLSTER	11.90
			BELT HOLSTER	9.99
			CELL PHONE HOLSTERS/CASES	62.70
		PRECISION MOBILE TINT	571/624/734 WINDOW TINTING	495.00
			#96/601 WINDOW TINTING	230.00
		SHELL V-POWER	TRAVERSE GAS - MR TURNER	30.16
		CINTAS CORPORATION #86	FLEET/UNIFORMS 627271	18.36
			FLEET/UNIFORMS 630869	18.36
			FLEET/UNIFORMS 634469	19.36
			FLEET/UNIFORMS 638071	18.36
			FLEET/HOODIE 638072	37.94
			FLEET/UNIFORMS 641712	18.36
		TAYLOR LUBE CENTER	#604 OIL CHANGE	45.98
		GADDES, LARRY, WILLIAMSON CTY TAX ASSE	FLEET REGISTRATIONS	158.50
			FLEET REGISTRATION CONV. F	3.47
		SIDDONS MARTIN EMERGENCY GROUP LLC	Q1 PM SERVICE	2,500.00
			Q1 PM SERVICE	940.79
			Q1 PM SERVICE	2,500.00
			Q1 PM SERVICE	2,500.00
			Q1 PM SERVICE	1,000.00
			Q1 PM SERVICE	4,000.00
			Q1 PM SERVICE	2,000.00
			Q1 PM SERVICE	1,000.00
		CINTAS CORP DBA FIRST AID & SAFETY	MEDICAL KIT	810.65
		PLISCOTT ENTERPR. DBA VALLEY MILLS FEE	SOLVENT	247.90
		FLEETCOR TECHNOLOGIES, INC.LLC DBA FUE	FUEL	5,542.04
			FUEL	4,951.17
		SUN LIFE ASSURANCE COMPANY	DENTAL INSURANCE	49.08
			DENTAL INSURANCE	49.08
		T&W TIRE LLC	T1 REPAIR STEMS	365.64
			T1 TIRES	6,395.92
			TOTAL:	53,727.46
FLEET REPLACEMENT	FLEET REPLACEMENT	CITIZENS NTL BANK-CAPITAL EQUIP ACCT	PAYMT 29 CAPITAL EQUIP LOA	4,974.62
			PAYMT 29 CAPITAL EQUIP LOA	354.63
		JOHN DEERE FINANCIAL F.S.B.DBA DEERE C	JOHN DEERE PMT #1 PER CONT	975.08
			TOTAL:	6,304.33
NON-DEPARTMENTAL	POOLED CASH	JPMORGAN CHASE BANK NA	NOVEMBER 2017 TRANSACTIONS	13,946.99

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION		AMOUNT
			OCTOBER 2017		8,903.98
				TOTAL:	22,850.97

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

100	GENERAL FUND	673,698.73
120	HOTEL/MOTEL FUND	5,171.90
123	MAIN STREET REVENUE FUND	6,362.91
125	MUNICIPAL CRT SPECIAL FEE	5,678.22
162	GENERAL CAPITAL IMPROVEME	8,162.82
164	MDUS IMPROVEMENT PROJECTS	327,269.47
320	SANITATION FUND	121,968.48
340	PUBLIC UTILITIES FUND	371,595.35
350	AIRPORT FUND	38,078.94
370	CEMETERY OPERATING FUND	7,391.16
382	FLEET SERVICES OPERATING	57,463.20
384	FLEET REPLACEMENT FUND	6,304.33
950	POOLED CASH	22,850.97
	GRAND TOTAL:	1,651,996.48

TOTAL PAGES: 24

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Attachment D

Operating Funds Balance Sheets

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

BALANCE SHEET

AS OF: NOVEMBER 30TH, 2017

100-GENERAL FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
======				
100-100-100	PETTY CASH	1,650.00		
100-100-102	CLAIM ON POOLED CASH	(1,768,727.69)		
100-100-105	MONEY MARKET @CNB #4260618	12,227.48		
100-100-108	TEXSTAR (NED) MOODY MUSEUM	246,514.68		
100-100-109	PRINCOR GEN FUND 6FR-139362	671,940.39		
100-100-110	TEXPOOL 2465300006 POOLED CASH	3,791,247.14		
100-100-113	TEXPOOL 2465300015 N MOODY	50,628.52		
100-120-100	PROPERTY TAXES RECEIVABLE	122,955.41		
100-120-103	MISC. ACCOUNTS RECEIVABLE	5,773.18		
100-120-110	ALLOWANCE UNCOLLECTED TAXES	0.00		
100-120-120	SALES TAXES RECEIVABLE	520,969.02		
100-120-130	ACCTS RECEIVABLE GARBAGE	0.00		
100-120-131	ALLOWANCE - GARBAGE	0.00		
100-120-140	GRANTS RECEIVABLE	0.00		
100-120-240	DUE FROM TAXES	0.00		
100-120-250	DUE FROM FUND 350 FOR LOAN	25,400.00		
100-120-251	DUE FROM FUND 350	0.00		
100-120-302	TEDC REIMBURSE FOR MAIN ST	0.00		
100-150-100	OTHER ASSETS (AUDITOR'S ENTRY)	0.00		
100-170-100	CURRENT YR RES FOR ENCUMBRANCE	(198,834.00)		
100-170-101	PRIOR YR RES FOR ENCUMBRANCE	69,365.99		
100-180-101	DUE FROM SOURCES-GRANT REVENUE	0.00		
100-190-102	DEFERRED CHGS-BOND ISSUE COST	0.00		
			3,551,110.12	
	TOTAL ASSETS			3,551,110.12
				==============
LIABILITIES				
===========				
100-200-100	ACCRUED PAYBLES	0.00		
100-200-110	ENCUMBERED PAYABLE GEN.	(198,834.00)		
100-200-111	PRIOR YEAR ENCUMBRANCE	69,365.99		
100-200-200	FICA & MEDICARE PAYABLE	0.00		
100-200-201	FEDERAL WITHHOLDING PAYABLE	0.00		
100-200-202	TMRS PAYABLE	0.00		
100-200-203	DEFERRED COMP PAYABLE	1,385.88		
100-200-204	CIVIL SERVICE-SICK LEAVE	0.00		
100-200-205	TEDC SALES TAX PAYABLE	0.00		
100-200-210	CHILD SUPPORT PAYABLE	(92.31)		
100-200-211	GARNISHMENTS PAYABLE	0.00		
100-200-212	UNUM LIFE INS PAYABLE	14.66		
100-200-213	DENTAL PAYABLE	1,436.27		
100-200-214	AFLAC PAYABLE	3,845.73		
100-200-215	CLOTHES RENTAL PAYABLE	0.00		
100-200-216	CINCINNATI LIFE PAYABLE	54.71		
100-200-218	BLUE CHOICE PAYABLE	27.62		
100-200-219	SCOTT & WHITE HEALTH PAYABLE	22,461.77		
100-200-220	S&W PAYABLE 2001-2011	(9,793.98)		
100-200-222	PRE-PAID LEGAL PAYABLE	477.30		

BALANCE SHEET

AS OF: NOVEMBER 30TH, 2017

100-GENERAL FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
100-200-228	MISC DEDUCTIONS PAYABLE	4.50		
100-200-229	MET LIFE DENTAL PAYABLE	(551.91)		
100-200-230	UNITED WAY PAYABLE	10.00		
100-200-231	MEMBERSHIP/DUES PAYABLE	516.00		
100-200-232	COURT BOND REFUND PAYABLE	(4.90)		
100-200-233	OTHER A/P PENDING (AUDITOR)	(52,259.66)		
100-200-235	VISION PLAN PAYABLE	302.94		
100-200-301	COURT COLLECTIONS	5,690.82		
100-200-401	WAGES PAYABLE	0.00		
100-200-500	DUE TO OTHER FUNDS	190,103.07		
100-200-502	DUE TO STATE/COURT FEES	25,049.17		
100-200-503	DUE TO COMPT. SALES TAX	0.00		
100-200-504	DUE TO TEDC-MONTHLY SALES TAX	0.00		
100-200-505	DUE TO OMNIBASE SERVICES INC	1,007.33		
100-200-507	DUE TO S&W/COBRA FROM OTHERS	2,775.47		
100-200-508	DUE TO TISD:HOUSING AUTH PILOT	0.00		
100-200-509	DUE TO TMRS FROM TEDC	(2,785.40)		
100-210-111	DUE TO I&S (TAX COLLECTIONS)	2,153.54		
100-220-100	TAX DISTRIBUTION	0.00		
100-240-100	DEFERRED TAX REVENUE	122,955.41		
100-240-101	UNCLAIMED FUNDS	12,115.79		
100-240-102	DEFERRED REV-BOND PREMIUM	0.00		
100-240-103	DEFERRED REVENUE	0.00		
	TOTAL LIABILITIES		197,431.81	
EQUITY				
======				
100-260-113	ESCROW-BONDS POSTED-DEFENDENTS	9,381.10		
100-265-100	RESTRICTED PORTION FUND BA	0.00		
100-270-100	FUND BALANCE	4,045,144.51		
100-280-100	ASSIGNED FUND BALANCE	32,396.29		
	TOTAL BEGINNING EQUITY	4,086,921.90		
	TOTAL REVENUE	1,160,001.57		
	TOTAL EXPENSES	1,893,245.16		
	TOTAL INCREASE/(DECREASE) IN FUND BAL.	(733,243.59)		
	TOTAL EQUITY & FUND BALANCE		3,353,678.31	
	TOTAL LIABILITIES, EQUITY & FUND BALANCE			3,551,110.12
				==============

BALANCE SHEET

AS OF: NOVEMBER 30TH, 2017

119-TIF (TAX INCREMENT FUND)

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
======				
119-100-102	CLAIM ON POOLED CASH	72,537.63		
119-100-115	TEXPOOL 246530004 TIF PROP TAX	662,641.60		
119-120-103	MISC ACCOUNTS RECEIVABLE	0.00		
119-170-100	CURRENT YR RES FOR ENCUMBRANCE	0.00		
119-170-101	PRIOR YR RES FOR ENCUMBRANCE	0.00		
			735,179.23	
	TOTAL ASSETS			735,179.23
				==============
LIABILITIES				
===========				
119-200-110	CURRENT YEAR ENCUMBRANCE	0.00		
119-200-111	PRIOR YEAR ENCUMBRANCE	0.00		
119-200-500	ACCOUNTS PAYABLE PENDING	0.00		
	TOTAL LIABILITIES		0.00	
EQUITY				
======				
119-270-100	FUND BALANCE	734,027.86		
	TOTAL BEGINNING EQUITY	734,027.86		
	TOTAL REVENUE	1,151.37		
	TOTAL EXPENSES	0.00		
	TOTAL INCREASE/(DECREASE) IN FUND BAL.	1,151.37		
	TOTAL EQUITY & FUND BALANCE		735,179.23	
	TOTAL LIABILITIES, EQUITY & FUND BALANCE			735,179.23
				==============

BALANCE SHEET

AS OF: NOVEMBER 30TH, 2017

120-HOTEL/MOTEL FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
======				
120-100-102	CLAIM ON POOLED CASH	84,628.08		
120-120-103	MISC ACCOUNTS RECEIVABLE	0.00		
120-170-100	CURRENT YR RES FOR ENCUMBRANCE	0.00		
120-170-101	PRIOR YR RES FOR ENCUMBRANCE	0.00		
			84,628.08	
	TOTAL ASSETS			84,628.08
				==============
LIABILITIES				
===========				
120-200-110	CURRENT YEAR ENCUMBRANCE	0.00		
120-200-111	PRIOR YEAR ENCUMBRANCE	0.00		
120-200-500	ACCOUNTS PAYABLE PENDING	0.00		
	TOTAL LIABILITIES		0.00	
EQUITY				
======				
120-270-100	FUND BALANCE	74,615.11		
	TOTAL BEGINNING EQUITY	74,615.11		
	TOTAL REVENUE	15,184.87		
	TOTAL EXPENSES	5,171.90		
	TOTAL INCREASE/(DECREASE) IN FUND BAL.	10,012.97		
	TOTAL EQUITY & FUND BALANCE		84,628.08	
	TOTAL LIABILITIES, EQUITY & FUND BALANCE			84,628.08
				==============

BALANCE SHEET

AS OF: NOVEMBER 30TH, 2017

123-MAIN STREET REVENUE FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
======				
123-100-102	CLAIM ON POOLED CASH	38,464.25		
123-120-103	MISC ACCOUNTS RECEIVABLES	0.00		
123-170-100	CURRENT YR RES FOR ENCUMBRANCE	0.00		
123-170-101	PRIOR YR RES FOR ENCUMBRANCE	0.00		
			38,464.25	
	TOTAL ASSETS			38,464.25
				==============
LIABILITIES				
===========				
123-200-110	CURRENT YEAR ENCUMBRANCE	0.00		
123-200-111	PRIOR YEAR ENCUMBRANCE	0.00		
123-200-500	ACCOUNTS PAYABLE PENDING	6,362.91		
123-240-100	PRE-REGISTRATION FOR FESTIVAL	0.00		
	TOTAL LIABILITIES		6,362.91	
EQUITY				
======				
123-270-100	FUND BALANCE	41,132.93		
	TOTAL BEGINNING EQUITY	41,132.93		
	TOTAL REVENUE	2,435.00		
	TOTAL EXPENSES	11,466.59		
	TOTAL INCREASE/(DECREASE) IN FUND BAL.	(9,031.59)		
	TOTAL EQUITY & FUND BALANCE		32,101.34	
	TOTAL LIABILITIES, EQUITY & FUND BALANCE			38,464.25
				==============

BALANCE SHEET

AS OF: NOVEMBER 30TH, 2017

125-MUNICIPAL CRT SPECIAL FEE

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
125-100-102	CLAIM ON POOLED CASH	116,316.77		
125-170-100	CURRENT YR RES FOR ENCUMBRANCE	(3,685.08)		
125-170-101	PRIOR YR RES FOR ENCUMBRANCE	1,253.00		
			113,884.69	
	TOTAL ASSETS			113,884.69
LIABILITIES				
125-200-110	CURRENT YEAR ENCUMBRANCE	(3,685.08)		
125-200-111	PRIOR YEAR ENCUMBRANCE	1,253.00		
125-200-500	ACCOUNTS PAYABLE PENDING	953.22		
	TOTAL LIABILITIES		(1,478.86)	
EQUITY				
125-270-100	FUND BALANCE	118,332.38		
	TOTAL BEGINNING EQUITY	118,332.38		
	TOTAL REVENUE	2,709.39		
	TOTAL EXPENSES	5,678.22		
	TOTAL INCREASE/(DECREASE) IN FUND BAL.	(2,968.83)		
	TOTAL EQUITY & FUND BALANCE		115,363.55	
	TOTAL LIABILITIES, EQUITY & FUND BALANCE			113,884.69

BALANCE SHEET

AS OF: NOVEMBER 30TH, 2017

200-ROADWAY IMPACT FEE FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
200-100-102	CLAIM ON POOLED CASH	164,787.84		
			164,787.84	
	TOTAL ASSETS			164,787.84
LIABILITIES				
200-200-500	ACCOUNTS PAYABLE PENDING	0.00		
	TOTAL LIABILITIES		0.00	
EQUITY				
200-270-100	FUND BALANCE	159,000.89		
	TOTAL BEGINNING EQUITY	159,000.89		
	TOTAL REVENUE	5,786.95		
	TOTAL EXPENSES	0.00		
	TOTAL INCREASE/(DECREASE) IN FUND BAL.	5,786.95		
	TOTAL EQUITY & FUND BALANCE		164,787.84	
	TOTAL LIABILITIES, EQUITY & FUND BALANCE			164,787.84

BALANCE SHEET

AS OF: NOVEMBER 30TH, 2017

210-TRANSPORTATION FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
======				
210-100-102	CLAIM ON POOLED CASH	953,734.87		
210-120-130	ACCTS RECEIVABLE TRANSPORTATIO	33,516.29		
210-120-131	ALLOWANCE-TRANSPORTATION	0.00		
210-170-100	CURRENT YR RES FOR ENCUMBRANCE	0.00		
210-170-101	PRIOR YR RES FOR ENCUMBRANCE	0.00		
			987,251.16	
	TOTAL ASSETS			987,251.16
				==============
LIABILITIES				
===========				
210-200-100	ACCRUED PAYABLES	0.00		
210-200-110	CURRENT YR ENCUMBRANCES	0.00		
210-200-111	PRIOR YR ENCUMBRANCES	0.00		
210-200-500	ACCOUNTS PAYABLE PENDING	0.00		
210-240-101	UNCLAIMED FUNDS	0.00		
	TOTAL LIABILITIES		0.00	
EQUITY				
======				
210-270-100	FUND BALANCE	903,478.24		
	TOTAL BEGINNING EQUITY	903,478.24		
	TOTAL REVENUE	86,066.94		
	TOTAL EXPENSES	2,294.02		
	TOTAL INCREASE/(DECREASE) IN FUND BAL.	83,772.92		
	TOTAL EQUITY & FUND BALANCE		987,251.16	
	TOTAL LIABILITIES, EQUITY & FUND BALANCE			987,251.16
				==============

BALANCE SHEET

AS OF: NOVEMBER 30TH, 2017

300-MUNICIPAL DRAINAGE UTILIT

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
300-100-102	CLAIM ON POOLED CASH	289,036.83		
300-120-100	DRAINAGE RECEIVABLE	19,634.73		
300-120-130	ALLOWANCE FOR DOUBTFUL ACCTS	(3,864.08)		
300-160-206	FIXED ASSET-WORK IN PROGRESS	0.00		
300-170-100	CURRENT YR RES FOR ENCUMBRANCE	0.00		
300-170-101	PRIOR YR RES FOR ENCUMBRANCE	0.00		
300-190-103	ACCUMULATED DEPRECIATION	0.00		
			304,807.48	
	TOTAL ASSETS			304,807.48
LIABILITIES				
300-200-104	ACCRUED INTEREST PAYABLE	0.00		
300-200-110	CURRENT YEAR ENCUMBRANCES	0.00		
300-200-111	PRIOR YEAR ENCIMBRANCES	0.00		
300-200-233	OTHER A/P PENDING (AUDITOR)	0.00		
300-200-240	BOND PAYABLE - CURRENT	0.00		
300-200-300	RETAINAGE PAYABLE	0.00		
300-200-500	ACCOUNTS PAYABLE PENDING	0.00		
	TOTAL LIABILITIES		0.00	
EQUITY				
300-250-100	CONTRIBUTED CAPITAL-DRAINAGE	0.00		
300-270-100	FUND BALANCE	476,565.55		
	TOTAL BEGINNING EQUITY	476,565.55		
	TOTAL REVENUE	52,219.73		
	TOTAL EXPENSES	223,977.80		
	TOTAL INCREASE/(DECREASE) IN FUND BAL.	(171,758.07)		
	TOTAL EQUITY & FUND BALANCE		304,807.48	
	TOTAL LIABILITIES, EQUITY & FUND BALANCE			304,807.48

BALANCE SHEET

AS OF: NOVEMBER 30TH, 2017

320-SANITATION FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
======				
320-100-102	CLAIM ON POOLED CASH	204,585.87		
320-120-103	MISC ACCOUNTS RECEIVABLE	2,268.00		
320-120-130	ACCTS RECEIVABLE GARBAGE	63,605.70		
320-120-131	ALLOWANCE-GARBAGE	(2,691.04)		
320-170-100	CURRENT YR RES FOR ENCUMBRANCE	0.00		
320-170-101	PRIOR YR RES FOR ENCUMBRANCE	0.00		
			267,768.53	
	TOTAL ASSETS			267,768.53
				==============
LIABILITIES				
===========				
320-200-100	ACCRUED PAYABLES	0.00		
320-200-110	CURRENT YR ENCUMBRANCES	0.00		
320-200-111	PRIOR YR ENCUMBRANCES	0.00		
320-200-500	ACCOUNTS PAYABLE PENDING	115,302.85		
320-200-503	DUE TO STATE COMPT SALES TAX	10,934.09		
320-240-101	UNCLAIMED FUNDS	0.00		
	TOTAL LIABILITIES		126,236.94	
EQUITY				
======				
320-270-100	FUND BALANCE	201,838.97		
	TOTAL BEGINNING EQUITY	201,838.97		
	TOTAL REVENUE	170,468.33		
	TOTAL EXPENSES	230,775.71		
	TOTAL INCREASE/(DECREASE) IN FUND BAL.	(60,307.38)		
	TOTAL EQUITY & FUND BALANCE		141,531.59	
	TOTAL LIABILITIES, EQUITY & FUND BALANCE			267,768.53
				==============

BALANCE SHEET

AS OF: NOVEMBER 30TH, 2017

340-PUBLIC UTILITIES FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
======				
340-100-100	PETTY CASH	1,350.00		
340-100-102	CLAIM ON POOLED CASH	(66,068.24)		
340-100-104	INVESTMENTS	0.00		
340-100-107	TEXPOOL 2465300012 TOWER RENT	252,140.24		
340-100-110	TEXPOOL 2465300001 UTILITY FD	551,878.20		
340-100-118	TEXPOOL RATE STABILIZATION 18	381,792.24		
340-100-119	TEXPOOL CAPITAL OUTLAY-ASSETS	163,545.85		
340-100-120	TEXPOOL WORKING CAPITAL-CIP	226,008.24		
340-100-121	TEXPOOL 2017 WWTP IMPROVMNTS	887,624.74		
340-120-100	ACCOUNTS RECEIVABLE	371,732.34		
340-120-101	CURRENT REFUND PAYABLE	7,741.65		
340-120-102	UNAPPLIED CREDITS	(28,740.85)		
340-120-103	MISC. ACCOUNTS RECEIVABLE	66,337.79		
340-120-104	AR - AUDIT ACCRUALS	0.00		
340-120-130	ALLOWANCE-ACCTS. RECEIVABLE	(6,352.22)		
340-140-100	INVENTORY	168,933.93		
340-150-100	BOND ISSUANCE COSTS	30,318.53		
340-150-105	DEFERRED AMT ON REFUNDING	80,539.39		
340-160-100	LAND	457,201.00		
340-160-200	BUILDINGS	6,363,714.34		
340-160-206	FIXED ASSETS: WORK IN PROGRESS	2,637,388.59		
340-160-225	PLANT DISTRIBUTION/COLLECTION	45,982,567.13		
340-160-235	EQUIPMENT	813,313.17		
340-170-100	CURRENT YR RES FOR ENCUMBRANCE	(141,579.56)		
340-170-101	PRIOR YR RES FOR ENCUMBRANCE	124,353.42		
340-190-103	ACCUMULATED DEPRECIATION	(20,311,026.63)		
			39,014,713.29	
	TOTAL ASSETS			39,014,713.29
				==============
LIABILITIES				
===========				
340-200-104	ACCRUED INTEREST PAYABLE	111,722.75		
340-200-110	CURRENT YEAR ENCUMBRANCES	(141,579.56)		
340-200-111	PRIOR YEAR ENCUMBRANCE	124,353.42		
340-200-200	FICA AND MEDICARE PAYABLE	(831.14)		
340-200-201	FEDERAL WITHHOLDING PAYABLE	(1,144.93)		
340-200-202	TMRS PAYABLE	0.00		
340-200-203	DEFERRED COMP PAYABLE	134.73		
340-200-204	DEFERRED CHARGES	0.00		
340-200-208	ACCRUED VACATION	19,912.33		
340-200-209	CHILD SUPPORT PAYABLE	0.00		
340-200-210	NET PENSION LIABILITY	778,181.00		
340-200-211	GARNISHMENTS PAYABLE	0.00		
340-200-212	UNUM LIFE INS PAYABLE	13.83		
340-200-213	DENTAL PAYABLE	173.32		
340-200-214	AFLAC PAYABLE	309.26		
340-200-215	CLOTHES RENTAL PAYABLE	0.00		
340-200-218	BLUE CHOICE PAYABLE	175.48		

BALANCE SHEET

AS OF: NOVEMBER 30TH, 2017

340-PUBLIC UTILITIES FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
340-200-219	SCOTT & WHITE HEALTH PAYABLE	1,955.09		
340-200-222	PRE-PAID LEGAL PAYABLE	180.45		
340-200-228	MISC. DEDUCTIONS PAYABLE	3.00		
340-200-229	MET LIFE DENTAL PAYABLE	(135.78)		
340-200-230	UNITED WAY PAYABLE	(1.00)		
340-200-233	OTHER A/P PENDING (AUDITOR)	(15,805.47)		
340-200-235	VISION PLAN PAYABLE	80.28		
340-200-240	BONDS PAYABLE-CURRENT	0.00		
340-200-300	RETAINAGE PAYABLE	0.00		
340-200-500	ACCOUNTS PAYABLE PENDING	286,286.64		
340-200-999	UNRECONCILED DIFFERENCES	(3,840.72)		
340-210-100	UNAMORT. BOND DISCOUNT	(27,590.25)		
340-210-101	BOND PREMIUMS	1,013,962.32		
340-210-102	DEFERRED AMT ON REFUNDING	(626,447.26)		
340-210-110	DEFERRED OUTFLOW RESORCES TMRS	(76,899.00)		
340-210-115	DEFERRED OUTFLOW INVST TMRS	(171,604.00)		
340-210-118	DEFERRED INFLOW-ACTUAL VS ASSM	60,226.00		
340-230-109	CAPITAL LEASE BANC ONE NEMI	0.00		
340-230-111	8.745M CO SERIES 2010 (6.11M)	1,730,000.00		
340-230-114	4.5M CO SERIES 2003 (65%)	0.00		
340-230-115	4.2M COMB CO 2006 (4M)	4,000,000.00		
340-230-116	10M COMB SERIES 2007 (7M)	6,950,000.00		
340-230-117	9.615M COMB SERIES 08 (6.615M)	600,000.00		
340-230-118	8.995 GO REFUNDING 2009	1,000,000.00		
340-230-119	2.625 GO REF 2010	620,000.00		
340-230-120	5.450M GO REF 2012 (1.460M)	1,255,000.00		
340-230-121	4.595M 2015 GO REF (1.695M)	1,650,000.00		
340-230-122	8.010M 2016 GO REF (5.065M)	5,065,000.00		
340-230-123	5.34M COMB SERIES 2017(2.250M)	2,270,000.00		
340-240-100	METER DEPOSITS	409,501.89		
340-240-101	UNCLAIMED FUNDS	4,039.87		
340-240-120	ALLOWANCE FOR BAD DEBT	0.00		
	TOTAL LIABILITIES		26,885,332.55	
EQUITY				
======				
340-250-100	CONTRIBUTED CAPITAL-WATER OPER	454,779.30		
340-250-101	CONTRIBUTED CAPITAL SEWER OPER	60,475.00		
340-270-100	FUND BALANCE	11,312,950.82		
	TOTAL BEGINNING EQUITY	11,828,205.12		
TOTAL REVENUE		1,085,085.36		
TOTAL EXPENSES		783,909.74		
	TOTAL INCREASE/(DECREASE) IN FUND BAL.	301,175.62		
	TOTAL EQUITY & FUND BALANCE		12,129,380.74	
	TOTAL LIABILITIES, EQUITY & FUND BALANCE			39,014,713.29
				==============

BALANCE SHEET

AS OF: NOVEMBER 30TH, 2017

345-UTILITY IMPACT FEE FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
======				
345-100-102	CLAIM ON POOLED CASH	812,496.77		
345-160-206	WORK IN PROGRESS	0.00		
345-160-225	PLANT DISTRIBUTION	104,188.68		
345-170-100	CURRENT YR RES FOR ENCUMBRANCE	(1,411.60)		
345-170-101	PRIOR YR RES FOR ENCUMBRANCE	1,411.60		
			916,685.45	
	TOTAL ASSETS			916,685.45
				==============
LIABILITIES				
===========				
345-200-110	CURRENT YEAR ENCUMBRANCE	(1,411.60)		
345-200-111	PRIOR YEAR ENCUMBRANCE	1,411.60		
345-200-233	OTHER A/P PENDING (AUDITOR)	0.00		
345-200-500	ACCOUNTS PAYABLE PENDING	0.00		
	TOTAL LIABILITIES		0.00	
EQUITY				
======				
345-270-100	FUND BALANCE	880,169.45		
	TOTAL BEGINNING EQUITY	880,169.45		
	TOTAL REVENUE	36,516.00		
	TOTAL EXPENSES	0.00		
	TOTAL INCREASE/(DECREASE) IN FUND BAL.	36,516.00		
	TOTAL EQUITY & FUND BALANCE		916,685.45	
	TOTAL LIABILITIES, EQUITY & FUND BALANCE			916,685.45
				==============

BALANCE SHEET

AS OF: NOVEMBER 30TH, 2017

350-AIRPORT FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
======				
350-100-102	CLAIM ON POOLED CASH	225,840.55		
350-100-106	TEXPOOL 2017 AIRPORT CONST	982,566.48		
350-120-100	AIRPORT RECEIVABLES	4,953.55		
350-120-101	REFUND CHECKS PAYABLE	0.00		
350-120-103	MISC. ACCOUNTS RECEIVABLES	0.00		
350-120-140	GRANTS RECEIVABLE	0.00		
350-120-250	DUE FROM OTHER FUNDS (AUDITOR)	1,360.00		
350-150-100	BOND ISSUANCE COSTS	19,366.46		
350-150-105	DEFERRED AMT ON REFUNDING	5,762.71		
350-160-100	LAND	859,833.00		
350-160-200	T-HANGERS (BUILDINGS)	1,264,756.23		
350-160-206	FIXED ASSETS:WORK IN PROGRESS	555,973.00		
350-160-210	EQUIPMENT	121,904.00		
350-160-300	RUNWAY	2,238,415.96		
350-160-335	FIELD EQUIPMENT	0.00		
350-170-100	CURRENT YR RES FOR ENCUMBRANCE	0.00		
350-170-101	PRIOR YR RES FOR ENCUMBRANCE	0.00		
350-190-103	ACCUMULATED DEPRECIATION	(1,426,907.68)		
			4,853,824.26	
	TOTAL ASSETS			4,853,824.26
				==============
LIABILITIES				
===========				
350-200-100	ACCRUED ACCOUNTS PAYABLE	0.00		
350-200-110	CURRENT YEAR ENCUMBRANCE	0.00		
350-200-111	PRIOR YEAR ENCUMBRANCE	0.00		
350-200-200	FICA AND MEDICARE PAYABLE	0.00		
350-200-201	FEDERAL WITHHOLDING PAYABLE	0.00		
350-200-202	TMRS PAYABLE	0.00		
350-200-210	NET PENSION LIABILITY	28,425.00		
350-200-213	DENTAL PAYABLE	50.38		
350-200-222	PRE-PAID LEGAL	18.95		
350-200-233	OTHER A/P PENDING (AUDITOR)	(617.76)		
350-200-235	VISION PLAN PAYABLE	4.86		
350-200-240	BONDS PAYABLE-CURRENT	0.00		
350-200-500	ACCOUNTS PAYABLE PENDING	25,985.50		
350-200-501	DUE TO FUND 100 (LOAN ADVANCE)	25,400.00		
350-200-502	DUE TO FUND 100	0.00		
350-200-505	DUE TO OTHER FUNDS	19,710.00		
350-200-999	UNRECONCILED DIFFERENCE	(271.67)		
350-210-100	UNAMORT. BOND DISCOUNT	(5,288.36)		
350-210-101	BOND PREMIUMS	26,809.60		
350-210-110	DEFERRED OUTFLOW TMRS CONT	(2,809.00)		
350-210-115	DEFERRED OUTLOW INVST TMRS	(6,268.00)		
350-210-118	DEFERRED INFLOW ACT VS ASSMPT	2,200.00		
350-230-101	LONG TERM DEBT	0.00		
350-230-102	BOND PAYABLE-$290K REF 2010	165,000.00		
350-230-103	5.34M COMB SERIES 2017(1.445M)	1,450,000.00		

BALANCE SHEET

AS OF: NOVEMBER 30TH, 2017

350-AIRPORT FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
350-240-101	ACCRUED INTEREST PAYABLE	428.25		
	TOTAL LIABILITIES		1,728,777.75	
EQUITY				
======				
350-250-100	CONTRIBUTED CAPITAL GRANT	2,011,189.92		
350-250-101	CONTRIBUTED CAPITAL CITY	75,265.82		
350-280-100	RETAINED EARNINGS	584,615.34		
350-281-100	PRIOR PERIOD ADJUSTMENTS	442,482.09		
	TOTAL BEGINNING EQUITY	3,113,553.17		
	TOTAL REVENUE	72,790.80		
	TOTAL EXPENSES	61,297.46		
	TOTAL INCREASE/(DECREASE) IN FUND BAL.	11,493.34		
	TOTAL EQUITY & FUND BALANCE		3,125,046.51	
	TOTAL LIABILITIES, EQUITY & FUND BALANCE			4,853,824.26
				==============

BALANCE SHEET

AS OF: NOVEMBER 30TH, 2017

370-CEMETERY OPERATING FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
======				
370-100-102	CLAIM ON POOLED CASH	192,659.54		
370-120-103	MISC ACCOUNTS RECEIVABLES	0.00		
370-160-206	FIXED ASSETS-WORK IN PROGRESS	10,032.80		
370-170-100	CURRENT YR RES FOR ENCUMBRANCE	0.00		
370-170-101	PRIOR YR RES FOR ENCUMBRANCE	0.00		
370-190-103	ACCUMULATED DEPRECIATION	(1,003.28)		
			201,689.06	
	TOTAL ASSETS			201,689.06
				==============
LIABILITIES				
===========				
370-200-110	CURRENT YR ENCUMBRANCE	0.00		
370-200-111	PRIOR YEAR ENCUMBRANCE	0.00		
370-200-200	FICA & MEDICARE PAYABLE	0.00		
370-200-201	FEDERAL WITHHOLDING PAYABLE	0.00		
370-200-202	TMRS PAYABLE	0.00		
370-200-210	NET PENSION LIABILITY	41,574.00		
370-200-211	GARNISHMENTS PAYABLE	0.00		
370-200-213	ASSURANT DENTAL PAYABLE	(22.51)		
370-200-219	SCOTT & WHITE HEALTH PAYABLE	0.00		
370-200-222	PRE-PAID LEGAL	27.90		
370-200-233	OTHER A/P PENDING (AUDITOR)	(1,342.29)		
370-200-235	VISION PLAN PAYABLE	0.00		
370-200-500	ACCOUNTS PAYABLE PENDING	4,959.70		
370-210-100	DUE TO CEMETERY LAND PURCHASE	203,944.99		
370-210-110	DEFERRED OUTFLOW CONT TMRS	(4,108.00)		
370-210-115	DEFERRED OUTFLOW INVST TMRS	(9,168.00)		
370-210-118	DEFERRED INFLOW ACTUAL VS ASSM	3,217.00		
	TOTAL LIABILITIES		239,082.79	
EQUITY				
======				
370-270-100	FUND BALANCE	(33,783.23)		
	TOTAL BEGINNING EQUITY	(33,783.23)		
	TOTAL REVENUE	17,725.00		
	TOTAL EXPENSES	21,335.50		
	TOTAL INCREASE/(DECREASE) IN FUND BAL.	(3,610.50)		
	TOTAL EQUITY & FUND BALANCE		(37,393.73)	
	TOTAL LIABILITIES, EQUITY & FUND BALANCE			201,689.06
				==============

BALANCE SHEET

AS OF: NOVEMBER 30TH, 2017

382-FLEET SERVICES OPERATING

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
======				
382-100-102	CLAIM ON POOLED CASH	(2,583.21)		
382-120-250	DUE TO OTHER FUNDS	8,213.00		
382-160-206	ESCROW FOR EQUIPMENT PURCHASES	0.00		
382-160-301	VEHICLES	0.00		
382-160-303	OFFICE EQUIPMENT	0.00		
382-160-305	FIELD EQUIPMENT	0.00		
382-160-306	HEAVY EQUIPMENT	0.00		
382-160-320	EQUIPMENT	0.00		
382-170-100	CURRENT YR RES FOR ENCUMBRANCE	(23,175.25)		
382-170-101	PRIOR YR RES FOR ENCUMBRANCE	905.00		
382-190-103	ACCUMULATED DEPRECIATION	0.00		
			(16,640.46)	
	TOTAL ASSETS			(16,640.46)
				==============
LIABILITIES				
===========				
382-200-110	CURRENT YEAR ENCUMBRANCE	(23,175.25)		
382-200-111	PRIOR YEAR ENCUMBRANCE	905.00		
382-200-200	FICA AND MEDICARE PAYABLE	0.00		
382-200-201	FEDERAL WITHHOLDING PAYABLE	0.00		
382-200-202	TMRS PAYABLE	(0.01)		
382-200-203	DEFERRED COMP PAYABLE	0.00		
382-200-208	ACCRUED VACATION	2,985.27		
382-200-210	NET PENSION LIABILITY	95,355.00		
382-200-212	UNUM LIFE INSURANCE PAYABLE	45.22		
382-200-213	DENTAL PAYABLE	35.49		
382-200-214	AFLAC PAYABLE	164.66		
382-200-215	CLOTHES RENTAL PAYABLE	0.00		
382-200-218	BLUE CHOICE PAYABLE	0.00		
382-200-219	SCOTT & WHITE HEALTH PAYABLE	402.30		
382-200-222	PRE-PAID LEGAL PAYABLE	85.70		
382-200-229	MET LIFE DENTAL PAYABLE	0.00		
382-200-233	OTHER A/P PENDING (AUDITOR)	(2,723.96)		
382-200-235	VISION PLAN PAYABLE	0.00		
382-200-500	ACCOUNTS PAYABLE PENDING	20,144.82		
382-210-110	DEFERRED OUTFLOW CONTB TMRS	(9,423.00)		
382-210-115	DEFERRED OUTFLOW INVST TMRS	(21,028.00)		
382-210-118	DEFERRED INFLOW ACTUAL VS ASSM	7,379.00		
	TOTAL LIABILITIES		71,152.24	
EQUITY				
======				
382-260-121	RESERVE:FUTURE EQUIP PURCHASES	0.00		
382-270-100	FUND BALANCE	(68,045.99)		
	TOTAL BEGINNING EQUITY	(68,045.99)		
	TOTAL REVENUE	111,264.53		
	TOTAL EXPENSES	131,011.24		
	TOTAL INCREASE/(DECREASE) IN FUND BAL.	(19,746.71)		
	TOTAL EQUITY & FUND BALANCE		(87,792.70)	
	TOTAL LIABILITIES, EQUITY & FUND BALANCE			(16,640.46)

BALANCE SHEET

AS OF: NOVEMBER 30TH, 2017

384-FLEET REPLACEMENT FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
384-100-102	CLAIM ON POOLED CASH	(160,187.90)		
384-100-104	CAPITAL EQUIP ACCT 2139517	0.00		
384-120-103	MISC ACCOUNTS RECEIVABLES	0.00		
384-140-100	PREPAID CAP LEASE	0.00		
384-160-320	MACHINERY & EQUIPMENT	3,928,746.19		
384-170-100	CURRENT YR RES FOR ENCUMBRANCE	(640,528.24)		
384-170-101	PRIOR YR RES FOR ENCUMBRANCE	694,932.24		
384-190-103	ACCUMULATED DEPRECIATION	(2,014,753.27)		
			1,808,209.02	
	TOTAL ASSETS			1,808,209.02
LIABILITIES				
384-200-104	ACCRUED INTEREST PAYALBE	0.00		
384-200-110	CURRENT YEAR ENCUMBRANCE	(586,124.24)		
384-200-111	PRIOR YEAR ENCUMBRANCE	640,528.24		
384-200-500	ACCOUNTS PAYABLE PENDING	0.00		
384-200-505	DUE FROM OTHER FUNDS	9,573.00		
384-230-115	CAPITAL LEASE PAYABLE-CURRENT	0.00		
384-230-120	CAP LEASE PAYABLE-NONCURRENT	1,425,252.34		
384-230-125	NOTES PAYABLE	228,547.27		
384-240-101	ACCRUED INTEREST PAYABLE	28,773.79		
	TOTAL LIABILITIES		1,746,550.40	
EQUITY				
384-270-100	FUND BALANCE	39,773.09		
	TOTAL BEGINNING EQUITY	39,773.09		
	TOTAL REVENUE	79,968.00		
	TOTAL EXPENSES	58,082.47		
	TOTAL INCREASE/(DECREASE) IN FUND BAL.	21,885.53		
	TOTAL EQUITY & FUND BALANCE		61,658.62	
	TOTAL LIABILITIES, EQUITY & FUND BALANCE			1,808,209.02

11/30/17

Attachment E

Sales Tax Tracking Report

City of Taylor

Sales Tax Tracking (City's Portion) - FY 2017-18

Monthly

	2013-14 Actual	2014-15 Actual	2015-16 Actual	2016-17 Actual	2017-18 Estimate Amount	$ Difference from Actual to Est. Amt	% from Actual	2017-18 Actual	$ Difference from Prior Year Amount	% from Pr. Yr. Actual
October	199,717	193,841	219,175	240,266	237,400	12,508	5.0%	249,908	9,642	4.0%
November	229,690	256,386	253,276	280,703	274,322	1,583	0.6%	275,905	(4,797)	-1.7%
December	203,376	217,843	227,515	227,092	246,300					
January	198,695	213,784	207,443	230,015	225,247					
February	280,371	301,341	291,338	299,656	315,546					
March	186,119	196,325	199,834	214,354	217,006					
April	188,725	217,847	207,483	206,267	224,701					
May	272,415	286,253	298,046	300,302	322,030					
June	237,256	236,146	224,574	241,680	243,234					
July	223,934	251,649	235,338	234,716	254,893					
August	263,078	299,127	295,019	255,613	319,533					
Sept.	220,235	239,549	234,255	233,209	253,720					
% Monthly Increase over prior year	10.6%	8.8%	-2.2%	-0.4%	$ 3,133,934	$ 14,091			$ 4,845	

Cumulative Year -to- Date on Actual

	2013-14 Actual	2014-15 Actual	2015-16 Actual	2016-17 Actual	2017-18 Estimate Amount	$ Difference from Actual to Est. Amt	% from Actual	2017-18 Actual	$ Difference from Prior Year Amount	% from Pr. Yr. Actual
October	$ 199,717	$ 193,841	219,175	240,266	237,400	12,508	5.0%	249,908	9,642	4.0%
November	$ 429,407	$ 450,227	472,451	520,969	511,722	14,091	2.7%	525,813	4,844	0.9%
December	$ 632,783	$ 668,070	699,966	748,061	758,022					
January	$ 831,478	$ 881,854	907,408	978,077	983,269					
February	$ 1,111,849	$ 1,183,195	1,198,747	1,277,733	1,298,815					
March	$ 1,297,968	$ 1,379,520	1,398,581	1,492,087	1,515,822					
April	$ 1,486,692	$ 1,597,367	1,606,064	1,698,355	1,740,523					
May	$ 1,759,107	$ 1,883,620	1,904,110	1,998,657	2,062,553					
June	$ 1,996,363	$ 2,119,766	2,128,684	2,240,337	2,305,787					
July	$ 2,220,297	$ 2,371,415	2,364,022	2,475,053	2,560,681					
August	$ 2,483,376	$ 2,670,542	2,659,041	2,730,666	2,880,214					
Sept.	$ 2,703,611	$ 2,910,092	2,893,297	2,963,875	3,133,934					
% Y-T-D Increase over prior year	6.1%	7.1%	-0.6%	2.4%		26,600			$ 14,487	

11/30/17

Attachment F

Listing of Current Investments

Monthly Financial Report - Attachment F
City of Taylor
Summary of Security Investments - As of 11/30/2017

Source of Funds	Fund Type*	Investment Instruments	ACCT/CUSIP Number	Invest. Type**	Settlement Date	Coupon Rate	Yield Rate	Weighted Average Maturity	Maturity/ Call Date	Paid Principal/ Current Balance	Market Value	Interest Month	Interest FY to-Date
General Fund													
GF -Pooled Cash	F1	TexPool	2465300006	I 4	-	-	1.0318%	1	-	$ 3,791,247	$ 3,791,247	3,369	6,475
General Fund	F1	Princor Portfolio	6FR-139362	I 2	-	-	0.7360%	170	-	$ 671,941	$ 671,941	7,489	7,489
General Fund	F1	City-Money Market	4260618	I 5	-	-	0.0100%		-	$ 12,227	$ 12,227	0	0
Library - (Noble)	F6	TexStar	2460634440	I 4	-	-	1.0482%	1	-	$ 884	$ 884	1	2
Ned Trust - Moody	F6	TexStar	2460610100	I 4	-	-	1.0482%	1	-	$ 246,515	$ 246,515	216	436
Ned Trust - Library	F6	TexStar	2460610129	I 4	-	-	1.0482%	1	-	$ 283,113	$ 283,113	249	503
General Construction (2012)	F2	TexPool	2465300013	I 4	-	-	1.0318%	1	-	$ 573,372	$ 573,372	495	996
Series 2012 (MDUS)	F2	TexPool	2465300014	I 4	-	-	1.0318%	1	-	$ -	$ -	-	217
2017 Performance Contract	F2	TexPool	2465300020	I4			1.0318%	1		$ 499,913	$ 499,913	431	869
2013 Combination Cos	F2	TexStar	2460613165	I 4	-	-	1.0482%	1	-	$ 2,913,196	$ 2,913,196	2,559	5,148
Nancy Moody Bequest	F6	TexPool	2465300015	I 4	-	-	1.0318%	1	-	$ 50,629	$ 50,629	44	88
General Fund - I & S	F4	TexPool	2465300003	I 4	-	-	1.0318%	1	-	$ 604,986	$ 604,986	404	804
				Subtotal General Fund						**$ 9,648,022**	**$ 9,648,022**	**15,256**	**23,025**
Special Revenue-Tax Increment Fund													
TIF Property Tax	F6	TexPool	2465300004	I 4			1.0318%	1	-	$ 662,642	$ 662,642	572	1,151
				Subtotal TIF Funds						**$ 662,642**	**$ 662,642**	**572**	**1,151**
Utility Funds													
Water Fund	F1	TexPool	2465300001	I 4	-	-	1.0318%	1	-	$ 551,878	$ 551,878	476	959
Utility Working Capital-CIP	F3	TexPool	2465300016	I 4	-	-	1.0318%	1	-	$ 226,008	$ 226,008	195	393
2017 WWTP Improvements	F2	TexPool	2465300010	I4			1.0318%	1		$ 887,625	$ 887,625	766	1,563
Water Tower Rent	F3	TexPool	2465300012	I 4	-	-	1.0318%	1	-	$ 252,140	$ 252,140	216	432
Utility Capital Outlay-Assets	F3	TexPool	2465300017	I 4		-	1.0318%	1	-	$ 163,546	$ 163,546	141	284
Utility Rate Stabilization	F2	TexPool	2465300018	I 4	-	-	1.0318%	1	-	$ 381,792	$ 381,792	329	663
				Subtotal Utility Funds						**$ 2,462,990**	**$ 2,462,990**	**2,124**	**4,294**
Airport Fund													
2017 Airport Const Projects	F2	TexPool	2465300019	I 4			1.0318%	1	-	$ 982,566	$ 982,566	848	1,707
				Subtotal Airport Funds						**$ 982,566**	**$ 982,566**	**848**	**1,707**
CemeteryFund													
PermanentTrust Fund	F3	TexPool	2465300007	I 4	-	-	1.0318%	1	-	$ 204,719	$ 204,719	97	187
Permanent Fund	F3	Princor Portfolio	6FR-139222	I 2	-	-	1.0400%	109	-	$ 568,172	$ 568,172	18,146	18,146
Permanent Fund	F6	Texas Class	TX-01-0247-0006	I 4	-	-	1.0740%	1	-	$ 31,140	$ 31,140	33	67
Cemetery Operating Fund (Noble)	F1	TexStar	2460622880	I 4	-	-	1.0482%	1	-	$ 186,762	$ 186,762	164	330
				Subtotal Cemetery Funds						**$ 990,793**	**$ 990,793**	**18,440**	**18,729**
				Total All Funds						**$ 14,747,013**	**$ 14,747,013**	**37,239**	**48,907**

Monthly Financial Report - Attachment F
City of Taylor
Summary of Security Investments - As of 11/30/2017

*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%	8%
I 3	Certificates of Deposit	50%	0%
I 4	Eligible Investment Pools	100%	92%
I 5	Money Market Mutual Funds	50%	0.08%
I 6	Repurchase Agreements	50%	0%
I7	Commercial Paper	65%	0%
		Total	100%

Book Value:

	As of 11/30/17	As of 10/31/2017	Change
I 1	$ -	$ -	$ -
I 2	$ 1,240,113	$ 1,342,482	$ (102,368)
I 3	$ -	$ -	$ -
I 4	$ 13,494,672	$ 13,198,358	$ 296,314
I 5	$ 12,227	$ 12,227	$ 0
I 6	$ -	$ -	$ -
I 7	$ -	$ -	$ -
Total Book Value	$ 14,747,013	$ 14,553,066	$ 193,946

Market Value:

	As of 11/30/17	As of 10/31/2017	Gain/(Loss)
I 1	$ -	$ -	$ -
I 2	$ 1,240,113	$ 1,342,482	$ (102,368)
I 3	$ -	$ -	$ -
I 4	$ 13,494,672	$ 13,198,358	$ 296,314
I 5	$ 12,227	$ 12,227	$ 0
I 6	$ -	$ -	$ -
I 7	$ -	$ -	$ -
Total Market Value	$ 14,747,013	$ 14,553,066	$ 193,946

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. R17-11 of the City of Taylor.

1/3/18

Investment Officer: Date

Lillie A. Lawler 1-3-2018

Investment Officer: Date

City Council Meeting
January 11, 2018
Agenda Item Transmittal

STRATEGIC PILLAR

☐ Streets/Infrastructure

☐ Quality of Life

☐ Economic Vitality

Agenda Item #:	**7**
Agenda Title:	Approve minutes for December 14, 2017.
Council Action:	Approve by consent or approve with corrections
Initiating Department:	City Management/City Clerk
Staff Contact:	**Susan Brock, City Clerk**

1. INTRODUCTION/PURPOSE

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

2. DESCRIPTION/ JUSTIFICATION

N/A

3. FINANCIAL/BUDGET

N/A

4. RECOMMENDATION

Approve as submitted or amend with changes noted.

5. REFERENCE FILES

7a. Minutes December 14, 2017

The City Council of the City of Taylor met on December 14, 2017, at City Hall, 400 Porter St., Taylor, Texas. Noting the absence of Council Member Chris Gonzales, Mayor Brandt Rydell declared a quorum and called the meeting to order at 6:00 p.m. with the following present:

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

Isaac Turner, City Manager
Ted Hejl, City Attorney
Rocio Lopez, Deputy City Clerk

INVOCATION
Chief Pat Ekiss led the group in prayer.

PLEDGE OF ALLEGIANCE

CITIZENS COMMUNICATION

Mayor Rydell invited those who signed up in advance to come forward during this time. Ms. Tia Stone, 1306 Cecelia, spoke on the future development of Heritage Square; Mr. Rick Budd, 2001 Donna, expressed his concern with the current bulky pick up program and the proposed recycling program; Mr. Eamon Neas, 1120 W. Lake Dr., spoke in support of curbside recycling; Mr. Gary Gola, 1806 Cypress Cove, spoke on transparency and the recycling program; Mr. Johan Borge, 404 E. 3rd St., expressed a concern with code compliance; and Megan Klein, 1417 Howard, spoke in support of curbside recycling.

(Council Member Gonzales joined the meeting at 6:06 P.M.)

CONSENT AGENDA

1. APPROVE ORDINANCE 2017-22 REGARDING A BUDGET AMENDMENT FOR FISCAL YEAR 2016/2017.
2. CONCUR WITH PRELIMINARY FINANCIALS FOR OCTOBER, 2017.
3. APPROVE MINUTES FOR NOVEMBER 9, 2017.

Council Member Ariola asked to have item number one pulled for additional discussion and a request for more detail in future reports on financial information. Staff agreed to work on this issue. Mayor Pro Tem Lopez moved to approve agenda item number one and Council Member Ariola seconded the motion. VOTE: Five voted AYE. Motion passed.

Mayor Pro Tem Lopez moved to approve the remaining consent agenda items 2 and 3 as presented and Council Member Ariola seconded the motion. VOTE: Five voted AYE. Motion passed.

PUBLIC HEARINGS/ORDINANCES

4. CONSIDER INTRODUCING ORDINANCE 2017-33 REGARDING A REQUEST FOR VOLUNTARY ANNEXATION OF APPROXIMATELY 89.95 ACRES IN THE H. & T.B.R.R. SURVEY, ABSTRACT No. 315 M. DENTLER SURVEY, ABSTRACT NO. 211 AND THE GEORGE M. REESE SURVEY, ABSTRACT 533.

Ms. Ashley Lumpkin, Director of Development Services, presented a request to consider granting voluntary annexation of property in conjunction with a future planned development. The future development includes a residential subdivision and approximately five acres for commercial use. Hearing no additional comments or concerns, Mr. Hejl introduced the ordinance as presented.

ORDINANCE NO. 2017-33

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; AND PROVIDING AN EFFECTIVE DATE.

5. CONDUCT PUBLIC HEARING AND CONSIDER INTRODUCING ORDINANCE 2017-32 REGARDING A REQUEST TO REZONE 69.97 ACRES IN THE GEORGE M. REESE SURVEY, ABSTRACT NO. 315 AND DENTLER SURVEY, ABSTRACT NO. 211, FROM THE (ANNEXATION DEFAULT) SINGLE FAMILY RESIDENTIAL (R-1) DISTRICT TO A RESIDENTIAL-PLANNED DEVELOPMENT (R-PD) DISTRICT WITH BASE DISTRICTS OF APPROXIMATELY 65 ACRES OF SINGLE FAMILY RESIDENTIAL(R-1) DISTRICT AND 5 ACRES OF LOCAL BUSINESS (B-1) DISTRICT, AND SUBJECT TO A DEVELOPMENT PLAN AND CONCEPT SITE LAYOUT, TO BE KNOWN AS SUNDANCE SUBDIVISION.

Ms. Lumpkin presented a request to rezone property approved for voluntary annexation in the previous agenda item for future planned development of a residential subdivision.

Mayor Rydell opened the public hearing at 6:38 pm and the project developer came forward to respond to any questions or concerns. Hearing no comments, the public hearing was closed and Mr. Hejl formally introduced the ordinance as amended and presented.

ORDINANCE NO. 2017-32

AN ORDINANCE CHANGING THE ZONING OF PROPERTY DESCRIBED AS BEING 69.97 ACRES IN THE GEORGE M. REESE SURVEY, ABSTRACT NO. 533, T.B. RR. SURVEY, ABSTRACT NO. 315, AND M. DENTLER SURVEY, ABSTRACT NO. 211, GENERALLY LOCATED ON THE WEST SIDE OF FM 973 SOUTH OF CARLOS G. PARKER BOULEVARD IN TAYLOR, WILLIAMSON COUNTY, TEXAS, AND LEGALLY DESCRIBED IN THIS ORDINANCE FROM SINGLE-FAMILY RESIDENTIAL DISTRICT R-1 (ASSIGNED AT ANNEXATION) TO PLANNED DEVELOPMENT, R-1 PD AND B-1 PD; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF TAYLOR, TEXAS, TO SHOW THE ZONING CHANGE ADOPTED HEREIN; PROVIDING A SAVINGS CLAUSE.

6. CONDUCT PUBLIC HEARING AND CONSIDER INTRODUCING ORDINANCE 2017-29 REGARDING A REQUEST FOR A SPECIFIC USE PERMIT FOR FLORAL SHOP USE LOCATED AT 2210 W. 2ND STREET.
Ms. Lumpkin presented a request to consider granting a Specific Use Permit for a floral business to be located at 2210 W. 2nd Street. This request was presented to the Planning and Zoning Commission who recommended Council approve this request as presented.

Mayor Rydell opened the public hearing and hearing no comments, the public hearing was closed and Mr. Hejl formally introduced the ordinance as presented.

ORDINANCE NO. 2017-29

AN ORDINANCE APPROVING A SPECIFIC USE PERMIT FOR PROPERTY BEING 1.4505 ACRES OUT OF THE W.R. WILLIAMS SURVEY, ABSTRACT NO. 665, LOCATED AT 2210 WEST SECOND STREET IN TAYLOR, WILLIAMSON COUNTY, TEXAS, FOR A FLORIST SHOP USE IN THE LIGHT INDUSTRIAL DISTRICT M-1; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF TAYLOR, TEXAS, TO SHOW THE SPECIFIC USE PERMIT ADOPTED HEREIN; PROVIDING A SAVINGS CLAUSE.

7. CONDUCT PUBLIC HEARING AND CONSIDER INTRODUCING ORDINANCE 2017-28 REGARDING A REQUEST FOR A SPECIFIC USE PERMIT FOR A MOTORCYCLE SALES AND REPAIR USE LOCATED AT 1100 W. 2ND STREET.
Ms. Lumpkin presented a request to consider granting a Specific Use Permit for a motorcycle sales and repair shop to be located at 1100 W. 2nd Street. Ms. Lumpkin reminded Council that this applicant presented a request to rezone the property in April and that request was denied. The request for a Specific Use Permit was approved by the Planning and Zoning Commission instead of the previous request to a complete rezoning of the property.

Mayor Rydell opened the public hearing and hearing no comments, the public hearing was closed and Mr. Hejl formally introduced the ordinance as presented.

ORDINANCE NO. 2017-28

AN ORDINANCE APPROVING A SPECIFIC USE PERMIT FOR PROPERTY BEING DOAK's ADDITION, BLOCK 53, LOT 15, LOCATED AT 1100 WEST SECOND STREET IN TAYLOR, WILLIAMSON COUNTY, TEXAS, FOR A MOTORCYCLE SALES AND REPAIR USE IN THE LOCAL BUSINESS DISTRICT B-1; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF TAYLOR, TEXAS, TO SHOW THE SPECIFIC USE PERMIT ADOPTED HEREIN; PROVIDING A SAVINGS CLAUSE.

REGULAR AGENDA; REVIEW/DISCUSS AND CONSIDER ACTION

8. DISCUSS AN EXTENSION TO THE CITY OF TAYLOR SOLID WASTE COLLECTION AND DISPOSAL AGREEMENT, CONSIDER THIRD ADDENDUM AND A CURBSIDE RECYCLING PROGRAM, AND THE FRANCHISE AGREEMENT FOR ROLL OFF CONTAINERS WITH PROGRESSIVE WASTE SOLUTIONS OF TEXAS, INC.
Mr. Jim Gray, Director of Public Works, presented a request to consider approving an addendum to the current contract with Progressive Waste Solutions of Texas to add a curbside recycling program and to grant an extension of the contract for a five year term with no rate increase for the existing services. If approved, a fee of $3.25 per resident will be added for the curbside recycling service. Council agreed to subsidize the recycling program for the first year by paying $0.75 per resident resulting in citizens being billed $2.50 for the first year only. Mr. Steve Shannon, Waste Connections, provided a brief overview of current services provided to Taylor residents and a historical view of costs and their service record to our citizens.

   Council Member Ariola moved to approve the extension for five years and to approve the Third Addendum for a curbside recycling program as presented. Mayor Pro Tem Lopez seconded the motion. VOTE: Three voted AYE; Two voted NO (Garcia and Gonzales). Motion passed.

9. CONSIDER APPROVING A GUARANTEED MAXIMUM PRICE PROPOSAL TO THE HERITAGE SQUARE PARK IMPROVEMENTS.
Mr. Casey Sledge, consulting city engineer, presented an update on the Heritage Square Park project and a request to approve a Guaranteed Maximum Price of $3,419,856. Mr. Sledge presented the proposed design for the park and stated that in order to include all of the desired elements of the park the cost was presented with alternative bids for each design element.

   Council took no action and asked to have this item brought back for additional review at the next meeting.

10. CONSIDER APPROVING RESOLUTION R17-19 REGARDING THE AIRPORT AUTOMATED WEATHER OBSERVATION SYSTEM PROJECT.
Mr. Sledge presented a brief background overview of the project and asked Mr. David Cornelius, Airport Manager, to provide additional details. The request is to confirm that City supports a grand request to the Texas Department of Transportation Aviation Division for the construction of an Automated Weather Observing System at the Taylor Municipal Airport. If awarded, the grant provides 75% funding with the remaining 25% of the project funded by a previous bond issuance for airport improvements.

    Council Member Garcia moved to approve the resolution as presented and Mayor Pro Tem Lopez seconded the motion. VOTE: Five voted AYE. Motion passed.

11. <u>CONSIDER AN INTERLOCAL AGREEMENT WITH WILLIAMSON COUNTY FOR PUBLIC SAFETY SERVICES.</u>
Mr. Turner presented a request to consider submitting a proposed Interlocal Agreement with Williamson County to allow the city to provide public safety (police and fire) services to the Valero distribution center currently under construction outside of the existing city limits. Chief Ekiss provided more details on the agreement and expressed complete support for the agreement that was developed by city staff.

Council Member Garcia moved to approve the agreement letter as presented and Council Member Ariola seconded the motion. VOTE: Five voted AYE. Motion passed.

<u>ADJOURN</u>
With no further action Mayor Rydell declared the meeting adjourned at 9:26 p.m.

Brandt Rydell, Mayor

ATTEST:

Rocio Lopez, Deputy City Clerk
for Susan Brock City Clerk

City Council Meeting
January 11, 2018

STRATEGIC PILLAR

☐ Streets/Infrastructure

☐ Quality of Life

☒ Economic Vitality

Agenda Item #: **8**

Agenda Title: Consider approving Ordinance 2017-27 regarding a request for a Specific Use Permit for Auto Sales Use located at 1400 W. 2nd St.

Council Action to be taken: Staff recommends denial of this request

Department Submitted: Development Services

Staff Contact: Ashley Lumpkin, Director

1. PURPOSE/DESCRIPTION

This item was initially presented at the November City Council meeting and the ordinance was introduced. The intention was to bring the item back to a full council for further consideration and a possible vote on the Ordinance to establish the "New and Use Auto Sales" specific use by Specific on this legal nonconforming (both platting status and site development) property, which is not a permitted use in the (current zoning of) B-1 Local Business District.

2. STAFF ANALYSIS AND RECOMMENDATION (Why and How)

The proposal is to establish the "New and Use Auto Sales" specific use on this legal nonconforming (both platting status and site development) property, which is not a permitted use in the (current zoning of) B-1 Local Business District. The applicant currently operates an Automotive Repair business (Certificate of Occupancy issued 02-19-14 for an "Auto Shop" use). The applicant has proposed several operational conditions, which are captured in the proposed Conditions of Operation further in this report. These Conditions will also be referenced and attached to the Ordinance.

The B-1 District is described in the Zoning Ordinance as 'provid(ing) for adequate high-density commercial development within the City, while maintaining consistency and continuity within the community."

The City's Future Land Use map, part of the Comprehensive Plan, recognizes this property as being appropriate for "Commercial", as is nearly all properties along the north and south sides of 2nd Street between Sloan and Davis Streets. The scope, scale, and intensity of that development is governed by the zoning districts and their provisions. See the clip below from the Future Land Use map, which clearly shows the expected trend of general uses (red is Commercial, green is Downtown Neighborhood).

The City’s Zoning Ordinance, in Table 3.10, lists the specific use – **“New and Used Auto Sales”** – as being a Permitted (P) use in the B-2, M-1, and M-2 zoning districts.

TABLE 3.10 — AUTOMOBILE AND RELATED USES																		
Residential Districts									Misc. Districts			Nonresidential Districts						
R-A	R-1	R-2	R-3	MH	D	MF-1	MF-2	Permitted Uses	DN	I	P	B-1	B-2	B-3	BP-1	BP-2	M-1	M-2
								Motor Cycle Sales and Repair					P				P	P
								New and Used Auto Sales					P				P	P

Chapter 11 of the Ordinance has two, separate, definitions that capture this use:

> *Auto Sales (New)* - Retail sales of new automobiles or light load vehicles, including, as a minor part of the business, the sales of used automobiles or light load vehicles and the service of new or used vehicles.
>
> *Auto Sales (Used)* - Retail sales, or offering for sale, used automobiles or light load vehicles.

Section 8.2.2 allows the City Council to consider an SUP for a use not otherwise permitted by-right in a certain zoning District. Council’s approval of such an SUP requires a ¾ majority. The applicant is following this process to request this use.

Analysis

The property is currently utilized as an Automotive Repair business, having been established in February of 2014. The site is principally developed with an approximately 5,000 square foot non-residential building utilized for auto repair work. The property is relatively small (approximately 0.214 acre/9,316 SF, with 125’ feet of frontage, and 75 foot of depth), with on-site areas utilized for vehicle maneuvering and storage (but no ‘legal’ parking spaces per current Zoning Ordinance regulations). By these dimensions and the existing site improvements, it is limited in the size and capacity for some particular (B-1 District) permitted uses that could be performed on the property.

The applicant has stated that there is sufficient space on the property to locate up to five (5) vehicles in a for-sale display area on the southeast corner of the property, which is the corner of Vernon and 2nd Streets. This corner provides the most visibility to the vehicles, which is advantageous to the applicant. It also creates the most visual impact of the use to the general public. Attachment 3 contains the applicant’s sketch of the property, indicating how vehicles currently operate on the property, as well as the proposed location for the for-sale display cars. The drawing contains no dimensions, and is not to scale, which is evidenced when compared to the aerial photograph below. Given the property boundaries, the current operations utilize the Vernon Street right-of-way as well as the north/south alley.

The West 2nd Street corridor is the principal gateway into the City for the majority of trips, and especially of those of people who are new to or visiting Taylor. The roadway, which also acts as Business Highway 79 and underwent a significant reconstruction approximately five years ago, is owned and under maintenance control of the City. A large number of nonconforming uses, buildings, and site improvements exists on both the north and south sides of the roadway. Many of the properties are very old, in poor condition, and suffer from the original lot layout that occurred in the Doak Addition (circa 1891), which created small, residential-scale (at the time) lots. Most have transitioned to non-residential uses, which is appropriate when fronting a four-to-five lane roadway, but do not lend themselves well to harmonious non-residential development per modern development standards.

The appearance and functionality of this street, despite the inherent and built limitations just noted, continues to improve. To date, the City's means of regulating land use, and to that end, the appearance of development, has been fairly limited. While there are examples of good renovation and new-build development along the corridor, which have brought positive economic growth, there continue to be blighted and underutilized properties that hamper the overall trend of improvement.

The current zoning designation of the north side of West 2nd Street, which extends north to 3rd Street, and from Talbot Street to the interchange with the Highway 79 by-pass, is the B-1 Local Business District. Three (3) properties (500, 1108, and 1504 West 2nd Street) have achieved higher zoning of the B-2 District, while City records indicate a Specific Use Permit was approved (Ordinance 2016-01, 02-25-16) for the 'major automotive repair (not including painting)' use at 922 West 2nd Street.

RECOMMENDATION:

There are reasons to both support and not support the addition of Automobile sales to this property, as evidence by the Findings for Approval and Denial below. The Commission was presented with the same findings are ended in a split vote of 3 for and 3 against the request.

Staff is of the opinion this could set a precedence to allow auto-related uses in along any commercial corridor and recommends denial and that the Ordinance standards be upheld for automobile sales.

Findings for Approval:

1. The Conditions of Approval are meant to ensure a level of development that would improve upon the existing conditions of the property, and ensure that no negative impacts arise from the proposed use compared to those that could be expected from by-right permitted uses eligible to occur on the property.

2. The Comprehensive Plan Future Land Use map establishes the northern side of West 2nd Street as being appropriate for "Commercial" uses. This category is a wide-ranging distinction, and does not provide adequate guidance as to whether the sale of Automobiles is an inappropriate "commercial" use.

3. The B-2 Zoning District, which exists on several properties on the north side of 2nd Street, would permit the proposed use by-right, with no limitations on the number or location of automobiles.

Findings for Denial:

1. The property is already intensely utilized as an Automotive Repair business, with many vehicles moved about the south and east ends of the property in close proximity to 2nd and Vernon Streets.

2. Adding the authorization to store and display up to 5 vehicles for sale will only intensify the existing use, and impacts, of the property.

3. The current state of the property's development is Legal Nonconforming, meaning it could not develop in the same manner under the current development regulations, which

are meant to create orderly development that minimizes impacts on surrounding streets and properties.

4. A homestead-exempt residential property (residence) exists adjacent to the north.

3. FUNDING SOURCE

None

4. TIMELINE CONSIDERATIONS

This item was first brought to Council on November 9th and was scheduled to be brought back at a time when the property owner was available for additional discussion with a full council seated and a possible vote at that time.

5. OTHER OPTIONS (In order of preference)

6. ATTACHMENTS

8a. Ordinance 2017-27
8b. Ordinance Exhibit A – Legal Description (Survey & Deed)
8c. Ordinance Exhibit B - Proposed Site Layout of property
8d. Ordinance Exhibit C – Proposed Conditions of Operation
8e. Aerial Photo
8f Presentation

ORDINANCE NO. 2017-27

AN ORDINANCE APPROVING A SPECIFIC USE PERMIT FOR PROPERTY BEING DOAK's ADDITION, BLOCK 56, PARTS OF LOTS 1 AND 2, LOCATED AT 1400 WEST SECOND STREET IN TAYLOR, WILLIAMSON COUNTY, TEXAS, FOR A NEW AND USED AUTO SALES USE IN THE LOCAL BUSINESS DISTRICT B-1; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF TAYLOR, TEXAS, TO SHOW THE SPECIFIC USE PERMIT ADOPTED HEREIN; PROVIDING A SAVINGS CLAUSE.

WHEREAS, the Taylor City Council conducted a public hearing on November 9, 2017, to consider the request made by Cameron Hobbs, as Applicant and Owner of the property, respectively, which property is legally described in Exhibit "A" attached hereto and incorporated by reference herein for all purposes ("Property"), to request a Specific Use Permit for a New and Use Auto Sales use, which is not a use permitted within the B-1 Local Business District; and

WHEREAS, the Planning and Zoning Commission, after proper notice, conducted a public hearing on October 10, 2017, to consider the Specific Use Permit, but failed to make a positive recommendation for the Specific Use Permit to the City Council; and

WHEREAS, per Zoning Ordinance Section 8.2.2, the City Council by an affirmative three-fourths (3/4) vote may grant a Specific Use Permit for uses that are otherwise not permitted by-right by this Ordinance, and may impose appropriate Conditions and safeguards, including a specified period of time for the permit to protect the Comprehensive Plan and to conserve and protect property values.

WHEREAS, the City Council, after the public hearing, approves the request for the Specific Use Permit.

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 approved for a Specific Use Permit to allow a New and Use Auto Sales use per the attached Site Layout and Conditions of Operation contained in Exhibits "B" and "C".

SECTION 3. 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 4. Should any section, paragraph, clause, phrase, or provision of this Ordinance be adjudged invalid or held unconstitutional, the same shall not affect the validity of this Ordinance as a whole or any part of the provisions thereof, other than the part so decided to be invalid or unconstitutional

SECTION 6. In accordance with Article VIII of the City Charter, Ordinance 2017-27 was introduced before the Taylor City Council on the 9th day of November, 2017.

PASSED, APPROVED, and ADOPTED on the ______ day of ____________, 2018.

____
Brandt Rydell
Mayor

ATTEST:

____
Susan Brock, City Clerk

APPROVED AS TO FORM:

____
Ted W. Hejl,
City Attorney

CERTIFICATE

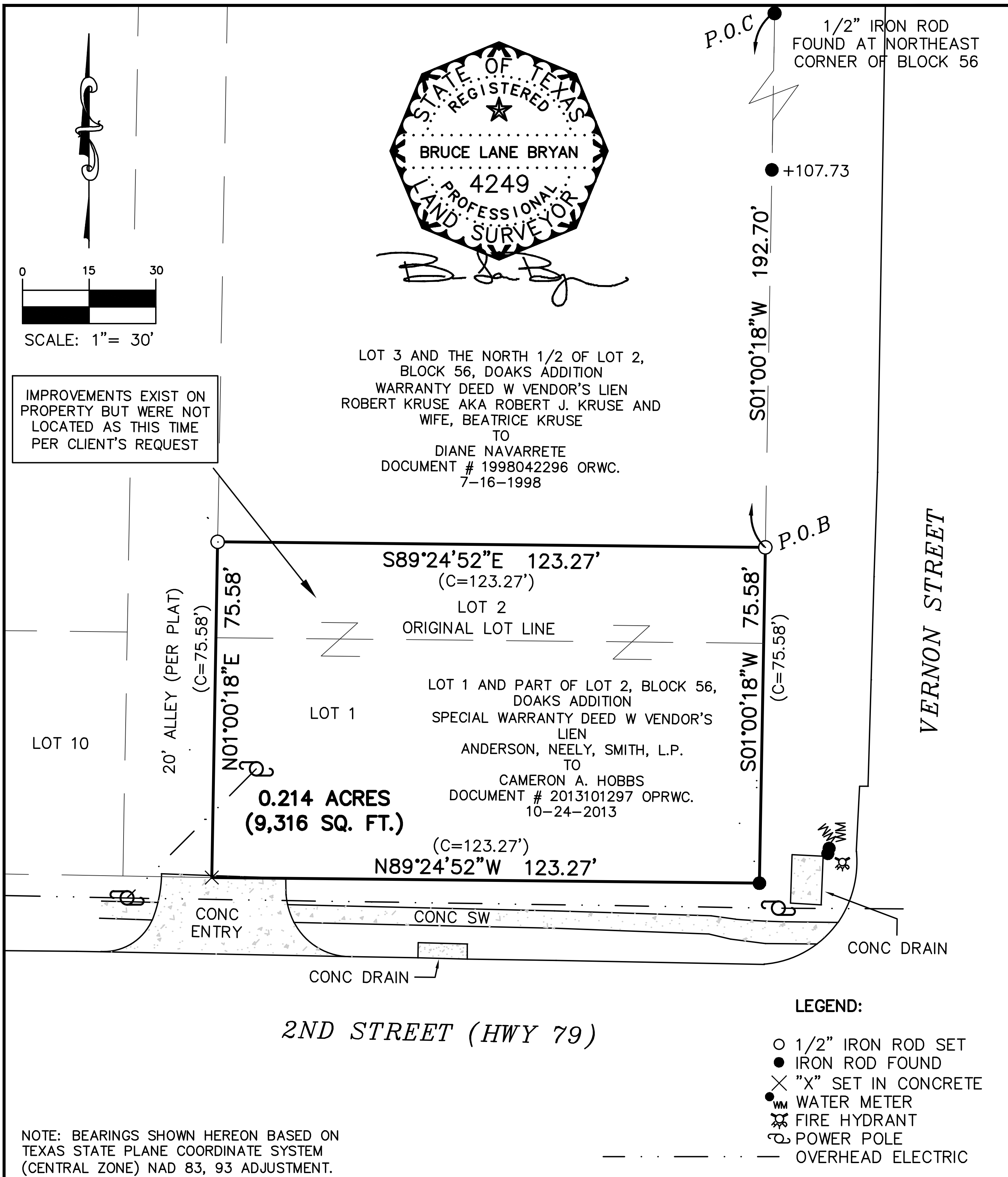
THE STATE OF TEXAS

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. 2017-27, passed and approved by the City Council of the City of Taylor, Texas, on the ______ day of _________________, 2018, 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 _____________, 2018.

____
Susan Brock
City Clerk



THIS IS TO CERTIFY THAT, ON THIS DATE, A TRUE AND ACCURATE SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION OF PROPERTY LOCATED AT 1400 W. 2ND STREET IN WILLIAMSON COUNTY, TEXAS, DESCRIBED AS FOLLOWS: LOT 1 AND PART OF LOT 2, BLOCK 56, DOAKS ADDITION, A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT RECORDED IN VOLUME 56, PAGE 483 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS. ALSO BEING DESCRIBED IN A SPECIAL WARRANTY DEED DATED 10-24-2013 AND RECORDED IN DOCUMENT NO. 2013101297 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

FLOOD NOTE:
THE PROPERTY DEPICTED HEREON **IS NOT** WITHIN A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY; THE FLOOD AREA BEING IDENTIFIED ON F. I. R. M. PANEL NO. **48491 C0535E EFFECTIVE 9-26-2008** LOCATED IN ZONE "X".

NOTE: THIS TRACT IS SUBJECT TO EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS AND RIGHT TO CREATE ADDITIONAL PUBLIC UTILITY EASEMENTS, IF ANY, ACROSS SUBJECT PROPERTY AS SHOWN IN VOLUME 56, PAGE 483 PRWC.

TO: CAMERON HOBBS
RE: 1400 W. 2ND STREET, PROJ. NO. 17-615

NOTE: NO TITLE COMITTMENT SUPPLIED OR REVIEWED FOR THIS PROJECT. PARTIES TO THIS TRANSACTION ARE RESPONSIBLE FOR VERIFICATION OF ALL EASEMENTS, COVENANTS AND CONDITIONS WHICH MAY AFFECT THIS TRACT BUT ARE NOT SHOWN HEREON.

SURVEYORS CERTIFICATE

THE PLAT SHOWN HEREON IS A TRUE, CORRECT AND ACCURATE REPRESENTATION OF THE PROPERTY AS DETERMINED BY SURVEY, THE LINES AND DIMENSIONS OF SAID PROPERTY BEING AS INDICATED BY THE PLAT; THE SIZE, LOCATION AND TYPE OF BUILDINGS ARE AS SHOWN, ALL IMPROVEMENTS BEING WITHIN THE BOUNDARIES OF THE PROPERTY, SET BACK FROM THE PROPERTY LINES THE DISTANCES INDICATED. THERE ARE NO ENCROACHMENTS, CONFLICTS OR PROTRUSIONS, EXCEPT AS SHOWN HEREON, AND SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY.

DATE: AUGUST 3, 2017

BRYAN TECHNICAL SERVICES, INC.
BTS
911 NORTH MAIN
TAYLOR, TX 76574
PHONE: (512) 352-9090
FAX: (512) 352-9091
FIRM No. 10128500
surveying@austin.rr.com
bryantechnicalservices.com

GF B0068726 -W

Georgetown Title Company, Inc. (4)

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.

DEED 4 PGS

2013101297

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

DATE: October 24, 2013

GRANTOR (whether one or more): ANDERSON, NEELY, SMITH, L.P.

GRANTOR'S MAILING ADDRESS:

105 Red Oak Ct. Georgetown, Tx. 78628

GRANTEE (whether one or more): CAMERON A. HOBBS

GRANTEE'S MAILING ADDRESS:
1614 Laurel Street
Taylor, Texas 76574

CONSIDERATION:

TEN DOLLARS ($10.00) and a note of even date that is in the principal amount of ONE HUNDRED EIGHT THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS ($108,800.00), and is executed by Grantee, payable to the order of R BANK. The note is secured by a vendor's lien retained in favor of R BANK in this deed and by a deed of trust of even date from Grantee to MIKE SHAW, Trustee.

PROPERTY (including any improvements):

BEING Lot 1 and a part of Lot 2, Block 56, of DOAK'S ADDITION, an addition in and to the City of Taylor, Williamson County, Texas, according to the map or plat thereof recorded in Volume 56, Page 483, Deed Records, Williamson County, Texas and being more fully described by metes and bounds on Exhibit "A" attached hereto and made a part hereof.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Easements and rights-of-way of record; ad valorem taxes for 2013; all presently recorded restrictions, reservations, covenants, conditions, and mineral severances, that affect the property.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors and assigns forever. Grantor hereby binds Grantor and Grantor's successors and assigns to WARRANT AND FOREVER DEFEND all and singular the property to Grantee, Grantee's heirs, executors, administrators, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty, when the claim is by, under, or through Grantor, but not otherwise.

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

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

R BANK, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the property that is evidenced by the note described. The vendor's lien and superior title to the property are retained for the benefit of R BANK, and are transferred to that party without recourse on Grantor.

ANDERSON, NEELY, SMITH, L.P.

By: ANS PROPERTY MANAGEMENT, LLC,
General Partner

By: [signature]
Printed Name: Richard S. Anderson
Title: Sole Member

STATE OF TEXAS)
)
COUNTY OF Williamson)

This instrument was acknowledged before me on this 24th day of October, 2013, by Richard S. Anderson, the Sole Member of ANS PROPERTY MANAGEMENT, LLC, a Texas limited liability company, on behalf of the company, and the company acknowledged the instrument as General Partner of ANDERSON, NEELY, SMITH, L.P., a Texas limited partnership, on behalf of the partnership.

CAROL C EUBANK
Notary Public, State of Texas
My Commission Expires
SEPTEMBER 15, 2016

NOTARY PUBLIC, STATE OF TEXAS

AFTER RECORDING, RETURN TO:
Cameron A. Hobbs
1614 Laurel Street
Taylor, Texas 76574

EXHIBIT "A"

STATE OF TEXAS
COUNTY OF WILLIAMSON

July 25, 2001

0.214 ACRE

These notes describe that certain tract of land located in the City of Taylor in Williamson County, Texas; *subject tract being all of two tracts, namely* "Exhibit A *and* Exhibit B", *two tracts which were* conveyed in a Deed from Don Bearden, et ux, to Richard M. McNabb, et ux, dated 9-20-91 and recorded in Volume 2060, Page 892 of the Official Records of Williamson County (ORWC), also being all of Lot One (1) and a part of Lot Two (2), Block 56, Doaks Addition to the City of Taylor, plat of which is recorded in Volume 56, Page 483 of the Williamson County Deed Records (WCDR), subject tract being surveyed on the ground under the direct supervision of Bruce Lane Bryan, Registered Professional Land Surveyor No. 4249, on July 25, 2001 and being more fully described as follows:

COMMENCING at a ½" Iron Rod found for the Northeast corner of said Block 56 in a line for the West line of Vernon Street; THENCE South 04°25'01" West with a line for the East line of said Block 56, same being for the West line of Vernon Street, passing a ½" Iron Rod found for the Northeast corner of Lot Three (3), also for the Southeast corner of Lot Four (4), both of Block 56, at 108.06 feet (c = 108 feet), and continuing with said East line of said Block 56 an additional 84.65 feet to a ½" Iron Rod set at the Northeast corner of subject tract, same being for the Northeast corner of said "Exhibit B" and the **PLACE OF BEGINNING** of this description;

THENCE South 04°25'01" West, continuing with said East line of said Block 56, same being for the West line of Vernon Street and for the East line of said "Exhibit B", a distance of **75.58 feet** (c = 76 feet) to a ½" Iron Rod set at the Southeast corner of subject tract, same being for the Southeast corner of said "Exhibit B" in a line for the North line of 2nd Street (US Highway No. 79);

THENCE North 86°00'00" West with said the North line of 2nd Street (US Highway No. 79), 40 feet from but parallel to the centerline of same, at 60.88 feet a 1" Iron Pipe (8" below surface) found for the Southwest corner of said "Exhibit B" and for the Southeast corner of said "Exhibit A" bears South 04°00'00" West, 2.72 feet, and continuing with said line an additional 62.39 feet for a total distance of **123.27** feet (c = 125 feet) to a ½" Iron Rod set at the Southwest corner of subject tract, same being for the Southwest corner of said "Exhibit A" at a point where a line for the East line of a dedicated alley intersects said North line of 2nd Street (US Highway No. 79);

THENCE North 04°25'01" East with said East line of alley, same being for the West line of said "Exhibit A" and for the West line of said Lot One (1) and Lot Two (2), a distance of **75.58 feet** (c = 76 feet) to a ½" Iron Rod found for the Northwest corner of said "Exhibit A"; found an additional ½" Iron Rod (unable to find any recording of same) bearing North 16°06'54" West, 5.10 feet;

THENCE South 86°00'00" East (Basis of Bearings) with a line for the North line of said "Exhibit A", passing a 1" Iron Pipe found for the Northeast corner of same at 62.72 feet, same being for the Northwest corner of said "Exhibit B", and continuing with a line for the North line of said "Exhibit B" an additional 60.55 feet for a total distance of **123.27 feet** (c = 125 feet) to the **PLACE OF BEGINNING**, containing according to the dimensions herein stated, an area of **0.214 Acre**.

Surveyor's Note: Attention is invited to accompanying plat for location of improvements, adjoiner information, visible utilities and roadways.

Bruce Lane Bryan   Registered Professional Land Surveyor No. 4249

STATE OF TEXAS REGISTERED PROFESSIONAL LAND SURVEYOR BRUCE LANE BRYAN 4249

C/H Georgetown Title Company, Inc.

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS 2013101297

Nancy E. Rister

10/25/2013 03:29 PM

CPHELPS $33.00

NANCY E. RISTER, COUNTY CLERK

WILLIAMSON COUNTY, TEXAS

ATTACHMENT 3 -
PROPERTY SITE LAYOUT

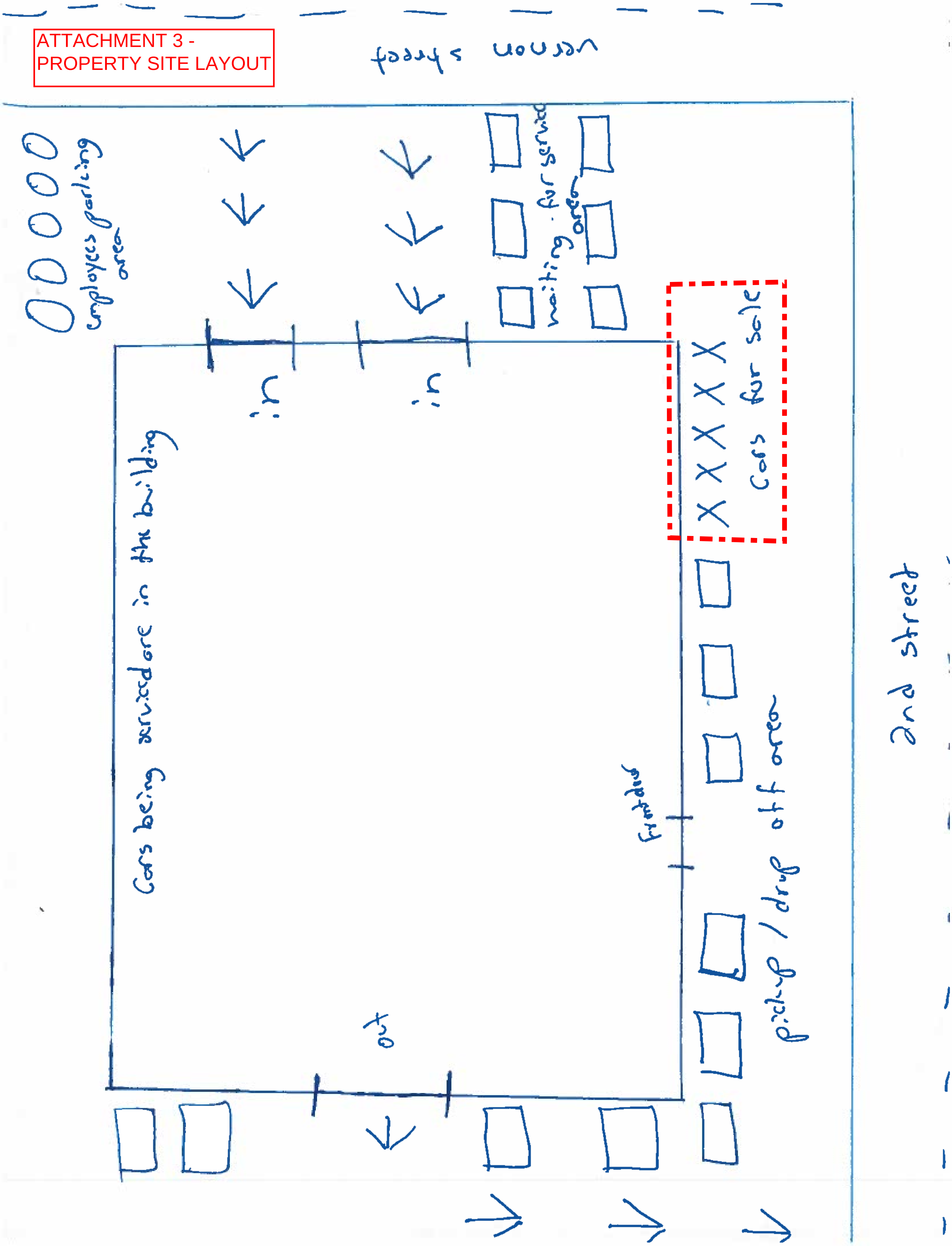


EXHIBIT C

Proposed Conditions of Operation

1. Applicability - The Specific Use Permit shall be for Cameron Hobbs (Owner of Property and Premier Automotive) to perform the "New and Used Auto Sales" use located on, and within the existing site features of, the property, as shown on Exhibit B and per these Conditions. No changes or improvements are proposed.

2. Expiration - The Specific Use Permit shall cease to be valid when/if Cameron Hobbs is no longer the property tenant, Owner, or operator of the business known as Premier Automotive conducting the "New and Use Auto Sales" use on or within the property.

3. Outdoor Display # - Maximum number of for-sale Automobiles to be displayed outside the building shall not exceed five (5).

4. Outdoor Display Location - The area for Outdoor display of for-sale Automobiles shall be per Exhibit B, in the southeast corner of the property.

5. All applicable Zoning Ordinance, Building Code, and Fire Code requirements for the establishment of the "New and Used Auto Sale" use shall be met during the Certificate of Occupancy process.

ATTACHMENT 5 - AERIAL - SUP FOR AUTO SALES - 1400 W. 2ND ST.

Specific Use Permit (SUP) Request

PZ-2017-1061

1400 West 2nd Street

Doak Addition, Block 56, parts of Lot 1 and 2

<u>Request</u> – SUP for "New & Used Auto Sales" use in the B-1 - Local Business District.

Proposed use is permitted in the B-2, M-1, and M-2 Districts.

TABLE 3.10 — AUTOMOBILE AND RELATED USES																		
Residential Districts									Misc. Districts			Nonresidential Districts						
R-A	R-1	R-2	R-3	MH	D	MF-1	MF-2	Permitted Uses	DN	I	P	B-1	B-2	B-3	BP-1	BP-2	M-1	M-2
								Motor Cycle Sales and Repair					P				P	P
								New and Used Auto Sales					P				P	P

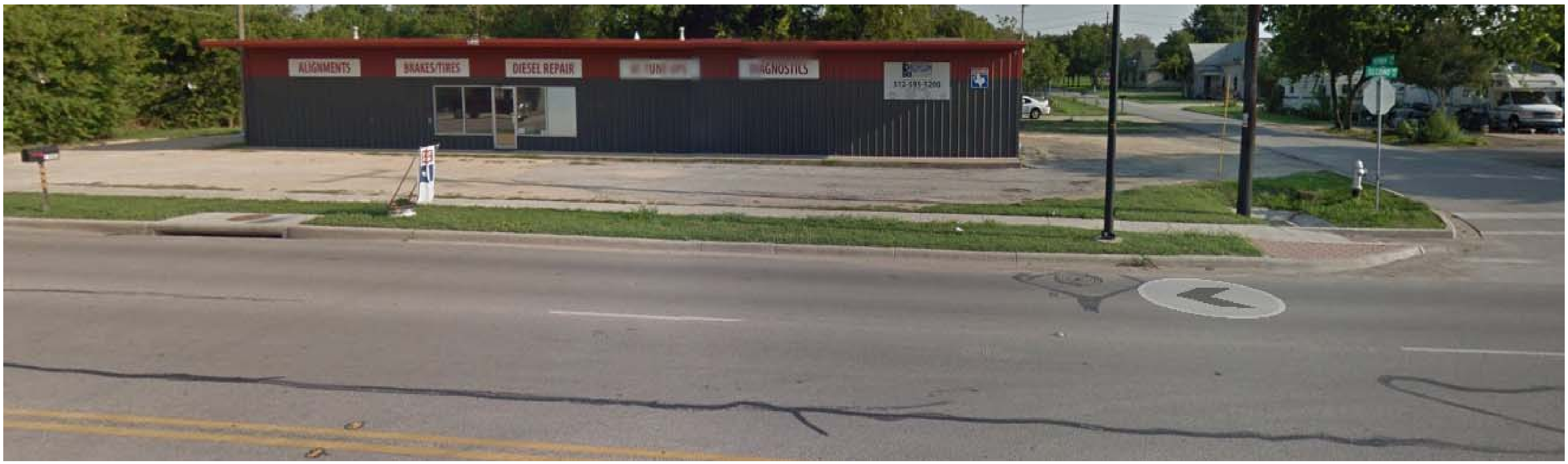
Property

Zoning: B-1 Local Business

NOT a Legal Lot (*parts of 2 original lots*)

Developed with Building and some parking

Property



Existing Zoning:

Future Land Use Map:

Red is "COMMERCIAL"

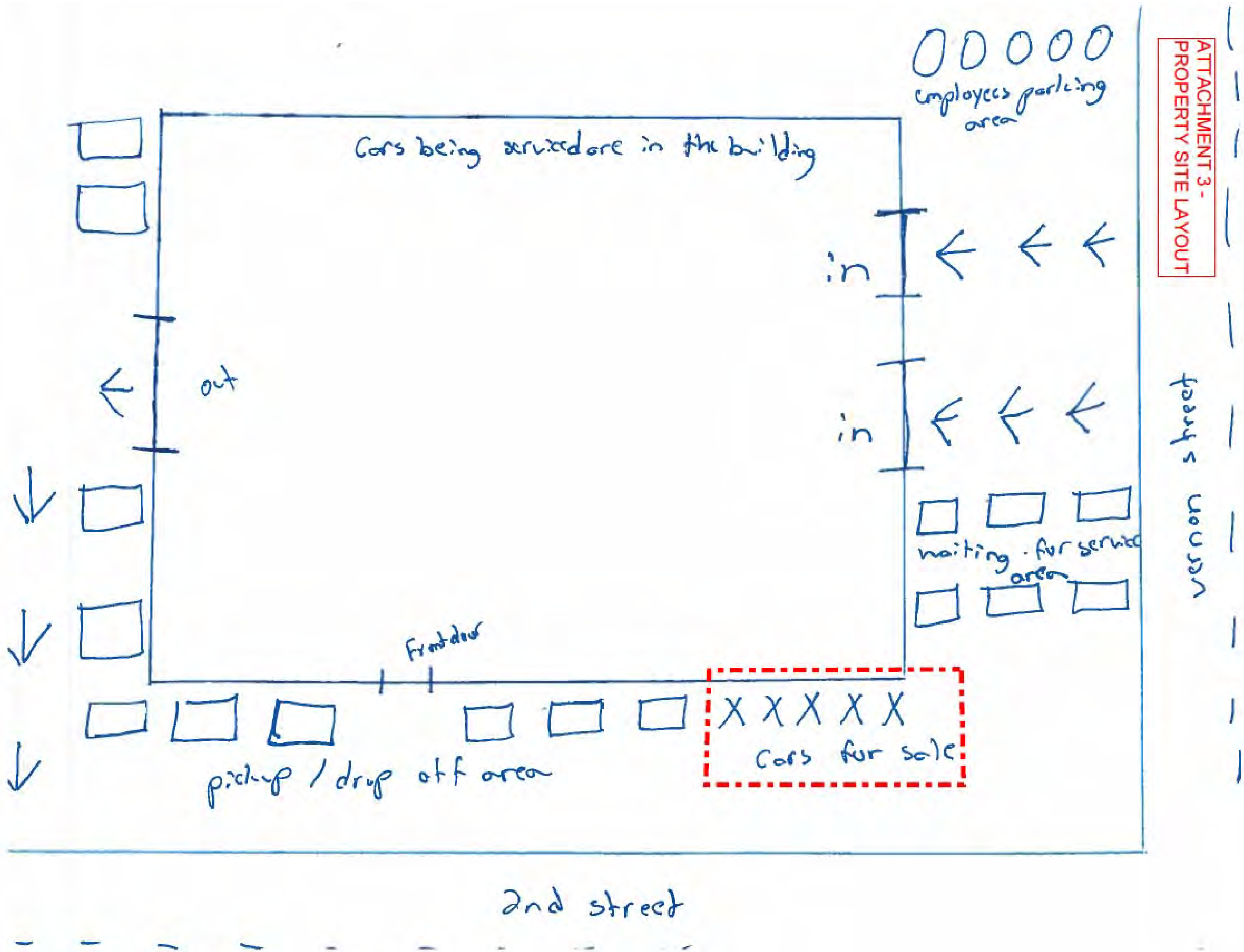
Analysis / Findings

1. “New and Used Auto Sales” permitted in B-2, M-1, and M-2 Districts.
2. Future Land Use Map supports commercial uses; intensity not clarified.
3. Residential use adjacent to north.
4. Property is small, already developed, and accommodates B-1 uses/level of development.
5. 1 Public Comment received - Opposed.

Proposed
Conditions of Operation

1. SUP applies to applicant only.
2. SUP expires when applicant involvement ceases.
3. Outdoor Display – max. of 5 Autos for sale.
4. Outdoor Display – Location per Exhibit B.
5. All other Codes apply.

ATTACHMENT 3 - PROPERTY SITE LAYOUT



City Council Meeting
January 11, 2018

STRATEGIC PILLAR

☐ Streets/Infrastructure

☐ Quality of Life

☒ Economic Vitality

Agenda Item #: 9

Agenda Title: Consider introducing Ordinance 2017-31 regarding a request to rezone property located at 205 Doak Street.

Council Action to be taken: Staff recommends denial

Department Submitted: Development Services

Staff Contact: Ashley Lumpkin, Director

1. PURPOSE/DESCRIPTION

The proposal is to rezone a non-Legal Lot property (*it is part of an originally platted lot from 1891*) from the current M-1, Light Industrial District to the MH, Manufactured Housing District. The MH District differentiates from other residential districts by permitting the Manufactured Housing form of residential development, be it a single Manufactured Home or a subdivision created purposely to create lots to host Manufactured Homes (1 per lot), which are not permitted in any other District. The MH District does permit 'Single Family Detached Dwelling', as well as 'Public, Housing', 'Community Home', 'Boarding/Rooming House'; the 'Bed and Breakfast Inn facility' is permitted by Specific Use Permit.

2. STAFF ANALYSIS AND RECOMMENDATION (Why and How)

The property is part of the northern-most block of the Doak Addition, which was created in 1891 as one of the earliest subdivision on record in Taylor. Several original blocks were never developed. The odd shape, a triangle, of Block 31 looks to indicate that the railroad property existed prior to 1891, and this small sliver of land on the east side of Doak Street was utilized to create 6 lots, all of which taper (get narrower) to the north.

Current zoning has all of the north side of Oak Street, and the west side of Doak Street, as Light Industrial (M-1). The majority of the residential neighborhood west of Main Street in this vicinity is zoned R-1, Single Family Residential District.

The MH District is described in the Zoning Ordinance as 'provid(ing) adequate areas of town for manufactured housing development, while maintaining the character and protecting the health, safety, and general welfare of the community."

The City's Future Land Use map, part of the Comprehensive Plan, recognizes this property as being appropriate for "Business Park", a designation that extends to all the property to the east of it (to Main Street), north of Oak Street. The only benefit of rezoning to the MH District is the ability to develop the Manufactured Housing use (*place a Manufactured Home on the lot). If the owner sought to develop a single-family detached dwelling (a stick-built home), the appropriate zoning district for that would be the R-1, Single Family Residential District.

The property is currently not a "legal lot" per the Subdivision Ordinance, and will need to be platted in place before any development permit can be issued by the City. The current property size is approximately 3,500 square feet; after the MH District yard setbacks of 25' in the front and 10' on each side and the rear are applied, the buildable footprint will be reduced to approximately 1,100 square feet. At this point in time, one of the required 2 parking spaces must be provided on the property, behind the front setback line (and not within any other setback area), that is covered (ie, carport or garage). A minimum sized single parking area is 18' x 9' (162 square feet).

It is contiguous to a large undeveloped tract of land zoned M-1 District that is part of the Union Pacific railroad tracks property.

RECOMMENDATION:

Staff recommends denial of the rezoning request, based on the following findings:

1. After the required platting of the property, and application of the minimum yard setbacks, an area of approximately 500 square feet will be available to host a Manufactured Home and the one required covered parking space (the parking space will occupy at least 162 of the 500 SF available).

2. The adjacent Union Pacific property could at any time be utilized for far more intense railroad use that is currently occurring, which would increase the incompatibility of a residential use on this property.

3. Surrounding zoning is M-1, which is appropriate for the type and level of non-residential uses that exist north of Oak Street.

4. The Comprehensive Plan Future Land Use map designation of "Business Park" does not lend itself to any form of single-family residential use.

The Planning and Zoning Commission moved to approve the request, but failed for a lack of a second. On a motion to recommend denial to City Council of the rezoning request, the Commission voted 5-1 (3 absent).

3. FUNDING SOURCE

None

4. TIMELINE CONSIDERATIONS

None

5. OTHER OPTIONS (In order of preference)

None applicable to the request

6. ATTACHMENTS

9a. Ordinance 2017-31
9b. Future Land Use Map
9c. Existing Zoning Map
9d. Aerial Map

ORDINANCE NO. 2017-31

AN ORDINANCE CHANGING THE ZONING OF PROPERTY DESCRIBED AS DOAK ADDITION, BLOCK 31, LOT 2 (PART), LOCATED AT 205 SOUTH DOAK STREET IN TAYLOR, WILLIAMSON COUNTY, TEXAS, AND LEGALLY DESCRIBED IN THIS ORDINANCE FROM LIGHT INDUSTRIAL DISTRICT M-1 TO MANUFACTURED HOUSING DISTRICT MH; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF TAYLOR, TEXAS, TO SHOW THE ZONING CHANGE ADOPTED HEREIN; PROVIDING A SAVINGS CLAUSE.

WHEREAS, the Taylor City Council conducted a public hearing on December 14, 2017, to consider the request made by Tim Shorts and Evelyn Newman, as Applicant and Owner of the property, respectively, which property is legally described in Exhibit "A" attached hereto and incorporated by reference herein for all purposes ("Property"), to change the zoning for the Property from Light Industrial M-1 to Manufactured Housing MH; and

WHEREAS, the Planning and Zoning Commission, after proper notice, conducted a public hearing on November 14, 2017, to consider the zoning request, and recommended the zoning change to the City Council; and

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

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

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

SECTION 2. The Property is changed from Light Industrial M-1 to Manufactured Housing MH.

SECTION 3. The Official Zoning map of the City of Taylor, Texas, is changed to show the Property zoning district changed from Light Industrial M-1 to Manufactured Housing MH.

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

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

SECTION 6. In accordance with Article VIII of the City Charter, Ordinance 2017-31 was introduced before the Taylor City Council on the 14th day of December, 2017.

PASSED, APPROVED, and ADOPTED on the ______ day of ____________, 2017.

____
Brandt Rydell
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. 2017-31, passed and approved by the City Council of the City of Taylor, Texas, on the ______ day of _________________, 2017, 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 _____________, 2017.

____
Susan Brock
City Clerk

EXHIBIT A - LEGAL DESCRIPTION (DEED)

VOL 650 PAGE 763

FORM 120-B STATUTORY WARRANTY DEED FINANCIAL PRINTING COMPANY

Warranty Deed

(CORPORATE)

4626

THIS INDENTURE, Made this 14th day of September, A. D. 19 76 BETWEEN UniCapital Corporation (a Delaware Corporation)(Successor by Merger to United States Finance Company, Inc., a Florida Corporation) a corporation organized and existing under the laws of the State of Delaware of the County of Duval, State of Florida, party of the first part, and J. B. Felder and wife, Roberta Felder of the County of Williamson, State of Texas, parties of the second part,

WITNESSETH: that the said party of the first part, for and in consideration of the sum of $10.00 Ten and 00/100 ---------------------- Dollars, to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, they have granted, bargained and sold to the said parties of the second part, their heirs and assigns forever, the following described land, situate, lying and being in the County of Williamson, State of Texas, to wit:

Lot Number 2, Block 30, Doak's Addition to the City of Taylor, Williamson County, Texas

And the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever. This conveyance is made by, thru, and under grantor and no further.

In Witness Whereof, the said party of the first part has caused this instrument to be executed in its name by its Vice President and caused its Corporate Seal attested by its Secretary to be hereto affixed the day and year first above written.

(CORPORATE SEAL)

ATTEST:

By: [signature]
Assistant Secretary

UniCapital Corporation (a Delaware Corporation) (Successor by Merger to United States Finance Company, Inc., a Florida Corporation)

By: [signature]
Assistant Vice President

Signed and Sealed in Our Presence:

M. Erikson

Judith I. White

STATE OF FLORIDA)
COUNTY OF DUVAL)

Before me personally appeared Walter T. Skelton and Constance D. Halford respectively the Asst. Vice President and Asst. Secretary of UniCapital Corporation a corporation under the laws of the State of Florida, to me well known to be the individuals and officers described in and who executed the foregoing instrument and severally acknowledged the execution thereof to be their own free act and deed as such officers thereunto duly authorized; and that the official seal of said corporation is duly affixed thereto, and the said conveyance is the act and deed of said corporation.

WITNESS my hand and official seal this 14th day of September, 19 76

at Jacksonville, Florida County and State aforesaid.

[signature]

Notary Public in and for the County and State Aforesaid.
My Commission expires:
Notary Public, State of Florida at Large
My Commission Expires March 20, 1977
Bonded by American Fire & Casualty Co.

VOL. 2166 PAGE 95

ROBERT E. ROSE

SPECIAL
WARRANTY DEED

J.B. FELDER, ET UX

STATE OF TEXAS, §
§ 22923
COUNTY OF WILLIAMSON. §

ROBERT E. ROSE, of Taylor, 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 me paid by J.B. FELDER and wife, ROBERTA FELDER, of Williamson County, Texas, the receipt of which is hereby acknowledged, and for which no lien, either expressed or implied, is retained;

Has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto J.B. FELDER and wife, ROBERTA FELDER of 205 South Doak in Taylor, Williamson County, Texas 76574, herein called Grantees, the following described real property, to-wit:

All that certain lot, tract or parcel of land lying and being situated in the City of Taylor, Williamson County, Texas, and being the North one-half (1/2) of Lot Number Two (2) in Block Number Thirty-one (31), Doak's Addition to the City of Taylor, Williamson County, Texas, according to the map or plat of said Addition of record in the Deed Records of Williamson County, Texas ("Property" or "Premises").

TO HAVE AND TO HOLD the above described Premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantees, their heirs, executors, administrators, successors and assigns and Grantor, does hereby bind himself, his heirs, executors, administrators, successors and assigns to WARRANTY AND FOREVER DEFEND all and singular the Premises unto Grantees, their heirs, executors, administrators, successors and assigns forever, 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 1992, the payment of which Grantees assume, and subsequent assessments for that and prior years due to change in and usage, ownership, or both, the payment of which Grantees assume.

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

VOL. 650 PAGE 764

THE STATE OF TEXAS
County of Williamson

I, Dick Cervenka, Clerk of the County Court of said County, do hereby certify that the foregoing instrument in writing, with its certificate of authentication, was filed for record in my office on the 26th day of Oct. A. D. 19 76, at 2:00 o'clock P M., and duly recorded this the 27th day of Oct. A. D. 19 76 at 8:30 o'clock A M., in the Deed Records of said County, in Vol. 650 pp. 763

WITNESS MY HAND and seal of the County Court of said County, at office in Georgetown, Texas, the date last above written.

By Kathy Davis Deputy

DICK CERVENKA, CLERK,
County Court, Williamson County, Texas

in this Deed.

EXECUTED this 14th day of July, 1992. VOL. 2166 PAGE 97

Robert E. Rose
Robert E. Rose

STATE OF TEXAS,
COUNTY OF WILLIAMSON.

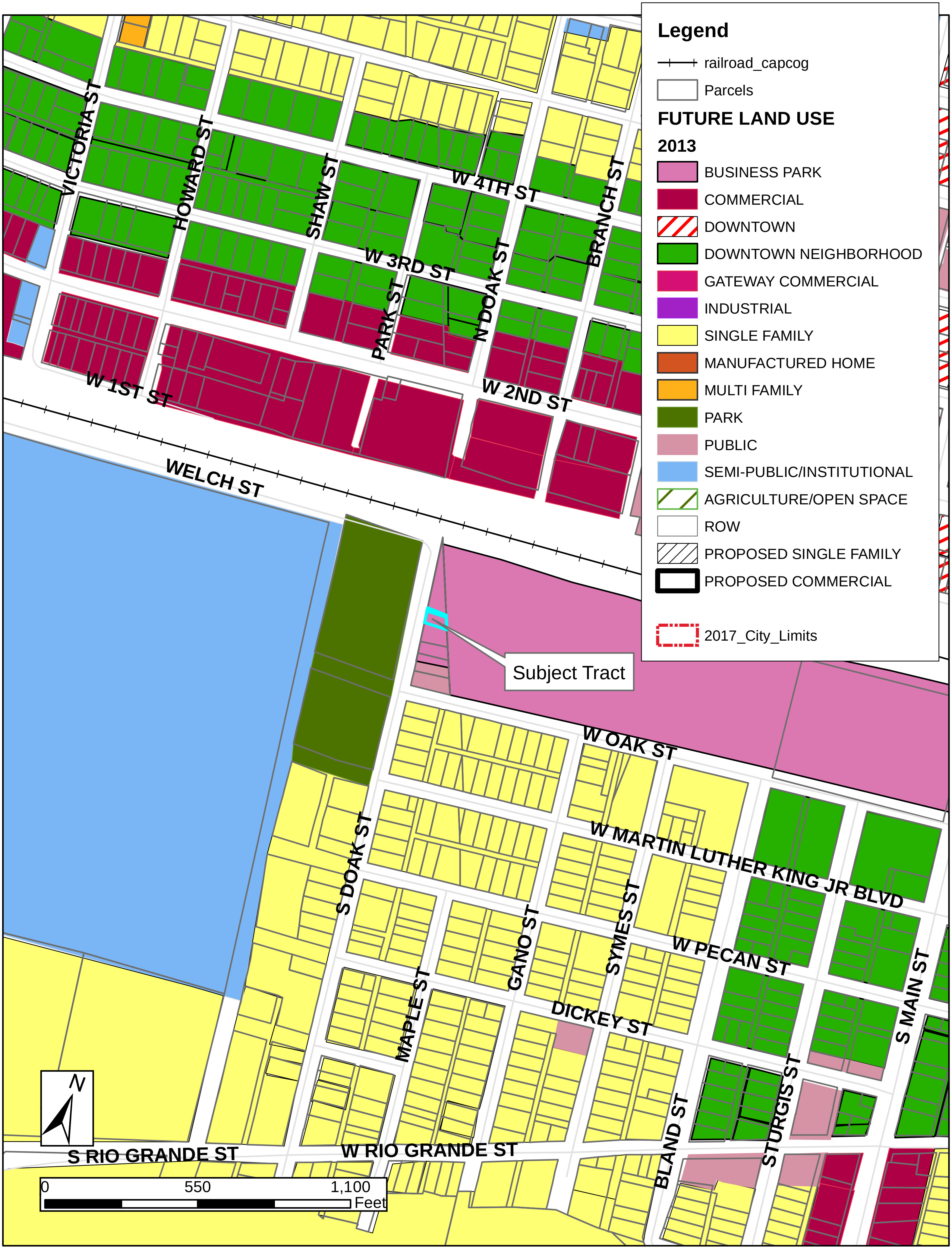
This instrument was acknowledged before me on this the 14th day of July, 1992, by Robert E. Rose.

JAMIE KAATZ
NOTARY PUBLIC
State of Texas
Comm. Exp. 07-31-94

Jamie Kaatz
Notary Public in and for
The State of Texas

STATE OF TEXAS COUNTY OF WILLIAMSON
I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me; and was duly RECORDED in the Volume and Page of the named RECORDS of Williamson County, Texas, as stamped hereon by me, on
JUL 21 1992
Elaine Bizzell
COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

1992 JUL 21 AM 11:45



Legend
railroad_capcog
Parcels
FUTURE LAND USE
2013
BUSINESS PARK
COMMERCIAL
DOWNTOWN
DOWNTOWN NEIGHBORHOOD
GATEWAY COMMERCIAL
INDUSTRIAL
SINGLE FAMILY
MANUFACTURED HOME
MULTI FAMILY
PARK
PUBLIC
SEMI-PUBLIC/INSTITUTIONAL
AGRICULTURE/OPEN SPACE
ROW
PROPOSED SINGLE FAMILY
PROPOSED COMMERCIAL
2017_City_Limits
Subject Tract
VICTORIA ST
HOWARD ST
SHAW ST
PARK ST
N DOAK ST
BRANCH ST
W 4TH ST
W 3RD ST
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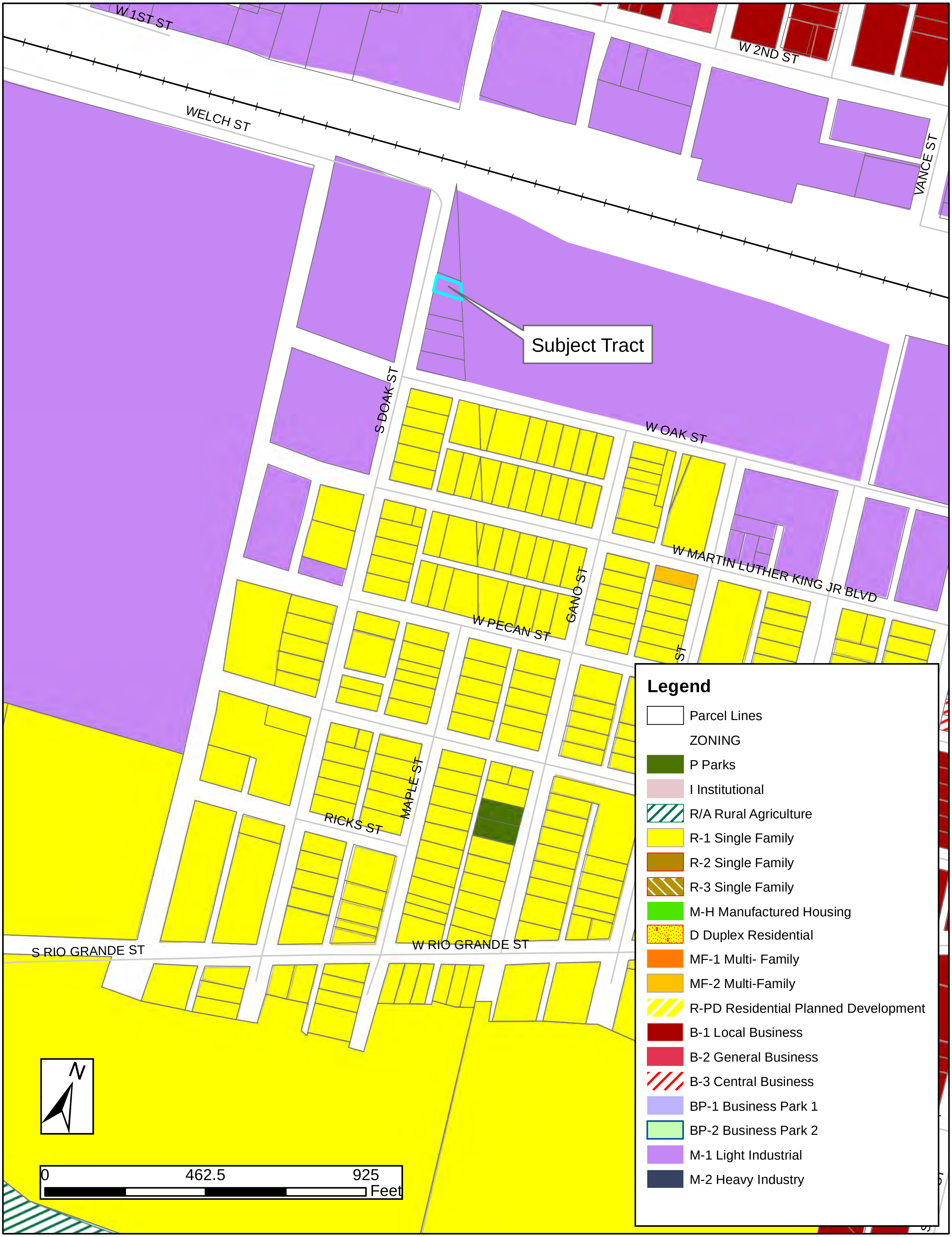
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GANO ST
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MAPLE ST
RICKS ST
S RIO GRANDE ST
W RIO GRANDE ST
Legend
Parcel Lines
ZONING
P Parks
I Institutional
R/A Rural Agriculture
R-1 Single Family
R-2 Single Family
R-3 Single Family
M-H Manufactured Housing
D Duplex Residential
MF-1 Multi-Family
MF-2 Multi-Family
R-PD Residential Planned Development
B-1 Local Business
B-2 General Business
B-3 Central Business
BP-1 Business Park 1
BP-2 Business Park 2
M-1 Light Industrial
M-2 Heavy Industry
N
0
462.5
925
Feet


WELCH ST
S DOAK ST
W OAK ST
Subject Property
0
80
160
Feet
N

STRATEGIC PILLAR

☐ Streets/Infrastructure

☐ Quality of Life

☒ Economic Vitality

City Council Meeting
January 11, 2018

Agenda Item #: **10**

Agenda Title: Consider introducing Ordinance 2017-34 regarding a request to rezone property located at 304 Potomac Street.

Council Action to be taken: Staff recommends denial

Department Submitted: Development Services

Staff Contact: Ashley Lumpkin, Director

1. PURPOSE/DESCRIPTION

The proposal is to rezone a Legal Lot property from the current B-1, Local Business District, to the B-2, General Business District. The B-2 District is a step up in intensity from the B-1 District, allowing many uses completely by-right, whereas in B-1, a use might require a Specific Use Permit (SUP) be applied for and received from City Council. The B-2 District is cumulative, allowing all those same uses as the B-1 District – some as fully Permitted (P), while in B-1, the use requires a Specific Use Permit (S for SUP) - but also permitting primarily more auto-oriented and more intense commercial activities.

The B-2 District is described in the Zoning Ordinance as 'provid(ing) adequate high-density commercial development within the City, while maintaining consistency and continuity within the community."

2. STAFF ANALYSIS AND RECOMMENDATION (Why and How)

The property has an extensive planning and development history, which is laid out below in the order in which the events affecting it occurred.

<u>Original Subdivision - 1891</u>
The property is part of the southern-most blocks of the Washington Heights Addition, which was created in 1891 as one of the earliest subdivision on record in Taylor. Several original blocks were never developed, such as where the Country Club currently is, which occupies parts of Blocks 37 through 68. The subject property is within Block 28, and is comprised of all of Lot 9 and a portion of Lot 10.

<u>Original Zoning – date unknown; Current Zoning Ordinance adopted April 24, 2001</u>
The property was zoned R-1 District, Single-family residential, assumed since the inception of zoning within the City.

Original Future Land Use Map / Comprehensive Plan – January, 2005

At the original adoption of the City's Comprehensive Plan Future Land Use map, the subject property was identified within a large area deemed appropriate for "Single Family " use, which was consistent with the historical nature of the 1891 subdivision that created Block 28 and all the individual properties within this area of the City. It is noted that, Highway 79 and the on-ramp near the subject property had been in place for many years prior to the designation of "Single family" for this area of the City.

Re-zoning – May, 2006

The current zoning of the subject lot - Local Business, B-1 – was achieved via a rezoning adopted by City Council on May 11, 2006, per Ordinance 2006-10.

The original request was to rezone the original lots 9, 10, and 11 (*then referred to as 1109 Symes Street*) from R-1 to the B-1 District. At the April 11, 2006 Planning & Zoning Commission (P&Z) meeting, the Commission recommended that only lots 9 and 10 – described in the materials as being vacant parcels - be rezoned, while keeping lot 11 – which is referenced in the minutes as having 'the house' on it – as is (zoned R-1, single-family residential). The minutes reflect that the applicant gave permission to amend the Ordinance to reflect the change in zoning for only lots 9 and 10. The adopted Ordinance reads that the only Lots 9 and 10 were rezoned to B-1. See Attachment 3 for the Existing Zoning map in this area.

Amendment to the Comprehensive Plan – Future Land Use Map – September, 2006

City Council, via Ordinance 2006-22, adopted on September 14, 2006 – five months after the rezoning of the property to B-1 – revised the Future Land Use map to identify Lots 9 and 10 as being the "Commercial" category (from the Single-Family designation).

The Staff Agenda Item (#9) stated the justification for the change was that it "*was rezoned from R-1 to B-1 this year, and is adjacent an area designated as commercial*."

It is noted that, approximately 750 feet to the east, only a small area at South Main Street between Potomac and Wabash Streets is categorized as "Commercial" in this vicinity. Those properties are (today) mostly vacant, with a long-existing nonconforming bar/tavern use at the corner of Potomac and South Main.

Resubdivision (Replatting) – November, 2007

Approximately seven (7) months after the rezoning to B-1, Local Business, was approved, the property was part of a resubdivision (replat) in 2007 that reconfigured 3 original lots – 9, 10, and 11, all 45' in width by 130' in length – into the 2 present lots of 11A and 11B (the subject lot, highlighted in the image below from the 2007 replat).

Upon examination relative to the Rezoning and the Future Land Use Map Amendment, which reference and effect the original Lots 9 and 10, the resubdivision did not follow the boundaries set forth in those earlier actions, but rather "split" these 3 original lots into:

- **Lot 11B** – Lot 9 and a portion, approximately the southern 1/3, of Lot 10, where the intent was for the "commercial" and B-1 zoning to facilitate some future commercial use/development; and
- **Lot 11A** – Lot 11 and the remainder, approximately the northern 2/3, of Lot 10, to create a lot around the existing house and ensure that it had adequate setbacks, etc.
- The plat even highlights where the Zoning boundary between R-1 and B-1 is – see Yellow circle.

CURRENT Comprehensive Plan – Future Land Use Map – REVISED 11/14/2013

The City's Future Land Use (FLU) map, part of the Comprehensive Plan, is the guiding document for determining what general land use categories should exist or be developed across the City. The map is not meant to be parcel-specific, but rather general in nature. Individual properties and unique circumstances can always create situations where there is merit to deviate from the planned categories.

Per the 2006 Amendment, the current Map recognizes this property as being appropriate for "Commercial", though all of the immediate surroundings are designated as being "residential".

The FLU Map was last revised via Ordinance 2013-25. See Attachment 4 for an excerpt from the overall FLU Map for this area of the City.

The background of how this property came to be zoned B-1, the after-zoning change to the Future Land Use map to "match" the zoning, and the way it was platted, is evidence of the breakdown in proper planning practices by the City.

1. The original lots 9 and 10 were first rezoned to B-1, despite the Future Land Use map guidance that it be 'single-family'.
2. Then, the Comprehensive Plan's Future Land Use map was changed from "Single-family" to the "Commercial" designation to match the zoning.
3. Finally, a resubdivision plat was processed which did not adhere to the zoning boundaries – original lots 9 and 10 were B-1, while original lot 11 remained R-1. However, new lot 11B was created out of lot 9 and only about one-third of lot 10, which leaves new lot 11A as being split-zoned, parts B-1 and R-1.

Google Earth aerial imagery shows the property being undeveloped in April 2006, but then developed to largely the degree seen today in the February 2008 image.

April 2006:

February 2008:

All surrounding zoning is the Single-family Residential (R-1) District, with the exception of the country club property, which is zoned R/A, Residential Agriculture.

The benefit of rezoning to the B-2 District is the ability to develop certain more intense uses that are not permitted in the B-1 District. In particular, a number of prominent (and possible, given the small size of the lot) uses that could be achieved if rezoning to the B-2 District:

Liquor Store *	Mini-warehouse	Pawn Shop*	C-Store w/o gas
Incidental retail/service use *	Discount/Department store	Auto Accessory installation	Vet. Hospital (outdoor pens)
Kennel (outdoor pens)	Palm/Card Reader	Plumbing Shop	Muffler Shop
Car / RV / Motorcycle / Boat / Tire sales	Auto Painting/Body shop	Auto parts Sales (indoor)	Auto Repair, Major*
Commercial Parking Lot (Auto)		Home Improvement (outdoor)	
*Indicates the use would be permitted in B-1 with an approved Specific Use Permit (SUP)			

Looking at the timing of the zoning, Future Land Use map revision, and platting of the property, it is evident that the zoning was granted regardless of guidance from the Comprehensive Plan/Future Land Use map, and then the FLU map was revised to reference/acknowledge the parcel-specific Commercial zoning. Such methodology is 'backwards'. To follow that up with re-creating (replatting) lots that do not follow the disparate zoning categories (business and residential) further indicates a breakdown in proper planning and development practices.

RECOMMENDATION:

Staff recommends denial of the rezoning request, based on the following findings:

1. The current zoning is a very specific "spot" of commercial in an area zoned and planned for residential; it should not be intensified with the B-2 District.

2. The Future Land Use map designation of "Commercial" was "after the fact" action done to "match" the zoning, which is an improper means of designating "future" land use.

3. The adjacent parcels are either largely vacant, or developed residentially, with a Qualified Agricultural Use (County tax exemption program) directly across Symes Street.

Planning and Zoning Commission made a motion to recommend denial to City Council with a vote of 7-0 (2 absent).

3. FUNDING SOURCE

None

4. TIMELINE CONSIDERATIONS

None

5. OTHER OPTIONS (In order of preference)

None applicable to the request

6. ATTACHMENTS

10a.Ordinance 2017-34
10b. Future Land Use Map
10c. Existing Zoning Map
10d. Aerial Map

ORDINANCE NO. 2017-34

AN ORDINANCE CHANGING THE ZONING OF PROPERTY DESCRIBED AS LOT 11B, REPLAT OF LOTS 9, 10, AND 11, BLOCK 28, WASHINGTON HEIGHTS ADDITION, LOCATED AT 304 POTOMAC STREET IN TAYLOR, WILLIAMSON COUNTY, TEXAS, AND LEGALLY DESCRIBED IN THIS ORDINANCE FROM LOCAL BUSINESS DISTRICT B-1 TO GENERAL BUSINESS DISTRICT B-2; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF TAYLOR, TEXAS, TO SHOW THE ZONING CHANGE ADOPTED HEREIN; PROVIDING A SAVINGS CLAUSE.

WHEREAS, the Taylor City Council conducted a public hearing on January 11, 2018, to consider the request made by Estella Rivera, as Owner of the property, which property is legally described in Exhibit "A" attached hereto and incorporated by reference herein for all purposes ("Property"), to change the zoning for the Property from Local Business B-1 to General Business B-2; and

WHEREAS, the Planning and Zoning Commission, after proper notice, conducted a public hearing on December 12, 2017, to consider the zoning request, and recommended the zoning change to the City Council; and

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

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

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

SECTION 2. The Property is changed from 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 district changed Local Business B-1 to 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 VIII of the City Charter, Ordinance 2017-34 was introduced before the Taylor City Council on the 11th day of January, 2018.

PASSED, APPROVED, and ADOPTED on the ______ day of ____________, 2018.

____
Brandt Rydell
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. 2017-34, passed and approved by the City Council of the City of Taylor, Texas, on the ______ day of _________________, 2018, 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 _____________, 2018.

____
Susan Brock
City Clerk

EXHIBIT A to ORDINANCE 2017-34

PLAT 2007092483
1 PG

PLAT MAP RECORDING SHEET

DEDICATOR: CAMILO G. CARRANZA

SUBDIVISION NAME: WASHINGTON HEIGHTS ADDITION TO THE CITY OF TAYLOR, REPLAT OF LOTS 9, 10 AND 11, BLOCK 28

PLAT RECORDED IN: CABINET DD SLIDE 396

PROPERTY IS DESCRIBED AS: A TRACT OF LAND OUT OF WILLIAMSON COUNTY, BEING LOTS 9, 10 AND 11, BLOCK 28, OF WASHINGTON HEIGHTS ADDITION TO THE CITY OF TAYLOR.

Reference: 1999069113

HAND TO: CITY OF TAYLOR; JOHN ELSDEN, (512) 365-3863

INSTRUMENT DATE: JANUARY 10, 2007

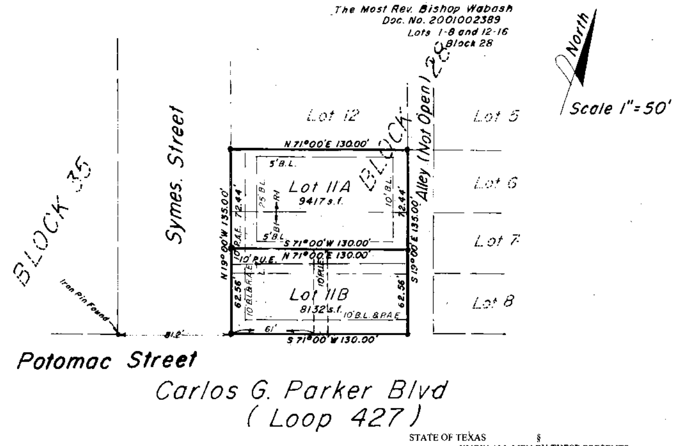
FILE DATE: NOVEMBER 2, 2007

FOR LEGIBLE COPY OF PLAT, PLEASE SEE ORIGINAL

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2007092483

Nancy E. Rister

11/02/2007 08:50 AM
WEHLING $61.00
NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS



STATE OF TEXAS §
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON §

I, R. T. Magness, Jr., Registered Professional Engineer, do hereby certify that this subdivision is not in the Edward's Aquifer Recharge zone. This ~~subdivision is not encroached by~~ Special Flood Hazard ~~Areas~~ inundated by 100-Year Flood as identified by the U. ~~S. Federal Emergency Management~~ Agency Boundary map (Flood Insurance Rate Map), Community-Panel Numbers 48492C0268 C, effective date September 27, 1991.

TO CERTIFY WHICH, WITNESS my hand and seal at Taylor, Williamson County, Texas this the 7th day of January, 2007. A. D.

R. T. Magness, Jr.
Registered Professional Engineer, No 16438
State of Texas

LEGEND

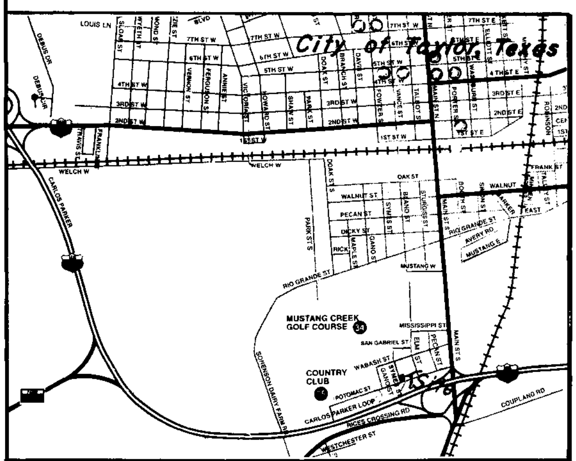
Iron Pin Found---------------- ●
Iron Pin Set--------------------- ○
Building Line-------------------B.L.
Public Access Easement----P.A.E.

GENERAL NOTES

Area = 17,549 Sq. Ft.
Total Number of Lots = 2
Total Number of Blocks = 1
Zoning
Lot 11A = Single Family R-1
Lot 11B = Local Business B-1

NOTE:

■ Sidewalks to be placed in Public Access Easement along the South and West side of Lot 11B.



VICINITY MAP

Perimeter Field Notes:

BEING Lots 9, 10 ~~and~~ 11, Block 28 of the Washington Heights Addition to the City of Taylor, Williamson County, Texas of record in Volume 57, Page 345 of the Deed Records of Williamson County, Texas and being that certain thact of land conveyed by Deed to Camilo G. Carranza of record in Document No. 1999069113 of the Deed Records of Williamson County, Texas.
BEGINNING at an iron pin found marking the Southwest Corner of said Lot 9, Block 28, said Corner also being the intersection of the West line of Symes Street and the North line of Carlos .G. Parker Blvd, said corner also being S 69° 40' E 3310 feet from the Northwest Corner of the Parthinia Coursey Survey, Abstract No. 131, Williamson County, Texas. for the Southwest Corner hereof;
THENCE N 19° 00' W 135.00 feet with the West line of said Block 28, also being the East line of Symes Street, to iron pin found marking the Northwest Corner of said Lot 11, for the Northwest Corner hereof;
THENCE N 71° 00' E 130.00 feet to iron pin found marking the Northeast Corner of said Lot 11 in the West line of dedicated Alley (Not Open) for the Northeast Corner hereof;
THENCE S 19° 00' E 135.00 feet with the East line of said Lots 11, 10 and 9, also being the West line of said Alley, to iron pin found in the North line of said Carlos G. Parker Blvd marking the Southeast Corner of said Lot 9, for the Southeast Corner hereof;
THENCE S 71° 00' W 130.00 feet with South line of Lot 9 to the place of BEGINNING and containing 17549 Sq. Ft. of Land.

I, R. T. Magness, Jr., Registered Professional Land Surveyor, in the State of Texas, do hereby certify that this plat is true and correctly made from an actual survey on the ground of the property legally described hereon, and that there are no apparent discrepancies, conflicts, overlapping of improvements, visible utility lines or roads in place, except as shown on the accompanying plat, and that the perimeter field notes hereon have a mathematical closure in compliance with standards as set out in the "Manual of Practice" of the Texas Society of Professional Surveyors, to the best of my knowledge and belief.

TO CERTIFY WHICH, WITNESS my hand and seal at Taylor, Williamson County, Texas, this the 7th day of January, 2007, A. D.

R. T. Magness, Jr
Registered Professional Land Surveyor
State of Texas

R. T. MAGNESS, JR. 1433 REGISTERED PROFESSIONAL LAND SURVEYOR STATE OF TEXAS

R. T. MAGNESS, JR. 16438 REGISTERED PROFESSIONAL ENGINEER STATE OF TEXAS

ACCEPTED AND AUTHORIZED FOR RECORD BY
THE CHAIRMAN, PLANNING AND ZONING COMMISSION,
CITY OF TAYLOR, WILLIAMSON COUNTY, TEXAS.
THIS THE 13th DAY OF February, 2007, A.D.
CHAIRMAN
PLANNING AND ZONING COMMISSION
CITY OF TAYLOR, TEXAS

Reviewed and Approve

Post Master
Taylor, Texas.

ACCEPTED AND AUTHORIZED FOR RECORD BY
THE DIRECTOR OF COMMUNITY DEVELOPMENT,
CITY OF TAYLOR, WILLIAMSON COUNTY, TEXAS
THIS THE 13th DAY OF February, 2007, A.D.
DIRECTOR OF COMMUNITY DEVELOPMENT
CITY OF TAYLOR, TEXAS

That I, Camilo G. Carranza., owner of Lots 9, 10 and 11, Block 28 of the Washington Heights Addition to the City of Taylor, Williamson County do hereby subdivide said 17,549 square feet of land in accordance with attached Plat; said subdivision to be known as the REPLAT OF LOTS 9, 10 AND 11, BLOCK 28 OF THE WASHINGTON HEIGHTS ADDITION TO THE CITY OF TAYLOR, WILLIAMSON COUNTY, TEXAS.

Camilo G. Carranza

Before me, the undersigned authority, on this day personally appeared Camilo G. Carranza known by me to be the person whose name is subscribed to the foregoing instrument as the owner of the property described hereon.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 10th day of January, 2007 A. D.

Notary Public in and for the State of
Signature and Date 1/10/07

REBEKAH ALTMILLER NOTARY PUBLIC STATE OF TEXAS EXPIRES 02-25-2007

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON §

I, Nancy E. Rister, Clerk of the County Court of said County, do hereby certify that the foregoing instrument in writing, with its certificate of authentication, was filed for record in my office on the 31st day of OCTOBER, 2007 A.D., at 10:40 o'clock, A.M., and duly recorded this the 2nd day of NOVEMBER 2007 A.D., at 8:50 o'clock, A.M., in the Plat Records of said County in Cabinet DD, Slide 396.

TO CERTIFY WHICH, WITNESS my hand and seal at the County Court of said County, at my office in Georgetown, Texas, the date last shown above written.

Nancy E. Rister, Clerk County Court
of Williamson County, Texas

By: ________________, Deputy
WILLIAM WEHLIN

COUNTY COURT

REPLAT OF LOTS 9, 10 AND 11, BLOCK 28 OF THE WASHINGTON HEIGHTS ADDITION CITY OF TAYLOR WILLIAMSON COUNTY, TEXAS

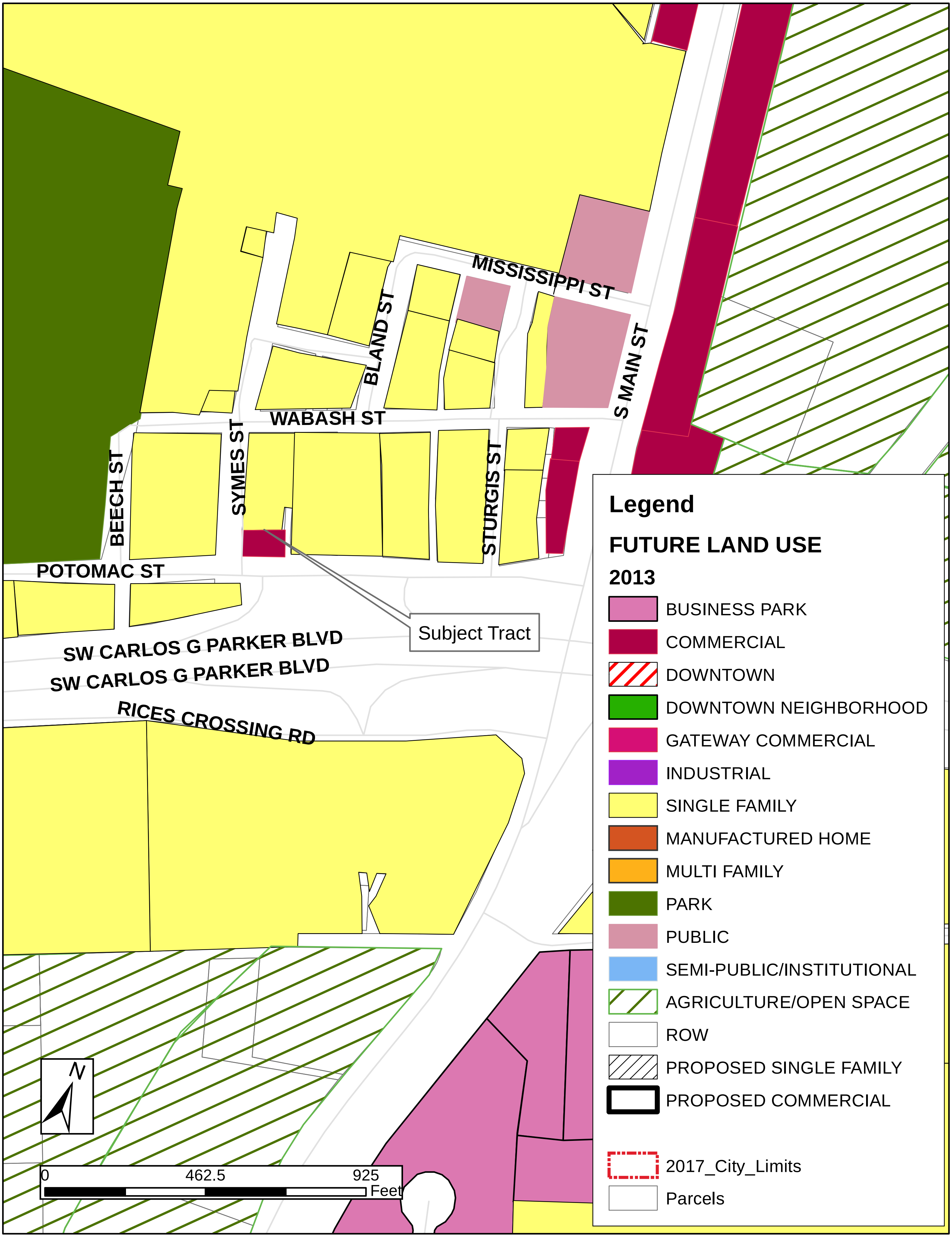
OWNER
Camilo G. Carranza
1109 Symes Street
Taylor, Texas 76574

~~ENGINEER~~ ~~SURVEYOR~~
R. T. Magness, Jr.
P.O. Box 381
Taylor, Texas 76574

JANUARY 2007 JOB NO. 2215

R. T. MAGNESS, JR.
ENGINEER------SURVEYOR
P.O. BOX 381
TAYLOR, TEXAS

PHOTOGRAPHIC MYLAR



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BEECH ST
SYMES ST
STURGIS ST
POTOMAC ST
Subject Tract
SW CARLOS G PARKER BLVD
SW CARLOS G PARKER BLVD
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FUTURE LAND USE
2013
BUSINESS PARK
COMMERCIAL
DOWNTOWN
DOWNTOWN NEIGHBORHOOD
GATEWAY COMMERCIAL
INDUSTRIAL
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MANUFACTURED HOME
MULTI FAMILY
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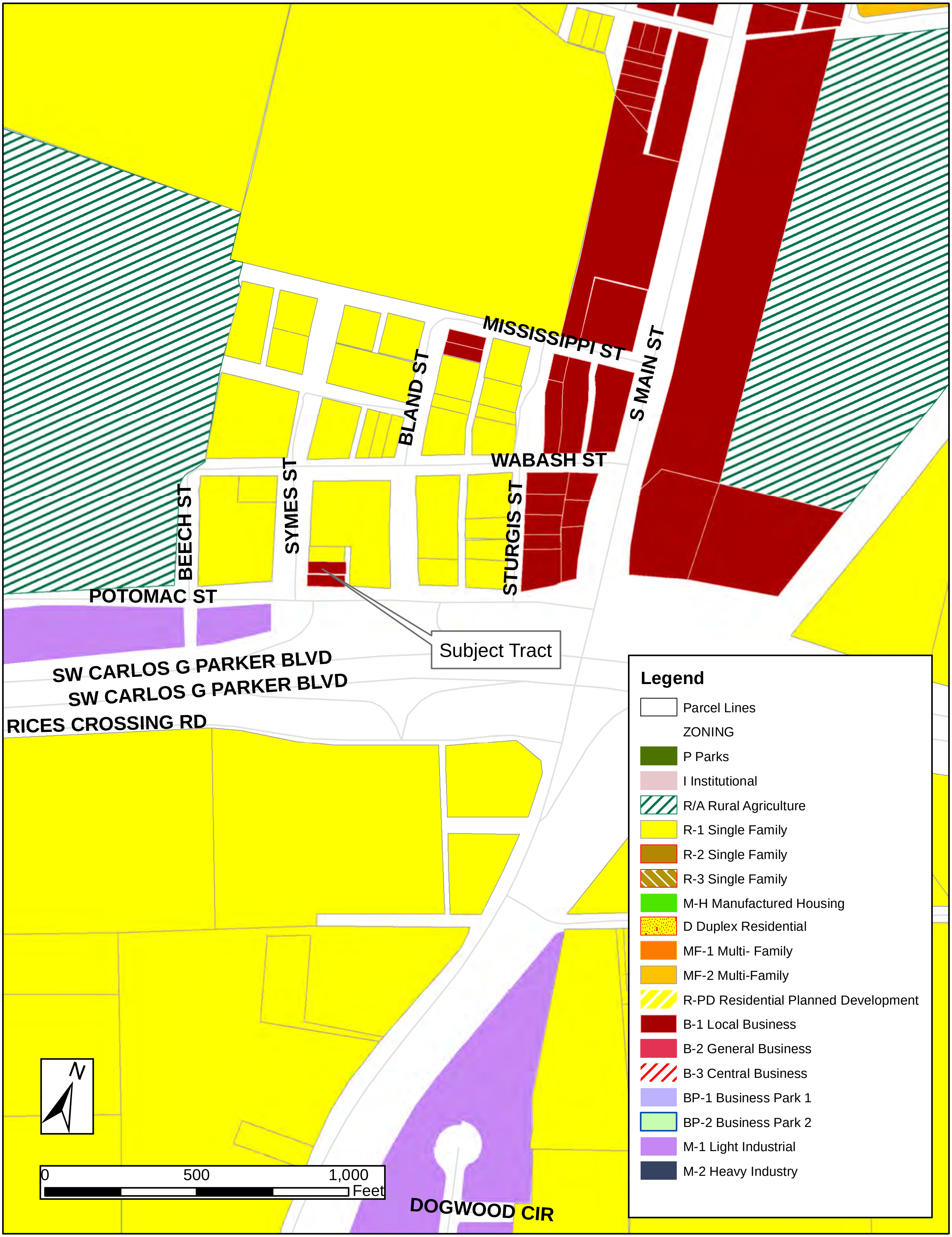
SEMI-PUBLIC/INSTITUTIONAL
AGRICULTURE/OPEN SPACE
ROW
PROPOSED SINGLE FAMILY
PROPOSED COMMERCIAL
2017_City_Limits
Parcels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ZONING
P Parks
I Institutional
R/A Rural Agriculture
R-1 Single Family
R-2 Single Family
R-3 Single Family
M-H Manufactured Housing
D Duplex Residential
MF-1 Multi- Family
MF-2 Multi-Family
R-PD Residential Planned Development
B-1 Local Business
B-2 General Business
B-3 Central Business
BP-1 Business Park 1
BP-2 Business Park 2
M-1 Light Industrial
M-2 Heavy Industry


SAN GABRIEL ST
BLAND ST
WABASH ST
SYMES ST
BEECH ST
Subject Property
POTOMAC ST
ENTR TO SW CARLOS G PARKER BLVD
SW CARLOS G PARKER BLVD
SW CARLOS G PARKER BLVD
EXIT TO RICES CROSSING RD
RICES CROSSING RD
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175
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Feet

City Council Meeting
January 11, 2018

STRATEGIC PILLAR

☐ Streets/Infrastructure

☐ Quality of Life

☒ Economic Vitality

Agenda Item #: **11**

Agenda Title: Receive update on hotel development project.

Council Action to be taken: Receive update.

Department Submitted: Development Services

Staff Contact: Ashley Lumpkin, Director
Nimesh Patel, Developer

1. PURPOSE/DESCRIPTION

The purpose of this item is to receive a project update from the developer on the hotel project.

2. STAFF ANALYSIS AND RECOMMENDATION (Why and How)

Mr. Nimesh Patel, Sadya Capital LLC,is moving forward with his schedule.

- Final site development plan approved on December 14, 2017.
- Per the Amended 380 Agreement, construction must commence within three (3) months of this date.
- Building Permit is pending approval but essentially complete, pending payment of tree mitigation
- General Contractor (GC) final selection, value engineering completion, and closing on the construction loan in December 2017
- Construction completed and secure Certificate of Occupancy by May 31, 2019 (GC will provide a detailed timeline with milestone dates to be shared with Council)

3. FUNDING SOURCE

4. TIMELINE CONSIDERATIONS

- The agreement was amended at the November 9th council meeting as indicated in the attachments to provide a February 28, 2019 Certificate of Occupancy deadline and terminates the contract and further obligation if project is not completed before Feb. 29, 2019. These changes also updated to first taxable year to 2019 and included the caveat that, should the valuation for 2019 tax year fall below what is in the agreement, the developer will return incentives up to that point and forgo continuing incentives until the valuation of the property meets those in the agreement

5. OTHER OPTIONS (In order of preference)

Update only.

6. ATTACHMENTS

11a. Amended 380 Agreement for Hotel
11b. Memorandum of Understanding

SADYA CAPITAL, LLC
AND
THE CITY OF TAYLOR, TEXAS

AMENDED AND RESTATED
CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT

RECITALS:

WHEREAS, the CITY OF TAYLOR, TEXAS, a Texas home rule municipal corporation ("CITY") and SADYA CAPITAL, LLC, a Texas Limited Liability Company ("SADYA") entered into a Chapter 380 Economic Development Agreement dated October 13, 2016, a copy of which is attached hereto as Exhibit "A" and incorporated by reference herein for all purposes, and an Amendment to Chapter 380 Economic Development Agreement dated April 13, 2017, a copy of which is attached hereto as Exhibit "B" and incorporated by reference herein for all purposes; and

WHEREAS, the parties now agree to execute this Amended and Restated Chapter 380 Economic Development Agreement ("Agreement") which will amend and restate the Chapter 380 Economic Development Agreement dated October 13, 2016 and the Amendment to Chapter 380 Economic Development Agreement dated April 13, 2017 as follows:

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

WHEREAS, Chapter 351, Tax Code, authorizes the CITY to expend hotel/motel occupancy tax revenue for the acquisition, lease, construction, improvement, enlarging, maintenance, equipping and operation of a convention center facility which includes civic centers, auditoriums, parking areas, and auditoriums owned or managed by the CITY, and

WHEREAS, the Civic Center (hereinafter defined) to be located in the Hotel (hereinafter defined) will enhance and promote tourism and the hotel and convention industry and will attract visitors from outside the CITY into the CITY or its vicinity; and

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

a. the Hotel shall be a sixty-five (65) or more room business class hotel, whose brand shall be one of the following brands approved by the CITY ("Approved Brand Hotel"), and any other brand name requires separate CITY Council approval;

   La Quinta
   http://www.laquintafranchise.com/

   Holiday Inn Express
   http://development.ihg.com/s/amer-BrochurePDFViewer?brochureOfBrand=holidayinnexpress

   Hampton Inn
   http://www.hiltonworldwide.com/assets/pdfs/prototypes/prototype_hampton.pdf

   Comfort Suites
   http://www.choicehotelsfranchise.com/comforftsuites/prototype/

b. An Approved Brand Hotel in the CITY is required for the economic incentives offered by the CITY in this Agreement. Consequently, SADYA shall be obligated to construct and operate the Hotel using the guidelines and franchise agreements by the Approved Brand Hotel and as required herein;

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

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

e. the Hotel and Civic Center shall be of the type and quality approved by the CITY as a prerequisite condition to this Agreement, which approval shall be granted for the following brands:

La Quinta

Holiday Inn Express

Hampton Inn

Comfort Suites

f. the Hotel and Civic Center shall be constructed on the real property described in Exhibit "A" attached hereto and incorporated by reference herein ("Property");

g. SADYA shall operate the Hotel and Civic Center on the Property as a Hotel business during the term of this Agreement. Notwithstanding, SADYA will be entitled to transfer the benefits accruing to SADYA for the economic incentives, reimbursement grants, and Civic Center rental payments provided in this Agreement to one "Affiliated Entity" for the operation of the Hotel and Civic Center. As used in this Agreement, the term "Affiliated Entity" means any partnership, corporation, company, or legal entity controlled by NIMESH D. PATEL AND DILIP B. PATEL. For purposes of the definition of Affiliated Entity, the term "controlled by" shall mean the majority ownership interest in allowing legal control of the Affiliated Entity. SADYA shall provide information required by the CITY to verify that the Hotel and Civic Center operation is controlled by SADYA or the Affiliated Entity. The CITY will, after verification of the Affiliated Entity ownership, permit the assigned economic incentives, Civic Center rental payments and reimbursement grants to be paid to the Affiliated Entity. Except with respect to the assignment of rights under this Agreement to the Affiliated Entity, SADYA shall not assign this Agreement or any of its rights under this Agreement without the prior written consent of the CITY, which consent shall be at the sole option of the CITY; and

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

i. SADYA shall provide two (2) fire access lanes by either easement or plat dedication with two (2) separate entrances to such fire access lanes from the property immediately to the west of the Property, as shown in Exhibit "C" attached hereto and incorporated by reference herein for all purposes, traversing the Property from East to West on the North side of the Property, by providing an easement for vehicular access, and on the South side of the Property in a manner acceptable to the CITY, allowing the CITY adequate access for fire protection and fire prevention of the Hotel and Property and all improvements located thereon. SADYA shall not be required to construct the connection between the Property and the property immediately to the west until such time as construction of improvements on the property immediately to the west begins. The CITY will notify SADYA when a site plan is proposed for the property immediately to the west. SADYA may construct a crash gate on the north-south road to be constructed along the eastern boundary of the Property to prevent through traffic other than emergency vehicles from using said road as a connection between Carlos G. Parker Blvd. and the CITY property to the north.

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

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

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

AGREEMENT:

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

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

   The CITY Council finds and determines that (i) the CITY is authorized to enter into this Agreement; (ii) Chapter 351, Tax Code, authorizes the expenditure of CITY hotel/motel occupancy tax revenue for the lease, operation and management of the Civic Center; (iii) the use and management of the Civic Center as a municipal civic center is authorized by Chapter 351, Tax Code, which will enhance an promote tourism and the hotel and convention industry and will attract visitors from outside the CITY into the CITY or its vicinity; and (iv) the CITY is authorized to contract for the management of the Civic Center for use as a municipal Civic Center.

   2.1 **Lease.** In consideration of the covenants, agreements, and conditions set forth herein, SADYA does hereby lease, let, demise and rent for the Lease Term and the CITY does hereby rent and lease from SADYA the Civic Center as set forth herein for purposes of a municipal Civic Center.

   2.2. **Rent.** Subject to the continued satisfaction of the terms and conditions of this Agreement by SADYA, and provided SADYA has timely caused completion of construction of the Hotel and Civic Center to occur, and shall not have an uncured default or breach in this Agreement or a related agreement, the CITY shall, during the Lease Term, pay to SADYA or such entity as SADYA shall be authorized to designate in this Agreement, Rent for the use and occupancy of the Civic Center and as consideration for SADYA's management of the Civic Center for the CITY. Any payment made by the CITY hereunder is limited to the extent of the lawfully available funds from the CITY's receipts from the collection of the CITY Hotel Occupancy Tax revenue imposed pursuant to Chapter 351, Tax

Code, attributable to the occupancy of sleeping rooms at the Hotel in the amounts set forth in 4.B below.

2.3 **Lease Term**. The Lease shall be for the term of this Agreement.

2.4 **Rent Payment**. Rent payment shall be according to the terms and provisions of 4.B. below.

2.5. **Conditions of Use.**

(a) **SADYA Exclusive Use.** SADYA shall have exclusive use of the Hotel and Civic Center, except the CITY may use the Civic Center for the purposes of a municipal Civic Center as set forth in 2.5(b).

(b) **CITY Use**. The CITY shall be entitled to use of the Civic Center at least four (4) times each calendar year during the term of this Agreement, unless otherwise agreed by the parties hereto, (each use not to exceed two (2) consecutive days) upon thirty (30) days prior written notice, and at additional times as may be agreed by the parties when available. All other use of the Civic Center shall be at times mutually approved by SADYA and the CITY. SADYA shall provide the use of the Civic Center to the CITY in consideration of the Lease Payment, which shall be deemed to be payment in full for the use of the Civic Center. Any costs of food, setup, cleaning, equipment or furnishings rental, or other services required in the use of the Civic Center shall be paid for by CITY. To the extent any such services are provided by SADYA, such services shall be provided at the cost paid by SADYA for such services, without markup. Uses must conform to the Approved Brand Hotel uses, except that the CITY is not required to use the food and beverage services of the Hotel and Conference Center, if any, and may cater food and beverages during the permitted periods of CITY use.

(c) **Civic Center Standards.** SADYA shall equip and furnish the Civic Center in such a manner that it is readily useable by the CITY as a municipal civic center for the booking of business conventions, meetings, and similar activities. SADYA shall keep and maintain the Civic Center in a good state of appearance and repair (except for reasonable wear and tear) at SADYA's own expense. CITY shall be responsible for, and pay for any damages to, the Civic Center, or promptly repair any such damages that occur during the CITY's use of the Civic Center.

2.6. **Casualty and Condemnation.** If the Hotel and Civic Center are damaged or destroyed by casualty, regardless of the extent of the damage or destruction, SADYA must, subject to the availability of adequate insurance proceeds, within one hundred eighty (180) days from the date of such casualty, commence to repair, reconstruct or replace the damaged or destroyed Hotel and/or Civic Center, as applicable, and pursue the repair, reconstruction, or replacement with reasonable diligence so as to restore the Hotel and Civic Center to substantially the condition it was in before the casualty. In the event SADYA fails to timely repair, restore or reconstruct the Hotel and Civic Center and complete the same, this Agreement and the CITY's obligation to pay any Rent shall terminate. The CITY shall not be obligated to pay Rent during any period for the repair, restoration or reconstruction of the Hotel and Civic Center.

2.7 **Management Duties.** SADYA shall maintain, manage and operate the Civic Center on behalf of the CITY. SADYA will cause the Civic Center to be operated and maintained according to this Agreement. SADYA agrees to provide management services at least equal to those provided for comparable facilities in the Round Rock and Hutto areas.

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

relief provided to the CITY in this Agreement, in law, and under equity.

4. **CITY 380 GRANTS AND CIVIC CENTER RENTAL PAYMENTS.**

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

For a period of five (5) years beginning on January 1, 2019, the CITY will annually reimburse to SADYA a Chapter 380 Payment equal to one hundred percent (100%) of the CITY ad valorem property tax paid on the Hotel, Hotel Property and the personal property owned by SADYA or the Affiliated Entity used in the Hotel for the Hotel business, all of which shall be referenced as the Hotel in the remainder of this Paragraph 4.A.

For the year 2024, the CITY will reimburse to SADYA a Chapter 380 Payment equal to ninety percent (90%) of the CITY ad valorem property tax paid on the Hotel.

For the year 2025, the CITY will reimburse to SADYA a Chapter 380 Payment equal to seventy percent (70%) of the CITY ad valorem property tax paid on the Hotel.

For the year 2026, the CITY will reimburse to SADYA a Chapter 380 Payment equal to fifty percent (50%) of the CITY ad valorem property tax paid on the Hotel.

For the year 2027, the CITY will reimburse to SADYA a Chapter 380 Payment equal to thirty percent (30%) of the CITY ad valorem property tax paid on the Hotel.

For the year 2028, the CITY will reimburse to SADYA a Chapter 380 Payment equal to ten percent (10%) of the CITY ad valorem property tax paid on the Hotel.

B. **Civic Center Rent.** The CITY will pay SADYA monthly rent for the Civic Center as follows:

For a period of five (5) years beginning on the date the Certificate of Occupancy is issued to the Hotel and the Civic Center, the CITY will pay to SADYA a monthly rental payment equal to one hundred percent (100%) of the CITY Hotel Occupancy Tax paid on the Hotel.

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

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

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

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

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

The rental payments shall terminate, if not terminated earlier, on the eleventh (11th) anniversary date from the date the Certificate of Occupancy is issued to the Hotel and Civic Center. The rental payment in the last year, or earlier termination date of this Agreement, shall be prorated to the termination date, if the termination is not at the end of a calendar year.

In the event that the CITY decreases the tax percentage rate of the CITY Hotel Occupancy Tax after the date of this

Agreement, the amount of the rental payments shall continue to be determined based on the CITY Hotel Occupancy Tax percentage rate in effect on the date of this Agreement.

C. In the event the Hotel construction is not commenced by demolition of an existing structure from the Property prior to May 1, 2017, or in the event a Certificate of Occupancy is not issued to the Hotel and Civic Center prior to May 31, 2019, or in the event the Hotel construction cost does not comply with 5.A. below, then in that event this Agreement shall terminate without obligation or liability to the CITY, subject to the provisions of Section 12.

D. Notwithstanding anything stated in this Agreement to the contrary, SADYA must comply with the construction cost required in 5.A. below and must obtain the Hotel and Civic Center Certificate of Occupancy prior to May 31, 2019, and failure to do so shall terminate this Agreement without obligation to the CITY, subject to the provisions of Section 12. Hotel "construction costs" as used in this Agreement in regards to the Hotel and Civic Center shall include all development, engineering, architectural, material, labor, delivery, improvement, installation, and other costs incurred by SADYA or the Affiliated Entity in connection with the construction of the Hotel and Civic Center, including but not limited to costs incurred by SADYA for the building of the Hotel and Civic Center, improvements necessary for access to the Hotel and Civic Center, utilities installation, storm water runoff improvements, loan costs, the purchase price for any real estate and easements necessary or appropriate for the construction of the Hotel and Civic Center, and other similar items paid by SADYA.

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

F. **CASH GRANTS.** The CITY will make an annual cash grant not exceeding Twenty Thousand and No/100 Dollars

($20,000.00) to SAYDA on the same date the CITY is obligated make the CITY ad valorem property tax reimbursement grant to SADYA for the years 2019, 2020, 2021, 2022 and 2023 during the term of this Agreement ("Cash Grants"). The Cash Grant shall be subject to the same valuation requirements for the Hotel, the reduction or termination provisions set forth in this Paragraph 5, and all other conditions of this Agreement. Notwithstanding anything stated herein to the contrary, the Cash Grants shall never exceed One Hundred Thousand and No/100 Dollars ($100,000.00).

G. **INFRASTRUCTURE GRANT.** The CITY will install water and wastewater lines to the Property servicing such Property with one or more water lines and wastewater lines of a size and grade as determined by the CITY ("Lines"). Conditions required for the Infrastructure Grant are the following:

1. The Property and any other property to be serviced by the Lines, must be properly platted with easements required by the CITY allowing installation and maintenance of the Lines in the manner required by the CITY.

2. The cost to be paid by the CITY for the installation of the Lines shall not exceed $105,000.00, and any additional cost for installation of the Lines shall be paid by SADYA.

3. The CITY shall be entitled to and shall require a reimbursement ordinance deemed reasonable and appropriate allowing the CITY to obtain reimbursement of its cost for the Lines by subsequent users of the Lines.

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

A. The Hotel and Civic Center must have a construction cost of no less than Four Million One Hundred Thousand and No/100

Dollars ($4,100,000.00), which shall be verified by the CITY prior to any grant or Civic Center rental payments. In the event the cost is less than Four Million One Hundred Thousand and No/100 Dollars ($4,100,000.00), this Agreement shall terminate with no further obligation or liability on the CITY.

B. In the event the Hotel is valued less than Two Million Seven Hundred Thousand and No/100 Dollars ($2,700,000.00), but more than Two Million Five Hundred Thousand and No/100 Dollars ($2,500,000.00), by the Williamson Central Appraisal District in any one the years of, 2019, 2020, 2021 or 2022 during the term of this Agreement, the CITY ad valorem tax reimbursement grants, Civic Center rental payments and Cash Grants shall be reduced to one-half (1/2) of the amount that would have been allowed in Paragraphs 4.A. (Ad Valorem Tax Reimbursement), 4.B. (Civic Center Rent) and 4.F. (Cash Grants) above. In the event the valuation is less than Two Million Five Hundred Thousand and No/100 Dollars ($2,500,000.00) in any one of the years 2020, 2021, or 2022, all CITY ad valorem tax reimbursement grants (Paragraph 4.A.), Civic Center rental payments (Paragraph 4.B.) and Cash Grants (Paragraph 4.F.) shall terminate until the Hotel and Civic Center value again attains the value required in this Paragraph 5 in the year for which the value is required.

C. In the event the Hotel and Civic Center is valued less than Two Million Nine Hundred Thousand and No/100 Dollars ($2,900,000.00), but more than Two Million Seven Hundred Thousand No/100 Dollars ($2,700,000.00), by the Williamson Central Appraisal District in any one the years of 2023, 2024, or 2025 during the term of this Agreement, all CITY ad valorem property tax reimbursement grants (Paragraph 4.A.), Civic Center rental payments (Paragraph 4.B.) and Cash Grants (Paragraph 4.F.) shall be reduced to one-half (1/2) of the amount that would have been allowed in Paragraphs 4.A., 4.B. and 4.F. above. In the event the valuation is less than Two Million Seven Hundred Thousand and No/100 Dollars ($2,700,000.00) in any one of the years 2023, 2024 or 2025, all CITY ad valorem property tax reimbursement grants, Civic Center rental payments and Cash Grants shall terminate until the Hotel and Civic Center value again complies with the values required in this Paragraph 5.

D. In the event the Hotel and Civic Center is valued less than Three Million One Hundred Thousand and No/100 Dollars ($3,100,000.00), but more than Two Million Nine Hundred Thousand and No/100 Dollars ($2,900,000.00), by the Williamson Central Appraisal District in any one of the years of 2026, 2027, or 2028, during the term of this Agreement, the CITY ad valorem property tax reimbursement grants (Paragraph 4.A.), Civic Center rental payments (Paragraph 4.B) and Cash Grants (Paragraph 4.F.) shall be reduced to one-half (1/2) of the amount that would have been allowed in Paragraphs 4.A., 4.B. and 4.F. above. In the event the valuation is less than Two Million Nine Hundred Thousand Dollars ($2,900,000.00) in any one of the years 2026, 2027, or 2028, all CITY ad valorem tax reimbursement grants (Paragraph 4.A.), Civic Center rental payments (Paragraph 4.B.) and Cash Grants (Paragraph 4.F.) shall terminate until the Hotel and Civic Center value again attains the value required in this Paragraph 5 in the year for which the value is required.

E. All CITY ad valorem tax reimbursement grants (Paragraph 4.A.), Civic Center rental payments (Paragraph 4.B.) and Cash Grants (Paragraph 4.F.) require compliance with the Hotel and Civic Center values required in this Agreement. All CITY ad valorem tax reimbursement grants, Civic Center rental payments and Cash Grants shall be reduced or cease when the values assessed by the Williamson Central Appraisal District fail to meet the values required in this Agreement. The CITY ad valorem tax reimbursement grants, Civic Center rental payments and Cash Grants shall be reinstated when the Williamson Central Appraisal District value shows compliance with the Hotel and Civic Center values required in this Agreement.

F. The Hotel shall:

1. be no less than a sixty-five (65) room Hotel with the Civic Center and strictly comply with the construction,

franchise obligations, and operating requirements of the Approved Brand Hotel;

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

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

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

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

6. SADYA shall provide two (2) fire access lanes by either easement or plat dedication with two (2) separate entrances to such fire access lanes from the property immediately to the west of the Property, as shown in Exhibit "C" attached hereto and incorporated by reference herein for all purposes, traversing the Property from East to West on the North side of the Property, by providing an easement for vehicular access, and on the South side of the Property in a manner acceptable to the CITY, allowing the CITY adequate access for fire protection and fire prevention of the Hotel and Property and all improvements located thereon. SADYA shall not be required to construct the connection between the Property and the property immediately to the west until such time as construction of improvements on the

property immediately to the west begins. The CITY will notify SADYA when a site plan is proposed for the property immediately to the west. SADYA may construct a crash gate on the north-south road to be constructed along the eastern boundary of the Property to prevent through traffic other than emergency vehicles from using said road as a connection between Carlos G. Parker Blvd. and the CITY property to the north.

G. SADYA must commence construction of the Hotel and Civic Center on or before three (3) months from the date the City issues a construction permit to SADYA. The Hotel and Civic Center must obtain a Certificate of Occupancy prior to May 31, 2019. Failure to commence demolition of an existing structure from the Property prior to May 1, 2017, or failure to obtain the Hotel and Civic Center Certificate of Occupancy prior to May 31, 2019, and meet the minimum Civic Center requirements of Paragraph 5.A., or failure to comply with any of the requirements of this Agreement shall terminate this Agreement with no obligation on or liability to the CITY, subject to the provisions of Section 12.

H. The Hotel and Civic Center must have a construction cost of no less than Four Million One Hundred Thousand and No/100 Dollars ($4,100,000.00), which shall be verified by the CITY prior to any grant payments. In the event the cost is less than Four Million One Hundred Thousand and No/100 Dollars ($4,100,000.00), this Agreement shall terminate with no obligation to the CITY.

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

6. With respect to each Chapter 380 Payment for reimbursement of CITY ad valorem property taxes described above, SADYA shall notify the CITY in writing of any sums paid by SADYA to the Williamson County tax collection authority in the form of CITY ad valorem property taxes during the term of this Agreement on or before

February 1 each year during the term of this Agreement (the "Tax Notice"). The CITY's Chapter 380 Payments to SADYA with respect to the CITY ad valorem revenue shall be based on the amount stated in the Tax Notice, which shall be verified by the CITY. Chapter 380 Payments for CITY ad valorem property tax reimbursements shall be paid to SADYA by the CITY on an annual basis for the preceding year, on or before May 1 following the tax year for which they were paid. For example, the first Chapter 380 Payment for CITY ad valorem property tax reimbursement by the CITY to SADYA shall be based on taxes paid for the year 2019, and shall be paid on or before May 1, 2020, and the last such payment shall be based on taxes paid for the year 2028, and shall be paid on or before May 1, 2029, notwithstanding the Termination Date.

With respect to each Civic Center rental payment, the rental payments will be made monthly based on the amount of the CITY Hotel Occupancy Tax actually paid by SADYA to the CITY. The CITY will pay the Civic Center rental payment to SAYDA on or before three (3) months after the CITY received its Hotel Occupancy Tax payment from the Hotel.

With respect to the Cash Grants, the Cash Grants must be requested by SADYA on the same date that SADYA requests its ad valorem tax reimbursement grant and the CITY will pay SADYA the cash grant on the same date that the CITY pays SADYA its ad valorem tax reimbursement grant).

All CITY ad valorem tax reimbursement grants, Civic Center rental payments and Cash Grants shall be subject to adjustments by the CITY based on Hotel and Civic Center values required in this Agreement.

7. **TERM.** This Agreement shall become enforceable upon execution by the CITY and SADYA and shall be effective as of the date of this Agreement. This Agreement shall terminate as to the CITY rental payments for the Civic Center on the last date on which the CITY is obligated to pay monthly rental payments to SADYA for the Civic Center and as to the CITY ad valorem property tax reimbursement on the last date on which the CITY is obligated to reimburse any CITY annual ad valorem property payment to SADYA, and as to the Cash

Grants on the last date the CITY is obligated to pay a Cash Grant unless this Agreement is terminated earlier. Notwithstanding earlier termination, this Agreement shall in no event terminate later than June 1, 2030.

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

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

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

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

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

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

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

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

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

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

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

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

10. **MUTUAL ASSISTANCE.** CITY and SADYA will do all things reasonably necessary or appropriate to carry out the terms and

provisions of this Agreement, and to aid and assist each other in carrying out such terms and provisions in order to put each other in the same economic condition contemplated by this Agreement regardless of any changes in public policy, the law or taxes or assessments attributable to the Hotel or Hotel business or the Civic Center.

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

12. **TERMINATION**. In the event SADYA has not commenced demolition of an existing structure on the Property before May 1, 2017, or if SADYA has not commenced construction of the Hotel and Civic Center on or before three (3) months from the date a construction permit is issued to SADYA by the City or if a Certificate of Occupancy for the Hotel and Civic Center is not issued prior to May 31, 2019, the obligations on the part of both parties shall be deemed terminated and of no further force or effect and this Agreement shall be terminated without liability between the parties. Notwithstanding the foregoing, in the event that SADYA determines that it will not be able to commence demolition of an existing structure from the Property before May 1, 2017, or if SADYA has not commenced construction of the Hotel and Civic Center on or before three (3) months from the date a construction permit is issued to SADYA by the City or if SADYA determines that it will not be able to obtain a Certificate of Occupancy for the Hotel and Civic Center before May 31, 2019, then on or about the 45th day prior to such date, SADYA and the CITY shall meet and discuss whether such deadlines should be extended. Any such extension shall be in the sole discretion of the CITY. If such an extension is granted, and, as applicable, the demolition of an existing structure on the Property has not commenced as of the extension date or the Certificate of Occupancy

for the Hotel and Civic Center has not been issued as of the extension date, then on the extension date the obligations on the part of both parties shall be deemed terminated and of no further force or effect and this Agreement shall be terminated without liability between the parties.

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

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

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

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

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

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

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

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

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

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

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

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

23. **NO JOINT VENTURE.** It is acknowledged and agreed by the parties that the terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the parties. The CITY, its past, present and future officers, elected

officials, representatives, employees and agents do not assume any responsibilities or liabilities to any third party in connection with the Hotel or the Hotel business or the design, construction or operation of any portion of the Hotel or Hotel business.

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

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

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

27. **EXHIBITS**. The following Exhibits are attached and incorporated by reference herein for all purposes:

Exhibit "A":	*Chapter 380 Economic Development Agreement dated October 13, 2016*
Exhibit "B":	*Amendment to Chapter 380 Economic Development Agreement dated April 13, 2017*
Exhibit "C":	*The Property*
Exhibit "D":	*the Condition of Receipt of public subsidies/Agreement Regarding Repayment of Interest.*
Exhibit "E":	*Proposed Access Locations*

Dated this the _____ day of January, 2018.

SADYA CAPITAL, LLC,

a Texas Limited Liability Company

____
By: Nimesh Patel
Its: President

CITY OF TAYLOR, TEXAS,
a home rule City

____
By: ISAAC D. TURNER
Its: City Manager

EXHIBIT A

RECEIVED
NOV 08 2016
BY:

SADYA CAPITAL, LLC
AND
THE CITY OF TAYLOR, TEXAS,
CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT

RECITALS:

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

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

WHEREAS, Chapter 351, Tax Code, authorizes the CITY to expend hotel/motel occupancy tax revenue for the acquisition, lease, construction, improvement, enlarging, maintenance, equipping and operation of a convention center facility which includes civic centers, auditoriums, parking areas, and auditoriums owned or managed by the CITY, and

WHEREAS, the Civic Center (hereinafter defined) to be located in the Hotel (hereinafter defined) will enhance and promote tourism and the hotel and convention industry and will attract visitors from outside the CITY into the CITY or its vicinity; and

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

a. the Hotel shall be a sixty-five (65) or more room business class hotel, whose brand shall be one of the following brands approved by the CITY ("Approved Brand Hotel"), and any other brand name requires separate CITY Council approval;

   La Quinta
   http://www.laquintafranchise.com/

Holiday Inn Express
http://development.ihg.com/s/amer-BrochurePDFViewer?brochureOfBrand=holidayinnexpress

Hampton Inn
http://www.hiltonworldwide.com/assets/pdfs/prototypes/prototype_hampton.pdf

Comfort Suites
http://www.choicehotelsfranchise.com/comforftsuites/prototype/

b. An Approved Brand Hotel in the CITY is required for the economic incentives offered by the CITY in this Agreement. Consequently, SADYA shall be obligated to construct and operate the Hotel using the guidelines and franchise agreements by the Approved Brand Hotel and as required herein;

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

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

e. the Hotel and Civic Center shall be of the type and quality approved by the CITY as a prerequisite condition to this Agreement, which approval shall be granted for the following brands:

La Quinta

Holiday Inn Express

Hampton Inn

Comfort Suites

f. the Hotel and Civic Center shall be constructed on the real property described in Exhibit "A" attached hereto and incorporated by reference herein ("Property");

g. SADYA shall operate the Hotel and Civic Center on the Property as a Hotel business during the term of this Agreement. Notwithstanding, SADYA will be entitled to transfer the benefits accruing to SADYA for the economic incentives, reimbursement grants, and Civic Center rental payments provided in this Agreement to one "Affiliated Entity" for the operation of the Hotel and Civic Center. As used in this Agreement, the term "Affiliated Entity" means any partnership, corporation, company, or legal entity controlled by NIMESH D. PATEL AND DILIP B. PATEL. For purposes of the definition of Affiliated Entity, the term "controlled by" shall mean the majority ownership interest in allowing legal control of the Affiliated Entity. SADYA shall provide information required by the CITY to verify that the Hotel and Civic Center operation is controlled by SADYA or the Affiliated Entity. The CITY will, after verification of the Affiliated Entity ownership, permit the assigned economic incentives, Civic Center rental payments and reimbursement grants to be paid to the Affiliated Entity. Except with respect to the assignment of rights under this Agreement to the Affiliated Entity, SADYA shall not assign this Agreement or any of its rights under this Agreement without the prior written consent of the CITY, which consent shall be at the sole option of the CITY; and

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

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

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

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

AGREEMENT:

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

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

   The CITY Council finds and determines that (i) the CITY is authorized to enter into this Agreement; (ii) Chapter 351, Tax Code, authorizes the expenditure of CITY hotel/motel occupancy tax revenue for the lease, operation and management of the Civic Center; (iii) the use and management of the Civic Center as a municipal civic center is authorized by Chapter 351, Tax Code, which will enhance an promote tourism and the hotel and convention industry and will attract visitors from outside the CITY into the CITY or its vicinity; and (iv) the CITY is authorized to contract for the management of the Civic Center for use as a municipal Civic Center.

   2.1 **Lease.** In consideration of the covenants, agreements, and conditions set forth herein, SADYA does hereby lease, let, demise and rent for the Lease Term and the CITY does hereby rent and lease from SADYA the Civic Center as set forth herein for purposes of a municipal Civic Center.

   2.2. **Rent.** Subject to the continued satisfaction of the terms and conditions of this Agreement by SADYA, and provided SADYA has timely caused completion of construction of the Hotel and Civic Center to occur, and shall not have an uncured default or breach in this Agreement or a related agreement, the CITY shall, during the Lease Term, pay to SADYA or such entity as SADYA shall be authorized to designate in this Agreement, Rent for the use and occupancy of the Civic Center and as consideration for SADYA's management of the Civic Center for the CITY. Any payment made by the CITY hereunder is limited to the extent of the lawfully available funds from the CITY's receipts from the collection of the CITY Hotel Occupancy Tax revenue imposed pursuant to Chapter 351, Tax Code, attributable to the occupancy of sleeping rooms at the Hotel in the amounts set forth in 4.B below.

2.3 **Lease Term.** The Lease shall be for the term of this Agreement.

2.4 **Rent Payment.** Rent payment shall be according to the terms and provisions of 4.B. below.

2.5. **Conditions of Use.**

(a) **SADYA Exclusive Use.** SADYA shall have exclusive use of the Hotel and Civic Center, except the CITY may use the Civic Center for the purposes of a municipal Civic Center as set forth in 2.5(b).

(b) **CITY Use.** The CITY shall be entitled to use of the Civic Center at least four (4) times each calendar year during the term of this Agreement, unless otherwise agreed by the parties hereto, (each use not to exceed two (2) consecutive days) upon thirty (30) days prior written notice, and at additional times as may be agreed by the parties when available. All other use of the Civic Center shall be at times mutually approved by SADYA and the CITY. SADYA shall provide the use of the Civic Center to the CITY in consideration of the Lease Payment, which shall be deemed to be payment in full for the use of the Civic Center. Any costs of food, setup, cleaning, equipment or furnishings rental, or other services required in the use of the Civic Center shall be paid for by CITY. To the extent any such services are provided by SADYA, such services shall be provided at the cost paid by SADYA for such services, without markup.

Uses must conform to the Approved Brand Hotel uses, except that the CITY is not required to use the food and beverage services of the Hotel and Conference Center, if any, and may cater food and beverages during the permitted periods of CITY use.

(c) **Civic Center Standards.** SADYA shall equip and furnish the Civic Center in such a manner that it is readily useable by the CITY as a municipal civic center for the booking of business conventions, meetings, and similar activities. SADYA shall keep and maintain the Civic Center in a good state of appearance and repair (except for reasonable wear and tear) at SADYA's own expense. CITY shall be responsible for, and pay for any damages to, the Civic Center, or promptly repair any such damages that occur during the CITY's use of the Civic Center.

2.6. **Casualty and Condemnation.** If the Hotel and Civic Center are damaged or destroyed by casualty, regardless of the extent of the damage or destruction, SADYA must, subject to the availability of adequate insurance proceeds, within one hundred eighty (180) days from the date of such casualty, commence to repair, reconstruct or replace the damaged or destroyed Hotel and/or Civic Center, as applicable, and pursue the repair, reconstruction, or replacement with reasonable diligence so as to restore the Hotel and Civic Center to substantially the condition it was in before the casualty. In the event SADYA fails to timely repair, restore or reconstruct the Hotel and Civic Center and complete the same, this Agreement and the CITY's obligation to pay any Rent shall terminate. The CITY shall not be obligated to pay Rent during any period for the repair, restoration or reconstruction of the Hotel and Civic Center.

2.7 **Management Duties.** SADYA shall maintain, manage and operate the Civic Center on behalf of the CITY. SADYA will cause the Civic Center to be operated and maintained according to this Agreement. SADYA agrees to provide management services at least equal to those provided for comparable facilities in the Round Rock and Hutto areas.

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

4. **CITY 380 GRANTS AND CIVIC CENTER RENTAL PAYMENTS.**

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

   For a period of five (5) years beginning on January 1, 2019, the CITY will annually reimburse to SADYA a Chapter 380 Payment equal to one hundred percent (100%) of the CITY ad valorem property tax paid on the Hotel, Hotel Property and the personal property owned by SADYA or the Affiliated Entity used in the Hotel for the Hotel business, all of which shall be referenced as the Hotel in the remainder of this Paragraph 4.A.

   For the year 2024, the CITY will reimburse to SADYA a Chapter 380 Payment equal to ninety percent (90%) of the CITY ad valorem property tax paid on the Hotel.

   For the year 2025, the CITY will reimburse to SADYA a Chapter 380 Payment equal to seventy percent (70%) of the CITY ad valorem property tax paid on the Hotel.

   For the year 2026, the CITY will reimburse to SADYA a Chapter 380 Payment equal to fifty percent (50%) of the CITY ad valorem property tax paid on the Hotel.

   For the year 2027, the CITY will reimburse to SADYA a Chapter 380 Payment equal to thirty percent (30%) of the CITY ad valorem property tax paid on the Hotel.

For the year 2028, the CITY will reimburse to SADYA a Chapter 380 Payment equal to ten percent (10%) of the CITY ad valorem property tax paid on the Hotel.

B. **Civic Center Rent.** The CITY will pay SADYA monthly rent for the Civic Center as follows:

For a period of five (5) years beginning on the date the Certificate of Occupancy is issued to the Hotel and the Civic Center, the CITY will pay to SADYA a monthly rental payment equal to one hundred percent (100%) of the CITY Hotel Occupancy Tax paid on the Hotel.

Beginning on the sixth (6^{th}) anniversary date from the date the Certificate of Occupancy is issued, the CITY will pay to SADYA a monthly rental payment equal to ninety percent (90%) of the CITY Hotel Occupancy tax paid on the Hotel.

Beginning on the seventh (7^{th}) anniversary date from the date the Certificate of Occupancy is issued, the CITY will pay to SADYA a monthly rental payment equal to seventy percent (70%) of the CITY Hotel Occupancy Tax paid on the Hotel.

Beginning on the eighth (8^{th}) anniversary date from the date the Certificate of Occupancy is issued, the CITY will pay to SADYA a monthly rental payment equal to fifty percent (50%) of the CITY Hotel Occupancy Tax paid on the Hotel.

Beginning on the ninth (9^{th}) anniversary date from the date the Certificate of Occupancy is issued, the CITY will pay to SADYA a monthly rental payment equal to thirty percent (30%) of the CITY Hotel Occupancy Tax paid on the Hotel.

Beginning on the tenth (10^{th}) anniversary date from the date the Certificate of Occupancy is issued, the CITY will pay to SADYA a monthly rental payment equal to ten percent (10%) of the CITY Hotel Occupancy tax paid on the Hotel.

The rental payments shall terminate, if not terminated earlier, on the eleventh (11^{th}) anniversary date from the date the Certificate of Occupancy is issued to the Hotel and Civic

Center. The rental payment in the last year, or earlier termination date of this Agreement, shall be prorated to the termination date, if the termination is not at the end of a calendar year.

In the event that the CITY decreases the tax percentage rate of the CITY Hotel Occupancy Tax after the date of this Agreement, the amount of the rental payments shall continue to be determined based on the CITY Hotel Occupancy Tax percentage rate in effect on the date of this Agreement.

C. In the event the Hotel construction is not commenced on the Property with a permit allowing the construction prior to May 1, 2017, or in the event a Certificate of Occupancy is not issued to the Hotel and Civic Center prior to June 1, 2018, or in the event the Hotel construction cost does not comply with 5.A. below, then in that event this Agreement shall terminate without obligation or liability to the CITY, subject to the provisions of Section 12.

D. Notwithstanding anything stated in this Agreement to the contrary, SADYA must comply with the construction cost required in 5.A. below and must obtain the Hotel and Civic Center Certificate of Occupancy prior to June 1, 2018, and failure to do so shall terminate this Agreement without obligation to the CITY, subject to the provisions of Section 12. Hotel "construction costs" as used in this Agreement in regards to the Hotel and Civic Center shall include all development, engineering, architectural, material, labor, delivery, improvement, installation, and other costs incurred by SADYA or the Affiliated Entity in connection with the construction of the Hotel and Civic Center, including but not limited to costs incurred by SADYA for the building of the Hotel and Civic Center, improvements necessary for access to the Hotel and Civic Center, utilities installation, storm water runoff improvements, loan costs, the purchase price for any real estate and easements necessary or appropriate for the construction of the Hotel and Civic Center, and other similar items paid by SADYA.

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

F. **CASH GRANTS.** The CITY will make an annual cash grant not exceeding Twenty Thousand and No/100 Dollars ($20,000.00) to SAYDA on the same date the CITY is obligated make the CITY ad valorem property tax reimbursement grant to SADYA for the years 2019, 2020, 2021, 2022 and 2023 during the term of this Agreement ("Cash Grants"). The Cash Grant shall be subject to the same valuation requirements for the Hotel, the reduction or termination provisions set forth in this Paragraph 5, and all other conditions of this Agreement. Notwithstanding anything stated herein to the contrary, the Cash Grants shall never exceed One Hundred Thousand and No/100 Dollars ($100,000.00).

G. **INFRASTRUCTURE GRANT.** The CITY will install water and wastewater lines to the Property servicing such Property with one or more water lines and wastewater lines of a size and grade as determined by the CITY ("Lines"). Conditions required for the Infrastructure Grant are the following:

1. The Property and any other property to be serviced by the Lines, must be properly platted with easements required by the CITY allowing installation and maintenance of the Lines in the manner required by the CITY.

2. The cost to be paid by the CITY for the installation of the Lines shall not exceed $105,000.00, and any additional cost for installation of the Lines shall be paid by SADYA.

3. The CITY shall be entitled to and shall require a reimbursement ordinance deemed reasonable and appropriate allowing the CITY to obtain reimbursement of its cost for the Lines by subsequent users of the Lines.

5. **REQUIRED CONDITIONS TO 380 GRANTS AND RENTAL PAYMENTS.** Notwithstanding anything stated in this Agreement to the contrary, grant payments and rental payments are conditioned

upon SADYA'S compliance with this Agreement and are also subject to and conditioned upon, as conditions precedent and subsequent to, the following:

A. The Hotel and Civic Center must have a construction cost of no less than Four Million One Hundred Thousand and No/100 Dollars ($4,100,000.00), which shall be verified by the CITY prior to any grant or Civic Center rental payments. In the event the cost is less than Four Million One Hundred Thousand and No/100 Dollars ($4,100,000.00), this Agreement shall terminate with no further obligation or liability on the CITY.

B. In the event the Hotel is valued less than Two Million Seven Hundred Thousand and No/100 Dollars ($2,700,000.00), but more than Two Million Five Hundred Thousand and No/100 Dollars ($2,500,000.00), by the Williamson Central Appraisal District in any one the years of, 2019, 2020, 2021 or 2022 during the term of this Agreement, the CITY ad valorem tax reimbursement grants, Civic Center rental payments and Cash Grants shall be reduced to one-half (1/2) of the amount that would have been allowed in Paragraphs 4.A. (Ad Valorem Tax Reimbursement), 4.B. (Civic Center Rent) and 4.F. (Cash Grants) above. In the event the valuation is less than Two Million Five Hundred Thousand and No/100 Dollars ($2,500,000.00) in any one of the years 2019, 2020, 2021, or 2022, all CITY ad valorem tax reimbursement grants (Paragraph 4.A.), Civic Center rental payments (Paragraph 4.B.) and Cash Grants (Paragraph 4.F.) shall terminate until the Hotel and Civic Center value again attains the value required in this Paragraph 5 in the year for which the value is required.

C. In the event the Hotel and Civic Center is valued less than Two Million Nine Hundred Thousand and No/100 Dollars ($2,900,000.00), but more than Two Million Seven Hundred Thousand No/100 Dollars ($2,700,000.00), by the Williamson Central Appraisal District in any one the years of 2023, 2024, or 2025 during the term of this Agreement, all CITY ad valorem property tax reimbursement grants (Paragraph 4.A.), Civic Center rental payments (Paragraph 4.B.) and Cash Grants (Paragraph 4.F.) shall be reduced to one-half (1/2) of the amount that would have been allowed in Paragraphs 4.A., 4.B. and 4.F. above. In the event the valuation is less than Two Million Seven Hundred Thousand and No/100 Dollars ($2,700,000.00) in any one of the years 2023, 2024 or 2025, all CITY ad valorem property tax reimbursement grants, Civic Center rental payments and Cash Grants shall terminate until the Hotel and Civic Center value again complies with the values required in this Paragraph 5.

D. In the event the Hotel and Civic Center is valued less than Three Million One Hundred Thousand and No/100 Dollars ($3,100,000.00), but more than Two Million Nine Hundred Thousand and No/100 Dollars ($2,900,000.00), by the Williamson Central Appraisal District in any one of the years of 2026, 2027, or 2028, during the term of this Agreement, the CITY ad valorem property tax reimbursement grants (Paragraph 4.A.), Civic Center rental payments (Paragraph 4.B) and Cash Grants (Paragraph 4.F.) shall be reduced to one-half (1/2) of the amount that would have been allowed in Paragraphs 4.A., 4.B. and 4.F. above. In the event the valuation is less than Two Million Nine Hundred Thousand Dollars ($2,900,000.00) in any one of the years 2026, 2027, or 2028, all CITY ad valorem tax reimbursement grants (Paragraph 4.A.), Civic Center rental payments (Paragraph 4.B.) and Cash Grants (Paragraph 4.F.) shall terminate until the Hotel and Civic Center value again attains the value required in this Paragraph 5 in the year for which the value is required.

E. All CITY ad valorem tax reimbursement grants (Paragraph 4.A.), Civic Center rental payments (Paragraph 4.B.) and Cash Grants (Paragraph 4.F.) require compliance with the Hotel and Civic Center values required in this Agreement. All CITY ad valorem tax reimbursement grants, Civic Center rental payments and Cash Grants shall be reduced or cease when the values assessed by the Williamson Central Appraisal District fail to meet the values required in this Agreement. The CITY ad valorem tax reimbursement grants, Civic Center rental payments and Cash Grants shall be reinstated when the Williamson Central Appraisal District value shows compliance with the Hotel and Civic Center values required in this Agreement.

F. The Hotel shall:

1. be no less than a sixty-five (65) room Hotel with the Civic Center and strictly comply with the construction, franchise obligations, and operating requirements of the Approved Brand Hotel;

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

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

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

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

G. The Hotel and Civic Center must obtain a Certificate of Occupancy prior to June 1, 2018. Failure to begin construction on the Property prior to May1, 2017, or failure to obtain the Hotel and Civic Center Certificate of Occupancy prior to June 1, 2018 and meet the minimum Civic Center requirements of Paragraph 5.A., or failure to comply with any of the requirements of this Agreement shall terminate this Agreement with no obligation on or liability to the CITY, subject to the provisions of Section 12.

H. The Hotel and Civic Center must have a construction cost of no less than Four Million One Hundred Thousand and No/100 Dollars ($4,100,000.00), which shall be verified by the CITY prior to any grant payments. In the event the cost is less than Four Million One Hundred Thousand and No/100 Dollars ($4,100,000.00), this Agreement shall terminate with no obligation to the CITY.

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

6. With respect to each Chapter 380 Payment for reimbursement of CITY ad valorem property taxes described above, SADYA shall notify the CITY in writing of any sums paid by SADYA to the Williamson County tax collection authority in the form of CITY ad valorem property taxes during the term of this Agreement on or before February 1 each year during the term of this Agreement (the "Tax Notice"). The CITY's Chapter 380 Payments to SADYA with respect to the CITY ad valorem revenue shall be based on the amount stated in the Tax Notice, which shall be verified by the CITY. Chapter 380 Payments for CITY ad valorem property tax reimbursements shall be paid to SADYA by the CITY on an annual basis for the preceding year, on or before May 1 following the tax year for which they were paid. For example, the first Chapter 380 Payment for CITY ad valorem property tax reimbursement by the CITY to SADYA shall be based on taxes paid for the year 2019, and shall be paid on or before May 1, 2020, and the last such payment shall be based on taxes paid for the year 2029, and shall be paid on or before May 1, 2030, notwithstanding the Termination Date.

With respect to each Civic Center rental payment, the rental payments will be made monthly based on the amount of the CITY Hotel Occupancy Tax actually paid by SADYA to the CITY. The CITY will pay the Civic Center rental payment to SAYDA on or before three (3) months after the CITY received its Hotel Occupancy Tax payment from the Hotel.

With respect to the Cash Grants, the Cash Grants must be requested by SADYA on the same date that SADYA requests its ad valorem tax reimbursement grant and the CITY will pay SADYA the cash grant on the same date that the CITY pays SADYA its ad valorem tax reimbursement grant).

All CITY ad valorem tax reimbursement grants, Civic Center rental payments and Cash Grants shall be subject to adjustments by the CITY based on Hotel and Civic Center values required in this Agreement.

7. **TERM.** This Agreement shall become enforceable upon execution by the CITY and SADYA and shall be effective as of the date of this Agreement. This Agreement shall terminate as to the CITY rental payments for the Civic Center on the last date on which the CITY is obligated to pay monthly rental payments t to SADYA for the Civic Center and as to the CITY ad valorem property tax reimbursement on the last date on which the CITY is obligated to reimburse any CITY annual ad valorem property payment to SADYA, and as to the Cash Grants on the last date the CITY is obligated to pay a Cash Grant unless this Agreement is terminated earlier. Notwithstanding earlier termination, this Agreement shall in no event terminate later than June 1, 2030.

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

9. **COVENANTS, WARRANTIES, OBLIGATIONS AND DUTIES.** SADYA makes, and shall require an Affiliated Entity to make, the following covenants and warranties to the CITY, and agrees to timely and fully perform the following obligations and duties. Any false or substantially misleading statement contained herein or failure to timely and fully perform as required in this Agreement shall be an act

of default by SADYA. Failure to comply with any one covenant or warranty shall constitute an act of default by SADYA.

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

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

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

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

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

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

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

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

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

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

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

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

12. **TERMINATION.** In the event SADYA has not obtained a building permit and commenced site work on the Hotel Property for construction of the Hotel before May 1, 2017 or if a Certificate of Occupancy for the Hotel and Civic Center is not issued prior to June 1, 2018, the obligations on the part of both parties shall be deemed

terminated and of no further force or effect and this Agreement shall be terminated without liability between the parties. Notwithstanding the foregoing, in the event that SADYA determines that it will not be able to obtain a building permit and commence construction of the Hotel before May 1, 2017, or if SADYA determines that it will not be able to obtain a Certificate of Occupancy for the Hotel and Civic Center before June 1, 2018, then on or about the 45th day prior to such date, SADYA and the CITY shall meet and discuss whether such deadlines should be extended. Any such extension shall be in the sole discretion of the CITY. If such an extension is granted, and, as applicable, the building permit and construction has not commenced as of the extension date or the Certificate of Occupancy for the Hotel and Civic Center has not been issued as of the extension date, then on the extension date the obligations on the part of both parties shall be deemed terminated and of no further force or effect and this Agreement shall be terminated without liability between the parties.

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

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

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

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

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

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

IF TO THE CITY: CITY OF TAYLOR, TEXAS
City Manager
400 Porter Street
Taylor, Texas 76574

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

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

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

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

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

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

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

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

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

27. **EXHIBITS.** The following Exhibits are attached and incorporated by reference herein for all purposes:

Exhibit "A": *The Property*

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

Dated this the 13th day of October, 2016.

SADYA CAPITAL, LLC,

a Texas Limited Liability Company

By:
Its: President

CITY OF TAYLOR, TEXAS,
a home rule City

Isaac D. Turner

By: ISAAC D. TURNER
Its: City Manager

EXHIBIT "B"

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

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

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

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

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

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

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

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

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

CITY OF TAYLOR, TEXAS	SADYA CAPITAL, LLC
Isaac D. Turner	
By: ISAAC D. TURNER	By:
Its: CITY MANAGER	Its:

EXHIBIT B

AMENDMENT TO
CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN
SADYA CAPITAL, LLC
AND
THE CITY OF TAYLOR, TEXAS
DATED OCTOBER 13, 2016

A Chapter 380 Economic Development Agreement ("Agreement") was entered into by and between the CITY OF TAYLOR, TEXAS, a Texas home rule municipal corporation and SADYA CAPITAL, LLC, a Texas Limited Liability Company, hereinafter collectively referred to as "Parties", on October 13, 2016, for the construction of a Hotel, as defined in the Agreement.

The Parties to the Agreement desire to amend the Agreement in the following manner:

1. Paragraph 4.C. of the Agreement presently states the following:

   "In the event the Hotel construction is not commenced on the Property with a permit allowing the construction prior to May 1, 2017, or in the event a Certificate of Occupancy is not issued to the Hotel and Civic Center prior to June 1, 2018, or in the event the Hotel construction cost does not comply with 5.A. below, then in that event this Agreement shall terminate without obligation or liability to the CITY, subject to the provisions of Section 12."

   Paragraph 4.C. is hereby amended to read as follows:

   "In the event the Hotel construction is not commenced by demolition of an existing structure from the Property prior to May 1, 2017, or in the event a Certificate of Occupancy is not issued to the Hotel and Civic Center prior to June 1, 2018, or in the event the Hotel construction cost does not comply with 5.A. below, then in that event this Agreement shall terminate without obligation or liability to the CITY, subject to the provisions of Section 12."

2. Paragraph 5.G. of the Agreement presently states the following:

"The Hotel and Civic Center must obtain a Certificate of Occupancy prior to June 1, 2018. Failure to begin construction on the Property prior to May 1, 2017, or failure to obtain the Hotel and Civic Center Certificate of Occupancy prior to June 1, 2018 and meet the minimum Civic Center requirements of Paragraph 5.A., or failure to comply with any of the requirements of this Agreement shall terminate this Agreement with no obligation on or liability to the CITY, subject to the provisions of Section 12."

Paragraph 5.G. is hereby amended to read as follows:

"The Hotel and Civic Center must obtain a Certificate of Occupancy prior to June 1, 2018. Failure to commence demolition of an existing structure from the Property prior to May 1, 2017, or failure to obtain the Hotel and Civic Center Certificate of Occupancy prior to June 1, 2018, and meet the minimum Civic Center requirements of Paragraph 5.A., or failure to comply with any of the requirements of this Agreement shall terminate this Agreement with no obligation on or liability to the CITY, subject to the provisions of Section 12."

3. Paragraph 12. of the Agreement presently states the following:

"In the event SADYA has not obtained a building permit and commenced site work on the Hotel Property for construction of the Hotel before May 1, 2017 or if a Certificate of Occupancy for the Hotel and Civic Center is not issued prior to June 1, 2018, the obligations on the part of both parties shall be deemed terminated and of no further force or effect and this Agreement shall be terminated without liability between the parties. Notwithstanding the foregoing, in the event that SADYA determines that it will not be able to obtain a building permit and commence construction of the Hotel before May 1, 2017, or if SADYA determines that it will not be able to obtain a Certificate of Occupancy for the Hotel and Civic Center before June 1, 2018, then on or about the 45th day prior to such date, SADYA and the CITY shall meet and discuss whether such deadlines should be extended. Any such extension shall be in the sole discretion of the CITY. If such an extension is granted, and, as applicable, the building permit and construction has not commenced as of the extension date or the Certificate of Occupancy for the Hotel and Civic Center has not been issued as of the extension date, then on the extension date the obligations on the part of both parties shall be deemed terminated and of no further force or effect and this Agreement shall be terminated without liability between the parties."

Paragraph 12. is hereby amended to read as follows:

"In the event SADYA has not commenced demolition of an existing structure on the Property before May 1, 2017, or if a Certificate of Occupancy for the Hotel and Civic Center is not issued prior to June 1, 2018, the obligations on the part of both parties shall be deemed terminated and of no further force or effect and this Agreement shall be terminated without liability between the parties. Notwithstanding the foregoing, in the event that SADYA determines that it will not be able to commence demolition of an existing structure from the Property before May 1, 2017, or if SADYA determines that it will not be able to obtain a Certificate of Occupancy for the Hotel and Civic Center before June 1, 2018, then on or about the 45th day prior to such date, SADYA and the CITY shall meet and discuss whether such deadlines should be extended. Any such extension shall be in the sole discretion of the CITY. If such an extension is granted, and, as applicable, the demolition of an existing structure on the Property has not commenced as of the extension date or the Certificate of Occupancy for the Hotel and Civic Center has not been issued as of the extension date, then on the extension date the obligations on the part of both parties shall be deemed terminated and of no further force or effect and this Agreement shall be terminated without liability between the parties."

4. The Parties to the Agreement failed to attach Exhibit "A" to the Agreement describing the Property within the Agreement. The Property described in Exhibit "A" attached to this Amendment is the Property referenced as "Property" in the Agreement and is also incorporated by reference into the Agreement for all purposes.

This Amendment is dated and effective the 13th day of April, 2017.

SADYA CAPITAL, LLC,

a Texas Limited Liability Company

By: Nimesh D Patel
Its: President

CITY OF TAYLOR, TEXAS,
a home rule City

By: ISAAC D. TURNER
Its: City Manager

EXHIBIT A

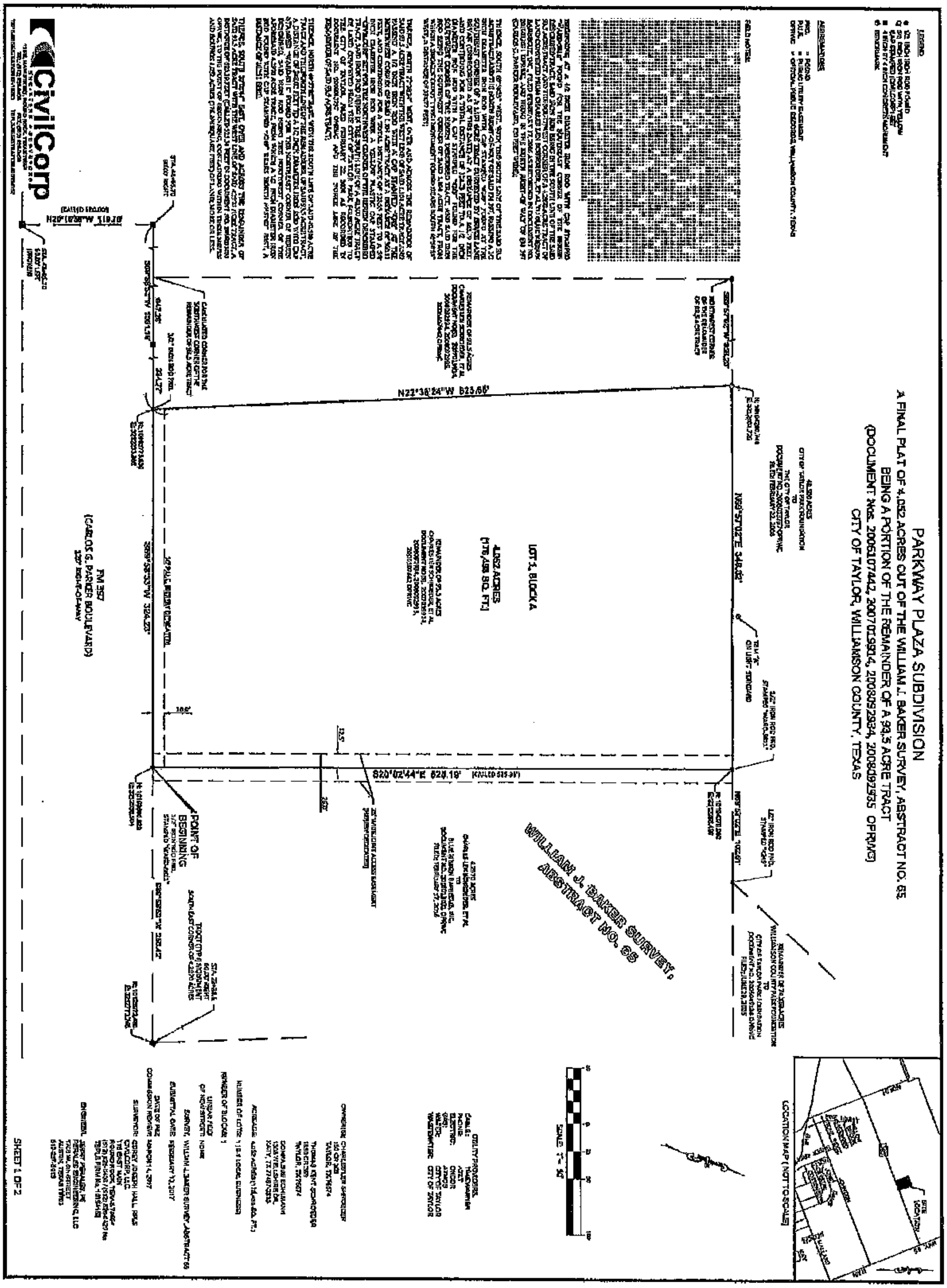

PARKWAY PLAZA SUBDIVISION
A FINAL PLAT OF 4.052 ACRES OUT OF THE WILLIAM J. BAKER SURVEY, ABSTRACT NO. 65
BEING A PORTION OF THE REMAINDER OF A 93.5 ACRE TRACT
(DOCUMENT Nos. 2006107442, 2007015814, 2008052324, 2008092535 OPRWC)
CITY OF TAYLOR, WILLIAMSON COUNTY, TEXAS
LOT 1, BLOCK A
4.052 ACRES
WILLIAM J. BAKER SURVEY, ABSTRACT NO. 65
POINT OF BEGINNING
FM 397
(CARLOS G. PARKER BOULEVARD)
CivilCorp
SHEET 1 OF 2

EXHIBIT "C"

Lot 1, Block A of PARKWAY PLAZA SUBDIVISION, a subdivision in Williamson County, Texas, according to the map or plat thereof recorded under Document No. 2017020343, Official Public Records, Williamson County, Texas.

EXHIBIT "D"

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

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

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

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

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

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

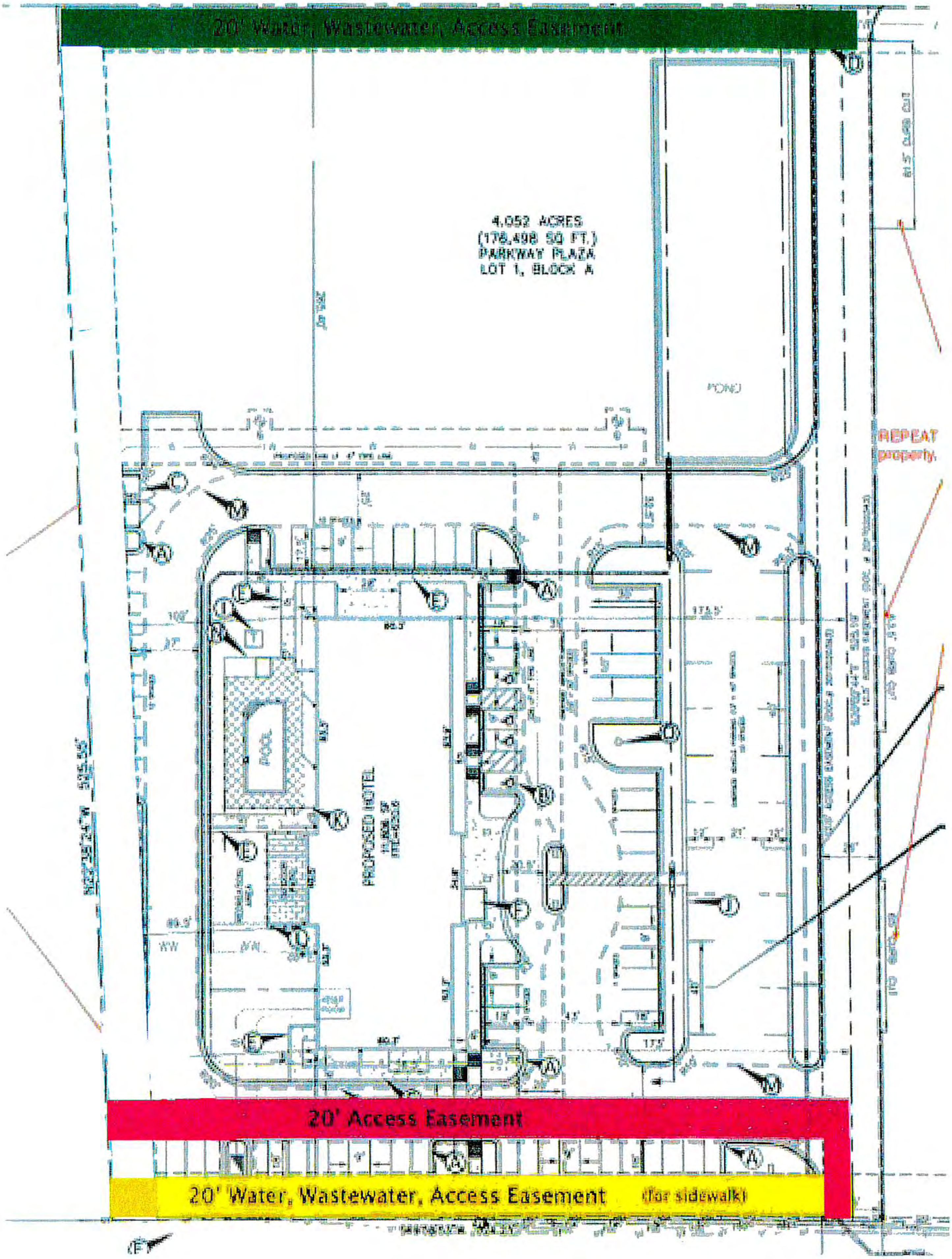
Interest on the public subsidy as referenced above shall not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law; any interest in excess of that maximum amount shall be credited on the repayment or, if that has been paid, refunded.

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

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

CITY OF TAYLOR, TEXAS	SADYA CAPITAL, LLC
____________________	____________________
By: ISAAC D. TURNER	By:
Its: CITY MANAGER	Its:

EXHIBIT "E"


20' Water, Wastewater, Access Easement
4.052 ACRES
(176,498 SQ FT.)
PARKWAY PLAZA
LOT 1, BLOCK A
POND
REPEAT
property
POOL
PROPOSED HOTEL
20' Access Easement
20' Water, Wastewater, Access Easement (for sidewalk)

MEMORANDUM OF UNDERSTANDING AND AGREEMENT
BETWEEN
SADYA CAPITAL, LLC
AND
THE CITY OF TAYLOR, TEXAS

RECITALS:

This Memorandum of Understanding and Agreement is by and between the CITY OF TAYLOR, TEXAS, a Texas home rule municipal corporation ("CITY") and SADYA CAPITAL, LLC, a Texas Limited Liability Company ("SADYA") regarding the Amended and Restated Chapter 380 Economic Development Agreement dated November 9, 2017, a copy of which is attached hereto as **Exhibit "A"** and incorporated by reference herein ("Restated Agreement").

WHEREAS, CITY and SADYA entered into a Chapter 380 Economic Development Agreement ("Agreement") for the development of a Hotel, as defined within the Agreement; and

WHEREAS, the Agreement was amended effective April 13, 2017 ("Amendment"); and

WHEREAS, the Restated Agreement restated the Agreement and Amendment and provided additional amendments to the Agreement; and

WHEREAS, this Memorandum of Understanding and Agreement ("Memorandum") interprets and clarifies the intent and meaning of portions of the Restated Agreement.

THEREFORE, CITY and SADYA desire to implement this Memorandum of Understanding and Agreement regarding enforcement of various provisions contained in the Restated Agreement as hereinafter set out.

H. The South Access Lane shall be surveyed by SADYA and the field notes shall be used to describe the South Access Lane Easement Agreement form attached hereto as **Exhibit "D"**.

J. The CITY shall approve the South Access Lane legal description as surveyed and upon approval, SADYA will file the South Access Lane easement using the approved description in the County Clerk's Office of Williamson County, Texas.

K. SADYA shall not be required to construct the North Access Lane entrance to the Western Property or the South Access Lane entrance to the Western Property until SADYA is notified by CITY that CITY has received a site plan for construction of improvements on the Western Property.

L. SADYA agrees to construct the North Access Lane entrance and North Access Drive and South Access Lane entrance after notification of a proposed site plan on the Western Property.

4. **Water and Wastewater Easements**

A. Water and wastewater easements shall be granted to CITY on the north boundary of the Property ("North Water and Wastewater Easement") and the southern boundary of the Property ("South Water and Wastewater Easement"), as depicted in **Exhibit "B"**.

B. The North Water and Wastewater Easement shall have the same legal description as the North Access Lane and shall be conveyed to CITY in the North Water and Wastewater Easement form attached hereto as **Exhibit "E"** and incorporated by reference herein.

C. The South Water and Wastewater Easement location shall be surveyed by SADYA, and upon approval of the legal description SADYA shall grant and convey the South Water and Wastewater Easement to CITY using the form in **Exhibit "E"** and incorporated by reference herein.

5. **Sidewalk and Pedestrian Easement**

A. SADYA shall grant CITY a sidewalk and a pedestrian access easement ("Sidewalk and Pedestrian Access Easement") over the same property described in the South Water and Wastewater Easement.

B. The Sidewalk and Pedestrian Access Easement shall be in the form attached hereto as **Exhibit "F"** and incorporated by reference herein.

The general terms and provisions of the Restated Agreement shall be applicable to this Memorandum except as clarified and interpreted herein.

Dated this the 5th day of January, 2018.

SADYA CAPITAL, LLC,
a Texas Limited Liability Company

By: Nimesh D. Patel
Its: President

CITY OF TAYLOR, TEXAS,
a home rule City

By: ISAAC D. TURNER
Its: City Manager

EXHIBIT "A"

EXHIBIT "B"

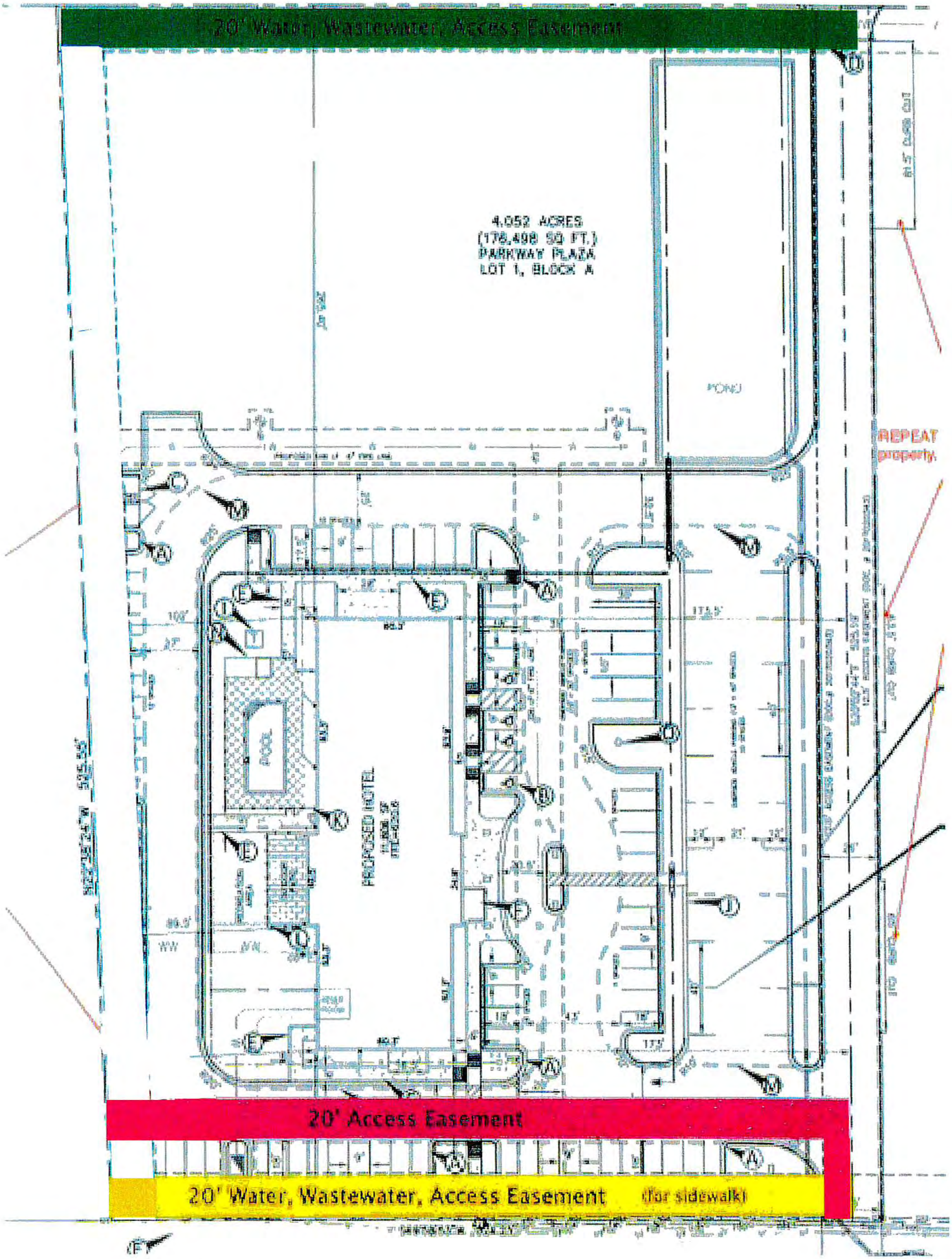

20' Water, Wastewater, Access Easement
4.052 ACRES
(176,498 SQ FT.)
PARKWAY PLAZA
LOT 1, BLOCK A
POND
REPEAT
property
POOL
PROPOSED HOTEL
20' Access Easement
20' Water, Wastewater, Access Easement (for sidewalk)

EXHIBIT "C"

NORTH ACCESS LANE EASEMENT AGREEMENT

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.

Date: January ____, 2018

Grantor: SADYA CAPITAL, LLC, a Texas Limited Liability Company

Grantor's Mailing Address (including County):

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

Grantee: CITY OF TAYLOR, TEXAS, a Home Rule Municipal Political Subdivision of the State of Texas

Grantee's Mailing Address (including County):

CITY OF TAYLOR, TEXAS
400 Porter Street
Taylor, Williamson County, Texas 76574

Grantor's Property:

Lot 1, Block "A", of PARKWAY PLAZA SUBDIVISION, a subdivision in Williamson County, Texas, according to the map or plat thereof recorded under Document No. 2017020343, Official Public Records, Williamson County, Texas.

Easement Property:

See Exhibit “A”, attached hereto and incorporated herein by reference. ("North Access Lane Easement")

Easement Purpose:

Grantor, for the Consideration, grants, sells and conveys to Grantee a perpetual non-exclusive, irrevocable access easement for free and uninterrupted vehicular and pedestrian traffic over and across the Easement Property. This Easement is for the benefit of, and may be used by Grantee for access between Grantor’s Property and the real property situated immediately north, east and west of Grantor’s Property. Grantee shall have the right to construct and maintain access drives within the Easement Area.

Consideration:

Good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor.

Reservations from Conveyance: None

Exceptions to Warranty: None

Grant of Easement:

Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, grants, sells, and conveys to Grantee and Grantee’s successors and assigns an easement over, on, and across the Easement Property for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the “Easement”), to have and to hold the Easement to Grantee and Grantee’s successors and assigns forever. Grantor binds Grantor and Grantor’s successors and assigns to warrant and forever defend the title to the Easement in Grantee and Grantee’s successors and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part of the Easement, except as to the Reservations from Conveyance and Exceptions to Warranty.

Terms and Conditions:

The following terms and conditions apply to the Easement granted by this Easement Agreement:

1. ***Character of Easement.*** The Easement is non-exclusive and irrevocable. The Easement is for the benefit of Grantee and Grantee's successors and assigns ("Holder").

2. ***Reservation of Rights. Equitable Rights of Enforcement.*** This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this Agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

3. ***Binding Effect.*** This Agreement binds and inures to the benefit of the parties and their respective successors and permitted assigns.

4. ***Choice of Law.*** This Agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.

5. ***Counterparts.*** This Agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

6. ***Waiver of Default.*** It is not a waiver of or consent to default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Agreement does not preclude pursuit of other remedies in this Agreement or provided by law.

7. ***Further Assurances.*** Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this Agreement and all transactions contemplated by this Agreement.

8. ***Integration.*** This Agreement contains the complete Agreement of the parties and cannot be varied except by written Agreement of the parties. The parties agree that there are no oral Agreements, representations, or warranties that are not expressly set forth in this Agreement.

9. ***Legal Construction.*** If any provision in this Agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of the Agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

10. ***Notices.*** Any notice required or permitted under this Agreement must be in writing. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually

received. Any address for notice may be changed by written notice delivered as provided herein.

11. ***Recitals***. Any recitals in this Agreement are represented by the parties to be accurate, and constitute a part of the substantive Agreement.

12. ***Time***. Time is of the essence. Unless otherwise specified, all references to "days" mean calendar days. Business days exclude Saturdays, Sundays, and legal public holidays. If the date for performance of any obligation falls on a Saturday, Sunday, or legal public holiday, the date for performance will be the next following regular business day.

13. ***Indemnity***. Grantee agrees to protect, indemnify, and hold harmless Grantor from any claims, demands, expenses, losses, damages or injuries (including death) to persons or property to the extent caused by Grantee's negligence or willful misconduct in the construction, operation and maintenance of the Easement Property.

SADYA CAPITAL, LLC,
a Texas Limited Liability Company

____
By: Nimesh Patel
Its: President

STATE OF TEXAS,
COUNTY OF WILLIAMSON.

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the ____ day of January, 2018.

____
Notary Public, State of Texas

EXHIBIT "D"

SOUTH ACCESS LANE EASEMENT AGREEMENT

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.

Date: January ____, 2018

Grantor: SADYA CAPITAL, LLC, a Texas Limited Liability Company

Grantor's Mailing Address (including County):

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

Grantee: CITY OF TAYLOR, TEXAS, a Home Rule Municipal Political Subdivision of the State of Texas

Grantee's Mailing Address (including County):

CITY OF TAYLOR, TEXAS
400 Porter Street
Taylor, Williamson County, Texas 76574

Grantor's Property:

Lot 1, Block "A", of PARKWAY PLAZA SUBDIVISION, a subdivision in Williamson County, Texas, according to the map or plat thereof recorded under Document No. 2017020343, Official Public Records, Williamson County, Texas.

Easement Property:

See Exhibit “A”, attached hereto and incorporated herein by reference. ("South Access Lane Easement")

Easement Purpose:

Grantor, for the Consideration, grants, sells and conveys to Grantee a perpetual non-exclusive, irrevocable access easement for free and uninterrupted vehicular and pedestrian traffic over and across the Easement Property. This Easement is for the benefit of, and may be used by Grantee for access between the real property situated immediately west of Grantor’s Property and the public roadway (Carlos G. Parker Blvd.).

Consideration:

Good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor.

Reservations from Conveyance: Grantee shall not have any right to construct or repair any improvements within the Easement Property, and this Easement shall not create any obligation of repair on the part of Grantor, except those that may be otherwise imposed by applicable ordinance or regulation.

Exceptions to Warranty: None

Grant of Easement:

Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, grants, sells, and conveys to Grantee and Grantee’s successors and assigns an easement over, on, and across the Easement Property for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the “Easement”), to have and to hold the Easement to Grantee and Grantee’s successors and assigns forever. Grantor binds Grantor and Grantor’s successors and assigns to warrant and forever defend the title to the Easement in Grantee and Grantee’s successors and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part of the Easement, except as to the Reservations from Conveyance and Exceptions to Warranty.

Terms and Conditions:

The following terms and conditions apply to the Easement granted by this Easement Agreement:

1. ***Character of Easement.*** The Easement is irrevocable. The Easement is for the benefit of Grantee and Grantee's successors and assigns ("Holder").

2. ***Reservation of Rights. Equitable Rights of Enforcement.*** This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this Agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

3. ***Binding Effect.*** This Agreement binds and inures to the benefit of the parties and their respective successors and permitted assigns.

4. ***Choice of Law.*** This Agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.

5. ***Counterparts.*** This Agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

6. ***Waiver of Default.*** It is not a waiver of or consent to default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Agreement does not preclude pursuit of other remedies in this Agreement or provided by law.

7. ***Further Assurances***. Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this Agreement and all transactions contemplated by this Agreement.

8. ***Integration***. This Agreement contains the complete Agreement of the parties and cannot be varied except by written Agreement of the parties. The parties agree that there are no oral Agreements, representations, or warranties that are not expressly set forth in this Agreement.

9. ***Legal Construction***. If any provision in this Agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of the Agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

10. ***Notices***. Any notice required or permitted under this Agreement must be in writing. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other

commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

11. ***Recitals***. Any recitals in this Agreement are represented by the parties to be accurate, and constitute a part of the substantive Agreement.

12. ***Time***. Time is of the essence. Unless otherwise specified, all references to "days" mean calendar days. Business days exclude Saturdays, Sundays, and legal public holidays. If the date for performance of any obligation falls on a Saturday, Sunday, or legal public holiday, the date for performance will be the next following regular business day.

13. ***Indemnity***. Grantee agrees to protect, indemnify, and hold harmless Grantor from any claims, demands, expenses, losses, damages or injuries (including death) to persons or property to the extent caused by Grantee's negligence or willful misconduct in the construction, operation and maintenance of the Easement Property.

SADYA CAPITAL, LLC,
a Texas Limited Liability Company

____
By: Nimesh Patel
Its: President

STATE OF TEXAS,
COUNTY OF WILLIAMSON.

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the ____ day of January, 2018.

____
Notary Public, State of Texas

EXHIBIT "E"

WATER AND WASTEWATER EASEMENT AGREEMENT

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.

Date: December ____, 2017

Grantor: SADYA CAPITAL, LLC, a Texas Limited Liability Company

Grantor's Mailing Address (including County):

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

Grantee: CITY OF TAYLOR, TEXAS, a Home Rule Municipal Political Subdivision of the State of Texas

Grantee's Mailing Address (including County):

CITY OF TAYLOR, TEXAS
400 Porter Street
Taylor, Williamson County, Texas 76574

Easement Property:

Tract 1: See Exhibit "A", attached hereto and incorporated herein by reference. ("North Water and Wastewater Easement")

Tract 2: See Exhibit "B", attached hereto and incorporated herein by reference. ("South Water and Wastewater Easement")

Easement Purpose:

Grantor, for the Consideration, grants, sells and conveys to Grantee a perpetual and exclusive water line easement and wastewater line easement for the purpose of installing, constructing, operating, maintaining, repairing, replacing, abandoning in place, servicing, controlling, reconstructing, upgrading, removing pipes, lines, devices, lift stations, appurtenances and other facilities related to water lines and wastewater lines (collectively, the "Facilities").

Consideration:

Good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor.

Reservations from Conveyance: Grantor retains, reserves, and shall continue to enjoy the surface of such easement for any and all purposes which do not interfere with and prevent the use by Grantee of the easement, including the right to build and use the surface of the easement for private streets, roads, driveways, alleys, walks, gardens, lawns, parking areas and other like uses; provided Grantor shall not erect or construct on the Easement Property any building or other structure such as a patio, swimming pool sport court, storage shed, accessory building, barbeque pit or similar structure, or drill or operate any well, or construct any reservoir or other obstruction on the easement, or diminish of substantially add to the ground cover over the pipelines.

Exceptions to Warranty: None

Grant of Easement:

Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, grants, sells, and conveys to Grantee and Grantee's successors and assigns an easement over, on, and across the Easement Property for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold the Easement to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend the title to the Easement in Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part of the Easement, except as to the Reservations from Conveyance and Exceptions to Warranty.

Terms and Conditions:

The following terms and conditions apply to the Easement granted by this Easement Agreement:

1. ***Character of Easement.*** The Easement is exclusive and irrevocable. The Easement is for the benefit of Grantee and Grantee's successors and assigns ("Holder").

2. ***Reservation of Rights. Equitable Rights of Enforcement.*** This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this Agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

3. ***Binding Effect.*** This Agreement binds and inures to the benefit of the parties and their respective successors and permitted assigns.

4. ***Choice of Law.*** This Agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.

5. ***Counterparts.*** This Agreement may be executed in any number of

counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

6. ***Waiver of Default.*** It is not a waiver of or consent to default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Agreement does not preclude pursuit of other remedies in this Agreement or provided by law.

7. ***Further Assurances.*** Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this Agreement and all transactions contemplated by this Agreement.

8. ***Integration.*** This Agreement contains the complete Agreement of the parties and cannot be varied except by written Agreement of the parties. The parties agree that there are no oral Agreements, representations, or warranties that are not expressly set forth in this Agreement.

9. ***Legal Construction.*** If any provision in this Agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of the Agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

10. *Notices*. Any notice required or permitted under this Agreement must be in writing. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

11. ***Recitals***. Any recitals in this Agreement are represented by the parties to be accurate, and constitute a part of the substantive Agreement.

12. ***Time***. Time is of the essence. Unless otherwise specified, all references to "days" mean calendar days. Business days exclude Saturdays, Sundays, and legal public holidays. If the date for performance of any obligation falls on a Saturday, Sunday, or legal public holiday, the date for performance will be the next following regular business day.

SADYA CAPITAL, LLC,
a Texas Limited Liability Company

____
By: Nimesh Patel
Its: President

STATE OF TEXAS,
COUNTY OF WILLIAMSON.

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the ____ day of December, 2017.

____
Notary Public, State of Texas

EXHIBIT "F"

SIDEWALK AND PEDESTRIAN ACCESS EASEMENT AGREEMENT

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.

Date: January ____, 2018

Grantor: SADYA CAPITAL, LLC, a Texas Limited Liability Company

Grantor's Mailing Address (including County):

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

Grantee: CITY OF TAYLOR, TEXAS, a Home Rule Municipal Political Subdivision of the State of Texas

Grantee's Mailing Address (including County):

CITY OF TAYLOR, TEXAS
400 Porter Street
Taylor, Williamson County, Texas 76574

Easement Property:

See Exhibit "A", attached hereto and incorporated herein by reference. ("Sidewalk and Pedestrian Easement")

Easement Purpose:

Grantor, for the Consideration, grants, sells and conveys to Grantee a perpetual sidewalk and pedestrian access easement granting the right of free and uninterrupted ingress and egress for persons necessary or convenient for use in Grantee's exercise of its rights and in the Easement Property.

It is contemplated by the parties that a sidewalk will be constructed within the Easement Property. Upon completion of construction of the sidewalk, Grantor shall have the option to limit the Easement Property to a strip of land 10 feet in width, the center line thereof being the center of the sidewalk as constructed by filing of record an amendment to this Easement containing a metes and bounds description of the area upon which the sidewalk is actually constructed.

Consideration:

Good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor.

Reservations from Conveyance: None

Exceptions to Warranty: None

Grant of Easement:

Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, grants, sells, and conveys to Grantee and Grantee's successors and assigns an easement over, on, and across the Easement Property for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold the Easement to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend the title to the Easement in Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part of the Easement, except as to the Reservations from Conveyance and Exceptions to Warranty.

Terms and Conditions:

The following terms and conditions apply to the Easement granted by this Easement Agreement:

1. ***Character of Easement.*** The Easement is exclusive and irrevocable. The Easement is for the benefit of Grantee and Grantee's successors and assigns ("Holder").

2. ***Reservation of Rights. Equitable Rights of Enforcement.*** This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this Agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

3. ***Binding Effect.*** This Agreement binds and inures to the benefit of the parties and their respective successors and permitted assigns.

4. ***Choice of Law.*** This Agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.

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7. ***Further Assurances.*** Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this Agreement and all transactions contemplated by this Agreement.

8. ***Integration.*** This Agreement contains the complete Agreement of the parties and cannot be varied except by written Agreement of the parties. The parties agree that there are no oral Agreements, representations, or warranties that are not expressly set forth in this Agreement.

9. ***Legal Construction.*** If any provision in this Agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of the Agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

10. ***Notices.*** Any notice required or permitted under this Agreement must be in writing. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually

STATE OF TEXAS,
COUNTY OF __________________.

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the ____ day of January, 2018.

____
Notary Public, State of Texas

STRATEGIC PILLAR

☐ Streets/Infrastructure

☐ Quality of Life

☒ Economic Vitality

City Council Meeting
January 11, 2018

Agenda Item #: **12**

Agenda Title: Consider approving Resolution R18-03 renewing the Investment Policy and Strategy.

Council Action to be taken: Approve Resolution R 18-3 as presented

Department Submitted: Finance Department

Staff Contact: Rosemarie Dennis, Finance Director

1. PURPOSE/DESCRIPTION

The purpose of Resolution R18-3 is to have the Council approve renewing the City's Investment Policy and Strategy. Ms. Linda Patterson of Patterson & Associates will present an overview of the modifications within the policy itself and answer any questions that Council may have with regards to the Investment Policy.

2. STAFF ANALYSIS AND RECOMMENDATION (Why and How)

The City has entered into an agreement with Patterson & Associates to provide full advisory management services in the area of the City's investment portfolio.

The benefits of their services range from risk reductions to complete reporting. We will obtain the benefit of investment expertise, technology and market economies designed to be paid from the additional earnings. This service adds complete daily portfolio monitoring, weekly market updates, treasury service consulting and accurate monthly reporting. This function allow staff to focus on other job task and assignments.

Revising the City's Investment Policy is the first step that will allow the investment advisor to begin the process of working and moving forward on the City's investment portfolio.

3. FUNDING SOURCE

N/A

4. TIMELINE CONSIDERATIONS

Immediate consideration is needed so that Patterson & Associates may begin to work on the City's investments for earning.

5. OTHER OPTIONS (In order of preference)

N/A

6. ATTACHMENTS

12a. Resolution R18-03
12b. Revised Investment Policy and Strategy
12c. Redlined Investment Policy to reflect modification/changes
12d. Presentation

RESOLUTION NO. R18-3

A RESOLUTION REVIEWING AND ADOPTING REVISIONS TO THE INVESTMENT POLICY REGARDING FUNDS FOR THE CITY OF TAYLOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with the Public Funds Investment Act, Chapter 2256, Texas Government Code, the City Council of the City of Taylor, Texas by resolution adopted an investment policy; and

WHEREAS, Section 2256.005, Tex. Gov't Code requires the City Council to review the investment policies and investment strategies not less than annually and to adopt a resolution stating the review has been completed and recording any changes made to either the investment policies or investment strategies.

WHEREAS, the previous Annual Investment Policy was last reviewed and approved by the City Council pursuant to Resolution 17-11 on July 27, 2017.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF TAYLOR:

SECTION 1.0 That the City of Taylor Investment Policy and Strategy attached hereto as Exhibit "A" be and the same is hereby adopted and shall govern the investment policies and investment strategies for the City.

SECTION 2.0 The Director of Finance as Chief Financial Officer of the City is hereby authorized and directed to carry out the provisions of such Investment Policy as the Investment Officer.

INTRODUCED, PASSED AND APPROVED by the City Council that the Investment Policy and Strategy be received and changes to the policy on the 11^{th} day of January, 2018.

____
Brandt Rydell, Mayor

ATTEST:

____
Susan Brock, City Clerk

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 Resolution No. R18-03 passed and approved by the City Council of the City of Taylor, Texas, on the 11th day of January 2018, and such Resolution was duly passed and approved at a meeting open to the public and notices of the meeting, giving the dates, place, and subject matter thereof, were posted as prescribed by Government Code Section 551.043.

Witness my hand and seal of office this 11th day of January 2018.

____
Susan Brock
City Clerk

"EXHIBIT A"

INVESTMENT POLICY AND STRATEGY

CITY OF TAYLOR TEXAS

____________,_2018

I. PURPOSE

A. Purpose

This investment policy satisfies the statutory requirements of the Public Funds investment Act (Chapter 2256, Texas Government Code) and shall be reviewed and adopted by the City Council at least annually. This Policy sets forth the investment and strategy guidelines in order to achieve the City's goals of safety, liquidity, diversification and yield, and preserve the public trust. It sets forth policy and procedures to enhance opportunities for prudent investment.

It is the policy of the City that the administration of its funds and the investment of those funds shall be handled as its highest public trust. Investments shall be made in a manner which provides the maximum security of principal through risk management and diversification while meeting the daily cash flow needs of the City and conforming to all applicable state and City statutes. The receipt of a market rate of return will be secondary to the requirements for safety and liquidity. The earnings from investment will be used in a manner that best serves the interests of the City.

B. Scope

This Investment Policy applies to all investment activities of the City and to all assets of all funds of the City of Taylor at the present time and any funds received in the future, *excluding the Employee Retirement Trust and the deferred compensation plan.* Any funds held in custody by the City of Taylor shall be administered in accordance with the provisions of these policies unless expressly prohibited by law. This Policy establishes guidelines for Council designated investment officers who invest City funds and establishes controls, reporting and review requirements. Bond funds (as defined by the Internal Revenue Service) shall be managed under this policy and in accordance with their governing resolution and all applicable State and Federal law.

II. INVESTMENT OBJECTIVES

A. Safety of Principal

The primary objective of all investment activity is the preservation of capital and the safety of principal in the overall portfolio. Each investment transaction shall seek to ensure first that capital losses are avoided, whether they are from securities defaults or erosion of market value.

B. Maintenance of Adequate Liquidity

The investment portfolio will remain sufficiently liquid to meet the cash flow requirements that might be reasonably anticipated. Liquidity shall be achieved by matching investment maturities with forecasted cash flow requirements, investing in securities with active secondary markets, and maintaining appropriate portfolio diversification. A reasonable liquidity buffer for unanticipated expenses will be maintained.

A. Diversification

The policy of the City of Taylor will be to diversify its portfolio. This will be done to spread the risk of loss resulting from any concentration of assets in a specific maturity, a specific issuer or a specific market sector of investments. Investments of the City shall always be selected for stability of income and reasonable liquidity through active secondary markets.

B. Yield

Consistent with federal and state law, it will be the objective of the Investment Officer(s) to earn a reasonable market yield within the constraints of safety and liquidity. Benchmarks of the six-month and one-year Treasury Bills are established to measure risk and yield. The one-year Treasury Bill benchmark matches the maximum dollar weighted average of the portfolio which is set at one year.

C. Maturity

Portfolio maturities will be staggered, if market conditions are favorable, in a way to achieve the best available yield and interest while providing the necessary liquidity to meet the City's cash needs. The maximum allowable stated final maturity of any individual investment owned by the City will be three years and the maximum dollar weighted average maturity will be one year.

D. Sale of Securities before Maturity

The City Investment Officer(s) may sell securities before maturity if:

- market conditions present an opportunity for the City to benefit from sale;
- funds are urgently needed to meet unforeseen expenses, even if there is a loss of interest and/or principal due to the sale;
- a security has lost its minimum required credit rating as an authorized investment. [Sec. 2256.02], or
- a brokered certificate of deposit security loses it FDIC insurance.

E. Quality and Capability of Investment Management

It is the City's policy to provide the training required by the Public Funds Investment Act, Sec. 2256.008 for the Investment Officer(s) through courses and seminars offered by professional organizations and associations in order to insure the quality and capability of the City's Investment Officer(s) in making investment decisions. The Council will approve the authorized training sources.

The City may contract with a non-discretionary, SEC registered investment adviser to assist in management of the portfolio(s) and act as an Investment Officer of the City.

III. INVESTMENT STRATEGY

A. General Strategies

In conjunction with the annual policy review, the City Council shall review the investment strategy for each of the City's fund types. The investment strategy must describe the investment objectives for each fund type according to the following priorities:

- investment suitability,
- preservation and safety of principal,
- liquidity,
- marketability prior to maturity of each investment,
- diversification, and
- yield

In order to minimize risk of loss due to interest rate fluctuations, investment maturities will not exceed the anticipated cash flow requirements of the funds except recognized long-term or reserve funds..

The City may commingle the funds from various portfolios for investment purposes. If commingled the unique needs of all the funds will be considered and met. The total portfolio shall have a maximum weighted average maturity of one year and a maximum maturity of three years.

B. Investment Strategies by Fund Type

Investment strategies by general fund-type follow. Sub-portfolios are created which reflect these fund types.

1. General Operating Funds

General operating funds are controlled by monthly liability needs and require short-term liquidity to meet upcoming liabilities. Diversified investment maturities shall match anticipated monthly cash flow based on the anticipated needs of the City. Short-term investment pools, money market mutual funds or bank deposits shall provide daily liquidity and may be utilized as a competitive yield alternative to fixed maturity investments. A small liquidity buffer can be used to meet unanticipated needs. Marketable securities with active and efficient secondary markets and high credit quality are used in the event of an unanticipated cash requirement.

The dollar weighted average days to maturity for the operating fund portfolio shall equal to or less than one year and the maximum allowable maturity shall be three years. The Investment Officers will monitor and manage the average days to maturity.

2. Bond Proceeds

Bond proceeds used for construction programs have reasonably predictable draw down schedules, therefore investment maturities shall generally follow anticipated cash flow requirements. Because of the potential for variance from the anticipated draw down schedule and actual expenditures most investment securities shall have active and efficient secondary markets. Investment pools and money market mutual funds shall provide readily available funds generally equal to one month's anticipated cash flow needs or as a competitive yield alternative for short term fixed maturity investments. A singular 'flex' repurchase agreement may be utilized with disbursements allowed as necessary to satisfy any expenditure request.

Market conditions and the arbitrage regulations may influence choices for investments. Generally the City will attempt to meet or exceed the applicable arbitrage yield for the bond issue. If the arbitrage yield cannot be exceeded, then concurrent market conditions will determine the investments. At no time shall the anticipated expenditure schedule be exceeded in an attempt to bolster yield.

3. Repair and Replacement Funds

The investment maturity of repair and replacement funds shall generally be limited to the anticipated cash flow requirement of the budgeted project schedule. Market conditions and the anticipated spending schedule shall determine the investment strategy. Investment securities shall be diversified and sufficiently liquid to cover the unpredictability of emergency repairs.

4. Debt Service Funds

Debt service funds shall be invested to ensure adequate funding for each consecutive debt service payment. The Investment Officer shall invest in such a manner as not to exceed an "un-funded" debt service date. The predictability of each payment reduces guides the investment.

5. Bond Reserve Funds

Bond reserve funds have no anticipated expenditures. The funds are deposited to provide annual debt service payment protection to the City's bondholders. The funds are "returned" to the City at the final debt service payment. Maturities shall generally not exceed the call provisions of the bond issue to reduce the investment's market risk if the City calls the bonds with a need for the reserve fund to be liquidated. No investment maturity shall exceed the final maturity of the bond issue.

Bond resolution constraints and insurance company restrictions create issue-specific considerations in addition to the Investment Policy. Specific maturity and average life limitations will guide investments.

6. Operating Reserve Funds

The operating reserve funds are essentially City savings. Reductions are generally not anticipated. Therefore, the predictability of the cash requirements of other City funds will govern the appropriate maturity mix. Market conditions, City financial condition and risk/return analysis may adjust the strategy.

7. Fiduciary Funds

Fiduciary Funds are used to report assets held in a trustee or agency capacity for others. The funds principal therefore cannot be used to support the City's programs. Since the purpose of these funds is for investment only, market conditions and risk/return analysis may adjust the strategy to the maximum maturity of ten years.

IV. AUTHORIZED INVESTMENTS

A. Authorized Investments

City funds, governed by this Policy, shall be invested only in investments authorized by this Policy. Investments described below are authorized and further described by the Public Funds Investment Act (Chapter 2256, Texas Government Code). All securities shall be purchased on a competitive basis.

1. Obligations of the United States, its agencies and instrumentalities, excluding all mortgage backed securities with a stated final maturity not to exceed three years.

2. Other obligations, the principal and interest on which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State of Texas or the United States or their respective agencies and instrumentalities.

3. Obligations of any US states, agencies, counties, cities, and other political subdivisions of any state having been rated not less than "A" or equivalent by a nationally recognized investment rating firm and a maximum stated maturity of three years. .

4. Fully collateralized repurchase agreements having a defined termination date, placed through a primary government securities dealer, as defined by the Federal Reserve, or a bank domiciled in Texas, and secured in accordance with this Policy, The term includes direct security repurchase agreements and reverse repurchase agreements under a master repurchase agreement.

5. Fully insured or collateralized depository certificates of deposit issued by State and national banks domiciled in Texas and collateralized in accordance with this Policy and governed .

6. AAA-rated, SEC registered money market mutual funds in compliance with SEC Rule 2a-7 which strive to maintain a $1 stable net asset value.

7. Local government investment pools which strive to maintain a $1 net asset value as further defined in Section 2256.016 of the Texas Government Code.

8. A1/P1 or equivalent rated commercial paper with a stated maturity of 180 days or fewer from the date of purchase

9. State and local government debt from any US state, rated A or better by a nationally recognized rating agency with a maximum maturity of three years to stated maturity.

10. FDIC insured *brokered* certificates of deposit securities from a bank in any US state, delivered versus payment to the City's safekeeping agent, not to exceed one year to maturity. Before purchase, the Investment Officer or Adviser must verify the FDIC status of the bank on www.fdic.gov to assure that the bank is FDIC insured.

11. Fully insured or collateralized Interest bearing depository accounts in any bank doing business in Texas.

V. Internal Controls

The City shall seek to control the risk of loss due to the failure of a security issuer or grantor. Such risk shall be controlled by investing only in the safest types of securities as defined in the Policy; by qualifying the broker, dealer and financial institution with whom the City will transact, by collateralization as required by law; and through portfolio diversification by maturity and type.

1. Delivery versus Payment (DVP)

The purchase of all securities shall be executed "delivery versus payment" (DVP) through the City's depository or safekeeping agent. By so doing, City funds are not released until the City has received, through the safekeeping agent, the securities purchased. To perfect DVP, the city's depository or safekeeping agent as a broker/dealer.

2. Loss of Required Credit Rating

The Investment Officer or Investment Adviser shall monitor, on no less than a weekly basis, the credit rating on all authorized investments in the portfolio requiring ratings, based upon independent information from a nationally recognized rating agency. If any security falls below the minimum rating required by Policy, the Investment Officer or Adviser shall notify the City Manager of the loss of rating, conditions affecting the rating and possible loss of principal with liquidation options available, within a reasonable time after the loss of the required rating. Liquidation shall be made on a prudent basis.

3. Monitoring FDIC Insurance

The Investment Officer or Investment Adviser shall monitor, on no less than a weekly basis, the status and ownership of all banks issuing brokered CDs owned by the City based upon information from the FDIC. If any bank has been acquired or merged with another bank in which brokered CDs are owned, the Investment Officer or Adviser shall immediately liquidate any brokered CD which places the City above the FDIC insurance level.

4. Diversification by Investment Type

The City's Portfolio shall be diversified to eliminate the risk of loss resulting from concentration of assets in a specific maturity, a specific issuer or a specific class of investments. Investments of the City shall always be selected that provide for stability of income and reasonable liquidity.

Bond proceeds may be invested in a single flex repurchase agreement or SLUG if the Investment Officer determines that such an investment is reasonable or is necessary to comply with Federal arbitrage restrictions .

5. Diversification by Investment Maturity

In order to minimize risk of loss due to interest rate fluctuations, investment maturities will not exceed the anticipated cash flow requirements of the funds. Portfolios will be laddered to address known monthly liabilities.

6. Ensuring Liquidity

Liquidity shall be achieved by anticipating cash flow requirements, by investing in securities with active secondary markets and by investing in eligible money market mutual funds, local government investment pools and interest bearing bank accounts.

A security may be liquidated to meet unanticipated cash requirements, to re-deploy cash into other investments expected to outperform current holdings, or otherwise to adjust the portfolio.

VI. Collateralization

Consistent with the requirements of State law, the City requires all time and demand deposits to be i Texas banks and to be federally insured or collateralized with eligible securities. Financial institutions serving as City Depositories will be required to sign a Depository Agreement with the City and the custodian of pledged securities. The Agreement will be executed in compliance with FIRREA[1]. The portion of the Agreement shall define the City's rights to the collateral in the event of default, bankruptcy, or regulatory closing and shall establish a perfected security interest in compliance with the FIRREA regulations:

- Agreement must be in writing;
- Agreement has to be executed by the Depository and the City contemporaneously with the acquisition of the asset;
- Agreement must be approved by resolution of the Bank Board of Directors or the bank loan committee and a copy of the meeting minutes must be delivered to the City;
- Agreement must be part of the Depository's "official record" continuously since its execution.

Repurchase agreements must also be secured in accordance with State law. Each counter party to a repurchase transaction is required to sign a copy of the Public Securities Association Master Repurchase Agreement as approve by the City. An executed copy of this Agreement must be on file before the City will enter into any transactions with a counter party. All Master Repurchase Agreements must be approved by the Administrative Policy Committee.

All securities pledged to the City for these deposits shall be held by an independent third party institution outside the holding company of the pledging bank.

In order to anticipate market changes and provide a level of additional security for all funds, the market value of the collateral will be maintained at 102% of total principal and accrued interest. The depository will be responsible for monitoring and maintaining the collateral and margins daily. The custodian or pledging bank will provide monthly reports to the City detailing the collateral and including current market values.

a. Allowable Collateral

Acceptable collateral for deposits and repurchase agreements shall include only:

- obligations of the U.S. Government, its agencies and instrumentalities, including mortgage backed securities and CMO passing the bank test,
- US state and local obligations rated A or better, and
- letters of credit from FHLB Banks (for time and demand deposits only).

Preference will be given to pledged securities.

b. Collateral Levels

(1) Time and Demand Deposits

The market value of the principal portion of collateral pledged for time and demand deposits must, at all times, be equal to or greater than 102% of the total deposit , less the applicable level of FDIC insurance.

[1] Federal Insitutions Resource, Recovery and Enforcement Act which guides the actions of the FDIC in bank closures.

(2) Repurchase Agreements

The market value of the principal portion of collateral owned under the repurchase agreement must, at all times, be equal to or greater than 102% of the total outstanding repurchase agreement amount.

c. Monitoring Collateral Adequacy

(1) TIme and Demand Deposits

The City shall require monthly reports with market values of pledged securities from all financial institutions/custodians holding City time and demand deposits. . The Investment Officers will monitor adequacy of collateralization levels to verify market values and total collateral positions.

(2) Repurchase Agreements

Daily monitoring by the provider and Investment Officers of market values of all underlying securities purchased for City repurchase transactions is required.

d. Additional Collateral and Securities

(1) Time and Demand Desposits

If the collateral pledged falls below the total value of the deposit less FDIC insurance, the institution will take action or will be notified by the Investment Officers and be required to pledge additional securities no later than the end of the next succeeding business day.

(2) Repurchase Agreements

If the value of the securities underlying a repurchase agreement falls below the margin maintenance levels specified above, the provider will immediately provide additional securities.

7. Safekeeping of City Owned Securities

a. Safekeeping Agreement

The City shall contract with its depository or another bank for the safekeeping of securities owned by the City .

b. Safekeeping of Time and Demand Deposit Collateral

All collateral securing time and demand deposits shall be held by a third party banking institution acceptable to the City.

c. Safekeeping of Repurchase Agreement Securities

The securities purchased under repurchase agreements must be delivered to a third party custodian approved by the City.

VII. Investment Advisors and Broker/Dealers

Investment selection for all funds shall be based on legality, appropriateness, liquidity, and risk/return considerations. All City investment portfolios shall be pro-actively managed to enhance interest income.

Non-discretionary Investment Advisors shall adhere to the spirit, philosophy and specific term of this Policy and shall invest within the same "Standard of Care." Investment broker/dealers shall adhere to the spirit, philosophy and specific term of this Policy and shall avoid recommending or suggesting transactions outside that "Standard of Care."

Selection of brokers/dealers must be registered with the Texas State Securities Commission, the Securities Exchange Commission, and the Financial Industry Regulatory Association (FINRA) or their successors.

Selection of Investment Advisors and broker/dealers will be performed by the Investment Officer. The Investment Officer will establish criteria to evaluate Investment Advisors and broker/dealers, including:

1. Adherence to the City's policies and strategies;
2. Investment performance and transaction pricing within accepted risk constraints;
3. Responsiveness to the City's request for services, information and open communication;
4. Understanding of the inherent fiduciary responsibility of investing public funds;
5. Similarity in philosophy and strategy with the City's objectives

The City Council will adopt the list of authorized broker/dealers proposed by the Investment Officer at least annually. The list is attached as Attachment A to the Investment Policy.

Broker/dealers shall provide timely transaction confirmations and monthly portfolio reports. Investment Advisers shall provide complete monthly and quarterly reports. Both will receive a copy of the City Investment Policy whenever material changes are made.

Local government pools in which the City participates shall be presented a written copy of this Investment Policy. The pool shall execute a written instrument substantially to the effect that the pool has received and reviewed this Investment Policy, and acknowledged that the pool has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities with the City.

VIII. Investment Officers Responsibility and Controls

1. Authority to Invest

The Director of Finance shall be designated by City Council resolution as the "Investment Officer" of the City. The Investment Officer is authorized to create investment accounts, deposit, withdraw , invest, transfer, execute documentation, and otherwise invest City funds according to this Policy. The Investment Adviser may invest through the non-discretionary Investment Adviser. In his/her absence, the Accountant, Assistant City Manager and/or City Manager may serve as Investment Officer in his place and are subject to the same training requirements and must adhere to the policies set forth in this Policy.

The Director of Finance as Investment Officer shall attend at least one training session, within twelve months of assuming these duties, that addresses investment controls, security risks, strategy risk, market risks, and compliance with the Public Funds Investment Act.

2. Investment Officer Required Training

All designated Investment Officers shall:

a. attend ten (10) hours of training within 12 months after designation as Investment Officer,, from an independent source approved by the City Council. Instruction will include the Investment Officer's legal responsibilities; and

b. attend eight (8) hours of investment training session not less than once in a two fiscal year period relating to investment responsibilities from an independent source approved by the City Council.

3. Prudent Investment Management

The designated Investment Officer(s) shall perform their duties in accordance with the adopted Investment Policy and internal procedures. The Investment Officer acting in good faith and in accordance with these policies and procedures shall be relieved of personal liability.

4. Standard of Care

The standard of care shall be the "prudent person rule" and shall be applied in the context of managing the overall portfolio within the applicable City and legal constraints. The Prudent Person Rule states:

"Investments shall be made with judgment and care, under circumstances then prevailing, that a person of prudence, discretion and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived."

5. Liability of City Investment Officer

The City Investment Officer is not responsible for any loss of City funds through the failure or negligence of a depository. Sec. 113.005 Local Government Code does not release the Investment Officer from responsibility for a loss resulting from the official misconduct or negligence of the Investment Officer, including misappropriation of funds, or from responsibility for funds until a depository is selected and the funds are deposited.

6. Personnel Authorized to Transact Investment Transactions

All investment transactions and directions concerning collateral levels and substitutions shall be made by the designated Investment Officer(s) and documented fully. Complete monthly reports shall be provided the City Manager and City Council reporting all transactions.

7. Standards of Ethics

The designated Investment Officer shall adhere to City's Code of Conduct. Additionally, the Investment Officer shall file with the Texas Ethics Commission and the City Council a statement disclosing any personal business relationship as defined in the Public Funds Investment Act (2256.005(i)) with any entity seeking to sell investments to the City with which relationships exist within the second degree by affinity or consanguinity to the Investment Officer.

8. Establishment of Internal Controls

The Director of Finance will oversee the maintenance of a system of internal controls over the investment activities of the city in accordance with this Policy.

IX. Reporting

Monthly and Quarterly Reports

Investment performance will be monitored and evaluated by the Investment Officer(s). The Investment Officer(s) will provide monthly and quarterly comprehensive reports in accordance with the Public Funds Investment Act. The Investment Officer(s) shall sign each quarterly report with a statement of compliance. At a minimum the investment reports shall:

1. Describe in detail all the investment positions of the City,
2. State the reporting period beginning market value; additions or changes to the market value during the period and ending market value for the period of each portfolio or sub-portfolio,
3. State the maturity date of each investment security,
4. State the fund for which each investment security was purchased, and
5. Detail earnings for the period and summarize allocations.

Market prices will be obtained from independent prices.

Annual Report and Audit

The City, in conjunction with its annual financial audit, shall perform a compliance audit of management controls on investments and adherence to the City's Investment Policy and strategies.

X. REVIEW AND AMENDMENT

The City of Taylor City Council shall review its investments policy and investment strategies on no less than an annual basis. It shall be the duty of the Investment Officer to notify the City Council of any significant changes proposed in investment methods or procedures prior to their implementation. The resolution adopting the Policy and Strategies of the City shall note all changes made to the Policy and Strategies.

ATTACHMENT A

APPROVED BROKER/DEALER LIST

CITY OF TAYLOR

____________, 2018

The following firms are in compliance with the City's Investment Policy requirements and are in good standing with the Securities and Exchange Commission and State of Texas.

Bank of America/Merrill Lynch
Cantor Fitzgerald
Falcon Square
Int'l F.C. Stone
Morgan Stanley
Mizuho Securities
Mutual Securities
Piper Jaffray
Raymond James
RBC Capital Markets
Stifel Nicolaus
Vining Sparks
Wells Fargo
Williams Capital Group

These brokers meet City investment policy requirements and have been provided a copy of the City's investment policy which is re-sent to each broker/dealer whenever material changes are made to the policy.

INVESTMENT POLICY AND STRATEGY

CITY OF TAYLOR TEXAS

~~July 27, 2017~~______________,_2017

I. PURPOSE

A. ~~Formal Adoption~~Purpose

~~This investment policy, when reviewed and amended by the City Council of Taylor, on July 27, 2017, will replace the adopted Investment Policy dated the 21st of July, 2016.~~ This investment policy satisfies the statutory requirements of the Public Funds investment Act (Chapter 2256, Texas Government Code)~~.~~ and shall be reviewed and adopted by the City Council at least annually. This Policy sets forth the investment and strategy guidelines in order to achieve the City's goals of safety, liquidity, diversification and yield, and preserve the public trust. It sets forth policy and procedures to enhance opportunities for prudent investment.

It is the policy of the City that the administration of its funds and the investment of those funds shall be handled as its highest public trust. Investments shall be made in a manner which provides the maximum security of principal through risk management and diversification while meeting the daily cash flow needs of the City and conforming to all applicable state and City statutes. The receipt of a market rate of return will be secondary to the requirements for safety and liquidity. The earnings from investment will be used in a manner that best serves the interests of the City.

B. Scope

This Investment Policy applies to all investment activities of the City and to all assets of all funds of the City of Taylor at the present time and any funds received in the future, *excluding the Employee Retirement Trust and the deferred compensation plan.* Any funds held in custody by the City of Taylor shall be administered in accordance with the provisions of these policies unless expressly prohibited by law~~ or unless it is in contravention of any depository contract between the City and depository bank~~. This Policy establishes guidelines for Council designated investment officers ~~those~~ who ~~can~~ invest City funds~~, for how City funds will be invested,~~ and establishes controls, reporting and review requirements~~for when and how a periodic review of investments will be made~~. ~~In addition to this Policy, b~~Bond funds (as defined by the Internal Revenue Service) shall be managed under this policy and in accordance with ~~by~~ their governing resolution and all applicable State and Federal law.

II. INVESTMENT OBJECTIVES

A. Safety of Principal

The primary objective of all investment activity is the preservation of capital and the safety of principal in the overall portfolio. Each investment transaction shall seek to ensure first that capital losses are avoided, whether they are from securities defaults or erosion of market value.

B. Maintenance of Adequate Liquidity

The investment portfolio will remain sufficiently liquid to meet the cash flow requirements that might be reasonably anticipated. Liquidity shall be achieved by matching investment maturities with forecasted cash flow requirements~~;~~, investing in securities with active secondary markets~~;~~, and maintaining appropriate portfolio diversification. A reasonable liquidity buffer for unanticipated expenses will be maintained.

A. Diversification

The policy of the City of Taylor~~, except when investing with the Depository Bank or Investment Pools~~ will be to diversify its portfolio. This will be done to spread ~~eliminate~~ the risk of loss resulting from ~~one~~ any concentration of assets in a specific maturity, a specific issuer or a specific ~~class~~ market sector of investments. Investments of the City shall always be selected ~~that provide~~ for stability of income and reasonable liquidity through active secondary markets.

B. Yield

Consistent with federal and state law ~~and the City's depository contract~~, it will be the objective of the Investment Officer(s) to earn a reasonable market~~the maximum interest rate~~ yield ~~allowed~~ within the constraints of safety and liquidity. Benchmarks of the six-month and one-year Treasury Bills are established to measure risk and yield. The one-year Treasury Bill benchmark matches the maximum dollar weighted average of the portfolio which is set at one year.

C. Maturity

Portfolio maturities will be staggered, if market conditions are favorable, in a way to achieve the ~~highest~~ best available yield and ~~return of~~ interest ~~but at the same time~~ while providing~~e~~ ~~for~~ the necessary liquidity to meet the City's cash needs. The maximum allowable stated final maturity of any individual investment owned by the City will be ~~ten~~ three years~~.~~ and the maximum dollar weighted average maturity will be one year.

D. Sale of Securities before Maturity

The City Investment Officer(s) may sell securities before maturity if:

- market conditions present an opportunity for the City to benefit from sale;
- funds are urgently needed to meet unforeseen expenses, even if there is a loss of interest and/or principal due to the sale;~~ and~~
- a security has lost its minimum required credit rating as an authorized investment. [Sec. 2256.02], or
- a brokered certificate of deposit security loses it FDIC insurance.

E. Quality and Capability of Investment Management

It is the City's policy to provide the training required by the Public Funds Investment Act, Sec. 2256.008 ~~and periodic training in investments~~ for the Investment Officer(s) through courses and seminars offered by professional organizations and associations in order to insure the quality and capability of the City's Investment Officer(s) in making investment decisions. The Council will approve the authorized training sources.

The City may contract with a non-discretionary, SEC registered investment adviser to assist in management of the portfolio(s) and act as an Investment Officer of the City.

III. INVESTMENT STRATEGY

A. General Strategies

In conjunction with the annual policy review, the City Council shall review the investment strategy for each of the City's fund~~s~~ types. The investment strategy must describe the investment objectives for each ~~particular~~ fund type according to the following priorities:

- investment suitability,
- preservation and safety of principal,
- liquidity,
- marketability prior to maturity of each investment,
- diversification, and
- yield

In order to minimize risk of loss due to interest rate fluctuations, investment maturities will not exceed the anticipated cash flow requirements of the funds except recognized long-term or reserve funds..

The City may commingle the funds from various portfolios for investment purposes. If commingled the unique needs of all the funds will be considered and met. The total portfolio shall have a maximum weighted average maturity of one year and a maximum maturity of three years.

B. Investment ~~Guidelines~~ Strategies by Fund Type

Investment strategies ~~guidelines~~ by general fund-type follow. Sub-portfolios are created which reflect these fund types. ~~are as follows:~~

1. ~~Current~~ General Operating Funds

~~Current o~~General operating funds are controlled by monthly liability needs and require ~~the greatest~~ short-term liquidity to meet upcoming liabilities~~of any of the fund types~~. ~~Therefore, d~~Diversified investment maturities shall match ~~provide~~ anticipated monthly cash flow based on the anticipated ~~operating~~ needs of the City. Short-term investment pools~~, and~~ money market mutual funds or bank deposits shall provide daily liquidity and may be utilized as a competitive yield alternative to fixed maturity investments. A small liquidity buffer can be used to meet unanticipated needs. ~~Additionally, s~~Marketable securities with active and efficient secondary markets and high credit quality are ~~necessary~~ used in the event of an unanticipated cash requirement.

~~According to City Policy, t~~The dollar weighted average days to maturity for the ~~current~~ operating fund portfolio shall ~~be less than 200 days~~ equal to or less than one year and the maximum allowable maturity shall be ~~two~~ three years. The Investment Officers will monitor and manage the average days to maturity ~~level and make changes as appropriate~~.

2. Bond Proceeds

Bond proceeds used for construction programs have reasonably predictable draw down schedules,~~. T~~therefore investment maturities shall generally follow ~~the~~ anticipated cash flow requirements. Because of the potential for variance from the anticipated draw down schedule and actual expenditures most investment securities shall have active and efficient secondary markets. Investment pools and money market mutual funds shall provide readily available funds generally equal to one month's anticipated cash flow needs~~,~~ or as a competitive yield alternative for short term fixed maturity investments. A singular 'flex' repurchase agreement may be utilized with ~~if~~ disbursements ~~are~~ allowed ~~in the amount~~ as necessary to satisfy any expenditure request~~, this investment structure is commonly referred to as a flexible repurchase agreement~~.

Market conditions and the arbitrage regulations may influence choices for ~~the attractiveness of locking in fixed rate~~ investments ~~for bond proceeds~~. Generally the City will attempt to meet or exceed ~~if investment rates exceed~~ the applicable arbitrage yield for ~~a specific~~ the bond issue~~, the City is best served by locking in most investments~~. If the arbitrage yield can~~-~~not be exceeded, then concurrent market conditions will determine the investments~~attractiveness of locking in maturities or investing shorter~~. At no time shall the anticipated expenditure schedule be exceeded in an attempt to bolster yield.

3. Repair and Replacement Funds

The investment maturity of repair and replacement funds shall generally be limited to the anticipated cash flow requirement ~~according to any~~ of the budgeted project schedule. Market conditions and the anticipated spending schedule shall determine the ~~maximum~~ investment ~~periods~~ strategy. Investment securities shall be diversified ~~as to maturity and type with a portion of the securities highly marketable or~~ and sufficiently liquid to cover the unpredictability of emergency repairs. ~~The Investment Policy restricts the maximum maturity to three years and the maximum average life of the fund to one year.~~

4. Debt Service Funds

Debt service funds shall be invested to ensure adequate funding for each consecutive debt service payment. The Investment Officer shall invest in such a manner as not to exceed an "un-funded" debt service date ~~with the maturity of any investment security~~. The predictability of each payment reduces ~~the need for security diversification, marketability and fund liquidity~~guides the investment. ~~Therefore, market conditions shall determine the attractiveness of the eligible investments.~~

5. Bond Reserve Funds

Bond reserve funds have no anticipated expenditures. The funds are deposited to provide annual debt service payment protection to the City's bondholders. The funds are "returned" to the City at the final debt service payment. ~~Market conditions and arbitrage regulation compliance determine the advantage of security diversification and maturity selection. Generally if investment rates exceed the applicable arbitrage yield for a specific bond issue, the City is best served by locking in most investments. If the arbitrage yield cannot be exceeded, then concurrent market conditions will~~

~~determine the attractiveness of locking in maturities or investing shorter and anticipating future increased yields.~~ Maturities shall generally not exceed the call provisions of the bond issue to reduce the investment's market risk if the City~~'s bonds are~~ calls the bonds~~ed~~ ~~and~~ with a need for the reserve fund to be liquidated. No investment maturity shall exceed the final maturity of the bond issue.

Bond resolution constraints and insurance company restrictions create issue-specific considerations in addition to the Investment Policy. ~~Annual mark-to-market requirements or s~~Specific maturity and average life limitations will ~~influence the attractiveness of market risk and reduce the opportunity for maturity extension~~guide investments.

6. Operating Reserve Funds

The operating reserve funds are essentially City savings. Reductions are generally not anticipated. Therefore, the predictability of the cash requirements of other City funds will govern the appropriate maturity mix. Market conditions, City financial condition and risk/return analysis may adjust the strategy~~ to the maximum maturity of ten years and the weighted average life of five years~~.

7. Fiduciary Funds

Fiduciary Funds are used to report assets held in a trustee or agency capacity for others. The funds principal therefore cannot be used to support the ~~government's~~City's ~~own~~ programs. Since the purpose of these funds is for investment ~~purposes~~ only, market conditions and risk/return analysis may adjust the strategy to the maximum maturity of ten years.

IV. AUTHORIZED INVESTMENTS ~~POLICIES~~

A. ~~Eligible~~ Authorized Investments

City funds, governed by this Policy, ~~may~~ shall be invested only in~~:~~ investments authorized by this Policy. Investments described below are authorized and further described by the Public Funds Investment Act (Chapter 2256, Texas Government Code)~~ as eligible securities for the City~~. ~~The purchase of specific issues may at times be restricted or prohibited by the Investment Officers.~~ All securities shall be purchased on a competitive basis.

1. Obligations of the United States,~~ or~~ its agencies and instrumentalities, excluding ~~principal-only and interest-only~~ all mortgage backed securities~~, collateralized mortgage obligations and real estate mortgage investment conduits~~ with a stated final maturity not to exceed three years.

~~2. Direct obligations of the State of Texas, or its agencies and instrumentalities.~~

~~3~~2. Other obligations, the principal and interest on which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State of Texas or the United States or their respective agencies and instrumentalities.

~~4~~3. Obligations of any US states, agencies, counties, cities, and other political subdivisions of any ~~S~~state having been rated not less than "A" or equivalent ~~as to investment quality~~ by a nationally recognized investment rating firm and a maximum stated maturity of three years. ~~and having received a rating of not less that "A" or its equivalent~~.

~~5~~4. Fully collateralized repurchase agreements having a defined termination date, placed through a primary government securities dealer, as defined by the Federal Reserve, or a bank domiciled in Texas, and secured in accordance with this Policy~~by obligations described by 1-4, above which are eligible investments under the Public Funds Investment Act~~, ~~pledged with a third party selected or approved by the City, and having a market value of not less than the principal amount of the funds disbursed.~~ The term includes direct security repurchase agreements ~~entered into by the City~~ and reverse repurchase agreements ~~only obtained in connection with investment by the City in an Eligible Investment Pool or Money Market Mutual Fund. A signed~~ under a ~~M~~master ~~R~~repurchase ~~A~~agreement. ~~as described in B.4 shall govern All City repurchase agreement transactions of this section.~~

~~6~~5. Fully insured or collateralized depository c~~C~~ertificates of deposit issued by State and national banks ~~and savings and loan associations~~ domiciled in Texas and collateralized in accordance with this Policy and governed ~~that are:~~.

~~a. Guaranteed or insured by the Federal Deposit Insurance Corporation, or its successor, or, secured by obligations that are described by 1-4 above, which are intended to include all direct Federal agency or instrumentality issued mortgage backed securities, but excluding those mortgage backed securities of the nature described in Section 2256.009(b) of the Texas Government Code, that have a market value of not less than the principal amount of the certificates or in any other manner and amount provided by law for deposits of the City;~~

~~b. Governed by a Depository Contract, as described in B.4 of this section, that complies with Federal and State regulation to properly secure a pledged security interest, and,~~

~~c. **Solicited** for bid verbally, in writing, electronically, or any combination of those methods.~~

6. AAA-rated, SEC registered ~~M~~money market mutual funds in compliance with SEC Rule 2a-7 ~~regulated by the Securities & Exchange Commission, with a dollar weighted average portfolio maturity of 90 days or less; that fully invests dollar-for-dollar all City funds without sales commissions or loads; and, whose investment objectives include seeking~~ which strive to maintain a $1 stable net asset value ~~of $1 per share~~. ~~The City may not invest funds under its control in an amount that exceeds 10% of the total assets of individual money market mutual fund or exceeds 80% of its monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service in money market mutual funds. Government Code 2256. 01 4(c).~~

7. ~~Eligible~~ Local government ~~I~~investment ~~P~~pools which strive to maintain a $1 net asset value as further defined in Section 2256.016 of the Texas Government Code ~~provided that (a) investment in the particular pool has been authorized by the City Commission; (b) the pool shall have furnished the Investment Officers or other authorized representatives of the City an offering circular containing the information required by Section 2256.016(b) of the Government Code; (c) the pool shall furnish to the Investment Officers or other authorized representatives of the City Investment transaction confirmations with respect to all investments made with it; (d) the pool shall furnish to the Investment Officers or other authorized representatives of the City, monthly reports that contain the information required by Section 2256.016 (c) of the Government Code; (e) the pool shall be a public funds investment pool created to function as a Money Market mutual fund maintaining a $1 net asset value (f) the pool's assets shall consist exclusively of the obligations that are described by 1-7 above; (g) and whose investment philosophy and strategy are consistent with this Policy and the City's ongoing investment strategy~~.

8. A1/P1 or equivalent rated ~~C~~commercial paper ~~that has~~ with a stated maturity of ~~270~~180 days or fewer from the date of ~~issuance~~ purchase ~~and is rated not less than A1-1 or P-1 or an equivalent~~

~~rating by at least two nationally recognized credit rating agencies or by one nationally recognized credit rating agency provided the commercial paper is fully secured by an irrevocable letter of credit issued by a bank organized and existing under U. S. law or the law of any state. Gov't Code 2256.013~~

9. State and local government debt from any US state, rated A or better by a nationally recognized rating agency with a maximum maturity of three years to stated maturity.

10. FDIC insured *brokered* certificates of deposit securities from a bank in any US state, delivered versus payment to the City's safekeeping agent, not to exceed one year to maturity. Before purchase, the Investment Officer or Adviser must verify the FDIC status of the bank on www.fdic.gov to assure that the bank is FDIC insured.

11. Fully insured or collateralized Interest bearing depository accounts in any bank doing business in Texas.

~~B. Protection of Principal~~V. Internal Controls

The City shall seek to control the risk of loss due to the failure of a security issuer or grantor. Such risk shall be controlled by investing only in the safest types of securities as defined in the Policy; by qualifying the broker, dealer and financial institution with whom the City will transact, by collateralization as required by law; and through portfolio diversification by maturity and type.

1. Delivery versus Payment (DVP)

The purchase of all ~~individual~~ securities shall be executed "delivery versus payment" (DVP) through the City's depository or ~~S~~safekeeping ~~A~~agent. By so doing, City funds are not released until the City has received, through the ~~S~~safekeeping ~~A~~agent, the securities purchased. To perfect DVP, the city's depository or safekeeping agent as a broker/dealer.

2. Loss of Required Credit Rating

The Investment Officer or Investment Adviser shall monitor, on no less than a weekly basis, the credit rating on all authorized investments in the portfolio requiring ratings, based upon independent information from a nationally recognized rating agency. If any security falls below the minimum rating required by Policy, the Investment Officer or Adviser shall notify the City Manager of the loss of rating, conditions affecting the rating and possible loss of principal with liquidation options available, within a reasonable time after the loss of the required rating. Liquidation shall be made on a prudent basis.

3. Monitoring FDIC Insurance

The Investment Officer or Investment Adviser shall monitor, on no less than a weekly basis, the status and ownership of all banks issuing brokered CDs owned by the City based upon information from the FDIC. If any bank has been acquired or merged with another bank in which brokered CDs are owned, the Investment Officer or Adviser shall immediately liquidate any brokered CD which places the City above the FDIC insurance level.

4. Diversification by Investment Type

The City's Portfolio shall be diversified to eliminate the risk of loss resulting from ~~one~~ concentration of assets in a specific maturity, a specific issuer or a specific class of investments. Investments of the

City shall always be selected that provide for stability of income and reasonable liquidity.

~~The policy of the City of Taylor, except when investing with the Depository Bank, Investment Pools, U.S. Treasury Bills, Bonds and Notes or in U.S. Agencies, will be to diversify its portfolio when investing in the following:~~

~~Certificates of Deposit of other banks, savings banks and state or federal credit unions domiciled in Texas;~~
~~Repurchase Agreements;~~
~~c. Commercial Paper; or~~
~~d. Other investment instruments provided by law~~

Bond proceeds may be invested in a single flex repurchase agreement~~security or investment~~ or SLUG if the Investment Officer determines that such an investment is reasonable or is necessary to comply with Federal arbitrage restrictions .

5. Diversification by Investment Maturity

In order to minimize risk of loss due to interest rate fluctuations, investment maturities will not exceed the anticipated cash flow requirements of the funds. Portfolios will be laddered to address known monthly liabilities. ~~Maturity guidelines by fund are as follows:~~

~~**a. Current Operating Funds**~~

~~The weighted average days to maturity for the operating fund portfolio shall be less than 200 days and the maximum allowable maturity shall be two years.~~

~~**b. Bond Proceeds**~~

~~The investment maturity of bond proceeds (excluding reserve and debt service funds) shall generally be limited to the anticipated cash flow requirement or the "temporary period," as defined by Federal tax law. During the temporary period bond proceeds may be invested at an unrestricted yield. After the expiration of the temporary period, bond proceeds subject to yield restriction shall be invested considering the anticipated cash flow requirements of the funds and market conditions to achieve compliance with the applicable regulations.~~

~~**c. Repair and Replacement Funds**~~

~~The investment maturity of repair and replacement funds shall generally be limited to the anticipated cash flow requirement according to the budgeted project schedule. The maximum maturity shall not exceed three years and the maximum average life of the fund shall not exceed one year.~~

~~**d. Debt Service Funds**~~

~~Debt Service Funds shall be invested to ensure adequate funding for each consecutive debt service payment. The Investment Officers shall invest in such a manner as not to exceed an "unfunded" debt service date with the maturity of any investment. An unfunded debt service date is defined as a coupon or principal payment date that does not have cash or investment securities available to satisfy said payment.~~

~~e. Bond Reserve Funds~~

~~Market conditions, Bond Resolution constraints and Arbitrage regulation compliance will be considered when formulating Reserve Fund strategy. Maturity limitation shall generally not exceed the call provisions of the Bond Resolution and shall not exceed the final maturity of the bond issue.~~

~~f. Operating Reserve Funds~~

~~The anticipated cash requirements of other City funds will govern the appropriate maturity mix. Appropriate portfolio strategy shall be determined based on market conditions, Policy compliance, City financial condition, and risk/return constraints. Maximum maturity shall not exceed ten years and each fund's weighted average life shall not exceed five years.~~

~~g. Fiduciary Funds~~

~~Since the purpose of these funds is for investment purposes only, market conditions and risk/return analysis may allow maximum maturity of ten years.~~

6. Ensuring Liquidity

Liquidity shall be achieved by anticipating cash flow requirements, by investing in securities with active secondary markets and by investing in eligible money market mutual funds, ~~and~~ local government investment pools and interest bearing bank accounts.

A security may be liquidated to meet unanticipated cash requirements, to re-deploy cash into other investments expected to outperform current holdings, or otherwise to adjust the portfolio.

~~4.~~ VI. Collateralization

Consistent with the requirements of State law, the City requires all ~~bank and savings and loan association~~ time and demand deposits to be i Texas banks and to be federally insured or collateralized with eligible securities. Financial institutions serving as City Depositories will be required to sign a Depository Agreement with the City and the ~~City's safekeeping agent~~custodian of pledged securities. The Agreement will be executed in compliance with FIRREA[1]. The ~~safekeeping~~ portion of the Agreement shall define the City's rights to the collateral in ~~case~~ the event of default, bankruptcy, or regulatory closing and shall establish a perfected security interest in compliance with the FIRREA ~~Federal and State~~ regulations~~, including~~:

- Agreement must be in writing;
- Agreement has to be executed by the Depository and the City contemporaneously with the acquisition of the asset;
- Agreement must be approved by resolution of the Bank Board of Directors or the bank loan committee ~~of the Depository~~ and a copy of the meeting minutes must be delivered to the City;
- Agreement must be part of the Depository's "official record" continuously since its execution.

Repurchase agreements must also be secured in accordance with State law. Each counter party to a repurchase transaction is required to sign a copy of the Public Securities Association Master Repurchase Agreement as approve by the City. An executed copy of this Agreement must be on file before the City will enter into any transactions with a counter party. All Master Repurchase

[1] Federal Insitutions Resource, Recovery and Enforcement Act which guides the actions of the FDIC in bank closures.

Agreements must be approved by the Administrative Policy Committee.

All securities pledged to the City for these deposits shall be held by an independent third party institution outside the holding company of the pledging bank.

In order to anticipate market changes and provide a level of additional security for all funds, the market value of the collateral will be maintained at 102% of total principal and accrued interest. The depository will be responsible for monitoring and maintaining the collateral and margins daily. The custodian or pledging bank will provide monthly reports to the City detailing the collateral and including current market values.

a. Allowable Collateral

Acceptable collateral for deposits and repurchase agreements shall include only:

- obligations of the U.S. Government, its agencies and instrumentalities, including mortgage backed securities and CMO passing the bank test,
- US state and local obligations rated A or better, and
- letters of credit from FHLB Banks (for time and demand deposits only).

Preference will be given to pledged securities.

~~**(1) Certificates of Deposit**~~

~~Eligible securities for collateralization of deposits are defined by the Public Funds Collateral Act, as amended and meet the constraints of this Policy.~~

~~**(2) Repurchase Agreements**~~

~~Securities underlying repurchase agreements are limited to U. S. Government, Agencies and Instrumentalities obligations, which are eligible fore wire transfer (i.e., book entry) to the City's designated safekeeping agent through the Federal Reserve System and meet the constraints of this Policy.~~

b. Collateral Levels

(1) Time and Demand Deposits~~Certificates of Deposit~~

The market value of the principal portion of collateral pledged for ~~certificates of deposit~~ time and demand deposits must, at all times, be equal to or greater than 102% of the total deposit ~~the par value of the certificate of deposit plus accrued interest~~, less the applicable level of FDIC insurance.

(2) Repurchase Agreements

The market value of the principal portion of collateral owned under the repurchase agreement must, at all times, be equal to or greater than 102% of the total outstanding repurchase agreement amount. ~~A repurchase agreement's security value shall be the par value plus accrued interest, and the security's market value must be maintained at the following minimum levels:~~

~~Agreement Maturities Greater Than One Business Day~~

~~U. S. Treasury Securities . . . . .102%~~
~~U. S. Agency & Instrumentalities. . . . . .102%~~
~~Mortgage Backed Securities. . . . . .105%~~

~~Agreement Maturities of One Business Day~~

~~All Securities. . . . . 100%~~

c. Monitoring Collateral Adequacy

(1) ~~Certificates of Deposit~~TIme and Demand Deposits

The City shall require monthly reports with market values of pledged securities from all financial institutions/custodians holding City time and demand deposits. ~~with which the City has certificates of deposit~~. The Investment Officers will monitor adequacy of collateralization levels to verify market values and total collateral positions.

(2) Repurchase Agreements

~~Weekly~~ Daily monitoring by the provider and Investment Officers of market values of all underlying securities purchased for City repurchase transactions is required. ~~More frequent monitoring may be necessary during periods of market volatility.~~

d. Additional Collateral and Securities

(1) Time and Demand Dsposits~~Certificates of Deposit~~

If the collateral pledged ~~for a certificate of deposit~~ falls below the total ~~par~~ value of the deposit~~, plus accrued interest~~ less FDIC insurance, the institution ~~issuing the CD's~~ will take action or will be notified by the Investment Officers and ~~will~~ be required to pledge additional securities no later than the end of the next succeeding business day.

(2) Repurchase Agreements

If the value of the securities underlying a repurchase agreement falls below the margin maintenance levels specified above, the ~~Investment Officers will request~~provider will immediately provide additional securities. ~~If the repurchase agreement is scheduled to mature within five business days and the amount is deemed to be immaterial, then the request is not necessary.~~

~~**e. Collateral Substitution**~~

~~Collateralized certificates of deposit and repurchase agreements often require substitution of collateral. Any broker, dealer or financial institution requesting substitution must contact the Investment Officers for approval and settlement. The substituted security's value will be calculated and substitution approved if its value is equal to or greater than the required security level. The Investment Officers, or a designee, must provide written notification of the decision to the bank or the safekeeping agent holding the security prior to any security release. Substitution is allowable for all transactions, but should be limited, if possible, to minimize potential administrative problems and transfer expense. The Investment Officers may limit substitution and assess appropriate fees if substitution becomes excessive or abusive.~~

7. Safekeeping of City Owned Securities

a. Safekeeping Agreement

The City shall contract with its depository or another bank ~~or banks~~ for the safekeeping of securities ~~either~~ owned by the City ~~as a part of its investment portfolio or as part of its depository and repurchase agreements~~.

b. Safekeeping of ~~Certificate of Deposit~~ Time and Demand Deposit Collateral

All collateral securing ~~bank and savings and loan~~ time and demand deposits ~~must~~ shall be held by a third party banking institution acceptable to ~~and under contract with~~ the City~~, or by the Federal Reserve Bank~~.

c. Safekeeping of Repurchase Agreement Securities

The securities purchased under repurchase agreements must be delivered to a third party custodian ~~with whom~~ approved by the City ~~has established a safekeeping agreement~~.

~~C.~~ VII. Investment Advisors and Broker/Dealers

Investment selection for all funds shall be based on legality, appropriateness, liquidity, and risk/return considerations. All City investment portfolios shall be pro-actively managed to enhance ~~overall~~ interest income.

Non-discretionary Investment Advisors shall adhere to the spirit, philosophy and specific term of this Policy and shall invest within the same "Standard of Care." Investment broker/dealers shall adhere to the spirit, philosophy and specific term of this Policy and shall avoid recommending or suggesting transactions outside that "Standard of Care."

Selection of brokers/dealers must be registered with the Texas State Securities Commission~~licensed and in good standing with the Texas Department of Securities,~~, the Securities Exchange Commission, and the ~~National Association of Securities Dealers~~ Financial Industry Regulatory Association (FINRA) ~~or other applicable self-regulatory organization~~ or their successors.

Selection of Investment Advisors and broker/dealers will be performed by the Investment Officer. The Investment Officer will establish criteria to evaluate Investment Advisors and broker/dealers, including:

1. Adherence to the City's policies and strategies;
2. Investment performance and transaction pricing within accepted risk constraints;
3. Responsiveness to the City's request for services, information and open communication;
4. Understanding of the inherent fiduciary responsibility of investing public funds;
5. Similarity in philosophy and strategy with the City's objectives

The City Council will adopt the list of authorized broker/dealers proposed by the Investment Officer at least annually. The list is attached as Attachment A to the Investment Policy.

~~Selected Investment Advisors and b~~Broker/dealers shall provide timely transaction confirmations and monthly portfolio reports. Investment Advisers shall provide complete monthly and quarterly reports.

Both will receive a copy of the City Investment Policy whenever material changes are made.

~~Broker/Dealers eligible to transact investment business with the~~ Local government pools in which the City participates shall be presented a written copy of this Investment Policy. ~~Additionally the registered principal of the business organization seeking to transact investment business~~ The pool shall execute a written instrument substantially to the effect that the ~~registered principal~~ pool has~~:~~ received and reviewed this Investment Policy, and acknowledged that the pool has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities with the City.

~~The City shall not enter into an investment transaction with a Broker/Dealer prior to receiving the written instrument described above.~~

~~D.~~VIII. Investment Officers Responsibility and Controls

1. Authority to Invest

The Director of Finance shall be designated by City Council resolution as~~is~~ the "Investment Officer" of the City. ~~As~~The Investment Officer ~~he/she~~ is authorized to create investment accounts, deposit, withdraw ~~(by check executed over two signatures as outlined in this Policy)~~, invest, transfer, execute documentation, and otherwise ~~manage~~ invest City funds according to ~~the rules governing the investment of City funds provided in~~ this Policy. The Investment Adviser may invest through the non-discretionary Investment Adviser. In his/her absence, the Accountant, Assistant City Manager and/or City Manager may serve as Investment Officer in his place and are subject to the same training requirements and must adhere to the policies set forth in this Policy~~ Statement~~.

The Director of Finance as Investment Officer shall attend at least one training session, within twelve months of assuming these duties, that addresses investment controls, security risks, strategy risk, market risks, and compliance with the Public Funds Investment Act.

2. Investment Officer Required Training

All designated Investment Officers shall:

a. attend ~~at least one~~ ten (10) hours of training within 12 months after designation as Investment Officer, ~~session,~~ from an independent source approved by the City Council. ~~governing body of the local government or a designated investment committee advising the investment officer as provided for in this policy and containing a least 10 hours of instruction relating to~~ Instruction will include the Investment Officer's legal responsibilities~~, within 12 months after taking office or assuming duties~~; and

b. attend ~~an~~ eight (8) hours of investment training session not less than once in a two fiscal year period ~~and receive not less than 8 hours of instruction~~ relating to investment responsibilities from an independent source approved by the City Council.~~governing body of the local government or a designated investment committee advising the investment officer as provided for in the investment policy of the local government.~~

3. Prudent Investment Management

The designated Investment Officer(s) shall perform their duties in accordance with the adopted Investment Policy and internal procedures. The Investment Officer acting in good faith and in accordance with these policies and procedures shall be relieved of personal liability.

4. Standard of Care

The standard of care ~~used by the City~~ shall be the "prudent ~~investor~~ person rule" and shall be applied in the context of managing the overall portfolio within the applicable City and legal constraints. The ~~Public Funds Investment Act~~ Prudent Person Rule states:

"Investments shall be made with judgment and care, under circumstances then prevailing, that a person of prudence, discretion and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived."

5. Liability of City Investment Officer

The City Investment Officer is not responsible for any loss of City funds through the failure or negligence of a depository. Sec. 113.005 Local Government Code does not release the Investment Officer from responsibility for a loss resulting from the official misconduct or negligence of the Investment Officer, including misappropriation of funds, or from responsibility for funds until a depository is selected and the funds are deposited.

6. Personnel Authorized to Transact ~~Fiscal~~ Investment Transactions~~Affairs~~

~~All vouchers, checks, drafts, certificates of deposit, orders for the release or exchange of securities held as collateral for City's funds on deposit with its depository banks and any other instruments necessary in the transaction of City's financial affairs shall bear the signature of any two of the following (except that at least one of the signatures must be that of either the City Manager or the Director of Finance):~~

All investment transactions and directions concerning collateral levels and substitutions shall be made by the designated Investment Officer(s) and documented fully. Complete monthly reports shall be provided the City Manager and City Council reporting all transactions.

~~Mayor~~
~~City Manager~~
~~Assistant City Manager~~
~~Director of Finance~~
~~Accountant~~

7. Standards of Ethics

The designated Investment Officer shall adhere to City's Code of Conduct. Additionally, the Investment Officer shall file with the Texas Ethics Commission and the City Council a statement disclosing any personal business relationship as defined in the Public Funds Investment Act (2256.005(i)) with any entity seeking to sell investments to the City ~~or~~ with which ~~any~~ relationships exist within the second degree by affinity or consanguinity to ~~an individual seeking to sell investments to the City~~ the Investment Officer.

8. Establishment of Internal Controls

The Director of Finance will oversee the maintenance of a system of internal controls over the investment activities of the city in accordance with this Policy.

~~9.~~ IX. Reporting

Monthly and Quarterly Reports

Investment performance will be monitored and evaluated by the Investment Officer(s). The Investment Officer(s) will provide ~~either~~ monthly and quarterly ~~or at more frequent intervals a~~ comprehensive reports ~~that shall be certified by the Investment Officer and submitted to the City Council along with a periodic Financial Report~~in accordance with the Public Funds Investment Act. The Investment Officer(s) shall sign each quarterly report with a statement of compliance. At a minimum ~~T~~the investment reports shall:

1. Describe in detail all the investment positions of the City,
2. State the reporting period beginning market value; additions or changes to the market value during the period and ending market value for the period of each ~~pooled fund group~~portfolio or sub-portfolio,
3. State the maturity date of each investment security,
4. State the fund for which each investment security was purchased, and
5. Detail earnings for the period and summarize allocations.

Market prices will be obtained from independent prices.

Annual Report and Audit

The City, in conjunction with its annual financial audit, shall perform a compliance audit of management controls on investments and adherence to the City's Investment Policy and strategies.

~~V~~X. REVIEW AND AMENDMENT

The City of Taylor City Council shall review its investments policy and investment strategies on no less than an annual basis. It shall be the duty of the Investment Officer to notify the City Council of any significant changes proposed in investment methods or procedures prior to their implementation. ~~The Investment Policy, including a section on Investment Strategies shall be adopted annually by the City Council.~~ The resolution adopting the Policy and Strategies of the City shall note all changes made to the Policy and Strategies.

ATTACHMENT A

APPROVED BROKER/DEALER LIST

CITY OF TAYLOR

~~July 27~~_____________, 2017

The following firms are in compliance with the City's Investment Policy requirements and are in good standing with the Securities and Exchange Commission and State of Texas.

Bank of America/Merrill Lynch
Cantor Fitzgerald
Falcon Square
Int'l F.C. Stone
Morgan Stanley
Mizuho Securities
Mutual Securities
Piper Jaffray
Raymond James
RBC Capital Markets
Stifel Nicolaus
Vining Sparks
Wells Fargo
Williams Capital Group

These brokers meet City investment policy requirements ~~of:~~ and have been provided a copy of the City's investment policy which is re-sent to each broker/dealer whenever material changes are made to the policy.

Investment Policy and Strategy Changes

January 2018

Purpose and Scope

- Setting guidelines and controls
- Annual adoption by Council
- Basing decisions on cash flow needs

Program Objectives

- Liquidity buffer built in
- Diversification in all market sectors
- Yield benchmarks created: 6 mo and 12 mo
- Maturity limit reduced from 10 to 3 years

Strategy

- Addition of authorization for an investment advisor
- Maximum maturity set at three years
- Assurance of debt service payment coverage

Authorized Investment Changes

- Requirement for competitive bidding added
- Exclusion of any mortgage-backed securities
- Defined *depository* CDs
- Requiring AAA rating on money market funds
- Adding brokered CDs insured by FDIC
- Adding interest bearing accounts in Texas

Internal Controls

- Requiring delivery versus payment for City control
- Procedure defined is credit ratings drop
- Procedure added for monitoring FDIC insurance

Collateral

- Added requirement for FIRREA execution
- Added need for resolution from the bank
- Requiring 3rd party custody of collateral
- Requiring 102% collateral margins
- Requiring monthly reports from custodian
- Defining authorized collateral

Broker/Dealer Requirements

- Requiring registration at Texas Securities Commission
- Requiring FINRA registration nationally
- Adoption of broker list by Council annually
- Brokers to receive copy of investment policy
- Adviser
  - Sec registration required
  - Monthly and quarterly reporting

Authority and Responsibilities

- Investment Officers
  - Training and disclosure
  - Authorization to make investments
- City Council
  - Ultimate fiduciary responsibility

Reporting

- Monthly and quarterly reporting required
- Quarterly reports are to be signed
- Minimum requirements for reports set
- Market prices from independent sources

Broker/Dealer List

- Updated to include 14 broker/dealers
  - Four primary dealers
  - Ten regional broker/dealers

Questions?

City Council Meeting
January 11, 2018
Agenda Item Transmittal

STRATEGIC PILLAR

☐ Streets/Infrastructure

☒ Quality of Life

☐ Economic Vitality

Agenda Item #: 13

Agenda Title: Consider approving Resolution R18-1 authorizing an application and Resolution R18-2 adopting an Affirmative Fair Housing Marketing Plan with regards to the HOME Program.

Council Action to be taken: Approve Resolution R18-1 and R18-2 as presented

Initiating Department: Development Services

Staff Contact: Ashley Lumpkin, Development Services Director

1. INTRODUCTION/PURPOSE

This is a request for authorization to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) to participate in the upcoming HOME Program contract awards.

2. DESCRIPTION/ JUSTIFICATION

Texas Department of Housing and Community Affairs (TDHCA) anticipates receiving approximately $3.1 million in Emergency Solutions Grants funds from the U.S. Department of Housing and Urban Development ("HUD") for the Federal Fiscal Year 2018. The purpose of this program is to provide funding to local organizations to assist individuals experiencing homelessness or persons at risk of homelessness to quickly regain stability in permanent housing after experiencing a housing crisis and/or homelessness. This program allows the city to develop a viable community, including housing and opportunities for low to moderate income families.

As a part of this application, TDHCA is now requiring an Affirmative Fair Housing Marketing (AFHM) Plan for the City of Taylor. Fair housing is defined as the right to choose housing free from unlawful discrimination. The AFHM Plan is a strategy to attract buyers and renters of all majority and minority groups, regardless os sex, handicap, familial status, etc. The plan goes into further detail on the initial advertising, community outreach, and other marketing activities to inform potential applicants of the program. The AFHM Plan forms must be completed with applying for funding through the U.S. Department of Housing and Urban Development (HUD).

3. FINANCIAL/BUDGET

In the past, the typical award received will provide funding for four homes. The City is committing to matching funds of approximately $12,750 or 15% of hard cost construction per home, waived fees, in-kind services and cash as a contribution toward the HOME project. The City is committing $40,000 per application to facilitate the administration of the program during the TDHCA Disbursement process. These cash reserves are not to be permanently invested in the HOME Project but only used for short term deficits that are reimbursed by HOME program funds.

4. TIMELINE CONSIDERATIONS

Applications are due February 2018, with the Affirmative Fair House Marking Plan as a part of the application.

5. RECOMMENDATION

Staff recommends approval of Resolution R18-1 and R18-2 as presented.

6. REFERENCE FILES

13a. Resolution 18-1
13b. Resolution 18-2

RESOLUTION R18-1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAYLOR, TEXAS, AUTHORIZING THE SUBMISSION OF A TEXAS HOME INVESTMENT PARTNERSHIPS RESERVATION PROGRAM APPLICATION TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR PARTICIPATION IN THE HOME PROGRAM RSP AGREEMENT (HRA, PERSONS WITH DISABILITIES AND DISASTER FUND); AND AUTHORIZING THE DIRECTOR OF DEVELOPMENT SERVICES TO ACT AS THE CITY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE HOME PROGRAM RSP AGREEMENT.

WHEREAS, the City Council of the City of TAYLOR desires to develop a viable community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low/moderate income; and

WHEREAS, certain conditions exist which represent a threat to the public health and safety; and

WHEREAS, it is necessary and in the best interest of the City of TAYLOR to apply for participation in the HOME Program RSP Agreement;

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

1. That a request to the Home Investment Partnerships Program for participation in the HOME Program RSP Agreement is authorized to be filed on behalf of the City with the Texas Department of Housing and Community Affairs.

2. That the City directs and designates the Director of Development Services, Ashley Lumpkin, as the City's Chief Executive Officers and Authorized Representatives to act in all matters in connection with this application and the City's participation in the HOME Program, including execution of the City's HOME RSP Agreement.

3. That it be stated that the City of TAYLOR is committing to matching funds in the approximate amount of $15,000.00 (15% of hard cost construction up to $100,000 per home), per home activity, consisting of waived fees, in-kind services, and cash as a contribution toward the activities of this HOME project in the amount required in 10 TAC, Chapter 23 rules at the time an activity is made and approved in the system.

4. That is be stated that the City of TAYLOR is committing $40,000 in unencumbered cash reserves to the project to facilitate the administration of the program during the TDHCA disbursement process. These cash reserves are not to be permanently invested in the HOME project but are to be used for short term deficits that are reimbursed by HOME program funds.

Passed and approved this ___ day of _______, 2018.

____

Brandt Rydell, City Mayor

____

Susan Brock, City Clerk

RESOLUTION 18-2

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAYLOR, TEXAS, AUTHORIZING ADOPTING AN AFFIRMATIVE FAIR HOUSING MARKETING PLAN IN REGARDS TO THE TEXAS HOME INVESTMENT PARTNERSHIPS HRA PROGRAM APPLICATION BY THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR PARTICIPATION IN THE HOME PROGRAM HRA RESERVATION SYSTEM.

WHEREAS, the City Council of the City of TAYLOR desires to develop a viable community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low/moderate income; and

WHEREAS, certain conditions exist which represent a threat to the public health and safety; and

WHEREAS, it is necessary and in the best interest of the City of TAYLOR to participation in the HOME Program HRA PROGRAM;

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

- 1. That the city discuss and approve THE AFFIRMATIVE FAIR HOUSING MARKETING PLAN as required for participation with the Texas Department of Housing and Community Affairs (TDHCA) Home HRA Reservation Program. This Affirmative Fair Housing Marketing Plan shall be amended from time to time.

Passed and approved this ___ day of ____________, 2018.

____

____

City Council Meeting
January 11, 2018

STRATEGIC PILLAR

☐ Streets/Infrastructure

☒ Quality of Life

☐ Economic Vitality

Agenda Item #: 14

Agenda Title: Receive information from prior Charter Review Committee regarding charter amendments.

Council Action to be taken: Receive information and continue discussion.

Department Submitted: City Administration at request of City Council

Staff Contact: Susan Brock, City Clerk

1. PURPOSE/DESCRIPTION

In August 2012 Mr. John McDonald, Chairman of the Charter Review Committee presented a report to Council with a recommendation from the committee. Staff contacted previous committee members who have been asked to be available at this meeting for you to ask questions and/or continue the discussion.

2. STAFF ANALYSIS AND RECOMMENDATION (Why and How)

The current City Charter has not changed since the 2012 review. At that time, council members chose not to take any action regarding an election. Items selected to amend are included in the report as well as the agenda materials attached.

3. FUNDING SOURCE

City wide elections generally run between $5,000 and $10,000 with a charter election adding an additional $4-5,000 for publication notices, mailings, public hearings, etc. After the election if changes are approved additional costs would be incurred to have the new charter codified and reprinted ($8-10,000 estimated).

A charter election is not included in the 2017/2018 fiscal year budget.

4. TIMELINE CONSIDERATIONS

Deadline to call an election in May is February 6, 2018; deadline for the November election is August 10, 2018.

5. OTHER OPTIONS (In order of preference)

If council feels action is warranted, an election can be called to amend the current city charter either in May or November of 2018.

Reactivate previous committee to update their work and report back to Council.

Appoint new committee to review the city charter and report back to Council.

6. ATTACHMENTS

14a. Final Report of Charter Review Committee, August 2012.
14b. Charter Review Committee Roster
14c Minutes from Committee reports to Council

Charter Review Committee Report - 8/14/12

Honorable Mayor, City Council Members, Senior Staff,

This is the final report of the 2012 Taylor Charter Review Committee.

Process

The City Council appointed 13 members to the review committee, one member resigned following the organizational meeting and another resigned after attending two meetings. Every meeting was composed of a super majority and those who were absent had valid excuses. There were four committee meetings in addition to the organizational meeting.

Staff provided benchmark city charters as reference material. The benchmark cities were: Georgetown, Temple, Cedar Park, Hutto, Belton, Harker Heights, Leander, Brenham, and Round Rock.

Assistant City Manager Jeff Straub and City Attorney Ted Hejl attended each meeting providing background information and insight into each topic discussed. Senior staff presented each issue to the committee delineating the issue, background information, and a Taylor staff recommendation. The committee subsequently discussed each issue, asking questions of both staff and committee members. ALL committee members were engaged and each member of the committee was asked for comments on every issue. Discussion was completely open and enthusiastic with each member displaying a dedication, understanding, and attention to the entire Taylor community.

At the first committee meeting, a concern was voiced about the expediency of the proceedings and the deadline imposed by the City Council. The feeling was the committee was being rushed in order to meet the deadline for calling a charter election in November. One Nay vote on the final amendments was due to the Council's deadline and the feeling of lack of time for due diligence.

Once each issue had been thoroughly discussed, a committee vote was taken on each issue. Decisions were based upon a plurality vote as had been specified at the committee organizational meeting. Minutes, taken at each meeting, were subsequently distributed and reviewed by the entire committee.

"Housing keeping", items which violate state law or are inconsistent, were considered first. Potential charter amendments, identified by the Taylor City Council, were discussed next. Finally, charter items which had been sent to City staff by Taylor citizens and items brought up by committee members were discussed and acted upon.

Recommended Taylor City Charter Amendments

1 **Majority Vote**. Sec. 4.1 specifies council members will be elected by plurality vote which violates the Texas Constitution Article 11, Sec.11 (b) <u>IF</u> the term exceeds 2 years. Committee recommendation to change to majority vote was unanimous.

2 Vacancies. Sec. 4.4 is consistent with the State Constitution requiring vacancies to be filled BY ELECTION within 120 days and NOT filled by appointment. Examples of vacancies due to illness, accident, death, etc. were discussed. The committee recommended no action as the charter already dictates how to fill vacancies but requests the City Council adhere to the charter in filing any vacancy by an election within 120 days, per state law.

3 Election date. Sec. 6.1 states council's elections to be held on the first Saturday in May which could violate the state's uniform election date in May. There was neither clear mandate nor will to add clarifying language to the charter.

4 Municipal court. Article 16, Sec. 16.1 establishes a Municipal Court. In 2011 the City Council converted the Taylor Municipal Court to a court of record. Consensus opinion was to leave the charter language unchanged enabling the Council the flexibility to change the court of record back to a Municipal Court WITHOUT a charter election.

5 **City Manager authority**. Article 9, Sec. 9.1 generally states employees of the city shall be employed by the city manager subject to approval of the City Council. This provision violates the basic principal of the council/manager form of government. No employment has ever been "challenged" by a City Council member. Therefore, removal of this provision is recommended by a unanimous vote of the committee.

6 Direct election of Mayor. Temple was the only "benchmarked" city which, up until very recently, elected their mayor solely by the city council members. Much discussion centered on the expanded 'powers' bestowed upon a mayor elected by the citizenry. There was absolutely no support for expanding the 'power' of Taylor's mayor. There was some concern a mayor elected at-large would exclude minorities. The majority, by a 6-5 vote, decided to leave the election of Taylor's mayor in the power of the City Council especially if the 'powers' of the mayor position are not expanded.

7 Term limits. None of the benchmark cities specify term limits for council members. Discussion centered on the knowledge base and importance of experienced council members as well as the smaller talent pool in Taylor due to smaller population. There was no initiative to recommend term limits for Taylor City Council members.

8 **Residency requirement**. The committee unanimously determined anyone filing for or holding the position of Taylor City Council member must continuously reside in the district for at least 12 months prior to the first filing date and must continuously reside within that same district.

9 **Hold no other office**. The committee was adamant anyone holding a position on the Taylor City Council must NOT hold or file for another public office. The duties and time requirements for City Council are great and it was felt City business should receive the complete attention of those elected to the City Council. Concerns of perceived or real conflict of interest were also expressed. For example, a current Taylor City Council member may not file for a position on the TISD board without first resigning from the City Council. A minority opinion was expressed this requirement would preclude a qualified person from holding an appointed county or state position. This recommendation is presented to the City Council with a 10-1 vote in favor.

10 **City employment prohibition**. During conflict of interest discussions, it was unanimously determined the City charter should be amended to prohibit any employment by the City of Taylor of a City Council member or, for two (2) years following the Council member's last official meeting.

11 **City council member removal**. Taylor has an Ethics ordinance and a Council relations policy. However, neither provides an enforcement or removal procedure for violations. Legal opinion is firm: voters cannot be disenfranchised. All benchmarked cities have some process in place to remove a council member. In depth discussion presented the reasons for forced removal when necessary. Conservative, measured, steps were developed to ensure no one's rights would be violated, the process would be public, and consist of three defined steps. Violations of the Ethics ordinance or violations of the proposed City council member charter amendment would first be presented to the accused council member by a formal notice at least ten (10) days prior to a formal action. At least three (3) council members are required to

initiate the notice process. The facts in the removal proceeding must be presented in a public meeting where the council member accused is allowed to offer rebuttal remarks. Removal must be approved by the vote of four (4) council members. Deliberation of this recommendation was lengthy. All eleven (11) members voted in favor of the final ballot language.

12 **Street maintenance utility**. Staff presented reasons for the enormous task of maintenance and rebuilding Taylor's streets. References to the Street Inventory document, current City budget, and required revenue fairly quickly illustrated the magnitude of the tasks faced by the City Council. However, the committee asked the focus be solely on streets and NOT on a larger utility authority as it was felt additional utilities' focus could confuse the voters and raise concern about future Council actions. There was a minority opinion expressed this authority should have a ten-year life span. The committee unanimously agreed to allow the City Council to seek voter authorization to initiate a revenue stream DEDICATED TO ONLY THE STREET MAINTENANCE component. The committee was likewise unanimous that any funds raised should NOT be directed to reconstruction or rehabilitation of any streets in the Street Inventory identified as having already failed. To do so would undermine the faith and confidence of both this committee and the voters. Once the amendment language was finalized, and subsequent vote of the committee was taken. The proposed ballot language passed the committee with 9 Aye, 2 Nay. One nay vote expressed concern whether or not the voters could be properly informed if an election were held in November.

13 Initiative/referendum. Citizen input and one committee member recommended Taylor adopt initiative/referendum power on <u>ALL City Council actions</u> not just ordinances. All benchmark cities have higher voter percentage requirements to initiate this process and greatly restrict which council actions are subject to initiative. Discussion centered on the difference between representative and direct city government. Sentiment was expressed the City Council is doing a good job and does not need additional oversight. Initiative has not worked in California. Motion to leave the Taylor charter as is passed 8-1.

14 Expand City Council to seven. Discussed expanding the council with the addition of two (2) additional at-large positions. City attorney expressed great angst due to the Department of Justice power over the City as a result of the minority lawsuit in the '80s and reluctance Justice would accept such a change. Smaller talent pool and difficulty is securing qualified candidates was also discussed. Vote to expand the City Council failed 4-5.

15 Limit City Council 'powers'. Minority opinion expressed desire to limit the budgetary and other powers of the City Council, restricting even those bestowed on Home Rule cities by the state. Representative vs. direct democracy government arguments presented. Position received very limited support and no vote was taken.

16 Quorum. Discussion surrounded definition of 'quorum' and Robert's Rule of Order especially in the event more than one council member recuses themselves. Example was given of same situation caused by illness or accident. Motion was presented to require at least three (3) council members be present and voting in order for any City business to be conducted. Killeen was presented as example where, due to recall, a quorum was no longer possible and virtually all city business came to a halt. Motion failed 4-5.

17 Budget. A minority opinion was presented requesting the City budget should not be altered or amended during the year as priorities and requirements changed. No support. Motion died for lack of a second.

18 Taxation. Limit on tax increases and tax rate. Some cities have charter ceilings on the tax rate; however, the ceilings are many times the existing tax rate so as to be meaningless. Other restrictions and limitations already in state law. Limited discussion as there was no committee support for this proposal.

19 Ethics. Discussion centered on additions of specific ethics criteria into the charter. Example of the YMCA board/Taylor Rec center vote was cited. City Ethics ordinance already clearly specifies ethics requirements/limitations. No support to propose additional restrictions; in fact, a minority opinion was presented the current ethics ordinance is too restrictive.

<u>Summary</u>

The committee demonstrated exceptional harmony, enthusiasm, dedication, understanding, and attention to entire Taylor community. Everyone participated in the discussions and I believe all members have a sense of ownership in the process and final results. I believe the entire process was open and all viewpoints, even those controversial, were presented and discussed in a professional manner.

Proposed amendments #1-4, and #6 passed the committee with 10 Aye and 1 Nay vote. Proposed amendment #5 passed 11 Aye, -0- Nay and #7 passed 9 Aye, 2 Nay.

I believe the 2012 Taylor review committee has exceeded all the goals established by the City Council. I am very proud to have been selected to chair and represent this committee of dedicated, hardworking, citizens. I believe the committee's work is complete. Your work and that of the City staff now begins.

On behalf of the entire 2012 Taylor review committee, I respectfully ask the Taylor City Council to accept our report

Respectfully submitted,

John M. McDonald – Charter Review Committee Chair

CHARTER REVIEW COMMITTEE
2012

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City Council Meeting
February 19, 2013
Agenda Item Transmittal

Agenda Item #:	**3**
Agenda Title:	Consider introducing Ordinance 2013-06 calling an election on May 11, 2013 to amend the city charter.
Council Action to be taken:	Discuss and introduce Ordinance 2013-06
Initiating Department:	City Administration
Staff Contact:	**Jeff Straub, Assistant City Manager**

1. INTRODUCTION/PURPOSE

At a previous council meeting, Council advised staff that four of the previously suggested amendments (numbered as propositions 1, 4, 6 and 7) were acceptable to be placed on an upcoming ballot for consideration by the voters.

2. DESCRIPTION/ JUSTIFICATION

PROPOSITION 1: Majority Vote

"Shall Article 4, Section 4.1 of the Taylor City Charter be amended to require that Council members be elected by a majority vote."

In Article 4, Section 4.1, the current Taylor City Charter states that council members will be elected by plurality vote. This section conflicts with the Texas State Constitution Article XI, section 11(b) that states: "(b) A municipality so providing a term exceeding two (2) years but not exceeding four (4) years for any of its non-civil service officers must elect all of the members of its governing body by majority vote of the qualified voters in such municipality."

The City of Taylor is bound to operate in compliance with the Texas State Constitution. This change is to align our Charter with State law.

<u>PROPOSITION 2: No Council Employment by City</u>

"Shall Article 4, of the Taylor City Charter be amended to add Section 4.6 entitled "No City Employment" to prevent any City Council member from having paid employment with the City during office and for two years after termination from office."

This amendment would preclude city council members from being employed by the City during their term(s) of office and within 2 years after leaving office.

<u>PROPOSITION 3: City Manager Hires and Removes</u>

"Shall Article 9, Section 9.1 of the Taylor City Charter be amended to allow the City Manager to hire and remove employees of the City."

Section 9.1 of the Taylor City Charter states: "Employees of the City shall be employed by the City Manager subject to the approval of the City Council and may be removed by the City Manager by approval of the City Council."

The City of Taylor operates under the Council-Manager form of government where by charter and practice, the city manager is the chief administrative officer of the City. As such, the city manager is responsible for the hiring and dismissal of all employees. As noted above, our current charter conflicts with the concept of the Council-Manager form of government (and also the current practice of the City of Taylor). This Charter Amendment will cause our Charter to be consistent with actual and best practices.

<u>PROPOSITION 4: Street Maintenance Utility</u>

"Shall the Taylor City Charter be amended to add a new Charter Article entitled "City Street Maintenance Utility" allowing the City Council authority to establish a public street maintenance utility to collect funds which funds shall be used exclusively for City street corrective and preventive maintenance."

This Charter Amendment is for the creation of a street maintenance utility where all funds collected could only be used for City street corrective and preventive maintenance. If this utility is created, Taylor residents could be assessed a uniform single fee on their utility bills. Businesses would be assessed a fee based upon a formula that would take into consideration the type of business and the number of vehicular trips per day for that type of business.

3. FINANCIAL/BUDGET

The cost of a city-wide election is anticipated to be $12,000 and has been budgeted.

4. TIMELINE CONSIDERATIONS

Ordinance must be introduced and subsequently approved prior to March 1, 2013 for these measures to be offered at the May election date.

5. RECOMMENDATION

6. REFERENCE FILES

3a. Ordinance 2013-06

The City Council of the City of Taylor met on February 19, 2013, at City Hall, 400 Porter St., Taylor, Texas. Mayor Donald Hill declared a quorum and called the special meeting to order at 7:02 p.m. with the following present:

Mayor Pro Tem Chris Gonzales	Jim D. Dunaway, City Manager
Council Member Chris Osborn	Jeff Straub, Assistant City Manager
Council Member Brandt Rydell	Ted Hejl, City Attorney
Council Member Jesse Ancira (joined the meeting at 7:15 pm)	Susan Brock, City Clerk

REGULAR AGENDA – REVIEW/DISCUSS & CONSIDER/ACTION:

1. CONSIDER OPTIONS TO REDIRECT SURPLUS FUNDS FROM PREVIOUSLY ISSUED CERTIFICATES OF OBLIGATION.
   Mr. Dunaway requested the Mayor call a closed session to meet with the city attorney prior to this discussion.

EXECUTIVE SESSION

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

   - Legal issues associated with available funds

   Mayor Hill and council members retired to closed session at 7:03 pm.

   Council returned to open session at 7:44 pm and Mayor Hill stated that no action was taken during the executive session. Mr. Dunaway asked for additional consideration on adding funding for the side streets off of Second Street and to direct these funds to move the streets designated as "Fair" in the street inventory to "Good".

   Council Member Rydell moved to redirect all available surplus funds from certificates of obligation to the street rehabilitation and construction project pending the issue of funds from the TEDC. Council Member Osborn seconded the motion. VOTE: Four voted AYE; One vote NO (Mayor Hill). Motion passed.

2. DISCUSS AND CONSIDER FUNDING NEEDS AND OPTIONS FOR STREET PROGRAM.
   Mr. Dunaway asked that this item be skipped and addressed after the discussion of the remaining items, if needed.

3. CONSIDER INTRODUCING ORDINANCE 2013-06 CALLING AN ELECTION ON MAY 11, 2013 TO AMEND THE CITY CHARTER.

Mayor Hill invited Mr. Joe Naizer to address the Council regarding this item as part of Citizen Communication. Mr. Naizer stressed the need for public education on the development of a street maintenance utility prior to any vote. Mr. Dunaway presented a request for Council to consider delaying any action on calling a special election to amend the city charter until November, 2013 to allow more time to educate the public on why these changes are important. Mayor Pro Tem Gonzales and Council Member Rydell stressed the need for more time and Council Member Osborn would prefer no delay and to have the issue be put to voters in May.

Without further discussion, Mayor Hill asked Mr. Hejl to introduce the Ordinance as presented with a vote at the next council meeting on February 28th.

ORDINANCE NO. 2013-06

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TAYLOR, WILLIAMSON, COUNTY, TEXAS, ORDERING AN ELECTION ON PROPOSED AMENDMENTS FOR THE HOME RULE CHARTER OF THE CITY OF TAYLOR PROVIDING FOR THE PUBLICATION AND POSTING OF NOTICE; PROPOSING AMENDMENTS TO THE HOME RULE CHARTER OF THE CITY OF TAYLOR; PROVIDING FOR EARLY VOTING; AND PROVIDING AN EFFECTIVE DATE.

4. CONSIDER AND TAKE ACTION WITH RESPECT TO RESOLUTION R13-04 CALLING A BOND ELECTION FOR MAY 11, 2013; MAKING PROVISIONS FOR CONDUCTING THE ELECTION; AND RESOLVING OTHER MATTERS RELATED TO SUCH ELECTION.
   Mayor Hill asked council to pass on this item with no discussion.

ADJOURN

With no further business; Mayor Hill adjourned the meeting at 8:05 p.m.

____
Don Hill, Mayor

ATTEST:

____
Susan Brock, City Clerk

12. CONSIDER ACCEPTING GRANT FROM WILLIAMSON COUNTY CRIME STOPPERS.
Dan Ramsey, Interim Police Chief, presented a request to formally accept a grant from Williamson County Crime Stoppers in the amount of $9,942. The funds will be applied to the purchase of a computer server and identification card making system.

Mayor Pro Tem Gonzales moved to accept the grant as presented and Council Member Osborn seconded the motion. VOTE: Five voted AYE. Motion passed.

ORDINANCES

13. DISCUSS THE FORMATION OF A STREET MAINTENANCE AND CONSTRUCTION UTILITY.
Council Member Osborn moved to table this item until the next meeting (March 14, 2013) and Council Member Rydell seconded the motion. VOTE: Five voted AYE. Motion passed.

14. CONSIDER APPROVING ORDINANCE 2013-06 CALLING A CHARTER AMENDMENT ELECTION.
Mr. Straub presented a request for Council to consider delaying any action on calling a special election to amend the city charter until November, 2013 to allow more time to educate the public on why these changes are important. Council was in general agreement on this point and no action was taken on this item.

15. CONSIDER APPROVING ORDINANCE 2013-01 AMENDING ORDINANCE 98-18 REGARDING THE PARKS AND RECREATION ADVISORY BOARD AND CONFIRM APPOINTMENTS.
Mr. Straub presented a revised ordinance for further consideration regarding the Parks and Recreation Advisory Board structure and responsibilities. Mayor Hill requested that current members be asked to resubmit applications and that each Council Member be allowed to submit two names with the Mayor submitting three for consideration as well as the Taylor Independent School District (TISD) submitting one student name.

Mayor Hill moved to approve Ordinance 2013-01 with amendments as stated increasing the total number of members to 12, of which one will be a student member, and that all members will be newly appointed with three members appointed by the Mayor and each council member appointing two members with the Mayor appointing three. Council Member Osborn seconded the motion. VOTE: Four voted AYE; 1 vote NO (Rydell). Motion passed.

City Council Meeting
January 11, 2018
Agenda Item Transmittal

STRATEGIC PILLAR

☐ Streets/Infrastructure

☒ Quality of Life

☐ Economic Vitality

Agenda Item #: **15**

Agenda Title: **Consider approval of Guaranteed Maximum Price Proposal for Heritage Park Improvements**

Council Action to be taken: Consider approval of Guaranteed Maximum Price for Heritage Park Improvements

Initiating Department: **Parks and Recreation**

Staff Contact: **Casey Sledge**

1. PURPOSE/DESCRPTION

This item provides Council detailed information and the opportunity to consider and award the Guaranteed Maximum Price (GMP) proposed for Heritage Park Improvements.

2. STAFF ANALYSIS/ RECOMMENDATION

The information below is a more detailed breakdown of project costs, starting with the raw infrastructure cost and showing the cost of each element added. This 'bottom-up' approach is intended to show how much each desired project element adds to the overall project cost. This data is not intended to represent alternates that are suggested for removal from the project, though the information could help Council reduce the project if desired. If Council desires to remove elements that are not currently priced as Alternates, the project team will have to estimate the potential GMP Award amount during discussions.

- Alternate 1 will add the pavilion and pavilion string lights at the south end of the promenade (Porter and 3rd). If the pavilion is not selected, that area of the promenade will be open with no structures. The bollards will be constructed whether or not the pavilion is constructed.

- Alternate 2 will relocate the existing white columns in the park that are under old wooden structure to the garden area near the corner of Main and 5th and install an aluminum trellis over the columns. If this alternate is not selected, the columns are not planned for reuse.

- Alternate 3 adds canopy shade structures to the spray-ground area and an extra shade structure by the play area. If this alternate is not selected, minimal shade structures will still be constructed at the playground and adjacent seating area. Some shade structures must be included per the grant agreement.

- Alternate 4 adds a poured rubber surface and artificial turf to the play area. If this alternate is not selected, the surface under the play area will be a standard wood chip or similar surface.

- Alternate 5 reconstructs the City Hall parking lot from the edge of the Heritage Park construction on the east side of Porter to the front of City Hall. If this alternate is not selected, no paving work to the City Hall parking lot will occur.

The project includes reuse of old City Hall bricks (from building demoed that was previously located in Heritage Park). We are hoping to be able to relocate some of the wood pavers from 2nd Street if they can be excavated without too much damage. The plan is to place the old building bricks and wood pavers in strategic areas along the walking path in the park. All of the plaques currently in the park will be collected and placed in the park near the stage. LED lighting is planned throughout the park. Additional electrical connection for concerts and Christmas lighting is being provided.

Currently included is $70,000 of Owner Contingency, $0 of Contractor Contingency, and $30,000 of Tex Avery Sign Contingency included in the GMP. This GMP does not include Skatepark sidewalks or Gateway Signage.

Council awarded the Design-Build contract to Baird-Williams Construction. Baird-Williams Construction is ready to move into the construction phase. Bid prices are good only through January 2018. Several items were priced as Alternates to give Council flexible options.

RECOMMENDATION

Staff recommends Council consider awarding a Guaranteed Maximum Price of $3,413,154 with Alternates added as desired. Staff recommends discussing Alternate 5 for the City Hall parking lot improvements in February when the GMP amendment for the Skatepark sidewalks is brought to Council.

3. FUNDING/BUDGET

The Heritage Park Improvements project is partially funded with grant money from Texas Parks and Wildlife Department and City of Taylor general funds.

4. TIMELINE CONSIDERATIONS

If the GMP is awarded tonight, Baird Williams Construction plans to begin work on the improvements in January 2018 and reach substantial completion in July 2018.

5. REFERENCE FILES

15a. Bid Tab Analysis
15b. Bid Tabulation
15c Guaranteed Maximum Price
15d Presentation

City of Taylor, Texas
400 Porter Street
Taylor, Texas 76574

C/O

Jennifer Black
Sledge Engineering

RE: Improvements to Heritage Park
Guaranteed Maximum Price (GMP)

Dear Ms. Jennifer Black and the City of Taylor,

Baird/Williams Construction appreciates the opportunity to present our guaranteed maximum price (GMP) for the Improvements to Heritage Park project.

Baird/Williams Construction understands the importance of teamwork in any building program and we are committed to working together in the spirit of cooperation and partnership. Throughout the years, Baird/Williams Construction has carefully developed and maintained a philosophy of providing the excellent construction services that every Owner deserves. We are not so large that we have lost sight of this personal care that is the very basis of our success and reputation for client satisfaction.

Our team designated for this project has extensive construction experience and has successfully worked together delivering quality, on-time projects. Baird/Williams Construction is prepared to commit these key staff personnel and other resources of our organization to ensure the success of your project.

We are honored to present to you the GMP for consideration by Sledge Engineering and the City of Taylor. On the following page(s) you will see our outline of the Base Bid amount along with six (6) independent Bid Alternates. If I can answer any questions or be of assistance in any way, please do not feel free to contact me.

Sincerely,

BAIRD/WILLIAMS CONSTRUCTION, LTD.

Derek Marshall
Vice President of Administration
254-773-3499 x 208*
derek@bwconst.com
cc: WBW / BW / DM / KZ

Guaranteed Maximum Price (GMP – Base Bid):	**$3,591,452.00**
(Three Million Five Hundred Ninety One Thousand Four Hundred Fifty Two Dollars)	
Bid Alternate No. 1: (Add) Provide the pavilion and promenade string lights.	$190,912.00
Bid Alternate No. 2: (Add) Provide aluminum trellis'.	$22,692.00
Bid Alternate No. 3: (Add) Provide all canopy shade structures.	$53,297.00
Bid Alternate No. 4: (Add) Provide playground surfacing.	$84,187.00
Bid Alternate No. 5: (Add) Provide the City Hall parking lot.	$520,000.00
Bid Alternate No. 6: (Deduct) Provide standard water fountain feature spray heads in lieu of LED.	($32,603.00)

HERITAGE PARK IMPROVEMENTS
CITY OF TAYLOR
TAYLOR, TEXAS
BID TABULATION
BWC JOB # 572
December 5, 2017

Earthwork	
Champion Site Prep	Georgetown, Texas
Wolff Construction	Temple, Texas
Ranger Excavating	Austin, Texas
R.T. Schneider Construction	Belton, Texas
Pavement Markings	
Precision Pavement Maintenance	Bryan, Texas
Straight Line Striping	San Antonio, Texas
Wolff Construction	Temple, Texas
Erosion Controls	
Baird/Williams Construction	Temple, Texas
ABC Erosion Controls	Leander, Texas
Environmental Allies	Houston, Texas
Landscaping & Irrigation	
Baird/Williams Construction	
Chick Landscaping	Salado, Texas
Riata Landscape Services	Austin, Texas
Heart of Texas Landscape & Irrigation	Temple, Texas
Water Fountain Feature	
Kraftsman Playgrounds & Water Parks	Spring, Texas
Creative Components	New Braunfels, Texas
Site Utilties	
Smetana & Assocaites	Temple, Texas
Wolff Construction	Temple, Texas
Bell Contractors	Temple, Texas
Allied Underground	Bertram, Texas
Concrete	
CJ's Concrete Construction	Gatesville, Texas
Wolff Construction	Temple, Texas
Baird/Williams Construction, Ltd	Temple, Texas
Saunders Comercial Construction	Gatesville, Texas

HERITAGE PARK IMPROVEMENTS
CITY OF TAYLOR
TAYLOR, TEXAS
BID TABULATION
BWC JOB # 572
December 5, 2017

Masonry

E&T Masonry	Round Rock, Texas
Brick Builders	Lorena, Texas
J.T. Williams Masonry	Hutto, Texas
Tejano Construction	Austin, Texas

Structural Steel - Fabrication

Bludau Fabrication	Hallettsville, Texas
Blue Diamond Steel	New Braunfels, Texas
Fischbeck Welding	Victoria, Texas
Southern Star Steel Services	Lorena, Texas

Thermal & Moisture Protection

Division 7 Wateroofing	Waco, Texas
Alpha Insulation & Waterproofing	Round Rock, Texas

Doors / Frames / Hardware - Material Only

Hidell Builders Supply	Austin, Texas
H&H Doors & Hardware	Victoria, Texas
American Door Products	Houston, Texas

Floor Sealing

C&Z Enterprises	Pflugerville, Texas

Signage

Benchmark Signs	Benbrook, Texas
A1 Banner & Sign	Waco, Texas

Site Furnishings - Material Only

Kraftsman Playgrounds & Water Parks	Spring, Texas
Bike Rack	

Special Fabric Shade Structures

Kraftsman Playgrounds & Water Parks	Spring, Texas
Creative Components	New Braunfels, Texas

HERITAGE PARK IMPROVEMENTS
CITY OF TAYLOR
TAYLOR, TEXAS
BID TABULATION
BWC JOB # 572
December 5, 2017

PEMB Systems - Material Only

Kirby Building Systems	Starkville, Mississippi
CECO Building Systems	San Antonio, Texas
Red Dot Metal Buildings	Athens, Texas

PEMB Insulation - Material Only

Distribution International	Dallas, Texas

PEMB & Misc. Structural Steel - Erection

Baird/Williams Construction	Temple, Texas
Comal County Erectors	San Antonio, Texas
JP Steel	Bruceville Eddie, Texas

Plumbing

RAMS Mechanical	Temple, Texas
Triad Mechanical	Austin, Texas
Rabroker	Temple, Texas
Lochridge-Priest	Waco, Texas

HVAC

Air Craft	Pflugerville, Texas
Air Control	Temple, Texas
Rabroker	Temple, Texas

Electrical

Amos Electric	Temple, Texas
Warren Electric	Temple, Texas
Bartlett Electric	Waco, Texas
R.K. Bass Electric	Killeen, Texas

BAIRD / WILLIAMS CONSTRUCTION

BASE BID

ESTIMATE NO. : GMP
PROJECT : HERITAGE PARK IMPROVEMENTS
LOCATION: TAYLOR, TEXAS
TIME of COMPLETION:
OWNER: CITY OF TAYLOR

Bid Date: **12/5/2017**

CODE NO.	SPEC REF	DESCRIPTION	ACCT. # 112 SUB- CONT	ACCT. # 111 LUMP SUM MATERIAL	ACCT. # 110 MATERIALS	ACCT. # 113 LABOR
	02 40 20	ALTERATION OF EXISTING CONDITIONS	IN 2A	$0	$0	$0
2A	02 41 13	SELECTIVE SITE DEMOLITION	$11,120	$0	$0	$0
2B	31 00 00	EARTHWORK	$149,200	$0	$0	$0
	31 05 04	GENERAL SITEWORK REQUIREMENTS	IN 2B	$0	$0	$0
	31 05 21	GEOGRID SOIL REINFORCEMENT	IN 2B	$0	$0	$0
	31 11 00	CLEARING & GRUBBING	IN 2B	$0	$0	$0
	31 11 01	SITE PREPARATION	IN 2B	$0	$0	$0
	31 14 31.23	TOPSOIL STRIPPING & STOCKPILING	IN 2B	$0	$0	$0
	31 22 13	ROUGH GRADING	IN 2B	$0	$0	$0
	31 22 19	FINISH GRADING	IN 2B	$0	$0	$0
	31 23 13	SUBGRADE PREPARATION	IN 2B	$0	$0	$0
	31 23 17	TRENCH SAFETY	IN 2L / 22A / 26A	$0	$0	$0
2B	31 25 00	EROSION & SEDIMENTATION CONTROLS	$11,845	$0	$0	$0
2C	31 31 16	TERMITE CONTROL	**ELIMINATED**	$0	$0	$0
	31 41 33	TRENCH SHIELDING	IN 2L / 22A / 26A	$0	$0	$0
	31 48 00	DRILLED PIERS	IN 3A	$0	$0	$0
2D		SPRINLING FOR DUST CONTROL	$9,000	$0	$0	$0
2E		DISPOSE EARTHWORK EXCAVATION SPOILS	IN 2B	$0	$0	$0
2F	32 01 17	FLEXIBLE PAVING REPAIR	IN 88A	$0	$0	$0
	32 01 30	OPERATION & MAINTENANCE OF SITE IMPROVEMENTS	IN 2B / 2L / 3A	$0	$0	$0
	32 11 23	AGGREGATE BASE COURSE	IN 2B	$0	$0	$0
	32 12 16	ASPHALT PAVING	IN 2B	$0	$0	$0
	32 13 13	CONCRETE PAVING	IN 3A	$0	$0	$0
	32 13 73	CONCRETE PAVING JOINT SEALANTS	IN 7A	$0	$0	$0
	32 15 40	DECOMPOSED GRANITE PAVING - STABILIZED	IN 2I	$0	$0	$0
	32 16 21	CONCRETE CURBS, GUTTERS, & WALKS	IN 3A	$0	$0	$0
2G	32 17 23	PAVEMENT MARKINGS	$950	$0	$0	$0
	31 17 26	TACTILE WARNING SURFACE	IN 3A	$0	$0	$0
2H	32 18 16.13	PLAYGROUND PROTECTIVE SURFACING	$29,070	$0	$0	$0
2I		LANDSCAPING & IRRIGATION	$172,566	$0	$0	$0
	32 91 19.13	SPREADING & GRADING TOPSOIL	IN 2I	$0	$0	$0
	32 92 02	SODDING	IN 2I	$0	$0	$0
	32 92 19.16	HYDRAULIC SEEDING	IN 2I	$0	$0	$0
2J		IRRIGATION SLEEVES	$12,978	$0	$0	$0
2K		WATER FOUNTAIN FEATURE	$234,774	$0	$0	$0
						$0
2L	33 00 00	SITE UTILITIES	$237,404	$0	$0	$0
	33 01 30	TESTING OF GRAVITY SEWER SYSTEMS	IN 2L	$0	$0	$0
	33 05 16	UTILITY STRUCTURES	IN 2L	$0	$0	$0
	33 11 00	WATER UTILITY DISTRIBUTION PIPING	IN 2L	$0	$0	$0
	33 13 00	DISINFECTION OF WATER DISTRIBUTION PIPING	IN 2L	$0	$0	$0
	33 31 00	SANITARY UTILITY SEWERAGE PIPING	IN 2L	$0	$0	$0
	33 39 13	SANITARY UTILITY MANHOLES, FRAMES, & COVERS	IN 2L	$0	$0	$0
	33 41 00	STORM UTILITY DRAINAGE PIPING	IN 2L	$0	$0	$0
	33 49 13	STORM DRAINAGE MANHOLES, FRAMES, & COVERS	IN 2L	$0	$0	$0
3A	03 00 00	CONCRETE	$784,347	$0	$0	$0
	03 10 00	CONCRETE FORMING & ACCESSORIES	IN 3A	$0	$0	$0
	03 15 20	EXPANSION & CONTRACTION JOINTS	IN 3A	$0	$0	$0
	03 20 00	CONCRETE REINFORCING	IN 3A	$0	$0	$0
	03 30 00	CAST-IN-PLACE CONCRETE	IN 3A	$0	$0	$0
3B	03 35 19	STAINED CONCRETE FLOOR FINISH	$24,025	$0	$0	$0
	03 35 20	INTEGRALLY COLORED CONCRETE	**EXCLUDED**	$0	$0	$0
3C		CONCRETE FLOOR SEALER	$3,000	$0	$0	$0
3D		DISPOSE STRUCTURAL EXCAVATION SPOILS	$5,750	$0	$0	$0
4A	04 00 00	MASONRY	$199,819	$0	$0	$0
	04 01 21	UNIT MASONRY RESTORATION & CLEANING	IN 4A	$0	$0	$0
	04 05 16	MASONRY GROUTING	IN 4A	$0	$0	$0
	04 05 19	MASONRY ANCHORAGE & REINFORCNG	IN 4A	$0	$0	$0
	04 05 23	MASONRY CAVITY DRAINAGE, WEEPHOLES, & VENTS	IN 4A	$0	$0	$0
	04 22 00	CONCRETE UNIT MASONRY	IN 4A	$0	$0	$0
	04 72 00	CAST STONE MASONRY	IN 4A	$0	$0	$0
5A	05 12 00	STRUCTURAL STEEL FRAMING	$72,951	$68,110	$0	$0
	05 50 00	METAL FABRICATIONS	IN 5A	IN 5A	$0	$0
	05 52 13	PIPE & TUBE RAILINGS	IN 5A	IN 5A	$0	$0
6A	06 10 00	ROUGH CARPENTRY	$7,545	$0	$0	$0
7A	07 00 00	THERMAL & MOISTURE PROTECTION	$30,210	$0	$0	$0
	07 19 00	WATER REPELLENTS	IN 7A	$0	$0	$0
	07 26 18	UNDER-SLAB VAPOR BARRIER	IN 3A	$0	$0	$0
	07 92 00	JOINT SEALANTS	IN 7A	$0	$0	$0
8A	08 11 13	HOLLOW METAL DOORS & FRAMES	$3,394	$7,555	$0	$0
	08 71 00	DOOR HARDWARE	IN 8A	IN 8A	$0	$0
8B	08 83 00	MIRRORS	IN 10B	$0	$0	$0
8C	08 91 00	LOUVERS	$1,600	$0	$0	$0
9A	09 91 00	PAINTING	**ELIMINATED**	$0	$0	$0
10A	10 14 00	SIGNAGE	$47,720	$0	$0	$0
10B	10 21 13	SOLID PLASTIC TOILET COMPARTMENTS	$16,065	$0	$0	$0
	10 28 00	TOILET, BATH, & LAUNDRY ACCESSORIES	IN 10B	$0	$0	$0
	10 44 16	FIRE EXTINGUISHERS & CABINETS	IN 10B	$0	$0	$0
10C	10 73 16	ALUMINUM CANOPIES	**BID ALT**	$0	$0	$0
10D	10 75 00	FLAGPOLES	IN 12A	$0	$0	$0
	10 95 10	MISC. ACCESSORIES & EQUIPMENT	**SEE BELOW**	$0	$0	$0
		BABY CHANGING STATIONS	IN 10B	$0	$0	$0
		COAT HOOKS	**EXCLUDED**	$0	$0	$0
		CANOPY COLUMN WRAP DOWNSPOUT NOZZLE	**BID ALT**	$0	$0	$0
12A	12 93 00	SITE FURNISHINGS	$10,150	$33,427	$0	$0
		SEATING	IN 12A	IN 12A	$0	$0
		TABLES	IN 12A	IN 12A	$0	$0
		TRASH RECEPTACLES	IN 12A	IN 12A	$0	$0
		BOLLARDS	IN 5A	IN 5A	$0	$0
13A	31 31 33	SPECIAL FABRIC STRUCTURES	$18,763	$0	$0	$0
13B	31 34 19	METAL BUILDING SYSTEM	IN 5A	$108,754	$0	$0
13C		METAL BUILDING INSULATION	IN 13B	$1,000	$0	$0
	20 00 00	MEP GENERAL PROVISIONS	IN 22A / 23A / 26A	$0	$0	$0
	20 01 00	MEP BASIC MATERIALS & METHODS	IN 22A / 23A / 26A	$0	$0	$0
	20 07 00	MEP INSULATION	IN 22A / 23A / 26A	$0	$0	$0
		PAGE 1 SUBTOTAL	$2,094,246	$218,846	$0	$0

BAIRD / WILLIAMS CONSTRUCTION

ESTIMATE NO. : GMP
PROJECT : HERITAGE PARK IMPROVEMENTS
LOCATION: TAYLOR, TEXAS
TIME of COMPLETION:
OWNER: CITY OF TAYLOR

BASE BID

Bid Date: **12/5/2017**

CODE NO.	SPEC REF	DESCRIPTION	ACCT. # 112 SUB- CONT	ACCT. # 111 LUMP SUM MATERIAL	ACCT. # 110 MATERIALS	ACCT. # 113 LABOR
		SUBTOTAL FROM PAGE 1	$2,094,246	$218,846	$0	$0
21A	21 00 00	FIRE SPRINKLER SYSTEM	**EXCLUDED**	$0	$0	$0
22A	22 00 00	PLUMBING	$42,090	$0	$0	$0
23A	23 00 00	HVAC	$4,725	$0	$0	$0
26A	26 00 00	ELECTRICAL	$253,000	$0	$0	$0
27A	27 00 00	NETWORK & TECHNOLOGY SYSTEMS	**EXCLUDED**	$0	$0	$0
28A	28 00 00	ELECTRONIC SAFETY & SECURITY	**EXCLUDED**	$0	$0	$0
		SCHEDULED ALLOWANCES	**SEE BELOW**	$0	$0	$0
	NO. 1	**OWNER'S CONTINGENCY**	**$70,000**	$0	$0	$0
	NO. 2	**CONTRACTOR'S CONTINGENCY**	**$0**	$0	$0	$0
	NO. 3	**INFORMATIVE SIGNS**	**$30,000**	$0	$0	$0
85A		TEMPORARY POWER GENERATORS	$10,500	$0	$0	$0
86A		TEMPORARY WATER	$1,550	$0	$0	$0
87A		STREET CLEANING	$9,750	$0	$0	$0
88A		ASPHALT PATCHING	$7,000	$0	$0	$0
89A		SWPPP	$1,500	$0	$0	$0
91A		GENERAL REQUIREMENTS	$15,627	$0	$71,315	$121,128
		SUBTOTAL	$2,539,988	$218,846	$71,315	$121,128
92A		PAYROLL INSURANCE & TAXES				$38,761
		TOTAL SUB BIDS				$2,539,988
		TOTAL LUMP SUM MATERIAL				$218,846
		TOTAL MATERIAL				$71,315
		TOTAL LABOR				$121,128
93A		BUILDERS RISK INSURANCE				$2,967
94A		BUILDING PERMIT & INSPECTIONS				EXCLUDED
95A		SPECIAL INSURANCE				$0
96A		LIABILITY INSURANCE				$9,428
		SUBTOTAL				$3,002,433
97A		SALES & USE TAX				$0
98A		BOND				$36,324
		SUBTOTAL				$3,038,757
99A		DESIGN/BUILD FEE			8.50%	$258,294
		PRE-AMENDMENT DESIGN FEE CREDIT				($48,750)
FEE		CONSTRUCTION FEE			5.00%	$164,853
		TOTAL				$3,413,154

Heritage Square Park

Council Update

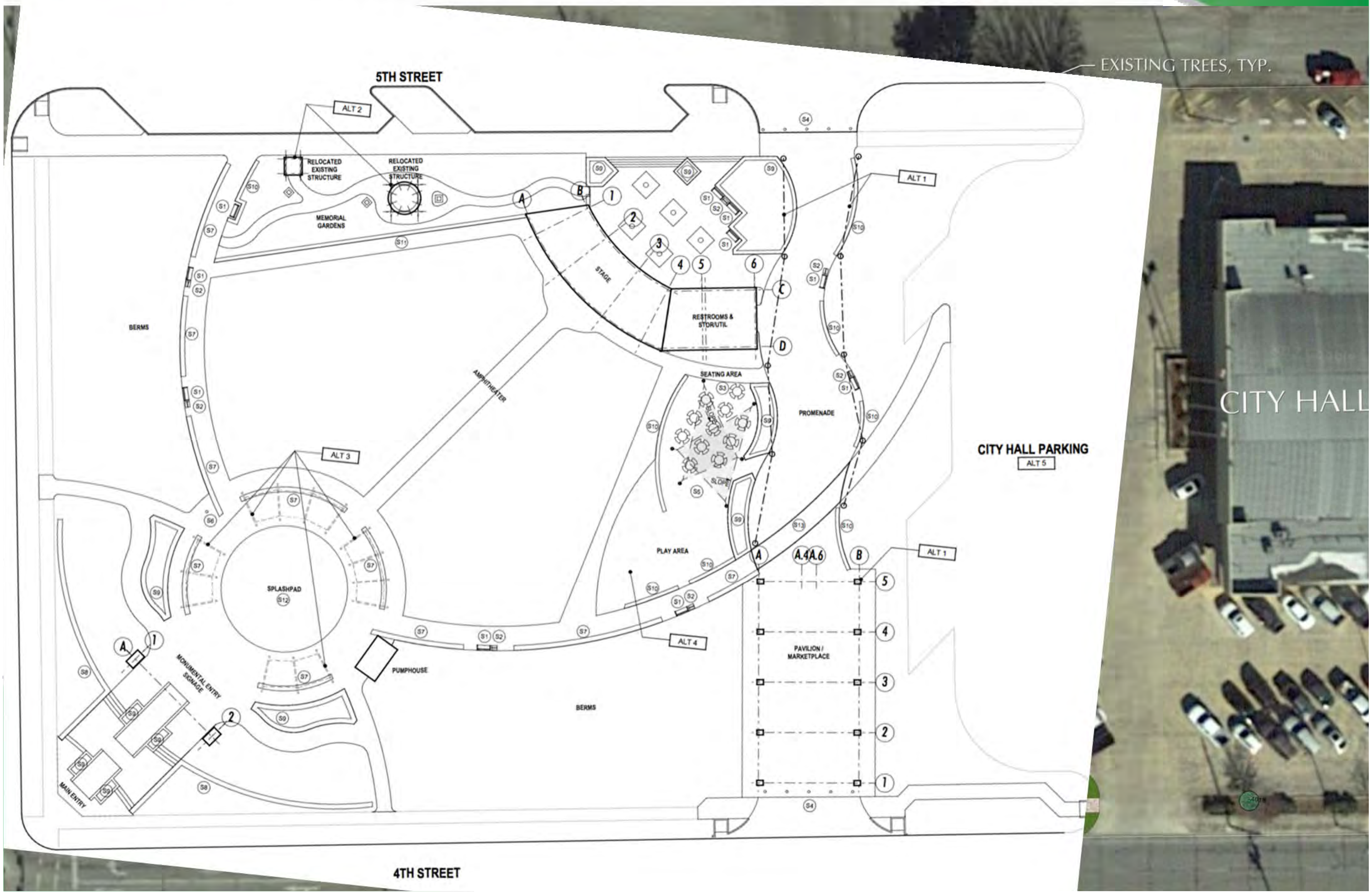
January 11, 2018

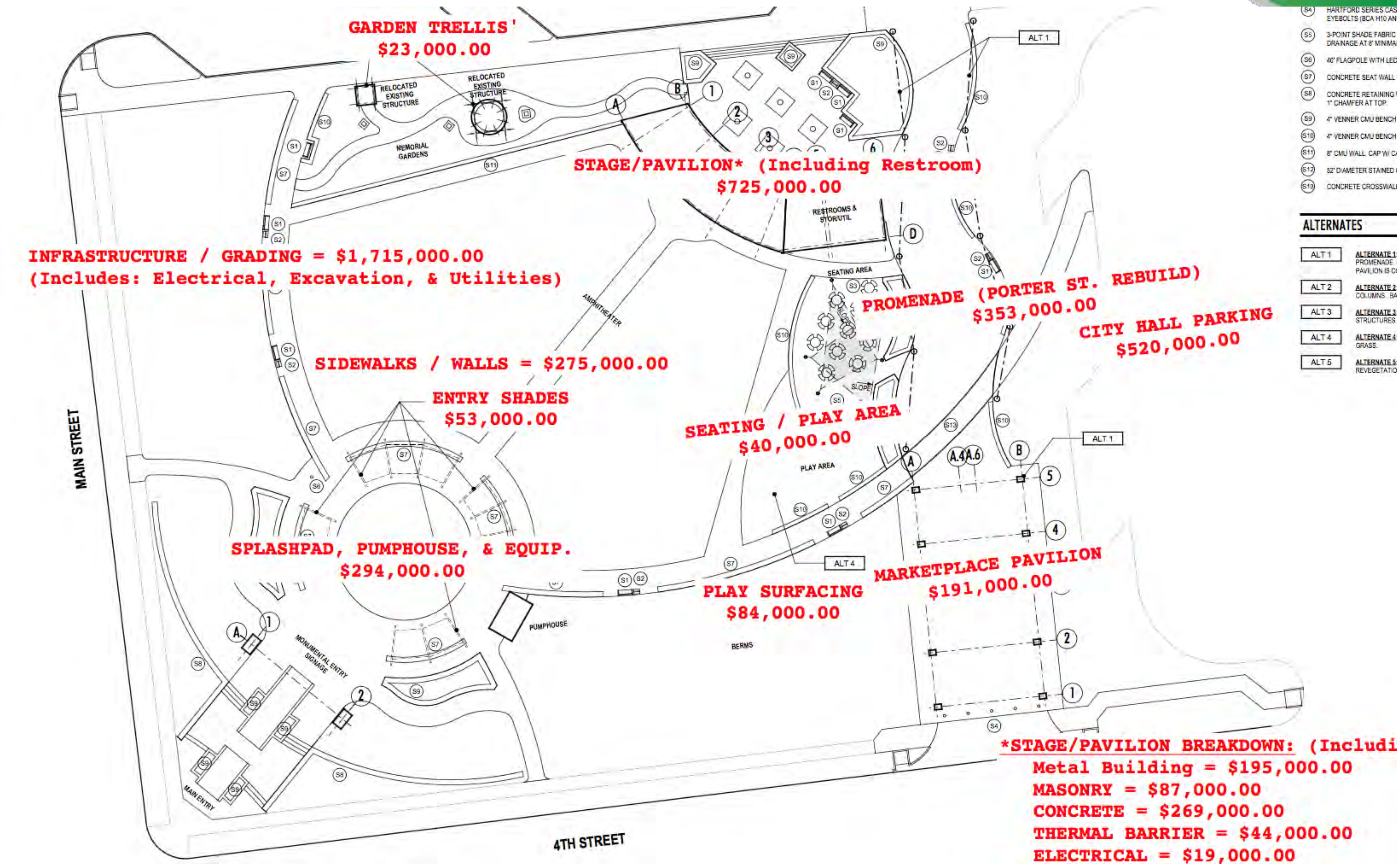
Project Highlights

- All Concept Plan elements included
- TPWD Grant requirements included ($250K)
- Recycling splashpad
- Re-use of existing materials (Old City Hall bricks, park columns)
- Decorative concrete seat walls
- Tex Avery & Heritage signage
- Stage / Restroom / Farmer's Market
- Schedule: approve tonight = July, 2018

Approved Concept Plan

Current Site Plan




GARDEN TRELLIS'
$23,000.00
STAGE/PAVILION* (Including Restroom)
$725,000.00
INFRASTRUCTURE / GRADING = $1,715,000.00
(Includes: Electrical, Excavation, & Utilities)
PROMENADE (PORTER ST. REBUILD)
$353,000.00
CITY HALL PARKING
$520,000.00
SIDEWALKS / WALLS = $275,000.00
ENTRY SHADES
$53,000.00
SEATING / PLAY AREA
$40,000.00
SPLASHPAD, PUMPHOUSE, & EQUIP.
$294,000.00
PLAY SURFACING
$84,000.00
MARKETPLACE PAVILION
$191,000.00
*STAGE/PAVILION BREAKDOWN: (Includi
Metal Building = $195,000.00
MASONRY = $87,000.00
CONCRETE = $269,000.00
THERMAL BARRIER = $44,000.00
ELECTRICAL = $19,000.00
RELOCATED EXISTING STRUCTURE
MEMORIAL GARDENS
RESTROOMS & STOR/UTIL
SEATING AREA
AMPHITHEATER
PLAY AREA
PUMPHOUSE
BERMS
MONUMENTAL ENTRY SIGNAGE
MAIN ENTRY
MAIN STREET
4TH STREET
ALTERNATES
ALT 1
ALT 2
ALT 3
ALT 4
ALT 5

Cost Options

1. $3,497,341 Base bid + Alt 4 (playground surfacing)
2. $3,688,253 Base bid + Alt4 + Alt 1(Marketplace Pavilion)
3. $3,710,945 Base + Alt4 + Alt1 + Alt 2 (reuse columns)
4. $3,764,242 Base + Alt4 + Alt1 + Alt2 + Alt 3 (entry canopy shades)
5. $3,413,154 Base bid only
6. $3.17 M Base bid but reduced sprayground, reduced shades, reduced seat walls, reduced signage, no decorative concrete, no LED lighting
7. $2.95M same as prior but remove a Concept Plan element such as Restroom or Porter Street


HERITAGE PARK

sledge

CITY OF TAYLOR TX


MARKETPLACE


MARKETPLACE

City Council Meeting
January 11, 2018
Agenda Item Transmittal

Agenda Item #: **16**

Agenda Title: Receive update on board and commission appointments for January 28th.

Council Action to be taken: Discuss and receive information.

Initiating Department: City Administration

Staff Contact: Susan Brock, City Clerk

1. INTRODUCTION/PURPOSE

By Council directive, board appointments are made at the last meeting in January and also at a meeting in July each year. The July meeting was primarily for appointments to fill current vacancies. The January 25th meeting is reserved for a full review of all boards, attendance records, and reappointments.

2. DESCRIPTION/ JUSTIFICATION

There are no vacancies other than the newly created position on the Tree Advisory Board that has never been filled.

Rosters: Members up for reappointments are highlighted in yellow on the rosters.
Attendance: all members with attendance concerns are highlighted in yellow on the attendance sheets.

Board Handbook
3.9 Meeting Attendance

A public official that has a scheduled regular monthly or semi-monthly meeting shall be expected to maintain a suitable attendance record. It is important to keep in mind that your attendance is very important to the board you are serving on and that the City Council appointed you for your expertise. Because your attendance is important, the City Council has adopted the following attendance policy:

1. If a member is absent from more than twenty-five (25%) percent of the duly called meetings in any period of twelve (12) consecutive months or absent from more than two duly called meetings in any period of twelve consecutive months, whichever is greater, for any reason, other than a medical reason or a reason acceptable to the Chairman of that Board, which prevents the public officials'

attendance, the member shall be disqualified and automatically removed from serving as a board member.

The term "duly called meetings" includes all meetings of the board and all meetings of subcommittees of the board on which the public official serves. The secretary of the board is responsible for maintaining records of the public officials' meeting attendance.

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

A workbook was provided to you at your December 14th meeting in an effort to give you more time to review the applications.

Any new applications received between now and January 25th will be added to the packet for your consideration.

5. RECOMMENDATION

Receive information to be ready to make appointments and/or reappointments on January 25th.

6. REFERENCE FILES

The following information is included in your notebook:

a. **Airport Board :**
Vacancies: NONE. No applications on file.
Reappointments: Jeffrey Heyman; Cheryl Frederick

b. **Animal Control Appeals Board and Shelter Advisory Board**
Vacancies: ONE (Carrie Lynn Grayson resigned)
Applications on file: Dylan Gregory; Nicole Melton; Lin Crane
Reappointments: NONE.

c. **Building and Standards Commission**
Vacancies: NONE. No applications on file.
Reappointments: Roy Rogers; Cornelius Ray Henry

d. **Library Advisory Board**
Vacancies: NONE. No applications on file.
Reappointments: Vickie Thornton; Sharon Pick; Lois Duncan

e. Main Street Board:

Vacancies: NONE.
Application on file: Christopher Espinoza
Reappointments: Stephen Hoskins; Erwin Stauffer; Carol Bachmayer; Megan Randig; Sharla Gola; Bobby Seiferman

f. Moody Museum Board:

Vacancies: ONE (Kelly Eddleman resigned)
Application on file: Eloise Brackenridge
Reappointments: Cissie Pierce; Julia O'Bryan; Gracie Yanez

g. Parks and Recreation Advisory Board.

Vacancies: NONE
Applications on file: Matt Rector (P&Z); Justin Adams
Reappointments: Ginger Schneider; David Campise; Stayci Roznovak-Burris; Gary Gola, Timothy Tebeau

h. Planning and Zoning Commission

Vacancies: NONE
Applications on file: Herbert Brinkmeyer; Corey Dennen; Brad Duncan; Adam Pfluger; Matt Rector
Reappointments: Don McAlister; Annette Maruska; Rick Selin

j. Taylor Economic Development Corporation

Vacancies: NONE
Applications on file:

- Dwayne Ariola
- Betty Day
- Gary Gola
- Ebby Green
- John McDonald

Reappointments: Clark Jackson; Christine Lopez

k. Tree Advisory Board

Vacancies: One vacancy. NO applications on file
Reappointments: Brian Lawrence; Nancci Phillips-Burgess

l. Zoning Board of Adjustments

Vacancies: NONE. No applications on file.
Reappointments: David Paul

*LEAD Graduates are highlighted in yellow

City Council Meeting
January 11, 2018
Agenda Item Transmittal

Agenda Item #: **17**

Agenda Title: Consider Resolution R18-04 calling an election on May 5, 2018 for the purpose of electing one person from District 2 and one from District 3.

Council Action to be taken: Approve Resolution R18-04

Initiating Department: City Administration

Staff Contact: **Susan Brock, City Clerk**

1. INTRODUCTION/PURPOSE

Council must call an election by ordinance or resolution. The terms for Districts 2 (Council Member Christopher Gonzales) and District 3 (Council Member Brandt Rydell) expire in May, 2018.

2. DESCRIPTION/ JUSTIFICATION

Pursuant to the provisions of Articles 701 and 704, Vernon's Annotated Texas statutes, as amended, the Texas Election Code, the City Charter and other related statutes the City Council of the City of Taylor, Texas, is authorized to call an election for the purpose of electing representatives of the City Council of the City of Taylor.

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

Last day to order an election is February 6, 2018. Candidate applications can be submitted between January 17 through February 16.

5. RECOMMENDATION

Approve Resolution R18-04.

6. REFERENCE FILES

17a. Resolution R18-04 English and Spanish

RESOLUTION NO. R18-04

A RESOLUTION CALLING AN ELECTION TO BE HELD IN THE CITY OF TAYLOR, TEXAS, ON SATURDAY, MAY 5, 2018, FOR THE PURPOSE OF ELECTING TWO PERSONS AS MEMBERS OF THE CITY COUNCIL OF SAID CITY, ONE TO BE ELECTED FROM DISTRICT 2 AND ONE TO BE ELECTED FROM DISTRICT 3; DESIGNATING THE POLLING PLACES AT WHICH VOTING SHALL TAKE PLACE; APPOINTING AN EARLY VOTING CLERK AND AN EARLY VOTING BALLOT BOARD; PROVIDING FOR NOTICE OF SAID ELECTION.

WHEREAS, pursuant to the provisions of Articles 701 and 704, Vernon's Annotated Texas statutes, as amended, the Texas Election Code, the City Charter and other related statutes the City Council of the City of Taylor, Texas is authorized to call an election in order to submit to the voters of District 1 and District 4 for the purpose of electing two persons, one as the District 1 member and one as the District 4 member of the City Council of the City of Taylor.

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

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

1. An election is hereby ordered to be held in the City of Taylor, Texas, on Saturday, May 5, 2018, between the hours of 7:00 a.m. and 7:00 p.m., for the purpose of electing two persons as members of the City Council of the City of Taylor, one to be elected from District 2 and one to be elected from District 3. Person(s) filing as a candidate for such office(s) must be a resident of the election precinct for which the person files as a candidate. The person(s) elected shall be elected for a three (3) year term.

2. For the purpose of said election there shall be two election precincts more particularly described as District 2 and District 3 as set out on the map marked Exhibit “A” attached and made a part hereof for all purposes as fully as though copied herein at this place at length. Eligible voters may vote in the election precinct in which they reside or at any vote center in Williamson County. The Contracting Officer for the Williamson County Elections Division will designate the polling places.

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

4**.** Early voting shall be conducted by personal appearance at the City of Taylor, City Hall Municipal Building, 400 Porter Street, Taylor, Texas during the period early voting is required or permitted by law, being April 23, 2018 through May 1, 2018. The hours designated for early voting by personal appearance shall be determined by the Contracting Officer. The Contracting Officer shall serve as the early voting clerk.

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

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

P**ASSED and APPROVED** by the City Council of the City of Taylor this the 11th day of January, 2018.

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Brandt Rydell, Mayor
Taylor City Council

ATTEST:

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Susan Brock, City Clerk

RESOLUCIÓN NÚM. R18-04

UNA RESOLUCIÓN CONVOCANDO UNA ELECCIÓN A CELEBRARSE EN LA CIUDAD DE TAYLOR, TEXAS, EL SÁBADO 5 DE MAYO DE 2018, CON EL PROPÓSITO DE ELEGIR A DOS PERSONAS COMO MIEMBROS DEL AYUNTAMIENTO MUNICIPAL DE TAL CIUDAD, UNO A SER ELEGIDO POR PARTE DEL DISTRITO 2 Y UNO A SER ELECTO POR PARTE DEL DISTRITO 3; DESIGNANDO LOS LUGARES DE VOTACIÓN DONDE SE LLEVARÁ A CABO LA VOTACION; NOMBRANDO A UN ADMINISTRADOR DE VOTACION TEMPRANA Y A UNA JUNTA DE VOTACIÓN TEMPRANA; Y CONTEMPLANDO LA NOTIFICACIÓN DE DICHA ELECCIÓN.

POR CUANTO, de acuerdo a lo estipulado en los Artículos 701 y 704 de Vernon's Annotated Texas Statutes (Estatutos Anotados de Vernon's), según enmendados, el Código Electoral de Texas, los Estatutos Municipales y otros estatutos relacionados, el Ayuntamiento Municipal de la Ciudad de Taylor, Texas, queda autorizado a convocar una elección para la consideración de los electores del Distrito 2 y el Distrito 3 con el propósito de elegir a dos personas, uno como miembro del Distrito 2 y la otra como miembro del Distrito 3 del Ayuntamiento Municipal de la Ciudad de Taylor.

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

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

1. Se ordena por este medio una elección a celebrarse en la Ciudad de Taylor, Texas, el sábado 5 de mayo de 2018, entre las horas de 7:00 a.m. y 7:00 p.m., con el propósito de elegir a dos personas como miembros del Ayuntamiento Municipal de la Ciudad de Taylor, una de las cuales será elegida del Distrito 2 y la otra será elegida del Distrito 3. La(s) persona(s) que se postulen como candidatos para dicho cargo o cargos deberán ser residentes del precinto electoral en el cual se postula(n) como candidato(s). La(s) persona(s) electas servirán en su capacidad por un período de tres (3) años.

2. Con motivo de esta elección habrá dos precintos electorales descritos particularmente como Distrito 2 y Distrito 3. Los electores elegibles votarán en el precinto electoral donde residen. Los dos lugares de votación serán designados por la división de elecciones del Condado de Williamson.

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

4. La votación temprana será en persona en: City of Taylor, City Hall Municipal Building, 400 Porter Street, Taylor, Texas durante el período requerido o permitido para la votación temprana, siendo éste del 23 de abril de 2018 al 1 de mayo de 2018. Las horas señaladas para temprano votar por aspecto personal serán determinadas por el oficial que contrae. Los lugares de la interrogación también estarán abiertos para votar por aspecto personal el sábado 5 de mayo de 2018 de 7:00 mañana. a 7:00 P.M. El oficial que contrae servirá como el vendedor de votación temprano.

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

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

ADOPTADO y APROVADO por el Ayuntamiento Municipal de la Ciudad De Taylor este día 11 del mes de enero de 2018.

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Brandt Rydell, Alcalde
Ayuntamiento, Ciudad de Taylor

ATESTIGUA:

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Susan Brock, City Clerk

City Council Meeting
January 11, 2018
Agenda Item Transmittal

Agenda Item #: **18**

Agenda Title: Executive Session. (Economic Development)

Council Action to be taken: Adjourn into Closed session.

Initiating Department: City Administration

Staff Contact: **Mayor**

1. INTRODUCTION/PURPOSE

2. DESCRIPTION/ JUSTIFICATION

The Taylor City Council will conduct a closed meeting under Section 551.087 of the Texas Government Code which allows such a closed meeting and which Rules conflict with the Texas Open Meetings Act.

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

6. REFERENCE FILES

18a. Executive Session form

TAYLOR CITY COUNCIL
CERTIFIED AGENDA - EXECUTIVE SESSION

1. <u>OPEN MEETING ANNOUNCEMENT</u>

The City of Taylor City Council convened in Open Session, declared a quorum on January 11, 2018 and has posted an Official Agenda indicating the possible need for an Executive Session. The Council will now adjourn into Executive Session pursuant to the Texas Open Meetings Act, Government Code Section:

☐	551.071	To consult with its attorney regarding a matter in which the duty of the attorney to the City conflicts with the Open Meetings Act.
☐	551.072	To conduct deliberations regarding the purchase, exchange, lease, or value of real property.
☐	551.074	Regarding personnel matters
X	551.087	Regarding economic development negotiations and considering financial or other incentives to a business prospect that the City seeks to have locate in or near the City of Taylor.

Any action resulting from the Executive Session will be taken in Open Session immediately following the Executive Session.

2. <u>BACK TO OPEN SESSION</u>

The time is now __________ and we will reconvene into Open Session. No action or vote was taken on any matter discussed in Executive Session.

CERTIFICATION

As Mayor of the City of Taylor, I do hereby certify that this Agenda of an Executive Session of the City Council is a true and correct record of the proceedings.

WITNESS my hand this the ________ day of ___________________.

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Mayor