AGENDA

CITY OF TAYLOR, TEXAS

CITY COUNCIL MEETING

CITY HALL, COUNCIL CHAMBERS, 400 PORTER STREET

SEPTEMBER 28, 2017, 6:00 P.M.

CALL TO ORDER AND DECLARE A QUORUM

INVOCATION

PLEDGE OF ALLEGIANCE

RECOGNITION/PROCLAMATION

1. Recognize the Taylor Area Business Women for Christmas Decoration contribution. (Mayor)
2. Proclamation: Fire Prevention Week, October 8-14, 2017. (Mayor; Chief Ekiss)
3. Proclamation: National Night Out, October 3, 2017. (Mayor; Chief Fluck)

CITIZENS COMMUNICATION

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

CONSENT AGENDA

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

4. Consider approving request from the Main Street Advisory Board to sell wine and/or beer and to allow alcohol consumption in the festival area for the Main Street Car Show on October 28, 2017. (Deby Lannen)
5. Consider approving Resolution R17-15 authorizing an application for, and if awarded, accepting a grant for Rifle-Resistant body armor. (Chief Fluck)
6. Consider approving Resolution R17-17 to authorize an application to the Texas Department of Housing and Community Affairs (TDHCA) for the Amy Young Barrier Removal program (AYBR) and to authorize signatories. (Ashley Lumpkin)
7. Concur with preliminary financials for August, 2017. (Rosemarie Dennis)
8. Approve minutes for August 14, 2017 (Amended), September 7 and September 14, 2017. (Susan Brock)

ORDINANCES

9. Consider introducing Ordinance 2017-15 revising the Landscape Ordinance required landscaping percentages, plant lists, and amend the tree preservation and mitigation requirements. (Ashley Lumpkin)
10. Consider introducing Ordinance 2017-23 regarding a Specific Use Permit for a yoga studio. (Ashley Lumpkin)
11. Consider introducing Ordinance 2017-26 revising the Zoning Ordinance to include donation containers and recycling bins. (Ashley Lumpkin)

REGULAR AGENDA; REVIEW/DISCUSS AND CONSIDER ACTION

12. Receive information on investment strategies for public funds. (Linda Patterson)
13. Receive information on financing options for municipalities. (Jennifer Douglas)

14. Consider approving 2017 Employee Compensation Study. (Kim Peterson)
15. Consider approving agreement with Lone Star Soccer. (Mike DeVito)
16. Conduct Public Hearing and consider approving Resolution R17-16 to submit an application to the Texas Parks and Wildlife for a Non-Urban Outdoor Recreation Grant. (Mike DeVito)
17. Consider approving economic development agreement for Project Bay. (Ashley Lumpkin)
18. Receive update on hotel development. (Ashley Lumpkin; Nimesh Patel)
19. Discuss and consider approving agreement with the Taylor Chamber of Commerce for Hotel/Motel tax funds. (Mike DeVito; Isaac Turner)
20. Discuss possible charter amendments. (Isaac Turner)
21. Consider approving Resolution R17-21 for nomination(s) to the Williamson Central Appraisal District Board of Directors Election. (Isaac Turner)
22. Consider proposed future agenda topics and items for discussion. (Mayor)

EXECUTIVE SESSION

23. Executive Session I. The Taylor City Council will conduct a closed executive meeting pursuant to the provisions of the Open Meetings Law, Chapter 551, Texas Local Government Code, and the authority contained in Section 551.087 to discuss or deliberate regarding commercial and/or financial information on a business prospect that the City of Taylor, Texas, seeks to have locate, stay, or expand in or near the City of Taylor, Texas, and with which the City of Taylor, Texas, is conducting economic development negotiations and/or deliberate the offer of financial or other incentives to the business prospect.
    - Project Bay
    - Project X
24. Consider action from Executive Session.

ADJOURN

The Council may vote and/or act upon each of the items listed in this Agenda. The Council reserves the right to retire into executive session concerning any of the items listed on this Agenda, whenever it is considered necessary and legally justified under the Open Meetings Act including: Section 551.071 (Consult with attorney); Section 551.072 (Real Property); Section 551.073 (Gifts and Donations); Section 551.074 (Personnel Matters); Section 551.076 (Security Devices); and Section 551.087 (Economic Development). I certify that the notice of meeting was posted in the Taylor City Hall Lobby before 6:00 pm on September 25 2017 and remained posted for at least 72 hours continuously before the scheduled time of said meeting. I further certify that the following news media was notified of this meeting: Taylor Press.

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

Posted By: Susan Brock Date 9/25/17
Susan Brock, City Clerk

Announcements

• KidFish rescheduled	Bull Branch Park	Sun. Oct 1, 1-4 pm
• National Night Out	City Wide	Tues. Oct. 3, 5-9 pm
• Good Life Family Festival	Bull Branch Park	Sat. Oct. 14, 8 am
• City Wide (8am-3) and Neighborhood (8am-12) Clean Up		Sat. Oct. 21
• Main Street Car Show	Downtown	Sat. Oct 28, 10 am
• Halloween Spooktacular	Downtown	Tues. Oct. 31, 6 pm

City Council Meeting
September 28, 2017

STRATEGIC PILLAR

☐ Streets/Infrastructure

☒ Quality of Life

☒ Economic Vitality

Agenda Item #: 1

Agenda Title: Recognize donation from the Taylor Area Businesswomen (TAB) for Christmas decorations.

Council Action to be taken: Recognize donors

Department Submitted: Main Street Program

Staff Contact: Deby Lannen, Main Street Manager

1. PURPOSE/DESCRIPTION

Taylor Area Businesswomen (TAB) have been involved in making sure the Christmas decorations designated for downtown Taylor and the entrances into Taylor stay lit since 2007. These decorations are their gift to the citizens of Taylor.

Mr. John Thompson, long time Taylorite, had a vision to light up Heritage Square with Christmas lights for as long as anyone can remember. Mr. Thompson's efforts were supported by civic groups, school organizations, and private businesses who had a desire to light up the square. These decorations inspired the TAB members to extend the holiday spirit down Main Street and beyond. Now, the City glows from Thanksgiving to New Year's Day thanks to their tireless efforts to raise funds and awareness.

2. STAFF ANALYSIS AND RECOMMENDATION (Why and How)

Staff recommends recognizing TAB members and accepting the gift of the Christmas decorations for the citizens of Taylor from Taylor Area Businesswomen.

3. FUNDING SOURCE

Monies donated by the TAB will be used for maintenance, installation, and/or replacement of any city Christmas decorations in Heritage Square Park or on Main Street.

4. TIMELINE CONSIDERATIONS

5. OTHER OPTIONS (In order of preference)

6. ATTACHMENTS

1a. Certificate of Recognition

CERTIFICATE OF RECOGNITION

We are honored to take this opportunity to recognize the

TAYLOR AREA BUSINESS WOMEN

for their continuing support to the community and the Christmas
Lights in Downtown Taylor

______________________________ ______________________________

Date Brandt Rydell, Mayor

City Council Meeting
September 28, 2017

STRATEGIC PILLAR

☐ Streets/Infrastructure

☒ Quality of Life

☐ Economic Vitality

Agenda Item #: **2**

Agenda Title: Proclamation: Fire Prevention Week is Oct 8-14, 2017

Council Action to be taken: Mayor to present proclamation; Chief Ekiss will accept on behalf of his department.

Initiating Department: Fire Department

Staff Contact: **Pat Ekiss, Fire Chief**

1. PURPOSE/DESCRIPTION

Since 1922, Fire Prevention Week has been observed on the Sunday through Saturday period in which October 9 falls. The National Fire Protection Association is the official sponsor of Fire Prevention Education and their theme this year is "Every Second Counts; Plan 2 Ways Out". In a fire, seconds count and having an escape plan can mean the difference between escaping safely from a fire or a tragedy occurring.

2. STAFF ANALYSIS AND RECOMMENDATION (Why and How)

Present proclamation to Chief Ekiss.

3. FUNDING SOURCE

4. TIMELINE CONSIDERATIONS

Fire Prevention Week is October 8-14 this year.

5. OTHER OPTIONS (In order of preference)

6. ATTACHMENTS

2a. Proclamation

PROCLAMATION

FIRE PREVENTION WEEK

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are where people are at greatest risk from fire; and

WHEREAS, U.S. fire departments responded to 365,500 home fires in 2015, according to the National Fire Protection Association; and

WHEREAS, in today's homes people have as little as one to two minutes to escape from the time the smoke alarm sounds; and

WHEREAS, a home fire escape plan should include two exits from every room in the home, a path to the outside, and a meeting place outside when everyone is out safely; and

WHEREAS, the City of Taylor first responders are dedicated to reducing home fires and home fire injuries through prevention and education; and

WHEREAS, the 2017 Fire Prevention Week theme, "Every Second Counts; Plan 2 Ways Out" serves to educate the public about the need to have an escape plan in place with more than one exit.

NOW, THEREFORE, as Mayor of the City of Taylor, Texas, I do hereby proclaim the week of October 8-14, 2017 as

FIRE PREVENTION WEEK

and urge all citizens of Taylor to protect their homes and families by heeding the safety messages of Fire Prevention Week 2017.

PROCLAIMED this the 28th day of September, 2017.

Brandt Rydell, Mayor

City Council Meeting
September 28, 2017

STRATEGIC PILLAR

☐ Streets/Infrastructure

☒ Quality of Life

☐ Economic Vitality

Agenda Item #: **3**

Agenda Title: Proclamation: National Night Out, October 3, 2017.

Council Action to be taken: Mayor will read Proclamation.

Initiating Department: Taylor Police Department

Staff Contact: **Henry Fluck, Police Chief**

1. PURPOSE/DESCRIPTION

The Police Department is requesting the Mayor to proclaim National Night Out on October 3, 2017, in an effort to promote the crime and drug prevention event in Taylor.

2. STAFF ANALYSIS AND RECOMMENDATION (Why and How)

National Night Out is sponsored by the National Association of Town Watch (NATW) and co-sponsored by the Taylor Police Department. The event involves over 11,000 communities nationwide and is also supported by the U. S. Department of Justice, Bureau of Justice Assistance.

This program is designed to heighten crime and drug prevention awareness, generate support for and participate in local anticrime efforts, strengthen neighborhood spirit and police community partnerships and to send a message to criminals letting them know that our neighborhoods are organized and fighting back.

Mayor will present proclamation.

3. FUNDING SOURCE

4. TIMELINE CONSIDERATIONS

The event is scheduled for Tuesday, October 3, from 5 pm to 9 pm. Residents in Taylor are asked to lock their doors, turn on outside lights and spend the evening outside with neighbors and police. Neighborhoods in Taylor will be hosting block parties, visits from police, flashlight walks and youth activities. Taylor Police will be visiting different neighborhoods throughout the city and giving suggestions on how to make families and neighborhoods safer.

5. OTHER OPTIONS (In order of preference)

6. ATTACHMENTS

3a. Proclamation

PROCLAMATION

NATIONAL NIGHT OUT

WHEREAS, the National Association of Town Watch is sponsoring a national crime, drug and violence prevention program on October 3, 2017, entitled “National Night Out”; and

WHEREAS, the 34th Annual National Night Out provides an opportunity to join with other communities in promoting cooperative, police-community crime prevention efforts; and

WHEREAS, the City of Taylor plays a vital role in assisting the Taylor Police Department through joint crime, drug and violence prevention efforts in Taylor; and

WHEREAS, all citizens of Taylor must be aware of the importance of crime prevention programs and the impact their participation has on reducing crime, drugs and violence in Taylor; and

NOW, THEREFORE, as Mayor of the City of Taylor, I do hereby proclaim October 3, 2017 as

NATIONAL NIGHT OUT

in the City of Taylor and urge all citizens of Taylor to become aware of and support these efforts.

PROCLAIMED this the 28th day of September 2017.

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Brandt Rydell, Mayor

City Council Meeting
September 28, 2017

STRATEGIC PILLAR

☐ Streets/Infrastructure

☒ Quality of Life

☐ Economic Vitality

Agenda Item #: **4**

Agenda Title: Consider approving request from the Main Street Advisory Board to allow alcohol consumption in the Central Business District to include the festival area for the Main Street Car Show on October 28, 2017.

Council Action to be taken: Approve by consent.

Department Submitted: Main Street

Staff Contact: Deby Lannen, Main Street Manager

1. PURPOSE/DESCRIPTION

The purpose of this item is for the Council to allow consumption of alcoholic beverages within the Central Business District from 10 am until 4 pm on October 28, 2017 during the Main Street Car Show and Festival.

2. STAFF ANALYSIS AND RECOMMENDATION (Why and How)

The City of Taylor has an ordinance that prohibits alcoholic beverages being consumed in public areas in the Central Business District. We would like for attendees and participants to be able to consume beer and/or wine while enjoying the cars. This has been done at past car shows with no issues arising.

3. FUNDING SOURCE

4. TIMELINE CONSIDERATIONS

The event will be from 10 am until 4 pm on Saturday, October 28, 2017.

5. OTHER OPTIONS (In order of preference)

None.

6. ATTACHMENTS

City Council Meeting
September 28, 2017

STRATEGIC PILLAR

☐ Streets/Infrastructure

☒ Quality of Life

☐ Economic Vitality

Agenda Item #: **5**

Agenda Title: Consider approving Resolution R17-15 authorizing an application for and if awarded accept a Grant for Rifle-Resistant Body Armor.

Council Action to be taken: Approve Resolution R17-15 as presented

Initiating Department: Police

Staff Contact: Henry Fluck, Chief of Police

1. PURPOSE/DESCRIPTION

The Police Department is seeking authorization to apply for and if awarded accept a grant for Rifle-Resistant Body Armor.

2. STAFF ANALYSIS AND RECOMMENDATION (Why and How)

The Taylor Police Department requests approval to apply for and if awarded accept funding through the Office of the Governor, Criminal Justice Division, to purchase Rifle-Resistant Body Armor. In 2017, in response to the July 7, 2016 shooting of numerous police officers in Dallas, Texas, the Legislature passed and the Governor signed Senate Bill 12, which created a grant program within the governor's office to increase the safety of Texas' police officers by assisting agencies in the purchase of rifle-resistant body armor. Patrol officers who respond to calls for service and conduct traffic stops, will be equipped with the rifle-resistant body armor funded by the grant.

Approve Resolution R17-15 as presented

3. FUNDING SOURCE

The cost for 15 Rifle-Resistant Vests is $5,400.00, which is fully grant funded. There is no local cash match requirement under this program.

4. TIMELINE CONSIDERATIONS

The deadline to submit a grant application was September 6, 2017. The earliest start date is January 1, 2017. The latest start date is March 1, 2017.

5. OTHER OPTIONS (In order of preference)

6. ATTACHMENTS

5a. Resolution R17-15

RESOLUTION R17-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAYLOR, AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT APPLICATION TO TEXAS GOVERNOR'S OFFICE, CRIMINAL JUSTICE DIVISION, AND IF AWARDED ACCEPT THE FUNDING FOR RIFLE-RESISTANT BODY ARMOR, AND AUTHORIZING THE CHIEF OF POLICE TO ACT AS THE CITY'S AUTHORIZED GRANT OFFICIAL.

WHEREAS, the Taylor City Council finds it in the best interest of the citizens of Taylor that the Police Department acquire Rifle-Resistant Body Armor to protect the Police Officers of the Taylor Police Department; and

WHEREAS, the Taylor City Council agrees that in the event of loss or misuse of the funds from the Texas Governor's Office, Criminal Justice Division, the Taylor City Council assures that the funds will be returned to the Texas Governor's Office, Criminal Justice Division, in full.

WHEREAS, the Taylor City Council designates, Henry Fluck, Chief of Police, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TAYLOR, TEXAS, THAT: the Taylor City Council approves the submission of the grant Application and if awarded, the acceptance of funding for Rifle-Resistant Body Armor from the Texas Governor's Office, Criminal Justice Division.

Passed and approved this 28th day of September, 2017.

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Brandt Rydell, Mayor

ATTEST:

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Susan Brock, City Clerk

City Council Meeting
September 28, 2017

STRATEGIC PILLAR

☐ Streets/Infrastructure

☒ Quality of Life

☐ Economic Vitality

Agenda Item #:	**6**
Agenda Title:	Consider approving Resolution R17-17 to authorize an application to the Texas Department of Housing and Community Affairs (TDHCA) for the Amy Young Barrier Removal program (AYBR) and to authorize signatories.
Council Action to be taken:	Consider approval
Department Submitted:	Development Services
Staff Contact:	Ashley Lumpkin, AICP, Director

1. PURPOSE/DESCRIPTION

The purpose of this item is to authorize an application to the Texas Department of Housing and Community Affairs (TDHCA) for the Amy Young Barrier Removal program (AYBR), leverage the funding received from TDHCA with the Housing Preservation Grant from the United States Department of Agriculture, Rural Development, and authorize the City Manager and Director of Development Services to act as signatory authorities on behalf of the city as it pertains to the AYBR program.

2. STAFF ANALYSIS AND RECOMMENDATION (Why and How)

For the second year, the City of Taylor applied for the maximum Housing Preservation Grant amount of $50,000 to use with the City's current Amy Young Barrier Removal Program (AYBR), which is funded through the Texas Department of Housing and Community Affairs (TDHCA). The City has used the AYBR program to great effect, having assisted 35 households in Taylor with accessibility modifications and housing rehabilitations to owner-occupied, single family housing in the past few years. Taylor was one of only a handful of entities to be awarded $50,000 through USDA HPG funding in 2016. The City of Taylor can now add 2017 to that accomplishment as we just received confirmation the USDA has awarded the full $50,000 Housing Preservation Grant a second time.

The addition of funding from USDA, proposed to average $4,250 in hard costs per home, significantly increased the available AYBR budget of $18,200 for hard costs per home, thus allowing the City to correct more significant structural and housing systems problems in applicants' homes and reduce the number of walk-ways due to the needs of the homes exceeding the available budget for repairs.

Equity Community Development Corporation, led by Robb Stevenson and Will Gudeman, has assisted the City of Taylor in this process. They are the current grant administrator for the AYBR Program and an asset to the City of Taylor.

3. FUNDING SOURCE

Funding for Amy Young Barrier Removal program is received from TDHCA award and leveraged with a Housing Preservation Grant. In years past, the City has also leveraged the City's Weatherization fund to assist in funding projects.

4. TIMELINE CONSIDERATIONS

A new application will be due to TDHCA, thus providing approval for application and authorizing signatories for both programs is vital to continuing the program.

5. OTHER OPTIONS (In order of preference)

6. ATTACHMENTS

6a. Resolution R17-17
6b. Grant Application and Letter of Conditions

RESOLUTION R17-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAYLOR AUTHORIZING THE SUBMISSION OF A RESERVATION SYSTEM APPLICATION TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR THE AMY YOUNG BARRIER REMOVAL PROGRAM TO BE LEVERAGED WITH THE HOUSING PRESERVATION GRANT FROM THE UNITED STATES DEPARTMENT OF AGRICULTURE, RURAL DEVELOPMENT, AND AUTHORIZING THE CITY MANAGER AND THE DIRECTOR OF DEVELOPMENT SERVICES TO ACT AS THE CITY'S AUTHORIZED REPRESENTATIVES IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE AMY YOUNG BARRIER REMOVAL PROGRAM AND THE HOUSING PRESERVATION GRANT PROGRAM.

WHEREAS, the City Council of the City of Taylor desires to develop a viable urban community including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low-to-moderate income; and

WHEREAS, certain conditions exist which represent a threat to the public health and safety; and

WHEREAS, it is necessary and in the best interests of the City of Taylor to apply for funding under the Amy Young Barrier Removal program and execute a grant agreement with the Housing Preservation Grant Program;

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

1. That an application to access the Reservation System for the Amy Young Barrier Removal Program is hereby authorized to be filed on behalf of the City with the Texas Department of Housing and Community Affairs.
2. That the City's application to the Texas Department of Housing and Community Affairs' Reservation System be for home modifications necessary for accessibility and the elimination of hazardous conditions.
3. That the City Council directs and designates the City Manager, Isaac D. Turner, and the Director of Development Services, Ashley Lumpkin, as the City's Authorized Representatives to act in all matters in connection with the Reservation System application and the City's participation in the programs, including authorization to execute agreements with the Texas Department of Housing and Community Affairs and the United States Department of Agriculture, Rural Development, on behalf of the City.

Passed and approved this 28th day of September, 2017.

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Brandt Rydell, Mayor

ATTEST:

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Susan Brock, City Clerk

(Seal)

USDA

United States Department of Agriculture

Rural Development

OFFICE OF THE
STATE DIRECTOR

101 S. Main Street
Suite 102
Temple, TX
76501

Voice 254.742.9770
Fax 844.496.8122

September 14, 2017

Ms. Ashley Lumpkin
City of Taylor
400 Porter Street
Taylor, Texas 76574

RE: Housing Preservation Grant for Fiscal Year 2017
Letter of Conditions

Dear Ms. Lumpkin:

USDA Rural Development has completed a review of the pre-application for federal assistance under the Housing Preservation Grant (HPG) program for Fiscal Year (FY) 2017. Your application has been selected for funding in the amount of $50,000, subject to the following conditions:

1. Execution of Form RD 1940-1, "Request for Obligation of Funds."

2. Execution of the Grant Agreement; the Grant Agreement will become effective when signed and dated by the State Director. The applicant must fully comply with the provisions of the Grant Agreement.

3. Form HUD 935-2B, "Affirmative Fair Housing Marketing Plan," along with all the required attachments must be completed and approved.

4. The statement of activities approved by the USDA Rural Development State Director shall commence within 10 days of the date of execution of the Grant Agreement by Rural Development.

5. Sign and submit AD-1047, "Certification Regarding Debarment, Suspension, And Other Responsibility Matters-Primary Covered Transactions."

6. Sign and submit AD-1048, "Certification Regarding Debarment, Suspension, And Ineligibility and Voluntary Exclusion-Lower tier Covered Transactions."

7. Sign and submit AD-1049, "Certification Regarding Drug-free Workplace."

8. Provide an executed statement that the applicant will demonstrate compliance with other Federal Statutes and Regulations by Adherence and conformance to policies involving; Equal Employment Opportunity (see 7 CFR section 1944.671 for requirements), Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (see 7 CFR section 1944.667 for requirements), and Restrictions on Lobbying (see 7 CFR section 1944.657 for guidance).

9. Sign and submit Form AD-3031, "Assurance Regarding Felony Conviction or Tax Delinquent Status for Corporate Applicants."

10. Provide evidence of verification for debarment with use of Excluded Parties List System.

You are advised against taking any actions or incurring any obligations which would either limit the range of alternatives to be considered, or which would have an adverse effect on the environment.

This information must be provided within 15 days from the date of this letter. The Grant Agreement will be fully executed once the documents are received and the funds have been obligated and approved by the Agency.

If you have any questions regarding the above, please feel free to contact Jonathan Bell, Multi-Family Housing Program Director, at (254) 742-9770.

Sincerely,

DANIEL TORRES
Acting State Director

Enclosures

cc: Area Director Rick Florence, Georgetown Area Office

USDA
Form RD 1940-1
(Rev. 06-10)

REQUEST FOR OBLIGATION OF FUNDS

FORM APPROVED
OMB No. 0570-0061
OMB No. 0570-0062

INSTRUCTIONS-TYPE IN CAPITALIZED ELITE TYPE IN SPACES MARKED ( )
Complete Items 1 through 29 and applicable Items 30 through 34. See FMI.

1. CASE NUMBER	LOAN NUMBER	FISCAL YEAR
ST CO BORROWER ID 51-046-746002355		2017

2. BORROWER NAME	
CITY OF TAYLOR	3. NUMBER NAME FIELDS 1 (1, 2, or 3 from Item 2)
	4. STATE NAME TEXAS
	5. COUNTY NAME WILLIAMSON

GENERAL BORROWER/LOAN INFORMATION

6. RACE/ETHNIC CLASSIFICATION	7. TYPE OF APPLICANT	8. COLLATERAL CODE	9. EMPLOYEE RELATIONSHIP CODE
1 - WHITE 2 - BLACK 3 - AI/AN 4 - HISPANIC 5 - A/PI	1 - INDIVIDUAL 2 - PARTNERSHIP 3 - CORPORATION 4 - PUBLIC BODY 5 - ASSOC. OF FARMERS 6 - ORG. OF FARMERS 7 - NONPROFIT-SECULAR 8 - NONPROFIT-FAITH BASED 9 - INDIAN TRIBE 10-PUBLIC COLLEGE/UNIVERSITY 11-OTHER	1 - REAL ESTATE SECURED 2-REAL ESTATE AND CHATTEL 3 - NOTE ONLY OR CHATTEL ONLY 4 - MACHINERY ONLY 5 - LIVESTOCK ONLY 6 - CROPS ONLY 7 - SECURED BY BONDS 8 - RLF ACCT	1 - EMPLOYEE 2 - MEMBER OF FAMILY 3 - CLOSE RELATIVE 4 - ASSOC.

10. SEX CODE	11. MARITAL STATUS	12. VETERAN CODE	13. CREDIT REPORT
1 - MALE 2 - FEMALE 3 - FAMILY UNIT 4 - ORGAN. MALE OWNED 5 - ORGAN FEMALE OWNED 6 - PUBLIC BODY	1 - MARRIED 2 - SEPARATED 3 - UNMARRIED (INCLUDES WIDOWED/DIVORCED)	1 - YES 2 - NO	1 - YES 2 - NO

14. DIRECT PAYMENT	15. TYPE OF PAYMENT	16. FEE INSPECTION	
(See FMI)	1 - MONTHLY 2 - ANNUALLY 3 - SEMI-ANNUALLY 4 - QUARTERLY	1 - YES 2 - NO	

17. COMMUNITY SIZE	18. USE OF FUNDS CODE
1 (1 - 10 000 OR LESS 2 - OVER 10 000 (FOR SFH AND HPG ONLY))	(See FMI)

COMPLETE FOR OBLIGATION OF FUNDS

19. TYPE OF ASSISTANCE	20. PURPOSE CODE	21. SOURCE OF FUNDS	22. TYPE OF ACTION
019 (See FMI)			1 - OBLIGATION ONLY 2 - OBLIGATION/CHECK REQUEST 3 - CORRECTION OF OBLIGATION

23. TYPE OF SUBMISSION	24. AMOUNT OF LOAN	25. AMOUNT OF GRANT
2 (1 - INITIAL 2 - SUBSEQUENT)		$50,000.00

26. AMOUNT OF IMMEDIATE ADVANCE	27. DATE OF APPROVAL	28. INTEREST RATE	29. REPAYMENT TERMS
	MO DAY YR	%	

COMPLETE FOR COMMUNITY PROGRAM AND CERTAIN MULTIPLE-FAMILY HOUSING LOANS

30. PROFIT TYPE	
1 - FULL PROFIT 2 - LIMITED PROFIT 3 - NONPROFIT	

COMPLETE FOR EM LOANS ONLY	COMPLETE FOR CREDIT SALE-ASSUMPTION
31. DISASTER DESIGNATION NUMBER (See FMI)	32. TYPE OF SALE 1 - CREDIT SALE ONLY 2 - ASSUMPTION ONLY 3 - CREDIT SALE WITH SUBSEQUENT LOAN 4 - ASSUMPTION WITH SUBSEQUENT LOAN

FINANCE OFFICE USE ONLY	COMPLETE FOR FP LOANS ONLY
33. OBLIGATION DATE MO DA YR	34. BEGINNING FARMER/RANCHER (See FMI)

If the decision contained above in this form results in denial, reduction or cancellation of USDA assistance, you may appeal this decision and have a hearing or you may request a review in lieu of a hearing. Please use the form we have included for this purpose.

Position 2

ORIGINAL - Borrower's Case Folder COPY 1 - Finance Office COPY 2 - Applicant/Lender COPY 3 - State Office

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0570-0061 and 0570-0062. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

CERTIFICATION APPROVAL

For All Farmers Programs

EM, OL, FO, and SW Loans

This loan is approved subject to the availability of funds. If this loan does not close for any reason within 90 days from the date of approval on this document, the approval official will request updated eligibility information. The undersigned loan applicant agrees that the approval official will have 14 working days to review any updated information prior to submitting this document for obligation of funds. If there have been significant changes that may affect eligibility, a decision as to eligibility and feasibility will be made within 30 days from the time the applicant provides the necessary information.

If this is a loan approval for which a lien and/or title search is necessary, the undersigned applicant agrees that the 15-working-day loan closing requirement may be exceeded for the purposes of the applicant's legal representative completing title work and completing loan closing.

35. COMMENTS AND REQUIREMENTS OF CERTIFYING OFFICIAL

36. I HEREBY CERTIFY that I am unable to obtain sufficient credit elsewhere to finance my actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near my community for loans for similar purposes and periods of time. I agree to use the sum specified herein, subject to and in accordance with regulations applicable to the type of assistance indicated above, and request payment of such sum. I agree to report to USDA any material adverse changes, financial or otherwise, that occur prior to loan closing. I certify that no part of the sum specified herein has been received. I have reviewed the loan approval requirements and comments associated with this loan request and agree to comply with these provisions.

(For FP loans at eligible terms only) If this loan is approved, I elect the interest rate to be charged on my loan to be the lower of the interest rate in effect at the time of loan approval or loan closing. If I check "NO", the interest rate charged on my loan will be the rate specified in Item 28 of this form. _______ YES _______ NO

WARNING: **Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined under this title or imprisoned not more than five years, or both."**

Date 9/22, 2017 Isaac W. Turner Sign

(Signature of Applicant)

Date ____________________, 20____ ____________________

(Signature of Co-Applicant)

37. I HEREBY CERTIFY that all of the committee and administrative determinations and certifications required by regulations prerequisite to providing assistance of the type indicated above have been made and that evidence thereof is in the docket, and that all requirements of pertinent regulations have been complied with. I hereby approve the above-described assistance in the amount set forth above, and by this document, subject to the availability of funds, the Government agrees to advance such amount to the applicant for the purpose of and subject to the availability prescribed by regulations applicable to this type of assistance.

____

(Signature of Approving Official)

Typed or Printed Name: DANIEL TORRES

Date Approved: ____________________ Title: Acting State Director

38. TO THE APPLICANT: As of this date ____________________, this is notice that your application for financial assistance from the USDA has been approved, as indicated above, subject to the availability of funds and other conditions required by the USDA. If you have any questions contact the appropriate USDA Servicing Office.

HOUSING PRESERVATION GRANT AGREEMENT

This agreement dated October 1, 2017, is between City of Taylor (name), 400 Porter Street, Taylor Texas (address), the grantee, organized and operating under Texas Constitution Article 11 (authorizing State statute), and the United States of America acting through the Rural Development. Rural Development agrees to grant a sum not to exceed $ $50,000, subject to the terms and conditions of this agreement; provided, however, that the grant funds actually advanced and not needed for grant purposes shall be returned immediately to Rural Development. The Housing Preservation Grant (HPG) statement of activities approved by Rural Development, is attached, and shall commence within 10 days of the date of execution of this agreement by Rural Development and be completed by September 30, 2017 (date). Rural Development may terminate the grant in whole, or in part, at any time before the date of completion, whenever it is determined that the grantee has failed to comply with the conditions of this grant agreement or Rural Development regulations related hereto. The grantee may appeal adverse decisions in accordance with Rural Development's appeal procedures contained in Subpart B of Part 1900 of this chapter.

In consideration of said grant by Rural Development to the grantee, to be made pursuant to Section 533 of the Housing Act of 1949, HPG program, the grantee will provide such a program in accordance with the terms of this grant agreement and applicable Rural Development regulations.

PART A Definitions.

1. "Beginning date" means the date this agreement is executed by Rural Development and costs can be incurred.

2. "Ending date" means the date this agreement is scheduled to be completed. It is also the latest date grant funds will be provided under this agreement, without an approved extension.

3. "Disallowed costs" are those charges to a grant which Rural Development determines cannot be authorized in accordance with applicable Federal cost principles contained in 7 CFR Parts 3015 and 3016, as appropriate.

4. "Grant closeout" is the process by which the grant operation is concluded at the expiration of the grant period or following a decision to terminate the grant.

5. "Termination" of the grant means the cancellation of Federal assistance, in whole or in part, at any time before the date of completion.

PART B Terms of agreement.

Rural Development and the grantee agree that:

1. All grant activities shall be limited to those authorized in this subpart.

2. This agreement shall be effective when executed by both parties.

3. The HPG activities approved by Rural Development shall commence and be completed by the date indicated above, unless earlier terminated under paragraph B, 18, of this grant agreement, or extended.

4. The grantee shall carry out the HPG activities and processes as described in the approved statement of activities which is made a part of this grant agreement. Grantee will be bound by the activities and processes set forth in the statement of activities and the further conditions set forth in this grant agreement. If the statement of activities is inconsistent with this grant agreement, then the latter will govern. A change of any activities and processes must be in writing and must be signed by the approval official.

5. The grantee shall use grant funds only for the purposes and activities approved by Rural Development in the HPG budget. Any uses not provided for in the approved budget must be approved in writing by Rural Development in advance.

6. If the grantee is a private nonprofit corporation, expenses charged for travel or per diem will not exceed the rates paid to Federal employees or (if lower) an amount authorized by the grantee for similar purposes. If the grantee is a public body, the rates will be those that are allowable under the customary practice in the government of which the grantee is a party; if none are customary, the Rural Development rates will be the maximum allowed.

7. Grant funds will not be used for any of the following:

(a) To pay obligations incurred before the beginning date or after the ending date of this agreement;

(b) For any entertainment purposes;

(c) To pay for any capital assets, the purchase of real estate or vehicles, the improvement or renovation of the grantee's office space, or for the repair or maintenance of privately owned vehicles;

(d) Any other purpose specified in §1944.664 (g) or §1944.666 (b) of this subpart; or

(e) For administrative expenses exceeding 20 percent of the HPG grant funds.

8. The grant funds shall not be used to substitute for any financial support previously provided and currently available or assured from any other source.

9. The dispersal of grants will be governed as follows:

(a) In accordance with Treasury Circular 1075 (fourth revision) Part 205, Chapter II of Title 31 of the Code of Federal Regulations, grant funds will be provided by Rural Development as cash advances on an as needed basis not to exceed one advance every 30 days. The advance will be made by direct Treasury check to the grantee. In addition, the grantee must submit Standard Form (SF) 272, "Federal Cash Transactions Report," each time an advance of funds is made. This report shall be used by Rural Development to monitor cash advances made to the grantee. The financial management system of the recipient organization shall provide for effective control over and accountability for all Federal funds as stated in 7 CFR Parts 3015 and 3016.

(b) Cash advances to the grantee shall be limited to the minimum amounts needed and shall be timed to be in accord only with the actual, immediate cash requirements of the grantee in carrying out the purpose of the planned project. The timing and amount of cash advances shall be as close as administratively feasible to the actual disbursements by the grantee for direct program costs (as identified in the grantee's statement of activities and budget and fund use plan) and proportionate share of any allowable indirect costs.

(c) Grant funds should be promptly refunded to the Rural Development and redrawn when needed if the funds are erroneously drawn in excess of immediate disbursement needs. The only exceptions to the requirement for prompt refunding are when the funds involved:

(i) Will be disbursed by the recipient organization within 7 calendar days from the date of the Treasury check; or

(ii) Are less than $10,000 and will be disbursed within 30 calendar days from the date of the Treasury check.

(d) Grantee shall provide satisfactory evidence to Rural Development that all officers of the grantees' organization authorized to receive and/or disburse Federal funds are covered by fidelity bonds in an amount not to exceed the grant amount to protect Rural Development's interests.

10. The grantee will submit performance, financial, and annual reports as indicated in this subpart to the appropriate Rural Development office. These reports must be reconciled to the grantees' accounting records, especially on the final report.

(a) As needed, but not more frequently than once every 30 calendar days, submit an original and two copies of SF-270, "Request for Advance or Reimbursement." In addition, the grantee must submit an SF-272, each time an advance of funds is made. This report shall be used by Rural Development to monitor cash advances made to the grantee.

(b) Quarterly reports will be submitted within 15 days, but no later than 45 days after the end of each calendar quarter. An original and one copy of SF-269, "Financial Status Report," and a quarterly performance report in accordance with §1944.683 of this subpart. Item 10, g (total program outlays) of SF-269, should be less any rebates, refunds, or other discounts.

(c) Within 90 days after the termination or expiration of the grant agreement, an original and two copies of SF-269, and a final performance report which will include a summary of the project's accomplishments, problems, and planned future activities of the grantee for HPG. Final reports may serve as the last quarterly report.

(d) Rural Development may require performance reports more frequently if deemed necessary.

11. In accordance with Office of Management and Budget (OMB) Circular A-87, "Cost Principles for State and Local Governments" (available in any Rural Development office), compensation for employees will be considered reasonable to the extent that such compensation is consistent with that paid for similar work in other activities of the State or local government.

12. If the grant exceeds $100,000, cumulative transfers among direct cost budget categories totaling more than 5 percent of the total budget must have prior written approval by Rural Development.

13. The results of the program assisted by grant funds may be published by the grantee without prior review by Rural Development, provided that such publications acknowledge the support provided by funds pursuant to the provisions of Title V of
the Housing Act of 1949, as amended, and that five copies of each such publications are furnished to Rural Development.

14. The grantee certifies that no person or organization has been employed or retained to solicit or secure this grant for a commission, percentage, brokerage, or contingent fee.

15. No person in the United States shall, on the grounds of race, religion, color, sex, familial status, age, national origin, or handicap, be excluded from participating in, be denied the proceeds of, or be subject to discrimination in connection with the use of grant funds. Grantee will comply with the nondiscrimination regulations of Rural Development contained in Subpart E of Part 1901 of this chapter.

16. In all hiring or employment made possible by or resulting from this grant, the grantee:

(a) Will not discriminate against any employee or applicant for employment because of race, religion, color, sex, familial status, age, national origin, or handicap, and

(b) Will take affirmative action to insure that employees are treated during employment without regard to their race, religion, color, sex, familial status, age, national origin, or handicap. This requirement shall apply to, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(c) In the event grantee signs a contract related to this grant which would be covered by any Executive Order, law, or regulation prohibiting discrimination, grantee shall include in the contract the "Equal Employment Clause" as specified by Form RD 400-1, "Equal Opportunity Agreement."

17. The grantee accepts responsibility for accomplishing the HPG program as submitted and included in its preapplication, application, including its statement of activities. The grantee shall also:

(a) Endeavor to coordinate and provide liaison with State and local housing organizations, where they exist.

(b) Provide continuing information to Rural Development on the status of grantee HPG programs, projects, related activities, and problems.

(c) Inform Rural Development as soon as the following types of conditions become known:

(i) Problems, delays, or adverse conditions which materially affect the ability to attain program objectives, prevent the meeting of time schedules or goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated, new time schedules required and any Rural Development assistance needed to resolve the situation.

(ii) Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

18. The grant closeout and termination procedures will be as follows:

(a) Promptly after the date of completion or a decision to terminate a grant, grant closeout actions are to be taken to allow the orderly discontinuation of grantee activity.

(i) The grantee shall immediately refund to Rural Development any uncommitted balance of grant funds.

(ii) The grantee will furnish to Rural Development within 90 calendar days after the date of completion of the grant, SF-269 and all financial, performance, and other reports required as a condition of the grant, including a final audit report, as required by 7 CFR Parts 3015 and 3016.

(iii) The grantee shall account for any property acquired with HPG grant funds or otherwise received from Rural Development.

(iv) After the grant closeout, Rural Development retains the right to recover any disallowed costs which may be discovered as a result of an audit.

(b) When there is reasonable evidence that the grantee has failed to comply with the terms of this grant agreement, the State Director can, on reasonable notice, suspend the grant pending corrective action or terminate the grant in accordance with paragraph B, 18 (c) of this grant agreement. In such instances, Rural Development may reimburse the grantee for eligible costs incurred prior to the effective date of the suspension or termination and may allow all necessary and proper costs which the grantee could not reasonably avoid. Rural Development will withhold further advances and grantees are prohibited from further use of grant funds, pending corrective action.

(c) Grant termination will be based on the following:

(i) Termination for cause. This grant may be terminated in whole, or in part, at any time before the date of completion, whenever Rural Development determines that the grantee has failed to comply with the terms of this agreement. The reasons for termination may include, but are not limited to, such problems as:

(A) Failure to make reasonable and satisfactory progress in attaining grant objectives.

(B) Failure of grantee to use grant funds only for authorized purposes.

(C) Failure of grantee to submit adequate and timely reports of its operation.

(D) Violation of any of the provisions of any laws administered by Rural Development or any regulation issued thereunder.

(E) Violation of any nondiscrimination or equal opportunity requirement administered by Rural Development in connection with any Rural Development programs.

(F) Failure to maintain an accounting system acceptable to Rural Development.

(ii) Termination for convenience. Rural Development or the grantee may terminate the grant in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in case of partial termination, the portion to be terminated.

(d) Rural Development shall notify the grantee in writing of the determination and the reasons for and the effective date of the suspension or termination. Except for termination for convenience, grantees have the opportunity to appeal a suspension or termination under Rural Development's appeal procedure, Subpart B of Part 1900 of this chapter.

19. Upon any default under its representatives or agreements set forth in this instrument, the grantee, at the option and demand of Rural Development, will, to the extent legally permissible, repay to Rural Development forthwith the grant funds received with interest at the rate of 5 percent per annum from the date of the default. The provisions of this grant agreement may be enforced by Rural Development, at its options and without regard to prior waivers by it or previous defaults of the grantee, by judicial proceedings to require specific performance of the terms of this grant agreement or by such other proceedings in law or equity, in either Federal or State courts, as may be deemed necessary by Rural Development to assure compliance with the provisions of this grant agreement and the laws and regulations under which this grant is made.

20. Extension of this grant agreement, modifications of the statement of activities, or changes in the grantee's budget may be approved by Rural Development provided, in Rural Development's opinion, the extension or modification is justified and there is a likelihood that the grantee can accomplish the goals set out and approved in the statement of activities during the period of the extension and/or modifications as specified in §1944.684 of this subpart.

PART C Grantee agrees:

1. To comply with property management standards for expendable and nonexpendable personal property established by 7 CFR Parts 3015 and 3016.

2. To provide a financial management system which will include:

(a) Accurate, current, and complete disclosure of the financial results of each grant. Financial reporting will be on a cash basis. The financial management system shall include a tracking system to insure that all program income, including loan repayments, are used properly.

(b) Records which identify adequately the source and application of funds for grant-supported activities. Those records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.

(c) Effecting control over and accountability for all funds, property, and other assets. Grantee shall adequately safeguard all such assets and shall assure that they are solely for authorized purposes.

(d) Accounting records supported by source documentation.

3. To retain financial records, supporting documents, statistical records, and all other records pertinent to the grant for a period of at least 3 years after the submission of the final performance report, in accordance with paragraph B 10 (c) of this grant agreement, except in the following situations:

(a) If any litigation, claim, audit, or investigation is commenced before the expiration of the 3-year period, the records shall be retained until all litigations, claims, audit, or investigative findings involving the records have been resolved.

(b) Records for nonexpendable property acquired by Rural Development, the 3-year retention requirement is not applicable.

(c) When records are transferred to or maintained by Rural Development, the 3-year retention requirement is not applicable.

(d) Microfilm copies may be substituted in lieu of original records. Rural Development and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the grantee which are pertinent to the specific grant program for the purpose of making audits, examinations, excerpts, and transcripts.

4. To provide information as requested by Rural Development concerning the grantee's actions in soliciting citizen participation in the applications process, including published notices of public meetings, actual public meetings held, and content of written comments received.

5. Not to encumber, transfer, or dispose of the property or any part thereof, furnished by Rural Development or acquired wholly or in part with HPG funds without the written consent of Rural Development.

6. To provide Rural Development with such periodic reports of grantee operations as may be required by authorized representatives of Rural Development.

7. To execute Form RD 400-1, and to execute any other agreements required by Rural Development to implement the civil rights requirements.

8. To include in all contracts in excess of $100,000, a provision for compliance with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, 42 U.S.C. §1875C-9, as amended. Violations shall be reported to Rural Development and the Regional Office of the Environmental Protection Agency.

9. That no member of Congress shall be admitted to any share or part of this grant or any benefit that may arise therefrom, but this provision shall not be construed to bar as a contractor under the grant a public-held corporation whose ownership might include a member of Congress.

10. That all nonconfidential information resulting from its activities shall be made available to the general public on an equal basis.

11. That the purpose for which this grant is made may complement, but shall not duplicate programs for which monies have been received, are committed, or are applied for from other sources, public and private.

12. That the grantee shall relinquish any and all copyrights and/or privileges to the materials developed under this grant, such material being the sole property of the Federal Government. In the event anything developed under this grant is published in whole or in part, the material shall contain a notice and be identified by language to the following effect: "The material is the result of tax-supported research and as such is not copyrightable. It may be freely reprinted with the customary crediting of the source."

13. That the grantee shall abide by the policies promulgated in 7 CFR Parts 3015 or 3016, as applicable, which provides standards for use by grantees in establishing procedures for the procurement of supplies, equipment, and other services with Federal grant funds.

14. That it is understood and agreed that any assistance granted under this grant agreement will be administered subject to the limitations of Title V of the Housing Act of 1949, as amended, 42 U.S.C 1471, et. seq., and related regulations, and that all rights granted to Rural Development herein or elsewhere may be exercised by it in its sole discretion to carry our the purposes of the assistance, and protect Rural Development's financial interest.

15. That the grantee will adopt a standard of conduct that provides that, if an employee, officer, or agency of the grantee, or such person's immediate family members conducts business with the grantee, the grantee must not:

(a) Participate in the selection, award, or administration of a contract to such persons for which Federal funds are used;

(b) Knowingly permit the award or administration of the contract to be delivered to such persons or other immediate family members or to any entity (i.e., partnerships, corporations, etc.) in which such persons or their immediate family members have an ownership interest; or

(c) Permit such person to solicit or accept gratuities, favors, or anything of monetary value from landlords or developers of rental or ownership housing projects or any other person receiving HPG assistance.

16. That the grantee will be in compliance with and provide the necessary forms concerning the Debarment and Suspension and the Drug-free Workplace requirements found in §1944.654 of this subpart.

17. That the grantee will comply with the requirements in respect to rental properties and cooperatives (co-ops) and will execute an agreement with the owners or co-op as found in §§1944.662 and 1944.663 of this subpart, specifically:

(a) If the co-op or rental property owner(s) or their successors in interest fail to carry out the requirements of this grant agreement, the ownership agreement, or any requirements noted in this subpart during the applicable period, they shall make a payment to Rural Development in an amount that equals the total amount of the assistance provided by the grantee plus interest thereon (without compounding) for each year and any fraction thereof that the assistance was outstanding The interest rate shall be that as determined by Rural Development at the time of infraction taking into account the average yield on outstanding marketable long-term obligations of the United States during the month preceding the date on which the assistance was initially made available.

(b) Notwithstanding any other provision of law, any assistance provided shall constitute a debt, which is payable in the case of any failure to carry out the agreement between the grantee and the rental property owner(s) or co-op and shall be secured by the security instruments provided by them to Rural Development.

18. That all requirements of this subpart concerning HPG's will be followed.

PART D Rural Development agrees:

1. That it will assist the grantee, within available appropriations, with such technical and management assistance as needed in coordinating the statement of activities with local officials, comprehensive plans, and any State or area plans for improving housing for very low- and low-income households in the area in which the project or program is located.

2. That at its sole discretion, Rural Development may at any time give any consent, deferment, subordination, release, satisfaction, or termination of any or all of the grantee's grant obligations, with or without valuable consideration, upon such terms and conditions as the grantor may determine to be:

(a) Advisable to further the purposes of the grant or to protect Rural Development's financial interests therein; and

(b) Consistent with the statutory purposes of the grant and the limitations of the statutory authority under which it is made and Rural Development's regulations.

PART E Attachments:

The statement of activities is attached to and made a part of this grant agreement.

This grant agreement is subject to current Rural Development regulations and any future regulations not inconsistent with the express terms hereof. Grantee has caused this grant agreement to be executed by its duly authorized ______________________________, properly attested to and its corporate seal affixed by its duly authorized ____.

Attest:

Grantee:

By: ____

____

(Title)

Date of Execution of Grant Agreement by Grantee:

____

United States Of America
Rural Development

By: ____

Daniel Torres, Acting State Director

(Title)

Date of Execution of Grant Agreement by Rural Development:

____

oOo

HOUSING PRESERVATION GRANT AGREEMENT

This agreement dated October 1, 2017, is between City of Taylor (name), 400 Porter Street, Taylor Texas (address), the grantee, organized and operating under Texas Constitution Article 11 (authorizing State statute), and the United States of America acting through the Rural Development. Rural Development agrees to grant a sum not to exceed $ $50,000, subject to the terms and conditions of this agreement; provided, however, that the grant funds actually advanced and not needed for grant purposes shall be returned immediately to Rural Development. The Housing Preservation Grant (HPG) statement of activities approved by Rural Development, is attached, and shall commence within 10 days of the date of execution of this agreement by Rural Development and be completed by September 30, 2018 (date). Rural Development may terminate the grant in whole, or in part, at any time before the date of completion, whenever it is determined that the grantee has failed to comply with the conditions of this grant agreement or Rural Development regulations related hereto. The grantee may appeal adverse decisions in accordance with Rural Development's appeal procedures contained in Subpart B of Part 1900 of this chapter.

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(i) The grantee shall immediately refund to Rural Development any uncommitted balance of grant funds.

(ii) The grantee will furnish to Rural Development within 90 calendar days after the date of completion of the grant, SF-269 and all financial, performance, and other reports required as a condition of the grant, including a final audit report, as required by 7 CFR Parts 3015 and 3016.

(iii) The grantee shall account for any property acquired with HPG grant funds or otherwise received from Rural Development.

(iv) After the grant closeout, Rural Development retains the right to recover any disallowed costs which may be discovered as a result of an audit.

(b) When there is reasonable evidence that the grantee has failed to comply with the terms of this grant agreement, the State Director can, on reasonable notice, suspend the grant pending corrective action or terminate the grant in accordance with paragraph B, 18 (c) of this grant agreement. In such instances, Rural Development may reimburse the grantee for eligible costs incurred prior to the effective date of the suspension or termination and may allow all necessary and proper costs which the grantee could not reasonably avoid. Rural Development will withhold further advances and grantees are prohibited from further use of grant funds, pending corrective action.

(c) Grant termination will be based on the following:

(i) Termination for cause. This grant may be terminated in whole, or in part, at any time before the date of completion, whenever Rural Development determines that the grantee has failed to comply with the terms of this agreement. The reasons for termination may include, but are not limited to, such problems as:

(A) Failure to make reasonable and satisfactory progress in attaining grant objectives.

(B) Failure of grantee to use grant funds only for authorized purposes.

(C) Failure of grantee to submit adequate and timely reports of its operation.

(D) Violation of any of the provisions of any laws administered by Rural Development or any regulation issued thereunder.

(E) Violation of any nondiscrimination or equal opportunity requirement administered by Rural Development in connection with any Rural Development programs.

(F) Failure to maintain an accounting system acceptable to Rural Development.

(ii) Termination for convenience. Rural Development or the grantee may terminate the grant in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in case of partial termination, the portion to be terminated.

(d) Rural Development shall notify the grantee in writing of the determination and the reasons for and the effective date of the suspension or termination. Except for termination for convenience, grantees have the opportunity to appeal a suspension or termination under Rural Development's appeal procedure, Subpart B of Part 1900 of this chapter.

19. Upon any default under its representatives or agreements set forth in this instrument, the grantee, at the option and demand of Rural Development, will, to the extent legally permissible, repay to Rural Development forthwith the grant funds received with interest at the rate of 5 percent per annum from the date of the default. The provisions of this grant agreement may be enforced by Rural Development, at its options and without regard to prior waivers by it or previous defaults of the grantee, by judicial proceedings to require specific performance of the terms of this grant agreement or by such other proceedings in law or equity, in either Federal or State courts, as may be deemed necessary by Rural Development to assure compliance with the provisions of this grant agreement and the laws and regulations under which this grant is made.

20. Extension of this grant agreement, modifications of the statement of activities, or changes in the grantee's budget may be approved by Rural Development provided, in Rural Development's opinion, the extension or modification is justified and there is a likelihood that the grantee can accomplish the goals set out and approved in the statement of activities during the period of the extension and/or modifications as specified in §1944.684 of this subpart.

PART C Grantee agrees:

1. To comply with property management standards for expendable and nonexpendable personal property established by 7 CFR Parts 3015 and 3016.

2. To provide a financial management system which will include:

(a) Accurate, current, and complete disclosure of the financial results of each grant. Financial reporting will be on a cash basis. The financial management system shall include a tracking system to insure that all program income, including loan repayments, are used properly.

(b) Records which identify adequately the source and application of funds for grant-supported activities. Those records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.

(c) Effecting control over and accountability for all funds, property, and other assets. Grantee shall adequately safeguard all such assets and shall assure that they are solely for authorized purposes.

(d) Accounting records supported by source documentation.

3. To retain financial records, supporting documents, statistical records, and all other records pertinent to the grant for a period of at least 3 years after the submission of the final performance report, in accordance with paragraph B 10 (c) of this grant agreement, except in the following situations:

(a) If any litigation, claim, audit, or investigation is commenced before the expiration of the 3-year period, the records shall be retained until all litigations, claims, audit, or investigative findings involving the records have been resolved.

(b) Records for nonexpendable property acquired by Rural Development, the 3-year retention requirement is not applicable.

(c) When records are transferred to or maintained by Rural Development, the 3-year retention requirement is not applicable.

(d) Microfilm copies may be substituted in lieu of original records. Rural Development and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the grantee which are pertinent to the specific grant program for the purpose of making audits, examinations, excerpts, and transcripts.

4. To provide information as requested by Rural Development concerning the grantee's actions in soliciting citizen participation in the applications process, including published notices of public meetings, actual public meetings held, and content of written comments received.

5. Not to encumber, transfer, or dispose of the property or any part thereof, furnished by Rural Development or acquired wholly or in part with HPG funds without the written consent of Rural Development.

6. To provide Rural Development with such periodic reports of grantee operations as may be required by authorized representatives of Rural Development.

7. To execute Form RD 400-1, and to execute any other agreements required by Rural Development to implement the civil rights requirements.

8. To include in all contracts in excess of $100,000, a provision for compliance with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, 42 U.S.C. §1875C-9, as amended. Violations shall be reported to Rural Development and the Regional Office of the Environmental Protection Agency.

9. That no member of Congress shall be admitted to any share or part of this grant or any benefit that may arise therefrom, but this provision shall not be construed to bar as a contractor under the grant a public-held corporation whose ownership might include a member of Congress.

10. That all nonconfidential information resulting from its activities shall be made available to the general public on an equal basis.

11. That the purpose for which this grant is made may complement, but shall not duplicate programs for which monies have been received, are committed, or are applied for from other sources, public and private.

12. That the grantee shall relinquish any and all copyrights and/or privileges to the materials developed under this grant, such material being the sole property of the Federal Government. In the event anything developed under this grant is published in whole or in part, the material shall contain a notice and be identified by language to the following effect: "The material is the result of tax-supported research and as such is not copyrightable. It may be freely reprinted with the customary crediting of the source."

13. That the grantee shall abide by the policies promulgated in 7 CFR Parts 3015 or 3016, as applicable, which provides standards for use by grantees in establishing procedures for the procurement of supplies, equipment, and other services with Federal grant funds.

14. That it is understood and agreed that any assistance granted under this grant agreement will be administered subject to the limitations of Title V of the Housing Act of 1949, as amended, 42 U.S.C 1471, et. seq., and related regulations, and that all rights granted to Rural Development herein or elsewhere may be exercised by it in its sole discretion to carry our the purposes of the assistance, and protect Rural Development's financial interest.

15. That the grantee will adopt a standard of conduct that provides that, if an employee, officer, or agency of the grantee, or such person's immediate family members conducts business with the grantee, the grantee must not:

(a) Participate in the selection, award, or administration of a contract to such persons for which Federal funds are used;

(b) Knowingly permit the award or administration of the contract to be delivered to such persons or other immediate family members or to any entity (i.e., partnerships, corporations, etc.) in which such persons or their immediate family members have an ownership interest; or

(c) Permit such person to solicit or accept gratuities, favors, or anything of monetary value from landlords or developers of rental or ownership housing projects or any other person receiving HPG assistance.

16. That the grantee will be in compliance with and provide the necessary forms concerning the Debarment and Suspension and the Drug-free Workplace requirements found in §1944.654 of this subpart.

17. That the grantee will comply with the requirements in respect to rental properties and cooperatives (co-ops) and will execute an agreement with the owners or co-op as found in §§1944.662 and 1944.663 of this subpart, specifically:

(a) If the co-op or rental property owner(s) or their successors in interest fail to carry out the requirements of this grant agreement, the ownership agreement, or any requirements noted in this subpart during the applicable period, they shall make a payment to Rural Development in an amount that equals the total amount of the assistance provided by the grantee plus interest thereon (without compounding) for each year and any fraction thereof that the assistance was outstanding The interest rate shall be that as determined by Rural Development at the time of infraction taking into account the average yield on outstanding marketable long-term obligations of the United States during the month preceding the date on which the assistance was initially made available.

(b) Notwithstanding any other provision of law, any assistance provided shall constitute a debt, which is payable in the case of any failure to carry out the agreement between the grantee and the rental property owner(s) or co-op and shall be secured by the security instruments provided by them to Rural Development.

18. That all requirements of this subpart concerning HPG's will be followed.

PART D Rural Development agrees:

1. That it will assist the grantee, within available appropriations, with such technical and management assistance as needed in coordinating the statement of activities with local officials, comprehensive plans, and any State or area plans for improving housing for very low- and low-income households in the area in which the project or program is located.

2. That at its sole discretion, Rural Development may at any time give any consent, deferment, subordination, release, satisfaction, or termination of any or all of the grantee's grant obligations, with or without valuable consideration, upon such terms and conditions as the grantor may determine to be:

(a) Advisable to further the purposes of the grant or to protect Rural Development's financial interests therein; and

(b) Consistent with the statutory purposes of the grant and the limitations of the statutory authority under which it is made and Rural Development's regulations.

PART E Attachments:

The statement of activities is attached to and made a part of this grant agreement.

This grant agreement is subject to current Rural Development regulations and any future regulations not inconsistent with the express terms hereof. Grantee has caused this grant agreement to be executed by its duly authorized City Manager, properly attested to and its corporate seal affixed by its duly authorized City Clerk.

Attest:

Grantee:

By: Isaac D. Turner

Isaac D. Turner, City Manager, City of Taylor

(Title)

Date of Execution of Grant Agreement by Grantee:

September 22, 2017

United States Of America
Rural Development

By: ____________________

Daniel Torres, Acting State Director

(Title)

Date of Execution of Grant Agreement by Rural Development:

____

oOo

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

City Council Meeting
September 28, 2017

Agenda Item #: **7**

Agenda Title: Concur with preliminary financials for August, 2017.

Council Action to be taken: Approve by consent

Department Submitted: Finance Department

Staff Contact: Rosemarie Dennis, Finance Director

1. PURPOSE/DESCRIPTION

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

2. STAFF ANALYSIS AND RECOMMENDATION (Why and How)

The reporting period covered for is the month of August 2017. 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, 2017:

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

General Fund:

	Revenue			Expenditures			
	Adopted Budget (Amended)	Actual Y-T-D	% Y-T-D	Adopted Budget (Amended)	Actual Y-T-D	% Y-T-D	Net Profit/Loss
General Fund	$12,536,749	$ 10,969,734	88%	$ 12,781,431	$ 10,472,227	82%	$ 497,507

- Collection of Ad Valorem Taxes as of August is $5,721,283. This includes the TIF portion of $164,229 that is allocated in the TIF Fund. The General Fund portion for operation and maintenance $5,557,054. This is an increase of $415,258 or 8%

from prior year. This is increase is mainly due to increase in property values. Delinquent taxes and Penalty fee collections total $91,387, down by $6,389 or 6.5% when compared to this same time last year.

- Sales tax collection for August is $255,613 for the City's portion. This is a decrease of $39,407 or 13.4% from this same period last year. This decrease is a result of an audit in which an overpayment was made by a business and a refund was issued by the State Comptroller's office. Year-to-date collections are reported to be at $2,730,666 up by $71,624 or 2.7% when compared to this same period last year. This makes the second consecutive month this fiscal year that we did not meet the budget estimate, down by $58,711 or 2.2% year to date.

- Franchise taxes are at $632,494, slightly up by $4,880 when compared to this same time last year. Slight increases are seen in electric, gas, mixed beverage drinks and peg fees when compared to last year.

- Permits and Licenses revenue category is reported at $315,750. This is an increase over this same time last year by $51,072 or 19.2%. This is due to new and development improvements within the City.

- Charges for services increased from this same time last year by $71,064 or 37.8%. This is attributed to an increase in revenue collected for plan review, engineering inspections and police services.

- Total revenues as of August is $10,969,734 which is at 88% of the total budget for this fund. Three are outstanding transfers from other funds that will be completed in September in the amount of $724,400.

- Expenditures are reported to be at $10,472,227 which is at 82% of the total budget for this fund. All departments are operating within acceptable levels and are within budget. Revenues exceed expenditures by $497,507. Overall, the General Fund is performing as anticipated.

Special Revenue Funds;

	Revenue			Expenditures			
	Adopted Budget (Amended)	Actual Y-T-D	% Y-T-D	Adopted Budget (Amended)	Actual Y-T-D	% Y-T-D	Net Profit/Loss
Special Revenues							
- Tax Increment Fund (TIF)	$ 264,080	$ 265,364	100%	$ 250,791	$ 197,177	79%	$ 68,187
- Hotel/Motel Tax	$ 75,000	$ 75,641	101%	$ 88,000	$ 68,750	78%	$ 6,891
- Main St. Revenue	$ 95,700	$ 62,862	66%	$ 90,377	$ 60,770	67%	$ 2,092
- Municipal Court Sec/Tech	$ 28,470	$ 29,419	103%	$ 16,499	$ 15,289	93%	$ 14,130
- Library Grants/Donations	$ 1,380	$ 9,653	699%	$ 22,600	$ 11,773	52%	$ (2,120)
Subtotal	$ 464,630	$ 442,939	95%	$ 468,267	$ 353,759	76%	$ 89,180

- Revenues in the TIF are from interest earnings for the funds being held in TexPool and the Property tax collect from the TIF District. This includes the City's portion of property tax collected of $164,229 and the Williamson County tax portion of $97,351. Interest income earned is $3,783. Expenditures include payments for the design of the Gateway signs, Heritage Square Park signs totaling $49,677, transfers to the Main Street Fund of $22.500 for façade grants and $125,000 for an obligation on an economic development agreement. Revenues exceeds expenditures by $68,187.

- Hotel occupancy tax collection year-to-date from the lodging providers as of August is $74,641. This is an increase when compared to this same time last year by $2,763 or 3.8%. Expenditures include payments to the Chamber in the amount of $50,000 which the Chamber has reached the maximum amount that can be received annually. A transfer to the Main Street of $3,750 to be used for advertisement and a payment made to the Taylor Marketing Partnership of $15,000. Revenues exceeds expenditures by $5,891.

- Main Street revenues are generated from sales and other fund raising activities, such as spooktacular, Taylor book sales, booth space for the Christmas, Wine Swirl and transfers in from other funds. As of the August, sales and other fundraising activities collection are reported to be at $25,662. Transfers from other funds year-to date is $37,200, which are from the TIF, Hotel/Motel Fund and General Fund. Expenditures consist of Taylor city sponsored events $6,607, Blackland Prairie Days $14,172 façade grants $12,080, rental assistance grants $27,911. The Rental Assistance Program has assisted ten (10) businesses located in the downtown area. Revenues exceeds expenditures by $5,193.

- Municipal Court Security, Technology and Judicial revenues collected as of August are at $29,419. Expenditures in the security category are $3,951 for bailiff duties performed in the Municipal Court; technology category are $4,500 software maintenance; judicial category are $6,047 for temporary help in the court.

- Library Donation Fund reflects revenues that are from grants, donations and interest income. Year-to-date three (3) grants were received for a total of $4,610 which will be used to purchase items for the Library such as books and other contract services for Library programs. This remains unchanged from the last reporting period. All other revenue collected totaled $5,043. Expenditures are for the purchase of digital and paper books, magazine subscription and program activities in the amount of $11,773.

Proprietary Funds:

	Revenue			Expenditures			
	Adopted Budget (Amended)	Actual Y-T-D	% Y-T-D	Adopted Budget (Amended)	Actual Y-T-D	% Y-T-D	Net Profit/Loss
Sanitation Fund	$ 1,597,160	$ 1,405,933	88%	$ 1,528,450	$ 1,388,773	91%	$ 17,160
Utility Fund	$ 9,165,607	$ 7,665,650	84%	$ 8,034,159	$ 5,759,355	72%	$ 1,906,295
Airport Fund	$ 424,563	$ 330,610	78%	$ 397,082	$ 294,976	74%	$ 35,634
Cemetery Op. Fund	$ 147,860	$ 101,261	68%	$ 177,444	$ 149,677	84%	$ (48,416)

- Sanitation Fund- As of August, solid waste collections are reported to be at $1,183,624 with solid waste franchise fees at $222,310. Keeping in mind that billing is completed one month in arrears, for this reason revenues do lag behind. Expenditures are reflective of the City's solid waste provider's charges of $1,263,224, bad debt $2,399 and transfer to the General Fund of $123,150.

- Utility Fund- Water sales are at $3,393,253 as of August with sewer sales at $3,333,407. This represents 88% of total revenues in the Utility Fund. Water and sewer sales are up by $802,948 or 13.6% over the same period last year. This increase is a direct result from the Cost of Service/Rate Study that was performed by Black and Veatch as part of the 5-Year Long-Term Financial Plan. Water Wholesale water sales are at $462,395 which comes from the three entities that purchase water from the City. Expenditures are at $5,759,355 with all departments operating well within operating levels. Other expenditures such as capital improvements that are paid with Utility Funds are not reflective in the financial statements. These expenditure are reported on the balance sheet as work in progress. This amount is $565,763 which brings the expenditure to a total of $6,325,188 and decrease revenues over expenditure to $1,340,533.

- Airport Fund- Revenues consist of hanger rental, sale of fuel and late fees. Total revenues are report at $330,610 which is a decrease from prior year by $63,145 or 16%. This is due to the decrease in fuel sales which has a direct impact on the cost of fuel which has decreased in both revenues and expenditures. Expenditures are at $294,976, with revenues are over expenditures by $35,634.

- Cemetery Fund- Grave digging service and cemetery lot sales revenues are performing below acceptable levels with expenditures performing as anticipated. This fund was budgeted at a deficit and taking from fund balance. Staff will be working on a plan that will take some months to formulate a resolution for this fund. Staff will continue to monitor this fund.

Other Funds:

	Revenue			Expenditures			
	Adopted Budget (Amended)	Actual Y-T-D	% Y-T-D	Adopted Budget (Amended)	Actual Y-T-D	% Y-T-D	Net Profit/Loss
Roadway Impact Fund	$ 40,785	$ 49,621	122%	-	-	0%	$ 49,621
Transportation Fund	$ 773,916	$ 673,356	87%	15,800	48,296	100%	$ 625,060
MDUS	$ 335,280	$ 281,418	84%	$ 319,725	240,974	75%	$ 40,444
Utility Impact Fund	$ 75,000	$ 230,169	307%	-	-	0%	$ 230,169

- Roadway Impact Fund- Due to new development $49,621 in fees were collected as of August. The fees collected are for funding and recouping the costs of capital improvements or facility expansions necessitated by and attributed to new development within the city.

- Transportation User Fees collected year-to-date is $673,356 which is 87% to the total budget for this fund. Expenditures year-to- date are from write offs for bad debt, payment on a contractual obligation and street materials for street maintenance.

- MDUS Fund- $278,065 represents drainage fees as of August with late fees at $3,353. Just like the Sanitation and Utility Fund billing is done one month behind. Expenditures are the quarterly transfers for debt payments, bank fees, write offs, and the General Fund transfer which represents $235,974. $5,500 was paid to Halff & Associates for the assisting the City with the loan application with the Texas Water Development Board.

- Utility Impact Fund- Revenues are from water and sewer impact fees collected from developers in the amount of $230,169 which exceeds the budget amount by $155,169. This is due to the new development by KB Homes. No expenditure activity is budgeted in this fund.

Internal Service Funds:

	Revenue			Expenditures			
	Adopted Budget (Amended)	Actual Y-T-D	% Y-T-D	Adopted Budget (Amended)	Actual Y-T-D	% Y-T-D	Net Profit/Loss
Fleet Service Operating Fund	$ 629,369	$ 573,093	91%	$ 629,369	$ 601,498	96%	$ (28,405)
Fleet Replacement Fund	$ 821,046	$ 792,290	96%	$ 821,826	621,076	76%	$ 171,214

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

  Fleet Service Operating Fund reflects expenditures exceeding revenues by $28,405. This is due to ongoing repairs. During the month of July and August, there been major repairs to three of the Fire Apparatus along with the annual aerial and pump testing.

  Fleet Replacement Fund reflect revenues over expenditure by $171,214. This includes proceeds from the financing of $320,000 to purchase trucks in this fiscal year. There are pending vehicles that are expected to arrive within the next few weeks that have not been paid.

3. FUNDING SOURCE

N/A

4. TIMELINE CONSIDERATIONS

Immediate consideration.

5. OTHER OPTIONS (In order of preference)

N/A

6. ATTACHMENTS

7a. Preliminary Financials as of August 2017:

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

Monthly Finance Report as of :

August 2017

08/31/17

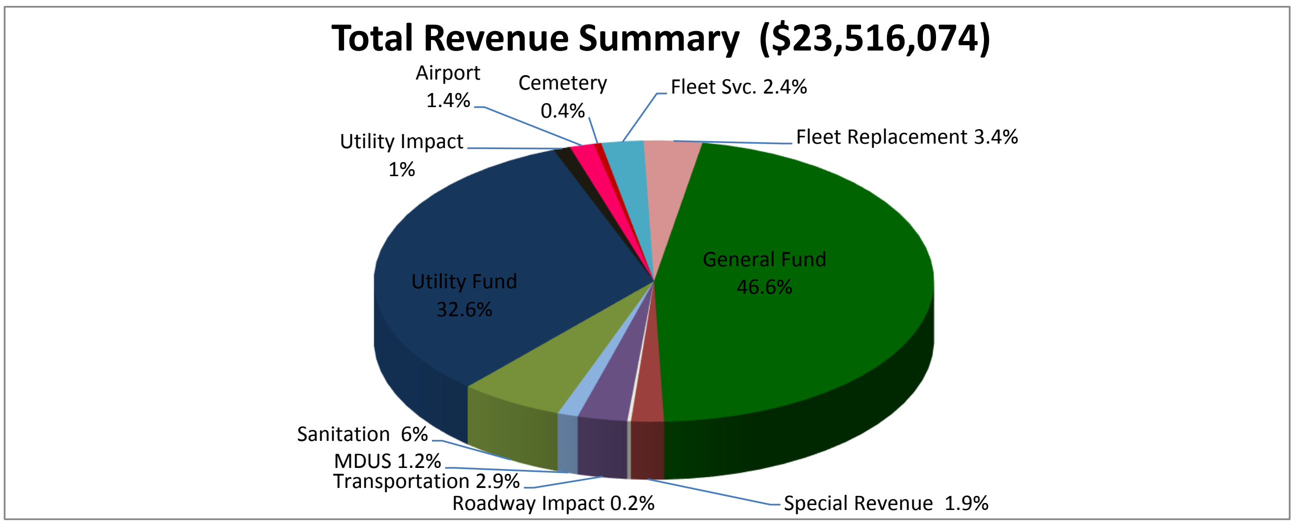
Attachment A

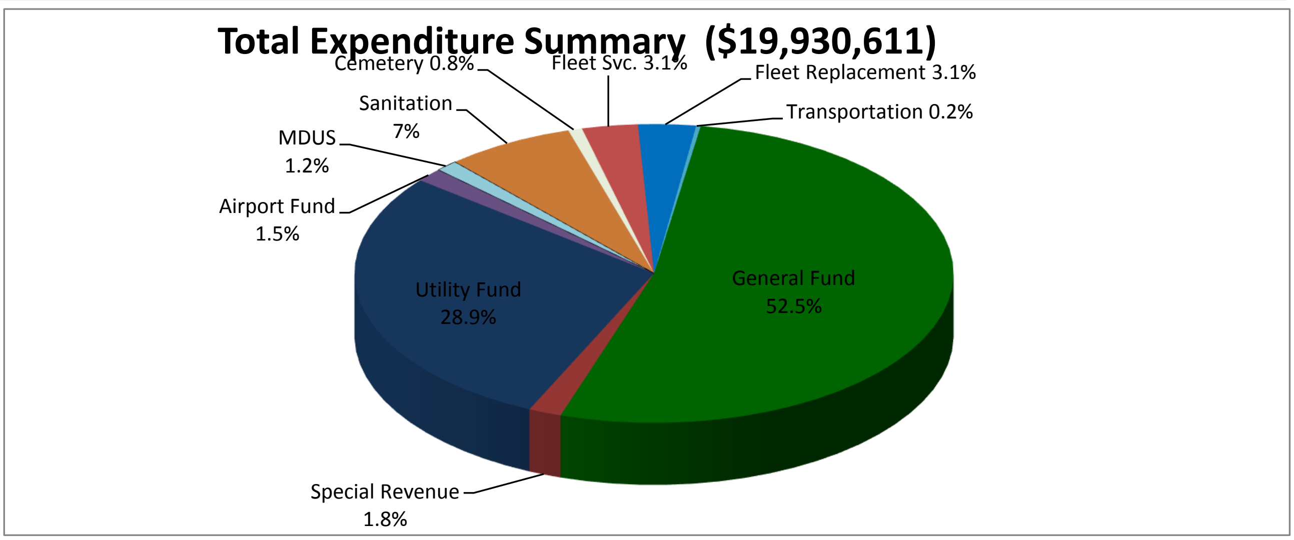
Financial Summary

Summary Revenue/Expenditures

Preliminary Year-to-Date as of August 31, 2017

	Revenue: Adopted Budget (Amended)	Revenue: Actual Y-T-D	% Y-T-D	Expenditures: Adopted Budget (Amended)	Expenditures: Actual Y-T-D	% Y-T-D	Net Profit/Loss
General Fund	$12,536,749	$ 10,969,734	88%	$ 12,781,431	$ 10,472,227	82%	$ 497,507
Special Revenues							
- Tax Increment Fund (TIF)	$ 264,080	$ 265,364	100%	$ 250,791	$ 197,177	79%	$ 68,187
- Hotel/Motel Tax	$ 75,000	$ 75,641	101%	$ 88,000	$ 68,750	78%	$ 6,891
- Main St. Revenue	$ 95,700	$ 62,862	66%	$ 90,377	$ 60,770	67%	$ 2,092
- Municipal Court Sec/Tech	$ 28,470	$ 29,419	103%	$ 16,499	$ 15,289	93%	$ 14,130
- Library Grants/Donations	$ 1,380	$ 9,653	699%	$ 22,600	$ 11,773	52%	$ (2,120)
Subtotal	$ 464,630	$ 442,939	95%	$ 468,267	$ 353,759	76%	$ 89,180
Roadway Impact Fund	$ 40,785	$ 49,621	122%	-	-	0%	$ 49,621
Transportation Fund	$ 773,916	$ 673,356	87%	15,800	48,296	100%	$ 625,060
MDUS	$ 335,280	$ 281,418	84%	$ 319,725	240,974	75%	$ 40,444
Sanitation Fund	$ 1,597,160	$ 1,405,933	88%	$ 1,528,450	$ 1,388,773	91%	$ 17,160
Utility Fund	$ 9,165,607	$ 7,665,650	84%	$ 8,034,159	$ 5,759,355	72%	$ 1,906,295
Utility Impact Fund	$ 75,000	$ 230,169	307%	-	-	0%	$ 230,169
Airport Fund	$ 424,563	$ 330,610	78%	$ 397,082	$ 294,976	74%	$ 35,634
Cemetery Op. Fund	$ 147,860	$ 101,261	68%	$ 177,444	$ 149,677	84%	$ (48,416)
Fleet Service Operating Fund	$ 629,369	$ 573,093	91%	$ 629,369	$ 601,498	96%	$ (28,405)
Fleet Replacement Fund	$ 821,046	$ 792,290	96%	$ 821,826	621,076	76%	$ 171,214
Total	**$27,011,965**	**$ 23,516,074**	**87%**	**$ 25,173,553**	**$ 19,930,611**	**79%**	**$ 3,568,303**





08/31/17

Attachment B

Financial Summaries by Fund

General Fund
Special Revenue Funds

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

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

FINANCIAL STATEMENT

AS OF: AUGUST 31ST, 2017

100-GENERAL FUND

FINANCIAL SUMMARY

ACCT # ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
310-TAXES	9,450,660.00	384,137.80	9,011,704.69	95.36	0.00	438,955.31
320-PERMITS AND LICENSES	272,931.00	33,494.65	315,749.50	115.69	0.00	(42,818.50)
330-INTERGOVERNMENTAL REV	141,313.00	111.35	68,382.14	48.39	0.00	72,930.86
340-CHARGES FOR SERVICES	313,940.00	15,201.74	258,967.68	82.49	0.00	54,972.32
410-FINES AND FORFEITURES	301,563.00	18,722.98	241,261.19	80.00	0.00	60,301.81
420-ASSESSMENTS	16,875.00	(16,746.09)	20,452.98	121.20	0.00	(3,577.98)
430-USE OF MONEY AND PROP	414,767.00	29,246.35	145,484.67	35.08	0.00	269,282.33
440-DONATIONS FROM PRIVAT	5,900.00	50.00	10,850.09	183.90	0.00	(4,950.09)
450-INTERFUND OPERATING T	1,618,800.00	0.00	894,400.00	55.25	0.00	724,400.00
460-PROCEEDS GEN FIXED AS	0.00	0.00	2,481.10	0.00	0.00	(2,481.10)
470-PROCEEDS GEN LONG TER	0.00	0.00	0.00	0.00	0.00	0.00
*** TOTAL REVENUES ***	12,536,749.00	464,218.78	10,969,734.04	87.50	0.00	1,567,014.96
EXPENDITURE SUMMARY						
500-CITY COUNCIL	142,984.00	14,908.54	125,524.41	87.79	0.00	17,459.59
501-CITY MANAGEMENT	554,553.00	46,398.66	494,017.44	89.08	0.00	60,535.56
503-PUBLIC INFORMATION	127,643.00	6,796.78	118,035.74	92.47	0.00	9,607.26
504-HUMAN RESOURCES	217,909.00	15,024.29	193,483.38	88.79	0.00	24,425.62
512-FINANCIAL SERVICES	712,067.00	22,304.78	519,614.05	72.97	0.00	192,452.95
516-MUNICIPAL COURT	299,199.00	23,108.09	275,678.10	92.14	0.00	23,520.90
522-DEVELOPMENT SERVICES	741,651.00	50,366.04	592,969.97	80.34	2,900.00	145,781.03
524-MAIN STREET PROGRAM	86,129.00	4,909.20	78,277.05	90.88	0.00	7,851.95
527-MOODY MUSEUM	6,691.00	349.64	4,399.05	65.75	0.00	2,291.95
532-PUBLIC LIBRARY	467,681.00	40,376.33	405,032.37	87.17	2,637.07	60,011.56
542-FIRE SUPPRESSION/EMER	2,385,715.00	174,261.54	2,075,999.36	87.51	11,628.22	298,087.42
552-POLICE FIELD SERVICES	3,176,186.00	235,850.64	2,770,218.47	87.46	7,831.38	398,136.15
558-ANIMAL CONTROL SECTIO	237,791.00	13,747.98	178,003.89	74.86	0.00	59,787.11
563-STREET & GROUND MAIN	1,321,886.00	91,225.71	1,119,768.93	84.82	1,417.03	200,700.04
565-PARKS & RECREATION	810,013.00	84,226.45	731,817.42	91.85	12,209.49	65,986.09
566-INTERNAL SVCS/BLDG	424,169.00	26,848.81	392,646.64	92.57	0.00	31,522.36
573-ENGINEERING & INSPECT	74,612.00	3,448.54	39,016.40	52.29	0.00	35,595.60
575-INTERNAL SVC/IT DEPT	116,171.00	8,121.82	100,849.36	86.81	0.00	15,321.64
592-NON-DEPARTMENTAL	878,381.00	19,274.12	256,874.59	29.24	0.00	621,506.41
*** TOTAL EXPENDITURES ***	12,781,431.00	881,547.96	10,472,226.62	82.24	38,623.19	2,270,581.19
*** TOTAL PROFIT / (LOSS) ***	(244,682.00)	(417,329.18)	497,507.42	187.54-	(38,623.19)	(703,566.23)

FINANCIAL STATEMENT

AS OF: AUGUST 31ST, 2017

119-TIF (TAX INCREMENT FUND)

FINANCIAL SUMMARY

ACCT # ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
310-TAXES	164,229.00	0.00	164,229.33	100.00	0.00	(0.33)
330-INTERGOVERNMENTAL REV	97,351.00	0.00	97,351.31	100.00	0.00	(0.31)
430-USE OF MONEY AND PROP	2,500.00	560.27	3,783.02	151.32	0.00	(1,283.02)
*** TOTAL REVENUES ***	264,080.00	560.27	265,363.66	100.49	0.00	(1,283.66)
EXPENDITURE SUMMARY						
520-TIF EXPENSES	250,791.00	5,069.58	197,176.67	78.62	0.00	53,614.33
*** TOTAL EXPENDITURES ***	250,791.00	5,069.58	197,176.67	78.62	0.00	53,614.33
*** TOTAL PROFIT / (LOSS) ***	13,289.00	(4,509.31)	68,186.99	513.11	0.00	(54,897.99)

FINANCIAL STATEMENT

AS OF: AUGUST 31ST, 2017

120-HOTEL/MOTEL FUND

FINANCIAL SUMMARY

ACCT # ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
310-TAXES	75,000.00	7,658.96	74,641.26	99.52	0.00	358.74
420-ASSESSMENTS	0.00	0.00	0.00	0.00	0.00	0.00
430-USE OF MONEY AND PROP	0.00	0.00	0.00	0.00	0.00	0.00
*** TOTAL REVENUES ***	75,000.00	7,658.96	74,641.26	99.52	0.00	358.74
EXPENDITURE SUMMARY						
612-HOTEL/MOTEL TAX	88,000.00	10,993.37	68,750.00	78.13	0.00	19,250.00
*** TOTAL EXPENDITURES ***	88,000.00	10,993.37	68,750.00	78.13	0.00	19,250.00
*** TOTAL PROFIT / (LOSS) ***	(13,000.00)	(3,334.41)	5,891.26	45.32-	0.00	(18,891.26)

FINANCIAL STATEMENT

AS OF: AUGUST 31ST, 2017

123-MAIN STREET REVENUE FUND

FINANCIAL SUMMARY

ACCT # ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
330-INTERGOVERNMENTAL REV	0.00	0.00	0.00	0.00	0.00	0.00
430-USE OF MONEY AND PROP	0.00	0.00	0.00	0.00	0.00	0.00
440-DONATIONS FROM PRIVAT	31,500.00	21.99	25,661.96	81.47	0.00	5,838.04
450-INTERFUND OPERATING T	64,200.00	0.00	37,200.00	57.94	0.00	27,000.00
*** TOTAL REVENUES ***	95,700.00	21.99	62,861.96	65.69	0.00	32,838.04
EXPENDITURE SUMMARY						
615-CONTRIBUTE TO CIVIC P	90,377.00	3,123.23	60,770.35	67.24	0.00	29,606.65
*** TOTAL EXPENDITURES ***	90,377.00	3,123.23	60,770.35	67.24	0.00	29,606.65
*** TOTAL PROFIT / (LOSS) ***	5,323.00	(3,101.24)	2,091.61	39.29	0.00	3,231.39

FINANCIAL STATEMENT

AS OF: AUGUST 31ST, 2017

125-MUNICIPAL CRT SPECIAL FEE

FINANCIAL SUMMARY

ACCT # ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
410-FINES AND FORFEITURES	13,900.00	1,175.12	14,849.62	106.83	0.00	(949.62)
450-INTERFUND OPERATING T	14,570.00	0.00	14,569.64	100.00	0.00	0.36
*** TOTAL REVENUES ***	28,470.00	1,175.12	29,419.26	103.33	0.00	(949.26)
EXPENDITURE SUMMARY						
625-MUNICIPAL COURT BLDG	5,999.00	923.76	4,742.10	79.05	0.00	1,256.90
626-MUNICIPAL CRT TECHNO	4,500.00	0.00	4,500.00	100.00	0.00	0.00
627-MUN COURT JUDICIAL	6,000.00	0.00	6,046.63	100.78	0.00	(46.63)
*** TOTAL EXPENDITURES ***	16,499.00	923.76	15,288.73	92.66	0.00	1,210.27
*** TOTAL PROFIT / (LOSS) ***	11,971.00	251.36	14,130.53	118.04	0.00	(2,159.53)

FINANCIAL STATEMENT

AS OF: AUGUST 31ST, 2017

129-LIBRARY GRANT/DONATION

FINANCIAL SUMMARY

ACCT # ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
330-INTERGOVERNMENTAL REV	0.00	0.00	4,610.20	0.00	0.00	(4,610.20)
430-USE OF MONEY AND PROP	880.00	256.76	2,033.29	231.06	0.00	(1,153.29)
440-DONATIONS FROM PRIVAT	500.00	0.00	3,010.00	602.00	0.00	(2,510.00)
*** TOTAL REVENUES ***	1,380.00	256.76	9,653.49	699.53	0.00	(8,273.49)
EXPENDITURE SUMMARY						
624-LIBRARY	22,600.00	2,402.23	11,773.36	52.09	0.00	10,826.64
*** TOTAL EXPENDITURES ***	22,600.00	2,402.23	11,773.36	52.09	0.00	10,826.64
*** TOTAL PROFIT / (LOSS) ***	(21,220.00)	(2,145.47)	(2,119.87)	9.99	0.00	(19,100.13)

FINANCIAL STATEMENT

AS OF: AUGUST 31ST, 2017

200-ROADWAY IMPACT FEE FUND

FINANCIAL SUMMARY

ACCT # ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
420-ASSESSMENTS	40,785.00	31,233.57	49,620.79	121.66	0.00	(8,835.79)
*** TOTAL REVENUES ***	40,785.00	31,233.57	49,620.79	121.66	0.00	(8,835.79)
	==============	==============	==============	======	==============	==============
EXPENDITURE SUMMARY						
631-ROADWAY IMPACT FEE	0.00	0.00	0.00	0.00	0.00	0.00
*** TOTAL EXPENDITURES ***	0.00	0.00	0.00	0.00	0.00	0.00
	==============	==============	==============	======	==============	==============
*** TOTAL PROFIT / (LOSS) ***	40,785.00	31,233.57	49,620.79	121.66	0.00	(8,835.79)
	==============	==============	==============	======	==============	==============

FINANCIAL STATEMENT

AS OF: AUGUST 31ST, 2017

210-TRANSPORTATION FUND

FINANCIAL SUMMARY

ACCT # ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
340-CHARGES FOR SERVICES	773,916.00	65,687.90	673,356.16	87.01	0.00	100,559.84
*** TOTAL REVENUES ***	773,916.00	65,687.90	673,356.16	87.01	0.00	100,559.84
EXPENDITURE SUMMARY						
632-TRANSPORTATION	266,100.00	10,131.66	48,296.16	18.40	665.86	217,137.98
*** TOTAL EXPENDITURES ***	266,100.00	10,131.66	48,296.16	18.40	665.86	217,137.98
*** TOTAL PROFIT / (LOSS) ***	507,816.00	55,556.24	625,060.00	122.96	(665.86)	(116,578.14)

FINANCIAL STATEMENT

AS OF: AUGUST 31ST, 2017

300-MUNICIPAL DRAINAGE UTILIT

FINANCIAL SUMMARY

ACCT # ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
330-INTERGOVERNMENTAL REV	0.00	0.00	0.00	0.00	0.00	0.00
340-CHARGES FOR SERVICES	335,280.00	27,423.10	281,418.27	83.94	0.00	53,861.73
430-USE OF MONEY AND PROP	0.00	0.00	0.00	0.00	0.00	0.00
460-PROCEEDS GEN FIXED AS	0.00	0.00	0.00	0.00	0.00	0.00
470-PROCEEDS GEN LONG TER	0.00	0.00	0.00	0.00	0.00	0.00
*** TOTAL REVENUES ***	335,280.00	27,423.10	281,418.27	83.94	0.00	53,861.73
EXPENDITURE SUMMARY						
750-MUNICIPAL DRAINAGE	319,725.00	0.00	240,974.20	75.37	0.00	78,750.80
*** TOTAL EXPENDITURES ***	319,725.00	0.00	240,974.20	75.37	0.00	78,750.80
*** TOTAL PROFIT / (LOSS) ***	15,555.00	27,423.10	40,444.07	260.01	0.00	(24,889.07)

FINANCIAL STATEMENT

AS OF: AUGUST 31ST, 2017

320-SANITATION FUND

FINANCIAL SUMMARY

ACCT # ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
310-TAXES	227,160.00	14,168.51	222,309.57	97.86	0.00	4,850.43
340-CHARGES FOR SERVICES	1,370,000.00	114,895.68	1,183,623.66	86.40	0.00	186,376.34
*** TOTAL REVENUES ***	1,597,160.00	129,064.19	1,405,933.23	88.03	0.00	191,226.77
	==============	==============	==============	======	==============	==============
EXPENDITURE SUMMARY						
721-SANITATION/GARBAGE	1,528,450.00	229,776.81	1,388,773.11	90.86	0.00	139,676.89
*** TOTAL EXPENDITURES ***	1,528,450.00	229,776.81	1,388,773.11	90.86	0.00	139,676.89
	==============	==============	==============	======	==============	==============
*** TOTAL PROFIT / (LOSS) ***	68,710.00	(100,712.62)	17,160.12	24.97	0.00	51,549.88
	==============	==============	==============	======	==============	==============

FINANCIAL STATEMENT

AS OF: AUGUST 31ST, 2017

340-PUBLIC UTILITIES FUND

FINANCIAL SUMMARY

ACCT # ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
320-PERMITS AND LICENSES	0.00	0.00	325.00	0.00	0.00	(325.00)
330-INTERGOVERNMENTAL REV	0.00	0.00	0.00	0.00	0.00	0.00
340-CHARGES FOR SERVICES	9,071,472.00	791,770.01	7,564,946.11	83.39	0.00	1,506,525.89
420-ASSESSMENTS	33,960.00	397.10	32,722.92	96.36	0.00	1,237.08
430-USE OF MONEY AND PROP	59,175.00	7,356.85	67,059.12	113.32	0.00	(7,884.12)
450-INTERFUND OPERATING T	0.00	0.00	0.00	0.00	0.00	0.00
460-PROCEEDS GEN FIXED AS	1,000.00	80.49	597.09	59.71	0.00	402.91
470-PROCEEDS GEN LONG TER	0.00	0.00	0.00	0.00	0.00	0.00
*** TOTAL REVENUES ***	9,165,607.00	799,604.45	7,665,650.24	83.63	0.00	1,499,956.76
EXPENDITURE SUMMARY						
701-UTILITIES ADMINISTRAT	426,129.00	29,032.06	345,165.46	81.00	0.00	80,963.54
706-WASTEWATER TREATMENT	559,233.00	35,280.64	463,351.02	82.99	773.44	95,108.54
708-UTILITY DISTRIBUTION/	1,342,342.00	76,830.01	1,058,084.06	79.59	10,316.70	273,941.24
709-UTILITIES NON-DEPARTM	5,706,455.00	269,775.69	3,892,754.01	68.22	0.00	1,813,700.99
*** TOTAL EXPENDITURES ***	8,034,159.00	410,918.40	5,759,354.55	71.82	11,090.14	2,263,714.31
*** TOTAL PROFIT / (LOSS) ***	1,131,448.00	388,686.05	1,906,295.69	167.50	(11,090.14)	(763,757.55)

FINANCIAL STATEMENT

AS OF: AUGUST 31ST, 2017

345-UTILITY IMPACT FEE FUND

FINANCIAL SUMMARY

ACCT # ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
340-CHARGES FOR SERVICES	75,000.00	31,967.00	230,169.50	306.89	0.00	(155,169.50)
*** TOTAL REVENUES ***	75,000.00	31,967.00	230,169.50	306.89	0.00	(155,169.50)
	==============	==============	==============	======	==============	==============
EXPENDITURE SUMMARY						
592-NON-DEPARTMENTAL	0.00	0.00	0.00	0.00	0.00	0.00
*** TOTAL EXPENDITURES ***	0.00	0.00	0.00	0.00	0.00	0.00
	==============	==============	==============	======	==============	==============
*** TOTAL PROFIT / (LOSS) ***	75,000.00	31,967.00	230,169.50	306.89	0.00	(155,169.50)
	==============	==============	==============	======	==============	==============

FINANCIAL STATEMENT

AS OF: AUGUST 31ST, 2017

350-AIRPORT FUND

FINANCIAL SUMMARY

ACCT # ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
330-INTERGOVERNMENTAL REV	0.00	0.00	0.00	0.00	0.00	0.00
340-CHARGES FOR SERVICES	420,263.00	30,502.56	325,776.15	77.52	0.00	94,486.85
420-ASSESSMENTS	0.00	0.00	0.00	0.00	0.00	0.00
430-USE OF MONEY AND PROP	4,300.00	830.80	4,833.49	112.41	0.00	(533.49)
440-DONATIONS FROM PRIVAT	0.00	0.00	0.00	0.00	0.00	0.00
450-INTERFUND OPERATING T	0.00	0.00	0.00	0.00	0.00	0.00
*** TOTAL REVENUES ***	424,563.00	31,333.36	330,609.64	77.87	0.00	93,953.36
EXPENDITURE SUMMARY						
732-AIRPORT OPERATIONS DE	397,082.00	24,418.73	294,975.58	74.29	0.00	102,106.42
*** TOTAL EXPENDITURES ***	397,082.00	24,418.73	294,975.58	74.29	0.00	102,106.42
*** TOTAL PROFIT / (LOSS) ***	27,481.00	6,914.63	35,634.06	129.67	0.00	(8,153.06)

FINANCIAL STATEMENT

AS OF: AUGUST 31ST, 2017

370-CEMETERY OPERATING FUND

FINANCIAL SUMMARY

ACCT # ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
330-INTERGOVERNMENTAL REV	0.00	0.00	0.00	0.00	0.00	0.00
340-CHARGES FOR SERVICES	82,500.00	7,240.00	58,035.00	70.35	0.00	24,465.00
430-USE OF MONEY AND PROP	3,200.00	75.00	2,044.34	63.89	0.00	1,155.66
440-DONATIONS FROM PRIVAT	0.00	0.00	200.00	0.00	0.00	(200.00)
450-INTERFUND OPERATING T	15,000.00	0.00	22,734.63	151.56	0.00	(7,734.63)
460-PROCEEDS GEN FIXED AS	47,160.00	1,552.50	18,247.50	38.69	0.00	28,912.50
*** TOTAL REVENUES ***	147,860.00	8,867.50	101,261.47	68.48	0.00	46,598.53
EXPENDITURE SUMMARY						
761-CEMETERY OPERATING DE	177,444.00	12,704.38	149,676.75	84.35	0.00	27,767.25
*** TOTAL EXPENDITURES ***	177,444.00	12,704.38	149,676.75	84.35	0.00	27,767.25
*** TOTAL PROFIT / (LOSS) ***	(29,584.00)	(3,836.88)	(48,415.28)	163.65	0.00	18,831.28

FINANCIAL STATEMENT

AS OF: AUGUST 31ST, 2017

382-FLEET SERVICES OPERATING

FINANCIAL SUMMARY

ACCT # ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
340-CHARGES FOR SERVICES	624,507.00	51,865.00	570,515.00	91.35	0.00	53,992.00
420-ASSESSMENTS	4,862.00	0.00	2,535.54	52.15	0.00	2,326.46
430-USE OF MONEY AND PROP	0.00	0.00	42.78	0.00	0.00	(42.78)
450-INTERFUND OPERATING T	0.00	0.00	0.00	0.00	0.00	0.00
*** TOTAL REVENUES ***	629,369.00	51,865.00	573,093.32	91.06	0.00	56,275.68
EXPENDITURE SUMMARY						
517-FlEET SERVICES	629,369.00	45,104.16	601,497.52	97.77	13,820.58	14,050.90
*** TOTAL EXPENDITURES ***	629,369.00	45,104.16	601,497.52	97.77	13,820.58	14,050.90
*** TOTAL PROFIT / (LOSS) ***	0.00	6,760.84	(28,404.20)	0.00	(13,820.58)	42,224.78

FINANCIAL STATEMENT

AS OF: AUGUST 31ST, 2017

384-FLEET REPLACEMENT FUND

FINANCIAL SUMMARY

ACCT # ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
340-CHARGES FOR SERVICES	501,826.00	39,138.91	452,548.03	90.18	0.00	49,277.97
420-ASSESSMENTS	0.00	0.00	0.00	0.00	0.00	0.00
430-USE OF MONEY AND PROP	0.00	0.00	2.74	0.00	0.00	(2.74)
450-INTERFUND OPERATING T	0.00	0.00	0.00	0.00	0.00	0.00
460-PROCEEDS GEN FIXED AS	19,220.00	0.00	19,739.35	102.70	0.00	(519.35)
470-PROCEEDS GEN LONG TER	320,000.00	0.00	320,000.00	100.00	0.00	0.00
*** TOTAL REVENUES ***	841,046.00	39,138.91	792,290.12	94.20	0.00	48,755.88
EXPENDITURE SUMMARY						
518-EQUIPMENT REPLACEMENT	821,826.00	199,231.53	621,075.64	104.95	241,430.92	(40,680.56)
*** TOTAL EXPENDITURES ***	821,826.00	199,231.53	621,075.64	104.95	241,430.92	(40,680.56)
*** TOTAL PROFIT / (LOSS) ***	19,220.00	(160,092.62)	171,214.48	365.33-	(241,430.92)	89,436.44

08/31/17

Attachment C

COUNCIL REPORT

CHECKS POSTED IN AUGUST 2017

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	GENERAL FUND	AFLAC	AFLAC AUGUST 2017 INVOICE	2,140.40
		AT&T	E-RATE DISCOUNT	111.35-
		CINCINNATI LIFE INS. CO.	LIFE INSURANCE PREMIUMS	52.00
		CLIFFORD, PENNY CHRISTINE c/o TX CHILD	CAUSE # 12-1678-FC4	253.20
			CAUSE # 12-1678-FC4	253.20
		HERRERA, EDITH D %ARIZONA SUPPORT PAYM	VINCENT CLIFFORD CS FOR DE	237.46
			VINCENT CLIFFORD CS FOR DE	237.46
		MISCELLANEOUS RENTERIA, KAYLA M	Bond Refund:CT001025 -01	200.00
		MERZ, DELORES	MERZ, DELORES:PAV DEP RETU	175.00
		McCREARY, VESELKA, BRAGG & ALLEN PC	COURT COLLECT FEES-JUNE 20	33.00
			COURT COLLECT FEES-JUNE 20	59.40
			COURT COLLECT FEES-JULY 20	1,090.36
			COURT COLLECT FEES-JULY 20	705.31
		NATIONWIDE RETIREMENT SOLUTIONS	EMPLOYEE CONTRIBUTIONS	1,688.82
			EMPLOYEE CONTRIBUTIONS	1,488.82
		SCOTT & WHITE HEALTHCARE	HEALTH PREMIUMS	12,366.14
			HEALTH PREMIUMS	1,907.28
		CITIZENS NATIONAL BANK	FEDERAL WITHHOLDING	22,478.29
			FEDERAL WITHHOLDING	23,985.17
			FEDERAL WITHHOLDING	68.30
			FICA CONTRIBUTIONS AND MAT	13,167.35
			FICA CONTRIBUTIONS AND MAT	13,706.91
			FICA CONTRIBUTIONS AND MAT	44.22
			MEDICARE CONTRIB AND MATCH	3,079.48
			MEDICARE CONTRIB AND MATCH	3,205.68
			MEDICARE CONTRIB AND MATCH	10.34
		TAYLOR ECONOMIC DEV.CORP.	AUGUST 2017 SALES TAX	85,204.18
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	15,110.67
			CONTRIBUTIONS	15,755.42
			CONTRIBUTIONS	49.93
			TEDC TMRS CONT JULY 2017	2,865.00
		UNUM LIFE INS CO OF AMERI	LIFE INSURANCE PREMIUMS	529.46
			REIMBURSE GAMBOA	57.64-
			REIMBURSE BRIGNER	5.34-
		TAYLOR PROFESSIONAL FIREFIGHTER ASSOCI	ACCT #2091015	316.00
		VASQUES, ADRIANA %TX CHILD SUPPORT SDU	01-280 NOEL BERNAL	470.77
			01-280 NOEL BERNAL	470.77
		SUN LIFE ASSURANCE COMPANY	DENTAL PAYABLE	1,870.14
			DENTAL PAYABLE	1,870.68
			TOTAL:	226,972.28
CITY COUNCIL	GENERAL FUND	BCT - #6014	NAME BADGES FOR COUNCIL	47.60
			LAPEL PINS	22.30
		CAPCOG REGIONAL TRAINING ACADEMY	CAPCOG 2018 ANNUAL MEMBERS	1,721.70
		MUNICIPAL CODE CORP.	UPDATE OF CITY CODE OF ORD	1,745.00
		NY PIZZA & PASTA	STRATEGIC PLANNING WRKSHP	29.90
			STRATEGIC PLANNING WRKSHP	90.87
		OFFICE DEPOT CORPORATION	ENVELOPES FOR COUNCL MAIL	16.80
		VERIZON WIRELESS	CELL PHONE	171.04
		WAL-MART COMMUNITY/GEMB	CANDY AND MARKERS FOR STRA	9.85
			NAPKINS AND PLASTIC WARE S	6.72
		SPEC'S WINE SPIRITS & FINER FOODS	RUBBER DRINK COASTERS FOR	9.66
		WALGREENS	WATER FOR STRAT PLAN MTG	2.99
		HEJL & SCHROEDER, P.C.	CITY LEGAL SERVICES-JULY	11,034.11
			TOTAL:	14,908.54

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
CITY MANAGEMENT	GENERAL FUND	BREWMESUM COFFEE	COFFEE	17.97
			COFFEE	18.11
		TEXAS DEPARTMENT OF INFORMATION RESOUR	MONTHLY PHONE BILL	7.73
		ICMA	I TURNER ICMA 2017 CONF	665.00
		LINCOLN	LTD INSURANCE PREMIUMS	59.01
		LUCKY DUCK CAFE	LUNCH W/INTERN J RESENDEZ	22.46
		OFFICE DEPOT CORPORATION	FILE POCKET FOLDERS	34.99
			PRINTER INK & ENVELOPES	119.93
			OFFICE SUPPLIES	199.15
			COPY PAPER	38.81
		RESIDENCE INN BY MARRIOTT WACO	CANCELLATION FEE	218.09
		T FORD ENTERPRISES DBA SIRLOIN STOCKAD	MONTHLY CITY MANAGERS' LUN	96.21
		SCOTT & WHITE HEALTHCARE	HEALTH PREMIUMS	2,105.91
			ADJ.TERM EMP/SPOUSE S. BRO	1,034.33-
			ADJ TO ADD EMP ONLY/S. BRO	535.78
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	910.33
			FICA CONTRIBUTIONS AND MAT	858.92
			MEDICARE CONTRIB AND MATCH	212.90
			MEDICARE CONTRIB AND MATCH	200.88
		STRATEGIC GOVERNMENT RESOURCES	SGR-EXECUTIVE SEARCH FOR A	6,166.67
			BROCHURE	1,500.00
		SUBWAY SANDWICHES & SALADS	CUST SVC TRAINING DR TC CM	18.85
		TXST PAY STATION	N BERNAL TCMA TASK FORCE	8.00
		TX TAG	TOLL FEES #100	40.00
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	1,679.74
			CONTRIBUTIONS	1,619.24
		VERIZON WIRELESS	CELL PHONE	136.28
			IPADS	96.09
		WAL-MART COMMUNITY/GEMB	NOEL'S FAREWELL RECEPTION	14.38
			NOEL'S FAREWELL RECEPTION	64.48
		DAHILL	COLOR COPIES OVERAGE	280.70
			EQUIPMENT MAINTENACE	55.28
			BLACK & WHITE COPIES OVERA	3.13
		WOLF, JOSEPH JOHN DBA THRALL COUNTRY D	NOEL BERNAL RECEPTION	693.00
		ICMA-RC PLAN SPONSOR SERVICES	PLAN 307325	99.83
			PLAN 307325	99.83
		SUN LIFE ASSURANCE COMPANY	DENTAL INSURANCE	120.86
			DENTAL INSURANCE	98.35
			TOTAL:	18,082.56
PUBLIC INFORMATION	GENERAL FUND	COX TEXAS NEWSPAPERS, LP DBA:	DIGITAL ACCESS	107.88
		BREWMESUM COFFEE	COFFEE	17.97
			COFFEE	18.11
		TEXAS DEPARTMENT OF INFORMATION RESOUR	MONTHLY PHONE BILL	0.46
		LINCOLN	LTD INSURANCE PREMIUMS	16.25
		OFFICE DEPOT CORPORATION	COPY PAPER	2.23
		SCOTT & WHITE HEALTHCARE	HEALTH PREMIUMS	535.78
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	155.50
			FICA CONTRIBUTIONS AND MAT	155.50
			MEDICARE CONTRIB AND MATCH	36.37
			MEDICARE CONTRIB AND MATCH	36.37
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	303.48
			CONTRIBUTIONS	303.48
		VERIZON WIRELESS	CELL PHONE	42.76
		DAHILL	COLOR COPIES OVERAGE	19.62
		SUN LIFE ASSURANCE COMPANY	DENTAL INSURANCE	22.51

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			DENTAL INSURANCE	22.51
			TOTAL:	1,796.78
HUMAN RESOURCES	GENERAL FUND	COX TEXAS NEWSPAPERS, LP DBA:	EQUIP OPR I JOB NOTICE	77.40
			POLICE OFFICER EXAM AD	68.80
		BREWMESUM COFFEE	COFFEE	17.97
			COFFEE	18.11
		TEXAS DEPARTMENT OF INFORMATION RESOUR	MONTHLY PHONE BILL	5.46
		DPS GEN SERVICES BUREAU	JULY PRE-EMP. BACKGROUND C	7.00
		LINCOLN	LTD INSURANCE PREMIUMS	26.63
		LYNN ROSS & GANNAWAY, LLP	LEGAL SERVICE THRU AUG.21	45.00
		OFFICE DEPOT CORPORATION	8 TAB IND DIVIDER UP LASER	101.34
			COPY PAPER	26.34
		SCOTT & WHITE HEALTHCARE	HEALTH PREMIUMS	535.79
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	245.87
			FICA CONTRIBUTIONS AND MAT	245.87
			MEDICARE CONTRIB AND MATCH	57.51
			MEDICARE CONTRIB AND MATCH	57.51
		TAYLOR CHAMBER OF COMMERC	BUSINESS EXPO BOOTH WITH E	190.00
		TAYLOR PRESS	JULY EQUIP OP. AD	32.45
			JULY POLICE EXAM AD	29.70
			JULY POLICE EXAM AD	29.70
			JULY PAYROLL/ACCT. SPEC. A	23.65
			JULY PAYROLL/ACCT.SPEC. AD	23.65
			JULY COMMUNICATIONS OFF. A	22.55
			JULY COMMUNICATIONS OFF. A	22.55
		TAYLOR SPORTING GOODS	FAREWELL PLAQUE-NOEL BERNA	87.00
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	502.88
			CONTRIBUTIONS	502.88
		VERIZON WIRELESS	CELL PHONE	42.76
		WAL-MART COMMUNITY/GEMB	PW DIR INTERVIEW;NOEL'S FA	21.87
		SUPER DONUT	PW DIRECTOR INTERVIEWS	29.25
		DAHILL	COLOR COPIES OVERAGE	106.33
			EQUIPMENT MAINTENACE	55.28
			BLACK & WHITE COPIES OVERA	3.53
		TEXAS HEALTH HUGULEY, INC	PRE-EMP.PHYSICAL- CASEY IS	465.00
		BAYLOR SCOTT & WHITE HEALTH	PROMO PHYSICAL-CARLTON	113.50
			NEWHIRE-LOEVE	90.00
		WAGE WORKS, INC. DBA CONEXIS	JULY 2017 COBRA SERVICES	24.25
		MILLER,BRANDY, PHD PC	PRE-EMP PSYCH EXAM-(2)	400.00
			PRE- EMP PSYCH- J. LOEVE	200.00
		SUN LIFE ASSURANCE COMPANY	DENTAL INSURANCE	45.02
			DENTAL INSURANCE	45.02
		JOBMATCH,LLC DBA APPLICANTPRO	APPLICANT TRACK SOFTWARE 1	2,083.47
			TOTAL:	6,728.89
FINANCIAL SERVICES	GENERAL FUND	BREWMESUM COFFEE	COFFEE	17.97
			COFFEE	18.11
		DATA FLOW	5,000 AP CHECKS	433.15
		TEXAS DEPARTMENT OF INFORMATION RESOUR	MONTHLY PHONE BILL	3.86
		GFOAT	GFOAT-DENNIS	80.00
		LINCOLN	LTD INSURANCE PREMIUMS	57.99
		OFFICE DEPOT CORPORATION	COPY PAPER	52.50
		QUILL CORPORATION	MONTHLY PLANNER	9.89
			PRINTER CARTRIDGES	444.83
		SKILLPATH SEMINARS	DYNAMIC PUBLIC SPEAKING SE	249.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		SCOTT & WHITE HEALTHCARE	HEALTH PREMIUMS	1,071.57
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	419.90
			FICA CONTRIBUTIONS AND MAT	516.02
			MEDICARE CONTRIB AND MATCH	98.20
			MEDICARE CONTRIB AND MATCH	120.68
		SOUTHERN COMPUTER WAREHOUSE	KEYBOARD MOUSE	45.13
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	871.39
			CONTRIBUTIONS	1,058.98
		VERIZON WIRELESS	CELL PHONE	42.76
			MODEM	32.03
		WAL-MART COMMUNITY/GEMB	FINANCE CHARGE	1.80
		YP	512-352-3251 AD	50.33
		DAHILL	COLOR COPIES OVERAGE	150.18
			EQUIPMENT MAINTENACE	55.28
			BLACK & WHITE COPIES OVERA	8.09
			X-PHASER	46.95
		SUN LIFE ASSURANCE COMPANY	DENTAL INSURANCE	67.53
			TERM COV. SABRA DAVIS	22.51-
			DENTAL INSURANCE	67.53
			TERM DEPEND.COV. S. BROCK	30.82-
			TOTAL:	6,038.32
MUNICIPAL COURT	GENERAL FUND	AT&T	352-6930	129.76
		TEXAS DEPARTMENT OF INFORMATION RESOUR	MONTHLY PHONE BILL	6.73
		TYLER TECHNOLOGIES, INC	COURTS ONLINE	100.00
			COURTS ONLINE COMPONENT	100.00
		LINCOLN	LTD INSURANCE PREMIUMS	34.92
		MAILFINANCE NEOPOST USA,INC	POSTAGE LEASE	52.55
		OFFICE DEPOT CORPORATION	CARTRIDGE	146.99
			CALCULATORS/STAPLES/PENS	101.56
			WALL POCKET STACKS	21.69
			BINDERS/PLANNER	32.24
			WALL CALENDAR	35.18
		RELIANT ENERGY SOLUTIONS	MONTHLY ELECTRIC BILL	240.44
		SCOTT & WHITE HEALTHCARE	HEALTH PREMIUMS	1,607.35
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	407.46
			FICA CONTRIBUTIONS AND MAT	415.27
			MEDICARE CONTRIB AND MATCH	95.30
			MEDICARE CONTRIB AND MATCH	97.12
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	638.35
			CONTRIBUTIONS	653.60
		ATMOS ENERGY	NATURAL GAS-109 W 5TH	49.24
		VERIZON WIRELESS	CELL PHONE	42.76
			IPAD	32.03
		CINTAS CORPORATION #86	MATS	9.27
			MATS	9.27
			MATS	9.27
			MATS	9.27
		SUN LIFE ASSURANCE COMPANY	DENTAL INSURANCE	67.53
			DENTAL INSURANCE	67.53
		HEJL & SCHROEDER, P.C.	MUNI CT LEGAL SERVICES-JUL	4,230.00
			TOTAL:	9,442.68
DEVELOPMENT SERVICES	GENERAL FUND	BREWMESUM COFFEE	COFFEE	17.97
			COFFEE	18.11
		BUREAU VERITAS NORTH AMERICA, INC.	BV JULY 2017 INSPECTIONS	979.29

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		TEXAS DEPARTMENT OF INFORMATION RESOUR	MONTHLY PHONE BILL	5.77
		LINCOLN	LTD INSURANCE PREMIUMS	93.74
		OFFICE DEPOT CORPORATION	COPY PAPER	13.79
		SCOTT & WHITE HEALTHCARE	HEALTH PREMIUMS	2,678.91
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	844.60
			FICA CONTRIBUTIONS AND MAT	855.71
			MEDICARE CONTRIB AND MATCH	197.53
			MEDICARE CONTRIB AND MATCH	200.12
		SUBWAY SANDWICHES & SALADS	CUST SVC TRAINING DR TC DS	43.99
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	1,745.08
			CONTRIBUTIONS	1,766.76
		VERIZON WIRELESS	CELL PHONE	213.80
			IPAD	64.06
		AMERICAN PLANNING ASSOC.	A LUMPKIN 2017 APA TX CHAP	445.00
			M ELABARGER TX CHAP PLANNI	505.00
		AMAZON.COM	2-PACK FINGERTIP MOISTENER	5.98
			CALCULATOR DISPOSABLE MASK	243.11
			POST-IT POP-UP NOTES	14.12
			8-TAB DIVIDERS POP-UP NOTE	18.02
			BLUE BIC PENS	11.97
			POST-IT NOTES 3-RING 1.5 I	18.88
			SMALL BANKERS BOXES	33.89
			LASERJET TONER CARTRIDGE	175.17
			CLEAR SHEET PROTECTORS	11.99
		DAHILL	COLOR COPIES OVERAGE	104.33
			EQUIPMENT REPAIR	55.28
			BLACK & WHITE COPIES OVERA	1.01
		SOUTH CENTRAL PLANNING & DEV. COMMISSI	JULY MPN	875.00
		EILEEN MERRIT INC. DBA ATS ENGINEERS,	JULY 2017 ATS INSPECTIONS	7,361.00
		SUN LIFE ASSURANCE COMPANY	DENTAL INSURANCE	135.06
			DENTAL INSURANCE	135.06
			TOTAL:	19,889.10
MAIN STREET PROGRAM	00 GENERAL FUND	BREWMESUM COFFEE	COFFEE	17.96
			COFFEE	18.11
		TEXAS DEPARTMENT OF INFORMATION RESOUR	MONTHLY PHONE BILL	0.39
		LINCOLN	LTD INSURANCE PREMIUMS	11.88
		OFFICE DEPOT CORPORATION	FOLDERS	16.62
			COLORED FOLDERS-DAMAGED	28.47
			COPY PAPER	12.36
			CREDIT-DAMAGED FOLDERS	28.47-
			FOLDERS	28.47
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	116.50
			FICA CONTRIBUTIONS AND MAT	116.50
			MEDICARE CONTRIB AND MATCH	27.25
			MEDICARE CONTRIB AND MATCH	27.25
		TEXAS DOWNTOWN ASSOC.	TDA AWARD FEES	150.00
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	227.36
			CONTRIBUTIONS	227.36
		2ND ST. FARM 2 MARKET DELI	MAIN ST BOARD APPLICANT LU	24.00
		VERIZON WIRELESS	CELL PHONE	42.76
		DAHILL	COLOR COPIES OVERAGE	38.54
			EQUIPMENT REPAIR	55.28
			BLACK & WHITE COPIES OVERA	4.45
			TOTAL:	1,163.04

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
CD-MOODY MUSEUM	GENERAL FUND	RELIANT ENERGY SOLUTIONS	MONTHLY ELECTRIC BILL	269.75
		ATMOS ENERGY	NATURAL GAS-104 W 9TH	47.86
		VERIZON WIRELESS	MIFI	32.03
			TOTAL:	349.64
PUBLIC LIBRARY	GENERAL FUND	AT&T	352-3434	342.18
		DEMCO, INC.	Office Supplies	392.44
		TEXAS DEPARTMENT OF INFORMATION RESOUR	MONTHLY PHONE BILL	2.17
		ELLIS, KAREN	SUPPLIES GREAT AMERICAN EC	60.30
		EVINS TEMPORARIES, INC.	TEMP 7/13-7/19/17 19 HRS/1	279.30
		INGRAM BOOK COMPANY	Books	353.39
			Books	25.00
			Books	326.91
			Books	15.18
			Books	1,360.29
			Books	57.37
		MISCELLANEOUS ROWE, LINDA	ROWE, LINDA:REF LOST BOOK	7.00
		LINCOLN	LTD INSURANCE PREMIUMS	62.53
		OFFICE DEPOT CORPORATION	PAPER	59.98
		RECORDED BOOKS, INC.	RECORDED BOOKS	214.60
		RELIANT ENERGY SOLUTIONS	MONTHLY ELECTRIC BILL	2,169.61
		SCOTT & WHITE HEALTHCARE	HEALTH PREMIUMS	2,143.12
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	649.93
			FICA CONTRIBUTIONS AND MAT	639.52
			MEDICARE CONTRIB AND MATCH	152.00
			MEDICARE CONTRIB AND MATCH	149.57
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	1,184.64
			CONTRIBUTIONS	1,184.64
		ATMOS ENERGY	NATURAL GAS-801 VANCE	52.75
		VERIZON WIRELESS	CELL PHONE	42.76
		WAL-MART COMMUNITY/GEMB	OFFICE SUPPLIES	18.98
			OFFICE SUPPLIES	31.64
		AT&T U-VERSE	INTERNET	94.89
			INTERNET	95.90
			INTERNET	85.00
		ABLE CARD, LLC	Library cards	975.21
		UNIVERSITY OF NORTH TEXAS	DIGITALIZATION OF TAYLOR P	5,799.08
		SUN LIFE ASSURANCE COMPANY	DENTAL INSURANCE	112.55
			DENTAL INSURANCE	112.55
			TOTAL:	19,252.98
FIRE DEPARTMENT	GENERAL FUND	AT&T	352-6752	161.40
			352-2625	32.81
			352-3195	120.01
		B&H PHOTO VIDEO	RETURN OF IPAD CASE	69.09-
			CASE FOR E2 IPAD PRO	79.95
		BSEENBSAFE.COM	2 GREEN GLOW BATONS	72.09
		CASCO INDUSTRIES INC.	BUNK COAT PLACARDS-TAYLOR,	90.00
			SHIELD - TAYLOR PROMOTION	51.00
		TEXAS DEPARTMENT OF INFORMATION RESOUR	MONTHLY PHONE BILL	4.83
		PANDA EMBROIDERY	EMBROIDERY - RUSSELL SHIRT	36.66
		FED EX	COURIER	55.62
		GEAR CLEANING SOLUTIONS LLC	BUNKER GEAR TESTING	403.08
		GULF COAST PAPER CO. INC.	TRUCK WASH	69.54
		LINCOLN	LTD INSURANCE PREMIUMS	250.90
		MAIN STREET RENTAL INC	FLOOR BUFFER & PADS - STA	42.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		MY-LOR, INC	LOCKER PLATES-TAYL,BEEL,IS	32.61
		MOSS & MOSS INC. #7000	FLOOR STRIPPER & FINISH	29.74
		MOTOROLA	BLUETOOTH - CS	260.00
		OFFICE DEPOT CORPORATION	SUPPLIES	4.28
			SUPPLIES	52.39
			SUPPLIES	141.33
		OTTERBOX	REPLACEMENT CASE - COPELAN	5.40
		POSTMASTER, TAYLOR,TX	POSTAGE FOR 9/11 INVITATIO	98.00
		RELIANT ENERGY SOLUTIONS	MONTHLY ELECTRIC BILL	1,461.59
		SCOTT & WHITE HEALTHCARE	HEALTH PREMIUMS	10,179.90
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	2,980.38
			FICA CONTRIBUTIONS AND MAT	3,271.18
			MEDICARE CONTRIB AND MATCH	697.02
			MEDICARE CONTRIB AND MATCH	765.04
		SOUTHERN COMPUTER WAREHOUSE	REPLACE ADMIN COMPUTER	793.48
		SUBWAY SANDWICHES & SALADS	CUST SVC TRAINING DR TC FD	12.57
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	6,070.69
			CONTRIBUTIONS	6,638.26
		TIME WARNER CABLE DBA SPECTRUM	INTERNET	411.63
		TRACTOR SUPPLY COMPANY	20 BAGS OF ABSORBENT	119.80
		TEXAS FIRE CHIEFS ASSOCIATION	LODD CONF WEBCAST - TRNG F	1,000.00
		ATMOS ENERGY	NATURAL GAS-200 WASHBURN	59.74
			NATURAL GAS-705 CP BLVD	55.54
		VERIZON WIRELESS	CELL PHONE	213.80
			MIFI/AIRCARDS	448.42
			IPAD PRO	879.99
			AIR CARD	32.03
		WAL-MART COMMUNITY/GEMB	CELL PHONE CASE - STA2	9.96
			LAUNDRY DETERGENT	50.88
			FURNITURE PADS FOR STA 1	7.74
		WITMER PUBLIC SAFETY GROUP, INC	3 AXES FOR APPARATUS	191.96
			3 LENSE ASSEMBLY KITS	38.66
		DHGATE.COM	BUCKLES FOR SHORT SHOT STR	69.26
		TAYLOR PROFESSIONAL FIREFIGHTER ASSOCI	HONOR GUARD ACADEMY-DOMING	300.00
		AWARD CENTER	PATS-TAYLOR,ISELT,BEELER	57.96
		AUTOZONE #3502	TRUCK WASH	7.98
		AMAZON.COM	BUCKLES FOR SHORT SHOT STR	67.74
			IPAD PRO CASE - E2	76.88
		MUNICIPAL EMERGENCY SERVICES, INC	ANNUAL FIT TESTING & REPAI	575.00
			ANNUAL FIT TESTING & REPAI	96.25
			ANNUAL SCBA TESTING & REPA	961.50
			ANNUAL SCBA TESTING & REPA	33.85
			VOICE AMP REPAIR	44.92
			FIT TESTING - SANDERS	40.00
			SCBA REPAIRS	170.42
			SCBA REPAIRS	113.50
		SOUTHERN SAFETY SALES, INC	MEDICAL GLOVES	297.21
		AT&T U-VERSE	CABLE	70.24
			INTERNET	70.82
			INTERNET, CABLE	64.68
		HYATT PLACE COLLEGE STATION	LODGING - TEEX CONF WHISEN	89.00
			LODGING - TEEX CONF EKISS	760.55
		SIGN DEPOT CO	NO FIREWORKS SIGNS & STAND	230.00
		RED THE UNIFORM TAILOR, INC	NAME & RANK TAPES	96.00
		THE BEISTLE CO DBA FIRE SMART PROMOTIO	FIRE PREVENTION CUPS	205.00
		COMPLETE TABLET SOLUTIONS, LTD	AIRWATCH FOR NEW IPAD	54.90

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		MCCLINTOCK, ALAN DBA MOBILE WIRELESS L	NETMOTION FOR iOS	96.29
		SUN LIFE ASSURANCE COMPANY	DENTAL INSURANCE	472.71
			ADJ. COV. REMOVE SPSE-C.BR	30.82-
			DENTAL INSURANCE	450.20
			TERM COV. J. SPROWLES	22.51-
		DISASTER MANAGEMENT SYSTEMS, INC.	FLAG & VEST KIT	1,440.74
		AXCESS FIRE & SAFETY SUPPLY INC.	ANNUAL GROUND LADDER TESTI	745.65
		PLANO METAL SPECIALITIES, INC.	HONOR GUARD KIT	719.99
			HONOR GUARD TOOL KIT-P-CAR	719.99-
		BEELER, ZACHARY	REF FINGERPRINT CHARGE-FAS	37.78
			TOTAL:	46,158.51
POLICE DEPARTMENT	GENERAL FUND	AT&T	352-5551	527.15
		BODIFORD,JAMES	J BODIFORD/SPECIAL INVESTI	25.00
		BREWMESUM COFFEE	OFFICE COFFEE SERVICE - TP	72.00
		CHIEF SUPPLY CORPORATION	TRAFFIC VEST, RAINCOAT - L	105.55
		TEXAS DEPARTMENT OF INFORMATION RESOUR	MONTHLY PHONE BILL	49.74
		DPS GEN SERVICES BUREAU	DWI BLOOD TEST KITS	260.00
		G T DISTRIBUTORS, INC	DUTY GEAR - LOEVE	421.35
			RADIO HOLDER - OFC MORRIS	30.95
		INDEPENDENT STATIONERS, INC	TONER	45.42
		LINCOLN	LTD INSURANCE PREMIUMS	445.10
			LTD TERM COV. J.WADE	9.78-
		MILLER UNIFORM & EMBLEMS	DUTY UNIFORMS - CPL CLIFFO	193.50
			TRAINING POLOS	1,095.73
			DUTY UNIFORMS - OFC S NEWE	289.50
		MOTOROLA SOLUTIONS CREDIT CO	MOTOROLA SUPPORT - JUNE 20	1,004.00
			MOTOROLA SUPPORT - JULY 20	1,004.00
			MOTOROLA SUPPORT - AUGUST	1,004.00
			MOTOROLA SUPPORT - AUG 201	1,004.00
		NATIONAL NIGHT OUT	NNO 2017 SUPPLIES FANS SIG	294.94
		PITNEY BOWES	POSTAGE METER REFILL	270.99
		PITNEY BOWES GLOBAL FINANCIAL SERVICES	QUARTERLY MACHINE RENTAL	149.85
		RANDY'S WRECKER SERVICE	TOWING SERVICES	607.60
			TOWING SERVICES	297.00
		RELIANT ENERGY SOLUTIONS	MONTHLY ELECTRIC BILL	1,091.45
		SCOTT & WHITE HEALTHCARE	HEALTH PREMIUMS	17,680.85
			ADJ.TERM FAMILY COV.BRANSO	1,256.35-
			ADJ.TO ADD EMP/CHILD/BRANS	782.51
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	4,456.16
			FICA CONTRIBUTIONS AND MAT	4,642.62
			FICA CONTRIBUTIONS AND MAT	44.22
			MEDICARE CONTRIB AND MATCH	1,042.17
			MEDICARE CONTRIB AND MATCH	1,085.78
			MEDICARE CONTRIB AND MATCH	10.34
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	9,037.50
			CONTRIBUTIONS	9,401.37
			CONTRIBUTIONS	86.30
		TIME WARNER CABLE DBA SPECTRUM	INTERNET SERVICE - SEPT 20	335.95
		VERIZON WIRELESS	CELL PHONE	470.36
			AIR CARDS	416.34
		OLLE NETWORK TECH CONSULTANTS DBA ON	IT SUPPORT - AFTER HOURS	125.00
			IT SUPPORT - AUGUST 2017	2,548.72
		SYMBOLARTS, LLC	REPLACEMENT BADGES	890.00
			BADGES	190.00
		ITUNES STORE	ICLOUD 50 GB STORAGE	0.99

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		AMAZON.COM	CHAIR MATS DISPATCH	68.84
			TONER	92.99
			EVIDENCE PLASTIC	69.96
			SHREDDER	114.99
			FOLDER LABELS	31.96
		HARRIS, DAVID DBA H&H BUSINESS FORMS/A	JR POLICE STICKERS	159.50
		SUN LIFE ASSURANCE COMPANY	DENTAL INSURANCE	787.85
			ADJ. COV. REMOVE FAM-LAGRO	62.72-
			DENTAL INSURANCE	720.32
		HAMMER, WANDA	FAST FINGERPRINTS	25.53
		HUGHES, JUANITA	FAST FINGERPRINTS	25.53
			TOTAL:	64,304.62
ANIMAL CONTROL	GENERAL FUND	AT&T	352-5483	38.01
		CENTRAL TEXAS VETERINARY	ER VET SERVICES	436.55
		TEXAS DEPARTMENT OF INFORMATION RESOUR	MONTHLY PHONE BILL	6.49
		GRAEF VETERINARY HOSPITAL	VETERINARIAN SERVICES	481.00
		INDEPENDENT STATIONERS, INC	CLEANING SUPPLIES - ACO	285.71
		LINCOLN	LTD INSURANCE PREMIUMS	17.36
			LTD- ADD COV. N. MELTON	12.56
		ALLIVET	NABIVAC CANIEN 1-DAPPV(5 W	254.96
		RELIANT ENERGY SOLUTIONS	MONTHLY ELECTRIC BILL	380.94
		SCOTT & WHITE HEALTHCARE	HEALTH PREMIUMS	1,071.56
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	233.03
			FICA CONTRIBUTIONS AND MAT	269.96
			MEDICARE CONTRIB AND MATCH	54.50
			MEDICARE CONTRIB AND MATCH	63.14
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	329.80
			CONTRIBUTIONS	403.29
		TRACTOR SUPPLY COMPANY	SHELTER SUPPLIES - ACO	26.28
			KITTEN FOOD	23.98
		VERIZON WIRELESS	CELL PHONE	128.28
		WAL-MART COMMUNITY/GEMB	CLEANING SUPPLIES - ACO	92.28
		CAMPBELL PET CO	1000 ANIMAL ID BANDS	110.74
		AMAZON.COM	(3) PANTS - P/T ACO TECH C	53.73
			(5) PANTS ACO ME	78.89
			(5) UNIFORM TOPS - ACO TEC	69.90
		AT&T U-VERSE	INTERNET	75.64
			ACO INTERNET	0.64
		SUN LIFE ASSURANCE COMPANY	DENTAL INSURANCE	45.02
			ADD COV. EMP/ONLY N. MELTO	22.51
			DENTAL INSURANCE	45.02
			TOTAL:	5,111.77
STREETS & GROUND MAINT	GENERAL FUND	AT&T	352-6257	377.88
		TUFF MATE INC	ST,GR/2 DOZ SAFETY GLOVES	136.53
		BREWMESUM COFFEE	ST,GR/COFFEE SERVICE FEE	25.00
			ST,GR/COFFEE SERVICE 9134	43.25
		TEXAS DEPARTMENT OF INFORMATION RESOUR	MONTHLY PHONE BILL	1.03
		EVINS TEMPORARIES, INC.	ST,GR/4 TEMPS 7/10-7/14/17	1,792.00
			ST,GR/1 TEMP 7/24-7/28/17	560.00
			ST,GR/1 TEMP 7/31-8/4/17	560.00
			ST/GR TEMP	448.00
			ST,GR/1 TEMP	560.00
			ST,GR/1 TEMP	560.00
		GRAINGER, W. W. INC.	ST,GR/4 SHOVELS 99564	175.28

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			ST,GR/DISPOSABLE GLOVES 10	14.92
		GULF COAST PAPER CO. INC.	ST,GR/PKS TISSUE/LINENS	91.68
		PROGRESSIVE WASTE SOLUTIONS DBA WC OF	ST,GR/1SWEEP/	230.98
		HYDRATION DEPOT	GATORADE BULK MIX/MATCH PO	195.97
		LINCOLN	LTD INSURANCE PREMIUMS	85.40
			LTD- TERM COV /J. SPROWLES	6.60-
		MOSS & MOSS INC. #4000	ST,GR/STRIPING MACHINE/LA	69.71
			PARKS RROOMS/CLEANING PROD	55.75
			ST,GR/CLEANING PRODUCST 72	55.75
			SCHOOL ZONE STRIPING/PAINT	20.43
			ST,GR/COOLER 88911	42.74
			ST,GR/RECIPRO BLADE 88911	5.57
			ST,GR/HARDWARE 89583	36.05
		NORTHERN SAFETY & INDUSTRIAL CO. INC	ST,GR/CORDED EAR PLUGS	27.95
		RELIANT ENERGY SOLUTIONS	MONTHLY ELECTRIC BILL	5,442.93
		SCOTT & WHITE HEALTHCARE	HEALTH PREMIUMS	5,893.59
			ADD COV. N. OLMSTEAD	535.78
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	828.32
			FICA CONTRIBUTIONS AND MAT	810.17
			MEDICARE CONTRIB AND MATCH	193.72
			MEDICARE CONTRIB AND MATCH	189.48
		SUBWAY SANDWICHES & SALADS	CUST SVC TRAINING DR TC PW	18.85
		TAYLOR SPORTING GOODS	ST,GR/24 CAPS EMBROIDERED	306.90
		TEXAS CRUSHED STONE CO.	ST,GR/5 LOADS REG BASE	802.77
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	1,645.42
			CONTRIBUTIONS	1,609.97
		TIME WARNER CABLE DBA SPECTRUM	INTERNET	346.09
		ATMOS ENERGY	1424 N MAIN/GAS USAGE 0802	54.83
		VERIZON WIRELESS	CELL PHONE	213.80
		WAYNE GING PLUMBING, LLC	BB MENS/BROKEN SINK REPLA	362.30
		WILLIAMSON COUNTY GRAIN	BB POND/ALGAE CONTROL 1253	166.50
			BB POND/ALGAE CONTROL 1257	166.50
		MCCOY'S BUILDING SUPPLY	ST,GR/PAINT SUPPLIES 53487	42.41
			ST,GR/SPLASH BLOCK 5349220	7.85
		PANTHER CREEK TRANSPORTATION	ST,GR/5 LOADS BASE HAULED	723.16
		CINTAS CORPORATION #86	ST,GR/UNIFORMS 579063	75.50
			ST,GR/UNIFORMS 582653	48.83
			ST,GR/UNIFORMS 586255	48.83
			ST,GR/UNIFORMS 589889	48.83
			ST,GR/UNIFORMS 593556	48.83
		VISTA PRINT	B BACHMEYER BUSINESS CARDS	20.00
		FJC PERSONNEL, LLC	ST,GR/2 TEMPS 7/24-7/28/17	945.30
			ST,GR/2 TEMPS 7/31-8/4/17	993.60
			ST,GR/TEMP	662.40
			ST,GR/1 TEMP	993.60
			ST,GR/2 TEMPS	993.60
		SAFELANE TRAFFIC SUPPLY, LLC	ST,GR/4 SCHOOL ZONE SIGNS	156.00
			ST,GR/LEFT TURN SYM & SIGN	80.00
		TEXAS FIRST REPLACEMENT SERVICE, INC.	RAMSEY/HOURS	5,386.50
			RAMSEY/MILEAGE	123.05
			INTERIM PW DIRECTOR-RAMSEY	5,408.10
		MCCOY, JANETTA DBA PECAN MANOR BED & B	LODGING-S RAMSEY 8/20-9/19	1,200.00
		FAR WEST CAPITAL FBO GRANITE TRUCKING	ST,GR/2 LDS GRANITE GRAVE	422.97
		SUN LIFE ASSURANCE COMPANY	DENTAL INSURANCE	202.59
			TERM COV.M. FLORES	22.51-
			DENTAL INSURANCE	202.59

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	44,565.22
PARKS & RECREATION	GENERAL FUND	ADT SECURITY SERVICES INC	TRPSC/SECURITY 8/27-12/16/	274.14
		BETA TECHNOLOGY, INC	TRPSC/CHEMICALS	379.76
			TRPSC/CHEMICALS	377.76
		BSN SPORTS	TRPSC/BASE ANCHORS	342.96
		DOBBS TENNIS COURTS, INC.	TENNIS CTS/STRIPING, NETS	3,075.00
			TENNIS CTS/STRIPING	1,650.00
		EAGLE UNITED USA, INC DBA:	TRPSC/2 TEXAS 5X8 FLAGS 47	149.35
		FAST FIELD MOBILE FORMS	MOBILE FORMS SUBSCRIPTION	20.00
			MOBILE FORMS SUBSCRIPTION	20.00
			MOBILE FORMS SUBSCRIPTION	20.00
		LINCOLN	LTD INSURANCE PREMIUMS	45.73
		MATERA PAPER CO INC	TRPSC/CLEANING PRODUCST	1,388.18
		MICHAEL C. PESCHEL	KITE DAY	250.00
		MOBILE MINI, INC	TRPSC/8/23-9/21/17 737218	102.00
		MOSS & MOSS INC. #5000	POOLS/MURIATIC ACID 89281	61.13
		PAUL'S POOL SERVICE	POOLS/POOLIFE CLEAN GRANUL	169.00
		RELIANT ENERGY SOLUTIONS	MONTHLY ELECTRIC BILL	3,618.80
			MONTHLY ELECTRIC BILL	1,708.19
		ROJAS TACOS	TRPSC TOURNAMENT FOOD	240.00
			TRPSC TOURNAMENT FOOD	200.00
		YMCA GREATER WMSON COUNTY	POOLS-CONTRACT-AUG 1, 2017	30,037.86
		SCOTT & WHITE HEALTHCARE	HEALTH PREMIUMS	2,678.94
			TERM COV. J. SPROWLES	535.78-
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	405.19
			FICA CONTRIBUTIONS AND MAT	401.63
			MEDICARE CONTRIB AND MATCH	94.76
			MEDICARE CONTRIB AND MATCH	93.93
		SAM'S CLUB DIRECT	SALES TAX CREDIT	35.28-
			TRPSC TOURNAMENT	1,534.39
			P-CARD PAID-TRPSC TOURNAME	1,499.11-
			TRPSC/TOURNAMENT FOOD	1,499.11
		TAYLOR PRESS	P&R/JULY 4TH ADVERTISING19	600.00
		TAYLOR OFFICE PRODUCTS INC	P&R KITE DAY FLYERS	450.00
		TX DEPT OF AGRICULTURE	C CUNNINGHAM/HERB LICENSE	75.00
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	866.41
			CONTRIBUTIONS	859.41
		VERIZON WIRELESS	CELL PHONE	171.04
			IPAD	64.06
		WAL-MART COMMUNITY/GEMB	WATER CANS	11.76
			SKILLET SLOW COOKER CHOPPE	132.29
			WATER CANS	7.84
			COFFEE & COOKWARE TRPSC TO	19.62
			COND CHEESE TRPSC TOURNAME	24.96
			HB BUNS PATTIES LETTUCE TR	55.33
			HAMB BUNS PATTIES CHIPS TR	38.50
			SUPPLIES	28.86
		WAYNE GING PLUMBING, LLC	BB/TOILET REPAIR 9809	123.00
			BB WOMENS RR/SINK REPAIR 9	140.00
		WILLIAMSON COUNTY GRAIN	TRPSC/MARKING DYE 124999	138.00
		BUILD A SIGN	CUSTOM PREMIUM BANNER	182.21
		EWING IRRIGATION PRODUCTS	TRPSC/HERBICIDE	395.07
		MCCOY'S BUILDING SUPPLY	TRPSC/HARDWARE 5348609	13.16
			TRPSC/CONCREET MIX 534860	126.91
		QUICKSCORES LLC	SCORING SERVICE	48.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		AMAZON.COM	POPCORN & SUPPLIES FOR TOU	384.31
			ELECTRIC 18 HOTDOG ROLLER	99.99
			(2) CHILLED CONDIMENT SERV	44.98
			E-FAS-DPD TITRATING DPD PO	78.23
			POOL & SPA WATER TEST STRI	155.97
			IPAID AIR KEYBOARD	40.98
			P&R/TOURNAMENT FOOD	600.00
			P&R TOURNAMENT ROOD-P-CARD	600.00-
		AMANDA'S HONEY POTS	ROBINSON PORTAPOTY 8/18-9/	125.00
		CTRMA PROCESSING	TOLL FEES	9.61
		CINTAS CORPORATION #86	TRPSC/UNIFORMS 79068	33.80
			TRPSC/UNIFORMS 582658	27.49
			TRPSC/UNIFORMS 586260	27.49
			TRPSC/UNIFORMS 589894	27.49
		PEPSI BOTTLING COMPANY	TRPSC-PEPSI CONTRACT	1,420.70
		RYAN SANDERS SPORTS SERVICES, LLC	TRPSC/MARKING CHALK/PAINT	597.00
		PIONEER MANUFACTURING COMPANY INC.	TRPSC/MARKING PAINT	540.00
			TRPSC-STRIPING PAINT	284.00
		COMMERCIAL SWIM MANAGEMENT, LLC	POOLS/CHEMS	671.85
			POOLS/CHEMS	437.50
			POOLS/CHEMS	709.50
		THOR GUARD, INC.	PARKS/LIGHTNING DET SYS RE	697.66
		LIGHTNING PREDICTION SALES & SERVICES,	PARKS/LIGHTNING DETECT QUA	350.00
		CINTAS CORP DBA FIRST AID & SAFETY	TRPSC-EYEWASH SYSTEM	605.67
			TRPSC-MED KIT REFILLS	1,385.90
			TRPSC-MED KIT REFILL	81.69
		SUN LIFE ASSURANCE COMPANY	DENTAL INSURANCE	135.06
			DENTAL INSURANCE	112.55
			TOTAL:	62,423.49
INTERNAL SERVICES/BLDG	GENERAL FUND	AT&T	352-3675	1,396.22
		BREWMESUM COFFEE	COFFEE SERVICE	15.00
			COFFEE	17.97
			COFFEE	18.11
		TEXAS DEPARTMENT OF INFORMATION RESOUR	MONTHLY PHONE BILL	3.21
			MONTHLY PHONE BILL	0.97
		GULF COAST PAPER CO. INC.	BOWL/CLEANER/TISSUE	229.74
			1424 N MAIN/TISSUE 1358276	86.82
			1424 N MAIN/TOWELING 13618	41.26
			ST,GR/PKS TISSUE/LINENS	80.34
			TISSUE/LINERS	169.58
		HOME DEPOT CREDIT SERVICES	STA 1-FILTERS	39.77
		JOSEPH DEAN GLOVER DBA:	PEST CONTROL	945.00
			FIRE ANTS	50.00
			PEST CONTROL	60.00
		KRUSE, KELLY D. DBA KRUSE ELECTRIC SER	CH-REPLACE GFI PLUG	71.15
		LINCOLN	LTD INSURANCE PREMIUMS	40.64
		MATERA PAPER CO INC	CARPET SWEEPER/YELLOW CLOT	218.08
		MOSS & MOSS INC. #6000	ROBINSON PK-LATCH GUARD	10.22
			ACO-CABLE TIE	13.00
			COURTS NAILS	3.15
			BULL BRANCH CONDUIT	4.92
			MOP HEAD	15.42
			LIBRARY-BATTERIES	22.25
			POLICE KEYS	5.25
			STA 1-CORDS/FAN	45.77

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		NANCY'S KEYS LOCKS & MORE	KEYS	80.00
		OFFICE DEPOT CORPORATION	NOTEBOOKS/BATTERY	33.14
			NOTEBOOKS	21.98
			COPY PAPER	0.59
		MIMMS, RONNIE A DBA ALL AREA OVERHEAD	AIRPORT-ADJUSTED CABLES	125.00
		RELIANT ENERGY SOLUTIONS	MONTHLY ELECTRIC BILL	1,693.80
		SCOTT & WHITE HEALTHCARE	HEALTH PREMIUMS	2,143.13
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	423.59
			FICA CONTRIBUTIONS AND MAT	416.45
			MEDICARE CONTRIB AND MATCH	99.06
			MEDICARE CONTRIB AND MATCH	97.39
		SOUTHERN COMPUTER WAREHOUSE	KEYBOARD	45.13
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	810.12
			CONTRIBUTIONS	796.18
		ATMOS ENERGY	NATURAL GAS-400 PORTER	42.50
		VERIZON WIRELESS	CELL PHONE	85.52
			MIFI	64.06
		WAL-MART COMMUNITY/GEMB	CLEANING SUPPLIES	211.25
			TELEPHONE	5.98
		WAYNE GING PLUMBING, LLC	LIBRARY-REPAIR WATER HEATE	75.00
			MUNI CT-REPAIRED TOILET	123.00
		A & B RESTORATION, INC	STEAM CLEAN CARPET	225.00
		MCCOY'S BUILDING SUPPLY	CH-STA 2/CEILING TILES	36.32
		ITUNES STORE	ICLOUD STORAGE	0.99
		SPARKLETTS & SIERRA SPRINGS	COOLER RENTAL	24.17
		PROVANTAGE LLC	SURFACE PENS	107.69
		CINTAS CORPORATION #86	MATS	134.06
			MATS	134.06
			MATS	137.73
			MATS	134.06
		SUN LIFE ASSURANCE COMPANY	DENTAL INSURANCE	90.04
			DENTAL INSURANCE	90.04
		SHARCO TECHNOLOGIES, INC.	FIRE ADM-REPAIR PHONE	188.50
			MUNI CT-CHECK FAX LINE	180.00
			TOTAL:	12,479.37
ENGINEERING & INSPECTI	GENERAL FUND	BURKS REPROGRAPHICS	ENGINEER/PLOTTER PLANNER	90.00
		RELIANT ENERGY SOLUTIONS	MONTHLY ELECTRIC BILL	72.96
		VERIZON WIRELESS	CELL PHONE	0.00
		SLEDGE ENGINEERING LLC	JULY 2017 RETAINER	2,350.00
			TOTAL:	2,512.96
INTERNAL SVC/ I T DEPT	GENERAL FUND	LINCOLN	LTD INSURANCE PREMIUMS	11.08
		SCOTT & WHITE HEALTHCARE	HEALTH PREMIUMS	535.79
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	90.59
			FICA CONTRIBUTIONS AND MAT	91.59
			MEDICARE CONTRIB AND MATCH	21.19
			MEDICARE CONTRIB AND MATCH	21.42
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	206.95
			CONTRIBUTIONS	208.90
		VERIZON WIRELESS	CELL PHONE	42.76
			MIFI	32.03
		OLLE NETWORK TECH CONSULTANTS DBA ON	IT CONSULTING	1,922.33
		ACC BUSINESS	INTERNET	925.43
		SUN LIFE ASSURANCE COMPANY	DENTAL INSURANCE	22.51
			DENTAL INSURANCE	22.51

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	4,155.08
NON-DEPARTMENTAL	GENERAL FUND	LANGFORD COMMUNITY MGMT	HAZARD MITIGATION	9,450.00
			HAZARD MITIGATION PLAN	7,650.00
		TML INTERGOVERNMENTAL	JUNE 2017 DEDUCTIBLES	1,400.00
			TOTAL:	18,500.00
TIF EXPENDITURES	TIF (TAX INCREMENT	SEC PLANNING, LLC	HERITAGE PARK-JULY 2017	1,690.00
			GATEWAY SIGNS-JULY 17	3,379.58
			TOTAL:	5,069.58
HOTEL/MOTEL TAX	HOTEL/MOTEL FUND	TAYLOR CHAMBER OF COMMERC	JUNE HOTEL/MOTEL COLLECTIO	5,898.64
			MAY HOTEL/MOTEL COLLECTION	5,094.73
			TOTAL:	10,993.37
CONTRIBUTE CIVIC PROGR	MAIN STREET REVENU	RAVE PROPERTY MGT. FOR RICHARD & FAYE	#11 OF 12-2ND ST VINTAGE O	244.26
		QUINN, J PATRICK DBA MAIN STREET CENTE	#9 OF 12-MAGPIE	230.02
		CWMRY BOYD II LLC	#4 OF 12-PILOT KNOB WINERY	480.00
			#4 OF 12-PURO CORAZON	713.75
		BOLES, SHANNON R.	#12 OF 12-THE HAWT SPOT	240.20
		MORRIS, KARYN DBA SWEET & SOUTHERN FIN	#4 OF 12-QUICHE & CRUMB PA	215.00
		S.R. SCOTT FAMILY LIMITED PARTNERSHIP	#4 OF 12-TAYLOR STATION	500.00
		4TH & MAIN, LLC	#4 OF 12-TROUVAILLE ANTIQU	500.00
			TOTAL:	3,123.23
LIBRARY	LIBRARY GRANT/DONA	OVERDRIVE, INC	DIGITAL BOOKS	83.32
		LERNER UNIVERSAL CORP DBA LERNER PUBLI	TX BOOK FESTIVAL GRANT PUR	21.81-
			TX BOOK FESTIVAL GRANT PUR	2,012.86
			TX BOOK FESTIVAL GRANT PUR	143.96
			LIBRARY BOOKS TX BOOK FEST	183.90
			TOTAL:	2,402.23
I & S PAYMENT ACCOUNTS	I & S FOR G O BOND	BANK OF AMERICA NA	CO SERIES 2006(FEB CORRECT	89,000.00-
			CO SEREIS 2007	60,000.00
			CO SEREIS 2007(FEB CORRECT	79,376.75-
		JP MORGAN CHASE BANK-GO REF 2015	GO REF 2015	265,000.00
			GO REF 2015	26,124.11
		REGIONS BANK - DEBT PAYMENTS	CO SERIES 2008	70,000.00
			CO SERIES 2008	8,175.00
			CO SERIES 2010	55,000.00
			CO SERIES 2010	32,880.00
			CO SERIES 2012	40,000.00
			CO SERIES 2012	10,887.50
			GO SERIES 2010	105,000.00
			GO SERIES 2010	10,287.50
		THE BANK OF NEW YORK MELLON	GO REF 2012	110,000.00
			GO REF 2012	43,750.00
			CO SERIES 2017	28,586.00
			GO REF 2009	470,000.00
			GO REF 2009	24,625.00
			GO REF 2016	58,900.00
		WILMINGTON TRUST, NA	CO SERIES 2013	25,000.00
			CO SERIES 2013	59,000.00
			SERIES 2013	300.00
			TOTAL:	1,335,138.36

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
INVALID DEPARTMENT	MDUS I&S	REGIONS BANK - DEBT PAYMENTS	CO SERIES 2012	90,000.00
			CO SERIES 2012	21,662.50
			TOTAL:	111,662.50
I & S PAYMENT ACCOUNTS	I&S UTILITY CO'S &	BANK OF AMERICA NA	CO SERIES 2006	50,000.00
			CO SERIES 2006	89,000.00
			CO SERIES 2006(FEB CORRECT	89,000.00
			CO SEREIS 2007+FEB INT	266,185.00
		JP MORGAN CHASE BANK-GO REF 2015	GO REF 2015	15,000.00
			GO REF 2015	18,110.46
		REGIONS BANK - DEBT PAYMENTS	CO SERIES 2008	205,000.00
			CO SERIES 2008	12,512.50
			CO SERIES 2010	55,000.00
			CO SERIES 2010	37,112.50
			GO SERIES 2010	620,000.00
			GO SERIES 2010	12,400.00
		THE BANK OF NEW YORK MELLON	GO REF 2012	170,000.00
			GO REF 2012	13,950.00
			CO SERIES 2017	39,893.36
			GO REF 2009	235,000.00
			GO REF 2009	19,412.50
			GO REF 2016	101,300.00
			TOTAL:	2,048,876.32
AIRPORT CO'S-I&S ACCOU	I & S FOR AIRPORT	REGIONS BANK - DEBT PAYMENTS	GO SERIES 2010	30,000.00
			GO SERIES 2010	2,836.25
		THE BANK OF NEW YORK MELLON	CO SERIES 2017	25,613.00
			TOTAL:	58,449.25
AMY YOUNG BARRIER REMO	GENERAL CAPITAL IM	ON-CALL MANAGEMENT SERVICES, INC	AYBR-106 S ROBINSON	22,425.00
			AYBR-1005 VANCE	22,675.00
		STEVENSON, ROBERT DBA EQUITY CDC	AYBR-106 S ROBINSON	3,725.00
			AYBR ADMIN SERVICE	1,000.00
			TOTAL:	49,825.00
2014 & 2015 CDBG STREE	GENERAL CAPITAL IM	ALLIANCE ENGINEERING GROUP INC.	CDBG-4TH ST-5/26-6/25/17	5,863.00
		SMITH CONTRACTING CO INC	SMITH CONTRACTING-PAY APP#	104,750.60
		SLEDGE ENGINEERING LLC	CDBG STREETS	550.00
			TOTAL:	111,163.60
HWY 95 BIKE/PEDESTRIAN	GENERAL CAPITAL IM	KSA ENGINEERS, INC.	TX DOT HWY 95 TRAILS	881.40
			TOTAL:	881.40
FEMA 4TH ST BRIDGE TRA	GENERAL CAPITAL IM	TCB CONSTRUCTION INC.	FIANL FEMA-4TH ST TRAIL	39,056.00
			TOTAL:	39,056.00
HERITAGE/SKATE PARK	GENERAL CAPITAL IM	SLEDGE ENGINEERING LLC	CIP SKATE PARK	500.00
			TOTAL:	500.00
GIVENS COMMUNITY CENTE	GENERAL CAPITAL IM	SLEDGE ENGINEERING LLC	GIVENS CENTER	750.00
			TOTAL:	750.00
TP&W ROBINSON PARK GRA	GENERAL CAPITAL IM	SLEDGE ENGINEERING LLC	ROBINSON PARK SPRAYGROUND	1,200.00
			TOTAL:	1,200.00
HOME PROGRAM-TDHCA	GENERAL CAPITAL IM	LANGFORD COMMUNITY MGMT	HOME-115 FRANKLIN	3,400.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			HOME-128 2ND AVE	3,400.00
			HOME-210 MLK	3,400.00
			HOME-112 TENNESSEE	3,400.00
			HOME-121 2ND ST	3,400.00
			HOME-604 STURGIS	3,600.00
			TOTAL:	20,600.00
MUSTANG CREEK TRIBUTOR	MDUS IMPROVEMENT P	SCHEIBE, ERIC C. DBA SCHEIBE CONSULTIN	MUSTANGE CK-TRIBUTARY 1	2,210.00
			TOTAL:	2,210.00
MDUS (8) PROJECT DESIG	MDUS IMPROVEMENT P	HALFF ASSOCIATES, INC.	MDUS PROJECT DESIGN (8)	4,132.12
			TOTAL:	4,132.12
EDMOND ST PH 1 MDUS	MDUS IMPROVEMENT P	HALFF ASSOCIATES, INC.	EDMOND/MILLS PHASE 1	3,829.70
			EDMOND-BID PHASE 1	3,263.70
			TOTAL:	7,093.40
TRANSPORTATION	TRANSPORTATION FUN	PANTHER CREEK TRANSPORTATION	2ND AVE-HAUL 6 LDS D COLD	396.48
			2ND AVE-HAUL 6 LDS D COLD	393.00
		OLDCASTLE MATERIALS TEXAS INC.	2ND AVE-6 LDS OF D COLD	9,342.18
			TOTAL:	10,131.66
NON-DEPARTMENTAL	SANITATION FUND	TEXAS COMPTROLLER OF PUBLIC ACCOUNTS	SALES&USE TAX END JULY 201	6,353.57
			TOTAL:	6,353.57
SANITATION/TRASH	SANITATION FUND	PROGRESSIVE WASTE SOLUTIONS DBA WC OF	TRASH COLLECTION-JULY 2017	65,217.77
			TRASH COLLECTION-JULY 2017	43,125.17
			TRASH COLLECTION-JULY 2017	6,486.23
			RESIDENTIAL	65,242.47
			FRONT LOAD	43,340.30
			COMMERCIAL TOTERS	6,500.41
			TOTAL:	229,912.35
NON-DEPARTMENTAL	PUBLIC UTILITIES F	AFLAC	AFLAC AUGUST 2017 INVOICE	437.60
		ENRIQUEZ, BIANCA %TX CHILD SUPPORT SDU	01-0186 DANIEL JACOB GARCI	310.15
			01-0186 DANIEL JACOB GARCI	310.15
		NATIONWIDE RETIREMENT SOLUTIONS	EMPLOYEE CONTRIBUTIONS	165.00
			EMPLOYEE CONTRIBUTIONS	165.00
		SCOTT & WHITE HEALTHCARE	HEALTH PREMIUMS	3,362.62
		CITIZENS NATIONAL BANK	FEDERAL WITHHOLDING	2,504.02
			FEDERAL WITHHOLDING	2,320.30
			FICA CONTRIBUTIONS AND MAT	1,859.09
			FICA CONTRIBUTIONS AND MAT	1,793.86
			MEDICARE CONTRIB AND MATCH	434.78
			MEDICARE CONTRIB AND MATCH	419.54
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	2,252.86
			CONTRIBUTIONS	2,179.18
		UNUM LIFE INS CO OF AMERI	LIFE INSURANCE PREMIUMS	191.48
		SLEDGE ENGINEERING LLC	WWTP 2017 IMPROVEMENTS	5,600.00
			2017 STRATEGIC FACILITY PL	30,000.00
		MILLS, TERESA NICHOLE c/o TX CHILD SUP	01-346 EDWARD AVALOS, JR.	312.46
			01-346 EDWARD AVALOS, JR.	312.46
		SUN LIFE ASSURANCE COMPANY	DENTAL PAYABLE	425.26
			DENTAL PAYABLE	425.26
			TOTAL:	55,781.07

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
UTILITIES ADMINISTRATI	PUBLIC UTILITIES F	BREWMESUM COFFEE	COFFEE	17.97
			COFFEE	18.11
		BRINKS, INC.	JULY EXCESS TIME	2.24
		TEXAS DEPARTMENT OF INFORMATION RESOUR	MONTHLY PHONE BILL	10.07
		EVINS TEMPORARIES, INC.	TEMP-S MILES 05/30-06/2/17	260.93
			TEMP-S MILES 06/05-06/09/1	323.40
			TEMP-S MILES 06/12-06/16/1	529.20
			TEMP-S MILES 6/19-6/23/17	604.54
			S MILES-06/26-07/07/17	1,080.45
			TEMP-S MILES 07/10-07/14/1	588.00
			S MILES-TEMP 07/17-07/21/1	604.54
			TEMP- S MILES 7/24-7/28	584.33
			TEMP-S MILES 07/31-08/04/1	565.95
			TEMP S MILES-08/7-08/11/17	588.00
			TEMP S MILES-08/14-08/18/1	580.65
		FLUID METER SERVICE CORP	STANDARD METER SHOP TEST	65.00
		CORE & MAIN LP	BARREL LOCKS	246.50
		TYLER TECHNOLOGIES, INC	WEBSITE MAINTENANCE	50.00
			UT BILLING ONLINE COMPONEN	220.00
			WEBSITE MAINTENANCE	50.00
			UT BILLING MAINTENANCE ONL	220.00
		LINCOLN	LTD INSURANCE PREMIUMS	43.14
		MOSS & MOSS INC. #3000	VELCRO TAPE/PADLOCKS	87.35
			GATE VALVE	37.19
		OFFICE DEPOT CORPORATION	OFFICE SUPPLIES	119.68
			OFFICE SUPPLIES	10.40
			OFFICE SUPPLIES	381.15
			OFFICE SUPPLIES	5.69
			OFFICE SUPPLIES	25.98
			PENS	28.77
			COPY PAPER	3.33
		RELIANT ENERGY SOLUTIONS	MONTHLY ELECTRIC BILL	124.78
		SCOTT & WHITE HEALTHCARE	HEALTH PREMIUMS	2,143.15
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	382.43
			FICA CONTRIBUTIONS AND MAT	378.75
			MEDICARE CONTRIB AND MATCH	89.44
			MEDICARE CONTRIB AND MATCH	88.57
		SUBWAY SANDWICHES & SALADS	CUST SVC TRAINING TC UTILI	37.73
		TAYLOR OFFICE PRODUCTS INC	DOOR HANGERS	165.00
			COIN ENVELOPES	185.00
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	822.40
			CONTRIBUTIONS	815.23
		VERIZON WIRELESS	CELL PHONE	128.28
			CELL PHONE	32.03
		DAHILL	COLOR COPIES OVERAGE	31.23
		SUN LIFE ASSURANCE COMPANY	DENTAL INSURANCE	90.04
			DENTAL INSURANCE	90.04
			TOTAL:	13,556.66
WASTEWATER TREATMENT	PUBLIC UTILITIES F	ARNOLD OIL COMPANY OF AUSTIN, LP DBA A	LAWN BELT	9.63
			BELT	9.00
		AT&T	352-2412	64.32
		NCH CORPORATION DBA	WEED KILLER	943.62
		TEXAS DEPARTMENT OF INFORMATION RESOUR	MONTHLY PHONE BILL	0.20
		GRAINGER, W. W. INC.	FILTER CARTRIDGES	194.94
			FILTER CARTRIDGE	64.98

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		PROGRESSIVE WASTE SOLUTIONS DBA WC OF	3 SLUDGE	1,455.15
		LINCOLN	LTD INSURANCE PREMIUMS	19.05
		MOSS & MOSS INC. #3000	KEYS	5.25
		RELIANT ENERGY SOLUTIONS	MONTHLY ELECTRIC BILL	16,584.44
		RISE SKYBEAM/JAB BROADBAND INC.	INTERNET-100 OUR LADY GUAD	76.37
		SCOTT & WHITE HEALTHCARE	HEALTH PREMIUMS	1,071.56
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	270.57
			FICA CONTRIBUTIONS AND MAT	259.97
			MEDICARE CONTRIB AND MATCH	63.28
			MEDICARE CONTRIB AND MATCH	60.80
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	535.07
			CONTRIBUTIONS	514.40
		THONHOFF CONSULTING ENG.	O&M ONSITE	300.00
		TRACTOR SUPPLY COMPANY	SPRING	3.99
		VERIZON WIRELESS	CELL PHONE	85.52
		WAL-MART COMMUNITY/GEMB	MARKERS	7.44
			BLEACH	28.28
		USA BLUEBOOK; INC. DBA	AMMONIA	232.53
		GARCIA, DANIEL	TCEQ TESTING-REIMBURSEMENT	50.00
		CINTAS CORPORATION #86	UTIL UNIFORM RENTAL	17.12
			UTIL UNIFORM RENTAL	17.14
			UTILITY UNIFORMS	17.14
			UTIL UNIFORMS	17.14
		GORDON, DAN	SILICONE	17.45
			BUTCH BOOTS	89.99
		SUN LIFE ASSURANCE COMPANY	DENTAL INSURANCE	45.02
			DENTAL INSURANCE	45.02
		KOLAJA, JON BRETT DBA ADVANCED PROCESS	HYDRO RANGER	1,371.60
			TOTAL:	24,547.98
DISTRIBUTION/COLLECTIO	PUBLIC UTILITIES F	AT&T	352-3251	197.59
		SPOK, INC	ON CALL PAGER	14.13
		BREWMESUM COFFEE	COFFEE	20.00
		NCH CORPORATION DBA	LINERS	244.68
			TRUCK WASH	838.71
		CITY OF ROUND ROCK	JULY 2017 BAC-T	480.00
		TEXAS DEPARTMENT OF INFORMATION RESOUR	MONTHLY PHONE BILL	0.59
		DEPT OF STATE HEALTH SERVICES	JULY 2017 TEST STATEMENT	103.85
		DPC INDUSTRIES, INC.	CHLORINE	70.00
		ELGIN FLOWERS & GIFTS	FLOWERS R WALLA FATHER FUN	80.00
		HARBOR FREIGHT TOOLS	3.5IN INSPECTION CAMERA+RE	165.98
		LINCOLN	LTD INSURANCE PREMIUMS	122.35
		MOSS & MOSS INC. #3000	CONCRETE	3.99
			KEYS	23.24
			KEYS	3.99
			2 CYCLE ENGINE OIL	10.75
			PIPE, BIBB, COUPLING	29.36
		QUALITY INN & SUITES ON THE BEACH	MEAKER UTILITY MNGMT TRAIN	379.47
		RELIANT ENERGY SOLUTIONS	MONTHLY ELECTRIC BILL	3,487.11
		SCOTT & WHITE HEALTHCARE	HEALTH PREMIUMS	6,429.43
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	1,206.09
			FICA CONTRIBUTIONS AND MAT	1,155.14
			MEDICARE CONTRIB AND MATCH	282.06
			MEDICARE CONTRIB AND MATCH	270.17
		STENCE ELECTRIC	REPAIR PRESSURE SWITCH	748.83
		TAYLOR IRON-MACHINE WORKS	STRAIGHTEN FIRE HYDRANT SH	24.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	2,536.71
			CONTRIBUTIONS	2,437.21
		TRACTOR SUPPLY COMPANY	SEAN-BOOTS	129.99
			SPOTLIGHT, RAIN GEAR	14.99
			RAINGEAR	39.99
			RAIN GEAR	44.99
			BIB, RAINGEAR, BOOTS-ANTHO	261.96
			AVALOS BOOTS	159.99
		ATMOS ENERGY	NATURAL GAS-1200 N MAIN	86.99
		VERIZON WIRELESS	CELL PHONE	294.96
			MIFI	64.06
			IPAD	32.03
		WAL-MART COMMUNITY/GEMB	BATTERIES	38.88
			STAND	129.00
			TV	268.00
		MCCOY'S BUILDING SUPPLY	MANHOLE REPAIR	65.82
		ENVIRONMENTAL RESOURCE ASSOCIATES DBA	TESTING STANDARD	117.00
		AT&T U-VERSE	INTERNET	70.82
		CINTAS CORPORATION #86	UTIL UNIFORM RENTAL	78.06
			UTIL UNIFORM RENTAL	76.54
			UTILITY UNIFORMS	76.44
			UTIL UNIFORMS	76.44
		SLEDGE ENGINEERING LLC	JULY 2017 RETAINER	2,350.00
		AIRGAS INC DBA AIRGAS USA, LLC	TORCH RENTAL	48.74
		SUN LIFE ASSURANCE COMPANY	DENTAL INSURANCE	247.61
			DENTAL INSURANCE	247.61
			TOTAL:	26,386.34
UTILITIES NONDEPARTMEN	PUBLIC UTILITIES F	BRAZOS RIVER AUTHORITY	TREATED WATER-JULY 2017	133,210.29
			TREATED WATER-AUG 2017	133,210.29
		RUSSELL & RODRIGUEZ LLP	CNN MATTERS	875.00
			TOTAL:	267,295.58
NON-DEPARTMENTAL	AIRPORT FUND	CITIZENS NATIONAL BANK	FEDERAL WITHHOLDING	160.29
			FEDERAL WITHHOLDING	159.58
			FICA CONTRIBUTIONS AND MAT	97.12
			FICA CONTRIBUTIONS AND MAT	96.74
			MEDICARE CONTRIB AND MATCH	22.71
			MEDICARE CONTRIB AND MATCH	22.62
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	81.94
			CONTRIBUTIONS	81.94
			TOTAL:	722.94
AIRPORT OPERATIONS DEP	AIRPORT FUND	AT&T	352-5747	71.21
		AVFUEL CORP.	100LL AV GAS	18,776.77
		BREWMESUM COFFEE	COFFEE	18.12
		TEXAS DEPARTMENT OF INFORMATION RESOUR	MONTHLY PHONE BILL	2.01
		LINCOLN	LTD INSURANCE PREMIUMS	7.29
		MOSS & MOSS INC. #6000	PAINT FOR PILOT'S LOUNGE	59.50
		RELIANT ENERGY SOLUTIONS	MONTHLY ELECTRIC BILL	674.90
		RISE SKYBEAM/JAB BROADBAND INC.	INTERNET-303 AIRPORT RD	76.37
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	97.12
			FICA CONTRIBUTIONS AND MAT	96.74
			MEDICARE CONTRIB AND MATCH	22.71
			MEDICARE CONTRIB AND MATCH	22.62
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	141.64

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			CONTRIBUTIONS	141.64
		VERIZON WIRELESS	CELL PHONE	85.52
			TOTAL:	20,294.16
NON-DEPARTMENTAL	CEMETERY OPERATING	CITIZENS NATIONAL BANK	FEDERAL WITHHOLDING	160.83
			FEDERAL WITHHOLDING	155.33
			FICA CONTRIBUTIONS AND MAT	140.76
			FICA CONTRIBUTIONS AND MAT	138.31
			MEDICARE CONTRIB AND MATCH	32.91
			MEDICARE CONTRIB AND MATCH	32.35
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	158.92
			CONTRIBUTIONS	156.16
			TOTAL:	975.57
CEMETERY OPERATING DEP	CEMETERY OPERATING	AT&T	352-3531	69.59
		TEXAS DEPARTMENT OF INFORMATION RESOUR	MONTHLY PHONE BILL	3.39
		LINCOLN	LTD INSURANCE PREMIUMS	13.89
		RELIANT ENERGY SOLUTIONS	MONTHLY ELECTRIC BILL	49.55
		SCOTT & WHITE HEALTHCARE	HEALTH PREMIUMS	1,071.57
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	140.76
			FICA CONTRIBUTIONS AND MAT	138.31
			MEDICARE CONTRIB AND MATCH	32.91
			MEDICARE CONTRIB AND MATCH	32.35
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	274.70
			CONTRIBUTIONS	269.93
		VERIZON WIRELESS	CELL PHONE	42.76
		WMSON COUNTY CLERK	FILE 25 CEMETERY DEEDS	525.00
		CINTAS CORPORATION #86	ST,GR/UNIFORMS 582653	5.36
			CEM/UNIFORMS 586255	5.36
			CEM/UNIFORMS 589889	5.36
			ST,GR/UNIFORMS 593556	5.36
		KNIPPA, DANIEL	CEM/4 REG,1 DISINTER,1 ASH	2,350.00
			CEM/AUGUST 6 REG OPEN/CLOS	2,550.00
		SUN LIFE ASSURANCE COMPANY	DENTAL INSURANCE	45.02
			DENTAL INSURANCE	45.02
			TOTAL:	7,676.19
NON-DEPARTMENTAL	FLEET SERVICES OPE	AFLAC	AFLAC AUGUST 2017 INVOICE	103.45
		NATIONWIDE RETIREMENT SOLUTIONS	EMPLOYEE CONTRIBUTIONS	10.00
			EMPLOYEE CONTRIBUTIONS	10.00
		SCOTT & WHITE HEALTHCARE	HEALTH PREMIUMS	246.72
		CITIZENS NATIONAL BANK	FEDERAL WITHHOLDING	454.15
			FEDERAL WITHHOLDING	471.34
			FICA CONTRIBUTIONS AND MAT	251.17
			FICA CONTRIBUTIONS AND MAT	255.75
			MEDICARE CONTRIB AND MATCH	58.74
			MEDICARE CONTRIB AND MATCH	59.81
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	297.15
			CONTRIBUTIONS	302.32
		UNUM LIFE INS CO OF AMERI	LIFE INSURANCE PREMIUMS	33.96
		SUN LIFE ASSURANCE COMPANY	DENTAL PAYABLE	65.12
			DENTAL PAYABLE	65.12
			TOTAL:	2,684.80
FLEET SERVICES SECTION	FLEET SERVICES OPE	ARNOLD OIL COMPANY OF AUSTIN, LP DBA A	#600 VALVE	11.12
			#340 OIL	36.56

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			#331 HUB	315.34
			#539 OIL	63.84
			#331 ROTOR	323.76
			POLICE AIR COGS-MALE BODY	5.39
			LACQUER THINNER	92.95
			FLEET-WINDSHIELD WASH	60.90
			#602 TURN LIGHT	6.32
			#616 OIL/FILTER	32.46
			#733 OIL/FILTER	32.46
			POLICE CROWN-TIRE SENSOR	51.85
			#615 MUD FLAPS	7.60
			#400 OIL	15.96
			FLEET-WINDSHIELD WASH	7.77
			BRAKE FLUID/GLASS CLEANER	8.49
			Q1 HYDRAULIC OIL	39.69
			#560 OIL	21.66
			#336 OIL	36.56
			#506 OIL FILTERS	61.88
			Q1 OIL	47.88
			SHOP PLUG	15.28
			#307 OIL FILTER	27.89
			#514 OIL	79.99
			#604 MODULE	236.37
			#607 GAUGE	26.49
			#335 OIL	36.56
			#515 SIDE MARKER LIGHT ASS	8.47
			#99 BATTERY	28.58
			#100 OIL FILTER	32.46
			#101 OIL FILTER	32.46
			#334 OIL FILTER	36.56
			COOLANT/WINDSHIELD WASH	50.19
			#611 PUMP	178.39
			#515 REFLECTOR	2.07
			#340 ROTOR	228.00
			#516 FUEL TANK HOSE	25.69
			#29 BLOWER/RESISTOR	173.82
		AUSTIN POMA, INC	#553 LED BEACON	106.80
		AUSTIN TURF & TRACTOR	FINANCE CHARGE	1.30
		COUFAL-PRATER	#552 SHAFT	1,088.90
			WEEDEATER HEAD	55.96
			#516 FUEL FILTER	6.50
		FLOYDCO INC	#518 WINDSHIELD	175.00
		FREIGHTLINER OF AUSTIN	TWD4 REPAIRS	849.97
		GDI TIMS	INSPECTION LINE	3.61
		HENNA CHEVROLET INC	#102 STEPS	552.50
			#616 FUEL CAP	20.03
			#337 LATCH HANDLE	73.33
			#560 HOSE	21.35
			#335 STRUP MOUNTS	204.34
			#335 CLAM	15.62
			#335 ARM/NUT	303.11
			#334 HOSE	103.04
			#29 BASE	22.38
			#102 MAT	68.00
			#29 ANTENNA	27.81
			#615 SEAL NUT	50.50

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		O'REILLY AUTOMOTIVE, INC.	#331 SEAT COVER	45.99
			#331 BRAKE PADS	153.15
			#340 PAD SET	78.02
			SHOP-CABLE	14.99
		HOME DEPOT CREDIT SERVICES	PRESSURE POWER WASHER	599.00
		INTERSTATE BATT. N AUSTIN	C2 BATTERY	117.55
			#560 BATTERY	104.91
			#307 BATTERY	102.76
			#604 BATTERY	115.65
		LAWSON PRODUCTS INC.	SCREWS	6.84
		LINCOLN	LTD INSURANCE PREMIUMS	27.50
		MOSS & MOSS INC. #8000	COUPLING	14.93
			SPIRIT THINNER	40.43
			UTILITY KNIFE	5.57
			EDGE BLADE	6.50
			TND4 PIPE CAP	2.78
			#307 KEYS	46.49
			DEODORIZER	22.14
		PROFESSIONAL TURF PDT INC	#567 BELT	294.35
		MIMMS, RONNIE A DBA ALL AREA OVERHEAD	#519 REPLACED TENSION SPRI	313.00
		SAFETY KLEEN SYSTEMS, INC	WATER SOLVENT	212.74
		SHARE CORPORATION	EVAP AEROSOL/WHEEL WEIGHT	298.19
		SKILLPATH SEMINARS	PUBLIC SPEAKING	249.00
		SCOTT & WHITE HEALTHCARE	HEALTH PREMIUMS	1,071.56
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	251.17
			FICA CONTRIBUTIONS AND MAT	255.75
			MEDICARE CONTRIB AND MATCH	58.74
			MEDICARE CONTRIB AND MATCH	59.81
		SPILLAR CUSTOM HITCHES,IN	#102 HEADRACK/BED MAT	568.00
		TRUCK BODIES & EQUIP INT INC	#565 VALVE	165.30
		EWALD KUBOTA INC	#400 FILTERS	150.67
			#400 THERMOSTAT	30.02
			#732 SPARK PLUG/FILTERS	109.95
			#400 GAUGE	40.02
			#732 GAUGE	20.99
			#732 GAUGE	42.89
			KUBOTA MOWER SWITCH COVER	53.72
		TAYLOR IRON-MACHINE WORKS	#607 REPAIR SUCTION FAN	1,348.40
			#519 REPAIR RAMP	74.00
		PALBO O. FLORES DBA PAULS BODY SHOP &	#604 TOWING	60.00
		TONY MORGAN DBA:	#613 MOUNT TIRES	120.00
		TEXAS MUNICIPAL RETIREMENT	CONTRIBUTIONS	513.64
			CONTRIBUTIONS	522.58
		THOMPSON, LISA	REIMB-#616/102/601/624 REG	75.50
		TRACTOR SUPPLY COMPANY	B2 RAIN CAP	19.98
		TRS SPRAY EQUIPMENT	REPAIR KIT	98.73
		VERIZON WIRELESS	CELL PHONE	85.52
			IPAD	32.03
		WILLIAMSON COUNTY EQUIP.	PARKS BLOWER CARBURETOR	104.93
			#630 WHEEL ASSY	44.98
		ZEP MANUFACTURING CO.	ACID SPRAYS	88.05
		KNAPHEIDE TRUCK EQUIP CENTER	#615 LATCH	193.27
		PRECISION MOBILE TINT	#102 WINDOW TINT	165.00
		AUTOMOTIVE SERVICE EXCELLENCE	PERRY-MANUAL DRIVE TRAIN	75.00
			HESELMEYER - AUTOMATIC TRA	39.00
		LOWE'S HOME CENTERS INC	PORTABLE A/C	279.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		CINTAS CORPORATION #86	FLEET/UNIFORMS 579064	18.36
			FLEET/UNIFORMS 582654	39.75
			FLEET/UNIFORMS 586256	18.36
			FLEET/UNIFORMS 589890	21.47
			FLEET/UNIFORMS 593557	35.47
		TAYLOR LUBE CENTER	#604 OIL CHANGE	45.98
			#617 OIL CHANGE	70.98
			#603 OIL CHANGE	36.43
		GADDES, LARRY, WILLIAMSON CTY TAX ASSE	#515/544/63/562 REGISTRATI	30.00
			HG/604/123/506 REGISTRATIO	41.00
		SIDDONS MARTIN EMERGENCY GROUP LLC	T1 PUMP TEST	2,007.11
			Q1 PUMP TEST	1,962.86
			Q1 REPAIRS	2,488.46
			TND 4 REPAIRS	963.51
			TND 4 REPAIRS	1,087.55
			T1 REPAIR	236.38
			Q1 LIGHT	34.33
		AIRGAS INC DBA AIRGAS USA, LLC	OXYGEN	132.35
		FLEETCOR TECHNOLOGIES, INC.LLC DBA FUE	FUEL	5,669.05
			FUEL	5,597.94
		SUN LIFE ASSURANCE COMPANY	DENTAL INSURANCE	45.02
			DENTAL INSURANCE	45.02
			TOTAL:	36,567.82
FLEET REPLACEMENT	FLEET REPLACEMENT	CITIZENS NTL BANK-CAPITAL EQUIP ACCT	2017 ANNUAL EQUIP FINANCE	65,481.50
			2017 ANNUAL EQUIP FINANCE	3,144.89
			PAY #26 CAPITAL EQUIP ACCT	4,942.61
			PAY #26 CAPITAL EQUIP ACCT	386.64
		JP MORGAN EQUIPMENT FINANCE	PAY#2 LEASE-PURCHASE AGREE	96,302.06
			PAY#2 LEASE-PURCHASE AGREE	6,916.12
		JOHN DEERE FINANCIAL F.S.B.	020-0056894-002	4,194.81
			020-0056894-003	228.71
		SANTANDER LEASING LLC	PO#1GC1VCGOEF 148431	17,167.82
			PO#1GC1VCGOEF 148431	466.37
			TOTAL:	199,231.53
NON-DEPARTMENTAL	POOLED CASH	JPMORGAN CHASE BANK NA	JUL-AUG 2017 TRANSACTIONS	17,248.21
			TOTAL:	17,248.21

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT

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

100	GENERAL FUND	584,835.83
119	TIF (TAX INCREMENT FUND)	5,069.58
120	HOTEL/MOTEL FUND	10,993.37
123	MAIN STREET REVENUE FUND	3,123.23
129	LIBRARY GRANT/DONATION	2,402.23
140	I & S FOR G O BONDS	1,335,138.36
143	MDUS I&S	111,662.50
144	I&S UTILITY CO'S & BONDS	2,048,876.32
146	I & S FOR AIRPORT CO'S	58,449.25
162	GENERAL CAPITAL IMPROVEME	223,976.00
164	MDUS IMPROVEMENT PROJECTS	13,435.52
210	TRANSPORTATION FUND	10,131.66
320	SANITATION FUND	236,265.92
340	PUBLIC UTILITIES FUND	387,567.63
350	AIRPORT FUND	21,017.10
370	CEMETERY OPERATING FUND	8,651.76
382	FLEET SERVICES OPERATING	39,252.62
384	FLEET REPLACEMENT FUND	199,231.53
950	POOLED CASH	17,248.21
	GRAND TOTAL:	5,317,328.62

TOTAL PAGES: 24

08/31/17

Attachment D

Operating Funds Balance Sheets

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

BALANCE SHEET

AS OF: AUGUST 31ST, 2017

100-GENERAL FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
======				
100-100-100	PETTY CASH	1,900.00		
100-100-102	CLAIM ON POOLED CASH	(941,251.49)		
100-100-105	MONEY MARKET @CNB #4260618	12,227.18		
100-100-108	TEXSTAR (NED) MOODY MUSEUM	245,869.29		
100-100-109	PRINCOR GEN FUND 6FR-139362	683,823.25		
100-100-110	TEXPOOL 2465300006 POOLED CASH	4,099,555.98		
100-100-113	TEXPOOL 2465300015 N MOODY	50,498.48		
100-120-100	PROPERTY TAXES RECEIVABLE	122,955.41		
100-120-103	MISC. ACCOUNTS RECEIVABLE	6,722.07		
100-120-120	SALES TAXES RECEIVABLE	520,969.02		
100-120-250	DUE FROM FUND 350 FOR LOAN	28,575.00		
100-170-100	CURRENT YR RES FOR ENCUMBRANCE	(105,964.16)		
100-170-101	PRIOR YR RES FOR ENCUMBRANCE	69,365.99		
			4,795,246.02	
	TOTAL ASSETS			4,795,246.02
				==============
LIABILITIES				
===========				
100-200-110	ENCUMBERED PAYABLE GEN.	(105,964.16)		
100-200-111	PRIOR YEAR ENCUMBRANCE	69,365.99		
100-200-203	DEFERRED COMP PAYABLE	1,385.88		
100-200-210	CHILD SUPPORT PAYABLE	(92.31)		
100-200-212	UNUM LIFE INS PAYABLE	(278.99)		
100-200-213	DENTAL PAYABLE	71.86		
100-200-214	AFLAC PAYABLE	2,552.28		
100-200-216	CINCINNATI LIFE PAYABLE	28.71		
100-200-218	BLUE CHOICE PAYABLE	27.62		
100-200-219	SCOTT & WHITE HEALTH PAYABLE	(1,881.52)		
100-200-220	S&W PAYABLE 2001-2011	(9,793.98)		
100-200-222	PRE-PAID LEGAL PAYABLE	158.35		
100-200-229	MET LIFE DENTAL PAYABLE	(551.91)		
100-200-231	MEMBERSHIP/DUES PAYABLE	200.00		
100-200-232	COURT BOND REFUND PAYABLE	285.00		
100-200-233	OTHER A/P PENDING (AUDITOR)	(52,259.66)		
100-200-301	COURT COLLECTIONS	6,150.95		
100-200-500	DUE TO OTHER FUNDS	158,703.93		
100-200-502	DUE TO STATE/COURT FEES	26,272.83		
100-200-505	DUE TO OMNIBASE SERVICES INC	1,049.79		
100-200-507	DUE TO S&W/COBRA FROM OTHERS	(592.54)		
100-200-509	DUE TO TMRS FROM TEDC	79.60		
100-210-111	DUE TO I&S (TAX COLLECTIONS)	2,153.54		
100-240-100	DEFERRED TAX REVENUE	122,955.41		
100-240-101	UNCLAIMED FUNDS	12,115.79		
	TOTAL LIABILITIES		232,142.46	

BALANCE SHEET

AS OF: AUGUST 31ST, 2017

100-GENERAL FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
EQUITY				
======				
100-260-113	ESCROW-BONDS POSTED-DEFENDENTS	7,161.00		
100-270-100	FUND BALANCE	4,026,038.85		
100-280-100	ASSIGNED FUND BALANCE	32,396.29		
	TOTAL BEGINNING EQUITY	4,065,596.14		
	TOTAL REVENUE	10,969,734.04		
	TOTAL EXPENSES	10,472,226.62		
	TOTAL INCREASE/(DECREASE) IN FUND BAL.	497,507.42		
	TOTAL EQUITY & FUND BALANCE		4,563,103.56	
	TOTAL LIABILITIES, EQUITY & FUND BALANCE			4,795,246.02
				==============

BALANCE SHEET

AS OF: AUGUST 31ST, 2017

119-TIF (TAX INCREMENT FUND)

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
======				
119-100-102	CLAIM ON POOLED CASH	84,928.88		
119-100-115	TEXPOOL 246530004 TIF PROP TAX	660,938.76		
			745,867.64	
	TOTAL ASSETS			745,867.64
				==============
LIABILITIES				
===========				
EQUITY				
======				
119-270-100	FUND BALANCE	677,680.65		
	TOTAL BEGINNING EQUITY	677,680.65		
	TOTAL REVENUE	265,363.66		
	TOTAL EXPENSES	197,176.67		
	TOTAL INCREASE/(DECREASE) IN FUND BAL.	68,186.99		
	TOTAL EQUITY & FUND BALANCE		745,867.64	
	TOTAL LIABILITIES, EQUITY & FUND BALANCE			745,867.64
				==============

BALANCE SHEET

AS OF: AUGUST 31ST, 2017

120-HOTEL/MOTEL FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
======				
120-100-102	CLAIM ON POOLED CASH	69,872.54		
			69,872.54	
	TOTAL ASSETS			69,872.54
				==============
LIABILITIES				
===========				
EQUITY				
======				
120-270-100	FUND BALANCE	63,981.28		
	TOTAL BEGINNING EQUITY	63,981.28		
	TOTAL REVENUE	74,641.26		
	TOTAL EXPENSES	68,750.00		
	TOTAL INCREASE/(DECREASE) IN FUND BAL.	5,891.26		
	TOTAL EQUITY & FUND BALANCE		69,872.54	
	TOTAL LIABILITIES, EQUITY & FUND BALANCE			69,872.54
				==============

BALANCE SHEET

AS OF: AUGUST 31ST, 2017

123-MAIN STREET REVENUE FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
======				
123-100-102	CLAIM ON POOLED CASH	7,116.42		
			7,116.42	
	TOTAL ASSETS			7,116.42
				==============
LIABILITIES				
===========				
EQUITY				
======				
123-270-100	FUND BALANCE	5,024.81		
	TOTAL BEGINNING EQUITY	5,024.81		
	TOTAL REVENUE	62,861.96		
	TOTAL EXPENSES	60,770.35		
	TOTAL INCREASE/(DECREASE) IN FUND BAL.	2,091.61		
	TOTAL EQUITY & FUND BALANCE		7,116.42	
	TOTAL LIABILITIES, EQUITY & FUND BALANCE			7,116.42
				==============

BALANCE SHEET

AS OF: AUGUST 31ST, 2017

125-MUNICIPAL CRT SPECIAL FEE

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
======				
125-100-102	CLAIM ON POOLED CASH	120,303.49		
125-170-100	CURRENT YR RES FOR ENCUMBRANCE	(1,253.00)		
125-170-101	PRIOR YR RES FOR ENCUMBRANCE	1,253.00		
			120,303.49	
	TOTAL ASSETS			120,303.49
				==============
LIABILITIES				
===========				
125-200-110	CURRENT YEAR ENCUMBRANCE	(1,253.00)		
125-200-111	PRIOR YEAR ENCUMBRANCE	1,253.00		
EQUITY				
======				
125-270-100	FUND BALANCE	106,172.96		
	TOTAL BEGINNING EQUITY	106,172.96		
	TOTAL REVENUE	29,419.26		
	TOTAL EXPENSES	15,288.73		
	TOTAL INCREASE/(DECREASE) IN FUND BAL.	14,130.53		
	TOTAL EQUITY & FUND BALANCE		120,303.49	
	TOTAL LIABILITIES, EQUITY & FUND BALANCE			120,303.49
				==============

BALANCE SHEET

AS OF: AUGUST 31ST, 2017

129-LIBRARY GRANT/DONATION

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
129-100-102	CLAIM ON POOLED CASH	60,652.23		
129-100-103	TEXSTAR: NOBLE TRUST - 3444	881.14		
129-100-108	TEXSTAR; NED REQUEST (LIBRARY)	291,662.95		
129-170-100	CURRENT YR RES FOR ENCUMBRANCE	(1,436.37)		
129-170-101	PRIOR YR RES FOR ENCUMBRANCE	1,436.37		
			353,196.32	
	TOTAL ASSETS			353,196.32
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	10,945.00		
EQUITY				
129-270-100	FUND BALANCE	355,316.19		
	TOTAL BEGINNING EQUITY	355,316.19		
	TOTAL REVENUE	9,653.49		
	TOTAL EXPENSES	11,773.36		
	TOTAL INCREASE/(DECREASE) IN FUND BAL.	(2,119.87)		
	TOTAL EQUITY & FUND BALANCE		353,196.32	
	TOTAL LIABILITIES, EQUITY & FUND BALANCE			353,196.32

BALANCE SHEET

AS OF: AUGUST 31ST, 2017

200-ROADWAY IMPACT FEE FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
======				
200-100-102	CLAIM ON POOLED CASH	155,160.89		
			155,160.89	
	TOTAL ASSETS			155,160.89
				==============
LIABILITIES				
===========				
EQUITY				
======				
200-270-100	FUND BALANCE	105,540.10		
	TOTAL BEGINNING EQUITY	105,540.10		
	TOTAL REVENUE	49,620.79		
	TOTAL INCREASE/(DECREASE) IN FUND BAL.	49,620.79		
	TOTAL EQUITY & FUND BALANCE		155,160.89	
	TOTAL LIABILITIES, EQUITY & FUND BALANCE			155,160.89
				==============

BALANCE SHEET

AS OF: AUGUST 31ST, 2017

210-TRANSPORTATION FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
210-100-102	CLAIM ON POOLED CASH	823,997.38		
210-120-130	ACCTS RECEIVABLE TRANSPORTATIO	32,052.88		
210-170-100	CURRENT YR RES FOR ENCUMBRANCE	(665.86)		
			855,384.40	
	TOTAL ASSETS			855,384.40
LIABILITIES				
210-200-110	CURRENT YR ENCUMBRANCES	(665.86)		
	TOTAL LIABILITIES		(665.86)	
EQUITY				
210-270-100	FUND BALANCE	230,990.26		
	TOTAL BEGINNING EQUITY	230,990.26		
	TOTAL REVENUE	673,356.16		
	TOTAL EXPENSES	48,296.16		
	TOTAL INCREASE/(DECREASE) IN FUND BAL.	625,060.00		
	TOTAL EQUITY & FUND BALANCE		856,050.26	
	TOTAL LIABILITIES, EQUITY & FUND BALANCE			855,384.40

BALANCE SHEET

AS OF: AUGUST 31ST, 2017

300-MUNICIPAL DRAINAGE UTILIT

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
======				
300-100-102	CLAIM ON POOLED CASH	498,488.64		
300-120-100	DRAINAGE RECEIVABLE	12,283.02		
300-120-130	ALLOWANCE FOR DOUBTFUL ACCTS	(3,864.08)		
			506,907.58	
	TOTAL ASSETS			506,907.58
				==============
LIABILITIES				
===========				
EQUITY				
======				
300-270-100	FUND BALANCE	466,463.51		
	TOTAL BEGINNING EQUITY	466,463.51		
	TOTAL REVENUE	281,418.27		
	TOTAL EXPENSES	240,974.20		
	TOTAL INCREASE/(DECREASE) IN FUND BAL.	40,444.07		
	TOTAL EQUITY & FUND BALANCE		506,907.58	
	TOTAL LIABILITIES, EQUITY & FUND BALANCE			506,907.58
				==============

BALANCE SHEET

AS OF: AUGUST 31ST, 2017

320-SANITATION FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
======				
320-100-102	CLAIM ON POOLED CASH	216,719.48		
320-120-130	ACCTS RECEIVABLE GARBAGE	61,751.10		
320-120-131	ALLOWANCE-GARBAGE	(2,691.04)		
			275,779.54	
	TOTAL ASSETS			275,779.54
				==============
LIABILITIES				
===========				
320-200-500	ACCOUNTS PAYABLE PENDING	115,083.18		
320-200-503	DUE TO STATE COMPT SALES TAX	31,657.15		
	TOTAL LIABILITIES		146,740.33	
EQUITY				
======				
320-270-100	FUND BALANCE	111,879.09		
	TOTAL BEGINNING EQUITY	111,879.09		
	TOTAL REVENUE	1,405,933.23		
	TOTAL EXPENSES	1,388,773.11		
	TOTAL INCREASE/(DECREASE) IN FUND BAL.	17,160.12		
	TOTAL EQUITY & FUND BALANCE		129,039.21	
	TOTAL LIABILITIES, EQUITY & FUND BALANCE			275,779.54
				==============

BALANCE SHEET

AS OF: AUGUST 31ST, 2017

340-PUBLIC UTILITIES FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
======				
340-100-100	PETTY CASH	1,350.00		
340-100-102	CLAIM ON POOLED CASH	540,429.81		
340-100-107	TEXPOOL 2465300012 TOWER RENT	225,034.06		
340-100-110	TEXPOOL 2465300001 UTILITY FD	550,446.32		
340-100-118	TEXPOOL RATE STABILIZATION 18	140,890.45		
340-100-119	TEXPOOL CAPITAL OUTLAY-ASSETS	57,060.67		
340-100-120	TEXPOOL WORKING CAPITAL-CIP	75,477.04		
340-100-121	TEXPOOL 2017 WWTP IMPROVMNTS	1,381,684.44		
340-120-100	ACCOUNTS RECEIVABLE	352,996.71		
340-120-101	CURRENT REFUND PAYABLE	7,027.94		
340-120-102	UNAPPLIED CREDITS	(31,706.20)		
340-120-103	MISC. ACCOUNTS RECEIVABLE	30,868.43		
340-120-130	ALLOWANCE-ACCTS. RECEIVABLE	(6,352.22)		
340-140-100	INVENTORY	168,933.93		
340-150-100	BOND ISSUANCE COSTS	30,318.53		
340-150-105	DEFERRED AMT ON REFUNDING	80,539.39		
340-160-100	LAND	457,201.00		
340-160-200	BUILDINGS	6,363,714.34		
340-160-206	FIXED ASSETS: WORK IN PROGRESS	1,810,181.54		
340-160-225	PLANT DISTRIBUTION/COLLECTION	45,982,567.13		
340-160-235	EQUIPMENT	813,313.17		
340-170-100	CURRENT YR RES FOR ENCUMBRANCE	(179,078.17)		
340-170-101	PRIOR YR RES FOR ENCUMBRANCE	124,353.42		
340-190-103	ACCUMULATED DEPRECIATION	(20,311,026.63)		
			38,666,225.10	
	TOTAL ASSETS			38,666,225.10
				==============
LIABILITIES				
===========				
340-200-104	ACCRUED INTEREST PAYABLE	111,722.75		
340-200-110	CURRENT YEAR ENCUMBRANCES	(179,078.17)		
340-200-111	PRIOR YEAR ENCUMBRANCE	124,353.42		
340-200-200	FICA AND MEDICARE PAYABLE	(831.14)		
340-200-201	FEDERAL WITHHOLDING PAYABLE	(1,144.93)		
340-200-203	DEFERRED COMP PAYABLE	134.73		
340-200-208	ACCRUED VACATION	19,912.33		
340-200-210	NET PENSION LIABILITY	778,181.00		
340-200-212	UNUM LIFE INS PAYABLE	(113.41)		
340-200-213	DENTAL PAYABLE	(92.14)		
340-200-214	AFLAC PAYABLE	139.63		
340-200-218	BLUE CHOICE PAYABLE	175.48		
340-200-219	SCOTT & WHITE HEALTH PAYABLE	(2,753.71)		
340-200-222	PRE-PAID LEGAL PAYABLE	(37.85)		
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)		
340-200-500	ACCOUNTS PAYABLE PENDING	28,380.99		
340-200-999	UNRECONCILED DIFFERENCES	(3,840.72)		

BALANCE SHEET

AS OF: AUGUST 31ST, 2017

340-PUBLIC UTILITIES FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
340-210-100	UNAMORT. BOND DISCOUNT	(27,590.25)		
340-210-101	BOND PREMIUMS	1,013,962.32		
340-210-102	DEFERRED AMT ON REFUNDING	(626,447.26)		
340-210-110	DEFERRED OUTFLOW RESORCES TMRS	(76,899.00)		
340-210-115	DEFERRED OUTFLOW INVST TMRS	(171,604.00)		
340-210-118	DEFERRED INFLOW-ACTUAL VS ASSM	60,226.00		
340-230-111	8.745M CO SERIES 2010 (6.11M)	1,730,000.00		
340-230-115	4.2M COMB CO 2006 (4M)	4,000,000.00		
340-230-116	10M COMB SERIES 2007 (7M)	6,950,000.00		
340-230-117	9.615M COMB SERIES 08 (6.615M)	600,000.00		
340-230-118	8.995 GO REFUNDING 2009	1,000,000.00		
340-230-119	2.625 GO REF 2010	620,000.00		
340-230-120	5.450M GO REF 2012 (1.460M)	1,255,000.00		
340-230-121	4.595M 2015 GO REF (1.695M)	1,650,000.00		
340-230-122	8.010M 2016 GO REF (5.065M)	5,065,000.00		
340-230-123	5.34M COMB SERIES 2017(2.250M)	2,270,000.00		
340-240-100	METER DEPOSITS	404,022.89		
340-240-101	UNCLAIMED FUNDS	4,039.87		
	TOTAL LIABILITIES		26,578,876.58	
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	9,665,798.53		
	TOTAL BEGINNING EQUITY	10,181,052.83		
	TOTAL REVENUE	7,665,650.24		
	TOTAL EXPENSES	5,759,354.55		
	TOTAL INCREASE/(DECREASE) IN FUND BAL.	1,906,295.69		
	TOTAL EQUITY & FUND BALANCE		12,087,348.52	
	TOTAL LIABILITIES, EQUITY & FUND BALANCE			38,666,225.10
				==============

BALANCE SHEET

AS OF: AUGUST 31ST, 2017

345-UTILITY IMPACT FEE FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
======				
345-100-102	CLAIM ON POOLED CASH	751,980.77		
345-160-225	PLANT DISTRIBUTION	104,188.68		
345-170-100	CURRENT YR RES FOR ENCUMBRANCE	(1,411.60)		
345-170-101	PRIOR YR RES FOR ENCUMBRANCE	1,411.60		
			856,169.45	
	TOTAL ASSETS			856,169.45
				==============
LIABILITIES				
===========				
345-200-110	CURRENT YEAR ENCUMBRANCE	(1,411.60)		
345-200-111	PRIOR YEAR ENCUMBRANCE	1,411.60		
EQUITY				
======				
345-270-100	FUND BALANCE	625,999.95		
	TOTAL BEGINNING EQUITY	625,999.95		
	TOTAL REVENUE	230,169.50		
	TOTAL INCREASE/(DECREASE) IN FUND BAL.	230,169.50		
	TOTAL EQUITY & FUND BALANCE		856,169.45	
	TOTAL LIABILITIES, EQUITY & FUND BALANCE			856,169.45
				==============

BALANCE SHEET

AS OF: AUGUST 31ST, 2017

350-AIRPORT FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
======				
350-100-102	CLAIM ON POOLED CASH	210,503.65		
350-100-106	TEXPOOL 2017 AIRPORT CONST	980,041.49		
350-120-100	AIRPORT RECEIVABLES	7,286.16		
350-120-103	MISC. ACCOUNTS RECEIVABLES	2,730.13		
350-120-250	DUE FROM OTHER FUNDS (AUDITOR)	1,360.00		
350-150-100	BOND ISSUANCE COSTS	19,366.46		
350-150-105	DEFERRED AMT ON REFUNDING	5,762.71		
350-160-100	LAND	859,833.00		
350-160-200	T-HANGERS (BUILDINGS)	1,264,756.23		
350-160-206	FIXED ASSETS:WORK IN PROGRESS	532,077.00		
350-160-210	EQUIPMENT	121,904.00		
350-160-300	RUNWAY	2,238,415.96		
350-190-103	ACCUMULATED DEPRECIATION	(1,426,907.68)		
			4,817,129.11	
	TOTAL ASSETS			4,817,129.11
				==============
LIABILITIES				
===========				
350-200-210	NET PENSION LIABILITY	28,425.00		
350-200-233	OTHER A/P PENDING (AUDITOR)	(617.76)		
350-200-500	ACCOUNTS PAYABLE PENDING	1,064.92		
350-200-501	DUE TO FUND 100 (LOAN ADVANCE)	28,575.00		
350-200-505	DUE TO OTHER FUNDS	19,710.00		
350-200-999	UNRECONCILED DIFFERENCE	(271.67)		
350-210-100	UNAMORT. BOND DISCOUNT	(5,288.36)		
350-210-101	BOND PREMIUMS	26,809.60		
350-210-110	DEFERRED OUTFLOW TMRS CONT	(2,809.00)		
350-210-115	DEFERRED OUTLOW INVST TMRS	(6,268.00)		
350-210-118	DEFERRED INFLOW ACT VS ASSMPT	2,200.00		
350-230-102	BOND PAYABLE-$290K REF 2010	165,000.00		
350-230-103	5.34M COMB SERIES 2017(1.445M)	1,450,000.00		
350-240-101	ACCRUED INTEREST PAYABLE	428.25		
	TOTAL LIABILITIES		1,706,957.98	
EQUITY				
======				
350-250-100	CONTRIBUTED CAPITAL GRANT	2,011,189.92		
350-250-101	CONTRIBUTED CAPITAL CITY	75,265.82		
350-280-100	RETAINED EARNINGS	545,599.24		
350-281-100	PRIOR PERIOD ADJUSTMENTS	442,482.09		
	TOTAL BEGINNING EQUITY	3,074,537.07		
	TOTAL REVENUE	330,609.64		
	TOTAL EXPENSES	294,975.58		
	TOTAL INCREASE/(DECREASE) IN FUND BAL.	35,634.06		
	TOTAL EQUITY & FUND BALANCE		3,110,171.13	
	TOTAL LIABILITIES, EQUITY & FUND BALANCE			4,817,129.11
				==============

BALANCE SHEET

AS OF: AUGUST 31ST, 2017

370-CEMETERY OPERATING FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
======				
370-100-102	CLAIM ON POOLED CASH	196,380.17		
370-160-206	FIXED ASSETS-WORK IN PROGRESS	10,032.80		
370-190-103	ACCUMULATED DEPRECIATION	(1,003.28)		
			205,409.69	
	TOTAL ASSETS			205,409.69
				==============
LIABILITIES				
===========				
370-200-210	NET PENSION LIABILITY	41,574.00		
370-200-213	ASSURANT DENTAL PAYABLE	(22.51)		
370-200-233	OTHER A/P PENDING (AUDITOR)	(1,342.29)		
370-200-500	ACCOUNTS PAYABLE PENDING	2,207.36		
370-210-100	DUE TO CEMETERY LAND PURCHASE	203,944.99		
370-210-110	DEFERRED OUTFLOW CONT TMRS	(4,108.00)		
370-210-115	DEFERRED OUTFLOW INVST TMRS	(9,168.00)		
370-210-118	DEFERRED INFLOW ACTUAL VS ASSM	3,217.00		
	TOTAL LIABILITIES		236,302.55	
EQUITY				
======				
370-270-100	FUND BALANCE	17,522.42		
	TOTAL BEGINNING EQUITY	17,522.42		
	TOTAL REVENUE	101,261.47		
	TOTAL EXPENSES	149,676.75		
	TOTAL INCREASE/(DECREASE) IN FUND BAL.	(48,415.28)		
	TOTAL EQUITY & FUND BALANCE		(30,892.86)	
	TOTAL LIABILITIES, EQUITY & FUND BALANCE			205,409.69
				==============

BALANCE SHEET

AS OF: AUGUST 31ST, 2017

382-FLEET SERVICES OPERATING

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
382-100-102	CLAIM ON POOLED CASH	(27,333.82)		
382-120-250	DUE TO OTHER FUNDS	8,213.00		
382-170-100	CURRENT YR RES FOR ENCUMBRANCE	(14,725.58)		
382-170-101	PRIOR YR RES FOR ENCUMBRANCE	905.00		
			(32,941.40)	
	TOTAL ASSETS			(32,941.40)
LIABILITIES				
382-200-110	CURRENT YEAR ENCUMBRANCE	(14,725.58)		
382-200-111	PRIOR YEAR ENCUMBRANCE	905.00		
382-200-202	TMRS PAYABLE	(0.01)		
382-200-208	ACCRUED VACATION	2,985.27		
382-200-210	NET PENSION LIABILITY	95,355.00		
382-200-212	UNUM LIFE INSURANCE PAYABLE	28.24		
382-200-214	AFLAC PAYABLE	88.60		
382-200-222	PRE-PAID LEGAL PAYABLE	51.80		
382-200-233	OTHER A/P PENDING (AUDITOR)	(2,723.96)		
382-200-500	ACCOUNTS PAYABLE PENDING	4,607.86		
382-210-110	DEFERRED OUTFLOW CONTB TMRS	(9,423.00)		
382-210-115	DEFERRED OUTFLOW INVST TMRS	(21,028.00)		
382-210-118	DEFERRED INFLOW ACTUAL VS ASSM	7,379.00		
	TOTAL LIABILITIES		63,500.22	
EQUITY				
382-270-100	FUND BALANCE	(68,037.42)		
	TOTAL BEGINNING EQUITY	(68,037.42)		
	TOTAL REVENUE	573,093.32		
	TOTAL EXPENSES	601,497.52		
	TOTAL INCREASE/(DECREASE) IN FUND BAL.	(28,404.20)		
	TOTAL EQUITY & FUND BALANCE		(96,441.62)	
	TOTAL LIABILITIES, EQUITY & FUND BALANCE			(32,941.40)

BALANCE SHEET

AS OF: AUGUST 31ST, 2017

384-FLEET REPLACEMENT FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
======				
384-100-102	CLAIM ON POOLED CASH	(236,320.92)		
384-100-104	CAPITAL EQUIP ACCT 2139517	205,717.14		
384-160-320	MACHINERY & EQUIPMENT	3,928,746.19		
384-170-100	CURRENT YR RES FOR ENCUMBRANCE	(881,959.16)		
384-170-101	PRIOR YR RES FOR ENCUMBRANCE	694,932.24		
384-190-103	ACCUMULATED DEPRECIATION	(2,014,753.27)		
			1,696,362.22	
	TOTAL ASSETS			1,696,362.22
				==============
LIABILITIES				
===========				
384-200-110	CURRENT YEAR ENCUMBRANCE	(827,555.16)		
384-200-111	PRIOR YEAR ENCUMBRANCE	640,528.24		
384-200-505	DUE FROM OTHER FUNDS	9,573.00		
384-230-120	CAP LEASE PAYABLE-NONCURRENT	1,425,252.34		
384-230-125	NOTES PAYABLE	228,547.27		
384-240-101	ACCRUED INTEREST PAYABLE	28,773.79		
	TOTAL LIABILITIES		1,505,119.48	
EQUITY				
======				
384-270-100	FUND BALANCE	20,028.26		
	TOTAL BEGINNING EQUITY	20,028.26		
	TOTAL REVENUE	792,290.12		
	TOTAL EXPENSES	621,075.64		
	TOTAL INCREASE/(DECREASE) IN FUND BAL.	171,214.48		
	TOTAL EQUITY & FUND BALANCE		191,242.74	
	TOTAL LIABILITIES, EQUITY & FUND BALANCE			1,696,362.22
				==============

08/31/17

Attachment E

Sales Tax Tracking Report

City of Taylor

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

Monthly

	2012-13 Actual	2013-14 Actual	2014-15 Actual	2015-16 Actual	2016-17 Estimate Amount	$ Difference from Actual to Est. Amt	% from Actual	2016-17 Actual	$ Difference from Prior Year Amount	% from Pr. Yr. Actual
October	244,104	199,717	193,841	219,175	229,914	10,352	4.3%	240,266	21,092	9.6%
November	221,342	229,690	256,386	253,276	265,687	15,016	5.3%	280,703	27,426	10.8%
December	187,866	203,376	217,843	227,515	238,663	(11,571)	-5.1%	227,092	(423)	0.0%
January	202,212	198,695	213,784	207,443	217,607	12,408	5.4%	230,015	22,573	10.9%
February	259,618	280,371	301,341	291,338	305,614	(5,958)	-2.0%	299,656	8,318	2.9%
March	161,456	186,119	196,325	199,834	209,668	4,686	2.2%	214,354	14,520	7.3%
April	200,410	188,725	217,847	207,483	217,649	(11,382)	-5.5%	206,267	(1,216)	-0.6%
May	246,059	272,415	286,253	298,046	312,650	(12,348)	-4.1%	300,302	2,256	0.8%
June	190,426	237,256	236,146	224,574	235,578	6,102	2.5%	241,680	17,106	7.6%
July	198,208	223,934	251,649	235,338	246,870	(12,154)	-5.2%	234,716	(622)	-0.3%
August	236,448	263,078	299,127	295,019	309,475	(53,863)	-21.1%	255,613	(39,407)	-13.4%
Sept.	199,083	220,235	239,549	234,255	245,734					
% Monthly Increase over prior year	6.2%	10.6%	8.8%	-2.2%	$ 3,035,110	$ (58,711)		$ 2,730,666	$ 71,624	

Cumulative Year -to- Date on Actual

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

08/31/17

Attachment F

Listing of Current Investments

Monthly Financial Report - Attachment F
City of Taylor
Summary of Security Investments - As of 08/31/2017

Source of Funds	Fund Type*	Investment Instruments	ACCT/CUSIP Number	Invest. Type**	Settlement Date	Coupon Rate	Yield Rate	Weighted Average Maturity	Maturity/ Call Date	Paid Principal/ Current Balance	Market Value	Interest Month	Interest FY to-Date
General Fund													
GF -Pooled Cash	F1	TexPool	2465300006	I 4	-	-	0.9989%	41	-	$ 4,099,556	$ 4,099,556	4,263	36,060
General Fund	F1	Princor Portfolio	6FR-139362	I 2	-	-	0.7360%	170	-	$ 683,823	$ 683,823	4,701	19,597
General Fund	F1	City-Money Market	4260618	I 5	-	-	0.0100%		-	$ 12,227	$ 12,227	0	1
Library - (Noble)	F6	TexStar	2460634440	I 4	-	-	1.0343%	33	-	$ 881	$ 881	1	5
Ned Trust - Moody	F6	TexStar	2460610100	I 4	-	-	1.0343%	33	-	$ 245,869	$ 245,869	216	1,513
Ned Trust - Library	F6	TexStar	2460610129	I 4	-	-	1.0343%	33	-	$ 291,663	$ 291,663	256	1,828
General Construction (2012)	F2	TexPool	2465300013	I 4	-	-	0.9989%	41	-	$ 571,899	$ 571,899	485	3,472
Series 2012 (MDUS)	F2	TexPool	2465300014	I 4	-	-	0.9989%	41	-	$ 247,030	$ 247,030	210	1,677
2017 Performance Contract	F2	TexPool	2465300020	I4			0.9989%	41		$ 518,415	$ 518,415	439	4,450
2013 Combination Cos	F2	TexStar	2460613165	I 4	-	-	1.0343%	33	-	$ 2,905,568	$ 2,905,568	2,550	18,015
Nancy Moody Bequest	F6	TexPool	2465300015	I 4	-	-	0.9989%	41	-	$ 50,498	$ 50,498	43	307
General Fund - I & S	F4	TexPool	2465300003	I 4	-	-	0.9989%	41	-	$ 444,269	$ 444,269	841	8,242
				Subtotal General Fund						**$ 10,071,699**	**$ 10,071,699**	**14,004**	**95,166**
Special Revenue-Tax Increment Fund													
TIF Property Tax	F6	TexPool	2465300004	I 4			0.9989%	41	-	$ 660,939	$ 660,939	560	3,783
				Subtotal TIF Funds						**$ 660,939**	**$ 660,939**	**560**	**3,783**
Utility Funds													
Water Fund	F1	TexPool	2465300001	I 4	-	-	0.9989%	41	-	$ 550,446	$ 550,446	467	3,342
Utility Working Capital-CIP	F3	TexPool	2465300016	I 4	-	-	0.9989%	41	-	$ 75,477	$ 75,477	64	458
2017 WWTP Improvements	F2	TexPool	2465300010	I4			0.9989%	41		$ 1,381,684	$ 1,381,684	1,273	9,776
Water Tower Rent	F3	TexPool	2465300012	I 4	-	-	0.9989%	41	-	$ 225,034	$ 225,034	205	2,134
Utility Capital Outlay-Assets	F3	TexPool	2465300017	I 4		-	0.9989%	41	-	$ 57,061	$ 57,061	48	346
Utility Rate Stabilization	F2	TexPool	2465300018	I 4	-	-	0.9989%	41	-	$ 140,890	$ 140,890	119	855
				Subtotal Utility Funds						**$ 2,430,593**	**$ 2,430,593**	**2,176**	**16,912**
Airport Fund													
2017 Airport Const Projects	F2	TexPool	2465300019	I 4			0.9989%	41	-	$ 980,041	$ 980,041	831	4,833
				Subtotal Airport Funds						**$ 980,041**	**$ 980,041**	**831**	**4,833**
CemeteryFund													
PermanentTrust Fund	F3	TexPool	2465300007	I 4	-	-	0.9989%	41	-	$ 102,247	$ 102,247	87	621
Permanent Fund	F3	Princor Portfolio	6FR-139222	I 2	-	-	1.0400%	109	-	$ 660,831	$ 660,831	109	22,468
Permanent Fund	F6	Texas Class	TX-01-0247-0006	I 4	-	-	1.0800%	56	-	$ 31,041	$ 31,041	32	287
Cemetery Operating Fund (Noble)	F1	TexStar	2460622880	I 4	-	-	1.0343%	33	-	$ 186,110	$ 186,110	163	1,146
				Subtotal Cemetery Funds						**$ 980,229**	**$ 980,229**	**391**	**24,522**
				Total All Funds						**$ 15,123,502**	**$ 15,123,502**	**17,963**	**145,217**

Monthly Financial Report - Attachment F
City of Taylor
Summary of Security Investments - As of 08/31/2017

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

**Investment Types:			
Code	**Description:**	**% Authorized**	**Current %**
I 1	U.S. Treasuries (Notes,Bills, Bonds)	100%	0%
I 2	U.S. Agencies & Instrumentalities	80%	9%
I 3	Certificates of Deposit	50%	0%
I 4	Eligible Investment Pools	100%	91%
I 5	Money Market Mutual Funds	50%	0.08%
I 6	Repurchase Agreements	50%	0%
I7	Commercial Paper	65%	0%
		Total	100%

Book Value:

	As of 08/31/2017	7/31/2017	Change
I 1	$ -	$ -	$ -
I 2	$ 1,344,654	$ 1,345,280	$ (626)
I 3	$ -	$ -	$ -
I 4	$ 13,766,620	$ 17,371,223	$ (3,604,603)
I 5	$ 12,227	$ 12,227	$ 0
I 6	$ -	$ -	$ -
I 7	$ -	$ -	$ -
Total Book Value	$ 15,123,502	$ 18,728,730	$ (3,605,228)

Market Value:

	As of 08/31/2017	7/31/2017	Gain/(Loss)
I 1	$ -	$ -	$ -
I 2	$ 1,344,654	$ 1,345,280	$ (626)
I 3	$ -	$ -	$ -
I 4	$ 13,766,620	$ 17,371,223	$ (3,604,603)
I 5	$ 12,227	$ 12,227	$ 0
I 6	$ -	$ -	$ -
I 7	$ -	$ -	$ -
Total Market Value	$ 15,123,502	$ 18,728,730	$ (3,605,228)

Certification:

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

Rosemarie Dennis 9/18/17

Investment Officer: Date

Julie A. Lawler 9-18-2017

Investment Officer: Date

City Council Meeting
September 28, 2017

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

Agenda Item #: 8

Agenda Title: Approve minutes for August 14, 2017(Amended), and September 7 and September 14, 2017.

Council Action to be taken: Approve by consent

Department Submitted: City Clerk

Staff Contact: Susan Brock, City Clerk

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 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 AND RECOMMENDATION (Why and How)

Council Member Gonzales was not present when the August 14, 2017 minutes were considered for approval and has submitted a correction he previously requested to be made and which is highlighted in yellow.

The minutes for September 7 and September 14 are for your consideration to approve as submitted or to approve as amended with any changes noted.

3. FUNDING SOURCE

4. TIMELINE CONSIDERATIONS

5. OTHER OPTIONS (In order of preference)

6. ATTACHMENTS

8a. August 14, 2017 (amended)
8b. September 7, 2017
8c. September 15, 2017

The City Council of the City of Taylor met on August 24, 2017, at City Hall, 400 Porter St., Taylor, Texas. Noting the absence of Mayor Pro Tem Christine Lopez and Council Member Chris Gonzales, Mayor Brandt Rydell declared a quorum and called the meeting to order at 6:00 p.m. with the following present:

Council Member Dwayne Ariola
Council Member Robert Garcia

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

INVOCATION
Chief Pat Ekiss led the group in prayer.

PLEDGE OF ALLEGIANCE

RECOGNITION/PROCLAMATIONS

1. PROCLAMATION: SEPTEMBER 11 IS PATRIOT DAY.
   Mayor Rydell presented a proclamation that was received by Police Chief Henry Fluck and Fire Chief Pat Ekiss recognizing September 11 as Patriot Day in the City of Taylor.

2. PROCLAMATION: SEPTEMBER IS LIBRARY CARD SIGN UP MONTH.
   Mayor Rydell presented a proclamation to Ms. Karen Ellis, Library Director, declaring September as the recognized month to encourage everyone to sign up for a library card.

3. RECOGNITION: FINANCE DEPARTMENT AWARDED CERTIFICATE OF ACHIEVEMENT FOR EXCELLENCE IN FINANCIAL REPORTING FROM THE GOVERNMENT FINANCE OFFICERS ASSOCIATION.
   Mayor Rydell presented a Certificate of Achievement to Ms. Rosemarie Dennis, Finance Director, and her staff. Mayor Rydell noted this is the 9th year the City has received this award.

(Council Member Gonzales joined the meeting at 6:09 pm.)

ANNOUNCEMENTS
Mayor Rydell read a list of upcoming community events and activities.

CITIZENS COMMUNICATION
Ms. Angela Boehm, 401 E. Rio Grande, expressed a concern with the Taylor Housing Authority management practices. Mr. Joseph Resendez expressed his appreciation to staff and Council for allowing him to serve as an intern with city staff for the past six months.

CONSENT AGENDA

4. CONCUR WITH PRELIMINARY FINANCIALS FOR JULY, 2017.
5. APPROVE MINUTES FOR AUGUST 10, 2017.
   Council Member Ariola moved to approve the consent agenda as presented and Council Member Garcia seconded the motion. VOTE: Four voted AYE. Motion passed.

PUBLIC HEARINGS

6. CONDUCT PUBLIC HEARING REGARDING THE ANNUAL BUDGET FOR FISCAL YEAR 2017/2018.
   Ms. Rosemarie Dennis, Finance Director, presented an update on the proposed budget for fiscal year 2017/2018. Mayor Rydell opened the public hearing; with no comments, the hearing was closed.

7. CONDUCT PUBLIC HEARING REGARDING FIXING AND LEVYING AD VALOREM TAX RATE FOR TAX YEAR 2017/2018.
   Ms. Dennis provided information regarding the proposed tax rate to be set a $0.798 and Mayor Rydell declared the public hearing open; hearing no comments, the hearing was closed and Mayor Rydell announced that a second public hearing will be held on September 7th at 6 pm at City Hall and a vote will be taken on the tax rate on September 14th at 6 pm at the same location.

REGULAR AGENDA: REVIEW/DISCUSS AND CONSIDER ACTION

8. CONSIDER INTRODUCING ORDINANCE 2017-17 ADOPTING THE ANNUAL BUDGET FOR FISCAL YEAR 2017/2018.
   Ms. Dennis presented the ordinance to adopt the budget for introduction. Council Member Garcia questioned the creation of an ombudsman position as well as the increased fee for the Municipal District Utility System (MDUS). Hearing no further comment or discussion Mr. Hejl introduced the ordinance as presented.

ORDINANCE NO. 2017-17

AN ORDINANCE APPROVING AND ADOPTING A BUDGET FOR THE CITY OF TAYLOR, TEXAS, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2017 AND ENDING SEPTEMBER 30, 2018.

9. CONSIDER INTRODUCING ORDINANCE 2017-18 FIXING AND LEVYING THE AD VALOREM TAX RATE FOR TAX YEAR 2017/2018.
   Ms. Dennis presented the ordinance fixing and levying the ad valorem tax rate at $0.798. There was no additional comment or discussion on this item and Mayor Rydell stated that a second public hearing will be held on September 7th at 6 pm at City Hall and a vote will be taken on the tax rate on September 14th at 6 pm at the same. Mr. Hejl introduced the ordinance as presented by reading the caption.

ORDINANCE 2017-18

AN ORDINANCE LEVYING TAXES FOR THE MAINTENANCE AND OPERATION OF THE MUNICIPAL GOVERNMENT OF THE CITY OF TAYLOR, TEXAS, AND PROVIDING FOR THE INTEREST AND SINKING FUND FOR THE FISCAL YEAR 2017-18.

10. CONSIDER INTRODUCING ORDINANCE 2017-19 ESTABLISHING FEES FOR CITY SERVICES FOR FISCAL YEAR 2017/2018.
Ms. Dennis presented a request for council to consider introducing an ordinance that will establish fees for city services for the upcoming fiscal year. She highlighted the change in fees which included an increase in the airport hangar rental rate, a PayPal fee for patrons to use the service to pay library fines; an increase for water and wastewater rates based on the wastewater rate study, and the proposed increase in the MDUS fee by $1.00. Hearing no comments or discussion Mr. Hejl introduced the ordinance as presented.

ORDINANCE NO. 2017-19

AN ORDINANCE AMENDING ORDINANCE NO. 2016-17 ADOPTED ON SEPTEMBER 8, 2016 BY CHANGING CERTAIN RATES AND OTHER SERVICES PROVIDED BY THE CITY.

11. CONSIDER INTRODUCING ORDINANCE 2017-20 REGARDING ASSIGNMENT PAY FOR FIREFIGHTERS AND POLICE OFFICERS. Chief Fluck and Chief Ekiss presented an update on the need for an ordinance every year to continue to adopt the assignment pay plan for firefighters and police officers. With no additional comments or discussion Mr. Hejl introduced the ordinance as presented.

ORDINANCE NO. 2017-20

AN ORDINANCE CREATING "ASSIGNMENT PAY" FOR CERTAIN ASSIGNMENTS WITHIN THE FIRE AND POLICE DEPARTMENTS; SENIORITY PAY" IN THE POLICE DEPARTMENT; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE AND AN EXPIRATION DATE FOR THIS ORDINANCE.

12. RECEIVE AUDIT FOR TAYLOR CHAMBER OF COMMERCE.
Mr. Mike Brooks presented an overview of the audit conducted with the Taylor Chamber of Commerce for fiscal year 2016, as required by the Publicity and Tourism Agreement between the Chamber and the City. Mr. Brooks stated that the audit received an unmodified opinion and indicated a high level of assurance. He stated there were four "findings" in need addressing including the use of recognized accounting principles, setting up a two-stage approval process for wire transfers, a change in payroll processing methods, the need to be more prompt in presenting the quarterly reports to the council, and the need to develop an approval process of new vendors. Ms. Tia Stone, President of the Chamber of Commerce, indicated she and her board have already addressed these findings and have adopted the recommended policies presented by Mr. Brooks. Council Member Ariola moved to receive the audit as presented and Council Member Gonzales seconded the motion. VOTE: Four voted AYE; Motion passed.

13. RECEIVE QUARTERLY REPORT FROM THE TAYLOR CHAMBER OF COMMERCE FOR APRIL-JUNE, 2017.
Ms. Stone presented a quarterly report for the period April-June, 2017. She highlighted the financials and provided a comprehensive report on the Stomp N Holler festival that was held in June in Heritage Square. Council Member Garcia moved to accept the report as presented and Council Member Ariola seconded the motion. VOTE: Four voted AYE. Motion passed.

14. RECEIVE BUDGET FOR FISCAL YEAR 2017/2018 FOR TAYLOR CHAMBER OF COMMERCE.
Ms. Stone presented the proposed budget for the Chamber for fiscal year 2017/2018. A portion of the Hotel /Motel Occupancy Tax received annually by the city is transferred to the Chamber to provide visitor and tourism services. The amount anticipated for the upcoming fiscal year is estimated to be $50,000. No further comments were made and Council Member Garcia moved to receive the budget as presented and Council Member Ariola seconded the motion. VOTE: Four Voted AYE. Motion passed.

15. RECEIVE BUDGET FOR TAYLOR ECONOMIC DEVELOPMENT CORPORATION (TEDC) FOR 2017/2018 FISCAL YEAR.
Mr. Mark Thomas, President of the TEDC, provided a budget worksheet for fiscal year based on an estimate by Mr. Dennis of a portion of sales tax to be collected which is projected at $1,044.645. Mr. Thomas took this opportunity to remind the public of the various new businesses that have elected to make Taylor their place of business including: Summit Cabinets, Noren Products, the Texas Beer Company, and the Pilot Knob Winery. Council Member Garcia moved to receive the budget as presented and Council Member Ariola seconded the motion. VOTE: Four voted AYE. Motion passed.

16. CONSIDER AWARDING CONTRACT TO T. F. HARPER FOR FANNIE ROBINSON SPRAYGROUND.
Mr. Casey Sledge, consulting engineer, presented an update on the improvements underway at Fannie Robinson Park. He stated that he is seeking the approval of an agreement with T. F. Harper for a Design-Build contract for Robinson Park Splash Pad and Overlook. Staff indicated the project should be completed by the end of the year. Council Member Ariola moved to award the contract for Design-Build to T. F. Harper in the amount not to exceed $170,000 and Council Member Gonzales seconded the motion. VOTE: Four voted AYE. Motion passed.

17. RECAP OF STRATEGIC PLANNING STRATEGIES REGARDING STREETS AND GROUNDS MAINTENANCE.
Mr. Turner asked for this opportunity to update Council and the Mayor on the commitment to develop an action plan within the next 30-45 days for streets and ground maintenance. Council Member Ariola moved to accept the information as presented and Council Member Garcia seconded the motion. VOTE: Four voted AYE. Motion passed.

18. DISCUSS PARKING IN THE DOWNTOWN AREA.
Ms. Lannen, Main Street Manager, presented an update on the current parking situation in the downtown area. She stated the need for business owners to relocate their own vehicles away from the front entrance of their stores to free up parking spaces for their customers. Based on a staff survey, there are approximately 200 parking spaces in the "downtown shopping" area with only two parking places designated as handicapped parking places. Staff will continue to seek a creative way to manage the parking situation in the downtown area and provide any possible solutions that become available. Council Member Garcia moved to accept the report as presented and Council Member Gonzales seconded the motion. VOTE: Four voted AYE. Motion passed.

19. DISCUSS ASSISTANT CITY MANAGER POSITION.
Council Member Garcia expressed his concern for refilling the Assistant City Manager position before considering if this position might be better utilized somewhere else, more specifically in the parks division. Mayor Rydell expressed his support of refilling the vacant position of ACM and his appreciation to Mr. Turner and the staff for working together and sharing tasks until the position is filled.

20. CONSIDER PROPOSED FUTURE AGENDA TOPICS AND ITEMS FOR DISCUSSION.
Mayor Rydell asked Council Members for future agenda items. Council Member Garcia had a comment about a recent 911 phone call but agreed to take the item up later with the police department.

(Mayor Rydell presented the certified agenda and entered into council chambers to discuss these items further.

21. EXECUTIVE SESSION I. The Taylor City Council will conduct a closed executive meeting under Section 551.071(1) of the Texas Government Code in order to meet with its Attorney on a matter in which the duty of the Attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas authorize and allow such a closed meeting and which Rules conflict with the Texas Open Meetings Act.
    - Cause No. 15-0119-C26, the City of Taylor, Texas, Plaintiff vs. Mark Groba, Defendant 26th Judicial District Court, Williamson County, Texas
    - Cause No. 1:17-cv-00253-SS, Jacky Jones, Plaintiff vs. City of Taylor, Robert Walla and Joel Graham, Defendants United States District Court, Western District, Austin Division

22. EXECUTIVE SESSION II. The Taylor City Council will conduct a closed executive meeting pursuant to the provisions of the Open Meetings Law, Chapter 551, Texas Local Government Code, and the authority contained in Section 551.074 to discuss the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.
    - Reporting assignments

23. EXECUTIVE SESSION III. The Taylor City Council will conduct a closed executive meeting pursuant to the provisions of the Open Meetings Law, Chapter 551, Texas Local Government Code, and the authority contained in Section 551.087 to discuss or deliberate regarding commercial and/or financial information on a business prospect that the City of Taylor, Texas, seeks to have locate, stay, or expand in or near the City of Taylor, Texas and with the City of Taylor, Texas, is conducting economic development negotiations and/or deliberate the offer of financial or other incentives to the business prospect.
    - Project Bay

24. CONSIDER ACTION FROM EITHER EXECUTIVE SESSION.
Mayor Rydell returned the meeting to open session at 9:57 p.m. (without Mr. Gonzales at the dais) and stated that no action or vote was taken in closed session. Mr. Turner asked the Mayor to bring some of these items back for discussion at a future council meeting.

ADJOURN
With no further action Mayor Rydell declared the meeting adjourned at 9:57 p.m.

____
Brandt Rydell, Mayor

ATTEST:

____
Susan Brock, City Clerk

The City Council of the City of Taylor met on September 7, 2017, at City Hall, 400 Porter St., Taylor, Texas. Noting the absence of Mayor Pro Tem Christine Lopez and Council Member Christopher Gonzales, Mayor Brandt Rydell declared a quorum and called the special meeting to order at 6:00 p.m. with the following present:

Council Member Dwayne Ariola	Isaac Turner, City Manager
Council Member Robert Garcia	Susan Brock, City Clerk

INVOCATION

Mr. Turner led the group in prayer.

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

1. CONDUCT SECOND PUBLIC HEARING ON TAX RATE FOR FISCAL YEAR 2017/2018.
   Ms. Rosemarie Dennis, Finance Director, provided council with a summary regarding the proposed tax rate of $0.798 and how it affects the proposed budget. Mayor Rydell declared the public hearing open; no one came forward and the hearing was closed. He then stated that a vote will be taken on the adoption of the tax rate at a meeting on September 14, 2017 at 6:00 pm in the Council Chambers at 400 Porter Street, Taylor, Texas.

ADJOURN

With no further action Mayor Rydell declared the meeting adjourned at 6:03 p.m.

Brandt Rydell, Mayor

ATTEST:

Susan Brock, City Clerk

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

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

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

INVOCATION
Chief Pat Ekiss led the group in prayer.

PLEDGE OF ALLEGIANCE

ANNOUNCEMENTS
Mayor Rydell read a list of upcoming community events and activities.

CITIZENS COMMUNICATION
No citizens came forward during this time.

CONSENT AGENDA

1. APPROVE ORDINANCE 2017-20 REGARDING ASSIGNMENT PAY FOR FIREFIGHTERS AND POLICE OFFICERS.

ORDINANCE NO. 2017-20

AN ORDINANCE CREATING "ASSIGNMENT PAY" FOR CERTAIN ASSIGNMENTS WITHIN THE FIRE AND POLICE DEPARTMENTS; SENIORITY PAY" IN THE POLICE DEPARTMENT; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE AND AN EXPIRATION DATE FOR THIS ORDINANCE.

2. CONSIDER AMENDING PERSONNEL POLICY.
3. CONSIDER APPROVING RESOLUTION R17-14 AUTHORIZING A CHANGE IN SIGNATORIES FOR BANK ACCOUNTS AND INVESTMENT POOLS.
4. CONSIDER APPROVING RESOLUTION R17-15 AUTHORIZING AN APPLICATION FOR FINANCIAL ASSISTANCE FROM THE TEXAS WATER DEVELOPMENT BOARD 2018 CLEAN WATER STATE REVOLVING FUND (CWSRF)
5. APPROVE MINUTES FOR AUGUST 24 AND SEPTEMBER 7, 2017.

Mayor Pro Tem Lopez asked to have agenda item 4 pulled for further discussion. Council Member Ariola moved to approve the consent agenda for all items but number 4 as presented and Mayor Pro Tem Lopez seconded the motion. VOTE: Four voted AYE. Motion passed.

Mr. Turner provided additional clarification on the application to the Texas Water Development Board and stated that the funding, if approved, would be for current projects already included in the MDUS plan and this request is only to submit the application. With no further discussion, Mayor Pro Tem Lopez moved to approve agenda item no. 4 as presented and Council Member Ariola seconded the motion. VOTE: Four voted AYE. Motion passed.

REGULAR AGENDA: REVIEW/DISCUSS AND CONSIDER ACTION

6. RECEIVE UPDATE FROM TAYLOR HOUSING AUTHORITY.
Ms. Ebby Green, Executive Director, presented an update on recent activities at the Taylor Housing Authority. Mayor Pro Tem Lopez moved to accept the report as presented and Council Member Ariola seconded the motion. VOTE: Four voted AYE. Motion passed.

7. APPROVE ORDINANCE 2017-17 ADOPTING THE ANNUAL BUDGET FOR FISCAL YEAR 2017/2018 AND TAKE A RECORD VOTE.
Ms. Dennis presented the ordinance to adopt the budget. Additional items approved at the meeting on August 24 were included as well as the position of the Waste Water Plant Operator. Discussion includes a request to consider developing a standard operating procedures document, revisit the streets and grounds contract services, and to consider redirecting hotel occupancy tax funds to possibly cover expenses in the parks and recreation department.

Hearing no further comment or discussion Council Member Ariola moved to adopt Ordinance 2017-17 and stated that this budget includes the Waste Water Plant Operator position and will raise more property taxes than last year's budget by $473,755 or 6.3% and of that amount $150,911 is tax revenue to be raised from new property added to the roll this year. Mayor Pro Tem Lopez seconded the motion and Ms. Brock proceeded with the roll call vote: Council Members Garcia, Lopez, Ariola, and Mayor Rydell voted AYE; Council Member Gonzales was absent. Four voted AYE; one in absentia. Motion passed.

ORDINANCE NO. 2017-17

AN ORDINANCE APPROVING AND ADOPTING A BUDGET FOR THE CITY OF TAYLOR, TEXAS, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2017 AND ENDING SEPTEMBER 30, 2018.

8. APPROVE ORDINANCE 2017-18 FIXING AND LEVYING THE AD VALOREM TAX RATE FOR TAX YEAR 2017/2018 AND TAKE A RECORD VOTE.
Ms. Dennis presented the ordinance fixing and levying the ad valorem tax rate at $0.798. There was no additional comment or discussion on this item and Mayor Pro Tem Lopez moved to adopt Ordinance 2017-18 and the ad valorem tax rate of $0.798 of which Maintenance and Operation is $0.601784 and Interest and Sinking is $0.196216 for the fiscal year 2017/218. Council Member Ariola seconded the motion and Ms. Brock proceeded with the roll call vote: Council Members Garcia, Lopez, Ariola, and Mayor Rydell voted AYE; Council Member Gonzales was absent. Four voted AYE; one in absentia. Motion passed.

ORDINANCE 2017-18

AN ORDINANCE LEVYING TAXES FOR THE MAINTENANCE AND OPERATION OF THE MUNICIPAL GOVERNMENT OF THE CITY OF TAYLOR, TEXAS, AND PROVIDING FOR THE INTEREST AND SINKING FUND FOR THE FISCAL YEAR 2017-18.

9. APPROVE ORDINANCE 2017-19 ESTABLISHING FEES FOR CITY SERVICES FOR FISCAL YEAR 2017/2018.

Ms. Dennis presented a request for council to consider approve an ordinance that will establish fees for city services for the upcoming fiscal year. She had previously highlighted the changes in fees which included an increase in the airport hangar rental rate, a PayPal fee for patrons to use the service to pay library fines; an increase for water and wastewater rates based on the wastewater rate study, and the proposed increase in the MDUS fee by $1.00. Hearing no comments or discussion Mayor Pro Tem Lopez moved to approve the ordinance as presented and Council Member Ariola seconded the motion. VOTE: Four voted AYE. Motion passed.

ORDINANCE NO. 2017-19

AN ORDINANCE AMENDING ORDINANCE NO. 2016-17 ADOPTED ON SEPTEMBER 8, 2016 BY CHANGING CERTAIN RATES AND OTHER SERVICES PROVIDED BY THE CITY.

10. CONSIDER APPROVING BUDGET FOR FISCAL YEAR 2017/2018 FOR TAYLOR CHAMBER OF COMMERCE.

Council received the proposed budget for the Chamber for fiscal year 2017/2018 at the previous meeting. A portion of the Hotel /Motel Occupancy Tax received annually by the city is transferred to the Chamber to provide visitor and tourism services. The amount anticipated for the upcoming fiscal year is estimated to be $50,000. Council Member Garcia had some concerns regarding the financial loss of the recent Stomp N Holler festival. Council Member Ariola moved to approve the budget as presented and Mayor Pro Tem Lopez seconded the motion. VOTE: Four Voted AYE. Motion passed.

11. CONSIDER APPROVING BUDGET FOR TAYLOR ECONOMIC DEVELOPMENT CORPORATION (TEDC) FOR 2017/2018 FISCAL YEAR.

Council received the proposed budget for the TEDC at the previous meeting. Hearing no further comment or discussion Council Member Garcia moved to receive the budget as presented and Mayor Pro Tem Lopez seconded the motion. VOTE: Four voted AYE. Motion passed.

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

Mayor Rydell asked Council Members for future agenda items. Mayor Pro Tem Lopez requested additional information on closed session guidelines; Council Member Garcia requested a discussion on an employee satisfaction survey.

(Council Member Gonzales joined the meeting at 6:46 p.m.)

(Mayor Rydell presented the certified agenda and entered into closed session at 6:47 p.m. to discuss the agenda item number 14 only.)

13. EXECUTIVE SESSION 1. The Taylor City Council will conduct a closed executive meeting pursuant to the provisions of the Open Meetings Law, Chapter 551, Texas Local Government Code, and the authority contained in Section 551.072 to discuss or deliberate regarding the purchase, exchange, lease, or value of real property since deliberation in an open meeting would have a detrimental effect on the position of the City in negotiations with a third person.
14. EXECUTIVE SESSION II. The Taylor City Council will conduct a closed executive meeting pursuant to the provisions of the Open Meetings Law, Chapter 551, Texas Local Government Code, and the authority contained in Section 551.087 to discuss or deliberate regarding commercial and/or financial information on a business prospect that the City of Taylor, Texas, seeks to have locate, stay, or expand in or near the City of Taylor, Texas and with the City of Taylor, Texas, is conducting economic development negotiations and/or deliberate the offer of financial or other incentives to the business prospect.
    - Project X

15. CONSIDER ACTION FROM EITHER EXECUTIVE SESSION.
    Mayor Rydell returned to open session at 7:31 p.m. and stated that no action or vote was taken in closed session. Turner asked the Mayor to bring some of these items back for discussion at a future council meeting.

ADJOURN

With no further action Mayor Rydell declared the meeting adjourned at 7:32 p.m.

Brandt Rydell, Mayor

ATTEST:

Susan Brock, City Clerk

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

City Council Meeting
September 28, 2017

Agenda Item #: **9**

Agenda Title: Consider introducing Ordinance 2017-15 revising the Landscape Ordinance required landscaping percentages, plant lists, and amend the tree preservation and mitigation requirements.

Council Action to be taken: Introduce Ordinance 2017-15

Department Submitted: Development Services

Staff Contact: Ashley Lumpkin, AICP

1. PURPOSE/DESCRIPTION

The proposed amendment will modify the landscaping ordinance required planting percentage, move Bradford Pear trees from the Preferred Plant List to the Invasive Plat List, and provide additional flexibility within the tree preservation and tree mitigation requirements for future developments.

2. STAFF ANALYSIS AND RECOMMENDATION (Why and How)

In the course of reviewing all of the ordinances for areas of potential improvement and feedback received from the Growth Summit, staff is proposing several amendments to the Landscape Ordinance.

The first proposed revision modifies the ratio in which required plantings are required for commercial, industrial, and manufacturing development lots. Currently, all commercial and multi-family district are required to install two trees and four shrubs for every 600 square feet of required landscape area. For a standard industrial development in the Mustang Creek Industrial Park, this could equal over 40 trees and 90 bushes for one development. The proposed amendment will reduce this number of trees by modifying the required landscape area. While this is not a perfect solution, it does provide an interim step to alleviate the concerns of the number of trees and shrubs required both for the cost incurred by the developer and the health of the trees.

Staff is also proposing additional tree preservation and mitigation language to provide developers the flexibility to remove trees when necessary with a proposed development. The current ordinance essentially disallows the removal of a tree that is greater than six inches in diameter, regardless of development plans for a site. The draft language provides guidelines for tree protection during construction and allows additional mitigation methods for developers. One of the highlights of the proposed language is that it allows a developer to donate trees to the city as a means of mitigating tree removal on a development site.

In addition, the proposed revision contains additional language that would provide developers the ability to have an alternate tree mitigation plan approved by Planning and Zoning Commission and City Council when a tract is otherwise unable to meet the ordinance, as amended. This provision was specifically requested by the Planning and Zoning Commission during a discussion of the draft amendments.

The last amendment is to move the Bradford Pear from the 'Preferred Plant List' to the 'Invasive Plant List'. Since the last amendment in 2010, the Bradford Pear has begun to be added to many invasive plants lists throughout the country. Invasive trees are those than can harm other native plants or trees. While this amendment will not prohibit the individual homeowner from planting the tree, it will ensure future developments use native, non-invasive trees.

A red-lined ordinance is attached to this report to show the proposed removal and additions of language within the ordinance.

Staff recommends approval of the proposed amendments to the Landscape Ordinance.

3. FUNDING SOURCE

N/A

4. TIMELINE CONSIDERATIONS

The Planning and Zoning Commission held a public hearing on September 12, 2017. Subsequently, the Commission made a recommendation of approval to City Council.

5. OTHER OPTIONS (In order of preference)

N/A

6. ATTACHMENTS

9a. Draft Ordinance
9b. Bradford Pear Fact Sheet

ORDINANCE NO. 2017-15

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2010-12 ADOPTED BY THE CITY OF TAYLOR, TEXAS ON JUNE 22, 2010 AS HERETOFORE AMENDED, BY MODIFYING 28-29(B)(1) REQUIRED SITE LANDSCAPING AND TABLE 4.1 – REQUIRED LANDSCAPING, AMENDING SECTION 28-31 TREE PRESERVATION AND PROTECTED TREES, AND MODIFYING APPENDIX A – PREFERRED PLANT LIST AND APPENXIDX B – INVASIVE PLANTS

WHEREAS, the City Council of the City of Taylor has determined quality of life and aesthetics are important issues and concerns affecting Taylor; and

WHEREAS, proper landscaping will augment those qualities while helping to improve air purification, storm water runoff, noise reduction and heat abatement while conserving energy, water and other natural resources; and

WHEREAS, landscape standards can enhance the quality of life and enhance the general welfare and beauty of the City of Taylor by creating and maintaining visual environmental amenities; and

WHEREAS, to promote and protect the health, safety, and welfare of the public by creating an urban environment that is aesthetically pleasing and that promotes economic development through enhanced quality of life.

WHEREAS, the City Council recognizes that the establishment of rules and regulations for mandatory tree requirements, mandatory planting areas in developments, landscaping, and tree preservation and mitigation is necessary and in the interest of the public welfare, and that an effective method to provide for the same is the adoption of a new landscape ordinance rules and regulations.

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

Chapter 28, “Vegetation” of the Taylor Code of Ordinances is hereby amended as follows:

Sec. 28-29. - Landscape plan requirements.

(a) The landowner or his/her agent shall submit and receive approval of a landscape plan demonstrating compliance with the landscape requirements contained herein. Plans shall show all dimensions, types of materials, size and spacing of vegetative materials, and plans for providing irrigation to plants. The plan(s) shall demonstrate that landscaping materials will:

(1) Abate objectionable noise, light, glare, visual clutter, dust or loss of privacy.

(2) Adequately accomplish the purpose of which they were intended.

(b) *Required site landscaping.*

(1) *Minimum percentage.* A minimum percentage of the total lot area of property on which development or new construction occurs after the effective date of this ordinance shall be devoted to landscape development in accordance with Table 4.1. The landscaping shall be placed upon that portion of a tract or lot that is being developed. Fifty percent (50%) of the required landscaped area and required plantings shall be installed between the front property lines and the building being constructed. Undeveloped portions of a tract or lot shall not be considered landscaped.

~~For every six hundred (600) square feet of landscape area required by Table 4.1, two (2) trees and four (4) shrubs shall be planted.~~

Should a tree die or be removed for which credit has been obtained pursuant to the terms of this article, landscape development sufficient to equal the area credited shall be required. A small tree that will have a mature crown similar to the tree removed may be substituted if the planting area or pervious cover provided for the larger tree is retained.

TABLE 4.1—REQUIRED LANDSCAPING

Land Use	Landscaping Required (% of constructed impervious coverage of the lot)	Planting Ratio
Multifamily structures	25	Two (2) Trees and Four (4) Shrubs for every 600 square feet of required landscape area
Manufactured home park	25	Two (2) Trees and Four (4) Shrubs for every 600 square feet of required landscape area
Institutional	20	Two (2) Trees and Four (4) Shrubs for every 600 square feet of required landscape area

Office and professional uses	20	Two (2) Trees and Four (4) Shrubs for every 600 square feet of required landscape area
Commercial and Retail	15	Two (2) Trees and Four (4) Shrubs for every 1,000 square feet of required landscape area
Business Park ~~(2009-08, 3/24/09)~~	20	Two (2) Trees and Four (4) Shrubs for every 600 square feet of required landscape area
Industrial or manufacturing	15	Two (2) Trees and Four (4) Shrubs for every 4,000 square feet of required landscape area

(c) *Credit for trees.* In order to reward the preservation of existing trees, 100 percent of the crown area of undisturbed existing trees shall be reduced from the landscape area requirements; provided that the area surrounding the tree is left undisturbed and that this area consists of a least 100 square feet but not less than 50 percent of the crown area.

(d) *Screening.* Off-street loading spaces refuse and outside storage areas, antennas, satellite dishes, and mechanical equipment within the street yard must be screened from all public streets. The screening must be of a minimum of six feet in height or a height sufficient to obscure the area or equipment requiring the screening, whichever is less. The screening may be provided by plants, a solid screen fence or wall, or a combination thereof.

(1) *Acceptable landscape screening materials.*

a. No artificial plant materials may be used to satisfy the requirements of this article.

b. Plant materials required by this ordinance must comply with the following minimum size requirements at the time of installation. At time of planting, plant height shall be measured from the top of the root ball or, if the plant is in a container, from the soil level in the container.

1. Large trees must have a minimum caliper of two inches and shall be planted in an area with a minimum of 100 square feet of permeable surface area. This area may be reduced to 50 square feet if a permanent life support system, which must include but is not limited to an irrigation system and an internal drainage mechanism, is incorporated within the planting area.

2. Small trees must have a minimum height of six feet and shall be planted in an area with a minimum of 25 square feet of permeable surface area.

3. Large shrubs must have a minimum height of two feet and must be planted in an area with a minimum of nine square feet of permeable surface area. The permeable surface areas for shrubs may be included within permeable surface areas required for trees.

c. Each large tree, small tree or large shrub must be planted at least 36 inches away from any paved surface or city right-of-way.

(e) *Protection of plant areas.* Plant areas must be protected from vehicular traffic through the use of concrete curbs, wheel stops, or other permanent barriers.

(f) Modification of landscape requirements.

The planning director or a designee may approve minor variations in the location of required landscape materials due to unusual topographic constraints, siting requirements, preservation of existing stands of native trees or similar conditions, or to maintain consistency of established front yard setbacks. These minor changes may vary the location of required landscape materials, but may not reduce the amount of required landscape area or the required amount of landscape materials. The landscape plan shall be submitted to the planning director or a designee and shall specify the modifications requested and present a justification for such modifications.

Sec. 28-31. - Tree preservation and protected trees.

This section preserves and protects existing, healthy and desirable trees within the city, to provide guidelines for the protection of trees and establish guidelines for planting trees. Protected trees are: Pecan, American Elm, Cedar Elm, Texas Ash, Southern Magnolia, Cottonwood, all varieties of Oak, and all varieties of Maple with the exception of Boxelder Maple and Silver Maple.

(1)Applicability and Exemptions

a. The provisions of this section are applicable to the following:

(i) All new residential and nonresidential development within the City limits or its extraterritorial jurisdiction.

(ii) Redevelopment of any residential or nonresidential property within the City limits or its extraterritorial jurisdiction that results in an increase in the building footprint or the total destruction and reconstruction.

b. The following areas are exempt from the tree removal permitting requirements of this section but shall be subject to the mitigation requirements identified in this section:

(i) Trees located within, and within ten feet (10’) of, the building footprint

(ii) Trees located within the area of a proposed on-site sewage facility (OSSF)

c. The following areas are exempt from the preservation requirements of this section:

(i) Trees located within a right-of-way to be dedicated to and maintained by the City

(ii) Trees located within any utility easement

(iii) Trees that are injured, dying, diseased or infested with harmful insects

(~~1~~2) *Preliminary development plans.* A general survey of natural vegetation showing tree groupings and anticipated protected tree losses shall be submitted with all preliminary site plans.

(~~2~~3) *Tree removal permit.* No person directly or indirectly, shall cut down, destroy, top-off, remove or effectively destroy through damaging, any protected tree six inches in diameter or larger, measured 24 inches from the ground ~~on any commercial, industrial or multi-family property~~ within the city without first obtaining a tree removal permit~~. as provided by this section~~. The permit must be accompanied by an appropriate application and shall contain a tree preservation plan showing the following:

a. Existing/proposed topography

b. Location of property lines, easement, rights of ways, setbacks, parking areas and sidewalks

c. Location, species and size (in DBH) of each Protected tree, except those trees exempted by Section 28.31(1)b. above.

d., A tree inventory that summarizes the following

(i) Total number of DBH inches on the site

(ii) Total number of DBH inches to be removed

(iii) Total number of DBH inches to be preserved

(iv) Location of any proposed tree mitigation

(v) Any proposed tree preservation credits.

e. A summary of the tree protection methods to be utilized

a. ~~*Permit required.* Protected trees shall not be removed prior to the issuance of a tree removal permit until the community development director or authorized designee, approves the removal due to the following:~~

~~1. The tree(s) are injured, dying, diseased or infested with harmful insects;~~

~~2. The tree(s) are in danger of falling, interfere with utility service or create unsafe vision clearance; or~~

~~3. The tree(s) in any manner create a hazardous or dangerous condition so as to endanger the public health, welfare or safety.~~

~~Utility companies shall be exempt from authorization of the community development director when public health, welfare or safety of the general citizenship is in danger.~~

~~Under no circumstances shall the clear-cutting of protected trees six inches or larger in diameter, measured 24 inches from the ground on any property, other than single-family homesites, be allowed prior to the issuance of a tree removal permit for the property. Any protected tree removed will be required to follow the guidelines of this article.~~

(3) Tree Mitigation

Any trees that are removed or damaged as a result of the approval of a Tree Removal Permit shall be mitigated for on the same site as the proposed development. In the event that mitigation is not feasible on the same site as the proposed development, an applicant may request to donate trees, meeting the mitigation requirements of this section, to be planted at public parks, schools, or other approved public facilities throughout the City or provide a feein-lieu of payment which will be used to place trees at public parks, schools, or other approved public facilities throughout the City.

a. Protected Trees Protected trees shall be mitigated at a one-to-one (1:1) caliper inch ratio for every tree removed. Replacement trees shall have a minimum caliper of three inches (3").

b. Damaged Trees Any trees that are designated for preservation and are damaged during the construction process or that die within two (2) years of issuance of a certificate of occupancy shall be mitigated for in accordance with subsection 4.a above.

(~~3~~4) *Penalties.* If any protected tree(s) are removed from any property, excluding single-family homesites, including any injury to a tree resulting from the owner's failure to follow required tree protection measures that causes or may reasonably be expected to cause the protected tree to die, the property owner shall be determined to be in violation of this article.

(~~4~~5) *Application.* Tree removal permits shall be obtained by making application to the community development department on a form provided by the city. Upon receipt of a proper application for a tree removal permit, the community development director or his/her designee shall review the application and may conduct field inspections of the development.

The application for tree removal permit, if required, shall be considered an integral part of the application for development plan approval, and no new development plan for any new development subject to the terms and provisions of this article shall be approved without approval of said tree removal permit.

(6) Relief from tree mitigation requirements.

The Planning and Zoning Commission and City Council may, upon completion of the following, grant relief from tree mitigation requirements in situations where the individual circumstances, such as the presence of existing facilities, unusual topography, or number of protected trees on site that limit the applicant's ability to comply with the landscaping requirements:

(a)

Application for relief from tree mitigation requirements may be made by any property owner, or other person having a proprietary interest in the property for which relief is requested.

(b)

Applications for relief from tree mitigation requirements shall be made in writing and shall specify the property conditions or considerations that make the requested relief necessary.

(c)

Applications for relief from tree mitigation requirements shall include a proposed landscape plan, drawn to scale, illustrating the area available for landscaping and specifying proposed plantings by size, type and location. The proposed plan shall indicate the means by which irrigation will be provided and provide a phasing schedule for completion of the plan. The plan shall include the mitigation plan, either fees in lieu of planting or tree replacement mitigation, and tree removal request.

(d)

Applications for relief from tree mitigation requirements shall be accompanied by an application fee in the amount specified by the city fee schedule.

(e)

Applications for relief from tree mitigation requirements shall be presented to the Planning and Zoning Commission. Applications for relief shall not require a public hearing. The Planning and Zoning Commission after considering a proposed plan may recommend that it be approved as presented, approved with modification, or denied.

(f)

Following consideration by the Planning and Zoning Commission, a proposed tree mitigation plan shall be forwarded to the City Council with the Commission's recommendation. The City Council shall act to approve a plan, as presented, approve it with modifications, or deny approval.

(g)

City Council's action regarding a proposed tree mitigation plan shall be documented as follows:

(1)

If approved—The mayor shall sign two copies of the approved plan. One copy shall be returned to the applicant. The second copy shall be retained as permanent record by the city.

(2)

If approved with modification—The applicant shall amend the plan to reflect the required modifications. The applicant shall return two copies of the amended plan to the city within 14 calendar days of the City Council's action to approve the plan with modifications. The mayor shall sign two copies of the amended plan. One copy shall be returned to the applicant. The second copy shall be retained as permanent record by the city.

(3)

If disapproved—The mayor shall sign two copies of the plan that have been marked as being disapproved. A letter prepared by the Director of Development Services, stating the reasons for disapproval shall be attached to each signed plan. One copy of the plan shall be returned to the applicant. The second copy shall be retained as permanent record by the city.

APPENDIX A
PREFERRED PLANT LIST

DECIDUOUS TREES/ LARGE SHRUBS (*Native)	HEIGHT (Feet)	FEATURES
~~Bradford Pear~~ ~~*Pyrus calleryana*~~ ~~"Bradford"~~	~~30—40~~	~~Showy white spring flowers, brilliant coppery-red foliage in late fall, moderate-to-fast growth~~

APPENDIX B
INVASIVE PLANTS

Common Name	Scientific Name
Prohibited Trees	
Bradford Pear	*Pyrus calleryana*

Pyrus calleryana Dcne. (Callery pear)

Britt Slattery, US Fish and Wildlife Service

Family: Rosaceae (Rose Family)

Synonym(s): *Bradford pear*

Duration: Perennial

Habit: Tree

Listed by:
Invasive Plant Atlas of the US: 1
Federal Noxious Weed: 0
TDA Noxious Weed: 0
TPWD Prohibited Exotic Species: 0

Description: Callery pear, the parent rootstock of the "Bradford", "Aristrocrat", and other cultivars, is an ornamental, deciduous tree that can grow up to 40 ft. (12.2 m) in height. The leaves are alternate, simple, 2 to 3 in. (5.1-7.6 cm) long, petiolate and shiny with wavy, slightly-toothed margins. Branching on Callery pears is close to 90 degrees, with shorter, stouter limbs and sort (1") spines, as opposed to the "Bradford" pear, with an overall shape of the tree described as a tear-drop that often spreads out with age; longer branches curving up with narrow angles at branching. Flowering occurs early in the spring (April to May) as the leaves emerge. The flowers are 1 in. (2.5 cm) wide, showy, malodorous and white. Fruits are round, 0.5 in. (1.3 cm) in diameter and green to brown in color.

History: The “Bradford” variety of pear, which produced sterile fruits, has been widely planted throughout the United States since the early 1900s, but recent cultivars, bred to reduce the tendency of the tree to split in snow or high winds, can cross-pollinate with other cultivars and have produce viable seeds and escaped to invade disturbed areas.

Biology & Spread: Pyrus calleryana is an ornamental tree frequently planted in urban residential and commercial areas. It has been identified as to be escaping from landscaped plantings into natural areas.

Ecological Threat: Once established Callery pear forms dense thickets that push out other plants including native species that can’t tolerate the deep shade or compete with pear for water, soil and space. A single tree can spread rapidly by seed and vegetative means forming a sizeable patch within several years. Its success as an invader results from its capacity to produce copious amounts of seed that are dispersed by birds and possibly small mammals, seedlings that germinate and grow rapidly in disturbed areas and a general lack of natural controls like insects and diseases, with the exception of fire blight.

US Habitat: Typically found along roads, rights-of-ways, old fields, and along the margins of understory along creek banks where they have escaped from landscape plantings. Callery pear will tolerate a wide range of soil conditions. It prefers full sun but will tolerate partial shade.

Distribution

US Nativity: Introduced to U.S.

Native Origin: China, Vietnam

US States: CA, UT, OK, KS, MO, AR, LA, MS, TN, IL, KY, FL, GA, SC, NC, VA, WV, OH, MI, PA, NY, NJ, DE, DC, MD, TX

Resembles/Alternatives:

- *Malus ioensis var. texana* (Texas crabapple)
- *Prunus mexicana* (Mexican plum)
- *Prunus serotina var. eximia* (Little escarpment black cherry)
- *Crataegus viridis* (Green hawthorn)
- *Ehretia anacuas* (Anacua)

Management: Seedlings and shallow-rooted trees can be pulled when soil is moist. Small trees will need to be dug up or pulled out with weed wrench tools.

To control larger trees, follow cutting of the tree with an immediate application of triclopyr or glyphosate herbicide to the cut stump. Herbicide can also be applied to a girdled tree if total removal is not possible.

USE PESTICIDES WISELY: ALWAYS READ THE ENTIRE PESTICIDE LABEL CAREFULLY, FOLLOW ALL MIXING AND APPLICATION INSTRUCTIONS AND WEAR ALL RECOMMENDED PERSONAL PROTECTIVE GEAR AND CLOTHING. CONTACT YOUR STATE DEPARTMENT OF AGRICULTURE FOR ANY ADDITIONAL PESTICIDE USE REQUIREMENTS, RESTRICTIONS OR RECOMMENDATIONS. MENTION OF PESTICIDE PRODUCTS ON THIS WEB SITE DOES NOT CONSTITUTE ENDORSEMENT OF ANY MATERIAL.

Listing Source

- [ ] Texas Department ofAgriculture Noxious Plant List
- [ ] Texas Parks and Wildlife Department Prohibited Exotic Species
- [x] Invaders Program
- [ ] Federal Noxious Weed
- [x] Union of Concerned Scientists
- [x] United States Forest Service Southern Research Station

Text References

The Beginning of a New Invasive Plant: A History of the Ornamental Callery Pear in the United States THERESA M. CULLEY, and NICOLE A. HARDIMAN BioScience , Vol. 57, No. 11 (December 2007) , pp. 956-964

Plant Invaders of Mid-Atlantic Natural Areas. National Park Service, U.S. Fish and Wildlife Service, 4th ed. (2010)

Data Source

Last Updated: 2014-04-07 by Justin Bush, Lady Bird Johnson Wildflower Center

City Council Meeting
September 28, 2017

STRATEGIC PILLAR

☐ Streets/Infrastructure

☒ Quality of Life

☐ Economic Vitality

Agenda Item #: **10**

Agenda Title: Consider introducing Ordinance 2017-23 regarding a Specific Use Permit for a yoga studio.

Council Action to be taken: Introduce Ordinance

Department Submitted: Development Services

Staff Contact: Ashley Lumpkin, AICP

1. PURPOSE/DESCRIPTION

The property owner is requesting a Specific Use Permit to allow a yoga studio to open within a building that is currently zoned MF-2 (High Density Multi-family District). The Zoning Ordinance provides an option to request a Specific Use Permit for a use not otherwise permitted by-right, and potential approval with a ¾ vote by City Council.

2. STAFF ANALYSIS AND RECOMMENDATION (Why and How)

The proposal is to establish a yoga studio use in approximately 450 square feet of the existing structure at this property. According to the applicant, the property has never been used residentially, with possible past uses including a dry cleaner and a beer distributorship. The applicant would utilize the north (front) portion as an open studio for yoga classes. The remainder of the existing structure would be utilized privately by the applicant for non-business purposes. The space would need to be renovated to meet current Building and Fire Code requirements.

The applicant is proposing an off-site shared parking agreement with the St. Paul's Lutheran Church which maintains a paved parking at 412 West 6th Street directly across 6th Street from the property. The signed agreement is attached to the draft ordinance.

The City's Zoning Ordinance, in Table 3.8, lists a specific use – "Studio, Health/Reducing/ Fitness/or Similar Service/Establishment" – as being a Permitted (P) use in the DN, B-1, B-2, B-3, and BP-2 zoning districts. It is permitted by Specific Use Permit (S) in the BP-1 District.

Chapter 11 of the Ordinance defines this use as:

<u>Studio, Health/Reducing/Fitness</u> - *Includes, but is not limited to, an establishment which provides facilities and equipment (e.g., gymnasiums, weight rooms, swimming pools/spas, exercise apparatus, instructional classes, etc.) which are intended to promote health, fitness, weight reduction and/or similar health-related activities. Such facilities may include such accessory uses as food service, sales of sundries and apparel, and child care services, provided that such accessory uses are clearly incidental to the primary use and are for the use of studio patrons only (i.e., not the general public), No outside signage may be used to advertise accessory uses.*

Section 8.2.2 allows the City Council to consider an SUP for a use not otherwise permitted by-right in a certain zoning District. The applicant is following this process to request this project.

The proposed conditions of the operation are as follows:

1. The Specific Use Permit shall be for one (1) Yoga Studio/Center use located in approximately 450 square feet in the north side of the structure.

2. The Specific Use Permit shall be for Jennifer Brown, and shall cease to be valid when/if Jennifer Brown no longer is Owner and/or Operator of the property and a Yoga Studio/Center business within the property.

3. Total maximum occupancy of the Yoga Studio/Center space shall be fifteen (15) persons, including employees/instructors.

4. One (1) on-site parking space shall be permitted on the property, on the western side in front of the sliding barn (garage) doors; see Attachment 1.

5. Off-street parking shall be provided per an Off-Site Shared Parking Agreement with the St. Paul's Lutheran Church, whereby parking at 412 West 6th Street will be permitted by the proposed use according to the standards in that agreement.

6. Yoga Class Schedule shall include a minimum 30 minute gap/window between classes so as to allow for full utilization of the parking spaces by all class attendees (students).

7. The area in front of the Yoga Studio, to the public street right-of-way edge, may be utilized for outdoor seating and decorative plantings, so long as safety measures are taken relative to vehicles, given there is no raised curb on the south side of West 6th Street in the vicinity of the property. Final design and approval of such shall be done through the Certificate of Occupancy.

8. All applicable Zoning Ordinance, Building Code, and Fire Code requirements for the establishment of the Yoga Studio/Center use shall be met during the Certificate of Occupancy process.

Staff recommends approval of the Specific Use Permit request, subject to the above Conditions, based on the following findings:

1. The Conditions of Approval, including the Off-Site Parking Agreement, are meant to ensure a level of development that would improve upon the existing conditions of the property, and ensure that no negative impacts arise from the proposed use.

2. While the Comprehensive Plan Future Land Use map designation is "Single Family", and the zoning is High Density Multifamily, the existing structure/development is non-residential in nature, and there is no known history of residential use on the property.

The Planning and Zoning Commission held a public hearing for the request on September 12, 2017. Subsequently, the Commission made a recommendation of approval to City Council.

3. FUNDING SOURCE

N/A

4. TIMELINE CONSIDERATIONS

N/A

5. OTHER OPTIONS (In order of preference)

N/A

6. ATTACHMENTS

10a. Draft Ordinance
10b. Aerial Map
10c. Current Zoning Map

ORDINANCE NO. 2017-23

AN ORDINANCE APPROVING A SPECIFIC USE PERMIT FOR PROPERTY BEING CITY OF TAYLOR, BLOCK 41, LOT 6 (E/PT), ALSO KNOWN AS 407 WEST 6TH STREET IN TAYLOR, WILLIAMSON COUNTY, TEXAS, FOR A YOGA STUDIO/CENTER USE IN THE MF-2 HIGH DENSITY MULTIFAMILY DISTRICT SUBJECT TO THE ATTACHED CONDITIONS OF APPROVAL; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF TAYLOR, TEXAS, TO SHOW THE SPECIFIC USE PERMIT ADOPTED HEREIN; PROVIDING A SAVINGS CLAUSE.

WHEREAS, the Taylor City Council conducted a public hearing on September 28, 2017, to consider the request made by Jennifer Brown, Owner of the property, whose property is legally described in Exhibit "A" attached hereto and incorporated by reference herein for all purposes ("Property"), to request a Specific Use Permit for a Yoga Studio/Center Use, which is a use not permitted within the MF-2 District; and

WHEREAS, the Planning and Zoning Commission, after proper notice, conducted a public hearing on September 12, 2017, to consider the Specific Use Permit request, and recommended the Specific Use Permit to the City Council; and

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

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

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

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

SECTION 2. The Property is approved for a Specific Use Permit to allow a Yoga Studio/Center Use per the attached Conditions of Operation contained in Exhibit "B", and the Off-site Shared Parking Agreement in Exhibit "C".

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

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

SECTION 5. In accordance with Article VIII of the City Charter, Ordinance 2017-23 was introduced before the Taylor City Council on the 28th day of September, 2017.

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

____
Brand Rydell
Mayor

ATTEST:

____
Susan Brock, City Clerk

APPROVED AS TO FORM:

____
Ted W. Hejl,
City Attorney

CERTIFICATE

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

I, Susan Brock, being the current City Clerk of the City of Taylor, Texas, do hereby certify that the attached is a true and correct copy of Ordinance No. 2017-23, passed and approved by the City Council of the City of Taylor, Texas, on the ______ day of _________________, 2017, and such Ordinance was duly introduced, passed, approved and adopted at meetings open to the public and notices of the meetings, giving the dates, places, and subject matter thereof, were posted as prescribed by Government Code Section 551.043.

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

____
Susan Brock
City Clerk

EXHIBIT "A"

ELECTRONICALLY RECORDED 2017037621
Williamson County, Texas Total Pages: 4

15-ITC-1712931-RRK-GJW

GF#1712931

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

WARRANTY DEED WITH VENDOR'S LIEN

Date: **April 28, 2017**

Grantor: **Robert Fulford and Judy Fulford, married to each other**

Grantor's Mailing Address (including county):

4510 Ave. D
Austin, Texas 78751
Travis County

Grantee: **Jennifer Brown and Raymond Brown, married to each other**

Grantee's Mailing Address (including county):

515 N. Doak Street
Taylor, Texas 76574
Williamson County

Consideration:

For the sum of Ten and No/100 Dollars ($10.00) and other valuable consideration paid to the undersigned by the Grantee herein named, the receipt and sufficiency of which is hereby acknowledged, and the further consideration of the execution and delivery by Grantee of Grantee's Note of even date herewith that is in the principal amount of **Sixty-Five Thousand and No/100 Dollars ($65,000.00)** payable to the order of **Robert Fulford and Judy Fulford**. The Note is secured by a Vendor's Lien retained in favor of Grantor, in this Deed and by a Deed of Trust of even date herewith from Grantee to **Law Office of Kenneth M. Kohl, P.C.**, Trustee.

Property (including any improvements):

Lot 6, Block 41, CITY OF TAYLOR, according to the map or plat thereof, recorded in Cabinet A, Slide 186, Plat Records, Williamson County, Texas; SAVE AND EXCEPT that portion conveyed to W.O. Minzenmayer and wife, Olga Minzenmayer by Warranty Deed dated October 27, 1969, recorded in Volume 522, Page 324, Deed Records, Williamson County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:

Easements, rights-of-way, and prescriptive rights of record; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines, any encroachments or overlapping of improvements; all rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any applicable governmental district, agency, authority, etc. taxes for current year, the payment of which Grantee assumes.

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

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

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

The Vendor's Lien and Superior Title to the property are retained for the benefit of Grantor.

EXECUTED this 28th day of April, 2017.

Robert Fulford

Judy Fulford

By: her Attorney-In-Fact
Robert Fulford, her attorney-in-fact

STATE OF TEXAS
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on the 28 day of April, 2017, by **Robert Fulford** individually, and as attorney-in-fact on behalf of **Judy Fulford**.

G. WHITSEL
My Notary ID # 11470669
Expires January 25, 2019

Notary Public, State of
Notary's Name (printed):
Notary's commission expires:

AFTER RECORDING RETURN TO:

INDEPENDENCE TITLE COMPANY
101 E. Old Settler's Blvd., Suite 110
Round Rock, TX 78664

ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS

2017037621

Pages: 4 Fee: $29.00
04/28/2017 12:22 PM

THE STATE OF TEXAS · WILLIAMSON COUNTY

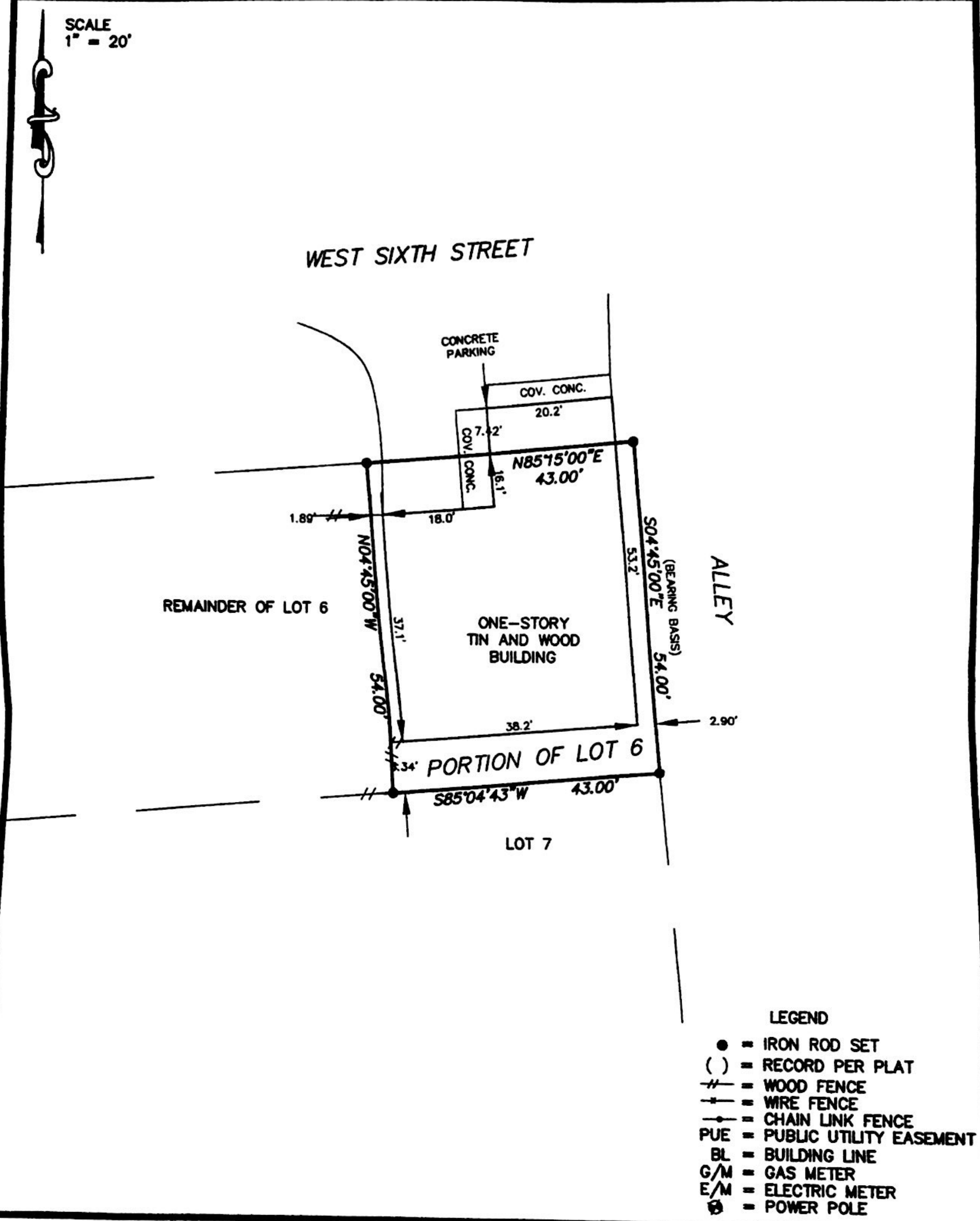
Nancy E. Rister

Nancy E. Rister,County Clerk
Williamson County,Texas

CELCO SURVEYING
TEL: 830-214-5109
FAX: 866-571-8323

SURVEY PLAT

2205 STONECREST PATH
NEW BRAUNFELS, TEXAS 78130



ADDRESS: 407 WEST SIXTH STREET, TAYLOR, TEXAS

LEGAL DESCRIPTION: LOT 6, BLOCK 41, CITY OF TAYLOR, ACCORDING TO PLAT THEREOF, RECORDED IN CABINET A, SLIDE 186, PLAT RECORDS, WILLIAMSON COUNTY, TEXAS, SAVE AND EXCEPT THAT PORTION CONVEYED TO W.O. MINZENMAYER AND WIFE, OLGA MINZENMAYER BY WARRANTY DEED DATED OCTOBER 27, 1969, RECORDED IN VOLUME 522, PAGE 324, DEED RECORDS, WILLIAMSON COUNTY, TEXAS.

CERTIFICATION

THE UNDERSIGNED DOES HEREBY CERTIFY TO THE PARTIES LISTED BELOW THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY MADE UPON THE GROUND OF THE PROPERTY SHOWN HEREON, AND THAT THERE ARE NO ENCROACHMENTS OF VISIBLE IMPROVEMENTS, EXCEPT AS SHOWN HEREON, AND THAT THIS PROPERTY HAS ACCESS TO A PUBLIC ROADWAY, EXCEPT AS SHOWN HEREON.

BUYER: ROBERT FULFORD
TITLE CO: INDEPENDENCE TITLE
G.F.#: 1013981-RRK
LENDER: N/A

PLAN No.: 10-481
SURVEY DATE: AUGUST 23, 2009

GEORGE E. LUCAS R.P.L.S. 4160

EXHIBIT "B"

Conditions of Operation

1. The Specific Use Permit shall be for one (1) Yoga Studio/Center use located in approximately 450 square feet in the north side of the structure.

2. The Specific Use Permit shall be for Jennifer Brown, and shall cease to be valid when/if Jennifer Brown no longer is Owner and/or Operator of the property and a Yoga Studio/Center business within the property.

3. Total maximum occupancy of the Yoga Studio/Center space shall be fifteen (15) persons, including employees/instructors.

4. One (1) on-site parking space shall be permitted on the property, on the western side in front of the sliding barn (garage) doors; see Attachment 1.

5. Off-street parking shall be provided per an Off-Site Shared Parking Agreement with the St. Paul's Lutheran Church, whereby parking at 412 West 6th Street will be permitted by the proposed use according to the standards in that agreement.

6. Yoga Class Schedule shall include a minimum 30 minute gap/window between classes so as to allow for full utilization of the parking spaces by all class attendees (students).

7. The area in front of the Yoga Studio, to the public street right-of-way edge, may be utilized for outdoor seating and decorative plantings, so long as safety measures are taken relative to vehicles, given there is no raised curb on the south side of West 6th Street in the vicinity of the property. Final design and approval of such shall be done through the Certificate of Occupancy.

8. All applicable Zoning Ordinance, Building Code, and Fire Code requirements for the establishment of the Yoga Studio/Center use shall be met during the Certificate of Occupancy process.

[1]

[1] ORDINANCE 2017-23 / PZ-2017-1054

EXHIBIT "C"

Off-site Access and Parking Agreement

This Access and Parking Agreement is made and entered into this 8th day of September, 2017, by and between Refine Yoga and St. Paul's Lutheran Church.

Whereas Jennifer Brown is owner of real property in the City of Taylor, Williamson County, Texas described as Refine Yoga, located at 407 W. 6th Street, Taylor, Texas ("Property 1").

Whereas Chris Rohlack is President of real property in the City of Taylor, Williamson County, Texas described as St. Paul's Lutheran Church, located at 401 W. 7th Street, Taylor, Texas ("Property 2").

Whereas, Property 1 is seeking a Specific Use Permit to operate as a Yoga Center for classes of an average of 10-15 people at a time.

Whereas, Property 2 is allowing the use of a minimum of 10 parking spaces in the church parking lot for students attending yoga classes .

Whereas, this Access and Parking Agreement shall not run with the property, but shall remain valid and in full force and effect in accordance with the terms of this Access and Parking Agreement;

NOW, THEREFORE, premises considered, the Parties hereby agree as follows:

1. Property 1 hereby grants Property 2, its guests and invitees, access and parking privileges across and upon the Property, subject to the following conditions:
   a. Detail - 1 space proposed in front of the garage door on the western side of the building.
   b. Detail – Sunday – all day
   c. Detail – with prior notice owner will make accommodations for the one parking space the city is allowing in front of lot of 407 W. 6th Street.
2. It is the intent of the Parties that this Access and Parking Agreement remain valid and in full force and effect so long as Property 1 and Property 2 own their respective properties, and Property 2 maintains a valid Certificate of Occupancy for the Property, unless and until this Agreement is terminated by either Property providing the other a minimum of 60 days notice of the intent to terminate this Agreement for any reason. Such notice shall be provided in writing to the other Property, with a copy to the City of Taylor.
3. It is expressly understood by the Parties that this Agreement is being entered into order to comply with the Zoning Ordinance requirements of the City of Taylor, Texas, in effect on the day of execution, for Property 1. Any future modification of this Agreement shall require the express approval of the City of Taylor in order to maintain the legal status of Property 1.

Should either Property fail to comply with the terms of this Agreement; no Certificate of Occupancy shall be issued by the City of Taylor for the occupancy of Property 1 and/or any existing Certificate of Occupancy may be revoked if these requirements are not met.

PROPERTY 1: 407 West 6th Street

Signature: Jennifer Brown DATE: 9/21/2017

Print Name/Title: Jennifer Brown

NOTARY:

Before me, the undersigned authority, on this day personally appeared Jennifer Brown (owner or agent name) known to me to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that he or she executed the same for the purposes and consideration expressed and in the capacity herein stated.

Given under my hand and seal of office on this 21st day of September, 2017

Notary Public in and for the State of Texas.

My Commission expires: 8.17.2020

Carrie Fay Orts

CARRIE FAY ORTS
Notary Public, State of Texas
Comm. Expires 08-17-2020
Notary ID 12909276-5

PROPERTY 2: St. Paul's Lutheran Church

Signature: Chris Rohlack DATE: 9-12-17

Print Name/Title: Chris Rohlack

NOTARY:

Before me, the undersigned authority, on this day personally appeared Chris Rohlack (owner or agent name) known to me to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that he or she executed the same for the purposes and consideration expressed and in the capacity herein stated.

Given under my hand and seal of office on this 12 day of September 2017.

Notary Public in and for the State of Texas.

My Commission expires: August 4, 2020

BRITNI ALYSE NEWLIN
NOTARY PUBLIC
STATE OF TEXAS
COMMISSION # 13076831-2
08-04-2020

Britni Alyse Newlin

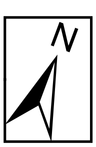
PZ-2017-1054
407 W 6th Street
SUP Request

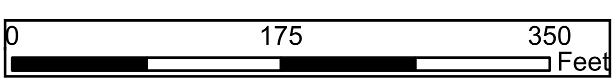
Legend

200-ft Notification Buffer

Subject Tract

Parcels






W 7TH ST
DAVIS ST
W 6TH ST
DAVIS ST
VANCE ST
W 5TH ST
FOWZER ST
W 4TH ST
Legend
Roadways
City Limits 2017
ETJ_2017
ZONING
P Parks
I Institutional
R/A Rural Agriculture
R-1 Single Family
R-2 Single Family
R-3 Single Family
M-H Manufactured Housing
R1-MHS Manufactured Housing Overlay
D Duplex Residential
MF-1 Multi- Family
MF-2 Multi-Family
R-PD Residential Planned Development
B-1 Local Business
B-2 General Business
B-3 Central Business
BP-1 Business Park 1
BP-2 Business Park 2
M-1 Light Industrial
M-2 Heavy Industry

City Council Meeting
September 28, 2017

STRATEGIC PILLAR

☐ Streets/Infrastructure

☒ Quality of Life

☒ Economic Vitality

Agenda Item #: 11

Agenda Title: Consider introducing Ordinance 2017-26 revising the Zoning Ordinance to include donation containers and recycling bins

Council Action to be taken: Introduce Ordinance 2017-26

Department Submitted: Development Services

Staff Contact: Ashley Lumpkin, AICP

1. PURPOSE/DESCRIPTION

The proposed amendment will modify the Zoning Ordinance to clarify the requirements for donation containers and recycling bins. Donation containers and recycling bins are typically utilized by charitable and for-profit entities collecting various goods and are often placed in commercial or non-residential parking lots. Staff has received multiple requests by various entities to place donation containers throughout town.

2. STAFF ANALYSIS AND RECOMMENDATION (Why and How)

The Zoning Ordinance is currently silent on donation containers and recycling bins. The regulation of placement, property owner approval, and maintenance is not defined. While the structures could be regulated as an accessory use, the abundance of applications and few specific requirements is the basis for the proposed addition to the ordinance. As discussed at the Growth Summit, the proposal will provide language that states what the city desires and not vague language that must be navigated by an organization. The proposed language will also further protect the aesthetics of the community and allow the City to effectively remedy unpermitted or poorly maintained donation containers.

The proposal adds a definition to clarify donation containers and recycle bins, sets minimum approval requirements, and provides other performance measures to ensure the city does not have a proliferation of unkempt containers/bins.

In addition, the proposal seeks to limit the number of containers or bins allowed on individual lots or within larger, commercial centers, and prohibit containers or bins on vacant/undeveloped lots. The ordinance also provides language to ensure mitigation of containers or bins that become a nuisance is clearly defined and enforceable.

A draft ordinance is attached to this report to show the proposed language.

Staff recommends approval of the proposed amendments to the Zoning Ordinance.

The Planning and Zoning Commission held a public hearing on September 12, 2017. Subsequently, the Commission made a recommendation of approval to City Council.

3. FUNDING SOURCE

N/A

4. TIMELINE CONSIDERATIONS

N/A

5. OTHER OPTIONS (In order of preference)

N/A

6. ATTACHMENTS

11a. Draft Ordinance

ORDINANCE NO. 2017-26

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2001-17 ADOPTED BY THE CITY OF TAYLOR, TEXAS ON APRIL 24, 2001 AS HERETOFORE AMENDED, BY ADDING SECTION 3.5.2.10, DONTATION CONTAINERS AND RECYCLE BINS AS AN ACCESSORY USE AND ADDING DONTATION CONTAINERS AND RECYCLE BINS TO SECTION 11, DEFINITIONS.

WHEREAS, the City of Taylor, Texas desires to amend the Zoning Ordinance to define Donation Containers and Recycle Bins as an accessory uses; and

WHEREAS, the City of Taylor, Texas conducted a public hearing regarding the zoning change and no opposition was expressed regarding the zoning change; and

WHEREAS, the City deems it is in the best interest that the amendment in the zoning ordinance be allowed.

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

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. Section 3.5.3.10 is to read as follows:

3.5.3.10 Donation Containers and Recycle Bins:

(a) The organization or company benefiting from the Donation Container or Recycle Bin, or the host site on whose property the Donation Container or Recycle Bin is situated, must indicate the following information on the container or bin: name of organization or company, address, and contact telephone number.

(b) Donation Containers and Recycle Bins shall be maintained in good condition and appearance, with no structural damage, no holes in the container that would allow leaks, no visible rust, and free of graffiti or advertising other than the name of the organization or company benefiting from the Donation Container or Recycle Bin.

(c) The placement of Donation Containers and Recycle Bins shall not impede traffic nor visually impair any mother vehicle operation within a parking lot or from a public space.

(d) Donation Containers and Recycle Bins may not be located on a vacant parcel or on a parcel containing a vacant building.

(e) Donation Containers and Recycle Bins cannot obstruct pedestrian or vehicular circulation, nor be located in public rights-of-way, required building setbacks, landscape areas, and areas in front of the primary building on the site, drive aisles, required parking spaces, fire lanes, loading zones, or other unsafe location.

(f) The maximum capacity of any donation container or recycle bin is 6 cubic yards and a maximum height of 6.5-feet.

(g) Only one donation container or recycle bin may be placed on a property or within 500-feet of another donation container or recycle bin. In the case of a shopping center or office development that consists of multiple platted lots, the Development Services Director, or designee, shall treat the shopping center or office development as if it is only one contiguous lot.

(h) Donation containers and recycled bins must be painted or coated in a color that is compatible with the context of its setting. Bright primary, fluorescent or contrasting colors are prohibited.

(i) Donated items must be collected and stored in the container or bin. Donated items cannot be left outside of the container or bin. Donations not fully enclosed in a donation container or recycle bin are considered a zoning violation and public nuisance, with the donations and container or bin subject to removal by the city at the owner's expense. The bins shall be monitored by the organization and emptied in a timely manner not to exceed every 14 calendar days, or more frequently if needed. If notified by the city of an issue, the bin and surrounding area shall be cleared of donations by the organization or property owner within two (2) business days.

(j) Any donation container or recycle bin located within the jurisdiction of the City of Taylor that does not have a current, valid permit (or any permitted donation container or recycle bin that has received more than two (2) notices of violation from the City in the past 12 months) shall be subject to impoundment by the City. Any donation container or recycle bin impounded by the City shall be released to the owner upon payment of all applicable impoundment and storage fees.

Section 11, Definitions, is amended as follows:

Donation Containers: include, but not limited to, any box, building, or other receptacle that is instead for use as a collection point for donated clothing or other small household materials at times when no employee or representative of the sponsoring company or organization is present to accept donations.
Recycle Bins shall include, but not limited to, any box, building, or other receptacle that is intended for use as a collection point for recyclable materials, including but not limited to, glass, paper, aluminum, or plastics.

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

In accordance with Article VIII, Section 1, of the City Charter, Ordinance No. 2017-26 was introduced and a public hearing was held before the Taylor City Council on the day of , 2017.

PASSED, APPROVED, and ADOPTED on the ____ day of _______, 2017.

____
Brandt Rydell, Mayor

ATTEST:

____
Susan Brock, City Clerk

City Council Meeting
September 28, 2017

STRATEGIC PILLAR

☐ Streets/Infrastructure

☐ Quality of Life

☒ Economic Vitality

Agenda Item #:	**12**
Agenda Title:	Receive Presentation on Investment Strategies
Council Action to be taken:	Accept report as presented
Department Submitted:	City Management, Finance Department
Staff Contact:	Isaac D. Turner, City Manager Rosemarie Dennis, Finance Director

1. PURPOSE/DESCRIPTION

The purpose of this agenda is to provide educational information on investment strategies with the use of public funds. This information will be presented by Linda Patterson of Patterson & Associates (P &A).

2. STAFF ANALYSIS AND RECOMMENDATION (Why and How)

Ms. Patterson has been a hands-on manager of public funds since 1983. She is a registered adviser and certified finance administrator. Linda teaches nationally on the full range of treasury functions including investment strategy, investments, benchmarking, cash flow, cash handling and banking. During her 20 years in public finance, Ms. Patterson was the City Treasurer of Fort Worth, TX and Deputy State Treasurer for Texas. Ms. Patterson is an active member of multiple public finance professional organizations and has authored two books on public investing. She holds a Master Degree in Public Administration and was a Fulbright Scholar in Germany.

The focus of P&A has always been client and public education. P&A advisers are respected trainers for many professional organizations throughout the United States. Their efforts are designed to offer creative and practical ideas to investment officers, finance directors, treasurers and cash managers.

Accepted report as presented.

3. FUNDING SOURCE

N/A

4. TIMELINE CONSIDERATIONS

N/A

5. OTHER OPTIONS (In order of preference)

N/A

6. ATTACHMENTS

12a. Presentation will be available at the meeting

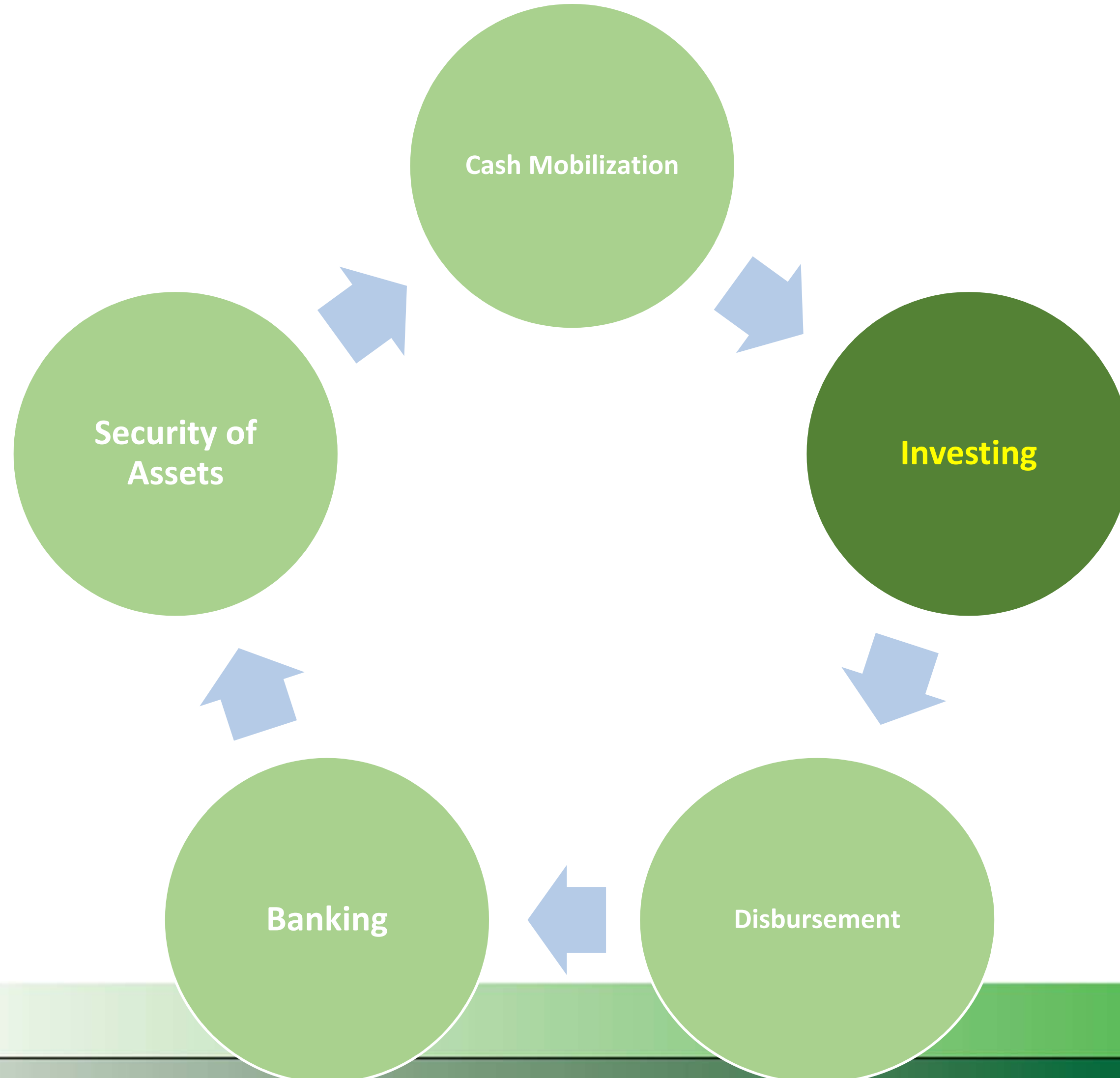
Public Funds Management

A Unique Set of Rules

What is Treasury Management?

Funds in public entities *move* constantly through the entity.

These are *operating funds* with very specific uses and cash flow needs.



What is public investing?

- As with any investing its priority is managing risk
- Putting money to work.
  - Creating a *performing asset*
- Utilizing markets and products for your benefit
- Adding yield but not risk to the portfolio
- Assuring cash efficiency and security
  - including banking arrangements

Public Investing is Risk Management

- Recognize and Manage Risk
  - Where is the risk? Internal and external
  - Manage it
  - You cannot avoid it

- Why?
  - Protect liquidity
  - Protect principal
  - Utilize your assets
  - Add earnings

Portfolio Foundation Blocks

- A policy and portfolio is built on:
- Cash Flow Analysis
  - establishes limits:
    - weighted average maturity(WAM) and maximum maturity
  - identifies liabilities <u>and</u> opportunities
- Risk Tolerance Levels
  - sets tone for active/passive strategy
  - Set by Board
- Internal Resource Limits
  - identifies how much staff can do
    - with time involved and software and knowledge available

Prudence and Indemnification

- Prudent Person Standard

  Investments shall be made with judgment and care under circumstances then prevailing that persons of prudence, discretion and intelligence exercise in the management of their own affairs not for speculation but for investment considering probable safety as well as probable income.

- Prudence is based on total portfolio

The Investment Process

- Elected officials are involved at several points:
- ❖ **Recognize risk tolerance**
- Recognize cash flow limits
- Choose your authorized securities
- ❖ **Create a policy framework**
- ❖ **Develop a macro strategy**
- Establish procedures
- Understand market forces
- Structure the portfolio
- ❖ **Report**
- ❖ Monitor results and compliance

The Fundamentals

- Safety
- Liquidity
- Diversification
- Yield

- Policies
- Procedures

Safety Requires

- Documentation
- Information
- Controls
- Reporting
- Procedures

- Contracts
- Collateral
- Diversification
- Competition

Safety of Principal

Taylor Policy

The primary objective of all investment activity is the preservation of capital and the safety of principal in the overall portfolio. Each investment transaction shall seek to ensure first that capital losses are avoided, whether they are from securities defaults or erosion of market value.

Liquidity Requires

- Cash flow analysis
- Expect the unexpected
- High credit quality
- Planning

Maintenance of Adequate Liquidity *Taylor Policy*

The investment portfolio will remain sufficiently liquid to meet the cash flow requirements that might be reasonably anticipated. Liquidity shall be achieved by matching investment maturities with forecasted cash flow requirements; investing in securities with active secondary markets; and maintaining appropriate portfolio diversification.

Diversification Requires

- Competition
- Diversification by broker
- Diversification by type of security
- Diversification maturity

Diversification

Taylor Policy

The policy of the City of Taylor, except when investing with the Depository Bank or Investment Pools will be to diversify its portfolio. This will be done to eliminate the risk of loss resulting from one concentration of assets in a specific maturity, a specific issuer or a specific class of investments. Investments of the City shall always be selected that provide for stability of income and reasonable liquidity.

Yield Requires

- Cash flow analysis
- Knowing your limits
- Competition
- Knowing the alternatives
- Using the alternatives
- Time and Attention

Yield *Taylor Policy*

Consistent with federal and state law and the City's depository contract, it will be the objective of the Investment Officer to earn the maximum interest rate allowed within the constraints of safety and liquidity.

Texas Statutes on Investments

- Public Funds Investment Act (PFIA)
  - TX Gov't Code Chapter 2256
  - Guidelines for investment
  - Flexibility to set your own limits

- Public Funds Collateral Act
  - TX Gov't Code Chapter 2257
  - Sets limits on collateral
  - Must be further defined to 102%
  - Allows entity to set own types of collateral

PFIA Requirements

- Adopt a Policy

  Emphasize safety and liquidity

  Address diversification, yield, maturity & capability

  List authorized investments

  Set a maximum maturity and WAM

  Tell how prices are monitored

  Require delivery versus payment - DVP

  Review and ***adopt*** policy annually

PFIA Requirements

- <u>Adopt a Strategy</u>
- Review and adopt strategy annually
- Designate an investment officer
- Disclose personal/business relationships
- Provide policy for written certification
- Obtain annual audit
- Provide for training
- Report quarterly for Board approval

PFIA Constraints

- Highest credit quality for safety
  - US Treasuries and agencies
  - State and local debt rated A or better
  - Local government pools rated AAA
  - A1/P1 commercial paper
- Multiple Bank Controls
  - Full FDIC coverage <u>and</u> collateralization at 102%
- Constitutional restrictions against equity investment
  - Public entity *cannot lend its credit*

Taylor's Fund Types

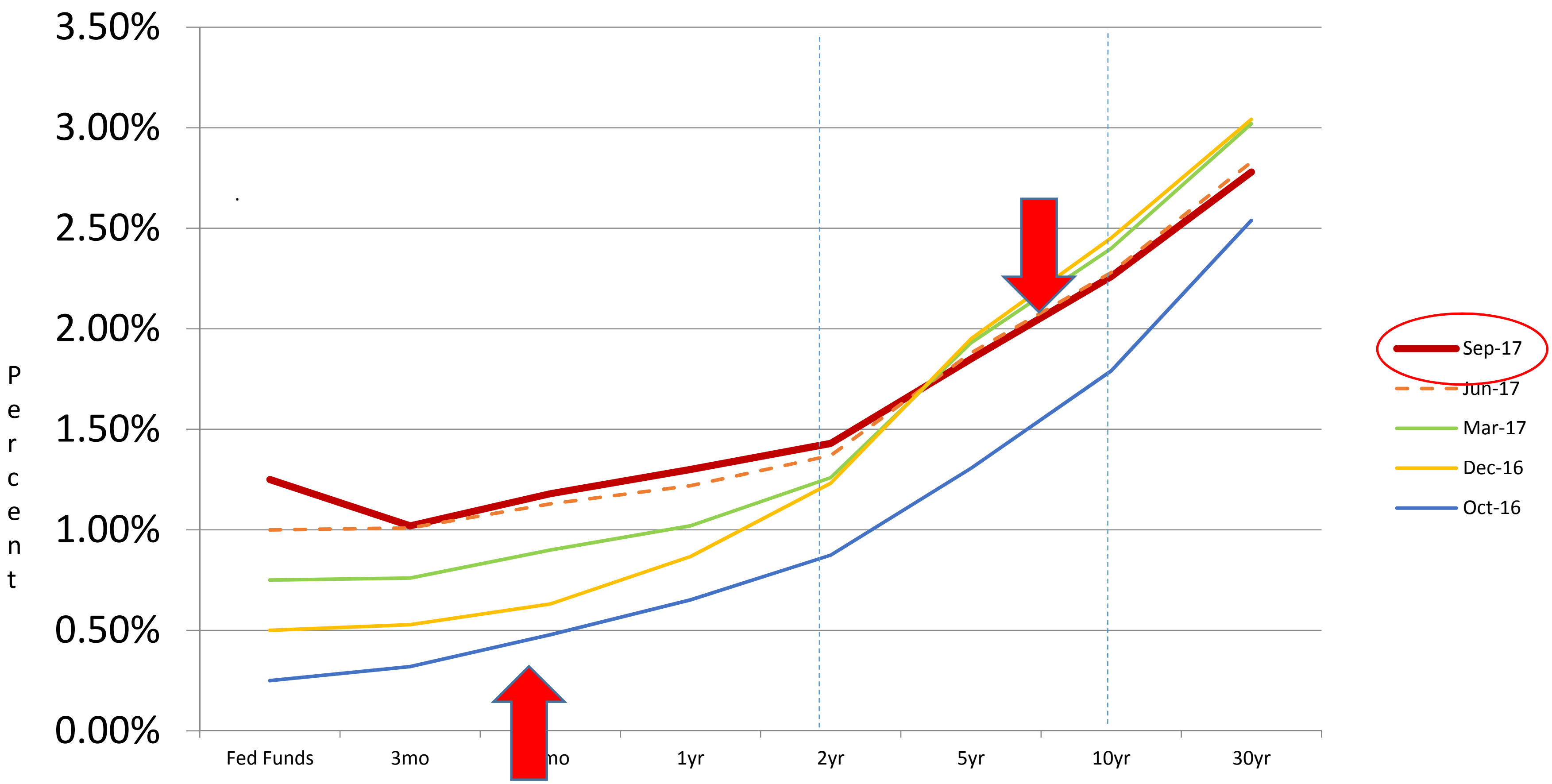
- Each fund/portfolio type has different cash constraints

- Funds
  - Operating Funds – max 2 years and WAM 200 days
  - Bond Proceeds
  - Repair and Replacement – max 3 years
  - Debt Service – consecutive payment dates
  - Bond Reserves
  - Operating Reserves – max 10 years and WAM 5 years
  - Fiduciary Funds – max 10 years

Authorized Securities for Taylor

- US Obligations – Treasuries and Agencies
- State and local debt rated “A” or better
- Fully collateralized repurchase agreements
- Depository certificates of deposit
- Local government investment pools
- A1/P1 commercial paper

US Treasury Market Constraint



EXPECTATIONS ?

End of Month Rates - Full Yield Curve – Fed Funds to 30yr

Who is involved? And Why?

- Responsibility assigned for all involved
  - Governing Body
    - Retains ultimate fiduciary responsibility by law
  - Investment officers
  - Counter-parties
    - Banks, broker/dealers, and advisers
  - Auditors

The staff's job is to…..

- Do:
  - Cash flow analysis
  - Chose brokers and banks
  - Establish procedures and controls
- Learn:
  - The Public Funds Investment Act and Collateral Act
  - Attend training (10 hours each 2 years)
  - Identify appropriate security types
  - Accounting for investments
- Report
  - Disclosure of ethical conflicts
  - Quarterly investment reports to Board

Governing Body's job is to…

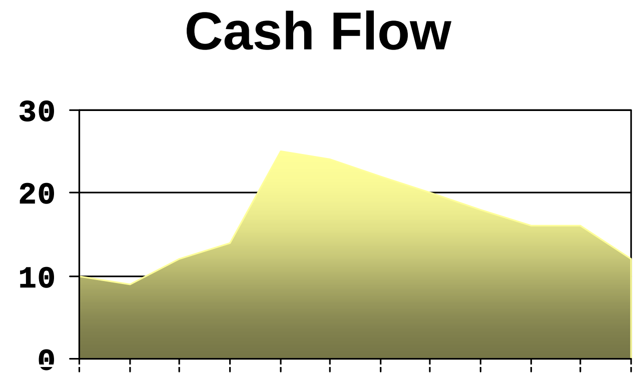
- Set policy
  - Annual adoption required
  - Reasonable use of funds
- Set overall strategy limits
  - Strategy and risk limits
  - Using the funds to entity's advantage
- Approve counter-parties
  - Annual review to assure competition
- Review and approve reports
  - Quarterly reports keep you informed
  - Stay informed
  - Expect reasonable results – know what is reasonable
    - Setting benchmark to match cash flow needs (WAM) and risk tolerance

Why Report ?

- Archival record-keeping
- Information management
- Risk management
- Performance and risk reporting

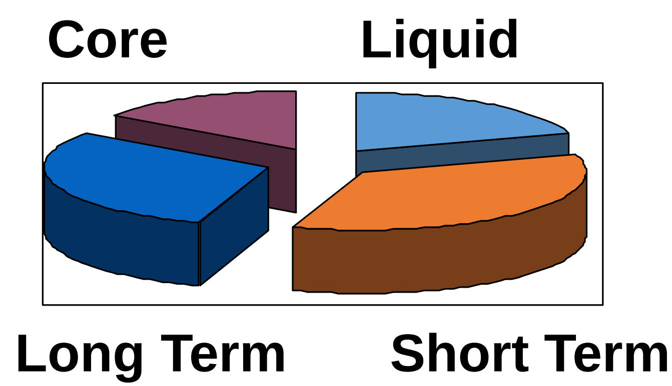
Investment Officer’s View

- Support of City Fundamentals
  - Reflect cash flow
  - Policy WAM and maturity limits



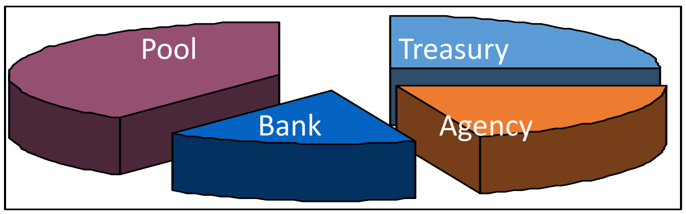
- Pinpointing the risks

- Setting time horizons on cash flow

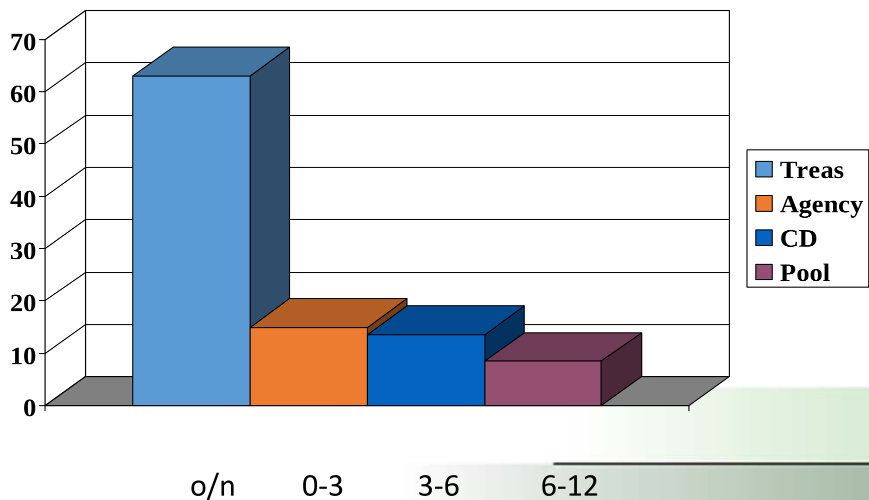


The Board's View

Sector Diversification

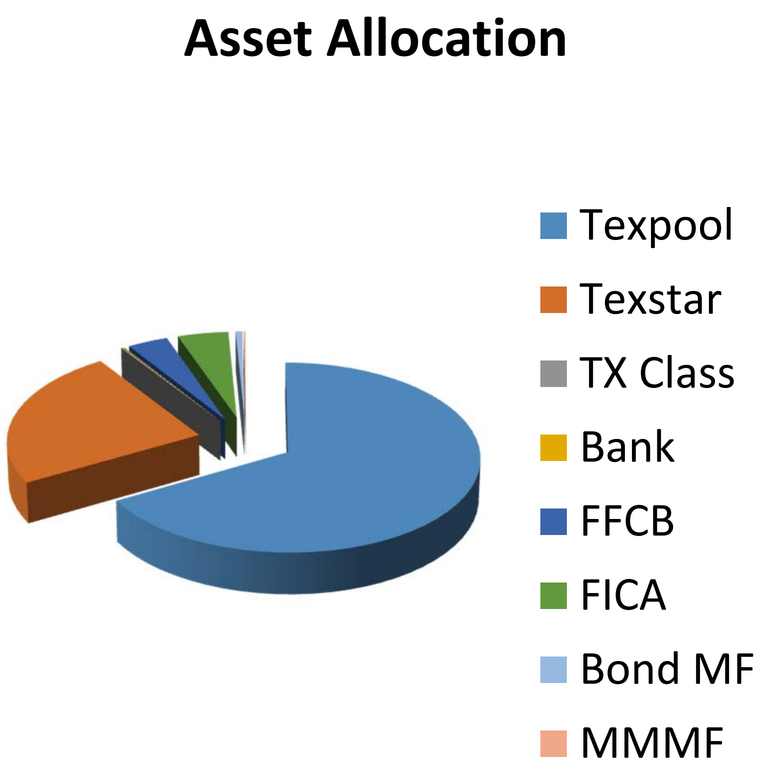


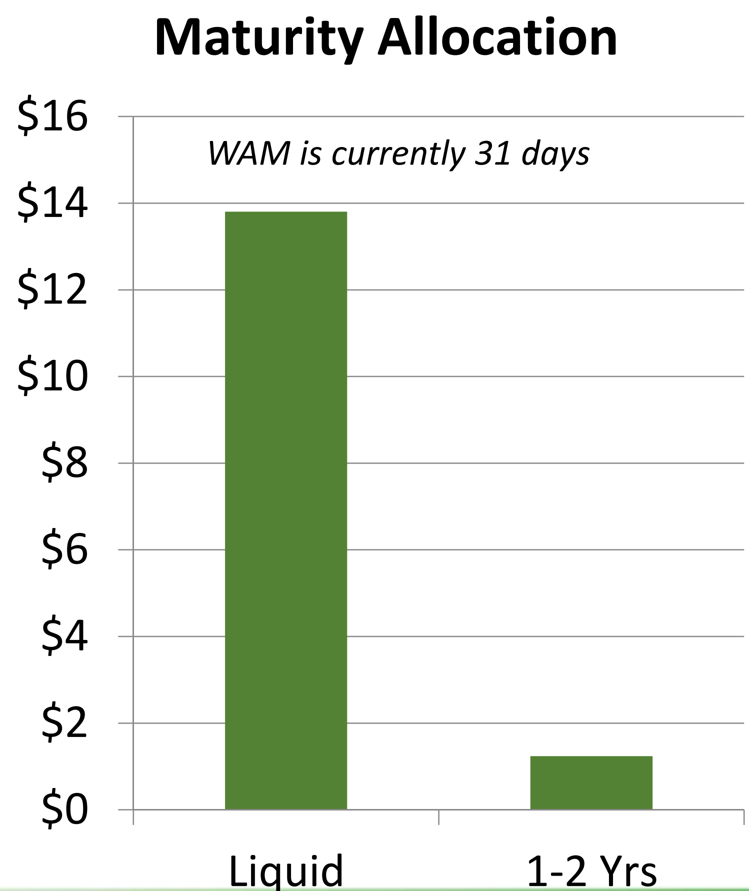
Investments over Time



- Illustration of risk
    - Diversification by sector
- Diversification by maturity
- Diversification and planning reduce risk

A Look at Taylor's Portfolio





Questions?

Funds Management is Risk Management

Directing and using funds wisely is the goal….

Linda T. Patterson

Patterson & Associates, Austin

linda@patterson.net

STRATEGIC PILLAR

☐ Streets/Infrastructure

☐ Quality of Life

☒ Economic Vitality

City Council Meeting
September 28, 2017

Agenda Item #:	**13**
Agenda Title:	Receive Information on Financing Options for Municipalities
Council Action to be taken:	Accept report as presented
Department Submitted:	City Management, Finance Department
Staff Contact:	Isaac D. Turner, City Manager Rosemarie Dennis, Finance Director

1. PURPOSE/DESCRIPTION

The purpose of this agenda is to provide educational information on the different financing option available to municipalities. This information will be presented by Jennifer Douglas, who is the City's financial advisor and Bart Fowler, City Bond Counsel.

2. STAFF ANALYSIS AND RECOMMENDATION (Why and How)

Accepted report as presented.

3. FUNDING SOURCE

N/A

4. TIMELINE CONSIDERATIONS

N/A

5. OTHER OPTIONS (In order of preference)

N/A

6. ATTACHMENTS

13a. Presentation on Economic Development Tools

Investment Recovery Options for Texas Municipalities

September 28, 2017

SPECIALIZED PUBLIC FINANCE INC.
FINANCIAL ADVISORY SERVICES

Investment Recovery Options

- **Tax Increment Reinvestment Zone (TIRZ)**

  Allows for up to 100% City and/or County property tax recovery on new taxable project value. TIRZ funds are eligible to reimburse for public infrastructure investment.

Investment Recovery Options

Chapter 380 & 381 Agreements

- Allow for recovery of 1% sales & use taxes collected by City on retail sales within XXX and a recovery of a portion of Hotel Occupancy Taxes generated within XXX.

- Chapter 380/381 payments are available to fund a wide array of uses, including public infrastructure reimbursement.

Investment Recovery Options

County Development District (CDD) – may not apply in Williamson

- Allows for the imposition of an additional ½% sales & use tax on retail sales within XXX.
- A CDD may also impose impact fees, special assessments and property taxes for roads.
- CDD funds are available to incentivize tourism-related projects.

Investment Recovery Options

- **Municipal Utility District (MUD)**

  Allows imposition of new property tax within XXX up to $1.20/$100 (varies per jurisdiction – need to check for Taylor.) MUD taxes would be available to reimburse for cost of water, sewer & drainage infrastructure.

Investment Recovery Options

- **Public Improvement District (PID)**

  Allows for the imposition of special assessments to recover the cost of a wide array of public improvements.

Investment Recovery Options

- **Municipal Management District (MMD)**

  Allows imposition of additional sales taxes to recover the cost of certain public infrastructure.

Investment Recovery Options

- **State Funding Options**

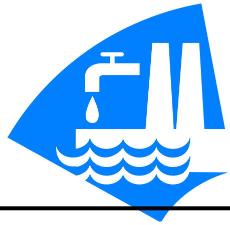
Office of the Governor Programs

- Texas Economic Development & Tourism Office
- Typically through a Type A or Type B Corporation
- Will finance projects that create new jobs in Texas
- Applies to new or expanding businesses in Texas

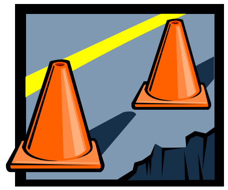
Texas Water Development Board

- Cheaper financing for qualifying water and wastewater projects
- May provide some “principal forgiveness”, or grant money for qualifying projects

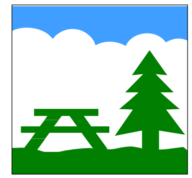
Governmental Approvals



Water, Sewer & Drainage Infrastructure



Roads & Other Transportation Infrastructure



Parks, Emergency Svcs., Schools & Other

City Consent → MUD

Economic Development → County 381

Economic Development → City 380

City Consent → MDD

County Consent → CDD

LEGISLATIVE SPECIAL DISTRICT → All Powers

Questions?

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

City Council Meeting
September 28, 2017

Agenda Item #: **14**

Agenda Title: Consider approving 2017 Employee Compensation Study

Council Action to be taken: Approve / Deny

Initiating Department: Human Resources

Staff Contact: Kim Peterson, Director

1. PURPOSE/DESCRIPTION

The 2017 Compensation Study provides a new market-based pay structure for City employees to support attracting and retaining qualified employees. Approving the 2017 Compensation Study includes adopting a new salary schedule and new salary ranges based on survey findings. The study provides comparative data on pay and benefits compared to other cities in the region.

This compensation study will serve as a basis for future improvements to the employee compensation and benefits plan. In the next 2 years, the goal will be to move employees toward the midpoint of their pay ranges. In the next year, benefits will be addressed by making the city's TMRS contribution competitive with other cities. A merit pay plan to reward performance will be developed after base plan and TMRS contributions have been addressed.

2. STAFF ANALYSIS AND RECOMMENDATION (Why and How)

On July 13, 2017, Public Sector Personnel Consultants (PSPC) presented the 2017 Compensation Study to the City Council. PSPC completed a salary and benefits survey of 16 area cities and private sector data, where available. Salary ranges, actual salary data, and benefits data was gathered. 50 of 69 salary ranges were under market, while 19 of 69 titles were competitive.

Staff recommends approving the 2017 Compensation Study as presented.

3. FUNDING SOURCE

Compensation study implementation, including a 3% across the board pay increase and bringing employees up to the minimum of the pay range for their position is included in

FY 2017-18 budget. This is the first step to bring employees into the minimum of competitive pay ranges and implementation of the Compensation Study results. Funding in future years will allow employees to move through the pay ranges appropriately to prevent salary compression, increasing the City's TMRS contributions and implementing merit pay.

4. TIMELINE CONSIDERATIONS

5. OTHER OPTIONS (In order of preference)

6. ATTACHMENTS

14a. Study
14b. Report
14c. Presentation

CITY OF TAYLOR, TEXAS

Salary Survey Report

Public Sector Personnel Consultants

September 2017

1. EXECUTIVE SUMMARY

It is out pleasure to present to the City of Taylor the findings and recommendations of the FY 2016/2017 Salary Survey. We wish to thank all employees and department heads for their participation and assistance during this process.

A. SUMMARY OF FINDINGS

1. New pay ranges have been proposed for all jobs using available survey data, and aligns the City's pay ranges to 100% of market values.

2. 72% of surveyed job classes (50/69) are behind the market midpoint (less than -5% variance from market midpoint); 28% of surveyed job classes (19/69) are within a competitive range (+/-5% variance from market midpoint) or greater (more than 5% variance from market midpoint)

3. The initial estimated fiscal impact of adopting the proposed pay range adjustments is $260,979 to move 72 of 135 employee salaries up to the minimum of the pay range proposed for their job (4.1% of base payroll).

B. SUMMARY OF RECOMMENDATIONS

1. Provide a 3% Cost-of-Living-Adjustment to all employees, per the annual budgeting process

2. Adopt a new salary schedule for General Service and Civil Service Employees

3. Adopt the proposed pay range assignments for each job class

4. Adjust the salaries of the 54 affected employees to the range minimum within the proposed pay range (after the 3% COLA, the number of employees who fall below the minimum is reduced)

5. In the future, adjust salaries for all employees within the new pay ranges, according to the City's annual budget process and/or merit, time in job, etc.

2. EXTERNAL COMPETITIVENESS COMPARISONS

The following sections and tables describe the methodology for the salary and benefits survey, including survey comparators and method of comparison, as well as options for the FY 2017 salary plan for the City of Taylor.

A. SOURCES OF EXTERNAL DATA

In order to create statistical reliability, we obtained the complete salary plans from the following employers and extracted data on their job classes matching the City's salary survey benchmarks.

City of Austin, TX
City of Bastrop, TX
City of Belton, TX
City of Buda, TX
City of Cedar Park, TX
City of Copperas Cove, TX
City of Elgin, TX
City of Georgetown, TX
City of Harker Heights, TX
City of Hutto, TX
City of Kyle, TX
City of Leander, TX
City of Lockhart, TX
City of Pflugerville, TX
City of Round Rock, TX
City of Temple, TX

Data was also collected from regional private sector employers where possible using figures from the Economic Research Institute.

B. SALARY RANGE COMPARISONS

We utilized the standard "structure-to-structure" method to compare the City's salary structures to the prevailing rates. The City's salary structure and the prevailing rates are represented by their Midpoints, which are the amounts employers pay for sustained competent job performance.

The Midpoint is the most objective, occupation-specific and consistent component of salary structures among employers, as the varying widths of salary grades are too great to utilize Minimum or Maximum. Midpoint is not affected by actual salary averages which may reflect longevity, pay-for-performance, and a myriad of subjective salary plan administration characteristics of the comparator employers. When individual salary plans were comprised of steps, the beginning and ending steps were added and the sum divided by two (2) to calculate a true midpoint.

C. RANGE ALLOCATION AND PLACEMENT

The proposed salary schedule consists of 55 grades. The ranges of each grade are 35% from minimum to maximum; between grades there is a 5% difference from midpoint to midpoint.

1	$15,088	$17,751	$20,414		**29**	$59,148	$69,586	$80,024
2	$15,843	$18,639	$21,434		**30**	$62,106	$73,066	$84,025
3	$16,635	$19,570	$22,506		**31**	$65,211	$76,719	$88,227
4	$17,467	$20,549	$23,631		**32**	$68,472	$80,555	$92,638
5	$18,340	$21,576	$24,813		**33**	$71,895	$84,582	$97,270
6	$19,257	$22,655	$26,054		**34**	$75,490	$88,812	$102,133
7	$20,220	$23,788	$27,356		**35**	$79,264	$93,252	$107,240
8	$21,231	$24,977	$28,724		**36**	$83,228	$97,915	$112,602
9	$22,292	$26,226	$30,160		**37**	$87,389	$102,811	$118,232
10	$23,407	$27,538	$31,668		**38**	$91,758	$107,951	$124,144
11	$24,577	$28,915	$33,252		**39**	$96,346	$113,349	$130,351
12	$25,806	$30,360	$34,914		**40**	$101,164	$119,016	$136,868
13	$27,097	$31,878	$36,660		**41**	$106,222	$124,967	$143,712
14	$28,451	$33,472	$38,493		**42**	$111,533	$131,215	$150,897
15	$29,874	$35,146	$40,418		**43**	$117,110	$137,776	$158,442
16	$31,368	$36,903	$42,439		**44**	$122,965	$144,665	$166,364
17	$32,936	$38,748	$44,560		**45**	$129,113	$151,898	$174,683
18	$34,583	$40,686	$46,788		**46**	$135,569	$159,493	$183,417
19	$36,312	$42,720	$49,128		**47**	$142,347	$167,468	$192,588
20	$38,128	$44,856	$51,584		**48**	$149,465	$175,841	$202,217
21	$40,034	$47,099	$54,163		**49**	$156,938	$184,633	$212,328
22	$42,036	$49,454	$56,872		**50**	$164,785	$193,865	$222,944
23	$44,137	$51,926	$59,715		**51**	$173,024	$203,558	$234,091
24	$46,344	$54,523	$62,701		**52**	$181,675	$213,736	$245,796
25	$48,661	$57,249	$65,836		**53**	$190,759	$224,422	$258,086
26	$51,095	$60,111	$69,128		**54**	$200,297	$235,644	$270,990
27	$53,649	$63,117	$72,584		**55**	$210,312	$247,426	$284,540
28	$56,322	$66,273	$76,213					

Midpoint %
5.00%

Range Spread
35.00%

In order to assign positions to a grade, we identified the grade that was closest to the market midpoint. All positions have been evaluated at 100% of the prevailing rate. Using the market as our first point of reference, we then made range adjustments between job classes to ensure enough separation between levels and types of jobs and to ensure internal alignment. In some instances, range adjustments were also affected by the scope and complexity of the job versus its comparators.

The following table illustrates the proposed salary ranges by job:

Airport				
Airport Manager	25	$48,661	$57,249	$65,836

Airport Operations Assistant	16	$31,368	$36,903	$42,439
City Hall				
City Manager			Unclassified	
Assistant City Manager	40	$101,164	$119,016	$136,868
Human Resources Director	34	$75,490	$88,812	$102,133
City Clerk	30	$62,106	$73,066	$84,025
Public Information Officer	27	$53,649	$63,117	$72,584
Executive Assistant	25	$48,661	$57,249	$65,836
Main Street Manager	25	$48,661	$57,249	$65,836
Administrative Assistant - HR	17	$32,936	$38,748	$44,560
Management Intern (temporary)	17	$32,936	$38,748	$44,560
Development Services				
Development Services Director	34	$75,490	$88,812	$102,133
Building Official	30	$62,106	$73,066	$84,025
Senior Planner	27	$53,649	$63,117	$72,584
Code Enforcement Officer	20	$38,128	$44,856	$51,584
Administrative Assistant - Planning	17	$32,936	$38,748	$44,560
Permit Clerk - Receptionist	14	$28,451	$33,472	$38,493
Finance				
Finance Director	37	$87,389	$102,811	$118,232
Utility Billing Manager	24	$46,344	$54,523	$62,701
Accountant I	24	$46,344	$54,523	$62,701
Payroll Accounting Specialist	21	$40,034	$47,099	$54,163
Senior Utility Clerk	18	$34,583	$40,686	$46,788
Service Technician	18	$34,583	$40,686	$46,788
Account Clerk	17	$32,936	$38,748	$44,560
Utility Clerk	14	$28,451	$33,472	$38,493
Fire				
Fire Chief	37	$87,389	$102,811	$118,232
Assistant Fire Chief - Fire Marshal	32	$68,472	$80,555	$92,638
Administrative Assistant - Fire	17	$32,936	$38,748	$44,560
Internal Services				
Director of Internal Services	32	$68,472	$80,555	$92,638
Building Maintenance Superintendent	25	$48,661	$57,249	$65,836
Fleet Services Manager	25	$48,661	$57,249	$65,836
IT Specialist	22	$42,036	$49,454	$56,872
Mechanic	19	$36,312	$42,720	$49,128
Building Maintenance Technician	15	$29,874	$35,146	$40,418
Custodian	11	$24,577	$28,915	$33,252

Library				
Library Director	32	$68,472	$80,555	$92,638
Technology Librarian	22	$42,036	$49,454	$56,872
Library Assistant	13	$27,097	$31,878	$36,660
Library Aide	11	$24,577	$28,915	$33,252
Municipal Court				
Municipal Court Judge			Unclassified	
Municipal Court Clerk of Record	27	$53,649	$63,117	$72,584
Senior Deputy Municipal Court Clerk	17	$32,936	$38,748	$44,560
Deputy Municipal Court Clerk	14	$28,451	$33,472	$38,493
Parks and Recreation				
Parks and Recreation Director	32	$68,472	$80,555	$92,638
Crew Leader II	23	$44,137	$51,926	$59,715
Athletic Field Technician	14	$28,451	$33,472	$38,493
Police Support				
Support Services Administrator	27	$53,649	$63,117	$72,584
Animal Control Supervisor	23	$44,137	$51,926	$59,715
Communications Supervisor	23	$44,137	$51,926	$59,715
Records Supervisor	20	$38,128	$44,856	$51,584
Communications Officer	18	$34,583	$40,686	$46,788
Animal Control Officer	15	$29,874	$35,146	$40,418
Animal Shelter Kennel Technician	13	$27,097	$31,878	$36,660
Police Sworn Officers (Non-Civil Service)				
Police Chief	37	$87,389	$102,811	$118,232
Public Works				
Public Works Director	37	$87,389	$102,811	$118,232
Senior Engineer	32	$68,472	$80,555	$92,638
Public Works Superintendent	30	$62,106	$73,066	$84,025
Utility Superintendent	30	$62,106	$73,066	$84,025
Wastewater Plant Supervisor	25	$48,661	$57,249	$65,836
Pretreatment Coordinator WWTP Operations	23	$44,137	$51,926	$59,715
Crew Leader II (PW)	23	$44,137	$51,926	$59,715
Crew Leader II (Water)	23	$44,137	$51,926	$59,715
Crew Leader I (Streets/Grounds Maintenance)	21	$40,034	$47,099	$54,163
Crew Leader I (Water)	21	$40,034	$47,099	$54,163
Wastewater Plant Operator II	21	$40,034	$47,099	$54,163

Utility Worker II	19	$36,312	$42,720	$49,128
Equipment Operator III	19	$36,312	$42,720	$49,128
Wastewater Plant Operator I	18	$34,583	$40,686	$46,788
Administrative Assistant	17	$32,936	$38,748	$44,560
Administrative Assistant - Cemetery	17	$32,936	$38,748	$44,560
Administrative Assistant - Utilities	17	$32,936	$38,748	$44,560
Utility Worker I	16	$31,368	$36,903	$42,439
Equipment Operator II	16	$31,368	$36,903	$42,439
Cemetery Equipment Operator	14	$28,451	$33,472	$38,493
Equipment Operator I	14	$28,451	$33,472	$38,493

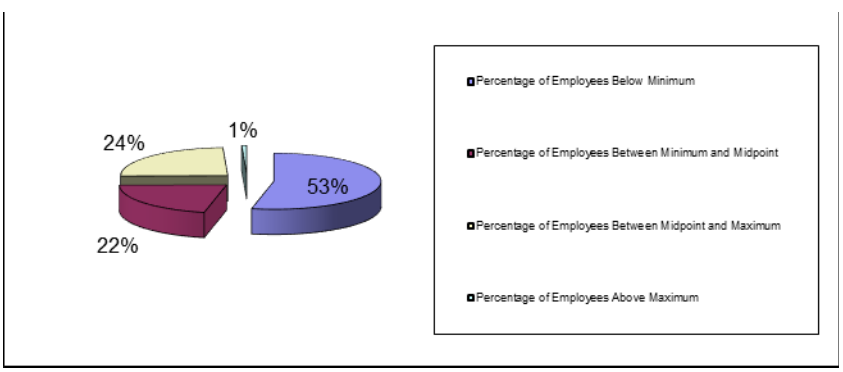
For Police and Fire occupations on the City's Civil Service schedule, additional comparisons were made for all ranks at entry and at top-out. Based on these findings, PSPC recommends that the City make the following adjustments to their Civil Service structure:

		Step 1	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 6**	**Step 7**
Firefighter EMT	**Current:**	$39,142	$41,099	$43,154	$45,311	$47,577	$49,956	
(3% increase)	**Proposed:**	$40,316	$42,332	$44,449	$46,670	$49,004	$51,455	
Driver Operator	**Current:**	$42,126	$44,233	$46,444	$48,766	$51,205	$53,765	
(12% increase)	**Proposed:**	$47,181	$49,541	$52,017	$54,618	$57,350	$60,217	
Fire Lieutenant	**Current:**	$47,725	$50,111	$52,617	$55,248	$58,010	$60,911	$63,956
(12% increase)	**Proposed:**	$53,452	$56,124	$58,931	$61,878	$64,971	$68,220	$71,631
Police Officer	**Current:**	$48,825	$51,266	$53,829	$56,521	$59,347		
(no increase)	**Proposed:**	$48,825	$51,266	$53,829	$56,521	$59,347		
Police Corporal	**Current:**	$50,135	$52,642	$55,274	$58,037	$60,939		
(8% increase)	**Proposed:**	$54,146	$56,853	$59,696	$62,680	$65,814		
Police Sergeant	**Current:**	$53,961	$56,554	$59,382	$62,351	$65,469		
(10% increase)	**Proposed:**	$59,357	$62,209	$65,320	$68,586	$72,016		
Police Commander	**Current:**	$83,545	$87,723					
(no increase)	**Proposed:**	$83,545	$87,723					

By adopting the proposed ranges, the City can expect the following estimated fiscal impact:

City of Taylor, TX
Estimated Fiscal Impact of FY 2017 Salary Plan
100% of Prevailing Rates Competitiveness Policy

Number of Employees	135
Total Payroll	$6,372,513
Number of Employees Below Minimum	72
As % of total employees	53.33%
Total $ below Minimum	$260,979
As % of total payroll	4.10%
Average amount below Minimum	$3,625
Number of Employees Between Minimum and Midpoint	29
As % of total employees	21.48%
$ to Bring from Minimum to Midpoint	$459,105
As % of total payroll	7.20%
Number of Employees Below Midpoint	101
As % of total employees	74.81%
Total $ below Midpoint	$720,084
As % of total payroll	11.30%
Average amount below Midpoint	$7,130
Number of Employees Between Midpoint and Maximum	33
As % of total employees	24.44%
Number of Employees Above Maximum	1
As % of total employees	0.74%
Total $ over Maximum	$867
As % of total payroll	0.01%
Average amount over Maximum	$867



3. INITIAL IMPLEMENTATION OF FY 2017 SALARY PLAN

The initial implementation of the City's updated salary plan for FY 2017 will be controlled by the City's financial resources, and therefore balanced between the ability to pay all employees near the prevailing rates for their occupations and available funds. The following approach is provided for the City to select or modify, based on what is best suited for its compensation philosophy, historical practices, and available funds. After discussion with City leadership, the following recommendation has been made:

A. Provide a 3% Cost-of-Living Adjustment, then Bring Individuals Up to the Minimum of Their Proposed Range

01/1/18: Provide a Cost-of-Living-Adjustment of 3% to all employees ($191,175), then move any employees who remain below the minimum of their proposed range up to the minimum of the range ($194,496) for a total cost of $386,121, or 6.05% of your current payroll. On the Civil Service scale, each step would be adjusted upward by 3%, including Police Office and Police Commander, since the increase will be across-the-board.

4. SALARY ADMINISTRATION

Following are several key salary plan maintenance procedures.

A. FUNDING INITIAL IMPLEMENTATION AND REGULAR / FUTURE UPDATES

We recommend the City's salary plan be established and subsequent updates made on the basis of the external prevailing rates. The annual prevailing rate increase (PRI) factor is a broad composite of the job market's reactions to the cost of living (CPI), employment cost index (ECI), and supply and demand for specific occupations.

All funds for initial implementation and/or regular updates should be combined into one single prevailing rate maintenance (PRM) budget authorized by the Council. Across-the-board or universal flat amount salary increases to the scale significantly impair external competitiveness, internal equity, and merit increase opportunity.

B. ANNUAL PLAN UPDATE STEPS

1. Secure re-affirmation of the City's prevailing rate salary policy (at 100%? 95%?)
2. Obtain latest salary plans from the comparator agencies.
3. Compute the prevailing rate for each of the benchmark job classes.
4. Re-assign job classes to salary ranges most closely matching the prevailing rates.

5. Identify employees whose current salary is less than their job's new Minimum.
6. Compute the total amount of dollars, and percentage of current payroll, required to bring all employees to the Minimum of their new salary range.
7. Determine the amount required for in-range merit increases based on midpoint budgeting.
8. Provide information to the Council for budgeting purposes.
9. Obtain approved prevailing rate maintenance (PRM) budget from the Council.
10. Construct new merit increase guide commensurate with funding level.
11. Adjust departmental budgets on basis of employees' various compa-ratios.
12. Bring all salaries up to Minimum on the updated plan's effective date.

C. FLEXIBLE HIRING RATE

The Minimum of a salary range is not necessarily the hiring rate, as it is merely the mathematical extension of the salary range Midpoint. The City must utilize the entire salary range for recruitment purposes, reserving flexibility for a variety of recruitment situations, including scarcity of desired job skills, high qualifications of an applicant, or higher than Minimum salary demanded by a needed applicant.

D. MERIT INCREASES

In addition to making in-range adjustments based on time in job, the City could also develop and implement a merit pay structure. In order for a merit pay structure to be successful, the City would need to devote a significant amount of time and resources in order to develop useful metrics for evaluating employee performance. Managers would need to be trained in how to objectively measure these outputs, and employees would need to believe that they are being evaluated fairly. Additionally, the City would need to commit significant funds in order to truly differentiate between star performers, average performers, and low performers, with variable rates of at least five, three, and one percent.

CITY OF TAYLOR, TEXAS

Benefits Survey Report

Public Sector Personnel Consultants

September 2017

A. BENEFITS INTRODUCTION

As part of the total compensation package, benefits play an important role in employee motivation and retention. Our goal in the benefits survey was to highlight trends and current practices among comparator cities. The City of Taylor may use these findings to validate current practices and to highlight areas where it can improve or modify its practices.

PSPC looked at the following areas:

- Medical premium contributions by the City and by the Employee for “Employee Only” and “Employee + Family” Plans (Table 1)
- Dental premium contributions by the City and by the Employee for “Employee Only” and “Employee + Family” Plans (Table 2)
- Life insurance contributions by the City and by the Employee (Table 3)
- Pension plan contributions by the City and by the Employee (Table 4)
- Vacation, Sick Leave, and Holiday Leave Policy (Table 5)
- Certification Pay for Public Safety Officers (Table 6)
- Education Incentives and Longevity Pay (Table 7)

B. FINDINGS

Medical Premiums: The City of Taylor is competitive with its contributions to medical premiums for the “Employee Only” plan. Among the comparator cities, the prevailing trend is for cities to completely cover the premiums for the “Employee Only” plan, a practice that the City of Taylor also follows. The City of Taylor is less competitive with its contributions to medical premiums for the “Employee + Family Plan.” With the addition of dependents under the “Employee + Family” plan, the costs start to shift more to the employee, with cities contributing an average of 48% and employees contributing the remaining 52%. The City of Taylor is slightly behind market in that employees contribute 59% toward premiums for the “Employee + Family” plan. The City could improve its stance by increasing its contributions to premiums for the “Employee + Family” plan.

Dental Premiums: The City of Taylor is competitive with its contributions to dental premiums for the “Employee Only” plan. Among the comparator cities, the prevailing trend is for cities to completely cover the premiums for the “Employee Only” plan, a practice that the City of Taylor also follows. The City of Taylor is less competitive with its contributions to dental premiums for the “Employee + Family Plan.” With the addition of dependents under the “Employee + Family” plan, the costs start to shift more to the employee, with cities contributing an average of 31% and employees contributing the remaining 69%. The City of Taylor is slightly behind market in that employees contribute 75% toward premiums for the “Employee + Family” plan. The City could improve its stance by increasing its contributions to premiums for the “Employee + Family” plan.

Life Insurance: The City of Taylor is not competitive with its life insurance practices. The prevailing trend is for cities to completely cover the premiums for life insurance, although the levels of coverage vary among the comparator entities. Currently, the City of Taylor does not contribute anything to life insurance for their employees. Any coverage comes at the cost of the employee. The City could improve its stance by providing a nominal level of life insurance for their employees.

Pension: The City of Taylor is not competitive with its pension practices. The prevailing trend is for cities to contribute to TMRS at a ratio of 2:1, with most cities contributing 14% and employees contributing 7%. Currently, the City of Taylor has a matching ratio of 1.5:1, with the City contributing 12.1% and employees contributing 7%. The City could improve its stance by increasing its matching ratio to 2:1, to mirror the prevailing market trend.

Vacation, Sick Leave, and Holiday Policy: The City of Taylor is not competitive with its Vacation, Sick Leave, and Holiday Policy. With its vacation policy, the City of Taylor is competitive with the number of days offered at the 1 year mark, but at the 5 year, 10 year, 15 year, and 20 year mark, the City of Taylor is behind the average of its competitors. The City could improve its stance by offering a progressive rate of vacation days for their employees based on their tenure. With sick leave days, the prevailing rate is 12 days per year, whereas the City of Taylor only offers 10. Lastly, with holidays, the average number of days is 12 per year, whereas the City of Taylor offers 11.5. The City could improve its stance by providing two extra days of sick leave per year, and by offering an extra half day of holiday for their employees.

Certification Pay: The City of Taylor is not competitive with its certification pay for policy police officers, but is more in line with market practices with its lack of certification pay for firefighters. Currently 13/16 of the comparator entities provide certification pay for their police officers, while only 7/16 provide certification pay for their firefighters. The City does not provide certification pay at any level for either. The City could improve its stance by adopting a certification pay policy for their police officers. While adopting a certification pay policy for firefighters would certainly be helpful, it is not necessarily a common market practice. The City may look at adopting a police incentive pay structure before adopting a structure for fire personnel.

Education Incentives and Longevity: The majority of comparator entities do not provide any educational incentives for their employees. Currently, the City of Taylor does not provide any either. The City should focus on other benefit areas before considering any educational incentive pay as it is not a common market practice. For longevity pay, the City currently offers $4 per month per year of service after one year. Most comparator cities have a longevity pay policy, although the rates and methods of implementation vary.

Table 1: Comparison of Medical Premium Contribution by City and by Employee for "Employee Only" and "Employee + Family" Plans

Participant Agency	Monthly Medical: EE Only				Monthly Medical: EE + Family (w/spouse)				Notes
	Employer Pays		Employee Pays		Employer Pays		Employee Pays		
	$	%	$	%	$	%	$	%	
Austin	-	-	$10	-	-	-	$564	-	City offers three plans; data reflect mid-range PPO Plan
Bastrop	$649	100%	$0	0%	$649	51%	$632	49%	
Belton	$421	100%	$0	0%	$555	44%	$707	56%	City offers three plans; data reflect mid-range plan
Buda	$406	100%	$0	0%	$943	73%	$357	27%	City offers two plans; data reflect low-end plan
Cedar Park	$535	100%	$0	0%	$535	42%	$731	58%	City offers two plans; data reflect low-end plan
Copperas Cove	$386	100%	$0	0%	$386	33%	$772	67%	
Elgin	-	100%	$0	0%	-	-	$1,100	-	
Georgetown	-	-	$12	0%	-	-	$276	-	
Harker Heights	$440	100%	$0	0%	$440	33%	$904	67%	
Hutto	$385	100%	$0	0%	$625	51%	$607	49%	
Kyle	$521	100%	$0	0%	$521	38%	$841	62%	
Leander	$407	100%	$0	0%	$802	65%	$427	35%	City offers two plans; data reflect low-end plan
Lockhart	$510	100%	$0	0%	$510	37%	$882	63%	
Pflugerville	-	100%	$0	-	-	-	$678	-	
Round Rock	$480	82%	$105	18%	$780	66%	$410	34%	City offers two plans; data reflect low-end plan
Temple	$429	100%	$0	0%	$429	42%	$604	58%	Employee incurs additional costs for coverage if they use tobacco or do not participate in the wellness program
AVERAGE	$464	99%	$8	1%	$598	48%	$656	52%	
City of Taylor	**$535**	**100%**	**$0**	**0%**	**$535**	**41%**	**$783**	**59%**	**City offers two plans; data reflect low-end plan**

Table 2: Comparison of Dental Premium Contribution by City and by Employee for "Employee Only" and "Employee + Family" Plans

Participant Agency	Dental Premiums							
	EE Only				EE+ Family			
	Employer Pays $	ER %	Employee Pays $	EE %	Employer Pays $	ER %	Employee Pays $	EE %
Austin	-	100%	$0	0%	-	-	$47	-
Bastrop	$28	100%	$0	0%	$28	40%	$42	60%
Belton	$27	100%	$0	0%	$27	28%	$71	72%
Buda	$35	100%	$0	0%	$35	32%	$76	68%
Cedar Park	$24	100%	$0	0%	$24	25%	$72	75%
Copperas Cove	$23	100%	$0	0%	$23	37%	$40	63%
Elgin	-	100%	$0	0%	-	-	$76	-
Georgetown	-	100%	$0	0%	-	-	$41	-
Harker Heights	$18	100%	$0	0%	$18	25%	$54	75%
Hutto	$30	100%	$0	0%	$30	25%	$89	75%
Kyle	-	100%	$0	0%	-	-	-	-
Leander	$10	100%	$0	0%	$17	61%	$11	39%
Lockhart	$23	100%	$0	0%	$23	27%	$63	73%
Pflugerville	-	100%	$0	0%	-	-	$70	-
Round Rock	$15	50%	$15	50%	$15	22%	$52	78%
Temple	$8	57%	$6	43%	$8	17%	$40	83%
AVERAGE	$22	94%	$1	6%	$23	31%	$56	69%
City of Taylor	**$22**	**100%**	**$0**	**0%**	**$22**	**25%**	**$65**	**75%**

Table 3: Comparison of Contribution to Basic Life Insurance by City and by Employee

Participant Agency	Basic Life Insurance			
	ER %	EE %	Coverage Amount	Notes
Austin	100%	0%		Coverage equal to 1X annual employee salary, w ith a minimum of 20k
Bastrop	100%	0%	$50,000	
Belton	100%	0%		
Buda	100%	0%	$25,000	
Cedar Park	100%	0%		Coverage equal to 2X annual employee salary
Copperas Cove	100%	0%		
Elgin	100%	0%		Coverage equal to 60% of employee annual salary
Georgetown	0%	100%		
Harker Heights	100%	0%	$20,000	Employee can purchase additional coverage
Hutto	100%	0%	$50,000	
Kyle	100%	0%		Coverage varies depending on job type - execs at 100k, managers at 40k, all else at
Leander	100%	0%	$15,000	
Lockhart	100%	0%		Coverage equal to 2X annual employee salary capped at 150k
Pflugerville	100%	0%		Coverage equal to 2X annual employee salary, capped at 325k
Round Rock	100%	0%		Coverage equal to 1X annual employee salary, capped at 100k
Temple	100%	0%		Coverage equal to 1X annual employee salary, capped at 300k
AVERAGE	Mode: 100%	Mode: 0%		
City of Taylor	**0%**	**100%**		

Table 4: Comparison of Contribution to Pension Plan by City and by Employee

Participant Agency	Pension			
	Plan Name	Matching Ratio	Contribution	
			Employer	Employee
Austin	COAERS			
Bastrop	TMRS	2:1	12.00%	6.00%
Belton	TMRS	2:1	10.00%	5.00%
Buda	TMRS	2:1	14.00%	7.00%
Cedar Park	TMRS	2:1	14.00%	7.00%
Copperas Cove	TMRS	2:1	12.00%	6.00%
Elgin	TMRS	2:1	14.00%	7.00%
Georgetown	TMRS	2:1	14.00%	7.00%
Harker Heights	TMRS	2:1	14.00%	7.00%
Hutto	TMRS	2:1	14.00%	7.00%
Kyle	TMRS	2:1	14.00%	7.00%
Leander	TMRS	2:1	14.00%	7.00%
Lockhart	TMRS	2:1	12.00%	6.00%
Pflugerville	TMRS	2:1	14.00%	7.00%
Round Rock	TMRS	2:1	14.00%	7.00%
Temple	TMRS	2:1	14.00%	7.00%
AVERAGE	TMRS	2:1	13.33%	6.67%
City of Taylor	**TMRS**	**1.5:1**	**12.11**	**7%**

Table 5: Comparison of Vacation, Sick Leave, and Holiday Policy

Participant Agency	Vacation Leave or PTO Bank (in days)					Sick Leave	Holidays
	1 Year	5 Year	10 Year	15 Year	20 Year	Days	Days
Austin	9	11	12	13	15	8	11
Bastrop	11	12	15	17	17	12	12
Belton	10	13	18	23	28	12	13
Buda	5	15	20	20	20	15	14
Cedar Park	15	15	15	18	21	15	11
Copperas Cove	-	-	-	-	-		
Elgin	10	10	-	-	-	10	12
Georgetown	10	15	17	17	20	12	13
Harker Heights	6	11	15	15	15	12	13
Hutto	10	15	15	17	20	12	12
Kyle	10	10	15	15	20	12	12
Leander	12	15	18	18	21	12	11
Lockhart	10	10	15	20	20	12	13
Pflugerville	12	14	14	15	15	8	9
Round Rock	12	15	20	20	20	12	11
Temple	12	12	18	20	20	12	14
AVERAGE	10	13	16	18	19	12	12
City of Taylor	**10**	**10**	**15**	**15**	**15**	**10**	**11.5**

Table 6: Comparison of Certification Pay for Public Safety Officers

Participant Agency	Certification Pay (monthly)									
	Police Certification Pay (Monthly)				Fire Certification Pay (Monthly)					
	Int or AA	Adv or BA	Master or MA	Add'l by Tenure or	Int or AA	Adv or BA	Master or MA	EMT	Para	Add'l by Tenure or
Austin										
Bastrop	50	100	150							
Belton	130	175	350		55	90	125	215		
Buda										
Cedar Park	50	100	150		50	100	150			
Copperas Cove	40	75	100		40	75	100		500	
Elgin										
Georgetown	50	75	100		50	75	100			
Harker Heights	50	75	100		50	75	100		500	
Hutto	50	100	150							
Kyle	50	75	100							
Leander	75	125	175							
Lockhart	50	75	100		50	75	100	50	100	
Pflugerville	50	100	150							
Round Rock	50	150	300							
Temple	50	100	150		25	50	75	50	400	
AVERAGE	$57	$102	$160		$46	$77	$107	$105	$375	
City of Taylor	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Table 7: Comparison of Education Incentives and Longevity Pay

Participant Agency	Educational Incentives			Longevity
	AA	BA	MA	
Austin				
Bastrop				$3 per month per year of service after one year
Belton				
Buda				$8 per month per year of service after one year
Cedar Park	60	195	250	$4 per month per year of service after one year
Copperas Cove				
Elgin				$5 per month per year of service after one year
Georgetown				
Harker Heights				
Hutto				
Kyle		125	150	$9 per month per year of service after one year
Leander	75	125	175	$5 per month per year of service after one year
Lockhart	50	75	100	$10 per month per year of service after one year
Pflugerville				$8 per month per year of service after one year
Round Rock	125	240	320	$4 per month per year of service after one year
Temple				After year 6, $36 a month per year of service; increases with tenure
AVERAGE	$78	$152	$199	
City of Taylor	**0**	**0**	**0**	**$4 per month per year of service after one year**

C. BENEFITS SUMMARY

The City could improve its competitiveness in terms of benefits by contributing additional amounts toward medical and dental premiums for “Employee + Family” plans. It could also consider providing life insurance coverage for their employees. Regarding pension contributions, the City is not competitive in relation to its comparators. It could consider increasing its current matching ratio from 1.5:1 to 2:1 to be in line with predominant practices. It could also improve its vacation, sick leave, and holiday policies by increasing the number of days per year to reflect market averages. With certification pay, the City could consider adopting a policy for police personnel - perhaps before fire personnel - where certification pay is less common.

The City is competitive in terms of its contributions toward medical and dental premiums for “Employee Only” plans. It is also in line with market trends in that it does not offer educational incentives. The City is also largely competitive with its longevity pay policy, although a few of the competitor cities do offer larger amounts.

City of Taylor, Texas

Compensation Study Update

September 28, 2017

Study Phases Completed

- Salary survey completed for comparison to current pay ranges and for pay plan updating; 16 comparator agencies + private sector data (where applicable)
- Actual Salaries survey for future hiring guidelines
- Benefits survey outlining:
  - Medical/Dental premium contributions by City and by Employee
  - Life Insurance
  - TMRS Contributions
  - Vacation, Holiday, Sick Leave Policy
  - Certification and Longevity Pay

Overall Survey Findings

- Data was collected on 69/84 job titles (82% of jobs)
- Min-Max ranges are considered behind market for 50/69 jobs (<-5% of market midpoint)
- Min-Max ranges are considered competitive for 19/69 jobs (>-5% of market midpoint)
- Actual salaries are more competitive than ranges; in many instances, employees are paid outside of the formal range structure currently utilized.

PSPC Recommendations

- Adopt new salary schedule
- Adopt new salary ranges based on survey findings
- Bring individuals up to the minimum of their proposed range
- In the future, move individuals appropriately into ranges based on time in job, need to prevent compression

<u>Cost to Implement:</u> $260, 979 (4.1% of current payroll)

If the City provides a COLA of 3% ($191,175) first, the cost to bring individuals into new ranges drops to $194, 946 for a total cost of $386,121, or 6.05% of current payroll

Update

- July 14 – PSPC meets with directors to introduce study results and recommendations
- July 17 to Present – Human Resources meets individually with directors to address department and employee-specific concerns
- Employee Feedback –
  - Appreciation for new compensation plan
  - Request to consider increase in City TMRS Contribution
  - Creation of career ladders in the future to incentivize progression in skills, responsibilities

Career Ladders

- Staff Retention: Employees see opportunity for advancement in their profession, know how to get there, continued learning
- Work Distribution: Managers can delegate tasks to employees based on placement in the career ladder; more complex tasks as you progress
- Could be implemented in the future as Directors decide what will differentiate one level from another

TMRS Contribution

- Request to increase TMRS multiplier from 12.11% to 16.89%
- Cost associated with increase - $361,239

- Most common among comparator cities is a 2:1 matching ratio, with City contributing 14% and Employee contributing 7%
- Currently, City of Taylor contributes 12.11% and Employee contributes 7% (the max allowed by law)

Summary

- Salary survey: 16 cities + private sector data
- New ranges proposed for all job classes based on competitive market rates
- First step to bring employees to minimum of new ranges; In the future, City should focus on moving employees through ranges appropriately

- Feedback from Employees
  – Introduce Career Ladders
  – Consider changing TMRS Contribution Rates

- City goal to “attract, motivate, engage, and retain employees”

Action Requested of Council :

- Consider adoption of the Compensation Plan

City Council Meeting
September 28, 2017

STRATEGIC PILLAR

☐ Streets/Infrastructure

X Quality of Life

☐ Economic Vitality

Agenda Item #: **15**

Agenda Title: **Consider approving agreement with Lonestar Soccer Club**

Council Action to be taken: **Approve, Table or Deny**

Department Submitted: **Parks and Recreation**

Staff Contact: **Mike DeVito**

1. PURPOSE/DESCRIPTION

Lonestar Soccer and the City have partnered for the last three years to offer recreational and select level soccer programming for the residents of Taylor. Due to the success of the program, there is a need for additional field space. Over the term of the partnership, City staff and officials from Lonestar have discussed an extension of that partnership that will provide resources to develop additional fields at the Taylor Regional Park. The proposed agreement outlines specific details in which Lonestar will provide the City with $200,000 in exchange for field use. This funding will then be used by the City as a grant match for a Texas Parks and Wildlife Outdoor Recreation Grant. If awarded, the grant will allow the City to construct two additional soccer fields, among other items. In exchange, Lonestar would receive guaranteed use of the four soccer fields at the Regional Park. Additional terms and conditions of this agreement are outlines in attachment A.

2. STAFF ANALYSIS AND RECOMMENDATION (Why and How)

The following table contains a breakdown of the initial Lonestar funding, the anticipated revenue that will be waived for field usage during the agreement term, and the anticipated maintenance costs.

Initial Lonestar Funding	Projected Waived Revenue (Assumes Current Level of Usage of 15-20 Per Year)		Field Maintenance Cost (Includes Herbicide, Mowing, Striping and Lights for all four fields)	
	10 Year	20 Year	10 Year	20 Year
$200,000	$100,000-$130,000	$190,000-$250,000	$160,000	$310,000

The initial funding provided by Lonestar, is similar to the overall cost of field rental fees, if those fees were to be collected over a 10-20 year period. The estimated provided are based on the current level of usage and current fees, assuming all four soccer fields were unitized.

The maintenance costs provided assume maintenance such as herbicide applications, field striping, mowing, aerating/verti-cutting and top dressings are performed at current levels or better. This cost also assumes current usage patterns for field lights. The provided figures are shown over a 10-20 year period, at current costs/rates, for four soccer fields. It is important to note that these maintenance costs are the responsibility of the City, once new fields are constructed.

Staff recommends approval of the agreement. The Parks and Recreation Advisory Committee recommended approval of the agreement at their September 20th meeting.

3. FUNDING SOURCE

The funding source for the soccer fields is the $200,000 from Lonestar Soccer Club. These funds will then be used as matching funds for a Texas Parks and Wildlife grant application.

4. TIMELINE CONSIDERATIONS

The timeline for the term of the agreement will be ten years, with a mutual option to renew for an additional ten.

Lonestar will be required to provide funding to the City no later than January 1st, 2020. Construction of the fields will not begin until the funding has been received. This agreement will take affect once funding has been received.

5. OTHER OPTIONS (In order of preference)

6. ATTACHMENTS

15a. Outline of Agreement Terms
15b. Agreement
15c. Presentation

City of Taylor / Lonestar Soccer Club
Taylor Regional Park Phase II
Lonestar Soccer Usage Agreement

- Lonestar Soccer Club (LSC) agrees to provide $200,000 to the City of Taylor (City) for use as matching funds for a Texas Parks and Wildlife (TPWD) grant application. LSC agrees to provide the City with a letter stating the donation of $200,000 towards the soccer field expansion project, for the application of said grant no later than September 28th, 2017. LSC will provide the funding to the City no later than January 1, 2020.
- The City of Taylor agrees to include the development of two (2) additional soccer fields at the Taylor Regional Park, as a part of the total project applied for grant funding. The development of these fields is contingent on the grant application being funded by TPWD. If funded, construction of the two soccer fields will not begin until the LSC funds have been received, and will have an estimated completion date of December 2021.
- The City agrees to conduct all maintenance of the grounds and turf, including mowing, striping, herbicide application, fertilization and irrigation. Herbicide, fertilization, insecticide and irrigation repairs may be conducted by a contracted company(s). Mowing and striping work will be conducted by city staff.
- The City will provide LSC access to lights for field use at no cost to LSC. The City will waive all usage and league fees for the term of the agreement.
- LSC will receive first priority to field use during the term of this agreement. Schedules will be provided by January 15 and June 15 for following 6 months, during each year. LSC will be guaranteed use for all requests made prior to these dates.
- For dates that are “booked” by LSC, that go unused, the City will be entitled to penalties to be determined at a later date. Any dates not requested will default to City use, for either maintenance, rest of use by another organization. The City will “block” the time period of December 15th – January 30th and July 15th – August 31st for rest periods for all soccer fields.
- LSC will continue to offer a recreational level soccer program for residents of Taylor. The City agrees to not offer any other competing recreational soccer program during the term of the agreement.
- LSC will provide 2 free clinics for Taylor residents each year. These clinics will be al LSC’s expense and be offered free to Taylor residents.
- During the term of the agreement, LSC may offer fee based summer camps and clinics. The City agrees to not offer any competing camps or programs with and competing organization. If LSC does not provide such programs, the City may offer them with other organizations as it sees fit. LSC agrees to notify the City in writing of their intent to offer these programs at least ninety (90) days prior to their start date.
- One (1) soccer field will be made available for unorganized, public use, at days and times set by the City. The City will provide written notice to LSC of at least ninety (90) days regarding the days and time of the public use.
- The term of the agreement will be for 10 years, with an option to renew for an additional 10 years.

LONESTAR SOCCER CLUB OF AUSTIN, INC.
AND
THE CITY OF TAYLOR, TEXAS,
CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT

This 380 Economic Development Agreement ("Agreement") is made by and between the City of Taylor, Texas ("City"), and the Lonestar Soccer Club of Austin, Inc., a Texas non-profit corporation ("Lonestar"), acting by and through their respective authorized officers.

WITNESSETH:

WHEREAS, Lonestar desires to obtain use and benefit of soccer fields planned for construction by the City in the Taylor Regional Park ("Park"); and

WHEREAS, the City must first obtain a grant from the Texas Parks and Wildlife Department ("TPWD") which grant is required to fund a City Park project which includes two (2) additional soccer fields referred to in this Agreement as "New Fields"; and

WHEREAS, the TPWD requires a City contribution as a "match" to compete for the TPWD grant; and

WHEREAS, the City match for the TPWD grant will be the value of real property used for the Park project; and

WHEREAS, Lonestar desires to donate money to increase the City match contribution necessary for a TPWD grant; and

WHEREAS, the City will accept the Lonestar donation and use the donation as part of the City match required to obtain the TPWD grant; and

WHEREAS, construction of the Park project and the New Fields shall not occur unless the required conditions set out in this Agreement are completed; and

WHEREAS, Lonestar's use of the New Fields will promote economic development, enhance quality of life, generate tax revenue, and promote retail sales within the City; and

WHEREAS, Lonestar advised the City that a contributing factor to induce Lonestar to make a City donation for the TPWD grant would be an agreement to allow Lonestar use of the New fields; and

WHEREAS, the City has adopted programs for promoting economic development; and

WHEREAS, the City is authorized by Section 380.001 of the Texas Local Government Code to provide incentives for economic development to promote local economic development and to stimulate business and commercial activity in the City; and

WHEREAS, the City is authorized by Article VIII, Section 52(a) of the Texas Constitution and Section 380.001 of the Texas Local Government Code to provide financial incentives and economic development grants to promote local economic development and to stimulate business and commercial activity in the City; and

WHEREAS, the City has determined that providing an incentive to Lonestar in accordance with this Agreement will further City objectives, will benefit the City, and will promote local economic development and stimulate business and commercial activity in the City.

NOW THEREFORE, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, and other consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I
TERM

The term of this Agreement shall begin on the date the New Fields have been completed under the terms and conditions of this Agreement and shall continue until the tenth (10^{th}) anniversary date of completion, unless sooner terminated as provided herein. The term may be extended after the tenth (10^{th}) anniversary date by agreement between the parties. Notwithstanding, the obligation of the City to construct the New Fields shall be as provided in this Agreement. The effective date of this Agreement is the date of this Agreement.

ARTICLE II
NEW FIELDS

2.1. **<u>Park Project</u>.** Subject to the continued satisfaction of all the terms and conditions of this Agreement, the City agrees to include in the total Park Project two (2) additional soccer fields, the New Fields.

2.2. **<u>TPWD Grant</u>**. The Park Project requires a TPWD funding grant to the City.

2.3. **<u>Donation Letter.</u>** Lonestar will provide the City, on the Effective Date of this Agreement, a letter in the form and substance required by the TPWD, agreeing to donate Two Hundred Thousand and No/100 Dollars ($200,000.00) to the City for City TPWD grant application ("Donation").

2.4. **<u>Donation.</u>** The Two Hundred Thousand and No/100 Dollars ($200,000.00) Lonestar Donation shall be delivered to the City if the TPWD grant is awarded to the City and when the City determines the New Fields will be included in the total Park Project.

2.5. **<u>City Option.</u>** Notwithstanding anything stated herein to the contrary, the City shall not be obligated to construct the New Fields until: (i) a TPWD grant has been awarded to the City; (ii) the City determines it will build the New Fields as part of the total Park project; and (iii) Lonestar has delivered its Donation to the City.

ARTICLE III
LONESTAR INCENTIVES

3.1. **<u>Incentives.</u>** If the City, under the conditions set forth in this Agreement, constructs the New Fields, Lonestar will receive the following benefits in the New Fields:

A. **<u>Maintenance.</u>** The City will maintain the New Fields after construction including mowing, striping, herbicide application, fertilization and irrigation which may be performed by the City or by contractors hired by the City for such work.

B. **Lights.** Lonestar will be allowed to use the lights on the New Fields at no cost.

C. **Usage and League Fees.** Lonestar will not be charged a City usage or league fee.

D. **Priority Use.** Lonestar will receive Priority Use of the New Fields during under the following conditions: Lonestar must file written schedules of dates and times requiring Priority Use of the New Fields on or before January 15 and June 15 during the term of this Agreement. Each schedule shall show Priority Use for a six (6) month period following the dates of January 15 and June 15. Lonestar will be allowed Priority Use of the New Fields for the dates and times shown in each respective schedule to the exclusion of other users. Failure of Lonestar to deliver a required schedule to the City on or before the required date shall forfeit Lonestar Priority Use of the New Fields during the six (6) month scheduled period. The New Fields will be used by the City for dates and times not scheduled for Priority Use by Lonestar.

3.2. **Restriction.** The City reserves the right to enforce a restriction on Lonestar for its failure to use the New Fields on the dates and times reserved for Priority Use. In determining a restriction, the City may use, among other facts, Lonestar's failure to use the New Fields for scheduled Priority Use.

ARTICLE IV
ADDITIONAL CONSIDERATION

4.1. **City Recreational Soccer.** Lonestar will provide a recreational level soccer program for City residents during the term of this Agreement.

4.2. **Clinics.** Lonestar will provide two (2) soccer clinics, at no cost to City residents or to the City each year during the term of this Agreement.

4.3. **Fee-Based Clinics and Camps**. Lonestar may offer fee-based summer camps and clinics provided Lonestar furnishes the City written notice of its intent ninety (90) day prior to the beginning date of a clinic or camp. The City retains the right to offer fee-based summer camps or clinics if Lonestar does not offer them.

4.4. **Unorganized Play.** The City reserves the right to use one of the New Fields for unorganized public use at days and times set by the City. The City will provide Lonestar a witten notice ninety (90) days prior to such use.

4.5. **Rest Periods.** The City will be entitled to block rest periods for the New Fields between December 15 to January 30 and July 15 to August 31 each year during the term of this Agreement.

ARTICLE V
TERMINATION

5.1. This Agreement may be terminated upon any one or more of the following :

A. upon expiration of the Term;

B. by written agreement of the parties;

C. by the City if Lonestar suffers Bankruptcy or Insolvency;

D. If either the City or Lonestar should default in the performance of any obligations of this Agreement, the other party shall provide such defaulting party written notice of the default, and a minimum period of fifteen (15) days to cure such default, prior to instituting an action for breach or pursuing any other remedy for default. If the City or Lonestar remains in default after notice and opportunity to cure, the non-defaulting party shall have the right to pursue any remedy under this Agreement, at law or in equity, for the breach. In addition, the City shall have the right to terminate all economic benefits under this Agreement.

E. Upon determination by the City it will not construct the New Fields.

F. Upon failure of the TPWD to provide the City a grant.

G. Upon failure of Lonestar to deliver its Donation to the City when requested by the City.

H. Upon failure of Lonestar to deliver its Donation Letter to the City when required under this Agreement.

ARTICLE VI
MISCELLANEOUS

6.1. **COVENANTS, WARRANTIES, OBLIGATIONS AND DUTIES.** Lonestar makes the following covenants and warranties to the City, and agrees to timely and fully perform the following obligations and duties. Any false or substantially misleading statement contained herein or failure to timely and fully perform as required in this Agreement shall be an act of default by Lonestar. Failure to comply with any one covenant or warranty shall constitute an act of default by Lonestar.

A. No litigation or governmental proceeding is pending or, threatened against Lonestar that may result in any material adverse change in Lonestar. No consent, approval or authorization of or registration or declaration within any governmental authority is required regarding the execution of this Agreement or the transactions contemplated hereby.

B. No certificate or statement delivered by Lonestar to the City regarding this Agreement, or in connection with any transaction contemplated herein, contains any untrue statement or fails to state any fact necessary to keep the statements contained herein from being misleading.

C. There are no bankruptcy proceedings or other proceedings currently pending or contemplated, and Lonestar has not been informed of any potential involuntary bankruptcy proceedings.

D. Lonestar shall timely pay all taxes and fees due and owing by it to all taxing authorities having jurisdiction.

E. Lonestar shall timely and fully comply with all the terms and conditions of this Agreement.

F. Lonestar agrees that, as to all of the programs and activities arising out of this Agreement, it shall comply fully with all Civil Rights Acts and specifically will not discriminate against any person on the basis of race, color, national origin, sex, or by reason of being disabled.

6.2. **Attorney's Fees.** In the event any legal action or proceeding is commenced between the City and Lonestar to enforce provisions of this Agreement and recover damages for breach, the prevailing party in such legal action shall be entitled to recover its reasonable attorney's fees and expenses incurred by reason of such action, unless the collection of attorney’s fees is prohibited by law or is not authorized by statute.

6.3. **Entire Agreement**. This Agreement contains the entire agreement between the parties. This Agreement may only be amended, altered or revoked by written instrument signed by the City and Lonestar.

6.4. **Binding Effect.** This Agreement shall be binding on and inure to the benefit of the parties, their respective successors and assigns as allowed in this Agreement. No other persons or entities may enforce this Agreement or claim any benefits under this Agreement except as allowed by this Agreement. There are no oral agreements between the parties hereto with respect to the subject matter hereof.

6.5. **Assignment**. Lonestar shall not assign this Agreement or all or any part of its rights and obligations arising under this Agreement except as allowed by this Agreement.

6.6. **Notice.** Any notice required or permitted to be delivered hereunder shall be deemed received (i) three (3) business days after deposit into the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below; or (ii) on the day actually received if sent by courier or otherwise hand-delivered.

If intended for the City, to:	City of Taylor Attn: City Manager City Hall 400 Porter Taylor ,Texas 76574
If intended for Lonestar:	________________________

6.7. **Interpretation**. Each of the parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, however its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any party.

6.8. **Applicable Law**. This Agreement is made, and shall be construed and interpreted, under the laws of the State of Texas and venue shall be in the State courts of Williamson County, Texas.

6.9. **Severability**. In the event any provisions of this Agreement are illegal, invalid or unenforceable under present or future laws, and in that event, it is the intention of the parties that the remainder of this Agreement shall not be affected. It is also the intention of the parties of this Agreement that in lieu of each clause and provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

6.10. **Paragraph Headings**. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.

6.11. **No Third Party Beneficiaries.** This Agreement is not intended to confer any rights, privileges or causes of action upon any third party.

6.12. **No Joint Venture**. It is acknowledged and agreed by the parties that the terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the parties.

6.13. **Counterparts**. The parties agree that this Agreement may be executed in multiple counterparts which, taken together, shall form the contractual agreement of the parties.

6.14. **Authority**. The person signing this Agreement warrants that he or she is authorized to sign this Agreement on behalf of the respective signatory.

6.15. **Recitals.** The recitals to this Agreement are incorporated herein.

6.16. **Survival of Covenants**. Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

6.17. **Economic Development.** This Agreement is consistent with the City's economic development program and promotion of economic development contemplated by Chapter 380 and the Development Corporation Act, Chapter 501 of the Texas Local Government Code.

Signature page to follow

EXECUTED on this ________ day of ________________________, 2017.

CITY OF TAYLOR, TEXAS

By: ______________________________________
City Manager

ATTEST:

By: ______________________________________
City Secretary

APPROVED AS TO FORM:

By: ________________________________
City Attorney

EXECUTED the __________ day of _________________________, 2017.

Lonestar

By: _____________________________________
Name:
Title:

City's Acknowledgement

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON§

This instrument was acknowledged before me on the _______ day of ___________, 2017, by _____________________, being _____________ of the City of Taylor, Texas, a Texas municipality, on behalf of said municipality.

____
Notary Public, State of Texas

My Commission expires: __________

Company's Acknowledgement

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the ____ day of ___________, 2017, by

____
Notary Public, State of _________________

My Commission expires: __________

City of Taylor
and
Lonestar Soccer Club

Field Development Agreement

Background

- Lonestar Soccer Club and the City Of Taylor have been in partnership since 2014.
- Lonestar has grown from a simple recreational program, to offering Junior Academy and Select programs here in Taylor.
- In the past year, we have begun hosting larger national program events, such as the Elite Clubs National League (ECNL).

Background

- With the additional programming, the strong partnership, and vision for the future, Lonestar and the City of Taylor are looking to further enhance the Taylor Regional Park as a viable location for future soccer growth.
- To do so, we have developed the following terms for a long term partnership.

Background

- Lonestar will donate $200,000 to the City of Taylor, to be used for a Texas Parks and Wildlife Grant Application.
- The grant application will consist of two additional soccer fields at the Taylor Regional Park.

Terms

- In exchange, Lonestar will:
  - Be entitled to priority use of the fields, so long as a schedule is provided at the City’s request.
  - Continue to offer the recreational soccer program.
  - Provide two free clinic for Taylor residents each year.

Terms

- The City of Taylor will:
  - Maintain all fields throughout the agreement.
  - Waive all rental fees and provide use of lights.
  - Ensure one field is available at certain times for public use.

Additional Items

- Lonestar will provide funding prior to construction of the fields.
- The estimated completion date of the fields is late 2021.
- The term of the agreement will be for 10 years, with a mutual option to renew for another 10.

Long Range Outlook

Initial Lonestar Funding	Projected Waived Revenue (Assumes Current Level of Usage of 15-20 Per Year)		Field Maintenance Cost (Includes Herbicide, Mowing, Striping and Lights for all four fields)	
	10 Year	20 Year	10 Year	20 Year
$200,000	$100,000-$130,000	$190,000-$250,000	$160,000	$310,000

Questions

City Council Meeting
September 28, 2017

STRATEGIC PILLAR

☐ Streets/Infrastructure

X Quality of Life

☐ Economic Vitality

Agenda Item #: **16**

Agenda Title: Conduct public hearing and consider approving resolution R17-16 to submit an application to Texas Parks and Wildlife for a Non-Urban Outdoor Recreation grant.

Council Action to be taken: Approve, table of deny

Department Submitted: **Parks and Recreation**

Staff Contact: **Mike DeVito**

1. PURPOSE/DESCRIPTION

Staff is seeking authorization to submit an application for a Texas Parks and Wildlife Outdoor Recreation Grant. The proposed project will include upgrades and enhancements to the Taylor Regional Park, including soccer fields, batting cages, shade structures, picnic areas, trails and a fishing pier. The project will also include renovation to the existing football field to include soccer use and additional picnic areas for the concession stands in the baseball and softball complex's. In addition to the elements at the Regional Park, this project will also include a playground located at the ball fields on Doak Street.

As per a Texas Parks and Wildlife requirement, a public hearing must be held to receive comments on the proposed application.

2. STAFF ANALYSIS AND RECOMMENDATION (Why and How)

Current review of the amenities at the Regional Park illustrate a need for additional athletic fields for the growing soccer program. Additionally, batting cages continue to be a top request from those participating in events and tournaments at the complex. The other items presented illustrate a quality of life enhancement, and add to the scoring value of the grant application. The items presented represent multiple priorities in the 2016 Parks Master Plan, and also address three of the top five priorities including, trails, shade structures and playgrounds.

Staff recommends approval of the Resolution to submit an application as presented. The Parks and Recreation Advisory Committee also recommended approval at their September 20th meeting.

3. FUNDING SOURCE

Funding for this project will be contributed from multiple sources, those include:

Lonestar Soccer Club - $200,000
Taylor Park Foundation - $40,000
Land Donation (Taylor park Foundation) - $285,000
City of Taylor - $80,000

The total match provided for this project is $605,000. Staff will request the full grant amount of $500,000. The total budget for this project is $820,000. Note that the value of land from the land donation cannot be including in the budget as cash, only as match for the application.

4. TIMELINE CONSIDERATIONS

The application is due October 1st, 2017. Award of the grant funds is usually announced in March of the following year. If awarded, the ancillary elements could begin construction in late 2018/early 2019. The Soccer field construction would commence once the Lonestar funds are received (estimated start date of March 2020).

There are two presentations attached; the first will apply if the award is successful (may not know the result until Thursday) and the second is a “Plan B” if the application is not funded.

5. OTHER OPTIONS (In order of preference)

A. Approval of the grant project, less the funds from Lonestar Soccer. In the event an agreement is not reached, staff has developed an additional budget and project application that would include the following funding:

   Taylor Park Foundation - $40,000
   Land Donation (Taylor park Foundation) - $285,000
   City of Taylor - $80,000

In this instance, the total match would be $405,000, thus requesting $405,000 in grant funds. The total project budget would be $525,000. The project elements would be altered to fit this budget which would include one less soccer, field, excluding the picnic area enhancements to the concession stand and scaling back the shade structures and Doak playground slightly.

6. ATTACHMENTS

16a. Resolution R17-16
16b. Presentation if approved
16c. Presentation or Plan B if not approved

TEXAS PARKS & WILDLIFE

Local Park Grant Program
Resolution Authorizing Application

A resolution of the City of Taylor as hereinafter referred to as “Applicant,” designating certain officials as being responsible for, acting for, and on behalf of the Applicant in dealing with the Texas Parks & Wildlife Department, hereinafter referred to as “Department,” for the purpose of participating in the Local Park Grant Program, hereinafter referred to as the “Program”; certifying that the Applicant is eligible to receive program assistance; certifying that the Applicant matching share is readily available; and dedicating the proposed site for permanent (or for the term of the lease for leased property) public park and recreational uses.

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

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

BE IT RESOLVED BY THE APPLICANT:

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

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

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

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

Introduced, read and passed by an affirmative vote of the “Applicant” on this 28th day of September, 2017.

____
Signature of Local Government Official

Brandt Rydell, Mayor
Typed Name and Title

ATTEST:

____
Signature

Susan Brock, City Clerk
Typed Name and Title

Taylor Regional Park Phase 2
Texas Parks and Wildlife Grant

Background

- Staff is seeking approval to submit and Outdoor Recreation Grant Application with Texas Parks and Wildlife.
- The proposed application will provide additional items listed in the 2016 Parks Master Plan as priority elements.
- The project will also continue to enhance quality of life, and produce additional economic vitality through additional visitors to the sports complex.

Funding

- Funding for the project will come from multiple sources. Those include:
  - Lonestar Soccer Club - $200,000
  - Taylor Park Foundation - $40,000
  - Land Donation - $285,000
  - City of Taylor - $80,000

Elements

- The proposed project will include 8 elements in the 2016 Parks Master Plan, with 3 being in the top 5.
- Elements include:
  - Soccer Field
  - Shade Structures
  - Batting Cages
  - Picnic Tables
  - Educational Signage
  - Native Landscaping
  - Playground
  - Trails

Outdoor Recreation Priority List	
1)	Walking/Jogging/Biking Trails
2)	Shade Structures
3)	Playgrounds/Playscapes
4)	Pool improvements
5)	Water Activity Features (Splash Pad)
6)	Benches/Picnic Tables/Grills
7)	Dog Park
8)	Disc Golf Course
9)	Soccer Fields
10)	Adult Athletic Fields
11)	Tennis Court Improvements

Additional Outdoor Priority Amenities
Play Amenities for Children with Special Needs
Batting cages
Pavilions
Additional Park Lighting
Drinking fountains
Native landscaping
Signage (trail and educational)

Elements

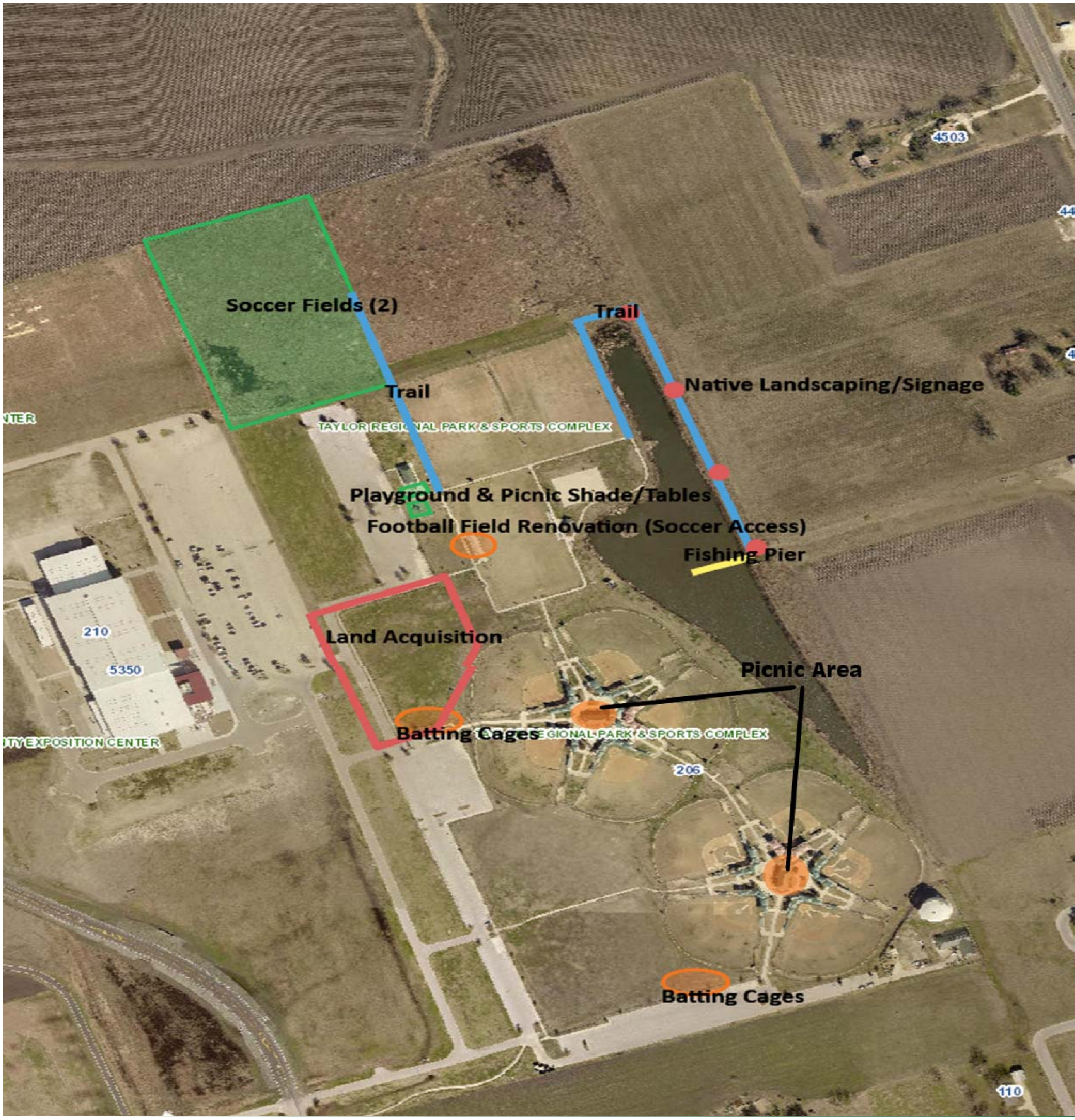
- The proposed project will also include new elements, along with renovations including:

  - Fishing Pier
  - Football Field Renovations

With Lonestar Funding

Funding	
Lonestar Soccer	$ 200,000.00
Park Foundation	$ 40,000.00
Land Donation	$ 285,000.00
City Funds	$ 80,000.00
TPWD Match	$ 500,000.00
Total Budget	$ 820,000.00

Project Items	
2 Full soccer fields, irrigated with lights	$ 420,000.00
Shade Structure (Playground/Picnic Area)	$ 50,000.00
New Playground (Doak Street)	$ 65,000.00
Concession Stand Renovations (Picnic Area)	$ 20,000.00
Batting cages (10) (5 baseball / 5 softball)	$ 100,000.00
Trail Enhancement (Around Lake)	$ 40,000.00
Picnic Tables (For covered picnic area 2-3)	$ 3,000.00
Football Field Renovation (Soccer Access)	$ 20,000.00
Educational Signage (Plants/Wildlife)	$ 1,000.00
Native Landscaping (Near Fishing Pier/Trail)	$ 1,000.00
Fishing Pier (Large Lake)	$ 20,000.00
Soft Costs (10%)	$ 80,000.00
Total Project Cost	$ 820,000.00



Soccer Fields (2)
Trail
Trail
Native Landscaping/Signage
TAYLOR REGIONAL PARK & SPORTS COMPLEX
Playground & Picnic Shade/Tables
Football Field Renovation (Soccer Access)
Fishing Pier
Land Acquisition
Picnic Area
Batting Cages
Batting Cages
210
5350
206
4503
110


S Oak St
Park St
W Oak St
W Walnut St

Questions

Taylor Regional Park Phase 2

Texas Parks and Wildlife Grant Application Secondary Option

Background

- Staff is seeking approval to submit and Outdoor Recreation Grant Application with Texas Parks and Wildlife.
- The proposed application will provide additional items listed in the 2016 Parks Master Plan as priority elements.
- The project will also continue to enhance quality of life, and produce additional economic vitality through additional visitors to the sports complex.

Funding

- Funding for the project will come from multiple sources. Those include:
  - Taylor Park Foundation - $40,000
  - Land Donation - $285,000
  - City of Taylor - $80,000

Elements

- The proposed project will include 8 elements in the 2016 Parks Master Plan, with 3 being in the top 5.
- Elements include:
  - Soccer Field
  - Shade Structures
  - Batting Cages
  - Picnic Tables
  - Educational Signage
  - Native Landscaping
  - Playground
  - Trails

Outdoor Recreation Priority List	
1)	Walking/Jogging/Biking Trails
2)	Shade Structures
3)	Playgrounds/Playscapes
4)	Pool improvements
5)	Water Activity Features (Splash Pad)
6)	Benches/Picnic Tables/Grills
7)	Dog Park
8)	Disc Golf Course
9)	Soccer Fields
10)	Adult Athletic Fields
11)	Tennis Court Improvements

Additional Outdoor Priority Amenities
Play Amenities for Children with Special Needs
Batting cages
Pavilions
Additional Park Lighting
Drinking fountains
Native landscaping
Signage (trail and educational)

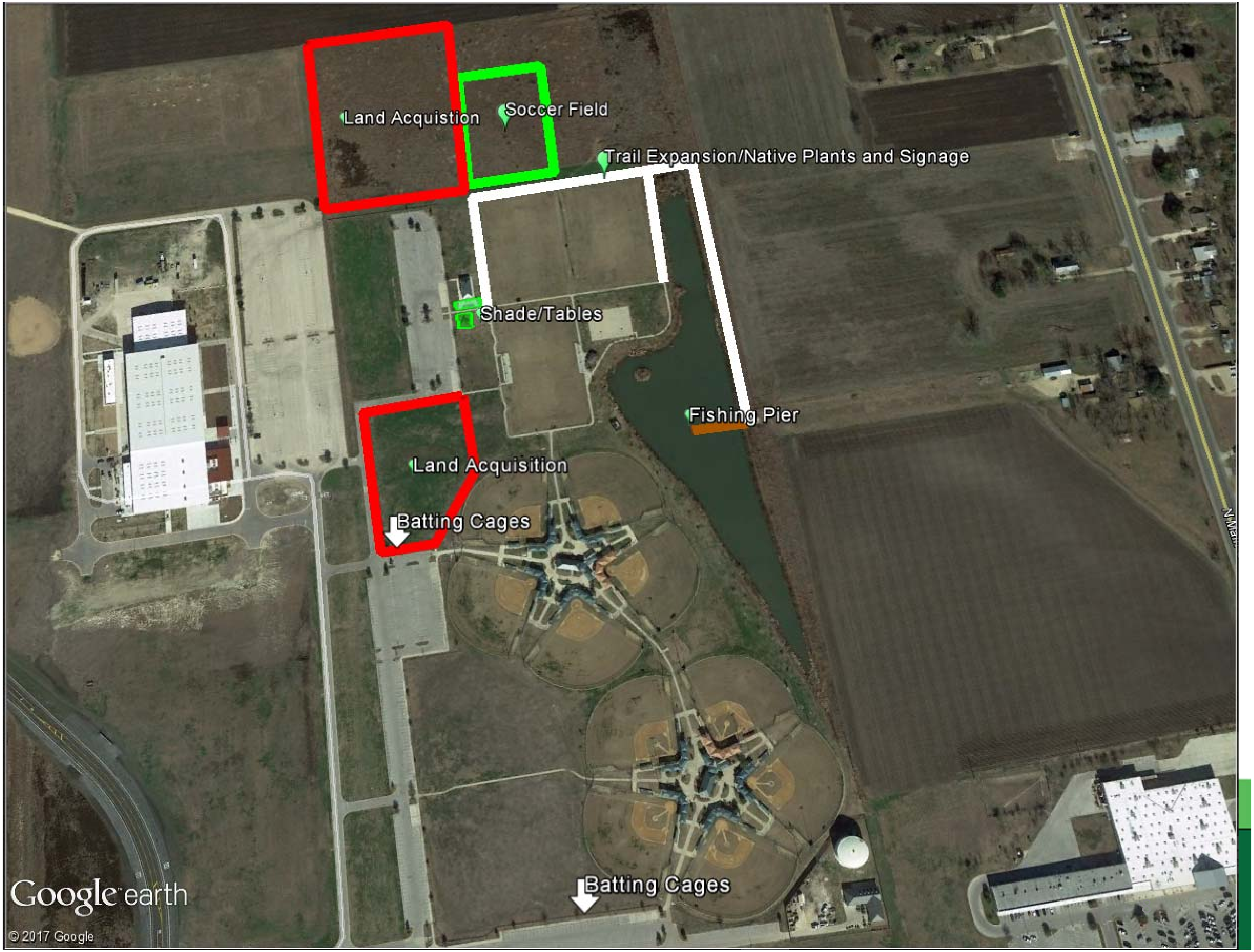
Elements

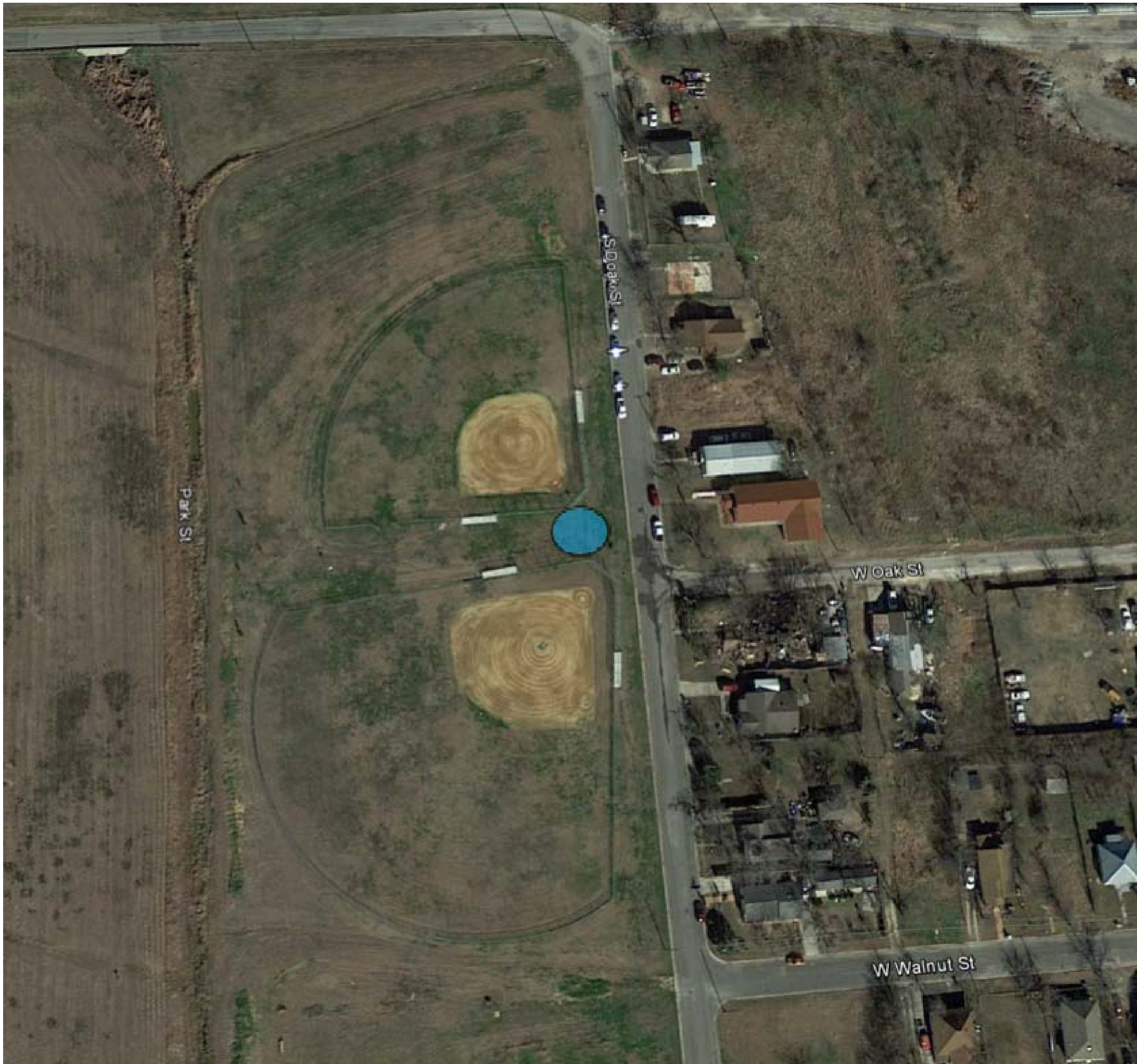
- The proposed project will also include new elements, along with renovations including:
  - Fishing Pier
  - Football Field Renovations

Without Lonestar Funding

Funding	
Park Foundation	$ 40,000.00
Land Donation	$285,000.00
City Funds	$ 80,000.00
TPWD Match	$405,000.00
Total Budget	$525,000.00

Project Items	
1 Full soccer fields, irrigated w/lights	$200,000.00
Shade Structure (Playground/Picnic Area)	$ 30,000.00
New Playground (Doak Street)	$ 60,000.00
Batting cages (10) (5 baseball / 5 softball)	$100,000.00
Trail Enhancement (Around Lake)	$ 40,000.00
Picnic Tables (For covered picnic area 2-3)	$ 3,000.00
Football Field Renovation (Soccer Access)	$ 20,000.00
Educational Signage (Plants/Wildlife)	$ 1,000.00
Native Landscaping (Near Fishing Pier/Trail)	$ 1,000.00
Fishing Pier (Large Lake)	$ 20,000.00
Soft Costs (10%)	$ 50,000.00
Total Project Cost	$525,000.00


Land Acquistion
Soccer Field
Trail Expansion/Native Plants and Signage
Shade/Tables
Fishing Pier
Land Acquisition
Batting Cages
Batting Cages
Google earth
© 2017 Google


S Oak St
Park St
W Oak St
W Walnut St

Questions

STRATEGIC PILLAR

☐ Streets/Infrastructure

☐ Quality of Life

☐ Economic Vitality

City Council Meeting
September 28, 2017

Agenda Item #: **17**

Agenda Title: Consider approving economic development agreement for Project Bay.

Council Action to be taken: Consider approval

Department Submitted: Development Services

Staff Contact: Ashley Lumpkin, AICP, Director

1. PURPOSE/DESCRIPTION

2. STAFF ANALYSIS AND RECOMMENDATION (Why and How)

3. FUNDING SOURCE

4. TIMELINE CONSIDERATIONS

5. OTHER OPTIONS (In order of preference)

6. ATTACHMENTS

City Council Meeting
September 28, 2017
Agenda Item Transmittal

Agenda Item #: **18**

Agenda Title: Receive update on hotel project.

Council Action to be taken: Receive update.

Initiating Department: Development Services

Staff Contact: Ashley Lumpkin, Director
Nimesh Patel, Developer

1. INTRODUCTION/PURPOSE

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

2. DESCRIPTION/ JUSTIFICATION

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

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

The 380 agreement timeline stipulates construction begin in May, 2017 and a Certificate of Occupancy (CO) is to be obtained prior to June 1, 2018.

5. RECOMMENDATION

Staff recommends that Council receive an update from Mr. Patel.

6. REFERENCE FILES

18a. 380 Agreement for the hotel

RECEIVED
NOV 08 2016
BY:

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

RECITALS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

La Quinta

Holiday Inn Express

Hampton Inn

Comfort Suites

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

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

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

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

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

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

AGREEMENT:

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

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

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

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

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

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

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

2.5. **Conditions of Use.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

E. **WAIVER OF FEES.** The CITY will waive all CITY building permit fees, impact fees and tap fees resulting from construction of the Hotel and Civic Center in which the Hotel business shall operate.

F. **CASH GRANTS.** The CITY will make an annual cash grant not exceeding Twenty Thousand and No/100 Dollars ($20,000.00) to SAYDA on the same date the CITY is obligated make the CITY ad valorem property tax reimbursement grant to SADYA for the years 2019, 2020, 2021, 2022 and 2023 during the term of this Agreement ("Cash Grants"). The Cash Grant shall be subject to the same valuation requirements for the Hotel, the reduction or termination provisions set forth in this Paragraph 5, and all other conditions of this Agreement. Notwithstanding anything stated herein to the contrary, the Cash Grants shall never exceed One Hundred Thousand and No/100 Dollars ($100,000.00).

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

1. The Property and any other property to be serviced by the Lines, must be properly platted with easements required by the CITY allowing installation and maintenance of the Lines in the manner required by the CITY.

2. The cost to be paid by the CITY for the installation of the Lines shall not exceed $105,000.00, and any additional cost for installation of the Lines shall be paid by SADYA.

3. The CITY shall be entitled to and shall require a reimbursement ordinance deemed reasonable and appropriate allowing the CITY to obtain reimbursement of its cost for the Lines by subsequent users of the Lines.

5. **REQUIRED CONDITIONS TO 380 GRANTS AND RENTAL PAYMENTS.** Notwithstanding anything stated in this Agreement to the contrary, grant payments and rental payments are conditioned

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

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

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

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

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

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

F. The Hotel shall:

1. be no less than a sixty-five (65) room Hotel with the Civic Center and strictly comply with the construction, franchise obligations, and operating requirements of the Approved Brand Hotel;

2. have room doors that open to the inside of the Hotel building and not outside the Hotel, requiring Hotel occupants to enter Hotel rooms from inside the Hotel;

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

4. be the type and quality approved by the CITY as one of the Approved Brand Hotel as a prerequisite to this Agreement;

5. be operated by SADYA or a SAYDA Affiliated Entity as a Hotel business with the Civic Center during the term of this Agreement in compliance with the Approved Brand Hotel's requirements and guidelines.

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

H. The Hotel and Civic Center must have a construction cost of no less than Four Million One Hundred Thousand and No/100 Dollars ($4,100,000.00), which shall be verified by the CITY prior to any grant payments. In the event the cost is less than Four Million One Hundred Thousand and No/100 Dollars ($4,100,000.00), this Agreement shall terminate with no obligation to the CITY.

I. SADYA and any Affiliated Entity of SADYA shall furnish the CITY information deemed by the CITY to be reasonable or necessary to verify compliance with this Agreement and to determine if a Chapter 380 payment should be made.

6. With respect to each Chapter 380 Payment for reimbursement of CITY ad valorem property taxes described above, SADYA shall notify the CITY in writing of any sums paid by SADYA to the Williamson County tax collection authority in the form of CITY ad valorem property taxes during the term of this Agreement on or before February 1 each year during the term of this Agreement (the "Tax Notice"). The CITY's Chapter 380 Payments to SADYA with respect to the CITY ad valorem revenue shall be based on the amount stated in the Tax Notice, which shall be verified by the CITY. Chapter 380 Payments for CITY ad valorem property tax reimbursements shall be paid to SADYA by the CITY on an annual basis for the preceding year, on or before May 1 following the tax year for which they were paid. For example, the first Chapter 380 Payment for CITY ad valorem property tax reimbursement by the CITY to SADYA shall be based on taxes paid for the year 2019, and shall be paid on or before May 1, 2020, and the last such payment shall be based on taxes paid for the year 2029, and shall be paid on or before May 1, 2030, notwithstanding the Termination Date.

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

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

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

7. **TERM**. This Agreement shall become enforceable upon execution by the CITY and SADYA and shall be effective as of the date of this Agreement. This Agreement shall terminate as to the CITY rental payments for the Civic Center on the last date on which the CITY is obligated to pay monthly rental payments t to SADYA for the Civic Center and as to the CITY ad valorem property tax reimbursement on the last date on which the CITY is obligated to reimburse any CITY annual ad valorem property payment to SADYA, and as to the Cash Grants on the last date the CITY is obligated to pay a Cash Grant unless this Agreement is terminated earlier. Notwithstanding earlier termination, this Agreement shall in no event terminate later than June 1, 2030.

8. **SADYA OBLIGATIONS.** In consideration of the CITY's establishment of this economic development program for the Hotel and Hotel business by the CITY, pursuant to Texas Local Government Code Chapters 380 and 501 and under the Ordinance to promote local economic development and stimulate business and commercial activity within the CITY, SADYA agrees to the requirements of this Agreement and shall require its Affiliated Entity to also comply with the terms and conditions of this Agreement as consideration for this Agreement.

9. **COVENANTS, WARRANTIES, OBLIGATIONS AND DUTIES**. SADYA makes, and shall require an Affiliated Entity to make, the following covenants and warranties to the CITY, and agrees to timely and fully perform the following obligations and duties. Any false or substantially misleading statement contained herein or failure to timely and fully perform as required in this Agreement shall be an act

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

A. No litigation or governmental proceeding is pending or threatened against SADYA that may result in any material adverse change in SADYA. No consent, approval or authorization of or registration or declaration within any governmental authority is required in connection with the execution of this Agreement or the transactions contemplated hereby.

B. No certificate or statement delivered by SADYA to the CITY in connection with this Agreement, or in connection with any transaction contemplated herein, contains any untrue statement or fails to state any fact necessary to keep the statements contained herein from being misleading.

C. There are no bankruptcy proceedings or other proceedings currently pending or contemplated, and SADYA has not been informed of any potential involuntary bankruptcy proceedings.

D. To the best of its knowledge, SADYA has acquired and maintains all necessary rights, franchises, licenses, permits and authority to construct the Hotel and operate the Hotel business in Taylor, Texas, and will continue to use its best efforts to maintain all necessary rights, licenses, permits and authority.

E. SADYA and an Affiliated Entity of SADYA shall timely pay all taxes and fees due and owing by it to all taxing authorities having jurisdiction.

F. SADYA shall timely and fully comply with all the terms and conditions of this Agreement.

G. SADYA may not sell stock, assets or any ownership interest in SADYA CAPITAL, LLC, without prior written notice to and consent from the CITY.

H. SADYA agrees that, as to all of the programs and activities arising out of this Agreement, it shall comply fully with all Civil Rights Acts and specifically will not discriminate against any person on the basis of race, color, national origin, sex, or by reason of being disabled.

I. SADYA hereby certifies that it does not knowingly employ and will not hereafter employ an undocumented worker as defined in Chapter 2264, Texas Government Code. In addition, SADYA shall execute the Condition on Receipt of Public Subsidies/Agreement Regarding Repayment of Interest attached hereto and incorporated by reference herein as *Exhibit "B"*.

J. SADYA shall construct the Hotel and Civic Center and conduct the Hotel business with the Civic Center in compliance with all federal, state and local laws, rules and regulations applicable to it during the term of this Agreement.

10. **MUTUAL ASSISTANCE**. CITY and SADYA will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement, and to aid and assist each other in carrying out such terms and provisions in order to put each other in the same economic condition contemplated by this Agreement regardless of any changes in public policy, the law or taxes or assessments attributable to the Hotel or Hotel business or the Civic Center.

11. **DEFAULT**. If either the CITY or SADYA should default in the performance of any obligations of this Agreement, the other party shall provide such defaulting party written notice of the default, and a minimum period of fifteen (15) days to cure such default, prior to instituting an action for breach or pursuing any other remedy for default. If the CITY or SADYA remains in default after notice and opportunity to cure, the non-defaulting party shall have the right to pursue any remedy under this Agreement, at law or in equity, for the breach. In addition, the CITY shall have the right to terminate all economic benefits under this Agreement.

12. **TERMINATION**. In the event SADYA has not obtained a building permit and commenced site work on the Hotel Property for construction of the Hotel before May 1, 2017 or if a Certificate of Occupancy for the Hotel and Civic Center is not issued prior to June 1, 2018, the obligations on the part of both parties shall be deemed

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

13. **ATTORNEY'S FEES.** In the event any claim, legal action or proceeding is commenced between the CITY and SADYA to enforce provisions of this Agreement and recover damages for breach, the prevailing party in such legal action shall be entitled to recover its reasonable attorney's fees and expenses incurred by reason of such action, unless prohibited by law.

14. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties. This Agreement may only be amended, altered or revoked by written instrument signed by the CITY and SADYA.

15. **BINDING EFFECT.** This Agreement shall be binding on and inure to the benefit of the parties, their respective successors and assigns as allowed in this Agreement. No other persons or entities may enforce this Agreement or claim any benefits under this Agreement except as allowed by this Agreement. There are no oral agreements between the parties hereto with respect to the subject matter hereof.

16. **ASSIGNMENT**. SADYA shall not assign this Agreement or all or any part of its rights and obligations arising under this Agreement except as allowed by this Agreement.

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

IF TO SADYA:	SADYA CAPITAL, LLC Attention: Nimesh Patel 5002 Sendero Springs Drive Round Rock, Texas 78681
IF TO THE CITY:	CITY OF TAYLOR, TEXAS City Manager 400 Porter Street Taylor, Texas 76574

18. **INTERPRETATION**. Each of the parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, however its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any party.

19. **APPLICABLE LAW.** This Agreement is made, and shall be construed and interpreted, under the laws of the State of Texas and venue shall be in the State courts of Williamson County, Texas.

20. **SEVERABILITY**. In the event any provisions of this Agreement are illegal, invalid or unenforceable under present or future laws, and in that event, it is the intention of the parties that the remainder of this Agreement shall not be affected. It is also the intention of the parties of this Agreement that in lieu of each clause and provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

21. **PARAGRAPH HEADINGS**. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.

22. **NO THIRD PARTY BENEFICIARIES.** This Agreement is not intended to confer any rights, privileges or causes of action upon any third party.

23. **NO JOINT VENTURE**. It is acknowledged and agreed by the parties that the terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the parties. The CITY, its past, present and future officers, elected officials, representatives, employees and agents do not assume any responsibilities or liabilities to any third party in connection with the Hotel or the Hotel business or the design, construction or operation of any portion of the Hotel or Hotel business.

24. **COUNTERPARTS**. The parties agree that this Agreement may be executed in multiple counterparts which, taken together, shall form the contractual agreement of the parties.

25. **AUTHORITY**. The person signing this Agreement warrants that he is authorized to sign this Agreement on behalf of the respective signatory.

26. **ECONOMIC DEVELOPMENT.** This Agreement is consistent with the CITY's economic development program and promotion of economic development contemplated by Chapter 380 and the Development Corporation Act, Chapter 501 of the Texas Local Government Code.

27. **EXHIBITS**. The following Exhibits are attached and incorporated by reference herein for all purposes:

Exhibit "A": *The Property*

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

Dated this the 13th day of October, 2016.

SADYA CAPITAL, LLC,

a Texas Limited Liability Company

By:
Its: President

CITY OF TAYLOR, TEXAS,
a home rule City

Isaac D. Turner

By: ISAAC D. TURNER
Its: City Manager

EXHIBIT "B"

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

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

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

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

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

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

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

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

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

CITY OF TAYLOR, TEXAS	SADYA CAPITAL, LLC
By: ISAAC D. TURNER	By:
Its: CITY MANAGER	Its:

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

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

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

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

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

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

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

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

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

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

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

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

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

Paragraph 12. is hereby amended to read as follows:

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

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

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

SADYA CAPITAL, LLC,

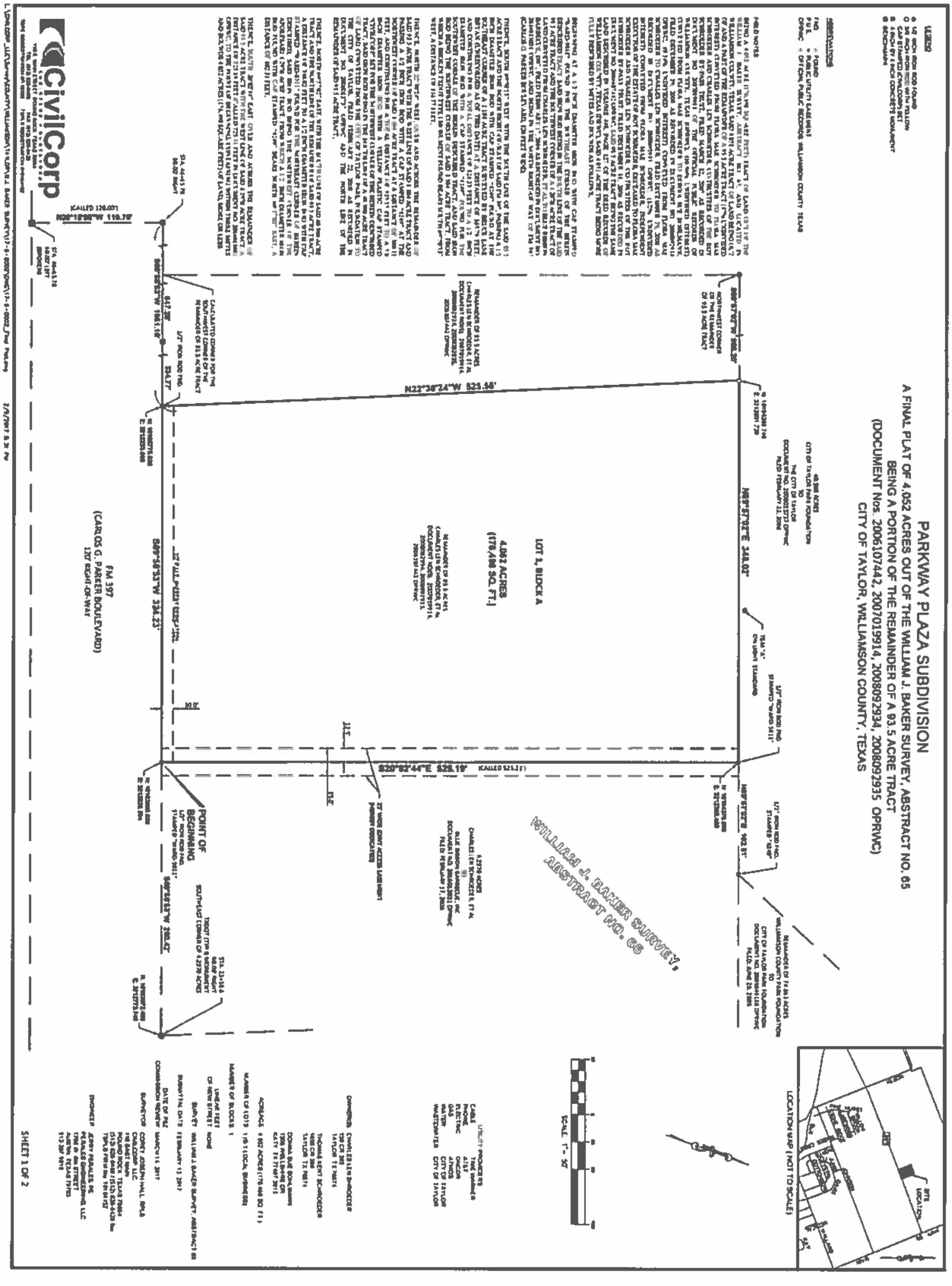
a Texas Limited Liability Company

By: Nimesh D Patel
Its: President

CITY OF TAYLOR, TEXAS,
a home rule City

Isaac D. Turner 5/2/17
By: ISAAC D. TURNER
Its: City Manager

EXHIBIT A


PARKWAY PLAZA SUBDIVISION
A FINAL PLAT OF 4.052 ACRES OUT OF THE WILLIAM J. BAKER SURVEY, ABSTRACT NO. 65
BEING A PORTION OF THE REMAINDER OF A 93.5 ACRE TRACT
(DOCUMENT Nos. 2006107442, 2007019914, 2008092934, 2008092935 OPRWC)
CITY OF TAYLOR, WILLIAMSON COUNTY, TEXAS
LOT 1, BLOCK A
4.052 ACRES
(176,498 SQ. FT.)
POINT OF BEGINNING
FM 397
(CARLOS G. PARKER BOULEVARD)
WILLIAM J. BAKER SURVEY, ABSTRACT NO. 65
LOCATION MAP (NOT TO SCALE)
CivilCorp
SHEET 1 OF 2

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

City Council Meeting
September 28, 2017

Agenda Item #: **19**

Agenda Title: Discuss and consider approving agreement with the Taylor Chamber of Commerce for Hotel/motel Occupancy Tax.

Council Action to be taken: Approve, deny or table

Initiating Department: City Management Team

Staff Contact: Mike DeVito, Parks Director

1. PURPOSE/DESCRIPTION

The City's contract/agreement with the Chamber of Commerce for the distribution of a portion of the City's Hotel/Motel Occupancy Tax expires September 30, 2017. Funding provided to the Chamber from HOT funds is used to provide grants for local organizations offering tourism based events. There is a cap of $50,000 on the amount of HOT funds provided to the chamber. The amount collected shall exclude the amounts derived from sporting events during the term of the contract.

2. STAFF ANALYSIS AND RECOMMENDATION (Why and How)

Staff will continue current methods as outlined in the contract to identify hotel visitors from sporting events for the time being. City staff and Chamber representatives will continue to develop and implement better methods for tracking this data.

3. FUNDING SOURCE

The current agreement stipulates that the City will pay the Chamber seventy-five percent (75%) of the Hotel/Motel taxes collected by the City, but the amount collected shall exclude the amounts derived from sporting events during the term of the contract.

Amount allocated to the Chamber:	FY 2014-2015	$41,646
	FY 2015-2016	$56,250 (budgeted)
	FY 2016-2017	$50,000 (as per Council)

4. TIMELINE CONSIDERATIONS

Agreement term is from October 1, 2017-September 30, 2018.

5. OTHER OPTIONS (In order of preference)

N/A

6. ATTACHMENTS

19a. Current Agreement with the Taylor Chamber of Commerce
19b. Proposed agreement
19c. Chamber Budget

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

PUBLICITY AND TOURISM AGREEMENT

This Publicity and Tourism Agreement ("Agreement") is made by and between the City of Taylor, Texas, a Texas Home Rule Municipal Corporation, (referred to herein as the "City") and the Taylor Chamber of Commerce, a Texas non-profit corporation organized and existing under the laws of the State of Texas, (referred to herein as "Chamber of Commerce"). The City and the Chamber of Commerce are also referred to collectively in this Agreement as the "Parties" and singularly as "Party". The Parties have entered into other Publicity and Tourism Agreements prior to the date of this Agreement. However, the Parties intend that this Agreement will supersede and replace all previously adopted and finalized Publicity and Tourism Agreements in their entirety.

RECITALS

WHEREAS, V.A.T.S. Tax Code, Chapter 351, entitled Local Hotel Occupancy Tax, provides that a hotel/motel sleeping room tax of seven percent (7%) may be collected by cities, and that the proceeds from such tax may be used for promotion of tourism, in support of the arts, historical preservations and other purposes as set out in the statute as now written and as may be amended, and the City has been and is collecting the tax; and

WHEREAS, the City, acting under the authority granted to it under state statutes and its Home-Rule Charter, has theretofore enacted a local hotel/motel occupancy tax on occupants of hotels and motels within the City and it's extraterritorial jurisdiction; and

WHEREAS, the City desires to use a portion of the revenue generated from the hotel/motel occupancy tax to promote tourism in the City and to publicize activities and special events occurring in and around the City; and

WHEREAS, the Chamber of Commerce has expressed a desire to establish ongoing programs to promote tourism in and around the City, and desires to work with the City to accomplish this goal; and

WHEREAS, the City, has determined that it desires to work with the Chamber of Commerce toward the mutual goal of promoting tourism in and around the City; and

WHEREAS, the City has determined the Chamber of Commerce is an organization that is able to receive information from the public concerning promotion of tourism in the Taylor area, and that the Chamber of Commerce is able to summarize the input received from the public in this regard and to present that information to the City Council for its consideration; and

WHEREAS, the City desires to periodically receive from the Chamber of Commerce information concerning requests of local businesses and organizations so that the City may evaluate the information when budgeting for expenditures related to publicity for the City, and for promoting tourism in and around the City; and

WHEREAS, in consideration of their mutual desire to promote tourism and to attract visitors to the City, the Parties desire to contract for the management and supervision by the Chamber of Commerce for programs and activities funded with revenue from the hotel/motel occupancy tax.

NOW, IN CONSIDERATION OF THE MUTUAL COVENANTS TO BE PERFORMED BY THE PARTIES AND OTHER VALUABLE CONSIDERATION HEREBY ACKNOWLEDGED THE PARTIES AGREE TO THE FOLLOWING:

I.

GENERAL TERMS

As more specifically detailed herein, the Parties generally agree to the following basic terms:

1) In conformity with the Texas Tax Code, Chapter 351 and the City ordinances pertaining thereto, the City shall collect the hotel/motel occupancy tax. The City shall provide to the Chamber of Commerce seventy-five per cent (75%) of the hotel/motel taxes collected by the City, but such amount shall not exceed and shall be limited to Fifty Thousand Dollars ($50,000.00). All hotel/motel taxes derived from sporting events shall be excluded from payment to the Chamber and such hotel/motel taxes shall be retained by the City. The payments to the Chamber of Commerce shall be made monthly within fifteen (15) days of receipt of the tax by the City. The City will develop a methodology for calculating the revenue amount

from sporting events.

2) The Chamber of Commerce shall expend the tax revenue disbursed under this Agreement for the exclusive purpose of advertising and conducting solicitations and programs to attract tourists and visitors to the City and its vicinity, as provided by the Texas Tax Code Chapter §351.101(a)(3). All such revenues shall be expended in a manner directly enhancing and promoting tourism and the hotel industry in the City and the immediate vicinity.

3) During the term of this Agreement, the Chamber of Commerce may request additional Hotel/Motel tax revenue funds for special projects in excess of the funds allocated to it in this Agreement. The City shall retain sole discretion in granting or denying additional funds requested by the Chamber of Commerce.

II.

SERVICES TO BE PERFORMED BY THE CHAMBER OF COMMERCE

Section 2.1 LOCAL ORGANIZATIONS'/BUSINESSES' REQUESTS FOR FUNDING:

The Parties agree that the Chamber of Commerce shall meet with members of the Taylor community to receive information from them, related to their requests for assistance from the City for promotion of business and/or publicity related to various local events and activities. Subsequently, on a quarterly basis, the Chamber of Commerce will coordinate with the City Manager to attend a regularly scheduled City Council meeting to present a written update on the information the Chamber of Commerce has gathered from the Taylor community and with year-to-date budget, income and expenditure information. The Parties agree that if and when entities, businesses or individuals in the Taylor community request an audience for presentation of information to the City concerning promotion of tourism or special events or activities, the City may refer these entities, businesses, and individuals to the Chamber of Commerce and the Chamber of Commerce shall schedule presentation to the requesting entity. The Chamber agrees to hold active membership in the Taylor Marketing Partnership (TMP) and participate in marketing efforts to promote the Taylor community in conjunction with the TMP.

Section 2.2 PROMOTION OF TOURISM:

The Chamber of Commerce shall perform services related to advertising and promoting tourism for the visitor market, from which the City derives direct tourist income benefit.

The Chamber of Commerce agrees to conduct a continuing program of advertising and promotion for the purpose of attracting visitors, tourists, and meetings/conventions to the City and the local area by: publishing and distributing brochures and community information packets through traditional means as well as incorporating electronic media and emerging technologies; advertising in various tourists publications and general media publications as appropriate; representing the City at travel shows and other such events; participating with state and regional agencies in tourist development programs of benefit to the local area and to the City; and, using all appropriate means to increase the traveling public's awareness of the resort and recreational advantages of the local area and the City.

The Chamber of Commerce further agrees that it will: seek to achieve economic benefits for the City through all such activities; provide tourist-related information about the City, upon request; and serve as an advisory body to the City, on request, in matters related to expanding the tourist-derived economy.

Section 2.3 STAFFING:

The Chamber of Commerce shall use its best efforts to secure sufficient numbers of employees and volunteers to accomplish the responsibilities set forth in this Agreement. The Chamber of Commerce shall further provide office space, equipment, supplies and other materials necessary to accomplish the purposes of this Agreement.

It is expressly understood and agreed by and between the Parties that the Chamber of Commerce is hired and engaged as an independent contractor and is not an officer, agent or employee of the City.

III.

BUDGET AND PERFORMANCE REVIEW

Section 3.1 BUDGET PROCESS:

During the fourth quarter of this Agreement term, the Chamber of Commerce shall provide to the City a proposed budget for the upcoming year outlining the amount of hotel/motel occupancy tax revenue it expects to receive and how it will be expended. The proposed budget will then be considered and either rejected or approved by the City Council, in writing, in advance of the release of any local hotel/motel occupancy tax funds. It is understood and agreed by and between the Parties that, upon budget approval by the City, a fiduciary duty is created in the Chamber of Commerce with respect to expenditures of revenue provided.

The Chamber of Commerce shall maintain complete and accurate financial records of each expenditure of local hotel/motel occupancy tax revenue it has received and, upon request of the City Council or other person acting on behalf of the City Council, shall make the records available for inspection and review. The Chamber of Commerce shall maintain the revenue provided from the local hotel/motel occupancy tax in a separate account established for that purpose and shall not commingle that revenue with any other monies of the Chamber of Commerce.

It is understood and agreed by and between the Parties that hotel/motel occupancy tax funds may be spent by the Chamber of Commerce for day-to-day operations including supplies, salaries, office rental, travel expenses, and other administrative costs, directly related to the promotion of tourism. The portion of the total administrative costs for which hotel/motel occupancy tax revenues are expended may not exceed the actual administrative costs for the activities, nor may the administrative expense exceed thirty percent (30%) of the Fifty Thousand Dollar ($50,000.00) per annum revenue cap of hotel/motel occupancy tax paid by the City to the Chamber of Commerce. Payments received beyond this cap shall not be eligible for any additional administrative cost offset. The limit of Chamber administrative cost expenditures utilizing hotel/motel occupancy tax revenues may not exceed sixteen thousand, five hundred dollars ($15,000.00) per annum. The administrative cost, once approved in the budget as provided herein, may be transferred into a separate Chamber of Commerce account.

Section 3.2 PERFORMANCE AND EVALUATION STANDARDS:

1) Methodology:

   a) In order to segregate hotel funds generated from Taylor Regional Park ("TRP") sporting events, an evaluation of lodging activity will be performed.

Each six (6) month period shall be defined as October to March and April to September. Specific events shall include the Triple Crown National Softball Tournament held annually in July, the annual Lone Star Soccer season September through February, and other Regional or National events as requested by the City no less than one (1) month in advance.

b) Data collected will be used for annual trend analysis in future budget projections and Chamber of Commerce appropriations. Fiscal year 2017 (October 1st through September 30th shall be the baseline year.

c) Data will be evaluated annually to analyze and compare prior year versus current year performance.

2) Outputs & Activity:

a) As a cost measure, the Chamber hereby agrees to have a financial audit performed effective fiscal year 2016 and every three (3) years thereafter while an informal audit shall be performed annually. These services are to be performed by a Certified Public Accountant in the State of Texas.

b) The Chamber of Commerce will prepare a short survey, approved by the City, to be used by hotels and motels to question guests if the use of the hotel or motel was related to a TRP event. The purpose of the survey will be to determine the use of lodging specific to TRP events, hereby provided as Exhibit "A".

c) The Chamber of Commerce will use Taylor Marketing Partnership ("TMP") criteria to determine the effectiveness of the products distributed by the Chamber of Commerce.

d) The Chamber of Commerce will use the TMP for its marketing and advertising to ensure cohesion with products and materials using the Taylor logo.

e) The City shall be provided quarterly reports with itemized counts of products and materials distributed by the Chamber to determine proper distribution. Such products and materials shall include examples of pamphlets and brochures, circulation information and any data pertinent to purchased advertising.

3) Additional Requirements for City Consideration:

a) The City may conduct an economic analysis for a comprehensive understanding of direct and indirect revenues introduced into the local economy from sporting activities (i.e. hotel tax, sales tax, tourism, retail, etc.)
b) The information obtained may be shared with third parties in the development community, with the public and with community leaders.

Section 3.3 REPORTING:

The Chamber of Commerce shall prepare written reports for submission to the City Council on a quarterly basis, during the months of January, April, July and October. The quarterly reports shall include, but are not limited to, the following information:

1) a description of the activities undertaken by the Chamber of Commerce to benefit the City during the preceding quarter which shall include a Post Event Report Form for each activity receiving Hotel Motel Funds in the form attached hereto as Exhibit "B" and incorporated by reference herein;

2) an updated financial statement that indicates how the Chamber of Commerce has expended hotel/motel occupancy tax funds provided by the City on the development of tourism and promotion of local events and on activities, businesses, and organizations, pursuant to the Chamber of Commerce's annual tourism budget as previously approved by the City Council; and,

3) Other information the City Council may request after reviewing the reports presented to ensure City Councils' understanding of the activities undertaken by the Chamber of Commerce in performance of the terms of the Agreement.
4) The aforementioned terms and criteria in Section 3.2 Performance and Evaluation, Outputs and Activity, and Additional Requirements for City consideration shall be monitored by the City Manager or his designee.

All reports and records related to hotel/motel occupancy tax funds shall be maintained and available to the City for a period of five (5) years after receipt of approval from the City.

IV.

TERM AND TERMINATION

This Agreement shall begin the 1st day of October 2015, and shall terminate at midnight on the 30th day of September 2016. In the event either Party fails to abide by any of the terms of this Agreement the non-defaulting party shall furnish a thirty (30) day prior written notice of the default and opportunity to cure to the defaulting Party. The defaulting Party shall have thirty (30) days from the date of the notice to cure the default and if the default is cured within the thirty (30) day cure period this Agreement shall remain in full force and effect. Failure of the defaulting Party to cure the default within the thirty (30) day cure period shall result in termination of this Agreement ninety (90) days from the date of the default notice was given by the non-defaulting Party to the defaulting Party or September 30, whichever occurs first.

V.
NOTICES

Any notice necessary or appropriate relative to this Agreement shall be effective when deposited in the United States mail, either certified and/or registered mail, postage prepaid and addressed to:

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

Taylor Chamber of Commerce
Attn: President
1519 North Main Street
Taylor, Texas 76574
With a copy to:
Taylor Chamber of Commerce
Attn: Chairman-Board of Directors
1519 North Main Street
Taylor, Texas 76574

VI.

ASSIGNMENT

No part of this Agreement may be assigned or delegated without the prior written consent of the other party, and any attempted assignment of benefits or rights or delegation of duties or obligations shall be a breach of this Agreement. However, nothing in this Agreement shall prohibit the Chamber of Commerce from participating with regional or state tourism programs or contracting for joint promotion with other agencies.

VII.

VENUE AND JURISDICTION

This Agreement shall be subject to the laws and statues of the State of Texas, and venue, jurisdiction and performance shall be in Williamson County, Texas.

VIII.

INDEMNITY

The Chamber of Commerce agrees to and shall indemnify and hold harmless and defend the City, its officers, agents and employees from any and all claims, losses, causes of action and damages, suits, and liability for negligence and willful misconduct of the Chamber of Commerce, including without limitation, all expenses of litigation, court costs, and attorney fees, for injury to or death to any person, or from damage to any property, arising from or in connection with the operations of the Chamber of Commerce, its officers, agents, and employees carried out in furtherance of this Agreement. The Chamber of Commerce shall carry or cause to be carried public liability insurance in the amount(s) of: THREE HUNDRED THOUSAND AND NO/100 DOLLARS ($300,000.00) for each person; THREE HUNDRED THOUSAND AND NO/100 DOLLARS ($300,000.00) for each occurrence; and ONE HUNDRED THOUSAND AND NO/100 DOLLARS ($100,000.00)property damage liability insurance for each occurrence. The insurance policies for the coverage shall name the City as an additional insured and the policies, or duplicate originals thereof, must be filed with the City before any operations contemplated by this Agreement are begun by the Chamber of Commerce.

IX.

INDEPENDENT CONTRACTOR

It is understood and agreed that the Chamber of Commerce shall not in any manner be considered a partner or joint venturer with the City, nor shall the Chamber of Commerce be considered or hold itself out as an agent or official representative of the City. The Chamber of Commerce shall be considered an independent contractor for the purposes of the Agreement and shall in no manner incur any expenses or liability on behalf of the City.

Dated this the 1st day of October, 2016.

CITY OF TAYLOR, TEXAS

BY: Jesse Ancira, Jr.
ITS: Mayor

Attest:

Susan Brock, City Clerk

TAYLOR CHAMBER OF COMMERCE

BY: Sam Dowdy
ITS: Board Chairman

BY: Tia Stone
ITS: President

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

PUBLICITY AND TOURISM AGREEMENT

This Publicity and Tourism Agreement ("Agreement") is made by and between the City of Taylor, Texas, a Texas Home Rule Municipal Corporation, (referred to herein as the "City") and the Taylor Chamber of Commerce, a Texas non-profit corporation organized and existing under the laws of the State of Texas, (referred to herein as "Chamber of Commerce"). The City and the Chamber of Commerce are also referred to collectively in this Agreement as the "Parties" and singularly as "Party". The Parties have entered into other Publicity and Tourism Agreements prior to the date of this Agreement. However, the Parties intend that this Agreement will supersede and replace all previously adopted and finalized Publicity and Tourism Agreements in their entirety.

RECITALS

WHEREAS, V.A.T.S. Tax Code, Chapter 351, entitled Local Hotel Occupancy Tax, provides that a hotel/motel sleeping room tax of seven percent (7%) may be collected by cities, and that the proceeds from such tax may be used for promotion of tourism, in support of the arts, historical preservations and other purposes as set out in the statute as now written and as may be amended, and the City has been and is collecting the tax; and

WHEREAS, the City, acting under the authority granted to it under state statutes and its Home-Rule Charter, has theretofore enacted a local hotel/motel occupancy tax on occupants of hotels and motels within the City and it's extraterritorial jurisdiction; and

WHEREAS, the City desires to use a portion of the revenue generated from the hotel/motel occupancy tax to promote tourism in the City and to publicize activities and special events occurring in and around the City; and

WHEREAS, the Chamber of Commerce has expressed a desire to establish ongoing programs to promote tourism in and around the City, and desires to work with the City to accomplish this goal; and

WHEREAS, the City, has determined that it desires to work with the Chamber of Commerce toward the mutual goal of promoting tourism in and around the City; and

WHEREAS, the City has determined the Chamber of Commerce is an organization that is able to receive information from the public concerning promotion of tourism in the Taylor area, and that the Chamber of Commerce is able to summarize the input received from the public in this regard and to present that information to the City Council for its consideration; and

WHEREAS, the City desires to periodically receive from the Chamber of Commerce information concerning requests of local businesses and organizations so that the City may evaluate the information when budgeting for expenditures related to publicity for the City, and for promoting tourism in and around the City; and

WHEREAS, in consideration of their mutual desire to promote tourism and to attract visitors to the City, the Parties desire to contract for the management and supervision by the Chamber of Commerce for programs and activities funded with revenue from the hotel/motel occupancy tax.

NOW, IN CONSIDERATION OF THE MUTUAL COVENANTS TO BE PERFORMED BY THE PARTIES AND OTHER VALUABLE CONSIDERATION HEREBY ACKNOWLEDGED THE PARTIES AGREE TO THE FOLLOWING:

I.

GENERAL TERMS

As more specifically detailed herein, the Parties generally agree to the following basic terms:

1) In conformity with the Texas Tax Code, Chapter 351 and the City ordinances pertaining thereto, the City shall collect the hotel/motel occupancy tax. The City shall provide to the Chamber of Commerce seventy-five per cent (75%) of the hotel/motel taxes collected by the City, but such amount shall not exceed and shall be limited to Fifty Thousand Dollars ($50,000.00). All hotel/motel taxes derived from sporting events shall be excluded from payment to the Chamber and such hotel/motel taxes shall be retained by the City. The payments to the Chamber of Commerce shall be made monthly within fifteen (15) days of receipt of the tax by the City. The City will develop a methodology for calculating the revenue amount

from sporting events.

2) The Chamber of Commerce shall expend the tax revenue disbursed under this Agreement for the exclusive purpose of advertising and conducting solicitations and programs to attract tourists and visitors to the City and its vicinity, as provided by the Texas Tax Code Chapter §351.101 (a)(3). All such revenues shall be expended in a manner directly enhancing and promoting tourism and the hotel industry in the City and the immediate vicinity.

3) During the term of this Agreement, the Chamber of Commerce may request additional Hotel/Motel tax revenue funds for special projects in excess of the funds allocated to it in this Agreement. The City shall retain sole discretion in granting or denying additional funds requested by the Chamber of Commerce.

II.

SERVICES TO BE PERFORMED BY THE CHAMBER OF COMMERCE

Section 2.1 LOCAL ORGANIZATIONS'/BUSINESSES' REQUESTS FOR FUNDING:

The Parties agree that the Chamber of Commerce shall meet with members of the Taylor community to receive information from them, related to their requests for assistance from the City for promotion of business and/or publicity related to various local events and activities. Subsequently, on a quarterly basis, the Chamber of Commerce will coordinate with the City Manager to attend a regularly scheduled City Council meeting to present a written update on the information the Chamber of Commerce has gathered from the Taylor community and with year-to-date budget, income and expenditure information. The Parties agree that if and when entities, businesses or individuals in the Taylor community request an audience for presentation of information to the City concerning promotion of tourism or special events or activities, the City may ref r these entities, businesses, and individuals to the Chamber of Commerce and the Chamber of Commerce shall schedule presentation to the requesting entity. The Chamber agrees to hold active membership in the Taylor Marketing Partnership (TMP) and participate in marketing efforts to promote the Taylor community in conjunction with the TMP.

Section 2.2 PROMOTION OF TOURISM:

The Chamber of Commerce shall perform services related to advertising and promoting tourism for the visitor market, from which the City derives direct tourist income benefit.

The Chamber of Commerce agrees to conduct a continuing program of advertising and promotion for the purpose of attracting visitors, tourists, and meetings/conventions to the City and the local area by: publishing and distributing brochures and community information packets through traditional means as well as incorporating electronic media and emerging technologies; advertising in various tourists publications and general media publications as appropriate; representing the City at travel shows and other such events; participating with state and regional agencies in tourist development programs of benefit to the local area and to the City; and, using all appropriate means to increase the traveling public's awareness of the resort and recreational advantages of the local area and the City.

The Chamber of Commerce further agrees that it will: seek to achieve economic benefits for the City through all such activities; provide tourist-related information about the City, upon request; and serve as an advisory body to the City, on request, in matters related to expanding the tourist-derived economy.

Section 2.3 STAFFING:

The Chamber of Commerce shall use its best efforts to secure sufficient numbers of employees and volunteers to accomplish the responsibilities set forth in this Agreement. The Chamber of Commerce shall further provide office space, equipment, supplies and other materials necessary to accomplish the purposes of this Agreement.

It is expressly understood and agreed by and between the Parties that the Chamber of Commerce is hired and engaged as an independent contractor and is not an officer, agent or employee of the City.

III.

BUDGET AND PERFORMANCE REVIEW

Section 3.1 BUDGET PROCESS:

During the fourth quarter of this Agreement term, the Chamber of Commerce shall provide to the City a proposed budget for the upcoming year outlining the amount of hotel/motel occupancy tax revenue it expects to receive and how it will be expended. The proposed budget will then be considered and either rejected or approved by the City Council, in writing, in advance of the release of any local hotel/motel occupancy tax funds. It is understood and agreed by and between the Parties that, upon budget approval by the City, a fiduciary duty is created in the Chamber of Commerce with respect to expenditures of revenue provided.

The Chamber of Commerce shall maintain complete and accurate financial records of each expenditure of local hotel/motel occupancy tax revenue it has received and, upon request of the City Council or other person acting on behalf of the City Council, shall make the records available for inspection and review. The Chamber of Commerce shall maintain the revenue provided from the local hotel/motel occupancy tax in a separate account established for that purpose and shall not commingle that revenue with any other monies of the Chamber of Commerce.

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1) Methodology:

a) In order to segregate hotel funds generated from Taylor Regional Park ("TRP") sporting events, an evaluation of lodging activity will be performed.

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b) Data collected will be used for annual trend analysis in future budget projections and Chamber of Commerce appropriations. Fiscal year 2017 (October 1st through September 30th shall be the baseline year.

c) Data will be evaluated annually to analyze and compare prior year versus current year performance.

2) Outputs & Activity:

a) As a cost measure, the Chamber hereby agrees to have a financial audit performed effective fiscal year 2016 and every three (3) years thereafter while an informal audit shall be performed annually. These services are to be performed by a Certified Public Accountant in the State of Texas.

b) The Chamber of Commerce will prepare a short survey, approved by the City, to be used by hotels and motels to question guests if the use of the hotel or motel was related to a TRP event. The purpose of the survey will be to determine the use of lodging specific to TRP events, hereby provided as Exhibit "A".

c) The Chamber of Commerce will use Taylor Marketing Partnership ("TMP") criteria to determine the effectiveness of the products distributed by the Chamber of Commerce.

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a) The City may conduct an economic analysis for a comprehensive understanding of direct and indirect revenues introduced into the local economy from sporting activities (i.e. hotel tax, sales tax, tourism, retail, etc.)
b) The information obtained may be shared with third parties in the development community, with the public and with community leaders.

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1) a description of the activities undertaken by the Chamber of Commerce to benefit the City during the preceding quarter which shall include a Post Event Report Form for each activity receiving Hotel Motel Funds in the form attached hereto as Exhibit "B" and incorporated by reference herein;

2) an updated financial statement that indicates how the Chamber of Commerce has expended hotel/moteloccupancy tax funds provided by the City on the development of tourismand promotion of local events and on activities, businesses, and organizations, pursuant to the Chamber of Commerce's annual tourism budget as previously approved by the City Council; and,

3) Other information the City Council may request after reviewing the reports presented to ensure City Councils' understanding of the activities undertaken by the Chamber of Commerce in performance of the terms of the Agreement.

4) The aforementioned terms and criteria in Section 3.2 Performance and Evaluation, Outputs and Activity, and Additional Requirements for City consideration shall be monitored by the City Manager or his designee.

All reports and records related to hotel/motel occupancy tax funds shall be maintained and available to the City for a period of five (5) years after receipt of approval from the City.

IV.

TERM AND TERMINATION

This Agreement shall begin the 1st day of October 2017, and shall terminate at midnight on the 30th day of September 2018. In the event either Party fails to abide by any of the terms of this Agreement the non-defaulting party shall furnish a thirty (30) day prior written notice of the default and opportunity to cure to the defaulting Party. The defaulting Party shall have thirty (30) days from the date of the notice to cure the default and if the default is cured within the thirty (30) day cure period this Agreement shall remain in full force and effect. Failure of the defaulting Party to cure the default within the thirty (30) day cure period shall result in termination of this Agreement ninety (90) days from the date of the default notice was given by the non-defaulting Party to the defaulting Party or September 30, whichever occurs first.

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Attn: President
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With a copy to:
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Attn: Chairman-Board of Directors
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No part of this Agreement may be assigned or delegated without the prior written consent of the other party, and any attempted assignment of benefits or rights or delegation of duties or obligations shall be a breach of this Agreement. However, nothing in this Agreement shall prohibit the Chamber of Commerce from participating with regional or state tourism programs or contracting for joint promotion with other agencies.

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VENUE AND JURISDICTION

This Agreement shall be subject to the laws and statues of the State of Texas, and venue, jurisdiction and performance shall be in Williamson County, Texas.

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INDEMNITY

The Chamber of Commerce agrees to and shall indemnify and hold harmless anddefend the City, its officers, agents and employees from any and all claims, losses, causes of action and damages, suits, and liability for negligence and willful misconduct of the Chamber of Commerce, including without limitation, all expenses of litigation, court costs, and attorney fees, for injury to or death to any person, or from damage to any property, arising from or in connection with the operations of the Chamber of Commerce, its officers, agents, and employees carried out in furtherance of thisAgreement. The Chamber of Commerce shall carry or cause to be carriedpublic liability insurance in the amount(s) of: THREE HUNDRED THOUSAND AND N0/100 DOLLARS ($300,000.00) for each person; THREE HUNDRED THOUSAND AND N0/100 DOLLARS ($300,000.00) for each occurrence; and ONE HUNDRED THOUSAND AND N0/100 DOLLARS ($100,000.00)property damage liability insurance for each occurrence. The insurance policies for the coverage shall name the City as an additional insured and the policies, or duplicate originals thereof, must be filed with the City before any operations contemplated by this Agreement are begun by the Chamber of Commerce.

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Dated this the 1st day of October, 2017.

CITY OF TAYLOR, TEXAS

____
BY: Brandt Rydell
ITS: Mayor

Attest

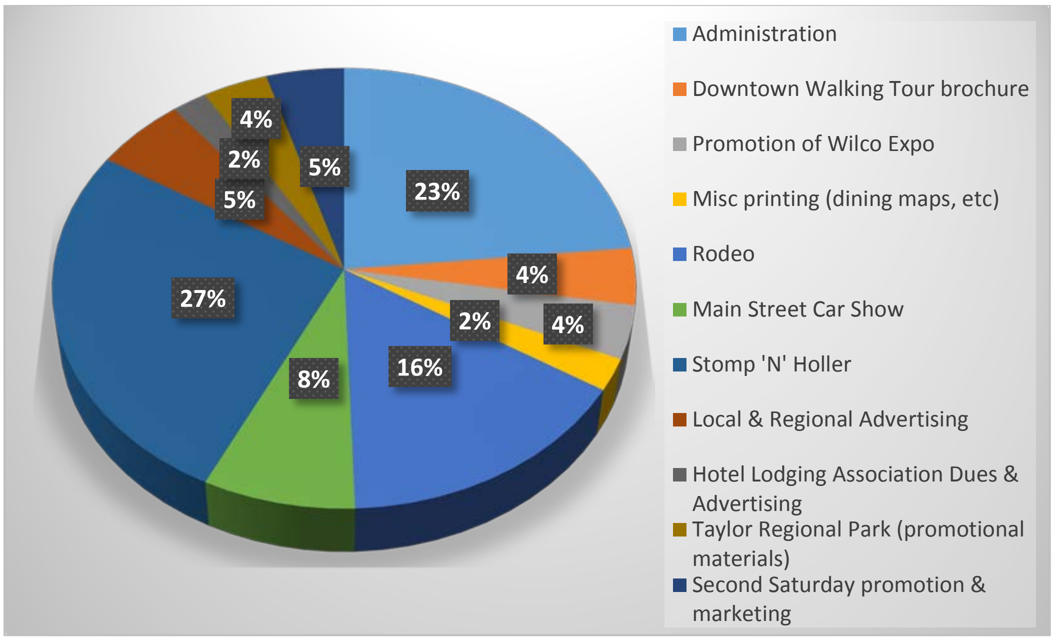
____
Susan Brock, City Clerk

TAYLOR CHAMBER OF COMMERCE

____
BY:
ITS: CHAIRMAN

____
BY: Tia Stone
ITS: Chamber President

2017-18 Hotel Occupancy Tax Budget



Expected Income: $50,000

Balance Forward (from 16-17): $15,144

Expenditures

1.	Administration		15,000*
2.	Downtown Walking Tour brochure	up to	2,669
3.	Promotion of Wilco Expo	up to	2,500
4.	Miscellaneous printing (dining maps)	up to	1,500
5.	Rodeo	up to	10,000
6.	Car Show	up to	5,000
7.	Stomp 'N' Holler	up to	17,000
8.	Local & regional advertising	up to	3,500
9.	Hotel Lodging Association dues & advertising		1,375
10.	Promotion of Taylor Regional Park	up to	2,500
11.	Promotion of Second Saturday	up to	2,500
		Totaling	$64,044

Balance Forward (to 18-19): $1,099

City Council Meeting
September 28, 2017

STRATEGIC PILLAR

☐ Streets/Infrastructure

☐ Quality of Life

☐ Economic Vitality

Agenda Item #: **20**

Agenda Title: Discuss possible charter amendments.

Council Action to be taken: Discuss and consider action.

Initiating Department: City Administration

Staff Contact: **Isaac D. Turner, City Manager**

1. PURPOSE/DESCRIPTION

This item was requested by Council Member Gonzales in March of this year and again by Council Member Garcia. In 2013 a Charter Amendment Committee (made up of 13 citizens selected by Council) reviewed the existing charter and considered 19 possible issues to address. Having reviewed each issue independently and with nine other city charters, their final recommendation only included three of the amendments which were basically "housekeeping" items.

2. STAFF ANALYSIS AND RECOMMENDATION (Why and How)

PROPOSITION 1: Majority Vote

"Shall Article 4, Section 4.1 of the Taylor City Charter be amended to require that Council members be elected by a majority vote."

In Article 4, Section 4.1, the current Taylor City Charter states that council members will be elected by plurality vote. This section conflicts with the Texas State Constitution Article XI, section 11(b) that states: "(b) A municipality so providing a term exceeding two (2) years but not exceeding four (4) years for any of its non-civil service officers must elect all of the members of its governing body by majority vote of the qualified voters in such municipality."

The City of Taylor is bound to operate in compliance with the Texas State Constitution. This change is to align our Charter with State law.

PROPOSITION 2: No Council Employment by City

"Shall Article 4, of the Taylor City Charter be amended to add Section 4.6 entitled "No City Employment" to prevent any City Council member from having paid employment with the City during office and for two years after termination from office."

This amendment would preclude city council members from being employed by the City during their term(s) of office and within 2 years after leaving office.

PROPOSITION 3: City Manager Hires and Removes

"Shall Article 9, Section 9.1 of the Taylor City Charter be amended to allow the City Manager to hire and remove employees of the City."

Section 9.1 of the Taylor City Charter states: "Employees of the City shall be employed by the City Manager subject to the approval of the City Council and may be removed by the City Manager by approval of the City Council."

The City of Taylor operates under the Council-Manager form of government where by charter and practice, the city manager is the chief administrative officer of the City. As such, the city manager is responsible for the hiring and dismissal of all employees. As noted above, our current charter conflicts with the concept of the Council-Manager form of government (and also the current practice of the City of Taylor). This Charter Amendment will cause our Charter to be consistent with actual and best practices.

3. FUNDING SOURCE

The estimated cost of a city-wide election is anticipated to be $12,000 and is not included in the current budget.

4. TIMELINE CONSIDERATIONS

Charter elections must be called by Ordinance. Charter Amendment information must be published at least 30 days before the election. The 2018 Election Calendar is attached.

5. OTHER OPTIONS (In order of preference)

- To move forward with the current list and call an election.
- To have each Council member review the original list to see if anything needs to be added.

6. ATTACHMENTS

20a. Minutes with 6 proposed amendments recommended by committee.
20b. Committee Report with complete list of 19 items reviewed
20c. Charter review comparison with other cities
20d. Election calendar

The City Council of the City of Taylor met on March 29, 2012, at City Hall, 400 Porter St., Taylor, Texas. Mayor Donald Hill declared a quorum and called the special meeting to order at 6:00 p.m. with the following present:

Mayor Pro Tem, Chris Gonzales	City Manager, Jim Dunaway
Council Member Jesse Ancira	Assistant City Manager, Jeff Straub
Council Member John McDonald	City Attorney, Ted Hejl
Council Member Chris Osborn	City Clerk, Susan Brock

REGULAR AGENDA – REVIEW/DISCUSS & CONSIDER/ACTION:

1. CONSIDERATION AND ACTION WITH RESPECT TO APPROVING A RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF TAYLOR ECONOMIC DEVELOPMENT CORPORATION SALES TAX REVENUE BONDS, SERIES 2012; PROVIDING FOR THE SECURITY FOR AND PAYMENT OF SAID BONDS; AND ENACTING OTHER PROVISIONS RELATING TO THIS SUBJECT.
   Mr. Dunaway presented background information on a resolution approved by the TEDC Board of Directors regarding the issuance of debt to fund certain costs related to infrastructure for the rehabilitation of 2nd Street. A resolution by the city is required to approve their issuance of debt backed by city sales tax revenues. Mr. Jason Ford, President of the TEDC responded to questions from Council Member Ancira and clarification on the process of how the lending institution was selected.

   Council Member Ancira moved to approve Resolution R12-11 as presented and Council Member Osborn seconded the motion. VOTE: Four voted AYE; One Voted NO (Mayor Pro Tem Gonzales). Motion passed.

2. CONSIDER APPROVING AN AMENDMENT TO THE TAYLOR ECONOMIC DEVELOPMENT CORPORATION ARTICLES OF INCORPORATION.
   Mr. Dunaway presented a request to approve an amendment to the TEDC Articles of Incorporation recommended and approved by the TEDC Board. Article Twelve is amended to read:

   > "Upon dissolution of the corporation, the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of the corporation, dispose of all assets of the corporation exclusively for the purposes of the corporation to the City of Taylor to be used exclusively for public purposes."

   Council Member Osborn moved to approve the amendment as presented and Council Member McDonald seconded the motion. VOTE: Five voted AYE. Motion passed.

3. DISCUSS POSSIBLE ITEMS FOR NOVEMBER, 2012 ELECTION.
   Mr. Joe Naizer of 701 Sloan Street, asked to address the council on this issue. He requested citizen input be taken into consideration on any possible charter amendments. Mr. Dunaway assured him that the public would have an opportunity to speak to these issues through a mechanism on the city website as well as during public meetings on this subject in the future. He reminded Mr. Naizer and Council that any amendments to the city charter must have voter approval.

Mr. Straub presented a list of potential issues that may be considered for a possible charter amendment election. These included 1) electing the Mayor At Large; 2) removal of a council member by council for "good cause"; 3) method for filling a vacant council seat; 4) city manager to appoint and remove employees; 5) election of council members by majority vote; and 6) the power to own, operate, and maintain utilities. Council asked to move forward on these items, gather additional input from citizens, and to provide more details and specific wording at a future meeting.

4. CONTINUE DISCUSSION ON STREET MAINTENANCE PROGRAM.
Mr. Dennis Kleppe, City Engineer, provided a presentation on the mechanism and costs to create a full service in-house street department to rebuild, rehabilitate, and maintain the city streets. Council asked to continue this discussion with additional details at a meeting on April 26.

ADJOURN

With no further business; Mayor Hill adjourned the meeting at 7:50 p.m.

____

Don Hill, Mayor

ATTEST:

____

Susan Brock, City Clerk

Charter Review Committee Report - 8/14/12

Honorable Mayor, City Council Members, Senior Staff,

This is the final report of the 2012 Taylor Charter Review Committee.

Process

The City Council appointed 13 members to the review committee, one member resigned following the organizational meeting and another resigned after attending two meetings. Every meeting was composed of a super majority and those who were absent had valid excuses. There were four committee meetings in addition to the organizational meeting.

Staff provided benchmark city charters as reference material. The benchmark cities were: Georgetown, Temple, Cedar Park, Hutto, Belton, Harker Heights, Leander, Brenham, and Round Rock.

Assistant City Manager Jeff Straub and City Attorney Ted Hejl attended each meeting providing background information and insight into each topic discussed. Senior staff presented each issue to the committee delineating the issue, background information, and a Taylor staff recommendation. The committee subsequently discussed each issue, asking questions of both staff and committee members. ALL committee members were engaged and each member of the committee was asked for comments on every issue. Discussion was completely open and enthusiastic with each member displaying a dedication, understanding, and attention to the entire Taylor community.

At the first committee meeting, a concern was voiced about the expediency of the proceedings and the deadline imposed by the City Council. The feeling was the committee was being rushed in order to meet the deadline for calling a charter election in November. One Nay vote on the final amendments was due to the Council’s deadline and the feeling of lack of time for due diligence.

Once each issue had been thoroughly discussed, a committee vote was taken on each issue. Decisions were based upon a plurality vote as had been specified at the committee organizational meeting. Minutes, taken at each meeting, were subsequently distributed and reviewed by the entire committee.

“Housing keeping”, items which violate state law or are inconsistent, were considered first. Potential charter amendments, identified by the Taylor City Council, were discussed next. Finally, charter items which had been sent to City staff by Taylor citizens and items brought up by committee members were discussed and acted upon.

Recommended Taylor City Charter Amendments

1. **Majority Vote**. Sec. 4.1 specifies council members will be elected by plurality vote which violates the Texas Constitution Article 11, Sec.11 (b) IF the term exceeds 2 years. Committee recommendation to change to majority vote was unanimous.
2. Vacancies. Sec. 4.4 is consistent with the State Constitution requiring vacancies to be filled BY ELECTION within 120 days and NOT filled by appointment. Examples of vacancies due to illness, accident, death, etc. were discussed. The committee recommended no action as the charter already dictates how to fill vacancies but requests the City Council adhere to the charter in filing any vacancy by an election within 120 days, per state law.

3 Election date. Sec. 6.1 states council's elections to be held on the first Saturday in May which could violate the state's uniform election date in May. There was neither clear mandate nor will to add clarifying language to the charter.

4 Municipal court. Article 16, Sec. 16.1 establishes a Municipal Court. In 2011 the City Council converted the Taylor Municipal Court to a court of record. Consensus opinion was to leave the charter language unchanged enabling the Council the flexibility to change the court of record back to a Municipal Court WITHOUT a charter election.

5 **City Manager authority**. Article 9, Sec. 9.1 generally states employees of the city shall be employed by the city manager subject to approval of the City Council. This provision violates the basic principal of the council/manager form of government. No employment has ever been "challenged" by a City Council member. Therefore, removal of this provision is recommended by a unanimous vote of the committee.

6 Direct election of Mayor. Temple was the only "benchmarked" city which, up until very recently, elected their mayor solely by the city council members. Much discussion centered on the expanded 'powers' bestowed upon a mayor elected by the citizenry. There was absolutely no support for expanding the 'power' of Taylor's mayor. There was some concern a mayor elected at-large would exclude minorities. The majority, by a 6-5 vote, decided to leave the election of Taylor's mayor in the power of the City Council especially if the 'powers' of the mayor position are not expanded.

7 Term limits. None of the benchmark cities specify term limits for council members. Discussion centered on the knowledge base and importance of experienced council members as well as the smaller talent pool in Taylor due to smaller population. There was no initiative to recommend term limits for Taylor City Council members.

8 **Residency requirement**. The committee unanimously determined anyone filing for or holding the position of Taylor City Council member must continuously reside in the district for at least 12 months prior to the first filing date and must continuously reside within that same district.

9 **Hold no other office**. The committee was adamant anyone holding a position on the Taylor City Council must NOT hold or file for another public office. The duties and time requirements for City Council are great and it was felt City business should receive the complete attention of those elected to the City Council. Concerns of perceived or real conflict of interest were also expressed. For example, a current Taylor City Council member may not file for a position on the TISD board without first resigning from the City Council. A minority opinion was expressed this requirement would preclude a qualified person from holding an appointed county or state position. This recommendation is presented to the City Council with a 10-1 vote in favor.

10 **City employment prohibition**. During conflict of interest discussions, it was unanimously determined the City charter should be amended to prohibit any employment by the City of Taylor of a City Council member or, for two (2) years following the Council member's last official meeting.

11 **City council member removal**. Taylor has an Ethics ordinance and a Council relations policy. However, neither provides an enforcement or removal procedure for violations. Legal opinion is firm: voters cannot be disenfranchised. All benchmarked cities have some process in place to remove a council member. In depth discussion presented the reasons for forced removal when necessary. Conservative, measured, steps were developed to ensure no one's rights would be violated, the process would be public, and consist of three defined steps. Violations of the Ethics ordinance or violations of the proposed City council member charter amendment would first be presented to the accused council member by a formal notice at least ten (10) days prior to a formal action. At least three (3) council members are required to

initiate the notice process. The facts in the removal proceeding must be presented in a public meeting where the council member accused is allowed to offer rebuttal remarks. Removal must be approved by the vote of four (4) council members. Deliberation of this recommendation was lengthy. All eleven (11) members voted in favor of the final ballot language.

12 **Street maintenance utility**. Staff presented reasons for the enormous task of maintenance and rebuilding Taylor's streets. References to the Street Inventory document, current City budget, and required revenue fairly quickly illustrated the magnitude of the tasks faced by the City Council. However, the committee asked the focus be solely on streets and NOT on a larger utility authority as it was felt additional utilities' focus could confuse the voters and raise concern about future Council actions. There was a minority opinion expressed this authority should have a ten-year life span. The committee unanimously agreed to allow the City Council to seek voter authorization to initiate a revenue stream DEDICATED TO ONLY THE STREET MAINTENANCE component. The committee was likewise unanimous that any funds raised should NOT be directed to reconstruction or rehabilitation of any streets in the Street Inventory identified as having already failed. To do so would undermine the faith and confidence of both this committee and the voters. Once the amendment language was finalized, and subsequent vote of the committee was taken. The proposed ballot language passed the committee with 9 Aye, 2 Nay. One nay vote expressed concern whether or not the voters could be properly informed if an election were held in November.

13 Initiative/referendum. Citizen input and one committee member recommended Taylor adopt initiative/referendum power on ALL City Council actions not just ordinances. All benchmark cities have higher voter percentage requirements to initiate this process and greatly restrict which council actions are subject to initiative. Discussion centered on the difference between representative and direct city government. Sentiment was expressed the City Council is doing a good job and does not need additional oversight. Initiative has not worked in California. Motion to leave the Taylor charter as is passed 8-1.

14 Expand City Council to seven. Discussed expanding the council with the addition of two (2) additional at-large positions. City attorney expressed great angst due to the Department of Justice power over the City as a result of the minority lawsuit in the '80s and reluctance Justice would accept such a change. Smaller talent pool and difficulty is securing qualified candidates was also discussed. Vote to expand the City Council failed 4-5.

15 Limit City Council 'powers'. Minority opinion expressed desire to limit the budgetary and other powers of the City Council, restricting even those bestowed on Home Rule cities by the state. Representative vs. direct democracy government arguments presented. Position received very limited support and no vote was taken.

16 Quorum. Discussion surrounded definition of 'quorum' and Robert's Rule of Order especially in the event more than one council member recuses themselves. Example was given of same situation caused by illness or accident. Motion was presented to require at least three (3) council members be present and voting in order for any City business to be conducted. Killeen was presented as example where, due to recall, a quorum was no longer possible and virtually all city business came to a halt. Motion failed 4-5.

17 Budget. A minority opinion was presented requesting the City budget should not be altered or amended during the year as priorities and requirements changed. No support. Motion died for lack of a second.

18 Taxation. Limit on tax increases and tax rate. Some cities have charter ceilings on the tax rate; however, the ceilings are many times the existing tax rate so as to be meaningless. Other restrictions and limitations already in state law. Limited discussion as there was no committee support for this proposal.

19 Ethics. Discussion centered on additions of specific ethics criteria into the charter. Example of the YMCA board/Taylor Rec center vote was cited. City Ethics ordinance already clearly specifies ethics requirements/limitations. No support to propose additional restrictions; in fact, a minority opinion was presented the current ethics ordinance is too restrictive.

Summary

The committee demonstrated exceptional harmony, enthusiasm, dedication, understanding, and attention to entire Taylor community. Everyone participated in the discussions and I believe all members have a sense of ownership in the process and final results. I believe the entire process was open and all viewpoints, even those controversial, were presented and discussed in a professional manner.

Proposed amendments #1-4, and #6 passed the committee with 10 Aye and 1 Nay vote. Proposed amendment #5 passed 11 Aye, -0- Nay and #7 passed 9 Aye, 2 Nay.

I believe the 2012 Taylor review committee has exceeded all the goals established by the City Council. I am very proud to have been selected to chair and represent this committee of dedicated, hardworking, citizens. I believe the committee’s work is complete. Your work and that of the City staff now begins.

On behalf of the entire 2012 Taylor review committee, I respectfully ask the Taylor City Council to accept our report

Respectfully submitted,

John M. McDonald – Charter Review Committee Chair

Charter Amendment Discussion Items

1. **Can a Councilmember be removed from office?**
    a. **City of Georgetown**
        i. No, only by recall
    b. **City of Temple**
        i. Yes (Section 4.15)
    c. **City of Cedar Park**
        i. Yes (Section 3.06(b))
    d. **City of Hutto**
        i. Yes (Section 3.06(b))
    e. **City of Bastrop**
        i. Yes (Section 3.06)
    f. **City of Pflugerville**
        i. Yes (Section 3.08)
    g. **City of Leander**
        i. Yes (Section 3.04)
    h. **City of Elgin**
        i. Yes (Section 8(b))
    i. **City of Round Rock**
        i. Yes (Section 3.06(b))

2. **How does Council fill a vacancy in office (death, etc)?**
    a. **City of Georgetown**
        i. The Council shall by ordinance determine its own rules and order of business. The Mayor and a majority of the members of Council shall constitute a quorum, and in the Mayor's absence, a majority plus one of the members of Council shall constitute a quorum. Legislation may not be enacted unless it is adopted by a vote of not less than a majority of the members of the Council. Should the Council be reduced to less than a majority plus one of the members of Council by death, resignation, nonresidence or for any other reason, the remaining members of the Council shall constitute a quorum for the purpose of filling vacancies. Should the Council be reduced to less than a majority plus one of the members of Council by death, resignation, nonresidence, or for any other reason, the remaining members of the Council shall constitute a quorum for the purpose of filling vacancies and for the purpose of taking an emergency action to protect the life, health, safety, property and welfare of the public. Such emergency action shall take effect only upon the unanimous approval of the then remaining members of the Council. The Council may adopt such rules, and prescribe such penalties as it may see fit to enforce the attendance of its members at all regular and called meetings of the Council or its committees. Minutes of all meetings of the Council shall be taken and recorded in the form and manner required by state law and such minutes shall constitute a public record. (Res. No. 050603-B, 5-3-03; Ord. No. 880170 § 5 (part), 5-10-88; Ord.

No. 86-12, Amend. No. 10, 2-25-86)

b. **City of Temple**
    i. A vacancy or vacancies of the City Council due to death, a Councilmember moving outside the district in which elected, resignation, or by removal from office, shall be filled by a majority vote of the qualified voters of the City in a special election called by the remaining Council members within one hundred and twenty (120) days after such vacancy or vacancies occur.
    ii. **Section 4.15. RULES OF THE CITY COUNCIL:** The City Council shall determine its own rules of procedure, and shall compel the attendance of its members and with the concurrence of four (4) members constituting said City Council, may impeach a member, and may remove him from office for good cause. Any Councilmember subject to removal for good cause may request a public hearing of the charges against him prior to removal from office.

c. **City of Cedar Park**
    i. The office of a Council member or office of the Mayor shall become vacant upon his death, resignation, removal from office in any manner authorized by law, or forfeiture of his office.
    ii. Forfeiture of Office: If the Mayor or any Council member:
        1. Fails to maintain the qualifications as required in SECTION 3.02 and SECTION 5.02 herein
        2. Violates any expressed prohibition of this Charter,
        3. Is convicted of a crime involving moral turpitude, or
        4. Fails to attend three (3) consecutive Regular City Council Meeting without being excused by the City Council.
            a. The City Council shall, at its next regular meeting, after validation of any of the above, declare the office to be vacant and shall fill such vacancy as set forth in Subsection (c) below of this SECTION 3.06.

d. **City of Hutto**
    i. The office of a Council member or office of the Mayor shall become vacant upon his or her death, resignation, removal from office in any manner authorized by law, or forfeiture of his or her office.
    ii. Forfeiture of Office: If the Mayor or any Council member:
        1. Fails to maintain the qualifications as required in this Charter;
        2. Has been found by at least a five (5) person vote of the City Council to have violated any express prohibition of this Charter
        3. Is convicted of a crime involving moral turpitude; or
        4. Fails to attend three (3) consecutive regular City Council meetings without being excused by the City Council,
            a. The City Council shall, its next regular meeting, declare the office to be vacant and shall fill such vacancy as set forth in Subsection (c) below of this Section 3.06
    iii. Filling of Vacancies: When any vacancy or vacancies shall occur on the City Council, a majority of the remaining Councilmembers shall appoint a qualified replacement to fulfill the remainder of the vacant term should the remainder of

the term be less than one (I) year. A special election shall be called in accordance with state law to fill the vacancy or vacancies in the same manner as described herein for regular elections should more than one (I) year remain of the vacant term.

e. **City of Bastrop**
   i. The office of a Council Member shall become vacant upon the member's death, resignation, removal from or forfeiture of that office. A Council Member shall forfeit that office if the Council Member:
   ii. lacks at any time during the term of office for which elected any qualification for the office prescribed by this Charter or by state law;
   iii. fails to maintain residence within the City;
   iv. intentionally violates any express prohibition of this Charter;
   v. is convicted of a felony criminal offense or a crime of moral turpitude;
   vi. Fails to attend three consecutive regular meetings without being excused by the Council.
   vii. A vacancy in the City Council shall be filled for the remainder of the unexpired term, if any, at the next regular election following not less than sixty (60) days after the occurrence of the vacancy; but the City Council by a majority vote of all the remaining members shall appoint a qualified person to fill the vacancy until the person elected to serve the remainder of the unexpired term takes office.

f. **City of Pflugerville**
   i. A vacancy is created when any member of the council dies, resigns, or is removed from office under section 3.08. Within 30 days following the creation of a vacancy, the council shall take action to fill the vacancy in accordance with state law.
   ii. **Removal from Office.**
      (a) Reasons: Any member of the council may be removed from office for any of the following reasons:
      1. Failure to maintain the qualifications for office required by Sections 3.03 and 5.02 of this charter.
      2. Violation of any express prohibition of this charter or the Code of Ethics adopted under Section11.05. of Ethics adopted under Section11.05.
      3. Conviction of a crime involving moral turpitude.
      4. Failure to attend three consecutive regular city council meetings without being excused by the council.

g. **City of Leander**
   i. The office of mayor and councilmember shall become vacant upon the incumbent in that office announcing as a candidate for any other elective office, or the death, resignation, or removal from office of the incumbent. Any vacancy or vacancies, whether in the office of mayor or councilmember, shall be filled by special election called for such purpose. The date for special elections to fill vacancies shall be the first uniform election date after the vacancy occurs and for which there is sufficient time to call and give notice of the election as required by law; provided that, if a vacancy occurs and no such election date falls within 120 days after the date of the vacancy, the council shall, without regard for the specified uniform election dates, order such election to be held on a Saturday within 120 days from the date of the vacancy. All vacancies shall

be filled by election for the remainder of the unexpired term of the office so filled. No special election will be required if the vacated office has a term of 120 days or less remaining as of the date of the first council meeting held after the date of the vacancy. (Amended by an election held November 8, 2005)

h. **City of Elgin**

   i. Vacancies. The office of a councilman or office of the mayor shall become vacant upon his death, resignation, removal from office in any manner authorized by law, or forfeiture of his office.

   ii. Forfeiture of Office. A councilman or the mayor shall forfeit his office if he:

      a. lacks at any time during his term of office any qualification for the office prescribed by this Charter or by law;

      b. Is convicted of a crime involving moral turpitude;

      c. or Fails to attend three (3) consecutive regular council meetings without being excused by the council.

   iii. Filling of Vacancies. When any vacancy occurs on the council for any reason, a special election shall be ordered as soon as practicable and shall be held in accordance with the Texas Election Code; and further providing that, if such vacancy occurs within 90 days of the Next Regular Election, the Council shall not appoint a replacement but if such vacancy occurs at a time greater than 90 days of the next Regular Election, the Council shall appoint a replacement. (Revised May 9, 2009)

i. **City of Round Rock**

   i. Vacancies: The office of a Council member or office of the Mayor shall become vacant upon his or her death, resignation, removal from office in any manner authorized by law, or forfeiture of his or her office.

   ii. Forfeiture of Office: If the Mayor or any Council member:

      a. fails to maintain the qualifications as required in Sections 3.02 and 5.02 herein;

      b. has been found by at least a 2/3 vote of the City Council to have violated any express prohibition of this Charter;

      c. is convicted of a crime involving moral turpitude; or

      d. fails to attend three (3) consecutive regular City Council meetings without being excused by the City Council,

   iii. The City Council shall, at its next regular meeting, declare the office to be vacant and shall fill such vacancy as set forth in Subsection (c) below of this Section 3.06.

   iv. Filling of Vacancies: When any vacancy or vacancies shall occur on the City Council, a special election shall be called in accordance with state law to fill the vacancy or vacancies in the same manner as described herein for regular elections. (Charter amendment approved by voters November 6, 1979; April 5, 1986; January 20, 1996)

3. **Does the Charter provide for recall, referendum, initiative?**

   a. **City of Georgetown**

      i. Sec. 4.07 – Recall of City Officials. The people of the City reserve the power to recall any elected officer of the City of Georgetown, on the grounds of incompetence, misconduct, or malfeasance in office, and may exercise such power by filing a petition, as described herein, with the City Secretary. A petition to recall the Mayor only shall be, signed by registered voters of the City equal in number to at least fifteen (15) percent of the number of all of the registered voters in the City at the time of the last regular municipal election, demanding the removal of the Mayor. The petition shall be signed and verified as required by this Charter's provisions and State law. A petition to recall a Council member shall be signed only by the registered voters of the single member council district that the Council member represents, and the signatures must be equal in number to at least fifteen (15) percent of the number of registered voters residing in that council district at the time of the last regular municipal election, demanding the removal of their specific Councilmember. The petition shall be signed and verified as required by this Charter's provisions and State law. In the case of an election to recall the Mayor, any registered voter residing within the City may cast a ballot on the issue of the Mayor's recall. In the case of an election to recall a Council member, only registered voters residing within the single member council district represented by the Council member sought to be recalled may cast a ballot on the issue of their Council member's recall. (Res. No. 050603-B, 5-3-03)

Editor's note— An amendment of May 3, 2003, amended § 4.07 in its entirety to read as herein set out. Formerly, § 4.07 pertained to the power of recall and derived from original codification.

ii. Sec. 4.02. - Power of referendum. The people reserve the power to approve or reject at the polls any legislation enacted by the Council which is subject to the initiative process under this Charter, except that ordinances authorizing the issuance of bonds (either tax bonds or revenue bonds), whether original or refunding bonds, shall not be subject to such referendum. Prior to or within thirty (30) days after the effective date of any ordinance which is subject to referendum, a petition signed by qualified voters of the City equal in number to at least fifteen (15) per cent of the qualified voters in the last municipal election but not less than two hundred fifty (250) qualified voters of the City may be filed with the City Secretary requesting that any such ordinance be either repealed or submitted to the vote of the people. When such a petition has been certified as sufficient by the City Secretary, the ordinance specified in the petition shall not go into effect, or if it shall have gone into effect, then further action there under shall be suspended until and unless it is approved by the voters as herein provided. (Ord. No. 86-12, Amend. No. 18, 2-25-86)

iii. Sec. 4.01. - Power of initiative. The people of the City reserve the power of direct legislation by initiative, and in the exercise of such power may propose any ordinance, except ordinances appropriating money or levying taxes, or ordinances repealing ordinances appropriating money or levying taxes, not in conflict with this Charter, the State Constitution, or the State laws. Any initiated ordinance may be submitted to the Council by a petition signed by qualified voters of the City, equal in number to at least fifteen (15) per cent of the qualified voters of the City in the last municipal election, but not less than two hundred fifty (250) qualified voters of the City.

b. City of Temple

i. Section 5.1. SCOPE OF RECALL: Any member of the City Council, whether elected to office by the registered voters of the City or elected by the City Council to fill a vacancy, shall be subject to recall and removal from office by the registered voters of the City as provided in this article.

ii. Section 6.3. REFERENDUM: If, prior to the date when an ordinance or resolution shall take effect, or within thirty days after the publication of same, a petition signed and verified as required for recall petition in Article 5 and by Section 6.2 (a) hereof, by the registered voters of the City equal in number to twenty per cent of the total registered voters of the City, as shown by its latest registered voter list, shall be filed with the City Secretary, protesting against the enactment or enforcement of such ordinance or resolution, it shall be suspended from taking effect and no action theretofore taken under such ordinance or resolution shall be legal and valid. Immediately upon the filing of such petition, the City Secretary shall do all things required by Section 6.2 (a) of this Article. Thereupon the City Council shall immediately re-consider such ordinance or resolution, and if it does not entirely repeal the same, shall submit it to popular vote at the next municipal election, or the City Council may, in its discretion, call a special election for that purpose; and such ordinance or resolution shall not take effect unless a majority of the registered voters voting thereon at such election shall vote in favor thereof.

iii. Section 6.2. INITIATIVE: The initiative shall be exercised in the following manner:

1. PETITION: A petition signed and verified in the manner and form required for recall petition in Article 5 by registered voters equal to twenty per cent of the total registered voters of the City, as shown by its latest voter registration list, accompanied by the proposed legislation or measure in the form of a proposed ordinance or resolution, which must be written or printed, and requesting that such ordinance or resolution be submitted to a vote of the registered voters, if not passed by the City Council, shall be filed with the City Secretary.
2. CERTIFICATE: Within twenty days after filing of such petition the City Secretary shall certify the number of registered voters residing in the City, as shown by its latest registered voter list, and the number of signers of such petition, and shall present said certificate, petition and proposed ordinance or resolution, to the City Council.
3. ACTION UPON PETITION BY CITY COUNCIL: Upon presentation to it of the certificate, petition and draft of proposed ordinance or resolution, as in this Charter provided, it shall become the duty of the City Council, within ten days after the receipt thereof, except as otherwise provided, in this Charter, to pass and adopt such ordinance or resolution without alteration or submit same to popular vote at a special election to be held not less than forty-five days nor more than sixty days from the date of such presentation; provided, however, that if any other municipal election is to be held within sixty days after the filing of the petition, said proposed ordinance or resolution shall be submitted without alteration to the registered voters of the City at such election.

c. **City of Cedar Park**

i. Section 6.08 Power of Recall - The people of the City reserve the power to recall any elected officer of the City and may exercise the power by filing with the City Secretary a petition signed by qualified voters of the City equal in number to at least ten percent (10%) of all qualified voters of the City, demanding the removal of the elected officer. The petition shall be signed and verified as required for an initiative petition.

ii. SECTION 6.02 Power of Referendum- The people of the City reserve the power to approve or reject at the polls any City Council legislation which is subject to the initiative process under this Charter, except that ordinances authorizing the issuance of either tax or revenue bonds, whether original or refunding bonds, annexing land, pertaining to state-designated municipal governmental functions, City budget, capital programs, or emergency appropriations, and zoning ordinances shall not be subject to referendum. The people may by petition require voter approval of an ad valorem tax increase as provided by the laws of the State of Texas. In the further exercise of the power of referendum, a petition signed by qualified voters of the City equal in number to ten percent (10%) of all qualified voters of the City may be filed with the City Secretary requesting that an existing ordinance be either repealed or submitted to a vote of the people. When such a petition has been certified as accurate and sufficient by the City Secretary, all action authorized by the specified ordinance shall be suspended until said ordinance has been approved by the voters as herein provided.

iii. SECTION 6.01 Power of Initiative - The people of the City reserve the power of direct legislation by initiative, and in the exercise of that power, may propose any ordinance, except ordinances appropriating money, levying taxes, annexing land, pertaining to state-designated municipal governmental functions, City budget, capital programs, or emergency appropriations, or zoning ordinances or ordinances repealing ordinances appropriating money, levying taxes, annexing land, pertaining to state-designated municipal governmental functions, City budget, capital programs, or emergency appropriations, or zoning ordinances not in conflict with this Charter or the Constitution or laws of the State of Texas. Any initiated ordinance may be submitted to the Council by a petition signed by qualified voters of the City equal in number 10 at least ten percent (10%) of all qualified voters of the City.

d. **City of Hutto**

i. SECTION 6.01 SCOPE OF RECALL - Any elected City official, whether elected to office by the qualified voters of the City or appointed by the City Council to fill a vacancy, shall be subject to recall and removal from the office by the qualified voters of the City.

ii. SECTION 6.04 FORM OF RECALL PETITION - The recall petition mentioned above must be addressed to the City Council of the City of Hutto, must distinctly and specifically state the ground(s) upon which such petition for removal is predicated, and, if there be more than one ground, such as for violation of the ethics ordinance, noncompliance with this Charter, misconduct or indictment for crimes of moral turpitude in office, shall specifically state each ground with such certainty as to give the officer sought to be removed, notice of such matters and things with which he or she is charged. Recall petition papers provided by the person performing the duties of City Secretary shall be in form substantially as follows: We the undersigned qualified voters of the City of Hutto hereby demand the question of removing (Name of Person) from the office of (Name of Office) be submitted to a vote of the qualified voters of the City.

iii, Referendum - The qualified voters of the City shall have power to require reconsideration by the City Council of any adopted ordinance and, if the City

Council fails to repeal an ordinance so reconsidered, to approve or reject it at a City election, provided that such power shall not extend to the budget or capital program or any emergency ordinance or ordinance relating to appropriation of money or levy of taxes, or applicable to zoning, or to bonds issued pursuant to the authority of an election or elections theretofore held.

i. Initiative - The qualified voters of the City shall have power to propose ordinances to the City Council, except ordinances appropriating money or levying of taxes, or applicable to zoning, not in conflict with this Charter, the state Constitution, or the state laws; and, if the City Council fails to adopt an ordinance so proposed, to adopt or reject it at a City election.

e. **City of Bastrop**

i. Section 10.07 Power of Recall - The people of the City reserve the power to recall the Mayor or any other member of the Council and may exercise such power by filing with the City Secretary a petition, signed by qualified voters of the City equal in number to at least twenty-five (25) percent of the number of registered voters residing in the City at the time of the last regular municipal election of the City demanding the removal of the Mayor or other member of the Council. The petition shall be signed and verified in the manner required for an initiative petition, shall contain a general statement of the grounds upon which the removal is sought and one of the signers of each petition paper shall make an affidavit that the statements made therein are true.

ii. Section 10.02 Power of Referendum - The people of the City reserve the power to approve or reject at the polls any legislation enacted by the Council which is subject to the initiative process under this Charter. Within thirty (30) days after the final adoption or publication, whichever date is later, of any ordinance which is subject to referendum, a petition, signed by registered voters of the city equal in number to at least twenty (20) percent of the number of registered voters residing in the City at the time of the last regular City election, may be filed with the City Secretary requesting that any such ordinance be either repealed or 22 submitted to a vote of the people. When such a petition has been certified as sufficient by the City Secretary, the ordinance so specified in the petition shall not go into effect, or further action there under shall be suspended if it shall have gone into effect, until and unless it is approved by the voters as herein provided.

iii. Section 10.01 Power of Initiative - The people of the City reserve the power to direct legislation by initiative and, in the exercise of such power, may propose any ordinance not in conflict with this charter or state law, except an ordinance appropriating money or authorizing the levy of taxes or an ordinance repealing an ordinance appropriating money or levying taxes. Any initiated ordinance may be submitted by a petition signed by registered voters of the city equal in number to at least twenty (20) percent of the number of registered voters residing in the city at the time of the last regular city election. Sections 10.01 through

i. 10.11 Initiative, Referendum and Recall - Charter provides that: through the submission of valid petitions to the Council, citizens may call for the adoption of ordinances (initiative), for the repeal of ordinances (referendum) and for the removal of members of the Council (recall.) Current operation provides for: no such processes.

f. **City of Pflugerville**

i. Section 6.01. Scope of Recall - Any elected city official, whether elected to office or appointed by the city council to fill a vacancy, shall be subject to recall and removal from office by the qualified voters of the city. Section 6.02. Recall Petition Required. Before submitting the question of recalling an official to the voters, a petition, signed by at least ten percent of the qualified voters of the city registered to vote at the last regular city election and demanding the question be submitted, shall be filed with the city secretary. Each person signing the petition shall personally sign his own name in ink or indelible pencil and the petition shall include each signer's voter's registration number, name, residence address and the date of signing. The petition shall contain a general statement of the grounds for which removal is sought.

ii. Initiative: The qualified voters of the city shall have the power to propose ordinances to the city council that are not in conflict with this charter, state law, or the state constitution, but this power shall not extend to ordinances appropriating money, levying taxes, or relating to zoning. If the city council fails to adopt the proposed ordinance, the voters may approve or reject it at a city election.

iii. Referendum: The qualified voters of the city shall have the power to require council reconsideration of any adopted ordinance, but this power does not extend to an ordinance relating to appropriation of money, levy of taxes, or zoning; nor does referendum authority extend to the budget, the capital program, an emergency ordinance, or bonds issued pursuant to an election. If the council fails to repeal an ordinance so reconsidered, the voters may approve or reject it at a city election.

iv. Nonbinding referendum: The qualified voters of the city may petition the council to hold a nonbinding referendum election on any issue that affects the city, but this power does not extend to an ordinance relating to appropriation of money, levy of taxes, zoning, the budget, the capital program, an emergency ordinance, or bonds issued pursuant to another election. The city council is not required to call an election if a petition for a nonbinding referendum is submitted. The city council may call a nonbinding referendum election on any issue on its own motion.

g. **City of Leander**

i. Section 6.11. Power of Recall - The people of the city reserve the power to recall any elected city officer and may exercise the power by filing with the city secretary a petition signed by qualified voters of the city equal in number to at least ninety percent (90%) of the number of votes cast in the last general city election, demanding the removal of the elected officer. The petition shall be signed and verified as required for an initiative petition and a separate petition must be filed for each officer being recalled.

ii. 6.02. Initiative - Subject only to the limitations provided in this Article, the people of the city shall have the power to propose legislation on any local government issue, except legislation appropriating money, levying taxes, affecting zoning, annexing land, or setting rates, fees or charges, and, if the council fails to adopt an ordinance so proposed, to adopt or reject the proposed legislation at an election.

iii. Section 6.03. Referendum - The people of the city shall have the power to require reconsideration by the council of any adopted ordinance regarding any issue that would be a proper subject for an initiative, and if the council fails to repeal an ordinance so reconsidered, to approve or reject the ordinance at an election. Such power shall not extend to the budget; capital expenditures; levy of taxes; any bonds, certificates of obligation or any similar obligations; zoning; annexation; or any rates, fees and charges; provided that tax increases shall be subject to petition as provided by state law.

h. **City of Elgin**

i. Section 3: Power of Recall - The mayor or any member of the council, whether elected or appointed, may be removed from office by recall.

ii. SECTION 1: POWER IS INITATIVE - The qualified and registered voters shall have the power to propose any ordinance, and to adopt or reject the same as the polls, except an ordinance appropriating money or authorizing the levy of taxes or issuing bonds, or an ordinance affecting zoning, or an ordinance relating to employee personnel matters concerning hiring, termination of employment, or compensation; such power being known as initiative. Such ordinances may be passed by the council without change or submitted to the voters at an election called for that purpose.

i. SECTION 2: POWER OF REFERENDUM - The qualified and registered voters shall have power to approve or reject at the polls any ordinance passed by the council, or submitted by the council to a vote of the electors, such power being known as referendum. The qualified and registered voters of the city shall have power to require reconsideration by the council of any ordinance, within thirty (30) days of its adoption, and if the council fails to repeal an ordinance so considered, to approve or reject it at a city election, provided that such power shall not extend to the budget or capital program or ordinance relating to appropriation of money, or levy of taxes, or to bonds, or ordinance affecting zoning, or an ordinance relating to employee personnel matters concerning hiring, termination of employment or compensation, or as to any subject of municipal legislation which has been established by the court of this state not to be subject to the power of referendum.

i. **City of Round Rock**

i. SECTION 6.01 SCOPE OF RECALL - Any elected City official, whether elected to office by the qualified voters of the City or appointed by the City Council to fill a vacancy, shall be subject to recall and removal from the office by the qualified voters of the City. (Charter amendment approved by voters November 6, 1979; January 20, 1996).

ii. Referendum - The qualified voters of the City shall have power to require reconsideration by the City Council of any adopted ordinance and, if the City Council fails to repeal an ordinance so reconsidered, to approve or reject it at a City election, provided that such power shall not extend to the budget or capital program or any emergency ordinance or ordinance relating to appropriation of money or levy of taxes, or applicable to zoning, or to bonds issued pursuant to the authority of an election or elections theretofore held.

iii. Initiative - The qualified voters of the City shall have power to propose ordinances to the City Council, except ordinances appropriating money or levying of taxes, or applicable to zoning, not in conflict with this Charter, the state Constitution, or the state laws; and, if the City Council fails to adopt an ordinance so proposed, to adopt or reject it at a City election.

4. Qualifications to hold office or run for office.

a. **City of Georgetown**
   i. Twenty-one (21) years of age
   ii. Citizen and qualified voter of the State of Texas and the City of Georgetown
   iii. A resident of the Council District the member would be representing for a period of twelve (12) months as of the last legal date for filing.
   iv. No member of the Council shall hold any other office or employment under the City Government while a member of said Council
   v. Nor hold any paid employment under the City Government within two (2) years thereafter.
   vi. A member of the Council ceasing to reside in the City shall immediately forfeit that office.

b. **City of Temple**
   i. Each member of the City Council shall be a resident of the City, and, where applicable, of the district in which elected, and shall remain a resident of the district in which elected during the term to which elected,
   ii. As well as a registered voter therein,
   iii. Shall have been such resident citizen of the district in which elected for a period of not less than six (6) months and of the City for a period of not less than one (1) year immediately preceding the date of election;
   iv. Provided, however, that any registered voter who shall have been a resident for a period of one year, immediately preceding the date of election, of territory not formerly within the corporate limits of the City but which territory is annexed under the provisions of the law, shall be eligible for election to either the City wide office or in the district to which the annexed territory, in which said person resides, is added.

c. **City of Cedar Park**
   i. In addition to any qualifications prescribed by law, the Mayor and each Council member shall meet the conditions of SECTION 5.02 while in office, and shall reside within the City while in office.
      1. **SECTION 5.02 Filing for Office** Eligibility to File. Each candidate for an elective city office shall meet the following qualifications:
         a. Shall be a registered voter of the City and at least eighteen (18) years of age.
         b. Shall have resided within the corporate limits of the City, including territory annexed prior to the filing deadline, for at least the twelve (12) months immediately proceeding the last day for filing for that elective office.
         c. Shall have paid a filing fee of fifty dollars ($50.00) or tendered a petition signed by the greater of twenty-five (25) qualified voters

residing in the City or one-half of one percent (0.5%) of the total votes received by all candidates for Mayor in the last mayoral election, with each signatory thereto providing their printed name, residential address, date of birth, signature, and date of signing.

d. An incumbent seeking re-election must file for the same position number presently held.

e. No candidate may file for more than one office or position number per election.

f. No employee of the City shall continue in such position after filing for an elective office of the City.

g. An elected official filing for any office other than the office presently held, shall resign from such presently held office at least forth-five (45) days prior to the election.

d. City of Hutto

i. In Addition to any other qualifications prescribed by law, the Mayor and each Council member shall meet the conditions of Section 5.02 while in office and shall reside within the City while in office. Each Candidate for an elective City office shall meet the following qualifications:

a. Be a registered voter of the City;

b. Have resided for at least twelve (12) months preceding the election within the corporate limits of the City, including territory annexed prior to the filing deadline;

c. Not be in arrears in the payment of any taxes or other liabilities due the City. "In arrears" is defined herein to mean that payment has not been received within ninety (90) days from due date;

d. Be at least eighteen (18) years of age at the time of filing.

ii. Additional restrictions. In addition to the foregoing qualifications, the following restrictions shall apply:

a. An incumbent seeking reelection must file for the same position number presently serving unless filing for the office of Mayor.

b. No candidate may file for more than one office or position number per election.

c. No employee of the City shall continue in such position after filing for an elective office of the City.

d. No candidate shall be placed on the ballot unless his or her application is accompanied by either (I) a filing fee of fifty dollars ($50.00), or (2) a petition signed by qualified voters residing in the City equal in the number to the greater of: (a) twenty-five, or (b) one-half of one percent of the total vote received by all candidates for mayor in the most recent mayoral regular election. The signed petition shall be filed with the City Secretary, together with the candidate's sworn application. Each signer next to his or her signature shall indicate the signer's date of birth, date of signing, the signer's printed name, and the street address of his or her place of residence, including the county of residence.

e. **City of Bastrop**
   i. Each of the six Council Members, at the time of filing of his/her application for a place upon the ballot, shall be a registered voter in the State of Texas;
   ii. Shall be resident of the City and shall have resided within the corporate limits of the City for least one year preceding the election at which he/she is a candidate;
   iii. Shall not have been convicted of a felony criminal offense or a crime involving moral turpitude; and shall not be in violation of any other provision in this Charter.

a. **City of Pflugerville**
   i. In addition to any qualifications for holding office prescribed by law, the members of the council shall reside within the city and shall meet the conditions of section 5.02 of this charter while in office.
      1. Section 5.02 Filing for Office
         a. Eligibility: A candidate for elective city office shall be a registered voter of the city who for at least twelve months prior to the election has resided within the corporate limits of the city, including territory annexed prior to the filing deadline.
         b. Limitations: No candidate may file for more than one office or council place at the same election. A city employee seeking city elective office is deemed to have resigned from city employment immediately upon filing for a place on the ballot.

b. **City of Leander**
   i. The mayor and councilmembers shall, on the day prior to the date of the scheduled election to be held for such office, be citizens of the United States; qualified voters of the city;
   ii. Residents of the city, or an area having been annexed into the city, for at least twelve (12) consecutive months immediately prior to the date of the election;
   iii. Be twenty-one (21) years of age or older; and not be delinquent on any indebtedness to the city.
   iv. No city employee shall be eligible to file for the office of mayor or councilmember and no member of the city council shall hold any other elective public office.
   v. If any member of the council ceases to possess any of the qualifications of office, or shall be finally convicted of a crime involving moral turpitude, his/her office shall, upon such fact being determined by the council, immediately become vacant;
   vi. provided that if the residence of a member of council is disannexed, the member shall serve the remainder of his or her term of office.

c. **City of Elgin**
   i. In addition to any other qualifications prescribed by law, the mayor and each council member shall meet the conditions of Article III of this Charter while in office, and shall reside within the city while in office.
      1. Article III – Section 2: Filing for Office

a. Eligibility to File. Candidates for an elective city office shall meet the following qualifications. Shall be a qualified voter o the city.
b. Candidates for mayor shall reside for at least twelve (12) months immediately preceding the election within the corporate limits of the city, including territory annexed prior to the filing deadline.
c. Candidates for council shall reside for at least (12) months immediately preceding the election within the corporate limits of the city, including territory annexed prior to the filing deadline.
d. An incumbent councilmember may not file for mayor until after tendering a resignation to the City Secretary prior to filing his/her application for Mayor.
e. No candidate's name may appear on the ballot for more than one (1) position per election.

l. **City of Round Rock**

i. In addition to any other qualifications prescribed by law, the Mayor and each Council member shall meet the conditions of Section 5.02 while in office, and shall reside within the City while in office. (Charter amendment approved by voters January 20, 1996)
    1. Section 5.02 Filing for Office:
        a. Eligibility to File. Each Candidate for an elective City office shall meet the following qualifications.
        b. Be a registered voter of the City;
        c. Have resided for at least twelve (12) months preceding the election within the corporate limits of the City, including territory annexed prior to the filing deadline; and
        d. Not be in arrears in the payment of any taxes or other liabilities due the City. "In arrears" is defined herein to mean that payment has not been received within ninety (90) days from due date.
    2. Additional restrictions. In addition to the foregoing qualifications, the following restrictions shall apply:
        a. In incumbent seeking reelection must file for the same position number presently serving.
        b. No candidate may file for more than one office or position number per election.
        c. No employee of the City shall continue in such position after filing for an elective office of the City.
        a. No candidate shall be placed on the ballot unless his or her application is accompanied by either (1) a filing fee of fifty dollars ($50.00), or (2) a petition signed by qualified voters residing in the City equal in the number to the greater of: (a) twenty-five, or (b) one-half of one percent of the total vote received by all candidates for mayor in the most recent mayoral regular election. The signed petition shall be filed

with the City Secretary, together with the candidate's sworn application. Each signer next to his or her signature shall indicate the signer's date of birth, date of signing, the signer's printed name, and the street address of his or her place of residence, including the county of residence. (Charter amendment approved by voters November 6, 1979; January 20, 1996; May 6, 2000)

5. Does the Charter provide for term limits?

a. **City of Georgetown**
   i. No
b. **City of Temple**
   i. No
c. **City of Cedar Park**
   i. No
d. **City of Hutto**
   i. No
e. **City of Bastrop**
   i. Yes (Section 3.02)
f. **City of Pflugerville**
   i. Yes (Section 3.02)
g. **City of Leander**
   i. No
h. **City of Elgin**
   i. No
i. **City of Round Rock**
   i. No

6. Is the Mayor elected at large?

a. **City of Georgetown**
   i. Yes
b. **City of Temple**
   i. Yes
c. **City of Cedar Park**
   i. Yes
d. **City of Hutto**
   i. Yes
e. **City of Bastrop**
   i. Yes
f. **City of Pflugerville**
   i. Yes
g. **City of Leander**
   i. Yes
h. **City of Elgin**
   i. Yes
i. **City of Round Rock**
   i. Yes

ELECTIONS 2018

Tuesday, March 6 –Republican and Democratic Primary Elections

First Day of Early Voting	Tuesday, February 20, 2018
Last Day of Early Voting	Friday, March 2, 2018

Saturday, May 5, 2018– Uniform Election Date (Schools and Cities)

First Day of Early Voting	Monday, April 23, 2018
Last Day of Early Voting	Tuesday, May 1, 2018

Tuesday, May 22, 2018 – Primary Run-off Election

First Day of Early Voting	Monday, May 14, 2018
Last Day of Early Voting	Friday, May 18, 2018

Tuesday, November 6, 2018 – Uniform Election Date

First Day of Early Voting	Monday, October 22, 2018
Last Day of Early Voting	Friday, November 2, 2018

City Council Meeting
September 28, 2017
Agenda Item Transmittal

Agenda Item #: **21**

Agenda Title: Consider approving Resolution R17-18 nominating candidate(s) to the Board of Directors for the Williamson Central Appraisal District.

Council Action to be taken: Approve Resolution as presented

Initiating Department: City Administration

Staff Contact: **Isaac D. Turner, City Manager**

1. INTRODUCTION/PURPOSE

Alvin Lankford, Chief Appraiser of the Williamson Central Appraisal District, is requesting nominations by Resolution for one candidate for each position to be filled on the board of directors. There are five positions and the City of Taylor has 35 votes.

2. DESCRIPTION/ JUSTIFICATION

The local property tax system follows the principle of checks and balances. An appraisal district board of directors hires the chief appraiser, sets the budget and appoints the appraisal review board members. The directors have no authority to set values or appraisal methods. The chief appraiser carries out the appraisal district's legal duties, hires the staff, makes the appraisals and operates the appraisal office.

In 2013 the City nominated Ms. Deborah Hunt who is not seeking reelection this year. The current board members are:

Chairman	Harry Gibbs
Vice-Chairman	Deborah Hunt
Secretary	Cecilia M. Crowley
Board Member	Rufus Honeycutt
Board Member	Charles Chadwell
Board Member	Larry Gaddes

As stated above, we are allotted 35 votes based upon our percentage of the total of all county taxing entities' tax levy. Taylor ISD gets 65 votes, Round Rock ISD gets 1315 votes, Leander ISD: 775 votes, Georgetown ISD 485 votes, etc.

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

Nominations are due before October 15.

5. RECOMMENDATION

Discuss and make recommendation or not. Nominations are not mandatory. You may still vote on the nominations that will be presented to you at the time of the election.

The Taylor ISD has opted to not make a nomination this year.

6. REFERENCE FILES

21a. WCAD information packet
21b. Resolution R17-18

WCAD Williamson Central Appraisal District

CEAA IAAO CERTIFICATE OF EXCELLENCE IN ASSESSMENT ADMINISTRATION

"We will provide quality service with the highest standards of professionalism, integrity and respect. We will uphold these standards while providing an accurate, fair and cost-effective appraisal roll in compliance with the laws of the State of Texas."

Dear Sir of Madam,

According to Section 6.03(e) of the Texas Property Tax Code I am notifying you of the number of votes to which your unit is entitled in the election of the Board of Directors for the Williamson Central Appraisal District.

Also included is a brief outline of the election procedures in order to assist you in your scheduling of the required actions. A description of eligibility requirements and a listing of additional taxing units is also included.

Nominations must be made by resolution and returned to me before **October 15, 2017**. A sample resolution has been provided for your review. We ask that the general information sheet be completed for each nomination. For your information, the following current Board of Director members are willing to serve again: ***Harry Gibbs, Rufus Honeycutt and Charles Chadwell***. Deborah Hunt is undecided at this time and Cecilia Crowley has indicated she will not be running for re-election.

If you have any questions, or if I can be of assistance, please feel free to call.

With Kindest Regards,

Alvin Lankford

Alvin Lankford
Chief Appraiser

ARL/cam

Links (also included in email):

- *Election Votes*
- *Election Procedures*
- *Election Requirements*
- *Additional Taxing Jurisdiction Listing*
- *Sample Resolution*
- *General Information Sheet*

625 F.M. 1460, Georgetown, Texas 78626
(512) 930-3787 www.wcad.org

2017
Board Election Votes

Taxing Jurisdiction	Number of Votes		Taxing Jurisdiction	2016 Levy	%	x 1,000		x 5
City of Austin	125		City of Austin	$ 29,059,829	0.025280203	25.2802	25	125
City of Bartlett	0		City of Bartlett	$ 159,500	0.000138755	0.138755	0	0
City of Cedar Park	145		City of Cedar Park	$ 33,081,532	0.028778829	28.77883	29	145
City of Coupland	0		City of Coupland	$ 41,037	0.000035700	0.0357	0	0
City of Florence	0		City of Florence	$ 299,558	0.000260596	0.260596	0	0
City of Georgetown	110		City of Georgetown	$ 25,467,735	0.02215531	22.15531	22	110
City of Granger	0		City of Granger	$ 387,810	0.00033737	0.33737	0	0
City of Hutto	35		City of Hutto	$ 7,601,383	0.00661272	6.61272	7	35
City of Jarrell	5		City of Jarrell	$ 547,928	0.000476663	0.476663	1	5
City of Leander	75		City of Leander	$ 17,690,260	0.015389401	15.3894	15	75
City of Liberty Hill	5		City of Liberty Hill	$ 934,814	0.000813229	0.813229	1	5
City of Pflugerville	0		City of Pflugerville	$ 72,737	6.32766E-05	0.063277	0	0
City of Round Rock	205		City of Round Rock	$ 47,464,739	0.041291304	41.2913	41	205
City of Taylor	35		City of Taylor	$ 7,759,269	0.00675007	6.75007	7	35
City of Thorndale	0		City of Thorndale	$ 346,590	0.000301512	0.301512	0	0
City of Thrall	0		City of Thrall	$ 149,884	0.00013039	0.13039	0	0
City of Weir	0		City of Weir	$ 63,642	5.53648E-05	0.055365	0	0
Bartlett ISD	0		Bartlett ISD	$ 533,762	0.000464339	0.464339	0	0
Burnet ISD	0		Burnet ISD	$ 104,526	9.09308E-05	0.090931	0	0
Coupland ISD	5		Coupland ISD	$ 621,232	0.000540432	0.540432	1	5
Florence ISD	15		Florence ISD	$ 3,681,949	0.003203061	3.203061	3	15
Georgetown ISD	485		Georgetown ISD	$ 111,420,883	0.096929082	96.92908	97	485
Granger ISD	5		Granger ISD	$ 1,553,018	0.001351027	1.351027	1	5
Hutto ISD	170		Hutto ISD	$ 38,880,304	0.033823391	33.82339	34	170
Jarrell ISD	55		Jarrell ISD	$ 12,804,618	0.011139203	11.1392	11	55
Leander ISD	775		Leander ISD	$ 178,153,939	0.154982595	154.9826	155	775
Lexington ISD	0		Lexington ISD	$ 25,571	2.22453E-05	0.022245	0	0
Liberty Hill ISD	110		Liberty Hill ISD	$ 25,708,053	0.022364371	22.36437	22	110
Pflugerville ISD	0		Pflugerville ISD	$ 148,828	0.000129471	0.129471	0	0
Round Rock ISD	1315		Round Rock ISD	$ 302,087,137	0.262796596	262.7966	263	1315
Taylor ISD	65		Taylor ISD	$ 14,542,419	0.01265098	12.65098	13	65
Thorndale ISD	10		Thorndale ISD	$ 1,731,329	0.001506146	1.506146	2	10
Thrall ISD	15		Thrall ISD	$ 2,921,032	0.002541112	2.541112	3	15
Williamson Co. & FM/RD	1075		Williamson Co. & FM/RD	$ 246,694,749	0.214608741	214.6087	215	1075
Austin Community College	155		Austin Community College	$ 35,597,209	0.030967308	30.96731	31	155
EWC Higher Ed Center	5		EWC Higher Ed Center	$ 1,170,519	0.001018277	1.018277	1	5
Total	**5000**			$ 1,149,509,326	1	1000	1000	5000

Board of Directors Election Procedures

Excerpts from Texas Property Tax Code Section 6.03 Board of Directors

(e) The chief appraiser shall calculate the number of votes to which each taxing unit other than a conservation and reclamation district is entitled and shall deliver written notice to each of those units of its voting entitlement before October 1 of each odd-numbered year. The chief appraiser shall deliver the notice:

(1) to the county judge and each commissioner of the county served by the appraisal district;

(2) to the presiding officer of the governing body of each city or town participating in the appraisal district, to the city manager of each city or town having a city manager, and to the city secretary or clerk, if there is one, of each city or town that does not have a city manager; and

(3) to the presiding officer of the governing body of each school district participating in the district and to the superintendent of those school districts.

(g) Each taxing unit other than a conservation and reclamation district that is entitled to vote may nominate by resolution adopted by its governing body one candidate for each position to be filled on the board of directors. The presiding officer of the governing body of the unit shall submit the names of the unit's nominees to the chief appraiser before October 15.

(j) Before October 30, the chief appraiser shall prepare a ballot, listing the candidates whose names were timely submitted under Subsection (g), alphabetically according to the first letter in each candidate's surname, and shall deliver a copy of the ballot to the presiding officer of the governing body of each taxing unit that is entitled to vote.

(k) The governing body of each taxing unit entitled to vote shall determine its vote by resolution and submit it to the chief appraiser before December 15. The chief appraiser shall count the votes, declare the five candidates who receive the largest cumulative vote totals elected, and submit the results before December 31 to the governing body of each taxing unit in the district and to the candidates.

BOARD OF DIRECTORS
Requirments

The Williamson Central Appraisal District is governed by a Board of five Directors.

Eligibility

To be eligible to serve on the Board, an individual must be a resident of the district and must have resided in the district for at least two years immediately preceding the date of appointment.

Section 6.035 of the Property Tax Code states an individual is ineligible to serve on an appraisal district Board of Directors if the individual owns property on which delinquent taxes have been owed to a taxing unit for more than 60 days after the date the individual knew or should have known of the delinquency unless:

(a) the delinquent taxes and any penalties and interest are being paid under an installment payment agreement
(b) a suit to collect the delinquent taxes is deferred or abated

An employee of a taxing unit participating in the appraisal district is not eligible to serve unless the individual is also a member of the governing body or an elected official of a taxing unit participating in the district *(see additional taxing jurisdictions listing attached).*

Section 6.035 of the Property Tax Code, effective September 1, 1989, bars a Board member from serving if the member is related to a person who operates for compensation as a tax agent or a property tax appraiser in the appraisal district.

Section 6.036 of the Property Tax Code, effective September 1, 1989, bars a person from serving on the Board if they contract with the appraisal district, or if they contract on a tax related matter with a taxing unit served by the appraisal district, or if they have a substantial interest in a business that contracts with the appraisal district or a taxing unit served by the appraisal district.

Term of Office

Members of the Board of Directors will serve two-year terms beginning in January of even numbered years.

Selection

Section 6.03 of the Property Tax Code establishes the selection process for Appraisal District Directors. Members of the Board are selected by certain taxing units participating in the district. An option of the Property Tax Code allows three-fourths of the voting units to increase the number of Directors. The taxing units of Williamson County have adopted a five member Board of Directors.

Vacancies on the Board

Section 6.03 of the Property Tax Code (Board of Directors) provides that in the event of a vacancy on the Board, the governing body of the taxing unit or units shall nominate a candidate. The Board of Directors shall elect by majority vote of its members one of the nominees to fill the vacancy.

Recall

Section 6.033 of the Property Tax Code (Recall of Director) provides that the governing body of a taxing unit that participated in the appointment of an individual to the Board may initiate the procedure for recall of its representative.

2018-2019
BOARD OF DIRECTORS ELECTION
GENERAL INFORMATION SHEET

Name: ______________________________
(Please print)

Home Address: ______________________________

____

Business Address: ______________________________

____

Home Phone: ____________________ **Email:** ____________________

Business Phone: ____________________

Cellular Phone: ____________________

IF ELECTED, where do you want to receive hand deliveries (when necessary)?

____

IF ELECTED, where do you want to receive mail? ____________________

____

IF ELECTED, do you want your address and phone number kept confidential?
Yes ☐ **No** ☐

Pursuant to Government Code Chapter 573:

1. **Is any relative of either you or your spouse employed by the Williamson Central Appraisal District in any capacity, or a member of the WCAD Appraisal Review Board?** **Yes** ☐ **No** ☐

   If yes:

   Relative's Name: ____________________

   Relative's Address: ____________________

   Degree of Relationship: ____________________

   WCAD Position: ____________________

   Note: An answer of "Yes" may disqualify you, depending on the relative's position and the degree of relationship.

(Continued on next page)

Pursuant to Section 6.03 of the Texas Property Tax Code:

2. **Are you a resident of Williamson County?** **Yes** ☐ **No** ☐

3. **How long, in years, have you resided in Williamson County?** _________

   Note: To be eligible to serve on a Board of Directors, an individual must have resided in the CAD for at least two years immediately preceding the date of taking office. This requirement does not apply to a County TAC serving as a non-voting Director.

4. **Are you an employee of a taxing unit in Williamson County?** *(This includes part-time employment. If you need a list of taxing units, please contact our office.)*
   Yes ☐ **No** ☐

5. **If you answered YES, are you also a member of the governing body or elected official of that taxing unit?** **Yes** ☐ **No** ☐

   Note: An employee of a taxing unit that participates in the CAD is not eligible to serve on the Board of Directors, unless that individual is also a member of the governing body of the taxing unit or an elected official of a taxing unit.

6. **Have you appraised property for compensation for use in proceedings or represented property owners for compensation in proceedings in Williamson County at any time within the preceding five years?** **Yes** ☐ **No** ☐

   Note: A person who has appraised property for compensation for use in proceedings or represented property owners for compensation in proceedings in the CAD at any time within the preceding five years is ineligible to serve on the Board of Directors.

_______________________________ _______________________________

Signature **Date**

RESOLUTION R17-18

A RESOLUTION OF THE CITY OF TAYLOR, TEXAS NOMINATING CANDIDATES TO THE WILLIAMSON COUNTY APPRAISAL DISTRICT BOARD OF DIRECTORS

WHEREAS, the City of Taylor is entitled to nominate candidates for each position to be filled on the Williamson County Appraisal District Board of Directors; and

WHEREAS, the Mayor is authorized to submit names of the nominees to the chief appraiser before October 15.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Taylor hereby nominates:

___________________________ ___________________________

___________________________ ___________________________

as a candidate(s) for the Williamson County Appraisal District Board of Directors.

PASSED and APPROVED by the City Council of the City of Taylor, Texas on the 28th day of September, 2017.

____
Brandt Rydell, Mayor

Attest:

____
Susan Brock, City Clerk

CERTIFICATE

STATE OF TEXAS

COUNTY OF WILLIAMSON

CITY OF TAYLOR

I, Susan Brock, being the current City Clerk of the City of Taylor, Texas, do hereby certify that the attached is a true and correct copy of Resolution R17-18, passed and approved by the Taylor City Council on the ________day of ____________, 2017, and such Resolution was duly passed and approved at a meeting open to the public and notices of the meeting, giving the date, place, and subject matter thereof, were posted as prescribed by Government Code Section551.043.

Witness my hand and seal of office this the _____________ day of _________, 2017.

____

Susan Brock, City Clerk

City Council Meeting
September 28, 2017

STRATEGIC PILLAR

☐ Streets/Infrastructure

☐ Quality of Life

☐ Economic Vitality

Agenda Item #:	**21**
Agenda Title:	Consider proposed future agenda topics and any items for future discussion**.**
Council Action to be taken:	Discuss possible future agenda items.
Initiating Department:	City Council
Staff Contact:	Mayor

1. PURPOSE/DESCRIPTION

Under this item, staff will be receiving input regarding future agenda items from you. This agenda item will be added as a routine matter on each of your upcoming agendas and will not be an action item unless specific items are listed for consideration. Staff will also be bringing potential agenda items before you at this time.

2. STAFF ANALYSIS AND RECOMMENDATION (Why and How)

3. FUNDING SOURCE

4. TIMELINE CONSIDERATIONS

Items are added to upcoming agendas as schedules allow.

5. OTHER OPTIONS (In order of preference)

6. ATTACHMENTS

22a. Continuous list of items

Topics still to be addressed:

Garcia:

- Animal Shelter Option 4 (Oct. 12. with Combined Strategic Facilities Master Plan)
- Moving council meetings from Thursday to Tuesday (Discuss Oct 12 with end of year meeting schedule)
- Pros and cons of merit pay (Nov. 9)
- Employee satisfaction survey ((Oct. 12)
- TEDC Board discussion (Oct. 26)
- Sidewalks (Oct. 12 with CSFM Plan)and lighting on Old Thorndale Road

Gonzales:

- Cemetery streets (Oct. 12 with CSFM Plan)

Lopez:

- Information on closed/executive session guidelines (Oct. 12)

Rydell:

- Historical preservation ordinance Task Force (update on Oct. 12)

City Council Meeting
September 28, 2017

STRATEGIC PILLAR

☐ Streets/Infrastructure

☐ Quality of Life

☒ Economic Vitality

Agenda Item #: **23**

Agenda Title: Executive Session. (Economic Development)

Council Action to be taken: Adjourn into Closed session.

Initiating Department: City Administration

Staff Contact: **Mayor**

1. PURPOSE/DESCRIPTION

The Taylor City Council will conduct a closed meeting under Section 551.087 of the Texas Government Code which allows such a closed meeting to discuss or deliberate regarding commercial and/or financial information on a business prospect that the City of Taylor, Texas, seeks to have locate, stay, or expand in or near the City of Taylor, Texas, and with which the City of Taylor, Texas, is conducting economic development negotiations and/or deliberate the offer of financial or other incentives to the business prospect.

2. STAFF ANALYSIS AND RECOMMENDATION (Why and How)

3. FUNDING SOURCE

4. TIMELINE CONSIDERATIONS

5. OTHER OPTIONS (In order of preference)

6. ATTACHMENTS

23a. Executive Session form

TAYLOR CITY COUNCIL
CERTIFIED AGENDA - EXECUTIVE SESSION

1. OPEN MEETING ANNOUNCEMENT

The City of Taylor City Council convened in Open Session, declared a quorum on September 28, 2017 and has posted an Official Agenda indicating the possible need for an Executive Session. The Council will now adjourn into Executive Session pursuant to the Texas Open Meetings Act, Government Code Section:

☐	551.071	To consult with its attorney regarding a matter in which the duty of the attorney to the City conflicts with the Open Meetings Act.
☐	551.072	To conduct deliberations regarding the purchase, exchange, lease, or value of real property.
☐	551.074	Regarding personnel matters
x	551.087	Regarding economic development negotiations and considering financial or other incentives to a business prospect that the City seeks to have locate in or near the City of Taylor.

Any action resulting from the Executive Session will be taken in Open Session immediately following the Executive Session.

2. BACK TO OPEN SESSION

The time is now ___________ and we will reconvene into Open Session. No action or vote was taken on any matter discussed in Executive Session.

CERTIFICATION

As Mayor of the City of Taylor, I do hereby certify that this Agenda of an Executive Session of the City Council is a true and correct record of the proceedings.

WITNESS my hand this the 28th day of September 2017.

____
Mayor