

AGENDA

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

OCTOBER 13, 2022, 6:00 P.M.

CALL TO ORDER AND DECLARE A QUORUM

INVOCATION / MOMENT OF REFLECTION

PLEDGE OF ALLEGIANCE

PROCLAMATIONS/RECOGNITIONS

1. Breast Cancer Awareness Month
2. Chiropractic Health Month

CITIZENS COMMUNICATION

(The City Council welcomes public comments on items not listed on the agenda. However, the Council cannot respond until the item is posted on a future meeting agenda. Public comments are limited to 3 minutes.)

BOARDS & COMMISSION PRESENTATION

3. Parks & Recreation Board update.

CONSENT AGENDA

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

4. Approve minutes from the September 22, 2022 regular City Council meeting. (Dianna McLean)
5. Concur with preliminary financials for August 2022. (Jeff Wood)
6. Consider Ordinance 2022-38 regarding PZ-2022-1541 a change of zoning, on approximately 75.29 acres generally located at 14501 and 14511 US 79, from Rural/Agricultural Zoning District (R/A), Manufactured Housing Zoning District (MH), and Business Park District 2 (BP-2) to approximately 43.79 acres of Light Industrial Zoning District (M-1), and approximately 31.50 acres of Rural/Agriculture (R/A). (Tom Yantis)
7. Consider Ordinance 2022-41, modifying portions of the Food Sanitation Regulations. (Jeff Jenkins)
8. Consider approving agreement with Unifirst for Uniform and Mat service. (Nicole Oman)
9. Consider first amendment to treated water services contract between Brazos River Authority and City of Taylor. (Brian LaBorde)

PUBLIC HEARINGS / ORDINANCES

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

REGULAR AGENDA; REVIEW/DISCUSS AND CONSIDER ACTION

11. Consider payment solutions for accepting donations. (Jeff Wood)
12. Receive a presentation regarding the Fred Kerley mural and consider whether to proceed with the project. (Jeff Jenkins)

13. Receive presentation regarding draft legislative priorities for the upcoming State legislative session and consider adopting legislative priorities. (Jeff Jenkins)
14. Receive and consider possible action on the proposed amendments to the TIF #1 Downtown Project and Financing Plan by the TIF Board. (Jan Harris)
15. Discuss Council Compensation and provide staff direction regarding how to proceed with compensation. (Jeff Jenkins)
16. Discuss and direction to staff on city sidewalk removal policy. (Jim Gray)

ADJOURN

The Council may vote and/or act upon each of the items listed in this Agenda. The Council reserves the right to retire into executive session concerning any of the items listed on this Agenda, whenever it is considered necessary and legally justified under the Open Meetings Act including: Section 551.071 (Consult with attorney); Section 551.072 (Real Property); Section 551.073 (Gifts and Donations); Section 551.074 (Personnel Matters); Section 551.076 (Security Devices); and Section 551.087 (Economic Development). I certify that the notice of meeting was posted in the Taylor City Hall Lobby before 6:00 p.m. on October 10, 2022 and remained posted for at least 72 hours continuously before the scheduled time of said meeting. I further certify that the following news media was notified of this meeting: Taylor Press.

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 the City Clerk at least 24 hours prior to the meeting for special assistance.

Posted By: Dianna McLean Date Oct 10, 2022
Dianna McLean, City Clerk



City Council Meeting October 13, 2022 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 1

Agenda Title: Breast Cancer Awareness Month proclamation

Council Action to be taken: Read and present proclamation

Department Submitted:

Staff Contact:

1. PURPOSE/DESCRIPTION

To recognize October as Breast Cancer Awareness Month.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

N/A

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
•	•

4. RECOMMENDATION

Read and present proclamation.

5. FUNDING SOURCE

N/A

6. TIMELINE

N/A

7. OTHER OPTIONS (In order of preference)

N/A

8. ATTACHMENTS

1a. [Proclamation](#)

Proclamation

Breast Cancer Awareness Month

WHEREAS, October is recognized nationally across the United States as Breast Cancer Awareness month; and

WHEREAS, Breast Cancer is the #1 cancer in women and the most diagnosed cancer in Texas women and the second leading cause of death; and

WHEREAS, preventive screening helps find breast cancer earlier when it is more easily treated; and

WHEREAS, mammography, an “x-ray of the breast,” is recognized as the single most effective method of detecting breast changes long before physical symptoms can be seen or felt; and

WHEREAS, the U.S. Preventive Service Task Force (USPSTF) recommends a screening mammogram every other year for women ages 50-74 years who are at average risk for breast cancer, and advises women in their 40s to discuss screening with their doctor based on personal risk; and

WHEREAS, Addressing Cancer Together, a program powered by United Way for Greater Austin is dedicated to increasing access to breast cancer screening and care in 3 central Texas counties and Williamson County has dedicated American Rescue Plan Act funding to expand access to screening, diagnosis, and treatment for uninsured women; and

WHEREAS, Lone Star Circle of Care will offer mammograms on the Big Pink Bus the week of October 24th – 28th at their Lake Aire location and appointments are available by calling 844-PINK BUS.

NOW, THEREFORE, I, Brandt Rydell, Mayor, do hereby proclaim October as Breast Cancer Awareness Month and encourage all women who have not received their recommended screening to make an appointment to get a preventive screening mammogram provided free of charge through available community resources and many health insurance plans.

Dated this 13th day of October, 2022.

Brandt Rydell, Mayor



City Council Meeting October 13, 2022 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 2

Agenda Title: Chiropractic Health Month proclamation

Council Action to be taken: Read and present proclamation

Department Submitted:

Staff Contact:

1. PURPOSE/DESCRIPTION

To recognize October as Chiropractic Health Month.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

N/A

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
•	•

4. RECOMMENDATION

Read and present proclamation.

5. FUNDING SOURCE

N/A

6. TIMELINE

N/A

7. OTHER OPTIONS (In order of preference)

N/A

8. ATTACHMENTS

2a. [Proclamation](#)

Proclamation

Chiropractic Health Month

WHEREAS, The opioid crisis continues to take a toll on the health and lives of millions of Americans, and has worsened in some communities during the COVID-19 pandemic; and

WHEREAS, According to the Centers for Disease Control and Prevention (CDC), as many as one in four patients who receive prescription opioids long term for non-cancer pain struggles with addiction and, from 1999-2000, more than 260,000 people died in the U.S. from overdoses involving prescription opioids; and

WHEREAS, The interest in and need for greater access to safe and effective non-drug, noninvasive approaches to pain management has increased; and

WHEREAS, The American College of Physicians (ACP) released updated low-back pain treatment guidelines in 2017 that promote the use of noninvasive, non-drug approaches such as spinal manipulation as a first line of defense against back pain, before the use of pain medications and surgery; and

WHEREAS, The CDC in its draft 2022 prescribing guidelines also promotes diverse approaches and varied pain management solutions and specifically encourages use of non-drug therapies as a first line of treatment for subacute and chronic pain and even some types of acute pain; and

WHEREAS, Doctors of chiropractic, who focus on the whole person with their non-drug, noninvasive treatments for pain management – most notably spinal manipulation – can play an important role in helping patients lessen their reliance on pain medications; and

WHEREAS, There is a growing body of research supporting the early use of chiropractic spinal manipulation in helping patients with chronic low-back pain to reduce or eliminate their need later for prescription opioid pain medications and surgery; and

WHEREAS, With the theme “Chiropractic: On the Frontline for Pain,” Chiropractic Health Month 2022 serves as a reminder to citizens of *{insert name of state/city}* that non-drug treatments for low-back such as spinal manipulation provided by doctors of chiropractic can help to lessen or eliminate the need for riskier, potentially addictive treatments and should be utilized where appropriate before starting prescription opioid pain medications.

THEREFORE, BE IT RESOLVED, that the (state/city) of {insert name of city or state} officially joins with the Texas Chiropractic Association (TCA) and the American Chiropractic Association (ACA) in proclaiming the month of October 2022 as Chiropractic Health Month.

Dated this 13th day of October, 2022.

Brandt Rydell, Mayor



City Council Meeting October 13, 2022 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 3

Agenda Title: Receive presentation from the Parks and Recreation Advisory Board

Council Action to be taken: Receive presentation

Department Submitted: Parks and Recreation

Staff Contact: Tyler Bybee, Parks and Recreation Director

1. PURPOSE/DESCRIPTION

Upon request by the City Council, Mr. Patrick Tate the Chair of the Parks and Recreation Advisory Board, will provide an update of the Parks and Recreation Advisory Board activities and accomplishments over the past fiscal year.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

The Parks and Recreation Advisory Board has a membership of 7 resident board members and 1 student board member. The parks and recreation advisory board shall advise the city council and parks and recreation director on matters pertaining to the acquisition, development, sound management, maintenance and use of parks and recreation facilities owned or controlled by the city and as directed by the city council.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• Parks and Recreation Advisory Board serves to represent the interests of the Taylor area community. • To assist the Parks and Recreation Department with policies, programming, and planning. • To receive input from residents. • To support the Parks and Recreation Department & promote its many services.	

4. RECOMMENDATION

Acceptance of the Parks and Recreation Advisory Board presentation is recommended.

5. FUNDING SOURCE

N/A

6. TIMELINE

N/A

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

8. ATTACHMENTS

3a. PowerPoint presentation

City of Taylor Parks and Recreation Advisory Board

City Council Meeting Presentation
October 13th, 2022



Who are we?

- The board consists of 7 city council appointed resident members and one student member.
- Meetings are held monthly on the 3rd Wednesday of each month at 6pm in the City Council Chambers.
- Board members serve 3-year terms, Student member serves 1 year term.
- The board conducts its business according to the Open Meetings Act under the Texas Government Code.

Who we are

- Patrick Tate- Chairperson
- Stacy Olsen- Vice Chairperson
- Jennifer Jewett
- Irene Michna
- Larry Cmerek
- David Campise
- Casey Mummert
- Student Member- Brennan Zupfer

Our Role

- The Parks and Recreation Advisory Board advises the City Council and Parks and Recreation Director on matters pertaining to the acquisition, development, sound management, maintenance and use of parks and recreation facilities owned or controlled by the city and as directed by the City Council.

Master Plan in Action



- This year the boards focus has been on prioritizing projects identified in the master plan. The boards input was used to create the updated 5-year Capital Improvement plan, with a variety of those projects being funded in FY 2023.

Fiscal Year 2023 projects

- Trails Master Plan
- Signage Plan and Improvements
- Amenity upgrades- Tables, benches, trash cans, water fountains, etc.
- Doris Roznovak Pool Remodel-(Parks Board to be heavily involved)
- Fountain at Murphy Lake-(Parks Board idea)
- New Backstop Nets at Taylor Regional Park
- Other Parks Master Plan projects

Project Concepts

- **Mini Soccer Pitch-** We have been approached by Soccer Assist/US Soccer foundation about possible locations to add a majority grant funded Mini Pitch into our parks system. A multisport court was listed as a high priority in the Parks Master Plan.





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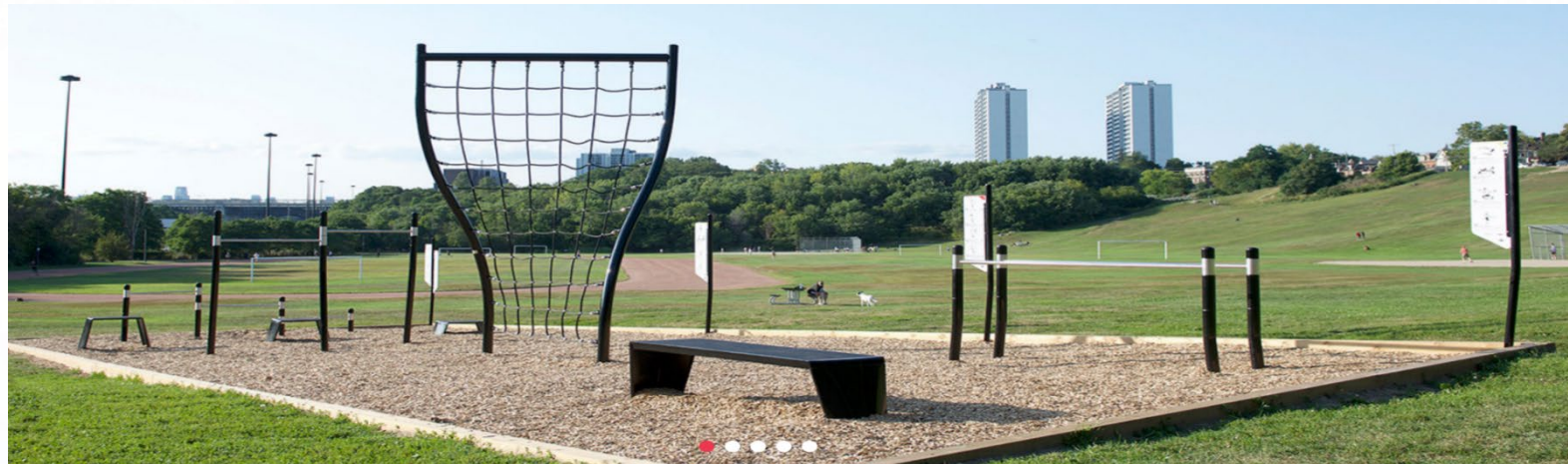
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Project Concepts

- **Memorial Field Track Resurfacing/Fitness Park-**
Good Life Taylor has identified the resurfacing of the Memorial Field track(grant pending) and the addition of outdoor fitness amenities and their next project to begin raising funds towards.



Parks Board takes Action

- Skatepark Water Issue- A resident and frequent user of the skatepark, came to address the Parks Board about water seeping issues at the skate park. The boards recommendation was to cap the irrigation on the east side of the park. This has remedied the issue, with no additional complaints.



Parks Board takes Action

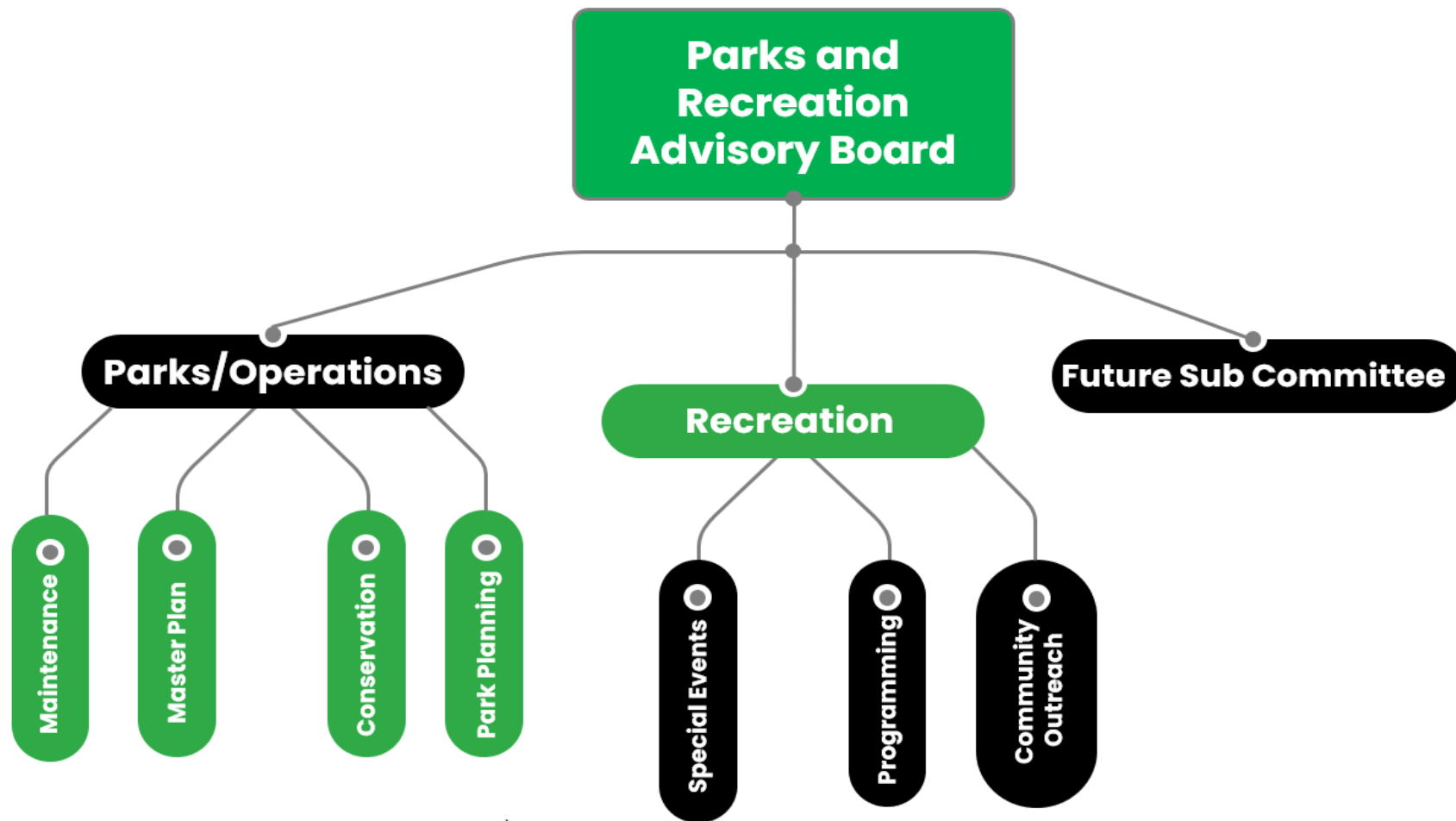
- Vandalism at Robinson Softball Restrooms. After ongoing reports of vandalism, the parks board approved transition from these restrooms to a rental use only capacity. With the addition of the restrooms at the pavilion and the high rate of rentals of the field, this was a logical decision and has been well received.





Sub Committee Creation

- A sub-committee is a small group of people assigned to focus on a particular task or area.
- In our case each sub committee can contain a maximum of 3 board members.
- Allows for board communication at the sub committee level without infringing on quorum rules.
- Allows for more members of the community to participate in areas of interest.
- Helps move toward the goal of being an “active” board, allowing for specialized work outside of monthly board meetings.



Upcoming Programs and Events

- Arbor Day Tree Planting-November 12th-Heritage Square, 9am
 - Event put on by Tree Advisory Board, celebrating Taylors 10th year as a “Tree City USA”
- Tree Lighting Ceremony- December 3rd, following the parade-Heritage Square

Future Goals and Objectives

- Foster continued collaboration between other city boards and civic groups.
- Improve the safety and appeal of our Parks system.
- Continue to prioritize projects in the Parks Master plan
- Take an active role in the Trails/Signage plans and the Pool upgrades.
- Expand Recreation program opportunities.

Questions??



City Council Meeting October 13, 2022 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 4

Agenda Title: Approve minutes from the September 22, 2022 regular Council meeting.

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

Department Submitted: City Clerk

Staff Contact: Dianna McLean

1. PURPOSE/DESCRIPTION

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

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

N/A

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
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4. RECOMMENDATION

Approve as submitted or amend with changes noted.

5. FUNDING SOURCE

N/A

6. TIMELINE

N/A

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

8. ATTACHMENTS

4a. [September 22, 2022 minutes](#)

City of Taylor
Regular City Council Meeting
Taylor City Hall, Council Chambers, 400 Porter Street
September 22, 2022 at 6:00 p.m.

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

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

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

Absent: Council Member Dwayne Ariola

INVOCATION / MOMENT OF REFLECTION

PLEDGE OF ALLEGIANCE

PROCLAMATIONS/RECOGNITIONS

1. **Fire Prevention Month proclamation**
Councilmember Garcia read the proclamation and presented it to Chief Baum.
2. **National Night Out proclamation**
Councilmember Drummond read the proclamation and presented it to Chief Fluck.
3. **O.L. Price High School State Championship proclamation**
Mayor Rydell read the proclamation and presented it to Leslie Hill.
Mayor Rydell also read a proclamation proclaiming September 24, 2022 Bunnie Stark Day and presented the proclamation to Leslie Hill.

CITIZENS COMMUNICATION

None.

BOARDS & COMMISSION PRESENTATION

4. **Library Advisory Board update. (Sheon Corley)**
Sheon Corley, Chairman – gave a presentation on the Library Board’s recent activities and future goals.

Motion was made by Councilmember Garcia to receive the Library Advisory Board update as presented. Motion was seconded by Mayor Pro-Tem Anderson. Motion carried unanimously.

CONSENT AGENDA

5. **Approve minutes from the September 8, 2022 regular City Council meeting.**
6. **Consider Ordinance 2022-36, establishing fees for city services for FY 2022/2023.**
7. **Consider Ordinance 2022-40 SiEnergy franchise agreement within City Rights-of-Way.**
8. **Consider Interlocal Joint Use Agreement with TISD for facility usage.**
9. **Consider Heart of Texas Landscape & Irrigation Mowing Contract extension.**
10. **Consider approving surcharges on new Water Truck for Public Works.**
11. **Consider amending the City Purchasing Policy.**

Councilmember Drummond requested to pull item 9 for separate consideration.

Motion was made by Mayor Pro-Tem Anderson to approve consent agenda items 5,6,7,8,10, and 11 as presented. Motion was seconded by Councilmember Drummond. Motion carried unanimously.

9. Consider Heart of Texas Landscape & Irrigation Mowing Contract extension.

Councilmember Drummond requested the contract for mowing go out to bid. City Manager Brian LaBorde suggested extending the HoT contract for 1-year while staff prepares to go out to bid.

Motion was made by Councilmember Garcia to extend the Heart of Texas contract for 1 year (FY2022/2023). Motion was seconded by Mayor Pro-Tem Anderson. Motion carried unanimously.

PUBLIC HEARING/ORDINANCES

- 12. Hold a public hearing and introduce Ordinance 2022-38 regarding PZ-2022-1541 a change of zoning, on approximately 75.29 acres generally located at 14501 and 14511 US 79, from Rural/Agricultural Zoning District (R/A), Manufactured Housing Zoning District (MH), and Business Park District 2 (BP-2) to approximately 43.79 acres of Light Industrial Zoning District (M-1), and approximately 31.50 acres of Rural/Agriculture (R/A). (Tom Yantis)**

Tom Yantis, Development Services Director – The purpose of the rezoning to M-1 (Light Industrial) will enable the development of light industrial and heavy commercial uses on the subject property. The Planning and Zoning Commission unanimously recommend approval of the Zoning Map Amendment.

Mayor Rydell opened the public hearing at 6:34pm. With no one appearing, the public hearing was closed at 6:34pm.

The City Attorney read the caption of the ordinance.

ORDINANCE NO. 2022-38

AN ORDINANCE CHANGING THE ZONING OF PROPERTY DESCRIBED AS APPROXIMATELY 75.29 ACRES OF LAND, ADDRESSED AS 14501 AND 14511 US 79, MORE PARTICULARLY DESCRIBED BY WILLIAMSON CENTRAL APPRAISAL DISTRICT PARCELS R019338, R019992, R020101, AND R020102, FROM RURAL/AGRICULTURAL ZONING DISTRICT (R/A), MANUFACTURED HOUSING ZONING DISTRICT (MH), AND BUSINESS PARK DISTRICT 2 (BP-2) TO APPROXIMATELY 43.79 ACRES OF LIGHT INDUSTRIAL ZONING DISTRICT (M-1), AND APPROXIMATELY 31.50 ACRES OF RURAL/AGRICULTURAL ZONING DISTRICT (R/A), LEGALLY DESCRIBED AS LOTS 1-14, BLOCK 4 AND LOTS 1-15, BLOCK 5, JOHN O. BAKER SUBDIVISION AND PART OF AND OUT OF THE H.G. JOHNSON SURVEY, ABSTRACT NO. 348, TAYLOR, WILLIAMSON COUNTY, TEXAS; AMENDING THE OFFICIAL ZONING MAP OF THE CITY

**OF TAYLOR, TEXAS, TO SHOW THE ZONING CHANGE ADOPTED
HEREIN; PROVIDING A SAVINGS CLAUSE.**

First reading. No action was taken.

13. Introduce Ordinance 2022-41, modifying portions of the Food Sanitation Regulations.

Jeff Jenkins, Deputy City Manager – at the request of Lori Murphy, Environmental Health Director for the Health District, staff is proposing amending Section 8 of Ordinance 2003-14, placing an Unsatisfactory placard on a business door after the first failed inspection instead of after the second failed inspection. This change is to get Taylor in line with other cities in Williamson County.

The City Attorney read the caption of the Ordinance.

ORDINANCE NO. 2022-41

**AN AMENDMENT TO ORDINANCE NO. 2003-14 AND THE TAYLOR
CITY CODE, CHAPTER 14, LICENSES, PERMITS AND BUSINESS
REGULATIONS, AMENDING SECTIONS 14-11 AND 14-18;
PROVIDING A REPEALER CLAUSE; AND PROVIDING A SAVINGS
CLAUSE.**

First reading. No action was taken.

REGULAR AGENDA; REVIEW/DISCUSS AND CONSIDER ACTION

**14. Presentation by Taylor Independent School District Superintendent, Dr. Devin Padavil,
regarding November Bond Update.**

Dr. Devin Padavil, TISD Superintendent – gave a presentation showing an overview of the upcoming November Bond program/election and the projects it would cover.

Motion was made by Mayor Pro-Tem Anderson to receive the TISD Bond Program presentation as presented. Motion was seconded by Councilmember Drummond. Motion carried unanimously.

**15. Receive presentation from the Capital Area Rural Transportation System (CARTS)
regarding services in Taylor.**

David Marsh, CARTS – gave a presentation on their services, routes, and fares.

Motion was made by Councilmember Garcia to receive the CARTS presentation as presented. Motion was seconded by Councilmember Drummond. Motion carried unanimously.

**16. Receive presentation on the annual Chamber of Commerce Report and the annual Hotel
Occupancy Tax Budget.**

Tia Stone, Chamber President – gave a presentation on HOT funds expenditures and presented their FY2023 Chamber budget.

Motion was made by Councilmember Garcia to receive the Chamber of Commerce annual report and budget as presented. Motion was seconded by Mayor Pro-Tem Anderson. Motion carried unanimously.

17. Consider renewal of the Publicity and Tourism Agreement Hotel Occupancy Tax agreement (HOT) with the Taylor Chamber of Commerce.

Jeff Jenkins, Deputy City Manager - This agreement is a partnership to focus on tourism and to assist the City with funding toward organizations offering tourism-based events. There are three proposed amendments to the agreement, 1) modified to a two-year agreement with the ending date being September 2024, 2) removing the written hotel survey and references to the (TMP) Taylor Marketing Partnership group and 3) Sec 3-2 (1) is changed to Methodology.

Motion was made by Mayor Pro-Tem Anderson to renew the amended Publicity and Tourism (HOT) agreement as presented. Motion was seconded by Councilmember Drummond. Motion carried unanimously.

18. Receive Public Arts Advisory Board Update of Potters Alley Murals.

Richard Stone, Chairman – gave a presentation on the Artists that submitted to paint a mural on Potters Alley and requested permission from Council to proceed with the murals.

Motion was made by Mayor Pro-Tem Anderson to receive the Public Arts Advisory Board presentation as presented and allow the PAAB to proceed. Motion was seconded by Councilmember Drummond. Motion carried unanimously.

19. Consider Authorizing the Award of Construction Contract for the Taylor Animal Shelter Project to Fazzone Construction Co.

Jacob Walker, City Engineer (HDR) - The project consists of site work, new paving, various utilities, fencing, signage a kennel expansion, and the installation of two modular buildings currently being procured by the City. Five (5) contractors submitted sealed proposals. Fazzone Construction Co. was low bidder in the amount of \$1,423,261.77.

Motion was made by Councilmember Garcia to accept the base proposal from Fazzone Construction Company in the amount of \$1,423,261.77 for constructing the new Taylor Animal Shelter Project. Motion was seconded by Councilmember Drummond. Motion carried unanimously.

20. Recommendation to Award Construction Contracts for Downtown Improvements.

Jacob Walker, City Engineer (HDR) - The projects increase safety, more efficiently makes use existing infrastructure, improve wayfinding, and improve aesthetics in the City of Taylor's historic downtown district. Six responsive bid proposals were submitted.

Motion was made by Councilmember Garcia to accept the proposal of:

- 1. Lone Star Sitework in the amount of \$226,033.70 for the 2nd and Main Intersection improvements project.*
- 2. Total Highway Maintenance in the amount of \$146,005.90 for the Downtown Striping project.*
- 3. Fazzone Construction Co. in the amount of \$150,966.62 for the Downtown Signage project; and*
- 4. UTZ Environmental Services in the amount of \$88,941.00 for the Downtown Streetscape project.*

Motion was seconded by Mayor Pro-Tem Anderson. Motion carried unanimously.

21. Consider City Council meeting dates in November and December.

Dianna McLean, City Clerk - Historically, the Council has cancelled the 2nd meeting in November and December due to conflicts with the Thanksgiving and Christmas holidays.

Motion was made by Councilmember Garcia to cancel the November 24th regularly scheduled meeting, and the December 22nd regularly scheduled meeting, Motion was seconded by Councilmember Drummond. Motion carried unanimously.

Mayor Rydell read the executive session item and adjourned into closed session at 7:54pm.

Executive Session I. The Taylor City Council will conduct a closed executive meeting under Section 551.072 of the Texas Government Code, to conduct deliberations regarding the purchase, exchange, lease, or value of real property.

- a. TISD property at Mallard Lane

Mayor Rydell reconvened into open session at 8:19pm.

22. Consider approval of an option agreement with Taylor ISD for purchase of real property and authorize the City Manager to execute the agreement.

Motion was made by Councilmember Garcia to approve the option agreement with TISD as presented and authorize the City Manager to execute the agreement. Motion was seconded by Mayor Pro-Tem Anderson. Motion carried unanimously.

23. Consider approval of a Memorandum of Understanding agreement with Taylor ISD for purchase of real property and authorize the City Manager to execute the agreement.

Motion was made by Councilmember Garcia to approve the MOU with TISD as presented and authorize the City Manager to execute the agreement. Motion was seconded by Mayor Pro-Tem Anderson. Motion carried unanimously.

ADJOURN

With no further business Mayor Rydell declared the meeting adjourned at 8:20p.m.

Brandt Rydell, Mayor

ATTEST:

Dianna McLean, City Clerk



***City Council Meeting
October 13, 2022
Transmittal Letter***

STRATEGIC PILLAR

☐ Streets/Infrastructure

☐ Quality of Life

☒ Economic Vitality

Agenda Item #: 5
Agenda Title: Concur with Preliminary Financials for August 2022

Council Action to be taken: Approve by Consent

Department Submitted: Finance Department

Staff Contact: Jeffrey Wood, Chief Financial Officer

1. PURPOSE/DESCRIPTION

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

2. STAFF ANALYSIS/BACKGROUND / PRIOR COUNCIL ACTIONS

Council has approved previous monthly financial reports by consent.

The following provides a brief overview on the preliminary status and/or activity of the major funds or groups of funds as of August 31, 2022:

General Fund:

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

- Revenues in the General Fund are up by \$1,921,221 or 12% over last year's fiscal year-to-date. The majority of revenue collected in August was received through property tax and sales tax. Revenues YTD are 101% of the budgeted amount.
- Property tax collections amount to \$8,135,232 through August. The amount collected represents approximately 100.6% of budgeted property tax revenues and 99.2% of total possible property tax. The timing of individual tax payments can vary year-over-year so comparisons to previous years should keep such fluctuations in mind.

- The City's portion of the sales tax collections are \$4,844,041 through August, up by \$1,031,950 or 27% when compared to this same time last year. The payment received in August represents sales that occurred in May. August revenues ended up higher than the previous year and higher than budgeted.
- Expenditures in the General Fund are up by \$1,551,881 or 11% compared to last year's expenses fiscal year-to-date. Expenditures of 94% of budget are at a slightly higher than normal amount, but are offset by higher revenues.
- It should be noted when reviewing the level of revenues over expenditures that the vast majority of budgeted revenues are received in the first half of the year, while expenditures are dispersed more evenly throughout the year. It is common to show a significant budget surplus at mid-year that will regularly decrease over the last six months.

Special Revenue Funds:

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

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

Hotel Occupancy Tax collections are reported at \$252,083 fiscal year-to-date, of which \$19,995 was collected in August. August's collection was \$926 less than August 2021, and fiscal year-to-date HOT collections are \$83,542 (49%) more than FY 2020-21.

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

- Main Street revenues reported during the year are from sales and other fund-raising activities. Expenditures are for rental assistance, advertising, city sponsored events and façade grants.
- Municipal Court Special Revenues total \$11,690 which is 61% of budget. Expenditures from this fund are for security work and technology at the Municipal Court.
- Library Donation Fund reflects revenues generated from interest income and donations.

- Transportation User Fee (TUF) Fund – User fees collected in August are reported at \$70,804. Expenditures are associated with engineering cost, the cost of the work done for street maintenance and debt service payment transfers.
- Municipal Drainage Utility System (MDUS) Fund – Drainage fees collected in August are reported at \$43,717. Expenditures are related to the administrative fee transfer to the General Fund, engineering expenses, and debt service payment transfers.

Enterprise Funds:

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

Sanitation Fund

- Revenues from franchise fees and user charges for services are reported at \$1,687,464. The City contracts its solid waste collection service and expenditures represent the payment to the City's solid waste provider. Year-to-date cost for solid waste collection services is \$1,788,464.

Utility Fund

- Revenues through August totaled \$9,901,406, which includes \$9,698,671 in charges for service. User charges are up \$1,252,137 compared to the same period last year. Expenditures fiscal year-to-date total \$9,297,593 compared to \$8,304,696 a year ago. Year-to-year comparisons in the Utility Fund reflect differences in billing and usage, and such differences can be caused by several factors that can vary throughout the year. This should be kept in mind when comparing individual time periods.
- The Utility Fund is operating at an acceptable level when compared to budgeted amounts for this period of the fiscal year, although both revenue and expenditures are lower than anticipated for the fiscal year.

Airport Fund

- Revenues consist of airport hangar rental, sale of fuel and interest income. Hangar rental is reported at \$231,606 and revenues from fuel sales are \$262,948.
- The Airport Fund is operating higher than budget due to grant related transactions with revenues exceeding expenditures by \$6,693.

Cemetery Fund

- Revenues are reported at \$228,578 and are 89% of budgeted amounts. Revenues are dependent on the number of lots sold and graves dug, and both of these sources can be variable.
- Expenditures total \$220,223 which represents 89% of budgeted amounts.
- Revenues exceed expenditures by \$8,355.

Other Funds:

- Roadway Impact Fund – There was \$12,178 in revenues collected in August. Budgeted expenditures in this fund are related to the Impact Fee rate study.
- Utility Impact Fund – There was \$78,000 in revenues collected in August. Expenditures are budgeted for the Impact Fee rate study.

Internal Service Funds:

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

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

3. PROS and CONS

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

4. RECOMMENDATION

Concur with the preliminary monthly financial report by consent

5. FUNDING SOURCE

N/A

6. TIMELINE

Immediate consideration

7. OTHER OPTIONS (In order of preference)

N/A

8. ATTACHMENTS

5a. [Monthly Financial Report for August 2022:](#)

- **Attachment A:** Preliminary summaries of the total amounts of revenues and expenditures year-to-date.
- **Attachment B:** Preliminary financial summaries for the governmental and proprietary funds. This shows annual budgeted amounts and the year-to-date figures for each fund by the major revenues and expenditures categories.
- **Attachment C:** Checks issued during the month.
- **Attachment D:** Balance sheets for each of the governmental and proprietary funds.
- **Attachment E:** Sales Tax Tracking Report.
- **Attachment F:** Monthly Investment Report Issued by Meeder (Patterson & Associates.)



Monthly Finance Report as of :
August 2022

City of Taylor
400 Porter Street
Taylor, TX 76574

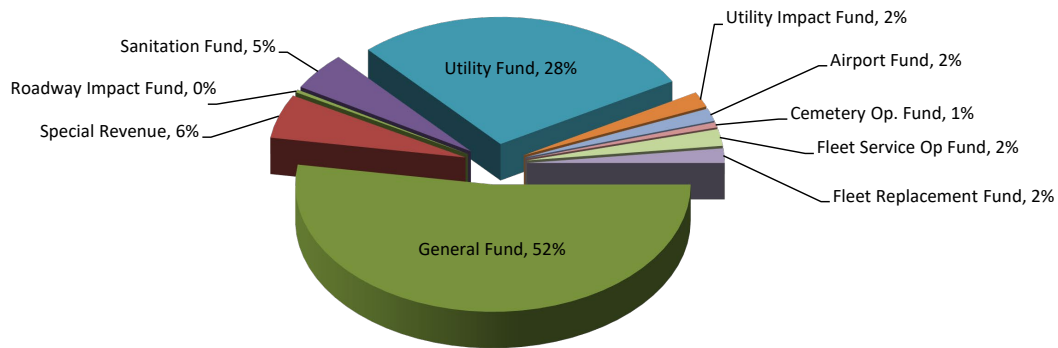
Attachment A

Financial Summary

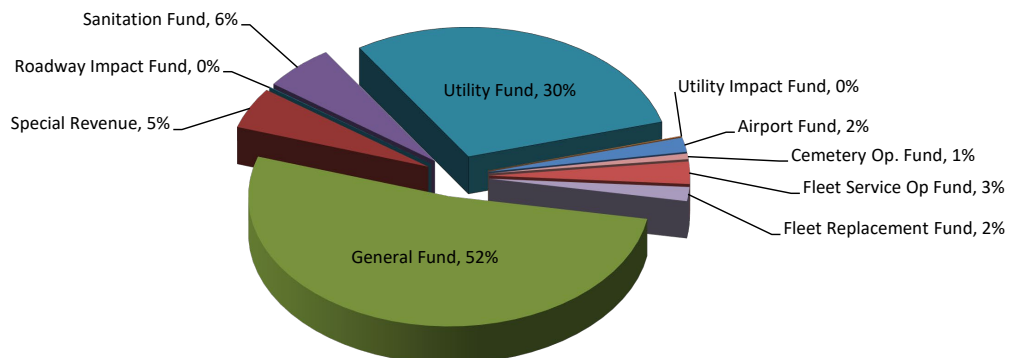
Summary Revenue/Expenditures
Preliminary Year-to-Date as of August 31, 2022

	Revenue			Expenditures			Surplus/Deficit
	Annual Budget	Actual Y-T-D	% of Budget	Annual Budget	Actual Y-T-D	% of Budget	
General Fund	\$ 17,957,241	\$ 18,251,019	102%	\$ 18,127,545	\$ 16,279,494	90%	\$ 1,971,525
Special Revenue Funds							
- Tax Increment Fund (TIF)	\$ 411,500	\$ 419,143	102%	\$ 408,032	\$ 293,157	72%	125,986
- Hotel/Motel Tax	\$ 190,000	\$ 265,655	140%	\$ 204,000	\$ 213,709	105%	51,946
- Main St. Revenue	\$ 108,100	\$ 95,342	88%	\$ 108,100	\$ 85,285	79%	10,057
- Municipal Court Sec/Tech	\$ 19,000	\$ 11,690	62%	\$ 9,712	\$ 4,275	44%	7,415
- Library Grants/Donations	\$ 700	\$ 4,480	640%	\$ 2,050	\$ 100	5%	4,380
- Transportation Fund (TUF)	\$ 828,000	\$ 711,831	86%	\$ 821,319	\$ 628,509	77%	83,322
- MDUS	\$ 522,500	\$ 438,271	84%	\$ 513,600	\$ 373,880	73%	64,391
Special Rev Funds Total	\$ 2,079,800	\$ 1,946,412	94%	\$ 2,066,813	\$ 1,598,915	77%	347,497
Enterprise Funds							
- Sanitation Fund	\$ 1,977,600	\$ 1,687,464	85%	\$ 1,946,700	\$ 1,788,465	92%	(101,000)
- Utility Fund	\$ 11,479,000	\$ 9,901,406	86%	\$ 11,818,369	\$ 9,297,593	79%	603,813
- Airport Fund	\$ 493,935	\$ 566,909	115%	\$ 505,969	\$ 560,217	111%	6,693
- Cemetery Op. Fund	\$ 257,500	\$ 228,578	89%	\$ 260,879	\$ 220,223	84%	8,355
Roadway Impact Fund	\$ 60,000	\$ 123,403	206%	60,000	13,456	22%	109,948
Utility Impact Fund	\$ 425,000	\$ 679,466	160%	160,000	21,807	14%	657,659
Fleet Service Operating Fund	\$ 912,991	\$ 739,831	81%	\$ 908,476	\$ 870,311	96%	(130,480)
Fleet Replacement Fund	\$ 2,436,767	\$ 641,507	26%	\$ 2,410,639	546,212	23%	95,295
Total	\$ 39,430,334	\$ 34,765,995	88%	\$ 39,600,309	\$ 31,196,692	79%	\$ 3,569,303

Total Revenue Summary (\$34,765,995)



Total Expenditure Summary (\$31,196,692)



Attachment B

Financial Statements by Fund

General Fund

Tax Increment Financing Fund

Hotel Occupancy Tax Fund

Main Street Fund

Municipal Court Special Fee Fund

Library Grant/Donations Fund

Roadway Impact Fee Fund

Transportation User Fee Fund

Municipal Drainage Utility System Fund

Sanitation Fund

Public Utilities Fund

Utility Impact Fund

Airport Fund

Cemetery Operating Fund

Fleet Services Operating Fund

Fleet Replacement Fund

C I T Y O F T A Y L O R
FINANCIAL STATEMENT
AS OF: AUGUST 31ST, 2022

100-GENERAL FUND
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
310-TAXES		13,639,870.00	655,816.61	13,796,029.63	101.14	0.00	(156,159.63)
320-PERMITS AND LICENSES		974,800.00	112,844.28	1,218,051.37	124.95	0.00	(243,251.37)
330-INTERGOVERNMENTAL REV		386,500.00	25,846.37	455,345.63	117.81	0.00	(68,845.63)
340-CHARGES FOR SERVICES		397,400.00	46,429.16	580,078.42	145.97	0.00	(182,678.42)
410-FINES AND FORFEITURES		231,700.00	14,232.39	145,176.69	62.66	0.00	86,523.31
420-ASSESSMENTS		23,680.00	5,731.15	60,382.96	255.00	0.00	(36,702.96)
430-USE OF MONEY AND PROP		293,145.00	15,086.84	207,875.90	70.91	0.00	85,269.10
440-DONATIONS FROM PRIVAT		20,479.00	96,625.17	279,391.13	364.28	0.00	(258,912.13)
450-INTERFUND OPERATING T		1,989,667.00	4,098.48	1,508,687.07	75.83	0.00	480,979.93
460-PROCEEDS GEN FIXED AS		0.00	0.00	0.00	0.00	0.00	0.00
470-PROCEEDS GEN LONG TER		0.00	0.00	0.00	0.00	0.00	0.00
*** TOTAL REVENUES ***		17,957,241.00	976,710.45	18,251,018.80	101.64	0.00	(293,777.80)
<u>EXPENDITURE SUMMARY</u>							
500-CITY COUNCIL		219,480.00	14,389.42	167,775.13	76.44	0.00	51,704.87
501-CITY MANAGEMENT		554,080.00	40,530.55	514,706.31	92.89	0.00	39,373.69
503-PUBLIC INFORMATION		197,540.00	10,645.77	186,216.83	94.27	0.00	11,323.17
504-HUMAN RESOURCES		284,322.00	15,847.04	236,520.94	83.19	0.00	47,801.06
505-CITY CLERK		164,300.00	11,299.61	131,571.00	80.08	0.00	32,729.00
512-FINANCIAL SERVICES		736,515.00	59,899.96	675,045.96	91.65	0.00	61,469.04
516-MUNICIPAL COURT		432,079.00	18,368.49	276,708.76	64.07	110.00	155,260.24
522-DEVELOPMENT SERVICES		1,752,478.00	107,318.13	1,665,487.49	103.63	150,600.60	(63,610.09)
524-MAIN STREET PROGRAM		121,376.00	7,318.93	108,372.60	89.29	0.00	13,003.40
527-MOODY MUSEUM		10,075.00	525.96	5,740.42	56.98	0.00	4,334.58
532-PUBLIC LIBRARY		521,288.00	40,134.32	456,347.49	88.71	6,084.41	58,856.10
542-FIRE SUPPRESSION/EMER		3,021,819.00	230,587.11	2,639,262.55	87.28	(1,778.90)	384,335.35
552-POLICE FIELD SERVICES		4,494,730.00	277,506.84	3,830,855.41	85.83	26,756.30	637,118.29
558-ANIMAL CONTROL SECTIO		271,224.00	28,620.62	273,638.78	105.28	11,903.00	(14,317.78)
563-STREET & GROUND MAIN		2,040,898.00	125,960.74	1,746,867.87	86.80	24,647.67	269,382.46
565-PARKS & RECREATION		1,276,816.00	41,240.63	1,288,246.91	104.17	41,864.35	(53,295.26)
566-INTERNAL SVCS/BLDG		579,430.00	59,097.93	655,534.59	113.13	0.00	(76,104.59)
573-ENGINEERING & INSPECT		448,000.00	59,063.90	298,066.61	66.53	0.00	149,933.39
575-INTERNAL SVC/IT DEPT		218,834.00	17,493.12	225,717.16	103.15	0.00	(6,883.16)
592-NON-DEPARTMENTAL		782,261.00	60,135.67	897,266.47	175.37	474,586.26	(589,591.73)
*** TOTAL EXPENDITURES ***		18,127,545.00	1,225,984.74	16,279,949.28	93.86	734,773.69	1,112,822.03
*** TOTAL PROFIT / (LOSS) ***		(170,304.00)	(249,274.29)	1,971,069.52	725.93-	(734,773.69)	(1,406,599.83)

C I T Y O F T A Y L O R
FINANCIAL STATEMENT
AS OF: AUGUST 31ST, 2022

200-ROADWAY IMPACT FEE FUND
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
420-ASSESSMENTS		<u>60,000.00</u>	<u>12,178.08</u>	<u>123,403.08</u>	<u>205.67</u>	<u>0.00</u>	<u>(63,403.08)</u>
*** TOTAL REVENUES ***		<u>60,000.00</u>	<u>12,178.08</u>	<u>123,403.08</u>	<u>205.67</u>	<u>0.00</u>	<u>(63,403.08)</u>
<u>EXPENDITURE SUMMARY</u>							
631-ROADWAY IMPACT FEE		<u>60,000.00</u>	<u>3,484.32</u>	<u>13,455.52</u>	<u>78.90</u>	<u>33,885.88</u>	<u>12,658.60</u>
*** TOTAL EXPENDITURES ***		<u>60,000.00</u>	<u>3,484.32</u>	<u>13,455.52</u>	<u>78.90</u>	<u>33,885.88</u>	<u>12,658.60</u>
*** TOTAL PROFIT / (LOSS) ***		<u>0.00</u>	<u>8,693.76</u>	<u>109,947.56</u>	<u>0.00</u>	<u>(33,885.88)</u>	<u>(76,061.68)</u>

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
340-CHARGES FOR SERVICES		825,000.00	70,804.32	711,826.95	86.28	0.00	113,173.05
430-USE OF MONEY AND PROP		3,000.00	0.00	3.77	0.13	0.00	2,996.23
450-INTERFUND OPERATING T		0.00	0.00	0.00	0.00	0.00	0.00
470-PROCEEDS GEN LONG TER		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
*** TOTAL REVENUES ***		828,000.00	70,804.32	711,830.72	85.97	0.00	116,169.28
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
632-TRANSPORTATION		<u>821,319.00</u>	<u>51,301.52</u>	<u>628,508.76</u>	<u>76.67</u>	<u>1,173.48</u>	<u>191,636.76</u>
*** TOTAL EXPENDITURES ***		821,319.00	51,301.52	628,508.76	76.67	1,173.48	191,636.76
		=====	=====	=====	=====	=====	=====
*** TOTAL PROFIT / (LOSS) ***		6,681.00	19,502.80	83,321.96	229.58	(1,173.48)	(75,467.48)
		=====	=====	=====	=====	=====	=====

C I T Y O F T A Y L O R
 FINANCIAL STATEMENT
 AS OF: AUGUST 31ST, 2022

300-MUNICIPAL DRAINAGE UTILIT
 FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
330-	INTERGOVERNMENTAL REV	0.00	0.00	0.00	0.00	0.00	0.00
340-	CHARGES FOR SERVICES	522,500.00	43,717.02	438,270.91	83.88	0.00	84,229.09
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 ***	522,500.00 =====	43,717.02 =====	438,270.91 =====	83.88 =====	0.00 =====	84,229.09 =====
<u>EXPENDITURE SUMMARY</u>							
750-	MUNICIPAL DRAINAGE	<u>513,600.00</u>	<u>0.00</u>	<u>373,879.85</u>	<u>72.80</u>	<u>0.00</u>	<u>139,720.15</u>
***	TOTAL EXPENDITURES ***	513,600.00 =====	0.00 =====	373,879.85 =====	72.80 =====	0.00 =====	139,720.15 =====
***	TOTAL PROFIT / (LOSS) ***	8,900.00 =====	43,717.02 =====	64,391.06 =====	723.50 =====	0.00 =====	(55,491.06) =====

C I T Y O F T A Y L O R
 FINANCIAL STATEMENT
 AS OF: AUGUST 31ST, 2022

320-SANITATION FUND
 FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
310-TAXES		220,000.00	14,636.20	193,781.24	88.08	0.00	26,218.76
340-CHARGES FOR SERVICES		<u>1,757,600.00</u>	<u>152,634.05</u>	<u>1,493,682.93</u>	<u>84.98</u>	<u>0.00</u>	<u>263,917.07</u>
*** TOTAL REVENUES ***		<u>1,977,600.00</u>	<u>167,270.25</u>	<u>1,687,464.17</u>	<u>85.33</u>	<u>0.00</u>	<u>290,135.83</u>
<u>EXPENDITURE SUMMARY</u>							
721-SANITATION/GARBAGE		<u>1,946,700.00</u>	<u>155,039.00</u>	<u>1,788,464.53</u>	<u>91.87</u>	<u>0.00</u>	<u>158,235.47</u>
*** TOTAL EXPENDITURES ***		<u>1,946,700.00</u>	<u>155,039.00</u>	<u>1,788,464.53</u>	<u>91.87</u>	<u>0.00</u>	<u>158,235.47</u>
*** TOTAL PROFIT / (LOSS) ***		<u>30,900.00</u>	<u>12,231.25</u>	<u>(101,000.36)</u>	<u>326.86-</u>	<u>0.00</u>	<u>131,900.36</u>

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
320-PERMITS AND LICENSES		1,000.00	100.00	1,075.00	107.50	0.00	(75.00)
330-INTERGOVERNMENTAL REV		0.00	0.00	0.00	0.00	0.00	0.00
340-CHARGES FOR SERVICES		10,953,500.00	1,110,517.93	9,698,670.68	88.54	0.00	1,254,829.32
420-ASSESSMENTS		427,000.00	13,290.38	115,885.29	27.14	0.00	311,114.71
430-USE OF MONEY AND PROP		95,500.00	8,515.52	82,558.56	86.45	0.00	12,941.44
450-INTERFUND OPERATING T		0.00	0.00	0.00	0.00	0.00	0.00
460-PROCEEDS GEN FIXED AS		2,000.00	925.50	3,216.57	160.83	0.00	(1,216.57)
470-PROCEEDS GEN LONG TER		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
*** TOTAL REVENUES ***		<u>11,479,000.00</u>	<u>1,133,349.33</u>	<u>9,901,406.10</u>	<u>86.26</u>	<u>0.00</u>	<u>1,577,593.90</u>
<u>EXPENDITURE SUMMARY</u>							
701-UTILITIES ADMINISTRAT		501,743.00	29,567.59	417,711.37	83.25	0.00	84,031.63
706-WASTEWATER TREATMENT		994,196.00	56,168.10	767,692.41	79.32	20,875.00	205,628.59
708-UTILITY DISTRIBUTION/		2,545,152.00	118,270.83	1,881,836.62	79.25	135,172.95	528,142.43
709-UTILITIES NON-DEPARTM		<u>7,777,278.00</u>	<u>304,866.38</u>	<u>6,230,352.58</u>	<u>81.31</u>	<u>93,351.00</u>	<u>1,453,574.42</u>
*** TOTAL EXPENDITURES ***		<u>11,818,369.00</u>	<u>508,872.90</u>	<u>9,297,592.98</u>	<u>80.78</u>	<u>249,398.95</u>	<u>2,271,377.07</u>
*** TOTAL PROFIT / (LOSS) ***		<u>(339,369.00)</u>	<u>624,476.43</u>	<u>603,813.12</u>	<u>104.43-</u>	<u>(249,398.95)</u>	<u>(693,783.17)</u>

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
340-	CHARGES FOR SERVICES	425,000.00	78,000.00	675,510.00	158.94	0.00	(250,510.00)
420-	ASSESSMENTS	0.00	0.00	0.00	0.00	0.00	0.00
430-	USE OF MONEY AND PROP	<u>0.00</u>	<u>0.00</u>	<u>3,956.33</u>	<u>0.00</u>	<u>0.00</u>	<u>(3,956.33)</u>
***	TOTAL REVENUES ***	425,000.00 =====	78,000.00 =====	679,466.33 =====	159.87 =====	0.00 =====	(254,466.33) =====
<u>EXPENDITURE SUMMARY</u>							
592-	NON-DEPARTMENTAL	<u>160,000.00</u>	<u>39,122.61</u>	<u>21,807.41</u>	<u>26.97</u>	<u>21,349.00</u>	<u>116,843.59</u>
***	TOTAL EXPENDITURES ***	160,000.00 =====	39,122.61 =====	21,807.41 =====	26.97 =====	21,349.00 =====	116,843.59 =====
***	TOTAL PROFIT / (LOSS) ***	265,000.00 -----	38,877.39 -----	657,658.92 -----	240.12 -----	(21,349.00) -----	(371,309.92) -----

C I T Y O F T A Y L O R
 FINANCIAL STATEMENT
 AS OF: AUGUST 31ST, 2022

370-CEMETERY OPERATING FUND
 FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
330-	INTERGOVERNMENTAL REV	0.00	0.00	0.00	0.00	0.00	0.00
340-	CHARGES FOR SERVICES	171,500.00	26,334.00	147,154.00	85.80	0.00	24,346.00
420-	ASSESSMENTS	0.00	0.00	0.00	0.00	0.00	0.00
430-	USE OF MONEY AND PROP	1,000.00	112.00	1,427.00	142.70	0.00	(427.00)
440-	DONATIONS FROM PRIVAT	0.00	0.00	0.00	0.00	0.00	0.00
450-	INTERFUND OPERATING T	5,000.00	0.00	2,472.59	49.45	0.00	2,527.41
460-	PROCEEDS GEN FIXED AS	<u>80,000.00</u>	<u>7,020.00</u>	<u>77,524.20</u>	<u>96.91</u>	<u>0.00</u>	<u>2,475.80</u>
***	TOTAL REVENUES ***	257,500.00 =====	33,466.00 =====	228,577.79 =====	88.77 =====	0.00 =====	28,922.21 =====
<u>EXPENDITURE SUMMARY</u>							
761-	CEMETERY OPERATING DE	<u>260,879.00</u>	<u>16,828.87</u>	<u>220,222.74</u>	<u>89.38</u>	<u>12,960.00</u>	<u>27,696.26</u>
***	TOTAL EXPENDITURES ***	260,879.00 =====	16,828.87 =====	220,222.74 =====	89.38 =====	12,960.00 =====	27,696.26 =====
***	TOTAL PROFIT / (LOSS) ***	(3,379.00) =====	16,637.13 =====	8,355.05 =====	136.28 =====	(12,960.00) =====	1,225.95 =====

C I T Y O F T A Y L O R
 FINANCIAL STATEMENT
 AS OF: AUGUST 31ST, 2022

384-FLEET REPLACEMENT FUND
 FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
330-	INTERGOVERNMENTAL REV	0.00	0.00	0.00	0.00	0.00	0.00
340-	CHARGES FOR SERVICES	428,767.00	0.00	609,463.25	142.14	0.00	(180,696.25)
420-	ASSESSMENTS	0.00	0.00	0.00	0.00	0.00	0.00
430-	USE OF MONEY AND PROP	500.00	361.61	1,005.32	201.06	0.00	(505.32)
450-	INTERFUND OPERATING T	0.00	0.00	11,914.45	0.00	0.00	(11,914.45)
460-	PROCEEDS GEN FIXED AS	7,500.00	0.00	19,123.50	254.98	0.00	(11,623.50)
470-	PROCEEDS GEN LONG TER	<u>2,000,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>2,000,000.00</u>
***	TOTAL REVENUES ***	<u>2,436,767.00</u>	<u>361.61</u>	<u>641,506.52</u>	<u>26.33</u>	<u>0.00</u>	<u>1,795,260.48</u>
<u>EXPENDITURE SUMMARY</u>							
518-	EQUIPMENT REPLACEMENT	<u>2,410,639.00</u>	<u>92,695.45</u>	<u>546,211.70</u>	<u>24.61</u>	<u>47,044.47</u>	<u>1,817,382.83</u>
***	TOTAL EXPENDITURES ***	<u>2,410,639.00</u>	<u>92,695.45</u>	<u>546,211.70</u>	<u>24.61</u>	<u>47,044.47</u>	<u>1,817,382.83</u>
***	TOTAL PROFIT / (LOSS) ***	<u>26,128.00</u>	<u>(92,333.84)</u>	<u>95,294.82</u>	<u>184.67</u>	<u>(47,044.47)</u>	<u>(22,122.35)</u>

Attachment C

Council Report

Checks Posted in August 2022

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	GENERAL FUND	AFLAC	AFLAC AUG 2022 INVOICE	1,594.12
		MISCELLANEOUS	ANGELA TREVINO	200.00
			SAMANTHA JUAREZ	200.00
			CRYSTAL VALLEJO	200.00
			LUPE HERNANDEZ	175.00
			LUPE HERNANDEZ	200.00
			BREANNA WOOTEN	75.00
			BRITTNEY RODRIGUEZ	200.00
			MARIA ROSS	74.00
			EVELYN HAZLETT	300.00
			ERIKA GONZALEZ	200.00
			JOHN MCDONALD	100.00
			MATTIE DEARY	25.00
			BETHANY HALL	200.00
			MATTIE DEARY	200.00
			CARMELO AUTRY	100.00
			BETHANY HALL	200.00
			BETHANY HALL	100.00
			DEBBIE VALLEJO	200.00
			BRYSSA TORRES	200.00
			MARIA SALAZAR	200.00
		McCREARY, VESELKA, BRAGG & ALLEN PC	CC FEES JULY 2022	899.90
		NATIONWIDE RETIREMENT SOLUTIONS	457B DEF COMP PLAN	2,381.00
			457B DEF COMP PLAN ROTH	135.00
			457B DEF COMP PLAN	2,281.00
			NATIONWIDE RETIREMENT SOLU	135.00
		PRE-PAID LEGAL SERVICES, INC. DBA LEGA	PRE-PAID LEGAL AUG.2022	114.65
		SCOTT & WHITE HEALTHCARE	S&W INVOICE 2022	17,263.17
			WHAT RETIREES PAY	1,513.74
		TEXAS COMPTROLLER OF PUBLIC ACCOUNTS	TEXAS COMPTROLLER OF PUBLI	22,718.14
		UNITED WAY FOR GREATER AUSTIN	UNITED WAY CONTRIBUTIONS	5.00
			UNITED WAY CONTRIBUTIONS	5.00
		UNUM LIFE INS CO OF AMERI	UNUM LIFE INS. PAYABLE	922.83
		WEX HEALTH, INC. DBA: WEX	38705 FSA	667.05
			38705 FSA	667.05
		TAYLOR PROFESSIONAL FIREFIGHTER ASSOCI	ACCT #2091015 TAYLOR FF AS	439.00
			ACCT #2091015 TAYLOR FF AS	439.00
		ICMA-RC PLAN SPONSOR SERVICES	ICMA-RC & ROTH	1,565.69
			ICMA-RC & ROTH	345.00
			ICMA CONTRIBUTORY	1,615.69
			ICMA ROTH	495.00
		SUN LIFE ASSURANCE COMPANY	SUN LIFE DENTAL 2022	<u>2,369.13</u>
			TOTAL:	61,920.16
CITY COUNCIL	GENERAL FUND	AMAZON.COM SALES, INC DBA: AMAZON.COM	B. RYDELL & G. ANDERSON/TS	89.90
			MARK S./TML SHIRT	43.99
			TML SHIRTS	159.68
		CIVIC PLUS	ONLINE CODE HOSTING PREMIU	1,745.00
			MUNICODE ELECT UPDATE PAGE	432.00
			MUNICODE UPDATED PAGES & T	73.30
		LLOYD GOSSELINK ROCHELLE & TOWNSEND, P	ONCOR FRANCHISE AGREEMENT	696.00
			ATMOS FRANCHISE AGREEMENT	486.00
		GRANITE MEDIA PARTNERS, INC. DBA: TAYL	TEXAS ENTERPRISE ZONE PROG	92.50
		VERIZON WIRELESS	CELL PHONE	176.10
		HEJL & SCHROEDER, P.C.	M. SCHROEDER TML CONF/REIM	405.00
			JANUARY 2022 LEGAL SERVICE	7,395.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
TOTAL:				11,794.47
CITY MANAGEMENT	GENERAL FUND	MISCELLANEOUS TAYLOR COLUMBUS CLUB	TAYLOR COLUMBUS CLUB:EMP A	500.00
		LINCOLN	LTD 2022 INV.	73.85
		ODP BUSINESS SOLUTIONS, LLC	COPY PAPER	24.57
		PNC BANK NATIONAL ASSOCIATION	TAYLOR SPORTING GOODS TAX	125.53-
		SCOTT & WHITE HEALTHCARE	S&W INVOICE 2022	1,892.97
		UNUM LIFE INS CO OF AMERI	UNUM AD&D	85.56
		VERIZON WIRELESS	CELL PHONE	144.93
		DAHILL DBA: XEROX BUSINESS SOLUTIONS S	XER/XWC7845 MAINT	46.06
			XER/XWC7845 COLOR COPIES O	97.08
		SUN LIFE ASSURANCE COMPANY	SUN LIFE DENTAL 2022	73.17
		COMMUNITY COFFEE COMPANY LLC	COFFEE SUPPLIES	<u>25.93</u>
TOTAL:				2,838.59
PUBLIC INFORMATION	GENERAL FUND	4IMPRINT, INC	BACK TO SCHOOL GIVEAWAYS	1,106.45
		AMAZON.COM SALES, INC DBA: AMAZON.COM	BACK TO SCHOOL BASH GAME	35.55
			COUNCIL HARDDRIVE STORAGE	82.99
		LINCOLN	LTD 2022 INV.	14.50
		SCOTT & WHITE HEALTHCARE	S&W INVOICE 2022	630.99
		TIME WARNER CABLE DBA SPECTRUM	FIBER PEG CHANNEL	698.08
		UNUM LIFE INS CO OF AMERI	UNUM AD&D	13.99
		VERIZON WIRELESS	CELL PHONE	70.44
		OSBORNE, STACEY FORD	AUGUST 2022 PIO SERVICES	1,742.00
		DAHILL DBA: XEROX BUSINESS SOLUTIONS S	XER/XWC7845 COLOR COPIES O	72.51
		SUN LIFE ASSURANCE COMPANY	SUN LIFE DENTAL 2022	24.39
		COMMUNITY COFFEE COMPANY LLC	COFFEE SUPPLIES	<u>25.94</u>
TOTAL:				4,517.83
HUMAN RESOURCES	GENERAL FUND	LINCOLN	LTD 2022 INV.	35.79
		ODP BUSINESS SOLUTIONS, LLC	COPY PAPER	24.57
		SCOTT & WHITE HEALTHCARE	S&W INVOICE 2022	630.99
		UNUM LIFE INS CO OF AMERI	UNUM AD&D	34.61
		VERIZON WIRELESS	CELL PHONE	48.31
		WORKERS ASSISTANCE PROGRAM, INC.	WAP SERVICES AUGUST 2022	276.12
		DAHILL DBA: XEROX BUSINESS SOLUTIONS S	XER/XWC7845 MAINT	46.07
			XER/XWC7845 COLOR COPIES O	55.41
		BAYLOR SCOTT & WHITE HEALTH	PRE-EMP PHYSICAL - LOOK	60.00
		BRANDY MILLER PHD PC DBA:	PSYCH EXAM - DENA MORGAN	250.00
		ROSS GANNAWAY, PLLC	AUGUST 2022 LEGAL SERVICES	82.50
		SUN LIFE ASSURANCE COMPANY	SUN LIFE DENTAL 2022	48.78
		COMMUNITY COFFEE COMPANY LLC	COFFEE SUPPLIES	<u>25.94</u>
TOTAL:				1,619.09
CITY CLERK	GENERAL FUND	BARKER, DIANNA	TMCA CONFERENCE	271.25
		LINCOLN	LTD 2022 INV.	25.15
		SCOTT & WHITE HEALTHCARE	S&W INVOICE 2022	1,261.98
		UNUM LIFE INS CO OF AMERI	UNUM AD&D	24.64
		VERIZON WIRELESS	CELL PHONE	35.22
		DAHILL DBA: XEROX BUSINESS SOLUTIONS S	XER/XWC7845 MAINT	46.06
			XER/XWC7845 COLOR COPIES O	201.95
		SUN LIFE ASSURANCE COMPANY	SUN LIFE DENTAL 2022	48.78
		COMMUNITY COFFEE COMPANY LLC	COFFEE SUPPLIES	<u>25.94</u>
TOTAL:				1,940.97
FINANCIAL SERVICES	GENERAL FUND	AMAZON.COM SALES, INC DBA: AMAZON.COM	JEFF WOOD/T-SHIRT	41.99

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TAPE & STAPLES	35.43
		LINCOLN	LTD 2022 INV.	97.90
		MEEDER PUBLIC FUNDS, INC. DBA:	AUGUST 2022 INVESTMENT SRV	2,000.00
		ODP BUSINESS SOLUTIONS, LLC	COPY PAPER	24.57
			BINDER CLIPS	17.07
			REST WRIST W/ PAD	17.33
			AMBER/FOLDERS	34.59
			LINDSAY/TONER	59.73
			S. SCHMIDT/TONER	88.31
		SCOTT & WHITE HEALTHCARE	S&W INVOICE 2022	2,523.96
		UNUM LIFE INS CO OF AMERI	UNUM AD&D	99.07
		VERIZON WIRELESS	CELL PHONE	83.53
		DAHILL DBA: XEROX BUSINESS SOLUTIONS S	XER/XWC7845 MAINT	46.07
			XER/XWC7845 COLOR COPIES O	240.57
			XPHASER 4622	46.95
		SUN LIFE ASSURANCE COMPANY	SUN LIFE DENTAL 2022	170.73
		COMMUNITY COFFEE COMPANY LLC	COFFEE SUPPLIES	<u>25.94</u>
			TOTAL:	5,653.74
MUNICIPAL COURT	GENERAL FUND	AT&T	MUNICIPAL COURT	209.80
		BRINKS, INC.	AUGUST 2022 BRINKS	513.58
		TYLER TECHNOLOGIES, INC	COURT ONLINE	100.00
			BRAZOS INTERFACE ANNUAL MA	966.48
		MISCELLANEOUS JAYME MCCARTHY	JAYME MCCARTHY:PAYCHECK FU	327.74
		LINCOLN	LTD 2022 INV.	21.37
		ODP BUSINESS SOLUTIONS, LLC	PENS, PAPER, POST IT NOTES	319.38
			INK	88.31
			LABELS FOR CASE FILES	29.58
			LABELS FOR CASE FILES	38.67
		RELIANT ENERGY SOLUTIONS	MONTHLY ELECTRIC BILL	237.86
		SCOTT & WHITE HEALTHCARE	S&W INVOICE 2022	1,261.98
		ATMOS ENERGY	NATURAL GAS-109 W 5TH ST	64.51
		UNUM LIFE INS CO OF AMERI	UNUM AD&D	20.86
		VERIZON WIRELESS	CELL PHONE	70.44
			CELL PHONE	0.00
		DAHILL DBA: XEROX BUSINESS SOLUTIONS S	CONTRACT BASE	255.00
			CONTRACT OVERAGE	62.00
		CINTAS CORP DBA FIRST AID & SAFETY	109 W 5TH/MEDICAL SUPPLIES	66.13
		SUN LIFE ASSURANCE COMPANY	SUN LIFE DENTAL 2022	48.78
		WHEATON, YOLANDA DBA: ASAP TRANSLATORS	COURT INTERPRETER SERVICES	225.00
		HEJL & SCHROEDER, P.C.	JAN 2022 MUNICIPAL COURT S	<u>2,040.00</u>
			TOTAL:	6,967.47
DEVELOPMENT SERVICES	GENERAL FUND	AMAZON.COM SALES, INC DBA: AMAZON.COM	S. SHELTON RETIREMENT PLAQ	52.93
		LINCOLN	LTD 2022 INV.	153.96
		ODP BUSINESS SOLUTIONS, LLC	DIVIDERS	76.03
			COPY PAPER	24.57
			OFFICE SUPPLIES-FAN	92.99
			COFFEE & QUART BOARD	140.96
			COFFEE, STAPLER, RULER	188.64
			COFFEE & PERMANENT MARKERS	81.05
			BULLETIN BOARD	35.19
			OFFICE SUPPLIES-CABLES	9.49
			CORK BOARD RETURNED/DAMAGE	46.39-
			CORK BOARD	46.39
			CORK BOARD RETURNED/DAMAGE	46.39-

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		SCOTT & WHITE HEALTHCARE	S&W INVOICE 2022	5,678.91
		INTERNATIONAL CODE COUNCIL, INC.	IBC TABS FOR SOFT COVER BO	16.16
		UNUM LIFE INS CO OF AMERI	UNUM AD&D	156.69
		VERIZON WIRELESS	CELL PHONE	369.34
		WAL-MART COMMUNITY/GEMB	OFFICE FRAME	5.98
			COUNCIL WITH P&Z MTG	56.81
		HUMPHREYS, JAMES BRENT DBA: MALLARD &	829 MCCLURE ST/ABATEMENT	475.00
		DAHILL DBA: XEROX BUSINESS SOLUTIONS S	XER/XWC7845 MAINT	46.07
			XER/XWC7845 COLOR COPIES O	337.19
		SOUTH CENTRAL PLANNING & DEV. COMMISSI	MPN AUGUST 2022	875.00
		SUN LIFE ASSURANCE COMPANY	SUN LIFE DENTAL 2022	219.51
		COMMUNITY COFFEE COMPANY LLC	COFFEE SUPPLIES	<u>25.94</u>
			TOTAL:	9,072.02
MAIN STREET PROGRAM 00 GENERAL FUND		AMAZON.COM SALES, INC DBA: AMAZON.COM	OFFICE DOOR SIGN	13.79
		LINCOLN	LTD 2022 INV.	16.17
		ODP BUSINESS SOLUTIONS, LLC	COPY PAPER	24.57
		SCOTT & WHITE HEALTHCARE	S&W INVOICE 2022	630.99
		UNUM LIFE INS CO OF AMERI	UNUM AD&D	15.64
		VERIZON WIRELESS	CELL PHONE	48.31
		DAHILL DBA: XEROX BUSINESS SOLUTIONS S	XER/XWC7845 MAINT	46.07
			XER/XWC7845 COLOR COPIES O	268.35
		SUN LIFE ASSURANCE COMPANY	SUN LIFE DENTAL 2022	24.39
		COMMUNITY COFFEE COMPANY LLC	COFFEE SUPPLIES	<u>25.94</u>
			TOTAL:	1,114.22
CD-MOODY MUSEUM	GENERAL FUND	RELIANT ENERGY SOLUTIONS	MONTHLY ELECTRIC BILL	400.10
		ATMOS ENERGY	NATURAL GAS-114 W 9TH ST	<u>60.52</u>
			TOTAL:	460.62
PUBLIC LIBRARY	GENERAL FUND	AT&T	LIBRARY	358.40
		BLACKSTONE AUDIO, INC. DBA: BLACKSTONE	AUDIO BOOKS	63.80
		INGRAM BOOK COMPANY	LIBRARY BOOKS	25.40
			LIBRARY BOOKS	15.37
			LIBRARY BOOKS	64.30
			books	387.25
			books	144.30
			books	146.73
			books	20.43
			books	1,640.31
			books	8.19
			books	386.96
			books	10.59
			books	2,378.43
			books	10.08
			books	1,686.90
			books	24.50
			books	26.29
		LINCOLN	LTD 2022 INV.	63.95
		MIDWEST TAPE	DVD'S	122.18
		RELIANT ENERGY SOLUTIONS	MONTHLY ELECTRIC BILL	1,649.20
		SCOTT & WHITE HEALTHCARE	S&W INVOICE 2022	2,523.96
		ATMOS ENERGY	NATURAL GAS-801 VANCE ST	63.17
		UNUM LIFE INS CO OF AMERI	UNUM AD&D	62.36
		VERIZON WIRELESS	CELL PHONE	35.22
		CHARTER COMMUNICATIONS HOLDINGS, LLC D	LIBRARY INTERNET	197.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		SUN LIFE ASSURANCE COMPANY	SUN LIFE DENTAL 2022	97.56
			TOTAL:	12,212.83
FIRE DEPARTMENT	GENERAL FUND	AT&T	CITY HALL (CIVIL DEF)	37.58
			VICTORIA STATION	129.55
			FIRE DEPT	175.71
		AMAZON.COM SALES, INC DBA: AMAZON.COM	PRINTER - FIRE STA 1	249.99
			HOSE & BATTERIES	28.92
			NOTEPADS	61.47
		AUGUST INDUSTRIES INC.	QUARTERLY SERVICE ON COMPR	608.50
		B&H PHOTO VIDEO	AUTEL EVO II 640T	7,471.87
		BROCK, COLTON	RESCUE TRAINING INTERNATIO	126.00
		BILICKI, JUSTIN	RESCUE TRAINING INTERNATIO	126.00
		DOMINGUEZ, NATHAN	REIMB EMT RENEWAL FINGERPR	39.05
		EAST COAST RESCUE SOLUTIONS	TRAINING DEVICE	12,360.00
		FRONT LINE MOBILE HEALTH, LLC	ANNUAL PHYSICALS	18,860.00
		LINCOLN	LTD 2022 INV.	295.09
		PNC BANK NATIONAL ASSOCIATION	HOME DEPOT CANCELLED ORDER	578.00-
			HOME DEPOT CANCELLED ORDER	69.99-
			HOME DEPOT CANCELLED ORDER	647.99-
			24HOURWRISTBAND TAX CREDIT	17.54-
		RELIANT ENERGY SOLUTIONS	MONTHLY ELECTRIC BILL	1,137.13
		SCOTT & WHITE HEALTHCARE	S&W INVOICE 2022	14,512.77
		TIME WARNER CABLE DBA SPECTRUM	INTERNET	369.66
		RESCUE TRAINING INC.	TRAINING	1,540.00
		ATMOS ENERGY	NATURAL GAS-200 WASHBURN S	93.80
			NATURAL GAS-705 CARLOS PAR	75.16
		UNUM LIFE INS CO OF AMERI	UNUM AD&D	290.43
		VERIZON WIRELESS	CELL PHONES	201.25
			DATA CARDS	645.87
		ON TECH, LLC DBA: IT VOICE	FIRE 1 UPGRADE MEMORY	407.28
		HAYDAY, INC DBA: CTWP	FD MONTHLY COPIER AGREEMEN	46.03
		AT&T U-VERSE	FD INTERNET/CABLE	152.77
		SORRICK, RYAN	RESCUE TRAINING INTERNATIO	126.00
		CITY OF GEORGETOWN	TRAINING	2,250.00
		RESCUEGEAR, INC.	RESCUE GEAR	6,029.00
		DELL FINANCIAL SERVICES	COMPUTER	1,411.77
		THE BEISTLE CO DBA FIRE SMART PROMOTIO	FIRE PREVENTION/STICKER BA	180.00
		POKORNY, TRENTON	RESCUE TRAINING INTERNATIO	126.00
		SUN LIFE ASSURANCE COMPANY	SUN LIFE DENTAL 2022	560.97
			TOTAL:	69,412.10
POLICE DEPARTMENT	GENERAL FUND	AT&T	POLICE DEPT	204.71
			INTERNET	1,635.97
		AMAZON.COM SALES, INC DBA: AMAZON.COM	EVID DESK/DISPATCH FOOT RE	206.97
			EVIDENCE BAGS	104.92
			DESK ORGANIZER	92.47
			GUNSAFE FOR SRO	258.98
			RUG FOR CHIEF	307.24
			EVIDENCE FLASH DRIVES	129.78
			CHAIR PAD/FLOOR PROTECTOR	46.97
			RUGS, LIDS, COFFEE DECANTE	526.16
			BATTERIES	54.44
			GUN SAFE FOR SRO DE HOYOS	268.48
		TEXAS DEPARTMENT OF INFORMATION RESOUR	DISPATCH RADIO JULY 2022	413.28
		G T DISTRIBUTORS, INC	GOLDEN UNIFORMS	164.99

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			ANDERSON UNIFORMS	17.50
			PD UNIFORMS	149.48
		LINCOLN	LTD 2022 INV.	567.11
			ADJ / ALAFA ROEL	0.29
			ADJ. / JASON CULP	7.99-
			TERM JACOB LOEVE	26.98-
			ADJ/ DOUGLAS LOOK	0.29
			ADD DENA MORGAN	11.58
		ODP BUSINESS SOLUTIONS, LLC	COMPUTER CHAIRS	1,017.09
		RELIANT ENERGY SOLUTIONS	MONTHLY ELECTRIC BILL	1,121.71
		SCOTT & WHITE HEALTHCARE	S&W INVOICE 2022	22,715.64
			ADD DENA MORGAN	630.99
		TIME WARNER CABLE DBA SPECTRUM	PD INTERNET/CABLE AUGUST 2	343.45
		UNUM LIFE INS CO OF AMERI	UNUM AD&D	566.59
			ADJ/ALAFA ROEL	0.23
			ADJ / JASON CULP	7.83-
			ADJ/DOUGLAS LOOK	0.47
			ADD / DENA MORGAN	11.38
			TERM JACOB LOEVE	23.32-
			ADD DENA MORGAN	47.24
		VERIZON WIRELESS	CELL PHONES	483.00
			CELL PHONES - VOCA COORDIN	40.25
			CELL PHONES - VOCA VOLUNTE	40.25
			MIFI-VOCA COORDINATOR	37.99
			DATA CARDS	607.90
		DEAN THREADGILL DBA:	POSTAGE FOR VESTS RETURN	62.13
		ON TECH, LLC DBA: IT VOICE	MONTHLY IT SUPPORT - SEPT	7,313.00
		BURRELL PRINTING COMPANY, INC	SRO BUSINESS CARDS	97.02
		DELL FINANCIAL SERVICES	34" MONITORS FOR DISPATCH	1,100.78
		SUN LIFE ASSURANCE COMPANY	SUN LIFE DENTAL 2022	878.04
			ADD DENA MORGAN	24.39
		AXON ENTERPRISE INC.	BWC UNLIMITED STORAGE	6,708.77-
			BWC UNLIMITED STORAGE	12,050.27
		CIT BANK, N.A DBA AVAYA FINANCIAL SERV	AVAYA SOFTWARE	511.39
		KONICA MINOLTA PREMIER FINANCE	COPIER LEASE 8.17.22 - 9.1	267.44
		MORENO, PRISCILLA	CRIMES AGAINST CHILDREN CO	50.00
			CRIMES AGAINST CHILDREN CO	<u>224.00</u>
			TOTAL:	48,629.36
ANIMAL CONTROL	GENERAL FUND	AT&T	ANIMAL CONTROL	138.30
		AMAZON.COM SALES, INC DBA: AMAZON.COM	MICROWAVE REFUND	139.99-
			MICROWAVE FOR ACO	114.99
		EVINS TEMPORARIES, INC.	KT CARPENTER W.E 8.6.2022	858.00
			KT MARTINEZ W.E 8.6.2022	847.28
			KT CARPENTER W.E 8.13.22	858.00
			KT MARTINEZ W.E 8.13.22	686.40
			KT CARPENTER W.E 8.20.22	847.28
			KT MARTINEZ W.E 8.20.22	815.10
		G T DISTRIBUTORS, INC	S. PERIO/BOOTS	108.00
		GRAEF VETERINARY HOSPITAL	JUNE-JULY 2022 VET SERVICE	2,613.18
		HUMANE EDUCATORS OF TEXAS, LLC	VET SERVICES JULY 2022	1,640.00
			VET SERVICES AUGUST 2022	3,880.00
		LINCOLN	LTD 2022 INV.	20.79
		RELIANT ENERGY SOLUTIONS	MONTHLY ELECTRIC BILL	609.00
		SCOTT & WHITE HEALTHCARE	S&W INVOICE 2022	630.99
		UNUM LIFE INS CO OF AMERI	UNUM AD&D	20.15

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		VERIZON WIRELESS	CELL PHONE	118.75
		SATELLITE SHELTERS, INC.	TEMPORARY ACO BUILDING	1,390.00
		SUN LIFE ASSURANCE COMPANY	SUN LIFE DENTAL 2022	<u>24.39</u>
			TOTAL:	16,080.61
STREETS & GROUND MAINT GENERAL FUND		AT&T	PUBLIC WORKS	258.67
		AMAZON.COM SALES, INC DBA: AMAZON.COM	ST,GR/GATORADE POWDER PACK	49.32
		DOBIE SUPPLY LLC	4TH ST/(2) 36" DIP SIGNS	186.86
		ERGON ASPHALT & EMULSIONS, INC	SS-1 EMULSION OIL	1,072.14
		GRAINGER, W. W. INC.	BRETT B/(4) HI VIS SHIRTS	61.22
		LINCOLN	LTD 2022 INV.	193.78
		MOSS & MOSS INC. #4000	ST,GR/MISC REPAIRS	13.74
			CROSSWALK PAINT COVER, MIX	32.18
			PAINT/MURPHY PK - LOWER LE	47.69
			ST,GR/CHAINSAW OIL	5.84
			C. GONZALES-PERSONAL CANDY	1.79
			ST,GR/CROSSWALK PAINTING	10.79
			ST,GR/CROSSWALK PAINTING	26.96
			ST,GR/CROSSWALK PAINTING	32.36
			ST,GR/CROSSWALK PAINTING	17.08
		PNC BANK NATIONAL ASSOCIATION	TML J. GRAY CONF CANCELLAT	445.00-
		RELIANT ENERGY SOLUTIONS	MONTHLY ELECTRIC BILL	4,670.32
		SCOTT & WHITE HEALTHCARE	S&W INVOICE 2022	8,833.86
		TIME WARNER CABLE DBA SPECTRUM	INTERNET	229.16
		ATMOS ENERGY	NATURAL GAS-1424 N MAIN ST	61.84
		UNITED RENTALS (NORTH AMERICA), INC.	WATER TRUCK RENTAL	2,733.06
		UNUM LIFE INS CO OF AMERI	UNUM AD&D	191.05
		VERIZON WIRELESS	CELL PHONE	288.90
			GATEWAY SIGN	37.99
		WAL-MART COMMUNITY/GEMB	BOTTLED WATER/PROPEL PACKS	51.60
			BOTTLED WATER & ELECTROLYT	48.80
		WHITTLESEY LANDSCAPE SUPPLIES & RECY.	HIKE & BIKE TRAILS/GRANITE	428.98
		ON TECH, LLC DBA: IT VOICE	JEFF SCHUTZ-UPGRADE HARD D	300.00
		PRV TREE SERVICE	REMOVAL OF (4) TREES	2,500.00
		HAYDAY, INC DBA: CTWP	ST,GR/COPIER LEASE AGREEME	107.25
		YELLOWSTONE LANDSCAPE CENTRAL, INC.	ROW MOWING AUGUST 2022	3,817.28
		CINTAS CORPORATION #86	ST,GR/UNIFORM RENTAL	233.42
			ST,GR/UNIFORM RENTAL	233.42
			ST,GR/UNIFORM RENTAL	233.42
			ST,GR/UNIFORM RENTAL	238.87
		SUN LIFE ASSURANCE COMPANY	SUN LIFE DENTAL 2022	390.24
		CIT BANK, N.A DBA AVAYA FINANCIAL SERV	CAMERA SYSTEM	167.59
		COMMUNITY COFFEE COMPANY LLC	1424 N MAIN/COFFEE,SUGAR,C	<u>153.05</u>
			TOTAL:	27,515.52
PARKS & RECREATION	GENERAL FUND	AT&T	PARKS & REC	43.76
		AMAZON.COM SALES, INC DBA: AMAZON.COM	TYLER BYBEE/T-SHIRT	39.99
			CLOCK & KEY ORGANIZER	92.42
			TRPSC/PENS	9.75
			PAPER, LAMINATE POUCH, COF	105.10
		HEART OF TEXAS LANDSCAPE & IRRIGATION	TRPSC/REPAIR 2 BROKEN PIPE	910.00
			MEMORIAL FIELD IRRIGATION	760.00
		LINCOLN	LTD 2022 INV.	93.29
		MATERA PAPER CO INC	TISSUE, ROLL TOWELS, GLOVE	397.60
			PARKSRR-TOILET TIS/TRASH B	62.15
			TRPSC/MINI JUMBO TOILET	53.97

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			RETURN-2PLY 9" TOILET TISS	35.00-
		MOSS & MOSS INC. #5000	HOSE BIB	10.79
			PAINT	43.17
			PVC PIPE, CEMENT, & FITTIN	26.98
			MISC HARDWARE	0.75
			CABLE TIES	18.87
			16PC DRIVE SET & FITTINGS	29.68
			TRPSC/PAINT	98.95
			YELLOW CAUTION TAPE	10.60
			REGAL RED TOOL	10.77
			COUPLINGS & WASHERS	9.95
			COUPLINGS	8.98
		L AND O SERVICES, LLC DBA: PAUL'S POOL	STABILIZER & LIQUID CHLORI	385.79
			POOLIFE PH PLUS	8.99
		RELIANT ENERGY SOLUTIONS	MONTHLY ELECTRIC BILL	3,876.24
		SCOTT & WHITE HEALTHCARE	S&W INVOICE 2022	4,416.93
		TIME WARNER CABLE DBA SPECTRUM	DICKEY GIVENS INTERNET	89.99
			FIELD HOUSE INTERNET	85.08
		ATMOS ENERGY	NATURAL GAS-1418 DAVIS ST	65.51
			NATURAL GAS-1418 DAVIS ST	69.83
		UNUM LIFE INS CO OF AMERI	UNUM AD&D	83.44
		VERIZON WIRELESS	CELL PHONE	265.36
			IPAD	37.99
		WAYNE GING PLUMBING, LLC	TRPSC/REPAIR TOILET	350.00
		MCCOY'S BUILDING SUPPLY	2 X 10 PINE WOOD	49.58
		PRV TREE SERVICE	TREE REMOVAL BULL BRANCH	4,500.00
		TRI-POINT REFRIGERATION, INC.	INSTALL TRP ICE MACHINE	2,881.33
		FS HOLDINGS DBA: TEXAS ENTERPRISES, IN	TAGINATOR GRAFFITI REMOVER	135.00
		SUN LIFE ASSURANCE COMPANY	SUN LIFE DENTAL 2022	170.73
		CIT BANK, N.A DBA AVAYA FINANCIAL SERV	TRPSC/PHONE SYSTEM	121.60
			CAMERA SYSTEM	167.58
		NORTHWEST CASCADE INC DBA HONEY BUCKET	MEM FIELD/PORTA POTTY8/12-	145.00
			TOTAL:	20,708.49
INTERNAL SERVICES/BLDG GENERAL FUND		AT&T	CITY HALL FAX	536.42
			INTERNET	1,635.97
		AMAZON.COM SALES, INC DBA: AMAZON.COM	RECHARGE BATTERIES	15.71
			CREDIT RETURN SHIRT TML CO	49.92-
			FACE MASKS & HAND SANITIZE	31.67
			CREDIT SHIRT FOR TML CONFE	48.18-
		ALADDIN CARPET & INTERIORS	TAYLOR PD FLOORING	17,250.00
		JIM McNABB INC DBA: ART OFFICE SIGNS	JEFF JENKINS/DOOR PLAQUE	40.00
		CL&MA JANITORIAL SERVICES LLC	AUGUST 2022 JANITORIAL SER	1,890.00
		GULF COAST PAPER CO. INC.	CITY HALL/TOISSUE ROLLS & L	163.28
		KRUSE, KELLY D DBA KRUSE ELECTRIC SER	LIBERTY GARD/REPLAC POLE L	389.95
			MOODY/BATHROOM EXHAUST FAN	228.45
			LIBRARY/REPLACE EXIT LIGHT	931.15
			LIBRARY/REPLACE RECESSED L	453.80
		LINCOLN	LTD 2022 INV.	50.36
		MATERA PAPER CO INC	ROLL TOWELS & HAND SOAP	202.67
			1424 N MAIN-TOILET TISSUE	44.81
			1424 N MAIN-KITCHEN ROLL T	29.59
			ROLL TOWELS	148.29
		MOSS & MOSS INC. #6000	CITY HALL/3V BATTERY	8.99
			SHOP/MISC HARDWARE	10.56
			JAN HARRIS/SURGE PROTECTOR	24.29

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			CITY HALL REPAIR DOOR CLOS	80.99
			FIRE 1/WALL PLATE & OUTLET	15.87
			FIRE 1/OUTLET & GFCI	49.52
			FIRE #1/BRS CMP CAP	1.25
			CITY HALL/KEYS	3.98
			FIRE #1/CAP HARDWARE	0.89
			FIRE #1/CONNECTOR	4.99
			BULL BRANCH LUBE & KEYS	11.17
			BULL BRANCH/TOILET SEAT	17.99
			BULL BRANCH RESTROOM HARDW	17.32
			BULL BRANCH/HOOK & EYE	2.33
			FIELD HOUSE A/C FILTERS	9.96
			ACO/BRACE, DRAIN, & CLAMPS	18.12
		ODP BUSINESS SOLUTIONS, LLC	COPY PAPER	24.54
		RELIANT ENERGY SOLUTIONS	MONTHLY ELECTRIC BILL	1,944.39
		SCOTT & WHITE HEALTHCARE	S&W INVOICE 2022	2,523.96
		TRACTOR SUPPLY COMPANY	FLAG CAP & 3 GAL SPRAYER	49.98
		ATMOS ENERGY	NATURAL GAS-400 PORTER ST	67.17
		UNUM LIFE INS CO OF AMERI	UNUM AD&D	49.30
		VERIZON WIRELESS	CELL PHONE	105.66
		WAYNE GING PLUMBING, LLC	WATER DEPT/AUGURED SEWER	200.00
			FIRE DEPT/AUGURED TOILET	330.00
			FIRE DEPT/AUGURED KITCHEN	200.00
		MCCOY'S BUILDING SUPPLY	MOODY/NYLON ROPE	14.69
			FIRE #1/ALUMINUM SCREEN	24.04
		GRENIER SERVICE COMPANY, LLC DBA:	FIRE STATION 1/DOOR REPAIR	245.00
			FIRE STAT 1/DOOR REPAIR	468.00
		SPARKLETTS & SIERRA SPRINGS	COOLER RENTAL	90.89
		CINTAS CORPORATION #86	ST,GR/MATS	14.72
			MUNICIPAL COURT MATS	10.06
			CITY HALL MATS	32.28
			LIBRARY MATS	9.88
			FIRE #1 MATS	14.73
			FIRE #2 MATS	12.52
			FIRE #1 MATS	9.13
			FIRE #2 MATS	6.92
			LIBRARY MATS	14.87
			MUNICIPAL COURT MATS	10.06
			CITY HALL MATS	32.28
			MUNICIPAL COURT MATS	10.06
			LIBRARY MATS	9.88
			CITY HALL MATS	32.28
			FIRE #2 MATS	5.00
			FIRE #1 MATS	6.63
			LIBRARY MATS	9.88
			FIRE #2 MATS	5.00
			FIRE #1 MATS	6.63
			CITY HALL MATS	32.28
		DAHILL DBA: XEROX BUSINESS SOLUTIONS S	XER/XWC7845 COLOR COPIES O	5.65
		CINTAS CORP DBA FIRST AID & SAFETY	400 PORTER ST/MEDICAL SUPP	66.13
		SUN LIFE ASSURANCE COMPANY	SUN LIFE DENTAL 2022	97.56
		SHARCO TECHNOLOGIES, INC.	CH/MGR TRAINING & MC/CNG N	175.00
			TMC/POWER & PHONE OUTAGE	175.00
			TRPSC/SERVICE LOST PHONE L	180.00
			POLICE DEPT/FAX LINE OUT	95.00
			TRPSC/PHONE OUTAGE	175.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			POLICE DEPT/6 NEW PH EXTEN	95.00
		CIT BANK, N.A DBA AVAYA FINANCIAL SERV	CAMERA SYSTEM	167.58
		COMMUNITY COFFEE COMPANY LLC	COFFEE SUPPLIES	<u>25.94</u>
			TOTAL:	32,102.81
ENGINEERING & INSPECTI	GENERAL FUND	HDR ENGINEERING INC	CITY ENG. SERVICES	8,341.41
			HDR/ANIMAL SHELTER	9,964.65
			HDR/GIS SERVICES	3,242.56
			2021 CDBG & CIP PROJ COST	9,337.57
			DEVELOPMENT REVIEWS&INSPEC	21,484.75
			INTERSECTION TRAFFIC STUDI	469.52
			INDUSTRIAL DEVELOP SITE MA	4,607.15
			CONSTRUCTION INSPECTION MA	<u>1,616.29</u>
			TOTAL:	59,063.90
INTERNAL SVC/ I T DEPT	GENERAL FUND	TIME WARNER CABLE DBA SPECTRUM	CABLE	73.45
		ON TECH, LLC DBA: IT VOICE	IT CONSULT SEPTEMBER 2022	13,914.30
			CYLANCE	630.00
			FIRE 2 SET UP	125.00
		CIT BANK, N.A DBA AVAYA FINANCIAL SERV	PHONE LEASE	<u>2,500.37</u>
			TOTAL:	17,243.12
NON-DEPARTMENTAL	GENERAL FUND	HDR ENGINEERING INC	DRAINAGE MASTER PLAN-CONSU	9,039.50
		LANGFORD COMMUNITY MANAGEMENT SERVICES	CONTRACT & PROJ START UP	12,500.00
		GONZALEZ, GREGORY W DBA: MONEY CHICHA	9.15.2022 MUSIC ON M	1,500.00
		SCOTT & WHITE HEALTHCARE	RETIREEES	4,043.73
		STACY, LANCE DBA: LANCE STACY PRO SOUN	SOUND & LIGHTING CON	500.00
			SOUND & LIGHTING CON	600.00
		HART COMPONENTS LLC	Q2 2022 SALES TAX REBATE	19,979.85
		REESE, MARCUS	M. REESE/710 W LAKE DR SEC	1,400.00
		SUN LIFE ASSURANCE COMPANY	ISAAC TURNER EMP/SPOUSE	<u>24.39</u>
			TOTAL:	49,587.47
HOTEL/MOTEL TAX	HOTEL/MOTEL FUND	ARSENAL ADVERTISING LLC DBA: ARSENAL	TAYLOR MADE ADS JULY 2022	<u>1,969.02</u>
			TOTAL:	1,969.02
CONTRIBUTE CIVIC PROGR	MAIN STREET REVENU	AMAZON.COM SALES, INC DBA: AMAZON.COM	FARMER'S MARKET/CHEF SUPPL	79.97
			COOLER, COVERS, SOAP, GLOV	356.54
			POP UP TENT	200.98
		PNC BANK NATIONAL ASSOCIATION	MOO PRINT SALES TAX CREDIT	14.62-
		DAHILL DBA: XEROX BUSINESS SOLUTIONS S	XER/XWC7845 COLOR COPIES O	2.75
		CWMRY BOYD II LLC	HAYLEY'S GRAINS (9 OF 12)	231.79
		HILE, ED	CHERRY TREE HOME&GIFTS (80	587.40
		VOUTAS, KRISTINA MARIA	8.27.2022 FARMER'S MARKET	50.00
		JEFFERSON, ALAN	8.20.2022 FARMER MARKET MU	<u>75.00</u>
			TOTAL:	1,569.81
I & S PAYMENT ACCOUNTS	I & S FOR G O BOND	BANK OF AMERICA NA	CO SERIES 2007	100,000.00
			CO SERIES 2007	45,960.00
		JP MORGAN CHASE BANK-GO REF 2015	GO REF 2015	370,000.00
			GO REF 2015	15,668.00
		REGIONS BANK - DEBT PAYMENTS	GO REFUNDING BONDS 2010	90,000.00
			GO REFUNDING BONDS 2010	1,631.24
		THE BANK OF NEW YORK MELLON	GO REF BONDS 2016	58,905.54
			GO REF BONDS 2017	75,000.00
			GO REF BONDS 2017	21,598.25

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			GO REF BONDS 2021	1,060,000.00
			GO REF BONDS 2021	35,717.27
			COMB TAX REV CO 2017	100,000.00
			COMB TAX REV CO 2017	18,481.51
			COMB TAX REV CO 2018	455,000.00
			COMB TAX REV CO 2018	62,625.00
			COMB TAX REV CO 2019	170,000.00
			COMB TAX REV CO 2019	31,957.79
		WILMINGTON TRUST, NA	TAX & REVENUE CO SERIES 2	30,000.00
			TAX & REVENUE CO SERIES 2	<u>55,400.00</u>
			TOTAL:	2,797,944.60
INVALID DEPARTMENT	MDUS I&S	THE BANK OF NEW YORK MELLON	GO REF BONDS 2021	95,000.00
			GO REF BONDS 2021	16,463.66
			COMB TAX REV CO 2019	60,000.00
			COMB TAX REV CO 2019	<u>45,222.38</u>
			TOTAL:	216,686.04
I & S PAYMENT ACCOUNTS	I&S UTILITY CO'S & BANK OF AMERICA NA		CO SERIES 2006	490,000.00
			CO SERIES 2006	65,415.00
			CO SERIES 2007	665,000.00
			CO SERIES 2007	86,558.00
		JP MORGAN CHASE BANK-GO REF 2015	GO REF 2015	240,000.00
			GO REF 2015	11,906.80
		THE BANK OF NEW YORK MELLON	GO REF BONDS 2016	101,294.46
			GO REF BONDS 2017	70,000.00
			GO REF BONDS 2017	25,901.75
			GO REF BONDS 2021	180,000.00
			GO REF BONDS 2021	5,344.07
			COMB TAX REV CO 2017	35,000.00
			COMB TAX REV CO 2017	32,906.28
			COMB TAX REV CO 2019	115,000.00
			COMB TAX REV CO 2019	<u>84,331.73</u>
			TOTAL:	2,208,658.09
AIRPORT CO'S-I&S ACCOU	I & S FOR AIRPORT	REGIONS BANK - DEBT PAYMENTS	GO REFUNDING BONDS 2010	25,000.00
			GO REFUNDING BONDS 2010	453.14
		THE BANK OF NEW YORK MELLON	COMB TAX REV CO 2017	40,000.00
			COMB TAX REV CO 2017	<u>19,287.21</u>
			TOTAL:	84,740.35
TUF DEBT PAYMENTS	TUF (STREETS) I&S F	THE BANK OF NEW YORK MELLON	COMB TAX REV CO 2019	140,000.00
			COMB TAX REV CO 2019	<u>74,513.10</u>
			TOTAL:	214,513.10
2013 BOND PROJECTS	GENERAL CAPITAL IM HDR ENGINEERING INC		T/O#14 CR 366 WATERLINE DE	1,861.00
	WILLIAMSON COUNTY AUDITOR'S OFFICE		PAY #11 CR 101 PROJECT	<u>66,044.76</u>
			TOTAL:	67,905.76
TRPSC EXPANSION 2020	GENERAL CAPITAL IM PLAYWORKS, INC.		INSTALL GRANITE DOAK PARK	<u>2,288.42</u>
			TOTAL:	2,288.42
HOME PROGRAM-TDHCA	GENERAL CAPITAL IM ABSOLUTE RESIDENTIAL APPRAISALS, INC.		302 EDMOND APPRAISAL	750.00
	LONGHORN TITLE CO., INC.		HOME-514 BURKETT HOME POLI	1,468.66
			HOME-1006 W 2ND OWNER POLI	1,548.66
	FARMERS INSURANCE		MARCUS RESSE-1006 2ND ST	794.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			ROSARIO LOPEZ-514 BURKETT	<u>1,014.00</u>
			TOTAL:	5,575.32
MURPHY PARK IMPROVEMEN	GENERAL CAPITAL IM	LANGFORD COMMUNITY MANAGEMENT SERVICES	GRANT ADMIN PERCUSSION PAR	<u>2,100.00</u>
			TOTAL:	2,100.00
PERFORMANCE CONTRACT	2017 PERFORMANCE C	HDR ENGINEERING INC	TO # 26 ELECTRICAL IMPROV	<u>2,636.70</u>
			TOTAL:	2,636.70
ROADWAY IMPACT FEES	ROADWAY IMPACT FEE	LEONARD, JENNY REBECCA DBA: LIONHEART	IMPACT FEE/COMP PLAN/TRAN	<u>3,484.32</u>
			TOTAL:	3,484.32
TRANSPORTATION	TRANSPORTATION FUN	BRAUNTEX MATERIALS, INC.	10 LOADS HMCL TYPE D	23,581.85
		VULCAN CONSTRUCTION MATERIALS, LP DBA:	250 TONS LRA TY 1 GR D PL	<u>27,719.67</u>
			TOTAL:	51,301.52
NON-DEPARTMENTAL	SANITATION FUND	TEXAS COMPTROLLER OF PUBLIC ACCOUNTS	SALES&USE TAX ENDING 07/31	<u>8,629.82</u>
			TOTAL:	8,629.82
NON-DEPARTMENTAL	PUBLIC UTILITIES F	AFLAC	AFLAC AUG 2022 INVOICE	218.48
		HDR ENGINEERING INC	WWTP AERATION UNIT 2 REHAB	9,083.77
		NATIONWIDE RETIREMENT SOLUTIONS	457B DEF COMP PLAN	60.00
			457B DEF COMP PLAN	60.00
		SCOTT & WHITE HEALTHCARE	S&W INVOICE 2022	1,789.80
		UNUM LIFE INS CO OF AMERI	UNUM LIFE INS. PAYABLE	90.94
		ICMA-RC PLAN SPONSOR SERVICES	ICMA-RC & ROTH	25.00
			ICMA CONTRIBUTORY	25.00
		SUN LIFE ASSURANCE COMPANY	SUN LIFE DENTAL 2022	<u>219.30</u>
			TOTAL:	11,572.29
UTILITIES ADMINISTRATI	PUBLIC UTILITIES F	BRINKS, INC.	AUGUST 2022 BRINKS	928.81
		TYLER TECHNOLOGIES, INC	WEBSITE MAINTENANCE	50.00
			UTILITY BILLING ONLINE	220.00
		LINCOLN	LTD 2022 INV.	50.11
			ADJ / DONNA FIELDS	0.80
			ADJ/ JANET FLORES	0.79
			TERM MELISSA HILL	8.18-
		McCREARY, VESELKA, BRAGG & ALLEN PC	BAD DEBT FEES-ALEXANDER FA	13.29
		ODP BUSINESS SOLUTIONS, LLC	PRINTER INK	176.62
			TAPE & INK ROLL FOR REGIST	39.91
			COPY PAPER	24.57
			OFFICE SUPPLIES	119.99
			LETTER OPENER	1.41
			CALCULATOR	50.91
		SCOTT & WHITE HEALTHCARE	S&W INVOICE 2022	3,785.94
		TRACTOR SUPPLY COMPANY	A. BELTRAN/BOOTS & GLOVES	139.97
			J. SCHMIDT/PANTS & SHIRTS	235.93
		UNUM LIFE INS CO OF AMERI	UNUM AD&D	55.46
		VERIZON WIRELESS	CELL PHONE	118.75
			AIRCARD	113.97
		DAHILL DBA: XEROX BUSINESS SOLUTIONS S	XER/XWC7845 COLOR COPIES O	242.55
		SUN LIFE ASSURANCE COMPANY	SUN LIFE DENTAL 2022	121.95
			TERM MELISSA HILL	24.39-
		COMMUNITY COFFEE COMPANY LLC	COFFEE SUPPLIES	<u>25.94</u>
			TOTAL:	6,485.10

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
WASTEWATER TREATMENT	PUBLIC UTILITIES F AT&T		WASTE WATER	73.86
		AMAZON.COM SALES, INC DBA: AMAZON.COM	HYDRAULIC FLUID	337.74
		LINCOLN	LTD 2022 INV.	58.16
		RELIANT ENERGY SOLUTIONS	MONTHLY ELECTRIC BILL	13,775.60
		RISE SKYBEAM/JAB BROADBAND INC.	WWTP INTERNET	147.78
		SCOTT & WHITE HEALTHCARE	S&W INVOICE 2022	3,154.95
		UNUM LIFE INS CO OF AMERI	UNUM AD&D	56.90
		VERIZON WIRELESS	CELL PHONE	131.84
		USA BLUEBOOK; INC. DBA	FLOAT SWITCH	330.10
			PROBE	203.76
		ENVIRONMENTAL RESOURCE ASSOCIATES, INC	WWTP TESTING	121.54
		ALFA LAVAL INC.	BUSHING	22.10
		SUN LIFE ASSURANCE COMPANY	SUN LIFE DENTAL 2022	<u>121.95</u>
			TOTAL:	18,536.28
DISTRIBUTION/COLLECTIO	PUBLIC UTILITIES F AT&T		PUMP STATION	235.16
		ADT SECURITY SERVICES INC	1201 N MAIN/SECURITY	17.06
		AMAZON.COM SALES, INC DBA: AMAZON.COM	PHONE CLIP	18.98
		CITY OF ROUND ROCK	JULY 2022 BAC-T'S	440.00
		COPELAND QUARRY INC	SANDY LOAM	1,449.70
		DEPT OF STATE HEALTH SERVICES DBA LAB	WATER TESTING	106.96
		CORE & MAIN LP	CLAMPS	2,738.40
			LARGER METERS/REGISTERS	7,184.68
		LINCOLN	LTD 2022 INV.	157.08
			ADD ADRIAN MATA	9.20
			ADD KYLE RYDEL	9.20
		MOSS & MOSS INC. #3000	CUTTER	25.18
			PIPE & BUSHING	36.15
			2" PVP PIPE	18.89
			COUPLING	16.16
		L AND O SERVICES, LLC DBA: PAUL'S POOL	TURBO SHOCK	131.96
		POPE MATERIALS INC	HAUL 1169 TONS REG RD BAS	3,007.14
			HAUL 1169 TONS REG RD BAS	2,077.94
			HAUL 1169 TONS REG RD BAS	6,129.97
		RELIANT ENERGY SOLUTIONS	MONTHLY ELECTRIC BILL	4,604.42
		SCOTT & WHITE HEALTHCARE	S&W INVOICE 2022	9,464.85
			ADD ADRIAN MATA	630.99
			ADD KYLE RYDELL	630.99
		TEXAS CRUSHED STONE CO.	1169 TONS REG ROAD BASE	1,355.17
			1169 TONS REG ROAD BASE	4,686.19
			1169 TONS REG ROAD BASE	2,213.35
		TRACTOR SUPPLY COMPANY	ADRIAN/RUBBER BOOTS	19.99
		ATMOS ENERGY	NATURAL GAS-1200 N MAIN ST	365.36
		UNUM LIFE INS CO OF AMERI	UNUM AD&D	152.20
			ADD KYLE RYDELL	9.01
			ADD KYLE RYDELL	1.59
		VERIZON WIRELESS	CELL PHONE	360.30
			IPADS	60.99
		WAL-MART COMMUNITY/GEMB	PHONE CASE	19.88
			PHONE CASE	19.88
		USA BLUEBOOK; INC. DBA	CHEM KEYS	304.05
		MCCOY'S BUILDING SUPPLY	CONCRETE	9.58
			PIPE & COUPLING	20.23
		HAYDAY, INC DBA: CTWP	UTILITY MAINT COPIER AGREE	241.25
		CINTAS CORPORATION #86	UNIFORM RENTAL-UTILITY MAI	236.00
			UNIFORM RENTAL-UTILITY MAI	85.19

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			UNIFORM RENTAL-UTILITY MAI	234.47
			UNIFORM RENTAL- UTILITY MA	240.10
		DAHILL DBA: XEROX BUSINESS SOLUTIONS S	XER/XWC7845 COLOR COPIES O	2.44
		CINTAS CORP DBA FIRST AID & SAFETY	1201 N MAIN/MEDICAL SUPPLI	84.61
		SUN LIFE ASSURANCE COMPANY	SUN LIFE DENTAL 2022	341.46
			ADD ADRIAN MATA	24.39
			ADD KYLE RYDELL	24.39
		COMMUNITY COFFEE COMPANY LLC	1201 N MAIN ST/COFFEE SERV	<u>147.70</u>
			TOTAL:	50,400.83
UTILITIES NONDEPARTMEN	PUBLIC UTILITIES F	BRAZOS RIVER AUTHORITY	EWC WTP/O&M 5388	225,159.38
		HDR ENGINEERING INC	CITY ENG. SERVICES	8,342.34
			HDR/BRA STUDY COORD.	3,985.30
			WASTEWATER MASTER PLAN TAS	27,007.00
			WWTP ENGINEERING SUPPORT S	12,902.94
			SANITARY SEWER FLOW	<u>18,936.00</u>
			TOTAL:	296,332.96
NON-DEPARTMENTAL	UTILITY IMPACT FEE	CASTLEWOOD DEVELOPERS LLC	CASTLEWOOD SEWER IMPROVEME	<u>39,122.61</u>
			TOTAL:	39,122.61
NON-DEPARTMENTAL	AIRPORT FUND	SCOTT & WHITE HEALTHCARE	S&W INVOICE 2022	38.80
		WEX HEALTH, INC. DBA: WEX	38705 FSA	47.22
			38705 FSA	<u>47.22</u>
			TOTAL:	133.24
AIRPORT OPERATIONS DEP	AIRPORT FUND	AT&T	AIRPORT	116.04
		HDR ENGINEERING INC	AIRPORT ORDINANCE UPDATE	154.99
		LINCOLN	LTD 2022 INV.	14.02
		MOSS & MOSS INC. #6000	REPAIR/PADLOCK & KEYS	82.67
			AIRPORT HANGAR PADLOCK REP	21.59
		NANCY RUTH BARRON	AIRPORT/REKEY MASTER LOCK	104.00
		RELIANT ENERGY SOLUTIONS	MONTHLY ELECTRIC BILL	642.77
		RISE SKYBEAM/JAB BROADBAND INC.	AIRPORT INTERNET	127.78
		SCOTT & WHITE HEALTHCARE	S&W INVOICE 2022	630.99
		UNUM LIFE INS CO OF AMERI	UNUM AD&D	13.75
		VERIZON WIRELESS	CELL PHONE	35.22
		SUN LIFE ASSURANCE COMPANY	SUN LIFE DENTAL 2022	<u>24.39</u>
			TOTAL:	1,968.21
NON-DEPARTMENTAL	CEMETERY OPERATING	SUN LIFE ASSURANCE COMPANY	SUN LIFE DENTAL 2022	<u>33.36</u>
			TOTAL:	33.36
CEMETERY OPERATING DEP	CEMETERY OPERATING	AT&T	CEMETERY	51.29
		LINCOLN	LTD 2022 INV.	22.41
		MOSS & MOSS INC. #9000	CEM/DUCT TAPE TO COVER STO	10.34
			CEMETERY/FLAGS TO MARK GRA	13.49
		POPE MATERIALS INC	SANDY LOAM	1,160.00
		RELIANT ENERGY SOLUTIONS	MONTHLY ELECTRIC BILL	73.02
		SCOTT & WHITE HEALTHCARE	S&W INVOICE 2022	1,261.98
		UNUM LIFE INS CO OF AMERI	UNUM AD&D	21.80
		VERIZON WIRELESS	CELL PHONE	48.31
			AIRCARD	37.99
		WAL-MART COMMUNITY/GEMB	CEMETERY/PHONE CASE	19.94
		WILLIAMSON COUNTY	FILE 2 CEMETERY DEEDS	52.00
		KNIPPA, DANIEL	CEM/(4) REG 7/15-31/2022	2,600.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			CEM/ (5) REG 8/1-14/2022	3,250.00
		SUN LIFE ASSURANCE COMPANY	SUN LIFE DENTAL 2022	<u>48.78</u>
			TOTAL:	8,671.35
NON-DEPARTMENTAL	FLEET SERVICES OPE AFLAC	AFLAC AUG 2022 INVOICE		152.07
	NATIONWIDE RETIREMENT SOLUTIONS	457B DEF COMP PLAN		35.00
		457B DEF COMP PLAN		35.00
	PRE-PAID LEGAL SERVICES, INC. DBA LEGA	PRE-PAID LEGAL AUG.2022		33.90
	SCOTT & WHITE HEALTHCARE	S&W INVOICE 2022		290.59
	UNUM LIFE INS CO OF AMERI	UNUM LIFE INS. PAYABLE		56.45
	SUN LIFE ASSURANCE COMPANY	SUN LIFE DENTAL 2022		<u>70.51</u>
		TOTAL:		673.52
FLEET SERVICES SECTION	FLEET SERVICES OPE ARNOLD OIL COMPANY OF AUSTIN, LP DBA A	#515 HYDRAULIC OIL		59.49
		#96 OIL FILTER		78.99
		T1 WINDOW WELD		29.28
		STOCK RELAY ASM		7.49
		#531 DEF 2.5 GAL		14.99
		#340 OIL & OIL FILTER		67.46
		ST,GR/CHAINSAW OIL 12 GAL		203.88
		#63 HYDRAULIC HOSE PARTS		24.99
		WATER DEPT/WINDSHIELD CLEA		4.22
		#728 BATTERY		100.49
		#331 SPARK PLUG KIT		136.38
		#330 A/C CONDENSER		18.70
		#52 AIR FILTER		36.22
		#67 HOSE ADAPTER		11.99
		#309 OIL & OIL FILTER		52.35
		#618 OIL & OIL FILTER		71.47
		#632 OIL		108.64
		#67 FITTING		11.99
		#632 DEF OIL		29.98
		#610 BATTERY		134.82
		#569 SYNTHETIC OIL		5.88
		ST,GR/4 CYCLE OIL		90.00
		FLEET/WINDSHIELD WASH FLUI		16.88
		FLEET/ANTIFREEZE		27.69
		#342 OIL & FILTER		71.47
		T-1 PREMIX		39.60
		#342 AIR FILTER		26.89
		#539 HYDRAULIC HOSE & FITT		125.76
		#572 FILTER & OIL		71.47
		#572 AIR FILTERS		44.11
		STOCK TRAILER CONNECTOR		2.49
		#610 OIL, OIL FILTER, ELEM		76.84
		WATER DEPT DEF OIL		59.96
		PREMIX		22.99
		FLEET/WINDSHIELD WASH FLUI		25.32
		BT1 WIPER BLADES		14.97
		519 OIL, FUEL FILTER, AIR		106.57
		T1 HOSE CLAMP		3.80
		#506 WIPER BLADES		37.19
		#306 OIL & FILTER		52.10
		STOCK OIL		46.08
		SHOP GLOVES		20.60
		FIRE#2 FUEL CADDY		11.99

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			#516 WIPER BLADES	9.98
			HG AIR CLEANER ELEMENT ASY	18.61
			#617 WW FLUID	4.22
			FIRE DEPT WW FLUID	4.22
		AMAZON.COM SALES, INC DBA: AMAZON.COM	IPHONE CASE & PROTECTOR	30.16
			SCREEN PROTECTORS	5.98
			JODY/PHONE CASE & PRINT CA	95.87
		AUSTIN TURF & TRACTOR	#728 ROTARY SWITCH	29.78
			728 OIL, OIL FILTER & AIR	94.73
		SCHNEIDER, RICHARD DBA: B S TIRE	BRUSH 2 TIRE REPAIR	150.00
		COUFAL-PRATER EQUIP LLC DBA UNITED AG	#558 SENSOR	58.31
			#621 - WHEEL FOR BACKHOE	1,182.21
		COVERT COUNTRY OF HUTTO	C2 - LCD SCREEN	1,550.97
		GEORGETOWN OUTDOOR POWER, INC.	B1 FILTERS	31.26
			B2 FILTERS	31.25
			B1 PRE CLEANER AIR FILTER	8.40
			B2 PRE CLEANER AIR FILTER	8.40
		GRAINGER, W. W. INC.	SHOP AIR TANK	15.60
		HENNA CHEVROLET INC	#96 SENSOR	100.84
			#96 OIL FILTER	22.06
			#340 SENSOR	57.02
			#330 SENSOR	62.22
			#330 STEERING WHEEL	180.15
			#615 MODULES	626.65
			#615 BLOCK	202.64
			#102 BLADE	48.88
			#618 BLADE	48.88
			#618 FILTER	22.06
			#610 MODULE & MOTOR	223.48
			#610 CABLE	10.98
			#610 CABLE	38.00
			#269 BLADES	48.98
			#571 BLADES	48.88
			#601 BLADES	48.88
			#624 BLADES	48.88
			#617 BLADES	48.88
			#627 BLADES	48.88
			#733 BLADES	48.88
			#734 BLADES	48.88
			#800 BLADES	48.88
		INTERSTATE BATT. N AUSTIN	#528 BATTERY	143.85
			#628 BATTERY	155.60
			#336 BATTERY	162.60
		LINCOLN	LTD 2022 INV.	30.71
		MOSS & MOSS INC. #8000	FLEET/CUT KEYS	1.99
			SHOP FILTERS & TIE DOWNS	30.40
			SHOP TOWELS	13.49
		PROFESSIONAL TURF PRODUCTS, LP	#567 VALVE PARTS	1,029.76
			#567 VALVE PARTS	996.54
		SCOTT & WHITE HEALTHCARE	S&W INVOICE 2022	1,261.98
		EWALD KUBOTA INC	#557 DUST COVER	58.14
			#732 DUST COVER	58.14
			#557 DUST COVER	58.14
		TERRY'S BODY SHOP INC	#503 REPAIRS	3,693.74
			#616 REPLACE DECALS	130.00
			#618 REPLACE DECALS	195.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			#101 REPLACE DECALS	195.00
			#571 REPLACE DECALS	260.00
			#572 DECALS	195.00
			#102 DECALS	195.00
		TONY MORGAN DBA:	#621 TIRES	135.00
			#621 REPLACE RIM	155.00
			#621 TIRE REPAIR	135.00
		UNUM LIFE INS CO OF AMERI	UNUM AD&D	29.86
		VERIZON WIRELESS	CELL PHONE	133.52
			MIFI	37.99
		WALTON DISTRIBUTING COMPANY, INC	FLEET FUEL ADDITIVE	402.00
		TEXAN WASTE EQUIPMENT INC.	#632 HYDRAULIC PUMP	6,667.00
		CINTAS CORPORATION #86	FLEET/UNIFORM RENTAL	12.57
			FLEET/UNIFORM RENTAL	12.57
			FLEET/UNIFORM RENTAL	12.57
			FLEET/UNIFORM RENTAL	18.46
		SIDDONS MARTIN EMERGENCY GROUP LLC	Q1 AND T1 REPAIRS	1,894.13
			Q1 AND T1 REPAIRS	1,833.84
			Q1 AND T1 REPAIRS	74.08
			CREDIT END CAP GASKET	18.78-
			B1 AUTO CHG	876.75
			T1 BAND CLAMP	84.68
			B1 AUTO EJECT & COVER	535.08
		MAXIMUM PRODUCTIVITY CONCEPTS, INC	HESLEMEYER/DIAGNOSTICS CLA	199.00
		CINTAS CORP DBA FIRST AID & SAFETY	FLEET/MEDICAL SUPPLIES	82.40
		FLEETCOR TECHNOLOGIES, INC.LLC DBA FUE	FUEL	15,269.28
			FUEL	11,227.92
			FUEL	10,625.09
		SUN LIFE ASSURANCE COMPANY	SUN LIFE DENTAL 2022	48.78
		SOUTHERN TIRE MART	#96 TIRES (2 EACH)	264.52
			#621 TIRE (1 EACH)	975.00
		T&W TIRE LLC	#728 TIRES (2 EACH)	268.00
			#544 TIRE REPAIR	721.30
			#557 TIRE (1 EACH)	<u>186.15</u>
			TOTAL:	69,382.14
FLEET REPLACEMENT	FLEET REPLACEMENT	FROST BANK %FROST LEASING	PAYMENT #4 LEASE 776560288	38,354.94
			PAYMENT #4 LEASE 776560288	2,721.02
		JOHN DEERE FINANCIAL F.S.B.DBA DEERE C	PAY #58 WDL SWPR	964.19
			PAY #58 WDL SWPR	10.89
			(2) GATOR LEASES	542.28
		U S BANK NATIONAL ASSOCIATION	PAY#2 CONTRACT 077-0000784	45,446.24
			PAY#2 CONTRACT 077-0000784	2,086.46
		WELLS FARGO FINANCIAL LEASING	PAY #56 CONTRACT 603017497	940.91
			PAY #56 CONTRACT 603017497	12.81
			KUBOTA D902 TRACTOR LEASE	<u>1,615.71</u>
			TOTAL:	92,695.45
TAX SUPPORTED	2022 BOND	ASD CONSULTANTS, INC.	TRP/DOAK PARK/2022 B	111,703.73
		MAGNUM CUSTOM TRAILER MFG CO, INC	2023 MAGNUM PL29	21,950.00
			2023 MAGNUM TRAILER-DELIV	175.00
		RABA KISTNER, INC.	CONST. MATERIALS TESTING	<u>3,600.99</u>
			TOTAL:	137,429.72
UTILITY	2022 BOND	CSA CONSTRUCTION, INC.	MUSTANG CREEK WWTP	<u>602,244.29</u>
			TOTAL:	602,244.29

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
UTILITY INFRASTRUCTUR	SAMSUNG INFRASTRUC	HDR ENGINEERING INC	SAMSUNG W/WW RATE AGREEMEN	12,893.83
			T/O#22-FM973/CR401 W&WW IM	61,460.83
			PSA FM973 & CR 401 W/WW	70,737.25
		ROSS MOLINA OLIVEROS, P.C.	SAS EMINENT DOMAIN&REAL ES	533.70
		D GUERRA CONSTRUCTION, LLC	FM973 W&WW LINE IMPROVE	<u>1,001,619.45</u>
			TOTAL:	1,147,245.06
DEVELOPMENT SERVS	SAMSUNG DRRA ESCRO	HDR ENGINEERING INC	SAMSUNG PERMITS & INSPECT	111,848.17
		LLOYD GOSSELINK ROCHELLE & TOWNSEND, P	SIENERGY FRANCHISE AGREEME	297.00
		VERIZON WIRELESS	CELL PHONE	<u>48.31</u>
			TOTAL:	112,193.48
DEVELOPMENT SERVS	SAMSUNG 3RD PARTY	HDR ENGINEERING INC	SAMSUNG 3RD PARTY REVIEWS	<u>4,674.86</u>
			TOTAL:	4,674.86
NON-DEPARTMENTAL	POOLED CASH	PNC BANK NATIONAL ASSOCIATION	7/1/2022-7/31/2022 TRANSAC	<u>21,665.35</u>
			TOTAL:	21,665.35

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

100	GENERAL FUND	460,455.39
120	HOTEL/MOTEL FUND	1,969.02
123	MAIN STREET REVENUE FUND	1,569.81
140	I & S FOR G O BONDS	2,797,944.60
143	MDUS I&S	216,686.04
144	I&S UTILITY CO'S & BONDS	2,208,658.09
146	I & S FOR AIRPORT CO'S	84,740.35
147	TUF(STREETS) I&S FUND	214,513.10
162	GENERAL CAPITAL IMPROVEME	77,869.50
166	2017 PERFORMANCE CONTRACT	2,636.70
200	ROADWAY IMPACT FEE FUND	3,484.32
210	TRANSPORTATION FUND	51,301.52
320	SANITATION FUND	8,629.82
340	PUBLIC UTILITIES FUND	383,327.46
345	UTILITY IMPACT FEE FUND	39,122.61
350	AIRPORT FUND	2,101.45
370	CEMETERY OPERATING FUND	8,704.71
382	FLEET SERVICES OPERATING	70,055.66
384	FLEET REPLACEMENT FUND	92,695.45
500	2022 BOND	739,674.01
501	SAMSUNG INFRASTRUCTURE	1,147,245.06
502	SAMSUNG DRRA ESCROW	112,193.48
503	SAMSUNG 3RD PARTY DRRA	4,674.86
950	POOLED CASH	21,665.35

 GRAND TOTAL: 8,751,918.36

Attachment D

Balance Sheets by Funds

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

100-GENERAL FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
=====		
100-100-100	PETTY CASH	1,321.00
100-100-102	CLAIM ON POOLED CASH	(4,662,855.38)
100-100-103	SECURITY INVESTMENTS	8,394,191.99
100-100-104	SAFEKEEPING CHECKING ACCT	980,502.42
100-100-105	MONEY MARKET @CNB #4260618	12,233.14
100-100-106	VALERO DONATION FUNDS TEXPOOL	24,519.98
100-100-107	GEN OPERATING TXCLASS 0008	3,331,838.44
100-100-108	NED TRUST(MOODY)TEXSTAR	201,674.57
100-100-109	PRINCOR GEN FUND 6FR-139362	0.00
100-100-110	TEXPOOL 2465300006 POOLED CASH	655,989.97
100-100-113	TEXPOOL 2465300015 N MOODY	21,447.88
100-120-100	PROPERTY TAXES RECEIVABLE	192,708.17
100-120-103	MISC. ACCOUNTS RECEIVABLE	15,389.83
100-120-110	ALLOWANCE UNCOLLECTED TAXES	0.00
100-120-120	SALES TAXES RECEIVABLE	788,064.95
100-120-130	ACCTS RECEIVABLE GARBAGE	0.00
100-120-131	ALLOWANCE - GARBAGE	0.00
100-120-140	GRANTS RECEIVABLE	44,745.13
100-120-141	FRANCHISE TAX RECEIVABLE	23,646.89
100-120-240	DUE FROM TAXES	0.00
100-120-250	DUE FROM FUND 350 FOR LOAN	0.00
100-120-251	DUE FROM FUND 350	0.00
100-120-255	DUE FROM OTHER FUNDS	162,531.92
100-120-302	TEDC REIMBURSE FOR MAIN ST	0.00
100-150-100	OTHER ASSETS (AUDITOR'S ENTRY)	0.00
100-170-100	CURRENT YR RES FOR ENCUMBRANCE	(1,312,424.66)
100-170-101	PRIOR YR RES FOR ENCUMBRANCE	558,427.50
100-170-103	PRE-PAY HEALTH INSURANCE	0.00
100-180-101	DUE FROM SOURCES-GRANT REVENUE	0.00
100-190-102	DEFERRED CHGS-BOND ISSUE COST	<u>0.00</u>
		<u>9,433,953.74</u>
TOTAL ASSETS		9,433,953.74
		=====
LIABILITIES		
=====		
100-200-100	ACCRUED PAYBLES	0.00
100-200-110	ENCUMBERED PAYABLE GEN.	(1,312,424.66)
100-200-111	PRIOR YEAR ENCUMBRANCE	558,427.50
100-200-200	FICA & MEDICARE PAYABLE	(130.98)
100-200-201	FEDERAL WITHHOLDING PAYABLE	0.00
100-200-202	TMRS PAYABLE	44,262.20
100-200-203	DEFERRED COMP PAYABLE	1,385.88
100-200-204	CIVIL SERVICE-SICK LEAVE	0.00
100-200-205	TEDC SALES TAX PAYABLE	0.00
100-200-209	CHILD SUPPORT PAYABLE	(276.93)
100-200-210	CHILD SUPPORT PAYABLE	(747.71)
100-200-211	GARNISHMENTS PAYABLE	2,427.69
100-200-212	UNUM LIFE INS PAYABLE	(1,805.87)

100-GENERAL FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
100-200-213	DENTAL PAYABLE	(4,752.22)
100-200-214	AFLAC PAYABLE	3,392.49
100-200-215	CLOTHES RENTAL PAYABLE	0.00
100-200-216	CINCINNATI LIFE PAYABLE	5,406.75
100-200-218	BLUE CHOICE PAYABLE	27.62
100-200-219	SCOTT & WHITE HEALTH PAYABLE	(5,025.57)
100-200-220	S&W PAYABLE 2001-2011	(9,793.98)
100-200-221	FLEXIBLE SPENDING (FSA) PAYABL	(2,797.22)
100-200-222	PRE-PAID LEGAL PAYABLE	(2,905.65)
100-200-228	MISC DEDUCTIONS PAYABLE	0.00
100-200-229	MET LIFE DENTAL PAYABLE	(551.91)
100-200-230	UNITED WAY PAYABLE	0.00
100-200-231	MEMBERSHIP/DUES PAYABLE	200.00
100-200-232	COURT BOND REFUND PAYABLE	(709.80)
100-200-233	OTHER A/P PENDING (AUDITOR)	(52,259.66)
100-200-235	VISION PLAN PAYABLE	174.38
100-200-300	RETAINAGE PAYABLE	(4,067.72)
100-200-301	COURT COLLECTIONS	8,032.52
100-200-401	WAGES PAYABLE	0.00
100-200-500	DUE TO OTHER FUNDS	315,410.05
100-200-502	DUE TO STATE/COURT FEES	16,076.47
100-200-503	DUE TO COMPT. SALES TAX	0.00
100-200-504	DUE TO TEDC-MONTHLY SALES TAX	0.00
100-200-505	DUE TO OMNIBASE SERVICES INC	(568.60)
100-200-507	DUE TO S&W/COBRA FROM OTHERS	(4,761.55)
100-200-508	DUE TO TISD:HOUSING AUTH PILOT	0.00
100-200-509	DUE TO TMRS FROM TEDC	79.59
100-210-111	DUE TO I&S (TAX COLLECTIONS)	141,802.54
100-210-191	DUE TO OTHERS FROM EVIDENCE	0.00
100-220-100	TAX DISTRIBUTION	(38,659.27)
100-240-100	DEFERRED TAX REVENUE	192,708.17
100-240-101	UNCLAIMED FUNDS	14,999.34
100-240-102	DEFERRED REV-BOND PREMIUM	0.00
100-240-103	DEFERRED REVENUE	0.00
100-240-104	REFUNDABLE FACILITY DEPOSITS	<u>6,925.00</u>
	TOTAL LIABILITIES	(<u>130,501.11</u>)
EQUITY		
=====		
100-260-110	PREPAYMNT PERMT M2E3LLC 100YRS	2,478.19
100-260-111	RESERVE CHRISTMAS DONATIONS	1,089.83
100-260-113	ESCROW-BONDS POSTED-DEFENDENTS	2,738.45
100-265-100	RESTRICTED PORTION FUND BA	0.00
100-270-100	FUND BALANCE	7,554,682.57
100-280-100	ASSIGNED FUND BALANCE	<u>32,396.29</u>
	TOTAL BEGINNING EQUITY	7,593,385.33
TOTAL REVENUE		18,251,018.80
TOTAL EXPENSES		<u>16,279,949.28</u>
TOTAL INCREASE/(DECREASE) IN FUND BAL.		1,971,069.52
TOTAL EQUITY & FUND BALANCE		<u>9,564,454.85</u>
TOTAL LIABILITIES, EQUITY & FUND BALANCE		9,433,953.74
		=====

119-TIF (TAX INCREMENT FUND)

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
119-100-102	CLAIM ON POOLED CASH	119,804.10	
119-100-103	SECURITY INVESTMENTS	0.00	
119-100-104	SAFEKEEPING CHECKING ACCT	0.00	
119-100-115	TEXPOOL 246530004 TIF PROP TAX	238,105.95	
119-120-103	MISC ACCOUNTS RECEIVABLE	0.00	
119-170-100	CURRENT YR RES FOR ENCUMBRANCE	0.00	
119-170-101	PRIOR YR RES FOR ENCUMBRANCE	<u>0.00</u>	
			<u>357,910.05</u>
TOTAL ASSETS			357,910.05
			=====
LIABILITIES			
=====			
119-200-110	CURRENT YEAR ENCUMBRANCE	0.00	
119-200-111	PRIOR YEAR ENCUMBRANCE	0.00	
119-200-300	RETAINAGE PAYABLE	0.00	
119-200-500	ACCOUNTS PAYABLE PENDING	<u>0.00</u>	
	TOTAL LIABILITIES		<u>0.00</u>
EQUITY			
=====			
119-270-100	FUND BALANCE	<u>231,923.99</u>	
	TOTAL BEGINNING EQUITY	231,923.99	
TOTAL REVENUE		419,143.06	
TOTAL EXPENSES		<u>293,157.00</u>	
TOTAL INCREASE/(DECREASE) IN FUND BAL.		125,986.06	
TOTAL EQUITY & FUND BALANCE			<u>357,910.05</u>
TOTAL LIABILITIES, EQUITY & FUND BALANCE			357,910.05
			=====

120-HOTEL/MOTEL FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
120-100-102	CLAIM ON POOLED CASH	96,015.60	
120-120-103	MISC ACCOUNTS RECEIVABLE	0.00	
120-170-100	CURRENT YR RES FOR ENCUMBRANCE	0.00	
120-170-101	PRIOR YR RES FOR ENCUMBRANCE	<u>0.00</u>	
			<u>96,015.60</u>
TOTAL ASSETS			96,015.60
			=====
LIABILITIES			
=====			
120-200-110	CURRENT YEAR ENCUMBRANCE	0.00	
120-200-111	PRIOR YEAR ENCUMBRANCE	0.00	
120-200-500	ACCOUNTS PAYABLE PENDING	0.00	
120-200-505	DUE TO SAYDA 380 AGREEMENT	<u>0.00</u>	
TOTAL LIABILITIES			<u>0.00</u>
EQUITY			
=====			
120-270-100	FUND BALANCE	<u>44,069.83</u>	
TOTAL BEGINNING EQUITY		44,069.83	
TOTAL REVENUE		265,654.92	
TOTAL EXPENSES		<u>213,709.15</u>	
TOTAL INCREASE/(DECREASE) IN FUND BAL.		51,945.77	
TOTAL EQUITY & FUND BALANCE			<u>96,015.60</u>
TOTAL LIABILITIES, EQUITY & FUND BALANCE			96,015.60
			=====

123-MAIN STREET REVENUE FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
123-100-102	CLAIM ON POOLED CASH	107,408.31	
123-120-103	MISC ACCOUNTS RECEIVABLES	0.00	
123-170-100	CURRENT YR RES FOR ENCUMBRANCE	(11,910.00)	
123-170-101	PRIOR YR RES FOR ENCUMBRANCE	<u>11,910.00</u>	
			<u>107,408.31</u>
TOTAL ASSETS			107,408.31
			=====
LIABILITIES			
=====			
123-200-110	CURRENT YEAR ENCUMBRANCE	(11,910.00)	
123-200-111	PRIOR YEAR ENCUMBRANCE	11,910.00	
123-200-500	ACCOUNTS PAYABLE PENDING	290.50	
123-240-100	PRE-REGISTER FESTIVAL/CARSHOW	<u>7,325.00</u>	
TOTAL LIABILITIES			<u>7,615.50</u>
EQUITY			
=====			
123-270-100	FUND BALANCE	<u>89,736.18</u>	
TOTAL BEGINNING EQUITY		89,736.18	
TOTAL REVENUE		95,342.00	
TOTAL EXPENSES		<u>85,285.37</u>	
TOTAL INCREASE/(DECREASE) IN FUND BAL.		10,056.63	
TOTAL EQUITY & FUND BALANCE			<u>99,792.81</u>
TOTAL LIABILITIES, EQUITY & FUND BALANCE			107,408.31
			=====

125-MUNICIPAL CRT SPECIAL FEE

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
125-100-102	CLAIM ON POOLED CASH	97,997.85	
125-170-100	CURRENT YR RES FOR ENCUMBRANCE	(16,595.00)	
125-170-101	PRIOR YR RES FOR ENCUMBRANCE	<u>16,595.00</u>	
			<u>97,997.85</u>
TOTAL ASSETS			97,997.85
			=====
LIABILITIES			
=====			
125-200-110	CURRENT YEAR ENCUMBRANCE	(16,595.00)	
125-200-111	PRIOR YEAR ENCUMBRANCE	16,595.00	
125-200-500	ACCOUNTS PAYABLE PENDING	<u>0.00</u>	
	TOTAL LIABILITIES		<u>0.00</u>
EQUITY			
=====			
125-270-100	FUND BALANCE	<u>90,583.15</u>	
	TOTAL BEGINNING EQUITY	90,583.15	
TOTAL REVENUE		11,689.85	
TOTAL EXPENSES		<u>4,275.15</u>	
	TOTAL INCREASE/(DECREASE) IN FUND BAL.	7,414.70	
TOTAL EQUITY & FUND BALANCE			<u>97,997.85</u>
TOTAL LIABILITIES, EQUITY & FUND BALANCE			97,997.85
			=====

129-LIBRARY GRANT/DONATION

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
129-100-102	CLAIM ON POOLED CASH	44,409.89	
129-100-103	TEXSTAR: NOBLE TRUST - 3444	929.15	
129-100-108	NED TRUST (LIBRARY) TEXSTAR	283,317.70	
129-120-103	MISC ACCTS RECEIVABLE	0.00	
129-170-100	CURRENT YR RES FOR ENCUMBRANCE	(1,436.37)	
129-170-101	PRIOR YR RES FOR ENCUMBRANCE	<u>1,436.37</u>	
			<u>328,656.74</u>
TOTAL ASSETS			328,656.74
			=====
LIABILITIES			
=====			
129-200-110	CURRENT YEAR ENCUMBRANCE	(1,436.37)	
129-200-111	PRIOR YEAR ENCUMBRANCE	1,436.37	
129-200-233	OTHER A/P PENDING (AUDITOR)	(10,945.00)	
129-200-500	ACCOUNTS PAYABLE PENDING	<u>10,945.00</u>	
	TOTAL LIABILITIES		<u>0.00</u>
EQUITY			
=====			
129-270-100	FUND BALANCE	<u>324,276.31</u>	
	TOTAL BEGINNING EQUITY	324,276.31	
TOTAL REVENUE		4,480.10	
TOTAL EXPENSES		<u>99.67</u>	
TOTAL INCREASE/(DECREASE) IN FUND BAL.		4,380.43	
TOTAL EQUITY & FUND BALANCE			<u>328,656.74</u>
TOTAL LIABILITIES, EQUITY & FUND BALANCE			328,656.74
			=====

200-ROADWAY IMPACT FEE FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
200-100-102	CLAIM ON POOLED CASH	500,995.95	
200-170-100	CURRENT YR RES FOR ENCUMBRANCE	(111,350.88)	
200-170-101	PRIOR YR RES FOR ENCUMBRANCE	<u>77,465.00</u>	
			<u>467,110.07</u>
TOTAL ASSETS			467,110.07
			=====
LIABILITIES			
=====			
200-200-110	CURRENT YR ENCUMBRANCES	(111,350.88)	
200-200-111	PRIOR YR ENCUMBRANCES	77,465.00	
200-200-500	ACCOUNTS PAYABLE PENDING	<u>0.00</u>	
	TOTAL LIABILITIES		(<u>33,885.88</u>)
EQUITY			
=====			
200-270-100	FUND BALANCE	<u>391,048.39</u>	
	TOTAL BEGINNING EQUITY	391,048.39	
TOTAL REVENUE		123,403.08	
TOTAL EXPENSES		<u>13,455.52</u>	
TOTAL INCREASE/(DECREASE) IN FUND BAL.		109,947.56	
TOTAL EQUITY & FUND BALANCE			<u>500,995.95</u>
TOTAL LIABILITIES, EQUITY & FUND BALANCE			467,110.07
			=====

210-TRANSPORTATION FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
210-100-101	2019 CO BOND FUNDS TEXSTAR	0.00	
210-100-102	CLAIM ON POOLED CASH	1,490,405.41	
210-100-103	SECURITY INVESTMENTS	0.00	
210-100-104	SAFEKEEPING CHECKING ACCT	0.00	
210-120-130	ACCTS RECEIVABLE TRANSPORTATIO	48,566.76	
210-120-131	ALLOWANCE-TRANSPORTATION	(16,792.72)	
210-170-100	CURRENT YR RES FOR ENCUMBRANCE	(7,850.19)	
210-170-101	PRIOR YR RES FOR ENCUMBRANCE	<u>6,676.71</u>	
			<u>1,521,005.97</u>
TOTAL ASSETS			1,521,005.97
			=====
LIABILITIES			
=====			
210-200-100	ACCRUED PAYABLES	0.00	
210-200-110	CURRENT YR ENCUMBRANCES	(7,850.19)	
210-200-111	PRIOR YR ENCUMBRANCES	6,676.71	
210-200-500	ACCOUNTS PAYABLE PENDING	27,719.67	
210-240-101	UNCLAIMED FUNDS	<u>0.00</u>	
	TOTAL LIABILITIES		<u>26,546.19</u>
EQUITY			
=====			
210-270-100	FUND BALANCE	<u>1,411,137.82</u>	
	TOTAL BEGINNING EQUITY	1,411,137.82	
TOTAL REVENUE		711,830.72	
TOTAL EXPENSES		<u>628,508.76</u>	
TOTAL INCREASE/(DECREASE) IN FUND BAL.		83,321.96	
TOTAL EQUITY & FUND BALANCE			<u>1,494,459.78</u>
TOTAL LIABILITIES, EQUITY & FUND BALANCE			1,521,005.97
			=====

300-MUNICIPAL DRAINAGE UTILIT

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
300-100-102	CLAIM ON POOLED CASH	304,801.78	
300-120-100	DRAINAGE RECEIVABLE	32,461.23	
300-120-130	ALLOWANCE FOR DOUBTFUL ACCTS	(15,047.88)	
300-160-206	FIXED ASSET-WORK IN PROGRESS	0.00	
300-170-100	CURRENT YR RES FOR ENCUMBRANCE	0.00	
300-170-101	PRIOR YR RES FOR ENCUMBRANCE	0.00	
300-190-103	ACCUMULATED DEPRECIATION	<u>0.00</u>	
			<u>322,215.13</u>
TOTAL ASSETS			322,215.13
=====			
LIABILITIES			
=====			
300-200-104	ACCRUED INTEREST PAYABLE	0.00	
300-200-110	CURRENT YEAR ENCUMBRANCES	0.00	
300-200-111	PRIOR YEAR ENCUMBRANCES	0.00	
300-200-233	OTHER A/P PENDING (AUDITOR)	0.00	
300-200-240	BOND PAYABLE - CURRENT	0.00	
300-200-300	RETAINAGE PAYABLE	0.00	
300-200-500	ACCOUNTS PAYABLE PENDING	<u>0.00</u>	
	TOTAL LIABILITIES		<u>0.00</u>
EQUITY			
=====			
300-250-100	CONTRIBUTED CAPITAL-DRAINAGE	0.00	
300-270-100	FUND BALANCE	<u>257,824.07</u>	
	TOTAL BEGINNING EQUITY	257,824.07	
TOTAL REVENUE		438,270.91	
TOTAL EXPENSES		<u>373,879.85</u>	
TOTAL INCREASE/(DECREASE) IN FUND BAL.		64,391.06	
TOTAL EQUITY & FUND BALANCE			<u>322,215.13</u>
TOTAL LIABILITIES, EQUITY & FUND BALANCE			322,215.13
=====			

320-SANITATION FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
320-100-102	CLAIM ON POOLED CASH	596,933.65	
320-120-103	MISC ACCOUNTS RECEIVABLE	(15,239.83)	
320-120-130	ACCTS RECEIVABLE GARBAGE	96,654.17	
320-120-131	ALLOWANCE-GARBAGE	(10,592.12)	
320-170-100	CURRENT YR RES FOR ENCUMBRANCE	0.00	
320-170-101	PRIOR YR RES FOR ENCUMBRANCE	<u>0.00</u>	
			<u>667,755.87</u>
TOTAL ASSETS			667,755.87
			=====
LIABILITIES			
=====			
320-200-100	ACCRUED PAYABLES	0.00	
320-200-110	CURRENT YR ENCUMBRANCES	0.00	
320-200-111	PRIOR YR ENCUMBRANCES	0.00	
320-200-500	ACCOUNTS PAYABLE PENDING	310,694.50	
320-200-503	DUE TO STATE COMPT SALES TAX	42,523.11	
320-240-101	UNCLAIMED FUNDS	<u>0.00</u>	
TOTAL LIABILITIES			<u>353,217.61</u>
EQUITY			
=====			
320-270-100	FUND BALANCE	<u>415,538.62</u>	
TOTAL BEGINNING EQUITY		415,538.62	
TOTAL REVENUE		1,687,464.17	
TOTAL EXPENSES		<u>1,788,464.53</u>	
TOTAL INCREASE/(DECREASE) IN FUND BAL. (			101,000.36)
TOTAL EQUITY & FUND BALANCE			<u>314,538.26</u>
TOTAL LIABILITIES, EQUITY & FUND BALANCE			667,755.87
			=====

340-PUBLIC UTILITIES FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
=====		
340-100-100	PETTY CASH	1,350.00
340-100-101	2019 CO BOND FUNDS TEXSTAR	89,621.67
340-100-102	CLAIM ON POOLED CASH	3,088,401.09
340-100-103	SECURITY INVESTMENTS	0.00
340-100-104	SAFEKEEPING CHECKING ACCT	0.00
340-100-107	TEXPOOL 2465300012 TOWER RENT	171,678.74
340-100-110	TEXPOOL 2465300001 UTILITY FD	50,761.67
340-100-116	UTILITY OPERATING-TXCLASS 0007	1,028,402.28
340-100-118	TEXPOOL RATE STABILIZATION 18	159,180.22
340-100-119	TEXPOOL CAPITAL OUTLAY-ASSETS	313,927.52
340-100-120	TEXPOOL WORKING CAPITAL-CIP	463,972.44
340-100-121	TEXPOOL 2017 WWTP IMPROVMNTS	0.00
340-120-100	ACCOUNTS RECEIVABLE	546,688.35
340-120-101	CURRENT REFUND PAYABLE	17,158.35
340-120-102	UNAPPLIED CREDITS	(62,549.22)
340-120-103	MISC. ACCOUNTS RECEIVABLE	26,354.50
340-120-104	AR - AUDIT ACCRUALS	0.00
340-120-130	ALLOWANCE-ACCTS. RECEIVABLE	(60,629.81)
340-140-100	INVENTORY	99,887.93
340-150-100	BOND ISSUANCE COSTS	0.00
340-150-105	DEFERRED AMT ON REFUNDING	1,826.49
340-160-100	LAND	457,201.00
340-160-200	BUILDINGS	6,363,714.34
340-160-206	FIXED ASSETS: WORK IN PROGRESS	5,016,449.72
340-160-225	PLANT DISTRIBUTION/COLLECTION	49,768,167.71
340-160-235	EQUIPMENT	1,286,648.05
340-170-100	CURRENT YR RES FOR ENCUMBRANCE	(476,583.05)
340-170-101	PRIOR YR RES FOR ENCUMBRANCE	228,478.09
340-170-103	PRE-PAY HEALTH INSURANCE	0.00
340-190-103	ACCUMULATED DEPRECIATION	(26,363,395.26)
		<u>42,216,712.82</u>
TOTAL ASSETS		42,216,712.82
		=====
LIABILITIES		
=====		
340-200-104	ACCRUED INTEREST PAYABLE	112,619.99
340-200-110	CURRENT YEAR ENCUMBRANCES	(476,583.05)
340-200-111	PRIOR YEAR ENCUMBRANCE	228,478.09
340-200-200	FICA AND MEDICARE PAYABLE	(526.13)
340-200-201	FEDERAL WITHHOLDING PAYABLE	(1,073.32)
340-200-202	TMRS PAYABLE	6,947.18
340-200-203	DEFERRED COMP PAYABLE	134.73
340-200-204	DEFERRED CHARGES	0.00
340-200-205	Pension Liability	522,568.72
340-200-208	ACCRUED VACATION	29,840.24
340-200-209	CHILD SUPPORT PAYABLE	0.00
340-200-210	CHILD SUPPORT PAYABLE	0.00
340-200-211	NEW OPED-SDBF LIABILITY	76,594.60

340-PUBLIC UTILITIES FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
340-200-212	UNUM LIFE INS PAYABLE	122.48
340-200-213	DENTAL PAYABLE	(78.73)
340-200-214	AFLAC PAYABLE	523.02
340-200-215	CLOTHES RENTAL PAYABLE	0.00
340-200-216	CINCINNATI LIFE PAYABLE	390.42
340-200-218	BLUE CHOICE PAYABLE	175.48
340-200-219	SCOTT & WHITE HEALTH PAYABLE	(5,284.07)
340-200-221	FLEXIBLE SPENDING(FSA) PAYABLE	0.00
340-200-222	PRE-PAID LEGAL PAYABLE	(212.30)
340-200-228	MISC. DEDUCTIONS PAYABLE	0.00
340-200-229	MET LIFE DENTAL PAYABLE	(135.78)
340-200-230	UNITED WAY PAYABLE	(1.00)
340-200-233	OTHER A/P PENDING (AUDITOR)	(15,805.47)
340-200-235	VISION PLAN PAYABLE	6.87
340-200-240	BONDS PAYABLE-CURRENT	0.00
340-200-300	RETAINAGE PAYABLE	55,679.00
340-200-401	WAGES PAYABLE	0.00
340-200-500	ACCOUNTS PAYABLE PENDING	143,249.91
340-200-999	UNRECONCILED DIFFERENCES	0.00
340-210-100	UNAMORT. BOND DISCOUNT	0.00
340-210-101	BOND PREMIUMS	1,935,628.48
340-210-102	DEFERRED AMT ON REFUNDING	(454,977.25)
340-210-110	DEFERRED OUTFLOW RESORCES TMRS	(118,189.39)
340-210-111	SDBF-DEF OUTFLOW OF RE CONTR	(1,614.12)
340-210-113	SDBF DEF INFLOW ACT EX VS ASS	7,976.62
340-210-114	SDBF DEF OUTFLOW CHNG ASSUMPT	(14,875.88)
340-210-115	DEFERRED OUTFLOW INVST TMRS	109,181.04
340-210-118	DEFERRED INFLOW-ACTUAL VS ASSM	19,472.60
340-210-119	DEFERRED OUTFLOW-CHNG IN ASSUM	(14,014.74)
340-230-109	CAPITAL LEASE BANC ONE NEMI	0.00
340-230-111	8.745M CO SERIES 2010 (6.11M)	0.00
340-230-114	4.5M CO SERIES 2003 (65%)	0.00
340-230-115	4.2M COMB CO 2006 (4M)	2,940,000.00
340-230-116	10M COMB SERIES 2007 (7M)	4,520,000.00
340-230-117	9.615M COMB SERIES 08 (6.615M)	0.00
340-230-118	8.995 GO REFUNDING 2009	0.00
340-230-119	2.625 GO REF 2010	0.00
340-230-120	5.450M GO REF 2012 (1.460M)	0.00
340-230-121	4.595M 2015 GO REF (1.695M)	1,140,000.00
340-230-122	8.010M 2016 GO REF (5.065M)	5,065,000.00
340-230-123	5.34M COMB SERIES 2017(2.250M)	2,235,000.00
340-230-124	3.02M GO REF 2017 (1.585M)	1,295,000.00
340-230-125	12.590 M 2019 COs (4.425M)	4,260,000.00
340-230-126	4.035M 2021 GO Ref	375,000.00
340-230-127	22.91M 2022 CO (10.575M)	10,575,000.00
340-240-100	METER DEPOSITS	539,665.00
340-240-101	UNCLAIMED FUNDS	5,611.58
340-240-120	ALLOWANCE FOR BAD DEBT	<u>0.00</u>
TOTAL LIABILITIES		<u>35,096,494.82</u>

340-PUBLIC UTILITIES FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
EQUITY		
=====		
340-250-100	CONTRIBUTED CAPITAL-WATER OPER	454,779.30
340-250-101	CONTRIBUTED CAPITAL SEWER OPER	60,475.00
340-270-100	FUND BALANCE	<u>6,001,150.58</u>
	TOTAL BEGINNING EQUITY	6,516,404.88
	TOTAL REVENUE	9,901,406.10
	TOTAL EXPENSES	<u>9,297,592.98</u>
	TOTAL INCREASE/(DECREASE) IN FUND BAL.	603,813.12
	TOTAL EQUITY & FUND BALANCE	<u>7,120,218.00</u>
	TOTAL LIABILITIES, EQUITY & FUND BALANCE	42,216,712.82
=====		

345-UTILITY IMPACT FEE FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
345-100-102	CLAIM ON POOLED CASH	2,021,609.49	
345-100-103	SECURITY INVESTMENTS	1,000,000.00	
345-100-104	SAFEKEEPING CHECKING ACCT	0.00	
345-160-206	WORK IN PROGRESS	0.00	
345-160-225	PLANT DISTRIBUTION	104,188.68	
345-170-100	CURRENT YR RES FOR ENCUMBRANCE	(139,045.00)	
345-170-101	PRIOR YR RES FOR ENCUMBRANCE	<u>117,696.00</u>	
			<u>3,104,449.17</u>
TOTAL ASSETS			3,104,449.17
			=====
LIABILITIES			
=====			
345-200-110	CURRENT YEAR ENCUMBRANCE	(139,045.00)	
345-200-111	PRIOR YEAR ENCUMBRANCE	117,696.00	
345-200-233	OTHER A/P PENDING (AUDITOR)	0.00	
345-200-500	ACCOUNTS PAYABLE PENDING	<u>0.00</u>	
	TOTAL LIABILITIES		(<u>21,349.00</u>)
EQUITY			
=====			
345-270-100	FUND BALANCE	<u>2,468,139.25</u>	
	TOTAL BEGINNING EQUITY	2,468,139.25	
TOTAL REVENUE		679,466.33	
TOTAL EXPENSES		<u>21,807.41</u>	
	TOTAL INCREASE/(DECREASE) IN FUND BAL.	657,658.92	
TOTAL EQUITY & FUND BALANCE			<u>3,125,798.17</u>
TOTAL LIABILITIES, EQUITY & FUND BALANCE			3,104,449.17
			=====

350-AIRPORT FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
=====		
350-100-102	CLAIM ON POOLED CASH	122,275.80
350-100-106	TEXPOOL 2017 AIRPORT CONST	942,878.52
350-120-100	AIRPORT RECEIVABLES	9,357.95
350-120-101	REFUND CHECKS PAYABLE	0.00
350-120-103	MISC. ACCOUNTS RECEIVABLE	(9,000.00)
350-120-140	GRANTS RECEIVABLE	0.00
350-120-250	DUE FROM OTHER FUNDS (AUDITOR)	0.00
350-150-100	BOND ISSUANCE COSTS	0.00
350-150-105	DEFERRED AMT ON REFUNDING	962.23
350-160-100	LAND	859,833.00
350-160-200	T-HANGERS (BUILDINGS)	4,344,298.10
350-160-206	FIXED ASSETS:WORK IN PROGRESS	12,880.00
350-160-210	EQUIPMENT	107,159.00
350-160-300	RUNWAY	2,238,415.96
350-160-335	FIELD EQUIPMENT	0.00
350-170-100	CURRENT YR RES FOR ENCUMBRANCE	0.00
350-170-101	PRIOR YR RES FOR ENCUMBRANCE	0.00
350-170-103	PRE-PAY HEALTH INSURANCE	0.00
350-190-103	ACCUMULATED DEPRECIATION	(2,044,935.10)
		<u>6,584,125.46</u>
TOTAL ASSETS		6,584,125.46
=====		
LIABILITIES		
=====		
350-200-100	ACCRUED ACCOUNTS PAYABLE	0.00
350-200-110	CURRENT YEAR ENCUMBRANCE	0.00
350-200-111	PRIOR YEAR ENCUMBRANCE	0.00
350-200-200	FICA AND MEDICARE PAYABLE	0.00
350-200-201	FEDERAL WITHHOLDING PAYABLE	0.00
350-200-202	TMRS PAYABLE	408.51
350-200-210	NET PENSION LIABILITY	19,087.94
350-200-211	NEW OPED-SDBF LIABILITY	2,797.78
350-200-213	DENTAL PAYABLE	42.71
350-200-214	AFLAC PAYABLE	0.00
350-200-219	SCOTT & WHITE PAYABLE	(13.58)
350-200-221	FLEXIBLE SPENDING (FSA) PAYABLE	47.22
350-200-222	PRE-PAID LEGAL	0.00
350-200-228	MISC. DEDUCTIONS PAYABLE	0.00
350-200-233	OTHER A/P PENDING (AUDITOR)	(617.76)
350-200-235	VISION PLAN PAYABLE	4.37
350-200-240	BONDS PAYABLE-CURRENT	0.00
350-200-401	WAGES PAYABLE	0.00
350-200-500	ACCOUNTS PAYABLE PENDING	4,571.16
350-200-501	DUE TO FUND 100 (LOAN ADVANCE)	0.00
350-200-502	DUE TO FUND 100	0.00
350-200-505	DUE TO OTHER FUNDS	0.00
350-200-999	UNRECONCILED DIFFERENCE	(271.67)
350-210-100	UNAMORT. BOND DISCOUNT	1,147.89

350-AIRPORT FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
350-210-101	BOND PREMIUMS	19,363.76	
350-210-110	DEFERRED OUTFLOW TMRS CONT	(4,317.12)	
350-210-111	SDBF DEF OUTFLOW RE CONTRIB	(58.96)	
350-210-113	SDBF DEF INFLOW ACT EXP VS ASS	291.36	
350-210-114	SDBF DEF OUTFLOW CHNG ASSUMPT	(543.37)	
350-210-115	DEFERRED OUTFLOW INVST TMRS	3,988.07	
350-210-118	DEFERRED INFLOW ACT VS ASSMPT	711.28	
350-210-119	DEFERRED OUTFLOW CNGS IN ASSUM	(511.92)	
350-230-101	LONG TERM DEBT	0.00	
350-230-102	BOND PAYABLE-\$290K REF 2010	(15,000.00)	
350-230-103	5.34M COMB SERIES 2017(1.445M)	1,350,000.00	
350-240-101	ACCRUED INTEREST PAYABLE	<u>6,051.25</u>	
	TOTAL LIABILITIES		<u>1,387,178.92</u>
EQUITY			
=====			
350-250-100	CONTRIBUTED CAPITAL GRANT	4,274,320.92	
350-250-101	CONTRIBUTED CAPITAL CITY	75,265.82	
350-280-100	RETAINED EARNINGS	398,184.86	
350-281-100	PRIOR PERIOD ADJUSTMENTS	<u>442,482.09</u>	
	TOTAL BEGINNING EQUITY		5,190,253.69
TOTAL REVENUE		566,909.38	
TOTAL EXPENSES		<u>560,216.53</u>	
	TOTAL INCREASE/(DECREASE) IN FUND BAL.	6,692.85	
	TOTAL EQUITY & FUND BALANCE		<u>5,196,946.54</u>
	TOTAL LIABILITIES, EQUITY & FUND BALANCE		6,584,125.46
=====			

370-CEMETERY OPERATING FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
370-100-102	CLAIM ON POOLED CASH	162,683.77	
370-100-103	SECURITY INVESTMENTS	54,000.00	
370-100-104	SAFEKEEPING CHECKING ACCCT	0.00	
370-120-103	MISC ACCOUNTS RECEIVABLES	0.00	
370-160-206	FIXED ASSETS-WORK IN PROGRESS	10,032.80	
370-170-100	CURRENT YR RES FOR ENCUMBRANCE	(13,919.83)	
370-170-101	PRIOR YR RES FOR ENCUMBRANCE	959.83	
370-170-103	PRE-PAY HEALTH INSURANCE	0.00	
370-190-103	ACCUMULATED DEPRECIATION	(3,511.48)	
			<u>210,245.09</u>
TOTAL ASSETS			210,245.09
			=====
LIABILITIES			
=====			
370-200-110	CURRENT YR ENCUMBRANCE	(13,919.83)	
370-200-111	PRIOR YEAR ENCUMBRANCE	959.83	
370-200-200	FICA & MEDICARE PAYABLE	0.00	
370-200-201	FEDERAL WITHHOLDING PAYABLE	0.00	
370-200-202	TMRS PAYABLE	513.66	
370-200-210	NET PENSION LIABILITY	27,917.95	
370-200-211	NEW OPEB-SDBF LIABILITY	4,092.03	
370-200-213	ASSURANT DENTAL PAYABLE	6.78	
370-200-214	AFLAC PAYABLE	0.00	
370-200-219	SCOTT & WHITE HEALTH PAYABLE	283.28	
370-200-221	FLEXIBLE SPENDING(FSA) PAYABLE	0.00	
370-200-222	PRE-PAID LEGAL	0.00	
370-200-228	MISC DEDUCTIONS PAYABLE	0.00	
370-200-233	OTHER A/P PENDING (AUDITOR)	(1,342.29)	
370-200-235	VISION PLAN PAYABLE	2.61	
370-200-401	WAGES PAYABLE	0.00	
370-200-500	ACCOUNTS PAYABLE PENDING	4,639.78	
370-210-100	DUE TO CEMETERY LAND PURCHASE	0.00	
370-210-110	DEFERRED OUTFLOW CONT TMRS	(6,314.20)	
370-210-111	SDBF DEF OUTFLOW RES CONTRIB	(86.23)	
370-210-113	SDBF DEF INFLOW ACT EX VS ASSU	426.15	
370-210-114	SDBF DEF OUTFLOW CHNG ASSUMPT	(794.74)	
370-210-115	DEFERRED OUTFLOW INVST TMRS	5,832.94	
370-210-118	DEFERRED INFLOW ACTUAL VS ASSM	1,040.31	
370-210-119	DEFERRED OUTFLOW-CHG ASSUMP	(748.73)	
	TOTAL LIABILITIES		<u>22,509.30</u>
EQUITY			
=====			
370-270-100	FUND BALANCE	<u>179,380.74</u>	
	TOTAL BEGINNING EQUITY	179,380.74	
TOTAL REVENUE			228,577.79
TOTAL EXPENSES			<u>220,222.74</u>
TOTAL INCREASE/(DECREASE) IN FUND BAL.			8,355.05
TOTAL EQUITY & FUND BALANCE			<u>187,735.79</u>
TOTAL LIABILITIES, EQUITY & FUND BALANCE			210,245.09
			=====

382-FLEET SERVICES OPERATING

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
=====		
382-100-102	CLAIM ON POOLED CASH	(117,191.79)
382-100-104	SAFEKEEPING CHECKING ACCT	0.00
382-120-250	DUE FROM OTHER FUNDS	0.00
382-160-206	ESCROW FOR EQUIPMENT PURCHASES	0.00
382-160-301	VEHICLES	0.00
382-160-303	OFFICE EQUIPMENT	0.00
382-160-305	FIELD EQUIPMENT	0.00
382-160-306	HEAVY EQUIPMENT	0.00
382-160-320	EQUIPMENT	0.00
382-170-100	CURRENT YR RES FOR ENCUMBRANCE	(80,338.43)
382-170-101	PRIOR YR RES FOR ENCUMBRANCE	74,881.95
382-170-103	PRE-PAY HEALTH INSURANCE	0.00
382-190-103	ACCUMULATED DEPRECIATION	<u>0.00</u>
		(<u>122,648.27</u>)
TOTAL ASSETS		(122,648.27)
		=====
LIABILITIES		
=====		
382-200-110	CURRENT YEAR ENCUMBRANCE	(80,338.43)
382-200-111	PRIOR YEAR ENCUMBRANCE	74,881.95
382-200-200	FICA AND MEDICARE PAYABLE	0.00
382-200-201	FEDERAL WITHHOLDING PAYABLE	0.00
382-200-202	TMRS PAYABLE	697.53
382-200-203	DEFERRED COMP PAYABLE	0.00
382-200-208	ACCRUED VACATION	4,944.81
382-200-210	NET PENSION LIABILITY	64,032.96
382-200-211	NEW OPEB-SDBF LIABILITY	9,385.52
382-200-212	UNUM LIFE INSURANCE PAYABLE	(293.19)
382-200-213	DENTAL PAYABLE	(21.51)
382-200-214	AFLAC PAYABLE	165.17
382-200-215	CLOTHES RENTAL PAYABLE	0.00
382-200-216	CINCINNATI LIFE PAYABLE	261.10
382-200-218	BLUE CHOICE PAYABLE	0.00
382-200-219	SCOTT & WHITE HEALTH PAYABLE	(155.76)
382-200-221	FLEXIBLE SPENDING(FSA) PAYABLE	0.00
382-200-222	PRE-PAID LEGAL PAYABLE	(287.20)
382-200-228	MISC DEDUCTIONS PAYABLE	0.00
382-200-229	MET LIFE DENTAL PAYABLE	0.00
382-200-233	OTHER A/P PENDING (AUDITOR)	(2,723.96)
382-200-235	VISION PLAN PAYABLE	(3.56)
382-200-401	WAGES PAYABLE	0.00
382-200-500	ACCOUNTS PAYABLE PENDING	21,566.53
382-210-110	DEFERRED OUTFLOW CONTB TMRS	(14,482.34)
382-210-111	SDBF DEF OUTFLOW RES CONTRI	(197.79)
382-210-113	SDBF DEF INFLOW ACT EXP VS ASS	977.41
382-210-114	SDBF DEF OUTFLOW CHNG ASSUMPT	(1,822.82)
382-210-115	DEFERRED OUTFLOW INVST TMRS	13,378.50
382-210-118	DEFERRED INFLOW ACTUAL VS ASSM	2,386.07

382-FLEET SERVICES OPERATING

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
382-210-119	DEFERRED OUTLOW-CHNG IN ASSUMP	(1,717.30)
382-240-101	UNCLAIMED FUNDS	<u>78.32</u>
	TOTAL LIABILITIES	<u>90,712.01</u>
EQUITY		
=====		
382-260-121	RESERVE:FUTURE EQUIP PURCHASES	0.00
382-270-100	FUND BALANCE	(<u>82,880.37</u>)
	TOTAL BEGINNING EQUITY	(82,880.37)
	TOTAL REVENUE	739,831.35
	TOTAL EXPENSES	<u>870,311.26</u>
	TOTAL INCREASE/(DECREASE) IN FUND BAL.	(130,479.91)
	TOTAL EQUITY & FUND BALANCE	(<u>213,360.28</u>)
	TOTAL LIABILITIES, EQUITY & FUND BALANCE	(122,648.27) =====

384-FLEET REPLACEMENT FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
384-100-102	CLAIM ON POOLED CASH	102,063.53	
384-100-104	CAPITAL EQUIP ACCT 2139517	0.00	
384-100-105	SIGNATURE BANK EQUIP (ESCROW)	0.00	
384-100-106	FROST LEASING ESCROW 010597724	0.00	
384-100-107	UMB BANK CLAYTON HOLDINGS	0.00	
384-100-108	2018 FLEET/EQUIP TEXSTAR 20180	219,047.23	
384-100-109	GOVERNMENT CAPITAL CORP	(406,722.00)	
384-100-110	US BANCORP GOVERNMENT LEAS	(64,091.90)	
384-100-111	US BANCORP GOV ESCROW	64,700.00	
384-120-103	MISC ACCOUNTS RECEIVABLES	0.00	
384-140-100	PREPAID CAP LEASE	0.00	
384-150-100	BOND ISSUANCE COSTS	0.00	
384-160-206	FIXED ASSETS-WORK IN PROGRESS	0.00	
384-160-320	MACHINERY & EQUIPMENT	8,182,004.66	
384-170-100	CURRENT YR RES FOR ENCUMBRANCE	(3,815,695.30)	
384-170-101	PRIOR YR RES FOR ENCUMBRANCE	3,823,054.83	
384-190-103	ACCUMULATED DEPRECIATION	(5,328,840.84)	
		<u>2,775,520.21</u>	
	TOTAL ASSETS		2,775,520.21
			=====
LIABILITIES			
=====			
384-200-104	ACCRUED INTEREST PAYALBE	0.00	
384-200-110	CURRENT YEAR ENCUMBRANCE	(3,761,291.30)	
384-200-111	PRIOR YEAR ENCUMBRANCE	3,768,650.83	
384-200-500	ACCOUNTS PAYABLE PENDING	0.00	
384-200-505	DUE TO OTHER FUNDS	0.00	
384-210-101	UNAMORT BOND PREMIUM	39,502.49	
384-230-103	5.44M COMB SERIES 2015(2.66M)	1,525,000.00	
384-230-115	CAPITAL LEASE PAYABLE-CURRENT	0.00	
384-230-120	CAP LEASE PAYABLE-NONCURRENT	1,067,939.87	
384-230-125	NOTES PAYABLE	72,991.73	
384-240-101	ACCRUED INTEREST PAYABLE	<u>26,977.11</u>	
	TOTAL LIABILITIES	<u>2,739,770.73</u>	
EQUITY			
=====			
384-270-100	FUND BALANCE	(59,545.34)	
	TOTAL BEGINNING EQUITY	(59,545.34)	
	TOTAL REVENUE	641,506.52	
	TOTAL EXPENSES	<u>546,211.70</u>	
	TOTAL INCREASE/(DECREASE) IN FUND BAL.	95,294.82	
	TOTAL EQUITY & FUND BALANCE	<u>35,749.48</u>	
	TOTAL LIABILITIES, EQUITY & FUND BALANCE		2,775,520.21
			=====

Attachment E
Sales Tax Tracking Report

Sales Tax Tracking (Total Amount) FY 2021-22

	2017-18	2018-19	2019-20	2020-21	2021-22	2021-22 Estimated Amount	\$ Difference from Actual to Est. Amt	% from Actual	\$ Difference from Prior Year Amount	% from Pr. Yr. Actual
	Actual	Actual	Actual	Actual	Actual					
October	333,211	350,589	\$ 389,538	393,127	468,966	401,383	67,583	16.8%	75,839	19.3%
November	367,873	416,457	422,737	482,805	581,787	492,944	88,844	18.0%	98,982	20.5%
December	329,458	376,081	390,346	404,316	475,711	412,807	62,904	15.2%	71,395	17.7%
January	379,137	328,713	356,902	403,476	421,763	411,949	9,814	2.4%	18,287	4.5%
February	421,201	414,617	507,733	552,026	678,554	563,619	114,935	20.4%	126,528	22.9%
March	294,166	334,744	347,808	393,003	503,163	401,256	101,906	25.4%	110,160	28.0%
April	280,487	338,154	332,858	391,521	453,235	399,743	53,492	13.4%	61,714	15.8%
May	416,809	395,638	457,487	577,092	710,906	589,211	121,695	20.7%	133,814	23.2%
June	319,869	352,018	403,305	493,430	612,055	503,792	108,263	21.5%	118,625	24.0%
July	349,865	378,446	423,927	442,382	849,121	451,672	397,449	88.0%	406,739	91.9%
August	405,299	411,815	514,060	549,608	703,460	561,150	142,310	25.4%	153,852	28.0%
Sept.	330,626	410,378	408,382	468,276		478,110		0.0%		0.0%
	\$ 4,228,002	\$ 4,507,651	\$ 4,955,083	\$ 5,551,064		\$ 5,667,637	\$ 1,269,195		\$ 1,375,934	

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

	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Actual
October	\$ 83,303	\$ 87,647	\$ 97,385	\$ 98,282	\$ 117,242
November	91,968	104,114	\$ 105,684	\$ 120,701	\$ 145,447
December	82,365	94,020	\$ 97,587	\$ 101,079	\$ 118,928
January	94,784	82,178	\$ 89,225	\$ 100,869	\$ 105,441
February	105,300	103,654	\$ 126,933	\$ 138,007	\$ 169,639
March	73,542	83,686	\$ 86,952	\$ 98,251	\$ 125,791
April	70,122	84,539	\$ 83,214	\$ 97,880	\$ 113,309
May	104,202	98,910	\$ 114,372	\$ 144,273	\$ 177,727
June	79,967	88,005	\$ 100,826	\$ 123,358	\$ 153,014
July	87,466	94,611	\$ 105,982	\$ 110,595	\$ 212,280
August	101,325	102,954	\$ 128,515	\$ 137,402	\$ 175,865
Sept.	82,656	102,594	\$ 102,095	\$ 117,069	\$ -
	1,057,001	1,126,913	1,238,771	1,387,766	1,614,680

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

	2017-18	2018-19	2019-20	2020-21	2021-22	2021-22 Estimated Amount	\$ Difference from Actual to Est. Amt	% from Actual	\$ Difference from Prior Year Amount	% from Pr. Yr. Actual
	Actual	Actual	Actual	Actual	Actual					
October	249,908	262,942	292,154	294,845	351,725	301,037	50,688	16.8%	56,879	19.3%
November	275,905	312,342	317,053	362,104	436,341	369,708	66,633	18.0%	74,237	20.5%
December	247,094	282,061	292,760	303,237	356,784	309,605	47,178	15.2%	53,546	17.7%
January	284,353	246,535	267,676	302,607	316,322	308,962	7,360	2.4%	13,715	4.5%
February	315,901	310,963	380,800	414,020	508,916	422,714	86,202	20.4%	94,896	22.9%
March	220,625	251,058	260,856	294,752	377,372	300,942	76,430	25.4%	82,620	28.0%
April	210,365	253,616	249,643	293,641	339,926	299,807	40,119	13.4%	46,285	15.8%
May	312,607	296,729	343,115	432,819	533,180	441,908	91,271	20.7%	100,360	23.2%
June	239,902	264,014	302,478	370,073	459,041	377,844	81,197	21.5%	88,969	24.0%
July	262,399	283,834	317,946	331,786	636,841	338,754	298,087	88.0%	305,055	91.9%
August	303,974	308,861	385,545	412,206	527,595	420,862	106,732	25.4%	115,389	28.0%
Sept.	247,969	307,783	306,286	351,207		358,582		0.0%		0.0%

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

	2017-18	2018-19	2019-20	2020-21	2021-22	2021-22 Estimated Amount	\$ Difference from Actual to Est. Amt	% from Actual	\$ Difference from Prior Year Amount	% from Pr. Yr. Actual
	Actual	Actual	Actual	Actual	Actual					
October	249,908	262,942	292,154	294,845	351,725	301,037	50,688	16.8%	56,879	19.3%
November	525,813	575,285	609,207	656,949	788,065	670,745	117,320	17.5%	131,116	20.0%
December	772,907	857,345	901,967	960,186	1,144,849	980,350	164,499	16.8%	184,662	19.2%
January	1,057,260	1,103,880	1,169,643	1,262,794	1,461,171	1,289,312	171,859	13.3%	198,377	15.7%
February	1,373,161	1,414,843	1,550,443	1,676,813	1,970,087	1,712,026	258,060	15.1%	293,273	17.5%
March	1,593,785	1,665,901	1,811,298	1,971,566	2,347,459	2,012,969	334,490	16.6%	375,893	19.1%
April	1,804,151	1,919,517	2,060,942	2,265,207	2,687,385	2,312,776	374,609	16.2%	422,178	18.6%
May	2,116,757	2,216,245	2,404,057	2,698,026	3,220,565	2,754,684	465,880	16.9%	522,539	19.4%
June	2,356,659	2,480,259	2,706,535	3,068,099	3,679,606	3,132,529	547,077	17.5%	611,507	19.9%
July	2,619,058	2,764,094	3,024,481	3,399,885	4,316,447	3,471,283	845,164	24.3%	916,562	27.0%
August	2,923,032	3,072,955	3,410,026	3,812,091	4,844,041	3,892,145	951,896	24.5%	1,031,950	27.1%
Sept.	3,171,002	3,380,738	3,716,313	4,163,298		4,250,727		0.0%		0.0%
% Y-T-D Increase over prior year	7.0%	6.6%	9.9%	12.0%						

Attachment F
Monthly Investment Report



MONTHLY INVESTMENT REPORT

City of Taylor

AUGUST 31, 2022



MEEDER

PUBLIC FUNDS
PATTERSON GROUP

Whatever It Takes...



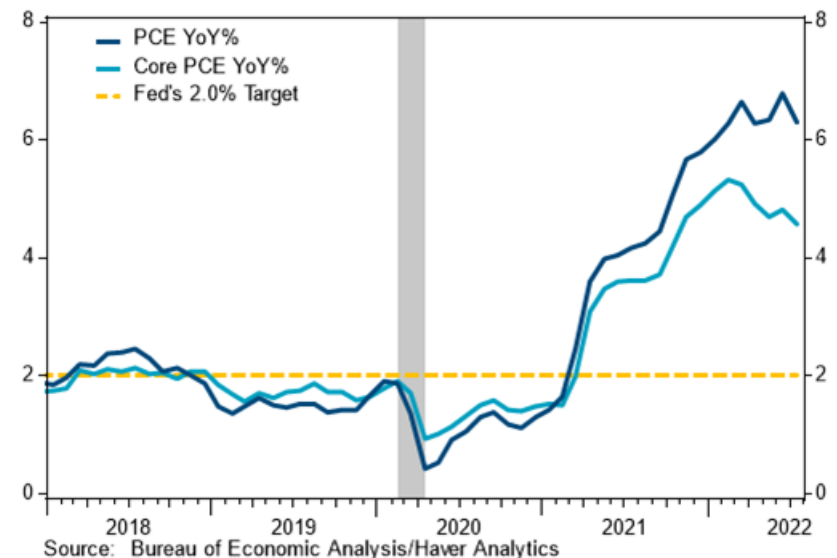
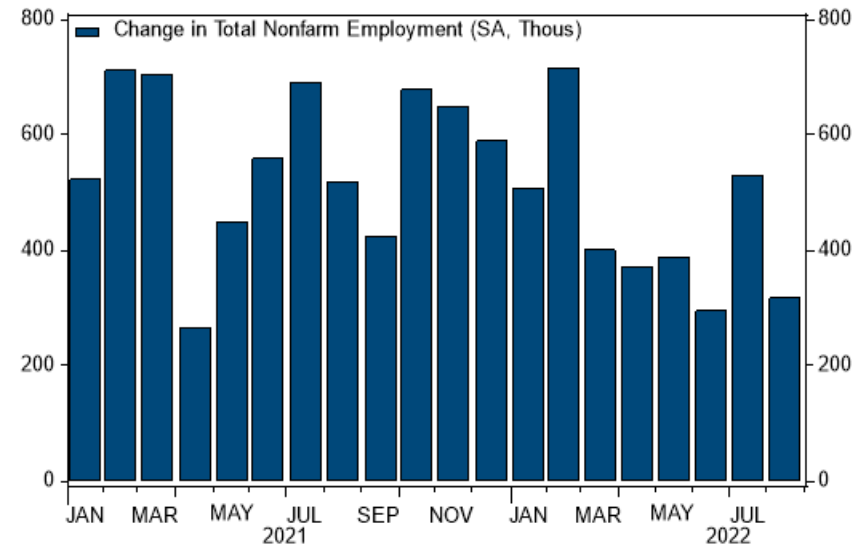
MEEDER
PUBLIC FUNDS | PATTERSON GROUP

Taming inflation remains the primary goal of the Federal Reserve and Chair Powell made it very clear at the Jackson Hole symposium this month that the FOMC is committed to price stability. They are going to continue to hike rates and do whatever it takes to tame inflation. He is suggesting that a further reduction in growth and a softening in the labor market are necessary conditions to rein in price pressures and that it is a lesser evil than failing to reinstate stable prices.

The strong August employment report reinforced the FOMC's assessment of a still-solid labor market, while moving towards the intended "*softening*" conditions necessary to rein in inflation. The deciding factor will have to be the August inflation reports to be released one week ahead of the September FOMC meeting.

In August, the inflation PCE did unexpectedly fall – the first decline since April 2020 thanks in large part to a decline in energy prices. Lower gas prices have helped boost consumer sentiment, and at least some consumers remain eager to spend the extra cash. However, with income growth still below the level of inflation's grip and consumers increasingly leaning on credit, inflation is going to make it difficult for consumers to maintain even these reduced levels of spending while heading further into the holiday shopping season.

Personal income is rising but so is spending both of which take inflation higher. The net result is that real income is struggling to keep pace. Real income has now fallen for the fifth straight month.



Continuing Supply Chain Blues

Fortunately, geo-politics played a lesser role in the month's market view even with a controversial stop in Taiwan by Nancy Pelosi. China may have larger problems than Ms. Pelosi because of the challenges to its own economy which has slowed.

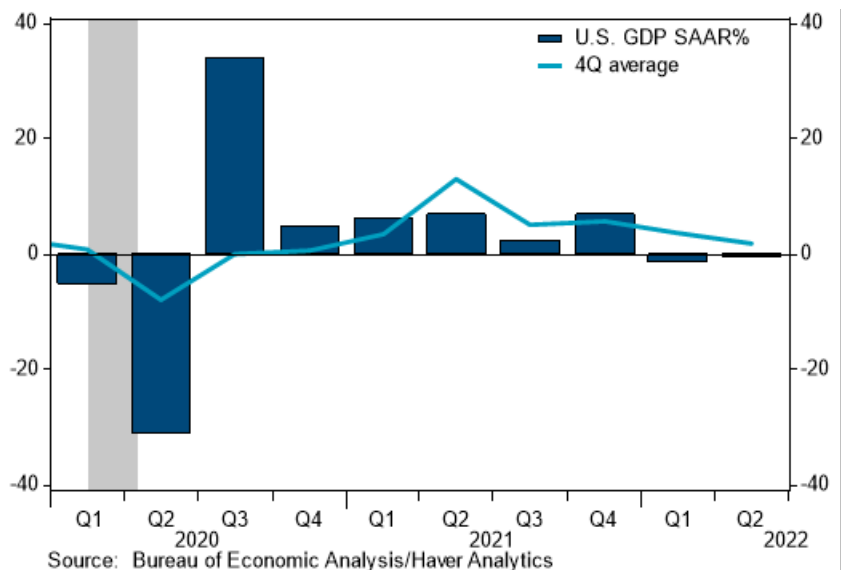
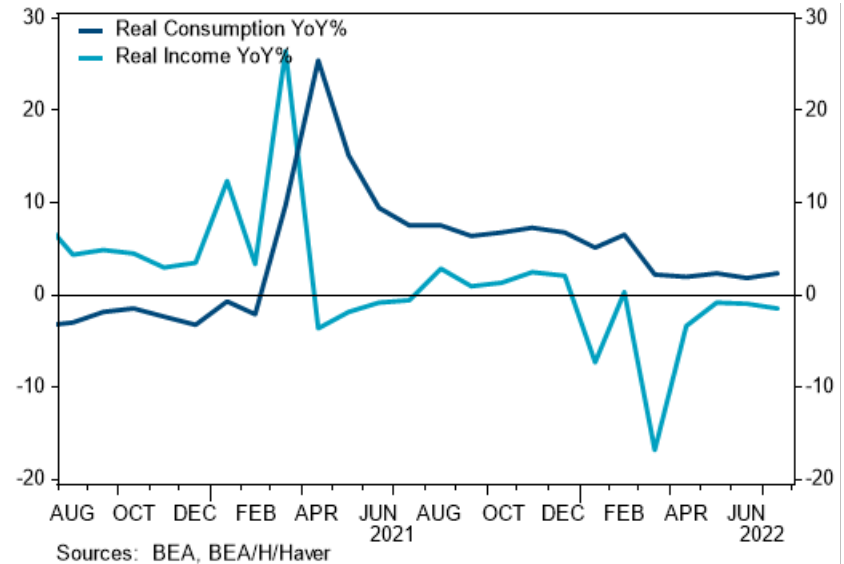
China's Sichuan province, a key manufacturing hub for EV batteries and solar panels, has announced sizable power cuts among other provinces, affecting a myriad of global manufacturers. Reports indicate the region is broadly facing the worst drought conditions since the 1960s. This will surely impact the supply chain tangles which were beginning to open up.

These drought conditions are global. U.S. agricultural forecasters note that U.S. farmers could face severe crop shortages including a 40% reduction in the cotton crop. In addition, reports indicate a plethora of farmland acreage has been left unused this season due to drought, rising input costs and fertilizer costs.

These longer-term impacts will lengthen the inflation woes and the supply chain delays. Besides raising short term rates, the Fed is continuing its plan towards accelerating quantitative tightening (QT) to further drain pandemic-era stimulus from the financial system and increase lending rates for longer term assets all to weaken inflation.

In the US, high supply costs, declining real income growth, and a limited access to labor, particularly skilled labor, are undermining the U.S. housing market. While demand is still positive and supply still limited, keeping prices elevated, momentum in housing and construction activity is clearly slowing.

This sluggish economy framed in elevated prices has produced back-to-back quarters of declining GDP growth. Growth however is not as negative as expected however so a true recession may not be in the cards and a *soft* landing could be a possibility.

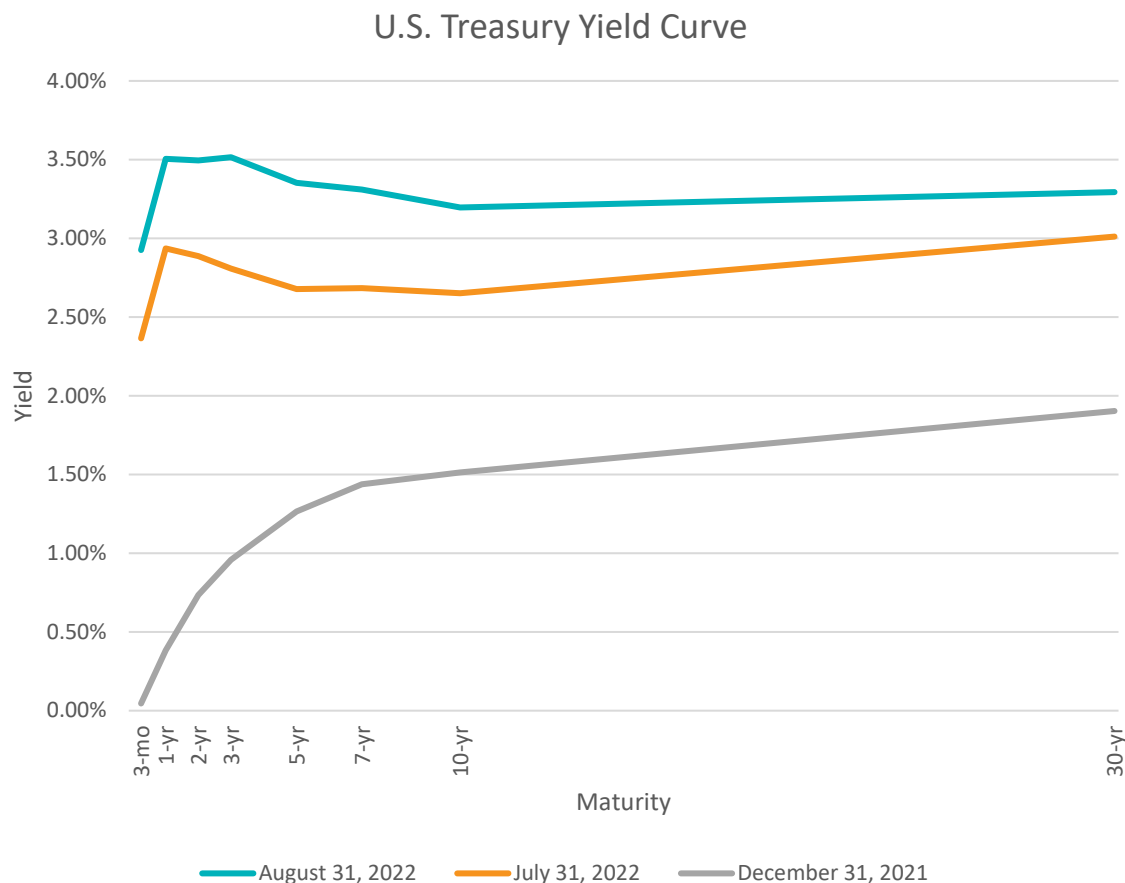


Expectations Drive Rates

The Fed continues to communicate the intent to tame inflation at any cost. The market is 62% convinced at month end that another 75bps hike will be the result if the September FOMC meeting.

The Fed fully concedes that higher rates and a long-term QT will slow growth but is willing to take these actions to tame inflation.

Two quarters of declining GDP is assumed to represent a recession. The goldilocks situation of slowing growth amid high inflation doesn't bode well for a quick solution in 2022.



Your Portfolio

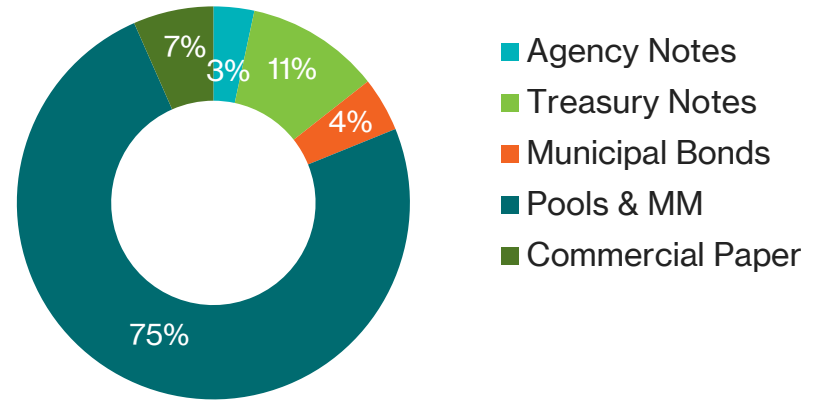
AS of August 31, 2022

Your Portfolio Statistics

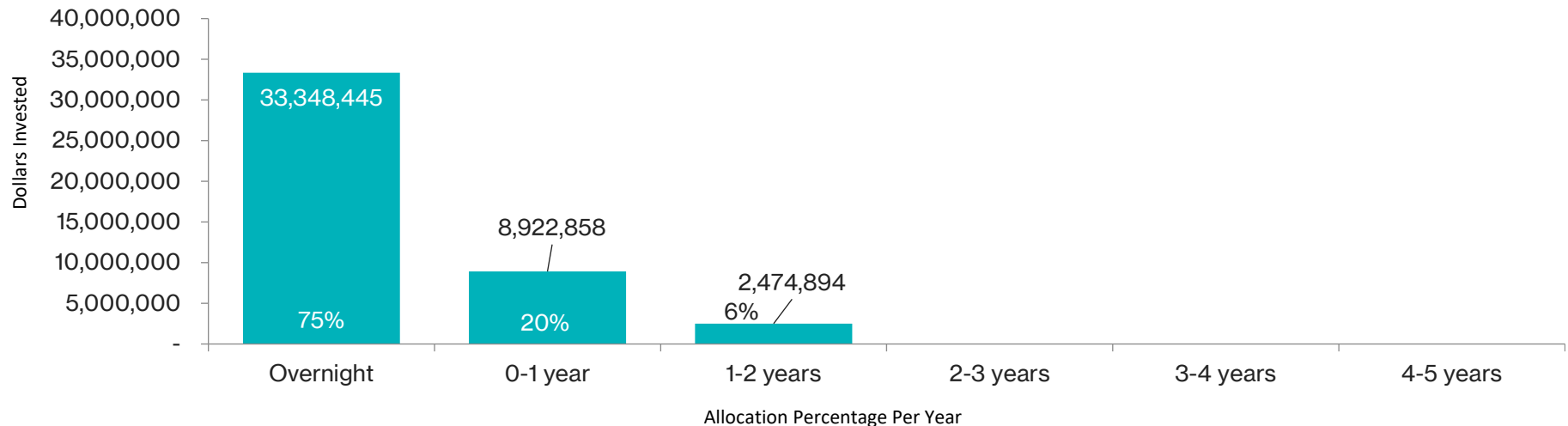
Weighted Average Maturity 0.24 years

Weighted Average Yield (All Funds) 2.14%

Your Asset Allocation



Your Maturity Distribution



City of Taylor, Texas
Portfolio Management
Portfolio Summary
August 31, 2022

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

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 365 Equiv.
Commercial Paper Disc. -Amortizing	3,000,000.00	2,949,576.00	2,955,930.00	6.61	238	170	3.217
Federal Agency Coupon Securities	1,500,000.00	1,408,765.35	1,500,000.00	3.35	1,095	707	0.467
Treasury Coupon Securities	5,000,000.00	4,880,742.00	4,941,821.66	11.04	554	414	2.034
Municipal Bonds	2,000,000.00	1,977,630.00	2,000,000.00	4.47	808	121	0.454
Texpool	3,652,401.21	3,652,401.21	3,652,401.21	8.16	1	1	2.163
TexStar	3,327,167.26	3,327,167.26	3,327,167.26	7.44	1	1	1.947
Texas Class	26,356,643.06	26,356,643.06	26,356,643.06	58.90	1	1	2.289
Money Market	12,233.14	12,233.14	12,233.14	0.03	1	1	0.010
	44,848,444.67	44,565,158.02	44,746,196.33	100.00%	150	87	2.143

Investments

Cash and Accrued Interest

Accrued Interest at Purchase		40.76	40.76			
Subtotal		40.76	40.76			
Total Cash and Investments	44,848,444.67	44,565,198.78	44,746,237.09		150	87 2.143

Total Earnings	August 31 Month Ending	Fiscal Year To Date
Current Year	87,279.05	287,821.00

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

Jeffrey Wood, Finance Director

Reporting period 08/01/2022-08/31/2022

Data Updated: SET_TAYL: 09/08/2022 12:45

Run Date: 09/08/2022 - 12:46

Portfolio TAYL

AP

PM (PRF_PM1) 7.3.0

Report Ver. 7.3.6.1

City of Taylor, Texas
Summary by Type
August 31, 2022
Grouped by Fund

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

Security Type	Number of Investments	Par Value	Book Value	% of Portfolio	Average YTM 365	Average Days to Maturity
Fund: 2019 Bond Fund						
TexStar	1	1,315,827.48	1,315,827.48	2.94	1.947	1
Subtotal	1	1,315,827.48	1,315,827.48	2.94	1.947	1
Fund: 2022 Debt Non-Tax Supported						
Texas Class	1	9,867,443.81	9,867,443.81	22.05	2.289	1
Subtotal	1	9,867,443.81	9,867,443.81	22.05	2.289	1
Fund: 2022 Debt Tax Supported						
Texas Class	1	12,128,086.15	12,128,086.15	27.10	2.289	1
Subtotal	1	12,128,086.15	12,128,086.15	27.10	2.289	1
Fund: Airport Fund						
Texpool	1	942,878.52	942,878.52	2.11	2.163	1
Subtotal	1	942,878.52	942,878.52	2.11	2.163	1
Fund: Cemetery Permanent Fund						
Federal Agency Coupon Securities	1	1,000,000.00	1,000,000.00	2.23	0.500	727
Texas Class	1	872.38	872.38	0.00	2.289	1
Texpool	1	362.71	362.71	0.00	2.163	1
TexStar	1	56,722.58	56,722.58	0.13	1.947	1
Subtotal	4	1,057,957.67	1,057,957.67	2.36	0.580	687
Fund: Fleet Replacement Fund						
TexStar	1	219,047.23	219,047.23	0.49	1.947	1
Subtotal	1	219,047.23	219,047.23	0.49	1.947	1
Fund: General Fund						
Money Market	1	12,233.14	12,233.14	0.03	0.010	1
Federal Agency Coupon Securities	1	500,000.00	500,000.00	1.12	0.400	666

City of Taylor, Texas
Summary by Type
August 31, 2022
Grouped by Fund

Security Type	Number of Investments	Par Value	Book Value	% of Portfolio	Average YTM 365	Average Days to Maturity
Fund: General Fund						
Municipal Bonds	2	2,000,000.00	2,000,000.00	4.47	0.454	121
Commercial Paper Disc. -Amortizing	3	3,000,000.00	2,955,930.00	6.61	3.217	170
Treasury Coupon Securities	5	5,000,000.00	4,941,821.66	11.04	2.034	414
Texas Class	1	3,331,838.44	3,331,838.44	7.45	2.289	1
Texpool	1	1,311,533.44	1,311,533.44	2.93	2.163	1
TexStar	1	1,735,569.97	1,735,569.97	3.88	1.947	1
Subtotal	15	16,891,174.99	16,788,926.65	37.53	2.056	187
Fund: General Capital Fund						
TexStar	1	0.00	0.00	0.00	0.000	0
Subtotal	1	0.00	0.00	0.00	0.000	0
Fund: Special Rev-Tax Increment Fund						
Texpool	1	238,105.95	238,105.95	0.53	2.163	1
Subtotal	1	238,105.95	238,105.95	0.53	2.163	1
Fund: Utility Fund						
Texas Class	1	1,028,402.28	1,028,402.28	2.30	2.289	1
Texpool	1	1,159,520.59	1,159,520.59	2.59	2.163	1
Subtotal	2	2,187,922.87	2,187,922.87	4.89	2.222	1
Total and Average	28	44,848,444.67	44,746,196.33	100.00	2.143	87



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City of Taylor, Texas
Fund 19BOND - 2019 Bond Fund
Investments by Fund
August 31, 2022

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

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
TexStar										
20190	10044	TexStar	04/24/2019	1,315,827.48	1,315,827.48	1,315,827.48	1.947	1.920	1.946	1
Subtotal and Average				1,315,827.48	1,315,827.48	1,315,827.48		1.920	1.947	1
Total Investments and Average				1,315,827.48	1,315,827.48	1,315,827.48		1.920	1.947	1

**Fund 22DNTS - 2022 Debt Non-Tax Supported
Investments by Fund
August 31, 2022**

Page 2

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Texas Class										
70010	10063	Texas Class	03/29/2022	9,867,443.81	9,867,443.81	9,867,443.81	2.289	2.257	2.289	1
Subtotal and Average				9,867,443.81	9,867,443.81	9,867,443.81		2.258	2.289	1
Total Investments and Average				9,867,443.81	9,867,443.81	9,867,443.81		2.258	2.289	1

**Fund 22DTS - 2022 Debt Tax Supported
Investments by Fund
August 31, 2022**

Page 3

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Texas Class										
70009	10062	Texas Class	03/29/2022	12,128,086.15	12,128,086.15	12,128,086.15	2.289	2.257	2.289	1
Subtotal and Average				12,128,086.15	12,128,086.15	12,128,086.15		2.258	2.289	1
Total Investments and Average				12,128,086.15	12,128,086.15	12,128,086.15		2.258	2.289	1

**Fund AIR - Airport Fund
Investments by Fund
August 31, 2022**

Page 4

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Texpool										
300019	10007	Texpool	11/01/2017	942,878.52	942,878.52	942,878.52	2.163	2.133	2.162	1
Subtotal and Average				942,878.52	942,878.52	942,878.52		2.133	2.163	1
Total Investments and Average				942,878.52	942,878.52	942,878.52		2.133	2.163	1

Fund CEM - Cemetery Permanent Fund
Investments by Fund
August 31, 2022

Page 5

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Federal Agency Coupon Securities											
3130ANNS5	10058	FHLB Call Note	08/30/2021	1,000,000.00	1,000,000.00	938,210.59	0.500	0.493	0.500	08/28/2024	727
Subtotal and Average				1,000,000.00	1,000,000.00	938,210.59		0.493	0.500		727
Texpool											
300007	10008	Texpool	11/01/2017	362.71	362.71	362.71	2.163	2.133	2.162		1
Subtotal and Average				362.71	362.71	362.71		2.133	2.163		1
TexStar											
22880	10003	TexStar	11/01/2017	56,722.58	56,722.58	56,722.58	1.947	1.920	1.946		1
Subtotal and Average				56,722.58	56,722.58	56,722.58		1.920	1.947		1
Texas Class											
70006	10001	Texas Class	11/01/2017	872.38	872.38	872.38	2.289	2.257	2.289		1
Subtotal and Average				872.38	872.38	872.38		2.258	2.289		1
Total Investments and Average				1,057,957.67	1,057,957.67	996,168.26		0.572	0.580		687

Fund FLEET - Fleet Replacement Fund
Investments by Fund
August 31, 2022

Page 6

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
TexStar										
20180	10030	TexStar	08/08/2018	219,047.23	219,047.23	219,047.23	1.947	1.920	1.946	1
Subtotal and Average				219,047.23	219,047.23	219,047.23		1.920	1.947	1
Total Investments and Average				219,047.23	219,047.23	219,047.23		1.920	1.947	1

**Fund GEN - General Fund
Investments by Fund
August 31, 2022**

Page 7

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Commercial Paper Disc. -Amortizing											
22533UPH0	10067	Credit Agricole CP	07/18/2022	983,757.22	1,000,000.00	983,458.00		3.597	3.647	02/17/2023	169
80285QNW6	10065	Santander UK CP	05/10/2022	990,856.11	1,000,000.00	984,990.00		2.247	2.278	01/30/2023	151
8923A1QA2	10068	Toyota Credit Puerto Rico CP	07/18/2022	981,316.67	1,000,000.00	981,128.00		3.681	3.732	03/10/2023	190
Subtotal and Average				2,955,930.00	3,000,000.00	2,949,576.00		3.173	3.217		169
Federal Agency Coupon Securities											
3130AMT85	10056	FHLB Call Note	06/28/2021	500,000.00	500,000.00	470,554.76	0.400	0.394	0.400	06/28/2024	666
Subtotal and Average				500,000.00	500,000.00	470,554.76		0.395	0.400		666
Treasury Coupon Securities											
91282CCK5	10059	T Note	03/18/2022	988,253.43	1,000,000.00	973,242.00	0.125	1.540	1.561	06/30/2023	302
912828ZD5	10060	T Note	03/18/2022	995,749.53	1,000,000.00	985,664.00	0.500	1.285	1.303	03/15/2023	195
912828XT2	10061	T Note	03/28/2022	996,050.12	1,000,000.00	975,625.00	2.000	2.201	2.232	05/31/2024	638
91282CCD1	10064	T Note	04/18/2022	986,875.00	1,000,000.00	976,250.00	0.125	1.886	1.913	05/31/2023	272
9128286Z8	10066	T Note	06/21/2022	974,893.58	1,000,000.00	969,961.00	1.750	3.135	3.178	06/30/2024	668
Subtotal and Average				4,941,821.66	5,000,000.00	4,880,742.00		2.006	2.034		414
Municipal Bonds											
419792ZH2	10054	State of Hawaii	10/29/2020	1,000,000.00	1,000,000.00	997,970.00	0.429	0.422	0.428	10/01/2022	30
59333NN90	10053	Maimi-Dade County FL	09/30/2020	1,000,000.00	1,000,000.00	979,660.00	0.375	0.473	0.480	04/01/2023	212
Subtotal and Average				2,000,000.00	2,000,000.00	1,977,630.00		0.448	0.454		121
Texpool											
300003	10004	Texpool	11/01/2017	1,311,533.44	1,311,533.44	1,311,533.44	2.163	2.133	2.162		1
Subtotal and Average				1,311,533.44	1,311,533.44	1,311,533.44		2.133	2.163		1
TexStar											
34440	10002	TexStar	11/01/2017	1,735,569.97	1,735,569.97	1,735,569.97	1.947	1.920	1.946		1
Subtotal and Average				1,735,569.97	1,735,569.97	1,735,569.97		1.920	1.947		1
Texas Class											
70008	10048	Texas Class	01/22/2020	3,331,838.44	3,331,838.44	3,331,838.44	2.289	2.257	2.289		1
Subtotal and Average				3,331,838.44	3,331,838.44	3,331,838.44		2.258	2.289		1

**Fund GEN - General Fund
Investments by Fund
August 31, 2022**

Page 8

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Money Market										
60618	10000	Citizens Nat'l Bank MM-Public	11/01/2017	12,233.14	12,233.14	12,233.14	0.010	0.009	0.010	1
Subtotal and Average				12,233.14	12,233.14	12,233.14		0.010	0.010	1
Total Investments and Average				16,788,926.65	16,891,174.99	16,669,677.75		2.028	2.056	186

Fund GENCAP - General Capital Fund
Investments by Fund
August 31, 2022

Page 9

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

Fund SPECREV - Special Rev-Tax Increment Fund
Investments by Fund
August 31, 2022

Page 10

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Texpool										
300004	10005	Texpool	11/01/2017	238,105.95	238,105.95	238,105.95	2.163	2.133	2.162	1
Subtotal and Average				238,105.95	238,105.95	238,105.95		2.133	2.163	1
Total Investments and Average				238,105.95	238,105.95	238,105.95		2.133	2.163	1

**Fund UTIL - Utility Fund
Investments by Fund
August 31, 2022**

Page 11

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Texpool										
300001	10006	Texpool	11/01/2017	1,159,520.59	1,159,520.59	1,159,520.59	2.163	2.133	2.162	1
Subtotal and Average				1,159,520.59	1,159,520.59	1,159,520.59		2.133	2.163	1
Texas Class										
70007	10047	Texas Class	01/22/2020	1,028,402.28	1,028,402.28	1,028,402.28	2.289	2.257	2.289	1
Subtotal and Average				1,028,402.28	1,028,402.28	1,028,402.28		2.258	2.289	1
Total Investments and Average				2,187,922.87	2,187,922.87	2,187,922.87		2.192	2.222	1



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City of Taylor, Texas
Cash Reconciliation Report
For the Period August 1, 2022 - August 31, 2022
Grouped by Fund

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

Trans. Date	Investment #	Fund	Trans. Type	Security ID	Par Value	Security Description	Maturity Date	Purchases	Interest	Redemptions	Cash
Cemetery Permanent Fund											
08/28/2022	10058	CEM	Interest	3130ANNS5	1,000,000.00	FHLBC 1.0M 0.50% Mat. 08/28/2024	08/28/2024	0.00	2,500.00	0.00	2,500.00
Subtotal								0.00	2,500.00	0.00	2,500.00
Total								0.00	2,500.00	0.00	2,500.00

City of Taylor, Texas
Interest Earnings
Sorted by Fund - Fund
August 1, 2022 - August 31, 2022
Yield on Average Book Value

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

CUSIP	Investment #	Fund	Security Type	Ending Par Value	Beginning Book Value	Average Book Value	Maturity Date	Current Rate	Adjusted Interest Earnings			
									Annualized Yield	Interest Earned	Amortization/ Accretion	Adjusted Interest Earnings
Fund: 2019 Bond Fund												
20190	10044	19BOND	RR2	1,315,827.48	1,700,431.87	1,363,565.72		1.947	1.944	2,251.24	0.00	2,251.24
			Subtotal	1,315,827.48	1,700,431.87	1,363,565.72			1.944	2,251.24	0.00	2,251.24
Fund: 2022 Debt Non-Tax Supported												
70010	10063	22DNTS	RR3	9,867,443.81	11,307,029.67	10,695,181.05		2.289	2.318	21,057.59	0.00	21,057.59
			Subtotal	9,867,443.81	11,307,029.67	10,695,181.05			2.318	21,057.59	0.00	21,057.59
Fund: 2022 Debt Tax Supported												
70009	10062	22DTS	RR3	12,128,086.15	13,195,548.45	12,738,236.88		2.289	2.308	24,970.74	0.00	24,970.74
			Subtotal	12,128,086.15	13,195,548.45	12,738,236.88			2.308	24,970.74	0.00	24,970.74
Fund: Airport Fund												
300019	10007	AIR	RRP	942,878.52	941,149.79	941,205.56		2.163	2.163	1,728.73	0.00	1,728.73
			Subtotal	942,878.52	941,149.79	941,205.56			2.163	1,728.73	0.00	1,728.73
Fund: Cemetery Permanent Fund												
300007	10008	CEM	RRP	362.71	362.09	362.11		2.163	2.016	0.62	0.00	0.62
70006	10001	CEM	RR3	872.38	870.68	870.73		2.289	2.299	1.70	0.00	1.70
22880	10003	CEM	RR2	56,722.58	56,628.92	56,631.94		1.947	1.947	93.66	0.00	93.66
3130ANNS5	10058	CEM	FAC	1,000,000.00	1,000,000.00	1,000,000.00	08/28/2024	0.500	0.491	416.67	0.00	416.67
			Subtotal	1,057,957.67	1,057,861.69	1,057,864.79			0.571	512.65	0.00	512.65
Fund: Fleet Replacement Fund												
20180	10030	FLEET	RR2	219,047.23	218,685.62	218,697.28		1.947	1.947	361.61	0.00	361.61
			Subtotal	219,047.23	218,685.62	218,697.28			1.947	361.61	0.00	361.61
Fund: General Fund												
912828XT2	10061	GEN	TRC	1,000,000.00	995,858.20	995,957.26	05/31/2024	2.000	2.230	1,693.99	191.92	1,885.91

City of Taylor, Texas
Interest Earnings
August 1, 2022 - August 31, 2022

Page 2

										Adjusted Interest Earnings		
CUSIP	Investment #	Fund	Security Type	Ending Par Value	Beginning Book Value	Average Book Value	Maturity Date	Current Rate	Annualized Yield	Interest Earned	Amortization/ Accretion	Adjusted Interest Earnings
Fund: General Fund												
912828ZD5	10060	GEN	TRC	1,000,000.00	995,073.81	995,422.57	03/15/2023	0.500	1.297	421.19	675.72	1,096.91
91282CCK5	10059	GEN	TRC	1,000,000.00	987,047.66	987,669.99	06/30/2023	0.125	1.563	105.29	1,205.77	1,311.06
9128286Z8	10066	GEN	TRC	1,000,000.00	973,728.46	974,329.81	06/30/2024	1.750	3.189	1,474.18	1,165.12	2,639.30
91282CCD1	10064	GEN	TRC	1,000,000.00	985,379.14	986,151.19	05/31/2023	0.125	1.912	105.87	1,495.86	1,601.73
300003	10004	GEN	RRP	1,311,533.44	7,096,972.23	6,887,165.32		2.163	0.890	5,203.60	0.00	5,203.60
70008	10048	GEN	RR3	3,331,838.44	3,325,367.53	3,325,576.27		2.289	2.291	6,470.91	0.00	6,470.91
60618	10000	GEN	RR4	12,233.14	12,233.04	12,233.04		0.010	0.010	0.10	0.00	0.10
34440	10002	GEN	RR2	1,735,569.97	1,733,753.59	1,732,932.38		1.947	1.947	2,865.38	0.00	2,865.38
3130AMT85	10056	GEN	FAC	500,000.00	500,000.00	500,000.00	06/28/2024	0.400	0.392	166.67	0.00	166.67
59333NN90	10053	GEN	MC1	1,000,000.00	1,000,000.00	1,000,000.00	04/01/2023	0.375	0.374	317.62	0.00	317.62
419792ZH2	10054	GEN	MC1	1,000,000.00	1,000,000.00	1,000,000.00	10/01/2022	0.429	0.421	357.50	0.00	357.50
80285QNW6	10065	GEN	ACP	1,000,000.00	988,978.89	989,947.78	01/30/2023		2.233	0.00	1,877.22	1,877.22
22533UPH0	10067	GEN	ACP	1,000,000.00	980,777.78	982,315.55	02/17/2023		3.571	0.00	2,979.44	2,979.44
8923A1QA2	10068	GEN	ACP	1,000,000.00	978,268.34	979,841.67	03/10/2023		3.663	0.00	3,048.33	3,048.33
Subtotal				16,891,174.99	22,553,438.67	22,349,542.83			1.676	19,182.30	12,639.38	31,821.68
Fund: Special Rev-Tax Increment Fund												
300004	10005	SPECREV	RRP	238,105.95	238,965.28	245,967.30		2.163	2.161	451.49	0.00	451.49
Subtotal				238,105.95	238,965.28	245,967.30			2.161	451.49	0.00	451.49
Fund: Utility Fund												
300001	10006	UTIL	RRP	1,159,520.59	1,157,394.59	1,157,463.17		2.163	2.163	2,126.00	0.00	2,126.00
70007	10047	UTIL	RR3	1,028,402.28	1,026,404.96	1,026,469.39		2.289	2.291	1,997.32	0.00	1,997.32
Subtotal				2,187,922.87	2,183,799.55	2,183,932.56			2.223	4,123.32	0.00	4,123.32
Total				44,848,444.67	53,396,910.59	51,794,193.96			1.984	74,639.67	12,639.38	87,279.05

City of Taylor, Texas
Amortization Schedule
August 1, 2022 - August 31, 2022
Sorted By Fund - Fund

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

Investment #		Maturity Date	Beginning Par Value				Amounts Amortized			
Issuer	Fund	Amort. Date	Current Rate	Purchase Principal	Original Premium or Discount	Ending Book Value	And Unamortized As of 08/01/2022	Amount Amortized This Period	Amt Amortized Through 08/31/2022	Amount Unamortized Through 08/31/2022
General Fund										
10067 Credit Agricole CP	GEN	02/17/2023	1,000,000.00	979,432.22	-20,567.78	983,757.22	1,345.56 -19,222.22	2,979.44	4,325.00	-16,242.78
10053 Maimi-Dade County FL	GEN	04/01/2023 10/01/2021	1,000,000.00 0.375	997,390.00	-2,610.00	1,000,000.00	2,610.00 0.00	0.00	2,610.00	0.00
10065 Santander UK CP	GEN	01/30/2023	1,000,000.00	983,952.78	-16,047.22	990,856.11	5,026.11 -11,021.11	1,877.22	6,903.33	-9,143.89
10059 T Note	GEN	06/30/2023	1,000,000.00 0.125	981,757.81	-18,242.19	988,253.43	5,289.85 -12,952.34	1,205.77	6,495.62	-11,746.57
10060 T Note	GEN	03/15/2023	1,000,000.00 0.500	992,109.38	-7,890.62	995,749.53	2,964.43 -4,926.19	675.72	3,640.15	-4,250.47
10061 T Note	GEN	05/31/2024	1,000,000.00 2.000	995,078.13	-4,921.87	996,050.12	780.07 -4,141.80	191.92	971.99	-3,949.88
10064 T Note	GEN	05/31/2023	1,000,000.00 0.125	980,312.50	-19,687.50	986,875.00	5,066.64 -14,620.86	1,495.86	6,562.50	-13,125.00
10066 T Note	GEN	06/30/2024	1,000,000.00 1.750	972,187.50	-27,812.50	974,893.58	1,540.96 -26,271.54	1,165.12	2,706.08	-25,106.42
10068 Toyota Credit Puerto Rico CP	GEN	03/10/2023	1,000,000.00	976,891.67	-23,108.33	981,316.67	1,376.67 -21,731.66	3,048.33	4,425.00	-18,683.33
Subtotal				8,859,111.99	-140,888.01	8,897,751.66	26,000.29 -114,887.72	12,639.38	38,639.67	-102,248.34
Total				8,859,111.99	-140,888.01	8,897,751.66	26,000.29 -114,887.72	12,639.38	38,639.67	-102,248.34

City of Taylor, Texas
Projected Cashflow Report
Sorted by Monthly
For the Period September 1, 2022 - March 31, 2023

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

Projected Trans. Date	Investment #	Fund	Security ID	Transaction Type	Issuer	Par Value	Original Cost	Principal	Interest	Total
September 2022										
09/15/2022	10060	GEN	912828ZD5	Interest	T Note	0.00	0.00	0.00	2,500.00	2,500.00
09/28/2022	10056	GEN	3130AMT85	Call	FHLB Call Note	500,000.00	500,000.00	500,000.00	0.00	500,000.00
Total for September 2022						500,000.00	500,000.00	500,000.00	2,500.00	502,500.00
October 2022										
10/01/2022	10053	GEN	59333NN90	Interest	Maimi-Dade County FL	0.00	0.00	0.00	1,875.00	1,875.00
10/01/2022	10053	GEN	59333NN90	Call	Maimi-Dade County FL	1,000,000.00	997,390.00	1,000,000.00	0.00	1,000,000.00
10/01/2022	10054	GEN	419792ZH2	Maturity	State of Hawaii	1,000,000.00	1,000,000.00	1,000,000.00	2,145.00	1,002,145.00
Total for October 2022						2,000,000.00	1,997,390.00	2,000,000.00	4,020.00	2,004,020.00
November 2022										
11/28/2022	10058	CEM	3130ANNS5	Call	FHLB Call Note	1,000,000.00	1,000,000.00	1,000,000.00	0.00	1,000,000.00
11/30/2022	10061	GEN	912828XT2	Interest	T Note	0.00	0.00	0.00	10,000.00	10,000.00
11/30/2022	10064	GEN	91282CCD1	Interest	T Note	0.00	0.00	0.00	625.00	625.00
Total for November 2022						1,000,000.00	1,000,000.00	1,000,000.00	10,625.00	1,010,625.00
December 2022										
12/28/2022	10056	GEN	3130AMT85	Interest	FHLB Call Note	0.00	0.00	0.00	1,000.00	1,000.00
12/31/2022	10059	GEN	91282CCK5	Interest	T Note	0.00	0.00	0.00	625.00	625.00
12/31/2022	10066	GEN	9128286Z8	Interest	T Note	0.00	0.00	0.00	8,750.00	8,750.00
Total for December 2022						0.00	0.00	0.00	10,375.00	10,375.00
January 2023										
01/30/2023	10065	GEN	80285QNW6	Maturity	Santander UK CP	1,000,000.00	983,952.78	1,000,000.00	0.00	1,000,000.00
Total for January 2023						1,000,000.00	983,952.78	1,000,000.00	0.00	1,000,000.00
February 2023										
02/17/2023	10067	GEN	22533UPH0	Maturity	Credit Agricole CP	1,000,000.00	979,432.22	1,000,000.00	0.00	1,000,000.00
02/28/2023	10058	CEM	3130ANNS5	Interest	FHLB Call Note	0.00	0.00	0.00	2,500.00	2,500.00
Total for February 2023						1,000,000.00	979,432.22	1,000,000.00	2,500.00	1,002,500.00
March 2023										
03/10/2023	10068	GEN	8923A1QA2	Maturity	Toyota Credit Puerto Rico CP	1,000,000.00	976,891.67	1,000,000.00	0.00	1,000,000.00

City of Taylor, Texas
 Projected Cashflow Report
 For the Period September 1, 2022 - March 31, 2023

Page 2

Projected Trans. Date	Investment #	Fund	Security ID	Transaction Type	Issuer	Par Value	Original Cost	Principal	Interest	Total
March 2023										
03/15/2023	10060	GEN	912828ZD5	Maturity	T Note	1,000,000.00	992,109.38	1,000,000.00	2,500.00	1,002,500.00
Total for March 2023						2,000,000.00	1,969,001.05	2,000,000.00	2,500.00	2,002,500.00
GRAND TOTALS:						7,500,000.00	7,429,776.05	7,500,000.00	32,520.00	7,532,520.00

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**Meeder Public Funds
Patterson Group**

Barton Oaks Plaza II
901 S. MoPac Expy
Suite 195
Austin, Texas
78746

800.817.2442



City Council Meeting

October 13, 2022

Transmittal Letter

Agenda Item #: 6

Agenda Title: Consider Ordinance 2022-38 regarding PZ-2022-1541 a change of zoning, on approximately 75.29 acres generally located at 14501 and 14511 US 79, from Rural/Agricultural Zoning District (R/A), Manufactured Housing Zoning District (MH), and Business Park District 2 (BP-2) to approximately 43.79 acres of Light Industrial Zoning District (M-1), and approximately 31.50 acres of Rural/Agriculture (R/A).

STRATEGIC PILLAR

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

Council Action to be taken: Consider Ordinance

Department Submitted: Development Services

Staff Contact: Tom Yantis, Assistant City Manager

1. PURPOSE/DESCRIPTION

The purpose of the rezoning to M-1 (Light Industrial) will enable the development of light industrial and heavy commercial uses on the subject property that is designated as Employment Center: Regional by the Future Land Use map within the Comprehensive Plan. The request also recognizes the existing Open Space designation on the property of approximately 31.50 acres that are inundated by the FEMA floodplain and the applicant will retain the existing R/A (Rural/Agricultural) zoning designation on this area.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

The applicant pursued a change to the Future Land Use map and the subject property is now designated as Employment Center: Regional and Open Space. The applicant is now at the stage of development to request a rezoning that is consistent with the new land use designation. The proposed rezoning of the subject property is to Light Industrial (M-1) which is a district that permits uses typically defined as light industrial or heavy commercial.

On September 13, 2022, the Planning and Zoning Commission held a public hearing regarding this request. The Planning and Zoning Commission unanimously recommend approval of the Zoning Map Amendment.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• The addition of an industrial site will likely provide an increase to jobs available in Taylor. • Promote the efficient use of existing infrastructure. • Increase in tax base. • Rezoning to M-1 (Light Industrial) is consistent with the Future Land Use Map.	• Will likely increase vehicular traffic along US 79.

4. RECOMMENDATION

The Planning and Zoning Commission held a public hearing on September 13, 2022, and they unanimously recommended approval of the requests to change 75.29 acres of land zoned Rural/Agricultural Zoning District (R/A), Manufactured Housing Zoning District (MH), and Business Park District 2 (BP-2) to approximately 43.79 acres of Light Industrial Zoning District (M-1), and approximately 31.50 acres of Rural/Agriculture (R/A).

5. FUNDING SOURCE

N/A

6. TIMELINE

- Planning and Zoning Commission public hearing and recommendation – September 13, 2022
- City Council public hearing and ordinance introduction – September 22, 2022
- City Council consideration of ordinance approval – October 13, 2022

7. OTHER OPTIONS (In order of preference)

N/A

8. ATTACHMENTS

- 6a. [Staff Report](#)
- 6b. [Letter of Intent from Applicant](#)
- 6c. [Zoning District Allocations from Applicant](#)
- 6d. [Growth Sectors Map](#)
- 6e. [Future Land Use Map](#)
- 6f. [Current Zoning Map](#)
- 6g. [Proposed Zoning Map](#)
- 6h. [Notice Area Map](#)
- 6i. [Rezoning Ordinance 2022-39](#)
- 6j. [Ordinance Exhibit A – Survey](#)
- 6k. [Ordinance Exhibit – Proposed Zoning Map](#)
- 6l. [Rezoning PowerPoint](#)

**City of Taylor
PZ-2022-1541
Zoning Map Amendment
Staff Report**

Item Details

Subject Property:	14501 and 14511 U.S. Highway 79
Total Acreage:	Approximately 75.29 acres
Legal Description:	Approximately 75.29 acres of land addressed as 14501 and 14511 US 79, more particularly described by Williamson Central Appraisal District Parcels R019338, R019992, R020101, and R020102, consisting of Lots 1-14, Block 4 and Lots 1-15, Block 5, John O. Baker Subdivision, part of and out of the H.G. Johnson Survey, Abstract No. 348, Taylor, Williamson County, Texas.
Applicant & Property Owner:	David Cersonsky, President and Owner & Timothy R. Hines, Vice President and Owner of Taylor Texas Holdings, Inc. and Highway 79 Development, Inc.)
Request:	Zoning Map Amendment to rezone the subject property from Rural/Agricultural Zoning District (R/A), Manufactured Housing Zoning District (MH), and Business Park District 2 (BP-2) to approximately 43.79 acres as Light Industrial Zoning District (M-1), and approximately 31.50 acres as Rural/Agriculture (R/A).
Case History:	This is the first public hearing of this request.

Overview of Applicant's Request & Background

The applicant has requested to convert the subject property from its existing use as residential to an industrial use. The applicant pursued a change to the Future Land Use map and the subject property is now designated as Employment Center: Regional and Open Space. The applicant is now at the stage of development to request a rezoning that is consistent with the new land use designation. The proposed rezoning of the subject property is to Light Industrial (M-1) which is a district that permits uses typically defined as light industrial or heavy commercial.

Location:

The subject property is located along U.S. Highway 79, just west of the Taylor Municipal Airport. The subject property has minimal immediate frontage to the highway as it is configured as a flag lot.

Physical and Natural Features:

The subject property gently slopes in elevation from northwest (highest) to southeast (lowest) and consists of a combination of dense creekside vegetation towards the east and southeastern property boundaries and vacant land devoid of vegetation along the north-northwestern property

boundaries. A residence and several accessory structures exist centrally to the property. Mustang Creek and several tributaries bisect the easternmost part of the subject property. This area of study by FEMA has deemed the area to have a 1% chance of flooding annually (i.e. the 100 year floodplain).

Growth Sector Designations:

The Growth Sectors Map identifies the areas in Taylor and its Extra-territorial jurisdiction (ETJ) where development and redevelopment are intended, where they should be controlled, and areas where they should be restricted. The subject property is located within the Controlled Growth Sector. The Controlled Growth Sector consist of areas that can support limited development based on proximity to an existing or planned Thoroughfare. The Controlled Growth Sector should be limited in area to nodes where infrastructure or services already exist, but these areas are not adjacent to the existing developed areas. This designation allows limited development and as such the subject property abuts existing small-scale developments to the immediate south (DaVita Taylor Dialysis), and east (United Ag & Turf, and Nyle Maxwell Car Dealership) and west (Best Western Inn and Taylor Municipal Airport) along U.S. Highway 79 which are also in the Controlled Growth Sector.

Future Land Use and Zoning Designations:

On July 12, 2022, the Planning and Zoning Commission recommended approval of a request to amend the Future Land Use designation for the subject property and on August 11, 2022, the City Council approved the applicant's request to redesignate the property as Employment Center: Regional and Open Space. The Employment Center designation is intended to develop as mixed-use areas centered around office or industrial uses that can support significant employment. Acceptable land uses should consist of retail, office, mixed use, public, and industrial.

The preserved Open Space designation is made up of environmentally sensitive areas that are protected from development in perpetuity. This includes dedicated parkland and any other conservation easement. The acreage (~31.50) kept as Open Space has been deemed as floodplain by FEMA and development within the area is discouraged.

After successfully redesignating the subject property, rezoning is the next appropriate step in the development process. The applicant's proposal for M-1 Light Manufacturing would permit the uses outlined in the City's zoning ordinance, Section 3.2 – Zoning District Use Tables. The intent is to concentrate light industrial or heavy commercial uses in areas of town that will best represent the community as well as protect the character, safety, and general welfare of the surrounding neighborhoods.

Surrounding Properties:

The current zoning, Future Land Use designation, and existing uses of the adjacent properties to the north, south, east, and west are outlined in the table below:

Direction	Zoning District	Future Land Use	Existing Land Use
North	R-1 (Single Family Residential)	Employment Center: Regional & Open Space	Vacant Land + Flood Plain

South	M-1 (Light Manufacturing), B-1 (Local Business), B-2 (General Business), BP-2 (Business Park 2), M-H (Manufactured Housing)	Area of Minimal Change	Commercial Businesses & Residences
East	M-1	Employment Center: Regional & Open Space	Taylor Municipal Airport
West	R/A (Rural/Agriculture), B-1	Area of Minimal Change	Agricultural Land

Utilities

The subject property is located within the City's service area for water and city wastewater. Currently a 16-inch water line runs along the frontage of U.S. 79 and spans the width of the subject property. A 12-inch wastewater main extends from a 24-inch line at the municipal airport and travels west through the southern portion of the subject property. Improvements to the Airport Lift Station are proposed to be added to the City's budget for fiscal year 2022-2023 as an impact fee project, pending approval from the City Council, to improve the capacity of the lift station and increase capacity in the general vicinity.

Transportation

The subject property gains access from U.S. 79 which is identified within the Transportation Plan in the Envision Taylor Comprehensive Plan as a Regional Roadway. U.S. 79 moves traffic between the City of Taylor and other communities. Additionally, the Transportation Plan has proposed a Community Boulevard within the subject property. Community Boulevards function as primary routes that connect to major areas of the city. The presence of the floodplain also calls for an addition to the proposed trail system. Trails are intended to be 10' to 12' wide and should serve both pedestrian and bicycle traffic.

Public Notification

As required by the Local Government Code and the City of Taylor Code of Ordinances, all property owners within a 200-foot radius of the subject property and within the subdivision were notified of the Zoning Map Amendment request (14 notices), a legal notice advertising the public hearing was placed in the Taylor Press on August 28, 2022.

Staff Analysis

The request for a rezoning map amendment to M-1 (Light Industrial) enables the applicant to develop the subject property for light industrial and/or heavy commercial uses such as warehousing, and various office and professional uses. Upon analyzing the request, the proposed rezoning request is considered consistent with the Future Land Use designation as Employment Center: Regional. The uses as described above would be consistent within the following policies outlined in the City's Comprehensive Plan:

- **LU4** – New development and growth should not increase the flood hazards or other risks associated with climate change in existing neighborhoods.

- The development has identified areas inundated by the FEMA flood hazard area and located all elements of the built environment outside of the studied area prone to flooding.
- **LU8** – A jobs-housing balance that supports people living and working in Taylor should be encouraged.
 - The addition of an industrial site would likely provide an increase to jobs available within Taylor.
- **LU9** – Promote development patterns that maximize the use of existing infrastructure and land use before expanding infrastructure to underdeveloped areas.
 - The applicant currently has access to water and wastewater on their property and would likely only be required to extend as needed (lateral lines to buildings).

Staff Recommendation

For the reasons stated in the staff analysis, staff recommends approval of the requested rezoning.

Planning and Zoning Commission Recommendation

The Planning and Zoning Commission is charged with reviewing all requests for rezonings and recommends to City Council either in favor of or opposition to each request. In determining a recommendation on a rezoning request, the Planning and Zoning Commission members consider the following factors:

Is the rezoning consistent with the Comprehensive Plan?

- The Future Land Use designations of Employment Center Regional and Open Space are in line with the City's desire to increase employment opportunities and industrial uses that are strategically located in areas along regional roadways (Highway 79). The area is designated as a Controlled Growth sector and as such has access to existing infrastructure and is adjacent to existing developed areas along Highway 79.

Is the rezoning compatible with the surrounding area?

- The rezoning to M-1 (Light Industrial) is compatible with the surrounding area as most of the area is comprised of vacant land, FEMA Flood Hazard area and commercial uses south of the subject property and the Taylor Municipal Airport east of the property.

Does the rezoning promote the public health, safety, or general welfare?

- The rezoning of the subject property will aim to promote public health, safety, and the general welfare. In addition, the Planning Principles and Policy Guide in the Comprehensive Plan aim to promote health, safety, and general welfare by managing growth, while promoting safe and orderly development, and such standards will be secured throughout the development process.

Is adequate infrastructure available or planned to meet the needs of the proposed land use?

- Public water and wastewater facilities are available to the subject property. Roadway infrastructure will be required to comply with the City's master transportation network and will be evaluated throughout the development process.

Do current conditions indicate that a rezoning is necessary?

- The subject property would require a rezoning to align with the Future Land Use designation as the current zoning district(s) primarily R/A (Rural Agriculture) would not be the highest and best zoning classification under the new land use designation. The M-1 zoning district will allow for a mix of commercial and light industrial land uses to occur which is consistent with the goals in the Employment Center: Regional land use category.

Attachments:

- a) Letter of Intent from Applicant
- b) Zoning District Allocations from Applicant
- c) Growth Sectors Map
- d) Future Land Use Map
- e) Current Zoning Map
- f) Proposed Zoning Map
- g) Notice Area Map
- h) Draft Ordinance
 - a. Exhibit "A," Survey
 - b. Exhibit "B," Proposed Zoning Map



August 12, 2022
PK No.: 0100

Mrs. Courtney Peres
CITY OF TAYLOR
Development Services
400 Porter Street
Taylor, Texas 76574

Re: **Stillwater 76 – Zoning Map Amendment**
Taylor, Williamson County, Texas

Dear Mrs. Peres:

The proposed site in the attached is being requested for a zoning change to Industrial. The site is approximately 75.28 acres and is currently being used for agriculture purposes. The request is being done to allow industrial buildings. There is currently an existing sanitary sewer line that runs through the site and a water line adjacent to the site. Both have capacity to serve the site. The proposed zoning advances the goals and policies of the Comprehensive Plan by allowed for aligning uses on the west side of the city that currently has industrial to the south and to the west. The site will not increase the flood hazard with the detention that is being proposed on the site and the building will have many different uses to fulfill many different tenants on the market.

There is also a request for a Traffic Impact Analysis waiver since the trips for the site based on ITA code 154 are 722 daily trips and 41 AM Peak and 52 PM Peak hour.

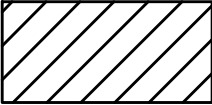
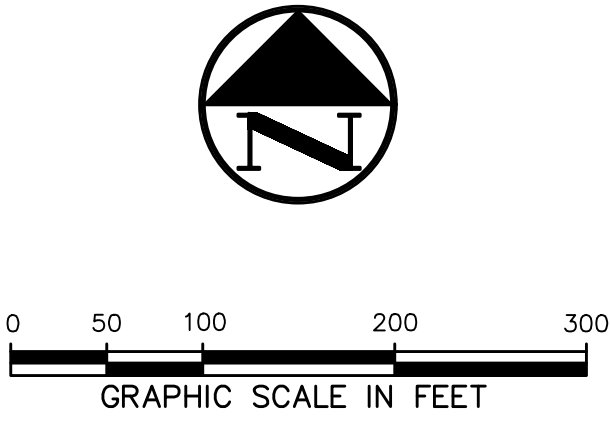
If you have any questions regarding the enclosed items or need any additional information, please call me at your convenience.

Sincerely,

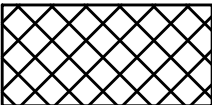
A handwritten signature in blue ink, appearing to read 'Clayton J. Strolle', with a small 'x' mark next to it.

Clayton J. Strolle, P.E., LEED®AP

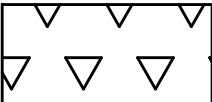
CJS
0100_Stillwater 76



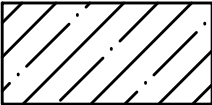
34.948 ACRES FROM R/A TO M-1 (LIGHT MANUFACTURING)



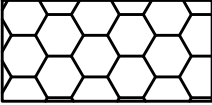
31.407 ACRES FROM R/A TO R/A (OPEN SPACE/FLOODPLAIN)



0.097 ACRES FROM M-H TO R/A (OPEN SPACE/FLOODPLAIN)



7.810 ACRES FROM M-H TO M-1 (LIGHT MANUFACTURING)



1.028 ACRES FROM BP-2 TO M-1 (LIGHT MANUFACTURING)

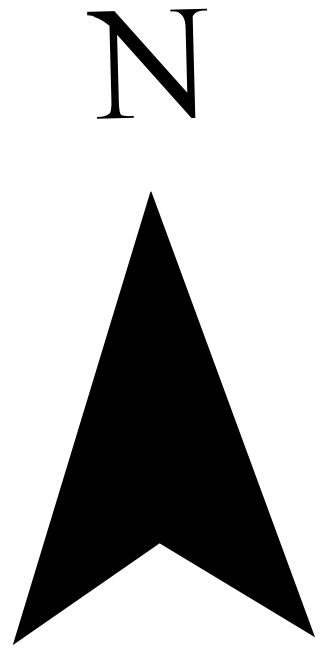
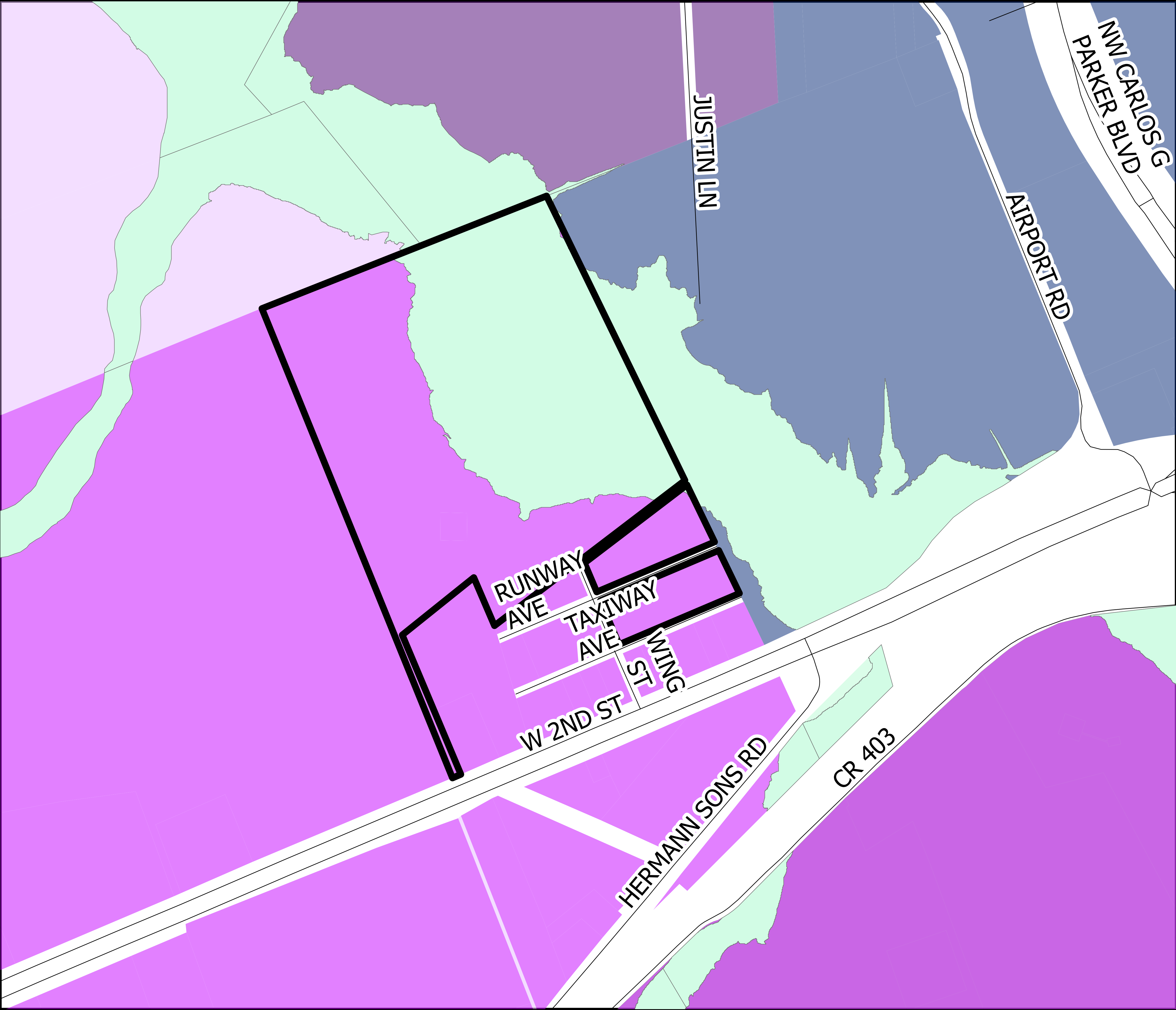
ISSUED FOR PRELIMINARY PRICING PURPOSES ONLY
(SUBJECT TO REVISION PRIOR TO CONSTRUCTION)

THESE DOCUMENTS HAVE BEEN PREPARED BY THE ENGINEER WITH THE INTENT OF COMPLYING WITH ALL CITY STANDARD REQUIREMENTS. THESE DOCUMENTS HAVE NOT BEEN APPROVED AND RELEASED FOR CONSTRUCTION BY THE CITY AS OF THIS DATE AND, THEREFORE, REVISIONS MAY BE REQUIRED PRIOR TO CONSTRUCTION. BY ANY USE OF THESE DOCUMENTS, THE USER AFFIRMS THEIR UNDERSTANDING OF THE PRELIMINARY STATUS OF THE PLANS AND THE POTENTIAL FOR REVISION PRIOR TO ANY CONSTRUCTION.

Pacheco Koch 8701 N. MOPAC EXPRESSWAY, STE. 320
AUSTIN, TX 78759 512.485.0831
TX REG. ENGINEERING FIRM F-469
TX REG. SURVEYING FIRM LS-10008000

SITE ACREAGE EXHIBIT

DESIGN	DRAWN	DATE	SCALE	NOTES	FILE	NO.
---	CJS	JUNE 2022	1"=100'			EXHB

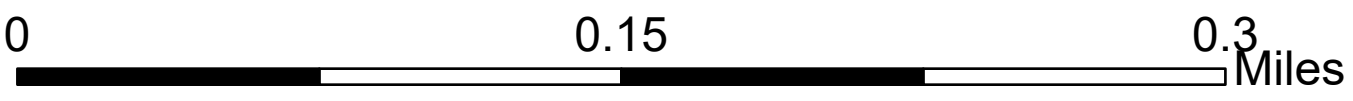


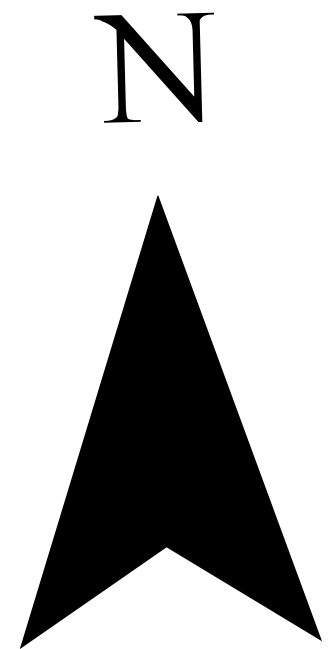
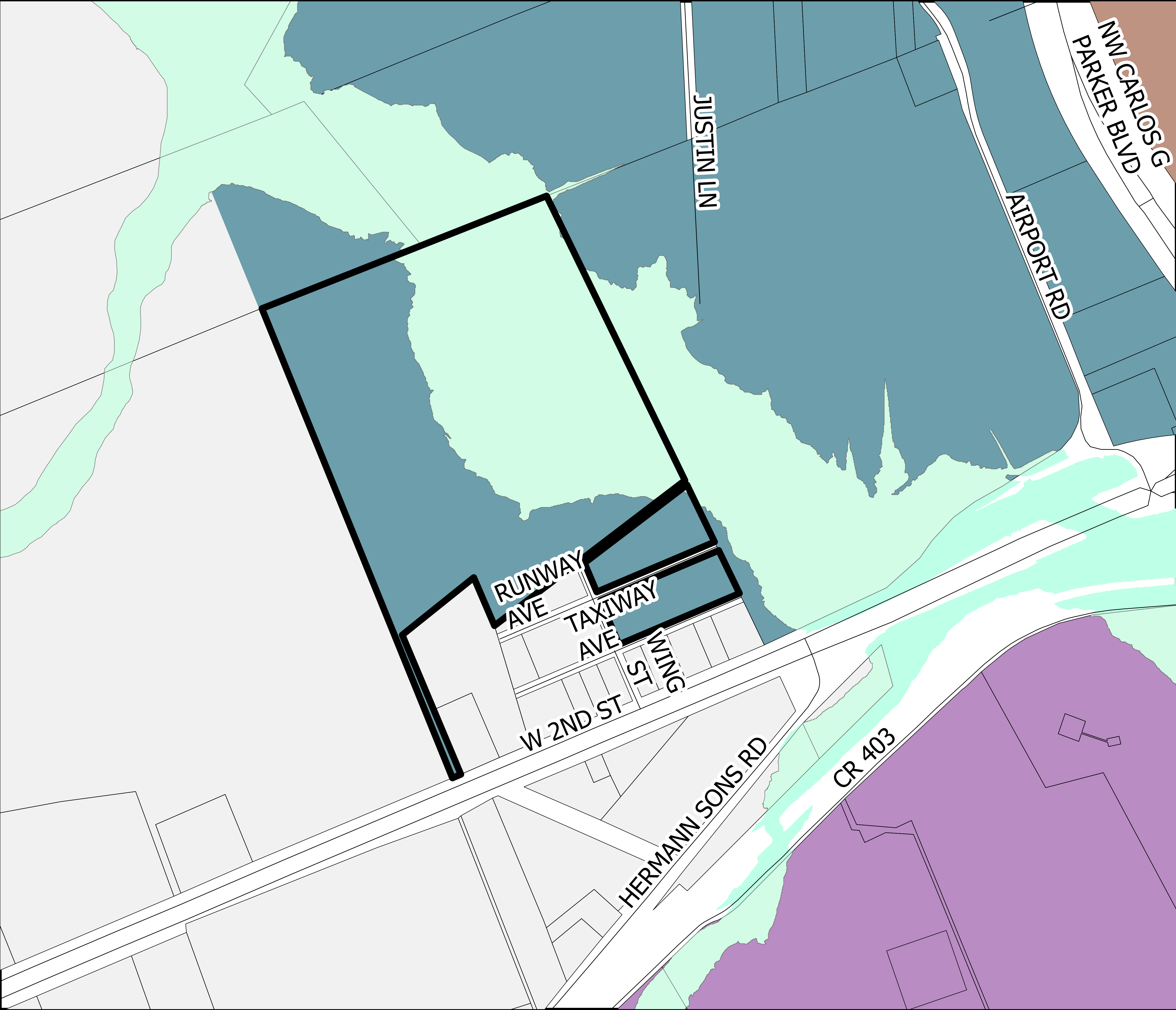
PZ-2022-1541

Taylor Texas Holdings
Re-Zoning
Growth Sectors Map
Approximately 75.29 Acres

Legend

- ETJ
- Subject Property
- Parcels
- Streets
- Growth Sector Map
- Sector
- Restricted Growth Sector
- Controlled Growth Sector
- Intended Growth Sector
- Infill Growth Sector
- Flood Plain



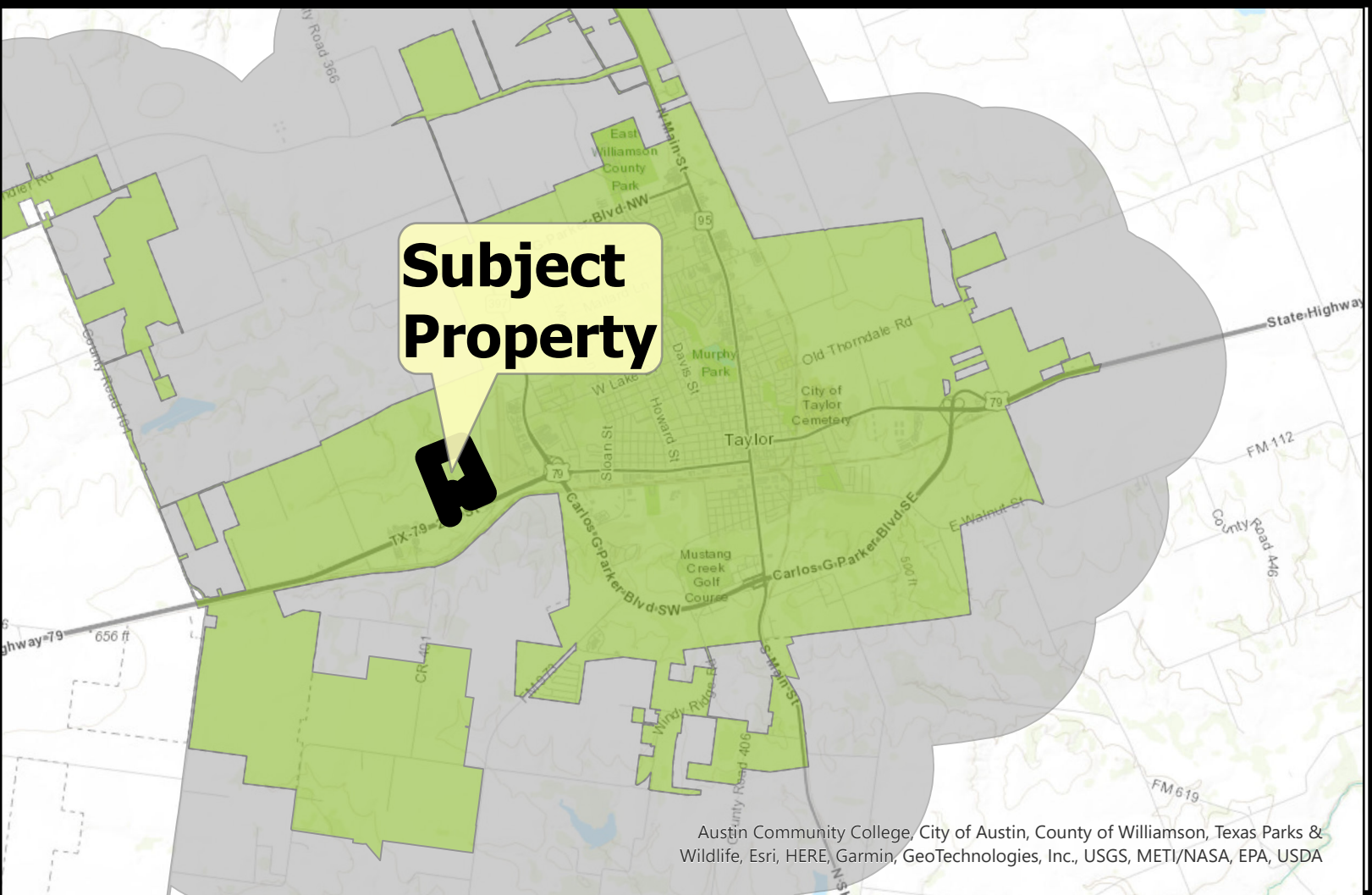


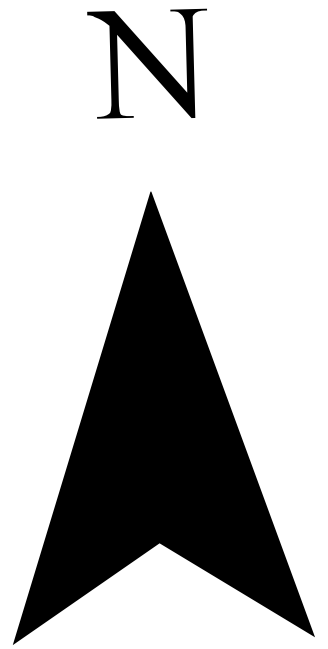
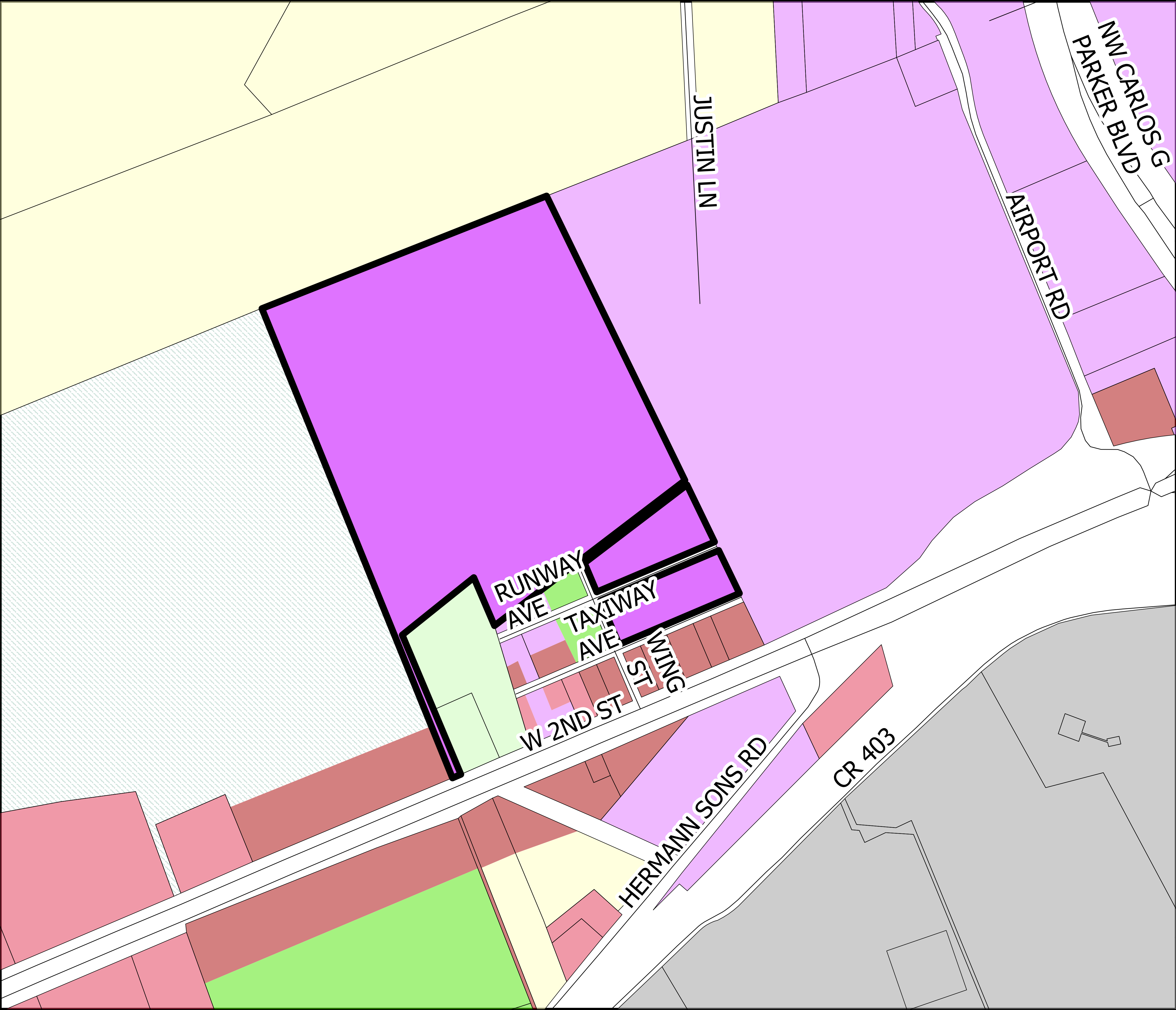
PZ-2022-1541

Taylor Texas Holdings
Re-Zoning
Future Land Use Map
Approximately 75.29 Acres

Legend

- ETJ
- Subject Property
- Parcels
- Streets
- Future Land Use Map**
- Land Use
 - Area of Minimal Change
 - Employment Center: Regional
 - Special Employment District
 - Market Center: Community
 - Open Space



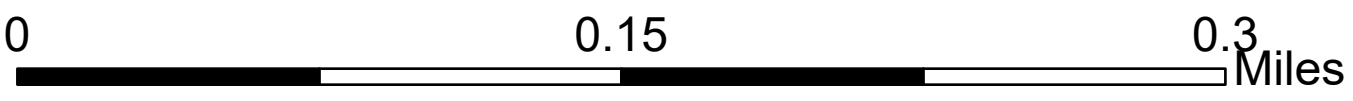


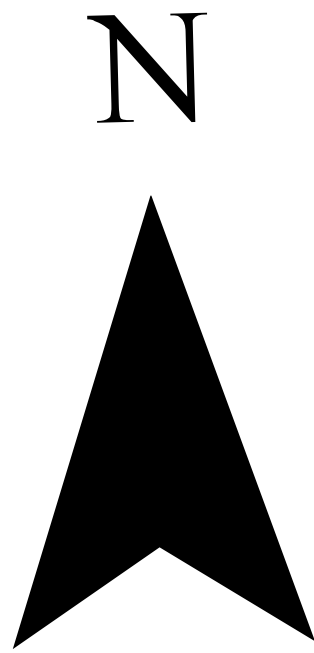
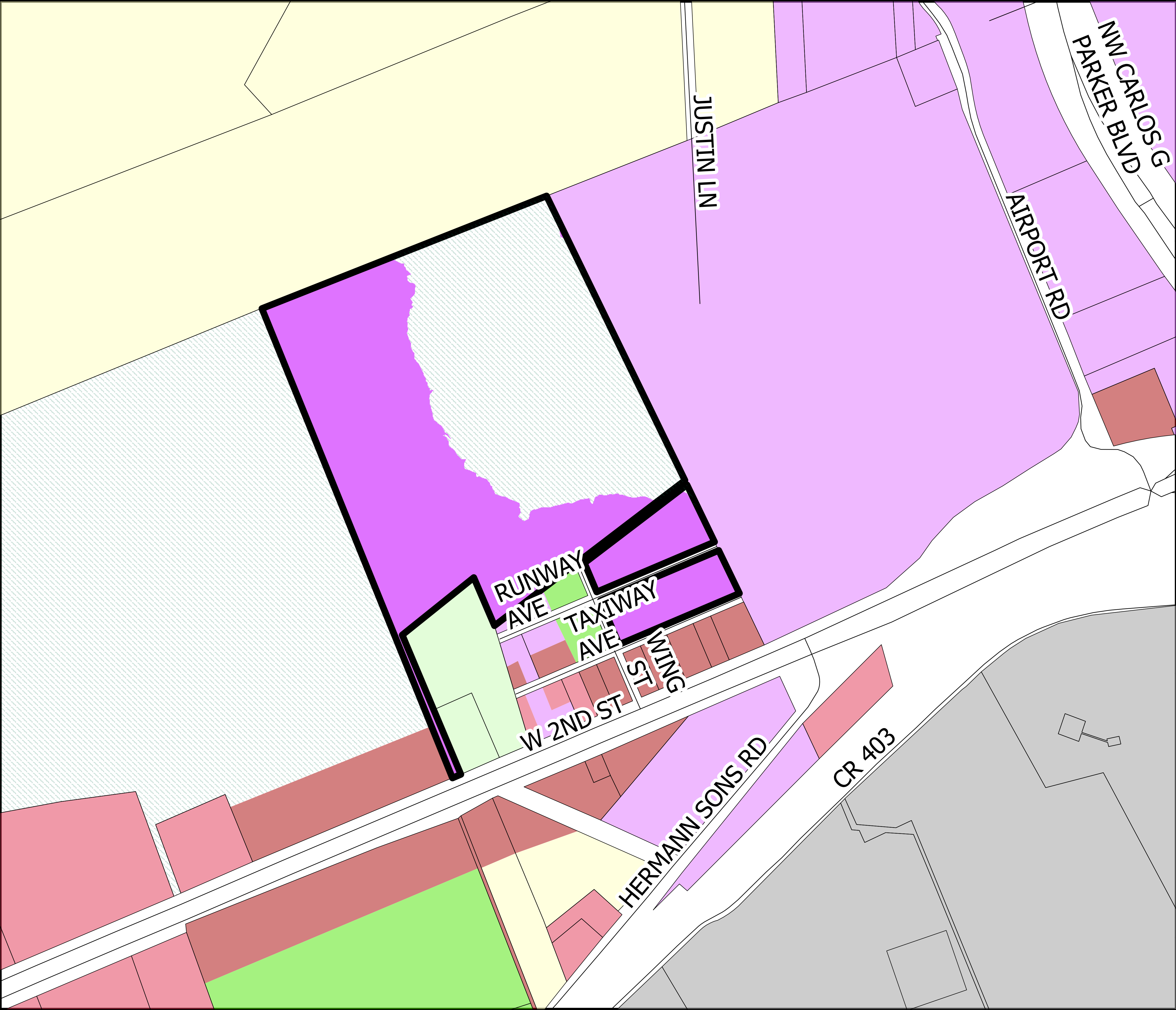
PZ-2022-1541

**Taylor Texas Holdings
Re-Zoning
Current Zoning Map
Approximately 75.29 Acres**

Legend

- | | |
|--------------------|----------------------------|
| ■ ETJ | ■ B-2 |
| ▬ Subject Property | ■ BP-2 Business Park 2 |
| □ Parcels | ■ M-1 Light Industrial |
| — Streets | ■ M-H Manufactured Housing |
| ZONING | ■ R-1 Single Family |
| ■ B-1 | ▨ R/A Rural Agriculture |



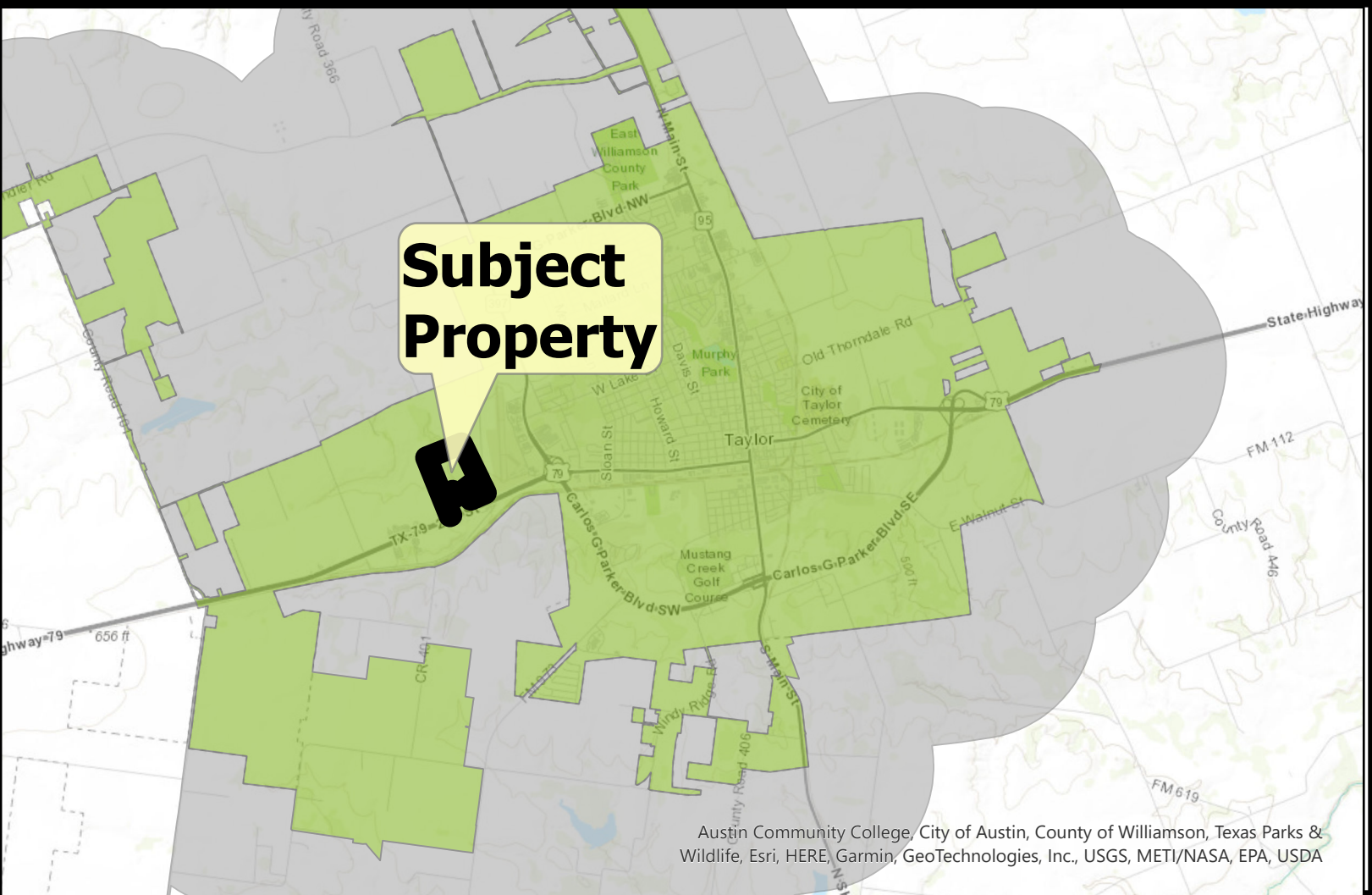


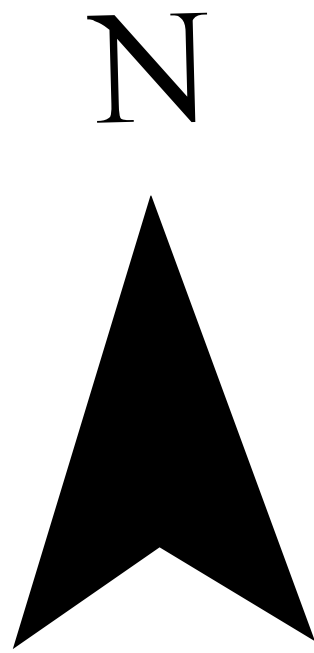
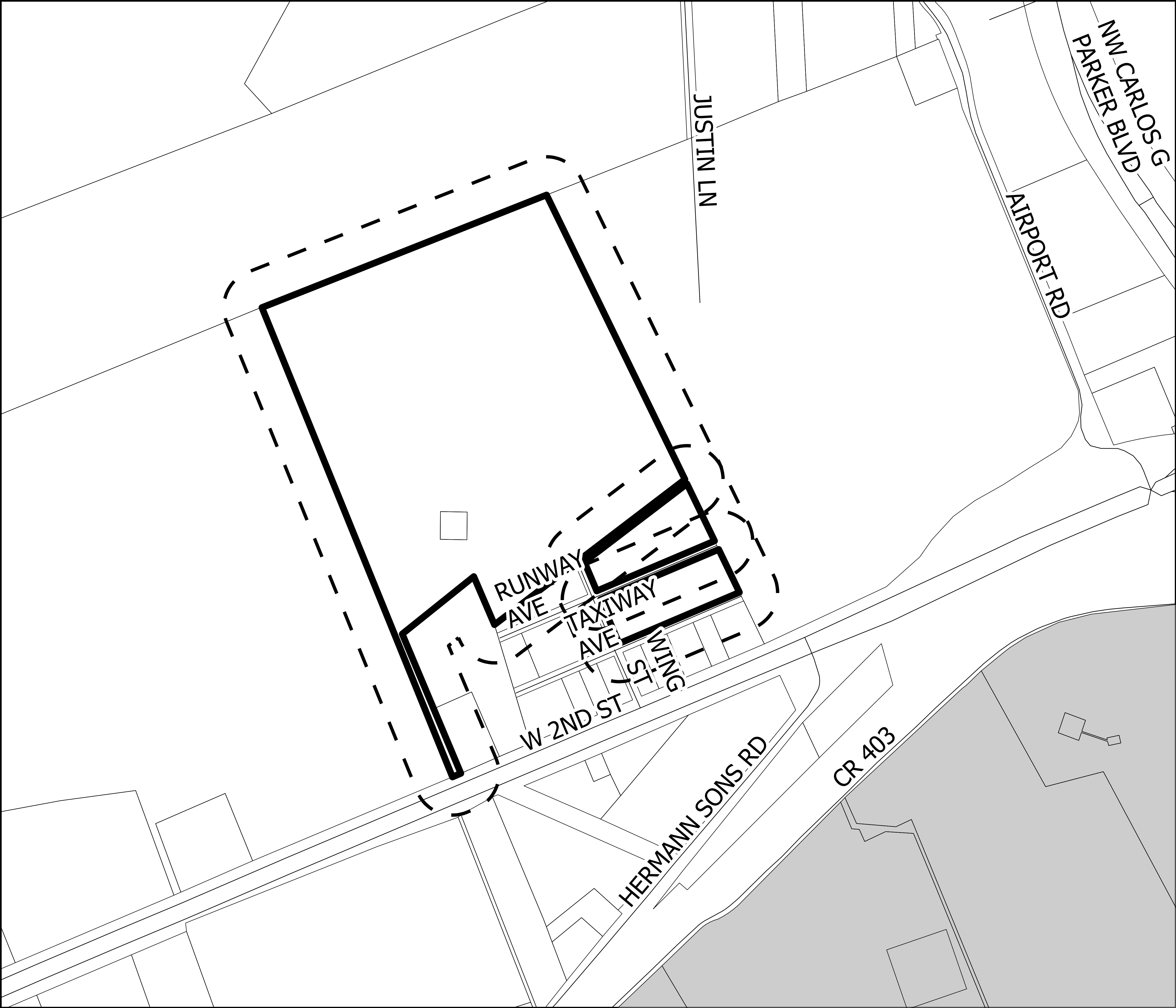
PZ-2022-1541

**Taylor Texas Holdings
Re-Zoning
Proposed Zoning Map
Approximately 75.29 Acres**

Legend

- | | |
|--------------------|----------------------------|
| ■ ETJ | ■ B-2 |
| ▬ Subject Property | ■ BP-2 Business Park 2 |
| □ Parcels | ■ M-1 Light Industrial |
| — Streets | ■ M-H Manufactured Housing |
| ZONING | ■ R-1 Single Family |
| ■ B-1 | ▨ R/A Rural Agriculture |





PZ-2022-1541

Taylor Texas Holdings
Re-Zoning
Notice Area Map
Approximately 75.29 Acres

Legend

- ETJ
- Subject Property
- 200 ft. Buffer
- Parcels
- Streets



ORDINANCE NO. 2022-38

AN ORDINANCE CHANGING THE ZONING OF PROPERTY DESCRIBED AS APPROXIMATELY 75.29 ACRES OF LAND, ADDRESSED AS 14501 AND 14511 US 79, MORE PARTICULARLY DESCRIBED BY WILLIAMSON CENTRAL APPRAISAL DISTRICT PARCELS R019338, R019992, R020101, AND R020102, FROM RURAL/AGRICULTURAL ZONING DISTRICT (R/A), MANUFACTURED HOUSING ZONING DISTRICT (MH), AND BUSINESS PARK DISTRICT 2 (BP-2) TO APPROXIMATELY 43.79 ACRES OF LIGHT INDUSTRIAL ZONING DISTRICT (M-1), AND APPROXIMATELY 31.50 ACRES OF RURAL/AGRICULTURAL ZONING DISTRICT (R/A), LEGALLY DESCRIBED AS LOTS 1-14, BLOCK 4 AND LOTS 1-15, BLOCK 5, JOHN O. BAKER SUBDIVISION AND PART OF AND OUT OF THE H.G. JOHNSON SURVEY, ABSTRACT NO. 348, TAYLOR, WILLIAMSON COUNTY, TEXAS; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF TAYLOR, TEXAS, TO SHOW THE ZONING CHANGE ADOPTED HEREIN; PROVIDING A SAVINGS CLAUSE.

WHEREAS, the Taylor City Council conducted a public hearing on September 22, 2022, to consider the request made by the applicant, whose property is legally described in Exhibit "A" attached hereto and incorporated by reference herein for all purposes ("Property"), to change the zoning for the Property from Rural/Agricultural Zoning District (R/A), Manufactured Housing Zoning District (MH), and Business Park District (BP-2), to approximately 43.79 acres as Light Industrial Zoning District (M-1), and approximately 31.50 acres as Rural/Agricultural Zoning District, and

WHEREAS, the Planning and Zoning Commission, after proper notice, conducted a public hearing on September 13, 2022, to consider the zoning request, and recommended approval of the zoning change to the City Council; and

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

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

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

SECTION 2. The zoning district of the Property is changed from Rural/Agricultural Zoning District (R/A), Manufactured Housing Zoning District (MH), and Business Park District (BP-2), to approximately 43.79 acres of Light Industrial Zoning District (M-1), and approximately 31.50 acres of Rural/Agricultural Zoning District (R/A).

SECTION 3. The Official Zoning map of the City of Taylor, Texas, is changed to show the Property zoning district changed from Rural/Agricultural Zoning District (R/A), Manufactured

Housing Zoning District (MH), and Business Park District (BP-2), to approximately 43.79 acres of Light Industrial Zoning District (M-1), and approximately 31.50 acres of Rural/Agricultural Zoning District (R/A) as shown in Exhibit “B” attached hereto for all purposes.

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

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

SECTION 6. In accordance with Article VIII of the City Charter, Ordinance 2022-38 was introduced before the Taylor City Council on the 22nd day of September 2022.

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

Brandt Rydell, Mayor

ATTEST:

Dianna McLean, City Clerk

APPROVED AS TO FORM:

Ted Hejl,
City Attorney

CERTIFICATE

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

I, Dianna McLean, being the current City Clerk of the City of Taylor, Texas, do hereby certify that the attached is a true and correct copy of Ordinance No. 2022-38, passed and approved by the City Council of the City of Taylor, Texas, on the _____ day of _____ 2022, and such Ordinance was duly introduced, passed, approved and adopted at meetings open to the public and notices of the meetings, giving the dates, places, and subject matter thereof, were posted as prescribed by Government Code Section 551.043.

Witness my hand and seal of office this _____ day of _____ 2022.

Dianna McLean
City Clerk

EXHIBIT A
(Legal Description)

HOLT CARSON, INCORPORATED

PROFESSIONAL LAND SURVEYORS

1904 FORTVIEW ROAD
AUSTIN, TX 78704
TELEPHONE: (512) 442-0990
FACSIMILE: (512) 442-1084

May 9, 2008

FIELD NOTE DESCRIPTION OF 69.28 ACRES OF LAND OUT OF THE H. G. JOHNSON SURVEY, ABSTRACT NO. 348, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN (70 ACRE) TRACT OF LAND AS CONVEYED TO THOMAS W. SCHOENROCK AND JOYCE Y. SCHOENROCK, AS TRUSTEES FOR THE THOMAS W. SCHOENROCK AND JOYCE Y. SCHOENROCK REVOCABLE LIVING TRUST, BY DEED RECORDED IN DOCUMENT NO. 2005013781 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 3" iron pipe found at the occupied Northwest corner of the H.G. Thompson Survey, Abstract No. 348 in Williamson County, Texas, same being an angle corner of that certain (290.77 acre) tract of land as conveyed to Prewitt Farms, Ltd. by deed recorded in Document No. 2007076169 of the Official Public Records of Williamson County, Texas, also being the Northwest corner of that certain (143.18 acre) tract of land as conveyed to Adolph Schoenrock by deed recorded in Volume 217, Page 512 of the Deed Records of Williamson County, Texas, and also being the Northwest corner of that certain (70 acre) tract of land as conveyed to Thomas W. Schoenrock and Joyce Y. Schoenrock, as trustees for the Thomas W. Schoenrock and Joyce Y. Schoenrock Revocable Living Trust by deed recorded in Document No. 2005013781 of the Official Public Records of Williamson County, Texas and the **PLACE OF BEGINNING** of the herein described tract.;

THENCE with the North line of said Schoenrock (143.18 acre) tract, same being the North line of said Schoenrock (70 acre) tract, **N 71 deg. 11'13" E 1600.88 ft.** to a 1" axle found at the base of an old cedar fence post, at the Northwest corner of that certain (120.355 acre) tract of land as conveyed to the City of Taylor by deed recorded in Volume 325, Page 284 of the Deed Records of Williamson County, Texas, same being the Northeast corner of said Schoenrock (143.18 acre) tract, also being the Northeast corner of said Schoenrock (70 acre) tract and the Northeast corner of the herein described;

THENCE with an East line of said Schoenrock (143.18 acre) tract and said Schoenrock (70 acre) tract, **S 23 deg. 20'00" E 1653.72 ft.** to a ½" iron rod set with a plastic cap imprinted "Holt Carson, Inc." at a Southeast angle corner of said Schoenrock (70 acre) tract, same being the Northeast corner of the John O. Baker Subdivision of part of the H.G. Johnson Survey, a subdivision in Williamson County, Texas, according to the map or plat thereof recorded in Cabinet A, Slide 289 of the Plat Records of Williamson County, Texas, from which a concrete monument found in the North right-of-way line of U.S. Highway No. 79 at the Southeast corner of said John O. Baker Subdivision bears, **S 23 deg. 08'51" E 958.00 ft.**;

THENCE with the North line of said John O. Baker Subdivision, same being a South line of said Schoenrock (70 acre) tract, **S 55 deg. 13'22" W 1255.80 ft.** to a thin wall ½" iron pipe found at the Northwest corner of said John O. Baker Subdivision, same being an angle corner in the East line of Lot 2, Amended Plat of the Amanda's Commercial Subdivision to the City of Taylor, Williamson County, Texas, a subdivision in Williamson County, Texas, according to the map or plat thereof recorded in Cabinet EE, Slide 12 of the Plat Records of Williamson County, Texas, from which a ½" iron pipe found in the North right-of-way line of U.S. Highway No. 79 at the Southwest corner of said John O. Baker Subdivision, same being the Southeast corner of said Lot 2, Amended Plat of the Amanda's Commercial Subdivision bears, **S 14 deg. 03'15" E 649.51 ft.**;

THENCE leaving the Northwest corner of said John O. Baker Subdivision with the East line of said Lot 2, Amended Plat of the Amanda's Commercial Subdivision, same being a West line of said Schoenrock (70 acre) tract, **N 23 deg. 17'44" W 266.66 ft.** to a thin wall ½" iron pipe found at the base of an old cedar fence post;

EXHIBIT A

THENCE with the North line of said Lot 2, Amended Plat of the Amanda's Commercial Subdivision, same being a Southerly line of said Schoenrock (70 acre) tract, **S 55 deg. 16'00"W 478.04 ft.** to a 3/4" iron rod set at the Northwest corner of said Lot 2, Amended Plat of the Amanda's Commercial Subdivision, same being an interior angle corner of said Schoenrock (70 acre) tract;

THENCE with the West line of said Lot 2, Amended Plat of the Amanda's Commercial Subdivision, **S 19 deg. 09'00" E** passing a 1/2" iron rod with a plastic cap imprinted RPLS 1433 at a distance of 436.40 ft. for the Northwest corner of Lot 1, same being the Southwest corner of Lot 2, both of the Amended Plat of the Amanda's Commercial Subdivision, continuing along said bearing for a total distance of **793.81 ft.** to a 1/2" iron rod set with a plastic cap imprinted "Holt Carson, Inc." in the North right-of-way line of U.S. Highway No. 79, same being a point in an Easterly line of said Schoenrock (70 acre) tract, for the most Southerly Southeast corner of the herein described tract, from which a 1/2" iron rod found with a plastic cap imprinted "RPLS 1433" at the Southwest corner of said Lot 1, Amended Plat of the Amanda's Commercial Subdivision bears, **S 19 deg. 09'00" E 2.59 ft.**, again from said 1/2" iron rod set with plastic cap imprinted "Holt Carson, Inc." a 3/8" iron rod found in the South right-of-way line of U.S. Highway No. 79 at the Northwest corner of that certain (4.61 acre) tract of land as conveyed to the Thomas & Grace Maxwell Family Partnership, LP by deed recorded in Document No. 2000038024 of the Official Public Records of Williamson County, Texas, same being the Northeast corner of that certain (0.60 acre) tract of land as conveyed to Anthony S. Smith by deed recorded in Document No. 1997033862 of the Official Public Records of Williamson County, Texas, bears, **S 18 deg. 52'38" E 200.39 ft.** and from said 3/8" iron rod found a 3/8" iron rod found at the Southwest corner of said Smith (0.60 acre) tract bears, **S 19 deg. 28'47" E 1068.07 ft.**;

THENCE with the North right-of-way line of U.S. Highway No. 79, **S 69 deg. 35'00" W 20.00 ft.** to a 1/2" iron rod set with a plastic cap imprinted "Holt Carson, Inc." on or near the West line of said Schoenrock (143.18 acre) tract, same being on or near the West line of said Schoenrock (70 acre) tract for the Southwest corner of the herein described tract, from which a 1/2" iron rod found in the South right-of-way line of U.S. Highway No. 79, at the Northwest corner of said Smith (0.60 acre) tract bears, **S 18 deg. 20'02" E 200.34 ft.**, and from said 1/2" iron rod found a 1/2" iron pipe found on or near the West line of said Schoenrock (143.18 acre) tract, same being the on or near the West line of said Schoenrock (70 acre) tract, bears, **S 19 deg. 23'31" E 1079.05 ft.**;

THENCE leaving the North right-of-way line of U.S. Highway No. 79 with the West line of said Schoenrock (143.18 acre) tract, same being the West line of said Schoenrock (70 acre) tract which deviates from the East line of said Prewitt Farms, Ltd. (290.77 acre) tract the following three (3) courses:

- 1.) **N 19 deg. 01'20" W 2170.67 ft.** to a 1/2" iron rod set with a plastic cap imprinted "Holt Carson, Inc.";
- 2.) **S 71 deg. 11'13" W 13.00 ft.** to a 1/2" iron rod set with a plastic cap imprinted "Holt Carson, Inc.";
- 3.) **N 19 deg. 39'00" W 483.00 ft.** to the **PLACE OF BEGINNING** containing **69.28 acres** of land.

SURVEYED: May 9th, 2008

Holt Carson
Holt Carson

Registered Professional Land Surveyor No. 5166



see accompanying map: B 817002

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS 2008053881

Nancy E. Rister

07/10/2008 11:04 AM

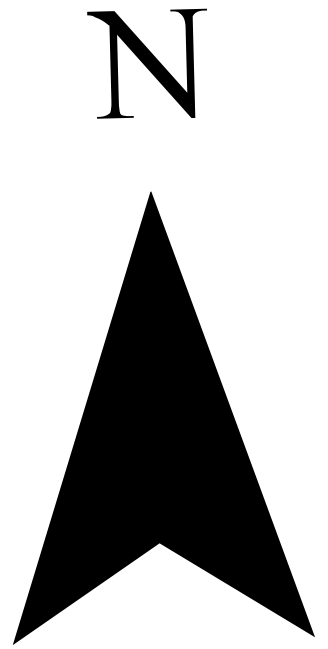
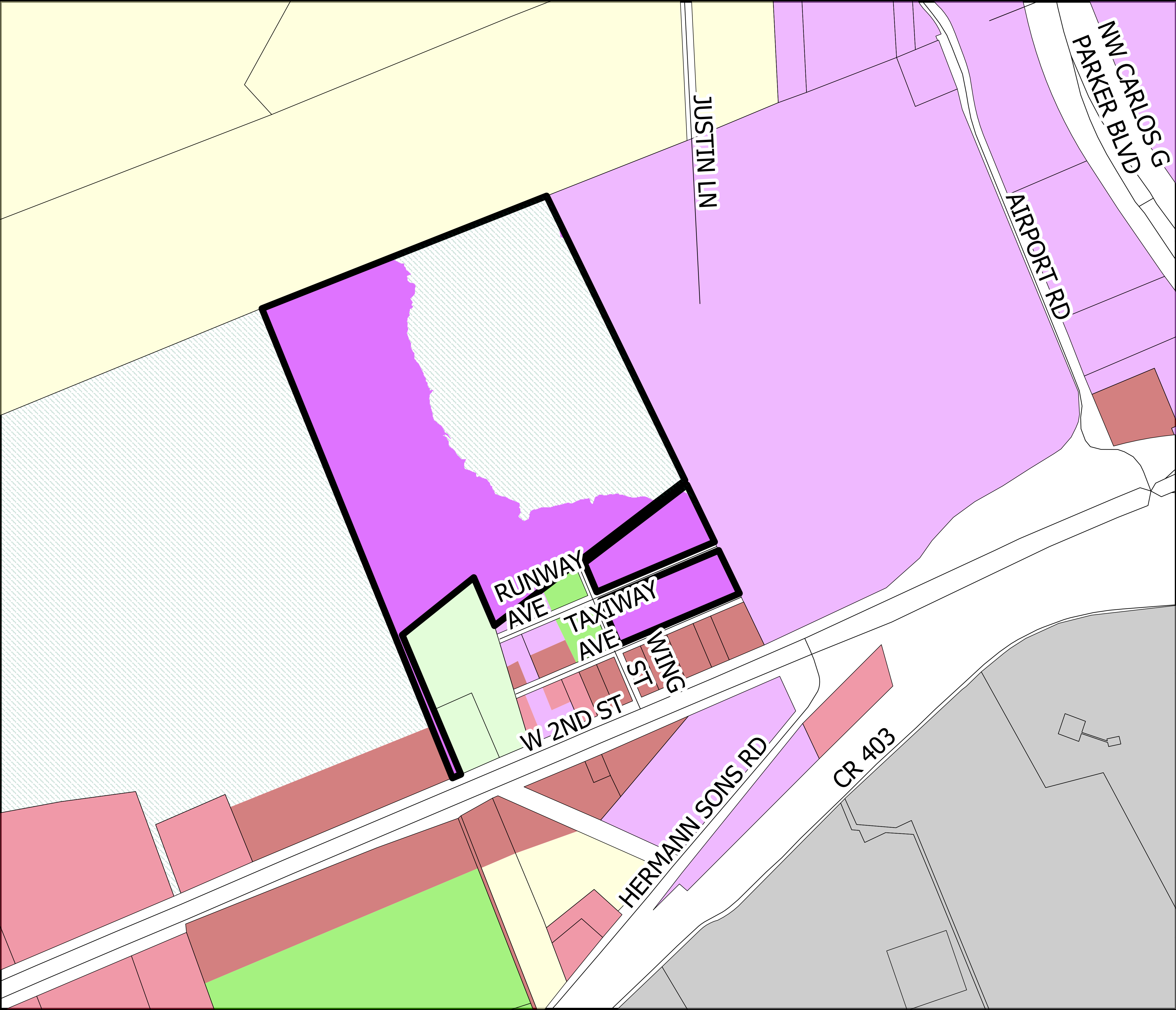
SURRATT \$32.00

NANCY E. RISTER, COUNTY CLERK

WILLIAMSON COUNTY, TEXAS

Exhibit A (Page 2)

A tract of land described as Lots One (1) to Fourteen (14), both inclusive, in block Four (4); and Lots One (1) to Fifteen (15), both inclusive, in block Five (5), of the John O. Baker Subdivision of 23.42 acres out of the H.B. Johnson Survey, Abstract No. 348, in Williamson County, Texas as recorded in Book 2, Page 135, Plat Records of Williamson County, Texas, filed February 19, 1959, SUBJECT to all valid easements and restrictions of record, and being the same property described as Lots One (1) to Fourteen (14), both inclusive, in block Four (4); and Lots One (1) to Fifteen (15), both inclusive, in block Five (5), of the John O. Baker Subdivision, a subdivision in the City of Taylor, Williamson County, Texas according to the map or plat thereof recorded in Cabinet A, Slide 289, Plat Records, Williamson County, Texas; together with all the Seller's right, title, and interest in all appurtenances including, but not limited to, strips between the above described property and abutting properties and in any street, highway, alley, easement or right-of-way, existing or proposed on or adjacent to the described real property.

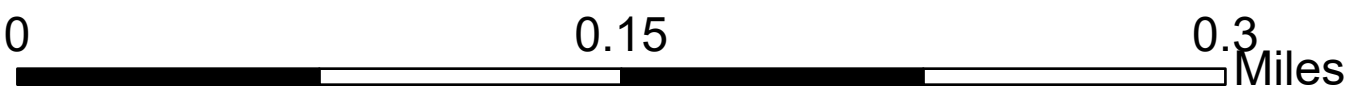
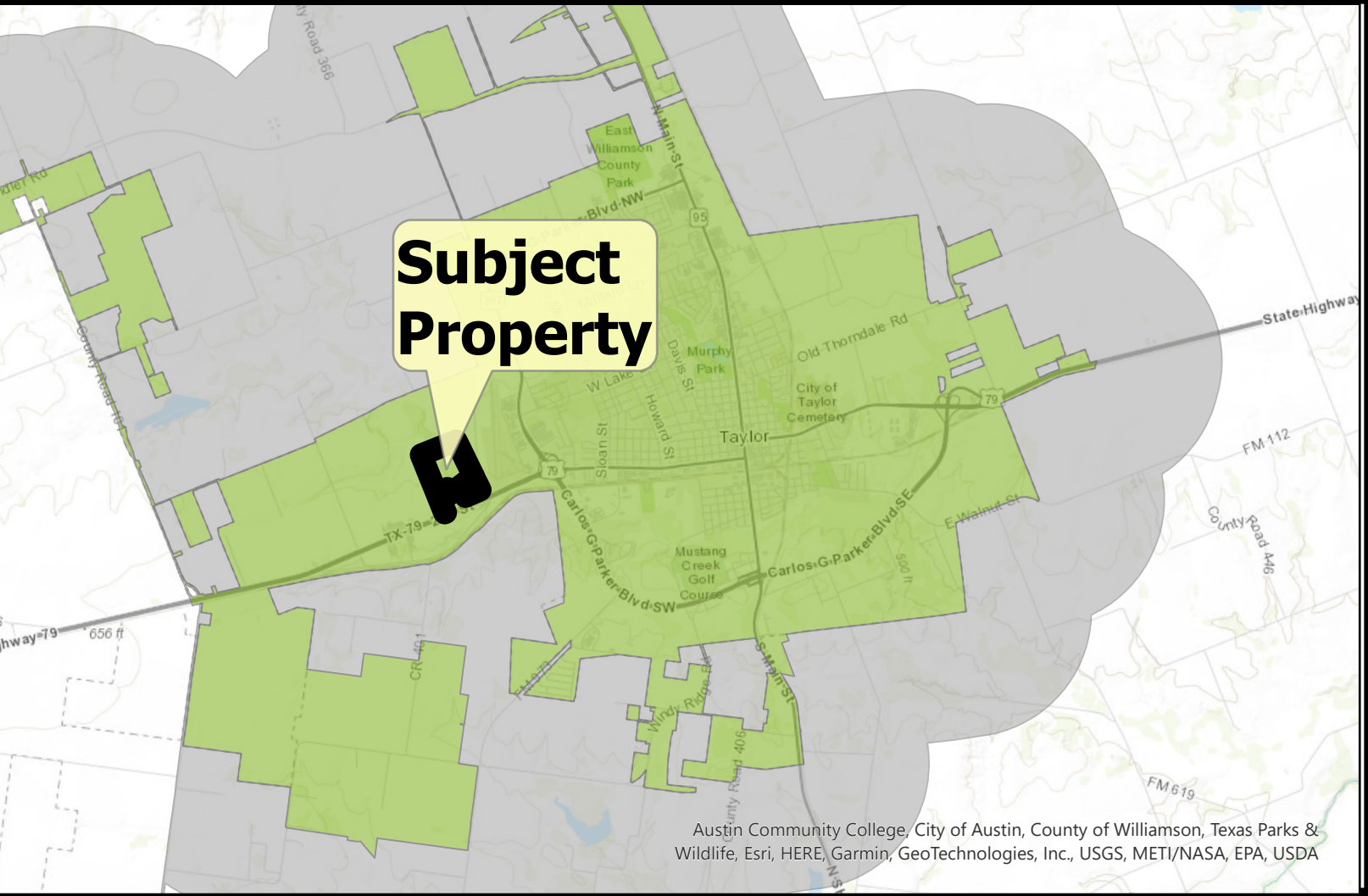


PZ-2022-1541

**Taylor Texas Holdings
Re-Zoning
Proposed Zoning Map
Approximately 75.29 Acres**

Legend

- | | |
|--------------------|----------------------------|
| ■ ETJ | ■ B-2 |
| ▬ Subject Property | ■ BP-2 Business Park 2 |
| □ Parcels | ■ M-1 Light Industrial |
| — Streets | ■ M-H Manufactured Housing |
| ZONING | ■ R-1 Single Family |
| ■ B-1 | ▨ R/A Rural Agriculture |



City of Taylor City Council Meeting

September 22, 2022



PZ-2022-1541

Zoning Map Amendment
Taylor Texas Holdings

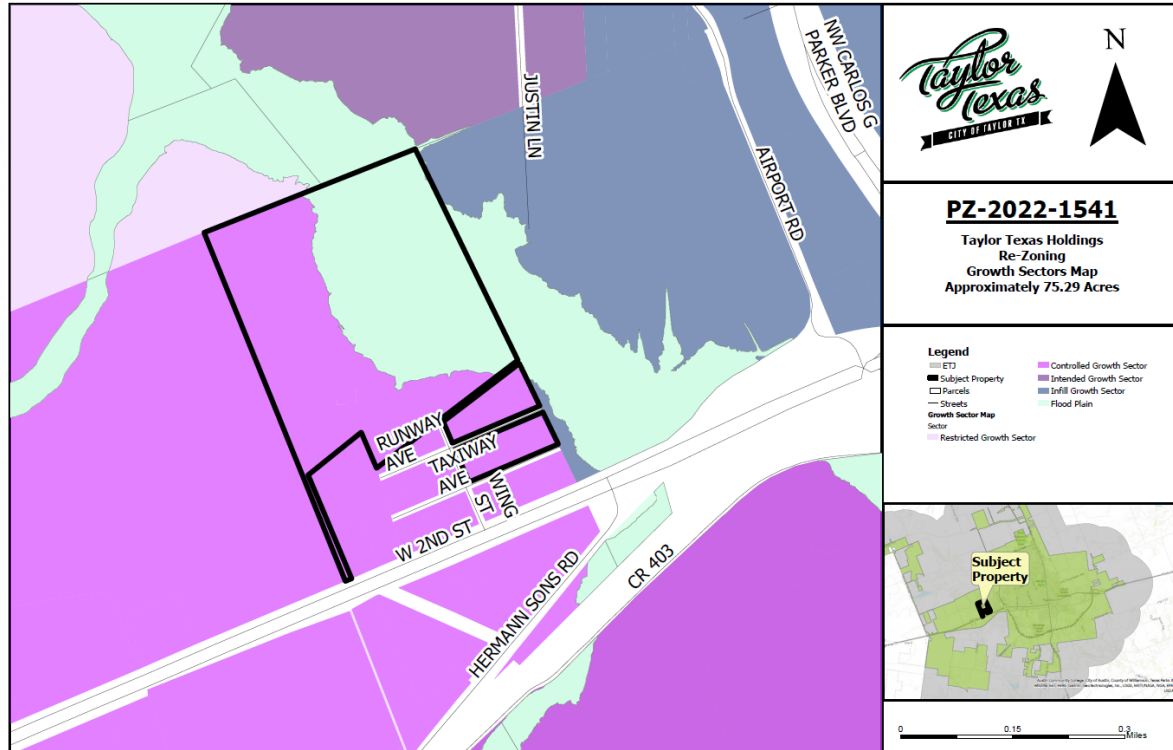
Location Map

Address: 14501 and 14511 US 79

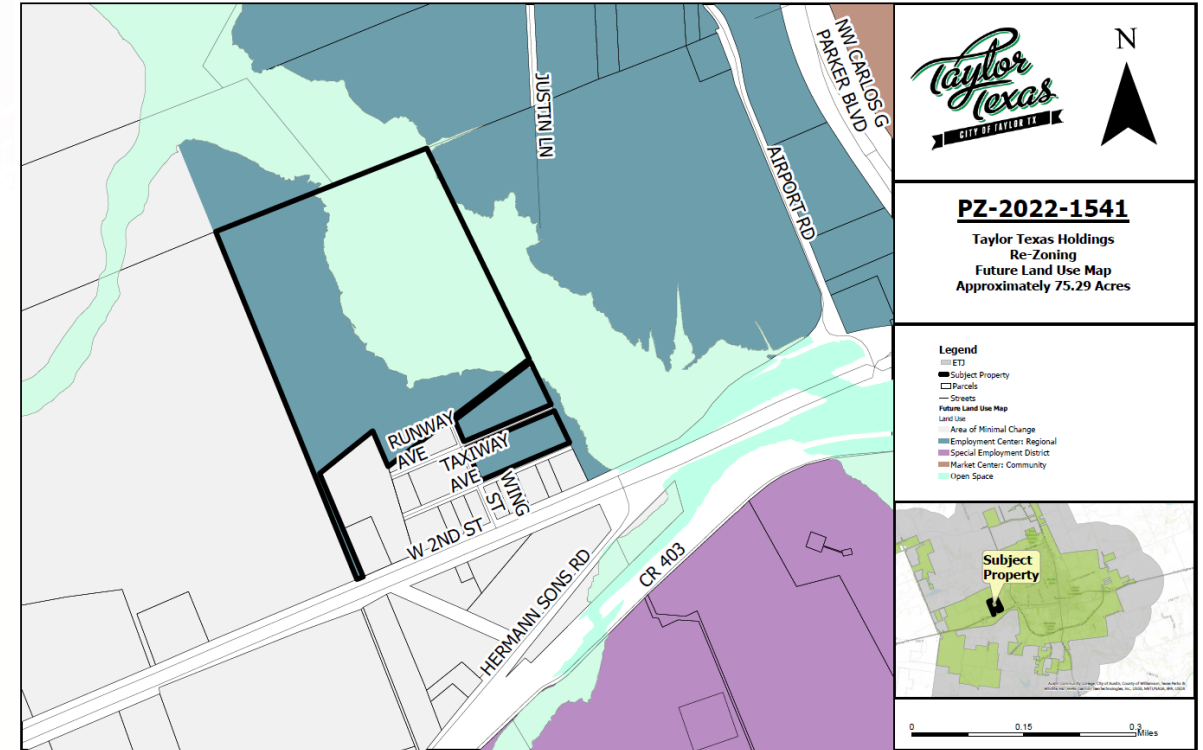
Acreage: ~75.29 acres



Growth Sectors & Future Land Use Maps

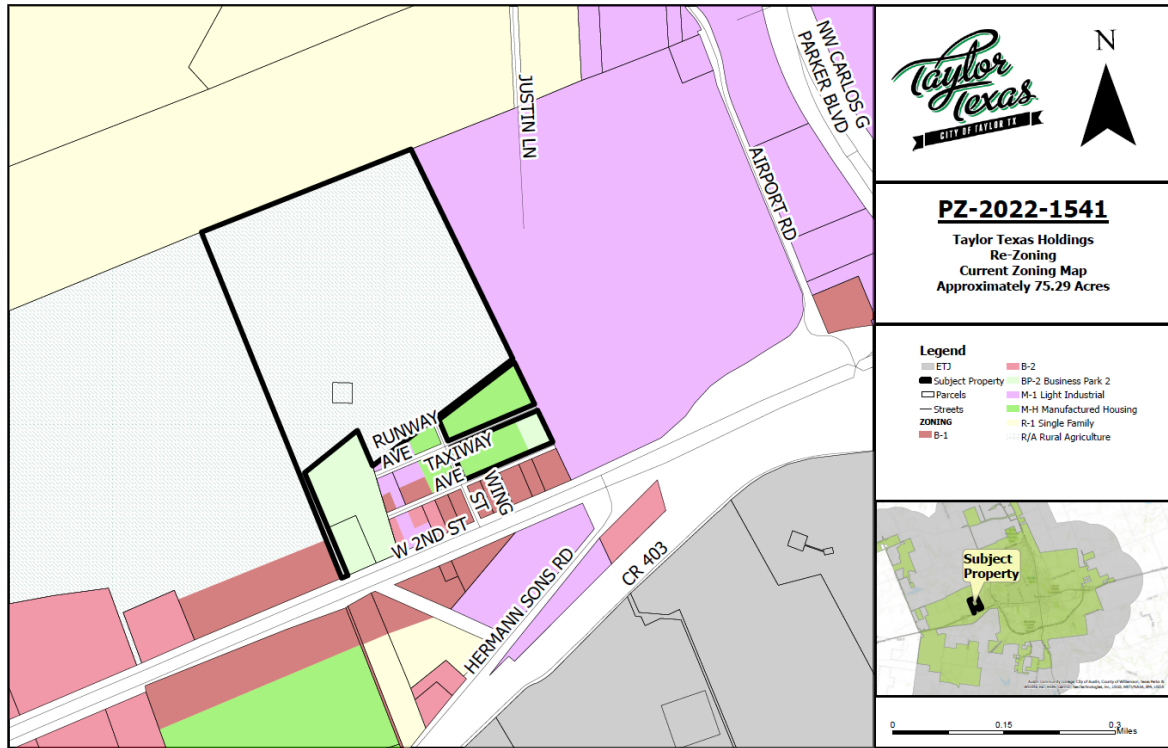


Controlled Growth Sector

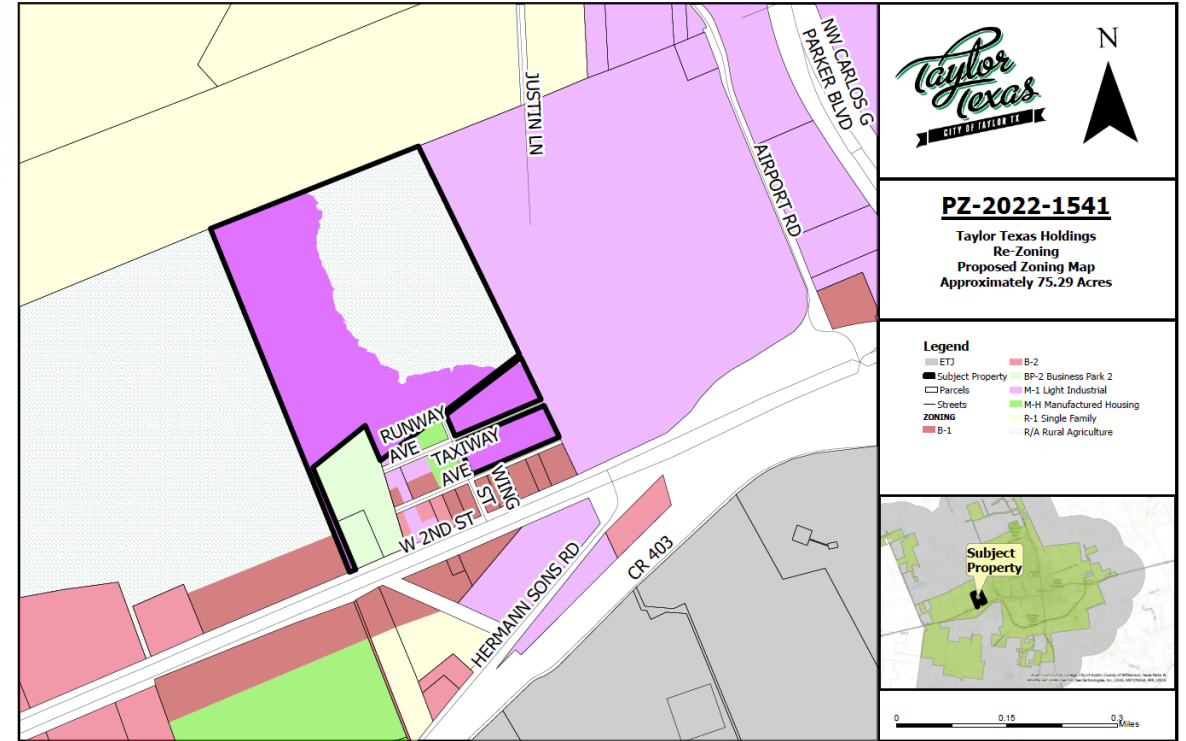


Employment Center: Regional

Current & Proposed Zoning Maps



Rural/Agricultural (R/A), Manufactured Housing (MH),
and Business Park District 2 (BP-2)



Light Industrial (M-1) and Rural/Agricultural (R/A)

Proposed: approximately 43.79 acres to Light Industrial (M-1) and approximately 31.50 acres as Rural/Agricultural

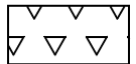
Proposed: approximately 43.79 acres to Light Industrial (M-1) and approximately 31.50 acres as Rural/Agricultural



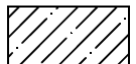
34.948 ACRES FROM R/A TO M-1 (LIGHT MANUFACTURING)



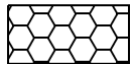
31.407 ACRES FROM R/A TO R/A (OPEN SPACE/FLOODPLAIN)



0.097 ACRES FROM M-H TO R/A (OPEN SPACE/FLOODPLAIN)



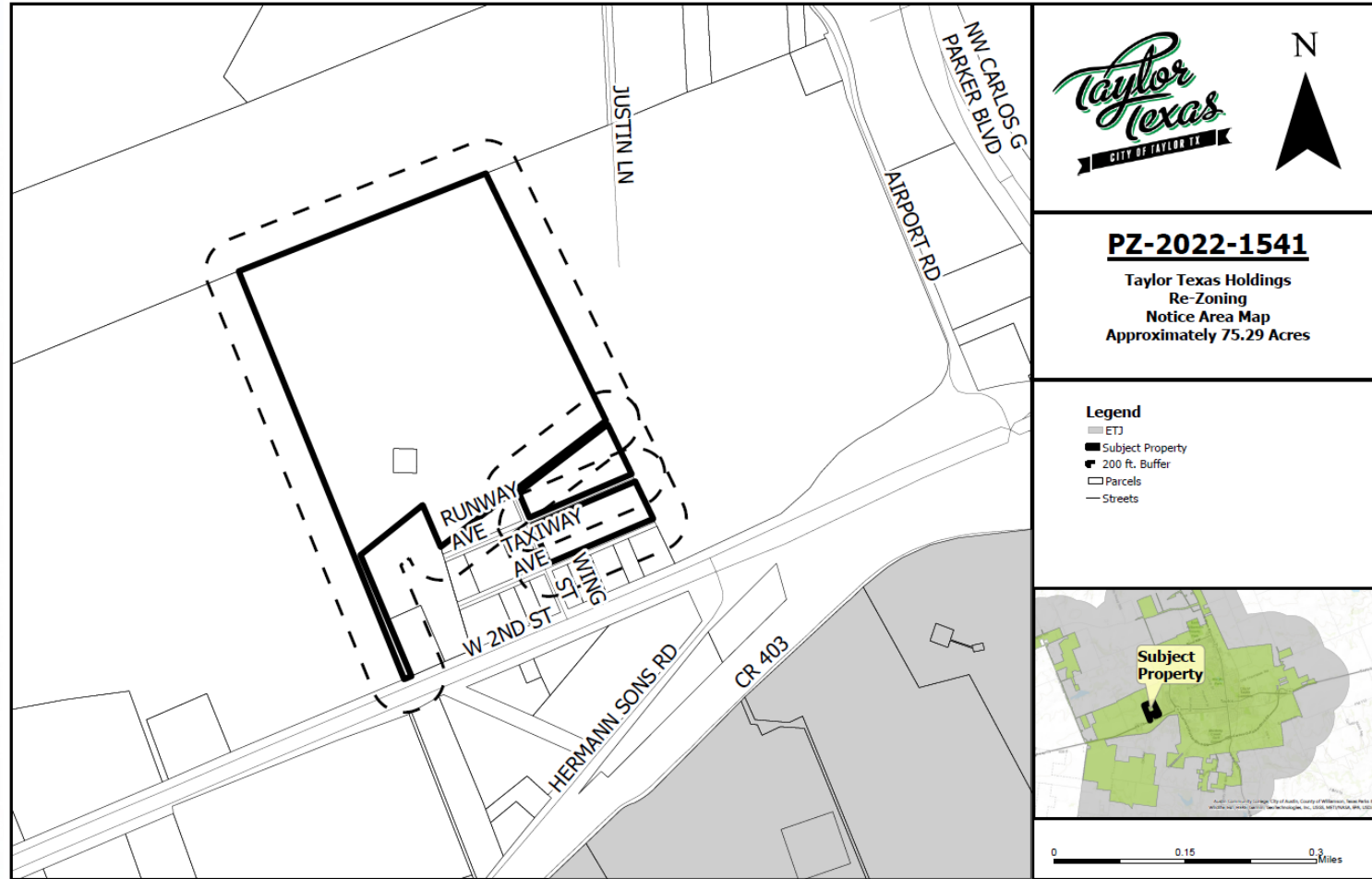
7.810 ACRES FROM M-H TO M-1 (LIGHT MANUFACTURING)



1.028 ACRES FROM BP-2 TO M-1 (LIGHT MANUFACTURING)



Notice Area Map



- 14 notices were sent out to adjacent property owners within 200 ft. of the subject property and public entities.
- Staff received 0 responses from the notified parties.

Staff Recommendation

Staff recommends approval of the proposed Zoning Map Amendment request as it meets the intent of the Comprehensive Plan.



City Council Meeting October 13, 2022 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 7

Agenda Title: Consider Ordinance 2022-41, modifying portions of the Food Sanitation Regulations

Council Action to be taken: Consider Ordinance

Department Submitted: City Management

Staff Contact: Jeff Jenkins, Deputy City Manager

1. PURPOSE/DESCRIPTION

Consider adoption of ordinance on Food Sanitation Regulations.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

Staff was contacted by Lori Murphy, Environmental Health Director for the Health District, about a possible modification to the City code, specifically contained within Ordinance 2003-14 regulating food sanitation regulations.

The ordinance for the City of Taylor has one area within the ordinance the Health District would like Council to consider modifying.

Section 8 first talks about the guidelines for enforcement of rules in an establishment that earns more than thirty (30) demerits on multiple inspections during a twelve (12) month period. In the first bullet point it talks about First failure:

- First failure- After first failure, a follow up inspection will occur within (two) working days of the failed inspection. If a failure occurs on the follow-up inspection, an “Unsatisfactory” placard shall be posted on the front door or window and shall not be covered from sight, defiled, or removed until an inspection is performed earning thirty (30) or fewer demerits.

The District has requested we change this policy similar to this:

- First failure. “UNSATISFACTORY” placard shall be posted on front door or window and shall not be covered from sight, defiled, or removed until an

inspection is performed earning thirty (30) or fewer demerits. The follow-up inspection will occur within (two) working days of the failed inspection.

The change would state on the first failure that the placard be placed on the facility. A couple of reasons for this requested change are the following:

- This would be consistent with other Williamson County communities as Georgetown, Leander, Cedar Park, Round Rock and Hutto require posting the placard after the first failure.
- This “placard-while-open” procedure assures that the business can remain open despite the single bad day’s performance, but that immunocompromised customers who may choose to dine there before the reassessment are able to make an informed decision to protect their own health.
- The 1st time failing notice is required to notify their customers via a placard that their conditions are currently “unsatisfactory”. WCCHD comes back within 2 days to reinspect and will remove the sign when the business passes the reinspection.
- The Taylor ordinance follows, after the first step, the other ordinances on enforcement and would not need other modifications.

At the September 8th City Council meeting Council gave direction to move forward with making modifications to the posting of the placard on the first unsatisfactory inspection and changing the references to the state code within the ordinance, as this state code has been moved from the 25 TAC Section 229 to 25 TAC Section 228.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• Consistency with the rules in the rest of the County • Allows business to remain open, but gives notice to customers with immunocompromised conditions	• NA

4. RECOMMENDATION

Introduce the ordinance.

5. FUNDING SOURCE

NA

6. TIMELINE

Introduce ordinance on September 22nd

Final reading October 13th

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

NA

8. ATTACHMENTS

7a. [2003-14 Ordinance current ordinance](#)

7b. [Ordinance 2022-41](#)

ORDINANCE NO. 2003-14

FOOD SANITATION REGULATIONS

AN ORDINANCE REGARDING THE REGULATION OF FOOD ESTABLISHMENTS INCLUDING FOOD SERVICE ESTABLISHMENTS; RETAIL FOOD STORES; TEMPORARY FOOD ESTABLISHMENTS; MOBILE FOOD UNITS; AND ROADSIDE FOOD VENDORS, PROVIDING A REAPLER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF FIVE HUNDRED DOLLARS (\$500.00) FOR EACH OFFENSE, EXCEPT WHERE A DIFFERENT PENALTY HAS BEEN ESTABLISHED BY STATE LAW FOR SUCH OFFENSE, OR FOR ANY VIOLATION OF ANY PROVISION WHICH GOVERNS PUBLIC HEALTH OR SANITATION WHICH SHALL BE PUNISHED BY PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE AND PROVIDE FOR PUBLICATION

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

SECTION 1. ADOPTION OF TEXAS FOOD ESTABLISHMENT RULES AND DEFINITIONS

The City of Taylor adopts by reference the provisions of the current rules or rules as amended by the Texas Board of Health found in 25 Texas Administrative Code, Chapter 229, Sections 161 through 171 and Sections 173 through 175 regarding the regulation of food establishment in this jurisdiction.

The words “authorized agent or employee” mean the designated employees of the regulatory authority.

The words “City Council” mean the Taylor City Council.

The words “food establishment” mean an operation that stores, prepares, packages, serves, or otherwise provides food for human consumption such as a: food service establishment, retail food store, catering operation, institution, temporary food establishment, mobile food unit, and/or a roadside food vendor

The words “food handler” mean any person in a food establishment who handles food or drink during preparation or serving; or who comes in contact with any eating or cooking utensils; or who is employed in an area where food or drink is prepared, served, transferred, stored, packed, sold, or otherwise handled.

The words “health official” mean the authorized representative of the Williamson County and Cities Health District (WCCHD).

The words “state laws and rules” mean the state laws found in Chapter 437 of the Texas Health and Safety Code and the state rules found at 25 Texas Administrative Code Chapter 229, Sections 161 through 171 and Sections 173 through 175.

The words “regulatory authority” mean the WCCHD.

The words “working days” mean the days that WCCHD is open to conduct business with the public.

SECTION 2. PERMITS

A person may not operate a food establishment without a permit issued by WCCHD. Permits are not transferable from one person to another or from one location to another location, except as otherwise permitted by this ordinance. All permits expire on December 31 each year. A valid permit must be posted in or on every food establishment regulated by this ordinance.

SECTION 3. APPLICATION FOR PERMIT AND FEES

Any person desiring to operate a food establishment must make a written application for a permit on forms provided by WCCHD. The application must contain the name and address of each applicant, the location and type of the proposed food establishment and the applicable fee. An incomplete application will not be accepted. Failure to provide all required information, or falsifying information required may result in denial or revocation of the permit. Renewals of permits are required on an annual basis and the same information is required for a renewal permit as for an initial permit.

Prior to the approval of an initial permit or the renewal of an existing permit, WCCHD shall inspect the proposed food establishment to determine compliance with state laws and rules. A food establishment that does not comply with state laws and rules may be denied a permit or the renewal of a permit.

The following fee schedule applies to permits issued under this ordinance:

FOOD ESTABLISHMENTS:

<u>NO. OF EMPLOYEES</u>	<u>FEES</u>
1 – 15	\$150.00
6 – 30	\$250.00
31 +	\$300.00
½ of application fee due after June 30	

ADDITIONAL INSPECTION FEES:

\$75.00 – each additional inspection increases by \$25.00 and is cumulative

DAYCARES:

<u>LICENSED NO. OF CHILDREN</u>	<u>FEES</u>
13 – 40	\$150.00
41 – 100	\$250.00
101 +	\$300.00

MOBILE FOOD UNITS:

1 st Unit	\$100.00
Each Additional	\$ 75.00

SANITATION INSPECTION:

Includes daycares with fewer than thirteen (13) children, daycares with more than twelve (12) children but no food preparation, foster/adoptive homes -- \$60.00

FOOD HANDLER CLASSES:

\$10.00 – One year card (all new employees & Train the Trainer)

\$15.00 – Two year card

REMOTE CLASS, new establishments:

\$50.00 + card fee per person

(between :9:00 am and 4:00 pm Monday through Friday,
minimum fifty (50) students)

TRAIN THE TRAINER CLASS: \$25.00

TRAIN THE TRAINER VIDEO: \$25.00

SEASONAL PERMITS : Valid for six months - \$60.00

CHANGE OF NAME / OWNERSHIP: \$25.00

ESTABLISHMENT PLAN REVIEW:

\$125.00 - includes actual plan review and two pre-opening inspections

\$ 60.00 – each additional pre-opening inspection

PERMIT REINSTATEMENT FEE AFTER SUSPENSION: \$100.00

SECTION 4. REVIEW OF PLANS

Whenever a food establishment is constructed or extensively remodeled and whenever an existing structure is converted to use as a food establishment, properly prepared plans and specifications for such construction, remodeling or conversion shall be submitted to WCCHD for review before work is begun. Extensive remodeling means that twenty (20) percent or greater of the area of the food establishment is to be remodeled. The plans and specifications shall indicate the proposed layout, equipment arrangement, mechanical plans and construction of materials of work areas, and the type and model of proposed fixed equipment and facilities. The plans and specifications will be approved by WCCHD if they meet the requirements of the rules adopted by this ordinance. The approved plans and specifications must be followed in construction, remodeling or conversion.

SECTION 5. REGISTRATION OF FOOD HANDLERS

It shall hereafter be unlawful for any person operating any food establishment, to work or employ a food handler until such food handler has received a food handler's registration certificate from the WCCHD that is valid during the time of such employment.

1. Issuance of registration certificates and payment of fees – WCCHD shall issue food handler's registration certificates to food handlers who attend a food handler's class offered

throughout the county, or who satisfactorily pass a test from a “trainer” that became certified through this office.

2. Education and examination of applicant – No food handler’s registration card shall be issued by WCCHD to any person required by law or by this article to have or exhibit such certificate until the applicant shall have met the following requirements:
 - a. Complete a class in basic food sanitation. The schedule, time and location of class sites will be announced by the Director, Environmental Division, WCCHD. The primary emphasis of this orientation will be directed toward the food workers’ sanitation practices and behavior when working in a food establishment. It will be the responsibility of the person in charge of the food establishment to ensure that safe food practices are in use at all times.
 - b. Complete a “train the trainer” class. Food establishments who wish to train their own food handlers may do so after meeting the following conditions:
 - A food establishment employee must complete a two (2) hour “train the trainer” class. They may then train their own employees on site and administer the test supplied by WCCHD to their employees, or
 - A food establishment employee who is certified to TEACH the Texas state certified Food Protection Management class must submit an outline of the class they will be teaching and a copy of the test to be given the employees after the class is completed at their site.
 - c. WCCHD reserves the right to suspend this option as a method for obtaining food handler cards
3. Display of food handler cards – Upon completion of the prescribed orientation and the necessary administrative processing, each individual will be issued a food handler’s card that will be posted at the place of employment in a location readily accessible to the health official for verification.
4. Managers and supervisory personnel – Managers, assistant managers, and shift supervisors who have completed the Texas state certified Food Protection Managers course will not be required to obtain a food handler’s card from WCCHD, but must post their certification from the state with the employee’s cards.

Issuance and effective period of food handler’s cards – After the above has been accomplished, the applicant shall thereupon be issued a food handler’s registration certificate by WCCHD, which shall be valid for the time period stipulated on the certificate.

SECTION 6. SUSPENSION OF A PERMIT

WCCHD may, without warning, notice, or hearing suspend any permit to operate a food establishment if the operation of the food establishment constitutes an imminent hazard to public health. Suspension is effective upon service of the notice in writing to the person in charge. When a permit is suspended, food operations shall immediately cease. Whenever a permit is suspended,

the holder of the permit shall be afforded an opportunity for a hearing within five (5) working days of a request for a hearing.

Whenever a permit is suspended, the holder of the permit or the person in charge shall be notified in writing that the permit is, upon service of the notice, immediately suspended and that an opportunity for a hearing will be provided if a written request for a hearing is filed with the hearing officer by the holder of the permit within five (5) working days. If no written request for hearing is filed within five days, the suspension is sustained. WCCHD may end the suspension at any time if reasons for suspension no longer exist.

SECTION 7. REVOCATION OF A PERMIT

The regulatory authority may, after providing opportunity for a hearing, revoke a permit for serious or repeated violations of any of the requirements of these rules or for interference with the regulatory authority in the performance of its duties. Prior to revocation, the regulatory authority shall notify the holder of the permit or the person in charge, in writing, of the reason for which the permit is subject to revocation and that the permit shall be revoked at the end of the five (5) working days following service of such notice unless a written request for a hearing is filed with the regulatory authority by the holder of the permit within such five (5) day period.

If no request for hearing is filed within the five (5) day period, the revocation of the permit becomes final.

SECTION 8. ENFORCEMENT OF ORDINANCE

Food establishments shall be inspected a determined number of times during a calendar year according to risk factors set by the TDH. High-risk establishments, that prepare and serve potentially hazardous food and/or serve a highly susceptible population, shall be inspected a minimum of four (4) times a calendar year. Establishments that serve only prepackaged, non-potentially hazardous foods shall be inspected a minimum of two (2) times a calendar year.

Additional inspections of food establishments shall be performed as deemed necessary to protect against public health hazards or nuisances. Additional fees are charged to the establishment for these visits. Visits associated with unsubstantiated complaints received by this office will not require an additional fee.

Following are guidelines for enforcement of these rules in an establishment that earns more than thirty (30) demerits on multiple inspections during a twelve (12) month period:

- First failure – After first failure, a follow-up inspection will occur within (two) working days of the failed inspection. If a failure occurs on the follow-up inspection, an “UNSATISFACTORY” placard shall be posted on front door or window and shall not be covered from sight, defiled, or removed until an inspection is performed earning thirty (30) or fewer demerits.
- Second failure within twelve (12) months of first failure an “UNSATISFACTORY” placard shall be posted on front door or window and shall not be covered from sight, defiled, or removed until an inspection is performed earning thirty (30) or fewer demerits. The permit

shall be suspended and the operations of the establishment shall cease immediately. The establishment shall remain closed for a minimum of forty-eight (48) hours and fulfill the following requirements before reopening:

1. The management of the establishment must meet with and submit a written plan of action to the Director of the Environmental Division or his appointee. The plan of action shall address critical violations of the previously failed inspections.
 2. A reinstatement fee of one hundred (\$100.00) dollars will be paid to the WCCHD Environmental Division located at 303 Main, Georgetown, TX, 78626.
 3. A follow-up inspection will be conducted within one working day of fulfillment of the requirements listed under 1 and 2 above.
 4. The establishment shall be placed on a thirty (30) day inspection schedule until two (2) consecutive inspections result in a score of thirty (30) or fewer demerits.
- Third failure within twelve (12) months of first failure – “UNSATISFACTORY” placard shall remain/be posted on front door or window and shall not be covered from sight, defiled, or removed. The person in charge shall be notified in writing of the intent of WCCHD to permanently revoke their permit.

SECTION 9. PENALTIES

Any person, firm, corporation or any entity violating any of the provisions or terms of this Ordinance shall be guilty of a misdemeanor and upon conviction in the Municipal Court of Taylor, Texas, shall be subjected to a fine not to exceed the sum of Five Hundred Dollars (\$500.00) for each offense, except where a different penalty has been established by state law for such offense, and for any violation of any provision which governs public health or sanitation, which shall be punished by a penalty of fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense; and each and every day such violation is continued shall be deemed to constitute a separate offense.

SECTION 10. REPEALING CLAUSE

All ordinances and parts of ordinances in conflict with this Ordinance are hereby expressly repealed in so far as the same are in conflict with this Ordinance.

SECTION 11. SEVERABILITY

If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 12. PUBLICATION

The City Clerk is hereby authorized and directed to publish the caption of this Ordinance in the manner and for the length to time prescribed by law.

SECTION 13. INTRODUCTION

In accordance with Article 8 of the City Charter, Ordinance No. 2003-14 was introduced before the Taylor City Council on the 25th day of March, 2003.

PASSED, APPROVED and ADOPTED on the _____ day of _____ 2003.

Jeffrey M. Berger, Mayor

ATTEST:

Barbara S. Belz, City Clerk

ORDINANCE NO. 2022-41

AN AMENDMENT TO ORDINANCE NO. 2003-14 AND THE TAYLOR CITY CODE, CHAPTER 14, LICENSES, PERMITS AND BUSINESS REGULATIONS, AMENDING SECTIONS 14-11 AND 14-18; PROVIDING A REPEALER CLAUSE; AND PROVIDING A SAVINGS CLAUSE.

WHEREAS, the City adopted Ordinance Number 2003-14 establishing food sanitation regulations for the City of Taylor, Texas;

WHEREAS, Ordinance 2003-14 was codified in the Taylor City Code under Chapter 14, Licenses, Permits and Business Regulations; and

WHEREAS, the City Council desires to amend the Taylor City Code, Chapter 14, Licenses, Permits and Business Regulations, by amending Sections 14-11, "Adoption of Texas food establishment rules and definitions" and 14-18, "Enforcement of article," as set forth in this Ordinance.

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

Section 1. All of the facts recited in the preamble to this Ordinance are hereby found by the City Council to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied herein verbatim.

Section 2. Chapter 14, Section 14-11 is amended as follows:

Section 14-11 is deleted and shall be replaced with the following: The City of Taylor adopts by reference the provisions of the current rules or rules as amended by the Texas Board of Health found in 25 Texas Administrative Code, Chapter 228, Sections 161 through 171 and Sections 173 through 175 regarding the regulation of food establishment in this jurisdiction.

The words "authorized agent or employee" mean the designated employees of the regulatory authority.

The words "City Council" mean the Taylor City Council.

The words "food establishment" mean an operation that stores, prepares, packages, serves, or otherwise provides food for human consumption such as a: food service establishment, retail food store, catering operation, institution, temporary food establishment, mobile food unit, and/or a roadside food vendor

The words "food handler" mean any person in a food establishment who handles food or drink during preparation or serving; or who comes in contact with any eating or cooking utensils; or who is employed in an area where food or drink is prepared, served, transferred, stored, packed, sold, or otherwise handled.

The words "health official" mean the authorized representative of the Williamson County and Cities Health District (WCCHD).

The words "state laws and rules" mean the state laws found in Chapter 437 of the Texas Health and Safety Code and the state rules found at 25 Texas Administrative Code Chapter 228, Sections 161 through 171 and Sections 173 through 175.

The words "regulatory authority" mean the WCCHD.

The words "working days" mean the days that WCCHD is open to conduct business with the public.

Section 3. Chapter 14, Section 14-18(1), First Failure is amended as follows:

Section 14-18(1) is deleted and shall be replaced with the following: (1) First failure - After first failure, an "UNSATISFACTORY" placard shall be posted on front door or window and shall not be covered from sight, defiled, or removed until an inspection is performed earning thirty (30) or fewer demerits. The follow-up inspection will occur within (two) working days of the failed inspection.

Section 4. The Taylor City Code, Chapter 14 Licenses, Permits and Business Regulations, is amended to add this Ordinance.

Section 5. This Ordinance shall take effect immediately from and after its passage and publication in

accordance with the provisions of the Tex. Loc. Gov't. Code.

Section 6. If any article, paragraph, or part of a paragraph of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, the same shall not invalidate or impair the validity, force or effect of any other article, paragraph or part of a paragraph of this Ordinance which shall remain in full force and effect.

Section 7. All provisions of any Ordinance of the City of Taylor, Texas, in conflict with the provisions of this Ordinance shall be, and the same are hereby repealed, and all other provisions not in conflict with the provisions of this Ordinance shall remain in full force and effect.

In accordance with Article VIII, Section 1 of the City Charter, Ordinance No. 2022-41 was introduced before the Taylor City Council on the 22nd day of September, 2022.

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

Brandt Rydell, Mayor

ATTEST:

Dianna McLean, City Clerk

APPROVED AS TO FORM:

Ted W. Hejl, City Attorney

CERTIFICATE

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

I, Dianna McLean, being the current City Clerk of the City of Taylor, Texas, do hereby certify that the attached is a true and correct copy of Ordinance No. 2022-41, passed and approved by the City Council of the City of Taylor, Texas, on the ____ day of _____, 2022, and such Ordinance was duly introduced, passed, approved and adopted at meetings open to the public and notices of the meetings, giving the dates, places, and subject matter thereof, were posted as prescribed by Government Code Section 551.043.

Witness my hand and seal of office on this ____ day of _____, 2022.

Dianna McLean
City Clerk



City Council Meeting October 13, 2022 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 8
Agenda Title: Consider approving agreement with Unifirst for Uniform and Mat service

Council Action to be taken: Approve 3-year agreement with Unifirst for Uniform Rental and Mat Service

Department Submitted: Internal Services

Staff Contact: Nicole Oman, Internal Services Director

1. PURPOSE/DESCRIPTION

The purpose of this agenda item is to approve a 3-year agreement with Unifirst for Uniform Rental and Mat Service.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

After reviewing bids for Uniform Rental and Mat service from 3 different Vendors, Unifirst offers us competitive pricing and is a company that will provide us professional looking uniforms and customer service. They have more than 300,000 customer locations in virtually every industry across North America. Unifirst is on BuyBoard and in addition we did receive bids from Aramark and Cintas. They will be able to offer us a high visibility class 3 shirt with flex panels to improve mobility and breathability. All names, prep and emblems charges are waived for startup. The agreement amount is within the current budget.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
- Uniform rental is essential to our Public Works and Parks Departments. Rental of uniforms provides a professional appearance and professional laundering. - It helps citizens recognize the individual as authorized City of Taylor Personnel. - Uniforms are designed to provide safety for the employee. - Mat Service provides a professional clean appearance at our City Offices.	- Not meeting Safety requirements - Employees being unidentified to others - Employees end up wearing inappropriate clothing for work and an unprofessional appearance.

4. RECOMMENDATION

Approve 3-year agreement with Unifirst for Uniform Rental and Mat Service

5. FUNDING SOURCE

FY 2023 Budget

FY 2024 Budget

FY 2025 Budget

6. TIMELINE

Once approved will start working out timeline for new service agreement

7. OTHER OPTIONS (In order of preference)

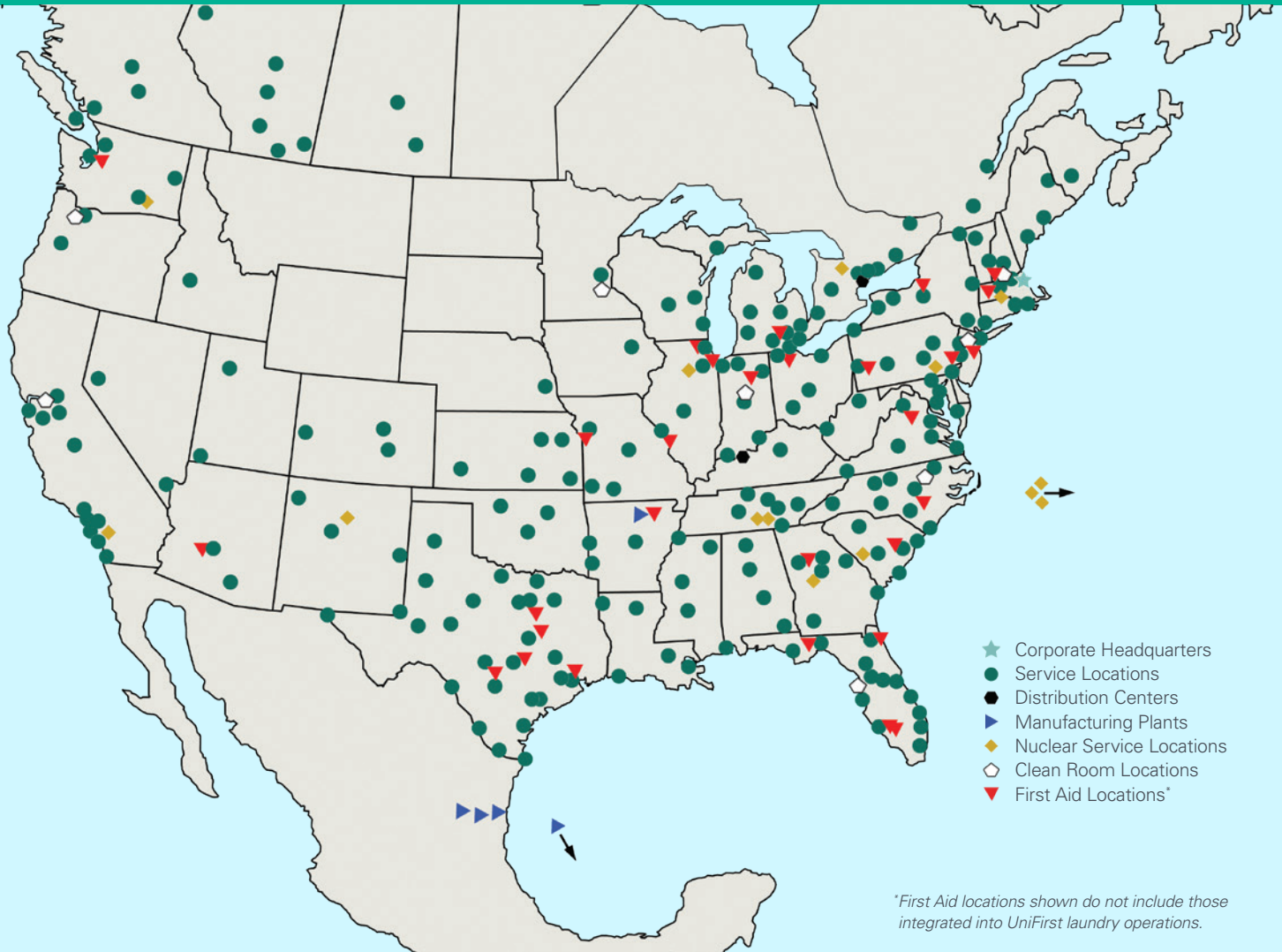
Stay with current vendor that we no longer have cooperative pricing with.

8. ATTACHMENTS

8a. [Who is Unifirst](#)

8b. [Agreement](#)

Who is UniFirst?



LOCAL COMMITMENT WITH COAST-TO-COAST COVERAGE

- Recognized leader in the uniform and textile services industry with more than 260 facilities throughout North and Central America, (as well as in Europe).
- 14,000-plus employee Team Partners service two million uniform wearers at more than 300,000 business customer locations in virtually all industries.
- Core business is the rental, lease, and sale of uniforms, workwear, protective garments, specialized occupational apparel, and ancillary facility services to businesses of all sizes.
- Ongoing success is achieved through providing customer service excellence and consistently meeting unique customer needs and expectations.
- Ranked by *Newsweek* magazine as one of "America's Best Customer Service" providers.
- Recognized by *Forbes* as one of "America's Best Large Employers."
- Named by *Barron's* as one of the "100 Most Sustainable U.S. Companies."

We've been exceeding customer expectations since 1936.

INSTALLATION DATE _____
MM/DD/YYYY

COMPANY NAME (Customer)	CITY OF TAYLOR	LOC. NO.	822
ADDRESS	400 Porter Street	ROUTE NO.	
	Taylor, Texas 76574	DATE	09/14/2022
PHONE	(512) 352-2247	SIC/NAICS	9199

MERCHANDISE SERVICED								
ITEM DESCRIPTION	LOST/ DAMAGED REPLACEMENT CHARGE	SERVICE FREQUENCY	NO. OF PERSONS/ ISSUE PER PERSON	TOTAL NO. OF CHANGES/ PIECES	PRICE PER CHANGE/ PIECE	STANDARD/ NON- STANDARD ¹	TOTAL FULL SERVICE	TOTAL VAL-U-LEASE ²
MIMIX High Vis Class 3 - (09MY)	\$104.14	1	11	126	\$1.00	S	F	
MIMIX High Vis Class 3 - (06MY)	\$101.80	1	11	127	\$1.00	S	F	
Microcheck Shirt/Slate - (03UM)	\$22.30	1	11	11	\$0.33	S	F	
Microcheck Shirt/Slate - (04UM)	\$19.00	1	11	11	\$0.33	S	F	
Cargo Pants/Navy - (10AI)	\$29.34	1	11	209	\$0.43	S	F	
Classic Fit Jean/Navy - (1091)	\$23.62	1	11	44	\$0.45	S	F	
Carpenter Jean/Navy - (12UH)	\$25.04	1	11	33	\$0.50	S	F	
Flat Front Uniform Pant/Navy - (1002)	\$22.92	1	11	11	\$0.41	S	F	
3x5 Brown Mat	\$68.78	1		5	\$1.92	S	F	
3x5 Black Mat	\$68.78	1		2	\$1.92	S	F	
3x5 Scraper Mat	\$103.22	1		1	\$1.75	S	F	
4x6 Brown Mat	\$105.41	1		1	\$2.93	S	F	
4x6 Scraper Mat	\$165.46	1		1	\$2.63	S	F	
3x10 Black Mat	\$139.20	1		1	\$3.73	S	F	
Minimum weekly charge applies, equal to 75% of the initial weekly install value.								

OTHER CHARGES	AMOUNT
Garment preparation per piece	\$1.00
Name emblem per piece	\$1.50
Company emblem per piece	\$3.50
Direct Embroidery: Wearer name per piece	\$6.00
Company name per piece	\$6.00
Oversize Garment Charge	\$2.00
Employee Charge (add on)	\$30.00

OTHER CHARGES	AMOUNT
Non-stock sizes per piece	20%
Special cuts per piece	\$2.00
Restock/Exchange per piece	\$3.00
Automatic Wiper Replacement	3% @ \$0.65
Automatic Linen Replacement	20%
DEFE (See description on reverse side)	\$3.00

COMMENTS	
	Customer qualifies for The State of Texas Buyboard (TASB) pricing/Code: BBD. Agreement is a thirty six (36) month agreement. All Names, Prep and Emblems have been waived upon install. Pricing includes garment maintenance. Customer is Tax-Exempt.

The undersigned agrees to the attached Customer Service Agreement Terms and attests to have the authority to execute for the named CUSTOMER, and to approve use of any personalization – including logos or brand identities – that has been requested.

ACCEPTED: _____
 CUSTOMER (Signature) DATE

CUSTOMER (Print Name and Title)

EMAIL

⁴ All returned checks and declined credit/debit cards subject to \$35 processing fee.
⁵ This Agreement is effective only upon acceptance by UniFirst Location Manager.

CUSTOMER SERVICE AGREEMENT

COMPANY NAME (Customer)

CITY OF TAYLOR

LOC. NO.

ADDRESS

400 Porter Street

ROUTE NO.

Taylor, Texas 76574

DATE

09/14/2022

PHONE

(512) 352-2247

SIC/NAICS

9199

The undersigned (the "CUSTOMER") orders from UniFirst Corporation and/or UniFirst Holdings, Inc. d.b.a. UniFirst and/or UniFirst Canada LTD. ("UNIFIRST") the rental service(s) at the prices and upon the conditions outlined:

MERCHANDISE SERVICED								
ITEM DESCRIPTION	LOST/ DAMAGED REPLACEMENT CHARGE	SERVICE FREQUENCY	NO. OF PERSONS/ ISSUE PER PERSON	TOTAL NO. OF CHANGES/ PIECES	PRICE PER CHANGE/ PIECE	STANDARD/ NON-STANDARD ¹	TOTAL FULL SERVICE	TOTAL VAL-U-LEASE ²
4X6 Logo Mat	\$166.22	1		2	\$4.03	N	F	
Minimum weekly charge applies, equal to 75% of the initial weekly install value.								

OTHER CHARGES	AMOUNT
Garment preparation per piece	\$1.00
Name emblem per piece	\$1.50
Company emblem per piece	\$3.50
Direct Embroidery: Wearer name per piece Company name per piece	\$6.00
	\$6.00
Oversize Garment Charge	\$2.00
Employee Charge (add on)	\$30.00

OTHER CHARGES	AMOUNT
Non-stock sizes per piece	20%
Special cuts per piece	\$2.00
Restock/Exchange per piece	\$3.00
Automatic Wiper Replacement	3% @ \$0.65
Automatic Linen Replacement	20%
DEFE (See description on reverse side)	\$3.00

PAYMENT TERMS:

C.O.D. ☐

E.F.T. ☐

Approved Charge³ ☐

COMMENTS

Customer qualifies for The State of Texas Buyboard (TASB) pricing/Code: BBD. Agreement is a thirty six (36) month agreement. All Names, Prep and Emblems have been waived upon install. Pricing includes garment maintenance. Customer is Tax-Exempt.

Approved charge: CUSTOMER agrees to make payments within 30 days of invoice receipt. A late charge of 1½% per month (18% per year) for any amount in arrears may be applied.⁴

The undersigned agrees to the attached Customer Service Agreement Terms and attests to have the authority to execute for the named CUSTOMER, and to approve use of any personalization – including logos or brand identities – that has been requested.

SALES REP: Mary Elizabeth Coleman

09/14/2022

SALES REP (Print Name)

DATE

ACCEPTED⁵:

LOCATION MANAGER (Signature)

DATE

LOCATION MANAGER (Print Name and Title)

ACCEPTED:

CUSTOMER (Signature)

DATE

CUSTOMER (Print Name and Title)

EMAIL

¹ Out-sizes of otherwise Standard Merchandise are deemed to be Non-Standard Merchandise.

² Merchandise which is Val-U-Leased is not cleaned by UniFirst.

³ Charge status contingent upon continuing credit worthiness and may be revoked at UniFirst’s discretion.

⁴ All returned checks and declined credit/debit cards subject to \$35 processing fee.

⁵ This Agreement is effective only upon acceptance by UniFirst Location Manager.

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CUSTOMER SERVICE AGREEMENT TERMS

REQUIREMENTS SUPPLIED. Customer orders from UniFirst Corp. ("UniFirst") the rental garments and/or other items of the type specified in this Agreement ("Merchandise") and related pickup/delivery and maintenance services (collectively with Merchandise, "Services") for all of Customer's requirements therefor, at the prices and upon the terms and conditions set forth herein. Additional Services requested by Customer, verbally or in writing, will also be covered by this Agreement. All rental Merchandise supplied to Customer remains the property of UniFirst. Customer warrants that it is not subject to, and that this Agreement does not interfere or conflict with, any existing agreement for the supply of the Merchandise or Services covered.

PERFORMANCE GUARANTEE. UNIFIRST GUARANTEES TO DELIVER HIGH-QUALITY SERVICE AT ALL TIMES. All items of Merchandise cleaned, finished, inspected, repaired, and delivered by UniFirst will meet or exceed industry standards, or non-conforming items will be replaced by the next scheduled delivery day at no cost to Customer. Items of rental Merchandise requiring replacement due to normal wear and tear will be replaced at no cost to Customer, save for any applicable personalization and setup charges.

Customer expressly waives the right to terminate this Agreement during the initial term or any extension thereof for deficiencies in the quality of Services unless: (1) complaints are first made in writing to UniFirst which set forth the precise nature of any deficiencies; (2) UniFirst is afforded at least 60 days to correct any deficiencies complained of; and (3) UniFirst fails to correct those deficiencies complained of within 60 days. In the event Customer complies with the foregoing and UniFirst fails to correct such deficiencies, Customer may terminate this Agreement by written notice to UniFirst, providing that all previous balances due to UniFirst have been paid in full and that all other conditions to terminate have been satisfied. Any delay or interruption of the Services provided for in this Agreement by reason of acts of God, fires, explosions, strikes or other industrial disturbances, or any other cause not within the control of UniFirst, shall not be deemed a breach or violation of this Agreement.

TERM AND RENEWAL. This Agreement is effective when signed by both the Customer and UniFirst Location Manager and continues in effect for 60 months after installation of Merchandise (for new customers) or any renewal date. This Agreement will be renewed automatically and continuously for multiple successive 60-month periods unless Customer or UniFirst gives written notice of non-renewal to the other at least 90 days prior to the next expiration date.

PRICES AND PAYMENTS. Prices are based on 52 weeks of service per year. Any increase(s) to Service Frequency could result in additional charges. On an annual basis, the prices then in effect will be increased by the greater of the annual percent increase in the Consumer Price Index - All Urban Consumers, Series ID: CUUROOOOSAG, other goods and services, or by 5%. Additional price increases and other charges may be imposed by separate written notice or by notation on Customer's invoice. Customer may, however, decline such additional increases or charges by notifying UniFirst in writing within 10 days after receipt of such notice or notation. If Customer declines said additional price increases, UniFirst may terminate this Agreement. Customer also agrees to pay the other charges and minimum weekly charge herein specified. Charges relating to a wearer leaving Customer's employ can be terminated by (1) giving notice thereof to UniFirst and (2) returning or paying for any missing Merchandise issued to that individual. Any Merchandise payments required pursuant to this Agreement will be at the replacement price(s) then in effect hereunder. If an authorized Customer representative is not available to receive and acknowledge delivery of Merchandise, Customer authorizes UniFirst to make delivery and assumes responsibility for related charges/invoices.

If Customer fails to make timely payment, UniFirst may, at any time and in its sole discretion, terminate this Agreement by giving written notice to Customer, whether or not UniFirst has previously strictly enforced Customer's obligation to make timely payments. Customer agrees to pay, and will pay, all applicable sales, use, personal property, and other taxes and assessments arising out of this Agreement.

DEFE CHARGE. Customer's invoices may also include a DEFE charge to cover all or portions of certain expenses including:

D = DELIVERY, or expenses associated with the actual delivery of Services and Merchandise to Customer's place of business, primarily Route Sales Representative commissions, management salaries, vehicle depreciation, equipment maintenance, insurance, road use charges and local access fees.

E = ENVIRONMENTAL, or expenses (past, present, and future) UniFirst absorbs related to wastewater testing, purification, effluent control, solids disposal, supplies and equipment for pollution controls and energy conservation, and overall regulatory compliance.

F = FUEL, or the gas, diesel fuel, oil, and lubricant expenses associated with keeping UniFirst's fleet vehicles on the road and servicing its customers.

E = ENERGY, primarily the natural gas UniFirst uses to run boilers and gas dryers, plus other local utility charges.

MERCHANDISE. Customer acknowledges and agrees to notify all employees that Merchandise supplied is for general occupational use and, except as expressly specified below, affords no special user protections. Customer further acknowledges that: (1) Customer has unilaterally and independently determined and selected the nature, style, performance characteristics, number of changes and scope of all Merchandise to be used and the appropriateness of such Merchandise for Customer's specific needs or intended uses; (2) UniFirst does not have any obligation to advise, and has not advised, Customer concerning the fitness or suitability of the Merchandise for Customer's intended use; (3) UniFirst makes no representation, warranty, or covenant regarding the performance of the Merchandise (including without limitation Flame Resistant and Visibility Merchandise); and (4) UniFirst shall in no way be responsible or liable for any injury or harm suffered by any Customer employees while wearing or using any Merchandise. Customer agrees to indemnify and hold harmless UniFirst and its employees and agents from and against all claims, injuries, or damages to any person or property resulting from Customer's or Customer's employee use of the Merchandise, whether or not such claims, injuries or damages arise from any alleged defects in the Merchandise.

Flame Resistant ("FR") Merchandise supplied hereunder is intended only to prevent the ignition and burning of fabric away from the point of high heat impingement and to be self-extinguishing upon removal of the ignition source. FR items will not provide significant protection from burns in the immediate area of high heat contact due to thermal transfer through the fabric and/or destruction of the fabric in the area of such exposure. FR items are designed for continuous wear as only a secondary level of protection. Primary protection is still required for work activities where direct or significant exposure to heat or open flame is likely to occur.

Visibility Merchandise is intended to provide improved conspicuity of the wearer under daylight conditions and when illuminated by a light source of sufficient candlepower at night. It is Customer's responsibility to determine the level of conspicuity needed by wearers under specific work conditions. Further, Customer agrees that Visibility Merchandise alone does not ensure conspicuity of the wearer and that additional safety precautions may be necessary. The Visibility Merchandise supplied satisfied particular ANSI/ISEA standards only when they were new and unused and only if so labeled. Customer acknowledges that usage and laundering of Visibility Merchandise may adversely affect its conspicuity.

Healthcare/Food-Related Customer acknowledges that: (1) UniFirst does not guarantee or warrant that the Merchandise selected by Customer or that processed garments delivered by UniFirst will be appropriate or sufficient to provide a hygienic level adequate for individual Customer's needs; and (2) optional poly-bagging* is recommended to reduce the risk of cross-contamination of Merchandise, and the failure to utilize such service may adversely affect the efficacy of UniFirst's hygienic cleaning process.

(* Poly-bag services incur additional charges.)

If any Merchandise supplied hereunder is Merchandise that: (1) UniFirst does not stock for whatever reason (including due to style, color, size or brand); (2) consists of non-UniFirst manufactured or customized FR Merchandise; or (3) consists of Merchandise that has been permanently personalized (in all cases known as "Non-Standard Merchandise"), then, upon the discontinuance of any Service hereunder at any time for any reason, including expiration, termination, or cancellation of this Agreement, with or without cause, deletion of any Non-Standard Merchandise from Customer's Service Program, or due to employee reductions (in each case a "Discontinuance of Service"), Customer will purchase at the time of such Discontinuance of Service all affected Non-Standard Merchandise items then in UniFirst's inventory (in-service, shelf, as well as any manufacturer's supplies ordered for Customer's use), paying for same the replacement charges then in effect.

Customer agrees not to contaminate any Merchandise with asbestos, heavy metals, solvents, inks, or other hazardous or toxic substances ("contaminants"). Customer agrees to pay UniFirst for all Merchandise that is lost, stolen, damaged or abused beyond repair. As a condition to the termination of this Agreement, for whatever reason, Customer will return to UniFirst all standard Merchandise in good and usable condition or pay for same at the replacement charges then in effect.

OBLIGATIONS AND REMEDIES. If Customer breaches or terminates this Agreement before the expiration date for any reason (other than for UniFirst's failure under the performance guarantee described above), Customer will pay UniFirst, as liquidated damages and not as a penalty (the parties acknowledging that actual damages would be difficult to calculate with reasonable certainty) an amount equal to 50 percent of the average weekly amounts invoiced in the preceding 26 weeks, multiplied by the number of weeks remaining in the current term. These damages will be in addition to all other obligations or amounts owed by Customer to UniFirst, including the return of Standard Merchandise or payment of replacement charges, and the purchase of any Non-Standard Merchandise items as set forth herein.

This Agreement shall be governed by Massachusetts law (exclusive of choice of law). If a dispute arises from or relates in any way to this Agreement or any alleged breach thereof at any time, the parties will first attempt to resolve the claim or dispute by negotiation at agreed time(s) and location(s). All negotiations are confidential and will be treated as settlement negotiations. Any matter not resolved through direct negotiations within 30 days shall be resolved exclusively by final and binding arbitration, conducted in the capital city of the state where Customer has its principal place of business (or some other location mutually agreed), pursuant to the Expedited Rules of the Commercial Arbitration Rules of the American Arbitration Association, and governed by the Federal Arbitration Act, to the exclusion of state law inconsistent therewith. The parties will agree upon one (1) Arbitrator to settle the controversy or claim. The successful or substantially prevailing party in any proceeding, including any appeals thereof (as determined by the Arbitrator/court) shall recover all of its costs and expenses including, without limitation, reasonable attorney fees, witness fees, and discovery costs, all of which shall be included in and as a part of the judgment or award rendered hereunder. This provision for Arbitration is specifically enforceable by the parties; the Arbitrator shall have no power to vary or ignore the provisions hereof; and, the decision of the Arbitrator in accordance herewith, may be entered in any court having jurisdiction thereof. Customer acknowledges that, with respect to all such disputes, it has voluntarily and knowingly waived any right it may have to a jury trial or to participate in a class action or class litigation as a representative of any other persons or as a member of any class of persons, or to consolidate its claims with those of any other persons or class of persons. If this prohibition against class litigation is ruled to be unenforceable for any reason in any proceeding, then the prohibition against class litigation shall be void and of no force and effect in that proceeding.

MISCELLANEOUS. The parties agree that this Agreement represents the entire agreement between them. In the event Customer issues a purchase order to UniFirst at any time, none of the standard pre-printed terms and conditions therein shall have any application to this Agreement or any transactions occurring pursuant hereto or thereto. UniFirst may, in its sole discretion, assign this Agreement. Customer may not assign this Agreement without the prior written consent of UniFirst. Customer agrees that in the event it sells or transfers its business, it will require the purchaser or transferee to assume all obligations and responsibilities under this Agreement, provided that such assumption shall not relieve Customer of its liabilities hereunder and provided further that any failure by a purchaser or transferee to assume this Agreement shall constitute a breach and early termination of this Agreement resulting in the obligation to pay all amounts on account thereof as set forth in this Agreement. Neither party will be liable for any incidental, consequential, special, or punitive damages. In no event shall UniFirst's aggregate liability to Customer for any and all claims exceed the sum of all amounts actually paid by Customer to UniFirst. In the event any portion of this Agreement is held by a court of competent jurisdiction or by a duly appointed arbitrator to be unenforceable, the balance will remain in effect. All written notices provided to UniFirst must be sent by certified mail to the attention of the Location Manager. In Texas and certain other locations, UniFirst's business is conducted by, and the term "UniFirst" as used herein means, UniFirst Holdings, Inc. d.b.a. UniFirst.



***City Council Meeting
October 13, 2022
Transmittal Letter***

STRATEGIC PILLAR

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

Agenda Item #: 9
Agenda Title: Consider first amendment to treated water services contract between Brazos River Authority and City of Taylor

Council Action to be taken: Formal action
Department Submitted: City Management
Staff Contact: Brian LaBorde, City Manager

1. PURPOSE/DESCRIPTION

City of Taylor entered into an agreement with Brazos River Authority (BRA) for treated water services in 2000. Each year, the city provides a “floor” or base amount to BRA and any demand above and beyond the floor is subject to surcharges. The proposed amendment would provide for any foreseen or planned peaks in water usages for a temporary time period to be included in the annual floor calculation and not subject to surcharges.

2. BACKGROUND / PRIOR COUNCIL ACTIONS TAKEN

The interest in the amendment resonated from the interim demand for water from Samsung until their permanent water supply is online. The forecasted increased amount of water has already been considered and approved by BRA for 2023 and 2024.

3. STAFF ANALYSIS (How and Why)

Each year, the City provides its floor amount to BRA to anticipate its demand. Knowing a planned amount of water that will increase the floor for an interim period of time was not accounted in the current agreement. When the floor is set, it becomes permanent thus any increase for an interim period would be set permanently thus requiring the city to pay for. This amendment will allow for an increase wherein Samsung will pay for such increase and when SAS’s permanent water supply is online, the increase in the floor will be lowered thereafter.

4. RECOMMENDATION

Consider first amendment to contract.

5. FUNDING SOURCE

N/A

6. TIMELINE

N/A

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

8. ATTACHMENTS

9a. [First amendment Letter](#)

9b. [First amendment agreement](#)

9c. [2004 BRA contract](#)



Brazos River Authority

QUALITY • CONSERVATION • SERVICE

September 27, 2022

Mr. Brian LaBorde
City Manager
City of Taylor
400 Porter Street
Taylor, Texas 76574

RE: First Amendment to Treated Water Services Contract
By and Between
Brazos River Authority and City of Taylor

Dear Mr. LaBorde:

Please find enclosed two original First Amendment to Treated Water Services Contract. Please sign, date, have attested, and return the contracts to me. After our General Manager/CEO has executed the contracts, one fully executed copy will be mailed back to you.

If you have any questions, please contact me by e-mail at amy.muttoni@brazos.org or by phone at (254) 761-3165.

Sincerely,

AMY MUTTONI
Regional Government & Customer
Relations Manager, Central Basin

AM:kld
Enclosures

FIRST AMENDMENT TO TREATED WATER SERVICES CONTRACT

This First Amendment ("Amendment") is made and entered into this the ____ day of _____, 2022 ("Effective Date"), by and between **BRAZOS RIVER AUTHORITY** ("Authority"), a river authority of the State of Texas, and **CITY OF TAYLOR** ("Customer"), a municipality of the State of Texas.

RECITALS

WHEREAS, the Authority and Customer executed the Taylor Treated Water Services Contract on April 21, 2004 ("Base Contract"), whereby the Authority agreed to provide Treated Water from the Authority's East Williamson County Regional Water System ("EWCWRS") to Customer; and

WHEREAS, due to the increased economic development in the area served by the EWCWRS, BRA and Customer have realized the potential for temporary treated water needs that would typically be considered Excess Water; and

WHEREAS, the Base Contract currently requires Authority to include any uses of Excess Water in the Customer's annual Floor calculation; and

WHEREAS, BRA and Customer mutually agree that a temporary need for treated water for development/construction activities, testing, or other atypical use that is temporary in nature for a particular project or activity and that will not reoccur should not lead to a permanent increase to the Customer's established Floor.

NOW, THEREFORE, in consideration of the mutual promises contained herein, BRA and Customer agree as follows:

1. Insert the following as Section 9.16 to the Base Contract:

"Customer may utilize water for a defined temporary period of time without such water being used in its annual Floor calculation provided that the following conditions are met: 1) Customer has received prior written Authority approval; 2) in the sole discretion of Authority, the water shall be for a legitimate temporary purpose that Authority has the ability to supply from the EWCWRS; 3) Customer will meter the temporary water usage separately and report that usage to the BRA on a monthly basis by the 10th day of the following month, and BRA will invoice the Customer by the 15th of the following month for the temporary water used at the Excess Flow Rate; 4) Customer notifies the Authority of the estimated amount and timing for the temporary water use in advance and does not exceed this amount or change the timing of use; and 5) the water utilized does not impair Authority's ability to provide Treated Water to other Contracting Parties regardless of the priorities of rights for water established in Section 6.3 of the

Base Contract. At the end of the Water Year when Excess Flows are calculated, the temporary flows that were reported during the year will be deducted from the Customer's water usage so that they are not included in the new Floor calculation;"

2. Capitalized terms used but not defined herein shall have the respective meanings given to them in the Base Contract.

This Amendment shall be deemed a part of the Base Contract and shall be binding on the parties. Except as amended herein, the terms and conditions of the Base Contract, and all prior amendments, remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed, intending to be bound thereby.

BRAZOS RIVER AUTHORITY

CITY OF TAYLOR

By: _____

DAVID COLLINSWORTH

Title: **GENERAL MANAGER/CEO**

By: _____

Title: City Manager

ATTEST: _____

ATTEST: _____

TAYLOR TREATED WATER SERVICES AND ACQUISITION CONTRACT

COPY

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

THIS CONTRACT, by and between the Brazos River Authority (hereinafter called the Authority"), and the City of Taylor (hereinafter called "Taylor") and in contemplation of the mutual consideration, covenants, obligations and benefits provided in this Contract, the Parties hereby agree as follows:

ARTICLE 1:
DEFINITION OF TERMS

- 1.1 The following terms and expressions as used in this Contract, unless the context clearly shows otherwise, shall have the following meanings:

"Actual Treated Water Delivered" shall mean the quantity of Treated Water in MGD delivered to each Contracting Party at its Point or Points of Delivery in any given Water Year.

"Additional Contracting Party" shall mean any Party which is not an initial Party to this Contract and with which the Authority makes a contract similar to this Contract for supplying Treated Water from the Facility, provided that after execution of any such contract such Party shall become one of the Contracting Parties for all purposes of this Contract.

"Advisory Committee" shall mean the committee created by Article 3 of this agreement.

"Annual Payment" shall mean the sum of the Minimum Annual Payment and any Excess Water Charges, which shall be paid to the Authority by each of the Contracting Parties during each Annual Payment Period. The Annual Payment for an additional Contracting Party shall be prorated for the initial year of service from the facility.

"Annual Payment Period" shall mean the Authority's fiscal year, which currently begins on September 1 of each calendar year and ends on August 30 of the next following calendar year, but which may be any twelve consecutive month period fixed from time to time by the Authority; and the first Annual Payment Period under this Contract shall be the period of September 1, 2003 through August 30, 2004.

"Annual Requirement" shall mean the total amount of money required for the Authority to pay all Operation and Maintenance Expenses of the Facility, and to pay all Capital Costs, and any Debt Service Requirements, and the System Rate for raw water used by the Facility, and any sums required to pay or restore any amounts required to be deposited in any special or reserve funds required to be established and/or maintained.

"Authority" shall mean the Brazos River Authority.

"Base Treated Water Fee" shall mean the charge per thousand gallons to each Contracting Party applied to the amount of water included within the calculated Floor for that Contracting Party.

"Board" shall mean the Board of Directors of the Brazos River Authority.

"Bonds" shall mean all bonds hereafter issued from time to time, at the discretion of the Authority, whether in one or more series or issues, and the interest thereon, to acquire, construct, complete, and/or improve the Facility, including any Projects, and any bonds issued to refund any Bonds or to refund any such refunding bonds.

"Capital Costs" shall mean all costs attributable to the acquisition, construction, replacement, improvement, enlargement, modification, or expansion of the Facility, or any part thereof or equipment required to operate and maintain the Facility, and without limiting the generality of the foregoing, the term shall include: the cost of planning; the cost of obtaining all licenses and Permits; purchase of equipment, property, rights in property, land easements and rights-of-way, including damages to land and property; engineering, design, administration, auditing, fiscal and legal expenses incurred in connection with the planning, development, acquisition and construction, replacement, improvement, enlargement, modification, and expansion of the Facility, or any part thereof; costs of improvements necessary for remediation of Pre-existing Environmental Conditions, for Regulatory or Operational Improvements, or for Projects; and any and all other costs and expenses relating to the foregoing as they relate directly to the Facility.

"Contract" shall mean this agreement, together with all exhibits attached hereto.

"Contract Date" shall mean the date of final execution of this Contract.

"Contracting Party" shall mean the City of Taylor (Initial Contracting Party), as defined in the first paragraph of this Contract, together with any other Party or Parties which hereafter become one of the Contracting Parties by becoming an Additional Contracting Party.

"Conveyance of the Existing System" shall mean the transfer of the Existing System from Taylor to the Authority which shall be deemed complete after execution of this Contract and culmination of the Closing.

"Debt Service Requirements" shall mean and include, without limitation, the amount of funds sufficient to pay all financing costs, bond issuance expenses, capitalized interest, principal, interest, and redemption price on Bonds, all sinking fund and or reserve fund payments, including the costs of establishing such funds, trustees fees and expenses, and all payments as may reasonably be required to fulfill the terms of any agreements or covenants made with the holders of any bonds or any persons on their behalf.

"Excess Treated Water Fee" shall mean the charge per thousand gallons to be applied to any Treated Water delivered in excess of the Floor established for each Contracting Party in any given Water Year

"Excess Water Charge" shall mean the product of the difference between the Floor and the Actual Treated Water Delivered in any Water Year multiplied by the Excess Treated Water Fee for the Water Year in which such excess usage occurred, which shall be paid to the Authority by the Contracting Party as defined in Article 9.7 of the Contract.

"Existing System" shall mean the City of Taylor Lake Granger Water Treatment Plant and Lake Granger Raw Water Intake with a current treatment capacity of approximately 4.8 MGD and all easements and associated infrastructure as defined on "Exhibit A", which is being transferred to the Brazos River Authority and will become an Authority asset under the terms of this Contract.

"Facility" shall mean the Existing System and any Projects undertaken by the Authority directly related to the Existing System, which shall be deemed property of the Authority.

"Fiscal Year" shall mean the fiscal year of the Authority, which currently is the annual period ending each August 31, which may be modified by the Authority at its discretion.

"Floor" shall mean the average quantity of Treated Water, expressed in MGD, delivered to a Contracting Party for the five most recent Water Years, recalculated annually, and is the basis for the Minimum Annual Payment of that Contracting Party.

"Initial Base Treated Water Fee" shall mean the charge per thousand gallons to each Contracting Party applied to the amount of water included within the calculated Floor for that Contracting Party for the period extending from the Authority Fiscal Year 2004 through 2009

"Initial Excess Treated Water Fee" shall mean the charge per thousand gallons to be applied to any Treated Water delivered in excess of the Floor established for each Contracting Party in any given Water Year for the period extending from the Authority Fiscal Year 2004 through 2009.

"Initial Floor" shall mean the minimum amount of Treated Water, expressed in MGD, agreed to between the Authority and an Additional Contracting Party, to be delivered to said Additional Contracting Party, for the first five Water Years of this Agreement. For purposes of calculation of the Minimum Annual Payment and Excess Water Charge, this term shall have the same meaning as Floor.

"Initial Pricing Cycle" shall mean the period of this Contract for which the Initial Base Treated Water Fee and the Initial Excess Treated Water Fee shall be applied and shall constitute a period extending from the Authority Fiscal Year 2004 through Authority Fiscal Year 2009.

"Maximum Daily Demand" shall mean the greatest amount of Treated Water delivered from the Facility on any one day of the Water Year, as measured in MGD.

"MGD" is an abbreviation for "million gallons of water per day" and means a quantity of water during a period of time expressed for convenience in terms of an average daily quantity. The value is calculated as follows: actual quantity of Treated Water delivered in a Water Year reported in millions of gallons divided by the number of days in said Water Year.

"Minimum Annual Payment" shall mean the product of the Base Treated Water Fee multiplied by the Floor of each Contracting Party, which shall be paid to the Authority in twelve (12) equal monthly payments by each of the Contracting Parties during each Annual Payment Period.

"Minimum Annual Quantity of Treated Water" shall mean the amount of Treated Water which is guaranteed available to Taylor, measured in MGD, and available on an annual basis, as a condition to this Contract.

"Operation and Maintenance Expenses" shall mean all fixed and variable costs and expenses reasonably incurred in and directly allocable to the operation and maintenance of the Facility (which excludes all Capital Costs, Debt Service Requirements, or replenishment of Repair and Replacement Funds), including, without limitations, the following: i) wages, salaries and benefits of Authority employees; chemicals; the purchase and carrying of stores, materials, supplies, measuring meters; utilities and power charges; raw water; supervision and administration costs of the Authority to the extent directly allocable to activities on behalf of the Facility; engineering; testing; audits of the various funds and accounts created hereunder; waste disposal charges or assessments; claims; insurance for property damage, tortuous or contractual liability and all other stated insurance coverage; (ii) all costs and expenses of any kind or nature arising out of or allocable to any Pre-existing Environmental Condition (other than any costs of remediation which are included in Capital Costs); (iii) all other items or expenses of a like or different nature reasonably required for the operation and maintenance of the Facility in full compliance with all current and future Regulatory Requirements and with the provisions of this Agreement; including repairs and replacements of damaged, worn-out, or obsolete equipment or parts which are not included in Capital Costs; (iv) the legal liability of the Authority to pay money to satisfy any award or court decision creating a judgment against the Authority (including a third Party claim) relating to the Facility, including reasonable attorneys' fees and costs incurred in defending against same, except where such legal liability and related fees and costs are otherwise allocated under this Agreement; (v) costs incurred by the Authority in enforcing the provisions of this Agreement against a defaulting Party, including reasonable attorneys' fees; (vi) any costs or fees imposed by local, state or federal agencies; and (vii) costs incurred by the Authority in its general and administrative responsibilities incurred in performance of this Agreement to the extent that these costs may not exceed a factor of twenty percent (20%) of all other costs contained within this section.

"Party" or "Parties" shall mean any individual, public or private corporation, political subdivision, governmental or regulatory agency, municipality, partnership,

association, firm, trust or estate, or any other legal entity that has an interest in this Contract.

"Permits" shall mean any and all necessary permits, licenses, orders and other governmental approvals from the federal, state, local or regulatory agency that may now or hereafter have jurisdiction to authorize the construction, maintenance, and/or operation of the Facility.

"Point or Points of Delivery" shall mean the location to which the Authority agrees to sell and to deliver Treated Water under this Contract to each Contracting Party, where said Treated Water is measured, as described elsewhere in this Contract, and where title to the Treated Water transfers from the Authority to the Contracting Party.

"Pre-Existing Environmental Conditions" shall mean any condition at, on, beneath or emanating from the Facilities which existed prior to the Commencement Date (whether known or unknown prior to the Commencement Date of this Agreement) that resulted from negligent intentional acts by Taylor, its employees, contractors or agents and which, pursuant to any present or future federal, state, or local government or regulatory agency law, rule, or regulation relating to pollution or protection of the environment or natural resource, is: (i) required to be investigated, monitored, removed, or remediated under such law, rule, or regulation; or (ii) which may give rise to a claim, cause of action, or liability for personal injury or damage to property, the environment, or natural resources, whether resulting from the act or omission of the Taylor or a third person or entity, or any combination thereof.

"Pricing Cycle" shall mean a period of five (5) years, used by the Authority as the basis for calculation of the Base Treated Water Fee and the Excess Treated Fee.

"Projects" shall mean any subsequent additions, expansions, upgrades, improvements, and/or rehabilitations thereof to the Existing System.

"Reasonable Standards" shall mean activities conducted in accordance with sound engineering principles, and applicable Regulatory Requirements (including, without limitations those of the Authority, and any other governmental or regulatory authority or agency having jurisdiction).

"Regulatory or Operational Improvements" shall mean improvements which are deemed necessary by the Authority to ensure compliance with Regulatory Requirements or to maintain Reasonable Standards of operation.

"Regulatory Requirements" shall mean the requirements and provisions of any federal, state or local law, and any permits, rules, orders, or regulations issued or adopted from time to time by any regulatory authority, federal, state, local or other, having jurisdiction concerning any of the Facilities or the operation and maintenance of the Facilities, including, without limitation, jurisdiction obtained by virtue of the acceptance of grants by the Authority or others to finance Capital Costs of the Facilities.

"Review Items" shall mean the documents, records, deeds, easements, licenses, permits, insurance policies, environmental assessments, reports, and certified copies of all permits from any governmental agency with regulatory authority over the Existing System, relating to the construction, ownership or operation of the Existing System.

"Supplemental Agreement" shall mean an agreement by which a Contracting Party agrees to provide Treated Water for use outside the Contracting Party's municipal boundary or its area of statutory extraterritorial jurisdiction, which shall in all cases be consistent with the terms of this Contract.

"System" shall mean Authority's Water Supply System and shall include the Authority's facilities, infrastructure and properties insofar as they are related to making water available from the Authority together with all future extensions, improvements, enlargements, and additions to and replacements of the System, and all replacements thereof whether from surface water supplies, groundwater, or a combination thereof, unless specifically excluded from the System by resolution of the Board.

"System Rate" shall mean the rate per acre-foot of water established by Authority from time to time under the system-wide pricing methodology for raw water.

"Taylor" shall mean the City of Taylor.

"Treated Water" shall mean potable water treated to the standards of quality specified in this Contract.

"Water Year" means the period of June 1 of each year through May 31 of the subsequent year.

ARTICLE 2. CONVEYANCE OF THE EXISTING SYSTEM

2.1 Conveyance:

Subject to the conditions set out in this Contract, Taylor agrees to convey to the Authority the following, which are collectively referred to as the "Existing System":

- A) the City of Taylor Water Treatment Plant and Lake Granger Raw Water Intake, with a current capacity of approximately 4.8 MGD and any and all real property, easements and associated infrastructure as defined on "Exhibit A", including deeds, and easements, attached hereto and incorporated by reference herein; and
- B) all maps, drawings, engineering records (including "as-built" diagrams), and office records in the possession of Taylor relating to the Existing System defined herein; and,

- C) copies of all of the contracts, leases, warranties, bonds, permits, franchises, and licenses in the possession of Taylor which are connected with and arising out of the acquisition, construction and operation of the Existing System being acquired under the terms of this Contract, and
- D) all personal property which is considered a part of the Existing System, as established in "Exhibit B", attached hereto and incorporated by reference herein. Personal property shall include any and all items which are not fixtures to the real property estate, previously noted above, which are utilized in the normal operation and maintenance of the Existing System; including, but not limited to, the following: supplies, inventories, tools, equipment, chemicals, parts, and accessories.

2.2 Compensation:

In contemplation of the conveyance of ownership of the Existing System as defined in Exhibit's "A" and "B", from Taylor to the Authority, the Authority shall tender to Taylor Five Million, One Hundred Thousand Dollars (\$5,100,000.00) at closing. The compensation stated in this section shall be the total value tendered in exchange for ownership of the Existing System, and represents the amount required to refund or call to maturity those outstanding bond issues of Taylor, defined as Combination Tax & Revenue Refunding Bonds Series 1993, Combination Tax & Revenue Certificates of Obligation Series 1993, and Combination Tax & Revenue Certificates of Obligation Series 1994. In addition, the compensation also includes an amount sufficient to reimburse Taylor for the economic loss associated with the advanced refunding of the outstanding Waterworks & Sewer System Revenue Bonds Series 1997. By execution of this Contract, Taylor acknowledges the sufficiency of the consideration stated herein for the acquisition of the Existing System.

2.3 Provision of Warranty Deed and Easements:

At least 45 days prior to closing, Taylor shall provide the Authority with a copy of all real property records for the property and land being transferred as part of the Existing System and provide title policies. The Authority shall have appropriate deeds and easements prepared for the transfer of the property interests contemplated by this Contract and shall provide copies of the documents to Taylor at least 15 days prior to closing.

2.4 Title Issues:

As to any issues which may arise concerning title to the real property at issue in this Contract, Taylor will have an obligation to cooperate with the Authority to effectuate the cure of such title issues and will bear all costs associated with releasing any and all liens on said real property and easements as well as costs of releasing other claims or encumbrances that would materially impair the Authority's

ability to operate and use the Existing System which is being acquired for the intended purpose of treating water. In the event that title issues cannot be reasonably cured by the Parties prior to the date set for closing, either Party may terminate this Contract without further responsibility to the other Party.

2.5 Existing System Review:

From the effective date of this Agreement and continuing through the Closing, Taylor shall make available to the Authority for inspection and copying (at the Authority's expense) during normal working hours in Taylor, Texas, the following (the "Review Items") to the extent same are reasonably available or in Taylor's possession:

- A) copies of all non-attorney client privileged construction records, subcontractor and vendor records, manufacturer records, maintenance records, deeds, easements, licenses, permits; and
- B) non-attorney client privileged documents submitted to and correspondence between Taylor and state or federal regulatory agencies;
- C) certificates, soil reports, and engineering reports (including, without limitation, endangered species, environmental and governmental inspection reports) of Taylor related to the construction, ownership or operation of the Existing System which is being acquired; and
- D) a list of all insurance policies covering or affecting the Existing System, both casualty and liability, together with copies of such policies; environmental assessments, to the extent any have been performed, pertaining to the Existing System; and
- E) certified copies of all permits from any governmental agency with regulatory authority over the Existing System, together with valid assignments from the current holders to the Authority to the extent reasonably required; and
- F) copies of any and all contracts relating to the Existing System or services provided therefrom.

2.6 Time and Place of Closing:

The closing on the Conveyance of the Existing System to the Authority (the "Closing") shall be held at 10:00 a.m., local time on the Closing Date, at the offices of Taylor or at such other date, time and place as may be mutually agreed upon by the Parties. The "Closing Date" shall be: a) within ninety (90) days after the

execution of this Contract; or, b) such other date as may be mutually agreed between the Parties. All matters to take place at the closing shall take place simultaneously, and no delivery shall be considered to have been made until all such proceedings have been completed.

2.7 Transfer of Personal Property:

At Closing, any personal property to be transferred under this Contract shall be transferred by Bill of Sale and Assignment free of liens and encumbrances, other than those which do not materially impair the value of the interests to be acquired for the Authority's intended use, with a covenant on the part of Taylor that it has a lawful right to transfer and deliver such property.

2.8 Status of Existing System at the Time of Conveyance:

Except as previously made known to the Authority in writing prior to Closing, and to the best of Taylor's knowledge after due inquiry, there are no actions, suits, inquiries, or proceedings pending or to the knowledge of officials of Taylor threatened against or affecting Taylor before any court or administrative body or agency that would materially adversely affect the execution, delivery, or performance by Taylor of this Contract; and,

Except as previously made known to the Authority in writing prior to Closing, and to the best of Taylor's knowledge after due inquiry, there are no defects, impairments, impediments, defaults, breaches, encumbrances or other similar problems with respect to (A) the quality, layout or physical condition or state of repair of the Existing System, and (B) Taylor's compliance with any applicable, lawful enforceable environmental protection, pollution or related land use laws, rules, regulations, orders or requirements, including, but not limited to, those pertaining to the use, handling, generating, treating, storing or disposing of any hazardous waste, hazardous substances, petroleum product storage tanks or asbestos, those pertaining to public drinking water systems or utilities and those pertaining to protection of endangered or threatened species.

2.9 Possession:

Possession of the Existing System shall be delivered to the Authority by Taylor at closing. Upon delivery of Possession, the Authority shall assume all liability associated with the operation of the Existing System from the date of closing forward. All insurance policies on the Existing System, maintained by Taylor, shall stay in force and effect until the Authority takes possession under the terms of this provision.

2.10 Permits:

The Authority and Taylor shall work together to facilitate the transfer of any and all Permits required to operate the Facility to the Authority. Once transferred to Authority, the Authority shall maintain all Permits required to operate the Facility.

2.11 Costs and Expenses:

All costs and expenses in connection with the transaction contemplated by this Article of the Contract shall be allocated as follows:

- A) The Authority shall pay for the Authority's attorney's fees, costs of recording easements and other costs stipulated to be paid by the Authority under the other provisions of this Agreement.
- B) Taylor shall be responsible for Taylor's attorney fees, costs of releasing liens, and other expenses stipulated to be paid by Taylor under other provisions of this Agreement.
- C) Authority shall be responsible for all utility expenses for the facility from the date of closing.
- D) Taylor shall not be responsible for any costs of raw water beyond the effective date of the Contract, except as otherwise provided herein.

2.12 Liability for Pre-Existing Environmental Conditions:

Any and all losses, damages, costs, expenses, and liabilities of any and every nature arising out of or related to any Pre-existing Environmental Condition, incurred by, assessed against, allocated to, imposed upon, charged to, or paid by the Authority, including, but not limited to, all costs and expenses of investigation, removal, remediation, or correction of any Pre-existing Environmental Condition, all damages, fines, penalties, claims, or liability for injury to persons, property, or natural resources, and reasonable attorney's fees costs shall be paid by Taylor. It is the intent of this Contract that Taylor shall indemnify and hold harmless the Authority for any and all losses, damages, costs, expenses, and liabilities of any and every nature arising out of or related to any Pre-existing Environmental Condition. Any expenses, including attorney's fees, incurred by the Authority in connection with a judicial proceeding initiated under this Section, shall constitute an Operation and Maintenance Expense to Taylor; provided, however, if the Court finds that the Authority acted in bad faith in contesting the issues presented in such judicial proceedings, then the Authority shall bear its cost of litigation and such cost shall not be considered an Operation and Maintenance Expense.

2.13 Provision for Existing Employees:

The Authority and Taylor shall work together to establish a plan for transition of existing employees. The Parties agree to the terms of the transition plan, attached to and incorporated by reference herein as "Exhibit C".

ARTICLE 3.

ADVISORY COMMITTEE

3.1 Advisory Committee

- A) The Authority shall create an advisory committee (the "Advisory Committee"), shall be composed of representatives from the City of Taylor, and representatives from each Additional Contracting Party. These members shall be appointed by the duly elected or appointed Boards of their respective Contracting Party.
- B) The Advisory Committee shall meet at least quarterly or more often, as necessary or appropriate with the Facility Project Manager and/or other BRA staff.
- C) Responsibilities. The Advisory Committee shall represent the individual and collective interest of the Contracting Parties and shall consult with the Regional Water Supply System Project Manager, with regard to:
 - Operation and maintenance of the Facility;
 - Annual financial performance of the Facility;
 - Revisions to the Base Treated Water Fee, as called for in this Agreement;
 - Addition of new customers to the Facility and the terms and conditions of the agreements with such new customers consistent with the provisions of this Agreement;
 - Recommendations and proposals for improvements to and Expansion of the System;
 - Review of annual estimated Treated Water requirements of each Contracting Party and for the Facility collectively and the Annual or Voluntary re-determination of Floor value;
 - Development of a Coordinated Drought Contingency Plan for all Contracting Parties; and
 - Review of the budgets, prior to submission to the Board of Directors of BRA;

- Any other pertinent matters relating to the Facility.

ARTICLE 4. SERVICE FROM THE FACILITY

4.1 Services

The Authority will in accordance with the terms and conditions hereof, operate its Facility and provide Treated Water to Taylor as set forth in the Scope of Work, attached hereto and incorporated by reference herein as "Exhibit C".

4.2 Commitment to Provide Service:

Upon consummation of the closing of the Conveyance of the Existing System to the Authority and the Authority taking possession of the Existing System, the Authority shall provide continuous and adequate Treated Water service to Taylor from the Facility, subject to the provisions of this Contract.

4.3 Provision of Treated Water:

The Authority agrees to sell and to deliver Treated Water under this Contract to Taylor, at its Point or Points of Delivery as provided herein, and Taylor agrees to take at its Point or Points of Delivery, as described in "Exhibit A", attached hereto and incorporated by reference herein, all Treated Water required for its own use and for distribution to all customers served by its Treated Water distribution system, whether inside or outside its municipal boundary.

The Authority may enter into contracts with other Contracting Parties to sell and deliver Treated Water to their respective Point or Points of Delivery subject to terms and conditions of this contract.

It is specifically provided, however, that after the Contract Date, no Contracting Party shall enter into, renew, or amend with regard to the volume of water to be supplied, any Supplemental Agreement to supply any such Treated Water for use outside its municipal boundary or the area of its statutory extraterritorial jurisdiction unless each such Supplemental Agreement is approved by the Authority in writing and made subject and subordinate in all respects to the water requirements of all of the Contracting Parties collectively. Prior to the execution of a Supplemental Agreement, the Contracting Party and the Authority shall calculate and mutually agree in writing to the amount of Treated Water to be added to the Contracting Party's current Floor. Such additional Treated Water will be billed in the current Water Year based on the Base Treated Water Fee. Treated Water delivered to the

Contracting Party in excess of this revised Floor will be billed based on the Excess Treated Water Fee, as otherwise provided for herein.

No Contracting Party shall become a Party to any contract for the sale of Treated Water which would violate or be inconsistent with the provisions of this Contract. It is the intention of the Parties hereto that the Facility shall be the sole and exclusive source of all Treated Water supply for Taylor except as provided herein.

4.4 Water Quantity:

- A) The Authority will, within reasonable standards, furnish and remain in position to furnish Treated Water sufficient for all reasonable Treated Water requirements of each Contracting Party, but its obligation shall be limited to the amount of Treated Water available to it from the Facility; and provided that the maximum rate of delivery shall be consistent with the capacities and abilities of the Facility, and shall not exceed the amounts fixed on an equitable and uniform basis by the Authority. The Authority agrees to issue its Bonds or arrange for other financing as appropriate in amounts necessary to acquire, construct, maintain, improve, and extend the Existing System, including the Facility and other System facilities, so as to enable the Authority to furnish such Treated Water.
- B) As between the Contracting Parties, if Treated Water from the Facility must be rationed, such rationing shall, within the limits permitted by law, be done by the Authority on the basis of the relative actual total amount of all Treated Water from the Facility taken by each such Contracting Party, respectively, during the last preceding Annual Payment Period in which rationing among said Parties was not necessary. Provided that Taylor shall be guaranteed a Minimum Annual Quantity of Treated Water amounting to no less than the capacity of the Existing System (4.8MGD) at the time of conveyance. In the event that the Authority fails to provide the guaranteed Minimum Annual Quantity of Treated Water established in this section, the Authority shall reimburse Taylor for the cost of acquisition of additional treated water from another source to meet Taylor's current needs.
- C) If the Authority is at any time during the term of this Contract unable to supply all the Treated Water requirements of the Contracting Parties for any reason, or if it should become apparent that the Authority will become unable to supply the contracting Parties with their water requirements, and any Contracting Party determines that it is necessary to procure Treated Water from sources other than the Authority to satisfy the requirements represented by their then existing Floor, then such Contracting Party shall give written notice to the Authority of its intention and desire to procure Treated Water from sources other than the Authority, and its reasons therefore. Unless, within thirty (30) days from the receipt by the Authority of such written notice, the Authority shall object in writing to such procurement and provide assurances in writing that it can meet the needs of the Contracting Party, then such Contracting Party may proceed to procure such Treated Water from other sources at its sole cost, and without any liability for damages accruing in favor of or against the Authority by reason thereof. However, such Contracting Party shall

nevertheless continue to be obligated to take from the Authority and pay for all Treated Water at any time available to such Contracting Party from the Authority up to the full Treated Water requirements of such Contracting Party. In no event shall the taking of Treated Water from a source other than the Authority relieve any Contracting Party from making all payments due the Authority under this Contract, provided that such Contracting Parties shall only be obligated to pay the Authority for Treated Water as per this Agreement. Further, all Contracting Parties shall at all times have the right to secure Treated Water from any possible source (i) in any emergency when the Authority is unable to deliver Treated Water from the Facility because of any "Force Majeure" as defined in this Contract, or (ii) in any other emergency situation, as determined by a Contracting Party for a period not to exceed thirty (30) days, or for any longer period approved in writing by the Authority. Notwithstanding the foregoing provisions of this Contract, any Contracting Party also may purchase Treated Water from a source other than the Facility, if the Authority determines that such purchase is in the best interests of the Authority and the Contracting Parties and gives written approval to such purchase; and in such case, for the purposes of this Contract, the Authority shall be deemed to be the constructive purchaser of such water and such water shall be deemed to be Treated Water from the facility, and the Authority shall either pay for said water on behalf of such Contracting Party or reimburse such Contracting Party for the cost of such water, and such Contracting Party shall pay the Authority for such water under the terms of this Contract.

- D) Nothing contained herein shall prohibit Taylor from utilization of their existing sources of groundwater.

ARTICLE 5. FUTURE IMPROVEMENTS

5.1 Improvements and Expansions of the Facility:

The Authority agrees to improve and expand the Facility, as deemed necessary by the Authority in accordance with Reasonable Standards, to supply Treated Water to all Contracting Parties. It is anticipated that such improvements and expansions will be in phases and that each phase will be financed by the Authority through any means deemed appropriate by the Authority. Upon the acquisition of the Facility, the Authority agrees to use due diligence in continuing the expansion of the plant by minimum 2 MGG.

ARTICLE 6. AUTHORITY FOR ADDITIONAL CONTRACTING PARTIES

6.1 Additional Contracting Parties:

The Authority reserves the right to supply Treated Water from the Facility to Additional Contracting Parties under contracts consistent with this Contract, subject to the Authority's ability to meet the needs of the existing Contracting Parties as manifested by evaluating the existing Floor requirements consistent with Reasonable Standards.

6.2 Contracts with Additional Contracting Party:

Each contract with any Additional Contracting Party shall comply with the requirements of this Contract, shall substantially restate the essential provisions of this Contract, and shall be structured to be similar hereto to the fullest extent applicable and practicable, with such additions or changes as are necessary to meet the actual circumstances, with the effect that each Additional Contracting Party will, in effect, adopt the provisions of this Contract, as supplemented and necessarily changed by its contract.

6.3 Other Contracts:

It is further recognized and agreed that in the future the Authority may sell water from the Facility to Parties which are not Additional Contracting Parties, provided that all such future sales of water from the Facility to Parties which are not Additional Contracting Parties shall, within the limits permitted by law, in all respects be subordinate to the prior rights of the Contracting Parties to water from the Facility, and all such sales relating thereto shall recognize, and be made subordinate to, such prior rights and shall not adversely affect the rights of Contracting Parties. Minimum price per thousand gallon charged to such parties shall be the Excess Treated Water Fee at the time of the sale of the water.

ARTICLE 7. WATER QUALITY

7.1 Standard of Water Quality:

The water to be delivered by the Authority and received by each Contracting Party shall be Treated Water from the Facility. Each Contracting Party has satisfied itself that such water will be suitable for its needs, but the Authority is obligated to treat such water so as to meet the standards of all State and Federal agencies having jurisdiction over water quality. The Authority and the Contracting Parties shall cooperate, each within its legal powers, in preventing, to the extent practicable, the pollution and contamination of the reservoirs and watersheds from which System water is obtained.

ARTICLE 8. POINTS OF DELIVERY

8.1 Points of Delivery:

The Point or Points of Delivery for each Contracting Party shall be the Point or Points of Delivery mutually agreed upon between the Authority and such Contracting Party. Each Contracting Party shall construct, maintain, and operate, at its own cost and expense, all facilities and equipment necessary to receive and take all Treated Water delivered to it under this Contract, provided that the Authority reserves the right to individually or collectively contract with any and all Contracting Parties for the creation of transmission and/or distribution systems.

8.2 Measuring Equipment:

- A) The Authority shall furnish, install, operate, and maintain at its own expense and specification, at each Point of Delivery of each Contracting Party, the necessary equipment and devices of standard type for measuring properly the quantity of Treated Water delivered under this Contract. Such meter or meters and other equipment so installed shall remain the property of the Authority.
- B) Each Contracting Party shall have access to such metering equipment at all reasonable times, but the reading, calibration, and adjustment thereof shall be done only by the employees or agents of the Authority. For the purpose of this Contract, the original record or reading of the meter or meters shall be the journal or other record book of Authority in its office in which the records of the employees or agents of Authority who take the reading are or may be transcribed. At the end of each month, beginning with the first full month after execution of this agreement, Authority will send each Contracting Party a digital file containing the readings of volumes of water delivered to the Contracting Party at its Point or Points of Delivery..
- C) The Authority shall calibrate its meters once per year if requested in writing by a Contracting Party, and the Parties shall jointly observe any adjustments which are made to the meters in case any adjustments shall be necessary, and if the check meters hereinafter provided for have been installed, the same shall also be calibrated by Contracting Party in the presence of a representative of Authority. The Parties shall jointly observe any adjustment in case such adjustment is necessary. If any Contracting Party shall, in writing, request Authority to calibrate its meters, Authority shall give the Contracting Party notice of the time when any such calibration is to be made. If a representative of the Contracting Party is not present at the time set, Authority may proceed with calibration and adjustment in the absence of any representative of the Contracting Party. If a Contracting Party or the Authority at any time observes a variation between the delivery meter or meters and the check meter or meters at that Contracting Party's Point or Points of Delivery, if any such check meter or meters shall be installed, such Party will promptly notify the other Party, and the Authority and such Contracting Party shall then cooperate to procure an immediate calibration test and joint observation of any adjustment and the same meter or meters shall then be adjusted to accuracy. The Party performing the test shall give the other Party forty-eight (48) hours notice of the time of all tests of meters so that the other Party may conveniently have a representative present. If, upon any test, the percentage of inaccuracy of any metering equipment is found to be in excess of two

percent (2%) of the actual flow, registration thereof shall be corrected for a period extending back to the time when such inaccuracy began, if such time is ascertainable, and if such time is not ascertainable; then for a period extending back one-half (1/2) of the time elapsed since the last date of calibration, but in no event further back than a period of six (6) months and the Authority shall pay the cost of the calibration.

- D) If for any reason any meters are out of repair so that the amount of water delivered to a Contracting Party cannot be ascertained or computed from the reading thereof, the water delivered through the period such meters are out of service or out of repair shall be estimated and agreed upon by the Authority and such Contracting Party upon the basis of the best data available. For such purpose, the best data available shall be deemed to be the registration of any check meter or meters, if the same have been installed and are accurately registering. Otherwise, the amount of water delivered during such period may be estimated (i) by correcting the error if the percentage of the error is ascertainable by calibration tests or mathematical calculation, or (ii) estimating the quantity of delivery by deliveries during the preceding periods under similar conditions when the meter or meters were registering accurately.
- E) Any Contracting Party may, at its option and its own expense, install, operate and calibrate a check meter to check each meter installed by Authority, but the measurement of water for the purpose of this Contract shall be solely by Authority's meters, except in the cases hereinabove specifically provided to the contrary. All such check meters shall be of standard make and shall be subject at all reasonable times to inspection and examination by any employee or agent of Authority but the reading, calibration and adjustment thereof shall be made only by the Contracting Party, except during any period when a check meter may be used under the provisions hereof for measuring the amount of water delivered, in which case the reading, calibration, and adjustment thereof shall be made by Authority with like effect as if such check meter or meters had been furnished or installed by Authority.

ARTICLE 9.

PRICES AND TERMS; PAYMENTS BY CONTRACTING PARTIES

9.1 Payments:

It is acknowledged and agreed that payments to be made under this Contract and any similar contracts with Additional Contracting Parties will be the primary source available to the Authority to provide the Annual Requirement, and that, in compliance with the Authority's duty to fix and from time to time revise the rates of compensation or charges for water sold and services rendered and made available by the Authority, and that the Base Treated Water Fee will change from time to time, and that Base Treated Water Fee shall be uniformly and consistently applied to all Contracting Parties. The Base Treated Water Fee for each Annual Payment Period shall be an amount calculated to be sufficient to pay or provide for the

payment of the Annual Requirement, as a function of the stated treatment capacity of the Facility in MGD.

9.2 Base Treated Water Fee Calculation and Provision of Notice:

The Authority shall establish a charge per thousand gallons to be applied to the Floor of each Contracting Party, which is the basis for establishing the Minimum Annual Payment of that Contracting Party and shall be called the Base Treated Water Fee. The Base Treated Water Fee shall be recalculated every five years to reflect changes in the Annual Requirement; however, the Base Treated Water Fee shall never increase by more than 25% for the subsequent Pricing Cycle. The Authority shall provide notice to Contracting Parties of revisions to the Base Treated Water Fee at the end of the fourth Water Year of each five year Pricing Cycle and provide to the Advisory Committee statement as to the method of calculating and the elements included in the calculation of the Base treated water Fee.

9.3 Initial Base Treated Water Fee:

The Authority will establish an Initial Base Treated Water Fee in the amount of \$1.20 per 1000 gallons of Treated Water delivered to each Contracting Party. The Initial Base Treated Water Fee will be in effect for the Fiscal Years 2004 through and including 2009. The Initial Base Treated Water Fee shall serve as the Base Treated Water Fee for the purposes of calculating payments due under this Contract until the Base Treated Water Fee is revised, as provided for in this Contract.

9.4 Minimum Annual Payment:

The product of the Base Treated Water Fee multiplied by the Floor shall establish the Minimum Annual Payment of each Contracting Party due to the Authority. It is agreed that for the Treated Water supply to be provided to Contracting Parties under this Contract and similar contracts, each of the Contracting Parties shall pay, at the time and in the manner hereinafter provided, its Minimum Annual Payment, which shall be determined as provided herein. Each of the Contracting Parties shall pay its Minimum Annual Payment directly to the Authority, in approximately equal monthly installments, on or before the 10th day of each month. For the purpose of calculating the Minimum Annual Payment for which each Contracting Party is unconditionally liable, without offset or deduction, each Contracting Party, during each Annual Payment Period, shall be deemed to have taken and used not less than the current Floor amount of Treated Water applicable to such Contracting Party; regardless of whether or not such amount is or was actually taken or used.

9.5 Initial Floor:

For Taylor, the Initial Floor, expressed in MGD, will be equal to not less than 2.16.

9.6 Additional Contracting Party:

Prior to the execution of an agreement with an Additional Contracting Party, the Additional Contracting Party and the Authority shall calculate and mutually agree in writing to an Initial Floor. The Base Treated Water Fee and the Excess Treated Water Fee for any Additional Contracting Party shall be those fees then in effect at the time of the execution of an agreement with said Additional Contracting Party, and shall be recalculated and reset consistent with the Pricing Cycles established for the Initial Contracting Party and any prior Additional Contracting Parties. All agreements with Additional Contracting Parties shall provide for an Initial Floor. The Initial Floor shall be fixed in an amount which is, as determined by the Authority, not less than the amount of said Additional Contracting Party's estimated use of Treated Water during the first year of service under such contract.

9.7 Excess Treated Water Charges:

For every successive Pricing Cycle, the Excess Treated Water Fee will be a product of the Base Treated Water Fee multiplied by a factor representing the ratio between the cumulative value of all Floors for all Contracting Parties and the average Maximum Daily Demand on the Facility for the past five Water Years. The Excess Treated Water Fee is applied to any Treated Water delivered in excess of the Floor established for each Contracting Party. Excess Treated Water Charges for any Water Year shall be the product of the difference between the Floor for each Contracting Party and the Actual Treated Water Delivered for said Contracting Party multiplied by the Excess Treated Water Fee. The Excess Water Charge will be billed by the Authority to each Contracting Party as soon as practicable after the end of each Water Year, and shall be paid to the Authority no later than the 21st day of the first month of the next subsequent fiscal year of the effected Contracting Party. Revenue from the Excess Treated Water Charge shall be credited to and be used first to pay that part of the Annual Requirement represented by costs incurred by the Authority in delivering the Actual Treated Water Delivered.

9.8 Initial Excess Water Charge:

The Authority will establish an Initial Excess Treated Water Fee in the amount of \$1.44 per 1000 gallons of Treated Water delivered to each Contracting Party. The Initial Excess Treated Water Fee will be in effect for the Fiscal Years 2004 through and including 2009.

9.9 Re-determination of Floor:

Each Contracting Party's Floor shall be re-determined annually, and will be equal to the prior or previously established Floor or an amount equal to the average amount of water delivered to said Contracting Party for the last five Water Years, which ever is greater. In no case shall a Contracting Party's Floor be reduced below an amount as calculated, defined, or referenced herein.

9.10 Voluntary Increase of Floor:

No less than sixty (60) days prior to the beginning of any Water Year, a Contracting Party may submit to the Authority a written request for an increase in its Floor. The Authority shall authorize an increase in the Floor, subject to the Authority's

determination that the Facility can meet the needs of the existing Contracting Parties and the increased Floor.

9.11 Other Revenues:

During each Annual Payment Period the revenues derived from sales of water from the Facility, other than sales of Treated Water to Contracting Parties, shall be credited to and be used to either:

- A) pay for that part of the Annual Requirement of the System not recovered through collection of the Annual Payment from each of the Contracting Parties; or
- B) fund a reserve to be used for future expansions, renovations, or upgrades of the Facility.

9.12 Notice of Annual Budget Calculation:

On or before July 1, prior to the beginning of each Annual Payment Period hereafter, the Authority shall furnish each Contracting Party with a tentative or preliminary estimate of the Minimum Annual Payment for the next subsequent Annual Payment Period. On or before August 1, prior to the beginning of each Annual Payment Period hereafter, the Authority shall furnish each Contracting Party with an updated estimate of the Minimum Annual Payment for the next subsequent Annual Payment Period. Additionally, on or before August 1, the Authority shall furnish each Contracting Party with an estimate of any Excess Treated Water taken by that Contracting Party and the approximate Excess Treated Water Requirement of the Contracting Party. Prior to the first day of each Annual Payment Period hereafter the Authority shall furnish each Contracting Party with a schedule of the Minimum Annual Payment to be made by such Party to the Authority for the next ensuing Annual Payment Period.

9.13 Treated Water Estimate:

On or before July 1st and prior to the beginning of each Annual Payment Period, each Contracting Party shall furnish the Authority with a preliminary estimate of the amount of Treated Water required for each of the next five Water Years.

9.14 Payment Disputes:

Each Contracting Party hereby agrees that it will make such payments to the Authority on or before the 21st day of each month of such Annual Payment Period. If any Contracting Party at any time disputes the amount to be paid by it to the Authority; such complaining Party shall nevertheless promptly make such payment or payments in the amount due, but if it is subsequently determined by agreement or court decision that such disputed payments made by such complaining Party should have been less, or more, the Authority shall promptly revise and reallocate the charges in such manner that such complaining Party will recover its overpayment or the Authority will recover the amount due it.

9.15 Delinquencies:

All amounts due and owing to the Authority by each Contracting Party, if not paid when due, bear interest at the maximum rate allowed by law from the date when due until paid. The Authority shall, to the extent permitted by law, suspend delivery of water from the Facility to any Contracting Party which remains delinquent in any payments due hereunder for a period of sixty (60) days or more, and shall not resume delivery of water while such Contracting Party is so delinquent. It is further provided and agreed that if any Contracting Party should remain delinquent in any payments due hereunder for a period of one hundred twenty (120) days, and if such delinquency continues during any period thereafter, such Contracting Party's Floor as described in Sub-Section (c), above, shall be deemed to have been zero MGD during all periods of such delinquency, and any and all Treated Water actually delivered to or taken by said Contracting Party will be billed as if all such water were Excess Treated Water.

ARTICLE 10. SPECIAL CONDITIONS AND PROVISIONS

10.1 Operation and Maintenance of System:

The Authority will continuously operate and maintain the System in an efficient manner and in accordance with Reasonable Standards. By executing this Contract,

Taylor hereby waives any and all claims to any preferential right or entitlement to the capacity or use of the Facility other than as provided for herein. The Authority recognizes its right and duty to operate the Facility in the most prudent and economical manner for the benefit of all the Contracting Parties.

10.2 Permits, Financing and Applicable Laws:

It is understood that any obligations on the part of the Authority to acquire, construct and complete the Projects and to provide Treated Water from the Facility shall be (i) conditioned upon the Authority's ability to obtain all necessary permits, material, labor and equipment, and upon the ability of the Authority to finance the cost of the Projects and (ii) subject to all present and future valid laws, orders, rules and regulations of the United States of America, the State of Texas and any regulatory body having jurisdiction.

10.3 Title to Water:

Title to all Treated Water supplied to each Contracting Party shall vest in the Authority up to each Point of Delivery, at which point said Treated Water shall be measured or metered, and title shall pass to the receiving Contracting Party.

10.4 Payments Solely From Revenues:

The Authority shall never have the right to demand payment by any Contracting Party of any obligations assumed by it or imposed on it under and by virtue of this Contract from funds raised or to be raised by taxes, and the obligations under this Contract shall never be construed to be a debt of such kind as to require any of the Contracting Parties to levy and collect a tax to discharge such obligation.

10.5 Operating Expenses of Contracting Parties:

Each of the Contracting Parties represents and covenants that all payments to be made by it under this Contract shall constitute reasonable and necessary "operating expenses" of its waterworks system, in accordance with applicable law and per this Contract.

Payment by any and each of the Contracting Parties under this Contract shall never establish any assumption or creation of an equity or ownership interest in, or claim of ownership against, the asset value of the Facility.

10.6 Raw Water Contracts with the Authority:

The Authority and Taylor hereby agree that upon execution of this Contract and Conveyance of the Existing System, the System Water Availability Agreement, by and between the Authority and Taylor, for 8,525 acre feet of water with an effective date of February 1, 2000, shall be terminated and all rights and interests provided for therein shall terminate. Any payment under the System Water Availability Agreement for the Fiscal Year in which this agreement is executed shall be prorated. The Authority shall be obliged to provide sufficient raw water to meet Taylor's needs under this Contract for the period of the Contract.

10.7 Acquisition of Facility by Contracting Parties:

Should the Contracting Parties so determine, no less than two (2) years prior to the expiration of the then current Pricing Cycle, the Contracting Parties, by unanimous vote of the governing bodies of each and all Contracting Parties, may tender a request to the Authority to acquire the Facility. The Authority shall develop a proposal to sell the Facility to the Contracting Parties, which shall take effect upon the expiration of the then current Pricing Cycle. Furthermore, the Authority shall make available to the Contracting Parties, through a system availability contract in the form in use by the Authority at the time of the acquisition, the amount of raw water in acre feet consistent with the total of the existing Floors of the Contracting Parties. In no event shall the Price established by the Authority be more than Book Value of the Facility at the end of the current Pricing Cycle.

10.8 Service Valves:

The service valves located on the transmission line between the treatment plant and the City's defined take point at Hwy 95 will be accessible to local public safety agencies authorities. The Authority will not charge for the use of water from those valves for public safety the purposes. Furthermore, the Authority will place service

valves every 1500 feet on new transmission lines funded by the Authority. The Authority will maintain the valves to meet reasonable standards.

ARTICLE 11. FORCE MAJEURE

11.1 Force Majeure Clause:

If by reason of force majeure any Party hereto shall be rendered unable wholly or in part to carry out its obligations under this Contract, other than the obligation of each Contracting Party to make the payments required hereunder; then if such Party shall give notice and full particulars of such force majeure in writing to the other Parties within a reasonable time after occurrence of the event or cause relied on, the obligation of the Party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such Party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "Force Majeure" as employed herein shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of public enemy, orders of any kind of the Government of the United States or the State of Texas, or any Civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, partial or entire failure of water supply, or on account of any other causes not reasonably within the control of the Party claiming such inability.

ARTICLE 12. INSURANCE

12.1 Insurance Requirement:

The Authority agrees to carry and arrange for insurance, including self insurance on the System for purposes and in amounts deemed appropriate by the Authority. Such insurance will provide, to the extent feasible and practicable, for the restoration of damaged or destroyed properties and equipment, to minimize the interruption of the services of such facilities. All premiums for such insurance shall constitute an Operation and Maintenance Expense of the System.

ARTICLE 13. TERM AND EFFECT OF CONTRACT.

13.1 Term of Contract:

This Contract shall, upon execution by the Authority and Taylor, be effective as of the Contract Date, and this Contract shall continue in force and effect for a period of fifty (50) years from the date of execution. The requirement for making the Annual Payments as prescribed in this Contract shall commence as of September 1, 2003. Until September 1, 2003 payments for raw water shall continue to be made to the Authority by Taylor in accordance with the System Water Availability Agreement, and amendments thereto, between the Authority and Taylor. At the end of twenty-five years, either Party to this Contract may initiate negotiations to extend the existing Contract an additional fifty years commencing on the twenty-fifth anniversary of the original Contract.

13.2 Effect of Contract:

It is specifically agreed and understood that this Contract, as of the Contract Date, will supersede all of the contracts, agreements and arrangements between each of the Parties hereto with respect to the System and water from the System and the Bonds, and that this Contract, as of the Contract Date, will completely amend and supersede all such contracts, agreements and arrangements with respect to the System and water from the System and the Bonds, and will constitute the sole agreement between the Parties hereto or any of them with respect to the System and water from the System and the Bonds; and all such previous contracts, agreement and arrangements shall be void and shall be of no force or effect, except for payments due and liabilities accrued thereunder prior to September 1, 2003.

ARTICLE 14. GENERAL PROVISIONS

14.1 Compliance with Regulations:

This Contract is subject to all applicable Federal and State laws and any applicable permits, ordinances, rules, orders and regulations of any local, state or federal governmental authority having or asserting jurisdiction, but nothing contained herein shall be construed as a waiver of any right to question or contest any such law, ordinance, order, rule or regulation in any forum having jurisdiction.

14.2 Notice under Contract

Unless otherwise provided herein, any notice, communication, request, reply or advice (herein severally and collectively, for convenience, called "Notice") herein provided or permitted to be given, made or accepted by any Party to any other Party must be in writing and may be given or be served by depositing the same in the United States mail postpaid and registered or certified and addressed to the Party to be notified, with return receipt requested, or by delivering the same to an officer of such Party, or by prepaid telegram when appropriate, addressed to the Party to be notified. Notice deposited in the mail in the manner hereinabove described shall be conclusively deemed to be effective, unless otherwise stated herein, for and after the expiration of three (3) days after it is so deposited. Notice

given in any other manner shall be effective only if and when received by the Party to be notified. For the purposes of notice, the addresses of the Parties shall, until changed as hereinafter provided, be as follows:

If to the Authority, to:
Phillip Ford
General Manager/CEO
4600 Cobbs Dr.
P.O. Box 7555
Waco, Texas 76714-7555

If to Taylor, to:
Mayor
400 Porter Street
Taylor, Texas 76574

The Parties hereto shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify as its address any other address by at least fifteen (15) days written notice to the other Parties hereto.

14.3 Severability Clause:

The Parties hereto specifically agree that in case any one or more of the sections, sub-sections, provisions, clauses or words of this Contract or the application of such sections, sub-sections, provisions, clauses, or words to any situation or circumstance should be, or should be held to be, for any reason, invalid or unconstitutional under the laws or constitutions of the State of Texas or the United States of America, or in contravention of any such laws or constitutions, such invalidity, unconstitutionality, or contravention shall not affect any other sections, sub-sections, provisions, clauses or words of this Contract or the application of such sections, sub-sections, provisions, clauses or words to any other situation or circumstance and it is intended that this Contract shall be severable and shall be construed and applied as if any such invalid or unconstitutional section, sub-section, provision, clause or word had not been included herein, and the rights and obligations of the Parties hereto shall be construed and remain in force accordingly.

14.4 Remedies Upon Default:

It is not intended hereby to specify (and this Contract shall not be considered as specifying) an exclusive remedy for any default, but all such other remedies (other than termination) existing at law or in equity may be availed of by any Party hereto and shall be cumulative. No waiver or waivers of any breach or default (or any breaches or defaults) by any Party hereto or of performance by any other Party of any duty or obligation hereunder shall be deemed a waiver thereof in the future, nor shall any such waiver or waivers be deemed or construed to be waiver of

subsequent breaches or defaults of any kind, character or description under any circumstances.

14.5 Venue:

All amounts due under this Contract, including, but not limited to, payments due under this Contract or damages for the breach of this Contract, shall be paid and be due in Williamson County, Texas, which is the County in which the Facility and the administrative offices of the City of Taylor are located. It is specifically agreed among the Parties to this Contract that Williamson County, Texas, is a principal place of performance of this Contract; and in the event that any legal proceeding is brought to enforce this Contract or any provision hereof, the same shall be brought in Williamson County, Texas.

14.6 Governing Law:

This Contract shall be construed under and in accordance with the laws of the State of Texas.

14.7 Amendments:

Any amendments to this Contract must be in writing and signed by both the Authority and Taylor.

14.8 Effective Date:

This Contract shall be effective from and after the date of execution by the Authority and Taylor and shall be dated the 21st day of April, 2004.

IN WITNESS WHEREOF, the Parties hereto acting under authority of their respective governing bodies have caused this Contract to be duly executed in several counterparts, each of which shall constitute an original, all as of the day and year first above written, which is the date of this Contract.

BRAZOS RIVER AUTHORITY

BY: Phil Ford
PHILLIP J. FORD

Title: GENERAL MANAGER/CEO

CITY OF TAYLOR

BY: Donald R. Hill
NAME

Title: MAYOR

THE STATE OF TEXAS

COUNTY OF Williamson

BEFORE ME; the undersigned authority, a Notary Public in and for the state of Texas, on this day personally appeared DONALD R HILL known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledge to me that the executed same for and as the act and deed of CITY OF TAYLOR and for the purposes and consideration therein expressed and in the capacity therein stated.

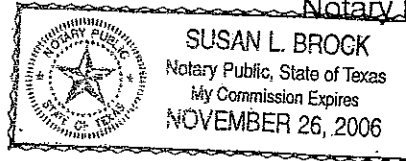
GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 21st day of April, 2003.4

Susan L Brock

Notary Public, State of Texas

THE STATE OF TEXAS

COUNTY OF **McLENNAN**



BEFORE ME, the undersigned authority, a Notary Public in and for the state of Texas, on this day personally appeared **Phillip Ford**, General Manager, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledge to me that the executed same for and as the act and deed of **BRAZOS RIVER AUTHORITY** and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 21st day of April, 2003.4

Tina Russell

Notary Public, State of Texas

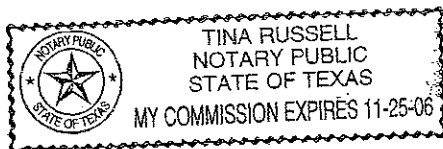


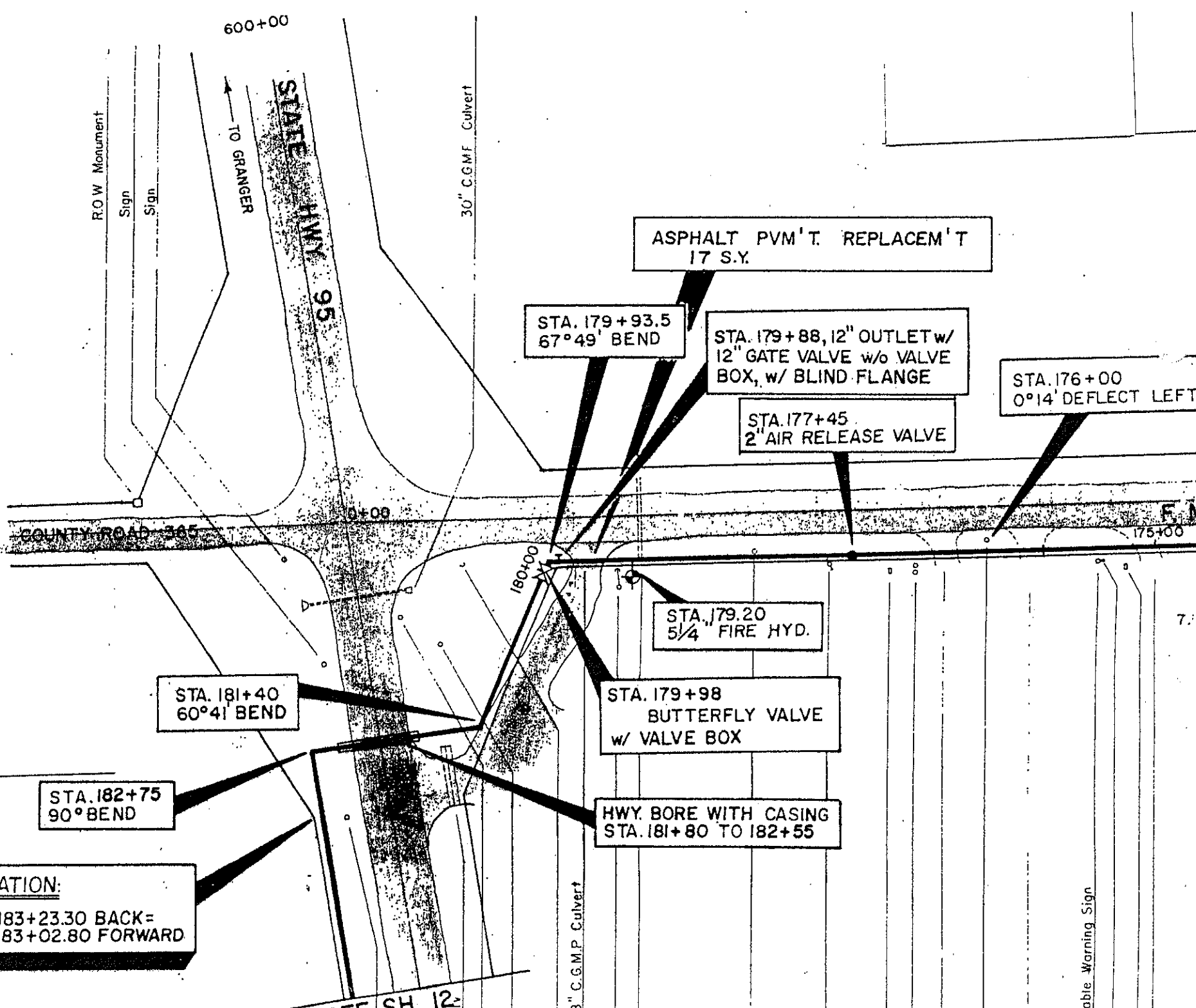
Exhibit A

Existing System and Defined Take Point(s)

The existing system shall mean the Lake Granger Water Treatment Plant and Lake Granger Raw Water Intake with a current capacity of approximately 4.0 mgd and all easements, right-of-ways, and associated infrastructure.

The City of Taylor's point of deliver is Station 182 + 75 (90 degree bend) as identified on the Record Drawing of Plan & Profile: STA 167 +50 to 184 + 50 City of Taylor Regional Water Transmission Main (see attached map) created by Steger & Bizzell Engineering. The transmission system (pipe) from this station through the water treatment facility to the Lake Granger intake structure will be owned, operated, and maintained by the Brazos River Authority.

The Authority agrees to provide water service to the house adjacent to the treatment as the City of Taylor agrees to provide septic use to the Authority.



EQUATION:

STA.183+23.30 BACK=
STA.183+02.80 FORWARD

Exhibit B

Personal Property

Personal property shall include any and all items which are not fixtures to the real property estate which are utilized in the normal operation and maintenance of the Existing System; including but not limited to the to following: supplies, inventories, tools, equipment, existing chemicals, parts, and accessories. The following list of equipment shall remain as property of the facilities being acquired by the Brazos River Authority from the City of Taylor.

- 250 KW Generator --
- 2 -- self contained breathing apparatus
- Auto Dialer
- 2 -- SCADA Computers -- Wonderware licenses
- One personal computer
- All Fire Extinguishers
- Secondary containment drums
- Drum dolly's and racks
- 27" CSE Hansen pipe clamp
- All Fans
- Clarifier Drives and spare parts
- Jar Test Apparatus
- Hach 2100 Turbidimeter
- EA940 ION Analyzer
- Hach Colorimeter
- Balance
- Fisher Scientific CL Titrimeter 397
- 1 copy machine -- Canon IC920
- 1 desk
- 1 set bookshelves

Exhibit C

Operating and Transition Plan

The Brazos River Authority is pleased to present its operating plan for the operation of the City of Taylor's Water Treatment facility. The Authority's plan will provide a smooth transition of services and optimize efficiency of the City's water treatment processes and facilities. This plan utilizes the existing staff of the City of Taylor to the greatest extent possible. The City's Water Treatment facilities will be managed and supported out of the Authority's Central Basin Region Operations team under the direct supervision of its management team located at the Authority's Central Office located in Waco, Texas.

TRANSITION

The Authority has an established working relationship with City staff and will begin working with City staff members, upon notification, to clarify any issues that the City might have. To the fullest extent possible, the Authority will utilize the City's existing staff to operate and maintain the facilities being acquired. It is the Authority's intention to designate these employees to these facilities.

To provide a smooth continuation of services, Authority staff will begin working with City personnel to become more familiar with operating records and the operations of the treatment plant. The Authority will notify utilities, suppliers, and other outside service providers, so that continuity of service and payment for services can be maintained through the actual transfer of ownership.

OPERATIONS

The Authority proposes to operate the Taylor facility to meet or exceed the regulatory requirements applicable to the facilities. The Authority operates all of its treatment facilities as a "good neighbor" and maintains its facilities to keep them as aesthetically pleasing as possible.

The Authority agrees to reimburse the City for cost of the electricity used at the Facility through December 31, 2004.

Currently, the treatment plant is operated by demand from the City's distribution system. As water levels in off-site storage tanks fall, a signal is sent to the plant PLC to initiate a high service pump startup. When the level in the off-site tank is sufficient, a signal is sent to the plant PLC to stop the high service pumps. As the facility is regionalized and the Authority is providing water to multiple customers from the treatment facility, the Authority will construct and/or implement controls and facilities that will continue to provide water to each of its customers in the manner just described. Signals from the City may be sent to

terminal storage and pumping facilities instead of the plant, but changes will be implemented in a manner that will keep service disruption to a minimum.

The Authority uses a preventative maintenance program and maintains computerized records of maintenance and equipment repairs. This computerized record is used to produce work orders and maintain historical records on equipment repairs so that better decisions can be made on equipment replacement. The Authority performs many equipment rebuilds and overhauls in-house as much as possible, thereby eliminating outside labor charges. Authority personnel have been factory-trained on some gearbox rebuilds and are trained in new maintenance methods and techniques. The Authority also performs many of its own electrical repairs and performs instrumentation installations, calibrations, and upgrades in-house. The ability to perform most maintenance items in-house results in better-maintained equipment at a lower cost to the City. Additionally, the Authority has numerous employees skilled in variety of disciplines ranging from instrumentation, SCADA, electrical, vibration analysis, pump and motor maintenance, carpentry, and general construction that will be called upon to assist with heavy maintenance activities as required.

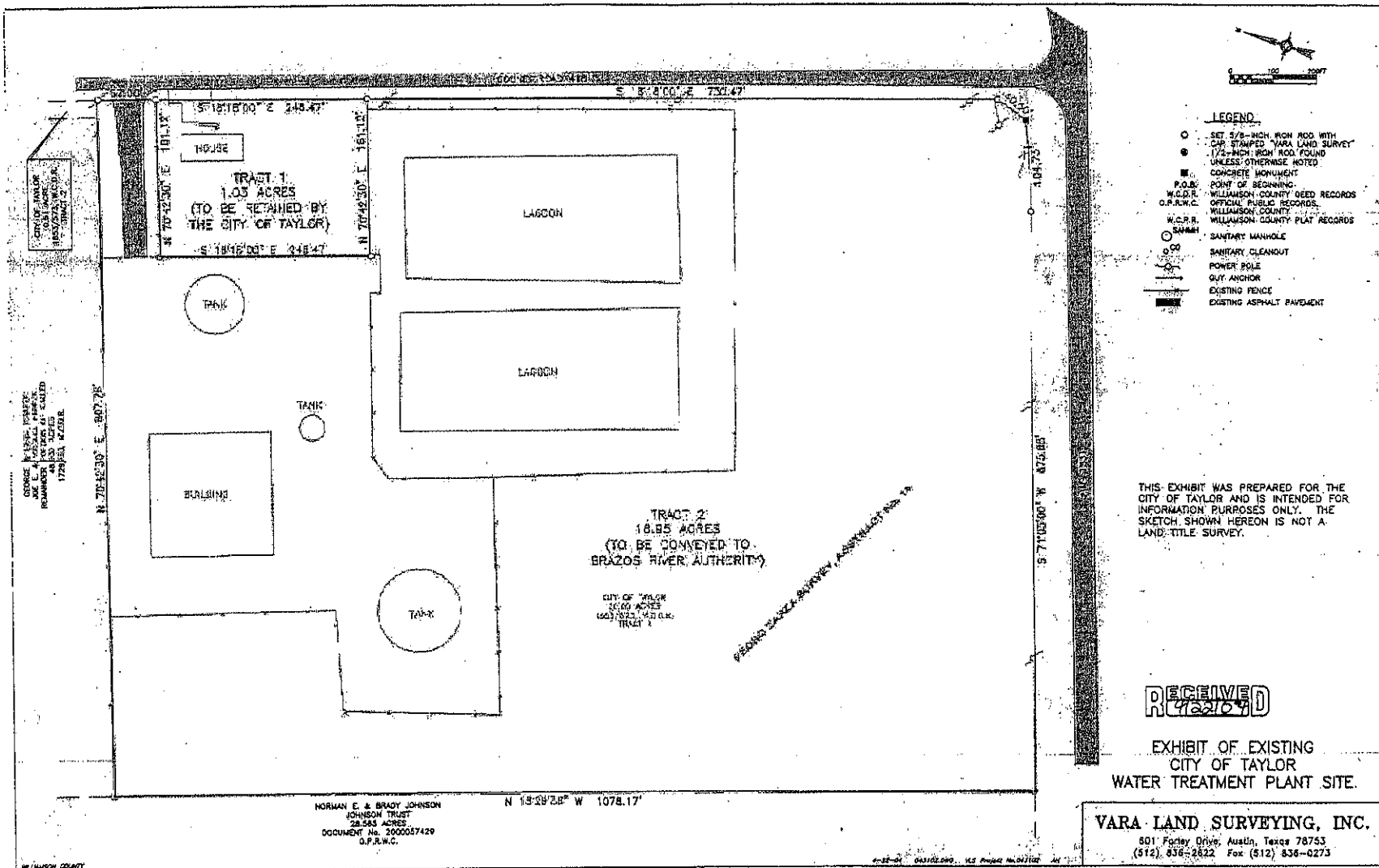
The Authority's commitment to quality, conservation, and service is paramount in all of its projects and activities. The Authority is dedicated to providing the best possible service at the lowest possible cost.

Employee Package

The existing employees who operate the City's Water Treatment Facility will be offered a position with the Brazos River Authority, contingent upon their successful completion of a drug screen and criminal background review.

The employees will be offered a full benefits package including paid health and dental insurance, and retirement benefits (employee only). They will receive twenty-five (25) personal time-off days (PTO) which takes into account their years of service while at the City. Furthermore, they will be given credit for their existing vacation and sick leave accrued while at the City of Taylor. As Authority employees, they will receive ten (10) paid holidays.

As Authority employees, they will have the title of Senior Technician with a starting hourly pay of \$19.27. The Authority will lease from the City the services of Gene Allan Pratt through June 30, 2004, at the rate of \$19.27 an hour. Pratt will report directly to an Authority employee and will be required to adhere to all Authority policies.



TED W. HEJL
ATTORNEY AT LAW
311 TALBOT
P. O. Box 192
TAYLOR, TEXAS 76574

(512) 365-6348

May 27, 2004

(512) 365-2226 FAX

Central
COPY

Ms. Laura Lee Vallon
Attorney
Brazos River Authority
P. O. Box 7555
Waco, Texas 76714-7555

Re: Sale from the City of Taylor, Texas, to
Brazos River Authority

Dear Ms. Vallon:

Attached are the following documents with regard to
the above referenced transaction:

1. Original General Warranty Deed which has been
executed by the City of Taylor. Please have the
Deed recorded and forward a file stamped copy to
the Longhorn Title Company;
2. Original Bill of Sale which has been executed by
the City of Taylor;
3. Original Assignment of Easement for a Right-of-
Way. This needs to be signed by the BRA and the
Department of the Army. Please forward me a copy
of the signed instrument;
4. Copy of the Affidavit as to Debts and Liens;
5. Original Closing Statement. Please have it
signed and return the original to me; and
6. Deletion of Arbitration Provision. Please sign
and return the original to me.

Ms. Laura Lee Vallon
Attorney
Brazos River Authority
May 27, 2004
Page 2

The delivery of these instruments is subject to your previous agreement to wire transfer Friday morning, May 28, 2004, \$4,300,341.35 to the Bank of New York and \$799,658.65 to the City of Taylor in accordance with the previous wiring instructions furnished to you on May 25, 2004.

If you have any questions or comments, please do not hesitate to contact me.

Kindest regards,

A handwritten signature in cursive script, appearing to read "Ted W. Hejl".

Ted W. Hejl

TWH:sm
Enclosure

c. Mr. Frank Salvato
Manager, City of Taylor

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

General Warranty Deed

Date: May 27, 2004

Grantor: THE CITY OF TAYLOR, TEXAS, a Texas home rule municipality

Grantor's Mailing Address:

THE CITY OF TAYLOR, TEXAS, a Texas home rule municipality
400 Porter Street
Taylor, Texas 76574
(Williamson County)

Grantee: BRAZOS RIVER AUTHORITY

Grantee's Mailing Address:

BRAZOS RIVER AUTHORITY
4600 Cobbs Dr., P. O. Box 7555, Waco, Texas 76714-7555
(McLennan County)

Consideration:

TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration.

Property (including any improvements):

BEING all that certain 18.95 acre tract of land and that certain 0.51 acre tract of land, both out of the Pedro Zarza Survey, Abstract No. 14, in Williamson County, Texas, and being more particularly described in two tracts by metes and bounds in Exhibit "A" and Exhibit "B", attached hereto and made a part hereof for all purposes.

Reservations from Conveyance:

None

Exceptions to Conveyance and Warranty:

1. Easement dated November 5, 1941 to Texas Power and Light Company, recorded in Volume 312, Page 422, Deed Records, Williamson County, Texas;

2. A 30' wide access easement across the 0.51 acre tract as set out and described in Deed dated December 30, 1981, from A. D. Goetz and Rosa Goetz to George Knapek and Joe Knapek, recorded in Volume 863, Page 940, Deed Records, Williamson County, Texas;

3. Non-exclusive Roadway Easement as reserved in Deed from George D. Knapek, et al to the City of Taylor, dated December 21, 1989, recorded in Volume 1853, Page 573, Official Records, Williamson County, Texas;

4. All visible and apparent easements and all underground easements, the existence of which may arise by unrecorded grant or by use;

5. Rights of parties in possession; and

6. Any portion of the herein described property which lies within the boundaries of a road or roadway.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the 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 way belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

As a material part of the Consideration for this deed, Grantor and Grantee agree that Grantee is taking the Property "AS IS" with any and all latent and patent defects and that there is no warranty by Grantor that the Property has a particular financial value or is fit for a particular purpose. Grantee acknowledges and stipulates that Grantee is not relying on any representation, statement, or other assertion with respect to the Property condition but is relying on Grantee's examination of the Property. Grantee takes the Property with the express understanding and stipulation that there are no express or implied warranties except for limited warranties of title set forth in this deed.

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

THE CITY OF TAYLOR, TEXAS, a Texas
home rule municipality

Donald R. Hill
By: Donald R. Hill
Its: Mayor

ATTEST:

Susan Brock
Susan Brock
Assistant City Clerk

STATE OF TEXAS)

COUNTY OF WILLIAMSON)

This instrument was acknowledged before me on this the 27th
day of May, 2004, by Donald R. Hill, Mayor of the City of
Taylor, Texas, a Texas home rule municipality, on behalf of said
municipality.



Sherri Moldenhauer
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Ted W. Hejl
Attorney at Law
P. O. Box 192
Taylor, Texas 76574

AFTER RECORDING RETURN TO:

Ted W. Hejl
Attorney at Law
P. O. Box 192
Taylor, Texas 76574

County: Williamson
Project: Taylor Water Plant
Project No. 043102

EXHIBIT "A"

FIELD NOTES

ALL OF THAT CERTAIN 18.95 ACRE TRACT OR PARCEL OF LAND SITUATED IN THE PEDRO ZARZA SURVEY, ABSTRACT NUMBER 14, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 20.00 ACRE TRACT OF LAND RECORDED IN THE NAME OF THE CITY OF TAYLOR IN VOLUME 1853, PAGE 573 OF THE WILLIAMSON COUNTY DEED RECORDS (W.C.D.R.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found for the southwest corner of said 20.00 acre tract and the southeast corner of a called 28.565 acre tract of land recorded in the name of Norman E. Brady Johnson, Johnson Trust in Document Number 2000057429 of the Official Public Records Williamson County (O.P.R.W.C.), said iron rod being on the northerly Right-of-Way (R.O.W.) line of F.M. 1331;

Thence, with the westerly line of said 20.00 acre tract and the easterly line of said 28.565 acre tract, North 18 degrees 29 minutes 38 seconds West, a distance of 1,078.17 feet to a 1/2-inch iron rod found for the northwest corner of said 20.00 acre tract and the southwest corner of the remainder portion of a called 48.937 acre tract of land recorded in the name of George & Linda Knappek and Joe E. & Virginia Knappek in Volume 1729, Page 80 of the W.C.D.R.;

Thence, with the northerly line of said 20.00 acre tract and the southerly line of said 48.937 acre remainder tract, North 70 degrees 42 minutes 30 seconds East, a distance of 807.78 feet to a 5/8-inch iron rod set for the northeasterly corner of said 20.00 acre tract and the southeasterly corner of said 48.937 acre remainder tract, said iron rod being on the westerly R.O.W. line of C.R. 496;

Thence, with the easterly line of said 20.00 acre tract and the westerly R.O.W. line of said C.R. 496, South 18 degrees 18 minutes 00 seconds East, a distance of 67.00 feet to a 5/8-inch iron rod set;

Thence, through and across said 20.00 acre tract the following three (3) courses and distances;

1. South 70 degrees 42 minutes 30 seconds West, a distance of 181.12 feet to a 5/8-inch iron rod set;
2. South 18 degrees 18 minutes 00 seconds East, a distance of 248.47 feet to a 5/8-inch iron rod set;
3. North 70 degrees 42 minutes 30 seconds East, a distance of 181.12 feet to a 5/8-inch iron rod set on the easterly line of said 20.00 acre tract and the westerly R.O.W. line of said C.R. 496;

Thence, with the easterly line of said 20.00 acre tract and the westerly R.O.W. line of said

C.R. 496, South 18 degrees 18 minutes 00 seconds East, a distance of 730.47 feet to a 5/8-inch iron rod set for the most easterly southeast corner of said 20.00 acre tract;

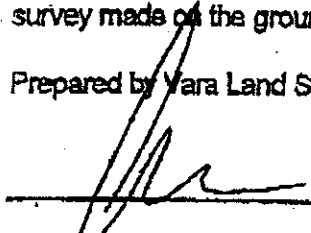
Thence, continuing with the easterly line of said 20.00 acre tract, South 17 degrees 44 minutes 00 seconds West, a distance of 40.50 feet to a concrete monument found for the most southerly southeast corner of said 20.00 acre tract, said monument also being on the northerly R.O.W. line of aforesaid F.M. 1331;

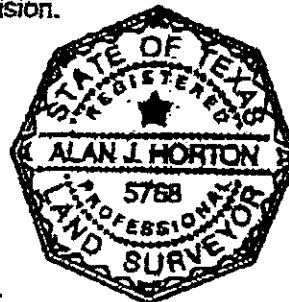
Thence, with the southerly line of said 20.00 acre tract and the northerly R.O.W. line of said F.M. 1331, 104.77 feet along the arc of a curve to the right, said curve having a central angle of 05 degrees 31 minutes 34 seconds, a radius of 1,086.28 feet, and a chord that bears South 68 degrees 19 minutes 00 seconds West, a distance of 104.73 to a 5/8-inch iron rod set;

Thence, continuing with the southerly line of said 20.00 acre tract and the northerly R.O.W. line of said F.M. 1331, South 71 degrees 05 minutes 00 seconds West, a distance of 675.68 feet to the POINT OF BEGINNING and containing 18.95 acres of land, more or less.

I hereby certify that these field notes were prepared by Vara Land Surveying, Inc., from a survey made on the ground in April of 2004 under my supervision.

Prepared by Vara Land Surveying, Inc.


Alan J. Horton
Registered Professional Land Surveyor No. 5768
Date: May 3, 2004



Bearing Basis: The bearings described herein are based on the westerly R.O.W. line of C.R. 416 being South 18 degrees 18 minutes 00 seconds East.

VARA LAND SURVEYING, INC.

Ph: (512) 836-2622

May 4, 2004

043102-11.doc

County: Williamson
Project: Taylor Water Plant
Project No. 043102

EXHIBIT "B"

FIELD NOTES

ALL OF THAT CERTAIN 0.51 ACRE TRACT OR PARCEL OF LAND SITUATED IN THE PEDRO ZARZA SURVEY, ABSTRACT NUMBER 14, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 0.51 ACRE TRACT OF LAND RECORDED IN THE NAME OF THE CITY OF TAYLOR IN VOLUME 1853, PAGE 573 OF THE WILLIAMSON COUNTY DEED RECORDS (W.C.D.R.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8-inch iron rod found for the most southerly southeast corner of said 0.51 acre tract and the northeast corner of a called 20.00 acre tract of land recorded in the name the City of Taylor in Volume 1853, Page 573 of the W.C.D.R., said iron rod being on the westerly Right-of-Way (R.O.W.) line of C.R. 496;

Thence, with the southerly line of said 0.51 acre tract and the northerly line of said 20.00 acre tract, South 70 degrees 42 minutes 30 seconds West, a distance of 20.05 feet to a 5/8-inch iron rod set for the most southerly southwest corner of said 0.51 acre tract, said iron rod being the southeasterly corner of the remainder portion of a called 48.937 acre tract of land recorded in the names of George & Linda Knappek and Joe E. & Virginia Knappek in Volume 1729, Page 80 of the W.C.D.R.;

Thence, with the westerly line of said 0.51 acre tract and the easterly line of said 48.937 acre remainder tract, the following three (3) courses and distances;

1. North 18 degrees 18 minutes 00 seconds West, a distance of 362.07 feet to a 1/2-inch iron rod found for a corner of said 0.51 acre tract;
2. North 48 degrees 48 minutes 00 seconds East, a distance of 205.18 feet to a 5/8-inch iron set for a corner of said 0.51 acre tract;
3. North 19 degrees 31 minutes 30 seconds West, a distance of 558.91 feet to a 5/8-inch iron rod set for the most northerly northwest corner of said 0.51 acre tract and the most northerly northeast corner of said 48.937 acre remainder tract, said iron rod being on the southerly line of a called 23.20 acre tract of land recorded in the name of the United States of America in Volume 571, Page 273 of the W.C.D.R.;

Thence, with the northerly line of said 0.51 acre tract and the southerly line of said 23.20 acre tract, South 52 degrees 50 minutes 30 seconds East, a distance of 36.14 feet to a concrete monument found for the most northerly northeast corner of said 0.51 acre tract, said monument being the northwesterly corner of a called 4.30 acre tract of land recorded in the name of Irene Stojanik in Document Number 9865951 of the Official Public Records of Williamson County (O.P.R.W.C.);

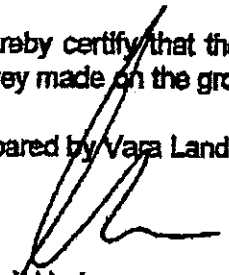
Thence, with the easterly line of said 0.51 acre tract and the westerly line of said 4.30 acre tract, South 19 degrees 31 minutes 30 seconds East, a distance of 542.43 feet to a 5/8-inch iron rod set for a corner of said 0.51 acre tract, said iron rod being the southwesterly corner of said 4.30 acre tract, also being on the northerly R.O.W. line of aforesaid C.R. 496;

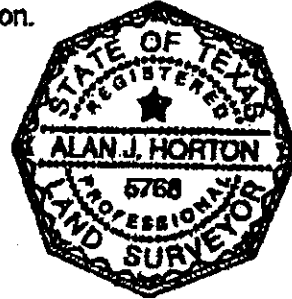
Thence, with the northerly and westerly R.O.W. line of said C.R. 496 the following two (2) courses and distances;

1. South 48 degrees 48 minutes 00 seconds West, a distance of 205.28 feet to a 60-d nail found for a corner of said 0.51 acre tract;
2. South 18 degrees 18 minutes 00 seconds East, a distance of 348.39 feet to the POINT OF BEGINNING and containing 0.51 acres of land, more or less.

I hereby certify that these field notes were prepared by Vara Land Surveying, Inc., from a survey made on the ground in May of 2004 under my supervision.

Prepared by Vara Land Surveying, Inc.


Alan J. Horton
Registered Professional Land Surveyor No. 5768
Date: May 3, 2004



Bearing Basis: The bearings described herein are based on the westerly R.O.W. line of C.R. 416 being South 18 degrees 18 minutes 00 seconds East.

VARA LAND SURVEYING, INC.

Plt: (512) 836-2822

May 4, 2004

043102-12.dbo

BILL OF SALE

Date: May 27, 2004

Seller: THE CITY OF TAYLOR, TEXAS, a Texas home rule municipality

Seller's Mailing Address (including county):

400 Porter Street
Taylor, Williamson County, Texas

Buyer: BRAZOS RIVER AUTHORITY

Buyer's Mailing Address (including county):

4600 Cobbs Dr., P. O. Box 7555, Waco,
McLennan County, Texas 76714-7555

Consideration: TEN DOLLARS (\$10.00) and other good and valuable consideration cash to Seller paid by Buyer, the receipt of which is hereby acknowledged and confessed, and for the payment of which no right or lien, expressed or implied, is retained;

Personal Property:

BEING all that certain personal property as shown in Exhibit "A", attached here to and made a part hereof for all purposes.

For value received Seller sells and delivers the personal property to Buyer and warrants and agrees to defend title to the personal property to Buyer and Buyer's successors against all lawful claims.

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

The personal property is being conveyed in a "as is" and "with all faults" basis, with no representations made or implied as to the quality, fitness, or condition of the personal property made by Seller and that Buyer is purchasing the personal property based solely upon its inspection of the personal property and no representations of the use, fitness, size, quality have been made concerning the personal property by Seller to Buyer. No warranties whether expressed or implied shall be made regarding

the personal property except the warranties regarding title to the personal property.

Dated this 27th day of May, 2004.

THE CITY OF TAYLOR, TEXAS
A Texas home rule municipality

Donald R. Hill
BY: Donald R. Hill
ITS: Mayor

ATTEST:

Susan Brock
Susan Brock
Assistant City Clerk

STATE OF TEXAS,
COUNTY OF WILLIAMSON.

27th This instrument was acknowledged before me on this the day of May, 2004, by Donald R. Hill, Mayor of the City of Taylor, Texas, a Texas home rule municipality, on behalf of said municipality.



Sherri Moldenhauer
Notary Public in and for
The State of Texas

EXHIBIT "A"

Personal Property

Personal property shall include any and all items which are not fixtures to the real property estate which are utilized in the normal operation and maintenance of the Existing System; including but not limited to the to following: supplies, inventories, tools, equipment, existing chemicals, parts, and accessories. The following list of equipment shall remain as property of the facilities being acquired by the Brazos River Authority from the City of Taylor.

- 250 KW Generator –
- 2 – self contained breathing apparatus
- Auto Dialer
- 2 – SCADA Computers – Wonderware licenses
- One personal computer
- All Fire Extinguishers
- Secondary containment drums
- Drum dolly's and racks
- 27" CSE Hansen pipe clamp
- All Fans
- Clarifier Drives and spare parts
- Jar Test Apparatus
- Hach 2100 Turbidimeter
- EA940 ION Analyzer
- Hach Colorimeter
- Balance
- Fisher Scientific CL Titrimeter 397
- 1 copy machine – Canon IC920
- 1 desk
- 1 set bookshelves

ASSIGNMENT OF EASEMENT FOR A RIGHT-OF-WAY

Name of Parties

THIS AGREEMENT is made between the City of Taylor, Texas, a Texas home rule municipality, called Assignor in this agreement, and Brazos River Authority, called the Assignee in this agreement.

Recitals

WHEREAS, an Easement for Right of Way, No. DAC W 63-2-80-0552, ("Easement") was executed on February 4, 1980, between the Department of the Army by and through the Secretary of the Army, as the Grantor, and the Assignor as Grantee, by the terms of which an Easement was granted to the Assignor as Grantee for the right, title and interest and for the term set forth in the Easement.

The Easement was amended by Amendment No. 1 to Easement No. DACW63-2-80-0552, Granger Lake, Texas, dated December 21, 1990, ("Amendment").

The Easement and the Amendment are attached hereto as Exhibit "A" and incorporated by reference herein for all purposes; and

WHEREAS, the Assignor now desires to assign the Easement, subject to the Amendment, to the Assignee and the Assignee desires to accept the assignment from Assignor.

Assignment

In consideration of the sum of \$10.00 and other good and

valuable consideration, receipt of which is acknowledged by this agreement, and the agreement of the Assignee to accept the Assignment as evidenced by the Assignee's signature, the Assignor assigns to the Assignee the Easement and all right, title, and interest in and to the Easement, subject to the Amendment, without recourse on Assignor.

Binding on successors

This agreement shall be binding on and inure to the benefit of the parties to this agreement, their successors and assigns.

Dated this the 27th day of May, 2004.

ASSIGNOR

THE CITY OF TAYLOR, TEXAS
A Texas home rule municipality



BY: Donald R. Hill
ITS: Mayor

ATTEST:


Susan Brock
Assistant City Clerk

ASSIGNEE

BRAZOS RIVER AUTHORITY



BY: PHILLIP J. FORD
ITS: GENERAL MANAGER/CEO

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

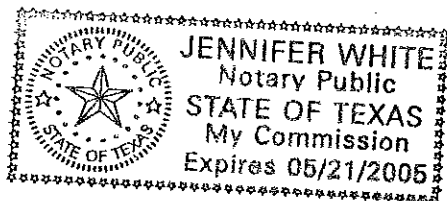
This instrument was acknowledged before me on this the 27th day of May, 2004, by Donald R. Hill, Mayor of the City of Taylor, Texas, a Texas home rule municipality, on behalf of said municipality.



Sherri Moldenhauer
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF McLennan §

This instrument was acknowledged before me on this the 28 day of May, 2004, by Phillip Ford, General Manager of the Brazos River Authority, on behalf of said Brazos River Authority.



Jennifer J. White
Notary Public, State of Texas

CONSENT OF GRANTOR

The undersigned is the Grantor in the Easement, subject to the Amendment described in the foregoing assignment. The undersigned consents to the assignment of the Easement, subject to the Amendment, to the Brazos River Authority.

GRANTOR

DEPARTMENT OF THE ARMY
U. S. ARMY CORPS OF ENGINEERS

BY: 

ITS: Chief, Real Estate Division
by the authority of the
Secretary of the Army

STATE OF TEXAS,
COUNTY OF _____.

This instrument was acknowledged before me on this ____ day
of _____, 2004, by _____, on behalf of
the U. S. Army Corps of Engineers as the Chief of the Real Estate
Division, Fort Worth District, Texas.

Notarize

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Ted W. Hejl
Attorney at Law
P. O. Box 192
Taylor, Texas 76574

EXHIBIT "A"

DEPARTMENT OF THE ARMY

EASEMENT FOR RIGHT OF WAY DACW 63-2-80-0552

WATER (PIPELINE) INTAKE STRUCTURE
AND APPURTENANT FACILITIES

ON GRANGER LAKE, TEXAS

THE SECRETARY OF THE ARMY, under and by virtue of the authority vested in him by Title 10, United States Code, Section 2669, ~~hereby grants to~~ and Section 2668 hereby grants to the City of Taylor, Williamson County, P.O. Box 810, Taylor, Texas 76574

hereinafter designated as the grantee, for a period not exceeding fifty (50) years from the date hereof, an easement for a right of way for the construction, operation, maintenance, and repair of (1) a raw water intake structure and (2) two forty eight (48) inch water pipelines, all said facilities hereinafter referred to as "said line"

over, across, in, and upon land under the control of the Secretary of the Army at the location shown in red on Exhibit "B" attached hereto and made a part hereof, and described as follows: shown on the land description, Exhibit "A" attached hereto and made a part hereof.

* of execution on behalf of the Secretary of the Army

THIS EASEMENT is granted subject to the following conditions:

- ~~1. The grantee shall pay to the United States compensation in the amount of~~
~~(\$)~~
~~, payable in advance. Compensation shall be made payable to the~~
~~Treasurer of the United States and forwarded by the grantee to~~

2. The installation and/or operation and maintenance of said line shall be accomplished without cost or expense to the United States under the general supervision and subject to the approval of the officer having immediate jurisdiction over the property, hereinafter designated as "said officer", and in such manner as not to endanger personnel or property of the United States on the said United States land or obstruct travel on any road thereon. The grantee shall have the right of ingress and egress for such purposes.

3. The use and occupation of said land incident to the exercise of the privileges hereby granted shall be subject to such rules and regulations as the said officer may from time to time prescribe.

4. The grantee shall supervise the said line and cause it to be inspected at reasonable intervals, and shall immediately repair any leaks found therein as a result of such inspection, or when requested by said officer to repair any defects. Upon completion of the installation of said line and the making of any repairs thereto, the premises shall be restored immediately by the grantee, at the grantee's own expense, to the same condition as that in which they existed prior to the commencement of such work, to the satisfaction of the said officer.

5. Any property of the United States damaged or destroyed by the grantee incident to the use and occupation of the said premises, shall be promptly repaired or replaced by the grantee to the satisfaction of the said officer or in lieu of such repair or replacement the grantee shall, if so required by the said officer, pay to the United States money in an amount sufficient to compensate for the loss sustained by the United States by reason of damages to or destruction of Government property.

6. The United States reserves to itself the right to construct, use, and maintain across, over, and/or under the right of way hereby granted, electric transmission, telephone, telegraph, water, gas, gasoline, oil and sewer lines, and other facilities, in such manner as not to create any unreasonable interference with the use of the right of way herein granted.

7. The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the use and occupation of the said premises, nor for damages to the property of the grantee, or for injuries to the person of the grantee (if an individual), nor for damages to the property or injuries to the person of the grantee's officers, agents, servants, or employees, or others who may be on said premises at their invitation or the invitation of any one of them, arising from or incident to government activities, and the grantee shall hold the United States harmless from any and all such claims.

8. The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the construction, maintenance, and use of said line.

9. That the grantee shall furnish through said line such service as may be required from time to time for governmental purposes on said land, provided that payment for such service will be made by the United States at rates which shall be mutually agreeable but which shall never exceed the most favorable rates granted by the grantee for similar service.

~~10. In the event all or any portion of said land occupied by said line shall be needed by the United States, or in the event the existence of said line shall be considered detrimental to governmental activities, the grantee shall, from time to time, upon notice so to do, and as often as so notified, remove said line and related facilities to such other location or locations on said land as may be designated by said officer, and, in the event said line shall not be removed or relocated within ninety (90) days after any aforesaid notice, the United States may cause the same to be done at the expense of the grantee.~~

~~11. This easement may be terminated by the Secretary of the Army upon a reasonable notice to the grantee if the Secretary of the Army shall determine that the right of way hereby granted interferes with the use or disposal of said land or any part thereof by the United States, or it may be terminated by the Secretary of the Army for failure, neglect, or refusal by the grantee fully and promptly to comply with any and all of the conditions of this grant, or for nonuse, or for abandonment.~~

12. Upon the expiration or termination of this grant, the grantee shall, without expense to the United States, and within such time as the Secretary of the Army may indicate, remove the said line from said land and restore the premises hereby authorized to be used and occupied to a condition satisfactory to the said officer. In the event the grantee shall fail, neglect, or refuse to remove the said line and so restore the premises, the United States shall have the option either to take over the said line as the property of the United States, without compensation therefor, or to remove the said line and perform the restoration work as aforesaid at the expense of the grantee, and in no event shall the grantee have any claim for damages against the United States or its officers or agents, on account of the taking over of said line or on account of its removal.

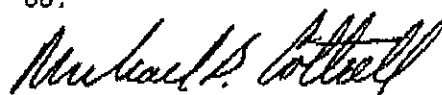
13. The conditions of this instrument shall extend to and be binding upon and shall inure to the benefit of the heirs, representatives, successors, and assigns of the grantee.

14. That it is understood that this instrument is effective only insofar as the rights of the United States in the said property are concerned; and that the grantee shall obtain such permission as may be necessary on account of any other existing rights.

Prior to execution of this easement, the granting clause and Conditions 1, 10, 11, and 13 were deleted and/or modified and Conditions 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, and 30 were added.

This easement is not subject to Title 10, United States Code, Section 2682.

IN WITNESS WHEREOF I have hereunto set my hand this 4th
day of February 19 80.



MICHAEL B. COTTRELL
Chief, Real Estate Division

15. The installation and/or operation and maintenance of said line shall be accomplished in accordance with applicable Federal, state, and local laws and regulations.

16. That grantee shall not discriminate against any person or persons because of race, color, sex, age, or national origin in the conduct of its operations hereunder. The grantee furnishes as part of the contract as Assurance (Exhibit "C") that it will comply with Title VI of the Civil Rights of 1964 (78 Stat. 241) and the Department of Defense Directive (5500.00) issued pursuant thereto and published in Part 300 of Title 32, Code of Federal Regulations.

17. All items having apparent historical or archaeological interest which are discovered in the course of any activities of the grantee shall be carefully preserved. The grantee shall leave any archaeological find undisturbed and shall report the find immediately to the area engineer in charge of the project.

18. In the event all or any portion of said land occupied by said line shall be needed by the United States due to (a) any national emergency, present or future, declared by the President or the Congress of the United States; or (b) the Secretary of the Army determines that removal or relocation of said line is necessary in the interest of national defense, the grantee shall, from time to time upon notice to do so, and as often as so notified, remove said lines and related facilities to such other location or locations on said land as may be designated by said office, and, in the event said line shall not be removed or relocated within ninety (90) days after any aforesaid notice, the United States may cause the same to be done at the expense of the grantee.

19. That the Government may terminate this easement at any time by giving thirty (30) days written notice by the District Engineer to the grantee (a) during any national emergency, present or future, declared by the President or the Congress of the United States; or (b) in the event the Secretary of the Army determines that termination of this easement is necessary in the interest of national defense; or (c) in the event the grantee violates any of the terms and conditions of this easement and continues and persists for thirty (30) days after notice thereof in writing by the District Engineer; or (d) for nonuse or abandonment.

20. That the installation and/or operation and maintenance of said line shall be accomplished without cost or expense to the United States under the general supervision and subject to approval of said officer, and in such manner as not to endanger personnel or property of the United States. The grantee shall have right to ingress and egress for such purpose.

21. That as built plans and specifications of the intake structure and water pipeline, when completed, will be submitted to the District Engineer for review.
22. That all backfill shall be compacted to a minimum density of 92 percent Standard Proctor.
23. That all areas that have been disturbed as a result of construction on the site shall be restored as nearly as possible to the original conditions. The area shall be revegetated with trees and grass (seeded with bermuda) and protected against erosion.
24. That displacement material (spoil) shall be spread evenly over the construction site to blend with the natural terrain.
25. That the intake line shall be adequately anchored to insure against floatation.
26. That buoy markers shall be provided in compliance with the Texas Department of Health Resources.
27. That the construction easement shall be 150 feet on either side of the centerline of intake pipe and extend 100 feet southerly beyond the pump station.
28. That spoil or fill material shall not be placed on site area recognized as Site NO 41WM156.
29. That access and/or service roads, utilities, etc., that may be required in conjunction with the operation of the proposed system must receive prior approval and a separate instrument.
30. That appropriate approval by the Texas Department of Health Resources and other applicable authorities shall be submitted for review.

STATE OF TEXAS X

COUNTY OF TARRANT X

BEFORE ME, a Notary Public in and for the State of Texas, County of Tarrant, personally appeared Michael B. Cottrell, to me known to be the identical person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the said instrument for the purpose therein expressed and in the capacity therein stated and as the act and deed of the United States of America.

GIVEN UNDER MY HAND AND SEAL this 4th day of February 1980.

Virginia C. Neel
VIRGINIA C. NEEL
NOTARY PUBLIC IN AND FOR
COUNTY OF TARRANT
STATE OF TEXAS

My Commission Expires:

26 April 1981

The above instrument, together with all the conditions thereof,
is hereby accepted this 25th day of January 1980.

CITY OF TAYLOR

BY: Weldon Berger

Chairman - Board of Commissioners
TITLE

ATTEST:

Sherry Morrison

C E R T I F I C A T E

I, Sherry Morrison, certify that I am the city
clerk of the municipal corporation named as grantee
herein; that Weldon Berger, who signed this instrument on behalf
of the grantee was then Chairman of the municipal corporation;
that said instrument was duly signed for and in behalf of said municipal
corporation by authority of its governing body and is within the scope
of its legal corporate powers.

Sherry Morrison (SEAL)

GRANGER DAM & LAKE

PARCEL II

A tract of land situated in the County of Williamson, State of Texas, being part of the Pedro Zarza Survey (A-14), and being more particularly described as follows, all bearings being referred to the Texas Plane Coordinate System, Central Zone:

FROM Government marker No. 354-3 for the southeast corner for a tract of land designated as Tract No. 600 for Granger Dam & Lake, acquired by the United States of America from A. D. Goetz, et ux; by deed dated 12 July 1973, along the east boundary line for said Tract No. 600 as follows: north 22°08' west, 430 feet to a point;
THENCE north 65°24' east, 60.00 feet to a point;
THENCE north 22°08' west, 60.00 feet to a point;
THENCE south 65°24' west, 60.00 feet to a point;
THENCE north 22°08' west, 452.17 feet to a point;
THENCE departing the east boundary line for said Tract No. 600, south 68°00' west, 32.06 feet to a point;
THENCE north 51°32' west, 393.46 feet to a point;
THENCE south 38°21' west, 125 feet to the point of beginning;
THENCE south 38°21' west, 50 feet to a point;
THENCE north 51°39' west, 350 feet to a point;
THENCE north 38°21' east, 50 feet to a point;
THENCE south 51°39' east, 350 feet to the point of beginning,
containing 0.40 acres, more or less.

EXHIBIT A

ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT OF
DEFENSE DIRECTIVE UNDER TITLE VI OF THE CIVIL
RIGHTS ACT OF 1964

CITY OF TAYLOR

(Name of Applicant-Recipient) (hereinafter called "Applicant-

Recipient") HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 300, issued as Department of Defense Directive 5500.11, 28 December 1964) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the Directive, no person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant-Recipient receives Federal financial assistance from the Department of the Army and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant-Recipient by the Department of the Army, assurance shall obligate the Applicant-Recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant-Recipient for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant-Recipient for the period during which the Federal financial assistance is extended to it by the Department of the Army.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal Financial assistance extended after the date hereof to the Applicant-Recipient by the Department, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The Applicant-Recipient recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant-Recipient, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Applicant-Recipient.

Dated January 25, 1980

CITY OF TAYLOR

(Applicant-Recipient)

P.O. Box 811

By: Weldon R. Beyer

Taylor, Texas 76574
(Mailing Address)

Chairman - Board of Commissioners
(Title)

EXHIBIT C

AMENDMENT NO. 1
TO
EASEMENT NO. DACW63-2-80-0552
GRANGER LAKE, TEXAS

This Amendment No. 1 to Easement No. DACW63-2-80-0552, made and entered into by and between the City of Taylor, Post Office Box 810, Taylor, Texas 76574, hereinafter referred to as grantee.

W I T N E S S E T H:

WHEREAS, on 4 February 1980, the Secretary of the Army granted to the City of Taylor, the above-numbered easement for (1) a raw water intake structure and (2) two forty-eight (48) inch water pipelines across Tract No. 600, Granger Lake, Texas, as more specifically described in said easement; and

WHEREAS, the grantee has requested that the original easement be amended to include an additional right-of-way for the placement of (2) water pumps, an intake screen, a small building for electrical controls and meter, an overhead electric line, a 30-inch concrete steel pipe to transmit water to the water treatment plant and an access road, and the Government is agreeable thereto;

NOW, THEREFORE, Easement No. DACW63-2-80-0552 is hereby amended in the following respects only.

1. Delete from the granting clause of the original easement, the following words "an easement for a right of way for the construction, operation, maintenance and repair of (1) a raw water intake structure and (2) two forty-eight (48) inch water pipelines" and substitute in lieu thereof, "an easement for a right-of-way for the construction, operation, maintenance, and repair of (1) a raw water line intake structure, (2) two forty-eight (48") inch water pipelines (3) a thirty (30") inch concrete steel water pipeline (4) an intake screen, (5) a junction box (6) an overhead electric line, and a small building for electrical controls, (7) an access road (8) two water pumps in an area containing approximately 1.91 acres more or less", and add Exhibits "A-1", "B-1", "D", and "E" attached hereto and made a part hereof.

2. Condition No. 31 is hereby added to the original easement to read as follows: "The use of any pesticide on the easement premises must be in accordance with appropriate Federal, state, or local laws, rules, and regulations."

3. Conditions No. 32 is hereby added to the original easement to read as follows: "The grantee shall construct, operate, and maintain the said line in accordance with the National Electric Safety Code."

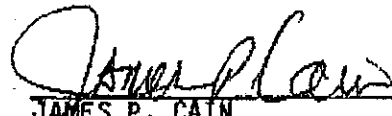
4. Condition No. 33 is hereby added to the original easement to read as follows: "That the grantee will construct a guard post and cable barrier on the west boundary of the road easement, being 25 feet from the road center line to the specifications listed in EXHIBIT "D"."

5. Condition No. 34 is hereby added to the original easement to read as follows: "That the grantee shall return the disturbed areas within the 50-foot road right-of-way with buffalo grass at the same rate as the water treatment plant."

6. Condition No. 35 is hereby added to the original easement to read as follows: "That the low point of sag in the 12.5 KV electric line must be maintained at or above the 583.0 feet National Geodetic Vertical Datum (NGVD) elevation. Any deviation to the size of the electric line must be in compliance with the low wire clearance above water elevation shown on EXHIBIT "E".

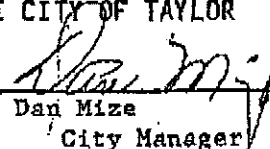
EXCEPT for the revisions above, the terms and conditions of the easement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand by the authority of the Secretary of the Army this 21st day of December, 1990.


JAMES P. CAIN
Chief, Real Estate Division

The above instrument, together with all the conditions thereof, is hereby accepted this 12th day of December, 1990.

THE CITY OF TAYLOR

BY: 

Dan Mize

City Manager

(TITLE)

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on this 21st day of December, 1990, by James P. Cain on behalf of the U. S. Army Corps of Engineers as the Chief of the Real Estate Division, Fort Worth District, Texas.

Sylvia Cabello
NOTARY PUBLIC
State of Texas

Sylvia Cabello
(Print Name)

Notary's Commission Expires:

6-18-94

STATE OF TEXAS

COUNTY OF Williamson

This instrument was acknowledged before me on this 12th day of December, 1990, by Dan Mize as City Manager the City of Taylor and on behalf of said City of Taylor.



Sherry Morrison
NOTARY PUBLIC

SHERRY MORRISON
(Print Name)

Notary's Commission Expires:

2-15-92

C E R T I F I C A T E

I, Clifford Preuss, certify that I am the Chairman, Board of Commissioners of the City of Taylor, named as grantee herein: that Dan Mize, who signed this amendment on behalf of the City of Taylor was then City Manager of the City of Taylor and that said instrument was duly signed for and on behalf of the City of Taylor by authority of its governing body and is within the scope of its legal powers.


Clifford Preuss

**FIELD NOTES FOR A PUMPHOUSE, RAW WATERLINE, ELECTRIC LINE, SIGNAL
LINE & ACCESS ROAD EASEMENT:**

BEING 5.55 acres of land, situated in the Pedro Zarza Survey, Abstract No. 14, in Williamson County, Texas, said land being a portion of that certain tract of land, called 23.20 acres, as conveyed to the United States of America by deed as recorded in Volume 571, Page 273, of the Deed Records of Williamson County, Texas. Surveyed on the ground in the month of September, 1989, under the supervision of Don H. Bizzell, Registered Professional Land Surveyor, and being more particularly described in three tracts as follows;

Tract I, 1.51 acres (Permanent Easement)

BEGINNING at government property monument No. 600-2 found marking the most southerly corner of the above-referenced 23.20 acre United States of America tract, for the most southerly corner hereof;

THENCE, N 52° 50' 30" W, 701.48 feet to government property monument No. 354-3 found marking an interior corner of the said 23.20 acre United States of America tract, for an interior corner hereof;

THENCE, along a southerly line of the said 23.20 acre United States of America tract, S 82° 12' W, 17.61 feet to a point for the Southwest corner hereof;

THENCE, N 14° 03' W, 575.87 feet to a point; N 41° 18' 30" W, 49.82 feet to a point and N 28° 42' W, 60.00 feet to a point for the Northwest corner hereof;

THENCE, N 61° 18' E, 65.00 feet to a point for the most northerly Northeast corner hereof;

THENCE, S 28° 42' E, 77.54 feet to a point; S 14° 03' E, 575.32 feet to a point and S 52° 50' 30" E, 644.48 feet to a point on the East line of the said 23.20 acre United States of America tract, for the most southerly Northeast corner hereof;

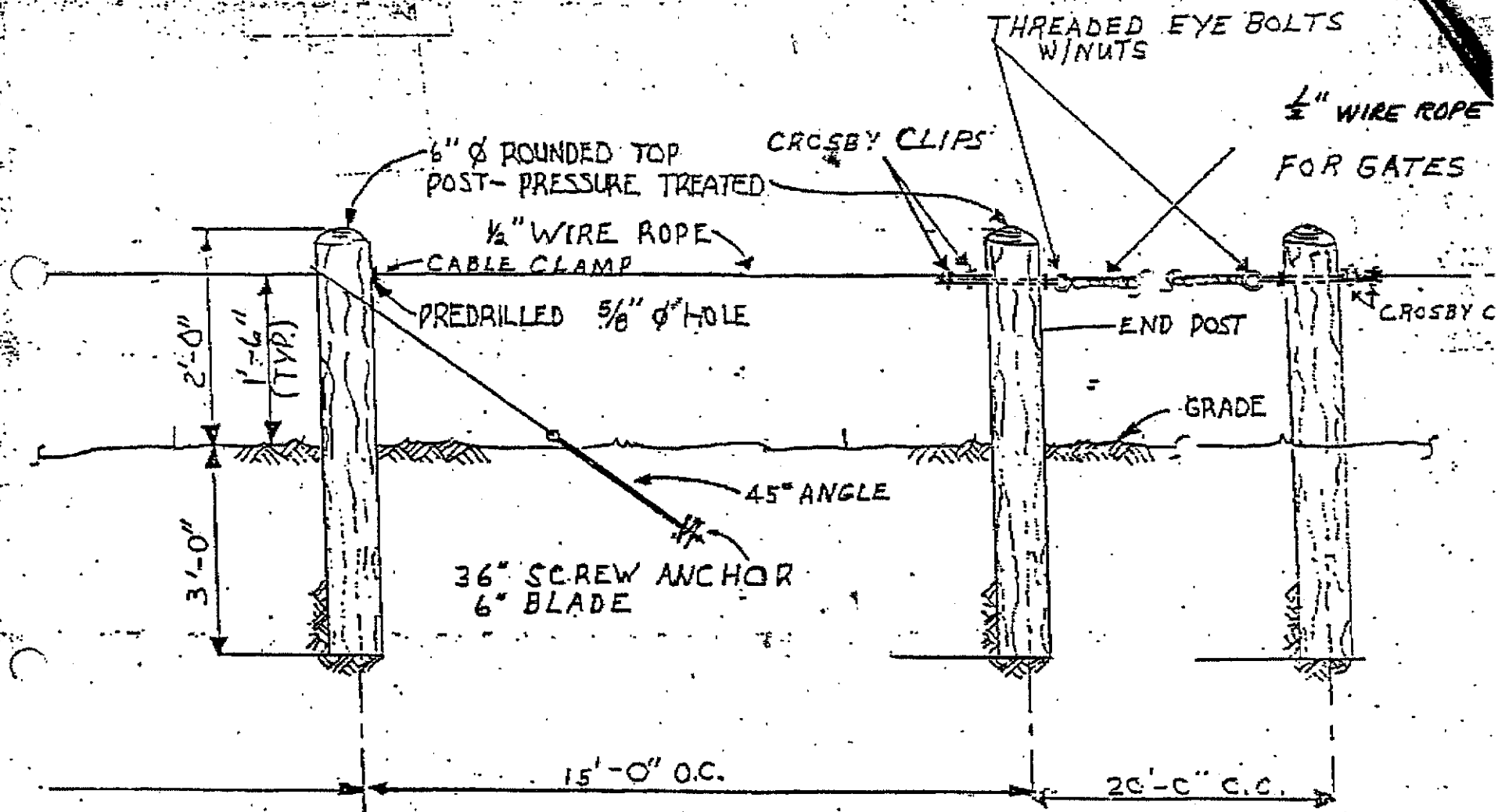
THENCE, S 19° 31' 30" E, 91.04 feet to the Place of BEGINNING and containing 1.51 acres of land.

CORPS OF MEERS LAKES, FORT NORTH DISTRICT
LOW SAG ELEVATION OF ELECTRIC AND COMMUNICATION LINES
(Ref ER 1110-2-4401 [5 sep 86])

LAKE	FLOOD CONTROL POOL	50YR FLOOD POOL	Low Wire Clearance Above Basic Water Elevation							LOW WIRE SAG ELEV (M)
			0-87KV	88-115KV	116-161KV	162-230KV	231-345KV	346-500KV	501-765KV	
GRANGER	528.0	525.0	55							583.0
				56						584.0
					57					585.0
						58				586.0
							60			588.0
								64		592.0
									69	597.0

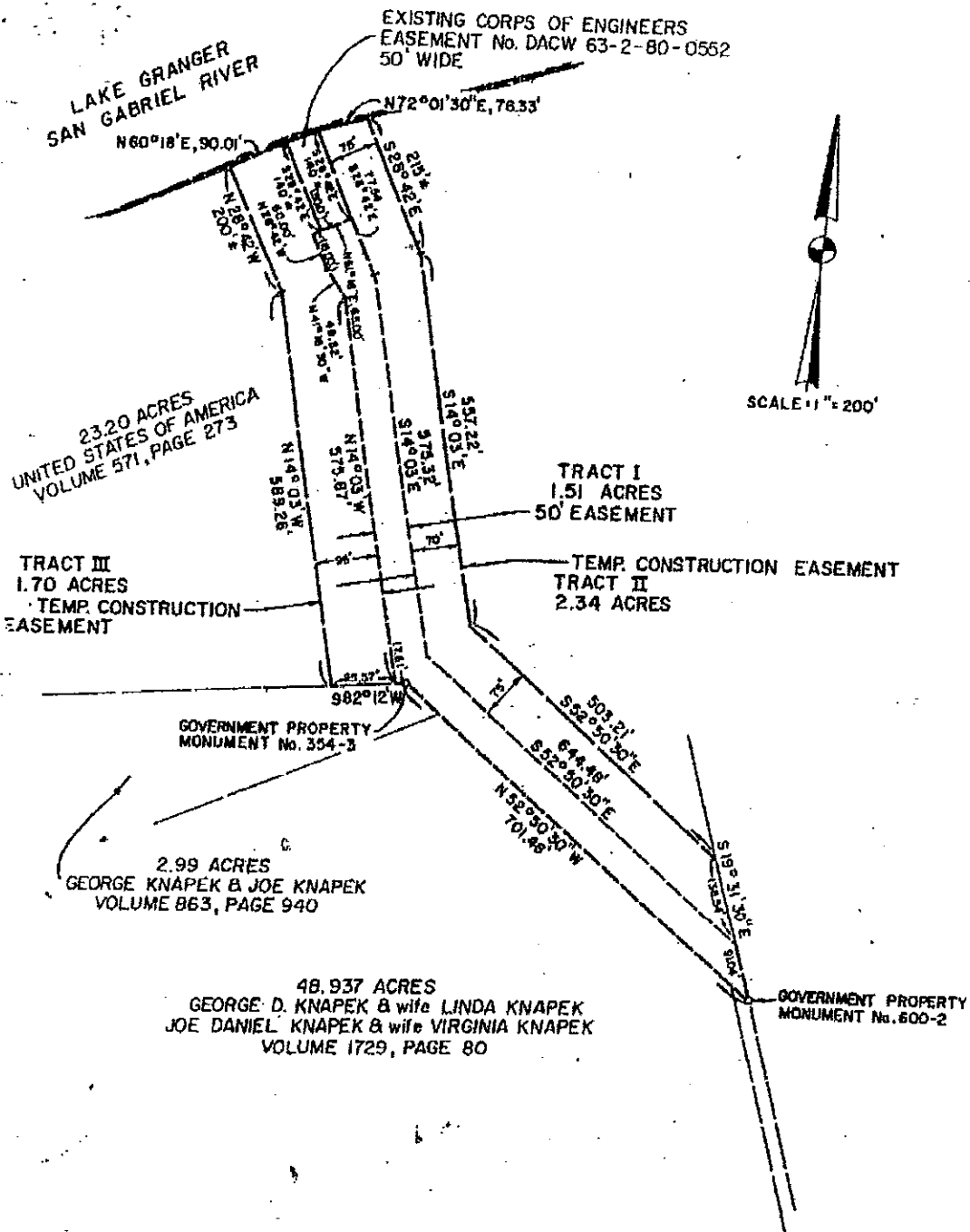
NOTES:

1. Sailboat rigging and launching areas shall have clearances of 5 feet greater than those given above.
2. All indicated voltages are phase to ground. Wye circuit voltage must be converted to this basis to determine clearances.
3. Low voltage communication lines as defined in Section 2 of NESC, (1984 Edition) shall have a minimum vertical clearance of 52 feet.



POST & CABLE BARRIER

NOT TO SCALE



SKETCH TO ACCOMPANY FIELD NOTES
FOR A
PUMPHOUSE, RAW WATERLINE,
ELECTRIC LINE, SIGNAL LINE &
ACCESS ROAD EASEMENT

COPY

INDEMNITY AND AFFIDAVIT AS TO DEBTS AND LIENS AND POSSESSION

TO: Longhorn Title Company

GF# 03032669

PROPERTY:

BEING all that certain 18.95 acre tract of land and that certain 0.51 acre tract of land, both out of the Pedro Zarza Survey, Abstract No. 14, in Williamson County, Texas, and being more particularly described in two tracts by metes and bounds in Exhibit "A" and Exhibit "B", attached hereto and made a part hereof for all purposes.

STATE OF TEXAS,

*

*

COUNTY OF WILLIAMSON.

*

BEFORE ME, the undersigned authority, on this day appeared The City of Taylor, Texas, acting by and through it's Mayor, Donald R. Hill (Seller or Owner-Borrower), personally known to me to be the person(s) whose name is/are subscribed hereto, and who upon oath deposes and represents to the purchasers and/or lender in this transaction that to their knowledge there are:

1. No unpaid debts for taxes, plumbing fixtures, water heaters, floor furnaces, air conditioners, radio or television antennae, carpeting, rugs, lawn sprinkling systems, venetian blinds, window shades, draperies, electric appliances, fences, street paving, or any personal property or fixtures that are located on the subject property described above, and that no such items have been purchased on time payment contracts, and there are no security interests on such property secured by financing statement, security agreement or otherwise, except the following:

SECURED PARTY

APPROXIMATE AMOUNT

N/A

2. No loans or liens (including Federal or State Liens and Judgment Liens) of any kind on such property, except the following:

CREDITOR

APPROXIMATE AMOUNT

N/A

3. All labor and material used in the construction of improvements on the above described subject property have been paid for and there are now no unpaid labor or material claims against the improvements or the property upon which same are situated, and I hereby declare that all sums of money due for the erection of improvements have been fully paid and satisfied; that all improvements are completed and accepted by owner and that all contractors, subcontractors, laborers and materialmen have been paid in full, and that no mechanic's or materialmen's liens are attached.

INDEMNITY: I/WE AGREE TO PAY ON DEMAND TO THE PURCHASERS AND/OR LENDER IN THIS TRANSACTION, THEIR SUCCESSORS AND ASSIGNS, ALL AMOUNTS SECURED BY ANY AND ALL LIENS NOT SHOWN ABOVE, TOGETHER WITH ALL COSTS, LOSS AND ATTORNEY'S FEES THAT SAID PARTIES MAY INCUR IN CONNECTION WITH SUCH UNMENTIONED LIENS, PROVIDED SAID LIENS EITHER CURRENTLY APPLY TO SUCH PROPERTY, OR APART THEREOF, OR ARE SUBSEQUENTLY ESTABLISHED AGAINST SAID SUBJECT PROPERTY AND ARE CREATED BY ME, KNOWN TO ME, OR HAVE AN INCEPTION DATE PRIOR TO THE CONSUMMATION OF THIS TRANSACTION.

THIS AFFIDAVIT IS MADE TO THE PURCHASER AND/OR LENDER, AND TO THE TITLE COMPANY, AS AN INDUCEMENT TO THEM TO COMPLETE THE ABOVE REFERENCED TRANSACTION, AND I REALIZE THAT SAID PURCHASER AND/OR LENDER AND TITLE COMPANY ARE RELYING ON THE REPRESENTATIONS CONTAINED HEREIN; AND THE UNDERSIGNED DOES HEREBY SWEAR UNDER THE PENALTIES OF PERJURY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT IN ALL RESPECTS.

WARNING: House Bill 1160 has added Sections 53.085 and 162.005 as well as amended other sections of Chapter 162 of the Texas Property Code, so that any person who has furnished labor or materials for the construction of improvements shall, upon request and as a condition of final payment for his labor or materials, provide an Affidavit stating that each of his subcontractors, suppliers, laborers or materialmen have been paid in full or, if that is not the case, listing the name of any subcontractor, supplier, laborer or materialmen who have not been paid in the amount owed. A seller must also provide such an Affidavit prior to Closing. Any person intentionally, knowingly, or recklessly making a false or misleading statement in this Affidavit commits a Class A Misdemeanor (Section 53.085). Any person who knowingly retains, uses, disburses or otherwise diverts Trust Funds, without first

paying all current or past due obligations, has misapplied the Trust Funds. Misapplication of Trust Funds amounting to \$500.00 or more is either a Class A Misdemeanor, or if the person acted with intent to defraud, a Third Degree Felony (Amendment to Chapter 162). DO NOT SIGN THIS AFFIDAVIT IF ALL LABOR, MATERIALS, SUBCONTRACTORS AND SUPPLIERS HAVE NOT BEEN PAID.

THE CITY OF TAYLOR, TEXAS, a Texas
home rule municipality

Donald R. Hill

By: Donald R. Hill

Its: Mayor

ATTEST:

Susan Brock

Susan Brock

Assistant City Clerk

STATE OF TEXAS,
COUNTY OF WILLIAMSON.

This instrument was sworn to and acknowledged before me on this the 27th day of May, 2004, by Donald R. Hill, Mayor of the City of Taylor, Texas, a Texas home rule municipality, on behalf of said municipality.



Sherri Moldenhauer

Notary Public in and for
The State of Texas

County: Williamson
Project: Taylor Water Plant
Project No. 043102

EXHIBIT "A"

FIELD NOTES

ALL OF THAT CERTAIN 18.95 ACRE TRACT OR PARCEL OF LAND SITUATED IN THE PEDRO ZARZA SURVEY, ABSTRACT NUMBER 14, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 20.00 ACRE TRACT OF LAND RECORDED IN THE NAME OF THE CITY OF TAYLOR IN VOLUME 1853, PAGE 573 OF THE WILLIAMSON COUNTY DEED RECORDS (W.C.D.R.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found for the southwest corner of said 20.00 acre tract and the southeast corner of a called 28.565 acre tract of land recorded in the name of Norman E. Brady Johnson, Johnson Trust in Document Number 2000057429 of the Official Public Records Williamson County (O.P.R.W.C.), said iron rod being on the northerly Right-of-Way (R.O.W.) line of F.M. 1331;

Thence, with the westerly line of said 20.00 acre tract and the easterly line of said 28.565 acre tract, North 18 degrees 29 minutes 38 seconds West, a distance of 1,078.17 feet to a 1/2-inch iron rod found for the northwest corner of said 20.00 acre tract and the southwest corner of the remainder portion of a called 48.937 acre tract of land recorded in the name of George & Linda Knappek and Joe E. & Virginia Knappek in Volume 1729, Page 80 of the W.C.D.R.;

Thence, with the northerly line of said 20.00 acre tract and the southerly line of said 48.937 acre remainder tract, North 70 degrees 42 minutes 30 seconds East, a distance of 807.78 feet to a 5/8-inch iron rod set for the northeasterly corner of said 20.00 acre tract and the southeasterly corner of said 48.937 acre remainder tract, said iron rod being on the westerly R.O.W. line of C.R. 496;

Thence, with the easterly line of said 20.00 acre tract and the westerly R.O.W. line of said C.R. 496, South 18 degrees 18 minutes 00 seconds East, a distance of 67.00 feet to a 5/8-inch iron rod set;

Thence, through and across said 20.00 acre tract the following three (3) courses and distances;

1. South 70 degrees 42 minutes 30 seconds West, a distance of 181.12 feet to a 5/8-inch iron rod set;
2. South 18 degrees 18 minutes 00 seconds East, a distance of 248.47 feet to a 5/8-inch iron rod set;
3. North 70 degrees 42 minutes 30 seconds East, a distance of 181.12 feet to a 5/8-inch iron rod set on the easterly line of said 20.00 acre tract and the westerly R.O.W. line of said C.R. 496;

Thence, with the easterly line of said 20.00 acre tract and the westerly R.O.W. line of said

C.R. 496, South 18 degrees 18 minutes 00 seconds East, a distance of 730.47 feet to a 5/8-inch iron rod set for the most easterly southeast corner of said 20.00 acre tract;

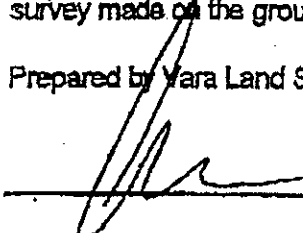
Thence, continuing with the easterly line of said 20.00 acre tract, South 17 degrees 44 minutes 00 seconds West, a distance of 40.50 feet to a concrete monument found for the most southerly southeast corner of said 20.00 acre tract, said monument also being on the northerly R.O.W. line of aforesaid F.M. 1331;

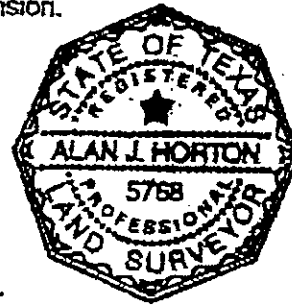
Thence, with the southerly line of said 20.00 acre tract and the northerly R.O.W. line of said F.M. 1331, 104.77 feet along the arc of a curve to the right, said curve having a central angle of 05 degrees 31 minutes 34 seconds, a radius of 1,088.28 feet, and a chord that bears South 68 degrees 19 minutes 00 seconds West, a distance of 104.73 to a 5/8-inch iron rod set;

Thence, continuing with the southerly line of said 20.00 acre tract and the northerly R.O.W. line of said F.M. 1331, South 71 degrees 05 minutes 00 seconds West, a distance of 675.68 feet to the POINT OF BEGINNING and containing 18.95 acres of land, more or less.

I hereby certify that these field notes were prepared by Vara Land Surveying, Inc., from a survey made on the ground in April of 2004 under my supervision.

Prepared by Vara Land Surveying, Inc.


Alan J. Horton
Registered Professional Land Surveyor No. 5768
Date: May 3, 2004



Bearing Basis: The bearings described herein are based on the westerly R.O.W. line of C.R. 416 being South 18 degrees 18 minutes 00 seconds East.

VARA LAND SURVEYING, INC.

Ph: (512) 836-2622

May 4, 2004

043102-11.doc

County: Williamson
Project: Taylor Water Plant
Project No. 043102

EXHIBIT "B"

FIELD NOTES

ALL OF THAT CERTAIN 0.51 ACRE TRACT OR PARCEL OF LAND SITUATED IN THE PEDRO ZARZA SURVEY, ABSTRACT NUMBER 14, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 0.51 ACRE TRACT OF LAND RECORDED IN THE NAME OF THE CITY OF TAYLOR IN VOLUME 1853, PAGE 573 OF THE WILLIAMSON COUNTY DEED RECORDS (W.C.D.R.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8-inch iron rod found for the most southerly southeast corner of said 0.51 acre tract and the northeast corner of a called 20.00 acre tract of land recorded in the name the City of Taylor in Volume 1853, Page 573 of the W.C.D.R., said iron rod being on the westerly Right-of-Way (R.O.W.) line of C.R. 496;

Thence, with the southerly line of said 0.51 acre tract and the northerly line of said 20.00 acre tract, South 70 degrees 42 minutes 30 seconds West, a distance of 20.05 feet to a 5/8-inch iron rod set for the most southerly southwest corner of said 0.51 acre tract, said iron rod being the southeasterly corner of the remainder portion of a called 48.937 acre tract of land recorded in the names of George & Linda Knapik and Joe E. & Virginia Knapik in Volume 1729, Page 80 of the W.C.D.R.;

Thence, with the westerly line of said 0.51 acre tract and the easterly line of said 48.937 acre remainder tract, the following three (3) courses and distances;

1. North 18 degrees 18 minutes 00 seconds West, a distance of 362.07 feet to a 1/2-inch iron rod found for a corner of said 0.51 acre tract;
2. North 48 degrees 48 minutes 00 seconds East, a distance of 205.18 feet to a 5/8-inch iron set for a corner of said 0.51 acre tract;
3. North 19 degrees 31 minutes 30 seconds West, a distance of 558.91 feet to a 5/8-inch iron rod set for the most northerly northwest corner of said 0.51 acre tract and the most northerly northeast corner of said 48.937 acre remainder tract, said iron rod being on the southerly line of a called 23.20 acre tract of land recorded in the name of the United States of America in Volume 571, Page 273 of the W.C.D.R.;

Thence, with the northerly line of said 0.51 acre tract and the southerly line of said 23.20 acre tract, South 52 degrees 50 minutes 30 seconds East, a distance of 36.14 feet to a concrete monument found for the most northerly northeast corner of said 0.51 acre tract, said monument being the northwesterly corner of a called 4.30 acre tract of land recorded in the name of Irene Stojanik in Document Number 9865951 of the Official Public Records of Williamson County (O.P.R.W.C.);

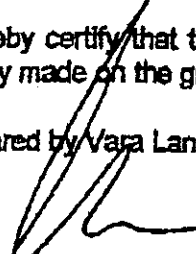
Thence, with the easterly line of said 0.51 acre tract and the westerly line of said 4.30 acre tract, South 19 degrees 31 minutes 30 seconds East, a distance of 542.43 feet to a 5/8-inch iron rod set for a corner of said 0.51 acre tract, said iron rod being the southwest corner of said 4.30 acre tract, also being on the northerly R.O.W. line of aforesaid C.R. 496;

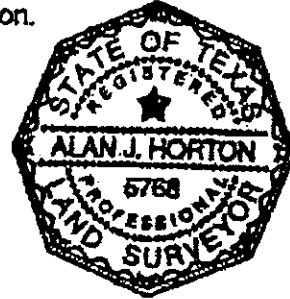
Thence, with the northerly and westerly R.O.W. line of said C.R. 496 the following two (2) courses and distances;

1. South 48 degrees 48 minutes 00 seconds West, a distance of 205.28 feet to a 60-d nail found for a corner of said 0.51 acre tract;
2. South 18 degrees 18 minutes 00 seconds East, a distance of 348.39 feet to the POINT OF BEGINNING and containing 0.51 acres of land, more or less.

I hereby certify that these field notes were prepared by Vara Land Surveying, Inc., from a survey made on the ground in May of 2004 under my supervision.

Prepared by Vara Land Surveying, Inc.


Alan J. Horton
Registered Professional Land Surveyor No. 5768
Date: May 3, 2004



Bearing Basis: The bearings described herein are based on the westerly R.O.W. line of C.R. 416 being South 18 degrees 18 minutes 00 seconds East.

VARA LAND SURVEYING, INC.

Plt: (512) 838-2822

May 4, 2004

043102-12.doc

DELETION OF ARBITRATION PROVISION
(Not applicable to the Texas Residential Owner Policy)

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is \$1,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.

The Arbitration provision in the Policy is as follows:

"Unless prohibited by applicable law or unless this arbitration section is deleted by specific provision in Schedule B of this policy, either the Company or the Insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this Policy, and service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is \$1,000,000 or less SHALL BE arbitrated at the request of either the Company or the Insured, unless the insured is an individual person (as distinguished from a corporation, trust, partnership, association or other legal entity). All arbitrable matters when the Amount of Insurance is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this Policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the Insured, the Rules in effect at the Date of Policy shall be binding upon the parties. The award may include attorney's fees only if the laws of the state in which the land is located permit a court to award attorney's fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request."

I request deletion of the Arbitration provision.

BRAZOS RIVER AUTHORITY



BY: PHILLIP J. FORD
ITS: GENERAL MANAGER/CEO

A. SETTLEMENT STATEMENT

U.S. Department of Housing
and Urban Development

OMB No. 2502-0265

B. Type of Loan

1. ☐ FHA 2. ☐ FmHA 3. ☐ Conv. Unins.
4. ☐ VA 5. ☐ Conv. Ins.

6. File Number

7. Loan Number

8. Mortgage Ins Case Number

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(POC)" were paid outside the closing; they are shown for informational purposes and are not included in the totals.

D. Name and Address of Borrower

BRAZOS RIVER AUTHORITY
4600 Cobbs Dr., P. O. Box 7555, Waco,
Texas 76714-7555

E. Name and Address of Seller

THE CITY OF TAYLOR, TEXAS
400 Porter Street
Taylor, TX 76574

F. Name and Address of Lender

None

TIN:

G. Property Location

Being 18.95 acres and 0.51 acres, both out of the Pedro Zarza Survey,
Abst. No. 14 in Williamson County,
TX

H. Settlement Agent

Ted W. Hejl

Place of Settlement
P. O. Box 192
Taylor, Texas 76574I. Settlement Date
05/27/2004

J. Summary of Borrower's Transaction

100. Gross Amount Due From Borrower

101. Contract sales price 5,100,000.00

102. Personal property

103. Settlement charges to borrower (line 1400) 4,100.30

104.

105.

Adjustments for items paid by seller in advance

106. City/town taxes to

107. County taxes to

108. Assessments to

109.

110.

111.

112.

120. Gross Amount Due From Borrower 5,104,100.30

200. Amounts Paid By Or In Behalf Of Borrower

201. Deposit or earnest money

202. Principal amount of new loan(s)

203. Existing loan(s) taken subject to

204. Pay off - The Bank of New York - defeasa 4,300,341.35

205. Wire Transfer to the City of Taylor, Tex 799,658.65

206.

207.

208.

209.

Adjustments for items unpaid by seller

210. City/town taxes to

211. County taxes to

212. Assessments to

213.

214.

215.

216.

217.

218.

219.

220. Total Paid By/For Borrower 5,100,000.00

300. Cash at Settlement From/To Borrower

301. Gross amount due from borrower (line 120) 5,104,100.30

302. Less amounts paid by/for borrower (line 220) (5,100,000.00)

303. Cash ☒ From ☐ To Borrower 4,100.30

K. Summary of Seller's Transaction

400. Gross Amount Due To Seller

401. Contract sales price 5,100,000.00

402. Personal property

403.

404.

405.

Adjustments for items paid by seller in advance

406. City/town taxes to

407. County taxes to

408. Assessments to

409. Closing costs paid to Ted W. Hejl, Trust 26,054.91

410.

411.

412.

420. Gross Amount Due To Seller 5,126,054.91

500. Reductions In Amount Due Seller

501. Excess deposit (see instructions)

502. Settlement charges to seller (line 1400) 26,054.91

503. Existing loan(s) taken subject to

504. Payoff of first mortgage to

505. Payoff of second mortgage to

506. The Bank of New York - Defeasance 4,300,341.35

507. JPMorgan Chase's Fee-\$250.00 POC

508. New York's Escrow Agent Fee-\$400.00 POC

509.

Adjustments for items unpaid by seller

510. City/town taxes to

511. County taxes to

512. Assessments to

513. Wire Transfer - BRA to City of Taylor 799,658.65

514.

515.

516.

517.

518.

519.

520. Total Reduction Amount Due Seller 5,126,054.91

600. Cash at Settlement To/From Seller

601. Gross amount due to seller (line 420) 5,126,054.91

602. Less reductions in amt. due seller (line 520) (5,126,054.91)

603. Cash ☒ To ☐ From Seller 0.00SUBSTITUTE FORM 1099 STATEMENT: The information contained in Blocks E, G, H, and I and on lines 401 through 407 is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this item is required to be reported and the IRS determines that it has not been reported. A 1099-S is not required to be filed if you mark this box ☐ to provide written assurance that this property is your principal residence and that the full gain on this sale is excluded from gross income under IRS Code Section 121.Borrower Phil Fitch 05/27/2004
BRAZOS RIVER AUTHORITY DateSeller Donald R. Hill 05/27/2004
THE CITY OF TAYLOR, TEXAS DateBorrower 05/27/2004
DateSeller 05/27/2004
Date

L. SETTLEMENT CHARGES

700. Total Sales/Broker's Commission based on price \$ 5100000.00 @ 0.00 % = 0.00			Paid from Borrower's Funds at Settlement	Paid from Seller's Funds at Settlement
Division of Commission (line 700) as follows:				
701. \$	0.00	to		
702. \$	0.00	to		
703. Commission paid at Settlement				
704.				
800. Items Payable In Connection With Loan				
801. Loan Origination Fee	0.00 % to			
802. Loan Discount	0.00 % to			
803. Appraisal Fee	to			
804. Credit Report	to			
805. Lender's Inspection Fee	to			
806. Mortgage Insurance Application Fee	to			
807. Assumption Fee	to			
808.				
809.				
810.				
811.				
900. Items Required By Lender To Be Paid In Advance				
901. Interest from 05/28/2004 to 05/31/2004 @ \$ 0.000000/day				
902. Mortgage Insurance Premium for 0 months to				
903. Hazard Insurance Premium for 0 years to				
904.				
905.				
1000. Reserves Deposited With Lender				
1001. Hazard Insurance	0 months @ \$	0.00 per month		
1002. Mortgage Insurance	0 months @ \$	0.00 per month		
1003. City property taxes	0 months @ \$	0.00 per month		
1004. County property taxes	0 months @ \$	0.00 per month		
1005. Annual assessments	0 months @ \$	0.00 per month		
1006.				
1007.				
1008.				
1100. Title Charges				
1101. Settlement or closing fee	to Ted W. Hejl - POC			
1102. Abstract or title search	to			
1103. Title examination	to			
1104. Title insurance binder	to			
1105. Document preparation	to			
1106. Notary fees	to			
1107. Attorney's fees	to Ted W. Hejl - POC			
(includes above items numbers:)				
1108. Title insurance	to Longhorn Title Company			26,002.00
(includes above items numbers: (40% to Ted W. Hejl))				
1109. Lender's coverage	\$ 0.00			
1110. Owner's coverage	\$ 5100000.00			
1111. Survey Deletion			3,900.30	
1112. Tax Certificate				33.91
1113.				
1200. Government Recording and Transfer Charges				
1201. Recording fees: Deed \$ 0.00 ; Mortgage \$ 0.00 ; Release \$ 0.00				
1202. City/county tax/stamps: Deed \$ 0.00 ; Mortgage \$ 0.00				
1203. State tax/stamps: Deed \$ 0.00 ; Mortgage \$ 0.00				
1204. Resolution				18.00
1205.				
1300. Additional Settlement Charges				
1301. Survey to				
1302. Pest inspection to				
1303. Texas Insurance Guaranty Association Fee				1.00
1304. Waiver of Inspection Fee			200.00	
1305.				
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)			4,100.30	26,054.91

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Borrower	<i>Thi Inp</i>	05/27/2004	Seller	<i>Donald R Hill</i>	05/27/2004
	BRAZOS RIVER AUTHORITY	Date		THE CITY OF TAYLOR, TEXAS	Date
Borrower		05/27/2004	Seller		05/27/2004
		Date			Date

The HUD-1 Settlement Statement which I have prepared is a true and correct account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

SETTLEMENT AGENT

Ted W. Hejl
Ted W. Hejl

Date

5/27/04

WARNING: IT IS A CRIME TO KNOWINGLY MAKE FALSE STATEMENTS TO THE UNITED STATES ON THIS OR ANY SIMILAR FORM. PENALTIES UPON CONVICTION CAN INCLUDE A FINE AND IMPRISONMENT. FOR DETAILS SEE: TITLE 18 U.S. CODE SECTION 1001 AND SECTION 1010.



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

General Warranty Deed

Date: May 27, 2004

Grantor: THE CITY OF TAYLOR, TEXAS, a Texas home rule municipality

Grantor's Mailing Address:

THE CITY OF TAYLOR, TEXAS, a Texas home rule municipality
400 Porter Street
Taylor, Texas 76574
(Williamson County)

Grantee: BRAZOS RIVER AUTHORITY

Grantee's Mailing Address:

BRAZOS RIVER AUTHORITY
4600 Cobbs Dr., P. O. Box 7555, Waco, Texas 76714-7555
(McLennan County)

Consideration:

TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration.

Property (including any improvements):

BEING all that certain 18.95 acre tract of land and that certain 0.51 acre tract of land, both out of the Pedro Zarza Survey, Abstract No. 14, in Williamson County, Texas, and being more particularly described in two tracts by metes and bounds in Exhibit "A" and Exhibit "B", attached hereto and made a part hereof for all purposes.

Reservations from Conveyance:

None

Exceptions to Conveyance and Warranty:

1. Easement dated November 5, 1941 to Texas Power and Light Company, recorded in Volume 312, Page 422, Deed Records, Williamson County, Texas;

2. A 30' wide access easement across the 0.51 acre tract as set out and described in Deed dated December 30, 1981, from A. D. Goetz and Rosa Goetz to George Knapek and Joe Knapek, recorded in Volume 863, Page 940, Deed Records, Williamson County, Texas;

3. Non-exclusive Roadway Easement as reserved in Deed from George D. Knapek, et al to the City of Taylor, dated December 21, 1989, recorded in Volume 1853, Page 573, Official Records, Williamson County, Texas;

4. All visible and apparent easements and all underground easements, the existence of which may arise by unrecorded grant or by use;

5. Rights of parties in possession; and

6. Any portion of the herein described property which lies within the boundaries of a road or roadway.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the 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 way belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

As a material part of the Consideration for this deed, Grantor and Grantee agree that Grantee is taking the Property "AS IS" with any and all latent and patent defects and that there is no warranty by Grantor that the Property has a particular financial value or is fit for a particular purpose. Grantee acknowledges and stipulates that Grantee is not relying on any representation, statement, or other assertion with respect to the Property condition but is relying on Grantee's examination of the Property. Grantee takes the Property with the express understanding and stipulation that there are no express or implied warranties except for limited warranties of title set forth in this deed.

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

THE CITY OF TAYLOR, TEXAS, a Texas
home rule municipality

Donald R. Hill
By: Donald R. Hill
Its: Mayor

ATTEST:

Susan Brock
Susan Brock
Assistant City Clerk

STATE OF TEXAS)

COUNTY OF WILLIAMSON)

This instrument was acknowledged before me on this the 27th
day of May, 2004, by Donald R. Hill, Mayor of the City of
Taylor, Texas, a Texas home rule municipality, on behalf of said
municipality.



Sherrri Moldenhauer
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Ted W. Hejl
Attorney at Law
P. O. Box 192
Taylor, Texas 76574

AFTER RECORDING RETURN TO:

Ted W. Hejl
Attorney at Law
P. O. Box 192
Taylor, Texas 76574

County: Williamson
Project: Taylor Water Plant
Project No. 043102

EXHIBIT "A"

FIELD NOTES

ALL OF THAT CERTAIN 18.95 ACRE TRACT OR PARCEL OF LAND SITUATED IN THE PEDRO ZARZA SURVEY, ABSTRACT NUMBER 14, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 20.00 ACRE TRACT OF LAND RECORDED IN THE NAME OF THE CITY OF TAYLOR IN VOLUME 1853, PAGE 573 OF THE WILLIAMSON COUNTY DEED RECORDS (W.C.D.R.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found for the southwest corner of said 20.00 acre tract and the southeast corner of a called 28.565 acre tract of land recorded in the name of Norman E. Brady Johnson, Johnson Trust in Document Number 2000057429 of the Official Public Records Williamson County (O.P.R.W.C.), said iron rod being on the northerly Right-of-Way (R.O.W.) line of F.M. 1331;

Thence, with the westerly line of said 20.00 acre tract and the easterly line of said 28.565 acre tract, North 18 degrees 29 minutes 38 seconds West, a distance of 1,078.17 feet to a 1/2-inch iron rod found for the northwest corner of said 20.00 acre tract and the southwest corner of the remainder portion of a called 48.937 acre tract of land recorded in the name of George & Linda Knappek and Joe E. & Virginia Knappek in Volume 1729, Page 80 of the W.C.D.R.;

Thence, with the northerly line of said 20.00 acre tract and the southerly line of said 48.937 acre remainder tract, North 70 degrees 42 minutes 30 seconds East, a distance of 807.78 feet to a 5/8-inch iron rod set for the northeasterly corner of said 20.00 acre tract and the southeasterly corner of said 48.937 acre remainder tract, said iron rod being on the westerly R.O.W. line of C.R. 496;

Thence, with the easterly line of said 20.00 acre tract and the westerly R.O.W. line of said C.R. 496, South 18 degrees 18 minutes 00 seconds East, a distance of 67.00 feet to a 5/8-inch iron rod set;

Thence, through and across said 20.00 acre tract the following three (3) courses and distances;

1. South 70 degrees 42 minutes 30 seconds West, a distance of 181.12 feet to a 5/8-inch iron rod set;
2. South 18 degrees 18 minutes 00 seconds East, a distance of 248.47 feet to a 5/8-inch iron rod set;
3. North 70 degrees 42 minutes 30 seconds East, a distance of 181.12 feet to a 5/8-inch iron rod set on the easterly line of said 20.00 acre tract and the westerly R.O.W. line of said C.R. 496;

Thence, with the easterly line of said 20.00 acre tract and the westerly R.O.W. line of said

C.R. 496, South 18 degrees 18 minutes 00 seconds East, a distance of 730.47 feet to a 5/8-inch iron rod set for the most easterly southeast corner of said 20.00 acre tract;

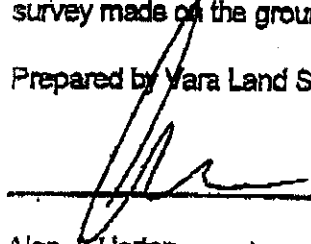
Thence, continuing with the easterly line of said 20.00 acre tract, South 17 degrees 44 minutes 00 seconds West, a distance of 40.50 feet to a concrete monument found for the most southerly southeast corner of said 20.00 acre tract, said monument also being on the northerly R.O.W. line of aforesaid F.M. 1331;

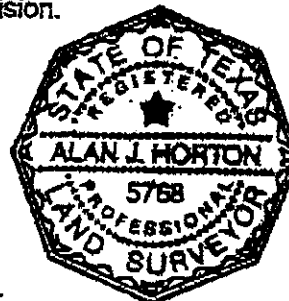
Thence, with the southerly line of said 20.00 acre tract and the northerly R.O.W. line of said F.M. 1331, 104.77 feet along the arc of a curve to the right, said curve having a central angle of 05 degrees 31 minutes 34 seconds, a radius of 1,086.28 feet, and a chord that bears South 68 degrees 19 minutes 00 seconds West, a distance of 104.73 to a 5/8-inch iron rod set;

Thence, continuing with the southerly line of said 20.00 acre tract and the northerly R.O.W. line of said F.M. 1331, South 71 degrees 05 minutes 00 seconds West, a distance of 675.68 feet to the POINT OF BEGINNING and containing 18.95 acres of land, more or less.

I hereby certify that these field notes were prepared by Vara Land Surveying, Inc., from a survey made on the ground in April of 2004 under my supervision.

Prepared by Vara Land Surveying, Inc.


Alan J. Horton
Registered Professional Land Surveyor No. 5768
Date: May 3, 2004



Bearing Basis: The bearings described herein are based on the westerly R.O.W. line of C.R. 416 being South 18 degrees 18 minutes 00 seconds East.

VARA LAND SURVEYING, INC.

Ph: (512) 836-2622

May 4, 2004

043102-11.doc

County: Williamson
Project: Taylor Water Plant
Project No. 043102

EXHIBIT "B"

FIELD NOTES

ALL OF THAT CERTAIN 0.51 ACRE TRACT OR PARCEL OF LAND SITUATED IN THE PEDRO ZARZA SURVEY, ABSTRACT NUMBER 14, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 0.51 ACRE TRACT OF LAND RECORDED IN THE NAME OF THE CITY OF TAYLOR IN VOLUME 1853, PAGE 573 OF THE WILLIAMSON COUNTY DEED RECORDS (W.C.D.R.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8-inch iron rod found for the most southerly southeast corner of said 0.51 acre tract and the northeast corner of a called 20.00 acre tract of land recorded in the name the City of Taylor in Volume 1853, Page 573 of the W.C.D.R., said iron rod being on the westerly Right-of-Way (R.O.W.) line of C.R. 496;

Thence, with the southerly line of said 0.51 acre tract and the northerly line of said 20.00 acre tract, South 70 degrees 42 minutes 30 seconds West, a distance of 20.05 feet to a 5/8-inch iron rod set for the most southerly southwest corner of said 0.51 acre tract, said iron rod being the southeasterly corner of the remainder portion of a called 48.937 acre tract of land recorded in the names of George & Linda Knappek and Joe E. & Virginia Knappek in Volume 1729, Page 80 of the W.C.D.R.;

Thence, with the westerly line of said 0.51 acre tract and the easterly line of said 48.937 acre remainder tract, the following three (3) courses and distances;

1. North 18 degrees 18 minutes 00 seconds West, a distance of 362.07 feet to a 1/2-inch iron rod found for a corner of said 0.51 acre tract;
2. North 48 degrees 48 minutes 00 seconds East, a distance of 205.18 feet to a 5/8-inch iron set for a corner of said 0.51 acre tract;
3. North 19 degrees 31 minutes 30 seconds West, a distance of 558.91 feet to a 5/8-inch iron rod set for the most northerly northwest corner of said 0.51 acre tract and the most northerly northeast corner of said 48.937 acre remainder tract, said iron rod being on the southerly line of a called 23.20 acre tract of land recorded in the name of the United States of America in Volume 571, Page 273 of the W.C.D.R.;

Thence, with the northerly line of said 0.51 acre tract and the southerly line of said 23.20 acre tract, South 52 degrees 50 minutes 30 seconds East, a distance of 36.14 feet to a concrete monument found for the most northerly northeast corner of said 0.51 acre tract, said monument being the northwesterly corner of a called 4.30 acre tract of land recorded in the name of Irene Stojanik in Document Number 9865951 of the Official Public Records of Williamson County (O.P.R.W.C.);

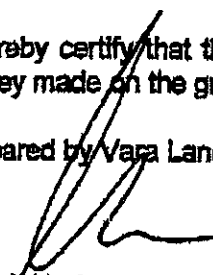
Thence, with the easterly line of said 0.51 acre tract and the westerly line of said 4.30 acre tract, South 19 degrees 31 minutes 30 seconds East, a distance of 542.43 feet to a 5/8-inch iron rod set for a corner of said 0.51 acre tract, said iron rod being the southwesterly corner of said 4.30 acre tract, also being on the northerly R.O.W. line of aforesaid C.R. 496;

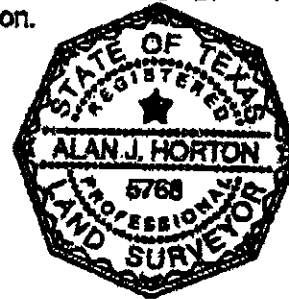
Thence, with the northerly and westerly R.O.W. line of said C.R. 496 the following two (2) courses and distances;

1. South 48 degrees 48 minutes 00 seconds West, a distance of 205.28 feet to a 60-d nail found for a corner of said 0.51 acre tract;
2. South 18 degrees 18 minutes 00 seconds East, a distance of 348.39 feet to the POINT OF BEGINNING and containing 0.51 acres of land, more or less.

I hereby certify that these field notes were prepared by Vara Land Surveying, Inc., from a survey made on the ground in May of 2004 under my supervision.

Prepared by Vara Land Surveying, Inc.


Alan J. Horton
Registered Professional Land Surveyor No. 5768
Date: May 3, 2004



Bearing Basis: The bearings described herein are based on the westerly R.O.W. line of C.R. 416 being South 18 degrees 18 minutes 00 seconds East.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2004042842

Nancy E. Rister

06/01/2004 03:15 PM

CARRILLO \$28.00

NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

VARA LAND SURVEYING, INC.

Pte (512) 836-2822

May 4, 2004

043102-02.doc

Brazos River Authority
C/O John Dickson
4600 Cobbs Drive
Waco, Texas 76712



OWNER POLICY OF TITLE INSURANCE
Issued By
Fidelity National Title
INSURANCE COMPANY

POLICY
NUMBER **1343-** 65836

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, FIDELITY NATIONAL TITLE INSURANCE COMPANY, a California corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the Insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Any statutory or constitutional mechanic's, contractor's, or materialman's lien for labor or material having its inception on or before Date of Policy;
4. Lack of a right of access to and from the land;
5. Lack of good and indefeasible title.

The Company also will pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

IN WITNESS HEREOF, Fidelity National Title Insurance Company has caused this Policy to be executed by its President under the seal of the Company, but this Policy is to be valid only when it bears an authorized countersignature, as of the date set forth in Schedule A.

Fidelity National Title Insurance Company



By:

President

ATTEST

Secretary

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this Policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to: (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or the change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking that has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the Insured Claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this Policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy;
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the estate or interest insured by this Policy.
4. The refusal of any person to purchase, lease or lend money on the estate or interest covered hereby in the land described in Schedule A because of unmarketability of the title.
5. Any claim which arises out of the transaction vesting in the person named in paragraph 3 of Schedule A the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or other state or federal creditors' rights laws that is based on either: (i) the transaction creating the estate or interest insured by this Policy being deemed a fraudulent conveyance or fraudulent transfer or a voidable distribution or voidable dividend; (ii) the subordination or recharacterization of the estate or interest insured by this Policy as a result of the application of the doctrine of equitable subordination; or (iii) the transaction creating the estate or interest insured by this Policy being deemed a preferential transfer except where the preferential transfer results from the failure of the Company or its issuing agent to timely file for record the instrument of transfer to the Insured after delivery or the failure of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS.

The following terms when used in this Policy mean:

- (a) "insured": the Insured named in Schedule A, and subject to any rights or defenses the Company would have had against the named Insured, those who succeed to the interest of the named Insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate, partnership or fiduciary successors, and specifically, without limitation, the following:
 - (i) the successors in interest to a corporation, limited liability company or limited liability partnership resulting from merger or consolidation or conversion or the distribution of the assets of the corporation, limited liability company or limited liability partnership upon partial or complete liquidation;
 - (ii) the successors in interest to a general or limited partnership or limited liability company or limited liability partnership which dissolves but does not terminate;
 - (iii) the successors in interest to a general or limited partnership resulting from the distribution of the assets of the general or limited partnership upon partial or complete liquidation;
 - (iv) the successors in interest to a joint venture resulting from the distribution of the assets of the joint venture upon partial or complete liquidation;
 - (v) the successor or substitute trustee(s) of a trustee named in a written trust instrument; or
 - (vi) the successors in interest to a trust resulting from the distribution of all or part of the assets of the trust to the beneficiaries thereof.
- (b) "insured claimant": an Insured claiming loss or damage.
- (c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the public records as defined in this Policy or any other records which impart constructive notice of matters affecting the land.
- (d) "land": the land described or referred to in Schedule A, and improvements affixed thereto that by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this Policy.
- (e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions From Coverage, "public records" also shall include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.
- (g) "access": legal right of access to the land and not the physical condition of access. The coverage provided as to access does not assure the adequacy of access for the use intended.

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE.

The coverage of this Policy shall continue in force as of Date of Policy in favor of an Insured only so long as the Insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of covenants of warranty made by the Insured in any transfer or conveyance of the estate or interest. This Policy shall not continue in force in favor of any purchaser from the Insured of either: (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

The Insured shall notify the Company promptly in writing: (i) in case of any litigation as set forth in Section 4(a) below, or (ii) in case knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the title to the estate or interest, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this Policy. If prompt notice shall not be given to the Company, then as to the Insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Insured under this Policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice. When, after the date of the Policy, the Insured notifies the Company as required herein of a lien, encumbrance, adverse claim or other defect in title to the estate or interest in the land insured by this Policy that is not excluded or excepted from the coverage of this Policy, the Company shall promptly investigate the charge to determine whether the lien, encumbrance, adverse claim or defect is valid and not barred by law or statute. The Company shall notify the Insured in writing, within a reasonable time, of its determination as to the validity or invalidity of the Insured's claim or charge under the Policy. If the Company concludes that the lien, encumbrance, adverse claim or defect is not covered by this Policy, or was otherwise addressed in the closing of the transaction in connection with which this Policy was issued, the Company shall specifically advise the Insured of the reasons of its determination. If the Company concludes that the lien, encumbrance, adverse claim or defect is valid, the Company shall take one of the following actions: (i) institute the necessary proceedings to clear the lien, encumbrance, adverse claim, or defect from the title to the estate as insured; (ii) indemnify the Insured as provided in this Policy; (iii) upon payment of appropriate premium and charges therefor, issue to the Insured Claimant or to a subsequent owner, mortgagee or holder of the estate or interest in the land insured by this Policy, a Policy of Title Insurance without exception for the lien, encumbrance, adverse claim or defect, said Policy to be in an amount equal to the current value of the property or, if a Mortgagee Policy, the amount of the loan; (iv) indemnify another title insurance company in connection with its issuance of a policy(ies) of title insurance without exception for the lien, encumbrance, adverse claim or defect; (v) secure a release or other document discharging the lien, encumbrance, adverse claim or defect; or (vi) undertake a combination of (i) through (v) herein.

4. DEFENSE AND PROSECUTION OF ACTIONS: DUTY OF INSURED CLAIMANT TO COOPERATE.

- (a) Upon written request by the Insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this Policy. The

OWNER POLICY OF TITLE INSURANCE

SCHEDULE A

G.F. No. **03032669**

Policy No. **1343-65836**

Amount of Insurance: **\$5,100,000.00**

Premium: **\$29,902.30**

Date of Policy: **June 1, 2004, 03:15 pm**

1. Name of Insured: **Brazos River Authority**
2. The estate or interest in the land that is covered by this policy is: **Fee Simple**
3. Title to the estate or interest in the land is insured as vested in: **Brazos River Authority**
4. The land referred to in this policy is described as follows:

TRACT ONE:

All that certain 18.95 tract of land out of the PEDRO ZARZA SURVEY, Abstract No. 14, in Williamson County, Texas and being more particularly described in two tracts by metes and bounds in Exhibit "A" attached hereto and made a part hereof for all purposes.

TRACT TWO:

All that certain 0.51 tract of land out of the PEDRO ZARZA SURVEY, Abstract No. 14, in Williamson County, Texas and being more particularly described in two tracts by metes and bounds in Exhibit "B" attached hereto and made a part hereof for all purposes.

County: Williamson
Project: Taylor Water Plant
Project No. 043102

EXHIBIT "A"

FIELD NOTES

ALL OF THAT CERTAIN 18.95 ACRE TRACT OR PARCEL OF LAND SITUATED IN THE PEDRO ZARZA SURVEY, ABSTRACT NUMBER 14, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 20.00 ACRE TRACT OF LAND RECORDED IN THE NAME OF THE CITY OF TAYLOR IN VOLUME 1853, PAGE 573 OF THE WILLIAMSON COUNTY DEED RECORDS (W.C.D.R.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found for the southwest corner of said 20.00 acre tract and the southeast corner of a called 28.565 acre tract of land recorded in the name of Norman E. Brady Johnson, Johnson Trust in Document Number 2000057429 of the Official Public Records Williamson County (O.P.R.W.C.), said iron rod being on the northerly Right-of-Way (R.O.W.) line of F.M. 1331;

Thence, with the westerly line of said 20.00 acre tract and the easterly line of said 28.565 acre tract, North 18 degrees 29 minutes 38 seconds West, a distance of 1,078.17 feet to a 1/2-inch iron rod found for the northwest corner of said 20.00 acre tract and the southwest corner of the remainder portion of a called 48.937 acre tract of land recorded in the name of George & Linda Knappek and Joe E. & Virginia Knappek in Volume 1729, Page 80 of the W.C.D.R.;

Thence, with the northerly line of said 20.00 acre tract and the southerly line of said 48.937 acre remainder tract, North 70 degrees 42 minutes 30 seconds East, a distance of 807.78 feet to a 5/8-inch iron rod set for the northeasterly corner of said 20.00 acre tract and the southeasterly corner of said 48.937 acre remainder tract, said iron rod being on the westerly R.O.W. line of C.R. 496;

Thence, with the easterly line of said 20.00 acre tract and the westerly R.O.W. line of said C.R. 496, South 18 degrees 18 minutes 00 seconds East, a distance of 67.00 feet to a 5/8-inch iron rod set;

Thence, through and across said 20.00 acre tract the following three (3) courses and distances;

1. South 70 degrees 42 minutes 30 seconds West, a distance of 181.12 feet to a 5/8-inch iron rod set;
2. South 18 degrees 18 minutes 00 seconds East, a distance of 248.47 feet to a 5/8-inch iron rod set;
3. North 70 degrees 42 minutes 30 seconds East, a distance of 181.12 feet to a 5/8-inch iron rod set on the easterly line of said 20.00 acre tract and the westerly R.O.W. line of said C.R. 496;

Thence, with the easterly line of said 20.00 acre tract and the westerly R.O.W. line of said

C.R. 496, South 18 degrees 18 minutes 00 seconds East, a distance of 730.47 feet to a 5/8-inch iron rod set for the most easterly southeast corner of said 20.00 acre tract;

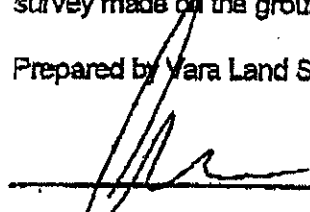
Thence, continuing with the easterly line of said 20.00 acre tract, South 17 degrees 44 minutes 00 seconds West, a distance of 40.50 feet to a concrete monument found for the most southerly southeast corner of said 20.00 acre tract, said monument also being on the northerly R.O.W. line of aforesaid F.M. 1331;

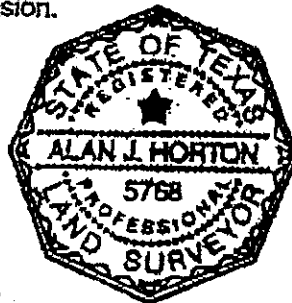
Thence, with the southerly line of said 20.00 acre tract and the northerly R.O.W. line of said F.M. 1331, 104.77 feet along the arc of a curve to the right, said curve having a central angle of 05 degrees 31 minutes 34 seconds, a radius of 1,086.28 feet, and a chord that bears South 68 degrees 19 minutes 00 seconds West, a distance of 104.73 to a 5/8-inch iron rod set;

Thence, continuing with the southerly line of said 20.00 acre tract and the northerly R.O.W. line of said F.M. 1331, South 71 degrees 05 minutes 00 seconds West, a distance of 675.68 feet to the POINT OF BEGINNING and containing 18.95 acres of land, more or less.

I hereby certify that these field notes were prepared by Vara Land Surveying, Inc., from a survey made on the ground in April of 2004 under my supervision.

Prepared by Vara Land Surveying, Inc.


Alan J. Horton
Registered Professional Land Surveyor No. 5768
Date: May 3, 2004



Bearing Basis: The bearings described herein are based on the westerly R.O.W. line of C.R. 416 being South 18 degrees 18 minutes 00 seconds East.

VARA LAND SURVEYING, INC.

Ph: (512) 836-2022

May 4, 2004

043102-11.doc

County: Williamson
Project: Taylor Water Plant
Project No. 043102

EXHIBIT "B"

FIELD NOTES

ALL OF THAT CERTAIN 0.51 ACRE TRACT OR PARCEL OF LAND SITUATED IN THE PEDRO ZARZA SURVEY, ABSTRACT NUMBER 14, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 0.51 ACRE TRACT OF LAND RECORDED IN THE NAME OF THE CITY OF TAYLOR IN VOLUME 1853, PAGE 573 OF THE WILLIAMSON COUNTY DEED RECORDS (W.C.D.R.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8-inch iron rod found for the most southerly southeast corner of said 0.51 acre tract and the northeast corner of a called 20.00 acre tract of land recorded in the name the City of Taylor in Volume 1853, Page 573 of the W.C.D.R., said iron rod being on the westerly Right-of-Way (R.O.W.) line of C.R. 496;

Thence, with the southerly line of said 0.51 acre tract and the northerly line of said 20.00 acre tract, South 70 degrees 42 minutes 30 seconds West, a distance of 20.05 feet to a 5/8-inch iron rod set for the most southerly southwest corner of said 0.51 acre tract, said iron rod being the southeasterly corner of the remainder portion of a called 48.937 acre tract of land recorded in the names of George & Linda Knapak and Joe E. & Virginia Knapak in Volume 1729, Page 80 of the W.C.D.R.;

Thence, with the westerly line of said 0.51 acre tract and the easterly line of said 48.937 acre remainder tract, the following three (3) courses and distances;

1. North 18 degrees 18 minutes 00 seconds West, a distance of 362.07 feet to a 1/2-inch iron rod found for a corner of said 0.51 acre tract;
2. North 48 degrees 48 minutes 00 seconds East, a distance of 205.18 feet to a 5/8-inch iron set for a corner of said 0.51 acre tract;
3. North 19 degrees 31 minutes 30 seconds West, a distance of 558.91 feet to a 5/8-inch iron rod set for the most northerly northwest corner of said 0.51 acre tract and the most northerly northeast corner of said 48.937 acre remainder tract, said iron rod being on the southerly line of a called 23.20 acre tract of land recorded in the name of the United States of America in Volume 571, Page 273 of the W.C.D.R.;

Thence, with the northerly line of said 0.51 acre tract and the southerly line of said 23.20 acre tract, South 52 degrees 50 minutes 30 seconds East, a distance of 36.14 feet to a concrete monument found for the most northerly northeast corner of said 0.51 acre tract, said monument being the northwesterly corner of a called 4.30 acre tract of land recorded in the name of Irene Stojanik in Document Number 9865951 of the Official Public Records of Williamson County (O.P.R.W.C.);

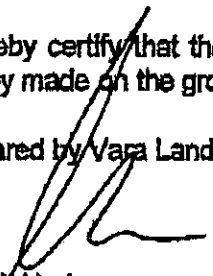
Thence, with the easterly line of said 0.51 acre tract and the westerly line of said 4.30 acre tract, South 19 degrees 31 minutes 30 seconds East, a distance of 542.43 feet to a 5/8-inch iron rod set for a corner of said 0.51 acre tract, said iron rod being the southwesterly corner of said 4.30 acre tract, also being on the northerly R.O.W. line of aforesaid C.R. 496;

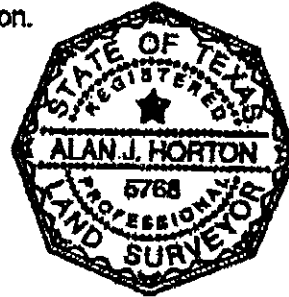
Thence, with the northerly and westerly R.O.W. line of said C.R. 496 the following two (2) courses and distances;

1. South 48 degrees 48 minutes 00 seconds West, a distance of 205.28 feet to a 60-d nail found for a corner of said 0.51 acre tract;
2. South 18 degrees 18 minutes 00 seconds East, a distance of 348.39 feet to the POINT OF BEGINNING and containing 0.51 acres of land, more or less.

I hereby certify that these field notes were prepared by Vara Land Surveying, Inc., from a survey made on the ground in May of 2004 under my supervision.

Prepared by Vara Land Surveying, Inc.


Alan J. Horton
Registered Professional Land Surveyor No. 5768
Date: May 3, 2004



Bearing Basis: The bearings described herein are based on the westerly R.O.W. line of C.R. 416 being South 18 degrees 18 minutes 00 seconds East.

VARA LAND SURVEYING, INC.

Pir: (512) 536-2622

May 4, 2004

043102-12.doc

Brazos River Authority
C/O John Dickson
4600 Cobbs Drive
Waco, Texas 76712

OWNER POLICY OF TITLE INSURANCE

SCHEDULE B

G.F. No. 03032669

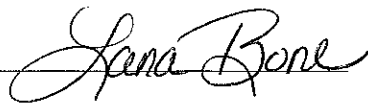
Policy No. 1343-65836

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of the terms and conditions of the leases or easements insured, if any, shown in Schedule A and the following matters:

1.  The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):
2.  Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any, of any spouse of any insured.
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
 - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
 - b. to lands beyond the line of harbor or bulkhead lines as established or changed by any government, or
 - c. to filled-in lands, or artificial islands, or
 - d. to statutory water rights, including riparian rights, or
 - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.
5. Standby fees, taxes and assessments by any taxing authority for the year 2004, and subsequent years; and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, *Texas Tax Code*, or because of improvements not assessed for a previous tax year.
6. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):
 - a. Any portion of the herein described property which lies within the boundaries of a road or roadway.
 - b. A 30' wide access easement across the 0.51 acre tract as set out and described in Deed dated December 30, 1981, from A. D. Goetz and Rosa Goetz to George Knappek and Joe Knappek, recorded in Volume 863, Page 940, Deed Records, Williamson County, Texas. (Tract Two only)
 - c. Non-exclusive Roadway Easement as reserved in deed from George D. Knappek, et al to the City of Taylor, dated December 21, 1989, recorded in Volume 1853, Page 573, Official Records, Williamson County, Texas.
 - d. Section 14 of the Conditions and Stipulations of this policy is hereby deleted.

Countersigned
Longhorn Title Company, Inc.

By 

Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this Policy.

- (b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the title to the estate or interest as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this Policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this Policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.
- (d) In all cases where this Policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid: (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the Policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. PROOF OF LOSS OR DAMAGE.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the Insured Claimant shall be furnished to the Company within 91 days after the Insured Claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this Policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Insured Claimant to provide the required proof of loss or damage, the Company's obligations to the Insured under the Policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage. In addition, the Insured Claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph shall terminate any liability of the Company under this Policy as to that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS: TERMINATION OF LIABILITY.

In case of a claim under this Policy, the Company shall have the following additional options:

- (a) To pay or Tender Payment of the Amount of Insurance. To pay or tender payment of the Amount of Insurance under this Policy, together with any costs, attorneys' fees and expenses incurred by the Insured Claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations to the Insured under this Policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the Policy shall be surrendered to the Company for cancellation.
- (b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.
 - (i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this Policy, together with any costs, attorneys' fees and expenses incurred by the Insured Claimant, which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or
 - (ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this Policy, together with any costs, attorneys' fees and expenses incurred by the Insured Claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs (b)(i) or (ii), the Company's obligations to the Insured under this Policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE.

This Policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this Policy and only to the extent herein described.

- (a) The liability of the Company under this Policy shall not exceed the least of:
 - (i) the Amount of Insurance stated in Schedule A;
 - (ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this Policy at the date the Insured Claimant is required to furnish to Company a proof of loss or damage in accordance with Section 5 of these Conditions and Stipulations.
- (b) In the event the Amount of Insurance stated in Schedule A at the Date of Policy is less than 80 percent of the value of the insured estate or interest or the full consideration paid for the land, whichever is less, or if subsequent to the Date of Policy an improvement is erected on the land which increases the value of the insured estate or interest by at least 20 percent over the Amount of Insurance stated in Schedule A, then this Policy is subject to the following:
 - (i) where no subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that the Amount of Insurance at Date of Policy bears to the total value of the insured estate or interest at Date of Policy, or
 - (ii) where a subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that 120 percent of the Amount of Insurance stated in Schedule A bears to the sum of the Amount of Insurance stated in Schedule A and the amount expended for the improvement.

The provisions of this paragraph shall not apply to costs, attorneys' fees and expenses for which the Company is liable under this Policy, and shall only apply to that portion of any loss which exceeds, in the aggregate, 10 percent of the Amount of Insurance stated in Schedule A.

- (c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. APPORTIONMENT.

If the land described in Schedule A consists of two or more parcels that are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the Amount of Insurance under this Policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the Insured at the time of the issuance of this Policy and shown by an express statement or by an endorsement attached to this Policy.

9. LIMITATION OF LIABILITY.

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, all as insured, or takes action in accordance with Section 3 or Section 6, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.
- (c) The Company shall not be liable for loss or damage to any Insured for liability voluntarily assumed by the Insured in setting any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE: REDUCTION OR TERMINATION OF LIABILITY.

All payments under this Policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

11. LIABILITY NONCUMULATIVE.

It is expressly understood that the Amount of Insurance under this Policy shall be reduced by any amount the Company may pay under any Policy insuring a mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed or taken subject, or which is hereafter executed by an Insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this Policy to the insured owner.

12. PAYMENT OF LOSS.

- (a) No payment shall be made without producing this Policy for endorsement of the payment unless the Policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

13. SUBROGATION UPON PAYMENT OR SETTLEMENT.

(a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this Policy, all right of subrogation shall vest in the Company unaffected by any act of the Insured Claimant. The Company shall be subrogated to and be entitled to all rights and remedies that the Insured Claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the Insured Claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Insured Claimant shall permit the Company to sue, compromise or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall be subrogated to these rights and remedies in the proportion that the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the Insured Claimant, as stated above, that act shall not void this Policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this Policy that shall exceed the amount, if any, lost to the Company by reason of the impairment by the Insured Claimant of the Company's right of subrogation.

(b) The Company's Rights Against Non-Insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the Insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments that provide for subrogation rights by reason of this Policy.

14. ARBITRATION.

Unless prohibited by applicable law or unless this arbitration section is deleted by specific provision in Schedule B of this Policy, either the Company or the Insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this Policy, and service of the Company in connection with its issuance or the breach of a Policy provision or other obligation. All arbitrable matters when the Amount of Insurance is \$1,000,000 or less SHALL BE arbitrated at the request of either the Company or the Insured, unless the Insured is an individual person (as distinguished from a corporation, trust, partnership, association or other legal entity). All arbitrable matters when the Amount of Insurance is in excess of \$1,000,000 SHALL BE arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to the Policy and under the Rules in effect on the date the demand for arbitration is made, or at the option of the Insured, the Rules in effect at the Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to any arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.

- (a) This Policy together with all endorsements, if any, attached hereto by the Company is the entire Policy and contract between the Insured and the Company. In interpreting any provision of this Policy, this Policy shall be construed as a whole.
- (b) Any claim of loss or damage whether or not based on negligence and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim shall be restricted to this Policy.
- (c) No amendment of or endorsement to this Policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary or validating officer or authorized signatory of the Company.

16. SEVERABILITY.

In the event any provision of the Policy is held invalid or unenforceable under applicable law, the Policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

17. NOTICES WHERE SENT.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Policy and shall be addressed to the Company at 1945 Walnut Hill Lane, Irving, TX 75038.

COMPLAINT NOTICE.

Should any dispute arise about your premium or about a claim that you have filed, contact the agent or write to the Company that issued the Policy. If the problem is not resolved, you also may write the Texas Department of Insurance, P.O. Box 149091, Austin, TX 78714-9091, Fax No. (512) 475-1771. This notice of complaint procedure is for information only and does not become a part or condition of this Policy.

**Owner Policy
of
Title Insurance**

**Form prescribed By
Texas Department of Insurance
ISSUED THROUGH THE OFFICE OF:**

**Longhorn Title Company, Inc.
801 Main Street
Georgetown, Texas 78626
(512) 930-4283 Fax (512) 930-4194
Representing
Fidelity National Title Insurance Company**



**Fidelity National Title
Insurance Company**

**San Antonio, Texas
1-800-654-7041**

DEPARTMENT OF THE ARMY

EASEMENT FOR RIGHT OF WAY DAO W 63-2-80-0552

WATER (PIPELINE) INTAKE STRUCTURE

AND APPURTENANT FACILITIES

ON GRANGER LAKE, TEXAS

THE SECRETARY OF THE ARMY, under and by virtue of the authority vested in him by Title 10, United States Code, Section 2669, ~~heroby grants to~~ and Section 2668 hereby grants to the City of Taylor, Williamson County, P.O. Box 810, Taylor, Texas 76574

hereinafter designated as the grantee, for a period not exceeding fifty (50) years from the date hereof, an easement for a right of way for the construction, operation, maintenance, and repair of (1) a raw water intake structure and (2) two forty eight (48) inch water pipelines, all said facilities hereinafter referred to as "said line"

over, across, in, and upon land under the control of the Secretary of the Army at the location shown in red on Exhibit "B" attached hereto and made a part hereof, and described as follows: shown on the land description, Exhibit "A" attached hereto and made a part hereof.

* of execution on behalf of the Secretary of the Army

THIS EASEMENT is granted subject to the following conditions:

~~1. The grantee shall pay to the United States compensation in the amount of _____ (\$ _____) payable _____ in advance. Compensation shall be made payable to the Treasurer of the United States and forwarded by the grantee to _____~~

2. The installation and/or operation and maintenance of said line shall be accomplished without cost or expense to the United States under the general supervision and subject to the approval of the officer having immediate jurisdiction over the property, hereinafter designated as "said officer", and in such manner as not to endanger personnel or property of the United States on the said United States land or obstruct travel on any road thereon. The grantee shall have the right of ingress and egress for such purposes.

3. The use and occupation of said land incident to the exercise of the privileges hereby granted shall be subject to such rules and regulations as the said officer may from time to time prescribe.

4. The grantee shall supervise the said line and cause it to be inspected at reasonable intervals, and shall immediately repair any leaks found therein as a result of such inspection, or when requested by said officer to repair any defects. Upon completion of the installation of said line and the making of any repairs thereto, the premises shall be restored immediately by the grantee, at the grantee's own expense, to the same condition as that in which they existed prior to the commencement of such work, to the satisfaction of the said officer.

5. Any property of the United States damaged or destroyed by the grantee incident to the use and occupation of the said premises, shall be promptly repaired or replaced by the grantee to the satisfaction of the said officer or in lieu of such repair or replacement the grantee shall, if so required by the said officer, pay to the United States money in an amount sufficient to compensate for the loss sustained by the United States by reason of damages to or destruction of Government property.

6. The United States reserves to itself the right to construct, use, and maintain across, over, and/or under the right of way hereby granted, electric transmission, telephone, telegraph, water, gas, gasoline, oil and sewer lines, and other facilities, in such manner as not to create any unreasonable interference with the use of the right of way herein granted.

7. The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the use and occupation of the said premises, nor for damages to the property of the grantee, or for injuries to the person of the grantee (if an individual), nor for damages to the property or injuries to the person of the grantee's officers, agents, servants, or employees, or others who may be on said premises at their invitation or the invitation of any one of them, arising from or incident to government activities, and the grantee shall hold the United States harmless from any and all such claims.

8. The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the construction, maintenance, and use of said line.

9. That the grantee shall furnish through said line such service as may be required from time to time for governmental purposes on said land, provided that payment for such service will be made by the United States at rates which shall be mutually agreeable but which shall never exceed the most favorable rates granted by the grantee for similar service.

~~10. In the event all or any portion of said land occupied by said line shall be needed by the United States, or in the event the existence of said line shall be considered detrimental to governmental activities, the grantee shall, from time to time, upon notice so to do, and as often as so notified, remove said line and related facilities to such other location or locations on said land as may be designated by said officer, and, in the event said line shall not be removed or relocated within ninety (90) days after any aforesaid notice, the United States may cause the same to be done at the expense of the grantee.~~

~~11. This easement may be terminated by the Secretary of the Army upon a reasonable notice to the grantee if the Secretary of the Army shall determine that the right of way hereby granted interferes with the use or disposal of said land or any part thereof by the United States, or it may be terminated by the Secretary of the Army for failure, neglect, or refusal by the grantee fully and promptly to comply with any and all of the conditions of this grant, or for nonuse, or for abandonment.~~

12. Upon the expiration or termination of this grant, the grantee shall, without expense to the United States, and within such time as the Secretary of the Army may indicate, remove the said line from said land and restore the premises hereby authorized to be used and occupied to a condition satisfactory to the said officer. In the event the grantee shall fail, neglect, or refuse to remove the said line and so restore the premises, the United States shall have the option either to take over the said line as the property of the United States, without compensation therefor, or to remove the said line and perform the restoration work as aforesaid at the expense of the grantee, and in no event shall the grantee have any claim for damages against the United States or its officers or agents, on account of the taking over of said line or on account of its removal.

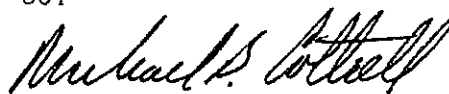
13. The conditions of this instrument shall extend to and be binding upon and shall inure to the benefit of the heirs, representatives, successors, and assigns of the grantee.

14. That it is understood that this instrument is effective only insofar as the rights of the United States in the said property are concerned; and that the grantee shall obtain such permission as may be necessary on account of any other existing rights.

Prior to execution of this easement, the granting clause and Conditions 1, 10, 11, and 13 were deleted and/or modified and Conditions 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, and 30 were added.

This easement is not subject to Title 10, United States Code, Section 2662.

IN WITNESS WHEREOF I have hereunto set my hand this 4th
day of February 19 80.



MICHAEL B. COTTRELL
Chief, Real Estate Division

15. The installation and/or operation and maintenance of said line shall be accomplished in accordance with applicable Federal, state, and local laws and regulations.

16. That grantee shall not discriminate against any person or persons because of race, color, sex, age, or national origin in the conduct of its operations hereunder. The grantee furnishes as part of the contract as Assurance (Exhibit "C") that it will comply with Title VI of the Civil Rights of 1964 (78 Stat. 241) and the Department of Defense Directive (5500.00) issued pursuant thereto and published in Part 300 of Title 32, Code of Federal Regulations.

17. All items having apparent historical or archaeological interest which are discovered in the course of any activities of the grantee shall be carefully preserved. The grantee shall leave any archaeological find undisturbed and shall report the find immediately to the area engineer in charge of the project.

18. In the event all or any portion of said land occupied by said line shall be needed by the United States due to (a) any national emergency, present or future, declared by the President or the Congress of the United States; or (b) the Secretary of the Army determines that removal or relocation of said line is necessary in the interest of national defense, the grantee shall, from time to time upon notice to do so, and as often as so notified, remove said lines and related facilities to such other location or locations on said land as may be designated by said office, and, in the event said line shall not be removed or relocated within ninety (90) days after any aforesaid notice, the United States may cause the same to be done at the expense of the grantee.

19. That the Government may terminate this easement at any time by giving thirty (30) days written notice by the District Engineer to the grantee (a) during any national emergency, present or future, declared by the President or the Congress of the United States; or (b) in the event the Secretary of the Army determines that termination of this easement is necessary in the interest of national defense; or (c) in the event the grantee violates any of the terms and conditions of this easement and continues and persists for thirty (30) days after notice thereof in writing by the District Engineer; or (d) for nonuse or abandonment.

20. That the installation and/or operation and maintenance of said line shall be accomplished without cost or expense to the United States under the general supervision and subject to approval of said officer, and in such manner as not to endanger personnel or property of the United States. The grantee shall have right to ingress and egress for such purpose.

21. That as built plans and specifications of the intake structure and water pipeline, when completed, will be submitted to the District Engineer for review.
22. That all backfill shall be compacted to a minimum density of 92 percent Standard Proctor.
23. That all areas that have been disturbed as a result of construction on the site shall be restored as nearly as possible to the original conditions. The area shall be revegetated with trees and grass (seeded with bermuda) and protected against erosion.
24. That displacement material (spoil) shall be spread evenly over the construction site to blend with the natural terrain.
25. That the intake line shall be adequately anchored to insure against floatation.
26. That buoy markers shall be provided in compliance with the Texas Department of Health Resources.
27. That the construction easement shall be 150 feet on either side of the centerline of intake pipe and extend 100 feet southerly beyond the pump station.
28. That spoil or fill material shall not be placed on site area recognized as Site HO 41WMI56.
29. That access and/or service roads, utilities, etc., that may be required in conjunction with the operation of the proposed system must receive prior approval and a separate instrument.
30. That appropriate approval by the Texas Department of Health Resources and other applicable authorities shall be submitted for review.

STATE OF TEXAS X

COUNTY OF TARRANT X

BEFORE ME, a Notary Public in and for the State of Texas, County of Tarrant, personally appeared Michael B. Cottrell, to me known to be the identical person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the said instrument for the purpose therein expressed and in the capacity therein stated and as the act and deed of the United States of America.

GIVEN UNDER MY HAND AND SEAL this 4th day of February 1980.

Virginia C. Neel
VIRGINIA C. NEEL
NOTARY PUBLIC IN AND FOR
COUNTY OF TARRANT
STATE OF TEXAS

My Commission Expires:

26 April 1981

The above instrument, together with all the conditions thereof,
is hereby accepted this 25th day of January 1980.

CITY OF TAYLOR

BY: Weldon Berger

Chairman - Board of Commissioners
TITLE

ATTEST:

Sherry Morrison

C E R T I F I C A T E

I, Sherry Morrison, certify that I am the city
clerk of the municipal corporation named as grantee
herein; that Weldon Berger, who signed this instrument on behalf
of the grantee was then Chairman of the municipal corporation;
that said instrument was duly signed for and in behalf of said municipal
corporation by authority of its governing body and is within the scope
of its legal corporate powers.

Sherry Morrison (SEAL)

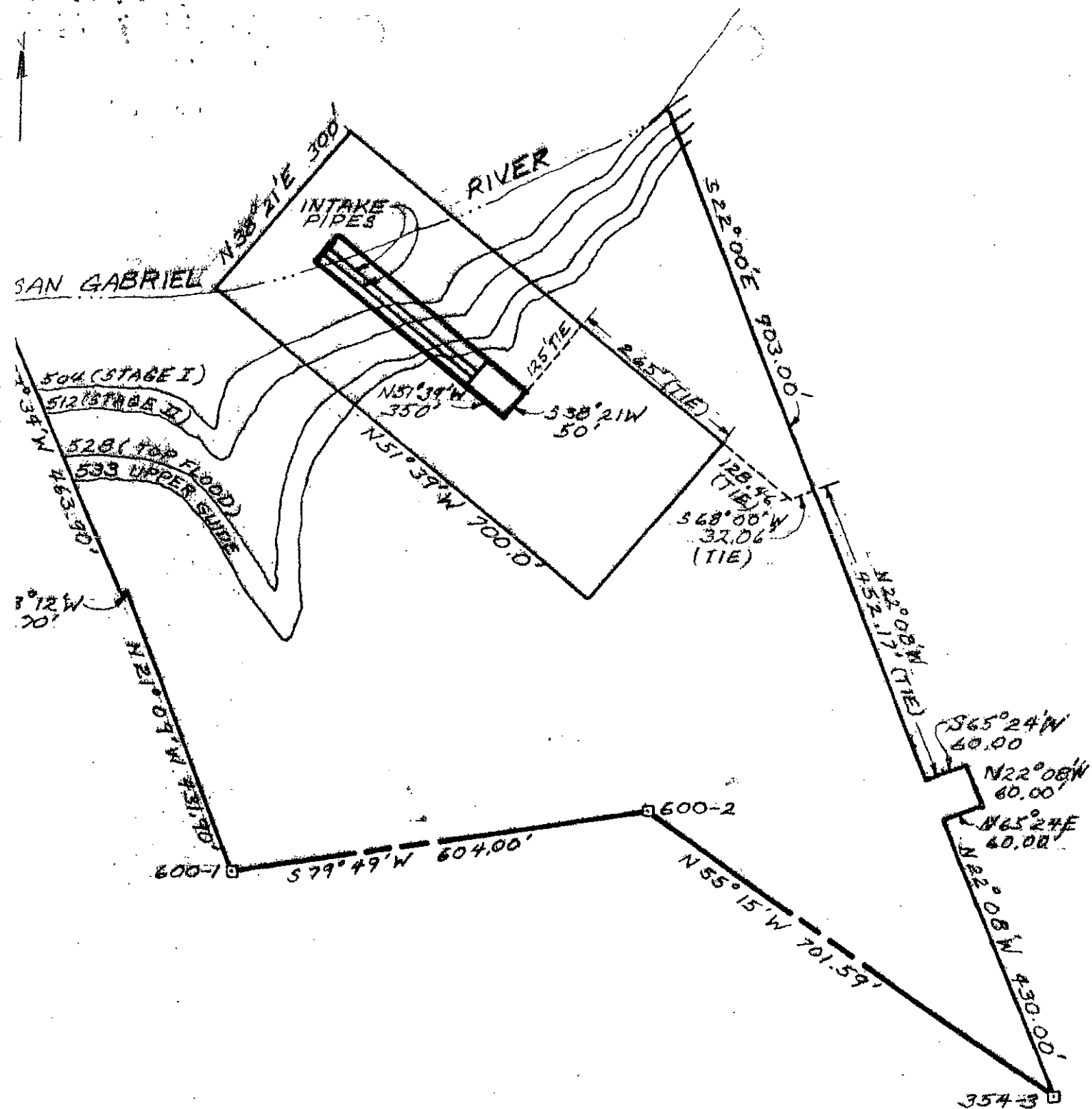
GRANGER DAM & LAKE

PARCEL II

A tract of land situated in the County of Williamson, State of Texas, being part of the Pedro Zarza Survey (A-14), and being more particularly described as follows, all bearings being referred to the Texas Plane Coordinate System, Central Zone:

FROM Government marker No. 354-3 for the southeast corner for a tract of land designated as Tract No. 600 for Granger Dam & Lake, acquired by the United States of America from A. D. Goetz, et ux, by deed dated 12 July 1973, along the east boundary line for said Tract No. 600 as follows: north 22°08' west, 430 feet to a point;
THENCE north 65°24' east, 60.00 feet to a point;
THENCE north 22°08' west, 60.00 feet to a point;
THENCE south 65°24' west, 60.00 feet to a point;
THENCE north 22°08' west, 452.17 feet to a point;
THENCE departing the east boundary line for said Tract No. 600, south 68°00' west, 32.06 feet to a point;
THENCE north 51°32' west, 393.46 feet to a point;
THENCE south 38°21' west, 125 feet to the point of beginning;
THENCE south 38°21' west, 50 feet to a point;
THENCE north 51°39' west, 350 feet to a point;
THENCE north 38°21' east, 50 feet to a point;
THENCE south 51°39' east, 350 feet to the point of beginning,
containing 0.40 acres, more or less.

EXHIBIT A



WATER INTAKE STRUCTURE
CITY OF TAYLOR
GRANGER LAKE

EXHIBIT B

ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT OF
DEFENSE DIRECTIVE UNDER TITLE VI OF THE CIVIL
RIGHTS ACT OF 1964

CITY OF TAYLOR

(hereinafter called "Applicant-

(Name of Applicant-Recipient)

Recipient") HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 300, issued as Department of Defense Directive 5500.11, 28 December 1964) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the Directive, no person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant-Recipient receives Federal financial assistance from the Department of the Army and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant-Recipient by the Department of the Army, assurance shall obligate the Applicant-Recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant-Recipient for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant-Recipient for the period during which the Federal financial assistance is extended to it by the Department of the Army.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal Financial assistance extended after the date hereof to the Applicant-Recipient by the Department, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The Applicant-Recipient recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant-Recipient, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Applicant-Recipient.

Dated January 25, 1980

CITY OF TAYLOR

(Applicant-Recipient)

P.O. Box 810

By: Weldon Berger

TAYLOR, TEXAS 76574
(Mailing Address)

(Title)

EXHIBIT C



City Council Meeting

October 13, 2022

Transmittal Letter

Agenda Item #:

10

Agenda Title:

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

STRATEGIC PILLAR

☒ Streets/Infrastructure

☐ Quality of Life

☒ Economic Vitality

Council Action to be taken: Consider Introducing Ordinance

Department Submitted: Development Services

Staff Contact: Tom Yantis, Assistant City Manager

1. PURPOSE/DESCRIPTION

The purpose of the access easement abandonment is to allow for the development of a proposed additional hotel on the subject property at 180 N.W. Carlos G. Parker Boulevard. The property owner has requested the City release and abandon the easement to allow the construction of additional parking for the proposed additional hotel.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

The request for this access easement abandonment request (PZ 2022 -1565) is directly related to the current proposed site development plan (PZ 2022 -1532) for an additional hotel. The site development plan shows the proposed parking spaces for the hotel to be located within the northern access easement. The site development plan cannot be approved unless this access easement request is granted.

There are currently two 20 feet wide access easements on Lot 1, Block A. There is a northern access lane and a southern access lane (Document No. 2018016590). The applicant is only proposing to abandon the northern access lane. The southern access lane will remain in place which would ensure there is an east-west access across the lot.

2. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• An additional business will likely provide an increase in jobs available in Taylor. • Increase in tax base.	• The City will no longer have the access easement which was intended to provide east-west access across this lot to future development.

4. RECOMMENDATION

Staff recommends approval of the 20 feet wide northern access easement abandonment request.

5. FUNDING SOURCE

N/A

6. TIMELINE

City Council ordinance introduction – October 13, 2022

City Council consideration of ordinance approval – October 27, 2022

7. OTHER OPTIONS (In order of preference)

N/A

8. ATTACHMENTS

10a. [Letter of Intent from Applicant](#)

10b. [Parkway Plaza Subdivision Plat](#)

10c. [Access Easement Abandonment Ordinance 2022-42](#)

10c(1). Ordinance Exhibit A – North Access Lane [Easement Agreement](#)

10d. [PowerPoint Presentation](#)

Sadya Capital LLC

5002 Sendero Springs Dr
Round Rock, TX 78681

City Of Taylor, Texas

400 Porter Street
Taylor, TX 76574

Attn: Tom Yantis, AICP
Assistant City Manager / Director of Development Services

September 22, 2022

Dear Mr. Yantis

We are requesting that the City of Taylor consider abandonment of the access lane easement agreement granted to the city on February 27th, 2018, and recorded in Williamson County filed under document 2018016588. The easement provides for a 20 foot wide access lane on the north side of the property at address 180 NW Carlos G Parker Blvd Taylor, TX 76574 with a legal description S11373 - PARKWAY PLAZA SUB, BLOCK A, Lot 1, ACRES 4.052. We are requesting this easement be abandoned to allow for the development of parking to support the City's code concerning parking requirements for a newly proposed hotel development branded Home2 Suites By Hilton in the area of the easement in question.

The easement was intended to support more efficient and safe cross traffic between any future developments to the east or west of our property. We believe this goal would continue to be well supported if the north access easement is abandoned as there exists a comparable 20' wide second access easement on the southern side of the property.

Sincerely,

A handwritten signature in black ink, appearing to read 'Nimesh D Patel', with a long horizontal flourish extending to the right.

Nimesh D Patel
Managing Partner
Sadya Capital LLC

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

I, Charles Len Schroeder, co-owner of the certain 4.052 acre tract of land shown hereon and described in a deed recorded in Document Nos. 2006107442, 2007019914, 2008092934, 2008092935 of the Official Public Records of Williamson County, Texas, and do hereby state that there are no lien holders of the certain tract of land, and do hereby subdivide said tract as shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby dedicate to the City of Taylor to the streets, alleys, rights-of-way, easements and public places shown hereon for such public purposes as the City of Taylor may deem appropriate. This subdivision is to be known as PARKWAY PLAZA SUBDIVISION.

TO CERTIFY WHICH, WITNESS by my hand this 22 day of February, 2017.

Charles L. Schroeder

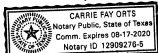
Charles Len Schroeder
1501 CR 369
Taylor, Texas 76754

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

Before me, the undersigned, a notary public in and for said county and state, on this day personally appeared Charles L. Schroeder known to me to be the person whose name is subscribed to the foregoing instrument.

Given under my hand and seal of the office on this 21 day of February, 2017.

Carrie Fay Orts
NOTARY PUBLIC in and for the State of Texas



STATE OF TEXAS §
COUNTY OF WILLIAMSON §

I, Thomas Kent Schroeder, co-owner of the certain 4.052 acre tract of land shown hereon and described in a deed recorded in Document Nos. 2006107442, 2007019914, 2008092934, 2008092935 of the Official Public Records of Williamson County, Texas, and do hereby state that there are no lien holders of the certain tract of land, and do hereby subdivide said tract as shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby dedicate to the City of Taylor to the streets, alleys, rights-of-way, easements and public places shown hereon for such public purposes as the City of Taylor may deem appropriate. This subdivision is to be known as PARKWAY PLAZA SUBDIVISION.

TO CERTIFY WHICH, WITNESS by my hand this 27 day of February, 2017.

Thomas Kent Schroeder

Thomas Kent Schroeder
1850 CR 369
Taylor, Texas 76754

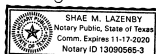
THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

Before me, the undersigned, a notary public in and for said county and state, on this day personally appeared Thomas K. Schroeder known to me to be the person whose name is subscribed to the foregoing instrument.

Given under my hand and seal of the office on this 21 day of February, 2017.

Shae M. Lazebny

NOTARY PUBLIC in and for the State of Texas



STATE OF TEXAS §
COUNTY OF WILLIAMSON §

I, Donna Sue Bohlmann, co-owner of the certain 4.052 acre tract of land shown hereon and described in a deed recorded in Document Nos. 2006107442, 2007019914, 2008092934, 2008092935 of the Official Public Records of Williamson County, Texas, and do hereby state that there are no lien holders of the certain tract of land, and do hereby subdivide said tract as shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby dedicate to the City of Taylor to the streets, alleys, rights-of-way, easements and public places shown hereon for such public purposes as the City of Taylor may deem appropriate. This subdivision is to be known as PARKWAY PLAZA SUBDIVISION.

TO CERTIFY WHICH, WITNESS by my hand this 23 day of February, 2017.

Donna Sue Bohlmann

Donna Sue Bohlmann
1306 Westlure Drive
Katy, Texas 77497-3915

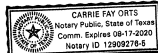
THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

Before me, the undersigned, a notary public in and for said county and state, on this day personally appeared Donna Sue Bohlmann known to me to be the person whose name is subscribed to the foregoing instrument.

Given under my hand and seal of the office on this 24 day of February, 2017.

Carrie Fay Orts

NOTARY PUBLIC in and for the State of Texas



CivilCorp
ENGINEERS & SURVEYORS
110 E. MAIN STREET, ROUND ROCK, TEXAS 76664
TEL (512) 828-0400 FAX (512) 828-0420
TBR# REGISTRATION #010283 TBR# REGISTRATION #10154152

PARKWAY PLAZA SUBDIVISION A FINAL PLAT OF 4.052 ACRES OUT OF THE WILLIAM J. BAKER SURVEY, ABSTRACT NO. 65 BEING A PORTION OF THE REMAINDER OF A 93.5 ACRE TRACT (DOCUMENT NOS. 2006107442, 2007019914, 2008092934, 2008092935 OPRWC) CITY OF TAYLOR, WILLIAMSON COUNTY, TEXAS

NOTES:

- ALL BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM, NAD 83(2012), CENTRAL ZONE, UTILIZING THE LEICA SMARTNET REFERENCE NETWORK. ALL DISTANCES AND COORDINATES SHOWN HEREON ARE GRID VALUE. USE SCALE FACTOR OF 0.9998807151 TO CONVERT TO SURFACE.
- ALL ELEVATIONS SHOWN HEREON ARE BASED ON NAVD83(2012); REFERENCE THE LEICA SMARTNET REFERENCE NETWORK.
BENCHMARKS:
TBM "A" = BOX CUT ON TOP OF LIGHT STANDARD LOCATED 138 FEET WEST OF THE NORTHEAST CORNER OF SUBJECT TRACT.
ELEVATION = 617.16
TBM "B" = RAILROAD SPIKE SET IN THE SOUTH SIDE OF A POWER POLE IN THE NORTH LINE OF FM 397 130 FEET WEST OF THE SOUTHEAST CORNER OF SUBJECT TRACT.
ELEVATION = 617.58
- THIS LOCATION ACCORDING TO F.E.M.A. FLOOD INSURANCE RATE MAPS, COMMUNITY PANEL NUMBER 48461C0535E, EFFECTIVE DATE SEPTEMBER 26, 2006, WILLIAMSON COUNTY, TEXAS AND INCORPORATED AREAS INDICATES THAT THE SUBJECT TRACT LIES WITHIN ZONE "X" UNSHADED (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN).
- A SIDEWALK WILL BE PROVIDED ACROSS THE FRONT OF THE PROPERTY PARALLEL TO FM 397 IN ACCORDANCE WITH THE TAYLOR SUBDIVISION ORDINANCE(S).
- ALL BUILDING SETBACKS WILL BE IN ACCORDANCE WITH THE CITY OF TAYLOR ORDINANCE, AS AMENDED.
- THERE ARE NO KNOWN EXISTING EASEMENTS OF RECORD FOR THIS TRACT.
- NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO THE MUNICIPAL WASTE WATER SEWER SYSTEM.
- NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL POTABLE WATER IS AVAILABLE FROM THE MUNICIPAL WATER SUPPLY.
- NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL SIDEWALKS AND UTILITIES HAVE BEEN INSTALLED ACCORDING TO THE SPECIFICATIONS OF THE CITY OF TAYLOR.
- THIS SUBDIVISION IS LOCATED IN THE CITY OF TAYLOR.
- CITY OF TAYLOR WATER AND WASTEWATER LINES TO BE EXTENDED TO PROPERTY AND ACROSS ENTIRE FRONTAGE OF SUBDIVISION PER SEPARATE CONSTRUCTION PLAN.
- THIS PLAT CONFORMS TO THE APPROVED PRELIMINARY PLAT APPROVED BY THE PLANNING AND ZONING COMMISSION ON FEBRUARY 28, 2017.

SURVEYOR'S CERTIFICATION

That, I, Corey Joseph Hall, Registered Professional Land Surveyor in the State of Texas, do hereby certify that this plat is true and correctly made from an actual survey made on the ground of the property legally described hereon, and that there are no apparent discrepancies, conflicts, overlapping of improvements, visible utility lines of roads in place, except as shown on the accompanying plat, and that the corner monuments shown thereon were properly placed under my personal supervision in accordance with the subdivision regulations of the City of Taylor.

TO CERTIFY WHICH, WITNESS my hand and seal at Round Rock, Williamson County, Texas, this 23 day of FEBRUARY, 2017.

Corey Joseph Hall
Corey Joseph Hall
Registered Professional Land Surveyor
No. 6362 State of Texas



ENGINEER'S CERTIFICATION

I, Jerry Perales, Registered Professional Engineer in the State of Texas, do hereby certify that this subdivision is not encroached by a Zone A flood area, as denoted herein, and as defined by Federal Emergency Management Administration Flood Hazard Boundary Map, Community Panel Number 48461C0535E, effective date September 26, 2006, and that each lot conforms to the City of Taylor regulations. The fully developed, concentrated stormwater runoff resulting from the one hundred (100) year frequency storm is contained within the drainage easements shown and/or public right-of-way dedicated by this plat.

TO CERTIFY WHICH, WITNESS my hand and seal at Austin, Travis County, Texas, this 28 day of FEBRUARY, 2017.

Jerry Perales
Jerry Perales
Registered Professional Engineer
No. 01414 State of Texas



Development Services Director

I, Ashley Lurkin, Development Services Director of the City of Taylor, Texas, do hereby certify this plat is approved for filing of record with the County Clerk of Williamson County, Texas.

Ashley Lurkin
Ashley Lurkin, Director Date 3/1/17

PLANNING AND ZONING COMMISSION

This subdivision to be known as Parkway Plaza Subdivision has been accepted and approved for filing with the County Clerk of Williamson County, Texas, according to the minutes of the meeting of the Taylor Planning and Zoning Commission on the ___ day of _____, 2017, A.D.

Don McAllister 2-28-17
Don McAllister, Chairman Date

Donna Frazier 2-28-17
Donna Frazier, Secretary Date

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

I, Nancy Rister, Clerk of the County Court of said County, do hereby certify that the foregoing instrument in writing, with its certificate of authentication was filed for record in my office on the 14 day of MARCH, 2017 A.D., at 11:33 o'clock A.M., and duly recorded in the day of MARCH, 2017 A.D., at 11:33 o'clock A.M. in the Official Public Records of said County in Instrument No. 2017020343.

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



Nancy Rister, Clerk County Court
of Williamson County, Texas

By *Connie Phelps*
Connie Phelps, Deputy

CITY OF TAYLOR PERMIT PZ-20171031

SHEET 2 OF 2

NORTH ACCESS LANE EASEMENT AGREEMENT

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

Date: February 27, 2018

Grantor: SADYA CAPITAL, LLC, a Texas Limited Liability Company

Grantor's Mailing Address (including County):

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

Grantee: CITY OF TAYLOR, TEXAS, a Home Rule Municipal
Political Subdivision of the State of Texas

Grantee's Mailing Address (including County):

CITY OF TAYLOR, TEXAS
400 Porter Street
Taylor, Williamson County, Texas 76574

Grantor's Property:

Lot 1, Block "A", of PARKWAY PLAZA SUBDIVISION, a subdivision in Williamson County, Texas, according to the map or plat thereof recorded under Document No. 2017020343, Official Public Records, Williamson County, Texas.

Easement Property:

See Exhibit "A", attached hereto and incorporated herein by reference.
("North Access Lane Easement")

Easement Purpose:

Grantor, for the Consideration, grants, sells and conveys to Grantee a perpetual non-exclusive, irrevocable access easement for free and uninterrupted vehicular and pedestrian traffic over and across the Easement Property. This Easement is for the benefit of, and may be used by Grantee for access between Grantor's Property and the real property situated immediately north, east and west of Grantor's Property. Grantee shall have the right to construct and maintain access drives within the Easement Area.

Consideration:

Good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor.

Reservations from Conveyance: None

Exceptions to Warranty: None

Grant of Easement:

Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, grants, sells, and conveys to Grantee and Grantee's successors and assigns an easement over, on, and across the Easement Property for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold the Easement to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend the title to the Easement in Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part of

the Easement, except as to the Reservations from Conveyance and Exceptions to Warranty.

Terms and Conditions:

The following terms and conditions apply to the Easement granted by this Easement Agreement:

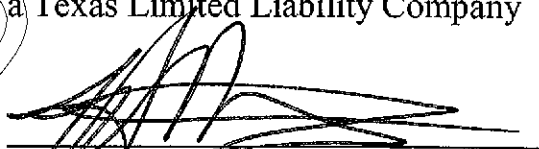
1. ***Character of Easement.*** The Easement is non-exclusive and irrevocable. The Easement is for the benefit of Grantee and Grantee's successors and assigns ("Holder").
2. ***Reservation of Rights. Equitable Rights of Enforcement.*** This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this Agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.
3. ***Binding Effect.*** This Agreement binds and inures to the benefit of the parties and their respective successors and permitted assigns.
4. ***Choice of Law.*** This Agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.
5. ***Counterparts.*** This Agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

6. ***Waiver of Default.*** It is not a waiver of or consent to default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Agreement does not preclude pursuit of other remedies in this Agreement or provided by law.
7. ***Further Assurances.*** Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this Agreement and all transactions contemplated by this Agreement.
8. ***Integration.*** This Agreement contains the complete Agreement of the parties and cannot be varied except by written Agreement of the parties. The parties agree that there are no oral Agreements, representations, or warranties that are not expressly set forth in this Agreement.
9. ***Legal Construction.*** If any provision in this Agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of the Agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.
10. ***Notices.*** Any notice required or permitted under this Agreement must be in writing. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually

received. Any address for notice may be changed by written notice delivered as provided herein.

11. **Recitals.** Any recitals in this Agreement are represented by the parties to be accurate, and constitute a part of the substantive Agreement.
12. **Time.** Time is of the essence. Unless otherwise specified, all references to "days" mean calendar days. Business days exclude Saturdays, Sundays, and legal public holidays. If the date for performance of any obligation falls on a Saturday, Sunday, or legal public holiday, the date for performance will be the next following regular business day.
13. **Indemnity.** Grantee agrees to protect, indemnify, and hold harmless Grantor from any claims, demands, expenses, losses, damages or injuries (including death) to persons or property to the extent caused by Grantee's negligence or willful misconduct in the construction, operation and maintenance of the Easement Property.

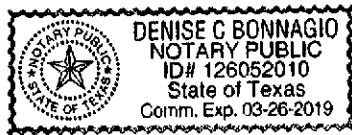
SADYA CAPITAL, LLC,
a Texas Limited Liability Company


By: Nimesh Patel
Its: President

STATE OF TEXAS,
COUNTY OF WILLIAMSON.

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 27th day of February, 2018.



Denise C. Bonnagio
Notary Public, State of Texas

Exhibit A

THE STATE OF TEXAS)
COUNTY OF WILLIAMSON)

FEBRUARY 9, 2018

PROPOSED 20 FOOT WIDE WATER, WASTEWATER, & ACCESS EASEMENT

BEING A 0.160 ACRE (6,951 SQUARE FOOT) TRACT OF LAND OUT OF THE WILLIAM J. BAKER SURVEY, ABSTRACT NO. 65 SITUATED IN WILLIAMSON COUNTY, TEXAS, SAID TRACT BEING OUT OF AND A PART OF LOT 1, BLOCK A, PARKWAY PLAZA SUBDIVISION AS RECORDED IN DOCUMENT NO. 2017020343 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (OPRWC), AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod stamped "WARD-5811" found for the North corner of the herein described tract, said iron rod being the common West corner of a 4.2970 acre tract conveyed from Charles Len Schroeder, et al to Blue Ribbon Barbecue, Inc., filed February 17, 2016 as recorded in Document No. 2016013031 OPRWC, the North corner of said Lot 1, and being in the South line of a 40.500 acre tract as conveyed from the City of Taylor Park Foundation to The City of Taylor, filed February 22, 2008, recorded in Document No. 2008013737 OPRWC;

THENCE, South 20°02'44" East, with the common line of Lot 1 and the said 4.2970 acre tract, a distance of 20.00 feet, to a point for the Southeast corner of the herein described tract;

THENCE, South 69°57'02" West, over and across said Lot 1, a distance of 347.11 feet, to a point for the South corner of the herein described tract, said point being in the common West line of Lot 1 and the East line of the remaining portion of a 93.5 acre tract to Charles Len Schroeder, et al recorded in Document Nos. 2007019914, 2008092934, 2008092935, 2006107442 OPRWC;

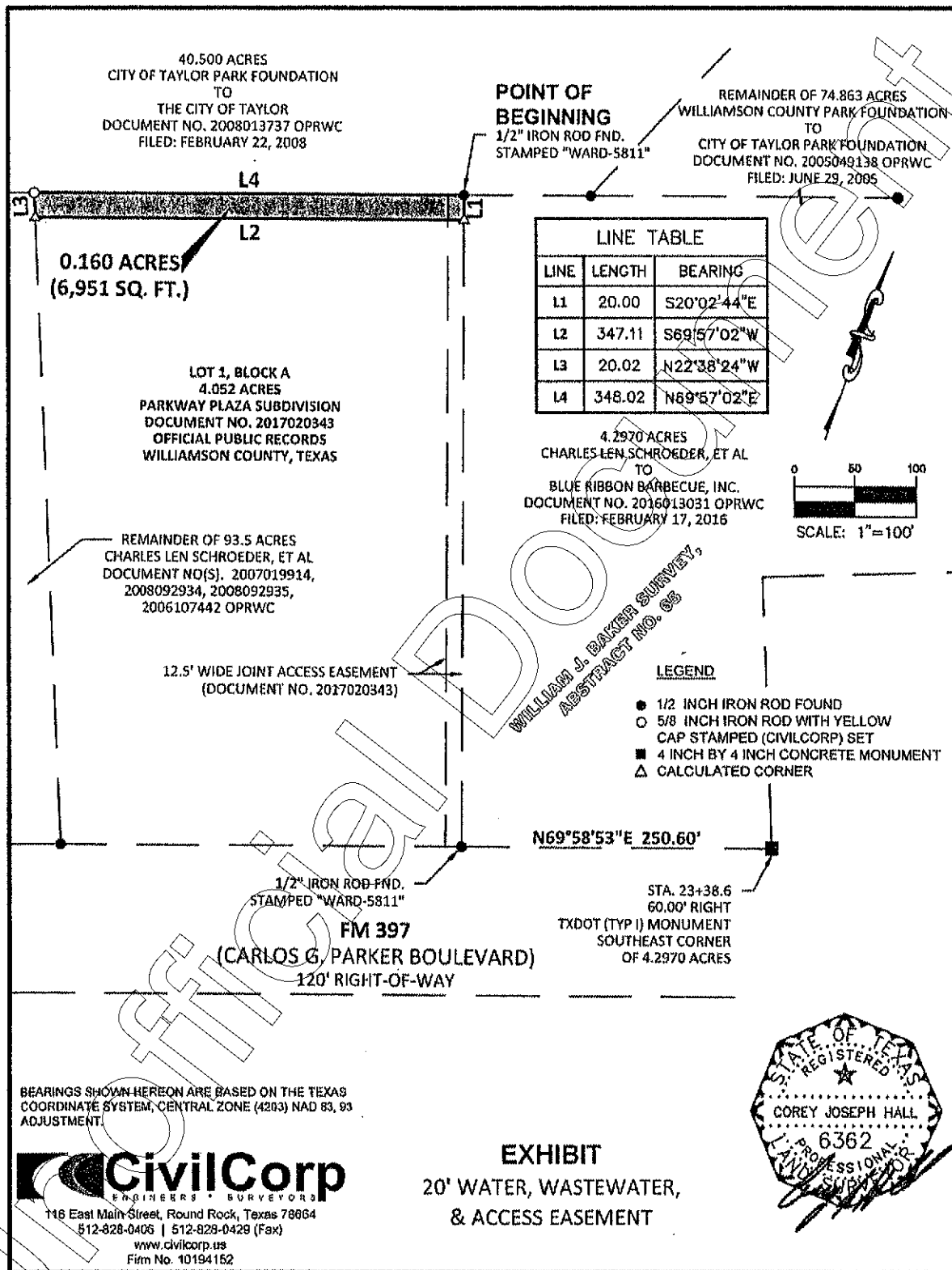
THENCE, North 22°38'24" West, with said common line, a distance of 20.02 feet, to a 5/8 inch diameter iron rod with a yellow plastic cap stamped "CIVILCORP" set for the Northwest corner of the herein described tract, said iron rod being the Northwest corner of Lot 1, the Northeast corner of the remaining portion of said 93.5 acre tract, and being in the South line of aforesaid 40.500 acre tract;

THENCE, North 69°57'02" East, with said common line of said Lot 1 and said 40.500 acre tract, a distance of 348.02 feet to the **POINT OF BEGINNING**, containing within these metes and bounds 0.160 acres (6,951 square feet) of land, more or less.

A survey drawing of even date herewith accompanies this legal description. All bearings and distances shown herein are based on the Texas Coordinate System, Central Zone (4203) NAD83.

The foregoing Field Notes Description is based on an actual survey made under my supervision on February 9, 2018, and is true and correct to the best of my knowledge and belief.


Corey Joseph Hall Registered Professional Land Surveyor No. 6362
TBPLS Firm No. 10194152



**ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS**

2018016588

Pages: 9 Fee: \$49.00
02/27/2018 02:18 PM



Nancy E. Rister

Nancy E. Rister, County Clerk
Williamson County, Texas

Unofficial Document

ORDINANCE NO. 2022-42

**“AN ORDINANCE ABANDONING NORTH ACCESS LANE EASEMENT
LOCATED ON LOT 1, BLOCK A OF THE PARKWAY PLAZA
SUBDIVISION, A SUBDIVISION IN TAYLOR, WILLIAMSON COUNTY,
TEXAS RECORDED UNDER DOCUMENT NO. 2017020343, OFFICIAL
PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS”**

WHEREAS, Sadya Capital, LLC (“Owner”) is the sole owner of Lot 1, Block A of the Parkway Plaza Subdivision, a subdivision in Williamson County, Texas, according to the map or plat thereof recorded under Document No. 2017020343, Official Public Records, Williamson County, Texas (“Easement Property”); and

WHEREAS, the Easement Property has currently located thereon an access easement which was granted by Owner to the City of Taylor in the North Access Lane Easement Agreement recorded on February 27, 2018 in Document No. 2018016588, Official Public Records, Williamson County, Texas (“Easement”) for the purpose of providing free and uninterrupted vehicular and pedestrian traffic over and across the Easement Property for the benefit of the properties situated immediately north, east and west of Owner’s property; and

WHEREAS, the Owner has requested the City release and abandon the Easement to allow the construction of additional parking for a new development to be located on the Easement Property; and

WHEREAS, additional parking will be necessary to comply with the City of Taylor Subdivision Ordinance; and

WHEREAS, the Easement will no longer be necessary because the original intent and purpose of the Easement will be met with the construction of additional parking by the Owner on the Easement Property.

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

SECTION 1. All of the facts recited in the preamble to this Ordinance are hereby found by the City Council to be true and are incorporated by reference herein and expressly made a part hereof, as if copied herein verbatim.

SECTION 2. The City of Taylor does hereby release the North Access Lane Easement Agreement attached hereto as Exhibit A and incorporated by reference herein.

SECTION 3. The Mayor is authorized to execute any releases or other documents necessary to effectuate the abandonment of the Easement.

SECTION 4. In accordance with Article VIII, Section 1, of the City Charter, this Ordinance was introduced before the City Commission on _____, 2022.

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

Brandt Rydell, Mayor
City of Taylor

ATTEST:

Dianna McLean, City Clerk

CERTIFICATE

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

I, Dianna McLean, being the current City Clerk of the City of Taylor, Texas, do hereby certify that the attached is a true and correct copy of Ordinance No. _____, passed and approved by the City Council of the City of Taylor, Texas, on the ____th day of _____, 2022, and such Ordinance was duly introduced, passed, approved and adopted at meetings open to the public and notices of the meetings, giving the dates, places, and subject matter thereof, were posted as prescribed by Government Code Section 551.043.

Witness my hand and seal this ____ day of _____, 2022.

Dianna McLean
City Clerk

DRAFT

City of Taylor City Council Meeting

October 13, 2022



PZ-2022-1565

North Lane Access Easement Abandonment Request

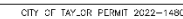
Location Map

Address: 180 NW Carlos G. Parker Blvd.

Acreage: ~4.052 acres



2018016588 Page 8 of 9



Staff Recommendation

Staff recommends approval of the proposed access easement abandonment because another east-west access easement exists on the south end of the lot.



City Council Meeting October 13, 2022 Transmittal Letter

Agenda Item #: 11
Agenda Title: Consider payment solutions for accepting donations

STRATEGIC PILLAR

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

Council Action to be taken: Provide staff direction on a payment solution to accept donations.

Department Submitted: Finance

Staff Contact: Jeffrey Wood, Chief Financial Officer

1. PURPOSE/DESCRIPTION

Discuss possible payment solutions that will allow the City to collect funds for a donation program.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

The City currently accepts donations for various programs. These funds are collected in office by cash, check or credit card and receipted to donations revenue for either parks, library or animal shelter.

With interest in creating a more robust donations program, the City has researched additional ways to accept payments for donations.

A solution that can be implemented is EasyPay, an online platform created by the City's current enterprise resource planning (ERP) provider, Tyler Technologies. A webpage would be added to our website for anyone to make a one-time donation online. There is a \$1.25 online processing fee per transaction and a credit card processing fee. The webpage is customizable and can include a drop-box for the donator to specify the donation program if the City offers multiple programs. This would also be easy to pair with a social media campaign and other forms of advertising with the creation of a QR code or link taking the customer directly to the payment platform.

Another solution is to integrate a donations program into the utility bill. This will allow for one-time payments to be sent in with the bill or recurring donations to be set up for auto-pay customers. The customer would indicate on the bill that they would like to opt-in to a donations program and then a line-item charge would be added to the customer's bill for a monthly donation amount. Adding this program to the bill will require the bill to be expanded to front and back at a cost of \$1,500 annually (based on the City's current customer count) plus a one-time set up fee. This program would be administratively time

consuming for utility billing staff due to the manual additions and deletions to the monthly bill.

Both solutions are able to fill the gap of accepting donations in other ways than a customer coming to the office to make a payment.

A bigger picture solution that the City is currently looking into is Paymentus, a payment platform that can allow for a one-stop shop for paying utility bills, donations, fees and fines. This platform would offer several convenient ways for a customer to make a payment and would be streamlined for both the customer and City staff. The City has met with Paymentus for an overview and next steps are to see how well it will integrate with the City's current software and speak to surrounding communities about their experience.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• EasyPay is easy to implement with no cost to the City. It will reach more potential donors with a convenient way to contribute. • Adding the donations program to the utility bill creates the option for recurring donations through monthly billing. It also allows customers to donate at the time they are paying their monthly bill. • Paymentus is a type of solution that looks at the big picture of making payments to the City convenient for both the customer and City staff.	• EasyPay and using the utility bill for donations will be administratively time consuming. Both fill a gap without being a big picture solution. • Adding to the utility bill would be an annual cost of about \$1,500 plus a one-time set up fee.

4. RECOMMENDATION

Staff recommends implementing EasyPay and reformatting the utility bill to add a donations program option for customers. Both solutions will take about 4-6 weeks to implement.

Staff will also continue exploring a more robust and cohesive payment platform such as Paymentus.

5. FUNDING SOURCE

N/A

6. TIMELINE

If Council would like to move forward with EasyPay and reformatting the utility bill, staff will begin the implementation process with the goal of going live in 4-6 weeks.

7. OTHER OPTIONS (In order of preference)

Continue to accept donations by cash, check, money order and credit card at City offices.

8. ATTACHMENTS

- 11a. [Current utility bill format](#)
- 11b. [Draft utility bill format – expanded to back](#)
- 11c. [Payment Solutions for Donations presentation](#)



City of Taylor
Utility Billing
400 Porter St
Taylor, TX 76574

AUT0SCH 5-DIGIT 76511 5 PS5 133147AB02-A-1
1297 1 AV 0.452

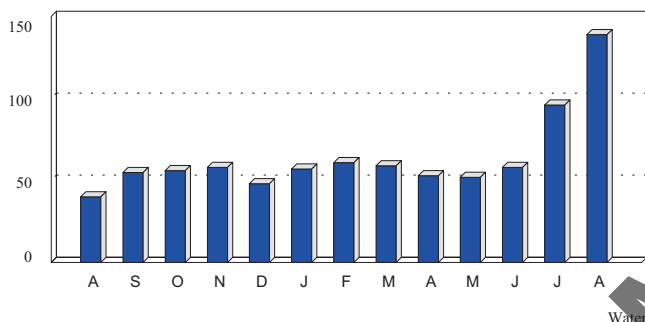


NAME
ADDRESS
TAYLOR TX 76574-

For Inquiries, please call:
Phone (512) 352-2066
Fax (512) 352-6002
www.taylor.tx.gov

Office Hours: Mon-Fri 8:00 am - 5:00 pm
Visa, MasterCard and Discover Accepted
To report water emergencies call (512) 352-3251
Garbage, IESI 1-866-282-3508

YOUR MONTHLY USAGE



SPECIAL MESSAGE

PLEASE UPDATE YOUR CONTACT PHONE NUMBERS
WITH OUR OFFICE YEARLY BY CALLING 512-352-2066.

ACCOUNT INFORMATION

ACCOUNT: 01
ZONE: xxx
SERVICE ADDRESS: -147.63
LAST PAYMENT: 07/08/22 06/17/22 TO 07/18/22
BASE SERVICE PERIOD: 08/05/22
BILLING DATE: August 20, 2022

CURRENT CHARGE SUMMARY

Water	96.55
Sewer	43.23
Solid Waste	18.53
Other	31.00

AMOUNT DUE

TOTAL CURRENT CHARGES	189.31
TOTAL AMOUNT DUE BY 08/20/22	189.31

Any previous balance shown is past due and the account is subject to disconnection without further notice, unless payment arrangements have been made. Remit payment for any past due balance immediately. Please verify your bill each month.

DONATION PROGRAM

The City of Taylor has donation programs that provide assistance to fund additional needs.

If you are interested in donating monthly or one-time, please see back of bill for easy ways to contribute.

You can also visit www.taylor.tx.gov/donate for more information or to make a one-time donation online.

Scan this code to sign up for our monthly digital
Community Connection Newsletter.



Payment

Coupon

PLEASE RETURN THIS PORTION ALONG WITH YOUR PAYMENT AND MAKE YOUR CHECK PAYABLE TO THE CITY OF TAYLOR

ACCOUNT INFORMATION

ACCOUNT: XX-XXXX-XX
ZONE: 01
SERVICE ADDRESS: xxx
SERVICE PERIOD: 06/17/22 TO 07/18/22
DUE DATE: August 20, 2022

NAME
ADDRESS
TAYLOR TX 76574-

AMOUNT DUE

TOTAL AMOUNT DUE BY 08/20/22	189.31
TOTAL AMOUNT DUE IF PAID AFTER 08/20/22	208.24

AMOUNT ENCLOSED



CITY OF TAYLOR
400 PORTER ST
TAYLOR TX 76574

01

City of Taylor Donations Program: You can help fund additional needs. Simply turn the bill over to check the box and this amount will be added to your bill one-time or monthly.

292173010000169310000185320

Current Activity Details

Account #

WATER SERVICE

<u>Meter</u>	<u>Size</u>	<u>Previous</u>	<u>Current</u>	<u>Usage</u>	<u>Base Rate</u>
90003424	5/8"	5476	5615	139	\$ 35.48

Gallons used equals usage x 100 (example: 24 units = 2400 gallons)

Volumetric Charges (per kgal)

Block 1	20 @ 0.361	\$ 7.22
Block 2	30 @ 0.397	11.91
Block 3	40 @ 0.431	17.24
Block 4	49 @ 0.504	24.70

TOTAL WATER CHARGES

\$ 96.55

SEWER SERVICE

<u>Base Rate</u>	<u>Quantity (in units)</u>	<u>Rate</u>
31.73	16.4	0.701

Total sewer charged = # of units x Rate + Base Fee

TOTAL SEWER CHARGES

\$ 43.23

OTHER CHARGES

GARBAGE	\$ 12.45
FRANCHISE FEE	1.20
DRAINAGE FEE	3.00
TRANSPORTATION USER FEE	8.00
RECYCLE	3.25
FRANCHISE FEE	0.33
SALES TAX	1.30
PUBLIC ARTS DONATION	10.00
ANIMAL SHELTER DONATION	10.00

TOTAL OTHER CHARGES

\$ 49.53

TOTAL AMOUNT DUE

\$ 189.31

Detach and mail stub with your payment or bring entire page when paying in person.

You can donate to specific City of Taylor programs. Simply check box and this amount will be added to your next bill. Monthly donations should be for a period of at least 6 months.

Contact the Utility Billing office for inquiries: 512-352-2066.

<u>Program:</u>	<u>One-Time</u>	<u>Monthly</u>
Public Arts	☐ \$ _____	☐ \$ _____
Animal Shelter	☐ \$ _____	☐ \$ _____
Parks	☐ \$ _____	☐ \$ _____
Library	☐ \$ _____	☐ \$ _____
Total:	\$ _____	\$ _____

Payment Solutions for Donations



EasyPay by Tyler Technologies

- Ability to accept one-time payments.
- Adds a webpage to the City website for anyone to make a one-time online donation.
- Donator pays a \$1.25 online transaction fee plus a credit card processing fee.
- Customizable so that the City can add or remove donation programs; can be generic or specific.
- Current utility billing payment platform does not allow for additional contributions. Customers can only pay their utility bill.

Example:

Library Donation

We are remodeling the library.....

Email Address

required

Used to contact you in case of problem with payment

Phone

required

Name

required

Address

Area to Donate

Select one ...

Amount

\$

required

Select a payment method

- A social media campaign can include a QR code or direct link to this webpage.
- Donations can still be accepted in-person as well.



City Council Meeting October 13, 2022 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 12

Agenda Title: Receive a presentation regarding the Fred Kerley mural and consider whether to proceed with the project.

Council Action to be taken: Receive update as presented.

Department Submitted: City Management

Staff Contact: Jeff Jenkins, Deputy City Manager

1. PURPOSE/DESCRIPTION

This item will provide an update about a mural art project planned to be installed on the Ford Ground Storage Tank, which will honor Fred Kerley for his accomplishments.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

Taylor's hometown athlete Fred Kerley has accomplished some major running feats during his career as a track and field sprinter. Mr. Kerley recently won the World Championship gold medal in the 100-meter race. This accomplishment makes Fred Kerley the fastest person in the world.

To honor Mr. Kerley and this accomplishment, staff has been approached by a group interested in this project; therefore, we have been working on a mural project in his honor. The artist working on the art project will be Adam Davenport, known for his outstanding mural projects in Taylor and the Bill Pickett statue located on 2nd and Main. The mural will be painted on the Ford Ground Storage Tank located on 1606 North Main Street.

Additional specifics on the project:

- Installation timeline October 20, 2022-January 20, 2023
- Plan for unveiling February 2023
- Cost \$47,000; paid in two installments
- Resident can donate toward the project through the new art donation fund
- City expecting a donation from a third party to help with cost of the project
- Cost is under \$50,000, City Manager's spending authority.
- Mural will be art of Fred Kerley running in the 100m World Championship

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
Honors local hero with recognition	Short time frame to complete

4. RECOMMENDATION

Accept presentation and provide direction to staff on whether to move forward with project.

5. FUNDING SOURCE

General Fund reserves will be used to initially fund the project. Art donation fund will help offset or cover the cost. Also expecting third party to provide a donation toward the project.

6. TIMELINE

Start construction October 20th.

Complete by January 20, 2023.

Unveiling in February 2023. Mr. Kerley tentatively plans to be in Taylor February 2023.

7. OTHER OPTIONS (In order of preference)

N/A

8. ATTACHMENTS

12a. [PowerPoint](#)

12b. [Agreement with Adam Davenport](#)

12c. [Citizen request for tribute](#)

Receive a presentation regarding the Fred Kerley mural and consider whether to proceed with the project.

10/13/2022 City Council meeting



New Mural Project

Project Highlights:

- Honor Fred Kerley and his accomplishment
- Group of Taylor residents have approached the City regarding this project
- Installed on Ford Ground Storage Tank 1606 N. Main
- Adam Davenport, Taylor artist will complete project
 - Timeframe project October 20th-January 20th
 - Mr. Kerley tentatively plans to be in Taylor February 2023
 - Must be completed by February 2023
 - Cost \$47,000
 - Residents can donate directly through art donation program
 - City expecting donation from a third party to help with the cost for this project
 - Under \$50,000, City Manager's spending authority
 - Art will be Fred Kerley running in World Championship



About the Artist

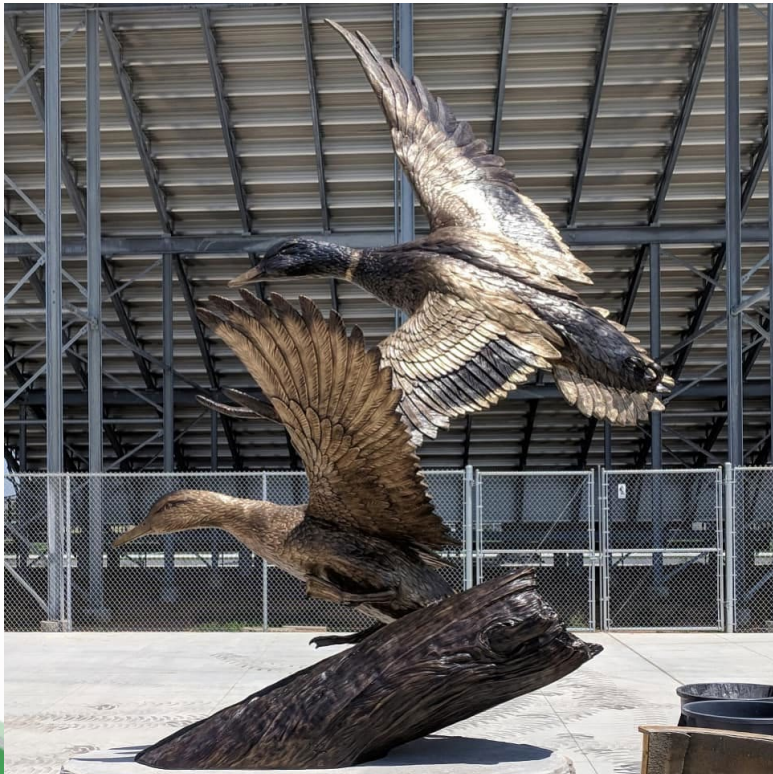
Adam Davenport

- Completed major mural projects in Taylor and throughout the United States
- Major public sculpture projects completed including Bill Pickett and The Duck Pond at Taylor High
- Well known in the arts world for art realism and portraiture



Sculpture Work

Duck Pond, Taylor High



Bill Pickett, 2nd and Main



Mural Work

**Buffalo at 74 Man Store-
Taylor**



**Angela Stanford LPGA-
Saginaw**



TAYLOR · TX



FRED KERLEY
World 100m Champion
Olympic Games Medalist

Questions



Addition to the Utility Bill

- Option to make a one-time payment with their bill and allows for recurring donations for auto-pay customers.
- The bill will need to be expanded to front and back costing the City an additional \$1,500 per year (based on current customer count) plus a one-time set up fee.
- Adds wording to the bill for the customer to select their donation option. City program changes would require a new set-up fee.
- Adding a recurring donation to a customer's bill is a manual process that is administratively time consuming.
- There would need to be a social campaign to educate customers on the new bill format.

Example:

DONATION PROGRAM

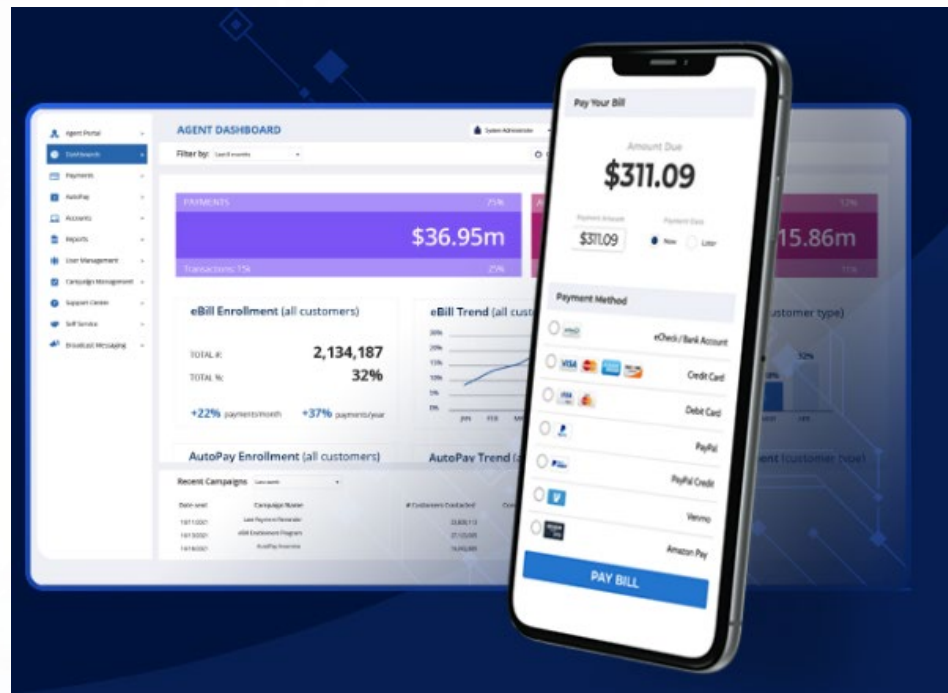
The City of Taylor has donation programs that provide assistance to fund additional needs.

If you are interested in donating monthly or one-time, please see back of bill for easy ways to contribute.

You can also visit www.taylortx.gov/donate for more information or to make a one-time donation online.

Paymentus

- Finance has begun discussions with Paymentus, a payment platform that can allow for a one-stop shop for paying utility bills, donations, fees and fines.
- Additional payment options will be available through Paymentus.
- The platform would be streamlined for both the customer and for City staff.



Summary

1. EasyPay – online webpage that will allow the City to collect non-recurring donations. \$1.25 transaction fee to the customer. 4-6 weeks implementation.
2. Utility Bill – provide an option to make a one-time payment with the bill and allows for recurring donations for auto-pay customers. 4-6 weeks implementation.
3. Paymentus – Future option that will allow for streamlined collections.

Library Donation

We are remodeling the library.....

Email Address

required

Used to contact you in case of problem with payment

Phone

required

Name

required

Address

Area to Donate

Select one ...

Amount

\$

required

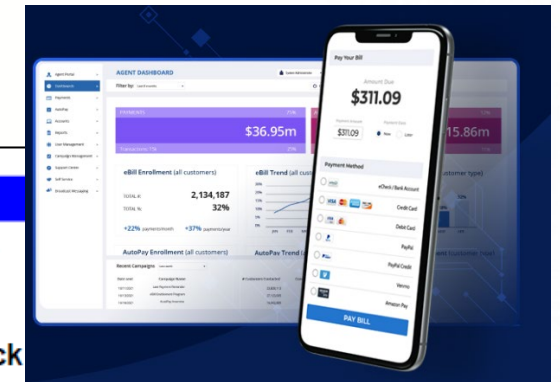
Select a payment method

DONATION PROGRAM

The City of Taylor has donation programs that provide assistance to fund additional needs.

If you are interested in donating monthly or one-time, please see back of bill for easy ways to contribute.

You can also visit www.taylortx.gov/donate for more information or to make a one-time donation online.



STATE OF TEXAS

ARTIST SERVICE AGREEMENT

THIS Artist Service Agreement (“Agreement”) is entered into as of the date written on the signature page (“Effective Date”) between the following Parties:

“ARTIST”: Adam Davenport

The City has determined that it requires the assistance of the Artist to design, fabricate, and install public art to be known as the “The Fred Kerley Mural (the “Artwork”), as shown on Exhibit “A” attached hereto and incorporated herein, on the exterior of the Ford Ground Storage Tank located on Main Street in Taylor, TX 76574, referenced herein as the “Site”; and

ARTICLE ONE

- 1.1 The City agrees to engage the Artist, and the Artist hereby agrees to perform services as required under this Agreement. The selection of the Artist was based on the qualifications of the Artists, who possess the skills to render and design the Artwork and who shall design and install the Artwork.
- 1.2 The Artist is an independent contractor. Except as may be expressly and unambiguously provided in this Agreement, no partnership or joint venture is intended to be created by this Agreement, nor any principal-agent or employer-employee relationship between the Parties or any of their officers, employees, agents, or contractors.
- 1.3 The Artist shall not receive any compensation or benefits from the City, other than as expressly set forth in this Agreement or in a subsequent written agreement that is signed by both parties.
- 1.4 The Artist does not have, and will not attempt to assert, the authority to make commitments for or to bind the City to any obligation other than the obligations set forth in this Agreement or in any subsequent written agreement that is signed by both parties.

ARTICLE TWO

Scope of Services

2.1 Artist's Obligations

- 2.1.1 The Artist shall perform all services ("Services") and furnish all supplies and/or equipment as necessary for the off-site and on-site design and installation of the Artwork in a professional manner and in strict compliance with all terms and conditions in this Agreement.
- 2.1.2 The Artist shall determine the expression, design, dimensions, and materials of the Artwork, subject to review and acceptance by the City. All aspects of the Artist's Services shall be coordinated with City of Taylor.
- 2.1.3 After completion of the mural, the Artist shall provide the City with instructions for appropriate maintenance and preservation of the Artwork.
- 2.1.4 The Artist shall be available with reasonable advance notice for meetings, ceremonies and the like, as necessary.

2.2 City's Obligations

- 2.2.1 The City shall be responsible for providing the Artist, at no expense to the Artist, copies of existing designs, drawings, reports, list of required permits, and other existing relevant data, if any, which is needed by Artist in order to perform.
- 2.2.2 The City shall inform the Artist of any limitations to the Artwork, during any stage of its design, fabrication, or transportation to the Site, imposed by zoning or environmental laws and/or regulations, or any other laws or regulations.

2.3 Materials, Construction Schedule, and Progress Reports

2.3.1 Materials

2.3.1.1 The Artist shall purchase and supply the materials, supplies, and installation equipment (the “Materials”) necessary for the mural, up to a total cost of _____ and _____ no/100 dollars (\$ _____).

2.3.1.2 If the Artist desires additional materials in excess of the Materials purchased and provided by Artist, the Artist may request the City approve purchase of such excess materials. The Artist may purchase such excess materials from Artist’s own funds, but in no event shall the Artist seek additional funds from the City unless approved by the City.

2.3.2 Schedule of Completion

2.3.2.1 The Artist shall notify City of the tentative schedule for the Design and completion of the Artwork at the Site.

2.3.2.2 The Artist shall not commence the design or installation of the Artwork until City has issued a written notice to proceed.

2.3.2.3 The Artist shall submit regular progress reports to the City or upon the request of the City.

2.4 Installation Stage

2.4.1 Within 105 days of City’s notice to proceed, the Artist shall complete the Artwork in substantial conformity with the Design or the Revised Design. The Artist may not deviate from the approved Design without written approval of the City.

2.4.2 The Artist shall take reasonable measures to protect or preserve the integrity of the Artwork such as the application of protective or anti-graffiti coatings, unless waived by the City. If the Artwork is being completed on-site, the Artist shall avoid creating nuisance conditions arising out of the Artists’ operations.

2.4.3 The City shall have the right to review the Artwork at reasonable times during the fabrication thereof upon reasonable notice to the Artist.

2.4.4 If the City, upon review of the Artwork, determines that the Artwork does not conform to the Design or Revised Design, the City reserves the right to notify the Artist in writing of the deficiencies and that the City intends to withhold the next payment installment (“Deficiency Notice”).

2.4.5 Within ten (10) days of the written Deficiency Notice described hereinabove, or during such timeframe as agreed upon by the parties, the Artist will promptly cure

the City's objections and shall notify City in writing of completion of the cure. The City shall promptly review the Artwork, and upon approval shall release the next payment installment pursuant to Section 4.2 herein if the Artist has completed all work required in order to receive that payment installment. If the Artist disputes the City's determination that the Artwork does not conform, the Artist shall promptly submit reasons in writing to City within ten (10) days of the City's prior notification to the contrary. The City shall make reasonable efforts to resolve the dispute with the Artist in good faith. However, final determination as to whether the Artist have complied with the terms of this Agreement shall remain with the City.

- 2.4.6 The Artist shall notify City in writing immediately once the Artwork has been completed.
- 2.4.7 City shall promptly notify the Artist of any delays at the Site impacting installation of the Artwork. The Artist shall be required to inspect documents outlining and describing the Site Plan prior to the transportation and delivery of the Artwork and shall notify the City of any adverse Site conditions that shall impact the completion of the Artwork that are in need of correction. The Artist shall be entitled to additional time to perform this Agreement due to delays caused by the City but shall not be entitled to additional compensation for such delays.

2.5 Changes to Design

- 2.5.1 Prior to the execution of any change in the approved Design, the Artist shall present proposed changes in writing to the City for further review and approval. The Artist must provide a detailed description of any significant changes in the artistic expression, design, dimensions, and materials of the Artwork that are not in substantial conformity with the already approved design. Such notice will also include a detailed description of any additional materials that may be required, any additional costs that may be incurred, or any additional time that may be needed to complete the mural. A significant change is any change that materially affects installation, scheduling, site preparation or maintenance.
- 2.5.2 If the City approves the changes, the City shall promptly notify the Artist in writing. If the City disapproves of the changes, City shall promptly notify the Artist in writing and the Artist shall continue to consult with the City regarding the fabrication of the Artwork in substantial conformity with the approved Design.

2.6 Approval and Acceptance

- 2.6.1 The Artist shall notify City in writing when the Services have been completed the mural in substantial conformity with the Design.
- 2.6.2 City shall promptly notify the Artist of its final acceptance of the Artwork within thirty (30) days after the Artist submitted written notice of completion. The effective date of final acceptance shall be the date City submits written notice to the

Artist of its final acceptance of the Artwork. The final acceptance shall be understood to mean that the City acknowledges completion of the Artwork in substantial conformity with the approved design, and that the City confirms that all Services as required of both Parties by this Agreement have been completed. Title to the Artwork passes to the City upon final acceptance by the City and final payment by the City to the Artist.

- 2.6.3 If the City disputes that all the Services have been performed, the City shall notify the Artist in writing of those services that the Artist has failed to perform within ten (10) days after the Artist submitted written notice of completion. The City shall make reasonable efforts to resolve the dispute with the Artist in good faith. However, final determination as to whether all Services have been performed shall remain with the City.
- 2.6.4 If the Artists dispute the City's determination that not all Services have been performed, the Artist shall submit reasons in writing to City within ten (10) days of the City's prior notification to the contrary. The City shall make reasonable efforts to resolve the dispute with the Artist in good faith. However, final determination as to whether all Services have been performed shall remain with the City.
- 2.6.5 Upon the resolution of any disputes that arise under this section, City shall notify the Artist of its final acceptance of the Artwork.

ARTICLE THREE Term and Termination

- 3.1 Term. This Agreement will be in effect for a five (5) year period from the Effective Date, or until terminated earlier as provided for herein.
- 3.2 Unilateral Termination. The City may unilaterally terminate the Agreement with or without cause at any time, such termination effective immediately upon written notice to the Artist as provided herein. In the event the City terminates this Agreement after City's issuance of the notice to proceed, the Artist shall be entitled to compensation for Services with the understanding that the final 15% of the contract price may be withheld unless 100% completion of the Artwork is provided by the Artist and is accepted by the City.
- 3.3 Termination by Mutual Consent. The Parties may terminate the Agreement by mutual consent upon such terms as they may agree in writing.
- 3.4 Time of Performance – Force Majeure. The Services shall be undertaken and completed as appropriate to carry out the purposes of this Agreement. Except as otherwise provided, neither the Artists nor the City shall be liable to the other for any delay in, or failure of performance of any requirement contained in this Agreement caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance in the exercise of reasonable diligence until after the causes of delay or failure have been removed. "Force majeure" includes those causes generally recognized under Texas law as constituting impossible conditions.

ARTICLE FOUR
Fees and Expenses

4.1 Fee. The Artist agrees to perform the Services contemplated hereunder for a total fee of _____ (\$_____). The City shall pay the Artist in accordance with the Payment Schedule described as follows.

4.2 Payment Schedule.

4.2.1 Within five (5) days of the Effective Date of this Agreement, City will pay to the Artist a total of _____ (\$_____), which represents 50% of the total Fee.

- 4.2.2 The City agrees to pay the Artists an additional _____ (\$_____), within ten (10) days of receipt by the City of an invoice from the Artists, which may be submitted any time after City's final acceptance of the Artwork.

ARTICLE FIVE Indemnification Provisions

The Artists agree to provide the following as a condition of the Agreement:

- 5.1 INDEMNITY. As a condition of this Agreement, the Artist or his insurer shall INDEMNIFY, DEFEND AND HOLD the City, its officers, agents and employees, HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSE,) INCLUDING BUT NOT LIMITED TO ALL JUDGMENTS, SETTLEMENT AMOUNTS, ATTORNEYS' FEES, COURT COSTS AND EXPENSES INCURRED IN THE INVESTIGATION, HANDLING, DEFENSE AND LITIGATION OF ANY CLAIM OR SUIT, INCLUDING BUT NOT LIMITED TO ANY CLAIM OR SUIT FOR ANY DAMAGE TO OR LOSS OF ANY PROPERTY, OR ANY ILLNESS, INJURY, PHYSICAL OR MENTAL IMPAIRMENT, LOSS OF SERVICES, OR DEATH TO ANY PERSON REGARDLESS OF THE MERITS OF OR OUTCOME OF SUCH CLAIM OR SUIT ARISING OUT OF OR RELATED TO THIS AGREEMENT. THIS INDEMNIFICATION PARAGRAPH SHALL APPLY EVEN WHERE SUCH BODILY OR PERSONAL INJURY, ILLNESS, LOSS OF SERVICES, PHYSICAL OR MENTAL IMPAIRMENT TO OR DEATH OF ANY PERSON, OR FOR DAMAGE OR DESTRUCTION TO ANY PROPERTY RESULTS FROM OR INVOLVES NEGLIGENCE OR ALLEGATIONS OF NEGLIGENCE ON THE PART OF THE CITY, ITS OFFICERS, AGENTS OR EMPLOYEES. Without modifying the conditions precedent for preserving defenses, asserting claims, or enforcing any legal liability, against the City as required by the City Charter or any law, the City shall promptly forward to the Artists every demand, notice, summons, or other process received by the City in any claim or legal proceeding contemplated herein. The Artists shall 1) investigate or cause the investigation of accidents or occurrences involving such injuries or damages; 2) negotiate or cause to be negotiated the claim as the Artists may deem expedient; and 3) defend or cause to be defended on behalf of the City all suits for damages even if groundless, false, or fraudulent, brought because of such injuries or damages. The Artists shall pay all judgments in actions defended by the Artists pursuant to this section along with all attorneys' fees and costs incurred by the City including interest accruing to the date of payment by the Artists, and premiums on any appeal bonds. The City, at its election shall have the right to participate in any such negotiations or legal proceedings to the extent of its interest. The City shall not be responsible for any loss of or damage to the Artists' property from any cause.

ARTICLE SIX Copyright

- 6.1 The issue of copyright shall be treated in accordance with applicable law and City

ordinances.

- 6.2 The City shall have absolute, unrestricted rights incidental to its full ownership of the final artistic work to alter, change, modify, destroy, remove, move, replace, transport, or transfer in whole or in part, the final artistic work when the City deems necessary within its discretion in order to exercise the City's powers and responsibilities in regard to public works and improvements, in furtherance of the City's operations or for any other good cause. The Artist may retain copyright and other intellectual property rights in and to the final design and the final artistic work itself. The Artist shall grant to the City a perpetual, irrevocable license to graphically depict or display the final artistic work for any non-commercial purpose whatsoever.
- 6.3 The City acknowledges that the Artists retain the copyright of the Artwork. The Artist will be responsible for registering with the United States Register of Copyrights, a copyright in the Artwork in the Artists' names, at the Artists' expense. The City shall not be responsible for the payment of any royalties to the Artists who created the Artwork, through any activities of the City or any third party.

ARTICLE SEVEN

General Administrative Provisions

- 7.1 Governmental Function. The Artist expressly agrees that, in all things relating to this Agreement, the City is performing a governmental function, as defined by the Texas Tort Claims Act. The Parties hereby agree that the City enters into this Agreement in its capacity as a governmental entity for the purpose of performing a governmental function.
- 7.2 City Not Obligated to Third Parties. The City shall not be obligated or liable hereunder to any person other than the Artist.
- 7.3 Waiver/Modification of Agreement. No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless provided as a written amendment hereto signed and approved as provided herein. No evidence of any waiver or modification shall be offered or received in evidence of any proceeding arising between the Parties out of or affecting this Agreement, or the rights or obligations of the Parties under this Agreement, unless such waiver or modification is in writing as hereinabove described. The Parties further agree that the provisions of this section cannot be waived.
- 7.4 Complete Agreement. This Agreement constitutes and expresses the entire agreement between the parties hereto in reference to the Services described herein, and in reference to any of the matters or things herein provided for, or hereinbefore discussed or mentioned in reference to such Services, all promises, representations and understanding relative thereto herein being merged.
- 7.5 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

- 7.6 Choice of Law. It is the intention of the Parties that this Agreement be construed in accordance with and under the laws of the State of Texas.
- 7.7 Venue. Venue shall be in the County of Williamson, Texas.
- 7.8 Compliance with Law. The Artist shall comply with all Federal, State, and local laws and ordinances applicable to the Services described herein.
- 7.9 Place of Performance. For the purposes of this contract the place of performance is the City of Taylor, County of Williamson, Texas.
- 7.10 Notice. Any notices required under this Agreement shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the City or the Artists at the following addresses:

CITY: City of Taylor ATTN:
City Manager
400 Porter
Taylor, TX 76574

CITY: City of Taylor ATTN:
City Attorney
P.O. Box 192
Taylor, TX 76574

ARTISTS:

Changes may be made to the names and addresses noted herein through timely written notice to the other party.

- 7.11 Successor and Assigns. This Agreement shall be binding on the City and the Artist, their successors, and assigns. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any principal or agent of the City.
- 7.12 Captions. The captions of this Agreement are for informational purposes only and shall in no way affect the substantive terms or conditions of this Agreement.
- 7.13 Warranty of Capacity to Execute Agreement. The people signing this Agreement on behalf of the parties warrants that he/she has the authority to do so and to bind the party for which he/she has authority to sign this Agreement and all the terms and conditions contained herein. Artist expressly warrants that she has the authority to perform the Services set forth in this Agreement.
- 7.14 Binding Effect. Each person signing below represents that he or she has read this Agreement in its entirety; understands its terms; and agrees on behalf of such party that such party will be bound by those terms.

IN WITNESS WHEREOF the parties hereto have executed this Agreement at Taylor, Texas effective as of the first date appearing heretofore.

SIGNED this _____ day of _____, 2022.

CITY OF TAYLOR:

Brian
LaBorde City
Manager

ARTIST:

APPROVED AS TO FORM:

Ted W. Hejl
City Attorney

EXHIBIT “A”

From: larabaker360@gmail.com

Date: August 30, 2022 at 6:53:33 PM CDT

To: Brian LaBorde <brian.laborde@taylortx.gov>, Brandt Rydell <brandt.rydell@taylortx.gov>

Subject: Fred Kerley Tribute

CAUTION: This email originated from outside of the City of Taylor. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Mr. LaBorde and Mayor Rydell:

I am writing you both to respectfully request the City's engagement; actively and financially, in moving forward with a tribute to Olympian and The Fastest Man in the World Fred Kerley.

There is an immense interest within and support of Taylor citizens celebrating "their hometown hero" as demonstrated on at least three social media community posts with combined comments close to 1,000 people. Recently, a small group of supporters casually met to brainstorm ideas on accomplishing some sort of recognition. As you may know, Mr. Kerley has a contract with Nike and his schedule of appearances are coordinated by Nike. His family members do not know when he will be back home in Taylor. As a result, a parade or event honoring him could be difficult to schedule.

We invited Adam Davenport, the local artist who had been commissioned for the Bill Pickett bronze statue to join our brainstorming. Mr. Davenport presented to the group a project he completed in Saginaw, TX where the City paid tribute to Angela Stanford, LPGA Champion with a mural on the town's water tank/tower. Mr. Davenport provided a photo of this mural and I have attached to this email. Mr. Davenport estimates a similar project taking up to three months, weather permitting. The cost of the project is dependent on the square footage and the image selected. Mr. Davenport was kind enough to mock up two images for consideration. Those images are attached to this email. Depending on which of the two attached images are selected the cost would be no more than \$50,000 plus the cost of equipment rental. The equipment rental for the Saginaw project was in the range of \$10,000 just to give you some frame of reference in your consideration.

With all of this in mind, we brainstormed and concluded a mural would be an incredible way to pay tribute to Mr. Kerley. We feel this is the most expeditious and feasible approach. The group believes this tribute would be a magnificent gesture by the City of Taylor for all citizens and visitors to celebrate always and forever.

Thank you in advance for your consideration and response. Please do not hesitate to contact me should you have any questions, comments or feedback. My cell number is 512-299-5526.

All the best,

Lara Baker

**please excuse any typographical errors I may have made while communicating on my phone device.







City Council Meeting October 13, 2022 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 13

Agenda Title: Receive presentation regarding draft legislative priorities for the upcoming state legislative session and consider adopting legislative priorities

Council Action to be taken: Receive presentation and adopt priorities.

Department Submitted: City Management

Staff Contact: Jeff Jenkins, Deputy City Manager

1. PURPOSE/DESCRIPTION

This item will provide an update on the City of Taylor's draft legislative priorities for the upcoming state legislative session.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

The upcoming state legislative session starts in January 2023. Staff has provided a draft legislative priority list for Council to consider as the City of Taylor's legislative priorities for the next session. The goal would be to adopt a final list of legislative priorities, which we can use to communicate with the legislators and other partners our priorities in the upcoming session.

The draft priorities include five main priorities:

- Maintain the current methods of issuing Municipal Debt- During the last session, state modified Certificate of Obligations for designated infrastructure: streets, roads, highways, sidewalks, parks, landfills, parking structures, airports, telecommunications, utility system, drainage, police stations, fire stations, and some other provisions. There is concern the state may further reduce the ability to issues COs.
- Municipal Utility District and Public Improvement Districts- Greater input and control from the cities on the creation of these type of districts. Currently, MUDs are attempting to develop in the Taylor tech corridor in various locations, which is counter to the area as a primary tech and job corridor.
- Renewal of 313 School Property Tax Limitation- The current 313 program will expire at the end of the year. Without this incentive program, it will be challenging to attract major employers versus other states.

- Local Bill on tax code for qualified new homeowners through Home program- Every year Taylor completes 3-4 new homes through TDHCA grant program. The new owners get hit with the new taxable value right off. It would be good if a minimum amount of time the amount could be reduced to help the owner.
- Support the Texas Municipal League legislative agenda- Typical the City of Taylor supports the legislative priorities of TML. These priorities are still be finalized by TML.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• Identify and solidifies legislative agenda for the next session • Could use to help guide our partners regarding our priorities	• Session could somewhat be playing defense regarding legislative issues

4. RECOMMENDATION

Receive presentation and consider adoption.

5. FUNDING SOURCE

NA

6. TIMELINE

Next session starts January 2023

7. OTHER OPTIONS (In order of preference)

N/A

8. ATTACHMENTS

13a. [PowerPoint](#)

13b. [Draft Legislative priorities list](#)

Receive presentation regarding draft legislative priorities for the upcoming state legislative session and consider adopting legislative priorities

10/13/2022 City Council meeting



Next legislative session

- Starts January 2023
- Staff created a draft list of 5 legislative priorities
- Council should review, make any changes, and adopts priorities
- Adopted priorities help with discussions with legislature and partners



Legislative priorities

- **Maintain the current methods of issuing Municipal Debt-** During the last session, state allowed for Certificate of Obligation for designated infrastructure: streets, roads, highways, sidewalks, parks, landfills, parking structures, airports, telecommunications, utility system, drainage, police stations, fire stations, and some other provisions. Concern the state may further reduce the ability to issues debt/COs. Need to maintain the ability to issue COs in our current methods.



Legislative priorities cont.

- **Municipal Utility District and Public Improvement Districts-** Greater input and control from the cities on the creation of districts. Currently, MUDs are attempting to develop in the Taylor tech corridor in various locations, which is counter to the area as a primary tech and job corridor.
- **Renewal of 313 School Property Tax Limitation-** The current 313 program will expire at the end of the year. Without this incentive program, it will be challenging to attract major employers versus other states.



Legislative priorities final page

- **Local bill on tax code for qualified new homeowners through Home program-**Every year Taylor completes 3-4 new homes through TDHCA grant program. The new owners get hit with the new taxable value right off. It would be good if a minimum amount of time the amount could be reduced to help the owners.
- **Support the Texas Municipal League legislative agenda-** Typical the City of Taylor supports the legislative priorities of TML. These priorities are still be finalized by TML.



Questions





DRAFT CITY OF TAYLOR LEGISLATIVE PRIORITIES 2022-23

- **Maintain the current methods for issuing Municipal Debt**
 - During recent session, HB 1869 passed, and it made modifications to the ability for cities to issue Certificates of Obligation. Texas is a growing state and entities need the ability to issue debt to meet some of the needs of the residents and to support the strong business environment.
 - City of Taylor supports preserving the current debt issuance process/methods without additional legislative changes or requirements. Taylor has a major need to complete new infrastructure projects to keep up with the growth and to allow for the replacement of older infrastructure
- **Make changes to how MUDs/PIDs special districts are created through TCEQ during sunset review. Protect Taylor Tech Corridor through a local bill and/or Williamson County bill.**
 - Every year there are a vast number of Municipal Utility Districts and Public Improvement District created with little to no analysis regarding the impact to surrounding cities, rural areas, and the county they were created within. The City of Taylor encourages state leaders to review the TCEQ process creating these districts. Compel them to define and enforce regionalism in the rules as it relates to the construction and operation of wastewater treatment facilities.
 - A local bill for Taylor or Williamson County needs to be adopted to allow more input and authority over the creation process of MUDs and PIDs, which can help protect areas identified for major economic development prospects from incompatible development.
- **Consider renewal of the Chapter 313 School Property Tax Limitation**
 - The program expired at the end of 2022. For Taylor, this program was one of the major components, which allowed us to land the largest foreign investment in Texas history from Samsung. The City of Taylor would encourage the legislature to review renewing the program, Chapter 313 has made a difference recruiting major employers to our great state.
 - Without the renewal major economic projects will look to other states
- **Local Bill on Tax Code Proposal for qualified new homeowners through HOME Grant Program**
 - Taylor has been highly successful with the HOME Grant program and regularly completes 3-4 homes per year through this TDHCA program. To make it easier on the new homeowners, Taylor recommends that homeowners' homestead cap remain on the preconstruction value of the home at a minimum for some allotted amount of time to prevent these low-income families from receiving a large property tax increase upon the completion of their new home
- **Support Texas Municipal Leagues Legislative Agenda**



City Council Meeting October 13, 2022 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 14
Agenda Title: Receive and consider possible action on the proposed amendments to the TIF #1 Downtown Project and Financing Plan by the TIF Board

Council Action to be taken: Consider proposed amendments

Department Submitted: Community Development – Main Street

Staff Contact: Jan Harris, Main Street Manager

1. PURPOSE/DESCRIPTION

The TIF Board requests that the City Council accept the proposed amendments to the TIF #1 Downtown Project and Financing Plan. These amendments will enhance the level of service the Main Street Program will be able to provide to existing and future stakeholders including business and property owners in the downtown district.

The Tax Increment Financing Board #1 met on September 21, 2022 to consider proposed amendments to the existing TIF #1 Downtown Project and Financing Plan. The Board proposed three amendments which would enable the Project and Financing Plan to be more supportive of the current and anticipated developmental and economic climate in downtown Taylor.

The TIF Board recommends that the City Council amend the TIF Project and Financing Plan to include the following into its scope of use of TIF funding for TIF Zone #1:

- (1) Targeted Economic Development Assistance;
- (2) Personnel;
- (3) Third-Party Contracts.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

1. Targeted Economic Development Assistance: The current Downtown Project and Financing Plan earmarks Economic Development Assistance of \$700,000. Staff recommended that with the increase in appraisals, that the TIF #1 Board consider CH 380 property tax rebates to downtown business prospects for rental assistance not to exceed -5 years for eateries, retail service, taverns and so forth and only for the

ground floor. Also, staff recommended considering an increase in grants for upfront costs for rental assistance; possibly working with EDC on such assistance.

2. **Personnel:** The current Downtown Project and Financing Plan does not include expenditures for personnel additions such as a Special Events Coordinator to increase the time and effort the Main Street Manager can spend working with existing and future business and property owners or an additional police officer for downtown patrol. Staff recommended allowing for such expenditure and the flexibility for the Board to make such expenditures if deemed necessary. This could entail either budgeting in perpetuity or a phased in approach.
3. **Third-Party Contracts:** The current Downtown Project and Financing Plan does not include expenditures for ongoing maintenance and operations such as a third-party contract for street sweeping, and the like. This may be considered if the Board would like services above and beyond the frequency the City provides. Staff recommended allowing such an expenditure if the amendment was approved.

The current TIF #1 Downtown Project and Financing Plan was last amended in 2006 by the Taylor City Council.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
- Increasing the types of projects enabled under the TIF #1 Downtown Project and Financing Plan will enable more flexibility on behalf of the Main Street Board to meet the increasing number of developmental changes incurred by the downtown district as Taylor continues to grow. - The Main Street Program revolves around Economic Development through Historic Preservation. Increasing the number of tools available to current and potential business ventures in the downtown district will enable the City of Taylor and the Main Street Program to remain competitive when recruiting new niche businesses to downtown.	There is no known cons.

4. RECOMMENDATION

Staff recommends that Council accept these proposed amendments to the TIF #1 Downtown Project and Financing Plan, and that Council take steps to amend the current plan.

5. FUNDING SOURCE

The funds for the implementation of future actions or projects under these proposed amendments will be funded through the tax funds generated by the TIRZ #1.

6. TIMELINE

N/A

7. OTHER OPTIONS (In order of preference)

N/A

8. ATTACHMENTS

- 14a. [TIF #1 Project and Financing Plan 20 Nov 13 Draft](#)
- 14b. [TIRZ #1 Presentation 8/17/22](#)
- 14c. [TIF #1 Board Meeting Minutes – 9/21/22](#)

Contents

Section 1 What is Tax Increment Financing ?

History and trends in the Downtown Area

Section 2 The Zone

Vision

Purpose of the Zone

Description of the Zone and Map

Statements of Compliance with Section 311.011 of the Texas Tax
Increment Financing Act.

Section 3 Financial Information

Exhibits

Exhibit A – Example of Real Property Tax Revenue with Tax Increment Financing

Exhibit B - Map of Tax Increment Reinvestment Zone #1

Exhibit C – Existing Land Use Conditions in the District

Exhibit D – Existing Zoning within the District

Exhibit E – Future Land use Map of the District

Exhibit F – Revenue Projections to the TIF Fund Details

Exhibit G – Revenue Summary Projections to the TIF Fund based on Participating
Taxing Units

Exhibit H – TIF #1 Project Plan and Estimated Costs

Section 1

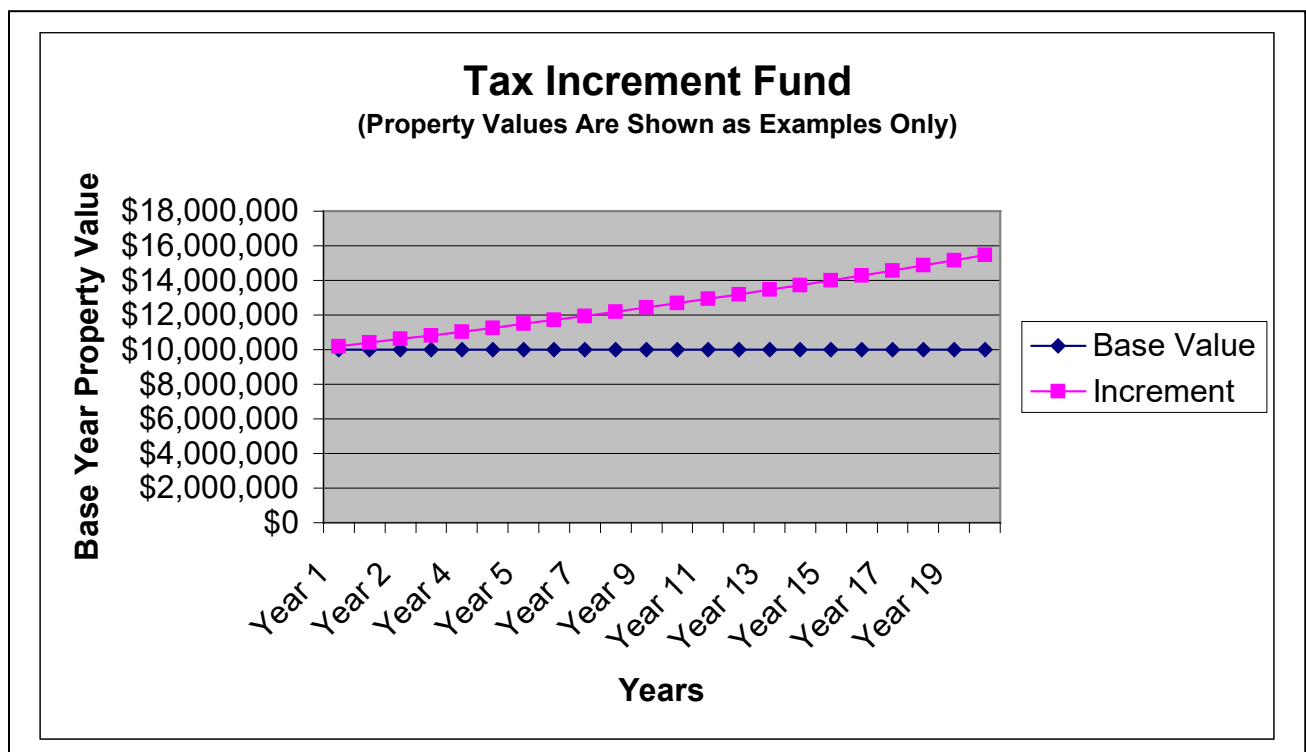
What is Tax Increment Financing?

Tax Increment Financing (TIF) is a tool to finance public improvements within a defined geographic area. The improvements should enhance the environment and attract new investment. The statutes governing tax increment financing are in Chapter 311 of the Texas tax Code.

A municipality makes an area eligible for tax increment financing by designating a “reinvestment zone,” also know as a “tax increment reinvestment zone” or “TIF zone.” Costs of selected public improvements within the reinvestment zone may be paid by current or future tax revenues flowing from redeveloped or depreciated real properties in the zone. The additional tax dollars generated by growth of real property value in the Zone are referred to as the “tax increment.” These dollars flow to a tax increment fund for a specified period of years. Money flowing to the fund each year is disbursed according to a plan and agreements approved by the TIF Board as set by the ordinance designating the zone.

Exhibit A shows how tax revenues from real properties in a reinvestment zone flow to taxing jurisdictions and a tax increment fund. Exhibit A assumes real property values in the zone rise after the zone’s designation.

Exhibit A
Real Property Tax Revenue with Tax Increment Financing



Only cities can create reinvestment zones to tax increment financing. Once created, school districts, counties, hospital districts, and college districts may participate, usually as provided in a participation agreement. Each taxing unit may chose to dedicate to the fund all, a portion, or none of the additional tax revenue attributable to increased real property in the zone.

Inclusion of a property in a reinvestment zone does not change the tax rates for the property. Tax rates in a reinvestment zone are the same as tax rates outside the reinvestment zone, with the same set of taxing jurisdictions.

This Tax Increment Reinvestment Zone is the first such zone that the city of Taylor has considered to encourage reinvestment and economic development.

History and Trends in the Downtown Area

Taylor's history reaches back to the early 1700's. By 1746, a mission had been established on the San Gabriel River. This and several other missions lasted until 1756 when drought, mismanagement, disease, and Apache attacks caused their removal.

In 1876, the International and Great Northern Railroad (I+GN) reached the present location of Taylor, then known as Taylorville, named after Edward Moses Taylor. Mr. Taylor was an official and part owner of the I+GN.

By 1878, Taylor has over 1,000 residents, four hotels, many private boarding houses, three lumber yards, two drug stores, a livery stable, two saddlery shops, two blacksmith shops, one hardware store, ten general merchandise stores, and many other small businesses. There were representative churches of almost all major Christian denominations.

Between May of 1878 and February 1879 the several businesses in the downtown area burned, claiming many of the major institutions in the City.

In 1882, the Missouri, Kansas and Texas rail line was extended to Taylor. Since Taylor was the terminus of the Katy, and crews of both lines were changed here, Taylor became the headquarters and home of many railroad men.

In 1887, Taylorville became officially known as Taylor, following its formal incorporation in 1882.

As mentioned above, Taylor's population was approximately 1,000 in 1878. In 1890, the population was estimated to be at approximately 2,584. Below is a graph of the population trends since 1950, as recorded by the US Census Bureau.

		% Change
1950	9,071	
1960	9,434	4.00%
1970	9,616	1.93%
1980	10,619	10.43%
1990	11,472	8.03%
2000	13,575	18.33%

In 1999, the city of Taylor reinstated the Taylor Main Street Program. The purpose of the Main Street program is to encourage the revitalization of downtowns. In other words, the goal of the program is to encourage economic development in the context of historic preservation.

The city of Taylor has evolved from being the economic center of Williamson County to a suburb of what have become larger urbanized areas such as Austin, Round Rock, Georgetown, etc. In addition, with the advent of the automobile, relatively inexpensive fuel prices, and the emergence of urban and suburban sprawl, the downtown area has in the last three to four decades experienced a trend of disinvestments. Today, approximately 70 percent of Taylor's workforce commutes to jobs outside of Taylor. To highlight the trend of disinvestment in the downtown area: in the last five years over \$36 million of new capital investment was made in the city, of which only \$2.2 was made in the downtown area.

Section 2

The Zone

Vision

The vision for the Taylor Downtown area is one that sees significant private investment, improved public infrastructure, and a changed perception by the general public that investing in the downtown area is a profitable venture.

Purpose of the Zone

Conditions contributing to the creation of the zone include disinvestments due to a large number of blighted, abandoned, and functionally obsolete buildings, poor drainage, sub-standard and defective streets, sidewalks, and parking conditions, many small lots with diverse ownership, making site acquisition for redevelopment difficult and time consuming, contaminated property, large number of lots with code violations such as tall grass and trash, the perception that the area will continue to decline in value and in opportunities for investment and commerce.

Alternately, the downtown area is home to numerous governmental, business, and religious institutions. City hall, the Taylor Economic Development Corporation, the US Post Office, the County health clinic, County offices, two major banks, many small businesses, Temple College at Taylor, the recently restored Howard Theatre, the annual Bloomin' Festival, Heritage Park, many residents and residential structures, many of which are recognized historical buildings, the "Old Bank Building", and the "Cotton Seed" building both of which are currently on the National Register of Historic Places. The City also received a "streetscaping" grant from the Texas Department of Transportation (TEA – 21) to improve sidewalks, provide landscaping, and install light standards in a 5 block downtown area.

In addition, the City completed a retail market analysis in 2004. This study revealed that a significant amount of disposable income in the City's trade area could potentially be spent in the downtown area. The table below illustrates the retail trade potential for the downtown area:

Food at Home	\$55,492,164
Food Away from Home	\$50,676,816
Alcoholic Beverages	\$18,306,832
Smoking Products and Supplies	\$8,184,730
Personal Care Products and Services	\$9,107,547
Day Care	\$3,631,850
Household Furnishings and Services	\$66,328,093
Housing Expenses	\$9,146,867
Apparel	\$48,013,149

Sports and Recreation	\$14,160,226
Miscellaneous	\$28,968,431
Education	\$11,125,064
Automotive	\$94,123,107
Health Care	\$36,722,071
Total	\$453,986,947

The addition of the tax increment will provide another source of funding to address the challenges in the downtown area. This economic development tool will also play a role in the attraction of private investment in the area in addition to the other incentives provided by the City and the County.

Description of the Zone and Map

Exhibit B is a map of Tax Increment Reinvestment Zone #1.

Where zone boundaries follow streets, the boundaries extend to the far sides of the public right-of-way, measured from the center of the zone. Inclusion of the rights-of-way allows potential use of funds for improvements in those rights-of-way.

Description of the Existing Uses

The zone consists of approximately 128 acres. The 2004 taxable value of the zone was approximately \$23,653,239. This represents approximately 4.23% of the total city's taxable value.

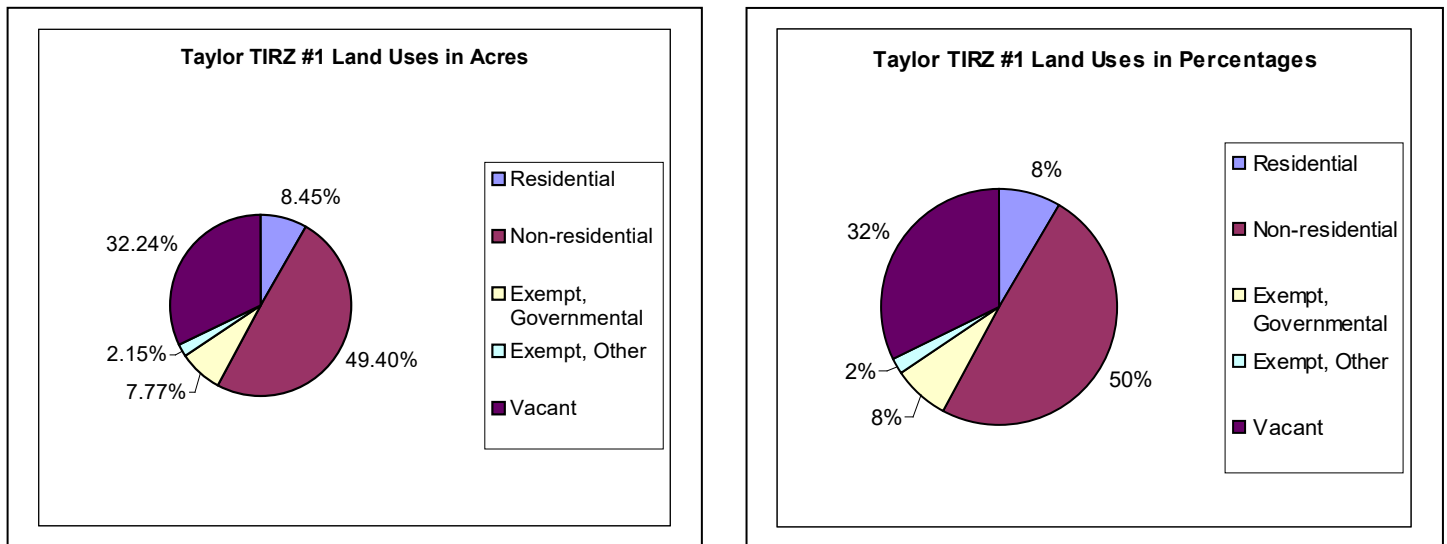
	Acres	Percentage
Residential	10.79	8.45%
Non-residential	63.07	49.40%
Exempt, Governmental	9.92	7.77%
Exempt, Other	2.74	2.15%
Vacant	41.16	32.24%
Total	127.68	100.00%

Boundaries are drawn with the intent to:

1. Address the issues identified in the city's Economic Development chapter of the Comprehensive Plan
2. Address the issues identified in the Main Street Program's Strategic Plan
3. Limit the percentage of land area currently used for residential purposes to a percentage less than 10 percent, according to the requirements of Chapter 311 of the Texas Tax Code.
4. Includes sites in and near Downtown with good potential for development and use of the tax increment financing tool during the term of the zone

5. Maintain contiguity, as required by the law
6. Limit the percentage of the taxable value of real property of the zone to no more than 15 percent of the appraised real value of the City, according to the requirements of Chapter 311 of the Texas Tax Code.

The following graphs provide a general profile of the zone.



Compliance Statement

Below are responses to the specific requirements of Section 311.011 of the Texas Tax Increment Financing Act.

Section 311.011 (b) (1). The following Exhibits will “show a description and map showing uses and conditions of real property (Exhibit C – Existing Land Uses; Exhibit D – Existing Zoning Map) in the zone and proposed uses of the property (Exhibit E – Future Land Use Plan).”

Section 311.011 (b) (2). The Project Plan must include: “proposed changes of zoning ordinances, the master plan of the municipality, building codes, other municipal ordinances, and subdivision rules and regulations, if any, of the county, if applicable.”

There are no changes proposed to the Taylor Zoning Ordinance, the Taylor Master Plan, Building Codes, or the Taylor Subdivision Codes in order to implement the District.

Section 311.011 (b) (3). The Project Plan must include: a list of estimated non-project costs.” There will no non-project costs incurred by the District.

Section 311.011 (b) (4). The Project Plan must include: “a statement of a method of relocating persons to be displaced, if any, as a result of implementing the Plan.”

The Plan does not anticipate that any person will be displaced due to the implementation of the Plan.

311.011 (c). The reinvestment financing plan must include:

(1) a detailed list describing the estimated project costs of the zone, including administrative expenses;

The TIF District may provide grants for:

Including but not limited to; asbestos surveys and remediation, building rehabilitation, facade improvements, signage repair, demolition, acquisition of property, building construction and replacement, safety improvements, landscaping, and general economic and community development assistance or incentives, including local matches for grants, etc.

There will be no administrative cost incurred by the District

See also Exhibit H – Project Plan and Estimated Costs

(2) a statement listing the proposed kind, number, and location of all public works or public improvements to be financed in the zone;

The TIF District may provide funding for, but not limited to the following possible expenditures: the provision of sidewalks, drainage improvements, water and sewer line extensions, repair or replacements, and street improvements; beautification projects such as but limited to landscaping, benches, public art, street lighting, etc.; local matches for grant application including but not limited to public building construction or rehabilitation, transportation enhancements, and other grants that are reasonably expected to accomplish the downtown goals, etc.

See also Exhibit H – Project Plan and Estimated Costs

(3) a finding that the plan is economically feasible and economic feasibility study;

Refer to Exhibits F and G.

(4) the estimated amount of bonded indebtedness to be incurred;

There may be debt issued by the District.

(5) the estimated time when related costs or monetary obligations are to be incurred;

Not applicable

(6) a description of the methods of financing all estimated project costs and the expected sources of revenue to finance or pay project costs, including the percentage of tax increment to be derived from the property taxes of each taxing unit anticipated to contribute tax increment to the zone that levies taxes on real property in the zone;

All revenues will be generated by the City of Taylor's tax increment and Williamson County's tax increment from which the project costs will be paid. See also Exhibits F and G that illustrate the projected revenues from all taxing entities that contribute to the tax increment fund.

(7) the current and total appraised value in the zone;

See Exhibit G-1 and G-2 for total appraised values in the District.

(8) the estimated captured appraised value of the zone during each year of its existence;

See Exhibit G-1 and G-2 for the projected captured appraised value of the zone during each year of the District's existence.

(9) the duration of the zone.

The duration of the District is 25 years.

Section 3

Financial Information

The ability of the tax increment fund to promote development in the Downtown area depends largely on the volume of cash flow to the fund. The attached spreadsheets (Exhibit F) illustrate the projected revenue to the fund based on different growth scenarios.

The recommended base year is 2005. The current taxable value in the zone for 2004 was \$23,653,239.

Exhibit G summarizes the projected revenue to the TIF Fund based on the participation of the City, County, and the School District.

Tax Year	TIF #1 Taxable	
	Values	Percent Change
2000	\$21,486,248	
2001	\$23,118,142	7.60%
2002	\$23,684,428	2.45%
2003	\$23,650,430	-0.14%
2004	\$23,653,239	0.01%

Exhibit H – Taylor TIF #1 Project Plan and Estimated Costs

	Estimated Cost
Infrastructure Improvements Including but not limited to: Sidewalks, drainage improvements, water line replacement and installation, sanitary sewer line upgrades and installation, street repair or replacement.	\$1,450,000
Beautification Including but not limited to: landscaping, benches, public art, street lighting, and sidewalks.	\$500,000
Local Match for Grants	\$350,000
Including but not limited to grants that are reasonably believed to accomplish the downtown goals, etc.	
Local Grants Including but not limited to: Asbestos surveys and remediation, building rehabilitation, façade improvements, signage repair, demolition, acquisition of property, building construction and replacement, safety improvements, landscaping, etc.	\$500,000
Economic Development Assistance	\$700,000
Including but not limited to residential development, purchase of private land (land write-downs and parking), etc	
Estimated Total	\$3,500,000

TIRZ/TIF #1

FY 2023 BUDDGET UPDATE

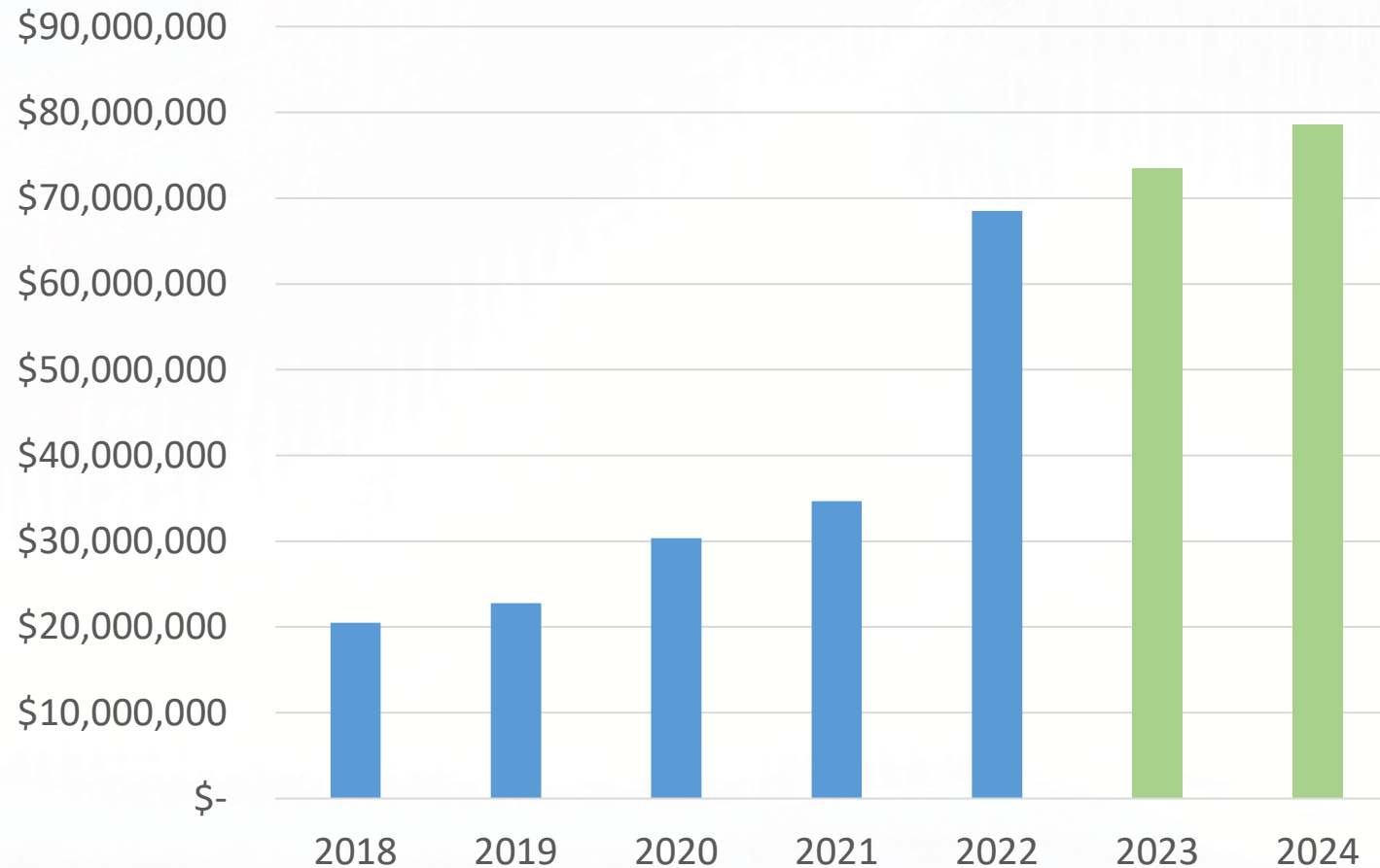
TIF CORRECTION - 2019

- Williamson County contacted City regarding previous years' TIF payments
- County was concerned that TIF payments were incorrectly calculated
- Re-examination of previous payments determined that payment amount included payments on captured Personal Property and Real Property
- Chapter 311 of Texas Tax Code and Ordinance 2005-9 only allow the capture on real property, not personal property
- Calculation error resulted on overpayment of \$120,755 from County and \$196,979 from City of Taylor

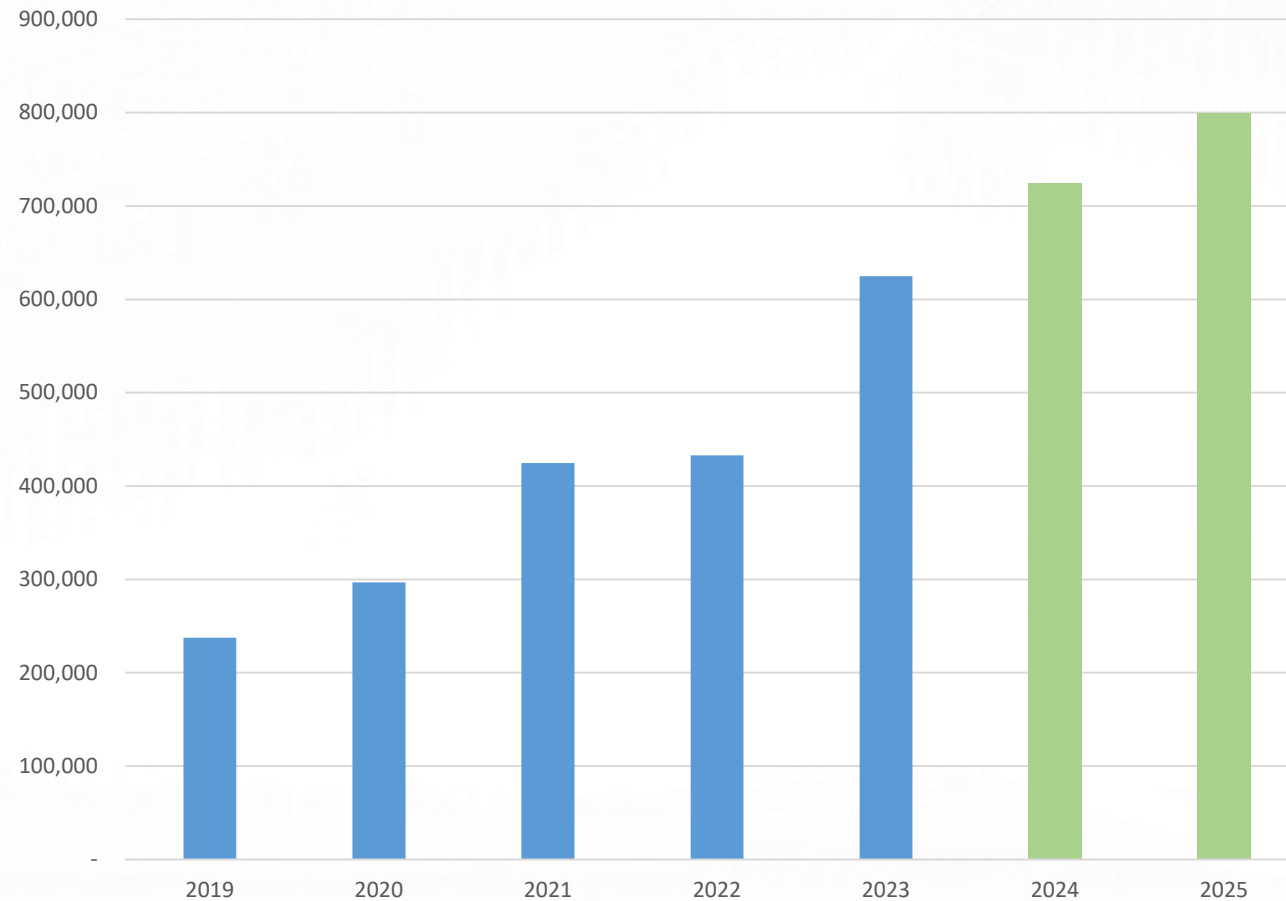
TIF CORRECTION

- City and County have agreed to allow repayment over an extended period
- County will be repaid over 8 years (4 years completed)
- City will be repaid over 10 years (3 years completed)
- Repayments will have a negative impact on TIF revenues
- Future captured tax payments to TIF were adjusted lower as a result of the corrected calculation methodology
- Reduced tax payments to TIF and debt service requirements of the TIF has resulted in significant fund balance depletion

CAPTURED VALUE OF TIRZ #1



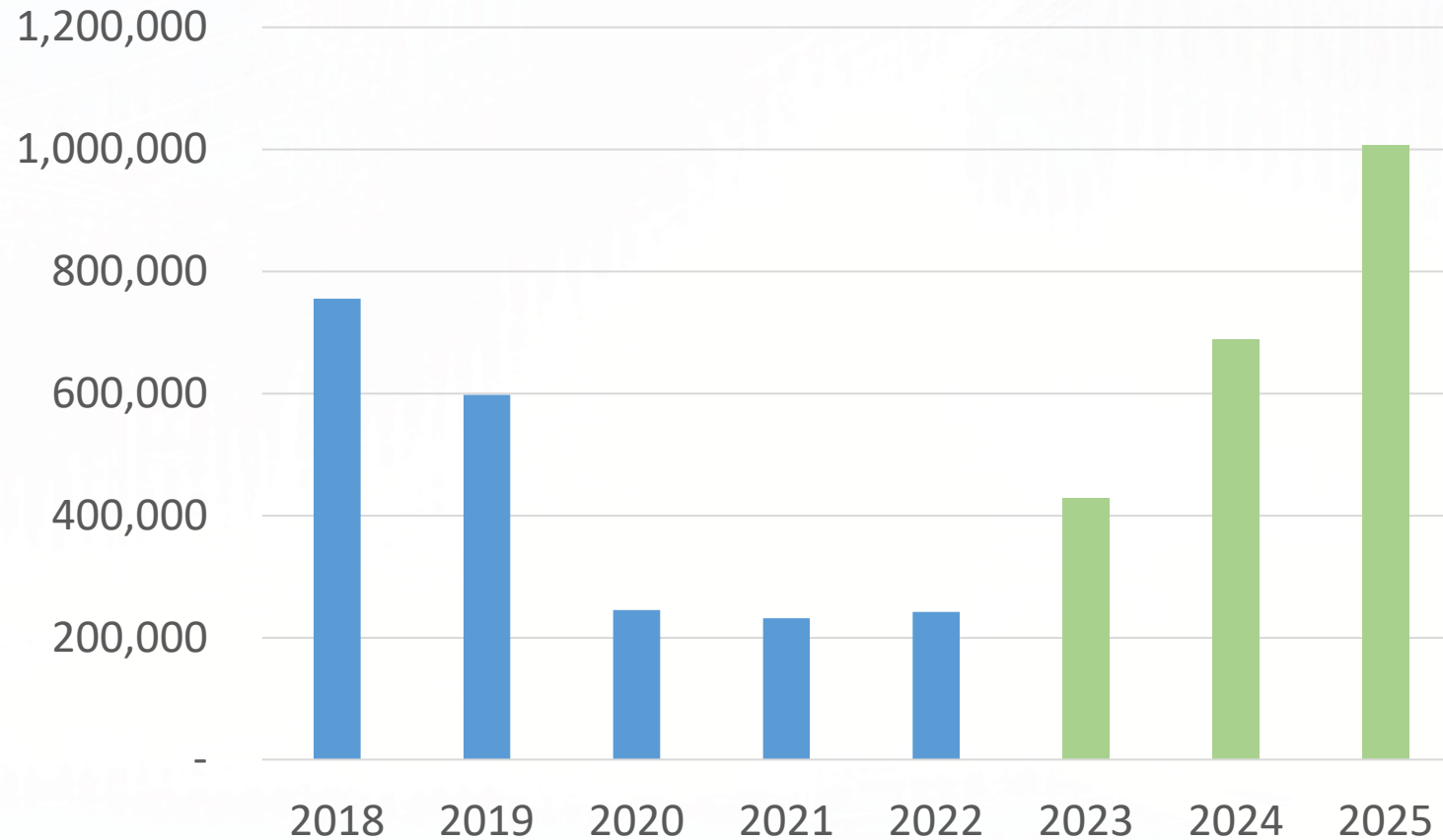
TIRZ #1 PROPERTY TAX REVENUES



2022-23 TIF BUDGET

- Total TIF revenues are estimated at \$625,500
- Repayment reductions are \$38,176
- Debt Service costs are \$341,700
- Fire Suppression Grants budget is \$25,000
- Façade Grants budget is \$30,000 (previous years were reduced)
- Personnel costs as a grant match have been added for downtown patrol officer \$19,600
- Total TIF expenditures is \$439,382
- Revenues exceed expenditures by \$186,118

TIF FUND BALANCE SUMMARY



MINUTES

Tax Increment Financing (TIF) Board

5:00 pm, September 21, 2022

City Hall, 400 Porter, Taylor TX

MEMBERS PRESENT: Ed Komandosky (WilCo); Erwin Stauffer (MSAB); John McRae (MSAB); Curie Humphreys (MSAB); Doug Moss, Chairman (MSAB); Jeff Snyder (MSAB); Ruth Rivera (MSAB), and Ashley Doss (MSAB)

MEMBERS ABSENT: Jina Self (TISD)

CITY STAFF PRESENT: Chief Henry Fluck, Taylor Police Department; Brian LaBorde, City Manager; Jeff Wood, Finance Director; Tom Yantis, Assistant City Manager; and Jan Harris, Main Street Manager

OTHERS PRESENT: None

I. CALL TO ORDER AND DECLARE A QUORUM: Chairman Doug Moss called the meeting to order and declared a quorum present at 5:00 pm on September 21, 2022.

II. PUBLIC COMMENT: There were no public comments.

III. CONSENT AGENDA

A. Approve the Minutes from the TIF Meeting for August 17, 2022: Chairman Doug Moss asked for a motion to approve the minutes.

MOTION: To approve the August 17, 2022 TIF Board meeting minutes as presented. E STAUFFER / R RIVERA / UNANIMOUS

IV. REGULAR AGENDA – REVIEW/DISCUSS & CONSIDER ACTION

A. Discuss proposed FY 2022-23 TIF Budget and proposed amendments to the Project and Financing Plan: The TIF Fund Balance is anticipated to increase significantly over the next few years. City Staff encouraged the Board to review the current Project Plan for TIF #1 and to consider recommending to Council the inclusion of additional projects for the TIF revenue.

Police Chief Henry Fluck presented the Board with the option of hiring a TPD Officer who would be dedicated to the Downtown District using the additional TIF revenue. He provided a power point presentation regarding the types of calls and security checks within the district for 2021-to present. Chief Fluck noted that the majority of calls were between noon and 10 pm. He pointed out that it takes 4 new officers to equal one new 24-hour position and if the TIF Board & Council approved this officer, this person would work 4 10-hour shifts Wednesday-Saturday for ¼ of the new proposed position. The Chief also presented a document showing the total cost for FY 22-23 of \$97,452 for the officer including all gear and training pending the position's approval.

Another option for the additional funds available in the TIF Fund is to hire a Special Events Coordinator to assist the Main Street Manager. This was one of the 3 major goals presented by Chairman Doug Moss to the City Council earlier this year.

There were three items that City Staff wanted the TIF board to consider:

- (1) Staff encouraged the TIF Board to consider CH 380 property tax rebates to downtown business prospects for rental assistance not to exceed -5 years for

eateries, retail services, taverns, etc. and only for the ground floor. Staff further recommended that the TIF Board consider increasing the grants for upfront costs for rental assistance possibly working with the EDC on such projects.

- (2) Amending the TIF Project Plan to include expenditures for personnel additions which could be budgeted in perpetuity or budgeted in a phased in approach.
- (3) Amending the Project Plan to include expenditures for ongoing maintenance and operations such as third-party contracts for street sweeping, etc.

MOTION: The TIF Board recommends that the City Council amend the TIF Project and Financing Plan to include the following:

- (1) Targeted Economic Development Assistance;
- (2) Personnel;
- (3) Third-Party Contracts; and

into the scope for use of TIF funding for TIF Zone #1. C HUMPHREYS / J SNYDER / UNANIMOUS

B. Discuss Items for Upcoming Agendas: The next agenda to include a discussion of priorities for the expenditure of TIF revenue under New Business.

V. **ADJOURN:** There being no additional business before the TIF Board, Chairman Moss asked for a motion to adjourn.

MOTION: A motion to adjourn the September 21, 2022 TIF board meeting was made at 6:10 pm. E STAUFFER / R RIVERA / UNANIMOUS

Respectfully Submitted,

Jan Harris, CMSM; Main Street Manager

Date



City Council Meeting October 13, 2022 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 15
Agenda Title: **Discuss Council Compensation and provide staff direction regarding how to proceed with compensation**

Council Action to be taken: Provide staff direction on next steps

Department Submitted: City Management

Staff Contact: Jeff Jenkins, Deputy City Manager

1. PURPOSE/DESCRIPTION

Discuss Council compensation and options to review and make possible modifications to the City Council's compensation.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

During the recent City Council retreat, Council compensation was mentioned as an item to bring back and further discuss at a later date. Interest with reviewing has continued, therefore, staff is bringing this to Council to discuss and consider options to make possible modifications.

The current compensation for Council is \$25 a month and paid to members every six months. The compensation currently was adopted by a motion and vote at the August 29, 2006 Council meeting.

Altogether the time commitment and involvement in general has increased in the past 5 years, therefore, City Council could consider reviewing whether they want to modify compensation.

Three possible methods have been identified on how to proceed and each have varied timeframe commitments to get them completed.

- Survey Compensation Cities- When we conduct employee compensation studies, we survey a set number of cities each time and then develop a median pay and range of pay. We could do this but survey the cities we typically use for the employee compensation and as another example also use the Georgetown 2021 Council survey to provide Council multiple options for pay average and ranges.

Then Council could select one of those options as the new compensation for Council moving forward.

- Subcommittee- Create a subcommittee by Council appointment or use board chairs to review either a custom survey similar to how we do the employee surveys or the Georgetown survey to make a recommendation. Council would review the recommendation and possible adopt recommendation.
- Review Georgetown 2021 Survey- Council review Georgetown survey and make a selection on the rate.

If Council decides to modify the compensation for Council, this will require a budget amendment at a later date.

3. PROS and CONS

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

4. RECOMMENDATION

Staff requests City Council provide direction on whether to move forward with modifying compensation, and if so, which option above to utilize for the next steps.

5. FUNDING SOURCE

General Fund

6. TIMELINE

Varies depending on option selected to proceed with using.

7. OTHER OPTIONS (In order of preference)

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

8. ATTACHMENTS

15a. [Power point presentation](#)

15b. [Georgetown Survey](#)

15c. [2006 minutes adopting Council Compensation](#)

Council Compensation

09/08/2022 City Council meeting



Update and Current Status

- Discussed briefly at retreat
- Current compensation is \$25 a month
- Council needs to provide direction on how to proceed
- Have several potential options



Options

- **Survey Organizational Compensation Cities and adopt median range-** HR survey cities and develop several median options
 - Likely 1-2 month, back to Council to make final decision
- **Create small subcommittee to review survey and make recommendation-** Committee could be new appointments or board chairs.
 - Longer process 2-4 months estimate with along with appointments
- **Council Survey review-** Review survey
 - review at next meeting and approve a comp rate
 - Short time frame
- **Council adopt an amount**



Next Steps

- Decide which method to use
- Complete the selected process
- Council adopt
- Budget can be amended retroactively to make increases effective October 1st



Questions



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

The City Council of the City of Taylor met on August 29, 2006, at City Hall, 400 Porter St., Taylor, Texas. Mayor Bernabe Gonzales declared a quorum and called the meeting to order at 6:00 p.m. with the following present:

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

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

INVOCATION

Council Member Hortenstine led the group in prayer.

PLEDGE OF ALLEGIANCE

CITIZENS COMMUNICATION

No citizens came forward during this time.

REGULAR AGENDA – REVIEW/DISCUSS & CONSIDER/ACTION:

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

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

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

TAX RATE COMPARISON

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

*2006-07 Average Homestead Value per WCAD

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

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

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

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

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

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

No new information was discussed regarding this item.

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

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

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

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

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

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

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

ADJOURN

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

Bernabe Gonzales, Mayor

ATTEST:

Susan Brock, City Clerk



City Council Meeting October 13, 2022 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 16
Agenda Title: Discuss and direction to staff on city sidewalk removal policy

Council Action to be taken: Provide Staff Direction

Department Submitted: Public Works

Staff Contact: Jim Gray, Director

1. PURPOSE/DESCRIPTION

Discuss and provide staff direction regarding our current sidewalk policy.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

The City of Taylor established a voluntary sidewalk removal program. Currently, the City has held residents responsible for the maintenance of the sidewalk on their property. The City established this policy sometime in the past. We have looked at other Cities and have found two other Cities that the residents are responsible for maintenance and three Cities where the City is responsible. Both Cities that hold residents responsible have that in their ordinances.

The residents who did not feel they could replace damaged sidewalk on their property were given an opportunity to remove the sidewalk on a case-by-case basis. The City would remove the sidewalk with the authority of a Sidewalk Removal Agreement. This agreement allows the City to remove sidewalk on private property. Further, the City only uses the equipment to remove the sidewalk. We do not do any other work on the property. This program does not require the homeowner to replace the sidewalk.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• The program relieves the resident of the obligation to replace sidewalk on their property. • Many residents are concerned heaving and damaged sidewalk on their property could cause someone to trip resulting in liability to the homeowner. • The removal program allows the City to help these residents. • Takes the problem sidewalk out of the system. • Look into other community's best practices.	• Expense to City to remove the sidewalk. • The problem taking individual sidewalk out leaving a gap in the sidewalk in one block. • Many blocks have damaged sidewalk that the homeowner does not want removed. • Lack of a Sidewalk Master Plan. • Expense to replace failing sidewalk throughout the City. • Currently we focus on new development sidewalk and not addressing older failed sidewalk. • Budget to replace damaged sidewalk.

4. RECOMMENDATION

Staff would like direction from Council regarding this issue.

5. FUNDING SOURCE

General Fund Revenues

6. TIMELINE

Sidewalk removal policy started sometime in the past.

7. OTHER OPTIONS (In order of preference)

- Continue the present policy.
- Discontinue the existing removal policy.
- Change to the City managing all sidewalk.
- Remove the existing removal policy and allow/require homeowners to replace existing damaged sidewalk by Ordinance.

8. ATTACHMENTS

16a. [Sidewalk Removal Agreement](#)

16b. [PowerPoint presentation](#)

SIDEWALK REMOVAL AGREEMENT

1. This Agreement is by and between the City of Taylor, Texas, a home rule city, whose address is 400 Porter Street, Taylor, Texas, 76574, hereinafter referred to as "City" and the Owner identified below by Name and Address, hereinafter referred to as "Owner".
2. Owner desires that a sidewalk in a public easement ("ROW") located on Owner's property described below ("Property") be demolished and removed. The City and Owner have not completed a survey to locate the ROW. In the event all or any part of the sidewalk is not located in the ROW but on Owner's Property, Owner grants permission for the City to enter onto the Property to demolish and removed the sidewalk.
3. City agrees to demolish the sidewalk and remove the concrete spoils from the ROW and/or Property at the City's cost. Owner acknowledges the City will be using heavy equipment to demolish and remove the sidewalk. The heavy equipment may cause damage to the Property. Owner agrees the City is not responsible for any damage caused by the demolition and removal of the sidewalk and Owner releases the City from all claims now know or that may be discovered after the sidewalk removal.
4. Owner further agrees that the City is not responsible for making any remediation or other improvements to the Property after the removal of the concrete spoils. Owner shall solely be responsible for making any improvements or repairs to the Property after the City has removed the concrete spoils from the Property. The replacement or repair of any pre-existing soil, landscaping or other conditions on the Property prior to the removal of the sidewalk will be Owner's responsibility.
5. Owner verifies there are no other owners to the Property and Owner is legally authorized to sign this agreement as the sole owner of the Property.
6. Owner agrees to indemnify, defend and hold the City and its legal representatives, attorneys, assigns, successors, employees, agents, principles, insurers and indemnitors, harmless against any and all losses, claims, actions, causes of action, damages, costs or expenses known or unknown arising out of or resulting from this Agreement. This Agreement is a compromise and settlement agreement between the City and Owner for all claims regarding location of the ROW and removal of the sidewalk.

7. Venues, jurisdiction and performance for this Agreement shall be in Williamson County, Texas.

DATED this the _____ day of _____, 2022.

CITY:

CITY OF TAYLOR, TEXAS,
a Texas Home Rule Municipal Corporation
400 Porter Street
Taylor, Texas 76574

By: Brian LaBorde
Its: City Manager

OWNER:

By: _____ (Print Name)

Owner's Name: _____

Property Address: _____

Property Legal Description: _____

SIDEWALK REMOVAL

Pictures of substandard sidewalk That could be removed





SIDEWALK REMOVAL AGREEMENT

1. This Agreement is by and between the City of Taylor, Texas, a home rule city, whose address is 400 Porter Street, Taylor, Texas, 76574, hereinafter referred to as "City" and the Owner identified below by Name and Address, hereinafter referred to as "Owner".
2. Owner desires that a sidewalk in a public easement ("ROW") located on Owner's property described below ("Property") be demolished and removed. The City and Owner have not completed a survey to locate the ROW. In the event all or any part of the sidewalk is not located in the ROW but on Owner's Property, Owner grants permission for the City to enter onto the Property to demolish and removed the sidewalk.
3. City agrees to demolish the sidewalk and remove the concrete spoils from the ROW and/or Property at the City's cost. Owner acknowledges the City will be using heavy equipment to demolish and remove the sidewalk. The heavy equipment may cause damage to the Property. Owner agrees the City is not responsible for any damage caused by the demolition and removal of the sidewalk and Owner releases the City from all claims now know or that may be discovered after the sidewalk removal.
4. Owner further agrees that the City is not responsible for making any remediation or other improvements to the Property after the removal of the concrete spoils. Owner shall solely be responsible for making any improvements or repairs to the Property after the City has removed the concrete spoils from the Property. The replacement or repair of any pre-existing soil, landscaping, or other conditions on the Property prior to the removal of the sidewalk will be Owner's responsibility.
5. Owner verifies there are no other owners to the Property and Owner is legally authorized to sign this agreement as the sole owner of the Property.
6. Owner agrees to indemnify, defend, and hold the City and its legal representatives, attorneys, assigns, successors, employees, agents, principles, insurers and indemnitors, harmless against any and all losses, claims, actions, causes of action, damages, costs or expenses known or unknown arising out of or resulting from this Agreement. This Agreement is a compromise and settlement agreement between the City and Owner for all claims regarding location of the ROW and removal of the sidewalk.