

AGENDA

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

NOVEMBER 10, 2022, 6:00 P.M.

CALL TO ORDER AND DECLARE A QUORUM

INVOCATION / MOMENT OF REFLECTION

PLEDGE OF ALLEGIANCE

PROCLAMATIONS/RECOGNITIONS

1. Arbor Day proclamation

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. Public comments are limited to 3 minutes.)

CONSENT AGENDA

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

2. Approve minutes from the October 27, 2022 regular Council meeting. (Dianna McLean)
3. Concur with preliminary financials for September 2022. (Jeff Wood)
4. Consider acceptance of TUF Program Asphalt Contract. (Jim Gray)

PUBLIC HEARINGS / ORDINANCES

5. Introduce Ordinance 2022-44, Fiscal Year 2022 4th Quarter Budget Amendment. (Jeff Wood)

REGULAR AGENDA; REVIEW/DISCUSS AND CONSIDER ACTION

6. Presentation and discussion regarding Egret population and 4th of July firework display assessment at Murphy Park. (Tyler Bybee)
7. Consider Ordinance 2022-43 revising council compensation. (Jeff Jenkins)
8. Discuss, consider and take appropriate action authorizing the Mayor to execute a Nonstandard Retail Water and Wastewater Service Agreement and acceptance of a Utility Connection and Temporary Construction Easement between City of Taylor and Samsung Austin Semiconductor, LLC. (Jeff Wood)

The City Council may take action on any executive session item listed on this agenda after they reconvene into regular session.

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

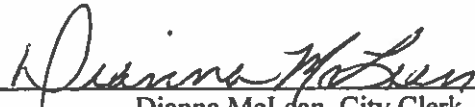
- a) Petition regarding MUD #43.
- b) Regional project with City of Hutto.

9. Reconvene into regular/open session and take any action.

10. Consider resolution R22-28 regarding a petition of Taylor FM973, LLC for the creation of a municipal utility district within the City's extraterritorial jurisdiction.

ADJOURN

The Council may vote and/or act upon each of the items listed in this Agenda. The Council reserves the right to retire into executive session concerning any of the items listed on this Agenda, whenever it is considered necessary and legally justified under the Open Meetings Act including: Section 551.071 (Consult with attorney); Section 551.072 (Real Property); Section 551.073 (Gifts and Donations); Section 551.074 (Personnel Matters); Section 551.076 (Security Devices); and Section 551.087 (Economic Development). I certify that the notice of meeting was posted in the Taylor City Hall Lobby before 6:00 p.m. on November 7, 2022 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.

Posted By:  Date Nov 7, 2022
Dianna McLean, City Clerk



City Council Meeting November 10, 2022 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 1

Agenda Title: Arbor Day Proclamation

Council Action to be taken: Presentation of Proclamation

Department Submitted: Parks and Recreation

Staff Contact: Tyler Bybee, Director of Parks and Recreation

1. PURPOSE/DESCRIPTION

The purpose of this item is to proclaim November 12th as City of Taylor Arbor Day.

2. BACKGROUND / PRIOR COUNCIL ACTIONS TAKEN

November 5th is Texas Arbor Day and the City of Taylor will plant 23 trees at Heritage Square on November 12th, beginning at 9:00 am.

This proclamation satisfies one of the requirements to maintain our Tree City USA designation. This is the 10th year for Taylor to be recognized as a Tree City USA.

3. STAFF ANALYSIS (How and Why)

N/A

4. RECOMMENDATION

Staff requests presentation of this proclamation.

5. FUNDING SOURCE

Budgeted in the FY2022/2023 budget.

6. TIMELINE

This year's Arbor Day activities will be held on Saturday, November 12, 2022, 9:00am at Heritage Square

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

8. ATTACHMENTS

1a. [Proclamation](#)

Proclamation

ARBOR DAY

WHEREAS, In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife; and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal.

NOW, THEREFORE, I, Brandt Rydell, Mayor of the City of Taylor, do hereby proclaim November 12th, 2022 as

ARBOR DAY IN THE CITY OF TAYLOR

and urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands.

Proclaimed this 10th day of November, 2022.

Brandt Rydell, Mayor
City of Taylor



City Council Meeting November 10, 2022 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 2

Agenda Title: Approve minutes from the October 27, 2022 regular Council meeting.

Council Action to be taken: Approve by consent or approve with corrections if needed

Department Submitted: City Clerk

Staff Contact: Dianna McLean

1. PURPOSE/DESCRIPTION

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

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

N/A

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
•	•

4. RECOMMENDATION

Approve as submitted or amend with changes noted.

5. FUNDING SOURCE

N/A

6. TIMELINE

N/A

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

8. ATTACHMENTS

2a. [October 27, 2022 minutes](#)

City of Taylor
Regular City Council Meeting
Taylor City Hall, Council Chambers, 400 Porter Street
October 27, 2022 at 6:00 p.m.

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

Mayor Pro-Tem Gerald Anderson
Council Member Robert Garcia
Council Member Mitch Drummond
Council Member Dwayne Ariola
Mayor Brandt Rydell

Brian LaBorde, City Manager
Jeff Jenkins, Deputy City Manager
Mark Schroeder, Assistant City Attorney
Dianna McLean, City Clerk

INVOCATION / MOMENT OF REFLECTION

PLEDGE OF ALLEGIANCE

PROCLAMATIONS/RECOGNITIONS

1. Municipal Court Week.

Mayor Pro-Tem Anderson read the proclamation and presented it to the Taylor Municipal Court staff.

2. Williamson County 175th Anniversary Photography Exhibit.

David Valdez took photos of Council during the meeting for the 175th Anniversary photography exhibit for the Williamson Museum in Georgetown.

3. Mayor Dan'l Moody Day.

Mayor Rydell read the proclamation and presented it to Joe Komandosky.

CITIZENS COMMUNICATION

Sandra Wolff, 1511 Frink – concerned about protecting Taylor's natural resources and encouraged practicing conservation.

CONSENT AGENDA

4. Approve minutes from the October 13, 2022 regular City Council meeting.

5. Consider Ordinance 2022-42 regarding PZ-2022-1565, a request to abandon North Access Lane Easement, an access easement located on Lot 1, Block A of the Parkway Plaza Subdivision, recorded under Document No. 2018016588 within the Official Public Records of Williamson County, Texas.

6. Consider renewal of Avaya Phone lease agreement.

Motion was made by Councilmember Garcia to approve the consent agenda items as presented. Motion was seconded by Mayor Pro-Tem Anderson. Motion carried unanimously.

PUBLIC HEARING/ORDINANCES

7. Introduce Ord 2022-43 revising council compensation.

Jeff Jenkins, Deputy City Manager - City Council reviewed the possible process options and methods to revise Council compensation at the October 13th meeting. Council approved using the Georgetown survey to revise the compensation and to set the revised compensation by ordinance. Council compensation of \$25/month was set in August 2006.

Citizen Communication:

Bill Albert – concerned about using Georgetown’s compensation survey as guide for Taylor’s Council compensation and encouraged Council to do a comparison to a city more the size of Taylor, and feels Council is overstepping their bounds with the proposed increase.

Earnest Ariola, Jr. – 1305 TH Johnson Dr. – concerned about using Georgetown’s compensation survey as a guide and suggested Council create a committee to review this.

Jackie Krueger, 2704 Kelly – against Council giving themselves a raise and suggested letting the citizens vote on this.

Council directed staff to revise the ordinance to reflect \$1,200.00/month for Council members, and \$1,500.00/month for the Mayor. Councilmember Ariola stated for the record that he is opposed to the rate proposal.

The City Attorney read the caption of the ordinance.

ORDINANCE NO. 2022-43

**AN ORDINANCE OF THE CITY OF TAYLOR, TEXAS SETTING
COMPENSATION FOR THE MEMBERS OF THE CITY COUNCIL
OF THE CITY OF TAYLOR AS PROVIDED UNDER THE CITY
CHARTER OF THE CITY OF TAYLOR TO BE EFFECTIVE
OCTOBER 1, 2022.**

First reading. No action was taken.

Mayor Rydell adjourned the meeting for a break at 6:58p.m.

Mayor Rydell reconvened the meeting at 7:05p.m.

REGULAR AGENDA; REVIEW/DISCUSS AND CONSIDER ACTION

8. Receive Grant Update from Langford Community Management Services.

Jessica Daidone, Langford Community Management – gave a presentation on the City’s current projects and funding opportunities.

Motion was made by Councilmember Ariola to receive the grant updated as presented. Motion was seconded by Councilmember Drummond. Motion carried unanimously.

9. Consider granting special event co-sponsor status for the annual Dr. James L. Dickey Day Celebration sponsored by the Blackshear/O.L. Price Ex-Student Association.

Jan Harris, Main Street Manager - The Blackshear/O.L. Price Ex-Students Association has requested City co-sponsor special event status for their annual Dr. James L. Dickey Day Celebration for the purpose of displaying banners on city property and promoting fund raising in order to rebuild Dr. Dickey’s home.

Motion was made by Councilmember Garcia to grant the request for the City to co-sponsor the Dr. James L. Dickey Day celebration special event. Motion was seconded by Councilmember Ariola. Motion carried unanimously.

Regular City Council Meeting Minutes

October 27, 2022

3

ADJOURN

With no further business Mayor Rydell declared the meeting adjourned at 7:17p.m.

Brandt Rydell, Mayor

ATTEST:

Dianna McLean, City Clerk



City Council Meeting November 10, 2022 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 3
Agenda Title: Concur with Preliminary Financials for September 2022

Council Action to be taken: Approve by Consent

Department Submitted: Finance Department

Staff Contact: Jeffrey Wood, Chief Financial Officer

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. This report is intended to satisfy the Charter requirement.

2. STAFF ANALYSIS/BACKGROUND / PRIOR COUNCIL ACTIONS

Council has approved previous monthly financial reports by consent.

The following provides a brief overview on the preliminary status and/or activity of the major funds or groups of funds as of September 30, 2022:

General Fund:

The General Fund is used to account for all financial transactions not properly includable in other funds. The principal sources of revenues include local property taxes, sales and franchise taxes, licenses and permits, fines and forfeitures, and charges for services. Expenditures include general government, public safety, public works, culture and recreation, and community development.

- Revenues in the General Fund are up by \$2,006,587 or 11% over last year's fiscal year-to-date. The majority of revenue collected in September was received through property tax and sales tax. Revenues YTD are 110% of the budgeted amount.
- Property tax collections amount to \$8,145,381 through September. The amount collected represents approximately 100.7% of budgeted property tax revenues and 99.3% of total possible property tax. The timing of individual tax payments can vary year-over-year so comparisons to previous years should keep such fluctuations in mind.

- The City's portion of the sales tax collections are \$5,494,880 through September, up by \$1,182,243 or 27% when compared to this same time last year. The payment received in September represents sales that occurred in July. September revenues ended up higher than the previous year and higher than budgeted.
- Expenditures in the General Fund are up by \$1,353,418 or 8% compared to last year's expenses fiscal year-to-date. Expenditures of 104% of budget are at a slightly higher than normal amount but are offset by higher revenues.
- It should be noted when reviewing the level of revenues over expenditures that the vast majority of budgeted revenues are received in the first half of the year, while expenditures are dispersed more evenly throughout the year. It is common to show a significant budget surplus at mid-year that will regularly decrease over the last six months.

Special Revenue Funds:

The City accounts for resources restricted to, or designated for, specific purposes in special revenue funds.

- The TIF Fund receives the annual transfer in from the City and the County for the captured taxes collected in the district around April of each year. The only revenue reported for September was interest earned. The expenditures budgeted for this fiscal year are related to the debt service payments, fire suppression grants and façade grants.
- Hotel Occupancy Tax collections from the lodging providers are recorded monthly, but the 380 Agreement payment is distributed quarterly. The timing of the 380 Agreement payment can skew the monthly report and result in the fund being reflected in a more positive position than is actually the case.

Hotel Occupancy Tax collections are reported at \$282,430 fiscal year-to-date, of which \$30,347 was collected in September. September's collection was \$13,803 more than September 2021, and fiscal year-to-date HOT collections are \$97,345 (53%) more than FY 2020-21.

Expenditures consist of a pass through to the Chamber, but will also include expenditures for our marketing agreement, 380 Agreement, and a transfer to the Main Street Fund to be used for advertising.

- Main Street revenues reported during the year are from sales and other fund-raising activities. Expenditures are for rental assistance, advertising, city sponsored events and façade grants.
- Municipal Court Special Revenues total \$12,657 which is 67% of budget. Expenditures from this fund are for security work and technology at the Municipal Court.
- Library Donation Fund reflects revenues generated from interest income and donations.

- Transportation User Fee (TUF) Fund – User fees collected in September are reported at \$70,891. Expenditures are associated with engineering cost, the cost of the work done for street maintenance and debt service payment transfers.
- Municipal Drainage Utility System (MDUS) Fund – Drainage fees collected in September are reported at \$43,890. Expenditures are related to the administrative fee transfer to the General Fund, engineering expenses, and debt service payment transfers.

Enterprise Funds:

The City maintains several Enterprise funds, which are used to account for operations that are more reflective of business-type activities. All activities associated with providing such services are accounted for in these funds. Enterprise funds are primarily funded by user charges and fees.

Sanitation Fund

- Revenues from franchise fees and user charges for services are reported at \$1,854,893. The City contracts its solid waste collection service and expenditures represent the payment to the City's solid waste provider. Year-to-date cost for solid waste collection services is \$1,986,422.

Utility Fund

- Revenues through September totaled \$11,042,818, which includes \$10,809,305 in charges for service. User charges are up \$743,889 compared to the same period last year. Expenditures fiscal year-to-date total \$11,055,556 compared to \$9,139,855 a year ago. Year-to-year comparisons in the Utility Fund reflect differences in billing and usage, and such differences can be caused by several factors that can vary throughout the year. This should be kept in mind when comparing individual time periods.
- The Utility Fund is operating at an acceptable level when compared to budgeted amounts for this period of the fiscal year, although both revenue and expenditures are lower than anticipated for the fiscal year.

Airport Fund

- Revenues consist of airport hangar rental, sale of fuel and interest income. Hangar rental is reported at \$252,260 and revenues from fuel sales are \$292,275.
- The Airport Fund is operating higher than budget due to grant related transactions with expenditures exceeding revenues by \$18,014.

Cemetery Fund

- Revenues are reported at \$255,636 and are 99% of budgeted amounts. Revenues are dependent on the number of lots sold and graves dug, and both of these sources can be variable.
- Expenditures total \$246,892 which represents 99% of budgeted amounts.
- Revenues exceed expenditures by \$8,744.

Other Funds:

- Roadway Impact Fund – There was no revenues collected in September. Budgeted expenditures in this fund are related to the Impact Fee rate study.
- Utility Impact Fund – There was no revenues collected in September. Expenditures are budgeted for the Impact Fee rate study.

Internal Service Funds:

Internal Service Funds are an accounting device used to accumulate and allocate costs internally among the City's various functions. The City uses internal service funds to account for the maintenance and purchase of equipment.

- The Fleet Operating Fund charges rental fees and replacement fees to the various City departments and these fees are used to off-set the expenditures for repairs and maintenance to the City's vehicles. This same concept is applied to the Fleet Replacement Fund for the purpose of purchasing vehicles.
- Expenditures in the Fleet Operating Fund are operating as anticipated.
- The Fleet Replacement Fund reflects expenditures that includes capital lease payments for purchases are made either monthly, quarterly or annually throughout the year. Expenditures also reflect cash purchases for equipment and vehicles made on behalf of the other funds.

Quarterly Investment Report

- Included this month is the Quarterly Investment Report from our investment consultant and covers the period of July 1 – September 30. This report reflects the coordinated efforts of City staff and Meeder (Patterson & Associates) to manage the City funds that are not immediately needed for operational purposes
- The report shows the average yield obtained on the City's funds was 2.071% during the reporting period but had climbed to 2.45% by the end of the quarter. The yield on our pooled investment accounts has increased with the Federal Reserve's recent increases in interest rates and have become competitive against other short-term investment options. The rates on our pooled investment accounts continue to catch up to the market interest rates as the pooled investment accounts gradually replace

lower interest-bearing investments with current market rate investments in the portfolio.

- The historically low rates that we experienced over the last decade are giving way to higher rates as the Federal Reserve attempts to combat rising inflation. We continue to work with our investment advisors to look for the best rates for short-term investments and commercial paper as we balance the desire for return with our need for safety and liquidity.
- Current and near-future needs of the City necessitate that we maintain a short duration portfolio. Cash equivalent and short-term investments are offering better returns than they have in the past with some of our pooled accounts now paying over 3%. Higher returns continue to appear at the under 2-year maturity level given the current inverted yield curve.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• Monthly financial reports provide Council with a snapshot of each fund along with a summary of the financial activity that occurred during the month. • Updated financial information can assist Council with their decision-making process.	

4. RECOMMENDATION

Concur with the preliminary monthly financial report by consent

5. FUNDING SOURCE

N/A

6. TIMELINE

Immediate consideration

7. OTHER OPTIONS (In order of preference)

N/A

8. ATTACHMENTS

3a. [Monthly Financial Report for September 2022:](#)

- **Attachment A:** Preliminary summaries of the total amounts of revenues and expenditures year-to-date.
- **Attachment B:** Preliminary financial summaries for the governmental and proprietary 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.
- **Attachment D:** Balance sheets for each of the governmental and proprietary funds.
- **Attachment E:** Sales Tax Tracking Report.
- **Attachment F:** Quarterly Investment Report Issued by Meeder (Patterson & Associates.)



**Monthly Finance Report as of :
September 2022**

City of Taylor
400 Porter Street
Taylor, TX 76574

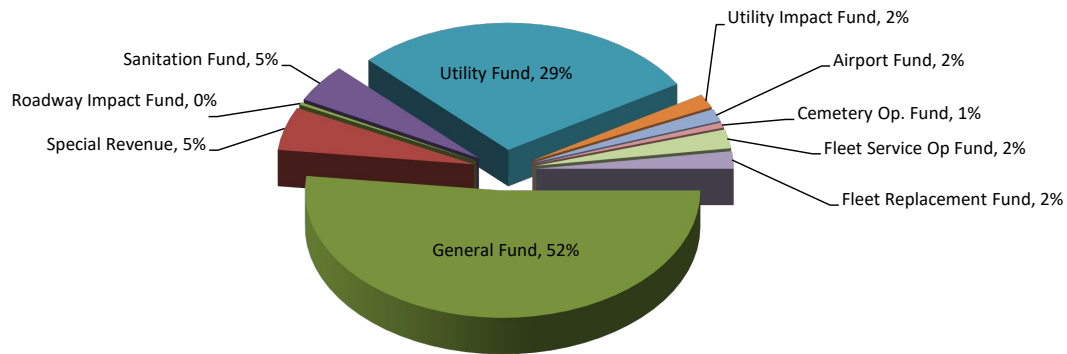
Attachment A

Financial Summary

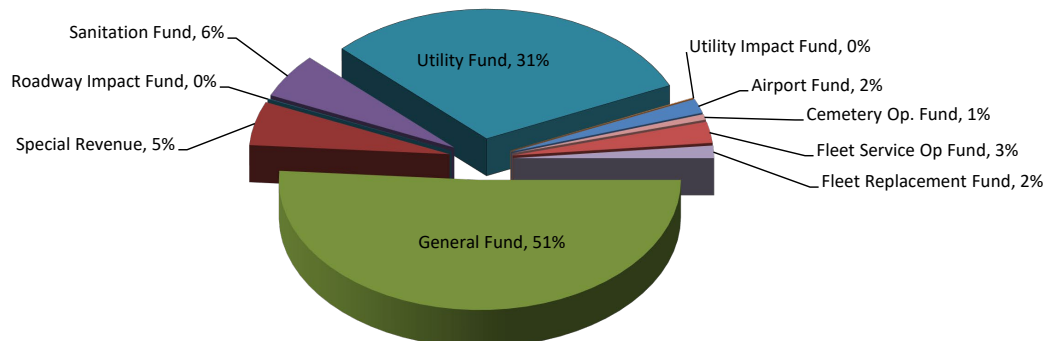
Summary Revenue/Expenditures
Preliminary Year-to-Date as of September 30, 2022

	Revenue			Expenditures			Surplus/Deficit
	Annual Budget	Actual Y-T-D	% of Budget	Annual Budget	Actual Y-T-D	% of Budget	
General Fund	\$ 17,957,241	\$ 19,844,941	111%	\$ 18,127,545	\$ 18,195,460	100%	\$ 1,649,481
Special Revenue Funds							
- Tax Increment Fund (TIF)	\$ 411,500	\$ 419,615	102%	\$ 408,032	\$ 383,032	94%	36,583
- Hotel/Motel Tax	\$ 190,000	\$ 296,002	156%	\$ 204,000	\$ 218,916	107%	77,086
- Main St. Revenue	\$ 108,100	\$ 104,922	97%	\$ 108,100	\$ 88,493	82%	16,429
- Municipal Court Sec/Tech	\$ 19,000	\$ 12,657	67%	\$ 9,712	\$ 4,275	44%	8,382
- Library Grants/Donations	\$ 700	\$ 6,002	857%	\$ 2,050	\$ 100	5%	5,902
- Transportation Fund (TUF)	\$ 828,000	\$ 782,722	95%	\$ 821,319	\$ 756,731	92%	25,991
- MDUS	\$ 522,500	\$ 482,161	92%	\$ 513,600	\$ 489,552	95%	(7,391)
Special Rev Funds Total	\$ 2,079,800	\$ 2,104,081	101%	\$ 2,066,813	\$ 1,941,099	94%	162,982
Enterprise Funds							
- Sanitation Fund	\$ 1,977,600	\$ 1,854,893	94%	\$ 1,946,700	\$ 1,986,422	102%	(131,529)
- Utility Fund	\$ 11,479,000	\$ 11,042,818	96%	\$ 11,818,369	\$ 11,055,556	94%	(12,738)
- Airport Fund	\$ 493,935	\$ 619,034	125%	\$ 505,969	\$ 637,048	126%	(18,014)
- Cemetery Op. Fund	\$ 257,500	\$ 255,636	99%	\$ 260,879	\$ 246,892	95%	8,744
Roadway Impact Fund	\$ 60,000	\$ 123,085	205%	60,000	15,343	26%	107,742
Utility Impact Fund	\$ 425,000	\$ 676,466	159%	160,000	21,807	14%	654,659
Fleet Service Operating Fund	\$ 912,991	\$ 921,459	101%	\$ 908,476	\$ 936,415	103%	(14,956)
Fleet Replacement Fund	\$ 2,436,767	\$ 848,096	35%	\$ 2,410,639	554,385	23%	293,711
Total	\$ 39,430,334	\$ 38,290,510	97%	\$ 39,600,309	\$ 35,590,427	90%	\$ 2,700,083

Total Revenue Summary (\$38,290,510)



Total Expenditure Summary (\$35,590,427)



Attachment B

Financial Statements by Fund

General Fund

Tax Increment Financing Fund

Hotel Occupancy Tax Fund

Main Street Fund

Municipal Court Special Fee Fund

Library Grant/Donations Fund

Roadway Impact Fee Fund

Transportation User Fee Fund

Municipal Drainage Utility System Fund

Sanitation Fund

Public Utilities Fund

Utility Impact Fund

Airport Fund

Cemetery Operating Fund

Fleet Services Operating Fund

Fleet Replacement Fund

C I T Y O F T A Y L O R
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 2022

100-GENERAL FUND
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
310-TAXES		13,639,870.00	669,282.84	14,465,312.47	106.05	0.00	(825,442.47)
320-PERMITS AND LICENSES		974,800.00	123,484.00	1,341,535.37	137.62	0.00	(366,735.37)
330-INTERGOVERNMENTAL REV		386,500.00	186,451.73	662,640.92	171.45	0.00	(276,140.92)
340-CHARGES FOR SERVICES		397,400.00	79,868.38	637,603.24	160.44	0.00	(240,203.24)
410-FINES AND FORFEITURES		231,700.00	12,236.33	157,413.02	67.94	0.00	74,286.98
420-ASSESSMENTS		23,680.00	323.20	60,706.16	256.36	0.00	(37,026.16)
430-USE OF MONEY AND PROP		293,145.00	19,986.57	227,862.47	77.73	0.00	65,282.53
440-DONATIONS FROM PRIVAT		20,479.00	7,835.00	287,226.13	402.54	0.00	(266,747.13)
450-INTERFUND OPERATING T		1,989,667.00	495,954.21	2,004,641.28	100.75	0.00	(14,974.28)
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 ***		17,957,241.00	1,595,422.26	19,844,941.06	110.51	0.00	(1,887,700.06)
<u>EXPENDITURE SUMMARY</u>							
500-CITY COUNCIL		219,480.00	29,119.68	196,894.81	89.71	0.00	22,585.19
501-CITY MANAGEMENT		554,080.00	66,801.21	581,710.72	104.99	0.00	(27,630.72)
503-PUBLIC INFORMATION		197,540.00	15,850.69	202,027.52	102.27	0.00	(4,487.52)
504-HUMAN RESOURCES		284,322.00	32,106.36	268,588.30	94.47	0.00	15,733.70
505-CITY CLERK		164,300.00	15,093.03	147,517.67	89.79	0.00	16,782.33
512-FINANCIAL SERVICES		736,515.00	79,172.00	754,930.96	102.50	0.00	(18,415.96)
516-MUNICIPAL COURT		432,079.00	33,067.42	309,732.98	71.71	110.00	122,236.02
522-DEVELOPMENT SERVICES		1,752,478.00	202,843.05	1,873,248.79	117.81	191,357.00	(312,127.79)
524-MAIN STREET PROGRAM		121,376.00	10,208.63	118,581.23	97.70	0.00	2,794.77
527-MOODY MUSEUM		10,075.00	806.59	6,547.01	64.98	0.00	3,527.99
532-PUBLIC LIBRARY		521,288.00	53,610.74	509,918.23	97.82	0.00	11,369.77
542-FIRE SUPPRESSION/EMER		3,021,819.00	351,553.88	2,991,037.63	98.73	(7,573.00)	38,354.37
552-POLICE FIELD SERVICES		4,494,730.00	482,597.05	4,313,452.46	96.44	21,393.80	159,883.74
558-ANIMAL CONTROL SECTIO		271,224.00	31,111.58	304,750.36	116.24	10,513.00	(44,039.36)
563-STREET & GROUND MAIN		2,040,898.00	239,994.38	1,987,359.25	98.07	14,195.30	39,343.45
565-PARKS & RECREATION		1,276,816.00	121,084.85	1,409,529.23	111.25	10,967.50	(143,680.73)
566-INTERNAL SVCS/BLDG		579,430.00	54,463.12	711,814.88	122.85	0.00	(132,384.88)
573-ENGINEERING & INSPECT		448,000.00	50,336.54	348,403.15	77.77	0.00	99,596.85
575-INTERNAL SVC/IT DEPT		218,834.00	2,573.82	228,290.98	104.32	0.00	(9,456.98)
592-NON-DEPARTMENTAL		782,261.00	32,178.69	931,123.41	179.70	474,586.26	(623,448.67)
*** TOTAL EXPENDITURES ***		18,127,545.00	1,904,573.31	18,195,459.57	104.32	715,549.86	(783,464.43)
*** TOTAL PROFIT / (LOSS) ***		(170,304.00)	(309,151.05)	1,649,481.49	548.39-	(715,549.86)	(1,104,235.63)

C I T Y O F T A Y L O R
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 2022

119-TIF (TAX INCREMENT FUND)
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
310-TAXES		270,000.00	0.00	276,846.18	102.54	0.00	(6,846.18)
330-INTERGOVERNMENTAL REV		140,000.00	0.00	141,082.90	100.77	0.00	(1,082.90)
430-USE OF MONEY AND PROP		<u>1,500.00</u>	<u>472.18</u>	<u>1,686.16</u>	<u>112.41</u>	<u>0.00</u>	<u>(186.16)</u>
*** TOTAL REVENUES ***		411,500.00	472.18	419,615.24	101.97	0.00	(8,115.24)
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
520-TIF EXPENSES		<u>408,032.00</u>	<u>89,875.00</u>	<u>383,032.00</u>	<u>93.87</u>	<u>0.00</u>	<u>25,000.00</u>
*** TOTAL EXPENDITURES ***		408,032.00	89,875.00	383,032.00	93.87	0.00	25,000.00
		=====	=====	=====	=====	=====	=====
*** TOTAL PROFIT / (LOSS) ***		3,468.00	(89,402.82)	36,583.24	54.88	0.00	(33,115.24)
		=====	=====	=====	=====	=====	=====

C I T Y O F T A Y L O R
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 2022

120-HOTEL/MOTEL FUND
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
310-TAXES		190,000.00	30,347.31	282,430.31	148.65	0.00	(92,430.31)
420-ASSESSMENTS		0.00	0.00	0.00	0.00	0.00	0.00
430-USE OF MONEY AND PROP		<u>0.00</u>	<u>0.00</u>	<u>13,571.92</u>	<u>0.00</u>	<u>0.00</u>	<u>(13,571.92)</u>
*** TOTAL REVENUES ***		190,000.00	30,347.31	296,002.23	155.79	0.00	(106,002.23)
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
612-HOTEL/MOTEL TAX		<u>204,000.00</u>	<u>5,206.90</u>	<u>218,916.05</u>	<u>107.31</u>	<u>0.00</u>	<u>(14,916.05)</u>
*** TOTAL EXPENDITURES ***		204,000.00	5,206.90	218,916.05	107.31	0.00	(14,916.05)
		=====	=====	=====	=====	=====	=====
*** TOTAL PROFIT / (LOSS) ***		(14,000.00)	25,140.41	77,086.18	550.62-	0.00	(91,086.18)
		=====	=====	=====	=====	=====	=====

C I T Y O F T A Y L O R
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 2022

123-MAIN STREET REVENUE FUND
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
330-	INTERGOVERNMENTAL REV	17,000.00	0.00	17,000.00	100.00	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	51,500.00	(320.00)	48,322.00	93.83	0.00	3,178.00
450-	INTERFUND OPERATING T	<u>39,600.00</u>	<u>9,900.00</u>	<u>39,600.00</u>	<u>100.00</u>	<u>0.00</u>	<u>0.00</u>
***	TOTAL REVENUES ***	108,100.00	9,580.00	104,922.00	97.06	0.00	3,178.00
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
615-	CONTRIBUTE TO CIVIC P	<u>108,100.00</u>	<u>3,207.60</u>	<u>88,492.97</u>	<u>81.86</u>	<u>0.00</u>	<u>19,607.03</u>
***	TOTAL EXPENDITURES ***	108,100.00	3,207.60	88,492.97	81.86	0.00	19,607.03
		=====	=====	=====	=====	=====	=====
***	TOTAL PROFIT / (LOSS) ***	0.00	6,372.40	16,429.03	0.00	0.00	(16,429.03)
		=====	=====	=====	=====	=====	=====

C I T Y O F T A Y L O R
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 2022

125-MUNICIPAL CRT SPECIAL FEE
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
410-FINES AND FORFEITURES		19,000.00	967.20	12,657.05	66.62	0.00	6,342.95
450-INTERFUND OPERATING T		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
*** TOTAL REVENUES ***		19,000.00	967.20	12,657.05	66.62	0.00	6,342.95
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
625-MUNICIPAL COURT BLDG		9,712.00	0.00	0.00	0.00	0.00	9,712.00
626-MUNICIPAL CRT TECHNO		0.00	0.00	1,122.35	0.00	0.00	(1,122.35)
627-MUN COURT JUDICIAL		<u>0.00</u>	<u>0.00</u>	<u>3,152.80</u>	<u>0.00</u>	<u>0.00</u>	<u>(3,152.80)</u>
*** TOTAL EXPENDITURES ***		9,712.00	0.00	4,275.15	44.02	0.00	5,436.85
		=====	=====	=====	=====	=====	=====
*** TOTAL PROFIT / (LOSS) ***		9,288.00	967.20	8,381.90	90.24	0.00	906.10
		=====	=====	=====	=====	=====	=====

C I T Y O F T A Y L O R
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 2022

129-LIBRARY GRANT/DONATION
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
330-	INTERGOVERNMENTAL REV	0.00	985.50	1,947.50	0.00	0.00	(1,947.50)
430-	USE OF MONEY AND PROP	400.00	535.94	1,840.60	460.15	0.00	(1,440.60)
440-	DONATIONS FROM PRIVAT	<u>300.00</u>	<u>0.00</u>	<u>2,213.44</u>	<u>737.81</u>	<u>0.00</u>	<u>(1,913.44)</u>
***	TOTAL REVENUES ***	700.00	1,521.44	6,001.54	857.36	0.00	(5,301.54)
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
624-	LIBRARY	<u>2,050.00</u>	<u>0.00</u>	<u>99.67</u>	<u>4.86</u>	<u>0.00</u>	<u>1,950.33</u>
***	TOTAL EXPENDITURES ***	2,050.00	0.00	99.67	4.86	0.00	1,950.33
		=====	=====	=====	=====	=====	=====
***	TOTAL PROFIT / (LOSS) ***	(1,350.00)	1,521.44	5,901.87	437.18-	0.00	(7,251.87)
		=====	=====	=====	=====	=====	=====

C I T Y O F T A Y L O R
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 2022

200-ROADWAY IMPACT FEE FUND
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
420-ASSESSMENTS		<u>60,000.00</u>	<u>(318.00)</u>	<u>123,085.08</u>	<u>205.14</u>	<u>0.00</u>	<u>(63,085.08)</u>
*** TOTAL REVENUES ***		<u>60,000.00</u>	<u>(318.00)</u>	<u>123,085.08</u>	<u>205.14</u>	<u>0.00</u>	<u>(63,085.08)</u>
<u>EXPENDITURE SUMMARY</u>							
631-ROADWAY IMPACT FEE		<u>60,000.00</u>	<u>1,887.34</u>	<u>15,342.86</u>	<u>78.90</u>	<u>31,998.54</u>	<u>12,658.60</u>
*** TOTAL EXPENDITURES ***		<u>60,000.00</u>	<u>1,887.34</u>	<u>15,342.86</u>	<u>78.90</u>	<u>31,998.54</u>	<u>12,658.60</u>
*** TOTAL PROFIT / (LOSS) ***		<u>0.00</u>	<u>(2,205.34)</u>	<u>107,742.22</u>	<u>0.00</u>	<u>(31,998.54)</u>	<u>(75,743.68)</u>

C I T Y O F T A Y L O R
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 2022

210-TRANSPORTATION FUND
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
340-	CHARGES FOR SERVICES	825,000.00	70,891.25	782,718.20	94.87	0.00	42,281.80
430-	USE OF MONEY AND PROP	3,000.00	0.00	3.77	0.13	0.00	2,996.23
450-	INTERFUND OPERATING T	0.00	0.00	0.00	0.00	0.00	0.00
470-	PROCEEDS GEN LONG TER	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
***	TOTAL REVENUES ***	828,000.00	70,891.25	782,721.97	94.53	0.00	45,278.03
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
632-	TRANSPORTATION	<u>821,319.00</u>	<u>128,222.40</u>	<u>756,731.16</u>	<u>92.14</u>	<u>0.00</u>	<u>64,587.84</u>
***	TOTAL EXPENDITURES ***	821,319.00	128,222.40	756,731.16	92.14	0.00	64,587.84
		=====	=====	=====	=====	=====	=====
***	TOTAL PROFIT / (LOSS) ***	6,681.00	(57,331.15)	25,990.81	389.03	0.00	(19,309.81)
		=====	=====	=====	=====	=====	=====

C I T Y O F T A Y L O R
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 2022

300-MUNICIPAL DRAINAGE UTILIT
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
330-	INTERGOVERNMENTAL REV	0.00	0.00	0.00	0.00	0.00	0.00
340-	CHARGES FOR SERVICES	522,500.00	43,889.90	482,160.81	92.28	0.00	40,339.19
430-	USE OF MONEY AND PROP	0.00	0.00	0.00	0.00	0.00	0.00
460-	PROCEEDS GEN FIXED AS	0.00	0.00	0.00	0.00	0.00	0.00
470-	PROCEEDS GEN LONG TER	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
***	TOTAL REVENUES ***	<u>522,500.00</u>	<u>43,889.90</u>	<u>482,160.81</u>	<u>92.28</u>	<u>0.00</u>	<u>40,339.19</u>
<u>EXPENDITURE SUMMARY</u>							
750-	MUNICIPAL DRAINAGE	<u>513,600.00</u>	<u>115,671.89</u>	<u>489,551.74</u>	<u>95.32</u>	<u>0.00</u>	<u>24,048.26</u>
***	TOTAL EXPENDITURES ***	<u>513,600.00</u>	<u>115,671.89</u>	<u>489,551.74</u>	<u>95.32</u>	<u>0.00</u>	<u>24,048.26</u>
***	TOTAL PROFIT / (LOSS) ***	<u>8,900.00</u>	<u>(71,781.99)</u>	<u>(7,390.93)</u>	<u>83.04-</u>	<u>0.00</u>	<u>16,290.93</u>

C I T Y O F T A Y L O R
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 2022

320-SANITATION FUND
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
310-TAXES		220,000.00	14,658.04	208,439.28	94.75	0.00	11,560.72
340-CHARGES FOR SERVICES		<u>1,757,600.00</u>	<u>152,770.96</u>	<u>1,646,453.89</u>	<u>93.68</u>	<u>0.00</u>	<u>111,146.11</u>
*** TOTAL REVENUES ***		<u>1,977,600.00</u>	<u>167,429.00</u>	<u>1,854,893.17</u>	<u>93.80</u>	<u>0.00</u>	<u>122,706.83</u>
<u>EXPENDITURE SUMMARY</u>							
721-SANITATION/GARBAGE		<u>1,946,700.00</u>	<u>197,957.35</u>	<u>1,986,421.88</u>	<u>102.04</u>	<u>0.00</u>	<u>(39,721.88)</u>
*** TOTAL EXPENDITURES ***		<u>1,946,700.00</u>	<u>197,957.35</u>	<u>1,986,421.88</u>	<u>102.04</u>	<u>0.00</u>	<u>(39,721.88)</u>
*** TOTAL PROFIT / (LOSS) ***		<u>30,900.00</u>	<u>(30,528.35)</u>	<u>(131,528.71)</u>	<u>425.66-</u>	<u>0.00</u>	<u>162,428.71</u>

C I T Y O F T A Y L O R
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 2022

340-PUBLIC UTILITIES FUND
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
320-PERMITS AND LICENSES		1,000.00	125.00	1,200.00	120.00	0.00	(200.00)
330-INTERGOVERNMENTAL REV		0.00	0.00	0.00	0.00	0.00	0.00
340-CHARGES FOR SERVICES		10,953,500.00	1,110,634.34	10,809,305.02	98.68	0.00	144,194.98
420-ASSESSMENTS		427,000.00	2,790.73	118,676.02	27.79	0.00	308,323.98
430-USE OF MONEY AND PROP		95,500.00	26,381.20	108,939.76	114.07	0.00	(13,439.76)
450-INTERFUND OPERATING T		0.00	0.00	0.00	0.00	0.00	0.00
460-PROCEEDS GEN FIXED AS		2,000.00	1,480.80	4,697.37	234.87	0.00	(2,697.37)
470-PROCEEDS GEN LONG TER		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
*** TOTAL REVENUES ***		11,479,000.00 =====	1,141,412.07 =====	11,042,818.17 =====	96.20 =====	0.00 =====	436,181.83 =====
<u>EXPENDITURE SUMMARY</u>							
701-UTILITIES ADMINISTRAT		501,743.00	44,075.21	461,786.58	92.04	0.00	39,956.42
706-WASTEWATER TREATMENT		994,196.00	104,608.70	872,301.11	89.84	20,875.00	101,019.89
708-UTILITY DISTRIBUTION/		2,545,152.00	250,978.78	2,145,799.33	88.85	115,680.99	283,671.68
709-UTILITIES NON-DEPARTM		<u>7,777,278.00</u>	<u>1,345,316.19</u>	<u>7,575,668.77</u>	<u>98.57</u>	<u>90,651.00</u>	<u>110,958.23</u>
*** TOTAL EXPENDITURES ***		11,818,369.00 =====	1,744,978.88 =====	11,055,555.79 =====	95.47 =====	227,206.99 =====	535,606.22 =====
*** TOTAL PROFIT / (LOSS) ***		(339,369.00) =====	(603,566.81) =====	(12,737.62) =====	70.70 =====	(227,206.99) =====	(99,424.39) =====

C I T Y O F T A Y L O R
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 2022

345-UTILITY IMPACT FEE FUND
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
340-CHARGES FOR SERVICES		425,000.00	(3,000.00)	672,510.00	158.24	0.00	(247,510.00)
420-ASSESSMENTS		0.00	0.00	0.00	0.00	0.00	0.00
430-USE OF MONEY AND PROP		<u>0.00</u>	<u>0.00</u>	<u>3,956.33</u>	<u>0.00</u>	<u>0.00</u>	<u>(3,956.33)</u>
*** TOTAL REVENUES ***		425,000.00	(3,000.00)	676,466.33	159.17	0.00	(251,466.33)
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
592-NON-DEPARTMENTAL		<u>160,000.00</u>	<u>0.00</u>	<u>21,807.41</u>	<u>26.97</u>	<u>21,349.00</u>	<u>116,843.59</u>
*** TOTAL EXPENDITURES ***		160,000.00	0.00	21,807.41	26.97	21,349.00	116,843.59
		=====	=====	=====	=====	=====	=====
*** TOTAL PROFIT / (LOSS) ***		265,000.00	(3,000.00)	654,658.92	238.98	(21,349.00)	(368,309.92)
		=====	=====	=====	=====	=====	=====

C I T Y O F T A Y L O R
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 2022

350-AIRPORT FUND
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
320-PERMITS AND LICENSES		0.00	0.00	0.00	0.00	0.00	0.00
330-INTERGOVERNMENTAL REV		44,735.00	0.00	61,103.79	136.59	0.00	(16,368.79)
340-CHARGES FOR SERVICES		447,700.00	49,981.52	551,042.71	123.08	0.00	(103,342.71)
420-ASSESSMENTS		0.00	0.00	0.00	0.00	0.00	0.00
430-USE OF MONEY AND PROP		1,500.00	2,143.45	6,887.85	459.19	0.00	(5,387.85)
440-DONATIONS FROM PRIVAT		0.00	0.00	0.00	0.00	0.00	0.00
450-INTERFUND OPERATING T		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
*** TOTAL REVENUES ***		493,935.00	52,124.97	619,034.35	125.33	0.00	(125,099.35)
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
732-AIRPORT OPERATIONS DE		<u>505,969.00</u>	<u>76,831.33</u>	<u>637,047.86</u>	<u>125.91</u>	<u>0.00</u>	<u>(131,078.86)</u>
*** TOTAL EXPENDITURES ***		505,969.00	76,831.33	637,047.86	125.91	0.00	(131,078.86)
		=====	=====	=====	=====	=====	=====
*** TOTAL PROFIT / (LOSS) ***		(12,034.00)	(24,706.36)	(18,013.51)	149.69	0.00	5,979.51
		=====	=====	=====	=====	=====	=====

C I T Y O F T A Y L O R
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 2022

370-CEMETERY OPERATING FUND
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
330-	INTERGOVERNMENTAL REV	0.00	0.00	0.00	0.00	0.00	0.00
340-	CHARGES FOR SERVICES	171,500.00	13,854.00	161,008.00	93.88	0.00	10,492.00
420-	ASSESSMENTS	0.00	0.00	0.00	0.00	0.00	0.00
430-	USE OF MONEY AND PROP	1,000.00	168.00	1,595.00	159.50	0.00	(595.00)
440-	DONATIONS FROM PRIVAT	0.00	0.00	0.00	0.00	0.00	0.00
450-	INTERFUND OPERATING T	5,000.00	2,506.10	4,978.69	99.57	0.00	21.31
460-	PROCEEDS GEN FIXED AS	<u>80,000.00</u>	<u>10,530.00</u>	<u>88,054.20</u>	<u>110.07</u>	<u>0.00</u>	<u>(8,054.20)</u>
***	TOTAL REVENUES ***	257,500.00 =====	27,058.10 =====	255,635.89 =====	99.28 =====	0.00 =====	1,864.11 =====
<u>EXPENDITURE SUMMARY</u>							
761-	CEMETERY OPERATING DE	<u>260,879.00</u>	<u>26,669.32</u>	<u>246,892.06</u>	<u>99.61</u>	<u>12,960.00</u>	<u>1,026.94</u>
***	TOTAL EXPENDITURES ***	260,879.00 =====	26,669.32 =====	246,892.06 =====	99.61 =====	12,960.00 =====	1,026.94 =====
***	TOTAL PROFIT / (LOSS) ***	(3,379.00) =====	388.78 =====	8,743.83 =====	124.78 =====	(12,960.00) =====	837.17 =====

C I T Y O F T A Y L O R
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 2022

382-FLEET SERVICES OPERATING
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
340-	CHARGES FOR SERVICES	908,335.00	179,471.75	905,002.00	99.63	0.00	3,333.00
420-	ASSESSMENTS	4,656.00	2,156.09	14,517.97	311.81	0.00	(9,861.97)
430-	USE OF MONEY AND PROP	0.00	0.00	1,939.22	0.00	0.00	(1,939.22)
450-	INTERFUND OPERATING T	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
***	TOTAL REVENUES ***	912,991.00	181,627.84	921,459.19	100.93	0.00	(8,468.19)
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
517-	FLEET SERVICES	<u>908,476.00</u>	<u>66,104.19</u>	<u>936,415.45</u>	<u>103.08</u>	<u>0.00</u>	<u>(27,939.45)</u>
***	TOTAL EXPENDITURES ***	908,476.00	66,104.19	936,415.45	103.08	0.00	(27,939.45)
		=====	=====	=====	=====	=====	=====
***	TOTAL PROFIT / (LOSS) ***	4,515.00	115,523.65	(14,956.26)	331.26-	0.00	19,471.26
		=====	=====	=====	=====	=====	=====

C I T Y O F T A Y L O R
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 2022

384-FLEET REPLACEMENT FUND
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
330-INTERGOVERNMENTAL REV		0.00	0.00	0.00	0.00	0.00	0.00
340-CHARGES FOR SERVICES		428,767.00	206,176.25	815,639.50	190.23	0.00	(386,872.50)
420-ASSESSMENTS		0.00	0.00	0.00	0.00	0.00	0.00
430-USE OF MONEY AND PROP		500.00	413.03	1,418.35	283.67	0.00	(918.35)
450-INTERFUND OPERATING T		0.00	0.00	11,914.45	0.00	0.00	(11,914.45)
460-PROCEEDS GEN FIXED AS		7,500.00	0.00	19,123.50	254.98	0.00	(11,623.50)
470-PROCEEDS GEN LONG TER		<u>2,000,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>2,000,000.00</u>
*** TOTAL REVENUES ***		<u>2,436,767.00</u>	<u>206,589.28</u>	<u>848,095.80</u>	<u>34.80</u>	<u>0.00</u>	<u>1,588,671.20</u>
<u>EXPENDITURE SUMMARY</u>							
518-EQUIPMENT REPLACEMENT		<u>2,410,639.00</u>	<u>8,173.58</u>	<u>554,385.28</u>	<u>24.77</u>	<u>42,640.00</u>	<u>1,813,613.72</u>
*** TOTAL EXPENDITURES ***		<u>2,410,639.00</u>	<u>8,173.58</u>	<u>554,385.28</u>	<u>24.77</u>	<u>42,640.00</u>	<u>1,813,613.72</u>
*** TOTAL PROFIT / (LOSS) ***		<u>26,128.00</u>	<u>198,415.70</u>	<u>293,710.52</u>	<u>960.93</u>	<u>(42,640.00)</u>	<u>(224,942.52)</u>

Attachment C

Council Report

Checks Posted in September 2022

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	GENERAL FUND	AFLAC	AFLAC SEPT 2022 INVOICE	1,594.12
		DFH WILDWOOD LLC DBA: DREAM FINDERS HO	DUPLICATE PERMIT# 2022-112	15.00
			DUPLICATE PERMIT# 2022-112	400.50
			DUPLICATE PERMIT# 2022-112	13.35
			DUPLICATE PERMIT# 2022-112	2,670.00
		MISCELLANEOUS JOANNA ALDERETE	JOANNA ALDERETE:DEPOSIT RE	200.00
		KIMBERLY RUIZ	KIMBERLY RUIZ:DEPOSIT REFU	200.00
		NYDIA GAMEZ	NYDIA GAMEZ:DEPOSIT REFUND	200.00
		RITA RANGEL	RITA RANGEL:DEPOSIT REFUND	25.00
		YESENIA SANCHEZ	YESENIA SANCHEZ:DEPOSIT RE	200.00
		SANDY LLAMAS	SANDY LLAMAS:DEPOSIT REFUN	75.00
		RUBY ARREOSOLA	RUBY ARREOSOLA:DEPOSIT REF	100.00
		DANIELA FLORES	DANIELA FLORES:DEPOSIT REF	200.00
		DANIELA FLORES	DANIELA FLORES:DEPOSIT REF	200.00
		EDWARD AVALOS	EDWARD AVALOS:DEPOSIT REFU	200.00
		STELLA BUZAN	STELLA BUZAN:DEPOSIT REFUN	200.00
		GRISELDA MARTINEZ	GRISELDA MARTINEZ:DEPOSIT	200.00
		KATIE MARIE BROUWER	KATIE MARIE BROUWER:OTPI M	10.00
		McCREARY, VESELKA, BRAGG & ALLEN PC	CC FEES-AUGUST 2022	424.40
		NATIONWIDE RETIREMENT SOLUTIONS	457B DEF COMP PLAN	2,281.00
			457B DEF COMP PLAN ROTH	135.00
			457B DEF COMP PLAN	2,281.00
			457B DEF COMP PLAN ROTH	135.00
		PRE-PAID LEGAL SERVICES, INC. DBA LEGA	PRE-PAID LEGAL SEPT.2022	114.65
		TEXAS MUNICIPAL RETIREMENT SYSTEMS	TAYLOR1246 AUGUST 2022	44,590.10
			TAYLOR1246 AUGUST 2022	4,030.76
		UNITED WAY FOR GREATER AUSTIN	UNITED WAY CONTRIBUTIONS	5.00
			UNITED WAY CONTRIBUTIONS	5.00
		UNUM LIFE INS CO OF AMERI	UNUM LIFE INS. PAYABLE	910.75
		WEX HEALTH, INC. DBA: WEX	38705 FSA	807.18
			38705 FSA	889.43
		TAYLOR PROFESSIONAL FIREFIGHTER ASSOCI	ACCT #2091015 TAYLOR FF AS	558.00
			ACCT #2091015 TAYLOR FF AS	558.00
		ICMA-RC PLAN SPONSOR SERVICES	ICMA CONTRIBUTORY	1,665.69
			ICMA ROTH	545.00
			ICMA CONTRIBUTORY	1,665.69
			ICMA ROTH	<u>545.00</u>
			TOTAL:	68,849.62
CITY COUNCIL	GENERAL FUND	AMAZON.COM SALES, INC DBA: AMAZON.COM	IPHONE SCREEN PROTECTOR	24.98
		LLOYD GOSSELINK ROCHELLE & TOWNSEND, P	ONCOR FRANCHISE AGREEMENT	621.00
			ATMOS FRANCHISE AGREEMENT	1,449.00
		TAYLOR SPORTING GOODS	COUNCIL/LOGO ON TML SHIRT	40.00
		VERIZON WIRELESS	CELL PHONE	176.10
		HEJL & SCHROEDER, P.C.	MAY 2022 LEGAL SERVICES	<u>6,637.50</u>
			TOTAL:	8,948.58
CITY MANAGEMENT	GENERAL FUND	ODP BUSINESS SOLUTIONS, LLC	COPY PAPER	21.49
		TAYLOR SPORTING GOODS	CM/LOGO ON TML SHIRT	20.00
		TEXAS MUNICIPAL RETIREMENT SYSTEMS	TAYLOR1246 AUGUST 2022	4,394.84
		UNUM LIFE INS CO OF AMERI	UNUM AD&D	85.56
		VERIZON WIRELESS	CELL PHONE	144.93
		DAHILL DBA: XEROX BUSINESS SOLUTIONS S	EQUIPMENT	<u>46.07</u>
			TOTAL:	4,712.89
PUBLIC INFORMATION	GENERAL FUND	ODP BUSINESS SOLUTIONS, LLC	COPY PAPER	21.49

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		TEXAS MUNICIPAL RETIREMENT SYSTEMS	TAYLOR1246 AUGUST 2022	587.42
		TIME WARNER CABLE DBA SPECTRUM	FIBER PEG CHANNEL	698.08
		UNUM LIFE INS CO OF AMERI	UNUM AD&D	13.99
		VERIZON WIRELESS	CELL PHONE	70.44
		OSBORNE, STACEY FORD	PIO SERVICES SEPTEMBER 202	<u>5,427.00</u>
			TOTAL:	6,818.42
HUMAN RESOURCES	GENERAL FUND	ODP BUSINESS SOLUTIONS, LLC	COPY PAPER	21.49
		TAYLOR OFFICE PRODUCTS INC	JOB FAIR/EXPO FLYERS	24.00
		TAYLOR SPORTING GOODS	L. GROS/LOGO ON TML SHIRT	10.00
		TEXAS MUNICIPAL RETIREMENT SYSTEMS	TAYLOR1246 AUGUST 2022	1,473.73
		UNUM LIFE INS CO OF AMERI	UNUM AD&D	34.61
		VERIZON WIRELESS	CELL PHONE	48.31
		WORKERS ASSISTANCE PROGRAM, INC.	WAP SEPTEMBER 2022 SERVICE	277.89
		HOWARD BRUCE URE DBA: URE CONSULTING,	FIRE EXAMS SHIPPING	35.00
			FIRE EXAMS	4,900.00
		DAHILL DBA: XEROX BUSINESS SOLUTIONS S	EQUIPMENT	46.07
		STEPHENS, MARK EDWARD	FACILITATOR CITY-WIDE	<u>1,669.00</u>
			TOTAL:	8,540.10
CITY CLERK	GENERAL FUND	MCLEAN, DIANNA	TMCA CONFERENCE	271.25
		ODP BUSINESS SOLUTIONS, LLC	COPY PAPER	21.49
		TEXAS MUNICIPAL RETIREMENT SYSTEMS	TAYLOR1246 AUGUST 2022	998.07
		UNUM LIFE INS CO OF AMERI	UNUM AD&D	24.64
		VERIZON WIRELESS	CELL PHONE	35.22
		DAHILL DBA: XEROX BUSINESS SOLUTIONS S	EQUIPMENT	<u>46.07</u>
			TOTAL:	1,396.74
FINANCIAL SERVICES	GENERAL FUND	ODP BUSINESS SOLUTIONS, LLC	COPY PAPER	21.49
		TAYLOR SPORTING GOODS	J. WOOD/LOGO ON TML SHIRT	10.00
		TEXAS MUNICIPAL RETIREMENT SYSTEMS	TAYLOR1246 AUGUST 2022	4,587.98
		UNUM LIFE INS CO OF AMERI	UNUM AD&D	99.07
		VERIZON WIRELESS	CELL PHONE	83.53
		DAHILL DBA: XEROX BUSINESS SOLUTIONS S	EQUIPMENT	46.06
			XPHASER 4622	<u>46.95</u>
			TOTAL:	4,895.08
MUNICIPAL COURT	GENERAL FUND	BRINKS, INC.	BRINKS SEPTEMBER 2022	513.58
		TYLER TECHNOLOGIES, INC	COURT ONLINE	100.00
		ODP BUSINESS SOLUTIONS, LLC	JAYME/TMC KEYBOARD	32.99
			JAYME/TMC MONITOR STAND	34.99
		RELIANT ENERGY SOLUTIONS	MONTHLY ELECTRIC BILL	239.05
		TEXAS MUNICIPAL RETIREMENT SYSTEMS	TAYLOR1246 AUGUST 2022	920.35
		ATMOS ENERGY	NATURAL GAS-109 W 5TH ST	63.18
		UNUM LIFE INS CO OF AMERI	UNUM AD&D	28.92
			ADD JAYME MCCARTHY	8.06
		VERIZON WIRELESS	CELL PHONE	70.44
			CELL PHONE	0.00
		HEJL & SCHROEDER, P.C.	MAY 2022 MUNICIPAL COURT S	<u>2,295.00</u>
			TOTAL:	4,306.56
DEVELOPMENT SERVICES	GENERAL FUND	ACOSTA, MARK	REIMBURSE CODE ENFORCE DUE	75.00
		WATKINS, MICHAEL DEAN DBA:	TAYLOR HEIGHTS PZ20221544	12,800.00
		ODP BUSINESS SOLUTIONS, LLC	PLANNERS, BINDERS, NOTEBOO	114.56
			SCREEN PROTECTOR	15.99
			PRIVACY FILTERS	142.89

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			CABLE TIES	11.99
			TAPE MEASURE	29.99
			FRAMES	81.98
			COPY PAPER	21.49
		MATTHEW LEWIS DBA:SIMPLECITY DESIGN LL	SIGN ORDINANCE CONTRACT	22,971.40
		TAYLOR SPORTING GOODS	T. YANTIS/LOGO ON TML SHIR	10.00
		TEXAS MUNICIPAL RETIREMENT SYSTEMS	TAYLOR1246 AUGUST 2022	6,812.44
		UNUM LIFE INS CO OF AMERI	UNUM AD&D	157.39
			ADJ RUBY MORAN	0.70
		VERIZON WIRELESS	CELL PHONE	307.01
		WAL-MART COMMUNITY/GEMB	MONTHLY CODE MEETING	13.54
		HUMPHREYS, JAMES BRENT DBA: MALLARD &	208 N ROBINSON/ABATEMENT	150.00
			2002 W 2ND ST/ABATEMENT	500.00
		DAHILL DBA: XEROX BUSINESS SOLUTIONS S	EQUIPMENT	<u>46.06</u>
			TOTAL:	44,262.43
MAIN STREET PROGRAM 00 GENERAL FUND		AMAZON.COM SALES, INC DBA: AMAZON.COM	MARKERS	19.98
		ODP BUSINESS SOLUTIONS, LLC	COPY PAPER	21.49
		TEXAS MUNICIPAL RETIREMENT SYSTEMS	TAYLOR1246 AUGUST 2022	654.88
		UNUM LIFE INS CO OF AMERI	UNUM AD&D	15.64
		VERIZON WIRELESS	CELL PHONE	48.31
		DAHILL DBA: XEROX BUSINESS SOLUTIONS S	EQUIPMENT	<u>46.07</u>
			TOTAL:	806.37
CD-MOODY MUSEUM	GENERAL FUND	ADT SECURITY SERVICES INC	ADT MOODY SEC/9/1-11/30/20	163.81
			ADT MOODY SEC/9/2-10/1/202	67.52
		RELIANT ENERGY SOLUTIONS	MONTHLY ELECTRIC BILL	384.06
		ATMOS ENERGY	NATURAL GAS-114 W 9TH ST	<u>60.52</u>
			TOTAL:	675.91
PUBLIC LIBRARY	GENERAL FUND	BLACKSTONE AUDIO, INC. DBA: BLACKSTONE	AUDIO BOOKS	409.99
		FARONICS TECHNOLOGIES USA, INC.	DEEP FREEZE SOFTWARE RENEW	184.80
		INGRAM BOOK COMPANY	books	16.46
			books	32.84
			books	13.79
			books	20.94
			books	136.07
			books	57.81
			books	8.80
			books	601.01
			books	9.55
			books	61.03
			books	56.51
			books	818.45
			books	10.59
			books	9.93
			books	34.19
		MIDWEST TAPE	DVD'S	26.24
			DVD YELLOW CLIP STRIPS	229.98
			DVD'S	14.99
			DVD'S	22.49
			DVD'S	17.99
		ODP BUSINESS SOLUTIONS, LLC	TAPE	19.76
			TAPE	6.82
			BUBBLE WRAP	36.59
		RELIANT ENERGY SOLUTIONS	MONTHLY ELECTRIC BILL	1,645.88

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		TEXAS MUNICIPAL RETIREMENT SYSTEMS	TAYLOR1246 AUGUST 2022	2,799.79
		ATMOS ENERGY	NATURAL GAS-801 VANCE ST	61.84
		UNUM LIFE INS CO OF AMERI	UNUM AD&D	62.36
		VERIZON WIRELESS	CELL PHONE	35.22
		DAHILL DBA: XEROX BUSINESS SOLUTIONS S	LIBRARY MAINTENANCE FEE	41.38
		CHARTER COMMUNICATIONS HOLDINGS, LLC D	LIBRARY INTERNET	197.00
		OVERDRIVE, INC	OVERDRIVE E-BOOKS	26.47
			TOTAL:	7,727.56
FIRE DEPARTMENT	GENERAL FUND	CARLTON, RYAN	FIRE CHIEFS ASSOC FIRE ACA	210.00
		ODP BUSINESS SOLUTIONS, LLC	PAPER & TAPE	43.68
			PENS	8.14
		PNC BANK NATIONAL ASSOCIATION	DISCOUNTSAFETYGEAR.COM CRE	38.67-
			EBAY SALES TAX CREDIT	4.70-
		RELIANT ENERGY SOLUTIONS	MONTHLY ELECTRIC BILL	1,127.09
		TEXAS COMMISSION ON FIRE PROTECTION	ANNUAL RENEWAL	1,380.00
		TEXAS MUNICIPAL RETIREMENT SYSTEMS	TAYLOR1246 AUGUST 2022	18,350.29
		TIME WARNER CABLE DBA SPECTRUM	INTERNET	369.66
		TRACTOR SUPPLY COMPANY	AERIAL FIX PARTS-NUTS	5.08
		ATMOS ENERGY	NATURAL GAS-705 CARLOS PAR	79.16
			NATURAL GAS-200 WASHBURN S	101.79
		UNUM LIFE INS CO OF AMERI	UNUM AD&D	290.44
		VERIZON WIRELESS	CELL PHONES	201.25
			DATA CARDS	533.15
		AT&T U-VERSE	FD INTERNET/CABLE	152.77
		IMPACT PROMOTIONAL SERVICES, LLC DBA:	CHIEF BAUM/POLOS	228.72
		RESCUEGEAR, INC.	TRAINING GEAR	467.00
		DELL FINANCIAL SERVICES	COMPUTER	1,369.10
		SIMS, TIMOTHY E DBA: S & S SOUND SOLUT	SOUND SYSTEM FOR 9/11	100.00
		AXCESS FIRE & SAFETY SUPPLY INC.	ANNUAL GROUND LADDER TESTI	638.29
			TOTAL:	25,612.24
POLICE DEPARTMENT	GENERAL FUND	AMAZON.COM SALES, INC DBA: AMAZON.COM	PHONE COVERS/CHARGERS	366.80
			ORIGINAL STAMPS	32.97
			TORQUE WRENCH	67.36
			1TB HARDDRIVES FOR EVIDENCE	499.90
			RUG FOR DISPATCH	250.95
			CHIEF PHONE CASE/SCREEN PR	28.83
		ALWAYS TOWING AND RECOVERY	EVIDENCE TOWING RE:2022090	440.00
		TEXAS DEPARTMENT OF INFORMATION RESOUR	DISPATCH RADIO CIRCUIT AUG	413.28
		G T DISTRIBUTORS, INC	CADET ARCE/RRPD ACADEMY GE	408.85
			RRPD ACADEMY UNIFORMS-ARCE	463.95
		PNC BANK NATIONAL ASSOCIATION	MAJOR SURPLUS&SURV REFUND	341.52-
		RANDY'S WRECKER SERVICE	EVIDENCE TOWING RE:2022090	381.00
		RELIANT ENERGY SOLUTIONS	MONTHLY ELECTRIC BILL	1,162.66
		TEXAS MUNICIPAL RETIREMENT SYSTEMS	TAYLOR1246 AUGUST 2022	26,237.76
		TIME WARNER CABLE DBA SPECTRUM	INTERNET/CABLE SEPTEMBER 2	343.45
		UNUM LIFE INS CO OF AMERI	UNUM AD&D	579.89
			ADJ. JASON CULP	0.48
			ADJ LAURO LUERA	0.94
			ADJ MICHAEL MORRIS	0.46
		VERIZON WIRELESS	CELL PHONES	674.76
			CELL PHONES - VOCA COORDIN	40.25
			CELL PHONES - VOCA VOLUNTE	40.25
			MIFI-VOCA COORDINATOR	37.99
			DATA CARDS	607.86

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		WAL-MART COMMUNITY/GEMB	VOCA/SNACKS FOR VICTIMS	94.27
		ON TECH, LLC DBA: IT VOICE	MONTHLY IT SUPPORT- AUGUST	7,313.00
		CIT BANK, N.A DBA AVAYA FINANCIAL SERV	AVAYA SOFTWARE	511.39
		KONICA MINOLTA PREMIER FINANCE	RECORDS COPIER LEASE 09-10	267.44
			TOTAL:	40,925.22
ANIMAL CONTROL	GENERAL FUND	EVINS TEMPORARIES, INC.	KT CARPENTER W.E 9.3.2022	171.60
			KT MARTINEZ W.E 9.3.2022	171.60
			KT CARPENTER W.E 9.10.2022	882.14
			KT MARTINEZ W.E 9.10.2022	858.00
			KT CARPENTER W.E 9.17.2022	691.76
			KT MARTINEZ W.E 9.17.2022	866.05
		G T DISTRIBUTORS, INC	SUSAN DAVIS/CARGO PANTS	235.16
		HUMANE EDUCATORS OF TEXAS, LLC	AUGUST 2022 VET SERVICES	2,720.25
		PNC BANK NATIONAL ASSOCIATION	4IMPRINT REFUND PRICE ADJ	16.20-
		RELIANT ENERGY SOLUTIONS	MONTHLY ELECTRIC BILL	621.72
		TEXAS MUNICIPAL RETIREMENT SYSTEMS	TAYLOR1246 AUGUST 2022	949.21
		UNUM LIFE INS CO OF AMERI	UNUM AD&D	20.15
		VERIZON WIRELESS	CELL PHONE	118.75
		SATELLITE SHELTERS, INC.	TEMPORARY ACO BUILDING	1,390.00
			TOTAL:	9,680.19
STREETS & GROUND MAINT	GENERAL FUND	AMAZON.COM SALES, INC DBA: AMAZON.COM	JIM GRAY/TML SHIRT	50.49
			ST,GR/GATORADE POWDER STIC	50.97
		QUIKRETE HOLDINGS, INC.	ST,GR/CULVERT- SCOTT STREE	871.80
		CENTERLINE SUPPLY, INC	COUNTY RD 101/SIGN PARTS	285.00
		ERGON ASPHALT & EMULSIONS, INC	SS-1 EMULSION OIL	980.59
			1100 GALLONS SS-1 OIL	271.64
			SS-1 EMULSION OIL	948.77
		HEART OF TEXAS LANDSCAPE & IRRIGATION	HWY 79 WELCOME SIGN/IRR RE	216.00
		PROGRESSIVE WASTE SOLUTIONS DBA WC OF	(2) 20 YD-602 E RIO GRANDE	461.96
			(1) 40 YD- 500 BURKETT ST	381.14
		KRUSE, KELLY D DBA KRUSE ELECTRIC SER	REPLACE POLE-COT SIGN-CEME	884.60
		MOSS & MOSS INC. #4000	ST,GR/SQUEEGEE-BLADE WINDO	21.59
			ST,GR/GREASE GUN	16.19
			ST,GR/KNIFE TO CUT GEOGRID	15.73
			ST,GR/GRAFFITI HIKE & BIKE	32.37
		RELIANT ENERGY SOLUTIONS	MONTHLY ELECTRIC BILL	4,690.78
		TAYLOR SPORTING GOODS	J. GRAY/LOGO ON TML SHIRT	10.00
		TEXAS MUNICIPAL RETIREMENT SYSTEMS	TAYLOR1246 AUGUST 2022	8,187.69
		TIME WARNER CABLE DBA SPECTRUM	INTERNET	229.16
		ATMOS ENERGY	NATURAL GAS-1424 N MAIN ST	60.52
		UNITED RENTALS (NORTH AMERICA), INC.	WATER TRUCK RENTAL	2,508.06
		UNUM LIFE INS CO OF AMERI	UNUM AD&D	187.64
		VERIZON WIRELESS	CELL PHONE	298.90
			GATEWAY SIGN	37.99
		WAL-MART COMMUNITY/GEMB	ST,GR/PAPER PLATES, NAPKIN	9.30
			PW ADMIN- ICE CHEST FOR MT	59.00
			ST,GR/6 CASES BOTTLED WATE	32.16
			PW UTILITY COORD MTG/DRINK	24.46
		WHITTLESEY LANDSCAPE SUPPLIES & RECY.	ST,GR/GRANITE-HIKE BIKE TR	428.98
		HAYDAY, INC DBA: CTWP	ST,GR/COPIER LEASE AGREEME	66.99
		YELLOWSTONE LANDSCAPE CENTRAL, INC.	ROW MOWING SEPTEMBER 2022	3,817.27
		CINTAS CORPORATION #86	ST,GR/UNIFORM RENTAL	238.87
			ST,GR/UNIFORM RENTAL	232.92
			ST,GR/UNIFORM RENTAL	232.92

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			ST,GR/UNIFORM RENTAL	232.92
		T7 ENTERPRISES, LLC DBA RELIABLE TIRE	ST,GR/TIRE DISPOSAL	345.00
		CIT BANK, N.A DBA AVAYA FINANCIAL SERV	CAMERA SYSTEM	167.59
		SIGN SOLUTIONS USA, LLC	ST,GR/(6) HANDICAP PKG SIG	99.95
			CR 101/SPEED LIMIT 45 SIGN	46.54
		COMMUNITY COFFEE COMPANY LLC	1424 N MAIN/COFFEE	<u>157.20</u>
			TOTAL:	27,891.65
PARKS & RECREATION	GENERAL FUND	HEART OF TEXAS LANDSCAPE & IRRIGATION	TRPSC/IRRIGATION REPAIR VA	930.00
		MATERA PAPER CO INC	TRP JANITORIAL SUPPLIES	1,631.06
			38X28 LINERS	144.33
			PEARLUX HAND CLEANER	89.57
		MOSS & MOSS INC. #5000	HARDWARE - QUICK LINK	1.79
			MISC HARDWARE - MOUNTING T	42.72
			HARDWARE - QUICK LINKS	7.16
		RELIANT ENERGY SOLUTIONS	MONTHLY ELECTRIC BILL	3,881.53
		YOUNG MEN'S CHRISTIAN ASSOCIATION OF C	POOL MANAGMENT 2022	32,293.83
		TAYLOR INDEPENDENT SCHOOL DISTRICT	LIGHTNING PREDICTION WARRA	250.00
		TAYLOR SPORTING GOODS	T. BYBEE/LOGO ON TML SHIRT	10.00
		TEXAS MUNICIPAL RETIREMENT SYSTEMS	TAYLOR1246 AUGUST 2022	3,273.87
		TIME WARNER CABLE DBA SPECTRUM	DICKEY GIVENS INTERNET	89.99
		ATMOS ENERGY	NATURAL GAS-1418 DAVIS ST	65.51
			NATURAL GAS-1418 DAVIS ST	71.28
		UNUM LIFE INS CO OF AMERI	UNUM AD&D	75.14
			TERM FREDDIE LOEHR	16.60-
		VERIZON WIRELESS	CELL PHONE	215.37
			IPAD	37.99
		WAL-MART COMMUNITY/GEMB	TRPSC/BATTERIES & CUTLERY	50.25
		TEXAS RECREATION & PARK SOCIETY	CURTIS FIELDS/MEMBERSHIP D	60.00
		CINTAS CORPORATION #86	TRPSC/UNIFORM RENTAL	8.56
			TRPSC/UNIFORM RENTAL	8.56
			TRPSC/UNIFORMS	7.74
		KIDFISH FOUNDATION	KIDFISH EVENT	3,000.00
		TRUGREEN LIMITED PARTNERSHIP	MALLARD LANE/GROUNDS MAINT	306.00
			BULL BRANCH/GROUNDS MAINT	306.00
			ROTARY FIELD/GROUNDS MAINT	306.00
			ROBINSON PARK/GROUNDS MAIN	306.00
			TRPSC/GROUNDS MAINTENANCE	2,880.00
		CIT BANK, N.A DBA AVAYA FINANCIAL SERV	TRPSC/PHONE SYSTEM	121.60
			CAMERA SYSTEM	167.58
		R & G WINDOW CLEANING, LLC	DICKEY-GIVENS CLEANING	217.00
		NORTHWEST CASCADE INC DBA HONEY BUCKET	MEM FIELD PORTAPOTTY 9/9-1	<u>145.00</u>
			TOTAL:	50,984.83
INTERNAL SERVICES/BLDG GENERAL FUND		AMAZON.COM SALES, INC DBA: AMAZON.COM	MICROFIBER CLOTH 50 PACK	25.96
		CL&MA JANITORIAL SERVICES LLC	JANITORIAL SERVICES SEPT 2	1,890.00
		GULF COAST PAPER CO. INC.	ROLL TISSUE & LINERS	132.19
		HOME DEPOT CREDIT SERVICES	PD DISPATCH/SUPPLIES & FAN	121.91
		KOETTER FIRE PROTECTION OF AUSTIN, LLC	LIBRARY SEMI ANNUAL INSPE	1,050.00
		MATERA PAPER CO INC	CITY HALL/PAPER TOWELS CRE	98.04-
			BLEACH	58.28
			JUMBO MINI TOILET PAPER	161.91
		MOSS & MOSS INC. #6000	AIRPORT/THREADED CAP	0.89
			AIRPORT ENGINEER/CUT KEY	1.99
			KEYS CUT FOR MAINT. OFFICE	3.98
			MOODY - LIGHT BULB	3.14

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			FURNACE FILTER	11.84
		RELIANT ENERGY SOLUTIONS	MONTHLY ELECTRIC BILL	1,886.74
		TAYLOR SPORTING GOODS	N. OMAN/LOGO ON TML SHIRT	10.00
		TEXAS MUNICIPAL RETIREMENT SYSTEMS	TAYLOR1246 AUGUST 2022	2,072.08
		ATMOS ENERGY	NATURAL GAS-400 PORTER ST	67.17
		UNUM LIFE INS CO OF AMERI	UNUM AD&D	49.30
		VERIZON WIRELESS	CELL PHONE	105.66
		VIC'S HEAT & AIR	TRPSC/OFFICE BLOWER MOTOR	470.00
		GRENIER SERVICE COMPANY, LLC DBA:	FIRE 1/REPAIR OVERHEAD DOO	395.00
		SPARKLETT'S & SIERRA SPRINGS	COOLER RENTAL	10.50
		ALL STARR TERMITE & PEST CONTROL DBA:	AUGUST 2022 PEST CONTROL	1,079.00
		CINTAS CORPORATION #86	ST,GR/MATS	14.72
			ST,GR/MATS	13.02
			FIRE #1 MATS	6.63
			MUNICIPAL COURT MATS	10.06
			LIBRARY MATS	9.88
			CITY HALL MATS	32.28
			FIRE #2 MATS	5.00
			ST,GR/MATS	13.02
			CITY HALL/MATS	32.28
			FIRE #1 MATS	6.63
			FIRE #2 MATS	5.00
			ST,GR/MATS	13.02
		WASTEWATER TRANSPORT SERVICES LLC	FIRE #1 SUMP DISPOSAL	3,190.90
		CHIRP SECURITY & AUDIO, LLC	CH/REPLACE RECEIVER & REMO	472.76
		SHARCO TECHNOLOGIES, INC.	PD/RUN PHONE LINE TO LOBBY	420.00
			CH UPGRADE 6 DEVICES/CAMER	455.00
		CIT BANK, N.A DBA AVAYA FINANCIAL SERV	CAMERA SYSTEM	167.58
		R & G WINDOW CLEANING, LLC	CITY HALL WINDOW CLEANING	71.25
			POLICE DEPT WINDOW CLEANIN	225.00
			LIBRARY WINDOW CLEANING	<u>522.50</u>
			TOTAL:	15,196.03
INTERNAL SVC/ I T DEPT GENERAL FUND		TIME WARNER CABLE DBA SPECTRUM	CABLE	73.45
		CIT BANK, N.A DBA AVAYA FINANCIAL SERV	PHONE LEASE	<u>2,500.37</u>
			TOTAL:	2,573.82
NON-DEPARTMENTAL	GENERAL FUND	HALFF ASSOCIATES, INC.	DRAINAGE MASTER PLAN	12,997.25
		LANGFORD COMMUNITY MANAGEMENT SERVICES	ST DAVID'S FOUNDATION APP	4,000.00
		WASTEWATER TRANSPORT SERVICES LLC	FIRE #1 SUMP DISPOSAL	<u>25.00</u>
			TOTAL:	17,022.25
HOTEL/MOTEL TAX	HOTEL/MOTEL FUND	ARSENAL ADVERTISING LLC DBA: ARSENAL	TAYLOR MADE ADS AUGUST 202	<u>1,988.01</u>
			TOTAL:	1,988.01
CONTRIBUTE CIVIC PROGR MAIN STREET REVENU		4IMPRINT, INC	FARMER'S MARKET TOTE BAGS	786.41
		DENENA, CORY B	9.10.2022 FARMERS MARKET M	75.00
		PNC BANK NATIONAL ASSOCIATION	THE WEBSTAIRANT STORE CRED	10.50-
		PITTMAN, COURTNEY DBA: WESTERN DARLIN,	SIGN GRANT 6.14.2022	425.00
		DEVFOUNDRIES, LLC	8.27.2022 FARMERS MARKET M	75.00
			9.24.2022 FARMERS MARKET M	75.00
		CWMRY BOYD II LLC	HAYLEY'S GRAINS (10 OF 12)	205.11
		HILE, ED	CHERRY TREE HOME&GIFTS(100	<u>519.90</u>
			TOTAL:	2,150.92
HOME PROGRAM-TDHCA	GENERAL CAPITAL IM	LANGFORD COMMUNITY MANAGEMENT SERVICES	1006 W 2ND ST SOFT COST	12,000.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			1006 W 2ND ST RECORDING FE	43.26
			514 BURKETT SOFT COST	12,000.00
			514 BURKETT RECORDING FEES	<u>43.26</u>
			TOTAL:	24,086.52
MURPHY PARK IMPROVEMEN	GENERAL CAPITAL IM	SEC PLANNING, LLC	PERCUSSION PARK: 190051.01	683.50
		LANDART AMERICA LLC	PERCUSSION PARK	<u>16,592.47</u>
			TOTAL:	17,275.97
NON-DEPARTMENTAL	ROADWAY IMPACT FEE DFH WILDWOOD LLC DBA: DREAM FINDERS HO		DUPLICATE PERMIT# 2022-112	<u>318.00</u>
			TOTAL:	318.00
ROADWAY IMPACT FEES	ROADWAY IMPACT FEE LEONARD, JENNY REBECCA DBA: LIONHEART		IMPACT FEE/COMP PLAN/TRAN	<u>1,887.34</u>
			TOTAL:	1,887.34
TRANSPORTATION	TRANSPORTATION FUN	BRAUNTEX MATERIALS, INC.	250 TONS HMCL TYPE D	23,625.55
		CRAFCO, INC.	CRACK SEAL	<u>6,971.50</u>
			TOTAL:	30,597.05
MUNICIPAL DRAINAGE	MUNICIPAL DRAINAGE	QUIKRETE HOLDINGS, INC.	STURGIS ST/PIPE	<u>857.39</u>
			TOTAL:	857.39
NON-DEPARTMENTAL	SANITATION FUND	TEXAS COMPTROLLER OF PUBLIC ACCOUNTS	SALES&USE TAX ENDING 8/31/	<u>8,695.25</u>
			TOTAL:	8,695.25
NON-DEPARTMENTAL	PUBLIC UTILITIES F	AFLAC	AFLAC SEPT 2022 INVOICE	218.48
		DFH WILDWOOD LLC DBA: DREAM FINDERS HO	DUPLICATE PERMIT# 2022-112	290.00
		NATIONWIDE RETIREMENT SOLUTIONS	457B DEF COMP PLAN	60.00
			457B DEF COMP PLAN	60.00
		TEXAS MUNICIPAL RETIREMENT SYSTEMS	TAYLOR1246 AUGUST 2022	6,947.18
		UNUM LIFE INS CO OF AMERI	UNUM LIFE INS. PAYABLE	85.63
		ICMA-RC PLAN SPONSOR SERVICES	ICMA CONTRIBUTORY	25.00
			ICMA CONTRIBUTORY	<u>25.00</u>
			TOTAL:	7,711.29
UTILITIES ADMINISTRATI	PUBLIC UTILITIES F	BRINKS, INC.	BRINKS SEPTEMBER 2022	928.81
		TYLER TECHNOLOGIES, INC	WEBSITE MAINTENANCE	50.00
			UTILITY BILLING ONLINE	220.00
		ODP BUSINESS SOLUTIONS, LLC	AIR FRESHENERS	38.99
			COPY PAPER	21.53
		TEXAS MUNICIPAL RETIREMENT SYSTEMS	TAYLOR1246 AUGUST 2022	2,159.41
		UNUM LIFE INS CO OF AMERI	UNUM AD&D	56.84
			ADD BRITTNEY CRAWFORD	8.06
			ADJ DONNA FIELDS	1.44
			ADJ JANET FLORES	1.42
			TERM MELISSA HILL	16.12-
			TERM MELISSA HILL	52.28-
		VERIZON WIRELESS	CELL PHONE	118.75
			AIRCARD	113.97
		ON TECH, LLC DBA: IT VOICE	N. LUNA/UPGRADE RAM TO 36G	<u>225.00</u>
			TOTAL:	3,875.82
WASTEWATER TREATMENT	PUBLIC UTILITIES F	PROGRESSIVE WASTE SOLUTIONS DBA WC OF	(10) 20 YD SLUDGE	4,850.50
		TRAC-N-TROL, INC.	SCADA COMMUNICATION FAIL	447.10
			SCADA/INSTALL SWITCH	595.90
		L AND O SERVICES, LLC DBA: PAUL'S POOL	LEAF SKIMMER	65.98

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		RELIANT ENERGY SOLUTIONS	MONTHLY ELECTRIC BILL	14,036.75
		RISE SKYBEAM/JAB BROADBAND INC.	WWTP INTERNET	127.78
		TEXAS MUNICIPAL RETIREMENT SYSTEMS	TAYLOR1246 AUGUST 2022	2,721.62
		UNUM LIFE INS CO OF AMERI	UNUM AD&D	56.90
		VERIZON WIRELESS	CELL PHONE	131.84
		WAL-MART COMMUNITY/GEMB	WATER	124.05
			WATER	13.96
		USA BLUEBOOK; INC. DBA	ISPROBANOL	80.95
			PETRI DISH; COLIBLUE BROTH	864.40
		WASTEWATER TRANSPORT SERVICES LLC	WINDY RIDGE LIFT STATION	<u>2,668.08</u>
			TOTAL:	26,785.81
DISTRIBUTION/COLLECTIO	PUBLIC UTILITIES F	CITY OF ROUND ROCK	AUGUST 2022 BAC'TS	500.00
		CORE & MAIN LP	20 5/8" REGISTERS	975.00
		MOSS & MOSS INC. #3000	CLAMPS	11.68
			COUPLING	8.53
		POPE MATERIALS INC	3/8" CRUSHED STONE FREIGHT	524.33
		RELIANT ENERGY SOLUTIONS	MONTHLY ELECTRIC BILL	4,469.85
		STENCE ELECTRIC	FORD - REPLACED LED FIXTUR	320.00
		TEXAS MUNICIPAL RETIREMENT SYSTEMS	TAYLOR1246 AUGUST 2022	7,940.97
		TECHLINE PIPE, L.P	6" CLAMPS	380.22
		ATMOS ENERGY	NATURAL GAS-1200 N MAIN ST	179.02
		UNUM LIFE INS CO OF AMERI	UNUM AD&D	161.21
			ADD ADRIAN MATA - 2 MOS	18.02
		VERIZON WIRELESS	CELL PHONE	410.29
			IPADS	60.99
		WAL-MART COMMUNITY/GEMB	BULBS	19.97
		MCCOY'S BUILDING SUPPLY	TEES	38.19
		HAYDAY, INC DBA: CTWP	UTILITY MAINT COPIER AGREE	239.99
		CINTAS CORPORATION #86	UNIFORM RENTAL - UTILITY M	240.10
			UNIFORM RENTAL - UTILITY M	233.60
			UNIFORM RENTAL-UTILITY MAI	233.60
			UNIFORM RENTAL-UTILITY MAI	233.60
		TRI-POINT REFRIGERATION, INC.	1201 N MAIN/ICE MACHINE RE	<u>625.54</u>
			TOTAL:	17,824.70
UTILITIES NONDEPARTMEN	PUBLIC UTILITIES F	BRAZOS RIVER AUTHORITY	EWC WTP/O&M 5485	225,159.38
		RUSSELL RODRIGUEZ HYDE BULLOCK LLP	CCN MATTERS	987.50
			CCN MATTERS	1,737.50
		WASTEWATER TRANSPORT SERVICES LLC	WINDY RIDGE LIFT STATION	25.00
		RAILROAD COMMISSION OF TEXAS	DOCKET # 076363	<u>2,000.00</u>
			TOTAL:	229,909.38
NON-DEPARTMENTAL	UTILITY IMPACT FEE	DFH WILDWOOD LLC DBA: DREAM FINDERS HO	DUPLICATE PERMIT# 2022-112	1,770.00
			DUPLICATE PERMIT# 2022-112	<u>1,230.00</u>
			TOTAL:	3,000.00
NON-DEPARTMENTAL	AIRPORT FUND	TEXAS MUNICIPAL RETIREMENT SYSTEMS	TAYLOR1246 AUGUST 2022	408.51
		WEX HEALTH, INC. DBA: WEX	38705 FSA	0.04
			38705 FSA	<u>0.04</u>
			TOTAL:	408.59
AIRPORT OPERATIONS DEP	AIRPORT FUND	MOSS & MOSS INC. #6000	AIRPORT REPAIRS/PADLOCK	17.99
		NANCY RUTH BARRON	AIRPORT REKEY C3 & E2	180.00
		RELIANT ENERGY SOLUTIONS	MONTHLY ELECTRIC BILL	639.82
		RISE SKYBEAM/JAB BROADBAND INC.	AIRPORT INTERNET	127.78

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		TEXAS MUNICIPAL RETIREMENT SYSTEMS	TAYLOR1246 AUGUST 2022	754.00
		UNUM LIFE INS CO OF AMERI	UNUM AD&D	13.75
		VERIZON WIRELESS	CELL PHONE	35.22
		ERIC DONNELL JACKSON	REKEY HANGAR AT 209 AIRPOR	<u>251.50</u>
			TOTAL:	2,020.06
NON-DEPARTMENTAL	CEMETERY OPERATING	TEXAS MUNICIPAL RETIREMENT SYSTEMS	TAYLOR1246 AUGUST 2022	<u>513.66</u>
			TOTAL:	513.66
CEMETERY OPERATING DEP	CEMETERY OPERATING	AMAZON.COM SALES, INC DBA: AMAZON.COM	CEMETERY/PRINTER INK	69.99
		RELIANT ENERGY SOLUTIONS	MONTHLY ELECTRIC BILL	76.75
		TEXAS MUNICIPAL RETIREMENT SYSTEMS	TAYLOR1246 AUGUST 2022	948.08
		UNUM LIFE INS CO OF AMERI	UNUM AD&D	21.80
		VERIZON WIRELESS	CELL PHONE	98.30
			AIRCARD	37.99
		KNIPPA, DANIEL	CEM/(6) REG 8/15-31/2022	3,900.00
			CEM/(4) REG 9/1-14/2022	<u>2,600.00</u>
			TOTAL:	7,752.91
NON-DEPARTMENTAL	FLEET SERVICES OPE	AFLAC	AFLAC SEPT 2022 INVOICE	152.07
		NATIONWIDE RETIREMENT SOLUTIONS	457B DEF COMP PLAN	35.00
			457B DEF COMP PLAN	35.00
		PRE-PAID LEGAL SERVICES, INC. DBA LEGA	PRE-PAID LEGAL SEPT.2022	33.90
		TEXAS MUNICIPAL RETIREMENT SYSTEMS	TAYLOR1246 AUGUST 2022	697.54
		UNUM LIFE INS CO OF AMERI	UNUM LIFE INS. PAYABLE	<u>56.45</u>
			TOTAL:	1,009.96
FLEET SERVICES SECTION	FLEET SERVICES OPE	ARNOLD OIL COMPANY OF AUSTIN, LP DBA A	516 CONNECTOR, CNTROLR & L	150.62
			4 CYCLE GASOLINE (5 GAL)	90.00
			#346 FILTER & OIL	71.47
			WATER DEPT/BRUSH GREASE GU	42.56
			#125 LIGHT KIT	51.02
			#574 HALOGEN BULB	9.89
			FLEET/WINDSHIELD WASH FLUI	25.32
			S1 IGNITION COIL & SPARK P	409.20
			#533 DEF OIL	14.99
			T1 RTV SILICONE & GEAR OIL	14.02
			WATER DEPT HI TEMP GREASE	44.30
			WATER DEPT GLC10 GREASE	93.68
			STREET DEPT/4 CYCLE OIL	90.00
			#100 WW FLUID	4.22
			#250 WW FLUID	4.22
			WATER DEPT GREASE GUN	135.51
			#66 BATTERY	130.55
			#341 OIL & FILTER	71.47
			#569 TURN SIGNAL ASSY	8.09
			E11 FUEL HOSE	110.75
			FIRE STA 1 PREMIX FUEL	90.00
			E11 STD HOSE CLAMP	6.00
			WWTP V-BELT	10.73
			#515 OUTSIDE MIRROR	15.21
		COUFAL-PRATER EQUIP LLC DBA UNITED AG	AIRPORT TURF GARD OIL	11.62
		COVERT COUNTRY OF HUTTO	B2 - MOULDIN	101.34
		HENNA CHEVROLET INC	#306 BRAKE PADS & ROTORS	689.85
			#346 BRAKE PADS & ROTORS	877.23
			#106 SENSOR	266.92

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			#100 BLADES	65.93
			#270 BLADES	62.20
			#108 BLADES	26.44
			#106 BLADES	26.44
			#106 BLOCK	44.39
			#506 MOTOR KIT & RESISTOR	250.62
			#342 STARTER	202.33
			#506 AIR FILTERS	53.04
		O'REILLY AUTOMOTIVE, INC.	S1 PCV ELBOW	6.11
			E11 HOSE CLAMP & ANTIFREE	66.98
		INTERSTATE BATT. N AUSTIN	#308 BATTERY	124.83
			#342 BATTERY	150.32
			#624 BATTERY	150.32
			#627 BATTERY	150.32
			#516 BATTERY	142.59
			#330 BATTERY	137.37
			#331 BATTERY	137.37
		MOSS & MOSS INC. #8000	SHOP/AAA BATTERIES	6.29
			SHOP/SOAP	4.49
		SAFETY-KLEEN SYSTEMS, INC	SOLVENT	233.49
		EWALD KUBOTA INC	#731 SWITCH	12.46
			#731 WHEEL GAUGES	41.68
		TEXAS MUNICIPAL RETIREMENT SYSTEMS	TAYLOR1246 AUGUST 2022	1,287.45
		UNUM LIFE INS CO OF AMERI	UNUM AD&D	29.86
		VERIZON WIRELESS	CELL PHONE	133.52
			MIFI	37.99
		CINTAS CORPORATION #86	FLEET/UNIFORM RENTAL	18.46
			FLEET/UNIFORM RENTAL	12.51
			FLEET/UNIFORM RENTAL	12.51
			FLEET/UNIFORM RENTAL	12.51
		INLAND TRUCK PARTS COMPANY	T1 HUB CAP	42.02
		SIDDONS MARTIN EMERGENCY GROUP LLC	Q1/T1 AERIAL TESTING	1,400.00
			Q1/T1 AERIAL TESTING	1,400.00
			E11 - TRACK WINDOW SUPPORT	41.92
			T1 - 5" 6 HOLE GASKET	5.51
		FLEETCOR TECHNOLOGIES, INC.LLC DBA FUE	FUEL	9,292.52
			FUEL	11,930.03
		SOUTHERN TIRE MART	#570 TIRES (2)	221.60
		T&W TIRE LLC	#306 TIRES (4)	576.32
			E11 TIRES (4)	359.95
			E11 TIRE (1)	<u>92.95</u>
			TOTAL:	32,644.42
FLEET REPLACEMENT	FLEET REPLACEMENT	JOHN DEERE FINANCIAL F.S.B.DBA DEERE C	PAY #59 WDL SWPR	967.80
			PAY #59 WDL SWPR	7.28
			(2) GATOR LEASES	542.28
		WELLS FARGO FINANCIAL LEASING	PAY #57 CONTRACT 603017497	943.46
			PAY #57 CONTRACT 603017497	10.26
			KUBOTA D902 TRACTOR LEASE	<u>1,615.71</u>
			TOTAL:	4,086.79
TAX SUPPORTED	2022 BOND	TAYLOR INDEPENDENT SCHOOL DISTRICT	DONNA CHANNEL PROJECT LAND	<u>10,000.00</u>
			TOTAL:	10,000.00
UTILITY	2022 BOND	CSA CONSTRUCTION, INC.	MUSTANG CREEK WWTP	<u>141,020.57</u>
			TOTAL:	141,020.57

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
UTILITY INFRASTRUCTUR	SAMSUNG INFRASTRUC	CSA CONSTRUCTION, INC.	NORTH PUMP STA. IMPROV	70,053.00
		ROSS MOLINA OLIVEROS, P.C.	SAS EMINENT DOMAIN&REAL ES	<u>6,270.60</u>
			TOTAL:	76,323.60
DEVELOPMENT SERVS	SAMSUNG DRRA ESCRO	LLOYD GOSSELINK ROCHELLE & TOWNSEND, P	SIENERGY FRANCHISE AGREEME	621.00
		VERIZON WIRELESS	CELL PHONE	<u>48.31</u>
			TOTAL:	669.31
NON-DEPARTMENTAL	POOLED CASH	PNC BANK NATIONAL ASSOCIATION	8/1/2022-8/31/2022 TRANSAC	<u>22,046.36</u>
			TOTAL:	22,046.36

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

100	GENERAL FUND	351,826.49
120	HOTEL/MOTEL FUND	1,988.01
123	MAIN STREET REVENUE FUND	2,150.92
162	GENERAL CAPITAL IMPROVEME	41,362.49
200	ROADWAY IMPACT FEE FUND	2,205.34
210	TRANSPORTATION FUND	30,597.05
300	MUNICIPAL DRAINAGE UTILIT	857.39
320	SANITATION FUND	8,695.25
340	PUBLIC UTILITIES FUND	286,107.00
345	UTILITY IMPACT FEE FUND	3,000.00
350	AIRPORT FUND	2,428.65
370	CEMETERY OPERATING FUND	8,266.57
382	FLEET SERVICES OPERATING	33,654.38
384	FLEET REPLACEMENT FUND	4,086.79
500	2022 BOND	151,020.57
501	SAMSUNG INFRASTRUCTURE	76,323.60
502	SAMSUNG DRRA ESCROW	669.31
950	POOLED CASH	22,046.36

GRAND TOTAL: 1,027,286.17

Attachment D

Balance Sheets by Funds

General Fund
Tax Increment Financing Fund
Hotel Occupancy Tax Fund
Main Street Fund
Municipal Court Special Fee Fund
Library Grant/Donations Fund
Roadway Impact Fee Fund
Transportation User Fee Fund
Municipal Drainage Utility System Fund
Sanitation Fund
Public Utilities Fund
Utility Impact Fee Fund
Airport Fund
Cemetery Fund
Fleet Services Operating Fund
Fleet Replacement Fund

100-GENERAL FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
=====		
100-100-100	PETTY CASH	1,050.00
100-100-102	CLAIM ON POOLED CASH	(5,819,280.55)
100-100-103	SECURITY INVESTMENTS	8,394,191.99
100-100-104	SAFEKEEPING CHECKING ACCT	980,502.42
100-100-105	MONEY MARKET @CNB #4260618	12,233.24
100-100-106	VALERO DONATION FUNDS TEXPOOL	0.00
100-100-107	GEN OPERATING TXCLASS 0008	3,339,182.52
100-100-108	NED TRUST(MOODY)TEXSTAR	202,054.84
100-100-109	PRINCOR GEN FUND 6FR-139362	0.00
100-100-110	TEXPOOL 2465300006 POOLED CASH	1,536,732.98
100-100-113	TEXPOOL 2465300015 N MOODY	21,490.44
100-120-100	PROPERTY TAXES RECEIVABLE	192,708.17
100-120-103	MISC. ACCOUNTS RECEIVABLE	22,266.30
100-120-110	ALLOWANCE UNCOLLECTED TAXES	0.00
100-120-120	SALES TAXES RECEIVABLE	788,064.95
100-120-130	ACCTS RECEIVABLE GARBAGE	0.00
100-120-131	ALLOWANCE - GARBAGE	0.00
100-120-140	GRANTS RECEIVABLE	146,977.66
100-120-141	FRANCHISE TAX RECEIVABLE	23,646.89
100-120-240	DUE FROM TAXES	0.00
100-120-250	DUE FROM FUND 350 FOR LOAN	0.00
100-120-251	DUE FROM FUND 350	0.00
100-120-252	DUE FROM CIP FUND	5,325.00
100-120-255	DUE FROM OTHER FUNDS	162,531.92
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	(1,293,200.83)
100-170-101	PRIOR YR RES FOR ENCUMBRANCE	558,427.50
100-170-103	PRE-PAY HEALTH INSURANCE	0.00
100-180-101	DUE FROM SOURCES-GRANT REVENUE	0.00
100-190-102	DEFERRED CHGS-BOND ISSUE COST	<u>0.00</u>
		<u>9,274,905.44</u>
TOTAL ASSETS		9,274,905.44
		=====

LIABILITIES		
=====		
100-200-100	ACCRUED PAYBLES	0.00
100-200-110	ENCUMBERED PAYABLE GEN.	(1,293,200.83)
100-200-111	PRIOR YEAR ENCUMBRANCE	558,427.50
100-200-200	FICA & MEDICARE PAYABLE	(130.98)
100-200-201	FEDERAL WITHHOLDING PAYABLE	0.00
100-200-202	TMRS PAYABLE	(139.91)
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
100-200-209	CHILD SUPPORT PAYABLE	0.00
100-200-210	CHILD SUPPORT PAYABLE	(747.71)
100-200-211	GARNISHMENTS PAYABLE	2,427.69

100-GENERAL FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
100-200-212	UNUM LIFE INS PAYABLE	(1,100.11)
100-200-213	DENTAL PAYABLE	(1,657.18)
100-200-214	AFLAC PAYABLE	4,189.61
100-200-215	CLOTHES RENTAL PAYABLE	0.00
100-200-216	CINCINNATI LIFE PAYABLE	5,406.75
100-200-217	GLOBE LIFE PAYABLE	0.00
100-200-218	BLUE CHOICE PAYABLE	27.62
100-200-219	SCOTT & WHITE HEALTH PAYABLE	20,448.75
100-200-220	S&W PAYABLE 2001-2011	(9,793.98)
100-200-221	FLEXIBLE SPENDING (FSA) PAYABL	(2,797.22)
100-200-222	PRE-PAID LEGAL PAYABLE	(3,020.30)
100-200-228	MISC DEDUCTIONS PAYABLE	0.00
100-200-229	MET LIFE DENTAL PAYABLE	(551.91)
100-200-230	UNITED WAY PAYABLE	0.00
100-200-231	MEMBERSHIP/DUES PAYABLE	200.00
100-200-232	COURT BOND REFUND PAYABLE	(709.80)
100-200-233	OTHER A/P PENDING (AUDITOR)	(52,259.66)
100-200-235	VISION PLAN PAYABLE	259.93
100-200-300	RETAINAGE PAYABLE	(4,067.72)
100-200-301	COURT COLLECTIONS	7,622.22
100-200-401	WAGES PAYABLE	0.00
100-200-500	ACCOUNTS PAYABLE PENDING	469,876.25
100-200-502	DUE TO STATE/COURT FEES	22,084.53
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	(648.46)
100-200-507	DUE TO S&W/COBRA FROM OTHERS	(4,761.55)
100-200-508	DUE TO TISD:HOUSING AUTH PILOT	0.00
100-200-509	DUE TO TMRS FROM TEDC	(3,951.17)
100-210-111	DUE TO I&S (TAX COLLECTIONS)	141,802.54
100-210-191	DUE TO OTHERS FROM EVIDENCE	0.00
100-220-100	TAX DISTRIBUTION	(38,659.27)
100-240-100	DEFERRED TAX REVENUE	192,708.17
100-240-101	UNCLAIMED FUNDS	14,999.34
100-240-102	DEFERRED REV-BOND PREMIUM	0.00
100-240-103	DEFERRED REVENUE	0.00
100-240-104	REFUNDABLE FACILITY DEPOSITS	<u>5,375.00</u>
TOTAL LIABILITIES		<u>29,044.02</u>
EQUITY		
=====		
100-260-110	PREPAYMNT PERMT M2E3LLC 100YRS	2,478.19
100-260-111	RESERVE CHRISTMAS DONATIONS	2,739.83
100-260-113	ESCROW-BONDS POSTED-DEFENDENTS	2,696.45
100-265-100	RESTRICTED PORTION FUND BA	0.00
100-270-100	FUND BALANCE	7,554,682.57
100-280-100	ASSIGNED FUND BALANCE	<u>32,396.29</u>
TOTAL BEGINNING EQUITY		7,594,993.33
TOTAL REVENUE		19,846,441.06
TOTAL EXPENSES		<u>18,195,572.97</u>
TOTAL INCREASE/(DECREASE) IN FUND BAL.		1,650,868.09
TOTAL EQUITY & FUND BALANCE		<u>9,245,861.42</u>
TOTAL LIABILITIES, EQUITY & FUND BALANCE		9,274,905.44
=====		

119-TIF (TAX INCREMENT FUND)

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
119-100-102	CLAIM ON POOLED CASH	29,929.10	
119-100-103	SECURITY INVESTMENTS	0.00	
119-100-104	SAFEKEEPING CHECKING ACCT	0.00	
119-100-115	TEXPOOL 246530004 TIF PROP TAX	238,578.13	
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	<u>0.00</u>	
			<u>268,507.23</u>
TOTAL ASSETS			268,507.23
			=====
LIABILITIES			
=====			
119-200-110	CURRENT YEAR ENCUMBRANCE	0.00	
119-200-111	PRIOR YEAR ENCUMBRANCE	0.00	
119-200-300	RETAINAGE PAYABLE	0.00	
119-200-500	ACCOUNTS PAYABLE PENDING	<u>0.00</u>	
	TOTAL LIABILITIES		<u>0.00</u>
EQUITY			
=====			
119-270-100	FUND BALANCE	<u>231,923.99</u>	
	TOTAL BEGINNING EQUITY	231,923.99	
TOTAL REVENUE		419,615.24	
TOTAL EXPENSES		<u>383,032.00</u>	
	TOTAL INCREASE/(DECREASE) IN FUND BAL.	36,583.24	
TOTAL EQUITY & FUND BALANCE			<u>268,507.23</u>
TOTAL LIABILITIES, EQUITY & FUND BALANCE			268,507.23
			=====

120-HOTEL/MOTEL FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
120-100-102	CLAIM ON POOLED CASH	123,124.90	
120-120-103	MISC ACCOUNTS RECEIVABLE	0.00	
120-170-100	CURRENT YR RES FOR ENCUMBRANCE	0.00	
120-170-101	PRIOR YR RES FOR ENCUMBRANCE	<u>0.00</u>	
			<u>123,124.90</u>
TOTAL ASSETS			123,124.90
			=====
LIABILITIES			
=====			
120-200-110	CURRENT YEAR ENCUMBRANCE	0.00	
120-200-111	PRIOR YEAR ENCUMBRANCE	0.00	
120-200-500	ACCOUNTS PAYABLE PENDING	1,968.89	
120-200-505	DUE TO SAYDA 380 AGREEMENT	<u>0.00</u>	
TOTAL LIABILITIES			<u>1,968.89</u>
EQUITY			
=====			
120-270-100	FUND BALANCE	<u>44,069.83</u>	
TOTAL BEGINNING EQUITY		44,069.83	
TOTAL REVENUE		296,002.23	
TOTAL EXPENSES		<u>218,916.05</u>	
TOTAL INCREASE/(DECREASE) IN FUND BAL.		77,086.18	
TOTAL EQUITY & FUND BALANCE			<u>121,156.01</u>
TOTAL LIABILITIES, EQUITY & FUND BALANCE			123,124.90
			=====

123-MAIN STREET REVENUE FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
123-100-102	CLAIM ON POOLED CASH	116,691.98	
123-120-103	MISC ACCOUNTS RECEIVABLES	0.00	
123-170-100	CURRENT YR RES FOR ENCUMBRANCE	(11,910.00)	
123-170-101	PRIOR YR RES FOR ENCUMBRANCE	<u>11,910.00</u>	
			<u>116,691.98</u>
TOTAL ASSETS			116,691.98
			=====
LIABILITIES			
=====			
123-200-110	CURRENT YEAR ENCUMBRANCE	(11,910.00)	
123-200-111	PRIOR YEAR ENCUMBRANCE	11,910.00	
123-200-500	ACCOUNTS PAYABLE PENDING	(138.23)	
123-240-100	PRE-REGISTER FESTIVAL/CARSHOW	<u>10,665.00</u>	
TOTAL LIABILITIES			<u>10,526.77</u>
EQUITY			
=====			
123-270-100	FUND BALANCE	<u>89,736.18</u>	
TOTAL BEGINNING EQUITY		89,736.18	
TOTAL REVENUE		104,922.00	
TOTAL EXPENSES		<u>88,492.97</u>	
TOTAL INCREASE/(DECREASE) IN FUND BAL.		16,429.03	
TOTAL EQUITY & FUND BALANCE			<u>106,165.21</u>
TOTAL LIABILITIES, EQUITY & FUND BALANCE			116,691.98
			=====

125-MUNICIPAL CRT SPECIAL FEE

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
125-100-102	CLAIM ON POOLED CASH	98,965.05	
125-170-100	CURRENT YR RES FOR ENCUMBRANCE	(16,595.00)	
125-170-101	PRIOR YR RES FOR ENCUMBRANCE	<u>16,595.00</u>	
			<u>98,965.05</u>
TOTAL ASSETS			98,965.05
			=====
LIABILITIES			
=====			
125-200-110	CURRENT YEAR ENCUMBRANCE	(16,595.00)	
125-200-111	PRIOR YEAR ENCUMBRANCE	16,595.00	
125-200-500	ACCOUNTS PAYABLE PENDING	<u>0.00</u>	
	TOTAL LIABILITIES		<u>0.00</u>
EQUITY			
=====			
125-270-100	FUND BALANCE	<u>90,583.15</u>	
	TOTAL BEGINNING EQUITY	90,583.15	
TOTAL REVENUE		12,657.05	
TOTAL EXPENSES		<u>4,275.15</u>	
	TOTAL INCREASE/(DECREASE) IN FUND BAL.	8,381.90	
TOTAL EQUITY & FUND BALANCE			<u>98,965.05</u>
TOTAL LIABILITIES, EQUITY & FUND BALANCE			98,965.05
			=====

129-LIBRARY GRANT/DONATION

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
129-100-102	CLAIM ON POOLED CASH	45,395.39	
129-100-103	TEXSTAR: NOBLE TRUST - 3444	930.86	
129-100-108	NED TRUST (LIBRARY) TEXSTAR	283,851.93	
129-120-103	MISC ACCTS RECEIVABLE	0.00	
129-170-100	CURRENT YR RES FOR ENCUMBRANCE	(1,436.37)	
129-170-101	PRIOR YR RES FOR ENCUMBRANCE	<u>1,436.37</u>	
			<u>330,178.18</u>
TOTAL ASSETS			330,178.18
			=====
LIABILITIES			
=====			
129-200-110	CURRENT YEAR ENCUMBRANCE	(1,436.37)	
129-200-111	PRIOR YEAR ENCUMBRANCE	1,436.37	
129-200-233	OTHER A/P PENDING (AUDITOR)	(10,945.00)	
129-200-500	ACCOUNTS PAYABLE PENDING	<u>10,945.00</u>	
	TOTAL LIABILITIES		<u>0.00</u>
EQUITY			
=====			
129-270-100	FUND BALANCE	<u>324,276.31</u>	
	TOTAL BEGINNING EQUITY	324,276.31	
TOTAL REVENUE		6,001.54	
TOTAL EXPENSES		<u>99.67</u>	
	TOTAL INCREASE/(DECREASE) IN FUND BAL.	5,901.87	
TOTAL EQUITY & FUND BALANCE			<u>330,178.18</u>
TOTAL LIABILITIES, EQUITY & FUND BALANCE			330,178.18
			=====

200-ROADWAY IMPACT FEE FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
200-100-102	CLAIM ON POOLED CASH	498,790.61	
200-170-100	CURRENT YR RES FOR ENCUMBRANCE	(109,463.54)	
200-170-101	PRIOR YR RES FOR ENCUMBRANCE	<u>77,465.00</u>	
			<u>466,792.07</u>
TOTAL ASSETS			466,792.07
			=====
LIABILITIES			
=====			
200-200-110	CURRENT YR ENCUMBRANCES	(109,463.54)	
200-200-111	PRIOR YR ENCUMBRANCES	77,465.00	
200-200-500	ACCOUNTS PAYABLE PENDING	<u>0.00</u>	
	TOTAL LIABILITIES		(<u>31,998.54</u>)
EQUITY			
=====			
200-270-100	FUND BALANCE	<u>391,048.39</u>	
	TOTAL BEGINNING EQUITY	391,048.39	
TOTAL REVENUE		123,085.08	
TOTAL EXPENSES		<u>15,342.86</u>	
TOTAL INCREASE/(DECREASE) IN FUND BAL.		107,742.22	
TOTAL EQUITY & FUND BALANCE			<u>498,790.61</u>
TOTAL LIABILITIES, EQUITY & FUND BALANCE			466,792.07
			=====

210-TRANSPORTATION FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
210-100-101	2019 CO BOND FUNDS TEXSTAR	0.00	
210-100-102	CLAIM ON POOLED CASH	1,434,165.15	
210-100-103	SECURITY INVESTMENTS	0.00	
210-100-104	SAFEKEEPING CHECKING ACCT	0.00	
210-120-130	ACCTS RECEIVABLE TRANSPORTATIO	44,751.80	
210-120-131	ALLOWANCE-TRANSPORTATION	(16,792.72)	
210-170-100	CURRENT YR RES FOR ENCUMBRANCE	(6,676.71)	
210-170-101	PRIOR YR RES FOR ENCUMBRANCE	<u>6,676.71</u>	
			<u>1,462,124.23</u>
TOTAL ASSETS			1,462,124.23
			=====
LIABILITIES			
=====			
210-200-100	ACCRUED PAYABLES	0.00	
210-200-110	CURRENT YR ENCUMBRANCES	(6,676.71)	
210-200-111	PRIOR YR ENCUMBRANCES	6,676.71	
210-200-500	ACCOUNTS PAYABLE PENDING	24,995.60	
210-240-101	UNCLAIMED FUNDS	<u>0.00</u>	
	TOTAL LIABILITIES		<u>24,995.60</u>
EQUITY			
=====			
210-270-100	FUND BALANCE	<u>1,411,137.82</u>	
	TOTAL BEGINNING EQUITY	1,411,137.82	
TOTAL REVENUE		782,721.97	
TOTAL EXPENSES		<u>756,731.16</u>	
TOTAL INCREASE/(DECREASE) IN FUND BAL.		25,990.81	
TOTAL EQUITY & FUND BALANCE			<u>1,437,128.63</u>
TOTAL LIABILITIES, EQUITY & FUND BALANCE			1,462,124.23
			=====

300-MUNICIPAL DRAINAGE UTILIT

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
300-100-102	CLAIM ON POOLED CASH	236,723.02	
300-120-100	DRAINAGE RECEIVABLE	29,710.00	
300-120-130	ALLOWANCE FOR DOUBTFUL ACCTS	(15,047.88)	
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	<u>0.00</u>	
			<u>251,385.14</u>
TOTAL ASSETS			251,385.14
			=====
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	<u>952.00</u>	
	TOTAL LIABILITIES		<u>952.00</u>
EQUITY			
=====			
300-250-100	CONTRIBUTED CAPITAL-DRAINAGE	0.00	
300-270-100	FUND BALANCE	<u>257,824.07</u>	
	TOTAL BEGINNING EQUITY	257,824.07	
TOTAL REVENUE		482,160.81	
TOTAL EXPENSES		<u>489,551.74</u>	
TOTAL INCREASE/(DECREASE) IN FUND BAL.		(7,390.93)	
TOTAL EQUITY & FUND BALANCE			<u>250,433.14</u>
TOTAL LIABILITIES, EQUITY & FUND BALANCE			251,385.14
			=====

320-SANITATION FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
320-100-102	CLAIM ON POOLED CASH	420,318.05	
320-120-103	MISC ACCOUNTS RECEIVABLE	(15,239.83)	
320-120-130	ACCTS RECEIVABLE GARBAGE	92,169.44	
320-120-131	ALLOWANCE-GARBAGE	(10,592.12)	
320-170-100	CURRENT YR RES FOR ENCUMBRANCE	0.00	
320-170-101	PRIOR YR RES FOR ENCUMBRANCE	<u>0.00</u>	
			<u>486,655.54</u>
TOTAL ASSETS			486,655.54
			=====
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	156,957.50	
320-200-503	DUE TO STATE COMPT SALES TAX	45,688.13	
320-240-101	UNCLAIMED FUNDS	<u>0.00</u>	
TOTAL LIABILITIES			<u>202,645.63</u>
EQUITY			
=====			
320-270-100	FUND BALANCE	<u>415,538.62</u>	
TOTAL BEGINNING EQUITY		415,538.62	
TOTAL REVENUE		1,854,893.17	
TOTAL EXPENSES		<u>1,986,421.88</u>	
TOTAL INCREASE/(DECREASE) IN FUND BAL. (			131,528.71)
TOTAL EQUITY & FUND BALANCE			<u>284,009.91</u>
TOTAL LIABILITIES, EQUITY & FUND BALANCE			486,655.54
			=====

340-PUBLIC UTILITIES FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
=====		
340-100-100	PETTY CASH	1,350.00
340-100-101	2019 CO BOND FUNDS TEXSTAR	89,790.68
340-100-102	CLAIM ON POOLED CASH	2,415,159.92
340-100-103	SECURITY INVESTMENTS	0.00
340-100-104	SAFEKEEPING CHECKING ACCT	0.00
340-100-107	TEXPOOL 2465300012 TOWER RENT	201,372.74
340-100-110	TEXPOOL 2465300001 UTILITY FD	50,862.31
340-100-116	UTILITY OPERATING-TXCLASS 0007	1,030,669.09
340-100-118	TEXPOOL RATE STABILIZATION 18	159,495.88
340-100-119	TEXPOOL CAPITAL OUTLAY-ASSETS	314,550.04
340-100-120	TEXPOOL WORKING CAPITAL-CIP	464,892.50
340-100-121	TEXPOOL 2017 WWTP IMPROVMNTS	0.00
340-120-100	ACCOUNTS RECEIVABLE	529,021.73
340-120-101	CURRENT REFUND PAYABLE	16,246.42
340-120-102	UNAPPLIED CREDITS	(69,473.60)
340-120-103	MISC. ACCOUNTS RECEIVABLE	32,977.50
340-120-104	AR - AUDIT ACCRUALS	0.00
340-120-130	ALLOWANCE-ACCTS. RECEIVABLE	(60,629.81)
340-140-100	INVENTORY	99,887.93
340-150-100	BOND ISSUANCE COSTS	0.00
340-150-105	DEFERRED AMT ON REFUNDING	1,826.49
340-160-100	LAND	457,201.00
340-160-200	BUILDINGS	6,363,714.34
340-160-206	FIXED ASSETS: WORK IN PROGRESS	5,021,525.22
340-160-225	PLANT DISTRIBUTION/COLLECTION	49,768,167.71
340-160-235	EQUIPMENT	1,286,648.05
340-170-100	CURRENT YR RES FOR ENCUMBRANCE	(454,391.09)
340-170-101	PRIOR YR RES FOR ENCUMBRANCE	228,478.09
340-170-103	PRE-PAY HEALTH INSURANCE	0.00
340-190-103	ACCUMULATED DEPRECIATION	(26,363,395.26)
		<u>41,585,947.88</u>
TOTAL ASSETS		41,585,947.88
		=====
LIABILITIES		
=====		
340-200-104	ACCRUED INTEREST PAYABLE	112,619.99
340-200-110	CURRENT YEAR ENCUMBRANCES	(454,391.09)
340-200-111	PRIOR YEAR ENCUMBRANCE	228,478.09
340-200-200	FICA AND MEDICARE PAYABLE	(526.13)
340-200-201	FEDERAL WITHHOLDING PAYABLE	(1,073.32)
340-200-202	TMRS PAYABLE	(187.99)
340-200-203	DEFERRED COMP PAYABLE	134.73
340-200-204	DEFERRED CHARGES	0.00
340-200-205	Pension Liability	522,568.72
340-200-208	ACCRUED VACATION	29,840.24
340-200-209	CHILD SUPPORT PAYABLE	0.00
340-200-210	CHILD SUPPORT PAYABLE	0.00
340-200-211	NEW OPED-SDBF LIABILITY	76,594.60

340-PUBLIC UTILITIES FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
340-200-212	UNUM LIFE INS PAYABLE	242.95
340-200-213	DENTAL PAYABLE	163.07
340-200-214	AFLAC PAYABLE	632.29
340-200-215	CLOTHES RENTAL PAYABLE	0.00
340-200-216	CINCINNATI LIFE PAYABLE	390.42
340-200-218	BLUE CHOICE PAYABLE	175.48
340-200-219	SCOTT & WHITE HEALTH PAYABLE (	3,556.97)
340-200-221	FLEXIBLE SPENDING(FSA) PAYABLE	0.00
340-200-222	PRE-PAID LEGAL PAYABLE (	212.30)
340-200-228	MISC. DEDUCTIONS PAYABLE	0.00
340-200-229	MET LIFE DENTAL PAYABLE (	135.78)
340-200-230	UNITED WAY PAYABLE (	1.00)
340-200-233	OTHER A/P PENDING (AUDITOR) (	15,805.47)
340-200-235	VISION PLAN PAYABLE	14.52
340-200-240	BONDS PAYABLE-CURRENT	0.00
340-200-300	RETAINAGE PAYABLE	55,679.00
340-200-401	WAGES PAYABLE	0.00
340-200-500	ACCOUNTS PAYABLE PENDING	109,029.63
340-200-999	UNRECONCILED DIFFERENCES	0.00
340-210-100	UNAMORT. BOND DISCOUNT	0.00
340-210-101	BOND PREMIUMS	1,935,628.48
340-210-102	DEFERRED AMT ON REFUNDING (	454,977.25)
340-210-110	DEFERRED OUTFLOW RESORCES TMRS (	118,189.39)
340-210-111	SDBF-DEF OUTFLOW OF RE CONTR (	1,614.12)
340-210-113	SDBF DEF INFLOW ACT EX VS ASS	7,976.62
340-210-114	SDBF DEF OUTFLOW CHNG ASSUMPT (	14,875.88)
340-210-115	DEFERRED OUTFLOW INVST TMRS	109,181.04
340-210-118	DEFERRED INFLOW-ACTUAL VS ASSM	19,472.60
340-210-119	DEFERRED OUTFLOW-CHNG IN ASSUM (	14,014.74)
340-230-109	CAPITAL LEASE BANC ONE NEMI	0.00
340-230-111	8.745M CO SERIES 2010 (6.11M)	0.00
340-230-114	4.5M CO SERIES 2003 (65%)	0.00
340-230-115	4.2M COMB CO 2006 (4M)	2,940,000.00
340-230-116	10M COMB SERIES 2007 (7M)	4,520,000.00
340-230-117	9.615M COMB SERIES 08 (6.615M)	0.00
340-230-118	8.995 GO REFUNDING 2009	0.00
340-230-119	2.625 GO REF 2010	0.00
340-230-120	5.450M GO REF 2012 (1.460M)	0.00
340-230-121	4.595M 2015 GO REF (1.695M)	1,140,000.00
340-230-122	8.010M 2016 GO REF (5.065M)	5,065,000.00
340-230-123	5.34M COMB SERIES 2017(2.250M)	2,235,000.00
340-230-124	3.02M GO REF 2017 (1.585M)	1,295,000.00
340-230-125	12.590 M 2019 COs (4.425M)	4,260,000.00
340-230-126	4.035M 2021 GO Ref	375,000.00
340-230-127	22.91M 2022 CO (10.575M)	10,575,000.00
340-240-100	METER DEPOSITS	542,408.00
340-240-101	UNCLAIMED FUNDS	5,611.58
340-240-120	ALLOWANCE FOR BAD DEBT	0.00
TOTAL LIABILITIES		<u>35,082,280.62</u>

340-PUBLIC UTILITIES FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
EQUITY		
=====		
340-250-100	CONTRIBUTED CAPITAL-WATER OPER	454,779.30
340-250-101	CONTRIBUTED CAPITAL SEWER OPER	60,475.00
340-270-100	FUND BALANCE	<u>6,001,150.58</u>
	TOTAL BEGINNING EQUITY	6,516,404.88
	TOTAL REVENUE	11,042,818.17
	TOTAL EXPENSES	<u>11,055,555.79</u>
	TOTAL INCREASE/(DECREASE) IN FUND BAL. (	12,737.62)
	TOTAL EQUITY & FUND BALANCE	<u>6,503,667.26</u>
	TOTAL LIABILITIES, EQUITY & FUND BALANCE	41,585,947.88
=====		

345-UTILITY IMPACT FEE FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
345-100-102	CLAIM ON POOLED CASH	2,018,609.49	
345-100-103	SECURITY INVESTMENTS	1,000,000.00	
345-100-104	SAFEKEEPING CHECKING ACCT	0.00	
345-160-206	WORK IN PROGRESS	0.00	
345-160-225	PLANT DISTRIBUTION	104,188.68	
345-170-100	CURRENT YR RES FOR ENCUMBRANCE	(139,045.00)	
345-170-101	PRIOR YR RES FOR ENCUMBRANCE	<u>117,696.00</u>	
			<u>3,101,449.17</u>
TOTAL ASSETS			3,101,449.17
			=====
LIABILITIES			
=====			
345-200-110	CURRENT YEAR ENCUMBRANCE	(139,045.00)	
345-200-111	PRIOR YEAR ENCUMBRANCE	117,696.00	
345-200-233	OTHER A/P PENDING (AUDITOR)	0.00	
345-200-500	ACCOUNTS PAYABLE PENDING	<u>0.00</u>	
	TOTAL LIABILITIES		(<u>21,349.00</u>)
EQUITY			
=====			
345-270-100	FUND BALANCE	<u>2,468,139.25</u>	
	TOTAL BEGINNING EQUITY	2,468,139.25	
TOTAL REVENUE		676,466.33	
TOTAL EXPENSES		<u>21,807.41</u>	
	TOTAL INCREASE/(DECREASE) IN FUND BAL.	654,658.92	
TOTAL EQUITY & FUND BALANCE			<u>3,122,798.17</u>
TOTAL LIABILITIES, EQUITY & FUND BALANCE			3,101,449.17
			=====

350-AIRPORT FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
=====		
350-100-102	CLAIM ON POOLED CASH	126,700.62
350-100-106	TEXPOOL 2017 AIRPORT CONST	944,748.27
350-120-100	AIRPORT RECEIVABLES	7,925.39
350-120-101	REFUND CHECKS PAYABLE	0.00
350-120-103	MISC. ACCOUNTS RECEIVABLE	(9,000.00)
350-120-140	GRANTS RECEIVABLE	0.00
350-120-250	DUE FROM OTHER FUNDS (AUDITOR)	0.00
350-150-100	BOND ISSUANCE COSTS	0.00
350-150-105	DEFERRED AMT ON REFUNDING	962.23
350-160-100	LAND	859,833.00
350-160-200	T-HANGERS (BUILDINGS)	4,344,298.10
350-160-206	FIXED ASSETS:WORK IN PROGRESS	12,880.00
350-160-210	EQUIPMENT	107,159.00
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
350-170-103	PRE-PAY HEALTH INSURANCE	0.00
350-190-103	ACCUMULATED DEPRECIATION	(2,044,935.10)
		<u>6,588,987.47</u>
TOTAL ASSETS		6,588,987.47
=====		

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	19,087.94
350-200-211	NEW OPED-SDBF LIABILITY	2,797.78
350-200-213	DENTAL PAYABLE	42.71
350-200-214	AFLAC PAYABLE	0.00
350-200-219	SCOTT & WHITE PAYABLE	(13.58)
350-200-221	FLEXIBLE SPENDING(FSA) PAYABLE	47.22
350-200-222	PRE-PAID LEGAL	0.00
350-200-228	MISC. DEDUCTIONS PAYABLE	0.00
350-200-233	OTHER A/P PENDING (AUDITOR)	(617.76)
350-200-235	VISION PLAN PAYABLE	4.37
350-200-240	BONDS PAYABLE-CURRENT	0.00
350-200-401	WAGES PAYABLE	0.00
350-200-500	ACCOUNTS PAYABLE PENDING	34,548.04
350-200-501	DUE TO FUND 100 (LOAN ADVANCE)	0.00
350-200-502	DUE TO FUND 100	0.00
350-200-505	DUE TO OTHER FUNDS	0.00
350-200-999	UNRECONCILED DIFFERENCE	(271.67)
350-210-100	UNAMORT. BOND DISCOUNT	1,147.89

350-AIRPORT FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
350-210-101	BOND PREMIUMS	19,363.76
350-210-110	DEFERRED OUTFLOW TMRS CONT	(4,317.12)
350-210-111	SDBF DEF OUTFLOW RE CONTRIB	(58.96)
350-210-113	SDBF DEF INFLOW ACT EXP VS ASS	291.36
350-210-114	SDBF DEF OUTFLOW CHNG ASSUMPT	(543.37)
350-210-115	DEFERRED OUTFLOW INVST TMRS	3,988.07
350-210-118	DEFERRED INFLOW ACT VS ASSMPT	711.28
350-210-119	DEFERRED OUTFLOW CNGS IN ASSUM	(511.92)
350-230-101	LONG TERM DEBT	0.00
350-230-102	BOND PAYABLE-\$290K REF 2010	(15,000.00)
350-230-103	5.34M COMB SERIES 2017(1.445M)	1,350,000.00
350-240-101	ACCRUED INTEREST PAYABLE	<u>6,051.25</u>
TOTAL LIABILITIES		<u>1,416,747.29</u>
EQUITY		
=====		
350-250-100	CONTRIBUTED CAPITAL GRANT	4,274,320.92
350-250-101	CONTRIBUTED CAPITAL CITY	75,265.82
350-280-100	RETAINED EARNINGS	398,184.86
350-281-100	PRIOR PERIOD ADJUSTMENTS	<u>442,482.09</u>
TOTAL BEGINNING EQUITY		5,190,253.69
TOTAL REVENUE		619,034.35
TOTAL EXPENSES		<u>637,047.86</u>
TOTAL INCREASE/(DECREASE) IN FUND BAL.		(18,013.51)
TOTAL EQUITY & FUND BALANCE		<u>5,172,240.18</u>
TOTAL LIABILITIES, EQUITY & FUND BALANCE		6,588,987.47
=====		

370-CEMETERY OPERATING FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
370-100-102	CLAIM ON POOLED CASH	164,140.52	
370-100-103	SECURITY INVESTMENTS	54,000.00	
370-100-104	SAFEKEEPING CHECKING ACCCT	0.00	
370-120-103	MISC ACCOUNTS RECEIVABLES	0.00	
370-160-206	FIXED ASSETS-WORK IN PROGRESS	10,032.80	
370-170-100	CURRENT YR RES FOR ENCUMBRANCE	(13,919.83)	
370-170-101	PRIOR YR RES FOR ENCUMBRANCE	959.83	
370-170-103	PRE-PAY HEALTH INSURANCE	0.00	
370-190-103	ACCUMULATED DEPRECIATION	(3,511.48)	
			<u>211,701.84</u>
TOTAL ASSETS			211,701.84
			=====
LIABILITIES			
=====			
370-200-110	CURRENT YR ENCUMBRANCE	(13,919.83)	
370-200-111	PRIOR YEAR ENCUMBRANCE	959.83	
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	27,917.95	
370-200-211	NEW OPEB-SDBF LIABILITY	4,092.03	
370-200-213	ASSURANT DENTAL PAYABLE	50.91	
370-200-214	AFLAC PAYABLE	0.00	
370-200-219	SCOTT & WHITE HEALTH PAYABLE	283.28	
370-200-221	FLEXIBLE SPENDING(FSA) PAYABLE	0.00	
370-200-222	PRE-PAID LEGAL	0.00	
370-200-228	MISC DEDUCTIONS PAYABLE	0.00	
370-200-233	OTHER A/P PENDING (AUDITOR)	(1,342.29)	
370-200-235	VISION PLAN PAYABLE	4.00	
370-200-401	WAGES PAYABLE	0.00	
370-200-500	ACCOUNTS PAYABLE PENDING	6,175.89	
370-210-100	DUE TO CEMETERY LAND PURCHASE	0.00	
370-210-110	DEFERRED OUTFLOW CONT TMRS	(6,314.20)	
370-210-111	SDBF DEF OUTFLOW RES CONTRIB	(86.23)	
370-210-113	SDBF DEF INFLOW ACT EX VS ASSU	426.15	
370-210-114	SDBF DEF OUTFLOW CHNG ASSUMPT	(794.74)	
370-210-115	DEFERRED OUTFLOW INVST TMRS	5,832.94	
370-210-118	DEFERRED INFLOW ACTUAL VS ASSM	1,040.31	
370-210-119	DEFERRED OUTFLOW-CHG ASSUMP	(748.73)	
	TOTAL LIABILITIES		<u>23,577.27</u>
EQUITY			
=====			
370-270-100	FUND BALANCE	<u>179,380.74</u>	
	TOTAL BEGINNING EQUITY	179,380.74	
TOTAL REVENUE		255,635.89	
TOTAL EXPENSES		<u>246,892.06</u>	
TOTAL INCREASE/(DECREASE) IN FUND BAL.		8,743.83	
TOTAL EQUITY & FUND BALANCE			<u>188,124.57</u>
TOTAL LIABILITIES, EQUITY & FUND BALANCE			211,701.84
			=====

382-FLEET SERVICES OPERATING

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
=====		
382-100-102	CLAIM ON POOLED CASH	(4,501.12)
382-100-104	SAFEKEEPING CHECKING ACCT	0.00
382-120-250	DUE FROM OTHER FUNDS	0.00
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	(74,881.95)
382-170-101	PRIOR YR RES FOR ENCUMBRANCE	74,881.95
382-170-103	PRE-PAY HEALTH INSURANCE	0.00
382-190-103	ACCUMULATED DEPRECIATION	<u>0.00</u>
		(<u>4,501.12</u>)
TOTAL ASSETS		(4,501.12)
		=====
LIABILITIES		
=====		
382-200-110	CURRENT YEAR ENCUMBRANCE	(74,881.95)
382-200-111	PRIOR YEAR ENCUMBRANCE	74,881.95
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	4,944.81
382-200-210	NET PENSION LIABILITY	64,032.96
382-200-211	NEW OPEB-SDBF LIABILITY	9,385.52
382-200-212	UNUM LIFE INSURANCE PAYABLE	(271.46)
382-200-213	DENTAL PAYABLE	71.76
382-200-214	AFLAC PAYABLE	241.22
382-200-215	CLOTHES RENTAL PAYABLE	0.00
382-200-216	CINCINNATI LIFE PAYABLE	261.10
382-200-218	BLUE CHOICE PAYABLE	0.00
382-200-219	SCOTT & WHITE HEALTH PAYABLE	246.57
382-200-221	FLEXIBLE SPENDING(FSA) PAYABLE	0.00
382-200-222	PRE-PAID LEGAL PAYABLE	(321.10)
382-200-228	MISC DEDUCTIONS PAYABLE	0.00
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	(0.50)
382-200-401	WAGES PAYABLE	0.00
382-200-500	ACCOUNTS PAYABLE PENDING	18,868.55
382-210-110	DEFERRED OUTFLOW CONTB TMRS	(14,482.34)
382-210-111	SDBF DEF OUTFLOW RES CONTRI	(197.79)
382-210-113	SDBF DEF INFLOW ACT EXP VS ASS	977.41
382-210-114	SDBF DEF OUTFLOW CHNG ASSUMPT	(1,822.82)
382-210-115	DEFERRED OUTFLOW INVST TMRS	13,378.50
382-210-118	DEFERRED INFLOW ACTUAL VS ASSM	2,386.07

382-FLEET SERVICES OPERATING

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
382-210-119	DEFERRED OUTLOW-CHNG IN ASSUMP	(1,717.30)
382-240-101	UNCLAIMED FUNDS	<u>78.32</u>
	TOTAL LIABILITIES	<u>93,335.51</u>
EQUITY		
=====		
382-260-121	RESERVE:FUTURE EQUIP PURCHASES	0.00
382-270-100	FUND BALANCE	(<u>82,880.37</u>)
	TOTAL BEGINNING EQUITY	(82,880.37)
TOTAL REVENUE		921,459.19
TOTAL EXPENSES		<u>936,415.45</u>
TOTAL INCREASE/(DECREASE) IN FUND BAL.		(14,956.26)
TOTAL EQUITY & FUND BALANCE		(<u>97,836.63</u>)
TOTAL LIABILITIES, EQUITY & FUND BALANCE		(4,501.12)
		=====

384-FLEET REPLACEMENT FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
=====		
384-100-102	CLAIM ON POOLED CASH	300,066.20
384-100-104	CAPITAL EQUIP ACCT 2139517	0.00
384-100-105	SIGNATURE BANK EQUIP (ESCROW)	0.00
384-100-106	FROST LEASING ESCROW 010597724	0.00
384-100-107	UMB BANK CLAYTON HOLDINGS	0.00
384-100-108	2018 FLEET/EQUIP TEXSTAR 20180	219,460.26
384-100-109	GOVERNMENT CAPITAL CORP	(406,722.00)
384-100-110	US BANCORP GOVERNMENT LEAS	(64,091.90)
384-100-111	US BANCORP GOV ESCROW	64,700.00
384-120-103	MISC ACCOUNTS RECEIVABLES	0.00
384-140-100	PREPAID CAP LEASE	0.00
384-150-100	BOND ISSUANCE COSTS	0.00
384-160-206	FIXED ASSETS-WORK IN PROGRESS	0.00
384-160-320	MACHINERY & EQUIPMENT	8,182,004.66
384-170-100	CURRENT YR RES FOR ENCUMBRANCE	(3,811,290.83)
384-170-101	PRIOR YR RES FOR ENCUMBRANCE	3,823,054.83
384-190-103	ACCUMULATED DEPRECIATION	(5,328,840.84)
		<u>2,978,340.38</u>
TOTAL ASSETS		2,978,340.38
		=====
LIABILITIES		
=====		
384-200-104	ACCRUED INTEREST PAYALBE	0.00
384-200-110	CURRENT YEAR ENCUMBRANCE	(3,756,886.83)
384-200-111	PRIOR YEAR ENCUMBRANCE	3,768,650.83
384-200-500	ACCOUNTS PAYABLE PENDING	0.00
384-200-505	DUE TO OTHER FUNDS	0.00
384-210-101	UNAMORT BOND PREMIUM	39,502.49
384-230-103	5.44M COMB SERIES 2015(2.66M)	1,525,000.00
384-230-115	CAPITAL LEASE PAYABLE-CURRENT	0.00
384-230-120	CAP LEASE PAYABLE-NONCURRENT	1,067,939.87
384-230-125	NOTES PAYABLE	72,991.73
384-240-101	ACCRUED INTEREST PAYABLE	<u>26,977.11</u>
TOTAL LIABILITIES		<u>2,744,175.20</u>
EQUITY		
=====		
384-270-100	FUND BALANCE	(59,545.34)
TOTAL BEGINNING EQUITY		(59,545.34)
TOTAL REVENUE		848,095.80
TOTAL EXPENSES		<u>554,385.28</u>
TOTAL INCREASE/(DECREASE) IN FUND BAL.		293,710.52
TOTAL EQUITY & FUND BALANCE		<u>234,165.18</u>
TOTAL LIABILITIES, EQUITY & FUND BALANCE		2,978,340.38
		=====

Attachment E
Sales Tax Tracking Report

Sales Tax Tracking (Total Amount) FY 2021-22

	2017-18	2018-19	2019-20	2020-21	2021-22	2021-22 Estimated Amount	\$ Difference from Actual to Est. Amt	% from Actual	\$ Difference from Prior Year Amount	% from Pr. Yr. Actual
	Actual	Actual	Actual	Actual	Actual					
October	333,211	350,589	\$ 389,538	393,127	468,966	401,383	67,583	16.8%	75,839	19.3%
November	367,873	416,457	422,737	482,805	581,787	492,944	88,844	18.0%	98,982	20.5%
December	329,458	376,081	390,346	404,316	475,711	412,807	62,904	15.2%	71,395	17.7%
January	379,137	328,713	356,902	403,476	421,763	411,949	9,814	2.4%	18,287	4.5%
February	421,201	414,617	507,733	552,026	678,554	563,619	114,935	20.4%	126,528	22.9%
March	294,166	334,744	347,808	393,003	503,163	401,256	101,906	25.4%	110,160	28.0%
April	280,487	338,154	332,858	391,521	453,235	399,743	53,492	13.4%	61,714	15.8%
May	416,809	395,638	457,487	577,092	710,906	589,211	121,695	20.7%	133,814	23.2%
June	319,869	352,018	403,305	493,430	612,055	503,792	108,263	21.5%	118,625	24.0%
July	349,865	378,446	423,927	442,382	849,121	451,672	397,449	88.0%	406,739	91.9%
August	405,299	411,815	514,060	549,608	703,460	561,150	142,310	25.4%	153,852	28.0%
Sept.	330,626	410,378	408,382	667,394	867,785	681,410	186,375	27.4%	200,391	30.0%
	\$ 4,228,002	\$ 4,507,651	\$ 4,955,083	\$ 5,750,182	\$ 7,326,507	\$ 5,870,936	\$ 1,455,571		\$ 1,576,325	

Sales Tax Tracking (Taylor EDC Portion) FY 2021-22

	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Actual
October	\$ 83,303	\$ 87,647	\$ 97,385	\$ 98,282	\$ 117,242
November	91,968	104,114	\$ 105,684	\$ 120,701	\$ 145,447
December	82,365	94,020	\$ 97,587	\$ 101,079	\$ 118,928
January	94,784	82,178	\$ 89,225	\$ 100,869	\$ 105,441
February	105,300	103,654	\$ 126,933	\$ 138,007	\$ 169,639
March	73,542	83,686	\$ 86,952	\$ 98,251	\$ 125,791
April	70,122	84,539	\$ 83,214	\$ 97,880	\$ 113,309
May	104,202	98,910	\$ 114,372	\$ 144,273	\$ 177,727
June	79,967	88,005	\$ 100,826	\$ 123,358	\$ 153,014
July	87,466	94,611	\$ 105,982	\$ 110,595	\$ 212,280
August	101,325	102,954	\$ 128,515	\$ 137,402	\$ 175,865
Sept.	82,656	102,594	\$ 102,095	\$ 166,849	\$ 216,946
	1,057,001	1,126,913	1,238,771	1,437,546	1,831,627

Sales Tax Tracking (City's Portion) FY 2021-22

	2017-18	2018-19	2019-20	2020-21	2021-22	2021-22 Estimated Amount	\$ Difference from Actual to Est. Amt	% from Actual	\$ Difference from Prior Year Amount	% from Pr. Yr. Actual
	Actual	Actual	Actual	Actual	Actual					
October	249,908	262,942	292,154	294,845	351,725	301,037	50,688	16.8%	56,879	19.3%
November	275,905	312,342	317,053	362,104	436,341	369,708	66,633	18.0%	74,237	20.5%
December	247,094	282,061	292,760	303,237	356,784	309,605	47,178	15.2%	53,546	17.7%
January	284,353	246,535	267,676	302,607	316,322	308,962	7,360	2.4%	13,715	4.5%
February	315,901	310,963	380,800	414,020	508,916	422,714	86,202	20.4%	94,896	22.9%
March	220,625	251,058	260,856	294,752	377,372	300,942	76,430	25.4%	82,620	28.0%
April	210,365	253,616	249,643	293,641	339,926	299,807	40,119	13.4%	46,285	15.8%
May	312,607	296,729	343,115	432,819	533,180	441,908	91,271	20.7%	100,360	23.2%
June	239,902	264,014	302,478	370,073	459,041	377,844	81,197	21.5%	88,969	24.0%
July	262,399	283,834	317,946	331,786	636,841	338,754	298,087	88.0%	305,055	91.9%
August	303,974	308,861	385,545	412,206	527,595	420,862	106,732	25.4%	115,389	28.0%
Sept.	247,969	307,783	306,286	500,546	650,839	511,057	139,782	27.4%	150,293	30.0%

Cumulative Year -to- Date (City's Portion) FY 2021-22

	2017-18	2018-19	2019-20	2020-21	2021-22	2021-22 Estimated Amount	\$ Difference from Actual to Est. Amt	% from Actual	\$ Difference from Prior Year Amount	% from Pr. Yr. Actual
	Actual	Actual	Actual	Actual	Actual					
October	249,908	262,942	292,154	294,845	351,725	301,037	50,688	16.8%	56,879	19.3%
November	525,813	575,285	609,207	656,949	788,065	670,745	117,320	17.5%	131,116	20.0%
December	772,907	857,345	901,967	960,186	1,144,849	980,350	164,499	16.8%	184,662	19.2%
January	1,057,260	1,103,880	1,169,643	1,262,794	1,461,171	1,289,312	171,859	13.3%	198,377	15.7%
February	1,373,161	1,414,843	1,550,443	1,676,813	1,970,087	1,712,026	258,060	15.1%	293,273	17.5%
March	1,593,785	1,665,901	1,811,298	1,971,566	2,347,459	2,012,969	334,490	16.6%	375,893	19.1%
April	1,804,151	1,919,517	2,060,942	2,265,207	2,687,385	2,312,776	374,609	16.2%	422,178	18.6%
May	2,116,757	2,216,245	2,404,057	2,698,026	3,220,565	2,754,684	465,880	16.9%	522,539	19.4%
June	2,356,659	2,480,259	2,706,535	3,068,099	3,679,606	3,132,529	547,077	17.5%	611,507	19.9%
July	2,619,058	2,764,094	3,024,481	3,399,885	4,316,447	3,471,283	845,164	24.3%	916,562	27.0%
August	2,923,032	3,072,955	3,410,026	3,812,091	4,844,041	3,892,145	951,896	24.5%	1,031,950	27.1%
Sept.	3,171,002	3,380,738	3,716,313	4,312,637	5,494,880	4,403,202	1,091,678	24.8%	1,182,243	27.4%
% Y-T-D Increase over prior year	7.0%	6.6%	9.9%	16.0%						

Attachment F
Quarterly Investment Report



QUARTERLY INVESTMENT REPORT

City of Taylor

SEPTEMBER 30, 2022



MEEDER

PUBLIC FUNDS
PATTERSON GROUP

Whatever It Takes....

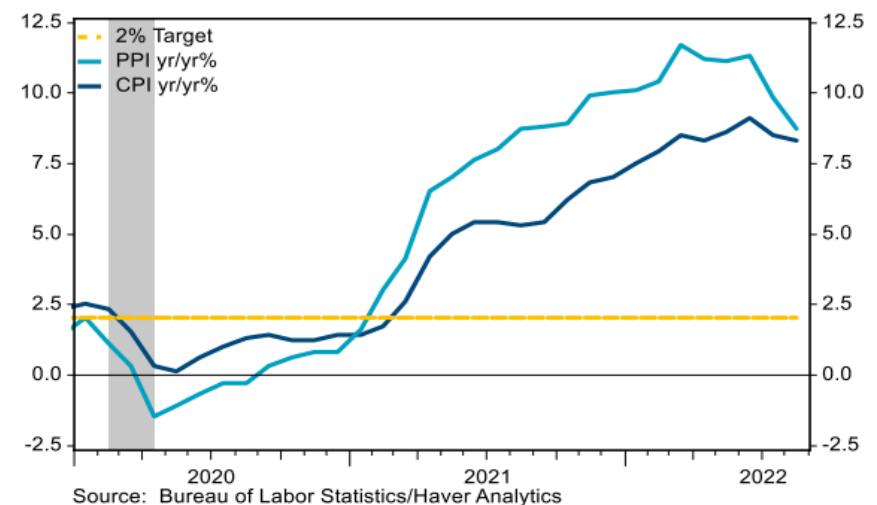
The Fed ramped up their inflation fight in September by 0.75% bringing the overnight rate to a range of 3.00-3.25%. Removing some market guessing the Committee also signaled they anticipate a rate of 4.40% by year end 2022. At this point the Committee is also signaling their expectation of lowering rates in early 2024.

The Fed is not alone. The ECB announced a 0.75% rate hike and Sweden surprised markets with a 1% hike. A number of central banks point to continuing hikes to fight this inflation.

There was hope on the inflation front. CPI and PPI fell slightly this month, but both were disappointing because they didn't drop as much as expected. Both remain at four-decade highs. Year-over-year CPI is up 8.3% and PPI up 8.7%. CPI prices component is growing too fast to cool this inflation falls well short of a meaningful decline in prices.

Employment, the second half of the Fed's dual mandate, remains strong with hiring, not layoffs, being the main challenge. This month a rail strike was, but with a 24% increase over 5 years (2020-2024). Nurses are next asking for 25% increases. Such increases make the real economy less sensitive to rate hikes and add to inflation in the long term.

Half the US income comes from households earning over \$100,000 a year so they are not facing major barriers like mortgages, but their wages are growing so to many this is really an easing and not a hike. As consumers, they keep buying which keeps prices rising as well.





Continuing Blues

Since the real economy has proven less sensitive to higher rates, even higher rates may be needed to slow the economy. At this pace uncertainty as to how the economy will respond a few months down the line is high. Manufacturing is growing but inventories are high – a counter-influence.

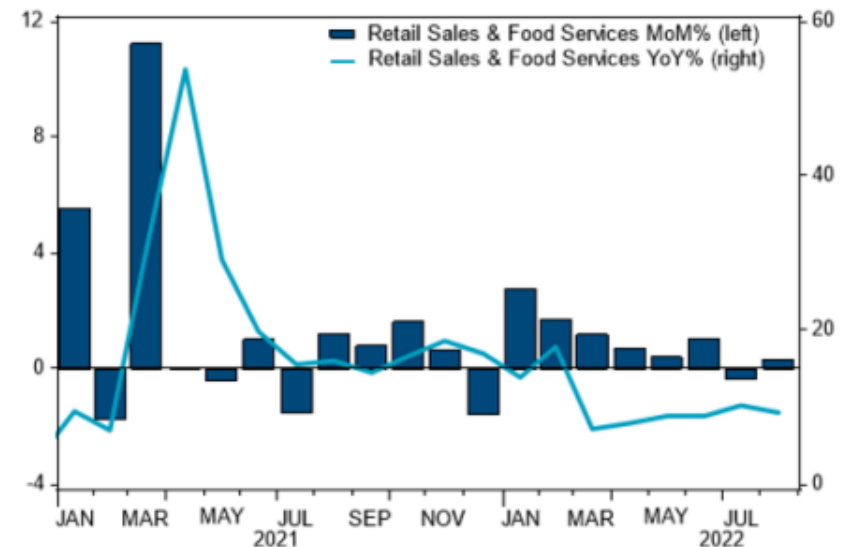
The labor market tends to be slow-moving, but we have no experience with interest rate hikes of this magnitude and activity could move faster than expected. At this point the US has added 3.5 million jobs in 2022 and looks to be adding more monthly.

There is some mounting evidence of weakness in the domestic economy however, but that little pain has so far not stopped the Fed. Complicating the situation is the composition of the inflation since a large portion comes from the supply side difficulties which will simply take time to work out.

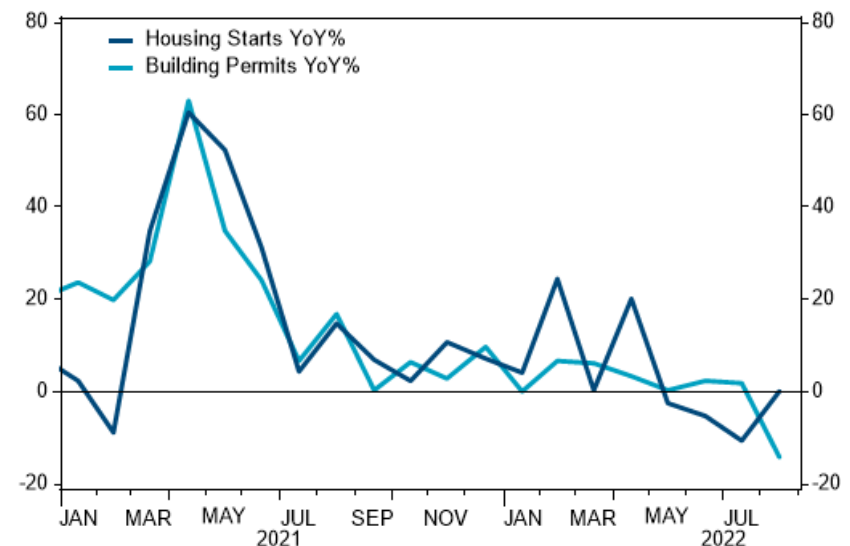
The consumer is still spending but is adjusting their spending behavior. For some, that means buying less overall, and for others, it means a reduced quality of goods. Regardless of the form, consumers are markedly shifting the goods and services in their basket on a month-to-month basis, something consumers do when they are increasingly concerned about their financial footing.

Housing starts were up this month but permits which look further into the future declined 14% YOY. The activity is supported largely by multi-family unit which put more families at the mercy of rising rates.

On the world stage there is a massive slowdown in developing economies and a global economy on the brink of recession. China, whose economy was a leader after the financial crisis, will be hard pressed to buoy global growth this time around. China's economy is extremely fragile at this point and may continue as such.



Source: Census Bureau/Haver Analytics



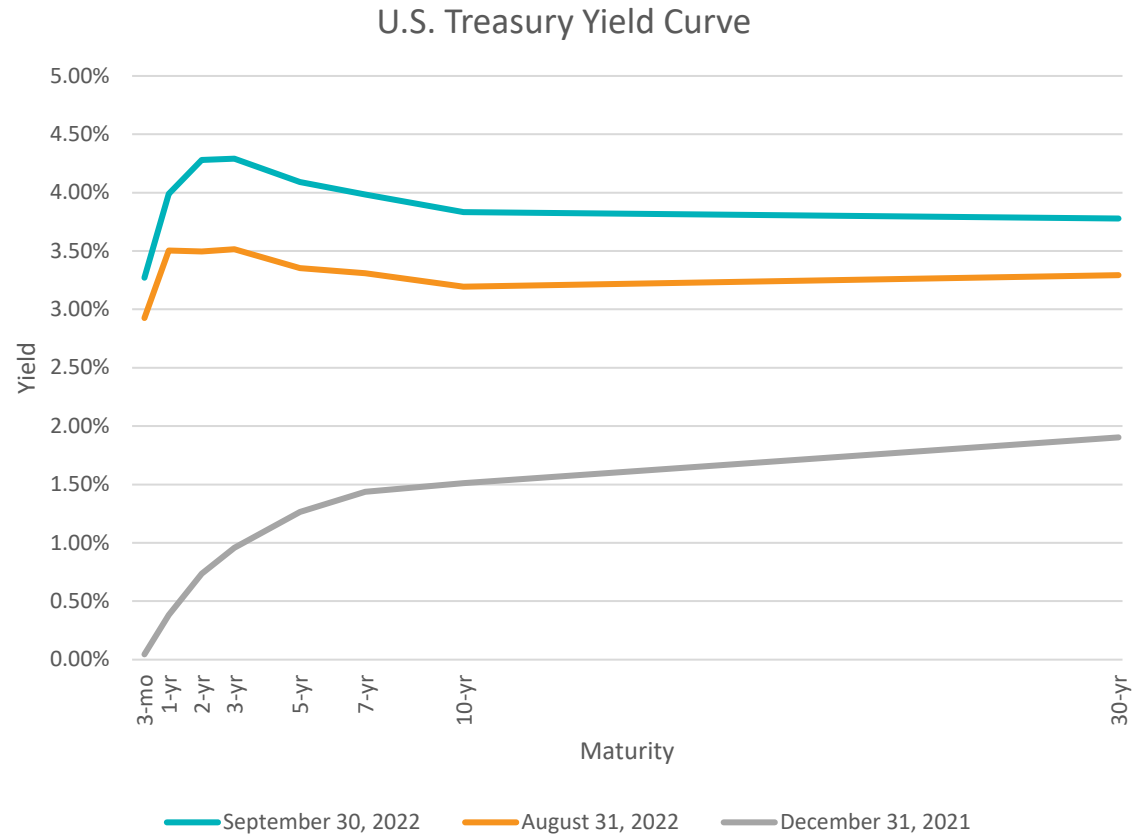
Source: Census Bureau/Haver Analytics

Expectations Drive Rates

The Fed continues to act decisively to tame inflation at any cost to the economy. The Committee raised rates 0.75% in September with anticipation of going to 4.4% before year-end.

The Fed fully concedes that higher rates will slow growth but is willing to take these actions to tame inflation.

Two past two quarters of declining GDP is generally assumed to represent a technical recession. The goldilocks situation of slowing growth amid high inflation may take rate increases well into 2023.



City of Taylor, Texas

Quarterly Investment Report

July – September 2022

Portfolio Summary Management Report

This quarterly report is prepared in compliance with the Investment Policy and Strategy of the City and the Public Funds Investment Act (Chapter 2256., Texas Government Code).

<u>Portfolio as of June 30, 2022</u>		<u>Portfolio as of September 30, 2022</u>	
Beginning Book Value	\$ 54,237,113	Ending Book Value	\$ 50,426,951
Beginning Market Value	\$ 54,096,985	Ending Market Value	\$ 50,193,448
Unrealized Gain/Loss	\$ (140,128)	Investment Income for the period	\$ 261,152
		Unrealized Gain/Loss	\$ (233,503)
		Change in Unrealized Gain/Loss	\$ (93,375)
WAM at Beginning Period Date ¹	76 days	WAM at Ending Period Date ¹	70 days
		Change in Market Value ²	\$ (3,903,537)
Average Yield to Maturity for period		2.071%	
Average Yield 6 month Treasury Bill for period		3.250%	
Average Yield 1 year Treasury Note for period		3.400%	

Authorized by:

Jeffrey Wood, Finance Director
City of Taylor

Lindsay Strothman, Senior Accountant
City of Taylor



Linda Patterson, President
Patterson & Associates

¹ WAM, represents weighted average maturity.

² **Change in Market Value**" is required data, but will primarily reflect the receipt and expenditure of the City's funds from quarter to quarter.

Your Portfolio

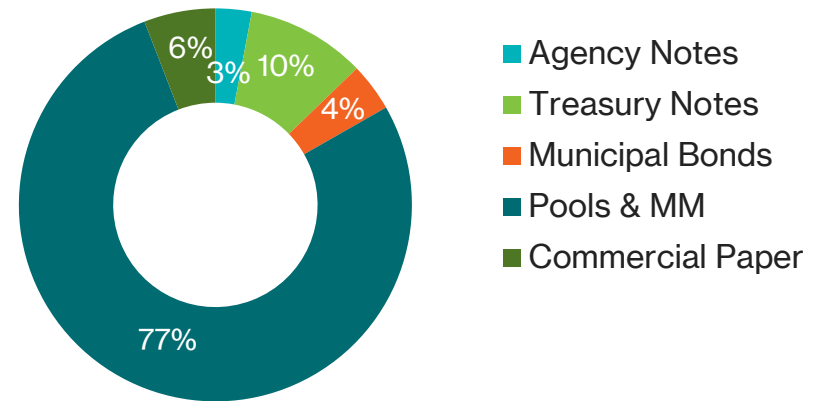
As of September 30, 2022

Your Portfolio Statistics

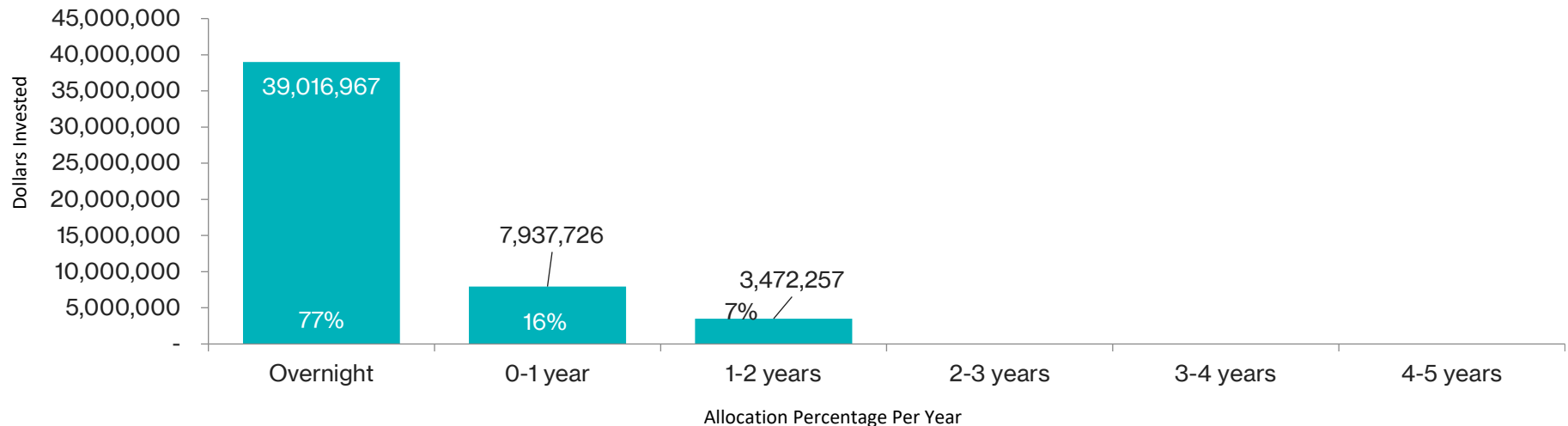
Weighted Average Maturity 0.19 years

Weighted Average Yield (All Funds) 2.45%

Your Asset Allocation



Your Maturity Distribution



City of Taylor, Texas
Portfolio Management
Portfolio Summary
September 30, 2022

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

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 365 Equiv.
Commercial Paper Disc. -Amortizing	3,000,000.00	2,952,710.00	2,963,580.00	5.88	238	140	3.217
Federal Agency Coupon Securities	1,500,000.00	1,391,583.87	1,500,000.00	2.97	1,095	677	0.467
Treasury Coupon Securities	5,000,000.00	4,850,897.00	4,946,403.33	9.81	554	384	2.034
Municipal Bonds	2,000,000.00	1,981,290.00	2,000,000.00	3.97	808	91	0.454
Texpool	4,484,586.09	4,484,586.09	4,484,586.09	8.89	1	1	2.413
TexStar	3,044,644.46	3,044,644.46	3,044,644.46	6.04	1	1	2.294
Texas Class	31,475,503.65	31,475,503.65	31,475,503.65	62.42	1	1	2.679
Money Market	12,233.24	12,233.24	12,233.24	0.02	1	1	0.010
	50,516,967.44	50,193,448.31	50,426,950.77	100.00%	134	70	2.446

Total Earnings	September 30 Month Ending	Fiscal Year To Date	Fiscal Year Ending
Current Year	101,120.39	388,941.39	388,941.39

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

 Jeffrey Wood, Finance Director

Reporting period 09/01/2022-09/30/2022

Data Updated: SET_TAYL: 10/10/2022 17:24

Run Date: 10/10/2022 - 17:25

Portfolio TAYL

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PM (PRF_PM1) 7.3.0

Report Ver. 7.3.6.1

**City of Taylor, Texas
 Summary by Type
 September 30, 2022
 Grouped by Fund**

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

Security Type	Number of Investments	Par Value	Book Value	% of Portfolio	Average YTM 365	Average Days to Maturity
Fund: 2019 Bond Fund						
TexStar	1	1,116,792.03	1,116,792.03	2.21	2.294	1
Subtotal	1	1,116,792.03	1,116,792.03	2.21	2.294	1
Fund: 2022 Debt Non-Tax Supported						
Texas Class	1	9,889,193.81	9,889,193.81	19.61	2.679	1
Subtotal	1	9,889,193.81	9,889,193.81	19.61	2.679	1
Fund: 2022 Debt Tax Supported						
Texas Class	1	11,936,129.96	11,936,129.96	23.67	2.679	1
Subtotal	1	11,936,129.96	11,936,129.96	23.67	2.679	1
Fund: 2022 Tax Supported Limited Tax						
Texas Class	1	5,279,453.99	5,279,453.99	10.47	2.679	1
Subtotal	1	5,279,453.99	5,279,453.99	10.47	2.679	1
Fund: Airport Fund						
Texpool	1	944,748.27	944,748.27	1.87	2.413	1
Subtotal	1	944,748.27	944,748.27	1.87	2.413	1
Fund: Cemetery Permanent Fund						
Federal Agency Coupon Securities	1	1,000,000.00	1,000,000.00	1.98	0.500	697
Texas Class	1	874.28	874.28	0.00	2.679	1
Texpool	1	363.40	363.40	0.00	2.413	1
TexStar	1	56,829.53	56,829.53	0.11	2.294	1
Subtotal	4	1,058,067.21	1,058,067.21	2.09	0.599	659
Fund: Fleet Replacement Fund						
TexStar	1	219,460.26	219,460.26	0.44	2.294	1
Subtotal	1	219,460.26	219,460.26	0.44	2.294	1

City of Taylor, Texas
Summary by Type
September 30, 2022
Grouped by Fund

Security Type	Number of Investments	Par Value	Book Value	% of Portfolio	Average YTM 365	Average Days to Maturity
Fund: General Fund						
Money Market	1	12,233.24	12,233.24	0.02	0.010	1
Federal Agency Coupon Securities	1	500,000.00	500,000.00	0.99	0.400	636
Municipal Bonds	2	2,000,000.00	2,000,000.00	3.97	0.454	91
Treasury Coupon Securities	5	5,000,000.00	4,946,403.33	9.81	2.034	384
Texas Class	1	3,339,182.52	3,339,182.52	6.62	2.679	1
Texpool	1	2,109,722.82	2,109,722.82	4.18	2.413	1
TexStar	1	1,651,562.64	1,651,562.64	3.28	2.294	1
Commercial Paper Disc. -Amortizing	3	3,000,000.00	2,963,580.00	5.88	3.217	140
Subtotal	15	17,612,701.22	17,522,684.55	34.75	2.199	161
Fund: General Capital Fund						
TexStar	1	0.00	0.00	0.00	0.000	0
Subtotal	1	0.00	0.00	0.00	0.000	0
Fund: Special Rev-Tax Increment Fund						
Texpool	1	238,578.13	238,578.13	0.47	2.413	1
Subtotal	1	238,578.13	238,578.13	0.47	2.413	1
Fund: Utility Fund						
Texas Class	1	1,030,669.09	1,030,669.09	2.04	2.679	1
Texpool	1	1,191,173.47	1,191,173.47	2.36	2.413	1
Subtotal	2	2,221,842.56	2,221,842.56	4.40	2.536	1
Total and Average	29	50,516,967.44	50,426,950.77	100.00	2.446	70



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PUBLIC FUNDS | PATTERSON GROUP

City of Taylor, Texas
Fund 19BOND - 2019 Bond Fund
Investments by Fund
September 30, 2022

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

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
TexStar										
20190	10044	TexStar	04/24/2019	1,116,792.03	1,116,792.03	1,116,792.03	2.294	2.262	2.294	1
Subtotal and Average				1,116,792.03	1,116,792.03	1,116,792.03		2.263	2.294	1
Total Investments and Average				1,116,792.03	1,116,792.03	1,116,792.03		2.263	2.294	1

**Fund 22DNTS - 2022 Debt Non-Tax Supported
Investments by Fund
September 30, 2022**

Page 2

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Texas Class										
70010	10063	Texas Class	03/29/2022	9,889,193.81	9,889,193.81	9,889,193.81	2.679	2.642	2.678	1
Subtotal and Average				9,889,193.81	9,889,193.81	9,889,193.81		2.642	2.679	1
Total Investments and Average				9,889,193.81	9,889,193.81	9,889,193.81		2.642	2.679	1

**Fund 22DTS - 2022 Debt Tax Supported
Investments by Fund
September 30, 2022**

Page 3

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Texas Class										
70009	10062	Texas Class	03/29/2022	11,936,129.96	11,936,129.96	11,936,129.96	2.679	2.642	2.678	1
Subtotal and Average				11,936,129.96	11,936,129.96	11,936,129.96		2.642	2.679	1
Total Investments and Average				11,936,129.96	11,936,129.96	11,936,129.96		2.642	2.679	1

**Fund 22TAX - 2022 Tax Supported Limited Tax
Investments by Fund
September 30, 2022**

Page 4

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Texas Class										
70011	10069	Texas Class	09/01/2022	5,279,453.99	5,279,453.99	5,279,453.99	2.679	2.642	2.678	1
Subtotal and Average				5,279,453.99	5,279,453.99	5,279,453.99		2.642	2.679	1
Total Investments and Average				5,279,453.99	5,279,453.99	5,279,453.99		2.642	2.679	1

**Fund AIR - Airport Fund
Investments by Fund
September 30, 2022**

Page 5

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Texpool										
300019	10007	Texpool	11/01/2017	944,748.27	944,748.27	944,748.27	2.413	2.379	2.412	1
Subtotal and Average				944,748.27	944,748.27	944,748.27		2.380	2.413	1
Total Investments and Average				944,748.27	944,748.27	944,748.27		2.380	2.413	1

Fund CEM - Cemetery Permanent Fund
Investments by Fund
September 30, 2022

Page 6

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Federal Agency Coupon Securities											
3130ANNS5	10058	FHLB Call Note	08/30/2021	1,000,000.00	1,000,000.00	926,227.06	0.500	0.493	0.500	08/28/2024	697
Subtotal and Average				1,000,000.00	1,000,000.00	926,227.06		0.493	0.500		697
Texpool											
300007	10008	Texpool	11/01/2017	363.40	363.40	363.40	2.413	2.379	2.412		1
Subtotal and Average				363.40	363.40	363.40		2.380	2.413		1
TexStar											
22880	10003	TexStar	11/01/2017	56,829.53	56,829.53	56,829.53	2.294	2.262	2.294		1
Subtotal and Average				56,829.53	56,829.53	56,829.53		2.263	2.294		1
Texas Class											
70006	10001	Texas Class	11/01/2017	874.28	874.28	874.28	2.679	2.642	2.678		1
Subtotal and Average				874.28	874.28	874.28		2.642	2.679		1
Total Investments and Average				1,058,067.21	1,058,067.21	984,294.27		0.591	0.599		658

Fund FLEET - Fleet Replacement Fund
Investments by Fund
September 30, 2022

Page 7

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
TexStar										
20180	10030	TexStar	08/08/2018	219,460.26	219,460.26	219,460.26	2.294	2.262	2.294	1
Subtotal and Average				219,460.26	219,460.26	219,460.26		2.263	2.294	1
Total Investments and Average				219,460.26	219,460.26	219,460.26		2.263	2.294	1

**Fund GEN - General Fund
Investments by Fund
September 30, 2022**

Page 8

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Commercial Paper Disc. -Amortizing											
22533UPH0	10067	Credit Agricole CP	07/18/2022	986,640.55	1,000,000.00	984,417.00		3.597	3.647	02/17/2023	139
80285QNW6	10065	Santander UK CP	05/10/2022	992,672.78	1,000,000.00	986,491.00		2.247	2.278	01/30/2023	121
8923A1QA2	10068	Toyota Credit Puerto Rico CP	07/18/2022	984,266.67	1,000,000.00	981,802.00		3.681	3.732	03/10/2023	160
Subtotal and Average				2,963,580.00	3,000,000.00	2,952,710.00		3.173	3.217		139
Federal Agency Coupon Securities											
3130AMT85	10056	FHLB Call Note	06/28/2021	500,000.00	500,000.00	465,356.81	0.400	0.394	0.400	06/28/2024	636
Subtotal and Average				500,000.00	500,000.00	465,356.81		0.395	0.400		636
Treasury Coupon Securities											
91282CCK5	10059	T Note	03/18/2022	989,420.31	1,000,000.00	970,859.00	0.125	1.540	1.561	06/30/2023	272
912828ZD5	10060	T Note	03/18/2022	996,403.45	1,000,000.00	985,078.00	0.500	1.285	1.303	03/15/2023	165
912828XT2	10061	T Note	03/28/2022	996,235.85	1,000,000.00	963,359.00	2.000	2.201	2.232	05/31/2024	608
91282CCD1	10064	T Note	04/18/2022	988,322.61	1,000,000.00	973,945.00	0.125	1.886	1.913	05/31/2023	242
9128286Z8	10066	T Note	06/21/2022	976,021.11	1,000,000.00	957,656.00	1.750	3.135	3.178	06/30/2024	638
Subtotal and Average				4,946,403.33	5,000,000.00	4,850,897.00		2.006	2.034		384
Municipal Bonds											
419792ZH2	10054	State of Hawaii	10/29/2020	1,000,000.00	1,000,000.00	1,000,000.00	0.429	0.422	0.428	10/01/2022	0
59333NN90	10053	Maimi-Dade County FL	09/30/2020	1,000,000.00	1,000,000.00	981,290.00	0.375	0.473	0.480	04/01/2023	182
Subtotal and Average				2,000,000.00	2,000,000.00	1,981,290.00		0.448	0.454		91
Texpool											
300003	10004	Texpool	11/01/2017	2,109,722.82	2,109,722.82	2,109,722.82	2.413	2.379	2.412		1
Subtotal and Average				2,109,722.82	2,109,722.82	2,109,722.82		2.380	2.413		1
TexStar											
34440	10002	TexStar	11/01/2017	1,651,562.64	1,651,562.64	1,651,562.64	2.294	2.262	2.294		1
Subtotal and Average				1,651,562.64	1,651,562.64	1,651,562.64		2.263	2.294		1
Texas Class											
70008	10048	Texas Class	01/22/2020	3,339,182.52	3,339,182.52	3,339,182.52	2.679	2.642	2.678		1
Subtotal and Average				3,339,182.52	3,339,182.52	3,339,182.52		2.642	2.679		1

**Fund GEN - General Fund
Investments by Fund
September 30, 2022**

Page 9

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Money Market										
60618	10000	Citizens Nat'l Bank MM-Public	11/01/2017	12,233.24	12,233.24	12,233.24	0.010	0.009	0.010	1
Subtotal and Average				12,233.24	12,233.24	12,233.24		0.010	0.010	1
Total Investments and Average				17,522,684.55	17,612,701.22	17,362,955.03		2.169	2.199	161

Fund GENCAP - General Capital Fund
Investments by Fund
September 30, 2022

Page 10

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

Fund SPECREV - Special Rev-Tax Increment Fund
Investments by Fund
September 30, 2022

Page 11

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Texpool										
300004	10005	Texpool	11/01/2017	238,578.13	238,578.13	238,578.13	2.413	2.379	2.412	1
Subtotal and Average				238,578.13	238,578.13	238,578.13		2.380	2.413	1
Total Investments and Average				238,578.13	238,578.13	238,578.13		2.380	2.413	1

**Fund UTIL - Utility Fund
Investments by Fund
September 30, 2022**

Page 12

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Texpool										
300001	10006	Texpool	11/01/2017	1,191,173.47	1,191,173.47	1,191,173.47	2.413	2.379	2.412	1
Subtotal and Average				1,191,173.47	1,191,173.47	1,191,173.47		2.380	2.413	1
Texas Class										
70007	10047	Texas Class	01/22/2020	1,030,669.09	1,030,669.09	1,030,669.09	2.679	2.642	2.678	1
Subtotal and Average				1,030,669.09	1,030,669.09	1,030,669.09		2.642	2.679	1
Total Investments and Average				2,221,842.56	2,221,842.56	2,221,842.56		2.501	2.536	1

City of Taylor, Texas
Cash Reconciliation Report
For the Period July 1, 2022 - September 30, 2022
Grouped by Fund

Patterson & Associates
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Trans. Date	Investment #	Fund	Trans. Type	Security ID	Par Value	Security Description	Maturity Date	Purchases	Interest	Redemptions	Cash
Cemetery Permanent Fund											
08/28/2022	10058	CEM	Interest	3130ANNS5	1,000,000.00	FHLBC 1.0M 0.50% Mat. 08/28/2024	08/28/2024	0.00	2,500.00	0.00	2,500.00
Subtotal								0.00	2,500.00	0.00	2,500.00
General Fund											
07/18/2022	10067	GEN	Purchase	22533UPH0	1,000,000.00	CREDAG 1.0M 0.00% Mat.	02/17/2023	-979,432.22	0.00	0.00	-979,432.22
07/18/2022	10068	GEN	Purchase	8923A1QA2	1,000,000.00	TYCRPR 1.0M 0.00% Mat.	03/10/2023	-976,891.67	0.00	0.00	-976,891.67
09/15/2022	10060	GEN	Interest	912828ZD5	1,000,000.00	TNOTE 1.0M 0.50% Mat. 03/15/2023	03/15/2023	0.00	2,500.00	0.00	2,500.00
Subtotal								-1,956,323.89	2,500.00	0.00	-1,953,823.89
Total								-1,956,323.89	5,000.00	0.00	-1,951,323.89

City of Taylor, Texas
Purchases Report
Sorted by Fund - Fund
July 1, 2022 - September 30, 2022

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CUSIP	Investment #	Fund	Sec. Type	Issuer	Original Par Value	Purchase Date	Payment Periods	Principal Purchased	Accrued Interest at Purchase	Rate at Purchase	Maturity Date	YTM	Ending Book Value
2022 Tax Supported Limited Tax													
70011	10069	22TAX	RR3	TXCLSS	5,267,842.50	09/01/2022	/ - Monthly	5,267,842.50		2.679		2.679	5,279,453.99
				Subtotal	5,267,842.50			5,267,842.50	0.00				5,279,453.99
General Fund													
22533UPH0	10067	GEN	ACP	CREDAG	1,000,000.00	07/18/2022	02/17 - At Maturity	979,432.22			02/17/2023	3.597	986,640.55
8923A1QA2	10068	GEN	ACP	TYCRPR	1,000,000.00	07/18/2022	03/10 - At Maturity	976,891.67			03/10/2023	3.681	984,266.67
				Subtotal	2,000,000.00			1,956,323.89	0.00				1,970,907.22
Total Purchases					7,267,842.50			7,224,166.39	0.00				7,250,361.21

City of Taylor, Texas
Interest Earnings
Sorted by Fund - Fund
July 1, 2022 - September 30, 2022
Yield on Average Book Value

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CUSIP	Investment #	Fund	Security Type	Ending Par Value	Beginning Book Value	Average Book Value	Maturity Date	Current Rate	Adjusted Interest Earnings			
									Annualized Yield	Interest Earned	Amortization/ Accretion	Adjusted Interest Earnings
Fund: 2019 Bond Fund												
20190	10044	19BOND	RR2	1,116,792.03	1,873,866.23	1,494,664.02		2.294	1.806	6,804.16	0.00	6,804.16
			Subtotal	1,116,792.03	1,873,866.23	1,494,664.02			1.806	6,804.16	0.00	6,804.16
Fund: 2022 Debt Non-Tax Supported												
70010	10063	22DNTS	RR3	9,889,193.81	11,291,299.72	10,626,882.15		2.679	2.185	58,537.54	0.00	58,537.54
			Subtotal	9,889,193.81	11,291,299.72	10,626,882.15			2.185	58,537.54	0.00	58,537.54
Fund: 2022 Debt Tax Supported												
70009	10062	22DTS	RR3	11,936,129.96	13,177,191.29	12,661,944.10		2.679	2.190	69,883.30	0.00	69,883.30
			Subtotal	11,936,129.96	13,177,191.29	12,661,944.10			2.190	69,883.30	0.00	69,883.30
Fund: 2022 Tax Supported Limited Tax												
70011	10069	22TAX	RR3	5,279,453.99	0.00	1,717,900.94		2.679	2.682	11,611.49	0.00	11,611.49
			Subtotal	5,279,453.99	0.00	1,717,900.94			2.682	11,611.49	0.00	11,611.49
Fund: Airport Fund												
300019	10007	AIR	RRP	944,748.27	939,935.92	941,383.18		2.413	2.028	4,812.35	0.00	4,812.35
			Subtotal	944,748.27	939,935.92	941,383.18			2.028	4,812.35	0.00	4,812.35
Fund: Cemetery Permanent Fund												
300007	10008	CEM	RRP	363.40	361.72	362.19		2.413	1.840	1.68	0.00	1.68
70006	10001	CEM	RR3	874.28	869.45	870.90		2.679	2.200	4.83	0.00	4.83
22880	10003	CEM	RR2	56,829.53	56,561.61	56,641.16		2.294	1.877	267.92	0.00	267.92
3130ANNS5	10058	CEM	FAC	1,000,000.00	1,000,000.00	1,000,000.00	08/28/2024	0.500	0.496	1,250.00	0.00	1,250.00
			Subtotal	1,058,067.21	1,057,792.78	1,057,874.25			0.572	1,524.43	0.00	1,524.43
Fund: Fleet Replacement Fund												
20180	10030	FLEET	RR2	219,460.26	218,425.72	218,732.86		2.294	1.876	1,034.54	0.00	1,034.54

City of Taylor, Texas
Interest Earnings
July 1, 2022 - September 30, 2022

Page 2

										Adjusted Interest Earnings			
CUSIP	Investment #	Fund	Security Type	Ending Par Value	Beginning Book Value	Average Book Value	Maturity Date	Current Rate	Annualized Yield	Interest Earned	Amortization/ Accretion	Adjusted Interest Earnings	
Subtotal				219,460.26	218,425.72	218,732.86				1.876	1,034.54	0.00	1,034.54
Fund: General Fund													
912828XT2	10061	GEN	TRC	1,000,000.00	995,666.28	995,954.16	05/31/2024	2.000	2.230	5,027.32	569.57	5,596.89	
9128286Z8	10066	GEN	TRC	1,000,000.00	972,563.34	974,311.02	06/30/2024	1.750	3.190	4,375.00	3,457.77	7,832.77	
91282CCD1	10064	GEN	TRC	1,000,000.00	983,883.27	986,127.07	05/31/2023	0.125	1.912	314.21	4,439.34	4,753.55	
912828ZD5	10060	GEN	TRC	1,000,000.00	994,398.10	995,411.67	03/15/2023	0.500	1.299	1,253.60	2,005.35	3,258.95	
91282CCK5	10059	GEN	TRC	1,000,000.00	985,841.88	987,650.54	06/30/2023	0.125	1.563	312.50	3,578.43	3,890.93	
300003	10004	GEN	RRP	2,109,722.82	9,786,144.54	5,725,562.05		2.413	1.354	19,547.15	0.00	19,547.15	
70008	10048	GEN	RR3	3,339,182.52	3,320,741.40	3,326,219.82		2.679	2.200	18,441.12	0.00	18,441.12	
60618	10000	GEN	RR4	12,233.24	12,232.94	12,233.04		0.010	0.010	0.30	0.00	0.30	
34440	10002	GEN	RR2	1,651,562.64	1,731,693.11	1,719,260.84		2.294	1.871	8,108.97	0.00	8,108.97	
3130AMT85	10056	GEN	FAC	500,000.00	500,000.00	500,000.00	06/28/2024	0.400	0.397	500.00	0.00	500.00	
59333NN90	10053	GEN	MC1	1,000,000.00	1,000,000.00	1,000,000.00	04/01/2023	0.375	0.374	942.62	0.00	942.62	
419792ZH2	10054	GEN	MC1	1,000,000.00	1,000,000.00	1,000,000.00	10/01/2022	0.429	0.426	1,072.50	0.00	1,072.50	
80285QNW6	10065	GEN	ACP	1,000,000.00	987,101.67	989,917.50	01/30/2023		2.233	0.00	5,571.11	5,571.11	
22533UPH0	10067	GEN	ACP	1,000,000.00	0.00	801,427.53	02/17/2023		3.568	0.00	7,208.33	7,208.33	
8923A1QA2	10068	GEN	ACP	1,000,000.00	0.00	799,425.27	03/10/2023		3.660	0.00	7,375.00	7,375.00	
Subtotal				17,612,701.22	23,270,266.53	20,813,500.52				1.794	59,895.29	34,204.90	94,100.19
Fund: Special Rev-Tax Increment Fund													
300004	10005	SPECREV	RRP	238,578.13	238,657.07	240,955.77		2.413	2.028	1,231.88	0.00	1,231.88	
Subtotal				238,578.13	238,657.07	240,955.77				2.028	1,231.88	0.00	1,231.88
Fund: Utility Fund													
300001	10006	UTIL	RRP	1,191,173.47	1,144,700.64	1,158,000.71		2.413	2.028	5,920.33	0.00	5,920.33	
70007	10047	UTIL	RR3	1,030,669.09	1,024,977.07	1,026,668.03		2.679	2.200	5,692.02	0.00	5,692.02	
Subtotal				2,221,842.56	2,169,677.71	2,184,668.75				2.109	11,612.35	0.00	11,612.35
Total				50,516,967.44	54,237,112.97	51,958,506.54				1.994	226,947.33	34,204.90	261,152.23

City of Taylor, Texas
Amortization Schedule
July 1, 2022 - September 30, 2022
Sorted By Fund - Fund

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Investment #		Maturity Date	Beginning Par Value				Amounts Amortized			
Issuer	Fund	Amort. Date	Current Rate	Purchase Principal	Original Premium or Discount	Ending Book Value	And Unamortized As of 07/01/2022	Amount Amortized This Period	Amt Amortized Through 09/30/2022	Amount Unamortized Through 09/30/2022
General Fund										
10067 Credit Agricole CP	GEN	02/17/2023	1,000,000.00	979,432.22	-20,567.78	986,640.55	0.00 -20,567.78	7,208.33	7,208.33	-13,359.45
10053 Maimi-Dade County FL	GEN	04/01/2023 10/01/2021	1,000,000.00 0.375	997,390.00	-2,610.00	1,000,000.00	2,610.00 0.00	0.00	2,610.00	0.00
10065 Santander UK CP	GEN	01/30/2023	1,000,000.00	983,952.78	-16,047.22	992,672.78	3,148.89 -12,898.33	5,571.11	8,720.00	-7,327.22
10059 T Note	GEN	06/30/2023	1,000,000.00 0.125	981,757.81	-18,242.19	989,420.31	4,084.07 -14,158.12	3,578.43	7,662.50	-10,579.69
10060 T Note	GEN	03/15/2023	1,000,000.00 0.500	992,109.38	-7,890.62	996,403.45	2,288.72 -5,601.90	2,005.35	4,294.07	-3,596.55
10061 T Note	GEN	05/31/2024	1,000,000.00 2.000	995,078.13	-4,921.87	996,235.85	588.15 -4,333.72	569.57	1,157.72	-3,764.15
10064 T Note	GEN	05/31/2023	1,000,000.00 0.125	980,312.50	-19,687.50	988,322.61	3,570.77 -16,116.73	4,439.34	8,010.11	-11,677.39
10066 T Note	GEN	06/30/2024	1,000,000.00 1.750	972,187.50	-27,812.50	976,021.11	375.84 -27,436.66	3,457.77	3,833.61	-23,978.89
10068 Toyota Credit Puerto Rico CP	GEN	03/10/2023	1,000,000.00	976,891.67	-23,108.33	984,266.67	0.00 -23,108.33	7,375.00	7,375.00	-15,733.33
Subtotal				8,859,111.99	-140,888.01	8,909,983.33	16,666.44 -124,221.57	34,204.90	50,871.34	-90,016.67
Total				8,859,111.99	-140,888.01	8,909,983.33	16,666.44 -124,221.57	34,204.90	50,871.34	-90,016.67

City of Taylor, Texas
Projected Cashflow Report
Sorted by Monthly
For the Period October 1, 2022 - April 30, 2023

Patterson & Associates
 901 S. MoPac
 Suite 195
 Austin, TX 78746
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Projected Trans. Date	Investment #	Fund	Security ID	Transaction Type	Issuer	Par Value	Original Cost	Principal	Interest	Total
October 2022										
10/01/2022	10053	GEN	59333NN90	Interest	Maimi-Dade County FL	0.00	0.00	0.00	1,875.00	1,875.00
10/01/2022	10053	GEN	59333NN90	Call	Maimi-Dade County FL	1,000,000.00	997,390.00	1,000,000.00	0.00	1,000,000.00
10/01/2022	10054	GEN	419792ZH2	Maturity	State of Hawaii	1,000,000.00	1,000,000.00	1,000,000.00	2,145.00	1,002,145.00
Total for October 2022						2,000,000.00	1,997,390.00	2,000,000.00	4,020.00	2,004,020.00
November 2022										
11/28/2022	10058	CEM	3130ANNS5	Call	FHLB Call Note	1,000,000.00	1,000,000.00	1,000,000.00	0.00	1,000,000.00
11/30/2022	10061	GEN	912828XT2	Interest	T Note	0.00	0.00	0.00	10,000.00	10,000.00
11/30/2022	10064	GEN	91282CCD1	Interest	T Note	0.00	0.00	0.00	625.00	625.00
Total for November 2022						1,000,000.00	1,000,000.00	1,000,000.00	10,625.00	1,010,625.00
December 2022										
12/28/2022	10056	GEN	3130AMT85	Interest	FHLB Call Note	0.00	0.00	0.00	1,000.00	1,000.00
12/28/2022	10056	GEN	3130AMT85	Call	FHLB Call Note	500,000.00	500,000.00	500,000.00	0.00	500,000.00
12/31/2022	10059	GEN	91282CCK5	Interest	T Note	0.00	0.00	0.00	625.00	625.00
12/31/2022	10066	GEN	9128286Z8	Interest	T Note	0.00	0.00	0.00	8,750.00	8,750.00
Total for December 2022						500,000.00	500,000.00	500,000.00	10,375.00	510,375.00
January 2023										
01/30/2023	10065	GEN	80285QNW6	Maturity	Santander UK CP	1,000,000.00	983,952.78	1,000,000.00	0.00	1,000,000.00
Total for January 2023						1,000,000.00	983,952.78	1,000,000.00	0.00	1,000,000.00
February 2023										
02/17/2023	10067	GEN	22533UPH0	Maturity	Credit Agricole CP	1,000,000.00	979,432.22	1,000,000.00	0.00	1,000,000.00
02/28/2023	10058	CEM	3130ANNS5	Interest	FHLB Call Note	0.00	0.00	0.00	2,500.00	2,500.00
Total for February 2023						1,000,000.00	979,432.22	1,000,000.00	2,500.00	1,002,500.00
March 2023										
03/10/2023	10068	GEN	8923A1QA2	Maturity	Toyota Credit Puerto Rico CP	1,000,000.00	976,891.67	1,000,000.00	0.00	1,000,000.00
03/15/2023	10060	GEN	912828ZD5	Maturity	T Note	1,000,000.00	992,109.38	1,000,000.00	2,500.00	1,002,500.00
Total for March 2023						2,000,000.00	1,969,001.05	2,000,000.00	2,500.00	2,002,500.00
April 2023										

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City of Taylor, Texas
 Projected Cashflow Report
 For the Period October 1, 2022 - April 30, 2023

Page 2

Projected Trans. Date	Investment #	Fund	Security ID	Transaction Type	Issuer	Par Value	Original Cost	Principal	Interest	Total
April 2023										
04/01/2023	10053	GEN	59333NN90	Maturity	Maimi-Dade County FL	1,000,000.00	997,390.00	1,000,000.00	1,875.00	1,001,875.00
Total for April 2023						1,000,000.00	997,390.00	1,000,000.00	1,875.00	1,001,875.00
GRAND TOTALS:						8,500,000.00	8,427,166.05	8,500,000.00	31,895.00	8,531,895.00

City of Taylor, Texas
Texas Compliance Change in Val Report
Sorted by Fund
July 1, 2022 - September 30, 2022

Patterson & Associates
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Inv #	Issuer	Fund	Purch Date	Interest Accrual	Beginning Book Value				Ending Book Value
Cusip	Par Value	YTM	Mat Date	Interest Received	Beginning Market Value	Purchases/ Additions	Redemptions	Change in Value	Ending Market Value
Fund: 2019 Bond Fund									
10044	TXSTAR	19BOND	04/24/2019	6,804.16	1,873,866.23	6,804.16	763,878.36	-757,074.20	1,116,792.03
20190	1,116,792.03	2.294	/ /	6,804.16	1,873,866.23	6,804.16	763,878.36	-757,074.20	1,116,792.03
Sub Totals For: Fund: 2019 Bond Fund				6,804.16	1,873,866.23	6,804.16	763,878.36	-757,074.20	1,116,792.03
				6,804.16	1,873,866.23	6,804.16	763,878.36	-757,074.20	1,116,792.03
Fund: 2022 Debt Non-Tax Su									
10063	TXCLSS	22DNST	03/29/2022	58,537.54	11,291,299.72	58,537.54	1,460,643.45	-1,402,105.91	9,889,193.81
70010	9,889,193.81	2.678	/ /	58,537.54	11,291,299.72	58,537.54	1,460,643.45	-1,402,105.91	9,889,193.81
Sub Totals For: Fund: 2022 Debt Non-Tax Su				58,537.54	11,291,299.72	58,537.54	1,460,643.45	-1,402,105.91	9,889,193.81
				58,537.54	11,291,299.72	58,537.54	1,460,643.45	-1,402,105.91	9,889,193.81
Fund: 2022 Debt Tax Suppor									
10062	TXCLSS	22DTS	03/29/2022	69,883.30	13,177,191.29	69,883.30	1,310,944.63	-1,241,061.33	11,936,129.96
70009	11,936,129.96	2.678	/ /	69,883.30	13,177,191.29	69,883.30	1,310,944.63	-1,241,061.33	11,936,129.96
Sub Totals For: Fund: 2022 Debt Tax Suppor				69,883.30	13,177,191.29	69,883.30	1,310,944.63	-1,241,061.33	11,936,129.96
				69,883.30	13,177,191.29	69,883.30	1,310,944.63	-1,241,061.33	11,936,129.96
Fund: 2022 Tax Supported L									
10069	TXCLSS	22TAX	09/01/2022	11,611.49	0.00	5,279,453.99	0.00	5,279,453.99	5,279,453.99
70011	5,279,453.99	2.678	/ /	11,611.49	0.00	5,279,453.99	0.00	5,279,453.99	5,279,453.99
Sub Totals For: Fund: 2022 Tax Supported L				11,611.49	0.00	5,279,453.99	0.00	5,279,453.99	5,279,453.99
				11,611.49	0.00	5,279,453.99	0.00	5,279,453.99	5,279,453.99
Fund: Airport Fund									
10007	TXPOOL	AIR	11/01/2017	4,812.35	939,935.92	4,812.35	0.00	4,812.35	944,748.27
300019	944,748.27	2.412	/ /	4,812.35	939,935.92	4,812.35	0.00	4,812.35	944,748.27

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Inv #	Issuer	Fund	Purch Date	Interest Accrual	Beginning Book Value				Ending Book Value
Cusip	Par Value	YTM	Mat Date	Interest Received	Beginning Market Value	Purchases/ Additions	Redemptions	Change in Value	Ending Market Value
Sub Totals For: Fund: Airport Fund				4,812.35	939,935.92	4,812.35	0.00	4,812.35	944,748.27
				4,812.35	939,935.92	4,812.35	0.00	4,812.35	944,748.27
Fund: Cemetery Permanent F									
10001	TXCLSS	CEM	11/01/2017	4.83	869.45	4.83	0.00	4.83	874.28
70006	874.28	2.678	/ /	4.83	869.45	4.83	0.00	4.83	874.28
10003	TXSTAR	CEM	11/01/2017	267.92	56,561.61	267.92	0.00	267.92	56,829.53
22880	56,829.53	2.294	/ /	267.92	56,561.61	267.92	0.00	267.92	56,829.53
10008	TXPOOL	CEM	11/01/2017	1.68	361.72	1.68	0.00	1.68	363.40
300007	363.40	2.412	/ /	1.68	361.72	1.68	0.00	1.68	363.40
10058	FHLBC	CEM	08/30/2021	1,250.00	1,000,000.00	0.00	0.00	0.00	1,000,000.00
3130ANNS5	1,000,000.00	0.500	08/28/2024	2,500.00	952,004.73	0.00	0.00	-25,777.67	926,227.06
Sub Totals For: Fund: Cemetery Permanent F				1,524.43	1,057,792.78	274.43	0.00	274.43	1,058,067.21
				2,774.43	1,009,797.51	274.43	0.00	-25,503.24	984,294.27
Fund: Fleet Replacement Fu									
10030	TXSTAR	FLEET	08/08/2018	1,034.54	218,425.72	1,034.54	0.00	1,034.54	219,460.26
20180	219,460.26	2.294	/ /	1,034.54	218,425.72	1,034.54	0.00	1,034.54	219,460.26
Sub Totals For: Fund: Fleet Replacement Fu				1,034.54	218,425.72	1,034.54	0.00	1,034.54	219,460.26
				1,034.54	218,425.72	1,034.54	0.00	1,034.54	219,460.26
Fund: General Fund									
10000	CNB	GEN	11/01/2017	0.30	12,232.94	0.30	0.00	0.30	12,233.24
60618	12,233.24	0.010	/ /	0.30	12,232.94	0.30	0.00	0.30	12,233.24
10002	TXSTAR	GEN	11/01/2017	8,108.97	1,731,693.11	8,108.97	88,239.44	-80,130.47	1,651,562.64
34440	1,651,562.64	2.294	/ /	8,108.97	1,731,693.11	8,108.97	88,239.44	-80,130.47	1,651,562.64
10004	TXPOOL	GEN	11/01/2017	19,547.15	9,786,144.54	2,872,816.79	10,549,238.51	-7,676,421.72	2,109,722.82
300003	2,109,722.82	2.412	/ /	19,547.15	9,786,144.54	2,872,816.79	10,549,238.51	-7,676,421.72	2,109,722.82

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Inv #	Issuer	Fund	Purch Date	Interest Accrual	Beginning Book Value				Ending Book Value
Cusip	Par Value	YTM	Mat Date	Interest Received	Beginning Market Value	Purchases/ Additions	Redemptions	Change in Value	Ending Market Value
10048	TXCLSS	GEN	01/22/2020	18,441.12	3,320,741.40	18,441.12	0.00	18,441.12	3,339,182.52
70008	3,339,182.52	2.678	/ /	18,441.12	3,320,741.40	18,441.12	0.00	18,441.12	3,339,182.52
10053	MIAMI	GEN	09/30/2020	942.62	1,000,000.00	0.00	0.00	0.00	1,000,000.00
59333NN90	1,000,000.00	0.480	04/01/2023	0.00	979,430.00	0.00	0.00	1,860.00	981,290.00
10054	HAWAII	GEN	10/29/2020	1,072.50	1,000,000.00	0.00	0.00	0.00	1,000,000.00
419792ZH2	1,000,000.00	0.428	10/01/2022	0.00	996,470.00	0.00	0.00	3,530.00	1,000,000.00
10056	FHLBC	GEN	06/28/2021	500.00	500,000.00	0.00	0.00	0.00	500,000.00
3130AMT85	500,000.00	0.400	06/28/2024	0.00	477,204.53	0.00	0.00	-11,847.72	465,356.81
10059	TNOTE	GEN	03/18/2022	312.50	985,841.88	0.00	0.00	3,578.43	989,420.31
91282CCK5	1,000,000.00	1.561	06/30/2023	0.00	972,773.00	0.00	0.00	-1,914.00	970,859.00
10060	TNOTE	GEN	03/18/2022	1,253.60	994,398.10	0.00	0.00	2,005.35	996,403.45
912828ZD5	1,000,000.00	1.303	03/15/2023	2,459.24	984,492.00	0.00	0.00	586.00	985,078.00
10061	TNOTE	GEN	03/28/2022	5,027.32	995,666.28	0.00	0.00	569.57	996,235.85
912828XT2	1,000,000.00	2.232	05/31/2024	0.00	982,734.00	0.00	0.00	-19,375.00	963,359.00
10064	TNOTE	GEN	04/18/2022	314.21	983,883.27	0.00	0.00	4,439.34	988,322.61
91282CCD1	1,000,000.00	1.913	05/31/2023	0.00	975,195.00	0.00	0.00	-1,250.00	973,945.00
10065	SANTCP	GEN	05/10/2022	0.00	987,101.67	0.00	0.00	5,571.11	992,672.78
80285QNW6	1,000,000.00	2.247	01/30/2023	0.00	982,148.00	0.00	0.00	4,343.00	986,491.00
10066	TNOTE	GEN	06/21/2022	4,375.00	972,563.34	0.00	0.00	3,457.77	976,021.11
9128286Z8	1,000,000.00	3.178	06/30/2024	0.00	976,875.00	0.00	0.00	-19,219.00	957,656.00
10067	CREDAG	GEN	07/18/2022	0.00	0.00	979,432.22	0.00	986,640.55	986,640.55
22533UPH0	1,000,000.00	3.597	02/17/2023	0.00	0.00	979,432.22	0.00	984,417.00	984,417.00
10068	TYCRPR	GEN	07/18/2022	0.00	0.00	976,891.67	0.00	984,266.67	984,266.67
8923A1QA2	1,000,000.00	3.681	03/10/2023	0.00	0.00	976,891.67	0.00	981,802.00	981,802.00

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Inv #	Issuer	Fund	Purch Date	Interest Accrual	Beginning Book Value				Ending Book Value
Cusip	Par Value	YTM	Mat Date	Interest Received	Beginning Market Value	Purchases/ Additions	Redemptions	Change in Value	Ending Market Value
Sub Totals For: Fund: General Fund				59,895.29	23,270,266.53	4,855,691.07	10,637,477.95	-5,747,581.98	17,522,684.55
				48,556.78	23,178,133.52	4,855,691.07	10,637,477.95	-5,815,178.49	17,362,955.03
Fund: General Capital Fund									
10029	TXSTAR	GENCAP	08/08/2018	0.00	0.00	0.00	0.00	0.00	0.00
20181	0.00	0.000	/ /	0.00	0.00	0.00	0.00	0.00	0.00
Sub Totals For: Fund: General Capital Fund				0.00	0.00	0.00	0.00	0.00	0.00
				0.00	0.00	0.00	0.00	0.00	0.00
Fund: Special Rev-Tax Incr									
10005	TXPOOL	SPECREV	11/01/2017	1,231.88	238,657.07	254,546.06	254,625.00	-78.94	238,578.13
300004	238,578.13	2.412	/ /	1,231.88	238,657.07	254,546.06	254,625.00	-78.94	238,578.13
Sub Totals For: Fund: Special Rev-Tax Incr				1,231.88	238,657.07	254,546.06	254,625.00	-78.94	238,578.13
				1,231.88	238,657.07	254,546.06	254,625.00	-78.94	238,578.13
Fund: Utility Fund									
10006	TXPOOL	UTIL	11/01/2017	5,920.33	1,144,700.64	46,472.83	0.00	46,472.83	1,191,173.47
300001	1,191,173.47	2.412	/ /	5,920.33	1,144,700.64	46,472.83	0.00	46,472.83	1,191,173.47
10047	TXCLSS	UTIL	01/22/2020	5,692.02	1,024,977.07	5,692.02	0.00	5,692.02	1,030,669.09
70007	1,030,669.09	2.678	/ /	5,692.02	1,024,977.07	5,692.02	0.00	5,692.02	1,030,669.09
Sub Totals For: Fund: Utility Fund				11,612.35	2,169,677.71	52,164.85	0.00	52,164.85	2,221,842.56
				11,612.35	2,169,677.71	52,164.85	0.00	52,164.85	2,221,842.56
Report Grand Totals:				226,947.33	54,237,112.97	10,583,202.29	14,427,569.39	-3,810,162.20	50,426,950.77
				216,858.82	54,096,984.69	10,583,202.29	14,427,569.39	-3,903,536.38	50,193,448.31

Portfolio TAYL

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**Meeder Public Funds
Patterson Group**

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Austin, Texas
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800.817.2442



City Council Meeting November 10, 2022 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 4
Agenda Title: Consider acceptance of TUF Program Asphalt Contract

Council Action to be taken: Consider acceptance of Asphalt Bid

Department Submitted: Public Works

Staff Contact: Jim Gray, Director of Public Works

1. PURPOSE/DESCRIPTION

The purpose of this agenda item is to consider the purchasing bids for the TUF program asphalt.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

These asphalt purchasing bids locks in the price for two vendors Vulcan Construction Materials \$232,400 and Brauntex Materials \$188,000, We can add more for the locked in price if needed. They supply cold mix asphalt that we use for the level-up and reclamation programs. We selected two suppliers to limit down time between deliveries.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• Locks in price of needed asphalt for a year term • Insures a ready supply of needed asphalt	• If oil prices drop, we will consider bidding again.

4. RECOMMENDATION

Staff recommends accepting the yearly asphalt purchasing contracts

5. FUNDING SOURCE

TUF fund

6. TIMELINE

FY 2022 - 2023

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

N/A

8. ATTACHMENTS

- 4a. [Bid # 2023-1 Bid Tabulation Sheet](#)
- 4b. [Bid # 2023-1 Vulcan Construction Materials Bid Docs](#)
- 4c. [Bid # 2023-1 Brauntex Materials Bid Docs](#)
- 4d. [TUF Asphalt Bids Power Point](#)

Bid Tabulation Sheet

Bid # 2023-1 Hot Mix/Cold Lay Asphalt

Opening: 10/27/2022 @ 2:00pm

Vulcan Construction Materials

- | | | | |
|-----------|---|----------------------------------|---------------------|
| 1. | LRA TY 1 Gr D Plus Asphalt
Estimated yearly qty. 2000 tons on an as needed basis | \$116.20/Ton
+ Fuel Surcharge | \$ 232,400.00 Total |
| 2. | HMCL Type D Asphalt
Estimated yearly qty. 2000 tons on an as needed basis | \$___N/B___/Ton | \$_____Total |
| Total Bid | | | \$232,400.00 |

Brauntex Materials

- | | | | |
|--------------|---|-----------------|--------------------|
| 1. | LRA TY 1 Gr D Plus Asphalt
Estimated yearly qty. 2000 tons on an as needed basis | \$___N/B___/Ton | \$_____Total |
| 2. | HMCL Type D Asphalt
Estimated yearly qty. 2000 tons on an as needed basis | \$ 94.00/Ton | \$188,000.00 Total |
| Total Bid \$ | | | 188,000.00 |



Bid Number: 2023-1
Bid Title: Hot Mix/Cold Lay Asphalt
Bid Start Date: 10/09/2022
Questions: 10/19/2022 @ 5:00pm
Bid Closing Date: 10/27/2022 @ 2:00pm

Bid Contact: Sabrina Schmidt
Purchasing Agent
512-309-6182
Sabrina.schmidt@taylortx.gov

Department Contact: Brett Bachmeyer
Streets Supervisor
512-352-5818
brett.bachmeyer@taylortx.gov

Questions: Questions pertaining to the Asphalt bid must be sent in writing to the Department contact's email listed above by 10/19/2022 @ 5:00pm.

Contract Duration: 12-month contract to begin upon acceptance from the City Council, the City of Taylor will issue a purchase order for the following bid based on the bid pricing.

Contract Renewal: Optional 3 annual renewals, upon agreement with the City of Taylor. (Any price increase associated with annual renewal must be justified by information related to the CPI index or other vendor cost increases.) Annual renewals are predicated on sufficient budgetary allocation by City Council for the renewal of the awarded contract. Any provision of this to this request for bids to the contrary notwithstanding, City Council shall be under no obligation to make such budgetary allocation.

Standard Disclaimer: The right is reserved to accept or reject all or part of the bid, and to accept the offer considered most advantageous to the city by item or total bid. The City of Taylor will award to the lowest responsible bidder or bidders who provides goods or services at the best value to the city.

Company Name Vulcan Construction Materials, LLC

City of Taylor
Bid Number: 2023-1
Bid Title: Hot Mix/Cold Lay Asphalt

Bid Information:

1. Company Information Sheet.
2. Pricing sheet.
3. Specifications.
4. Certificate of Insurance must be included with bid documents. (See attached example)
5. Completed W9 to be returned with bid.
6. City of Taylor purchasing rider attached.
7. HB 1295 information, Conflict of Interest Questionnaire, and Compliance with SB 13 & SB 19 attached.
8. Interlocal Cooperative Contracting "piggyback" form attached.

All documents herein and attached are required to be completed and returned with the bid response.

All documents and specifications may ONLY be downloaded @ <https://www.bidnetdirect.com/texas>. It is the bidder's responsibility to check the site for the issuance of any addendums.

Company Name: Nolan Construction Materials, LLC

City of Taylor
Bid Number: 2023-1
Bid Title: Hot Mix/Cold Lay Asphalt

Tax ID No: 63-1211833
Legal Business Name: Vulcan Construction Materials, LLC
Address: 1010 Reunion Place, Ste 500
City State & Zip: San Antonio, TX 78216
Contact: Julia Farrar
Telephone: (210) 465-0419
Business Entity Type: Corp
Email Address: farrarj@vmmail.com
Authorized Signature: 
Printed Name: Julia Farrar
Title: Analyst

"By signature heron affixed, the bidder hereby certifies that neither the bidder nor the entity represented by the bidder, or anyone acting for such entity has violated the antitrust laws of this State, codified in section 15.01 et seq., Texas Business and Commerce Code, or Federal Antitrust laws, nor communicated directly or indirectly, the bid made to any competitor, or any other person engaged in such line of business."

Bids maybe submitted by mail or hand delivered to the City of Taylor, Attn: Purchasing, 400 Porter St., Taylor, TX 76574.

Prior to 2:00 on October 27, 2022.

Envelopes must be clearly marked with the Bid Number, Attn: Purchasing, bid title, date, and time of bid opening on the outside of the envelope along with the bidder's Company name.

Pricing Sheet:

1. LRA TY 1 Gr D Plus Asphalt
Estimated yearly qty. 2000 tons on an as needed basis

\$ 116.20 /Ton \$ 232,400 Total

* Fuel Surcharge will be applied

2. HMCL Type D Asphalt
Estimated yearly qty. 2000 tons on an as needed basis

\$ NB /Ton \$ NB Total

Total Bid \$ 232,400

These are estimated quantities only, the City of Taylor may wish to increase/decrease the amount of asphalt that is needed.

The city may award the bid to multiple vendors.

material price : \$70

Freight price : \$46.20

Delivered price: \$116.20

*plus Fuel Surcharge

Company Name: Vulcan Construction Materials, LLC

Truck Fuel Surcharge

As we start the 2022 year, our industry continues to work through many different challenges. One of the major challenges we are facing is the availability and rising costs of trucking. Accordingly, we are implementing the below trucking fuel surcharges that will go into effect March 1, 2022 for Texas.

The fuel surcharge will go into effect when the price of on-road diesel surpasses the \$3.24 mark on the EIA Gulf Coast PADD 3 index. The freight rate will be increased by 1% for every \$.10 move in the price of fuel, starting at \$3.25 per gallon. The surcharge will be updated on the last Tuesday of every month.

Note: The fuel surcharge will be a 100% pass through to the hauler

To check the current price please go to <http://www.eia.gov/petroleum/gasdiesel> and check the Gulf Coast region table.

SWD Fuel Surcharge Table					
Fuel Price					
\$3.25 - \$3.34	1%	\$4.75 - \$4.84	16%	\$6.25 - \$6.34	31%
\$3.35 - \$3.44	2%	\$4.85 - \$4.94	17%	\$6.35 - \$6.44	32%
\$3.45 - \$3.54	3%	\$4.95 - \$5.04	18%	\$6.45 - \$6.54	33%
\$3.55 - \$3.64	4%	\$5.05 - \$5.14	19%	\$6.55 - \$6.64	34%
\$3.65 - \$3.74	5%	\$5.15 - \$5.24	20%	\$6.65 - \$6.74	35%
\$3.75 - \$3.84	6%	\$5.25 - \$5.34	21%	\$6.75 - \$6.84	36%
\$3.85 - \$3.94	7%	\$5.35 - \$5.44	22%	\$6.85 - \$6.94	37%
\$3.95 - \$4.04	8%	\$5.45 - \$5.54	23%	\$6.95 - \$7.04	38%
\$4.05 - \$4.14	9%	\$5.55 - \$5.64	24%	\$7.05 - \$7.14	39%
\$4.15 - \$4.24	10%	\$5.65 - \$5.74	25%	\$7.15 - \$7.24	40%
\$4.25 - \$4.34	11%	\$5.75 - \$5.84	26%	\$7.25 - \$7.34	41%
\$4.35 - \$4.44	12%	\$5.85 - \$5.94	27%	\$7.35 - \$7.44	42%
\$4.45 - \$4.54	13%	\$5.95 - \$6.04	28%	\$7.45 - \$7.54	43%
\$4.55 - \$4.64	14%	\$6.05 - \$6.14	29%	\$7.55 - \$7.64	44%
\$4.65 - \$4.74	15%	\$6.15 - \$6.24	30%	\$7.65 - \$7.74	45%

If you have questions or concerns about existing projects or bids, please contact your local sales representative.

Paul Madewell
Director of Transportation
Statewide Transport LLC.
Vulcan Logistics

1. SPECIFICATIONS FOR DMS-9210 LIMESTONE ROCK ASPHALT TYPE 1 LRA MIXTURES:

TXDOT – DMS-9210 LRA Ty D Plus

SIEVE SIZE _____ State Master (Percent Passing) _____

3/8" (9.5 mm)	100	100
1/4" (6.3 mm)	95-100	99.3
#4 (4.75 mm)	75-90	84.0
#10 (2.00 mm)	35-50	42.5
Bitumen %	6.5-11.0	7.3

Hveem Stability - 44
Laboratory-Molded Density - 90.0

2. HMCL TYPE D - HOT MIX/COLD LAY ASPHALT

DMS-9210**Limestone Rock Asphalt***Effective Date: May 2019***1. DESCRIPTION**

This specification governs the production, quality control, and quality assurance of native limestone rock asphalt (LRA) aggregate used for surface treatments, and of cold mixed material consisting of native LRA aggregate, fluxing material, water, and when specified, additives and virgin aggregates.

2. MATERIALS

2.1. LRA Aggregates for Surface Treatments. Provide LRA aggregates for surface treatments of the type, grade, and surface aggregate classification (SAC) shown on the plans or purchase order in accordance with the material requirements of Item 302, "Aggregates for Surface Treatments."

2.2. Type I LRA and Type II LRA Mixtures. Type I LRA mixture consists entirely of native LRA aggregate, flux material, water, and additives. Type II LRA mixture consists of a blend of native LRA aggregate, virgin aggregates, fluxing material, additives, and water.

Provide LRA mixtures of the type, grade, and SAC shown on the plans or purchase order and in accordance with the following requirements.

2.3. Aggregate. Furnish aggregates from sources that conform to the requirements shown in Table 1A or Table 1B and as specified in this Section, unless otherwise shown on the plans. Provide aggregate stockpiles that meet the definition in this Section for either a coarse aggregate or fine aggregate. Supply mechanically crushed gravel or stone aggregates that meet the definitions in Tex-100-E. Materials and Tests Division (MTD) will designate the plant or the quarry as the sampling location. Samples must be from materials produced for the project. The Engineer will establish the SAC and MTD will perform Los Angeles abrasion, magnesium sulfate soundness, and Micro-Deval tests. Perform all other aggregate quality tests listed in Table 1A or Table 1B and document all test results. MTD may run tests on independent or split samples to verify Contractor test results. Stockpile aggregates for each source and type separately.

2.3.1. Coarse Aggregate. Coarse aggregate stockpiles must have no more than 20% material passing the No. 10 sieve. Provide aggregates from sources listed in the Department's [Bituminous Rated Source Quality Catalog \(BRSQC\)](#). Provide non-listed sources only when tested by MTD and approved before use. Allow 30 calendar days for MTD to sample, test, and report results for non-listed sources.

Provide coarse aggregate with a minimum SAC as shown on the plans. SAC requirements apply only to aggregates used on the surface of travel lanes, unless otherwise shown on the plans. The SAC for sources on the Department's Aggregate Quality Monitoring Program (AQMP) is listed in the BRSQC.

When a Type II LRA mixture is specified, Class B aggregate may be blended with Class A aggregate to meet requirements for Class A materials. When blending Class A and B aggregates to meet a Class A requirement, ensure that at least 50% by weight or volume of the material retained on the No. 4 sieve comes from the Class A aggregate source. Blend virgin aggregate with native LRA aggregate in the percentages shown in Table 4. When blending, do not use Class C aggregates.

2.3.2. LRA Aggregate. Native LRA aggregate consists of limestone impregnated with naturally occurring asphalt. LRA aggregates that contain less than 1% of naturally occurring asphalt are defined as white rock. Each

aggregate source proposed for use will be sampled and tested to determine compliance with Table 1A or Table 1B requirements before the addition of fluxing material, additives, and water.

2.3.3. **Virgin Aggregate.** Provide virgin aggregates that meet the requirements of Table 1A or Table 1B. Each aggregate source proposed for use will be sampled and tested to determine compliance with Table 1A or Table 1B requirements before the addition of fluxing material, additives, and water.

2.3.4. **Fine Aggregate.** Fine aggregate stockpiles must have no more than 30% material retained on the No. 10 sieve. Supply fine aggregates that are free from organic impurities. MTD may test the fine aggregate in accordance with Tex-408-A to verify that the material is free from organic impurities. Use only fine aggregates generated by the production and handling of LRA or the virgin coarse aggregate. Use LRA fine aggregate that has a naturally impregnated bitumen content of 5.0 to 8.5% when tested in accordance with Tex-236-F.

If 10% or more of the stockpile is retained on the No. 4 sieve, test the stockpile and verify that it meets the requirements in Table 1B for Coarse Aggregate Angularity (Tex-460-A) and Flat and Elongated Particles (Tex-280-F).

Table 1A
Aggregate Quality Requirements for LRA Used in Surface Treatments (Item 302)

Property	Test Method	Native LRA Aggregate Requirement
SAC	AQMP	As shown on the plans
Deleterious material ¹ , %, Max	Tex-217-F, Part I	2.0 ¹
Decantation, %, Max	Tex-406-A	1.5
Flakiness index, Max	Tex-224-F	17 ²
Los Angeles abrasion, %, Max	Tex-410-A	40 ²
Magnesium sulfate soundness, 5 cycles, %, Max	Tex-411-A	25
Micro-Deval abrasion ³ , %, Max	Tex-461-A	Note 3
Naturally impregnated bitumen content, total combined gradation, % by weight	Tex-236-F	4.0–7.0
White rock count ⁴ , % by weight	Tex-220-F	15–35

1. Deleterious material includes iron pyrites.
2. Unless otherwise shown on the plans.
3. Not used for acceptance purposes. Used by MTD as an indicator of the need for further investigation.
4. White rock count applies to aggregate retained on the #4 sieve.

Table 1B
Aggregate Quality Requirements for LRA Used in Mixtures (Item 330)

Aggregate Quality Requirements for LRA Used in Mixtures (Item 330)			
Property	Test Method	Requirement	
		Native LRA Aggregate	Virgin Aggregate
Coarse Aggregate			
SAC	AQMP	As shown on the plans	A
Deleterious material, %, Max	Tex-217-F, Part I	1.5	1.5
Decantation, %, Max	Tex-406-A	N/A	1.5
Micro-Deval abrasion, %, Max	Tex-461-A	Note 1	Note 1
Los Angeles abrasion, %, Max	Tex-410-A	40 ²	25
Magnesium sulfate soundness, 5 cycles, %, Max	Tex-411-A	30	25
Coarse aggregate angularity, 2 crushed faces, %, Min	Tex-460-A, Part I	N/A	85 ³
Flat and elongated particles @ 5:1, %, Max	Tex-280-F	N/A	10
Combined Aggregate ⁴			
Naturally impregnated bitumen content, total combined gradation, % by weight	Tex-236-F	5.0–8.5	N/A

1. Not used for acceptance purposes. Used by MTD as an indicator of the need for further investigation.
2. Unless otherwise shown on the plans.
3. Unless otherwise shown on the plans. Only applies to crushed gravel.
4. Aggregates, without added mineral filler or additives, combined as used in the job mix formula (JMF).

- 2.4. **Fluxing Material.** Provide fluxing material, composed of flux oil (a blend of asphalt and oil) or a blend of flux oil and aromatic oil, meeting the requirements of Table 2. When required by MTD, provide a test report showing that the fluxing material meets the requirements of Table 2. Use fluxing material in the paving mixture to provide materials that remain workable in a stockpile for at least 6 mo.

Table 2
Fluxing Material Properties

Property	Material	Flux Oil		Aromatic Oil	
	AASHTO or ASTM Test Procedure	Min	Max	Min	Max
Kinematic viscosity, 140°F, cSt	T 201	60	200	–	150
Loss on heating, % by weight	D 6/6M	–	10	–	12
Water, %	D 95	–	0.2	–	0.2
Flash point, C.O.C., °F	T 48	200	–	135	–

- 2.5. **Water.** Provide water that meets the requirements of Item 204, "Sprinkling."
- 2.6. **Additives.** When shown on the plans, use the type and rate of additive specified. Other additives may be used, when necessary, to meet the requirements of this Specification. Approved additives must be listed in the Quality Control Plan (QCP) as specified in Section 4.3 of this Specification.
- Other additives, if used, may not adversely affect the LRA material's stockpile life, unless otherwise directed. If other additives are used, produce a demonstration stockpile of at least 100 tons of LRA material at the LRA production sight and allow to sit for at least 6 mo. to demonstrate that the additive has not adversely affected stockpile life, unless otherwise directed.
- If lime is specified or selected for use as an antistripping agent, add only to the virgin aggregate in accordance with Item 301, "Asphalt Antistripping Agents." If a liquid antistripping agent is used, add in accordance with Item 301. Do not add lime directly into the mixing drum of any plant where lime is removed

through the exhaust stream, unless the plant has a baghouse or dust collection system that re-introduces the lime back into the drum.

- 2.7. **Precoating.** When shown on the plans, precoat aggregate uniformly and adequately with asphalt material to the satisfaction of the Engineer. When shown on the plans, specific aggregates may be prohibited from being precoat. Do not precoat LRA aggregate that contains visual surface moisture or excessive quantities of fines. Meet the requirements of Tables 2 and 3 before precoating. Furnish precoat aggregate that spreads uniformly using approved mechanical spreading equipment.

The Engineer will reject precoat aggregate that contains more than 0.5% passing the No. 40 sieve as determined by Tex-200-F, Part I.

- 2.7.1. **Asphalt Material.** Precoat the aggregates with asphalt material that meets the requirements of Item 300, "Asphalts, Oils, and Emulsions." Precoat the LRA with flux oil meeting the requirements of Item 330, "Limestone Rock Asphalt Pavement." Unless a specific precoat material is specified on the plans, use any asphalt material that meets the requirements of Item 300.

3. EQUIPMENT

- 3.1. **Field Office and Inspection Laboratory.** Field office and inspection laboratory furnishings and equipment will be subject to approval. As directed, maintain, repair, or replace the building and equipment immediately, if either the building or equipment becomes inadequate for its intended use. Provide a field office and inspection laboratory with the following:
- controlled access with security measures controlled by MTD,
 - unrestricted internet access,
 - ceilings at least 8 ft. high,
 - square footage as approved by MTD,
 - adequate heating, ventilation, and air conditioning system,
 - adequate electrical outlets,
 - a sink with hot and cold running water,
 - windows,
 - impervious floor covering,
 - enough ventilation for testing equipment, and
 - restroom facilities that include:
 - a flush toilet,
 - a sink with hot and cold running water,
 - a sewer or septic tank with connections, and
 - adequate restroom supplies.
- 3.2. **Mixing Equipment.** Provide required or necessary equipment in accordance with Item 320, "Equipment for Asphalt Concrete Pavement." Use either weigh-batch or continuous mixing plants to produce pre-coated LRA aggregates, Type I LRA mixture, or Type II LRA mixture. The following requirements are modifications or additions to those in Item 320.
- 3.2.1. **Weigh-Batch Plants.**
- 3.2.1.1. **Screening and Proportioning.** Provide a enough number of bins and screens to adequately proportion the materials.
- 3.2.1.2. **Fluxing Material Measuring System.** Provide a fluxing material measuring device in the fluxing material line leading to the mixer to accurately determine the accumulated amount of fluxing material. Make permanent provisions for checking the accuracy of the meter output. Provide scales to hold and weigh flux for one batch.

- 3.2.1.3. **Other Liquid Additive Measuring System (Except Liquid Antistripping Agents).** Provide a liquid additive metering device leading to the mixer to accurately determine the accumulated amount of liquid additive.
- 3.2.1.4. **Mixer.** Equip the mixer with a spray bar that will distribute the fluxing material quickly and uniformly throughout the mixer.
- 3.2.2. **Continuous Mixing Plants.**
- 3.2.2.1. **Screening and Proportioning.** Provide enough number of bins and screens to adequately proportion the materials. These requirements also apply to stockpiled material proposed for direct use by a continuous mixing plant without the use of plant bins.
- 3.2.2.2. **Fluxing Material Measurement System.** Place a fluxing material measuring device in the fluxing material line leading to the mixer to accurately determine the accumulated amount of fluxing material. Make permanent provisions for checking the accuracy of the meter output.
- 3.2.2.3. **Other Liquid Additive Measuring System (Except Liquid Antistripping Agents).** Provide a liquid additive metering device leading to the mixer to accurately determine the accumulated amount of liquid additive.
- 3.2.2.4. **Mixer.** Provide a continuous type mixer large enough to produce not less than 40 tons of mixture per hr. Equip the mixer with a spray bar that will distribute the fluxing material quickly and uniformly throughout the mixer.

4. CONSTRUCTION

- 4.1. **Certification.** Provide a Level IA certified specialist by the Department-approved hot-mix asphalt certification program at the plant during production operations to conduct all sampling and testing.
- 4.2. **Reporting.** Use Department-provided software to record and calculate all test data.
- 4.2.1. **Production Testing.** MTD and the Producer will provide test results to the other party within two working days of performing all required testing. MTD and the Producer will immediately report to the other party any test result that requires production to be suspended or that fails to meet the specification requirements of Item 302 or Item 330. Use the approved communication method (e.g., email, paper copy) to submit test results to MTD. MTD may suspend production if test results are not received within two working days of performing all required testing. The Producer may, at its own risk, ship material before completing and reporting all required testing and information to MTD. Notify MTD each time this occurs and immediately provide shipment information specified in Section 4.2.2. Replace material that does not meet the requirements listed in Tables 1b, 2, 3, 4, 5, and 6, shipped at own risk.

Use the procedures described in Tex-233-F to plot the results of all quality control and quality assurance testing. Update the control charts as soon as test results become available. Make the control charts readily accessible at the field laboratory. MTD may suspend production for failure to update control charts.

- 4.2.2. **Shipment Information.** Use Department-provided software to report shipment information to include the following:
- shipment date,
 - Control-Section-Job (CSJ) number,
 - project number,
 - requisition or purchase order and Item numbers,
 - maintenance contract numbers,
 - district,
 - county,

- highway,
- contractor,
- delivery destination,
- material type,
- material quantity, and
- railcar numbers, if shipped by rail.

The Producer will provide this information within one working day of shipment. Perform the quality control of LRA according to the production testing frequency established in this Specification. The Department will perform quality assurance. MTD may suspend production for failure to report shipment information.

- 4.3. **Quality Control Plan (QCP).** Develop a QCP and submit a written QCP to MTD for approval before the beginning of production. Follow the QCP in detail. Obtain approval from MTD for changes to the QCP made during production. MTD may suspend operations if the Contractor fails to provide or comply with the QCP.

Include the following items in the QCP for LRA surface treatment aggregate and LRA mixtures as appropriate.

- 4.3.1. **Project Personnel.** For project personnel, include:

- a list of individuals responsible for quality control with authority to take corrective action and
- contact information for each individual listed.

- 4.3.2. **Material Delivery and Storage.** For material delivery and storage, include:

- the sequence of material processing, delivery, and minimum quantities to assure continuous plant operations;
- aggregate stockpiling procedures to avoid contamination and segregation;
- frequency, type, and timing of LRA and aggregate stockpile testing to assure conformance of material requirements before mixture production;
- flux oil for use in the LRA mixture;
- aromatic oil for use in the LRA mixture; and
- additive for use in the LRA mixture.

- 4.3.3. **Production.** For production, include:

- loader operation procedures to avoid contamination in cold bins;
- the number of bins and the aggregate size to be placed in each bin for each type of LRA mixture produced;
- procedures for calibrating and controlling cold feeds;
- procedures to eliminate debris and oversized material;
- procedures for adding and verifying rates of each applicable mixture component (i.e., LRA, white rock, aggregates, flux oil, additives) to minimize the formation of flux balls;
- procedures for LRA mixture testing to assure conformance of material requirements during production;
- procedures for reporting job control test results; and
- procedures to avoid segregation in the silo.

- 4.4. **Mixture Design.**

- 4.4.1. **Mixture Properties.** Provide completed LRA mixtures meeting the requirements of Tables 3, 4, and 5 for the Type, Grade, and SAC shown on the plans or purchase order.

Table 3
Master Grading per Tex-200-F, Part I, % Cumulative Retained by Weight

Sieve Size	Type I						Type II			
	Grade						Grade			
	AA Coarse Base	A Medium Base	B Fine Base	C Coarse Surface	CC Medium Surface	D Fine Surface	BS Surface	CS Medium Surface	DS Fine Surface	FS Thin Surface
1-1/2"	0	—	—	—	—	—	—	—	—	—
1-1/4"	0–10	—	—	—	—	—	—	—	—	—
1"	—	0	—	—	—	—	—	—	—	—
7/8"	15–30	0–10	—	—	—	—	—	—	—	—
3/4"	—	—	—	—	—	—	0	—	—	—
5/8"	—	5–15	0	—	—	—	0–2	0	—	—
1/2"	—	—	0–2	0	0	—	0–10	0–2	0	—
3/8"	25–45	25–35	5–15	0–2	0–2	0	10–25	0–10	0–2	0
1/4"	—	—	—	—	—	0–5	—	—	—	—
#4	45–60	50–60	45–60	35–50	35–50	10–25	40–55	35–55	10–25	0–15
#10	60–75	65–75	60–75	65–80	50–65	50–65	60–75	60–75	50–65	35–60

Table 4
Mixture Components % by Weight

	Mixture Component						Type II		Type II	
							Grade		Grade	
	AA Coarse Base	A Medium Base	B Fine Base	C Coarse Surface	CC Medium Surface	D Fine Surface	BS Surface	CS Medium Surface	DS Fine Surface	FS Thin Surface
White rock ¹	N/A	15–35	15–35	15–35	15–35	15–35	15–35	15–35	15–35	N/A
LRA	96–98	96–98	96–98	96–98	96–98	96–98	72–80.5	72–80.5	72–80.5	36.5–63.5
Virgin aggregate	N/A	N/A	N/A	N/A	N/A	N/A	18–25	18–25	18–25	35–60
Flux Material	1.0–4.0	1.0–4.0	1.0–4.0	1.0–4.0	1.0–4.0	1.0–4.0	1.0–3.0	1.0–3.0	1.0–3.0	1.0–3.5

1. White rock values are given as a percentage of total LRA aggregate.

4.4.2.

Job-Mix Formula for LRA Mixtures. Provide a job-mix formula (JMF) design report for a paving mixture that meets the requirements of Tables 3, 4, and 5. Identify in the report the combined aggregate gradation, the percentage of each material component used in the mixture, and results of all applicable tests. Obtain approval of the JMF before starting production. With approval, the JMF target values may be adjusted as needed within the percentage point tolerances of Table 6 without a laboratory redesign of the mixture. If the adjustments exceed the tolerances shown in Table 6, MTD may require a new mixture design. Adjustments must not exceed the master gradation for the type of mixture specified on the plans.

Table 5
Mixture Properties

Property	Test Method	Requirement
Hveem stability, Min	Tex-208-F	35 ¹
Laboratory-molded density, %	Tex-207-F	90.0 ± 2.0
Theoretical maximum specific gravity of bituminous mixtures	Tex-227-F	N/A
Bitumen content, % by weight	Tex-236-F	6.5–11.0
Water and light hydrocarbon volatiles, %, Max	Tex-212-F, Part II	6.0
Boil test, %	Tex-530-C	10 ²
Cantabro loss, %, Max	Tex-245-F	15.0

1. Cease operations if two consecutive tests fail. MTD may waive this requirement if other information indicates that the next material to be produced will meet the minimum value specified.
2. May be increased or waived when directed by MTD.

Table 6
Deviations from Current JMF Target Values

Material	Test Method	Tolerance
Individual % retained for #10 sieves and larger	Tex-200-F, Part I	±5.0
Individual % retained for sieves smaller than #10 and larger than #200		±3.0
% passing the #200 sieve		±2.0
Fluxing material, %	Determined from quantity used	±0.2

- 4.5. **Weather Conditions.** Produce LRA mixture for Item 330 when the air temperature is 40°F or higher, unless otherwise approved. Precoat aggregate for Item 302 when the air temperature is 50°F and rising, unless otherwise approved.
- 4.6. **Production Operations.** All plant facilities and materials used are subject to inspection or testing by MTD at any time during production or use. Provide safe access for Department personnel to perform inspection and sampling. Quality control is solely the responsibility of the Producer, and the Department will not perform quality control for the Producer.
- 4.6.1. **Stockpiling of LRA.** Provide a smooth and well-drained area, cleared of trash, weeds, and grass. Stockpile, handle, and load LRA in a manner that will minimize aggregate degradation and segregation. Avoid contamination and mixing of stockpiles. MTD may reject stockpiled materials that come in contact with the earth or other objectionable material.
- 4.7. **Production Acceptance.**
- 4.7.1. **Production Sampling.** Obtain LRA samples at the plant in accordance with Tex-222-F. The sampler will split each sample into two equal portions in accordance with Tex-200-F and label these portions as "Producer" and "MTD." Deliver the samples to the appropriate party's laboratory. Discard unused samples after acceptance of MTD test results.
- 4.7.2. **Production Testing.** The Producer and MTD must perform production tests in accordance with Tables 7 and 8. Perform production testing in accordance with Table 7 for LRA used for surface treatments. Perform production testing in accordance with Table 8 for LRA mixtures. The Producer has the option to verify MTD's test results on split samples provided by the Producer or MTD.

Unless otherwise directed, MTD will suspend production and cease shipping of materials if the Producer fails to comply with the production testing frequency listed in Tables 7 and 8. Immediately take corrective action if any test result fails to meet the material requirements of Item 302 and this Specification. MTD may suspend production, cease shipping of materials, and require removal of any material transported to a railcar if test results from any two consecutive tests of the same property listed in Tables 7 and 8 fail to meet the material requirements.

Table 7
Production Testing Frequency for LRA Used for Surface Treatments (Item 302)

Description	Test Method	Minimum Producer Testing Frequency	Minimum MTD Testing Frequency ¹
Gradation Cumulative % retained	Tex-200-F, Part I	Combined aggregate sample ²	
		1 per 300 tons	1 per 3,000 tons
		Precoated aggregate	
		1 per 1,200 tons	1 per 10,000 tons
Deleterious Material	Tex-217-F, Part I	1 per month, per aggregate (per grade)	1 per month, per aggregate (per grade)
Decantation	Tex-406-A	1 per month, per aggregate (per grade)	1 per month, per aggregate (per grade)
White rock count	Tex-220-F	1 per 600 tons, per aggregate (per grade)	1 per 6,000 tons, per aggregate (per grade)
Flakiness index	Tex-224-F	1 per month, per aggregate (per grade)	1 per month, per aggregate (per grade)
Naturally impregnated bitumen content, % by wt. for combined aggregate	Tex-236-F	1 per 600 tons	1 per 5,000 tons
Micro-Deval abrasion	Tex-461-A	1 per week, per aggregate (per grade)	1 per month
Unit weight	Tex-404-A	1 per 20,000	1 per 20,000

1. MTD may reduce or waive the sampling and testing requirements based on a satisfactory test history.
2. Combined aggregate sample may contain LRA, white rock, and/or virgin aggregate depending on the grade/type.

Table 8
Production Testing Frequency for LRA Used in Mixtures (Item 330)

Description	Test Method	Minimum Producer Testing Frequency	Minimum MTD Testing Frequency ¹
Cumulative % retained (combined aggregate sample ²)	Tex-200-F, Part I	1 per 300 tons	1 per 3,000 tons
Laboratory-molded density	Tex-207-F	1 per week, per mix type ³	1 per week, per randomly selected mix type ⁴
Hveem stability	Tex-208-F	1 per week, per mix type ^{3, 5}	1 per week, per randomly selected mix type ⁴
Moisture content	Tex-212-F, Part II	1 per week, per mix type	1 per week, per selected mix type ⁴
Deleterious material	Tex-217-F, Part I	1 per month, per aggregate (per grade)	1 per month, per aggregate (per grade)
Decantation	Tex-406-A	1 per month, per aggregate ⁶ (per grade)	1 per month, per aggregate ⁶ (per grade)
White rock count	Tex-220-F	1 per day, per mix type	1 per week, per mix type
Flakiness index	Tex-224-F	1 per month, per aggregate (per grade)	1 per month, per aggregate (per grade)
Theoretical maximum specific (Rice) gravity	Tex-227-F	1 per week, per mix type ³	1 per week, per randomly selected mix type ⁴

Description	Test Method	Minimum Producer Testing Frequency	Minimum MTD Testing Frequency ¹
Naturally impregnated bitumen content, % by weight for LRA material passing the #10 sieve	Tex-236-F	1 per day	1 per week
Naturally impregnated bitumen content, % by weight for LRA combined aggregate	Tex-236-F	1 per 600 tons	1 per 5,000 tons
Micro-Deval abrasion	Tex-461-A	1 per week, per mix type ³	1 per month
Unit weight	Tex-404-A	1 per 20,000	1 per 20,000
Kinematic viscosity, 1,400°F, cSt	AASHTO T 201	1 per month	1 per month
Heat loss test	ASTM D 6/6M	1 per month	1 per month

1. MTD may reduce or waive the sampling and testing requirements based on a satisfactory test history.
2. Combined aggregate sample may contain LRA, white rock, and/or virgin aggregate depending on the mixture type.
3. Minimum production of 100 tons required before performing test.
4. Mix type randomly selected by MTD at the plant.
5. Deliver molds used to determine laboratory-molded density to MTD for Hveem Stability testing.
6. Decantation is performed on virgin aggregate only that is added to LRA mixtures.

5. ARCHIVED VERSIONS

Archived versions are available.

City of Taylor Insurance Requirements

Bidder/Proposer performing work on City property or public right-of-way for the City of Taylor shall provide the City a certificate of insurance evidencing the coverage provisions identified herein. Bidder/Proposer shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverage as required herein or that the subcontractors are included under the contractor's policy. The City, at its own discretion, may require a certified copy of the policy.

All insurance companies and coverage must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of Taylor.

Listed below are the types and amounts of insurance required. The City reserves the right to amend or require additional types and amounts of coverage or provisions depending on the nature of the work.

Type of Insurance	Amount of Insurance	Provisions
Commercial General (Public) Liability to include coverage for: Premises/Operations	1,000,000 per occurrence, 2,000,000 general aggregate	City to be listed as additional insured and provide 30-days notice of cancellation or material change in coverage
Products/ Completed Operations	2,000,000 combined single limit	City to be provided a waiver of subrogation
Independent Contractors		
Personal Injury		City prefers that insurer be rated B+V1 or higher by A.M. Best or A or higher by Standard & Poors
Contractual Liability		
Business Auto Liability	1,000,000 combined single limit	City to be provided a waiver of subrogation
Workers' Compensation & Employers Liability	Statutory Limits 1,000,000 each accident	City to be provided a waiver of subrogation

Questions regarding this insurance should be directed to the City of Taylor (512)309-6182 A contract will not be issued without evidence of Insurance.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Vulcan Materials Company

2 Business name/disregarded entity name, if different from above

Vulcan Construction Materials, LLC

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

P.O. Box 385014

1200 Urban Center Drive 35242

6 City, state, and ZIP code

Birmingham, AL 35238-5014

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

2 0 - 8 5 7 9 1 3 3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

K. Helms

Date ► 1/4/2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

**CONTRACT AND PURCHASING RIDER
FOR THE CITY OF TAYLOR, TEXAS**
(Version October 27, 2021)

By submitting a response to a solicitation or bid, or by entering into a contract for goods or services and/or by accepting a purchase order, the contracting party identified below agrees that the below terms and conditions shall govern all agreements with the City unless otherwise agreed to by a specifically executed provision within the contract and if permissible by law. Absent a specifically executed provision, the below terms are BINDING and SUPERSEDE any and all other terms and/or conditions whether oral or written.

1. Application. This Governmental Rider applies to, is part of, and takes precedence over any conflicting provision in or attachment to the Contract (Contract) (attached hereto) of Nullan Construction Materials, LLC, (Vendor). The Contract involved in this Rider is described as follows:

Title of Contract:

2. Payment Provisions. The City's payments under the Contract, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code. City reserves the right to modify any amount due to contractor presented by invoice to the city if necessary to conform the amount to the terms of the contract.

3. Multiyear Contracts. If the City's city council does not appropriate funds to make any payment for a fiscal year after the City's fiscal year in which the contract becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution). It is understood and agreed the City shall have the right to terminate the agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to continue the contract, as determined by the City's budget for the fiscal year in question. The City may execute such termination by giving contractor a written notice of termination at the end of its then current fiscal year.

4. Best Value Determination. All competitive bids or proposals received shall be evaluated based on the best value for the City. Best value shall be determined any relevant criteria specifically listed in the solicitation and by considering all or part of the criteria listed below:

- a. Bid price.
- b. Reputation of the bidder and of bidder's goods and services.
- c. The quality of the bidder's goods or services.
- d. The extent to which the goods or services meet the City's needs.
- e. Bidder's past relationship with the City. All vendors shall be evaluated on their past performance and prior dealings with the City to include, but not limited to, failure to meet specifications, poor quality, poor workmanship, and late delivery.

5. Local Preference. Local Bidder shall be defined as a bidder whose principal place of business is in the municipality (within the city limits). 3% Rule Applies to contracts for the

CITY OF TAYLOR, TEXAS
PURCHASING RIDER

purchase of real property (land) or personal property that is not affixed to real property (goods). Pursuant to Section 271.905 of the Texas Local Government Code, even if the bid received from a local bidder is not the lowest bid, a preference may still be given to a local bidder if their bid is within 3% of the lowest bid price received from someone who is not a local bidder, if the City determines in writing that the local bidder offers the City the best combination of contract price and additional economic development opportunities for the City created by the contract award, including employment of residents of the City and increased tax revenues of the City. 5% Rule Applies to contracts for construction services in an amount less than \$100,000, or contracts in an amount less than \$500,000 for the purchase of real property (land), personal property that is not affixed to real property (goods), or services (other than construction services). The 5% Rule does not apply to the purchase of telecommunications or information services. Pursuant to Section 271.9051 of the Texas Local Government Code, even if the bid received from a local bidder is not the lowest bid, a preference may still be given to a local bidder if their bid is within 5% of the lowest bid price received from someone who is not a local bidder, if the City determines in writing that the local bidder offers the City the best combination of contract price and additional economic development opportunities for the City created by the contract award, including employment of residents of the City and increased tax revenues of the City.

6. No Ex-Parte Communications during Competitive Bidding Period. To insure the proper and fair evaluation of a response, the City prohibits ex parte communication (e.g., unsolicited) initiated by the proposed contractor to a City official or employee evaluating or considering the responses prior to the time a formal decision has been made. Questions and other communication from vendors will be permissible until 5:00 pm on the day specified as the deadline for questions. Any communication between responder and the City after the deadline for questions will be initiated by the appropriate City official or employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the response. Ex parte communication may be grounds for disqualifying the offending responder from consideration or award of the solicitation then in evaluation, or any future solicitation.

7. Abandonment or Default. A contractor who abandons or defaults the work on the contract and causes the City to purchase the services elsewhere may be charged for any increased cost of goods, materials and/or services related thereto and shall be considered disqualified in any re-advertisement of the service and may not be considered in future bids for the same type of work for a period of three years for the same scope of work, goods or services.

8. Disclosure of Litigation. Each contractor shall include in its proposal a complete disclosure of any civil or criminal litigation or investigation pending which involves the respondent or which has occurred in the past in which the respondent has been judged guilty or liable by a competent court regardless of whether the Court Order or Judgment is final or on appeal.

9. Cancellation. the City reserves the right to cancel the contract without penalty by providing 30 days prior written notice to the contracting party. Termination under this paragraph shall not relieve the contractor of any obligation or liability that has occurred prior to cancellation.

NOTE: This contract is subject to cancellation, without penalty, at any time the City deems the vendor to be non-compliant with contractual obligations.

10. Annual Vendor Performance Review. The City reserves the right to review the vendor's performance at the end of each twelve month contract period and to cancel all or part of the agreement (without penalty) or continue the contract through the next period.

11. Compliance with other laws and certification of eligibility to contract. Any offer to contract with the City shall be considered an executed certification that the contractor will shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, (as amended during the contracting period) and any orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of the resulting agreement, including without limitation, immigration laws, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When requested, the contractor shall furnish the City with satisfactory proof of its compliance within 10 days or any contract with the City is void.

12. Compliance with all Codes, Permitting and Licensing Requirements. The successful contractor shall comply with all national, state and local standards, codes and ordinances as well as any other authorities that have jurisdiction pertaining to equipment and materials used and their application. None of the terms or provisions of the specification shall be construed as waiving any rules, regulations or requirements of these authorities. The successful bidder shall be responsible for obtaining all necessary permits, certificates and/or licenses to fulfill contractual obligations.

13. Boycott Israel. The City of Taylor may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract. (Texas Government Code Chapter 2270) by accepting this purchase order, the vendor (Professional or other applicable term defining the contracting party) verifies that it does not Boycott Israel, and agrees that during the term of this agreement (contract as applicable) will not Boycott Israel as that term is defined in the Texas Government Code Section 808.001, as amended.

14. Liability and Indemnity of City. Any provision of the Contract is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in the absence of the provision; (2) creates liability for either party that would not exist by law in the absence of the provision; or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision.. (Section 5, Article XI, Texas Constitution)

15. Indemnity and Independent Contractor Status of Contractor. Contractor shall indemnify, save harmless and defend the City, its officers, agents, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees and any and all other costs or fees (whether grounded in Constitutional law, Tort, Contract, or Property Law, or raised pursuant to local, state or federal statutory provision), arising out of the

CITY OF TAYLOR, TEXAS
PURCHASING RIDER

performance of the resulting agreement and/or arising out of a willful or negligent act or omission of the contractor, its officers, agents, and employees. It is understood and agreed that the contractor and any employee or sub-contractor of contractor shall not be considered an employee of the City. The contractor shall not be within protection or coverage of the City's workers' compensation insurance, health insurance, liability insurance or any other insurance that the City from time to time may have in force and effect. City specifically reserves the right to reject any and all contractor's employees, representatives or sub-contractors and/or their employees for any cause, should the presence of any such person on City property or their interaction with City employees be found not in the best interest of the City, harassing, or is found to interfere with the effective and efficient operation of the City's workplace.

16. Liens. Contractor agrees to and shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods and services which may be provided under the resulting agreement. At the City's request the contractor or subcontractors shall provide a proper release of all liens, or satisfactory evidence of freedom from liens shall be delivered to the City.

17. Confidentiality. Any provision in the Contract that attempts to prevent the City's disclosure of information that is subject to public disclosure under federal or Texas law or regulation, or court or administrative decision or ruling, is invalid. (Chapter 552, Texas Government Code)

18. Tax Exemption. The City is not liable to Vendor for any federal, state, or local taxes for which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any item. Texas limited sales tax exemption certificates will be furnished upon request. Vendors shall not charge for said taxes. If billed, the City will remit payment less sales tax.

19. Contractual Limitations Period. Any provision of the Contract that establishes a limitations period that does not run against the City by law or that is shorter than two years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code)

20. Sovereign Immunity. Any provision of the Contract that seeks to waive the City's immunity from suit and/or immunity from liability is void unless agreed to by specific acknowledgement of the provision within the contract.

21. Governing Law and Venue. Texas law governs this Contract and any lawsuit on this Contract must be filed in a court that has jurisdiction in Williamson County, Texas.

22. Form 1295. For contracts needing City Council approval, the City may not accept or enter into a contract until it has received from the Contractor a completed, and signed TEC Form 1295 complete with a certificate number assigned by the Texas Ethics Commission ("TEC"), pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the TEC. The Contractor understands that failure to provide said form complete with a certificate number assigned by the TEC

CITY OF TAYLOR, TEXAS
PURCHASING RIDER

may prohibit the City from entering the Contract. Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC's website, assigned a certificate number, printed, signed and provided to the City. The TEC Form 1295 may accompany the bid or may be submitted separately, but must be provided to the City prior to the award of the contract. Neither the City nor its consultants have the ability to verify the information included in a TEC Form 1295, and neither have an obligation nor undertake responsibility for advising any bidder with respect to the proper completion of the TEC Form 1295.

23. Conflict of Interest Questionnaire. The statements and questionnaires must be filed with the records administrator of the city. A records administrator includes a city secretary, a person responsible for maintaining city records, or a person who is designated by the city to maintain the statements and questionnaires filed under Chapter 176 of the TLGC. A city does not have a duty to ensure that a vendor that is required to file a questionnaire does so. A city that maintains a website is required to post statements and questionnaires that are required to be filed under chapter 176. However, a city that does not have a website is not required to create or maintain one.

24. Any provision of the Contract is void and unenforceable if it authorizes Contractor to amend the Contract at its sole discretion or otherwise without a negotiated and signed amendment to the Contract.

25. Compliance with SB 13 & SB 19. Vendor does not boycott energy companies as those terms are defined in the Texas Government Code §809.001, and will not boycott energy companies during the term of any contract with the City of Taylor. Vendor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as those terms are defined in the Texas Government Code § 2274.001, and that vendor will not so discriminate during the term of any contract with the City of Taylor.

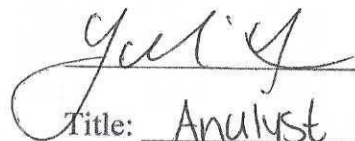
26. Compliance with Foreign Terrorist Organizations. Vendors shall not do business with Iran, Sudan or a foreign terrorist organization while providing products or services to the City of Taylor.

CITY OF TAYLOR, TEXAS

VENDOR

By: _____

City Manager


Title: Analyst

Date: _____

Date: 10/25/2022

The Texas Legislature approved HB 1295 during its last Legislative session and the date for Implementation of the new process was January 1, 2016.

Please note that this form must be electronically completed on the Texas Ethics Commission website. <https://www.ethics.state.tx.us/File/>. The completed Form 1295, Certification of Filing, must be printed, and returned to the City Purchasing Department along with the vendor signed contract.

For more information on on-line filing requirements, visit the Texas Ethics Commission website at <https://ethics.state.tx.us/filinginfo/1295/>.

Conflict of Interest Questionnaire is also found on the Texas Ethics Website. <https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>.

Compliance with SB 13: Proposer agrees per SB 13 vendor does not boycott energy companies as those terms are defined in the Texas Government Code § 809.001, and will not boycott energy companies during the term of any contract with the City of Taylor.

☒ Yes, we agree ☐ No, we do not agree

Compliance with SB 19: Proposer agrees per SB 19 vendor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as those terms are defined in the Texas Government Code § 2274.001, and that vendor will not so discriminate during the term of any contract with the City of Taylor.

☒ Yes, we agree ☐ No, we do not agree

Company Name Vulcan Construction Materials, LLC



Interlocal Cooperative Contracting

Other governmental entities within the State of Texas may be extended the opportunity to purchase off the City of Taylor's solicitation, with the consent and agreement of the successful vendor(s) and the City of Taylor. Such consent and agreement shall be conclusively inferred from lack of exception to this clause in the vendor's response. However, all parties indicate their understanding and all parties hereby expressly agree that the City of Taylor is not an agent of, partner to, or representative of those outside agencies or entities and that the City of Taylor is not obligated or liable for any action or debts that may arise out of such independently-negotiated "piggyback" procurements.

Vendor Name: Vulcan Construction Materials, LLC

Agree

Disagree X

Date: 10/25/2022



Please note that solicitations issued prior to July 13, 2016 can be found here: <http://legacy.texasbidsystem.com>

Addendum Description

Addendum # 1

Question:

We are considering bidding the above contract with a fuel surcharge - is that something you all would consider?

Answer: Yes

No other questions were submitted.

Notice Modifications

Notice Information	From Value	To Value
Reserve Rights to Award by Line Item	No	Yes
Insurance Required	No	Yes

Category Modifications

Added Categories

No Categories Added

Removed Categories

No Categories Removed

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Vulcan Construction Materials, LLC

2 ☒ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

None

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

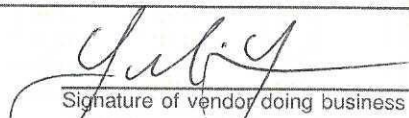
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 
Signature of vendor doing business with the governmental entity

10/25/2022
Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.



Bid Number: 2023-1
Bid Title: Hot Mix/Cold Lay Asphalt
Bid Start Date: 10/09/2022
Bid Closing Date: 10/27/2022 @ 2:00pm

Bid Contact: Sabrina Schmidt
Purchasing Agent
512-309-6182
Sabrina.schmidt@taylortx.gov

Department Contact: Brett Bachmeyer
Streets Supervisor
512-352-5818
brett.bachmeyer@taylortx.gov

Questions: Questions pertaining to the Asphalt bid must be sent in writing to the Department contact's email listed above by 10/19/2022 @ 5:00pm.

Contract Duration: 12-month contract to begin upon acceptance from the City Council, the City of Taylor will issue a purchase order for the following bid based on the bid pricing.

Contract Renewal: Optional 3 annual renewals, upon agreement with the City of Taylor. (Any price increase associated with annual renewal must be justified by information related to the CPI index or other vendor cost increases.) Annual renewals are predicated on sufficient budgetary allocation by City Council for the renewal of the awarded contract. Any provision of this to this request for bids to the contrary notwithstanding, City Council shall be under no obligation to make such budgetary allocation.

Standard Disclaimer: The right is reserved to accept or reject all or part of the bid, and to accept the offer considered most advantageous to the city by item or total bid. The City of Taylor will award to the lowest responsible bidder or bidders who provides goods or services at the best value to the city.

Company Name Brauntex Materials

Pricing Sheet:

1. LRA TY 1 Gr D Plus Asphalt
Estimated yearly qty. 2000 tons on an as needed basis \$ _____/Ton \$ _____ Total

2. HMCL Type D Asphalt
Estimated yearly qty. 2000 tons on an as needed basis \$ 94⁰⁰/Ton \$ 188,000 Total

Total Bid \$ 188,000.00

These are estimated quantities only, the City of Taylor may wish to increase/decrease the amount of asphalt that is needed.

The city may award the bid to multiple vendors.

Company Name: Brauntex Materials

1. SPECIFICATIONS FOR DMS-9210 LIMESTONE ROCK ASPHALT TYPE 1 LRA MIXTURES:

TXDOT – DMS-9210 LRA Ty D Plus

SIEVE SIZE State Master (Percent Passing) _____

3/8" (9.5 mm)	100	100
1/4" (6.3 mm)	95-100	99.3
#4 (4.75 mm)	75-90	84.0
#10 (2.00 mm)	35-50	42.5
Bitumen %	6.5-11.0	7.3

Hveem Stability - 44
Laboratory-Molded Density - 90.0

2. HMCL TYPE D - HOT MIX/COLD LAY ASPHALT

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Brauntex Materials, Inc.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see Instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. PO Box 312622	Requester's name and address (optional)
6 City, state, and ZIP code New Braunfels, TX 78131	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

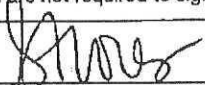
Social security number									
			-				-		
or									
Employer identification number									
7	4		-	1	5	6	0	7	7

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► 1/5/2022
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

City of Taylor Insurance Requirements

Bidder/Proposer performing work on City property or public right-of-way for the City of Taylor shall provide the City a certificate of insurance evidencing the coverage provisions identified herein. Bidder/Proposer shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverage as required herein or that the subcontractors are included under the contractor's policy. The City, at its own discretion, may require a certified copy of the policy.

All insurance companies and coverage must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of Taylor.

Listed below are the types and amounts of insurance required. The City reserves the right to amend or require additional types and amounts of coverage or provisions depending on the nature of the work.

Type of Insurance	Amount of Insurance	Provisions
Commercial General (Public) Liability to include coverage for: Premises/Operations Products/ Completed Operations Independent Contractors Personal Injury Contractual Liability	1,000,000 per occurrence, 2,000,000 general aggregate 2,000,000 combined single limit	City to be listed as additional insured and provide 30-days notice of cancellation or material change in coverage City to be provided a waiver of subrogation City prefers that insurer be rated B+V1 or higher by A.M. Best or A or higher by Standard & Poors
Business Auto Liability	1,000,000 combined single limit	City to be provided a waiver of subrogation
Workers' Compensation & Employers Liability	Statutory Limits 1,000,000 each accident	City to be provided a waiver of subrogation

Questions regarding this insurance should be directed to the City of Taylor (512)309-6182 A contract will not be issued without evidence of Insurance.

City of Taylor
Bid Number: 2023-1
Bid Title: Hot Mix/Cold Lay Asphalt

Bid Information:

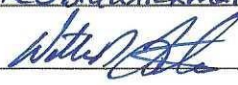
1. Company Information Sheet.
2. Pricing sheet.
3. Specifications.
4. Certificate of Insurance must be included with bid documents. (See attached example)
5. Completed W9 to be returned with bid.
6. City of Taylor purchasing rider attached.
7. HB 1295 information, Conflict of Interest Questionnaire, and Compliance with SB 13 & SB 19 attached.
8. Interlocal Cooperative Contracting "piggyback" form attached.

All documents herein and attached are required to be completed and returned with the bid response.

All documents and specifications may **ONLY** be downloaded @ <https://www.bidnetdirect.com/texas>. It is the bidder's responsibility to check the site for the issuance of any addendums.

Company Name: Brauntex Materials

City of Taylor
Bid Number: 2023-1
Bid Title: Hot Mix/Cold Lay Asphalt

Tax ID No: 741560772
Legal Business Name: BRAUNTEX MATERIALS, INC.
Address: 1504 WALD RD
City State & Zip: NEW BRAUNFELS, TX 78132
Contact: Will Fischer / Mike Garcia
Telephone: 830-625-6276
Business Entity Type: CORPORATION
Email Address: mike@brautematerials.com
Authorized Signature: 
Printed Name: William D. Fischer
Title: President

"By signature heron affixed, the bidder hereby certifies that neither the bidder nor the entity represented by the bidder, or anyone acting for such entity has violated the antitrust laws of this State, codified in section 15.01 et seq., Texas Business and Commerce Code, or Federal Antitrust laws, nor communicated directly or indirectly, the bid made to any competitor, or any other person engaged in such line of business."

Bids maybe submitted by mail or hand delivered to the City of Taylor, Attn: **Purchasing**, 400 Porter St., Taylor, TX 76574.

Prior to 2:00 on October 27, 2022.

Envelopes must be clearly marked with the Bid Number, Attn: **Purchasing**, bid title, date, and time of bid opening on the outside of the envelope along with the bidder's Company name.



Interlocal Cooperative Contracting

Other governmental entities within the State of Texas may be extended the opportunity to purchase off the City of Taylor's solicitation, with the consent and agreement of the successful vendor(s) and the City of Taylor. Such consent and agreement shall be conclusively inferred from lack of exception to this clause in the vendor's response. However, all parties indicate their understanding and all parties hereby expressly agree that the City of Taylor is not an agent of, partner to, or representative of those outside agencies or entities and that the City of Taylor is not obligated or liable for any action or debts that may arise out of such independently-negotiated "piggyback" procurements.

Vendor Name: Brauntex Materials

Agree X

Disagree

Date: 10/20/22

**CONTRACT AND PURCHASING RIDER
FOR THE CITY OF TAYLOR, TEXAS**
(Version October 27, 2021)

By submitting a response to a solicitation or bid, or by entering into a contract for goods or services and/or by accepting a purchase order, the contracting party identified below agrees that the below terms and conditions shall govern all agreements with the City unless otherwise agreed to by a specifically executed provision within the contract and if permissible by law. Absent a specifically executed provision, the below terms are BINDING and SUPERSEDE any and all other terms and/or conditions whether oral or written.

1. Application. This Governmental Rider applies to, is part of, and takes precedence over any conflicting provision in or attachment to the Contract (Contract) (attached hereto) of Brauntex Materials, (Vendor). The Contract involved in this Rider is described as follows:

Title of Contract:

2. Payment Provisions. The City's payments under the Contract, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code. City reserves the right to modify any amount due to contractor presented by invoice to the city if necessary to conform the amount to the terms of the contract.

3. Multiyear Contracts. If the City's city council does not appropriate funds to make any payment for a fiscal year after the City's fiscal year in which the contract becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution). It is understood and agreed the City shall have the right to terminate the agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to continue the contract, as determined by the City's budget for the fiscal year in question. The City may execute such termination by giving contractor a written notice of termination at the end of its then current fiscal year.

4. Best Value Determination. All competitive bids or proposals received shall be evaluated based on the best value for the City. Best value shall be determined any relevant criteria specifically listed in the solicitation and by considering all or part of the criteria listed below:

- a. Bid price.
- b. Reputation of the bidder and of bidder's goods and services.
- c. The quality of the bidder's goods or services.
- d. The extent to which the goods or services meet the City's needs.
- e. Bidder's past relationship with the City. All vendors shall be evaluated on their past performance and prior dealings with the City to include, but not limited to, failure to meet specifications, poor quality, poor workmanship, and late delivery.

5. Local Preference. Local Bidder shall be defined as a bidder whose principal place of business is in the municipality (within the city limits). 3% Rule Applies to contracts for the

CITY OF TAYLOR, TEXAS
PURCHASING RIDER

purchase of real property (land) or personal property that is not affixed to real property (goods). Pursuant to Section 271.905 of the Texas Local Government Code, even if the bid received from a local bidder is not the lowest bid, a preference may still be given to a local bidder if their bid is within 3% of the lowest bid price received from someone who is not a local bidder, if the City determines in writing that the local bidder offers the City the best combination of contract price and additional economic development opportunities for the City created by the contract award, including employment of residents of the City and increased tax revenues of the City. 5% Rule Applies to contracts for construction services in an amount less than \$100,000, or contracts in an amount less than \$500,000 for the purchase of real property (land), personal property that is not affixed to real property (goods), or services (other than construction services). The 5% Rule does not apply to the purchase of telecommunications or information services. Pursuant to Section 271.9051 of the Texas Local Government Code, even if the bid received from a local bidder is not the lowest bid, a preference may still be given to a local bidder if their bid is within 5% of the lowest bid price received from someone who is not a local bidder, if the City determines in writing that the local bidder offers the City the best combination of contract price and additional economic development opportunities for the City created by the contract award, including employment of residents of the City and increased tax revenues of the City.

6. No Ex-Parte Communications during Competitive Bidding Period. To insure the proper and fair evaluation of a response, the City prohibits ex parte communication (e.g., unsolicited) initiated by the proposed contractor to a City official or employee evaluating or considering the responses prior to the time a formal decision has been made. Questions and other communication from vendors will be permissible until 5:00 pm on the day specified as the deadline for questions. Any communication between responder and the City after the deadline for questions will be initiated by the appropriate City official or employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the response. Ex parte communication may be grounds for disqualifying the offending responder from consideration or award of the solicitation then in evaluation, or any future solicitation.

7. Abandonment or Default. A contractor who abandons or defaults the work on the contract and causes the City to purchase the services elsewhere may be charged for any increased cost of goods, materials and/or services related thereto and shall be considered disqualified in any re-advertisement of the service and may not be considered in future bids for the same type of work for a period of three years for the same scope of work, goods or services.

8. Disclosure of Litigation. Each contractor shall include in its proposal a complete disclosure of any civil or criminal litigation or investigation pending which involves the respondent or which has occurred in the past in which the respondent has been judged guilty or liable by a competent court regardless of whether the Court Order or Judgment is final or on appeal.

9. Cancellation. the City reserves the right to cancel the contract without penalty by providing 30 days prior written notice to the contracting party. Termination under this paragraph shall not relieve the contractor of any obligation or liability that has occurred prior to cancellation.

CITY OF TAYLOR, TEXAS
PURCHASING RIDER

NOTE: This contract is subject to cancellation, without penalty, at any time the City deems the vendor to be non-compliant with contractual obligations.

10. Annual Vendor Performance Review. The City reserves the right to review the vendor's performance at the end of each twelve month contract period and to cancel all or part of the agreement (without penalty) or continue the contract through the next period.

11. Compliance with other laws and certification of eligibility to contract. Any offer to contract with the City shall be considered an executed certification that the contractor will shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, (as amended during the contracting period) and any orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of the resulting agreement, including without limitation, immigration laws, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When requested, the contractor shall furnish the City with satisfactory proof of its compliance within 10 days or any contract with the City is void.

12. Compliance with all Codes, Permitting and Licensing Requirements. The successful contractor shall comply with all national, state and local standards, codes and ordinances as well as any other authorities that have jurisdiction pertaining to equipment and materials used and their application. None of the terms or provisions of the specification shall be construed as waiving any rules, regulations or requirements of these authorities. The successful bidder shall be responsible for obtaining all necessary permits, certificates and/or licenses to fulfill contractual obligations.

13. Boycott Israel. The City of Taylor may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract. (Texas Government Code Chapter 2270) by accepting this purchase order, the vendor (Professional or other applicable term defining the contracting party) verifies that it does not Boycott Israel, and agrees that during the term of this agreement (contract as applicable) will not Boycott Israel as that term is defined in the Texas Government Code Section 808.001, as amended.

14. Liability and Indemnity of City. Any provision of the Contract is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in the absence of the provision; (2) creates liability for either party that would not exist by law in the absence of the provision; or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision.. (Section 5, Article XI, Texas Constitution)

15. Indemnity and Independent Contractor Status of Contractor. Contractor shall indemnify, save harmless and defend the City, its officers, agents, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees and any and all other costs or fees (whether grounded in Constitutional law, Tort, Contract, or Property Law, or raised pursuant to local, state or federal statutory provision), arising out of the

CITY OF TAYLOR, TEXAS
PURCHASING RIDER

performance of the resulting agreement and/or arising out of a willful or negligent act or omission of the contractor, its officers, agents, and employees. It is understood and agreed that the contractor and any employee or sub-contractor of contractor shall not be considered an employee of the City. The contractor shall not be within protection or coverage of the City's workers' compensation insurance, health insurance, liability insurance or any other insurance that the City from time to time may have in force and effect. City specifically reserves the right to reject any and all contractor's employees, representatives or sub-contractors and/or their employees for any cause, should the presence of any such person on City property or their interaction with City employees be found not in the best interest of the City, harassing, or is found to interfere with the effective and efficient operation of the City's workplace.

16. Liens. Contractor agrees to and shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods and services which may be provided under the resulting agreement. At the City's request the contractor or subcontractors shall provide a proper release of all liens, or satisfactory evidence of freedom from liens shall be delivered to the City.

17. Confidentiality. Any provision in the Contract that attempts to prevent the City's disclosure of information that is subject to public disclosure under federal or Texas law or regulation, or court or administrative decision or ruling, is invalid. (Chapter 552, Texas Government Code)

18. Tax Exemption. The City is not liable to Vendor for any federal, state, or local taxes for which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any item. Texas limited sales tax exemption certificates will be furnished upon request. Vendors shall not charge for said taxes. If billed, the City will remit payment less sales tax.

19. Contractual Limitations Period. Any provision of the Contract that establishes a limitations period that does not run against the City by law or that is shorter than two years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code)

20. Sovereign Immunity. Any provision of the Contract that seeks to waive the City's immunity from suit and/or immunity from liability is void unless agreed to by specific acknowledgement of the provision within the contract.

21. Governing Law and Venue. Texas law governs this Contract and any lawsuit on this Contract must be filed in a court that has jurisdiction in Williamson County, Texas.

22. Form 1295. For contracts needing City Council approval, the City may not accept or enter into a contract until it has received from the Contractor a completed, and signed TEC Form 1295 complete with a certificate number assigned by the Texas Ethics Commission ("TEC"), pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the TEC. The Contractor understands that failure to provide said form complete with a certificate number assigned by the TEC

CITY OF TAYLOR, TEXAS
PURCHASING RIDER

may prohibit the City from entering the Contract. Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC's website, assigned a certificate number, printed, signed and provided to the City. The TEC Form 1295 may accompany the bid or may be submitted separately, but must be provided to the City prior to the award of the contract. Neither the City nor its consultants have the ability to verify the information included in a TEC Form 1295, and neither have an obligation nor undertake responsibility for advising any bidder with respect to the proper completion of the TEC Form 1295.

23. Conflict of Interest Questionnaire. The statements and questionnaires must be filed with the records administrator of the city. A records administrator includes a city secretary, a person responsible for maintaining city records, or a person who is designated by the city to maintain the statements and questionnaires filed under Chapter 176 of the TLGC. A city does not have a duty to ensure that a vendor that is required to file a questionnaire does so. A city that maintains a website is required to post statements and questionnaires that are required to be filed under chapter 176. However, a city that does not have a website is not required to create or maintain one.

24. Any provision of the Contract is void and unenforceable if it authorizes Contractor to amend the Contract at its sole discretion or otherwise without a negotiated and signed amendment to the Contract.

25. Compliance with SB 13 & SB 19. Vendor does not boycott energy companies as those terms are defined in the Texas Government Code §809.001, and will not boycott energy companies during the term of any contract with the City of Taylor. Vendor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as those terms are defined in the Texas Government Code § 2274.001, and that vendor will not so discriminate during the term of any contract with the City of Taylor.

26. Compliance with Foreign Terrorist Organizations. Vendors shall not do business with Iran, Sudan or a foreign terrorist organization while providing products or services to the City of Taylor.

CITY OF TAYLOR, TEXAS

VENDOR

By: _____

City Manager

 _____

Title: President

Date: _____

Date: 10-20-22

The Texas Legislature approved HB 1295 during its last Legislative session and the date for Implementation of the new process was January 1, 2016.

Please note that this form must be electronically completed on the Texas Ethics Commission website. <https://www.ethics.state.tx.us/File/>. The completed Form 1295, Certification of Filing, must be printed, and returned to the City Purchasing Department along with the vendor signed contract.

For more information on on-line filing requirements, visit the Texas Ethics Commission website at <https://ethics.state.tx.us/filinginfo/1295/>.

Conflict of Interest Questionnaire is also found on the Texas Ethics Website. <https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>.

Compliance with SB 13: Proposer agrees per SB 13 vendor does not boycott energy companies as those terms are defined in the Texas Government Code § 809.001, and will not boycott energy companies during the term of any contract with the City of Taylor.

☒ **Yes, we agree** ☐ **No, we do not agree**

Compliance with SB 19: Proposer agrees per SB 19 vendor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as those terms are defined in the Texas Government Code § 2274.001, and that vendor will not so discriminate during the term of any contract with the City of Taylor.

☒ **Yes, we agree** ☐ **No, we do not agree**

Company Name Brauntex Materials



Please note that solicitations issued prior to July 13, 2016 can be found here: <http://legacy.texasbidsystem.com>

Addendum Description

Addendum # 1

Question:

We are considering bidding the above contract with a fuel surcharge - is that something you all would consider?

Answer: Yes

No other questions were submitted.

Notice Modifications

Notice Information	From Value	To Value
Reserve Rights to Award by Line Item	No	Yes
Insurance Required	No	Yes

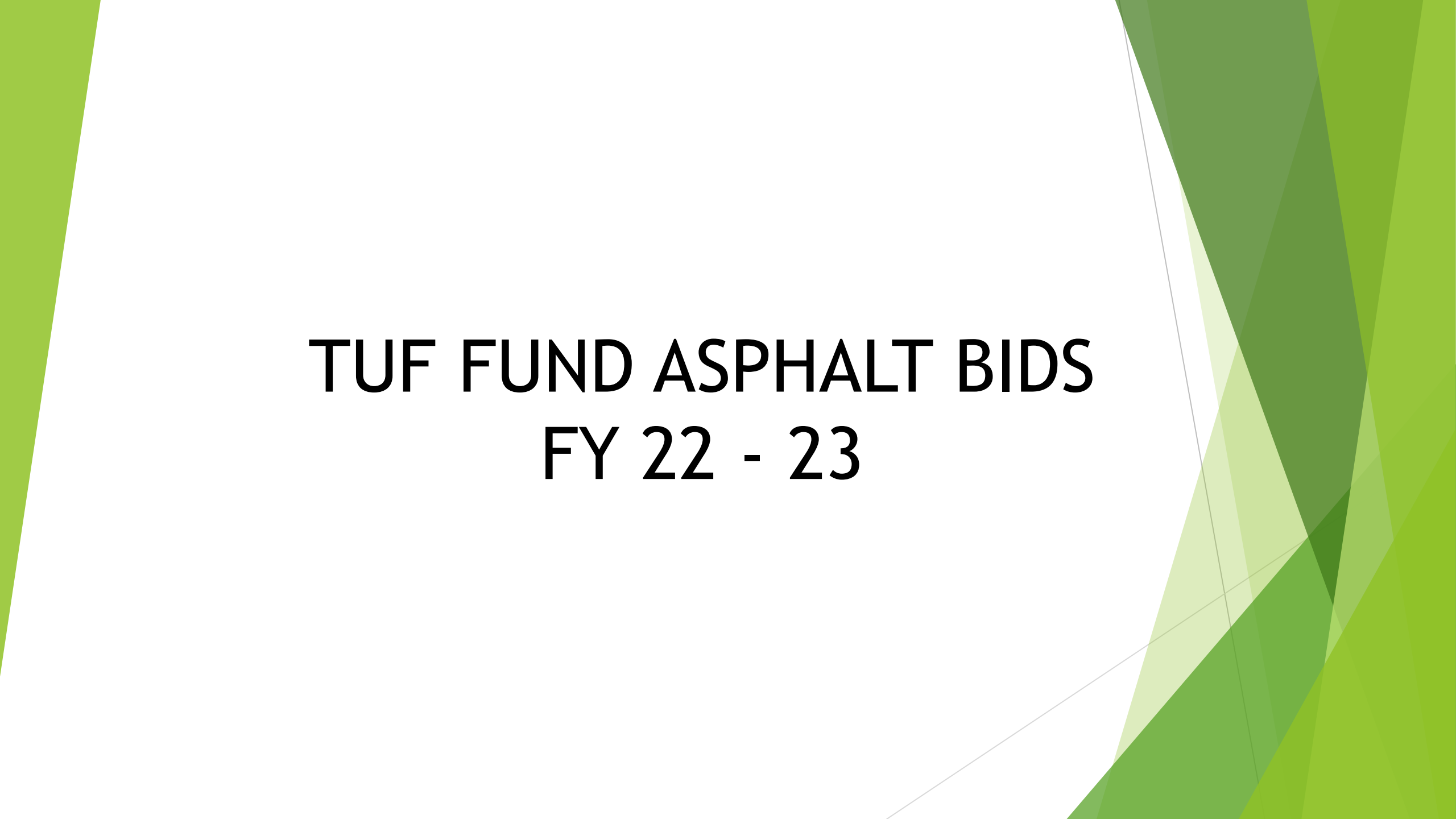
Category Modifications

Added Categories

No Categories Added

Removed Categories

No Categories Removed

The background features abstract, overlapping green geometric shapes, primarily triangles and polygons, in various shades of green, creating a modern, layered effect on the right side of the slide.

TUF FUND ASPHALT BIDS FY 22 - 23



Vulcan Construction Materials

1. Estimated yearly qty. 2000 tons on an as needed basis $\$116.20/\text{Ton} + \text{Fuel Surcharge} = \$232,400.00$
Total

Brauntex Materials

2. Estimated yearly qty. 2000 tons on an as needed basis $\$94.00/\text{Ton} + \text{Fuel Surcharge} = \$188,000.00$
Total



City Council Meeting November 10, 2022 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 5
Agenda Title: Introduce Ordinance 2022-44, Fiscal Year 2022 4th Quarter Budget Amendment

Council Action to be taken: Introduce Ordinance 2022-44

Department Submitted: Finance Department

Staff Contact: Jeff Wood, Chief Financial Officer

1. PURPOSE/DESCRIPTION

The purpose of this agenda item is to introduce Ordinance 2022-44 amending the FY 2022 Budget.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

Council has taken action and approved budget amendments in prior fiscal years. The FY 2022 budget was originally adopted by Council on September 9, 2021 and amended on January 27, 2022 and July 28, 2022.

Financial activity during a fiscal year does not always match the anticipated revenues and expenditures approved during the budget development process, and amendments to individual accounts are needed to formally change the budgeted amounts of the affected accounts.

The purpose of this budget amendment is to have the budget closely reflect the actual financial activity that has occurred during FY 2022. We accomplish this by adjusting each account and then summarizing those adjustments by budgeting fund/department and category within the department. We have also included amendments for the Capital Improvement/Bond Funds to reflect the activity related to ongoing capital improvements.

There are two attachments to this request:

Ordinance No. 2022-44 – This is the official document that formalizes the adoption of the changes contained in Exhibit A.

Exhibit A – This attachment is part of the ordinance and specifies the items to be amended by fund and category.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• Properly account for unplanned/emergency expenditures and the use of donated, grant, and bond funds. • Maintain efficient processing of purchase orders and accounts payable. • Adjust individual accounts to accurately reflect the fiscal year activity in the account. • Recognize unbudgeted revenues received during the fiscal year or anticipated to be received by fiscal year closing.	• If unapproved, accounts will not accurately reflect the activity that has occurred in the account and some accounts would remain over expended. • Additional revenues cannot be spent without amending the expenditure accounts to increase spending levels

4. RECOMMENDATION

Staff recommends that Council introduce Ordinance 2022-44 to amend the FY 2022 budget.

5. FUNDING SOURCE

Various funding sources as identified in Exhibit A.

6. TIMELINE

Immediate consideration is requested to allow for proper budget management.

7. OTHER OPTIONS (In order of preference)

N/A

8. ATTACHMENTS

- 5a. [Draft Ordinance 2022-44](#)
- 5b. [Exhibit A – FY22 Budget Amendment #3](#)
- 5c. [Budget Amendment Presentation](#)

ORDINANCE NO. 2022-44

AN ORDINANCE OF THE CITY OF TAYLOR, TEXAS AMENDING ORDINANCE NO. 2022-24 ADOPTED ON JULY 28, 2022, MAKING APPROPRIATIONS FOR THE SUPPORT OF THE CITY FOR FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022; BY AMENDING THE AMOUNT OF APPROPRIATIONS FOR THE GENERAL FUND AND OTHER CITY FUNDS THAT PROVIDE FOR THE PAYMENT OF OPERATING EXPENSES AND CAPITAL OUTLAY AND BY CHANGING THE AMOUNT APPROPRIATED FOR VARIOUS DEPARTMENTS OF THE CITY.

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

SECTION 1.0: That the appropriations for the fiscal year beginning October 1, 2021 and ending September 30, 2022, for the support of the general government of the City of Taylor, Texas be amended for said term in accordance with the change in revenues and expenditures shown in the attached Exhibit A.

SECTION 2.0: That the amendment, as shown in words and figures in Exhibit A, is hereby approved in all aspects and adopted as an amendment to the City budget for the fiscal year October 1, 2021 and ending September 30, 2022.

SECTION 3.0: In accordance with Article 8 of the City Charter, this ordinance was introduced before the City Council of the City of Taylor, Texas on the 10th day of November, 2022.

PASSED, APPROVED, and ADOPTED this the ____ day of _____, 2022.

Brandt Rydell, Mayor

ATTEST:

Dianna Barker, City Clerk

APPROVED AS TO FORM:

Ted Hejl, City Attorney

EXHIBIT A
ORDINANCE 2022-44

FY22 Amended
Budget

FY22 Actual

FY22 Year End
Amendments

100 - GENERAL FUND

REVENUES

310 - TAXES	\$	13,639,870	\$	14,465,312	\$	825,442
320 - PERMITS AND LICENSES		974,800		1,341,535		366,735
330 - INTERGOVERNMENTAL REVENUE		386,500		664,141		277,641
340 - CHARGES FOR SERVICES		397,400		637,603		240,203
410 - FINES AND FORFEITURES		231,700		157,413		(74,287)
420 - ASSESSMENTS		23,680		61,299		37,619
430 - USE OF MONEY AND PROP		293,145		227,862		(65,283)
440 - DONATIONS FROM PRIVATE SOURCES		20,479		195,226		174,747
450 - INTERFUND OPERATING TRANSFERS		1,989,667		2,108,840		119,173
100 - GENERAL FUND TOTAL REVENUES	\$	17,957,241	\$	19,859,233	\$	1,901,992

EXPENDITURES

500 - CITY COUNCIL

100 - EMPLOYEE SERVICES	\$	44,450	\$	32,270	\$	(12,180)
200 - OPERATIONAL SUPPLIES		24,530		10,315		(14,215)
300 - FACILITIES OPERATIONS		3,000		2,392		(608)
500 - CONTRACT SERVICE AND FEES		111,600		128,332		16,732
800 - CONTRIBUTION		35,900		24,393		(11,507)
500 - CITY COUNCIL TOTAL	\$	219,480	\$	197,702	\$	(21,778)

501 - CITY MANAGEMENT

100 - EMPLOYEE SERVICES	\$	527,493	\$	555,033	\$	27,539
200 - OPERATIONAL SUPPLIES		19,500		20,132		632
300 - FACILITIES OPERATIONS		1,825		1,872		47
400 - EQUIPMENT OPERATIONS/MAINTENANCE		1,500		866		(634)
500 - CONTRACT SERVICE AND FEES		3,762		3,808		46
501 - CITY MANAGEMENT TOTAL	\$	554,080	\$	581,711	\$	27,631

503 - PUBLIC INFORMATION

100 - EMPLOYEE SERVICES	\$	78,335	\$	78,001	\$	(334)
200 - OPERATIONAL SUPPLIES		10,110		5,543		(4,567)
300 - FACILITIES OPERATIONS		1,225		893		(332)
500 - CONTRACT SERVICE AND FEES		107,870		117,591		9,721
503 - PUBLIC INFORMATION TOTAL	\$	197,540	\$	202,028	\$	4,488

504 - HUMAN RESOURCES

100 - EMPLOYEE SERVICES	\$	191,810	\$	196,914	\$	5,104
200 - OPERATIONAL SUPPLIES		9,800		5,359		(4,441)
300 - FACILITIES OPERATIONS		625		560		(65)
400 - EQUIPMENT OPERATIONS/MAINTENANCE		1,400		830		(570)
500 - CONTRACT SERVICE AND FEES		80,687		64,925		(15,762)
504 - HUMAN RESOURCES TOTAL	\$	284,322	\$	268,588	\$	(15,734)

505 - CITY CLERK

100 - EMPLOYEE SERVICES	\$	150,975	\$	139,096	\$	(11,879)
200 - OPERATIONAL SUPPLIES		2,200		1,721		(479)
300 - FACILITIES OPERATIONS		625		409		(216)
400 - EQUIPMENT OPERATIONS/MAINTENANCE		6,500		1,328		(5,172)

EXHIBIT A
ORDINANCE 2022-44

	<u>FY22 Amended</u>		<u>FY22 Actual</u>	<u>FY22 Year End</u>
	<u>Budget</u>			<u>Amendments</u>
500 - CONTRACT SERVICE AND FEES	4,000		4,963	963
505 - CITY CLERK TOTAL	\$ 164,300	\$	147,518	\$ (16,782)
512 - FINANCE				
100 - EMPLOYEE SERVICES	\$ 540,671	\$	572,246	\$ 31,575
200 - OPERATIONAL SUPPLIES	7,029		8,671	1,642
300 - FACILITIES OPERATIONS	1,225		998	(227)
400 - EQUIPMENT OPERATIONS/MAINTENANCE	1,930		2,003	73
500 - CONTRACT SERVICE AND FEES	185,660		171,013	(14,647)
512 - FINANCE TOTAL	\$ 736,515	\$	754,931	\$ 18,416
516 - MUNICIPAL COURT				
100 - EMPLOYEE SERVICES	\$ 315,102	\$	239,367	\$ (75,735)
200 - OPERATIONAL SUPPLIES	10,270		4,311	(5,959)
300 - FACILITIES OPERATIONS	8,462		6,549	(1,913)
400 - EQUIPMENT OPERATIONS/MAINTENANCE	3,100		1,944	(1,156)
500 - CONTRACT SERVICE AND FEES	95,145		57,563	(37,582)
516 - MUNICIPAL COURT TOTAL	\$ 432,079	\$	309,733	\$ (122,346)
522 - DEVELOPMENT SERVICES				
100 - EMPLOYEE SERVICES	\$ 808,885	\$	840,707	\$ 31,822
200 - OPERATIONAL SUPPLIES	16,610		11,402	(5,208)
300 - FACILITIES OPERATIONS	4,625		4,301	(324)
400 - EQUIPMENT OPERATIONS/MAINTENANCE	12,060		12,680	620
500 - CONTRACT SERVICE AND FEES	910,298		1,004,164	93,866
522 - DEVELOPMENT SERVICES TOTAL	\$ 1,752,478	\$	1,873,255	\$ 120,777
524 - MAIN STREET PROGRAM				
100 - EMPLOYEE SERVICES	\$ 98,701	\$	95,050	\$ (3,651)
200 - OPERATIONAL SUPPLIES	20,850		18,422	(2,428)
300 - FACILITIES OPERATIONS	625		559	(66)
400 - EQUIPMENT OPERATIONS/MAINTENANCE	1,000		1,429	429
500 - CONTRACT SERVICE AND FEES	200		3,122	2,922
524 - MAIN STREET PROGRAM TOTAL	\$ 121,376	\$	118,581	\$ (2,795)
527 - MOODY MUSEUM				
200 - OPERATIONAL SUPPLIES	\$ 2,200	\$	1,254	\$ (946)
300 - FACILITIES OPERATIONS	6,050		5,093	(957)
500 - CONTRACT SERVICE AND FEES	1,825		200	(1,625)
527 - MOODY MUSEUM TOTAL	\$ 10,075	\$	6,547	\$ (3,528)
527 - PUBLIC LIBRARY				
100 - EMPLOYEE SERVICES	\$ 411,618	\$	402,645	\$ (8,973)
200 - OPERATIONAL SUPPLIES	24,660		22,804	(1,856)
300 - FACILITIES OPERATIONS	24,250		20,325	(3,925)
400 - EQUIPMENT OPERATIONS/MAINTENANCE	1,000		519	(481)
500 - CONTRACT SERVICE AND FEES	13,060		9,863	(3,197)
700 - CAPITAL OUTLAY	46,700		53,762	7,062
532 - PUBLIC LIBRARY TOTAL	\$ 521,288	\$	509,919	\$ (11,369)

EXHIBIT A
ORDINANCE 2022-44

	<u>FY22 Amended</u>		<u>FY22 Actual</u>	<u>FY22 Year End</u>
	<u>Budget</u>			<u>Amendments</u>
542 - FIRE				
100 - EMPLOYEE SERVICES	\$ 2,421,286	\$	2,416,533	\$ (4,753)
200 - OPERATIONAL SUPPLIES	90,004		70,230	(19,774)
300 - FACILITIES OPERATIONS	32,800		29,870	(2,930)
400 - EQUIPMENT OPERATIONS/MAINTENANCE	337,681		336,252	(1,429)
500 - CONTRACT SERVICE AND FEES	82,718		80,823	(1,895)
700 - CAPITAL OUTLAY	57,330		57,330	0
542 - FIRE TOTAL	\$ 3,021,819	\$	2,991,038	\$ (30,781)
552 - POLICE				
100 - EMPLOYEE SERVICES	\$ 3,763,662	\$	3,637,215	\$ (126,447)
200 - OPERATIONAL SUPPLIES	68,745		43,600	(25,145)
300 - FACILITIES OPERATIONS	34,700		31,945	(2,755)
400 - EQUIPMENT OPERATIONS/MAINTENANCE	268,583		267,723	(860)
500 - CONTRACT SERVICE AND FEES	241,040		215,349	(25,691)
700 - CAPITAL OUTLAY	93,000		92,621	(380)
800 - CONTRIBUTION	25,000		25,000	-
552 - POLICE TOTAL	\$ 4,494,730	\$	4,313,452	\$ (181,278)
558 - ANIMAL CONTROL				
100 - EMPLOYEE SERVICES	\$ 121,598	\$	131,752	\$ 10,154
200 - OPERATIONAL SUPPLIES	8,330		4,973	(3,357)
300 - FACILITIES OPERATIONS	29,600		48,790	19,190
400 - EQUIPMENT OPERATIONS/MAINTENANCE	11,496		11,496	-
500 - CONTRACT SERVICE AND FEES	89,700		97,248	7,548
700 - CAPITAL OUTLAY	10,500		10,491	(9)
558 - ANIMAL CONTROL TOTAL	\$ 271,224	\$	304,750	\$ 33,526
563 - STREET & GROUND MAINTENANCE				
100 - EMPLOYEE SERVICES	\$ 1,110,447	\$	1,161,630	\$ 51,183
200 - OPERATIONAL SUPPLIES	142,414		145,733	3,319
300 - FACILITIES OPERATIONS	94,440		84,861	(9,579)
400 - EQUIPMENT OPERATIONS/MAINTENANCE	317,894		313,905	(3,989)
500 - CONTRACT SERVICE AND FEES	375,703		281,230	(94,473)
563 - STREET & GROUND MAINTENANCE TOTAL	\$ 2,040,898	\$	1,987,359	\$ (53,539)
565 - PARKS & RECREATION				
100 - EMPLOYEE SERVICES	\$ 570,460	\$	493,832	\$ (76,628)
200 - OPERATIONAL SUPPLIES	90,453		84,384	(6,069)
300 - FACILITIES OPERATIONS	150,691		175,660	24,969
400 - EQUIPMENT OPERATIONS/MAINTENANCE	98,571		89,506	(9,065)
500 - CONTRACT SERVICE AND FEES	180,061		379,573	199,512
700 - CAPITAL OUTLAY	186,580		186,574	(6)
565 - PARKS & RECREATION TOTAL	\$ 1,276,816	\$	1,409,529	\$ 132,713
566 - INTERNAL SVCS/BLDG				
100 - EMPLOYEE SERVICES	\$ 307,225	\$	316,362	\$ 9,137
200 - OPERATIONAL SUPPLIES	23,370		21,044	(2,326)
300 - FACILITIES OPERATIONS	189,612		205,359	15,747
400 - EQUIPMENT OPERATIONS/MAINTENANCE	36,667		37,355	688
500 - CONTRACT SERVICE AND FEES	22,556		27,483	4,927

EXHIBIT A
ORDINANCE 2022-44

	<u>FY22 Amended</u> <u>Budget</u>	<u>FY22 Actual</u>	<u>FY22 Year End</u> <u>Amendments</u>
700 - CAPITAL OUTLAY	-	104,199	104,199
566 - INTERNAL SVCS/BLDG TOTAL	\$ 579,430	\$ 711,802	\$ 132,372
573 - ENGINEERING & INSPECT			
500 - CONTRACT SERVICE AND FEES	\$ 448,000.00	\$ 426,568.56	\$ (21,431)
573 - ENGINEERING & INSPECT TOTAL	\$ 448,000.00	\$ 426,568.56	\$ (21,431)
575 - INFORMATION TECHNOLOGY (IT)			
100 - EMPLOYEE SERVICES	\$ -	\$ 2,422	\$ 2,422
200 - OPERATIONAL SUPPLIES	-	2,521	2,521
300 - FACILITIES OPERATIONS	30,680	30,323	(357)
500 - CONTRACT SERVICE AND FEES	188,154	193,024	4,870
575 - INFORMATION TECHNOLOGY (IT) TOTAL	\$ 218,834	\$ 228,291	\$ 9,457
592 - NON DEPARTMENTAL			
500 - CONTRACT SERVICE AND FEES	\$ 343,327	\$ 707,622	\$ 364,295
700 - CAPITAL OUTLAY	22,500	-	(22,500)
800 - CONTRIBUTION	416,434	350,640	(65,794)
592 - NON DEPARTMENTAL TOTAL	\$ 782,261	\$ 1,058,263	\$ 276,002
TOTAL GENERAL FUND EXPENDITURES	\$ 18,127,545	\$ 18,401,566	\$ 274,021
NET GENERAL FUND SURPLUS/(DEFICIT)	\$ (170,304)	\$ 1,457,667	
119 - TAX INCREMENT FINANCING FUND (TIF) #1			
REVENUE			
TOTAL TIF #1 REVENUE	411,500	419,615	8,115
EXPENDITURE			
TOTAL TIF #1 EXPENDITURES	408,032	383,032	(25,000)
120 - HOTEL MOTEL TAX FUND			
REVENUE			
TOTAL HOTEL MOTEL REVENUE	190,000	296,002	106,002
EXPENDITURE			
TOTAL HOTEL MOTEL EXPENDITURES	204,000	218,916	14,916
123 - MAIN STREET REVENUE FUND			
REVENUE			
TOTAL MAIN STREET REVENUE	108,100	104,922	(3,178)
EXPENDITURE			
TOTAL MAIN STREET EXPENDITURES	108,100	88,493	(19,607)
124-CEMETERY LAND & TRUST			
REVENUE			
TOTAL CEMETERY LAND & TRUST REVENUE	500	368	(132)
EXPENDITURE			
TOTAL CEMETERY LAND & TRUST EXPENDITURE	-	-	-

**EXHIBIT A
ORDINANCE 2022-44**

	<u>FY22 Amended Budget</u>	<u>FY22 Actual</u>	<u>FY22 Year End Amendments</u>
125-MUNICIPAL COURT SPECIAL FEE			
REVENUE			
TOTAL MUNICIPAL CRT SPECIAL FEE REVENUE	19,000	12,657	(6,343)
EXPENDITURE			
TOTAL MUNICIPAL CRT SPECIAL FEE REVENUE	9,712	4,275	(5,437)
129-LIBRARY GRANT/DONATION			
REVENUE			
TOTAL LIBRARY GRANT/DONATION REVENUE	700	6,002	5,302
EXPENDITURE			
TOTAL LIBRARY GRANT/DONATION EXPENDITURE	2,050	100	(1,950)
140-I&S FOR GO BONDS			
REVENUE			
TOTAL I&S FOR GO BONDS REVENUE	3,233,000	3,272,844	39,844
EXPENDITURE			
TOTAL I&S FOR GO BONDS EXPENDITURES	3,195,350	3,148,441	(46,909)
143-MDUS I&S			
REVENUE			
TOTAL MDUS I&S REVENUE	275,450	275,450	-
EXPENDITURE			
TOTAL MDUS I&S EXPENDITURES	275,450	277,171	1,721
144-I&S UTILITY CO'S & BONDS			
REVENUE			
TOTAL I&S UTILITY CO'S & BONDS REVENUE	2,618,490	2,618,490	-
EXPENDITURE			
TOTAL I&S UTILITY CO'S & BONDS EXPENDITURE	2,618,490	2,622,385	3,895
146-I&S FOR AIRPORT CO'S			
REVENUE			
TOTAL I&S FOR AIRPORT CO'S REVENUE	104,594	104,594	-
EXPENDITURE			
TOTAL I&S FOR AIRPORT CO'S EXPENDITURES	104,594	104,281	(313)
147-TUF (STREETS) I&S FUND			
REVENUE			
TOTAL TUF STREETS I&S FUND REVENUE	290,519	290,519	-
EXPENDITURE			
TOTAL TUF STREETS I&S FUND EXPENDITURE	290,519	290,041	(478)

EXHIBIT A
ORDINANCE 2022-44

FY22 Amended
Budget

FY22 Actual

FY22 Year End
Amendments

162-GENERAL CAPITAL IMPROVEMENTS

REVENUES

330 - INTERGOVERNMENTAL REVENUE	-	2,563,376	2,563,376
430 - USE OF MONEY AND PROP	-	17,938	17,938
440 - DONATIONS FROM PRIVATE SOURCES	-	92,000	92,000
450 - INTERFUND OPERATING TRANSFERS	-	1,395,123	1,395,123
470 - PROCEEDS GEN LONG TERM DEBT	-	5,325,000	5,325,000
162 - GENERAL CAPITAL IMPROVEMENTS TOTAL	\$ -	\$ 9,393,437	\$ 9,393,437

EXPENDITURES

500 - CAPITAL PROJECTS	-	6,019	6,019
561 - CDBG W. 3RD ST	-	82,500	82,500
576 - GIVENS COMMUNITY CENTER	-	505	505
637 - 2013 BOND PROJECTS	-	383,608	383,608
661 - ADMINISTRATIVE COSTS	-	64,275	64,275
685 - TRPSC EXPANSION	-	554,847	554,847
694 - HOME PROGRAM TDHCA	-	386,702	386,702
802 - MURPHY PARK IMPROVEMENTS	-	195,087	195,087
901 - 2019 BOND PROJECTS	-	1,562,747	1,562,747
162 - GENERAL CAPITAL IMPROVEMENTS TOTAL	\$ -	\$ 3,236,290	\$ 3,236,290

164 - MDUS IMPROVEMENT PROJECTS

REVENUES

TOTAL MDUS IMPROVEMENT PROJECTS REVE	-	3,238	3,238
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EXPENDITURES

TOTAL MDUS IMPROVEMENT PROJECTS EXPE	-	575,640	575,640
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165-2013 COMBINATION CO

REVENUE

TOTAL 2013 COMBINATION CO REVENUE	-	8,192	8,192
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EXPENDITURE

TOTAL 2013 COMBINATION CO EXPENDITURES	-	637,166	637,166
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166-2017 PERFORMANCE CONTRACT

REVENUE

TOTAL 2017 PERFORMANCE CONTRACT REVE	-	2,487	2,487
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EXPENDITURE

TOTAL 2017 PERFORMANCE CONTRACT EXPE	-	48,124	48,124
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200-ROADWAY IMPACT FEE FUND

REVENUE

TOTAL ROADWAY IMPACT FEE FUND REVENUE	60,000	123,085	63,085
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EXPENDITURE

TOTAL ROADWAY IMPACT FEE FUND EXPENDI	60,000	15,343	(44,657)
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EXHIBIT A
ORDINANCE 2022-44

FY22 Amended
Budget

FY22 Actual

FY22 Year End
Amendments

210-TRANSPORTATION FUND

REVENUE

TOTAL TRANSPORTATION FUND REVENUES	828,000	782,722	(45,278)
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EXPENDITURE

TOTAL TRANSPORTATION FUND EXPENSES	821,319	756,731	(64,588)
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300-MUNICIPAL DRAINAGE UTILITY

REVENUE

TOTAL MUNICIPAL DRAINAGE UTILITY REVENL	522,500	482,161	(40,339)
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EXPENDITURE

TOTAL MUNICIPAL DRAINAGE UTILITY EXPENC	513,600	489,552	(24,048)
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320-SANITATION FUND

REVENUE

TOTAL SANITATION FUND REVENUES	1,977,600	1,854,893	(122,707)
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EXPENDITURE

TOTAL SANITATION FUND EXPENDITURES	1,946,700	1,986,422	39,722
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340-PUBLIC UTILITIES FUND

REVENUES

320 - PERMITS AND LICENSES	1,000	1,200	200
340 - CHARGES FOR SERVICES	10,953,500	10,809,305	(144,195)
420 - ASSESSMENTS	427,000	118,676	(308,324)
430 - USE OF MONEY AND PROP	95,500	108,940	13,440
460 - PROCEEDS GEN FIXED ASSETS	2,000	4,697	2,697

340 - PUBLIC UTILITIES TOTAL REVENUES	\$ 11,479,000	\$ 11,042,818	\$ (436,182)
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EXPENDITURES

701 - UTILITIES ADMINISTRATION	501,743	461,787	(39,956)
706 - WASTEWATER TREATMENT	994,196	872,301	(121,895)
708 - UTILITY DISTRIBUTION / MAINTENANCE	2,545,152	2,145,799	(399,353)
709 - NON-DEPARTMENTAL	7,777,278	7,609,669	(167,609)

340 - PUBLIC UTILITIES TOTAL EXPENDITURES	\$ 11,818,369	\$ 11,089,556	\$ (728,813)
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NET 340-UTILITY FUND SURPLUS/(DEFICIT)	\$ (339,369)	\$ (46,737)	
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345-UTILITY IMPACT FEE FUND

REVENUE

TOTAL UTILITY IMPACT FEE FUND REVENUES	425,000	676,466	251,466
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EXPENDITURE

TOTAL UTILITY IMPACT FEE FUND EXPENDITU	160,000	21,807	(138,193)
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**EXHIBIT A
ORDINANCE 2022-44**

	<u>FY22 Amended Budget</u>	<u>FY22 Actual</u>	<u>FY22 Year End Amendments</u>
350-AIRPORT FUND			
REVENUE			
TOTAL AIRPORT FUND REVENUES	493,935	619,034	125,099
EXPENDITURE			
TOTAL AIRPORT FUND EXPENDITURES	505,969	637,545	131,576
370-CEMETERY OPERATING FUND			
REVENUE			
TOTAL CEMETERY OPERATING FUND REVENUE	257,500	255,636	(1,864)
EXPENDITURE			
TOTAL CEMETERY OPERATING FUND EXPENDITURES	260,879	246,892	(13,987)
382-FLEET SERVICES OPERATING FUND			
REVENUE			
TOTAL FLEET SERVICES OPERATING REVENUE	912,991	921,459	8,468
EXPENDITURE			
TOTAL FLEET SERVICES OPERATING EXPENDITURES	908,476	936,415	27,939
384-FLEET REPLACEMENT FUND			
REVENUE			
TOTAL FLEET REPLACEMENT FUND REVENUE	2,436,767	848,096	(1,588,671)
EXPENDITURE			
TOTAL FLEET SERVICES OPERATING EXPENDITURES	2,410,639	554,385	(1,856,254)
410-CEMETERY PERMANENT FUND			
REVENUE			
TOTAL CEMETERY PERMANENT FUND REVENUE	13,500	14,765	1,265
EXPENDITURE			
TOTAL CEMETERY PERMANENT FUND EXPENDITURES	5,000	4,979	(21)
500-2022 BOND PROCEEDS			
REVENUE			
TOTAL 2022 BOND PROCEEDS FUND REVENUE	-	13,483,275	13,483,275
EXPENDITURE			
TOTAL 2022 BOND PROCEEDS FUND EXPENDITURES	-	2,328,552	2,328,552
501-SAMSUNG INFRASTRUCTURE			
REVENUE			
TOTAL SAMSUNG INFRASTRUCTURE REVENUE	-	20,834,122	20,834,122
EXPENDITURE			
TOTAL SAMSUNG INFRASTRUCTURE EXPENDITURES	-	9,502,498	9,502,498

EXHIBIT A
ORDINANCE 2022-44

	<u>FY22 Amended</u> <u>Budget</u>	<u>FY22 Actual</u>	<u>FY22 Year End</u> <u>Amendments</u>
502-SAMSUNG DRRA ESCROW			
REVENUE			
TOTAL SAMSUNG DRRA ESCROW REVENUES	-	1,402,313	1,402,313
EXPENDITURE			
TOTAL SAMSUNG DRRA ESCROW EXPENDITURE	-	969,390	969,390
503-SAMSUNG 3RD PARTY DRRA			
REVENUE			
TOTAL SAMSUNG 3RD PARTY DRRA REVENUE	-	1,000,000	1,000,000
EXPENDITURE			
TOTAL SAMSUNG 3RD PARTY DRRA EXPENDITURE	-	7,126	7,126
600-UTILITY CAPITAL PROJECTS			
REVENUE			
TOTAL UTILITY CAPITAL PROJECTS REVENUES	-	81,837	81,837
EXPENDITURE			
TOTAL UTILITY CAPITAL PROJECTS EXPENDITURE	-	1,620,352	1,620,352

FY 2022 Year-End Budget Amendments



**EXHIBIT A
ORDINANCE 2022-44**

**FY22 Amended
Budget**

FY22 Actual

**FY22 Year End
Amendments**

100 - GENERAL FUND

REVENUES

310 - TAXES	\$	13,639,870	\$	14,465,312	\$	825,442
320 - PERMITS AND LICENSES		974,800		1,341,535		366,735
<i>Sales tax and building permits came in \$850k and \$350k over budget, respectively.</i>						
330 - INTERGOVERNMENTAL REVENUE		386,500		664,141		277,641
340 - CHARGES FOR SERVICES		397,400		637,603		240,203
410 - FINES AND FORFEITURES		231,700		157,413		(74,287)
420 - ASSESSMENTS		23,680		61,299		37,619
430 - USE OF MONEY AND PROP		293,145		227,862		(65,283)
440 - DONATIONS FROM PRIVAT		20,479		195,226		174,747
450 - INTERFUND OPERATING T		1,989,667		2,108,840		119,173
100 - GENERAL FUND TOTAL REVENUES	\$	17,957,241	\$	19,859,233	\$	1,901,992

EXPENDITURES

500 - CITY COUNCIL

100 - EMPLOYEE SERVICES	\$	44,450	\$	32,270	\$	(12,180)
200 - OPERATIONAL SUPPLIES		24,530		10,315		(14,215)
300 - FACILITIES OPERATIONS		3,000		2,392		(608)
500 - CONTRACT SERVICE AND FEES		111,600		128,332		16,732
800 - CONTRIBUTION		35,900		24,393		(11,507)
500 - CITY COUNCIL TOTAL	\$	219,480	\$	197,702	\$	(21,778)

501 - CITY MANAGEMENT

100 - EMPLOYEE SERVICES	\$	527,493	\$	555,033	\$	27,539
200 - OPERATIONAL SUPPLIES		19,500		20,132		632
300 - FACILITIES OPERATIONS		1,825		1,872		47
400 - EQUIPMENT OPERATIONS/MAINTENANCE		1,500		866		(634)
500 - CONTRACT SERVICE AND FEES		3,762		3,808		46
501 - CITY MANAGEMENT TOTAL	\$	554,080	\$	581,711	\$	27,631

503 - PUBLIC INFORMATION

100 - EMPLOYEE SERVICES	\$	78,335	\$	78,001	\$	(334)
200 - OPERATIONAL SUPPLIES		10,110		5,543		(4,567)
300 - FACILITIES OPERATIONS		1,225		893		(332)
500 - CONTRACT SERVICE AND FEES		107,870		117,591		9,721
503 - PUBLIC INFORMATION TOTAL	\$	197,540	\$	202,028	\$	4,488

504 - HUMAN RESOURCES

100 - EMPLOYEE SERVICES	\$	191,810	\$	196,914	\$	5,104
200 - OPERATIONAL SUPPLIES		9,800		5,359		(4,441)
300 - FACILITIES OPERATIONS		625		560		(65)
400 - EQUIPMENT OPERATIONS/MAINTENANCE		1,400		830		(570)
500 - CONTRACT SERVICE AND FEES		80,687		64,925		(15,762)
504 - HUMAN RESOURCES TOTAL	\$	284,322	\$	268,588	\$	(15,734)

505 - CITY CLERK

100 - EMPLOYEE SERVICES	\$	150,975	\$	139,096	\$	(11,879)
200 - OPERATIONAL SUPPLIES		2,200		1,721		(479)

EXHIBIT A
ORDINANCE 2022-44

	<u>FY22 Amended</u>		<u>FY22 Actual</u>	<u>FY22 Year End</u>
	<u>Budget</u>			<u>Amendments</u>
300 - FACILITIES OPERATIONS	625		409	(216)
400 - EQUIPMENT OPERATIONS/MAINTENANCE	6,500		1,328	(5,172)
500 - CONTRACT SERVICE AND FEES	4,000		4,963	963
505 - CITY CLERK TOTAL	\$ 164,300	\$	147,518	\$ (16,782)
512 - FINANCE				
100 - EMPLOYEE SERVICES	\$ 540,671	\$	572,246	\$ 31,575
200 - OPERATIONAL SUPPLIES	7,029		8,671	1,642
300 - FACILITIES OPERATIONS	1,225		998	(227)
400 - EQUIPMENT OPERATIONS/MAINTENANCE	1,930		2,003	73
500 - CONTRACT SERVICE AND FEES	185,660		171,013	(14,647)
512 - FINANCE TOTAL	\$ 736,515	\$	754,931	\$ 18,416
516 - MUNICIPAL COURT				
100 - EMPLOYEE SERVICES	\$ 315,102	\$	239,367	\$ (75,735)
<i>Under budget due to vacancies.</i>				
200 - OPERATIONAL SUPPLIES	10,270		4,311	(5,959)
300 - FACILITIES OPERATIONS	8,462		6,549	(1,913)
400 - EQUIPMENT OPERATIONS/MAINTENANCE	3,100		1,944	(1,156)
500 - CONTRACT SERVICE AND FEES	95,145		57,563	(37,582)
516 - MUNICIPAL COURT TOTAL	\$ 432,079	\$	309,733	\$ (122,346)
522 - DEVELOPMENT SERVICES				
100 - EMPLOYEE SERVICES	\$ 808,885	\$	840,707	\$ 31,822
200 - OPERATIONAL SUPPLIES	16,610		11,402	(5,208)
300 - FACILITIES OPERATIONS	4,625		4,301	(324)
400 - EQUIPMENT OPERATIONS/MAINTENANCE	12,060		12,680	620
500 - CONTRACT SERVICE AND FEES	910,298		1,004,164	93,866
522 - DEVELOPMENT SERVICES TOTAL	\$ 1,752,478	\$	1,873,255	\$ 120,777
<i>Increase in expenditures offset by an increase in permit revenue.</i>				
524 - MAIN STREET PROGRAM				
100 - EMPLOYEE SERVICES	\$ 98,701	\$	95,050	\$ (3,651)
200 - OPERATIONAL SUPPLIES	20,850		18,422	(2,428)
300 - FACILITIES OPERATIONS	625		559	(66)
400 - EQUIPMENT OPERATIONS/MAINTENANCE	1,000		1,429	429
500 - CONTRACT SERVICE AND FEES	200		3,122	2,922
524 - MAIN STREET PROGRAM TOTAL	\$ 121,376	\$	118,581	\$ (2,795)
527 - MOODY MUSEUM				
200 - OPERATIONAL SUPPLIES	\$ 2,200	\$	1,254	\$ (946)
300 - FACILITIES OPERATIONS	6,050		5,093	(957)
500 - CONTRACT SERVICE AND FEES	1,825		200	(1,625)
527 - MOODY MUSEUM TOTAL	\$ 10,075	\$	6,547	\$ (3,528)
527 - PUBLIC LIBRARY				
100 - EMPLOYEE SERVICES	\$ 411,618	\$	402,645	\$ (8,973)
200 - OPERATIONAL SUPPLIES	24,660		22,804	(1,856)
300 - FACILITIES OPERATIONS	24,250		20,325	(3,925)
400 - EQUIPMENT OPERATIONS/MAINTENANCE	1,000		519	(481)
500 - CONTRACT SERVICE AND FEES	13,060		9,863	(3,197)

**EXHIBIT A
ORDINANCE 2022-44**

	<u>FY22 Amended Budget</u>	<u>FY22 Actual</u>	<u>FY22 Year End Amendments</u>
700 - CAPITAL OUTLAY	46,700	53,762	7,062
532 - PUBLIC LIBRARY TOTAL	\$ 521,288	\$ 509,919	\$ (11,369)
542 - FIRE			
100 - EMPLOYEE SERVICES	\$ 2,421,286	\$ 2,416,533	\$ (4,753)
200 - OPERATIONAL SUPPLIES	90,004	70,230	(19,774)
300 - FACILITIES OPERATIONS	32,800	29,870	(2,930)
400 - EQUIPMENT OPERATIONS/MAINTENANCE	337,681	336,252	(1,429)
500 - CONTRACT SERVICE AND FEES	82,718	80,823	(1,895)
700 - CAPITAL OUTLAY	57,330	57,330	0
542 - FIRE TOTAL	\$ 3,021,819	\$ 2,991,038	\$ (30,781)
552 - POLICE			
100 - EMPLOYEE SERVICES	\$ 3,763,662	\$ 3,637,215	\$ (126,447)
<i>Under budget due to vacancies.</i>			
200 - OPERATIONAL SUPPLIES	68,745	43,600	(25,145)
300 - FACILITIES OPERATIONS	34,700	31,945	(2,755)
400 - EQUIPMENT OPERATIONS/MAINTENANCE	268,583	267,723	(860)
500 - CONTRACT SERVICE AND FEES	241,040	215,349	(25,691)
700 - CAPITAL OUTLAY	93,000	92,621	(380)
800 - CONTRIBUTION	25,000	25,000	-
552 - POLICE TOTAL	\$ 4,494,730	\$ 4,313,452	\$ (181,278)
558 - ANIMAL CONTROL			
100 - EMPLOYEE SERVICES	\$ 121,598	\$ 131,752	\$ 10,154
200 - OPERATIONAL SUPPLIES	8,330	4,973	(3,357)
300 - FACILITIES OPERATIONS	29,600	48,790	19,190
400 - EQUIPMENT OPERATIONS/MAINTENANCE	11,496	11,496	-
500 - CONTRACT SERVICE AND FEES	89,700	97,248	7,548
700 - CAPITAL OUTLAY	10,500	10,491	(9)
558 - ANIMAL CONTROL TOTAL	\$ 271,224	\$ 304,750	\$ 33,526
563 - STREET & GROUND MAINTENANCE			
100 - EMPLOYEE SERVICES	\$ 1,110,447	\$ 1,161,630	\$ 51,183
200 - OPERATIONAL SUPPLIES	142,414	145,733	3,319
300 - FACILITIES OPERATIONS	94,440	84,861	(9,579)
400 - EQUIPMENT OPERATIONS/MAINTENANCE	317,894	313,905	(3,989)
500 - CONTRACT SERVICE AND FEES	375,703	281,230	(94,473)
563 - STREET & GROUND MAINTENANCE TOTAL	\$ 2,040,898	\$ 1,987,359	\$ (53,539)
565 - PARKS & RECREATION			
100 - EMPLOYEE SERVICES	\$ 570,460	\$ 493,832	\$ (76,628)
200 - OPERATIONAL SUPPLIES	90,453	84,384	(6,069)
300 - FACILITIES OPERATIONS	150,691	175,660	24,969
400 - EQUIPMENT OPERATIONS/MAINTENANCE	98,571	89,506	(9,065)
500 - CONTRACT SERVICE AND FEES	180,061	379,573	199,512
<i>TRP project offset by funds received from Valero.</i>			
700 - CAPITAL OUTLAY	186,580	186,574	(6)
565 - PARKS & RECREATION TOTAL	\$ 1,276,816	\$ 1,409,529	\$ 132,713

**EXHIBIT A
ORDINANCE 2022-44**

	<u>FY22 Amended Budget</u>	<u>FY22 Actual</u>	<u>FY22 Year End Amendments</u>
566 - INTERNAL SVCS/BLDG			
100 - EMPLOYEE SERVICES	\$ 307,225	\$ 316,362	\$ 9,137
200 - OPERATIONAL SUPPLIES	23,370	21,044	(2,326)
300 - FACILITIES OPERATIONS	189,612	205,359	15,747
400 - EQUIPMENT OPERATIONS/MAINTENANCE	36,667	37,355	688
500 - CONTRACT SERVICE AND FEES	22,556	27,483	4,927
700 - CAPITAL OUTLAY	-	104,199	104,199
<i>2022 Building Improvements funded through the 2017 bond funds.</i>			
566 - INTERNAL SVCS/BLDG TOTAL	\$ 579,430	\$ 711,802	\$ 132,372
573 - ENGINEERING & INSPECT			
500 - CONTRACT SERVICE AND FEES	\$ 448,000.00	\$ 426,568.56	\$ (21,431)
573 - ENGINEERING & INSPECT TOTAL	\$ 448,000.00	\$ 426,568.56	\$ (21,431)
575 - INFORMATION TECHNOLOGY (IT)			
100 - EMPLOYEE SERVICES	\$ -	\$ 2,422	\$ 2,422
200 - OPERATIONAL SUPPLIES	-	2,521	2,521
300 - FACILITIES OPERATIONS	30,680	30,323	(357)
500 - CONTRACT SERVICE AND FEES	188,154	193,024	4,870
575 - INFORMATION TECHNOLOGY (IT) TOTAL	\$ 218,834	\$ 228,291	\$ 9,457
592 - NON DEPARTMENTAL			
500 - CONTRACT SERVICE AND FEES	\$ 343,327	\$ 707,622	\$ 364,295
<i>Grant administration services (GLO grant, etc) and the downtown projects (2nd & Main, planters, wayfinding signs).</i>			
700 - CAPITAL OUTLAY	22,500	-	(22,500)
800 - CONTRIBUTION	416,434	350,640	(65,794)
592 - NON DEPARTMENTAL TOTAL	\$ 782,261	\$ 1,058,263	\$ 276,002
TOTAL GENERAL FUND EXPENDITURES	\$ 18,127,545	\$ 18,401,566	\$ 274,021
NET GENERAL FUND SURPLUS/(DEFICIT)	(170,304)	1,457,667	

119 - TAX INCREMENT FINANCING FUND (TIF) #1

REVENUE

TOTAL TIF #1 REVENUE	411,500	419,615	8,115
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EXPENDITURE

TOTAL TIF #1 EXPENDITURES	408,032	383,032	(25,000)
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120 - HOTEL MOTEL TAX FUND

REVENUE

TOTAL HOTEL MOTEL REVENUE	190,000	296,002	106,002
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EXPENDITURE

TOTAL HOTEL MOTEL EXPENDITURES	204,000	218,916	14,916
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**EXHIBIT A
ORDINANCE 2022-44**

	<u>FY22 Amended Budget</u>	<u>FY22 Actual</u>	<u>FY22 Year End Amendments</u>
123 - MAIN STREET REVENUE FUND			
REVENUE			
TOTAL MAIN STREET REVENUE	108,100	104,922	(3,178)
EXPENDITURE			
TOTAL MAIN STREET EXPENDITURES	108,100	88,493	(19,607)
124-CEMETERY LAND & TRUST			
REVENUE			
TOTAL CEMETERY LAND & TRUST REVENUE	500	368	(132)
EXPENDITURE			
TOTAL CEMETERY LAND & TRUST EXPENDITURE	-	-	-
125-MUNICIPAL COURT SPECIAL FEE			
REVENUE			
TOTAL MUNICIPAL CRT SPECIAL FEE REVENUE	19,000	12,657	(6,343)
EXPENDITURE			
TOTAL MUNICIPAL CRT SPECIAL FEE REVENUE	9,712	4,275	(5,437)
129-LIBRARY GRANT/DONATION			
REVENUE			
TOTAL LIBRARY GRANT/DONATION REVENUE	700	6,002	5,302
EXPENDITURE			
TOTAL LIBRARY GRANT/DONATION EXPENDITURE	2,050	100	(1,950)
140-I&S FOR GO BONDS			
REVENUE			
TOTAL I&S FOR GO BONDS REVENUE	3,233,000	3,272,844	39,844
EXPENDITURE			
TOTAL I&S FOR GO BONDS EXPENDITURES	3,195,350	3,148,441	(46,909)
143-MDUS I&S			
REVENUE			
TOTAL MDUS I&S REVENUE	275,450	275,450	-
EXPENDITURE			
TOTAL MDUS I&S EXPENDITURES	275,450	277,171	1,721
144-I&S UTILITY CO'S & BONDS			
REVENUE			
TOTAL I&S UTILITY CO'S & BONDS REVENUE	2,618,490	2,618,490	-
EXPENDITURE			
TOTAL I&S UTILITY CO'S & BONDS EXPENDITURE	2,618,490	2,622,385	3,895

EXHIBIT A
ORDINANCE 2022-44

	<u>FY22 Amended</u> <u>Budget</u>	<u>FY22 Actual</u>	<u>FY22 Year End</u> <u>Amendments</u>
146-I&S FOR AIRPORT CO'S			
REVENUE			
TOTAL I&S FOR AIRPORT CO'S REVENUE	104,594	104,594	-
EXPENDITURE			
TOTAL I&S FOR AIRPORT CO'S EXPENDITURES	104,594	104,281	(313)
147-TUF (STREETS) I&S FUND			
REVENUE			
TOTAL TUF STREETS I&S FUND REVENUE	290,519	290,519	-
EXPENDITURE			
TOTAL TUF STREETS I&S FUND EXPENDITURE	290,519	290,041	(478)
162-GENERAL CAPITAL IMPROVEMENTS			
REVENUES			
330 - INTERGOVERNMENTAL REVENUE	-	2,563,376	2,563,376
<i>2nd and final payment of the CLFRF federal funds (COVID relief).</i>			
430 - USE OF MONEY AND PROP	-	17,938	17,938
440 - DONATIONS FROM PRIVAT	-	92,000	92,000
450 - INTERFUND OPERATING T	-	1,395,123	1,395,123
470 - PROCEEDS GEN LONG TERM DEBT	-	5,325,000	5,325,000
<i>Funds received from the issuance of the 2022 Tax Note for the pool improvements.</i>			
162 - GENERAL CAPITAL IMPROVEMENTS TOTAL	\$ -	\$ 9,393,437	\$ 9,393,437
EXPENDITURES			
500 - CAPITAL PROJECTS	-	6,019	6,019
561 - CDBG W. 3RD ST	-	82,500	82,500
576 - GIVENS COMMUNITY CENTER	-	505	505
637 - 2013 BOND PROJECTS	-	383,608	383,608
661 - ADMINISTRATIVE COSTS	-	64,275	64,275
685 - TRPSC EXPANSION	-	554,847	554,847
694 - HOME PROGRAM TDHCA	-	386,702	386,702
802 - MURPHY PARK IMPROVEMENTS	-	195,087	195,087
901 - 2019 BOND PROJECTS	-	1,562,747	1,562,747
<i>Expenditures for the streets reconstruction projects funded through 2019 bond funds.</i>			
162 - GENERAL CAPITAL IMPROVEMENTS TOTAL	\$ -	\$ 3,236,290	\$ 3,236,290
164 - MDUS IMPROVEMENT PROJECTS			
REVENUES			
TOTAL MDUS IMPROVEMENT PROJECTS REVE	-	3,238	3,238
EXPENDITURES			
TOTAL MDUS IMPROVEMENT PROJECTS EXPE	-	575,640	575,640

**EXHIBIT A
ORDINANCE 2022-44**

	<u>FY22 Amended Budget</u>	<u>FY22 Actual</u>	<u>FY22 Year End Amendments</u>
165-2013 COMBINATION CO			
REVENUE			
TOTAL 2013 COMBINATION CO REVENUE	-	8,192	8,192
EXPENDITURE			
TOTAL 2013 COMBINATION CO EXPENDITURES	-	637,166	637,166
166-2017 PERFORMANCE CONTRACT			
REVENUE			
TOTAL 2017 PERFORMANCE CONTRACT REVE	-	2,487	2,487
EXPENDITURE			
TOTAL 2017 PERFORMANCE CONTRACT EXPE	-	48,124	48,124
200-ROADWAY IMPACT FEE FUND			
REVENUE			
TOTAL ROADWAY IMPACT FEE FUND REVENU	60,000	123,085	63,085
EXPENDITURE			
TOTAL ROADWAY IMPACT FEE FUND EXPENDI	60,000	15,343	(44,657)
210-TRANSPORTATION FUND			
REVENUE			
TOTAL TRANSPORTATION FUND REVENUES	828,000	782,722	(45,278)
EXPENDITURE			
TOTAL TRANSPORTATION FUND EXPENSES	821,319	756,731	(64,588)
300-MUNICIPAL DRAINAGE UTILITY			
REVENUE			
TOTAL MUNICIPAL DRAINAGE UTILITY REVENU	522,500	482,161	(40,339)
EXPENDITURE			
TOTAL MUNICIPAL DRAINAGE UTILITY EXPEND	513,600	489,552	(24,048)
320-SANITATION FUND			
REVENUE			
TOTAL SANITATION FUND REVENUES	1,977,600	1,854,893	(122,707)
EXPENDITURE			
TOTAL SANITATION FUND EXPENDITURES	1,946,700	1,986,422	39,722
340-PUBLIC UTILITIES FUND			
REVENUES			
320 - PERMITS AND LICENSES	1,000	1,200	200
340 - CHARGES FOR SERVICES	10,953,500	10,809,305	(144,195)
420 - ASSESSMENTS	427,000	118,676	(308,324)
<i>Additional meters ordered. Meter fee revenue lags the expense.</i>			
430 - USE OF MONEY AND PROP	95,500	108,940	13,440
460 - PROCEEDS GEN FIXED ASSETS	2,000	4,697	2,697
340 - PUBLIC UTILITIES TOTAL REVENUES	\$ 11,479,000	\$ 11,042,818	\$ (436,182)

**EXHIBIT A
ORDINANCE 2022-44**

**FY22 Amended
Budget**

FY22 Actual

**FY22 Year End
Amendments**

EXPENDITURES

701 - UTILITIES ADMINISTRATION	501,743	461,787	(39,956)
706 - WASTEWATER TREATMENT	994,196	872,301	(121,895)
708 - UTILITY DISTRIBUTION / MAINTENANCE	2,545,152	2,145,799	(399,353)
<i>Spent less than budget on on-going projects for meters, SCADA, manhole inspections and Old Coupland Road.</i>			
709 - NON-DEPARTMENTAL	7,777,278	7,609,669	(167,609)
340 - PUBLIC UTILITIES TOTAL EXPENDITURES	\$ 11,818,369	\$ 11,089,556	\$ (728,813)

NET 340-UTILITY FUND SURPLUS/(DEFICIT)	(339,369)	(46,737)
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345-UTILITY IMPACT FEE FUND

REVENUE

TOTAL UTILITY IMPACT FEE FUND REVENUES	425,000	676,466	251,466
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EXPENDITURE

TOTAL UTILITY IMPACT FEE FUND EXPENDITURE	160,000	21,807	(138,193)
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350-AIRPORT FUND

REVENUE

TOTAL AIRPORT FUND REVENUES	493,935	619,034	125,099
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EXPENDITURE

TOTAL AIRPORT FUND EXPENDITURES	505,969	637,545	131,576
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370-CEMETERY OPERATING FUND

REVENUE

TOTAL CEMETERY OPERATING FUND REVENUE	257,500	255,636	(1,864)
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EXPENDITURE

TOTAL CEMETERY OPERATING FUND EXPENDITURE	260,879	246,892	(13,987)
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382-FLEET SERVICES OPERATING

REVENUE

TOTAL FLEET SERVICES OPERATING REVENUE	912,991	921,459	8,468
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EXPENDITURE

TOTAL FLEET SERVICES OPERATING EXPENDITURE	908,476	936,415	27,939
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384-FLEET REPLACEMENT FUND

REVENUE

TOTAL FLEET REPLACEMENT FUND REVENUE	2,436,767	848,096	(1,588,671)
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Revenue and Expense budget included \$2,000,000 in vehicles and equipment funded through the 2022 CO bond funds. Purchases are still ongoing and have been moved to Fund 500-2022 Bond Proceeds.

EXPENDITURE

TOTAL FLEET SERVICES OPERATING EXPENDITURE	2,410,639	554,385	(1,856,254)
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**EXHIBIT A
ORDINANCE 2022-44**

**FY22 Amended
Budget**

FY22 Actual

**FY22 Year End
Amendments**

410-CEMETERY PERMANENT FUND

REVENUE

TOTAL CEMETERY PERMANENT FUND REVEN	13,500	14,765	1,265
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EXPENDITURE

TOTAL CEMETERY PERMANENT FUND EXPEN	5,000	4,979	(21)
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500-2022 BOND PROCEEDS

REVENUE

TOTAL 2022 BOND PROCEEDS FUND REVENUE	-	13,483,275	13,483,275
<i>Tax supported portion of the 2022 CO bond funds received.</i>			

EXPENDITURE

TOTAL 2022 BOND PROCEEDS FUND EXPENDI	-	2,328,552	2,328,552
<i>2022 CO bond fund project expenses.</i>			

501-SAMSUNG INFRASTRUCTURE

REVENUE

TOTAL SAMSUNG INFRASTRUCTURE REVENUE	-	20,834,122	20,834,122
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EXPENDITURE

TOTAL SAMSUNG INFRASTRUCTURE EXPENDI	-	9,502,498	9,502,498
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502-SAMSUNG DRRA ESCROW

REVENUE

TOTAL SAMSUNG DRRA ESCROW REVENUES	-	1,402,313	1,402,313
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EXPENDITURE

TOTAL SAMSUNG DRRA ESCROW EXPENDITU	-	969,390	969,390
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503-SAMSUNG 3RD PARTY DRRA

REVENUE

TOTAL SAMSUNG 3RD PARTY DRRA REVENUE	-	1,000,000	1,000,000
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EXPENDITURE

TOTAL SAMSUNG 3RD PARTY DRRA EXPENDIT	-	7,126	7,126
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600-UTILITY CAPITAL PROJECTS

REVENUE

TOTAL UTILITY CAPITAL PROJECTS REVENUE	-	81,837	81,837
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EXPENDITURE

TOTAL UTILITY CAPITAL PROJECTS EXPENDIT	-	1,620,352	1,620,352
<i>2022 CO bond fund project expenses.</i>			



City Council Meeting November 10, 2022 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 6
Agenda Title: Presentation and discussion regarding Egret population and 4th of July firework display location assessment at Murphy Park.

Council Action to be taken: Receive Presentation and provide feedback

Department Submitted: Parks and Recreation

Staff Contact: Tyler Bybee, Parks and Recreation Director

1. PURPOSE/DESCRIPTION

The purpose of this agenda item is to present council with information and have a discussion regarding the Egret population in Taylor and Murphy Park. This also includes discussion regarding the location of the 4th of July firework display and its proximity to the egret rookery.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

Murphy Park is home to a large inland Egret Rookery with thousands of birds using the location as their Spring/Summer nesting grounds. This has occurred in this location for decades. Most of these birds use the island in the lake as their nesting grounds. The lack of trees and foliage on the island and the increased number of birds migrating to Taylor has resulted in the birds spilling out into other areas around the park. The birds were observed nesting on the east bank in larger numbers than previously observed. It is estimated that this year's migration consisted of 400-500 larger great egrets and 2000-3000 cattle egrets. This large amount of wildlife in a concentrated area comes with many challenges. The large amount of feces produced by the birds has a detrimental effect on the water quality of City Lake and creates a fowl odor during the hot summer months. This past season the birds nesting in the trees behind the Williamson County EMS became an issue for the EMS staff. The rookery does provide bird watchers with a easily accessible viewing area to observe the birds. It is estimated that the park receives hundreds of visitors each season that come to Taylor to view the egrets and herons.

In 2008-2009 many egrets began nesting in residential areas in the city creating a variety of issues for the homeowners in those areas. With the assistance of Texas A&M AgriLife Extension-Wildlife Services and the Taylor Animal Control Department through the use of a variety of harassment techniques these neighborhoods were successful in not allowing the birds to reneest in their neighborhoods.

Prior to the 2022 nesting season the Parks and Recreation Director consulted with Texas A&M AgriLife Extension-Wildlife Services and Texas Parks and Wildlife biologist regarding recommended management techniques. Parks and Recreation Staff also tried to deter egrets from nesting in the trees behind the Williamson County EMS building in the southeastern portion of Murphy Park. The harassment was stopped when staff found there were eggs in the nests in the trees behind the EMS

Egrets and herons are protected by state and federal laws. Texas Parks and Wildlife Code - Chapter 64 states that “no person may:

- 1) catch, kill, injure, pursue, or possess, dead or alive, or purchase, sell, expose for sale, transport, ship, or receive or deliver for transportation, a bird that is not a game bird;
- 2) possess any part of the plumage, skin, or body of a bird that is not a game bird; or
- 3) disturb or destroy the eggs, nest, or young of a bird that is not a game bird.”

The Migratory Bird Treaty Act (MBTA), implemented by the U.S. Fish and Wildlife Service (USFWS), makes it unlawful to pursue, hunt, take, capture, kill or sell native migratory birds. The MBTA applies to all migratory bird species that are native to the United States or U.S. territories. A native migratory bird species is one that is present as a result of natural biological or ecological processes.

It is legal to harass birds to deter them from an undesired location however, once a bird lays an egg in the nest, all harassment and deterrent techniques must stop. Egrets and herons can be harassed without a permit except during their active nesting season. A nest becomes active when the first egg is laid and remains active until fledged young are no longer dependent on the nest. Nests that are empty or are in the process of being built but do not yet have an egg in them are considered inactive and can be removed and disposed of. Under very limited circumstances, USFWS may issue permits to take active nests. These permits are usually only issued when the particular nest is causing a human health or safety concern, or the nesting birds are in immediate danger.

After the July 4th firework show, concerns were raised about the proximity of the firework launch location to the nesting location of the egrets (200-300ft). These concerns prompted a follow up meeting in early August 2022 with Texas A&M AgriLife Extension-Wildlife Services and the City of Taylor (Parks, Animal Control and City Management) along with many follow up conversations with Texas Parks and Wildlife Department. The conclusion from this meeting and consultations were as follows.

- The city should institute a phased management plan to address the egrets, using multiple city resources including Parks/Public Works, Animal Control and possible contracted management services.
- Identified certain areas of the park that should be the focus of harassment techniques. Specifically, the area around the EMS building and the west side Murphy Park around the swimming pool/playground/tennis/pavilion areas.
- The city would apply for a depredation permit through USFWS to prepare for measures needed to be taken if the birds try to nest in less desirable high traffic areas of the park.
- Removal of the egrets in their entirety is not a feasible solution and could push the birds back into residential neighborhoods creating a severe negative impact on the residents.
- The location of the firework show should be reviewed, and alternate launch locations identified to avoid any future legal repercussions on a state/federal level

After discussions with the American Legion (sponsor of fireworks show), their fireworks vendor and the Taylor Fire Department two possible launch sites have been identified.

- One location is in the parking area between the American Legion Hall and the Tennis Courts in Murphy Park.
- The other location is north of Murphy Park along the hike and bike trail along Bull Branch.

Each one of these locations has its pros and cons, but from the initial investigation they would be a feasible solution to keeping the fireworks show in the Murphy Park area and would be far enough away from rookery to minimize any impact on the egrets.

In summary, a proactive multifaceted management plan must be implemented. With the limited city resources to devote to this staff is recommending that for the 2023 nesting season we focus on deterring the egrets from nesting in the areas behind the EMS station and do not allow roosting in the main portion of Murphy Park. In the future, if more robust management is desired that City will need to look at contracted services to assist.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• Possible Eco tourism opportunities with bird watching community • Proactive management can reduce the impact on residents and park visitors	• Health concerns due to large number of egrets in Murphy Park • City resources and funds dedicated to management of Egret Rookery

4. RECOMMENDATION

Receive report and provide recommendations

5. FUNDING SOURCE

NA

6. TIMELINE

7. OTHER OPTIONS (In order of preference)

N/A

8. ATTACHMENTS

6a. [Egret PowerPoint presentation](#)

6b. [July 4th fireworks PowerPoint presentation](#)

USDA-APHIS-Wildlife Services

Texas A&M AgriLife Extension-Wildlife Services

Texas Wildlife Damage Management Association

The Texas Wildlife Services Program provides statewide leadership in the science, education and practice of wildlife management to protect the state's agricultural, industrial and natural resources, as well as the public's health, safety and property.



2008 Cattle Egret Rookery

Carolyn Dr.

- Homeowner applied for Migratory Bird Depredation Permit (MBDP)
- Homeowner trimmed trees w/nests
- Wildlife Services assisted with bird removal from trimmed trees



2008-2009 WS advisory role

- Residents on Holly Lane applied for MBDP, habitat modification
- Conducted Hazing, Harassment with city approval
- Prevented establishment of the cattle egret rookery in this area

2008-2011 WS advisory role

- Taylor PD, Animal Control.
- MBDP, Hazing, Harassment, Habitat Modification



2022 Multi year program Integrated Wildlife Management Plan

- Habitat Modification
- Monitoring
- MBDP
- Harassment/Hazing
- Lethal removal if necessary



Cattle Egret Rookery Management - Things to consider

- Who is the lead? Possible future staffing/contract needs depending on plan?
- Private citizens involved in hazing/harassment?
- Nest at Murphy Park?
- Young birds can spend about 2 weeks on the ground
- If nest at Murphy Park. Fireworks? Review future options, to avoid violation of Migratory Bird Treaty Act?
- Construct artificial nest sites?



Murphy Park and Bull Branch Park waterfowl

- Prevent dumping of domestic fowl
- Institute egg oiling or egg addling program. This will allow the population to decrease over time.
- Lake Management Company to monitor health of the lake

Muscovy Ducks. Males reach sexual maturity in 29 weeks, and the female matures in 28 weeks. The mating season of the Muscovy can last from August to May. This can vary by climate, and the females can have three to four broods per year if she has sufficient protein in her diet.

Domestic Geese. Typically, lay eggs once per year in the spring between February and May. Geese usually lay their eggs in small clutches of roughly five eggs per year, but some species can lay up to 50 eggs in a single year

Egret Population and 4th of July Firework Display Location Assessment at Murphy Park.

City Council Meeting
November 10th, 2022

Egrets in Taylor

- Murphy Park is home to a large inland egret rookery with thousands of birds using the location as their Spring/Summer nesting grounds.
- Most of these birds use the island in the lake as their nesting grounds. The lack of trees and foliage on the island and the increased number of birds migrating to Taylor has resulted in the birds spilling out into other areas around the park/city.
- This year the birds were observed nesting on the east bank in larger numbers than previously observed. It is estimated that this year's migration consisted of 400-500 larger great egrets and 2000-3000 cattle egrets.



Challenges with an Urban Inland Rookery

- The large amount of feces produced by the birds has a detrimental effect on the water quality of City Lake and creates a fowl odor during the hot summer months. This past season the birds nesting in the trees behind the Williamson County EMS became an issue for the EMS staff.
- As available nesting areas in the park are limited. The continuance of the birds expanding their nesting area is to be expected and needs to be planned for.

Eco Tourism through Birding

- Birding Eco Tourism is a multi billion-dollar industry worldwide
- Taylor already receives many birders at Murphy Park and Taylor Regional Park
- Eagle scout project ongoing to add a birding blind to the lake area at Taylor Regional Park



State and Federally Protected

- Texas Parks and Wildlife Code - Chapter 64
- The Migratory Bird Treaty Act (MBTA), implemented by the U.S. Fish and Wildlife Service (USFWS)

Management Plan

- Prior to the 2022 nesting season the City consulted with Texas A&M AgriLife Extension-Wildlife Services and Texas Parks and Wildlife biologist regarding recommended management techniques. Parks and Recreation Staff also tried to deter egrets from nesting in the trees behind the Williamson County EMS building in the southeastern portion of Murphy Park. The deterrence plan was stopped when staff found there were eggs in the nests.



Management moving forward

- After the July 4th firework show, concerns were raised about the proximity of the firework launch location to the nesting location of the egrets (200-300ft). These concerns prompted a follow up meeting in early August 2022 with Texas A&M AgriLife Extension-Wildlife Services and the City of Taylor (Parks, Animal Control and City Management) along with many follow up conversations with Texas Parks and Wildlife Department.

Management moving forward

- The city should institute a phased management plan to address the egrets, using multiple city resources including Parks/Public Works, Animal Control and possible contracted management services.
- Identified certain areas of the park that should be the focus of harassment techniques to deter nesting. Specifically, the areas around the EMS building and the west side Murphy Park around the swimming pool/playground/tennis/pavilion areas.
- Removal of the egrets in their entirety is not a feasible solution and could push the birds back into residential neighborhoods creating a severe negative impact on the residents.



Firework Launch Site

- The location of the firework show should be reviewed, and alternate launch locations identified to avoid any future legal repercussions on a state/federal level.
- After discussions with the American Legion(sponsor of fireworks show), their fireworks vendor and the Taylor Fire Department two possible launch sites have been identified.



Proposed Fireworks Site B

Remodel Your Bathroom - Taylor

Taylor Pickleball Courts

350 ft Radius

Taylor Area Tennis Association

Nesting Area
1000 ft

Murphy Park Parking

Murphy Park

Fallout Zone

Shoot Site

Taylor Parks Department

Fallout Zone

American Legion Post 39

Basketball Courts

Memorial Field

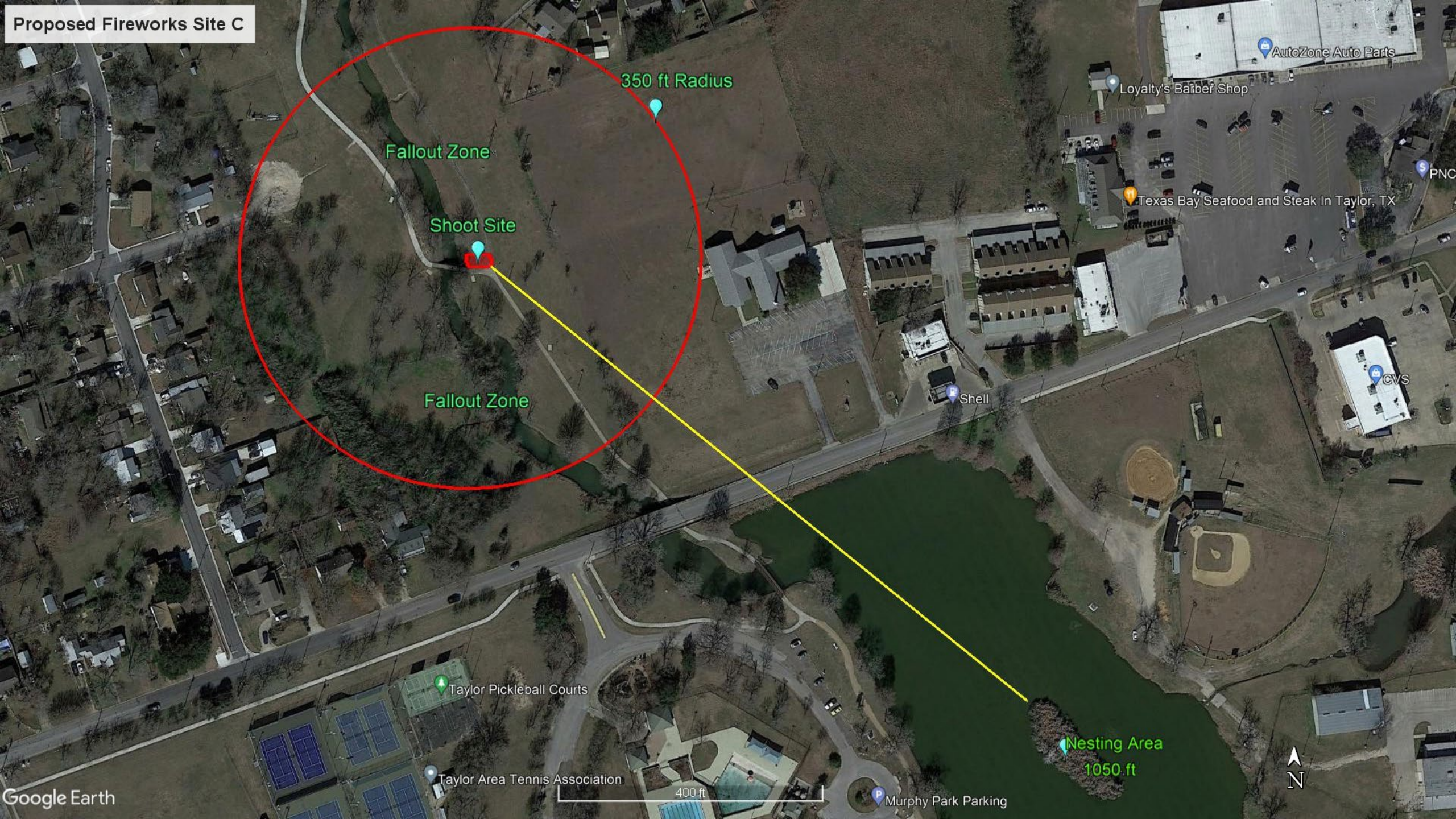
Park Place Apartments

Air Repair Co

Google Earth

400 ft





Proposed Fireworks Site C

350 ft Radius

Fallout Zone

Shoot Site

Fallout Zone

Nesting Area
1050 ft



Questions?



City Council Meeting

November 10, 2022

Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 7
Agenda Title: Consider Ordinance 2022-43, revising Council compensation

Council Action to be taken: Consider adopting ordinance

Department Submitted: City Management

Staff Contact: Jeff Jenkins, Deputy City Manager

1. PURPOSE/DESCRIPTION

This is the second reading and review of Ordinance 2022-43, revising Council compensation.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

At the Council meeting on October 13th, City Council reviewed the possible process options and methods to revise Council compensation. From the discussion, Council approved using the Georgetown survey to revise the compensation and to set the revised compensation by ordinance.

At the October 27th Council meeting, Council directed staff to revise the purposed ordinance to reflect \$1,200.00/month for Council members, and \$1,500.00/month for the Mayor. Based on twenty-two regular meeting schedule, the payment for each meeting attendance would be \$654.54 for Council members and \$818.18 for the Mayor. The City of Taylor has twenty-two regular meetings in the year and typically only one regular meeting in November and December.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
Better compensation for Council based upon greater time commitment	Budget increase

4. RECOMMENDATION

Consider adoption Ordinance.

5. FUNDING SOURCE

General Fund

6. TIMELINE

N/A

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

Do not modify Council compensation and remain at \$25/month.

8. ATTACHMENTS

- 7a. [Power point presentation](#)
- 7b. [Georgetown Survey](#)
- 7c. [2006 minutes adopting Council Compensation](#)
- 7d. [Ordinance 2022-43](#)
- 7e. [Charter reference](#)

Council Compensation

11/10/2022 City Council meeting



Current Status

- October 13th meeting - approved to bring back Georgetown Survey, as process to review
- October 27th meeting – revise ordinance, \$1200./month for Council Members, \$1500./month for Mayor.
- Pay could be retroactive effective October 1st
- Recommend paying monthly moving forward



Georgetown Mayor and Councilmember Compensation Comparison - March 2021									
City	2020 Official Population	# of Employees	Mayor's Compensation (annual)	Council Compensation (annual)	# of Regular Meetings per Month	Utilities	Public Library	Airport	Notes
Bastrop									
Belton	22,833	170	\$1	\$1	2	Yes	Yes	No	Utilities - water and sewer
Cedar Park	82,460	480	\$0	\$0	2	Yes	Yes	No	Utilities - water and wastewater
College Station	124,710	little over 900	\$0	\$0	2	Yes	Yes	Yes	Travel expenses covered for Mayor and Council
Elgin									
Georgetown	75,132	736	\$21,600	\$16,800	2	Yes	Yes	Yes	736 - includes full time and part time regular employees
Hutto									
Killeen	130,000	1,300	\$2,400	\$1,200	2	Yes	Yes	Yes	2 libraries 2 airport - one commercial and one non-commercial
Lampasas	7,000	127	\$1	\$1	2	Yes	Yes	Yes	
Leander									
Liberty Hill	3,951	52	\$40,000	\$12,000	3	Yes	Yes	No	Utilities - water and wastewater
New Branufels	79,438	350	\$1,800	\$1,200	2	No	Yes	Yes	Annual total based on regular meetings only
Pflugerville	67,796	331	\$0	\$0	2	Yes	Yes	No	Utilities - water Charter Section 3.04: "Members of the city council shall serve without compensation, but shall be entitled to payment of or reimbursement for all necessary expenses incurred in the performance of official duties, upon approval by
Round Rock	119,605	952	\$14,400	\$11,400	2	Yes	Yes	No	Utilities - not electric Annual total = \$1000/month plus \$200/month vehicle allowance (Mayor) and \$750/month plus \$200/month vehicle allowance (Council) All members of Council also receive other benefits City employees get
San Marcos	66,952	700	\$26,400	\$23,400	2	Yes	Yes	Yes	Annual total = 1700/Month +500 for reimbursable expenses for Mayor and 1450/Month +500 for reimbursable expenses for Council
Taylor	17,383	166	\$300	\$300	2	Yes	Yes	Yes	\$25/month for both Mayor and council
Temple									
Waco	135,858	1,500	\$6,000	\$6,000	2 plus several committee meetings	Yes	Yes	Yes	Utilities - Water NO Salary; Council Received stipend of \$500 a month, travel, TML Membership, and provided with a I-Pad, I-Phone (Mayor and Council)

Questions



Mayor and Councilmember Compensation Comparison - March 2021									
City	2020 Official Population	# of Employees	Mayor's Compensation (annual)	Council Compensation (annual)	# of Regular Meetings per Month	Utilities	Public Library	Airport	Notes
Bastrop									
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Leander									
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New Braunfels	79,438	350	\$1,800	\$1,200	2	No	Yes	Yes	Annual total based on regular meetings only Utilities - water
Pflugerville	67,796	331	\$0	\$0	2	Yes	Yes	No	Charter Section 3.04: "Members of the city council shall serve without compensation, but shall be entitled to payment of or reimbursement for all necessary expenses incurred in the performance of official duties, upon approval by Utilities - not electric
Round Rock	119,605	952	\$14,400	\$11,400	2	Yes	Yes	No	Annual total = \$1000/month plus \$200/month vehicle allowance (Mayor) and \$750/month plus \$200/month vehicle allowance (Council) All members of Council also receive other benefits City employees get
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The City Council of the City of Taylor met on August 29, 2006, at City Hall, 400 Porter St., Taylor, Texas. Mayor Bernabe Gonzales declared a quorum and called the meeting to order at 6:00 p.m. with the following present:

Mayor Pro Tem Donald Hill
 Council Member Rod Hortenstine
 Council Member Ella Jez
 Council Member John McDonald

Frank Salvato, City Manager
 Assistant City Manager, Jim Dunaway
 City Attorney, Ted Hejl
 City Clerk, Susan Brock

INVOCATION

Council Member Hortenstine led the group in prayer.

PLEDGE OF ALLEGIANCE

CITIZENS COMMUNICATION

No citizens came forward during this time.

REGULAR AGENDA – REVIEW/DISCUSS & CONSIDER/ACTION:

1. CONDUCT SECOND PUBLIC HEARING ON AD VALOREM TAX RATE AND 2006-2007 BUDGET.

a) Ordinance 2006-18 fixing and levying ad valorem tax rate for tax year 2006-2007.

Assistant City Manager Jim Dunaway presented additional information regarding the proposed Tax Rate. For clarification, he developed a comparison chart indicating the specific amount of tax increase from last year. With the rate set at \$0.795000 the actual rate for Maintenance and Operations (M&O) will increase while the Interest and Sinking (I&S) will decrease resulting in an overall \$7.06 increase in taxes for the average priced home* in Taylor (*NOTE: The Williamson County Appraisal District (WCAD) provided the average priced home at \$82,922 for comparison.)

TAX RATE COMPARISON

RATE	BREAKDOWN		\$100,000 HOME		TOTAL TAXES PAID	\$82,922 HOME*		TOTAL TAXES PAID
	M&O	I&S	M&O	I&S		M&O	I&S	
2005-06								
\$0.786500	\$0.569800	\$0.216700	\$569.80	\$216.70	\$786.50	\$472.49	\$179.69	\$652.18
2006-07								
\$0.795000	\$0.596530	\$0.198470	\$596.53	\$198.47	\$795.00	\$494.66	\$164.58	\$659.24
TOTALS								
+\$0.008500	+\$0.02673	-\$0.01823	+\$26.73	-\$18.23	+\$8.50	+\$22.17	-\$15.11	+\$7.06

*2006-07 Average Homestead Value per WCAD

However, according to state law the Ordinance adopting the tax rate and the public newspaper ad must include a statement regarding the effect the increase will have on a \$100,000 home and only includes the M&O figure, potentially creating confusion for the public.

Using this information, the Ordinance and announcement must read: "THIS RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$26.73".

Mayor Gonzales declared the Public Hearing open and invited those present to come forward. With no public comment, Mayor Gonzales declared the Public Hearing closed.

b) Ordinance 2006-19 adopting the 2006-2007 annual budget excluding "Contributions to Civic Programs".

Mr. Dunaway had no new information related to the budget other than what Ms. Starla Hall, Director of Human Resources, presented regarding a proposed change in on call pay for public works employees. Based on this year's payroll calculations, staff is recommending a 2.5% increase in salary for those individuals affected by the change and to offset the loss of On-Call/Standby pay. According to staff calculations for hours worked this past year all but two of the employees will actually receive an increase in their annual pay with this change.

c) "Contributions to Civic Programs" from Ordinance 2006-19.

No new information was discussed regarding this item.

With no further comment or discussion, these items were accepted as presented.

2. CONSIDER RECOMMENDATION FROM CITIZEN'S ADVISORY COMMITTEE REGARDING COUNCIL COMPENSATION.

Susan Brock, City Clerk, presented a recommendation from the Citizen's Advisory Committee as a result of their meeting on August 21. The Committee discussed several options and encouraged Council Members to take advantage of the policy already in place that allows for reimbursement of expenses related to their duties as a Council Member. Using a survey of local area council salaries as a guideline, the Committee recommended that each Council Member receive \$12.50 per meeting not to exceed 2 meetings per month or a total of \$25 per month.

Mayor Pro Tem Hill moved to accept the recommendation of the Citizen's Advisory Committee for Council to receive \$12.50 per meeting not to exceed two meetings a month effective October 1, 2006. Council Member Jez seconded the motion. VOTE: Three voted AYE. Two voted NO (Council Members Hortenstine and McDonald). Motion passed.

3. CONSIDER AGREEMENT WITH TAYLOR CHAMBER OF COMMERCE REGARDING HOTEL/MOTEL TAX.

Mr. Salvato reminded Council that the existing contract with the Chamber of Commerce will terminate on November 10, 2006 and asked Council for direction in drafting a new contract. Several points were brought up for consideration including the establishment of a percentage of total funds to be allotted to the Chamber, annual renewal of the contract, and the possibility of redirecting some of the funds to city related projects such as the Moody Museum maintenance, signage, or the Arts.

Council agreed to pass on any decision on this item and to continue to work on drafting a new agreement.

ADJOURN

With no further business, Mayor Gonzales adjourned the meeting at 6:56 pm.

Bernabe Gonzales, Mayor

ATTEST:

Susan Brock, City Clerk

ORDINANCE NO. 2022-43

AN ORDINANCE OF THE CITY OF TAYLOR, TEXAS SETTING COMPENSATION FOR THE MEMBERS OF THE CITY COUNCIL OF THE CITY OF TAYLOR AS PROVIDED UNDER THE CITY CHARTER OF THE CITY OF TAYLOR TO BE EFFECTIVE OCTOBER 1, 2022.

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

SECTION 1.0: The City Council of the city of Taylor hereby sets the councilmember compensation at \$654.55 per meeting for councilmembers and \$818.18 per meeting for the mayor for attendance at regular meetings as set by ordinance provided council members shall not receive compensation for more than two meetings in any one month.

SECTION 2.0: As provided by the City Charter of the City of Taylor the city council is still entitled to reimbursement of necessary expenses incurred in the performance of their official duties when approved by Council.

SECTION 3.0: That the ordinance is hereby approved in all aspects and adopted to be effective October 1, 2022.

SECTION 4.0: In accordance with Article 8 of the City Charter, this ordinance was introduced before the City Council of the City of Taylor, Texas on the 27th day of October, 2022.

PASSED, APPROVED, and ADOPTED on this _____ day of _____, 2022.

Brandt Rydell, Mayor

ATTEST:

Dianna McLean, City Clerk

APPROVED AS TO FORM:

Ted W. Hejl, City Attorney

CERTIFICATE

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

I, Dianna McLean, 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. 2022-43, passed and approved by the City Council of the City of Taylor, Texas, on the ____ day of _____, 2022, 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 on this ____ day of _____, 2022.

Dianna McLean
City Clerk

Sec. 4.5. Compensation.

Each Councilmember shall receive compensation for attendance at City Council meetings established by ordinance provided Council members shall not receive compensation for more than two (2) meetings in any one month. Councilmembers shall be entitled to reimbursement of necessary expenses incurred in the performance of their official duties when approved by the Council.



***City Council Meeting
November 10, 2022
Transmittal Letter***

STRATEGIC PILLAR

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

Agenda Item #: 8

Agenda Title: Discuss, consider and take appropriate action authorizing the Mayor to execute a Nonstandard Retail Water and Wastewater Service Agreement and acceptance of a Utility Connection and Temporary Construction Easement between City of Taylor and Samsung Austin Semiconductor, LLC.

Council Action to be taken: Consider and take appropriate action

Department Submitted: Finance

Staff Contact: Jeff Wood, Chief Financial Officer

1. PURPOSE/DESCRIPTION

Purpose of this agenda item is to consider an agreement between the City of Taylor (City) and Samsung Austin Semiconductor, LLC (SAS) that provides a rate structure for sewer and water service to the development property, provides for the connection to the City's infrastructure system, and provides easements necessary for the City to maintain the system.

2. BACKGROUND / PRIOR COUNCIL ACTIONS TAKEN

The Nonstandard Retail Water and Wastewater Service Agreement was a requirement of the Development Agreement that Council previously approved with SAS, and staff began working on the development and negotiation of this agreement over a year ago. This Agreement provides a rate structure for utility services to the development that consists of combined base rates of \$22,000 per month plus volumetric rates for water and sewer usage. The volumetric rate specified in the agreement is based on industry practices for high use industrial customers.

3. STAFF ANALYSIS (How and Why)

This agreement provides a financial benefit to the City's utility system by adding a high end-user on the system that utilizes new infrastructure with minimal maintenance burden to the system. The Nonstandard Retail Water and Wastewater Service Agreement has provisions that set the current user rates and provides for future rate increases as needed.

Pros	Cons
• Emergency bulk water from SAS reserves of 2 million gallons per year to be worked out with SAS and City. • Infrastructure capacity to be used for economic development recruitment • Provides a high end-user for the utility system while utilizing new infrastructure with minimal additional maintenance costs	

4. RECOMMENDATION

Consider authorizing Mayor to enter into agreements

5. FUNDING SOURCE

Agreement will provide revenues to the Utility System via user rates paid by Samsung

6. TIMELINE

N/A

7. OTHER OPTIONS (In order of preference)

N/A

8. ATTACHMENTS

8a. [Retail Water/Wastewater Rate agreement](#)

8b. [Exhibit D of Agreement – Utility Connection and Temporary Construction Easement](#)

**AGREEMENT FOR THE PROVISION OF NONSTANDARD
RETAIL WATER AND WASTEWATER SERVICE
(Samsung)**

This Agreement for the Provision of Nonstandard Retail Water and Wastewater Service (the “**Agreement**”) is entered into as of the Effective Date between the **City of Taylor**, a Texas home-rule municipality (the “**City**”), and **Samsung Austin Semiconductor, LLC**, a Delaware limited liability company (the “**Company**”), pursuant to the authority granted to the City by its powers as a home rule municipal corporation and the general laws of the State of Texas. Unless otherwise specified, the term “Party” refers to the City and the Company each individually and the term “Parties” shall mean the City and Company, collectively.

RECITALS

WHEREAS, the Company owns certain land described in **Exhibit A** (the “**Property**”), which is generally located south of U.S. Highway 79 and west of Farm-to-Market Road 973 in Williamson County, Texas, and contiguous to the City’s corporate limits, and is considering a significant investment on the Property consisting of the Project (as defined herein); and

WHEREAS, as of the Effective Date, the Property is located within the City; and

WHEREAS, the City and Company entered into that certain City of Taylor, Texas Development Agreement fully executed as of November 29, 2021, and recorded as Document Number 2022044163 in the Public Records of Williamson County, Texas (as amended, the “**Development Agreement**”) wherein the Parties agreed to enter into a Water and Wastewater Service Agreement for the provision of water and wastewater service by the City to the Project (as defined herein); and

WHEREAS, the Parties desire to enter into this Agreement that will serve as the Water and Wastewater Service Agreement as described in the Development Agreement, to set forth the terms and conditions upon which the City will provide retail water and wastewater service to the Project.

NOW, THEREFORE, in consideration of the terms, conditions, and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree to the following:

ARTICLE I

DEFINITIONS, HEADINGS AND INTERPRETATION

Section 1.01 Definition of Terms: In addition to the terms defined in the Recitals and within this Agreement, the words and phrases as used in this Agreement shall have the meanings set forth below:

- (a) “Agreement” shall mean this Agreement, its attachments, exhibits, and matters included by reference, and any amendment or supplement thereto.
- (b) “Average Daily Wastewater Flows” or “ADF” means the arithmetic average of all total twenty-four (24)-hour wastewater volumes to be generated by the Project within a period of one (1) calendar month, measured in MGD.
- (c) “Average Daily Water Demand” or “ADD” means the total volume of water provided to the Project, as measured by one or multiple water meters, within a calendar year divided by the number of days in the calendar year, either three-hundred sixty-five (365) or three-hundred sixty-six (366), provided that for any partial calendar year the exact number of applicable calendar days are used. ADD is expressed in MGD.
- (d) “Base Rate” shall mean the total monthly charge for the water and wastewater base rates as provided in **Exhibit B**, or as such base rates may be changed from time to time as set forth in this Agreement.
- (e) “Chapter 380 Economic Development Agreement” shall mean that certain Chapter 380 Economic Development Agreement between the Parties, dated as of approximate date herewith.
- (f) “City” is defined in the introductory paragraph to this Agreement.
- (g) “Company” is defined in the introductory paragraph to this Agreement.
- (h) “Company Affiliate” shall mean any entity that, directly or indirectly, through one or more intermediaries, Controls, is Controlled by or is under common Control with, the Company. The term “Control” shall mean direct or indirect ownership of more than fifty percent (50%) of the voting stock of a corporation (or equivalent equity interest for other types of entities) or the power to direct or cause the direction of the management and policies of the controlled entity, whether through the ownership of voting securities, by contract or otherwise.
- (i) “Delivery Point” shall mean the point at which water service is delivered by the City to the Company at the location on the Property specified in **Exhibit C**.
- (j) “Development Agreement” is defined in the Recitals and shall include any amendments thereto including, but not limited to, that certain First Amendment to Development Agreement between the Parties dated as of approximate date herewith.
- (k) “Effective Date” shall mean the date of the last signature to this Agreement.

- (l) “Emergency Situation” shall mean any of the following situations: (1) a declaration of a state of emergency by the Mayor or other authorized official of the City of Taylor; (2) a failure of the System resulting in water failing to comply with the water quality standards described in Title 30 Texas Administrative Code (30 TAC), Chapter 290 – PUBLIC DRINKING WATER, as updated and amended from time to time, including all primary and secondary drinking water standards such that water is not deemed to be potable drinking water fit for human consumption; or (3) an order of the City of Taylor Fire Chief that additional water is needed for fire suppression purposes in excess of System production.
- (m) “MGD” means millions of gallons per day.
- (n) “Peak Daily Water Demand” or “PDD” means the maximum rate of water provided to the Project, as measured by one or multiple water meters, expressed in MGD, over the continuous twenty-four (24)-hour period of heaviest consumption.
- (o) “Peak Daily Wastewater Flows” or “PDF” means the largest volume of wastewater flow generated by the Project during a continuous twenty-four (24)-hour period, measured in MGD.
- (p) “Point of Entry” shall mean the point at the location on the Property identified in **Exhibit C** at which wastewater enters the System and, during time periods in which meters are in use, is metered for the purposes of determining flow contributed by the Company.
- (q) “Project” or “Improvements” shall mean one (1) or more improvements to be constructed on the Property consisting of (i) buildings housing one or more three hundred (300) millimeter semiconductor wafer (or successor technology) manufacturing plants (each a “Plant”); (ii) other buildings and ancillary facilities constructed on the Property supporting the operation of the Plants that are developed and used for purposes authorized by the Development Standards (as defined in the Development Agreement); and (iii) such additional related improvements constructed on the Property including, but not limited to, required parking, landscaping and all other improvements constructed on the Property and which may be more fully described in the submittals filed by the Company with the City from time to time, in order to obtain building permit(s).
- (r) “Project Facilities” shall mean those facilities to be constructed by the Company for the Project, as such term is defined in this Agreement that are required to extend water and wastewater service from the System to the Property.
- (s) “Project Funding Agreement” shall mean that certain Project Funding Agreement by and between the Parties, dated approximate date herewith.

- (t) “Property,” as of the Effective Date, is defined in the Recitals. However, on or before the second (2nd) anniversary of the Effective Date, the Company may, without the prior consent of the City, purchase one or more additional tracts of land that shall be added to this Agreement without amendment, by Company supplementing Exhibit A hereto with legal descriptions of such tracts. Upon such supplement, each newly acquired tract shall become part of the Property, provided:
- (i) the tract is contiguous to the Property (including across any rights of way running through the Land);
 - (ii) the Company provides written notice to the City of the addition of the tract to the Property, which notice shall include:
 - (a) a surveyed boundary description of the tract;
 - (b) a petition for voluntary annexation of the tract if such tract has not already been annexed into the City’s corporate limits; and
 - (c) an application for the initial zoning of the tract if such tract has not already been annexed into the City’s corporate limits.

Upon annexation of the tract, this Agreement shall be deemed to be amended to include the tract as part of the Property without the necessity of execution of a formal amendment to this Agreement.

- (u) “System” means, as currently comprised, the City’s combined water and wastewater system, which includes all properties, facilities, plants, improvements, equipment, interests and rights currently owned, operated, and maintained by the City for the supply, treatment, and transmission and distribution of treated potable water and collection and treatment of wastewater, and for water reuse, together with all future extensions, improvements, purchases, repairs, replacements and additions thereto, whether situated within or without the limits of the City, and all water (in any form) owned by the City.
- (v) “Volume Charge” shall mean, collectively, the Water Volume Charge and Wastewater Volume Charge.
- (w) “Wastewater Rate” shall mean the rate per one thousand (1,000) gallons of wastewater provided in **Exhibit B**, or as such rate may be changed from time to time as set forth in Section 4.01.
- (x) “Wastewater Volume Charge” shall mean the monthly volumetric charge calculated as the following at the Wastewater Rate: the monthly metered amount of wastewater delivered

by the Company to the Point of Entry, or if such amount is not metered, the monthly metered amount of water taken by the Company at the Delivery Point.

(y) “Water Rate” shall mean the rate per one thousand (1,000) gallons of water provided in **Exhibit B**, or as such rate may be changed from time to time as set forth in Section 4.01.

(z) “Water Volume Charge” shall mean the monthly volumetric charge calculated as the greater of the following at the Water Rate: (1) the monthly metered amount of water taken by the Company at the Delivery Point; or (2) eighty percent (80%) of the calculated monthly demands based on ADD, as provided in Section 2.02, for the applicable month, regardless of whether such water is taken.

Section 1.02 Article and Section Headings. The headings and titles of the several articles and sections of this Agreement are solely for convenience and reference and shall not affect the meaning, construction or effect of the provisions hereof.

Section 1.03 Interpretation. The singular form of any word used herein shall include the plural, and vice-versa, unless the context requires otherwise. The use of a word of any gender herein shall include all other genders, unless the context requires otherwise. This Agreement and all of the terms and provisions hereof shall be construed so as to effectuate the purposes contemplated hereby and to sustain the validity hereof.

Section 1.04 Enforceability. This Agreement shall be enforceable under the same provisions of the Development Agreement and/or pursuant to Chapter 212.172 of the Texas Local Government Code.

ARTICLE II **WATER SERVICE COMMITMENT**

Section 2.01 City to Provide Water Service. For and in consideration of the Company’s obligations, covenants and conditions set forth in this Agreement, the City agrees to provide water service to the Company in the quantities and qualities set forth in this Article. In no event shall the City be obligated under this Agreement to provide water service to the Company in excess of the quantities and qualities set forth in this Article.

Section 2.02 Water Service. The City shall be committed to provide treated potable water service to the Property in the quantities in millions of gallons per day (MGD), both for Peak Daily Water Demand (PDD) and Average Daily Water Demand (ADD), in accordance with the schedule set forth in tables below. For clarity, this provision is intended to set forth the maximum amount that the City is committed to provide, but the Company’s use of additional volume is permitted (if made available by City), and such additional use shall otherwise be subject to the terms of this Agreement.

Year	2022	2023				2024				2025
Quarter	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1
PDD (in MGD)	0.08	0.38	0.76	1.54	3.08	4.63	2.57	0.61	0.61	0.61
ADD (in MGD)	0.06	0.26	0.52	1.07	2.15	3.22	1.95	0.61	0.61	0.61

Year	2025			2026			
Quarter	Q2	Q3	Q4	Q1	Q2	Q3	Q4
PDD (in MGD)	0.67	0.74	0.87	0.87	0.87	0.87	0.87
ADD (in MGD)	0.67	0.74	0.87	0.87	0.87	0.87	0.87

The City shall comply with the deadlines in the tables above on or before the twentieth (20th) day of each referenced quarter. The quarterly water quantities delivered to the Project in 2026 shall continue through the term of the Agreement. The City agrees to make a good faith effort to consider a request from the Company to reduce the required quarterly water quantities the Company is contractually required to take, when requested by the Company to do so and the Company is not doing so to obtain such quantities from another entity, but the City shall have no contractual obligation to grant such request.

Section 2.03 Water Quality. The water provided by the City for the Project shall be potable drinking water fit for human consumption and shall comply with the water quality standards described in Title 30 Texas Administrative Code (30 TAC), Chapter 290 – PUBLIC DRINKING WATER, as updated and amended from time to time, including all primary and secondary drinking water standards.

Section 2.04 Delivery Points. The City shall deliver the water quantities and qualities specified in Sections 2.02 and 2.03 at the location identified in **Exhibit C** attached hereto, which shall be the Delivery Point. The Delivery Point itself, and all facilities relating to the provision of water service that precede the Delivery Point, shall be the sole responsibility of the City. All Project Facilities for the receipt of water service after the Delivery Point shall be the sole responsibility of the Company.

Section 2.05 Water Metering. The City will furnish, install, operate and maintain at each Delivery Point the necessary equipment and devices of standard type for measuring properly all water delivery by the System to the Property. The City shall charge the Company, and the Company shall pay, the City's actual cost, without markup, for purchase and installation of any meters, backflow prevention, associated vaults and any other necessary equipment and devices of standard type for measuring and reporting properly all water delivery by the System to the Property. The City has the right of entry and access at all times to each Delivery Point to construct,

operate, check, inspect, examine, read, and calibrate the meters, vaults, and any other necessary equipment and devices at the Delivery Point and to undertake any required maintenance or replacement of such meters, vaults, and any other necessary equipment and devices in accordance with the Utility Connection and Temporary Construction Easement included in **Exhibit D**. There will be no cost to the Company of ongoing operation and maintenance of such meters and other equipment, other than through the payment by Company of the Base Rate required by this Agreement. Such meters and other equipment shall remain the property of the City. The Company shall have access to such metering equipment at all reasonable times for inspection and examination, but the reading, calibration, and adjustment thereof shall be done only by the City in the presence of a representative of the Company upon request. All readings of meters will be entered upon proper books of record maintained by the City.

If, for any reason, any meters are out of service or out of repair, or if, upon any test, the percentage of inaccuracy of any meter is found to be in excess of five (5%) percent, registration thereof shall be corrected for a period of time extending back to the time when such inaccuracy began, if such time is ascertainable, and if such time is not ascertainable, then for a period extending back one-half ($\frac{1}{2}$) of the time elapsed since the date of the last calibration, but in no event further back than a period of six (6) months.

The Company, at its option and its own expense, may install and operate a check meter to check each meter installed by the City, but the measurement for the purpose of this Agreement shall be solely by the City's meters.

Section 2.06 Right of Entry. The Company agrees to provide the City the right of entry and access at reasonable times upon prior notice to those portions of the Property reasonably necessary to inspect Project Facilities, to the extent reasonably necessary to investigate the source of operational or maintenance problems with the System affecting water service under this Agreement. Before accessing any of the Company's facilities or systems, the City's employees or agents requesting such access must comply with the Company's standard policies and procedures regarding on-site and/or systems access.

Section 2.07 Water Delivery and Water Line Easement. The City shall design, construct, own, operate, and maintain water lines and offsite facilities or cause to be designed, constructed, owned, operated, and maintained, one or more water lines and offsite facilities (collectively, the "**Water Lines**") dedicated to the System servicing the Property so that it can meet the requirements stated in Sections 2.01 and 2.02. The Company will provide funding for the cost and expense of the Water Lines as set forth in the Project Funding Agreement. The Company shall convey at no cost to the City through dedication by plat and/or execution of a separate recordable instrument in a form reasonably acceptable to the Parties, one or more perpetual easements for the purposes of constructing, owning, operating, maintaining, repairing, and replacing the portion of the Water Lines that are within the Property (the "**Water Line Easements**") as depicted in **Exhibit C**. The Water Line Easements shall include licenses allowing for temporary use of a reasonable portion of the Property during construction or repair of the Water Lines. The Water Line Easement shall contain a reverter in favor of the Company providing that if the land is used for any purpose other

than constructing, operating, maintaining, repairing, and replacing a water line, the Water Line Easement shall be extinguished, and fee simple ownership of the land shall automatically revert to the Company. The Water Line Easement shall include a provision allowing the Company to relocate the Water Line Easement and the improvements located in the Water Line Easement at the Company's reasonable discretion and cost to accommodate the construction or expansion of the Project following delivery of reasonable notice to the City. The City shall be responsible for acquiring easements located outside of the Property determined by the City as being necessary for the extension of the water lines required to deliver the quantities of water specified in Section 2.02. The Company will provide funding for the cost and expense of the off-site easements as set forth in the Project Funding Agreement.

Section 2.08 Backup Continuation Provision. The City agrees to reach the level of water service required in Section 2.02 for Q1 of 2024, and from that time forward, at Company's request, to use reasonable efforts to continue to supply water to the Company up to that level for as long as possible, but the Parties agree that the City shall not be contractually obligated to do so. Any increase to the City's commitment above the levels set forth in Section 2.02 shall be subject to the mutual written agreement of the parties as referenced in Section 4.01.

Section 2.09 Water CCN Transfer.

The Parties agree to cooperate to secure the transfer, or decertification, of the existing retail Water Certificates of Convenience and Necessity ("**Water CCNs**") of Manville Water Supply Corporation ("**Manville WSC**") and the Jonah Water Special Utility District ("**Jonah SUD**"), which encumber the Property. The City shall enter into negotiations with Manville WSC and Jonah SUD for the transfer or decertification of any CCN area of the Property requested by the Company (the "**CCN Transfer Request**"). The Company may make more than one CCN Transfer Request, and any such request may include other matters such as the release of easements and removal of unneeded pipes or facilities from the Property. The CCN Transfer Request may further request that Manville WSC or Jonah SUD release all claims to water service to the Property (or portion thereof) pursuant to 7 U.S.C. 1926(b) (the "**Federal Debt Release**"), and any other law. If the City's negotiations are unsuccessful or the pace of progress of such negotiations threatens to delay the date that the Company will need retail water service from the City, as determined by the Company, the Company shall have the option to step-in and take over the negotiations, and the City shall fully cooperate with the Company in such efforts.

The City shall also submit any required applications to the Public Utility Commission of Texas ("**PUC**"), and use its best efforts to expeditiously secure PUC approval of such applications such that all required authorizations are issued to, and CCNs or portions thereof are transferred to, the City so that the water delivery schedules provided in this Agreement can be achieved. Company agrees to provide funding for costs and expenses of the transfer of the Manville WSC and Jonah SUD water CCNs to the City as set forth in the Project Funding Agreement. Additionally, if required to meet delivery schedules, the City shall submit Water Code Section 13.255 notices of intent to serve water to annexed property to Manville WSC or Jonah SUD. A delay in the processing of applications under this Section shall not delay the City's provision of water service

to the Property pursuant to Section 2.02, in the absence of an order to the City from an agency or court with authority over such service.

With the exception of any City CCN, the Company shall not be precluded from filing a petition with the PUC for the decertification of any Water CCN, or other CCN, or portion of such CCN which encumbers the Property, if the Company so chooses, provided it is understood that the Company's remedies in Section 5.02(c) are not limited or restricted by this provision. The Company shall notify the City prior to any such filing. With the exception of the City, no other retail potable water supplier may obtain a CCN for any CCN area decertified on the Property by the Company.

Section 2.10 Drought Regulations. To the extent drought requirements are imposed on the City by the Brazos River Authority, and specified in the Region G Regional Water Plan, the City will use best efforts to limit their impact on the Project.

Section 2.11 Construction Water Supply by Manville WSC. The City shall not object to or seek to restrict the Company from obtaining from the Manville WSC non-potable water supply or capacity to the Property for construction and other Project-related purposes (including via a water supply contract), from the existing Manville WSC water line located adjacent to FM 973, at a meter set at a location acceptable to the Company, except as provided herein. The Company, or its agents or contractors, shall be responsible for payment for such water from the Manville WSC. The City will take such additional actions as are reasonably requested by the Company to assist the Company in effectuating this arrangement, including ensuring that the inclusion of the Property within the City's water CCN will not restrict the Company from obtaining non-potable water supply from Manville WSC for the specific purposes and timeframe provided for in this Section. Not later than 365 days after the inclusion of the Property within the City's Water CCN and the City being capable of providing water service to the Property, the provision of any water, including construction water, to the Property by Manville WSC shall terminate.

Section 2.12 EPCOR Emergency Water Supplies. Company and City intend to provide for an arrangement in which, in the event of an Emergency Situation, the Company will allow the City to access the Property in order to take and use up to 2 million gallons of water per year from the EPCOR water supply system dedicated for the Company's use to provide water service to the Project in order to address the Emergency Situation; provided, however, this arrangement remains subject to and is conditioned upon: (a) the approval and cooperation of EPCOR, which the Company and City will use reasonable efforts to obtain, (b) the satisfactory resolution of any applicable restrictions, requirements, permissions or other obstacles of regulatory or governmental authorities, and (c) one or more separate agreement(s) entered into between or among Company, EPCOR and the City containing terms acceptable to the parties thereto, including, without limitation, in the case of Company, acceptable indemnity terms and limitations or disclaimers of liability. Notwithstanding anything to the contrary herein, in the event of an Emergency Situation or any other event in which the City fails to provide water service in the volume required by this Agreement, the City agrees that there shall be no restriction against Company obtaining its

requirements for potable water from any other source, including EPCOR, consistent with the terms of Section 5.02.

ARTICLE III **WASTEWATER SERVICE COMMITMENT**

Section 3.01 City to Provide Wastewater Service. For and in consideration of the Company's obligations, covenants and conditions set forth in this Agreement, the City agrees to provide wastewater service to the Company in the quantities and qualities set forth in this Article. In no event shall the City be obligated under this Agreement to provide wastewater service to the Company in excess of the quantities and qualities set forth in this Article.

Section 3.02 Wastewater Service. The City shall be committed to provide wastewater services to the Property in the quantities in millions of gallons per day (MGD), both for Peak Daily Wastewater Flows (PDF) and Average Daily Wastewater Flows (ADF), in accordance with the schedule set forth in tables below. For clarity, this provision is intended to set forth the maximum amount that the City is committed to provide, but the Company's use of additional volume is permitted (if made available by City), and such additional use shall otherwise be subject to the terms of this Agreement.

Year	2022	2023				2024				2025
Quarter	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1
PDF (in MGD)	0.02	0.27	0.54	1.13	2.26	3.39	0.82	0.82	0.68	0.68
ADF (in MGD)	0.01	0.24	0.48	0.98	1.97	2.95	0.31	0.31	0.26	0.26

Year	2025			2026			
Quarter	Q2	Q3	Q4	Q1	Q2	Q3	Q4
PDF (in MGD)	0.89	0.97	0.98	0.98	1.17	1.17	0.98
ADF (in MGD)	0.35	0.38	0.37	0.37	0.45	0.45	0.37

The City shall comply with the deadlines in the tables above on or before the twentieth (20th) day of each referenced quarter. The quarterly wastewater capacities delivered to the Project in 2026 shall continue through the term of this Agreement.

Section 3.03 Wastewater Quality. The City agrees to accept domestic wastewater and industrial wastewater that complies with the standards set forth in the City of Taylor Code of Ordinances, Chapter 29, Article III, Division 2 and subject to a concentration of Ammonia/TKN not exceeding 50 mg/l, Hydrogen Peroxide (H₂O₂) not exceeding 30 mg/l, Chloride not exceeding 200 mg/l, Sulfate not exceeding 150 mg/l, Total Dissolved Solids not exceeding 800 mg/l, a

maximum temperature of 91 degrees Fahrenheit, and a pH in the range of 6.5 to 9.0. Notwithstanding the foregoing, the City's ability to accept industrial wastewater of any particular quality shall be subject to and limited by the standards set forth in any permits issued by the Texas Commission on Environmental Quality ("**TCEQ**") relating to the operation of the City's Mustang Creek Wastewater Treatment Plant.

Section 3.04 Suspension of Wastewater Service. The City agrees to accept wastewater from the Company pursuant to the terms of this Agreement; provided however, if the City cannot continue to accept and treat the wastewater due to the quality of the wastewater failing to meet the requirements of Section 3.03, the City shall promptly notify the Company of the deviations in the wastewater quality and provide the Company a reasonable opportunity for the Company to cure such deviations (in accordance with Article V), and if such deviations remain uncured after such notice and opportunity to cure then, until such noncompliance is remedied, the City may discontinue the acceptance of the amounts of wastewater as is necessary to enable the City to dispose of treated wastewater in accordance with its discharge permit. The Company shall be responsible for any and all penalties, costs, fees, including, but not limited to, reasonable attorneys' fees, that are incurred by the City resulting from any noncompliance with local, state, or federal laws and regulations associated with the System caused by the Company. The City retains the right to immediately suspend wastewater service to the Company if necessary to protect public health and safety, which shall be determined in the City's sole discretion. The City will notify the Company as soon as practicable regarding the basis for immediately suspending wastewater service to the Company for public health and safety and when wastewater service is expected to resume.

Section 3.05 TCEQ Permitting. The Company acknowledges that the City's ability to accept wastewater of the quantity required beginning in Q1 2024 and afterwards shall be subject to and limited by its ability to receive required TCEQ approvals, which the City will use its best efforts to obtain.

Section 3.06 Wastewater Point of Entry. The City shall deliver the wastewater conveyance capacities and qualities specified in Sections 3.02 and 3.03 at the location identified in **Exhibit C** attached hereto, which shall be the Point of Entry. The Company may discharge all such wastewater into the designated Point of Entry. The Project Facilities related to conveyance of wastewater up to the Point of Entry shall be the sole responsibility of the Company. The Point of Entry itself, and all facilities relating to the provision of wastewater service that follow the Point of Entry, shall be the sole responsibility of the City.

Section 3.07 Wastewater Surcharge. Any and all costs incurred by the City for acquiring temporary facilities and obtaining any required permit from TCEQ necessary to enable the City to provide the capacity required for Q1 of 2024 pursuant to Section 3.02 (the "**Temporary Facilities**") shall be assessed as a wastewater surcharge to be paid by the Company (the "**Wastewater Surcharge**"). The Wastewater Surcharge is not expected to exceed \$1,500,000.00 (ONE MILLION FIVE HUNDRED THOUSAND DOLLARS), but the Company shall pay for any amounts in excess of this expected amount at its sole cost and expense. Any Wastewater

Surcharge will be included on City bills submitted to the Company for payment as provided in Section 4.02. For any bills including the Wastewater Surcharge, upon request of the Company, City shall separately provide Company copies of "Back-Up Documentation" (as defined in the Project Funding Agreement) supporting the assessment of the Wastewater Surcharge similar to that which would be required to be provided for Additional Project Funding (as defined in the Project Funding Agreement) with respect to the Phase 1, Phase 2 or Phase 3 of Public Infrastructure (as defined in the Project Funding Agreement).

Section 3.08 Wastewater Metering. The Company will furnish, install, operate and maintain at or before the Point of Entry the necessary equipment and devices of standard type for measuring and reporting properly all wastewater to be discharged into the System. The Company shall pay for purchase and installation of any meters, vaults, and any other necessary equipment and devices of standard type for measuring and reporting properly all wastewater to be discharged into the System. The meters, vaults, and any other necessary equipment and devices shall be subject to approval by the City prior to installation. The City has the right of entry and access to such meters, vaults, and any other necessary equipment and devices at all times to construct, operate, check, inspect, examine, read, and calibrate such meters, vaults, and any other necessary equipment and devices and to undertake any required maintenance or replacement of such meters, vaults, and any other necessary equipment and devices in accordance with the Utility Connection and Temporary Construction Easement included in **Exhibit D**. There will be no cost to Company of ongoing operation and maintenance of such meters, vaults and other equipment and devices, other than through the payment by Company of the Base Rate required by this Agreement. Such meters, vaults and other equipment and devices shall be the property of the Company. The Company shall have access to such meters, vaults and other equipment and devices at all times, but the reading, calibration, and adjustment thereof, for purposes of determining the Wastewater Volume Charge, shall be done only by the City in the presence of a representative of the Company upon request. All readings of meters will be entered upon proper books of record maintained by the City.

If, for any reason, any meters are out of service or out of repair, or if, upon any test, the percentage of inaccuracy of any meter is found to be in excess of five (5%) per cent, registration thereof shall be corrected for a period of time extending back to the time when such inaccuracy began, if such time is ascertainable, and if such time is not ascertainable, then for a period extending back one-half ($\frac{1}{2}$) of the time elapsed since the date of the last calibration, but in no event further back than a period of six (6) months.

Section 3.09 Liability of Company. As between the Parties, liability for damages to third parties arising from the transportation, delivery, treatment, and disposal of all wastewater will remain with Company until it passes through the meter installed near the Point of Entry. As between the Parties, liability for damages to third parties will pass to the City after passing through the meter installed near the Point of Entry and into the System.

Section 3.10 Liability of City. Subject to Section 3.09, the City will bear the responsibility as between the Parties for the proper reception, transportation, treatment, and disposal of such wastewater received by it after passing through the meter installed at the Point of Entry in

accordance with this Agreement. However, the Parties agree that they will not construe this Agreement to cause the City to have liability for damages to the System or to third parties arising from the delivery of wastewater by the Company not in compliance with Section 3.03. Similarly, this Agreement shall not be construed as a waiver of any governmental immunity that the City may enjoy with respect to any claims brought by third parties.

Section 3.11 City Treatment and Reuse of Wastewater. The City may treat the wastewater delivered by the Company to the City at the Point of Entry pursuant to this Agreement and dispose of or reuse the effluent generated thereby in such manner as may be authorized by TCEQ in the City's sole discretion.

Section 3.12 Right of Entry. The Company agrees to provide the City the right of entry and access at reasonable times upon prior notice to those portions of the Property reasonably necessary to inspect Project Facilities, to the extent reasonably necessary to investigate the source of operational or maintenance problems with the System affecting the wastewater service under this Agreement. Before accessing any of the Company's facilities or systems, the City's employees or agents requesting such access must comply with the Company's standard policies and procedures regarding on-site and/or systems access.

Section 3.13 Wastewater Conveyance System and Easements. The City shall design, construct, own, operate, and maintain, or cause to be designed, constructed, owned, operated, and maintained, one or more wastewater lines and offsite facilities (collectively, the "**Wastewater Lines**") dedicated to the System servicing the Property so that the City can comply with the requirements stated in Sections 3.01 and 3.02. The Company will provide funding for the cost and expense of the Wastewater Lines as set forth in the Project Funding Agreement. The Company shall convey through dedication by plat or execution of a separate recordable instrument in a form reasonably acceptable to the Parties one or more perpetual easements for the purpose of constructing, operating, owning, maintaining, repairing, and replacing the portion of the Wastewater Lines that are within the Property (the "**Wastewater Line Easements**") as depicted in **Exhibit C**. The Wastewater Line Easements shall include licenses allowing for temporary use of a reasonable portion of the Property during construction or repair of the Wastewater Lines. The Wastewater Line Easements shall contain a reverter in favor of the Company providing that if the land is used for any purpose other than constructing, operating, maintaining, repairing, and replacing the Wastewater Lines, the Wastewater Line Easement shall be extinguished, and fee simple ownership of the land shall automatically revert to the Company. The Wastewater Line Easements shall include a provision allowing the Company to relocate the Wastewater Line Easements and the improvements located in said Wastewater Line Easements at the Company's reasonable discretion and cost to accommodate the construction or expansion of the Project following delivery of reasonable notice to the City. The City shall be responsible for acquiring easements located outside of the Property determined by the City as being necessary for the extension of the wastewater lines required to deliver the wastewater conveyance specified in Section 3.02. The Company will provide funding for the cost and expense of the offsite easements as set forth in the Project Funding Agreement.

Section 3.14 Backup Continuation Provision. The City agrees to reach the level of wastewater conveyance capacity required in Section 3.02 for Q1 of 2024, and from that time forward, at Company's request, to use reasonable efforts to continue to supply wastewater conveyance capacity to the Company up to that level for as long as possible until an alternative source is available to the Company, but the Parties agree that the City shall not be contractually obligated to do so. Any increase to the City's commitment above the levels set forth in Section 3.02 shall be subject to the mutual written agreement of the parties as referenced in Section 4.01.

Section 3.15 Wastewater CCN. Neither Manville WSC nor Jonah SUD hold a wastewater CCN on the Property. The City may provide retail wastewater service to all areas of the Property that are not in another entities' wastewater CCN, pursuant to the City's municipal authority without a CCN. To the extent any portion of the Property is encumbered by a wastewater CCN, the Company shall not be precluded from filing a petition with the PUC for the decertification of any wastewater CCN, other than a wastewater CCN held by the City, if the Company so chooses, provided it is understood that the Company's remedies in Section 5.02(c) are not limited or restricted by this provision. The Company shall notify the City prior to any such filing. With the exception of the City, no other entity may obtain a wastewater CCN for any wastewater CCN area decertified by the Company on the Property.

ARTICLE IV **BILLING; PAYMENT**

Section 4.01 Company to Pay for Water and Wastewater Service. For and in consideration of the services to be rendered to the Company by the City under this Agreement, Company agrees to pay the City, at the time and in the manner hereinafter provided in Section 4.02, the Base Rate and Volume Charge for water and wastewater service from and after the Service Commencement Date for the applicable service. The initial Base Rate to be charged to the Company, and the initial Water Rate and Wastewater Rate that will be used to calculate the Volume Charge to be charged to the Company, shall be those that are set forth in **Exhibit B**. The Base Rate, Water Rate and Wastewater Rate may be updated by the City no more than once in any twelve (12) month period; provided, however, that in no event shall any change, update or adjustment by the City result in a charge or rate to the Company of more than the following:

- (i) The Water Rate, for the Company's use of up to 22 million gallons per month of water, shall not exceed 90% of the lowest block residential water rate, and, for the Company's use over 22 million gallons per month of water, shall not exceed 110% of lowest block residential water rate. On the Effective Date, the lowest block residential water rate is \$3.61 per 1,000 gallons.
- (ii) The Wastewater Rate shall not exceed 90% of the lowest block residential wastewater rate. On the Effective Date, the lowest block residential wastewater rate is \$7.01 per 1,000 gallons.
- (iii) The Base Rate for water and wastewater shall never increase more than the percentage increase in in the CPI-U over the time period from the Effective Date to

the date of the adjustment in the Base Rate. "CPI-U" shall mean the Consumer Price Index for All Urban Consumers (1982-1984 = 100): U.S. City Average, published by the Bureau of Labor Statistics of the U.S. Department of Labor, seasonally adjusted.

In addition, regardless of changes to the Base Rate, Water Rate, and/or Wastewater Rate, the City shall perform and disclose to the Company a cost of service study used to calculate the Base Rate, Water Rate and Wastewater Rate (a "**Rate Study**") on a regular basis, but no less than every five (5) calendar years during the term of this Agreement. If the Company requests to amend this Agreement to increase the volume requirement for water or wastewater in Section 2.02 or 3.02, such amendment shall be subject to the parties' mutual written agreement, including agreement regarding the responsibility for any capital charges or expenditures associated with any expansion of the System necessitated by such amendment.

The City shall not include in the Water Rate and Wastewater Rate, as such rates may be adjusted herein, costs associated with the secondary water distribution lines used solely to serve customer classes other than the Company or the secondary wastewater collection lines used solely to serve customer classes other than the Company.

Section 4.02 Billing and Payment: Volume Charge. The City shall not bill the Company, and the Company has no obligation to pay, the Base Rate, Volume Charge or Wastewater Surcharge until the City commences providing the service related to that charge (i.e., water service or wastewater service) in accordance with this Agreement (the date on which an applicable service (i.e., water or wastewater service) commences in accordance with this Agreement is the "**Service Commencement Date**" for that service). Each month after the Service Commencement Date for the applicable service (i.e., water or wastewater), the City shall bill the Company for the Base Rate and Volume Charge for the applicable service (i.e., water and/or wastewater service) provided by the City to the Company in the preceding month pursuant to this Agreement. The monthly bill may also include any applicable Wastewater Surcharge as provided in Section 3.07. The bill payment due date is fifteen (15) days following the date of the bill; provided, however, the Company's payment is not late, and the Company shall not be in breach or default, so long as the Company makes payment by the first Thursday to occur thirty (30) days after the date of the bill.

If there are any other amounts due to the City from the Company under this Agreement (other than those specifically addressed in Section 4.02(a), above), the City shall bill the Company for the applicable amount, and the Company shall pay the amount, not later than fifteen (15) days following the date of the bill; provided, however, the Company's payment is not late, and the Company shall not be in breach or default, so long as the Company makes payment by the first Thursday to occur thirty (30) days after the date of the bill.

In the event that the Company shall fail to make a monthly payment by the due date, a late payment fee of ten percent (10%) of the unpaid balance will be applied to the bill. Full payment including the late payment fee is due ten (10) days later. Service may be disconnected if full payment is not received after the 10-day grace period and the Company may be charged an administrative fee that

will be charged whether service is disconnected or not. The Company agrees to make every effort to pay its bills timely and the City agrees to make every effort to work with the Company to ensure service is not disconnected to the Property for any late payment of bills. The timeframe for payment of monthly bills are subject to revision by prior written mutual agreement of the Parties. The timeframes for payment of late fees or disconnection, as well as the amount of late fees or administrative fees are subject to revision by the City by amending its ordinance and/or its annual fee schedule that set forth such timeframes and fee amounts. The City will provide notice of any such revisions to its System customers, including the Company.

ARTICLE V

TERM; DEFAULT

Section 5.01 Term; Termination. This Agreement shall become effective upon the latest date of execution by both of the Company and the City (the “**Effective Date**”). Unless otherwise earlier terminated, this Agreement shall extend from the Effective Date for a term of forty-five (45) years or for as long as the Project requires water and/or wastewater service from the City, whichever is longer.

Section 5.02 Default; Remedies.

(a) No Party shall be in default under this Agreement until Notice of the alleged failure of such Party to perform has been given (which Notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure or to commence efforts to cure the alleged failure, such reasonable time determined based on the nature of the alleged failure, but in no event less than 30 days or more than 180 days after written Notice of the alleged failure has been given. In addition, no Party shall be in default under this Agreement for a non-monetary default if, within the applicable cure period, the Party to whom the Notice was given or another Party begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured.

(b) If a Party is in default beyond any applicable notice and cure period, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, specific performance, mandamus, and injunctive relief. Notwithstanding the foregoing, however, no default under this Agreement shall:

- (i) entitle the aggrieved Party to terminate this Agreement; or
- (ii) adversely affect or impair the current or future obligations of the City to provide water or wastewater service or any other service to the Property or Project; or
- (iii) entitle the aggrieved Party to seek or recover consequential monetary damages of any kind.

(c) Upon the failure of the City to provide the applicable quantities of water or wastewater service in Sections 2.02 and 3.02, which continues for more than 120 minutes (or, if reasonably necessary for the public health and safety of the persons using water or wastewater services pursuant to this Agreement, then immediately upon such failure), the City agrees not to object to, hinder or prohibit Company from obtaining retail potable water or domestic wastewater service, as applicable, from any other source, but only for the quantity of water or wastewater service that the City is unable to provide, until the City resumes the applicable service within the requirements of this Agreement (subject to a reasonable transition period for Company to resume receiving service from the City, which shall not exceed forty-eight hours after receipt of notice from the City that the applicable service is ready to resume within the requirements of this Agreement, unless Company demonstrates that technical or logistical constraints require the extension of that transition period). Nothing in this Agreement, including, without limitation, Section 5.02(b), shall be interpreted as restricting or prohibiting the Company from exercising the remedies set forth in this Section 5.02(c). The remedies in this Section 5.02(c) are in addition to and not in limitation of any other remedies available to the Company under the terms of this Agreement, whether by contract, at law or in equity.

(d) In the event any legal action or proceeding is commenced between the Parties to enforce provisions of this Agreement and recover damages for breach, the prevailing party in such legal action shall be entitled to recover its actual reasonable attorney's fees and expenses incurred by reason of such action, to the extent allowed by law.

Section 5.03. General Enforcement Provisions.

(a) The terms of this Agreement may be enforced as to one or more breaches either separately or cumulatively.

(b) No delay or omission to exercise any right or power accruing upon any default, omission or failure of performance hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In the event any provision contained in this Agreement should be breached by the Company or City and thereafter duly waived, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach of this Agreement. No waiver by any Party of any breach by any other Party of any of the provisions of this Agreement shall be construed as a waiver of any subsequent breach, whether of the same or of a different provision of this Agreement.

ARTICLE VI **GENERAL PROVISIONS**

Section 6.01 Entire Agreement. This Agreement contains the complete and entire agreement between the Parties respecting the matters addressed herein, and supersedes any prior negotiations, agreements, representations and understandings, oral or written, if any, between the Parties

respecting such matters. This Agreement may not be modified, discharged or changed in any respect whatsoever, except by a further agreement in writing duly executed by the Parties hereto.

Section 6.02 Mutual Assistance. The City and the Company 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 Property.

Section 6.03 Undocumented Workers. The Company certifies that, during the term of this Agreement, it does not and will not knowingly employ an undocumented worker for the construction of the Project in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the term of this Agreement, the Company is convicted of a violation under 8 U.S.C. § 1324a(f), the Company shall repay the amount of the public subsidy provided under this Agreement not later than one hundred twenty (120) days after the date the Company is notified by the City of such violation, plus interest at the rate of four percent (4%) compounded annually from the date of violation until paid. Pursuant to Section 2264.101, Texas Government Code, a business is not liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee of the business, or by a person with whom the business contracts.

Section 6.04 Prohibition of Boycott Israel. The Company verifies that it does not Boycott Israel and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

Section 6.05 Binding Effect. This Agreement shall be binding on and inure to the benefit of the Parties, their respective successors and assigns. The City waives immunity from suit for the purposes of adjudicating a claim for breach of the Agreement.

Section 6.06 Assignment. Except as otherwise provided in this Section, neither the Company nor the City may assign all or part of its rights or obligations under this Agreement to a third party without the express written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, the Company may assign this Agreement (without the City's consent) in its entirety to a Company Affiliate upon written notice to the City; provided, however, no such assignment without the City's consent shall be effective as to the City unless and until the City receives a copy of the written assignment that provides for the Company Affiliate to assume all rights and obligations of Company set forth in this Agreement.

Section 6.07 Amendment. Except as otherwise provided in this Agreement, this Agreement may only be amended by written agreement signed by all of the Parties.

Section 6.08 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below or on the day received as sent by courier or otherwise hand delivered (each, a "Notice");

If to City:

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

With a required copy to:

Ted W. Hejl, City Attorney
Hejl & Schroder, P.C.
311 Talbot
P.O. Box 192
Taylor, Texas 76574

If to the Company:

Samsung Austin Semiconductor, LLC
12100 Samsung Blvd,
Austin, TX 78754
Attn.: General Counsel

Either Party may designate a different address at any time upon written Notice to the other Parties.

Section 6.09 Applicable Law. This Agreement is made, and shall be construed and interpreted, under the laws of the State of Texas and venue shall lie in a state court of competent jurisdiction in Williamson County, Texas.

Section 6.10 INDEMNITY.

(A) TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, EMPLOYEES AND AFFILIATES, FROM AND AGAINST ANY CLAIM, PROCEEDING OR DEMAND ASSERTED BY A THIRD PARTY ("THIRD PARTY CLAIM"), AND ALL DAMAGES, LIABILITIES, LOSSES, COSTS AND EXPENSES INCURRED BY THE INDEMNIFIED PARTY AS A RESULT OF SUCH THIRD PARTY CLAIM (INCLUDING REASONABLE LEGAL EXPENSES AND REASONABLE ATTORNEYS' FEES), WHICH RELATES TO INJURY TO PERSONS OR PROPERTY, IN EACH CASE, SOLELY TO THE EXTENT THAT SUCH THIRD PARTY CLAIM IS CAUSED BY THE NEGLIGENCE OF THE COMPANY.

(B) CITY INDEMNITY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE CITY SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE

COMPANY, ITS OFFICERS, MANAGERS, EMPLOYEES AND AFFILIATES, FROM AND AGAINST ANY CLAIM, PROCEEDING OR DEMAND ASSERTED BY A THIRD PARTY ("THIRD PARTY CLAIM"), AND ALL DAMAGES, LIABILITIES, LOSSES, COSTS AND EXPENSES INCURRED BY THE INDEMNIFIED PARTY AS A RESULT OF SUCH THIRD PARTY CLAIM (INCLUDING REASONABLE LEGAL EXPENSES AND REASONABLE ATTORNEYS' FEES), WHICH RELATES TO INJURY TO PERSONS OR PROPERTY, IN EACH CASE, SOLELY TO THE EXTENT THAT SUCH THIRD PARTY CLAIM IS CAUSED BY THE NEGLIGENCE OF THE CITY.

Section 6.11 Severability. In the event any provisions of this Agreement are illegal, invalid or unenforceable under present or future laws, 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.

Section 6.12 No Third-Party Beneficiaries. This Agreement is not intended to confer any rights, privileges, or causes of action upon any third party.

Section 6.13 Force Majeure. If any Party is rendered unable to carry out its obligations under this Agreement by an Event of Force Majeure (as defined below), other than the obligation of the Company to make the payments required under Article IV of this Agreement, despite the exercise of reasonable diligence (or best efforts if so required herein), then the affected obligations of such Party shall be suspended during the continuance of its inability to perform, or an equitable adjustment shall be made for such delay or failure. An "**Event of Force Majeure**" for the purposes of this Agreement means any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, terrorist act, or threat thereof, riot, civil commotion, insurrection, government action or inaction (unless caused by the intentionally wrongful acts or omissions of the Party), fires, earthquake, tornado, hurricane, explosions, floods, strikes, slowdowns, work stoppages, or incidence of disease or other illness that reaches epidemic or pandemic proportions affecting the area in which the Project is located ("**Epidemiological Event**") that result in a reduction of labor force or work stoppage in order to comply with local, state, or national disaster orders, construction delays, shortages or unavailability of supplies, materials or labor, necessary condemnation proceedings, or any other circumstances similar to those enumerated which are reasonably beyond the control of the Party claiming the inability to perform and which the Party could not have avoided by the exercise of due diligence and care. The Party whose performance is delayed shall provide written notice to the other Party not later than fifteen (15) business days after occurrence of the event(s) or condition(s) causing the delay describing such event(s) and/or condition(s) and the date on which such event(s) and/or condition(s) occurred. The cause, as far as possible, shall be remedied with all reasonable diligence.

Section 6.14 Requests for Public Information. If any person requests the City to disclose any information of a confidential, proprietary or trade secret nature relating to the Company, this

Agreement, or the Improvements under the Texas Public Information Act (Tex. Gov't. Code Ann Sec. 552.001 et seq.) or any equivalent or successor statute (the “**Open Records Act**”) and such information is subject to, or potentially subject to, an exception under the Open Records Act, then prior to making any such disclosure and to the extent permitted under applicable law, the City shall promptly send notice to the Company of such request. Promptly, but no longer than four (4) business days after the Company’s receipt of such notice from the City, the Company shall notify the City in writing whether the Company opposes the release and desires the City to request a determination from the Texas Attorney General (an “**Opinion Request**”) as to whether the requested information or portion thereof, must be disclosed pursuant to the Open Records Act. Contingent upon the Company’s timely cooperation, the City shall submit a request to the Texas Attorney General identifying the basis for any claimed exception; provided, however, that the City shall only be required to comply with the foregoing to the extent that the City, in good faith, believes there is a reasonable basis for claiming that the requested information is subject to an exception under the Open Records Act, and the Open Records Act permits the City to make an Opinion Request in the circumstance in question; and provided, however, that nothing herein shall prevent or limit the Company’s right to claiming any exemption from disclosure it believes applicable directly to the Texas Attorney General. The Company shall bear the burden of establishing to the Attorney General the applicability of any sections of the Open Records Act claimed as an exception to disclosure in the Opinion Request by timely submitting written comments to the Attorney General.

Section 6.15 Exhibits. The following exhibits are attached and incorporated by reference for all purposes:

- Exhibit A:** Property Description
- Exhibit B:** Water and Wastewater Rates
- Exhibit C:** Delivery Point and Point of Entry Locations
- Exhibit D:** Utility Connection and Temporary Construction Easement

Section 6.16 No Joint Venture. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create any partnership or joint venture among the Parties. The City, its past, present and future officers, elected officials, employees and agents of the City, do not assume any responsibilities or liabilities to any third party in connection with the development of the Project or the design, construction or operation of any portion of the Project.

Section 6.17 Representations and Warranties. Each Party represents and warrants to the other Party that (i) the Party has full requisite power and authority to perform its obligations under this Agreement, (ii) the execution, delivery, and performance of this Agreement has been duly authorized by all necessary action of the board of directors or other applicable governing body of the Party, (iii) this Agreement is a valid and binding obligation of the Party enforceable against the Party in accordance with its terms, except as the enforceability may be limited by applicable bankruptcy, insolvency or other law affecting creditors’ rights generally, and by general equitable principles, and (iv) the execution, delivery, and performance of this Agreement by the Party does

not, and will not, (A) violate the statute, charter, or other instrument pursuant to which the Party was created, (B) violate the Constitution of the State of Texas, or any other law, rule or regulation by which the Party is bound, (C) violate any judgment, writ, order, injunction, award, or decree of any court, arbitrator, administrative agency or other governmental authority which is binding upon the Party; or (D) result in a material breach, violation, or default under any indenture, mortgage, ordinance, bond resolution, contract, deed of trust, debenture, agreement, or other instrument to which the Party is a party.

Section 6.18 Conditions Precedent. This Agreement is expressly subject to, and the obligations of the Parties are expressly conditioned upon meeting the following conditions precedent (the “**Conditions Precedent**”): (i) the Parties’ execution of the Project Funding Agreement dated approximate date herewith; (ii) the Parties’ execution of that certain Chapter 380 Economic Development Agreement between the Parties, dated as of approximate date herewith; (iii) the Parties’ execution of the First Amendment to the Development Review Reimbursement Agreement dated approximate date herewith; (iv) the Parties’ execution of the First Amendment to the Tax Increment Reinvestment Zone No. Two Economic Development Agreement and Chapter 380 Economic Development Incentive Agreement dated approximate date herewith; (v) the Parties’ execution of that certain Tax Abatement Agreement relating to Tax Abatement Reinvestment Zone No. 9 dated approximate date herewith, and (vi) the Parties’ execution of the First Amendment to the Development Agreement dated approximate date herewith.

[Execution Pages to Follow]

IN WITNESS WHEREOF, this instrument is executed on the Effective Date.

**SAMSUNG AUSTIN SEMICONDUCTOR, LLC, A
DELAWARE LIMITED LIABILITY COMPANY**

By: _____
Name: _____
Title: _____

STATE OF _____ §

COUNTY OF _____ §

Before me, the undersigned notary, on this day personally appeared _____, _____ of Samsung Austin Semiconductor, LLC, a Delaware limited liability company, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person's official capacity for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on _____.

[Seal]

Notary Public, State of _____

THE CITY OF TAYLOR,
a Texas home-rule municipality

By: _____
Brandt Rydell, Mayor

STATE OF TEXAS

§
§
§

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on the ____ day of _____, 2022, by Brandt Rydell, Mayor of the City of Taylor, a Texas home-rule municipality, on behalf of said municipality.

Notary Public, State of Texas

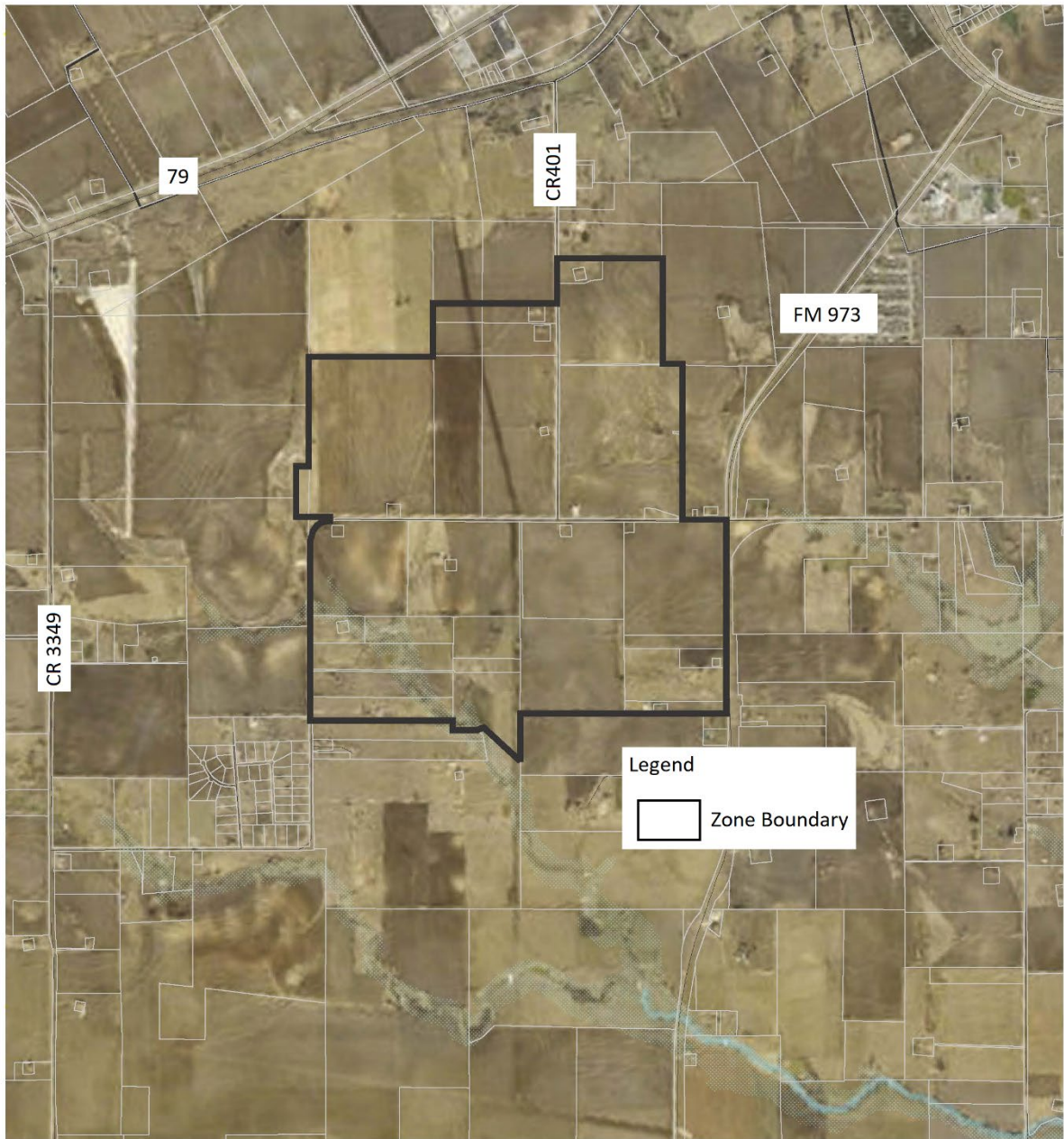
Exhibit A

Property Description

Property generally located Southwest of downtown Taylor, Texas, in an area South of State Highway 79, North of County Road 1660, East of County Road 3349, and West of Farm to Market Road 973 in the City of Taylor, including the properties listed below by Williamson Central Appraisal District Property Identification Number:

Property ID	WCAD Legal Description
R019409	AW0800 LEE, T.B. SUR.
R019700	AW0631 TYLER, B.J. SUR.
R020073	AW0631 TYLER, B.J. SUR.
R019412	AW0800 LEE, T.B. SUR.
R019701	AW0631 TYLER, B.J. SUR.
R020074	AW0631 TYLER, B.J. SUR.
R019411	AW0800 - LEE, T.B. SUR.
R020004	AW0800 - LEE, T.B. SUR.
R430327	AW0484 - NOBLES, W. SUR.
R019702	AW0632 - TYLER, L.A. SUR.
R020075	AW0632 TYLER, L.A. SUR.
R019408	AW0800 LEE, T.B. SUR.
R019261	AW0318 H.T. & B.R.R. CO. SUR.
R019977	AW0318 H.T. & B.R.R. CO. SUR.
R019262	AW0318 H.T. & B.R.R. CO. SUR.
R092013	AW0318 H.T. & B.R.R. CO. SUR.
R019706	AW0636 TYLER, G.W. SUR.
R020076	AW0636 TYLER, G.W. SUR.
R019209	AW0923 EBBERLY, J. SUR.
R019237	AW0315 H.T. & B.R.R. CO. SUR.
R019230	AW0315 - H.T. & B.R.R. CO. SUR.
R594305	AW0315 - H.T. & B.R.R. CO. SUR.
R019965	AW0315 - H.T. & B.R.R. CO. SUR.
R019705	AW0634 TYLER, G.N. SUR.
R019264	AW0318 H.T. & B.R.R. CO. SUR.
R019263	AW0318 H.T. & B.R.R. CO. SUR.
R107030	AW0318 H.T. & B.R.R. CO. SUR.
R019259	AW0318 H.T. & B.R.R. CO. SUR.
R333621	AW0318 H.T. & B.R.R. CO. SUR.
R337975	AW0318 - H.T. & B.R.R. CO. SUR.
R019267	AW0318 - H.T. & B.R.R. CO. SUR.
R019260	AW0318 H.T. & B.R.R. CO. SUR.
R019269	AW0318 H.T. & B.R.R. CO. SUR.
R577898	AW0315 AWO315 - H.T. & B.R.R. CO. SUR.

Property ID	WCAD Legal Description
R019703	AW0634 TYLER, G.N. SUR.
R331121	AW0923 - EBBERLY, J. SUR.
R331122	AW0923 - EBBERLY, J. SUR.
R331120	AW0923 - EBBERLY, J. SUR.
R331123	AW0923 - EBBERLY, J. SUR.
R019223	AW0923 - EBBERLY, J. SUR.
R338860	AW0923 - EBBERLY, J. SUR.
R019235	AW0315 - H.t. & B.r.r. Co. Sur.
R327085	AW0315 H.t. & B.r.r. Co. Sur.



DESCRIPTION

A 1268.23 Acre (55,244,173 Square Feet), tract of land, lying within the Benjamin J. Survey Abstract 631, the Thomas B. Lee Survey Abstract 800, the Lucius A. Tyler Survey Abstract 632, the H.T.&B.R.R.Co Survey Abstract 315, the H.T.&B.R.R.Co Survey Abstract 318, the GW Tyler Survey Abstract 636, the George N Tyler Survey Abstract 634 and the Jacob Ebberly Survey, Abstract 923, Williamson County, Texas, and being all of the following tracts conveyed to Samsung Austin Semiconductor, LLC, a called 100.57 acre tract in Document No. 2021184352, a called 7.19 acre tract in Document No. 2021184013, a called 35.18 acre tract in Document No. 2021183985, a called 11.02 acre tract in Document No. 2021184141, the remainder of a called 79.36 acre tract, Tract 1 and a called 159.14 acre tract, Tract 2 both in Document No. 2021184492, a called 33.62 acre tract, Tract 1, Parcel A, a called 1.85 acre tract, Tract 1, Parcel B, and a called 21.67 acre tract, Tract 2 all three in Document No. 2021184917, a called 23.58 acre tract in Document No. 2021184841, a called 29.87 acre tract in Document No. 2021183753, a called 29.99 acre tract in Document No. 2021184513, a called 11.18 acre tract in Document No. 2021185096, a called 70.38 acre tract in Document No. 2021184494, a called 61.29 acre tract, Tract 1 and a called 84.06 acre tract, Tract 2 both in Document No. 2021181069, a called 18.92 acre tract in Document No. 2021184843, a called 7.85 acre tract in Document No. 2021184919, a called 0.875 acre tract in Document No. 2021183313, a called 2.00 acre tract in Document No. 2021184507, a called 5.30 acre tract in Document No. 2021184505, a called 140.73 acre tract in Document No. 2021184511, a called 0.93 acre tract in Document No. 2021187920, a called 95.27 acre tract in Document No. 2021184038, a called 164.63 acre tract in Document No. 2021184270, a called 51.57 acre tract in Document No. 2021183993, the remainder of a called 8.43 acre tract in Document No. 2021184854 and a portion of a called 15.23 acre tract in Document No. 2021189911 all in the Official Public Records of Williamson County, Texas, described As Follows:

BEGINNING, at a 1/2" iron rod with cap stamped "COBB FENDLEY" found, for the northeastern corner of said 100.57 acre tract and also being the intersection point of the southern right of way line of County Road 404 (right of way varies) with the western right of way line of Farm to Market Road 973 (right of way varies) for the **POINT OF BEGINNING** of the herein described tract;

THENCE, with the western right of way line of said Farm to Market Road 973 and also being the eastern line of said 100.57 acre tract, said 7.19 acre tract, said 35.18 acre tract and said 11.02 acre tract, the following three (3) courses and distances:

1. S 07° 24' 04" W, a distance of 2400.22 feet to a 1/2" iron rod with "ATWELL LLC" cap set;
2. S 82° 29' 00" E, a distance of 20.69 feet to a 1/2" iron rod with "ATWELL LLC" cap set;
3. S 07° 23' 06" W, passing at a distance of 307.06 feet a TxDOT monument with aluminum cap found for the southeastern corner of said 7.19 acre tract and also being the most eastern northeastern corner of said 35.18 acre tract, in all a total distance of 1176.05 feet to a 1/2" iron rod with "ATWELL LLC" cap set for the southeastern corner of the herein described tract;

THENCE, with the southern line of said 11.02 acre tract and said 159.14 acre tract and also being the northern line of a called 93.583 acre tract conveyed to M. Moore Family Farms, LLC in Document No. 2018097226, Official Public Records of Williamson County, Texas, N 82° 16' 01" W, passing at a distance of 1907.29 feet a 1/2" iron rod found for the southwestern corner of said 11.02 acre tract and also being the southeastern corner of said 159.14 acre tract, in all a total distance of 3840.55 feet to a 1/2" iron rod found for the southwestern corner of said 159.14 acre tract, the northwestern corner of said 93.583 acre tract and also being on the eastern line of said 33.62 acre tract;

THENCE, with the eastern line of said 33.62 acre tract and also being the western line of said 93.583 acre tract, S 07° 05' 14" W, a distance of 843.78 feet to a 2 1/2" wagon wheel hub found for the southeastern corner of said 33.62 acre tract and also being the northeastern corner of a called 242.54 acre tract, conveyed to Billy B. Trimble and wife, Betty O'Brien Trimble in Volume 2420, Page 29, Deed Records of Williamson County, Texas;

THENCE, with the southern line of said 33.62 acre tract, the northern lines of said 242.54 acre tract and of a called 26.63 acre tract, conveyed to John William Wilder in Volume 2406, Page 378, Official Records of Williamson County, Texas, the following four (4) courses and distances;

1. N 39° 26' 18" W, a distance of 834.84 feet to a 1/2" iron rod with "ATWELL LLC" cap set;
2. N 34° 42' 04" W, a distance of 91.04 feet to a 1/4" iron rod found;
3. S 84° 59' 56" W, a distance of 145.60 feet to a 1/2" iron rod with "ATWELL LLC" cap set;
4. N 82° 12' 04" W, a distance of 424.95 feet to a 1/2" iron rod with "ATWELL LLC" cap set for the southwestern corner of said 33.62 acre tract and also being an ell corner of said 26.63 acre tract;

THENCE, with the western line of said 33.62 acre tract and also being the eastern lines of said 26.63, N 07° 29' 21" E, a distance of 142.58 feet to a 1/2" iron rod with "ATWELL LLC" cap set for the southeastern corner of said 23.58 acre tract and also being the northeastern corner of said 26.63 acre tract;

THENCE, with the southern line of said 23.58 acre tract and also being the northern lines of said 26.63 acre tract, N 81° 50' 43" W, a distance of 2604.65 feet to a 1 1/4" iron rod found for the southwestern corner of said 23.58 acre tract, the northwestern corner of said 26.63 acre tract and also being on the eastern right of way line of County Road 404 (right of way varies), for the southwestern corner of the herein described tract;

THENCE, with the eastern right of way line of said County Road 404 and also being the western line of said 23.58 acre tract, said 29.87 acre tract, said 1.85 acre tract, said 29.99 acre tract and said 11.18 acre tract, N 07° 33' 46" E, passing at a distance of 394.60 feet a 1/2" iron rod found for the northwestern corner of said 23.58 acre tract and also being the southwestern corner of said 29.87 acre tract, passing at a distance of 894.20 feet a 1/2" iron rod found for the northwestern corner of said 29.87 acre tract and also being the southwestern corner of said 1.85 acre tract, in all a total distance of 1924.49 feet to a 1/2" iron rod found for the northwestern corner of said 11.18 acre tract and also being the southwestern corner of said 70.38 acre tract;

THENCE, continuing with the eastern right of way line of said County Road 404 and also being the western line of said 70.38 acre tract, the following two (2) courses and distances:

1. N 07° 17' 54" E, a distance of 1440.52 feet to a 1/2" iron rod with "ATWELL LLC" cap set, for the point of curvature of a curve to the right;
2. With said curve to the right, an arc distance of 464.06 feet, having a radius of 370.00 feet, an angle of 71° 51' 43", and a chord bearing N 50° 50' 35" E, a distance of 434.24 feet a 1/2" iron rod with "KC ENG" cap found for the most eastern northwestern corner of said 70.38 acre tract and also being the most southern southwestern corner of said 14.37 acre tract;

THENCE, with the eastern right of way line of said County Road 404 and also being the western line of said 14.37 acre tract, N 07° 58' 51" E, a distance of 55.72 feet to a 1/2" iron rod with "ATWELL LLC" cap set for the most northern southwestern corner of said 14.37 acre tract, being on the southern line of said 164.63 acre tract and also being on the northern right of way of said County Road 404;

THENCE, with the southern line of said 164.63 acre tract and also being the northern right-of-way line of said County Road 404, N 82° 01' 09" W, a distance of 555.93 feet to a 1/2" iron rod with plastic cap found for the southwestern corner of said 164.63 acre tract and also being an ell corner of the remainder of a called 194.559 acre tract, conveyed to RCR Taylor Land, L.P. in Document No. 2018058746, Official Public Records of Williamson County, Texas;

THENCE, with the western line of said 164.63 acre tract, being the eastern line of said 194.559 acre tract, the eastern line of a called 183.84 acre tract, conveyed to RCR Taylor Land, L.P. in Document No. 2018058736, Official Public Records of Williamson County, Texas and also being the eastern line of a called 183.94 acre tract, conveyed to RCR Taylor Land, L.P. in Document No. 2018058735, Official Public Records of Williamson County, the following three (3) courses and distances;

1. N 07° 20' 22" E, a distance of 963.95 feet to a post found;
2. S 82° 39' 33" E, a distance of 232.48 feet to a 1/2" iron rod with "SAM SURVEYING" cap found;
3. N 07° 36' 06" E, a distance of 2035.60 feet to a 1/2" iron rod found for the northwestern corner of said 164.63 acre tract and also being the southwestern corner of a called 305.22 acre tract, conveyed to C. Ernest Lawrence Family Limited Partnership in Document No. 2005011334, Official Public Records of Williamson County, Texas, for the most western northwestern corner of the herein described tract;

THENCE, with the northern line of said 164.63 acre tract and also being the southern line of said 305.22 acre tract, S 82° 27' 21" E, a distance of 2297.84 feet to a 1/2" iron rod found for the northeastern corner of said 164.63 acre tract, the southeastern corner of said 305.22 acre tract, the northwestern corner of said 61.29 acre tract and also being the southwestern corner of said 51.57 acre tract;

THENCE, with the western line of said 51.57 acre tract and also being the eastern line of said 305.22 acre tract, N 07° 13' 32" E, a distance of 978.27 feet to a post found for the northwestern corner of said 51.57 acre tract and also being the southwestern corner of a called 79.74 acre tract, conveyed to C. Ernest Lawrence Family Limited Partnership in Document No. 200501133, Official Public Records of Williamson County, Texas;

THENCE, with the northern line of said 51.57 acre tract and northern line of said 14.37 acre tract also being the southern line of said 79.74 acre tract and the southern ROW line of County Road 401 (right of way varies), S 82° 46' 28" E, a distance of 2328.97 feet to a 1/2" iron rod with "ATWELL LLC" cap set on the eastern right of way line of said County Road 401 and also being on the western line of said 79.36 acre tract;

THENCE, with the eastern right of way line of said County Road 401 and also being on the western line of said 79.36 acre tract, N 07° 06' 15" E, a distance of 365.08 feet to a 1/2" iron rod with "ATWELL LLC" cap set for an ell corner of said 79.36 acre tract and also being the southwestern corner of said remainder of 8.43 acre tract;

THENCE, with the eastern right of way line of said County Road 401 and also being the western line of said remainder of 8.43 acre tract, N 07° 18' 23" E, a distance of 422.83 feet to a 1/2" iron rod with "ATWELL LLC" cap set for the northwestern corner of said remainder of 8.43 acre tract and also being the southwestern corner of a called 1.13 acre tract, Tract 2 conveyed to Prophet Capital Management, LTD in Document No. 2021187922, Official Public Records of Williamson County, Texas;

THENCE, with the southern line of said 1.13 acre tract and of a called 1.50 acre tract, Tract 1 conveyed to Prophet Capital Management, LTD in Document No. 2021187922, Official Public Records of Williamson County, Texas and also being the northern line of said remainder of 8.43 acre tract and said remainder of 79.36 acre tract, S 82° 28' 11" E, a distance of 1904.77 feet to a 1/2" iron rod with "ATWELL LLC" cap set for the southeastern corner of said 1.50 acre tract and also being on the western line of a called 151.17 acre tract, (Tract 1) conveyed to Prophet Capital Management, LTD in Document No. 2019032467, Official Public Records of Williamson County, Texas, for the northeastern corner of the herein described tract;

THENCE, with the eastern line of said 79.36 acre tract and also being the western line of said 151.17 acre tract, S 07° 08' 58" W, a distance of 1947.41 feet to a 1/2" iron rod found for the southeastern corner of said 79.36 acre tract and also being the northeastern corner of said 0.93 acre tract;

THENCE, with the eastern line of said 0.93 acre tract and also being the western line of said 151.17 acre tract, S 16° 12' 59" W, a distance of 23.14 feet to a 1/2" iron rod found for the southeastern corner of said 0.93 acre tract, the southwestern corner of said 151.17 acre tract and also being on the northern line of said 140.73 acre tract;

THENCE, with the northern line of said 140.73 acre tract and also being the southern line of said 151.17 acre tract, S 82° 21' 54" E, a distance of 365.25 feet to a 1/2" iron rod found for the northeastern corner of said 140.73 acre tract and also being the northwestern corner of the remainder of a called 75 acre tract, conveyed to Tony Daniel Michalik in Volume 440, Page 579, Deed Records of Williamson County, Texas;

THENCE, with the eastern line of said 140.73 acre tract and said 14.37 acre tract and also being the western line of said 75 acre tract, the following five (5) courses and distances:

1. S 07° 50' 32" W, a distance of 1249.86 feet to a 1/2" iron rod with "ATWELL LLC" cap set;
2. N 82° 10' 24" W, a distance of 158.33 feet to a 1/2" iron rod with "ATWELL LLC" cap set;
3. S 07° 49' 36" W, a distance of 40.00 feet to a 1/2" iron rod with "ATWELL LLC" cap set;
4. S 82° 10' 24" E, a distance of 158.33 feet to a 1/2" iron rod with "ATWELL LLC" cap set;
5. S 07° 48' 15" W, a distance of 1626.42 feet to a 1/2" iron rod with "ATWELL LLC" cap set for the most southern southeastern corner of said 14.37 acre tract, being on the northern line of said 100.57 acre tract and also being on the southern right of way line of County Road 404 (right of way varies);

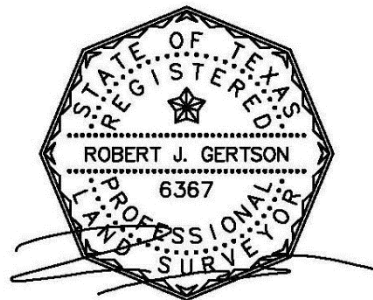
THENCE, with the southern right of way line of said County Road 404 and also being the northern line of said 100.57 acre tract, S 82° 09' 51" E, a distance of 796.69 feet to the **POINT OF BEGINNING**.

Containing 1268.23 acres or 55,244,173 square feet, more or less.

BEARING BASIS NOTE

This project is referenced for all bearing and coordinate basis to the Texas State Plane Coordinate System NAD 83 (2011 adjustment), Central Zone (4203). The Grid to Surface combined scale factor is 1.000120.

Robert J. Gertson, RPLS
Texas Registration No. 6367
Atwell, LLC
805 Las Cimas Parkway, Suite 310
Austin, Texas 78746
Ph. 512-904-0505
TBPE LS Firm No. 10193726



12/30/2021

Page 3 of 3



Exhibit B

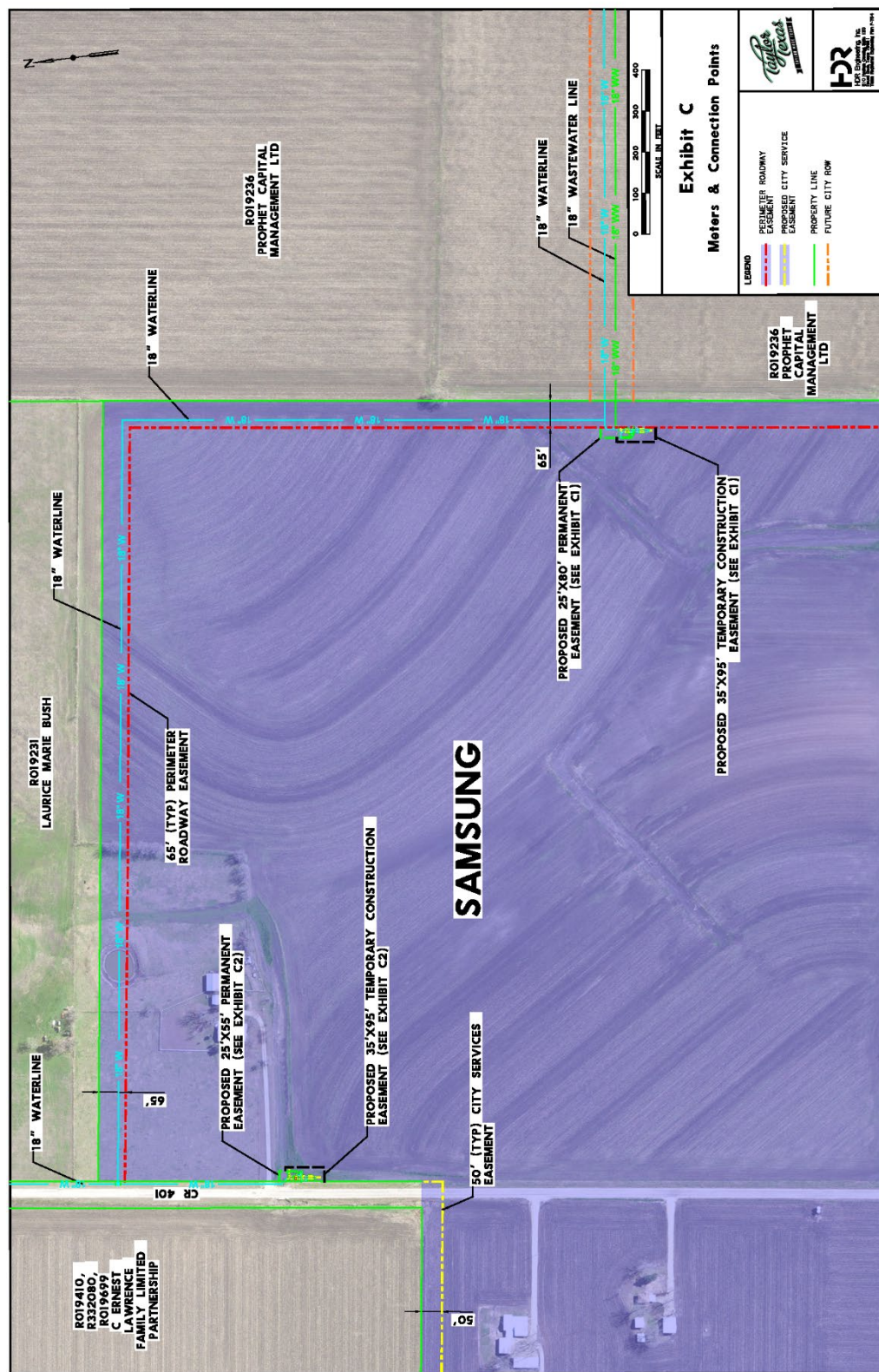
Water and Wastewater Rates

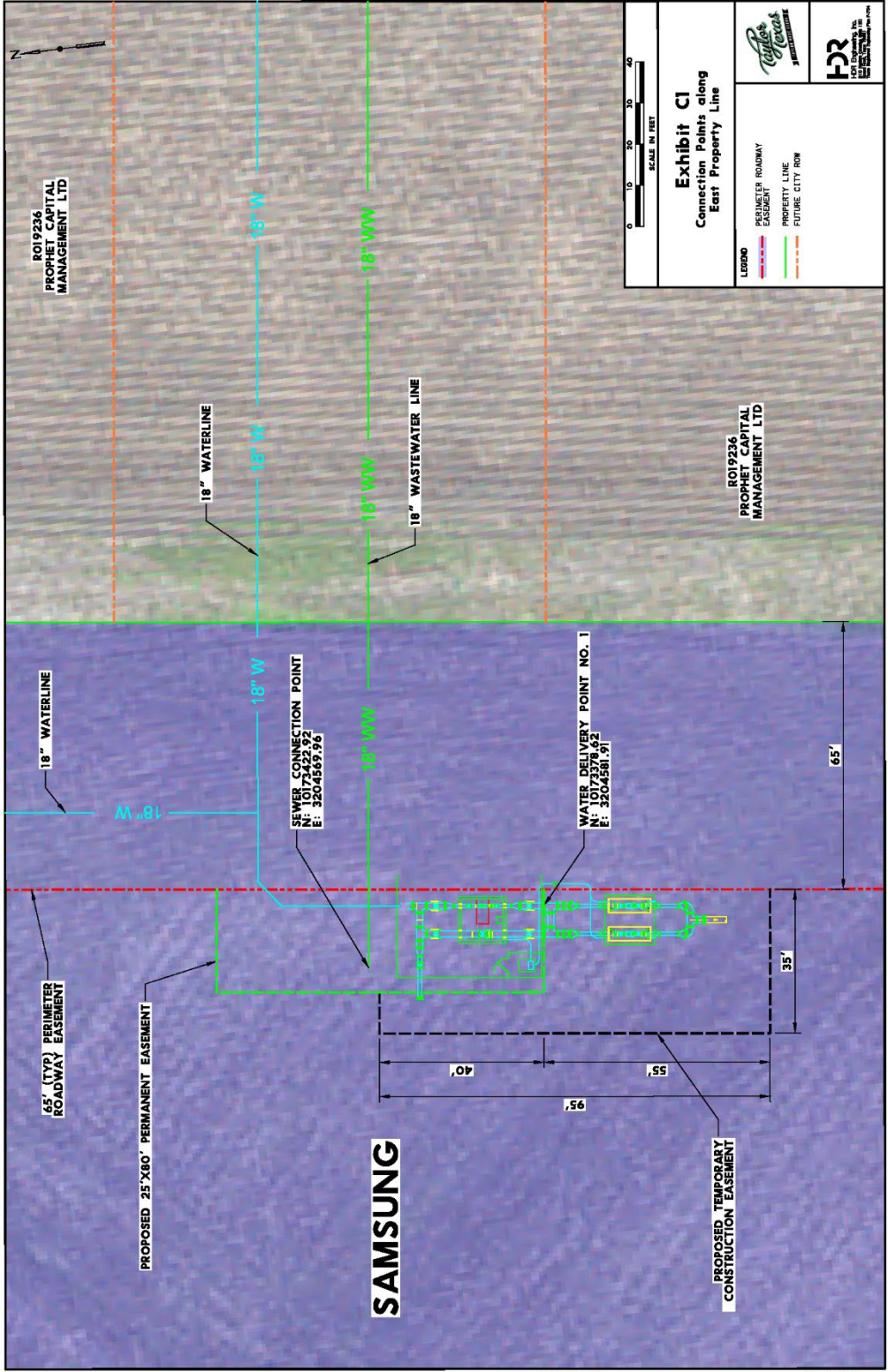
WATER RATE	
Base Rate	Monthly Minimum Charge
Meter(s)	\$ 12,000.00
Gallons/Month	\$/1,000 Gallons
Up to 22,000,000	\$ 3.25
Greater than 22,000,000	\$ 3.97
WASTEWATER RATE	
Base Rate	Monthly Minimum Charge
Meter(s)	\$ 10,000.00
Gallons/Month	\$/1,000 Gallons
All Use	\$ 6.31

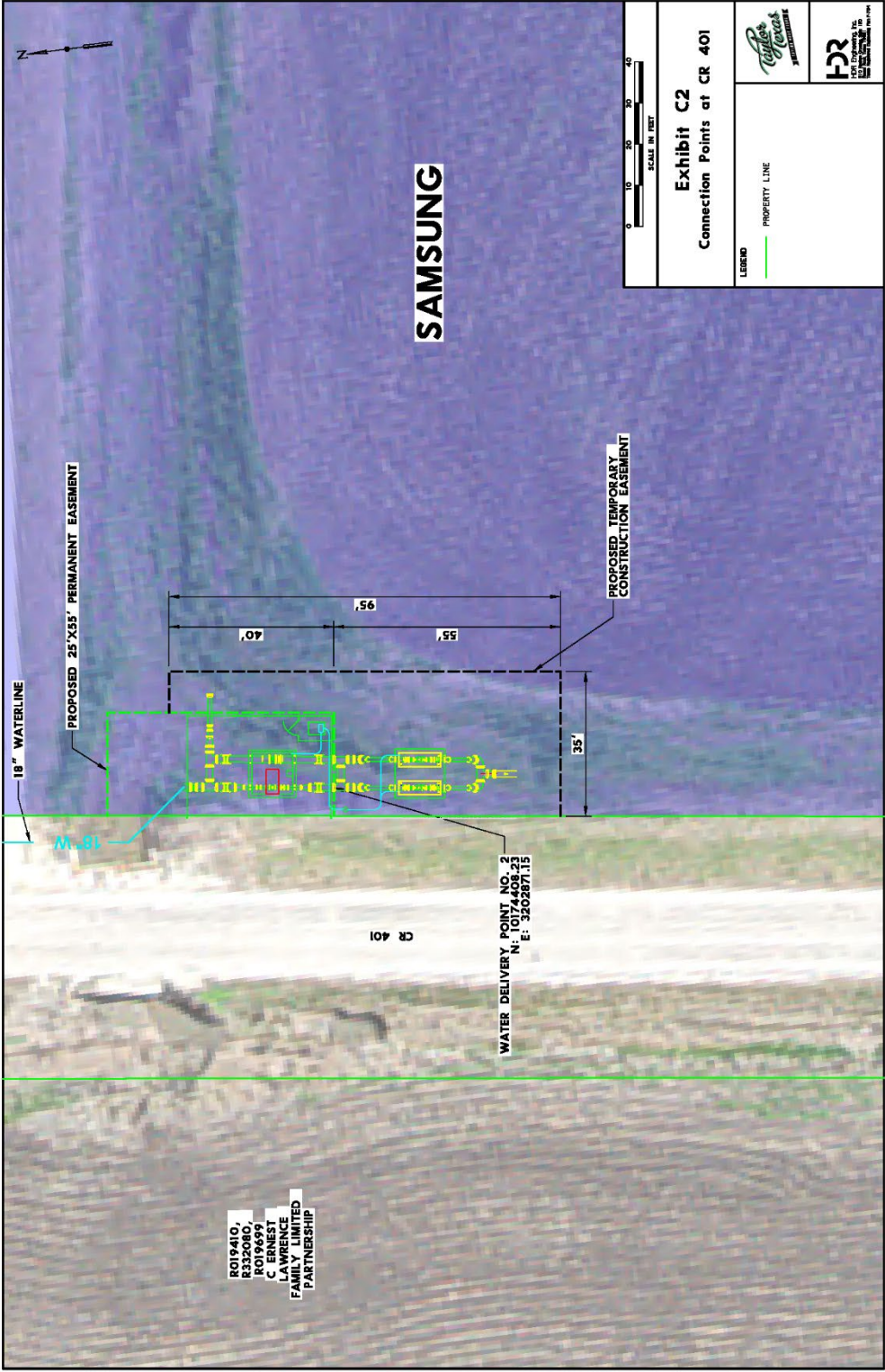
WATER RATE EFFECTIVE 10/1/2022	
Base Rate	Monthly Minimum Charge
Meter(s)	\$ 12,000.00
Gallons/Month	\$/1,000 Gallons
Up to 22,000,000	\$ 3.57
Greater than 22,000,000	\$ 4.37
WASTEWATER RATE EFFECTIVE 10/1/2022	
Base Rate	Monthly Minimum Charge
Meter(s)	\$ 10,000.00
Gallons/Month	\$/1,000 Gallons
All Use	\$ 6.81

Exhibit C

Delivery Point and Point of Entry Locations







R019410,
R332080,
R019699,
C. BARNES,
J. BARNES,
FAMILY LIMITED
PARTNERSHIP

CR 401

WATER DELIVERY POINT NO. 2
N: 320287.15
E: 320287.15

18" WATERLINE

PROPOSED 25'X35' PERMANENT EASEMENT

PROPOSED TEMPORARY
CONSTRUCTION EASEMENT

SAMSUNG



Exhibit C2
Connection Points at CR 401

LEGEND
PROPERTY LINE

Taylor
SURVEYING & CONSULTING, INC.
1001 E. 10TH AVE., SUITE 100
DENVER, CO 80202
303.733.8800

PR
PROFESSIONAL REGISTERED
SURVEYOR
NO. 10000
EXPIRATION DATE 12/31/2024

Exhibit D

Utility Connection and Temporary Construction Easement

UTILITY CONNECTION AND TEMPORARY CONSTRUCTION EASEMENT

EFFECTIVE DATE: OCTOBER 13, 2022

GRANTOR: **Samsung Austin Semiconductor, LLC, a Delaware limited liability company**

GRANTOR'S MAILING ADDRESS: **12100 Samsung Blvd.,
Austin, Texas 78754
Attention: General Counsel**

GRANTEE: **City of Taylor, Texas**

GRANTEE'S MAILING ADDRESS: **City of Taylor, Texas
400 Porter Street
Taylor, Williamson County, Texas 76574
Attention: Brian LaBorde, City Manager**

CONSIDERATION: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

EASEMENT AREA:

A utility connection and temporary construction easement being particularly described and shown in Exhibit "A" attached hereto and incorporated herein as if fully transcribed herein.

GRANTOR, for the **CONSIDERATION** paid to **GRANTOR**, and subject to the reservations from conveyance and exceptions to warranty, hereby grants, sells, and conveys to **GRANTEE**, its successors and assigns, a nonexclusive easement in, upon, under and across (but only within) the **EASEMENT AREA** more fully described and as shown in Exhibit "A" attached hereto (the "**Easement**") for the purpose of placing, constructing, operating, repairing, maintaining and causing to be placed, constructed, operated, repaired, and maintained, structures, facilities, or improvements reasonably necessary and useful for the connection of and metering of water or wastewater mains, lines and pipes, and for the supplying of water or wastewater utility service (the "**Facilities**") to Grantor.

This Utility Connection and Temporary Construction Easement (this "**Agreement**") and the Easement granted hereunder are subject to the following reservations from conveyance, exceptions to warranty, and covenants:

1. Grantor Improvements. Grantor reserves the right to use the Easement Area for all purposes that do not unreasonably interfere with or prevent Grantee's use of the Easement Area as provided herein. Specifically, and without limiting the generality of the forgoing, Grantor or its designee has the right to place, construct, operate, repair, replace and maintain roadways, driveways, drainage, landscaping, signage, and other buildings, facilities or infrastructure on, in, under, over

and across the Easement Area, so long as such use does not unreasonably interfere with or prevent Grantee's use of the Easement Area as provided herein (the "**Grantor Improvements**").

2. Obligations of Grantee. By acceptance of this grant and utilization of any rights granted hereby, Grantee agrees that it will at all times, after doing any work pursuant to the rights hereby granted, restore the surface of the Easement to substantially the same condition as existed prior to such work; that—to the extent reasonably possible—it shall bury all water or wastewater supply lines and service lines located within the Easement in a manner reasonably acceptable to Grantor; and that Grantee will not do any act, or fail to do any act, that will be detrimental or create a hazard to the surface of the lands covered thereby or to the use thereof.
3. Improvement, Maintenance, and Temporary Construction. Grantee must maintain the Easement Area in a safe, neat and clean condition reasonably acceptable to Grantor. Grantee has the right to perform the initial construction and installation of the Facilities in the Easement Area ("**Initial Construction Work**"), and thereafter to repair, maintain, replace and operate the Facilities in the Easement Area ("**Work**"); provided, however, that Grantee shall not construct or install any Facilities on the two areas denoted in Exhibit "A" as "Proposed Temporary Construction Easement" (the "**Temporary Construction Easements**"); rather, the Temporary Construction Easements shall only be used to stage, store, or operate equipment necessary to complete the Initial Construction Work until May 30, 2023, or until the Initial Construction Work is completed, whichever comes first, and Grantee's rights to use the Temporary Construction Easements shall automatically terminate and expire without further documentation upon such date. Before entering Grantor's property, Grantee must first schedule with Grantor its entry upon the Easement Area to engage in any Initial Construction Work or Work. Grantor will provide dates and times, at its reasonable discretion, for any Initial Construction Work or Work to be completed. Grantee will provide plans for Grantor review so that the Parties can coordinate construction activities and avoid encroachments and/or conflicts. Grantee agrees to, and will ensure that its employees, sub-contractors and agents will, follow any and all of Grantor security, safety or confidentiality protocols while on Grantor property.
4. Right to Relocation. Upon reasonable notice to Grantee, Grantor may, at Grantor's reasonable discretion and sole cost, elect to have the Easement Area and the Facilities relocated to any surrounding property owned by Grantor to accommodate the construction or expansion of Grantor's facilities. To the extent Facilities are relocated pursuant to the terms herein, the parties will execute an amended Utility Connection Easement with a corrected exhibit. Grantor's costs of relocation of the Easement Area and the Facilities shall include, but not be limited to, costs of new meters, installation of meters, and the relocation and/or addition of waterlines. Grantee shall not be responsible for any costs related to the relocation of the Easement Area and the Facilities.
5. Reverter. If any portion of the Easement Area is used for any purpose other than constructing, operating, maintaining, repairing and/or replacing the Facilities, Grantor may provide notice to Grantee that, unless such alternate use ceases within thirty (30) days, the Easement created hereunder will automatically terminate as to such portion, and, unless such alternate use ceases,

fee simple ownership of such portion of the Easement Area shall automatically revert to Grantor on the date that is thirty (30) days after such notice, without necessity of reentry.

6. **INDEMNITY.**

(A) TO THE EXTENT PERMITTED BY APPLICABLE LAW, GRANTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS GRANTEE, ITS OFFICERS, EMPLOYEES AND AFFILIATES, FROM AND AGAINST ANY CLAIM, PROCEEDING OR DEMAND ASSERTED BY A THIRD PARTY ("THIRD PARTY CLAIM"), AND ALL DAMAGES, LIABILITIES, LOSSES, COSTS AND EXPENSES INCURRED BY THE INDEMNIFIED PARTY AS A RESULT OF SUCH THIRD PARTY CLAIM (INCLUDING REASONABLE LEGAL EXPENSES AND REASONABLE ATTORNEYS' FEES), WHICH RELATES TO INJURY TO PERSONS OR PROPERTY, IN EACH CASE, SOLELY TO THE EXTENT THAT SUCH THIRD PARTY CLAIM IS CAUSED BY THE NEGLIGENCE OF GRANTOR.

(B) TO THE EXTENT PERMITTED BY APPLICABLE LAW, GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS GRANTOR, ITS OFFICERS, MANAGERS, EMPLOYEES AND AFFILIATES, FROM AND AGAINST ANY CLAIM, PROCEEDING OR DEMAND ASSERTED BY A THIRD PARTY ("THIRD PARTY CLAIM"), AND ALL DAMAGES, LIABILITIES, LOSSES, COSTS AND EXPENSES INCURRED BY THE INDEMNIFIED PARTY AS A RESULT OF SUCH THIRD PARTY CLAIM (INCLUDING REASONABLE LEGAL EXPENSES AND REASONABLE ATTORNEYS' FEES), WHICH RELATES TO INJURY TO PERSONS OR PROPERTY, IN EACH CASE, SOLELY TO THE EXTENT THAT SUCH THIRD PARTY CLAIM IS CAUSED BY THE NEGLIGENCE OF GRANTEE.

7. **Exceptions to Grant.** This Easement is granted and accepted subject to any and all (a) easements, covenants, rights-of-way, conditions, restrictions, encumbrances, mineral reservations and royalty reservations, if any, relating to the Easement Area to the extent and only to the extent, that the same may still be in force and effect, and either shown of record in the Office of the County Clerk of Williamson County, Texas, or apparent on the ground and (b) zoning laws, regulations, and ordinances of municipal and other governmental authorities relating to the Easement Area.
8. **Condition of Easement Area.** It is understood and agreed that the Easement in the Easement Area is being conveyed "AS-IS" and "WHERE-IS", in current condition with all faults and defects, known or unknown. Grantee acknowledges that Grantor has not made and does not hereby make any representations or warranties of any character, express or implied, with respect to the condition of such Easement Area, including any warranty that the Easement Area is inhabitable or is fit for any particular purpose.

9. Additional Easements in Easement Area. Notwithstanding anything to the contrary herein, Grantor shall have the right to grant additional non-exclusive utility and pipeline easements to others in the Easement Area, provided that Grantor shall not permit the installation of any physical encroachments or obstacles that will materially impair Grantee's maintenance and operation of the Facilities, and Grantor agrees that the Facilities will be separated by a reasonable distance from other utility lines and facilities so as to prevent damage or conflicts in the event of repairs or maintenance.
10. Assignment. This Agreement may not be assigned by Grantor or Grantee without the prior written consent of the other party; provided, however, that Grantor may, without the requirement of Grantee's consent, transfer its rights in the real property of the Easement Area and assign this Agreement to an Affiliate of Grantor upon written notice to Grantee; provided, however, no such assignment without the Grantee's consent shall be effective as to Grantee unless and until Grantee receives a copy of the written assignment that provides for the Affiliate to assume all rights and obligations of Grantor set forth in this Agreement. "Affiliate" shall mean, with respect to any entity, any other entity that, directly or indirectly, through one or more intermediaries, Controls, is Controlled by or is under common Control with, such entity. The term "Control" shall mean direct or indirect ownership of more than fifty percent (50%) of the voting stock of a corporation (or equivalent equity interest for other types of entities) or the power to direct or cause the direction of the management and policies of the controlled entity, whether through the ownership of voting securities, by contract or otherwise.
11. Termination. If Grantor no longer requires the Facilities, the parties shall take such actions as are reasonably necessary terminate the Easement and this Easement Agreement. If, in the event of any termination of any portion of the Easement, Grantee does not remove any Facilities, improvements or other property that belongs to Grantee and remains in the Easement Area within one hundred and eighty (180) days, Grantee shall have no further right, title or interest in or to them and Grantor will acquire title to them. The rights and obligations under this Section shall survive termination of the Easement.

The covenants and terms of this Easement are covenants running with the land, and inure to the benefit of, and are binding upon, Grantor, Grantee, and their respective heirs, executors, administrators, legal representatives, successors and assigns. Nothing contained herein shall be deemed to constitute any dedication to the public or for public use of any portion of the Easement Area.

TO HAVE AND TO HOLD the above-described easement, together with all and singular the rights and appurtenances thereto in anywise belonging unto **GRANTEE**, and **GRANTEE's** successors and assigns forever; and **GRANTOR** does hereby bind itself, its heirs, executors, successors and assigns to **WARRANT AND FOREVER DEFEND** all and singular the easement unto **GRANTEE**, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, except as to the reservations from conveyance and exceptions to warranty, to the extent such claim arises, by through, or under Grantor but not otherwise.

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

Dated as of the date first written above but acknowledged as of the dates set forth below.

(Signature Page to Follow)

GRANTOR:

**SAMSUNG AUSTIN SEMICONDUCTOR, LLC,
A DELAWARE LIMITED LIABILITY COMPANY**

By: 

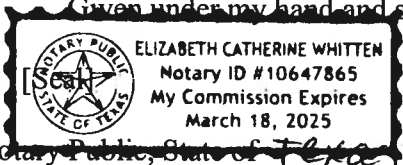
Name: SANGKI BAE

Title: CHIEF FINANCIAL OFFICER

STATE OF TEXAS §
COUNTY OF TRAVIS §

Before me, the undersigned notary, on this day personally appeared Sangki Bae, CFO of Samsung Austin Semiconductor, LLC, a Delaware limited liability company, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person's official capacity for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on October 13, 2022.



Elizabeth Catherine Whitten

EXECUTED to be effective as of the Effective Date.

GRANTEE:

CITY OF TAYLOR, TEXAS,

By: B. LaBorde
Brian LaBorde, City Manager

STATE OF TEXAS

§
§
§

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on the 13th day of October, 2022,
by Brian LaBorde, City Manager of the City of Taylor, Texas, on behalf of said jurisdiction.

Dianna McLean
Notary Public, State of Texas

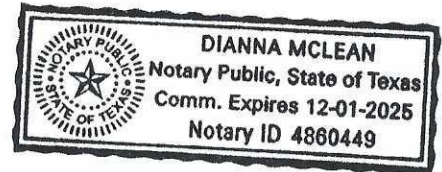
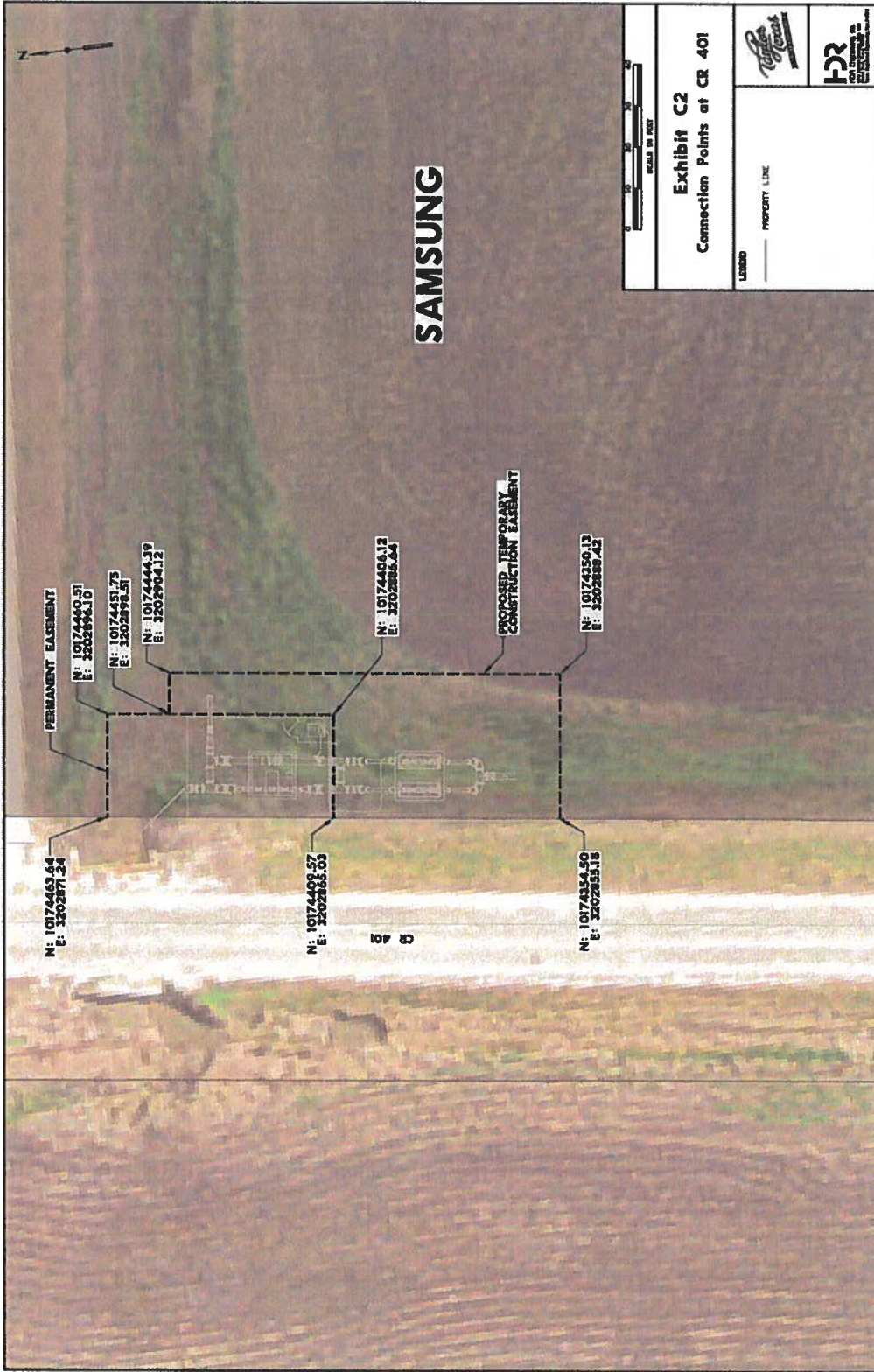


Exhibit “A”

Easement Area

[Please See Attached]







City Council Meeting November 10, 2022 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 10

Agenda Title: Consider resolution R22-28 regarding a petition of Taylor FM973, LLC for the creation of a municipal utility district within the City's extraterritorial jurisdiction.

Council Action to be taken: Consider resolution

Department Submitted: Development Services

Staff Contact: Tom Yantis, Assistant City Manager

1. PURPOSE/DESCRIPTION

This agenda item provides for the Council to consider a resolution in response to a petition received by Taylor FM973, LLC to create a municipal utility district (MUD) on approximately 126.481 acres of land in the City's extraterritorial jurisdiction (ETJ) located south of CR 404 and east of FM 973.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

On September 9, 2022, the City received a petition to create a municipal utility district on approximately 126 acres located in the City's ETJ.

The developer is proposing to create the MUD in order to finance infrastructure for a residential development.

The area proposed to be included in the MUD is located within the Restricted Growth Sector in the City's comprehensive plan.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
N/A	N/A

4. RECOMMENDATION

Staff recommends approving Resolution R22-28 denying consent to the creation of a municipal utility district.

5. FUNDING SOURCE

N/A

6. TIMELINE

Petition received – September 9, 2022

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

N/A

8. ATTACHMENTS

10a. [Resolution R22-28 with exhibits](#)

RESOLUTION NO. 2022-28

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAYLOR, TEXAS, DENYING AND REFUSING THE CREATION OF A MUNICIPAL UTILITY DISTRICT AS PETITIONED BY TAYLOR FM973, LLC FOR PROPERTY WITHIN THE CITY'S EXTRATERRITORIAL JURISDICTION; ADOPTING A REPEALER CLAUSE; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Taylor FM 973, LLC ("Petitioner") submitted a Petition for Consent to the Creation of a Municipal Utility District ("Petition") to the City on or about September 9, 2022, requesting that the City consent to the creation of a municipal utility district to be named "Williamson County Municipal Utility District No. 43" (the "District"); and

WHEREAS, the Petition is attached as Exhibit No. 1 to this Resolution and incorporated herein by reference; and

WHEREAS, the property at issue in the Petition is described in the Petition and located in the City's extraterritorial jurisdiction ("ETJ"); and

WHEREAS, the City Council has reviewed the Petition; and

WHEREAS, the City Council has determined the creation of the District on the property described in the Petition would be inconsistent with the City of Taylor's Comprehensive Plan.

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

SECTION 1. FINDINGS INCORPORATED. The City Council finds the statements made in the preamble are true and correct and incorporated them into the body of this Resolution as if fully stated herein.

SECTION 2. DENIAL OF PETITION. The City Council hereby denies the Petition submitted by Petitioner. The City does not consent, support, or grant permission to the creation of the District as requested in the Petition.

SECTION 3. REPEALER. Any prior Resolution of the City Council in conflict with the provisions contained in this Resolution are hereby repealed and revoked.

SECTION 4. SEVERABILITY. Should any part of this Resolution be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby declared to be severable.

SECTION 5. EFFECTIVE DATE. This Resolution shall take effect immediately from and after its passage.

PASSED AND APPROVED this _____ day of November, 2022.

Brandt Rydell, Mayor

ATTEST:

Dianna McLean, City Clerk

PETITION FOR CONSENT TO THE CREATION
OF A MUNICIPAL UTILITY DISTRICT

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF TAYLOR,
TEXAS:

TAYLOR FM973 LLC, a Texas limited liability company (the "Petitioner"), acting pursuant to the provisions of Chapters 49 and 54, Texas Water Code, respectfully petitions the City Council of the City of Taylor, Texas, for its written consent to the creation of a municipal utility district and would show the following:

I.

The name of the proposed District shall be WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 43 (the "District").

II.

The District shall be created and organized under the terms and provisions of Article XVI, Section 59 of the Constitution of Texas and Chapters 49 and 54, Texas Water Code, together with all amendments and additions thereto.

III.

The District shall contain an area of 126.481 acres of land, more or less, situated in Williamson County, Texas as described by metes and bounds in Exhibit A-1 and Exhibit A-2 (the "Land"). The Land to be included in the District is within the extraterritorial jurisdiction of the City of Taylor, Texas (the "City"). All of the Land proposed to be included may properly be included in the District.

IV.

The Petitioner holds fee simple title to the Land. The Petitioner hereby represents that it owns a majority in value of the Land which is proposed to be included in the District, as indicated by the tax rolls of the Williamson Central Appraisal District.

V.

The Petitioner represents that there are no lienholders on the Land, except FirstBank Southwest, and that there are no residents on the Land.

VI.

The general nature of the work to be done by the District at the present time is the design, construction, acquisition, maintenance and operation of a waterworks and sanitary sewer system for domestic and commercial purposes, and the construction, acquisition, improvement, extension, maintenance and operation of works, improvements, facilities, plants, equipment and appliances helpful or necessary to provide more adequate drainage for the District, and to control, abate and amend local storm waters or other harmful excesses of waters, and such other construction, acquisition, improvement, maintenance and operation of such additional facilities, systems, plants and enterprises, parks and recreational facilities, and road facilities as shall be consistent with all of the purposes for which the District is created.

VII.

There is, for the following reasons, a necessity for the above-described work. The area proposed to be within the District is urban in nature, is within the growing environs of the City, and is in close proximity to populous and developed sections of Williamson County, Texas. There is not now available within the area, which will be developed for residential and commercial uses, an adequate waterworks system, sanitary sewer system, or drainage and storm sewer system or parks and recreational facilities, or road facilities. The health and welfare of the present and future inhabitants of the area and of the territories adjacent thereto require the purchase, design, construction, acquisition, ownership, operation, repair, improvement and extension of an adequate waterworks system, sanitary sewer system, and drainage and storm sewer system, parks and recreational facilities, and road facilities. A public necessity, therefore, exists for the creation of the District, to provide for the purchase, design, construction, acquisition, ownership, operation, repair, improvement and extension of such waterworks system, sanitary sewer system, and drainage and storm sewer system, to promote the purity and sanitary condition of the State's waters and the public health and welfare of the community, and parks and recreational facilities and road facilities.

VIII.

Petitioner, by submission of this Petition, requests the City's consent to the creation of the District containing the Land.

IX.

A preliminary investigation has been made to determine the cost of the proposed District's waterworks system, sanitary sewer system, and drainage and storm sewer system projects, and it is now estimated by the Petitioner, from such information as it has at this time, that such cost will be approximately \$23,120,000.

X.

A preliminary investigation has been made to determine the cost of the proposed District's road projects, and it is now estimated by the Petitioner, from such information as it has at this time, that such cost will be approximately \$2,405,000.

XI.

A preliminary investigation has been made to determine the cost of the proposed District's park and recreational facilities, and it is now estimated by the Petitioner, from such information as it has at this time, that such cost will be approximately \$1,715,000.

XII.

The total cost of the proposed District's projects is estimated by the Petitioner to be approximately \$27,240,000.

WHEREFORE, the Petitioner prays that this petition be heard and that the City Council duly pass and approve an ordinance or resolution granting the consent to the creation of the District and authorizing the inclusion of the Land within the District.

[EXECUTION PAGES FOLLOW]

RESPECTFULLY SUBMITTED this 2nd day of September, 2022.

TAYLOR FM973 LLC
a Texas limited liability company

By: Taylor FM973 Investors LP
a Texas limited partnership
its Sole Member

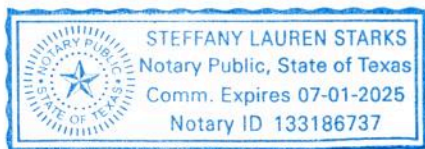
By: Taylor FM973 JV LLC
a Texas limited liability company
its General Partner

By: Epitome Development LLC
a Texas limited liability company
its Manager

By: [Signature]
Dharmarajah Harikumar Rajah
Managing Member

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 2 day of Sept., 2022, by Dharmarajah Harikumar Rajah, Managing Member, of Epitome Development LLC, a Texas limited liability company, Manager of Taylor FM973 JV LLC, a Texas limited liability company, General Partner of Taylor FM973 Investors LP, a Texas limited partnership, Sole Member of **TAYLOR FM973 LLC**, a Texas limited liability company, on behalf of said limited liability companies and partnership.



[Signature]
Notary Public, State of Texas

(NOTARY SEAL)



LEGAL DESCRIPTION

BEING 80.550-acre tract of land situated in the H.T. & B.R.R. Survey No. 3, Abstract No. 317 Williamson County, Texas, being a portion of that certain tract of land called to contain 86.990 acres as described in a Warranty Deed with Vendor's Lien to Timothy S. and Roxanne B. Carnes in Document No. 2007064615 of the Official Public Records of Williamson County, Texas; said 80.550 acre tract of land being more particularly described as follows, with bearings based on the Texas Coordinate System of 1983, Central Zone:

BEGINNING: at a 5/8-inch iron rod with cap stamped "Jones|Carter" set on the eastern line of F.M. 973 (right-of-way varies) for the Northwestern corner of the said 86.990 acre tract, a corner of the remainder of that certain tract of land called Tract 1 called to contain 148.957 acres as described in a Special Warranty Deed to Hilda J. Peterson, Trustee, the Peterson Family Trust – Decedent's Trust B U/T/A in Document No. 2018022732 of the Official Public Records of Williamson County, Texas;

THENCE: South 82°24'59" East a distance of 1444.22 feet along a line of the said 148.957-acre tract, the northern line of the said 86.990-acre tract to a 5/8-inch iron rod with cap stamped "Jones|Carter" set for a corner of the said 148.957-acre tract, the northeastern corner of the said 86.990-acre tract, for the northeastern corner of this herein described tract;

THENCE: South 07°44'08" West a distance of 2533.31 feet along a western line of the said 148.957-acre tract, the eastern line of the said 86.990-acre tract to a 3/4-inch iron pipe found on the northern line of that certain tract of land called to contain 89.83 acres as described in a Deed without Warranty to Robert M. Tiemann in Volume 2247, Page 466 of the Official Public Records of Williamson County, Texas, for the southeastern corner of the said 86.990-acre tract, for the southeastern corner of this herein described tract;

THENCE: North 82°20'25" West a distance of 1559.03 feet along the northern line of the said 89.83-acre tract, passing the northeastern corner of that certain tract of land called Tract 1 – containing 18.687 acres as described in a Special Warranty Deed to Robert M. Tiemann in Document No. 1995025025 of the Official Public Records of Williamson County, Texas, the northern line of a possible old county road (unknown recording information) as indicated in the State of Texas- Department of Transportation, Right of Way Project Plans for F.M. 973; CSJ No. 2295-01-012, the same being the southern line of the said 86.990-acre tract, to a 5/8-inch iron rod with cap stamped "Jones|Carter" set on the northern line of the said possible old county road, with intersection of the eastern line of another possible old county road (unknown recording information) as indicated in Document No 2012076138 of the Official Public Records of Williamson County, Texas, for the southwestern corner of the said 86.990-acre tract, for the southwestern corner of this herein described tract;

THENCE: North 07°18'10" East a distance of 787.52 feet along the eastern line of the said possible old county road, the western line of the said 86.990-acre tract to a 5/8-inch iron rod with cap stamped "Jones|Carter" set on the eastern line of said F.M. 973, a corner of the said 86.990-acre tract, for a corner of this herein described tract;



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THENCE: North 14°47'26" East a distance of 40.07 feet along the eastern line of said F.M. 973, a western line of the said 86.990-acre tract to a 5/8-inch iron rod with cap stamped "Jones|Carter" set for the southwestern corner of a 6.601-acre tract, this day described, for a corner of this herein described tract;

THENCE: Departing from said F.M. 973 and across the said 86.990-acre tract and along the lines of the said 6.601-acre tract, this day described with the following courses and distances:

North 86°11'54" East a distance of 57.52 feet to a 5/8-inch iron rod with cap stamped "Jones|Carter" set for a corner of this herein described tract;
North 76°59'00" East a distance of 222.04 feet to a 5/8-inch iron rod with cap stamped "Jones|Carter" set for a corner of this herein described tract;
South 75°16'16" East a distance of 245.26 feet to a 5/8-inch iron rod with cap stamped "Jones|Carter" set for a corner of this herein described tract;
North 35°30'39" East a distance of 152.78 feet to a 5/8-inch iron rod with cap stamped "Jones|Carter" set for a corner of this herein described tract;
North 14°39'38" East a distance of 232.11 feet to a 5/8-inch iron rod with cap stamped "Jones|Carter" set for a corner of this herein described tract;
North 44°32'13" West a distance of 104.59 feet to a 5/8-inch iron rod with cap stamped "Jones|Carter" set for a corner of this herein described tract;
North 19°54'12" West a distance of 168.59 feet to a 5/8-inch iron rod with cap stamped "Jones|Carter" set for a corner of this herein described tract;

THENCE: North 83°17'43" West a distance of 344.22 feet continuing across the said 86.990-acre tract a line of the said 6.601-acre tract, this day described to a 5/8-inch iron rod with cap stamped "Jones|Carter" set on the eastern line of said F.M. 973, a western line of the said 86.990-acre tract, for the northwestern corner of the said 6.601-acre tract, for a corner of this herein described tract;

THENCE: Along the eastern line of said F.M. 973, a western line of the said 86.990-acre tract with a curve to the left having a Delta angle of 06°51'11", a Radius of 2964.79 feet, an Arc length of 354.62 feet with the chord of the curve North 10°45'25" East a distance of 354.41 feet to a 5/8-inch iron rod with cap stamped "Jones|Carter" set for a corner of the said F.M. 973, a corner of the said 86.990-acre tract, for a corner of this herein described tract;

THENCE: North 07°23'19" East a distance of 717.31 feet containing along the eastern line of said F.M. 973, a western line of the said 86.990-acre tract to the **POINT OF BEGINNING** and **CONTAINING** an area of 80.550 acres of land.


Rex L. Hackett
Registered Professional Land Surveyor No. 5573
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1-18-2022
Date





LEGAL DESCRIPTION

BEING 45.931 acres of land situated in the H.T. & B.R.R. Survey No. 3, Abstract No. 317 Williamson County, Texas, being the remainder of that certain tract of land called to contain 34.22 acres as described in a Deed with Vendor's Lien to Jay Mikulencak in Volume 901, Page 249 of the Deed Records of Williamson County, Texas, all of that certain 13.466 acre tract called Tract 1 and that certain 0.627 acre tract called Tract 2 in a Warranty Deed with Vendor's Lien to Jesse J. Hill and Brenda B. Morrow in Document No. 1999019357 of the Official Public Records of Williamson County, Texas; said 45.931 acre tract of land being more particularly described as follows, with bearings based on the Texas Coordinate System of 1983, Central Zone:

BEGINNING: at a 1/2-inch iron rod found on the eastern line of F.M. 973 (right-of-way varies), for a corner of said F.M. 973 and the Northwestern corner of the said Tract 2 – 0.627 acres, for the northwestern corner of this herein described tract;

THENCE: South 83°06'25" East a distance of 79.85 feet along a line of said F.M. 973, the northern line of said Tract 2 – 0.627 acres to a 1/2-inch iron rod with aluminum cap found for a corner of said F.M. 973, the southwestern corner of that certain tract of land called to contain 70.00 acres as described in a Warranty Deed to Patrick A. Daffin in Document No. 2008045907 of the Official Public Records of Williamson County, Texas, for a corner of this herein described tract;

THENCE: South 82°30'00" East at approximately a distance of 7.97 feet pass a calculated point for the northeastern corner of said Tract 2, the Northwestern corner of said Tract 1, continuing along the Northern line of said Tract 1 and the southern line of the said 70.00 acres, **a distance in all of 1549.64 feet** to a 1/2-inch iron pipe found for the northeastern corner of said Tract 1, a corner of the said 70.00 acre tract, for the northeastern corner of this herein described tract;

THENCE: South 07°44'36" West a distance of 377.19 feet along the eastern line of said Tract 1, a western line of the said 70.00-acre tract to a 5/8-inch iron rod found for the southeastern corner of said Tract 1, the northeastern corner of the remainder of the said 34.22-acre tract, for a corner of this herein described tract;

THENCE: South 07°20'50" West a distance of 853.32 feet along the eastern line of the remainder of the said 34.22-acre tract, a western line of the said 70.00-acre tract to a 1-inch iron pipe found on the northern line of that certain 148.957 acre tract, called Tract 1 in a Special Warranty Deed to Hilda J. Peterson, Trustee, The Peterson Family Trust – Decedent's Trust B U/T/A Dated 1-4-2000 in Document No. 2018022732 of the Official Public Records of Williamson County, Texas, for the southeastern corner of the remainder of the said 34.22-acre tract, for the southeastern corner of this herein described tract;

THENCE: North 82°24'59" West a distance of 1627.78 feet along a northern line of the said 148.957-acre tract, the southern line of the remainder of the said 34.22-acre tract to a 1/2-inch iron rod found on the eastern line of said F.M. 973, for the Southwestern corner of the remainder of the said 34.22-acre tract, for the southwestern corner of this herein described tract, from which a 5/8-inch iron rod with cap stamped "Jones|Carter" set a remainder corner of the said 148.957-acre tract, the northwestern corner of that certain tract of land called to contain 86.990 acres as described in a Warranty Deed with



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Vendor's Lien to Timothy S. and Roxanne B. Carnes in Document No. 2007064615 of the Official Public Records of Williamson County, Texas bears South 07°23'19" West a distance of 30.00 feet;

THENCE: North 07°24'47" East along the eastern line of said F.M. 973, at 438.98 feet pass a TxDOT brass disk found, a distance in all of **851.10 feet** to 1/2-inch iron rod found for the northwestern corner of the remainder of the said 34.22-acre tract, the southwestern corner of said Tract 1 – 13.466-acres, for a corner of this herein described tract;

THENCE: North 07°20'00" East, continuing along the eastern line of said F.M. 973, at a distance of 63.46 feet pass a 1/2-inch iron rod with aluminum cap found for the a western corner of said Tract 1 – 13.466-acres, the southwestern corner of said Tract 2 – 0.627 acres, at a distance of 89.46 feet pass a 1/2-inch iron rod with cap marked "SNS" found for the northwestern corner of a 1.00-acre tract as described in a Deed of Trust in Document No. 2013007377 of the Official Public Records of Williamson County, Texas, a distance in all of **376.20 feet** to the **POINT OF BEGINNING** and **CONTAINING** an area of 45.931 acres of land.

Rex L. Hackett
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01-17-2022

Date

