

AGENDA

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

NOVEMBER 9, 2017, 6:00 P.M.

CALL TO ORDER AND DECLARE A QUORUM

INVOCATION

PLEDGE OF ALLEGIANCE

ANNOUNCEMENTS

CITIZENS COMMUNICATION

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

CONSENT AGENDA

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

1. Approve renewal of arbitrage contract. (Rosemarie Dennis)
2. Approve Interlocal contract with the Capital Area Emergency Communications District (CAECD) for public safety answering point maintenance, equipment and training (PSAP) for FY 2017/2018. (Chief Henry Fluck)
3. Concur with preliminary financials for September, 2017. (Rosemarie Dennis)
4. Approve minutes for October 26, 2017. (Susan Brock)

ORDINANCES/PUBLIC HEARING

5. Consider introducing Ordinance 2017-22 regarding a Budget Amendment for Fiscal Year 2016/2017. (Rosemarie Dennis)
6. Conduct Public Hearing and consider introducing Ordinance 2017-27 regarding a request for a Specific Use Permit for Auto Sales Use located at 1400 W. 2nd Street. (Ashley Lumpkin)

REGULAR AGENDA; REVIEW/DISCUSS AND CONSIDER ACTION

7. Receive presentation from Halff and Associates and consider recommendations regarding MDUS Projects. (Jim Gray)
8. Receive update and consider amending economic development agreement for hotel project. (Ashley Lumpkin; Nimesh Patel)
9. Consider appointments to Historic Preservation Task Force. (Ashley Lumpkin)
10. Consider amendment to Design Build Agreement for Skatepark Project. (Mike DeVito; Casey Sledge)
11. Receive update on Community and Neighborhood Clean Up efforts. (Ashley Lumpkin)
12. Consider appointment to the Williamson County and Cities Health District Board of Directors. (Susan Brock)
13. Consider approving Resolution R17-18 submitting a vote for the Williamson Central Appraisal District (WCAD) Board of Directors. (Susan Brock)
14. Consider proposed future agenda topics and items for discussion. (Mayor)

EXECUTIVE SESSION

15. **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.

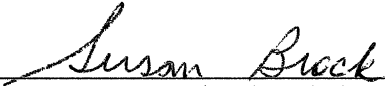
- Wholesale water agreements

16. Consider action from Executive Session. (Mayor)

ADJOURN

The Council may vote and/or act upon each of the items listed in this Agenda. The Council reserves the right to retire into executive session concerning any of the items listed on this Agenda, whenever it is considered necessary and legally justified under the Open Meetings Act including: Section 551.071 (Consult with attorney); Section 551.072 (Real Property); Section 551.073 (Gifts and Donations); Section 551.074 (Personnel Matters); Section 551.076 (Security Devices); and Section 551.087 (Economic Development). I certify that the notice of meeting was posted in the Taylor City Hall Lobby before 6:00 pm on November 6, 2017 and remained posted for at least 72 hours continuously before the scheduled time of said meeting. I further certify that the following news media was notified of this meeting: Taylor Press.

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

Posted By:  Date 11/6/17
Susan Brock, City Clerk



City Council Meeting November 9, 2017

STRATEGIC PILLAR

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

Agenda Item #: 1

Agenda Title: Approve renewing agreement with First Southwest Asset Management, Inc. for arbitrage compliance services.

Council Action to be taken: Approve by consent

Department Submitted: Finance Department

Staff Contact: Rosemarie Dennis, Finance Director

1. PURPOSE/DESCRIPTION

This item is seeking approval from council for the City to enter into an agreement for arbitrage rebate compliance services with First Southwest Asset Management, Inc.

2. STAFF ANALYSIS AND RECOMMENDATION (Why and How)

First Southwest has been providing arbitrage rebate services to the City of Taylor on their existing contract since December of 2012. The contract is a five year term and can be renewed when expired. Our current contract expires on December 13, 2017.

First Southwest has submitted a proposal of an annual base fee to the City of \$1,400 which includes all of the comprehensive arbitrage compliance services. (A \$200 increase from \$1,200 in the current contract.) There are additional fee charges for more complex scenarios calculation.

An executed contract with First Southwest Asset Management, Inc. will ensure that we stay in compliance with the Internal Revenue Service (section 148 of the Code) requirements for arbitrage regulations.

Staff recommends the approval of the agreement with First Southwest Asset Management, Inc. for Arbitrage Rebate Compliance Services.

3. FUNDING SOURCE

The FY2017-18 budget includes \$5,000 for these services. Totals paid to First Southwest annually ranges anywhere from \$1,450 to \$4,920 including the base service plus any additional services throughout the year as needed.

4. TIMELINE CONSIDERATIONS

Immediate consideration is needed in order to have no interruption in services.

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

6. ATTACHMENTS

1a. [Arbitrage Rebate Compliance Service Agreement.](#)

**AGREEMENT FOR
ARBITRAGE REBATE COMPLIANCE SERVICES
BETWEEN
CITY OF TAYLOR, TEXAS
(Hereinafter Referred to as the "Issuer")
AND
FIRST SOUTHWEST ASSET MANAGEMENT, LLC
(Hereinafter Referred to as "FSAM")**

It is understood and agreed that the Issuer, in connection with the sale and delivery of certain bonds, notes, certificates, or other tax-exempt obligations (the "**Obligations**"), will have the need to determine to what extent, if any, it will be required to rebate certain investment earnings (the amount of such rebate being referred to herein as the "**Arbitrage Amount**") from the proceeds of the Obligations to the United States of America pursuant to the provisions of Section 148(f)(2) of the Internal Revenue Code of 1986, as amended (the "**Code**"). For purposes of this Agreement, the term "Arbitrage Amount" includes payments made under the election to pay penalty in lieu of rebate for a qualified construction issue under Section 148(f)(4) of the Code.

We are pleased to submit the following proposal for consideration; and if the proposal is accepted by the Issuer, it shall become the agreement (the "**Agreement**") between the Issuer and FSAM effective at the date of its acceptance as provided for herein below.

1. This Agreement shall apply to all issues of tax-exempt Obligations delivered subsequent to the effective date of the rebate requirements under the Code, except for (i) issues which qualify for exceptions to the rebate requirements in accordance with Section 148 of the Code and related Treasury regulations, or (ii) issues excluded by the Issuer in writing in accordance with the further provisions hereof, (iii) new issues effected in a fashion whereby FSAM is unaware of the existence of such issue, (iv) issues in which, for reasons outside the control of FSAM, FSAM is unable to procure the necessary information required to perform such services.

Covenants of First Southwest Asset Management

2. We agree to provide our professional services in determining the Arbitrage Amount with regard to the Obligations. The Issuer will assume and pay the fee of FSAM as such fee is set out in Appendix A attached hereto. FSAM shall not be responsible for any extraordinary expenses incurred on behalf of Issuer in connection with providing such professional services, including any costs incident to litigation, mandamus action, test case or other similar legal actions.
3. We agree to perform the following duties in connection with providing arbitrage rebate compliance services:
 - a. To cooperate fully with the Issuer in reviewing the schedule of investments made by the Issuer with (i) proceeds from the Obligations, and (ii) proceeds of other funds of the Issuer which, under Treasury Regulations Section 1.148, or any successor regulations thereto, are subject to the rebate requirements of the Code;
 - b. To perform, or cause to be performed, consistent with the Code and the regulations promulgated thereunder, calculations to determine the Arbitrage Amount under Section 148(f)(2) of the Code; and
 - c. To provide a report to the Issuer specifying the Arbitrage Amount based upon the investment schedule, the calculations of bond yield and investment yield, and other information deemed relevant by FSAM. In undertaking to provide the services set forth in paragraph 2 and this paragraph 3, FSAM does not assume any responsibility for any record retention requirements which the Issuer may have under the Code or other applicable laws, it being understood that the Issuer shall remain responsible for compliance with any such record retention requirements.

Covenants of the Issuer

4. In connection with the performance of the aforesaid duties, the Issuer agrees to the following:
 - a. The fees due to FSAM in providing arbitrage rebate compliance services shall be calculated in accordance with Appendix A attached hereto. The fees will be payable upon delivery of the report prepared by FSAM for each issue of Obligations during the term of this Agreement.
 - b. The Issuer will provide FSAM all information regarding the issuance of the Obligations and the investment of the proceeds therefrom, and any other information necessary in connection with calculating the Arbitrage Amount. FSAM will rely on the information supplied by the Issuer without inquiry, it being understood that FSAM will not conduct an audit or take any other steps to verify the accuracy or authenticity of the information provided by the Issuer.
 - c. The Issuer will notify FSAM in writing of the retirement, prior to the scheduled maturity, of any Obligations included under the scope of this Agreement within 30 days of such retirement. This notification is required to provide sufficient time to comply with Treasury Regulations Section 1.148-3(g) which requires final payment of any Arbitrage Amount within 60 days of the final retirement of the Obligations. In the event the Issuer fails to notify FSAM in a timely manner as provided hereinabove, FSAM shall have no further obligation or responsibility to provide any services under this Agreement with respect to such retired Obligations.
5. In providing the services set forth in this Agreement, it is agreed that FSAM shall not incur any liability for any error of judgment made in good faith by a responsible officer or officers thereof and, except to the limited extent set forth in this paragraph, shall not incur any liability for any other errors or omissions, unless it shall be proved that such error or omission was a result of the gross negligence or willful misconduct of said officer or officers. In the event a payment is assessed by the Internal Revenue Service due to an error by FSAM, the Issuer will be responsible for paying the correct Arbitrage Amount and FSAM's liability shall not exceed the amount of any penalty or interest imposed on the Arbitrage Amount as a result of such error.

Obligations Issued Subsequent to Initial Contract

6. The services contracted for under this Agreement will automatically extend to any additional Obligations (including financing lease obligations) issued during the term of this Agreement, if such Obligations are subject to the rebate requirements under Section 148(f)(2) of the Code. In connection with the issuance of additional Obligations, the Issuer agrees to the following:
 - a. The Issuer will notify or cause the notification, in writing, to FSAM of any tax-exempt financing (including financing lease obligations) issued by the Issuer during any calendar year of this Agreement, and will provide FSAM with such information regarding such Obligations as FSAM may request in connection with its performance of the arbitrage rebate services contracted for hereunder. If such notice is not provided to FSAM with regard to a particular issue, FSAM shall have no obligation to provide any services hereunder with respect to such issue.
 - b. At the option of the Issuer, any additional Obligations to be issued subsequent to the execution of this Agreement may be excluded from the services provided for herein. In order to exclude an issue, the Issuer must notify FSAM in writing of their intent to exclude any specific Obligations from the scope of this Agreement, which exclusion shall be permanent for the full life of the Obligations; and after receipt of such notice, FSAM shall have no obligation to provide any services under this Agreement with respect to such excluded Obligations.

Effective Date of Agreement

7. This Agreement shall become effective at the date of acceptance by the Issuer as set out herein below and remain in effect thereafter for a period of five (5) years from the date of acceptance, provided, however, that this Agreement may be terminated with or without cause by the Issuer or FSAM upon thirty (30) days prior written notice to the other party. In the event of such termination, it is understood and agreed that only the amounts due to FSAM for services provided and extraordinary expenses incurred to and including the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement. In the event this Agreement is terminated prior to the completion of its stated term, all records provided to FSAM with respect to the investment of monies by the Issuer shall be returned to the Issuer as soon as practicable following written request by Issuer. In addition, the parties hereto agree that, upon termination of this Agreement, FSAM shall have no continuing obligation to the Issuer regarding any arbitrage rebate related services contemplated herein, regardless of whether such services have previously been undertaken, completed or performed.

Acceptance of Agreement

8. This Agreement is submitted in duplicate originals. When accepted by the Issuer in accordance with the terms hereof, it, together with Appendix A attached hereto, will constitute the entire Agreement between the Issuer and FSAM for the purposes and the consideration herein specified. In order for this Agreement to become effective, it must be accepted by the Issuer within sixty (60) days of the date appearing below the signature of FSAM's authorized representative hereon. After the expiration of such 60-day period, acceptance by the Issuer shall only become effective upon delivery of written acknowledgement and reaffirmation by FSAM that the terms and conditions set forth in this Agreement remain acceptable to FSAM.

Governing Law

9. This Agreement will be governed by and construed in accordance with the laws of the State of Texas, without regard to its principles of conflicts of laws.

Acceptance will be indicated on both copies and the return of one executed copy to First Southwest Asset Management.

Respectfully submitted,

FIRST SOUTHWEST ASSET MANAGEMENT, LLC

By



David K. Medanich, President

Date _____

ISSUER'S ACCEPTANCE CLAUSE

The above and foregoing is hereby in all things accepted and approved by

_____, on this the _____ day of _____, _____.

By

Authorized Representative

Title

Printed Name

APPENDIX A - FEES

The Obligations to be covered initially under this contract include all issues of tax-exempt obligations delivered subsequent to the effective dates of the rebate requirements, under the Code, except as set forth in Section I of the Agreement.

The fee for any Obligations under this contract shall only be payable if a computation is required under Section 148(f)(2) of the Code. In the event that any of the Obligations fall within an exclusion to the computation requirement as defined by Section 148 of the Code or related regulations and no calculations were required by FSAM to make that determination, no fee will be charged for such issue. For example, certain obligations are excluded from the rebate computation requirement if the proceeds are spent within specific time periods. In the event a particular issue of Obligations fulfills the exclusion requirements of the Code or related regulations, the specified fee will be waived by FSAM if no calculations were required to make the determination.

FSAM's fee for arbitrage rebate services is based upon a fixed annual fee per issue. The annual fee is charged based upon the number of years that proceeds exist subject to rebate from the delivery date of the issue to the computation date.

FSAM's fees are payable upon delivery of the report. The first report will be made following one year from the date of delivery of the Obligations and on each computation date thereafter during the term of the Agreement. The fees for computations of the Arbitrage Amount which encompass more, or less, than one Computation Year shall be prorated to reflect the longer, or shorter, period of work performed during that period.

The fee for each of the Obligations included in this contract shall be based on the table below.

Additionally, due to significant time saving efficiencies realized when investment information is submitted in an electronic format, FSAM passes the savings to its clients by offering a 10% reduction in its fees if information is provided in a spreadsheet or electronic text file format.

Description	Annual Fee
ANNUAL FEE	\$1,400
COMPREHENSIVE ARBITRAGE COMPLIANCE SERVICES INCLUDE:	
• Commingled Funds Analysis & Calculations • Spending Exception Analysis & Calculations • Yield Restriction Analysis & Calculations (for yield restricted Project Funds, Reserve Funds, Escrow Funds, etc.) • Parity Reserve Fund Allocations • Transferred Proceeds Calculations • Universal Cap Calculations • Debt Service Fund Calculations (including earnings test when required) • Preparation of all Required IRS Paperwork for Making a Rebate Payment / Yield Reduction Payment • Retention of Records Provided for Arbitrage Computations • IRS Audit Assistance • Delivery of Rebate Calculations Each Year That Meets the Timing Requirements of the Audit Schedule • On-Site Meetings, as Appropriate, to Discuss Calculation Results / Subsequent Planning Items	INCLUDED
OTHER SERVICES AVAILABLE:	
IRS Refund Request – Update calculation, prepare refund request package, and assist issuer as necessary in responding to subsequent IRS Information Requests	\$750

EXPLANATION OF TERMS:

- a. **Computation Year:** A “Computation Year” represents a one year period from the delivery date of the issue to the date that is one calendar year after the delivery date, and each subsequent one-year period thereafter. Therefore, if a calculation is required that covers more than one “computation year,” the annual fee is multiplied by the number of computation years contained in the calculation being performed. If a calculation includes a portion of a computation year, i.e., if the calculation includes 1 ½ computation years, then the base fee will be multiplied by 1.5.
- b. **Electronic Data Submission:** The data should be provided electronically in MS Excel or ASCII text file (comma delimited text preferred) with the date, description, dollar amount, and an activity code (if not in debit and credit format) on the same line in the file.
- c. **Variable/Floating Rate Bond Issues:** Special services are also required to perform the arbitrage rebate calculations for variable rate bonds. A bond is a variable rate bond if the interest rate paid on the bond is dependent upon an index which is subject to changes subsequent to the issuance of the bonds. The computational requirements of a variable rate issue are more complex than those of a fixed rate issue and, accordingly, require significantly more time to calculate. The additional complexity is primarily related to the computation of the bond yield, which must be calculated on a “bond year” basis. Additionally, the regulations provide certain flexibility in computing the bond yield and determining the arbitrage amount over the first IRS reporting period; consequently, increased calculations are required to determine which bond yield calculation produces the lowest arbitrage amount.
- d. **Commingled Fund Allocations:** By definition, a commingled fund is one that contains either proceeds of more than one bond issue or proceeds of a bond issue and non-bond proceeds (i.e., revenues) of \$25,000 or more. The arbitrage regulations, while permitting the commingling of funds, require that the proceeds of the bond issue(s) be “carved out” for purposes of determining the arbitrage amount. Additionally, interest earnings must be allocated to the portion of the commingled fund that represents proceeds of the issue(s) in question. Permitted “safe-harbor” methods (that is, methods that are outlined in the arbitrage regulations and, accordingly, cannot be questioned by the IRS under audit), exist for allocating expenditures and interest earnings to issues in a commingled fund. FSAM uses one of the applicable safe-harbor methods when doing these calculations.
- e. **Debt Service Reserve Funds:** The authorizing documents for many revenue bond issues require that a separate fund be established (the “Reserve Fund”) into which either bond proceeds or revenues are deposited in an amount equal to some designated level, such as average annual debt service on all parity bonds. This Reserve Fund is established for the benefit of the bondholders as additional security for payment on the debt. In most cases, the balance in the Reserve Fund remains stable throughout the life of the bond issue. Reserve Funds, whether funded with bond proceeds or revenues, must be included in all rebate calculations.
- f. **Debt Service Fund Calculations:** Issuers are required under the regulations to analyze the invested balances in their debt service funds annually to determine whether the fund depletes as required during the year and is, therefore, “bona fide” (i.e., potentially exempt from rebate in that year). It is not uncommon for surplus balances to develop in the debt service fund that services an issuer’s tax supported debt, particularly due to timing differences of when the funds were due to be collected versus when the funds were actually collected. FSAM performs this formal analysis of the debt service fund and, should it be determined that a surplus balance exists in the fund during a given year, allocates the surplus balance among the various issues serviced by the fund in a manner that is acceptable under IRS review.
- g. **Earnings Test for Debt Service Funds:** Certain types of bond issues require an additional level of analysis for the debt service fund, even if the fund depletes as required under the regulations and is “bona fide.” For short-term, fixed rate issues, private activity issues, and variable rate issues, the regulations require that an “earnings test” be performed on a bona fide debt service fund to determine if the interest earnings reached \$100,000 during the year. In cases where the earnings reach or exceed the \$100,000 threshold, the entire fund (not just the surplus or residual portion) is subject to rebate.
- h. **Transferred Proceeds Calculations:** When a bond issue is refinanced (refunded) by another issue, special services relating to “transferred proceeds” calculations may need to be performed. Under the regulations, when proceeds of a refunding issue are used to retire principal of a prior issue, a pro-rata portion of the unspent proceeds of the prior issue becomes subject to rebate and/or yield restriction as transferred proceeds of the refunding issue. The refunding issue essentially “adopts” the unspent proceeds of the prior issue for purposes of the arbitrage calculations. These

calculations are required under the regulations to ensure that issuers continue to exercise due diligence to complete the project(s) for which the prior bonds were issued.

- i. **Universal Cap:** Current regulations provide an overall limitation on the amount of gross proceeds allocable to an issue. Simply stated, the value of investments allocated to an issue cannot exceed the value of all outstanding bonds of the issue. For example, this situation can occur if an issuer encounters significant construction delays or enters into litigation with a contractor. It may take months or even years to resolve the problems and begin or resume spending the bond proceeds; however, during this time the debt service payments are still being paid, including any scheduled principal payments. Thus, it's possible for the value of the investments purchased with bond proceeds to exceed the value of the bonds outstanding. In such cases, a "de-allocation" of proceeds may be required to comply with the limitation rules outlined in the regulations.
- j. **Yield Restriction Analysis/Yield Reduction Computations:** The IRS strongly encourages issuers to spend the proceeds of each bond issue as quickly as possible to achieve the governmental purpose for which the bonds were issued. Certain types of proceeds can qualify for a "temporary period," during which time the proceeds may be invested at a yield higher than the yield on the bonds without jeopardizing the tax-exempt status of the issue. The most common temporary period is the three-year temporary period for capital project proceeds. After the end of the temporary period, the proceeds must be yield restricted or the issuer must remit the appropriate yield reduction payment when due. FSAM performs a comprehensive yield restriction analysis when appropriate for all issues having proceeds remaining at the end of the applicable temporary period and also calculates the amount of the yield reduction payment due to the IRS.



City Council Meeting November 9, 2017

STRATEGIC PILLAR

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

Agenda Item #: 2

Agenda Title: Approve Interlocal Contract with the Capital Area Emergency Communications District (CAECD) for public safety answering point (PSAP) maintenance, equipment and training.

Council Action to be taken: Approve by consent

Department Submitted: Police Department

Staff Contact: Henry Fluck, Chief of Police

1. PURPOSE/DESCRIPTION

This is an annual contract that the city has renewed every year since 1999. The agreement allows the city to maintain its PSAP, upgrade 9-1-1 equipment and train its personnel to participate in the district system.

2. STAFF ANALYSIS AND RECOMMENDATION (Why and How)

This is considered a “housekeeping” item requiring approval on an annual basis and is requesting the Council authorize the City Manager to execute this contract on behalf of the governing body.

3. FUNDING SOURCE

The CAECD agrees to compensate the Taylor Police Department in the amount not to exceed \$1500 to purchase supplies such as printer paper, printer ink, cleaning materials and other expendable items necessary for the continuous operation of its PSAP.

4. TIMELINE CONSIDERATIONS

The contract is an annual agreement and is in effect from October 1, 2017 to September 30, 2018.

5. OTHER OPTIONS (In order of preference)

6. ATTACHMENTS

2a. [Interlocal Contract](#)

Capital Area Emergency Communications District

INTERLOCAL CONTRACT FOR PUBLIC SAFETY ANSWERING POINT MAINTENANCE, EQUIPMENT AND TRAINING

Section 1. Parties and Purpose

- 1.1. The Capital Area Emergency Communications District ("CAECD") is a regional emergency communications district and political subdivision of the State of Texas organized and operating in accordance with Texas Health and Safety Code, Subchapter G, chapter 772, as amended. CAECD has developed an annual budget to operate and maintain Next Generation 9-1-1 emergency communications service within the district.
- 1.2. The City of Taylor ("Public Agency") is a Texas home-rule municipality that operates one Public Safety Answering Point (PSAP) that participates in the district as authorized by Texas Health and Safety Code chapter 772.
- 1.3. This interlocal contract is entered into between CAECD and Public Agency pursuant to Texas Government Code chapter 791 so that Public Agency can maintain its PSAPs, upgrade 9-1-1 equipment and train its personnel to participate in the Next Generation 9-1-1 emergency communications system in the district.

Section 2. Rights and Duties of the Contracting Parties

- 2.1 Public Agency agrees to:
 - A. Purchase supplies such as printer paper, printer ink, cleaning materials and other expendable items necessary for the continuous operation of its PSAPs;
 - B. Implement upgrades of its PSAPs equipment and software, as authorized in the current annual budget, through the appropriate CAECD process for the purchase of new equipment and software;
 - C. Protect the PSAPs equipment and secure the PSAPs premises against unauthorized entrance or use;
 - D. Practice preventive maintenance for the PSAPs equipment;
 - E. Ensure call-takers/dispatchers receive emergency communications training as required and as described in CAECD's current annual budget.

- F. Protect the confidentiality of 9-1-1 database information and of information furnished by telecommunications providers, and notify CAECD in writing within two business days of the receipt of a request for 9-1-1 database information, or for information furnished by telecommunications providers, made under the Texas Public Information Act;
- G. Use the Regional Notification System (RNS) 9-1-1 derived database information only to warn or alert citizens of an emergency situation where property or human life is in jeopardy, and protect the database information from unauthorized use.
- H. Request the use of training facilities by sending an email to CMAC@capcog.org and specifying date of request, time of request and type of resources needed such as Solacom or CritiCall;
- I. In the event the use of the Regional Backup Communications Center (RBUC) is required, operate in accordance with all rules and procedures, and within the allocated space in the RBUC located at 6800 Burleson Road, Building 310, Suite 165;
- J. Be responsible for all furniture, administrative telephones, copier machines and administrative desktop computers located within the Public Agency's operating area;
- K. Warrant that it is self-insured and that its self-insurance provides coverage for all possible claims as authorized by the Constitution and the laws of the State of Texas arising out of the Public Agency's performance or nonperformance of this contract and made by a third party against CAPCOG.
- L. Waive any duty CAECD owes Public Agency by virtue of this agreement in the event any act, event, or condition adversely impacts the cost of performance of, or adversely affects the ability of CAECD to perform any obligation under this agreement and if such act, event or condition, in light of any circumstances is beyond the reasonable control and is not a result of the willful or negligent act, error, omission or failure to exercise reasonable diligence on the part of CAECD such action or inaction shall not be construed as a breach of this agreement or a willful or negligent act, error, omission or lack of reasonable diligence of CAECD. Circumstances included above, by way of example only, are:
 - (i) an act of God, landslide, earthquake, fire, explosion, flood, hurricane, tornado, sabotage, or similar occurrence, acts of a public enemy, terrorism, extortion, war, blockade, insurrection, riot or civil disturbance;
 - (ii) the failure of any appropriate governmental agency or private utility to provide and maintain utilities;

- (iii) any failure of title to the Facilities or any placement or enforcement of any lien, charge or encumbrance on the Facilities or on any improvements thereon that is not consented to in writing by, or arising out of any action or agreement entered into by, either party to the Agreement;
- (iv) the inability of CAECD and its subcontractors to gain and maintain access to all areas of the Facilities and/or adjoining the Facilities where work is required to be performed hereunder;
- (v) the preemption, confiscation, diversion, destruction, or other interference by, on behalf, or with authority of a governmental body relating to a declared or asserted public emergency or any condemnation or other taking by eminent domain or similar action, in the possession of property, equipment or materials located at the Facilities, or in the performance of the Services to be performed by CAECD hereunder;
- (vi) strikes, work stoppages, or labor disputes affecting CAECD and any subcontractor (excluding material suppliers) of CAECD;
- (vii) with respect to CAECD, damage to the Facilities caused by third parties not related to or under the control of the CAECD, including, but not limited to, contractors and subcontractors for the CAECD; and,
- (viii) the failure of any subcontractor or supplier to furnish services, materials or equipment on the dates agreed to, but only if such failure is the result of an event that would constitute Force Majeure if it affected the CAECD directly, and the CAECD is not able after exercising all reasonable efforts to timely obtain substitutes.

M. Abide by the Regional Backup Communications Center (RBUC) Access Control Policy, included as attachment A, as if recited verbatim herein.

2.2 CAECD agrees to:

- A. Be responsible for maintaining all RBUC physical plant including primary electrical systems, 9-1-1 systems, HVAC and network wiring as budgeted and with approved available funds;
- B. Provide access control security as require by the CJIS Security Policy and maintain access control systems and badging for appropriate personnel and contractors;
- C. Provide training facilities, including Solacom and CritiCall consoles;
- D. Schedule training based on priority availability given to training offered on a regional basis and requested according to 2.1.H.; and

- E. Provide space, equipment, security, and staff support to the RBUC as budgeted and with approved available funds.

Section 3. Contract Price and Payment Terms

- 3.1 CAECD agrees to compensate Public Agency in the total amount of not to exceed **\$1,500** for its performance of this contract. CAECD must make any payment obligated by this agreement from current revenues available to CAECD. The stated amount is a payment which fairly compensates the Public Agency for the duties performed hereunder.
- 3.2 Within 30 calendar days after the effective date of this contract, CAECD agrees to pay Public Agency **\$1,500** for the purchase of supplies as outlined in Section 2.1.A of this contract.
- 3.3 If Public Agency made expenditures under this contract in violation of applicable law or policy described in Section 6, Public Agency agrees to repay CAECD for those expenditures within 60 calendar days from the date CAECD notifies Public Agency of the repayment amount due and the reason repayment is required.
 - A. If Public Agency does not repay the reimbursement when required, CAECD may refuse to purchase 9-1-1 equipment on Public Agency's behalf and may withhold all or part of the unpaid reimbursement from Public Agency's future entitlement to reimbursement under this or future interlocal contracts between the parties for PSAP maintenance, equipment upgrade, and training.
 - B. Before the 60-day repayment period expires, Public Agency may appeal in writing to CAECD its determination that Public Agency repay the reimbursement, explaining why it believes the determination is wrong, or Public Agency may request CAECD in writing to extend the 60-day repayment period, proposing an alternative period and justifying its need, or it may both appeal and propose an extension. The CAECD Board of Managers decision on Public Agency's appeal or proposal or both is final.
 - C. The appeal authorized by Section 3.3.B is the only mechanism for challenging CAECD's determination under Section 3.3. that Public Agency repay the reimbursement. The early termination provisions of Section 10 and dispute resolution process of Section 11 are not available to challenge CAECD's determination.

Section 4. Effective Date and Term of Contract

- 4.1 This contract takes effect October 1, 2017 and it ends, unless sooner terminated under Section 11, on September 30, 2018.

Section 5. Performance Reports

- 5.1 Public Agency agrees to document and perform a monthly test on their make busy switch by the 20th of each month. Records are to be kept for up to one year.

Section 6. Compliance with Applicable Law and Policy

- 6.1 Public Agency agrees to comply with all applicable law and policy in carrying out this contract. Applicable law and policy include but are not limited to the Texas Health and Safety Code Chapter 771.061 and Chapter 772; the current *Uniform Grant Management Standards* (Governor's Office of Budget and Planning); the current CAECD annual budget; CAECD 9-1-1 *Policies and Procedures Manual* and CAPCOG RNS *Policies & Procedures*.

Section 7. Independent Contractor, Assignment and Subcontracting

- 7.1 Public Agency is not an employee or agent of CAECD, but furnishes goods and services under this contract solely as an independent contractor.
- 7.2 Public Agency may not assign its rights or subcontract its duties under this contract without the prior written consent of CAECD. An attempted assignment or subcontract in violation of this Section 7.2 is void.
- 7.3 If CAECD consents to subcontracting, each subcontract is subject to all of the terms and conditions of this contract, and Public Agency agrees to furnish a copy of this contract to each of its subcontractors.

Section 8. Records and Monitoring

- 8.1 Public Agency agrees to maintain financial, statistical, and ANI/ALI records adequate to document its performance, costs and receipts under this contract. Public Agency agrees to maintain these records at Public Agency's offices.
- 8.2 Subject to the additional requirement of Section 8.3, Public Agency agrees to preserve the records for three fiscal years after receiving its final payment under this contract.
- 8.3 If an audit of or information in the records is disputed or the subject of litigation, Public Agency agrees to preserve the records until the dispute or litigation is finally concluded, regardless of the expiration or early termination of this contract.
- 8.4 CAECD is entitled to inspect and copy, during normal business hours at Public Agency's offices where they are maintained, the records maintained under this contract for as long as they are preserved. CAECD is also entitled to visit Public Agency's offices, talk to its personnel, and audit its records, all during normal business hours, to assist in evaluating its performance under this contract.

- 8.5 CAECD will at least once per year visit Public Agency's offices and monitor its performance of this contract to ensure compliance with applicable law and policy described in Section 6. CAECD will provide Public Agency a written monitoring report within 30 calendar days of the visit. The report will describe any compliance issues and schedule a follow-up visit if necessary.
- 8.6 CAECD agrees to notify Public Agency at least 24 hours in advance of any intended visit under this Section 8. Upon receipt of CAECD's notice, Public Agency agrees to notify the appropriate department(s) specified in the notice.

Section 9. Nondiscrimination and Equal Opportunity

- 9.1 Public Agency shall not exclude anyone from participating under this contract, deny anyone benefits under this contract, or otherwise unlawfully discriminate against anyone in carrying out this contract because of race, color, religion, sex, age, disability, handicap, veteran status, or national origin.
- 9.2 If Public Agency procures goods or services with funds made available under this contract, Public Agency agrees to comply with CAECD's affirmative action procurement policy, which is set out in CAECD's *9-1-1 Policies and Procedures Manual*.

Section 10. Early Termination of Contract

- 10.1 Except as provided in Sections 3.3, if CAECD or Public Agency breaches a material provision of this contract, the other may notify the breaching party describing the breach and demanding corrective action. The breaching party has five business days from its receipt of the notice to correct the breach, or to begin and continue with reasonable diligence and in good faith to correct the breach, which effort will be described in detail in a correction letter delivered to CAECD within five business days from the receipt of the notice to correct. If the breach cannot be corrected within a reasonable time, despite the breaching party's reasonable diligence and good faith effort to do so, the parties may agree to terminate the contract or either party may invoke the dispute resolution process of Section 11.
- 10.2 If this contract is terminated under Section 10, CAECD and Public Agency are each entitled to compensation for any performance undertaken pursuant to the terms of this interlocal contract, where such performance was provided to the other before receiving notice of the termination. However, neither CAECD nor Public Agency is liable to the other for costs it paid or incurred under this contract after or in anticipation of its receipt of notice of termination.
- 10.3 Termination for breach under Section 10.1 does not waive either party's claim for direct damages resulting from the breach, and both CAECD and Public Agency among other

remedies may withhold from compensation owed the other an amount necessary to satisfy its claim against the other. Any such claim(s) shall survive the termination of this agreement by either party for the purpose of enforcement.

10.4 The ending of this contract under Section 4 or its early termination under this Section 10 does not affect Public Agency's duty:

- A. To repay CAECD for expenditures made in violation of applicable law or policy in accordance with Sections 3.3;
- B. To preserve its records and permit inspection, copying, and auditing of its records and visitation of its premises and personnel under Section 8.

Section 11. Dispute Resolution

11.1 The parties desire to resolve disputes arising under this contract without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves. To this end, the parties agree not to sue one another, except to enforce compliance with this Section 11, toll the statute of limitations or seek an injunction, until they have exhausted the procedures set out in this Section.

11.2 At the written request of either party, each party shall appoint one nonlawyer representative to negotiate informally and in good faith to resolve any dispute arising under this contract. The representatives appointed shall determine the location, format, frequency and duration of the negotiations.

11.3 If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to refer the dispute to the Dispute Resolution Center of Austin for mediation in accordance with the Center's mediation procedures by a single mediator assigned by the Center. Each party shall pay half the cost of the Center's mediation services.

11.4 The parties agree to continue performing their duties under this contract, which are unaffected by the dispute, during the negotiation and mediation process.

11.5 If mediation does not resolve the parties' dispute, the parties may pursue their legal and equitable remedies.

Section 12. Notice to Parties

12.1 Notice to be effective under this contract must be in writing and received by the party against whom it is to operate. Notice is received by a party:

- A. When it is delivered to the party personally;

- B. On the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in Section 12.2 or 12.3 and signed for on behalf of the party; or
 - C. Three business days after its deposit in the United States mail, with first-class postage affixed, addressed to the party's address specified in Section 12.2 or 12.3.
- 12.2 CAECD's address is 6800 Burleson Rd., Bldg. 310, Ste. 165, Austin, TX 78744, Attention: Executive Director.
- 12.3 Public Agency's address is 400 PORTER ST., TAYLOR, TX 76574, Attention: CITY MANAGER.
- 12.4 A party may change its address by providing notice of the change in accordance with Section 12.1.

Section 13. Miscellaneous

- 13.1 Each individual signing this contract on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken. The undersigned warrants that he or she:
- A. Has actual authority to execute this contract on behalf of the governing body identified as the Public Agency in this agreement and;
 - B. Verifies the governing body, by either minute order, resolution or ordinance approved this agreement as required by Texas Government Code section 791, as amended.
- 13.2 This interlocal contract shall be construed and interpreted in accordance with the laws of the State of Texas. Venue shall be solely in Travis County.
- 13.3 This contract states the entire agreement of the parties, and may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this contract which are required by changes in Federal and State law or regulations are automatically incorporated into this contract without written amendment hereto and shall become effective on the date designated by such law or regulation.
- 13.4 The following Attachment is part of this contract:
- A. Regional Backup Communications Center (RBUC) Access Control

13.5 This contract is binding on and inures to the benefit of the parties' successors in interest and may not be assigned without the express written permission of CAECD.

13.6 This contract is executed in duplicate originals.

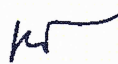
CITY OF TAYLOR, TEXAS

CAPITAL AREA EMERGENCY
COMMUNICATIONS DISTRICT

By 
Name Isaac D. Turner
Title City Manager
Date 9/25/2017

By _____
Betty Voights
Executive Director
Date _____

Date of governing body approval: 9/25/17



ATTACHMENT A

Access Control Policy Regional Backup Center

Section 1. Applicability

- 1.1 This section applies to all Public Agencies using the Regional Backup Center (RBUC).
- 1.2 CAPCOG refers to the Capital Area Council of Governments.
- 1.3 CJIS is the Criminal Justice Information Services, and herein refers to the requirements of compliance with the FBI CJIS Security Policy.

Section 2. Access

- 2.1 Keycards
 - A. CAPCOG issued keycards are required for entry to the RBUC.
 - B. All individuals while in the RBUC must display keycards in plain view.
 - C. Keycards are the exclusive property of CAPCOG.
 - D. No CAPCOG keycard shall be duplicated or altered.
 - E. Individuals shall only use keycards assigned to them.
 - F. No person shall allow the use of a keycard to give unescorted access to a person who does not have CJIS clearance to the RBUC.
 - G. Any individual providing escorted access to a person is responsible for escorting the person the entire time in the RBUC and ensuring that they exit properly.
 - H. Intentional misuse of a keycard may result in a disciplinary action report filed with the keycard holder's Public Agency.
- 2.2 The CAPCOG Information Technology Division is responsible for:
 - A. Maintaining and installing all card printing equipment, card blanks, readers and access control security technology.
 - B. Issuing keycards by appointment to pre-authorized individuals Monday through Friday from 8:30 am to 4:00 pm.
 - Pre-authorized individuals can make appointments for keycards by emailing rbucaccess@capcog.org. Emails will provide details of the process to the individuals.
- 2.3 The CAPCOG Emergency Communications Division Director or designated staff is responsible for the following:

- A. Maintaining PSAP rosters and other listings signed by authorized Public Agency representatives for issuance and use of all keycards.
- B. Determining the deactivation of keycards at any time with or without notice. The holder of a deactivated card shall promptly return it to their PSAP Manager or supervisor.

2.4 The Public Agency is responsible for the following:

- A. Gathering and returning all keycards to CAPCOG as soon as an employee terminates or there is no longer a need for the card.
- B. Immediately notifying CAPCOG using rbucaccess@capcog.org in the event a keycard is misplaced, lost or stolen.
- C. Keycard holders must immediately notify their PSAP Manager or supervisor if a keycard is misplaced, lost or stolen. The Public Agency will be charged for a replacement card.
- D. Immediately notifying CAPCOG at rbucaccess@capcog.org of any change in employment or CJIS status that will result in restricting or terminating any agency representative's access to the RBUC.
- E. PSAP Managers must sign the PSAP roster acknowledging that every listed employee has completed a CJIS Security Awareness Training and a complete criminal history background check is on file with the Public Agency.
- F. For personnel requiring unescorted access to the Regional Backup Center a separate listing or letter may be submitted. The document must certify that everyone listed has completed CJIS Security Awareness Training and a complete criminal history background check is on file with the Public Agency. The document must be signed by an authorized official of the Public Agency and include an expiration date for the named employee's clearance.

Section 3. Security

- 3.1 Individuals whose positions require unescorted access into the RBUC or Data Center shall comply with the provisions of the CJIS security policy.
- 3.2 Individuals without CJIS clearance require escorted access to the RBUC. Instances of unescorted access will be reported to the Public Agency.

Adopted 09-13-17



City Council Meeting November 9, 2017

STRATEGIC PILLAR

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

Agenda Item #: 3

Agenda Title: Concur with preliminary financials for September 2017

Council Action to be taken: Approve by consent

Department Submitted: Finance Department

Staff Contact: Rosemarie Dennis, Finance Director

1. PURPOSE/DESCRIPTION

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

2. STAFF ANALYSIS AND RECOMMENDATION (Why and How)

The reporting period for is September 30, 2017. This report is not the final report for the year end. The City will begin the official audit on November 6th with BrooksWatson and Company, who may have findings that call for adjusting entries which could impact the final figures that are shown in this report. The actual year end final balances and fund balance will be reflected in the Comprehensive Annual Finance Report (CAFR). Council will receive an oral presentation report once the audit is completed sometime in January.

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, 2017 (unaudited):

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

General Fund:

Preliminary year end balances for the General Fund reflect revenues over expenditures by \$326,725. From this amount \$234,300 are obligated funds that will be earmarked and not be included in the unassigned fund balance so that the fund balance will not appear to be overstated. It is projected that \$92,425 will increase the City's fund balance to \$3,337,520. This amount is just over three months of operating reserves and within the City's fund balance policy.

	Revenue			Expenditures			Net Profit/Loss
	Adopted Budget (Amended)	Actual Y-T-D	% Y-T-D	Adopted Budget (Amended)	Actual Y-T-D	% Y-T-D	
General Fund	\$ 12,536,749	\$ 12,616,254	101%	\$ 12,781,431	\$12,289,529	96%	\$ 326,725

- Total Ad Valorem Taxes collected in the General Fund is \$5,565,274. This is an increase of \$106,979 over the budget amount. This is an increase of \$481. as of August is \$5,721,283. This includes the TIF portion of \$164,229 that is allocated in the TIF Fund. The General Fund portion for operation and maintenance \$5,557,054. This is an increase of \$418,143 or 8.1% over the prior year. This is due to increase in property values by WCAD.
- Sales tax collection for September is \$233,209 for the City's portion. This is a decrease of \$1,046 from this same period last year. Year-to-date collections are reported to be at \$2,963,875 up by \$70,578 or 2.4% when compared to this same period last year. Actual Sales Tax collection did not meet budget estimate, down by \$71,236 or 2.4%.
- Franchise taxes are at \$858,046, slightly down by \$3,922 when compared to this same time last year.
- Permits and Licenses revenue category is reported at \$339,045. This is an increase over this same time last year by \$56,139 or 19.8%. This is due to new and development improvements within the City.
- Charges for services increased from this same time last year by \$114,489 or 57.5%. This is attributed to an increase in revenue collected for plan review, engineering inspections and police services.

Expenditures are reported to be at \$12,289,529 which is at 96% of the total budget for this fund. Total expenditures are less than the budget, this is primarily due to various departments spending less than their allocated budget. Overall, the General Fund is performing better than had anticipated.

Special Revenue Funds;

	Revenue			Expenditures			Net Profit/Loss
	Adopted Budget (Amended)	Actual Y-T-D	% Y-T-D	Adopted Budget (Amended)	Actual Y-T-D	% Y-T-D	
Special Revenues							
- Tax Increment Fund (TI	\$ 264,080	\$ 265,915	101%	\$ 250,791	\$ 209,567	84%	\$ 56,348
- Hotel/Motel Tax	\$ 75,000	\$ 80,634	108%	\$ 88,000	\$ 70,000	80%	\$ 10,634
- Main St. Revenue	\$ 95,700	\$ 98,470	103%	\$ 90,377	\$ 62,362	69%	\$ 36,108
- Municipal Court Sec/Te	\$ 28,470	\$ 30,557	107%	\$ 16,499	\$ 18,397	112%	\$ 12,160
- Library Grants/Donation	\$ 1,380	\$ 9,903	718%	\$ 22,600	\$ 21,235	94%	\$ (11,332)
Subtotal	\$ 464,630	\$ 485,479	104%	\$ 468,267	\$ 381,561	81%	\$ 103,918

Special Revenue Funds:

All the Special Revenues funds with the exception of the Library Grants/Donation Funds with positive numbers. Revenues came in higher than anticipated when compared to the budget. On the expenditure side, Tax Increment Fund, HOT Funds, Main Street and Library Grant/Donation Fund came in below the budget.

The Library Grant/Donation fund expenditures exceeded revenues by \$11,332. \$9,600 was budgeted for computers that was paid with the Ned Trust Funds that was bequest to the Library. This fund was budgeted with a deficit.

Proprietary Funds:

	Revenue			Expenditures			Net Profit/Loss
	Adopted Budget (Amended)	Actual Y-T-D	% Y-T-D	Adopted Budget (Amended)	Actual Y-T-D	% Y-T-D	
Sanitation Fund	\$ 1,597,160	\$ 1,637,383	103%	\$ 1,528,450	\$ 1,547,423	101%	\$ 89,960
Utility Fund	\$ 9,165,607	\$ 9,013,152	98%	\$ 8,034,159	\$ 7,366,000	92%	\$ 1,647,152
Airport Fund	\$ 424,563	\$ 370,379	87%	\$ 397,082	\$ 321,686	81%	\$ 48,693
Cemetery Op. Fund	\$ 147,860	\$ 113,316	77%	\$ 177,444	\$ 164,622	93%	\$ (51,306)

Sanitation Fund- As of September, solid waste collections are reported year-to-date at \$1,376,684 with solid waste franchise fees at \$260,699. Keeping in mind that billing is completed one month in arrears, for this reason revenues do lag behind. Expenditures are reflective of the City's solid waste provider's charges of \$1,378,240, bad debt \$4,984 and transfer to the General Fund of \$164,200.

Utility Fund- Water sales are at \$4,009,956 as of September with sewer sales at \$3,893,124. Both water and sewer did not meet budget expectation. This was attributed to the amount of rainfall the City experienced in this fiscal year. As the result, less water was used by our customers. This represents 88% of total revenues in the Utility Fund. Water and sewer sales are up by \$919,259 or 13.2% over the same period last year. This increase is a direct result from water and sewer rates increase. Wholesale water sales are at \$567,713 which comes from the three entities that purchase water from the City. Wholesale water has also seen an increase over prior year by \$183,158.

Expenditures are at \$7,366,000 with all departments operating well within operating levels. Other expenditures such as capital improvements that are paid with Utility Funds are not reflective in the financial statements. These expenditure are reported on the balance sheet as work in progress. This amount is \$854,051 which brings the expenditure to a total of \$6,325,188 and decrease revenues over expenditure to \$793,101.

Airport Fund- Total revenues are report at \$370,379 which is a decrease from the prior year by \$55,866 or 13.1%. This is due to the decrease in fuel sales which has a direct impact on the cost of fuel which has decreased in both revenues and expenditures. Expenditures are at \$321,686, with revenues are over expenditures by \$48,693.

Cemetery Fund- Grave digging service and cemetery lot sales revenues are performing below acceptable levels with expenditures performing as anticipated. This fund was budgeted at a deficit and taking from fund balance. Staff will be working on a plan that

will take some months to formulate a resolution for this fund. Staff will continue to monitor this fund.

Other Funds:

	Revenue			Expenditures			Net Profit/Loss
	Adopted Budget (Amended)	Actual Y-T-D	% Y-T-D	Adopted Budget (Amended)	Actual Y-T-D	% Y-T-D	
Roadway Impact Fund	\$ 40,785	\$ 53,461	131%	-	-	0%	\$ 53,461
Transportation Fund	\$ 773,916	\$ 782,779	101%	15,800	110,291	100%	\$ 672,488
MDUS	\$ 335,280	\$ 329,516	98%	\$ 319,725	319,414	100%	\$ 10,102
Utility Impact Fund	\$ 75,000	\$ 254,169	339%	-	-	0%	\$ 254,169

- Roadway Impact Fund- Due to new development \$53,461 in fees were collected as of September. The fees collected are for funding and recouping the costs of capital improvements or facility expansions necessitated by and attributed to new development within the city.
- Transportation User Fees collected year-to-date is \$673,356 which is 101% to the total budget for this fund. Expenditures year-to- date are from write offs for bad debt, payment on a contractual obligation and street materials for street maintenance.
- MDUS Fund- \$325,850 represents drainage fees as of September with late fees at \$3,666. Just like the Sanitation and Utility Fund billing is done one month behind. Expenditures are the quarterly transfers for debt payments, bank fees, write offs, and the General Fund transfer which represents \$313,914. \$5,500 was paid to Halff & Associates for the assisting the City with the loan application with the Texas Water Development Board.
- Utility Impact Fund- Revenues are from water and sewer impact fees collected from developers in the amount of \$254,169. This exceeds the budget amount by \$179,169. This is due to the new development by KB Homes. No expenditure activity is budgeted in this fund.

Internal Service Funds:

	Revenue			Expenditures			Net Profit/Loss
	Adopted Budget (Amended)	Actual Y-T-D	% Y-T-D	Adopted Budget (Amended)	Actual Y-T-D	% Y-T-D	
Fleet Service Operating	\$ 629,369	\$ 657,386	104%	\$ 629,369	\$ 657,395	104%	\$ (9)
Fleet Replacement Fund	\$ 841,046	\$ 887,583	106%	\$ 821,826	867,838	106%	\$ 19,745

- The *Fleet Operating Fund* and the *Fleet Replacement Fund* are all operated by various departments that are charged rental fees and replacement fees which are transferred to the funds to off- set the expenses for repairs and maintenance to the City's vehicles and the cost of the equipment that was purchased and or leased

during the fiscal year. The Fleet Replacement Fund does reflect a surplus of \$19,745. This is a result of a sale of surplus equipment, the proceeds go back into the fund to be used for other purchases.

The Fleet Services Operating Fund expenditures exceeded the budgeted amount. There were some major repairs and maintenance on vehicles in the last quarter that were unexpected by the Fire Department. Due to the increase in cost for repairs fees paid by departments had to be increase to off-set this expenditures.

3. FUNDING SOURCE

N/A

4. TIMELINE CONSIDERATIONS

Immediate consideration.

5. OTHER OPTIONS (In order of preference)

N/A

6. ATTACHMENTS

3a. [Preliminary Financials](#) (unaudited) as of September 2017:

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

Monthly Finance Report as of :

SEPTEMBER 2017

09/30/17

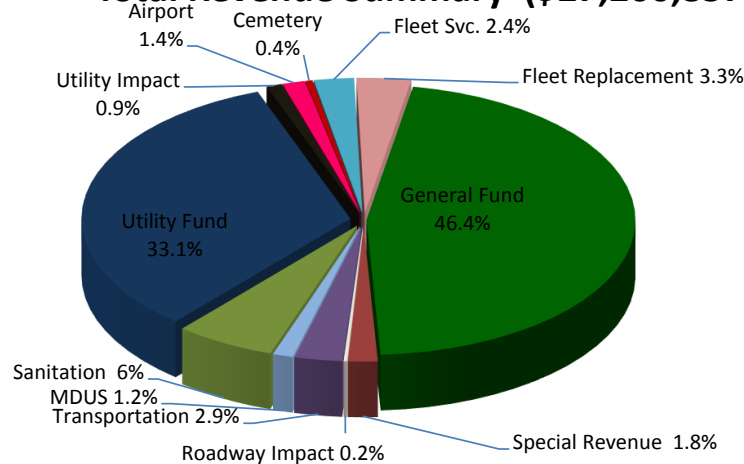
Attachment A

Financial Summary

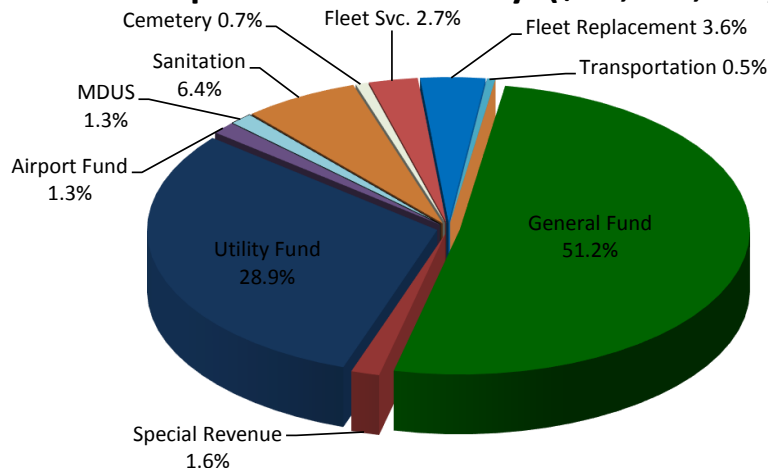
Summary Revenue/Expenditures
Preliminary Year-to-Date as of September 30, 2017

	Revenue			Expenditures			Net Profit/Loss
	Adopted Budget (Amended)	Actual Y-T-D		Adopted Budget (Amended)	Actual Y-T-D		
General Fund	\$12,536,749	\$ 12,616,254	101%	\$ 12,781,431	\$ 12,289,529	96%	\$ 326,725
Special Revenues							
- Tax Increment Fund (TIF)	\$ 264,080	\$ 265,915	101%	\$ 250,791	\$ 209,567	84%	\$ 56,348
- Hotel/Motel Tax	\$ 75,000	\$ 80,634	108%	\$ 88,000	\$ 70,000	80%	\$ 10,634
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Subtotal	\$ 464,630	\$ 485,479	104%	\$ 468,267	\$ 381,561	81%	\$ 103,918
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Cemetery Op. Fund	\$ 147,860	\$ 113,316	77%	\$ 177,444	\$ 164,622	93%	\$ (51,306)
Fleet Service Operating Fund	\$ 629,369	\$ 657,386	104%	\$ 629,369	\$ 657,395	104%	\$ (9)
Fleet Replacement Fund	\$ 841,046	\$ 887,583	106%	\$ 821,826	867,838	106%	\$ 19,745
Total	\$27,031,965	\$ 27,200,857	101%	\$ 25,173,553	\$ 24,025,759	95%	\$ 3,085,138

Total Revenue Summary (\$27,200,857)



Total Expenditure Summary (\$24,025,759)



Attachment B

Financial Summaries by Fund

General Fund

Special Revenue Funds

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

Roadway Impact Fund

Transportation Fund

Municipal Utility Drainage Fund

Sanitation Fund

Utility Fund

Utility Impact Fund

Airport Fund

Cemetery Operating Fund

Fleet Services Operating Fund

Fleet Replacement Fund

FINANCIAL STATEMENT

AS OF: SEPTEMBER 30TH, 2017

100-GENERAL FUND

FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
310-TAXES		9,450,660.00	494,236.84	9,505,941.53	100.58	0.00	(55,281.53)
320-PERMITS AND LICENSES		272,931.00	23,696.07	339,045.17	124.22	0.00	(66,114.17)
330-INTERGOVERNMENTAL REV		141,313.00	20,651.04	91,867.46	65.01	0.00	49,445.54
340-CHARGES FOR SERVICES		313,940.00	54,502.41	313,361.09	99.82	0.00	578.91
410-FINES AND FORFEITURES		301,563.00	22,177.46	263,438.65	87.36	0.00	38,124.35
420-ASSESSMENTS		16,875.00	2,455.65	22,908.63	135.75	0.00	(6,033.63)
430-USE OF MONEY AND PROP		414,767.00	300,499.09	445,933.86	107.51	0.00	(31,166.86)
440-DONATIONS FROM PRIVAT		5,900.00	1,925.00	12,775.09	216.53	0.00	(6,875.09)
450-INTERFUND OPERATING T		1,618,800.00	724,102.00	1,618,502.00	99.98	0.00	298.00
460-PROCEEDS GEN FIXED AS		0.00	0.00	2,481.10	0.00	0.00	(2,481.10)
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 ***		12,536,749.00	1,644,245.56	12,616,254.58	100.63	0.00	(79,505.58)
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
500-CITY COUNCIL		142,984.00	10,813.13	136,337.54	95.35	0.00	6,646.46
501-CITY MANAGEMENT		554,553.00	51,125.24	545,142.68	98.30	0.00	9,410.32
503-PUBLIC INFORMATION		127,643.00	17,881.91	135,917.65	106.48	0.00	(8,274.65)
504-HUMAN RESOURCES		217,909.00	19,256.69	212,740.07	97.63	0.00	5,168.93
512-FINANCIAL SERVICES		712,067.00	81,651.56	601,265.61	84.44	0.00	110,801.39
516-MUNICIPAL COURT		299,199.00	36,668.74	312,346.84	104.39	0.00	(13,147.84)
522-DEVELOPMENT SERVICES		741,651.00	75,375.27	668,345.24	90.12	0.00	73,305.76
524-MAIN STREET PROGRAM		86,129.00	7,024.10	85,301.15	99.04	0.00	827.85
527-MOODY MUSEUM		6,691.00	523.92	4,922.97	73.58	0.00	1,768.03
532-PUBLIC LIBRARY		467,681.00	49,257.73	454,290.10	97.14	0.00	13,390.90
542-FIRE SUPPRESSION/EMER		2,385,715.00	281,688.28	2,357,687.64	98.83	0.00	28,027.36
552-POLICE FIELD SERVICES		3,176,186.00	366,900.53	3,137,119.00	98.77	9.99	39,057.01
558-ANIMAL CONTROL SECTIO		237,791.00	32,302.02	210,305.91	88.44	0.00	27,485.09
563-STREET & GROUND MAIN		1,321,886.00	126,365.60	1,246,134.53	94.27	0.00	75,751.47
565-PARKS & RECREATION		810,013.00	64,267.58	796,085.00	98.28	0.00	13,928.00
566-INTERNAL SVCS/BLDG		424,169.00	51,559.88	444,206.52	104.72	0.00	(20,037.52)
573-ENGINEERING & INSPECT		74,612.00	6,906.49	45,922.89	61.55	0.00	28,689.11
575-INTERNAL SVC/IT DEPT		116,171.00	9,408.40	110,257.76	94.91	0.00	5,913.24
592-NON-DEPARTMENTAL		<u>878,381.00</u>	<u>528,325.59</u>	<u>785,200.18</u>	<u>89.39</u>	<u>0.00</u>	<u>93,180.82</u>
*** TOTAL EXPENDITURES ***		12,781,431.00	1,817,302.66	12,289,529.28	96.15	9.99	491,891.73
		=====	=====	=====	=====	=====	=====
*** TOTAL PROFIT / (LOSS) ***		(244,682.00)	(173,057.10)	326,725.30	133.53-	(9.99)	(571,397.31)
		=====	=====	=====	=====	=====	=====

FINANCIAL STATEMENT

AS OF: SEPTEMBER 30TH, 2017

119-TIF (TAX INCREMENT FUND)

FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
310-TAXES		164,229.00	0.00	164,229.33	100.00	0.00	(0.33)
330-INTERGOVERNMENTAL REV		97,351.00	0.00	97,351.31	100.00	0.00	(0.31)
430-USE OF MONEY AND PROP		<u>2,500.00</u>	<u>551.47</u>	<u>4,334.49</u>	<u>173.38</u>	<u>0.00</u>	<u>(1,834.49)</u>
*** TOTAL REVENUES ***		264,080.00	551.47	265,915.13	100.69	0.00	(1,835.13)
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
520-TIF EXPENSES		<u>250,791.00</u>	<u>12,391.25</u>	<u>209,567.92</u>	<u>83.56</u>	<u>0.00</u>	<u>41,223.08</u>
*** TOTAL EXPENDITURES ***		250,791.00	12,391.25	209,567.92	83.56	0.00	41,223.08
		=====	=====	=====	=====	=====	=====
*** TOTAL PROFIT / (LOSS) ***		13,289.00	(11,839.78)	56,347.21	424.01	0.00	(43,058.21)
		=====	=====	=====	=====	=====	=====

FINANCIAL STATEMENT

AS OF: SEPTEMBER 30TH, 2017

120-HOTEL/MOTEL FUND

FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
310-TAXES		75,000.00	5,992.57	80,633.83	107.51	0.00	(5,633.83)
420-ASSESSMENTS		0.00	0.00	0.00	0.00	0.00	0.00
430-USE OF MONEY AND PROP		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
*** TOTAL REVENUES ***		75,000.00	5,992.57	80,633.83	107.51	0.00	(5,633.83)
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
612-HOTEL/MOTEL TAX		<u>88,000.00</u>	<u>1,250.00</u>	<u>70,000.00</u>	<u>79.55</u>	<u>0.00</u>	<u>18,000.00</u>
*** TOTAL EXPENDITURES ***		88,000.00	1,250.00	70,000.00	79.55	0.00	18,000.00
		=====	=====	=====	=====	=====	=====
*** TOTAL PROFIT / (LOSS) ***		(13,000.00)	4,742.57	10,633.83	81.80-	0.00	(23,633.83)
		=====	=====	=====	=====	=====	=====

FINANCIAL STATEMENT

AS OF: SEPTEMBER 30TH, 2017

123-MAIN STREET REVENUE FUND

FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
330-	INTERGOVERNMENTAL REV	0.00	0.00	0.00	0.00	0.00	0.00
430-	USE OF MONEY AND PROP	0.00	0.00	0.00	0.00	0.00	0.00
440-	DONATIONS FROM PRIVAT	31,500.00	12,807.88	38,469.84	122.13	0.00	(6,969.84)
450-	INTERFUND OPERATING T	<u>64,200.00</u>	<u>22,800.00</u>	<u>60,000.00</u>	<u>93.46</u>	<u>0.00</u>	<u>4,200.00</u>
***	TOTAL REVENUES ***	95,700.00	35,607.88	98,469.84	102.89	0.00	(2,769.84)
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
615-	CONTRIBUTE TO CIVIC P	<u>90,377.00</u>	<u>1,591.37</u>	<u>62,361.72</u>	<u>69.00</u>	<u>0.00</u>	<u>28,015.28</u>
***	TOTAL EXPENDITURES ***	90,377.00	1,591.37	62,361.72	69.00	0.00	28,015.28
		=====	=====	=====	=====	=====	=====
***	TOTAL PROFIT / (LOSS) ***	5,323.00	34,016.51	36,108.12	678.34	0.00	(30,785.12)
		=====	=====	=====	=====	=====	=====

FINANCIAL STATEMENT

AS OF: SEPTEMBER 30TH, 2017

125-MUNICIPAL CRT SPECIAL FEE

FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
410-FINES AND FORFEITURES		13,900.00	1,137.64	15,987.26	115.02	0.00	(2,087.26)
450-INTERFUND OPERATING T		<u>14,570.00</u>	<u>0.00</u>	<u>14,569.64</u>	<u>100.00</u>	<u>0.00</u>	<u>0.36</u>
*** TOTAL REVENUES ***		28,470.00	1,137.64	30,556.90	107.33	0.00	(2,086.90)
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
625-MUNICIPAL COURT BLDG		5,999.00	1,003.90	5,746.00	95.78	0.00	253.00
626-MUNICIPAL CRT TECHNO		4,500.00	0.00	4,500.00	100.00	0.00	0.00
627-MUN COURT JUDICIAL		<u>6,000.00</u>	<u>2,104.85</u>	<u>8,151.48</u>	<u>135.86</u>	<u>0.00</u>	<u>(2,151.48)</u>
*** TOTAL EXPENDITURES ***		16,499.00	3,108.75	18,397.48	111.51	0.00	(1,898.48)
		=====	=====	=====	=====	=====	=====
*** TOTAL PROFIT / (LOSS) ***		11,971.00	(1,971.11)	12,159.42	101.57	0.00	(188.42)
		=====	=====	=====	=====	=====	=====

FINANCIAL STATEMENT

AS OF: SEPTEMBER 30TH, 2017

129-LIBRARY GRANT/DONATION

FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
330-	INTERGOVERNMENTAL REV	0.00	0.00	4,610.20	0.00	0.00	(4,610.20)
430-	USE OF MONEY AND PROP	880.00	249.74	2,283.03	259.44	0.00	(1,403.03)
440-	DONATIONS FROM PRIVAT	<u>500.00</u>	<u>0.00</u>	<u>3,010.00</u>	<u>602.00</u>	<u>0.00</u>	<u>(2,510.00)</u>
***	TOTAL REVENUES ***	1,380.00	249.74	9,903.23	717.63	0.00	(8,523.23)
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
624-	LIBRARY	<u>22,600.00</u>	<u>9,461.90</u>	<u>21,235.26</u>	<u>93.96</u>	<u>0.00</u>	<u>1,364.74</u>
***	TOTAL EXPENDITURES ***	22,600.00	9,461.90	21,235.26	93.96	0.00	1,364.74
		=====	=====	=====	=====	=====	=====
***	TOTAL PROFIT / (LOSS) ***	(21,220.00)	(9,212.16)	(11,332.03)	53.40	0.00	(9,887.97)
		=====	=====	=====	=====	=====	=====

FINANCIAL STATEMENT

AS OF: SEPTEMBER 30TH, 2017

200-ROADWAY IMPACT FEE FUND

FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
420-ASSESSMENTS		<u>40,785.00</u>	<u>3,840.00</u>	<u>53,460.79</u>	<u>131.08</u>	<u>0.00</u>	<u>(12,675.79)</u>
*** TOTAL REVENUES ***		<u>40,785.00</u>	<u>3,840.00</u>	<u>53,460.79</u>	<u>131.08</u>	<u>0.00</u>	<u>(12,675.79)</u>
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
631-ROADWAY IMPACT FEE		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
*** TOTAL EXPENDITURES ***		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
		=====	=====	=====	=====	=====	=====
*** TOTAL PROFIT / (LOSS) ***		<u>40,785.00</u>	<u>3,840.00</u>	<u>53,460.79</u>	<u>131.08</u>	<u>0.00</u>	<u>(12,675.79)</u>
		=====	=====	=====	=====	=====	=====

FINANCIAL STATEMENT

AS OF: SEPTEMBER 30TH, 2017

210-TRANSPORTATION FUND
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
340-	CHARGES FOR SERVICES	<u>773,916.00</u>	<u>109,422.43</u>	<u>782,778.59</u>	<u>101.15</u>	<u>0.00</u>	<u>(8,862.59)</u>
***	TOTAL REVENUES ***	<u>773,916.00</u>	<u>109,422.43</u>	<u>782,778.59</u>	<u>101.15</u>	<u>0.00</u>	<u>(8,862.59)</u>
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
632-	TRANSPORTATION	<u>266,100.00</u>	<u>61,994.45</u>	<u>110,290.61</u>	<u>41.45</u>	<u>0.00</u>	<u>155,809.39</u>
***	TOTAL EXPENDITURES ***	<u>266,100.00</u>	<u>61,994.45</u>	<u>110,290.61</u>	<u>41.45</u>	<u>0.00</u>	<u>155,809.39</u>
		=====	=====	=====	=====	=====	=====
***	TOTAL PROFIT / (LOSS) ***	<u>507,816.00</u>	<u>47,427.98</u>	<u>672,487.98</u>	<u>132.43</u>	<u>0.00</u>	<u>(164,671.98)</u>
		=====	=====	=====	=====	=====	=====

FINANCIAL STATEMENT

AS OF: SEPTEMBER 30TH, 2017

300-MUNICIPAL DRAINAGE UTILIT

FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
330-INTERGOVERNMENTAL REV		0.00	0.00	0.00	0.00	0.00	0.00
340-CHARGES FOR SERVICES		335,280.00	48,098.00	329,516.27	98.28	0.00	5,763.73
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 ***		335,280.00	48,098.00	329,516.27	98.28	0.00	5,763.73
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
750-MUNICIPAL DRAINAGE		<u>319,725.00</u>	<u>78,440.03</u>	<u>319,414.23</u>	<u>99.90</u>	<u>0.00</u>	<u>310.77</u>
*** TOTAL EXPENDITURES ***		319,725.00	78,440.03	319,414.23	99.90	0.00	310.77
		=====	=====	=====	=====	=====	=====
*** TOTAL PROFIT / (LOSS) ***		15,555.00	(30,342.03)	10,102.04	64.94	0.00	5,452.96
		=====	=====	=====	=====	=====	=====

FINANCIAL STATEMENT

AS OF: SEPTEMBER 30TH, 2017

320-SANITATION FUND

FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
310-TAXES		227,160.00	38,389.53	260,699.10	114.76	0.00	(33,539.10)
340-CHARGES FOR SERVICES		<u>1,370,000.00</u>	<u>193,060.41</u>	<u>1,376,684.07</u>	<u>100.49</u>	<u>0.00</u>	<u>(6,684.07)</u>
*** TOTAL REVENUES ***		1,597,160.00	231,449.94	1,637,383.17	102.52	0.00	(40,223.17)
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
721-SANITATION/GARBAGE		<u>1,528,450.00</u>	<u>158,650.18</u>	<u>1,547,423.29</u>	<u>101.24</u>	<u>0.00</u>	<u>(18,973.29)</u>
*** TOTAL EXPENDITURES ***		1,528,450.00	158,650.18	1,547,423.29	101.24	0.00	(18,973.29)
		=====	=====	=====	=====	=====	=====
*** TOTAL PROFIT / (LOSS) ***		68,710.00	72,799.76	89,959.88	130.93	0.00	(21,249.88)
		=====	=====	=====	=====	=====	=====

FINANCIAL STATEMENT

AS OF: SEPTEMBER 30TH, 2017

340-PUBLIC UTILITIES FUND

FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
320-PERMITS AND LICENSES		0.00	0.00	325.00	0.00	0.00	(325.00)
330-INTERGOVERNMENTAL REV		0.00	0.00	0.00	0.00	0.00	0.00
340-CHARGES FOR SERVICES		9,071,472.00	1,323,121.68	8,888,067.79	97.98	0.00	183,404.21
420-ASSESSMENTS		33,960.00	1,944.00	34,666.92	102.08	0.00	(706.92)
430-USE OF MONEY AND PROP		59,175.00	22,321.10	89,380.22	151.04	0.00	(30,205.22)
450-INTERFUND OPERATING T		0.00	0.00	0.00	0.00	0.00	0.00
460-PROCEEDS GEN FIXED AS		1,000.00	115.64	712.73	71.27	0.00	287.27
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 ***		9,165,607.00	1,347,502.42	9,013,152.66	98.34	0.00	152,454.34
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
701-UTILITIES ADMINISTRAT		426,129.00	59,343.73	404,509.19	94.93	0.00	21,619.81
706-WASTEWATER TREATMENT		559,233.00	52,769.54	516,120.56	92.29	0.00	43,112.44
708-UTILITY DISTRIBUTION/		1,342,342.00	96,863.59	1,154,947.65	86.04	0.00	187,394.35
709-UTILITIES NON-DEPARTM		<u>5,706,455.00</u>	<u>1,397,668.96</u>	<u>5,290,422.97</u>	<u>92.71</u>	<u>0.00</u>	<u>416,032.03</u>
*** TOTAL EXPENDITURES ***		8,034,159.00	1,606,645.82	7,366,000.37	91.68	0.00	668,158.63
		=====	=====	=====	=====	=====	=====
*** TOTAL PROFIT / (LOSS) ***		1,131,448.00	(259,143.40)	1,647,152.29	145.58	0.00	(515,704.29)
		=====	=====	=====	=====	=====	=====

FINANCIAL STATEMENT

AS OF: SEPTEMBER 30TH, 2017

345-UTILITY IMPACT FEE FUND
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
340-	CHARGES FOR SERVICES	<u>75,000.00</u>	<u>24,000.00</u>	<u>254,169.50</u>	<u>338.89</u>	<u>0.00</u>	<u>(179,169.50)</u>
***	TOTAL REVENUES ***	75,000.00	24,000.00	254,169.50	338.89	0.00	(179,169.50)
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
592-	NON-DEPARTMENTAL	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
***	TOTAL EXPENDITURES ***	0.00	0.00	0.00	0.00	0.00	0.00
		=====	=====	=====	=====	=====	=====
***	TOTAL PROFIT / (LOSS) ***	75,000.00	24,000.00	254,169.50	338.89	0.00	(179,169.50)
		=====	=====	=====	=====	=====	=====

FINANCIAL STATEMENT

AS OF: SEPTEMBER 30TH, 2017

350-AIRPORT FUND

FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
330-INTERGOVERNMENTAL REV		0.00	3,086.47	3,086.47	0.00	0.00	(3,086.47)
340-CHARGES FOR SERVICES		420,263.00	35,865.10	361,641.61	86.05	0.00	58,621.39
420-ASSESSMENTS		0.00	0.00	0.00	0.00	0.00	0.00
430-USE OF MONEY AND PROP		4,300.00	817.76	5,651.25	131.42	0.00	(1,351.25)
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 ***		424,563.00	39,769.33	370,379.33	87.24	0.00	54,183.67
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
732-AIRPORT OPERATIONS DE		<u>397,082.00</u>	<u>26,710.07</u>	<u>321,685.65</u>	<u>81.01</u>	<u>0.00</u>	<u>75,396.35</u>
*** TOTAL EXPENDITURES ***		397,082.00	26,710.07	321,685.65	81.01	0.00	75,396.35
		=====	=====	=====	=====	=====	=====
*** TOTAL PROFIT / (LOSS) ***		27,481.00	13,059.26	48,693.68	177.19	0.00	(21,212.68)
		=====	=====	=====	=====	=====	=====

FINANCIAL STATEMENT

AS OF: SEPTEMBER 30TH, 2017

370-CEMETERY OPERATING FUND

FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
330-	INTERGOVERNMENTAL REV	0.00	0.00	0.00	0.00	0.00	0.00
340-	CHARGES FOR SERVICES	82,500.00	9,820.00	67,855.00	82.25	0.00	14,645.00
430-	USE OF MONEY AND PROP	3,200.00	55.00	2,099.34	65.60	0.00	1,100.66
440-	DONATIONS FROM PRIVAT	0.00	0.00	200.00	0.00	0.00	(200.00)
450-	INTERFUND OPERATING T	15,000.00	1,549.86	24,284.49	161.90	0.00	(9,284.49)
460-	PROCEEDS GEN FIXED AS	<u>47,160.00</u>	<u>630.00</u>	<u>18,877.50</u>	<u>40.03</u>	<u>0.00</u>	<u>28,282.50</u>
***	TOTAL REVENUES ***	147,860.00	12,054.86	113,316.33	76.64	0.00	34,543.67
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
761-	CEMETERY OPERATING DE	<u>177,444.00</u>	<u>14,945.23</u>	<u>164,621.98</u>	<u>92.77</u>	<u>0.00</u>	<u>12,822.02</u>
***	TOTAL EXPENDITURES ***	177,444.00	14,945.23	164,621.98	92.77	0.00	12,822.02
		=====	=====	=====	=====	=====	=====
***	TOTAL PROFIT / (LOSS) ***	(29,584.00)	(2,890.37)	(51,305.65)	173.42	0.00	21,721.65
		=====	=====	=====	=====	=====	=====

FINANCIAL STATEMENT

AS OF: SEPTEMBER 30TH, 2017

382-FLEET SERVICES OPERATING
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
340-	CHARGES FOR SERVICES	624,507.00	84,293.00	654,808.00	104.85	0.00	(30,301.00)
420-	ASSESSMENTS	4,862.00	0.00	2,535.54	52.15	0.00	2,326.46
430-	USE OF MONEY AND PROP	0.00	0.00	42.78	0.00	0.00	(42.78)
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 ***	629,369.00	84,293.00	657,386.32	104.45	0.00	(28,017.32)
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
517-	FLEET SERVICES	<u>629,369.00</u>	<u>55,897.37</u>	<u>657,394.89</u>	<u>104.45</u>	<u>0.00</u>	<u>(28,025.89)</u>
***	TOTAL EXPENDITURES ***	629,369.00	55,897.37	657,394.89	104.45	0.00	(28,025.89)
		=====	=====	=====	=====	=====	=====
***	TOTAL PROFIT / (LOSS) ***	0.00	28,395.63	(8.57)	0.00	0.00	8.57
		=====	=====	=====	=====	=====	=====

FINANCIAL STATEMENT

AS OF: SEPTEMBER 30TH, 2017

384-FLEET REPLACEMENT FUND
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
340-CHARGES FOR SERVICES		501,826.00	95,292.52	547,840.55	109.17	0.00	(46,014.55)
420-ASSESSMENTS		0.00	0.00	0.00	0.00	0.00	0.00
430-USE OF MONEY AND PROP		0.00	0.00	2.74	0.00	0.00	(2.74)
450-INTERFUND OPERATING T		0.00	0.00	0.00	0.00	0.00	0.00
460-PROCEEDS GEN FIXED AS		19,220.00	0.00	19,739.35	102.70	0.00	(519.35)
470-PROCEEDS GEN LONG TER		<u>320,000.00</u>	<u>0.00</u>	<u>320,000.00</u>	<u>100.00</u>	<u>0.00</u>	<u>0.00</u>
*** TOTAL REVENUES ***		841,046.00	95,292.52	887,582.64	105.53	0.00	(46,536.64)
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
518-EQUIPMENT REPLACEMENT		<u>821,826.00</u>	<u>246,762.17</u>	<u>867,837.81</u>	<u>105.60</u>	<u>0.00</u>	<u>(46,011.81)</u>
*** TOTAL EXPENDITURES ***		821,826.00	246,762.17	867,837.81	105.60	0.00	(46,011.81)
		=====	=====	=====	=====	=====	=====
*** TOTAL PROFIT / (LOSS) ***		19,220.00	(151,469.65)	19,744.83	102.73	0.00	(524.83)
		=====	=====	=====	=====	=====	=====

09/30/17

Attachment C
COUNCIL REPORT

CHECKS POSTED IN SEPTEMBER 2017

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	GENERAL FUND	AFLAC	AFLAC SEPT.2017 INVOICE 11	2,170.30
		AT&T	E-RATE DISCOUNT	57.65-
		CINCINNATI LIFE INS. CO.	LIFE INSURANCE PREMIUMS	52.00
		CLIFFORD, PENNY CHRISTINE c/o TX CHILD	CAUSE # 12-1678-FC4	253.20
			CAUSE # 12-1678-FC4	253.20
		HERRERA, EDITH D %ARIZONA SUPPORT PAYM	VINCENT CLIFFORD CS FOR DE	237.46
			VINCENT CLIFFORD CS FOR DE	237.46
		MISCELLANEOUS MANASIYA, JAMSHED PIYA	Bond Refund:E0006319 -01	109.90
		CHURCH, CALVARY TAYLOR	CHURCH, CALVARY TAYLOR:PAV	75.00
		McCREARY, VESELKA, BRAGG & ALLEN PC	COURT COLLECT FEES-SEPT 20	57.90
			COURT COLLECT FEES-AUG 201	14.00
			COURT COLLECT FEES-AUG 201	111.30
			COURT COLLECT FEES-AUG 201	39.40
			COURT COLLECT FEES-AUG 201	1,149.27
			COURT COLLECT FEES-SEPT 20	321.86
		NATIONWIDE RETIREMENT SOLUTIONS	EMPLOYEE CONTRIBUTIONS	1,538.82
			EMPLOYEE CONTRIBUTIONS	1,538.82
		PRE-PAID LEGAL SERVICES, INC. DBA LEGA	PRE-PAID LEGAL PREMIUMS	231.25
		CITIZENS NATIONAL BANK	FEDERAL WITHHOLDING	23,996.60
			FEDERAL WITHHOLDING	23,657.99
			FICA CONTRIBUTIONS AND MAT	10.12
			FICA CONTRIBUTIONS AND MAT	13,708.77
			FICA CONTRIBUTIONS AND MAT	13,555.37
			MEDICARE CONTRIB AND MATCH	2.37
			MEDICARE CONTRIB AND MATCH	3,206.10
			MEDICARE CONTRIB AND MATCH	3,170.25
		TEXAS COMPTROLLER OF PUBLIC ACCOUNTS	CHILD SAFETY SEAT & SEAT B	276.30
		TAYLOR ECONOMIC DEV.CORP.	SEPT 2017 SALES TAX	77,736.22
		TEXAS MUNICIPAL RETIREMENT	TEDC TMRS CONT JULY 2017	2,865.00
			CONTRIBUTIONS	11.43
			CONTRIBUTIONS	15,799.22
			CONTRIBUTIONS	15,662.32
			CONTRIBUTIONS	17,098.98
			TEDC TMRS CONT SEPT 2017	2,865.00
		THOMPSON, LISA	PASS THROUGH AFLAC REFUND	150.37
		UNUM LIFE INS CO OF AMERI	LIFE INSURANCE PREMIUMS	500.33
			TERM COSEL	57.51-
			ADD LOEVE	9.40
		TAYLOR PROFESSIONAL FIREFIGHTER ASSOCI	ACCT #2091015	346.00
		VASQUES, ADRIANA %TX CHILD SUPPORT SDU	01-280 NOEL BERNAL	470.77
			TOTAL:	223,374.89
CITY COUNCIL	GENERAL FUND	BALLOONS TOMORROW	LATEX BALLOONS	310.00
		LITERACY COUNCIL OF WILLIAMSON COUNTY	LITERACY COUNCIL WMSON COU	5,000.00
		MCGINNIS, LOCHRIDGE & KILGORE, L.L.P	LEAGAL SERVICES-JULY-NOACK	1,280.80
			WATER LEGAL SERVICES	1,263.00
		PETTY CASH	9/21 COUNCIL EXEC SESSION	16.25
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	37.20
			MEDICARE CONTRIB AND MATCH	8.72
		TAYLOR PRESS	AD-ORD 2017-34 SPEED LIMIT	37.95
		TEXAS MUNICIPAL LEAGUE	CONF - RYDELL GONZALES GAR	1,155.00
		VERIZON WIRELESS	CELL PHONE	171.04
		WAL-MART COMMUNITY/GEMB	EXEC SESSION SNACKS	35.10
		DAVIS GROCERY & BBQ	COUNCIL-STRATEGIC PLAN MEE	120.00
		VISTA PRINT	MAYOR RYDELLS CARDS	20.00
		HEJL & SCHROEDER, P.C.	CITY LEGAL SERVICE-AUG 201	4,805.40

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			LEGAL SERVICE-CITY-SEPT	<u>8,227.50</u>
			TOTAL:	22,487.96
CITY MANAGEMENT	GENERAL FUND	BREWMESUM COFFEE	COFFEE	20.08
		TEXAS DEPARTMENT OF INFORMATION RESOUR	MONTHLY PHONE BILL	6.51
			MONTHLY PHONE BILL	9.11
		LINCOLN	LTD INSURANCE PREMIUMS	59.01
		OFFICE DEPOT CORPORATION	LEAD TAYLOR BROCHURES	109.00
			LEAD TAYLOR SUPPLIES	411.82
			COPY PAPER	23.29
			FILE FOLDERS/LABERLS/DUROB	121.83
			PRINTER INK	105.99
		PETTY CASH	9/18 CHAMBER LUNCH TURNER	20.00
			9/23 BUSINESS EXPO	1.00
			8/4 AGENDA BRIEF RYDELL	7.31
		RAMOS RESTAURANT.	PID & COMMUNITY TOUR MANOR	40.24
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	738.56
			FICA CONTRIBUTIONS AND MAT	580.91
			MEDICARE CONTRIB AND MATCH	172.72
			MEDICARE CONTRIB AND MATCH	135.86
		STRATEGIC GOVERNMENT RESOURCES	SGR-STRATEGIC WORKSHOPS	7,500.00
			SGR-PARTICIPANT INTERVIEWS	650.00
			SGR-IOPT SURVEY	600.00
			SGR-TRAVEL/MEALS/HOTEL	1,113.30
		TEXAS WORKFORCE COMMISSIO	QUARTERLY UNEMPLOYMENT TAX	2.66
		TEXAS MUNICIPAL LEAGUE	ANNUAL CONF. REG. - TURNER	385.00
		TX TAG	TX TOLL TAG FEES	40.00
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	1,383.16
			CONTRIBUTIONS	1,156.21
			CONTRIBUTIONS	1,212.54
		TEXAS STATE DIRECTORY	ONE YEAR SUBSCRIPTION	105.00
		VERIZON WIRELESS	CELL PHONE	136.28
			IPADS	96.09
		WAL-MART COMMUNITY/GEMB	TV/MOUNTS	302.88
			J RESENDEZ FAREWELL B'FAST	26.92
			BUSINESS EXPO GIFT BASKET	9.23
			LEAD TAYLOR FOOD/DRINKS	59.52
			DRINKS - STRATEGIC FACILIT	8.20
		TEXAS BAY SEAFOOD & STEAK RESTAURANT	STAFF DVMPPT LUNCH W/DR COL	31.92
		EL CORRAL LOZANO	LEAD TAYLOR ROOM DEPOSIT	50.00
			AGENDA UPDATE MAYOR RYDELL	15.29
		EVENTBRITE	NFBPA BREAKFAST	37.74
		SORTO'S GROUP LLC DBA MASFAJITAS	LEAD TAYLOR LUNCH	387.67
		APPLEBEE'S	LONESTAR CIRCLE OF CARE	28.58
		DAHILL	EQUIPMENT MAINTENANCE	55.28
		SHRED-IT US JV LLC DBA SHRED-IT USA LL	SHREDDING SERVICES AUG 201	425.95
			SEPT SHREDDING DOCUMENTS	208.05
		ICMA-RC PLAN SPONSOR SERVICES	PLAN 307325	99.83
			PLAN 307325	<u>99.83</u>
			TOTAL:	18,790.37
PUBLIC INFORMATION	GENERAL FUND	4IMPRINT, INC	CLOSED - BACK TABLE THROW	228.82
		BADGE-A-MINIT	BAGDE PARTS	44.95
		BREWMESUM COFFEE	COFFEE	20.06
		JPMORGAN CHASE BANK NA	242494 ITUNES (SALES TAX R	6.60-
		DATAPROSE LLC	SHIPPING-MARCH 2017	22.10

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			CC PRINTING-MARCH 2017	996.00
			ADD INSERTS CC-MARCH 2017	59.37
			CC MAY	996.00
			CC PRINTING-JUNE	996.00
			SHIPPING-JUNE	13.73
			CC PRINTING-JULY	996.00
			SHIPPING-JULY	34.24
			SHIPPING-AUG 2017	17.05
			CC PRINT-AUG 2017	996.00
			ADD INSERTS-AUG 2017	58.79
			RUSH PRINT-OCT CC-AUG 2017	185.00
		TEXAS DEPARTMENT OF INFORMATION RESOUR	MONTHLY PHONE BILL	0.49
			MONTHLY PHONE BILL	0.58
		DAY-TO-DAY DEALS	SLING CAMERA BAG	64.98
		FACEBOOK INC	TRPSC & DEV SERV ADS	73.49
			MOODY MUSEUM AD	1.97
			FACEBOOK AD	26.03
			FACEBOOK AD	23.97
			FB AD MOODY MUSEUM	23.07
			DOG DAYS, KID FISH, TRIM T	138.35
		LINCOLN	LTD INSURANCE PREMIUMS	16.25
		MONEY MAGAZINE	SUBSCRIPTION	14.95
		OFFICE DEPOT CORPORATION	COPIES/FLYERS/PAPER/CUTTIN	128.20
			COPY PAPER	1.34
			FOLDERS & LABELS	15.84
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	155.50
			FICA CONTRIBUTIONS AND MAT	155.50
			MEDICARE CONTRIB AND MATCH	36.37
			MEDICARE CONTRIB AND MATCH	36.37
		SMOVE	SMARTPHONE STABILIZER & PO	149.00
		STICKERSBANNERS.COM	STEP&REPEAT BANNER-14OZ HE	199.00
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	303.48
			CONTRIBUTIONS	303.48
			CONTRIBUTIONS	303.48
		VERIZON WIRELESS	CELL PHONE	42.76
		SWAGIT PRODUCTIONS, LLC	VIDEO STREAMING-JULY 2017	695.00
			VIDEO STREAMING-AUG 2017	695.00
			SEPT 2017 VIDEO STREAMING	695.00
		AMAZON.COM	LAVALIER LAPEL MICROPHONE	19.59
			MICROPHONES (2)	34.98
			LIGHTENING FLASH DRIVE/VID	49.19
		VISTA PRINT	LARGE DOOR HANGERS	130.99
			TOTAL:	10,191.71
HUMAN RESOURCES	GENERAL FUND	COX TEXAS NEWSPAPERS, LP DBA:	AD COMMUNICATION OFCR	86.00
		BREWMESUM COFFEE	COFFEE	20.06
		TEXAS DEPARTMENT OF INFORMATION RESOUR	MONTHLY PHONE BILL	7.14
			MONTHLY PHONE BILL	3.95
		DPS GEN SERVICES BUREAU	AUG. PRE-EMP. BACKGROUND C	8.00
			SEPT PRE-EMP BACKGROUND CK	7.00
		HEB CREDIT RECEIVABLES	PW DIR INTERVIEW 8/14/17 -	3.87
		LINCOLN	LTD INSURANCE PREMIUMS	26.63
		LYNN ROSS & GANNAWAY, LLP	AUG. & SEPT. LEGAL SERVICE	607.50
		OFFICE DEPOT CORPORATION	OFFICE SUPPLIES	110.04
			COPY PAPER	15.80
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	245.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			FICA CONTRIBUTIONS AND MAT	245.00
			MEDICARE CONTRIB AND MATCH	57.30
			MEDICARE CONTRIB AND MATCH	57.30
		TAYLOR PRESS	AUG. ATHL FLD TECH AD	35.20
			AUG.13 ATHL FLD TECH AD	35.20
			AUG.16 ATHL FLD TECH AD	35.20
			AUG.13 COMMUNICATIONS OFF	22.55
			AUG.16 COMMUNICATIONS OFF	22.55
			AUG.23 UTILITY MAINT WRKR	23.10
			AUG.27 UTILITY MAINT WRKR	23.10
			AUG.27 DEP.MUNICIP CRT CL	26.40
			AUG.30 DEP MUNICIPAL CRT CLK	26.40
			WW PLANT SUPERVISOR AD	32.45
			WW PLANT SUPERVISOR AD	32.45
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	502.88
			CONTRIBUTIONS	502.88
			CONTRIBUTIONS	608.48
		VERIZON WIRELESS	CELL PHONE	42.76
		WILLIAMSON COUNTY SUN	AUG.2017 COMMUNICATIONS OF	35.60
		COMPLIANCE ASSOCIATES,LP	REISSUE PRE-EMP DRUG & RAN	393.00
			PRE-EMP DRUG SCREENING	339.83
			SEPT. PRE-EMP. DRUG SCREEN	267.50
		SUPER DONUT	J RESENDEZ FAREWELL B'FAST	8.00
		DAHILL	EQUIPMENT MAINTENANCE	55.28
		TEXAS HEALTH HUGULEY HOSPITAL FORT WOR	PRE-EMP PHYSICAL-BEELER	465.00
		BAYLOR SCOTT & WHITE HEALTH	PROMO PHYS C. TAYLOR	97.00
		WAGE WORKS, INC. DBA CONEXIS	COBRA FEE-AUG	25.75
			SEPTEMBER 2017 COBRA SERVI	25.00
		MILLER,BRANDY, PHD PC	PYSCH EXAM-JAIMIE TODD	200.00
			PSYCHOLOGICAL ASSESS-PD PR	<u>200.00</u>
			TOTAL:	5,584.15
FINANCIAL SERVICES	GENERAL FUND	BCT - #6014	NAME TAG-ELLIS	11.15
		BREWMESUM COFFEE	COFFEE	20.06
		BURROWS MANUFACTURING DBA: BURROWS CAB	SALES TAX REBATE Q2 2017	15,425.42
		CHICK-FIL-A	PUBLIC SPEAKING SEMINAR	8.95
		TEXAS DEPARTMENT OF INFORMATION RESOUR	MONTHLY PHONE BILL	3.48
			MONTHLY PHONE BILL	5.10
		LINCOLN	LTD INSURANCE PREMIUMS	46.91
		MUNISERVICES, LLC	NETFLIX INC.	550.91
			JOSH RICHARDS	609.67
		OFFICE DEPOT CORPORATION	COPY PAPER	31.50
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	535.13
			FICA CONTRIBUTIONS AND MAT	534.79
			MEDICARE CONTRIB AND MATCH	125.15
			MEDICARE CONTRIB AND MATCH	125.07
		TAYLOR PRESS	AD-TAX NOTICE	315.00
			AD-NOTICE ON THE BUDGET	150.00
			AD-NOTICE RFQ HERITAGE SQU	84.38
			AD-NOTICE RFQ HERITAGE SQU	84.38
		TEXAS WORKFORCE COMMISSIO	QUARTERLY UNEMPLOYMENT TAX	5.06
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	1,083.93
			CONTRIBUTIONS	1,083.25
			CONTRIBUTIONS	975.20
		VERIZON WIRELESS	CELL PHONE	42.76
			MODEM	32.03

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		WAL-MART COMMUNITY/GEMB	INTEREST-LATE CHARGE	0.59
		WILLIAMSON CENTRAL APPRAISAL DISTRICT	WCAD-4TH QTR	12,966.75
		G-PIES, INC AKA MR. GATTIS PIZZA TAYLO	PER 380-AD VAL 90% TAX PD	10,381.65
		AMAZON.COM	THE LEADERSHIP CHALLENGE B	25.42
		BROOKS WATSON & COMPANY	FY 2016-17 AUDIT-INTERIM	9,500.00
		DAHILL	EQUIPMENT MAINTENANCE	55.28
			X-PHASER	46.95
		ONETOUCHPOINT SOUTHWEST CORP.	5000 WINDOW ENVELOPES-FINA	<u>338.50</u>
			TOTAL:	55,204.42
MUNICIPAL COURT	GENERAL FUND	AT&T	352-6930	122.22
		ADT SECURITY SERVICES INC	ALARM SECURITY-109 W 5TH	178.47
		BCT - #6014	NAME TAG-WILLIS	11.15
		BRINKS, INC.	COURT-MAY COURIER CHARGE	581.85
			COURT-MAY FSC	39.27
			COURT-COURIER CHARGE	581.85
			COURT-JUNE FSC	39.27
			COURT COURIER-AUGUST	581.85
			COURT FSC-AUGUST	37.82
			MUNI CT-COURIER-AUG 2017	581.85
			MUNI CT-AUG 2017 FSC	36.37
			AUG FSC	2.23
			EXCESS TIME	2.10
			FSC	0.14
		OLIVE GARDEN	E WALTON TX MUN CRTS ASSN	25.00
		TEXAS DEPARTMENT OF INFORMATION RESOUR	MONTHLY PHONE BILL	7.36
			MONTHLY PHONE BILL	1.90
		TYLER TECHNOLOGIES, INC	COURT INSITE	28.00
		LINCOLN	LTD INSURANCE PREMIUMS	34.92
		OFFICE DEPOT CORPORATION	COPY PAPER	79.00
		PICK, RANDALL	R PICK/REGIONAL JUDGE SEMI	139.10
			R PICK/REGIONAL JUDGE SEMI	55.21
		RELIANT ENERGY SOLUTIONS	MONTHLY ELECTRIC BILL	195.80
		ROCKY RIVER GRILLE	E WALTON TX MUN CRTS ASSN	18.43
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	417.61
			FICA CONTRIBUTIONS AND MAT	406.39
			MEDICARE CONTRIB AND MATCH	97.67
			MEDICARE CONTRIB AND MATCH	95.05
		TAYLOR OFFICE EQUIPMENT C	COPIER SERVICE AGREEMENT	98.08
			COPIER SERVICE AGREEMENT	84.46
		TAYLOR OFFICE PRODUCTS INC	COURT SEAL STAMP (4)	108.00
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	660.24
			CONTRIBUTIONS	638.35
			CONTRIBUTIONS	643.74
		ATMOS ENERGY	NATURAL GAS-109 W 5TH	49.26
			NATURAL GAS-109 W 5TH	50.02
		VERIZON WIRELESS	CELL PHONE	42.76
			IPAD	32.03
		WALTON, ESTHER	E WALTON-LEGISLATIVE UPDAT	67.53
			E WALTER/TMCA CONF/SAN MAR	83.76
		EMBASSY SUITES HOTELS	E WALTON TX MUN CRTS ASSN	274.85
			E WALTON TX MUN CRTS ASSN	159.85
		NEOPOST USA INC	POSTAGE LEASE	52.55
		HEJL & SCHROEDER, P.C.	MUNI CT LEGAL FEES-AUG 201	3,435.00
			MUNI CT-LEGAL SERVICES-SEP	<u>4,755.00</u>
			TOTAL:	15,633.36

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
DEVELOPMENT SERVICES	GENERAL FUND	4TH STREET GRIND	DRC MEETING	102.86
		A MATTER OF TASTE	FLOWERS BAIRD FUNERAL	85.00
		BREWMESUM COFFEE	COFFEE	20.06
		BUREAU VERITAS NORTH AMERICA, INC.	AUG 2017-BV	76.92
			BV-AUG 2017	1,469.85
		TEXAS DEPARTMENT OF INFORMATION RESOUR	MONTHLY PHONE BILL	4.92
			MONTHLY PHONE BILL	4.13
		ESRI, INC.		2,900.00
		LINCOLN	LTD INSURANCE PREMIUMS	93.74
		OFFICE DEPOT CORPORATION	COPY PAPER	8.28
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	863.60
			FICA CONTRIBUTIONS AND MAT	781.54
			MEDICARE CONTRIB AND MATCH	201.97
			MEDICARE CONTRIB AND MATCH	182.78
		GREG LADNER DBA:	8/17-MOW 804 RICES CROSSIN	400.00
			9/17-MOW 804 RICES CROSSIN	400.00
		TAYLOR PRESS	AD-HOME PROGRAM/FLOOD PLAN	289.30
			AD-P&Z	79.75
			AD-TAYLOR MANSION	64.35
			AD-SUP/YOGA STUDIO	62.70
			AD-VEGETATIVE ORDINANCE	77.55
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	1,767.54
			CONTRIBUTIONS	1,607.37
			CONTRIBUTIONS	1,670.72
		VERIZON WIRELESS	CELL PHONE	213.80
			IPAD	64.06
		AMAZON.COM	FILE FOLDERS ADRESS LABELS	71.09
		EVENTBRITE	CULTIVATING STRONG TOWNS	120.00
		VISTA PRINT	CREDIT ON SHIPPING	10.00-
		DAHILL	EQUIPMENT REPAIR	55.28
		SOUTH CENTRAL PLANNING & DEV. COMMISSI	MPN-AUG 2017	875.00
			SEPT 2017 MPN	875.00
		EILEEN MERRIT INC. DBA ATS ENGINEERS,	INSPECTIONS-AUG 2017	7,439.00
			SEPT 2017 ATS	<u>8,320.00</u>
			TOTAL:	31,238.16
MAIN STREET PROGRAM 00 GENERAL FUND		BREWMESUM COFFEE	COFFEE	20.06
		TEXAS DEPARTMENT OF INFORMATION RESOUR	MONTHLY PHONE BILL	1.01
			MONTHLY PHONE BILL	1.36
		LINCOLN	LTD INSURANCE PREMIUMS	11.88
		OFFICE DEPOT CORPORATION	COPY PAPER	7.41
			OFFICE SUPPLIES	56.39
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	116.50
			FICA CONTRIBUTIONS AND MAT	116.50
			MEDICARE CONTRIB AND MATCH	27.25
			MEDICARE CONTRIB AND MATCH	27.25
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	227.36
			CONTRIBUTIONS	227.36
			CONTRIBUTIONS	227.36
		VERIZON WIRELESS	CELL PHONE	42.76
		WAL-MART COMMUNITY/GEMB	ADVISORY BOARD TRAINING	71.41
			VELCRO TIES/SPRAY PAINT	6.97
		SWEET & SOUTHERN FINDS	ADVISORY BOARD TRAINER GIF	17.00
		DAHILL	EQUIPMENT REPAIR	<u>55.28</u>
			TOTAL:	1,261.11

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
CD-MOODY MUSEUM	GENERAL FUND	A&B ROOFING COMPANY OF TAYLOR, INC.	MOODY-ROOF REPAIR	200.00
		RELIANT ENERGY SOLUTIONS	MONTHLY ELECTRIC BILL	196.17
		ATMOS ENERGY	NATURAL GAS-MOODY-AUG 2017	47.86
			NATURAL GAS-114 W 9TH	47.86
		VERIZON WIRELESS	MIFI	<u>32.03</u>
			TOTAL:	523.92
PUBLIC LIBRARY	GENERAL FUND	AT&T	352-3434	342.18
		ADT SECURITY SERVICES INC	SECURITY SERVICE 801 VANCE	161.37
		BETTER CONTAINERS MFG CO INC	FRIENDS OF TPL HALLOWEEN B	36.89
		DEMCO, INC.	OFFICE SUPPLIES	181.14
		TEXAS DEPARTMENT OF INFORMATION RESOUR	MONTHLY PHONE BILL	2.39
			MONTHLY PHONE BILL	0.58
		EVINS TEMPORARIES, INC.	LIBRARY-B WILLS-TEMP	294.00
			TEMP-B WILLS 8/28-8/31/17	294.00
			TEMP-B WILLS-9/3 TO 9/8/17	260.93
			TEMP-B WILLS 9/16-9/23/17	514.50
			TEMP-B WILLS-9/24-9/30/17	294.00
			TEMP-B WILLS 9/2-9/7/17	294.00
		INGRAM BOOK COMPANY	Books	1,376.97
			Books	91.59
			BOOKS	392.50
			Books	2,441.33
			BOOKS	30.54
			BOOKS	97.02
			BOOKS	376.35
			BOOKS	979.81
			BOOKS	31.46
		KOETTER FIRE PROTECTION OF AUSTIN, LLC	KOETTER FIRE PROTECTION OF	99.00
		LINCOLN	LTD INSURANCE PREMIUMS	62.53
		OFFICE DEPOT CORPORATION	NOTES/PAPER/FOLDERS/CLIPS	92.92
			USB CHARGER	35.99
			PRINTER TONER	66.39
			LECTERN	79.99
			HEAVY DUTY TRIPOD MUSIC	27.89
			TAPE & BATTERIES	13.99
			PADDED MAILERS	41.59
			STICKERS	2.10
			CREDIT FOR WRONG TONER	66.39-
			RETURNED TONER-NOT NEEDED	91.40-
		RECORDED BOOKS, INC.	RECORDED BOOKS	359.20
			RECORDED BOOKS	99.00
		RELIANT ENERGY SOLUTIONS	MONTHLY ELECTRIC BILL	1,808.00
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	631.43
			FICA CONTRIBUTIONS AND MAT	631.43
			MEDICARE CONTRIB AND MATCH	147.67
			MEDICARE CONTRIB AND MATCH	147.67
		TAYLOR OFFICE EQUIPMENT C	COPIER SERVICE AGREEMENT	50.00
			COPIER SERVICE AGREEMENT	58.90
		TEXAS WORKFORCE COMMISSIO	QUARTERLY UNEMPLOYMENT TAX	8.05
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	1,184.64
			CONTRIBUTIONS	1,184.64
			CONTRIBUTIONS	1,185.90
		TEXAS STATE LIBRARY AND ARCHIVES COMMI	TEXAS STATE LIBRARY AND AR	399.00
		ATMOS ENERGY	NATURAL GAS-801 VANCE	50.72
			NATURAL GAS-801 VANCE	47.86

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		VERIZON WIRELESS	CELL PHONE	42.76
		WONDER WORKSHOPS INC	K-5 LEARN TO CODE	99.00
		WILLIAMSON COUNTY SUN	NEWSPAPER SUBSC RENEWAL	47.50
		HEWLETT-PACKARD COMPANY	PRINTER	275.00
		AMAZON.COM	PRINTER TONER	169.35
		AT&T U-VERSE	INTERNET	95.26
		TRI-POINT REFRIGERATION, INC.	ICE MACHINE SERVICE	332.93
		UNIVERSITY OF NORTH TEXAS LIBRARIES	DIGITIZATION OF TAYLOR DAI	<u>5,799.08</u>
			TOTAL:	23,713.14
FIRE DEPARTMENT	GENERAL FUND	AT&T	352-6752	161.40
			352-2625	32.81
			352-3195	120.01
		AUGUST INDUSTRIES INC.	ANNUAL RENEWAL OF QUARTERL	429.00
		BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	1,065.31
		W.S. DARLEY & CO.	3 BRACKETS FOR E2	101.85
		TEXAS DEPARTMENT OF INFORMATION RESOUR	MONTHLY PHONE BILL	4.17
			MONTHLY PHONE BILL	1.64
		PANDA EMBROIDERY	DEPT PATCHES	243.13
		FED EX	COURIER	18.34
		HEB CREDIT RECEIVABLES	PROMOTION CEREMONY	40.42
			BATTERIES, SUPPLIES	17.45
			PROMOTION CEREMONY CAKE	21.48
		O'REILLY AUTOMOTIVE, INC.	ANTIFREEZE	15.99
		HOME DEPOT CREDIT SERVICES	EOC ITEMS	59.85
		LINCOLN	LTD INSURANCE PREMIUMS	301.93
			LTD ADD COV.- BEELEER	9.78
			LTD- ADD AS OF JULY- C.BRO	29.34
			LTD- ADD AS OF JULY-GILSTR	29.34
			LTD- ADD AS OF JULY-WADLEY	29.34
			LTD- ADD COV. C. ISELT	9.78
			LTD- PROMO ADD- C. TAYLOR	1.40
			LTD- PROMO ADD- R.THOMPSON	0.75
		MICHAEL C. PESCHEL	SOUND SYSTEM FOR 9/11	75.00
		RELIANT ENERGY SOLUTIONS	MONTHLY ELECTRIC BILL	1,214.97
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	10.12
			FICA CONTRIBUTIONS AND MAT	3,450.33
			FICA CONTRIBUTIONS AND MAT	3,246.66
			MEDICARE CONTRIB AND MATCH	2.37
			MEDICARE CONTRIB AND MATCH	806.92
			MEDICARE CONTRIB AND MATCH	759.31
		SUN BADGE CO	BELT BUCKLES	243.00
		TAYLOR CHOICE WASH	CAR WASH	6.00
		TAYLOR OFFICE EQUIPMENT C	COPIER SERVICE AGREEMENT	77.00
			COPIER SERVICE AGREEMENT	77.86
		TEXAS COMMISSION ON FIRE PROTECTION	ANNUAL RENEWALS	1,725.00
		TEXAS WORKFORCE COMMISSIO	QUARTERLY UNEMPLOYMENT TAX	27.06
		TEXAS MUNICIPAL LEAGUE	EKISS TML CONF	365.00
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	19.75
			CONTRIBUTIONS	7,012.61
			CONTRIBUTIONS	6,615.15
			CONTRIBUTIONS	6,667.89
		TIME WARNER CABLE DBA SPECTRUM	INTERNET-400 PORTER	288.35
		ATMOS ENERGY	NATURAL GAS-705 CP BLVD	68.84
			GAS	67.46
			NATURAL GAS-200 WASHBURN	63.64

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			NATURAL GAS-705 CP BLVD NW	57.90
		VERIZON WIRELESS	CELL PHONE	213.80
			MIFI/AIRCARDS	448.42
			AIR CARD	32.03
		WAL-MART COMMUNITY/GEMB	WATER FOR 9/11 MARCH	11.92
			GATORADE FOR RESCUE TRUCK	8.38
			EOC SUPPLIES	35.90
		WHATABURGER	BUSINESS MEAL	39.24
		C C CREATIONS	PLAQUE - SILSBEE FF	27.21
		CDW-G	RUGGED CASE IPAD	201.87
		THE FIRE STORE.COM	3 LIGHT BEZELS	39.96
		AMAZON.COM	2 ADAPTERS FOR MCTS	25.98
		AT&T U-VERSE	INTERNET	70.82
			INTERNET & CABLE	149.68
		TEXAS A&M UNIVERSITY 02-467771 ATTN: D	ANNUAL PHYSICALS-FALL 2017	12,608.00
		TEXAS FIRE MARSHALS' ASSOCIATION	COPELAND FIRE MARSHAL CONF	219.00
		CITY OF GEORGETOWN	LIVE BURN DRILL	1,500.00
		RED THE UNIFORM TAILOR, INC	TAYLOR - GOLD NAME TAG	13.60
			CHANGE RANK - THOMPSON	28.50
			NAME & RANK TAPES - BEELER	19.00
			CHANGE RANK - TAYLOR	28.50
		SUNGARD PUBLIC SECTOR INC. DBA SUPERIO	FREEDOM PROGRAM FOR APPARA	400.00
		GOVDIRECT, INC	TOUGHBOOKS FOR APPARATUS	7,525.77
		PLANO METAL SPECIALITIES, INC.	HONOR GUARD KIT	719.99
		CARDIO PARTNERS, INC.	AED MACHINE	2,663.00
			TOTAL:	62,723.27
POLICE DEPARTMENT	GENERAL FUND	AT&T	352-5551	527.15
		BREWMESUM COFFEE	OFFICE COFFEE SERVICE	148.00
			OFFICE COFFEE SERVICE - TP	224.00
		TEXAS DEPARTMENT OF INFORMATION RESOUR	MONTHLY PHONE BILL	45.63
			MONTHLY PHONE BILL	33.80
		FOREMOST PROMOTIONS	NNO 2017 - 400 CRAYONS	145.17
			NNO 2017 - COLORING BOOKS	296.38
			NNO 2017 - PENCILS	178.12
		HEB CREDIT RECEIVABLES	CAKE LOEVE CEREMONY	28.98
		INDEPENDENT STATIONERS, INC	OFFICE SUPPLIES - TPD	37.37
		LINCOLN	LTD INSURANCE PREMIUMS	465.06
			LTD- TERM COV. M. EDWARDS	7.28
			LTD- ADD COV. J. HUGHES	7.65
			LTD- ADD COV. J. LOEVE	11.63
		MILLER UNIFORM & EMBLEMS	(3) S/S CLASS B	115.50
			(1) L/S CLASS A	43.50
			(1) S/S PULLOVER	62.40
			(1) CLASS A PANT	42.00
			(4) CARGO PANTS	208.00
			(1) WINTER COAT	159.50
			NAME TAG	12.50
			(1) TRAINING POLO	39.99
			TIE & TIE BAR	15.00
			(1) BALLISTIC VEST	716.80
			V CLIFFORD BALLASTIC VEST	716.80
			DUTY PANT - CPL ROUSAR	54.00
			SHIPPING EXPENSE	12.97
			DUTY SHIRTS - OFC S NEWELL	121.00
			SHIPPING EXPENSE	13.11

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		MOTOROLA SOLUTIONS, INC	APX6000 700/800 MODEL 3.5	5,196.10
		MOTOROLA	MOTOROLA SUPPORT - JULY 16	947.18
		PRODUCTIVITY CENTER INC	TCLEDDS SUBS 2017	680.00
			TRAINING AGREEMENT LICENSE	130.00
		RANDY'S WRECKER SERVICE	TOW-20170528002 10-50 ROLL	2,451.25
			TOW-20170625020 AGG ROBBER	199.20
			20170808049-FEL FUGITIVE/H	485.00
			WRECKER-20160930067 CN HOM	379.50
		RELIANT ENERGY SOLUTIONS	MONTHLY ELECTRIC BILL	917.81
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	4,588.16
			FICA CONTRIBUTIONS AND MAT	4,703.22
			MEDICARE CONTRIB AND MATCH	1,073.06
			MEDICARE CONTRIB AND MATCH	1,099.95
		TAYLOR SPORTING GOODS	DUTY SHIRTS	720.00
			DUTY JACKETS	378.00
		PALBO O. FLORES DBA PAULS BODY SHOP &	TOW-20160930067 CN HOMICID	410.50
			TOW-20170513041-STOLEN TRU	264.00
			TOW-20170605065 AGG ASSAUL	268.00
		TEXAS WORKFORCE COMMISSIO	QUARTERLY UNEMPLOYMENT TAX	7.02
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	9,328.69
			CONTRIBUTIONS	9,598.12
			CONTRIBUTIONS	11,221.60
		TSM CONSULTING SERVICES	WATCHGUARD LICENSING 2017/	649.00
		VERIZON WIRELESS	CELL PHONE	470.36
			AIR CARDS	519.10
		OLLE NETWORK TECH CONSULTANTS DBA ON	IT SUPPORT AFTER HOURS	125.00
			IT SUPPORT - SEPT 2017	2,548.72
			HARD DRIVE REPLACEMENT	40.00
			IT SUPPORT-AFTER HOURS	125.00
			WORK STATION-SET UP NEW VE	150.00
		ITUNES STORE	50GB ICLOUD STORAGE	0.99
			50 GB ICLOUD STORAGE	0.99
		AMAZON.COM	TONER	62.98
			CALENDAR	15.23
			TONER - RECEPTION	65.99
			AMAZON PRIME MEMBERSHIP	99.00
			TONER	131.98
			PLATES, FORKS, SPOONS	51.23
		MORPHOTRUST USA	FAST FINGERPRINTS W HAMMER	10.21
		EVIDENT INC	(4) FINGERPRINT KITS PATRO	248.50
			NIK FIELD TEST KITS - MARI	51.00
		WALGREENS	VISA CARD - PHONE MINUTES	49.95
		L3 COMMUNICATIONS MOBILE-VISION, INC.	IN-CAR VIDEO WARRANTY	598.00
			L3 BODYVISION SYSTEM	734.05
		BC SPORTS LLC	NNO TSHIRTS	970.00
			TOTAL:	67,238.37
ANIMAL CONTROL	GENERAL FUND	AT&T	352-5483	38.01
		TEXAS DEPARTMENT OF INFORMATION RESOUR	MONTHLY PHONE BILL	3.99
			MONTHLY PHONE BILL	5.19
		GRAEF VETERINARY HOSPITAL	VETERINARIAN SERVICES	268.00
			CLINIC 09-24-17	950.00
		LINCOLN	LTD INSURANCE PREMIUMS	11.08
		RELIANT ENERGY SOLUTIONS	MONTHLY ELECTRIC BILL	317.31
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	244.90
			FICA CONTRIBUTIONS AND MAT	190.02

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			MEDICARE CONTRIB AND MATCH	57.28
			MEDICARE CONTRIB AND MATCH	44.44
		TEXAS WORKFORCE COMMISSIO	QUARTERLY UNEMPLOYMENT TAX	9.21
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	358.69
			CONTRIBUTIONS	261.27
			CONTRIBUTIONS	239.83
		VERIZON WIRELESS	CELL PHONE	128.28
		WAL-MART COMMUNITY/GEMB	CLEANING SUPPLIES	96.98
			CAT LITTER	15.92
		AMAZON.COM	TONER - ACO	25.99
		AT&T U-VERSE	INTERNET	75.64
		MORPHOTRUST USA	FAST FINGERPRINTS J HUGHES	10.21
		J.B.S. UNLIMITED CORP.DBA J.B. SERVIC	REPAIRS ACO SHELTER	900.00
			TOTAL:	4,252.24
STREETS & GROUND MAINT GENERAL FUND		AT&T	352-6257	377.88
		ADT SECURITY SERVICES INC	1424 N MAIN-SEC 10/1-12/31	330.48
		BCT - #6014	NAME TAG-GRAY	11.15
		BREWMESUM COFFEE	1424 N MAIN/COFFEE SERVICE	35.00
			1424 N MAIN -COFFEE SERVIC	66.00
		TEXAS DEPARTMENT OF INFORMATION RESOUR	MONTHLY PHONE BILL	9.88
			MONTHLY PHONE BILL	2.36
		ERGON ASPHALT & EMULSIONS, INC	ST,GR/400 GAL CSS-1H OIL	548.43
		EVINS TEMPORARIES, INC.	ST/GR-1 TEMP	511.00
			ST,GR/1 TEMP	448.00
			ST,GR/1 TEMP	560.00
			ST,GR/1 TEMP	560.00
			ST,GR/1 TEMP 9/25-9/29/17	717.50
		HEB CREDIT RECEIVABLES	PW DIRECTOR WELCOME BREAKF	60.78
		PROGRESSIVE WASTE SOLUTIONS DBA WC OF	ST,GR 420,140	1,308.83
			ST,GR/120 YD	230.98
		LINCOLN	LTD INSURANCE PREMIUMS	85.99
		MOSS & MOSS INC. #4000	ST,GR/PAINTING SUPPLIES 70	24.12
			ST,GR/WASP SPRAY 71042	11.98
			ST,GR/SIGN CONCRETE,PAINT	56.90
			ST,GR/G REMOVER 73861	44.59
			ST,GR/BIT SET 73861	23.24
			ST,GR/TAPE, PAINT SUPPLI 7	49.16
			ST,GR/POSTHOLE DIGGER 9100	55.79
		OFFICE DEPOT CORPORATION	ST,GRD-COPY PAPER	49.33
			ST/GR-CORRECTION TAPE	4.46
		PATHMARK TRAFFIC PROD INC	ST,GR/4 50# BAGS GLASS BEA	106.00
		RELIANT ENERGY SOLUTIONS	MONTHLY ELECTRIC BILL	5,361.53
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	832.88
			FICA CONTRIBUTIONS AND MAT	854.33
			MEDICARE CONTRIB AND MATCH	194.79
			MEDICARE CONTRIB AND MATCH	199.80
		TAYLOR OFFICE EQUIPMENT C	COPIER SERVICE AGREEMENT	22.34
			COPIER SERVICE AGREEMENT	22.29
		TEXAS WORKFORCE COMMISSIO	QUARTERLY UNEMPLOYMENT TAX	4.46
		TEXAS HIGHWAY PRODUCTS LTD	SCHOOL ZONE LED LIGHT	115.00
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	1,660.06
			CONTRIBUTIONS	1,701.92
			CONTRIBUTIONS	2,240.70
		THE SANDBAG STORE	500 SAND BAGS 14 X 26	140.00
		TIME WARNER CABLE DBA SPECTRUM	INTERNET-400 PORTER	216.10

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		TRACTOR SUPPLY COMPANY	ST,GR/2 RED TRAFFIC FLAGS	11.98
		ATMOS ENERGY	1424 N MAIN/GAS USAGE 0307	49.26
			NATURAL GAS-1424 N MAIN	58.62
		VERIZON WIRELESS	CELL PHONE	213.80
		WILLIAMSON COUNTY GRAIN	BB POND/ALGAE CONTROL 1267	163.50
		G-PIES, INC AKA MR. GATTIS PIZZA TAYLO	PW LUNCHEON	232.00
		CINTAS CORPORATION #86	ST,GR/UNIFORMS 597402	48.83
			ST,GR/UNIFORMS 601236	68.66
			ST,GR/UNIFORMS 605175	48.83
			ST,GR/UNIFORMS 608966	48.83
		DAVIS GROCERY & BBQ	PW DIRECTOR INTERVIEWS LUN	390.00
		VISTA PRINT	J GRAY BUSINESS CARDS	25.00
		FJC PERSONNEL, LLC	ST,GR/1 TEMP	552.00
			ST,GR/1TEMP	441.60
			ST,GR/1 TEMP	552.00
			ST,GR/1 TEMP	552.00
			ST,GR/1 TEMP 9/25-9/29/17	415.10
		CINTAS CORP DBA FIRST AID & SAFETY	ST,GR/4 SAFETY VESTS 85518	31.92
		SAFELANE TRAFFIC SUPPLY, LLC	ST,GR/12 "4 WAY SIGNS"	105.00
		TEXAS FIRST REPLACEMENT SERVICE, INC.	PW DIR/RAMSEY	5,481.00
			MILEAGE	126.26
			PW DIR S RAMSEY/MIL 8/29-9	5,474.84
			PW RAMSEY	4,189.50
			RAMSEY-MILEAGE	113.42
			RAMSEY-TWDB	9.38
			PW DIR/RAMSEY MILEAG 9/24-	3,534.62
		MCCOY, JANETTA DBA PECAN MANOR BED & B	LODGING 9-20/10-3 RAMSEY	600.00
		FAR WEST CAPITAL FBO GRANITE TRUCKING	ST,GR/2 LDS GRANITE GRAVE	487.07
		GRAY, JAMES	J GRAY-REIMB INTERVIEW EXP	508.25
			J GRAY-REIMB INTERVIEW EXP	85.87
			J GRAY-REIMB INTERVIEW EXP	46.00
		TRUGREEN LIMITED PARTNERSHIP	TRPSC/LAWN TREATMENT	1,975.00
			TOTAL:	46,496.17
PARKS & RECREATION	GENERAL FUND	BETA TECHNOLOGY, INC	TRPSC/HERBICIDE STRIKE OUT	322.00
			TRPSC/HERBICE ELIMINATOR	542.46
			TRPSC/AIR FRESH 620954	245.56
		CHICK-FIL-A	PUBLIC SPEAKING SEMINAR	8.79
		EVINS TEMPORARIES, INC.	TRPSC/1 TEMP	760.20
		FAST FIELD MOBILE FORMS	TRPSC FORMS SCRIPTS	20.00
		GIFTCARDS.COM	KITE DAY PRIZES	769.92
			KITE DAY/PRIZES	769.92
			P-CARD-KITE DAY PRIZES	769.92-
		LINCOLN	LTD INSURANCE PREMIUMS	45.73
		MID-TEX SALES AND SERVICE, INC	TRPSC/ICE MACHINE REPAIR17	276.66
		MOBILE MINI, INC	TRPSC/MOBILE 9/22-10/21/17	102.00
		MOSS & MOSS INC. #5000	TRPSC/SPRAY PAINT 91011	5.20
			TRPSC/3 PADLOCKS 91376	52.98
		OFFICE DEPOT CORPORATION	P&R/PRINTER 6371001	265.99
		PAUL'S POOL SERVICE	MURPHY POOL CLEANING GRANU	338.00
			POOLS/CLEANING GRANULES	338.00
			POOLS/CLEANING GRANULES	338.00
			MURPHY PL/CLEAN GRANULES	338.00
		RELIANT ENERGY SOLUTIONS	MONTHLY ELECTRIC BILL	2,718.12
			MONTHLY ELECTRIC BILL	844.89
		SKILLPATH SEMINARS	M DEVITO - DYNAMIC PUBLIC	249.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	402.50
			FICA CONTRIBUTIONS AND MAT	536.21
			MEDICARE CONTRIB AND MATCH	94.14
			MEDICARE CONTRIB AND MATCH	125.41
		STICKERSBANNERS.COM	4TH JULY BANNER	186.91
		TAYLOR INDEPENDENT SCHOOL DISTRICT	PARKS-LIGHTNING DET SYST W	250.00
		TEXAS WORKFORCE COMMISSIO	QUARTERLY UNEMPLOYMENT TAX	0.54
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	868.86
			CONTRIBUTIONS	1,129.79
			CONTRIBUTIONS	1,380.79
		VERIZON WIRELESS	CELL PHONE	171.04
			IPAD	64.06
		RIO GRANDE	BASKETBALL LUNCH	30.83
		MCCOY'S BUILDING SUPPLY	BB BALLFIELD/BLEACHER REP	117.56
			TRPSC/STAKES 5350165	3.95
			TRPSC/HARDWARE 5350214	29.74
			TRPSC/T MEASURE,WHEELS 535	22.67
			TRPSC/LUMBER 5350214	203.28
			TRPSC/CREDIT REF INV535021	5.25-
			TRPSC/HARDWARE 5350317	1.26
			TRPSC/MEASURE TAPE 5350317	27.15
		AMANDA'S HONEY POTS	RENTAL-ROBINSON PK 9/15-10	125.00
		CINTAS CORPORATION #86	TRPSC/UNIFORMS 593561	202.35
			TRPSC/UNIFORMS 597408	24.58
			TRPSC/UNIFORMS 601241	24.58
			TRPSC/UNIFORMS 605180	24.58
			TRPSC/UNIFORMS 608971	49.21
		VISTA PRINT	KITE DAY YARD SIGNS	294.99
		LOUIE MUELLER BARBECUE	SKATEPARK MEETING/LUNCH	86.23
		PEPSI BOTTLING COMPANY	TRPSC-PEPSI CONTRACT	1,511.10
			TRPSC-PEPSI CONTRACT	1,511.10
		COMMERCIAL SWIM MANAGEMENT, LLC	POOLS/CHEMS	734.50
			POOLS/CHEMS	437.50
			MURPHY POOL-SOD BICARB CYA	709.50
		THOR GUARD, INC.	PARKS-LIGHTNING DET ANN RE	1,000.00
		AMERICAN IRRIGATION REPAIR, LLC	TRPSC/IRRIGATION REPAIRS 2	623.84
			MAIN ST TRAIL 1509 LEXINGT	153.07
		BUSTILLOS, JUAN M DBA UNICUT LANDSCAPE	TRPSC/IRRIGATION REPAIRS 6	425.00
			TRPSC/IRRIGATION FOR FIEL	5,000.00
			TRPSC/IRRIGATION REPAIRS 6	250.00
			BB PARK/IRRIGATION REPAIRS	<u>170.00</u>
			TOTAL:	27,580.07
INTERNAL SERVICES/BLDG GENERAL FUND		AT&T	352-3675	1,403.76
		BETA TECHNOLOGY, INC	ELMINATOR	221.37
			AIR FRESHENER	286.54
		BREWMESUM COFFEE	COFFEE SERVICE FEE	30.00
			COFFEE	20.06
		CHICK-FIL-A	PUBLIC SPEAKING SEMINAR	7.49
		TEXAS DEPARTMENT OF INFORMATION RESOUR	MONTHLY PHONE BILL	4.58
			MONTHLY PHONE BILL	1.29
			MONTHLY PHONE BILL	3.48
			MONTHLY PHONE BILL	2.35
		GULF COAST PAPER CO. INC.	1424 N MAIN-TOWELING	23.98
		HARBOR FREIGHT TOOLS	TAP SETS	42.47
		JOSEPH DEAN GLOVER DBA:	AIRPORT-MOUSE TRAPS	25.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			PEST CONTROL	945.00
			PEST CONTROL	50.00
		KOETTER FIRE PROTECTION OF AUSTIN, LLC	LIBRARY-SEMI ANN SUPPRESS	1,050.00
		KRUSE, KELLY D. DBA KRUSE ELECTRIC SER	BALLASTS	349.75
		LINCOLN	LTD INSURANCE PREMIUMS	40.64
		MATERA PAPER CO INC	TOWELS/GLOVES	172.00
		MOSS & MOSS INC. #6000	WINDSHIELD FLUID	3.70
			BULBS	13.28
			CARPET SHAMPOO	13.94
		OFFICE DEPOT CORPORATION	KNIFE	29.16
			COPY PAPER	0.35
		MIMMS, RONNIE A DBA ALL AREA OVERHEAD	STA 1-REPAIR CABLE	145.00
		RELIANT ENERGY SOLUTIONS	MONTHLY ELECTRIC BILL	1,320.98
		SKILLPATH SEMINARS	LIFESCRIPTS	44.90
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	396.53
			FICA CONTRIBUTIONS AND MAT	446.53
			MEDICARE CONTRIB AND MATCH	92.73
			MEDICARE CONTRIB AND MATCH	104.42
		TEXAS WORKFORCE COMMISSIO	QUARTERLY UNEMPLOYMENT TAX	3.76
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	759.01
			CONTRIBUTIONS	856.59
			CONTRIBUTIONS	769.60
		TRACTOR SUPPLY COMPANY	CITY HALL-BATTERY	24.99
		ATMOS ENERGY	NATURAL GAS-400 PORTER	57.66
		VERIZON WIRELESS	CELL PHONE	68.89
			MIFI	64.06
		VIC'S HEAT & AIR	CITY HALL-DRAIN LINE	98.50
		WAL-MART COMMUNITY/GEMB	CLEANING SUPPLIES	109.91
			DEODORIZE SPRAY	30.68
		A & B RESTORATION, INC	CITY HALL-CLEAN CARPET	225.00
		ITUNES STORE	ICLOUD STORAGE	0.99
		AMAZON.COM	HEPA AIR PURIFIER	99.00
		SPARKLETT'S & SIERRA SPRINGS	COOLER RENTAL	6.00
		CINTAS CORPORATION #86	LIBRARY-RESTROOM CLEANING	116.03
			CH-CLEAN RESTROOMS	180.23
			MATS	147.08
			MATS	147.00
			MATS	143.33
			MATS	147.08
			MATS	143.33
		CINTAS CORP DBA FIRST AID & SAFETY	MEDICAL SUPPLIES	66.49
		TANER ENTERPRISES, INC. DBA AUSTIN AIR	CEMETERY-AIR QUALITY TEST	838.00
		SIEMENS INDUSTRY INC.	PW ROOF REPAIRS	17,084.00
		SHARCO TECHNOLOGIES, INC.	REPAIR PHONE LINES	210.00
			FIRE DEPT-LINE REPAIR	<u>175.00</u>
			TOTAL:	29,863.49
ENGINEERING & INSPECTI	GENERAL FUND	BURKS REPROGRAPHICS	ENGINEER/PLOTTER PLANNER	90.00
		RELIANT ENERGY SOLUTIONS	MONTHLY ELECTRIC BILL	52.53
		VERIZON WIRELESS	CELL PHONE	0.00
		SLEDGE ENGINEERING LLC	AUG 2017 RETAINAGE	<u>2,350.00</u>
			TOTAL:	2,492.53
INTERNAL SVC/ I T DEPT	GENERAL FUND	LINCOLN	LTD INSURANCE PREMIUMS	11.08
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	90.14
			FICA CONTRIBUTIONS AND MAT	89.14

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			MEDICARE CONTRIB AND MATCH	21.08
			MEDICARE CONTRIB AND MATCH	20.85
		TAYLOR OFFICE EQUIPMENT C	PRINTER REPAIR	142.50
			PRINTER REPAIR	66.84
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	208.90
			CONTRIBUTIONS	206.95
			CONTRIBUTIONS	208.90
		VERIZON WIRELESS	CELL PHONE	42.76
			MIFI	32.03
		OLLE NETWORK TECH CONSULTANTS DBA ON	IT CONSULTING	1,922.33
		DOTGOV.GOV	DOMAIN RENEWAL	<u>400.00</u>
			TOTAL:	3,463.50
NON-DEPARTMENTAL	GENERAL FUND	CAPITAL AREA RURAL TRANS.	CARTS-FISCAL YR 2017	9,000.00
		MISCELLANEOUS DEARY, MATTIE	DEARY, MATTIE:PAV DEP REFU	100.00
		JUAREZ-DUNNE, VERONICA	JUAREZ-DUNNE, VERONICA:REF	13.00
		KEEP TAYLOR BEAUTIFUL	MAY-AUG 2017 PAPER RETRIEV	<u>47.30</u>
			TOTAL:	9,160.30
TIF EXPENDITURES	TIF (TAX INCREMENT SEC PLANNING, LLC		GATEWAY SIGNS AUG 2017	1,126.25
			HERITAGE PARK-AUG 2017	<u>3,765.00</u>
			TOTAL:	4,891.25
CONTRIBUTE CIVIC PROGR MAIN STREET REVENU	COX TEXAS NEWSPAPERS, LP DBA:		AD FOR DOWNTOWN SHOP	500.00
	BANNERS ON THE CHEAP		VINYL BANNER	187.83
	VISTA PRINT		4X6 POSTCARD	199.99
	AUSTIN CHRONICLE CORPORATION		AD FOR SHOP DOWNTOWN	300.00
			9/15 AD	200.00
	STORM, STEPHANIE DBA MAGPIE		#11 OF 12-MAGPIE	<u>203.55</u>
			TOTAL:	1,591.37
MUNICIPAL COURT JUDICI MUNICIPAL CRT SPEC FJC PERSONNEL, LLC			TEMP SVC-K WILLIS 8-28/8/3	303.60
			TEMP SERV-K WILLIS 9-5/9/7	279.80
			TEMP SVRCS-K WILLIS 9-11/9	420.21
			TEMP SVRC-K WILLIS9/18-9/2	521.64
			TEMP SVCS-K WILLIS 9/25-9/	<u>579.60</u>
			TOTAL:	2,104.85
LIBRARY	LIBRARY GRANT/DONA LERNER UNIVERSAL CORP DBA LERNER PUBLI		BOOKS	<u>159.90</u>
			TOTAL:	159.90
AMY YOUNG BARRIER REMO GENERAL CAPITAL IM STEVENSON, ROBERT DBA EQUITY CDC			AYBR-1005 VANCE	<u>3,800.00</u>
			TOTAL:	3,800.00
2014 & 2015 CDBG STREE GENERAL CAPITAL IM ALLIANCE ENGINEERING GROUP INC.			CDBG 4TH ST 7/26-8/25/17	2,194.00
	SMITH CONTRACTING CO INC		FINAL-SMITH 4TH ST-CDBG	84,285.41
	SLEDGE ENGINEERING LLC		CDBG STREETS	<u>550.00</u>
			TOTAL:	87,029.41
HWY 95 BIKE/PEDESTRIAN GENERAL CAPITAL IM KSA ENGINEERS, INC.			TXDOT HWY 95 TRAILS	1,440.00
	SLEDGE ENGINEERING LLC		CIP HWY 95 CONSTRUCTION	<u>125.00</u>
			TOTAL:	1,565.00
HERITAGE/SKATE PARK	GENERAL CAPITAL IM SLEDGE ENGINEERING LLC		CIP SKATE PARK	<u>2,200.00</u>
			TOTAL:	2,200.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
GIVENS COMMUNITY CENTE	GENERAL CAPITAL IM	SLEDGE ENGINEERING LLC	CIP GIVENS CENTER	<u>1,000.00</u>
			TOTAL:	1,000.00
TP&W ROBINSON PARK GRA	GENERAL CAPITAL IM	SLEDGE ENGINEERING LLC	ROBINSON PARK	<u>500.00</u>
			TOTAL:	500.00
HOME PROGRAM-TDHCA	GENERAL CAPITAL IM	HENGST, RONALD D. DBA ABSOLUTE RESIDEN	HOME-508 BARKER APPRAISAL	450.00
			HOME-602 MARIPOSA APPRAISA	450.00
			HOME-116 1ST AVE APPRAISAL	450.00
			HOME-118 ROYAL APPRAISAL	450.00
		MALOUF, RANDY-BUILDER	HOME-112 TENNESSEE-FINAL	9,000.00
			HOME-115 FRANKLIN-FINAL	9,000.00
			HOME-121 2ND ST	9,000.00
			HOME-128 2ND ST-FINAL	9,000.00
			HOME-210 MLK FINAL	9,000.00
			HOME-604 STURGIS-FINAL	<u>9,830.00</u>
			TOTAL:	56,630.00
MDUS (8) PROJECT DESIG	MDUS IMPROVEMENT P	HALFF ASSOCIATES, INC.	MDUS PROJECT DESIGN(8)PROJ	4,132.12
			MDUS PROJ DESIG(8) 9/5 TO	<u>7,817.10</u>
			TOTAL:	11,949.22
EDMOND ST PH 1 MDUS	MDUS IMPROVEMENT P	ALLIANCE ENGINEERING GROUP INC.	ALLIANCE-UTILITY	447.26
			ALLIANCE-MDUS	874.19
			ALLIANCE-TUF	711.55
			ALLIANCE-UTILITY	201.08
			ALLIANCE-MDUS	393.02
			ALLIANCE-TUF	319.90
		HALFF ASSOCIATES, INC.	EDMOND-BID PH 1 THROUGH 9/	2,225.00
			HALFF-UTILITY	1,020.20
			HALFF-MDUS	1,994.03
			HALFF-TUF	1,623.05
		PATIN CONSTRUCTION, LLC	EDMOND PAY APP #1	62,908.44
			EDMOND PAY APP #1-TUF	51,204.55
			EDMOND PAY APP #1-UTILITY	<u>32,185.71</u>
			TOTAL:	156,107.98
PERFORMANCE CONTRACT	2017 PERFORMANCE C	SIEMENS INDUSTRY INC.	PW ROOF REPAIRS	<u>19,801.00</u>
			TOTAL:	19,801.00
TRANSPORTATION	TRANSPORTATION FUN	CONTECH CONST PRODUCT INC	2ND AVE-4 12X20 CULVERTS	<u>665.86</u>
			TOTAL:	665.86
NON-DEPARTMENTAL	SANITATION FUND	TEXAS COMPTROLLER OF PUBLIC ACCOUNTS	STATE SALES&USE TAX END 8/	<u>6,589.14</u>
			TOTAL:	6,589.14
SANITATION/TRASH	SANITATION FUND	PROGRESSIVE WASTE SOLUTIONS DBA WC OF	RESIDENTIAL	64,774.79
			FRONT LOAD	43,814.03
			COMMERCIAL TOTERS	<u>6,426.50</u>
			TOTAL:	115,015.32
NON-DEPARTMENTAL	PUBLIC UTILITIES F	AFLAC	AFLAC SEPT.2017 INVOICE 11	588.47
		ENRIQUEZ, BIANCA %TX CHILD SUPPORT SDU	01-0186 DANIEL JACOB GARCI	310.15
			01-0186 DANIEL JACOB GARCI	310.15
		NATIONWIDE RETIREMENT SOLUTIONS	EMPLOYEE CONTRIBUTIONS	165.00
			EMPLOYEE CONTRIBUTIONS	165.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		PRE-PAID LEGAL SERVICES, INC. DBA LEGA	PRE-PAID LEGAL PREMIUMS	156.50
		CITIZENS NATIONAL BANK	FEDERAL WITHHOLDING	2,845.11
			FEDERAL WITHHOLDING	2,633.93
			FICA CONTRIBUTIONS AND MAT	2,080.94
			FICA CONTRIBUTIONS AND MAT	1,978.30
			MEDICARE CONTRIB AND MATCH	486.66
			MEDICARE CONTRIB AND MATCH	462.68
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	2,493.50
			CONTRIBUTIONS	2,367.78
			CONTRIBUTIONS	2,137.97
		UNUM LIFE INS CO OF AMERI	LIFE INSURANCE PREMIUMS	255.26
			ADD MILES	9.40
		SLEDGE ENGINEERING LLC	WWTP 2017	8,666.00
			CIP STRATEGIC FACILITY PLA	30,000.00
		MILLS, TERESA NICHOLE c/o TX CHILD SUP	01-346 EDWARD AVALOS, JR.	312.46
			01-346 EDWARD AVALOS, JR.	312.46
		HUBER TECHNOLOGY	ROTAMAT SCREW CONVEYOR	14,278.60
		ALL-PUMP & EQUIP. CO.	WWTP-REFURB/REINSTALL GT #	12,300.00
		AUSTIN ENGINEERING COMPANY, INC.	WWTP 2017 PMT #3	<u>445,610.34</u>
			TOTAL:	530,926.66
UTILITIES ADMINISTRATI	PUBLIC UTILITIES F	BREWMESUM COFFEE	COFFEE	20.06
		BRINKS, INC.	UT BILL MAY COURIER CHARGE	581.85
			UT BILL MAY FSC	39.27
			UT BILL COURIER CHG JUNE	581.85
			UT BILL JUNE FSC	39.27
			UT BILL COURIER CHG-AUGUST	581.85
			UT BILL COURIER FSC-AUGUST	37.82
			UT BILL-COURIER-AUG 2017	581.85
			UT BILL-FSC-AUG 2017	36.37
			EXCESS TIME	10.50
			FSC	0.71
			EXCESS LIABILITY	1.78
		DATAPROSE LLC	BILL PRINTING MARCH 2017	917.22
			LATE NOTICES-MARCH 2017	258.23
			POSTAGE-MARCH 2017	3,180.39
			BILLING PRINTING MAY 2017	982.06
			LATE NOTICES-MAY 2017	234.79
			POSTAGE-MAY	3,105.84
			LATE NOTICES-JUNE	227.66
			BILL PRINTING-JUNE	1,030.25
			POSTAGE-JUNE	3,083.43
			LATE NOTICES-JULY	215.09
			BILL PRINTING-JULY	973.95
			POSTAGE-JULY	3,050.53
			BILL PRINTING-AUG 2017	906.69
			LATE NOTICES-AUG 2017	207.43
			POSTAGE-AUG 2017	2,998.73
		TEXAS DEPARTMENT OF INFORMATION RESOUR	MONTHLY PHONE BILL	15.88
			MONTHLY PHONE BILL	12.50
		EVINS TEMPORARIES, INC.	TEMP-S MILES	588.00
		HOLIDAY INN EXPRESS	TWUA CONF B HINES	273.00
		TYLER TECHNOLOGIES, INC	UT BILL INSITE	3,281.25
		LINCOLN	LTD INSURANCE PREMIUMS	49.42
			LTD- ADD COV. S. MILES	6.28
		McCREARY, VESELKA, BRAGG & ALLEN PC	COLLECT-POINTEAU/RAMIREZ	39.34

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			COLLECT-MOERBE/MOERBE/THOM	88.89
			COLLECT-GARCIA	36.41
			COLLECT-GAMEZ	20.61
			COLLECTION FEES-GARDNER	93.21
			COLLECT FEE-KUHN	51.34
			COLLECT FEE-LEPE	12.92
			COLLECT-GHOLSTON	54.72
			COLLECT-HEWTTY	36.09
			COLLECT-WOOLDRIDGE	28.29
			COLLECT-CANALES	28.04
			COLLECT-POOL	31.26
			COLLECT-SPRADLIN	74.16
			COLLECT-CHAPA	10.46
			COLLECT-FUENTES	37.65
			COLLECT-LANGSTON	33.82
			COLLECT-CRUZ	15.14
			COLLECT-VALDEZ	35.43
			MVBA COLLECT-JACKSON	71.86
			UT BILL COLLECT-S EFFINGER	26.90
		MOSS & MOSS INC. #3000	MISC SUPPLIES	27.89
		OFFICE DEPOT CORPORATION	COPY PAPER	2.00
		RELIANT ENERGY SOLUTIONS	MONTHLY ELECTRIC BILL	175.73
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	412.01
			FICA CONTRIBUTIONS AND MAT	443.60
			MEDICARE CONTRIB AND MATCH	96.35
			MEDICARE CONTRIB AND MATCH	103.76
		TAYLOR OFFICE EQUIPMENT C	COPIER SERVICE AGREEMENT	59.50
			COPIER SERVICE AGREEMENT	59.58
		TEXAS WORKFORCE COMMISSIO	QUARTERLY UNEMPLOYMENT TAX	1.43
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	886.77
			CONTRIBUTIONS	931.46
			CONTRIBUTIONS	981.94
		TWUA - TEXAS WATER UTILITIES ASSOC.	TWUA CONF B HINES	300.00
		VERIZON WIRELESS	CELL PHONE	128.28
			CELL PHONE	<u>32.03</u>
			TOTAL:	33,580.67
WASTEWATER TREATMENT	PUBLIC UTILITIES F AT&T		352-2412	64.32
		ALTEX ELECTRONICS	BATTERY	39.90
		AQUA-TECH LABORATORIES-AQ	JULY 2017 ANALYSIS	926.00
			WASTE WATER SAMPLING	1,223.01
		TEXAS DEPARTMENT OF INFORMATION RESOUR	MONTHLY PHONE BILL	0.15
			MONTHLY PHONE BILL	0.19
		DPC INDUSTRIES, INC.	CHLORINE	70.00
		HUTHER AND ASSOC., INC.	BIOMONITORING PROJECT #274	475.00
		PROGRESSIVE WASTE SOLUTIONS DBA WC OF	WWT 45 SLUDGE	1,940.20
			ST,GR/120 YD	970.10
		KRUSE, KELLY D. DBA KRUSE ELECTRIC SER	REPAIR PARKING LOT LIGHTS	630.00
		LINCOLN	LTD INSURANCE PREMIUMS	15.71
		MOSS & MOSS INC. #3000	TOGGLE, HOOK	23.11
		RELIANT ENERGY SOLUTIONS	MONTHLY ELECTRIC BILL	15,079.61
		RISE SKYBEAM/JAB BROADBAND INC.	INTERNET-100 OUR LADY GUAD	76.37
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	439.67
			FICA CONTRIBUTIONS AND MAT	337.95
			MEDICARE CONTRIB AND MATCH	102.82
			MEDICARE CONTRIB AND MATCH	79.04

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		STENCE ELECTRIC	RINSE SCREEN, MOTION SWITC	1,175.00
			RAS PUMP, PLC REPAIR	170.00
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	865.70
			CONTRIBUTIONS	667.19
			CONTRIBUTIONS	448.51
		TRACTOR SUPPLY COMPANY	BLOW GUN KIT, ADAPTER	13.98
		VERIZON WIRELESS	CELL PHONE	85.52
		USA BLUEBOOK; INC. DBA	GAS ALERT	773.44
			BROTH AMPULES	271.56
		CINTAS CORPORATION #86	UTILITY UNIFORMS	17.14
			UTILITY UNIFORMS	25.01
			UNIFORM RENTAL	25.01
			UTIL UNIFORMS	17.14
			UTILITY UNIFORMS	17.63
		SOLENIIS LLC	2 DRUMS OF POLYMER	<u>1,530.00</u>
			TOTAL:	28,595.98
DISTRIBUTION/COLLECTIO PUBLIC UTILITIES F AT&T			352-3251	197.59
		BREWMESUM COFFEE	COFFEE	45.00
			COFFEE	74.50
			CUPS	55.00
		CONTECH CONST PRODUCT INC	24" COVERT	359.04
		CITY OF ROUND ROCK	AUG 2017 BAC-T	420.00
		KEVIN COPELAND SAND/GRAVL	SAND	232.66
		TEXAS DEPARTMENT OF INFORMATION RESOUR	MONTHLY PHONE BILL	1.13
			MONTHLY PHONE BILL	0.55
		DEPT OF STATE HEALTH SERVICES	AUG 2017 STATEMENT	415.40
		DPC INDUSTRIES, INC.	CHLORINE	395.18
		O'BRIEN MEATS	MEEKER & GARCIA LUNCH	74.98
		CORE & MAIN LP	16" CLOW	275.00
			WATER METER FOR WWTP	400.00
		LINCOLN	LTD INSURANCE PREMIUMS	112.07
			LTD- ADD COV. A.PADDOCK	8.24
		MAIN STREET RENTAL INC	EXCAVATOR RENTAL	250.00
		MOSS & MOSS INC. #3000	VALVE, SLEEVE, FLASHLIGHT	39.14
			CONCRETE-MANHOLE REPAIR	23.94
			BATTERIES	27.88
			FUEL/OIL	19.94
			CAPS, PLUG	5.36
		MORRISON SUPPLY COMPANY	BACKFLOW PREVENTORS	74.56
		POPE MATERIALS INC	FRIEGHT FOR BASE	202.95
		RELIANT ENERGY SOLUTIONS	MONTHLY ELECTRIC BILL	3,231.89
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	1,229.26
			FICA CONTRIBUTIONS AND MAT	1,196.75
			MEDICARE CONTRIB AND MATCH	287.49
			MEDICARE CONTRIB AND MATCH	279.88
		TEXAS CRUSHED STONE CO.	BROKEN BOULDERS	194.22
		TEXAS WORKFORCE COMMISSIO	QUARTERLY UNEMPLOYMENT TAX	4.92
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	2,557.72
			CONTRIBUTIONS	2,494.29
			CONTRIBUTIONS	2,265.20
		TECHLINE PIPE, L.P	U-BRANCH	73.12
		TX COMMISSION ON ENVIRONMENTAL QUALITY	WW S ROTTHOFF OPRT LICENSE	111.00
			M BLANTON WATER OP TESTING	111.00
		ATMOS ENERGY	NATURAL GAS-1200 N MAIN	60.46
		VERIZON WIRELESS	CELL PHONE	294.96

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			MIFI	64.06
			IPAD	32.03
		WAL-MART COMMUNITY/GEMB	MEAKER/GARCIA LUNCHEON	96.84
		WILSON, DONALD	CDL RENEWAL REIMBURSEMENT	61.00
		MOODY BROS. INC	BATTERY OP CONTROLLERS	673.80
		AMAZON.COM	LIFEPROOF CASE	44.95
		CINTAS CORPORATION #86	UTILITY UNIFORMS	76.44
			UTILITY UNIFORMS	68.57
			UNIFORM RENTAL	326.08
			UTIL UNIFORMS	67.34
			UTILITY UNIFORMS	84.24
		SLEDGE ENGINEERING LLC	AUG 2017 RETAINAGE	2,350.00
		AIRGAS INC DBA AIRGAS USA, LLC	TORCH RENTAL	48.74
			TORCH RENTAL	47.35
		TMT SOLUTIONS	MALLARD TOWER SCADA REPAIR	495.00
		BLANTON, MICAH	CDL LEARNER'S PERMIT REIMB	25.00
			REIMBURSE FOR DIESEL	<u>10.00</u>
			TOTAL:	22,673.71
UTILITIES NONDEPARTMEN	PUBLIC UTILITIES F	BRAZOS RIVER AUTHORITY	WTP EAST WMSON O&P	133,210.29
		TML INTERGOVERNMENTAL	07/2017 E&O DEDUCTIBLE	5,000.00
		RUSSELL & RODRIGUEZ LLP	CNN	500.00
			CNN APPLICATION	<u>500.00</u>
			TOTAL:	139,210.29
NON-DEPARTMENTAL	AIRPORT FUND	PRE-PAID LEGAL SERVICES, INC. DBA LEGA	PRE-PAID LEGAL PREMIUMS	18.95
		CITIZENS NATIONAL BANK	FEDERAL WITHHOLDING	167.71
			FEDERAL WITHHOLDING	160.29
			FICA CONTRIBUTIONS AND MAT	100.41
			FICA CONTRIBUTIONS AND MAT	97.12
			MEDICARE CONTRIB AND MATCH	23.48
			MEDICARE CONTRIB AND MATCH	22.71
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	85.66
			CONTRIBUTIONS	81.94
			CONTRIBUTIONS	81.94
		SLEDGE ENGINEERING LLC	CIP AIRPORT CONSTRUCTION	<u>100.00</u>
			TOTAL:	940.21
AIRPORT OPERATIONS DEP	AIRPORT FUND	AT&T	352-5747	68.92
		TEXAS DEPARTMENT OF INFORMATION RESOUR	MONTHLY PHONE BILL	0.22
			MONTHLY PHONE BILL	0.88
		LINCOLN	LTD INSURANCE PREMIUMS	7.29
		OFFICE DEPOT CORPORATION	BATHROOM TISSUE	39.99
			TONER/BINDERS	79.73
		RELIANT ENERGY SOLUTIONS	MONTHLY ELECTRIC BILL	565.77
		RISE SKYBEAM/JAB BROADBAND INC.	INTERNET-303 AIRPORT	76.37
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	100.41
			FICA CONTRIBUTIONS AND MAT	97.12
			MEDICARE CONTRIB AND MATCH	23.48
			MEDICARE CONTRIB AND MATCH	22.71
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	148.08
			CONTRIBUTIONS	141.64
			CONTRIBUTIONS	141.64
		VERIZON WIRELESS	CELL PHONE	<u>85.52</u>
			TOTAL:	1,599.77

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	CEMETERY OPERATING	PRE-PAID LEGAL SERVICES, INC. DBA LEGA	PRE-PAID LEGAL PREMIUMS	33.90
		CITIZENS NATIONAL BANK	FEDERAL WITHHOLDING	148.41
			FEDERAL WITHHOLDING	150.74
			FICA CONTRIBUTIONS AND MAT	135.24
			FICA CONTRIBUTIONS AND MAT	136.27
			MEDICARE CONTRIB AND MATCH	31.62
			MEDICARE CONTRIB AND MATCH	31.87
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	152.68
			CONTRIBUTIONS	153.85
			CONTRIBUTIONS	<u>166.96</u>
			TOTAL:	1,141.54
CEMETERY OPERATING DEP CEMETERY OPERATING	AT&T		352-3531	69.59
		ADT SECURITY SERVICES INC	CEM SECURITY-10/1-12/31/17	187.05
		TEXAS DEPARTMENT OF INFORMATION RESOUR	MONTHLY PHONE BILL	2.74
			MONTHLY PHONE BILL	2.79
		MISCELLANEOUS BENNETT, GAIL	BENNETT, GAIL:BUYBACK CEM	240.00
		LINCOLN	LTD INSURANCE PREMIUMS	13.89
		RELIANT ENERGY SOLUTIONS	MONTHLY ELECTRIC BILL	40.70
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	135.24
			FICA CONTRIBUTIONS AND MAT	136.27
			MEDICARE CONTRIB AND MATCH	31.62
			MEDICARE CONTRIB AND MATCH	31.87
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	263.93
			CONTRIBUTIONS	265.95
			CONTRIBUTIONS	288.59
		VERIZON WIRELESS	CELL PHONE	42.76
		WMSON COUNTY CLERK	FILE BLAHUTA DEED	21.00
		CINTAS CORPORATION #86	CEM/UNIFORMS 597402	5.36
			CEM/UNIFORMS 601236	5.36
			CEM/UNIFORMS 605175	5.36
			CEM/UNIFORMS 608966	5.36
		KNIPPA, DANIEL	CEM/AUG 2 REG, 1 ASHES 101	950.00
			CEM/SEPT 4 REG, 1 ASHES 101	1,825.00
			CEM/SEPT 4 REG, 2 ASHES 10	<u>1,900.00</u>
			TOTAL:	6,470.43
NON-DEPARTMENTAL	FLEET SERVICES OPE AFLAC		AFLAC SEPT.2017 INVOICE 11	103.45
		NATIONWIDE RETIREMENT SOLUTIONS	EMPLOYEE CONTRIBUTIONS	10.00
			EMPLOYEE CONTRIBUTIONS	10.00
		PRE-PAID LEGAL SERVICES, INC. DBA LEGA	PRE-PAID LEGAL PREMIUMS	33.90
		CITIZENS NATIONAL BANK	FEDERAL WITHHOLDING	472.82
			FEDERAL WITHHOLDING	452.10
			FICA CONTRIBUTIONS AND MAT	255.84
			FICA CONTRIBUTIONS AND MAT	250.32
			MEDICARE CONTRIB AND MATCH	59.83
			MEDICARE CONTRIB AND MATCH	58.54
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	303.39
			CONTRIBUTIONS	297.15
			CONTRIBUTIONS	297.15
		UNUM LIFE INS CO OF AMERI	LIFE INSURANCE PREMIUMS	<u>33.96</u>
			TOTAL:	2,638.45
FLEET SERVICES SECTION FLEET SERVICES OPE	ARNOLD OIL COMPANY OF AUSTIN, LP DBA A		STA 1 PREMIX	79.99
			#339 OIL	36.56
			#339 ROTORS	228.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			AIR WEDGE	34.99
			B1/B2 ANTIFREEZE	21.84
			PREMIX	79.99
			Q1 UTILITY LIGHT	51.24
			#619 OIL FILTER	32.16
			Q1 ANTIFREEZE	15.12
			Q1 LAMP	1.34
			#619 AIR FILTER	23.00
			#87 OIL FILTER	22.25
			#620 HYDRAULIC OIL	55.59
			#700 HOSE/INJECTOR	45.70
			#700 OIL	12.64
			R1 OIL	95.76
			#700 CORE CREDIT	10.00-
			#700 SPARK PLUG	2.19
			#560 CONNECTOR	16.90
			#331 OIL FILTER	32.16
			#543 MOTOR KIT RESISTOR	176.89
			#332 OIL FILTER	41.30
			#332 AIR FILTER	30.68
			#502 OIL FILTER	26.90
			#607 HYDRAULIC OIL	55.59
			OIL	39.98
			ST-POLESAW BLOWER SPARK PL	20.90
			#87 MINI LAMP	3.14
			507A BATTERY	93.26
			#24 WHEEL STUD	4.20
			#303 FILTER/OIL	32.46
		JIM McNABB INC DBA: ART	#102 DECALS	40.00
		PATEL ASSOCIATES INC. DBA BATTERIES PL	TRAILER TESTER	20.95
		BREWMESUM COFFEE	COFFEE	32.00
		COUFAL-PRATER	#552 REPAIRS	1,220.39
			PARKS-POLESAW CHAIN	32.99
		COVERT COUNTRY OF HUTTO	#341 KEYS	320.18
			#342 KEYS	354.94
		GDI TIMS	INSPECTION LINE	4.94
			INSPECTION LINE	8.74
		GEORGETOWN OUTDOOR PWRINC	B1/B2 OIL FILTERS	21.20
		HENNA CHEVROLET INC	#333 STRUP KITS	218.36
			#333 HOSE	103.04
			#341/#342 MATS	136.00
			#331 MOUNT	202.80
			#610 BULB	14.49
			#338 SENSOR	45.77
			#333 WHEEL	188.35
			#335 GASKET	26.04
			#335 BOLTS	47.24
		O'REILLY AUTOMOTIVE, INC.	#35 FILTER	217.67
			#47 FILTER	161.25
			#620 FILTERS	161.25
			#621 FILTERS	160.20
			CABLE CREDIT	14.99-
			#47 OIL	48.71
			#620 OIL	48.71
			#621 OIL	48.71
			#35 OIL	48.72

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			#339 DISC PAD SET	78.02
			FUEL FILTER CREDIT	17.76-
		INTERSTATE BATT. N AUSTIN	#24 BATTERY	108.24
			#333 BATTERY	149.33
		LINCOLN	LTD INSURANCE PREMIUMS	27.50
		NYLE MAXWELL CHRYSLER DODGE JEEP	#503 WINCH	121.55
		MOSS & MOSS INC. #6000	CLIPS/HOOKS	11.61
		MOSS & MOSS INC. #8000	#506 SAFETY HASP	19.97
			CHAIN	22.79
			#614 KEY	3.99
			KEY RING	8.34
			#335 SEALANT CAP	10.54
		OFFICE DEPOT CORPORATION	CHAIR MAT	32.39
		PETTY CASH	8/4 #619,513,516,514 REGIS	37.00
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	255.84
			FICA CONTRIBUTIONS AND MAT	250.32
			MEDICARE CONTRIB AND MATCH	59.83
			MEDICARE CONTRIB AND MATCH	58.54
		TONY MORGAN DBA:	#515 FLAT REPAIR	85.00
		TEXAS HYDRAULICS & PNEUMATICS	#607 REPAIRS	520.00
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	524.42
			CONTRIBUTIONS	513.64
			CONTRIBUTIONS	513.64
		TRACTOR SUPPLY COMPANY	STREETS-SAFETY CAN FUNNEL	11.98
		VERIZON WIRELESS	CELL PHONE	85.52
			IPAD	32.03
		WILLIAMSON COUNTY EQUIP.	CARBURETOR/GASKET	57.43
			GASKET	34.86
			CONNECTOR/HOOK	8.75
		PRECISION MOBILE TINT	#341/#342 WINDOW TINT	130.00
		SHELL V-POWER	DIESEL) "	36.91
		CINTAS CORPORATION #86	FLEET/UNIFORMS 597403	18.36
			FLEET/UNIFORMS 601237	21.48
			FLEET/UNIFORMS 605176	38.53
			FLEET/UNIFORMS 608967	19.92
		TAYLOR LUBE CENTER	#305 OIL CHANGE	70.98
		GADDES, LARRY, WILLIAMSON CTY TAX ASSE	(7) VEHICLE REGISTRATIONS	101.68
		SIDDONS MARTIN EMERGENCY GROUP LLC	E2 REPAIRS	3,000.00
			E2 REPAIRS	2,000.00
			E2 REPAIRS	2,827.64
			E2 REPAIRS	2,286.91
			Q1 REPAIRS	351.72
			Q1 REPAIRS	1,200.00
			Q1 REPAIRS	1,141.03
			Q1 REPAIRS	501.96
			T1 REPAIRS	295.48
			B2 SPEAKER	373.69
			#332 FLASHER	168.54
		CINTAS CORP DBA FIRST AID & SAFETY	MEDICAL SUPPLIES	68.09
		AIRGAS INC DBA AIRGAS USA, LLC	OXYGEN	132.35
		FLEETCOR TECHNOLOGIES, INC.LLC DBA FUE	FUEL	17,603.40
		AUSTIN MAC HAIK FORD LINCOLN LTD DBA M	#24 PARKI	23.93
		SOUTHERN TIRE MART	#613 TIRES	642.48
			#616 TIRES	455.84
		T&W TIRE LLC	#T1 TIRE REPAIR	191.26
			#553 FLAT REPAIR	156.90

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	42,805.76
FLEET REPLACEMENT	FLEET REPLACEMENT	CALDWELL COUNTRY CHEVROLET	2017 CHEV 1500 SILVERADO	26,340.00
			2017 CHEV 1500 SILVERADO	26,340.00
			2017 CHEV 1500 SILVERADO	21,620.00
			2017 CHEV 2500 HD SILVERA	39,715.00
		CITIZENS NTL BANK-CAPITAL EQUIP ACCT	PAY #27 CAPITAL EQUIP 8430	4,953.25
			PAY #27 CAPITAL EQUIP 8430	376.00
		MOTOROLA SOLUTIONS, INC	APX 700/800 MOD 3.5	12,248.64
		SOUTHERN COMPUTER WAREHOUSE	PANASONIC TOUGHBOOK	7,578.34
		JOHNSON-GRAYSON AUTOMOTIVE, INC. DBA H	(2) 2017 CHEV TAHOE	53,795.47
			(2) 2017 CHEV TAHOE	<u>53,795.47</u>
			TOTAL:	246,762.17
NON-DEPARTMENTAL	POOLED CASH	JPMORGAN CHASE BANK NA	JULY-AUGUST 2017 TRANSACTI	8,725.30
			SEPT 2017	5,401.12
		MILHOLLAND, JAMES W. DBA STUDIO 79 SIG	WARNING SIGN/HOURS OF OPER	<u>128.00</u>
			TOTAL:	14,254.42

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

100	GENERAL FUND	661,273.13
119	TIF (TAX INCREMENT FUND)	4,891.25
123	MAIN STREET REVENUE FUND	1,591.37
125	MUNICIPAL CRT SPECIAL FEE	2,104.85
129	LIBRARY GRANT/DONATION	159.90
162	GENERAL CAPITAL IMPROVEME	152,724.41
164	MDUS IMPROVEMENT PROJECTS	168,057.20
166	2017 PERFORMANCE CONTRACT	19,801.00
210	TRANSPORTATION FUND	665.86
320	SANITATION FUND	121,604.46
340	PUBLIC UTILITIES FUND	754,987.31
350	AIRPORT FUND	2,539.98
370	CEMETERY OPERATING FUND	7,611.97
382	FLEET SERVICES OPERATING	45,444.21
384	FLEET REPLACEMENT FUND	246,762.17
950	POOLED CASH	14,254.42

GRAND TOTAL:	2,204,473.49
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09/30/17

Attachment D

Operating Funds Balance Sheets

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

BALANCE SHEET

AS OF: SEPTEMBER 30TH, 2017

100-GENERAL FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
=====		
100-100-100	PETTY CASH	1,650.00
100-100-102	CLAIM ON POOLED CASH	(1,045,796.17)
100-100-105	MONEY MARKET @CNB #4260618	12,227.28
100-100-108	TEXSTAR (NED) MOODY MUSEUM	246,079.14
100-100-109	PRINCOR GEN FUND 6FR-139362	683,667.59
100-100-110	TEXPOOL 2465300006 POOLED CASH	3,716,977.49
100-100-113	TEXPOOL 2465300015 N MOODY	50,540.59
100-120-100	PROPERTY TAXES RECEIVABLE	122,955.41
100-120-103	MISC. ACCOUNTS RECEIVABLE	248,997.53
100-120-120	SALES TAXES RECEIVABLE	520,969.02
100-120-250	DUE FROM FUND 350 FOR LOAN	25,400.00
100-170-100	CURRENT YR RES FOR ENCUMBRANCE	(67,350.96)
100-170-101	PRIOR YR RES FOR ENCUMBRANCE	<u>69,365.99</u>
		<u>4,585,682.91</u>
TOTAL ASSETS		4,585,682.91
LIABILITIES		
=====		
100-200-110	ENCUMBERED PAYABLE GEN.	(67,350.96)
100-200-111	PRIOR YEAR ENCUMBRANCE	69,365.99
100-200-200	FICA & MEDICARE PAYABLE	36,504.38
100-200-201	FEDERAL WITHHOLDING PAYABLE	27,485.05
100-200-203	DEFERRED COMP PAYABLE	2,924.70
100-200-210	CHILD SUPPORT PAYABLE	398.35
100-200-212	UNUM LIFE INS PAYABLE	57.17
100-200-213	DENTAL PAYABLE	3,322.89
100-200-214	AFLAC PAYABLE	3,686.88
100-200-216	CINCINNATI LIFE PAYABLE	54.71
100-200-218	BLUE CHOICE PAYABLE	27.62
100-200-219	SCOTT & WHITE HEALTH PAYABLE	18,860.41
100-200-220	S&W PAYABLE 2001-2011	(9,793.98)
100-200-222	PRE-PAID LEGAL PAYABLE	507.20
100-200-228	MISC DEDUCTIONS PAYABLE	4.50
100-200-229	MET LIFE DENTAL PAYABLE	(551.91)
100-200-231	MEMBERSHIP/DUES PAYABLE	546.00
100-200-232	COURT BOND REFUND PAYABLE	175.10
100-200-233	OTHER A/P PENDING (AUDITOR)	(52,259.66)
100-200-235	VISION PLAN PAYABLE	271.08
100-200-301	COURT COLLECTIONS	4,836.98
100-200-500	DUE TO OTHER FUNDS	287,732.48
100-200-502	DUE TO STATE/COURT FEES	29,833.18
100-200-504	DUE TO TEDC-MONTHLY SALES TAX	6,911.69
100-200-505	DUE TO OMNIBASE SERVICES INC	1,157.59
100-200-507	DUE TO S&W/COBRA FROM OTHERS	360.43
100-200-509	DUE TO TMRS FROM TEDC	(2,785.40)
100-210-111	DUE TO I&S (TAX COLLECTIONS)	2,153.54
100-240-100	DEFERRED TAX REVENUE	122,955.41
100-240-101	UNCLAIMED FUNDS	<u>12,115.79</u>

BALANCE SHEET

AS OF: SEPTEMBER 30TH, 2017

100-GENERAL FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
TOTAL LIABILITIES		<u>499,507.21</u>	
EQUITY			
=====			
100-260-113	ESCROW-BONDS POSTED-DEFENDENTS	8,634.90	
100-270-100	FUND BALANCE	3,718,419.21	
100-280-100	ASSIGNED FUND BALANCE	<u>32,396.29</u>	
	TOTAL BEGINNING EQUITY	3,759,450.40	
TOTAL REVENUE		12,616,254.58	
TOTAL EXPENSES		<u>12,289,529.28</u>	
	TOTAL INCREASE/(DECREASE) IN FUND BAL.	326,725.30	
TOTAL EQUITY & FUND BALANCE		<u>4,086,175.70</u>	
TOTAL LIABILITIES, EQUITY & FUND BALANCE			4,585,682.91
			=====

BALANCE SHEET

AS OF: SEPTEMBER 30TH, 2017

119-TIF (TAX INCREMENT FUND)

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
=====		
119-100-102	CLAIM ON POOLED CASH	72,537.63
119-100-115	TEXPOOL 246530004 TIF PROP TAX	<u>661,490.23</u>
		<u>734,027.86</u>
TOTAL ASSETS		734,027.86
		=====
LIABILITIES		
=====		
EQUITY		
=====		
119-270-100	FUND BALANCE	<u>677,680.65</u>
	TOTAL BEGINNING EQUITY	677,680.65
TOTAL REVENUE		265,915.13
TOTAL EXPENSES		<u>209,567.92</u>
TOTAL INCREASE/(DECREASE) IN FUND BAL.		56,347.21
TOTAL EQUITY & FUND BALANCE		<u>734,027.86</u>
TOTAL LIABILITIES, EQUITY & FUND BALANCE		734,027.86
		=====

BALANCE SHEET

AS OF: SEPTEMBER 30TH, 2017

120-HOTEL/MOTEL FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
120-100-102	CLAIM ON POOLED CASH	<u>74,615.11</u>	
			<u>74,615.11</u>
	TOTAL ASSETS		74,615.11
			=====
LIABILITIES			
=====			
EQUITY			
=====			
120-270-100	FUND BALANCE	<u>63,981.28</u>	
	TOTAL BEGINNING EQUITY	63,981.28	
	TOTAL REVENUE	80,633.83	
	TOTAL EXPENSES	<u>70,000.00</u>	
	TOTAL INCREASE/(DECREASE) IN FUND BAL.	10,633.83	
	TOTAL EQUITY & FUND BALANCE	<u>74,615.11</u>	
	TOTAL LIABILITIES, EQUITY & FUND BALANCE		74,615.11
			=====

BALANCE SHEET

AS OF: SEPTEMBER 30TH, 2017

123-MAIN STREET REVENUE FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
123-100-102	CLAIM ON POOLED CASH	<u>41,132.93</u>	
			<u>41,132.93</u>
	TOTAL ASSETS		41,132.93
			=====
LIABILITIES			
=====			
EQUITY			
=====			
123-270-100	FUND BALANCE	<u>5,024.81</u>	
	TOTAL BEGINNING EQUITY	5,024.81	
	TOTAL REVENUE	98,469.84	
	TOTAL EXPENSES	<u>62,361.72</u>	
	TOTAL INCREASE/(DECREASE) IN FUND BAL.	36,108.12	
	TOTAL EQUITY & FUND BALANCE	<u>41,132.93</u>	
	TOTAL LIABILITIES, EQUITY & FUND BALANCE		41,132.93
			=====

BALANCE SHEET

AS OF: SEPTEMBER 30TH, 2017

125-MUNICIPAL CRT SPECIAL FEE

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
125-100-102	CLAIM ON POOLED CASH	119,853.83	
125-170-100	CURRENT YR RES FOR ENCUMBRANCE	(1,253.00)	
125-170-101	PRIOR YR RES FOR ENCUMBRANCE	<u>1,253.00</u>	
			<u>119,853.83</u>
TOTAL ASSETS			119,853.83
			=====
LIABILITIES			
=====			
125-200-110	CURRENT YEAR ENCUMBRANCE	(1,253.00)	
125-200-111	PRIOR YEAR ENCUMBRANCE	1,253.00	
125-200-500	ACCOUNTS PAYABLE PENDING	<u>1,521.45</u>	
TOTAL LIABILITIES			<u>1,521.45</u>
EQUITY			
=====			
125-270-100	FUND BALANCE	<u>106,172.96</u>	
TOTAL BEGINNING EQUITY		106,172.96	
TOTAL REVENUE		30,556.90	
TOTAL EXPENSES		<u>18,397.48</u>	
TOTAL INCREASE/(DECREASE) IN FUND BAL.		12,159.42	
TOTAL EQUITY & FUND BALANCE			<u>118,332.38</u>
TOTAL LIABILITIES, EQUITY & FUND BALANCE			119,853.83
			=====

BALANCE SHEET

AS OF: SEPTEMBER 30TH, 2017

129-LIBRARY GRANT/DONATION

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
129-100-102	CLAIM ON POOLED CASH	51,190.33	
129-100-103	TEXSTAR: NOBLE TRUST - 3444	881.95	
129-100-108	TEXSTAR; NED REQUEST (LIBRARY)	291,911.88	
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>343,984.16</u>
TOTAL ASSETS			343,984.16
			=====
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>	
EQUITY			
=====			
129-270-100	FUND BALANCE	<u>355,316.19</u>	
	TOTAL BEGINNING EQUITY	355,316.19	
TOTAL REVENUE		9,903.23	
TOTAL EXPENSES		<u>21,235.26</u>	
TOTAL INCREASE/(DECREASE) IN FUND BAL.		(11,332.03)	
TOTAL EQUITY & FUND BALANCE		<u>343,984.16</u>	
TOTAL LIABILITIES, EQUITY & FUND BALANCE			343,984.16
			=====

BALANCE SHEET

AS OF: SEPTEMBER 30TH, 2017

200-ROADWAY IMPACT FEE FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
200-100-102	CLAIM ON POOLED CASH	<u>159,000.89</u>	
			<u>159,000.89</u>
	TOTAL ASSETS		159,000.89
			=====
LIABILITIES			
=====			
EQUITY			
=====			
200-270-100	FUND BALANCE	<u>105,540.10</u>	
	TOTAL BEGINNING EQUITY	105,540.10	
	TOTAL REVENUE	<u>53,460.79</u>	
	TOTAL INCREASE/(DECREASE) IN FUND BAL.	53,460.79	
	TOTAL EQUITY & FUND BALANCE	<u>159,000.89</u>	
	TOTAL LIABILITIES, EQUITY & FUND BALANCE		159,000.89
			=====

BALANCE SHEET

AS OF: SEPTEMBER 30TH, 2017

210-TRANSPORTATION FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
210-100-102	CLAIM ON POOLED CASH	826,307.01	
210-120-130	ACCTS RECEIVABLE TRANSPORTATIO	<u>77,171.23</u>	
			<u>903,478.24</u>
TOTAL ASSETS			903,478.24
			=====
LIABILITIES			
=====			
EQUITY			
=====			
210-270-100	FUND BALANCE	<u>230,990.26</u>	
	TOTAL BEGINNING EQUITY	230,990.26	
TOTAL REVENUE		782,778.59	
TOTAL EXPENSES		<u>110,290.61</u>	
TOTAL INCREASE/(DECREASE) IN FUND BAL.		672,487.98	
TOTAL EQUITY & FUND BALANCE		<u>903,478.24</u>	
TOTAL LIABILITIES, EQUITY & FUND BALANCE			903,478.24
			=====

BALANCE SHEET

AS OF: SEPTEMBER 30TH, 2017

300-MUNICIPAL DRAINAGE UTILIT

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
300-100-102	CLAIM ON POOLED CASH	447,218.77	
300-120-100	DRAINAGE RECEIVABLE	33,210.86	
300-120-130	ALLOWANCE FOR DOUBTFUL ACCTS	(<u>3,864.08</u>)	
			<u>476,565.55</u>
TOTAL ASSETS			476,565.55
			=====
LIABILITIES			
=====			
EQUITY			
=====			
300-270-100	FUND BALANCE	<u>466,463.51</u>	
	TOTAL BEGINNING EQUITY	466,463.51	
TOTAL REVENUE		329,516.27	
TOTAL EXPENSES		<u>319,414.23</u>	
TOTAL INCREASE/(DECREASE) IN FUND BAL.		10,102.04	
TOTAL EQUITY & FUND BALANCE			<u>476,565.55</u>
TOTAL LIABILITIES, EQUITY & FUND BALANCE			476,565.55
			=====

BALANCE SHEET

AS OF: SEPTEMBER 30TH, 2017

320-SANITATION FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
320-100-102	CLAIM ON POOLED CASH	157,611.51	
320-120-103	MISC ACCOUNTS RECEIVABLE	19,305.06	
320-120-130	ACCTS RECEIVABLE GARBAGE	148,836.15	
320-120-131	ALLOWANCE-GARBAGE	(<u>2,691.04</u>)	
			<u>323,061.68</u>
TOTAL ASSETS			323,061.68
			=====
LIABILITIES			
=====			
320-200-500	ACCOUNTS PAYABLE PENDING	115,015.32	
320-200-503	DUE TO STATE COMPT SALES TAX	<u>6,207.39</u>	
	TOTAL LIABILITIES		<u>121,222.71</u>
EQUITY			
=====			
320-270-100	FUND BALANCE	<u>111,879.09</u>	
	TOTAL BEGINNING EQUITY	111,879.09	
TOTAL REVENUE		1,637,383.17	
TOTAL EXPENSES		<u>1,547,423.29</u>	
TOTAL INCREASE/(DECREASE) IN FUND BAL.		89,959.88	
TOTAL EQUITY & FUND BALANCE			<u>201,838.97</u>
TOTAL LIABILITIES, EQUITY & FUND BALANCE			323,061.68
			=====

BALANCE SHEET

AS OF: SEPTEMBER 30TH, 2017

340-PUBLIC UTILITIES FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
=====		
340-100-100	PETTY CASH	1,350.00
340-100-102	CLAIM ON POOLED CASH	(713,759.52)
340-100-107	TEXPOOL 2465300012 TOWER RENT	245,057.94
340-100-110	TEXPOOL 2465300001 UTILITY FD	550,919.31
340-100-118	TEXPOOL RATE STABILIZATION 18	381,128.89
340-100-119	TEXPOOL CAPITAL OUTLAY-ASSETS	163,261.68
340-100-120	TEXPOOL WORKING CAPITAL-CIP	225,615.54
340-100-121	TEXPOOL 2017 WWTP IMPROVMNTS	914,216.54
340-120-100	ACCOUNTS RECEIVABLE	817,703.97
340-120-101	CURRENT REFUND PAYABLE	5,977.38
340-120-102	UNAPPLIED CREDITS	(27,536.47)
340-120-103	MISC. ACCOUNTS RECEIVABLE	39,423.20
340-120-130	ALLOWANCE-ACCTS. RECEIVABLE	(6,352.22)
340-140-100	INVENTORY	168,933.93
340-150-100	BOND ISSUANCE COSTS	30,318.53
340-150-105	DEFERRED AMT ON REFUNDING	80,539.39
340-160-100	LAND	457,201.00
340-160-200	BUILDINGS	6,363,714.34
340-160-206	FIXED ASSETS: WORK IN PROGRESS	2,321,036.48
340-160-225	PLANT DISTRIBUTION/COLLECTION	45,982,567.13
340-160-235	EQUIPMENT	813,313.17
340-170-100	CURRENT YR RES FOR ENCUMBRANCE	(123,059.43)
340-170-101	PRIOR YR RES FOR ENCUMBRANCE	124,353.42
340-190-103	ACCUMULATED DEPRECIATION	(<u>20,311,026.63</u>)
		<u>38,504,897.57</u>
TOTAL ASSETS		38,504,897.57
=====		
LIABILITIES		
=====		
340-200-104	ACCRUED INTEREST PAYABLE	111,722.75
340-200-110	CURRENT YEAR ENCUMBRANCES	(123,059.43)
340-200-111	PRIOR YEAR ENCUMBRANCE	124,353.42
340-200-200	FICA AND MEDICARE PAYABLE	3,548.60
340-200-201	FEDERAL WITHHOLDING PAYABLE	1,119.11
340-200-203	DEFERRED COMP PAYABLE	219.73
340-200-208	ACCRUED VACATION	19,912.33
340-200-209	CHILD SUPPORT PAYABLE	312.46
340-200-210	NET PENSION LIABILITY	778,181.00
340-200-212	UNUM LIFE INS PAYABLE	18.27
340-200-213	DENTAL PAYABLE	569.68
340-200-214	AFLAC PAYABLE	158.37
340-200-218	BLUE CHOICE PAYABLE	175.48
340-200-219	SCOTT & WHITE HEALTH PAYABLE	1,955.09
340-200-222	PRE-PAID LEGAL PAYABLE	118.65
340-200-228	MISC. DEDUCTIONS PAYABLE	3.00
340-200-229	MET LIFE DENTAL PAYABLE	(135.78)
340-200-230	UNITED WAY PAYABLE	(1.00)
340-200-233	OTHER A/P PENDING (AUDITOR)	(15,805.47)

BALANCE SHEET

AS OF: SEPTEMBER 30TH, 2017

340-PUBLIC UTILITIES FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
340-200-235	VISION PLAN PAYABLE	69.12
340-200-500	ACCOUNTS PAYABLE PENDING	55,615.22
340-200-999	UNRECONCILED DIFFERENCES	(3,840.72)
340-210-100	UNAMORT. BOND DISCOUNT	(27,590.25)
340-210-101	BOND PREMIUMS	1,013,962.32
340-210-102	DEFERRED AMT ON REFUNDING	(626,447.26)
340-210-110	DEFERRED OUTFLOW RESORCES TMRS	(76,899.00)
340-210-115	DEFERRED OUTFLOW INVST TMRS	(171,604.00)
340-210-118	DEFERRED INFLOW-ACTUAL VS ASSM	60,226.00
340-230-111	8.745M CO SERIES 2010 (6.11M)	1,730,000.00
340-230-115	4.2M COMB CO 2006 (4M)	4,000,000.00
340-230-116	10M COMB SERIES 2007 (7M)	6,950,000.00
340-230-117	9.615M COMB SERIES 08 (6.615M)	600,000.00
340-230-118	8.995 GO REFUNDING 2009	1,000,000.00
340-230-119	2.625 GO REF 2010	620,000.00
340-230-120	5.450M GO REF 2012 (1.460M)	1,255,000.00
340-230-121	4.595M 2015 GO REF (1.695M)	1,650,000.00
340-230-122	8.010M 2016 GO REF (5.065M)	5,065,000.00
340-230-123	5.34M COMB SERIES 2017(2.250M)	2,270,000.00
340-240-100	METER DEPOSITS	405,794.89
340-240-101	UNCLAIMED FUNDS	<u>4,039.87</u>
TOTAL LIABILITIES		<u>26,676,692.45</u>
EQUITY		
=====		
340-250-100	CONTRIBUTED CAPITAL-WATER OPER	454,779.30
340-250-101	CONTRIBUTED CAPITAL SEWER OPER	60,475.00
340-270-100	FUND BALANCE	<u>9,665,798.53</u>
TOTAL BEGINNING EQUITY		10,181,052.83
TOTAL REVENUE		9,013,152.66
TOTAL EXPENSES		<u>7,366,000.37</u>
TOTAL INCREASE/(DECREASE) IN FUND BAL.		1,647,152.29
TOTAL EQUITY & FUND BALANCE		<u>11,828,205.12</u>
TOTAL LIABILITIES, EQUITY & FUND BALANCE		38,504,897.57
		=====

BALANCE SHEET

AS OF: SEPTEMBER 30TH, 2017

345-UTILITY IMPACT FEE FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
345-100-102	CLAIM ON POOLED CASH	775,980.77	
345-160-225	PLANT DISTRIBUTION	104,188.68	
345-170-100	CURRENT YR RES FOR ENCUMBRANCE	(1,411.60)	
345-170-101	PRIOR YR RES FOR ENCUMBRANCE	<u>1,411.60</u>	
		<u>880,169.45</u>	
TOTAL ASSETS			880,169.45
			=====
LIABILITIES			
=====			
345-200-110	CURRENT YEAR ENCUMBRANCE	(1,411.60)	
345-200-111	PRIOR YEAR ENCUMBRANCE	<u>1,411.60</u>	
EQUITY			
=====			
345-270-100	FUND BALANCE	<u>625,999.95</u>	
	TOTAL BEGINNING EQUITY	625,999.95	
TOTAL REVENUE			<u>254,169.50</u>
	TOTAL INCREASE/(DECREASE) IN FUND BAL.	254,169.50	
TOTAL EQUITY & FUND BALANCE			<u>880,169.45</u>
TOTAL LIABILITIES, EQUITY & FUND BALANCE			880,169.45
			=====

BALANCE SHEET

AS OF: SEPTEMBER 30TH, 2017

350-AIRPORT FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
=====		
350-100-102	CLAIM ON POOLED CASH	210,588.07
350-100-106	TEXPOOL 2017 AIRPORT CONST	980,859.25
350-120-100	AIRPORT RECEIVABLES	9,952.55
350-120-103	MISC. ACCOUNTS RECEIVABLES	9,677.58
350-120-250	DUE FROM OTHER FUNDS (AUDITOR)	1,360.00
350-150-100	BOND ISSUANCE COSTS	19,366.46
350-150-105	DEFERRED AMT ON REFUNDING	5,762.71
350-160-100	LAND	859,833.00
350-160-200	T-HANGERS (BUILDINGS)	1,264,756.23
350-160-206	FIXED ASSETS:WORK IN PROGRESS	532,177.00
350-160-210	EQUIPMENT	121,904.00
350-160-300	RUNWAY	2,238,415.96
350-190-103	ACCUMULATED DEPRECIATION	(1,426,907.68)
		<u>4,827,745.13</u>
TOTAL ASSETS		4,827,745.13
=====		
LIABILITIES		
=====		
350-200-200	FICA AND MEDICARE PAYABLE	242.72
350-200-201	FEDERAL WITHHOLDING PAYABLE	161.33
350-200-210	NET PENSION LIABILITY	28,425.00
350-200-222	PRE-PAID LEGAL	18.95
350-200-233	OTHER A/P PENDING (AUDITOR)	(617.76)
350-200-235	VISION PLAN PAYABLE	4.86
350-200-500	ACCOUNTS PAYABLE PENDING	1,368.46
350-200-501	DUE TO FUND 100 (LOAN ADVANCE)	25,400.00
350-200-505	DUE TO OTHER FUNDS	19,710.00
350-200-999	UNRECONCILED DIFFERENCE	(271.67)
350-210-100	UNAMORT. BOND DISCOUNT	(5,288.36)
350-210-101	BOND PREMIUMS	26,809.60
350-210-110	DEFERRED OUTFLOW TMRS CONT	(2,809.00)
350-210-115	DEFERRED OUTFLOW INVST TMRS	(6,268.00)
350-210-118	DEFERRED INFLOW ACT VS ASSMPT	2,200.00
350-230-102	BOND PAYABLE-\$290K REF 2010	165,000.00
350-230-103	5.34M COMB SERIES 2017(1.445M)	1,450,000.00
350-240-101	ACCRUED INTEREST PAYABLE	<u>428.25</u>
TOTAL LIABILITIES		<u>1,704,514.38</u>
EQUITY		
=====		
350-250-100	CONTRIBUTED CAPITAL GRANT	2,011,189.92
350-250-101	CONTRIBUTED CAPITAL CITY	75,265.82
350-280-100	RETAINED EARNINGS	545,599.24
350-281-100	PRIOR PERIOD ADJUSTMENTS	<u>442,482.09</u>
TOTAL BEGINNING EQUITY		3,074,537.07
TOTAL REVENUE		370,379.33
TOTAL EXPENSES		<u>321,685.65</u>
TOTAL INCREASE/(DECREASE) IN FUND BAL.		48,693.68
TOTAL EQUITY & FUND BALANCE		<u>3,123,230.75</u>
TOTAL LIABILITIES, EQUITY & FUND BALANCE		4,827,745.13

BALANCE SHEET

AS OF: SEPTEMBER 30TH, 2017

370-CEMETERY OPERATING FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
370-100-102	CLAIM ON POOLED CASH	193,104.08	
370-120-103	MISC ACCOUNTS RECEIVABLES	3,360.00	
370-160-206	FIXED ASSETS-WORK IN PROGRESS	10,032.80	
370-190-103	ACCUMULATED DEPRECIATION	(<u>1,003.28</u>)	
			<u>205,493.60</u>
TOTAL ASSETS			205,493.60
			=====
LIABILITIES			
=====			
370-200-200	FICA & MEDICARE PAYABLE	364.90	
370-200-201	FEDERAL WITHHOLDING PAYABLE	176.85	
370-200-210	NET PENSION LIABILITY	41,574.00	
370-200-213	ASSURANT DENTAL PAYABLE	(22.51)	
370-200-222	PRE-PAID LEGAL	27.90	
370-200-233	OTHER A/P PENDING (AUDITOR)	(1,342.29)	
370-200-500	ACCOUNTS PAYABLE PENDING	4,611.99	
370-210-100	DUE TO CEMETERY LAND PURCHASE	203,944.99	
370-210-110	DEFERRED OUTFLOW CONT TMRS	(4,108.00)	
370-210-115	DEFERRED OUTFLOW INVST TMRS	(9,168.00)	
370-210-118	DEFERRED INFLOW ACTUAL VS ASSM	<u>3,217.00</u>	
TOTAL LIABILITIES			<u>239,276.83</u>
EQUITY			
=====			
370-270-100	FUND BALANCE	<u>17,522.42</u>	
TOTAL BEGINNING EQUITY		17,522.42	
TOTAL REVENUE		113,316.33	
TOTAL EXPENSES		<u>164,621.98</u>	
TOTAL INCREASE/(DECREASE) IN FUND BAL.		(51,305.65)	
TOTAL EQUITY & FUND BALANCE		(<u>33,783.23</u>)	
TOTAL LIABILITIES, EQUITY & FUND BALANCE			205,493.60
			=====

BALANCE SHEET

AS OF: SEPTEMBER 30TH, 2017

382-FLEET SERVICES OPERATING

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
382-100-102	CLAIM ON POOLED CASH	21,427.35	
382-120-250	DUE TO OTHER FUNDS	8,213.00	
382-170-100	CURRENT YR RES FOR ENCUMBRANCE	(905.00)	
382-170-101	PRIOR YR RES FOR ENCUMBRANCE	<u>905.00</u>	
			<u>29,640.35</u>
TOTAL ASSETS			29,640.35
=====			
LIABILITIES			
=====			
382-200-110	CURRENT YEAR ENCUMBRANCE	(905.00)	
382-200-111	PRIOR YEAR ENCUMBRANCE	905.00	
382-200-200	FICA AND MEDICARE PAYABLE	617.72	
382-200-201	FEDERAL WITHHOLDING PAYABLE	452.10	
382-200-202	TMRS PAYABLE	(0.01)	
382-200-203	DEFERRED COMP PAYABLE	10.00	
382-200-208	ACCRUED VACATION	2,985.27	
382-200-210	NET PENSION LIABILITY	95,355.00	
382-200-212	UNUM LIFE INSURANCE PAYABLE	45.22	
382-200-213	DENTAL PAYABLE	106.47	
382-200-214	AFLAC PAYABLE	164.65	
382-200-219	SCOTT & WHITE HEALTH PAYABLE	402.30	
382-200-222	PRE-PAID LEGAL PAYABLE	85.70	
382-200-233	OTHER A/P PENDING (AUDITOR)	(2,723.96)	
382-200-500	ACCOUNTS PAYABLE PENDING	23,257.88	
382-210-110	DEFERRED OUTFLOW CONTB TMRS	(9,423.00)	
382-210-115	DEFERRED OUTFLOW INVST TMRS	(21,028.00)	
382-210-118	DEFERRED INFLOW ACTUAL VS ASSM	<u>7,379.00</u>	
TOTAL LIABILITIES			<u>97,686.34</u>
EQUITY			
=====			
382-270-100	FUND BALANCE	(<u>68,037.42</u>)	
TOTAL BEGINNING EQUITY			(68,037.42)
TOTAL REVENUE		657,386.32	
TOTAL EXPENSES		<u>657,394.89</u>	
TOTAL INCREASE/(DECREASE) IN FUND BAL.		(8.57)	
TOTAL EQUITY & FUND BALANCE		(<u>68,045.99</u>)	
TOTAL LIABILITIES, EQUITY & FUND BALANCE			29,640.35
=====			

BALANCE SHEET

AS OF: SEPTEMBER 30TH, 2017

384-FLEET REPLACEMENT FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
384-100-102	CLAIM ON POOLED CASH	(182,073.43)	
384-160-320	MACHINERY & EQUIPMENT	3,928,746.19	
384-170-100	CURRENT YR RES FOR ENCUMBRANCE	(640,528.24)	
384-170-101	PRIOR YR RES FOR ENCUMBRANCE	694,932.24	
384-190-103	ACCUMULATED DEPRECIATION	(<u>2,014,753.27</u>)	
			<u>1,786,323.49</u>
TOTAL ASSETS			1,786,323.49
=====			
LIABILITIES			
=====			
384-200-110	CURRENT YEAR ENCUMBRANCE	(586,124.24)	
384-200-111	PRIOR YEAR ENCUMBRANCE	640,528.24	
384-200-505	DUE FROM OTHER FUNDS	9,573.00	
384-230-120	CAP LEASE PAYABLE-NONCURRENT	1,425,252.34	
384-230-125	NOTES PAYABLE	228,547.27	
384-240-101	ACCRUED INTEREST PAYABLE	<u>28,773.79</u>	
TOTAL LIABILITIES			<u>1,746,550.40</u>
EQUITY			
=====			
384-270-100	FUND BALANCE	<u>20,028.26</u>	
TOTAL BEGINNING EQUITY		20,028.26	
TOTAL REVENUE		887,582.64	
TOTAL EXPENSES		<u>867,837.81</u>	
TOTAL INCREASE/(DECREASE) IN FUND BAL.		19,744.83	
TOTAL EQUITY & FUND BALANCE			<u>39,773.09</u>
TOTAL LIABILITIES, EQUITY & FUND BALANCE			1,786,323.49
=====			

09/30/17

Attachment E
Sales Tax Tracking Report

City of Taylor

Sales Tax Tracking (City's Portion) - FY 2016-17

Monthly

	2012-13	2013-14	2014-15	2015-16	2016-17	\$ Difference	% from	2016-17	\$ Difference	% from Pr.
	Actual	Actual	Actual	Actual	Estimate Amount	from Actual to Est. Amt	Actual	Actual	from Prior Year Amount	Yr. Actual
October	244,104	199,717	193,841	219,175	229,914	10,352	4.3%	240,266	21,092	9.6%
November	221,342	229,690	256,386	253,276	265,687	15,016	5.3%	280,703	27,426	10.8%
December	187,866	203,376	217,843	227,515	238,663	(11,571)	-5.1%	227,092	(423)	0.0%
January	202,212	198,695	213,784	207,443	217,607	12,408	5.4%	230,015	22,573	10.9%
February	259,618	280,371	301,341	291,338	305,614	(5,958)	-2.0%	299,656	8,318	2.9%
March	161,456	186,119	196,325	199,834	209,668	4,686	2.2%	214,354	14,520	7.3%
April	200,410	188,725	217,847	207,483	217,649	(11,382)	-5.5%	206,267	(1,216)	-0.6%
May	246,059	272,415	286,253	298,046	312,650	(12,348)	-4.1%	300,302	2,256	0.8%
June	190,426	237,256	236,146	224,574	235,578	6,102	2.5%	241,680	17,106	7.6%
July	198,208	223,934	251,649	235,338	246,870	(12,154)	-5.2%	234,716	(622)	-0.3%
August	236,448	263,078	299,127	295,019	309,475	(53,863)	-21.1%	255,613	(39,407)	-13.4%
Sept.	199,083	220,235	239,549	234,255	245,734	(12,525)	-5.4%	233,209	(1,046)	-0.4%
% Monthly Increase over prior year	6.2%	10.6%	8.8%	-2.2%	\$ 3,035,110	\$ (71,236)		\$ 2,963,875	\$ 70,578	

Cumulative Year -to- Date on Actual

	2012-13	2013-14	2014-15	2015-16	2016-17	\$ Difference	% from	2016-17	\$ Difference	% from Pr.
	Actual	Actual	Actual	Actual	Estimate Amount	from Actual to Est. Amt	Actual	Actual	from Prior Year Amount	Yr. Actual
October	\$ 244,104	\$ 199,717	\$ 193,841	219,175	229,914	10,352	4.3%	240,266	21,092	9.6%
November	465,446	\$ 429,407	\$ 450,227	472,451	495,601	25,368	4.9%	520,969	48,518	10.3%
December	653,313	\$ 632,783	\$ 668,070	699,966	734,264	13,797	1.8%	748,061	48,096	6.9%
January	855,524	\$ 831,478	\$ 881,854	907,408	951,871	26,205	2.7%	978,077	70,668	7.8%
February	1,115,142	\$ 1,111,849	\$ 1,183,195	1,198,747	1,257,485	20,248	1.6%	1,277,733	78,986	6.6%
March	1,276,598	\$ 1,297,968	\$ 1,379,520	1,398,581	1,467,153	24,934	1.7%	1,492,087	93,506	6.7%
April	1,477,008	\$ 1,486,692	\$ 1,597,367	1,606,064	1,684,803	13,552	0.8%	1,698,355	92,291	5.7%
May	1,723,067	\$ 1,759,107	\$ 1,883,620	1,904,110	1,997,453	1,204	0.1%	1,998,657	94,547	5.0%
June	1,913,493	\$ 1,996,363	\$ 2,119,766	2,128,684	2,233,031	7,306	0.3%	2,240,337	111,653	5.2%
July	2,111,701	\$ 2,220,297	\$ 2,371,415	2,364,022	2,479,901	(4,848)	-0.2%	2,475,053	111,031	4.7%
August	2,348,148	\$ 2,483,376	\$ 2,670,542	2,659,041	2,789,376	(58,711)	-2.2%	2,730,666	71,624	2.7%
Sept.	2,547,231	\$ 2,703,611	\$ 2,910,092	2,893,297	3,035,110	(71,236)	-2.4%	2,963,875	70,578	2.4%
% Y-T-D Increase over prior year	10.0%	6.1%	7.1%	-0.6%						

09/30/17

Attachment F
Listing of Current Investments

Monthly Financial Report - Attachment F
City of Taylor
Summary of Security Investments - As of 09/30/17

Source of Funds	Fund Type*	Investment Instruments	ACCT/CUSIP Number	Invest. Type**	Settlement Date	Coupon Rate	Yield Rate	Weighted Average Maturity	Maturity/ Call Date	Paid Principal/ Current Balance	Market Value	Interest	
												Month	FY to-Date
General Fund													
GF -Pooled Cash	F1	TexPool	2465300006	I 4	-	-	1.0151%	1	-	\$ 3,716,977	\$ 3,716,977	3,203	39,262
General Fund	F1	Princor Portfolio	6FR-139362	I 2	-	-	0.7360%	170	-	\$ 683,668	\$ 683,668	1,856	21,453
General Fund	F1	City-Money Market	4260618	I 5	-	-	0.0100%		-	\$ 12,227	\$ 12,227	0	1
Library - (Noble)	F6	TexStar	2460634440	I 4	-	-	1.0392%	1	-	\$ 882	\$ 882	1	6
Ned Trust - Moody	F6	TexStar	2460610100	I 4	-	-	1.0392%	1	-	\$ 246,079	\$ 246,079	210	1,723
Ned Trust - Library	F6	TexStar	2460610129	I 4	-	-	1.0392%	1	-	\$ 291,912	\$ 291,912	249	2,077
General Construction (2012)	F2	TexPool	2465300013	I 4	-	-	1.0151%	1	-	\$ 572,376	\$ 572,376	477	3,950
Series 2012 (MDUS)	F2	TexPool	2465300014	I 4	-	-	1.0151%	1	-	\$ 247,446	\$ 247,446	206	1,883
2017 Performance Contract	F2	TexPool	2465300020	I 4	-	-	1.0151%	1	-	\$ 499,044	\$ 499,044	431	4,880
2013 Combination Cos	F2	TexStar	2460613165	I 4	-	-	1.0392%	1	-	\$ 2,908,048	\$ 2,908,048	2,480	20,494
Nancy Moody Bequest	F6	TexPool	2465300015	I 4	-	-	1.0151%	1	-	\$ 50,541	\$ 50,541	42	349
General Fund - I & S	F4	TexPool	2465300003	I 4	-	-	1.0151%	1	-	\$ 455,001	\$ 455,001	372	8,614
Subtotal General Fund										\$ 9,684,201	\$ 9,684,201	9,527	104,693
Special Revenue-Tax Increment Fund													
TIF Property Tax	F6	TexPool	2465300004	I 4	-	-	1.0151%	1	-	\$ 661,490	\$ 661,490	551	4,334
Subtotal TIF Funds										\$ 661,490	\$ 661,490	551	4,334
Utility Funds													
Water Fund	F1	TexPool	2465300001	I 4	-	-	1.0151%	1	-	\$ 550,919	\$ 550,919	473	3,815
Utility Working Capital-CIP	F3	TexPool	2465300016	I 4	-	-	1.0151%	1	-	\$ 225,616	\$ 225,616	139	597
2017 WWTP Improvements	F2	TexPool	2465300010	I 4	-	-	1.0151%	1	-	\$ 914,217	\$ 914,217	1,087	10,863
Water Tower Rent	F3	TexPool	2465300012	I 4	-	-	1.0151%	1	-	\$ 245,058	\$ 245,058	199	2,333
Utility Capital Outlay-Assets	F3	TexPool	2465300017	I 4	-	-	1.0151%	1	-	\$ 163,262	\$ 163,262	101	447
Utility Rate Stabilization	F2	TexPool	2465300018	I 4	-	-	1.0151%	1	-	\$ 381,129	\$ 381,129	238	1,094
Subtotal Utility Funds										\$ 2,480,200	\$ 2,480,200	2,237	19,149
Airport Fund													
2017 Airport Const Projects	F2	TexPool	2465300019	I 4	-	-	1.0151%	1	-	\$ 980,859	\$ 980,859	818	5,651
Subtotal Airport Funds										\$ 980,859	\$ 980,859	818	5,651
CemeteryFund													
PermanentTrust Fund	F3	TexPool	2465300007	I 4	-	-	1.0151%	1	-	\$ 102,332	\$ 102,332	85	706
Permanent Fund	F3	Princor Portfolio	6FR-139222	I 2	-	-	1.0400%	109	-	\$ 658,814	\$ 658,814	791	23,259
Permanent Fund	F6	Texas Class	TX-01-0247-0006	I 4	-	-	1.0740%	1	-	\$ 31,073	\$ 31,073	32	319
Cemetery Operating Fund (Noble)	F1	TexStar	2460622880	I 4	-	-	1.0392%	1	-	\$ 186,432	\$ 186,432	159	1,305
Subtotal Cemetery Funds										\$ 978,651	\$ 978,651	1,067	25,590
Total All Funds										\$ 14,785,402	\$ 14,785,402	14,200	159,417

Monthly Financial Report - Attachment F
City of Taylor
Summary of Security Investments - As of 09/30/17

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

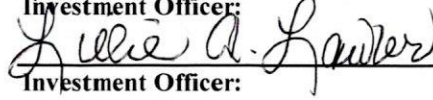
**Investment Types:			
Code	Description:	% Authorized	Current %
I 1	U.S. Treasuries (Notes,Bills, Bonds)	100%	0%
I 2	U.S. Agencies & Instrumentalities	80%	9%
I 3	Certificates of Deposit	50%	0%
I 4	Eligible Investment Pools	100%	91%
I 5	Money Market Mutual Funds	50%	0.08%
I 6	Repurchase Agreements	50%	0%
I 7	Commercial Paper	65%	0%
		Total	100%

Book Value:	As of 09/30/17	8/31/2017	Change
I 1 \$	-	\$ -	\$ -
I 2 \$	1,342,482	\$ 1,344,654	\$ (2,173)
I 3 \$	-	\$ -	\$ -
I 4 \$	13,430,693	\$ 13,766,620	\$ (335,927)
I 5 \$	12,227	\$ 12,227	\$ 0
I 6 \$	-	\$ -	\$ -
I 7 \$	-	\$ -	\$ -
Total Book Value	\$ 14,785,402	\$ 15,123,502	\$ (338,100)

Market Value:	As of 09/30/17	8/31/2017	Gain/(Loss)
I 1 \$	-	\$ -	\$ -
I 2 \$	1,342,482	\$ 1,344,654	\$ (2,173)
I 3 \$	-	\$ -	\$ -
I 4 \$	13,430,693	\$ 13,766,620	\$ (335,927)
I 5 \$	12,227	\$ 12,227	\$ 0
I 6 \$	-	\$ -	\$ -
I 7 \$	-	\$ -	\$ -
Total Market Value	\$ 14,785,402	\$ 15,123,502	\$ (338,100)

Certification:

This is to certify that the Investment Report submitted herewith complies in all respects with the Public Funds Investment Act Sec 2256 of the Local Government Code and Resolution No. R17-11 of the City of Taylor.

 10/30/17
 Investment Officer: _____ Date
 10-30-17
 Investment Officer: _____ Date



***City Council Meeting
November 9, 2017
Agenda Item Transmittal***

Agenda Item #: 4
Agenda Title: Approve minutes for October 26, 2017.
Council Action: Approve by consent or approve with corrections
Initiating Department: City Management/City Clerk
Staff Contact: Susan Brock, City Clerk

1. INTRODUCTION/PURPOSE

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

2. DESCRIPTION/ JUSTIFICATION

N/A

3. FINANCIAL/BUDGET

N/A

4. RECOMMENDATION

Approve as submitted or amend with changes noted.

5. REFERENCE FILES

4a. [Minutes October 26, 2017](#)

The City Council of the City of Taylor met on October 26, 2017, at City Hall, 400 Porter St., Taylor, Texas. Mayor Brandt Rydell declared a quorum and called the meeting to order at 6:00 p.m. with the following present:

Council Member Dwayne Ariola
Council Member Robert Garcia
Council Member Chris Gonzales (Arrived at 6:02)
Mayor Pro Tem Christine Lopez

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

INVOCATION

Chief Ekiss led the group in prayer.

PLEDGE OF ALLEGIANCE

PROCLAMATION

1. PROCLAMATION: ARBOR DAY, NOVEMBER 4, 2017.

Council Member Garcia presented a proclamation to Mike DeVito, Parks Director, and Tree Advisory Board member Nancci Burgess. They announced that the Arbor Day planting event is at 10:00 am Saturday, November 4th in Murphy Park near the Vance Street entrance.

2. PROCLAMATION: MUNICIPAL COURTS WEEK, NOVEMBER 6-10, 2017

Mayor Pro Tem Lopez presented a proclamation to Municipal Court employees.

3. PROCLAMATION: VETERANS DAY IS NOVEMBER 11, 2017.

Council Member Ariola was joined by Council Members Gonzales and Garcia and members of the American Legion local post to read a proclamation for Veterans Day.

ANNOUNCEMENTS

Mayor Rydell read a list of upcoming community events and activities. Council Member Garcia reminded the community that October 29th was the only day to register with the Red Santa program and applications were being accepted at City Hall on that one day only.

CITIZENS COMMUNICATION

Mayor Rydell invited those who signed up in advance to come forward during this time. Ms. Frances Sorrow, 702 7th St., Ms. Suzanne Bice, 840 W. 6th St., and Ms. Irene Michna, 1301 Davis St. spoke on the need to begin work on the historic preservation ordinance and to urge the council to appoint a task force to begin the process as soon as possible.

CONSENT AGENDA

4. APPROVE MINUTES FOR OCTOBER 12, 2017.

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

REGULAR AGENDA: REVIEW/DISCUSS AND CONSIDER ACTION

5. RECEIVE UPDATE ON CUSTOMER SERVICE TRAINING.

Ms. Kim Peterson, Director of Human Resources, introduced Dr. Troy Coleman with Coleman and Associates, who reported on the recent customer service training conducted for the Development Services team, Utility Billing staff, and a few select individuals who were also invited to attend. He reported that the training was well received. Council Member

Garcia moved to accept the report as presented and Council Member Gonzales seconded the motion. VOTE: Five voted AYE. Motion passed.

6. CONSIDER AWARDING BID FOR AIRPORT HANGAR FIRE SUPPRESSION IMPROVEMENTS.

Mr. Casey Sledge, Consulting City Engineer, presented a request to award a contract for the design and installation of a fire suppression system for the recently completed T-Hangar which is a Texas Department of Transportation, Aviation Division grand funded project. He commented that the proposal was in the amount of \$38,500, well under the proposed budget of \$60,000.

Council Member Ariola moved to award the contract to Ranger Builders, LLC for \$38,500 as presented and Council Member Garcia seconded the motion. VOTE: Five voted AYE. Motion passed.

7. DISCUSS AND RECEIVE INFORMATION AND CONSIDER TAKING ACTION ON UTILITY ACCOUNT ASSISTANCE OPTIONS.

Ms. Rosemarie Dennis, Finance Director, presented a response to recent requests from citizens to consider options for assistance with paying their utility bills. She noted that the current programs already in place include 1) waiving the late fee(s) for customers over sixty years of age; 2) payment extensions which are available to each customer up to three times a year in an emergency financial situation; and 3) payment plans which are available for those customers who may have experienced an unusually high bill due to a leak or some other event and need additional time to pay the bill out. As a result of staff researching what types of assistance other cities have, Ms. Dennis recommended they extend more time to customers who are on social security and disability to pay their utility bill without being assessed a penalty and/or disconnection of their services.

Council Member Garcia asked staff to research a “good neighbor fund” where individuals can donate for those in need. Staff discovered most of the cities they surveyed did not provide this option due to the difficulty in administering the fund and where available, a third party was in charge of this type of assistance, such as the Salvation Army. She stated the local Salvation Army was not interested in taking on this service.

With no other comments or discussion Council Member Gonzales moved to accept the report as presented and approve the recommendations as presented. Council Member Ariola seconded the motion. VOTE: Five voted AYE. Motion passed.

8. DISCUSS BOARD MEMBERSHIP OF THE TAYLOR ECONOMIC DEVELOPMENT CORPORATION (TEDC) AND TYPES OF ECONOMIC DEVELOPMENT CORPORATIONS.

Council Member Garcia requested this item and was seeking a discussion with other council members on a proposal to expand the current board from five to seven. Mr. Mark Thomas,

TEDC President, and TEDC Board Chairman Kelly Cmerek questioned the need to make this type of change when the current board was performing in a successful manner.

Council Member Garcia stated that he saw a need and an opportunity to include more knowledge by expanding the existing board. Hearing no further comments or discussion Council Member Garcia moved to draft an ordinance to expand the TEDC Board from 5 to 7 members. Motion died for lack of a second.

9. RECEIVE UPDATE ON EFFORTS TO DEVELOP HISTORIC PRESERVATION ORDINANCE.

Ms. Ashley Lumpkin, Director of Development Services, provided an update on staff efforts to address the creation of an ordinance regarding historic preservation. She pointed out that the document submitted by the Taylor Conservation and Heritage Society in June was still under review and a proposal to appoint a Task Force will be on the November 9th agenda for further consideration. Mayor Rydell invited those who had signed up to speak to come forward. Ms. Janetta McCoy, 819 Hackberry, Mr. Joe Burgess, 1801 Oaklawn, and Ms. Nancci Burgess, 1801 Oaklawn, all encouraged council to move forward with appointing the Task Force and begin the process of reviewing the historic preservation ordinance.

Mayor Pro Tem Lopez moved to accept the report as presented and Council Member Gonzales seconded the motion. VOTE: Five voted AYE. Motion passed.

10. RECEIVE UPDATE ON REVIEW SCHEDULE FOR DEVELOPMENT ORDINANCES.

Ms. Ashley Lumpkin, Director of Development Services, provided an update on the timeline and proposed schedule to address ordinances in need of review. The list was created as a result of feedback from those attending the Growth Summit as well as staff review.

Mayor Pro Tem Lopez moved to accept the report as presented and Council Member Gonzales seconded the motion. VOTE: Five voted AYE. Motion passed.

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

Mayor Rydell asked Council Members for future agenda items. Mayor Pro Tem Lopez requested a memo on the proposed streets and grounds maintenance plan.

ADJOURN

With no further action Mayor Rydell declared the meeting adjourned at 7:46 p.m.

Brandt Rydell, Mayor

ATTEST:

Susan Brock, City Clerk



City Council Meeting November 9, 2017

STRATEGIC PILLAR

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

Agenda Item #: 5

Agenda Title: Consider introducing Ordinance 2017-22 regarding a Budget Amendment for Fiscal Year 2016/2017.

Council Action to be taken: Introduce Ordinance 2017-22 as presented

Department Submitted: Finance

Staff Contact: Rosemarie Dennis, Director

1. PURPOSE/DESCRIPTION

The purpose of this agenda item is to introduce Ordinance 2017-22 for the year end amendment of the FY2016-17 operating budget. This will be the second time that the budget has been amended.

2. STAFF ANALYSIS AND RECOMMENDATION (Why and How)

The General Fund is the only fund that is being recommended to be amended in this ordinance. When this fund was amended back in May, a deficit balance was projected. The General Fund has performed much better than had anticipated, due to this positive outcome it is important to reflect that by amending the General Fund.

The following summary is provided in the order that each section appears in the packet in an effort to assist with reviewing the documents:

- Exhibit A – This attachment is part of the ordinance and details the items that are recommended to be amended is the General Fund and category. This document describes the purpose for needing to change a particular category.
- Ordinance No. 2017-22 – This is the official document that formalizes the adoption of the changes contained in Exhibit A Budget Amendment.

General Fund – The net adjustment to General Fund revenues is an increase of \$79,505 from the first budget amended of \$12,536,749. The total amended amount for revenues is \$12,616,254. The notable comments on adjustments made to revenues are in the following categories:

310 Taxes – (\$55,281 increase)

- Property tax came in higher than projected by \$106,979. This increase is due to under estimating property values that were under view that were added to the assessed valuation.
- Sales Tax did come in under the budgeted amount by \$50,500. However, sales tax came in higher than last year's collection by \$70,578 or 2.4%.

320 Permits and Licenses – (\$66,114 increase)

- Building, electrical, plumbing, mechanical and miscellaneous permits all seen an increase over budgeted by \$66,114. This due to the development seen within the City.

330 Intergovernmental Revenues – (\$49,446 decrease)

- The City was awarded a grant of \$66,000 from the Texas Department of Emergency Management (TDEM) for the development of a Multi-Jurisdictional Hazard Mitigation Action Plan for Taylor, Thrall, and the Lower Brushy Creek Water Control and Improvement District (LBCWCID). The City will be reimbursement up to \$49,500 with a City match of \$16,500. The reimbursement will be seen in the FY2017-18 budget.

340 Charges for Services – (\$579 decrease)

- In the different charges for services there were increases and decreases in this category that resulted in a net decrease.

410 Fines and Forfeitures – (\$38,124 decrease)

- Municipal Court fees and fines did not meet the budget as anticipated.

420 Assessment- (\$6,034 increase)

- Assessments for lot clean up, weatherization and future parks came in higher than anticipated.

430 Use of Money and Property- (\$31,167)

- Increase amount on earned interest income.

440 Donations from Private Source- (\$6,875 increase)

- Public safety and miscellaneous donation came in higher than anticipated.

450 Interfund Operating Transfers- (\$298 decrease)

- \$9,600 was budgeted for Library computers with proceeds coming from Louis Ned Funds. The cost of the computer were \$9,302, transfers was reduced by \$298.

460 Proceeds General Fixed Assets- (\$2,481 increase)

- Proceeds from an auction sale on miscellaneous equipment.

	Revenue Category:	Budget Amendment #1	Budget Amendment #1	Budget Change	% Change
310-	Taxes	9,450,660	9,505,941	55,281	0.6%
320-	Fees and Licenses	272,931	339,045	66,114	24.2%
330-	Intergovernmental Revenue	141,313	91,867	(49,446)	-35.0%
340-	Charges for Services	313,940	313,361	(579)	-0.2%
410-	Fines and Forfeitures	301,563	263,439	(38,124)	-12.6%
420-	Assessments	16,875	22,909	6,034	35.8%
430-	Use of Money & Property	414,767	445,934	31,167	7.5%
440-	Donations from Private Source	5,900	12,775	6,875	116.5%
450-	Interfund Operating Transfers	1,618,800	1,618,502	(298)	0.0%
460-	Proceeds Gen Fund Assets	-	2,481	2,481	100.0%
		\$ 12,596,749	\$ 12,616,254	\$ 79,505	0.6%

On the expenditure side, appropriations are adjusted by \$491,902 based on the first budget amended budget of \$12,781,431. This is a decrease of 3.8%. The total amended budget amount for expenditures is \$12,289,529. The two charts below reflects a summary of the increases and decreases by categories and by departments.

The just a few notable comments on adjustments made to expenditures are in the following categories:

100 Employee Service-(\$275,151 decrease)

- Staff turnover resulted in salary savings in the General Fund is \$148,964 across all departments with paid benefits savings of \$82,853. Professional Development and allowances was reduced by \$43,334 from budgeted amounts.

200 Operational Supplies- (\$96,499 decrease)

- Supplies -\$45,966
- Special Events- \$10,450
- Operational Equipment-\$40,083 (from this amount \$24,300 the Cattainer Buildout was not expended this budget year).

300 Facilities Operation & Maintenance- (\$23,767 decrease)

- Utility on City Facilities- \$32,337
- Facility Repairs- an increase in cost for repairs on City buildings of \$10,759
- Janitorial supplies -\$699
- Short term rental- \$1,490

400 Equipment Operation & Maintenance- (\$65,972 increase)

- Fleet Rental fees (maintenance cost)-\$67,681 increase cost associated with repairs and maintenance to city vehicles.
- Office equipment rental and maintenance- decrease of \$1,709

500 Contract Services & Fees- (\$59,513 increase)

- Professional Services increase of \$27,292- majority of this increase is in legal services
- Contract Services increase of \$36,156 –various contracts within departments.
- Fees for services and credit card fees- net decrease of \$3,935

700 Capital Outlay- (\$4,614 decrease)

- Field equipment –as result of an error made in the first budget amendment a piece of equipment of budgeted twice and overstated the line item.

800-Contributions/Contingences/Transfers- (\$217,356 decrease)

- Property tax rebate and transfers out that were not expended (380 agreement and cash match for a grant project).

	Budget Amendment #1	Budget Amendment #2	Increase/ Decrease
<u>Categories</u>			
100 Employees Services	\$ 8,313,096	\$ 8,037,945	\$ (275,151)
200 Operational Supplies	\$ 554,639	\$ 458,140	\$ (96,499)
300 Facilities Operation/Maint.	\$ 519,934	\$ 496,167	\$ (23,767)
400 Equipment Operation/Maint.	\$ 962,385	\$ 1,028,357	\$ 65,972
500 Contract Services & Fees	\$ 1,334,989	\$ 1,394,502	\$ 59,513
700 Capital Outlay	\$ 80,017	\$ 75,403	\$ (4,614)
800 Contributions & Contingencies	\$ 1,016,371	\$ 799,015	\$ (217,356)
	\$ 12,781,431	\$ 12,289,529	\$ (491,902)

Expenditure by Department	Budget Amendment #1	Budget Amendment #2	Budget Change	% Change
500- City Council	142,984	136,338	(6,646)	-4.6%
501- City Management	554,553	545,143	(9,410)	-1.7%
503- Public Information Officer	127,643	135,918	8,275	6.5%
504- Human Resources	217,909	212,740	(5,169)	-2.4%
512- Finance	712,067	601,266	(110,801)	-15.6%
516- Municipal Court	299,199	312,347	13,148	4.4%
522- Development Services	741,651	668,345	(73,306)	-9.9%
524- Main Street	86,129	85,301	(828)	-1.0%
527- Moody Museum	6,691	4,923	(1,768)	-26.4%
532- Library	467,681	454,290	(13,391)	-2.9%
542- Fire	2,385,715	2,357,688	(28,027)	-1.2%
552- Police	3,176,186	3,137,119	(39,067)	-1.2%
558- Animal Control	237,791	210,306	(27,485)	-11.6%
563- PW-Streets/Grounds	1,321,886	1,246,135	(75,751)	-5.7%
565- Parks & Recreation	810,013	796,085	(13,928)	-1.7%
566- Internal Svcs.-Bldg.	424,169	444,207	20,038	4.7%
573- Engineering & Inspections	74,612	45,923	(28,689)	-38.5%
575- Information Technology	116,171	110,258	(5,913)	-5.1%
592- Non-Departmental	878,381	785,200	(93,181)	-10.6%
	\$ 12,781,431	\$ 12,289,529	(491,902)	-3.8%

Appropriation will be earmarked as committed and set aside in the amount of \$234,300 for the following unpaid items.

- \$85,000- a 380 agreement payment (Finance Dept.)
- \$125,000 cash match for the Robinson Park Grant (Non-Departmental)
- \$24,300-Cattainer Buildout (Animal Control)

In summary, the adjustments in appropriations to revenues and expenditures lead to a net projected profit of \$326,725. Keeping in mind that \$234,300 will be earmarked from the \$326,725, leaving an amount of \$92,425 to be added to unassigned fund balance. The beginning unassigned general fund balance is \$3,285,095. This will give the FY2016-17 with a projected unassigned fund balance of \$3,377,520. This amount will be within the City's reserve policy of three (3) months of operating reserves.

Consider Introduction of Ordinance 2017-22 Amending the FY2016-17 Budget

3. FUNDING SOURCE

Fund	Revenues		Expenditures		Net Profit/ (Loss)	
	Budget Amendment #1	Budget Amendment #2	Budget Amendment #1	Budget Amendment #2	Budget Amendment #1	Budget Amendment #2
General Fund	\$ 12,536,749	\$12,616,254	\$12,781,431	\$12,289,529	\$ (244,682)	\$326,725

4. TIMELINE CONSIDERATIONS

Immediate consideration so that the FY2016-17 budget amendment can be installed for year-end closing.

5. OTHER OPTIONS (In order of preference)

Make no changes to the budget.

6. ATTACHMENTS

5a. [Exhibit A- Budget Amendment No. 2](#)

5b. [Ordinance 2017-22](#)

Exhibit "A" FY 2016-17 BUDGET AMENDMENT #2

	Adopted Budget	Amendment #1	Amendment #2		Difference Add/(subtract)	% Change
100 -- GENERAL FUND						
Revenue						
310 Taxes:						
<u>110 Current Property Taxes</u>						
111 Current Property Taxes	\$ 5,379,413	\$ 5,458,295	\$ 5,565,274	\$	106,979	2.0%
112 Delinquent Taxes	\$ 50,000	\$ 50,000	\$ 50,841	\$	841	1.7%
113 Prop.Tax-Penalty/Int.	\$ 38,000	\$ 38,000	\$ 47,066	\$	9,066	23.9%
Subtotal 110	\$ 5,467,413	\$ 5,546,295	\$ 5,663,181	\$	116,886	2.1%
<u>120 Sales and Use Tax</u>						
121 City Sales Tax	\$ 3,035,110	\$ 3,035,110	\$ 2,984,610	\$	(50,500)	-1.7%
Subtotal 120	\$ 3,035,110	\$ 3,035,110	\$ 2,984,610	\$	(50,500)	-1.7%
<u>130 Franchise Tax</u>						
131 Telephone	\$ 51,800	\$ 51,800	\$ 50,106	\$	(1,694)	-3.3%
132 Gas	\$ 130,000	\$ 105,000	\$ 111,092	\$	6,092	5.8%
133 Mixed Beverage Drinks	\$ 9,000	\$ 9,500	\$ 12,567	\$	3,067	32.3%
134 Electric	\$ 506,000	\$ 506,000	\$ 506,429	\$	429	0.1%
135 Cable	\$ 166,530	\$ 166,530	\$ 154,706	\$	(11,824)	-7.1%
137 Peg Fees	\$ 29,700	\$ 29,700	\$ 23,145	\$	(6,555)	-22.1%
Subtotal 130	\$ 893,030	\$ 868,530	\$ 858,045	\$	(10,485)	-1.2%
<u>140 Other Taxes</u>						
141 Occ. Tax/Skill Games	\$ 225	\$ 225	\$ 105	\$	(120)	-53.3%
142 Occ. Tax/Mfg Homes	\$ 500	\$ 500	\$ -	\$	(500)	-100.0%
Subtotal 140	\$ 725	\$ 725	\$ 105	\$	(620)	-85.5%
310 Taxes Total	\$ 9,396,278	\$ 9,450,660	\$ 9,505,941	\$	55,281	0.6%
320 Permits and Licenses						
<u>150 Development Permits</u>						
151 Plat/Zoning Fees	\$ 9,000	\$ 35,000	\$ 31,750	\$	(3,250)	-9.3%
152 Building Permit Fees	\$ 180,000	\$ 180,000	\$ 226,193	\$	46,193	25.7%
153 Elec. Permits/Licenses	\$ 8,000	\$ 20,000	\$ 22,057	\$	2,057	10.3%
154 Plumbing Permit Fees	\$ 8,000	\$ 8,000	\$ 15,877	\$	7,877	98.5%
155 Gas Permit Fee	\$ 1,000	\$ 1,000	\$ 480	\$	(520)	-52.0%
156 Mechanical Permit Fee	\$ 5,000	\$ 5,000	\$ 14,019	\$	9,019	180.4%
158 Manufactured Homes	\$ -	\$ 711	\$ 711	\$	-	0.0%
Subtotal 150	\$ 211,000	\$ 249,711	\$ 311,086	\$	61,375	24.6%
<u>160 Business and Other Licenses</u>						
161 Technology Fee	\$ -	\$ 5,000	\$ 7,533	\$	2,533	50.7%
162 Beer/Liquor Licenses	\$ 7,420	\$ 7,420	\$ 3,890	\$	(3,530)	-47.6%
163 Dog Tag Licenses	\$ 2,000	\$ 800	\$ 435	\$	(365)	-45.6%
164 Misc. Business Lic./ Permits	\$ 10,000	\$ 10,000	\$ 16,102	\$	6,102	61.0%
Subtotal 160	\$ 19,420	\$ 23,220	\$ 27,959	\$	4,739	20.4%
320 Permits/Licenses Total	\$ 230,420	\$ 272,931	\$ 339,045	\$	66,114	28.7%
330 Intergovernmental Revenue						
216 FEMA	\$ -	\$ 65,466	\$ 15,966	\$	(49,500)	100.0%
219 Other Federal Grants	\$ -	\$ -	\$ 2,834	\$	-	-
Subtotal 210	\$ -	\$ 65,466	\$ 18,800	\$	(49,500)	-
<u>220 State Grants</u>						
221 Officer Standards & Ed	\$ -	\$ 2,211	\$ 2,983	\$	772	34.9%
229 Other State Grants	\$ -	\$ 7,036	\$ 2,211	\$	(4,825)	-68.6%
Subtotal 220	\$ -	\$ 9,247	\$ 5,195	\$	(4,052)	-43.8%
<u>230 Local Grants, Contributions, Reimbursements</u>						
232 Capital Area Planning (CAPCO)	\$ 1,500	\$ 1,500	\$ -	\$	1,500	100.0%
235 TISD (Police Officer Reimburse.)	\$ 45,800	\$ 45,800	\$ 47,313	\$	1,513	3.3%
238 Local Reimbursement	\$ 2,000	\$ 2,000	\$ 2,156	\$	156	7.8%
239 Other Local Contrib.	\$ 17,300	\$ 17,300	\$ 18,403	\$	1,103	6.4%
Subtotal 230	\$ 66,600	\$ 66,600	\$ 67,873	\$	4,273	6.4%
330 Intergov. Revenue Total	\$ 66,600	\$ 141,313	\$ 91,867	\$	(49,280)	-34.9%

Exhibit "A" FY 2016-17 BUDGET AMENDMENT #2

		Adopted Budget	Amendment #1	Amendment #2		Difference Add/(subtract)	% Change
340 Charges for Services							
<u>250 Public Works</u>							
258 Dog Pound Fees		\$ 5,000	\$ 5,000	\$ 8,169	\$ 3,169	63.4%	
Subtotal 250		\$ 5,000	\$ 5,000	\$ 8,169	\$ 3,169	63.4%	
<u>260 Recreation</u>							
261 Pool Admission		\$ 35,000	\$ 35,000	\$ 25,809	\$ (9,191)	-26.3%	
263 TRPSC Banner Display		\$ -	\$ -	\$ 1,200	\$ 1,200	100.0%	
264 Pavilion/Aud. Rental		\$ 5,000	\$ 5,000	\$ 6,791	\$ 1,791	35.8%	
265 Library Services		\$ 9,000	\$ 9,000	\$ 10,395	\$ 1,395	15.5%	
266 Plan Review Fees		\$ 12,000	\$ 22,000	\$ 44,425	\$ 22,425	101.9%	
267 Engineering Inspect. Fees		\$ -	\$ 56,000	\$ 61,672	\$ 5,672	10.1%	
268 Library Meeting Rm rent		\$ 800	\$ 800	\$ 900	\$ 100	12.5%	
269 Park Fees		\$ 115,000	\$ 115,000	\$ 68,631	\$ (46,369)	-40.3%	
270 League fees		\$ 18,400	\$ 18,400	\$ 10,851	\$ (7,549)	-41.0%	
289 Credit Card Processing Fees		\$ 5,500	\$ 5,500	\$ 6,072	\$ 572	10.4%	
Subtotal 260		\$ 200,700	\$ 266,700	\$ 236,746	\$ (29,954)	-11.2%	
<u>290 Public Safety</u>							
291 Fire Inspection Fees		\$ 5,000	\$ 5,000	\$ 7,123	\$ 2,123	42.5%	
292 First Responder EMS Fees		\$ 10,000	\$ 12,000	\$ 18,544	\$ 6,544	54.5%	
293 Lien Fees		\$ 160	\$ 240	\$ 672	\$ 432	179.9%	
295 Police Services		\$ 35,000	\$ 25,000	\$ 42,108	\$ 17,108	68.4%	
Subtotal 290		\$ 50,160	\$ 42,240	\$ 68,446	\$ 26,206	62.0%	
340 Charges for Serv. Total		\$ 255,860	\$ 313,940	\$ 313,361	\$ (579)	-0.2%	
410 Fines and Forfeitures							
<u>310 Fines & Forfeitures</u>							
306 Court Administration Fee		\$ 13,000	\$ 14,500	\$ 19,453	\$ 4,953	34.2%	
307 Def. Driving App. Fee		\$ 2,000	\$ 3,500	\$ 4,457	\$ 957	27.3%	
308 Dismissal Fee		\$ 1,000	\$ 1,000	\$ 830	\$ (170)	-17.0%	
309 Judicial Fee-City		\$ 1,500	\$ -	\$ -	\$ -	0.0%	
310 Omnibase Local Fee		\$ 2,100	\$ 2,100	\$ 1,713	\$ (388)	-18.5%	
311 Municipal Court		\$ 230,263	\$ 230,263	\$ 192,229	\$ (38,034)	-16.5%	
312 Child Safety Fees		\$ 1,000	\$ 1,400	\$ 1,380	\$ (20)	-1.4%	
313 Traffic Court Fees		\$ 3,000	\$ 3,000	\$ 3,564	\$ 564	18.8%	
314 Warrant Fees		\$ 25,000	\$ 25,000	\$ 17,513	\$ (7,487)	-29.9%	
315 Notice/Arrest Fees		\$ 5,300	\$ 6,500	\$ 8,869	\$ 2,369	36.5%	
317 Court Time Pay Fee		\$ 11,700	\$ 8,300	\$ 7,872	\$ (428)	-5.2%	
318 Library Fines		\$ 9,000	\$ 6,000	\$ 5,559	\$ (441)	-7.3%	
Subtotal 310		\$ 304,863	\$ 301,563	\$ 263,439	\$ (38,124)	-12.6%	
410 Fines/forfeitures Total		\$ 304,863	\$ 301,563	\$ 263,439	\$ (38,124)	-12.6%	
420 Assessments							
<u>320 Assessments</u>							
324 Weatherinzation		\$ 16,000	\$ 1,500	\$ 1,595	\$ 95	6.3%	
327 Lot Clean up Assess.		\$ 2,500	\$ 6,000	\$ 9,241	\$ 3,241	54.0%	
328 Future Parks		\$ 9,000	\$ 9,000	\$ 10,768	\$ 1,768	19.6%	
329 Payment of Claims		\$ -	\$ 375	\$ 1,305	\$ 930	248.0%	
Subtotal 320		\$ 27,500	\$ 16,875	\$ 22,909	\$ 6,034	35.8%	
420 Assessments Total		\$ 27,500	\$ 16,875	\$ 22,909	\$ 6,034	35.8%	
430 Use of Money and Property							
<u>330 Interest income/ Rent</u>							
331 Interest Income		\$ 20,000	\$ 25,000	\$ 66,302	\$ 41,302	165.2%	
333 Rental Income (Lease)		\$ 24,908	\$ 27,147	\$ 25,946	\$ (1,201)	-4.4%	
334 Collections/Gen. Rev.		\$ 30,000	\$ 30,000	\$ 40,057	\$ 10,057	33.5%	
335 Reimburse./Repayments		\$ 20,000	\$ 25,000	\$ 29,869	\$ 4,869	19.5%	
336 Use of Committed Fund Balance		\$ -	\$ 307,620	\$ 307,620	\$ (0)	0.0%	
337 Unrealized Gain/Loss Invest		\$ -	\$ -	\$ (23,860)	\$ (23,860)	-100.0%	
Subtotal 330		\$ 94,908	\$ 414,767	\$ 445,934	\$ 31,167	7.5%	
430 Use of Money/Prop. Total		\$ 94,908	\$ 414,767	\$ 445,934	\$ 31,167	7.5%	

Exhibit "A" FY 2016-17 BUDGET AMENDMENT #2

		Adopted Budget	Amendment #1	Amendment #2		Difference Add/(subtract)	% Change
440 Donations Private Sources							
<u>340 Public Safety Donations</u>							
349 Other Public Safety Donation		\$ -	\$ 3,700	\$ 9,160	\$ 5,460		147.6%
353 Donations-Parks		\$ 1,000	\$ -	\$ -	\$ -		0.0%
359 Miscellaneous Donations		\$ 2,200	\$ 2,200	\$ 3,615	\$ 1,415		64.3%
Subtotal 340		\$ 3,200	\$ 5,900	\$ 12,775	\$ 6,875		116.5%
440 Donations Total		\$ 3,200	\$ 5,900	\$ 12,775	\$ 6,875		116.5%
450 Interfund Operating Transfer							
<u>360 Interfund transfers</u>							
367 From MDUS		\$ 180,000	\$ 180,000	\$ 180,000	\$ -		0.0%
369 Transfer from Sanitation Fund		\$ 164,200	\$ 164,200	\$ 164,200	\$ -		0.0%
370 Transfer In		\$ 9,600	\$ 9,600	\$ 9,302	\$ (298)		-3.1%
371 From Utility Fund		\$ 1,250,000	\$ 1,250,000	\$ 1,250,000	\$ -		0.0%
372 From Airport Op. Fund		\$ 15,000	\$ 15,000	\$ 15,000	\$ -		0.0%
Subtotal 370		\$ 1,618,800	\$ 1,618,800	\$ 1,618,502	\$ (298)		0.0%
450 Interfund Transf. Tot.		\$ 1,618,800	\$ 1,618,800	\$ 1,618,502	\$ (298)		0.0%
460 Proceeds From Sale of Fixed Assets							
<u>370 Proceeds from Sale of Assets</u>							
374 Sale of Surplus Equip.		\$ -	\$ -	\$ -	\$ -		0.0%
375 Sale of Land		\$ -	\$ -	\$ -	\$ -		0.0%
379 Sales of Misc assets		\$ -	\$ -	\$ 2,481	\$ 2,481		100.0%
460 Fixed Asset Total		\$ -	\$ -	\$ 2,481	\$ 2,481		100.0%
480 Unappropriated Reserves		\$ -	\$ -		\$ -		
Total Revenues		\$ 11,998,429	\$ 12,536,749	\$ 12,616,254	\$ 79,505		0.6%

Exhibit "A" FY 2016-17 BUDGET AMENDMENT #2

		Adopted Budget	Amendment #1	Amendment #2		Difference Add/(subtract)	% Change
General Fund Expenditures							
City Council							
500	Expenditure Category						
100	Employee Services	\$ 21,686	\$ 21,686	\$ 18,883	\$ (2,803)	-12.9%	
200	Operational Supplies	\$ 20,643	\$ 20,643	\$ 19,073	\$ (1,570)	-7.6%	
300	Facilities Oper./Maint.	\$ 3,024	\$ 3,390	\$ 2,936	\$ (454)	-13.4%	
500	Contract Services/Fees	\$ 61,500	\$ 61,500	\$ 69,181	\$ 7,681	12.5%	
800	Contributions	\$ 35,765	\$ 35,765	\$ 26,265	\$ (9,500)	-26.6%	
Departmental Total		\$ 142,618	\$ 142,984	\$ 136,338	\$ (6,646)	-4.6%	
City Mgmt/ Legal Services							
501	Expenditure Category						
100	Employee Services	\$ 475,143	\$ 495,935	\$ 474,862	\$ (21,073)	-4.2%	
200	Operational Supplies	\$ 23,865	\$ 23,884	\$ 18,833	\$ (5,051)	-21.1%	
300	Facilities Oper./Maint.	\$ 3,318	\$ 3,458	\$ 3,309	\$ (149)	-4.3%	
400	Equip. Oper./Maint.	\$ 947	\$ 1,075	\$ 1,647	\$ 572	53.2%	
500	Contract Services/Fees	\$ 15,300	\$ 30,201	\$ 46,491	\$ 16,290	53.9%	
Departmental Total		\$ 518,573	\$ 554,553	\$ 545,143	\$ (9,410)	-1.7%	
Public Information							
503	Expenditure Category						
100	Employee Services	\$ 70,535	\$ 66,942	\$ 61,653	\$ (5,289)	-7.9%	
200	Operational Supplies	\$ 5,640	\$ 5,351	\$ 6,482	\$ 1,131	21.1%	
300	Facilities Oper./Maint.	\$ 620	\$ 620	\$ 592	\$ (28)	-4.6%	
500	Contract Services/Fees	\$ 48,650	\$ 54,730	\$ 67,192	\$ 12,462	22.8%	
Departmental Total		\$ 125,445	\$ 127,643	\$ 135,918	\$ 8,275	6.5%	
Human Resources							
504	Expenditure Category						
100	Employee Services	\$ 134,335	\$ 139,174	\$ 137,599	\$ (1,575)	-1.1%	
200	Operational Supplies	\$ 8,445	\$ 8,445	\$ 5,328	\$ (3,117)	-36.9%	
300	Facilities Oper./Maint.	\$ 680	\$ 680	\$ 642	\$ (38)	-5.6%	
400	Equip. Oper./Maint.	\$ 712	\$ 915	\$ 1,081	\$ 166	18.2%	
500	Contract Services/Fees	\$ 59,195	\$ 68,695	\$ 68,090	\$ (605)	-0.9%	
Departmental Total		\$ 203,367	\$ 217,909	\$ 212,740	\$ (5,169)	-2.4%	
Dept of Finance							
512	Financial Services Div.						
	Expenditure Category						
100	Employee Services	\$ 297,111	\$ 311,506	\$ 305,200	\$ (6,306)	-2.0%	
200	Operational Supplies	\$ 5,825	\$ 5,825	\$ 5,223	\$ (602)	-10.3%	
300	Facilities Oper./Maint.	\$ 1,096	\$ 1,096	\$ 1,077	\$ (19)	-1.7%	
400	Equip. Oper./Maint.	\$ 1,400	\$ 1,400	\$ 1,620	\$ 220	15.7%	
500	Contract Services/Fees	\$ 124,206	\$ 124,230	\$ 134,389	\$ 10,159	8.2%	
800	Contributions/Contingencies	\$ 193,010	\$ 268,010	\$ 153,755	\$ (114,255)	-42.6%	
Departmental Total		\$ 622,648	\$ 712,067	\$ 601,266	\$ (110,801)	-15.6%	
Municipal Court							
516	Expenditure Category						
100	Employee Services	\$ 234,973	\$ 238,862	\$ 231,360	\$ (7,502)	-3.2%	
200	Operational Supplies	\$ 6,525	\$ 6,405	\$ 8,744	\$ 2,339	35.8%	
300	Facilities Oper./Maint.	\$ 3,572	\$ 3,572	\$ 3,841	\$ 269	7.5%	
400	Equip. Oper./Maint.	\$ 1,598	\$ 1,598	\$ 1,494	\$ (104)	-6.5%	
500	Contract Services/Fees	\$ 46,262	\$ 48,762	\$ 66,907	\$ 18,145	39.2%	
Departmental Total		\$ 292,930	\$ 299,199	\$ 312,347	\$ 13,148	4.5%	

Exhibit "A" FY 2016-17 BUDGET AMENDMENT #2

Adopted Budget	Amendment #1	Amendment #2		Difference Add/(subtract)	% Change
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Development Services:

522 Planning/Inspections

Expenditure Category

100	Employee Services	\$	459,350	\$	482,505	\$	470,740	\$	(11,765)	-2.4%
200	Operational Supplies	\$	13,180	\$	14,146	\$	7,877	\$	(6,269)	-44.3%
300	Facilities Oper./Maint.	\$	4,603	\$	4,147	\$	3,634	\$	(513)	-12.4%
400	Equip. Oper./Maint.	\$	39,579	\$	39,815	\$	40,103	\$	288	0.7%
500	Contract Services/Fees	\$	203,000	\$	201,038	\$	145,991	\$	(55,047)	-27.4%
Total		\$	719,712	\$	741,651	\$	668,345	\$	(73,306)	-9.9%

Main Street Program

524 Expenditure Category

100	Employee Services	\$	52,323	\$	61,019	\$	60,281	\$	(738)	-1.2%
200	Operational Supplies	\$	16,850	\$	16,850	\$	17,120	\$	270	1.6%
300	Facilities Oper./Maint.	\$	630	\$	630	\$	598	\$	(32)	-5.0%
400	Equip. Oper./Maint.	\$	1,000	\$	800	\$	872	\$	72	9.0%
500	Contract Services/Fees	\$	2,700	\$	2,740	\$	2,340	\$	(401)	-14.6%
800	Contributions/Contingency	\$	-	\$	4,090	\$	4,090	\$	(0)	0.0%
Total		\$	73,503	\$	86,129	\$	85,301	\$	(828)	-1.0%

Moody Museum

527 Expenditure Category

200	Operational Supplies	\$	960	\$	960	\$	637	\$	(323)	-33.7%
300	Facilities Oper./Maint.	\$	4,739	\$	4,406	\$	3,036	\$	(1,370)	-31.1%
500	Contract Services/Fees	\$	1,325	\$	1,325	\$	1,250	\$	(75)	-5.7%
Departmental Total		\$	7,024	\$	6,691	\$	4,923	\$	(1,768)	-26.4%

Public Library

532 Expenditure Category

100	Employee Services	\$	353,482	\$	353,403	\$	340,923	\$	(12,480)	-3.5%
200	Operational Supplies	\$	26,265	\$	26,265	\$	24,032	\$	(2,233)	-8.5%
300	Facilities Oper./Maint.	\$	33,700	\$	33,700	\$	25,527	\$	(8,173)	-24.3%
400	Equip. Oper./Maint.	\$	950	\$	950	\$	798	\$	(152)	-16.0%
500	Contract Services/Fees	\$	10,363	\$	10,363	\$	19,210	\$	8,847	85.4%
700	Capital Outlay	\$	43,000	\$	43,000	\$	43,800	\$	800	1.9%
Departmental Total		\$	467,760	\$	467,681	\$	454,290	\$	(13,391)	-2.9%

Fire Services

542 Suppression -EMS

Expenditure Category

100	Employee Services	\$	1,815,828	\$	1,904,594	\$	1,868,113	\$	(36,481)	-1.9%
200	Operational Supplies	\$	105,713	\$	106,059	\$	99,544	\$	(6,515)	-6.1%
300	Facilities Oper./Maint.	\$	33,095	\$	33,552	\$	30,814	\$	(2,738)	-8.2%
400	Equip. Oper./Maint.	\$	289,835	\$	289,835	\$	312,738	\$	22,903	7.9%
500	Contract Services/Fees	\$	51,675	\$	51,675	\$	46,479	\$	(5,196)	-10.1%
Departmental Total		\$	2,296,146	\$	2,385,715	\$	2,357,688	\$	(28,027)	-1.2%

Police Services

552 Field Services Division

Expenditure Category

100	Employee Services	\$	2,619,778	\$	2,734,970	\$	2,663,749	\$	(71,221)	-2.6%
200	Operational Supplies	\$	36,605	\$	40,351	\$	38,934	\$	(1,417)	-3.5%
300	Facilities Oper./Maint.	\$	34,929	\$	34,949	\$	32,870	\$	(2,079)	-5.9%
400	Equip. Oper./Maint.	\$	250,841	\$	250,841	\$	276,783	\$	25,942	10.3%
500	Contract Services/Fees	\$	100,075	\$	100,075	\$	104,587	\$	4,512	4.5%
700	Capital Outlay	\$	-	\$	-	\$	5,196	\$	5,196	0.0%
800	Contributions/Contingencies	\$	15,000	\$	15,000	\$	15,000	\$	-	0.0%
Total		\$	3,057,228	\$	3,176,186	\$	3,137,119	\$	(39,067)	-1.2%

Exhibit "A" FY 2016-17 BUDGET AMENDMENT #2

Adopted Budget	Amendment #1	Amendment #2		Difference Add/(subtract)	% Change
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558 Animal Control

Expenditure Category

100	Employee Services	\$ 124,176	\$ 136,282	\$ 128,347	\$ (7,935)	-5.8%
200	Operational Supplies	\$ 33,000	\$ 33,000	\$ 4,201	\$ (28,799)	-87.3%
300	Facilities Oper./Maint.	\$ 11,153	\$ 11,153	\$ 9,767	\$ (1,386)	-12.4%
400	Equip. Oper./Maint.	\$ 11,881	\$ 11,881	\$ 23,315	\$ 11,434	96.2%
500	Contract Services/Fees	\$ 19,560	\$ 30,475	\$ 29,676	\$ (799)	-2.6%
700	Capital Outlay	\$ -	\$ 15,000	\$ 15,000	\$ -	0.0%
Total		\$ 199,770	\$ 237,791	\$ 210,306	\$ (27,485)	-11.6%

Departmental Total

\$ 3,256,998	\$ 3,413,977	\$ 3,347,425	\$ (66,552)	-1.9%
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Public Works

563 Street & Grounds Maintenance

Expenditure Category

100	Employee Services	\$ 771,360	\$ 741,043	\$ 669,021	\$ (72,022)	-9.7%
200	Operational Supplies	\$ 120,240	\$ 122,371	\$ 99,046	\$ (23,325)	-19.1%
300	Facilities Oper./Maint.	\$ 91,775	\$ 91,319	\$ 84,311	\$ (7,008)	-7.7%
400	Equip. Oper./Maint.	\$ 244,060	\$ 244,060	\$ 245,060	\$ 1,000	0.4%
500	Contract Services/Fees	\$ 126,018	\$ 117,683	\$ 143,289	\$ 25,606	21.8%
700	Capital Outlay	\$ -	\$ 5,410	\$ 5,407	\$ (3)	-0.1%
Total		\$ 1,353,453	\$ 1,321,886	\$ 1,246,135	\$ (75,751)	-5.7%

573 Engineering & Inspection Division

Expenditure Category

100	Employee Services	\$ 75,694	\$ 19,044	\$ 326	\$ (18,718)	-98.3%
200	Operational Supplies	\$ 2,880	\$ 2,676	\$ 1,816	\$ (860)	-32.1%
300	Facilities Oper./Maint.	\$ 2,150	\$ 200	\$ 547	\$ 347	173.6%
400	Equip. Oper./Maint.	\$ 11,235	\$ 12,015	\$ 15,785	\$ 3,770	31.4%
500	Contract Services/Fees	\$ 39,087	\$ 40,677	\$ 27,448	\$ (13,229)	-32.5%
Total		\$ 131,046	\$ 74,612	\$ 45,923	\$ (28,689)	-38.5%

Departmental Total

\$ 1,484,499	\$ 1,396,498	\$ 1,292,057	\$ (104,441)	-7.5%
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565 Parks and Recreation

Expenditure Category

100	Employee Services	\$ 308,188	\$ 315,391	\$ 308,641	\$ (6,750)	-2.1%
200	Operational Supplies	\$ 85,267	\$ 85,666	\$ 78,690	\$ (6,976)	-8.1%
300	Facilities Oper./Maint.	\$ 154,615	\$ 154,606	\$ 139,973	\$ (14,633)	-9.5%
400	Equip. Oper./Maint.	\$ 91,042	\$ 91,042	\$ 91,457	\$ 415	0.5%
500	Contract Services/Fees	\$ 163,308	\$ 163,308	\$ 177,323	\$ 14,015	8.6%
Total		\$ 802,420	\$ 810,013	\$ 796,085	\$ (13,928)	-1.7%

Internal Services

566 Facilities Maintenance

Expenditure Category

100	Employee Services	\$ 234,764	\$ 240,093	\$ 237,949	\$ (2,144)	-0.9%
200	Operational Supplies	\$ 23,899	\$ 23,899	\$ 21,705	\$ (2,194)	-9.2%
300	Facilities Oper./Maint.	\$ 107,345	\$ 136,299	\$ 151,699	\$ 15,400	11.3%
400	Equip. Oper./Maint.	\$ 8,878	\$ 8,878	\$ 8,964	\$ 86	1.0%
500	Contract Services/Fees	\$ 15,000	\$ 15,000	\$ 23,890	\$ 8,890	59.3%
Total		\$ 389,886	\$ 424,169	\$ 444,207	\$ 20,038	4.7%

Exhibit "A" FY 2016-17 BUDGET AMENDMENT #2

		Adopted Budget	Amendment #1	Amendment #2		Difference Add/(subtract)	% Change
575 Information Tech Division							
	Expenditure Category						
100	Employee Services	\$ 58,409	\$ 60,376	\$ 60,297	\$	(79)	-0.1%
200	Operational Supplies	\$ 900	\$ 900	\$ 855	\$	(45)	-5.0%
300	Facilities Oper./Maint.	\$ 1,056	\$ 1,056	\$ 995	\$	(61)	-5.8%
400	Equip. Oper./Maint.	\$ 6,500	\$ 6,500	\$ 6,638	\$	138	2.1%
500	Contract Services/Fees	\$ 47,339	\$ 47,339	\$ 41,473	\$	(5,866)	-12.4%
Total		\$ 114,204	\$ 116,171	\$ 110,258		\$ (5,913)	-5.1%
Departmental Total		\$ 504,090	\$ 540,340	\$ 554,464		\$ 14,124	2.6%
Non-departmental							
592	Expenditure Category						
500	Contract Services/Fees	\$ 107,535	\$ 178,875	\$ 179,295	\$	420	0.2%
700	Capital Outlay	\$ -	\$ 6,000	\$ 6,000	\$	-	0.0%
800	Contingencies/Transfers	\$ 289,110	\$ 693,506	\$ 599,905	\$	(93,601)	-13.5%
Departmental Total		\$ 396,645	\$ 878,381	\$ 785,200		\$ (93,181)	-10.6%
Total General Fund Expenditures		\$ 11,914,378	\$ 12,781,431	\$ 12,289,529		\$ (491,902)	-3.8%
Revenue less Expenditures		\$ 84,051	\$ (244,682)	\$ 326,725		\$ 571,407	

ORDINANCE NO. 2017-09

AN ORDINANCE OF THE CITY OF TAYLOR, TEXAS AMENDING ORDINANCE NO. 2017-09 ADOPTED ON MAY 25, 2017, MAKING APPROPRIATIONS FOR THE SUPPORT OF THE CITY FOR FISCAL YEAR BEGINNING OCTOBER 1, 2016 AND ENDING SEPTEMBER 30, 2017; BY AMENDING THE AMOUNT OF APPROPRIATIONS FOR THE GENERAL FUND 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, 2016 and ending September 30, 2017, 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, 2016 and ending September 30, 2017.

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 9th day of November, 2017.

PASSED, APPROVED, and ADOPTED on the 14th day of December, 2017.

Brandt Rydell, Mayor
City of Taylor, Texas

ATTEST:

Susan Brock, City Clerk



City Council Meeting November 9, 2017

STRATEGIC PILLAR

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

Agenda Item #:

6

Agenda Title:

Conduct Public Hearing and consider introducing Ordinance 2017-27 regarding a request for a Specific Use Permit for Auto Sales Use located at 1400 W. 2nd St.

Council Action to be taken: Conduct Public Hearing and introduce Ordinance

Department Submitted: Development Services

Staff Contact: Ashley Lumpkin, Director

1. PURPOSE/DESCRIPTION

The proposal is to establish the “New and Use Auto Sales” specific use by Specific on this legal nonconforming (both platting status and site development) property, which is not a permitted use in the (current zoning of) B-1 Local Business District.

2. STAFF ANALYSIS AND RECOMMENDATION (Why and How)

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

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

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

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

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

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

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

Auto Sales (Used) - Retail sales, or offering for sale, used automobiles or light load vehicles.

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

Analysis

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

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

The West 2nd Street corridor is the principal gateway into the City for the majority of trips, and especially of those of people who are new to or visiting Taylor. The roadway, which also acts as Business Highway 79 and underwent a significant reconstruction approximately five years ago, is owned and under maintenance control of the City. A large number of nonconforming uses, buildings, and site improvements exists on both the north and south sides of the roadway. Many of the properties are very old, in poor condition, and suffer from the original lot layout that occurred in the Doak Addition (circa 1891), which created small, residential-scale (at the time) lots. Most have transitioned to non-residential uses, which is appropriate when fronting a four-to-

five lane roadway, but do not lend themselves well to harmonious non-residential development per modern development standards.

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

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

RECOMMENDATION:

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

Findings for Approval:

1. The Conditions of Approval are meant to ensure a level of development that would improve upon the existing conditions of the property, and ensure that no negative impacts arise from the proposed use compared to those that could be expected from by-right permitted uses eligible to occur on the property.
2. The Comprehensive Plan Future Land Use map establishes the northern side of West 2nd Street as being appropriate for "Commercial" uses. This category is a wide-ranging distinction, and does not provide adequate guidance as to whether the sale of Automobiles is an inappropriate "commercial" use.
3. The B-2 Zoning District, which exists on several properties on the north side of 2nd Street, would permit the proposed use by-right, with no limitations on the number or location of automobiles.

Findings for Denial:

1. The property is already intensely utilized as an Automotive Repair business, with many vehicles moved about the south and east ends of the property in close proximity to 2nd and Vernon Streets.
2. Adding the authorization to store and display up to 5 vehicles for sale will only intensify the existing use, and impacts, of the property.
3. The current state of the property's development is Legal Nonconforming, meaning it could not develop in the same manner under the current development regulations, which are meant to create orderly development that minimizes impacts on surrounding streets and properties.
4. A homestead-exempt residential property (residence) exists adjacent to the north.

3. FUNDING SOURCE

None

4. TIMELINE CONSIDERATIONS

None

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

6. ATTACHMENTS

- 6a. [Ordinance 2017-27](#)
- 6b. [Ordinance Exhibit A](#) – Legal Description (Survey & Deed)
- 6c. [Ordinance Exhibit B](#) - Proposed Site Layout of property
- 6d. [Ordinance Exhibit C](#) – Proposed Conditions of Operation
- 6e. [Aerial Photo](#)

ORDINANCE NO. 2017-27

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

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

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

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

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

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

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

SECTION 2. The Property is approved for a Specific Use Permit to allow a New and Use Auto Sales use per the attached Site Layout and Conditions of Operation contained in Exhibits "B" and "C".

SECTION 3. All other terms and conditions contained in the official zoning map, except as amended herein, shall continue and remain in full force and effect.

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

SECTION 6. In accordance with Article VIII of the City Charter, Ordinance 2017-27 was introduced before the Taylor City Council on the 10th day of October, 2017.

PASSED, APPROVED, and ADOPTED on the _____ day of _____, 2017.

Brandt Rydell
Mayor

ATTEST:

Susan Brock, City Clerk

APPROVED AS TO FORM:

Ted W. Hejl,
City Attorney

CERTIFICATE

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

I, Susan Brock, being the current City Clerk of the City of Taylor, Texas, do hereby certify that the attached is a true and correct copy of Ordinance No. 2017-27, passed and approved by the City Council of the City of Taylor, Texas, on the _____ day of _____, 2017, and such Ordinance was duly introduced, passed, approved and adopted at meetings open to the public and notices of the meetings, giving the dates, places, and subject matter thereof, were posted as prescribed by Government Code Section 551.043.

Witness my hand and seal of office this _____ day of _____, 2017.

Susan Brock
City Clerk

EXHIBIT A

[Legal Description – Survey/Field Notes]

DRAFT

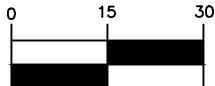
EXHIBIT B

SITE LAYOUT

DRAFT

EXHIBIT C:
CONDITIONS OF OPERATION:

DRAFT



SCALE: 1"= 30'



B. L. Bryan

IMPROVEMENTS EXIST ON
PROPERTY BUT WERE NOT
LOCATED AS THIS TIME
PER CLIENT'S REQUEST

LOT 3 AND THE NORTH 1/2 OF LOT 2,
BLOCK 56, DOAKS ADDITION
WARRANTY DEED W VENDOR'S LIEN
ROBERT KRUSE AKA ROBERT J. KRUSE AND
WIFE, BEATRICE KRUSE
TO
DIANE NAVARRETE
DOCUMENT # 1998042296 ORWC.
7-16-1998

P.O.C. 1/2" IRON ROD
FOUND AT NORTHEAST
CORNER OF BLOCK 56

+107.73

S01°00'18"W 192.70'

VERNON STREET

LOT 10

20' ALLEY (PER PLAT)

(C=75.58')

N01°00'18"E 75.58'

S89°24'52"E 123.27'
(C=123.27')

LOT 2
ORIGINAL LOT LINE

LOT 1 AND PART OF LOT 2, BLOCK 56,
DOAKS ADDITION
SPECIAL WARRANTY DEED W VENDOR'S
LIEN
ANDERSON, NEELY, SMITH, L.P.
TO
CAMERON A. HOBBS
DOCUMENT # 2013101297 OPRWC.
10-24-2013

0.214 ACRES
(9,316 SQ. FT.)

(C=123.27')

N89°24'52"W 123.27'

CONC ENTRY

CONC SW

CONC DRAIN

CONC DRAIN

LEGEND:

- 1/2" IRON ROD SET
- IRON ROD FOUND
- ✕ "X" SET IN CONCRETE
- WM WATER METER
- ⊕ FIRE HYDRANT
- ⊕ POWER POLE
- — — — — OVERHEAD ELECTRIC

NOTE: BEARINGS SHOWN HEREON BASED ON
TEXAS STATE PLANE COORDINATE SYSTEM
(CENTRAL ZONE) NAD 83, 93 ADJUSTMENT.

2ND STREET (HWY 79)

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

FLOOD NOTE:

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

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

TO: CAMERON HOBBS

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

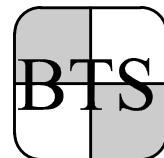
NOTE: NO TITLE COMMITMENT SUPPLIED OR REVIEWED FOR THIS PROJECT. PARTIES TO THIS TRANSACTION ARE RESPONSIBLE FOR VERIFICATION OF ALL EASEMENTS, COVENANTS AND CONDITIONS WHICH MAY AFFECT THIS TRACT BUT ARE NOT SHOWN HEREON.

SURVEYORS CERTIFICATE

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

DATE: AUGUST 3, 2017

BRYAN TECHNICAL SERVICES, INC.



911 NORTH MAIN
TAYLOR, TX 76574

PHONE: (512) 352-9090
FAX: (512) 352-9091

FIRM No. 10128500

surveying@austin.rr.com
bryantechnicalservices.com

GF B0008726 - W

Georgetown Title Company, Inc. (4)

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

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

DATE: October 24, 2013

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

GRANTOR'S MAILING ADDRESS:

105 RED OAK CT. GEORGETOWN, TX. 78628

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

GRANTEE'S MAILING ADDRESS:

1614 Laurel Street
Taylor, Texas 76574

CONSIDERATION:

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

PROPERTY (including any improvements):

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



DEED
4 PGS

2013101297

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

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

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

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

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

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

ANDERSON, NEELY, SMITH, L.P.

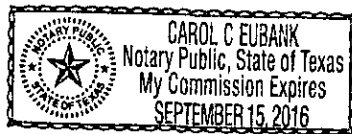
By: ANS PROPERTY MANAGEMENT, LLC,
General Partner

By: Richard S. Anderson
Printed Name: Richard S. Anderson
Title: Sole Member

STATE OF TEXAS)

COUNTY OF Williamson)

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





NOTARY PUBLIC, STATE OF TEXAS

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

EXHIBIT "A"

STATE OF TEXAS
COUNTY OF WILLIAMSON

July 25, 2001

0.214 ACRE

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

COMMENCING at a $\frac{1}{2}$ " Iron Rod found for the Northeast corner of said Block 56 in a line for the West line of Vernon Street; **THENCE** South $04^{\circ}25'01''$ West with a line for the East line of said Block 56, same being for the West line of Vernon Street, passing a $\frac{1}{2}$ " Iron Rod found for the Northeast corner of Lot Three (3), also for the Southeast corner of Lot Four (4), both of Block 56, at 108.06 feet (c = 108 feet), and continuing with said East line of said Block 56 an additional 84.65 feet to a $\frac{1}{2}$ " Iron Rod set at the Northeast corner of subject tract, same being for the Northeast corner of said "Exhibit B" and the **PLACE OF BEGINNING** of this description;

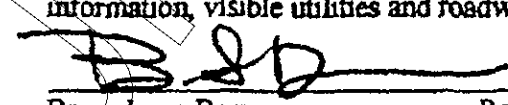
THENCE South $04^{\circ}25'01''$ West, continuing with said East line of said Block 56, same being for the West line of Vernon Street and for the East line of said "Exhibit B", a distance of 75.58 feet (c = 76 feet) to a $\frac{1}{2}$ " Iron Rod set at the Southeast corner of subject tract, same being for the Southeast corner of said "Exhibit B" in a line for the North line of 2nd Street (US Highway No. 79);

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

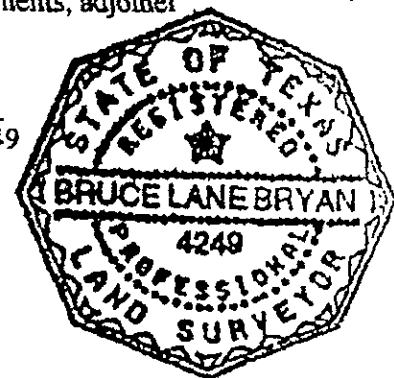
THENCE North $04^{\circ}25'01''$ East with said East line of alley, same being for the West line of said "Exhibit A" and for the West line of said Lot One (1) and Lot Two (2), a distance of 75.58 feet (c = 76 feet) to a $\frac{1}{2}$ " Iron Rod found for the Northwest corner of said "Exhibit A"; found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

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

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


Bruce Lane Bryan

Registered Professional Land Surveyor No. 4249



C/H Georgetown Title Company, Inc.

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS 2013101297

Nancy E. Rister

10/25/2013 03:29 PM

CPHELPS \$33.00

NANCY E. RISTER, COUNTY CLERK

WILLIAMSON COUNTY, TEXAS

Unofficial Document

ATTACHMENT 3 -
PROPERTY SITE LAYOUT

Version 5 sheet

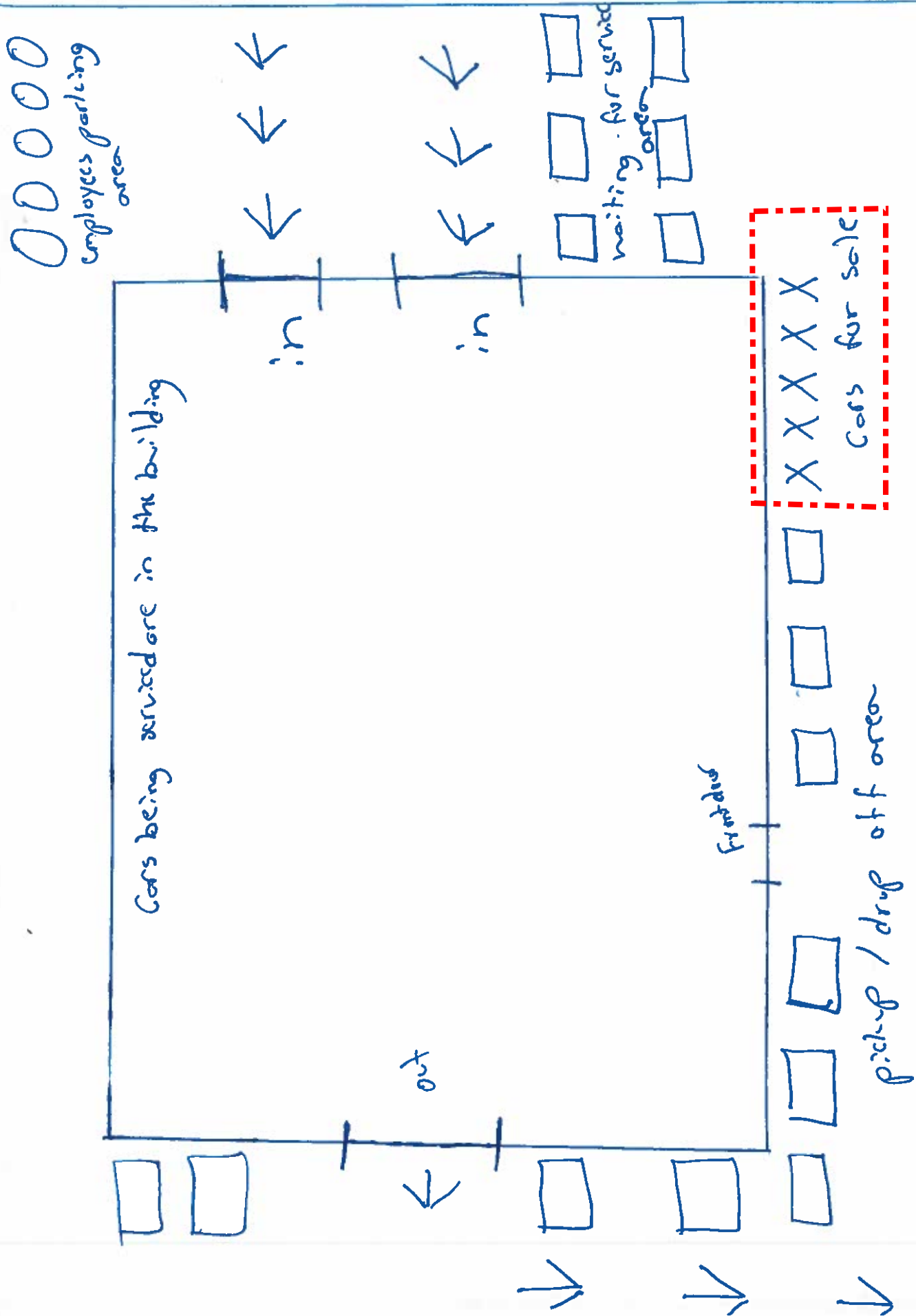


EXHIBIT C

Proposed Conditions of Operation

1. Applicability - The Specific Use Permit shall be for Cameron Hobbs (Owner of Property and Premier Automotive) to perform the "New and Used Auto Sales" use located on, and within the existing site features of, the property, as shown on Exhibit B and per these Conditions. No changes or improvements are proposed.
2. Expiration - The Specific Use Permit shall cease to be valid when/if Cameron Hobbs is no longer the property tenant, Owner, or operator of the business known as Premier Automotive conducting the "New and Use Auto Sales" use on or within the property.
3. Outdoor Display # - Maximum number of for-sale Automobiles to be displayed outside the building shall not exceed five (5).
4. Outdoor Display Location - The area for Outdoor display of for-sale Automobiles shall be per Exhibit B, in the southeast corner of the property.
5. All applicable Zoning Ordinance, Building Code, and Fire Code requirements for the establishment of the "New and Used Auto Sale" use shall be met during the Certificate of Occupancy process.

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





City Council Meeting October 12, 2017

STRATEGIC PILLAR

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

Agenda Item #: 7

Agenda Title: Receive presentation from Halff and Associates and consider recommendations regarding MDUS Projects

Council Action to be taken: Receive presentation and consider approving funding

Department Submitted: Public Works

Staff Contact: Jim Gray, Director

1. PURPOSE/DESCRIPTION

The purpose of this presentation is to give Council information to make a decision regarding funding the first 8 projects from the MDUS Study.

2. STAFF ANALYSIS AND RECOMMENDATION (Why and How)

Staff recommends Council receive the update report and move forward with solicitation of bids for the first 8 MDUS projects.

- Paula Lane and Medical Parkway
- 800 Kirk Street
- Sam's Street/Laurel Street
- Booth and Oak
- Greenlawn/Oak lawn and Bull Branch
- 2709 Kelly Lane
- 1806 N Lynn Street
- 1608 thru 1611 Castlewood Court

3. FUNDING SOURCE

The funds for the project would come from three sources. Existing bond funds \$145,000, MDUS funds \$175,000, and TUF funding of approximately \$200,000. Construction for the project is estimated at \$481,121. The testing and inspection is estimated to be an additional \$30,000.

4. TIMELINE CONSIDERATIONS

If Council determines to move forward with the project the engineers will put bids out and we will bring a bid award back to Council later this year or early in 2018.

5. OTHER OPTIONS (In order of preference)
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6. ATTACHMENTS

- 7a. [Cost estimates](#)
- 7b. [List of Projects](#)

CITY OF TAYLOR MDUS TASK 3: DRAINAGE & ROADWAY IMPROVEMENTS
ENGINEER'S ESTIMATE OF PROBABLE CONSTRUCTION COSTS
90% SUBMITTAL

DATE PREPARED: 10/19/17
PREPARED BY: HALFF ASSOCIATES
HA PROJ. NO.: 30244.003

DRAINAGE IMPROVEMENTS

PAY ITEM NO.	DESCRIPTION	UNITS	TOTAL ITEM QTY	UNIT PRICE	ITEM COST
DRAINAGE					
110-6002	EXCAVATION (CHANNEL)	CY	1059	\$ 20.00	\$ 21,180
402-6001	TRENCH EXCAVATION PROTECTION	LF	133	\$ 3.00	\$ 399
420-6007	CONCRETE DRAINAGE FLUME	CY	72	\$ 700.00	\$ 50,400
432-6001	CONC. RIP RAP (4-IN)	CY	3	\$ 400.00	\$ 1,200
432-6020	MORTARED ROCK RIP RAP	CY	39	\$ 350.00	\$ 13,650
464-6003	RC PIPE, 18" (CL III)	LF	133	\$ 75.00	\$ 9,975
465-6005	PRECAST JCTBOX (COMPLETE) (PJB) (3' X 3')	EA	1	\$ 3,000.00	\$ 3,000
464-6009	CORE TO EXISTING AREA INLET	EA	1	\$ 750.00	\$ 750
465-6054	PRECAST JCT LID (COMPLETE) (PSL) (SL) (3' X 3')	EA	1	\$ 3,700.00	\$ 3,700
465-6162	INLET (COMPLETE) (PAZD) (FG) (4' X 4')	EA	1	\$ 5,000.00	\$ 5,000
Subtotal DRAINAGE =					\$ 109,254.00

EROSION CONTROL

160-6003	FURNISHING AND PLACING TOPSOIL (4")	SY	1675	\$ 5.00	\$ 8,375
164-6007	BROADCAST SEED (PERMANENT) (URBAN) (CLAY)	SY	3829	\$ 0.35	\$ 1,340
164-6009	BROADCAST SEED (TEMPORARY) (WARM)	SY	3829	\$ 0.25	\$ 957
168-6001	VEGETATIVE WATERING	MG	115	\$ 7.90	\$ 909
506-6002	ROCK FILTER DAMS (INSTALL) (TY2)	LF	35	\$ 30.00	\$ 1,050
506-6011	ROCK FILTER DAMS (REMOVE)	LF	35	\$ 10.00	\$ 350
506-6024	STABILIZED CONSTRUCTION ENTRANCE (REMOVE)	SY	79	\$ 15.00	\$ 1,185
506-6020	STABILIZED CONSTRUCTION ENTRANCE (INSTALL)	SY	79	\$ 35.00	\$ 2,765
506-6038	TEMP SEDIMENT CONTROL FENCE - INSTALL	LF	2,139	\$ 3.50	\$ 7,487
506-6039	TEMP SEDIMENT CONTROL FENCE- REMOVE	LF	2,139	\$ 1.25	\$ 2,674
506-6047	CURB INLET PROTECTION	LF	40	\$ 10.00	\$ 400
1004-6001	TREE PROTECTION	EA	6	\$ 500.00	\$ 3,000
Subtotal EROSION CONTROL =					\$ 30,491.15

ROADWAY IMPROVEMENTS

PAY ITEM NO.	DESCRIPTION	UNITS	TOTAL ITEM QTY	UNIT PRICE	ITEM COST
REMOVAL					
100-2009	REMOVE TREE (12"-24")	EA	3	\$ 800.00	\$ 2,400.00
104-6015	REMOVE CONCRETE CURB (ALL TYPES)	LF	663	\$ 7.50	\$ 4,972.50
104-6015	REMOVE CONCRETE SIDEWALK	SY	14	\$ 11.50	\$ 161.00
104-6017	REMOVE DRIVEWAYS (CONCRETE, GRAVEL, ASPHALT)	SY	309	\$ 25.00	\$ 7,725.00
104-6031	REMOVE EXIST CONCRETE HEADWALL (STRUCTURE)	CY	1	\$ 150.00	\$ 150.00
105-6070	REMOVE STABILIZED BASE & ASPHALT PAVEMENT (2"-8")	SY	1,546	\$ 7.50	\$ 11,595.00
479-6003	REMOVE EXISTING INLET	EA	1	\$ 1,000.00	\$ 1,000.00
550-6003	REMOVE CHAIN LINK FENCE	LF	182	\$ 8.50	\$ 1,547.00
	REMOVE & PRESERVE VINYL FENCE	LF	73	\$ 15.00	\$ 1,095.00
COT 1.0	REMOVE LANDSCAPING, CUT & PLUG IRRIGATION	LS	1	\$ 500.00	\$ 500.00
COT 2.0	REMOVE DEBRIS FROM STORM DRAIN	LF	140	\$ 25.00	\$ 3,500.00
Subtotal REMOVAL =					\$ 34,645.50

ROADWAY

100-6002	PREPARING ROW	STA	16	\$ 1,000.00	\$ 16,000.00
110-6001	EXCAVATION	CY	119	\$ 20.00	\$ 2,380.00
132-6004	EMBANKMENT (FINAL) (DENSITY CONTROLLED) (TY B)	CY	96	\$ 17.00	\$ 1,632.00
310-6009	PRIME COAT (MC-30)	GAL	366	\$ 7.00	\$ 2,562.00
432-6002	VALLEY GUTTER (CONCRETE) (5 IN)	CY	6	\$ 700.00	\$ 4,200.00
529-6008	CONCRETE CURB (ALL TYPES)	LF	906	\$ 30.00	\$ 27,180.00
530-6004	DRIVEWAYS (CONCRETE)	SY	358	\$ 125.00	\$ 44,750.00
531-6001	CONCRETE SIDEWALKS (4")	SY	10	\$ 57.00	\$ 570.00
340-6050	D-GR HMA (SQ) TY-C PG70-22, 2"	TON	162	\$ 125.00	\$ 20,250.00
340-6051	D-GR HMA (SQ) TY-B PG70-22, 8"	TON	192	\$ 200.00	\$ 38,400.00
550-6001	INSTALL CHAIN LINK FENCE 6' HIGH	LF	203	\$ 30.00	\$ 6,090.00
	RELOCATE VINYL FENCE	LF	73	\$ 20.00	\$ 1,460.00
506-6034	TEMPORARY CONSTRUCTION FENCE (6' HIGH)	LF	130	\$ 10.00	\$ 1,300.00
644-2001	INSTALL ROAD SIGN	EA	4	\$ 450.00	\$ 1,800.00
COA802S	CIP SIGN	EA	2	\$ 750.00	\$ 1,500.00
Subtotal ROADWAY =					\$ 170,074.00

MOBILIZATION / TRAFFIC CONTROL

500-6001	MOBILIZATION @ 10%	LS	1	10%	\$ 25,631.26
502-6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	4	\$ 10,000.00	\$ 40,000.00
Subtotal MOBILIZATION / TRAFFIC CONTROL =					\$ 65,631.26

SUBTOTAL - ROADWAY IMPROVEMENTS =	\$ 270,360.00
SUBTOTAL - DRAINAGE & E.S. IMPROVEMENTS =	\$ 139,750.00
CONTINGENCY (10%) =	\$ 41,011.00
ROADWAY & UTILITY IMPROVEMENTS TOTAL =	\$ 451,121.00

THIRD PARTY INSPECTION ESTIMATE (ALLIANCE TRANS. GROUP)* \$ 30,000.00

TOTAL PROJECT - DRAINAGE & ROADWAY IMPROVEMENTS = \$ 481,121.00

* Estimate based on matching scope of Edmonds Project inspection. 2 hrs/day inspection and construction materials testing.

THIS STATEMENT WAS PREPARED UTILIZING STANDARD COST AND/OR QUANTITY ESTIMATE PRACTICES. IT IS UNDERSTOOD AND AGREED THAT THIS IS A STATEMENT OF PROBABLE CONSTRUCTION COST ONLY, AND THE ENGINEER SHALL NOT BE LIABLE TO THE OWNER OR TO ANY THIRD PARTY FOR ANY FAILURE TO ACCURATELY ESTIMATE THE COST AND/OR QUANTITIES FOR THE PROJECT, OR ANY PART THEREOF. UNIT PRICES ARE IN CURRENT DOLLARS AND SHOULD BE ADJUSTED AS REQUIRED IF LETTING SCHEDULE FOR PROJECT IS DELAYED.



City of Taylor MDUS CIP Projects Update

November 9, 2017





Overview of Scope

Edmond Mills – Preliminary Assessment

STATUS: COMPLETE

Donna Drainage – Review Previous Study. Develop Construction Documents

STATUS: Analysis complete. Alternatives Developed. Design on Hold

Preliminary Assessments of 32 additional site/projects

STATUS: COMPLETE

Feb, 2017 Town Board Meeting - Presentation of priority listing and initial phase of MDUS construction projects.

STATUS: COMPLETE

June 2017 – Edmond Mills Construction Project begins, MDUS Funded

STATUS: CONSTRUCTION 40% COMPLETE, EST. JAN 2018 COMPLETION

Feb, 2017 – City authorized Halff to design 8 MDUS locations based on available funding.

STATUS: DESIGN COMPLETE, EASEMENT ACQUISITION ONGOING



MDUS Cost Estimate (8 locations)

Roadway Improvements:	\$270,360
Drainage Improvements:	\$139,750
Contingency:	\$41,011
Subtotal:	\$451,121
Third Party Inspection:	\$30,000
Overall Project Total:	\$481,121



MDUS Schedule

Notice to Paper:	Dec 13, 2017
Bidding goes live:	Dec 17, 2017 (Sunday Print)
Bid Opening:	Jan 12, 2018
Engineer recommendation of bid by:	Jan 16, 2018
City Council awarding project:	Jan 25, 2018
NTP Issued:	Feb 5, 2018
Construction Complete:	May 7, 2018



Questions or Discussion?



City Council Meeting November 9, 2017

STRATEGIC PILLAR

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

Agenda Item #: 8

Agenda Title: Receive update and consider amending economic development agreement for hotel project.

Council Action to be taken: Receive update and amend agreement as presented.

Department Submitted: Development Services

Staff Contact: Ashley Lumpkin, Director
Nimesh Patel, Developer

1. PURPOSE/DESCRIPTION

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

2. STAFF ANALYSIS AND RECOMMENDATION (Why and How)

Now that Mr. Nimesh Patel, Sadya Capital LLC, has completed the rezone of the property, received approval on the final plat, and is moving forward with his schedule.

- Final site and construction plans on schedule to be approved by both City and IHG by end of November, 2017, including issuance of permits
- General Contractor (GC) final selection, value engineering completion, and closing on the construction loan in December, 2017
- Ground breaking by January 31, 2018
- Construction completed and secure Certificate of Occupancy by February 29, 2019 (GC will provide a detailed timeline with milestone dates to be shared with Council)

3. FUNDING SOURCE

4. TIMELINE CONSIDERATIONS

The original 380 agreement approved by Council has a timeline that stipulates construction begin in May, 2017 and a Certificate of Occupancy (CO) is to be obtained prior to June 1, 2018. Attachment “B” includes the changes requested by Mr. Patel printed in **RED** on pages 4, 9, 10, 14, 18 and 19 and includes:

- Page 9, Section “C” and Page 10, Section “D” changes the date to secure the Certificate of Occupancy (C.O.) from January to February 28, 2019.
- Page 4 and Page 14, Section “F”: provides two fire access lanes
- Page 18 and 19, Section 12: terminates contract and further obligation if project is not completed before Feb. 29, 2019
- Use 2019 as the initial quantifying tax year
- If valuation for 2019 tax year is below what is in the agreement, developer will return incentives up to that point and forgo continuing incentives until the valuation of the property meets those in the agreement

5. OTHER OPTIONS (In order of preference)

6. ATTACHMENTS

8a. [Current and amended](#) 380 Agreement for Hotel

**SADYA CAPITAL, LLC
AND
THE CITY OF TAYLOR, TEXAS**

**AMENDED AND RESTATED
CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT**

RECITALS:

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

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

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

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

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

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

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

La Quinta

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

Holiday Inn Express

<http://development.ihg.com/s/amer-BrochurePDFViewer?brochureOfBrand=holidayinnexpress>

Hampton Inn

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

Comfort Suites

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

- b. An Approved Brand Hotel in the CITY is required for the economic incentives offered by the CITY in this Agreement. Consequently, SADYA shall be obligated to construct and operate the Hotel using the guidelines and franchise agreements by the Approved Brand Hotel and as required herein;
- c. the room doors shall open inside the Hotel and not to the outside;
- d. the Hotel shall have one (1) or more public meeting rooms with a combined square footage usable by public meeting room occupants for a fee, which square footage shall not include storage capacity required for use of the public meeting rooms, in an amount of no less than One Thousand One Hundred (1,100) square feet ("Civic Center");
- e. the Hotel and Civic Center shall be of the type and quality approved by the CITY as a prerequisite condition to this Agreement, which approval shall be granted for the following brands:

La Quinta

Holiday Inn Express

Hampton Inn

Comfort Suites

- f. the Hotel and Civic Center shall be constructed on the real property described in Exhibit "A" attached hereto and incorporated by reference herein ("Property");
- g. SADYA shall operate the Hotel and Civic Center on the Property as a Hotel business during the term of this Agreement. Notwithstanding, SADYA will be entitled to transfer the benefits accruing to SADYA for the economic incentives, reimbursement grants, and Civic Center rental payments provided in this Agreement to one "Affiliated Entity" for the operation of the Hotel and Civic Center. As used in this Agreement, the term "Affiliated Entity" means any partnership, corporation, company, or legal entity controlled by NIMESH D. PATEL AND DILIP B. PATEL. For purposes of the definition of Affiliated Entity, the term "controlled by" shall mean the majority ownership interest in allowing legal control of the Affiliated Entity. SADYA shall provide information required by the CITY to verify that the Hotel and Civic Center operation is controlled by SADYA or the Affiliated Entity. The CITY will, after verification of the Affiliated Entity ownership, permit the assigned economic incentives, Civic Center rental payments and reimbursement grants to be paid to the Affiliated Entity. Except with respect to the assignment of rights under this Agreement to the Affiliated Entity, SADYA shall not assign this Agreement or any of its rights under this Agreement without the prior written consent of the CITY, which consent shall be at the sole option of the CITY; and
- h. as used in this Agreement, the obligations, terms and conditions required for SADYA shall be deemed the same obligations, terms and conditions imposed on the Affiliated Entity in order to make this Agreement applicable to both. All remedies allowed by the CITY under this Agreement for default by SADYA shall be applicable to the Affiliated Entity. The Affiliated Entity shall execute instruments necessary to make it fully compliant with the terms and provisions of

this Agreement as a condition for payment of the CITY Hotel Occupancy Tax reimbursement grants; and

- i. SADYA shall provide two (2) fire access lanes by either easement or plat dedication with two (2) separate entrances to such fire access lanes, as shown in Exhibit "C" attached hereto and incorporated by reference herein for all purposes, traversing the Property from East to West on the North side of the Property and on the South side of the Property in a manner acceptable to the CITY, allowing the CITY adequate access for fire protection and fire prevention of the Hotel and Property and all improvements located thereon.

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

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

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

AGREEMENT:

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

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

- 2.1 **Lease.** In consideration of the covenants, agreements, and conditions set forth herein, SADYA does hereby lease, let, demise and rent for the Lease Term and the CITY does hereby rent and lease from SADYA the Civic Center as set forth herein for purposes of a municipal Civic Center.
- 2.2 **Rent.** Subject to the continued satisfaction of the terms and conditions of this Agreement by SADYA, and provided SADYA has timely caused completion of construction of the Hotel and Civic Center to occur, and shall not have an uncured default or breach in this Agreement or a related agreement, the CITY shall, during the Lease Term, pay to SADYA or such entity as SADYA shall be authorized to designate in this Agreement, Rent for the use and occupancy of the Civic Center and as consideration for SADYA's management of the Civic Center for the CITY. Any payment made by the CITY hereunder is limited to the extent of the lawfully available funds from the CITY's receipts from the collection of the CITY Hotel Occupancy Tax revenue imposed pursuant to Chapter 351, Tax Code, attributable to the occupancy of sleeping rooms at the Hotel in the amounts set forth in 4.B below.
- 2.3 **Lease Term.** The Lease shall be for the term of this Agreement.
- 2.4 **Rent Payment.** Rent payment shall be according to the terms and provisions of 4.B. below.

2.5. **Conditions of Use.**

- (a) **SADYA Exclusive Use.** SADYA shall have exclusive use of the Hotel and Civic Center, except the CITY may use the Civic Center for the purposes of a municipal Civic Center as set forth in 2.5(b).
- (b) **CITY Use.** The CITY shall be entitled to use of the Civic Center at least four (4) times each calendar year during the term of this Agreement, unless otherwise agreed by the parties hereto, (each use not to exceed two (2) consecutive days) upon thirty (30) days prior written notice, and at additional times as may be agreed by the parties when available. All other use of the Civic Center shall be at times mutually approved by SADYA and the CITY. SADYA shall provide the use of the Civic Center to the CITY in consideration of the Lease Payment, which shall be deemed to be payment in full for the use of the Civic Center. Any costs of food, setup, cleaning, equipment or furnishings rental, or other services required in the use of the Civic Center shall be paid for by CITY. To the extent any such services are provided by SADYA, such services shall be provided at the cost paid by SADYA for such services, without markup. Uses must conform to the Approved Brand Hotel uses, except that the CITY is not required to use the food and beverage services of the Hotel and Conference Center, if any, and may cater food and beverages during the permitted periods of CITY use.
- (c) **Civic Center Standards.** SADYA shall equip and furnish the Civic Center in such a manner that it is readily useable by the CITY as a municipal civic center for the booking of business conventions, meetings, and similar activities. SADYA shall keep and maintain the Civic Center in a good state of appearance and repair (except for reasonable wear and tear) at SADYA's own expense. CITY shall be responsible for, and pay for any damages to, the Civic Center, or promptly repair any

such damages that occur during the CITY's use of the Civic Center.

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

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

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

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

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

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

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

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

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

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

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

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

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

Beginning on the sixth (6th) anniversary date from the date the Certificate of Occupancy is issued, the CITY will pay to

SADYA a monthly rental payment equal to ninety percent (90%) of the CITY Hotel Occupancy tax paid on the Hotel.

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

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

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

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

The rental payments shall terminate, if not terminated earlier, on the eleventh (11th) anniversary date from the date the Certificate of Occupancy is issued to the Hotel and Civic Center. The rental payment in the last year, or earlier termination date of this Agreement, shall be prorated to the termination date, if the termination is not at the end of a calendar year.

In the event that the CITY decreases the tax percentage rate of the CITY Hotel Occupancy Tax after the date of this Agreement, the amount of the rental payments shall continue to be determined based on the CITY Hotel Occupancy Tax percentage rate in effect on the date of this Agreement.

- C. In the event the Hotel construction is not commenced by demolition of an existing structure from the Property prior to May 1, 2017, or in the event a Certificate of Occupancy is not issued to the Hotel and Civic Center prior to **February 28, 2019**,

or in the event the Hotel construction cost does not comply with 5.A. below, then in that event this Agreement shall terminate without obligation or liability to the CITY, subject to the provisions of Section 12.

- D. Notwithstanding anything stated in this Agreement to the contrary, SADYA must comply with the construction cost required in 5.A. below and must obtain the Hotel and Civic Center Certificate of Occupancy prior to **February 28, 2019**, and failure to do so shall terminate this Agreement without obligation to the CITY, subject to the provisions of Section 12. Hotel “construction costs” as used in this Agreement in regards to the Hotel and Civic Center shall include all development, engineering, architectural, material, labor, delivery, improvement, installation, and other costs incurred by SADYA or the Affiliated Entity in connection with the construction of the Hotel and Civic Center, including but not limited to costs incurred by SADYA for the building of the Hotel and Civic Center, improvements necessary for access to the Hotel and Civic Center, utilities installation, storm water runoff improvements, loan costs, the purchase price for any real estate and easements necessary or appropriate for the construction of the Hotel and Civic Center, and other similar items paid by SADYA.
- E. **WAIVER OF FEES.** The CITY will waive all CITY building permit fees, impact fees and tap fees resulting from construction of the Hotel and Civic Center in which the Hotel business shall operate.
- F. **CASH GRANTS.** The CITY will make an annual cash grant not exceeding Twenty Thousand and No/100 Dollars (\$20,000.00) to SAYDA on the same date the CITY is obligated make the CITY ad valorem property tax reimbursement grant to SADYA for the years 2019, 2020, 2021, 2022 and 2023 during the term of this Agreement (“Cash Grants”). The Cash Grant shall be subject to the same valuation requirements for the Hotel, the reduction or termination provisions set forth in this Paragraph 5, and all other conditions of this Agreement. Notwithstanding anything

stated herein to the contrary, the Cash Grants shall never exceed One Hundred Thousand and No/100 Dollars (\$100,000.00).

G. **INFRASTRUCTURE GRANT.** The CITY will install water and wastewater lines to the Property servicing such Property with one or more water lines and wastewater lines of a size and grade as determined by the CITY ("Lines"). Conditions required for the Infrastructure Grant are the following:

1. The Property and any other property to be serviced by the Lines, must be properly platted with easements required by the CITY allowing installation and maintenance of the Lines in the manner required by the CITY.
2. The cost to be paid by the CITY for the installation of the Lines shall not exceed \$105,000.00, and any additional cost for installation of the Lines shall be paid by SADYA.
3. The CITY shall be entitled to and shall require a reimbursement ordinance deemed reasonable and appropriate allowing the CITY to obtain reimbursement of its cost for the Lines by subsequent users of the Lines.

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

- A. The Hotel and Civic Center must have a construction cost of no less than Four Million One Hundred Thousand and No/100 Dollars (\$4,100,000.00), which shall be verified by the CITY prior to any grant or Civic Center rental payments. In the event the cost is less than Four Million One Hundred Thousand and No/100 Dollars (\$4,100,000.00), this Agreement shall terminate with no further obligation or liability on the CITY.
- B. In the event the Hotel is valued less than Two Million Seven Hundred Thousand and No/100 Dollars (\$2,700,000.00), but

more than Two Million Five Hundred Thousand and No/100 Dollars (\$2,500,000.00), by the Williamson Central Appraisal District in any one the years of, 2019, 2020, 2021 or 2022 during the term of this Agreement, the CITY ad valorem tax reimbursement grants, Civic Center rental payments and Cash Grants shall be reduced to one-half (1/2) of the amount that would have been allowed in Paragraphs 4.A. (Ad Valorem Tax Reimbursement), 4.B. (Civic Center Rent) and 4.F. (Cash Grants) above. In the event the valuation is less than Two Million Five Hundred Thousand and No/100 Dollars (\$2,500,000.00) in any one of the years 2019, 2020, 2021, or 2022, all CITY ad valorem tax reimbursement grants (Paragraph 4.A.), Civic Center rental payments (Paragraph 4.B.) and Cash Grants (Paragraph 4.F.) shall terminate until the Hotel and Civic Center value again attains the value required in this Paragraph 5 in the year for which the value is required.

- C. In the event the Hotel and Civic Center is valued less than Two Million Nine Hundred Thousand and No/100 Dollars (\$2,900,000.00), but more than Two Million Seven Hundred Thousand No/100 Dollars (\$2,700,000.00), by the Williamson Central Appraisal District in any one the years of 2023, 2024, or 2025 during the term of this Agreement, all CITY ad valorem property tax reimbursement grants (Paragraph 4.A.), Civic Center rental payments (Paragraph 4.B.) and Cash Grants (Paragraph 4.F.) shall be reduced to one-half (1/2) of the amount that would have been allowed in Paragraphs 4.A., 4.B. and 4.F. above. In the event the valuation is less than Two Million Seven Hundred Thousand and No/100 Dollars (\$2,700,000.00) in any one of the years 2023, 2024 or 2025, all CITY ad valorem property tax reimbursement grants, Civic Center rental payments and Cash Grants shall terminate until the Hotel and Civic Center value again complies with the values required in this Paragraph 5.
- D. In the event the Hotel and Civic Center is valued less than Three Million One Hundred Thousand and No/100 Dollars (\$3,100,000.00), but more than Two Million Nine Hundred Thousand and No/100 Dollars (\$2,900,000.00), by the Williamson Central Appraisal District in any one of the years of

2026, 2027, or 2028, during the term of this Agreement, the CITY ad valorem property tax reimbursement grants (Paragraph 4.A.), Civic Center rental payments (Paragraph 4.B) and Cash Grants (Paragraph 4.F.) shall be reduced to one-half (1/2) of the amount that would have been allowed in Paragraphs 4.A., 4.B. and 4.F. above. In the event the valuation is less than Two Million Nine Hundred Thousand Dollars (\$2,900,000.00) in any one of the years 2026, 2027, or 2028, all CITY ad valorem tax reimbursement grants (Paragraph 4.A.), Civic Center rental payments (Paragraph 4.B.) and Cash Grants (Paragraph 4.F.) shall terminate until the Hotel and Civic Center value again attains the value required in this Paragraph 5 in the year for which the value is required.

E. All CITY ad valorem tax reimbursement grants (Paragraph 4.A.), Civic Center rental payments (Paragraph 4.B.) and Cash Grants (Paragraph 4.F.) require compliance with the Hotel and Civic Center values required in this Agreement. All CITY ad valorem tax reimbursement grants, Civic Center rental payments and Cash Grants shall be reduced or cease when the values assessed by the Williamson Central Appraisal District fail to meet the values required in this Agreement. The CITY ad valorem tax reimbursement grants, Civic Center rental payments and Cash Grants shall be reinstated when the Williamson Central Appraisal District value shows compliance with the Hotel and Civic Center values required in this Agreement.

F. The Hotel shall:

1. be no less than a sixty-five (65) room Hotel with the Civic Center and strictly comply with the construction, franchise obligations, and operating requirements of the Approved Brand Hotel;
2. have room doors that open to the inside of the Hotel building and not outside the Hotel, requiring Hotel occupants to enter Hotel rooms from inside the Hotel;

3. the Hotel shall have one (1) or more public meeting rooms with a combined square footage usable by public meeting room occupants, which square footage shall not include storage capacity required for use of the public meeting rooms, in an amount of no less than One Thousand One Hundred (1,100) square feet which shall be the Civic Center as required in this Agreement and the Recitals to this Agreement;
 4. be the type and quality approved by the CITY as one of the Approved Brand Hotel as a prerequisite to this Agreement;
 5. be operated by SADYA or a SAYDA Affiliated Entity as a Hotel business with the Civic Center during the term of this Agreement in compliance with the Approved Brand Hotel's requirements and guidelines.
 6. SADYA shall provide two (2) fire access lanes by either easement or plat dedication with two (2) separate entrances to such fire access lanes, as shown in Exhibit "C" attached hereto and incorporated by reference herein for all purposes, traversing the Property from East to West on the North side of the Property and on the South side of the Property in a manner acceptable to the CITY, allowing the CITY adequate access for fire protection and fire prevention of the Hotel and Property and all improvements located thereon.
- G. The Hotel and Civic Center must obtain a Certificate of Occupancy prior to February 28, 2019. Failure to commence demolition of an existing structure from the Property prior to May 1, 2017, or failure to obtain the Hotel and Civic Center Certificate of Occupancy prior to February 28, 2019, and meet the minimum Civic Center requirements of Paragraph 5.A., or failure to comply with any of the requirements of this Agreement shall terminate this Agreement with no obligation on or liability to the CITY, subject to the provisions of Section 12.

- H. The Hotel and Civic Center must have a construction cost of no less than Four Million One Hundred Thousand and No/100 Dollars (\$4,100,000.00), which shall be verified by the CITY prior to any grant payments. In the event the cost is less than Four Million One Hundred Thousand and No/100 Dollars (\$4,100,000.00), this Agreement shall terminate with no obligation to the CITY.
 - I. SADYA and any Affiliated Entity of SADYA shall furnish the CITY information deemed by the CITY to be reasonable or necessary to verify compliance with this Agreement and to determine if a Chapter 380 payment should be made.
6. With respect to each Chapter 380 Payment for reimbursement of CITY ad valorem property taxes described above, SADYA shall notify the CITY in writing of any sums paid by SADYA to the Williamson County tax collection authority in the form of CITY ad valorem property taxes during the term of this Agreement on or before February 1 each year during the term of this Agreement (the "Tax Notice"). The CITY's Chapter 380 Payments to SADYA with respect to the CITY ad valorem revenue shall be based on the amount stated in the Tax Notice, which shall be verified by the CITY. Chapter 380 Payments for CITY ad valorem property tax reimbursements shall be paid to SADYA by the CITY on an annual basis for the preceding year, on or before May 1 following the tax year for which they were paid. For example, the first Chapter 380 Payment for CITY ad valorem property tax reimbursement by the CITY to SADYA shall be based on taxes paid for the year 2019, and shall be paid on or before May 1, 2020, and the last such payment shall be based on taxes paid for the year 2028, and shall be paid on or before May 1, 2029, notwithstanding the Termination Date.

With respect to each Civic Center rental payment, the rental payments will be made monthly based on the amount of the CITY Hotel Occupancy Tax actually paid by SADYA to the CITY. The CITY will pay the Civic Center rental payment to SAYDA on or before three (3) months after the CITY received its Hotel Occupancy Tax payment from the Hotel.

With respect to the Cash Grants, the Cash Grants must be requested by SADYA on the same date that SADYA requests its ad valorem tax reimbursement grant and the CITY will pay SADYA the cash grant on the same date that the CITY pays SADYA its ad valorem tax reimbursement grant).

All CITY ad valorem tax reimbursement grants, Civic Center rental payments and Cash Grants shall be subject to adjustments by the CITY based on Hotel and Civic Center values required in this Agreement.

7. **TERM.** This Agreement shall become enforceable upon execution by the CITY and SADYA and shall be effective as of the date of this Agreement. This Agreement shall terminate as to the CITY rental payments for the Civic Center on the last date on which the CITY is obligated to pay monthly rental payments to SADYA for the Civic Center and as to the CITY ad valorem property tax reimbursement on the last date on which the CITY is obligated to reimburse any CITY annual ad valorem property payment to SADYA, and as to the Cash Grants on the last date the CITY is obligated to pay a Cash Grant unless this Agreement is terminated earlier. Notwithstanding earlier termination, this Agreement shall in no event terminate later than June 1, 2030.
8. **SADYA OBLIGATIONS.** In consideration of the CITY's establishment of this economic development program for the Hotel and Hotel business by the CITY, pursuant to Texas Local Government Code Chapters 380 and 501 and under the Ordinance to promote local economic development and stimulate business and commercial activity within the CITY, SADYA agrees to the requirements of this Agreement and shall require its Affiliated Entity to also comply with the terms and conditions of this Agreement as consideration for this Agreement.
9. **COVENANTS, WARRANTIES, OBLIGATIONS AND DUTIES.** SADYA makes, and shall require an Affiliated Entity to make, the following covenants and warranties to the CITY, and agrees to timely and fully perform the following obligations and duties. Any false or substantially misleading statement contained herein or failure to timely and fully perform as required in this Agreement shall be an act

of default by SADYA. Failure to comply with any one covenant or warranty shall constitute an act of default by SADYA.

- A. No litigation or governmental proceeding is pending or threatened against SADYA that may result in any material adverse change in SADYA. No consent, approval or authorization of or registration or declaration within any governmental authority is required in connection with the execution of this Agreement or the transactions contemplated hereby.
- B. No certificate or statement delivered by SADYA to the CITY in connection with this Agreement, or in connection with any transaction contemplated herein, contains any untrue statement or fails to state any fact necessary to keep the statements contained herein from being misleading.
- C. There are no bankruptcy proceedings or other proceedings currently pending or contemplated, and SADYA has not been informed of any potential involuntary bankruptcy proceedings.
- D. To the best of its knowledge, SADYA has acquired and maintains all necessary rights, franchises, licenses, permits and authority to construct the Hotel and operate the Hotel business in Taylor, Texas, and will continue to use its best efforts to maintain all necessary rights, licenses, permits and authority.
- E. SADYA and an Affiliated Entity of SADYA shall timely pay all taxes and fees due and owing by it to all taxing authorities having jurisdiction.
- F. SADYA shall timely and fully comply with all the terms and conditions of this Agreement.
- G. SADYA may not sell stock, assets or any ownership interest in SADYA CAPITAL, LLC, without prior written notice to and consent from the CITY.
- H. SADYA agrees that, as to all of the programs and activities arising out of this Agreement, it shall comply fully with all Civil Rights Acts and specifically will not discriminate against

any person on the basis of race, color, national origin, sex, or by reason of being disabled.

- I. SADYA hereby certifies that it does not knowingly employ and will not hereafter employ an undocumented worker as defined in Chapter 2264, Texas Government Code. In addition, SADYA shall execute the Condition on Receipt of Public Subsidies/Agreement Regarding Repayment of Interest attached hereto and incorporated by reference herein as *Exhibit "B"*.
 - J. SADYA shall construct the Hotel and Civic Center and conduct the Hotel business with the Civic Center in compliance with all federal, state and local laws, rules and regulations applicable to it during the term of this Agreement.
10. **MUTUAL ASSISTANCE.** CITY and SADYA will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement, and to aid and assist each other in carrying out such terms and provisions in order to put each other in the same economic condition contemplated by this Agreement regardless of any changes in public policy, the law or taxes or assessments attributable to the Hotel or Hotel business or the Civic Center.
11. **DEFAULT.** If either the CITY or SADYA should default in the performance of any obligations of this Agreement, the other party shall provide such defaulting party written notice of the default, and a minimum period of fifteen (15) days to cure such default, prior to instituting an action for breach or pursuing any other remedy for default. If the CITY or SADYA remains in default after notice and opportunity to cure, the non-defaulting party shall have the right to pursue any remedy under this Agreement, at law or in equity, for the breach. In addition, the CITY shall have the right to terminate all economic benefits under this Agreement.
12. **TERMINATION.** In the event SADYA has not commenced demolition of an existing structure on the Property before May 1, 2017, or if a Certificate of Occupancy for the Hotel and Civic Center is not issued prior to **February 28, 2019**, the obligations on the part of both parties shall be deemed terminated and of no further force or

effect and this Agreement shall be terminated without liability between the parties. Notwithstanding the foregoing, in the event that SADYA determines that it will not be able to commence demolition of an existing structure from the Property before May 1, 2017, or if SADYA determines that it will not be able to obtain a Certificate of Occupancy for the Hotel and Civic Center before **February 28, 2019**, then on or about the 45th day prior to such date, SADYA and the CITY shall meet and discuss whether such deadlines should be extended. Any such extension shall be in the sole discretion of the CITY. If such an extension is granted, and, as applicable, the demolition of an existing structure on the Property has not commenced as of the extension date or the Certificate of Occupancy for the Hotel and Civic Center has not been issued as of the extension date, then on the extension date the obligations on the part of both parties shall be deemed terminated and of no further force or effect and this Agreement shall be terminated without liability between the parties.

13. **ATTORNEY'S FEES.** In the event any claim, legal action or proceeding is commenced between the CITY and SADYA to enforce provisions of this Agreement and recover damages for breach, the prevailing party in such legal action shall be entitled to recover its reasonable attorney's fees and expenses incurred by reason of such action, unless prohibited by law.
14. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties. This Agreement may only be amended, altered or revoked by written instrument signed by the CITY and SADYA.
15. **BINDING EFFECT.** This Agreement shall be binding on and inure to the benefit of the parties, their respective successors and assigns as allowed in this Agreement. No other persons or entities may enforce this Agreement or claim any benefits under this Agreement except as allowed by this Agreement. There are no oral agreements between the parties hereto with respect to the subject matter hereof.

16. **ASSIGNMENT.** SADYA shall not assign this Agreement or all or any part of its rights and obligations arising under this Agreement except as allowed by this Agreement.
17. **NOTICE.** Any notice and/or statement required and permitted to be delivered shall be deemed delivered by actual delivery, facsimile with receipt of confirmation, or by depositing the same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following address:

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

IF TO THE CITY: CITY OF TAYLOR, TEXAS
City Manager
400 Porter Street
Taylor, Texas 76574

18. **INTERPRETATION.** Each of the parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, however its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any party.
19. **APPLICABLE LAW.** This Agreement is made, and shall be construed and interpreted, under the laws of the State of Texas and venue shall be in the State courts of Williamson County, Texas.
20. **SEVERABILITY.** In the event any provisions of this Agreement are illegal, invalid or unenforceable under present or future laws, and in that event, it is the intention of the parties that the remainder of this Agreement shall not be affected. It is also the intention of the parties of this Agreement that in lieu of each clause and provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid or enforceable and is as similar in

terms as possible to the provision found to be illegal, invalid or unenforceable.

21. **PARAGRAPH HEADINGS.** The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.
22. **NO THIRD PARTY BENEFICIARIES.** This Agreement is not intended to confer any rights, privileges or causes of action upon any third party.
23. **NO JOINT VENTURE.** It is acknowledged and agreed by the parties that the terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the parties. The CITY, its past, present and future officers, elected officials, representatives, employees and agents do not assume any responsibilities or liabilities to any third party in connection with the Hotel or the Hotel business or the design, construction or operation of any portion of the Hotel or Hotel business.
24. **COUNTERPARTS.** The parties agree that this Agreement may be executed in multiple counterparts which, taken together, shall form the contractual agreement of the parties.
25. **AUTHORITY.** The person signing this Agreement warrants that he is authorized to sign this Agreement on behalf of the respective signatory.
26. **ECONOMIC DEVELOPMENT.** This Agreement is consistent with the CITY's economic development program and promotion of economic development contemplated by Chapter 380 and the Development Corporation Act, Chapter 501 of the Texas Local Government Code.
27. **EXHIBITS.** The following Exhibits are attached and incorporated by reference herein for all purposes:

Exhibit "A": The Property

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

Dated this the _____ day of November, 2017.

SADYA CAPITAL, LLC,
a Texas Limited Liability Company

By:
Its: President

CITY OF TAYLOR, TEXAS,
a home rule City

By: ISAAC D. TURNER
Its: City Manager

EXHIBIT "A"



**SADYA CAPITAL, LLC
AND
THE CITY OF TAYLOR, TEXAS,
CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT**

RECITALS:

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

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

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

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

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

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

La Quinta

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

Holiday Inn Express

<http://development.ihg.com/s/amer-BrochurePDFViewer?brochureOfBrand=holidayinnexpress>

Hampton Inn

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

Comfort Suites

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

- b. An Approved Brand Hotel in the CITY is required for the economic incentives offered by the CITY in this Agreement. Consequently, SADYA shall be obligated to construct and operate the Hotel using the guidelines and franchise agreements by the Approved Brand Hotel and as required herein;
- c. the room doors shall open inside the Hotel and not to the outside;
- d. the Hotel shall have one (1) or more public meeting rooms with a combined square footage usable by public meeting room occupants for a fee, which square footage shall not include storage capacity required for use of the public meeting rooms, in an amount of no less than One Thousand One Hundred (1,100) square feet ("Civic Center");
- e. the Hotel and Civic Center shall be of the type and quality approved by the CITY as a prerequisite condition to this Agreement, which approval shall be granted for the following brands:

La Quinta

Holiday Inn Express

Hampton Inn

Comfort Suites

- f. the Hotel and Civic Center shall be constructed on the real property described in Exhibit "A" attached hereto and incorporated by reference herein ("Property");
- g. SADYA shall operate the Hotel and Civic Center on the Property as a Hotel business during the term of this Agreement. Notwithstanding,

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

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

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

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

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

AGREEMENT:

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

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

- 2.1 **Lease.** In consideration of the covenants, agreements, and conditions set forth herein, SADYA does hereby lease, let, demise and rent for the Lease Term and the CITY does hereby rent and lease from SADYA the Civic Center as set forth herein for purposes of a municipal Civic Center.
- 2.2. **Rent.** Subject to the continued satisfaction of the terms and conditions of this Agreement by SADYA, and provided SADYA has timely caused completion of construction of the Hotel and Civic Center to occur, and shall not have an uncured default or breach in this Agreement or a related agreement, the CITY shall, during the Lease Term, pay to SADYA or such

entity as SADYA shall be authorized to designate in this Agreement, Rent for the use and occupancy of the Civic Center and as consideration for SADYA's management of the Civic Center for the CITY. Any payment made by the CITY hereunder is limited to the extent of the lawfully available funds from the CITY's receipts from the collection of the CITY Hotel Occupancy Tax revenue imposed pursuant to Chapter 351, Tax Code, attributable to the occupancy of sleeping rooms at the Hotel in the amounts set forth in 4.B below.

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

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

2.5. **Conditions of Use.**

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

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

Uses must conform to the Approved Brand Hotel uses, except that the CITY is not required to use the food and beverage services of the Hotel and Conference Center, if any, and may cater food and beverages during the permitted periods of CITY use.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The rental payments shall terminate, if not terminated earlier, on the eleventh (11th) anniversary date from the date the Certificate of Occupancy is issued to the Hotel and Civic

Center. The rental payment in the last year, or earlier termination date of this Agreement, shall be prorated to the termination date, if the termination is not at the end of a calendar year.

In the event that the CITY decreases the tax percentage rate of the CITY Hotel Occupancy Tax after the date of this Agreement, the amount of the rental payments shall continue to be determined based on the CITY Hotel Occupancy Tax percentage rate in effect on the date of this Agreement.

- C. In the event the Hotel construction is not commenced on the Property with a permit allowing the construction prior to May 1, 2017, or in the event a Certificate of Occupancy is not issued to the Hotel and Civic Center prior to June 1, 2018, or in the event the Hotel construction cost does not comply with 5.A. below, then in that event this Agreement shall terminate without obligation or liability to the CITY, subject to the provisions of Section 12.
- D. Notwithstanding anything stated in this Agreement to the contrary, SADYA must comply with the construction cost required in 5.A. below and must obtain the Hotel and Civic Center Certificate of Occupancy prior to June 1, 2018, and failure to do so shall terminate this Agreement without obligation to the CITY, subject to the provisions of Section 12. Hotel "construction costs" as used in this Agreement in regards to the Hotel and Civic Center shall include all development, engineering, architectural, material, labor, delivery, improvement, installation, and other costs incurred by SADYA or the Affiliated Entity in connection with the construction of the Hotel and Civic Center, including but not limited to costs incurred by SADYA for the building of the Hotel and Civic Center, improvements necessary for access to the Hotel and Civic Center, utilities installation, storm water runoff improvements, loan costs, the purchase price for any real estate and easements necessary or appropriate for the construction of the Hotel and Civic Center, and other similar items paid by SADYA.

- E. **WAIVER OF FEES.** The CITY will waive all CITY building permit fees, impact fees and tap fees resulting from construction of the Hotel and Civic Center in which the Hotel business shall operate.
- F. **CASH GRANTS.** The CITY will make an annual cash grant not exceeding Twenty Thousand and No/100 Dollars (\$20,000.00) to SAYDA on the same date the CITY is obligated make the CITY ad valorem property tax reimbursement grant to SADYA for the years 2019, 2020, 2021, 2022 and 2023 during the term of this Agreement ("Cash Grants"). The Cash Grant shall be subject to the same valuation requirements for the Hotel, the reduction or termination provisions set forth in this Paragraph 5, and all other conditions of this Agreement. Notwithstanding anything stated herein to the contrary, the Cash Grants shall never exceed One Hundred Thousand and No/100 Dollars (\$100,000.00).
- G. **INFRASTRUCTURE GRANT.** The CITY will install water and wastewater lines to the Property servicing such Property with one or more water lines and wastewater lines of a size and grade as determined by the CITY ("Lines"). Conditions required for the Infrastructure Grant are the following:
1. The Property and any other property to be serviced by the Lines, must be properly platted with easements required by the CITY allowing installation and maintenance of the Lines in the manner required by the CITY.
 2. The cost to be paid by the CITY for the installation of the Lines shall not exceed \$105,000.00, and any additional cost for installation of the Lines shall be paid by SADYA.
 3. The CITY shall be entitled to and shall require a reimbursement ordinance deemed reasonable and appropriate allowing the CITY to obtain reimbursement of its cost for the Lines by subsequent users of the Lines.
5. **REQUIRED CONDITIONS TO 380 GRANTS AND RENTAL PAYMENTS.** Notwithstanding anything stated in this Agreement to the contrary, grant payments and rental payments are conditioned

upon SADYA'S compliance with this Agreement and are also subject to and conditioned upon, as conditions precedent and subsequent to, the following:

- A. The Hotel and Civic Center must have a construction cost of no less than Four Million One Hundred Thousand and No/100 Dollars (\$4,100,000.00), which shall be verified by the CITY prior to any grant or Civic Center rental payments. In the event the cost is less than Four Million One Hundred Thousand and No/100 Dollars (\$4,100,000.00), this Agreement shall terminate with no further obligation or liability on the CITY.
- B. In the event the Hotel is valued less than Two Million Seven Hundred Thousand and No/100 Dollars (\$2,700,000.00), but more than Two Million Five Hundred Thousand and No/100 Dollars (\$2,500,000.00), by the Williamson Central Appraisal District in any one the years of, 2019, 2020, 2021 or 2022 during the term of this Agreement, the CITY ad valorem tax reimbursement grants, Civic Center rental payments and Cash Grants shall be reduced to one-half (1/2) of the amount that would have been allowed in Paragraphs 4.A. (Ad Valorem Tax Reimbursement), 4.B. (Civic Center Rent) and 4.F. (Cash Grants) above. In the event the valuation is less than Two Million Five Hundred Thousand and No/100 Dollars (\$2,500,000.00) in any one of the years 2019, 2020, 2021, or 2022, all CITY ad valorem tax reimbursement grants (Paragraph 4.A.), Civic Center rental payments (Paragraph 4.B.) and Cash Grants (Paragraph 4.F.) shall terminate until the Hotel and Civic Center value again attains the value required in this Paragraph 5 in the year for which the value is required.
- C. In the event the Hotel and Civic Center is valued less than Two Million Nine Hundred Thousand and No/100 Dollars (\$2,900,000.00), but more than Two Million Seven Hundred Thousand No/100 Dollars (\$2,700,000.00), by the Williamson Central Appraisal District in any one the years of 2023, 2024, or 2025 during the term of this Agreement, all CITY ad valorem property tax reimbursement grants (Paragraph 4.A.), Civic Center rental payments (Paragraph 4.B.) and Cash Grants (Paragraph 4.F.) shall be reduced to one-half (1/2) of the

amount that would have been allowed in Paragraphs 4.A., 4.B. and 4.F. above. In the event the valuation is less than Two Million Seven Hundred Thousand and No/100 Dollars (\$2,700,000.00) in any one of the years 2023, 2024 or 2025, all CITY ad valorem property tax reimbursement grants, Civic Center rental payments and Cash Grants shall terminate until the Hotel and Civic Center value again complies with the values required in this Paragraph 5.

- D. In the event the Hotel and Civic Center is valued less than Three Million One Hundred Thousand and No/100 Dollars (\$3,100,000.00), but more than Two Million Nine Hundred Thousand and No/100 Dollars (\$2,900,000.00), by the Williamson Central Appraisal District in any one of the years of 2026, 2027, or 2028, during the term of this Agreement, the CITY ad valorem property tax reimbursement grants (Paragraph 4.A.), Civic Center rental payments (Paragraph 4.B.) and Cash Grants (Paragraph 4.F.) shall be reduced to one-half (1/2) of the amount that would have been allowed in Paragraphs 4.A., 4.B. and 4.F. above. In the event the valuation is less than Two Million Nine Hundred Thousand Dollars (\$2,900,000.00) in any one of the years 2026, 2027, or 2028, all CITY ad valorem tax reimbursement grants (Paragraph 4.A.), Civic Center rental payments (Paragraph 4.B.) and Cash Grants (Paragraph 4.F.) shall terminate until the Hotel and Civic Center value again attains the value required in this Paragraph 5 in the year for which the value is required.
- E. All CITY ad valorem tax reimbursement grants (Paragraph 4.A.), Civic Center rental payments (Paragraph 4.B.) and Cash Grants (Paragraph 4.F.) require compliance with the Hotel and Civic Center values required in this Agreement. All CITY ad valorem tax reimbursement grants, Civic Center rental payments and Cash Grants shall be reduced or cease when the values assessed by the Williamson Central Appraisal District fail to meet the values required in this Agreement. The CITY ad valorem tax reimbursement grants, Civic Center rental payments and Cash Grants shall be reinstated when the Williamson Central Appraisal District value shows compliance

with the Hotel and Civic Center values required in this Agreement.

F. The Hotel shall:

1. be no less than a sixty-five (65) room Hotel with the Civic Center and strictly comply with the construction, franchise obligations, and operating requirements of the Approved Brand Hotel;
2. have room doors that open to the inside of the Hotel building and not outside the Hotel, requiring Hotel occupants to enter Hotel rooms from inside the Hotel;
3. the Hotel shall have one (1) or more public meeting rooms with a combined square footage usable by public meeting room occupants, which square footage shall not include storage capacity required for use of the public meeting rooms, in an amount of no less than One Thousand One Hundred (1,100) square feet which shall be the Civic Center as required in this Agreement and the Recitals to this Agreement;
4. be the type and quality approved by the CITY as one of the Approved Brand Hotel as a prerequisite to this Agreement;
5. be operated by SADYA or a SAYDA Affiliated Entity as a Hotel business with the Civic Center during the term of this Agreement in compliance with the Approved Brand Hotel's requirements and guidelines.

G. The Hotel and Civic Center must obtain a Certificate of Occupancy prior to June 1, 2018. Failure to begin construction on the Property prior to May1, 2017, or failure to obtain the Hotel and Civic Center Certificate of Occupancy prior to June 1, 2018 and meet the minimum Civic Center requirements of Paragraph 5.A., or failure to comply with any of the requirements of this Agreement shall terminate this Agreement with no obligation on or liability to the CITY, subject to the provisions of Section 12.

- H. The Hotel and Civic Center must have a construction cost of no less than Four Million One Hundred Thousand and No/100 Dollars (\$4,100,000.00), which shall be verified by the CITY prior to any grant payments. In the event the cost is less than Four Million One Hundred Thousand and No/100 Dollars (\$4,100,000.00), this Agreement shall terminate with no obligation to the CITY.
 - I. SADYA and any Affiliated Entity of SADYA shall furnish the CITY information deemed by the CITY to be reasonable or necessary to verify compliance with this Agreement and to determine if a Chapter 380 payment should be made.
6. With respect to each Chapter 380 Payment for reimbursement of CITY ad valorem property taxes described above, SADYA shall notify the CITY in writing of any sums paid by SADYA to the Williamson County tax collection authority in the form of CITY ad valorem property taxes during the term of this Agreement on or before February 1 each year during the term of this Agreement (the "Tax Notice"). The CITY's Chapter 380 Payments to SADYA with respect to the CITY ad valorem revenue shall be based on the amount stated in the Tax Notice, which shall be verified by the CITY. Chapter 380 Payments for CITY ad valorem property tax reimbursements shall be paid to SADYA by the CITY on an annual basis for the preceding year, on or before May 1 following the tax year for which they were paid. For example, the first Chapter 380 Payment for CITY ad valorem property tax reimbursement by the CITY to SADYA shall be based on taxes paid for the year 2019, and shall be paid on or before May 1, 2020, and the last such payment shall be based on taxes paid for the year 2029, and shall be paid on or before May 1, 2030, notwithstanding the Termination Date.

With respect to each Civic Center rental payment, the rental payments will be made monthly based on the amount of the CITY Hotel Occupancy Tax actually paid by SADYA to the CITY. The CITY will pay the Civic Center rental payment to SAYDA on or before three (3) months after the CITY received its Hotel Occupancy Tax payment from the Hotel.

With respect to the Cash Grants, the Cash Grants must be requested by SADYA on the same date that SADYA requests its ad valorem tax reimbursement grant and the CITY will pay SADYA the cash grant on the same date that the CITY pays SADYA its ad valorem tax reimbursement grant).

All CITY ad valorem tax reimbursement grants, Civic Center rental payments and Cash Grants shall be subject to adjustments by the CITY based on Hotel and Civic Center values required in this Agreement.

7. **TERM.** This Agreement shall become enforceable upon execution by the CITY and SADYA and shall be effective as of the date of this Agreement. This Agreement shall terminate as to the CITY rental payments for the Civic Center on the last date on which the CITY is obligated to pay monthly rental payments to SADYA for the Civic Center and as to the CITY ad valorem property tax reimbursement on the last date on which the CITY is obligated to reimburse any CITY annual ad valorem property payment to SADYA, and as to the Cash Grants on the last date the CITY is obligated to pay a Cash Grant unless this Agreement is terminated earlier. Notwithstanding earlier termination, this Agreement shall in no event terminate later than June 1, 2030.
8. **SADYA OBLIGATIONS.** In consideration of the CITY's establishment of this economic development program for the Hotel and Hotel business by the CITY, pursuant to Texas Local Government Code Chapters 380 and 501 and under the Ordinance to promote local economic development and stimulate business and commercial activity within the CITY, SADYA agrees to the requirements of this Agreement and shall require its Affiliated Entity to also comply with the terms and conditions of this Agreement as consideration for this Agreement.
9. **COVENANTS, WARRANTIES, OBLIGATIONS AND DUTIES.** SADYA makes, and shall require an Affiliated Entity to make, the following covenants and warranties to the CITY, and agrees to timely and fully perform the following obligations and duties. Any false or substantially misleading statement contained herein or failure to timely and fully perform as required in this Agreement shall be an act

of default by SADYA. Failure to comply with any one covenant or warranty shall constitute an act of default by SADYA.

- A. No litigation or governmental proceeding is pending or threatened against SADYA that may result in any material adverse change in SADYA. No consent, approval or authorization of or registration or declaration within any governmental authority is required in connection with the execution of this Agreement or the transactions contemplated hereby.
- B. No certificate or statement delivered by SADYA to the CITY in connection with this Agreement, or in connection with any transaction contemplated herein, contains any untrue statement or fails to state any fact necessary to keep the statements contained herein from being misleading.
- C. There are no bankruptcy proceedings or other proceedings currently pending or contemplated, and SADYA has not been informed of any potential involuntary bankruptcy proceedings.
- D. To the best of its knowledge, SADYA has acquired and maintains all necessary rights, franchises, licenses, permits and authority to construct the Hotel and operate the Hotel business in Taylor, Texas, and will continue to use its best efforts to maintain all necessary rights, licenses, permits and authority.
- E. SADYA and an Affiliated Entity of SADYA shall timely pay all taxes and fees due and owing by it to all taxing authorities having jurisdiction.
- F. SADYA shall timely and fully comply with all the terms and conditions of this Agreement.
- G. SADYA may not sell stock, assets or any ownership interest in SADYA CAPITAL, LLC, without prior written notice to and consent from the CITY.
- H. SADYA agrees that, as to all of the programs and activities arising out of this Agreement, it shall comply fully with all Civil Rights Acts and specifically will not discriminate against

any person on the basis of race, color, national origin, sex, or by reason of being disabled.

- I. SADYA hereby certifies that it does not knowingly employ and will not hereafter employ an undocumented worker as defined in Chapter 2264, Texas Government Code. In addition, SADYA shall execute the Condition on Receipt of Public Subsidies/Agreement Regarding Repayment of Interest attached hereto and incorporated by reference herein as *Exhibit "B"*.
 - J. SADYA shall construct the Hotel and Civic Center and conduct the Hotel business with the Civic Center in compliance with all federal, state and local laws, rules and regulations applicable to it during the term of this Agreement.
10. **MUTUAL ASSISTANCE.** CITY and SADYA will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement, and to aid and assist each other in carrying out such terms and provisions in order to put each other in the same economic condition contemplated by this Agreement regardless of any changes in public policy, the law or taxes or assessments attributable to the Hotel or Hotel business or the Civic Center.
11. **DEFAULT.** If either the CITY or SADYA should default in the performance of any obligations of this Agreement, the other party shall provide such defaulting party written notice of the default, and a minimum period of fifteen (15) days to cure such default, prior to instituting an action for breach or pursuing any other remedy for default. If the CITY or SADYA remains in default after notice and opportunity to cure, the non-defaulting party shall have the right to pursue any remedy under this Agreement, at law or in equity, for the breach. In addition, the CITY shall have the right to terminate all economic benefits under this Agreement.
12. **TERMINATION.** In the event SADYA has not obtained a building permit and commenced site work on the Hotel Property for construction of the Hotel before May 1, 2017 or if a Certificate of Occupancy for the Hotel and Civic Center is not issued prior to June 1, 2018, the obligations on the part of both parties shall be deemed

terminated and of no further force or effect and this Agreement shall be terminated without liability between the parties. Notwithstanding the foregoing, in the event that SADYA determines that it will not be able to obtain a building permit and commence construction of the Hotel before May 1, 2017, or if SADYA determines that it will not be able to obtain a Certificate of Occupancy for the Hotel and Civic Center before June 1, 2018, then on or about the 45th day prior to such date, SADYA and the CITY shall meet and discuss whether such deadlines should be extended. Any such extension shall be in the sole discretion of the CITY. If such an extension is granted, and, as applicable, the building permit and construction has not commenced as of the extension date or the Certificate of Occupancy for the Hotel and Civic Center has not been issued as of the extension date, then on the extension date the obligations on the part of both parties shall be deemed terminated and of no further force or effect and this Agreement shall be terminated without liability between the parties.

13. **ATTORNEY'S FEES.** In the event any claim, legal action or proceeding is commenced between the CITY and SADYA to enforce provisions of this Agreement and recover damages for breach, the prevailing party in such legal action shall be entitled to recover its reasonable attorney's fees and expenses incurred by reason of such action, unless prohibited by law.
14. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties. This Agreement may only be amended, altered or revoked by written instrument signed by the CITY and SADYA.
15. **BINDING EFFECT.** This Agreement shall be binding on and inure to the benefit of the parties, their respective successors and assigns as allowed in this Agreement. No other persons or entities may enforce this Agreement or claim any benefits under this Agreement except as allowed by this Agreement. There are no oral agreements between the parties hereto with respect to the subject matter hereof.
16. **ASSIGNMENT.** SADYA shall not assign this Agreement or all or any part of its rights and obligations arising under this Agreement except as allowed by this Agreement.

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

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

IF TO THE CITY: CITY OF TAYLOR, TEXAS
City Manager
400 Porter Street
Taylor, Texas 76574

18. **INTERPRETATION.** Each of the parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, however its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any party.
19. **APPLICABLE LAW.** This Agreement is made, and shall be construed and interpreted, under the laws of the State of Texas and venue shall be in the State courts of Williamson County, Texas.
20. **SEVERABILITY.** In the event any provisions of this Agreement are illegal, invalid or unenforceable under present or future laws, and in that event, it is the intention of the parties that the remainder of this Agreement shall not be affected. It is also the intention of the parties of this Agreement that in lieu of each clause and provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

21. **PARAGRAPH HEADINGS.** The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.
22. **NO THIRD PARTY BENEFICIARIES.** This Agreement is not intended to confer any rights, privileges or causes of action upon any third party.
23. **NO JOINT VENTURE.** It is acknowledged and agreed by the parties that the terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the parties. The CITY, its past, present and future officers, elected officials, representatives, employees and agents do not assume any responsibilities or liabilities to any third party in connection with the Hotel or the Hotel business or the design, construction or operation of any portion of the Hotel or Hotel business.
24. **COUNTERPARTS.** The parties agree that this Agreement may be executed in multiple counterparts which, taken together, shall form the contractual agreement of the parties.
25. **AUTHORITY.** The person signing this Agreement warrants that he is authorized to sign this Agreement on behalf of the respective signatory.
26. **ECONOMIC DEVELOPMENT.** This Agreement is consistent with the CITY's economic development program and promotion of economic development contemplated by Chapter 380 and the Development Corporation Act, Chapter 501 of the Texas Local Government Code.
27. **EXHIBITS.** The following Exhibits are attached and incorporated by reference herein for all purposes:

Exhibit "A": The Property

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

Dated this the 13th day of October, 2016.

SADYA CAPITAL, LLC,

a Texas Limited Liability Company



By:

Its: President

CITY OF TAYLOR, TEXAS,
a home rule City



By: ISAAC D. TURNER

Its: City Manager

EXHIBIT "B"

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

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

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

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

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

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

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

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

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

CITY OF TAYLOR, TEXAS



By: ISAAC D. TURNER
Its: CITY MANAGER

SADYA CAPITAL, LLC



By:
Its:

**AMENDMENT TO
CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN
SADYA CAPITAL, LLC
AND
THE CITY OF TAYLOR, TEXAS
DATED OCTOBER 13, 2016**

A Chapter 380 Economic Development Agreement ("Agreement") was entered into by and between the CITY OF TAYLOR, TEXAS, a Texas home rule municipal corporation and SADYA CAPITAL, LLC, a Texas Limited Liability Company, hereinafter collectively referred to as "Parties", on October 13, 2016, for the construction of a Hotel, as defined in the Agreement.

The Parties to the Agreement desire to amend the Agreement in the following manner:

1. Paragraph 4.C. of the Agreement presently states the following:

"In the event the Hotel construction is not commenced on the Property with a permit allowing the construction prior to May 1, 2017, or in the event a Certificate of Occupancy is not issued to the Hotel and Civic Center prior to June 1, 2018, or in the event the Hotel construction cost does not comply with 5.A. below, then in that event this Agreement shall terminate without obligation or liability to the CITY, subject to the provisions of Section 12."

Paragraph 4.C. is hereby amended to read as follows:

"In the event the Hotel construction is not commenced by demolition of an existing structure from the Property prior to May 1, 2017, or in the event a Certificate of Occupancy is not issued to the Hotel and Civic Center prior to June 1, 2018, or in the event the Hotel construction cost does not comply with 5.A. below, then in that event this Agreement shall terminate without obligation or liability to the CITY, subject to the provisions of Section 12."

2. Paragraph 5.G. of the Agreement presently states the following:

"The Hotel and Civic Center must obtain a Certificate of Occupancy prior to June 1, 2018. Failure to begin construction on the Property prior to May 1, 2017, or failure to obtain the Hotel and Civic Center Certificate of Occupancy prior to June 1, 2018 and meet the minimum Civic Center requirements of Paragraph 5.A., or failure to comply with any of the requirements of this Agreement shall terminate this Agreement with no obligation on or liability to the CITY, subject to the provisions of Section 12."

Paragraph 5.G. is hereby amended to read as follows:

"The Hotel and Civic Center must obtain a Certificate of Occupancy prior to June 1, 2018. Failure to commence demolition of an existing structure from the Property prior to May 1, 2017, or failure to obtain the Hotel and Civic Center Certificate of Occupancy prior to June 1, 2018, and meet the minimum Civic Center requirements of Paragraph 5.A., or failure to comply with any of the requirements of this Agreement shall terminate this Agreement with no obligation on or liability to the CITY, subject to the provisions of Section 12."

3. Paragraph 12. of the Agreement presently states the following:

"In the event SADYA has not obtained a building permit and commenced site work on the Hotel Property for construction of the Hotel before May 1, 2017 or if a Certificate of Occupancy for the Hotel and Civic Center is not issued prior to June 1, 2018, the obligations on the part of both parties shall be deemed terminated and of no further force or effect and this Agreement shall be terminated without liability between the parties. Notwithstanding the foregoing, in the event that SADYA determines that it will not be able to obtain a building permit and commence construction of the Hotel before May 1, 2017, or if SADYA determines that it will not be able to obtain a Certificate of Occupancy for the Hotel and Civic Center before June 1, 2018, then on or about the 45th day prior to such date, SADYA and

the CITY shall meet and discuss whether such deadlines should be extended. Any such extension shall be in the sole discretion of the CITY. If such an extension is granted, and, as applicable, the building permit and construction has not commenced as of the extension date or the Certificate of Occupancy for the Hotel and Civic Center has not been issued as of the extension date, then on the extension date the obligations on the part of both parties shall be deemed terminated and of no further force or effect and this Agreement shall be terminated without liability between the parties."

Paragraph 12. is hereby amended to read as follows:

"In the event SADYA has not commenced demolition of an existing structure on the Property before May 1, 2017, or if a Certificate of Occupancy for the Hotel and Civic Center is not issued prior to June 1, 2018, the obligations on the part of both parties shall be deemed terminated and of no further force or effect and this Agreement shall be terminated without liability between the parties. Notwithstanding the foregoing, in the event that SADYA determines that it will not be able to commence demolition of an existing structure from the Property before May 1, 2017, or if SADYA determines that it will not be able to obtain a Certificate of Occupancy for the Hotel and Civic Center before June 1, 2018, then on or about the 45th day prior to such date, SADYA and the CITY shall meet and discuss whether such deadlines should be extended. Any such extension shall be in the sole discretion of the CITY. If such an extension is granted, and, as applicable, the demolition of an existing structure on the Property has not commenced as of the extension date or the Certificate of Occupancy for the Hotel and Civic Center has not been issued as of the extension date, then on the extension date the obligations on the part of both parties shall be deemed terminated and of no further force or effect and this Agreement shall be terminated without liability between the parties."

4. The Parties to the Agreement failed to attach Exhibit "A" to the Agreement describing the Property within the Agreement. The Property described in Exhibit "A" attached to this Amendment is the Property referenced as "Property" in the Agreement and is also incorporated by reference into the Agreement for all purposes.

This Amendment is dated and effective the 13th day of April, 2017.

SADYA CAPITAL, LLC,

a Texas Limited Liability Company

A handwritten signature in dark ink, appearing to read "Nimesh D Patel", is written over a horizontal line.

By: Nimesh D Patel

Its: President

CITY OF TAYLOR, TEXAS,

a home rule City

A handwritten signature in blue ink, appearing to read "Isaac D. Turner", is written over a horizontal line. To the right of the signature, the date "5/2/17" is handwritten.

By: ISAAC D. TURNER

Its: City Manager

EXHIBIT A

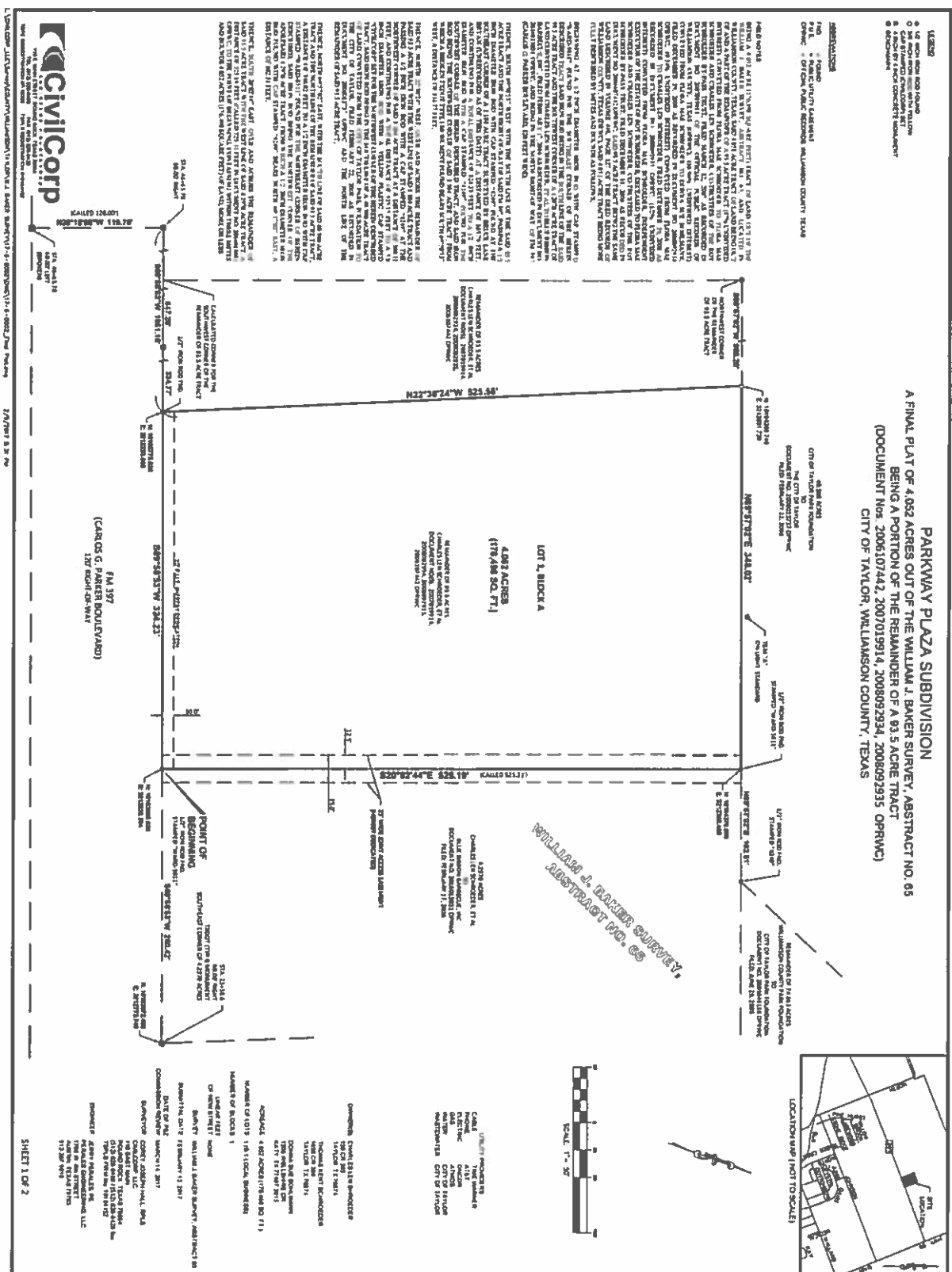


EXHIBIT "B"

AMENDMENT TO
CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN
SADYA CAPITAL, LLC
AND
THE CITY OF TAYLOR, TEXAS
DATED OCTOBER 13, 2016

A Chapter 380 Economic Development Agreement ("Agreement") was entered into by and between the CITY OF TAYLOR, TEXAS, a Texas home rule municipal corporation and SADYA CAPITAL, LLC, a Texas Limited Liability Company, hereinafter collectively referred to as "Parties", on October 13, 2016, for the construction of a Hotel, as defined in the Agreement.

The Parties to the Agreement desire to amend the Agreement in the following manner:

1. Paragraph 4.C. of the Agreement presently states the following:

"In the event the Hotel construction is not commenced on the Property with a permit allowing the construction prior to May 1, 2017, or in the event a Certificate of Occupancy is not issued to the Hotel and Civic Center prior to June 1, 2018, or in the event the Hotel construction cost does not comply with 5.A. below, then in that event this Agreement shall terminate without obligation or liability to the CITY, subject to the provisions of Section 12."

Paragraph 4.C. is hereby amended to read as follows:

"In the event the Hotel construction is not commenced by demolition of an existing structure from the Property prior to May 1, 2017, or in the event a Certificate of Occupancy is not issued to the Hotel and Civic Center prior to June 1, 2018, or in the event the Hotel construction cost does not comply with 5.A. below, then in that event this Agreement shall terminate without obligation or liability to the CITY, subject to the provisions of Section 12."

2. Paragraph 5.G. of the Agreement presently states the following:

"The Hotel and Civic Center must obtain a Certificate of Occupancy prior to June 1, 2018. Failure to begin construction on the Property prior to May 1, 2017, or failure to obtain the Hotel and Civic Center Certificate of Occupancy prior to June 1, 2018 and meet the minimum Civic Center requirements of Paragraph 5.A., or failure to comply with any of the requirements of this Agreement shall terminate this Agreement with no obligation on or liability to the CITY, subject to the provisions of Section 12."

Paragraph 5.G. is hereby amended to read as follows:

"The Hotel and Civic Center must obtain a Certificate of Occupancy prior to June 1, 2018. Failure to commence demolition of an existing structure from the Property prior to May 1, 2017, or failure to obtain the Hotel and Civic Center Certificate of Occupancy prior to June 1, 2018, and meet the minimum Civic Center requirements of Paragraph 5.A., or failure to comply with any of the requirements of this Agreement shall terminate this Agreement with no obligation on or liability to the CITY, subject to the provisions of Section 12."

3. Paragraph 12. of the Agreement presently states the following:

"In the event SADYA has not obtained a building permit and commenced site work on the Hotel Property for construction of the Hotel before May 1, 2017 or if a Certificate of Occupancy for the Hotel and Civic Center is not issued prior to June 1, 2018, the obligations on the part of both parties shall be deemed terminated and of no further force or effect and this Agreement shall be terminated without liability between the parties. Notwithstanding the foregoing, in the event that SADYA determines that it will not be able to obtain a building permit and commence construction of the Hotel before May 1, 2017, or if SADYA determines that it will not be able to obtain a Certificate of Occupancy for the Hotel and Civic Center before June 1, 2018, then on or about the 45th day prior to such date, SADYA and

the CITY shall meet and discuss whether such deadlines should be extended. Any such extension shall be in the sole discretion of the CITY. If such an extension is granted, and, as applicable, the building permit and construction has not commenced as of the extension date or the Certificate of Occupancy for the Hotel and Civic Center has not been issued as of the extension date, then on the extension date the obligations on the part of both parties shall be deemed terminated and of no further force or effect and this Agreement shall be terminated without liability between the parties."

Paragraph 12. is hereby amended to read as follows:

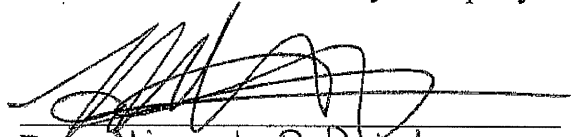
"In the event SADYA has not commenced demolition of an existing structure on the Property before May 1, 2017, or if a Certificate of Occupancy for the Hotel and Civic Center is not issued prior to June 1, 2018, the obligations on the part of both parties shall be deemed terminated and of no further force or effect and this Agreement shall be terminated without liability between the parties. Notwithstanding the foregoing, in the event that SADYA determines that it will not be able to commence demolition of an existing structure from the Property before May 1, 2017, or if SADYA determines that it will not be able to obtain a Certificate of Occupancy for the Hotel and Civic Center before June 1, 2018, then on or about the 45th day prior to such date, SADYA and the CITY shall meet and discuss whether such deadlines should be extended. Any such extension shall be in the sole discretion of the CITY. If such an extension is granted, and, as applicable, the demolition of an existing structure on the Property has not commenced as of the extension date or the Certificate of Occupancy for the Hotel and Civic Center has not been issued as of the extension date, then on the extension date the obligations on the part of both parties shall be deemed terminated and of no further force or effect and this Agreement shall be terminated without liability between the parties."

4. The Parties to the Agreement failed to attach Exhibit "A" to the Agreement describing the Property within the Agreement. The Property described in Exhibit "A" attached to this Amendment is the Property referenced as "Property" in the Agreement and is also incorporated by reference into the Agreement for all purposes.

This Amendment is dated and effective the 13th day of April, 2017.

SADYA CAPITAL, LLC,

a Texas Limited Liability Company

A handwritten signature in black ink, appearing to read 'Nimesh D Patel', is written over a horizontal line.

By: Nimesh D Patel

Its: President

CITY OF TAYLOR, TEXAS,

a home rule City

By: ISAAC D. TURNER

Its: City Manager

5

ABBREVIATIONS
 PUD, = Public Utility District
 P.U.F., = Public Utility Enterprise
 OPRIC, = Official Public Records, Williamson County, Texas

MEETING A 20

[illegible][illegible][illegible][illegible]

THENCE, SOUTH 37°24' EAST, OVER AND ACROSS THE REMAINDER OF SAID 9.5 ACRES TRACT WITH THE WEST LINE OF SAID 4.976 ACRES TRACT, A DISTANCE OF 82.10 FEET (CALLED 52.51 FEET IN DOCUMENT NO. 24181) 2001 ORING, TO THE POINT OF BEGINNING, CONTAINING WITHIN THOSE METERS AND BOUNDS 4.052 ACRES (1.6389 SQUARE FEET) OF LAND, MORE OR LESS.

120.00'
W 119.76'

CALL 800-368-5848
N20-1658

139 E. MAIN STREET, WOODBROOK, TEXAS 75080
TEL: 612 238-0400 FAX: 612 238-0404
TOLL FREE: 1-800-368-7323
1 YEAR SUBSCRIPTION \$49.95/1 YR

[illegible]

WILLIAM J. BAKER SURVEY
ABSTRACT NO. 65

UTILITY PROMOTERS,
TUESDAY
PHONE
ELECTRIC
GAS
WATER
WASTEWATER
AZIT
ONCOR
ATMOS
CITY OF TAYLOR
CITY OF TAYLOR

OWNER(S): CHARLES LEM SHROEDER
154 CR 303

THOMAS KENT SCHIRDE

DONNA SUE POHLMASTZ

Keywords: *gender inequality, gender discrimination, gender equity, gender equality, gender justice, gender parity, gender mainstreaming, gender empowerment, gender equity, gender equality, gender justice, gender parity, gender mainstreaming, gender empowerment*

NUMBER OF LISTS: 1 (BUT CODE, FULLY REFINED)

LINEAR FEET
 HWY STREET: NONE

DOVER, WILLIAM D. SPENCER 1904

DATE OF PUL: 2400414 2097

CHILDCORP, LLC
755 WEST 3100th

931492ZCUBS 140721Z049
TBTG0 FFM No. 10104155

PERKINS ENGINEERING,
5725 W. 9th STREET

0013-0344/00/0000-0000\$10.00/0

SHEET 1 OF 2

EXHIBIT "C"

P2
1.72
ft

DRAFT

this works

this works

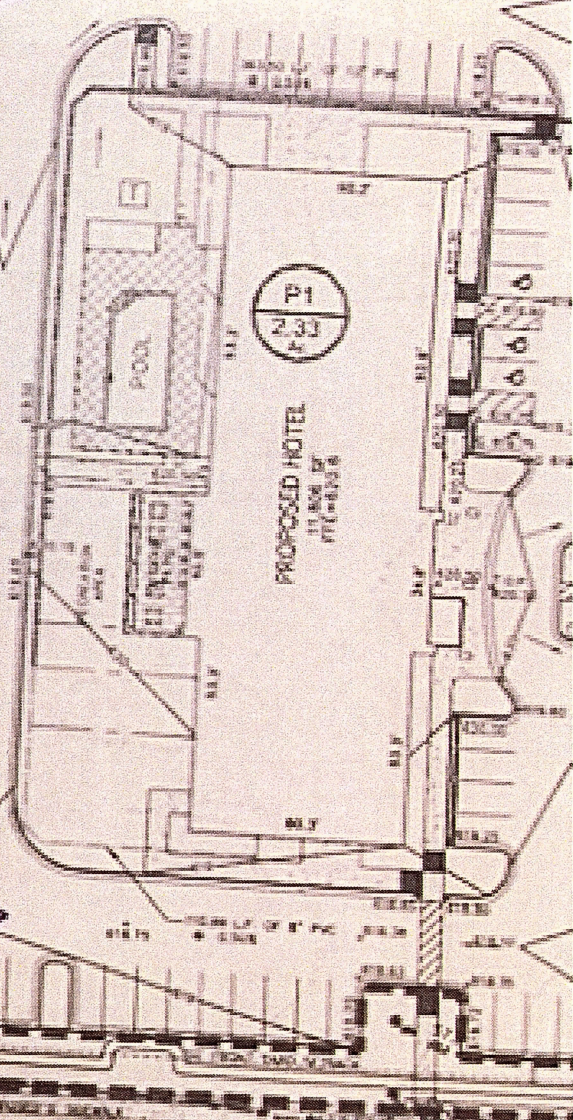
this works

REMARKS OF SITE WORK
CHARLES L. SCHWENK, ET
AL
DOCUMENT NO. 10
PROPOSED HOTEL, 11,508 SQ
FT (4,438.6 SQ
M)

100YR = 616.8
25YR = 616.5
10YR = 616.3
2YR = 615.9

DRIFICE
ON DETAIL

N 22° 30' 24" W 425.45'



Q ₁₀	Q ₂₅	Q ₁₀₀	Excess
0.000	0.000	0.000	0.000
0.000	0.000	0.000	0.000
1.000	2.000	4.000	12.000

NCE-4000 Input Format		
Function	Storage	Outflow
YR	(in ft)	(in ft)
Q10	0.0000	0.0000
Q25	0.0000	0.0000
Q100	0.0000	0.0000



City Council Meeting November 9, 2017

STRATEGIC PILLAR

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

Agenda Item #: 9

Agenda Title: Consider appointments to Historical Preservation Task Force.

Council Action to be taken: Make appointments of your choice

Department Submitted: Development Services

Staff Contact: Ashley Lumpkin, Director

1. PURPOSE/DESCRIPTION

A Historic Preservation Ordinance provides the framework for a city to protect its sense of place, maintain and/or revitalize downtown and older neighborhoods, and can assist in economic development.

2. STAFF ANALYSIS AND RECOMMENDATION (Why and How)

The update is being brought forward in response to a request by the Citizens for Historical Resource Preservation. Their draft ordinance language as well as the request for a task force is attached to this report. They included direction on what they felt was the best path forward for Task Force appointments; staff concurs. The committee requests a city staff member, two members from the current membership of the Taylor Conservation and Heritage Society ad hoc committee, a Chamber Representative, and three at other members appointed by City Council. Staff has attached a list of potential appointees. The ad hoc committee also requested Frances Sorrows be added as an honorary member.

Potential Task Force appointment, is also attached to this report. It is expected there will be several public meetings with Boards, property owners, and other stakeholders in the areas included in the ordinance as well as all residents of the City.

3. FUNDING SOURCE

N/A

4. TIMELINE CONSIDERATIONS

Staff would like to begin determining best dates for reoccurring Task Force meetings through the holidays and beyond for ordinance creation.

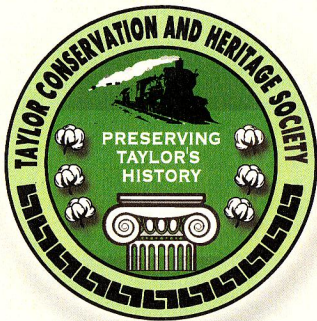
5. OTHER OPTIONS (In order of preference)
--

Adopting a Historic Ordinance was the only option considered at this time.

6. ATTACHMENTS

9a. [Historic Preservation Document](#) submitted by TCHS

9b. [Possible Task Force Appointment](#) Options



**Taylor Conservation & Heritage
Society, Inc.**
a 501(c)3 nonprofit corporation

Mr. Isaac Turner, City Manager
City of Taylor, Texas
400 Porter Street
Taylor, TX 76574

June 16, 2017

Dear Mr. Turner,

We are pleased to present the ***Taylor Historical Preservation Program*** to the City of Taylor. It is a comprehensive document, which includes an ordinance and guidelines for implementing a much needed preservation plan. Its purpose is to assist the City of Taylor in protecting Taylor's unique architectural landmarks, parks and neighborhoods.

This document was developed over the past six months by the **Citizens for Historical Resource Preservation**, an ad hoc committee of the Taylor Conservation and Heritage Society, Inc. This citizens group is made up of Joe Burgess, Nancci Burgess, Suzanne Bice, Wyndy Ellis, myself and consultant Ernest Rector.

This group has researched and drawn from successful programs in other cities, as well as the guidelines from the Texas Historical Commission. It has been tailored to address Taylor's specific and unique identity and the present and future needs relative to historical preservation.

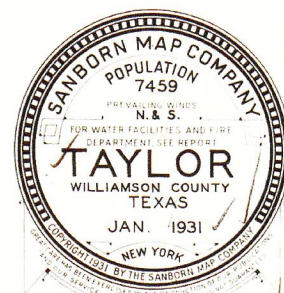
Members of the **Citizens for Historical Resource Preservation** are available for additional presentations, explanation and consultation. We are confident that this preservation program will indeed benefit the community's anticipated growth and economic health. With help and input from you and your staff, this program will become an integral part of the city of Taylor's long term and ongoing enhancement and enrichment plan.

I am sincerely yours,

A handwritten signature in cursive script, reading "Frances Sorrow".

Frances Sorrow, President, Taylor Conservation & Heritage Society

P.O. Box 385 Taylor, TX 76574 Taylorheritagesociety.org 512-365-3363
A 501(c)(3) nonprofit organization dedicated to the preservation of Taylor's history,
its diversity of cultures and its wealth of historic structures.



APR - 9 1931

C.C. San. 516

WATER FACILITIES:
Municipally owned. Source one 3200' deep well, capacity 1,250,000 gals. per 24 hrs. Gravity & direct pressure system.
One 15,000,000 gal. earthen reservoir 10' below business section.
Two Midwest elec. centrif. pumps, size 5" capacity 950 G.P.M. each.
One Gaulois triplex pump, size 12" 12" capacity 750 G.P.M. driven by oil engine.
One Stand pipe, capacity 150,000 gals. base level with business section.
Auxiliary system: In case of fire, pumps can be operated direct for high pressure (80 lbs.)
1 1/2 miles of 10" 8" 6" 4" water mains.
3 1/2 triple & double hydrants.
Average daily consumption 350,000 gals.
Domestic & fire pressure at corner of Main & 4th Streets 45 lbs.

FIRE DEPT:
Volunteer 77 Members. One Chief partly paid, two Asst. Chiefs, Volunteer 4 men, fully paid & 70 men, Volunteer two Fire Stations. Fully motorized.

FIRE STATION NO. 1
One American-LaFrance triple combin. hose, chemical booster & pumper truck carrying 1500' 2 1/2" hose, one 80 gal. chem. booster tank with 250' 1" hose. Pumper capacity 1000 G.P.M. & minor equipment.

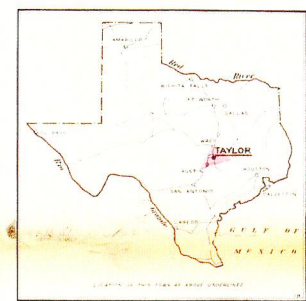
One American-LaFrance triple combin. hose chem. & pumper truck, carrying 300' 1 1/2" hose, 1000' 2 1/2" hose, one 80 gal. chem. tank with 250' 1" hose, pumper capacity 750 G.P.M. & minor equipment.

One American-LaFrance double combin. chem. & ladder truck carrying one 40 gal. chem. tk. with 250' 1" hose, 275' 1" of extension & roof ladders & minor equipment. 2000' 2 1/2" hose in reserve.

WEST END FIRE STATION
One American-LaFrance triple combin. hose chem. and pumper carrying 1000' 2 1/2" hose, 300' 1 1/2" hose, one 80 gal. chem. tank with 250' 1" hose. Pumper capacity 750 G.P.M. & minor equipment.

Fire Alarm given by telephone & elec. siren.
17 miles paving, grading, elevating.
NEARLY LEVEL. PUBLIC LIGHTING ELEC.

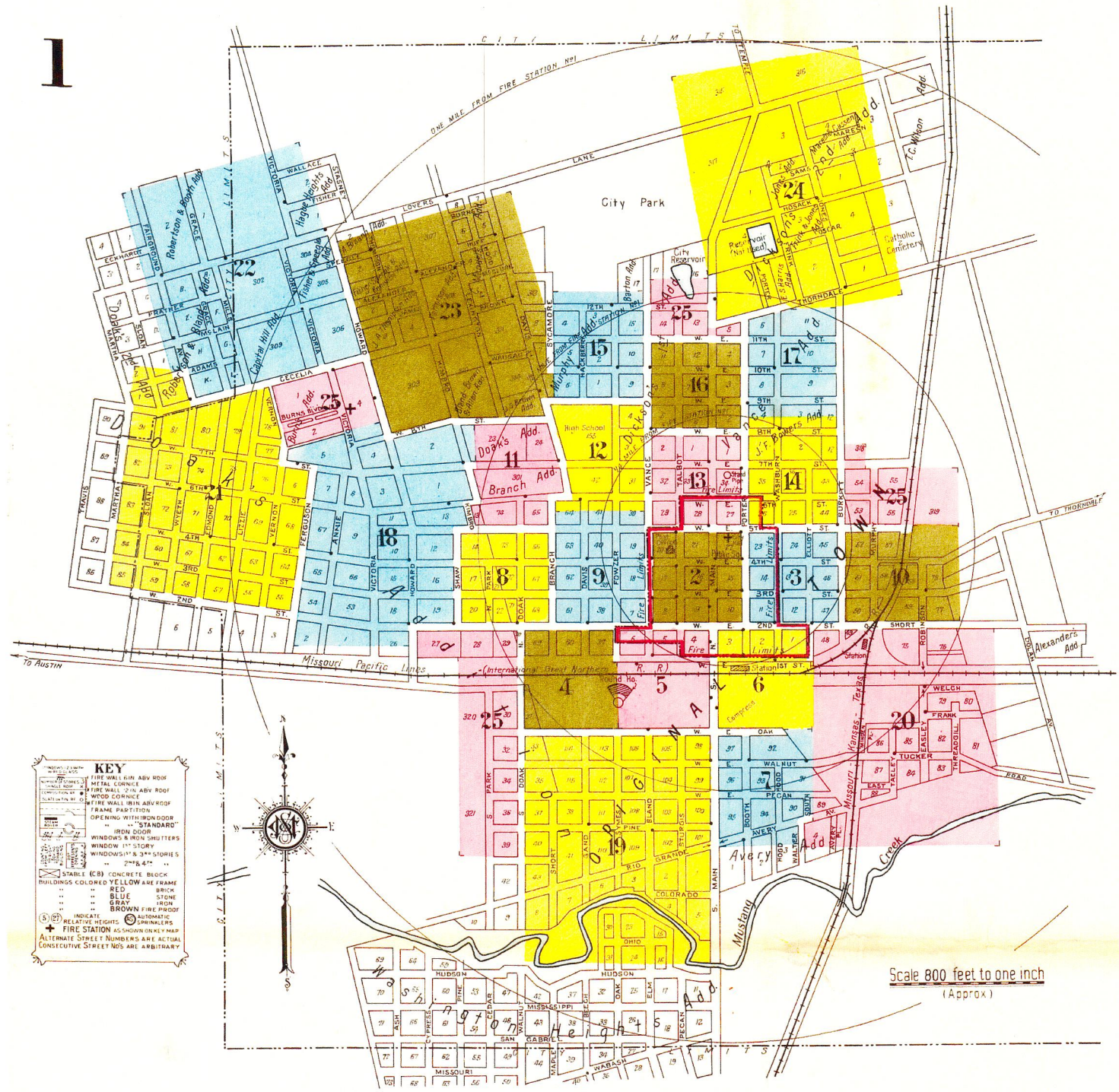
FIRE RESISTIVE ROOFING ORDINANCE
Ordinance prohibits wooden shingle roofs in Fire Limits only.



Scale 800 feet to one inch
(Approx.)

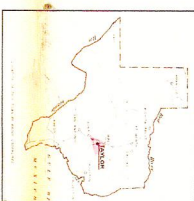
KEY

FIRE WALL, KIN. ASB. ROOF
METAL CORNICE
FIRE WALL, 2" W. ASB. ROOF
WOOD CORNICE
FIRE WALL, KIN. ASB. ROOF
FRAME PARTITION
OPENING WITH IRON DOOR
"STANDARD"
IRON DOOR
WINDOWS & SHUTTERS
WINDOW 1ST STORY
WINDOWS 2ND & 3RD STORIES
2ND & 3RD
STABLE (C.B.) CONCRETE BLOCK
BUILDINGS COLORED YELLOW ARE FRAME
RED BRICK
BLUE STONE
GRAY IRON
BROWN FIRE PROOF
(S) (2) INDICATE RELATIVE HEIGHTS
AUTOMATIC SPRINKLERS
+ FIRE STATION AS SHOWN ON KEY MAP
ALTERNATE STREET NUMBERS ARE ACTUAL
CONSECUTIVE STREET NOS. ARE ARBITRARY





Fire limits only.
Ordinances prohibit wooden shingle roofs.
Fire insurance companies.



INTOXIK

[illegible]

Citizens for Historical Resource Preservation
June 8, 2017

PROJECT PROPOSAL

“TAYLOR MADE” PROGRESS WITH PRESERVATION

I. Introduction

- ✚ This document is offered by an ad hoc committee of the Taylor Conservation and Heritage Society and proposes a plan for developing an Historical Preservation Ordinance and Operating Guidelines for the City of Taylor
- ✚ The purpose of this proposal is to create ongoing safeguards to protect Taylor's unique architectural landmarks, parks, and neighborhoods
- ✚ The experience of similar cities has shown Historic Preservation to be a very successful initiative in achieving not only physical preservation itself, but also stabilizing effects for property values and tax base, revitalization of neighborhoods, economic tourism based activities, and a general pride of ownership in older homes
- ✚ Support from city staff and City Council is critical to achieve these goals. The creation of a new ordinance and staff coordination are the primary functions required
- ✚ Although new procedures and coordination activities are needed, the implementation of this ordinance does not require budget allowances as its primary functions are handled by citizen boards with minimum staff oversight

II. Goals of the Program

The shifting emphasis on new growth and expansion Taylor has experienced during the past 5 -10 years and a genuine desire by her citizens to capture our city's colorful history has prompted the development of this historical preservation program.

The City of Taylor commitment to historical preservation, as public policy, will be established in 2017 with the adoption of this program to be managed under the present City of Taylor Development Code. The following goals are recommended:

- ✚ Survey structures and neighborhoods for the purpose of identifying historical resources such as landmarks, neighborhoods, and parks
- ✚ Protect, enhance and perpetuate identified local historical resources, thus safeguarding city historical architecture for future generations
- ✚ Designate landmarks encompassing sites and buildings of cultural or historical merit
- ✚ Stabilize property values in such areas to foster civic pride in accomplishments of the past
- ✚ Protect designated historical resources to strengthen the economy through tourism and promote the use of such historical resources for the betterment of the community
- ✚ Promote the reuse of abandoned properties, revitalize commercial properties and help stabilize neighborhoods
- ✚ Improve the city tax base
- ✚ Foster a renewed awareness and public recognition of our historical resources

III. Procedures for Creating Program

Task Force:

- ✚ City shall establish a task force to develop requirements and guidelines based on this program
- ✚ It is recommended the Task Force be comprised of a city staff member, two (2) members of the Taylor Conservation and Heritage Society ad hoc committee for historical preservation, a Chamber representative and three (3) at-large members appointed by Council. Task force will report findings to City Manager
- ✚ Task Force shall:
 - ✓ Review, evaluate, and refine the Ordinance (copy attached)
 - ✓ Review, evaluate, and refine Operating Guidelines as presented and included in this document (ref. Section IV)
 - ✓ Recommend and present Ordinance and Operating Guidelines to City Manager for consideration of proceeding to development

Council:

- ✚ Approve Ordinance
- ✚ Appoint formal Historical Preservation Board

Historical Preservation Board:

- ✚ Revise, adjust, and finalize Operating Guidelines detail
- ✚ Identify a variety of past, present and future issues that may affect preservation efforts in Taylor
- ✚ Solicit input from local, state and national preservation organizations as needed
- ✚ Present final Operating Guidelines, including necessary forms, to City Manager for approval

IV. Operating Guidelines

Board Responsibilities

The Taylor Historical Preservation Program (herein after referred to as the Program) is administered by the Historical Preservation Board.

The Board shall:

- ✚ Carry out all duties as stated in Ordinance No XXXX (TBD)
- ✚ Evaluate issues in continuing historical preservation, schedule discussions concerning designated subject areas, capture all information as a written record and historical documentation of the process
- ✚ Identify a variety of past, present and future issues that may affect preservation efforts in Taylor
- ✚ Request inclusion of additional historical resources as needed
- ✚ Solicit input from local, state and national preservation organizations as needed

Features and Benefits

The Program serves as a preservation guide, an appendix of applicable legal instruments, incentives, and planning tools for historical preservation in Taylor. By compiling these materials in one source, the information is readily available to the general public and local preservation groups.

The Program shall be considered a living document and contain a range of past and present issues requiring resolution. The program shall highlight issues warranting more study and offer avenues to resolution and implementation.

The Program serves a variety of purposes for the community:

- ✚ It is a preservation guide and policy statement on the state of historical preservation in Taylor
- ✚ It clarifies the workings of the city program and emphasizes the goals and accomplishments over the years
- ✚ It explains the preservation process and clarifies its application within standardized formats. Standardization of the program enhances

understanding by the public and ensures continuity as city staff and Board members change

- ✦ It serves as a basis for discussion, conflict resolution, and the official establishment of goals and priorities

RECOMMENDATIONS

During the development and ongoing upkeep of the Preservation Program, unanticipated issues may be identified by the Historical Preservation Board as priority items. Recommendations concerning future action shall accompany each proposal and offer a range of possible solutions. The City Council, using city procedure, will endorse these recommendations in concept only.

After concept endorsement, the Historical Preservation Board and city staff will further investigate the proposal and develop appropriate ordinances or policies necessary to implement specifics of the proposal. These ordinances and policies will be presented to City Council for approval according to city procedures.

- ✦ Priority One – Develop and execute an historical resources survey

By creation and continued building of inventory, an ongoing process of selection and evaluation of historical resources will be implemented and sustained. The historical survey is the beginning of the process of selection and evaluation. The continued building of inventory must be an ongoing activity that contributes to the historical designation process

- ✦ Priority Two – Broaden and strengthen the enforcement machinery

Management of the resource inventory depends upon a strong and clearly understood enforcement mechanism. Allowing for voluntary conformity (actions), the quality of the resulting preservation is ultimately whimsical and degraded

- ✦ Priority Three – Ensure the program encompasses less obvious neighborhoods

Historical preservation efforts have often served to displace existing residents in these neighborhoods. The program is a concept of enhancement intended to serve the entire community by endeavoring to avoid such unintended actions

- ✦ Priority Four – Create preservation incentives

Develop incentives that will promote pride of ownership

CONCLUSION

The Taylor Historical Preservation Program, as presented, is a dynamic document that describes both the program of today and its direction for the future. The new growth and expansion Taylor has experienced during the past five - ten years and a genuine desire by her citizens to capture our city's colorful history has prompted the development of this Historical Preservation Program. The city must ensure that the historical preservation program continues to broaden its impact and support while accomplishing its original goals of designation, protection and enhancement of her historical resources. As the national preservation movement has grown and diversified, so must Taylor harness these initiatives.

The Preservation Program will serve a variety of uses for the Taylor community:

- ✚ It establishes a Board charged with implementation and administration of the Preservation Program
- ✚ It includes a preservation guide and policy statement on the state of historical preservation in Taylor
- ✚ Its purpose is to explain the preservation processes and clarify their application within standardized formats
- ✚ It provides a public forum for issues discussion, conflict resolution, and the official establishment of goals and priorities
- ✚ It addresses critical issues facing historical preservation and prescribes recommendations for action
- ✚ It raises public awareness of cultural value as a basis for designation
- ✚ It establishes and maintains an inventory of historical resources
- ✚ It serves as a blueprint for tomorrow

V. Timetable

Implementation process is dependent upon acceptance of Ordinance by Taylor City Council

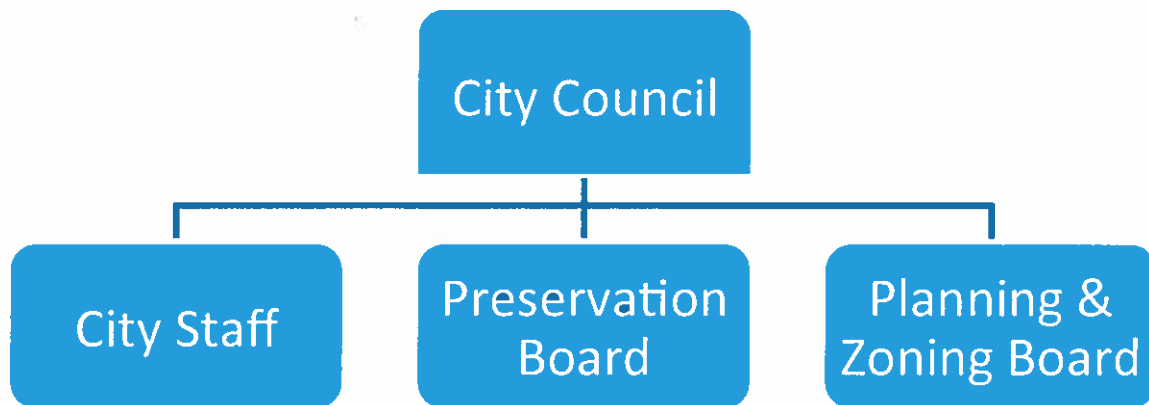
	Description of Work	Start and End Dates
Phase One	Appointment of Task Force	
Phase Two	Ordinance Approval	
Phase Three	Seating of Preservation Board	
Phase Four	Implementation of Ordinance	

VI. Budget

There is negligible budget impact associated with this proposal

Total	\$ 0.00
-------	---------

VII. Key Personnel



ORDINANCE NO. XXXX

AN ORDINANCE OF THE CITY OF TAYLOR, TEXAS, ESTABLISHING HISTORICAL RESOURCE AND NEIGHBORHOOD PRESERVATION

Section 1 Title

This ordinance shall be known and may be cited as "**Historical Resource and Neighborhood Preservation Ordinance, City of Taylor, Williamson County, Texas.**"

Section 2 Program Goals

The historical preservation ordinance is intended to achieve the following policy goals:

- 2.1** Protect, enhance, and perpetuate Historical Resources and Neighborhoods which represent or reflect significant elements of city architectural, archeological, cultural, ethnic and political history
- 2.2** Safeguard designated historical resources through appropriate regulations
- 2.3** Stabilize and improve property values in designated areas
- 2.4** Foster civic and cultural pride in the beauty and legacy of the past
- 2.5** Protect and enhance city and neighborhood attractions for tourism, thus strengthening the economy of the city
- 2.6** Provide a review process for the continued preservation of city historical resources

Section 3 Definitions

3.1 Appurtenance: A feature related to a parcel of land or to a building, structure, object, site, or a related group thereof. The term includes, but is not limited to, buildings, structures, objects, landscaping features, walls, fences, light fixtures, steps, paving, sidewalks, shutters, and signs

3.2 Certificate of Appropriateness (COA): A document evidencing the approval of the Historical Resources Preservation Board (herein known as Board) signed and dated by the Chairman of the Board and City Development Services Office for the proposed changes, improvements or construction to property located in a designated neighborhood or Historical Resource including demolition, installation, construction, alteration, restoration, or removal of any exterior feature

3.4 Demolition: An act, process or neglect which destroys a site or structure in its entirety, or which destroys a part of a site or structure and permanently impairs its structural, historical or architectural integrity

3.5 Exterior Architectural Feature: The architectural style, design, general arrangement and components of all of the outer surfaces of a building or structure, as distinguished from the interior surfaces enclosed by such outer surfaces.

Exterior architectural features shall include, by way of example but not by limitation, the kind, color, texture of the building material and the type and style of all windows, doors, lights, signs and other fixtures appurtenant to such building or structure

3.6 Taylor Historical Resource Survey: A comprehensive architectural survey of all properties within the city and adjoining areas, as created in XXXX (TBD), future amendments to the same shall be automatically included herein.

3.7 Historical Neighborhood: An area of the city designated by the City Council as a Taylor Historical Neighborhood, as having definable geographic boundaries, a significant concentration, linkage, or continuity of sites, buildings, or structures united historically by plan, appearance, or physical development. The designation "Taylor Historical Neighborhood" recognizes that the component historical buildings, structures, accessory buildings, fences, or other appurtenances of the neighborhood are of basic and vital importance for the preservation of local culture and neighborhoods as well as economic development and promotion of tourism

3.8 Historical Resource/Landmark: A resource, aged 75+ years, designated as having historical and/or cultural significance for the community. The designation "Historical Resource" recognizes that the historical place, or the building(s), structure(s), accessory building(s), fences, or other appurtenances at the place are of basic and vital importance for the preservation of local culture and neighborhoods as well as economic development and promotion of tourism

3.9 Ordinary Repairs or Maintenance: Work done to prevent deterioration of a resource or any part thereof by returning the resource as nearly as practical to its condition prior to such deterioration, decay, or damage and by using original material or approved substitutions

3.10 Insignificant Alteration: Repair or maintenance, alteration, change, restoration, or removal of any exterior architectural feature of a building or structure which does not involve significant changes in the architectural or historical value, style, general design or appearance

3.11 Significant Alteration: An alteration, change, restoration, removal or demolition of an external architectural feature of a building or structure which involves a significant change in the architectural or historical value, style, general design, or appearance or for any other reason

3.12 Demolition by Neglect: Occurs when a party having ownership, custody, or control of a resource allows or causes, through a failure to perform routine or minimum maintenance, gradual or accelerated deterioration of a designated resource.

3.13 Natural Disaster: Destruction of a resource by forces outside human control, such as an earthquake or tornado, for which no person can be held responsible.

Section 4 Historical Resource Preservation Board

4.1 Creation of Historical Resource Preservation Board:

4.1.1 The Historical Resource Preservation Board (herein referred to as the "Board,") shall consist of seven (7) members appointed by the City Council.

4.1.2 Preference for appointment shall be given to professionals from the areas of architecture, history, urban planning, real estate, legal, or archeology.

4.1.3 At least one member should be appointed from the Taylor Conservation and Heritage Society, one from the Main Street Advisory Board and one from the Friends of the Moody Museum.

4.1.4 Each member shall be a qualified property owner of the city and at least four members shall reside and own properties in areas where the majority of structures are 75+ years old.

4.2 The Chairman (or designate) of the Historical Resource Board shall attend all city meetings in which Board Certificates of Appropriateness and/or recommendations are considered

4.2.1 The By-Laws of the City of Taylor shall be used as the operational guidelines of the Board

4.2.2 The Board shall review and act upon all applications proposing facade alterations, changes and/or demolition, of features within the designated areas or any other historical preservation site created, established or designated by the City Council in the future

4.2.3 The Board shall grant or deny Certificates of Appropriateness based on presented materials only

4.2.4 The Board shall make an annual report to the City Council on the state of historical preservation in the city and shall include in the report a summary of its activities for the past year and a proposed program for the next year

4.2.5 The Board shall have the further responsibility of recommending to the City Council and city departments, the adoption of policies, sources of funding, and designation of Historical Resources that may further the city preservation effort

4.2.6 The Board shall otherwise determine its own rules of procedure except as may be specifically set forth in this ordinance

Section 5 Designation of Historical Neighborhoods and Resources

5.1 Boundaries: The Historical Neighborhoods shall be defined by the boundaries of the survey dated XXXXX (TBD) and any additions thereto. The Historical Neighborhoods shall encompass the area shown on the map attached hereto as Exhibit A. At the discretion of City Council, the area may be altered or expanded as needed. Additional historical preservation areas may be established by the City Council and thereafter governed by this ordinance

5.2 Historical Resource Criteria: In making the designation of an area as a Historical Neighborhood/Resource, the City Council shall ensure that the area is 75+ years old and has one (1) or more of the following characteristics:

5.2.1 Character, interest, or value as a part of the development, heritage, or cultural characteristics of the city

5.2.2 Location as the site of a significant historical event

5.2.3 Embodiment of distinctive characteristics of an architectural type

5.2.4 Relationship to other distinctive buildings, sites, districts, or structures which are historically significant

5.2.5 Unique location of singular physical characteristics representing an established and familiar visual feature of a neighborhood, community or city

5.2.6 Value as an aspect of community sentiment or public pride

5.2.7 Identification with a person or persons who significantly contributed to the development or culture of the city, the state or the nation

5.2.8 Value as protection from degradation of a historical resource

5.3 Inclusion Timelines: The original city plat will be the first inclusion and assigned an historical designation. Platted additions, subdivisions, etc. will be added in toto.

5.4 Notification: Residents shall be notified when their structure is encompassed and offered all incentives the city has approved. Should an owner opt out of inclusion, upon sale, death, or otherwise vacating, the property will become subject to these guidelines and must be marketed as located in an historical area with the associated requirements.

5.5 Protection during Review: An individual property or area under review by the city for a formal determination as an historical resource is immediately protected by, and subject to, all the provisions of this article governing demolition, minimum maintenance standards and penalties until a decision by the City Council becomes final.

Section 6 Certificate of Appropriateness (COA)

6.1 Mandatory Application Review

6.1.1 No person or entity shall install, construct, reconstruct, repair, alter, change, restore, remove, or demolish any structure or exterior architectural feature or other significant appurtenance of any historical resource or any building or structure, nor shall any new structure be constructed located within a designated Historical Neighborhood unless and until the Board has completed its review of the proposed changes or new construction as set forth in the application for Certificate of Appropriateness (COA).

6.1.2 Such review shall consist of the granting or denial of a COA with regard to the subjects set forth in Subsections 6.2 – 6.5, as applicable.

6.2 Review Process

6.2.1 A building permit may not be granted for a property in any Historical Neighborhood/Resource locale until all required reviews have been completed

6.2.2 A Certificate of Occupancy (COO) will not be granted until compliance with all COA requirements is certified according to city procedure.

6.2.3 The Board shall have the power to approve and deny applications for COAs

6.2.4 All COAs shall follow city approval processes.

6.2.5 All decisions regarding COAs shall be in writing and shall state the findings of review, its recommendations and requirements. The same shall appear in the written minutes of each reviewing board.

6.3 Expiration of Certificate

Each COA shall expire eighteen (18) months after issuance

6.4 Resubmission of Denied Application

A COA, if denied, may only be resubmitted with a qualifying design or materials change as determined by the Chairman of the Board

6.5 Multiple Certificates

A COA is required for each distinct and separate project.

6.6 Application and Procedure

6.6.1 Applicant shall submit to the Chairman of the Board an application for a COA which includes written data and information thoroughly describing the project including all supplemental documentation explaining the proposed alteration or build.

6.6.2 The applicant shall submit all required data and information not less than fourteen (14) days prior to the next scheduled public meeting of the Board.

6.6.3 The Board may hold any additional meetings within sixty (60) days following initial Board review as may be necessary to carry out its responsibilities.

6.6.4 The Board shall make its determination and report the same using established city procedures within ten (10) days after final decision unless the Board and the applicant mutually agree to extend the period of review.

6.6.5 There is no implied approval of an application due to circumstances that reasonably delay Board action.

6.6.6 The applicant shall be given written notice of the time and place of the meeting by regular mail to the address on the application and/or to property owners as appear on the records of the Williamson County Appraisal District. Notice of the meeting and subject matter shall be posted in accordance with the Texas Open Meetings Act

6.6.7 The applicant or his/her agent, or representative, shall attend at least one (1) meeting of the Board during which his/her application is considered, otherwise the Board shall not take action and the application will be deemed to be incomplete.

6.6.8 The Board shall forward its report and recommendation to city staff.

6.7 Fee

No additional fee shall be required for the Historical Board review process.

Section 7 Criteria for Review, Evaluation and Disposition of COA

In determining the recommendation and action of an application for a COA, the Board shall review and decide the appropriateness of the proposed alterations of the following with regard to:

7.1 Removal, Addition or Modification of Architectural Features

The distinguishing historical qualities, architectural features or character of a building, structure, or site and its environment shall not be destroyed, removed or modified if in full view from an adjacent public street or walkway. Architectural features include, but are not limited to, exterior wall materials, windows, railings, decorative woodwork, masonry and stone elements.

7.2 Paint Color and Application

A pallet of historical colors is available for most time periods of construction. To continue the historical integrity of structures in the neighborhoods, these recommended colors continue to be acceptable today. The painting of existing historical buildings resources composed of materials such as unpainted stone or unpainted masonry requires Board review and approval.

7.3 Scale of New Construction

The Board will review all new construction plans within designated historical areas to ensure compatibility with the surrounding buildings and environment in relation to height, gross volume, proportion, and setback.

Ref: City of Taylor, Code of Ordinances, APPENDIX B-Zoning Ordinance

7.4 Impact of Proposed Changes

The impact of the proposed changes shall not alter the general historical, cultural, and architectural nature of the neighborhood or resource.

7.4.1 Review and evaluation of applications shall be based its conformity to the general character and value of the particular historical area involved.

7.4.2 Current needs of the property owner must be considered

7.4.3 Plans for proposed new construction or other reuse of a property and the effects on the historical, cultural, social, or architectural identity of the surrounding area will be positive and promote the goals of this ordinance

Section 8 Demolition/Removal/Relocation Approval

The Board shall use the following additional criteria when reviewing and determining the recommendation and action for a COA with regard to demolition or removal of a Historical Resource, a resource within a designated Historical Area or any other Historical Preservation Area established by City Council.

8.1 A demolition application must be reviewed by the Board and be affirmatively found if:

8.1.1 Measures could not be taken to adaptively reuse, rehabilitate, or restore the building or structure at its existing site

8.1.2 Measures have been taken to relocate the resource to a new site within the same property or within the neighborhood if possible

8.1.3 The condition of the building or structure is such that it has been so altered or deteriorated it has lost its value and is no longer significant as an historical resource. The condition shall not be due to demolition by neglect or action of the owner or another related person or entity

8.1.4 The estimated cost of restoration or repair is so excessive as to create an unreasonable economic hardship for the owner and the condition is not due to demolition by neglect

8.2 In the case of a removal/relocation application the Board shall affirmatively find:

8.2.1 Measures could not be taken to adaptively reuse, rehabilitate, or restore the building or structure at its existing site

8.2.2 The resource is no longer significant to the area in which it is situated

8.2.3 Measures have been taken to relocate the resource within the same property and the same cannot be accomplished

8.2.4 Measures have been taken to relocate the resource within an appropriate designated Historical Area or where the goals of this ordinance will be furthered

8.2.5 Leaving the resource at its current location creates an economic hardship for the owner and the condition is not due to demolition by neglect

8.3 Failure to achieve the issuance of COAs may lead to legal action by the city.

Section 9 Penalties and Restrictions

The applicant shall obtain an approved COA prior to commencement of any work detailed in the application. Compliance with the requirements set forth in a COA is mandatory.

The City of Taylor procedures for notification and resolution timeframes of said penalties will be followed. The exercise of one or more penalties shall not preclude the exercise of any others. Any person, firm, corporation or other entity found to be in violation of this ordinance may incur the following penalties:

9.1 Penalties for nonconformance as set forth in City of Taylor Ordinances for all violations

9.2 Restrictions on future development: If an historical resource, located either within or pertinent to a designated Historical Neighborhood or any other Historical Preservation Resource, is demolished or relocated without a COA, or in the event the plans for the property are changed from which the resource was removed without approval of the revised plans by the Board, the following restrictions, in addition to any other penalties or remedies set forth in this ordinance, shall be applicable to the site where the structure or property was formerly located:

9.2.1 No building or other permits, including curb cuts, shall be issued for construction on the site, with the exception of a permit to restore such structure or property after obtaining an approved COA, for a period of five (5) years after the date of such demolition or removal

9.2.2 No parking lot for vehicles shall be created whether for remuneration or gratis on the site for a period of ten (10) years from the date of such demolition or removal

9.2.3 The owner of the site shall maintain the site in a clean and orderly state and shall properly maintain all existing trees and landscaping on the site

9.2.4 When these penalties and restrictions become applicable to a particular site, City of Taylor shall cause to be filed a verified notice thereof in the Real Property Records of Williamson County and such restrictions shall then be binding on future owners of the property

9.3 Cumulative Remedies: The provisions of this section shall apply in addition to other enforcement procedures or penalties which are available at law or in equity including, but not limited to, those available for adversely affecting historical structures or property under Section 315.006 of the Texas Local Government Code and Section 442.016 of the Texas Government Code as the same may be amended from time to time, injunctive remedies and the like

9.4 Civil Action: As an additional remedy to the penalties stated above, the City Attorney for the City of Taylor or designee shall have the power to take all necessary civil action to enforce the provisions hereof and to request appropriate legal or equitable remedies or relief

9.5 All restrictions remain attached to the physical property regardless of ownership. The same may include, but not limited to, the requirement that all conditions be fulfilled prior to issuance of a building permit for the original resource location

Section 10 Appeals Process

10.1 Any decision made by the Board may be appealed through City of Taylor administrative procedures

10.2 Appeal packets may be obtained from city staff

10.3 Contested appeal decisions may be handled through appropriate judicial processes

Exhibit – Sanborn Map of Taylor Additions 1931

http://www.lib.utexas.edu/maps/sanborn/s-u/txu-sanborn-taylor_1931-01.jpg

Irene Michna

Suzanne Bice

David Legere -

Debbie Kovar

Judy Blundell or Kelly Eddleman

Janetta McCoy

Tia Stone

Nancci Phillips-Burgess

Staff Liason



City Council Meeting November 9, 2017

STRATEGIC PILLAR

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

Agenda Item #: 10

Agenda Title: Consider approval of Guaranteed Maximum Price Proposal for Skatepark project.

Council Action to be taken: Approve proposal as presented

Department Submitted: Parks and Recreation

Staff Contact: Casey Sledge, Consulting Engineer
Mike DeVito, Director

1. PURPOSE/DESCRIPTION

This item is related to the Design Build Service agreement for the SkatePark project.

2. STAFF ANALYSIS AND RECOMMENDATION (Why and How)

On June 8, 2017 Council awarded the Design-Build contract to Evergreen Skateparks. Evergreen Skateparks has completed the design and ready to move into the construction phase. A Guaranteed Maximum Price of \$412,000 has been provided for the skatepark and drainage improvements associated with the skatepark.

Staff recommends Council award the Guaranteed Maximum Price in the amount of \$412,000 for the Skatepark.

3. FUNDING SOURCE

The skatepark project is partially funded with grant money received from Project Loop, Union Pacific, and the Texas Parks and Wildlife Department in addition to city funding.

\$100,000	Project Loop (including Tony Hawk Grant)
\$100,000	City
\$250,000	Texas Parks and Wildlife Grant
<u>\$ 10,000</u>	<u>Union Pacific Grant</u>
\$460,000	Total funding available

With the remaining funds, we intend to install signage, benches, shade, landscaping, and solar lighting at the Skatepark.

4. TIMELINE CONSIDERATIONS

If the GMP is awarded tonight, Evergreen Skateparks plans to begin work on the skatepark the week following Thanksgiving.

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

6. ATTACHMENTS

10a. [Cost Estimates](#)

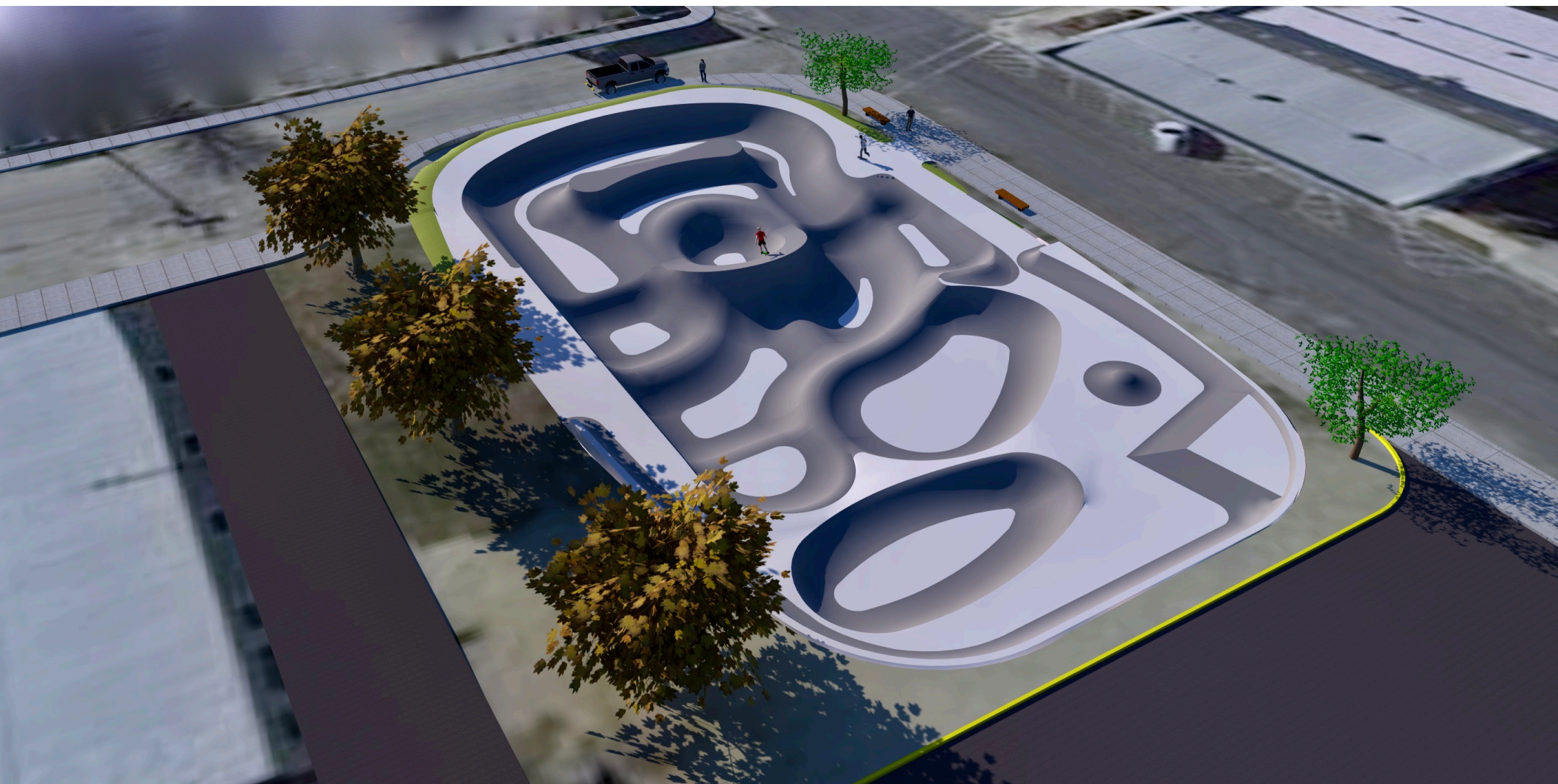
10b. [Design](#)

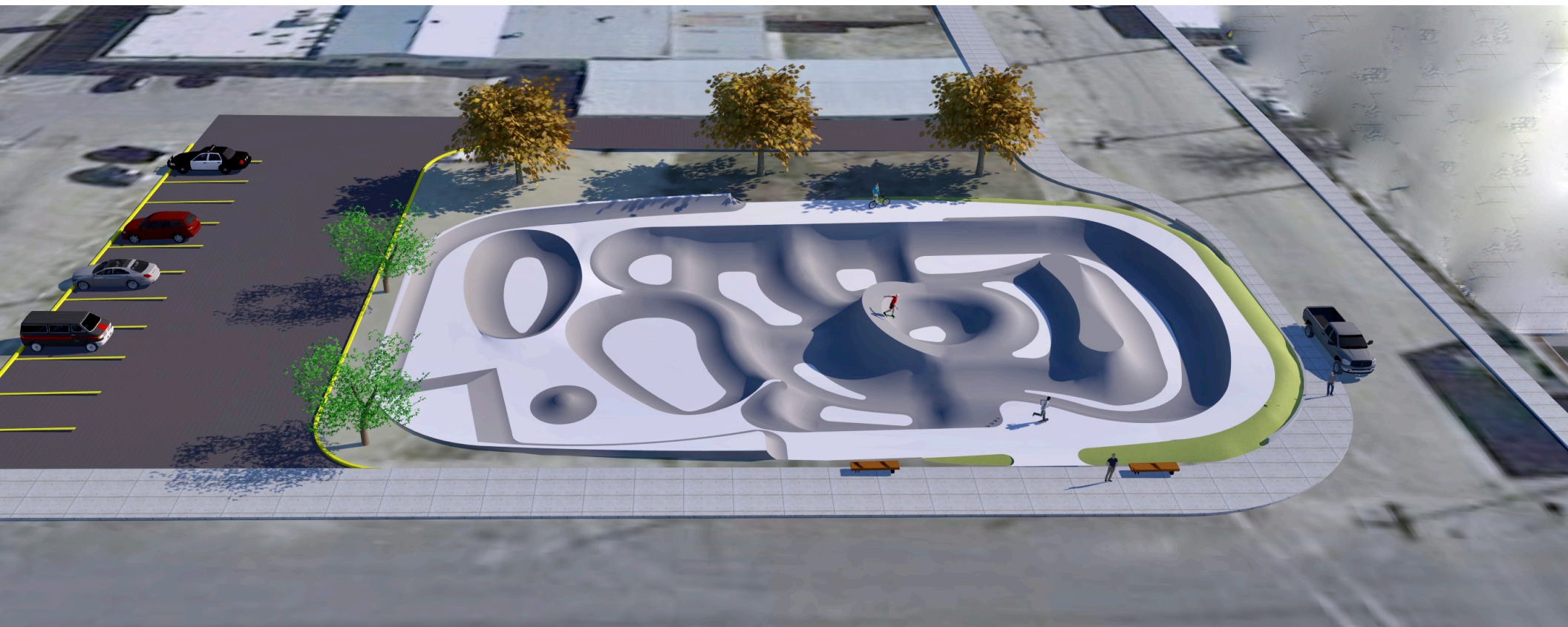
TAYLOR SKATEPARK COST ESTIMATES

Yes/No	Description	Amount
☒	14,000 SQ. FT SKATEPARK	\$387,000.00
☒	DRAINAGE INSTALLATION	\$25,000.00
☐		
☐		
☐		
☐		
☐		
☐		
☐		
☐		
	Total	\$412,000.00



TAYLOR, TEXAS SKATEPARK DESIGN







City Council Meeting November 9, 2017

STRATEGIC PILLAR

☐ Streets/Infrastructure

☒ Quality of Life

☐ Economic Vitality

Agenda Item #: 11

Agenda Title: Receive update on Community and Neighborhood Clean Up efforts.

Council Action to be taken: Receive report

Department Submitted: Development Services/Code Enforcement

Staff Contact: Ashley Lumpkin, Director

1. PURPOSE/DESCRIPTION

This item includes an update on the results of the October 21, 2017 city-wide and neighborhood clean-up event.

2. STAFF ANALYSIS AND RECOMMENDATION (Why and How)

The City of Taylor held its fifth targeted neighborhood cleanup event on October 21, 2017. The area chosen coincided with the newly repaved portion of West 4th Street. The Neighborhood Cleanup events are planned to be held in conjunction with the City-wide Cleanup event in both the spring and fall. The first event served as a launching point for future initiatives.

This event also included sponsors this year. A special thanks to Whataburger, Walmart, 4th Street Grind, Tall Grass Guy, Crossroad Church, Church of Jesus Christ of Latter-Day Saints, McCoy's Building Supply, Floyd's, Texas Beer Company, and Taylor Texas Economic Development Corporation.

Included below are the neighborhood clean-up event numbers as well as several years of city-wide clean-up data. The city-wide numbers are still being tallied at this time, but city-wide clean-up took in 192 tons, which is 47 more tons than last year's event.

Neighborhood Clean-Up Events				
	# of Containers	# of Tires	Tons	# of Volunteers
Oct-15	1			58
Apr-16	4	156	26.11	115
Oct-16	2	115	9.5	117
Apr 17	2	18	12.81	75
Oct 17	3	20	5.48	40

City Wide Clean Up Details						
	Main Street			Welch Street		
	# of Vehicles	# of Trucks Filled	Tons Compacted	# of Vehicles	# of Trucks Filled	Tons Compacted
Apr-15	168	5	45	118	4	36
Oct-15	136	5	45	135	6	54
Apr-16	186	8	72	133	7	63
Oct-16	171	8	72	129	7	63
Apr-17	192	8	73	140	8	72
Oct 17	Pending Final Breakdown of numbers					

3. FUNDING SOURCE

The clean-up is funded through Parks, Public Works, and Development Services budgets.

4. TIMELINE CONSIDERATIONS

The spring clean-up area will be decided upon in 2018 and will coincide with the spring city-wide clean-up.

5. OTHER OPTIONS (In order of preference)

None considered, this is for an update only.

6. ATTACHMENTS

11a. Fall 2017 Photos



City Council Meeting November 9, 2017

STRATEGIC PILLAR

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

Agenda Item #: 12

Agenda Title: Consider appointment to the Williamson County-Cities Health District Board of Health.

Council Action to be taken: Appoint candidate of your choice

Department Submitted: City Administration

Staff Contact: Susan Brock, City Clerk

1. PURPOSE/DESCRIPTION

Council appointed Ms. Pamela Sanford to the Williamson County-Cities Health District Board of Health in July, 2006, reappointed in 2008, 2011, and again in 2014. Her term expires on December 31, 2017 and she is not interested in being reappointed to the Board.

2. STAFF ANALYSIS AND RECOMMENDATION (Why and How)

The Williamson County Board of Health is the administrative authority for the Williamson County & Cities Health District. The five governmental entities that form the Health District appoint citizen representatives to the Williamson County Board of Health. Each city appoints one member and the Commissioners' Court appoints two members to serve 3 year staggered terms.

Ms. Carol Bachmayer has indicated that she would be honored to serve as the Taylor representative on the Williamson County Board of Health. She is retired from a long career as a nurse and has served as a volunteer on numerous community organizations and is currently a member of the Main Street Advisory Board.

3. FUNDING SOURCE

N/A

4. TIMELINE CONSIDERATIONS

The next Board of Health meeting is scheduled for January 4, 2018 and your recommendation for appointment is requested prior to that date if possible.

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

Continue to seek applicants prior to an appointment.

6. ATTACHMENTS

12a. [Board of Health Roster](#)

12b. Background Information on Ms. Bachmayer



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After Hours Emergency Contact
512-864-8345

Williamson County and Cities Health District
100 West 3rd Street
Georgetown, TX 78626
512-943-3600

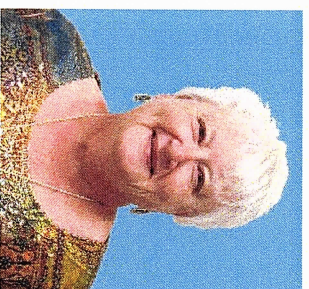
[Clinic Locations](#)



Ehab Kavar, Chair

Represents: City of Hutto
Appointed: Jan. 2015
Term Expires: Dec. 2017

[Ehab Kavar Bio](#)



Joanne Land

Represents:
Williamson County
Appointed: Oct. 2016
Term Expires: Dec. 2017

[Joanne Land Bio](#)

Pam Sanford, Secretary

Represents: City of Taylor

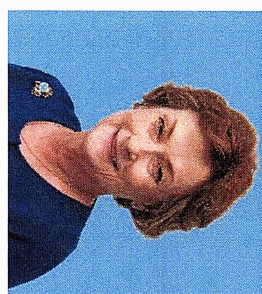
Marlene McMichael

Represents: Williamson County





Appointed: Oct. 2015
Term Expires: Dec. 2016
[Pam Sanford's Bio](#)



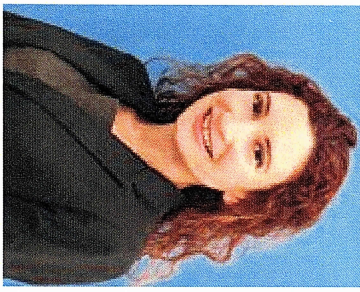
Appointed: Nov. 2016
Term Expires: Dec. 2017
[Marlene McMichael's Bio](#)



Mary Faith Sterk, MSW, LCSW
Represents: City of Georgetown
Appointed: April 2015
Term Expires: Dec. 2016
[Mary Faith Sterk's Bio](#)



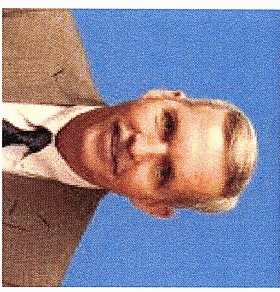
Dr. Luis Egelsee
Represents: City of Leander and City of Liberty Hill
Appointed: Jan. 2014
Term Expires: Dec. 2018
[Dr. Luis Egelsee's Bio](#)



Selicia Sanchez-Adame
Represents: Round Rock
Appointed: Jan. 2013
Term Expires: Dec. 2018
[Selicia Sanchez-Adame's Bio](#)



Edward Strout, RN, CEN, LP
Represents: Cedar Park
Appointed: Jan. 2016
Term expires: Dec. 2018
[Ed Strout's Bio](#)



John H. Teel M.S., R.S.
Executive Director
Email: [John H. Teel](#)



Williamson County & Cities Health District

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Board of Health Meetings Agenda / Minutes:

The Board of Health meets bi-monthly at 6:30 p.m. unless otherwise noted. Meetings are held at 211 Commerce Blvd. Round Rock, TX 78664 in the Wellness Center in Building A, and are open to the public. [[Archived Agendas and Minutes](#)]

2018

Regular Meeting - January 4

2017

Regular Meeting - November 2

Regular Meeting - September 7

Regular Meeting - July 6

Special Called Meeting - May 18

Regular Meeting - May 4

Regular Meeting - March 2

Special Called Meeting - February 23

Regular Meeting - January 5

2016

Special Called Meeting - December 3

Regular Meeting - November 3

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[After Hours Emergency Contact](#)
512-864-8345

From: Carol Bachmayer [mailto:clb9617@yahoo.com]

Sent: Monday, November 06, 2017 2:02 PM

To: Susan Brock <susan.brock@taylortx.gov>

Subject: Re: Wm Co Bd of Health?

Susan, thank you for considering me for the Williamson Board of Health. I would be honored to accept this position and hope that I will be approved by the city council for this position.

Thanks again,

Carol Bachmayer

Carol Bachmayer

1902 Old Coupland Rd, Taylor, Texas 76574

512-365-9617, clb9617@yahoo.com

Objective

To represent Taylor on the Williamson County Health Board.

Education

SCHOOL

- Graduated from Monett High School, Monett, Missouri
- Graduated from Johns Hospital LVN School of Nursing, attended Lee County Junior College, Baytown Texas.
- Trained in Houston, Texas and certified in Vascular Ultrasound
-

Skills & Abilities

- Worked at Johns Hospital in Taylor for five years. Worked at Northeast Medical Center in the
- Emergency Department for three years. Worked in the Vascular Department for five years. Worked at Texas Heart in Vascular Department two years.
- Worked at Seton Hospital Vascular Department for two years.
- Worked at Cardio-Thoracic Vascular Surgeons for five years.
- Retired in 1998.
-
- My husband and I own Red Mini Storage and Bachmayer Equipment in Taylor. I run the office doing billing and collections.

LEADERSHIP

- I served on the Taylor Chamber of Commerce Board, serving as Chairman of the Taylor Chamber in 2001.
- I am on the board of the Taylor Salvation Army, serving as treasurer.
- Also serve on the Taylor Main Street Board. I have been on and off that board for several years.
- I am a volunteer mentor assistant to John Matthews (TISD Family Services Director) at Taylor Main Street Campus. I have served with Mr. Matthews for eight years.
-
- I am looking forward to serving on the Williamson County Health Department Board.



City Council Meeting November 9, 2017

STRATEGIC PILLAR

☐ Streets/Infrastructure

☒ Quality of Life

☐ Economic Vitality

Agenda Item #: 13

Agenda Title: Consider Resolution R17-18 casting votes for Williamson Central Appraisal District (WCAD) Board of Directors.

Council Action to be taken: Cast votes for candidate(s) of your choice

Department Submitted: City Administration

Staff Contact: Susan Brock, City Clerk

1. PURPOSE/DESCRIPTION

Per Section 6.03 of the Texas Property Tax Code, each taxing unit must determine their vote by resolution and submit it to the Chief Appraiser before December 15, 2017.

2. STAFF ANALYSIS AND RECOMMENDATION (Why and How)

In October, Council was given the opportunity to submit nominations for candidates to be added to the ballot for the election of the Board of Directors of the Williamson Central Appraisal District. Council took no action on this issue.

This item includes the Official Ballot which is now attached and includes 5 candidates for your consideration. Brief biographical information is also included in this packet.

3. FUNDING SOURCE

N/A

4. TIMELINE CONSIDERATIONS

Deadline to return the Resolution with your vote(s) is December 15, 2017.

5. OTHER OPTIONS (In order of preference)

The City of Taylor has 35 votes to cast for a single candidate or the votes can be split. Staff does not have a recommendation and the choice is yours.

6. ATTACHMENTS

13a. [Resolution R17-18](#)

13b. Official Ballot and Letter from WCAD and voting information

13c. [Background info on nominees](#)

RESOLUTION NO. R17-18

A RESOLUTION OF THE CITY OF TAYLOR, TEXAS CASTING VOTES
FOR CANDIDATES TO THE WILLIAMSON CENTRAL APPRAISAL
DISTRICT BOARD OF DIRECTORS

WHEREAS, the City of Taylor is entitled to cast votes for candidates for each position to be filled on the Williamson Central Appraisal District Board of Directors; and

WHEREAS, the City of Taylor has a total of thirty five (35) votes to cast for candidates to the Board of Directors.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Taylor hereby casts its 35 votes as follows:

for the Williamson Central Appraisal District Board of Directors.

PASSED and APPROVED by the City Council of the City of Taylor, Texas on the 9th day of November, 2017.

Brandt Rydell, Mayor

Attest:

Susan Brock, City Clerk

CERTIFICATE

STATE OF TEXAS

COUNTY OF WILLIAMSON

CITY OF TAYLOR

I, Susan Brock, being the current City Clerk of the City of Taylor, Texas, do hereby certify that the attached is a true and correct copy of Resolution R17-18, passed and approved by the Taylor City Council on the 9th day of November, 2017, and such Resolution was duly passed and approved at a meeting open to the public and notices of the meeting, giving the date, place, and subject matter thereof, were posted as prescribed by Government Code Section 551.043.

Witness my hand and seal of office this the 9th day of November, 2017.

Susan Brock, City Clerk

***Charles Chadwell (Round Rock)** is a current member of the WCAD Board of Directors and has served on the Round Rock ISD Board of Trustees since 2008. Chadwell has more than 20 years of professional experience in engineering and management in the semiconductor design industry. He holds a Bachelors of Science degree in Mechanical Engineering Technology from Clemson University and a Master's of Science in Technology Commercialization from the University of Texas at Austin.

***Harry Gibbs (Georgetown)** is the current Chairman of the WCAD Board of Directors and a realtor who resides in Georgetown.

Don Hisle (Leander) was appointed to the Leander ISD Board in August 1995 to fill an unexpired term, and he was elected to a one-year term in May 1996. Hisle is a retired IBM manager and is currently working as an investor in the housing industry.

***Rufus Honeycutt (Round Rock)** is a current member of the WCAD Board of Directors and a former Round Rock City Council member. He is the recipient of this year's Local Legends Award from the Round Rock Historic Preservation Commission. Honeycutt, who is a Marine Corps veteran, longtime employee at IBM and now an active community volunteer.

Jon Jewett (Cedar Park) is a retired Chief Engineer with SeaLand and Services, Ship Line and a resident of Cedar Park.

***Current members of the WCAD Board of Directors**



City Council Meeting November 9, 2017

STRATEGIC PILLAR

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

Agenda Item #: 14

Agenda Title: Consider proposed future agenda topics and any items for future discussion.

Council Action to be taken: Discuss possible future agenda items.

Initiating Department: City Council

Staff Contact: Mayor

1. PURPOSE/DESCRIPTION

Under this item, staff will be receiving input regarding future agenda items from you. This agenda item will be added as a routine matter on each of your upcoming agendas and will not be an action item unless specific items are listed for consideration. Staff will also be bringing potential agenda items before you at this time.

2. STAFF ANALYSIS AND RECOMMENDATION (Why and How)

3. FUNDING SOURCE

4. TIMELINE CONSIDERATIONS

Items are added to upcoming agendas as schedules allow.

5. OTHER OPTIONS (In order of preference)

6. ATTACHMENTS

14a. [Continuous list of items](#)

Topics still to be addressed:

Ariola:

- PID (Special mtg date Jan 18)
- City owned Trustee properties (Map has been produced)

Garcia:

- Pros and cons of merit pay (Jan. 11)
- Animal Shelter Option 4 (CSFM Plan-Nov. 30 and Dec. 7)
- Sidewalks and lighting on Old Thorndale Road (CSFM Plan-Nov.30 and Dec. 7)
- Dumpster pricing/franchise agreement (Nov 9)
- Receive information from the 2012 Charter Amendment review committee (Jan 11)
- Entertainment District (Feb. 18)

Gonzales:

- Cemetery streets (with CSFM Plan-Nov. 30-Dec 7)



***City Council Meeting
November 9, 2017
Agenda Item Transmittal***

Agenda Item #: 15
Agenda Title: Executive Session.
Council Action to be taken: Consult with City Attorney
Initiating Department: City Administration
Staff Contact: Isaac Turner, City Manager

1. INTRODUCTION/PURPOSE

This Executive Session is called to consult with City Attorney.

2. DESCRIPTION/ JUSTIFICATION

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

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

6. REFERENCE FILES

15a. [Executive Session form](#)

**TAYLOR CITY COUNCIL
CERTIFIED AGENDA - EXECUTIVE SESSION**

1. OPEN MEETING ANNOUNCEMENT

The City of Taylor City Council convened in Open Session, declared a quorum on November 9, 2017 and has posted an Official Agenda indicating the possible need for an Executive Session. The Council will now adjourn into Executive Session pursuant to the Texas Open Meetings Act, Government Code Section:

- | | | |
|--|------------|---|
| ☒ | 551.071 | To consult with its attorney regarding a matter in which the duty of the attorney to the City conflicts with the Open Meetings Act. |
| ☐ | 551.071(1) | To consult with its attorney regarding pending or contemplated litigation or settlement offers including pending or contemplated administrative proceedings governed by the Administrative Procedure Act. |
| ☐ | 551.074 | Regarding personnel matters |
| ☐ | 551.087 | Regarding economic development negotiations and considering financial or other incentives to a business prospect that the City seeks to have locate in or near the City of Taylor. |

Any action resulting from the Executive Session will be taken in Open Session immediately following the Executive Session.

2. BACK TO OPEN SESSION

The time is now _____ and we will reconvene into Open Session. No action or vote was taken on any matter discussed in Executive Session.

CERTIFICATION

As Mayor of the City of Taylor, I do hereby certify that this Agenda of an Executive Session of the City Council is a true and correct record of the proceedings.

WITNESS my hand this the _____ day of _____.

Mayor