

AGENDA

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

SEPTEMBER 27, 2012, 6:00 P.M.

CALL TO ORDER AND DECLARE A QUORUM

INVOCATION

PLEDGE OF ALLEGIANCE

CITIZENS COMMUNICATION

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

CONSENT AGENDA

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

1. Approve minutes for September 13, 2012. (Susan Brock)
2. Approve Ordinance 2012-24 a request for a Specific Use Permit to place a manufactured home at 503 Simon Street. (John Elsdén)
3. Approve Ordinance 2012-29 regarding police officer and fire fighter assignment pay. (Chief Ekiss and Chief Ramsey)
4. Approve Ordinance 2012-30 amending the 2011/2012 fiscal year budget. (Jim Dunaway)
5. Approve Ordinance 2012-31 amending the Fee Schedule for city services. (Jim Dunaway)
6. Consider renewing contract with Williamson County Elections Division for election services. (Susan Brock)
7. Consider request from Mustang Creek Golf Course to extend agreement for reduced bulk water rates. (Jim Dunaway)
8. Concur with preliminary financials for August, 2012. (Alice Benjiman)

PROCLAMATION

9. Proclamation: National Night Out is October 2, 2012. (Mayor)
10. Proclamation: Arbor Day is October 20, 2012 (Mike De Vito)

PUBLIC HEARINGS/ORDINANCES

11. Consider and take action with respect to an ordinance authorizing the issuance of City of Taylor, Texas General Obligation Refunding Bonds, Series 2012, approving an official statement, a paying agent/registrar agreement, a bond purchase agreement and an escrow agreement; establishing the procedures for selling and delivering the bonds; and authorizing other matters relating to the bonds. (Jim Dunaway; Jennifer Douglas)
12. Conduct Public Hearing and consider introducing Ordinance 2012-23 regarding a specific use permit to install a small wind turbine energy system at 705 S. Doak Street. (John Elsdén)
13. Conduct a Public Hearing and consider introducing Ordinance 2012-25 regarding a request to rezone property in the vicinity of 913 W. 8th street from R-1 Single Family to D-Duplex to locate a duplex on this property. (John Elsdén)

REGULAR AGENDA; REVIEW/DISCUSS AND CONSIDER ACTION

14. Consider approving an interlocal agreement with the Tarrant County for cooperative purchasing services. (Chief Ekiss)

15. Consider renewing Taylor Chamber of Commerce Publicity and Tourism Agreement. (Jeff Straub)
16. Consider appointing members to the Tree Advisory Board. (Mike DeVito)
17. Consider awarding bid for the sale of property located on the south west corner of Vance Street and W. 5th legally described as Lot 5, Block 19 of the City of Taylor Addition. (Bob van Til)
18. Confirm City Manager appointment of Police Chief. (Jim Dunaway)
19. Update on Capital Improvement Projects. (Casey Sledge)

EXECUTIVE SESSION

20. **Executive Session I.** The Taylor City Council will conduct a closed executive meeting under Section 551.071 of the Texas Government Code in order to meet with its City Attorney on a matter in which the duty of the Attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas authorize and allow such a closed meeting and which Rules conflict with the Texas Open Meetings Act.
 - Legal issues associated with the Sloan Street project.
 - Noack WSC combined wholesale water contract.
21. **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 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 Eve
22. Consider action from Executive Session.

CONTINUE REGULAR AGENDA; REVIEW/DISCUSS AND CONSIDER ACTION

23. Consider approving a wholesale water agreement with the Noack Water Supply Corporation. (Jim Dunaway)

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. I certify that the notice of meeting was posted in the Taylor City Hall Lobby before 6:00 pm on September 24, 2012 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 Daily Press.

In compliance with the ADA the City Hall and Council Chambers are 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/Time 9/24/12
Susan Brock, City Clerk



City Council Meeting September 27, 2012 Agenda Item Transmittal

Agenda Item #: 1
Agenda Title: Approve minutes for September 13, 2012.
Council Action: Motion to approve or approve with corrections
Initiating Department: City Management/City Clerk
Staff Contact: Susan Brock, City Clerk

1. INTRODUCTION/PURPOSE

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

2. DESCRIPTION/ JUSTIFICATION

N/A

3. FINANCIAL/BUDGET

N/A

4. RECOMMENDATION

Approve as submitted or amend with changes noted.

5. REFERENCE FILES

1a. [Minutes, September 13, 2012.](#)

The City Council of the City of Taylor met on September 13, 2012, at City Hall, 400 Porter St., Taylor, Texas. Mayor Donald Hill declared a quorum and called the meeting to order at 6:00 p.m. with the following present:

Mayor Pro Tem, Chris Gonzales
Council Member Jesse Ancira
Council Member Chris Osborn
Council Member Brandt Rydell

City Manager, Jim Dunaway
Assistant City Manager, Jeff Straub
City Attorney, Ted Hejl
City Clerk, Susan Brock

INVOCATION

Mr. Jeff Straub led the invocation.

PLEDGE OF ALLEGIANCE

CITIZENS COMMUNICATION

Three individuals addressed the council regarding the Sloan Street Project: Kenneth Nitsche, Insurance Network of Texas, Jimmy Patin, Patin Construction, and Brian Carroll, attorney at law. Mr. Glenn Naivar of 1900 Southwood Hills also addressed the council regarding the outdoor burn ordinance under consideration on this agenda.

CONSENT AGENDA

1. APPROVE MINUTES AUGUST 23, 2012.
2. CONSIDER APPROVING CHANGES TO AN INTERLOCAL AGREEMENT FOR JOINT AND COOPERATIVE PURCHASING TO ALLOW THE CITY OF PFLUGERVILLE TO PARTICIPATE.

Mayor Pro Tem Gonzales moved to approve the consent agenda as presented and Council Member Rydell seconded the motion. VOTE: Five voted AYE.

PROCLAMATION

3. PROCLAMATION: SEPTEMBER IS NATIONAL LIBRARY CARD SIGN UP MONTH.

Mayor Hill presented a proclamation to Ms. Karen Ellis, Library Director, acknowledging September as National Library Card Sign Up Month. Accompanying Ms. Ellis were Library Board members Sharon Pick and John Kaatz and Friends of the Library members Karen Milan and Jaci Walker.

PUBLIC HEARINGS/ORDINANCES

CONDUCT A PUBLIC HEARING AND CONSIDER INTRODUCING ORDINANCE 2012-24 FOR A SPECIFIC USE PERMIT TO PLACE A MANUFACTURED HOME AT 503 SIMON STREET.

John Elsdon, City Planner, presented a request to consider approving a Specific Use Permit to place a manufactured home on property located at 503 Simon Street. The property owner, Mr. Jose Jimenez, was present to respond to any questions or concerns.

Mayor Hill declared the public hearing open; hearing no comments, the hearing was closed and Mr. Hejl introduced the ordinance as presented.

ORDINANCE NO. 2012-24

AN ORDINANCE ALLOWING A SPECIFIC USE PERMIT FOR A MANUFACTURED HOME ON PROPERTY DESCRIBED AS 503 SIMON STREET; AND PROVIDING A SAVINGS CLAUSE.

4. CONDUCT A PUBLIC HEARING AND CONSIDER INTRODUCING ORDINANCE 2012-21 TO REZONE PROPERTY LOCATED AT 301 SLOAN STREET FROM MF-1 (MULTIFAMILY-1) TO B-1 (LOCAL BUSINESS).

Mr. Elsdon presented a request to consider an ordinance to rezone property located at 301 Sloan Street to accommodate a small business. He stated that the Planning and Zoning Commission denied the request based on neighboring property owner comments and the fact the Future Land Use map designates this property as Single Family.

Mayor Hill declared the public hearing open; hearing no comments, the hearing was closed and based on the recommendation from the Planning and Zoning Commission, Council Member Rydell motioned to not introduce the ordinance as presented. Council Member Ancira seconded the motion. VOTE: Five; motion passed to NOT introduce the Ordinance.

ORDINANCE 2012-21

AN ORDINANCE CHANGING THE ZONING OF PROPERTY BEING LOT 1, BLOCK 1, RINDERKNECHT ADDITION IN THE CITY OF TAYLOR GENERALLY LOCATED AT 301 SLOAN STREET, TAYLOR WILLIAMSON COUNTY, TEXAS, FROM MULTI-FAMILY (MF-2), TO LOCAL BUSINESS (B-1); AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF TAYLOR, TEXAS, TO SHOW THE ZONING CHANGE ADOPTED HEREIN; PROVIDING A SAVINGS CLAUSE.

CONSIDER APPROVING ORDINANCE 2012-27 ADOPTING THE ANNUAL BUDGET FOR FISCAL YEAR 2012/2013, EXCLUDING "CONTRIBUTIONS TO CIVIC PROGRAMS".

Ms. Rosemarie Dennis, Director of Finance, presented a request to formally approve the ordinance to adopt the budget for fiscal year 2012/2013.

Mayor Pro Tem Gonzales moved to approve Ordinance 2012-27 adopting the budget for fiscal year 2012/2013 and Council Member Osborn seconded the motion. VOTE:

Five voted AYE. Motion passed.

ORDINANCE NO. 2012-27

AN ORDINANCE APPROVING AND ADOPTING A BUDGET FOR THE CITY OF TAYLOR, TEXAS, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2012 AND ENDING SEPTEMBER 30, 2013.

5. CONSIDER ADOPTING ORDINANCE 2012-28 FIXING AND LEVYING AD VALOREM TAX RATE FOR TAX YEAR 2012/2013 AND TAKE A RECORD VOTE.

Ms. Dennis presented a summary of what was discussed at the previous budget workshops regarding the tax rate and stated that the approved budget was based on a tax rate of \$0.813893. Council Member Osborn stated that he supports this tax rate but also stressed the need to continue to address a funding mechanism for street repairs and maintenance in the future. Other council members agreed and Council Member Osborn moved to adopt Ordinance 2012-28 and to fix the tax rate at \$0.813893. Mayor Pro Tem Gonzales seconded the motion and Mayor Hill called for a record vote.

Council Member Osborn	AYE
Council Member Ancira	AYE
Mayor Hill	AYE
Mayor Pro Tem Gonzales	AYE
Council Member Rydell	AYE

VOTE: Five voted AYE. Motion passed.

ORDINANCE NO. 2012-28

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 2012-13.

6. CONSIDER INTRODUCING ORDINANCE 2012-31 AMENDING THE FEE SCHEDULE FOR CITY SERVICES.

Ms. Dennis presented a request to review and consider approving fees for certain city services. She highlighted the changes made which included an increase in airport rates based on the CPI, filming fees, and several planning and development permit fees that needed updating.

Hearing no further comments, Mayor Hill asked Mr. Hejl to introduce the Ordinance as presented.

ORDINANCE NO. 2012-31

AN ORDINANCE AMENDING ORDINANCE NO. 2011-28 ADOPTED ON SEPTEMBER 22, 2011 BY CHANGING CERTAIN RATES AND OTHER SERVICES PROVIDED BY THE CITY.

7. CONSIDER INTRODUCING ORDINANCE 2012-30 AMENDING THE 2011/2012 FISCAL YEAR BUDGET.

Ms. Dennis presented a request to consider an ordinance amending the budget for 2011/2012 based on changes made to the approved budget during the fiscal year.

Hearing no further comments, Mayor Hill asked Mr. Hejl to introduce the Ordinance as presented.

ORDINANCE NO. 2012-30

AN ORDINANCE OF THE CITY OF TAYLOR, TEXAS AMENDING ORDINANCE NO. 2011-26 ADOPTED ON SEPTEMBER 22, 2011, MAKING APPROPRIATIONS FOR THE SUPPORT OF THE CITY FOR FISCAL YEAR BEGINNING OCTOBER 1, 2011 AND ENDING SEPTEMBER 30, 2012; BY AMENDING THE AMOUNT OF APPROPRIATIONS FOR THE GENERAL FUND AS WELL AS OTHER FUNDS THAT PROVIDE FOR THE PAYMENT OF OPERATING EXPENSES AND CAPITAL OUTLAY AND BY CHANGING THE AMOUNT APPROPRIATED FOR VARIOUS DEPARTMENTS OF THE CITY.

8. CONSIDER INTRODUCING ORDINANCE 2012-29 REGARDING POLICE OFFICER AND FIRE FIGHTER ASSIGNMENT PAY.

Pat Ekiss, Fire Chief, presented a request on behalf of Chief Ramsey and himself to consider assignment and seniority pay within the fire and police departments. Chief Ramsey had no changes. Chief Ekiss highlighted the changes within his department and stressed that the changes did not affect the budget. Monies were reallocated among the positions to better meet the needs and structure of the department.

Hearing no further comments, Mayor Hill asked Mr. Hejl to introduce the Ordinance as presented.

ORDINANCE NO. 2012-29

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.

9. CONSIDER APPROVING ORDINANCE 2012-18 ESTABLISHING REQUIREMENTS ALLOWING BURNING WITHIN THE CITY LIMITS.

Chief Ekiss presented a request to consider approving a revised ordinance addressing the issue of outdoor burning. Since the ordinance was initially introduced in May, Chief Ekiss and his staff met with property owners and compromises were made on many issues that were included in the original version.

Mr. Nolin Werchan, 3310 N. Main Street and Mr. H. E. Rowland, 1610 N. Lynn addressed the council with concerns regarding specific sections within the ordinance

under consideration. Mr. Werchan questioned the need for a 300 foot distance requirement from any sensitive structure, and Mr. Rowland had concerns about any restrictions on having a backyard fire pit.

Chief Ekiss addressed both of these issues and stressed the need to follow TCEQ guidelines already in place and that the final ordinance under consideration was a fair and safe solution to the outdoor burning issue. Without further discussion, Mayor Pro Tem Gonzales moved to approve Ordinance 2012-18 as presented and Council Member Osborn seconded the motion. VOTE: Five voted AYE. Motion passed.

ORDINANCE NO. 2012-18

ORDINANCE ESTABLISHING REQUIREMENTS ALLOWING BURNING WITHIN THE CITY OF TAYLOR, TEXAS; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF FIVE HUNDRED DOLLARS (\$500.00) FOR EACH OFFENSE, EXCEPT WHERE A DIFFERENT PENALTY HAS BEEN ESTABLISHED BY STATE LAW FOR SUCH OFFENSE, OR FOR ANY VIOLATION OF ANY PROVISION OR REGULATION WHICH GOVERNS FIRE SAFETY, ZONING, OR PUBLIC HEALTH AND SANITATION, INCLUDING DUMPING OF REFUSE WHICH SHALL BE PUNISHED BY PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00); PROVIDING SEVERABILITY, REPEALER, AND PUBLICATION CLAUSES.

REGULAR AGENDA – REVIEW/DISCUSS & CONSIDER/ACTION:

10. CONSIDER AWARDING BID FOR HOLLY SPRINGS DRAINAGE IMPROVEMENTS.

Danny Thomas, Director of Public Works, presented the results of a bid proposal for the Holly Springs Drainage Project. Five proposals were received and the results were presented to Council.

Based on staff recommendation Council Member Osborn moved to award the bid to Smith Contracting for the Holly Springs Drainage project for an amount not to exceed \$872,400 and Mayor Pro Tem Gonzales seconded the motion. VOTE: Five voted AYE. Motion passed.

11. CONSIDER AWARDING BID FOR WATER IMPROVEMENTS IN THE NEWLY ANNEXED AREAS.

Mr. Thomas and Casey Sledge, consulting city engineer, presented the results of a bid proposal for the installation of fire hydrants in the most recently annexed areas. Six proposals were received and the results were presented to Council.

Based on staff recommendation Mayor Pro Tem Gonzales moved to award the bid to SBS Construction for an amount not to exceed \$125,000 for the base bid and Council Member Rydell seconded the motion. VOTE: Five voted AYE. Motion passed.

12. CONSIDER AWARDING BID FOR AMY YOUNG BARRIER REMOVAL PROGRAM.

Bob vanTil, Director of Planning and Development, presented a request to consider awarding a bid for the barrier removal program. Based on staff recommendations Council Member Rydell moved to award three individual contracts to STARSD, Inc. DBA Star Interior Resources, and two contracts to Precision Construction for the amounts presented. Mayor Pro Tem Gonzales seconded the motion. VOTE: Five voted AYE. Motion passed.

(Mr. Hejl recused himself during the next discussion since he represents the City of Thrall.)

13. CONSIDER APPROVING WHOLESALE WATER AGREEMENT WITH THE NOACK WATER SUPPLY CORPORATION.

Mr. Dunaway presented a request to consider an agreement between the City and the Noack Water Supply Corporation for the purchase of wholesale water. Mr. Phil Haag represents the city in this matter and he provided an overview of what is included in the agreement. Mr. Troy Marx, Mayor of Thrall, made a request to council to not consider taking action on this agreement since the City of Thrall and the Noack WSC are currently involved in litigation regarding the ownership of the water line between Taylor and Thrall. Mr. David Oliver was also present for Mr. Leland Enochs who represents the Noack WSC. Several other options were mentioned and Council requested more time to review the agreement and these other possible options. This item was tabled and will be brought back to continue the discussion on September 27.

(Mr. Hejl rejoined the meeting.)

14. CONDUCT WORKSHOP ON STREET MAINTENANCE PROGRAM.

Mr. Dunaway requested council direction on how to proceed regarding the street maintenance program. Council Member Rydell presented his thoughts on creating a committee of citizens to address the street issues. Council Member Osborn asked for additional consideration in creating a city street department that could possibly address some of the most pressing issues regarding maintenance and repair. He also requested additional input from staff regarding finance options.

Council Member Osborn moved to schedule a street workshop on October 16, 2012 at 7:00 pm and Mayor Pro Tem Gonzales seconded the motion. VOTE: Five voted AYE. Motion passed.

EXECUTIVE SESSION

15. EXECUTIVE SESSION I.

The Taylor City Council will conduct a closed executive meeting under Section 551.071 of the Texas Government Code in order to meet with its City Attorney on a matter in which the duty of the Attorney to the governmental body under the Texas Disciplinary

Rules of Professional Conduct of the State Bar of Texas authorize and allow such a closed meeting and which Rules conflict with the Texas Open Meetings Act.

- Legal issues associated with the Sloan Street project.

16. 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 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.

- Moehnke Cabinets

Mayor Hill and council members retired to closed session at 9:20 pm.

17. CONSIDER ACTION FROM EXECUTIVE SESSION.

Mayor Hill resumed the open meeting at 9:53 p.m. and stated that there was no action taken on any issue during Executive Session.

ADJOURN

With no further business; Mayor Hill adjourned the meeting at 9:53 p.m.

Don Hill, Mayor

ATTEST:

Susan Brock, City Clerk



City Council Meeting September 27, 2012 Agenda Item Transmittal

Agenda Item #: 2

Agenda Title: Approve 2012-24 for a Specific Use Permit to place a manufactured home at 503 Simon Street.

Council Action to be taken: Approve by consent Ordinance 2012-24

Initiating Department: Planning and Development

Staff Contact: John Elsdon, AICP, City Planner

1. INTRODUCTION/PURPOSE

This Ordinance was introduced at the September 13, 2012 council meeting. The purpose of this agenda is to approve Ordinance 2012-24 to place a manufactured home at 503 Simon Street, property owner is Jose Jimenez.

2. DESCRIPTION/ JUSTIFICATION

Location of the Property
503 Simon Street

Property Owner/Applicant
Jose Jimenez

SUP Application (development objective)
Place a Manufactured Home in the R-1/MHS District

Existing Zoning
R-1/MHS

Previous Zoning History
Unknown

Current Use of Property
Vacant

Surrounding Property: Zoning and land use
North: R-1/MHS – Single Family home

East: R-1/MHS - Manufactured home
South: R-1/MHS - Vacant
West: R-1/MHS - Single Family home

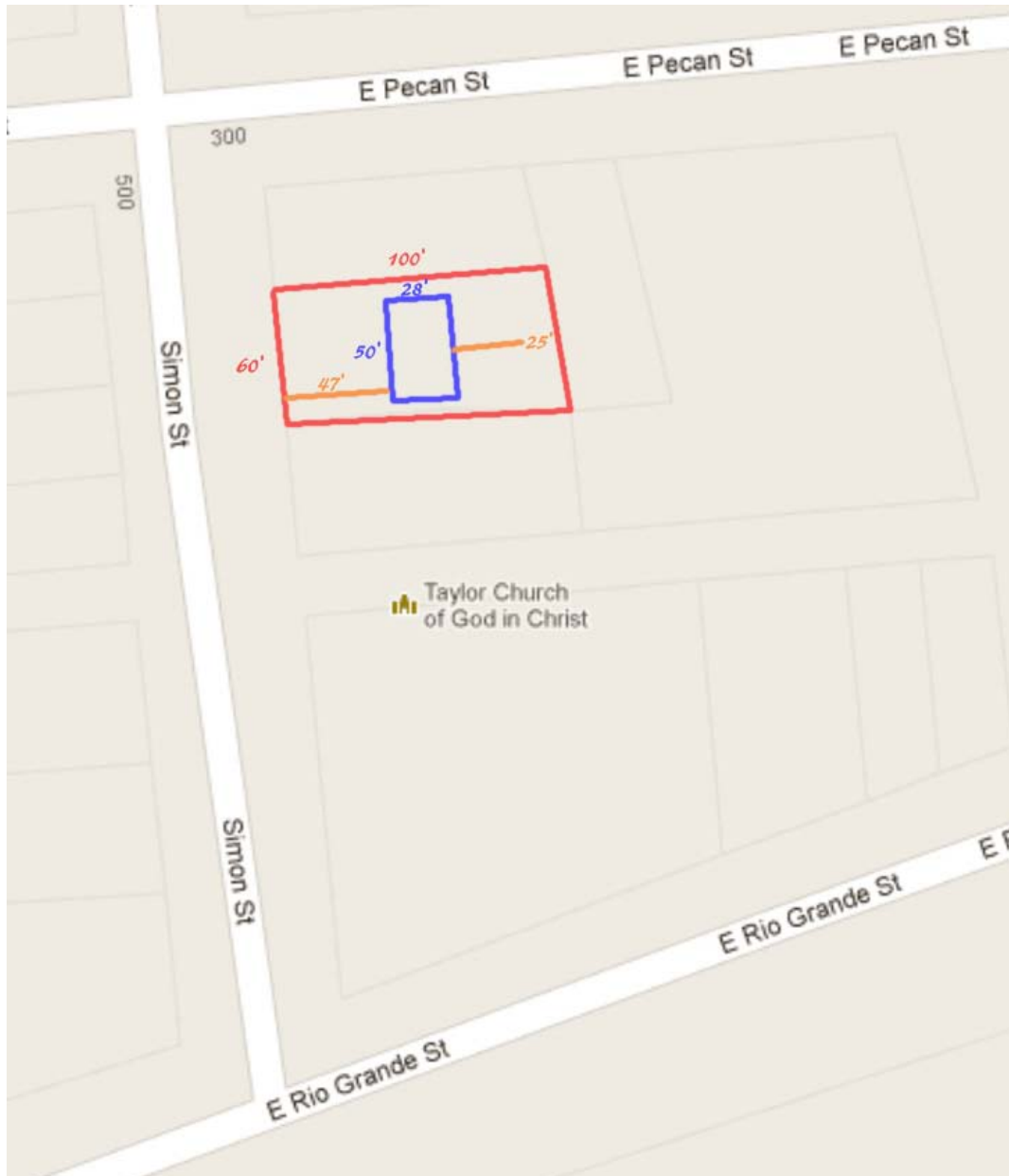
Traffic Impact Analysis

Waiver requested by the applicant

Platting Information

Platted

Site Plan:



Site Photo – Front Yard:



Aerial Photo:



3. FINANCIAL/BUDGET

N/A

4. TIMELINE CONSIDERATIONS

This ordinance was introduced at the September 13, 2012 council meeting.

5. RECOMMENDATION

The Planning and Zoning Commission recommended approval for this request during their regular meeting on August 14, 2012, with a unanimous vote. No individuals spoke regarding this item except for the applicant.

If this application is approved, Mr. Jimenez will be required to file an amended plat since his property is parts of lots 4 and 5, Block 90, Original Townsite of the City of Taylor.

Staff recommends Council approve this ordinance by consent.

6. REFERENCE FILES

2a. [Ordinance 2012-24](#)

ORDINANCE NO. 2012-24

AN ORDINANCE ALLOWING A SPECIFIC USE PERMIT FOR A MANUFACTURED HOME ON PROPERTY DESCRIBED AS 503 SIMON STREET; AND PROVIDING A SAVINGS CLAUSE

WHEREAS, notices for the proposed specific use permit were published in accordance with the Zoning Ordinance and the request referred to the Planning and Zoning Commission.

WHEREAS, Jose Jimenez, property owner, requested a specific use permit to allow a Manufactured Home at 503 Simon Street. That after a public hearing held by the Planning and Zoning Commission on August 14, 2012, the Planning and Zoning Commission voted to recommend a specific use permit to allow a Manufactured Home on said property.

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

1.0 That after public hearing held on September 13, 2012, before the City Council of the City of Taylor for the purpose of considering an application submitted by Jose Jimenez to allow a Manufactured Home on property described as 503 Simon Street, a specific use permit is hereby granted to Jose Jimenez for the property described.

2.0 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 here of, as if copied herein verbatim.

3.0 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

4.0 In accordance with Article 8, of the City Charter, Ordinance No. 2012-24 was introduced before the City Council on the 13th day of September, 2012.

PASSED, APPROVED, and ADOPTED on the ____ day of _____, 2012.

Don Hill, Mayor

ATTEST:

Susan Brock, City Clerk



City Council Meeting September 27, 2012 Agenda Item Transmittal

Agenda Item #: 3

Agenda Title: Approve by consent Ordinance 2012-29 regarding assignment and seniority pay for certain assignments within the fire and police departments.

Council Action to be taken: Approve Ordinance by consent.

Initiating Department: Police/Fire

Staff Contact: **Dan Ramsey, Interim Police Chief**
Pat Ekiss, Fire Chief

1. INTRODUCTION/PURPOSE

The proposed FY 2012-13 budget includes a continuation of assignment pay and seniority pay for both firefighters and police officers. This is a continuation of an original Ordinance approved in 2004, renewed annually at budget time.

2. DESCRIPTION/ JUSTIFICATION

Both police and fire departments utilize Council approved assignment pay for skilled positions and the police department has implemented a seniority plan (with Council approval) in order to attract experienced and skilled law enforcement personnel.

Changes this year by the Fire Department include a reappropriation and realignment (not an increase) of funds to better meet the direction and needs of the department through a revised assignment and responsibility structure. Specifically those changes are as follows:

- Elimination of the Training Coordinator assignment pay. These functions are managed by the Assistant Chief of Operations and daily oversight is assigned to the Company Officer as per their job description. The funds previously allotted to that area of responsibility were divided as necessary and placed into the Inspector and Investigator categories.
- Reduction of the Medical Officer allocation by \$500.00 due to an evaluation of the actual workload and responsibilities of the assignment.
- There are now six (6) Texas Commission on Fire Protection certified Fire Inspectors in the department charged with daily inspections where there was previously only one. The available funds in that category have been divided equally amongst all members assigned to those duties.
- There are now six (6) Texas Commission on Fire Protection certified Fire Investigators in the department with another in training where there was previously only one. These members are evenly disbursed among the shifts and serve as Fire Investigators alongside the

Fire Marshal on a daily basis. A team concept using *all* certified investigators will be used on large scale investigations. The available funds in that category have been divided equally amongst all members assigned to those duties.

3. FINANCIAL/BUDGET

Impact on budget has already been projected and included in proposed budget.

4. TIMELINE CONSIDERATIONS

This ordinance was introduced at the September 13, 2012 council meeting and will become part of the 2012/2013 budget.

5. RECOMMENDATION

Approve by consent.

6. REFERENCE FILES

3a. [Ordinance 2012-29](#)

ORDINANCE NO. 2012-29

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.

WHEREAS, the City of Taylor adopted Chapter 143 of the Texas Local Government Code for its police and fire departments;

WHEREAS, there are specialized assignments within the Fire and Police Departments and certain firefighters and police officers perform that are not performed by every firefighter and police officer;

WHEREAS, § 143.042 of the Texas Local Government Code states that the governing body of a municipality may authorize assignment pay for fire fighters or police officers who perform specialized functions in the Fire or Police Department;

WHEREAS, § 143.042 (c) of the Texas Local Government Code requires that the governing body must set forth in an ordinance the amount of assignment pay and the conditions under which it is to be payable to members of the Fire and Police Department;

WHEREAS, § 143.043 of the Texas Local Government Code permits municipalities to authorize assignment pay for members of the Police Department who perform the duties and responsibilities of the field training officer program;

WHEREAS, the City Council has the authority under § 143.041 of the Texas Local Government Code to set seniority pay for classified positions;

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

SECTION 1.

That the matters and facts set forth in the preamble are hereby found to be true and are incorporated by reference into this Ordinance.

SECTION 2.

The assignment of “Medical Officer” is a specialized function within the Taylor Fire Department and that assignment involves review and responsibility over medical functions of the Department. There is one (1) member of the Fire Department who is assigned to serve as the “Medical Officer.” When a member is designated by the Fire Chief or his designee to serve as the “Medical Officer” for the Department, that member is entitled to receive One Thousand Dollars (\$1,000.00) per year as assignment pay.

SECTION 3.

The assignment of “Inspector” is a specialized function within the Taylor Fire Department and that assignment involves performing inspections, writing reports, and taking enforcement actions for the Department and satisfying the requirements set forth by HB 3866 (81R). There are six (6) members of the Department who may be assigned to serve as “Inspector.” When a member is designated by the Fire Chief or his designee to serve as “Inspector” for the Department, that member is entitled to receive Four Hundred and Seventy Five Dollars (\$475.00) per year as assignment pay.

SECTION 4.

The assignment of “Fire Investigator” is a specialized function within the Taylor Fire Department and that assignment involves investigating the causes and sources of fires and writing reports regarding the results of those investigations for use by the Department and the public. There are six (6) members of the Department who may be assigned to serve as a “Fire Investigator.” When a member is designated by the Fire Chief or his designee to serve as “Fire Investigator” for the Department, that member is entitled to receive Three Hundred Dollars (\$300.00) per year as assignment pay.

SECTION 5.

The assignment of “Criminal Investigator-Detective” is a specialized function with the Taylor Police Department and that assignment involves investigating higher-grade misdemeanors and felonies for prosecution in County and District Court. When a department member is designated by the Police Chief or his designee to serve as “Criminal Investigator - Detective” for the Department, that member is entitled to receive Twelve Hundred Dollars (\$1,200.00) per year as assignment pay.

SECTION 6.

The assignment of “Field Training Officer” is a specialized assignment within the Taylor Police Department. The assignment of “Field Training Officer” involves training and evaluating police recruits on the policies, practices, and procedures of the Taylor Police Department. The Police Chief or his designee assigns capable Police personnel to this position of responsibility in accordance with his or her demonstrated knowledge and familiarity with the Field Training Officers Program. Because the assignment of “Field Training Officer” requires additional and specialized duties, members who are assigned to perform these duties are entitled to receive Twelve Hundred Dollars (\$1,200.00) per year as assignment pay during the time period that the members are performing the duties of “Field Training Officer,” i.e., when that member has a probationary police officer assigned to him or her.

SECTION 7.

The terms of this ordinance and/or any payment of “assignment pay” do not apply to a member who is performing any of these duties on a “step-up” “acting” or any other temporary basis.

SECTION 8.

The City Council deems that police officers who are hired with prior full-time paid law enforcement experience will be placed on the City of Taylor's Police Department Step Plan Pay Scale based on the following formula:

Police officers with prior full-time paid experience with any state, county or municipal law enforcement agency that has fifteen (15) or more full-time paid officers during the term of service by that officer, shall be deemed to have one year of seniority with the Taylor Police Department for each full calendar year served with that agency.

Police officers with prior full-time paid experience with any state, county or municipal law enforcement agency that has fourteen (14) or fewer full-time paid officers during the term of employment by that officer shall be deemed to have one-half year's seniority with the Taylor Police Department for each full calendar year served with that prior law enforcement agency.

SECTION 9.

Officers shall remain in that designated seniority step on the Step Plan Pay Scale until the officer attains the equivalent seniority as a full-time paid police officer with the City of Taylor Police Department.

SECTION 10.

The effective date of this ordinance is October 1, 2012 but shall expire and have no effect after September 30, 2013.

SECTION 11.

All other ordinances, parts of ordinances or resolutions in conflict with this ordinance are hereby repealed.

SECTION 12.

In accordance with Article 8 of the City Charter, Ordinance No. 2012- 29 was introduced before the Taylor City Council on the 13th day of September, 2012.

PASSED, APPROVED, and ADOPTED on the 27th day of September, 2012.

APPROVED

Donald Hill, Mayor

ATTEST

Susan Brock, City Clerk

Ordinance 2012-29



City Council Meeting September 27, 2012 Agenda Item Transmittal

Agenda Item #: 4
Agenda Title: Approve Ordinance 2012-30 amending the 2011/2012 fiscal year budget.
Council Action to be taken: Approve by consent
Initiating Department: Finance Department
Staff Contact: Rosemarie Dennis, Finance Director

1. INTRODUCTION/PURPOSE

The purpose of this agenda item is to approve Ordinance 2012-30 which amends the FY2011/2012 budget.

2. DESCRIPTION/JUSTIFICATION

The purpose of a Budget Amendment is to amend the current Fiscal Year Budget based on changes or events that have occurred in months between October 1, 2011 through August 2012 that require either funding beyond what was appropriated at the beginning of the fiscal year or a modifications from the original amounts. Below summarizes the funds that are being amended.

To assist you in reviewing these particular documents, a summary of the contents of each are provided below in the order that each section appears in the packet.

- ❖ **Exhibit A** – This attachment is part of the ordinance and specifies the items that are recommended to be amended by fund and category. This document describes the purpose of needing to change a particular category or line item within the category and/or line item.
- ❖ **Ordinance No. 2012-30** – This is the official document that formalizes adoption of the changes contained in Exhibit A Budget Amendment.

While a considerable amount of work goes into formulating the budget each year, there are several things that may occur or happen that require changes to the budget. Obviously, some types of emergency situations can occur that require immediate attention. For instance, unexpected repairs to City vehicles, such as the fire truck and engine repair work by various departments, may require additional appropriations to be made. In other cases, some transactions may span or crossover into the next fiscal year due to timing issues or invoices being received well into the next fiscal year. Also, the amendment includes items that staff brought to the attention of the Council for approval for appropriation that were

not necessarily budgeted for, but received approval from City Council. Grants and donations that we receive are recorded as revenue but the expenditures for these proceeds are not recognized in the budget until the budget is amended.

While staff works diligently to improve the budget process every year; there are still some things that may get overlooked during the process. There are expenditures that are paid on an annual basis which may vary year to year in cost. Other expenditures that were needed were basically just to carry the department through to the end of the fiscal year.

Comments on each of the Amended Funds:

General Fund - The net adjustment to General Fund Revenues is an increase of \$856,882 over the original budget. Of this increase, \$555,120 is attributed to the reimbursement from the MDUS fund for the Mallard Culvert Project. Back in March of 2011 the City Council approved a reimbursement resolution that allowed reimburse the General Fund with bond proceeds from the 2012 Certificate of Obligation. The remaining increase of \$301,762 was is to adjust revenues to actual. Being so near to end year, a much more accurate projection can be made. As shown in Exhibit A, increases can be seen as well as anticipated shortfalls from the original budget.

Increases in appropriations are seen in categories of:

- Taxes- (\$260,065) Current and delinquent property tax and franchises has performed and exceeded budget amount. Sales tax has seen modest increases and is expected to come in higher than budgeted.
- Permits and licenses- (\$30,450) the city has seen an increase in development permits.
- Intergovernmental revenue-(\$3,285) A grant from the Texas Intrastate Fire Mutual Aid System (TIFMAS) was received. This was not budgeted.
- Charges for services- (\$76,355) the city's solid waste provider was approved with a 3.9% increase for trash collection fees. The fees were amended in the fee schedule earlier this year to reflect this increase in cost of service. In the area of recreation fees collected have exceeded budgeted amounts.
- Donations from private sources- (\$12,628) Donations received for public safety (police, fire and animal shelter), parks and tree donations.
- Inter-fund operating transfers- (\$555,120) Reimbursement from the MDUS fund.
- Proceeds of fixed assets-(\$400) Sale of a butane tank.

Decreases are in the category of:

- Fines and forfeitures- (\$67,905) Adjusted to reflect the shortfall in this category.
- Assessments-(\$2,666)
- Use of money and property- (\$10,850) Included in this category miscellaneous revenue which is difficult to forecast. A shortfall in this category is anticipated.

On the expenditure side, the total increase is \$301,762 in additional appropriations from the original budget. This is a 2.8% increase from the adopted budget. As seen in Exhibit A, the increases and decreases by departments are reflected. The amended expenditures are shown to be at \$10,998,672. In this amount is \$409,969 for contingency reserve. This will be reserved for any unexpected expenses that the City may encounter, but more importantly earmarked. If we were not to include this amount in the

amended budget; the appropriation for expenditure would be \$10,588,703. This would be a decrease of \$108,207 from the adopted budget and a 1% reduction to the budget. In saying this, the departments within the General Fund have not exceeded the approved adopted budget amount for this fund of \$10,696,910.

Overall, staff has done a good job in managing their budget and saved where they could without diminishing services.

The General Fund is anticipated to have an estimated fund balance of \$3,628,611, which is just over four months of operating funds.

Special Revenue Funds – The Tax Increment Financing Fund (TIF), Hotel/Motel Fund, Main Street Revenue Fund, Municipal Court Special Revenue Fee Fund, and Library Donation/Grant Fund are in need of amending.

TIF Fund- Preliminary values were used during the budget process, this budget amendment is to adjust to actual. The council approved the use of TIF proceeds for benches in the Heritage Square Park and irrigation system.

Hotel/Motel Fund- Revenues and expenditures are being adjusted to reflect closer to actual.

Main Street Revenue Fund- Revenues were adjusted to actual. Unanticipated printing expense was incurred for the printing of the Taylor History Books. This fund was budgeted with a deficit balance and with this amendment reflects a slight increase.

Municipal Court-Security & Technology Fund- Revenues are aligned more closely to reflect actual costs. Training for the new employees in Municipal Court is reflected in this budget amendment. Additionally, a printer and copier will be needed to be purchased once the utility department is relocated to city hall. The use of technology funds can be used to purchase the needed equipment as well as a card reading access security door for the Annex Building.

Library Grant/Donation Fund- It is very difficult to put together a budget, since all of the proceeds are from grants and donations. Grant awards are not always awarded during the budget process and funding for these awards may result in a budget amendment. So, for the most part assumptions are made when putting this budget together. Most of the grants are expected to be expended within a time period. Some revenues and expenditure may carry over year to year.

Proprietary Fund:

Utility Fund- The revenues have been adjusted with an increase of \$537,672. This is a 7.9% increase from the adopted budget. Charges for services and assessment will come in higher than projected in the budget. Also, adjusted are use of money and property and proceeds of fixed asset. These will not meet the budgeted amount and have been reduced.

All the departments within the Utility Fund have been decreased by \$112,003 with the exception of Non-departmental which increased by \$649,675. The decreases are attributed to salary savings and a

decreased rate for electricity charge by our provider. The Non-Departmental increases account for the excess water charge and contingency reserves that is earmarked for reimbursement to McCoy's for water line infrastructure.

Cemetery Fund- Revenues from the original budget amounts are modified to reflect closer to actual, but also to include the proposed increased transfer from the Cemetery Permanent Fund of \$28,000. All interest earned in the Cemetery Permanent Fund is to be transferred to this fund. In auditing the Cemetery Permanent fund this was not the case. Efforts to correct this partial transfer are included in this amendment and the remaining transfer amount is reflected in next year's budget.

Municipal Drainage Utility System- Revenues are reflected to take into consideration the increase in drainage fees that was approved by council earlier this year and to include the bond proceeds for received in May from the bond issuance. There was some cost associated with the Holly Springs project that incurred prior to the bond issuances. These expenditures are reflected in this amendment. Also, the reimbursement of \$555,120 to the General Fund is reflected as a transfer.

Internal Service Funds:

Fleet Services Operating Fund – Expenditures for this fund were mainly due to vehicle repairs that were unforeseen and the increase in fuel cost. This had an adverse affect on the rates that are charged to the individual departments.

Fleet Replacement Fund – This fund is being amended to reflect the purchase of two police vehicles that was approved by City Council. This fund was budgeted with a deficit and taking from fund balance.

Civil Service Fund – This fund was budgeted with a transfer totaling \$10,000 that comes from the Police and Fire Departments budget. This was to offset the cost of legislative mandated payouts to the employee for their accrued sick leave when leaving employment with the City. The City experienced several employees who left and a large payout to those employees were paid. The total paid year to date is \$20,505; an additional \$10,505 is needed from the General Fund.

Debt Service Funds:

General I & S (Tax Supported Debt)/- Utility I & S Fund- The redirecting of the bond proceeds for the Recreation Center had a direct impact to both of these funds. As shown in Exhibit A payments to the I & S shifted from one fund to another resulting in an increase and decreased for debt payments in both funds. Due to the collection of current and delinquent property tax exceeding what was initially budgeted, an increase in collection for I & S is also proposed.

Other Funds:

Roadway Impact Fee Fund- Modification made to revenue to reflect closer to actual.

Water & Wastewater Impact Fee Fund- Modification made to revenue to reflect closer to actual. The expenditure incurred for this fund is one that carried over from the previous year for the water and wastewater impact study.

Cemetery Permanent Fund- According to the Cemetery Ordinance all interest earned within the fiscal year shall be transferred into the Cemetery Operating Fund. In auditing this fund this was not the case. This budget amendment includes an increase in the transfer amount from \$22,000 to \$50,000. The remaining has been included in next year's budget. This will reflect a deficit of \$14,025 and taking from the \$771,814 fund balance.

3. FINANCIAL/BUDGET

The impact of this budget amendment on the various funds is as follows:

Fund	Revenues		Expenditures		Net Profit/ (Loss)	
	Adopted Budget	Amendment #1	Adopted Budget	Amendment #1	Adopted Budget	Amendment #1
General Fund	\$ 10,696,910	\$11,553,792	\$10,696,910	\$10,998,672	\$ -	\$ 555,120
Special Revenue:						
TIF Fund	\$ 92,424	\$ 101,937	\$ 20,000	no change	\$ 72,424	\$ 81,937
Hotel/Motel Fund	\$ 80,000	\$ 60,000	\$ 60,616	\$ 65,000	\$ 20,000	\$ (4,384)
Main Street Program	\$ 21,000	\$ 20,177	\$ 35,500	\$ 36,299	\$ (14,500)	\$ (16,122)
Municipal Court-Security & Tech Fund	\$ 21,000	\$ 17,000	\$ -0-	\$ 16,075	\$ 21,000	\$ 925
Library Grant/Donation	\$ 5,300	\$ 1,355	\$ 5,000	no change	\$ 300	\$ (3,645)
Proprietary Funds:						
Utility Fund	\$ 6,837,878	\$ 7,375,550	\$ 6,837,878	\$ 7,375,550	\$ -0-	\$ -0-
Cemetery Fund	\$ 136,790	\$ 170,714	\$ 161,634	\$ 176,133	\$ (24,844)	\$ (5,419)
MDUS Fund	\$ 156,400	\$ 781,120	\$ 60,000	\$ 625,766	\$ 96,400	\$ 155,354
Internal Service Fund:						
Fleet Service Op.	\$ 621,112	\$ 667,360	\$ 621,112	\$ 667,360	\$ -0-	\$ -0-
Fleet Replacement Fd.	\$ -0-	\$ 33,860	\$ 96,810	\$ 199,842	\$ (96,810)	\$ (166,382)
Civil Service Fund	\$ 10,000	\$ 20,505	\$ -0-	\$ 20,505	\$ 10,000	\$ -0-
Debt Service Funds:						
General I&S	\$ 1,543,604	\$ 1,601,200	\$ 1,644,504	\$ 1,746,243	\$ (100,900)	\$ (145,043)
Utility I & S	\$ 2,431,787	\$ 2,329,447	\$ 2,431,787	\$ 2,329,447	\$ -0-	\$ -0-
Other Funds:						
Roadway Impact Fund	\$ 22,000	\$ 43,885	\$ -0-	\$ -0-	\$ 22,000	\$ 43,885
Water &WW Imp Fund	\$ 18,525	\$ 94,235	\$ -0-	\$ 13,174	\$ 18,525	\$ 81,061
Cemetery Perm. Fund	\$ 34,000	\$ 36,000	\$ 22,025	\$ 50,025	\$ 11,975	\$ (14,025)

4. RECOMMENDATION

Staff requests Council approve Ordinance 2012-30 by consent.

5. REFERENCE FILES

4a [Exhibit A Budget Amendment FY2011-12](#)

4b [Budget Amendment Ordinance 2012-30](#)

FY 2011-12 BUDGET AMENDMENT

100 -- GENERAL FUND

Revenue

310 Taxes:

110 Current Property Taxes

111 Current Property Taxes

112 Delinquent Taxes

113 Prop.Tax-Penalty/Int.

Subtotal 110

120 Sales and Use Tax

121 City Sales Tax

Subtotal 120

130 Franchise Tax

131 Telephone

132 Gas

133 Mixed Beverage Drinks

134 Electric

135 Cable

136 Solid Waste Collection

Subtotal 130

140 Other Taxes

141 Occ. Tax/Skill Games

142 Occ. Tax/Mfg Homes

Subtotal 140

310 Taxes Total

320 Permits and Licenses

150 Development Permits

151 Plat/Zoning Fees

152 Building Permit Fees

153 Elec. Permits/Licenses

154 Plumbing Permit Fees

155 Gas Permit Fee

156 Mechanical Permit Fee

158 Manufactured Homes

Subtotal 150

160 Business and Other Licenses

162 Beer/Liquor Licenses

163 Dog Tag Licenses

164 Misc. Business Lic./ Permits

Subtotal 160

320 Permits/Licenses Total

330 Intergovernmental Revenue

220 State Grants

219 Other Federal Grants

221 Officer Standards & Ed

229 Other State Grants

Subtotal 220

230 Local Grants, Contributions, Reimbursements

232 Capital Area Planning (CAPCO)

235 TISD (Cop Reimburse.)

Subtotal 230

330 Intergov. Revenue Total

340 Charges for Services

250 Public Works

251 Trash Collection

258 Dog Pound Fees

Subtotal 250

260 Recreation

261 Pool Admission

264 Pavilion/Aud. Rental

265 Library Services

266 Plan Review Fees

267 Engineering Inspect. Fees

268 Library Meeting Rm rent

269 Park Fees

270 League fees

289 Credit Card Processing Fees

Subtotal 260

Adopted Budget	Amended Budget		Difference Add/(subtract)
\$ 4,370,000	\$ 4,492,500		\$ 122,500
65,000	69,000		\$ 4,000
62,000	50,000		\$ (12,000)
\$ 4,497,000	\$ 4,611,500		\$ 114,500
\$ 2,230,480	\$ 2,280,000		\$ 49,520
\$ 2,230,480	\$ 2,280,000		\$ 49,520
\$ 62,000	\$ 58,000		\$ (4,000)
100,000	97,000		(3,000)
6,600	2,300		(4,300)
457,000	536,124		79,124
124,000	147,266		23,266
150,000	155,000		5,000
\$ 899,600	\$ 995,690		\$ 96,090
\$ 330	\$ 285		\$ (45)
500	500		-
\$ 830	\$ 785		\$ (45)
\$ 7,627,910	\$ 7,887,975		\$ 260,065
\$ 5,000	\$ 5,300		\$ 300
35,000	113,000		78,000
18,000	6,100		(11,900)
15,650	6,000		(9,650)
5,300	4,500		(800)
15,000	6,500		(8,500)
600	-		(600)
\$ 94,550	\$ 141,400		\$ 46,850
\$ 7,000	\$ 6,000		\$ (1,000)
15,000	4,100		\$ (10,900)
12,500	8,000		\$ (4,500)
\$ 34,500	\$ 18,100		\$ (16,400)
\$ 129,050	\$ 159,500		\$ 30,450
\$ -	\$ 2,625		\$ 2,625
\$ 2,400	\$ -		\$ (2,400)
\$ -	\$ 3,810		\$ 3,810
\$ 2,400	\$ 6,435		\$ 4,035
\$ 750	\$ -		\$ (750)
40,000	40,000		-
\$ 40,750	\$ 40,000		\$ (750)
\$ 43,150	\$ 46,435		\$ 3,285
\$ 1,210,000	\$ 1,254,000		\$ 44,000
10,000	10,000		-
\$ 1,220,000	\$ 1,264,000		\$ 44,000
\$ 39,000	\$ 39,600		\$ 600
7,000	6,000		(1,000)
9,500	8,600		(900)
1,500	1,500		-
5,000	900		(4,100)
1,000	1,500		500
80,000	112,800		32,800
4,000	9,200		5,200
5,000	5,000		-
\$ 152,000	\$ 185,100		\$ 33,100

FY 2011-12 BUDGET AMENDMENT

	Adopted Budget	Amended Budget		Difference Add/(subtract)
290 Public Safety				
291 Fire Inspection Fees	\$ 5,000	\$ 7,500	\$ 2,500	
292 First Responder EMS Fees	18,000	15,000	(3,000)	
293 Lien Fees	900	655	(245)	
295 Police Services	30,000	30,000	-	
Subtotal 290	\$ 53,900	\$ 53,155	\$ (745)	
340 Charges for Serv. Total	\$ 1,425,900	\$ 1,502,255	\$ 76,355	
410 Fines and Forfeitures				
310 Fines & Forfeitures				
306 Court Administration Fee	\$ 12,000	\$ 30,000	\$ 18,000	
307 Def. Driving App. Fee	6,000	500	(5,500)	
308 Dismissal Fee	6,500	500	(6,000)	
309 Judicial Fee-City	1,800	1,200	(600)	
310 Omnibase Local Fee	1,600	1,600	-	
311 Municipal Court	230,000	170,000	(60,000)	
312 Child Safety Fees	14,000	5,000	(9,000)	
313 Traffic Court Fees	7,000	5,000	(2,000)	
314 Warrant Fees	28,000	28,000	-	
315 Notice/Arrest Fees	12,000	10,000	(2,000)	
317 Court Time Pay Fee	11,000	10,000	(1,000)	
318 Library Fines	7,000	7,000	-	
320 Other Court Fees	-	195	195	
Subtotal 310	\$ 336,900	\$ 268,995	\$ (67,905)	
410 Fines/forfeitures Total	\$ 336,900	\$ 268,995	\$ (67,905)	
420 Assessments				
320 Assessments				
324 Weatherization	\$ -	\$ 733	\$ 733	
326 Other Special Assess.	1,000	3,846	2,846	
327 Lot Clean up Assess.	10,000	2,500	(7,500)	
328 Future Parks	-	1,255	1,255	
Subtotal 320	\$ 11,000	\$ 8,334	\$ (2,666)	
420 Assessments Total	\$ 11,000	\$ 8,334	\$ (2,666)	
430 Use of Money and Property				
330 Interest income/ Rent				
331 Interest on Fund Bal.	\$ 35,000	\$ 30,000	\$ (5,000.00)	
333 Rental Income (Lease)	18,000	27,150	9,150	
334 Collections/Gen. Rev.	15,000	30,000	15,000	
335 Reimburse./Repayments	70,000	40,000	(30,000)	
Subtotal 330	\$ 138,000	\$ 127,150	\$ (10,850)	
430 Use of Money/Prop. Total	\$ 138,000	\$ 127,150	\$ (10,850)	
440 Donations Private Sources				
340 Public Safety Donations				
349 Other Public Safety Donation	\$ 5,000	\$ 5,839	\$ 839	
353 Donations-Parks	\$ -	\$ 1,589	\$ 1,589	
354 Tree Donation	\$ -	\$ 10,200	\$ 10,200	
Subtotal 340	\$ 5,000	\$ 17,628	\$ 12,628	
440 Donations Total	\$ 5,000	\$ 17,628	\$ 12,628	
450 Interfund Operating Transfer				
360 Interfund transfers				
367 From MDUS	\$ 60,000	\$ 615,120	\$ 555,120	
371 From Utility Fund	850,000	850,000	-	
372 From Airport Op. Fund	30,000	30,000	-	
373 From Cemetery Fund	40,000	40,000	-	
Subtotal 370	980,000	1,535,120	555,120	
450 Interfund Transf. Tot.	\$ 980,000	\$ 1,535,120	\$ 555,120	
460 Proceeds From Sale of Fixed Assets				
370 Proceeds from Sale of Assets				
374 Sale of Surplus Equip.	\$ -	\$ 400	\$ 400	
460 Fixed Asset Total	\$ -	\$ 400	\$ 400	
Total Revenues	\$ 10,696,910	\$ 11,553,792	\$ 856,882	8.0%

FY 2011-12 BUDGET AMENDMENT

Adopted Budget	Amended Budget		Difference Add/(subtract)
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General Fund Expenditures

City Council

500	<u>Expenditure Category</u>					
100	Employee Services	\$	10,992	\$	11,958	966
200	Operational Supplies		25,960		6,461	(19,499)
300	Facilities Oper./Maint.		5,000		1,035	(3,965)
500	Contract Services/Fees		82,000		80,400	(1,600)
800	Contributions		65,762		65,791	29
	Departmental Total	\$	189,714	\$	165,645	\$ (24,069)

City Mgmt/ Legal Services

501	<u>Expenditure Category</u>					
100	Employee Services	\$	412,862	\$	424,057	11,195
200	Operational Supplies		10,125		10,855	730
300	Facilities Oper./Maint.		3,800		4,065	265
400	Equip. Oper./Maint.		300		300	-
500	Contract Services/Fees		38,600		36,900	(1,700)
Departmental Total		\$	465,687	\$	476,177	\$ 10,490

100 Reclassification of a position

Public Information

503	<u>Expenditure Category</u>					
100	Employee Services	\$	70,387	\$	66,360	(4,027)
200	Operational Supplies		4,447		4,045	(402)
300	Facilities Oper./Maint.		600		900	300
500	Contract Services/Fees		49,164		41,189	(7,975)
	Departmental Total	\$	124,598	\$	112,494	\$ (12,104)

Human Resources

504	<u>Expenditure Category</u>				
100	Employee Services	123,021	122,933		(88)
200	Operational Supplies	9,489	8,819		(670)
300	Facilities Oper./Maint.	150	1,174		1,024
400	Equip. Oper./Maint.	300	300		-
500	Contract Services/Fees	38,964	37,009		(1,955)
Departmental Total		\$ 171,924	\$ 170,235		\$ (1,689)

Dept of Finance

512 Financial Services Div.

<u>Expenditure Category</u>						
100	Employee Services	\$	271,943	\$	270,515	(1,428)
200	Operational Supplies		5,737		7,653	1,916
300	Facilities Oper./Maint.		75		635	560
400	Equip. Oper./Maint.		270		335	65
500	Contract Services/Fees		143,610		135,893	(7,717)
800	Contributions/Contingencies		3,650		9,047	5,397
Departmental Total		\$	425,285	\$	424,078	(1,207)

Municipal Court

516	<u>Expenditure Category</u>					
100	Employee Services	\$	202,410	\$	196,071	(6,339)
200	Operational Supplies		5,800		6,750	950
300	Facilities Oper./Maint.		4,150		2,590	(1,560)
400	Equip. Oper./Maint.		410		800	390
500	Contract Services/Fees		34,340		29,575	(4,765)
Departmental Total		\$	247,110	\$	235,786	(11,324)

Planning & Development

522 Planning/Inspections

	<u>Expenditure Category</u>					
100	Employee Services	\$	324,697	\$	330,839	6,142
200	Operational Supplies		5,720		8,194	2,474
300	Facilities Oper./Maint.		2,860		2,150	(710)
400	Equip. Oper./Maint.		6,500		7,800	1,300
500	Contract Services/Fees		48,462		107,662	59,200
	Total	\$	388,239	\$	456,645	\$ 68,406

100 Due to turnover and the hire of a new employee training is needed.

200/400 Increase in appropriation was needed for supplies and contribution to the fleet operating fund to cover maintenance and operation of vehicles.

500 To cover demolition cost and Bureau Veritas that handle code enforcement issues.

FY 2011-12 BUDGET AMENDMENT

		Adopted Budget	Amended Budget		Difference Add/(subtract)
Main Street Program					
524	<u>Expenditure Category</u>				
100	Employee Services	\$ 46,239	\$ 46,311		72
200	Operational Supplies	1,495	954		(541)
300	Facilities Oper./Maint.	300	-		(300)
400	Equip. Oper./Maint.	300	300		-
500	Contract Services/Fees	1,420	940		(480)
Total		\$ 49,754	\$ 48,505		\$ (1,249)

Moody Museum					
527	<u>Expenditure Category</u>				
200	Operational Supplies	905	805		(100)
300	Facilities Oper./Maint.	5,090	43,200		38,110
500	Contract Services/Fees	1,300	1,300		-
Departmental Total		\$ 7,295	\$ 45,305		\$ 38,010

300 Approved by council for maintenance and repairs to the Moody Museum.

Public Library					
532	<u>Expenditure Category</u>				
100	Employee Services	\$ 299,286	\$ 300,228		942
200	Operational Supplies	11,542	10,962		(580)
300	Facilities Oper./Maint.	48,300	38,900		(9,400)
400	Equip. Oper./Maint.	600	750		150
500	Contract Services/Fees	8,820	8,997		177
700	Capital Outlay	42,000	42,000		-
Departmental Total		\$ 410,548	\$ 401,837		\$ (8,711)

Fire Services					
542	<u>Suppression -EMS</u>				
	<u>Expenditure Category</u>				
100	Employee Services	\$ 1,518,143	\$ 1,525,879		7,736
200	Operational Supplies	47,950	49,837		1,887
300	Facilities Oper./Maint.	44,450	37,837		(6,613)
400	Equip. Oper./Maint.	79,651	87,751		8,100
500	Contract Services/Fees	19,347	22,030		2,683
700	Capital Outlay	22,000	21,680		(320)
800	Civil Service Transfer	5,000	2,500		(2,500)
Departmental Total		\$ 1,736,541	\$ 1,747,514		\$ 10,973

100 Increase in overtime cost however did have some salaries savings to help off-set this cost.

200/400 Additional supplies needed / increase to Fleet Operating Fund to off-set the increase for repair & maintenance and fuel cost for vehicles.

Police Services					
552	<u>Field Services Division</u>				
	<u>Expenditure Category</u>				
100	Employee Services	\$ 2,062,370	\$ 1,963,045		(99,325)
200	Operational Supplies	27,260	41,409		14,149
300	Facilities Oper./Maint.	60,590	55,865		(4,725)
400	Equip. Oper./Maint.	167,238	168,738		1,500
500	Contract Services/Fees	54,711	69,810		15,099
800	Civil Service Transfer	20,000	33,000		13,000
Total		\$ 2,392,169	\$ 2,331,867		\$ (60,302)

558	<u>Animal Control</u>				
	<u>Expenditure Category</u>				
100	Employee Services	\$ 77,643	\$ 76,853		\$ (790)
200	Operational Supplies	4,050	8,475		4,425
300	Facilities Oper./Maint.	6,145	8,045		1,900
400	Equip. Oper./Maint.	6,200	7,000		800
500	Contract Services/Fees	5,085	7,500		2,415
Total		\$ 99,123	\$ 107,873		\$ 8,750
200-500 Had increases in expenditures to these categories but also the use of donated funds were expensed.					
Departmental Total		\$ 2,491,292	\$ 2,439,740		\$ (51,552)

Public Works					
561	<u>Administration</u>				
	<u>Expenditure Category</u>				
100	Employee Services	\$ 145,312	\$ 110,118		\$ (35,194)
200	Operational Supplies	300	1,886		1,586
300	Facilities Oper./Maint.	925	1,675		750
400	Equip. Oper./Maint.	300	300		-
Total		\$ 146,837	\$ 113,979		\$ (32,858)

FY 2011-12 BUDGET AMENDMENT

563 Street Maintenance

		Adopted Budget	Amended Budget		Difference Add/(subtract)
<u>Expenditure Category</u>					
100	Employee Services	\$ 595,205	549,677		(45,528)
200	Operational Supplies	127,197	85,712		(41,485)
300	Facilities Oper./Maint.	223,033	97,089		(125,944)
400	Equip. Oper./Maint.	199,386	205,457		6,071
500	Contract Services/Fees	95,181	99,049		3,868
Total		\$ 1,240,002	\$ 1,036,984		\$ (203,018)

565 Parks and Recreation

<u>Expenditure Category</u>					
100	Employee Services	\$ 277,417	\$ 257,360	\$	(20,057)
200	Operational Supplies	70,579	86,570		15,991
300	Facilities Oper./Maint.	88,323	111,928		23,605
400	Equip. Oper./Maint.	21,102	25,202		4,100
500	Contract Services/Fees	136,986	152,563		15,577
Total		\$ 594,407	\$ 633,623		\$ 39,216

200-500 Increase expenditures in the upkeep of the parks to include repairs to the Murphy park pool.

573 Engineering & Inspection Division

<u>Expenditure Category</u>					
100	Employee Services	\$ 143,228	\$ 141,623	\$	(1,605)
200	Operational Supplies	1,550	6,650		5,100
300	Facilities Oper./Maint.	1,960	2,405		445
400	Equip. Oper./Maint.	6,200	8,500		2,300
500	Contract Services/Fees	44,100	30,107		(13,993)
Total		\$ 197,038	\$ 189,285		\$ (7,753)

Departmental Total

\$ 2,178,284	\$ 1,973,871		\$ (204,413)
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General Services

566 Facilities Maintenance

<u>Expenditure Category</u>					
100	Employee Services	\$ 186,727	\$ 189,692	\$	2,965
200	Operational Supplies	12,375	19,925		7,550
300	Facilities Oper./Maint.	109,300	130,700		21,400
400	Equip. Oper./Maint.	8,500	10,710		2,210
500	Contract Services/Fees	9,300	8,788		(512)
Total		\$ 326,202	\$ 359,815		\$ 33,613

100 Reclassification of a position

200-400 Additional cost for remodeling of facilities to include repairs.

575 Information Tech Division

<u>Expenditure Category</u>					
100	Employee Services	\$ 51,890	52,106	\$	216
200	Operational Supplies	150	448		298
300	Facilities Oper./Maint.	600	600		-
400	Equip. Oper./Maint.	3,100	4,300		1,200
500	Contract Services/Fees	37,729	38,561		832
Total		\$ 93,469	\$ 96,015		\$ 2,546

200-500 Additional computer supplies needed/An increase to the Fleet Operating Fund to cover the repairs & maintenance and fuel cost/cover recurring cost with Time Warner for internet services.

Departmental Total

\$ 419,671	\$ 455,830		\$ 36,159
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Non-departmental

592

<u>Expenditure Category</u>					
500	Contract Services/Fees	\$ 1,245,300	\$ 1,305,723	\$	60,423
600	Bad Debt	3,000	5,100		2,100
800	Contingencies	80,268	471,787		391,519
900	Debt Service	62,400	62,400		-
Departmental Total		\$ 1,390,968	\$ 1,845,010		\$ 454,042

500-600 Solid Waste provider granted an increase in solid waste collection/An increase to cover antipant write-offs on garbage accounts

800 To cover Small Parks Grant overage of \$11,618 + Tennis Court repairs of \$50,000 + \$200 claim payment + \$409,969 in contingency reserves.

Total General Fund Expenditures

\$ 10,696,910	\$ 10,998,672		\$ 301,762	2.8%
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Revenue less Expenditures

\$ -	\$ 555,120		\$ 555,120
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FY 2011-12 BUDGET AMENDMENT

SPECIAL REVENUE FUNDS

119 --TAX INCREMENT FINANCING FUND (TIF)

REVENUE

Revenue Category

310 Taxes

111 Current Property tax
Subtotal

330 Intergovernmental

238 Local reimbursement/refund
Subtotal

430 Use of Money and Property

331 Interest income
Subtotal

Total Revenues

EXPENDITURES

Expenditure Category

500 Contract Services

700 Capital Outlay

Total

Revenue less Expenditures

120 -- HOTEL/MOTEL TAX FUND

REVENUE

Revenue Category

310 Taxes

143 Hotel Occupancy Tax
274 Late Payment Penalty
Subtotal

Total Revenues

EXPENDITURES

Expenditure Category

500 Contract Services

800 Contributions/Transfers

Subtotal

Total

Revenue less Expenditures

121 -- TEXAS CAPITAL FUND- No Change

123 -- MAIN STREET REVENUE FUND

REVENUE

Revenue Category

440 Donations From Private Sources

355 Heritage Sq Lights
357 Sales and Other Fundraisings
358 Taylor Zest Festival

Total Revenues

Adjust to actual.

EXPENDITURES

Expenditure Category

100 Employee Services

200 Operational Supplies

500 Contract Services

800 Contributions-Façade Grants

Total

Revenue less Expenditures

200/500 Adjust to actual expenditures/Printing cost for the Taylor History Books.

Adopted Budget	Amended Budget		Difference Add/(subtract)
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Adopted	Amended Budget		Difference Add/(subtract)
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\$ 57,504	\$ 63,489		\$ 5,985
\$ 57,504	\$ 63,489		\$ 5,985

\$ 34,620	\$ 38,043		\$ 3,423
\$ 34,620	\$ 38,043		\$ 3,423

\$ 300	\$ 405		\$ 105
\$ 300	\$ 405		\$ 105

\$ 92,424	\$ 101,937		\$ 9,513
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\$ 20,000	\$ -		\$ (20,000)
\$ -	\$ 20,000		\$ 20,000
\$ 20,000	\$ 20,000		\$ -

\$ 72,424	\$ 81,937		\$ 9,513
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Adopted	Amended Budget		Difference Add/(subtract)
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\$ 80,000	\$ 60,000		\$ (20,000)
\$ -	\$ 616		\$ 616
\$ 80,000	\$ 60,616		\$ (19,384)

\$ 80,000	\$ 60,616		\$ (19,384)
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\$ -	\$ 20,000		\$ 20,000
\$ 60,000	\$ 45,000		\$ (15,000)
\$ 60,000	\$ 65,000		\$ 5,000

\$ 60,000	\$ 65,000		\$ 5,000
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\$ 20,000	\$ (4,384)		\$ (14,384)
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Adopted	Amended Budget		Difference Add/(subtract)
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\$ 2,000	\$ -		\$ (2,000)
3,000	7,500		4,500
16,000	12,677		(3,323)
\$ 21,000	\$ 20,177		\$ (823)

\$ -	\$ -		\$ -
15,500	12,341		(3,159)
-	3,958		3,958
20,000	20,000		-
\$ 35,500	\$ 36,299		\$ 799

\$ (14,500)	\$ (16,122)		\$ (1,622)
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FY 2011-12 BUDGET AMENDMENT

124 -- CEMETERY LAND PURCHASE FUND-No Changes

125 -- MUNICIPAL COURT SPECIAL FEE FUND

		Adopted	Amended Budget		Difference Add/(subtract)
REVENUE					
<u>Revenue Category</u>					
410	Fines Forfeitures				
	412 Building Security Fee	\$ 9,000	\$ 7,000	\$ (2,000)	
	413 Technology Fees	12,000	10,000	(2,000)	
	Subtotal 110	\$ 21,000	\$ 17,000		\$ (4,000)
	Total Revenues	\$ 21,000	\$ 17,000		\$ (4,000)
Adjust to actual.					
EXPENDITURES					
Municipal Court Bldg. Security					
<u>Expenditure Category</u>					
200	Operational	\$ -	4,005	4,005	
	Total	\$ -	\$ 4,005		\$ 4,005
200	To installed card reading security door at the Annex Building.				
Municipal Court Technology					
100	Employee Services	\$ -	\$ 5,703	5,703	
200	Operational	\$ -	372	372	
700	Capital Outlay	\$ -	5,995	5,995	
	Total	\$ -	\$ 12,070		\$ 12,070
100	Training for new employees				
200/700	With the move of the Utility Admin department the purchase of a printer and copier will be need for Municipal Court.				
	Total Expenditures	\$ -	\$ 16,075		\$ 16,075
	Revenue less Expenditures	\$ 21,000	\$ 925		\$ 20,075

129 -- LIBRARY GRANT/DONATION FUND

		Adopted	Amended Budget		Difference Add/(subtract)
REVENUE					
330	Intergovernmental Revenue				
	229 Other State Grants	\$ 5,000	225	\$ (4,775)	
	Subtotal	\$ 5,000	\$ 225	\$ (4,775)	
430	Use of Money & Property				
	331 Interest Income	\$ 300	\$ 370	\$ 70	
	Subtotal	\$ 300	\$ 370	\$ 70	
440	Donations for Private Sources				
	359 Misc. Donations	\$ -	\$ 760	\$ 760	
	Subtotal	\$ -	\$ 760	\$ 760	
	Total Revenues	\$ 5,300	\$ 1,355	\$ (3,945)	
EXPENDITURES					
100	Employee Services	\$ -	\$ 100	\$ 100	
200	Operational Supplies	\$ -	\$ 3,000	3,000	
500	Other Contract Services	\$ 2,500	500	(2,000)	
700	Capital Outlay	\$ 2,500	1,500	(1,000)	
	Total	\$ 5,000	\$ 5,100	\$ 100	
	Revenue less Expenditures	\$ 300	\$ (3,745)	\$ (4,045)	

130 -- CIVIL SERVICE FUND

		Adopted	Amended Budget		Difference Add/(subtract)
REVENUE					
<u>Code Revenue Category</u>					
450	Interfund Operating-Transfer				
	365 Transfer from General Fund(Police & Fire)	\$ 10,000	\$ 20,505	\$ 10,505	
	Total Revenues	\$ 10,000	\$ 20,505	\$ 10,505	
EXPENDITURES					
627	<u>Code Expenditure Category - Police</u>				
	100 Employee Services	\$ -	\$ 20,505	20,505	
	Total	\$ -	\$ 20,505	\$ 20,505	
628	<u>Code Expenditure Category - Fire</u>				
	100 Employee Services	\$ -	\$ -	-	
	Total	\$ -	\$ -	\$ -	
	Total Expenditures	\$ -	\$ 20,505	\$ 20,505	
	Revenue less Expenditures	\$ 10,000	\$ -	\$ (10,000)	

FY 2011-12 BUDGET AMENDMENT

140 -- DEBT SERVICE FUND

140 General I&S Fund(Tax Supported)

REVENUE

Revenue Category

310 Taxes

111 Current Property Taxes

Sub-Total

430 Use of Money & Property

331 Interest Income

Sub-Total

Total Revenues

EXPENDITURES

Expenditure Category

500 Contract Services

900 Debt Service

Sub-Total

Total Expenditures

Revenue less Expenditures

144 -- UTILITY I & S FUND

REVENUE

Revenue Category

450 Interfund Operating Transfer

368 From Public Utilities Fund

Sub-Total

Total Revenues

EXPENDITURES

Expenditure Category

900 Debt Service

Sub-Total

Total Expenditures

Revenue less Expenditures

146 -- AIRPORT CO BOND I&S FUND- No Changes

Adopted Budget	Amended Budget		Difference Add/(subtract)
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Adopted	Amended Budget		Difference Add/(subtract)
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\$	1,542,404	\$	1,600,000	\$	57,596
\$	1,542,404	\$	1,600,000		\$ 57,596

\$	1,200	\$	1,200	\$	-
\$	1,200	\$	1,200		\$ -

\$	1,543,604	\$	1,601,200		\$ 57,596
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\$	2,100	\$	1,500	\$	(600)
\$	1,642,404	\$	1,744,744	\$	102,340
\$	1,644,504	\$	1,746,244		\$ 101,740

\$	1,644,504	\$	1,746,244		\$ 101,740
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\$	(100,900)	\$	(145,044)		\$ (44,144)
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Adopted	Amended Budget		Difference Add/(subtract)
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\$	2,431,787	\$	2,329,447	\$	(102,340)
\$	2,431,787	\$	2,329,447		\$ (102,340)

\$	2,431,787	\$	2,329,447		\$ (102,340)
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	2,431,787		2,329,447	\$	(102,340)
\$	2,431,787	\$	2,329,447		\$ (102,340)

\$	2,431,787	\$	2,329,447		\$ (102,340)
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\$	-	\$	-		\$ -
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FY 2011-12 BUDGET AMENDMENT

200 ROADWAY IMPACT FEE FUND

REVENUE

340 Assessments

328 Roadway Impact fees

Total

EXPENDITURES

500 Contract Services

Total

Revenue less Expenditures

300 Municipal Drainage Utilities System

REVENUE

340 Charges for Services

260 Drainage Fees

274 Late Payment Fees

Sub-Total

430 Use of Money & Property

335 Reimbursement/Repayments

Sub-Total

470 Proceeds Gen. Long Term Liability

382 Bond Proceeds Series 2012

Sub-Total

Total Revenues

EXPENDITURES

500 Contract Services

600 Depreciation/Bad Debt

700 Capital Outlay

800 Contributions/Transfers

Total

Revenue less Expenditures

Adopted Budget	Amended Budget		Difference Add/(subtract)
\$ 22,000	\$ 62,433	\$ 40,433	
\$ 22,000	\$ 62,433		\$ 40,433
\$ -	\$ -	\$ -	
\$ -	\$ -		\$ -
\$ 22,000	\$ 62,433		\$ 40,433
\$ 155,200	\$ 220,400	\$ 65,200	
\$ 1,200	\$ 2,600	\$ 1,400	
\$ 156,400	\$ 223,000		\$ 66,600
\$ -	\$ 3,000	\$ 3,000	
\$ -	\$ 3,000		\$ 3,000
\$ -	\$ 555,120	\$ 555,120	
\$ -	\$ 555,120		\$ 555,120
\$ 156,400	\$ 781,120		\$ 624,720
\$ -	\$ 6,500	6,500	
\$ -	\$ 90	90	
\$ -	\$ 4,056	4,056	
\$ 60,000	\$ 615,120	555,120	
\$ 60,000	\$ 625,766		\$ 565,766
\$ 96,400	\$ 155,354		\$ 58,954

FY 2011-12 BUDGET AMENDMENT

340 -- UTILITY FUND

330 Intergovernmental Rev.

Intergovernmental Rev. Total

340 Charges for Services

271 Water Sales	\$ 3,852,616	\$ 4,177,500	\$ 324,884
272 Connect Fees	\$ 18,500	\$ 20,000	\$ 1,500
273 Transfer Fees	\$ 3,300	\$ 3,300	\$ -
274 Late Payment Fees	\$ 145,000	\$ 160,000	\$ 15,000
275 Sewer Svcs. Charges	\$ 2,269,562	\$ 2,350,000	\$ 80,438
276 Wholesale Water Charges	\$ 350,000	\$ 400,000	\$ 50,000
277 Administration Fees	\$ 85,000	\$ 100,000	\$ 15,000
279 Bulk Sewer Disposal Fee	\$ 3,700	\$ 5,000	\$ 1,300
280 Misc. Water Svc. Fees	\$ 20,000	\$ 20,000	\$ -
289 Credit Card Processing Fee	\$ 17,500	\$ 20,900	\$ 3,400
Sub-Total	\$ 6,765,178	\$ 7,256,700	\$ 491,522

420 Assessments

321 Water Tap Fees	\$ 8,700	\$ 10,500	\$ 1,800
322 Sewer Tap Fees	\$ 3,800	\$ 7,500	\$ 3,700
325 Meter Fees	\$ 4,500	\$ 7,800	\$ 3,300
Sub-Total	\$ 17,000	\$ 25,800	\$ 8,800

430 Use of Money and Property

331 Interest Income	8,000	\$ 6,000	\$ (2,000)
333 Rental Income (Leases)	38,700	\$ 35,700	\$ (3,000)
334 Misc. Revenue	5,000	\$ 2,200	\$ (2,800)
Sub-Total	\$ 51,700	\$ 43,900	\$ (7,800)

460 Proceeds Gen.. Fixed Assets

376 Bulk Water Sales	4,000	\$ 2,100	\$ (1,900)
Sub-Total	\$ 4,000	\$ 2,100	\$ (1,900)

Total Utility Fund Revenue

\$ 6,837,878	\$ 7,375,550	\$ 537,672	7.9%
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EXPENDITURES

701 Utility Administration

Expenditure Category

100 Employee Services	\$ 267,924	\$ 258,785	\$ (9,139)
200 Operational Supplies	47,270	49,643	2,373
300 Facilities Oper./Maint.	5,124	4,425	(699)
400 Equip. Oper./Maint.	6,910	9,100	2,190
500 Contract Services/Fees	53,434	53,545	111
Departmental Total	\$ 380,662	\$ 375,498	\$ (5,164)

706 Wastewater Treatment Plant Operations & Maintenance

Expenditure Category

100 Employee Services	\$ 106,088	\$ 112,802	6,714
200 Operational Supplies	36,710	30,955	(5,755)
300 Facilities Oper./Maint.	281,615	186,115	(95,500)
400 Equip. Oper./Maint.	22,100	31,400	9,300
500 Contract Services/Fees	65,000	70,755	5,755
Departmental Total	\$ 511,513	\$ 432,027	\$ (79,486)

708 Utility Distribution/Collection System Maintenance

Expenditure Category

100 Employee Services	\$ 795,168	\$ 758,960	\$ (36,208)
200 Operational Supplies	243,153	243,390	237
300 Facilities Oper./Maint.	30,430	50,450	20,020
400 Equip. Oper./Maint.	125,956	132,446	6,490
500 Contract Services/Fees	93,380	75,488	(17,892)
Departmental Total	\$ 1,288,087	\$ 1,260,734	\$ (27,353)

709 W/WW Fund - Nondepartmental

Code Expenditure Category

200 Operational Supplies	\$ 1,290,900	\$ 1,608,473	\$ 317,573
500 Contract Services/Fees	53,300	95,600	42,300
600 Bad Debt	30,000	30,000	-
800 Contrib. & Conting.	851,629	1,243,771	392,142
900 Debt Service	2,431,787	2,329,447	(102,340)
Departmental Total	\$ 4,657,616	\$ 5,307,291	\$ 649,675

Total Fund Expenditures

\$ 6,837,878	\$ 7,375,550	\$ 537,672
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Revenue less Expenditures

\$ -	\$ -	\$ -
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FY 2011-12 BUDGET AMENDMENT

345 -- UTILITY IMPACT FUND

REVENUE

340 Charges for Services

323 Water Cap. Impact Fee

324 Sewer Cap. Impact Fee

Total

EXPENDITURES

500 Contract Services

Total

Revenue less Expenditures

Adopted Budget	Amended Budget		Difference Add/(subtract)
\$ 15,325	\$ 62,604	\$ 47,279	
3,200	31,631	28,431	
\$ 18,525	\$ 94,235		\$ 75,710
\$ -	\$ 13,174	\$ 13,174	
\$ -	\$ 13,174		\$ 13,174
\$ 18,525	\$ 81,061		\$ 62,536

350 -- AIRPORT FUND- No Changes

370 -- CEMETERY OPERATING FUND

Revenue

340 Charges for Services

286 Grave Digging Svcs.

287 Gravesite Marking

Subtotal

430 Use of Money and Property

331 Interest Income

333 Rental Income (Leases)

334 Misc. Revenue

Subtotal

440 Donations from Private Source

359 Cemetery Misc. Donations

Subtotal

450 Interfund Operating Transfer

363 Transfer in from Cemetery Perm. Fund

Subtotal

460 Proceeds General Fixed Assets

372 Cemetery Lot Sale-Unrestricted

373 Cemetery Lot Sale-Extended

Subtotal

Total Revenue

Adopted	Amended Budget		Difference Add/(subtract)
\$ 73,300	\$ 76,500	\$ 3,200	
1,040	1,650	610	
\$ 74,340	\$ 78,150		\$ 3,810
\$ 250	\$ 250	\$ -	
500	500	-	
1,700	1,700	-	
\$ 2,450	\$ 2,450		\$ -
\$ -	\$ 500	500	
\$ -	\$ 500		\$ 500
\$ 22,000	\$ 50,000	\$ 28,000	
\$ 22,000	\$ 50,000		\$ 28,000
\$ 30,000	\$ 38,000	\$ 8,000	
8,000	1,614	(6,386)	
\$ 38,000	\$ 39,614		\$ 1,614
\$ 136,790	\$ 170,714		\$ 33,924

Expenditures

100 Employee Services

200 Operational Supplies

300 Facilities Oper./Maint.

400 Equip. Oper./Maint.

500 Contract Services/Fees

800 Contributions/Transfers

Departmental Total

Revenue less Expenditures

\$ 20,944	\$ 32,213	\$ 11,269	
7,750	7,750	-	
3,040	2,870	(170)	
3,100	4,400	1,300	
86,800	88,900	2,100	
40,000	40,000	-	
\$ 161,634	\$ 176,133		\$ 14,499
\$ (24,844)	\$ (5,419)		\$ 19,425

FY 2011-12 BUDGET AMENDMENT

382 -- FLEET SERVICES OPERATING FUND

REVENUE

340 Charges for Services

277 Equipment Rental Fee

Total Charges for Serv.

420 Assessments

329 Payment of Claims

Total Charges for Serv.

Total Revenue

EXPENDITURES

100 Employee Services

200 Operational Supplies

300 Facilities Oper./Maint.

400 Equipt. Oper./Maint.

500 Contract Services/Fees

Departmental Total

Revenue less Expenditures

384 -- FLEET REPLACEMENT FUND

REVENUE

340 Charges for Services

278 Equipment Rental Fee

Subtotal

420 Assessments

329 Payment on a Claim

Subtotal

460 Proceeds General Fixed Assets

374 Sale of Surplus equip

Subtotal

470 Proceeds Gen. Long Term Debt

392 Bank Escrow

Subtotal

Total Revenue

EXPENDITURES

700 Capital Outlay

900 Debt Service

Total Expenditures

Revenue less Expenditures

410 -- CEMETERY PERMANENT FUND

REVENUE

430 Use of Money and Property

331 Interest Earned

Subtotal

460 Proceeds General Fixed Assets

371 Cemetery Lot Sale-Restricted

Subtotal

Total Revenue

EXPENDITURES

500 Contract Services & Fees

800 Contributions/Transfers

Total

Total Expenditures

Revenue less Expenditures

Adopted Budget	Amended Budget		Difference Add/(subtract)
Adopted	Amended Budget		Difference Add/(subtract)
621,112	667,360		46,248
\$ 621,112	\$ 667,360		\$ 46,248
	-		-
\$ -	\$ -		\$ -
\$ 621,112	\$ 667,360		\$ 46,248
\$ 125,864	\$ 130,552		\$ 4,688
17,250	18,065		815
1,640	1,800		160
432,704	474,879		42,175
43,654	42,064		(1,590)
\$ 621,112	\$ 667,360		\$ 46,248
\$ -	\$ -		\$ -
Adopted	Amended Budget		Difference Add/(subtract)
\$ -	\$ -		-
\$ -	\$ -		\$ -
\$ -	\$ 13,129		\$ 13,129
\$ -	\$ 13,129		\$ 13,129
	\$ 20,331		20,331
\$ -	\$ 20,331		\$ 20,331
\$ -	\$ 400		\$ 400
\$ -	\$ 400		\$ 400
\$ -	\$ 33,860		\$ 33,860
\$ -	\$ 97,797		\$ 97,797
96,810	102,045		5,235
\$ 96,810	\$ 199,842		\$ 103,032
\$ (96,810)	\$ (165,982)		\$ (69,172)
Adopted	Amended Budget		Difference Add/(subtract)
\$ 22,000	\$ 22,000		\$ -
\$ 22,000	\$ 22,000		\$ -
\$ 12,000	\$ 14,000		\$ 2,000
\$ 12,000	\$ 14,000		\$ 2,000
\$ 34,000	\$ 36,000		\$ 2,000
\$ 25	\$ 25		\$ -
22,000	50,000		28,000
\$ 22,025	\$ 50,025		\$ 28,000
\$ 22,025	\$ 50,025		\$ 28,000
\$ 11,975	\$ (14,025)		\$ (26,000)

ORDINANCE NO. 2012-30

AN ORDINANCE OF THE CITY OF TAYLOR, TEXAS AMENDING ORDINANCE NO. 2011-26 ADOPTED ON SEPTEMBER 27, 2011, MAKING APPROPRIATIONS FOR THE SUPPORT OF THE CITY FOR FISCAL YEAR BEGINNING OCTOBER 1, 2011 AND ENDING SEPTEMBER 30, 2012; BY AMENDING THE AMOUNT OF APPROPRIATIONS FOR THE GENERAL FUND AS WELL AS OTHER FUNDS THAT PROVIDE FOR THE PAYMENT OF OPERATING EXPENSES AND CAPITAL OUTLAY AND BY CHANGING THE AMOUNT APPROPRIATED FOR VARIOUS DEPARTMENTS OF THE CITY.

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

SECTION 1.0: That the appropriations for the fiscal year beginning October 1, 2011 and ending September 30, 2012, for the support of the general government of the City of Taylor, Texas be amended for said term in accordance with the change in revenues and expenditures shown in the attached Exhibit A.

SECTION 2.0: That the amendment, as shown in words and figures in Exhibit A, is hereby approved in all aspects and adopted as an amendment to the City budget for the fiscal year October 1, 2011 and ending September 30, 2012.

SECTION 3.0: In accordance with Article 8 of the City Charter, this ordinance was introduced before the City Council of the City of Taylor, Texas on the 13th day of September, 2012.

PASSED, APPROVED, and ADOPTED on the _____ day of September, 2012.

Donald R. Hill, Mayor
City of Taylor, Texas

ATTEST:

Susan Brock, City Clerk



***City Council Meeting
September 27, 2012
Agenda Item Transmittal***

Agenda Item #: 5

Agenda Title: Approve by consent Ordinance 2012-31 amending the Fee Ordinance for city services.

Council Action to be taken: Approve by consent

Initiating Department: Finance Department

Staff Contact: Rosemarie Dennis, Finance Director

1. INTRODUCTION/PURPOSE

This agenda item is to approve by consent Ordinance 2012-31 to amend the current fee schedule for the FY2012-13.

2. DESCRIPTION/ JUSTIFICATION

To coincide with the adoption of the annual budget for the upcoming new fiscal year, the City Council should also consider adopting a new fee schedule and service charges. Ordinance 2012-13 is proposed to serve this purpose.

The information below summarizes the changes in the fee schedule for FY2012-13. All other fees will remain unchanged. The additions as well as any changes from the current fee schedule are shown in red ink in Exhibit A of the fee schedule.

Summary description of changes:

- **Airport-** Hanger and tie down rental are proposed with a 2.7% increase per CPI.
- **Planning & Development Services-** This fee schedule now includes commercial remodeling fees for permits in all permitting categories. Also, includes accessory structures in the miscellaneous permit and fees for this category. These fees were previously approved, but not included in fee schedule that was revised in September 2011. This is to correct the fee schedule. There is one new fee which is the HVAC change out and one increase in fee for Driveway/ROW permit.

- **Miscellaneous Fees and Permits-** With the adoption of the “guidelines for filming in the City of Taylor” back in July; these fees are to be included in the fee schedule.

Staff will be available to answer any questions that Council may have in regards to any of changes in the fee schedule.

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

This ordinance was introduced at the September 13, 2012 council meeting.

5. RECOMMENDATION

Approve by consent Ordinance 2012-31 for City services.

6. REFERENCE FILES

5a [Exhibit A FY2012-13 Fee Schedule.](#)

5b [Ordinance 2012-31](#)

"EXHIBIT A"**City of Taylor - Fee Schedule for City Services 2012-13****AIRPORT**

Hanger and Tie Down Rental		Monthly Fee	
Hangar A	10 Units	\$ 185.00	\$ 190.00
Hangar B	6 Units	\$ 122.00	\$ 125.29
Hangar C	12 Units	\$ 258.00	\$ 264.97
Hangar D	12 Units	\$ 258.00	\$ 264.97
Hangar E	8 Units	\$ 258.00	\$ 264.97
	2 Units	\$ 312.00	\$ 320.42
	2 Units	\$ 347.00	\$ 356.37
Tie Downs	27	\$ 36.00	\$ 36.97
Over Night Tie Downs	8	\$ 5.10	per night if no fuel is purchased
Late Payment fee, if not paid by due date		10%	
Long Term rental of hangar space in main hangar		as negotiated	
Long Term rental of living quarters at airport		as negotiated	
Fuel Sales			
AV Gas LL100		as determined by City Manager	
Jet A		as determined by City Manager	

ANIMAL CONTROL

Animal Adoption		\$ 80.00	
Annual animal registration			
If registration is done by veterinarian , the veterinarian retains \$1.50 of the fee and remits remainder to the City. All veterinarian costs incurred are passed on to the owner.			
Dog/Cat - Altered (Spayed or neutered) proof is required		\$ 5.00	Per tag
Dog/Cat - Unaltered (Not spayed or neutered)		\$ 15.00	Per tag
Boarding Fees (on or off-site)		\$ 15.00	Per day
Owner Surrender			
Animal-*Animal is heartworm negative, current on vaccinations, altered and deemed adoptable by Animal Control Supervisor		\$ 30.00	Per occurrence
Animal-*Animal is heartworm negative and deemed adoptable by Animal Control Supervisor, however needs vaccinations and/or alteration		\$ 80.00	Per occurrence
Litters (under 10 weeks of age)		\$ 60.00	
Pick-up:			
Deceased Animal		\$ 35.00	Per occurrence
Deceased Animal - After Hours		\$ 50.00	Per occurrence
Impound fee			
Live Animal		\$ 35.00	Per occurrence
Live Animal - After Hours		\$ 50.00	Per occurrence
Rabies quarantine:			
10 days boarding fee + impound fee + registration fee (if necessary)			
Rabies vaccination		\$ 25.00	Per year
Specialized Food		\$ 10.00	Minimum
Return Charges:			
Loose animals that are picked up		\$ 35.00	Per occurrence
Loose animals that are picked up(2nd occurrence per annum)		\$ 55.00	
Loose animals that are picked up(3rd occurrence per annum)		\$ 75.00	
Loose livestock that are picked up		\$ 65.00	Per occurrence

City of Taylor - Fee Schedule for City Services 2012-13

CEMETERY

Grave Digging Fees			
Normal Size	Weekdays 9am - 4pm	\$	600.00
Normal Size	Weekdays after 3:30 pm; Holidays/Weekends	\$	700.00
Infant or Ashes	Weekdays 9am - 4pm	\$	400.00
Infant or Ashes	Weekdays after 3:30 pm; Holidays/Weekends	\$	500.00
Oversize	Weekdays 9am - 4pm	\$	700.00
Oversize	Weekdays after 3:30 pm; Holidays/Weekends	\$	800.00
Disinterment	Weekdays 9am - 4pm	\$	850.00
Disinterment	Weekdays after 3:30 pm; Holidays/Weekends	\$	1,100.00
Sale of Cemetery Spaces			
Adult		\$	700.00 +\$25 deed filing fee for each sale
Infant/Child or Ashes		\$	350.00 +\$25 deed filing fee for each sale
Other Fees			
Location & marking of gravestone		\$	20.00
Transfer of lots/spaces by grantee		\$	30.00
Temporary grave markers		\$	20.00

FIRE DEPARTMENT

Following fees to be paid in advance by licensed party who holds permit:

Fire Department Permits/Fees

Site and subdivision plans	\$	100.00	
False Alarm (after 3rd Alarm)	\$	50.00	per occurrence
Special Events (includes plans review and inspection)	\$	100.00	
See also Planning & Development fees			
Controlled burn in city limits - Approved	\$	50.00	
Controlled burn in city limits - Unapproved	\$	300.00	fine
Fire reports	\$	3.00	

Inspections

CSI Inspection	\$	40.00	
Annual safety inspection - commercial buildings:		No charge	
Re-inspection fee - after second inspection	\$	50.00	
Fire final	\$	100.00	
Assisted living institutions	\$	50.00	
Day care centers (providing care for less than 10)	\$	50.00	
Day care centers (providing care for 11 or more)	\$	50.00	
Nursing homes	\$	100.00	
Hospital	\$	100.00	
Foster/adoption home	\$	25.00	

Test/Acceptance Test/ Plans Review

Fuel distribution tank and pipe installation (plans review and testing)	\$	150.00	
Hydrant flow test	\$	100.00	
Suppression System Plans Review	\$	300.00	per each system
Suppression System Test	\$	50.00	
Suppression System Test/Acceptance Per Floor Test <200(>200 \$.50 per device)	\$	100.00	
Suppression System Fire Pump Test/Acceptance test	\$	25.00	
Fire Alarm System Plan Review	\$	100.00	
Fire Alarm System /test/acceptance test	\$	75.00	
Carnival Inspection	\$	100.00	
Interior Seasonal Event	\$	100.00	
Kitchen vent hood suppression system plan review	\$	100.00	
Kitchen vent hood suppression system / Test/acceptance test	\$	50.00	
LP tank storage installation (plans review and testing)	\$	150.00	

City of Taylor - Fee Schedule for City Services 2012-13

Alternative fire suppression systems (spray booths, Dry/Wet Chem., etc.)	\$ 50.00
Alternative fire suppression systems (spray booths, Dry/Wet Chem., etc.) plans review	\$ 100.00

Fines for Negligent or Irresponsible Actions

- 1 A fine shall be charged for negligent, irresponsible, or otherwise unacceptable and malicious acts.
- 2 Charges may be filed in Municipal Court by the Taylor Fire Department, and a fine may be accessed.
- 3 Fines for such acts shall be assessed as follows:
 - Misadventure and/or Deliberate Risk taking (each incident) \$200 minimum plus Municipal Court Costs, if any.
 - Failure to respond to Lawful Warning or Order (each occurrence) \$200 minimum plus Municipal Court Costs, if any.
 - Injury to Fire Personnel due to deliberate act (each injury) - Any and all medical costs incurred by the employee, rehabilitation costs, lost of income, and any further compensation that may be necessary.
 - Damage to Fire Apparatus, equipment or property due to a deliberate act (each item)-The replacement cost of the individual item (see list)
- 4 Unauthorized Control Burn Fee - Any burning that violates the city ordinance or state law not allowing burning thirty minutes before dawn or thirty minutes after dusk (each incident)-\$300 plus Municipal Court Costs, if any.

Note: The following list is not all-inclusive of equipment that may be damaged or contaminated during the course of a respond effort. Additional equipment that is not herein listed may be charged at actual replacement costs.

Following fees may be assessed against the insurance companies requesting Fire/EMS service at which the Taylor Fire Department responded. The same fees may be charged for specialized use or rental- such as but not limited to movie production or stand by services.

Apparatus

Aerial Apparatus	\$ 600.00	per truck, per hour
Brush Truck	\$ 325.00	per truck, per hour
Chief Vehicle	\$ 150.00	per hour
Class A Pumper	\$ 450.00	per truck, per hour
Command Unit	\$ 150.00	per hour
Heavy Rescue Truck (staffed with 2 personnel)	\$ 500.00	per truck, per hour
Medical Response Vehicle (staffed with 2 personnel)	\$ 150.00	per truck, per hour
Rehab (staffed with 1 personnel)	\$ 75.00	per hour
Tanker Apparatus	\$ 350.00	per truck, per hour

Personnel

Fire Inspectors	\$ 35.00	per hour
Fire Investigators	\$ 75.00	per hour
Firefighter	\$ 35.00	per hour
Haz-Mat Awareness	\$ 25.00	per hour
Haz-Mat Operation	\$ 35.00	per hour
Haz-Mat Tech	\$ 40.00	per hour
Incident Commander	\$ 75.00	per hour
Swift Water Team	\$ 200.00	per hour

Haz-Mat

Absorbent	\$ 17.00	per bag
Barricade Tape	\$ 20.00	per roll
Broom	\$ 20.00	each
Disposable Coveralls	\$ 20.00	each
Disposable Goggles	\$ 10.00	pair
Drum Liners	\$ 8.00	each
Latex Gloves	\$ 5.00	pair
Lite-Dri	\$ 20.00	per 50lb bag
Plug and Patch Kit	\$ 30.00	each
Poly Sheeting	\$ 50.00	per roll
Shovel	\$ 50.00	each
Top-Sol	\$ 30.00	per bag

Protective Equipment Replacement

Bunker Coat	\$ 800.00	each
Bunker Pants	\$ 800.00	each
FF Boots	\$ 275.00	pair
FF Gloves	\$ 65.00	pair

City of Taylor - Fee Schedule for City Services 2012-13

Helmet	\$	275.00	each
Nomex Hood	\$	25.00	each
Firefighting Agents			
AFFF Foam	\$	22.00	per gallon
Class A Foam	\$	17.00	per gallon
Light Water	\$	20.00	per gallon
Micro-Blaze	\$	30.00	per gallon
Super-All	\$	20.00	per gallon
Emergency Medical Service			
AED (use of FD Automatic External Defibrillator)	\$	200.00	each use
AED Pads	\$	25.00	each use
Biohazard	\$	10.00	per incident
CPR	\$	150.00	each patient
Dispatch Fee	\$	80.00	per incident
Flat Rate	\$	300.00	per incident
Spinal Immobilization	\$	200.00	each patient
Firefighting Equipment Replacement			
A-Frame Combo Ladder	\$	414.00	each
Attic Folding Ladder 10'	\$	255.00	each
Attic Folding Ladder 8'	\$	230.00	each
Deluge Monitor w/o pie & tips	\$	2,080.00	each
Extension Ladder 24'	\$	525.00	each
Extension Ladder 35'	\$	925.00	each
Foam Aerator Tube	\$	396.00	each
Fog Nozzle 1.0"	\$	510.00	each
Fog Nozzle 1.5-1.75"	\$	625.00	each
Fog Nozzle 2.5"	\$	680.00	each
Fog Nozzle 2.5" Master	\$	825.00	each
Fog Nozzle 2.5" Play pipe	\$	1,095.00	each
Hose 1.0"	\$	75.00	each 50'
Hose 1.0" booster	\$	125.00	each 50'
Hose 1.75"	\$	115.00	each 50'
Hose 2.5"	\$	145.00	each 50'
Hose 3.0"	\$	225.00	each 50'
Hose 5.0"	\$	685.00	each 100'
Motorola Portable Radio 800 MHz	\$	3,500.00	each
Motorola Portable Radio VHF	\$	1,000.00	each
PASS Alarm	\$	200.00	each
Roof Ladder 12'	\$	275.00	each
Roof Ladder 14'	\$	335.00	each
SCBA Air Mask	\$	240.00	each
SCBA Air Mask complete	\$	2,300.00	each
SCBA Spare Cylinders	\$	570.00	each
Stacked Tips w/Shaper	\$	566.00	each
Rescue Equipment Used			
Acetylene Cutting Kit	\$	185.00	per hour
Air Bags	\$	275.00	per hour
Air Impact Tools	\$	85.00	per hour
Ajax Cutting Tool	\$	35.00	per hour
Milwaukee Saws-All	\$	65.00	per hour
Oxygen with Mask	\$	90.00	per hour
Porta Power	\$	85.00	per hour
Rescue Tools: Spreaders, Cutters, Rams	\$	300.00	per hour
Fire Equipment Used			
ABC Extinguisher	\$	45.00	each
Axe(s)	\$	12.00	per hour

City of Taylor - Fee Schedule for City Services 2012-13

Barricade/Scene Tape	\$	20.00
Bolt Cutters (HD)	\$	12.00 per hour
Cellular Phone w/long dist. Chg.	\$	25.00
Chain Saw	\$	40.00 per hour
CO2 Extinguisher	\$	45.00 each
Explosive Meter	\$	180.00
Gas Plug/Gasoline Plug Kit	\$	45.00
Generator	\$	45.00 per hour
Hall Runner	\$	15.00 each
Halligan Tool	\$	12.00 per hour
Hand Lights	\$	15.00 each
K-Tool	\$	20.00
PPV Fans	\$	50.00 per hour
Purple K Extinguisher	\$	75.00 each
Rescue (K-12) Saw	\$	40.00 per hour
Rolls of Plastic	\$	30.00 each
Salvage Covers	\$	25.00 each
Scene Lights	\$	32.00 per hour
Tank, Portable/Fold-a-Tank	\$	150.00
Water Extinguisher	\$	15.00 each
Windshield Tool	\$	10.00

The following Fire/EMS fees are assessed and may be recovered by a loss recovery contractor as provided in Ordinance 2010-15

Motor Vehicle Incidents

- Level 1- \$ 435.00
Provides hazardous materials assessment and scene stabilization. This will be the most common "billing level". This occurs almost every time the fire department responds to an accident/incident.
- Level 2- \$ 495.00
Includes Level 1 services as well as clean up and material used (sorbents) for hazardous fluid clean up and disposal. Billed at this level if the fire department has to clean up any gasoline or other automotive fluids that are spilled as a result of the accident/incident.
- Level 3- Car Fire \$ 605.00
Provide scene safety, fire suppression, breathing air, rescue tools, hand tools, hose, tip use, foam, structure protection, and clean up gasoline or other automotive fluids that are spilled as a result of the accident/incident.
- Level 4- \$ 1,800.00
Includes Level 1& 2 services as well as extrication (heavy rescue tools, ropes, airbags, cribbing, etc.) Billed at this level if the fire department has to free/remove anyone from the vehicle(s) using any equipment. Will not bill at this level if the patient is simply unconscious and fire department is able to open the door to access the patient. The level is to be billed only if equipment is deployed.
- Level 5- \$ 2,200.00
Includes Level 1, 2 & 4 services as well as Air Care (multi-engine company response, mutual aid, helicopter). Billed at this level any time a helicopter is utilized to transport the patient(s).
- Level 6-
Itemized Response: The city has the option to bill each incident as an independent event with custom mitigation rates, for each incident using, itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus, per personnel, plus products and equipment used.

Hazmat

- Level 1- \$ 700.00
Basic Response: Claim will include engine response, first responder assignment, perimeter established, evacuations, set-up and command.
- Level 2- \$ 2,500.00
Intermediate Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, set-up and command, Level A or B suit donning, breathing air and detection equipment. Set-up and removal of decon center.

City of Taylor - Fee Schedule for City Services 2012-13

Level 3- \$ 5,900.00

Advanced Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, first responder set-up and command, Level A or B suit donning, breathing air and detection equipment and robot deployment. Set-up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of materials and contaminated equipment and material used at scene. Includes 3 hours of on scene time - **each additional hour @ \$300.00/Hazmat team.**

Pipeline Incidents/Power Line Incidents

(Includes, but not limited to : Gas, Sewer, Septic to Sewer, and Water Pipelines)

Level 1- \$ 400.00

Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, first responder set-up and command. Includes inspection without damage or breakage.

Level 2- \$ 1,000.00

Intermediate Responses: Claim will include engine response, first responder assignment, and appropriate equipment, perimeter establishment, evacuations, set-up and command. May include Hazmat team, Level A or B suit donning, breathing air and detection equipment. Supervise and/or assist pipeline repair.

Level 3- Itemized Claim Charges

Advanced Response: Claim will include engine response, first responder assignment, and appropriate equipment, perimeter establishment, evacuations, first responder set-up and command. May include Hazmat team, Level A or B suit donning, breathing air and detection equipment. Supervise and/or assist pipeline repair to intermediate to major pipeline damage. May include set-up and removal or decon center, detection, recovery and identification of material. Disposal and environment clean up.

Fire Investigation

Fire Investigation Team- \$ 275.00 per hour

The claim begins when the Fire Investigator responds to the incident and is billed for logged time only.

Includes: Scene Safety, Investigation, Source Identification, K-9/Arson Dog Unit, Identification Equipment, Mobile Detection Unit, and Fire Report

Fires

OPTIONAL: A fire department has the option to bill each fire as an independent event with custom mitigation rates. Itemized per person, at various pay levels for itemized products used.

This will be the most common "billing level". This occurs almost every time the fire department responds to an incident.

Assignment-	\$ 400.00	per hour, per engine
	\$ 500.00	per hour, per truck

Includes: Scene Safety, Investigation, Fire/Hazard Control

Water Incidents

Level 1- \$400 + \$50/hr, per rescue person

Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, first responder set-up and command, scene safety and investigation (including possible patient contact, hazard control). This will be the most common "billing level". This occurs almost every time the fire department responds to a water incident.

Level 2- \$800 + \$50/hr, per rescue person

Intermediate Response: includes Level 1 services as well as clean up and material used (sorbents), minor hazardous clean up and disposal. The City will bill at this level if the fire department has to clean up small amounts of gasoline or other fluids that are spilled as a result of the incident.

Level 3-	\$2,000+\$50 per hour, per rescue person + \$100 per hour per Hazmat team member
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Advanced Response: includes Level 1 and Level 2 services as well as D.A.R.T activation, donning breathing apparatus and detection equipment. Setup and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment cleanup. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene.

City of Taylor - Fee Schedule for City Services 2012-13

Level 4-

Itemized Response: The City has the option to bill each incident as an independent event with custom mitigation rates, for each incident using, itemized rates deemed usual, customary, and reasonable (UCR). These incidents will be billed, itemized, per trained rescue person, plus rescue products used.

Back Country or Special Rescue

Minimum: \$400 for the first response vehicle + \$50/hr per rescue person. Additional rates of \$400/hr per response vehicle and \$50/hr per rescue person.

Itemized Response: each incident will be billed with custom mitigation rates deemed usual, customary, and reasonable (UCR). These incidents will be billed, itemized per apparatus per hour, per trained rescue person per hour, plus rescue products used.

Chief Response: \$ 250.00 per hour
This includes the set-up of Command, and providing direction of the incident. This could include operations, safety, and administration of the incident.

Miscellaneous:

Engine	\$	400.00	per hour
Truck	\$	500.00	per hour
Miscellaneous equipment	\$	300.00	per hour

Mitigation Rate Notes

The mitigation rates above are average "billing levels", and are typical for the incident responses listed, however, when a claim is submitted, it will be itemized and based on the actual services provided. These average mitigation rates were determined by itemizing costs for typical run (from the time a fire apparatus leaves the station until it returns to the station) and are based on the actual costs, using amortize schedules for apparatus (including useful life, equipment, repairs, and maintenance) and labor rates (an average department's "actual personnel expense" and not just a firefighter's basic wage). The actual personnel expense includes costs such as wages, retirement, benefits, workers comp, insurance, etc.

LIBRARY SERVICES

Library Meeting Room

Should there be damages or cleaning needed, the deposit will NOT be refunded. In addition to the deposit, charges to defray clearing or repairs or loss of equipment will be charged to the responsible group.

Refundable Deposit	\$	200.00	
Individuals/Non Profit	\$	50.00	first two hours
Individuals/Non Profit - Additional Hours	\$	25.00	each additional hour
Business/Commercial	\$	100.00	first two hours
Business/Commercial - Additional Hours	\$	50.00	each additional hour
Meeting Room Kitchen	\$	25.00	per meeting

Library Fees

Library card - Non-resident Individual	\$	10.00	per year
Library card - Non-resident Family	\$	25.00	per year
Library card - Resident			no charge
Library card - replacement (1st replacement)	\$	1.00	
Library card - subsequent replacement cards	\$	5.00	
Copies - Black & White	\$	0.10	per impression
Overdue book	\$	0.10	per day; \$5 maximum
Lost or damaged book			Cost to replace/repair
Processing fee for lost or damaged book(s)	\$	5.00	per book, non-refundable

MISCELLANEOUS FEES AND PERMITS

Taxicab

Vehicle permit fee	\$	150.00	per vehicle
Taxicab driver's permit	\$	25.00	per year
Horse drawn carriage permit	\$	25.00	6 months

Street Closures

Special Events (non-parade, non-filming)	\$	75.00	
Parade	\$	75.00	

City of Taylor - Fee Schedule for City Services 2012-13

Film Production Fees

Activity:	Cost per Calendar Day
Film Application Fee	\$ 25.00
Total or disruptive use (regular operating hours) of a public building, park, right-of-way, or public area.	\$ 500.00
Partial, non-disruptive use of a public building, park, right-of-way, or public area.	\$ 250.00
Total closure or obstruction of public street or right-of-way, including parking lots and on-street parking.	\$ 50.00
Partial closure or obstruction of public street or right-of-way, including parking lots and on-street parking.	\$ 25.00
Use of City parking lots, parking areas, and City streets (for the purpose of parking	\$ 50.00
Filming	\$ 250.00

=+min of one police officer & vehicle at rates specified under police Dept. Fees

PARKS AND RECREATION

Public Facility Rental	
Upper Pavilion Rental	\$ 150.00 per day + \$100 refundable deposit
Lower Pavilion Rental	\$ 130.00 per day + \$75 refundable deposit

Public Property

Long term rental of space on public property for commercial purposes

As Negotiated

Recreation Fees

Swimming Pool Admission: (Robinson Park & Murphy Park)

Children (3 and under)	Free
Children (4 to 12 years old)	\$ 2.00
Adults (13 to 59 years old)	\$ 3.00
Seniors (60 and over)	\$ 2.00
Family Passes - 30 admissions	\$ 45.00
Family Passes - 60 admissions	\$ 90.00

Pool Rental for Parties:

The YMCA will pay the City the regular admission price paid for each person attending parties.

Pool use for daycares and day camps:

The YMCA will pay the City the regular admission price paid for each daycare child or day campers attending the pool.

Pool use for YMCA members:

The YMCA will pay the City appropriate gate fee for each member of the YMCA attending the pool.

Swim Lessons:

The YMCA will pay the City \$5.00 for each swim lesson participant

General Use of Athletic Fields:

Taylor Regional Park & Sports Complex

Deposit	\$ 100.00
Practice: per field, per month (2/week@2hrs each)	\$ 200.00
Gate fee charged by renters (onsite admission charge)	10% of gross receipts

Robinson Park

Deposit (weekend rental)	\$ 100.00
Maintenance to field outside regular operating hours	\$ 34.00 per/hr @ request of the renter

Recovery fee (ALL City fields) - All sports included

\$ 5.00 per person/per season

Athletic Fields (Taylor Regional Park & Sports Complex Only)

Deposit	\$ 250.00	Include concession, if applicable
Field attendants (minimum of 2 attendants)	\$ 17.00	per attendant, per hour
Lights	\$ 20.00	per hour, per field
Rentals	\$ 70.00	per field, per day

City of Taylor - Fee Schedule for City Services 2012-13

Concession Stand (Taylor Regional Park & Sport Complex)

Vendors and Concession Rentals Pay 10% of gross receipts.

Deposit	\$ 250.00
Rental	\$ 50.00 per day, per concession stand

PLANNING AND DEVELOPMENT SERVICES , ENGINEERING AND CONSTRUCTION

Building Permits

Total Permit Fee is **Flat Fee + Per Square Foot Fee(Sq Ft Fee)**+ \$40.00 Inspection Fee**

** Sq Ft Fee - Residential \$0.10 + \$0.005 for Weatherization=\$0.105/SF; Commercial \$0.08 + \$0.005 for Weatherization=\$0.085/SF; Commercial Shell \$0.03 + \$0.005 for Weatherization = \$0.035/SF; Commercial Finish Out & Remodel \$0.045 + \$0.005 for Weatherization= \$0.05/SF;

Applicable Fees in Enterprise & Empowerment Zones are charged 50% of the posted rates.

For new construction, additions, expansions: fee is calculated by calculating the following: square footage of the building times cost per square foot (occupancy type and construction type based on the ICC's Building Value Data dated August 2011) times .0065.

Square Foot Construction Costs ^{a, b, c, d}

Group (2009 International Building Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1 Assembly, theaters, with stage	213.26	206.02	200.72	191.95	180.03	175.03	185.14	164.60	157.61
A-1 Assembly, theaters, without stage	195.09	187.85	182.55	173.78	161.91	156.91	166.97	146.48	139.49
A-2 Assembly, nightclubs	164.78	160.08	155.65	149.42	140.29	136.53	143.89	127.27	122.52
A-2 Assembly, restaurants, bars, banquet halls	163.78	159.08	153.65	148.42	138.29	135.53	142.89	125.27	121.52
A-3 Assembly, churches	197.06	189.82	184.52	175.75	163.84	158.84	168.94	148.41	141.42
A-3 Assembly, general, community halls, libraries, museums	165.45	158.21	151.91	144.14	131.22	127.22	137.33	115.79	109.80
A-4 Assembly, arenas	194.09	186.85	180.55	172.78	159.91	155.91	165.97	144.48	138.49
B Business	166.35	160.31	154.97	147.38	133.73	128.86	141.26	117.56	112.00
E Educational	176.39	170.31	165.24	157.71	146.90	139.05	152.20	127.81	123.47
F-1 Factory and industrial, moderate hazard	98.83	94.20	88.53	85.28	76.18	72.96	81.58	62.78	59.05
F-2 Factory and industrial, low hazard	97.83	93.20	88.53	84.28	76.18	71.96	80.58	62.78	58.05
H-1 High Hazard, explosives	92.63	88.00	83.32	79.08	71.17	66.94	75.38	57.76	N.P.
H234 High Hazard	92.63	88.00	83.32	79.08	71.17	66.94	75.38	57.76	53.03
H-5 HPM	166.35	160.31	154.97	147.38	133.73	128.86	141.26	117.56	112.00
I-1 Institutional, supervised environment	166.45	160.61	156.13	149.36	137.18	133.55	145.57	123.08	118.71
I-2 Institutional, hospitals	279.74	273.70	268.36	260.77	246.24	N.P.	254.66	230.07	N.P.
I-2 Institutional, nursing homes	194.86	188.82	183.48	175.89	162.52	N.P.	169.77	146.35	N.P.
I-3 Institutional, restrained	189.53	183.49	178.15	170.56	158.15	152.28	164.45	141.98	134.42
I-4 Institutional, day care facilities	166.45	160.61	156.13	149.36	137.18	133.55	145.57	123.08	118.71
M Mercantile	122.74	118.04	112.61	107.38	97.91	95.15	101.85	84.88	81.13
R-1 Residential, hotels	167.86	162.02	157.54	150.77	138.75	135.13	147.15	124.65	120.28
R-2 Residential, multiple family	140.76	134.93	130.44	123.67	112.32	108.70	120.72	98.22	93.85
R-3 Residential, one- and two-family	132.48	128.87	125.59	122.47	117.59	114.66	118.59	109.86	102.91
R-4 Residential, care/assisted living facilities	166.45	160.61	156.13	149.36	137.18	133.55	145.57	123.08	118.71
S-1 Storage, moderate hazard	91.63	87.00	81.32	78.08	69.17	65.94	74.38	55.76	52.03
S-2 Storage, low hazard	90.63	86.00	81.32	77.08	69.17	64.94	73.38	55.76	51.03
U Utility, miscellaneous	69.66	65.79	61.57	58.14	52.18	48.79	55.35	40.81	38.65

- a. Private Garages use Utility, miscellaneous
b. Unfinished basements (all use group) = \$15.00 per sq. ft.
c. For shell only buildings deduct 20 percent
d. N.P. = not permitted

Flat Fee

Residential Remodel (Single Family, Duplexes, Triplexes)	\$ 50.00	+\$0.105/Sq Ft Fee + Inspection Fee
Apartment Renovations	\$ 130.00	Per Unit
Commercial Remodeling	\$ 40.00	+\$0.105/Sq Ft Fee
Porch or deck addition - Covered and uncovered	\$ 40.00	
Foundation leveling & repair permit	\$ 40.00	+\$0.10/SF
Re-inspection fee (building inspections)	\$ 50.00	Per inspection
Inspections after normal hours (building inspections)	\$ 100.00	per hour
Work without a permit - First Offense		Double the permit fee
Work without a permit - Second Offense		Triple the permit fee & filed on in Municipal Court

Electrical Permits

Applicable Fees in Enterprise & Empowerment Zones are charged 50% of the posted rates.

Residential Remodeling (Single Family, Duplexes, Triplexes)	\$ 40.00	+\$0.10/Sq Ft Fee
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City of Taylor - Fee Schedule for City Services 2012-13

Commercial Remodeling	\$ 40.00	+\$0.105/Sq Ft Fee
"T" Pole	\$ 40.00	
Meter Loop	\$ 40.00	
Re-inspection fee (building inspections)	\$ 50.00	Per inspection
Inspections after normal hours (building inspections)	\$ 100.00	per hour
Work without a permit - First Offense	Double the permit fee	
Work without a permit - Second Offense	Triple the permit fee & filed on in Municipal Court	

Gas Permits

Applicable Fees in Enterprise & Empowerment Zones are charged 50% of the posted rates.

Residential Remodeling (Single Family,Duplexes,Triplexes)	\$ 40.00	+\$0.10/Sq Ft Fee
Commercial Remodeling	\$ 40.00	+\$0.105/Sq Ft Fee
Apartment Renovations	\$ 100.00	Per Unit
Yard Line Repair - Residential gas	\$ 40.00	
Re-inspection fee (building inspections)	\$ 50.00	Per inspection
Inspections after normal hours (building inspections)	\$ 100.00	per hour
Work without a permit - First Offense	Double the permit fee	
Work without a permit - Second Offense	Triple the permit fee & filed on in Municipal Court	

Mechanical Permits

Applicable Fees in Enterprise & Empowerment Zones are charged 50% of the posted rates.

Residential Remodeling (Single Family,Duplexes,Triplexes)	\$ 40.00	+\$0.10/Sq Ft Fee
Commercial Remodeling	\$ 40.00	+\$0.105/Sq Ft Fee
HVAC Change out	\$ 40.00	
HVAC Change out > 2,000 CFM	\$ 65.00	
HVAC Electric hook-up	\$ 40.00	
Re-inspection fee (building inspections)	\$ 50.00	Per inspection
Inspections after normal hours (building inspections)	\$ 100.00	per hour
Work without a permit - First Offense	Double the permit fee	
Work without a permit - Second Offense	Triple the permit fee & filed on in Municipal Court	

Plumbing Permits

Applicable Fees in Enterprise & Empowerment Zones are charged 50% of the posted rates.

Residential Remodeling (Single Family,Duplexes,Triplexes)	\$ 40.00	+\$0.10/Sq Ft Fee
Apartment Renovations	\$ 100.00	Per Unit
Commercial Remodeling	\$ 40.00	+\$0.105/Sq Ft Fee
Lawn sprinkler system	\$ 40.00	
Yard Line repair - Residential Water	\$ 40.00	
Yard Line repair - Residential Sewer	\$ 40.00	
Well permit (non-potable for irrigation)	\$ 40.00	Mostly to ensure there is not backflow into the potable water system
Re-inspection fee (building inspections)	\$ 50.00	Per inspection
Inspections after normal hours (building inspections)	\$ 100.00	per hour
Work without a permit - First Offense	Double the permit fee	
Work without a permit - Second Offense	Triple the permit fee & filed on in Municipal Court	

Miscellaneous Permits & Fees

Accessory structure: less than or equal to 120SF	\$ 40.00	
Accessory structure: greater than 120SF	See fee schedule for new construction. Based of square footage and "U" occupancy. Minimum \$40.00	
Certificate of Occupancy Inspection (CSI) Commercial	\$ 40.00	
Inspection is performed if the structure's water account is switched from one business/tenant to another. Including zoning verification, among other items		
Certificate of Occupancy Inspection (CSI) Residential	\$ 40.00	
Inspection is performed if the residence was vacant for 6 months or more		
Demolition Permit	\$ 25.00	
Driveway/ ROW permit	\$ 35.00	\$ 40.00
No charge if associated with residential or commercial site plan approval; 2 public utility		
Fence - Residential and Commercial	\$ 35.00	
Manufacture Home Park-additions or alterations to spaces	\$ 25.00	per space

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Manufacture Home Park - Original permit application	\$	400.00	
Manufacture Home Park License (annual fee)	\$	250.00	=<10 spaces
Manufacture Home Park License (annual fee)	\$	500.00	>10 spaces
Moving Permit - From out of town	\$	130.00	+\$35 Escort Fee
Moving Permit - Local	\$	65.00	+\$35 Escort Fee
Pool (Above ground)	\$	50.00	+one-time electrical, plumbing, etc..inspection fees
Pool (In ground)	\$	100.00	+one-time electrical, plumbing, etc..inspection fees
Right of way permit	\$	40.00	
Tent - Revivals, etc.. Need site plan	\$	35.00	

Sign Permits

Applicable Fees in Enterprise & Empowerment Zones are charged 50% of the posted rates.

Banner	\$	25.00	
Approved banner signs shall be displayed for a maximum of 90 days per calendar year. Non-profit, faith-based, governmental, and service clubs are exempt from paying the fee.			
New Sign or to reface a sign	\$	40.00	+ \$1.60/SF
Temporary Use Directional Sign	\$	25.00	Per Calendar year per Real Estate Agency + \$5 for each additional sign.
Only allowed to be displayed from Noon to 5PM on Sundays. Can be displayed in the ROW as an off-site sign. See sign ordinance for additional requirements.			
Temporary Use Directional Sign Redemption Fee	\$	25.00	For the first sign + \$5 each additional sign. To retrieve sign if its picked up after the weekend.

Site Plan Review Fees - Planning Department

New Apartment & Apartment Addition	\$	200.00
New Commercial & Commercial Additions	\$	200.00
Commercial Shell	\$	200.00

Site Plan Review Fees - Fire Department

New Apartment & Apartment Addition	\$	100.00
New Commercial & Commercial Additions	\$	100.00
Commercial Shell	\$	100.00

Subdivision Fees

Applicable Fees in Enterprise & Empowerment Zones are charged 50% of the posted rates. Fees are non-refundable once the case has been processed.

Administratively Approval Plat	\$	350.00	+\$25 per lot
Amended Plat	\$	350.00	
Development Concept Plan	\$	-	
Plat Filing Fee	\$	140.00	Whatever the County Charges, will do this electronically.
Plat Variance	\$	150.00	
Replats	\$	330.00	+\$25 per lot
Subdivision Plat - Final	\$	300.00	+\$30 per lot
Subdivision Plat-Preliminary	\$	550.00	+\$35 per lot

Zoning Fees

Applicable Fees in Enterprise & Empowerment Zones are charged 50% of the posted rates. Fees are non-refundable once the case has been processed.

Special Use Permit (SUP)	\$	250.00
Zoning Change Request (1-10 notices sent out)	\$	150.00
Zoning Change Request (11-20 notices sent out)	\$	200.00
Zoning Change Request (21+notices sent out)	\$	250.00
Planned Developments	\$	500.00
Zoning Variance	\$	150.00

Roadway Impact Fees

Applicable Fees in Enterprise & Empowerment Zones are charged 50% of the posted rates.

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Residential Single Family (1 LUE Equivalency)	\$ 480.32
Residential Multi-Family (0.61 LUE Equivalency)	\$ 293.00
Retail/Commercial (1000/Sq Ft = 1.73 LUE Equivalency)	\$ 830.95
Industrial (1000/Sq Ft = 1.01 LUE Equivalency)	\$ 485.12
Prison (1000/Sq Ft = 2.40 LUE Equivalency)	\$ 1,152.77
Schools (0.09 LUE Equivalency/Student)	\$ 43.23

Sidewalks

Cash-in-Lieu Fee	\$ 3.00 per Sq Ft
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Right-of-way License

Original License	\$ 350.00
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Impact Fees (For projects platted between 1/10/02 and 4/24/06)

Applicable Fees in Enterprise and Empowerment Zones are charged at 50% of the posted rates.

All fees required in connection with the subdivision ordinance as set forth herein shall be payable at the time of the initial review, in the case of an initial review, or at the time each plat is filed.

Meter Type	Meter Size	Ratio to 5/8" Meter	Water Fee	Sewer Fee	Total Fee
Simple	5/8" x 3/4"	1.00	\$923	\$272	\$ 1,195
Simple	3/4"	1.50	\$1,384	\$409	\$ 1,793
Simple	1"	2.50	\$2,307	\$681	\$ 2,989
Simple	1-1/2"	5.00	\$4,615	\$1,362	\$ 5,977
Simple	2"	8.00	\$7,384	\$2,179	\$ 9,563
Compound	2"	8.00	\$7,384	\$2,179	\$ 9,563
Turbine	2"	10.00	\$9,230	\$2,724	\$ 11,954
Compound	3"	16.00	\$14,768	\$4,359	\$ 19,127
Turbine	3"	24.00	\$22,151	\$6,538	\$ 28,690
Compound	4"	25.00	\$23,074	\$6,811	\$ 29,885
Turbine	4"	42.00	\$38,765	\$11,442	\$ 50,207
Compound	6"	50.00	\$46,149	\$13,622	\$ 59,770
Turbine	6"	92.00	\$84,914	\$25,064	\$ 109,977
Compound	8"	80.00	\$73,838	\$21,795	\$ 95,633
Turbine	8"	160.00	\$147,676	\$43,589	\$ 191,265
Compound	10"	115.00	\$106,142	\$31,330	\$ 137,472
Turbine	10"	250.00	\$230,744	\$68,108	\$ 298,852
Compound	12"	330.00	\$304,582	\$89,903	\$ 394,484

Impact Fees (For projects platted after (4/24/06)

Applicable Fees in Enterprise and Empowerment Zones are charged at 50% of the posted rates.

All fees required in connection with the subdivision ordinance as set forth herein shall be payable at the time of the initial review, in the case of an initial review, or at the time each plat is filed.

Meter Type	Meter Size	Ratio to 5/8" Meter	Water Fee	Sewer Fee	Total Fee
Simple	5/8" x 3/4"	1.00	\$943	\$531	\$ 1,474
Simple	3/4"	1.50	\$1,415	\$796	\$ 2,211
Simple	1"	2.50	\$2,359	\$1,327	\$ 3,686
Simple	1-1/2"	5.00	\$4,717	\$2,654	\$ 7,371
Simple	2"	8.00	\$7,548	\$4,246	\$ 11,794
Compound	2"	8.00	\$7,548	\$4,246	\$ 11,794
Turbine	2"	10.00	\$9,435	\$5,308	\$ 14,743
Compound	3"	16.00	\$15,096	\$8,493	\$ 23,589
Turbine	3"	24.00	\$22,644	\$12,739	\$ 35,383
Compound	4"	25.00	\$23,587	\$13,270	\$ 36,857
Turbine	4"	42.00	\$39,627	\$22,294	\$ 61,921
Compound	6"	50.00	\$47,175	\$26,540	\$ 73,715
Turbine	6"	92.00	\$86,801	\$48,834	\$ 135,635
Compound	8"	80.00	\$75,479	\$42,464	\$ 117,943
Turbine	8"	160.00	\$150,958	\$84,928	\$ 235,886
Compound	10"	115.00	\$108,501	\$61,042	\$ 169,543

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Turbine	10"	250.00	\$23,5873	\$132,700	\$	368,573
Compound	12"	330.00	\$311,352	\$175,164	\$	486,516

Impact Fees (For projects platted after (1/26/12))

Meter Type	Meter Size	Ratio to 5/8" Meter	Water Fee	Sewer Fee	Total Fee
Simple	5/8" x 3/4"	1.00	\$1,770	\$1,230	\$ 3,000
Simple	3/4"	1.50	\$2,655	\$1,845	\$ 4,500
Simple	1"	2.50	\$4,425	\$3,075	\$ 7,500
Simple	1-1/2"	5.00	\$8,850	\$6,150	\$ 15,000
Simple	2"	8.00	\$14,160	\$9,840	\$ 24,000
Compound	2"	8.00	\$14,160	\$9,840	\$ 24,000
Turbine	2"	10.00	\$17,700	\$12,300	\$ 30,000
Compound	3"	16.00	\$28,320	\$19,680	\$ 48,000
Turbine	3"	24.00	\$42,480	\$29,520	\$ 72,000
Compound	4"	25.00	\$44,250	\$30,750	\$ 75,000
Turbine	4"	42.00	\$74,340	\$51,660	\$ 126,000
Compound	6"	50.00	\$88,500	\$61,500	\$ 150,000
Turbine	6"	92.00	\$162,840	\$113,160	\$ 276,000
Compound	8"	80.00	\$141,600	\$98,400	\$ 240,000
Turbine	8"	160.00	\$283,200	\$196,800	\$ 480,000
Compound	10"	115.00	\$203,550	\$141,450	\$ 345,000
Turbine	10"	250.00	\$442,500	\$307,500	\$ 750,000
Compound	12"	330.00	\$584,100	\$405,900	\$ 990,000

POLICE DEPARTMENT

Accident Report	\$	6.00	Per report
CD of Report	\$	5.00	Per CD
Alarm panel monitoring subscription	\$	24.00	Per month
Applicant Fingerprinting Cards	\$	2.50	Per card
Dispatching fee for other jurisdiction - By contract as negotiated by City Manager and approved by City Council			
Fingerprinting Service	\$	10.00	Per set
Parade Permit	\$	25.00	
Police Report	\$	0.25	Per page
Police unit (vehicle)	\$	25.00	Per hour
Security fee for off-duty police officer (3 hrs/officer minimum)	\$	38.00	Per hour

SOLID WASTE COLLECTION

Collected by City on monthly utility bill. Pick up once per week.

Residential

Fees calculated at **Base Fee/month + Franchise Fee (10%) + Sales Tax(8.25%)**

Container Size:

Single 96 gallon cart	\$	11.66	Base Fee/month
Single 65 gallon cart	\$	10.04	Base Fee/month
Each additional cart	\$	3.79	Base Fee/month

Commercial

Fees calculated at **Base Fee/month + Franchise Fee (10%) + Sales Tax (8.25%)**

Container Size:

96 Gallon Cart (additional pick up is \$25): One X Per week pick up	\$	18.32	Base Fee/month
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City of Taylor - Fee Schedule for City Services 2012-13

Two X s Per week pick up	\$	26.23	Base Fee/month
Three X s Per week pick up	\$	31.97	Base Fee/month
Four X s Per week pick up	\$	39.98	Base Fee/month
Five X s Per week pick up	\$	49.55	Base Fee/month
2 Cubic Yards (additional pick up is \$25):			
One X Per week pick up	\$	50.73	Base Fee/month
Two X s Per week pick up	\$	84.00	Base Fee/month
Three X s Per week pick up	\$	103.97	Base Fee/month
3 Cubic Yards (additional pick up is \$35):			
One X Per week pick up	\$	66.40	Base Fee/month
Two X s Per week pick up	\$	115.51	Base Fee/month
Three X s Per week pick up	\$	164.49	Base Fee/month
Four X s Per week pick up	\$	193.53	Base Fee/month
Five X s Per week pick up	\$	239.93	Base Fee/month
4 Cubic Yards (additional pick up is \$45):			
One X Per week pick up	\$	84.00	Base Fee/month
Two X s Per week pick up	\$	146.99	Base Fee/month
Three X s Per week pick up	\$	212.66	Base Fee/month
Four X s Per week pick up	\$	255.91	Base Fee/month
Five X s Per week pick up	\$	322.37	Base Fee/month
6 Cubic Yards (additional pick up is \$55):			
One X Per week pick up	\$	105.00	Base Fee/month
Two X s Per week pick up	\$	173.32	Base Fee/month
Three X s Per week pick up	\$	257.25	Base Fee/month
Four X s Per week pick up	\$	289.51	Base Fee/month
Five X s Per week pick up	\$	353.49	Base Fee/month
8 Cubic Yards (additional pick up is \$65):			
One X Per week pick up	\$	127.76	Base Fee/month
Two X s Per week pick up	\$	211.74	Base Fee/month
Three X s Per week pick up	\$	297.49	Base Fee/month
Four X s Per week pick up	\$	366.28	Base Fee/month
Five X s Per week pick up	\$	462.23	Base Fee/month
10 Cubic Yards (additional pick up is \$75):			
One X Per week pick up	\$	155.74	Base Fee/month
Two X s Per week pick up	\$	245.01	Base Fee/month
Three X s Per week pick up	\$	339.49	Base Fee/month
Four X s Per week pick up	\$	439.23	Base Fee/month
Five X s Per week pick up	\$	579.24	Base Fee/month

Roll Offs - include the following: (Delivery Charge + Daily Rental + Haul Cost)

Delivery Charge:

Delivery Charge is calculated at **Fee per delivery + Franchise Fee (10%) + Sales Tax (8.25%)**

20 yd Roll-Off	\$	122.31	Fee per delivery
30 yd Roll-Off	\$	122.31	Fee per delivery
40 yd Roll-Off	\$	122.31	Fee per delivery

Daily rental:

Daily Rental is calculated at **Rate/day + Franchise Fee (10%) + Sales Tax (8.25%)**

20 yd Roll-Off	\$	1.89	Rate/day
30 yd Roll-Off	\$	1.89	Rate/day
40 yd Roll-Off	\$	1.89	Rate/day

Haul cost:

Haul Cost is calculated at **Cost per haul + Franchise fee (10%) + Sales Tax (8.25%)**

20 yd Roll-Off	\$	376.33	Cost per haul
30 yd Roll-Off	\$	451.59	Cost per haul

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40 yd Roll-Off	\$	526.86	Cost per haul
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One time collection of Bulky wastes on call for 2 cu yd, 3 cu yd, 4 cu yd, 6 cu yd, 8 cu yd or 10 Cubic yards

Delivery Charge	\$	70.31	Fee/delivery
Daily Rental	\$	4.22	Rate/day
Haul cost	\$	70.31	Cost per haul

Industrial Solid Waste Collection Services - collected by service provider

Spring and Fall cleanup

Per Standard pick-up truck load	\$	10.00	
Trailer (16' to 18')	\$	20.00	

Assessments

Lot clean up			Actual cost + 10% admin fee
Paving assessment			n/a

Lien Fees

Filing of Lien with Williamson County			Per current County rate
Release of Lien with Williamson County			Per current County rate

UTILITIES

Deposits for all single family, commercial, industrial, irrigation accounts per connection.

Deposits waived on additional connections to those customers that have a current City of Taylor utility account with good payment history during the last five years. Good payment history is no disconnections for non-payment and no outstanding balances.

Meter Size	Avg. Gallons consumption/month**	Deposit Amount
5/8" x 3/4"	<10,000	\$ 100.00
3/4"	<10,000	\$ 120.00
1"	<10,000	\$ 130.00
1½"	<15,000	\$ 175.00
2"	<15,000	\$ 225.00
3"	<15,000	\$ 275.00
4"	<25,000	\$ 425.00
6"	<25,000	\$ 625.00
8"	<50,000	\$ 1,025.00
10"	<75,000	\$ 1,525.00
12"	<150,000	\$ 2,525.00

**If average monthly consumption is found to be in excess of minimum, customer may be assessed additional deposit as determined by the City Manager.

Deposits for all multi-family dwelling accounts per connection.

Deposits waived on additional connections to those customers that have a current City of Taylor utility account with good payment history during the last five years. Good payment history is no disconnections for non-payment and no outstanding balances.

Meter Size	Avg. Gallons consumption/month**	Deposit Amount calculated as follows:
5/8" x 3/4"	<10,000	\$100 + (((# units -1) x 0.7)x\$100)
3/4"	<10,000	\$120 + (((# units -1) x 0.7)x\$100)
1"	<10,000	\$130 + (((# units -1) x 0.7)x\$100)
1½"	<15,000	\$175 + (((# units -1) x 0.7)x\$100)
2"	<15,000	\$225 + (((# units -1) x 0.7)x\$100)
3"	<15,000	\$275 + (((# units -1) x 0.7)x\$100)
4"	<25,000	\$425 + (((# units -1) x 0.7)x\$100)

**If average monthly consumption is found to be in excess of minimum, customer may be assessed additional deposit as determined by the City Manager.

Tap Fees

Water Taps			
1"	\$	1,048.00	per tap
1½"	\$	1,480.00	per tap
2"	\$	1,668.00	per tap
Sewer Taps			

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2"	\$ 800.00	per tap
4"	\$ 929.00	per tap
6"	\$ 993.00	per tap

Backflow Prevention

Initial Permit	\$ 25.00
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Water Rates

Rates for all single family, commercial, industrial and irrigation accounts per connection.

Total Month Charges include monthly minimum charge + \$5.01 per 1,000 gallons in excess of 2,000 gallon minimum per billing period.

Meter Size	For the First 2,000 gallons in billing period	Monthly Minimum Charge
5/8" x 3/4"		\$ 24.54
1"		\$ 33.79
1½"		\$ 56.71
2"		\$ 84.33
3"		\$ 148.80
4"		\$ 240.89
6"		\$ 470.90

Rates for all multi-family dwelling accounts per connection.

Total monthly charge includes monthly minimum plus \$5.01 per 1,000 gallons in excess of 2,000 gallon minimum per billing period plus \$9.67 LUE charge per unit minus 1.

Meter Size	For the First 2,000 gallons in billing period	Monthly Minimum Charge
5/8" x 3/4"		\$ 24.54 + \$9.67 for each LUE
1"		\$ 33.79 + \$9.67 for each LUE
1½"		\$ 56.71 + \$9.67 for each LUE
2"		\$ 84.33 + \$9.67 for each LUE
3"		\$ 148.80 + \$9.67 for each LUE
4"		\$ 240.89 + \$9.67 for each LUE
6"		\$ 470.90 + \$9.67 for each LUE

Bulk Water Rate

\$ 5.00	per 1,000 gallons
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Sewer Rates

Rates for all Single Family Dwelling accounts per connection.

Total "charge" includes monthly minimum **plus \$5.31** per 1,000 gallons in excess of 2,000 gallon minimum. Excess usage (above the 2,000 gallon minimum) is based on three consecutive months average water billing during low use period (December, January and February).

Meter Size	For the First 2,000 gallons in billing period	Monthly Minimum Charge
5/8" x 3/4"		\$ 16.40
1"		\$ 16.40
1½"		\$ 16.40
2"		\$ 16.40
3"		\$ 16.40
4"		\$ 16.40
6"		\$ 16.40

Rates for all multi-family dwelling, commercial and industrial accounts per connection.

Total monthly charge includes monthly minimum **plus \$5.31** per 1,000 gallons in excess of 2,000 gallon minimum per billing period.

Meter Size	For the First 2,000 gallons in billing period	Monthly Minimum Charge
5/8" x 3/4"		\$ 16.40
1"		\$ 16.40
1½"		\$ 16.40
2"		\$ 16.40
3"		\$ 16.40
4"		\$ 16.40
6"		\$ 16.40

City of Taylor - Fee Schedule for City Services 2012-13

Additional Utility Service Fees:

Administrative/Processing Fee	\$	25.00
After Hours Connection Fee	\$	50.00
Connect Fees	\$	25.00
Fire Hydrant Meter-Base Fee (no consumption included)	\$	100.00
Fire Hydrant Meter-Deposit	\$	600.00
Late Fee (Applied to balance of account if not paid by due date indicated on bill)		10%
Lock Fee	\$	25.00
Meter Fees	\$	200.00
Meter Flow Test-In-House	\$	40.00
Plugged/Pulled Meter Fee	\$	75.00
Reconnect Fee	\$	25.00
Reread Fees	\$	20.00
Return Check & NSF Electronic Draft Fees	\$	30.00
Return Trip Fee	\$	20.00
Third Party Meter Flow Test-Commercial	\$	175.00
Third Party Meter Flow Test-Residential	\$	95.00
Transfer Fee	\$	20.00
Unauthorized Usage Fee (customer turns water back on to avoid the after charge)	\$	75.00

Municipal Drainage Utility System

Equivalent Residential Unit (ERU)	Monthly Rate	
Residential (includes multi-family) = 1 ERU/Unit	\$	2.00 Per ERU
Non-residential= \$2.00 per 2,500 sq ft of impervious area	\$	2.00 minimum fee

ORDINANCE NO. 2012-31

AN ORDINANCE AMENDING ORDINANCE NO. 2011-28 ADOPTED ON SEPTEMBER 22, 2011 BY CHANGING CERTAIN RATES AND OTHER SERVICES PROVIDED BY THE CITY.

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

SECTION 1.0 That the certain rates for utilities and other services provided by the city, for the support of the general government of the City of Taylor, Texas be amended in accordance with the changes shown in the attached Exhibit A fee schedule.

SECTION 2.0 That the amendment, as shown in words and figures in Exhibit A, is hereby approved in all aspects and adopted as an amendment to Ordinance No. 2011-28.

SECTION 3.0 All other provisions of Ordinance No. 2011-28 shall remain in full force and effect.

SECTION 4.0 In accordance with Article 8 of the City Charter, this ordinance was introduced before the City Council of the City of Taylor, Texas on the 13th day of September, 2012.

SECTION 5.0 This Ordinance shall have an effective date of October 1, 2012.

PASSED, APPROVED, and ADOPTED on the _____ day of September 2012.

Donald R. Hill, Mayor

ATTEST:

Susan Brock, City Clerk



City Council Meeting September 27, 2012 Agenda Item Transmittal

Agenda Item #: 6

Agenda Title: Consider renewing the Joint Election Agreement and a Contract for Election Services with Williamson County Elections Division to conduct election services for the City of Taylor.

Council Action to be taken: Approve Joint Agreement and Contract

Initiating Department: City Administration

Staff Contact: Susan Brock, City Clerk

1. INTRODUCTION/PURPOSE

Our current contract agreement(s) with the Williamson County Elections Division are in need of renewing to continue receiving Election Services. We have used these contract services since 2006 and are very satisfied with the current arrangement.

2. DESCRIPTION/ JUSTIFICATION

The Williamson County Elections Division provides a Joint Election Agreement with the city to allow us to share an election polling places with other participating entities, in this case the County and the Taylor Independent School District.

The Contract for Election Services is required to allow the County to manage the municipal election. The Contract includes the use of electronic voting equipment at a much reduced cost than if the City were to purchase and maintain it on our own. Additional benefits to contracting out these services include the hiring and training of election judges, extended hours at the polling locations and the ability to cast an early vote on weekends. The County is also responsible for printing ballots.

There are minor changes made on the new contract from the original, including the addition of an initial base fee of \$1,000.00. None of the changes have any significant bearing on how we run or fund our elections.

3. FINANCIAL/BUDGET

Each election varies in costs and is determined by the number of participating entities. Based on past costs, most annual elections cost the city between \$4,000 and \$12,000, depending on how many districts are involved and if it is a city wide issue on the ballot.

4. TIMELINE CONSIDERATIONS

The County would like to have the executed documents prior to January, 2013.

NOTE: The recommended last day to call the May 11, 2013 is February 14th; Statutory last day is February 28th.)

5. RECOMMENDATION

Staff recommends Council approve these agreements authorizing the City to continue to partner with the county through a Joint Election Agreement and a Contract for Election Services with the Williamson County Elections Division for all municipal elections.

6. REFERENCE FILES

6aa. [Joint Election Agreement revised](#)

6bb. [Contract for Election Services revised](#)

6c. [Election Costs History](#) (County began providing services in 2006)

CONTRACT FOR ELECTION SERVICES

THIS CONTRACT FOR ELECTION SERVICES (this “**Contract**”) is made and entered into by and between the ELECTIONS ADMINISTRATOR OF WILLIAMSON COUNTY, TEXAS (“**Contracting Officer**”), and the entity set forth on the signature page of this Contract (the “**District**”), pursuant to the authority under §31.092(a) of the Texas Election Code.

RECITALS

WHEREAS, the District expects to call an election during the term of this Contract and during any renewal term of this Contract (the “**Election**”);

WHEREAS, the District desires that certain election services for the Election be provided by the Contracting Officer pursuant to Chapter 31, Subchapter D of the Texas Election Code; and

WHEREAS, the Contracting Officer and the District desire to enter into a contract setting out the respective responsibilities of the parties;

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the parties to this Contract agree as follows with respect to the coordination, supervision, and running of the Election:

I. PURPOSE; SCOPE; APPOINTMENT.

A. The purpose of this Contract is to maintain consistency and accessibility in voting practices, polling places, and election procedures in order to best assist the voters of the District. For purposes of this Contract, the term “**Election**” will include any resulting recount, or election contest. If a run-off is necessary, the District will work with the Contracting Officer to determine a mutually acceptable run-off date.

B. The Contracting Officer is hereby appointed to serve as the District’s Election Officer and Early Voting Clerk to conduct the Election for those areas of the District located in Williamson County. As District’s Election Officer and Early Voting Clerk, the Contracting Officer will coordinate, supervise, and conduct all aspects of administering voting in connection with the Election in compliance with all applicable law, except as otherwise provided in this Contract.

II. RESPONSIBILITIES OF CONTRACTING OFFICER. The Contracting Officer shall be responsible for performing the following services and furnishing the following materials and equipment in connection with the Election:

A. *Nomination of Presiding Judges and Alternate Judges.* Contracting Officer will recruit and appoint all election workers. Such proposed presiding judges and alternate judges shall meet the eligibility requirements in Subchapter C of Chapter 32 of the Texas Election Code.

B. *Notification to District.* Contracting Officer will provide District with the most up-to-date list of early voting polling places, election day polling places, and presiding and alternate judges three weeks before the statutory deadline to order the election and again three weeks before election day. District acknowledges that the information provided may not be final or complete.

C. Notification to Presiding and Alternate Judges; Appointment of Clerks.

1. The Contracting Officer shall notify each presiding judge and alternate judge of his or her appointment. The notification will also include the assigned polling location, the date of the election school(s), the date and time of the election, the rate of compensation, the number of election clerks the presiding judge may appoint, the eligibility requirements for election workers, and the name of the presiding or alternate judge, as appropriate. The Contracting Officer shall notify each of the election judges and alternates of their appointment and to the selection of election day clerks. Included in this notification will be the number of clerks that each precinct can appoint in addition to the election judge and alternate judge. The election judge is responsible for recruiting and supervising their clerks. Notification to the election judges and alternates shall be made no later than 20 days from the date of the election unless the Contracting Officer appoints a judge after this date.

2. The Contracting Officer shall ensure that the presiding judges make the appropriate election clerk appointments and notify the clerks of such appointments. The presiding election judge of each polling place, however, will use his or her discretion to determine when additional manpower is needed during peak voting hours. The Contracting Officer will determine the number of clerks to work on the Balloting Board.

D. Contracting with Third Parties. In accordance with §31.098 of the Texas Election Code, the Contracting Officer is authorized to contract with third persons for election services and supplies. The actual cost of such third-person services and supplies will be paid by the Contracting Officer and reimbursed by the District.

E. Election School(s). The Contracting Officer shall be responsible for conducting one or more, in his discretion, election schools to train the presiding judges and alternate judges in the conduct of elections, including qualifying voters, provisional voting, ~~and the counting of ballots.~~ The Contracting Officer shall determine the date, time, and place for such school(s) and notify the presiding judges and alternate judges of such. The Contracting Officer may hold the election school(s) on a Saturday in order to increase its availability to election workers who are employed during the regular work week. ~~If at all possible, such election schools shall be conducted within the District's territory.~~

F. Election Supplies. The Contracting Officer shall procure, prepare, and distribute to the presiding judges for use at the polling locations on election day (and to the early voting clerks during early voting) the following election supplies: election kits (including the appropriate envelopes, sample ballots, lists, forms, name tags, posters, and signage described in Chapters 51, 61, and 62, and Subchapter B of Chapter 66 of the Texas Election Code), pens, pencils, tape, markers, paper clips, ballot box seals, sample ballots, tacks, and all consumable-type office supplies necessary to hold an election.

G. Registered Voter List. The Contracting Officer shall provide all lists of registered voters required for use on election day and for the early voting period required by law. The election day list of registered voters shall be arranged in alphabetical order by each precinct.

H. DREs. The Contracting Officer shall provide, at each polling location, at least one voting station with a voting system that: (i) fully complies with applicable law relating to accessible voting systems which make voting accessible for disabled voters; and (ii) provides a practical and effective means for voters with physical disabilities to cast a secret ballot.

I. Precinct Ballot Counters and Transport Bags. The Contracting Officer shall make available for use in the election the appropriate number of Williamson County-owned precinct ballot counters and transport bags to carry election supplies. The precinct ballot counters and transport bags will be returned to the Contracting Officer at the conclusion of the election. The Contracting Officer shall deliver the precinct ballot counters (M100s) and have transport bags (containing election supplies) ready to be picked up by each presiding judge, or the designee of the presiding judge, prior to the early voting period (for early voting) and 2 days before Election Day (for election day voting) at 301 SE Inner Loop, Georgetown, Texas 78626 and shall notify each presiding judge of the time such shall be ready.

J. Ballots. The Contracting Officer shall be responsible for the preparation, printing, programming, and distribution of ballots and sample ballots, provided that the District will prepare the text of such ballots as set forth in Section III.C. below. Without limiting the foregoing, the Contracting Officer will be responsible for the programming of the direct recording electronic voting devices (referred to as DREs) and the printing of ballots requested by mail. The Contracting Officer shall be responsible for distributing the DREs along with the election supplies. In addition, the Contracting Officer will prepare the paper, optical, and auditory ballots for the election. The ballots shall be in English with the Spanish translation included.

K. Early Voting. In accordance with §§31.096 and 31.097(b) of the Texas Election Code, the Contracting Officer will serve as Early Voting Clerk for the election.

1. The Contracting Officer shall supervise and conduct early voting by mail and personal appearance and shall secure personnel to serve as Early Voting Deputies.

2. Early voting by personal appearance for the election shall be conducted during the hours and time period and at the locations as determined by the Contracting Officer.

3. The Contracting Officer shall receive mail ballot applications on behalf of the District. All applications for mail ballots shall be processed in accordance with Title 7 of the Texas Election Code by the Contracting Officer or his deputies at 301 SE Inner Loop, Ste 104, PO Box 209, Georgetown, Texas 78627-0209. Applications for mail ballots erroneously mailed to the District shall be faxed as promptly as possible to the Contracting Officer for timely processing. The original application shall then be forwarded to the Contracting Officer for proper retention.

4. Early voting ballots cast by personal appearance shall be secured and maintained at 301 SE Inner Loop, Georgetown, TX and in accordance with Chapter 87 of the Texas Election Code. The Early Voting Ballot Board shall meet at 301 SE Inner Loop, Ste 104, Georgetown, TX on the day after early voting ends ~~during each term of this Contract.~~

L. Election Day Polling Locations. The election day polling locations are determined by the Contracting Officer. The Contracting Officer shall arrange for the use of all election day polling places and shall arrange for the setting up of all polling locations for election day, including ensuring that each polling location has the necessary tables, chairs, and voting booths. The District understands that the cost of services to be rendered by the Contracting Officer includes a pro rata share of any fees charged by the entity providing the poll site and the cost of all employee services required to provide access, security, or custodial services for the polling location(s).

M. Ballot Tabulation. The Early Voting Ballot Board shall be responsible for handling ballot tabulation in accordance with statutory requirements and county policies, under the

auspices of the Contracting Officer, and will, thereafter, transport all election records to the Contracting Officer.

N. *Manual Counting.* The Contracting Officer shall conduct a manual count as prescribed by §127.201 of the Texas Election Code and submit a written report to the District in a timely manner. The Secretary of State may waive this requirement. If applicable, a written report shall be submitted to the Secretary of State as required by §127.201(E) of the aforementioned code.

O. *Election Reports.* The Contracting Officer shall prepare the unofficial and official tabulation of precinct results under §66.056(a) of the Texas Election Code. ~~If necessary, Contracting Officer shall and~~ provide a copy of the tabulation to the ~~District~~ Travis County Central Counting Station as soon as possible after the Contracting Officer has received the precinct returns on election night. If the District is located in both Williamson and Travis Counties, the Contracting Officer shall also provide a copy of the tabulation to the Travis County Central Counting Station, if requested, as soon as possible after the Contracting Officer has received the precinct returns on election night.

P. *Custodian of Voted Ballots.* The Contracting Officer is hereby appointed the custodian of voted ballots and shall preserve them in accordance with Chapter 66 of the Texas Election Code and other applicable law. After complying with the retention period, the Contracting Officer shall forward election material, including voted ballots, to the District, if requested.

Q. *Schedule for Performance of Services.* The Contracting Officer will perform all election services in accordance and compliance with the time requirements set out in the Texas Election Code.

R. *Compensation of Election Workers.* The Contracting Officer will compensate all election workers, including election day and early voting judges and clerks, deputies and other workers as applicable, and judges for election night and early voting returns, in accordance with the Contracting Officer's established compensation policies.

S. *Pre-Clearance.* The District shall be individually responsible for obtaining appropriate preclearance, if necessary, from the United States Department of Justice. The Contracting Officer will provide the District with information on changes affecting the District's election, such as polling place changes and changes in voting equipment, when such changes are confirmed, verified, or otherwise become known to him or his office.

III. RESPONSIBILITIES OF THE DISTRICT. The District shall assume the following responsibilities:

A. *Applications for Mail Ballots.* The District shall date stamp and then as promptly as possible fax to the Contracting Officer all applications for mail ballots that it receives. Promptly thereafter, the District shall deliver or send by mail the original mail ballot applications to the Contracting Officer.

B. *Election Orders, Election Notices, Canvass.* The District will be responsible for preparing, adopting, publishing, and posting all required election orders, resolutions, notices, and other documents, including bilingual materials, evidencing action by the governing authority of the District necessary to the conduct of the Election. The District will be responsible for conducting the official canvass of the Election.

C. *Ballot Text.* The District will be responsible for preparing the text for the District's official ballot in English and Spanish, or other languages as required by law. The District will

provide the Contracting Officer with a list of propositions showing the order and the exact manner in which the candidates' names and the propositions are to appear on the official ballot. The District shall also provide approval once the Contracting Officer submits it for review by e-mail or by signature in person.

D. Custodian of Records. The Contracting Officer will serve as the custodian of voted ballots as set forth in Section II.P. above. The District will be responsible for having a District representative serve as the custodian of all other election records.

E. Annual Voting Report. The District will be responsible for filing its annual voting system report to the Secretary of State as required under Chapter 123 *et seq.* of the Texas Election Code.

IV. PAYMENT

A. Charges. In consideration for the joint election services provided hereunder by the Contracting Officer, the District will be charged a share of election costs, an administrative fee, and for the lease of voting equipment.

1. Share of Election Costs. The District's ~~projected~~ share of election costs will be (i) a base fee of \$1,000.00, (ii) plus a determined-on-a pro rata share of the total of all costs incurred by the Contracting Officer in connection with the administration of elections of other entities held at the same time as the Election. The sum of the base charges from all participating entities will be subtracted from the total of all costs before allocating the remaining costs to each entity. Each entity's share of the remaining (allocated) costs will be determined as follows: The number of registered voters in each individual participating entity will be divided by the number of all registered of all participating entities to determine each entity's pro rata share expressed as a percentage, which will then be multiplied against each of the allocated costs (remaining costs after base charges are subtracted) as itemized on the final Total Cost report/invoice submitted to each District after the election. The end result will be a charge to the District of \$1,000.00 plus the District's allocated share of county-wide election costs not covered by the sum of all base fees received, basis using the following method: The number of precincts each District has involved in an election will be added together. The proportional percentage of that sum for each entity will be calculated. The proportional cost for each District for election services will be calculated by multiplying the proportional percentage of each District by the total cost of the election.

2. Administrative Fee. The Contracting Officer will charge a fee equal to 10% of the District's ~~actual~~ **projected** share of the total costs of each election. in accordance with Section 31.100(d) of the Texas Election Code.

3. Lease of Voting Equipment. Per Texas Election Code Section 123.032(d), the Williamson County Commissioners Court has established the following prices for leasing county-owned voting equipment:

- \$309.50 per ADA iVotronic DRE;
- \$250.00 per iVotronic DRE;
- \$85.00 per iVotronic printer;
- \$274.43 per electronic pollbook; and
- \$475.00 per M100 precinct ballot counter (election day only).

The District's share of voting equipment costs will be determined on a pro rata basis. Leasing cost will be calculated once for the early voting period (excluding M100 precinct ballot counters) and once for Election Day. If the County acquires additional equipment,

different voting equipment, or upgrades existing equipment during the term of this Contract, the charge for the use of the equipment may be reset by the Williamson County Commissioners Court.

~~4. Flat Fee for Political Subdivisions of Less Than Three Precincts. Any political subdivision encompassing three precincts or less will be charged a flat fee of \$2,000 to administer its election.~~

B. Partial Payment. The District agrees to pay the Contracting Officer the \$1,000.00 base fee as part of the 67% deposit of the **estimated** cost no later than the 50th day before the election, to cover a portion of the estimated projected share of election costs. The Contracting Officer will provide an estimate in the form of an invoice as soon as possible after 60 days before Election Day. As soon as reasonably possible after Election Day, the Contracting Officer will submit an itemized invoice (properly supported by time sheets, invoices, and receipts, as applicable) to the District for the actual expenses directly attributable to the services provided to the District hereunder.

C. Final Payment. In the event the actual election costs exceed the District's partial payment, the difference between the actual costs and the partial payment will be paid by the District within 30 days after receiving an itemized invoice from the Contracting Officer. Payment shall be made by check payable to WILLIAMSON COUNTY and mailed to:

Rick Barron
Elections Administrator
PO Box 209
Georgetown, TX 78627-0209

Any monies remaining after the payment of all costs of elections bills shall be the property of the District and returned to it. If the District disputes any portion of the invoice, the District shall pay the undisputed portion of the invoice, and the parties will discuss in good faith a resolution of the disputed portion. Payments made by the District in meeting its obligations under this Contract shall be made from current revenue funds available to the governing body of the District.

V. TERM AND TERMINATION

A. Initial Term. The initial term of this Contract shall commence upon the last party's execution hereof and shall continue thereafter in full force and effect for one year, subject to the termination rights set forth herein..

B. Renewal. Subject to the termination rights set forth herein, this Contract shall automatically renew for five additional one-year terms. Should the District want more than five one-year terms, the District may submit the change to the Contracting Officer.

C. Termination for Convenience. Either party may terminate this Contract for convenience and without cause or further liability upon thirty (30) business day's written notice to the other party. In the event of termination, it is understood and agreed that only the amounts due to Contracting Officer for services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for either party's termination of this Contract for convenience.

D. Termination for Cause. If either party commits an Event of Breach (a breach of any of the covenants, terms, and/or conditions of this Contract), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the

nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Contract. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Contract.

VI. COMMUNICATIONS

A. The District and the Election Officer shall each designate a member of their staff to serve as the primary contact for the respective offices under this Contract and provide the name and contact information for that individual to each entity.

B. Throughout the term of this Contract, the District and the County will engage in ongoing communications issues related to District elections, the use of County's voting equipment, and the delivery of services under this Contract, ~~and, when necessary, the County Clerk,~~ elections division staff members, and other election workers shall meet with the District to discuss and resolve any problems which might arise under this Contract.

C. The Election Officer shall be the main point of media contact for election information related to election administration. The District shall designate a contact to be the main point of contact for matters related to the content of the District's ballot or candidates.

VII. GENERAL PROVISIONS

A. ***Nontransferable Functions.*** In accordance with §31.096 of the Texas Election Code, nothing in this Contract shall be construed as changing:

1. the authority with whom applications of candidates for a place on the ballot are filed;
2. the authority with whom documents relating to political funds and campaigns under Title 15 of the Texas Election Code are filed; or
3. the authority to serve as custodian of election records, except that the Contracting Officer, will serve as the custodian of voted ballots as set forth in §II.P above.

B. ***Cancellation of Election.*** If the District cancels its election pursuant to §2.053 of the Texas Election Code, the Contracting Officer shall only be entitled to receive the actual expenses incurred before the date of cancellation in connection with the election and a cancellation fee of \$50. The Contracting Officer shall submit an invoice for such expenses (properly supported as described in Article IV above) as soon as reasonably possible after the cancellation and the District shall make payment therefore in a manner similar to that set forth in Article IV above. The Contracting Officer agrees to use reasonable diligence not to incur major costs in connection with election preparations until it is known that the election will be held, unless the District authorizes such major costs in writing.

C. Contract Copies to Treasurer and Auditor. In accordance with §31.099 of the Texas Election Code, the Contracting Officer agrees to file copies of this Contract with the County Treasurer of Williamson County, Texas and the County Auditor of Williamson County, Texas.

D. Representatives. For purposes of implementing this Contract and coordinating activities hereunder, the District and the Contracting Officer designate the following individuals, and whenever the contract requires submission of information or documents or notice to the District or the Contracting Officer, respectively, submission or notice shall be to these individuals:

For the District:

Donald Hill
Mayor, City of Taylor
400 Porter St.
Taylor, TX 76574

For the Contracting Officer:

Rick Barron
Elections Administrator
Williamson County
PO Box 209
Georgetown, TX 78627
Tel: (512) 943-1622

E. Amendment/Modification. Except as otherwise provided, this Contract may not be amended, modified, or changed in any respect whatsoever, except in writing, duly executed by the parties hereto. No official, representative, agent, or employee of Williamson County has any authority to modify this Contract except pursuant to such expressed authorization as may be granted by the Commissioners Court of Williamson County, Texas. No official, representative, agent, or employee of the District has any authority to modify this Contract except pursuant to such expressed authorization as may be granted by the governing body of the District. Both the Contracting Officer and the District may propose necessary amendments or modifications to this Contract in writing in order to conduct the Election smoothly and efficiently, except that any such proposals must be approved by the Contracting Officer and the governing body of the District or its authorized agent, respectively.

F. Relationship of the Parties. Each party to this Contract, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

G. Severability. If any provision of this Contract is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Contract; and, parties to this Contract shall perform their obligations under this Contract in accordance with the intent of the parties to this Contract as expressed in the terms and provisions of this Contract.

H. Third Party Beneficiaries. Except as otherwise provided herein, nothing in this Contract, expressed or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights or remedies under or by reason of this Contract.

I. Entire Agreement. This Contract contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed and supersedes all prior agreements, including prior election services contracts and prior agreements to conduct joint elections. Any prior agreements, promises, negotiations, or representations not expressly contained in this Contract are of no force and effect. Any oral representations or modifications concerning this Contract shall be of no force or effect, excepting a subsequent modification in writing as provided herein.

* * *

WITNESS BY MY HAND THIS THE _____ DAY OF _____, 20____.

CONTRACTING OFFICER:

Rick Barron, Elections Administrator
Williamson County, Texas

WITNESS BY MY HAND THIS THE _____ DAY OF _____, _____.

THE DISTRICT:

Name of Entity: __City of Taylor_____

By: _____

Printed Name: __Donald Hill_____

Official Capacity: __Mayor_____

ATTEST:

Susan Brock, City Clerk

**JOINT ELECTION AGREEMENT
(WILLIAMSON COUNTY PARTICIPATING ENTITIES)**

WHEREAS, the undersigned political subdivisions, collectively referred to hereinafter as the “**Participating Entities**”, will each hold an election on from the date of execution through the renewal terms of the associated Election Services Contract executed between the countersigning District and the Contracting Officer; and May 9, 2009; and

WHEREAS, each of the Participating Entities (i) is located partially or entirely within Williamson County, Texas (the “**County**”), and (ii) shares an election precinct with at least one other Participating Entity; and

WHEREAS, the County has contracted or is contracting with each Participating Entity to conduct and provide election services for such Participating Entity’s election from the date of execution through the renewal terms of the associated Election Services Contract executed between the countersigning District and the Contracting Officer; May 9, 2009 election; and

WHEREAS, the Participating Entities all desire to enter into a joint election agreement for the purpose of sharing election equipment, costs, election officials, and sharing precinct polling locations, and election ballots where appropriate; and

WHEREAS, the Participating Entities desire to define and establish some specific details of this agreement, if applicable, and attach those details hereto in ATTACHMENT A.

NOW, THEREFORE, the Participating Entities agree as follows:

I. Scope of Joint Election Agreement

The Participating Entities enter this Joint Election Agreement (“**Agreement**”) for the conduct of the elections to be held from the date of execution through the renewal terms of the associated Election Services Contract executed between the countersigning District and the Contracting Officer on May 9, 2009.

II. Appoint Election Officer

The Participating Entities appoint Rick Barron, Williamson County Elections Administrator, to serve as the Election Officer for each Participating Entity in order to perform and supervise the duties and responsibilities of the Election Officer for any election from the date of execution through the renewal terms of the associated Election

Services Contract executed between the District and the Contracting Officer. ~~the 9, May, 2009, election.~~

III. Early Voting and Election Day

Early Voting In Person and Election-day voting shall be held in common precincts where appropriate at the dates, times, and locations recommended by the Election Officer and authorized and ordered by the governing body of each Participating Entity.

IV. Miscellaneous Provisions

1. This Agreement becomes effective upon execution by all Participating Entities. The obligations of the Agreement will continue as to each Participating Entity until each Participating Entity has made full payment of its share of election costs under this Agreement and other agreements related to elections from the date of execution through the renewal terms of the associated Election Services Contract executed between the District and the Contracting Officer~~May 9, 2009, election~~. In the event any of the Participating Entities cancels its election in accordance with Section 2.053 of the Texas Election Code, then this Agreement shall terminate as to such entity upon receipt by the Williamson County Elections Administrator of notice of cancellation of the election.

2. Notice under this Agreement must be in writing and may be affected by personal delivery or by certified mail to the Participating Entities at the addresses set forth on the signature pages hereto.

3. This Agreement may not be amended or modified except in writing executed by each Participating Entity.

4. The obligations under this Agreement are performable in Williamson County, Texas.

5. Venue for any dispute arising under this Agreement shall be in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America.

6. If any provision of this Agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the remaining provisions of this Agreement; and the Participating Entities shall perform their obligations under this Agreement as expressed in the terms and provisions of this Agreement.

* * *

IN WITNESS WHEREOF, this Agreement is executed on the dates set forth below to
be effective the ____ day of _____, 200912.

WILLIAMSON COUNTY, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

**COUNTERPART SIGNATURE
JOINT ELECTION AGREEMENT
(WILLIAMSON COUNTY ENTITIES)**

City of Taylor, Texas

By: _____

Name: Rod Hortenstine

Title: Mayor

Date: _____

Polling Places for Municipal~~May 9, 2009~~ Elections:

District 1 City Hall
400 Porter Street

District 3: Pasemann Elementary School~~Taylor High School~~
2809 North Drive

District 4: Northside Elementary Board Room
2500 North Drive

**CITY OF TAYLOR
ELECTION HISTORY**

<u>DATE</u>	<u>TYPE OF ELECTION</u>	<u>TOTAL VOTES CAST</u>	<u>COSTS</u>
May 15, 2004	Civil Service (City wide) and Distr. 1 and 4	1159	\$ 9,830
May 9, 2009	District 2	254	\$ 781
May 8, 2010	District 4 Council Bond Proposal for Indoor Rec Ctr (City wide)	321 1363	\$11,142
May 14, 2011	At Large City Council	1179	\$ 4,998
May 12, 2012	Districts 2 and 3 City Council	332	\$ 3,761

Based on past costs, most annual elections cost the city between \$4,000 and \$12,000, depending on how many city districts are involved and if it is a city wide issue on the ballot.

The cost of each election is also determined by the number of participating entities (school district, county, etc.). The County divides the costs between entities based on number of election judges needed, number of polling places, costs of ballot printing, electronic machine programming, etc.



City Council Meeting September 27, 2012 Agenda Item Transmittal

Agenda Item #: 7

Agenda Title: Consider request from Mustang Creek Golf Course to extend a reduced bulk water rate.

Council Action to be taken: Approve, deny or table for more information

Initiating Department: City Administration

Staff Contact: Jim D. Dunaway, City Manager

1. INTRODUCTION/PURPOSE

This item is being brought before City Council with a request from Mustang Creek Golf Course to grant a one year extension for a reduced bulk water rate.

2. DESCRIPTION/ JUSTIFICATION

In September of 2011, this request was presented to City Council and was approved granting the Mustang Creek Golf Course with a reduced rate of \$3.50 per 1,000 gallons. This reduced rate was granted for a one year period which will expire on September 30, 2012.

At this time they are requesting an extension for an additional one year. The current bulk rate is \$5.00 per 1,000 gallons as stated in the fee schedule. Based on this year's water usages by the Mustang Creek Golf Course, this had minimal financial impact.

We currently have wholesale contracts with both Noack WSC and the City of Thrall that provide a wholesale rate of \$3.50 per 1,000 gallons. If you should choose to grant this extension to the Golf Course, staff would recommend that the adjusted rate not be less than \$3.50 per 1,000 gallons.

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

Current term will expire on September 30, 2012.

5. RECOMMENDATION

Staff recommends that you grant their request to extend their bulk water rate fee to remain at \$3.50 per 1,000 gallons taken and that this rate be good until September 30, 2013.

6. REFERENCE FILES



City Council Meeting September 27, 2012 Agenda Item Transmittal

Agenda Item #: 8
Agenda Title: Concur with Preliminary Financials for August, 2012.
Council Action to be taken: Approve Financials for August by consent
Initiating Department: Finance Department
Staff Contact: Rosemarie Dennis, Finance Director

1. INTRODUCTION/PURPOSE

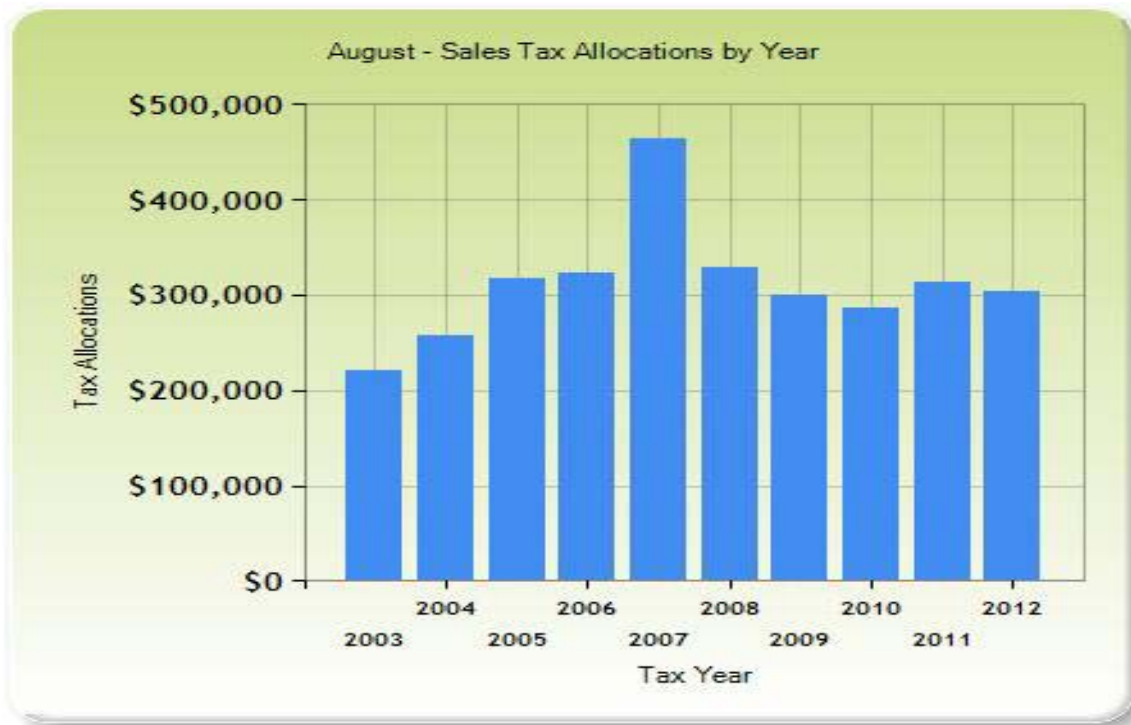
Article 12, Section 12.3 of the City of Taylor's Charter states in part that the City Manager shall prepare and submit to the City Council a written monthly financial report that is in a form satisfactory with the City Council. The referenced report is intended to satisfy the Charter requirement.

2. MONTHLY FINANCIAL REPORT

The reporting period covered for is the month of August 2012. 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, 2012:

General Fund

- ❖ Year-to-date revenues total \$10,557,959 up by \$859,008 or 8.9% from this same time last year. Revenues are reported at 99% to total budget. Below summaries the major General Fund revenue sources.
- ❖ Current Property Tax Collections for year-to-date total \$4,490,873. This is an increase from this same time last year's collection by \$220,842 or 5.2%. Property tax revenue is at 102.8% of collection to total budget. Please keep in mind that during the budget process, we elected to decrease interesting and sinking (I&S) debt portion by \$100,000 which ultimately has a direct impact to the M & O portion.
- ❖ Delinquent Property Tax with Penalty and Interest at \$117,578, an increase from this same time last year by \$10,666 or 10%.
- ❖ Total sales tax allocation for the month of August is reported at \$306,428, a decrease of \$8,994 or 3.1% from this same time last year. The graph below reflects a history trend by year from 2002- 2012 for the months of August. The city's portion of sales tax allocation is reported at \$227,896 from the total collection which is a decrease of \$6,746 or 2.9% from this same time last year. The cumulative year to date collection is reported at \$2,128,175 which is an increase from prior year by \$89,986 or 4.4%. TEDC portion for the month of August is \$75,965. Year to date allocation to TEDC is \$709,392.



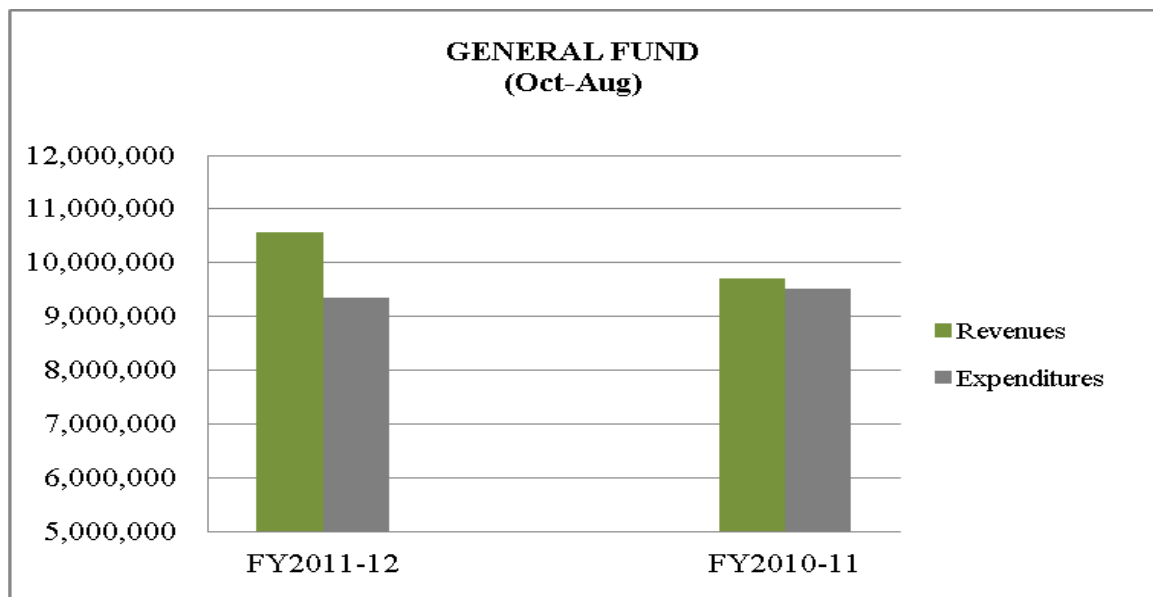
- ❖ Franchise Tax collected year-to-date totaled \$964,571. When compared to last year an increase of \$105,183 or 12.3%. The gas franchise is shown to have decreased from prior year by \$5,819 or 6%. Telephone franchise has also decreased from prior year by \$3,826 or 6.6%. However, cable franchise shows an increase by \$23,872 or 19.1%. The increase in cable is due to the collection of peg fees and u-verse fees which were not collected in the previous year. Solid waste has also increased from prior year by \$17,997 or 15.7%. Total franchise tax reflects 9.1% of total revenue.

Franchise Tax Collected		
<u>Franchise Tax</u>	As of 8/31/2011 FY2010-11	As of 8/31/12 FY2011-12
Cable	\$ 124,868	\$ 148,740
Electric	\$ 458,492	\$ 536,124
Gas	\$ 95,619	\$ 89,800
Mixed Bev.	\$ 6,888	\$ 2,260
Solid Waste	\$ 114,978	\$ 132,975
Telephone	\$ 57,713	\$ 53,887
Skills Games	\$ 330	\$ 285
Mobile Home	\$ 500	\$ 500
	\$ 859,388	\$ 964,571
Increase over previous yr.		+\$105,183 or 12.3%

- ❖ Permits and Licenses are recorded at \$161,978 an increase by \$79,188 or 95.6% when compared to this same time last year. Building permits accounts for this increase due to

new development and a slight increase in beer/wines sales licenses. This category is at 125% to total budget.

- ❖ Charges for services are at \$1,221,076 which is down by \$12,457 from prior year. All line items in this category have slightly decreased from the prior year. Charges for services are at 85% to total budget.
- ❖ Municipal Court Fines and Fees are reported at 226,621 down by \$115,068 or 33.7% from this same time last year.
- ❖ Interfund Operating Transfers are recorded at \$1,073,620 year to date. This includes the first time transfer for the year from the Utility Fund of \$425,000. All final transfers will occur on September 30th.
- ❖ All other revenue totaled \$176,466; this is a decrease when compared to last year by \$330,676 for which majority of that was due to a bequest received last year.
- ❖ Expenditures are at \$9,342,211 which is 87% to total budget. This is a decrease from the previous year by \$173,385 or 1.8%. All departments are operating within acceptable levels with the exception of the Moody Museum and Planning and Development. The City Council approved appropriations for repairs which were not budgeted for the Moody Museum. Expenditures for the Bureau of Veritas which does code enforcement activities accounts for Planning and Development to be over budgeted. This fund will be amended to reflect actual expenditures.
- ❖ The General Fund reflects revenues over expenditures of \$1,215,748. This is an increase over prior year by \$1,032,393. Overall, the General Fund is performing better than anticipated.



Special Revenue Funds

- ❖ Tax Increment Fund- Revenue is reported at \$101,935 which is 110% to total budgeted. Expenditures are reported at \$9,547 at were approved City Council for this expense. Revenues are over expenditures by \$92,388.
- ❖ Hotel/Motel Fund-Revenues- Total revenues are at \$54,126 which is 68% to total budget. Revenues reported by the lodging providers are down when compared to last year. With the loss of one of the lodging provider this has impacted revenue. Expenditures are reported at \$51,573 year-to-date. This includes \$36,200 paid to the Taylor Chamber and \$15,373 for repairs to the Moody Museum that were done back in April and May. Revenues are over expenditures by \$2,553.
- ❖ Texas Capital Fund- This is a pass through fund account. TCAT pays the City and the City in turn pays the State.
- ❖ Main Street Fund- Revenues are at \$20,154 which is at 96% to total budget. Expenditures are at \$ 20,272 which is 57% to total budget. Expenditures are over revenues by \$118.
- ❖ Cemetery Land Purchase- Revenue at \$2,596 which is at 100% to total budget with no expense activity year-to-date.
- ❖ Municipal Court Security/Technology- Shows revenues over expenditures by \$10,333 and expenditures year-to-date at \$3,731. Revenues are reported at 67% to total budget.
- ❖ Library Grant/Donations- Revenues are at \$1,335 which is 25% of total budget. Expenditures are reported at \$4,577 which is 92% to total budget and remain unchanged from the last three reporting periods. Expenditures exceed revenues by \$3,242.

Roadway Impact Fund

- ❖ Revenues year-to-date are at \$62,433 with no reported expenditures. This is an increase from prior year by \$42,330 due to new development.

Municipal Drainage Utility Fund (MDUS)

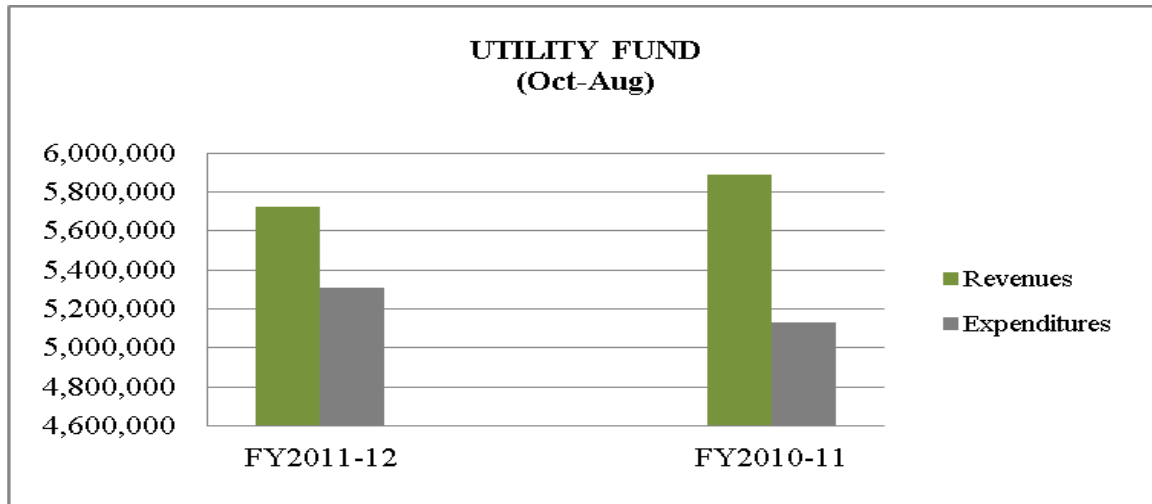
- ❖ The MDUS Fund shows revenues are reported at \$734,882 year-to-date, \$555,120 is from the Series 2012 bond issuance. Year to date drainage fees are reported at \$178,351 with late payment fees of \$2,410. A reimbursement of \$3,000 was received that is related to the bond issuance. Expenditures year to date are reported at \$606,765. This includes the transfers to the General Fund of \$596,120.

Utility Fund

- ❖ The Utility Fund operating revenues totaled \$5,723,275 year-to-date which is at 84% to total budget. This is down by \$165,448 or 2.8% when compared to last year. Utilities (water, sewer, drainage and garbage) are billed in arrears and the accrual method is used at year end. Water sales year to date are recorded at \$3,061,851 which is down from the prior year by \$117,246 or 3.7%. Wholesale water year to date are recorded at \$323,155, a decrease of \$59,150 or 15.5% from the prior year. Sewer is recorded at \$1,910,928 which is a decrease from prior year by \$21,064 or less than 10.9%. All other charges for services total \$309,820 which is an increase of \$17,559 or 6% from prior year. All other revenue totaled \$117,520 from this amount \$47,050 is TEDC contribution for installation of wastewater lines for the Airport West Wastewater Line Project.
- ❖ Total year-to-date expenditures are reported at \$5,311,484 which is at 78% to total budget. This is up when compared to this same time last year by \$180,521 or 3.5%. This

was due a larger amount transferred to the General Fund by \$225,000. All departments are operating at acceptable levels.

- ❖ The Utility Fund shows revenues over expenditures by \$411,791. Overall, this fund is performing as anticipated.

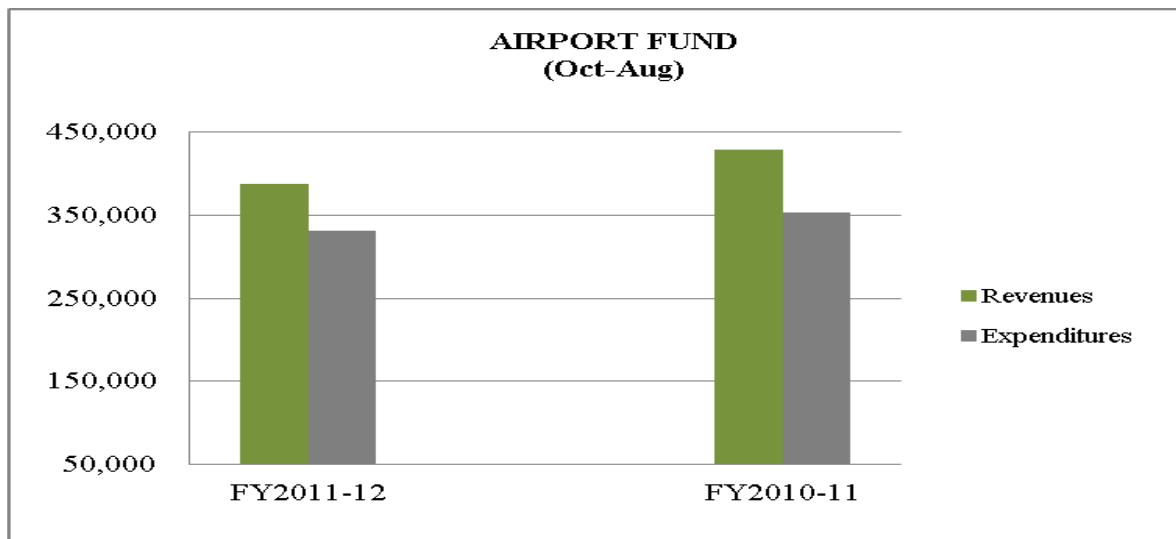


Utility Impact Fund

- ❖ Revenues year-to-date are at \$94,236, which is over the budgeted amount. This increase is due to new development within the City. Expenditures are at \$13,174 and remain unchanged for last six reporting periods.

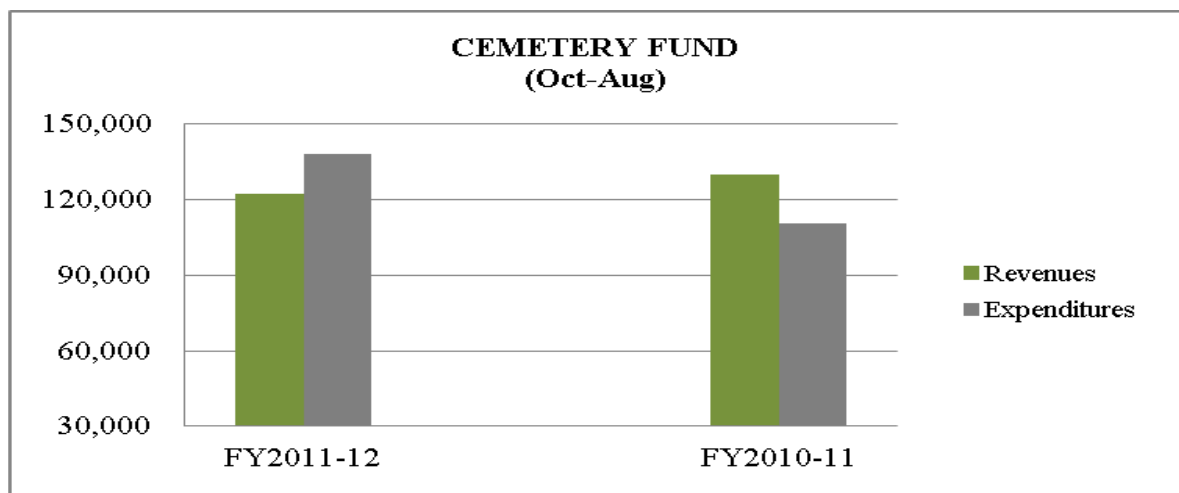
Airport Fund

- ❖ The Airport Fund operating revenues year to date totaled \$387,571, which is down from this same time last year by \$41,937 or 10.4%. Hanger rental is at \$139,577 slightly down by \$1,692 from this same time last year. The fuel sales are reported at \$222,682 down by \$40,588 or 15.4% when compared to this same time last year. Revenues are at 81% to total budget year to date.
- ❖ Operating expenditures totaled \$331,134 down by \$22,209 or 6.3% when compared to last year. Expenditure for fuel year-to-date came in at \$230,480 down by \$16,629 or 6.7% when compared to prior year. The Airport Fund shows revenues over expenditures in the amount of \$56,437 year to date and operating slightly below as anticipated. The remaining balance owed by the Airport to the General Fund remains at \$65,376. The next schedule payment is anticipated in October 2012.



Cemetery Operating Fund

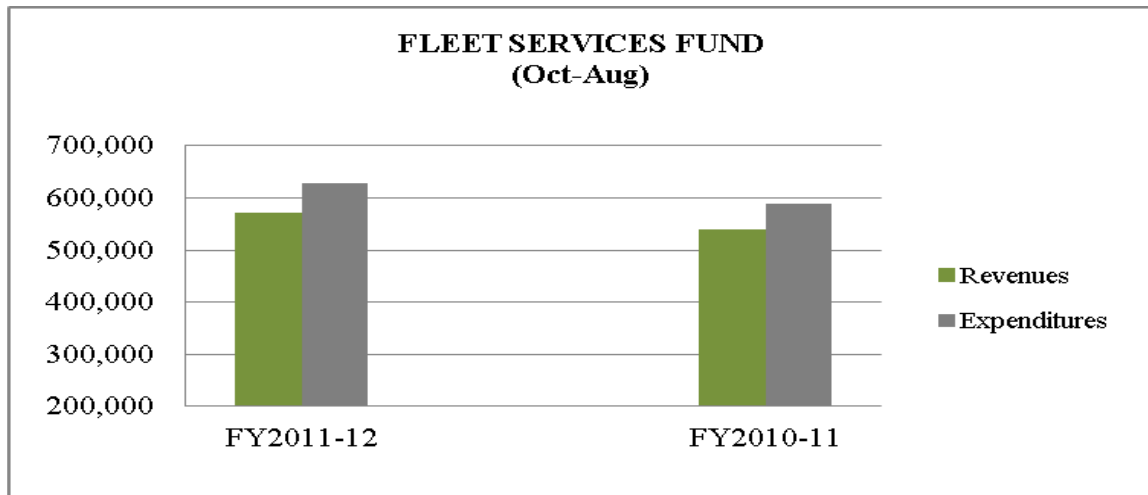
- ❖ The Cemetery Operating Fund shows expenditures over revenues by \$15,805. Revenues are \$121,976 which is 89% to total budget. This is down by \$8,043 or 6.2% from prior year. Charges for services such as grave digging and grave marking fees are up from the previous year by \$3,903 or 5.7% and reported year to date at \$72,183. Cemetery lots are reported at \$36,299 which is slightly up by \$99. All other revenues are reported at \$13,493 down by \$12,047 or 47.2% from prior year. Expenditures totaled \$137,781 which is up by \$27,732 or 25.1% from prior year. This fund is budgeted with a deficit which will decrease fund balance.



Fleet Services Operating Fund

- ❖ The Fleet Service Operating Fund reflects expenditures over revenues in the amount of \$55,370. This is an internal fund; different departments from various funds are charged a rental fee which is transferred to this fund to off- set the expenses for repairs and

maintenance to the City's vehicles and equipment. Expenditures are reported at 101% to total budget. Equipment operation and maintenance is reported at \$627,076 which is an increase from prior year by \$37,228 or 6.3%. Repairs and maintenance have increased from prior year. Major repairs to city equipment such as tractors, lawn mower and a fire truck accounts for this increase. Also, we experience an increase in fuel cost when compared to last year by \$4,279 or 2.4%. This fund will be amended to reflect actual expenditures.



Fleet Replacement Fund

- ❖ The Fleet Replacement Fund is performing as anticipated and shows a deficit of \$159,878. No revenues were budgeted in this fund and remain unchanged from the previous month with a balance of \$33,860. In this fund, the purpose is to used and drawn down fund balance. Expenditures are for capital lease payments and vehicles purchase during the year.

3. REFERENCE FILES

Preliminary [Financials for August, 2012](#):

- **Attachment A:** Preliminary summaries of the total amounts of revenue and expenditures for the month of August, 2012.
- **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 revenue 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 for Month of:

August 2012

08/31/12

Attachment A

Financial Summary

Attachment A

Summary Revenue/Expenditures Preliminary Year-to-Date as of August 31, 2012

Operating Funds	Revenue		% Y-T-D	Expenditures		% Y-T-D	Difference
	Budget	Actual Y-T-D		Budget	Actual Y-T-D		
General Fund	\$ 10,696,910	\$ 10,557,959	99%	\$ 10,696,910	\$ 9,342,211	87%	\$ 1,215,748
Special Revenue							
- Tax Increment Fund (TIF)	\$ 92,424	\$ 101,935	110%	\$ 20,000	\$ 9,547	48%	\$ 92,388
- Hotel/Motel Tax	\$ 80,000	\$ 54,126	68%	\$ 60,000	\$ 51,573	86%	\$ 2,553
- Texas Capital Fund	\$ 25,021	\$ 22,938	92%	\$ 25,021	\$ 22,938	92%	\$ -
- Main St. Revenue	\$ 21,000	\$ 20,154	96%	\$ 35,500	\$ 20,272	57%	\$ (118)
- Cemetery Land Purchase	\$ 2,600	\$ 2,593	100%	-	-	0%	\$ 2,593
- Municipal Court Sec/Tech	\$ 21,000	\$ 14,064	67%	\$ -	\$ 3,731	0%	\$ 10,333
- Library Grants/Donations	\$ 5,300	\$ 1,335	25%	\$ 5,000	\$ 4,577	92%	\$ (3,242)
Subtotal	\$ 247,345	\$ 217,145	88%	\$ 145,521	\$ 112,638	77%	\$ 104,507
Roadway Impact Fund	\$ 22,000	\$ 62,433	284%	0	0	0%	\$ 62,433
Municipal Utility Drainage Fund	156,400	\$ 734,882	470%	60,000.00	606,765	1011%	\$ 128,117
Utility Fund	\$ 6,837,878	\$ 5,723,275	84%	\$ 6,837,878	\$ 5,311,484	78%	\$ 411,791
Utility Impact Fund	\$ 18,525	\$ 94,236	509%	0	13,174	0%	\$ 81,062
Airport Fund	\$ 478,902	\$ 387,571	81%	\$ 467,814	\$ 331,134	71%	\$ 56,437
Cemetery Op. Fund	\$ 136,790	\$ 121,976	89%	\$ 161,634	\$ 137,781	85%	\$ (15,805)
Fleet Service Operating Fund	\$ 621,112	\$ 571,706	92%	\$ 621,112	\$ 627,076	101%	\$ (55,370)
Fleet Replacement Fund	\$ -	\$ 33,860	#DIV/0!	\$ 96,810	193,738	200%	\$ (159,878)
Total	\$ 19,215,862	\$ 18,505,043	96%	\$ 19,087,679	\$ 16,676,001	87%	\$ 1,829,042

08/31/12

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
- Cemetery Land Purchase Fund
- Municipal Court Fees Fund
- Library Grant/Donations

Roadway Impact Fund

Municipal Utility Drainage Fund

Utility Fund

Utility Impact Fund

Airport Fund

Cemetery Operating Fund

Fleet Services Operating Fund

Fleet Replacement Fund

CITY OF TAYLOR
FINANCIAL STATEMENT
AS OF: AUGUST 31ST, 2012

PAG 1

100-GENERAL FUND
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
310-TAXES		7,627,910.00	318,736.16	7,701,196.87	100.96	0.00	(73,286.87)
320-PERMITS AND LICENSES		129,050.00	27,183.49	161,978.37	125.52	0.00	(32,928.37)
330-INTERGOVERNMENTAL REV		43,150.00	0.00	36,371.23	84.29	0.00	6,778.77
340-CHARGES FOR SERVICES		1,425,900.00	120,696.25	1,221,076.14	85.64	0.00	204,823.86
410-FINES AND FORFEITURES		336,900.00	15,510.30	226,816.25	67.32	0.00	110,083.75
420-ASSESSMENTS		11,000.00	1,567.41	9,197.78	83.62	0.00	1,802.22
430-USE OF MONEY AND PROP		138,000.00	7,247.47	108,100.10	78.33	0.00	29,899.90
440-DONATIONS FROM PRIVAT		5,000.00	6,388.60	19,202.33	384.05	0.00	(14,202.33)
450-INTERFUND OPERATING T		980,000.00	425,000.00	1,073,620.00	109.55	0.00	(93,620.00)
460-PROCEEDS GEN FIXED AS		0.00	0.00	400.00	0.00	0.00	(400.00)
*** TOTAL REVENUES ***		10,696,910.00	922,329.68	10,557,959.07	98.70	0.00	138,950.93
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
500-CITY COUNCIL		186,449.00	11,762.32	147,596.62	79.16	0.00	38,852.38
501-CITY MANAGEMENT		468,952.00	49,808.57	417,900.61	89.19	355.24	50,696.15
503-PUBLIC INFORMATION		131,017.00	9,650.47	96,934.41	73.99	0.00	34,082.59
504-HUMAN RESOURCES		171,924.00	14,828.05	149,440.41	86.92	0.00	22,483.59
512-FINANCIAL SERVICES		425,285.00	39,000.08	387,136.05	91.43	1,718.80	36,430.15
516-MUNICIPAL COURT		247,110.00	19,289.12	199,844.53	80.97	250.00	47,015.47
522-PLANNING & DEVELOP		388,239.00	53,909.36	398,051.29	103.56	4,000.00	(13,812.29)
524-MAIN STREET PROGRAM		49,754.00	5,297.70	44,593.10	89.63	0.00	5,160.90
527-C D - MOODY MUSEUM		7,295.00	339.11	39,657.13	543.62	0.00	(32,362.13)
532-PUBLIC LIBRARY		410,548.00	39,846.84	356,298.83	88.34	6,364.84	47,884.33
542-FIRE SUPPRESSION/EMER		1,736,541.00	176,404.72	1,579,175.52	91.15	3,744.40	153,621.08
552-POLICE FIELD SERVICES		2,388,149.00	254,784.29	2,114,510.95	88.81	6,318.70	267,319.35
558-ANIMAL CONTROL SECTIO		103,143.00	12,510.46	100,075.67	97.03	0.00	3,067.33
561-PUBLIC WORKS ADMINIST		140,418.00	13,191.85	104,679.24	75.54	1,398.99	34,339.77
563-STREET & GROUND MAIN		1,204,305.00	93,716.41	913,606.37	75.99	1,561.91	289,136.72
565-PARKS & RECREATION		630,104.00	74,081.25	575,235.12	92.38	6,839.97	48,028.91
566-GENERAL SVS/BLDG MAI		326,202.00	34,904.40	306,235.78	94.24	1,180.00	18,786.22
573-ENGINEERING & INSPECT		197,038.00	16,233.28	170,278.68	86.42	0.00	26,759.32
575-I T DEPT		93,469.00	12,038.90	81,686.21	87.39	0.00	11,782.79
592-NON-DEPARTMENTAL		1,390,968.00	107,253.31	1,159,274.96	83.55	2,913.13	228,779.91
*** TOTAL EXPENDITURES ***		10,696,910.00	1,038,850.49	9,342,211.48	87.68	36,645.98	1,318,052.54
		=====	=====	=====	=====	=====	=====
*** TOTAL PROFIT / (LOSS) ***		0.00	(116,520.81)	1,215,747.59	0.00	(36,645.98)	(1,179,101.61)
		=====	=====	=====	=====	=====	=====

CITY OF TAYLOR
FINANCIAL STATEMENT
AS OF: AUGUST 31ST, 2012

119-TIF (TAX INCREMENT FUND)
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
310-TAXES		57,504.00	0.00	63,489.14	110.41	0.00	(5,985.14)
330-INTERGOVERNMENTAL REV		34,620.00	0.00	38,042.87	109.89	0.00	(3,422.87)
430-USE OF MONEY AND PROP		300.00	50.45	403.46	134.49	0.00	(103.46)
*** TOTAL REVENUES ***		92,424.00	50.45	101,935.47	110.29	0.00	(9,511.47)
<u>EXPENDITURE SUMMARY</u>							
500-CONTRACT SERVICES		20,000.00	0.00	9,546.61	47.73	0.00	10,453.39
*** TOTAL EXPENDITURES ***		20,000.00	0.00	9,546.61	47.73	0.00	10,453.39
*** TOTAL PROFIT / (LOSS) ***		72,424.00	50.45	92,388.86	127.57	0.00	(19,964.86)

CITY OF TAYLOR
FINANCIAL STATEMENT
AS OF: AUGUST 31ST, 2012

120-HOTEL/MOTEL FUND
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
310-TAXES		80,000.00	5,215.40	54,125.62	67.66	0.00	25,874.38
*** TOTAL REVENUES ***		80,000.00	5,215.40	54,125.62	67.66	0.00	25,874.38
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
612-HOTEL/MOTEL TAX		60,000.00	4,241.80	51,572.77	85.95	0.00	8,427.23
*** TOTAL EXPENDITURES ***		60,000.00	4,241.80	51,572.77	85.95	0.00	8,427.23
		=====	=====	=====	=====	=====	=====
*** TOTAL PROFIT / (LOSS) ***		20,000.00	973.60	2,552.85	12.76	0.00	17,447.15
		=====	=====	=====	=====	=====	=====

CITY OF TAYLOR
FINANCIAL STATEMENT
AS OF: AUGUST 31ST, 2012

121-TEXAS CAPITAL FUND
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
430-USE OF MONEY AND PROP		25,021.00	2,085.25	22,937.75	91.67	0.00	2,083.25
*** TOTAL REVENUES ***		25,021.00	2,085.25	22,937.75	91.67	0.00	2,083.25
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
610-LEASE PAYMENT T J C		25,021.00	2,085.25	22,937.55	91.67	0.00	2,083.45
*** TOTAL EXPENDITURES ***		25,021.00	2,085.25	22,937.55	91.67	0.00	2,083.45
		=====	=====	=====	=====	=====	=====
*** TOTAL PROFIT / (LOSS) ***		0.00	0.00	0.20	0.00	0.00	(0.20)
		=====	=====	=====	=====	=====	=====

CITY OF TAYLOR
FINANCIAL STATEMENT
AS OF: AUGUST 31ST, 2012

123-MAIN STREET REVENUE FUND
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
440-DONATIONS FROM PRIVAT		21,000.00	65.97	20,153.70	95.97	0.00	846.30
*** TOTAL REVENUES ***		21,000.00	65.97	20,153.70	95.97	0.00	846.30
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
615-CONTRIBUTE TO CIVIC P		35,500.00	4,500.00	20,272.19	57.10	0.00	15,227.81
*** TOTAL EXPENDITURES ***		35,500.00	4,500.00	20,272.19	57.10	0.00	15,227.81
		=====	=====	=====	=====	=====	=====
*** TOTAL PROFIT / (LOSS) ***		(14,500.00)	(4,434.03)	(118.49)	0.82	0.00	(14,381.51)
		=====	=====	=====	=====	=====	=====

CITY OF TAYLOR
FINANCIAL STATEMENT
AS OF: AUGUST 31ST, 2012

124-CEMETERY LAND PURCHASES
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
460-PROCEEDS GEN FIXED AS		<u>2,600.00</u>	<u>396.30</u>	<u>2,592.75</u>	<u>99.72</u>	<u>0.00</u>	<u>7.25</u>
*** TOTAL REVENUES ***		<u>2,600.00</u>	<u>396.30</u>	<u>2,592.75</u>	<u>99.72</u>	<u>0.00</u>	<u>7.25</u>
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
		=====	=====	=====	=====	=====	=====
*** TOTAL PROFIT / (LOSS) ***		<u>2,600.00</u>	<u>396.30</u>	<u>2,592.75</u>	<u>99.72</u>	<u>0.00</u>	<u>7.25</u>
		=====	=====	=====	=====	=====	=====

FINANCIAL STATEMENT

AS OF: AUGUST 31ST, 2012

125-MUNICIPAL CRT SPECIAL FEE

FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
410-FINES AND FORFEITURES		21,000.00	1,020.09	14,063.78	66.97	0.00	6,936.22
*** TOTAL REVENUES ***		21,000.00	1,020.09	14,063.78	66.97	0.00	6,936.22
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
625-MUNICIPAL COURT BLDG		0.00	3,730.75	3,730.75	0.00	0.00	(3,730.75)
626-MUNICIPAL COURT TECHN		0.00	0.00	0.00	0.00	6,366.86	(6,366.86)
*** TOTAL EXPENDITURES ***		0.00	3,730.75	3,730.75	0.00	6,366.86	(10,097.61)
		=====	=====	=====	=====	=====	=====
*** TOTAL PROFIT / (LOSS) ***		21,000.00	(2,710.66)	10,333.03	18.89	(6,366.86)	17,033.83
		=====	=====	=====	=====	=====	=====

FINANCIAL STATEMENT

AS OF: AUGUST 31ST, 2012

129-LIBRARY GRANT/DONATION
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
330-	INTERGOVERNMENTAL REV	5,000.00	0.00	225.00	4.50	0.00	4,775.00
430-	USE OF MONEY AND PROP	300.00	38.86	350.35	116.78	0.00	(50.35)
440-	DONATIONS FROM PRIVAT	0.00	0.00	760.00	0.00	0.00	(760.00)
***	TOTAL REVENUES ***	5,300.00	38.86	1,335.35	25.20	0.00	3,964.65
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
624-	LIBRARY	5,000.00	0.00	4,576.99	91.54	0.00	423.01
***	TOTAL EXPENDITURES ***	5,000.00	0.00	4,576.99	91.54	0.00	423.01
		=====	=====	=====	=====	=====	=====
***	TOTAL PROFIT / (LOSS) ***	300.00	38.86	(3,241.64)	80.55-	0.00	3,541.64
		=====	=====	=====	=====	=====	=====

FINANCIAL STATEMENT

AS OF: AUGUST 31ST, 2012

200-ROADWAY IMPACT FEE FUND

FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
420-ASSESSMENTS		22,000.00	18,308.08	62,433.24	283.79	0.00	(40,433.24)
*** TOTAL REVENUES ***		22,000.00	18,308.08	62,433.24	283.79	0.00	(40,433.24)
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
		=====	=====	=====	=====	=====	=====
*** TOTAL PROFIT / (LOSS) ***		22,000.00	18,308.08	62,433.24	283.79	0.00	(40,433.24)
		=====	=====	=====	=====	=====	=====

FINANCIAL STATEMENT

AS OF: AUGUST 31ST, 2012

300-MUNICIPAL DRAINAGE UTILIT
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
340-CHARGES FOR SERVICES		156,400.00	25,858.13	180,761.57	115.58	0.00	(24,361.57)
430-USE OF MONEY AND PROP		0.00	0.00	3,000.00	0.00	0.00	(3,000.00)
470-PROCEEDS GEN LONG TER		0.00	0.00	551,120.00	0.00	0.00	(551,120.00)
*** TOTAL REVENUES ***		156,400.00	25,858.13	734,881.57	469.87	0.00	(578,481.57)
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
750-MUNICIPAL DRAINAGE		60,000.00	11.69	606,764.63	11.27	0.00	(546,764.63)
*** TOTAL EXPENDITURES ***		60,000.00	11.69	606,764.63	11.27	0.00	(546,764.63)
		=====	=====	=====	=====	=====	=====
*** TOTAL PROFIT / (LOSS) ***		96,400.00	25,846.44	128,116.94	132.90	0.00	(31,716.94)
		=====	=====	=====	=====	=====	=====

FINANCIAL STATEMENT

AS OF: AUGUST 31ST, 2012

340-PUBLIC UTILITIES FUND
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
330-INTERGOVERNMENTAL REV		0.00	0.00	47,050.00	0.00	0.00	(47,050.00)
340-CHARGES FOR SERVICES		6,765,178.00	678,594.66	5,605,754.53	82.86	0.00	1,159,423.47
420-ASSESSMENTS		17,000.00	2,568.50	25,617.50	150.69	0.00	(8,617.50)
430-USE OF MONEY AND PROP		51,700.00	15,488.03	42,774.86	82.74	0.00	8,925.14
460-PROCEEDS GEN FIXED AS		<u>4,000.00</u>	<u>109.00</u>	<u>2,077.99</u>	<u>51.95</u>	<u>0.00</u>	<u>1,922.01</u>
*** TOTAL REVENUES ***		6,837,878.00	696,760.19	5,723,274.88	83.70	0.00	1,114,603.12
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
701-UTILITIES ADMINISTRAT		380,662.00	33,349.31	319,489.13	84.84	3,481.00	57,691.87
706-WASTEWATER TREATMENT		511,513.00	37,059.94	380,553.22	74.40	0.00	130,959.78
708-UTILITY DISTRIBUTION/		1,288,087.00	123,499.89	1,089,684.59	86.54	24,983.05	173,419.36
709-UTILITIES NON-DEPARTM		<u>4,657,616.00</u>	<u>543,167.36</u>	<u>3,521,756.82</u>	<u>75.61</u>	<u>0.00</u>	<u>1,135,859.18</u>
*** TOTAL EXPENDITURES ***		6,837,878.00	737,076.50	5,311,483.76	78.09	28,464.05	1,497,930.19
		=====	=====	=====	=====	=====	=====
*** TOTAL PROFIT / (LOSS) ***		0.00	(40,316.31)	411,791.12	0.00	(28,464.05)	(383,327.07)
		=====	=====	=====	=====	=====	=====

FINANCIAL STATEMENT

AS OF: AUGUST 31ST, 2012

345-UTILITY IMPACT FEE FUND
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
340-	CHARGES FOR SERVICES	18,525.00	19,786.00	94,235.90	508.70	0.00	(75,710.90)
***	TOTAL REVENUES ***	18,525.00	19,786.00	94,235.90	508.70	0.00	(75,710.90)
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
592-	NON-DEPARTMENTAL	0.00	0.00	13,173.54	0.00	0.00	(13,173.54)
***	TOTAL EXPENDITURES ***	0.00	0.00	13,173.54	0.00	0.00	(13,173.54)
		=====	=====	=====	=====	=====	=====
***	TOTAL PROFIT / (LOSS) ***	18,525.00	19,786.00	81,062.36	437.58	0.00	(62,537.36)
		=====	=====	=====	=====	=====	=====

FINANCIAL STATEMENT

AS OF: AUGUST 31ST, 2012

350-AIRPORT FUND
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
340-	CHARGES FOR SERVICES	478,602.00	36,246.40	387,450.82	80.95	0.00	91,151.18
440-	DONATIONS FROM PRIVAT	<u>300.00</u>	<u>0.00</u>	<u>120.00</u>	<u>40.00</u>	<u>0.00</u>	<u>180.00</u>
***	TOTAL REVENUES ***	478,902.00	36,246.40	387,570.82	80.93	0.00	91,331.18
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
732-	AIRPORT OPERATIONS DE	<u>467,814.00</u>	<u>31,096.25</u>	<u>331,133.75</u>	<u>70.78</u>	<u>0.00</u>	<u>136,680.25</u>
***	TOTAL EXPENDITURES ***	467,814.00	31,096.25	331,133.75	70.78	0.00	136,680.25
		=====	=====	=====	=====	=====	=====
***	TOTAL PROFIT / (LOSS) ***	11,088.00	5,150.15	56,437.07	508.99	0.00	(45,349.07)
		=====	=====	=====	=====	=====	=====

FINANCIAL STATEMENT

AS OF: AUGUST 31ST, 2012

370-CEMETERY OPERATING FUND
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
340-	CHARGES FOR SERVICES	74,340.00	9,365.00	72,183.00	97.10	0.00	2,157.00
430-	USE OF MONEY AND PROP	2,450.00	203.00	1,993.83	81.38	0.00	456.17
440-	DONATIONS FROM PRIVAT	0.00	0.00	500.00	0.00	0.00	(500.00)
450-	INTERFUND OPERATING T	22,000.00	0.00	11,000.00	50.00	0.00	11,000.00
460-	PROCEEDS GEN FIXED AS	38,000.00	5,548.20	36,298.50	95.52	0.00	1,701.50
***	TOTAL REVENUES ***	136,790.00	15,116.20	121,975.33	89.17	0.00	14,814.67
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
761-	CEMETERY OPERATING DE	161,634.00	17,788.69	137,780.78	85.24	0.00	23,853.22
***	TOTAL EXPENDITURES ***	161,634.00	17,788.69	137,780.78	85.24	0.00	23,853.22
		=====	=====	=====	=====	=====	=====
***	TOTAL PROFIT / (LOSS) ***	(24,844.00)	(2,672.49)	(15,805.45)	63.62	0.00	(9,038.55)
		=====	=====	=====	=====	=====	=====

FINANCIAL STATEMENT

AS OF: AUGUST 31ST, 2012

382-FLEET SERVICES OPERATING
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
340-	CHARGES FOR SERVICES	621,112.00	51,747.00	569,217.00	91.64	0.00	51,895.00
420-	ASSESSMENTS	0.00	0.00	2,489.40	0.00	0.00	(2,489.40)
***	TOTAL REVENUES ***	621,112.00	51,747.00	571,706.40	92.05	0.00	49,405.60
=====							
<u>EXPENDITURE SUMMARY</u>							
517-	FLEET SERVICES	621,112.00	60,152.37	627,076.05	100.96	0.00	(5,964.05)
***	TOTAL EXPENDITURES ***	621,112.00	60,152.37	627,076.05	100.96	0.00	(5,964.05)
=====							
***	TOTAL PROFIT / (LOSS) ***	0.00	(8,405.37)	(55,369.65)	0.00	0.00	55,369.65
=====							

CITY OF TAYLOR
FINANCIAL STATEMENT
AS OF: AUGUST 31ST, 2012

384-FLEET REPLACEMENT FUND
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
420-ASSESSMENTS		0.00	0.00	13,129.39	0.00	0.00	(13,129.39)
460-PROCEEDS GEN FIXED AS		0.00	0.00	20,330.75	0.00	0.00	(20,330.75)
470-PROCEEDS GEN LONG TER		0.00	0.00	400.00	0.00	0.00	(400.00)
*** TOTAL REVENUES ***		0.00	0.00	33,860.14	0.00	0.00	(33,860.14)
=====							
<u>EXPENDITURE SUMMARY</u>							
518-EQUIPMENT REPLACEMENT		96,810.00	6,102.42	193,738.15	200.12	0.00	(96,928.15)
*** TOTAL EXPENDITURES ***		96,810.00	6,102.42	193,738.15	200.12	0.00	(96,928.15)
=====							
*** TOTAL PROFIT / (LOSS) ***		(96,810.00)	(6,102.42)	(159,878.01)	165.15	0.00	63,068.01
=====							

08/31/12

Attachment C

COUNCIL REPORT CHECKS ISSUED IN AUGUST

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	GENERAL FUND	AFLAC	AFLAC PREMIUMS	2,396.11
			AFLAC PREMIUMS	0.00
		BCBS OF TEXAS	HEALTH INS. PREMIUM	13,716.52
			HEALTH INS. PREMIUM	0.00
		CINCINNATI LIFE INS. CO.	LIFE INSURANCE PREMIUMS	73.66
		CLIFFORD, PENNY CHRISTINE c/o TX CHILD	CAUSE # 12-1678-FC4	253.20
			CAUSE # 12-1678-FC4	253.20
		MISCELLANEOUS ANDRES LEAL	ANDRES LEAL: TRPSC REFUND	250.00
		METLIFE SBC	DENTAL INSURANCE PREMIUMS	1,806.66
			DENTAL INSURANCE PREMIUMS	38.56
		MVBA LAW FIRM	COURT COLL FEES	55.50
			MUN CT COLL FEES	168.08
			MUN CT COLLECTION FEES	16,900.49
		NATIONWIDE RETIREMENT SOL	EMPLOYEE CONTRIBUTIONS	1,329.04
			EMPLOYEE CONTRIBUTIONS	1,329.04
		PRE-PAID LEGAL SERVICES	PRE-PAID LEGAL PREMIUMS	274.00
		CITIZENS NATIONAL BANK	FEDERAL WITHHOLDING	19,143.63
			FEDERAL WITHHOLDING	19,241.41
			FEDERAL WITHHOLDING	21,363.77
			FICA CONTRIBUTIONS AND MAT	7,472.59
			FICA CONTRIBUTIONS AND MAT	7,493.31
			FICA CONTRIBUTIONS AND MAT	7,960.81
			MEDICARE CONTRIB AND MATCH	2,579.79
			MEDICARE CONTRIB AND MATCH	2,586.95
			MEDICARE CONTRIB AND MATCH	2,748.32
		TEXAS MUNICIPAL RETIREMEN	CONTRIBUTIONS	12,880.41
			CONTRIBUTIONS	12,935.80
			CONTRIBUTIONS	13,139.87
		UNITED WAY OF WILLIAMSON COUNTY	EMPLOYEE CONTRIBUTIONS	38.00
			EMPLOYEE CONTRIBUTIONS	38.00
			EMPLOYEE CONTRIBUTIONS	38.00
		UNUM LIFE INS CO OF AMERI	LIFE INSURANCE PREMIUMS	490.70
			LIFE INSURANCE PREMIUMS	0.00
		TAYLOR PROFESSIONAL FF AS	ACCT #2091015	492.00
		NUNEZ, ROSELINDA CAMILLE	MARK A NUNEZ 11-3482-F425	161.54
			MARK A NUNEZ 11-3482-F425	161.54
			MARK A NUNEZ 11-3482-F425	161.54
			TOTAL:	169,972.04
CITY COUNCIL	GENERAL FUND	BCT - #6014	DON HILL BUSINESS CARDS	50.00
			TML CONF - HILL	315.00
		JPMORGAN CHASE BANK NA	TML CONF - GONZALES	315.00
			COASTERS	9.00
		HEJL, TED W.	JULY 2012 CITY LEGAL SVCS	5,909.20
		MISCELLANEOUS DSI, INC.	DSI, INC.:TRANSLATION/CHAR	240.12
		MCGINNIS, LOCHRIDGE & KILGORE, L.L.P	NOACK CONTRACT	4,865.00
			CELL PHONE	50.00
		VERIZON WIRELESS		
			TOTAL:	11,753.32
CITY MANAGEMENT	GENERAL FUND	AT&T LONG DISTANCE	CITY MANAGEMENT	32.26
		CINTAS DOCUMENT MANAGEMENT	SHREDDING-AUG 2012-CITY HA	142.95
			SHREDDING SERVICES-JULY 20	340.62
		BCBS OF TEXAS	HEALTH INS. PREMIUM	2,108.41
		BREWME SUM COFFEE	COFFEE	17.25
			COFFEE	10.15
		JPMORGAN CHASE BANK NA	exec session snacks	64.08

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			ANNUAL FIRE SCHOOL-EKISS	755.37
			4700 CARTRIDGE	2.74
			IPHONE BATTERIES	279.85
		LINCOLN	LTD INSURANCE PREMIUMS	78.46
		METLIFE SBC	DENTAL INSURANCE PREMIUMS	104.22
		MUNICIPAL CODE CORP.	ANNUAL ONLINE FEE	550.00
			MUNICODE ORD-BANK	35.00
		OFFICE DEPOT CORPORATION	INK CARTRIDGE-ESTHER	294.00
			PRINTER CARTRIDGE	55.20
			DESK ORGANIZER	43.94
			PENS	7.24
			SUPPLIES-INK, CLIPS, LABEL	51.78
			HIGHLIGHTERS	3.99
			CONFIDENTIAL STAMP	5.78
		TAYLOR FAMILY YMCA	ANNUAL EMPLOYEE PICNIC-POO	120.00
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	763.49
			FICA CONTRIBUTIONS AND MAT	732.49
			FICA CONTRIBUTIONS AND MAT	748.48
			MEDICARE CONTRIB AND MATCH	178.55
			MEDICARE CONTRIB AND MATCH	171.30
			MEDICARE CONTRIB AND MATCH	175.05
		TAYLOR OFFICE EQUIPMENT C	SERVICE AGREEMENT	24.11
		TEXAS MUNICIPAL RETIREMEN	CONTRIBUTIONS	1,589.06
			CONTRIBUTIONS	1,526.06
			CONTRIBUTIONS	1,521.12
		VERIZON WIRELESS	CELL PHONE	150.00
			TOTAL:	12,683.00
PUBLIC INFORMATION	GENERAL FUND	AT&T LONG DISTANCE	PIO	11.59
		BCT - #6014	OCT 2012 NEWSLETTER	929.50
			OCT 2012 NEWSLETTER FREIG	55.00
		BREWMESUM COFFEE	COFFEE	17.25
			COFFEE	10.10
		JPMORGAN CHASE BANK NA	4700 CARTRIDGE	4.10
			day-planner	45.98
		CSG SYSTEMS, INC.	COMMUNITY CONNECTION	54.57
		GUSTAFSON, JUDY	OCT ISSUE COMM CONNECTION	80.00
		LINCOLN	LTD INSURANCE PREMIUMS	12.97
		METLIFE SBC	DENTAL INSURANCE PREMIUMS	19.28
		PETTY CASH	HAASS RECEPTION	25.00
		ROUND ROCK LEADER	SUBSCRIPTION	20.80
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	126.14
			FICA CONTRIBUTIONS AND MAT	126.14
			FICA CONTRIBUTIONS AND MAT	126.57
			MEDICARE CONTRIB AND MATCH	29.50
			MEDICARE CONTRIB AND MATCH	29.50
			MEDICARE CONTRIB AND MATCH	29.60
		TEXAS MUNICIPAL RETIREMEN	CONTRIBUTIONS	258.05
			CONTRIBUTIONS	258.05
			CONTRIBUTIONS	257.23
		VERIZON WIRELESS	CELL PHONE	50.00
		SWAGIT PRODUCTIONS, LLC	REMAINDER JULY 2012-VIDEO	300.00
			VIDEO SVCS-AUG 2012	695.00
			TOTAL:	3,571.92
HUMAN RESOURCES	GENERAL FUND	AT&T LONG DISTANCE	HUMAN RESOURCES	21.27

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		BCBS OF TEXAS	HEALTH INS. PREMIUM	857.48
		BREWMESUM COFFEE	COFFEE	17.25
			COFFEE	10.10
		JPMORGAN CHASE BANK NA	4700 CARTRIDGE	6.85
			RED FLAG ONLINE TRAINING-C	19.95
		DPS GEN SERVICES BUREAU	JULY 2012 CRIM BACKGROUND	2.00
		LINCOLN	LTD INSURANCE PREMIUMS	21.85
		METLIFE SBC	DENTAL INSURANCE PREMIUMS	38.56
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	184.65
			FICA CONTRIBUTIONS AND MAT	183.87
			FICA CONTRIBUTIONS AND MAT	209.63
			MEDICARE CONTRIB AND MATCH	43.19
			MEDICARE CONTRIB AND MATCH	43.00
			MEDICARE CONTRIB AND MATCH	49.03
		TAYLOR DAILY PRESS	AD EQUIP OP, AFT & METER R	262.50
		TAYLOR OFFICE EQUIPMENT C	SERVICE AGREEMENT	23.86
		TEXAS MUNICIPAL RETIREMEN	CONTRIBUTIONS	426.60
			CONTRIBUTIONS	425.02
			CONTRIBUTIONS	426.01
		THOMPSON PUBLISHING GROUP	FLSA ANNUAL SUBSCRIPTION	438.50
		VERIZON WIRELESS	CELL PHONE	50.00
		WILLIAMSON COUNTY SUN	ADS MTR RDR, ATH FIELD, EQ	182.40
			ACCT CLERK/LIB AIDE ADS	77.20
		COMPLIANCE ASSOCIATES, LP	AUG PRE-EMP/RANDOM DRUG TE	544.00
			TOTAL:	4,564.77
FINANCIAL SERVICES	GENERAL FUND	AT&T LONG DISTANCE	FINANCE DEPARTMENT	34.08
		BCBS OF TEXAS	HEALTH INS. PREMIUM	1,282.97
		BREWMESUM COFFEE	COFFEE	17.25
			COFFEE	10.10
		JPMORGAN CHASE BANK NA	GFOAT MEMBERSHIP - BENJIMA	80.00
			COPY PAPER	68.82
			4700 CARTRIDGE	13.70
			TML DIRECTORY	30.00
			GFOAT - DENNIS	80.00
		MISCELLANEOUS YP	YP:YELLOW PAGES	50.38
		LINCOLN	LTD INSURANCE PREMIUMS	43.07
		METLIFE SBC	DENTAL INSURANCE PREMIUMS	57.84
		PETTY CASH	INK CARTRIDGE	20.97
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	389.78
			FICA CONTRIBUTIONS AND MAT	389.78
			FICA CONTRIBUTIONS AND MAT	410.84
			MEDICARE CONTRIB AND MATCH	91.15
			MEDICARE CONTRIB AND MATCH	91.15
			MEDICARE CONTRIB AND MATCH	96.08
		SOUTHERN COMPUTER WAREHOUSE	PRINTER/AP	164.70
		TAYLOR OFFICE EQUIPMENT C	SERVICE AGREEMENT	22.51
		TEXAS MUNICIPAL RETIREMEN	CONTRIBUTIONS	837.65
			CONTRIBUTIONS	837.65
			CONTRIBUTIONS	834.93
		VERIZON WIRELESS	CELL PHONE	50.00
			MODEM	37.99
		V-QUEST OFFICE MACHINES & SUPPLIES, LT	PENS & ERASERS	11.00
			SUPPLIES	53.63
		WMSON CENTRAL APPRAISAL DISTRICT	WCAD 4TH QTR 2012	12,332.50
			TOTAL:	18,440.52

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
MUNICIPAL COURT	GENERAL FUND	AT&T LONG DISTANCE	MUNICIPAL COURT	26.04
		ADMIRAL LINEN AND UNIFORM SERVICES, INC	ANNEX MATS	9.50
			ANNE MATS	9.50
			ANNEX MATS	9.50
			ANNEX MATS	9.50
			ANNEX MATS	9.50
		BCBS OF TEXAS	HEALTH INS. PREMIUM	425.49
		BREWMESUM COFFEE	COURT COFFEE SVCS.	32.00
		CAVALLO ENERGY TEXAS LLC	MONTHLY ELECTRICAL CHARGES	183.58
		JPMORGAN CHASE BANK NA	LUNCH FOR NEW HIRE	10.26
			LUNCH FOR NEW HIRE	13.34
			RED FLAG ONLINE TRAINING-T	19.95
			RED FLAG ONLINE TRAINING-G	19.95
			RED FLAG ONLINE TRAINING-R	19.95
			JUDGE APPEARANCES	150.00
		DARNELL, DAVID, ATTORNEY AT LAW	JULY 2012 MUN CT LEGAL SVC	1,065.00
		HEJL, TED W.	MTHLY FEES-MUN CT	100.00
		TYLER TECHNOLOGIES, INC	WILLIAMSON COUNTY CONSTABL	150.00
		MISCELLANEOUS WILLIAMSON COUNTY CONS	LTD INSURANCE PREMIUMS	24.51
		LINCOLN	DENTAL INSURANCE PREMIUMS	19.28
		METLIFE SBC	SUPPLIES-FOLDERS, MARKERS,	251.98
		OFFICE DEPOT CORPORATION	FICA CONTRIBUTIONS AND MAT	287.50
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	273.34
			FICA CONTRIBUTIONS AND MAT	299.70
			MEDICARE CONTRIB AND MATCH	67.24
			MEDICARE CONTRIB AND MATCH	63.93
			MEDICARE CONTRIB AND MATCH	70.09
		TAYLOR OFFICE EQUIPMENT C	SERVICE AGREEMENT	48.47
			CONTRIBUTIONS	418.71
			CONTRIBUTIONS	392.67
			CONTRIBUTIONS	446.23
			CITY ANNEX	9.56
		ATMOS ENERGY	TOTAL:	4,936.27
PLANNING & DEVELOPMENT GENERAL FUND		AT&T LONG DISTANCE	COMMUNITY DEVELOPEMENT	64.94
		BCBS OF TEXAS	HEALTH INS. PREMIUM	1,708.46
		BREWMESUM COFFEE	COFFEE	17.25
			COFFEE	10.10
			COFFEE	10.10
		BUREAU VERITAS NORTH AMERICA, INC.	BUREAU VERITAS NORTH AMERI	9,060.70
			4700 CARTRIDGE	89.02
			CAPCOG PCOKET GUIDE	11.49
			ICC ANNUAL MEMBERSHIP (LOS	125.00
			RED FLAG ONLINE TRAINING-C	19.95
		JPMORGAN CHASE BANK NA	COOKIES FOR LAND USE MEETI	24.26
			APA CONFERENCE	395.00
			APA CONFERENCE	395.00
			BUREAU VERITAS	26.36
			JS BROWN ALLEY DETERMINATI	1,816.00
		FED EX	JJ SERVICES	300.00
		INLAND GEODETICS L.P	JJ SERVICES	6,475.00
		JJ SERVICES	JJ SERVICES	220.00
		LINCOLN	LTD INSURANCE PREMIUMS	66.93
			DENTAL INSURANCE PREMIUMS	72.30
			FICA CONTRIBUTIONS AND MAT	530.71
			FICA CONTRIBUTIONS AND MAT	529.81
			FICA CONTRIBUTIONS AND MAT	562.14
		METLIFE SBC		
		CITIZENS NATIONAL BANK		

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			MEDICARE CONTRIB AND MATCH	124.13
			MEDICARE CONTRIB AND MATCH	123.92
			MEDICARE CONTRIB AND MATCH	131.46
		SOUTHERN COMPUTER WAREHOUSE	DESK TOP PRINTER	308.15
		TAYLOR DAILY PRESS	TAYLOR DAILY PRESS	87.45
		TAYLOR OFFICE EQUIPMENT C	SERVICE AGREEMENT	22.50
		TEXAS MUNICIPAL RETIREMEN	CONTRIBUTIONS	1,122.37
			CONTRIBUTIONS	1,120.55
			CONTRIBUTIONS	1,142.45
		VERIZON WIRELESS	CELL PHONE	100.00
			MIFI	37.99
		UBELHOR, JON	REIMBURSEMENT FOR CLASS	25.00
			TOTAL:	26,866.39
MAIN STREET PROGRAM 00 GENERAL FUND		JPMORGAN CHASE BANK NA	4700 CARTRIDGE	13.70
		MISCELLANEOUS STACY STORK	STACY STORK:DISPLAY BOXES-	67.11
		LINCOLN	LTD INSURANCE PREMIUMS	8.75
		OFFICE DEPOT CORPORATION	FILE FRAMES	11.89
		PETTY CASH	HAASS RECEPTION	17.59
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	86.59
			FICA CONTRIBUTIONS AND MAT	86.59
			FICA CONTRIBUTIONS AND MAT	86.32
			MEDICARE CONTRIB AND MATCH	20.25
			MEDICARE CONTRIB AND MATCH	20.25
			MEDICARE CONTRIB AND MATCH	20.19
		TAYLOR OFFICE EQUIPMENT C	SERVICE AGREEMENT	22.50
		TEXAS MUNICIPAL RETIREMEN	CONTRIBUTIONS	175.98
			CONTRIBUTIONS	175.98
			CONTRIBUTIONS	175.43
			TOTAL:	989.12
CD-MOODY MUSEUM	GENERAL FUND	CAVALLO ENERGY TEXAS LLC	MONTHLY ELECTRICAL CHARGES	321.12
		ATMOS ENERGY	ATMOS ENERGY	17.99
			TOTAL:	339.11
PUBLIC LIBRARY	GENERAL FUND	AT&T	352-3434	323.38
		AT&T LONG DISTANCE	LIBRARY	6.18
		BCBS OF TEXAS	HEALTH INS. PREMIUM	2,133.95
		BRODART CO.	BRODART CO.	40.46
		CAVALLO ENERGY TEXAS LLC	MONTHLY ELECTRICAL CHARGES	3,256.03
		JPMORGAN CHASE BANK NA	BADGE-A-MINIT	186.95
			ENVELOPES	29.49
		DEMCO, INC.	DEMCO, INC.	294.31
		INGRAM BOOK COMPANY	Books	154.72
			Books	523.49
			Books	31.24
			Books	580.48
			Books	13.94
			Books	258.31
			Books	867.59
			Books	24.96
			Books	238.94
		LINCOLN	LTD INSURANCE PREMIUMS	49.11
		METLIFE SBC	DENTAL INSURANCE PREMIUMS	115.68
		MIDWEST TAPE	OVERPAID INVOICE-CK 122574	7.00-
			DVD's	332.84

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			DVD's	94.95
			DVD's	109.93
		RECORDED BOOKS, INC.	RECORDED BOOKS, INC.	173.20
			RECORDED BOOKS, INC.	58.20
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	499.42
			FICA CONTRIBUTIONS AND MAT	499.42
			FICA CONTRIBUTIONS AND MAT	490.78
			MEDICARE CONTRIB AND MATCH	116.80
			MEDICARE CONTRIB AND MATCH	116.80
			MEDICARE CONTRIB AND MATCH	114.77
		TAYLOR OFFICE EQUIPMENT C	SERVICE AGREEMENT	50.00
		TEXAS MUNICIPAL RETIREMEN	CONTRIBUTIONS	1,060.18
			CONTRIBUTIONS	1,060.18
			CONTRIBUTIONS	997.37
		ATMOS ENERGY	ATMOS ENERGY	20.09
		VERIZON WIRELESS	CELL PHONE	50.00
		WAL-MART COMMUNITY/GEMB	WAL-MART COMMUNITY/GEMB	46.45
			TOTAL:	15,013.59
FIRE DEPARTMENT	GENERAL FUND	AT&T	352-2625	30.13
			352-3195	114.65
			352-6752	213.62
		AT&T LONG DISTANCE	FIRE DEPARTMENT	84.53
		BCBS OF TEXAS	HEALTH INS. PREMIUM	9,883.80
		BREWMESUM COFFEE	FIRE	30.00
		CAVALLO ENERGY TEXAS LLC	MONTHLY ELECTRICAL CHARGES	1,519.48
		JPMORGAN CHASE BANK NA	TML CONF - EKISS	315.00
			RETURN TV	300.94-
			return tv	300.94
			"tv	344.96
			misc for Admin Office	5.84
			TELEVISION	239.99
			hand towels for use at fir	70.31
			PHONE CASE	9.96
			breakfast for meeting with	30.21
			WEBCAM	99.97
			INK CARTRIDGE	31.97
			BLINDS for Admin Office	274.69
			CLEANERS	23.42
			LIGHT BULBS AND TAPE	27.24
			RETURNED TV	300.94-
			COOLER	13.64
			CLEANING SUPPLIES	144.46
		DEPT OF STATE HEALTH SERVICES	EMT HERNANDEZ	64.00
		EKISS, LAURENCE P.	PARKING-BOB BULLOCK	8.00
		GONZALEZ OFFICE PRODUCTS, INC.	FIRE	67.99
		O'REILLY AUTOMOTIVE, INC.	O'REILLY AUTOMOTIVE, INC./	3.99
		MISCELLANEOUS PMI	PMI:MEDICAL BAGS	615.73
		LINCOLN	LTD INSURANCE PREMIUMS	260.12
		METLIFE SBC	DENTAL INSURANCE PREMIUMS	443.44
		MOSS & MOSS INC. #7000	FIRE	1.75
			MOSS & MOSS INC. #7000/fir	1.44
		SKYBEAM	FIRE DEPT-CABLE - 705 CARL	59.95
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	2,523.19
			FICA CONTRIBUTIONS AND MAT	2,527.98
			FICA CONTRIBUTIONS AND MAT	2,598.56

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			MEDICARE CONTRIB AND MATCH	590.08
			MEDICARE CONTRIB AND MATCH	591.23
			MEDICARE CONTRIB AND MATCH	607.71
			FIRE	32.00
		TAYLOR BUTANE CO INC	TAYLOR CLEANERS, INC.	59.43
		TAYLOR CLEANERS, INC.	FIRE	40.00
		TAYLOR FLORAL CO INC	CONTRIBUTIONS	5,407.82
		TEXAS MUNICIPAL RETIREMEN	CONTRIBUTIONS	5,417.53
			CONTRIBUTIONS	5,280.97
			STATION 2	31.00
		ATMOS ENERGY	CELL PHONE	160.00
		VERIZON WIRELESS	MIFI	303.92
			RADIO SYSTEM	1,552.50
		WILLIAMSON COUNTY	FIRE	83.10
		DEAN THREADGILL DBA:		
			TOTAL:	42,540.36
POLICE DEPARTMENT	GENERAL FUND	AT&T	352-5551	605.55
		AT&T LONG DISTANCE	POLICE DEPARTMENT	223.68
		BCBS OF TEXAS	HEALTH INS. PREMIUM	13,700.20
		BREWMESUM COFFEE	OFFICE COFFEE SERVICE - TP	114.50
			OFFICE COFFEE SERVICE -TPD	161.25
		CAVALLO ENERGY TEXAS LLC	MONTHLY ELECTRICAL CHARGES	1,820.04
		CENTEX BUSINESS CENTER	BUSINESS CARDS - TPD	90.00
		JPMORGAN CHASE BANK NA	NOTARY STAMP EMERSON	24.95
			POLICE CHIEF CONF - WILKES	198.48
			POLICE CHIEF CONF - WILKES	54.06
			POLICE CHIEF CONF - WILKES	30.00
			POLICE CHIEF CONF - RAMSEY	198.48
			POLICE CHIEF CONF - RAMSEY	54.06
			POLICE CHIEF CONF - RAMSEY	30.00
			Computer	298.00
			FREIGHT	20.00
			EVIDENCE TRAINING	532.32
			NOTARY STAMP	24.95
			PAPER AND SUPPLIES	273.46
			SUPPLIES	267.99
		CHIRP SECURITY	KEYSCAN CPU REPLACEMENT	125.00
			KEYSCAN SYSTEM REPAIRS	100.00
		EMERSON, ELIZABETH	BASIC TELECOMMUNICATIONS-M	55.00
			TCIC/NCIC TRAINING-MEALS	22.00
		FRY'S ELECTRONICS INC.	CAMERA EQUIPMENT	838.96
		G T DISTRIBUTORS	DUTY GEAR - CADET BODIFORD	293.50
			DUTY HOLSTER - BODIFORD	59.63
			(2) RED GUNS	74.10
		MISCELLANEOUS MORPHOTRUST	FINGERPRINTING SERVICES	54.80
		TPCA	TPCA: MEMBERSHIP RAMSEY	255.00
		LINCOLN	LTD INSURANCE PREMIUMS	375.04
		METLIFE SBC	DENTAL INSURANCE PREMIUMS	616.96
		RANDY'S WRECKER SERVICE	TOWING SERVICES	110.00
			TOWING SERVICES - TPD	153.30
		SIRCHIE FINGERPRINT LAB	FINGERPRINT SUPPLIES - TPD	143.62
			BARRIER TAPE - TPD	100.13
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	3,430.85
			FICA CONTRIBUTIONS AND MAT	3,491.59
			FICA CONTRIBUTIONS AND MAT	3,890.96
			MEDICARE CONTRIB AND MATCH	802.38

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			MEDICARE CONTRIB AND MATCH	816.58
			MEDICARE CONTRIB AND MATCH	909.98
		TAYLOR OFFICE EQUIPMENT C	SERVICE AGREEMENT	99.00
			PRINTER FOR PATROL	899.00
			TONER - PATROL PRINTER	99.00
		TAYLOR POLICE DEPARTMENT	UNDERCOVER NARCOTICS	371.00
		TEXAS MUNICIPAL RETIREMEN	CONTRIBUTIONS	7,265.57
			CONTRIBUTIONS	7,389.08
			CONTRIBUTIONS	7,907.41
		VERIZON WIRELESS	AIR CARDS	456.18
			CELL PHONE	310.00
		WAL-MART COMMUNITY/GEMB	WINDSHIELD FLUID	5.48
			CPA SUPPLIES PENS PENCILS	58.96
			SPEAKERS	11.88
		WILLIAMSON COUNTY	RCS USAGE 4Q 2012-POLICE R	2,835.00
		DEAN THREADGILL DBA:	SHIP TO DIGITAL SAFETY TEC	12.90
			TOTAL:	63,161.81
ANIMAL CONTROL	GENERAL FUND	A & B SHEET METAL INC	METAL ROOFING	817.40
		AT&T	352-5483	35.36
		AT&T LONG DISTANCE	ANIMAL CONTROL	64.32
		ANIMAL CARE EQUIPMENT & SERVICES	SNAKE TONGS/CATCH POLE - A	272.62
			CATCH POLE/SAFETY STICK -	260.86
		B&L PORTABLE TOILETS	PORTABLE TOILET RENTAL - A	75.00
			PORTABLE TOILET RENTAL - A	75.00
		TUFF MATE INC	GLOVES - ACO	91.80
		BCBS OF TEXAS	HEALTH INS. PREMIUM	432.00
		CAVALLO ENERGY TEXAS LLC	MONTHLY ELECTRICAL CHARGES	273.01
		JPMORGAN CHASE BANK NA	2012 TCLEOSE CONFERENCE GE	102.51
		GRAEF VETERINARY HOSPITAL	7-3-12 CAST & RV	46.00
			7-31-12 SPAY & RV	56.00
			MEDICATIONS ACO	110.00
			08-07-12 SPAY & RV	56.00
		HOME DEPOT CREDIT SERVICES	ACO	177.90
			ACO	83.64
			INV 8011983-REVERSE CREDIT	83.64
			INV 6010742-REVERSE CREDIT	29.04
		LINCOLN	LTD INSURANCE PREMIUMS	10.45
		METLIFE SBC	DENTAL INSURANCE PREMIUMS	19.28
		MOSS & MOSS INC. #6000	(2) HOSES	49.38
			GRASS SEED & SPRINKLER SYS	192.63
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	145.62
			FICA CONTRIBUTIONS AND MAT	113.10
			FICA CONTRIBUTIONS AND MAT	133.07
			MEDICARE CONTRIB AND MATCH	34.05
			MEDICARE CONTRIB AND MATCH	26.45
			MEDICARE CONTRIB AND MATCH	31.12
		TAYLOR VETERINARY HOSPITA	7-9-12 EUTH	35.00
			7-20-12 EUTH	35.00
			7-24-12 SPAY & MEDS	71.00
			7-25-12 MEDS & RV	16.00
			7-27-12 MEDS & TREATMENT	66.00
		TEXAS MUNICIPAL RETIREMEN	CONTRIBUTIONS	234.55
			CONTRIBUTIONS	203.27
			CONTRIBUTIONS	202.61
		TRACTOR SUPPLY COMPANY	SHELTER SUPPLIES	252.82

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		VERIZON WIRELESS	CELL PHONE	50.00
		WAL-MART COMMUNITY/GEMB	CLEANING SUPPLIES - SHELTE	172.97
			TOTAL:	5,236.47
PUBLIC WORKS ADMIN	GENERAL FUND	AT&T LONG DISTANCE	PUBLIC WORKS 352-3633	14.23
		BCT - #6014	D THOMAS/CARDS 417853	50.00
		BCBS OF TEXAS	HEALTH INS. PREMIUM	425.49
		JPMORGAN CHASE BANK NA	D Thomas/TML registration	275.00
			D Thomas/phone wall charge	14.96
			4700 CARTRIDGE	6.85
			IPHONE PACK	99.95
		LINCOLN	LTD INSURANCE PREMIUMS	19.22
		METLIFE SBC	DENTAL INSURANCE PREMIUMS	19.28
		OFFICE DEPOT CORPORATION	D THOMAS/PENS 45001	44.54
			PW DT/PENS 43001	12.69
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	183.91
			FICA CONTRIBUTIONS AND MAT	183.91
			FICA CONTRIBUTIONS AND MAT	183.32
			MEDICARE CONTRIB AND MATCH	43.01
			MEDICARE CONTRIB AND MATCH	43.01
			MEDICARE CONTRIB AND MATCH	42.87
			SERVICE AGREEMENT	22.50
		TAYLOR OFFICE EQUIPMENT C	CONTRIBUTIONS	373.76
		TEXAS MUNICIPAL RETIREMEN	CONTRIBUTIONS	373.76
			CONTRIBUTIONS	372.55
		VERIZON WIRELESS	CELL PHONE	87.99
		WAL-MART COMMUNITY/GEMB	PW DT/35 PK NPL 0187	4.84
			TOTAL:	2,897.64
STREETS & GROUND MAINT GENERAL FUND		AT&T	352-6257	498.82
		AT&T LONG DISTANCE	PW- STREETS	12.04
		ADMIRAL LINEN AND UNIFORM SERVICES, INC	ST,GR/UNIFORMS AU40427	26.00
			ST,GR/K KRUSE UNIFORMS AU4	5.50
			ST,GR/UNIFORMS AU40492	33.00
			ST,GR/UNIFORMS AU45437	31.50
			ST,GR/UNIFORMS AU45439	27.50
			ST,GR/UNIFORMS AU50434	31.50
			ST,GR/UNIFORMS AU50435	27.50
			ST,GR/UNIFORMS AU55420	31.50
			ST,GR/UNIFORMS AU55421	27.50
			ST, GR	31.50
			ST, GR	27.50
		ARMADILLO RENTAL	MURPHY PARK/LIFT 42919A	20.42
		BARCO MUNICIPAL PRODUCTS	ST,GR/50 28" CONES W/COLL	947.50
		R LOPEZ ENTERPRISES INC	AQUATICS&L GARDEN/GR MT 13	610.40
			MOODY/GROUNDS MAINT 13006	421.31
			LIBRARY/GROUNDS MAINT 1300	798.25
			ST SCAPES/GROUNDS MAINT 13	1,190.00
			ANNEX&TALBOT/GROUNDS MT130	192.50
			HERITAGE/GROUNDS MAINT 130	702.19
			PD/GROUNDS MAINT 13017	387.61
		BCBS OF TEXAS	HEALTH INS. PREMIUM	4,693.39
		BREWMESUM COFFEE	1424 N MAIN/COFFEE SERV 30	44.75
			1424 N MAIN/COFFEE SERVICE	64.00
		CAVALLO ENERGY TEXAS LLC	MONTHLY ELECTRICAL CHARGES	6,167.55
		JPMORGAN CHASE BANK NA	TESTOR	23.97

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			ROPE AND TAPE	33.26
			SQWINCHER	243.75
		CONSTRUCTION RENT-A-FENCE	HERITAGE PK/TEMP FENCE 492	67.50
		COUFAL-PRATER	ST,GR/CHAINSAW P26034	311.99
		GULF COAST PAPER CO. INC.	1424 N MAIN/16 OZ CUPS4312	44.56
			ST,GR/8 OZ CUPS 445223	21.75
			ST,GR/TISSUE 445223	71.28
		HOME DEPOT CREDIT SERVICES	MURPHY PARK/BENCH REP 1012	39.95
			ST,GR/PARKS TABLE REP 2013	31.51
		JOSEPH DEAN GLOVER DBA:	5TH & VANCE/BEEES 4130A	45.00
		MISCELLANEOUS "CERTSIE", "	"CERTSIE", ":", "SLOAN ST/DT	18.00
		GRAPPLERS	"GRAPPLERS", ":", "ST,GR/12"	273.48
		JERRY FARMER'S GRASS SALE	ST,GR/1 PALLET GRASS 01944	130.00
		KELLY D. KRUSE	GIRL SCOUT HUT/SERVICE CAL	60.00
		LINCOLN	LTD INSURANCE PREMIUMS	90.21
		METLIFE SBC	DENTAL INSURANCE PREMIUMS	212.08
			DENTAL INSURANCE PREMIUMS	0.00
		MOSS & MOSS INC. #4000	ST,GR/SCHOOL CWALK PAINT10	39.79
			ST,GR/PINE CLEANER 100441	17.08
		MOSS & MOSS INC. #5000	MURPHY PARK/BENCH REP 1002	36.55
			#503/HOSE NOZZLE 100495	2.84
			MURPHY PK/BLEACH, PINESOL10	13.87
			MURPHY PK RROOMS/M ACID100	8.07
			ST,GR/PINE CLEANER, BRUSH10	38.43
			ST,COR/BURKETT ST. BRIDGE/	75.44
			ST,GR/LOCK LUBE 101061	2.18
			ST,GR/JUGS FOR EQUIPMENT10	37.02
		MOSS & MOSS INC. #6000	ST,GR/HERITAGE, DR DICKEY10	17.08
		NANCY'S KEYS LOCKS & MORE	BB MENS RROOM/LOCK REP 719	55.00
		NEWMAN SIGNS, INC.	ST,GR/NAME SIGNS, 30, 35 MPH	260.59
		PATHMARK TRAFFIC PROD INC	ST/MARK PAINT, BEADS 77006	762.50
			ST,GR/M PAINT, BEADS 77403	381.25
		POPE MATERIALS INC	3 LOADS - SANDY LOAM	900.00
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	902.18
			FICA CONTRIBUTIONS AND MAT	922.10
			FICA CONTRIBUTIONS AND MAT	895.90
			MEDICARE CONTRIB AND MATCH	211.00
			MEDICARE CONTRIB AND MATCH	215.64
			MEDICARE CONTRIB AND MATCH	209.52
		TAYLOR OFFICE EQUIPMENT C	SERVICE AGREEMENT	22.00
		TEXAS MUNICIPAL RETIREMEN	CONTRIBUTIONS	1,869.63
			CONTRIBUTIONS	1,910.14
			CONTRIBUTIONS	1,820.65
		TRACTOR SUPPLY COMPANY	NUNEZ, BACHMEYER/BOOTS 1223	209.98
			ZEPLIN, KRUSE, BACHMEYER/JEA	103.16
			KRUSE, NUNEZ/JEANS 180102	210.70
		ATMOS ENERGY	1424 N MAIN/GAS USAGE 0807	32.73
		VERIZON WIRELESS	CELL PHONE	140.00
		WAL-MART COMMUNITY/GEMB	ST,GR/BATTERIES, SPOONS 075	57.79
			BATTERIES	11.97
		WAYNE GING, JR DBA: WAYNE'S PLUMBING	BB PARK/MENS RROOM-U REP 5	93.00
		WILLIAMSON COUNTY GRAIN	ST,GR/HERB SPRAY-A DEX 011	288.00
			ST,GR/AGRIDEX, HONCHO12014	1,696.50
		ZEE MEDICAL, INC.	ST,GR/MKIT REF, NITRILE 604	174.15
			ST,GR/MED KIT REFILL 60495	0.00
			TOTAL:	33,413.95

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
PARKS & RECREATION	GENERAL FUND	JIM McNABB INC DBA: ART	TENNIS CTS/ORDINANCE SIGN2	105.00
		AUSTIN TURF & TRACTOR	TRPSC/PIN 757588	85.65
		BCT - #6014	M DEVITO/BUSINESS CARDS 41	50.00
		R LOPEZ ENTERPRISES INC	FIRE/IRRIGATION REPAIRS 12	180.00
			LIBRARY/IRRIGATION REPAIR1	34.00
			PD/IRRIGATION REPAIRS 1296	10.00
			S SCAPES/IRRIG REPAIR 1296	25.00
		BCBS OF TEXAS	HEALTH INS. PREMIUM	2,991.43
		CAVALLO ENERGY TEXAS LLC	MONTHLY ELECTRICAL CHARGES	3,980.24
			MONTHLY ELECTRICAL CHARGES	1,774.11
		JPMORGAN CHASE BANK NA	TRPSC/label maker 4319	36.61
			SENSOR	57.99
			MARKING PAINT	126.40
			MARKING PAINT	295.00
			SOD	70.00
			SOD	70.00
			BOY SCOUT PROJECT	105.00
		CONSTRUCTION RENT-A-FENCE	TRPSC/RAILS FOR FENCE REP4	80.00
		MISCELLANEOUS "TARGET", "	"TARGET", ":", "TRPSC/HERBIC	238.46
		POOLSURE	POOLS/CHEMS	365.60
		KELLY-MOORE PAINT COMPANY, INC	TRPSC/WHITE MARK PAINT	492.00
		KELLY D. KRUSE	ROTARY/WALL FAN 082312	320.00
		LINCOLN COMMERCIAL POOL EQUIPMENT	LIFTS FOR POOL SI194317	5,788.24
		LINCOLN	LTD INSURANCE PREMIUMS	42.26
		MATERA PAPER CO. LTD	TRPSC/CLEANING SUPPLIES	343.25
		METLIFE SBC	DENTAL INSURANCE PREMIUMS	134.96
		MICHAEL C. PESCHEL	MOVIES IN THE PARK/KUNG FU	250.00
			MOVIES IN THE PARK/PUSS&BO	250.00
		MOBILE MINI, INC	TRPSC/MOBILE UNIT RENT 249	102.00
		MOSS & MOSS INC. #5000	TRPSC/TOILET PLUNGER 10035	7.59
		PAUL'S POOL SERVICE	MURPHY PL/DPD TABLS 59995	12.50
		POOLSURE	POOLS/ALL PURCHASES	320.35
			POOLS/ALL PURCHASES	682.50
			POOLS/ALL PURCHASES	380.50
			MURPHY PL/BLEACH,M ACID 48	294.55
		YMCA GREATER WMSON COUNTY	YMCA/POOL CONTRACT 1209	27,489.16
		ROUND ROCK EXPRESS BASEBALL CLUB	TRPSC/CHALK 047251	65.00
		SMITH PUMP CO., INC.	TRPSC/PUMP REPAIRS 3009	234.80
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	361.71
			FICA CONTRIBUTIONS AND MAT	384.88
			FICA CONTRIBUTIONS AND MAT	408.29
			MEDICARE CONTRIB AND MATCH	84.59
			MEDICARE CONTRIB AND MATCH	90.03
			MEDICARE CONTRIB AND MATCH	95.48
		TEXAS MUNICIPAL RETIREMEN	CONTRIBUTIONS	765.11
			CONTRIBUTIONS	812.20
			CONTRIBUTIONS	829.76
		TRACTOR SUPPLY COMPANY	TRPSC/BRUSHES,THERMOM12131	23.98
			TRPSC/UTILITY CART 123338	69.99
			TRPSC-NAILS	13.99
			TRPSC-HAMMER	9.99
			C CUNNINGHAM/BOOTS 179153	109.99
			TRPSC/GRINDER 179874	54.97
			M DEVITO/BOOTS 180078	149.99
			TRPSC/KNIFE 180078	19.99
		UPBEAT INC.	TENNIS CTS/VIEWING CTR704	854.94

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		VERIZON WIRELESS	CELL PHONE	90.00
		VIC'S HEAT & AIR	REPAIR A/C-MURPHY PARK	89.50
		WAL-MART COMMUNITY/GEMB	TRPSC/BINDERS,NBOOKS 0757	18.86
			TOTAL:	53,228.39
GENERAL SVS/BLDG MAINT GENERAL FUND		AT&T	352-3675	2,215.14
		AT&T LONG DISTANCE	P W - 352-2247/FAX/352-581	4.06
			PUBLIC WORKS	9.51
			BUILDING/EQUIPMENT SERVICE	4.89
			SURCHARGES AND OTHER FEES	7.00
		ADMIRAL LINEN AND UNIFORM SERVICES,INC	MATS	16.00
			LIBRARY MATS	16.00
			CITY HALL MATS	19.00
			LIBRARY MATS	16.00
			CITY HALL MATS	19.00
			LIBRARY MATS	16.00
			CITY HALL MATS	19.00
			LIBRARY MATS	16.00
			CITY HALL MAPS	19.00
			CITY HALL MATS	19.00
		BCT - #6014	BUSINESS CARDS-R JONES	50.00
		BCBS OF TEXAS	HEALTH INS. PREMIUM	1,289.47
		BREWMESEUM COFFEE	COFFEE	17.25
			COFFEE	10.10
		CAVALLO ENERGY TEXAS LLC	MONTHLY ELECTRICAL CHARGES	2,377.55
		JPMORGAN CHASE BANK NA	PW Office/window blind 652	30.00
			Cleaning Supplies	97.29
			Cleaning supplies	34.20
			BATTERIES	143.87
			SHIRTS	80.49
			SALES TAX REVERSED	6.15-
			SALES TAX REVERSED	7.85-
			LAMINATE	365.98
			JEANS	15.77
		FLOYDCO INC	INSTALL GLASS DOOR-C.H. LO	2,250.00
		GULF COAST PAPER CO. INC.	1424 N MAIN/SOAP,TOWEL4312	60.79
			TISSUE PAPER, CLEANER	324.58
			1424 N MAIN/TOWELING 44522	41.70
		HOME DEPOT CREDIT SERVICES	UTILITY PROJECT	178.13
			FOYER WALL PROJECT	231.87
			FOYER WALL PROJECT	27.08
			CITY HALL PROJECT	81.79
			PANELS/DRAWER-C.H. PROJECT	97.19
			DOOR STOP-CH UTIL PROJECT	147.40
			CABINET PANELS-CH UTIL PRO	185.83
		JOSEPH DEAN GLOVER DBA:	PEST CONTROL	480.00
			ANT CONTROL	50.00
		HUMPHREY, CONWAY	MOVE EXTENSION-CITY HALL	250.00
		KOETTER FIRE PROTECTION OF AUSTIN, LLC	ANNUAL FIRE SPRINKLER INSP	450.00
		KELLY D. KRUSE	BULB-PD	140.45
			CHECK BREAKER-PD	60.00
			BALLAST	149.85
			BALLAST-CITY HALL	46.85
		LINCOLN	LTD INSURANCE PREMIUMS	34.92
		METLIFE SBC	DENTAL INSURANCE PREMIUMS	57.84
		MOSS & MOSS INC. #6000	STRAINER-ANNEX	9.10

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			GOOF REMOVER	8.15
			SCREEN MOULDING	6.63
			CLAMP-CITY HALL	12.58
			ROBINSON PARK-VELCRO, BULB	40.52
			MISC HARDWARE-MOODY	3.72
			TUBE-ACO	3.98
			THINNER, CAULK-CH UTIL PRO	19.06
			BRUSHES/C.H. PROJECT	7.74
			PLATE-C.H. PROJECT	8.15
			C.H. PROJECTS COVER	10.99
			VARNISH BRUSHES, COVER	30.35
		OFFICE DEPOT CORPORATION	BATTERIES	51.89
		ROBERT SLOAN DBA:	SERVICE CALL-MONITORING	20.00
			CELL MONITORING LIBRARY	1,365.00
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	321.13
			FICA CONTRIBUTIONS AND MAT	328.23
			FICA CONTRIBUTIONS AND MAT	359.57
			MEDICARE CONTRIB AND MATCH	75.11
			MEDICARE CONTRIB AND MATCH	76.77
			MEDICARE CONTRIB AND MATCH	84.09
		TAYLOR IRON-MACHINE WORKS	SHIMS-LIBRARY	36.00
			SHEARS-PW	56.40
		TEXAS MUNICIPAL RETIREMEN	CONTRIBUTIONS	683.46
			CONTRIBUTIONS	697.88
			CONTRIBUTIONS	730.71
		TRACTOR SUPPLY COMPANY	BOOTS	119.99
			SHEET METAL-C.H. UTIL PROJ	62.54
		ATMOS ENERGY	CITY HALL	25.34
		VIC'S HEAT & AIR	REPAIR A/C-CITY HALL	89.50
			REPAIR A/C LIBRARY	89.50
		WAL-MART COMMUNITY/GEMB	SHOP/CLEAN SUPPLIES 0757	18.11
		ZEP MANUFACTURING CO.	METER MISTS	276.45
			TOTAL:	17,988.48
ENGINEERING & INSPECTI	GENERAL FUND	BCBS OF TEXAS	HEALTH INS. PREMIUM	863.99
		BREWMESUM COFFEE	COFFEE	17.25
			COFFEE	10.10
		CAVALLO ENERGY TEXAS LLC	MONTHLY ELECTRICAL CHARGES	76.59
		LINCOLN	LTD INSURANCE PREMIUMS	25.48
		METLIFE SBC	DENTAL INSURANCE PREMIUMS	38.56
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	215.58
			FICA CONTRIBUTIONS AND MAT	209.75
			FICA CONTRIBUTIONS AND MAT	257.22
			MEDICARE CONTRIB AND MATCH	50.42
			MEDICARE CONTRIB AND MATCH	49.05
			MEDICARE CONTRIB AND MATCH	60.16
		TEXAS MUNICIPAL RETIREMEN	CONTRIBUTIONS	512.11
			CONTRIBUTIONS	500.26
			CONTRIBUTIONS	522.74
		VERIZON WIRELESS	CELL PHONE	100.00
			TOTAL:	3,509.26
IT DEPT	GENERAL FUND	ALTEX ELECTRONICS	NETWORK SWITCHES	159.75
		BCBS OF TEXAS	HEALTH INS. PREMIUM	432.00
		JPMORGAN CHASE BANK NA	FIRE DEPT INTERNET	943.36
			GOV DOMAIN	125.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			BARRACUDA SPAM FIREWALL	1,799.00
			TREND MICRO	672.00
		CHIRP SECURITY	INSTALL MIC COUNCIL CHAMB	600.00
		LIGHTSPEED CONSULTING, LLC	IT ISSUES	38.75
		LINCOLN	LTD INSURANCE PREMIUMS	9.47
		METLIFE SBC	DENTAL INSURANCE PREMIUMS	19.28
		SKYBEAM	AIRPORT CABLE	59.95
			ENGINEERING CABLE	59.95
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	78.42
			FICA CONTRIBUTIONS AND MAT	78.42
			FICA CONTRIBUTIONS AND MAT	90.32
			MEDICARE CONTRIB AND MATCH	18.34
			MEDICARE CONTRIB AND MATCH	18.34
			MEDICARE CONTRIB AND MATCH	21.12
		TEXAS MUNICIPAL RETIREMEN	CONTRIBUTIONS	184.15
			CONTRIBUTIONS	184.15
			CONTRIBUTIONS	183.56
		VERIZON WIRELESS	CELL PHONE	50.00
			MODEM	37.99
			TOTAL:	5,863.32
NON-DEPARTMENTAL	GENERAL FUND	BROOKSHIRE INS AGENCY INC	ORTS NOTARY	71.00
		PROGRESSIVE WASTE SOLUTIONS OF TX, INC	RESIDENTIAL	61,331.03
			FRONTLOAD	39,170.15
			COMMERCIAL	5,261.76
			BALANCE FORWARDED	0.00
			ST,GR/1 40 YD CLEANING 294	372.94
		MISCELLANEOUS VICTORIA ROBBINS	VICTORIA ROBBINS:BOOK REFU	34.00
			TOTAL:	106,240.88
HOTEL/MOTEL TAX	HOTEL/MOTEL FUND	TAYLOR CHAMBER OF COMMERC	JUNE 2012 TAX COLLECTIONS	4,241.80
			TOTAL:	4,241.80
LEASE PAYMENT T J C	TEXAS CAPITAL FUND	TEXAS DEPT OF AGRICULTURE	AUG 2012 LEASE PAYMENT	2,085.25
			TOTAL:	2,085.25
CONTRIBUTE CIVIC PROGR MAIN STREET REVENU MISCELLANEOUS		ETHEL PIERCE	ETHEL PIERCE:FACADE GRANT	4,500.00
			TOTAL:	4,500.00
MUN CRT BUILDING SECUR MUNICIPAL CRT SPEC CHIRP SECURITY			ANNEX ACCESS SYSTEM	3,730.75
			TOTAL:	3,730.75
I & S PAYMENT ACCOUNTS I & S FOR G O BOND THE BANK OF NEW YORK MELLON			BNY MELLON 2003 SERIES	105.48
			BNY MELLON 2009 REF SERIES	255.95
			TOTAL:	361.43
RECREATION CENTER	GENERAL CAPITAL IM	KAHICKMAN	REC CENTER ARCHITECTURAL S	34,375.00
		SLEDGE ENGINEERING	REC CENTER/SLEDGE	9,000.00
			TOTAL:	43,375.00
HOLLY SPRINGS	MDUS IMPROVEMENT P	SLEDGE ENGINEERING	HOLLYSPRINGS-SLEDGE	700.00
			TOTAL:	700.00
NON-DEPARTMENTAL	PUBLIC UTILITIES F	AFLAC	AFLAC PREMIUMS	535.40
		BCBS OF TEXAS	HEALTH INS. PREMIUM	3,096.28
		DIAZ, SAN JUANITA C/O TX CHILD SUPPORT	AG#180030773; CAUSE 931206	43.85

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			AG#180030773; CAUSE 931206	43.85
			AG#180030773; CAUSE 931206	43.85
		METLIFE SBC	DENTAL INSURANCE PREMIUMS	392.52
		NATIONWIDE RETIREMENT SOL	EMPLOYEE CONTRIBUTIONS	335.00
			EMPLOYEE CONTRIBUTIONS	335.00
		PRE-PAID LEGAL SERVICES	PRE-PAID LEGAL PREMIUMS	52.80
		SLEDGE ENGINEERING	2ND ST-WATER/SLEDGE	750.00
			2ND ST-WW/SLEDGE	750.00
			CDBG WATER MAINS/SLEDGE	500.00
		CITIZENS NATIONAL BANK	FEDERAL WITHHOLDING	2,211.60
			FEDERAL WITHHOLDING	2,452.56
			FEDERAL WITHHOLDING	2,674.96
			FICA CONTRIBUTIONS AND MAT	1,130.68
			FICA CONTRIBUTIONS AND MAT	1,204.90
			FICA CONTRIBUTIONS AND MAT	1,293.99
			MEDICARE CONTRIB AND MATCH	390.33
			MEDICARE CONTRIB AND MATCH	415.95
			MEDICARE CONTRIB AND MATCH	446.72
		TEXAS MUNICIPAL RETIREMEN	CONTRIBUTIONS	1,997.53
			CONTRIBUTIONS	2,121.27
			CONTRIBUTIONS	2,156.63
		UNION PACIFIC RAILROAD	UNION PACIFIC/CDGB GRANT 2	2,800.00
			UNION PACIFIC/CDBG GRANT 2	3,200.00
		UNITED WAY OF WILLIAMSON COUNTY	EMPLOYEE CONTRIBUTIONS	25.00
			EMPLOYEE CONTRIBUTIONS	25.00
			EMPLOYEE CONTRIBUTIONS	25.00
		UNUM LIFE INS CO OF AMERI	LIFE INSURANCE PREMIUMS	174.07
			TOTAL:	31,624.74
UTILITIES ADMINISTRATI	PUBLIC UTILITIES F	AT&T LONG DISTANCE	UTILITIES ADMIN	104.28
		ADMIRAL LINEN AND UNIFORM SERVICES, INC	ANNEX MATS	9.50
			ANNE MATS	9.50
			ANNEX MATS	9.50
			ANNEX MATS	9.50
			ANNEX MATS	9.50
			BELTRANS SHIRTS	260.00
		BCBS OF TEXAS	HEALTH INS. PREMIUM	2,133.95
		BRINKS, INC.	JULY 2012 ADJUSTMENT	23.10
			AUGUST 2012 SVCS	667.97
			AUGUST 2012 SURCHARGES	93.05
		CAVALLO ENERGY TEXAS LLC	MONTHLY ELECTRICAL CHARGES	183.56
		JPMORGAN CHASE BANK NA	GATOR ADE	7.36
		CSG SYSTEMS, INC.	BILL PRINTING	1,088.35
			2ND NOTICE PRINTING	178.10
			POSTAGE	3,032.69
		TYLER TECHNOLOGIES, INC	MTHLY FEES-WEB	50.00
			MTHLY FEES-UTIL BILLING	220.00
		LINCOLN	LTD INSURANCE PREMIUMS	40.05
		METLIFE SBC	DENTAL INSURANCE PREMIUMS	96.40
		MVBA LAW FIRM	UTIL COLL FEES	23.66
		MOSS & MOSS INC. #3000	GLOVES -A BELTRAN	18.04
			TOOLS FOR SVC TECHS	81.67
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	367.12
			FICA CONTRIBUTIONS AND MAT	368.29
			FICA CONTRIBUTIONS AND MAT	446.10
			MEDICARE CONTRIB AND MATCH	85.85

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			MEDICARE CONTRIB AND MATCH	86.12
			MEDICARE CONTRIB AND MATCH	104.32
		TAYLOR OFFICE EQUIPMENT C	SERVICE AGREEMENT	48.47
		TEXAS MUNICIPAL RETIREMEN	CONTRIBUTIONS	795.40
			CONTRIBUTIONS	797.78
			CONTRIBUTIONS	906.59
		TRACTOR SUPPLY COMPANY	JEANS-ALFRED BELTRAN	149.95
			BOOTS-A BELTRAN	99.99
		ATMOS ENERGY	CITY ANNEX	9.56
		VERIZON WIRELESS	CELL PHONE	100.00
			TOTAL:	12,715.27
WASTEWATER TREATMENT	PUBLIC UTILITIES F	AT&T	352-2412	89.08
		AT&T LONG DISTANCE	WASTE WATER PLANT	0.22
		ADMIRAL LINEN AND UNIFORM SERVICES, INC	ADMIRAL LINEN AND UNIFORM	11.00
			ADMIRAL LINEN AND UNIFORM	11.00
			ADMIRAL LINEN AND UNIFORM	11.00
			WWTP	11.00
			WWTP	11.00
		AQUA-TECH LABORATORIES-AQ	JULY 2012 ANALYSIS	836.00
		BCBS OF TEXAS	HEALTH INS. PREMIUM	857.48
		CAVALLO ENERGY TEXAS LLC	MONTHLY ELECTRICAL CHARGES	13,618.98
		JPMORGAN CHASE BANK NA	TELEVISION	278.00
			TX WATER UTILITIES ASSOCIA	130.00
			TX WATER UTILITIES ASSOCIA	920.00
		ALTIVIA	CALCIUM HYPOCHLORITE	554.50
		DEPT OF STATE HEALTH SERVICES	DSHS TESTING	314.00
		O'REILLY AUTOMOTIVE, INC.	BULB	36.99
		PROGRESSIVE WASTE SOLUTIONS OF TX, INC	WWT/4 SLUDGE HAULS 29407	1,879.64
		CHEMSEARCH DIVISION	SPILL GUARD	503.73
			WAVEBREAKER, HARD HAT	150.52
		LINCOLN	LTD INSURANCE PREMIUMS	16.75
		METLIFE SBC	DENTAL INSURANCE PREMIUMS	38.56
		MOSS & MOSS INC. #3000	BULB	36.99
			PIPE, CHAINS, ADAPTERS	36.71
			BULB	26.56
		PARKSON CORPORATION	20' CHAIN	890.61
		SKYBEAM	WWTP CABLE	49.98
		SMITH PUMP CO., INC.	SEWAGE EJECTOR PUMP	568.09
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	188.26
			FICA CONTRIBUTIONS AND MAT	186.67
			FICA CONTRIBUTIONS AND MAT	189.04
			MEDICARE CONTRIB AND MATCH	44.02
			MEDICARE CONTRIB AND MATCH	43.65
			MEDICARE CONTRIB AND MATCH	44.21
		STENCE ELECTRIC	HEB LIFT STATION REPAIR	150.00
		TEXAS MUNICIPAL RETIREMEN	CONTRIBUTIONS	394.91
			CONTRIBUTIONS	391.68
			CONTRIBUTIONS	384.17
		VERIZON WIRELESS	CELL PHONE	30.00
		WAL-MART COMMUNITY/GEMB	RAIN X, OIL, FILTER	99.86
			BINDERS, ALCOHOL, WATER, B	157.62
		ENVIRONMENTAL IMPROVEMENT	WT/BLOWER MOTORS REP	590.00
			WT/BLOWER MOTORS REP	2,495.50
			TOTAL:	27,277.98

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
DISTRIBUTION/COLLECTIO	PUBLIC UTILITIES F	AT&T	352-3251	180.64
			PUMP STATION	14.03
			TORCH RENTAL	25.73
			ADMIRAL LINEN AND UNIFORM	75.50
			ADMIRAL LINEN AND UNIFORM	75.50
			ADMIRAL LINEN AND UNIFORM	75.50
			UTIL MAINT	75.50
			UTIL MAINT	75.50
			HEALTH INS. PREMIUM	6,434.37
			MONTHLY ELECTRICAL CHARGES	3,551.32
			PRINTER	164.94
			Belt Clips	47.43
			INTERNET SECURITY	63.84
			IPHONE BATTERY	86.55
			CABLE AMPLIFIER	37.99
			SECURITY SERVICES	221.97
			JULY 2012 SAMPLES	330.00
			WATER QUALITY REPORTS	26.46
			WATER QUALITY REPORTS-POST	122.95
			1, 1 1/2 & 2" METERS	21,244.00
			LTD INSURANCE PREMIUMS	116.00
			DENTAL INSURANCE PREMIUMS	269.92
			SCREWS	13.32
			HOSE BIBB	10.44
			ENAMEL	11.37
			KEYS	2.25
			100 TONS SANDY LOAM	1,200.00
			FREIGHT-3/8 & FLEX BASE	1,046.85
			JUL 2012 RETAINER	4,700.00
			FICA CONTRIBUTIONS AND MAT	1,113.72
			FICA CONTRIBUTIONS AND MAT	1,223.73
			FICA CONTRIBUTIONS AND MAT	1,275.02
			MEDICARE CONTRIB AND MATCH	260.46
			MEDICARE CONTRIB AND MATCH	286.18
			MEDICARE CONTRIB AND MATCH	298.19
			COPIES	6.60
			TOLL FEES	8.48
			CONTRIBUTIONS	2,405.24
			CONTRIBUTIONS	2,628.81
			CONTRIBUTIONS	2,591.22
			GASKET	4.29
			GUN & WAND NOZZLE W/HANDLE	69.98
			1200 N MAIN	25.91
			CELL PHONE	211.72
			MIFI	37.99
			DRIVEWAY-1620 4TH ST.	600.00
			TOTAL:	53,347.41
UTILITIES NONDEPARTMEN	PUBLIC UTILITIES F	BRAZOS RIVER AUTHORITY	GRWTP O&M	105,168.55
			BNY MELLON 2003 SERIES	194.52
			BNY MELLON 2009 REF SERIES	244.05
			W/WW COST OF SVC RATE STUD	7,837.50
			TOTAL:	113,444.62
NON-DEPARTMENTAL	AIRPORT FUND	CITIZENS NATIONAL BANK	FEDERAL WITHHOLDING	112.94
			FEDERAL WITHHOLDING	46.82

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			FEDERAL WITHHOLDING	104.68
			FICA CONTRIBUTIONS AND MAT	44.20
			FICA CONTRIBUTIONS AND MAT	24.35
			FICA CONTRIBUTIONS AND MAT	35.49
			MEDICARE CONTRIB AND MATCH	15.25
			MEDICARE CONTRIB AND MATCH	8.40
			MEDICARE CONTRIB AND MATCH	12.25
			TOTAL:	404.38
AIRPORT OPERATIONS DEP AIRPORT FUND		AT&T	352-5747	63.58
		AT&T LONG DISTANCE	AIRPORT	4.85
		AVFUEL CORP.	100 LL FUEL	27,363.57
		BREWMESUM COFFEE	COFFEE-AIRPORT	30.00
		CAVALLO ENERGY TEXAS LLC	MONTHLY ELECTRICAL CHARGES	709.45
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	65.25
			FICA CONTRIBUTIONS AND MAT	35.94
			FICA CONTRIBUTIONS AND MAT	52.40
			MEDICARE CONTRIB AND MATCH	15.25
			MEDICARE CONTRIB AND MATCH	8.40
			MEDICARE CONTRIB AND MATCH	12.25
			TOTAL:	28,360.94
NON-DEPARTMENTAL	CEMETERY OPERATING	METLIFE SBC	DENTAL INSURANCE PREMIUMS	167.88
		CITIZENS NATIONAL BANK	FEDERAL WITHHOLDING	40.78
			FEDERAL WITHHOLDING	40.78
			FEDERAL WITHHOLDING	41.90
			FICA CONTRIBUTIONS AND MAT	39.17
			FICA CONTRIBUTIONS AND MAT	39.17
			FICA CONTRIBUTIONS AND MAT	39.59
			MEDICARE CONTRIB AND MATCH	13.52
			MEDICARE CONTRIB AND MATCH	13.52
			MEDICARE CONTRIB AND MATCH	13.67
		TEXAS MUNICIPAL RETIREMEN	CONTRIBUTIONS	67.25
			CONTRIBUTIONS	67.25
			CONTRIBUTIONS	65.98
		UNITED STATES TREASURY	MOERBE,VIRGINA;IRS TAX LEV	46.88
			MOERBE,VIRGINA;IRS TAX LEV	46.88
			MOERBE,VIRGINA;IRS TAX LEV	31.50
			TOTAL:	775.72
CEMETERY OPERATING DEP CEMETERY OPERATING		AT&T	352-3531	46.46
		AT&T LONG DISTANCE	CEMETERY	31.25
		ADT SECURITY SERVICES INC	CEMETERY SECURITY	149.97
		BCBS OF TEXAS	HEALTH INS. PREMIUM	1,276.47
		CAVALLO ENERGY TEXAS LLC	MONTHLY ELECTRICAL CHARGES	109.57
		JPMORGAN CHASE BANK NA	Cem/computer backup system	59.00
		EVINS TEMPORARIES, INC.	CEM/2 TEMPS 7/23-7/27 117	893.03
			CEM/2 TEMPS 7/30-8/3 11714	899.11
			CEM/2 TEMPS 8/6-8/10 11716	1,081.36
			CEM/2 TEMPS 8/13-8/17 1171	911.26
			CEM/3 TEMPS 8/20-8/24 1171	735.08
		GORE, OTIS A.	CEM/AUG 9 REG,1 ASHES,1 CH	4,450.00
		MISCELLANEOUS	GOODWIN BROS., INC.:GOLF C	2,500.00
		GOODWIN BROS., INC.	EDWIN BROS. INC.: EXT TOP-	250.00
		EDWIN BROS. INC.	LTD INSURANCE PREMIUMS	6.22
		LINCOLN	DENTAL INSURANCE PREMIUMS	57.84
		METLIFE SBC		

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		NANCY'S KEYS LOCKS & MORE	CEMETERY/GATE #3 LOCK 7223	81.95
		OFFICE DEPOT CORPORATION	CEMETERY PRINTER	149.99
			REPLACEMENT PRINTER 2YR	22.99
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	57.83
			FICA CONTRIBUTIONS AND MAT	57.83
			FICA CONTRIBUTIONS AND MAT	58.44
			MEDICARE CONTRIB AND MATCH	13.52
			MEDICARE CONTRIB AND MATCH	13.52
			MEDICARE CONTRIB AND MATCH	13.67
		TEXAS MUNICIPAL RETIREMEN	CONTRIBUTIONS	121.05
			CONTRIBUTIONS	121.05
			CONTRIBUTIONS	118.77
		VERIZON WIRELESS	CELL PHONE	30.00
			MODEM	37.99
		WAL-MART COMMUNITY/GEMB	CORDLESS PHONE	28.88
		WILLIAMSON COUNTY GRAIN	CEM/HERB SPRAY-HONCHO 0114	288.75
			TOTAL:	14,672.85
NON-DEPARTMENTAL	FLEET SERVICES OPE AFLAC		AFLAC PREMIUMS	36.50
	NATIONWIDE RETIREMENT SOL		EMPLOYEE CONTRIBUTIONS	20.00
			EMPLOYEE CONTRIBUTIONS	20.00
	PRE-PAID LEGAL SERVICES		PRE-PAID LEGAL PREMIUMS	51.80
	CITIZENS NATIONAL BANK		FEDERAL WITHHOLDING	457.18
			FEDERAL WITHHOLDING	455.68
			FEDERAL WITHHOLDING	451.31
			FICA CONTRIBUTIONS AND MAT	150.06
			FICA CONTRIBUTIONS AND MAT	149.79
			FICA CONTRIBUTIONS AND MAT	148.20
			MEDICARE CONTRIB AND MATCH	51.81
			MEDICARE CONTRIB AND MATCH	51.71
			MEDICARE CONTRIB AND MATCH	51.16
	TEXAS MUNICIPAL RETIREMEN		CONTRIBUTIONS	250.43
			CONTRIBUTIONS	249.98
			CONTRIBUTIONS	246.99
	UNUM LIFE INS CO OF AMERI		LIFE INSURANCE PREMIUMS	19.95
			TOTAL:	2,862.55
FLEET SERVICES SECTION	FLEET SERVICES OPE A-LINE AUTO PARTS		#326 OIL FILTER	29.87
			PARKS AIR TANK GAUGE	11.44
			C1 FUEL FILTER, AIR FILTER	28.00
			SHOP BULB	3.64
			SOCKETS	10.91
			CI OIL FILTERS	34.16
			#326 BLOWER MOTOR	95.50
			#326 CREDIT, WIRE ASSY	49.15-
			#700 FUEL CAP	5.12
			#166 WIPER BLADE	9.48
			#166 FILTER	23.13
			#29 SHOCK ABSORBER	56.74
			#514 TAIL LIGHT	6.97
			SPARK PLUG, WEEDEATER	2.54
			GLASS CLEANER-SHOP	12.95
			#166 WIPER BLADES	9.48
			#50 SPIN-ON	7.29
			#526 WIPER BLADES	9.48
			#518 HYDRAULICS FLUID	53.87

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			#605 BLOWER MOTOR RESISTOR	182.79
			STOCK OIL FILTERS	52.80
			#605 OIL	29.22
			#609 OIL	29.22
			#605 SILICONE	5.18
			FUEL STABILIZER TRPSC	46.97
			#165 PAD	56.62
			#503 OIL	5.68
			#330 OIL	26.22
			#321 RELAY	41.40
			#165 WINDOW REGULATORS	178.70
			#165 WINDOW REGULATOR CRED	60.00-
			STABILIZER	49.98
			GREASE GUN TRPSC WATER PUM	61.85
			#506 ROTOR	173.20
			Q1 BEAM LAMP	7.65
			#166 OIL, FUEL FILTER	14.50
		AT&T (ATLANTA)	FLEET	60.21
		AIRGAS, INC.	OXYGEN	77.19
		ADMIRAL LINEN AND UNIFORM SERVICES, INC	FLEET/UNIFORMS AU40430	9.80
			FLEET/UNIFORMS AU45440	9.80
			FLEET/UNIFORMS AU50436	9.80
			FLEET/UNIFORMS AU55422	9.80
			FLEET	9.80
		ARMADILLO RENTAL	JLB LIFT	185.00
		AUSTIN POMA, INC	#321 LED LIGHTBAR	252.78
			#321 LED LIGHTBAR	527.61
		AUSTIN TURF & TRACTOR	TRPSC FILTERS	187.75
		BCBS OF TEXAS	HEALTH INS. PREMIUM	850.98
		BODIFORD, JAMES	FUEL - TEMPLE ACADEMY CLAS	21.44
		BREWME SUM COFFEE	FLEET COFFEE	30.00
		JPMORGAN CHASE BANK NA	TPRSC Weedeater bulb	2.25
			TIRES	259.99
			GRAPHICS	119.49
			BATTERIES	112.95
			BATTERIES	104.95
			SPINDLE AND SCREWS	285.17
			SCREW NUTS	81.15
			SPINDLE ASSEMBLY	249.24
			GAS CAP	66.32
			MOTOR	214.25
			FILTER	40.95
			SENSOR	41.29
			WHEEL	234.02
			WINDOW TINT	40.00
			WEEDEATER CAP	17.48
			WINDOW TINT	175.00
			WELDING ROD	34.96
			WELDING ROD	32.30
			WELDING ROD REVERSED	34.96-
			TIES AND BULB	69.19
			SWITCH	55.52
			TUBE	13.55
			LOCK	85.77
			SOCKET	38.38
			RELAY	22.84

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		COUFAL-PRATER	BLO GUN-SHOP	25.19
			#553 UNIVERSAL JOINT	633.54
			CHAINS, PARKS CHAINSAW	129.95
			#551 SCREW	11.02
			#552 CLUTCH	850.49
			#553 UNIVERSAL JOINT	358.09
			#553 WHEEL	210.54
		FLOYDCO INC	#327 REPAIRS	3,619.95
		FREIGHTLINER OF AUSTIN	R1 BELT	146.79
		GANGL'S CUSTOM AUTO	TR1 REPAIRS	800.00
			TR1 REPAIRS	1,017.93
			POLICE IMPALA ROTOR	16.00
			R1 IDLER	178.25
		GDI TMS	INSPECTION LINE	2.10
		HERCULES HARDWARE	WHEEL WEIGHTS	176.81
		O'REILLY AUTOMOTIVE, INC.	#620 FILTERS, OIL	147.70
			POLICE IMPALA ROTOR	40.00
			#115 FILTERS	122.48
		MISCELLANEOUS JEFF'S RESURRECTIONS	JEFF'S RESURRECTIONS:PAINT	1,000.00
		LINCOLN	LTD INSURANCE PREMIUMS	22.53
		NYLE MAXWELL CHRYSLER DODGE JEEP	#700 WHEEL CYLINDAR	199.50
		METLIFE SBC	DENTAL INSURANCE PREMIUMS	38.56
		MOSS & MOSS INC. #8000	RAT TRAPS	6.82
			VELCRO	25.05
			#95 MISC HARDWARE	1.12
			BUSHING	9.01
		RIATA FORD	#326 WHEEL	114.38
			#165 CYL	152.71
			#165 COVER	43.63
			#326 RELAY	411.46
		SAFETY KLEEN SYSTEMS, INC	SOLVENT	174.46
		SIDDONS FIRE APPARATUS	E11 COOLANT SWITCH	129.03
			QI LAMP	71.71
			Q1 REPAIRS	1,975.38
			Q1 REPAIRS	1,426.53
			Q1 REPAIRS	203.00
			Q1 REPAIRS	668.83
			Q1 REPAIRS	2,000.00
			Q1 REPAIRS	1,123.04
			E2 REPLACE BELT TENSIONER	515.36
			E11 PUMP TEST	549.35
			ED PUMP TEST	542.99
		CITIZENS NATIONAL BANK	FICA CONTRIBUTIONS AND MAT	221.53
			FICA CONTRIBUTIONS AND MAT	221.13
			FICA CONTRIBUTIONS AND MAT	218.76
			MEDICARE CONTRIB AND MATCH	51.81
			MEDICARE CONTRIB AND MATCH	51.71
			MEDICARE CONTRIB AND MATCH	51.16
		TAYLOR IRON-MACHINE WORKS	#551 REPAIR	395.20
			#553 STRAGHTEN RIM	40.00
		TIRES & OIL, INC.	#606 OIL CHANGE	33.29
			#500 OIL CHANGE	33.99
			#603 STATE INSPECTION	28.75
		TERRY'S BODY SHOP INC	#320 BODY WORK, ADJUSTED D	69.00
			#609 REPAIR DOOR HINGES	238.00
		TONY MORGAN DBA:	#47 FLEET REPAIR	120.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			#517 FLAT SVC	75.00
		TEXAS HYDRAULICS & PNEUMATICS	#214 REPAIRS	1,010.00
		TEXAS MUNICIPAL RETIREMEN	CONTRIBUTIONS	450.76
			CONTRIBUTIONS	449.95
			CONTRIBUTIONS	444.58
		TIRE CENTERS, LLC	#524 TIRES	614.76
			#614 TIRES	402.31
			POLICE TIRES	415.68
			Z MASTER STOCK TIRES	237.50
			#302 TIRES	623.52
			#115 TIRES	297.61
			#514	195.14
			#701	134.66
			#709	162.66
		TRACTOR SUPPLY COMPANY	#313 MATS	24.99
		TEXAS FLEET FUEL, LTD.	FUEL	4,355.95
			FUEL	5,339.79
			FUEL	3,841.63
		VERIZON WIRELESS	CELL PHONE	80.00
		VITAL SIGNS INC	R1 PLACARDS	351.00
		WAUKESHA-PEARCE IND. INC.	#518 MUD FLAPS	67.80
			TOTAL:	47,108.31
FLEET REPLACEMENT	FLEET REPLACEMENT	JOHN DEERE FINANCIAL	LEASE 020-0056894-000	4,696.40
			LEASE 020-0056894-001	1,406.02
			TOTAL:	6,102.42

===== FUND TOTALS =====		
100	GENERAL FUND	603,210.61
120	HOTEL/MOTEL FUND	4,241.80
121	TEXAS CAPITAL FUND	2,085.25
123	MAIN STREET REVENUE FUND	4,500.00
125	MUNICIPAL CRT SPECIAL FEE	3,730.75
140	I & S FOR G O BONDS	361.43
162	GENERAL CAPITAL IMPROVEME	43,375.00
164	MDUS IMPROVEMENT PROJECTS	700.00
340	PUBLIC UTILITIES FUND	238,410.02
350	AIRPORT FUND	28,765.32
370	CEMETERY OPERATING FUND	15,448.57
382	FLEET SERVICES OPERATING	49,970.86
384	FLEET REPLACEMENT FUND	6,102.42

	GRAND TOTAL:	1,000,902.03

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Attachment D

Operating Funds Balance Sheets

General Fund

Special Revenue Funds

Roadway Impact Fund

Municipal Utility Drainage Fund

Utility Fund

Utility Impact Fund

Airport Fund

Cemetery Fund

Fleet Services Operating Fund

Fleet Replacement Fund

BALANCE SHEET

AS OF: AUGUST 31ST, 2012

00-GENERAL FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
00-100-100	PETTY CASH	1,800.00
00-100-102	CLAIM ON POOLED CASH	(1,092,046.27)
00-100-105	MONEY MARKET @CNB #4260618	12,195.70
00-100-108	TEXSTAR; MOODY MUSEUM	258,452.10
00-100-109	PRINCOR GEN FUND 6FR-139362	673,147.69
00-100-110	TEXPOOL 78404; 2465300006	4,095,040.76
00-120-100	PROPERTY TAXES RECEIVABLE	133,367.21
00-120-110	ALLOWANCE UNCOLLECTED TAXES	(33,828.03)
00-120-120	SALES TAXES RECEIVABLE	524,029.69
00-120-130	ACCTS RECEIVABLE GARBAGE	54,990.82
00-120-131	ALLOWANCE - GARBAGE	(2,368.46)
00-120-251	DUE FROM FUND 350 (2ND LOAN)	65,375.90
00-170-100	CURRENT YR RES FOR ENCUMBRANCE	(97,692.14)
00-170-101	PRIOR YR RES FOR ENCUMBRANCE	<u>66,534.99</u>
		<u>4,658,999.96</u>
TOTAL ASSETS		<u>4,658,999.96</u>
LIABILITIES		
00-200-100	ACCRUED PAYBLES	(2,981.44)
00-200-110	ENCUMBERED PAYABLE GEN.	(97,692.14)
00-200-111	PRIOR YEAR ENCUMBRANCE	66,534.99
00-200-203	DEFERRED COMP PAYABLE	1,385.88
00-200-205	TEDC SALES TAX PAYABLE	131,007.72
00-200-210	CHILD SUPPORT PAYABLE	(92.31)
00-200-212	UNUM LIFE INS PAYABLE	(212.31)
00-200-214	AFLAC PAYABLE	2,352.32
00-200-216	CINCINNATI LIFE PAYABLE	28.71
00-200-219	SCOTT & WHITE HEALTH PAYABLE	(9,793.98)
00-200-222	PRE-PAID LEGAL PAYABLE	112.55
00-200-229	MET LIFE DENTAL PAYABLE	(523.06)
00-200-231	MEMBERSHIP/DUES PAYABLE	200.00
00-200-232	COURT BOND REFUND PAYABLE	123.00
00-200-233	OTHER A/P PENDING (AUDITOR)	(52,259.66)
00-200-301	COURT COLLECTIONS	19.71
00-200-500	DUE TO OTHER FUNDS	122,579.02
00-200-502	DUE TO STATE/COURT FEES	25,256.51
00-200-503	DUE TO COMPT. SALES TAX	27,605.45
00-200-505	DUE TO OMNIBASE SERVICES INC	1,079.09
00-200-507	DUE TO S&W/COBRA FROM OTHERS	6,007.28
00-210-111	DUE TO I&S (TAX COLLECTIONS)	2,153.54
00-220-100	TAX DISTRIBUTION	2,981.44
00-240-100	DEFERRED TAX REVENUE	99,539.18
00-240-101	UNCLAIMED FUNDS	<u>12,115.79</u>
TOTAL LIABILITIES		<u>337,527.28</u>

CITY OF TAYLOR
BALANCE SHEET
AS OF: AUGUST 31ST, 2012

00-GENERAL FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
EQUITY		
00-260-113	ESCROW-BONDS POSTED-DEFENDENTS	(200.00)
00-260-117	ESCROW-WEATHERIZATION PROGRAM	38.04
00-270-100	FUND BALANCE	3,073,490.76
00-280-100	ASSIGNED FUND BALANCE	<u>32,396.29</u>
	TOTAL BEGINNING EQUITY	3,105,725.09
	TOTAL REVENUE	10,557,959.07
	TOTAL EXPENSES	<u>9,342,211.48</u>
	TOTAL INCREASE/(DECREASE) IN FUND BAL.	1,215,747.59
	TOTAL EQUITY & FUND BALANCE	<u>4,321,472.68</u>
	TOTAL LIABILITIES, EQUITY & FUND BALANCE	<u>4,658,999.96</u>

CITY OF TAYLOR
BALANCE SHEET
AS OF: AUGUST 31ST, 2012

PAGE: 1

19-TIF (TAX INCREMENT FUND)

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
SSETS		
=====		
19-100-115	TEXPOOL 246530004	<u>452,469.13</u>
		<u>452,469.13</u>
TOTAL ASSETS		<u>452,469.13</u>
		=====
LIABILITIES		
=====		
QUITY		
=====		
19-270-100	FUND BALANCE	<u>360,080.27</u>
	TOTAL BEGINNING EQUITY	<u>360,080.27</u>
TOTAL REVENUE		101,935.47
TOTAL EXPENSES		<u>9,546.61</u>
TOTAL INCREASE/(DECREASE) IN FUND BAL.		92,388.86
TOTAL EQUITY & FUND BALANCE		<u>452,469.13</u>
TOTAL LIABILITIES, EQUITY & FUND BALANCE		<u>452,469.13</u>
		=====

CITY OF TAYLOR
BALANCE SHEET
AS OF: AUGUST 31ST, 2012

20-HOTEL/MOTEL FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
20-100-102	CLAIM ON POOLED CASH	<u>86,505.26</u>	
			<u>86,505.26</u>
TOTAL ASSETS			<u>86,505.26</u>
LIABILITIES			
EQUITY			
20-270-100	FUND BALANCE	<u>83,952.41</u>	
	TOTAL BEGINNING EQUITY	<u>83,952.41</u>	
TOTAL REVENUE		54,125.62	
TOTAL EXPENSES		<u>51,572.77</u>	
TOTAL INCREASE/(DECREASE) IN FUND BAL.		2,552.85	
TOTAL EQUITY & FUND BALANCE			<u>86,505.26</u>
TOTAL LIABILITIES, EQUITY & FUND BALANCE			<u>86,505.26</u>

CITY OF TAYLOR
BALANCE SHEET
AS OF: AUGUST 31ST, 2012

21-TEXAS CAPITAL FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
SSETS		
=====		
21-100-102	CLAIM ON POOLED CASH	<u>6,337.09</u>
		<u>6,337.09</u>
	TOTAL ASSETS	<u>6,337.09</u>
=====		
IABILITIES		
=====		
QUITY		
=====		
21-270-100	FUND BALANCE	<u>6,336.89</u>
	TOTAL BEGINNING EQUITY	<u>6,336.89</u>
	TOTAL REVENUE	22,937.75
	TOTAL EXPENSES	<u>22,937.55</u>
	TOTAL INCREASE/(DECREASE) IN FUND BAL.	0.20
	TOTAL EQUITY & FUND BALANCE	<u>6,337.09</u>
	TOTAL LIABILITIES, EQUITY & FUND BALANCE	<u>6,337.09</u>
=====		

CITY OF TAYLOR
BALANCE SHEET
AS OF: AUGUST 31ST, 2012

23-MAIN STREET REVENUE FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
23-100-102	CLAIM ON POOLED CASH	<u>28,683.08</u>
		<u>28,683.08</u>
TOTAL ASSETS		<u>28,683.08</u>
LIABILITIES		
EQUITY		
23-270-100	FUND BALANCE	<u>28,801.57</u>
	TOTAL BEGINNING EQUITY	<u>28,801.57</u>
TOTAL REVENUE		20,153.70
TOTAL EXPENSES		<u>20,272.19</u>
TOTAL INCREASE/(DECREASE) IN FUND BAL. (		118.49)
TOTAL EQUITY & FUND BALANCE		<u>28,683.08</u>
TOTAL LIABILITIES, EQUITY & FUND BALANCE		<u>28,683.08</u>

24-CEMETERY LAND PURCHASES

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
SSETS		
=====		
24-100-102	CLAIM ON POLLED CASH	(197,118.85)
24-100-112	TEXSTAR: 2288-00	204,151.07
24-120-250	DUE FROM CEMETERY OPERATING	<u>203,944.99</u>
		<u>210,977.21</u>
TOTAL ASSETS		<u>210,977.21</u>
=====		
IABILITIES		
=====		
QUITY		
=====		
24-270-100	FUND BALANCE	<u>208,384.46</u>
	TOTAL BEGINNING EQUITY	208,384.46
TOTAL REVENUE		<u>2,592.75</u>
	TOTAL INCREASE/(DECREASE) IN FUND BAL.	2,592.75
TOTAL EQUITY & FUND BALANCE		<u>210,977.21</u>
TOTAL LIABILITIES, EQUITY & FUND BALANCE		<u>210,977.21</u>
=====		

CITY OF TAYLOR
BALANCE SHEET
AS OF: AUGUST 31ST, 2012

25-MUNICIPAL CRT SPECIAL FEE

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
SSETS		
=====		
25-100-102	CLAIM ON POOLED CASH	95,373.40
25-170-100	CURRENT YR RES FOR ENCUMBRANCE	(6,366.86)
		<u>89,006.54</u>
TOTAL ASSETS		<u>89,006.54</u>
=====		
LIABILITIES		
=====		
25-200-110	CURRENT YEAR ENCUMBRANCE	(6,366.86)
	TOTAL LIABILITIES	(6,366.86)
QUITY		
=====		
25-270-100	FUND BALANCE	<u>85,040.37</u>
	TOTAL BEGINNING EQUITY	85,040.37
TOTAL REVENUE		14,063.78
TOTAL EXPENSES		<u>3,730.75</u>
TOTAL INCREASE/(DECREASE) IN FUND BAL.		10,333.03
TOTAL EQUITY & FUND BALANCE		<u>95,373.40</u>
TOTAL LIABILITIES, EQUITY & FUND BALANCE		<u>89,006.54</u>
=====		

CITY OF TAYLOR
BALANCE SHEET
AS OF: AUGUST 31ST, 2012

29-LIBRARY GRANT/DONATION

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
SSETS			
=====			
29-100-102	CLAIM ON POOLED CASH	16,551.06	
29-100-103	TEXSTAR: NOBLE TRUST - 3444	19,411.41	
29-100-108	TEXSTAR; NED REQUEST (LIBRARY)	325,483.56	
29-170-100	CURRENT YR RES FOR ENCUMBRANCE	(1,436.37)	
29-170-101	PRIOR YR RES FOR ENCUMBRANCE	<u>1,436.37</u>	
			361,446.03
TOTAL ASSETS			<u>361,446.03</u>
IABILITIES			
=====			
29-200-110	CURRENT YEAR ENCUMBRANCE	(1,436.37)	
29-200-111	PRIOR YEAR ENCUMBRANCE	1,436.37	
29-200-233	OTHER A/P PENDING (AUDITOR)	(10,945.00)	
29-200-500	ACCOUNT PAYABLE PENDING	<u>10,945.00</u>	
QUITY			
=====			
29-270-100	FUND BALANCE	<u>364,687.67</u>	
	TOTAL BEGINNING EQUITY	364,687.67	
TOTAL REVENUE		1,335.35	
TOTAL EXPENSES		<u>4,576.99</u>	
TOTAL INCREASE/(DECREASE) IN FUND BAL.		(3,241.64)	
TOTAL EQUITY & FUND BALANCE			<u>361,446.03</u>
TOTAL LIABILITIES, EQUITY & FUND BALANCE			<u>361,446.03</u>

CITY OF TAYLOR
BALANCE SHEET
AS OF: AUGUST 31ST, 2012

00-ROADWAY IMPACT FEE FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
SSETS		
00-100-102	CLAIM ON POOLED CASH	<u>168,721.54</u>
		<u>168,721.54</u>
	TOTAL ASSETS	<u>168,721.54</u>
IABILITIES		
QUITY		
00-270-100	FUND BALANCE	<u>106,288.30</u>
	TOTAL BEGINNING EQUITY	<u>106,288.30</u>
	TOTAL REVENUE	<u>62,433.24</u>
	TOTAL INCREASE/(DECREASE) IN FUND BAL.	<u>62,433.24</u>
	TOTAL EQUITY & FUND BALANCE	<u>168,721.54</u>
	TOTAL LIABILITIES, EQUITY & FUND BALANCE	<u>168,721.54</u>

CITY OF TAYLOR
BALANCE SHEET
AS OF: AUGUST 31ST, 2012

00-MUNICIPAL DRAINAGE UTILIT

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
00-100-102	CLAIM ON POOLED CASH	274,105.58	
00-120-100	DRAINAGE RECEIVABLE	10,608.83	
00-120-130	ALLOWANCE FOR DOUBTFUL ACCTS	(282.63)	
			<u>284,431.78</u>
TOTAL ASSETS			<u>284,431.78</u>
LIABILITIES			
EQUITY			
00-270-100	FUND BALANCE	156,314.84	
	TOTAL BEGINNING EQUITY	156,314.84	
TOTAL REVENUE			734,881.57
TOTAL EXPENSES			<u>606,764.63</u>
TOTAL INCREASE/(DECREASE) IN FUND BAL.			128,116.94
TOTAL EQUITY & FUND BALANCE			<u>284,431.78</u>
TOTAL LIABILITIES, EQUITY & FUND BALANCE			<u>284,431.78</u>

CITY OF TAYLOR
BALANCE SHEET
AS OF: AUGUST 31ST, 2012

40-PUBLIC UTILITIES FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
SSETS		
=====		
40-100-100	PETTY CASH	1,350.00
40-100-102	CLAIM ON POOLED CASH	2,592,686.30
40-100-107	TEXPOOL: 2465300012	236,946.02
40-100-110	TEXPOOL 78404; 2465300001	544,476.84
40-100-111	TEXSTAR 2010-340 (WATER)	1,031,098.19
40-100-115	TEXSTAR 2010-340 (WASTEWATER)	671,594.42
40-100-117	TEXPOOL 2465300010-2008 CO	568,046.59
40-120-100	ACCOUNTS RECEIVABLE	302,796.35
40-120-101	CURRENT REFUND PAYABLE	(4,507.79)
40-120-102	UNAPPLIED CREDITS	(12,698.32)
40-120-130	ALLOWANCE-ACCTS. RECEIVABLE	(19,768.11)
40-140-100	INVENTORY	251,367.70
40-150-100	BOND ISSUANCE COSTS	244,539.94
40-150-105	DEFERRED AMT ON REFUNDING	240,299.64
40-160-100	LAND	457,201.00
40-160-200	BUILDINGS	6,363,714.34
40-160-206	FIXED ASSETS: WORK IN PROGRESS	3,041,204.62
40-160-225	PLANT DISTRIBUTION/COLLECTION	39,165,935.74
40-160-235	EQUIPMENT	902,190.73
40-170-100	CURRENT YR RES FOR ENCUMBRANCE	(157,142.48)
40-170-101	PRIOR YR RES FOR ENCUMBRANCE	124,353.42
40-190-103	ACCUMULATED DEPRECIATION	(14,170,606.62)
		<u>42,375,078.52</u>
TOTAL ASSETS		<u>42,375,078.52</u>

LIABILITIES

=====		
40-200-104	ACCRUED INTEREST PAYABLE	181,709.02
40-200-110	CURRENT YEAR ENCUMBRANCES	(157,142.48)
40-200-111	PRIOR YEAR ENCUMBRANCE	124,353.42
40-200-200	FICA AND MEDICARE PAYABLE	(831.14)
40-200-201	FEDERAL WITHHOLDING PAYABLE	(1,144.93)
40-200-203	DEFERRED COMP PAYABLE	134.73
40-200-208	ACCRUED VACATION	18,929.66
40-200-212	UNUM LIFE INS PAYABLE	(230.20)
40-200-214	AFLAC PAYABLE	176.45
40-200-219	SCOTT & WHITE HEALTH PAYABLE	(2,747.25)
40-200-222	PRE-PAID LEGAL PAYABLE	(52.80)
40-200-229	MET LIFE DENTAL PAYABLE	(135.78)
40-200-230	UNITED WAY PAYABLE	(1.00)
40-200-233	OTHER A/P PENDING (AUDITOR)	(15,805.47)
40-200-500	ACCOUNTS PAYABLE PENDING	135,079.07
40-210-100	UNAMORT. BOND DISCOUNT	136,391.33
40-230-111	8.745M CO SERIES 2010 (6.11M)	6,125,000.00
40-230-114	4.5M CO SERIES 2003 (65%)	2,016,524.00
40-230-115	4.2M COMB CO 2006 (4M)	4,000,000.00
40-230-116	10M COMB SERIES 2007 (7M)	7,000,000.00
40-230-117	9.615M COMB SERIES 08 (6.615M)	6,300,000.00

BALANCE SHEET

AS OF: AUGUST 31ST, 2012

40-PUBLIC UTILITIES FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
40-230-118	8.995 GO REFUNDING 2009	3,365,000.00
40-230-119	2.625 GO REF 2010	2,310,000.00
40-240-100	METER DEPOSITS	326,408.00
40-240-101	UNCLAIMED FUNDS	<u>2,939.41</u>
TOTAL LIABILITIES		<u>31,864,554.04</u>
QUITY		
=====		
40-250-100	CONTRIBUTED CAPITAL-WATER OPER	454,779.30
40-250-101	CONTRIBUTED CAPITAL SEWER OPER	60,475.00
40-270-100	FUND BALANCE	<u>9,583,479.06</u>
TOTAL BEGINNING EQUITY		10,098,733.36
TOTAL REVENUE		5,723,274.88
TOTAL EXPENSES		<u>5,311,483.76</u>
TOTAL INCREASE/(DECREASE) IN FUND BAL.		411,791.12
TOTAL EQUITY & FUND BALANCE		<u>10,510,524.48</u>
TOTAL LIABILITIES, EQUITY & FUND BALANCE		<u>42,375,078.52</u>
		=====

CITY OF TAYLOR
BALANCE SHEET
AS OF: AUGUST 31ST, 2012

PAGE: 1

15-UTILITY IMPACT FEE FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
15-100-102	CLAIM ON POOLED CASH	411,405.56
		411,405.56
	TOTAL ASSETS	411,405.56
LIABILITIES		
EQUITY		
45-270-100	FUND BALANCE	330,343.20
	TOTAL BEGINNING EQUITY	330,343.20
	TOTAL REVENUE	94,235.90
	TOTAL EXPENSES	13,173.54
	TOTAL INCREASE/(DECREASE) IN FUND BAL.	81,062.36
	TOTAL EQUITY & FUND BALANCE	411,405.56
	TOTAL LIABILITIES, EQUITY & FUND BALANCE	411,405.56

CITY OF TAYLOR
BALANCE SHEET
AS OF: AUGUST 31ST, 2012

50-AIRPORT FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
50-100-102	CLAIM ON POOLED CASH	42,013.57	
50-120-100	AIRPORT RECEIVABLES	2,696.37	
50-120-250	DUE FROM OTHER FUNDS (AUDITOR)	1,360.00	
50-150-100	BOND ISSUANCE COSTS	5,905.23	
50-150-105	DEFERRED AMT ON REFUNDING	10,562.98	
50-160-100	LAND	859,833.00	
50-160-200	T-HANGERS (BUILDINGS)	1,264,756.23	
50-160-206	FIXED ASSETS:WORK IN PROGRESS	234,706.96	
50-160-210	EQUIPMENT	131,114.00	
50-160-300	RUNWAY	2,003,709.00	
50-190-103	ACCUMULATED DEPRECIATION	(987,541.75)	
			<u>3,569,115.59</u>
TOTAL ASSETS			<u>3,569,115.59</u>
LIABILITIES			
50-200-233	OTHER A/P PENDING (AUDITOR)	(617.76)	
50-200-500	ACCOUNTS PAYABLE PENDING	617.76	
50-200-502	DUE TO FUND 100(2ND LN ADV)	65,375.90	
50-200-505	DUE TO OTHER FUNDS	19,710.00	
50-210-100	UNAMORT. BOND DISCOUNT	12,618.22	
50-230-101	LONG TERM DEBT	40,990.00	
50-230-102	BOND PAYABLE-\$290K REF 2010	267,005.00	
50-240-101	ACCRUED INTEREST PAYABLE	2,662.13	
			<u>408,361.25</u>
TOTAL LIABILITIES			<u>408,361.25</u>
EQUITY			
50-250-100	CONTRIBUTED CAPITAL GRANT	2,011,189.92	
50-250-101	CONTRIBUTED CAPITAL CITY	75,265.82	
50-280-100	RETAINED EARNINGS	575,379.44	
50-281-100	PRIOR PERIOD ADJUSTMENTS	442,482.09	
			<u>3,104,317.27</u>
TOTAL BEGINNING EQUITY			<u>3,104,317.27</u>
TOTAL REVENUE		387,570.82	
TOTAL EXPENSES		<u>331,133.75</u>	
TOTAL INCREASE/(DECREASE) IN FUND BAL.		56,437.07	
TOTAL EQUITY & FUND BALANCE			<u>3,160,754.34</u>
TOTAL LIABILITIES, EQUITY & FUND BALANCE			<u>3,569,115.59</u>

CITY OF TAYLOR
BALANCE SHEET
AS OF: AUGUST 31ST, 2012

70-CEMETERY OPERATING FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
SSETS		
70-100-102	CLAIM ON POOLED CASH	253,327.49
		253,327.49
	TOTAL ASSETS	253,327.49
LIABILITIES		
70-200-229	MET LIFE DENTAL PAYABLE	(55.96)
70-200-233	OTHER A/P PENDING (AUDITOR)	(1,342.29)
70-200-500	ACCOUNTS PAYABLE PENDING	6,859.32
70-210-100	DUE TO CEMETERY LAND PURCHASE	
		203,944.99
	TOTAL LIABILITIES	209,406.06
QUITY		
70-270-100	FUND BALANCE	
		59,726.88
	TOTAL BEGINNING EQUITY	59,726.88
	TOTAL REVENUE	121,975.33
	TOTAL EXPENSES	
		137,780.78
	TOTAL INCREASE/(DECREASE) IN FUND BAL.	(15,805.45)
	TOTAL EQUITY & FUND BALANCE	43,921.43
	TOTAL LIABILITIES, EQUITY & FUND BALANCE	253,327.49

BALANCE SHEET

AS OF: AUGUST 31ST, 2012

32-FLEET SERVICES OPERATING

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
=====		
32-100-102	CLAIM ON POOLED CASH	(54,977.13)
32-120-250	DUE TO OTHER FUNDS	8,213.00
32-170-100	CURRENT YR RES FOR ENCUMBRANCE	(905.00)
32-170-101	PRIOR YR RES FOR ENCUMBRANCE	<u>905.00</u>
		(<u>46,764.13</u>)
TOTAL ASSETS		(46,764.13)
=====		
LIABILITIES		
=====		
32-200-110	CURRENT YEAR ENCUMBRANCE	(905.00)
32-200-111	PRIOR YEAR ENCUMBRANCE	905.00
32-200-202	TMRS PAYABLE	(0.01)
32-200-208	ACCRUED VACATION	2,192.54
32-200-212	UNUM LIFE INSURANCE PAYABLE	(1.43)
32-200-214	AFLAC PAYABLE	20.50
82-200-222	PRE-PAID LEGAL PAYABLE	51.80
82-200-233	OTHER A/P PENDING (AUDITOR)	(2,723.96)
82-200-500	ACCOUNT PAYABLE PENDING	<u>7,372.10</u>
TOTAL LIABILITIES		<u>6,911.54</u>
EQUITY		
=====		
82-270-100	FUND BALANCE	<u>1,693.98</u>
TOTAL BEGINNING EQUITY		1,693.98
TOTAL REVENUE		571,706.40
TOTAL EXPENSES		<u>627,076.05</u>
TOTAL INCREASE/(DECREASE) IN FUND BAL.		(55,369.65)
TOTAL EQUITY & FUND BALANCE		(<u>53,675.67</u>)
TOTAL LIABILITIES, EQUITY & FUND BALANCE		(46,764.13)
=====		

CITY OF TAYLOR
BALANCE SHEET
AS OF: AUGUST 31ST, 2012

84-FLEET REPLACEMENT FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
SSETS			
=====			
84-100-102	CLAIM ON POOLED CASH	(203,481.86)	
84-140-100	PREPAID CAP LEASE	(28,814.70)	
84-160-320	MACHINERY & EQUIPMENT	1,541,364.18	
84-170-100	CURRENT YR RES FOR ENCUMBRANCE	(273,096.24)	
84-170-101	PRIOR YR RES FOR ENCUMBRANCE	327,500.24	
84-190-103	ACCUMULATED DEPRECIATION	(1,044,235.56)	
			319,236.06
TOTAL ASSETS			319,236.06
			=====
IABILITIES			
=====			
84-200-110	CURRENT YEAR ENCUMBRANCE	(218,692.24)	
84-200-111	PRIOR YEAR ENCUMBRANCE	273,096.24	
84-200-505	DUE FROM OTHER FUNDS	9,573.00	
84-230-120	CAP LEASE PAYABLE-NONCURRENT	188,873.41	
			252,850.41
TOTAL LIABILITIES			
QUITY			
=====			
84-270-100	FUND BALANCE	226,263.66	
	TOTAL BEGINNING EQUITY	226,263.66	
TOTAL REVENUE		33,860.14	
TOTAL EXPENSES		193,738.15	
TOTAL INCREASE/(DECREASE) IN FUND BAL.		(159,878.01)	
TOTAL EQUITY & FUND BALANCE			66,385.65
TOTAL LIABILITIES, EQUITY & FUND BALANCE			319,236.06
			=====

08/31/12

Attachment E
Sales Tax Tracking Report

Sales Tax Tracking (City's Portion) - FY 2011-12

Monthly

	2001-02 Actual	2002-03 Actual	2003-04 Actual	2004-05 Actual	2005-06 Actual	2006-07 Actual	2007-08 Actual	2008-09 Actual	2009-10 Actual	2010-11 Actual	2011-12		\$ Difference from Prior Year Amount	% from Pr. Yr. Actual
											Estimate	Actual		
October	\$ 146,986	\$ 128,784	\$ 113,466	\$ 148,904	\$ 136,820	\$ 178,753	\$ 223,478	\$ 177,998	\$ 164,555	\$ 158,062	\$ 158,062	\$ 177,106	\$ 19,044	12.0%
November	\$ 181,624	\$ 171,260	\$ 165,629	\$ 217,691	\$ 216,476	\$ 278,949	\$ 276,383	\$ 235,220	\$ 211,014	\$ 232,195	\$ 232,195	\$ 215,916	\$ (16,279)	-7.0%
December	\$ 124,174	\$ 137,599	\$ 118,399	\$ 141,397	\$ 145,072	\$ 186,824	\$ 268,939	\$ 174,114	\$ 172,197	\$ 153,524	\$ 153,524	\$ 165,918	\$ 12,394	8.1%
January	\$ 136,047	\$ 111,071	\$ 136,083	\$ 147,119	\$ 162,339	\$ 221,297	\$ 231,952	\$ 175,991	\$ 175,247	\$ 164,882	\$ 164,882	\$ 167,144	\$ 2,262	1.4%
February	\$ 187,100	\$ 176,107	\$ 237,484	\$ 282,883	\$ 266,616	\$ 321,948	\$ 454,332	\$ 269,362	\$ 271,256	\$ 240,568	\$ 240,568	\$ 249,943	\$ 9,375	3.9%
March	\$ 109,623	\$ 105,311	\$ 118,251	\$ 162,227	\$ 152,344	\$ 177,904	\$ 212,501	\$ 153,137	\$ 141,801	\$ 148,006	\$ 148,006	\$ 154,766	\$ 6,761	4.6%
April	\$ 108,635	\$ 112,071	\$ 117,853	\$ 130,669	\$ 132,955	\$ 203,303	\$ 225,431	\$ 148,242	\$ 131,709	\$ 142,415	\$ 142,415	\$ 167,990	\$ 25,576	18.0%
May	\$ 180,250	\$ 159,961	\$ 204,615	\$ 203,911	\$ 248,743	\$ 279,416	\$ 292,008	\$ 216,214	\$ 254,676	\$ 247,203	\$ 247,203	\$ 242,853	\$ (4,350)	-1.8%
June	\$ 130,220	\$ 116,432	\$ 154,869	\$ 130,711	\$ 165,996	\$ 276,395	\$ 233,795	\$ 177,246	\$ 162,137	\$ 159,853	\$ 159,853	\$ 173,983	\$ 14,130	8.8%
July	\$ 129,819	\$ 130,466	\$ 176,438	\$ 137,011	\$ 186,325	\$ 306,169	\$ 234,836	\$ 170,014	\$ 139,020	\$ 156,841	\$ 156,841	\$ 184,660	\$ 27,820	17.7%
August	\$ 159,718	\$ 164,867	\$ 193,481	\$ 238,238	\$ 242,789	\$ 348,341	\$ 246,376	\$ 225,047	\$ 215,303	\$ 234,641	\$ 229,821	\$ 227,896	\$ (6,746)	-2.9%
Sept.	\$ 114,827	\$ 117,038	\$ 159,481	\$ 145,130	\$ 167,305	\$ 224,425	\$ 203,520	\$ 158,634	\$ 164,093	\$ 156,022				
% Monthly Increase over prior year	-12.2%	1.9%	36.3%	-9.0%	15.3%	34.1%	-9.3%	-22.1%	3.4%	-4.9%	-100.0%	2,128,175	\$ 89,986	

Cumulative Year-to-Date on Actual

	2001-02 Actual	2002-03 Actual	2003-04 Actual	2004-05 Actual	2005-06 Actual	2006-07 Actual	2007-08 Actual	2008-09 Actual	2009-10 Actual	2010-11 Actual	2011-12		\$ Difference from Prior Year Amount	% from Pr. Yr. Actual
											Estimate	Actual		
October	\$ 146,986	\$ 128,784	\$ 113,466	\$ 148,904	\$ 136,820	\$ 178,753	\$ 223,478	\$ 177,998	\$ 164,555	\$ 158,062	\$ 158,062	\$ 177,106	\$ 19,044	12.0%
November	\$ 328,610	\$ 300,044	\$ 279,095	\$ 366,595	\$ 353,296	\$ 457,702	\$ 499,862	\$ 413,218	\$ 375,569	\$ 390,257	\$ 390,257	\$ 393,022	\$ 2,765	0.7%
December	\$ 452,784	\$ 437,643	\$ 397,494	\$ 507,992	\$ 498,368	\$ 644,326	\$ 769,900	\$ 587,332	\$ 547,766	\$ 543,781	\$ 543,781	\$ 558,940	\$ 15,159	2.8%
January	\$ 588,831	\$ 548,714	\$ 533,577	\$ 655,111	\$ 660,707	\$ 865,623	\$ 1,000,752	\$ 763,323	\$ 723,013	\$ 708,663	\$ 708,663	\$ 726,084	\$ 17,421	2.5%
February	\$ 775,931	\$ 724,821	\$ 771,060	\$ 937,994	\$ 927,323	\$ 1,187,571	\$ 1,455,084	\$ 1,032,685	\$ 994,270	\$ 949,231	\$ 949,231	\$ 976,027	\$ 26,796	2.8%
March	\$ 885,553	\$ 830,132	\$ 889,312	\$ 1,007,165	\$ 1,079,667	\$ 1,365,475	\$ 1,667,585	\$ 1,185,823	\$ 1,136,071	\$ 1,097,237	\$ 1,097,237	\$ 1,130,794	\$ 33,557	3.1%
April	\$ 994,188	\$ 942,203	\$ 1,007,165	\$ 1,230,890	\$ 1,212,622	\$ 1,568,778	\$ 1,893,017	\$ 1,334,065	\$ 1,267,780	\$ 1,239,651	\$ 1,239,651	\$ 1,298,784	\$ 59,132	4.8%
May	\$ 1,174,438	\$ 1,102,165	\$ 1,211,780	\$ 1,434,801	\$ 1,461,365	\$ 1,848,194	\$ 2,185,024	\$ 1,550,279	\$ 1,522,456	\$ 1,486,854	\$ 1,486,854	\$ 1,541,636	\$ 54,782	3.7%
June	\$ 1,304,658	\$ 1,218,597	\$ 1,366,648	\$ 1,565,512	\$ 1,627,361	\$ 2,124,589	\$ 2,418,819	\$ 1,727,525	\$ 1,684,593	\$ 1,646,707	\$ 1,646,707	\$ 1,715,920	\$ 68,912	4.2%
July	\$ 1,434,477	\$ 1,349,063	\$ 1,543,086	\$ 1,702,523	\$ 1,813,686	\$ 2,430,758	\$ 2,653,655	\$ 1,897,540	\$ 1,823,613	\$ 1,803,548	\$ 1,816,694	\$ 1,900,280	\$ 86,732	5.3%
August	\$ 1,594,195	\$ 1,513,930	\$ 1,736,567	\$ 1,940,761	\$ 2,056,475	\$ 2,779,099	\$ 2,900,031	\$ 2,122,587	\$ 2,038,916	\$ 2,038,189	\$ 2,046,515	\$ 2,128,175	\$ 89,986	4.4%
Sept.	\$ 1,709,022	\$ 1,630,968	\$ 1,896,048	\$ 2,085,991	\$ 2,223,780	\$ 3,003,524	\$ 3,103,551	\$ 2,281,221	\$ 2,203,009	\$ 2,194,211				
% Y-T-D Increase over prior year	-6.4%	-4.6%	16.3%	10.0%	6.6%	35.1%	3.3%	-26.5%	-3.4%	-0.4%				

08/31/12

Attachment F
Listing of Current Investments

Monthly Financial Report - Attachment F

City of Taylor

Summary of Security Investments - As of 8/31/12

Source of Funds	Fund Type*	Investment Instruments	ACCT/CUSIP Number	Invest. Type**	Settlement Date	Coupon Rate	Yield Rate	Maturity/ Call Date	Paid Principal/ Current Balance	Market Value	Interest	
											Month	FY to-Date
General Fund												
GF -Pooled Cash	F1	TexPool	2465300006	I 4	-	-	0.1313%	-	\$ 4,095,041	\$ 4,095,041	522	4,532
Current Operating	F1	Princor Portfolio	6FR-139362	I 2	-	-	2.0590%	-	\$ 673,148	\$ 673,148	2	18,133
Current Operating	F1	City-Money Market	4260618	I 5	-	-	0.0500%	-	\$ 12,196	\$ 12,196	1	6
Noble - Library	F6	TexStar	24606/3444/000	I 4	-	-	0.1326%	-	\$ 19,411	\$ 19,411	2	20
CO Series 2010 (Const)	F2	TexStar	24606/2010/162	I 4	-	-	0.1326%	-	\$ 3,086,304	\$ 3,086,304	348	1,880
Ned Bequest - Moody	F6	TexStar	24606/2010/100	I 4	-	-	0.1326%	-	\$ 258,452	\$ 258,452	29	274
Ned Bequest - Library	F6	TexStar	24606/2010/129	I 4	-	-	0.1326%	-	\$ 325,484	\$ 325,484	37	331
CO Series 2012 (Const)	F2	TexPool	2465300013	I 4	-	-	0.1313%	-	\$ 982,199	\$ 982,199	110	256
CO Series 2012 (MDUS)	F2	TexPool	2465300014	I 4	-	-	0.1313%	-	\$ 1,412,618	\$ 1,412,618	158	681
General Fund - I & S	F4	TexPool	2465300003	I 4	-	-	0.1313%	-	\$ 202,245	\$ 202,245	83	1,146
Subtotal General Fund										\$ 11,067,097	1,291	27,257
Special Revenue-Tax Incremental Fund												
TIF	F6	TexPool	2465300004	I 4	-	-	0.1313%	-	\$ 452,469	\$ 452,469	50	403
Subtotal TIF Funds										\$ 452,469	50	403
Utility Funds												
Water Fund	F1	TexPool	2465300001	I 4	-	-	0.1313%	-	\$ 544,477	\$ 544,477	61	548
CO Series 2008	F2	TexPool	2465300010	I 4	-	-	0.1313%	-	\$ 568,047	\$ 568,047	64	779
Water Tower Rent	F3	TexPool	2465300012	I 4	-	-	0.1313%	-	\$ 236,946	\$ 236,946	26	232
CO Series 2010 (Water)	F2	TexStar	24606/2010/340	I 4	-	-	0.1326%	-	\$ 1,031,098	\$ 1,031,098	116	1,789
CO Series 2010 (WW)	F2	TexStar	24606/2010/341	I 4	-	-	0.1326%	-	\$ 671,594	\$ 671,594	76	1,491
Subtotal Utility Funds										\$ 3,052,162	343	4,840
Cemetery Fund												
Permanent Trust Fund	F3	TexPool	2465300007	I 4	-	-	0.1313%	-	\$ 1,222	\$ 1,222	0	0
Permanent Fund	F3	Princor Portfolio	6FR-139222	I 2	-	-	1.6770%	-	\$ 837,692	\$ 837,692	157	17,839
Permanent Fund	F2	(MBIA) Curwater	TX-01-0247-0006	I 4	-	-	0.2400%	-	\$ 30,474	\$ 30,474	6	62
Cemetery Operating Fund (Noble)	F6	TexStar (Noble)	24606/2288/000	I 4	-	-	0.1326%	-	\$ 204,151	\$ 204,151	23	206
Subtotal Cemetery Funds										\$ 1,073,539	186	18,108
Total All Funds										\$ 15,645,268	1,871	50,608

Monthly Financial Report - Attachment F

City of Taylor

Summary of Security Investments - As of 8/31/12

2.613%

*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%	10%
I 3	Certificates of Deposit	50%	0%
I 4	Eligible Investment Pools	100%	90%
I 5	Money Market Mutual Funds	50%	0.08%
I 6	Repurchase Agreements	50%	0%
I 7	Commercial Paper	65%	0%
Total			100%

Book Value:

	As of 8/31/2012	As of 7/31/2012	Change
I 1 \$	-	\$ -	\$ -
I 2 \$	1,510,840	\$ 1,526,760	\$ (15,920)
I 3 \$	-	\$ -	\$ -
I 4 \$	14,122,232	\$ 16,489,697	\$ (2,367,465)
I 5 \$	12,196	\$ 12,195	\$ -
I 6 \$	-	\$ -	\$ -
I 7 \$	-	\$ -	\$ -
Total Book Value	\$ 15,645,268	\$ 18,028,652	\$ (2,383,385)

Market Value:

	As of 8/31/2012	As of 7/31/2012	Gain/(Loss)
I 1 \$	-	\$ -	\$ -
I 2 \$	1,510,840	\$ 1,526,760	\$ (15,920)
I 3 \$	-	\$ -	\$ -
I 4 \$	14,122,232	\$ 16,489,697	\$ (2,367,465)
I 5 \$	12,196	\$ 12,195	\$ -
I 6 \$	-	\$ -	\$ -
I 7 \$	-	\$ -	\$ -
Total Market Value	\$ 15,645,268	\$ 18,028,652	\$ (2,383,385)

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. R11-26 of the City of Taylor.

Benjamin Serna 9/21/12

Investment Officer: *Olivia Benjamin* Date: 9/21/12
Investment Officer: _____ Date: _____



City Council Meeting September 27, 2012 Agenda Item Transmittal

Agenda Item #: 9

Agenda Title: Proclamation: National Night Out, October 2, 2012.

Council Action to be taken: Mayor will read Proclamation.

Initiating Department: Taylor Police Department

Staff Contact: **Daniel Ramsey, Interim Police Chief**
Beth Wilkes, Taylor Police Department

1. INTRODUCTION/PURPOSE

This item is added asking the Mayor to proclaim National Night Out on October 2, 2012, in an effort to promote the crime and drug prevention event in Taylor.

2. DESCRIPTION/ JUSTIFICATION

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 Target Corporation and 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 neighborhoods are organized and fighting back.

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

The event is scheduled for Tuesday, October 2nd from 7 pm to 10 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. RECOMMENDATION

Mayor will present proclamation.

6. REFERENCE FILES

9a. [Proclamation](#)

PROCLAMATION

National Night Out

WHEREAS, the National Association of Town Watch is sponsoring a national crime, drug and violence prevention program on October 2nd, 2012, entitled “National Night Out”; and

WHEREAS, the 29th 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 2, 2012 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 27th day of September, 2012.

Donald Hill, Mayor



***City Council Meeting
September 27, 2012
Agenda Item Transmittal***

Agenda Item #: 10
Agenda Title: Proclamation observing Arbor Day
Council Action to be taken: Mayor presents proclamation
Initiating Department: Parks and Recreation
Staff Contact: Mike De Vito, Parks Superintendent

1. INTRODUCTION/PURPOSE

To proclaim October, 20th, 2012, as Arbor Day.

2. DESCRIPTION/ JUSTIFICATION

This proclamation satisfies additional requirements for the Tree City USA program.

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

My plan is to have the Tree Advisory Board in place and to have this proclamation presented in time for this year's Arbor Day festivities, which will be held on Saturday, October 20th.

5. RECOMMENDATION

Staff requests the Mayor to present this proclamation.

6. REFERENCE FILES

10a. [Proclamation](#)

Proclamation

Arbor Day

Whereas, Arbor Day was first observed in 1872 with the planting of more than a million trees in Nebraska and is now observed throughout the nation and the world; and

Whereas, trees can help reduce wind and water erosion of topsoil, reduce heating and cooling costs, help clean the air, and provide habitat for wildlife; and

Whereas, trees are a renewable resource giving us paper, wood for construction, fuel for fires and all types of wood products; and

Whereas, trees in our city can help increase property values, enhance the economic appeal of business areas, and beautify our community; and

Now, therefore, as Mayor of the City of Taylor, I do hereby proclaim October 20, 2012 as

Arbor Day

in the City of Taylor, Texas as a way to celebrate and support the protection of our trees.

Proclaimed this 27th day of September, 2012.

Donald Hill, Mayor



City Council Meeting September 27, 2010 Agenda Item Transmittal

Agenda Item #: 11

Agenda Title: Consider and take action with respect to “Ordinance authorizing the issuance of City of Taylor, Texas General Obligation Refunding Bonds, Series 2012 approving an Official Statement, a Paying Agent/Registrar agreement, a Bond Purchase agreement and an Escrow agreement: establishing the procedures for selling and delivering the bonds; and authorizing other matters relating to the bonds.”

Council Action to be taken: Consider Approving Ordinance 2012-33 with the issuance of General Obligation Refunding Bonds, Series 2012

Initiating Department: Finance Department

Staff Contact: **Rosemarie Dennis, Finance Director**
Jim Dunaway, City Manager

1. INTRODUCTION/PURPOSE

The City’s financial advisor, Jennifer Douglas with Special Public Finance, Inc., has prepared a refunding analysis of the outstanding debt. Based on her review of the City’s outstanding debt, there is an opportunity for savings. The bonds suggested for refunding are the Combination Tax and Revenue Certificates of Obligations, Series 2003 and the General Obligation Bonds, Series 2005.

2. DESCRIPTION/ JUSTIFICATION

This action would bundle and defease the two bond issuances and roll them into one bond. The potential savings would be approximately \$557,424.64 over the next thirteen years. This refunding will not extend the life of the bonds that will be refunded.

Jennifer Douglas will be available at the meeting if council would has questions about the refunding process, and to answer any other questions that Council may have on this subject. Included in your packet is additional information for your review.

3. FINANCIAL/BUDGET

An annual savings will vary from year to year but should average around \$42,800.

4. TIMELINE CONSIDERATIONS

Approval of this ordinance tonight will allow a closing sometime in late November.

5. RECOMMENDATION

Staff recommends approving Ordinance 2012-33 authorizing the issuance of General Obligation Refunding Bonds, Series 2012 and directing the City Manager and/or the Mayor to act as pricing agent.

6. REFERENCE FILES

- 11a. [Taylor 2012 GO Refunding Timetable.](#)
- 11b. [Debt Service Schedule](#) of GO Refunding Bonds, Series 2012.
- 11c. [Ordinance 2012-33](#)



SPECIALIZED PUBLIC FINANCE INC.
FINANCIAL ADVISORY SERVICES

City of Taylor, Texas Summary Timetable for Issuance of General Obligation Refunding Bonds, Series 2012

- | | | |
|--------------------------------|---|--|
| Wednesday, September 26, 2012 | • | Draft Preliminary Official Statement is circulated by financial advisor for comment. |
| *Thursday, September 27, 2012* | • | City Council adopts an ordinance authorizing the issuance of the Bonds and directing the City Manager and/or Mayor to act as pricing agent if City Council parameters are met. |
| Week of October 1, 2012 | • | Rating agency call with City Staff. |
| Friday, October 19, 2012 | • | Preliminary Official Statement is electronically distributed by financial advisor. |
| | • | Ratings are received. |
| Wednesday, October 24, 2012 | • | Bonds are priced with underwriters by financial advisor (tentative date, based on market conditions.) |
| | • | Bonds are awarded to underwriter by signature of City Manager or Mayor, assuming parameters established by City Council are met. |
| Wednesday, November 21, 2012 | • | Closing. Bonds are delivered and existing bonds redeemed. |

* Requires Official Council Meeting.

Preliminary

City of Taylor, Texas

\$5,420,000 General Obligation Refunding Bonds, Series 2012

For Purposes of Illustration Only

Total Issue Sources And Uses

Dated 11/01/2012 | Delivered 12/12/2012

	Tax	W&S	Issue Summary
Sources Of Funds			
Par Amount of Bonds	\$3,960,000.00	\$1,460,000.00	\$5,420,000.00
Reoffering Premium	253,245.25	96,068.35	349,313.60
Accrued Interest from 11/01/2012 to 12/12/2012	13,159.86	4,572.64	17,732.50
Total Sources	\$4,226,405.11	\$1,560,640.99	\$5,787,046.10
Uses Of Funds			
Total Underwriter's Discount (0.700%)	27,720.00	10,220.00	37,940.00
Costs of Issuance	58,450.18	21,549.82	80,000.00
Gross Bond Insurance Premium	27,564.11	9,703.51	37,267.62
Deposit to Debt Service Fund	13,159.86	4,572.64	17,732.50
Deposit to Net Cash Escrow Fund	4,096,939.24	1,512,519.60	5,609,458.84
Rounding Amount	2,571.72	2,075.42	4,647.14
Total Uses	\$4,226,405.11	\$1,560,640.99	\$5,787,046.10

Preliminary

City of Taylor, Texas

\$5,420,000 General Obligation Refunding Bonds, Series 2012

For Purposes of Illustration Only

Debt Service Comparison

Date	Total P+I	Existing D/S	Net New D/S	Old Net D/S	Savings
09/30/2013	227,830.00	500,745.00	706,195.36	726,605.00	20,409.64
09/30/2014	173,600.00	494,175.00	667,775.00	720,035.00	52,260.00
09/30/2015	183,200.00	507,000.00	690,200.00	732,860.00	42,660.00
09/30/2016	417,600.00	258,400.00	676,000.00	724,260.00	48,260.00
09/30/2017	417,300.00	249,000.00	666,300.00	715,020.00	48,720.00
09/30/2018	536,900.00	119,600.00	656,500.00	704,995.00	48,495.00
09/30/2019	705,050.00	-	705,050.00	749,155.00	44,105.00
09/30/2020	692,800.00	-	692,800.00	740,675.00	47,875.00
09/30/2021	890,400.00	-	890,400.00	935,817.50	45,417.50
09/30/2022	891,550.00	-	891,550.00	941,895.00	50,345.00
09/30/2023	996,950.00	-	996,950.00	1,045,955.00	49,005.00
09/30/2024	323,450.00	-	323,450.00	353,217.50	29,767.50
09/30/2025	319,300.00	-	319,300.00	349,405.00	30,105.00
Total	\$6,775,930.00	\$2,128,920.00	\$8,882,470.36	\$9,439,895.00	\$557,424.64

PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings	457,658.60
Net PV Cashflow Savings @ 2.463%(AIC)	457,658.60
Accrued Interest Credit to Debt Service Fund	17,732.50
Contingency or Rounding Amount	4,647.14
Net Present Value Benefit	\$480,038.24
Net PV Benefit / \$5,230,000 Refunded Principal	9.179%

Refunding Bond Information

Refunding Dated Date	11/01/2012
Refunding Delivery Date	12/12/2012

Preliminary

City of Taylor, Texas

General Obligation Refunding Bonds, Series 2012

For Purposes of Illustration Only

Tax Portion

Debt Service Comparison

Date	Total P+I	Existing D/S	Net New D/S	Old Net D/S	Savings
09/30/2013	176,156.11	344,386.58	504,811.11	505,599.48	788.37
09/30/2014	128,850.00	336,630.00	465,480.00	497,842.90	32,362.90
09/30/2015	133,550.00	351,902.72	485,452.72	513,115.62	27,662.90
09/30/2016	213,150.00	258,400.00	471,550.00	503,996.90	32,446.90
09/30/2017	216,150.00	249,000.00	465,150.00	494,653.16	29,503.16
09/30/2018	334,050.00	119,600.00	453,650.00	485,033.40	31,383.40
09/30/2019	502,300.00	-	502,300.00	530,127.10	27,827.10
09/30/2020	490,300.00	-	490,300.00	519,624.10	29,324.10
09/30/2021	688,300.00	-	688,300.00	716,690.72	28,390.72
09/30/2022	690,000.00	-	690,000.00	721,745.36	31,745.36
09/30/2023	796,100.00	-	796,100.00	825,426.06	29,326.06
09/30/2024	323,450.00	-	323,450.00	353,217.50	29,767.50
09/30/2025	319,300.00	-	319,300.00	349,405.00	30,105.00
Total	\$5,011,656.11	\$1,659,919.30	\$6,655,843.83	\$7,016,477.30	\$360,633.47

PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings	290,245.98
Net PV Cashflow Savings @ 2.518%(AIC)	290,245.98
Accrued Interest Credit to Debt Service Fund	13,159.86
Contingency or Rounding Amount	2,571.72
Net Present Value Benefit	\$305,977.56
Net PV Benefit / \$3,820,826 Refunded Principal	8.008%

Refunding Bond Information

Refunding Dated Date	11/01/2012
Refunding Delivery Date	12/12/2012

Preliminary

City of Taylor, Texas

General Obligation Refunding Bonds, Series 2012

For Purposes of Illustration Only

W&S Portion

Debt Service Comparison

Date	Total P+I	Existing D/S	Net New D/S	Old Net D/S	Savings
09/30/2013	51,673.89	156,358.42	201,384.25	221,005.52	19,621.27
09/30/2014	44,750.00	157,545.00	202,295.00	222,192.10	19,897.10
09/30/2015	49,650.00	155,097.28	204,747.28	219,744.38	14,997.10
09/30/2016	204,450.00	-	204,450.00	220,263.10	15,813.10
09/30/2017	201,150.00	-	201,150.00	220,366.84	19,216.84
09/30/2018	202,850.00	-	202,850.00	219,961.60	17,111.60
09/30/2019	202,750.00	-	202,750.00	219,027.90	16,277.90
09/30/2020	202,500.00	-	202,500.00	221,050.90	18,550.90
09/30/2021	202,100.00	-	202,100.00	219,126.78	17,026.78
09/30/2022	201,550.00	-	201,550.00	220,149.64	18,599.64
09/30/2023	200,850.00	-	200,850.00	220,528.94	19,678.94
Total	\$1,764,273.89	\$469,000.70	\$2,226,626.53	\$2,423,417.70	\$196,791.17

PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings	167,928.99
Net PV Cashflow Savings @ 2.284%(AIC)	167,928.99
Accrued Interest Credit to Debt Service Fund	4,572.64
Contingency or Rounding Amount	2,075.42
Net Present Value Benefit	\$174,577.05
Net PV Benefit / \$1,449,174 Refunded Principal	12.047%

Refunding Bond Information

Refunding Dated Date	11/01/2012
Refunding Delivery Date	12/12/2012

Preliminary

City of Taylor, Texas

\$5,420,000 General Obligation Refunding Bonds, Series 2012

For Purposes of Illustration Only

Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	Dollar Price
08/15/2013	Serial Coupon	2.000%	0.500%	105,000.00	101.009%	106,059.45
08/15/2014	Serial Coupon	2.000%	0.650%	20,000.00	102.244%	20,448.80
08/15/2015	Serial Coupon	2.000%	0.770%	30,000.00	103.249%	30,974.70
08/15/2016	Serial Coupon	2.000%	0.900%	265,000.00	103.967%	275,512.55
08/15/2017	Serial Coupon	2.000%	1.100%	270,000.00	104.089%	281,040.30
08/15/2018	Serial Coupon	3.000%	1.350%	395,000.00	108.983%	430,482.85
08/15/2019	Serial Coupon	3.000%	1.600%	575,000.00	108.828%	625,761.00
08/15/2020	Serial Coupon	3.000%	1.850%	580,000.00	108.191%	627,507.80
08/15/2021	Serial Coupon	3.000%	2.060%	795,000.00	107.430%	854,068.50
08/15/2022	Serial Coupon	3.000%	2.190%	820,000.00	106.366% c	872,201.20
08/15/2023	Serial Coupon	3.000%	2.290%	950,000.00	105.555% c	1,002,772.50
08/15/2024	Serial Coupon	3.000%	2.370%	305,000.00	104.911% c	319,978.55
08/15/2025	Serial Coupon	3.000%	2.480%	310,000.00	104.034% c	322,505.40
Total	-	-	-	\$5,420,000.00	-	\$5,769,313.60

Bid Information

Par Amount of Bonds	\$5,420,000.00
Reoffering Premium or (Discount)	349,313.60
Gross Production	\$5,769,313.60
Total Underwriter's Discount (0.700%)	\$(37,940.00)
Bid (105.745%)	5,731,373.60
Accrued Interest from 11/01/2012 to 12/12/2012	17,732.50
Total Purchase Price	\$5,749,106.10
Bond Year Dollars	\$45,413.50
Average Life	8.379 Years
Average Coupon	2.9857421%
Net Interest Cost (NIC)	2.3001011%
True Interest Cost (TIC)	2.1916243%

Preliminary

City of Taylor, Texas

\$5,420,000 General Obligation Refunding Bonds, Series 2012

For Purposes of Illustration Only

Debt Service Schedule

Part 1 of 2

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
12/12/2012	-	-	-	-	-
02/15/2013	-	-	44,980.00	44,980.00	-
08/15/2013	105,000.00	2.000%	77,850.00	182,850.00	-
09/30/2013	-	-	-	-	227,830.00
02/15/2014	-	-	76,800.00	76,800.00	-
08/15/2014	20,000.00	2.000%	76,800.00	96,800.00	-
09/30/2014	-	-	-	-	173,600.00
02/15/2015	-	-	76,600.00	76,600.00	-
08/15/2015	30,000.00	2.000%	76,600.00	106,600.00	-
09/30/2015	-	-	-	-	183,200.00
02/15/2016	-	-	76,300.00	76,300.00	-
08/15/2016	265,000.00	2.000%	76,300.00	341,300.00	-
09/30/2016	-	-	-	-	417,600.00
02/15/2017	-	-	73,650.00	73,650.00	-
08/15/2017	270,000.00	2.000%	73,650.00	343,650.00	-
09/30/2017	-	-	-	-	417,300.00
02/15/2018	-	-	70,950.00	70,950.00	-
08/15/2018	395,000.00	3.000%	70,950.00	465,950.00	-
09/30/2018	-	-	-	-	536,900.00
02/15/2019	-	-	65,025.00	65,025.00	-
08/15/2019	575,000.00	3.000%	65,025.00	640,025.00	-
09/30/2019	-	-	-	-	705,050.00
02/15/2020	-	-	56,400.00	56,400.00	-
08/15/2020	580,000.00	3.000%	56,400.00	636,400.00	-
09/30/2020	-	-	-	-	692,800.00
02/15/2021	-	-	47,700.00	47,700.00	-
08/15/2021	795,000.00	3.000%	47,700.00	842,700.00	-
09/30/2021	-	-	-	-	890,400.00
02/15/2022	-	-	35,775.00	35,775.00	-
08/15/2022	820,000.00	3.000%	35,775.00	855,775.00	-
09/30/2022	-	-	-	-	891,550.00
02/15/2023	-	-	23,475.00	23,475.00	-
08/15/2023	950,000.00	3.000%	23,475.00	973,475.00	-
09/30/2023	-	-	-	-	996,950.00
02/15/2024	-	-	9,225.00	9,225.00	-
08/15/2024	305,000.00	3.000%	9,225.00	314,225.00	-
09/30/2024	-	-	-	-	323,450.00
02/15/2025	-	-	4,650.00	4,650.00	-
08/15/2025	310,000.00	3.000%	4,650.00	314,650.00	-
09/30/2025	-	-	-	-	319,300.00
Total	\$5,420,000.00	-	\$1,355,930.00	\$6,775,930.00	-

Preliminary

City of Taylor, Texas

\$5,420,000 General Obligation Refunding Bonds, Series 2012

For Purposes of Illustration Only

Debt Service Schedule

Part 2 of 2

Yield Statistics

Accrued Interest from 11/01/2012 to 12/12/2012	17,732.50
Bond Year Dollars	\$45,413.50
Average Life	8.379 Years
Average Coupon	2.9857421%
Net Interest Cost (NIC)	2.3001011%
True Interest Cost (TIC)	2.1916243%
Bond Yield for Arbitrage Purposes	2.0984226%
All Inclusive Cost (AIC)	2.4632552%

IRS Form 8038

Net Interest Cost	2.0462420%
Weighted Average Maturity	8.377 Years

Preliminary

City of Taylor, Texas

\$5,420,000 General Obligation Refunding Bonds, Series 2012

For Purposes of Illustration Only

Escrow Fund Cashflow

Date	Principal	Rate	Interest	Receipts	Disbursements	Cash Balance
12/12/2012	-	-	-	1.84	-	1.84
02/15/2013	111,804.00	0.080%	1,126.20	112,930.20	112,930.00	2.04
08/15/2013	2,342,734.00	0.130%	5,195.55	2,347,929.55	2,347,930.00	1.59
02/15/2014	59,936.00	0.160%	3,142.93	63,078.93	63,078.75	1.77
08/15/2014	3,094,983.00	0.200%	3,094.98	3,098,077.98	3,098,078.75	1.00
Total	\$5,609,457.00	-	\$12,559.66	\$5,622,018.50	\$5,622,017.50	-

Investment Parameters

Investment Model [PV, GIC, or Securities]	Securities
Default investment yield target	Bond Yield
Cash Deposit	1.84
Cost of Investments Purchased with Bond Proceeds	5,609,457.00
Total Cost of Investments	\$5,609,458.84
Target Cost of Investments at bond yield	\$5,480,771.85
Actual positive or (negative) arbitrage	(128,686.99)
Yield to Receipt	0.1831959%
Yield for Arbitrage Purposes	2.0984226%
State and Local Government Series (SLGS) rates for	9/11/2012

Preliminary

City of Taylor, Texas

\$5,420,000 General Obligation Refunding Bonds, Series 2012

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Summary Of Bonds Refunded

Issue	Purpose	Maturity	Type	of Bond	Coupon	Maturity Value	Call Date	Call Price
Dated 8/15/2007 Delivered 8/15/2007								
03 CO - 65% W&S	Tax	08/15/2016	Serial	Coupon	4.100%	84,384	08/15/2013	100.000%
03 CO - 65% W&S	Tax	08/15/2017	Serial	Coupon	4.250%	87,900	08/15/2013	100.000%
03 CO - 65% W&S	Tax	08/15/2018	Term 1	Coupon	4.400%	91,416	08/15/2013	100.000%
03 CO - 65% W&S	Tax	08/15/2019	Term 1	Coupon	4.400%	94,932	08/15/2013	100.000%
03 CO - 65% W&S	Tax	08/15/2020	Term 2	Coupon	4.550%	100,206	08/15/2013	100.000%
03 CO - 65% W&S	Tax	08/15/2021	Term 2	Coupon	4.550%	103,722	08/15/2013	100.000%
03 CO - 65% W&S	Tax	08/15/2022	Term 3	Coupon	4.650%	108,996	08/15/2013	100.000%
03 CO - 65% W&S	Tax	08/15/2023	Term 3	Coupon	4.650%	114,270	08/15/2013	100.000%
Subtotal		-	-	-	-	\$785,826	-	-
Dated 8/15/2007 Delivered 8/15/2007								
05 GO	Single Purpose	08/15/2018	Serial	Coupon	4.000%	120,000	08/15/2014	100.000%
05 GO	Single Purpose	08/15/2019	Serial	Coupon	4.000%	290,000	08/15/2014	100.000%
05 GO	Single Purpose	08/15/2020	Term 1	Coupon	4.100%	290,000	08/15/2014	100.000%
05 GO	Single Purpose	08/15/2021	Term 1	Coupon	4.100%	500,000	08/15/2014	100.000%
05 GO	Single Purpose	08/15/2022	Term 1	Coupon	4.100%	525,000	08/15/2014	100.000%
05 GO	Single Purpose	08/15/2023	Term 2	Coupon	4.250%	650,000	08/15/2014	100.000%
05 GO	Single Purpose	08/15/2024	Term 2	Coupon	4.250%	325,000	08/15/2014	100.000%
05 GO	Single Purpose	08/15/2025	Term 3	Coupon	4.300%	335,000	08/15/2014	100.000%
Subtotal		-	-	-	-	\$3,035,000	-	-
Dated 8/15/2007 Delivered 8/15/2007								
03 CO - 65% W&S	WW & SS	08/15/2016	Serial	Coupon	4.100%	155,616	08/15/2013	100.000%
03 CO - 65% W&S	WW & SS	08/15/2017	Serial	Coupon	4.250%	162,100	08/15/2013	100.000%
03 CO - 65% W&S	WW & SS	08/15/2018	Term 1	Coupon	4.400%	168,584	08/15/2013	100.000%
03 CO - 65% W&S	WW & SS	08/15/2019	Term 1	Coupon	4.400%	175,068	08/15/2013	100.000%
03 CO - 65% W&S	WW & SS	08/15/2020	Term 2	Coupon	4.550%	184,794	08/15/2013	100.000%
03 CO - 65% W&S	WW & SS	08/15/2021	Term 2	Coupon	4.550%	191,278	08/15/2013	100.000%
03 CO - 65% W&S	WW & SS	08/15/2022	Term 3	Coupon	4.650%	201,004	08/15/2013	100.000%
03 CO - 65% W&S	WW & SS	08/15/2023	Term 3	Coupon	4.650%	210,730	08/15/2013	100.000%
Subtotal		-	-	-	-	\$1,449,174	-	-
Total		-	-	-	-	\$5,270,000	-	-

Preliminary

City of Taylor, Texas

\$5,420,000 General Obligation Refunding Bonds, Series 2012

For Purposes of Illustration Only

Debt Service To Maturity And To Call

Date	Refunded Bonds	Interest to Call	D/S To Call	Principal	Interest	Refunded D/S
02/15/2013	-	112,930.00	112,930.00	-	112,930.00	112,930.00
08/15/2013	2,235,000.00	112,930.00	2,347,930.00	-	112,930.00	112,930.00
02/15/2014	-	63,078.75	63,078.75	-	112,930.00	112,930.00
08/15/2014	3,035,000.00	63,078.75	3,098,078.75	-	112,930.00	112,930.00
02/15/2015	-	-	-	-	112,930.00	112,930.00
08/15/2015	-	-	-	-	112,930.00	112,930.00
02/15/2016	-	-	-	-	112,930.00	112,930.00
08/15/2016	-	-	-	240,000.00	112,930.00	352,930.00
02/15/2017	-	-	-	-	108,010.00	108,010.00
08/15/2017	-	-	-	250,000.00	108,010.00	358,010.00
02/15/2018	-	-	-	-	102,697.50	102,697.50
08/15/2018	-	-	-	380,000.00	102,697.50	482,697.50
02/15/2019	-	-	-	-	94,577.50	94,577.50
08/15/2019	-	-	-	560,000.00	94,577.50	654,577.50
02/15/2020	-	-	-	-	82,837.50	82,837.50
08/15/2020	-	-	-	575,000.00	82,837.50	657,837.50
02/15/2021	-	-	-	-	70,408.75	70,408.75
08/15/2021	-	-	-	795,000.00	70,408.75	865,408.75
02/15/2022	-	-	-	-	53,447.50	53,447.50
08/15/2022	-	-	-	835,000.00	53,447.50	888,447.50
02/15/2023	-	-	-	-	35,477.50	35,477.50
08/15/2023	-	-	-	975,000.00	35,477.50	1,010,477.50
02/15/2024	-	-	-	-	14,108.75	14,108.75
08/15/2024	-	-	-	325,000.00	14,108.75	339,108.75
02/15/2025	-	-	-	-	7,202.50	7,202.50
08/15/2025	-	-	-	335,000.00	7,202.50	342,202.50
Total	\$5,270,000.00	\$352,017.50	\$5,622,017.50	\$5,270,000.00	\$2,040,975.00	\$7,310,975.00

Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	11/01/2012
Average Life	8.801 Years
Average Coupon	4.4003179%
Weighted Average Maturity (Par Basis)	8.687 Years

Refunding Bond Information

Refunding Dated Date	11/01/2012
Refunding Delivery Date	12/12/2012

**ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF TAYLOR, TEXAS
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2012 APPROVING AN
OFFICIAL STATEMENT, A PAYING AGENT/REGISTRAR AGREEMENT, A BOND
PURCHASE AGREEMENT AND AN ESCROW AGREEMENT; ESTABLISHING THE
PROCEDURES FOR SELLING AND DELIVERING THE BONDS; AND
AUTHORIZING OTHER MATTERS RELATING TO THE BONDS**

Adopted September 27, 2012

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ORDINANCE NO. 2012-__

**ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF TAYLOR, TEXAS
GENERAL OBLIGATION REFUNDING BOND, SERIES 2012 APPROVING AN
OFFICIAL STATEMENT, A PAYING AGENT/REGISTRAR AGREEMENT, A BOND
PURCHASE AGREEMENT AND AN ESCROW AGREEMENT; ESTABLISHING THE
PROCEDURES FOR SELLING AND DELIVERING THE BONDS; AND
AUTHORIZING OTHER MATTERS RELATING TO THE BONDS**

**THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §
CITY OF TAYLOR §**

WHEREAS, the City of Taylor, Texas (the "City") has previously issued several series of obligations payable from ad valorem taxes, including:

City of Taylor, Texas Combination Tax and Revenue Certificates of Obligations, Series 2003 (the "Series 2003 Certificates"); and

City of Taylor, Texas General Obligation Bonds, Series 2005 (the "Series 2005 Bonds"); and

WHEREAS, the City Council of the City deems it advisable and in the best interest of the City to refund the Refunded Obligations, as defined in Exhibit "A" attached hereto, in order to achieve a net present value debt service savings of not less than 3.0% of the principal amount of the Refunded Obligations net of any City contribution with such savings, among other information and terms to be included in a pricing certificate to be executed by the City Manager, acting as the designated pricing officer of the City, or, in the absence of the City Manager, the City's Finance Director, all in accordance with the provisions of Chapter 1207, including 1207.007 thereof; and

WHEREAS, Chapter 1207, Texas Government Code, as amended ("Chapter 1207") authorizes the City to issue refunding bonds and to deposit the proceeds from the sale thereof together with any other available funds or resources, directly with a place of payment (paying agent) for the Refunded Obligations or with a trust company or commercial bank that does not act as depository for the City, and such deposit, if made before such payment dates, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Obligations; and

WHEREAS, Chapter 1207 further authorizes the City to enter into an escrow agreement with a paying agent for the Refunded Obligations or with a trust company or commercial bank that does not act as depository for the City with respect to the safekeeping, investment, reinvestment,

administration and disposition of any such deposit, upon such terms and conditions as the City and such escrow agent may agree, provided that such deposits may be invested and reinvested in Defeasance Securities, as defined herein; and

WHEREAS, the Escrow Agreement hereinafter authorized, constitutes an agreement of the kind authorized and permitted by said Chapter 1207; and

WHEREAS, all the Refunded Obligations mature or are subject to redemption prior to maturity within 20 years of the date of the bonds hereinafter authorized: and

WHEREAS, the Bonds authorized by this Ordinance are being issued and delivered pursuant to the City Charter and Chapter 1207 of the Texas Government Code, as amended, and other applicable laws: and

WHEREAS, it is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and public notice of the time, place and purpose of the meeting was given, all as required by Chapter 551, Texas Government Code.

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

Section 1. RECITALS. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section.

Section 2. DEFINITIONS. For all purposes of this Ordinance, except as otherwise expressly provided or unless the context otherwise requires, the terms defined in Exhibit "A" to this Ordinance have the meanings assigned to them in Exhibit "A".

Section 3. AMOUNT, NAME, PURPOSE, AND AUTHORIZATION. The Bonds, each to be designated the "**CITY OF TAYLOR, TEXAS GENERAL OBLIGATION REFUNDING BOND, SERIES 2012**", is hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, particularly Chapter 1207, Texas Government Code, as amended, and the Charter of the City. The Bonds shall be issued in the aggregate principal amount not to exceed \$7,400,000 for the purpose of providing funds for (i) refunding the Refunded Obligations and (ii) paying the costs of issuing the Bonds.

Section 4. DATE, DENOMINATION, MATURITIES, NUMBERS, INTEREST AND REDEMPTION. (a) Initially there shall be issued, sold, and delivered hereunder fully registered bonds, without interest coupons, which may be in the form of Current Interest Bonds or Premium Compound Interest Bonds, numbered consecutively from R-1 upward, in the case of Current Interest Bonds, and from PC-1 upward, in the case of Premium Compound Interest Bonds (except the Initial Bond delivered to the Attorney General of the State of Texas which shall be numbered T-1 and TPC-1 respectively) payable to the respective initial Registered Owners thereof, or to the registered assignee or assignees of said Bonds or any portion or portions thereof, in Authorized Denominations, maturing not later than August 15, 2025, serially or otherwise on the

dates, in the years and in the principal amounts, respectively, and dated, as all set forth in the Pricing Certificate to be executed and delivered by the Pricing Officer pursuant to subsection (b) of this section. The Pricing Certificate is hereby incorporated in and made a part of this Ordinance and shall be filed in the minutes of the City Council as part of this Ordinance. The Bonds shall be designated by the year in which they are awarded. No Bonds shall be issued under this Ordinance after the close of business 5:00 P.M. central daylight savings time on March 27, 2013.

(b) As authorized by Section 1207.007, Texas Government Code, as amended, the Pricing Officer is hereby authorized to act on behalf of the City in selling and delivering the Bonds, determining which of the Refundable Obligations shall be refunded and constitute Refunded Obligations under this Ordinance and carrying out the other procedures specified in this Ordinance, including determining the date of the Bonds, any additional or different designation or title by which the Bonds shall be known, the price at which the Bonds will be sold, the years in which the Bonds will mature, the principal amount to mature in each of such years, the aggregate principal amount of Current Interest Bonds and Premium Compound Interest Bonds, the rate of interest to be borne by each such maturity, the interest payment periods, the dates, price, and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the City, as well as any mandatory sinking fund redemption provisions, and all other matters relating to the issuance, sale, and delivery of the Bonds and the refunding of the Refunded Obligations, all of which shall be specified in the Pricing Certificate; provided that (i) the price to be paid for the Bonds shall not be less than 95% of the aggregate original principal amount thereof plus accrued interest thereon from its date to its delivery, (ii) none of the Bonds shall bear interest at a rate, or yield in the case of Premium Compound Interest Bonds, greater than the maximum authorized by law, and (iii) the refunding must produce a net present value debt service savings of at least 3.0% of the principal amount of the Refunded Obligations, net of any City contribution. In establishing the aggregate principal amount of the Bonds, the Pricing Officer shall establish an amount not to exceed the amount authorized in Section 3, which shall be sufficient to provide for the purposes for which the Bonds are authorized and to pay the costs of issuing the Bonds. The Bonds shall be sold by negotiated sale to the underwriter pursuant to a bond purchase agreement at such price, with and subject to such terms, as determined by the Pricing Certificate. The Pricing Officer may not execute a Pricing Certificate unless the minimum required savings as described in this subsection is achieved. The Pricing Officer shall designate the senior managing underwriter for the Bonds and any other co-managers as the Pricing Officer deems appropriate to assure that the Bonds are sold on the most advantageous terms.

(c) The Current Interest Bonds shall bear interest calculated on the basis of a 360-day year composed of twelve 30-day months from the dates specified in the FORM OF BONDS set forth in this Ordinance to their respective dates of maturity or redemption at the rates per annum set forth in the Pricing Certificate.

The Premium Compound Interest Bonds shall bear interest from the Issuance Date, calculated on the basis of a 360-day year composed of twelve 30-day months (subject to rounding to the Compounded Amounts thereof), compounded on the Compounding Dates as set forth in the Pricing Certificate, and payable, together with the principal amount thereof, in the manner provided in the Form of Bonds at the rates set forth in the Pricing Certificate. Attached to the Pricing

Certificate, if Premium Compound Interest Bonds are to be issued, shall be the Accretion Table. The Accreted Value with respect to any date other than a Compounding Date is the amount set forth on the Accretion Table with respect to the last preceding Compounding Date, plus the portion of the difference between such amount and the amount set forth on the Accretion Table with respect to the next succeeding Compounding Date that the number of days (based on 30-day months) from such last preceding Compounding Date to the date for which such determination is being calculated bears to the total number of days (based on 30-day months) from such last preceding Compounding Date to the next succeeding Compounding Date.

Section 5. REDEMPTION. (a) Right of Redemption. The City reserves the right, at its option, to redeem the Bonds as set forth in the FORM OF BOND and the Pricing Certificate. The City, at least thirty (30) days before the date of any optional redemption, shall notify the Paying Agent/Registrar of such redemption date and of the amount and maturity of the Bonds to be redeemed.

(b) Notice of Redemption to Bondholder. The Paying Agent/Registrar shall give notice of any redemption of the Bonds by sending notice by first class United States mail, postage prepaid, not less than twenty (20) days before the date fixed for redemption, to the Bondholder at the address shown in the Register. The notice shall state among other things, the redemption date, the redemption price, the place at which the Bonds are to be surrendered for payment, and that the Bonds so called for redemption shall cease to bear interest after the redemption date. Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Bondholder receives such notice. With respect to any optional redemption of the Bonds, unless certain prerequisites to such redemption required by or this Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the City, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

(c) Effect of Redemption. Notice of redemption having been given as provided in this Section, the Bonds called for redemption shall become due and payable on the date fixed for redemption and, unless the City defaults in the payment of the principal thereof or accrued interest thereon, such Bonds thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bond is presented and surrendered for payment on such date. If the Bonds thereof called for redemption are not so paid upon presentation and surrender thereof for redemption, such Bonds thereof shall continue to bear interest at the rate stated on the Bond until paid or until due provision is made for the payment of same.

Section 6. CHARACTERISTICS OF THE BONDS. (a) Registration, Transfer, Conversion and Exchange; Authentication. The City shall keep or cause to be kept at The Bank of New York Mellon Trust Company, N.A., Dallas, Texas (the "Paying Agent/Registrar") books or records for the registration of the transfer, conversion and exchange of the Bonds (the "Register"), and the City hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such Bonds or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the City and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided within three days of presentation in due and proper form. The Paying Agent/Registrar shall obtain and record in the Register the address of the Registered Owner of each Bond to which payments with respect to the Bond shall be mailed, as herein provided; but it shall be the duty of each Registered Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The City shall have the right to inspect the Register during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Register confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Paying Agent/Registrar shall make a copy of the Register available in the State of Texas. The City shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Bond. Registration of assignments, transfers, conversions and exchanges of Bonds shall be made in the manner provided and with the effect stated in the FORM OF BOND set forth in this Ordinance. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond.

Except as provided in subsection (c) hereof, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign the Bond, and no such Bond shall be deemed to be issued or outstanding unless such Bond is so executed. The Paying Agent/Registrar promptly shall cancel all paid Bonds and Bonds surrendered for conversion and exchange. No additional ordinances, orders, or resolutions need be passed or adopted by the City Council or any other body or person so as to accomplish the foregoing conversion and exchange of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Bond in the manner prescribed herein, and the Bonds shall be typewritten, photocopied, printed, lithographed, engraved or produced in any other similar manner, all as determined by the officers executing such bond as evidenced by their execution thereof. Pursuant to Chapter 1201, Texas Government Code, as amended, and particularly Subchapter D thereof, the duty of conversion and exchange of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of the Bonds, the converted and exchanged Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bond which initially was issued and delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(b) Payment of Principal and Interest. The City hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bond, all as provided in this Ordinance and in the Pricing Certificate. The Paying Agent/Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect to the Bond, and of all conversions and exchanges of Bonds, and all replacements of Bonds, as provided

in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) Business Days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Registered Owner appearing on the Register at the close of business on the last Business Day next preceding the date of mailing of such notice.

(c) In General. The Bonds (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bonds to be payable only to the Registered Owner, (ii) may be transferred and assigned, (iii) may be converted and exchanged for another Bond, (iv) shall have the characteristics, (v) shall be signed, sealed, executed and authenticated, (vi) shall be payable as to principal and interest and (vii) shall be administered and the Paying Agent/Registrar and the City shall have certain duties and responsibilities with respect to the Bonds, all as provided, and in the manner and to the effect as required or indicated, in the Pricing Certificate and the FORM OF BONDS set forth in this Ordinance. The Bond initially issued and delivered pursuant to this Ordinance is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Bond issued in exchange for any Bond issued under this Ordinance the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF BONDS. On the closing date, the initial Bond representing the entire principal amount of the Bonds, payable to the underwriter, executed by manual or facsimile signature of the Mayor and City Clerk, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, and with the date of delivery inserted thereon by the Paying Agent/Registrar, will be delivered to the underwriter.

(d) Substitute Paying Agent/Registrar. The City covenants with the Registered Owners of the Bonds that at all times while the Bonds are outstanding the City will provide a competent and legally qualified bank, trust company, financial institution, or other agency to act as and perform the services of Paying Agent/Registrar for the Bonds under this Ordinance, and that the Paying Agent/Registrar will be one entity. The City reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 30 days written notice to the Paying Agent/Registrar, to be effective at such time which will not disrupt or delay payment on the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the City covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Register (or a copy thereof), along with all other pertinent Bonds and records relating to the Bonds, to the new Paying Agent/Registrar designated and appointed by the City. Upon any change in the Paying Agent/Registrar, the City promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each Registered Owner of the Bonds, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing

as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(e) Book-Entry-Only System. The Bonds issued in exchange for the Bonds initially issued as provided in Section 6(i) shall be issued in the form of a separate single fully registered Bond for each of the maturities thereof registered in the name of Cede & Co., as nominee of the Depository Trust Company of New York ("DTC") and except as provided in subsection (f) hereof, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC participants (the "DTC Participant") or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede&Co. Or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a Registered Owner, as shown on the Registration Books, of any notice with respect to the Bonds, or (iii) the payment to any DTC Participant or any person, other than a Registered Owner, as shown in the Registration Books of any amount with respect to principal of or interest on the Bonds. Notwithstanding any other provision of this Ordinance to the contrary, but to the extent permitted by law, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person whose name each Bond is registered in the registration Books as the absolute owner of such Bond for the purpose of payment of principal of and interest, with respect to such Bond, for the purposes of registering transfers with respect to such Bond, and for all other purposes of registering transfers with respect to such Bonds, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the respective Registered Owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Registration Books, shall receive a Bond evidencing the obligation of the City to make payments of principal, and interest pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the registered owner at the close of business on the Record Date the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(f) Successor Securities Depository; Transfer Outside Book-Entry-Only System. In the event that the City determines to discontinue the book-entry system through DTC or a successor or DTC determines to discontinue providing its services with respect to the Bonds, the City shall either (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the

availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but shall be registered in the name of the successor securities depository, or its nominee, or in whatever name or names the Registered Owner transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance.

(g) Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Letter of Representations of the City to DTC.

(h) DTC Blanket Letter of Representations. The City confirms execution of a Blanket Letter of Representations with DTC establishing the Book-Entry-Only System which will be utilized with respect to the Bonds.

(i) Cancellation of Initial Bond. On the Closing Date, one initial Bond representing the entire principal amount of the Bonds, payable in stated installments to the order of the underwriter of the Bonds or its designee, executed by manual or facsimile signature of the Mayor and City Clerk, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to such underwriter or its designee. Upon payment for the initial Bond, the Paying Agent/Registrar shall cancel the initial Bond and deliver to DTC or the Paying Agent/Registrar on behalf of such underwriter one registered definitive Bond for each year of maturity of the Bonds, in the aggregate principal amount of all the Bonds for such maturity.

Section 7. FORM OF BONDS. The form of the Bonds, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment, and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Bonds initially issued and delivered pursuant to this Ordinance shall be, respectively, substantially as follows, with such appropriate variations, omissions, or insertions as are permitted or required by this Ordinance.

FORM OF BONDS

(All blanks and any appropriate or necessary insertions or deletions, to be completed as determined by the Pricing Officer in the Pricing Certificate)

R-	UNITED STATES OF AMERICA STATE OF TEXAS CITY OF TAYLOR, TEXAS GENERAL OBLIGATION REFUNDING BOND, SERIES 2012	PRINCIPAL AMOUNT \$ _____
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[FORM OF FIRST PARAGRAPHS OF CURRENT INTEREST BONDS]

INTEREST RATE MATURITY DATE DATE OF BOND CUSIP NO.

REGISTERED OWNER:

PRINCIPAL AMOUNT: _____ **DOLLARS**

ON THE MATURITY DATE specified above, the **CITY OF TAYLOR, TEXAS** (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), the Principal Amount specified above, and to pay interest thereon (calculated on the basis of a 360-day year of twelve 30-day months) from _____ at the Interest Rate per annum specified above, payable on _____, and semiannually on each _____ and _____ thereafter to the Maturity Date specified above, or the date of redemption prior to maturity; except that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full. Notwithstanding the foregoing, during any period in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, any payment to the securities depository, or its nominee or registered assigns, shall be made in accordance with existing arrangements between the Issuer and the securities depository.

THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Bond shall be paid to the Registered Owner hereof upon presentation and surrender of this Bond at maturity or upon the date fixed for its redemption prior to maturity, at the designated office for payment of The Bank of New York Mellon Trust Company, N.A., Dallas, Texas which is the "Paying Agent/Registrar" for this Bond. The payment of interest on this Bond shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each interest payment date by check, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the Ordinance authorizing the issuance of this Bond (the "Bond Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the Registered Owner hereof, at its address as it appeared on the last business day of the month next preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In the event of a non-payment of interest on a scheduled payment date, and for 30 days

thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date" which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each Registered Owner appearing on the Registration Books of the Paying Agent/Registrar at the close of business on the last business day next preceding the date of mailing of such notice. Any accrued interest due upon the redemption of this Bond prior to maturity as provided herein shall be paid to the Registered Owner upon presentation and surrender of this Bond for redemption and payment at the principal office for payment of the Paying Agent/Registrar (unless the redemption date is a regularly scheduled interest payment date, in which case accrued interest on such redeemed Bonds shall be payable in the regular manner described above). The Issuer covenants with the Registered Owner of this Bond that on or before each principal payment date, interest payment date, and accrued interest payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" referred to in and maintained by the Bond Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bonds, when due. Terms used in this Bond and not otherwise defined shall have the meaning given in the Bond Ordinance.

DURING ANY PERIOD in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, if fewer than all of the Bonds of the same maturity and bearing the same interest rate are to be redeemed, the particular Bonds of such maturity and bearing such interest rate shall be selected in accordance with the arrangements between the Issuer and the securities depository.

**[FORM OF FIRST PARAGRAPHS
OF PREMIUM COMPOUND INTEREST BOND]**

NO. PC-

**MATURITY
AMOUNT
\$_____**

INTEREST RATE

ISSUANCE DATE

DATE OF BONDS

MATURITY DATE

REGISTERED OWNER:

MATURITY AMOUNT:

ON THE MATURITY DATE SPECIFIED ABOVE, CITY OF TAYLOR, TEXAS (the "City"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "Registered Owner") the Maturity Amount set forth above, representing the principal amount

hereof and accrued and compounded interest hereon. Interest shall accrue on the principal amount hereof from the Issuance Date at the interest rate per annum specified above, calculated on the basis of a 360 day year comprised of twelve 30 day months, compounded semiannually on _____ and _____ of each year commencing _____. For convenience of reference a table of the "Accreted Value" per \$5,000 Maturity Amount is printed on the reverse side of this Bond. The term "Accreted Value" as set forth in the table on the reverse side hereof shall mean the original principal amount plus initial premium per \$5,000 Maturity Amount compounded semiannually on _____ and _____ at the yield shown on such table.

THE MATURITY AMOUNT of this Bond is payable in lawful money of the United States of America, without exchange or collection charges. The Maturity Amount of this Bond shall be paid to the Registered Owner hereof upon presentation and surrender of this Bond at maturity, at the designated office for payment of The Bank of New York Mellon Trust Company, N.A., which is the "Paying Agent/Registrar" for this Bond, and shall be drawn by the Paying Agent/Registrar on, and solely from, funds of the City required by the order authorizing the issuance of the Bonds (the "Bond Order") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided, payable to the Registered Owner hereof, as it appears on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. The City covenants with the Registered Owner of this Bond that on or before the Maturity Date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Order, the amounts required to provide for the payment, in immediately available funds of the Maturity Amount, when due. Notwithstanding the foregoing, during any period in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, any payment to the securities depository, or its nominee or registered assigns, shall be made in accordance with existing arrangements between the City and the securities depository.

[FORM OF REMAINDER OF EACH BOND]

IF THE DATE for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the principal office for payment of the Paying Agent/Registrar is located are authorized by law or executive order to close, or the United States Postal Service is not open for business (each a "Non-Business Day"), then the date for such payment shall be the next succeeding day which is not a Non-Business Day, and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS BOND is one of a series of Bonds dated as of _____ and authorized to be issued pursuant to the Bond Ordinance adopted by the City Council of the City in the principal amount of \$_____ [constituting \$_____ Current Interest Bonds and \$_____ Premium Compound Interest Bonds]¹

¹To be included only if Current Interest Bonds and Premium Compound Interest Bonds are both issued and completed as determined in the Pricing Certificate.

ON _____ OR ON ANY DATE THEREAFTER, the Bonds maturing on and after _____ may be redeemed prior to their scheduled maturities, at the option of the City, with funds derived from any available and lawful source, at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption as a whole, or from time to time in part, and, if in part, the particular Bonds, or portions thereof, to be redeemed shall be selected and designated by the City, and if less than all of a maturity is to be redeemed the Paying Agent/Registrar shall determine by lot the Bonds, or portions thereof within such maturity to be redeemed (provided that a portion of a Bond may be redeemed only in integral multiples of \$5,000 of principal amount).

[THE BONDS MATURING ON _____ are subject to mandatory sinking fund redemption by lot prior to maturity in the following amounts on the following dates and at a price of par plus accrued interest to the redemption date ("Term Bonds").

Term Bonds Maturing on _____, 20_____

<u>Redemption Date</u>	<u>Principal Amount</u>
_____, 20_____	\$ _____
_____, 20_____†	\$ _____†

† Final Maturity

THE PRINCIPAL AMOUNT of the Term Bonds required to be redeemed pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the City by the principal amount of any Term Bonds of the stated maturity which, at least 50 days prior to a mandatory redemption date, (1) shall have been acquired by the City at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the City with monies in the Interest and Sinking Fund at a price not exceeding the principal amount of the Term Bonds plus accrued interest to the date of purchase thereof, or (3) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory sinking fund redemption requirement.]²

AT LEAST 30 days prior to the date fixed for any redemption of Bonds or portions thereof prior to maturity, a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, to the Registered Owner of each Bond to be redeemed at its address as it appeared on the Registration Books maintained by the Paying Agent/Registrar on the day such notice of redemption is mailed. By the date fixed for any such redemption, due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Bonds or portions thereof which are to be so redeemed. If such written notice of redemption is mailed and if due provision for such payment is made, all as provided above, the Bonds or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date

**Use of Term Bonds, if any, to be determined by the Pricing Officer.

fixed for redemption, and they shall not be regarded as being outstanding except for the right of the Registered Owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Bond shall be redeemed a substitute Bond or Bonds having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000, at the written request of the Registered Owner, and in an aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Registered Owner upon the surrender thereof for cancellation, at the expense of the Issuer, all as provided in the Bond Ordinance.

ALL BONDS OF THIS SERIES are issuable solely as fully registered Bonds, without interest coupons, in the denomination of any integral multiple of \$5,000 (an "Authorized Denomination"). As provided in the Bond Ordinance, this Bond, or any unredeemed portion hereof, may, at the request of the Registered Owner or the assignee or assignees hereof, be assigned, transferred and exchanged for a like aggregate principal amount of fully registered Bonds, without interest coupons, payable to the appropriate Registered Owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of \$5,000 as requested in writing by the appropriate Registered Owner, assignee or assignees, as the case may be, upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Bond Ordinance. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond or any portion or portions hereof in any integral multiple of \$5,000 to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Bond may be executed by the Registered Owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Bond or any portion or portions hereof from time to time by the Registered Owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for transferring and exchanging any Bond or portion thereof shall be paid by the City, but any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer or exchange as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer or exchange (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or, (ii) with respect to any Bond or any portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date; provided, however, such limitation of transfer shall not be applicable to an exchange by the Registered Owner of an unredeemed balance of a Bond called for redemption in part.

WHENEVER the beneficial ownership of this Bond is determined by a book entry at a securities depository for the Bonds, the foregoing requirements of holding, delivering or transferring this Bond shall be modified to require the appropriate person or entity to meet the requirements of the securities depository as to registering or transferring the book entry to produce the same effect.

IN THE EVENT any Paying Agent/Registrar for the Bonds is changed by the City, resigns or otherwise ceases to act as such, the City has covenanted in the Bond Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Registered Owners of the Bonds.

IT IS HEREBY certified, recited and covenanted that this Bond has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance and delivery of this Bond have been performed, existed and been done in accordance with law; that this Bond is payable from ad valorem taxes, within the limits prescribed by law.

BY BECOMING the Registered Owner of this Bond, the Registered Owner thereby acknowledges all of the terms and provisions of the Bond Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Bond Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer and agrees that the terms and provisions of this Bond and the Bond Ordinance constitute a contract between each Registered Owner hereof and the City.

IN WITNESS WHEREOF, the City has caused this Bond to be signed with the manual or facsimile signature of the Mayor of the City, and countersigned with the manual or facsimile signature of the City Clerk of the City and the official seal of the City has been duly impressed, or placed in facsimile, on this Bond.

(facsimile signature)
City Clerk, City of Taylor, Texas

(facsimile signature)
Mayor, City of Taylor, Texas

(CITY SEAL)

FORM OF REGISTRATION CERTIFICATE
OF THE COMPTROLLER OF PUBLIC ACCOUNTS:

COMPTROLLER'S REGISTRATION CERTIFICATE:
REGISTER NO. _____

I hereby certify that this Bond has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this

(COMPTROLLER'S SEAL)

Comptroller of Public Accounts

of the State of Texas
FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE
(To be executed if this Bond is not accompanied by an executed Registration Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Bond has been issued under the provisions of the Bond Ordinance described in the text of this Bond; and that this Bond has been issued in exchange for a bond or bonds, or a portion of a bond or bonds of a series which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated:

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.
Dallas, Texas
Paying Agent/Registrar

By _____
Authorized Representative

FORM OF ASSIGNMENT:

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned Registered Owner of this Bond, or duly authorized representative or attorney thereof, hereby sells, assigns and transfers this Bond and all rights hereunder unto _____

/ _____ /

(Assignee's Social Security or
Taxpayer Identification Number)

(Please print or typewrite Assignee's name and address,
including zip code)

and hereby irrevocably constitutes and appoints _____
attorney to transfer the registration of this Bond on the Paying Agent/Registrar's Registration Books with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by
a member firm of the New York Stock

Exchange or a commercial bank or trust
company.

NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Bond in every particular, without alteration or enlargement or any change whatsoever.

INSERTIONS FOR THE INITIAL BONDS

(i) The initial Current Interest Bonds shall be in the form set forth in this Exhibit, except that:

A. immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below" and "CUSIP NO." shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"ON THE MATURITY DATE SPECIFIED ABOVE, the City of Taylor, Texas (the "Issuer"), being a political subdivision, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on _____ in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

<u>Years</u>	<u>Principal Installments</u>	<u>Interest Rates</u>
--------------	-------------------------------	-----------------------

(Information for the Current Interest Bonds from the Pricing Certificate to be inserted)

The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from _____ at the respective Interest Rate per annum specified above. Interest is payable on _____ and semiannually on each _____ and _____ thereafter to the date of payment of the principal installment specified above; except, that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full."

C. The initial Bond shall be numbered "T-1."

(ii) The Initial Compound Interest Bond shall be in the form set forth in this Section, except that:

A. immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below" and "CUSIP NO. _____" shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"THE CITY OF TAYLOR, Texas (the "City"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "Registered Owner") the Payment at Maturity on _____ in each of the years and in installments of the respective Maturity Amounts set forth in the following schedule:

<u>Year</u>	<u>Maturity Amounts</u>	<u>Interest Rates</u>
-------------	-------------------------	-----------------------

(Information for the Premium Compound Interest Bonds from the Pricing Certificate to be inserted)

The amount shown above as the respective Maturity Amounts represent the principal amount hereof and accrued and compounded interest hereon. Interest shall accrue on the principal amount hereof from the Issuance Date at the interest rate per annum specified above, compounded semiannually on _____ and _____ of each year commencing _____. For convenience of reference, a table appears on the back of this Bond showing the "Compounded Amount" of the original principal amount plus initial premium, if any, per \$5,000 Maturity Amount compounded semiannually at the yield shown on such table."

C. the Initial Premium Compound Interest Bond shall be numbered "TPC-1."

Section 8. TAX LEVY. A special Interest and Sinking Fund (the "Interest and Sinking Fund") is hereby created solely for the benefit of the Bonds, and the Interest and Sinking Fund shall be established and maintained by the City at an official depository bank of the City. The Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the City, and shall be used only for paying the interest on and principal of the Bonds. All ad valorem taxes levied and collected for and on account of the Bonds shall be deposited, as collected, to the credit of the Interest and Sinking Fund. During each year while any of the Bonds or interest thereon are outstanding and unpaid, the City Council shall compute and ascertain a rate and amount of ad valorem tax which will be sufficient to raise and produce the money required to pay the interest on the Bonds as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of the Bonds as such principal matures (but never less than 2% of the original principal amount of the Bonds as a sinking fund each year); and the tax shall be based on the latest approved tax rolls of the City, with full allowance being made for tax delinquencies and the cost of tax collection. The rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in the City for each year while any of the Bonds or interest thereon are outstanding and unpaid; and the tax shall be assessed and collected each such year and

deposited to the credit of the Interest and Sinking Fund. The ad valorem taxes sufficient to provide for the payment of the interest on and principal of the Bonds, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law. Accrued interest on the Bonds shall be deposited in the Interest and Sinking Fund.

Section 9. DEFEASANCE OF BONDS. (a) Any Bond and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Bond") within the meaning of this Ordinance, except to the extent provided in subsections (c) and (e) of this Section, when payment of the principal of such Bond, plus interest thereon to the due date or dates (whether such due date or dates be by reason of maturity, upon redemption, or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption or the establishment of irrevocable provisions for the giving of such notice) or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar or an eligible trust company or commercial bank for such payment (1) lawful money of the United States of America sufficient to make such payment, (2) Defeasance Securities, certified by an independent public accounting firm of national reputation to mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment and when proper arrangements have been made by the City with the Paying Agent/Registrar or an eligible trust company or commercial bank for the payment of its services until all Defeased Bonds shall have become due and payable or (3) any combination of (1) and (2). At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities.

(b) The deposit under clause (ii) of subsection (a) shall be deemed a payment of a Bond as aforesaid when proper notice of redemption of such Bond shall have been given or upon the establishment of irrevocable provisions for the giving of such notice, in accordance with this Ordinance. Any money so deposited with the Paying Agent/Registrar or an eligible trust company or commercial bank as provided in this Section may at the discretion of the City Council also be invested in Defeasance Securities, maturing in the amounts and at the times as hereinbefore set forth, and all income from all Defeasance Securities in possession of the Paying Agent/Registrar or an eligible trust company or commercial bank pursuant to this Section which is not required for the payment of such Bond and premium, if any, and interest thereon with respect to which such money has been so deposited, shall be remitted to the City Council.

(c) Notwithstanding any provision of any other Section of this Ordinance which may be contrary to the provisions of this Section, all money or Defeasance Securities set aside and held in trust pursuant to the provisions of this Section for the payment of principal of the Bond and premium, if any, and interest thereon, shall be applied to and used solely for the payment of the particular Bond and premium, if any, and interest thereon, with respect to which such money or Defeasance Securities have been so set aside in trust. Until all Defeased Bonds shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar

for such Defeased Bonds the same as if they had not been defeased, and the City shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(d) Notwithstanding anything elsewhere in this Ordinance, if money or Defeasance Securities have been deposited or set aside with the Paying Agent/Registrar or an eligible trust company or commercial bank pursuant to this Section for the payment of the Bond and such Bond shall not have in fact been actually paid in full, no amendment of the provisions of this Section shall be made without the consent of the registered owner of each Bond affected thereby.

(e) Notwithstanding the provisions of subsection (a) immediately above, to the extent that, upon the defeasance of any Defeased Bond to be paid at its maturity, the City retains the right under Texas law to later call that Defeased Bond for redemption in accordance with the provisions of this Ordinance, the City may call such Defeased Bond for redemption upon complying with the provisions of Texas law and upon the satisfaction of the provisions of subsection (a) immediately above with respect to such Defeased Bond as though it was being defeased at the time of the exercise of the option to redeem the Defeased Bond and the effect of the redemption is taken into account in determining the sufficiency of the provisions made for the payment of the Defeased Bond.

Section 10. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BONDS.

(a) Replacement Bonds. In the event any outstanding Bond is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new Bond of the same principal amount, maturity, and interest rate, as the damaged, mutilated, lost, stolen, or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

(b) Application for Replacement Bonds. Application for replacement of damaged, mutilated, lost, stolen, or destroyed Bonds shall be made by the Registered Owner thereof to the Paying Agent/Registrar. In every case of loss, theft, or destruction of a Bond, the Registered Owner applying for a replacement bond shall furnish to the City and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft, or destruction of a Bond, the Registered Owner shall furnish to the City and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction of such Bond, as the case may be. In every case of damage or mutilation of a Bond, the Registered Owner shall surrender to the Paying Agent/Registrar for cancellation the Bond so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Bond shall have matured, and no default has occurred which is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Bond, the City may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a replacement Bond, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Bonds. Prior to the issuance of any replacement Bond, the Paying Agent/Registrar shall charge the Registered Owner of such Bond with all legal, printing,

and other expenses in connection therewith. Every replacement Bond issued pursuant to the provisions of this Section by virtue of the fact that any Bond is lost, stolen, or destroyed shall constitute a contractual obligation of the City whether or not the lost, stolen, or destroyed Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Bonds duly issued under this Ordinance.

(e) Authority for Issuing Replacement Bonds. In accordance with Subchapter D of Texas Government Code, Chapter 1201, this Section of this Ordinance shall constitute authority for the issuance of any such replacement Bond without necessity of further action by the governing body of the City or any other body or person, and the duty of the replacement of such Bonds is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Bonds in the form and manner and with the effect, as provided in Section 6(a) of this Ordinance for Bonds issued in conversion and exchange for other Bonds.

Section 11. CUSTODY, APPROVAL, AND REGISTRATION OF BOND; BOND COUNSEL'S OPINION. The Mayor of the City and the City Manager are hereby authorized to have control of the initial Bonds issued and delivered hereunder and all necessary records and proceedings pertaining to the Bond pending its delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Bond the Comptroller of Public Accounts (or a deputy designated in writing to act for the Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Bond, and the seal of the Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the City's Bond Counsel may, at the option of the City, be printed on the Bond issued and delivered under this Ordinance, but it shall have no legal effect, and shall be solely for the convenience and information of the Registered Owner of the Bonds.

Section 12. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE BOND. (a) Covenants. The City covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Bonds as an obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the City covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Bonds or the Refunded Obligations or the projects financed or refinanced therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds of the Bonds or the Refunded Obligations or the projects financed or refinanced therewith are so used, such amounts, whether or not received by the City, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Bonds, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Bonds or the Refunded Obligations or the projects financed or refinanced therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action which would otherwise result in the Bonds being treated as a "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Bonds being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Bonds, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Bonds, other than investment property acquired with --

(A) proceeds of the Bonds invested for a reasonable temporary period of 3 years or less or, in the case of a current refunding bonds, for a period of 90 days and in the case of an advance refunding bonds, for a period of 30 days,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Bonds;

(7) to otherwise restrict the use of the proceeds of the Bonds or amounts treated as proceeds of the Bonds, as may be necessary, so that the Bonds does not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage) and, to the extent applicable, section 149(d) of the Code (relating to advance refundings); and

(8) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Bonds) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Bonds has been paid in full, 100

percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (8), a "Rebate Fund" is hereby established by the City for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. The City understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the Refunded Obligations expended prior to the date of issuance of the Bonds. It is the understanding of the City that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Bonds, the City will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Bonds, the City agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In furtherance of such intention, the City hereby authorizes and directs the City Manager or the Mayor or Secretary of the City Council to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the City, which may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds.

(d). Disposition of Project. The City covenants that the property constituting the projects financed or refinanced with the proceeds of the Bonds will not be sold or otherwise disposed in a transaction resulting in the receipt by the City of cash or other compensation, unless the City obtains an opinion of nationally-recognized bonds counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Designation as Qualified Tax-Exempt Obligations. The City hereby designates the Bonds as "qualified tax-exempt bonds" as defined in section 265(b)(3) of the Code. In furtherance of such designation, the City represents, covenants and warrants the following: (a) that during the calendar year in which the Bonds are issued, the City (including any subordinate entities) has not designated nor will designate bonds, which when aggregated with the Bonds, will result in more than \$10,000,000 of "qualified tax-exempt bonds" being issued; (b) that the City reasonably anticipates

that the amount of tax-exempt obligations issued, during the calendar year in which the Bonds are issued, by the City (or any subordinate entities) will not exceed \$10,000,000; and (c) that the City will take such action or refrain from such action as necessary, and as more particularly set forth in this Section, in order that the Bonds will not be considered "private activity bonds" within the meaning of section 141 of the Code.

Section 13. SALE OF BOND. The Bonds shall be sold and delivered, pursuant to a bond purchase agreement by and between the City and the underwriter in substantially the form attached hereto at a price under the terms set forth in the Pricing Certificate. The Pricing Officer is authorized to execute and approve such changes to the bond purchase agreement as necessary in connection with the sale of the Bonds.

Section 14. APPROVAL OF PAYING AGENT/REGISTRAR AGREEMENT AND ESCROW AGREEMENT. (a) The Paying Agent/Registrar Agreement ("Paying Agent Agreement") by and between the City and the Paying Agent in substantially the form and substance attached hereto as Exhibit "B" is hereby approved and the Pricing Officer is hereby authorized and directed to complete, amend, modify and execute the Paying Agent Agreement as necessary.

(b) The Escrow Agreement ("Escrow Agreement") by and between the City and the Escrow Agent in substantially the form and substance attached hereto as Exhibit "E" is hereby approved, and the Pricing Officer is hereby authorized to complete, amend, modify and execute the Escrow Agreement, as necessary. The Mayor, City Manager, Director of Finance, the Secretary or Assistant Secretary are each hereby authorized to take such action as may be necessary to cause the purchase and delivery of the federal securities to be acquired and deposited to the credit of the Escrow Fund created by the Escrow Agreement.

Section 15. REFUNDING OF REFUNDED OBLIGATIONS. That concurrently with the delivery of the Bonds, the City shall cause to be deposited an amount from the proceeds of the sale of the Bond with the Escrow Agent sufficient, together with other legally available funds of the City, to provide for the refunding and defeasance of the Refunded Obligations. The Pricing Officer is hereby authorized and directed to issue to the Escrow Agent the Notice of Redemption with respect to the Refunded Obligations in substantially the form set forth in Exhibit "D" hereto completed with such information to conform with the Pricing Certificate.

Section 16. APPROVAL OF OFFICIAL STATEMENT. The Pricing Officer is hereby authorized to approve the Preliminary Official Statement and the Official Statement relating to the Bonds and any addenda, supplement or amendment thereto, and to deem such documents final in accordance with Rule 15c2-12. The City further approves the distribution of such Official Statement in the reoffering of the Bonds by the underwriter in final form, with such changes therein or additions thereto as the Pricing Officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof.

Section 17. INSURANCE PROVISIONS. In connection with the sale of the Bonds, the City may obtain municipal bond insurance policies from one or more recognized municipal bond insurance organizations (the "Bond Insurer" or "Bond Insurers") to guarantee the full and complete

payment required to be made by or on behalf of the City on the Bonds. The Pricing Officer is hereby authorized to sign a commitment letter with the Bond Insurer or Bond Insurers and to pay the premium for the bond insurance policies at the time of the delivery of the Bonds to the underwriter out of the proceeds of sale of the Bonds or from other available funds and to execute such other documents and certificates as necessary in connection with the bond insurance policies as the Pricing Officer may deem appropriate. Printing on the Bonds covered by the bond insurance policies a statement describing such insurance, in form and substance satisfactory to the Bond Insurer and the Pricing Officer, is hereby approved and authorized. The Pricing Certificate may contain provisions related to the bond insurance policies, including payment provisions thereunder, and the rights of the Bond Insurer or Insurers, and any such provisions shall be read and interpreted as an integral part of this Ordinance.

Section 18. CONTINUING DISCLOSURE. (a) Annual Reports. The City shall provide annually to each NRMSIR and any SID, within six months after the end of any Fiscal Year, financial information and operating data with respect to the System of the general type included in the final Official Statement authorized by this Ordinance being the information described in Exhibit "F" hereto. Any financial statements so to be provided shall be (1) prepared in accordance with the accounting principles described in Exhibit "F" hereto, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and (2) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the City shall provide unaudited financial statements for the applicable Fiscal Year within the required time period and audited financial statements for the applicable Fiscal Year to each NRMSIR and any SID, when and if the audit report on such statements become available.

If the City changes its Fiscal Year, it will notify each NRMSIR and any SID of the change (and of the date of the new Fiscal Year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this paragraph (a).

The financial information and operating data to be provided pursuant to this paragraph (a) may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to each NRMSIR and any SID or filed with the SEC.

(b) Material Event Notices. The City shall notify any SID and either each NRMSIR or the MSRB, in a timely manner, of any of the following events with respect to the Bonds, if such event is material within the meaning of the federal securities laws:

- A. Principal and interest payment delinquencies;
- B. Non-payment related defaults;
- C. Unscheduled draws on debt service reserves reflecting financial difficulties;
- D. Unscheduled draws on credit enhancements reflecting financial difficulties;

- E. Substitution of credit or liquidity providers, or their failure to perform;
- F. Adverse tax opinions or events affecting the tax exempt status of the Bonds;
- G. Modifications to rights of holders of the Bonds;
- H. Bond calls;
- I. Defeasances;
- J. Release, substitution or sale of property securing repayment of the Bonds;
and
- K. Rating changes.

The City shall notify any SID and either each NRMSIR or the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with paragraph (a) of this Section by the time required by such paragraph.

(c) Limitations, Disclaimers, and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the City in any event will give notice of any deposit made in accordance with Section 29 of this Ordinance that causes Bonds no longer to be outstanding.

The provisions of this Section are for the sole benefit of the Holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the System's financial results, condition or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

Any filing required by this Section may be made solely with a central post office approved for such purposes by the SEC, such as the Texas Municipal Advisory Council (the "MAC") as provided at <http://www.disclosureusa.org>, for submission to the NRMSIRs and SID (without also separately submitting such filings to the NRMSIRs and SID by some other means) so long as such filing is acceptable to the SEC.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY,

WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall comprise a breach of or default under the Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive or otherwise limit the duties of the City under federal and state securities laws.

The provisions of this Section may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law or a change in the identity, nature, status or type of operations of the System, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the Holders and beneficial owners of the Bonds. The City may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with paragraph (a) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided.

Section 19. AMENDMENT OF ORDINANCE. The City hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

(a) The City may from time to time, without the consent of the Registered Owner, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance in order to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the holders, (ii) grant additional rights or security for the benefit of the holders, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the holders, (v) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (iv) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be inconsistent with the provisions of this Ordinance and that shall not in the opinion of the City's Bond Counsel materially adversely affect the interests of the holders.

(b) Except as provided in paragraph (a) above, the Registered Owner shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the City; provided, however, that without the consent of the Registered Owner, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in the Bond so as to:

- (1) Make any change in the maturity of the Bond;
- (2) Reduce the rate of interest borne by the Bond;
- (3) Reduce the amount of the principal of, or redemption premium, if any, payable on the Bond;
- (4) Modify the terms of payment of principal or of interest or redemption premium on the Bond or impose any condition with respect to such payment; or
- (5) Change the requirement with respect to Registered Owner consent to such amendment.

(c) If at any time the City shall desire to amend this Ordinance under this Section, the City shall send by U.S. mail to the Registered Owner a copy of the proposed amendment.

(d) Whenever at any time within one year from the date of publication of such notice the City shall receive an instrument or instruments executed by the Registered Owner, which instrument or instruments shall refer to the proposed amendment and that shall specifically consent to and approve such amendment, the City may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the City and the Registered Owner shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the Registered Owner of a Bond pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of such consent, and shall be conclusive and binding upon all future holders of the same Bond during such period. Such consent may be revoked at any time after six months from the date of consent by the Registered Owner who gave such consent, or by a successor in title, by filing notice with the City.

For the purposes of establishing ownership of the Bonds, the City shall rely solely upon the registration of the ownership of such Bonds on the Register kept by the Paying Agent/Registrar.

Section 20. REMEDIES IN EVENT OF DEFAULT. In addition to all the rights and remedies provided by the laws of the State of Texas, it is specifically covenanted and agreed particularly that in the event the City (i) defaults in the payment of the principal, premium, if any,

or interest on the Bonds, (ii) declares bankruptcy, or (iii) defaults in the observance or performance of any other of the covenant, agreement or obligation of the City, the failure to perform which materially adversely affects the rights of the owner, including but not limited to, their prospect or ability to be repaid in accordance with this Section and the continuation thereof for a period of 60 days after notice of such default is given by any owner to the City, the following remedies shall be available:

(a) Any owner or an authorized representative thereof, including but not limited to, a trustee or trustees therefor, may proceed against the City for the purpose of protecting and enforcing the rights to the owner under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the owner hereunder or any combination of such remedies.

(b) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Ordinance. The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

Section 21. NO RECOURSE AGAINST CITY OFFICIALS. No recourse shall be had for the payment of principal of or interest on the Bonds or for any claim based thereon or on this Ordinance against any official of the City or any person executing any Bond.

Section 22. FURTHER ACTIONS. The Mayor, the City Manager and all other officers and employees of the City are hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the City all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance and the Bonds. In addition, prior to the initial delivery of the Bonds, the Mayor, the City Manager, the Director of Finance and Bond Counsel are hereby authorized and directed to approve any changes or corrections to this Ordinance or to any of the instruments authorized and approved by this Ordinance necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance, (ii) obtain a rating from any of the national bond rating agencies or satisfy requirements of any bond insurer, or (iii) obtain the approval of the Bond by the Texas Attorney General's office.

In case any officer of the City whose signature shall appear on any Bonds shall cease to be such officer before the delivery of such Bonds, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 23. PERFECTION. Chapter 1208, Government Code, applies to the issuance of the Bond and the pledge of ad valorem taxes granted by the City under Section 8 of this Ordinance, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Bond is outstanding and unpaid such that the pledge of ad valorem taxes granted by the City under Section 8 of this Ordinance is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the Registered Owner of the Bonds the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

Section 24. INTERPRETATIONS. All terms defined herein and all pronouns used in this Ordinance shall be deemed to apply equally to singular and plural and to all genders. The titles and headings of the articles and sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof. This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Bonds and the validity of the lien on and pledge to secure the payment of the Bonds.

Section 25. INCONSISTENT PROVISIONS. All ordinances, orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provisions of this Ordinance are hereby repealed to the extent of such conflict and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

Section 26. INTERESTED PARTIES. Nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the City and the Registered Owner of the Bonds, any right, remedy or claim under or by reason of this Ordinance or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Ordinance contained by and on behalf of the City shall be for the sole and exclusive benefit of the City and the Registered Owner of the Bonds.

Section 27. SEVERABILITY. The provisions of this Ordinance are severable; and in case any one or more of the provisions of this Ordinance or the application thereof to any person or circumstance should be held to be invalid, unconstitutional, or ineffective as to any person or circumstance, the remainder of this Ordinance nevertheless shall be valid, and the application of any such invalid provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby.

Section 28. FUNDS AND ACCOUNTS. Notwithstanding anything in this Ordinance to the contrary any funds or accounts created by this Ordinance, other than the Escrow Fund, may be subaccounts of the City's Funds held by the City's depository, and, as such, not held in separate bank accounts, such treatment shall not constitute commingling of the monies in such funds or of funds and the City shall keep full and complete records indicating the monies and investment credited to each such fund.

Section 29. REPEALER. All orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 30. EFFECTIVE DATE. This Ordinance shall become effective upon the final passage of this Ordinance.

Section 31. PAYMENT OF ATTORNEY GENERAL FEE. The City hereby authorizes the disbursement of a fee equal or lesser of (i) one-tenth of one percent of the principal amount of the Bonds or (ii) \$9,500, provided that such fee shall not be less than \$750, to the Attorney General of Texas Public Finance Division for payment of the examination fee charged by the State of Texas for the Attorney General's review and approval of public securities and credit agreements, as required by Section 1202.004 of the Texas Government Code. The appropriate member of the City's staff is hereby instructed to take the necessary measures to make this payment. The City is also authorized to reimburse the appropriate City funds for such payment from proceeds of the Bonds.

IN ACCORDANCE WITH SECTION 1201.028, TEXAS GOVERNMENT CODE
passed and approved on First and Final Reading on the 27th day of September, 2012.

Mayor, City of Taylor, Texas

ATTEST:

City Clerk, City of Taylor, Texas

APPROVED AS TO FORM:

City Attorney, City of Taylor, Texas

EXHIBIT A

DEFINITIONS

As used in this Ordinance, the following terms and expressions shall have the meanings set forth below, unless the text hereof specifically indicates otherwise:

"*Accountant*" means an independent certified public accountant or accountants or a firm of an independent certified public accountants, in either case, with demonstrated expertise and competence in public accountancy.

"*Accreted Value*" means, with respect to a Premium Compound Interest Bond, as of any particular date of calculation, the original principal amount thereof, plus all interest accrued and compounded to the particular date of calculation, as determined in accordance with the Pricing Certificate and the Accretion Table attached as an exhibit to the Pricing Certificate relating to the respective Bonds that shows the Accreted Value per \$5,000 maturity amount on the calculation date of maturity to its maturity.

"*Accretion Table*" means the exhibit attached to the Pricing Certificate that sets forth the rounded original principal amounts at the Issuance Date for the Premium Compound Interest Bonds and the Accreted Values and maturity amounts thereof as of each Compounding Date until final maturity.

"*Authorized Denominations*" means the denomination of \$5,000 or any integral multiple thereof with respect to the Current Interest Bonds and in the denomination of \$5,000 in maturity amount or any integral multiple thereof with respect to the Premium Compound Interest Bonds.

"*Bond Insurer*" or "*Insurer*" means the provider of a municipal bond insurance policy for the Bonds as determined by the Pricing Officer in the Pricing Certificate or any other entity that insures or guarantees the payment of principal and interest on any Bonds.

"*Bonds*" means the "City of Taylor, Texas General Obligation Refunding Bonds, Series 2012."

"*Book-Entry-Only System*" means the book-entry system of bond registration provided in Section 6, or any successor system of book-entry registration.

"*Business Day*" means any day which is not a Saturday, Sunday or a day on which the Paying Agent/Registrar is authorized by law or executive order to remain closed.

"*Cede & Co.*" means the designated nominee and its successors and assigns of The Depository Trust Company, New York.

"*City*" and "*Issuer*" mean the City of Taylor, Texas, and where appropriate, the City Council.

"*City Council*" means the governing body of the City.

"*Closing Date*" means the date of initial delivery of and payment for the Bonds.

"*Compounded Amount*" means, with respect to a Premium Compound Interest Bond, as of any particular date of calculation, the original principal amount thereof plus all interest accrued and compounded to the particular date of calculation.

"*Compounding Dates*" means the dates on which interest is compounded on the Premium Compound Interest Bonds as set forth in the Accretion Table attached to the Pricing Certificate.

"*Current Interest Bonds*" means the Bonds paying current interest and maturing in each of the years and in the aggregate principal amounts set forth in the Pricing Certificate.

"*Defeasance Securities*" means (i) Federal Securities, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the City Council adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for the funding of an escrow to effect the defeasance of the Bonds are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent, and (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the City Council adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for the funding of an escrow to effect the defeasance of the Bonds, are rated as to investment quality by a nationally recognized investment rating firm no less than "AAA" or its equivalent.

"*Depository*" means one or more official depository banks of the City.

"*DTC*" means The Depository Trust Company, New York, New York and its successors and assigns.

"*DTC Participant*" means securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

"*Escrow Agent*" means The Bank of New York Mellon Trust Company, N.A. or any successor escrow agent under the Escrow Agreement.

"*Escrow Agreement*" means the agreement by and between the City and the Escrow Agent relating to the defeasance of the Refunded Obligations.

"*Federal Securities*" as used herein means direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America (including Interest Strips of the Resolution Funding Corporation).

"*Fiscal Year*" means the twelve-month accounting period used by the City in connection with the operation of the System, currently ending on September 30 of each year, which may be any twelve consecutive month period established by the City, but in no event may the Fiscal Year be changed more than one time in any three calendar year period.

"*Holder*," "*Holders*," "*Owners*" or "*Registered Owners*" means any person or entity in whose name a Bond is registered in the Security Register, for any Parity Obligation.

"*Initial Bonds*" means the Bonds authorized, issued, and initially delivered as provided in Section 4 of this Ordinance.

"*Insurance Policy*" means an insurance policy issued by any Insurer guaranteeing the scheduled principal of and interest on the Bonds when due.

"*Interest and Sinking Fund*" means the special fund maintained by the provisions of Section 8 of this Ordinance.

"*Interest Payment Date*" means a date on which interest on the Bonds is due and payable.

"*Issuance Date*" means the date of delivery of the Bonds.

"*MSRB*" means the Municipal Securities Rulemaking Board.

"*NRMSIR*" means each person whom the SEC or its staff has determined to be a nationally recognized municipal securities information repository within the meaning of the Rule from time to time.

"*Ordinance*" means this ordinance finally adopted by the City Council on May 14, 2012.

"*Outstanding*", when used with respect to Bonds, means, as of the date of determination, all Bonds theretofore delivered under this Ordinance, except:

(1) Bonds theretofore cancelled and delivered to the City or delivered to the Paying Agent/Registrar for cancellation;

(2) Bonds deemed paid pursuant to the provisions of Section 9 of this Ordinance;

(3) Bonds upon transfer of or in exchange for and in lieu of which other Bonds have been authenticated and delivered pursuant to this Ordinance

(4) Bonds under which the obligations of the City have been released, discharged or extinguished in accordance with the terms thereof.

"*Permitted Investments*" means any security or obligation or combination thereof permitted under the Public Funds Investments Act, Chapter 2256, Texas Government Code, as amended or other applicable law.

"*Premium Compound Interest Bonds*" means the Bonds on which no interest is paid prior to maturity, maturing in various amounts and in the aggregate principal amount as set forth in the Pricing Certificate.

"*Pricing Certificate*" means the Pricing Certificate of the City's Pricing Officer to be executed and delivered pursuant to Section 4 hereof in connection with the issuance of the Bonds.

"*Pricing Officer*" means the City Manager, acting as the designated pricing officer of the City to execute the Pricing Certificate. In the absence of the City Manager, the City's Finance Director may act as the designated pricing officer of the City to execute the Pricing Certificate.

"*Rating Agency*" means any nationally recognized securities rating agency which has assigned, at the request of the City, a rating to the Parity Obligations.

"*Record Date*" means Record Date as defined in Section 7 the Form of Bonds.

"*Redemption Date*" means a date fixed for redemption of any Bond pursuant to the terms of this Ordinance.

"*Refunded Obligations*" means those Refundable Obligations designated by the Pricing Officer in the Pricing Certificate to be refunded.

"*Refundable Obligations*" means all or a portion of the outstanding Series 1996 Certificates, Series 1998 Bonds, Series 1999 Certificates, Series 2000 Certificates and Series 2000 Bonds.

"*Register*" or "*Registration Books*" means the registry system maintained on behalf of the City by the Registrar in which are listed the names and addresses of the Registered Owners and the principal amount of Bonds registered in the name of each Registered Owner.

"*Replacement Bonds*" means the Bonds authorized by the City to be issued in substitution for lost, apparently destroyed, or wrongfully taken Bonds as provided in Section 10 of this Ordinance.

"*Rule*" means SEC Rule 15c2-12, as amended from time to time.

"*SEC*" means the United States Securities and Exchange Commission.

"*SID*" means any person designated by the State of Texas or an authorized department, officer, or agency thereof as, and determined by the SEC or its staff to be, a state information depository within the meaning of the Rule from time to time.

EXHIBIT B

PAYING AGENT/REGISTRAR AGREEMENT

[Please see separate tab of this transcript]

EXHIBIT C

BOND PURCHASE AGREEMENT

[Please see separate tab of this transcript]

EXHIBIT D

NOTICE OF REDEMPTION/DEFEASANCE

CITY OF TAYLOR, TEXAS

NOTICE IS HEREBY GIVEN that the following obligations (the "Obligations") issued by the City of Taylor, Texas (the "City") have been defeased and called for redemption prior to their scheduled maturities, at a price of par and accrued interest to the date of redemption, to-wit:

, maturing on _____ in each of the years ____ through ____, inclusive, aggregating \$_____ in principal amount.

<u>Maturity</u> <u>August 15</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Redemption</u> <u>Date</u>	<u>CUSIP</u> <u>Number*</u>
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*The CUSIP Numbers have been assigned to this issue by the CUSIP Service Bureau and are included solely for the convenience of the owners of the Obligations. The City shall not be responsible for the selection or the correctness of the CUSIP numbers set forth herein.

The redemption price for the above Obligations is par plus accrued interest to the date fixed for redemption. Such Obligations shall be redeemed on and shall not longer bear interest after the redemption date. Due provision for the payment of the obligations described above has been made with The Bank of New York Mellon Trust Company, N.A., Dallas, Texas (the "Bank"), and said obligations shall be presented for payment either in person or by mail, at the following address:

First Class/Registered/Certified Mail

The Bank of New York Mellon Trust
Company, N.A.
Institutional Trust Services
P.O. Box 2320
Dallas, Texas 75221-2320

By Overnight or Courier

The Bank of New York Mellon Trust
Company, N.A.
Institutional Trust Services
2001 Bryan Street, 9th Floor
Dallas, Texas 75201

By Hand

The Bank of New York Mellon Trust
Company, N.A.
GIS Unit Trust Window
4 New York Plaza, 1st Floor
New York, NY 10004

In compliance with section 3406 of the Internal Revenue Code of 1986, as amended, payors making certain payments due on debt securities may be obligated to deduct and withhold a portion of such payment from the remittance to any payee who has failed to provide such payor with a valid taxpayer identification number. To avoid the imposition of this withholding tax, such payees should submit a certified taxpayer identification number when surrendering the Obligations for redemption.

EXHIBIT E

FORM OF ESCROW AGREEMENT

[Please see separate tab of this transcript]

EXHIBIT F

CONTINUING DISCLOSURE

The following information is referred to in Section 18 of this Ordinance.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the City to be provided annually in accordance with such Section are as specified (and included in the Appendix or under the headings of the Official Statement referred to) below:

- (1) Table 1 - Valuation, Exemptions and General Certificate Debt;
- (2) Table 2 - Valuation and General Certificate Debt History;
- (3) Table 3 - Tax Rate, Levy and Collection History;
- (4) Table 4 - Ten Largest Taxpayers;
- (5) Table 5 - Tax Adequacy;
- (6) Table 6 - General Certificate Debt Service Requirements;
- (7) Table 8 - Interest and Sinking Fund Budget Projection;
- (8) Table 9 - General Fund Revenues and Expenditure History;
- (9) Table 10 - Municipal Sales Tax History;
- (10) Table 11 - Current Investments;
- (11) Appendix B - Excerpts from the City's Annual Financial Report

Accounting Principles

The accounting principles referred to in such Section are the accounting principles described in the notes to the financial statements referred to in the paragraph above.



City Council Meeting September 27, 2012 Agenda Item Transmittal

Agenda Item #: 12
Agenda Title: Conduct Public Hearing and consider introducing Ordinance 2012-23 regarding a Specific Use Permit to install a Small Wind Energy System at 705 South Doak Street.

Council Action to be taken: Conduct Public Hearing and consider introducing Ordinance 2012-23

Initiating Department: Planning and Development

Staff Contact: John Elsdon, AICP, City Planner

1. INTRODUCTION/PURPOSE

The purpose of this item is to conduct a Public Hearing for a Specific Use Permit to place a Small Wind Energy System at 705 South Doak Street, and to consider introducing Ordinance 2012-23. The Planning and Zoning Commission recommended approval for this item.

2. DESCRIPTION/ JUSTIFICATION

Location of the Property

705 South Doak Street

Property Owner/Applicant

Michael Cathey

SUP Application (development objective)

Construct a Small Wind Energy System

Existing Zoning

R-1

Previous Zoning History

Unknown

Future Land Use Map

The Future Land Use Map designates this area Single Family

Current Use of Property

Single Family Home

Surrounding Property: Zoning and land use

North, East, South: R-1, Single Family homes

West: R-1, Vacant

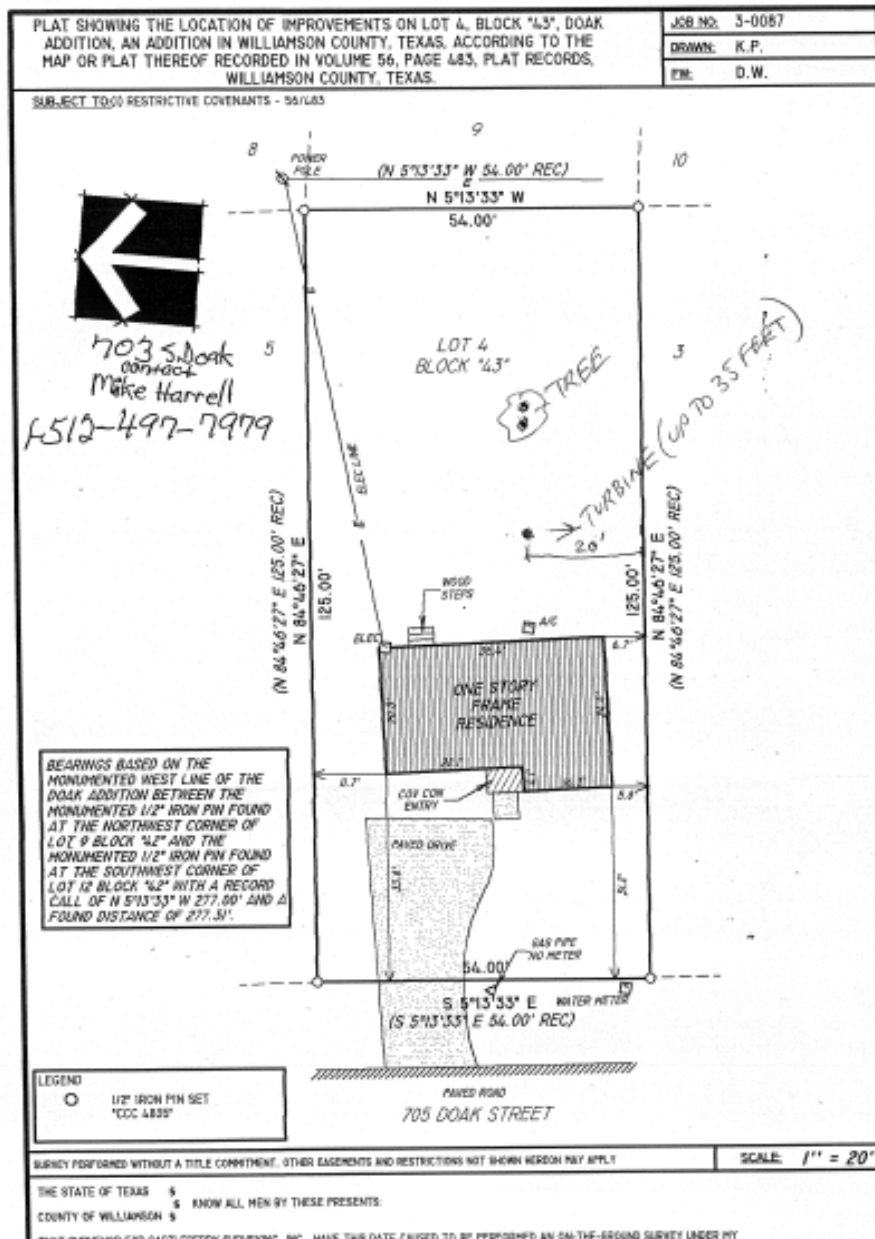
Traffic Impact Analysis

Waiver requested by the applicant

Platting Information

Platted

Site Plan:



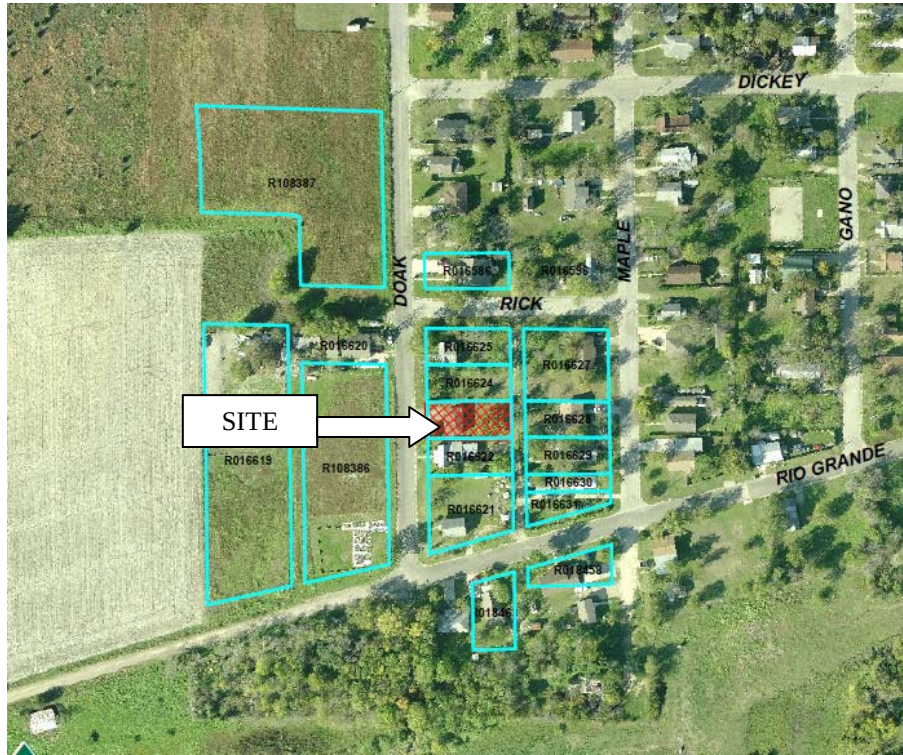
Site Photos – Front Yard:



Site Photos – Rear Yard for location of Turbine:



Aerial Photo:



3. FINANCIAL/BUDGET

N/A

4. TIMELINE CONSIDERATIONS

N/A

5. RECOMMENDATION

The Planning and Zoning Commission recommended approval for this request during their regular meeting on September 11, 2012 with the condition that the applicant comply with all requirements for a Small Wind Energy System in the Zoning Ordinance, with a unanimous vote. The Ordinance will expire in ten years and will need to be reviewed at that time. No individuals spoke at the hearing except for the applicant.

Staff recommends Council conduct the Public Hearing and introduce Ordinance 2012-23.

6. REFERENCE FILES

12a. Ordinance 2012-23

ORDINANCE NO. 2012-23

AN ORDINANCE ALLOWING A SPECIFIC USE PERMIT FOR A SMALL WIND ENERGY SYSTEM ON PROPERTY DESCRIBED AS 705 SOUTH DOAK STREET; PROVIDING AN EXPIRATION DATE; AND PROVIDING A SAVINGS CLAUSE

WHEREAS, notices for the proposed specific use permit were published in accordance with the Zoning Ordinance and the request referred to the Planning and Zoning Commission.

WHEREAS, Michael Cathey, property owner, requested a specific use permit to allow a Small Wind Energy System at 705 South Doak Street. That after a public hearing held by the Planning and Zoning Commission on September 11, 2012, the Planning and Zoning Commission voted to recommend a specific use permit for a Small Wind Energy System on said property.

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

1.0 That after public hearing held on September 27, 2012, before the City Council of the City of Taylor for the purpose of considering an application submitted by Michael Cathey to allow a Small Wind Energy System on property described as 705 South Doak Street, a specific use permit is hereby granted to Michael Cathey for the property described.

2.0 This Ordinance will expire ten years from the date of adoption of this Ordinance, and will be reviewed for neighborhood compatibility at that time.

3.0 All regulations pertaining to a Small Wind Energy System contained within the Zoning Ordinance will be followed by the applicant.

4.0 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 here of, as if copied herein verbatim.

5.0 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

6.0 In accordance with Article 8, of the City Charter, Ordinance No. 2012-23 was introduced before the City Council on the 27th day of September, 2012.

PASSED, APPROVED, and ADOPTED on the ____ day of _____, 2012.

Don Hill, Mayor

ATTEST:

Susan Brock, City Clerk



City Council Meeting September 27, 2012 Agenda Item Transmittal

Agenda Item #: 13
Agenda Title: Conduct Public Hearing and consider introducing Ordinance 2012-25 regarding a request to rezone property in the vicinity of 913 W 8th St from R-1 Single Family to D Duplex.

Council Action to be taken: Conduct Public Hearing and consider introducing Ordinance 2012-25

Initiating Department: Planning and Development

Staff Contact: John Elsdon, AICP, City Planner

1. INTRODUCTION/PURPOSE

The purpose of this item is to conduct a Public Hearing to rezone property in the vicinity of 913 W 8th St. from R-1 Single Family to D Duplex in order to place a duplex on the property, and to consider introducing Ordinance 2012-25. The Planning and Zoning Commission recommended approval for this item.

2. DESCRIPTION/ JUSTIFICATION

Location of the Property

Vicinity of 913 W 8th St

Property Owner/Applicant

Mark Groba

Size of lot in Acres

0.438 acres

Development Objective

Locate a duplex on the property

Existing Zoning

R-1 Single Family

Proposed Zoning

“D” Duplex

Previous Zoning History

Unknown

Future Land Use Map

The Future Land Use Map designates this area Single Family

Current Use of Property

Vacant

Surrounding Property: Zoning and land use

North: R-1, Residential

East: R-1, Residential

South: B-1, Residential

West: R-1, Residential

Thoroughfares

N/A

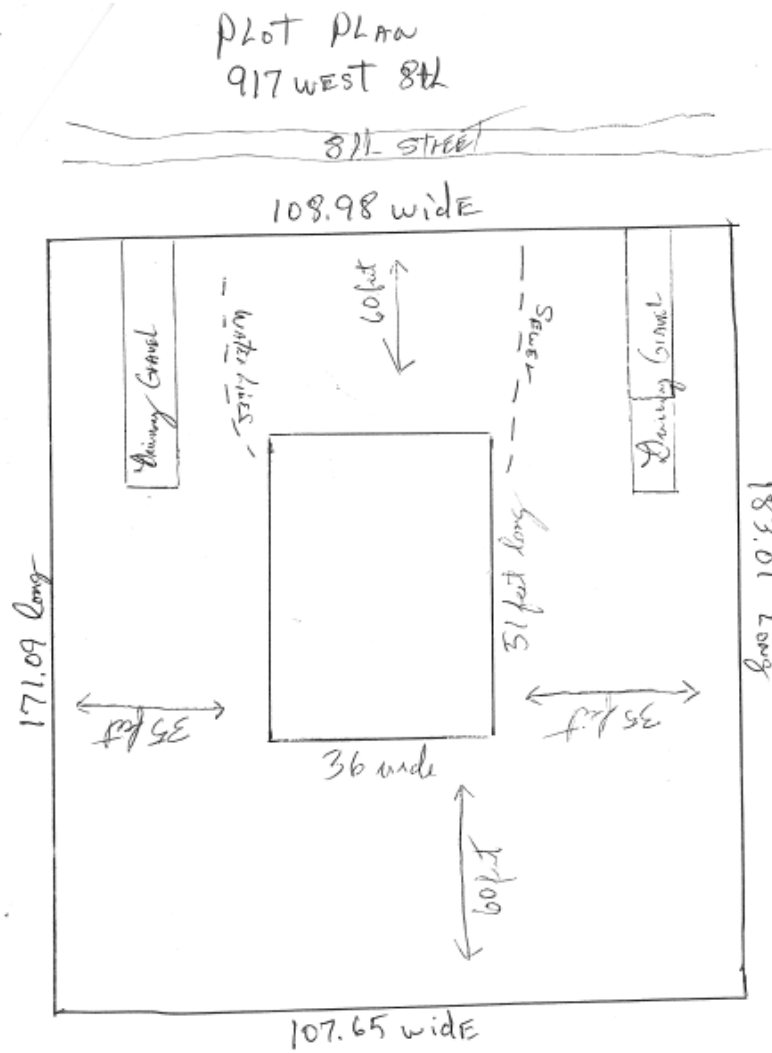
Traffic Impact Analysis

Waiver requested by the applicant

Platting Information

The property needs to be platted prior to issuance of a building permit

Site Plan:



Site Photo:



Aerial Photo:



Current Zoning: R-1



Future Land Use Map: Single Family



3. FINANCIAL/BUDGET

N/A

4. TIMELINE CONSIDERATIONS

N/A

5. RECOMMENDATION

The Planning and Zoning Commission recommended approval for this request during their regular meeting on September 11, 2012 with a unanimous vote. One individual spoke regarding the parking situation on the lot to be sure there would be adequate parking for the use.

If this application is approved, Mr. Groba will be required to file an amended plat since this property is Part of Lots 3 and 4, Block 2, Doak Addition.

Staff recommends Council conduct the Public Hearing and introduce Ordinance 2012-25.

6. REFERENCE FILES

13a. [Ordinance 2012-25](#)

ORDINANCE NO. 2012-25

AN ORDINANCE CHANGING THE ZONING FROM R-1 SINGLE FAMILY TO D DUPLEX AT 913 WEST 8TH STREET ; AND PROVIDING A SAVINGS CLAUSE

WHEREAS, notices for the proposed zoning change were published in accordance with the Zoning Ordinance and the request referred to the Planning and Zoning Commission.

WHEREAS, Mark Groba, property owner, requested a zoning change from R-1 Single Family to D Duplex at 913 West 8th Street. That after a public hearing held by the Planning and Zoning Commission on September 11, 2012, the Planning and Zoning Commission voted to recommend a change of zoning from R-1 to D on said property.

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

1.0 That after public hearing held on September 27, 2012, before the City Council of the City of Taylor for the purpose of considering an application submitted by Mark Groba for a change of zoning from R-1 to D on property described as 913 West 8th Street, and legally described as shown on Exhibit A and incorporated herein, the change in zoning is hereby granted to Mark Groba for the property described.

2.0 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 here of, as if copied herein verbatim.

3.0 Should any section, paragraph, clause, phrase, or provision of this Ordinance be judged 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

4.0 In accordance with Article 8, of the City Charter, Ordinance No. 2012-25 was introduced before the City Council on the 27th day of September, 2012.

PASSED, APPROVED, and ADOPTED on the _____ day of _____, 2012.

Don Hill, Mayor

ATTEST:

Susan Brock, City Clerk

EXHIBIT A

Legal Description for Mark Groba Property, 913 W 8th St:

That certain part of Lots Three (3) and Four (4), Block Two (2), DOAK'S ADDITION to the City of Taylor, Williamson County, Texas, and being a part of that certain tract conveyed to Curtis Martin by Lillian Noyes Shoaf by Deed dated September 18, 1963, recorded in Volume 463, Page 247, Deed Records of Williamson County, Texas, more particularly described as follows:

BEGINNING at the NE corner of the Curtis Martin tract for the NE corner hereof;

THENCE S 73 3/4 degrees W, along the North lines of Lots 3 and 4 of said Block 2, 109 feet to a point for the NW corner hereof, same being also the NW corner of the Martin tract;

THENCE S 8 degrees E, 171 feet to a stake for the SW corner hereof, same being also the NW corner of a certain tract heretofore conveyed to Ervin Thaler by Deed dated June 9, 1965, recorded in Volume 479, Page 167, Deed Records, Williamson County, Texas;

THENCE N 80 degrees E, along the North line of the Thaler tract, 108 1/3 feet to a point in the East line of the said Martin tract for the SE corner hereof, same being also the NE corner of the Thaler tract;

THENCE N 8 degrees W, 183 feet to the place of beginning, SUBJECT TO all valid easements and restrictions of record pertaining to said property.



City Council Meeting September 27, 2012 Agenda Item Transmittal

Agenda Item #: 14

Agenda Title: Consider approval of an Interlocal agreement with the Tarrant County for cooperative purchasing services.

Council Action to be taken: Approve or Deny

Initiating Department: Fire Department

Staff Contact: Pat Ekiss, Chief, Taylor Fire Department

1. INTRODUCTION/PURPOSE

The Fire Department is requesting that we enter into an Interlocal agreement Tarrant County Purchasing Department in order to purchase Uniforms at a cooperative purchasing rate/price.

2. DESCRIPTION/ JUSTIFICATION

Cooperative purchasing agreements allow cities to “piggyback” purchase from a quote received by another jurisdiction/entity. Bidders are made aware that the price quoted will be offered to a cooperative program. The benefits are twofold. The jurisdiction/entity receives a reduced cost because the bidder anticipates increased sales from the cooperative purchasing program. The Uniforms, Station Wear and Class A Uniforms offered in the Tarrant County bid offers additional options for our department and would also allow the Taylor Police Department to purchase duty wear from the same agreement.

3. FINANCIAL/BUDGET

There is no charge for this service but will benefit from the savings offered.

4. TIMELINE CONSIDERATIONS

Uniforms are typically ordered in October with an anticipated delivery of early December. If approved, the pricing offered by the Interlocal agreement would be applied to all future purchases. The current contract price is good for 12 months. The Interlocal agreement is auto renewed annually. Notification of changes or cancellations to the agreement will be given to all parties 30 days prior to implementation.

5. RECOMMENDATION

Staff recommends approval.

6. REFERENCE FILES

14a [Interlocal agreement](#)

14b. [Contact information sheet](#)

INTERLOCAL AGREEMENT
BETWEEN COUNTY OF TARRANT AND THE CITY OF TAYLOR, TEXAS

This agreement is made this 27th day of September, 2012 between the County of Tarrant, Texas and the City of Taylor, Texas.

Pursuant to the authority granted by the "Texas Interlocal Cooperation Act," Chapter 791 Texas Government Code providing for the cooperation between local governmental bodies, the parties hereto, in consideration of the premises and mutual promises contained herein, agree as follows:

WHEREAS, the contract is made under the authority of Sections 791.001-791.029 of the Texas Government Code; and,

WHEREAS, the parties, in performing governmental functions or in paying for the performance of governmental functions hereunder shall make that performance or those payments from current revenues legally available to that party;

WHEREAS, the governing bodies of each party find that the subject of this contract is necessary for the benefit of the public and that each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this contract; furthermore, the governing bodies find that the performance of this contract is in the common interest of both parties; and that the division of cost fairly compensates the performing party for the services under this contract.

I.

The City of Taylor, Texas, hereby makes, constitutes and appoints Tarrant County its true and lawful purchasing agent for the purchase of various commodities using Annual Contracts (Bids). Tarrant County will maintain a listing of Annual Contracts which are available for local entities use. Tarrant County will forward a copy of the requested Annual Contract to the requesting entity and agrees that Tarrant County shall serve as the purchasing agent for selected items, and agrees that the bidding shall be conducted by Tarrant County according to its usual bidding procedures and in accordance with applicable State statutes.

II.

The City of Taylor, Texas agrees that all specifications for selected items shall be determined by Tarrant County.

III.

The City of Taylor, Texas agrees to pay the supplier for all goods, equipment and products pursuant to this agreement. The successful bidder or bidders shall bill directly for all items purchased, and the City of Taylor, Texas shall be responsible for vendor's compliance with all conditions of delivery and quality of the purchased items.

IV.

_____ (name and title) is hereby designated as the official representative to act for the City of Taylor, Texas in all matters relating to this agreement.

V.

This agreement shall take effect upon execution by both signatories.

VI.

This agreement shall be in effect from the date of execution until terminated by either party to the agreement upon written thirty (30) days notice prior to cancellation

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their authorized officers the day and year first above written.

TARRANT COUNTY

BY: _____

TITLE: _____

DATE: _____

CITY OF TAYLOR, TEXAS

BY: _____

TITLE: _____

DATE: _____

TARRANT COUNTY COOPERATIVE PURCHASING PROGRAM
ENTITY INFORMATION UPDATE

QUESTIONNAIRE

If your entity is currently participating or plans to participate in Tarrant County's Cooperative Purchasing Program, please complete this questionnaire and return to the Tarrant County Cooperative Purchasing Contact, Patty Page via fax at (817) 850-2931. For additional information contact her at (817) 884-2428.

Name of Entity: City of Taylor

Point of Contact: Alice Benjiman

Title Accountant

Phone Number: 512-352-5997 ext. 37

Fax Number: 512-352-8483

Internet Address: www.taylortx.gov

E-Mail Address: alice.benjiman@taylortx.gov

Additional Contacts: _____

Complete Mailing Address: City of Taylor

400 Porter Street, Taylor, TX 76574

Information as of this Date: September 27, 2012

RETURN QUESTIONNAIRE VIA FAX TO 817-850-2931
ATTN: COOPERATIVE PURCHASING CONTACT

Please Note: To complete the Interlocal Agreement, please return four (4) duplicate original agreements, with original signatures on each, to the attention of the Cooperative Purchasing Contact, 100 E. Weatherford Street, Suite 303, Fort Worth, Texas 76196.



***City Council Meeting
September 27, 2012
Agenda Item Transmittal***

Agenda Item #: 15

Agenda Title: Consider Hotel/Motel Agreement with Taylor Chamber of Commerce.

Council Action to be taken: Approve, deny or table

Initiating Department: City Management

Staff Contact: Jeff Straub, Assistant City Manager

1. INTRODUCTION/PURPOSE

The City's agreement with the Chamber of Commerce for the distribution of a portion of the City's Hotel/Motel Occupancy Tax, contract expires on September 30, 2012.

2. DESCRIPTION/ JUSTIFICATION

This is an annual agreement and requires council review and approval each year.

3. FINANCIAL/BUDGET

This 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, not to exceed \$60,000 annually. Under the current contract, the city pays the Chamber on a monthly basis.

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

6. REFERENCE FILES

15a. [City Agreement](#) the Taylor Chamber of Commerce

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 hotel/motel taxes collected by the City, but the amount collected shall exclude the amounts derived from sporting events. Notwithstanding, the payment shall be limited to an amount not to exceed Sixty Thousand and No/100 Dollars (\$60,000.00). The remaining twenty five (25%) per cent and all amounts collected from sporting events held by City owned facilities shall be retained and used by the City as determined by the City in its

sole discretion. The payments to the Chamber of Commerce shall be made monthly within fifteen (15) days of receipt of the tax by the City. The anticipated months for revenue payments by the City to the Chamber of Commerce are February, May, August and November.

- 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.

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 a time for presentation to the Chamber of Commerce.

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; 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:

On or about June 30th of each year that this Agreement is in effect, 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 record 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, if the expenses have been previously approved in the budget and if 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 (30%) per cent of the hotel/motel occupancy tax paid by the City to the Chamber of Commerce. 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 EVALUATION/STANDARDS:

Twice a year, during the term of this Agreement, the Chamber of Commerce shall conduct limited polling of the local businesses (i.e., restaurants, hotel/motels and specialty shops) to evaluate the benefit to the community derived from Chamber of Commerce expenditures of hotel/motel tax funds provided by the City and the economic impact, if any, of the City and Chamber of Commerce support of advertising and promoting the City and of various community events. The Chamber of Commerce shall provide the results of the polls to the City Council in its April and October reports to the City Council (required in Section 3.3 below). The reports will indicate, for example, what increase, if any, has occurred in revenues generated for local hotel/motels, as a result of specific publicity and promotion campaigns. The reports shall compare the increase and/or

decrease in the hotel/motel tax collection for that period with the proceeding periods. The Parties agree, however, that should any state, local, or national circumstances beyond the control of the Chamber of Commerce negatively effect the Chamber of Commerce performance under this Agreement, the City Council shall take the factors into consideration in evaluating the Chamber of Commerce annual performance under this Agreement. In addition, the Chamber of Commerce shall conduct a survey and generate a report of the survey as a result of all events held on Taylor regional Park and Sports Complex facilities. The survey shall be a regular and ongoing survey to sufficiently allocate all hotel/motel tax derived from such sporting events from other hotel/motel tax.

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 "A" 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.

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 2011, and shall terminate at midnight on the 30th day of September 2012. 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
P. O. Box 231
Taylor, Texas 76574

With a copy to:
Taylor Chamber of Commerce
Attn: Chairman-Board of Directors
P. O. Box 231
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 statutes 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 8th day of September, 2011.

CITY OF TAYLOR, TEXAS

Don R. Hill

BY: Don R. Hill

ITS: Mayor

Attest:

Susan Brock

Susan Brock, City Clerk

TAYLOR CHAMBER OF COMMERCE

Thomas E. Martinez

BY: Thomas Martinez

ITS: President

POST EVENT REPORT FORM

HOTEL OCCUPANCY TAX FUNDING

By law of the State of Texas, the City _____ (fill in name of your city or entity overseeing use of hotel tax) collects a Hotel Occupancy Tax (HOT) from hotels, motels, and bed & breakfast inns. The revenue from the HOT may be used only to directly promote tourism and the convention and hotel industry. The use of HOT funds is limited to:

- i) the acquisition of sites for and the construction, improvement, enlarging, equipping, repairing operation and maintenance of convention center facilities or visitor information centers, or both;
- ii) the furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants;
- iii) advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the municipality or its vicinity;
- iv) the encouragement, promotion, improvement, and application of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms, and
- v) historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums.
- vi) Sporting related expenses if the majority of the participants are tourists and if the event substantially increases economic activity at area hotels.

The _____ (fill in name of your city or entity overseeing use of hotel tax) accepts applications from groups and businesses meeting the above criteria and wishing to receive HOT funds. **All entities that are approved for such funds must submit a Post Event Report Form within 60 days of each funded event.** The report will be reviewed by the _____ (FILL IN NAME OF YOUR CITY OR ENTITY OVERSEEING USE OF HOTEL TAX) to determine how well the entity met its goals and be used in consideration of future hotel occupancy tax funding requests. Priority will be given to those events that demonstrate an ability to generate overnight visitors to _____ (fill in name of your city or entity overseeing use of hotel tax).

Post Event Report Form

ORGANIZATION INFORMATION

Date: _____

Name of Organization: _____

Address: _____

City, State, Zip: _____

Contact Name: _____

Contact Phone Number: _____

PROJECT OR EVENT

Name of Event or Project: _____

Date of Event or Project: _____

Primary Location of Event or Project: _____

Primary Purpose of Funded Event/Project: _____

Amount Received from Hotel Occupancy Tax Funds: _____

Amount Used from Hotel Occupancy Tax Funds: _____

How Were the Funds Actually Used? _____

Actual percentage of funded Event costs covered by hotel occupancy tax: _____

Actual percentage of Facility costs covered by hotel occupancy tax (if applicable): _____

Actual percentage of Staff costs covered by hotel occupancy tax (if applicable): _____

If staff costs were covered, estimate of actual hours staff spent on funded Event: _____

How many years have you held this Event or Project: _____

How many people did you predict would attend this Event? (number submitted in application for hotel occupancy tax funds): _____

What would you estimate was the actual attendance at the Event? _____

How many room nights were generated at _____ (fill in name of your city or entity overseeing use of hotel tax) hotels, motels or bed & breakfasts by attendees of this Event or Project? _____

If this Event has been funded by hotel occupancy tax in the last three years, how many room nights were generated at _____ (fill in name of your city or entity overseeing use of hotel tax) hotels, motels, or bed & breakfasts by attendees of this Event or Project?

Last Year _____

Two Years Ago _____

Three Years Ago _____

What method did you use to determine the number of people who booked rooms at _____ (fill in name of your city or entity overseeing use of hotel tax) hotels, motels, or bed & breakfasts (e.g.; room block usage information, survey of hoteliers, etc.)?

Was a room block established for this Event at an area hotel (hotels), and if so, did the room block fill? _____
If the room block did not fill, how many rooms were picked up? _____

Please check all efforts your organization actually used to promote this Event and how much was actually spent in each category:

_____ Newspaper - \$ _____

_____ Radio - \$ _____

_____ TV - \$ _____

_____ Press Releases - \$ _____

Direct Mail - \$ _____ Other - \$ _____
What new marketing initiatives did you utilize to promote hotel and convention activity for this Event?

****Please attach samples of documents showing how _____ (fill in name of your city or entity overseeing use of hotel tax) was recognized in your advertising/promotional campaign**

****Please attach at least one sample of all forms of advertising/promoting used in your campaign. If the sample itself does not indicate the medium (radio, tv, print, or mail) used or where the advertising took place (e.g. a city's newspaper, or a radio spot that does not indicate the city where the spot was played), please include other information that would show location of the advertising and medium utilized.**

What _____ (fill in name of your city or entity overseeing use of hotel tax) businesses did you utilize for food, supplies, materials, printing, etc?

If the Event funded by hotel occupancy tax was a sporting-related function/facility, how many individuals actually participated in this event? _____

If the event was a sporting-related function/facility, how many of the participants were from another city or county? _____

If the event was a sporting-related function/facility, quantify how the activity substantially increased economic activity at hotel and motels within the city or its vicinity?

Please Submit to: _____
(fill in name, contact person, and address of your city or entity overseeing use of hotel tax)



City Council Meeting September 27, 2012 Agenda Item Transmittal

Agenda Item #: 16
Agenda Title: Consider appointing members to the Tree Advisory Board.
Council Action to be taken: Approve appointments
Initiating Department: Parks and Recreation
Staff Contact: Mike De Vito, Parks Superintendent

1. INTRODUCTION/PURPOSE

Five appointments must be made to establish the tree advisory board, as outlined in ordinance 2012-20, "Public Tree Care". The establishment of this board is also a requirement for the Tree City USA program.

2. DESCRIPTION/ JUSTIFICATION

My recommendation for members is based on individual qualifications and their interest in serving:

Brian Lawrence (The Woodsman Co.)
Christi Stromberg (Williamson County)
Robert Lopez (Black Stallion) verbal confirmation; waiting for application
Harlan Hayes (Tree Bees) verbal confirmation; waiting for application
Bonnie Sladek, Master Gardener verbal confirmation; waiting for application

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

We would like to have this board established in time for this year's Arbor Day festivities, which will be held on Saturday, October 20th.

5. RECOMMENDATION

Staff recommends appointment of these five applicants unless Council has other recommendations.

6. REFERENCE FILES

16a. [Ordinance 2012-20 Public](#) Tree Care Guidelines
16b. [Applications received](#)

ORDINANCE NO. 2012-20

AN ORDINANCE OF THE CITY OF TAYLOR TEXAS, AMENDING ORDINANCE 2010-12 BY ADDING A NEW PARAGRAPH 6.5 "PUBLIC TREE CARE"; TO PROVIDE FOR THE CARE OF PUBLIC TREES; TO CREATE A TREE ADVISORY BOARD; TO ESTABLISH PRACTICES GOVERNING THE PLANTING, CARE, AND REMOVAL OF TREES ON PUBLIC PROPERTY; TO MAKE PROVISION FOR THE REMOVAL OF DISEASED TREES ON PRIVATE PROPERTY UNDER CERTAIN CONDITIONS; PROVIDING FOR A PENALTY FOR VIOLATIONS; PROVIDING FOR SAVINGS AND SEVERABILITY CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Taylor Texas, recognizes that trees generally protect and enhance the quality of life and general welfare of the town; and

WHEREAS, the citizens of Taylor have long valued trees as a natural and often irreplaceable community resource and recognize them as assets for their beauty and service; and

WHEREAS, the City Council of Taylor Texas, has further determined that the protection and care of trees located on city property is essential to the present and future health, safety, and welfare of all citizens, and accordingly, have determined that the adoption and implementation of this "Public Tree Care" provision as part of Ordinance 2010-12 is meritorious and necessary.

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. The following Paragraph 6.5 "Public Tree Care is added to Section 6 of Ordinance 2010-12:

6.5. PUBLIC TREE CARE

A. Purpose.

To enhance the quality of life and the present and future health, safety, and welfare of all citizens, to enhance property values, and to ensure proper planting and care of trees on public property, the City Council herein delegates the authority and responsibility for managing public trees, creates a Tree

Advisory Board, establishes practices governing the planting and care of trees on public property, and makes provision for the emergency removal of trees on private property under certain conditions.

B. Definitions.

As used in this Article 6.5, the following words and phrases shall have the meanings indicated:

Damage - any injury to or destruction of a tree, including but not limited to: uprooting; severance of all or part the root system or main trunk; storage of material on or compaction of surrounding soil; a substantial change in the natural grade above a root system or around a trunk; surrounding the tree with impervious paving materials; or any trauma caused by accident or collision.

Nuisance - any tree, or limb thereof, that has an infectious disease or insect; is dead or dying; obstructs the view of traffic signs or the free passage of pedestrians or vehicles; or threatens public health, safety and welfare.

Parkway - the area along a public street between the curb and the sidewalk; or if there is no curb or sidewalk, the unpaved portion of the area between the street right-of-way line and the paved portion of the street or alley.

Public property - all grounds and rights-of-way (ROWS) owned or maintained by the City.

Public tree - any tree or woody vegetation on city-owned or city-maintained property or rights-of-way.

Top or Topping - the non-standard practice of cutting back of limbs to stubs within a tree's crown to such a degree so as to remove the normal canopy and disfigure the tree.

C. Authority and power.

(a) *Delegation of authority and responsibility.* The City Manager and/or his designee, hereinafter referred to as the "Director", shall have the authority and responsibility to plant, prune, maintain and remove trees and woody plants growing in or upon all city streets, rights-of-ways, city parks, and other public property. This shall include the removal of trees that may threaten electrical, telephone, gas, or any municipal water or sewer line, or any tree that is affected by fungus, insect, or other pest disease.

(b) *Coordination among city departments.* All city departments will coordinate as necessary with the Director and will provide services as required to ensure compliance with this Ordinance as it relates to streets, alleys, rights-of-way, drainage, easements and other public properties not under direct jurisdiction of the Director.

(c) *Interference.* No person shall hinder, prevent, delay, or interfere with the Director or his agents while engaged in carrying out the execution or enforcement of this Ordinance.

D. Tree advisory board.

The City Council hereby creates a "Tree Advisory Board," hereinafter referred to as the "Board."

(a) *Membership.* The Board shall consist of five (5) members approved by City Council. Members of the Board will serve without compensation.

(b) *Term of office.* Board members shall be appointed for two (2) year staggered terms. In the event hat a vacancy shall occur during the term of any member, a successor shall be appointed by City Council.

(c) *Officers.* The Board shall annually select one (1) of the members to serve as chair, may appoint a second member to serve as vice-chair, and may appoint a third member to serve as secretary.

(d) *Meetings.* The Board shall meet a minimum of four (4) times each year (quarterly). All meetings shall be open to the public. The Board chair may schedule additional meetings as needed.

(e) *Duties.* The Board shall act in an advisory capacity to the Director and shall:

- (1) Coordinate and promote Arbor Day activities;
- (2) Review and update a five-year plan to plant and maintain trees on city property;
- (3) Support public awareness and education programs relating to trees;
- (4) Review city department concerns relating to tree care;
- (5) Submit an annual report of its activities to the city council;
- (6) Assist with the annual application to renew the Tree City USA designation;
- (7) Develop of a list of recommended trees for planting on city property; and
- (8) Other duties that may be assigned by City Council.

E. Tree planting and care standards.

(a) *Standards.* All planting and maintenance of public trees shall conform to the American National Standards Institute (ANSI) A-300 "Standards for Tree Care Operations" and shall

follow all tree care Best Management Practices (BMPs) published by the International Society of Arboriculture.

(b) *Requirements of franchise utility companies.* Franchise utility companies shall provide advance notice to the City of their intended non-emergency tree pruning schedule and location of impacted area. The maintenance of public trees for utility clearance shall conform to all applicable utility industry standards.

(c) *Tree species list.* The Director shall develop and maintain an official list of desirable tree species for planting on public property in two size classes: Ornamental (20 feet or less in height at maturity) and Shade (greater than 20 feet at maturity). Only trees from this approved list may be planted without written approval from the Director.

(d) *Planting distances.* The Director shall develop and maintain an official set of spacing requirements for the planting of trees on public property. No tree may be planted within the visibility triangle of a street intersection or within ten (10) feet of a fire hydrant.

(e) *Planting trees under electric utility lines.* Only trees listed as Ornamental trees on the official city tree species list may be planted under or within fifteen (15) lateral feet of any overhead utility wire.

(f) *Protection of public trees during construction.* Any person, firm, corporation, or city department performing construction in the area of any public tree must employ appropriate measures to protect the tree, including, but not limited to, placing barriers around the tree to prevent any damage.

F. Adjacent owner responsibility.

(a) The owner of land adjacent to any city street or highway, when acting within the provisions of this Ordinance, may plant and maintain trees in the adjacent parkway area. Property owners are responsible for the reasonable and routine maintenance of trees and other landscaping in the adjacent parkway area.

(b) No property owner shall allow a tree, or other plant growing on his, her or its property or within the adjacent parkway to obstruct or interfere with pedestrians or the view of drivers, thereby creating an obstruction hazard. If an obstruction hazard exists on the property, the Director shall mail the property owner a certified return receipt requested letter requiring the owner to abate the obstruction hazard within fifteen days from the date of the letter. If the property owner fails to comply with the notice and abate the obstruction hazard, the City may undertake the work necessary to remove the obstruction hazard, charge the cost to the property owner, and secure the City cost

on the property by a lien filed of record. In addition, the City may pursue any other remedy provided by this Ordinance, law, or in equity against the property owner for causing the obstruction hazard.

G. Prohibition against harming public trees.

(a) It shall be unlawful for any person, firm or corporation to damage, remove, or cause the damage or removal of a tree on public property without written permission from the Director.

(b) It shall be unlawful for any person, firm or corporation to attach any cable, wire or signs or any other object to any street, park, or public tree.

(c) It shall be unlawful for any person, firm or corporation to "top" any public tree. Trees severely damaged by storms or other causes, where best pruning practices are impractical may be exempted from this provision at the determination of the Director.

H. Certain trees declared a nuisance.

Any tree, or limb thereof, on private property determined by the Director to have contracted a lethal, communicable disease or insect; to be dead or dying; to obstruct the view of traffic signs or the free passage of pedestrians or vehicles; or that threatens public health, safety, and welfare is declared a nuisance and the City may require its treatment or removal. Private property owners have the duty, at their own expense, to remove or treat nuisance trees on their property. The City may remove such trees at the owner's expense if the owner does not comply with treatment and/or removal as specified by the Director within the written notification period.

I. Appeals.

All appeals to a violation shall be heard by City Council."

SECTION 3. Any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be guilty of a misdemeanor and upon conviction shall be subjected to a fine not to exceed the sum of Five Hundred Dollars (\$500.00) for each offense, except where a different penalty has been established by State law for such offense in which event the penalty shall be fixed by state law and if deemed a violation of any provision which governs fire safety, zoning or public health or sanitation shall be punished by a penalty of fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense; and each and every day such violation is continued shall be deemed to constitute a separate offense.

SECTION 4. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the

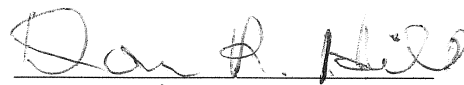
same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Taylor, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

SECTION 5. Ordinance No. 2010-12 as passed, previously amended, and as amended by this Ordinance shall otherwise remain in full force and effect.

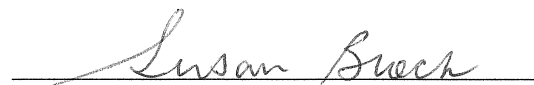
SECTION 6. This Ordinance shall become effective after its passage and publication according to law.

In accordance with Article VIII, Section 1 of the City Charter, this Ordinance was introduced before the City Council of the City of Taylor, Texas, on the 9th day of ~~July~~ ^{August}, 2012.

PASSED, APPROVED and ADOPTED on this the 23rd day of ~~July~~ ^{August}, 2012.


Don R. Hill
Mayor

ATTEST:


Susan Brock, City Clerk

APPROVED AS TO FORM:


Ted W. Hejl, City Attorney



City of Taylor

Boards and Committee

Application

PLEASE TYPE OR PRINT CLEARLY:

Name Brian Lawrence

Address (Residence and Mailing)
8901 Amberglens Blvd
Apt #23106

How long at this residence? 3 mo.

Phone (Home) _____

Cell Phone 512.466.2164

Fax _____

Email brian.sfa04@gmail.com

Occupation Arborist

Employer Woodsman

Address 109 N. Main

City Taylor

Work Phone 846-2535/940-0799

Business owner? ☐ Yes ☒ No

Additional information? _____

List the Board or Commission you are applying for (A person may not be appointed by the City Council to serve on more than one board or commission simultaneously. (Does not apply to the Comprehensive Plan Implementation Committee.) If more than one, please list in order of priority for which you wish to be considered.) : Tree City USA

Please consider attending a committee meeting of interest to you prior to submitting your application. Check the website at <http://www.taylortx.gov> for a complete roster of committee appointees.

List experience, training, skills or interests which you believe you could bring to this position. (Attach resume or additional pages if needed.) ISA Certified Arborist,

Experience w/ Arbor day & educational info

APPLICANTS FOR ZONING BOARD OF ADJUSTMENTS, PLANNING AND ZONING, BUILDING AND STANDARDS COMMISSION, AND PARKS AND RECREATION BOARD MUST BE A LEGAL RESIDENT OF THE UNITED STATES AND A VOTING RESIDENT WHO LIVES AND RESIDES* IN THE CITY OF TAYLOR. (*Effective 12/16/08. Residency requirement does not apply to the Moody Museum Board, Library Board, Main Street Advisory Board, Airport Board, or the TEDC. Change in residency status during term can result in termination of appointment.)

I hereby swear and affirm that the information provided above is true and correct

Signature Brian Lawrence Date 9-19-12



City of Taylor
Boards and Committee
Application

PLEASE TYPE OR PRINT CLEARLY:

Name Christi Stromberg

Address (Residence and Mailing)

1721 CR368

Taylor, TX 76574

How long at this residence?

6 yrs

Phone (Home)

512-365-2522

Cell Phone

512-461-7179

Fax

Email

Christistromberg@hotmail.com

Occupation

Employer

Williamson County

Address

3101 SE Inner Lp

City

Georgetown, TX 78626

Work Phone

512-943-3377

Business owner? ☐ Yes

☒ No

Additional information?

List the Board or Commission you are applying for (A person may not be appointed by the City Council to serve on more than one board or commission simultaneously. (Does not apply to the Comprehensive Plan Implementation Committee.) If more than one, please list in order of priority for which you wish to be considered.) : Tree Advisory Board

Please consider attending a committee meeting of interest to you prior to submitting your application.

Check the website at <http://www.taylor.tx.gov> for a complete roster of committee appointees.

List experience, training, skills or interests which you believe you could bring to this position. (Attach resume or additional pages if needed.) Certified Arborist, Horticulturist

APPLICANTS FOR ZONING BOARD OF ADJUSTMENTS, PLANNING AND ZONING, BUILDING AND STANDARDS COMMISSION, AND PARKS AND RECREATION BOARD MUST BE A LEGAL RESIDENT OF THE UNITED STATES AND A VOTING RESIDENT WHO LIVES AND RESIDES* IN THE CITY OF TAYLOR. (*Effective 12/16/08. Residency requirement does not apply to the Moody Museum Board, Library Board, Main Street Advisory Board, Airport Board, or the TEDC. Change in residency status during term can result in termination of appointment.)

I hereby swear and affirm that the information provided above is true and correct

Signature

Christi Stromberg

Date

9/20/12



City Council Meeting September 27, 2012 Agenda Item Transmittal

Agenda Item #: 17

Agenda Title: Consider awarding a bid for the sale of property located on the south-west corner of Vance Street and W 5th, legally described as Lot 5, Block 19 of the City of Taylor Addition.

Council Action to be taken: Consider awarding a bid

Initiating Department: Planning and Development

Staff Contact: Bob van Til, Director

1. INTRODUCTION/PURPOSE

The property is located on the south-west corner of Vance Street and W 5th Street.

The City purchased this property in December of 2010 in order to mitigate substandard housing on the lot. Following the relocation of the residents and the removal of the trailers, the city has been trying to sell the land.

The property was put up for bid three times.

The purpose of this item is to consider accepting a bid and awarding the sale of the property to the successful bidder.

2. DESCRIPTION/ JUSTIFICATION

The bid opening was conducted on September 17, 2012. Two bidders responded to the notice.

1. Candace Buzan and Ricky Northcutt – bid is \$9,000 with the intent to build a small office building;
2. John Jones – bid \$1,500 with the intent to build a parking lot and lease it to the County.

The property is currently zoned as multi-family with a mobile home overlay. The City future land use map supports a change to a commercial use, such as B1 or B3, which staff will initiate after the award is made.

3. FINANCIAL/BUDGET

The suggested bid amount was \$19,000. With responses below the suggested amount, the contract for sale will include performance criteria for improving the property as stipulated in the bid document.

However, after bidding the property three times, the high bid submitted will help offset the expenses incurred with the project somewhat.

4. TIMELINE CONSIDERATIONS

The successful bidder is required to provide the City with ten percent of the bid amount within three working days of the acceptance of the bid until the property closes.

5. RECOMMENDATION

Staff recommends that the council award the sale of the property to Candace Buzan and Ricky Northcutt in the amount of \$9,000.

6. REFERENCE FILES

17a. [Bid responses](#)

17b. [Aerial](#)

Bid Response Form:

Name of Bidder: Candace A. Buzan; Ricky L. Northcutt

Type of entity if not an individual and the entity representative:

Address: 19702 Spotted Owl Lane, Pflugerville, TX 78660

Phone number: 512-797-5580

Email address: cbuzan@primelending.com
rick@ricknorthcutt.com

Bid amount (Preferred minimum bid is \$19,000.00):
\$9,000.

Description of proposed use (plan for the property) - attach additional sheets if necessary.

Plan to ask for zoning change to commercial to
build small office.

Signature of bidder

Candace A. Buzan Ricky L. Northcutt

Date:

9/9/12

Signing the Bid Response Form commits the bidder to the amount bid for the Property and evidences bidder's financial ability to purchase the Property. The Bidder acknowledges full understanding of the conditions and requirements of this bid packet and form.

Bid Response Form:

Name of Bidder: John Jones

Type of entity if not an individual and the entity representative:

Developer

Address: 1010 Cecelia St Taylor TX 76574

Phone number: 512 461-5743 / 512 365-5400

Email address: Improved Properties@yahoo.com

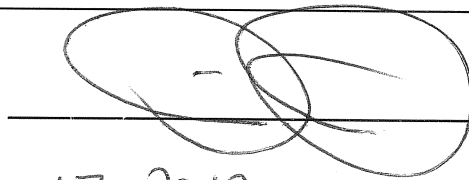
Bid amount (Preferred minimum bid is \$19,000.00):

\$1,500.00

Description of proposed use (plan for the property) - attach additional sheets if necessary.

County Office Parking Overflow
lot.

Signature of bidder



Date:

September 17, 2012

Signing the Bid Response Form commits the bidder to the amount bid for the Property and evidences bidder's financial ability to purchase the Property. The Bidder acknowledges full understanding of the conditions and requirements of this bid packet and form.

Improved Properties

Acquisition / Resale
Restoration / Rental

John N. Jones
(512) 365-5400

1010 Cecelia St.
Taylor, Texas 76574

To: Planning & Development Director Bob Vantil
Sept 17, 2012

I would like to Develop
the 421 Vance Street Corney to
Provide what I believe to be much
~~the~~ needed Overflow Parking for Our
County Office Building. I will pursue
a Conservative Lease agreement from
them and follow up with Re Surfacing
the Existing Gravel lot and adding
Parking Stops to Define Parking.
I offer 1,500.00


John Jones



FOWZER

5TH

VANCE

TALBOT

4TH



75 37.5 0 75 Feet



City Council Meeting September 27, 2012 Agenda Item Transmittal

Agenda Item #: 18
Agenda Title: Confirm City Manager's appointment of Police Chief.
Council Action to be taken: Confirm or deny
Initiating Department: City Management
Staff Contact: Jim D. Dunaway, City Manager

1. INTRODUCTION/PURPOSE

I am asking once again that you confirm my appointment of Daniel Ramsey as Chief of Police for the City of Taylor Police Department. I appointed Dan the Interim Police Chief on September 12, 2011 and have once attempted to bring this matter before you for confirmation. I recalled that request in order to resolve the questions some of you had regarding this appointment. Since he has served as Interim for more than a year, I feel that there has been ample time to view his work and results. Also, Dan has taken all of the training he can at this point since he is not actually the formal Chief of Police. Given this, I am bringing this matter before you in an effort to formalize this appointment.

2. DESCRIPTION/ JUSTIFICATION

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

I am recommending that you formally confirm my appointment of Daniel Ramsey as Chief of Police of the City of Taylor Police Department.

6. REFERENCE FILES



***City Council Meeting
September 27, 2012
Agenda Item Transmittal***

Agenda Item #: 19
Agenda Title: Update on capital improvement projects.
Council Action to be taken: Receive update.
Initiating Department: City Council
Staff Contact: Casey Sledge, Consulting City Engineer

1. INTRODUCTION/PURPOSE

Council has requested that a regular update on Capital Improvement Projects be conducted in the public forum of council meetings. These presentations will assist in our efforts to keep the council and public informed on the status of ongoing projects.

2. DESCRIPTION/ JUSTIFICATION

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

6. REFERENCE FILES

19a [CIP Report August](#)

Capital Improvement Program

August 2012

MONTHLY REPORT



sledge
ENGINEERING LLC

481 TUCEK ROAD TAYLOR, TX 76574
PH 512.365.1888
FAX 512.365.1962
www.sledge.biz



TO: Mayor and City Council, City of Taylor

FROM: Casey Sledge, P.E., AICP, CFM - Sledge Engineering, LLC

SUBJECT: August 2012 Monthly CIP Report – 8/23/12

The following report is intended to give an update of ongoing CIP Projects. If more information is needed, please contact me anytime.

2nd Street Paving & Drainage	
Designer: Halff Associates	Contractor: FT Woods
Key Dates: Asphalt Start= Sept. 2012	Construction Estimate: \$17,000,000

- Storm drain work on 2nd Street is almost complete
- Concrete driveways, curb & gutter, and sidewalk continue east on the north side of the project
- FT Woods is preparing to switch traffic to the north lanes after they are paved. They will use the original traffic phasing plan and they are scheduled to begin in early September. They will use an alternate type of asphalt to allow traffic to be on the newly paved roads sooner than planned.

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FAX 512.365.1962
www.sledge.biz



2nd Street at MainSt. looking west:
Final base installation and storm
drain inlets underway

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PH 512.365.1888
FAX 512.365.1962
www.sledge.biz



481 TUCEK ROAD TAYLOR, TX 76574
PH 512.365.1888
FAX 512.365.1962
www.sledge.biz



Sloan Street	
Designer: ATKINS	Contractor: Patin Construction
Key Dates: September 2012 Completion	Construction: \$1,687,733

- Stop Work order issued to Patin while elevations are investigated
- Patin has submitted surveyor data

Recreation Center	
Designer: KAH Architects	Contractor:
Key Dates: Design started Jan 2012	Construction Award:

- Survey, Programming, Schematic Design, and Design Development plans complete
- Construction Documents 75% complete
- Project Meeting today to determine bid schedule

2011 CDBG Water Mains	
Designer: Sledge Engineering	Contractor:
Key Dates:	Construction Award:

- Design plans complete
- Union Pacific permit approved
- TxDOT permitting being revised again at TxDOT request.

481 TUCEK ROAD TAYLOR, TX 76574
PH 512.365.1888
FAX 512.365.1962
www.sledge.biz



Holly Springs Drainage	
Designer: Sledge Engineering	Contractor:
Key Dates:	Construction Award:

- Sealed proposals opened last week; being scored this week for Council Award 9/13
- Gas lines have been relocated at Holly Springs and Donna Drive.
- Phone lines will be relocated during our project in a coordinated effort with AT&T

Annexed Area Fire Hydrants	
Designer: Sledge Engineering	Contractor:
Key Dates: Bidding begins July 31, 2012	Construction Award:

- Sealed proposals opened last week; being scored this week for Council Award 9/13
- Adding fire hydrants to recently annexed areas including water systems owned by City of Taylor, Jonah SUD, and Manville WSC



City Council Meeting September 27, 2012 Agenda Item Transmittal

Agenda Item #: 20

Agenda Title: Executive Session.

Council Action to be taken: Consult with City Attorney

Initiating Department: City Administration

Staff Contact: Jim D. Dunaway, City Manager
Ted Hejl, City Attorney

1. INTRODUCTION/PURPOSE

This Executive Session is called to consult with City Attorney.

2. DESCRIPTION/ JUSTIFICATION

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

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

6. REFERENCE FILES

20a. [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 27, 2012 and has posted an Official Agenda indicating the 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 | To discuss personnel matters |
| ☒ | 551.087 | To conduct economic development negotiations and consider 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

I, Donald R. Hill, Mayor of the City of Taylor, do hereby certify that this Agenda of an Executive Session of the City Council is a true and correct record of the proceedings.

WITNESS my hand this the _____ day of _____, 2012

Donald R. Hill, Mayor



***City Council Meeting
September 27, 2012
Agenda Item Transmittal***

Agenda Item #: 21
Agenda Title: Executive Session. (Economic Development)
Council Action to be taken: Adjourn into Closed session.
Initiating Department: City Administration
Staff Contact: Jim D. Dunaway, City Manager

1. INTRODUCTION/PURPOSE

2. DESCRIPTION/ JUSTIFICATION

The Taylor City Council will conduct a closed meeting under Section 551.087 of the Texas Government Code which allows such a closed meeting and which Rules conflict with the Texas Open Meetings Act.

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

6. REFERENCE FILES

20 a. [Combined Executive Session form](#)



City Council Meeting September 27, 2012 Agenda Item Transmittal

Agenda Item #: 23
Agenda Title: Consider approving wholesale water agreement with Noack Water Supply Corporation.

Council Action to be taken: Approve or reject

Initiating Department: City Administration

Staff Contact: Jim D. Dunaway, City Manager

1. INTRODUCTION/PURPOSE

This item was discussed at your last regular meeting and tabled to provide more time for you, the Council, to review and digest the substance of the agreement. As mentioned at your last meeting, negotiations have been ongoing for the past two years with the Noack Water Supply Corporation to create a new combined wholesale water contract. For the Noack W.S.C. to acquire state or federal funding for improvements to their system and to meet all applicable TCEQ requirements/regulations, they need a reliable forty (40) water supply contract in place.

2. DESCRIPTION/ JUSTIFICATION

The attached contract combines the existing two contracts (currently referenced as the U.S. 79 and F.M. 112 contracts) into one all inclusive document. Both Phil Haag, our attorney in this matter, and I will discuss the details of this contract in more detail with you at the meeting.

3. FINANCIAL/BUDGET

All financial aspects associated with this new contract are covered via either the Utility Fund reserve account or previously issued Certificates of Obligation.

4. TIMELINE CONSIDERATIONS

Both existing agreements are dated; therefore, Staff is asking that this matter be decided as soon as possible.

5. RECOMMENDATION

Staff will act according to your input on this matter.

6. REFERENCE FILES

23a. [Proposed combined contract](#) with Noack WSC and exhibits included

**WHOLESALE WATER SERVICES AGREEMENT
BETWEEN
THE CITY OF TAYLOR AND
AND NOACK WATER SUPPLY CORPORATION**

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

THIS WHOLESALE WATER SERVICES AGREEMENT (the “Agreement”) is made and entered into by and between the CITY OF TAYLOR, TEXAS (“Taylor”), a Texas home rule city, and Noack Water Supply Corporation, a Texas non-profit, member-owned water supply corporation operating pursuant to Chapter 67 of the Texas Water Code, as amended, with its principal offices in Thrall, Williamson County, Texas, (“Noack”).

RECITALS

1. Taylor owns, operates and maintains a municipal water supply, distribution and delivery system consisting of water storage, transmission and distribution facilities and related appurtenances to serve the needs of its customers.
2. Noack owns, operates and maintains a water supply, distribution and delivery system consisting of one 60 gpm groundwater well, water storage, transmission and distribution facilities and related appurtenances to serve the needs of its customers located within Noack’s Service Area (as defined below).
3. Noack and Taylor are currently parties to two water supply agreements; to wit, the January 23, 1991 “Water Treatment Contract” and the 1980 “Water Purchase Contract”, pursuant to which Taylor provides Noack with wholesale treated water service.
4. Noack now desires to increase the amount of water that it purchases from Taylor and Taylor desires to increase the amount of water that it sells to Noack.
5. Taylor and Noack now desire to execute this Agreement to evidence henceforth the agreement of Taylor to provide wholesale water service to Noack under the conditions described in this Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Taylor and Noack agree as follows:

ARTICLE I
DEFINITIONS

Section 1.01. Definitions of Terms. As used in this Agreement, except as otherwise provided herein, the following terms have the meanings ascribed in this section.

- a. "Agreement" means this "Wholesale Water Services Agreement Between the City of Taylor and Noack Water Supply Corporation" dated August __, 2012.
- b. "Brazos River Authority Contract" means the April 21, 2004 "Taylor Treated Water Services and Acquisition Contract" between Taylor and the Brazos River Authority.
- c. "Costs of Taylor's System" means all costs of acquiring, constructing, developing, permitting, implementing, expanding, improving, enlarging, bettering, extending, replacing, repairing, maintaining and operating Taylor's System, including, without limiting the generality of the foregoing, the costs of property, interests in property, capitalized interest, land, water, water rights, easements and rights-of-way, damages to land and property, leases, facilities, equipment, machinery, pumps, pipes, tanks, valves, fittings, mechanical devices, office equipment, assets, contract rights, wages and salaries, employee benefits, chemicals, stores, material, supplies, power, supervision, engineering, testing, auditing, franchises, charges, assessments, claims, insurance, engineering, financing, consultants, administrative and overhead expenses, auditing expenses, legal expenses and other similar or dissimilar expenses and costs required for Taylor's System. Costs of Taylor's System shall also include reasonable amounts for an operation and maintenance reserve fund, debt service reserve fund, required coverage of debt service, working capital, improvements, replacements, repairs, capital improvements and appropriate general and administrative costs.
- d. "Delivery Points" mean the two points at which Noack may withdraw water from Taylor's System for distribution within Noack's System. The first Delivery Point is located along State Highway 79 approximately one-fourth mile east from its intersection with Farm to Market Road 619, as more particularly described on the attached Exhibit A attached hereto. The second Delivery Point is located along Farm to Market Road 112, approximately three-quarter (3/4) miles west of County Road 619 and as more particularly described on the attached Exhibit A-1.
- e. "Effective Date" of this Agreement means the date described in the last paragraph of this Agreement.
- f. "Emergency" means a sudden unexpected happening; an unforeseen occurrence or condition; exigency; pressing necessity; or a relatively permanent condition of insufficiency of service or of facilities resulting in social distress. The term includes Force Majeure and acts of third parties which cause Taylor's System to be unable to provide the water services agreed to be provided herein.

- g. “Force Majeure” means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of any governmental entity or any civil or military authority, acts, orders or delays thereof of any regulatory authorities with jurisdiction over the parties, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, blue northers, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or any other conditions which are not within the control of a party.
- h. “Highway 79 Water Line” means the 8-inch water line along State Highway 79 approximately one-fourth mile east from its intersection with Farm to Market Road 619 to the parcel of property containing the Waterworks of the City of Thrall (“Thrall”) adjacent to Water Work Road as shown in the attached Exhibit B
- i. “Master Meter” means the meter (or meters) located at one of the two points at which Taylor's System connects to Noack’s System as more fully described in Exhibit A, attached hereto. Said Master Meter locations are also referred to herein as the Delivery Points. As the context requires, “Master Meter” may refer to one master meter individually or to both Master Meters.
- j. “Noack” means the Noack Water Supply Corporation, a Texas non-profit water supply corporation organized and operating pursuant to Chapter 67 of the Texas Water Code with its principal offices in Thrall, Williamson County, Texas.
- k. “Noack’s Service Area” means Noack’s certificated water supply service area, as such service area now exists or may be changed hereafter pursuant to Noack’s Certificate of Convenience and Necessity No. 12359 issued by the TCEQ.
- l. “Noack’s System” means Noack’s water supply, distribution and delivery system currently consisting of one 60 gpm groundwater well and other water storage, transmission and distribution facilities and related appurtenances.
- m. “Party” means either Taylor or Noack as the context requires. “Parties” means Taylor and Noack.
- n. “Taylor’s System” means all water treatment, transmission and distribution facilities, lines, mains, reservoirs, pump stations, residential, commercial and industrial connections and any other parts or components that comprise the public water system of Taylor, together with all extensions, expansions, improvements, enlargements, betterments and replacements thereof.
- o. “TCEQ” means the Texas Commission on Environmental Quality and its predecessor and successor agencies.

- p. “United States Department of Agriculture Office of Rural Development” (“Office of Rural Development”) means the federal agency providing financial assistance to Noack for improvements to the water system.
- q. “Water” or “Potable Water” means water delivered by Taylor hereunder at the Delivery Points which shall be potable water of a quality conforming to the requirements of any applicable federal or state laws, rules, regulations or orders, including requirements of the TCEQ for water used for human consumption and other domestic use.

Section 1.02. Captions. The captions appearing at the first of each numbered section or paragraph in this Agreement are inserted and included solely for convenience and shall not be considered or given any effect in construing this Agreement.

ARTICLE II

DELIVERY OF WATER

Section 2.01. Quantity and Pressure.

- a. Subject to the limitations set forth herein, Taylor agrees to sell to Noack all treated water needed and requested by Noack for Noack’s Service Area in a total amount as measured at the two Master Meters not to exceed 500,000 gallons per day, and up to, but not in excess of a peak daily flow rate of 1,158 gallons per minute. Without the prior written agreement of Taylor, Noack may not seek to expand Noack’s Service Area into Taylor’s corporate limits or extraterritorial jurisdiction. Taylor shall make the water available at the Delivery Points at a minimum pressure of 35 psi. The parties may increase the maximum service level hereunder by entering into a written amendment of this Agreement.
- b. Delivery of potable water to meet the requirements of Noack is subject to and limited by Taylor’s available system supply, treatment and transportation capabilities. As a result, Noack acknowledges and agrees that Taylor may furnish the water to be provided hereunder to the Delivery Points for acceptance by Noack in a manner consistent with the water supply and demand at any point in time.
- c. Taylor reserves the right to require Noack, at its expense, to install flow restriction devices, at such locations as Taylor may hereafter reasonably specify, in order to restrict the flow of water to Noack to the levels and times agreed to herein.
- d. Delivery of the water shall be at the Master Meters.

Section 2.02. Primary Water Service; Use of Water. Except as provided herein, Taylor and Noack agree that water provided under this Agreement is intended to provide the primary source of water to Noack during the term hereof and shall not be construed to provide supplemental, backup, peak-load or as-available service. Noack agrees to use

water provided by Taylor under this Agreement for its customers during the term of this Agreement. Notwithstanding the foregoing, Noack may continue to use its existing groundwater well but agrees to limit the production of groundwater from its current and/or new wells to a cumulative total of 100,000 gpd. Noack may acquire (i) additional sources of surface water (ii) additional sources of groundwater from the drilling of new wells or from increasing the capacity of its current groundwater well and (iii) additional contractual sources of water supply but all such water shall only be used during an Emergency, as defined herein.

Section 2.03. Purposes. Noack may resell water it purchases from Taylor on a wholesale basis subject to the prior written approval of Taylor.

Section 2.04. Emergency; Right of First Refusal - Alternative Source. In the event of an Emergency or if Noack determines that it requires more than the 500,000 gallons per day, Noack may seek an alternative source of water; provided however, Noack shall provide Taylor the first right to meet such Emergency or additional demand under the terms herein. Noack agrees that Taylor is the primary source of water for the Noack system and will not seek alternative source except under the terms herein.

Section 2.05. Nondiscrimination. Water service provided to Noack by Taylor shall be nondiscriminatory and consistent with Taylor's policies, tariffs and regulations as amended from time to time and the law.

Section 2.06. Delivery Point. Water delivered by Taylor shall be delivered at the Delivery Points and at no other points. Noack shall be solely responsible for conveying its water from the Delivery Points to Noack's intended places of use for the water. The existing Delivery Points may be changed and new points of delivery may be added by written agreement of Taylor and Noack. In the event that a point of delivery is changed or added, Noack shall pay all costs associated therewith, unless Taylor requests the change or addition, in which event Taylor shall pay such costs.

Section 2.07. Quality of Water Delivered to District; Information Between Parties. The water delivered by Taylor hereunder at the Delivery Points shall be potable water of a quality conforming to the requirements of any applicable federal or state laws, rules, regulations or orders, including requirements of the TCEQ for human consumption and other domestic use.

Section 2.08. Information. Each Party agrees to provide to the other Party, in a timely manner, any information or data regarding this Agreement or the quality of treated water provided through this Agreement as required for reporting to state and federal regulatory agencies.

Section 2.09. Blending of Water Supplies. Taylor makes no representations or assurances to Noack that the water Taylor provides to Noack may, safely and without any adverse consequences to Noack, its water supply or Noack's System, be blended with water from any other source or sources available to Noack. Noack assumes full responsibility and liability for any and all damages, losses, costs and expenses resulting

from such blending of water supplies, and agrees to indemnify, hold harmless and defend Taylor against any and all claims, causes of action and costs incurred or arising as a result of such blending of waters, including court costs and reasonable witness and attorneys' fees, and as provided in Section 10.05 of this Agreement.

ARTICLE III **METERING; ESTIMATING WATER DELIVERIES**

Section 3.01. Master Water Meters. Taylor shall own the Master Meters and shall, at its expense, maintain, repair and, as necessary, replace the Master Meters. Taylor shall read the Master Meters.

Section 3.02. Meter Accuracy; Calibration; Consumer Audit.

- a. The Master Meters may be calibrated at any reasonable time by either Party to this Agreement at such Party's expense, provided that the Party making the calibration shall notify the other Party at least one (1) week in advance and allow the other Party to witness the calibration. Further, the Master Meters shall be tested for accuracy and, as necessary, calibrated by Taylor at its expense at least once each calendar year, at intervals of approximately twelve (12) months, and a report of such test shall be furnished to Noack. In the event any question arises at any time between the regular annual tests as to the accuracy of the Master Meters, then the Master Meters shall be tested promptly upon demand of either Party. The expense of such test shall be borne by the requesting Party if the tested meter is found to be within 3% of the test result and by the other Party if the tested meter is found to not be within 3% of the test result.
- b. If, as a result of any test, a Master Meter is found to be registering inaccurately (in excess of 3%), the readings of the Master Meter shall be corrected at the rate of its inaccuracy for any period which is definitely known or agreed upon or, if no such period is known or agreed upon, the shorter of:
 1. a period extending back either sixty (60) days from the date of demand for the test or, if no demand for the test was made, sixty (60) days from the date of the test; or
 2. a period extending back one half of the time elapsed since the last previous test.

ARTICLE IV **CHARGES, BILLING AND FINANCIAL MATTERS**

Section 4.01. Volume Rate. Noack shall pay Taylor a volumetric rate (the "Volume Rate") for diversion, transportation and delivery of the actual amount of water delivered to Noack, including all water used or lost due to leakage or for any other reason. In this regard, the amount of water delivered shall be calculated by (i) subtracting the meter reading from the Thrall master meter located as shown on the attached Exhibit C from

the total amount of water as measured at the two Delivery Points combined if Taylor is providing water service to Thrall or (ii) if Taylor is not providing water service to Thrall, by totaling the amount of water delivered as measured at the two Delivery Points combined. As a minimum, Noack shall pay Taylor the Volume Rate for a minimum annual average of 40,000 gallons per day regardless of the actual amount of water delivered to Noack. The Volume Rate is comprised of the volume rate for the quantity of water delivered by Taylor to Noack and shall be based on the Costs of Taylor's System, as defined above. The Volume Rate may be adjusted from time to time as the Costs of Taylor's System change. The current Volume Rate is \$3.50 per 1000 gallons. Noack will pay at 150% of the Volume Rate for any water used in excess of the maximum 500,000 gallons per day.

Section 4.02. Operation and Maintenance. For the time period beginning February 18, 2010, and ending on January 31, 2013, Taylor shall pay Noack and Noack will accept as payment in full the sum of \$500.00 to recover operational and maintenance expenses and losses, if any, that Noack may have incurred.

Section 4.03. Modification of Charges and Rates. At any time that this Agreement is in effect but not more than once in any 12-month period, Taylor, subject to applicable law, may modify the Volume Rate as appropriate to recover the Costs of Taylor's System in a just and reasonable manner. Taylor shall have the right to use a water rate consultant to help establish its rates from time to time.

Section 4.04. Billing and Payment. Taylor shall bill Noack one time each month for the amount owed for the Volume Rate. Each bill submitted to Noack shall be paid to Taylor at its office in Taylor, Texas, by check or bank wire transfer on or before thirty (30) days from, the date of the invoice. In the event Noack fails to make payment of a bill within said thirty (30) day period, Noack shall pay interest on the unpaid balance at a rate equal to twelve percent (12%) per annum. If the bill has not been paid by the due date, Noack further agrees to pay all costs of collection including reasonable attorney's and witness fees and court costs.

Section 4.05. Noack Rates.

- a. Noack shall determine and charge its retail customers such rates as Noack shall determine; provided, however, Noack agrees that during the tenure of this Agreement it shall fix and collect such rates and charges for retail water service provided by its waterworks system so as to produce revenues in an amount equal to at least all of the operation and maintenance expenses of Noack's System, including all costs of wholesale water from Taylor hereunder, together with all other amounts required to pay all principal and interest on any debt obligations issued by Noack and to make prompt and complete payments to Taylor under this Agreement. Failure to collect from its customers will not affect Noack's obligation to make all payments due to Taylor.

- b. The parties agree and Noack represents and covenants that all moneys required to be paid by Noack under this Agreement shall constitute an operating expense of Noack's waterworks system authorized by the Constitution and laws of the State of Texas, including Chapter 49, Texas Water Code, as amended.

ARTICLE V

Construction, Operation and Maintenance

Section 5.01. Construction of Distribution System. Noack, at its own cost and expense, shall construct a potable water distribution system and all related facilities to receive the water delivered by Taylor and supply potable water to the customers within Noack's Service Area.

Section 5.02. Capital Improvements. At such time or times that Taylor determines that capital improvements must be made to Taylor's System in order to adequately provide Noack with its current or future demands, Taylor may make all such necessary expansions and capital improvements and include such charges in the cost of its Volume Rate to all of Noack or to all of Taylor's customers, as the circumstances may warrant.

Section 5.03. Maintenance and Operation; Future Construction.

- a. Taylor shall be responsible for operating, maintaining, repairing, replacing, extending, improving and enlarging Taylor's System and shall promptly repair any leaks or breaks in Taylor's System.
- b. Noack may enter into a contract with Taylor whereby Taylor will be responsible for operating, maintaining, and repairing Noack's System, including the meters, and shall promptly repair any leaks or breaks in Noack's System.
- c. Noack shall be responsible for replacing, extending, improving and enlarging Noack's System.

Section 5.04. Rights and Responsibilities in Event of Leaks or Breaks. Noack shall be responsible for paying for all water delivered to it under this Agreement at the Delivery Point regardless of the fact that such water passed through the Delivery Points as a result of leaks or breaks in Noack's System. In the event a leak, break, rupture or other defect occurs within Noack's System, including the meters, that could either endanger or contaminate Taylor's System or prejudice Taylor's ability to provide water service to its other customers, Taylor, after providing reasonable notice to Noack and opportunity for consultation, shall have the right to take whatever actions Taylor reasonably considers appropriate to protect the public health and welfare, Taylor's System and the water systems of Taylor's customers including, without limitation, the right to restrict, valve off or discontinue service to Noack until such leak, break, rupture or other defect has been repaired. Provided that such leaks, breaks or ruptures are not the result of Taylor's negligence or caused by or the result of defect, fault or malfunction of Taylor's meters, valves or other equipment. Noack shall reimburse Taylor for all its

reasonable costs in taking such actions within thirty days of its receipt of a bill from Taylor for such costs.

Section 5.05. Curtailment, Conservation Restrictions and Environmental.

- a. Taylor shall have the right to curtail or ration wholesale service to Noack in times of high system demand. Noack agrees to impose on its retail customers and enforce all voluntary and mandatory conservation and use restrictions imposed by Taylor on its own retail and wholesale customers, or imposed by the Brazos River Authority on Taylor under the BRA Contract or as may required by the TCEQ. The parties hereby agree that if it is ever reasonably determined by Taylor during the term of this Agreement that it is unable to adequately provide water or water services to Taylor's Service Area, or its then existing committed customers because of an Emergency or shortage of water supply, production, treatment, storage or transportation capability in Taylor's System, or for any other reason, or if Taylor needs to cause repairs to be made to Taylor's System to repair, replace or improve the level of water service to its customers, then Taylor shall have the right to curtail or limit service to Noack for such time as the condition that requires the curtailment or limitation continues. Taylor agrees to provide notice of the need for curtailment or limitation as soon as reasonably practicable. Noack further agrees, in times of such Emergency or shortage or the need for repair, replacement or improvement of Taylor's System, to take appropriate action to curtail or limit all usage in Noack's Service Area. Any such measures taken by Noack will be at least as stringent as those adopted by Taylor for Taylor's Service Area except to the extent that Noack may supplement its water supply from alternative sources as described in Section 2.04. The parties agree that in times of Emergency, shortage or over uses of water, the priority in the purposes of use and the restrictions thereon shall be as established from time to time by Taylor for its water supply customers. Notwithstanding anything herein to the contrary, if it is ever determined by any governmental or regulatory authority having jurisdiction that provision of water services by Taylor under this Agreement or that curtailment or limitation of water or water services by Taylor to any of its customers, including Noack, is in violation of applicable law, regulation or order, then Taylor, after reasonable notice to Noack and opportunity for consultation, may take such action as will best effectuate this Agreement and comply with applicable law.
- b. Noack agrees to comply with all applicable requirements set forth in the System Water Availability Agreement and TCEQ requirements, including the adoption of a water conservation plan and a drought contingency plan in compliance with the Texas Water Code and TCEQ rules. Noack agrees that the provisions of its drought contingency plan shall be as stringent, or more stringent, than the provisions of Taylor's drought contingency plan for Taylor's System as the same may be amended from time to time.

Section 5.06. Backflow Prevention. Noack shall install such backflow prevention devices, if any, as are deemed reasonably necessary for the protection of the public water supply by Taylor, the TCEQ, the Texas Department of Health, or other regulatory agencies.

Section 5.07. Plumbing Regulations. To the extent Taylor and Noack have the authority, both covenant and agree to adopt and enforce adequate plumbing regulations with provisions for the proper enforcement thereof, to ensure that neither cross-connection or other undesirable plumbing practices are permitted, including an agreement with each of their respective water customers that allows the retail provider to said customer to inspect individual water facilities prior to providing service to ensure that no substandard materials are used and to prevent cross-connection and other undesirable plumbing practices.

Section 5.08. Taylor's System to be Self-Sufficient. Taylor's System shall be comprised of the facilities as are considered reasonable and necessary by Taylor to provide water or water services to Taylor's Service Area. The parties agree that Taylor is authorized to issue such indebtedness as it may deem appropriate to pay for any Costs of Taylor's System or, in lieu of issuing indebtedness, to provide for the borrowing of internal Taylor funds from Taylor resources other than Taylor's System and, in such events, the Costs of Taylor's System borne by the customers, including Noack, shall include debt service, paying agent/registrar fees and reasonable coverage on any indebtedness issued by Taylor or the recovery (amortized over a reasonable period) of any internal Taylor funds utilized together with reasonable interest and coverage thereon to be established in accordance with Taylor's policy as now or hereafter implemented.

Section 5.09. Easements. Noack shall be responsible for securing any easements necessary for Taylor to provide Noack with the water service described herein at its sole cost and expense.

ARTICLE VI

OWNERSHIP AND USE OF THE HIGHWAY 79 WATER LINE

Section 6.01. OWNERSHIP AND CAPACITY. The Parties acknowledge that on February 18, 2010, Taylor executed a Water Purchase Agreement (the "Thrall Water Agreement") wherein it agreed to provide Thrall water service through January 31, 2013. The parties further acknowledge that such service requires that the water be transported through the Highway 79 Water Line.

Section 6.02. OWNERSHIP DISPUTE. Notwithstanding the provisions of Section 6.01, above, the Parties acknowledge that Thrall has filed a declaratory judgment suit against Noack claiming ownership of the Highway 79 Water Line to the exclusion of Noack's rights. The parties further acknowledge that the ownership and capacity rights in the Highway 79 Water Line could also become the subject of future claims by others. For purposes of this Agreement, all such competing claims of ownership to operational

control over and/or capacity rights in the Highway 79 Water Line shall be referred to herein as the "Water Line Dispute".

Section 6.03. SERVICE TO THRALL. In consideration of this Agreement and without waiving any right or claim it may possess as to any third party, Noack hereby authorizes Taylor to use whatever rights Noack may have in the Highway 79 Line to provide water service to Thrall until January 31, 2013 and agrees that it will take no legal action against Taylor for providing water service to Thrall during the original term (February 1, 2010 to January 31, 2013) of its Thrall Water Agreement.

Section 6.04. RIGHT TO TERMINATE RELATED TO HIGHWAY 79 WATER LINE DISPUTE AND OTHER ACTIONS. Upon 60 days written notice and at such time Taylor determines in its sole discretion and in good faith that the Water Line Dispute may impose a legitimate and substantial threat to its legal right or ability to provide water service to Noack, Thrall or other customers, if any, in whole or in part, or may otherwise result in questions concerning Taylor's ability to fulfill the terms of this Agreement or otherwise create a liability for Taylor, Taylor retains the right to take the following actions: (i) terminate or suspend the delivery of water to the Delivery Point at Highway 79; and (ii) continue the delivery of water to the Delivery Point at FM 112 in the total quantity and on the terms, to the extent possible, as described in this Agreement. In addition, Taylor may also terminate or suspend delivery of water to Noack if Noack sues Taylor for any cause related to the Thrall Water Agreement for water service to Thrall through January 31, 2013.

Section 6.05. NO LEGAL ACTION. Noack agrees and covenants not to name Taylor as a party to any legal action, file suit against Taylor or make any legal claim against Taylor for its involvement predating this Agreement, if any, whether direct or indirect, with the Highway 79 Water Line. Further, Noack agrees not to contest Taylor's provision of water service to Thrall through January 31, 2013, as more fully described in Section 6.03.

Section 6.06. RESERVATION OF RIGHTS. Except as otherwise provided herein, the Parties agree that neither Party waives any of its rights related to the provision of water service by Taylor to Thrall by entering into this Agreement. Both Taylor and Noack reserve all their respective rights in connection with the provision of water service by Taylor to Thrall.

ARTICLE VII. WATER SERVICE AREA TRANSFER

Section 7.01. TRANSFER OF SERVICE AREA. Pursuant to the terms and conditions set forth in Article VI, above, and in this Section 7.01, Noack shall transfer to Taylor all of that portion of its Service Area along State Highway 79 that is currently within Taylor's municipal limits, as more fully described in Exhibit D attached hereto and referred to herein as the "Transfer Area". The transfer of the Service Area is subject to the following conditions:

- a. The transfer of service area referenced in this Article VII shall not be initiated unless Taylor is reasonably satisfied that Taylor can obtain the legal title to that portion of the Highway 79 Water Line described in Paragraph 7.01 (d), below.
- b. Upon Taylor's decision to initiate the transfer, Taylor at its expense shall make application to TCEQ to transfer the Transfer Area and all related facilities from Noack's Service Area to Taylor's service area, as more fully described in Taylor's Certificate of Convenience and Necessity (CCN) No. 12359. Noack shall execute the TCEQ transfer application documents and will fully cooperate with Taylor in prosecuting the application to completion. Within thirty (30) days of the date that TCEQ authorizes the transfer, Noack will execute all required conveyance documents to consummate the transfer of the Transfer Area.
- c. As compensation for the transfer of the Transfer Area, Taylor shall pay Noack the sum of \$7,500 per connection at the same time as Noack executes the required conveyance documents referenced above. The Parties agree that, at the time of execution of this Agreement, the Transfer Area contains the equivalent of fourteen (14) connections.
- d. As further compensation for the transfer of the Transfer Area, Noack agrees to transfer and convey any and all rights it owns in the Highway 79 Water Line located within the Transfer Area and within Taylor's city limits to Taylor. As compensation for the conveyance of the Highway 79 Water Line, Taylor agrees to pay Noack an additional \$120,000 dollars. In this regard, the Parties agree that the agreed compensation amount of \$120,000 does not necessarily bear direct relationship to the value of the line but instead is an amount agreed to as a part of the overall value of the Transfer Area.
- e. If Taylor is not reasonably satisfied in its ability to obtain legal title to that portion of the Highway 79 Water Line as described in Section 7.01(a), then Taylor may terminate the transfer of the Service Area outlined in this Article VII.
- f. This provision survives any termination or suspension of service to the Highway 79 Water Line and/or the termination of this Agreement.

Section 7.02. LAND ANNEXED BY TAYLOR IN THE FUTURE. At such time or times that Taylor annexes additional land that is within Noack's Service Area, Noack may consider the transfer to Taylor all of its Service Area annexed by Taylor in accordance with the applicable provisions of the Texas Water Code and applicable rules and regulations promulgated by the TCEQ. The compensation for any such transfer will be paid at \$7,500 per connection adjusted for inflation (as gauged by the Consumer Price Index) from the date of execution of this Agreement or from the most recent transfer payment.

ARTICLE VIII
PRIOR AGREEMENTS

Section 8.01. Termination of Prior Agreements. The January 23, 1991 “Water Treatment Contract” and the 1980 “Water Purchase Contract” are terminated as of the Effective Date of this Agreement and shall be of no further force and effect.

ARTICLE IX

TERM; DEFAULT; REMEDIES; INDEMNIFICATION; INSURANCE

Section 9.01. Term; Extensions. This Agreement shall be effective from the Effective Date set forth below shall continue in effect for a period of forty (40) years unless earlier terminated in accordance with the provisions hereof. This Agreement may be extended from time to time by mutual agreement of the parties in writing.

Section 9.02. Termination.

- a. Without prejudice to any provisions hereof setting forth terms for automatic expiration or expiration in the event of a default by Noack, this Agreement may also be terminated by mutual agreement of the parties.
- b. In addition to any other provisions for termination set forth herein, Taylor may terminate this Agreement on six (6) months’ written notice in the event that Noack is dissolved, expands its CCN into Taylor’s ETJ or the city limits, merged with or annexed by another entity, converted to any other form of entity, or placed into receivership, or in the event any part of Noack’s Service Area is incorporated as a municipal district. In the event that proceedings in bankruptcy, whether voluntary or involuntary are filed with reference to Noack, Taylor may take any measures it deems necessary to protect the interests of Taylor including, without limitation, the termination of this Agreement on ten (10) days written notice to Noack.

Section 9.03. Default.

- a. In the event Noack defaults in the payment of any amounts due Taylor under this Agreement or in the performance of any material obligation to be performed by Noack under this Agreement, Taylor shall have the right to temporarily limit water services to Noack under this Agreement until such default is cured by Noack. Before exercising this right, Taylor shall give Noack ninety (90) day’s written notice of the default and of the opportunity to cure the same. In the event the default remains uncured, after Taylor gives Noack the aforesaid written notice of default, for a period of (i) sixty (60) days in the event of a monetary default or (ii) ninety (90) days in the event of a non-monetary default, then Taylor shall have the right to permanently restrict water services to Noack under this Agreement to a level commensurate with the financial or operational impact on Taylor resulting from such default and/or require Noack to stop making new retail connections to Noack’s system. Before permanently restricting water services to Noack, Taylor shall give Noack sixty (60) days’ notice of its intent to do so and the opportunity to cure the default, failing which the permanent restrictions shall take effect. As

an alternative to permanently restricting water services in the event that Noack is unable to cure the default, Taylor shall have the option to require Noack to transfer Noack's Certificate of Convenience and Necessity to Taylor for Noack's Service Area.

- b. In the event Taylor shall default in the performance of any material obligation to be performed by Taylor under this Agreement, then Noack, after having given Taylor ninety (90) days written notice of such default and the opportunity to cure same, shall have the right to pursue any remedy available at law or in equity, pending cure of such default by Taylor. In the event such default remains uncured for a period of (i) one hundred eighty (180) days in the event of a default which causes Noack to be unable to provide service to new retail connections to Noack's System or (ii) three hundred sixty-five (365) days in the event of any other type of material default, then Noack shall have the right to notify Taylor that Noack intends to take a more limited amount of water services from Taylor (which shall be at least the amount Taylor is then able to provide to Noack) and Noack may then obtain other water or water services from another provider or may take appropriate action to supply itself with additional water or water services after giving Taylor thirty (30) days notice of its intent to do so and the opportunity to cure the default; otherwise, Noack shall obtain all its water and water services for Noack's Service Area from Taylor during the term of this Agreement.

Section 9.04. Additional Remedies Upon Default. It is not intended hereby to specify (and this Agreement shall not be considered as specifying) an exclusive remedy for any default, but all such other remedies existing at law or in equity may be availed of by any Party hereto and shall be cumulative of the remedies provided herein. Recognizing however, that the failure in the performance of Taylor's obligations hereunder could not be adequately compensated in money damages alone, Taylor agrees, in the event of any default on its part, that Noack shall have available to it the equitable remedies of mandamus and specific performance in addition to any other legal or equitable remedies (other than termination of this Agreement) which may also be available. Recognizing that failure in the performance of Noack's obligations hereunder could not be adequately compensated in money damages alone, Noack agrees in the event of any default on its part that Taylor shall have available to it the equitable remedies of mandamus and specific performance in addition to any other legal or equitable remedies, which may also be available to Taylor including, without limitation, the right of Taylor to obtain a writ of mandamus or an injunction against Noack (i) requiring the Board of Directors of Noack to levy and collect rates and charges sufficient to pay the amounts owed to Taylor by Noack under this Agreement and (ii) enjoining Noack from making additional retail water connections.

Section 9.05. Indemnification. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, NOACK AND TAYLOR, TO THE EXTENT PERMITTED BY APPLICABLE LAW, AGREE TO INDEMNIFY ONE ANOTHER FROM ANY AND ALL CLAIMS, COSTS OR DEMANDS WHATSOEVER, INCLUDING COSTS OF

COURT AND REASONABLE WITNESS AND ATTORNEYS' FEES, TO WHICH THE OTHER PARTY MAY BE SUBJECTED BY REASON OF ANY INJURY TO ANY PERSON OR DAMAGE TO ANY PROPERTY TO THE EXTENT RESULTING FROM OR IN ANY WAY CONNECTED WITH ANY AND ALL ACTIONS AND ACTIVITIES OR ANY FAILURE OF THE INDEMNIFYING PARTY TO ACT CONSTITUTING NEGLIGENCE, RECKLESSNESS OR INTENTIONAL MISCONDUCT UNDER THIS AGREEMENT.

Section 9.06. Insurance. To the extent that similar insurance is usually carried or self-insurance is usually maintained by public or private entities operating like properties, each party (the "Insured Party") shall carry at all times with responsible insurers insurance on, and/or maintain a self-insurance program with respect to, the Insured Party's properties and its activities conducted pursuant to this Agreement, including activities that may subject the Insured Party to liability for bodily injury or property damage. The policies shall be payable to the Insured Party and/or the self-insurance program shall cover the Insured Party to the extent of its interest against risks of direct physical loss, damage to, or destruction of such properties or any part thereof, and against accidents, casualties, or negligence, including liability arising out of its activities. The Insured Party shall name the other Party as an additional insured under the Insured Party's insurance policies and/or self-insurance program with respect to any liability the other Party may be exposed to or incur as a result of the Insured Party's actions or failure to act under this Agreement. The Insured Party shall also furnish the other Party copies of certificates of insurance showing that the other Party is covered by the insurance policies of the Insured Party and/or a notification that the other Party is covered under the Insured Party's self-insurance program. The certificates of insurance coverage for an Insured Party and/or notification of coverage under the Insured Party's self-insurance program shall be updated as necessary to evidence coverage of the other Party on a continuing basis.

ARTICLE X **CONDITIONS AND REQUIRED APPROVALS**

Section 10.01. Brazos River Authority (the "Authority"). This Agreement is subject to and conditioned upon approval by the Authority pursuant to Section 4.3 of the "Brazos River Authority Contract".

Section 10.02. Approval by USDA Rural Development. This Agreement is subject to and conditioned upon the approval of the Office of Rural Development to allow for Noack to participate in the Agreement.

ARTICLE XI **MISCELLANEOUS PROVISIONS**

Section 11.01. Records. Taylor and Noack each agree to preserve, for a period of at least five (5) years from the date of their preparation or production, all books, records, test data, charts and other records pertaining to this Agreement. Taylor and Noack shall

each, respectively, have the right at all reasonable business hours to inspect such records to the extent necessary to verify the accuracy of any statement, charge or computation made pursuant to any provisions of this Agreement.

Section 11.02. Force Majeure. If any Party is rendered unable, wholly or in part, by Force Majeure to carry out any of its obligations under this Agreement other than an obligation to pay or provide money, then such obligations of that Party to the extent affected by such Force Majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. Such cause, as far as possible, shall be remedied with all reasonable diligence. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of either Party hereto, and that the above requirements that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demand of the opposing Party or parties when such settlement is unfavorable to it in the judgment of either Party hereto.

Section 11.03. Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person or circumstance shall ever be held by any agency or court of competent jurisdiction to be unenforceable, invalid or unlawful for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances shall not be affected thereby, provided, however, in such event the parties mutually covenant and agree to attempt to implement the unenforceable, invalid or unlawful provision in a manner which is enforceable, valid or lawful.

Section 11.04. Entire Agreement; Modifications. This Agreement constitutes the sole agreement between the parties hereto relating to the rights herein granted and the obligations herein assumed and supersedes any and all prior understandings, negotiations, representations or agreements, whether oral or written. This Agreement shall be subject to change or modification only with the mutual written consent of Taylor and Noack.

Section 11.05. Amendments. This agreement may not be amended or modified except with the written consent of Taylor and Noack.

Section 11.06. Addresses and Notices. Unless otherwise notified in writing by the other, the attention addressees, addresses, telephone numbers, facsimile numbers and e-mail addresses of Taylor and Noack are as follows:

Taylor:	City of Taylor
	Attn: City Manager
	400 Porter Street
	Taylor, Texas 76574
	(512) 352-3675

Noack: Noack Water Supply Corporation
Attn: Board of Directors
P.O. Box 322
Thrall, Texas 78723

Section 11.07. Assignability; Successors Rights. This Agreement may not be assigned by either Party to any other entity without the express written consent of the other Party, which consent shall not be unreasonably withheld or delayed. This Agreement and the terms and provisions hereof shall be binding upon and inure to the benefit of the respective successors, assigns and legal representatives of the parties hereto.

Section 11.08. Dispute Resolution.

- a. **Settlement By Mutual Agreement.** In the event any dispute, controversy or claim between the parties arises under this agreement or any right, duty or obligation arising hereunder or the relationship of the parties hereunder (a "Dispute or Controversy"), including, but not limited to, a Dispute or Controversy relating to the effectiveness, validity, interpretation, implementation, termination, cancellation or enforcement of this Agreement, the parties shall first attempt in good faith to settle and resolve such Dispute or Controversy by mutual agreement in accordance with the following procedures. Step 1: Within fifteen (15) days after delivery of any written notice by one Party to the other regarding a Dispute or Controversy, the designated representatives of the parties shall meet at a mutually agreed time and place to attempt, with diligence and good faith, to resolve and settle such Dispute or Controversy. Step 2: Should a mutual resolution and settlement not be obtained as a result of a meeting or meetings, or should no such meeting take place within, such fifteen (15) day notice period specified in Step 1, then any Party may, by notice to the other Party, after the Step 1 period ends, regardless of the reason, request that the Dispute or Controversy be submitted to non-binding mediation. Upon the receipt of notice of referral to mediation hereunder, the parties shall be compelled to mediate the Dispute or Controversy in accordance with the terms of Section 12.08b without regard to the justiciable character or executory nature of such Dispute or Controversy. The fifteen (15) day notice periods specified in this Section 12.08a may be extended by mutual agreement of the parties.
- b. **Mediation.** Each Party hereby agrees that any Dispute or Controversy which is not resolved pursuant to the procedures of Section 12.08a may be submitted to non-binding mediation hereunder. In this case, a mediator will be selected by mutual agreement of the Parties pursuant to mutually acceptable terms and conditions.

- c. Failure to Settle by Mutual Agreement. In the event the Parties fail to reach a settlement of a Dispute as provided in 12.08a and 12.08b, then the Parties may pursue a resolution through any means available under law.

Section 11.09. Good Faith. Each Party agrees that, notwithstanding any provision herein to the contrary, neither Party will unreasonably withhold or unduly delay any consent, approval, decision, determination or other action which is required or permitted under the terms of this Agreement, it being agreed and understood that each Party shall act in good faith and shall at all times deal fairly with the other Party.

Section 11.10. Interpretation.

- a. This Agreement and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Agreement.
- b. This Agreement shall not be construed as an agreement of fiduciary relationship, of partnership, of joint venture, of an equity position, or of any other form of business arrangement other than as an agreement for provision of water services. Services provided are not exclusive to Noack and may be provided to others at the sole discretion of Taylor consistent with the terms of this Agreement.
- c. This Agreement has been authored jointly by the parties hereto, and neither this Agreement as a whole nor any term or provision hereof shall be construed as having been authored by or at the sole direction of either Party.

Section 11.11. Titles and Headings. The title of this Agreement, titles and headings of articles and sections hereof have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Agreement or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 11.12. Counterparts. This Agreement may be executed in as many counterparts as may be convenient or required. All counterparts shall collectively constitute a single instrument, and it shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart.

Section 11.13. Governing Law; Venue. The terms and provisions hereof shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America from time to time in effect. Williamson County, Texas shall be the place of venue for suit hereon.

Section 11.14. Authority of Parties Executing Agreement. By their execution hereof each of the undersigned parties represents and warrants to the other Party to this document that he or she has the authority to execute the document in the capacity shown on this document.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of which shall be deemed to be an original and of equal force and effect, to be effective on the later date (the "Effective Date") accompanying the signature lines below:

NOACK WATER SUPPLY COPORATION

BY: _____
President, Board of Directors

Date: _____

THE CITY OF TAYLOR

BY: _____
City Manager

Date: _____

ATTEST:

Secretary

List of Exhibits

- | | |
|-------------|---|
| Exhibit A | Map of First Delivery Point (Master Meter) |
| Exhibit A-1 | Map of Second Delivery Point (Master Meter) |
| Exhibit B | Highway 79 Line |
| Exhibit C | Location of Thrall Meter |
| Exhibit D | Map of Transfer Area |

Exhibit A

First Delivery Point – Master Meter



US HWY 79S LOOP

US HWY 79

FM 619

Exhibit A

● MASTER METER 1



This map is created by the City of Taylor, Texas, Planning and Development Department.
"This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only approximate relative location of property boundaries."
Chapter 2051, Government Code is amended by adding Subchapter D, GEOSPATIAL DATA PRODUCTS Sec. 2051.101, 2051.102, 2051.103

Exhibit A-1

Second Delivery Point – Master Meter



Exhibit A-1

● MASTER METER 2



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Exhibit B
Highway 79 Line



CR 412

FM 112

US HWY 79

FM 112

East Walnut

Exhibit B

- MASTER METER 1
- HIGHWAY 79 LINE
- Taylor City Limits



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10 No. 1147

Exhibit C
Location of Thrall Meter



US HWY 79

Exhibit C

 Thrall Meter



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Exhibit D
Map of Transfer Area

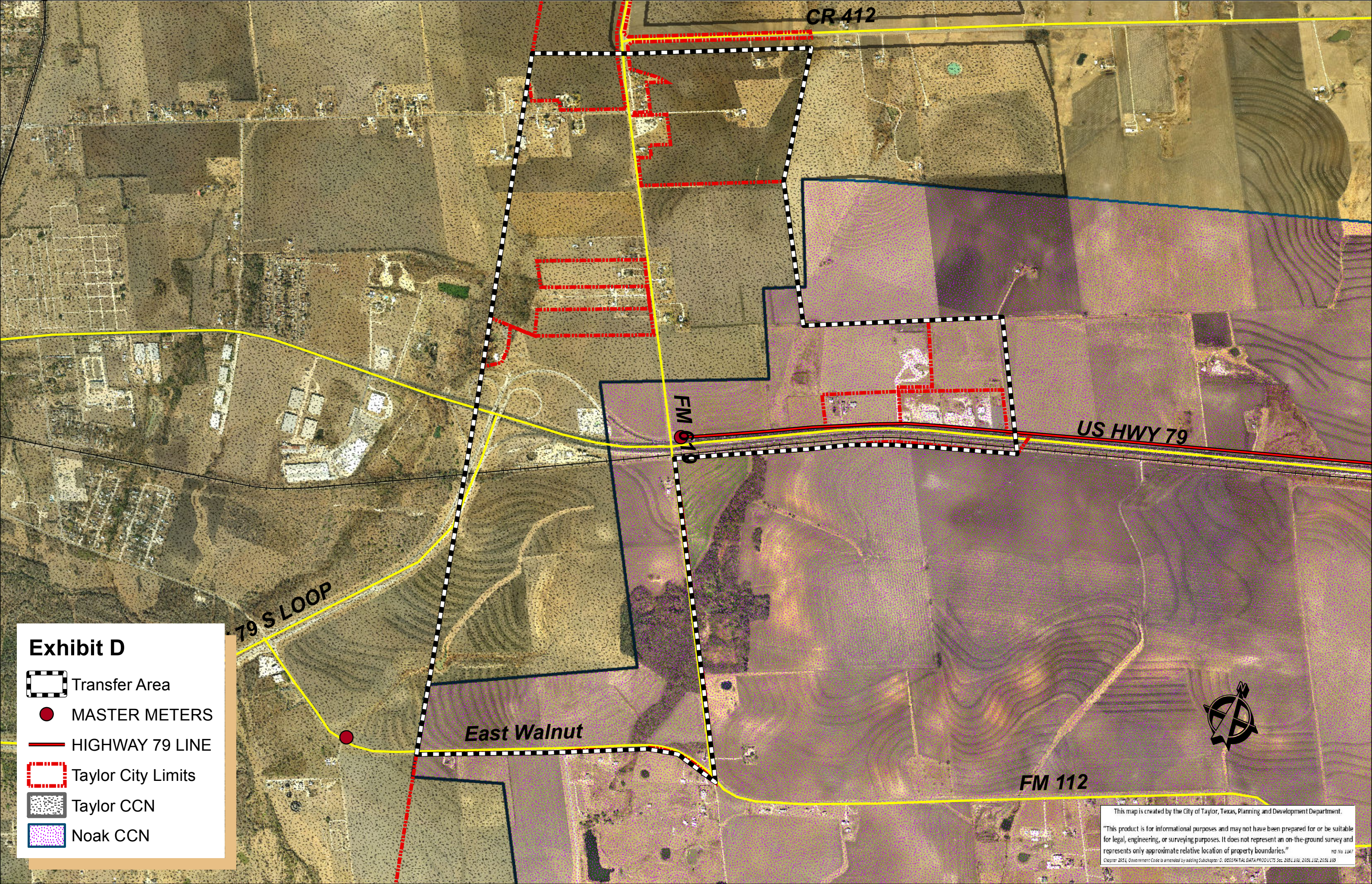
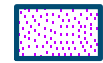


Exhibit D

-  Transfer Area
-  MASTER METERS
-  HIGHWAY 79 LINE
-  Taylor City Limits
-  Taylor CCN
-  Noak CCN



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wholesalewaterservicesagreement_v7.doc



US HWY 79S LOOP

US HWY 79

FM 619

Exhibit A

● MASTER METER 1



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