

AGENDA

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

SEPTEMBER 13, 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 August 25, 2012. (Susan Brock)
2. Consider approving changes to an Interlocal Agreement for Joint and Cooperative Purchasing to allow the City of Pflugerville to participate. (Rosemarie Dennis)

PROCLAMATION

3. Proclamation: September is National Library Card Sign Up Month. (Mayor)

PUBLIC HEARINGS/ORDINANCES

4. 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)
5. 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). (John Elsdon)
6. Consider approving Ordinance 2012-27 adopting the annual budget for fiscal year 2012/2013, excluding "Contributions to Civic Programs". (Rosemarie Dennis)
7. Consider adopting Ordinance 2012-28 fixing and levying ad valorem tax rate for tax year 2012/2013 and take a record vote. (Rosemarie Dennis)
8. Consider introducing Ordinance 2012-31 amending the Fee Schedule for city services. (Rosemarie Dennis)
9. Consider introducing Ordinance 2012-30 amending the 2011/2012 fiscal year budget. (Rosemarie Dennis)
10. Consider introducing Ordinance 2012-29 regarding police officer and fire fighter assignment pay. (Chief Ramsey and Chief Ekiss)
11. Consider approving Ordinance 2012-18 establishing requirements allowing burning within the city limits. (Chief Ekiss)

REGULAR AGENDA; REVIEW/DISCUSS AND CONSIDER ACTION

12. Consider awarding bid for Holly Springs drainage improvements. (Casey Sledge)
13. Consider awarding bid for water improvements in the newly annexed areas. (Casey Sledge)
14. Consider awarding bid for Amy Young Barrier Removal Program. (Bob vanTil)
15. Consider approving wholesale water agreement with the Noack Water Supply Corporation. (Jim Dunaway)
16. Conduct workshop on street maintenance program. (Jim Dunaway)

EXECUTIVE SESSION

17. **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.
18. **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
19. Consider action from Executive Session I or II.

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 10, 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: _____ Date/Time _____
Susan Brock, City Clerk



City Council Meeting September 13, 2012 Agenda Item Transmittal

Agenda Item #: 1
Agenda Title: Approve minutes for August 23, 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, August 23, 2012.](#)

The City Council of the City of Taylor met on August 23, 2012, at City Hall, 400 Porter St., Taylor, Texas. Noting the absence of Council Member Jesse Ancira, 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 Chris Osborn
Council Member Brandt Rydell

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

INVOCATION

Danny Thomas led the group in prayer.

PLEDGE OF ALLEGIANCE

CITIZENS COMMUNICATION

No citizens came forward during this time.

CONSENT AGENDA

1. APPROVE MINUTES AUGUST 2, AUGUST 9, AND AUGUST 14, 2012.
2. CONSIDER RENEWING AMENDED PROFESSIONAL SERVICES CONTRACT WITH GALLAGHER BENEFIT SERVICES (PREVIOUSLY KNOWN AS BENETEX)
3. APPROVE ORDINANCE 2012-20 REGARDING ESTABLISHING GUIDELINES FOR PUBLIC TREE CARE.

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.

4. CONCUR WITH PRELIMINARY FINANCIALS FOR JULY, 2012.
Mayor Pro Tem Gonzales moved to approve the consent agenda as presented and Council Member Rydell seconded the motion. VOTE: Four voted AYE.

PUBLIC HEARINGS/ORDINANCES

5. CONDUCT PUBLIC HEARING ON BUDGET FOR FISCAL YEAR 2012/2013.
Mr. Dunaway presented a brief overview of the budget. Mayor Pro Tem Gonzales asked for clarification on an item addressed at a previous meeting regarding the allocation of TIF funds to the Main Street Program. Mayor Hill opened the Public

Hearing on the Budget. Hearing no comments or discussion the Public Hearing was closed.

6. CONDUCT PUBLIC HEARING ON TAX RATE FOR FISCAL YEAR 2012/2013.
Ms. Rosemarie Dennis, Finance Director, presented a historical review of the tax rate for the past 10 years illustrating the difference between the Maintenance and Operation and Debt side of the tax rate. Mayor Hill opened the Public Hearing on the tax rate. Hearing no comments or discussion the Public Hearing was closed.
7. CONSIDER INTRODUCING ORDINANCE 2012-27 ADOPTING THE ANNUAL BUDGET FOR FISCAL YEAR 2012/2013, EXCLUDING "CONTRIBUTIONS TO CIVIC PROGRAMS".
Ms. Dennis presented a request to formally introduce the ordinance to adopt the budget at a later meeting.

Hearing no further discussion, Mayor Hill asked Mr. Hejl to introduce the ordinance as presented.

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.

(Mayor Hill recused himself from discussion or action on the following agenda item.)

8. CONSIDER 'CONTRIBUTIONS TO CIVIC PROGRAMS' INCLUDED IN ORDINANCE 2012-27.
Ms. Dennis presented a request to consider approving the list of contributions to civic programs included in the proposed budget. Due to a conflict in interest for Mayor Hill as an employee of CARTS, an organization included in this budget item that receives funds, he does not participate in this discussion or vote. These items are routinely included when requested by the organization each year. There were no new requests for the 2012/2013 fiscal year.

Council Member Osborn moved to approve the contributions to civic programs as presented and Council Member Rydell seconded the motion. VOTE: Three voted AYE. Motion passed.

(Mayor Hill rejoined the meeting following the vote on this agenda item.)

9. CONSIDER INTRODUCING ORDINANCE 2012-28 FIXING AND LEVYING AD VALOREM TAX RATE FOR TAX YEAR 2012/2013.
Ms. Dennis presented a request to consider introducing an ordinance fixing and levying the ad valorem tax rate at the same rate as the previous year: 0.0813893.

Council also agreed to set the date to adopt and take a vote on the budget, tax rate, and contributions for September 13, 2012 at 6:00 pm at City Hall.

Hearing no further discussion, Mayor Hill asked Mr. Hejl to introduce the ordinance as presented.

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.

REGULAR AGENDA – REVIEW/DISCUSS & CONSIDER/ACTION:

10. CONSIDER APPOINTMENTS TO THE CAPITAL AREA COUNCIL OF GOVERNMENTS (CAPCOG) GENERAL ASSEMBLY.

Mr. Dunaway presented a request to confirm appointments by the Council to the CAPCOG General Assembly. Current members are Mayor Hill and Mayor Pro Tem Gonzales. Mr. Hill expressed an interest in continuing but Mr. Gonzales asked to step down.

Hearing Council Member Osborn's willingness to accept an appointment Mayor Pro Tem Gonzales moved to appoint Mr. Osborn and to reappoint Mayor Don Hill to the CAPCOG General Assembly. Council Member Rydell seconded the motion. VOTE: Four voted AYE. Motion passed.

11. CONDUCT ACCEPTING TAYLOR ECONOMIC DEVELOPMENT CORPORATION BUDGET FOR FISCAL YEAR 2012/2013.

Mr. Jason Ford, President of the Taylor Economic Development Corporation (TEDC) presented their annual budget for review and approval. He also announced his resignation and Council expressed their appreciation for his leadership and dedication to expanding economic development in the City of Taylor during his tenure.

Council Member Osborn moved to accept the TEDC Budget as presented and Council Member Rydell seconded the motion. VOTE: Four voted AYE. Motion passed.

EXECUTIVE SESSION

12. 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.

Mayor Hill and council members retired to closed session at 7:02 pm.

13. CONSIDER ACTION FROM EXECUTIVE SESSION.

Mayor Hill resumed the open meeting at 7:30 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 7:30 p.m.

Don Hill, Mayor

ATTEST:

Susan Brock, City Clerk



City Council Meeting September 13, 2012 Agenda Item Transmittal

Agenda Item #: 2
Agenda Title: Consider approving changes to an Interlocal Agreement for Joint and Cooperative Purchasing to allow the City of Pflugerville to participate.

Council Action to be taken: Approve, deny or table

Initiating Department: Finance

Staff Contact: **Rosemarie Dennis, Finance Director**
Alice Benjiman, Accountant

1. INTRODUCTION/PURPOSE

The City of Taylor is one of several governmental entities that participate in a cooperative purchasing program. The City of Pflugerville is requesting to participate in this program. In order to do so each governmental entity is required to take back to their council or boards a new Interlocal Agreement that will allow them to join.

2. DESCRIPTION/ JUSTIFICATION

In 2008 the City of Round Rock, Cedar Park, Leander, Hutto and Taylor formed a Purchasing Cooperative (Central Texas Purchasing Alliance). A year later an interlocal agreement was established and taken to each city for legal review and council approval. The City of Taylor has the general legal authority granted by the Texas Interlocal Cooperation Act, Chapter 791, of the Texas Government Code, to access the contracts of other government agencies available through local, regional and state cooperative purchasing programs.

The purpose of this agreement is to authorize the City of Taylor to participate in a joint and cooperative purchasing agreement with the Cities of Round Rock, Cedar Park, Hutto, Rock, Leander, Georgetown, Pflugerville and Brushy Creek Regional Utility Authority, Inc. Participation in this cooperative program with other Williamson County municipalities and government entities will be highly beneficial to the taxpayers of the participating parties through savings achieved on miscellaneous purchases. All participants in this agreement offer services and commodities that have been established through competitive bidding as prescribed by the laws of the State of Texas.

3. FINANCIAL/BUDGET

There is no cost to participate in this program.

4. TIMELINE CONSIDERATIONS

Immediate consideration

5. RECOMMENDATION

Staff recommends approval, by consent, of this Interlocal Agreement for Joint and Cooperative Purchasing that would allow the City of Pflugerville to join.

6. REFERENCE FILES

2a. [Interlocal Agreement](#) for Joint and Cooperative Purchasing.

**INTERLOCAL AGREEMENT FOR JOINT AND COOPERATIVE
PURCHASING BY AND BETWEEN THE CITIES OF ROUND ROCK,
CEDAR PARK, HUTTO, LEANDER, GEORGETOWN, TAYLOR, AND
PFLUGERVILLE TEXAS, AND THE BRUSHY CREEK REGIONAL
UTILITY AUTHORITY, INC., AND OPEN TO OTHER ELIGIBLE
GOVERNMENTAL ENTITIES**

This Interlocal Agreement (hereinafter referred to as the "Agreement") is entered into by and between the undersigned Local Governments of the State of Texas, namely the City of Round Rock, Texas, the City of Cedar Park, Texas, the City of Hutto, Texas, the City of Leander, Texas, the City of Georgetown, Texas, the City of Taylor, Texas, the City of Pflugerville, Texas, and the Brushy Creek Regional Utility Authority, Inc. (hereinafter referred to as the "Local Governments"), acting by and through their respective signature authorities, pursuant to and under authority of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, for the purpose of participating in joint and cooperative purchasing. The undersigned Local Governments may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, this Agreement is authorized by Chapter 791 of the Texas Government Code and Subchapter F, Chapter 271 of the Texas Local Government Code; and,

WHEREAS, the Parties are all local governments as that term is defined in Section 271.101(2) of the Texas Local Government Code; and,

WHEREAS, Section 271.102 of the Texas Local Government Code authorizes local governments to participate in a cooperative purchasing program with another local government or local cooperative organization; and,

WHEREAS, a local government that purchases materials, supplies, goods, services or equipment pursuant to a cooperative purchasing program with another local government satisfies the requirement of the local government to seek competitive bids for the purchase of the goods or services; and,

WHEREAS, local governments in the State of Texas have the ability to realize substantial savings and economics of scale by jointly procuring materials, supplies, goods, services or equipment; and,

WHEREAS, the Parties desire to enter into a cooperative purchasing program which will allow Parties to purchase materials, supplies, goods, services or equipment pursuant to Subchapter F, Chapter 271 of the Texas Local Government Code; and,

WHEREAS, each of the Parties finds that its payments for services performed pursuant to this Agreement may be made from current revenues that are readily available only for payments that are due this fiscal year; and,

WHEREAS, the Parties find that the amount paid for the services performed under this Agreement fairly compensates the performing party; and,

WHEREAS, the Parties, acting by and through their respective signature authorities, do hereby adopt and find the foregoing premises as findings of said governing bodies; and,

NOW THEREFORE, in consideration of the mutual promises, inducements, covenants, agreements, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I PURPOSE

The purpose of this Agreement is to establish a cooperative purchasing program between the Parties, which will allow the Parties to realize savings when purchasing materials, supplies, goods, services or equipment, and which will facilitate the Parties' ability to satisfy state laws requiring the Parties to seek competitive bids for the purchase of goods and services.

ARTICLE II TERM

The term of this Agreement shall commence on the date on which all Parties hereto have executed this Agreement ("Effective Date"). This Agreement shall automatically renew for successive periods of one (1) year under the terms and conditions stated herein, unless superseded by a supplemental agreement or terminated as provided in this Agreement.

ARTICLE III TERMINATION

A Party may withdraw its participation from this Agreement by providing thirty (30) days prior written notice to the other Parties. Withdrawal of one Party to this Agreement does not affect the validity of this Agreement as to the remaining Parties.

ARTICLE IV PURCHASING

Each Party shall designate a person to act under the direction of, and on behalf of, said Party in all matters relating to the cooperative purchasing program. Each Party shall make payments directly to vendors under their respective contracts with vendors made under Chapter 271, Subchapter F, Texas Local Government Code. Each Party shall be responsible for the vendors' compliance with provisions relating to the quality of items and terms of delivery as to any items purchased by said Party under this Agreement.

ARTICLE V PARTICIPATION

The Parties agree that any vendor offer of materials, supplies, goods, services or equipment to any Party to this Agreement shall be considered an offer to all Parties to this Agreement. Any vendor making a solicitation shall be notified by the Party seeking the solicitation that they may limit their offer to apply only to that Party. They shall be further notified that failing to do so, their offer may be included in this cooperative program. Additionally, if other governmental entities within the State of Texas become a Party to this Agreement, any prior offer made available to the Parties to this cooperative program may be extended to that Party so the Party has the opportunity to purchase from any solicitation made by any person or entity to any of the parties participating in this Agreement; however, any vendor offer made to any Party to this agreement, if extended to another Party through this Agreement, is not a final contract without the consent and agreement of the successful vendor(s) to the extension.

All parties indicate their understanding and all parties hereby expressly agree that none of the entities that are parties to this agreement are agents of, partners to, or representatives of those other entities and that no Party to this agreement is obligated or liable for any action or debts that may arise out of such independently-negotiated "piggyback" procurements of another Party to this Agreement.

ARTICLE VI CURRENT REVENUE

The Parties hereby warrant that all payments, expenditures, contributions, fees, costs, and disbursements, if any, required of each party hereunder or required by any other agreements, contracts and documents executed, adopted, or approved pursuant to this Agreement, which shall include any exhibit, attachment, addendum or associated document, shall be paid from current revenues available to the paying Party. The Parties hereby warrant that no debt is created by this Agreement.

ARTICLE VII FISCAL FUNDING

The obligations of the Parties pursuant to this Agreement are contingent upon the availability and appropriation of sufficient funding. Any Party may withdraw from this Agreement without penalty in the event funds are not available or appropriated. However, no Party will be entitled to a refund of amounts previously contributed in the event of withdrawal for lack of funding.

**ARTICLE VIII
MISCELLANEOUS**

A. Relationship of Parties: This Agreement is not intended to create, nor should it be construed as creating, a partnership, association, joint venture or trust.

B. Notice: Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, or by hand delivery or facsimile transmission addressed to the respective Party at the address set forth opposite the signature of the Party.

C. Amendment: This Agreement may be amended by the mutual written agreement of the Parties.

D. Severability: In the event anyone or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

E. Governing Law: The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the Parties, shall be governed by the laws and court decisions of the State of Texas; and venue for any action concerning this Agreement shall lie in the designated County of the first Party to the Contract named as a Defendant.

F. Entire Agreement: This Agreement represents the entire agreement among the Parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement.

G. Recitals: The recitals to this Agreement are incorporated herein.

H. Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

EXECUTED on this the _____ day of the month of _____, 2012.

CITY OF ROUND ROCK, TEXAS

By: _____

Name: _____

Title: _____

Date Signed: _____

Address for Notice:

ATTEST:

By: _____

City Clerk

FOR CITY, APPROVED AS TO FORM:

By: _____

City Attorney

EXECUTED on this the _____ day of the month of _____, 2012.

CITY OF CEDAR PARK, TEXAS

By: _____

Name: _____

Title: _____

Date Signed: _____

Address for Notice:

ATTEST:

By: _____

City Secretary

FOR CITY, APPROVED AS TO FORM:

By: _____

City Attorney

EXECUTED on this the _____ day of the month of _____, 2012.

CITY OF HUTTO, TEXAS

By: _____

Name: _____

Title: _____

Date Signed: _____

Address for Notice:

ATTEST:

By: _____

City Secretary

FOR CITY, APPROVED AS TO FORM:

By: _____

City Attorney

EXECUTED on this the _____ day of the month of _____, 2012.

CITY OF LEANDER, TEXAS

By: _____

Name: _____

Title: _____

Date Signed: _____

Address for Notice:

ATTEST:

By: _____
City Secretary

FOR CITY, APPROVED AS TO FORM:

By: _____
City Attorney

EXECUTED on this the _____ day of the month of _____, 2012.

CITY OF GEORGETOWN, TEXAS

By: _____

Name: _____

Title: _____

Date Signed: _____

Address for Notice:

ATTEST:

By: _____

City Secretary

FOR CITY, APPROVED AS TO FORM:

By: _____

City Attorney

EXECUTED on this the _____ day of the month of _____, 2012.

CITY OF TAYLOR, TEXAS

By: _____

Name: _____

Title: _____

Date Signed: _____

Address for Notice:

ATTEST:

By: _____

City Secretary

FOR CITY, APPROVED AS TO FORM:

By: _____

City Attorney

EXECUTED on this the _____ day of the month of _____, 2012.

CITY OF PFLUGERVILLE, TEXAS

By: _____

Name: _____

Title: _____

Date Signed: _____

Address for Notice:

ATTEST:

By: _____
City Secretary

FOR CITY, APPROVED AS TO FORM:

By: _____
City Attorney

EXECUTED on this the _____ day of the month of _____, 2012.

BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC. (BCRUA)

By: _____

Name: _____

Title: _____

Date Signed: _____

Address for Notice:

ATTEST:

By: _____

Board Secretary

FOR CITY, APPROVED AS TO FORM:

By: _____

Board Attorney



City Council Meeting September 13, 2012 Agenda Item Transmittal

Agenda Item #: 3
Agenda Title: Proclamation: September is National Library Card Sign Up Month.
Council Action to be taken: Mayor will present proclamation.
Initiating Department: Library
Staff Contact: Karen Ellis, Library Director

1. INTRODUCTION/PURPOSE

September is Library Card Sign-up Month, a time when the American Library Association (ALA) and libraries across the country remind parents and caregivers that a library card is the smartest card you can own.

2. DESCRIPTION/ JUSTIFICATION

The Taylor Public Library has a healthy membership of over 10,000 registered patrons, but there is always room for more. Over the last 12 months, the Library has a circulation count of 89,033 with 84,311 folks visiting the Library. The Taylor Public Library strives to remain vital to the citizens of Taylor and invite all to come and enjoy the services offered.

3. FINANCIAL/BUDGET

N/A

4. TIMELINE CONSIDERATIONS

N/A

5. RECOMMENDATION

6. REFERENCE FILES

3a. [Proclamation](#)

PROCLAMATION

Library Card Sign Up Month September, 2012

WHEREAS, a library card is the “smartest card” and the most important school supply of all; and

WHEREAS, children who use the library perform better in school; and

WHEREAS, libraries enhance education and provide an opportunity for everyone to pursue their own interests resulting in more effective learning; and

WHEREAS, libraries meet the needs of all types of students by providing free access to educational databases, the Internet, homework help, research assistance and a wide selection of books and media.

NOW, THEREFORE, as Mayor of the City of Taylor, I do hereby proclaim September as Library Card Sign Up Month in the City of Taylor and urge all citizens of Taylor to sign up for a library card.

PROCLAIMED this the 13th day of September, 2012..

Donald Hill, Mayor



City Council Meeting September 13, 2012 Agenda Item Transmittal

Agenda Item #: 4
Agenda Title: Conduct Public Hearing and consider introducing Ordinance 2012-24 for a Specific Use Permit to place a manufactured home at 503 Simon Street.

Council Action to be taken: Conduct Public Hearing and consider introducing Ordinance 2012-24

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 and consider introducing 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

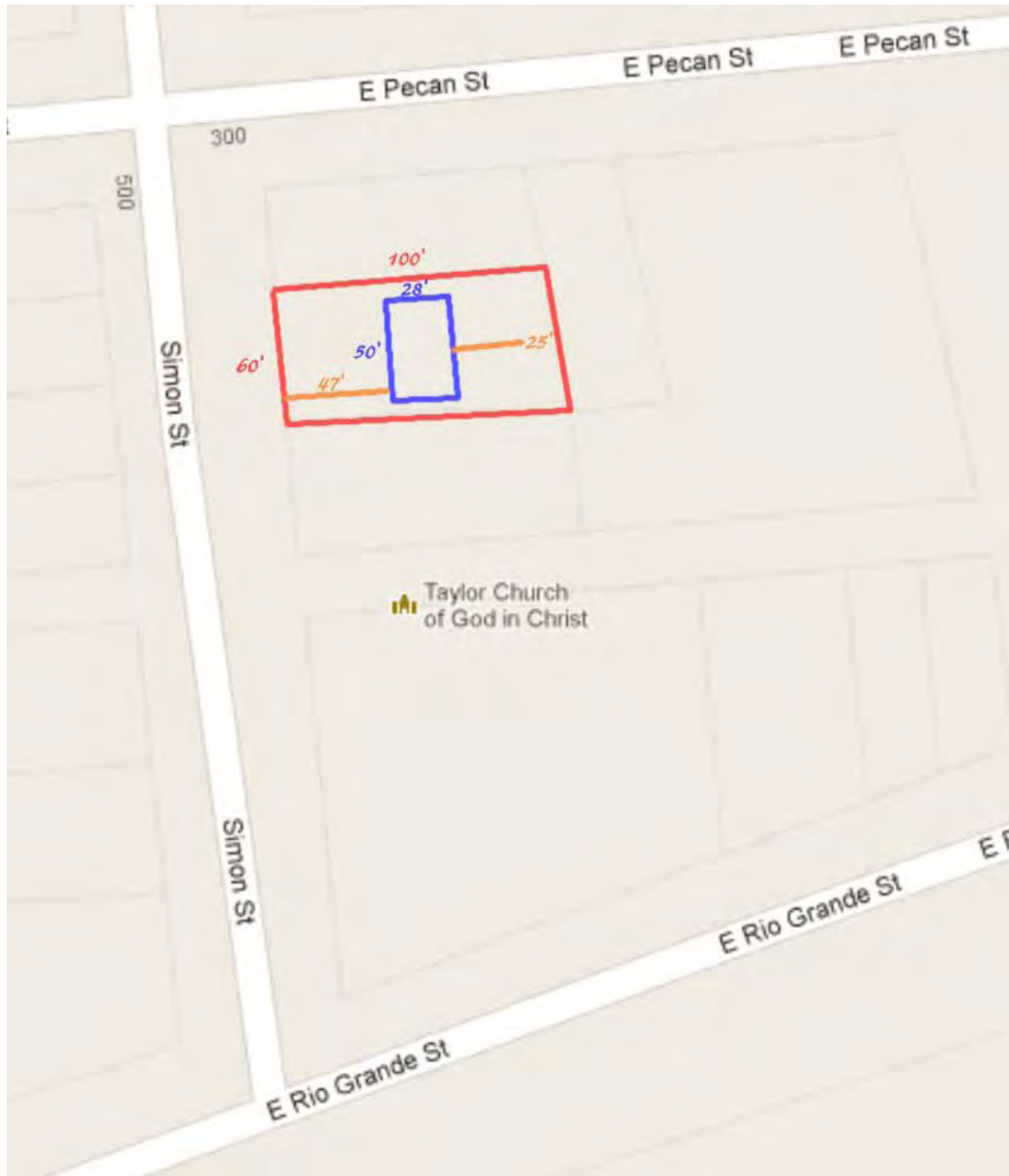
Traffic Impact Analysis

Waiver requested by the applicant

Platting Information

Platted

Site Plan:



Site Photo – Front Yard:



Aerial Photo:



3. FINANCIAL/BUDGET

N/A

4. TIMELINE CONSIDERATIONS

N/A

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, and will be required to renew the Specific Use Permit after a ten year period.

Conduct the public hearing and introduce Ordinance 2012-24

6. REFERENCE FILES

4a. [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 13, 2012 Agenda Item Transmittal

Agenda Item #: 5
Agenda Title: Conduct Public Hearing and consider introducing Ordinance 2012-21 to rezone property located at 301 Sloan Street from MF-1 Multi-Family to B-1 Local Business.

Council Action to be taken: Conduct Public Hearing and consider introducing Ordinance 2012-21

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 and consider introducing Ordinance 2012-21 to rezone property located at 301 Sloan Street from MF-1 Multi-Family to B-1 Local Business; property owner is Lieu Thi Thuy Nguyen. The Planning and Zoning Commission has recommended denial for this item.

2. DESCRIPTION/ JUSTIFICATION

Location and Acres of the Property

301 Sloan Street, 0.23 Acres

Property Owner/Applicant

Lieu Thi Thuy Nguyen

Applicant's intentions for the property (development objective)

Construct a state inspection facility

Existing Zoning

MF-2, Multi-Family 2

Previous Zoning History

Unknown

Proposed Zoning

B-1, Local Business

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: MF-2, Gardens of Taylor

South: B-1, Commercial

East: B-1, Commercial

West: MF-2, Vacant

Existing Thoroughfares (type and size)

Sloan Street, Collector, 50'

The City's Thoroughfare Plan

Collector, 60-70'

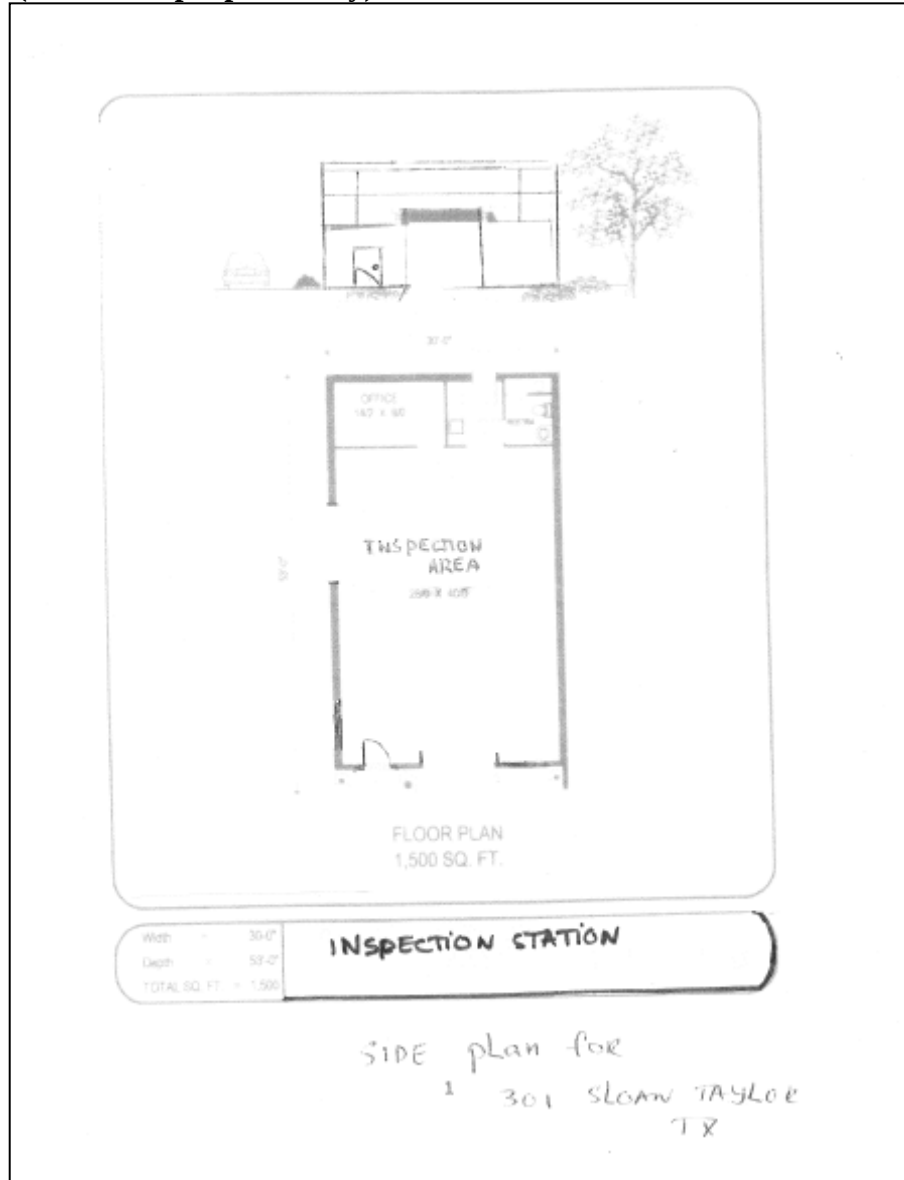
Traffic Impact Analysis

Waiver requested by the applicant

Platting Information

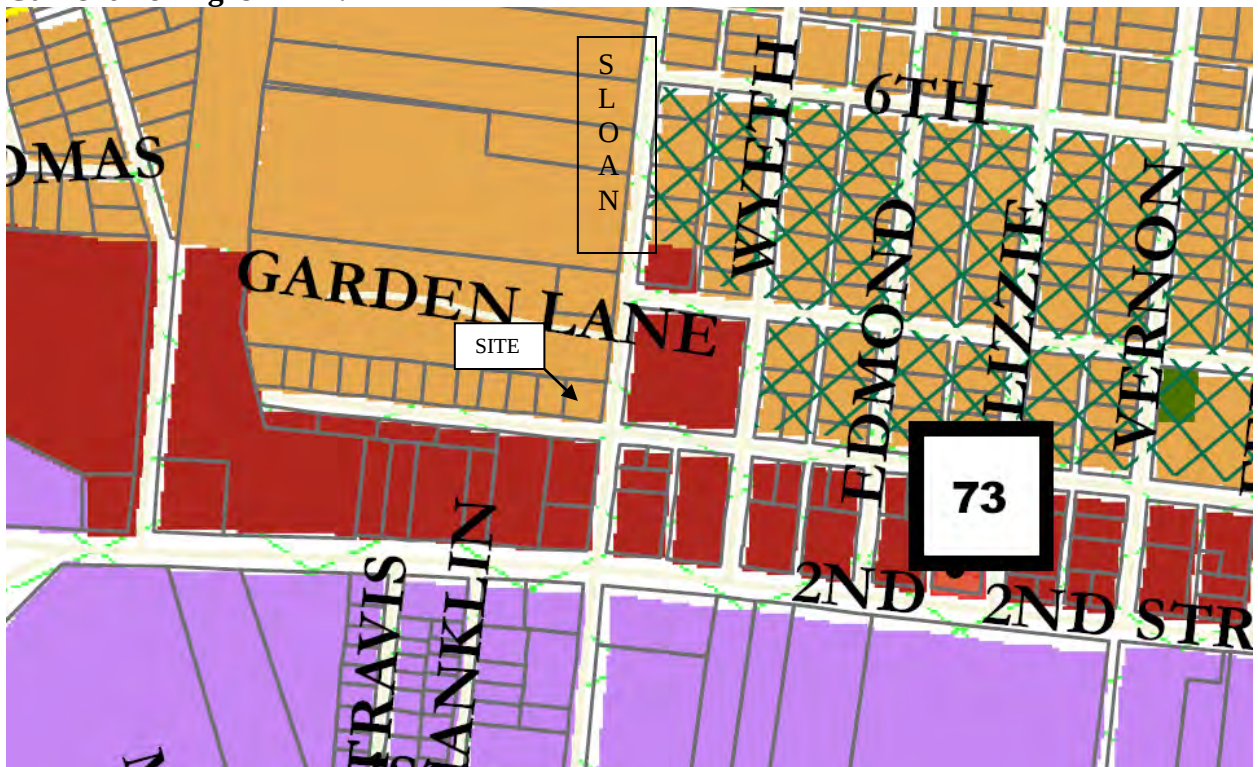
Platted

Site Plan (for rezone purposes only):

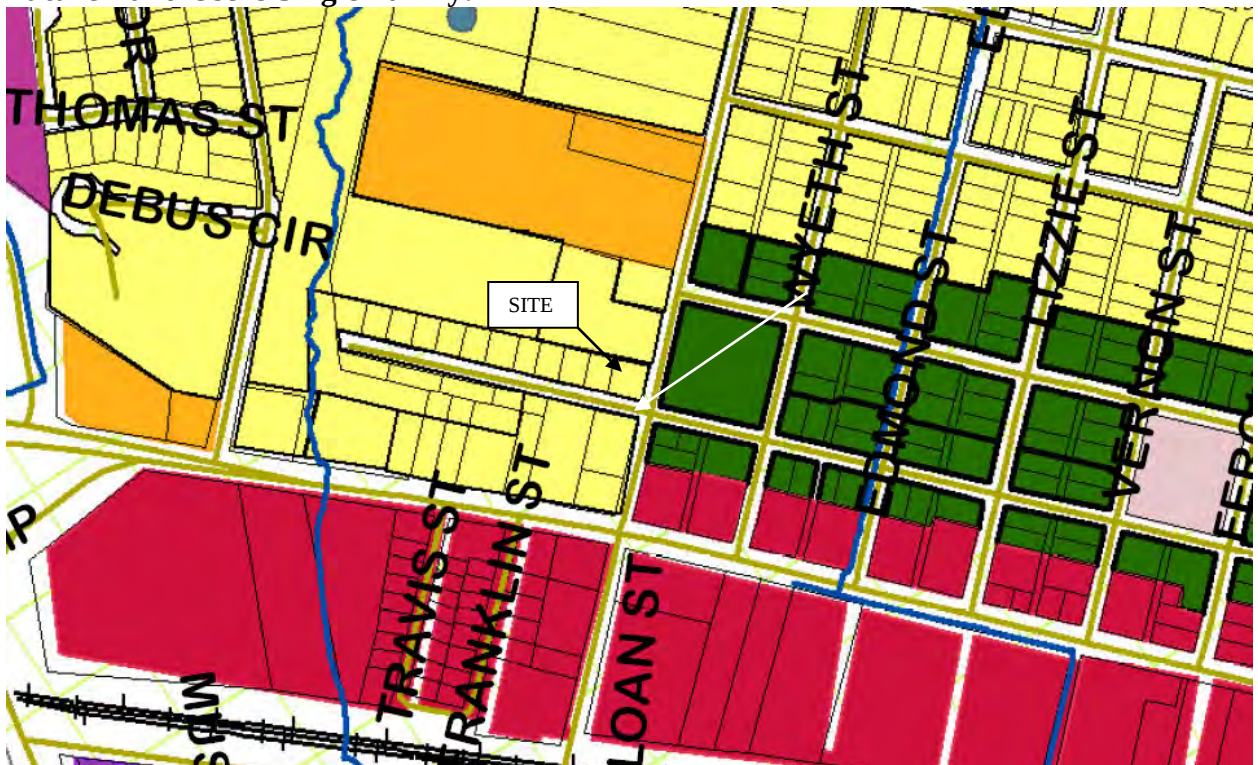


A photograph showing a fenced-in area with overgrown vegetation and trees in the background. The foreground is a dirt and gravel area. A chain-link fence runs across the middle ground, with a green trash bin visible behind it. The background is filled with large, leafy trees and a glimpse of a building.

Current Zoning is MF-2:



Future Land Use is Single Family:



3. FINANCIAL/BUDGET

N/A

4. TIMELINE CONSIDERATIONS

N/A

5. RECOMMENDATION

The Planning and Zoning Commission recommended denial for this request with a vote of 7-1 during their regular meeting on August 14, 2012. The Commission's main concern was the location of the rezone being close to a number of residences in the area. One individual spoke in opposition to the rezone, stating traffic in the area is a concern.

6. REFERENCE FILES

5a. [Ordinance 2012-21](#)

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.

Whereas, the Taylor City Council conducted a public hearing on September 13, 2012, to consider the request made by Lieu Thi Thuy Nguyen the owner of Lot 1, Block 1, Rinderknecht Addition in the City of Taylor, Texas, ("Property") to change the zoning for the Property from Multi Family (MF-2) to Local Business (B-1); and

Whereas, the Planning and Zoning Commission, after conducting a public hearing on August 14, 2012, to consider the zoning request, recommended the zoning change to the City Council; and

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

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

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

SECTION 2. The Property is changed from Multi-Family (MF-2) to Local Business (B-1).

SECTION 3. The Official Zoning map of the City of Taylor, Texas, is changed to show the Property zoning changed from Multi-Family (MF-2) to General Business (B-2).

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

SECTION 5. Should any section, paragraph, clause, phrase, or provision of this Ordinance be adjudged invalid or held unconstitutional, the same shall not affect the validity of this

Ordinance as a whole or any part of the provisions thereof, other than the part so decided to be invalid or unconstitutional

SECTION 6. In accordance with Article VIII of the City Charter, Ordinance 2012-21 was introduced before the Taylor City Council on the 13th day of September, 2012.

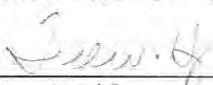
PASSED, APPROVED, and ADOPTED on the _____ day of _____, 2012.

Don Hill, Mayor

ATTEST:

Susan Brock, City Clerk

APPROVED AS TO FORM:



Ted W. Hejl,
City Attorney

CERTIFICATE

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

I, Susan Brock, being the current City Clerk of the City of Taylor, Texas, do hereby certify that the attached is a true and correct copy of Ordinance No. 2012-21, passed and approved by the City Council of the City of Taylor, Texas, on the _____ day of _____, 2012, and such Ordinance was duly introduced, passed, approved and adopted at meetings open to the public and notices of the meetings, giving the dates, places, and subject matter thereof, were posted as prescribed by Government Code Section 551.043.

Witness my hand and seal of office this _____ day of _____, 2012.

Susan Brock
City Clerk



City Council Meeting September 13, 2012 Agenda Item Transmittal

Agenda Item #: 6

Agenda Title: Consider approving Ordinance 2012-27 adopting the annual budget for the fiscal year 2012-13 excluding “Contributions to Civic Programs”.

Council Action to be taken: Adopt as presented.

Initiating Department: City Management/Finance

Staff Contact: Rosemarie Dennis, Finance Director

1. INTRODUCTION/PURPOSE

A public hearing was conducted at the August 23rd City Council meeting at which time, Ordinance 2012-27 was introduced. Now Council must vote to formally adopt the FY2012-13 Budget, excluding the Contributions to Civic Programs.

2. DESCRIPTION/ JUSTIFICATION

After two Council workshops and a public hearing, Staff hopes that Council is comfortable with and ready to finalize the proposed FY 2012-13 City of Taylor budget.

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

Staff recommends the adoption of Ordinance 2012-27, excluding contributions to civic programs.

6. REFERENCE FILES

6a. [Ordinance 2012-27](#).

6b. [Proposed Budget FY2012-13](#)

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.

WHEREAS, the City Manager of the City of Taylor, Texas, has heretofore submitted, in accordance with the state law and the City's Charter, a budget for said City, for the fiscal year beginning October 1, 2012 and ending September 30, 2013; and

WHEREAS, a public hearing on such budget was held on August 23, 2012, was given notice and made in accordance with the law and within the time limits set forth by law; and

WHEREAS, such public hearing was held in accordance with the law on August 23, 2012, prior to final adoption of this ordinance.

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

SECTION 1. The attached budget for the fiscal year beginning October 1, 2012, and ending September 30, 2013, is hereby in all things approved and adopted and it shall be effective as of October 1, 2012.

SECTION 2. The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this ordinance was adopted was posted and that such meeting was open to the public as required by law at all times during which this ordinance and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended, and the Act.

SECTION 3. That all ordinances and parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. In accordance with Article VIII of the City Charter, Ordinance No. 2012-27 was introduced before the City Council on August 23, 2012.

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

Donald Hill, Mayor
Taylor City Council

ATTEST:

Susan Brock, City Clerk

BUDGET
UNDER SEPARATE COVER
DUE TO SIZE OF FILE



City Council Meeting September 13, 2012 Agenda Item Transmittal

Agenda Item #: 7

Agenda Title: Consider adopting Ordinance 2012-28 fixing and levying ad valorem tax rate for tax year 2012-13 and take a record vote.

Council Action to be taken:

- a) **Motion to adopt must include the following wording:**
“I move to adopt Ordinance 2012-28 and that the property taxes are set at the adoption of a tax rate of \$0.813893”.
- b) **Call for a Record Vote**

Initiating Department: City Administration/Finance

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

1. INTRODUCTION/PURPOSE

According to Chapter 26, Sect. 26.05 of the Texas Property Tax Code “...the annual tax rate must be set by ordinance, resolution, or order...The vote on the ordinance, resolution or order setting the tax rate must be separate from the vote adopting the budget.”

2. DESCRIPTION /JUSTIFICATION

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

This Ordinance was introduced on August 23rd and must be adopted at this meeting.

5. RECOMMENDATION

- a) **Motion to adopt must include the following wording:**
I move that we adopt Ordinance No. 2012-28 and that property taxes be set by the adoption of a tax rate of \$0.813893.

- b) **Call for a Record Vote**

6. REFERENCE FILES

7a. [Ordinance 2012-28](#)

7b. [Tax Rate History](#)

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.

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

SECTION 1. That there is hereby levied and there shall be collected for the maintenance and operation of the municipal government of the City of Taylor, Texas for the fiscal year 2012-13 upon all property, real, personal and mixed, within the corporate limits of said City subject to taxation, a tax of \$0.573019 cents on each One Hundred Dollars (\$100.00) valuation of property.

SECTION 2. That there is hereby levied and there shall be collected for the City of Taylor, Texas, to provide for Interest and Sinking Funds for the fiscal year 2012-13 upon all property, real, personal and mixed, within the corporate limits of said City subject to taxation, a tax of \$0.240874 cents on each One Hundred Dollars (\$100.00) valuation of property.

SUMMARY

Maintenance and Operation of the Municipal Government	\$0.573019
Interest and Sinking	\$0.240874
Total Tax per \$100.00 of valuation	\$0.813893

SECTION 3. All monies collected under this ordinance for the specific items herein named, be and the same are hereby appropriated and set apart for the specific purpose indicated in each item and that the Assessor and Collector of Taxes, and the City Finance Director shall keep these accounts so as to readily and distinctly show the amount collected, the amounts expended and the amount on hand at any time, belonging to such funds. All receipts for the City not specifically apportioned by this ordinance are hereby made payable to the General Fund of the City.

SECTION 4. The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this ordinance was adopted was posted and that such meeting was open to the public as required by law at all times during which this ordinance and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended, and the Act.

SECTION 5. A delinquent tax accrues interest at a rate of one percent (1%) for each month or portion of a month the tax remains unpaid.

SECTION 6. That all ordinances and parts of ordinances in conflict herewith are hereby repealed.

SECTION 7. In accordance with Article VIII, of the City Charter, Ordinance No. 2012-28 was introduced before the City Council on August 23, 2012.

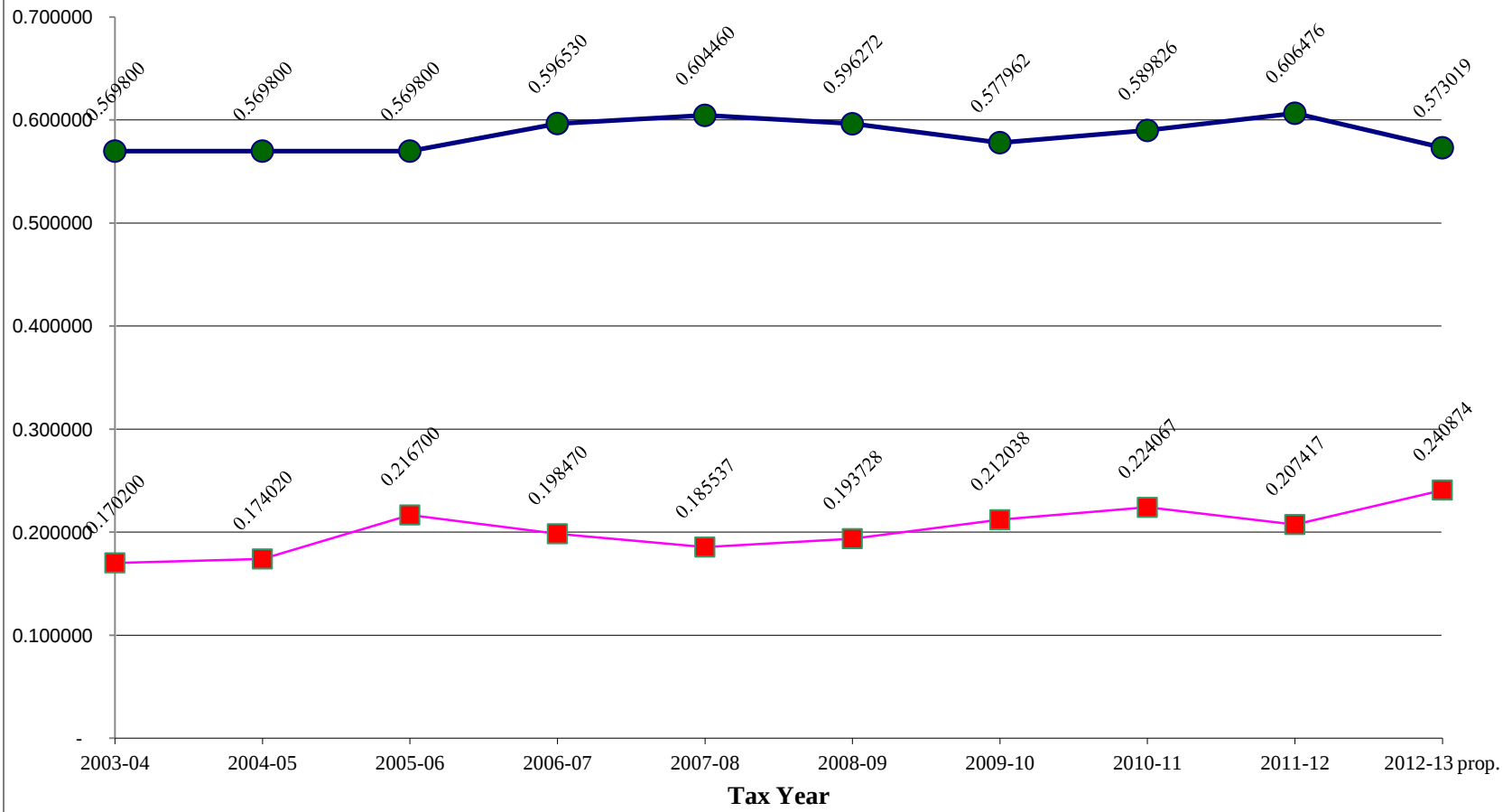
PASSED, APPROVED, and ADOPTED on the _____ the day of September, 2012.

Donald Hill, Mayor
Taylor City Council

ATTEST:

Susan L. Brock, City Clerk

Tax Rate Comparison



● O&M Rate ■ Debt Rate



City Council Meeting September 13, 2012 Agenda Item Transmittal

Agenda Item #: 8

Agenda Title: Consider introducing Ordinance 2012-31 amending the Fee Ordinance for city services.

Council Action to be taken: Consider Ordinance Introduced

Initiating Department: Finance Department

Staff Contact: Rosemarie Dennis, Finance Director

1. INTRODUCTION/PURPOSE

This agenda item is to discuss and consider the introduction of 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

5. RECOMMENDATION

Introduce Ordinance 2012-31 for City services.

6. REFERENCE FILES

8a [Exhibit A FY2012-13 Fee Schedule.](#)

8b [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
----------	--

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
---	----------	-------------------

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	No charge if associated with residential or commercial site plan approval; 2 public utility	
	\$ 35.00	\$ 40.00
Fence - Residential and Commercial	\$ 35.00	
Manufacture Home Park-additions or alterations to spaces	\$ 25.00	per space

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

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.

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

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
------------------	-------------------

Right-of-way License

Original License	\$ 350.00
------------------	-----------

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

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

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
--	----	-------	----------------

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

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

40 yd Roll-Off	\$	526.86	Cost per haul
----------------	----	--------	---------------

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			

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

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

Backflow Prevention

Initial Permit	\$ 25.00
----------------	----------

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
---------	-------------------

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 13, 2012 Agenda Item Transmittal

Agenda Item #: 9

Agenda Title: Consider introducing Ordinance 2012-30 amending the 2011/2012 fiscal year budget.

Council Action to be taken: Introduce Ordinance 2012-30 which Amends FY2011/2012 Budget

Initiating Department: Finance Department

Staff Contact: Rosemarie Dennis, Finance Director

1. INTRODUCTION/PURPOSE

The purpose of this agenda item is to introduce 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	\$ 712,424	\$ 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)	\$ (1,6,122)
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 official declare Ordinance 2012-30 introduced.

5. REFERENCE FILES

9a [Exhibit A Budget](#) Amendment FY2011-12

9b [Budget Amendment Ordinance](#) 2012-30

FY 2011-12 BUDGET AMENDMENT

100 -- GENERAL FUND

Revenue

310 Taxes:

110 Current Property Taxes

111 Current Property Taxes	\$ 4,370,000	\$ 4,492,500	\$ 122,500
112 Delinquent Taxes	65,000	69,000	\$ 4,000
113 Prop.Tax-Penalty/Int.	62,000	50,000	\$ (12,000)
Subtotal 110	\$ 4,497,000	\$ 4,611,500	\$ 114,500

120 Sales and Use Tax

121 City Sales Tax	\$ 2,230,480	\$ 2,280,000	\$ 49,520
Subtotal 120	\$ 2,230,480	\$ 2,280,000	\$ 49,520

130 Franchise Tax

131 Telephone	\$ 62,000	\$ 58,000	\$ (4,000)
132 Gas	100,000	97,000	(3,000)
133 Mixed Beverage Drinks	6,600	2,300	(4,300)
134 Electric	457,000	536,124	79,124
135 Cable	124,000	147,266	23,266
136 Solid Waste Collection	150,000	155,000	5,000
Subtotal 130	\$ 899,600	\$ 995,690	\$ 96,090

140 Other Taxes

141 Occ. Tax/Skill Games	\$ 330	\$ 285	\$ (45)
142 Occ. Tax/Mfg Homes	500	500	-
Subtotal 140	\$ 830	\$ 785	\$ (45)

310 Taxes Total

	\$ 7,627,910	\$ 7,887,975	\$ 260,065
--	--------------	--------------	------------

320 Permits and Licenses

150 Development Permits

151 Plat/Zoning Fees	\$ 5,000	\$ 5,300	\$ 300
152 Building Permit Fees	35,000	113,000	78,000
153 Elec. Permits/Licenses	18,000	6,100	(11,900)
154 Plumbing Permit Fees	15,650	6,000	(9,650)
155 Gas Permit Fee	5,300	4,500	(800)
156 Mechanical Permit Fee	15,000	6,500	(8,500)
158 Manufactured Homes	600	-	(600)
Subtotal 150	\$ 94,550	\$ 141,400	\$ 46,850

160 Business and Other Licenses

162 Beer/Liquor Licenses	\$ 7,000	\$ 6,000	\$ (1,000)
163 Dog Tag Licenses	15,000	4,100	\$ (10,900)
164 Misc. Business Lic./ Permits	12,500	8,000	\$ (4,500)
Subtotal 160	\$ 34,500	\$ 18,100	\$ (16,400)

320 Permits/Licenses Total

	\$ 129,050	\$ 159,500	\$ 30,450
--	------------	------------	-----------

330 Intergovernmental Revenue

220 State Grants

219 Other Federal Grants	\$ -	\$ 2,625	\$ 2,625
221 Officer Standards & Ed	\$ 2,400	\$ -	\$ (2,400)
229 Other State Grants	\$ -	\$ 3,810	\$ 3,810
Subtotal 220	\$ 2,400	\$ 6,435	\$ 4,035

230 Local Grants, Contributions, Reimbursements

232 Capital Area Planning (CAPCO)	\$ 750	\$ -	\$ (750)
235 TISD (Cop Reimburse.)	40,000	40,000	-
Subtotal 230	\$ 40,750	\$ 40,000	\$ (750)

330 Intergov. Revenue Total

	\$ 43,150	\$ 46,435	\$ 3,285
--	-----------	-----------	----------

340 Charges for Services

250 Public Works

251 Trash Collection	\$ 1,210,000	\$ 1,254,000	\$ 44,000
258 Dog Pound Fees	10,000	10,000	-
Subtotal 250	\$ 1,220,000	\$ 1,264,000	\$ 44,000

260 Recreation

261 Pool Admission	\$ 39,000	\$ 39,600	\$ 600
264 Pavilion/Aud. Rental	7,000	6,000	(1,000)
265 Library Services	9,500	8,600	(900)
266 Plan Review Fees	1,500	1,500	-
267 Engineering Inspect. Fees	5,000	900	(4,100)
268 Library Meeting Rm rent	1,000	1,500	500
269 Park Fees	80,000	112,800	32,800
270 League fees	4,000	9,200	5,200
289 Credit Card Processing Fees	5,000	5,000	-
Subtotal 260	\$ 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)
----------------	----------------	--	------------------------------

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

	Adopted Budget	Amended Budget		Difference Add/(subtract)
563 Street Maintenance				
Expenditure Category				
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				
Expenditure Category				
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				
Expenditure Category				
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)

General Services

566 Facilities Maintenance				
Expenditure Category				
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				
Expenditure Category				
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
---------------------------	-------------------	-------------------	--	------------------

Non-departmental

592	<u>Expenditure Category</u>				
500	Contract Services/Fees	\$	1,245,300	\$	1,305,723
600	Bad Debt		3,000		5,100
800	Contingencies		80,268		471,787
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 anticipant 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%
Revenue less Expenditures	\$ -	\$ 555,120		\$ 555,120	

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)
----------------	----------------	--	------------------------------

Adopted	Amended Budget		Difference Add/(subtract)
---------	----------------	--	------------------------------

\$ 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
-----------	------------	--	----------

\$ 20,000	\$ -		\$ (20,000)
\$ -	\$ 20,000		\$ 20,000
\$ 20,000	\$ 20,000		\$ -

\$ 72,424	\$ 81,937		\$ 9,513
-----------	-----------	--	----------

Adopted	Amended Budget		Difference Add/(subtract)
---------	----------------	--	------------------------------

\$ 80,000	\$ 60,000		\$ (20,000)
\$ -	\$ 616		\$ 616
\$ 80,000	\$ 60,616		\$ (19,384)

\$ 80,000	\$ 60,616		\$ (19,384)
-----------	-----------	--	-------------

\$ -	\$ 20,000		\$ 20,000
\$ 60,000	\$ 45,000		\$ (15,000)
\$ 60,000	\$ 65,000		\$ 5,000

\$ 60,000	\$ 65,000		\$ 5,000
-----------	-----------	--	----------

\$ 20,000	\$ (4,384)		\$ (14,384)
-----------	------------	--	-------------

Adopted	Amended Budget		Difference Add/(subtract)
---------	----------------	--	------------------------------

\$ 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)
-------------	-------------	--	------------

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)
----------------	----------------	--	------------------------------

Adopted	Amended Budget		Difference Add/(subtract)
---------	----------------	--	------------------------------

\$	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
----	-----------	----	-----------	--	-----------

\$	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
----	-----------	----	-----------	--	------------

\$	(100,900)	\$	(145,044)		\$ (44,144)
----	-----------	----	-----------	--	-------------

Adopted	Amended Budget		Difference Add/(subtract)
---------	----------------	--	------------------------------

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

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

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

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

\$	-	\$	-		\$ -
----	---	----	---	--	------

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%
--------------	--------------	------------	------

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
--------------	--------------	------------

Revenue less Expenditures

\$ -	\$ -	\$ -
------	------	------

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 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.

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 13, 2012 Agenda Item Transmittal

Agenda Item #: 10

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

Council Action to be taken: Introduction of Ordinance

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. Annual approval is written into the ordinance so as not to obligate future City Councils.

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.

This is a continuation of an original Ordinance approved in 2004, renewed annually at budget time.

3. FINANCIAL/BUDGET

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

4. TIMELINE CONSIDERATIONS

Ordinance is to be considered for Introduction at this meeting and subsequent approval timed with new budget.

5. RECOMMENDATION

Declare ordinance officially introduced.

6. REFERENCE FILES

10a. 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 Five Hundred 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 13, 2012 Agenda Item Transmittal

Agenda Item #: 11

Agenda Title: Consider approving Ordinance 2012-18 establishing requirements allowing burning within the city limits.

Council Action to be taken: Continue discussion and consider approving Ordinance 2012-18

Initiating Department: Fire Department

Staff Contact: Pat Ekiss, Fire Chief

1. INTRODUCTION/PURPOSE

To continue the discussion and consider approving an ordinance allowing control burns within the city limits of Taylor for the clearing of vegetative growth in agricultural. At two previous council meetings our agricultural partners expressed concerns with some of the restrictions in the ordinance as presented. The fire department has met with all concerned parties on three different occasions and adjusted the ordinance to attempt to address all concerns while remaining within the scope of the laws and recommendations of the State of Texas.

2. DESCRIPTION/ JUSTIFICATION

As a reminder, the current ordinance has not been updated since 1956. There are many areas that are left to interpretation and are not consistent with today's approved standards. Extensive research was done to develop the standards established by this ordinance. The document closely follows TCEQ requirements which ensure that we meet all regulations established by the State of Texas and the Texas Forest Service. Our goal is to serve our customers that must use control burns as an efficient and cost effective means of clearing their land. The current ordinance does not legally allow for such a process. Staff has taken into account the concerns and thoughts of our city's agricultural partners in the development of this document.

3. FINANCIAL/BUDGET

There is no financial impact beyond what is currently listed in the fee schedule for control burns.

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

Staff recommends approval of the ordinance as submitted.

6. REFERENCE FILES

11a. [Ordinance 2012-18](#)

11b. [Original ordinance](#) August, 1956

ORDINANCE NO. 2012-29

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.

WHEREAS, the City of Taylor, Texas, desires to establish regulations for outdoor burning within the City; and

WHEREAS, the Council deems the following regulations recommended by the Fire Chief to be reasonable and necessary; and

WHEREAS, it is in the best interest of the residents of the City of Taylor, Texas, that it shall have regulations concerning outdoor burning.

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

SECTION 1. Preamble Incorporation.

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. General.

The requirements set forth in this Ordinance are established to reduce the likelihood that burning will create a nuisance, cause a hazard, or harm the environment. Notwithstanding, burning will remain potentially a nuisance, can remain a hazard and may harm the environment

all of which remains the sole risk to the party responsible for the burn. Further, the party responsible for the burn remains liable for damages, injuries, or other consequences that may result from burning, even when it is carried out in compliance with this Ordinance.

SECTION 3. Fee.

The fee for a permitted burn will be the applicable fee in effect for the City on the date of permit issuance.

SECTION 4. Allowed Burn.

- a. Domestic waste (Not Permitted): Domestic waste is not an allowed burn.
- b. On-site burning of waste plant growth/maintenance burn (Permit Required):
All practical alternative methods of disposal shall be considered before burning is permitted. Trees, brush, leaves, branch trimmings, or other plant growth may be burned on the property of five (5) acres or larger on which the material grew. The plant growth must be burned by the property owner or another person authorized by the owner.
- c. Fires for recreation, ceremonies, cooking, or warmth (Permit Not Required):
Outdoor burning is allowed when used solely for recreational or ceremonial purposes, in the noncommercial preparation of food, or exclusively as a means of generating warmth in cold weather. As an example, campfires, ceremonial fires, and cooking fires are allowed. Requirements of Section 6. c, d, e, f, and g for an allowed outdoor burn apply to fires covered by this Section. Burning shall not cause a nuisance or hazard. Fires covered under this Section shall be no larger than eighteen (18) cubic feet (2 feet in height x 3 feet in width x 3 feet in length).
- d. Land clearing operation (Permit Required):
Land clearing operations shall be the uprooting, cutting, or clearing of vegetation in connection with

conversion for the construction of buildings, rights-of-way, residential, commercial, or industrial development, or the clearing of vegetation to enhance property value, access, or production. Land clearing does not include the maintenance burning of on-site property wastes such as fallen limbs, branches, or leaves, or other wastes from routine property clean-up activities, nor does it include burning following clearing for ecological restoration. Land clearing operations is only permitted by the method and under the requirement of Section 5.o. below.

SECTION 5. Burn Requirements.

The Requirements imposed for an allowed burn are:

- a. The responsible party shall submit an application for a permit to conduct an outdoor burn.
- b. An onsite inspection conducted by the Fire Official designated by the City will be required prior to an approved permitted burn. If approved, the permit shall remain in effect for two weeks from the date of the permit issuance after which the permit shall terminate.
- c. The responsible party shall contact the Taylor Fire Department prior to lighting the fire and furnish the date and time the fire will be lighted and the notice must provide the Taylor Fire Department sufficient time for inspection fire prior to lighting.
- d. A responsible party possessing a permit required under this ordinance must be present while the burn is active and the fire is progressing or smoldering. The permit must be produced upon request.
- e. A means to extinguisher the fire, appropriate to the size of the fire, shall be present during the fire.

- f. Keep fires downwind of or at least 300 feet away from any neighboring structure that contains sensitive receptors.
- g. Begin burning no earlier than one hour after sunrise and end burning on the same day and no later than one hour before sunset.
- h. At the end of the burn, extinguish isolated residual fires or smoldering objects.
- i. No burning is allowed unless weather conditions are such that the smoke will dissipate on the day the burn is to be initiated (winds of at least six (6) miles per hour) while still allowing the fire to be contained and controlled (winds no faster than twenty-three (23) miles per hour).
- j. The responsible party must post a person to flag traffic if at any time the burning causes or may tend to cause smoke to blow onto or across a road or highway.
- k. No burning during a Red Flag Warning day.
- l. No burning shall be allowed during any Federal, State, County, or City ban imposed on burning applicable to a proposed burn.
- m. An inspector may visit the open burn site at any time during the fire. If the burn is not being conducted in accordance with state and local requirements, the fire can be ordered to be discontinued at that time. The permit for open burning becomes null and void and penalties may apply. There is no refund of fees.
- n. If a complaint is received concerning emissions and it is determined the complaint is based on sensitivity to emissions, the fire will be discontinued and the permit will automatically become null and void.

- o. Air-curtain incineration (trench burning), which is authorized under a permit by rule or standard permit. Companies that specialize in air-curtain incineration must obtain prior TCEQ approval, obtain a federal operating permit, and follow specific written operating procedures before a permit is issued.
- p. The Fire Official retains authority at all times to revoke a permit that has been issued or permit outdoor burning for extenuating circumstances deemed reasonable or necessary by the Fire Official.

SECTION 6. Definitions.

Extinguished:

The absence of any visible flames, glowing coals, or smoke.

Structure containing sensitive receptor(s):

A man-made structure utilized for human residence or business, the containment of livestock, or the housing of sensitive live vegetation. The term "man-made structure" does not include such things as range fences, roads, bridges, hunting blinds, or facilities used solely for the storage of hay or other livestock feeds. The term "sensitive live vegetation" is defined as vegetation that has potential to be damaged by smoke and heat. Examples of which include, but are not limited to, nursery production, mushroom cultivation, pharmaceutical plant production, or laboratory experiments involving plants.

Sunrise/Sunset:

Official sunrise/sunset as set forth in the United States Naval Observatory tables available from National Weather Service offices.

Practical Alternative Method(s):

An economically, technologically, ecologically, and logistically viable option. Recycling, composting, mechanical chipping or mulching, and landfill.

Domestic wastes:

Include wastes that normally results from the function of life within a residence—for example, kitchen garbage, cardboard boxes, packaging, and clothing. Such things as tires, construction debris, furniture, carpet, electrical wire, and appliances are not considered to be domestic waste and cannot be burned.

Red Flag Warning:

A term used by fire-weather forecasters to call attention to limited weather conditions of particular importance that may result in extreme burning conditions. It is issued when it is an on-going event or the fire weather forecaster has a high degree of confidence that Red Flag criteria will occur within twenty-four (24) hours of issuance. Red Flag criteria occurs whenever a geographical area has been in a dry spell for a week or two, or for a shorter period, if before spring green-up or after fall color, and the National Fire Danger Rating System (NFDRS) is high to extreme and the following forecast weather parameters are forecasted to be met:

- 1) a sustained wind average 15 mph or greater
- 2) relative humidity less than or equal to 25 percent and
- 3) a temperature of greater than 75 degrees F.

SECTION 7. Penalty.

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 8. Severability.

If any article, paragraph, or part of a paragraph of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, the same shall not

invalidate or impair the validity, force or effect of any other article, paragraph or part of a paragraph of this Ordinance which shall remain in full force and effect.

SECTION 9. Repealer.

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

SECTION 10. Publication.

The City Clerk is hereby authorized and directed to publish the caption of this Ordinance, together with the penalty provision contained therein, in the manner and for the length of time prescribed by law.

In accordance with Article VIII, Section 1 of the City Charter, Ordinance No. _____ was introduced before the Taylor City Council on the ____ day of _____, 2012.

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

Don R. Hill, Mayor

ATTEST:

Susan Brock, City Clerk

APPROVED AS TO FORM:



Ted W. Hejl, City Attorney

CERTIFICATE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

I, Susan Brock, being the current City Clerk of the City of Taylor, Texas, do hereby certify that the attached is a true and correct copy of Ordinance No. _____, passed and approved by the City Council of the City of Taylor, Texas, on the ____ day of _____, 2012, and such Ordinance was duly introduced, passed, approved and adopted at meetings open to the public and notices of the meetings, giving the dates, places, and subject matter thereof, were posted as prescribed by Government Code Section 551.043.

Witness my hand and seal of office this the ____ day of _____, 2012.

Susan Brock
City Clerk

ORDINANCE - BURNING OF RUBBISH AND TRASH

AN ORDINANCE REGULATING THE BURNING OF RUBBISH, TRASH, BRUSH, WASTE, LEAVES, GRASS, WEEDS, SHAVINGS, LUMBER, COTTON HULLS AND BURRS AND GIN TRASH AND LINT WITHIN THE CORPORATE LIMITS OF THE CITY OF TAYLOR, TEXAS; PROVIDING PENALTIES FOR THE VIOLATION OF THIS ORDINANCE OF A FINE NOT LESS THAN \$10.00 AND NOT MORE THAN \$200.00; REPEALING CONFLICTING ORDINANCES OR PARTS OF ORDINANCES AND DECLARING AN EMERGENCY IN ITS ENACTMENT.

BE IT ORDAINED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF TAYLOR, TEXAS:

Section 1. This entire ordinance is and shall be deemed an exercise of the police power of the City of Taylor, Texas, for the public safety, comfort, convenience and protection of the city and citizens of said city and all provisions hereof shall be construed for the accomplishment of that purpose.

Section 2. It shall hereafter be unlawful for any person, persons, firm or corporation to burn or have burned any rubbish, trash, brush, waste, leaves, grass, weeds, shavings, lumber, cotton hulls and burrs and gin trash and lint in or on any street or alley or on any lot within two hundred feet of any building in the corporate limits of the City of Taylor; provided that such materials may be burned on lots only in incinerators that have been approved by the fire chief of said city, which will not permit flying of sparks and any such incinerator shall be so located that smoke will not become a nuisance to occupants of surrounding buildings or areas, nor shall any such incinerator create a hazard to surrounding property.

Section 3. Any person, firm or corporation violating any provisions of this ordinance or failing to observe any provision hereof shall be deemed guilty of a misdemeanor and upon conviction shall be fined in any sum not less than \$10.00 and not more than \$200.00.

Section 4. All ordinances or any portion thereof in conflict with the provisions of this ordinance are hereby repealed.

Section 5. Inasmuch as the entire ordinance is deemed an exercise of the police power of the City of Taylor, Texas, for the public safety, comfort, convenience and protection of the city and citizens of said City, this ordinance is to become effective immediately; the rules inhibiting the passage of an ordinance on the day on which it is introduced and requiring the reading of an ordinance at

three (3) different meetings of the Board of City Commissioners be, and they are hereby, suspended as to this ordinance; that this ordinance be, and it is hereby, declared to be an emergency measure, and that it be placed upon its first, second and third readings and final passage and shall become effective immediately, and it is so passed.

PASSED, EXAMINED and APPROVED, this the 28th day of August,

A. D. 1956.



R. E. Kollman, Chairman of the
Board of City Commissioners of
the City of Taylor, Texas.

ATTEST



A. M. Ahlgreen, City Clerk of
the City of Taylor, Texas

*Caption published
Sept. 12, 1956*

***City Council Meeting
September 13, 2012
Agenda Item Transmittal***

Agenda Item #: 12
Agenda Title: Consider awarding bid for Holly Springs Drainage Improvements project.

Council Action to be taken: Award bid

Initiating Department: Public Works/Engineering

Staff Contact: **Danny Thomas, Director of Public Works**
Casey Sledge, Consulting City Engineer

1. INTRODUCTION/PURPOSE

The Holly Springs Drainage Improvements Project was successfully bid on August 16, 2012. Five (5) proposals were received and we are familiar with all of the top proposers. The low base bid is \$872,400.00 from Smith Contracting of Austin, Texas.

2. DESCRIPTION/ JUSTIFICATION

The Holly Springs Drainage area has deteriorated over the years and is in a dilapidated state, requiring improvements, which include: 1,500 linear feet of channel excavation, 4,600 square yards of articulating concrete block pavers, 85 LF of 4'x6 concrete box culvert at Holly Springs Dr, 110 LF of 4'x8' concrete box culvert at Donna Dr, 200 LF of 42" and smaller RCP storm drain and inlets, 250 LF of concrete sidewalk. We have worked successfully with Smith Contracting on the Dickey Street Drainage Improvements, Phase 2 in Taylor.

3. FINANCIAL/BUDGET

Funded by MDUS funds and Bond Proceeds 2012 COs.

Sledge Engineering cost estimate of project	\$876,400.00
Smith Contracting bid	\$872,400.00

4. TIMELINE CONSIDERATIONS

180 calendar days, not accounting bad weather days. If awarded on 9/13, then break ground 10/8/12 and substantial completion expected by April 2013 (before summer 2013). (Not accounting for weather days).

5. RECOMMENDATION

Staff recommends awarding bid to Smith Contracting Company

6. REFERENCE FILES

12a. [Bid recommendation](#)

12b. [Bid tabulations](#)

481 TUCEK ROAD TAYLOR, TX 76574
PH 512.365.1888
FAX 512.365.1962
www.sledge.biz



Jim Dunaway - City Manager
City of Taylor
400 Porter St
Taylor, TX 76574

**RE: City of Taylor – 2012 Holly Springs Drainage Improvements
*Proposal Review and Award Recommendation***

Dear Mr. Dunaway:

Competitive Sealed Proposals for the above referenced project were received at 2:00 p.m. on August 16, 2012 at the Taylor City Hall. Sledge Engineering, LLC has reviewed the proposals and prepared a Scoring Matrix and Proposal Price Tabulation indicating the results of the bid. The Tabulation is enclosed for the City's review.

Five (5) proposals were received. All submitted the required 5% bid bond or certified check; there were no addenda issued for the project. There were only minor irregularities (math error) in the price proposals and no proposer was disqualified.

The pricing submitted was consistent and reasonable for the scope of work involved with the project. The competitive proposals assure the City of Taylor that a fair and reasonable price for the scope of work was realized in the bid process.

The highest scoring proposal was submitted by Smith Contracting of Austin, TX. The references checked for Smith Contracting provided no negative comments as to their quality of work or their fairness in negotiating change orders. They are ready to move forward and successfully complete this project in accordance with Plans and Specifications if awarded the project.

It is respectfully recommended that the City of Taylor award the construction contract to Smith Contracting of Austin, Texas for the Total Amount of \$872,400.00.

481 TUCEK ROAD TAYLOR, TX 76574
PH 512.365.1888
FAX 512.365.1962
www.sledge.biz



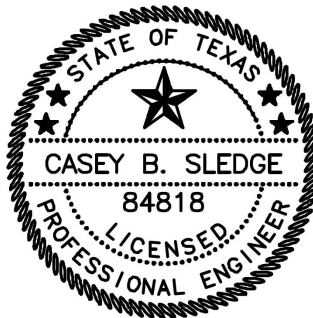
Once the City awards this contract, our office will issue a Notice of Award and prepare Contract Documents for execution by the Contractor and the City of Taylor. If you have any questions about the Tabulation or this Award Letter, please contact me at (512) 484-2932.

Sincerely,
SLEDGE ENGINEERING, LLC

A handwritten signature in blue ink, appearing to read "Casey B. Sledge", is written over a horizontal line.

9/7/12

Casey B. Sledge, P.E., AICP, CFM
President



8/16/2012 @
2:00 p.m.

[illegible]



***City Council Meeting
September 13, 2012
Agenda Item Transmittal***

Agenda Item #: 13

Agenda Title: Consider awarding bid for water improvements in newly annexed areas.

Council Action to be taken: Award bid

Initiating Department: Public Works/Engineering

Staff Contact: **Danny Thomas, Director of Public Works**
Casey Sledge, Consulting City Engineer

1. INTRODUCTION/PURPOSE

The Fire Protection Project proposals for the newly annexed areas were received on August 20, 2012. Six (6) proposals were received and we are familiar with all of the top proposers. The low base bid is \$125,000.00 from SBS Construction, Incorporated from La Grange, Texas.

2. DESCRIPTION/ JUSTIFICATION

The most recently annexed areas in Taylor currently have little or no fire protection. This project will ensure the much needed 20 new fire hydrants to be installed on water systems within the recently annexed areas. These hydrants will be installed on water mains owned by Jonah SUD, Manville WSC, and the City of Taylor. Jonah and Manville have agreed to inspect, accept, and maintain the hydrants installed on their mains. All hydrants will be installed without any loss of pressure or service to the areas.

3. FINANCIAL/BUDGET

Remaining Proceeds from 2008 Bond Issuance

4. TIMELINE CONSIDERATIONS

30 Calendar Days for completion minus possible bad weather days

5. RECOMMENDATION

Staff Recommends Awarding Bid to SBS Construction, Incorporated

6. REFERENCE FILES

13a. [Bid recommendation](#)

13b. [Bid tabulations](#)

481 TUCEK ROAD TAYLOR, TX 76574
PH 512.365.1888
FAX 512.365.1962
www.sledge.biz



Jim Dunaway - City Manager
City of Taylor
400 Porter St
Taylor, TX 76574

**RE: City of Taylor – 2012 Annexed Area Water Improvements, CIP#707
*Proposal Review and Award Recommendation***

Dear Mr. Dunaway:

Competitive Sealed Proposals for the above referenced project were received at 2:00 p.m. on August 20, 2012 at the Taylor City Hall. Sledge Engineering, LLC has reviewed the proposals and prepared a Scoring Matrix and Proposal Price Tabulation indicating the results of the bid. The Tabulation is enclosed for the City's review.

Six (6) proposals were received. All submitted the required 5% bid bond or certified check; there were no addenda issued for the project. There were only minor irregularities (math error) in the price proposals and no proposer was disqualified.

The pricing submitted was consistent and reasonable for the scope of work involved with the project. The competitive proposals assure the City of Taylor that a fair and reasonable price for the scope of work was realized in the bid process.

The highest scoring proposal was submitted by SBS Construction of La Grange, TX. The references checked for SBS Construction provided no negative comments as to their quality of work or their fairness in negotiating change orders. They are ready to move forward and successfully complete this project in accordance with Plans and Specifications if awarded the project.

It is respectfully recommended that the City of Taylor award the construction contract to SBS Construction of La Grange, Texas for the Total Amount of \$125,000.00.

481 TUCEK ROAD TAYLOR, TX 76574
PH 512.365.1888
FAX 512.365.1962
www.sledge.biz



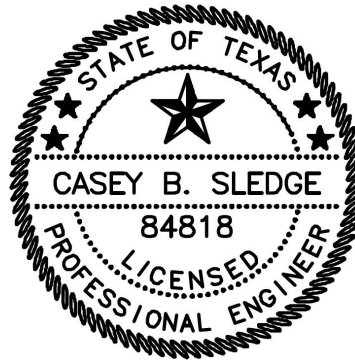
Once the City awards this contract, our office will issue a Notice of Award and prepare Contract Documents for execution by the Contractor and the City of Taylor. If you have any questions about the Tabulation or this Award Letter, please contact me at (512) 484-2932.

Sincerely,
SLEDGE ENGINEERING, LLC

A handwritten signature in blue ink, appearing to read "Casey B. Sledge", written over a horizontal line.

9/7/12

Casey B. Sledge, P.E., AICP, CFM
President



Annexed Area Water Improvement CIP Project 707
8/20/2012 at 2:00 pm
Taylor City Hall City Council Chambers

Present:

Casey Sledge	--	Engineering
Dennis Kleppe	--	Inspection
Danny Thomas	--	Public Works Director
Alice Benjiman	--	Finance

Six sealed proposals received:

Flanagan Construction	Bid Bond	\$199,991
Austin Engineering	Bid Bond	\$248,520
Lewis Contractors	Bid Bond	\$246,000
Central Road & Utilities	Bid Bond	\$223,100
Quality Construction	Bid Bond	\$165,775
SBS Construction	Bid Bond	\$125,000

Submitted by: Alice Benjiman



City Council Meeting September 13, 2012 Agenda Item Transmittal

Agenda Item #: 14

Agenda Title: Consider awarding bids for the Amy Young Barrier Removal Program

Council Action to be taken: Award bids as recommended

Initiating Department: Planning and Development

Staff Contact: Bob van Til, Director of Planning & Development

1. INTRODUCTION/PURPOSE

The Amy Young Barrier Removal (AYBR) Program provides grants of up to \$20,000, in combined hard and soft (administrative) costs, for Persons with Disabilities, whose household income does not exceed 80% of the Area Median Family Income (AMFI). The grants provide modifications necessary for accessibility and the elimination of substandard or hazardous conditions within the homes to be assisted.

The purpose of this item is to discuss the award of three individual contracts in the not to exceed amount of \$18,200 each to STARSD, Inc., DBA Star Interior Resources, and two individual contracts in the not to exceed amount of \$18,200 each to Precision Construction, LLC under the Amy Young Barrier Removal Program Contract No. 1001593 with the Texas Department of Housing and Community Affairs.

Mr. Robb Stevenson, with Langford Community Management Services, who is the City's contract consultant, will be available to address the Council.

2. DESCRIPTION/ JUSTIFICATION

A bid opening was held on August 30, 2012 at the City of Taylor City Hall. Due to the likelihood that all items identified during the inspection and work write-up process would not be able to be addressed with the limited amount of funding, the work to be performed on each of the homes was divided into base bid items, those deemed essential to the scope of work, and alternate bid items to be added in order of ranked priority pending available funding.

The amount of available funding was announced at the bid opening as \$18,200. The low bidder for purposes of an individual contract award is the responsible bidder offering the

lowest aggregate price for the base bid plus those alternatives for a given home that provide the most features of work within the funds available for each home at the bid opening. Therefore, should the total bid for a given home (base bid plus all alternate bids) exceed the amount of funding available at bid opening, the actual award will not be based on the total bid for the individual home, but rather the greatest amount of features of work that can be provided for the amount of available funds.

Please see the attached spreadsheet detailing the projected awards highlighted in green that include the base bid items plus those alternate bid items which were able to be included in the amount of available funding.

3. FINANCIAL/BUDGET

The project is entirely grant funded.

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

Staff recommends award of three individual contracts in the not to exceed amount of \$18,200 each to STARSD, Inc., DBA Star Interior Resources, and two individual contracts in the not to exceed amount of \$18,200 each to Precision Construction, LLC under the Amy Young Barrier Removal Program Contract No. 1001593 with the Texas Department of Housing and Community Affairs.

6. REFERENCE FILES

14a. [Bid Summary Sheets](#)

CITY OF TAYLOR
AMY YOUNG BARRIER REMOVAL PROGRAM
BID AND AWARD SUMMARY SHEET

Contractor: **STARSD, Inc.**

HOMEOWNER	BASE BID	ALT #1	ALT #2	ALT #3	ALT #4	ALT #5	TOTAL	PROJ. AWARD
Phillips	\$12,375.00	\$5,500.00	\$1,500.00	\$1,000.00	\$1,710.00	\$1,500.00	\$23,585.00	\$17,875.00
Welch	\$18,748.00	\$100.00	\$1,710.00	\$500.00	n/a	n/a	\$21,058.00	
Marshall	\$18,855.00	\$2,565.00	\$400.00	\$2,900.00	n/a	n/a	\$24,720.00	\$18,855.00
Nunez	\$18,050.00	\$300.00	\$480.00	\$1,400.00	\$1,400.00	n/a	\$20,305.00	\$18,050.00
Green	\$16,985.00	\$1,500.00	\$50.00	\$300.00	\$275.00	n/a	\$19,110.00	
				\$75.00				

Note: Alt bid #3 for Nunez is a bidder's typo. It should be \$75, not \$1,400. Total is correct. Bidder's typo will not affect winning bidder as the budget cannot include the third alternate bid item.

Contractor: **Precision Construction, LLC**

HOMEOWNER	BASE BID	ALT #1	ALT #2	ALT #3	ALT #4	ALT #5	TOTAL	PROJ. AWARD
Phillips	\$17,385.00	\$6,500.00	\$800.00	\$1,600.00	\$1,600.00	\$1,800.00	\$29,685.00	
Welch	\$17,645.00	\$300.00	\$1,600.00	\$1,600.00	n/a	n/a	\$21,145.00	\$17,945.00
Marshall	\$26,375.00	\$5,472.00	\$300.00	\$1,800.00	n/a	n/a	\$33,947.00	
Nunez	\$24,750.00	\$250.00	\$700.00	\$300.00	\$2,600.00	n/a	\$28,600.00	
Green	\$12,950.00	\$800.00	\$400.00	\$250.00	\$700.00	n/a	\$15,100.00	\$15,000.00

Note: The total of the bid for the Green residence was a bidder's typo. \$15,000 was incorrectly placed on bid sheets and was read aloud at the bid opening. Bidder's typo will not affect winning bidder as it is still the low bid. By policy, the benefit of the typo will be given to the homeowner for a total award of \$15,000.



***City Council Meeting
September 13, 2012
Agenda Item Transmittal***

Agenda Item #: 15
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

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 recommends approval of the attached contract as submitted.

6. REFERENCE FILES

15a. [Proposed combined contract](#) with Noack WSC

15b. [Exhibits A, A-1, B, C, and D](#)

**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 2054, Government Code is amended by adding Subchapter G, GEOSPATIAL DATA PRODUCTS Sec. 2054.101, 2054.102, 2054.103

Exhibit A-1
Second Delivery Point – Master Meter



US HWY 79 S LOOP

FM 619

East Walnut

FM 112

Exhibit A-1

●

MASTER METER 2



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 2054, Government Code is amended by adding Subchapter G, GEOGRAPHICAL DATA PRODUCTS Sec. 2054.101, 2054.102, 2054.103

10 No. 1247

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



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 2054, Government Code is amended by adding Subchapter G, GEOGRAPHICAL DATA PRODUCTS Sec. 2054.101, 2054.102, 2054.103

Exhibit C
Location of Thrall Meter



US HWY 79

Exhibit C



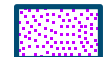
Thrall Meter



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 2054, Government Code is amended by adding Subchapter G, GEOSPATIAL DATA PRODUCTS Sec. 2054.101, 2054.102, 2054.103
102 No. 1247

Exhibit D
Map of Transfer Area

Exhibit D

-  Transfer Area
-  MASTER METERS
-  HIGHWAY 79 LINE
-  Taylor City Limits
-  Taylor CCN
-  Noak CCN

79 S LOOP

East Walnut

FM 112

CR 412

US HWY 79

FM 112



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 2054, Government Code is amended by adding Subchapter G, GEOGRAPHICAL DATA PRODUCTS Sec. 2054.101, 2054.102, 2054.103

g:\c\cityoftaylor(0852185)\watersupplycontract(200286)\taylor
wholesalewaterservicesagreement_v7.doc



***City Council Meeting
September 13, 2012
Agenda Item Transmittal***

Agenda Item #: 16
Agenda Title: Conduct workshop on Street Maintenance Program.
Council Action to be taken: Provide direction to Staff
Initiating Department: City Administration
Staff Contact: Jim D. Dunaway, City Manager

1. INTRODUCTION/PURPOSE

This item is added to your agenda via requests from both Councilmembers Osborn and Rydell. Councilmember Osborn requested that we continue discussions on creating a plan for future street improvements and Councilmember Rydell requested that a discussion be conducted regarding the possible creation of a Street Commission or Committee.

2. DESCRIPTION/ JUSTIFICATION

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

Staff is seeking input/direction on both matters.

6. REFERENCE FILES



City Council Meeting September 13, 2012 Agenda Item Transmittal

Agenda Item #: 17

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

17a. [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 13, 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 13, 2012
Agenda Item Transmittal***

Agenda Item #: 18
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

17a. [Combined Executive Session form](#)