MEETING OF THE

TEMPLE CITY COUNCIL

MUNICIPAL BUILDING

2 NORTH MAIN STREET

3rd FLOOR – CONFERENCE ROOM

THURSDAY, JULY 18, 2013

3:00 P.M.

WORKSHOP AGENDA

1. Discuss, as may be needed, Regular Meeting agenda items for the meeting posted for Thursday, July 18, 2013.

2. Received a City Council continuing education briefing on Texas Open Meetings Act.

3. Discuss the proposed FY 2013-2014 budget and related issue, to include the various strategic and budget related policy issues to include, but not limited to a briefing of the East Temple Redevelopment initiative.

4. Discuss purchase of property near the City of Temple landfill.

   Executive Session – Pursuant to Chapter 551, Government Code § 551.072 – Real Property – The City Council may enter into executive session to discuss the purchase, exchange, lease or value of real property relating to City projects, the public discussion of which would have a detrimental effect on negotiations with a third party.

5:00 P.M.

MUNICIPAL BUILDING

2 NORTH MAIN STREET
CITY COUNCIL CHAMBERS – 2ND FLOOR
TEMPLE, TX

TEMPLE CITY COUNCIL

REGULAR MEETING AGENDA

I. CALL TO ORDER

1. Invocation

2. Pledge of Allegiance

II. PUBLIC COMMENTS

Citizens who desire to address the Council on any matter may sign up to do so prior to this meeting. Public comments will be received during this portion of the meeting. Please limit comments to 3 minutes. No discussion or final action will be taken by the City Council.

III. PUBLIC HEARINGS

3. 2013-6991-R: PUBLIC HEARING – Conduct a final public hearing and consider adopting a resolution approving the Community Development Block Grant 2013-2014 Annual Action Plan and Budget, including the funding recommendations for public service agencies from the Community Services Advisory Board.

IV. BOND ITEMS

4. 2013-4599: FIRST & FINAL READING - PUBLIC HEARING: Consider adopting an ordinance authorizing the issuance of $5,710,000* City of Temple, Texas Limited Tax Notes, Series 2013; authorizing the levy of an ad valorem tax in support of the notes; approving a paying agent/registrar agreement and an official statement; awarding the sale of the notes; and authorizing other matters related to the issuance of the notes.

5. 2013-4600: FIRST & FINAL READING - PUBLIC HEARING: Consider adopting an ordinance authorizing the issuance of $25,260,000 City of Temple, Texas Combination Tax and Revenue Certificates of Obligation, Series 2013; authorizing the levy of an ad valorem tax and the pledge of certain revenues in support of the certificates; approving an official statement and a paying agent/registrar agreement; awarding the sale of certificates; and authorizing other matters related to the issuance of the certificates.

V. CONSENT AGENDA

All items listed under this section, Consent Agenda, are considered to be routine by the City Council and may be enacted by one motion. If discussion is desired by the Council, any item may be removed from the Consent Agenda at the request of any Councilmember and will be considered separately.

6. Consider adopting a resolution approving the Consent Agenda items and the appropriate resolutions for each of the following:

Contracts, Leases, & Bids

(A) 2013-6992-R: Consider adopting a resolution authorizing an agreement with the Central Texas Housing Consortium to store a Network Digital Video Recorder in the Temple Police Department.

(B) 2013-6993-R: Consider adopting a resolution authorizing the renewal of a Cooperative Working Agreement with Bell County for the Bell County Crime Coalition project that is administered by the Bell County Juvenile Probation Department.

(C) 2013-6994-R: Consider adopting a resolution authorizing a renewal lease agreement with William Wilson, for lease of space in the E. Rhodes and Leona B. Carpenter Foundation Building (the Temple Public Library).

(D) 2013-6995-R: Consider adopting a resolution authorizing a renewal lease agreement with the Bell County HELP Center for lease of space in the Public Services Building.

(E) 2013-6996-R: Consider adopting a resolution authorizing a professional services agreement with Kasberg, Patrick, & Associates, LP of Temple for Phase 1 final design of the Leon River Interceptor Project, in an amount not to exceed $458,850.

(F) 2013-6997-R: Consider adopting a resolution authorizing an amendment to a professional services contract with Kasberg, Patrick & Associates, LP to provide final design for the Loop 363 eastbound frontage road from the Union Pacific Railroad bridge west of Martin Luther King Jr. Drive to west of existing 5th Street in an amount not to exceed $325,090.

(G) 2013-6998-R: Consider adopting a resolution authorizing a construction contract with Insituform Technologies, LLC of Chesterfield, MO, for construction of Phase 3 of the Bird Creek Interceptor Project in an amount not to exceed $828,228.50.

(H) 2013-6999-R: Consider adopting a resolution authorizing a construction contract with Highway Intelligent Traffic Solutions of Lancaster for the construction of a traffic signal at FM 93 and South 5th Street in the amount of $98,057.82.

(I) 2013-7000-R: Consider adopting a resolution authorizing a construction contract with Highway Intelligent Traffic Solutions of Lancaster for the construction of a traffic signal at Westfield Boulevard and West Adams Avenue in the amount of $104,264.64.

(J) 2013-7001-R: Consider adopting a resolution authorizing the purchase of 16,536 plastic 96-gallon recycling containers for the Solid Waste Services Division of Public Works from Toter, Inc. of Statesville, NC, utilizing a National IPA cooperative contract, in the amount of $769,890.16.

Ordinances – Second & Final Reading

(K) 2013-4598: SECOND READING - Z-FY-13-22: Consider adopting an ordinance authorizing a zoning change from Commercial District (C) to Planned Development – Commercial (PD-C) on 29.659± acres of land out of the Uri Holbrook Survey, Abstract No. 1009, City of Temple, Bell County, Texas, being a portion of that 99.39 acre tract of land conveyed by deed and recorded in Volume 1858, Page 292, of the Deed Records of Bell County, Texas, located at the southeast corner of North General Bruce Drive and NE H K Dodgen Loop.

Misc.

(L) 2013-7002-R: Consider adopting a resolution authorizing budget amendments for fiscal year 2012-2013.

VI. REGULAR AGENDA

ORDINANCES

7. 2013-4601: FIRST READING- PUBLIC HEARING - Z-FY-12-50: Consider adopting an ordinance authorizing a zoning change from PD Planned Development-Urban Estates District (PD-UE) to Planned Development-Single Family-1 District (PD-SF-1) on 39.3± acres of land, being part of the William Frazier Survey, Abstract #310 located south of FM 93 along the west side of Dubose Road.

8. (A) 2013-4602: FIRST READING - PUBLIC HEARING - Z-FY-13-23: Consider adopting an ordinance authorizing a zoning change from Light Industrial District (LI) to Central Area District (CA) on Lot 1, Block 34, Original Town of Temple, County of Bell, Texas, according to the map or plat recorded in volume 36, page 640 of the real property records of Bell County, Texas, located at 201 South Main Street.

   (B) 2013-4603: FIRST READING - PUBLIC HEARING – Z-FY-13-24: Consider adopting an ordinance authorizing a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption where sales will be more than 75% of the gross revenue for Vidana's Place, on Lot 1, Block 34, Original Town of Temple, County of Bell, Texas, according to the map or plat recorded in volume 36, page 640 of the real property records of Bell County, Texas, located at 201 South Main Street.

9. 2013-4604: FIRST READING – PUBLIC HEARING - Z-FY-13-25: Consider adopting an ordinance authorizing a zoning change from Office One District (O-1) to General Retail District (GR) on 1.317± acres being a part of Lot 2, Block 1, Joshlin Subdivision, an addition to the City of Temple, Bell County, Texas, located at 6768 West Adams Avenue, west of Holy Trinity Catholic High School and east of Hilliard Road.

The City Council reserves the right to discuss any items in executive (closed) session whenever permitted by the Texas Open Meetings Act.

I hereby certify that a true and correct copy of this Notice of Meeting was posted in a public place at 3:20 PM, on July 12, 2013.

Lacy Borgeson

Lacy Borgeson, TRMC
City Secretary

I certify that this Notice of Meeting Agenda was removed by me from the outside bulletin board in front of the City Municipal Building at _____on the

_____ day of _____ 2013. _____.

COUNCIL AGENDA ITEM MEMORANDUM

DEPT./DIVISION SUBMISSION & REVIEW:

Brynn Myers, Director of Administrative Services

ITEM DESCRIPTION: PUBLIC HEARING – Conduct a final public hearing and consider adopting a resolution approving the Community Development Block Grant 2013-2014 Annual Action Plan and Budget, including the funding recommendations for public service agencies from the Community Services Advisory Board.

STAFF RECOMMENDATION: Conduct public hearing and adopt resolution as presented in item description.

ITEM SUMMARY:

2014-2014 Annual Action Plan and Budget

The Annual Action Plan reflects the City of Temple's funding priorities and identifies the projects proposed to receive Federal funds under the Community Development Block Grant ('CDBG') program. The City of Temple anticipates we will receive $408,865 for our 2013 CDBG allocation (FY 2014). These funds enhance the City's community development programs, supporting safe, well-planned residential and business districts. Over 70% of the funding allocated to CDBG activities benefit low to moderate income persons.

The City of Temple also plans to reallocate $217,954 through the 2013 Action Plan in order to assist us with meeting the goals identified in the 2010-2014 Consolidated Plan.

2013-14 CDBG Funding	Program Income Received	Prior Funding Reallocation	Total
$408,865	$76,272	$141,682	$626,819

The proposed allocation of funds is as follows:

Public Services	$57,000
Infrastructure Improvements	$427,819
Demolition	$85,000
General Administration	$57,000
Total	**$626,819**

Public Services - $57,000

The Community Services Advisory Board (CSAB) spent many hours over several meetings sifting through the 4 requests received totaling $88,000 while debating the merits of each agency and the needs of the community. Public Service Agencies recommended for funding in 2013-2014 are:

1. Bell County Human Services (Temple HELP Center) $15,000

2. Families in Crisis, Inc. $17,000

3. Hill County Community Action Association (Meals on Wheels) $10,000

4. Family Promise of East Bell County, Inc. $15,000

Infrastructure Improvements - $427,819

Two infrastructure projects are proposed for 2013-2014

The first project, 1st Street Sidewalks, will be located along South 1st Street within the boundaries of Avenue F on the north and Avenue M on the south. The project will include design and installation of sidewalks, not to exceed 8 feet in width, and any necessary ADA ramps, curbs and gutters. Landscaping will be installed where permissible due to absence of pavement. This is proposed to be a multi-year project with this being the fourth year of funding. It is recommended that $200,000 be allocated from 2013-2014 CDBG funds to complete this project.

The second project, MLK Jr. Memorial Park, will be located at the corner of MLK Jr. Blvd & Avenue C. This project will include design and installation of landscaping, a trail, and a pavilion. This is proposed to be a multi-year project with this being the first year of funding. It is recommended that $227,819 be allocated from 2013-2014 CDBG funds to complete this project.

Demolition - $85,000

Demolition of vacant and dilapidated structures will be conducted to address blighted conditions on a spot basis in locations to be determined based on code violations. This is a continuation of a project focus from previous years. It is recommended that $85,000 be allocated from 2013-2014 CDBG funds for this program.

Administration - $57,000

It is recommended that $57,000 be allocated for the City's administration of the CDBG Program.

This presentation and public hearing for the proposed 2013-2014 Annual Action Plan and Budget will be followed by a 30-day public comment period. A final public hearing and action on the 2013-2014 Annual Action Plan will occur at the July 18, 2013 Council Meeting.

FISCAL IMPACT: The allocation amount of $408,865 in FY 2013-2014 CDBG funds along with the reprogramming of $217,954 in additional funds available for a total of $626,819 are to be allocated as recommended.

ATTACHMENTS:
Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, APPROVING THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) 2013-2014 ANNUAL ACTION PLAN AND BUDGET, INCLUDING THE FUNDING RECOMMENDATIONS FOR PUBLIC SERVICES AGENCIES FROM THE COMMUNITY SERVICES ADVISORY BOARD; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, a public hearing was held on July 18, 2013, to receive public comment on the proposed 2013-2014 Action Plan and CDBG budget;

Whereas, the Annual Action Plan reflects the City of Temple's funding priorities and identifies the projects proposed to receive Federal funds under the Community Development Block Grant program;

Whereas, the Community Services Advisory Board has reviewed and carefully considered all requests for funding public service agencies and has submitted a recommendation to the City Council; and

Whereas, the City Council has considered the matter and deems it in the public interest to adopt the 2013-2014 Action Plan and Community Development Block Grant (CDBG) budget, including the funding recommendations for public service agencies from the Community Services Advisory Board.

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

Part 1: The City Council adopts the 2013-2014 Action Plan and Community Development Block Grant (CDBG) budget, including the recommendations for public service agencies from the Community Services Advisory Board, copies of which are attached hereto as Exhibits A & B and made a part hereof for all purposes.

Part 2: It is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED on this the **18th** day of **July**, 2013.

THE CITY OF TEMPLE, TEXAS

_____
DANIEL A. DUNN, Mayor

ATTEST:

_____
Lacy Borgeson
City Secretary

APPROVED AS TO FORM:

_____
Jonathan Graham
City Attorney

COUNCIL AGENDA ITEM MEMORANDUM

DEPT./DIVISION SUBMISSION & REVIEW:

Traci L. Barnard, Director of Finance

ITEM DESCRIPTION: FIRST & FINAL READING - PUBLIC HEARING: Consider adopting an ordinance authorizing the issuance of $5,710,000* City of Temple, Texas Limited Tax Notes, Series 2013; authorizing the levy of an ad valorem tax in support of the notes; approving a paying agent/registrar agreement and an official statement; awarding the sale of the notes; and authorizing other matters related to the issuance of the notes.

STAFF RECOMMENDATION: Adopt ordinance as presented in item description.

ITEM SUMMARY: This item is to award the sale of $5,710,000* to the lowest responsible bidder of this series of bonds.

The proceeds from the Limited Tax Notes will be used to fund the following projects:

- Sixteen (16) CNG garbage trucks
- Design and construction of a CNG fueling station
- Recycling containers
- Other building improvements associated with implementation of a CNG fleet

Ratings for the bonds have been applied for with Standard & Poors. The ratings will be published on Tuesday, July 16, 2013. The bonds will be sold using a competitive sale. Bids will be received until Thursday, July 18, 2013 at 10:00 a.m. The pricing will be held until Thursday evening when the Council considers the recommended award.

The City's financial advisor, Specialized Public Finance Inc.(SPFI), will be at the meeting to review the offers and recommend the lowest responsible interest rate bid with Council. The City's bond counsel, McCall, Parkhurst & Horton, L.L.P, will also be present at the meeting to review the ordinance for the Limited Tax Notes with Council.

Funds will be delivered to our depository for use on August 8, 2013.

*** THE ISSUE SIZE IS PRELIMINARY AND WILL BE SIZED AT THE TIME OF PRICING.**

FISCAL IMPACT: The maximum maturity of the Limited Tax notes will not exceed seven years. The payback for the notes will be from savings recognized from the savings on the use of CNG fuel vs. diesel fuel and sanitation system revenues. The estimated FY 2014 principal and interest payment for this issue is $754,687.40. This amount was based on an assumed net interest cost of 2.04%.

ATTACHMENTS:
Ordinance

ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF TEMPLE, TEXAS LIMITED TAX NOTES, SERIES 2013; AUTHORIZING THE LEVY OF AN AD VALOREM TAX IN SUPPORT OF THE NOTES; APPROVING A PAYING AGENT/REGISTRAR AGREEMENT AND AN OFFICIAL STATEMENT; AWARDING THE SALE OF THE NOTES; AND AUTHORIZING OTHER MATTERS RELATED TO THE ISSUANCE OF THE NOTES

ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF TEMPLE, TEXAS LIMITED TAX NOTES, SERIES 2013; AUTHORIZING THE LEVY OF AN AD VALOREM TAX IN SUPPORT OF THE NOTES; APPROVING A PAYING AGENT/REGISTRAR AGREEMENT AND AN OFFICIAL STATEMENT; AWARDING THE SALE OF THE NOTES; AND AUTHORIZING OTHER MATTERS RELATED TO THE ISSUANCE OF THE NOTES

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ORDINANCE NO. _____

ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF TEMPLE, TEXAS LIMITED TAX NOTES, SERIES 2013; AUTHORIZING THE LEVY OF AN AD VALOREM TAX IN SUPPORT OF THE NOTES; APPROVING A PAYING AGENT/REGISTRAR AGREEMENT AND AN OFFICIAL STATEMENT; AWARDING THE SALE OF THE NOTES; AND AUTHORIZING OTHER MATTERS RELATED TO THE ISSUANCE OF THE NOTES

THE STATE OF TEXAS §
COUNTY OF BELL §
CITY OF TEMPLE §

WHEREAS, the City Council of the City of Temple, Texas (the "City") deems it advisable to issue limited tax notes (the "Notes") for the purpose of: (1) paying contractual obligations incurred or to be incurred for the purchase of materials, supplies, equipment, machinery, buildings, lands, and rights-of-way for the City's authorized needs and purposes and (2) paying the professional services including fiscal, engineering, architectural and legal fees including the costs associated with the issuance of the Notes; and

WHEREAS, the Notes hereinafter authorized and designated are to be issued and delivered pursuant to Chapter 1431, Texas Government Code, as amended; and

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

WHEREAS, it is considered to be in the best interest of the City that the interest bearing Notes be issued.

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

SECTION 1. RECITALS, AMOUNT AND PURPOSE OF THE NOTES. (a) Recitals, Amount and Purpose. The recitals set forth in the preamble hereof are incorporated by reference herein and shall have the same force and effect as if set forth in this Section. The Notes of the City are hereby authorized to be issued and delivered in the aggregate principal amount of $5,715,000 (the "Notes") for the purpose of: (1) paying contractual obligations incurred or to be incurred for the purchase of materials, supplies, equipment, machinery, buildings, lands, and rights-of-way for the City's authorized needs and purposes and (2) paying the professional services including fiscal, engineering, architectural and legal fees including the costs associated with the issuance of the Notes.

SECTION 2. DESIGNATION, DATE, DENOMINATIONS, NUMBERS, AND MATURITIES OF NOTES. Each Note issued pursuant to this Ordinance shall be designated: "CITY OF TEMPLE, TEXAS LIMITED TAX NOTE, SERIES 2013", and initially there shall be issued, sold, and delivered hereunder fully registered certificates, without interest coupons, dated July 15, 2013, in the respective denominations and principal amounts hereinafter stated, numbered consecutively from R-1 upward (except the initial Note delivered to the Attorney General of the State of Texas which shall be numbered T-1), payable to the initial purchaser thereof (as designated in Section 12 hereof), or to the registered assignee or assignees of said Notes or any portion or portions thereof (in each case, the "Registered Owner"), and said Notes shall mature and be payable serially on August 1 in each of the years and in the principal amounts, respectively, as set forth in the following schedule:

YEAR	AMOUNT
2014	
2015	
2016	
2017	
2018	
2019	
2020	

The term "Notes" as used in this Ordinance shall mean and include collectively the Notes initially issued and delivered pursuant to this Ordinance and all substitute Notes exchanged therefor, as well as all other substitute Notes and replacement Notes issued pursuant hereto, and the term "Note" shall mean any of the Notes.

SECTION 3. INTEREST. The Notes scheduled to mature during the years, respectively, set forth below shall bear interest from the dates specified in the FORM OF NOTE set forth in this Ordinance to their respective dates of maturity at the following rates per annum:

YEAR	RATE
2014	
2015	
2016	
2017	
2018	
2019	
2020	

Interest shall be payable in the manner provided and on the dates stated in the FORM OF NOTE set forth in this Ordinance.

SECTION 4. CHARACTERISTICS OF THE NOTES (a) Registration, Transfer, Conversion and Exchange; Authentication. The City shall keep or cause to be kept at The Bank of New York Mellon Trust Company, N.A. in Dallas, Texas (the "Paying Agent/Registrar") books or records for the registration of the transfer, conversion and exchange of the Notes (the "Registration Books"), and the City hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the City and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the Registered Owner of each Note to which payments with respect to the Notes shall be mailed, as herein provided; but it shall be the duty of each Registered Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The City shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Paying Agent/Registrar shall make the Registration Books available within the State of Texas. The City shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Note or Notes. Registration of assignments, transfers, conversions and exchanges of Notes shall be made in the manner provided and with the effect stated in the FORM OF NOTE set forth in this Ordinance. Each substitute Note shall bear a letter and/or number to distinguish it from each other Note.

Except as provided in Section 4(c) of this Ordinance, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Note, date and manually sign the Note, and no such Note shall be deemed to be issued or outstanding unless such Note is so executed. The Paying Agent/Registrar promptly shall cancel all paid Notes and Notes surrendered for conversion and exchange. No additional ordinances, orders, or resolutions need be passed or adopted by the governing body of the City or any other body or person so as to accomplish the foregoing conversion and exchange of any Note or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Notes in the manner prescribed herein, and the Notes shall be printed or typed on paper of customary weight and strength. Pursuant to Chapter 1201, Texas Government Code, as amended, and particularly Subchapter D thereof, the duty of conversion and exchange of Notes as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of the Note, the converted and exchanged Note shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Notes which initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General and registered by the Comptroller of Public Accounts.

(b) Payment of Notes and Interest. The City hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Notes, all as

provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect to the Notes, and of all conversions and exchanges of Notes, and all replacements of Notes, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the past due interest shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Registered Owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(c) In General. The Notes (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Notes to be payable only to the Registered Owners thereof, (ii) may be redeemed prior to their scheduled maturities (notice of which shall be given to the Paying Agent/Registrar by the City at least 45 days prior to any such redemption date), (iii) may be converted and exchanged for other Notes, (iv) may be transferred and assigned, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) the principal of and interest on the Notes shall be payable, and (viii) shall be administered and the Paying Agent/Registrar and the City shall have certain duties and responsibilities with respect to the Notes, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF NOTE set forth in this Ordinance. The Notes initially issued and delivered pursuant to this Ordinance are not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Note issued in conversion of and exchange for any Note or Notes issued under this Ordinance the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF NOTE.

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

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

(e) Book-Entry-Only System. The Notes issued in exchange for the Notes initially issued as provided in Section 4(h) shall be issued in the form of a separate single fully registered Note for each of the maturities thereof registered in the name of Cede & Co. as nominee of DTC and except as provided in subsection (f) hereof, all of the Outstanding Notes shall be registered in the name of Cede & Co., as nominee of DTC.

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

(f) Successor Securities Depository; Transfer Outside Book-Entry-Only System. In the event that the City determines to discontinue the book-entry system through DTC or a successor or DTC determines to discontinue providing its services with respect to the Notes, the City shall either

(i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Notes to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Notes and transfer one or more separate Notes to DTC Participants having Notes credited to their DTC accounts. In such event, the Notes shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Registered Owner transferring or exchanging Notes shall designate, in accordance with the provisions of this Ordinance.

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

(h) Initial Note. The Notes herein authorized shall be initially issued as fully registered Notes, being one Note representing the entire principal amount of the Notes, payable in stated installments and the initial Note shall be registered in the name of the Initial Purchaser or the designee thereof as set forth in Section 12 hereof. The initial Note shall be the Note submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the Initial Purchaser. Immediately after the delivery of the initial Note, the Paying Agent/Registrar shall cancel the initial Note delivered hereunder and exchange therefor Notes in the form of a separate single fully registered Note for each of the maturities thereof registered in the name of Cede & Co., as nominee of DTC and except as provided in Section 4(f), all of the outstanding Notes shall be registered in the name of Cede & Co., as nominee of DTC.

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

SECTION 5. FORM OF NOTE. The form of the Note, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment, the form of Initial Note and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Notes initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance.

FORM OF NOTE

NO. R-	UNITED STATES OF AMERICA STATE OF TEXAS	PRINCIPAL AMOUNT $_____

CITY OF TEMPLE, TEXAS
LIMITED TAX NOTE
SERIES 2013

INTEREST RATE	DATE OF NOTES	MATURITY DATE	CUSIP NO.
	July 15, 2013		

REGISTERED OWNER:

PRINCIPAL AMOUNT: **DOLLARS**

ON THE MATURITY DATE specified above, the City of Temple, Texas (the "City"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "Registered Owner") the principal amount set forth above, and to pay interest thereon from the date of initial delivery of the Notes, on February 1, 2014 and semiannually on each August 1 and February 1 thereafter to the maturity date specified above, at the interest rate per annum specified above; except that if this Note is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Note or Notes, if any, for which this Note is being exchanged or converted from is due but has not been paid, then this Note shall bear interest from the date to which such interest has been paid in full.

THE PRINCIPAL OF AND INTEREST ON this Note are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Note shall be paid to the Registered Owner hereof upon presentation and surrender of this Note at maturity, at The Bank of New York Mellon Trust Company, N.A., which is the "Paying Agent/Registrar" for this Note at its designated office for payment currently, Dallas, Texas (the "Designated Payment/Transfer Office). The payment of interest on this Note shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the City required by the Ordinance authorizing the issuance of this Note (the "Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter

provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the Registered Owner hereof, at its address as it appeared at the close of business on the last business day of the preceding month each such date (the "Record Date") on the registration books kept by the Paying Agent/Registrar (the "Registration Books"). In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Note appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice. Notwithstanding the foregoing, during any period in which ownership of the Notes is determined only by a book entry at a securities depository for the Notes, any payment to the securities depository, or its nominee or registered assigns, shall be made in accordance with existing arrangements between the City and the securities depository.

ANY ACCRUED INTEREST due at maturity as provided herein shall be paid to the Registered Owner upon presentation and surrender of this Note for redemption and payment at the Designated Payment/Transfer Office of the Paying Agent/Registrar. The City covenants with the Registered Owner of this Note that on or before each principal payment date, interest payment date, and accrued interest payment date for this Note it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Notes, when due.

IF THE DATE for the payment of the principal of or interest on this Note shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the City where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS NOTE is one of a Series of Notes dated July 15, 2013, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of **$5,715,000, FOR THE PURPOSE OF (1) PAYING CONTRACTUAL OBLIGATIONS INCURRED OR TO BE INCURRED FOR THE PURCHASE OF MATERIALS, SUPPLIES, EQUIPMENT, MACHINERY, BUILDINGS, LANDS, AND RIGHTS-OF-WAY FOR THE CITY'S AUTHORIZED NEEDS AND PURPOSES AND (2) PAYING THE PROFESSIONAL SERVICES INCLUDING FISCAL, ENGINEERING, ARCHITECTURAL AND LEGAL FEES INCLUDING THE COSTS ASSOCIATED WITH THE ISSUANCE OF THE NOTES.**

THE NOTES are not subject to redemption prior to their stated maturities.

ALL NOTES OF THIS SERIES are issuable solely as fully registered notes, without interest coupons, in the denomination of any integral multiple of $5,000. As provided in the Ordinance, this Note may, at the request of the Registered Owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of fully registered Notes, without interest coupons, payable to the appropriate Registered Owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of $5,000 as requested in writing by the appropriate Registered Owner, assignee or assignees, as the case may be, upon surrender of this Note to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Ordinance. Among other requirements for such assignment and transfer, this Note must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Note or any portion or portions hereof in any integral multiple of $5,000 to the assignee or assignees in whose name or names this Note or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Note may be executed by the Registered Owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Note or any portion or portions hereof from time to time by the Registered Owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Note or portion thereof will be paid by the City. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege.

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

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

IT IS HEREBY certified, recited and covenanted that this Note has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this Note have been performed, existed and been done in accordance with law; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Note, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said City, and have been pledged for such payment, within the limit prescribed by law; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Note, as such interest comes due and such principal matures, have been levied and

ordered to be levied against all taxable property in said City, and have been pledged for such payment, within the limit prescribed by law.

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

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

_____	_____
City Secretary	Mayor

(SEAL)

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

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

It is hereby certified that this Note has been issued under the provisions of the Ordinance described in the text of this Certificate; and that this Note has been issued in conversion or replacement of, or in exchange for, a Note, Notes, or a portion of a Note or Notes of a Series which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated _____.

The Bank of New York Mellon Trust Company, N.A.
Paying Agent/Registrar

By _____
Authorized Representative

FORM OF ASSIGNMENT:

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

_____

_____
Please insert Social Security or Taxpayer
Identification Number of Transferee

_____
_____
(Please print or typewrite name and address,
including zip code, of Transferee)

_____

the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney, to register the transfer of the within Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

_____

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

_____

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

FORM OF REGISTRATION CERTIFICATE OF THE COMPTROLLER OF PUBLIC ACCOUNTS:

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO.

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

Witness my signature and seal this _____.

_____
Comptroller of Public Accounts
of the State of Texas

(COMPTROLLER'S SEAL)

INSERTIONS FOR THE INITIAL NOTE

The initial Note shall be in the form set forth in this Exhibit, except that:

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

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

"**ON THE MATURITY DATE SPECIFIED BELOW,** the City of Temple, Texas (the "City"), being a political subdivision, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on August 1 in each of the years, in the principal amounts and bearing interest at the per annum rates set forth in the following schedule:

Years	Principal Amount	Interest Rate

(Information from Sections 2 and 3 to be inserted)

The City promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the date of initial delivery of the Notes at the respective Interest Rate per annum specified above. Interest is payable on February 1, 2014 and semiannually on each August 1 and February 1 thereafter to the date of payment of the principal amount specified above; except, that if this Note is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Note or Notes, if any, for which this Note is being exchanged is due but has not been paid, then this Note shall bear interest from the date to which such interest has been paid in full."

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

SECTION 6. INTEREST AND SINKING FUND. A special "Interest and Sinking Fund" is hereby confirmed and shall be established and maintained by the City at an official depository bank of said City. Said Interest and Sinking Fund shall be used for paying the interest on and principal of the Notes. All ad valorem taxes levied and collected for and on account of said Notes shall be deposited, as collected, to the credit of said Interest and Sinking Fund. During each year while any of said Notes are outstanding and unpaid, the governing body of said City shall compute and ascertain a rate and amount of ad valorem tax which will be sufficient to raise and produce the money required to pay the interest on said Notes as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of said Notes as such principal matures (but never less than 2% of the original amount of said Notes as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of said City, with full allowances being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in said City, for each year while any of said Notes are outstanding and unpaid, and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Ad valorem taxes sufficient to provide for the payment of the interest on and principal of the Notes, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law. Accrued interest on the Notes shall be deposited in the Interest and Sinking Fund and used to pay interest on the Notes.

SECTION 7. ESTABLISHMENT OF PROJECT FUND. (a) Project Fund. The City's Limited Tax Notes Series 2013 Project Fund is hereby created and shall be established and maintained by the City at an official depository bank of the City. Proceeds from the sale of the Notes, including any premium but, excluding accrued interest, shall be deposited into the Project Fund.

(b) Investment of Funds. The City hereby covenants that the proceeds of the sale of the Notes will be used as soon as practicable for the purposes for which the Notes are issued. Obligations purchased as an investment of money in any fund shall be deemed to be a part of such fund. Any money in any fund created by this Ordinance may be invested as permitted by the Public Funds Investment Act, as amended.

(c) Security for Funds. All funds created by this Ordinance shall be secured in the manner and to the fullest extent required by law for the security of funds of the City.

(d) Maintenance of Funds. Any funds created pursuant to this Ordinance may be created as separate funds or accounts or as subaccounts of the City's General Fund held by the City's depository, and, as such, not held in separate bank accounts, such treatment shall not constitute a commingling of the monies in such funds or of such funds and the City shall keep full and complete records indicating the monies and investments credited to each such fund.

(e) Interest Earnings. Interest earnings derived from the investment of proceeds from the sale of the Notes shall be used along with the Note proceeds for the purpose for which the Notes are issued as set forth in Section 1 hereof or to pay principal or interest payments on the Notes; provided that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on bond proceeds which are required to be rebated to the United States of America pursuant to Section 11 hereof in order to prevent the Notes from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

(f) Perfection. Chapter 1208, Texas Government Code, applies to the issuance of the Notes and the pledge of the ad valorem taxes granted by the City under this Section, and is therefore valid, effective, and perfected. If Texas law is amended at any time while the Notes are outstanding and unpaid such that the pledge of the ad valorem taxes granted by the City under this Section is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the Owners of the Notes the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

SECTION 8. DEFEASANCE OF NOTES. (a) Any Note and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Note") within the meaning of this Ordinance, except to the extent provided in subsections (c) and (e) of this Section, when payment of the principal of such Note, plus interest thereon to the due date or dates (whether such due date or dates be by reason of maturity, upon redemption, or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption) or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar or an eligible trust company or commercial bank for such payment (1) lawful money of the United States of America sufficient to make such payment, (2) Defeasance Securities, certified by an independent public accounting firm of national reputation to mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment and when proper arrangements have been made by the City with the Paying Agent/Registrar or an eligible trust company or commercial bank for the payment of its services until all Defeased Notes shall have become due and payable or (3) any combination of (1) and (2). At such time as a Note shall be deemed to be a Defeased Note hereunder, as aforesaid, such Note and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities.

(b) The deposit under clause (ii) of subsection (a) shall be deemed a payment of a Note as aforesaid when proper notice of redemption of such Notes shall have been given, in accordance with this Ordinance. Any money so deposited with the Paying Agent/Registrar or an eligible trust company or commercial bank as provided in this Section may at the discretion of the City also be invested in Defeasance Securities, maturing in the amounts and at the times as hereinbefore set forth,

and all income from all Defeasance Securities in possession of the Paying Agent/Registrar or an eligible trust company or commercial bank pursuant to this Section which is not required for the payment of such Note and premium, if any, and interest thereon with respect to which such money has been so deposited, shall be remitted to the City.

(c) Notwithstanding any provision of any other Section of this Ordinance which may be contrary to the provisions of this Section, all money or Defeasance Securities set aside and held in trust pursuant to the provisions of this Section for the payment of principal of the Notes and premium, if any, and interest thereon, shall be applied to and used solely for the payment of the particular Notes and premium, if any, and interest thereon, with respect to which such money or Defeasance Securities have been so set aside in trust. Until all Defeased Notes shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Notes the same as if they had not been defeased, and the City shall make proper arrangements to provide and pay for such services as required by this Ordinance.

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

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

"Defeasance Securities" means (i) Federal Securities, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the City adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for the funding of an escrow to effect the defeasance of the Notes are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the City adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for the funding of an escrow to effect the defeasance of the Notes, are rated as to investment quality by a nationally recognized investment rating firm no less than "AAA" or its equivalent and (iv) any other then authorized securities or obligations under applicable State law that may be used to defease obligations such as the Notes.

"Federal Securities" as used herein means direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America (including Interest Strips of the Resolution Funding Corporation).

SECTION 9. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED NOTES. (a) Replacement Notes. In the event any outstanding Note is damaged, mutilated, lost, stolen or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new certificate of the same principal amount, maturity and interest rate, as the damaged, mutilated, lost, stolen or destroyed Note, in replacement for such Note in the manner hereinafter provided.

(b) Application for Replacement Notes. Application for replacement of damaged, mutilated, lost, stolen or destroyed Notes shall be made by the Registered Owner thereof to the Paying Agent/Registrar. In every case of loss, theft or destruction of a Note, the Registered Owner applying for a replacement Note shall furnish to the City and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft or destruction of a Note, the Registered Owner shall furnish to the City and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft or destruction of such Note, as the case may be. In every case of damage or mutilation of a Note, the Registered Owner shall surrender to the Paying Agent/Registrar for cancellation the Note so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Note shall have matured, and no default has occurred which is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Note, the City may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Note) instead of issuing a replacement Note, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Notes. Prior to the issuance of any replacement Note, the Paying Agent/Registrar shall charge the Registered Owner of such Note with all legal, printing, and other expenses in connection therewith. Every replacement Note issued pursuant to the provisions of this Section by virtue of the fact that any Note is lost, stolen or destroyed shall constitute a contractual obligation of the City whether or not the lost, stolen or destroyed Note shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Notes duly issued under this Ordinance.

(e) Authority for Issuing Replacement Notes. In accordance with Subchapter D of Chapter 1201, Texas Government Code, this Section 9 of this Ordinance shall constitute authority for the issuance of any such replacement Note without necessity of further action by the governing body of the City or any other body or person, and the duty of the replacement of such Notes is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Notes in the form and manner and with the effect, as provided in Section 4(a) of this Ordinance for Notes issued in conversion and exchange for other Notes.

SECTION 10. CUSTODY, APPROVAL, AND REGISTRATION OF NOTES; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED. The Mayor of the City is hereby authorized to have control of the Notes initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Notes pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Notes said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Note attached to such Notes, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Note. The approving legal opinion of the City's Bond Counsel and the assigned CUSIP numbers may, at the option of the City, be printed on the Notes issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the Registered Owners of the Notes. In addition, if bond insurance is obtained, the Notes may bear an appropriate legend as provided by the insurer.

SECTION 11. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE NOTES. (a) Covenants. The City covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Notes as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the City covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Notes or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the City, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Notes, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Notes or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount which is greater than the lesser of $5,000,000, or 5 percent of the proceeds of the Notes (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action which would otherwise result in the Notes being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Notes being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Notes, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Notes, other than investment property acquired with --

(A) proceeds of the Notes invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 30 days or less until such proceeds are needed for the purpose for which the Notes are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section l.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Notes;

(7) to otherwise restrict the use of the proceeds of the Notes or amounts treated as proceeds of the Notes, as may be necessary, so that the Notes do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage) and, to the extent applicable, section 149(d) of the Code (relating to advance refundings); and

(8) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Notes) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Notes have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (8), a "Rebate Fund" is hereby established by the City for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the holders of the Notes. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. The City understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding Notes, transferred proceeds (if any) and proceeds of the refunded Notes expended prior to the date of issuance of the

Notes. It is the understanding of the City that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Notes, the City will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Notes under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Notes, the City agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Notes under section 103 of the Code. In furtherance of such intention, the City hereby authorizes and directs the Mayor to execute any documents, Notes or reports required by the Code and to make such elections, on behalf of the City, which may be permitted by the Code as are consistent with the purpose for the issuance of the Notes.

(d) Allocation Of, and Limitation On, Expenditures for the Project. The City covenants to account for the expenditure of sale proceeds and investment earnings to be used for the purposes described in Section 1 of this Ordinance (the "Project") on its books and records in accordance with the requirements of the Internal Revenue Code. The City recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the City recognizes that in order for proceeds to be expended under the Internal Revenue Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Notes, or (2) the date the Notes are retired. The City agrees to obtain the advice of nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Notes. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Disposition of Project. The City covenants that the property constituting the Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the City of cash or other compensation, unless the City obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Notes. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

SECTION 12. SALE OF NOTES. The Notes are hereby sold, pursuant to the taking of public bids therefor, on this date, and shall be delivered to _____, (the "Initial Purchaser") at a price of $_____ which is _____% of the par amount of the Notes. The

City Council hereby finds and determines that the true interest cost on the Notes, as calculated pursuant to Chapter 1204, Texas Government Code, as amended, is _____%. It is hereby officially found and determined that the terms of this sale are the most advantageous reasonably obtainable as of the date hereof. The Notes shall initially be registered in the name of _____.

SECTION 13. REMEDIES IN EVENT OF DEFAULT. In addition to all the rights and remedies provided by the laws of the State of Texas, it is specifically covenanted and agreed particularly that in the event the City (i) defaults in the payment of the principal, premium, if any, or interest on the Notes, (ii) declares bankruptcy, or (iii) defaults in the observance or performance of any other of the covenant, agreement or obligation of the City, the failure to perform which materially adversely affects the rights of the owners, including but no limited to, their prospect or ability to be repaid in accordance with this Section and the continuation thereof for a period of 60 days after notice of such default is given by any owner to the City, the following remedies shall be available:

(a) Any owner or an authorized representative thereof, including but not limited to, a trustee or trustees therefor, may proceed against the City for the purpose of protecting and enforcing the rights to the owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the owners hereunder or any combination of such remedies.

(b) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all owners of the Notes then outstanding.

(c) The bond insurer, if any, shall be deemed to be the sole holder of the Notes for the purpose of exercising any voting right or privilege or giving any consent or direction or taking any other action that the owners of the Notes are entitled to take under this Section.

(d) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Notes or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Notes shall not be available as a remedy under this Ordinance. The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

SECTION 14. APPROVAL OF OFFICIAL STATEMENT. The City hereby approves the form and content of the Official Statement relating to the Notes and any addenda, supplement or amendment thereto, and approves the distribution of such Official Statement in the reoffering of the Notes by the Initial Purchaser in final form, with such changes therein or additions thereto as the officer executing the same may deem advisable, such determination to be conclusively evidenced by

his execution thereof. The distribution and use of the Preliminary Official Statement dated July 9, 2013 prior to the date hereof is confirmed, approved and ratified. The City Council hereby finds and determines that the Preliminary Official Statement is "deemed final" (as that term is defined in 17 CFR Section 240.15c(2)-12) as of its date.

SECTION 15. APPROVAL OF PAYING AGENT/REGISTRAR AGREEMENT. Attached hereto as Exhibit "A" is a substantially final form of Paying Agent/Registrar Agreement. The Mayor is hereby authorized to amend, complete or modify such agreement as necessary and is further authorized to execute such agreement.

SECTION 16. CONTINUING DISCLOSURE UNDERTAKING. (a) Annual Reports. The City shall provide annually to the MSRB, in an electronic format as prescribed by the MSRB, within six months after the end of any fiscal year, financial information and operating data with respect to the City of the general type included in the final Official Statement authorized by this Ordinance, being the information described in Exhibit "B" attached hereto. Any financial statements to be so provided shall be (1) prepared in accordance with the accounting principles described in Exhibit "B" hereto, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and (2) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the City shall provide unaudited financial statements within such period, and audited financial statements for the applicable fiscal year to the MSRB, when and if the audit report on such statements become available.

If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document that is available to the public on the MSRB's internet web site or filed with the SEC. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(b) Certain Event Notices. The City shall notify the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of ten business days after the occurrence of the event, of any of the following events with respect to the Notes:

A. Principal and interest payment delinquencies;

B. Non-payment related defaults, if material within the meaning of the federal securities laws;

C. Unscheduled draws on debt service reserves reflecting financial difficulties;

D. Unscheduled draws on credit enhancements reflecting financial difficulties;

E. Substitution of credit or liquidity providers, or their failure to perform;

F. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701–TEB); or other material notices or determinations with respect to the tax-exempt status of the Notes, or other events affecting the tax-exempt status of the Notes;

G. Modifications to rights of holders of the Notes, if material within the meaning of the federal securities laws;

H. Note calls, if material within the meaning of the federal securities laws;

I. Defeasances;

J. Release, substitution, or sale of property securing repayment of the Notes, if material within the meaning of the federal securities laws;

K. Rating changes;

L. Bankruptcy, insolvency, receivership or similar event of the City;

M. The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material within the meaning of the federal securities laws; and

N. Appointment of a successor or additional trustee or the change of name of a trustee, if material within the meaning of the federal securities laws.

The City shall notify the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (a) of this Section by the time required by such subsection. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(c) Limitations, Disclaimers, and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an "obligated person" with respect to the Notes within the meaning of the Rule, except that

the City in any event will give notice of any deposit made in accordance with Section 8 that causes the Notes no longer to be outstanding.

The provisions of this Section are for the sole benefit of the holders and beneficial owners of the Notes, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Notes at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY NOTE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR *MANDAMUS* OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall comprise a breach of or default under the Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

The provisions of this Section may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Notes in the primary offering of the Notes in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Notes consents to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interest of the holders and beneficial owners of the Notes. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with Section 16(a) an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The City may also amend or repeal the provisions of this continuing disclosure agreement if the SEC

amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Notes in the primary offering of the Notes.

(d) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"*MSRB*" means the Municipal Securities Rulemaking Board.

"*Rule*" means SEC Rule 15c2-12, as amended from time to time.

"*SEC*" means the United States Securities and Exchange Commission.

SECTION 17. AMENDMENT OF ORDINANCE. The City hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

(a) The City may from time to time, without the consent of any holder, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance in order to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the holders, (ii) grant additional rights or security for the benefit of the holders, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the holders, (iv) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (v) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be inconsistent with the provisions of this Ordinance and that shall not in the opinion of the City's Bond Counsel materially adversely affect the interests of the holders.

(b) Except as provided in paragraph (a) above, the holders of Notes aggregating in principal amount 51% of the aggregate principal amount of then outstanding Notes that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the City; provided, however, that without the consent of 100% of the holders in aggregate principal amount of the then outstanding Notes, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in any of the Notes so as to:

(1) Make any change in the maturity of any of the outstanding Notes;

(2) Reduce the rate of interest borne by any of the outstanding Notes;

(3) Reduce the amount of the principal of, or redemption premium, if any, payable on any outstanding Notes;

(4) Modify the terms of payment of principal or of interest or redemption premium on outstanding Notes or any of them or impose any condition with respect to such payment; or

(5) Change the minimum percentage of the principal amount of any series of Notes necessary for consent to such amendment.

(c) If at any time the City shall desire to amend this Ordinance under this Section, the City shall send by U.S. mail to each registered owner of the affected Notes a copy of the proposed amendment and cause notice of the proposed amendment to be published at least once in a financial publication published in The City of New York, New York or in the State of Texas. Such published notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the office of the City for inspection by all holders of such Notes.

(d) Whenever at any time within one year from the date of publication of such notice the City shall receive an instrument or instruments executed by the holders of at least 51% in aggregate principal amount of all of the Notes then outstanding that are required for the amendment, which instrument or instruments shall refer to the proposed amendment and that shall specifically consent to and approve such amendment, the City may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the City and all holders of such affected Notes shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the holder of a Note pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the publication of the notice provided for in this Section, and shall be conclusive and binding upon all future holders of the same Note during such period. Such consent may be revoked at any time after six months from the date of the publication of said notice by the holder who gave such consent, or by a successor in title, by filing notice with the City, but such revocation shall not be effective if the holders of 51% in aggregate principal amount of the affected Notes then outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

SECTION 18. NO RECOURSE AGAINST CITY OFFICIALS. No recourse shall be had for the payment of principal of or interest on any Notes or for any claim based thereon or on this Ordinance against any official of the City or any person executing any Notes.

SECTION 19. FURTHER ACTIONS. The officers and employees of the City are hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the City all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Notes, the initial

sale and delivery of the Notes, the Paying Agent/Registrar Agreement, any insurance commitment letter or insurance policy and the Official Statement. In addition, prior to the initial delivery of the Notes, the Mayor, the City Manager and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the instruments authorized and approved by this Ordinance necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance and as described in the Official Statement, (ii) obtain a rating from any of the national bond rating agencies or satisfy requirements of any bond insurer, or (iii) obtain the approval of the Notes by the Texas Attorney General's office.

In case any officer of the City whose signature shall appear on any Note shall cease to be such officer before the delivery of such Note, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 20. INTERPRETATIONS. All terms defined herein and all pronouns used in this Ordinance shall be deemed to apply equally to singular and plural and to all genders. The titles and headings of the articles and sections of this Ordinance and the Table of Contents of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof. This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Notes and the validity of the lien on and pledge of ad valorem taxes to secure the payment of the Notes.

SECTION 21. INTERESTED PARTIES. Nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the City and the registered owners of the Notes, any right, remedy or claim under or by reason of this Ordinance or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Ordinance contained by and on behalf of the City shall be for the sole and exclusive benefit of the City and the registered owners of the Notes.

SECTION 22. INCORPORATION OF RECITALS. The City hereby finds that the statements set forth in the recitals of this Ordinance are true and correct, and the City hereby incorporates such recitals as a part of this Ordinance.

SECTION 23. INCONSISTENT PROVISIONS. All orders, ordinances or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

SECTION 24. SEVERABILITY. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 25. REPEALER. All orders, ordinances and resolutions, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

IN ACCORDANCE WITH SECTION 1201.028, Texas Government Code, finally passed, approved and effective on this 18th day of July, 2013.

THE CITY OF TEMPLE, TEXAS

_____
Mayor
City of Temple, Texas

ATTEST:

_____
City Secretary
City of Temple, Texas

APPROVED AS TO FORM:

_____
City Attorney
City of Temple, Texas

EXHIBIT "A"

PAYING AGENT/REGISTRAR AGREEMENT

PAYING AGENT/REGISTRAR AGREEMENT

THIS AGREEMENT entered into as of July 15, 2013 (this "Agreement"), by and between the City of Temple, Texas (the "Issuer"), and The Bank of New York Mellon Trust Company, N.A. of Dallas, Texas, a banking corporation duly organized and existing under the laws of the United States of America (the "Bank").

RECITALS

WHEREAS, the Issuer has duly authorized and provided for the issuance of its Combination Tax and Revenue Certificates of Obligation, Series 2013 in the aggregate principal amount of $25,275,000 and its Limited Tax Notes, Series 2013 in the aggregate principal amount of $5,715,000 (collectively, the "Securities"), such Securities to be issued in fully registered form only as to the payment of principal and interest thereon; and

WHEREAS, the Securities are scheduled to be delivered to the initial purchasers thereof on or about August 8, 2013: and

WHEREAS, the Issuer has selected the Bank to serve as Paying Agent/Registrar in connection with the payment of the principal of, premium, if any, and interest on the Securities and with respect to the registration, transfer and exchange thereof by the registered owners thereof; and

WHEREAS, the Bank has agreed to serve in such capacities for and on behalf of the Issuer and has full power and authority to perform and serve as Paying Agent/Registrar for the Securities;

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE ONE
APPOINTMENT OF BANK AS
PAYING AGENT AND REGISTRAR

Section 1.01. Appointment.

The Issuer hereby appoints the Bank to serve as Paying Agent with respect to the Securities. As Paying Agent for the Securities, the Bank shall be responsible for paying on behalf of the Issuer the principal, premium (if any), and interest on the Securities as the same become due and payable to the registered owners thereof, all in accordance with this Agreement and the "Ordinances" (hereinafter defined).

The Issuer hereby appoints the Bank as Registrar with respect to the Securities. As Registrar for the Securities, the Bank shall keep and maintain for and on behalf of the Issuer books and records as to the ownership of said Securities and with respect to the transfer and exchange thereof as provided herein and in the "Ordinances."

The Bank hereby accepts its appointment, and agrees to serve as the Paying Agent and Registrar for the Securities.

Section 1.02. Compensation.

As compensation for the Bank's services as Paying Agent/Registrar, the Issuer hereby agrees to pay the Bank the fees and amounts set forth in Schedule A attached hereto for the first year of this Agreement and thereafter the fees and amounts set forth in the Bank's current fee schedule then in effect for services as Paying Agent/Registrar for municipalities, which shall be supplied to the Issuer on or before 90 days prior to the close of the Fiscal Year of the Issuer, and shall be effective upon the first day of the following Fiscal Year.

In addition, the Issuer agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements and advances incurred or made by the Bank in accordance with any of the provisions hereof (including the reasonable compensation and the expenses and disbursements of its agents and counsel).

ARTICLE TWO
DEFINITIONS

Section 2.01. Definitions.

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

"Bank Office" means the designated office of the Bank as indicated on the signature page hereof, except that the payment and registration duties of the Bank will be performed from the Bank's designated office located in Dallas, Texas. The Bank will notify the Issuer in writing of any change in location of the Bank Office.

"Financial Advisor" means Specialized Public Finance, Inc.

"Fiscal Year" means the fiscal year of the Issuer, ending September 30.

"Legal Holiday" means a day on which the Bank is required or authorized to be closed.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government.

"Predecessor Securities" of any particular Security means every previous Security evidencing all or a portion of the same obligation as that evidenced by such particular Security (and, for the purposes of this definition, any mutilated, lost, destroyed, or stolen Security for which a replacement

Security has been registered and delivered in lieu thereof pursuant to Section 4.06 hereof and the Ordinances).

"Redemption Date" when used with respect to any Bond to be redeemed means the date fixed for such redemption pursuant to the terms of the Ordinances.

"Registered Owner" each means the Person in whose name a Security is registered in the Security Register.

"Ordinances" means the order, ordinance or resolution of the governing body of the Issuer pursuant to which the Securities are issued, certified by the City Secretary of the Issuer or any other officer of the Issuer and delivered to the Bank.

"Responsible Officer" when used with respect to the Bank means the Chairman or Vice-Chairman of the Board of Directors, the Chairman or Vice-chairman of the Executive Committee of the Board of Directors, the President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Cashier, any Assistant Cashier, any Trust Officer or Assistant Trust Officer, or any other officer of the Bank customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

"Security Register" means a register maintained by the Bank on behalf of the Issuer providing for the registration and transfer of the Securities.

"Stated Maturity" means the date specified in the Ordinances on which the principal of a Security is scheduled to be due and payable.

Section 2.02. <u>Other Definitions</u>.

The terms "Bank," Issuer," and Securities (Security)" have the meanings assigned to them in the recital paragraphs of this Agreement.

The term "Paying Agent/Registrar" refers to the Bank in the performance of the duties and functions of this Agreement.

ARTICLE THREE
PAYING AGENT

Section 3.01. <u>Duties of Paying Agent</u>.

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the principal of each

Security at its Stated Maturity or Redemption Date, to the Registered Owner upon surrender of the Security to the Bank at the Bank Office.

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the interest on each Security when due, by computing the amount of interest to be paid each Registered Owner and preparing and sending checks by United States Mail, first class postage prepaid, on each payment date, to the Registered Owners of the Securities (or their Predecessor Securities) on the respective Record Date, to the address appearing on the Security Register or by such other method, acceptable to the Bank, requested in writing by the Registered Owner at the Registered Owner's risk and expense.

Section 3.02. Payment Dates.

The Issuer hereby instructs the Bank to pay the principal of and interest on the Securities on the dates specified in the Ordinances.

Section 3.03 Reporting Requirements.

To the extent required by the Internal Revenue Code of 1986, as amended, or the Treasury Regulations, the Bank shall report to or cause to be reported to the Holders and the Internal Revenue Service the amount of interest paid or the amount treated as interest accrued on the Securities which is required to be reported by the Holders on their returns of federal income tax.

ARTICLE FOUR
REGISTRAR

Section 4.01. Security Register - Transfers and Exchanges.

The Bank agrees to keep and maintain for and on behalf of the Issuer at the Bank Office books and records (herein sometimes referred to as the "Security Register") for recording the names and addresses of the Registered Owners of the Securities, the transfer, exchange and replacement of the Securities and the payment of the principal of and interest on the Securities to the Registered Owners and containing such other information as may be reasonably required by the Issuer and subject to such reasonable regulations as the Issuer and the Bank may prescribe. All transfers, exchanges and replacement of Securities shall be noted in the Security Register.

Every Security surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an officer of a federal or state bank or a member of the Financial Industry Regulatory Authority, in form satisfactory to the Bank, duly executed by the Registered Owner thereof or his agent duly authorized in writing.

The Bank may request any supporting documentation it feels necessary to effect a re-registration, transfer or exchange of the Securities.

To the extent possible and under reasonable circumstances, the Bank agrees that, in relation to an exchange or transfer of Securities, the exchange or transfer by the Registered Owners thereof will be completed and new Securities delivered to the Registered Owner or the assignee of the Registered Owner in not more than three (3) business days after the receipt of the Securities to be canceled in an exchange or transfer and the written instrument of transfer or request for exchange duly executed by the Registered Owner, or his duly authorized agent, in form and manner satisfactory to the Paying Agent/Registrar.

Section 4.02. Certificates.

The Issuer shall provide an adequate inventory of printed Securities to facilitate transfers or exchanges thereof. The Bank covenants that the inventory of printed Securities will be kept in safekeeping pending their use, and reasonable care will be exercised by the Bank in maintaining such Securities in safekeeping, which shall be not less than the care maintained by the Bank for debt securities of other political subdivisions or corporations for which it serves as registrar, or that is maintained for its own securities.

Section 4.03. Form of Security Register.

The Bank, as Registrar, will maintain the Security Register relating to the registration, payment, transfer and exchange of the Securities in accordance with the Bank's general practices and procedures in effect from time to time. The Bank shall not be obligated to maintain such Security Register in any form other than those which the Bank has currently available and currently utilizes at the time.

The Security Register may be maintained in written form or in any other form capable of being converted into written form within a reasonable time.

Section 4.04. List of Registered Owners.

The Bank will provide the Issuer at any time requested by the Issuer, upon payment of the required fee, a copy of the information contained in the Security Register. The Issuer may also inspect the information contained in the Security Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

The Bank will not release or disclose the contents of the Security Register to any person other than to, or at the written request of, an authorized officer or employee of the Issuer, except upon receipt of a court order or as otherwise required by law. Upon receipt of a court order and prior to the release or disclosure of the contents of the Security Register, the Bank will notify the

Issuer so that the Issuer may contest the court order or such release or disclosure of the contents of the Security Register.

Section 4.05. Return of Canceled Certificates.

The Bank will, at such reasonable intervals as it determines, surrender to the Issuer, Securities in lieu of which or in exchange for which other Securities have been issued, or which have been paid.

Section 4.06. Mutilated, Destroyed, Lost or Stolen Securities.

The Issuer hereby instructs the Bank, subject to the applicable provisions of the Ordinances, to deliver and issue Securities in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities as long as the same does not result in an overissuance.

In case any Security shall be mutilated, or destroyed, lost or stolen, the Bank, in its discretion, may execute and deliver a replacement Security of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Security, or in lieu of and in substitution for such destroyed lost or stolen Security, only after (i) the filing by the Registered Owner thereof with the Bank of evidence satisfactory to the Bank of the destruction, loss or theft of such Security, and of the authenticity of the ownership thereof and (ii) the furnishing to the Bank of indemnification in an amount satisfactory to hold the Issuer and the Bank harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Security shall be borne by the Registered Owner of the Security mutilated, or destroyed, lost or stolen.

Section 4.07. Transaction Information to Issuer.

The Bank will, within a reasonable time after receipt of written request from the Issuer, furnish the Issuer information as to the Securities it has paid pursuant to Section 3.01, Securities it has delivered upon the transfer or exchange of any Securities pursuant to Section 4.01, and Securities it has delivered in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities pursuant to Section 4.06.

ARTICLE FIVE
THE BANK

Section 5.01. Duties of Bank.

The Bank undertakes to perform the duties set forth herein and agrees to use reasonable care in the performance thereof.

Section 5.02. <u>Reliance on Documents, Etc</u>.

(a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank.

(b) The Bank shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Bank was negligent in ascertaining the pertinent facts.

(c) No provisions of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

(d) The Bank may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality of the foregoing statement, the Bank need not examine the ownership of any Securities, but is protected in acting upon receipt of Securities containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Registered Owner or an agent of the Registered Owner. The Bank shall not be bound to make any investigation into the facts or matters stated in a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document supplied by Issuer.

(e) The Bank may consult with counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered, or omitted by it hereunder in good faith and in reliance thereon.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys of the Bank.

(g) The Bank shall maintain a copy of the Bond Register within the State of Texas.

The Bank is also authorized to transfer funds relating to the closing and initial delivery of the Securities in the manner described in any closing memorandum as prepared by the City, the City's Financial Advisor or other agent. The Bank may act on a facsimile or e-mail transmission of the closing memorandum acknowledged by the City or its Financial Advisor or other agent as the final closing memorandum. The Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Bank's reliance upon and compliance with the instructions set forth in the closing memorandum.

Section 5.03. Recitals of Issuer.

The recitals contained herein with respect to the Issuer and in the Securities shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

The Bank shall in no event be liable to the Issuer, any Registered Owner or Registered Owners of any Security, or any other Person for any amount due on any Security from its own funds.

Section 5.04. May Hold Securities.

The Bank, in its individual or any other capacity, may become the owner or pledgee of Securities and may otherwise deal with the Issuer with the same rights it would have if it were not the Paying Agent/Registrar, or any other agent.

Section 5.05. Moneys Held by Bank.

The Bank shall deposit any moneys received from the Issuer into a trust account to be held in a fiduciary capacity for the payment of the Securities, with such moneys in the account that exceed the deposit insurance available to the Issuer by the Federal Deposit Insurance Corporation, to be fully collateralized with securities or obligations that are eligible under the laws of the State of Texas and the laws of the United States of America to secure and be pledged as collateral for trust accounts until the principal and interest on such securities have been presented for payment and paid to the owner thereof. Payments made from such trust account shall be made by check drawn on such trust account unless the owner of such Securities shall, at its own expense and risk, request such other medium of payment.

Subject to the Unclaimed Property Law of the State of Texas, any money deposited with the Bank for the payment of the principal, premium (if any), or interest on any Security and remaining unclaimed for three years after the final maturity of the Security has become due and payable will be paid by the Bank to the Issuer if the Issuer so elects, and the Registered Owner of such Security shall hereafter look only to the Issuer for payment thereof, and all liability of the Bank with respect to such monies shall thereupon cease. If the Issuer does not elect, the Bank is directed to report and dispose of the funds in compliance with Title Six of the Texas Property Code, as amended.

Section 5.06. Indemnification.

To the extent permitted by law, the Issuer agrees to indemnify the Bank for, and hold it harmless against, any loss, liability, or expense incurred without negligence or bad faith on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement.

Section 5.07. Interpleader.

The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in either a Federal or State Court located in the State of Texas and County where either the Bank Office or the administrative offices of the Issuer is located, and agree that service of process by certified or registered mail, return receipt requested, to the address referred to in Section 6.03 of this Agreement shall constitute adequate service. The Issuer and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction in the State of Texas to determine the rights of any Person claiming any interest herein.

Section 5.08. Depository Trust Company Services.

It is hereby represented and warranted that, in the event the Securities are otherwise qualified and accepted for "Depository Trust Company" services or equivalent depository trust services by other organizations, the Bank has the capability and, to the extent within its control, will comply with the "Operational Arrangements," effective August 1, 1987, which establishes requirements for securities to be eligible for such type depository trust services, including, but not limited to, requirements for the timeliness of payments and funds availability, transfer turnaround time, and notification of redemptions and calls.

Attached hereto is a copy of the Blanket Letter of Representations with The Depository Trust Company.

ARTICLE SIX
MISCELLANEOUS PROVISIONS

Section 6.01. Amendment.

This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

Section 6.02. Assignment.

This Agreement may not be assigned by either party without the prior written consent of the other.

Section 6.03. Notices.

Any request, demand, authorization, direction, notice, consent, waiver, or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed or delivered to the Issuer or the Bank, respectively, at the addresses shown on the signature page of this Agreement.

Section 6.04. Effect of Headings.

The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Section 6.05. Successors and Assigns.

All covenants and agreements herein by the Issuer shall bind its successors and assigns, whether so expressed or not.

Section 6.06. Severability.

In case any provision herein shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 6.07. Benefits of Agreement.

Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy, or claim hereunder.

Section 6.08. Entire Agreement.

This Agreement and the Ordinances constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent/Registrar and if any conflict exists between this Agreement and the Ordinances, the Ordinances shall govern.

Section 6.09. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 6.10. Termination.

This Agreement will terminate (i) on the date of final payment of the principal of and interest on the Securities to the Registered Owners thereof or (ii) may be earlier terminated by either party upon thirty (30) days written notice; provided, however, an early termination of this Agreement by either party shall not be effective until (a) a successor Paying Agent/Registrar has been appointed by the Issuer and such appointment accepted and (b) notice has been given to the Registered Owners of the Securities of the appointment of a successor Paying Agent/Registrar. Furthermore, the Bank and Issuer mutually agree that the effective date of an early termination of this Agreement shall not occur at any time which would disrupt, delay or otherwise adversely affect the payment of the Securities.

Upon an early termination of this Agreement, the Bank agrees to promptly transfer and deliver the Security Register (or a copy thereof), together with other pertinent books and records relating to the Securities, to the successor Paying Agent/Registrar designated and appointed by the Issuer.

The provisions of Section 1.02 and of Article Five shall survive and remain in full force and effect following the termination of this Agreement.

Section 6.11. Governing Law.

This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.

By _____

Title _____

[PARA Sig Pg]

CITY OF TEMPLE, TEXAS

By _____
Mayor

#2 North Main, Temple, Texas 76501

[PARA Sig Pg]

SCHEDULE A

Paying Agent/Registrar Fee Schedules

EXHIBIT "B"

DESCRIPTION OF ANNUAL FINANCIAL INFORMATION

The following information is referred to in Section 16 of this Ordinance.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the City to be provided annually in accordance with such Section are as specified (and included in the Appendix or under the headings of the Official Statement referred to) below:

(1)	Appendix B	-	Excerpts from Annual Financial Report;
(2)	Table 1	-	Valuation, Exemptions and Ad Valorem Tax Debt;
(3)	Table 2	-	Valuation and Ad Valorem Tax Debt History;
(4)	Table 3	-	Tax Rate, Levy and Collection History;
(5)	Table 4	-	Ten Largest Taxpayers;
(6)	Table 5	-	Pro-Forma Ad Valorem Tax Debt Service Requirements;
(7)	Table 7	-	Authorized But Unissued Ad Valorem Tax Bonds;
(9)	Table 8	-	General Fund Revenues and Expenditure History; and
(10)	Table 10	-	Current Investments.

Accounting Principles

The accounting principles referred to in such Section are the accounting principles described in the notes to the financial statements referred to in the paragraph above.

COUNCIL AGENDA ITEM MEMORANDUM

DEPT./DIVISION SUBMISSION & REVIEW:

Traci L. Barnard, Director of Finance

ITEM DESCRIPTION: FIRST & FINAL READING - PUBLIC HEARING: Consider adopting an ordinance authorizing the issuance of $25,260,000 City of Temple, Texas Combination Tax and Revenue Certificates of Obligation, Series 2013; authorizing the levy of an ad valorem tax and the pledge of certain revenues in support of the certificates; approving an official statement and a paying agent/registrar agreement; awarding the sale of certificates; and authorizing other matters related to the issuance of the certificates.

STAFF RECOMMENDATION: Adopt ordinance as presented in item description.

ITEM SUMMARY: This item is to award the sale of $25,260,000* to the lowest responsible bidder of this series of bonds.

The proceeds from the issue will be used to fund the following Reinvestment Zone # 1 2022 Master Plan projects:

- Constructing, improving, extending, expanding, upgrading and/or developing City streets, bridges, sidewalks, and trails, including related water, wastewater and drainage improvements, signage, landscaping, irrigation and purchasing any necessary rights-of-way;

- Constructing, improving and extending City trails and parks, including related landscaping, irrigation, drainage, signage, parking and lighting;

- Costs related to developing City master plans;

- Constructing, improving, extending, expanding and upgrading a downtown plaza, including landscaping, irrigation, parking lot and related improvements;

- City airport improvements, including parking lot, landscaping, signage, roadways, related drainage and irrigation; and

- Paying the professional services including fiscal, engineering, architectural and legal fees including the costs associated with the issuance of one or more series of Certificates

Ratings for the bonds have been applied for with Standard & Poors. The ratings will be published on Tuesday, July 16, 2013. The bonds will be sold using a competitive sale. Bids will be received until Thursday, July 18, 2013 at 10:00 a.m. The pricing will be held until Thursday evening when the Council considers the recommended award.

The City's financial advisor, Specialized Public Finance Inc. (SPFI), will be at the meeting to review the offers and recommend the lowest responsible interest rate bid with Council. The City's bond counsel, McCall, Parkhurst & Horton, L.L.P, will also be present at the meeting to review the ordinance for the Certificate of Obligations with Council.

Funds will be delivered to our depository for use on August 8, 2013.

*** THE ISSUE SIZE IS PRELIMINARY AND WILL BE SIZED AT THE TIME OF PRICING.**

FISCAL IMPACT: Bond payments for the 2013 debt issuance were added to the RZ#1 Financing Plan in years 2014-2033 totaling $36,035,720. Estimated average annual debt service payments for the 2013 CO's is $1,801,786. As of October 1, 2012, the RZ#1 had $30,135,000 in bonds outstanding. All the existing debt will mature and be paid by December 2022.

ATTACHMENTS:
Ordinance

ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF TEMPLE, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2013; AUTHORIZING THE LEVY OF AN AD VALOREM TAX AND THE PLEDGE OF CERTAIN REVENUES IN SUPPORT OF THE CERTIFICATES; APPROVING AN OFFICIAL STATEMENT AND A PAYING AGENT/REGISTRAR AGREEMENT; AWARDING THE SALE OF THE CERTIFICATES; AND AUTHORIZING OTHER MATTERS RELATED TO THE ISSUANCE OF THE CERTIFICATES

Adopted July 18, 2013

ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF TEMPLE, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2013; AUTHORIZING THE LEVY OF AN AD VALOREM TAX AND THE PLEDGE OF CERTAIN REVENUES IN SUPPORT OF THE CERTIFICATES; APPROVING AN OFFICIAL STATEMENT AND A PAYING AGENT/REGISTRAR AGREEMENT; AWARDING THE SALE OF THE CERTIFICATES; AND AUTHORIZING OTHER MATTERS RELATED TO THE ISSUANCE OF THE CERTIFICATES

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Exhibit B - Description of Annual Financial Information

ORDINANCE NO. _____

ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF TEMPLE, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2013; AUTHORIZING THE LEVY OF AN AD VALOREM TAX AND THE PLEDGE OF CERTAIN REVENUES IN SUPPORT OF THE CERTIFICATES; APPROVING AN OFFICIAL STATEMENT AND A PAYING AGENT/REGISTRAR AGREEMENT; AWARDING THE SALE OF THE CERTIFICATES; AND AUTHORIZING OTHER MATTERS RELATED TO THE ISSUANCE OF THE CERTIFICATES

THE STATE OF TEXAS §
COUNTY OF BELL §
CITY OF TEMPLE §

WHEREAS, the City Council of the City of Temple, Texas (the "City") deems it advisable to issue certificates of obligation in the amount of $25,275,000 (the "Certificates") and finds that the payment in whole or in part of contractual obligations incurred or to be incurred for: (1) constructing, improving, extending, expanding, upgrading and/or developing City streets, bridges, sidewalks, and trails, including related water, wastewater and drainage improvements, signage, landscaping, irrigation and purchasing any necessary rights-of-way; (2) constructing, improving and extending City trails and parks, including related landscaping, irrigation, drainage, signage, parking and lighting; (3) costs related to developing City master plan; (4) constructing, improving, extending, expanding and upgrading a downtown plaza, including landscaping, irrigation, parking lot and related improvements; (5) City airport improvements, including parking lot, landscaping, signage, roadways, related drainage and irrigation; and (6) professional services including fiscal, engineering, architectural and legal fees and other such costs incurred in connection therewith including the costs of issuing the Certificates; and

WHEREAS, the Certificates hereinafter authorized and designated are to be issued and delivered for cash pursuant to Subchapter C of Chapter 271, Texas Local Government Code, as amended, and Section 1502.052, Texas Government Code, as amended; and

WHEREAS, on June 6, 2013 the City Council passed a resolution authorizing and directing the City Secretary to give notice of intention to issue Certificates; and

WHEREAS, the notice was published on June 10, 2013 and June 17, 2013 in the *Temple Daily Telegram*, a newspaper of general circulation in the City and a "newspaper" as defined in Section 2051.044, Government Code; and

WHEREAS, the City has not received a petition from the qualified electors of the City protesting the issuance of the Certificates; and

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

WHEREAS, it is considered to be in the best interest of the City that the interest bearing Certificates be issued.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS:

SECTION 1. RECITALS, AMOUNT AND PURPOSE OF THE CERTIFICATES. Recitals and Purpose. The recitals set forth in the preamble hereof are incorporated by reference herein and shall have the same force and effect as if set forth in this Section. The certificates of the City of Temple, Texas (the "City") are hereby authorized to be issued and delivered in the aggregate principal amount of $25,275,000 (the "Certificates") for the purpose of paying contractual obligations incurred or to be incurred for: (1) constructing, improving, extending, expanding, upgrading and/or developing City streets, bridges, sidewalks, and trails, including related water, wastewater and drainage improvements, signage, landscaping, irrigation and purchasing any necessary rights-of-way; (2) constructing, improving and extending City trails and parks, including related landscaping, irrigation, drainage, signage, parking and lighting; (3) costs related to developing City master plan; (4) constructing, improving, extending, expanding and upgrading a downtown plaza, including landscaping, irrigation, parking lot and related improvements; (5) City airport improvements, including parking lot, landscaping, signage, roadways, related drainage and irrigation; and (6) professional services including fiscal, engineering, architectural and legal fees and other such costs incurred in connection therewith including the costs of issuing the Certificates.

SECTION 2. DESIGNATION, DATE, DENOMINATIONS, NUMBERS, AND MATURITIES OF CERTIFICATES. Each Certificate issued pursuant to this Ordinance shall be designated: "CITY OF TEMPLE, TEXAS COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION, SERIES 2013", and initially there shall be issued, sold, and delivered hereunder fully registered certificates, without interest coupons, dated July 15, 2013 in the respective denominations and principal amounts hereinafter stated, numbered consecutively from R-1 upward (except the initial Certificate delivered to the Attorney General of the State of Texas which shall be numbered T-1), payable to the respective initial registered owners thereof (as designated in Section 12 hereof), or to the registered assignee or assignees of said certificates or any portion or portions thereof (in each case, the "Registered Owner"), and said certificates shall mature and be payable serially on August 1 in each of the years and in the principal amounts, respectively, as set forth in the following schedule:

YEAR	AMOUNT	YEAR	AMOUNT
2017		2026	
2018		2027	
2019		2028	
2020		2029	

2021	2030
2022	2031
2023	2032
2024	2033
2025	

The term "Certificates" as used in this Ordinance shall mean and include collectively the Certificates initially issued and delivered pursuant to this Ordinance and all substitute Certificates exchanged therefor, as well as all other substitute certificates and replacement Certificates issued pursuant hereto, and the term "Certificate" shall mean any of the Certificates.

SECTION 3. INTEREST. The Certificates scheduled to mature during the years, respectively, set forth below shall bear interest from the dates specified in the FORM OF CERTIFICATE set forth in this Ordinance to their respective dates of maturity or redemption prior to maturity at the following rates per annum:

YEAR	RATE	YEAR	RATE
2017		2026	
2018		2027	
2019		2028	
2020		2029	
2021		2030	
2022		2031	
2023		2032	
2024		2033	
2025			

Interest shall be payable in the manner provided and on the dates stated in the FORM OF CERTIFICATE set forth in this Ordinance.

SECTION 4. CHARACTERISTICS OF THE CERTIFICATES. (a) Registration, Transfer, Conversion and Exchange; Authentication. The City shall keep or cause to be kept at The Bank of New York Mellon Trust Company, N.A., (the "Paying Agent/Registrar") books or records for the registration of the transfer, conversion and exchange of the Certificates (the "Registration Books"), and the City hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the City and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the Registered Owner of each Certificate to which payments with respect to the Certificates shall

be mailed, as herein provided; but it shall be the duty of each Registered Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The City shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Paying Agent/Registrar shall make the Registration Books available within the State of Texas. The City shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Certificate or Certificates. Registration of assignments, transfers, conversions and exchanges of Certificates shall be made in the manner provided and with the effect stated in the FORM OF CERTIFICATE set forth in this Ordinance. Each substitute Certificate shall bear a letter and/or number to distinguish it from each other Certificate.

Except as provided in Section 4(c) of this Ordinance, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Certificate, date and manually sign said Certificate, and no such Certificate shall be deemed to be issued or outstanding unless such Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all paid Certificates and Certificates surrendered for conversion and exchange. No additional ordinances, orders, or resolutions need be passed or adopted by the governing body of the City or any other body or person so as to accomplish the foregoing conversion and exchange of any Certificate or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Certificates in the manner prescribed herein, and said Certificates shall be printed or typed on paper of customary weight and strength. Pursuant to Chapter 1201, Texas Government Code, as amended, and particularly Subchapter D thereof, the duty of conversion and exchange of Certificates as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Certificate, the converted and exchanged Certificate shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Certificates which initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General and registered by the Comptroller of Public Accounts.

(b) Payment of Certificates and Interest. The City hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Certificates, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect to the Certificates, and of all conversions and exchanges of Certificates, and all replacements of Certificates, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the past due interest shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Registered Owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(c) In General. The Certificates (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Certificates to be payable only to the Registered Owners thereof, (ii) may be redeemed prior to their scheduled maturities (notice of which shall be given to the Paying Agent/Registrar by the City at least 45 days prior to any such redemption date), (iii) may be converted and exchanged for other Certificates, (iv) may be transferred and assigned, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) the principal of and interest on the Certificates shall be payable, and (viii) shall be administered and the Paying Agent/Registrar and the City shall have certain duties and responsibilities with respect to the Certificates, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF CERTIFICATE set forth in this Ordinance. The Certificates initially issued and delivered pursuant to this Ordinance are not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Certificate issued in conversion of and exchange for any Certificate or Certificates issued under this Ordinance the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF CERTIFICATE.

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

(e) Book-Entry-Only System. The Certificates issued in exchange for the Certificates initially issued as provided in Section 4(h) shall be issued in the form of a separate single fully registered Certificate for each of the maturities thereof registered in the name of Cede & Co. as nominee of DTC and except as provided in subsection (f) hereof, all of the Outstanding Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

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

(f) Successor Securities Depository; Transfer Outside Book-Entry-Only System. In the event that the City determines to discontinue the book-entry system through DTC or a successor or DTC determines to discontinue providing its services with respect to the Certificates, the City shall either (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Certificates and transfer one or more separate Certificates to DTC Participants having Certificates credited to their DTC accounts. In such event, the Certificates shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in

whatever name or names Registered Owner transferring or exchanging Certificates shall designate, in accordance with the provisions of this Ordinance.

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

(h) Initial Certificate. The Certificates herein authorized shall be initially issued as fully registered certificates, being one certificate for each maturity in the denomination of the applicable principal amount and the initial Certificate shall be registered in the name of the purchaser or the designees thereof as set forth in Section 12 hereof. The initial Certificate shall be the Certificate submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the Underwriters. Immediately after the delivery of the initial Certificate, the Paying Agent/Registrar shall cancel the initial Certificate delivered hereunder and exchange therefor Certificates in the form of a separate single fully registered Certificate for each of the maturities thereof registered in the name of Cede & Co., as nominee of DTC and except as provided in Section 4(f), all of the outstanding Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

SECTION 5. FORM OF CERTIFICATE. The form of the Certificate, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Certificates initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance.

FORM OF CERTIFICATE

NO. R-	**UNITED STATES OF AMERICA** **STATE OF TEXAS** **COUNTY OF BELL** **CITY OF TEMPLE, TEXAS** **COMBINATION TAX AND REVENUE** **CERTIFICATE OF OBLIGATION** **SERIES 2013**	**PRINCIPAL AMOUNT** **$_____**

INTEREST RATE	**DATE OF CERTIFICATES**	**MATURITY DATE**	**CUSIP NO.**
	July 15, 2013		

REGISTERED OWNER:

PRINCIPAL AMOUNT: **DOLLARS**

ON THE MATURITY DATE specified above, the CITY OF TEMPLE, in Bell County, Texas (the "City"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "Registered Owner") the principal amount set forth above, and to pay interest thereon from the initial date of delivery of the Certificates, on February 1, 2014, and semiannually on each August 1 and February 1 thereafter to the maturity date specified above, or the date of redemption prior to maturity, at the interest rate per annum specified above; except that if this Certificate is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged or converted from is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full. Notwithstanding the foregoing, during any period in which ownership of the Certificates is determined only by a book entry at a securities depository for the Certificates, any payment to the securities depository, or its nominee or registered assigns, shall be made in accordance with existing arrangements between the City and the securities depository.

THE PRINCIPAL OF AND INTEREST ON this Certificate are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Certificate shall be paid to the Registered Owner hereof upon presentation and surrender of this Certificate at maturity, or upon the date fixed for its redemption prior to maturity, at The Bank of New York Mellon Trust Company, N.A., which is the "Paying Agent/Registrar" for this Certificate at their office in Dallas, Texas (the "Designated Payment/Transfer Office"). The payment of interest on this Certificate shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the City required by the ordinance authorizing the issuance of this Certificate (the "Certificate Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the Registered Owner hereof, at its address as it appeared on the 15th day of the month next preceding each such date (the "Record Date") on the registration books kept by the Paying Agent/Registrar (the "Registration Books"). In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Certificate appearing on the Registration Books at the

close of business on the last business day next preceding the date of mailing of such notice. Notwithstanding the foregoing, during any period in which ownership of the Certificates is determined only by a book entry at a securities depository for the Certificates, payments made to the securities depository, or its nominee, shall be made in accordance with arrangements between the City and the securities depository.

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

ANY ACCRUED INTEREST due at maturity or upon the redemption of this Certificate prior to maturity as provided herein shall be paid to the Registered Owner upon presentation and surrender of this Certificate for redemption and payment at the Designated Payment/Transfer Office of the Paying Agent/Registrar. The City covenants with the Registered Owner of this Certificate that on or before each principal payment date, interest payment date, and accrued interest payment date for this Certificate it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Certificate Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Certificates, when due.

IF THE DATE for the payment of the principal of or interest on this Certificate shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS CERTIFICATE is one of a Series of Certificates dated July 15, 2013, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of $25,275,000 (the "Certificates") for the purpose of paying contractual obligations incurred or to be incurred for: (1) constructing, improving, extending, expanding, upgrading and/or developing City streets, bridges, sidewalks, and trails, including related water, wastewater and drainage improvements, signage, landscaping, irrigation and purchasing any necessary rights-of-way; (2) constructing, improving and extending City trails and parks, including related landscaping, irrigation, drainage, signage, parking and lighting; (3) costs related to developing City master plan; (4) constructing, improving, extending, expanding and upgrading a downtown plaza, including landscaping, irrigation, parking lot and related improvements; (5) City airport improvements, including parking lot, landscaping, signage, roadways, related drainage and irrigation; and (6) professional services including fiscal, engineering, architectural and legal fees and other such costs incurred in connection therewith including the costs of issuing the Certificates.

ON AUGUST 1, 2022, or on any date thereafter, the Certificates of this Series maturing on and after August 1, 2023 may be redeemed prior to their scheduled maturities, at the option of the City, with funds derived from any available and lawful source, at par plus accrued interest to the date fixed for redemption as a whole, or in part, and, if in part, the particular maturities to be redeemed shall be selected and designated by the City and if less than all of a maturity is to be redeemed, the Paying Agent/Registrar shall determine by lot the Certificates, or a portion thereof, within such maturity to be redeemed (provided that a portion of a Certificate may be redeemed only in an integral multiple of $5,000).

[THE CERTIFICATES maturing on _____, 20__ (the "Term Certificates") are subject to mandatory sinking fund redemption by lot prior to maturity in the following amounts, on the following dates and at a price of par plus accrued interest to the redemption date.

Certificates Maturing _____, 20__*

Redemption Date	**Principal Amount**
_____, 20__	$_____
_____, 20__*	$_____*

*Final Maturity

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

NO LESS THAN 30 days prior to the date fixed for any such redemption, the City shall cause the Paying Agent/Registrar to send notice by United States mail, first-class postage prepaid to the Registered Owner of each Certificate to be redeemed at its address as it appeared on the Registration Books of the Paying Agent/Registrar at the close of business on the 45th day prior to the redemption date and to major securities depositories, national bond rating agencies and bond information services; provided, however, that the failure to send, mail or receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Certificates. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Certificates or portions thereof which are to be so redeemed. If due provision for such payment is made, all as provided above, the Certificates or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as

being outstanding except for the right of the Registered Owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Certificate shall be redeemed a substitute Certificate or Certificates having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of $5,000, at the written request of the Registered Owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Registered Owner upon the surrender thereof for cancellation, at the expense of the City, all as provided in the Certificate Ordinance.

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

WITH RESPECT TO any optional redemption of the Certificates, unless certain prerequisites to such redemption required by the Certificate Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the City, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

ALL CERTIFICATES OF THIS SERIES are issuable solely as fully registered certificates, without interest coupons, in the denomination of any integral multiple of $5,000. As provided in the Certificate Ordinance, this Certificate may, at the request of the Registered Owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of fully registered certificates, without interest coupons, payable to the appropriate Registered Owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of $5,000 as requested in writing by the appropriate Registered Owner, assignee or assignees, as the case may be, upon surrender of this Certificate to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Certificate Ordinance. Among other requirements for such assignment and transfer, this Certificate must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Certificate or any portion or portions hereof in any integral multiple of $5,000 to the assignee or assignees in whose name or names this Certificate or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Certificate may be executed by the Registered Owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Certificate or any portion or portions hereof from time to time by the Registered Owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning,

transferring, converting and exchanging any Certificate or portion thereof will be paid by the City. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or (ii) with respect to any Certificate or any portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date; provided, however, such limitation of transfer shall not be applicable to an exchange by the Registered Owner of the unredeemed balance of the Certificate.

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

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

IT IS HEREBY certified, recited and covenanted that this Certificate has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this Certificate have been performed, existed and been done in accordance with law; that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Certificate, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said City, and have been pledged for such payment, within the limit prescribed by law, and that this Certificate, together with other obligations of the City, is additionally secured by and payable from the surplus revenues of the City's Waterworks and Sewer System, remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve and other requirements in connection with all of the City's revenue bonds or other obligations (now or hereafter outstanding), which are payable from all or part of the Net Revenues of the City's Waterworks and Sewer System, which amount shall not exceed $10,000 all as provided in the Certificate Ordinance.

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

IN WITNESS WHEREOF, the City has caused this Certificate to be signed with the manual or facsimile signature of the Mayor of the City and countersigned with the manual or

facsimile signature of the City Secretary of said City, and has caused the official seal of the City to be duly impressed, or placed in facsimile, on this Certificate.

_____ _____

City Secretary Mayor

(SEAL)

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

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

It is hereby certified that this Certificate has been issued under the provisions of the Certificate Ordinance described in the text of this Certificate; and that this Certificate has been issued in conversion or replacement of, or in exchange for, a certificate, certificates, or a portion of a certificate or certificates of a Series which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated _____

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

By _____
Authorized Representative

FORM OF ASSIGNMENT

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

_____

_____

Please insert Social Security or Taxpayer
Identification Number of Transferee

_____

_____

(Please print or typewrite name and address,
including zip code, of Transferee)

_____

the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney, to register the transfer of the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

_____

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

_____

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

FORM OF REGISTRATION CERTIFICATE OF
THE COMPTROLLER OF PUBLIC ACCOUNTS

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO.

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

Witness my signature and seal this _____.

_____
Comptroller of Public Accounts
of the State of Texas

(COMPTROLLER'S SEAL)

INSERTIONS FOR THE INITIAL CERTIFICATE

The initial Certificate shall be in the form set forth in this Section, except that:

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

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

"**ON THE MATURITY DATE SPECIFIED ABOVE,** the City of Temple, Texas (the "City"), being a political subdivision, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on August 1 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

Year	Amount	Rate	Year	Amount	Rate

(Information from Sections 2 and 3 to be inserted)

The City promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the date of initial delivery of the Certificates at the respective Interest Rate per annum specified above. Interest is payable on February 1, 2014 and semiannually on each August 1 and February 1 thereafter to the date of payment of the principal installment specified above; except, that if this Certificate is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full."

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

SECTION 6. INTEREST AND SINKING FUND. A special "Interest and Sinking Fund" is hereby created and shall be established and maintained by the City at an official depository bank of said City. Said Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of said City, and shall be used only for paying the interest on and principal of said Certificates. All ad valorem taxes levied and collected for and on account of said Certificates shall be deposited, as collected, to the credit of said Interest and Sinking Fund. During each year while any of said Certificates are outstanding and unpaid, the governing body of said City shall compute and ascertain a rate and amount of ad valorem tax which will be sufficient to raise and produce the money required to pay the interest on said Certificates as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of said Certificates as such principal matures (but never less than 2% of the original principal amount of said Certificates as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of said City, with full allowances being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in

said City, for each year while any of said Certificates are outstanding and unpaid, and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of said Certificates, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law. Accrued interest on the Certificates shall be deposited in the Interest and Sinking Fund and used to pay interest on the Certificates.

SECTION 7. REVENUES. The Certificates together with other obligations of the City, are additionally secured by and shall be payable from and secured by the surplus revenues of the City's Waterworks and Sewer System, after payment of all operation and maintenance expenses or collections thereof, and all debt service, reserve, and other requirements in connection with all of the City's revenue bonds or other obligations (now or hereafter outstanding) which are payable from all or any part of the net revenues of the City's Waterworks and Sewer System, with such amount not exceeding $10,000, constituting "Surplus Revenues." The City shall deposit such Surplus Revenues to the credit of the Interest and Sinking Fund created pursuant to Section 6, to the extent necessary to pay the principal and interest on the Certificates. Notwithstanding the requirements of Section 6, if Surplus Revenues or other lawfully available funds are actually on deposit or budgeted for deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes which otherwise would have been required to be levied pursuant to Section 6 may be reduced to the extent and by the amount of the Surplus Revenues or other lawfully available funds then on deposit in the Interest and Sinking Fund or budgeted for deposit therein.

The Mayor and the Director of Finance of the City are hereby ordered to do any and all things necessary to accomplish the transfer of monies to the Interest and Sinking Fund of this issue in ample time to pay such items of principal and interest.

SECTION 8. DEFEASANCE OF CERTIFICATES. (a) Any Certificate and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Certificate") within the meaning of this Ordinance, except to the extent provided in subsections (c) and (e) of this Section, when payment of the principal of such Certificate, plus interest thereon to the due date or dates (whether such due date or dates be by reason of maturity, upon redemption, or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption) or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar or a commercial bank or trust company for such payment (1) lawful money of the United States of America sufficient to make such payment, (2) Defeasance Securities, certified by an independent public accounting firm of national reputation to mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment and when proper arrangements have been made by the City with the Paying Agent/Registrar or a commercial bank or trust company for the payment of its services until all Defeased Certificates shall have become due and payable or (3) any combination of (1) and (2). At such time as a Certificate shall be deemed to be a Defeased Certificate hereunder, as aforesaid, such Certificate and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities.

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

(c) Notwithstanding any provision of any other Section of this Ordinance which may be contrary to the provisions of this Section, all money or Defeasance Securities set aside and held in trust pursuant to the provisions of this Section for the payment of principal of the Certificates and premium, if any, and interest thereon, shall be applied to and used solely for the payment of the particular Certificates and premium, if any, and interest thereon, with respect to which such money or Defeasance Securities have been so set aside in trust. Until all Defeased Certificates shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Certificates the same as if they had not been defeased, and the City shall make proper arrangements to provide and pay for such services as required by this Ordinance.

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

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

As used in this section, "Defeasance Securities" means (i) Federal Securities, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the City Council adopts or approves proceedings authorizing the issuance of refunding certificates or otherwise provide for the funding of an escrow to effect the defeasance of the Certificates are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent, (iii) noncallable obligations of a state or an agency or a City, municipality, or other political subdivision of a state that have been refunded and that, on the date the City Council adopts or approves proceedings authorizing the issuance of refunding certificates or otherwise provide for the funding of an escrow to effect the defeasance of the Certificates, are rated as to investment

quality by a nationally recognized investment rating firm no less than "AAA" or its equivalent and (iv) any other then authorized securities or obligations under applicable state law that may be used to defease obligations such as the Certificates. "Federal Securities" as used herein means direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America (including Interest Strips of the Resolution Funding Corporation).

SECTION 9. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED CERTIFICATES. (a) Replacement Certificates. In the event any outstanding Certificate is damaged, mutilated, lost, stolen or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new certificate of the same principal amount, maturity and interest rate, as the damaged, mutilated, lost, stolen or destroyed Certificate, in replacement for such Certificate in the manner hereinafter provided.

(b) Application for Replacement Certificates. Application for replacement of damaged, mutilated, lost, stolen or destroyed Certificates shall be made by the Registered Owner thereof to the Paying Agent/Registrar. In every case of loss, theft or destruction of a Certificate, the Registered Owner applying for a replacement certificate shall furnish to the City and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft or destruction of a Certificate, the Registered Owner shall furnish to the City and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft or destruction of such Certificate, as the case may be. In every case of damage or mutilation of a Certificate, the Registered Owner shall surrender to the Paying Agent/Registrar for cancellation the Certificate so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Certificate shall have matured, and no default has occurred which is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Certificate, the City may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Certificate) instead of issuing a replacement Certificate, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Certificates. Prior to the issuance of any replacement certificate, the Paying Agent/Registrar shall charge the Registered Owner of such Certificate with all legal, printing, and other expenses in connection therewith. Every replacement certificate issued pursuant to the provisions of this Section by virtue of the fact that any Certificate is lost, stolen or destroyed shall constitute a contractual obligation of the City whether or not the lost, stolen or destroyed Certificate shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Certificates duly issued under this Ordinance.

(e) Authority for Issuing Replacement Certificates. In accordance with Subchapter D of Chapter 1201, Texas Government Code, this Section 9 of this Ordinance shall constitute authority for the issuance of any such replacement certificate without necessity of further action by the governing body of the City or any other body or person, and the duty of the replacement of such certificates is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Certificates in the form and manner and with the

effect, as provided in Section 4(a) of this Ordinance for Certificates issued in conversion and exchange for other Certificates.

SECTION 10. CUSTODY, APPROVAL, AND REGISTRATION OF CERTIFICATES; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED. The Mayor of the City is hereby authorized to have control of the Certificates initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Certificates pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Certificates said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Certificates, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the City's Bond Counsel and the assigned CUSIP numbers may, at the option of the City, be printed on the Certificates issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the Registered Owners of the Certificates. In addition, if bond insurance is obtained, the Certificates may bear an appropriate legend as provided by the insurer.

SECTION 11. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE CERTIFICATES. (a) Covenants. The City covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Certificates as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the City covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Certificates or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the City, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Certificates, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Certificates or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount which is greater than the lesser of $5,000,000, or 5 percent of the proceeds of the Certificates (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action which would otherwise result in the Certificates being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Certificates being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Certificates, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Certificates, other than investment property acquired with --

(A) proceeds of the Certificates invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 30 days or less until such proceeds are needed for the purpose for which the Certificates are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section l.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Certificates;

(7) to otherwise restrict the use of the proceeds of the Certificates or amounts treated as proceeds of the Certificates, as may be necessary, so that the Certificates do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage) and, to the extent applicable, section 149(d) of the Code (relating to advance refundings); and

(8) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Certificates) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Certificates have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (8), a "Rebate Fund" is hereby established by the City for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the Certificateholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. The City understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Certificates. It is the understanding of the City that the covenants contained herein are intended to

assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Certificates, the City will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Certificates, the City agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In furtherance of such intention, the City hereby authorizes and directs the City Manager or Director of Finance to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the City, which may be permitted by the Code as are consistent with the purpose for the issuance of the Certificates.

(d) Allocation Of, and Limitation On, Expenditures for the Project. The City covenants to account for the expenditure of sale proceeds and investment earnings to be used for the purposes described in Section 1 of this Ordinance (the "Project") on its books and records in accordance with the requirements of the Code. The City recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the City recognizes that in order for proceeds to be expended under the Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Certificates, or (2) the date the Certificates are retired. The City agrees to obtain the advice of nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Certificates. For purposes of this subsection, the City shall not be obligated to comply with this covenant if it obtains an opinion of nationally-recognized bond counsel to the effect that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Disposition of Project. The City covenants that the property constituting the Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the City of cash or other compensation, unless the City obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Certificates. For purposes of this subsection, the portion of the property comprising personal property and disposed of in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes of this subsection, the City shall not be obligated to comply with this covenant if it obtains an opinion of nationally-recognized bond counsel to the effect that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

SECTION 12. SALE OF CERTIFICATES. The Certificates are hereby sold pursuant to the taking of public bids therefor to the bidder whose bid produced the lowest true interest cost and shall be delivered to _____ (the "Initial Purchaser") at a price of $_____ which is _____% of the par amount of the Certificates. The City Council hereby finds and

determines that the true interest cost on the Certificates, as calculated pursuant to Chapter 1204, Texas Government Code, as amended, is _____%. It is hereby officially found and determined that the terms of this sale are the most advantageous reasonably obtainable as of the date hereof. The Certificates shall initially be registered in the name of _____.

SECTION 13. DEFAULT AND REMEDIES. (a) Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Certificates when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the City, the failure to perform which materially, adversely affects the rights of the Registered Owners of the Certificates, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by any Registered Owner to the City.

(b) Remedies for Default.

(i) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the City, or any official, officer or employee of the City in their official capacity, for the purpose of protecting and enforcing the rights of the Registered Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies.

(ii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Certificates then outstanding.

(c) Remedies Not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Certificates or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Certificates shall not be available as a remedy under this Ordinance.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Certificate authorized under this Ordinance, such Registered Owner agrees that the certifications required to effectuate any covenants or

representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the City or the City Council.

(iv) None of the members of the City Council, nor any other official or officer, agent, or employee of the City, shall be charged personally by the Registered Owners with any liability, or be held personally liable to the Registered Owners under any term or provision of this Ordinance, or because of any Event of Default or alleged Event of Default under this Ordinance.

SECTION 14. INTEREST EARNINGS ON CERTIFICATE PROCEEDS. Interest earnings derived from the investment of proceeds from the sale of the Certificates shall be used along with other certificate proceeds for the purpose for which the Certificates are issued set forth in Section 1 hereof; provided that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on certificate proceeds which are required to be rebated to the United States of America pursuant to Section 11 hereof in order to prevent the Certificates from being arbitrage certificates shall be so rebated and not considered as interest earnings for the purposes of this Section.

SECTION 15. APPROVAL OF PAYING AGENT/REGISTRAR AGREEMENT, LETTER OF REPRESENTATIONS AND OFFICIAL STATEMENT. Attached hereto as Exhibit "A" is a substantially final form of Paying Agent/Registrar Agreement. Each the Mayor, the City Manager and the Director of Finance are hereby authorized to amend, complete or modify such agreement as necessary and are further authorized to execute such agreement.

The City hereby approves the form and content of the Official Statement relating to the Certificates and any addenda, supplement or amendment thereto, and approves the distribution of such Official Statement in the reoffering of the Certificates by the Initial Purchaser in final form, with such changes therein or additions thereto as the officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof. The distribution and use of the Preliminary Official Statement dated July 9, 2013, prior to the date hereof is ratified and confirmed. The City Council of the City hereby finds and determines that the Preliminary Official Statement and the Official Statement were and are "deemed final" (as that term is defined in 17 C.F.R. Section 240.15c-12) as of their respective dates.

SECTION 16. CONTINUING DISCLOSURE UNDERTAKING. (a) Annual Reports. The City shall provide annually to the MSRB, in an electronic format as prescribed by the MSRB, within six months after the end of any fiscal year, financial information and operating data with respect to the City of the general type included in the final Official Statement authorized by Section 15 of this Ordinance, being the information described in Exhibit "B" hereto. Any financial statements to be so provided shall be (1) prepared in accordance with the accounting principles described in Exhibit "B" hereto, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and (2) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the City shall provide unaudited financial statements within such period, and audited financial

statements for the applicable fiscal year to the MSRB, when and if the audit report on such statements become available.

If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document that is available to the public on the MSRB's internet web site or filed with the SEC. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(b) Material Event Notices. The City shall notify the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of ten business days after the occurrence of the event, of any of the following events with respect to the Bonds:

A. Principal and interest payment delinquencies;

B. Non-payment related defaults, if material within the meaning of the federal securities laws;

C. Unscheduled draws on debt service reserves reflecting financial difficulties;

D. Unscheduled draws on credit enhancements reflecting financial difficulties;

E. Substitution of credit or liquidity providers, or their failure to perform;

F. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701–TEB) or other material notices or determinations with respect to the tax-exempt status of the Bonds, or other events affecting the tax-exempt status of the Bonds;

G. Modifications to rights of holders of the Bonds, if material within the meaning of the federal securities laws;

H. Bond calls, if material within the meaning of the federal securities laws;

I. Defeasances;

J. Release, substitution, or sale of property securing repayment of the Bonds, if material within the meaning of the federal securities laws;

K. Rating changes;

L. Bankruptcy, insolvency, receivership or similar event of the City;

M. The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material within the meaning of the federal securities laws; and

N. Appointment of a successor or additional trustee or the change of name of a trustee, if material within the meaning of the federal securities laws.

The City shall notify the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with this subsection by the time required. All documents provided to the MSRB pursuant to this subsection shall be accompanied by identifying information as prescribed by the MSRB.

(c) Limitations, Disclaimers, and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an "obligated person" with respect to the Certificates within the meaning of the Rule, except that the City in any event will give notice of any deposit made in accordance with Section 8 of this Ordinance that causes the Certificates no longer to be outstanding.

The provisions of this Section are for the sole benefit of the holders and beneficial owners of the Certificates, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall comprise a breach of or default under the Ordinance for purposes of any other provision of this Ordinance.

Should the Rule be amended to obligate the City to make filings with or provide notices to entities other than the MSRB, the City hereby agrees to undertake such obligation with respect to the Certificates in accordance with the Rule as amended.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

The provisions of this Section may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Certificates consents to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interest of the holders and beneficial owners of the Certificates. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with Section 16(a) an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The City may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Certificates in the primary offering of the Certificates.

(d) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"*MSRB*" means the Municipal Securities Rulemaking Board.

"*Rule*" means SEC Rule 15c2-12, as amended from time to time.

"*SEC*" means the United States Securities and Exchange Commission.

SECTION 17. NO RECOURSE AGAINST CITY OFFICIALS. No recourse shall be had for the payment of principal of or interest on any Certificates or for any claim based thereon or on this Ordinance against any official of the City or any person executing any Certificates.

SECTION 18. FURTHER ACTIONS. The officers and employees of the City are hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the City all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Certificates, the initial sale and delivery of the Certificates, the Paying Agent/Registrar Agreement, any insurance commitment letter or insurance policy and the Official Statement. In addition, prior to the initial

delivery of the Certificates, the Mayor, the City Manager or Assistant City Manager, the City Attorney and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the instruments authorized and approved by this Ordinance necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance and as described in the Official Statement, (ii) obtain a rating from any of the national bond rating agencies or satisfy requirements of the Bond Insurer, or (iii) obtain the approval of the Certificates by the Texas Attorney General's office.

In case any officer of the City whose signature shall appear on any Certificate shall cease to be such officer before the delivery of such Certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 19. INTERPRETATIONS. All terms defined herein and all pronouns used in this Ordinance shall be deemed to apply equally to singular and plural and to all genders. The titles and headings of the articles and sections of this Ordinance and the Table of Contents of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof. This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Certificates and the validity of the lien on and pledge of the Pledged Revenues to secure the payment of the Certificates.

SECTION 20. INCONSISTENT PROVISIONS. All ordinances, orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

SECTION 21. INTERESTED PARTIES. Nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the City and the registered owners of the Certificates, any right, remedy or claim under or by reason of this Ordinance or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Ordinance contained by and on behalf of the City shall be for the sole and exclusive benefit of the City and the registered owners of the Certificates.

SECTION 22. INCORPORATION OF RECITALS. The City hereby finds that the statements set forth in the recitals of this Ordinance are true and correct, and the City hereby incorporates such recitals as a part of this Ordinance.

SECTION 23. SEVERABILITY. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 24. REPEALER. All orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

SECTION 25. EFFECTIVE DATE. This Ordinance shall become effect immediately from and after its passage on first and final reading in accordance with Section 1201.028, Texas Government Code, as amended.

SECTION 26. PERFECTION. Chapter 1208, Government Code, applies to the issuance of the Certificates and the pledge of ad valorem taxes and surplus net revenues granted by the City under Sections 6 and 7 of this Ordinance, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Certificates are outstanding and unpaid such that the pledge of ad valorem taxes and surplus net revenues granted by the City under Sections 6 and 7 of this Ordinance is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the registered owners of the Certificates the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

IN ACCORDANCE WITH SECTION 1201.028, Texas Government Code, finally passed, approved and effective on this 18th day of July, 2013.

THE CITY OF TEMPLE, TEXAS

_____

By: Mayor
City of Temple, Texas

ATTEST:

_____

City Secretary
City of Temple, Texas

APPROVED AS TO FORM:

_____

City Attorney
City of Temple, Texas

EXHIBIT "A"

Paying Agent\Registrar Agreement

PAYING AGENT/REGISTRAR AGREEMENT

THIS AGREEMENT entered into as of July 15, 2013 (this "Agreement"), by and between the City of Temple, Texas (the "Issuer"), and The Bank of New York Mellon Trust Company, N.A. of Dallas, Texas, a banking corporation duly organized and existing under the laws of the United States of America (the "Bank").

RECITALS

WHEREAS, the Issuer has duly authorized and provided for the issuance of its Combination Tax and Revenue Certificates of Obligation, Series 2013 in the aggregate principal amount of $25,275,000 and its Limited Tax Notes, Series 2013 in the aggregate principal amount of $5,715,000 (collectively, the "Securities"), such Securities to be issued in fully registered form only as to the payment of principal and interest thereon; and

WHEREAS, the Securities are scheduled to be delivered to the initial purchasers thereof on or about August 8, 2013: and

WHEREAS, the Issuer has selected the Bank to serve as Paying Agent/Registrar in connection with the payment of the principal of, premium, if any, and interest on the Securities and with respect to the registration, transfer and exchange thereof by the registered owners thereof; and

WHEREAS, the Bank has agreed to serve in such capacities for and on behalf of the Issuer and has full power and authority to perform and serve as Paying Agent/Registrar for the Securities;

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE ONE
APPOINTMENT OF BANK AS
PAYING AGENT AND REGISTRAR

Section 1.01. Appointment.

The Issuer hereby appoints the Bank to serve as Paying Agent with respect to the Securities. As Paying Agent for the Securities, the Bank shall be responsible for paying on behalf of the Issuer the principal, premium (if any), and interest on the Securities as the same become due and payable to the registered owners thereof, all in accordance with this Agreement and the "Ordinances" (hereinafter defined).

The Issuer hereby appoints the Bank as Registrar with respect to the Securities. As Registrar for the Securities, the Bank shall keep and maintain for and on behalf of the Issuer books and records as to the ownership of said Securities and with respect to the transfer and exchange thereof as provided herein and in the "Ordinances."

The Bank hereby accepts its appointment, and agrees to serve as the Paying Agent and Registrar for the Securities.

Section 1.02. Compensation.

As compensation for the Bank's services as Paying Agent/Registrar, the Issuer hereby agrees to pay the Bank the fees and amounts set forth in Schedule A attached hereto for the first year of this Agreement and thereafter the fees and amounts set forth in the Bank's current fee schedule then in effect for services as Paying Agent/Registrar for municipalities, which shall be supplied to the Issuer on or before 90 days prior to the close of the Fiscal Year of the Issuer, and shall be effective upon the first day of the following Fiscal Year.

In addition, the Issuer agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements and advances incurred or made by the Bank in accordance with any of the provisions hereof (including the reasonable compensation and the expenses and disbursements of its agents and counsel).

ARTICLE TWO
DEFINITIONS

Section 2.01. Definitions.

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

"Bank Office" means the designated office of the Bank as indicated on the signature page hereof, except that the payment and registration duties of the Bank will be performed from the Bank's designated office located in Dallas, Texas. The Bank will notify the Issuer in writing of any change in location of the Bank Office.

"Financial Advisor" means Specialized Public Finance, Inc.

"Fiscal Year" means the fiscal year of the Issuer, ending September 30.

"Legal Holiday" means a day on which the Bank is required or authorized to be closed.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government.

"Predecessor Securities" of any particular Security means every previous Security evidencing all or a portion of the same obligation as that evidenced by such particular Security (and, for the purposes of this definition, any mutilated, lost, destroyed, or stolen Security for which a replacement

Security has been registered and delivered in lieu thereof pursuant to Section 4.06 hereof and the Ordinances).

"Redemption Date" when used with respect to any Bond to be redeemed means the date fixed for such redemption pursuant to the terms of the Ordinances.

"Registered Owner" each means the Person in whose name a Security is registered in the Security Register.

"Ordinances" means the order, ordinance or resolution of the governing body of the Issuer pursuant to which the Securities are issued, certified by the City Secretary of the Issuer or any other officer of the Issuer and delivered to the Bank.

"Responsible Officer" when used with respect to the Bank means the Chairman or Vice-Chairman of the Board of Directors, the Chairman or Vice-chairman of the Executive Committee of the Board of Directors, the President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Cashier, any Assistant Cashier, any Trust Officer or Assistant Trust Officer, or any other officer of the Bank customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

"Security Register" means a register maintained by the Bank on behalf of the Issuer providing for the registration and transfer of the Securities.

"Stated Maturity" means the date specified in the Ordinances on which the principal of a Security is scheduled to be due and payable.

Section 2.02. <u>Other Definitions</u>.

The terms "Bank," Issuer," and Securities (Security)" have the meanings assigned to them in the recital paragraphs of this Agreement.

The term "Paying Agent/Registrar" refers to the Bank in the performance of the duties and functions of this Agreement.

ARTICLE THREE
PAYING AGENT

Section 3.01. <u>Duties of Paying Agent</u>.

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the principal of each

Security at its Stated Maturity or Redemption Date, to the Registered Owner upon surrender of the Security to the Bank at the Bank Office.

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the interest on each Security when due, by computing the amount of interest to be paid each Registered Owner and preparing and sending checks by United States Mail, first class postage prepaid, on each payment date, to the Registered Owners of the Securities (or their Predecessor Securities) on the respective Record Date, to the address appearing on the Security Register or by such other method, acceptable to the Bank, requested in writing by the Registered Owner at the Registered Owner's risk and expense.

Section 3.02. Payment Dates.

The Issuer hereby instructs the Bank to pay the principal of and interest on the Securities on the dates specified in the Ordinances.

Section 3.03 Reporting Requirements.

To the extent required by the Internal Revenue Code of 1986, as amended, or the Treasury Regulations, the Bank shall report to or cause to be reported to the Holders and the Internal Revenue Service the amount of interest paid or the amount treated as interest accrued on the Securities which is required to be reported by the Holders on their returns of federal income tax.

ARTICLE FOUR
REGISTRAR

Section 4.01. Security Register - Transfers and Exchanges.

The Bank agrees to keep and maintain for and on behalf of the Issuer at the Bank Office books and records (herein sometimes referred to as the "Security Register") for recording the names and addresses of the Registered Owners of the Securities, the transfer, exchange and replacement of the Securities and the payment of the principal of and interest on the Securities to the Registered Owners and containing such other information as may be reasonably required by the Issuer and subject to such reasonable regulations as the Issuer and the Bank may prescribe. All transfers, exchanges and replacement of Securities shall be noted in the Security Register.

Every Security surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an officer of a federal or state bank or a member of the Financial Industry Regulatory Authority, in form satisfactory to the Bank, duly executed by the Registered Owner thereof or his agent duly authorized in writing.

The Bank may request any supporting documentation it feels necessary to effect a re-registration, transfer or exchange of the Securities.

To the extent possible and under reasonable circumstances, the Bank agrees that, in relation to an exchange or transfer of Securities, the exchange or transfer by the Registered Owners thereof will be completed and new Securities delivered to the Registered Owner or the assignee of the Registered Owner in not more than three (3) business days after the receipt of the Securities to be canceled in an exchange or transfer and the written instrument of transfer or request for exchange duly executed by the Registered Owner, or his duly authorized agent, in form and manner satisfactory to the Paying Agent/Registrar.

Section 4.02. Certificates.

The Issuer shall provide an adequate inventory of printed Securities to facilitate transfers or exchanges thereof. The Bank covenants that the inventory of printed Securities will be kept in safekeeping pending their use, and reasonable care will be exercised by the Bank in maintaining such Securities in safekeeping, which shall be not less than the care maintained by the Bank for debt securities of other political subdivisions or corporations for which it serves as registrar, or that is maintained for its own securities.

Section 4.03. Form of Security Register.

The Bank, as Registrar, will maintain the Security Register relating to the registration, payment, transfer and exchange of the Securities in accordance with the Bank's general practices and procedures in effect from time to time. The Bank shall not be obligated to maintain such Security Register in any form other than those which the Bank has currently available and currently utilizes at the time.

The Security Register may be maintained in written form or in any other form capable of being converted into written form within a reasonable time.

Section 4.04. List of Registered Owners.

The Bank will provide the Issuer at any time requested by the Issuer, upon payment of the required fee, a copy of the information contained in the Security Register. The Issuer may also inspect the information contained in the Security Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

The Bank will not release or disclose the contents of the Security Register to any person other than to, or at the written request of, an authorized officer or employee of the Issuer, except upon receipt of a court order or as otherwise required by law. Upon receipt of a court order and prior to the release or disclosure of the contents of the Security Register, the Bank will notify the

Issuer so that the Issuer may contest the court order or such release or disclosure of the contents of the Security Register.

Section 4.05. Return of Canceled Certificates.

The Bank will, at such reasonable intervals as it determines, surrender to the Issuer, Securities in lieu of which or in exchange for which other Securities have been issued, or which have been paid.

Section 4.06. Mutilated, Destroyed, Lost or Stolen Securities.

The Issuer hereby instructs the Bank, subject to the applicable provisions of the Ordinances, to deliver and issue Securities in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities as long as the same does not result in an overissuance.

In case any Security shall be mutilated, or destroyed, lost or stolen, the Bank, in its discretion, may execute and deliver a replacement Security of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Security, or in lieu of and in substitution for such destroyed lost or stolen Security, only after (i) the filing by the Registered Owner thereof with the Bank of evidence satisfactory to the Bank of the destruction, loss or theft of such Security, and of the authenticity of the ownership thereof and (ii) the furnishing to the Bank of indemnification in an amount satisfactory to hold the Issuer and the Bank harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Security shall be borne by the Registered Owner of the Security mutilated, or destroyed, lost or stolen.

Section 4.07. Transaction Information to Issuer.

The Bank will, within a reasonable time after receipt of written request from the Issuer, furnish the Issuer information as to the Securities it has paid pursuant to Section 3.01, Securities it has delivered upon the transfer or exchange of any Securities pursuant to Section 4.01, and Securities it has delivered in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities pursuant to Section 4.06.

ARTICLE FIVE
THE BANK

Section 5.01. Duties of Bank.

The Bank undertakes to perform the duties set forth herein and agrees to use reasonable care in the performance thereof.

Section 5.02. <u>Reliance on Documents, Etc</u>.

(a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank.

(b) The Bank shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Bank was negligent in ascertaining the pertinent facts.

(c) No provisions of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

(d) The Bank may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality of the foregoing statement, the Bank need not examine the ownership of any Securities, but is protected in acting upon receipt of Securities containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Registered Owner or an agent of the Registered Owner. The Bank shall not be bound to make any investigation into the facts or matters stated in a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document supplied by Issuer.

(e) The Bank may consult with counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered, or omitted by it hereunder in good faith and in reliance thereon.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys of the Bank.

(g) The Bank shall maintain a copy of the Bond Register within the State of Texas.

The Bank is also authorized to transfer funds relating to the closing and initial delivery of the Securities in the manner described in any closing memorandum as prepared by the City, the City's Financial Advisor or other agent. The Bank may act on a facsimile or e-mail transmission of the closing memorandum acknowledged by the City or its Financial Advisor or other agent as the final closing memorandum. The Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Bank's reliance upon and compliance with the instructions set forth in the closing memorandum.

Section 5.03. Recitals of Issuer.

The recitals contained herein with respect to the Issuer and in the Securities shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

The Bank shall in no event be liable to the Issuer, any Registered Owner or Registered Owners of any Security, or any other Person for any amount due on any Security from its own funds.

Section 5.04. May Hold Securities.

The Bank, in its individual or any other capacity, may become the owner or pledgee of Securities and may otherwise deal with the Issuer with the same rights it would have if it were not the Paying Agent/Registrar, or any other agent.

Section 5.05. Moneys Held by Bank.

The Bank shall deposit any moneys received from the Issuer into a trust account to be held in a fiduciary capacity for the payment of the Securities, with such moneys in the account that exceed the deposit insurance available to the Issuer by the Federal Deposit Insurance Corporation, to be fully collateralized with securities or obligations that are eligible under the laws of the State of Texas and the laws of the United States of America to secure and be pledged as collateral for trust accounts until the principal and interest on such securities have been presented for payment and paid to the owner thereof. Payments made from such trust account shall be made by check drawn on such trust account unless the owner of such Securities shall, at its own expense and risk, request such other medium of payment.

Subject to the Unclaimed Property Law of the State of Texas, any money deposited with the Bank for the payment of the principal, premium (if any), or interest on any Security and remaining unclaimed for three years after the final maturity of the Security has become due and payable will be paid by the Bank to the Issuer if the Issuer so elects, and the Registered Owner of such Security shall hereafter look only to the Issuer for payment thereof, and all liability of the Bank with respect to such monies shall thereupon cease. If the Issuer does not elect, the Bank is directed to report and dispose of the funds in compliance with Title Six of the Texas Property Code, as amended.

Section 5.06. Indemnification.

To the extent permitted by law, the Issuer agrees to indemnify the Bank for, and hold it harmless against, any loss, liability, or expense incurred without negligence or bad faith on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement.

Section 5.07. Interpleader.

The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in either a Federal or State Court located in the State of Texas and County where either the Bank Office or the administrative offices of the Issuer is located, and agree that service of process by certified or registered mail, return receipt requested, to the address referred to in Section 6.03 of this Agreement shall constitute adequate service. The Issuer and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction in the State of Texas to determine the rights of any Person claiming any interest herein.

Section 5.08. Depository Trust Company Services.

It is hereby represented and warranted that, in the event the Securities are otherwise qualified and accepted for "Depository Trust Company" services or equivalent depository trust services by other organizations, the Bank has the capability and, to the extent within its control, will comply with the "Operational Arrangements," effective August 1, 1987, which establishes requirements for securities to be eligible for such type depository trust services, including, but not limited to, requirements for the timeliness of payments and funds availability, transfer turnaround time, and notification of redemptions and calls.

Attached hereto is a copy of the Blanket Letter of Representations with The Depository Trust Company.

ARTICLE SIX
MISCELLANEOUS PROVISIONS

Section 6.01. Amendment.

This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

Section 6.02. Assignment.

This Agreement may not be assigned by either party without the prior written consent of the other.

Section 6.03. Notices.

Any request, demand, authorization, direction, notice, consent, waiver, or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed or delivered to the Issuer or the Bank, respectively, at the addresses shown on the signature page of this Agreement.

Section 6.04. Effect of Headings.

The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Section 6.05. Successors and Assigns.

All covenants and agreements herein by the Issuer shall bind its successors and assigns, whether so expressed or not.

Section 6.06. Severability.

In case any provision herein shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 6.07. Benefits of Agreement.

Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy, or claim hereunder.

Section 6.08. Entire Agreement.

This Agreement and the Ordinances constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent/Registrar and if any conflict exists between this Agreement and the Ordinances, the Ordinances shall govern.

Section 6.09. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 6.10. Termination.

This Agreement will terminate (i) on the date of final payment of the principal of and interest on the Securities to the Registered Owners thereof or (ii) may be earlier terminated by either party upon thirty (30) days written notice; provided, however, an early termination of this Agreement by either party shall not be effective until (a) a successor Paying Agent/Registrar has been appointed by the Issuer and such appointment accepted and (b) notice has been given to the Registered Owners of the Securities of the appointment of a successor Paying Agent/Registrar. Furthermore, the Bank and Issuer mutually agree that the effective date of an early termination of this Agreement shall not occur at any time which would disrupt, delay or otherwise adversely affect the payment of the Securities.

Upon an early termination of this Agreement, the Bank agrees to promptly transfer and deliver the Security Register (or a copy thereof), together with other pertinent books and records relating to the Securities, to the successor Paying Agent/Registrar designated and appointed by the Issuer.

The provisions of Section 1.02 and of Article Five shall survive and remain in full force and effect following the termination of this Agreement.

Section 6.11. Governing Law.

This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.

By _____

Title _____

[PARA Sig Pg]

CITY OF TEMPLE, TEXAS

By _____
Mayor

#2 North Main, Temple, Texas 76501

[PARA Sig Pg]

SCHEDULE A

Paying Agent/Registrar Fee Schedules

EXHIBIT "B"

DESCRIPTION OF ANNUAL FINANCIAL INFORMATION

The following information is referred to in Section 16 of this Ordinance.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the City to be provided annually in accordance with such Section are as specified (and included in the Appendix or under the headings of the Official Statement referred to) below:

(1)	Appendix B	-	Excerpts from Annual Financial Report;
(2)	Table 1	-	Valuation, Exemptions and Ad Valorem Tax Debt;
(3)	Table 2	-	Valuation and Ad Valorem Tax Debt History;
(4)	Table 3	-	Tax Rate, Levy and Collection History;
(5)	Table 4	-	Ten Largest Taxpayers;
(6)	Table 5	-	Pro-Forma Ad Valorem Tax Debt Service Requirements;
(7)	Table 7	-	Authorized But Unissued Ad Valorem Tax Bonds;
(9)	Table 8	-	General Fund Revenues and Expenditure History; and
(10)	Table 10	-	Current Investments.

Accounting Principles

The accounting principles referred to in such Section are the accounting principles described in the notes to the financial statements referred to in the paragraph above.

COUNCIL AGENDA ITEM MEMORANDUM

DEPT./DIVISION SUBMISSION & REVIEW:

Jonathan Graham, City Attorney

ITEM DESCRIPTION: Consider adopting a resolution authorizing an agreement with the Central Texas Housing Consortium to store a Network Digital Video Recorder in the Temple Police Department.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: The Central Texas Housing Consortium ("CTHC") has requested that the City agree to store its Network Digital Video Recorder in the Temple Police Department. The Recorder will be used for recording surveillance video footage on 12 cameras installed at various properties owned by CTHC. Temple Police Department employees will be trained to utilize the surveillance system, but are not required to monitor the cameras. The term of the agreement is 5 years.

FISCAL IMPACT: No fiscal impact.

ATTACHMENTS:
Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE CENTRAL TEXAS HOUSING CONSORTIUM TO STORE A NETWORK DIGITAL VIDEO RECORDER IN THE TEMPLE POLICE DEPARTMENT; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the Central Texas Housing Consortium (CTHC) has requested that the City agree to store its network digital video recorder in the Temple Police Department;

Whereas, the digital video recorder will be used for recording surveillance video footage on 12 cameras installed at various properties owned by CTHC and Temple Police Department employees will be trained to utilize the surveillance system, but are not required to monitor the cameras;

Whereas, there is no fiscal impact to the City of Temple and term of this agreement will be for five (5) years; and

Whereas, the City Council has considered the matter and deems it in the public interest to authorize this action.

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

Part 1: The City Council authorizes the City Manager to enter into an agreement with the Central Texas Housing Consortium (CTHC), after approval as to form by the City Attorney, to store a network digital video recorder in the Temple Police Department, which will be used to record surveillance video footage on 12 cameras installed at various properties owned by CTHC.

Part 2: It is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED this the **18th** day of **July**, 2013.

THE CITY OF TEMPLE, TEXAS

_____
DANIEL A. DUNN, Mayor

ATTEST:

_____
Lacy Borgeson
City Secretary

APPROVED AS TO FORM:

_____
Jonathan Graham
City Attorney

COUNCIL AGENDA ITEM MEMORANDUM

DEPT./DIVISION SUBMISSION & REVIEW:

Gary O. Smith, Chief of Police

ITEM DESCRIPTION: Consider adopting a resolution authorizing the renewal of a Cooperative Working Agreement with Bell County for the Bell County Crime Coalition project that is administered by the Bell County Juvenile Probation Department.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: This agreement will allow Temple Police Officers assigned to investigate juvenile crimes to work with Bell County Juvenile Probation Officers in making home visits of children on court ordered probation within the City of Temple. This program has been in place for a number of years. The program provides reimbursement for the overtime pay incurred by officers performing home visits after normal business hours.

The goal of this program is to team Juvenile Police Officers with Juvenile Probation Officers to monitor and reduce technical violations of court imposed sanctions through home visits, curfew checks, and drug screening for juveniles on court ordered probation.

The term of this contract will commence on August 1, 2013 and will end on July 31, 2014.

FISCAL IMPACT: This program is funded through the Federal Juvenile Accountability Block Program, JB 98 JOC 13623. Bell County will receive grant funds and will provide a cash match. There is no requirement upon the City of Temple to provide any funding to this program. All expenditures with regard to the payment of Temple Police Officers will be reimbursed by Bell County. Should the grant funds be exhausted prior to the end date of the agreement, Bell County agrees to continue full reimbursement for the personnel costs incurred by the City of Temple.

Grant revenue and associated expenditures for the FY 2013 portion of this agreement were included in the FY 2013 budget. The grant revenue and associated expenditures for the FY 2014 portion of this agreement are included in the FY 2014 preliminary budget that was filed June 28, 2013.

ATTACHMENTS:
Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING THE RENEWAL OF A COOPERATIVE WORKING AGREEMENT BETWEEN THE CITY OF TEMPLE AND BELL COUNTY FOR THE BELL COUNTY CRIME COALITION PROJECT THAT IS ADMINISTERED BY THE BELL COUNTY JUVENILE PROBATION DEPARTMENT; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the Bell County Crime Coalition project is administered by the Bell County Juvenile Probation Department – this agreement will allow Temple Police Officers assigned to investigate juvenile crimes to work with Bell County Juvenile Probation Officers in making home visits of children on court ordered probation within the City of Temple;

Whereas, this program has been in place for a number of years and provides reimbursement for the overtime pay incurred by officers performing home visits after normal business hours;

Whereas, the goal of this program is to team juvenile police officers with juvenile probation officers to monitor and reduce technical violations of court imposed sanctions through home visits, curfew checks, and drug screening for juveniles on court ordered probation;

Whereas, the City is required to enter into a cooperative working agreement with Bell County to participate in this program – the term of this contract is from August 1, 2013 to July 31, 2014;

Whereas, the City will not be required to provide any funding for the program, and all expenditures with regard to the payment of Temple police officers will be reimbursed by Bell County; and

Whereas, the City Council has considered the matter and deems it in the public interest to authorize this action.

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

Part 1: The City Manager, or his designee, is authorized to execute a Cooperative Working Agreement between the City of Temple, Texas, and Bell County, after approval as to form by the City Attorney, for the Bell County Crime Coalition project that is administered by the Bell County Juvenile Probation Department.

Part 2: It is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED this the **18th** day of **July**, 2013.

THE CITY OF TEMPLE, TEXAS

_____

DANIEL A. DUNN, Mayor

ATTEST:

_____

Lacy Borgeson
City Secretary

APPROVED AS TO FORM:

_____

Jonathan Graham
City Attorney

COUNCIL AGENDA ITEM MEMORANDUM

DEPT./DIVISION SUBMISSION & REVIEW:

Jonathan Graham, City Attorney

ITEM DESCRIPTION: Consider adopting a resolution authorizing a renewal lease agreement with William Wilson, for lease of space in the E. Rhodes and Leona B. Carpenter Foundation Building (the Temple Public Library).

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: William Wilson currently leases Suite 301 in the Temple Public Library. Mr. Wilson has requested to renew his lease for another 12 month term. The new lease term will run from August 1, 2013 to July 31, 2014. Mr. Wilson will pay $1,814.20 per month in rent.

FISCAL IMPACT: The revenue from the lease agreement will be deposited into account 110-0000-461-0937.

ATTACHMENTS:
Lease
Resolution

LEASE FOR SPACE IN
E. RHODES AND LEONA B. CARPENTER FOUNDATION BUILDING

TERMS AND DEFINITIONS

Date:	August 1, 2013
Landlord:	City of Temple
Landlord's Address:	City of Temple, Finance Department, 2 N Main St., Temple TX 76501
Tenant:	William Wilson
Tenant's Address:	100 W Adams Ave., Suite 301 Temple TX 76501
Premises:	
Approximate Square Feet:	1,930
Suite:	301
Name of Building:	E. Rhodes and Leona B. Carpenter Foundation Building
Street Address:	100 W Adams Ave.
City, State, Zip:	Temple TX 76501
Base Rent (monthly):	1,814.20 ($0.94 per square foot)
Term (months):	12 months
Commencement Date:	August 1, 2013
Termination Date:	July 31, 2014

Use: Administrative Office, but not to include the use described in Exhibit "D."

Amount of Liability Insurance

Death/Bodily Injury: $500,000 per occurrence

Property: $100,000 per occurrence

"Rent" means base rent plus any other sums of money due Landlord by Tenant.

"Landlord" means City of Temple and its agents, employees, invitees, licensees, or visitors.

"Tenant" means Tenant and its agents, employees, invitees, licensees, or visitors.

"Essential Services" means heating, ventilating, air conditioning, water, and utility connections reasonably necessary for occupancy of the premises for the use stated above.

"Common Areas" means all facilities and areas of the building that are intended and designated by Landlord from time to time for the common, general, and nonexclusive use of all tenants of the building. Landlord shall have the exclusive control over and right to

manage the common areas.

"Building Operating Hours" means 8:00 a.m. to 9:00 p.m., Monday through Thursday; 8:00 a.m. to 6:00 p.m., Friday; 8:00 a.m. to 5:00 p.m., Saturday; 1:00 p.m. to 9:00 p.m., Sunday, except holidays.

"Parking Facility" means the facility or area described in the attached parking provisions, Exhibit "C".

LEASE CLAUSES AND COVENANTS

A. Tenant agrees to--

1. Lease the premises for the entire term beginning at 12:01 a.m. on the commencement date and ending at 11:59 p.m. on the termination date.

2. Accept the premises in their present condition **"as is,"** the premises being currently suitable for Tenant's intended use, by signing Exhibit "A".

3. Obey all laws, ordinances, orders, and rules and regulations applicable to the use, condition, and occupancy of the premises, including the rules and regulations of the building, attached as Exhibits "B", "C", and "D".

4. Pay monthly, in advance, on the first day of the month, the base rent to Landlord at Landlord's address.

5. Pay, as additional rent, all other sums due under this lease.

6. Pay a late charge of 10 percent of any rent not received by Landlord by the fifth day of the month in which it is due.

7. Pay for all utility services used by Tenant and not provided by Landlord.

8. Allow Landlord to enter the premises to perform Landlord's obligations, inspect the premises, show the premises to prospective purchasers or tenants, and place signs advertising availability for rental within 30 days of expiration of this lease.

9. Repair, replace, and maintain any part of the premises that Landlord is not obligated to repair, replace, or maintain, normal wear excepted.

10. Repair any damage to the premises or the parking facility caused by Tenant.

11. Submit in writing to Landlord any request for repairs, replacement, and maintenance that are the obligations of Landlord.

12. Maintain general/commercial liability insurance for the premises and the conduct of Tenant's business, naming Landlord as an additional insured, in the amounts stated in the basic lease terms and definitions.

13. Maintain insurance on Tenant's personal property.

14. Deliver certificates of insurance to Landlord before the commencement date and thereafter when requested.

15. ***Indemnify, defend, and hold Landlord harmless from any loss, attorney's fees, expenses, or claims arising out of use of the premises.***

16. Vacate the premises and return all keys to the premises on termination of this lease.

17. On request, execute an estoppel certificate that states the commencement and termination dates of the lease, identifies any amendments to the lease, describes any rights to extend the lease term or purchase rights, lists defaults by Landlord, and provides any other information reasonably requested.

18. Arrange with Landlord in advance for any heating, air conditioning, or electrical needs in excess of the services provided by Landlord and pay for such additional services as billed by Landlord.

B. Tenant agrees not to--

1. Use the premises for any purpose other than that stated in the basic lease terms and definitions.

2. (a) Create a nuisance, (b) interfere with any other tenant's normal business operations or Landlord's management of the building, (c) permit any waste, or (d) use the premises in any way that is extra hazardous, would increase insurance premiums, or would void insurance on the building.

3. Change Landlord's lock system.

4. Alter the premises.

5. Allow a lien to be placed on the premises.

6. Assign this lease or sublease any portion of the premises without Landlord's written consent.

C. Landlord agrees to--

1. Lease to Tenant the premises for the entire term beginning on the commencement date and ending on the termination date.

2. Obey all laws, ordinances, orders, and rules and regulations applicable to the use, condition, and occupancy of the building, and the parking facility.

3. Provide normal utility-service connections to the building.

4. Repair, replace, and maintain the (a) roof, (b) foundation, (c) parking facility and

common areas, (d) structural soundness of the exterior walls, doors, corridors, and windows, and (e) other structures or equipment serving the premises. Landlord shall not be liable to Tenant, except as expressly provided in this Lease, for any damage or inconvenience, and Tenant shall not be entitled to any damages nor to any abatement or reduction of rent by reason of any maintenance, repairs, replacements, alternations or additions made by Landlord under this Lease.

5. Insure the building and any parking facility against all risks of direct physical loss in an amount equal to at least 90 percent of the full replacement cost of the same as of the date of the loss and liability; Tenant will have no claim to any proceeds of Landlord's insurance policy.

6. Provide the following services: (a) air conditioning and heating to the premises reasonable for Tenant's use (exclusive of air conditioning or heating for electronic data processing or other specialized equipment) during building operating hours and at such other times at such additional cost as Landlord and Tenant may agree on; (b) hot and cold water for lavatory and drinking purposes; (c) janitorial service and periodic window washing; (d), elevator service, if necessary, to provide access to and from the premises; (e) electric current for normal office machines and building's standard lighting reasonable for Tenant's use; and (f) lighting in common areas and fluorescent lights in building's standard light fixtures on the premises. Failure by Landlord to any extent to provide these defined services or any other services not enumerated, or any cessation thereof, shall not render Landlord liable in any respect for damages to either person or property, be construed as an eviction of Tenant, work an abatement of rent or relieve Tenant from fulfillment of any covenant in this Lease. If any of the equipment or machinery useful or necessary for provision of utility services, and for which Landlord is responsible, breaks down or for any cause ceases to function properly, Landlord shall use reasonable diligence to repair the same promptly, but Tenant shall have no claim for rebate of rent or damages on account of any interruption in service occasioned from the repairs. Landlord reserves the right from time to time to make changes in the utilities and services provided by Landlord to the Property.

7. Make the Board Room available at no charge to Tenant with 24 hours notice unless a paying customer requests it. After use of the Board Room, Tenant agrees to return it to a clean condition. Failure to do so may result in a janitorial charge.

D. Landlord agrees not to--

1. Interfere with Tenant's possession of the premises as long as Tenant is not in default.

2. Unreasonably withhold consent to a proposed assignment or sublease.

E. Landlord and Tenant agree to the following:

1. **Alterations.** Tenant shall not make or allow to be made any alterations, physical additions or improvements in or to the Leased Premises without first obtaining the written consent of Landlord, which consent may in the sole and absolute discretion of Landlord be denied. Landlord's failure to respond in writing to Tenant's request for any alterations, physical additions or improvements within fifteen (15) days of receipt thereof shall be deemed Landlord's disapproval of such request. Any alterations, physical additions or improvements to the Leased Premises made by or installed by either party hereto shall remain upon and be surrendered with the Leased Premises and become the property of Landlord upon the expiration or earlier

termination of this Lease without credit to Tenant; provided, however, Landlord, at its option, may require Tenant to remove any physical improvements or additions and/or repair any alterations in order to restore the Leased Premises to the condition existing at the time Tenant took possession, all costs of removal and/or alterations to be borne by Tenant. This clause shall not apply to moveable equipment, furniture or moveable trade fixtures owned by Tenant, which may be removed by Tenant at the end of the term of this Lease if Tenant is not then in default and if such equipment and furniture are not then subject to any other rights, liens and interests of Landlord. Tenant shall have no authority or power, express or implied, to create or cause any mechanic's or materialmen's lien, charge or encumbrance of any kind against the Leased Premises, the Property or any portion thereof. Tenant shall promptly cause any such liens that have arisen by reason or any work claimed to have been undertaken by or through Tenant to be released by payment, bonding or otherwise within ten (10) days after request by Landlord, ***and shall indemnify and defend Landlord against liability or loss arising out of any such claim (including, without limitation, legal fees and court costs).***

2. **Signs.** No signs of any type or description shall be erected, placed or painted in or about the Leased Premises except those signs submitted to Landlord in writing and approved by Landlord in writing, and which signs are in conformity with Landlord's sign criteria established for the Property. Landlord reserves the right to remove, at tenant's expense, all signs other than signs approved in writing by Landlord under this Section E.2, without notice to Tenant and without liability to Tenant for any damages sustained by Tenant as a result thereof, and Tenant shall repair any damage caused by such removal.

3. **Abatement.** Tenant's covenant to pay rent and Landlord's covenants are independent of each other. Except as otherwise provided, Tenant shall not be entitled to abate rent, for any reason.

4. **Increase in Insurance Premiums.** If an increase in any insurance premiums paid by Landlord for the Property is caused by Tenant's use of the Leased Premises in a manner other than as set forth herein, or if Tenant vacated the Leased Premises and caused an increase in such premiums, then Tenant shall pay as additional rent the amount of such increase to Landlord. Tenant agrees to pay any amount due under this Section within ten (10) days following receipt of the invoice showing the additional rent due.

5. **Release of Claims/Subrogation.** Landlord and Tenant release each other from any claim, by subrogation or otherwise, for any damage to the premises, the building, the parking facility, if any, or personal property within the building, by reason of fire or the elements, regardless of cause, including negligence of Landlord or Tenant. This release applies only to the extent that it is permitted by law, the damage is covered by insurance proceeds, and the release does not adversely affect any insurance coverage.

6. **Notice to Insurance Companies.** Landlord and Tenant will notify the issuing insurance companies of the release set forth in the preceding paragraph and will have the insurance policies endorsed, if necessary, to prevent invalidation of the insurance coverage.

7. **Casualty/Total or Partial Destruction.** (a) If the premises are damaged by casualty and can be restored within ninety days, Landlord will, at its expense, restore the premises to substantially the same condition as they existed before the casualty. If Landlord fails to complete restoration within ninety days from the date of written notification by Tenant to

Landlord of the casualty, Tenant may terminate this lease by written notice to Landlord. (b) If the premises cannot be restored within ninety days, Landlord has an option to restore or not to restore the premises. If Landlord chooses not to restore, this lease will terminate. If Landlord chooses to restore, it will notify Tenant of the estimated time to restore and give Tenant an option to terminate this lease by notifying Landlord within ten days. If Tenant does not terminate this lease, it shall continue and Landlord shall restore the premises as provided in (a) above. (c) To the extent the premises are untenantable after the casualty and the damage was not caused by Tenant, the rent will be adjusted as may be fair and reasonable.

8. **Condemnation/Substantial or Partial Taking.** (a) If the premises cannot be used for the purposes contemplated by this lease because of condemnation or purchase in lieu of condemnation, this lease will terminate. (b) If there is condemnation or purchase in lieu of condemnation and this lease is not terminated, Landlord will, at Landlord's expense, restore the premises, and the rent payable during the unexpired portion of the term will be adjusted as may be fair and reasonable. (c) Tenant will have no claim to the condemnation award or proceeds in lieu of condemnation.

9. **Uniform Commercial Code.** Tenant grants Landlord a security interest in Tenant's personal property now or subsequently located on the premises. This lease is a security agreement under the Uniform Commercial Code. Landlord may file a copy of this lease as a financing statement.

10. **Default by Landlord/Events.** Defaults by Landlord are (a) failing to comply with any provision of this lease within thirty days after written notice or (b) failing to provide essential services to Tenant within ten days after written notice.

11. **Default by Landlord/Tenant's Remedies.** Tenant's remedies for Landlord's default are to (a) sue for damages, and (b) if Landlord does not provide an essential service for thirty days after default, terminate this lease.

12. **Default by Tenant/Events.** Defaults by Tenant are (a) failing to pay timely rent, (b) abandoning or vacating a substantial portion of the premises, or (c) failing to comply within ten days after written notice with any provision of this lease other than the defaults set forth in (a) and (b) above.

13. **Default by Tenant/Landlord's Remedies.** Landlord's remedies for Tenant's default are to (a) enter and take possession of the premises, after which Landlord may relet the premises on behalf of Tenant and receive the rent directly by reason of the reletting, and Tenant agrees to reimburse Landlord for any expenditures made in order to relet; (b) enter the premises and perform Tenant's obligations; or (c) terminate this lease by written notice and sue for damages. Landlord may enter and take possession of the premises by self-help, by picking or changing locks if necessary, and may lock out Tenant or any other person who may be occupying the premises, until the default is cured, without being liable for damages.

14. **Default/Waiver/Mitigation.** It is not a waiver of default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this lease does not preclude pursuit of other remedies in this lease or provided by law. Landlord and Tenant have a duty to mitigate damages.

15. **Security Deposit.** Contemporaneously with the execution of this Lease, Tenant shall pay to Landlord the Security Deposit, if such Deposit was not previously paid by Tenant. The Security Deposit shall be held by Landlord to secure Tenant's performance of its obligations under this Lease. The Security Deposit is not an advance payment of Rent or a measure or limit of Landlord's damages upon an Event of Default. Landlord may, from time to time following an Event of Default and without prejudice to any other remedy, use all or part of the Security Deposit to perform any obligation Tenant fails to perform hereunder. Following any such application of the Security Deposit. Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount. *Subject to the requirements of, and conditions imposed by, Laws applicable to security deposits under commercial leases, Landlord shall, within the time required by applicable Law, return to Tenant the portion of the Security Deposit remaining after deducting all damages, charges and other amounts permitted by Law. Landlord and Tenant agree that such deductions shall include, without limitation, all damages and losses that Landlord has suffered or that Landlord reasonably estimates that it will suffer as a result of any breach of this Lease by Tenant. The Security Deposit may be commingled with other funds, and no interest shall be paid thereon. If Landlord transfers its interest in the Premises, Landlord may assign the Security Deposit to the transferee and, upon such transfer and the delivery to Tenant of an acknowledgment of the of the transferee's responsibility for the Security Deposit as provided by Law, Landlord thereafter shall have no further liability for the return of the Security Deposit.*

16. **Personal Property Taxes.** Tenant shall be liable for all taxes levied against leasehold improvements, merchandise, personal property, trade fixtures and all other taxable property located in the Leased Premises. If any such taxes for which Tenant is liable are levied against Landlord or Landlord's property and if Landlord elects to pay the same or if the assessed value of Landlord's property is increased by inclusion of personal property and trade fixtures placed by Tenant in the Leased Premises and Landlord elects to pay the taxes based on such increase, Tenant shall pay to Landlord, upon demand, that part of such taxes for which the Tenant is primarily liable pursuant to the terms of this Section. Tenant shall pay when due any and all taxes related to Tenant's use and operation of its business in the Leased Premises.

17. **Holding Over.** If Tenant does not vacate the Leased Premises upon the expiration or earlier termination of this Lease, Tenant shall be at sufferance for the holdover period and all of the terms and provisions of this lease shall be applicable during that period, except that Tenant shall pay Landlord as base rental for the period of such holdover an amount equal to two times the base rent which would have been payable by Tenant had the holdover period been a part of the original term of this lease (without waiver of Landlord's right to recover damages as permitted by law). Upon the expiration or earlier termination of this Lease, Tenant agrees to vacate and deliver the Leased Premises, and all keys thereto, to Landlord upon delivery to Tenant of notice from Landlord to vacate. The rental payable during the holdover period shall be payable to Landlord on demand. No holding over by Tenant, whether with or without the consent of Landlord, shall operate to extend the term of this Lease. ***Tenant shall indemnify Landlord against all claims made by any tenant or prospective tenant against Landlord resulting from delay by Landlord in delivering possession of the Leased Premises to such other tenant or prospective tenant***.

18. **Attorney Fees.** If either party retains an attorney to enforce this lease, the prevailing party is entitled to recover reasonable attorney's fees.

19. **Venue.** Venue is in Bell County, Texas.

20. **Entire Agreement.** This lease, together with the attached exhibits and riders, is the entire agreement of the parties, and there are no oral representations, warranties, agreements, or promises pertaining to this lease or to the expressly mentioned exhibits and riders not incorporated in writing in this lease.

21. **Amendment of Lease.** This lease may be amended only by an instrument in writing signed by Landlord and Tenant.

22. **Limitation of Warranties.** There are no implied warranties of merchantability, of fitness for a particular purpose, or of any other kind arising out of this lease, and there are no warranties that extend beyond those expressly stated in this lease.

23. **Notices.** Any notice required by this lease shall be deemed to be delivered (whether or not actually received) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to Landlord or Tenant at their addresses.

24. **Abandoned Property.** Landlord may retain, destroy, or dispose of any property left on the premises at the end of the term.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals on this the ____ day of _____, 2013.

LESSOR:
THE CITY OF TEMPLE, TEXAS

_____
David A. Blackburn, City Manager

ATTEST:

_____
Lacy Borgeson
City Secretary

LESSEE:
William Wilson

_____
William Wilson

APPROVED AS TO FORM:

_____
City Attorney's Office

STATE OF TEXAS '

COUNTY OF BELL '

This instrument was acknowledged before me on the ___ day of _____, 2013, by David A. Blackburn, City Manager of the City of Temple, Texas.

_____
Notary Public, State of Texas

STATE OF TEXAS '

COUNTY OF BELL '

This instrument was acknowledged before me on the _____ day of _____, 2013, William Wilson.

_____
Notary Public, State of Texas

EXHIBIT A
ACCEPTANCE OF PREMISES

This memorandum is executed in connection with Lease for space in the E. Rhodes and Leona B. Carpenter Foundation Building in Temple, Texas, dated the _____ day of _____, 2013, between City of Temple, as Landlord, and William Wilson, as Tenant.

Tenant acknowledges and agrees that:

1. The Leased Premises (as defined In the Lease) are tenantable and accepted by Tenant as suitable for the purpose for which they were let.

2. All construction of improvements at the Leased Premises is completed, has been inspected by Tenant, and is acceptable.

3. The Rent Commencement Date of the Lease is agreed to be the 1st day of August, 2013.

4. The expiration date of the Lease is agreed to be the 31st day of July, 2014.

5. All other terms and conditions of the Lease are ratified and acknowledged to be unchanged.

Executed and delivered this ____ day of _____, 2013.

Tenant:

_____
William Wilson

EXHIBIT B
RULES AND REGULATIONS

1. Landlord agrees to furnish Tenant two keys without charge. Additional keys will be furnished at a nominal charge. Tenant shall not change locks or install additional locks on doors without prior written consent of Landlord. Tenant shall not make or cause to be made duplicates of keys procured from Landlord without prior written approval of Landlord. All keys to the Leased Premises shall be surrendered to Landlord upon termination of this Lease.

2. Tenant will refer all contractors, contractors' representatives and installation technicians rendering any service on or to the Leased Premises for Tenant to Landlord for Landlord's approval before performance of any contractual service. Tenant's contractors and installation technicians shall comply with Landlord's rules and regulations pertaining to construction and installation. This provision shall apply to all work performed on or about the Leased Premises, including installation of telephones, telegraph equipment, electrical devices and attachments and installations of any nature affecting floors, walls, woodwork, trim, windows, ceilings and equipment or any other physical portion of the Leased Premises or the Property.

3. Tenant shall not at any time occupy any part of the Leased Premises as sleeping or lodging quarters.

4 . Tenant shall not place, install or operate on the Leased Premises or in any part of the Property any engine, stove or machinery, or conduct mechanical operations or cook thereon or therein, or place or use in or about the Leased Premises or the Property any explosives, gasoline, kerosene, oil, acids, caustics, or any flammable, explosive or hazardous material without written consent of Landlord.

5. Landlord will not be responsible for lost or stolen merchandise, trade fixtures, furniture, furnishings, personal property, equipment, money or jewelry from the Leased Premises or the Property regardless of whether such loss occurs when the area is locked against entry or not.

6. No dogs, cats, fowl, or other animals shall be brought into or kept in or about the Leased Premises or Property.

7. Employees of Landlord shall not receive or carry messages for or to any Tenant or other person or contract with or render free or paid services to any Tenant or to any of Tenant's agents, employees or invitees.

8. None of the parking, plaza, recreation or lawn areas, entries, passages, doors, elevators, hallways or stairways shall be blocked or obstructed or any rubbish, litter, trash, or material of any nature placed, emptied or thrown into these areas or such area used by Tenant's agents, employees or invitees at any time for purposes inconsistent with their designation by Landlord.

9. The water closets and other water fixtures shall not be used for any purpose other than those for which they were constructed, and any damage resulting to them from misuse or by the defacing or injury of any part of the Property shall be borne by the person who shall occasion it. No person shall waste water by interfering with the faucets or otherwise.

10. No person shall disturb occupants of the Property by the use of any radios, record players,

tape recorders, musical instruments, the making of unseemly noises or any unreasonable use.

11. Nothing shall be thrown out of the windows of the Property or down the stairways or other passages.

12.(a) Tenant and its employees, agents and invitees shall park their vehicles only in those parking areas designated by Landlord. Tenant shall furnish Landlord with state automobile license numbers of Tenant's vehicles and its employees' vehicles within five (5) days after taking possession of the Leased Premises and shall notify Landlord of any changes within five (5) days after such change occurs. Tenant shall not leave any vehicle in a state of disrepair (including without limitation, flat tires, out of date inspection stickers or license plates) on the Leased Premises or the Property. If Tenant or its employees, agents or invitees park their vehicles in areas other than the designated parking areas or leave any vehicle in a state of disrepair, Landlord, after giving written notice to Tenant of such violation, shall have the right to remove such vehicles at Tenant's expense.

(b) Parking in a parking garage or area shall be in compliance with all parking rules and regulations established from time to time by Landlord. Landlord reserves the right to charge for use of parking areas, to establish reserved parking areas and to assign designated parking spaces therein for exclusive use by specified tenants, to establish any sticker or other identification system, to alter, reduce or modify any parking areas, and to take any other actions regarding the parking garage or parking area. Failure to observe the rules and regulations shall terminate Tenant's right to use the parking garage or area and subject the vehicle in violation of the parking rules and regulations to removal and impoundment. No termination of parking privileges or removal of impoundment of a vehicle shall create any liability on Landlord or be deemed to interfere with Tenant's right to possession of its Leased Premises. Vehicles must be parked entirely within the stall lines and all directional signs, arrows and posted speed limits must be observed. Parking is prohibited in areas not striped for parking, in aisles, where "No Parking" signs are posted, on ramps, in cross hatched areas, and in other areas as may be designated by Landlord. Parking stickers or other forms of identification supplied by Landlord shall remain the property of Landlord and not the property of Tenant and are not transferable. Every person is required to park and lock his vehicle. All responsibility for damage to vehicles or persons is assumed by the owner of the vehicle or its driver.

(c) The parking provisions set forth in Exhibit “C” shall govern any contrary provisions set forth in these Rules and Regulations, but only to the extent of the conflict.

13. Movement in or out of the Property of furniture or office supplies and equipment, or dispatch or receipt by Tenant of any merchandise or materials which required use of elevators or stairways, or movement through the Property entrances or lobby, shall be restricted to hours designated by Landlord. All such movement shall be under supervision of Landlord and carried out in the manner agreed between Tenant and Landlord by prearrangement before performance. Such prearrangement will include determination by Landlord of time, method, and routing of movement and limitations imposed by safety or other concerns which may prohibit any article, equipment or any other item from being brought into the Property. ***Tenant assumes, and shall indemnify Landlord against, all risks and claims of damage to persons and properties arising in connection with any said movement.***

14. Landlord shall not be liable for any damages from the stoppage of elevators for necessary or

desirable repairs or improvements or delays of any sort or duration in connection with the elevator service.

15. Tenant shall not lay floor covering within the Leased Premises without written approval of Landlord. The use of cement or other similar adhesive materials not easily removed with water is expressly prohibited.

16. Tenant agrees to cooperate and assist Landlord in the prevention of canvassing, soliciting and peddling within the Property.

17. During all hours other than regular hours, Landlord reserves the right to exclude from the Property, all persons who are not known to the Property security personnel and who do not present pass to the Property signed by the Tenant. Each Tenant shall be responsible for all persons for whom Tenant supplies a pass.

18. If any governmental license or permit shall be required for the proper and lawful conduct of Tenant's business, Tenant, before occupying the Leased Premises, shall procure and maintain such license or permit and submit it for Landlord's inspection. Tenant shall at all times comply with the terms of any such license or permit.

19. Except with the prior written consent of Landlord, Tenant shall not sell, or permit the sale from the Leased Premises of, or use or permit the use of any sidewalk or mall area adjacent to the Leased Premises for the sale of newspapers, magazines, periodicals, theater tickets or any other goods or merchandise, nor shall Tenant carry on, or permit or allow any employee or other person to carry on, business in or from the Leased Premises for the service or accommodation of occupants of any other portion of the Building, nor shall the Leased Premises be used for manufacturing of any kind, or for any business or activity other than that specifically provided for in Tenant's lease.

20. Tenant shall not install any radio or television antenna, loudspeaker or other device on the exterior walls of the Building.

21. Tenant shall not use in any space, or in the common areas of the Building, any hand trucks except those equipped with rubber tires and side guards or such other material handling equipment as Landlord may approve. No other vehicles of any kind shall be brought by Tenant into Building or kept in or about the Leased Premises without prior written approval of Landlord.

22. Tenant shall store all its trash and garbage within the Leased Premises until daily removal, of same by Tenant to such location in the Building as may be designated from time to time by Landlord. No material shall be placed in the Building trash boxes or receptacles if such material is of such nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of trash and garbage without being in violation of any law or ordinance governing such disposal.

23. Tenant shall not permit the use or the operation of any coin operated machines on the Leased Premises, including, without limitation, vending machines, video games, pinball machines, or pay telephones without the prior written consent of Landlord.

24. As used in the Lease, "holidays" means New Years Day, Martin Luther King Day, Good

Friday, Veterans Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving and day after Thanksgiving, Christmas Eve and Christmas, together with such other holidays designated by Landlord.

25. Landlord desires to maintain in the Property the highest standard of dignity and good taste consistent with comfort and convenience for Tenants. Any action or condition not meeting this high standard should be reported directly to Landlord. Your cooperation will be mutually beneficial and sincerely appreciated. Landlord reserves the right to make such other and further reasonable rules and regulations as in its Judgment may from time to time be necessary, for the safety, care and cleanliness of the Leased Premises and for the preservation of good order therein.

EXHIBIT C
PARKING PROVISIONS

This Exhibit is attached to and forms a part of the Lease dated_____, 2013, between City of Temple, as Landlord and William Wilson ("The Lease"). The terms used in this Exhibit shall have the same definitions as set forth in the Lease. The provisions of this Exhibit shall prevail over any inconsistent or conflicting provisions of the Lease.

1. Landlord hereby grants to Tenant a non-exclusive license to use the following number and types of parking spaces (the "spaces"):

Type	**Number of Spaces**
Reserved Spaces	4

The Spaces will be located in the areas designated from time to time by Landlord for tenant parking. This license is subject to the terms and conditions set forth below:

2. The Spaces shall be used only for the purpose of parking automobiles for a term commencing on the Rent Commencement Date set forth in the Lease and terminating upon the expiration or termination of the Lease for whatever reason.

3. All automobiles (including all contents thereof) shall be parked in the Spaces at the sole risk of Tenant, its employees, agents, invitees and licensees. Landlord has no duty to insure any automobiles (including the contents thereof), and Landlord is not responsible for the protection and security of such automobiles. Landlord shall have no liability whatsoever for any property damage and/or personal injury which might occur as a result of or in connection with the parking of said automobiles in any of the Spaces, ***and Tenant hereby agrees to indemnify and hold Landlord harmless from and against any and all liabilities, costs, claims, expenses, and/or causes of action which Landlord may incur in connection with or arising out of the use of the Spaces by Tenant or its employees, agents, invitees, or licensees pursuant to this Agreement***.

4. If Tenant has a license to use Reserved Spaces, Landlord will select a means of identifying individual Reserved Spaces, and Tenant will comply with procedures established by Landlord to identify the particular automobile that is authorized by Tenant to park in each individual Reserved Space. Landlord will not be liable to Tenant or any of its employees for any unauthorized automobile parking in individual Reserved Spaces. Landlord reserves the right to relocate any Reserved or Non-Reserved parking areas or Spaces from time to time, to alter, reduce or modify any parking areas, to use portions of the parking areas for free, visitor, or other parking needs of Landlord and to take any other actions regarding the parking areas.

5. This Exhibit shall not create a bailment between the parties hereto. The only relationship created between Landlord and Tenant regarding the Spaces is that of licensor and licensee, respectively.

6. In its use of the Spaces, Tenant shall follow all of the rules and regulations of the Building applicable thereto, as the same may be amended from time to time. Upon the

occurrence of any breach of such rules or any default by Tenant under the Lease, Landlord shall be entitled to terminate the license given hereby, by written notice to Tenant, in which event Tenant's right to utilize the Spaces shall thereupon automatically cease.

7. Tenant shall be responsible for ensuring that its employees and agents do not park their cars in visitor parking spaces or in parking spaces or areas, if any, reserved or designated by Landlord for the use of other tenants or for other purposes. Tenant agrees to furnish to Landlord the state automobile license numbers of automobiles of Tenant and its employees who will occupy Spaces from time to time within five (5) days from its receipt of written notice from Landlord requesting such information. Landlord shall be entitled to utilize whatever security device Landlord deems necessary (including but not limited to the issuance of parking stickers or access cards), to insure that only those tenants entitled to use Spaces in the designated parking areas are using such spaces. If Tenant, its agents or employees wrongfully park in any of the parking areas or spaces designated for the use of others, then Landlord shall be entitled and is hereby authorized to have any such automobile towed away, at Tenant's sole risk and expense, and Landlord is further authorized to impose upon Tenant an administrative fee of $25 for each such occurrence. Tenant hereby agrees to pay all amounts falling due under this section upon demand therefor.

INITIALS:

Landlord: City of Temple_____

Tenant: William Wilson_____

EXHIBIT D
PROHIBITED USES

1. Retail Banking Purposes, which shall include receiving deposits or making loans to the general public.

2. Locating any signage or advertising or any type on any portion of the Building that can be viewed from the exterior of the Building or from any common area of the Building (excluding common tenant directories).

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A LEASE RENEWAL WITH WILLIAM WILSON FOR SPACE IN THE E. RHODES AND LEONA B. CARPENTER FOUNDATION BUILDING (TEMPLE PUBLIC LIBRARY) AT A LEASE RATE OF $1,814.20 PER MONTH; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the City currently owns and leases offices in the E. Rhodes and Leona B. Carpenter Foundation Building (the Temple Public Library);

Whereas, William Wilson currently leases Suite 301 in the Temple Public Library and desires to renew his lease for another 12 month term, from August 1, 2013 to July 31, 2014, at the lease rate of $1,814.20 per month, as attached hereto as Exhibit A;

Whereas, staff recommends entering into a 12 month lease with William Wilson for space in the E. Rhodes and Leona B. Carpenter Foundation Building (Temple Public Library), expiring on July 31, 2014;

Whereas, the lease agreement allows for a 30-day termination clause should the lessee or the City desire to terminate the lease - the City has previously leased property to this tenant and finds him to be a reasonable lessee; and

Whereas, the City Council has considered the matter and deems it in the public interest to authorize this action.

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

Part 1: The City Council authorizes the City Manager, or his designee, to execute a lease renewal, after approval as to form by the City Attorney, with William Wilson who currently leases Suite 301 in the E. Rhodes and Carpenter Foundation Building (Temple Public Library) at the rate of $1,814.20 per month, as set forth in Exhibit A attached hereto and incorporated herein.

Part 2: It is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED this the **18th** day of **July**, 2013.

THE CITY OF TEMPLE, TEXAS

_____
DANIEL A. DUNN, Mayor

ATTEST:

_____
Lacy Borgeson
City Secretary

APPROVED AS TO FORM:

_____
Jonathan Graham
City Attorney

COUNCIL AGENDA ITEM MEMORANDUM

DEPT./DIVISION SUBMISSION & REVIEW:

Jonathan Graham, City Attorney

ITEM DESCRIPTION: Consider adopting a resolution authorizing a renewal lease agreement with the Bell County HELP Center for lease of space in the Public Services Building.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: The Bell County HELP Center ("HELP Center") currently leases 4,917 square feet of space in the Public Services Building (102 E Central Ave, Temple Texas 76501). The HELP Center has requested to renew its lease for another 12 month term. The new lease term will run from August 1, 2013 to July 31, 2014. The HELP Center will pay $2,684.35 per month in rent.

FISCAL IMPACT: The total lease revenue to be received from the HELP Center rent is $32,212.20 per year and will be deposited into account 110-0000-461-0237.

ATTACHMENTS:
Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A LEASE RENEWAL WITH THE BELL COUNTY HELP CENTER FOR LEASE OF SPACE IN THE PUBLIC SERVICES BUILDING; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the Bell County HELP Center currently leases 4,917 square feet of space in the Public Services Building located at 102 E. Central Avenue, Temple, Texas;

Whereas, the HELP Center desires to renew its lease for another 12 month term, from August 1, 2013 to July 31, 2013, at the lease rate of $2,684.35 per month, as attached hereto as Exhibit A;

Whereas, staff recommends entering into a 12 month lease with the Bell County HELP Center for space in the Public Services Building, expiring on July 31, 2014;

Whereas, the lease agreement allows for a 60-day termination clause should the lessee or the City desire to terminate the lease - the City has previously leased property to this tenant and finds them to be reasonable lessees; and

Whereas, the City Council has considered the matter and deems it in the public interest to authorize this action.

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

Part 1: The City Council authorizes the City Manager, or his designee, to execute a 12 month lease renewal, after approval as to form by the City Attorney, with the Bell County HELP Center for 4,917 square feet of space in the Public Services Building located at 102 E. Central Avenue, at the rate of $2,684.35 per month, as set forth in Exhibit A attached hereto and incorporated herein.

Part 2: It is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED this the **18th** day of **July**, 2013.

THE CITY OF TEMPLE, TEXAS

_____
DANIEL A. DUNN, Mayor

ATTEST:

_____
Lacy Borgeson
City Secretary

APPROVED AS TO FORM:

_____
Jonathan Graham
City Attorney

COUNCIL AGENDA ITEM MEMORANDUM

DEPT./DIVISION SUBMISSION & REVIEW:
Nicole Torralva, P.E., Public Works Director
Don Bond, P.E., City Engineer

ITEM DESCRIPTION: Consider adopting a resolution authorizing a professional services agreement with Kasberg, Patrick, & Associates, LP of Temple for Phase 1 final design of the Leon River Interceptor Project, in an amount not to exceed $458,850.

STAFF RECOMMENDATION: Adopt resolution as presented in item discussion.

ITEM SUMMARY: Current growth in south and west Temple is placing heavy demand on existing sanitary sewer collection infrastructure. A new trunk main is required to provide capacity for current and projected growth and to relieve existing infrastructure that is currently operating at or above its intended capacity and beyond its original design life. Phase 1 of this project will begin to address these needs and provide new wastewater collection services along the IH35 corridor near the Leon River.

On March 1, 2012, Council authorized a professional services agreement with KPA in an amount not to exceed $151,880 to complete preliminary design of the Leon River project extending from the Temple Belton WWTP to Poison Oak Road. An Executive Summary of the preliminary engineering report is attached. On March 15, 2012, Council authorized an agreement with Lone Star Right of Way Services, Inc. of Belton, TX, for professional services required to acquire right of way for the project.

Professional services authorized under this contract (final design for Phase 1 from the Temple Belton WWTP to the west side of IH35) will provide for final design of a lift station, 4500 feet of force main connecting the lift station with the Temple-Belton Wastewater Treatment Plant, 8400 feet of large-diameter gravity sewer interceptor, and 600 feet of later sewer mains. A breakdown of these services is as follows:

Final design		$ 363,000
Design Surveys		$ 33,000
	Subtotal	**$ 396,000**

Phase 2 Environmental	
Subsurface Investigation	$ 31,150
Soil Management Plan	$ 4,100
Easement Documents	$ 19,200
Lift Station Boundary Survey	$ 2,000
Coordination with ROW Agent	$ 6,400
Subtotal	**$ 62,850**
Total	**$ 458,850**

Time required for design is 150 days, with construction to follow.

FISCAL IMPACT: Funding for this professional services agreement in the amount of$458,850 is available in account 561-5400-535-6941, project 100851

ATTACHMENTS:
Engineer's Proposal
Preliminary Engineering Executive Summary
Project Map
Resolution

KASBERG, PATRICK & ASSOCIATES, LP
CONSULTING ENGINEERS
Texas Firm F-510

RICK N. KASBERG, P.E. R. DAVID PATRICK, P.E., C.F.M. THOMAS D. VALLE, P.E.

Temple
One South Main Street
Temple, Texas 76501
(254) 773-3731

Georgetown
1008 South Main Street
Georgetown, Texas 78626
(512) 819-9478

June 10, 2013

Mr. Don Bond, P.E., CFM
3210 E. Avenue H
Building A
Temple, Texas 76501

Re: City of Temple, Texas
Leon River Trunk Sewer, Lift Station and Force Main – Phase I Improvements

Dear Mr. Bond:

This letter proposal is in response to your request for engineering services required for final design and easement documents for the referenced project. This project includes approximately 8,400 linear feet of large diameter (30" and 36") trunk sewer, 600 linear feet of 8" lateral sewer, one package type lift station and approximately 4,500 linear feet of 4" force main which consists of Phase I Improvements as described in the Leon River Trunk Sewer Preliminary Design Report dated March 19, 2013. The attached Exhibit A is a location map which depicts the general alignment of these Phase I Improvements. Our opinion of probable construction cost for this project is $4.0 million.

In order for us to provide the services required for completion of the final design and easement documents, the following not-to-exceed lump sum amounts will be applicable:

TRUNK SEWER, LIFT STATION AND FORCE MAIN - PHASE I

I. **Basic Services**		
A. Final Design	$	363,000.00
B. Design Surveys	$	33,000.00
Subtotal Basic Services	**$**	**396,000.00**
II. **Special Services**		
A. Phase II Environmental Services		
• Limited Subsurface Investigation	$	31,150.00
• Soil Management Plan (if required)	$	4,100.00
B. Easement Documents (16 parcels)	$	19,200.00
C. Boundary Survey for Lift Station Site	$	2,000.00
D. Coordination with ROW Agent	$	6,400.00
Subtotal Special Services	**$**	**62,850.00**
TOTAL PHASE I	**$**	**458,850.00**

The cost for on-site representation is based on a ten month construction period with an average of 5 ½ hours daily representation for the Trunk Sewer, Lift Station and Force Main. Also, as part of the Special Services, KPA will coordinate with the right-of-way agent for the City to assist with technical support and attend progress meetings during the right-of-way acquisition process. Further, we will incorporate items negotiated as part of the easement agreements in the plans as required.

As you know, the Environmental Site Assessment conducted under the Preliminary Design recommended Phase II work as part of the final design. The Environmental Site Assessment Report recommends that the Phase II work consist of a Limited Subsurface Investigation in the vicinity of 4 REC's (Recognized Environmental Conditions) found along the project alignment. The primary objective of this work will be to sample a total of 33 soil borings using a hydraulic push probe rig and test for impacted soil conditions. If impacted soils are identified we would then prepare a Soils Management Plan to be used in the construction plans.

Exhibit B provides a more detailed breakdown and description of the tasks included in our Scope of Services.

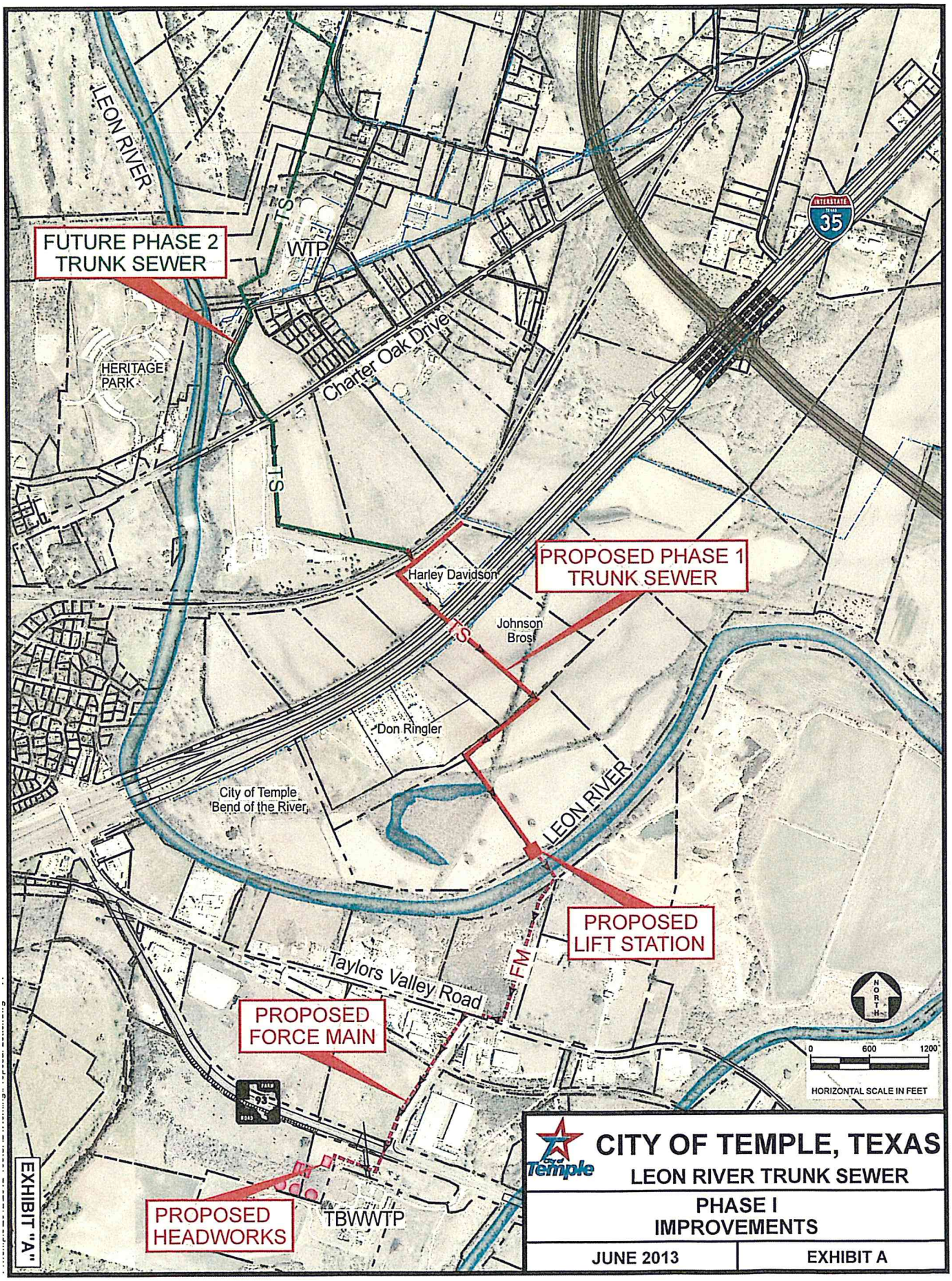
Exhibit C outlines the rates which would be used to charge for special or additional services authorized beyond the scope.

KPA will begin work once a written notice to proceed is received in our office. The Contract Documents and Specifications will be completed within a 150 calendar day period. We are available to address any questions or comments that you may have about this proposal.

Sincerely,

Rick N. Kasberg, P.E.

RNK/crc



CITY OF TEMPLE, TEXAS

LEON RIVER TRUNK SEWER

PHASE I IMPROVEMENTS

JUNE 2013	EXHIBIT A

Exhibit B – Scope of Services

City of Temple
Leon River Trunk Sewer, Lift Station and Force Main – Phase I Improvements

Kasberg, Patrick & Associates, LP
June 10, 2013

I. BASIC SERVICES

The basic services for the preparation of plans and specifications will include:

A. Final Design

1. Prepare construction drawings and specifications showing the character and extent of the project based on the accepted preliminary design documents. The construction plans will be drawn on 11-inch by 17-inch sheets (half-scale). The 11x17 prints will be used for bidding purposes and for field copies. The 11x17 prints will also be used for record drawings. This proposal includes thirty (30) sets of 11x17 prints for bidding and construction purposes.

2. Prepare plan and profile drawings of trunk sewer pipeline and force main.

3. Prepare electrical schematics and drawings for lift station controls, panels and wiring, including coordination with Oncor Electric regarding power supply.

4. Prepare drawings and details for the gravel access roadway for the lift station.

5. Prepare a revised opinion of probable total project costs based on the final drawings and specifications.

6. Coordination with US Corps of Engineers to obtain Nationwide Permit for Leon River crossing.

7. Furnish the necessary engineering data and assist in the application for a TxDOT Roadway Crossing Permit along Interstate 35 and FM 93 and Railroad Crossing.

8. Prepare and submit TCEQ 217 Submittal for Approval.

9. Basic documents related to construction contracts will be provided by the City. These will include contract agreement forms, general conditions and supplementary conditions, invitations to bid, instructions to bidders, insurance and bonding requirements and other contract-related documents. KPA will provide the technical specifications and bid schedule for the project documents. The Bid Schedule will allow for award of improvements from the TBWWTP to north of the railroad near Harley Davidson. **The remainder of the improvements from north of the railroad to the WTP will be included as an add alternate bid.**

10. Attend meetings with City Staff Members project progress meetings and plan reviews.

11. Progress meetings with City Staff for status reports and plan reviews.

B. Design Surveys

1. Field Surveys for design purposes including horizontal and vertical control and any other field surveying services during final design.

II. SPECIAL SERVICES

A. Phase II Environmental Services

1. KPA will utilize Terracon Consulting Engineers & Scientist to perform the Phase II Environmental Services as recommended in the Phase I report.

2. A total of 33 soil borings will be advanced onsite to a depth of about 15 feet below ground surface (bgs), utilizing a truck mounted hydraulic pus probe rig. Borings will be placed approximately 100-feet apart along the proposed sewer line alignment within those areas identified as RECs. A total of 14 borings are proposed for the Brazos Electric Power Coop (Area A), seven borings within the Belco Manufacturing area (Area B), and twelve borings within the Rockwool area (Area C).

3. Soil samples will be collected for both in-situ waste characterization and assessment purposes. A discrete shallow soil sample will be collected from the upper 2 to 3 feet at each drilling location. Additionally, soil samples will be collected from each boring and composited from the surface to the total depth for use in characterizing the material for disposal. Only those borings which exhibit elevated constituents of concern (COCs) will have composite samples analyzed.

4. The samples collected from Area A will be analyzed for total petroleum hydrocarbons (TPH) using Texas Method 1005 and for polychlorinated biphenyls (PCBs) using EPA Method SW-849#8082. The samples collected from Area B will be analyzed for TPH and for VOCs using EPA Method SW-846#8260. The samples collected from Area C will be analyzed for RCRA 8 Metals, plus Antimony, Thallium, Cobalt, Manganese, and Nickel using EPA Methods SW-846 #6020/7470 in addition to the above parameters. Any of the borings with samples exhibiting elevated COCs, will have the composite samples analyzed for the appropriate suite of parameters (depending on which area they are located, A, B, or C), plus TCLP metals. For the purposes of this proposal, we have assumed up to 15 composite samples may be analyzed.

5. Subsequent to receipt of final laboratory analytical data, a report documenting the results of the investigation will be prepared, that will include the following.

   a. Documentation of field activities;

   b. Site plan showing pertinent site features;

c. Soil boring logs;

d. Analytical laboratory results;

e. Data evaluation and presentation of findings; and,

f. Recommendations concerning further action, if necessary.

6. A Waste Management Plan (Plan) will be prepared to address the proper management and disposal of any affected soils which may be identified within the three areas investigated. If none of the samples collected identify any elevated COCs, **then a Plan will not be required**. The purpose of the Plan is to provide for procedures to be followed during any soil excavation operations conducted within the possible area of soil contamination. These procedures would describe the steps needed to ensure that proper health and safety precautions are followed by site construction workers during any excavation operation conducted with the suspected impacted area. This would include an evaluation of health risks associated with dermal contact with impacted soils and/or breathing of volatile organic vapors from the material as well as a description of personal protective equipment (PPE) that might be used during excavation and when it would be appropriate to utilize and/or upgrade the required PPE. Additionally, the plan would describe the procedures to follow to properly manage any impacted soil or groundwater that might be encountered during excavation operations. This would include a discussion of proper segregation of the impacted material from unaffected soils and then procedures to follow to actually handle and document the proper disposal of any contaminated material. As part of the Plan preparation, Terracon will prepare waste profile forms and obtain pre-approval to dispose of any impacted soil identified at a permitted, offsite disposal facility.

B. Easement Documents

1. KPA will utilize All County Surveying Inc. (ACS) to perform surveys and prepare easement documents for each parcel. We anticipate eleven (11) separate easement descriptions will be required.

2. Easement Documents will include field note descriptions and sketches for each property.

3. Our services do not include obtaining right of entry and acquisition of easements from impacted property owners, therefore, the cost for these services are not included in our proposal.

C. Boundary Survey for Lift Station

1. KPA will utilize All County Survey Inc. (ACS) to perform surveys and prepare field note descriptions and drawings as necessary to allow a acquisition of the lift station site.

2. The boundary survey will include setting iron pins for the property being acquired.

D. Coordination with ROW Agent

1. KPA will coordinate with the right-of-way agent for the City to assist with technical support and attend progress meetings during the right-of-way and lift station site acquisition process.

2. Incorporate items negotiated as part of the easement agreements in the plans as required.

EXHIBIT C

Charges for Additional Services

City of Temple

Leon River Trunk Sewer, Lift Station and Force Main – Phase I Improvements

POSITION	MULTIPLIER	SALARY COST/RATES
Principal	2.4	$ 60.00 – 80.00/hour
Project Manager	2.4	45.00 – 58.00/hour
Project Engineer	2.4	40.00 – 45.00/hour
Engineer-in-Training	2.4	32.00 – 40.00/hour
Engineering Technician	2.4	22.00 – 40.00/hour
CAD Technician	2.4	18.00 – 40.00/hour
Clerical	2.4	13.00 – 25.00/hour
Expenses	1.1	actual cost
Computer	1.0	15.00/hour
Survey Crew	1.1	95.00 – 120.00/hour
Registered Public Surveyor	1.0	110.00/hour
On-Site Representative	2.1	30.00 – 40.00/hour

EXECUTIVE SUMMARY

In order to enhance the potential for development in the southwest portion of the City of Temple and along the I-35 corridor, sanitary sewer improvements are required. Currently there are no existing sanitary sewer facilities along the I-35 corridor from the Leon River to the Pepper Creek crossing of I-35 to serve potential development. Likewise, there are no sanitary sewer facilities from the I-35 corridor area north to Poison Oak Road.

Realizing the need for sewer improvements in this area, the City authorized this preliminary design of the proposed improvements required to service these areas within the Leon River drainage basin.

Generally, the scope of work for preliminary design of the Leon River Trunk Sewer included the development of interim and ultimate sewerage flow projections and alignment (Trunk Sewer and Force Main) and site (Lift Station) constraints to prepare a basis of design for phased construction alternatives. The scope of work for this preliminary design also included obtaining rights of entry from impacted property owners and archaeological and environmental assessments along the project site.

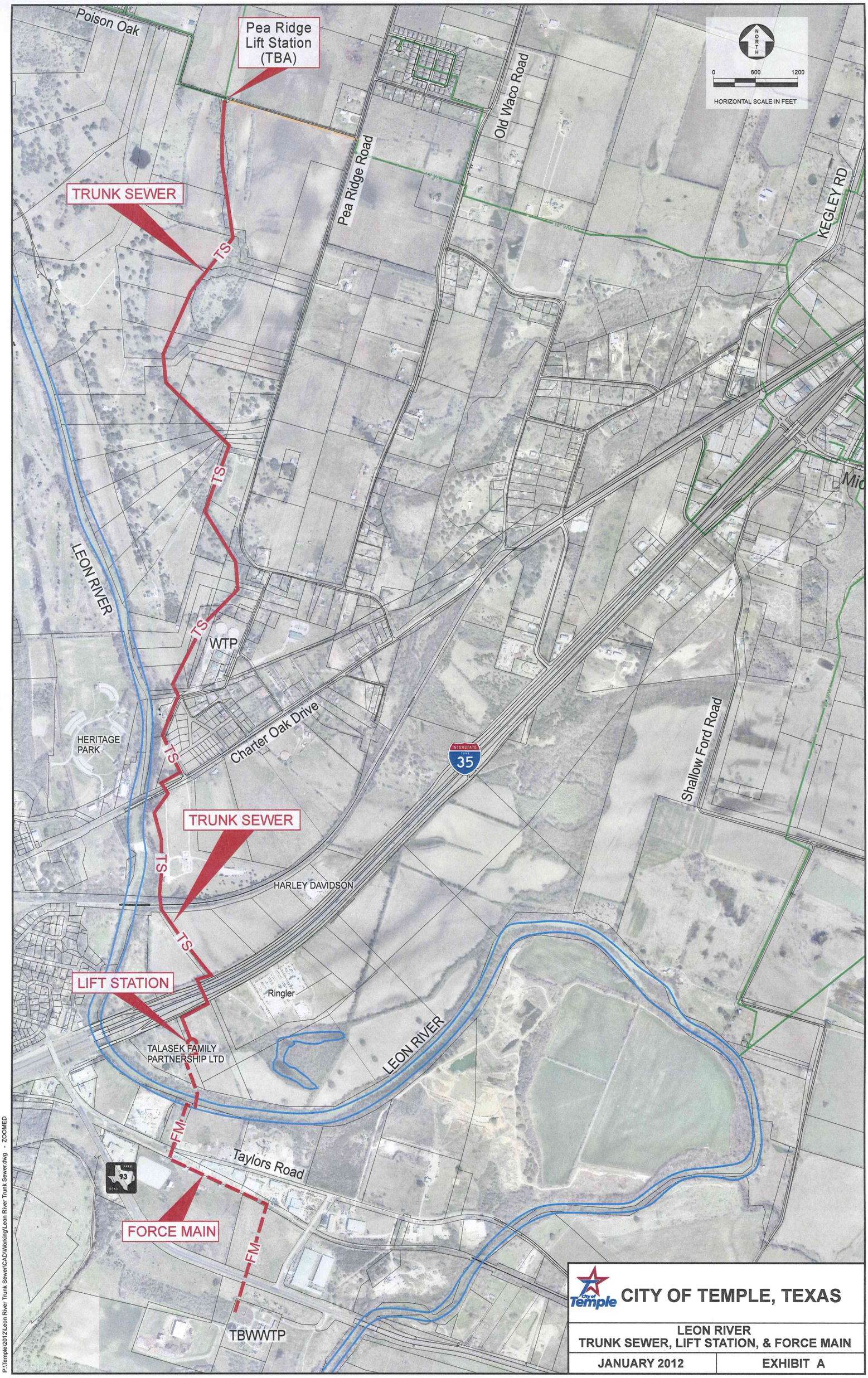
The recommended alignments and phased construction described in this report are based on the City's 2008 Wastewater Master Plan, and numerous meetings and detailed interactions with the City's Public Works Staff, Parks and Recreation Staff and impacted property owners.

The initial Phase I of this Leon River Trunk Sewer project will serve development areas along the I-35 corridor on Temple's side of the Leon River. Future Phase II Improvements will allow abandonment of the existing Pea Ridge Lift Station (recently expanded) in some 10 to 15 years. The general alignment of the Proposed Trunk Sewer, Lift Station and Force Main are shown in numerous exhibits included in this report. Phase I Improvements consist of approximately 4,200 linear feet of 36" Trunk Sewer, an interim package lift station with a capacity of 280 gallons per minute (gpm) and 4,500 linear feet of 4" Force Main.

Opinions of Probable Costs (OPC's) were prepared for both Phases of this project. These OPC's include final design, surveys, construction and right-of-way acquisition costs. The OPC's for each Phase are as follows:

Initial Phase I	- $ 3,650,000
Future Phase II	- $ 5,500,000

The Environmental Site Assessment conducted under this Preliminary Design Phase recommended Phase II work as part of the final design. It is recommended that the Phase II work consist of a Limited Subsurface Investigation in the vicinity of 4 REC's (Recognized Environmental Conditions) found along the project alignment. The primary objective of this work will be to sample a total of 33 soil borings using a hydraulic push probe rig and test for impacted soil conditions. If impacted soils are identified a Soils Management Plan should be prepared and included into the contract requirements for construction.



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CITY OF TEMPLE, TEXAS

LEON RIVER
TRUNK SEWER, LIFT STATION, & FORCE MAIN

JANUARY 2012	EXHIBIT A

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH KASBERG, PATRICK & ASSOCIATES, LP, FOR THE PHASE I FINAL DESIGN OF THE LEON RIVER INTERCEPTOR PROJECT, IN AN AMOUNT NOT TO EXCEED $458,850; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, current growth in south and west Temple has placed a heavy demand on the existing sanitary sewer collection infrastructure - a new trunk main is required to provide capacity for current and projected growth and to relieve existing infrastructure that is currently operating at or above its intended capacity and beyond its original design life;

Whereas, on March 1, 2012, City Council authorized a professional services agreement with Kasberg, Patrick & Associates, LP (KPA) to complete a preliminary design of the Leon River Interceptor Project extending from the Temple/Belton Wastewater Treatment Plant to Poison Oak Road;

Whereas, as part of the Phase I final design, KPA will provide for final design of the lift station, 4500 feet of force main connecting the lift station with the Temple/Belton Wastewater Treatment Plant, 8400 feet of large-diameter gravity sewer interceptor, and 600 feet of later sewer mains;

Whereas, funds are available for this project in the Account No. 561-5400-535-6941, Project No. 100851; and

Whereas, the City Council has considered the matter and deems it in the public interest to authorize this action.

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

Part 1: The City Council authorizes the City Manager, or his designee, to execute a professional services agreement with Kasberg, Patrick & Associates, L.P., after approval as to form by the City Attorney, for Phase I final design of the Leon River Interceptor Project, in an amount not to exceed $458,850.

Part 2: It is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED this the **18th** day of **July**, 2013.

THE CITY OF TEMPLE, TEXAS

_____

DANIEL A. DUNN, Mayor

ATTEST:

_____

Lacy Borgeson
City Secretary

APPROVED AS TO FORM:

_____

Jonathan Graham
City Attorney

COUNCIL AGENDA ITEM MEMORANDUM

DEPT./DIVISION SUBMISSION & REVIEW:
Nicole Torralva, P.E., Public Works Director
Don Bond, P.E., City Engineer

ITEM DESCRIPTION: Consider adopting a resolution authorizing an amendment to a professional services contract with Kasberg, Patrick & Associates, LP to provide final design for the Loop 363 eastbound frontage road from the Union Pacific Railroad bridge west of Martin Luther King Jr. Drive to west of existing 5th Street in an amount not to exceed $325,090.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: On March 3, 2011, Council adopted a resolution authorizing a professional services agreement with KPA to provide survey and design services for the First Street Gateway Improvements at Loop 363 in an amount not to exceed $185,000 (see attached map of the original "Gateway" scope).

On June 7, 2012, Council adopted a resolution authorizing a professional services agreement with KPA to provide survey and design services for the Loop 363/First Street Frontage Road in an amount not to exceed $288,800. Additional services are proposed as an amendment to this contract. A map depicting the scope of the eastbound frontage road scope is attached.

The work to be performed by KPA under this contract consists of providing engineering services for design of the eastbound frontage roads to include 100% design and preparation of plans, specifications and estimates (PS&E) for the relocation and reconstruction of the eastbound frontage road of Loop 363 from the UPRR Bridge west of Martin Luther King Jr. Drive to the connection west of existing 5th Street. The project consists of reconstruction of approximately 4,000 linear feet of frontage road with intersection connection to 1st Street. The timeframe for design of the project is six months. The plans will be incorporated with the current project for the Loop 363 westbound frontage road.

The revised total amount of contracts related to design of improvements at the intersection of Loop 363 with South First Street is:

March 3, 2011	$185,000
June 7, 2012	$288,800
(Amendment)	-$ 21,020
Present Item	$325,090
Total	**$777,870**

The revised final design will provide bid-ready PS&E. KPA will perform quality control and quality assurance on all deliverables associated with the project. KPA proposes to provide the additional engineering services for the following costs:

Route and Design Studies	$	10,990
Field Surveying	$	22,790
Soil Nail Wall Design	$	40,610
Electrical & Illumination Design	$	36,970
Roadway Design	$	108,890
Drainage	$	40,140
Signage, Pavement Marking & Signal	$	27,235
Miscellaneous Design	$	30,615
General Management & Coordination	$	6,850
	$	325,090

The revised preliminary OPC for the project is $10.7 million, which includes a 5% construction contingency and an estimated $120,000 for rights-of-way. At their May 29th regular meeting, the TIF Reinvestment Zone #1 (RZ) Board approved recommendation of this professional services contract for Council authorization.

FISCAL IMPACT: A Financing and Project Plan amendment has been presented to the RZ Board that will align with the 2022 Master Plan Update. The plans were amended and final adoption action was taken by Council on June 20, 2013. This project was part of that amendment which included funding of the Master Plan projects from Certificate of Obligation bonds that will be sold on July 18, 2013.

After the sale of the bonds, funding will be available for this professional services contract amendment in account 795-9800-531-6872, project 101010. TxDOT has committed to fund 50% of the construction costs related to this project.

ATTACHMENTS:
Engineer's Contract Amendment Proposal
Project Map – Gateway Scope
Eastbound Frontage Map
Resolution

KASBERG, PATRICK & ASSOCIATES, LP
CONSULTING ENGINEERS
Texas Firm F-510

RICK N. KASBERG, P.E. **R. DAVID PATRICK, P.E., C.F.M.** **THOMAS D. VALLE, P.E.**

Temple
One South Main Street
Temple, Texas 76501
(254) 773-3731

Georgetown
1008 South Main Street
Georgetown, Texas 78626
(512) 819-9478

May 10, 2013

Mr. Mohammad Farhoud, P.E.
3210 E. Avenue H
Building A
Temple, Texas 76501

Re: City of Temple
Loop 363 East Bound Frontage Road
Final Design

Dear Mr. Farhoud:

At the request of the City of Temple Reinvestment Zone #1 (TRZ), we are submitting this proposal for the above referenced project. This project will develop 100% final design for the Loop 363 east bound frontage road from the Union Pacific Railroad (UPRR) bridge west of Martin Luther King Jr. Drive to West of existing 5th Street. The plans will be incorporated with the current project for the Loop 363 West bound frontage road. The final product will be plans, specifications and estimates (PS&E) ready for bidding through the Texas Department of Transportation (TxDOT) system with the west bound frontage road of Loop 363 incorporating the current designed 1st Street plans from the Temple College Pedestrian Bridge to the intersection of Loop 363.

The work to be performed by KPA under this contract consists of providing engineering services for design of the east bound frontage roads to include 100% design and preparation of plans, specifications and estimates (PS&E) for the relocation and reconstruction of the east bound frontage road of Loop 363 from the Union Pacific Railroad Bridge west of Martin Luther King Jr. Drive to the connection west of existing 5th Street. The project consists of reconstruction of approximately 4,000 linear feet of frontage road with intersection connection to 1st Street. The timeframe for design of the project is six months.

KPA will perform all work and prepare all deliverables in accordance with the latest version of the Texas Department of Transportation's (TxDOT's) specifications, standards and manuals. Since this project will be let through the TxDOT system, whenever possible TxDOT standard drawings, specifications or previously approved special provisions and/or special specifications will be utilized. If a special provision and/or special specification must be developed, it shall be prepared in TxDOT format and, to the extent possible, incorporate references to approved TxDOT test procedures.

KPA will perform quality control and quality assurance (QA/QC) on all deliverables associated with the project. All traffic control will be in accordance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD).

The following services will be performed:

I. ROUTE AND DESIGN STUDIES

A. Data Collection – Obtain and review any existing data from the City and TxDOT. Most of this data has been previously collected so the effort will be minimal.

B. Geometric Design - Develop geometric design for the east bound frontage road, main lanes connection and 5th Street connection for the project. All designs shall be in accordance with TxDOT design guidelines and criteria.

C. Rights-of-Way Data

1. Perform sufficient property records research to obtain current ownership and deed information of affected properties current per Bell County Appraisal District Records at the time of plan development.
2. Prepare revised overall ROW Plan Sets, individual parcel plats and descriptions to be used by the designated governmental entity for required ROW acquisition and easement process.
3. Prepare metes and bounds for the entire project limits including the west bound Loop 363 frontage road, east bound Loop 363 frontage road and 1st Street.

D. Utility Coordination

Efforts to ensure utility relocations and adjustments required to accommodate the proposed project development shall include Field Surveys, Utility Adjustment Coordination and Utility Engineering Services.

1. Field surveys shall locate horizontally, crossings of all utilities. The owner and contact information shall be determined and provided.
2. A list of the utility owners contact information shall be developed from a preliminary survey and maintained throughout project development.
3. Initial notifications of the project details and expected time lines for project development shall be conveyed to all utility owners existing within the project limits.
4. A recommended identification location map shall be developed based on the potential utility conflict areas determined from the review of the existing utilities, proposed designs and record drawings is available.
5. Upon determination of required relocation and/or adjustments, intense coordination with impacted utility owners shall be initiated. Utility agreements in accordance with City and TxDOT guidelines shall be prepared and executed with each impacted utility owner. A utility conflict list and tracking report shall be developed and maintained throughout the duration of the relocation effort. Periodic reviews of utility adjustment designs shall be performed and guidance on project timelines for relocation budgeting shall be provided.

6. Coordination meetings, public and individual, shall be held as necessary to facilitate utility conflict identification and resolution.

II. PROJECT MANAGEMENT

A. Meetings
1. Prepare, attend and document Progress Meetings at the City Office.
2. Prepare, attend and document Utility Coordination Meetings.
3. Attend District Plan Review Meeting with TxDOT at the 80% and 95% completion phases.

B. General Contract Administration
1. Develop monthly invoices and progress reports.
2. Sub-consultant coordination.
3. Design coordination with the City and TxDOT.

III. FIELD SURVEYING

A. General
1. Surveys provided shall be in accordance with the "Texas State Board of Land Surveying" and the applicable sections of the TxDOT Generalized Scope of Services.
2. Survey field notes shall be submitted as requested by the City and/or TxDOT.
3. Unless previously obtained, the City of Temple shall obtain right-of-entry (ROE) agreements with property owners for the required field surveys.
4. Verify and compare previously located utility data with current ground conditions. Contact the One-Call System in advance of performing field surveys so that data collection includes ties to location of marked utilities. Reasonable attempts to coordinate with utility owners shall be made to achieve efficiency in data collection.

B. Topographic Surveys for Engineering Design and Hydraulic Analysis
1. Reasonable attempts shall be made to recover existing horizontal control points from previous work performed (if any) on this project. Additional control shall be established to adequately position horizontal control points as needed for project design activities and plan notations thereof. Control points shall be established with significant conformance to current TxDOT specifications for primary control. Where possible, reference ties to permanent features shall be provided for each established horizontal control point. Data for the horizontal control shall be based on Texas State Plane, Central Zone, NAD 83 (93) derived from the Online Positioning User Services (OPUS) solutions and verified by other measurement technologies.
2. Reasonable attempts at recovering and verifying existing vertical control shall be made. Additional benchmarks, if needed, shall be established via differential level loops from recovered known project controls. A vertical

benchmark system shall be perpetuated at approximate 1,000 foot intervals for future reference on the plans and maintained to construction, if necessary.

3. Survey files with previously obtained project data shall be compared to and merged with survey files generated through this proposal. In areas of uncertainty, changes in previous existing conditions, and/or limited topographic information, additional data shall be collected as directed by the Project Engineer.
4. Data collection shall consist of spot elevations for improvements, edge of roadway, driveways, visible or marked utilities, drainage features, centerline of roadway and grade breaks. Individual roadway cross sections shall be taken at intervals approximately 100 feet or as required to properly define the surface of the project and generate accurate Digital Terrain Models (DTMs).
5. The survey shall include topographic features within approximately 500 feet from each end of certain drainage features along the roadway or a sufficient distance to ensure and/or verify hydraulic cross sections can be developed to adequately accommodate the 100-year rainfall event. Within these limits, the survey shall extend approximately 100 feet left and right of the existing roadway centerline, provided ROE allows such access.
6. Channel cross sections shall be provided from the face of the existing drainage structures (4 sections each) to approximately 200 feet upstream and downstream. The sections shall indicate any ground breaks, top of banks, toe of slopes, water surface elevations, normal high water surface elevations (if discernible), etc., that define the actual contour of the section and the overbank area, provided ROE allows such access.
7. A stream alignment and profile extending the entire limits of the channel cross sections described above shall be developed from the channel cross section information (Friars Creek).
8. Topographic information shall include the limits of the existing concrete riprap upstream, beneath and downstream of the existing drainage features.
9. Profiles of intersecting driveways within the project limits shall extend a sufficient distance beyond the existing ROW to ensure adequate data is available to determi.ne tie-ins with proposed vertical alignment changes, provided ROE allows such access.
10. Field surveys shall provide the locations of small signs, mailboxes and other visible surface features.
11. Survey shots shall be assigned a unique point number which provides a positive identification of the point. An ASCII points file and a copy of the print out shall be provided, if requested. Each line of the output data shall contain: the point number, northing, easting, elevation and the descriptive feature code.

IV. ROADWAY DESIGN CONTROLS

A. 30% Complete Plan Set

1. Geometric Design - Using the approved schematic design provided by TxDOT, review the horizontal and vertical alignments, typical sections and resultant design cross sections to ensure compliance with current design criteria. Delineate and discuss potential deficiencies with City Staff. Review constructability of preliminary design including connections and access.
2. Typical Sections - Develop existing and proposed roadway typical sections for the Loop 363 east bound frontage road.
3. Alignment Data Sheets - Prepare horizontal and vertical alignment data sheets.
4. Plan & Profile Drawings - Prepare plan & profile sheets for Loop 363 east bound frontage road. The sheets shall include the following:
   - Critical Base map data in plan and profile (i.e. existing topography, utilities, etc.)
   - Control and benchmark data
   - Proposed roadway improvements including horizontal and vertical roadway geometry, pavement edge geometry, drainage, grading and miscellaneous related improvements
5. Intersection Layouts - Develop layouts that define all horizontal and vertical geometry for the following intersections and connections:
   - 1st Street
   - 5th Street
6. Roadway Cross-Sections - Prepare design cross-sections at intervals not to exceed 100 feet along the proposed roadway improvement length to a sufficient level of detail to support design decisions.

B. 100% Complete Plan Set

The following items shall be prepared for the project:

1. Typical Sections - Finalize typical sections prepared during the 30% completion phase.
2. Plan & Profile Drawings - Finalize plan & profile drawings prepared during the 30% completion phase.
3. Intersection Layouts - Finalize intersection and connection layouts prepared during the 30% completion phase. The following list of intersections and connections reflects the current configuration. Layouts for intersections and connections that are constructed during the plan development phase will be prepared accordingly.
   - 1st Street
   - 5th Street
4. Driveway Details - Develop typical driveway designs and summarize driveway features including material type and geometric design. Driveways shall be replaced with HMAC or concrete, conforming with existing.

5. Miscellaneous Roadway Details - Develop various details, as required, for pavement, curb, riprap, etc.
6. Removal Layouts - Prepare removal layout sheets (1"=100') showing all features that are to be removed including pavement, structures, signing, etc.
7. Roadway Cross Sections - Finalize roadway cross sections prepared during the 30% completion phase.

V. DRAINAGE

A. 30% Complete Plan Set

1. Incorporate all design surveys into computer aided drafting and develop topographies and surfaces. This data shall be utilized to develop drainage areas, hydrology and hydraulics. This shall include topographic working drawings to prepare the preliminary drainage design.
2. Develop storm water hydrology for the ultimate roadway section throughout the limits of the project. The hydrology shall be modeled utilizing HEC-HMS with TxDOT drainage criteria. The model shall incorporate the 10%, 4% and 1% annual chance storm (10-year, 25-year, and 100-year) events. Modeling shall develop storm water flows to all cross culverts and roadway conveyances. Based on the data developed, drainage infrastructure shall be designed in a preliminary format for the project area. The level of detail shall be sufficient to establish cost estimates and required easements and possession and use agreements for the construction of the proposed drainage structures and channel improvements.
3. Develop preliminary hydraulics to all cross culvert conveyances and the roadway system.
4. Develop preliminary designs for all cross drainage structures throughout the project limits.
5. Develop preliminary designs for proposed storm water collection systems for the proposed curb-and-gutter portion of the project area.
6. Determine potential utility conflicts based on preliminary design for the project area.
7. Develop preliminary drainage easement requirements for the project area.
8. Coordinate the preliminary design with the cities of Temple and TxDOT. Comments and direction shall be incorporated into final designs.

B. 100% Complete Plan Set

1. Develop final designs for all cross drainage structures within the project limits. All cross drainage structures shall be illustrated in plan profile sheets as well as detail sheets in the 100% plans. Grading to existing ground elevations shall be detailed as well as elevations for flow lines and headwalls. Hydraulic grade lines for the 4% and 1% annual chance storm (25-year and 100-year) events shall be illustrated in the profile views. Designs for conveyance to reduce erosion shall be completed and detailed in the plans.

2. Develop final designs for the storm water collection system for the curb-and gutter portion of the project limits. Flow lines shall be detailed as well as hydraulic grade lines for the 20% and 1% annual chance storm (5-year and 100-year) events. All drainage infrastructures shall be designed and presented in the plans in plan and profile.
3. Design storm water conveyance to existing streams and channel ways. Design shall include conveyance for positive drainage and shall check current water surface elevations to proposed water surface elevations after project completion.
4. Determine potential utility conflicts based on final design for the project area. Existing utility locations shall be illustrated in the drainage plan profile sheets.
5. Develop final drainage easement requirements for the project area. Limits of permanent drainage easements shall be kept to a minimum. Layouts for drainage easements shall be prepared for review with the City and TxDOT. Details will be provided for the production of metes and bounds for acquisition.
6. Prepare a global Drainage Area Map for the entire project limits and a separate network Drainage Area Map delineating drainage area boundaries for the storm sewer designs.
7. Prepare Hydraulic Data Sheets as appropriate reflecting the results of the hydraulic analyses and designs for proposed cross road culverts and storm sewer systems.
8. Prepare a Hydraulic Report, documenting the results of the hydrologic studies, hydraulic analysis and designs. Include the preliminary Hydraulic Data and Drainage Area Map sheets.
9. Develop summary of final quantities for all drainage infrastructure and prepare cost estimates based on current bid data.
10. Coordinate with the City of Temple and TxDOT to review the final drainage design, phasing for the project, utility conflicts and relocations, etc. All comments and direction shall be incorporated into final designs.
11. Storm Water Pollution Prevention Plans (SW3P) - Develop SW3P, on separate sheets from (but in conformance with) the Traffic Control Plan (TCP), to minimize potential impact to receiving waterways. The SW3P shall include text describing the plan, quantities, type and locations of erosion control devices and any required permanent erosion control measures.

VI. SIGNING, MARKINGS AND SIGNALIZATION

A. 30% Complete Plan Set

Preliminary traffic signal design plans shall be modified for the intersection with 1st Street because signal design and operation shall impact the geometric design of the intersection.

B. 100% Complete Plan Set

The following items shall be prepared for the intersection of Loop 363 and 1st Street:

1. Signing and Markings Layouts - Prepare signing and pavement markings layouts for the east bound Loop 363 frontage road and connections to 1st Street and 5th Street. The layouts shall include the signing and striping, roadway layout, centerline with stationing, culverts and other structures, existing signs to remain, to be removed or to be relocated, proposed signs and proposed permanent markings including pavement markings, object markers and delineation. Prepare details in accordance with TMUTCD, TxDOT Sign Crew Field Book, and the applicable TxDOT Standards.
2. Summary of Small Signs Tabulation - Prepare and complete standard summary of small signs sheet.
3. Sign Details - Prepare details for signs not included in the State's standard details sheets.
4. Intersection Layouts - Prepare detailed signing and striping layouts at the following intersections for the modified east bound Loop 363 frontage road:
   - 1st Street
   - 5th Street
5. Traffic Signal Plans - Modify detailed traffic signal installation plans for the intersection of Loop 363 and 1st Street for the new alignment of the east bound Loop 363 frontage road.

VII. MISCELLANEOUS DESIGN

A. 30% Complete Plan Set

1. Traffic Control Plans (TCP), Detours and Sequence of Construction – A conceptual TCP shall be developed including sequence of construction and the existing and proposed traffic control devices (including signs, barricades, pavement markings, etc.). The TCP shall be based on phasing construction to allow traffic flow. The TCP shall also include the evaluation of temporary drainage throughout the construction process to ensure positive flow during construction. TCP shall be based on the TMUTCD and the latest TxDOT Standards. Plan sheets shall include:
   - Sequence of construction narrative
   - Traffic control typical sections for each phase of construction
   - Advance Warning Signs
   - TCP Phasing Overview Layout
   - TCP layouts showing work zones, number of lanes open, advance warning signs, typical sections and any necessary detour geometry
   - Intersection phasing layouts, including temporary signal plans

2. Miscellaneous Drawings - Prepare the following miscellaneous drawings:
   - Title Sheet
   - Index of Sheets
3. Illumination and Electric
   - Design electrical connections to proposed illumination for the west bound and east bound lanes of Loop 363.
   - Design illumination for the intersection of Loop 363 and 1st Street (Spur 290) in accordance with TxDOT standards.
   - Coordinate with Oncor Electric for connections to existing service
4. Cost Estimates - Prepare a construction cost estimate for the 30% design.

B. 100% Complete Plan Set

1. Traffic Control Plans TCP, Detours and Sequence of Construction - A detailed TCP shall be developed including sequence of construction and the existing and proposed traffic control devices (including signs, barricades, pavement markings, etc.). The TCP shall be based on phasing construction to allow traffic flow. The TCP shall also include the design of temporary drainage throughout the construction process to ensure positive flow during construction. TCP shall be based on the TMUTCD and the latest TxDOT Standards. Plan sheets shall include:
   - Sequence of construction narrative
   - Traffic control typical sections for each phase of construction
   - Advance Warning Signs
   - TCP Phasing Overview Layout
   - TCP layouts showing work zones, number of lanes open, advance warning signs, typical sections and any necessary detour geometry
   - Intersection phasing layouts, including temporary signal plans
   - Any necessary miscellaneous drawings relevant to traffic control
   - Traffic Control Standard sheets
   - Traffic Control Summary of Quantity Tables
2. Illumination and Electric
   - Develop final electrical and illumination design based on preliminary design.
   - Develop final illumination for the intersection of Loop 363 and 1st Street (Spur 290) in accordance with TxDOT standards based on preliminary design.
   - Coordinate with Oncor for final service for the project.
   - Prepare specifications for the project with respect to electrical connections and illumination in accordance with TxDOT requirements.
   - Develop opinions of probable cost for the electrical portion of the project.

3. Summary of Quantities - Prepare quantity summary sheets for the following quantities:
   - Removals
   - Roadway (including earthworks)
   - Driveways
   - Drainage
   - Small Signs
   - Large Signs
   - Pavement Markings
   - Traffic Signals
   - SW3P
   - Electric
   - Illumination
4. Cost Estimates - Prepare detailed construction cost estimates.
5. General Notes and Specifications - Using the latest TxDOT Waco District's Master General Notes, identify required general notes. Also, develop project specific general notes for the items required. Specifications shall be based on TxDOT's Standard Specifications for Construction of Highways, Streets and Bridges (2004). TxDOT Special Provisions, TxDOT Special Specifications and City of Temple requirements shall be incorporated as necessary. Any additional special provisions or special specifications shall be prepared for TxDOT approval, using TxDOT's standard format.
6. Standard Drawings - Select the standard TxDOT drawings applicable to the project. Statewide Standard Sheets shall be obtained electronically from the TxDOT internet site to the extent practicable or otherwise directly from TxDOT. TxDOT Waco District Standard Sheets will be obtained electronically from the TxDOT Waco District website to the extent practicable or otherwise directly from TxDOT.
7. Bid Proposal- Prepare the project bid proposal that shall include the following:
   - General Notes
   - Standard and Special Specifications
   - Special Provisions
   - Reference Item list
   - Bid Tabulation Sheets
   - Applicable Legal Documents (To be provided to KPA)
8. Miscellaneous Drawings - Prepare the following miscellaneous drawings:
   - Title Sheet / Index of Sheets
   - Environmental Permits, Issues and Commitments (EPIC) Sheet
   - Project Layout

The following scope of work for the east bound Loop 363 Frontage Road can be completed for the lump sum price of $325,090. Attached is a breakdown of project costs. We are pleased to submit this proposal and look forward to the benefit it will bring the City of Temple.

SOIL NAIL WALL DESIGN	$	40,610.00
ELECTRICAL AND ILLUMINATION DESIGN	$	36,970.00
ROADWAY DESIGN	$	108,890.00
DRAINAGE	$	40,140.00
SIGNING, PAVEMENT MARKING & SIGNAL	$	27,235.00
MISC. DESIGN	$	30,615.00
GENERAL MANAGEMENT & COORDINATION	$	6,850.00
TOTAL	**$**	**325,090.00**

Sincerely,

R. David Patrick, P.E., CFM

ATTACHMENT "C"

Charges for Additional Services

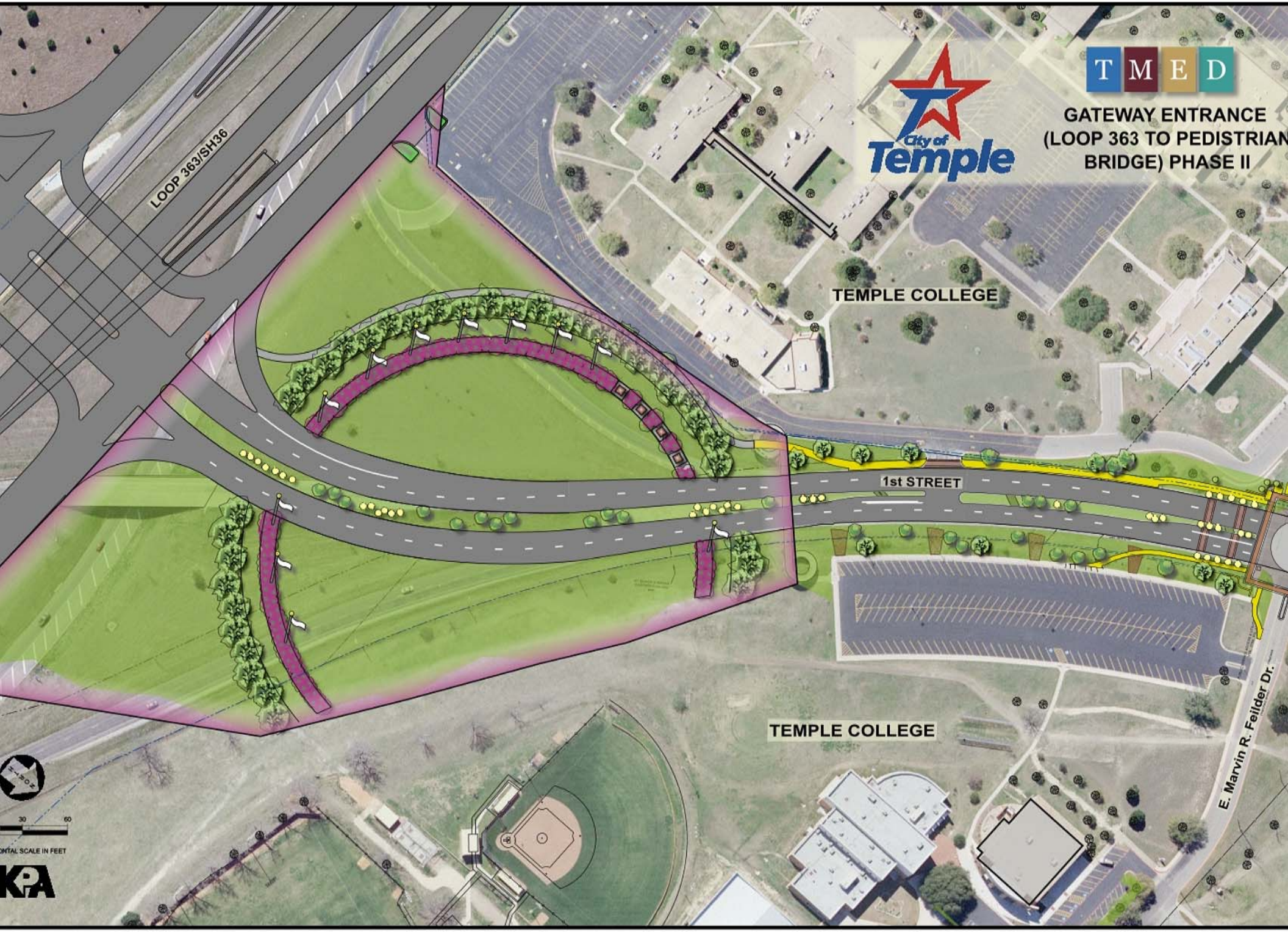
City of Temple
Loop 363 East Bound Frontage Road
Final Design

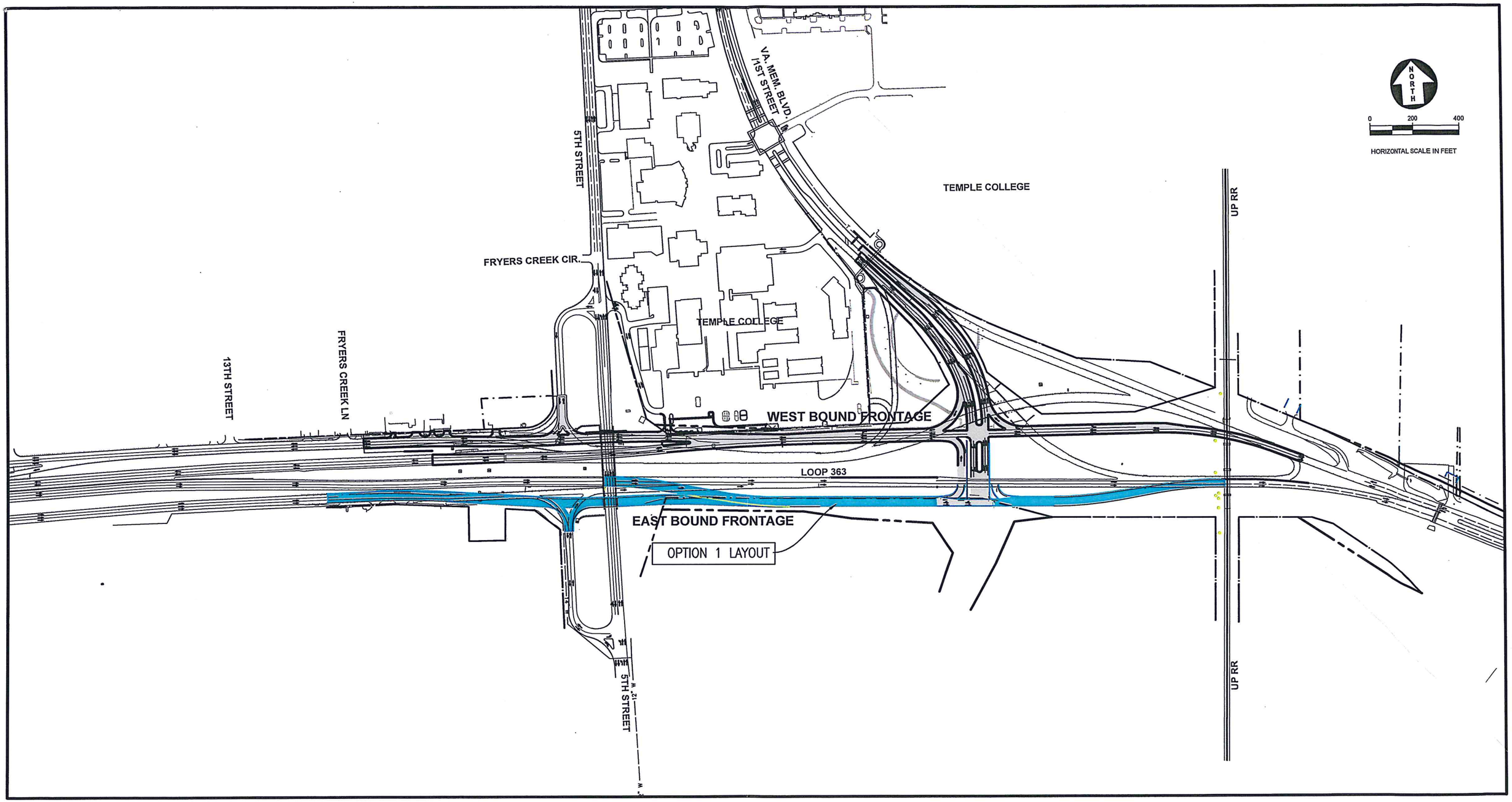
POSITION	MULTIPLIER	SALARY COST/RATES
Principal	2.4	$ 75.00 – 95.00/hour
Project Manager	2.4	60.00 – 75.00/hour
Project Engineer	2.4	50.00 – 60.00/hour
Engineer-in-Training	2.4	40.00 – 50.00/hour
Engineering Technician	2.4	35.00 – 50.00/hour
CAD Technician	2.4	30.00 – 50.00/hour
Clerical	2.4	15.00 – 30.00/hour
Expenses	1.1	actual cost
Computer	1.0	15.00/hour
Survey Crew	1.1	125.00 – 160.00/hour
Registered Public Surveyor	1.0	130.00/hour
On-Site Representative	2.1	30.00 – 40.00/hour

LOOP 363 EAST BOUND FRONTAGE ROAD								
	DESCRIPTION	PRINCIPAL	PROJECT MANAGER	PROJECT ENGINEER	EIT	CADD ENGR TECH	CLERICAL	TOTAL
	ROUTE AND DESIGN STUDIES							
1	Data Collection	2	4					$ 990.00
2	Geometric Design	2	4	10	16	30		$ 7,610.00
3	Site Visits	4	4					$ 1,340.00
4	Project Coordination	6						$ 1,050.00
	SUBTOTAL HOURS	14	12	10	16	30	0	
	SUBTOTAL COST	$ 2,450.00	$ 1,920.00	$ 1,400.00	$ 1,920.00	$ 3,300.00	$ -	$ 10,990.00
	FIELD SURVEYING							
1	ACS Coordination	2				4		$ 790.00
2	ACS Design Surveys and metes and bounds							$ 22,000.00
	SUBTOTAL HOURS	2	0	0	0	4	0	
	SUBTOTAL COST	$ 350.00	$ -	$ -	$ -	$ 440.00	$ -	$ 22,790.00
	SOIL NAIL WALL DESIGN							
1	Terracon Coordination	2				6		$ 1,010.00
2	Terracon Soil Nail Wall Design							$ 39,600.00
	SUBTOTAL HOURS	2	0	0	0	6	0	
	SUBTOTAL COST	$ 350.00	$ -	$ -	$ -	$ 660.00	$ -	$ 40,610.00
	ELECTRICAL AND ILLUMINATION DESIGN							
1	McCreary and Associates Coordination	2				2		$ 570.00
2	Electrical and Illumination Design							$ 36,400.00
	SUBTOTAL HOURS	2	0	0	0	2	0	
	SUBTOTAL COST	$ 350.00	$ -	$ -	$ -	$ 220.00	$ -	$ 36,970.00
	ROADWAY DESIGN							
1	Geometric Design	4	18	26	30	48		$ 16,100.00
2	Typical Sections	2	8	18	28	30		$ 10,810.00
3	Alignment Data Sheets	4	8	16	20	28		$ 9,700.00
4	Roadway Plan & Profile Sheets	6	26	36	34	54		$ 20,270.00
5	Intersection Layouts	2	4	10	18	24		$ 7,190.00
6	Driveway Details	2	4	8	16	26		$ 6,890.00
7	Miscellaneous Roadway Details	2	6	10	18	28		$ 7,950.00
8	Removal Layouts	2	6	8	14	20		$ 6,310.00
9	Construction Phasing	2	4	12	18	26		$ 7,690.00
10	Roadway Cross Sections	4	16	24	34	48		$ 15,980.00
	SUBTOTAL HOURS	26	82	142	200	284	0	
	SUBTOTAL COST	$ 4,550.00	$ 13,120.00	$ 19,880.00	$ 24,000.00	$ 31,240.00	$ -	$ 108,890.00
	DRAINAGE							
1	Hydrologic Calculations	1	2	6	8	4		$ 2,735.00
2	Hydraulic Calculations	1	2	14	16	4		$ 4,815.00
3	Drainage Area Maps	1	2	4	4	4		$ 1,975.00
4	Hydraulic Data Sheets	1	2	4	14	14		$ 4,275.00
5	Culvert Layouts	4	12	18	22	42		$ 12,400.00
6	Storm Sewer Plan and Profile Sheets	4	12	14	16	26		$ 9,360.00
7	Miscellaneous Drainage Details		2	6	12	18		$ 4,580.00
	SUBTOTAL HOURS	12	34	66	92	112	0	
	SUBTOTAL COST	$ 2,100.00	$ 5,440.00	$ 9,240.00	$ 11,040.00	$ 12,320.00	$ -	$ 40,140.00

Loop 363 Frontage Road from West of MLK to 5th Street

	SIGNING, PAVEMENT MARKINGS & SIGNALIZATION							
1	Signing and Pavement Marking Layouts	2	4	12	18	28		$ 7,910.00
2	Summary of Small Signs Tabulation	1	2	4	6	6		$ 2,435.00
3	Sign Details		1	2	2	4		$ 1,120.00
4	Sign Panel Details	1	1	2	2	4		$ 1,295.00
5	Intersection/Connection Layouts	4	8	14	20	26		$ 9,200.00
6	Relocation for Traffic Signal	1	2	8	14	18		$ 5,275.00
	SUBTOTAL HOURS	9	18	42	62	86	0	
	SUBTOTAL COST	$ 1,575.00	$ 2,880.00	$ 5,880.00	$ 7,440.00	$ 9,460.00	$ -	$ 27,235.00
	MISC. DESIGN							
1	Traffic Control/Traffic Phasing/Detours	10	20	32	42	54		$ 20,410.00
3	Summary of Quantities	2	2	6	14	14		$ 4,730.00
4	Cost Estimate	2	2	6	14			$ 3,190.00
5	Construction Days Estimate	1	1	2	2			$ 855.00
6	Plan and Specification Production	2					18	$ 1,430.00
	SUBTOTAL HOURS	17	25	46	72	68	0	
	SUBTOTAL COST	$ 2,975.00	$ 4,000.00	$ 6,440.00	$ 8,640.00	$ 7,480.00	$ -	$ 30,615.00
	GENERAL MANAGEMENT / COORDINATION							
1	Progress Meetings	6	10					$ 2,650.00
2	Contract Management and Coordination	24						$ 4,200.00
	SUBTOTAL HOURS	30	10	0	0	0	0	
	SUBTOTAL COST	$ 5,250.00	$ 1,600.00	$ -	$ -	$ -	$ -	$ 6,850.00
	PROJECT TOTAL	114	181	306	442	592	0	$ 325,090.00


City of Temple
TMED
GATEWAY ENTRANCE
(LOOP 363 TO PEDISTRIAN
BRIDGE) PHASE II
LOOP 363/SH36
TEMPLE COLLEGE
1st STREET
TEMPLE COLLEGE
E. Marvin R. Feilder Dr.
30
60
ONTAL SCALE IN FEET
KPA



TXDOT PRELIMINARY FRONTAGE RD. ALIGNMENT

KPA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF TEMPLE, TEXAS, AND KASBERG, PATRICK & ASSOCIATES, L.P., TO PROVIDE FINAL DESIGN FOR THE LOOP 363 EAST BOUND FRONTAGE ROAD FROM THE UNION PACIFIC RAILROAD (UPRR) BRIDGE WEST OF MARTIN LUTHER KING JR. DRIVE, TO WEST OF EXISITING 5TH STREET, IN AN AMOUNT NOT TO EXCEED $325,090; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, on March 3, 2011, City Council adopted a resolution authorizing a professional services agreement with Kasberg, Patrick & Associates, LP to provide survey and design services for the First Street Gateway Improvements at Loop 363, in an amount not to exceed $185,000;

Whereas, on June 7, 2012, City Council adopted a resolution authorizing a professional services agreement with Kasberg, Patrick & Associates to provide survey and design services for the Loop 363/First Street Frontage Road in an amount not to exceed $288,800 – additional services are proposed as an amendment to this contract;

Whereas, the work performed by Kasberg, Patrick & Associates, L.P. under this contract consists of providing engineering services for design of the east bound frontage roads to include 100% design and preparation of plans, specifications and estimates for the relocation and reconstruction of the east bound frontage road of Loop 363 from the Union Pacific Railroad Bridge west of Martin Luther King Jr. Drive to the connection west of existing 5th street;

Whereas, funds for the amendment to the contract with Kasberg, Patrick & Associates, LP are available for this project in Account No. 795-9800-531-6872, Project No. 101010; and

Whereas, the City Council has considered the matter and deems it in the public interest to authorize this action.

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

Part 1: The City Council authorizes the City Manager, or his designee, to execute an amendment to a professional services agreement between the City of Temple, Texas, and Kasberg, Patrick & Associates, L.P., after approval as to form by the City Attorney, to provide final design for the Loop 363 east bound frontage road from the Union Pacific Railroad bridge west of Martin Luther King, Jr. Drive to west of existing 5th Street, in an amount not to exceed $325,090.

Part 2: It is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED this the **18th** day of **July**, 2013.

THE CITY OF TEMPLE, TEXAS

_____

DANIEL A. DUNN, Mayor

ATTEST:

_____

Lacy Borgeson
City Secretary

APPROVED AS TO FORM:

_____

Jonathan Graham
City Attorney

COUNCIL AGENDA ITEM MEMORANDUM

DEPT./DIVISION SUBMISSION & REVIEW:
Nicole Torralva, P.E., Public Works Director
Don Bond, P.E., CFM, City Engineer

ITEM DESCRIPTION: Consider adopting a resolution authorizing a construction contract with Insituform Technologies, LLC of Chesterfield, MO, for construction of Phase 3 of the Bird Creek Interceptor Project in an amount not to exceed $828,228.50.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: The existing Bird Creek Interceptor (shown on the attached map), built in the mid-1950's, provides wastewater service to many neighborhoods, restaurants and commercial developments, draining an area approximately 6,200 acres in size through the middle of Temple. Over the years, the wastewater line has deteriorated, taking in additional flows during rain events. These excess flows and line condition have led to unauthorized sanitary sewer discharges into Bird Creek. This project, phased and implemented over several years, is targeted toward reducing overflows and rehabilitating infrastructure, ultimately providing for increased capacity within the wastewater collection system.

Phase 1 and Phase 2 of the project (both north of Loop 363) have been completed. Phase 3, from Wagon Trail to Lions Park, will rehabilitate approximately 3,100 linear feet of 30 inch diameter wastewater main. Remaining phases will be constructed in future years.

On July 9th, three (3) bids were received. Per the attached bid tabulation, Insituform Technologies submitted the low bid in the amount of $828,228.50. The engineer has reviewed the information submitted and believes that the low bid submitted by Insituform is a fair and reasonable amount for the scope of work to be performed (engineer's letter of recommendation is attached). Construction of the project is anticipated to last 210 days and be complete by Spring 2014.

FISCAL IMPACT: Funding in the amount of $1,200,000 has been appropriated in account 561-5400-535-6925, project #100980 for construction of the project.

ATTACHMENTS:
Engineer's Letter of Recommendation
Bid Tabulation
Project Map
Resolution

JACOBS™

2705 Bee Cave Road, Suite 300
Austin, Texas 78746
1.512.314.3100 Fax 1.512.314.3135

July 10, 2013

Salvador Rodriguez, P.E.
City of Temple
3210 E. Ave. H., Building A
Temple, TX 76501

Re: Bird Creek Wastewater Replacement – Phase 3

Dear Mr. Rodriguez,

Bids were received for the subject project on July 9, 2013 at 3:00 pm. Enclosed is a copy of the bid tabulation form, which shows the three (3) bids that were received. The low bidder is Insituform Technologies, LLC of Chesterfield, MO, at a base bid of $828,228.50.

Jacobs has reviewed the information submitted by all bidders. It is our opinion that Insituform is qualified to perform the required scope of work. It is also our opinion that the low bid submitted by Insituform is a fair and reasonable amount for the scope of work to be performed. We hereby recommend award of the contract to Insituform Technologies, LLC in the amount of $828,228.50.

Jacobs appreciates the opportunity to provide this information to the City of Temple. If you have any questions or need additional information, please feel free to contact me at (512) 314-3100.

Sincerely,

Roman D. Grijalva, P.E., PMP
Sr. Project Manager
Jacobs Engineering Group Inc.

W/enclosures

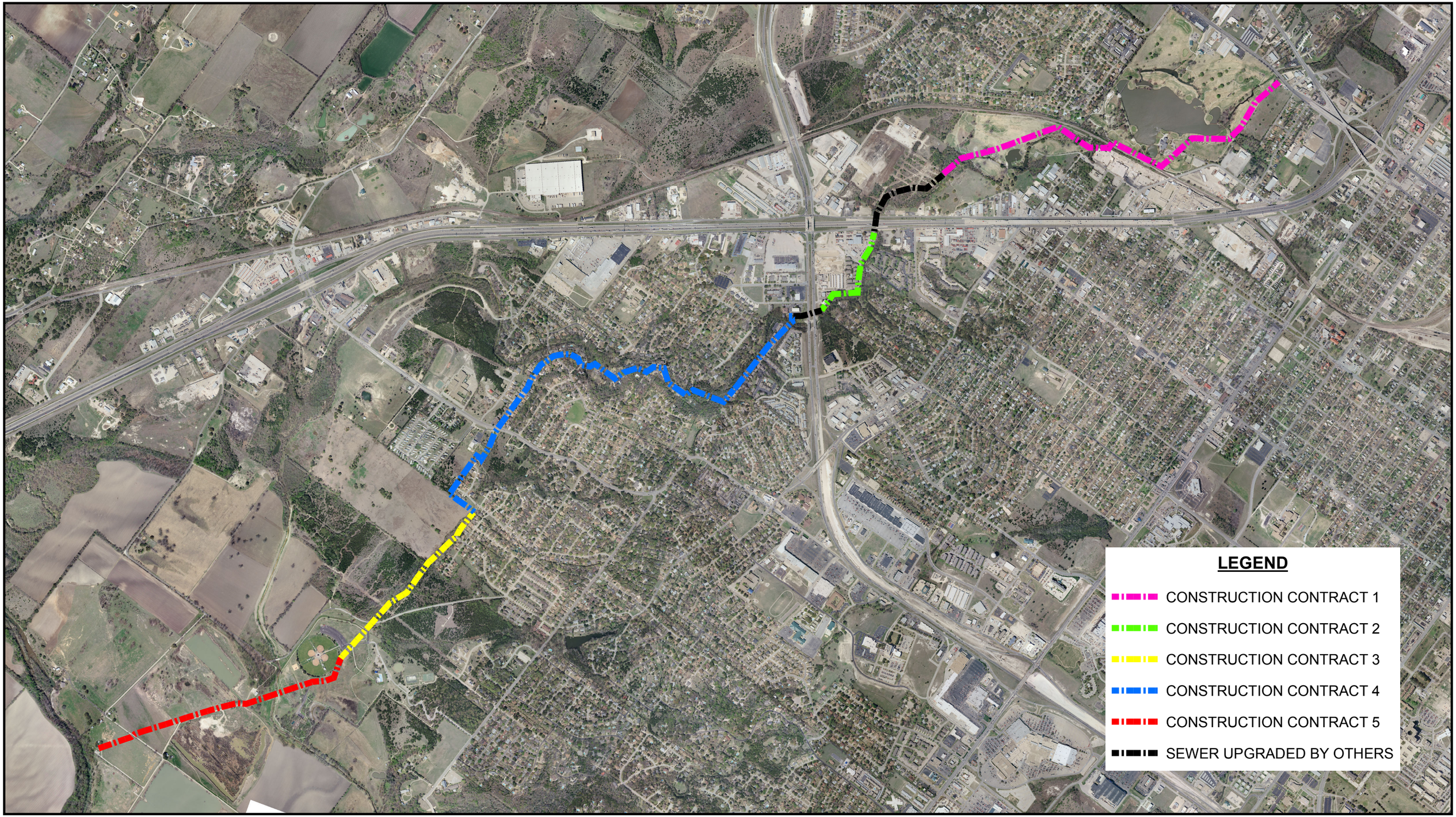
City of Temple
Bird Creek Wastewater Replacement - Phase 3
July 09, 2013
Bid Tabulation

Item No.	Reference	Item Description	Unit	Quantity	Insituform Technologies, LLC		Layne Inliner, LLC		IPR South Central LLC	
1	105.4	Construction Stakes, for _____ Dollars and _____ Cents per LS, complete and in place.	LS	1	$ 6,500.00	$ 6,500.00	$ 7,000.00	$ 7,000.00	$ 7,200.00	$ 7,200.00
2	107.19.3	Trench Safety, for _____ Dollars and _____ Cents per LF, complete and in place.	LF	210	$ 12.00	$ 2,520.00	$ 13.00	$ 2,730.00	$ 13.25	$ 2,782.50
3	201.5	Silt Fence, for _____ Dollars and _____ Cents per LF, complete and in place.	LF	3980	$ 2.00	$ 7,960.00	$ 2.00	$ 7,960.00	$ 2.15	$ 8,557.00
4	201.11	Stabilized Construction Entrance, for _____ Dollars and _____ Cents per EA, complete and in place.	EA	2	$ 5,000.00	$ 10,000.00	$ 3,000.00	$ 6,000.00	$ 1,800.00	$ 3,600.00
5	202.6	Seeding Turfgrass, for _____ Dollars and _____ Cents per LS, complete and in place.	LS	1	$ 12,000.00	$ 12,000.00	$ 16,000.00	$ 16,000.00	$ 17,000.00	$ 17,000.00
6	203.1.1	Clearing and Grubbing, for _____ Dollars and _____ Cents per LS, complete and in place	LS	1	$ 23,000.00	$ 23,000.00	$ 15,000.00	$ 15,000.00	$ 13,250.00	$ 13,250.00
7	502.1	6' Diameter Standard Manhole (6' depth), for _____ Dollars and _____ Cents per EA, complete and in place	EA	8	$ 9,400.00	$ 75,200.00	$ 12,000.00	$ 96,000.00	$ 13,000.00	$ 104,000.00
8	502.1	6' Manhole Extra Depth, for _____ Dollars and _____ Cents per VF, complete and in place	VF	48	$ 500.00	$ 24,000.00	$ 925.00	$ 44,400.00	$ 1,550.00	$ 74,400.00
9	502.1	7' Diameter Standard Manhole, for _____ Dollars and _____ Cents per EA, complete and in place	EA	1	$ 15,000.00	$ 15,000.00	$ 18,000.00	$ 18,000.00	$ 20,000.00	$ 20,000.00
10	507	Pipe, 30" PVC ASTM F679 PS46, all depths, including excavation and backfill, for _____ Dollars and _____ Cents per LF, complete and in place	LF	210	$ 280.00	$ 58,800.00	$ 300.00	$ 63,000.00	$ 238.00	$ 49,980.00
11	SS507	Bypass Pumping for Construction, for _____ Dollars and _____ Cents per LS, complete and in place	LS	1	$ 170,000.00	$ 170,000.00	$ 150,000.00	$ 150,000.00	$ 195,000.00	$ 195,000.00
12	Sht. 07	Inside Drop Manhole Connection, for _____ Dollars and _____ Cents per EA, complete and in place	EA	1	$ 7,500.00	$ 7,500.00	$ 8,000.00	$ 8,000.00	$ 8,500.00	$ 8,500.00
13	601.1	Preconditioning and Cleaning of Sewer Pipeline, for _____ Dollars and _____ Cents per LF, complete and in place	LF	2883	$ 10.00	$ 28,830.00	$ 5.00	$ 14,415.00	$ 5.00	$ 14,415.00
14	601.1	Heavy Cleaning of Sewer Pipeline, for _____ Dollars and _____ Cents per LF, complete and in place.	LF	100	$ 20.00	$ 2,000.00	$ 30.00	$ 3,000.00	$ 25.00	$ 2,500.00
15	601.1	Root Removal, for _____ Dollars and _____ Cents per LF, complete and in place	LF	100	$ 4.00	$ 400.00	$ 30.00	$ 3,000.00	$ 4.00	$ 400.00
16	602.2	Pre-construction Closed Circuit TV Inspection of Sewer, for _____ Dollars and _____ Cents per LF, complete and in place	LF	2883	$ 2.00	$ 5,766.00	$ 2.00	$ 5,766.00	$ 5.00	$ 14,415.00
17	602.2	Post-construction Closed Circuit TV Inspection of Sewer, for _____ Dollars and _____ Cents per LF, complete and in place	LF	2883	$ 0.50	$ 1,441.50	$ 2.00	$ 5,766.00	$ 2.00	$ 5,766.00
18	SS601.3	CIPP Lining, for _____ Dollars and _____ Cents per LF, complete and in place.	LF	2883	$ 117.00	$ 337,311.00	$ 115.00	$ 331,545.00	$ 120.00	$ 345,960.00
19	SS700	Mobilization, for _____ Dollars and _____ Cents per LS, complete and in place	LS	1	$ 30,000.00	$ 30,000.00	$ 30,000.00	$ 30,000.00	$ 20,000.00	$ 20,000.00

ALLOWANCE ITEMS

1	SS106	Allowance for No. 1, Water For Cleaning and Construction	LS	1	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00
2	SS601.3	Allowance for No. 2, CIPP Testing	LS	1	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00

Itemized Summation	$ 828,228.50	$ 837,582.00	$ 917,725.50
Contractor submitted bid	$ 828,228.50	$ 837,582.00	$ 917,725.50



N

1" = 1,500'

JACOBS™

TEXAS REGULATION NO. 2966
2705 BEE CAVE RD, SUITE 300
AUSTIN, TEXAS 78746
(512) 314-3100

BIRD CREEK INTERCEPTOR
TEMPLE, TEXAS

COMPLETED AND REMAINING WORK

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A CONSTRUCTION CONTRACT WITH INSITUFORM TECHNOLOGIES, LLC OF CHESTERFIELD, MISSOURI, FOR CONSTRUCTION OF PHASE 3 OF THE BIRD CREEK INTERCEPTOR PROJECT, IN AN AMOUNT NOT TO EXCEED $828,288.50; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the existing Bird Creek Interceptor was built in the 1950's and provides wastewater service to many neighborhoods, restaurants and commercial developments, draining an area approximately 6,200 acres in size through the middle of Temple;

Whereas, over the years, this wastewater line has deteriorated, taking in additional flows during heavy rain events which has led to unauthorized sanitary sewer discharges into Bird Creek;

Whereas, Phase 1 and 2 of the project have been completed and Phase 3 will rehabilitate approximately 3,100 linear feet of 30 inch diameter wastewater main;

Whereas, on July 9, 2013, three bids were received and the engineer has reviewed the information submitted by Insituform Technologies, LLC and believes it to be a fair and reasonable amount for the scope of work which needs to be performed;

Whereas, funds are available for this project in Account No. 561-5400-535-6925, Project # 100980; and

Whereas, the City Council has considered the matter and deems it in the public interest to authorize this action.

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

Part 1: The City Council authorizes the City Manager, or his designee, to execute a construction contract with Insituform Technologies, LLC of Chesterfield, Missouri, after approval as to form by the City Attorney, for construction of Phase 3 of the Bird Creek Interceptor Project, in an amount not to exceed $828,228.50.

Part 2: It is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED this the **18th** day of **July**, 2013.

THE CITY OF TEMPLE, TEXAS

_____

DANIEL A. DUNN, Mayor

ATTEST:

_____

Lacy Borgeson
City Secretary

APPROVED AS TO FORM:

_____

Jonathan Graham
City Attorney

COUNCIL AGENDA ITEM MEMORANDUM

DEPT./DIVISION SUBMISSION & REVIEW:
Nicole Torralva, P.E., Public Works Director
Kenny Henderson, Director of Street and Drainage Services

ITEM DESCRIPTION: Consider adopting a resolution authorizing a construction contract with Highway Intelligent Traffic Solutions of Lancaster for the construction of a traffic signal at FM 93 and South 5th Street in the amount of $98,057.82.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: The City of Temple has adopted a Transportation Capital Improvement Program (TCIP) in which public safety and signalized intersection improvements are identified. One of the locations scheduled for improvements is the intersection of FM 93 and South 5th Street, which has met minimum traffic warrants for installation of a traffic signal.

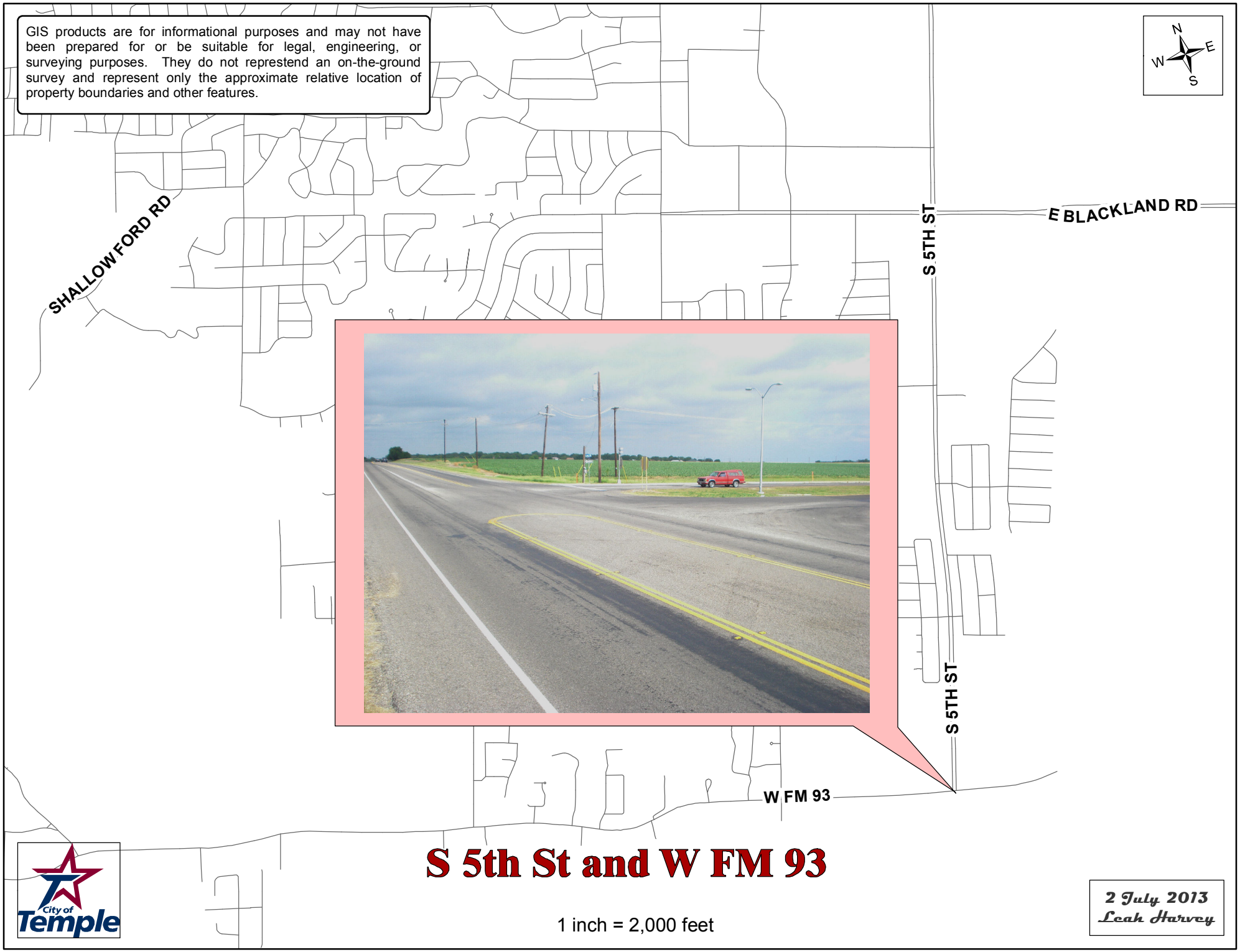
A warrant study was completed by the Street Services Department in January of 2008, determining the need for a traffic signal at this location. Installation of this traffic signal along a TxDOT roadway has been approved by TxDOT.

On June 18th, 2013 the City received two (2) bids for the construction of the traffic signal at FM 93 and South 5th Street. Bids received are shown on the attached bid tabulation. Highway Intelligent Traffic Solutions submitted the low bid in the amount of $98,057.82. Since the City has not done business with Highway Intelligent Traffic Solutions in the past, reference checks were performed. The engineer and City staff recommends authorizing this construction contract with Highway Intelligent Traffic Solutions, as presented.

FISCAL IMPACT: Funding in the amount of $98,057.82 is available in account 365-2800-532-6810, project 100504 for the construction of the traffic signal at FM 93 and South 5th Street. This project was approved as part of the FY 2013 TCIP.

ATTACHMENTS:
Project Area Map
Bid Tabulation
Resolution

GIS products are for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. They do not represtend an on-the-ground survey and represent only the approximate relative location of property boundaries and other features.



S 5th St and W FM 93

1 inch = 2,000 feet

2 July 2013
Leah Harvey

Tabulation of Bids Received
on June 18, 2013 at 2:15 p.m.
Traffic Signal Construction (FM 93 and South 5th Street)
Bid# 28-03-13

	Bidders	
	Austin Traffic Signal Construction Round Rock, TX	Highway Intelligent Traffic Solutions Lancaster, TX
Description		
Total Bid Price	$124,108.00	$104,264.64
Bid Bond	5%	5%
Bond Requirement Affidavit	Yes	Yes
Credit Check Authorization	Yes	Yes

I hereby certify that this is a correct and true tabulation of all bids received.

Note: Highlighted bid is recommended for Council approval

Belinda Mattke *18-Jun-13*

Belinda Mattke, Director of Purchasing Date

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH HIGHWAY INTELLIGENT TRAFFIC SOLUTIONS OF LANCASTER, TEXAS, FOR THE CONSTRUCTION OF A TRAFFIC SIGNAL AT FM 93 AND SOUTH 5TH STREET, IN THE AMOUNT OF $98,057.82; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the City of Temple has adopted a Transportation Capital Improvement Program (TCIP) in which public safety and signalized intersection improvements are identified;

Whereas, one of the locations scheduled for improvement is the intersection of FM 93 and south 5th Street, which has met minimum traffic warrants for the installation of a traffic signal;

Whereas, a warrant study was completed by the Streets Services Department in January of 2008 to determine the need for a traffic signal at this intersection – installation of this traffic signal, along a TxDOT roadway has been approved by TxDOT;

Whereas, on June 18, 2013, the City received two bids for construction of the traffic signal at FM 93 and south 5th Street and staff recommends accepting the bid received from Highway Intelligent Traffic Solutions of Lancaster, Texas;

Whereas, this project was approved as part of the 2013 TCIP – funds are available in Account No. 365-2800-532-6810, Project No. 100504; and

Whereas, the City Council has considered the matter and deems it in the public interest to authorize this action.

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

Part 1: The City Council authorizes the City Manager, or his designee, to execute a contract between the City of Temple, Texas, and Highway Intelligent Traffic Solutions, of Lancaster, Texas, after approval as to form by the City Attorney, for the construction of a traffic signal at FM 93 and south 5th Street, in the amount of $98,057.82, as part of the 2013 Transportation Capital Improvement Program.

Part 2: It is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED on this the **18th** day of **July**, 2013.

THE CITY OF TEMPLE, TEXAS

_____

DANIEL A. DUNN, Mayor

ATTEST:

_____

Lacy Borgeson
City Secretary

APPROVED AS TO FORM:

_____

Jonathan Graham
City Attorney

COUNCIL AGENDA ITEM MEMORANDUM

DEPT./DIVISION SUBMISSION & REVIEW:
Nicole Torralva, P.E., Public Works Director
Kenny Henderson, Director of Street and Drainage Services

ITEM DESCRIPTION: Consider adopting a resolution authorizing a construction contract with Highway Intelligent Traffic Solutions of Lancaster for the construction of a traffic signal at Westfield Boulevard and West Adams Avenue in the amount of $104,264.64.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: The City of Temple has adopted a Transportation Capital Improvement Program (TCIP) in which public safety and signalized intersection improvements are identified. One of the locations scheduled for improvements is the intersection of Westfield Boulevard and West Adams Avenue, which has met minimum traffic warrants for the installation of a traffic signal.

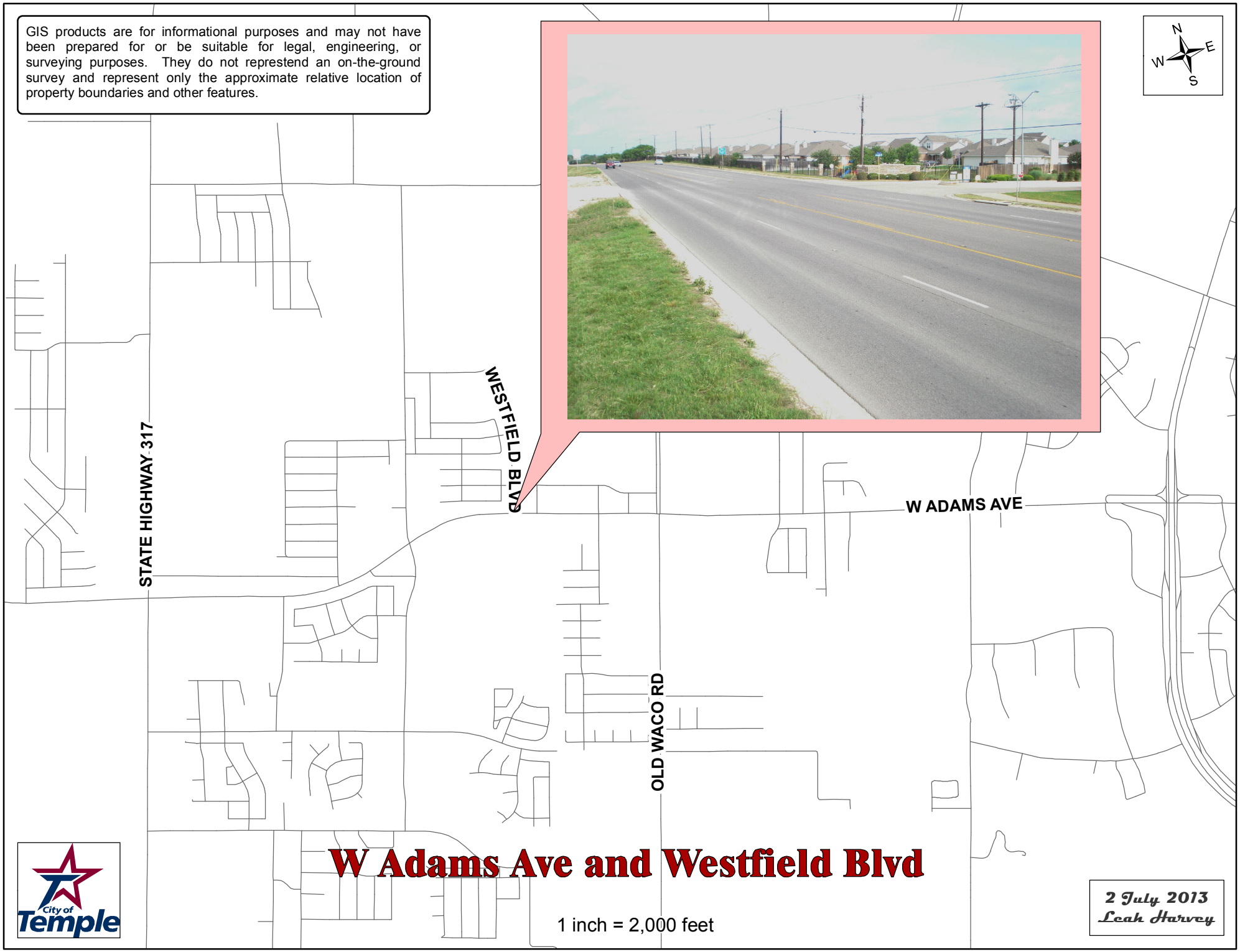
A warrant study was completed by the Street Services Department in September 2012, determining the need for a traffic signal at this location. Installation of this traffic signal along a TxDOT roadway has been approved by TxDOT. Installation of this signal will not only service existing residential and commercial properties in this area, but also growth and new BISD campus improvements currently underway north of this intersection.

On June 18th, 2013 the City received two (2) bids for construction of the traffic signal at Westfield Boulevard and West Adams Avenue. Bids received are shown on the attached tabulation. Highway Intelligent Traffic Solutions submitted the low bid in the amount of $104264.64. Since the City has not done business with Highway Intelligent Traffic Solutions in the past, reference checks were performed. The engineer and City staff recommends authorizing this construction contract to Highway Intelligent Traffic Solutions, as presented.

FISCAL IMPACT: Funding in the amount of $104,264.64 is available in account 365-2800-532-6810, project #100956 for the construction of the traffic signal at Westfield Boulevard and West Adams Avenue.

ATTACHMENTS:
Project Area Map
Bid Tabulation
Resolution

GIS products are for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. They do not represtend an on-the-ground survey and represent only the approximate relative location of property boundaries and other features.



W Adams Ave and Westfield Blvd

1 inch = 2,000 feet

2 July 2013
Leah Harvey

Tabulation of Bids Received
on June 18, 2013 at 2:00 p.m.
Traffic Signal Construction (Westfield Blvd and West Adams Ave)
Bid# 28-04-13

	Bidders	
	Austin Traffic Signal Construction Round Rock, TX	Highway Intelligent Traffic Solutions Lancaster, TX
Description		
Total Bid Price	$121,870.76	$98,724.82
Bid Bond	5%	5%
Bond Requirement Affidavit	Yes	Yes
Credit Check Authorization	Yes	Yes

I hereby certify that this is a correct and true tabulation of all bids received.

Note: Highlighted bid is recommended for Council approval

Belinda Mattke *18-Jun-13*

Belinda Mattke, Director of Purchasing Date

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH HIGHWAY INTELLIGENT TRAFFIC SOLUTIONS OF LANCASTER, TEXAS, FOR THE CONSTRUCTION OF A TRAFFIC SIGNAL AT WESTFIELD BOULEVARD AND WEST ADAMS AVENUE, IN THE AMOUNT OF $104,264.64; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the City of Temple has adopted a Transportation Capital Improvement Program (TCIP) in which public safety and signalized intersection improvements are identified;

Whereas, one of the locations scheduled for improvement is the intersection of Westfield Boulevard and west Adams Avenue, which has met minimum traffic warrants for the installation of a traffic signal;

Whereas, a warrant study was completed by the Streets Services Department in September of 2012 which determined the need for a traffic signal at this intersection – installation of this traffic signal, along a TxDOT roadway has been approved by TxDOT;

Whereas, the installation of this signal will not only service existing residential and commercial properties in this area, but also growth and the new Belton Independent School District campus improvements currently underway north of this intersection;

Whereas, on June 18, 2013, the City received two bids for construction of the traffic signal at Westfield Boulevard and west Adams Avenue and staff recommends accepting the bid received from Highway Intelligent Traffic Solutions of Lancaster, Texas;

Whereas, this project was approved as part of the 2013 TCIP – funds are available in Account No. 365-2800-532-6810, Project No. 100956; and

Whereas, the City Council has considered the matter and deems it in the public interest to authorize this action.

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

Part 1: The City Council authorizes the City Manager, or his designee, to execute a contract between the City of Temple, Texas, and Highway Intelligent Traffic Solutions, of Lancaster, Texas, after approval as to form by the City Attorney, for the construction of a traffic signal at Westfield Boulevard and west Adams Avenue in the amount of $104,264.64, as part of the 2013 Transportation Capital Improvement Program.

<u>Part 2:</u> It is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED on this the **18th** day of **July**, 2013.

THE CITY OF TEMPLE, TEXAS

_____
DANIEL A. DUNN, Mayor

ATTEST:

_____
Lacy Borgeson
City Secretary

APPROVED AS TO FORM:

_____
Jonathan Graham
City Attorney

COUNCIL AGENDA ITEM MEMORANDUM

DEPT./DIVISION SUBMISSION & REVIEW:
Nicole Torralva, P.E., Public Works Director
Lisa Sebek, Director of Solid Waste Services

ITEM DESCRIPTION: Consider adopting a resolution authorizing the purchase of 16,536 plastic 96-gallon recycling containers for the Solid Waste Services Division of Public Works from Toter, Inc. of Statesville, NC, utilizing a National IPA cooperative contract, in the amount of $769,890.16.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: Over the past two years, a pilot residential curbside recycling program has been in effect, providing for curbside residential recycling pick up once per week. Through council discussion and direction, this pilot program will be implemented city-wide in January 2014. The purchase of additional curbside containers for remaining residential customers inside the city limits is necessary to prepare for program implementation. This item is for the initial purchase of these 96-gallon residential curbside recycling containers for the remaining 16 routes.

Current pricing on the National IPA bid contract for shipping to Temple is $46.5584 each. A review of recent bids and buy board prices show that this is a good cost per container. The city has done business with Toter, Inc., in the past and finds them to be a responsible vendor. Utilizing this contract through the National IPA cooperative purchasing organization satisfies competitive bidding requirements.

FISCAL IMPACT: Funding for the containers will be from the 2013 Limited Tax Notes to be sold on July 18, 2013. The funds for the containers will be appropriated in the account listed below.

Description	Account #	Budget	Proposed Expenditure
96 Gallon Carts	351-2300-540-2211	$769,900	$769,890.16

ATTACHMENTS:
Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING THE PURCHASE OF 16,536 PLASTIC 96-GALLON RECYCLING CONTAINERS FOR THE SOLID WASTE SERVICES DIVISION OF PUBLIC WORKS, FROM TOTER, INC., OF STATESVILLE, NORTH CAROLINA, UTILIZING THE NATIONAL IPA COOPERATIVE CONTRACT, IN THE AMOUNT OF $769,890.16; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, over the past two years, a pilot residential curbside recycling program has been in effect, providing for curbside residential recycling pick up once per week – in January 2014, the pilot program will be implemented city-wide;

Whereas, the purchase of additional curbside containers is necessary to prepare for the programs implementation – current pricing per container is $46.5584 each;

Whereas, the City has done business with Toter, Inc. in the past and finds them to be a responsible vendor – utilizing the National IPA Cooperative Purchasing Contract satisfies competitive bidding requirements;

Whereas, funds are available for this purchase in Account No. 351-2300-540-2211; and

Whereas, the City Council has considered the matter and deems it in the public interest to authorize this action.

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

Part 1: The City Council authorizes the purchase of 16,536 plastic 96-gallon recycling containers from Toter, Incorporated, of Statesville, North Carolina, for the Solid Waste Division, utilizing the National IPA Cooperative Contract, in preparing of the implementation of the city wide recycling program, in the amount of $769,890.16.

Part 2: The City Council authorizes the City Manager, or his designee, to execute any documents, after approval as to form by the City Attorney, that may be necessary for this purchase.

Part 3: It is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED this the **18th** day of **July,** 2013.

THE CITY OF TEMPLE, TEXAS

_____

DANIEL A. DUNN, Mayor

ATTEST:

_____

Lacy Borgeson
City Secretary

APPROVED AS TO FORM:

_____

Jonathan Graham
City Attorney

COUNCIL AGENDA ITEM MEMORANDUM

DEPT. / DIVISION SUBMISSION & REVIEW:

Beverly Zendt, Interim Director of Planning

ITEM DESCRIPTION: SECOND READING - Z-FY-13-22: Consider adopting an ordinance authorizing a zoning change from Commercial District (C) to Planned Development –Commercial (PD-C) on 29.659± acres of land out of the Uri Holbrook Survey, Abstract No. 1009, City of Temple, Bell County, Texas, being a portion of that 99.39 acre tract of land conveyed by deed and recorded in Volume 1858, Page 292, of the Deed Records of Bell County, Texas, located at the southeast corner of North General Bruce Drive and NE H K Dodgen Loop.

PLANNING AND ZONING COMMISSION RECOMMENDATION: At its June 17, 2013 meeting, the Planning and Zoning Commission voted 9/0 to recommend approval of the proposed rezoning.

STAFF RECOMMENDATION: Adopt ordinance as presented in item description, on second and final reading.

Staff recommends approval of the requested zoning change to Planned Development – Commercial (PD-C) for the following reasons:

- Although the proposed development is not consistent with the future land use designation, the lack of residential development in this area and the existing current commercial zoning designation of the subject tract and surrounding tracts to the east, west, and south suggest the likelihood of commercial development in this general area over time. Additionally, the subject property is located at the intersection of two expressways, I-35 and HK Dodgen Loop and is appropriate for commercial development.
- The request complies with the Thoroughfare Plan; and
- Public facilities will be available to subject property.

ITEM SUMMARY: The applicant is requesting a zoning change from Commercial to Planned Development-Commercial for the purpose of constructing a 60,000 SF Buc-ee's travel/convenience center located on the southeast corner of I-35 and NE HK Dodgen. The development will occur on a 29 acre site and will provide a total of 829 parking spaces and 88 fueling locations (pumps). Because of the unique development requirements of the proposed project, the applicant is requesting rezoning the property to Planned Development-Commercial (PD-C) and is meeting all General Development standards with some additional consideration given to I-35 Overlay District standards. The developer has proposed the following development components more fully depicted in the attached development plan documents (site plan, landscape plans, sign detail, and building elevations/plan view).

Landscaping

A total of 15% of the total site are will be landscaped. The developer has submitted a complete landscape plan fully depicted in the attached development plans proposing, but not limited to, the following improvements:

- A total of 40 interior and terminal parking islands with 80- 3" caliper Shumard Oaks (2 each) enhanced with pavers and either Asian Jasmine ground cover (interior and terminal) and bordered with Knock Out Roses (terminal);
- A I-35 landscape buffer approximately 20' in depth with 25-1.5" caliper Natchez Crape Myrtles and 13-1.5" caliper Muskogee Crape Myrtles;
- A landscape buffer on the north property line approximately 20' in depth with 5-1.5" caliper Natchez Crape Myrtles, 10-1.5" caliper Muskogee Crape Myrtles, and 9- 3" caliper Southern Live Oaks;
- A landscape buffer along south property lines with 12-3" caliper Mexican Sycamores and 6-1.5" caliper Muskogee Crape Myrtles; and
- 6-1.5" caliper Muskogee Crape Myrtles at the east entrance.

Building Materials and Architecture

The developer has submitted a full elevation plans and building plan view. The proposed building is modeled after Buc-ee's #22 located in New Braunfels. The developed has proposed a portico style entrance on the primary (main) and side (north and south) entrances that are offset 21'. Additional 5' offsets are provided along the primary (front) façade of the building. The primary materials used will include:

- Stone
- Concrete tilt wall
- Exterior insulation and finishing system (EIFS), and
- Aluminum (frames).

Building materials will be provided in accordance with the following percentages:

East (rear of building)
Aluminum Frames and 1" insulated Glazing = 2.88%

Stone = 2.88%
EIFS paint on concrete tilt wall= 91.53%
H.M. doors = 2.44%

North (left side from front of building)
Stone = 57.72%
EIFS = 35.39%
Aluminum Frames and 1” insulated Glazing = 9.3%

South (right side from front of building)
Stone = 55.42%
EIFS = 35.21%
Aluminum Frames and 1” insulated Glazing = 9.3%

West (front of building)
Aluminum Frames and 1” insulated Glazing = 11.68%
Stone = 63.32%
EIFS = 30%
Building entrances will be offset approximately 18’

Screening and Buffering
Trash compactor areas will be enclosed and will be 100 % stone on all 3 sides, gate to enclosure is heavy gage metal, color to match EIFS building colors.

Signage
A 100’ pole sign featuring the Buc-ee’s logo is proposed consistent with their corporate standard and similar to the sign located at Buc-ee’s #22 in New Braunfels.

SURROUNDING PROPERTY AND USES: The following table shows the subject property, existing zoning and current land uses:

Location	Zoning	Current Use	Photo
Subject Property	**C**	**Undeveloped**	

Location	Zoning	Current Use	Photo
East	**C**	**Undeveloped**	
North Across NE HK Dodgen Loop	**AG**	**Undeveloped**	
South	**C**	**Undeveloped**	
West across I-35	**C**	**Commercial Uses: Convenience Store/ Fuel Station, drive-thru restaurant**	

<u>COMPREHENSIVE PLAN COMPLIANCE:</u> The proposed rezoning relates to the following goals, objectives or maps of the Comprehensive Plan and Sidewalk and Trails Plan:

Document	Policy, Goal, Objective or Map	Compliance?
CP	Map 3.1 - Future Land Use and Character (FLUP)	N*
CP	Map 5.2 - Thoroughfare Plan	Y*
CP	Goal 4.1 - Growth and development patterns should be consistent with the City's infrastructure and public service capacities	Y*
STP	Temple Trails Master Plan Map and Sidewalks Ordinance	Y*

CP = Comprehensive Plan STP = Sidewalk and Trails Plan

*Future Land Use and Character Plan (FLUP) (CP Map 3.1)

The Land Use and Character Map identify this area as Suburban Commercial which is appropriate for retail and services adjacent to residential neighborhoods and in other areas where the community's image and aesthetic value is to be promoted, such as "gateways" and high profile corridor locations. Although the proposed development is not consistent with the future land use designation, the lack of residential development in this area and the existing Commercial zoning designation of the subject tract and surrounding tracts to the east, west and south suggest the likelihood of commercial development in this general area over time. Additionally, the subject property is located at the intersection of two expressways, I-35 and HK Dodgen Loop and is appropriate for commercial development which is intended to serve citywide or regional service areas and should be located along major highways and at the intersections of major thoroughfares and highways. If approved the Future Land Use Map will need to be updated to reflect this change.

*Thoroughfare Plan (CP Map 5.2)

The Thoroughfare Plan identifies both Interstate 35 and North HK Dodgen Loop as expressways. Both expressways provide sufficient capacity to accommodate the proposed use.

*Availability of Public Facilities (CP Goal 4.1)

The City is extending utilities to this site and to multiple adjacent tracts in an effort to facilitate economic development along the east side of I-35 in this general area. The site will be served by a new off-site 12" water main extended from Pegasus Rd. and across Interstate-35. A new 12" sanitary sewer main will be extended from the existing Troy lift station north of the subject tract. An existing force main, located north of the subject tract, will be relocated from the I-35 frontage road to serve the subject tract.

*Temple Trails Master Plan Map and Sidewalks Ordinance

The Trails Master Plan does not call for a trail in this general area. The city does not require sidewalks along expressway development unless specifically called for in the Trails Master Plan.

DEVELOPMENT REGULATIONS: The attached development plan documents shall determine the applicable development standards for this site. Per UDC Section 3.4.3., in approving a Planned Development and the related development plans, a standard may not be modified unless the UDC expressly permits such modification. Uses are limited to those identified in the development plans attached herein.

PUBLIC NOTICE: One notice of the Planning and Zoning Commission public hearing was sent out to property owners within 200-feet of case Z-FY-12-22 as required by state law and local ordinance. As of Tuesday, June 25, 2013, one notice was returned in support of the requested zoning change. The newspaper printed notice of the Planning and Zoning Commission public hearing on June 6, 2012, in accordance with state law and local ordinance.

FISCAL IMPACT: Not Applicable

ATTACHMENTS:
Zoning and Location Map
Surrounding Property Owner Notification Map
Site Plan
Landscape Plans
Building Elevations
Sign Detail
Utility Layout
Property Owner Responses
PZ Excerpts
Ordinance

Z-FY-13-22

Zone Change Request:
Commercial to Planned Development-Commercial

Southeast corner of intersection of
N General Bruce Drive and
NE HK Dodgen Loop

Case

Address *1234*

0 495 990 Feet

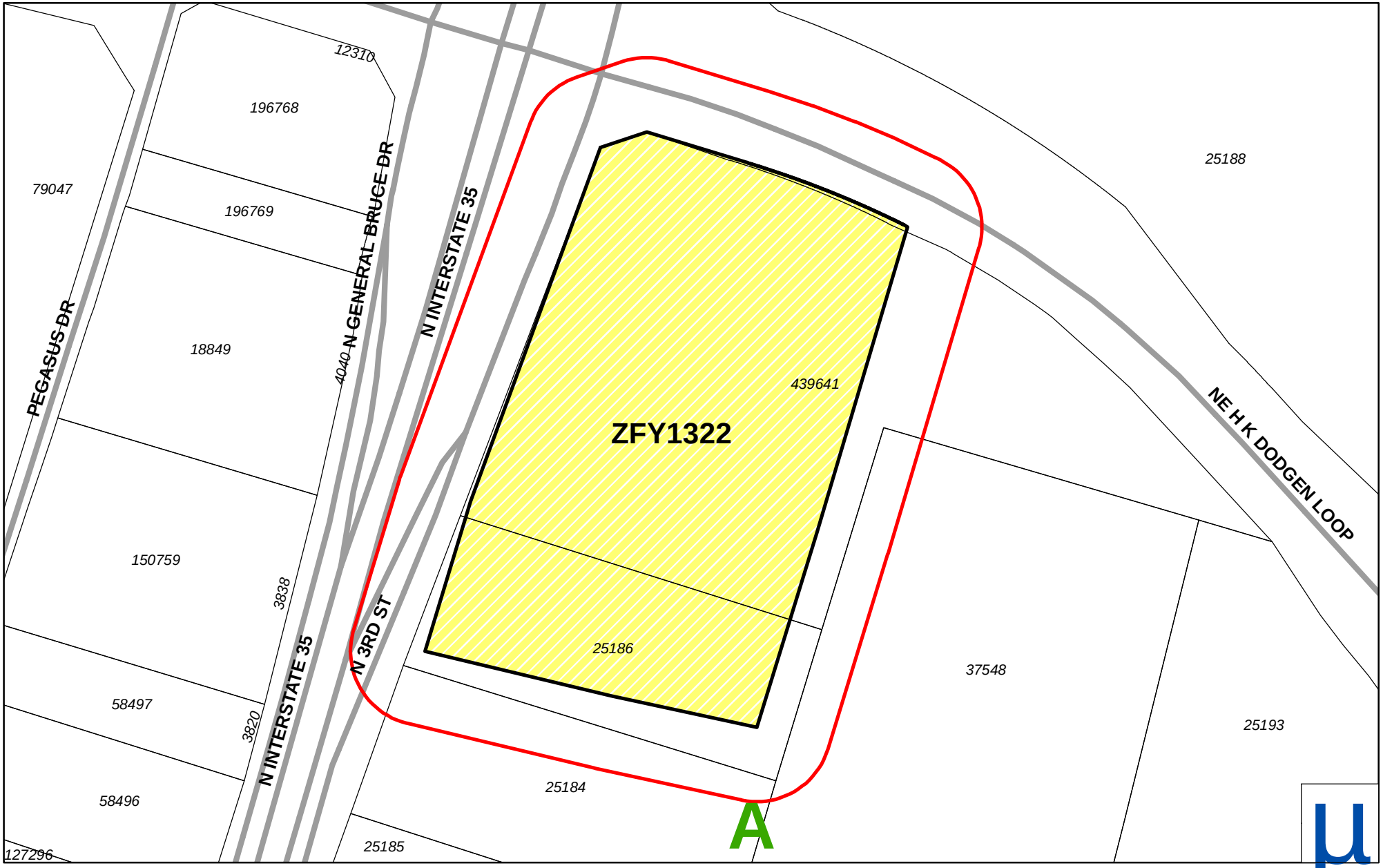
6/13/2013
City of Temple GIS
bzendt

GIS products are for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. They do not represent an on-the-ground survey and represent only the approximate relative location of property boundaries and other features.

Z-FY-13-22

Zone Change Request:
Commercial to Planned Development-Commercial

Southeast corner of intersection of
N General Bruce Drive and
NE HK Dodgen Loop

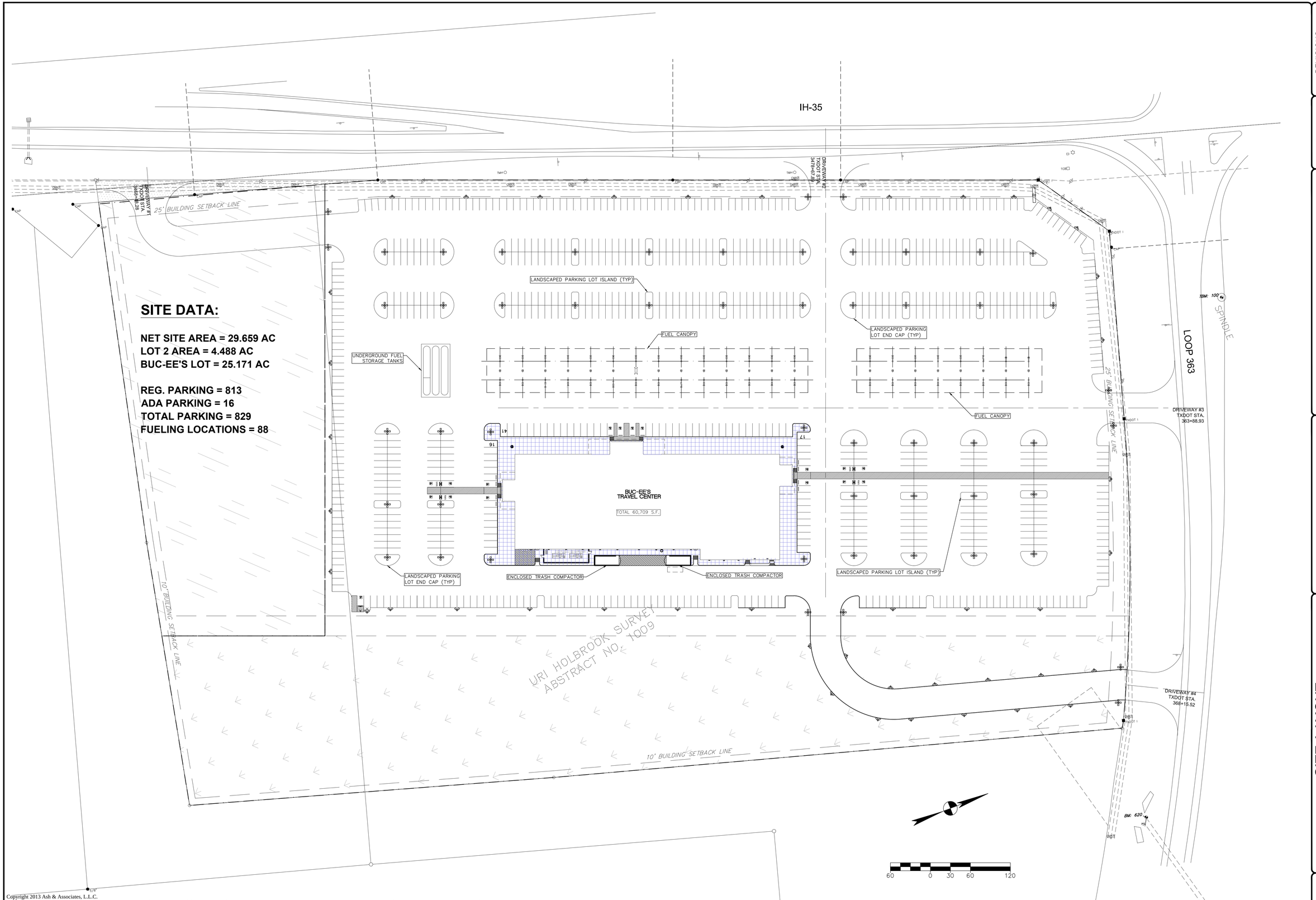


200' Notification Buffer Case *1234* Address

0 100 200 400 600 800 Feet

GIS products are for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. They do not represent an on-the-ground survey and represent only the approximate relative location of property boundaries and other features.

6/13/2013
City of Temple GIS
bzendt



SITE DATA:

NET SITE AREA = 29.659 AC
LOT 2 AREA = 4.488 AC
BUC-EE'S LOT = 25.171 AC

REG. PARKING = 813
ADA PARKING = 16
TOTAL PARKING = 829
FUELING LOCATIONS = 88

REVISIONS

NO.	REVISION	APP'D.	DATE

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF DAVID S. RATCLIFF #97351 ON THE DATE SHOWN ON THE DATE STAMP. IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.

ASH & ASSOCIATES
SURVEYING – ENGINEERING – ARCHITECTURE
SERVING THE COMMUNITY OF TEXAS
142 JACKSON LANE
SAN MARCOS, TEXAS 78666
(512) 392-1719
FAX (512) 392-1928
ashandassociates.net
Surveying: 100847-00
Engineering: F-13483
Architecture: TX20240

DRAWING INFORMATION

DESIGNED BY: DSR	DATE: 05-09-2013
DRAWN BY: DSR	PROJECT NO: 12-4227
APPROVED BY: HC	PLOT SCALE: 1"=60'
FILE NAME: BUC-EE'S #35	

SITE LAYOUT

BUC-EE'S – TEMPLE
IH-35 @ LOOP 363, TEMPLE, BELL COUNTY, TEXAS
BUC-EE'S, LTD.

DRAWING
EXH-CN1
SHEET:
OF

G:\100530\10011 – Temple\EXHIBITS\2013-05-06\x100530010PT-CN2C.dwg modified by ratcliffi on May 9, 13 12:06 AM

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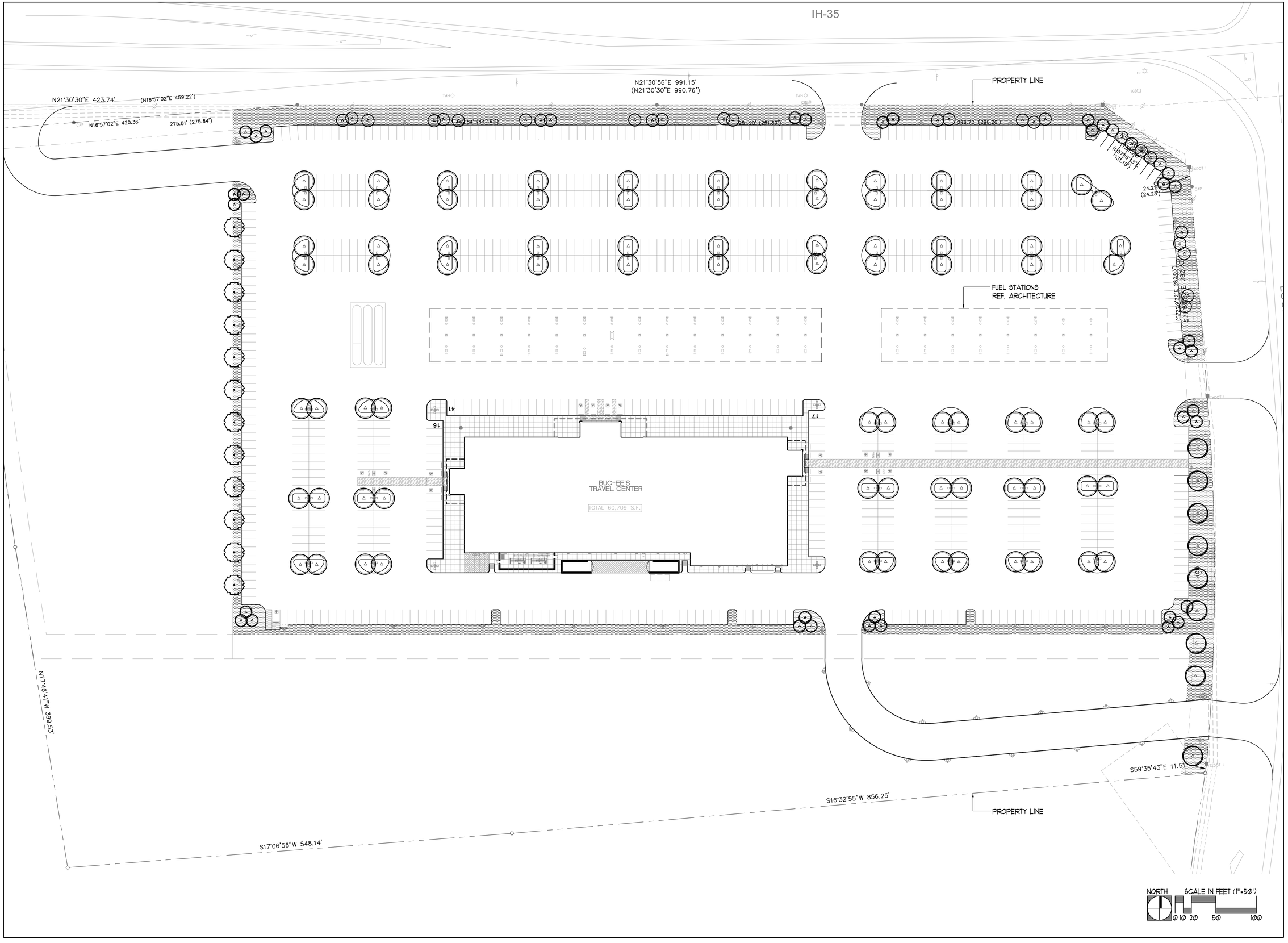


COLEMAN &
ASSOCIATES
Landscape Architecture
Environmental Design

9890 Silver Mountain Drive
Austin, Texas 78737
Ph: 512-476-2090
F: 512-476-2099

1502 Baccarat
San Antonio, Texas 78258
Ph: 210-492-4550
F: 210-492-9930

OVERALL LANDSCAPE PLAN
CITY SUBMITTAL

BUC-EE'S #35
TEMPLE, TEXAS

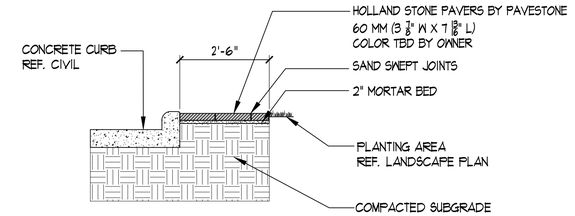
REVISIONS

SCALE:	1"=50'-0"
DRAWN BY:	JET
CHECKED BY:	MRF
APP. BY:	AGC
PROJECT NO.	230-13-01A
DATE:	5/9/2013

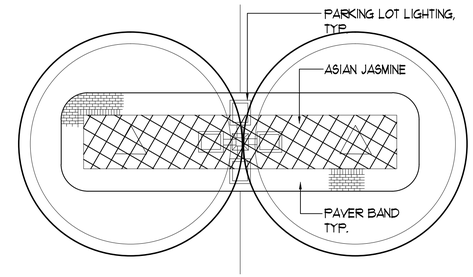
SHEET:

L1.0

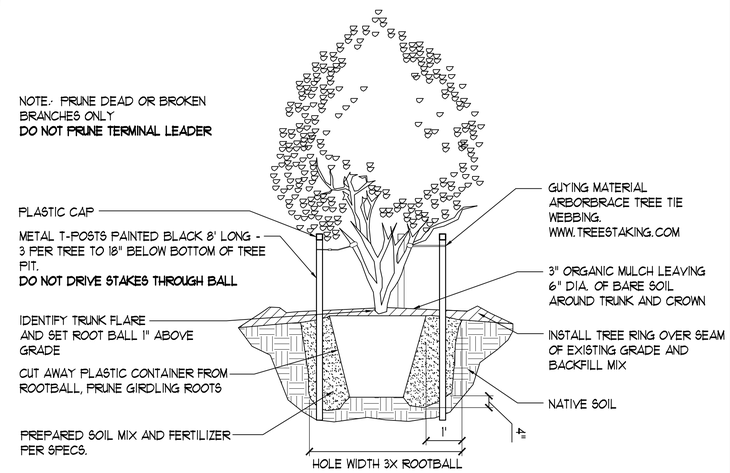
OF



1 PAVER STEP-OUT
DETAIL
SCALE: 1/2"=1'-0"

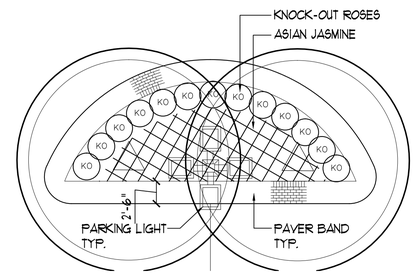


3 PARKING ISLAND
PLAN
SCALE: 1/8"=1'-0"

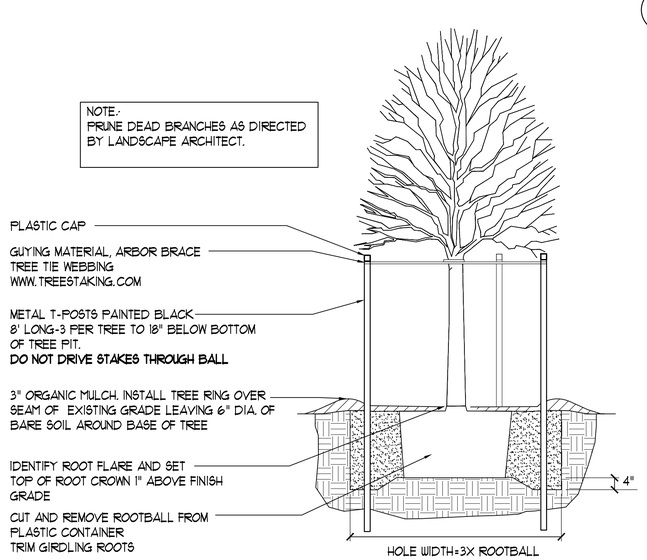


NOTE: REMOVE SUCKERS

2 MULTI-TRUNK TREE - CONTAINER
DETAIL
SCALE: NTS



4 PARKING END CAP
PLAN
SCALE: 1/8"=1'-0"



5 CANOPY TREE - CONTAINER
DETAIL
SCALE: NTS

PLANT SCHEDULE

TREES	QTY	COMMON NAME / BOTANICAL NAME	CONT	CALIPER	HEIGHT	NOTES
	12	MEXICAN SYCAMORE / PLATANUS MEXICANA	100 GAL	4" CAL.	16'-18' HT.	
	35	MUSKOGEE CRAPE MYRTLE / LAGERSTROEMIA INDICA X 'MUSKOGEE'	B&B	1.5" CAL.	6' HT. MIN.	SINGLE TRUNK
	30	NATCHEZ CRAPE MYRTLE / LAGERSTROEMIA INDICA FAURIEI 'NATCHEZ'	B&B	1.5" CAL.	6' HT. MIN.	SINGLE TRUNK
	80	SHUMARD OAK / QUERCUS SHUMARDII	65 GAL	3" CAL.	12'-14' HT.	
	9	SOUTHERN LIVE OAK / QUERCUS VIRGINIANA	65 GAL	3" CAL.	12'-14' HT.	

GROUND COVERS	CODE	QTY	COMMON NAME / BOTANICAL NAME	CONT
	SEED	72,735 SF	BERMUDA SOD / CYNODON DACTYLON 'TIF 419'	SOD

COLEMAN & ASSOCIATES
Landscape Architecture
Environmental Design

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Austin, Texas 78737
Ph: 512-476-2090
F: 512-476-2099

1502 Baccarat
San Antonio, Texas 78258
Ph: 210-492-4550
F: 210-492-9930

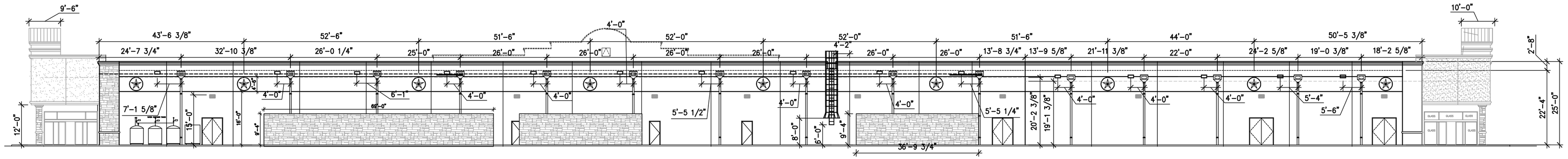
LANDSCAPE NOTES AND DETAILS
CITY SUBMITTAL

BUC-EE'S #35
TEMPLE, TEXAS

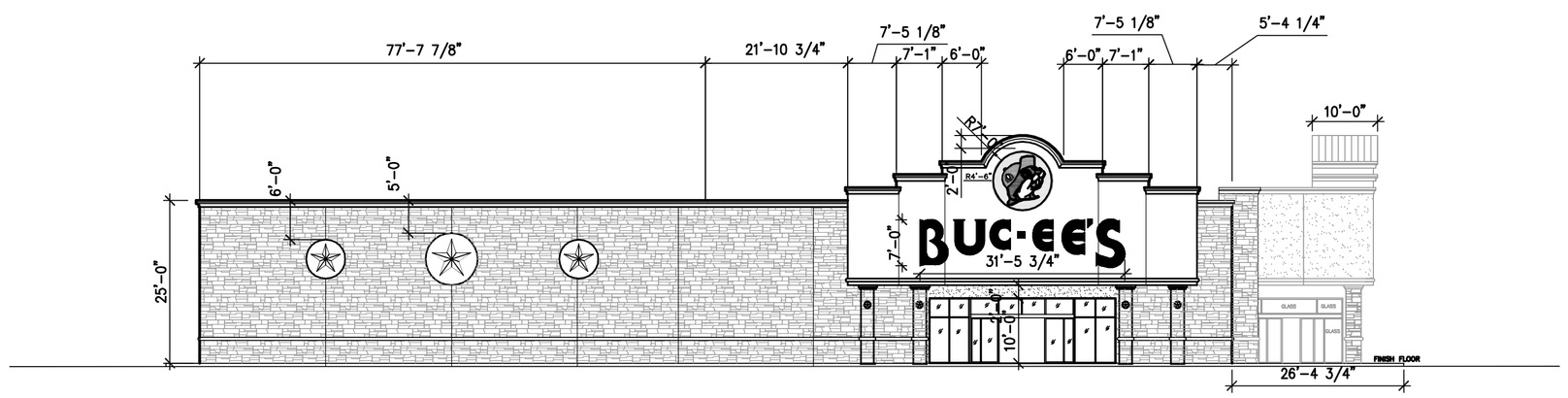
REVISIONS

SCALE:	1"=50'-0"
DRAWN BY:	JET
CHECKED BY:	MRF
APP. BY:	AGC
PROJECT NO.	230-13-01A
DATE:	5/9/2013

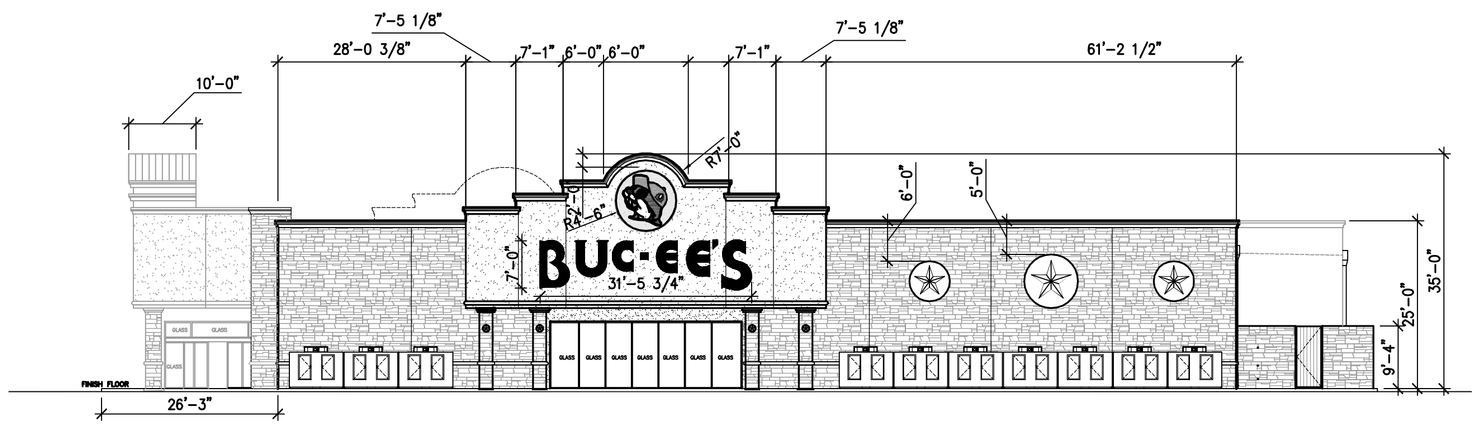
SHEET:
L2.0
OF



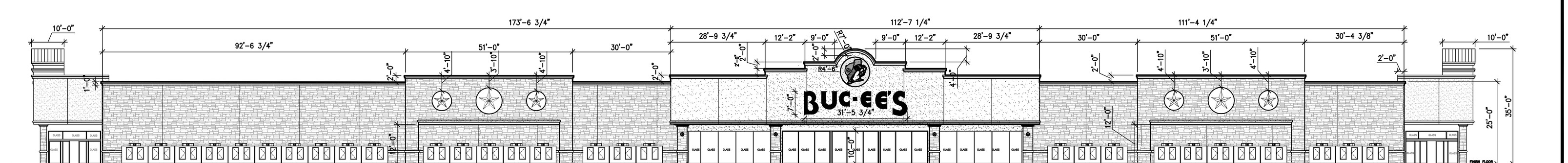
6 A3.0 EAST ELEVATION
SCALE: 1/16" = 1' - 0"



5 A3.0 NORTH ELEVATION
SCALE: 1/16" = 1' - 0"



2 A3.0 SOUTH ELEVATION
SCALE: 1/16" = 1' - 0"



1 A3.0 WEST ELEVATION
SCALE: 1/16" = 1' - 0"

BUC-EE'S #35

IH-35 @ LOOP 363
Temple, Texas

BUC-EE'S

a Development of

Buc-ee's Ltd.

327 FM 2004
Lake Jackson, TX 77566
TEL: (979) 230-2920 FAX: (979) 230-xxxx

LEVINSON • ALCOSER
ASSOCIATES, L.P.

1177 W. Loop South, Suite 900 Houston, Texas 77027
tel 713.787.0000 fax 713.850.8250

Architecture • Planning • Engineering
Interior Design • Landscape Architecture

REVISIONS

REGISTERED ARCHITECT SEAN D. HERRON 18346 STATE OF TEXAS
05/10/2013

TAS COMMENTS:

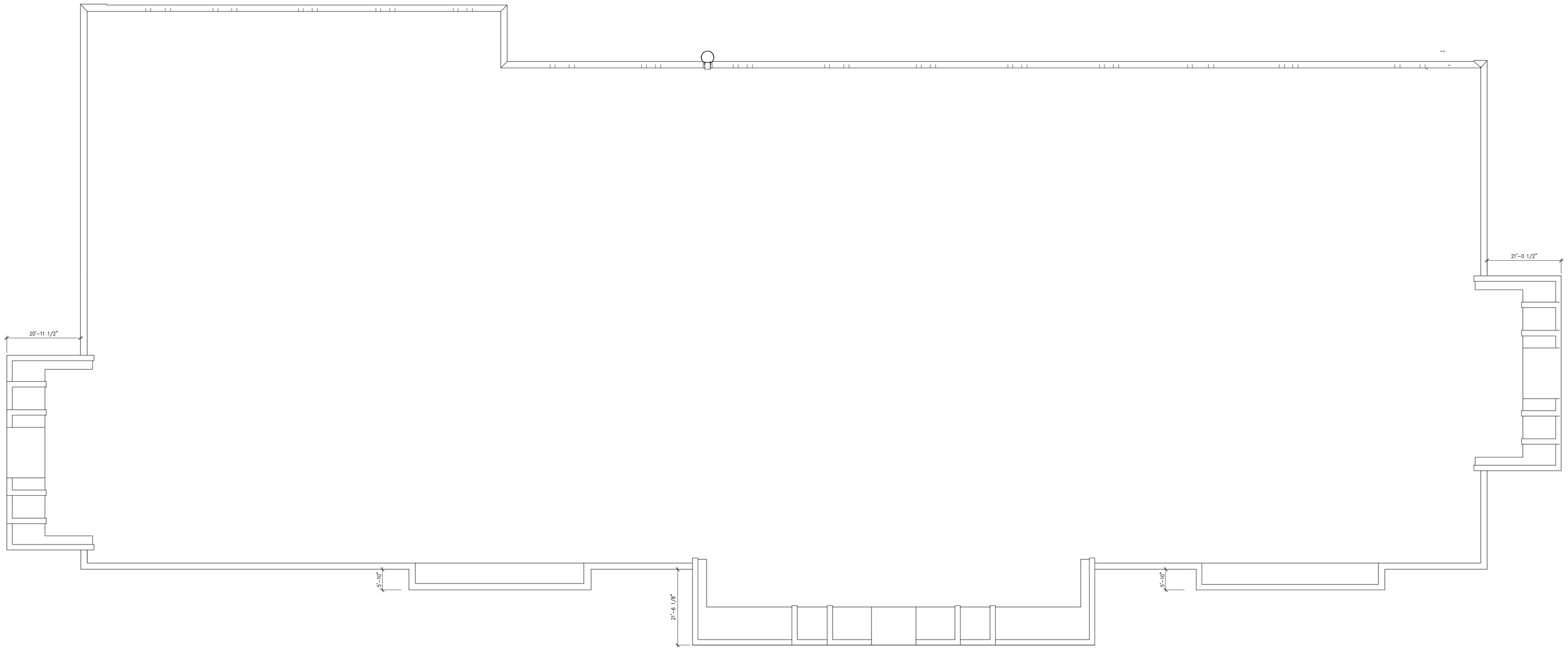
Issued for REVIEW: 10 MAY 2013

Issued for BID:

Issued for PERMIT:

LAA Project Number: 2013-151.000

#35 -TEMPLE



1 A5.0 OVERALL ROOF LINE PLAN
SCALE: 1/16" = 1' - 0"

PLAN NORTH

BUC-EE'S #35

IH-35 @ LOOP 363
Temple, Texas

BUC-EE'S

a Development of

Buc-ee's Ltd.

327 FM 2004
Lake Jackson, TX 77566
TEL: (979) 230-2920 FAX: (979) 230-xxxx

LEVINSON · ALCOSER
ASSOCIATES, L.P.

1177 W. Loop South, Suite 900 Houston, Texas 77027
tel 713.787.0000 fax 713.850.8250

Architecture ▪ Planning ▪ Engineering
Interior Design ▪ Landscape Architecture

REVISIONS

REGISTERED ARCHITECT
STEVEN D. HERMAN
18346
STATE OF TEXAS

06/12/2013

TAS COMMENTS:

Issued for REVIEW: 12 JUNE 2013

Issued for BID:

Issued for PERMIT:

A5.0

OVERALL ROOF PLAN

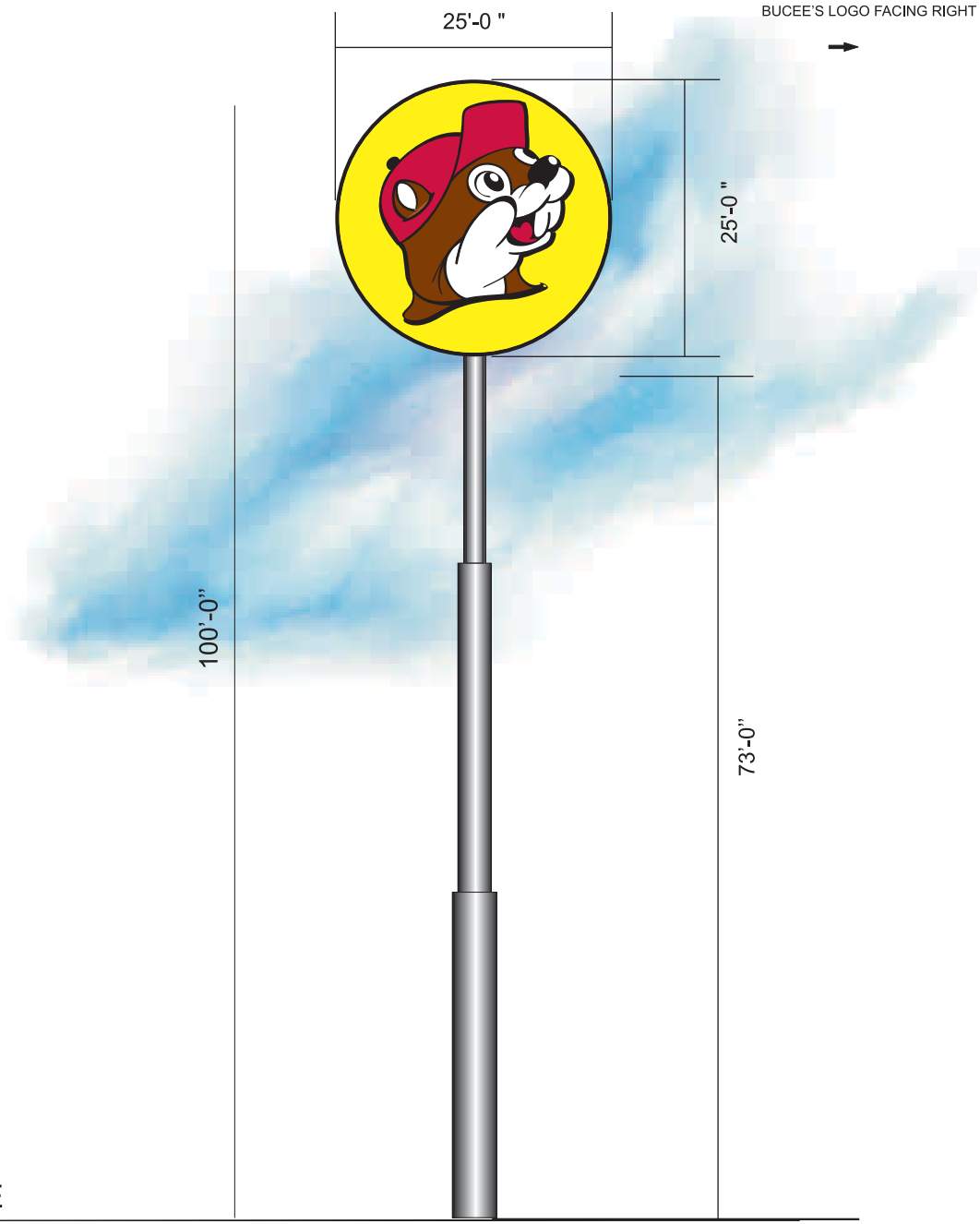
LAA Project Number: 2013-151.000

#35 -TEMPLE

490.625 SQ FT

BUC-EE'S LOGO FACING LEFT

NOTE: OPPOSITE SIDE LOGO



SOUTHWESTSIGNS

www.southwestsigns.com
(210) 648-3221 / 800-927-3221

PRESENTATION DRAWING

Client: Buc-ee's

Client's Location: Temple,TX

Sales Rep: Greg B.

Project Manager: JTB

PM Approval:

Date: 5.9.13

Drawn By: JTB

Revision:

Scale: 1/16"= 1'-0"

Work Order# 33873-001 of 1

Sign Description:

Manufacture & Install (1) ONE D/F main ID.

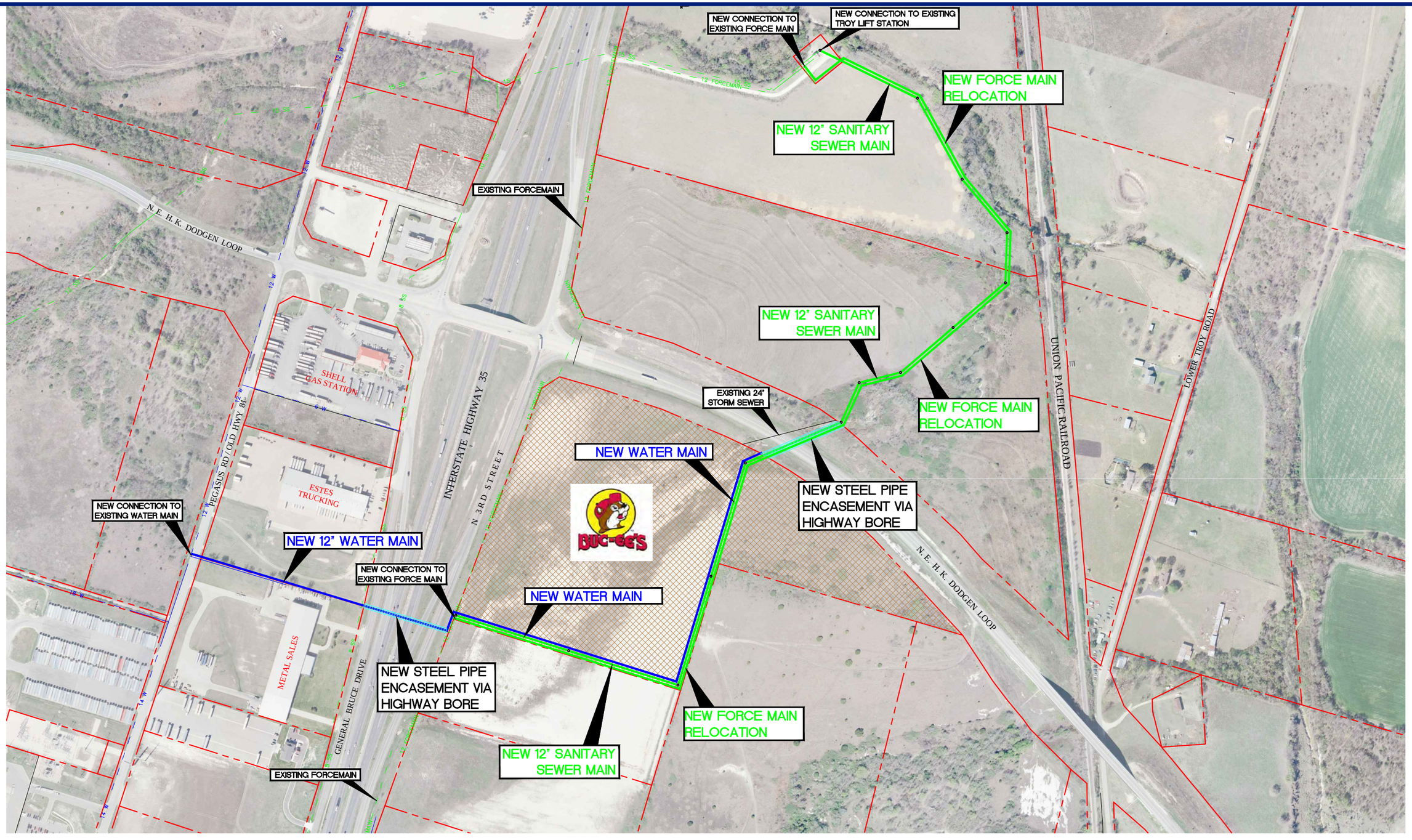
Please note that actual steel size will be determined by structural engineer

Underwriters Laboratories Inc.®

Primary wires provided by customer.
Sign voltage based upon 120v.

THIS IS AN ORIGINAL UN-PUBLISHED DRAWING CREATED BY SWS SIGNS. IT IS SUBMITTED FOR YOUR PERSONAL USE IN CONJUNCTION WITH A PROJECT BEING PLANNED FOR YOU BY SWS SIGNS. IT IS NOT TO BE SHOWN TO ANYONE OUTSIDE YOUR ORGANIZATION, NOR IT IS TO BE USED, REPRODUCED, COPIED OR EXHIBITED IN ANY FASHION.

Customer Approval:



0 200 400
FEET

PROPOSED BUC-EE'S RETAIL DEVELOPMENT WATER AND SEWER EXTENSIONS

RESPONSE TO PROPOSED
ZONE CHANGE REQUEST
CITY OF TEMPLE

A Lloyd Thomas
18 North 3rd Street
Temple, Texas 76501

Zoning Application Number: Z-FY-13-22 **Project Manager:** Beverly Mesa-Zendt

Location: SE corner of North General Bruce Drive and NE H K Dodgen Loop

The proposed rezoning is the area shown in hatched marking on the attached map. Because you own property within 200 feet of the requested change, your opinions are welcomed. Please use this form to indicate whether you are in favor of the possible rezoning of the property described on the attached notice, and provide any additional comments you may have.

I recommend (✓) approval ( ) denial of this request.

Comments:

Signature

A. Lloyd Thomas
Print Name

Please mail or hand-deliver this comment form to the address shown below, no later than June 17, 2013

City of Temple
Planning Department
Room 102
Municipal Building
Temple, Texas 76501

RECEIVED
JUN 10 2013
City of Temple
Planning & Development

Number of Notices Mailed: 1 Date Mailed: June 6, 2013

EXCERPTS FROM THE

PLANNING & ZONING COMMISSION MEETING

MONDAY, JUNE 17, 2013

ACTION ITEMS

Item 3: **Z-FY-13-22:** Hold a public hearing to consider and recommend action on a zone change from Commercial District (C) to Planned Development–Commercial (PD-C) on 29.659± acres of land out of the Uri Holbrook Survey, Abstract No. 1009, City of Temple, Bell County, Texas, being a portion of that 99.39 acre tract of land conveyed by deed and recorded in Volume 1858, Page 292, of the Deed Records of Bell County, Texas, located at the southeast corner of North General Bruce Drive and NE H K Dodgen Loop.

Ms. Beverly Zendt, Interim Director of Planning, stated the applicant was Arch Aplin III on behalf of Frank Mayborn Enterprises. This item will go to City Council first reading on July 11th and second reading on July 18th.

This is for a proposed travel convenience center, an approximately 6,000 square feet facility, with 829 parking spaces, and 88 fueling locations.

The landscape plan includes 40 interior and terminal parking islands. There is a 20 foot deep landscape buffer along I-35 and a 20 foot deep north landscape buffer bordering on H K Dodgen Loop, and a south landscape buffer. All parking islands will be fully landscaped.

Building materials and architecture will consist of stone, concrete tilt wall, EFIS, and aluminum frames. The applicant proposes a portico styled main, north and south entrances offset by 21 feet with supporting pillars. Additional five foot offsets are located at the front entrance that faces I-35.

Overall site layout is shown for Buc-ee's #22 located in New Braunfels which is very similar to the Temple location.

Screening, buffering and signage: a 100 foot tall pole sign is proposed. Applicant anticipates proposed enclosed trash compacters constructed of 100 percent stone on three sides with a gate enclosure constructed of heavy gauge metal to match the building colors.

The subject tract is zoned Commercial (C) and currently undeveloped. Surrounding properties include undeveloped land to the north, zoned Agricultural (AG), undeveloped land to the east, zoned C, (may be used for fill for other sites), undeveloped land to the south, zoned C, and across I-35, a drive through restaurant and fueling station, zoned C.

The Future Land Use and Character Map designate the area as Suburban-Commercial. The Comprehensive Plan describes Suburban-Commercial appropriate for retail and services adjacent to residential neighborhoods and in other areas such as gateways and high profile corridor locations.

The proposed zone change is not consistent with the Comprehensive Plan Future Land Use and Character Map. However, Staff recommends approval despite the inconsistency since

there is a lack of residential development in the area and the site is currently zoned C as are several abutting properties. Several surrounding areas are also zoned Light Industrial (LI). It is not likely the area will ever go residential. The subject tract is also located at the intersection of two expressways which is appropriate for commercial development. If this request is approved the Future Land Use and Character Map would have to be updated to reflect the change.

Per Unified Development Code (UDC) Section 3.4.3., in approving a Planned Development and the related development plans, a standard may not be modified unless the UDC expressly permits such modification. Uses are limited to those identified in the development plans provided.

Thoroughfare, sidewalks and utilities: Water and sewer are being extended to serve this site and multiple sites on the east side of the interstate. The UDC and Trail Master Plan do not call for trails or sidewalks in this area. H K Dodgen Loop and I 35 are existing expressways with sufficient capacity to support the proposed use.

One notice was mailed out and returned in favor of the request.

Staff recommends approval for the following reasons:

The general lack of residential development in this area;

The Surrounding industrial future land uses;

The existing Commercial zoning designation of the subject tract and surrounding tracts to the east, west, and south;

Location of the subject tract at the intersection of two expressways, I-35 and HK Dodgen Loop -is appropriate for commercial development;

The request complies with the Thoroughfare Plan; and

Public facilities will be available to subject property.

Chair Staats asked if the signage request was in compliance with the I-35 overlay. Ms. Zendt stated it was not. This is a special consideration item and is consistent with the corporate standard and other sites.

Chair Staats opened the public hearing. There being no speakers, the public hearing was closed.

Commissioner Rhoads made a motion to approve Item 3, **Z-FY-13-22**, as presented, and Vice-Chair Sears made a second.

Motion passed: (9:0)

ORDINANCE NO. _____

(PLANNING NO. Z-FY-13-22)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A ZONING CHANGE FROM COMMERCIAL DISTRICT (C) TO PLANNED DEVELOPMENT – COMMERCIAL (PD-C), ON APPROXIMATELY 29.659 ACRES OF LAND OUT OF THE URI HOLBROOK SURVEY, ABSTRACT NO. 1009, AND LOCATED AT THE SOUTHEAST CORNER OF NORTH GENERAL BRUCE DRIVE AND NORTHEAST HK DODGEN LOOP; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, THAT:

Part 1: The City Council approves a rezoning from Commercial (C) to Planned Development – Commercial (PD-C)), on approximately 29.659 acres of land out of the Uri Holbrook Survey, Abstract 1009, situated in the City of Temple, Bell County, Texas and located at the southeast corner of North General Bruce Drive and Northeast HK Dodgen Loop, and more fully described in Exhibit A, attached hereto and made a part hereof for all purposes.

Part 2: The City Council directs the Director of Planning to make the necessary changes to the City Zoning Map accordingly.

Part 3: It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this ordinance are severable and, if any phrase, clause, sentence, paragraph or section of this ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such phrase, clause, sentence, paragraph or section.

Part 4: This ordinance shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Temple, Texas, and it is accordingly so ordained.

Part 5: It is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED on First Reading and Public Hearing on the **11th** day of **July**, 2013.

PASSED AND APPROVED on Second Reading on the **18th** day of **July**, 2013.

THE CITY OF TEMPLE, TEXAS

_____

DANIEL A. DUNN, Mayor

ATTEST:

_____

Lacy Borgeson
City Secretary

APPROVED AS TO FORM:

_____

Jonathan Graham
City Attorney

COUNCIL AGENDA ITEM MEMORANDUM

DEPT./DIVISION SUBMISSION & REVIEW:

Traci Barnard, Director of Finance

ITEM DESCRIPTION: Consider adopting a resolution authorizing budget amendments for fiscal year 2012-2013.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: This item is to recommend various budget amendments, based on the adopted FY 2012-2013 budget. The amendments will involve transfers of funds between contingency accounts, department and fund levels.

FISCAL IMPACT: The total amount of budget amendments is $38,791.

ATTACHMENTS:
Budget Amendments
Resolution

CITY OF TEMPLE
BUDGET AMENDMENTS FOR FY 2013 BUDGET
July 18, 2013

ACCOUNT #	PROJECT #	DESCRIPTION	APPROPRIATIONS Debit	APPROPRIATIONS Credit
110-2041-521-1119		Overtime (Police Dept. - General Investigations Unit)	$ 8,000	
110-0000-442-0718		Police Overtime - Juvenile Block Grant		$ 8,000
		This budget adjustment recognizes $8,000 in additional revenue and expenditures for the Juvenile Block Grant.		
110-2035-521-2333		Auto & Equipment (Police Dept. - K-9 Unit)	$ 380	
110-0000-461-0855		Claims Due to City		$ 380
		This budget adjustment recognizes a reimbursement of $380 from Bell County and appropriates the expenditure for damage to a police vehicle during arrest.		
110-2840-532-2334		Traffic Signal - Repair & Maintenance (Traffic Signal Dept.)	$ 7,756	
110-2840-532-6323	**100894**	Traffic Signals - High Point Elementary	$ 18,644	
110-0000-452-0164		Child Safety Fee Revenue		$ 26,400
		This budget adjustment appropriates Child Safety Fees received from Bell County to fund the installation of two school zone signals for High Point Elementary on FM 2483 and on Starlight and for maintenance and repair of various school zone signals in the amount of $26,400. The child safety fees must be used on programs designed to enhance child safety, health or nutrition, including child abuse prevention and intervention and drug and alcohol abuse prevention. After approval of this budget adjustment, $41,707 will remain available in Child Safety Fees for future allocation.		
110-3500-552-2311		Buildings & Grounds (Parks)	$ 4,011	
110-0000-445-1587		Parks Donations		$ 4,011
		This budget adjustment recognizes and appropriates donations from: 1) Temple Youth Baseball League for sodding grass at Little Lions/Yarborough Fields; 2) Temple Parks Foundation for memorial trees; and 3) Lions Club for removing power poles at the Gober Party House.		
		TOTAL AMENDMENTS	**$ 38,791**	**$ 38,791**

GENERAL FUND

Beginning **Contingency** Balance	$ -
Added to Contingency Sweep Account	$ -
Carry forward from Prior Year	$ -
Taken From Contingency	$ -
Net Balance of Contingency Account	$ -
Beginning **Judgments & Damages** Contingency	$ 80,000
Added to Contingency Judgments & Damages from Council Contingency	$ -
Taken From Judgments & Damages	$ (39,859)
Net Balance of Judgments & Damages Contingency Account	$ 40,141
Beginning **Compensation** Contingency	$ 403,000
Added to Compensation Contingency	$ -
Taken From Compensation Contingency	$ (403,000)
Net Balance of Compensation Contingency Account	$ -
Net Balance Council Contingency	**$ 40,141**

CITY OF TEMPLE
BUDGET AMENDMENTS FOR FY 2013 BUDGET
July 18, 2013

ACCOUNT #	PROJECT #	DESCRIPTION	APPROPRIATIONS Debit	APPROPRIATIONS Credit
		Beginning Balance **Budget Sweep** Contingency		$ -
		Added to Budget Sweep Contingency		$ -
		Taken From Budget Sweep		$ -
		Net Balance of Budget Sweep Contingency Account		$ -
		WATER & SEWER FUND		
		Beginning **Contingency** Balance		$ 50,000
		Added to Contingency Sweep Account		$ -
		Taken From Contingency		$ (11,882)
		Net Balance of Contingency Account		$ 38,118
		Beginning **Compensation** Contingency		$ 142,000
		Added to Compensation Contingency		$ -
		Taken From Compensation Contingency		$ (97,509)
		Net Balance of Compensation Contingency Account		$ 44,491
		Net Balance Water & Sewer Fund Contingency		**$ 82,609**
		HOTEL/MOTEL TAX FUND		
		Beginning **Contingency** Balance		$ 147,759
		Added to Contingency Sweep Account		$ -
		Carry forward from Prior Year		$ -
		Taken From Contingency		$ (61,804)
		Net Balance of Contingency Account		$ 85,955
		Beginning **Compensation** Contingency		$ 10,100
		Added to Compensation Contingency		$ -
		Taken From Compensation Contingency		$ (10,100)
		Net Balance of Compensation Contingency Account		$ -
		Net Balance Hotel/Motel Tax Fund Contingency		**$ 85,955**
		DRAINAGE FUND		
		Beginning **Contingency** Balance		$ 69,100
		Added to Contingency Sweep Account		$ -
		Carry forward from Prior Year		$ -
		Taken From Contingency		$ -
		Net Balance of Contingency Account		$ 69,100
		Beginning **Compensation** Contingency		$ 25,100
		Added to Compensation Contingency		$ -
		Taken From Compensation Contingency		$ (25,100)
		Net Balance of Compensation Contingency Account		$ -
		Net Balance Hotel/Motel Tax Fund Contingency		**$ 69,100**
		FED/STATE GRANT FUND		
		Beginning **Contingency** Balance		$ -
		Carry forward from Prior Year		$ 39,839
		Added to Contingency Sweep Account		$ 114,528
		Taken From Contingency		$ (11,413)
		Net Balance of Contingency Account		$ 142,954

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, APPROVING BUDGET AMENDMENTS TO THE 2012-2013 CITY BUDGET; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, on the 30th day of August, 2012, the City Council approved a budget for the 2012-2013 fiscal year; and

Whereas, the City Council deems it in the public interest to make certain amendments to the 2012-2013 City Budget.

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

Part 1: The City Council approves amending the 2012-2013 City Budget by adopting the budget amendments which are more fully described in Exhibit A, attached hereto and made a part hereof for all purposes.

Part 2: It is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED this the **18th** day of **July**, 2013.

THE CITY OF TEMPLE, TEXAS

_____
DANIEL A. DUNN, Mayor

ATTEST:

_____
Lacy Borgeson
City Secretary

APPROVED AS TO FORM:

_____
Jonathan Graham
City Attorney

COUNCIL AGENDA ITEM MEMORANDUM

DEPT. /DIVISION SUBMISSION & REVIEW:

Beverly Zendt, Interim Director of Planning

ITEM DESCRIPTION: FIRST READING- PUBLIC HEARING - Z-FY-12-50: Consider adopting an ordinance authorizing a zoning change from PD Planned Development-Urban Estates District (PD-UE) to Planned Development-Single Family-1 District (PD-SF-1) on 39.3± acres of land, being part of the William Frazier Survey, Abstract #310 located south of FM 93 along the west side of Dubose Road.

P&Z COMMISSION RECOMMENDATION: At its meeting on September 17, 2012, the Planning and Zoning Commission voted 5/3 in favor of the proposed change of zoning from PD-UE to PD-SF-1 as presented in the site plan submitted (preliminary plat) with the following condition: that the applicant post "no parking" signs on internal local streets in accordance with city requirements***** (Commissioners Magaña, Talley, and Johnson, voted Nay; Commissioner Rhoads was absent).

> ***On May 16, 2013, City Council passed an Ordinance to Chapter 12 of the City Code of Ordinances eliminating the requirement for "no parking signs" on streets with a pavement width of 28' or greater. This recommendation is no longer applicable as the applicant is proposing a 28' street width.***

STAFF RECOMMENDATION: Conduct public hearing and adopt ordinance as presented in item description on first reading, and schedule a second reading and final adoption for August 1, 2013.

Conduct a public hearing and approve an ordinance, on first reading, and schedule second reading and final approval for August 1, 2013 related to the following:

- a change of zoning from PD-UE to PD-SF-1 consistent with submitted site plan (Preliminary Plat); with
- disapproval of the proposed 28ft. (back of curb to back of curb) pavement width for interior streets requiring the applicant to construct interior streets to a local street standard (31ft) pavement width.

ITEM SUMMARY: The current PD-UE zoning was approved in 2004 when the owner sought voluntary annexation of this tract of land. A Preliminary Plat was submitted for the subject property and the adjacent tract of land to the east depicting a pattern of development that included larger (average .5 acre lots) and commercial development along FM 93. The tract to the east was platted and built in a manner consistent with the Preliminary Plat and in accordance with Urban Estate requirements. The developer is now seeking to rezone the residential portion of the second tract from PD-UE to PD-SF-1.

The original Planned Development called for 56 residential lots. The proposed rezoning would provide an additional 38 residential lots for a total 94 residential lots. This provides for an overall 67% increase in density with an average density of 2.39 lots per acre. The applicant has proposed a minimum lot size of 10,802 sq.ft. (.248 acres), exceeding the required minimum lot size of 7,500 sq.ft. for SF-1 zoning.

The original PD-UE zoning allowed for the construction of rural local streets with a pavement width of 22 ft. (24' including ribbon curbs) to support a density of less than two dwelling units per acre. The proposed increase in density will necessitate the construction of local streets with a pavement width of 31 ft. Density for this subject tract was calculated separately from the eastern portion of the subdivision due to the distinct division of the two phases by Dubose Road (a county road) .

Article 8: Subdivision Design and Improvements

Sec. 8.2. Design Standards

Street Type	Pavement Width (ft.)	Right-of-Way Width (ft.)
Rural Local Street	22	50
Local Street	31	50
Rural Collector Street	26	55
Collector Street	36	55
Arterial Street	49	70
Major Thoroughfare	60	80

The applicant is seeking to reduce the pavement width of local streets within the development from the required 31ft to the 28ft (back of curb to back of curb) meeting the Rural Collector Street standard. UDC Section 11.2 (c) states:

A "rural collector street" is a collector street designed for low density development, not to exceed two dwelling units per acre. A rural collector street must not be constructed adjacent to an area presumed to attain more traditional urban densities within a 20-year planning horizon.

The applicant has submitted a preliminary plat, consistent with these stated lot and street dimensions, to be considered as a counterpart to this zoning request. The proposed preliminary plat has been attached as the site plan in accordance with planned development requirements.

The surrounding land uses are primarily low density and include estate development and agricultural uses. Given the general character of the surrounding land uses and the density and home size proposed by the applicant, staff recommends approval of the proposed Planned Development – Single Family-1 zoning (PD-SF-1) which will provide a less dense development scheme than that allowed under Single Family-1 zoning (SF-). Staff recommends that the streets within the development be constructed to the local street standard of 31 ft. pavement width consistent with UDC requirements for streets serving residential property with a density greater than 2 dwelling units per acre.

SURROUNDING PROPERTY AND USES: The following table shows the subject property, existing zoning, and current land uses:

Direction	Zoning	Current Land Use	Photo
Subject Property	**PD-UE**	**Agricultural**	

Direction	Zoning	Current Land Use	Photo
North Across FM 93	AG	Agricultural	
East	PD-UE	Residential	
South	Bell County	Low-density residential	

Direction	Zoning	Current Land Use	Photo
West	**Bell County**	**Undeveloped**	

COMPREHENSIVE PLAN COMPLIANCE: The proposed rezoning relates to the following goals, objectives or maps of the Comprehensive Plan and Sidewalk and Trails Plan:

Document	Policy, Goal, Objective or Map	Site Conditions	Compliance?
CP	Map 3.1 - Future Land Use and Character (FLUP)	Suburban Residential**	Y
CP	Map 5.2 - Thoroughfare Plan	FM 93 – Major Arterial** Dubose Road – improved Rural Collector street	Y
CP	Goal 4.1 - Growth and development patterns should be consistent with the City's infrastructure and public service capacities	8" water line available along FM 93 adjacent to the property. Existing 10' wastewater line accessible to the property.	Y
STP	Temple Trails Master Plan Map and Sidewalks Ordinance	Dubose and FM 93 are on the Trails Master plan. **	Y

CP = Comprehensive Plan STP = Sidewalk and Trails Plan** See explanation below

Future Land Use and Character Plan (FLUP) (CP Map 3.1)

The Land Use and Character Map identify this area as Suburban Residential allowing for mid-size single family detached homes identified in the Unified Development Code. According to the Comprehensive Plan, development in this district should feature curvilinear streets, increased open space and vegetation, variation in the building envelope, and larger varied lot sizes. The development proposed by the applicant is consistent with these area goals and objectives.

Thoroughfare Plan (CP Map 5.2)

The Thoroughfare Plan identifies FM 93 as a Major Arterial which supports adjacent residential and commercial development. Major arterials can intersect with both collectors and local streets although driveway access is restricted. Dubose Road is built to a Rural Collector Street standard.

Temple Trails Master Plan Map and Sidewalks Ordinance

Dubose Road and FM 93 are on the Trails Master plan. A local connector trail is proposed along the eastern boundary of the subdivision and along FM 93 adjacent to the commercial tracts of this subdivision. Dubose Road is a Rural Collector road with sufficient right-of-way to allow for the future construction of that trail segment. The section of trail proposed along FM 93 will be noted on the plat and constructed at such time that the commercial tracts along FM 93 are developed.

DEVELOPMENT REGULATIONS: The current PD-UE zoning permits single-family detached residences and related accessory uses and accommodates larger lot single family residential developments. The SF-1 is a higher density district that permits single-family detached residences and related accessory structures and serves as a transition between larger and smaller lot single family districts. The SF-1 district allows more modest sized dwelling units and an increased number of lots per acre. The minimum lot size for the UE residential district is 22,500 sq.ft. The minimum lot size for the SF-1 residential district is 7,500 sq.ft.

Dimensional standards for both zoning districts are depicted below:

Article 4: Zoning Districts

Sec. 4.5. Residential Dimensional Standards

4.5.1 Single-Family Detached Dwelling

Type of Use	AG	UE	SF-1	SF-2	SF-3	SFA-1	SFA-2	SFA-3	TH	2F	MF-1	MF-2	MF-3	O-1	O-2	NS	GR	CA	C	LI	HI
Min. Lot Area (sq. ft.)	1 ac.	22,500	7,500	5,000	4,000	5,000	3,000	2,300	4,000	6,000	6,000	5,000	--	6,000	6,000	6,000	5,000	5,000	5,000	--	--
Min. Lot Width (ft.)	100	80	60	50	40	50	30	20	40	50	50	50	--	50	50	50	50	50	50	--	--
Min. Lot Depth (ft.)	150	125	100	100	100	100	100	100	100	100	100	100	--	100	100	100	100	100	100	--	--
Min. Front Yard Setback (ft.)	50	30	25	25	15	25	15	15	15	25	25	25	--	25	25*	15	15	See 4.4.4F.1.d*		--	--
Min. Side Yard Setback (ft.)	15	15	10% of lot width 6 min 7.5 max	5	5	5	5	5	10% width of lot 5 min	5	10% of lot width 5 min		--	10% of lot width 5 min	10% of lot width 5 min*	10% of lot width 5 min				--	--
Min. Side (Corner)Yard Setback (ft.)	15	15	15	15	15	15	15	15	15	15	15	15	--	15	15*	15	15	15	15	--	--
Min. Rear Yard Setback (ft.)	10	10	10	10	10	10	10	10	10	10	10	10	--	10	10	10	10	10	10	--	--
Max. Building Coverage (%) for Rear Half of Lot	50	50	50	50	50	50	50	50	50	50	50	50	--	50	50	50	50	50	50	--	--
Max. Height (stories)	3	3	2	2 ½	2 ½	2 ½	2 ½	2 ½	2 ½	2 ½	3	4	--	3	ALH	2 ½	3	ALH	ALH	--	--

ALH = Any Legal Height not prohibited by other laws -- = Use not permitted NA = Use permitted but standard does not apply * = See Sec. 4.4, Measurements and Special Cases

The attached development plan documents (site plan) shall determine the applicable development standards for this site. Per UDC Section 3.4.3., in approving a Planned Development and the related development plans, a standard may not be modified unless the UDC expressly permits such modification. Uses are limited to those identified in the development plans attached herein. **Any substantial deviation from this proposed site layout would require an amended Planned Development.**

PUBLIC NOTICE: This item was considered by the Planning and Zoning Commission on September 17, 2012 and was scheduled for consideration by the City Council on October 4, 2012, when a public hearing would typically have been conducted. The item was placed on the City Council agenda for October 4th, but was tabled at the applicant's request. The applicant has notified City of Temple Planning staff of his intent to proceed with the proposed rezoning in conjunction with the proposed preliminary plat for this subject tract.

On July 26, 2012, nine notices and three courtesy notices (outside the City limits) of the Planning and Zoning Commission public hearing were sent out to property owners within 200-feet of case Z-FY-12-50 as required by State law and City Ordinance. As of September 21, 2012, three respondents returned notices expressing opposition to the proposed change of zoning. One respondent expressed support for the proposed change of zoning. Two respondents returned courtesy notices expressing opposition to the proposed change of zoning.

The newspaper printed notice of the Planning and Zoning Commission public hearing on September 6, 2012, in accordance with state law and local ordinance.

Meeting notices were sent out again prior to City Council meeting and the newspaper printed an additional notice of the City Council public hearing on July 3, 2013.

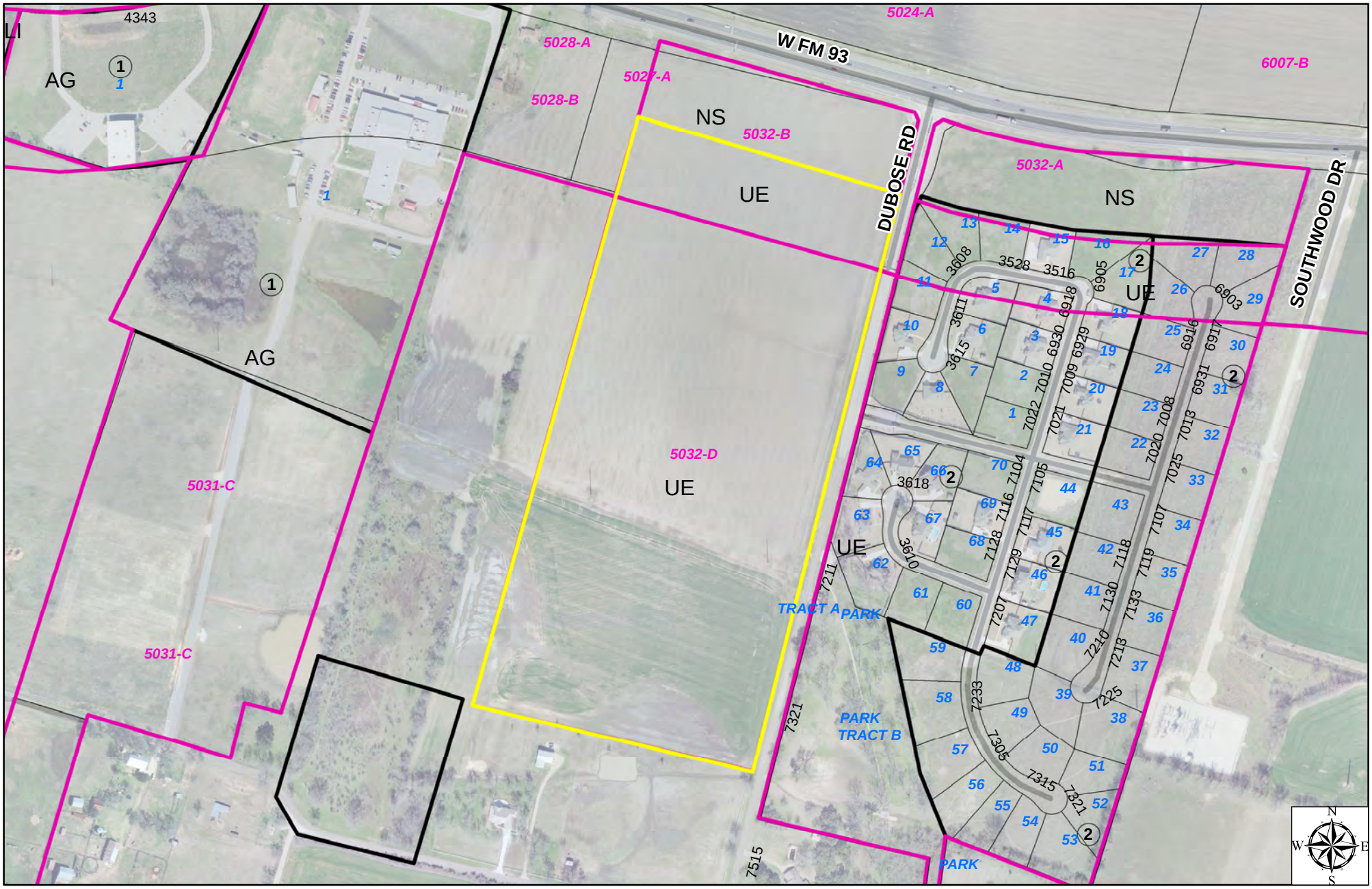
FISCAL IMPACT: Not Applicable

ATTACHMENTS:
Zoning and Location Map
Future Land Use and Character map
Notice Map
Utility Map
Thoroughfare and Master Trails Plan Map
Site Plan (Preliminary Plat)
Response Letters
PZ Excerpts
Ordinance

Z-FY-12-50

PD (UE) to SF-1

FM 93 & Dubose



Case | Zoning | Subdivisions | Parcel | 1234-A Outblocks | 1234 Addresses | 1 Blocks | 1 Lots

0 125 250 500 Feet

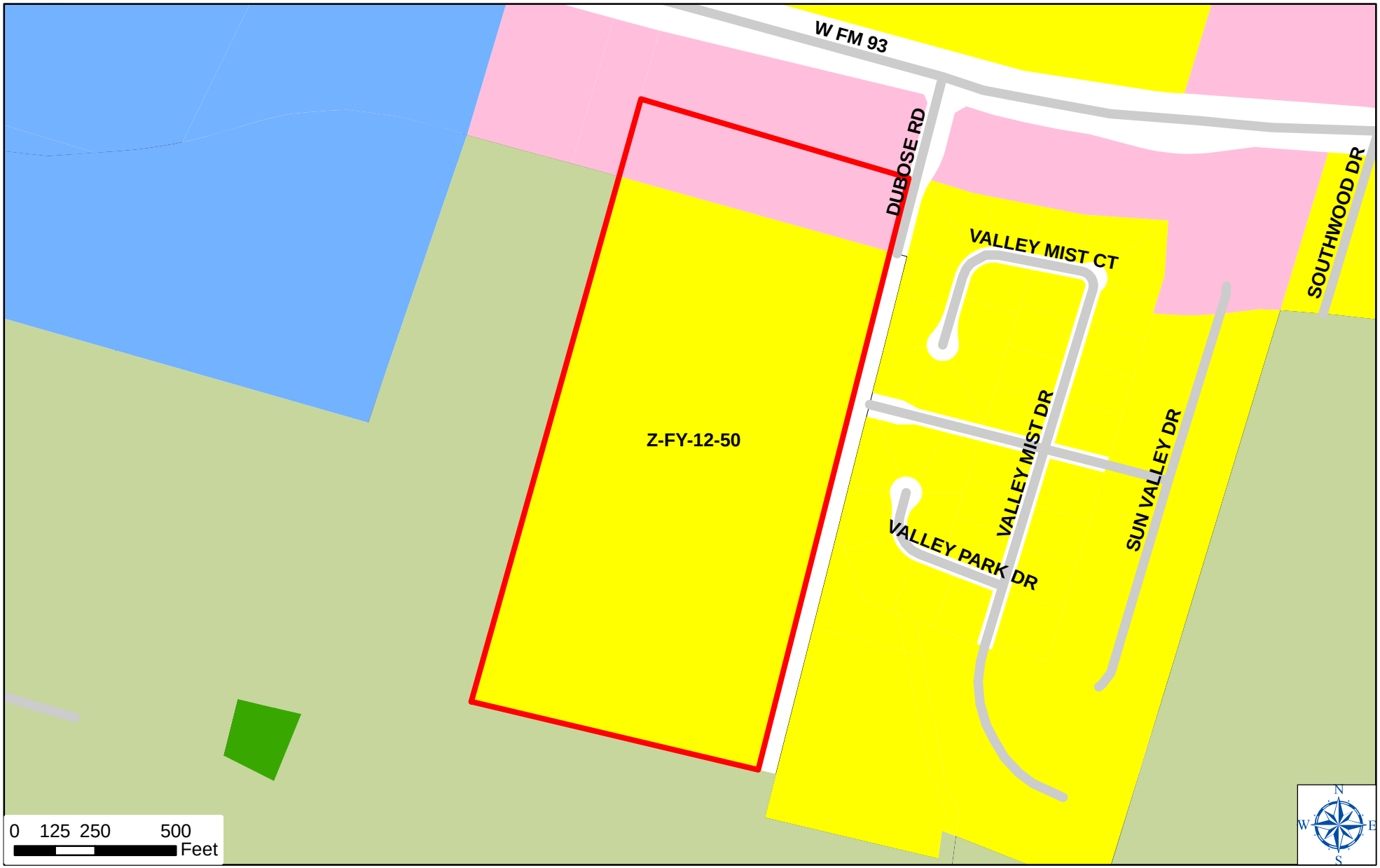
7/11/2012
City of Temple GIS

GIS products are for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. They do not represent an on-the-ground survey and represent only the approximate relative location of property boundaries and other features.

Z-FY-12-50

PD (UE) to SF-1

FM 93 & Dubose



Future Land Use

- Neighborhood Conservation
- Estate Residential
- Suburban Residential
- Auto-Urban Residential
- Auto-Urban Multi-Family
- Auto-Urban Mixed Use
- Auto-Urban Commercial
- Suburban Commercial
- Urban Center
- Temple Medical Education District
- Industrial
- Business Park
- Public Institutional
- Parks & Open Space
- Agricultural/Rural

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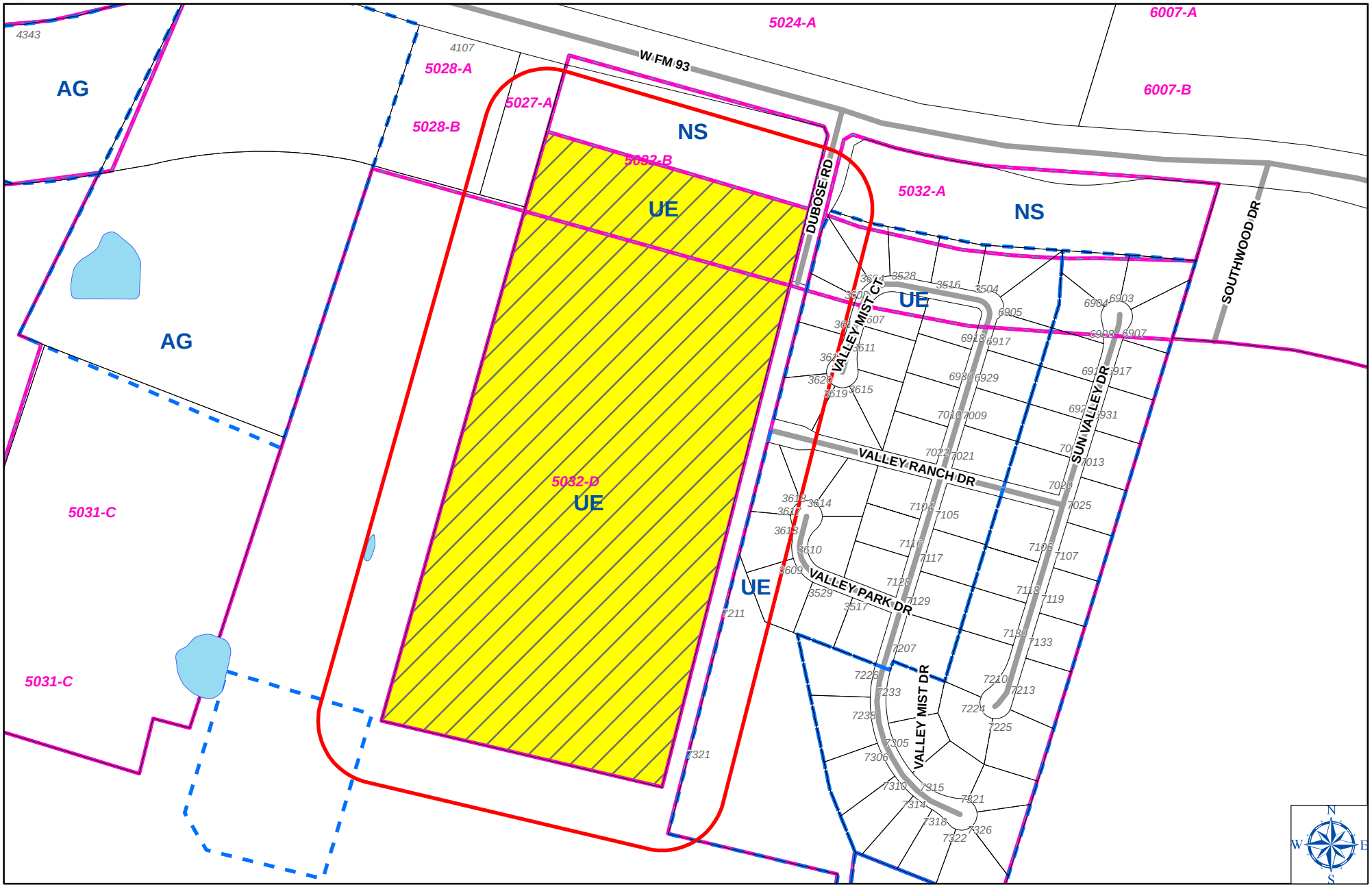
7/11/2012
City of Temple GIS

Z-FY-12-50

PD (UE) to SF-1

FM 93 & Dubose



Case

200' Buffer

Zoning

Subdivision

1234-A Outblock

1234 Address

0 500 1,000

Feet

7/11/2012
City of Temple GIS
gkeith

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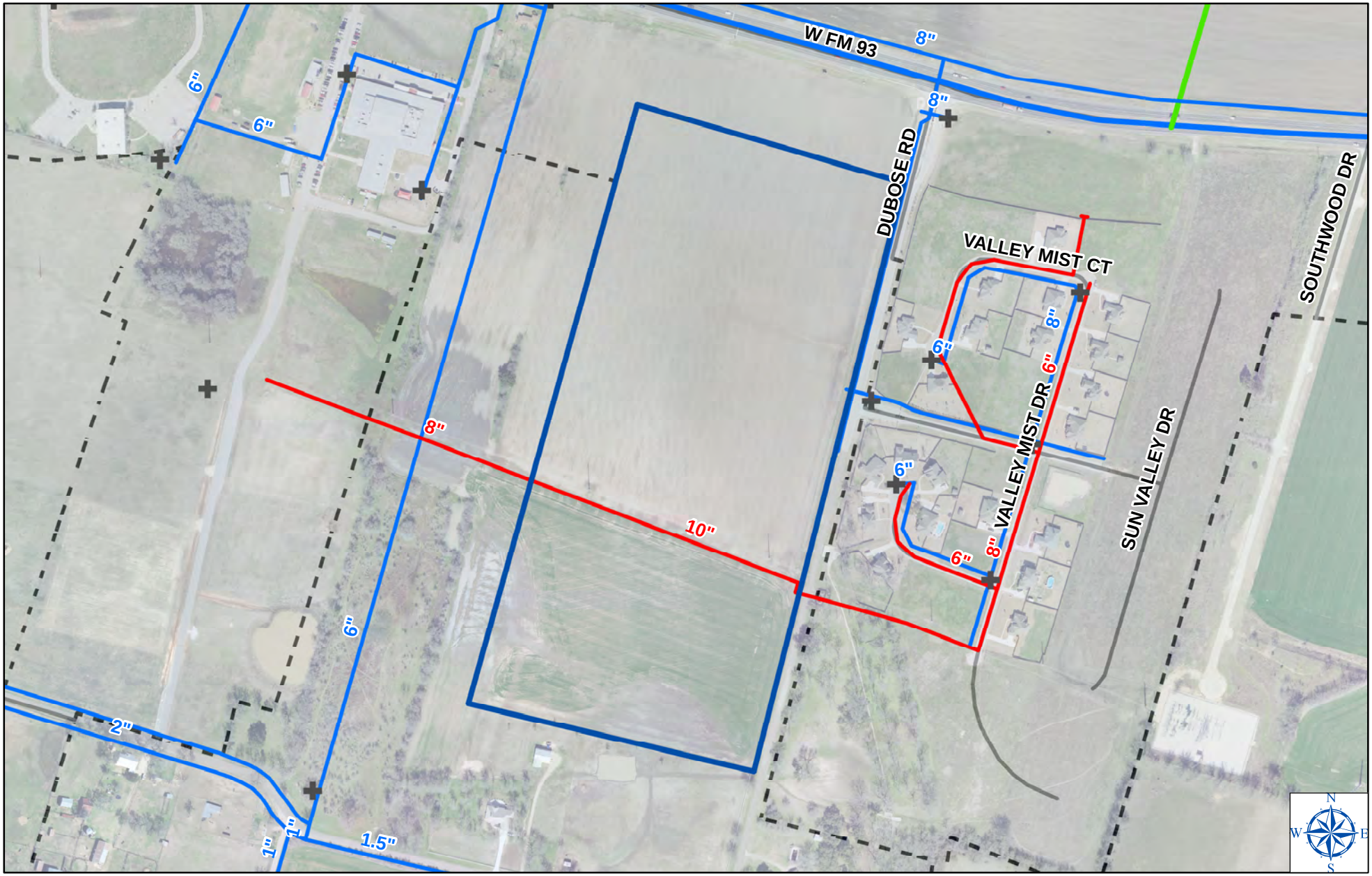
Z-FY-12-50

PD (UE) to SF-1

FM 93 & Dubose



Case
Fire Hydrant
Sewer Line
Water Line
Expressway
Major Arterial
Proposed Major Arterial
Proposed K-TUTS
Minor Arterial
Proposed Minor Arterial
Collector
Conceptual Collector
City Limits

0 125 250 500
Feet

7/11/2012
City of Temple GIS

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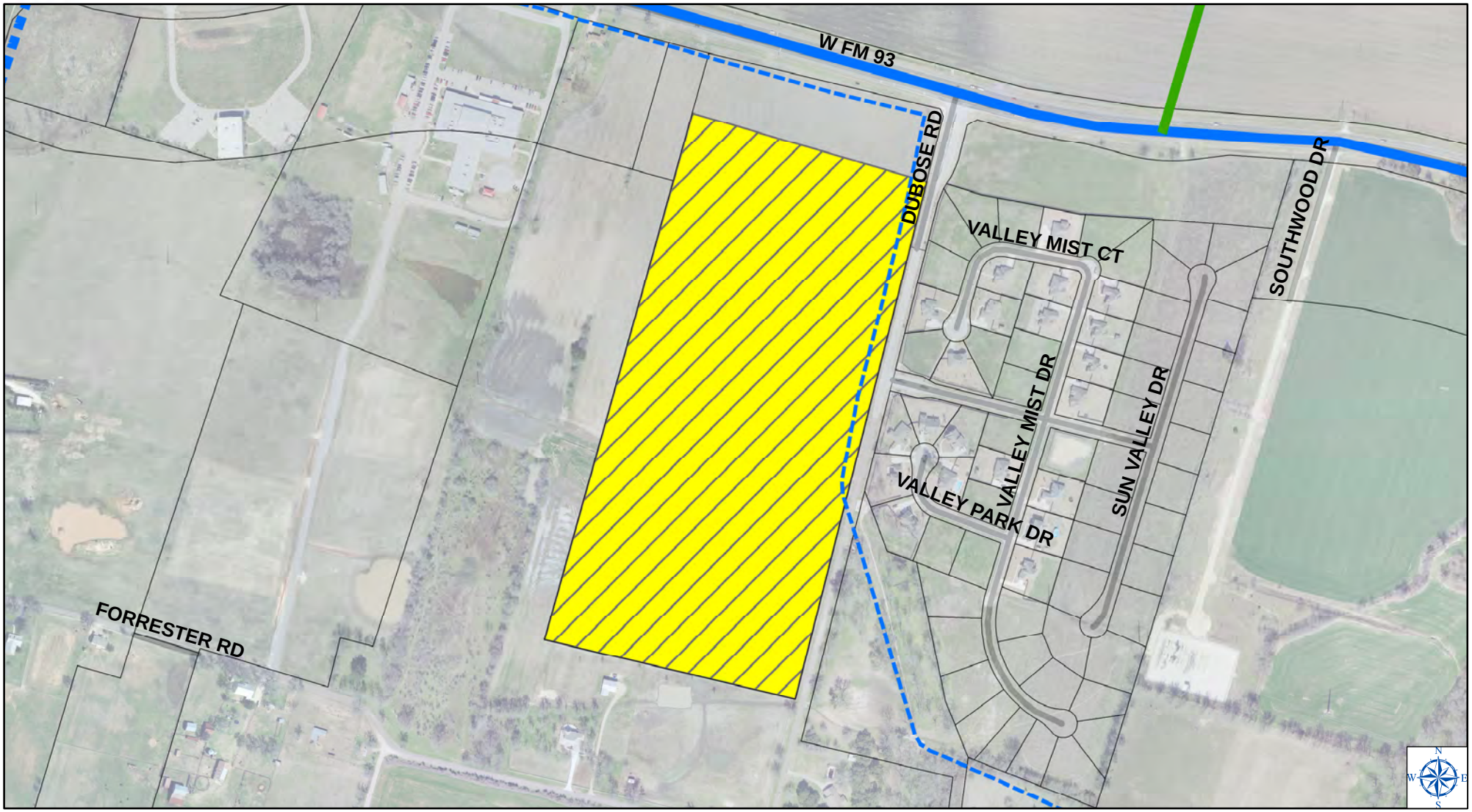
Z-FY-12-50

PD (UE) to SF-1

FM 93 & Dubose



Trails

- Existing Citywide Spine Trail
- Under Design/Construction Citywide Spine Trail
- Proposed Citywide Spine Trail
- Existing Community-Wide Connector Trail
- Under Design/Construction Community-Wide Connector Trail
- Proposed Community-Wide Connector Trail
- Existing Local Connector Trail
- Proposed Local Connector Trail

Thoroughfare

- Expressway
- Major Arterial
- Proposed Major Arterial
- Proposed K-TUTS
- Minor Arterial
- Proposed Minor Arterial
- Collector
- Conceptual Collector

7/11/2012
City of Temple GIS
gkeith

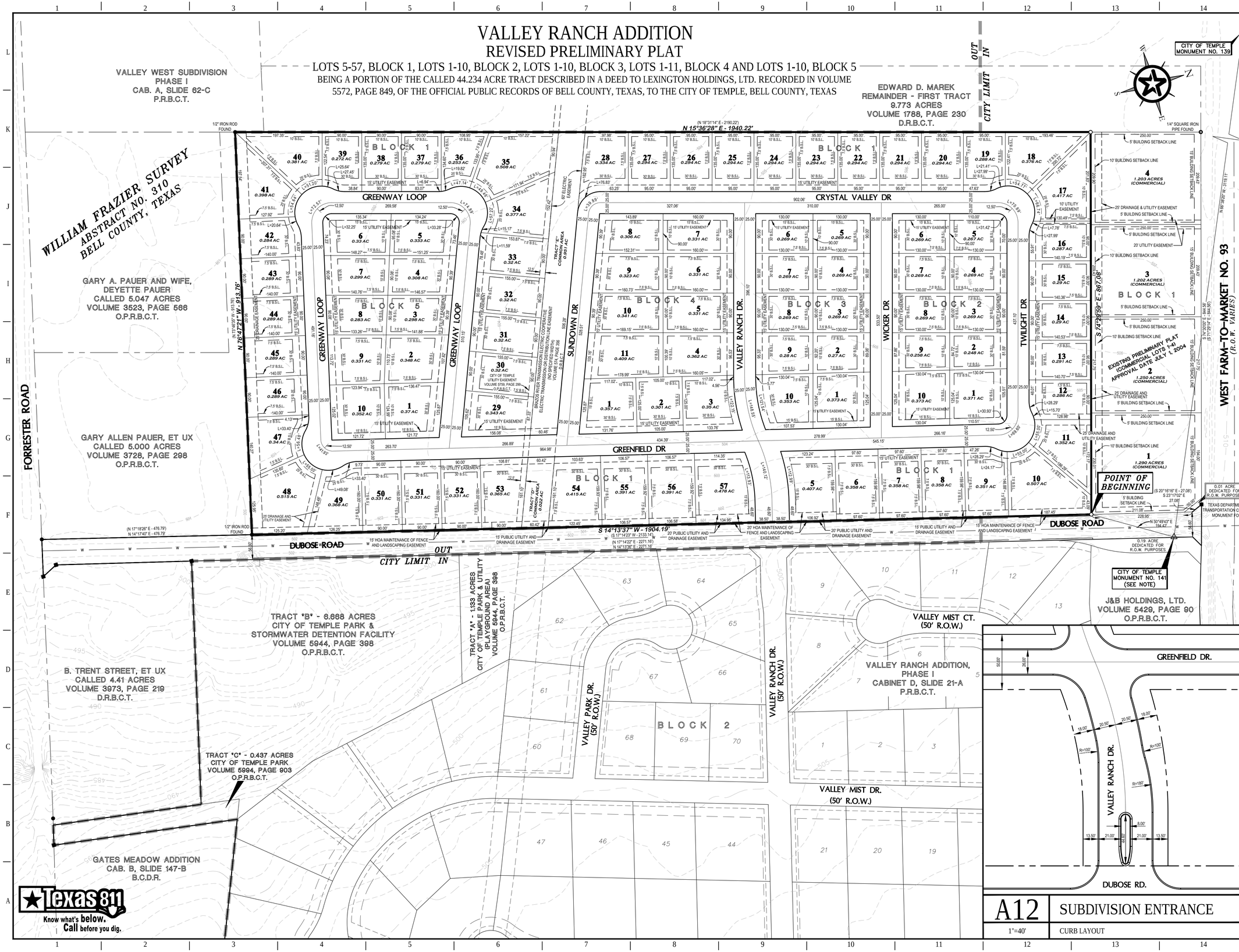
0 250 500
Feet

GIS products are for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. They do not represent an on-the-ground survey and represent only the approximate relative location of property boundaries and other features.

VALLEY RANCH ADDITION
REVISED PRELIMINARY PLAT

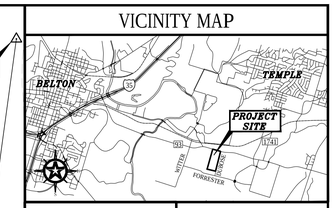
LOTS 5-57, BLOCK 1, LOTS 1-10, BLOCK 2, LOTS 1-10, BLOCK 3, LOTS 1-11, BLOCK 4 AND LOTS 1-10, BLOCK 5

BEING A PORTION OF THE CALLED 44.234 ACRE TRACT DESCRIBED IN A DEED TO LEXINGTON HOLDINGS, LTD. RECORDED IN VOLUME 5572, PAGE 849, OF THE OFFICIAL PUBLIC RECORDS OF BELL COUNTY, TEXAS, TO THE CITY OF TEMPLE, BELL COUNTY, TEXAS



A12 — SUBDIVISION ENTRANCE — 1"=40' — CURB LAYOUT

VICINITY MAP



LEGEND

- ○ = 1/2" IRON ROD WITH CAP STAMPED "WALKER PARTNERS" SET
- △ = CITY OF TEMPLE MONUMENT
- ( ) = DEED CALL

D.R.B.C.T. = DEED RECORDS OF BELL COUNTY, TEXAS

P.R.B.C.T. = PLAT RECORDS OF BELL COUNTY, TEXAS

O.P.R.B.C.T. = PLAT RECORDS OF BELL COUNTY, TEXAS

LOT INFO

TOTAL SUBDIVISION ACREAGE = 39.3 ACRES
TOTAL RESIDENTIAL LOT ACREAGE = 30.489 LOTS
TOTAL NUMBER OF RESIDENTIAL LOTS = 94
TOTAL NUMBER OF BLOCKS = 6 BLOCKS

SURVEYOR'S NOTES

1. PHASING WILL BE DETERMINED DURING FINAL PLATTING PROCESS.
2. FIELD NOTES ATTACHED HERETO, MADE A PART HEREOF AND TITLED: VALLEY RANCH, REVISED PRELIMINARY PLAT, TO THE CITY OF TEMPLE, BELL COUNTY, TEXAS.
3. THE CONTOURS SHOWN HEREON ARE BASED ON AERIAL PHOTOGRAPHY PERFORMED BY SANBORN ON DECEMBER 19, 2003 AND ARE BASE ON CITY OF TEMPLE MONUMENT NO. 141.
4. RECORD OWNER: LEXINGTON HOLDINGS, LTD. AS RECORDED IN VOLUME 5572, PAGE 849 OF THE OFFICIAL PUBLIC RECORDS OF BELL COUNTY, TEXAS.
5. THIS PROJECT IS REFERENCED TO THE CITY OF TEMPLE COORDINATE SYSTEM, AN EXTENSION OF THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE. ALL DISTANCES ARE HORIZONTAL SURFACE DISTANCES UNLESS NOTED AND ALL BEARINGS ARE GRID BEARINGS. ALL COORDINATES ARE REFERENCED TO CITY MONUMENT NO. 141. THE THETA ANGLE AT CITY MONUMENT NO. 141 IS 01°03'27". THE COMBINED CORRECTION FACTOR (CCF) IS 0.999858. GRID DISTANCE =SURFACE DISTANCE X CCF. GEODETIC NORTH = GRID NORTH + THETA ANGLE. REFERENCE TIE FROM CITY MONUMENT NO. 141 TO THE NORTHEAST CORNER OF THE 39.279 ACRE TRACT IS S 30°49'43" E, 194.42 FEET; PUBLISHED CITY COORDINATES FOR PROJECT REFERENCE POINT 141 ARE N=10,354,042.98 E=3,212,989.81
6. THE APPROXIMATE LOCATION OF UNDERGROUND UTILITIES SHOWN HEREON ARE BASED UPON FIELD SURVEY INFORMATION, UTILITY LOCATORS MARKINGS AND EXISTING UTILITY AS-BUILT DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN HEREON ARE IN THE EXACT LOCATION INDICATED. ALL UTILITIES MUST BE FIELD VERIFIED BEFORE PERFORMING ANY WORK.
7. THE SURVEYOR DID NOT ABSTRACT THE SUBJECT TRACT. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT, THEREFORE THE SURVEYOR CERTIFIES THAT EASEMENTS THAT HE HAS BEEN ADVISED OF HAVE BEEN ADDRESSED HEREON. HOWEVER, THE SURVEYOR DOES NOT GUARANTEE THAT ALL EASEMENTS, RESTRICTIONS OR ENCUMBRANCES (EITHER OF RECORD OR NOT OF RECORD) WHICH MAY AFFECT THE SUBJECT TRACT ARE SHOWN HEREON.
8. FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) NOTE: THIS PROPERTY IS IN FEMA "OTHER AREAS" ZONE X AS SHOWN ON THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL 48027C0345E, WHICH BEARS AN EFFECTIVE DATE OF SEPTEMBER 26, 2008. THIS FLOOD STATEMENT DOES NOT IMPLY THAT THIS TRACT WILL, OR WILL NOT FLOOD, NOR DOES IT CREATE ANY LIABILITY IN SUCH EVENT ON THE PART OF THIS SURVEYOR OR COMPANY.

EXPLANATION OF FEMA ZONE: FEMA "OTHER AREAS" ZONE X = AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN.

OWNER/DEVELOPER

OMEGA COMMUNITY BUILDERS, INC.
P.O. BOX 1908
TEMPLE, TEXAS 76503-1908

JAMES I. HOWE, VICE PRESIDENT _____ DATE

SURVEYOR:
Marty Paul Polk 06/07/13
WALKER PARTNERS DATE
600 AUSTIN AVENUE, SUITE 20
WACO, TEXAS 76701

ENGINEER:
Jacob Bell 06/07/13
WALKER PARTNERS DATE
600 AUSTIN AVENUE, SUITE 20
WACO, TEXAS 76701

CITY CERTIFICATION

RECOMMENDED FOR PRELIMINARY APPROVAL:

CITY ENGINEER AND/OR DIRECTOR OF PUBLIC WORKS _____ DATE

APPROVED FOR PREPARATION OF FINAL PLAT:

CHAIRMAN, PLANNING AND ZONING COMMISSION _____ DATE

APPROVED FOR PREPARATION OF FINAL PLAT:

CITY SECRETARY _____ DATE

0 50 100 200
GRAPHIC SCALE (FEET)

Walker Partners
ENGINEERS • SURVEYORS
600 AUSTIN AVENUE, SUITE 20 ● WACO, TEXAS 76701
PHONE: 1-254-714-1402 ● T.B.P.E. REGISTRATION NO. 8053

PLAT NUMBER	DI-0221
PROJECT NUMBER	I-02078
DRAWN BY/CHECKED BY	MPP/KRH
FIELD NOTE NO.	I-02078-FN-02
DRAWING NAME	I-02078PRELIM.DWG
DRAFT DATE	06/15/2012
SHEET NUMBER	1 of 2

G:\Projects\1-02078\dwg\1-02078PRELIM.dwg, Layout1, 6/7/2013 11:00:57 AM, mpolk, 1:1

2nd COURTESY NOTICE
RESPONSE TO PROPOSED
REZONING REQUEST
CITY OF TEMPLE

Gary Etux Deyette Pauer
3790 Forrester Road
Temple, Texas 76502

Zoning Application Number: Z-FY-12-50 **Project Manager:** Beverly Zendt

Location: South of FM 93 along the west side of Dubose Road

We have identified your property as being adjacent to a proposed zone change which is the area shown in hatched marking on the attached map. Although your property is outside the Temple City L

Comments:

At first this developer promised two families to an acre. Now after we agreed to that proposal, he decides to double the concentration. Did he have that idea all along? We are opposed to this re-zoning. Where is all the additional water generated by this subdivision going? We are not naive to think that the City of Temple will oppose this re-zoning. You need the tax dollars. We have lived here since 1969. We developed Taylors Ridge Subdivision, owned a pharmacy here, my wife taught in Temple schools and I was stationed at Darnell Army Hospital for 4 years. Both my daughters graduated from Temple High School. We moved to this land to escape city congestion. Now it is at our door step. I would submit to Mr. Howe to at least make the lots contiguous to our land ½ acres each like he promised the first time.

Signature **Print Name** GARY A. PAUER

Please mail or hand-deliver this comment form to the address shown below, no later than September 17, 2012

City of Temple
Planning Department
Room 201
Municipal Building
Temple, Texas 76501

RECEIVED
SEP 10 2012
City of Temple
Planning & Development

Number of Notices Mailed: 3 Date Mailed: September 5, 2012

2nd RESPONSE TO PROPOSED REZONING REQUEST CITY OF TEMPLE

Dale Etux Dawn Massie
3620 Valley Mist Court
Temple, Texas 76502

Zoning Application Number: Z-FY-12-50 **Project Manager:** Beverly Zendt

Location: South of FM 93 along the west side of Dubose Road

The proposed rezoning is the area shown in hatched marking on the attached map. Because you own property within 200 feet of the requested change, your opinions are welcomed. Please use this form to indicate whether you are in favor of the possible rezoning of the property described on the attached notice, and provide any additional comments you may have.

I recommend ( ) approval (✓) denial of this request.

Comments:
See enclosure.

Dale H. Massie
Signature

Dale H. Massie
Print Name

Please mail or hand-deliver this comment form to the address shown below, no later than September 17, 2012

City of Temple
Planning Department
Room 201
Municipal Building
Temple, Texas 76501

RECEIVED
SEP 14 2012
City of Temple
Planning & Development

Number of Notices Mailed: 9 Date Mailed: September 5, 2012

Date: 09/12/2012
To: Temple Planning and Zoning Commission
Subject: Rezoning Request Application Z-FY-12-50

On Monday, July 23, 2012, the developer of Valley Ranch, Jim Howe, met with me and several other members of the Valley Ranch HOA to discuss future development plans for phase 3 of the subdivision. At that time, Mr. Howe made a presentation indicating that he would like to modify the zoning for the tract of land identified as 39.3 acres of land out of the William Frazier Survey, Abstract 310, City of Temple, Bell County, Texas, from half acre lots to lot sizes of approximately one-third of an acre in size. He indicated that this size lot would be more desirable to a greater segment of potential home buyers. In subdividing the property to a smaller lot size, he provided a plan that would allow for approximately 90 lots of this size. Phase 1 of Valley Ranch contains 36 lots and phase 2 contains 34 lots, for a total of 70 in both phases. (These two phases are also known as the Evergreen neighborhood, but I do not recall what Phase 3 is to be called). He further indicated that the homes that might be constructed on phase 3 would of the same style, quality and square footage as already exist in phase 1 and those currently under construction in phase 1 and phase 2, but phase 3 would not be gated as the other phases are. The current subdivision covenants provide the necessary guidelines for style and square footage, and outline any restrictions.

During the original discussion, I was fairly receptive to the plan Mr. Howe presented. After speaking with some of my neighbors and conducting some further research, I do not believe that the proposed rezoning should be approved. The minimum square footage of a PD-UE zoned lot is 22,500 sq. ft., whereas the minimum for a PD-SF-1 zoned lot is 7,500 sq. ft. The size of a one-third acre lot would be approximately 14,500 sq. ft. With a rezoning to PD-SF-1, there is a possibility that phase 3 of Valley Ranch could end up with far smaller lots and far smaller homes than currently exist in phases 1 and 2. Due to the minimum stated in PD-SF-1, there is a potential for double the number of 90 lots proposed by Mr. Howe for phase 3. It's also possible that phase 3 of Valley Ranch could become an entirely different subdivision with an entirely different set of covenants allowing for smaller square footage homes of a completely different style than exists in Valley Ranch at the present time.

While I understand that there is a need for affordable homes for the growing population of the Temple/Belton area and I'm not saying that I know the exact manner in which Mr. Howe might develop this property (PD-SF-1 does provide him greater freedom), but let us consider several things that might impact the decision to rezone phase 3 of Valley Ranch. Valley Ranch is situated on the southern fringe of the Temple city limits, primarily a more rural setting, which would make it more favorable to larger lot sizes. Currently, there are at least 4 subdivisions that I have noticed building activity taking place, 3 on South 5th St. and 1 on South 31st St. I don't have specific numbers, but judging by general observation, most appear to be smaller to medium sized starter type homes probably zoned as PD-SF-1, since they do appear to be single family dwellings. It would seem to me that there is ample PD-SF-1 zoned areas already available to South Temple that is being developed, as well as other adjacent areas (currently agricultural) on these streets that would be more conducive to PD-SF-1 some day in the future, should the owners decide to sell the property. Since there is a possibility of smaller lots/homes, then the population density will naturally increase. With these increases, there is a need to provide for more water/sewer service. There will be a need for more garbage/trash collection services. There will be a greater need for fire and police protection. There will be increased traffic into and out of the area. This could put a strain on the already existing services to this area. These factors could also degrade the quality of this more rural setting we now enjoy. And the possible addition of smaller, yet more affordable dwellings, will most likely impact the value of my property as well as that of my neighbors.

Let's use the Wyndham Hill subdivision (on South 5th St and developed by Omega/Jim Howe) as a comparison to Valley Ranch. The average lot size is about one-fifth of an acre (approx. 9,000 to 9,500 sq.ft.). The average appraised values (based on the Bell County Tax Assessors office) appear to be around $130,000 to $140,000, with a very few higher than that. We already know the average lot size in Valley Ranch phases 1 and 2 is one half acre. The average appraised values are in the range of

$200,000 to $250,000, with a fair number higher than those figures. That could be quite a difference from one side of Dubose Road to the other side.

So who does this rezoning request benefit? Naturally, the developer, else he would not be making the request. He could most likely develop this property more quickly and at less expense than he has with phases 1 and 2 of Valley Ranch. Potential new home owners could benefit as they would have better access to the more affordable homes. Even though lending institutions have made the qualification process more stringent than in the past, interest rates are at historic lows, home prices in Texas are more reasonable than some other parts of the country and if someone can get qualified, now is a good time to purchase a home they can afford. Does this benefit the City of Temple? I don't know for certain. The tax base will be increased, but those tax dollars will be used to provide services to the new residents in Valley Ranch phase 3. The new residents would be making purchases, thus paying sales tax on items, which would increase city revenue. Perhaps the city might at least break even, since municipal governments are more in the business of providing services to city residents and not necessarily turning a profit. Would rezoning phase 3 of Valley Ranch benefit me and my wife? When we moved to Valley Ranch, we were looking for some space and to get away from some of the urban sprawl and higher volume traffic associated with it. We were not looking for complete peace and quiet because if we were, we would have bought some acreage out in the country. If Mr. Howe were to develop the property in the manner explained to me and other HOA members at the aforementioned meeting, then I don't see that as a huge impact, but would still prefer the PD-UE zoning classification compared to the development latitude that Mr. Howe would be provided to an area zoned as PD-SF-1. If he were to change his mind, as he is already doing with his rezoning request, and develop the property in a similar manner as he has Wyndham Hill or in a lesser manner, then it would greatly impact us and be a detriment to our quality of life, the general composition of our more rural area, as well as values of our property.

It is my understanding that Mr. Howe has already visited with each of the planning and zoning commissioners to garner their support for this change, so it must be important to him. I don't know this be a fact, but have heard this from a neighbor who owns acreage adjacent to the property in question. This change is also important to me, so I will be attending the public hearing on September 17, 2012, so that I too, can meet the commissioners and present my position <u>against</u> the rezoning of this property.

Sincerely,

Dale H. Massie

Dale H. Massie
3620 Valley Mist Ct.
Temple, TX 76502
254-493-2361

2nd RESPONSE TO PROPOSED REZONING REQUEST CITY OF TEMPLE

KAM Homebuilders Ltd
P.O. Box 1344
Temple, Texas 76503-1344

Zoning Application Number: Z-FY-12-50 **Project Manager:** Beverly Zendt

Location: South of FM 93 along the west side of Dubose Road

The proposed rezoning is the area shown in hatched marking on the attached map. Because you own property within 200 feet of the requested change, your opinions are welcomed. Please use this form to indicate whether you are in favor of the possible rezoning of the property described on the attached notice, and provide any additional comments you may have.

I recommend (✓) approval ( ) denial of this request.

Comments:

Signature **Print Name**

Please mail or hand-deliver this comment form to the address shown below, no later than September 17, 2012

City of Temple
Planning Department
Room 201
Municipal Building
Temple, Texas 76501

RECEIVED
SEP 13 2012
City of Temple
Planning & Development

Number of Notices Mailed: 9 Date Mailed: September 5, 2012

City of Temple

2nd COURTESY NOTICE
RESPONSE TO PROPOSED
REZONING REQUEST
CITY OF TEMPLE

B. Trent Etux Vickie Street
3790 Forrester Road
Temple, Texas 76502

This is the wrong adress for my property
It should be 7515 Dubose Rd.

Zoning Application Number: Z-FY-12-50 **Project Manager:** Beverly Zendt

Location: South of FM 93 along the west side of Dubose Road

We have identified your property as being adjacent to a proposed zone change which is the area shown in hatched marking on the attached map. Although your property is outside the Temple City Limits, this letter is sent as a courtesy

Comments:
I am strongly against this zoning change. When this subdivision was proposed by Jim Howe he personnelly promised 1/2 acre lots with houses rangeing is value from $250,000 to $375,000. The smaller lot sizes will decrease the value of adjacent homes. It seems that Jim Howe can always get changes made to suit himself. The homeowners of the adjacent properties should have a say in this decision. I sincerely hope this zoning change is denied. ~~The least~~ At the very least, delay a decision so the city can hear from others that will be effected. Only property owners within 200 ft were notified of this change. I feel other property owners in the area should have an opportunity to comment.

Trent Street
Signature

Trent Street
Print Name

Please mail or hand-deliver this comment form to the address shown below, no later than September 17, 2012

City of Temple
Planning Department
Room 201
Municipal Building
Temple, Texas 76501

RECEIVED
SEP 17 2012
City of Temple
Planning & Development

Number of Notices Mailed: 3 Date Mailed: September 5, 2012

RESPONSE TO PROPOSED
REZONING REQUEST
CITY OF TEMPLE

Gary Etux Catherine Smith
3609 Valley Park Drive
Temple, Texas 76502

Zoning Application Number: **Z-FY-12-50** **Project Manager:** **Beverly Zendt**

Location: Along the southwest corner of FM 93 and Dubose Road

The proposed rezoning is the area shown in hatched marking on the attached map. Because you own property within 200 feet of the requested change, your opinions are welcomed. Please use this form to indicate whether you are in favor of the possible rezoning of the property described on the attached notice, and provide any additional comments you may have.

I recommend ( ) approval (✓) denial of this request.

Comments:
An increase in density for this tract will increase traffic and drainage. FM93 at Dubose can be challenging at times. To increase the number of vehicles using this intersection would have been challenging. However, to significantly increase the load at this intersection is a serious concern. I am also very concerned about drainage that will flow into the "park" behind Valley Park and Valley Mist. There are times that this drainage feature appears to be at capacity now.

Gary Smith
Signature

Gary Smith
Print Name

Please mail or hand-deliver this comment form to the address shown below, no later than August 6, 2012

City of Temple
Planning Department
Room 201
Municipal Building
Temple, Texas 76501

RECEIVED
AUG 06 2012
City of Temple
Planning & Development

Number of Notices Mailed: 9 Date Mailed: July 26, 2012

City of Temple

COURTESY NOTICE
RESPONSE TO PROPOSED
REZONING REQUEST
CITY OF TEMPLE

Gary Etux Deyette Pauer
3790 Forrester Road
Temple, Texas 76502

Zoning Application Number: Z-FY-12-50 **Project Manager:** Beverly Zendt

Location: Along the southwest corner of FM 93 and Dubose Road

We have identified your property as being adjacent to a proposed zone change which is the area shown in hatched marking on the attached map. Although your property is outside the Temple City Limits, this letter is sent as a courtesy.

Comments:

Four years ago we were promised by Jim Stone that the lots that backed up to our property would be ½ acre lots. We are of the conviction that when a man makes a promise, that it should be honored. Half acre lots in the back of the subdivision would be more valuable for ~~two~~ important reasons they would be further away from the highway 93 and would back up to beautiful acreage.

Delfette Pauer
Signature

Delfette Pauer
Print Name

Please mail or hand-deliver this comment form to the address shown below, no later than August 6, 2012

City of Temple
Planning Department
Room 201
Municipal Building
Temple, Texas 76501

Number of Notices Mailed: 3

Date Mailed: July 26, 2012

RECEIVED
JUL 31 2012
City of Temple
Planning & Development

RESPONSE TO PROPOSED
REZONING REQUEST
CITY OF TEMPLE

Dale Etux Dawn Massie
3620 Valley Mist Court
Temple, Texas 76502

Zoning Application Number: **Z-FY-12-50** **Project Manager:** **Beverly Zendt**

Location: Along the southwest corner of FM 93 and Dubose Road

The proposed rezoning is the area shown in hatched marking on the attached map. Because you own property within 200 feet of the requested change, your opinions are welcomed. Please use this form to indicate whether you are in favor of the possible rezoning of the property described on the attached notice, and provide any additional comments you may have.

I recommend (✓) approval ( ) denial of this request.

Comments:

Dale H. Massie
Signature

Dale H. Massie
Print Name

Please mail or hand-deliver this comment form to the address shown below, no later than August 6, 2012

City of Temple
Planning Department
Room 201
Municipal Building
Temple, Texas 76501

RECEIVED
AUG 07 2012
City of Temple
Planning & Development

Number of Notices Mailed: 9 Date Mailed: July 26, 2012

RESPONSE TO PROPOSED
REZONING REQUEST
CITY OF TEMPLE

LaVonna Constance
3613 Valley Park Drive
Temple, Texas 76502

Zoning Application Number: **Z-FY-12-50** **Project Manager:** **Beverly Zendt**

Location: Along the southwest corner of FM 93 and Dubose Road

The proposed rezoning is the area shown in hatched marking on the attached map. Because you own property within 200 feet of the requested change, your opinions are welcomed. Please use this form to indicate whether you are in favor of the possible rezoning of the property described on the attached notice, and provide any additional comments you may have.

I recommend ( ) approval (X) denial of this request.

Comments:

Signature

Lavonna Constance
Print Name

Please mail or hand-deliver this comment form to the address shown below, no later than August 6, 2012

City of Temple
Planning Department
Room 201
Municipal Building
Temple, Texas 76501

RECEIVED
AUG 07 2012
City of Temple
Planning & Development

Number of Notices Mailed: 9 Date Mailed: July 26, 2012

EXCERPTS FROM THE

PLANNING & ZONING COMMISSION MEETING

MONDAY, SEPTEMBER 17, 2012

ACTION ITEMS

Item 4: Z-FY-12-50 Hold a public-hearing to discuss and recommend action on a zone change from PD Planned Development-Urban Estates District (PD-UE) to Planned Development -Single Family-1 District (PD-SF-1) on 39.3± acres of land, being part of the William Frazier Survey, Abstract #310 located south of FM 93 along the west side of Dubose Road.

Ms. Zendt stated in 2004 the Planned Development Urban Estates (PD-UE) zoning was approved upon voluntary annexation of both tracts of land. A preliminary plat was submitted for this tract and the tract located to the east. The tract to the east has been built in conformance with the PD-UE standards and is currently developed. The applicant is requesting a zoning change for the remaining tract from PD-UE to Planned Development Single Family-One (PD-SF-1).

Surrounding properties include Agricultural (AG) to the north, to the east across Dubose Road is PD-UE, to the south is residential and AG, and to the west is undeveloped land.

The Future Land Use and Character Map designate this property is Suburban Residential. Originally this property was proposed for 56 residential lots. The new proposal is for 94 residential lots, which is a 67% increase in density. The original PD called for an average ½ acre lot size and the proposed PD-SF-1 identifies minimum lot size of approximately 10,802 square feet or .248 acres. The original PD-UE had a density of approximately 1.37 dwelling units per acre and the new proposed density would be 2.39 dwelling units per acre.

The applicant has proposed a rural street width of 22 feet of pavement and two feet ribbon curve with the approved PD and would like to stay the same recommendation for the PD-SF-1.

This preliminary plat was submitted in July 2012 and is what the PD is being based on. The applicant intends to build larger sized lots that what is required with the SF-1 zoning. The minimum lot size is 10,802 square feet as opposed to straight SF-1 with a minimum standard lot size of 7,500 square feet. The proposed largest lot size would be 22,433 square feet which is almost one-half acre.

Public utilities are available to serve the property with an eight-inch water line along FM 93 and a ten-inch wastewater main.

A local connector is proposed along FM 93 adjacent to the commercial tracts. The trail will probably be constructed at the same time the commercial tracts are developed and Dubose has existing right-of-way for the other section of the trail to be constructed in the future.

Nine notices were mailed: one respondent was in favor, three respondents were in opposition, and two courtesy notices were in opposition.

Staff recommends approval of the zoning request from PD-UE to PD-SF-1 since it is consistent with the submitted conceptual plan with the defined minimum lot size of 10,802 square feet rather than 7,500 square feet.

Staff recommends disapproval of the proposed 22 feet pavement width for interior streets. Originally the pavement width was approved for the PD-UE when the density was below two units per acre. The Unified Development Code (UDC) states when the density goes above two dwelling units per acre, a local width is required so Staff recommends 31 feet street standard.

Chair Staats opened the public hearing.

Mr. Jim Howe, 7353 W. Adams, Temple, Texas, represents the developer of Valley Ranch Subdivision. Mr. Howe asked for additional time in order to make his slide presentation.

Mr. Howe stated Valley Ranch is a locally owned master planned community. The request is to be zoned to PD-SF-1 for the west portion of the property and to retain the rural street design for the streets. The Valley Ranch Subdivision is located off of FM 93 and west of 31st Street. This is a 107 acre property.

The front portion of the property is set aside for Commercial (C) with nine undeveloped lots. There is a city park that is also a City storm water structure.

Valley Ranch was approved in 2004 with a total of 107 acres, mixed use, with 126 one-half acre lots zoned Urban Estates (UE). Originally it was designed for septic service since there was no sewer at that location, and designed with a rural street design with 28 foot collector street (Dubose Road) and 24 foot wide local streets (Staff stated 22 feet). Drainage is by grassy open swales, there are nine commercial lots, and a park.

Mr. Howe stated it was originally designed for septic service as opposed to public sewer and all of the engineering was completed for the subdivision when the City was able to bring sewer to the area and to serve Valley Ranch, the school and neighboring area. It was decided to stay with the proposal for one-half acre lots which are served by public sewer.

Mr. Howe commented the builders have been telling him that buyers are resisting large lots due to the costs involved. Another concern is drought water rationing. TBG Partners was hired and created a revised plan which downsized the lots from one-half acre to one-third acre (average lot size 105 feet x 135 feet) and improved the traffic flow/circulation by replacing the cul-de-sacs. Rural street design stayed with the same width as Phases I and II and a green space was added.

Mr. Howe gave more dimensional information, showed pictures of similar home designs intended for the development, and spoke about road widths. Mr. Howe stated they would like to be able to continue the road street designs as created in Phases I and II without parking restrictions.

Mr. Howe stated Staff is recommending approval of the rezoning but disapproves of the rural street design and would like to go to a standard 31 foot street with an underground storm water system. Mr. Howe's response to this is that the rural street design is consistent with Phases I and II; the density for the subdivision goes to 1.17 lots per acre, not 2.39; Dubose is a collector street, 28 feet wide, and constructed to standards; local streets 24 feet rural street design has

less impervious cover than 31 foot streets that are for storm water; traffic flow is improved; and parking with 50 feet setbacks from the street provides ample off street parking. The covenants for the subdivision prohibit parking for extended periods on the streets, day or night. Storm water pollution is being managed by vegetative swales instead of using concrete pipes.

Mr. Howe stated there was precedent for what is being requested. The City approved a West Temple subdivision with SF-2 zoning with a rural street design of 22 feet, no ribbon curbs, a density of 4.15 lots per acre with an average lot size of 65 feet by 125 feet, and no parking restrictions with 34 foot setbacks.

Mr. Howe asked that the Commission approve the request.

Ms. Deyette Pauer, 3790 Forrester Road, Temple, Texas, stated her property backed up to the south portion of Valley Ranch addition, Phases III and IV. Ms. Pauer provides a plat copy for the Commission for comparison along with a signed Petition from the residents in Taylors Valley and Evergreen (Phase I and II of Valley Ranch).

Ms. Pauer stated Mr. Howe came to their home six years ago to enlist support for Valley Ranch to all be half acre estate lots on both the east and west side of Dubose Road. Ms. Pauer stated they were in favor of this because of the rural setting. It was Ms. Pauer's understanding this would be the Valley Ranch Mr. Howe intended to develop. Ms. Pauer stated there were now 94 smaller lots (minus a few) from what was originally promised.

Mr. Dale Massie, 3620 Valley Mist Court, Temple, Texas, stated on Monday, July 23, 2012, Mr. Howe met with Mr. Massie and other homeowners of Valley Ranch Subdivision to discuss the development plan for Phase III. Mr. Massie was not aware of a Phase III until this meeting and has lived in Valley Ranch for one year. Presently, the subject property is being used for agricultural purposes until 2013.

Mr. Massie stated Mr. Howe informed them that smaller lots would be more desirable to a greater number of potential homebuyers. In subdividing the property into smaller lots, Mr. Howe showed a general plan of approximately 90 lots, where Phases I and II currently have 70. The homes in Phase III would be built in a similar style in square footage as already exists in Phase I of Valley Ranch. Mr. Massie does not recall if Mr. Howe mentioned what the zoning class would be, but the minimum lot size would be associated with it. No document outlining the restrictive covenants was provided at that time.

Since that meeting, Mr. Massie has learned that the minimum square footage of a zoned UE lot was 22,500 square feet whereas the minimum for SF-1 was 7,500 square feet which he felt was significant. Mr. Massie has also learned that the subject property has undergone two previous zoning changes. Mr. Massie stated it was possible that Phase III of Valley Ranch could become an entirely different subdivision with an entirely different set of covenants and completely different style that currently exists.

Mr. Massie purchased his home with the intent of staying there because of the larger lot environment and rural surroundings.

Mr. Massie asked the Commission to table this request until further study and discussion could take place on what the exact final plan would be.

Mr. Chris Anelundi, 7021 Valley Mist Drive, Temple, Texas, stated his family moved to Temple due to the overcrowding conditions in Killeen. They bought into Valley Ranch early on the commitment that all upcoming surrounding phases would be half acre estate lots like Phase I. The rezoning request was presented to Mr. Anelundi as no one wanted to purchase an estate lot anymore. However, after three years of stagnant development in Phase I, a new house is being framed on estate lots at the rate of about one every two months, eight to ten homes in the last 18 months.

At a recent homeowners meeting, the residents were told that if the property were rezoned, Phase III would have homes of equivalent square footage and exterior materials as Phase I but would be one third of an acre to make them more appealing to buyers.

Mr. Anelundi said he felt if this zone change were approved, traffic will not be the only thing making it difficult to leave his home.

Mr. Anelundi stated it was his understanding that the subject property would continue to be farmed until 2013. That being the case, he asked the Commissioners to please table this item until all affective residents can be given a chance to voice their positions if they choose.

Mr. John Mayo, 6918 Valley Mist Drive, Temple, Texas, stated he has lived in Valley Ranch for five years. Mr. Mayo works for Omega Builders but did not work for them when he purchased his home. One of the reasons they chose Valley Ranch was Mr. Howe's reputation.

Mr. Mayo is in support of the zoning request, however, his biggest concern is that if it is not approved, Mr. Howe might lose interest in developing Phase III and would sell it to an out of town developer, which he feels would be destructive.

Mr. Mayo stated higher density development projects would occur anyway, whether in Valley Ranch or not and was in support of this request.

Mr. Ron Gates, 3454 Forrester Road, Temple, Texas, asked where Mr. Mayo worked and Chair Staats stated Omega.

Mr. Charles Verhigh, 2271 River Ranch Road, Temple, Texas, stated the tail end of Fryer's Creek runs through his property. Over time, Mr. Verhigh said he has lost over an acre of land as a result of water runoff from south Temple and feels this is due to inadequate planning for water runoff. Mr. Verhigh had not seen any water runoff plan or engineering plan for this phase of the development and would like to see what it would be, especially with twice the number of homes being added.

Mr. Verhigh would suggest tabling this item until engineering can assess the impact of water runoff from increasing the number of lots.

There being no further speakers, Chair Staats closed the public hearing.

A representative from Public Works was not in attendance to answer any questions.

Commissioner Talley asked Mr. Howe how he got the information that larger lots were not selling. Mr. Howe stated the information came from feedback from sales people and other builders in the subdivision and was related to other subdivisions as well.

Mr. Howe stated storm water has been an issue and when a plan has been developed it would be submitted when the plat comes through.

Commissioner Magaña asked if this request were approved, what would keep Mr. Howe from building even smaller lots and homes. Mr. Howe stated the PD-SF-1 zoning would restrict the number and size of lots to what is stated and the covenants would require a 2000 foot minimum.

Ms. Pauer asked about the covenants stating a 2,000 square foot minimum and was it accessible to all. Chair Staats responded that the document would be recorded at the Clerk's office and is considered a public document for all. Ms. Pauer stated she would like the item tabled for further investigation.

Ms. Zendt stated the PD-SF-1 is consistent with the submitted preliminary plat locking in the parameters for the development.

Discussion about how Staff determines street width and curbs.

Commissioner Talley asked Mr. Massie what he was looking for if the item were tabled. Mr. Massie stated he would like better reassurance that the preliminary plat and any other plat going forward would not change, especially since it has already gone through previous zone changes. He has not seen the covenants for Phase II or III.

Commissioner Martin stated at this point the subject property conforms to the Future Land Use and Character Map which represents the Single Family One.

Commissioner Jones stated the only issue at hand is the zoning, not the platting. The other issues will go through the Staff and they would answer any questions the public has. He did not think tabling the zoning request would make any difference.

Ms. Autumn Speer, Director of Community Services, stated this is a Planned Development so it is a mixture of zoning and conceptual plans. SF-1 zoning does permit a 7,500 square foot lot. However, Mr. Howe proposes a planned development for SF-1 for the base zoning with a conceptual preliminary plat stipulating lot sizes and layout. Ms. Speer stated there was a preliminary plat that matches the PD in Staff's offices awaiting other information and engineering information from Mr. Howe's engineer. That is a separate process. If, through that process, Mr. Howe cannot address the issues that arise the way it is laid out, Mr. Howe would have to come back and amend the planned development.

Mr. Charles Christ, 3611 Valley Mist Court, Temple, Texas, asked about traffic circulation issues. People like cul-de-sacs because of small children and he wondered if that issue had been addressed.

Ms. Zendt stated the legal notice is published in the newspaper and the 200 foot buffer notices are required by state law. Courtesy notices are sent out but are not required by state law. Land use signs are also placed on properties to alert the public.

Commissioner Talley made a motion to table the item until the next meeting.

Ms. Zendt is asked to repeat the Staff's recommendations for the Commission.

Commissioner Magaña made a second.

Ms. Trudi Dill, Deputy City Attorney, stated the motion should include a time period for returning. Commissioner Talley stated next P&Z meeting scheduled for October 1, 2012.

Chair Staats delayed the vote upon further discussion.

Commissioner Jones stated there has been sufficient time for people to ask questions and get the information and did not feel the extra week or two would make any difference. Commissioner Jones would like to go forward with a motion.

Commissioner Talley stated tabling the item was the wisest thing to do since there are unanswered questions. Commissioner Magaña agreed.

Motion passed: (3:5)

Commissioners Harrell, Magana and Talley voted Aye; Commissioners Johnson, Jones, Martin, Vice-Chair Sears and Chair Staats voted Nay; Commissioner Rhoads absent

The motion failed therefore a new motion is needed.

Commissioner Jones made a motion to approve Item 4, Z-FY-12-50, as presented by the applicant in addition to adding no parking signs and Commissioner Martin made a second.

Discussion about street width.

Motion passed: (5:3)

Commissioners Harrell, Jones, Martin, Vice-Chair Sears, and Chair Staats voted Aye; Commissioners Magaña; Talley and Johnson voted Nay; Commissioner Rhoads absent

ORDINANCE NO. _____

(PLANNING NO. Z-FY-12-50)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A ZONING CHANGE FROM PLANNED DEVELOPMENT-URBAN ESTATES DISTRICT (PD-UE) TO PLANNED DEVELOPMENT-SINGLE FAMILY 1 (PD-SF1), ON APPROXIMATELY 39.3 ACRES OF LAND, BEING PART OF THE WILLIAM FRAZIER SURVEY, ABSTRACT NO. 310, AND LOCATED SOUTH OF FM 93 ALONG THE WEST SIDE OF DUBOSE ROAD; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, THAT:

Part 1: The City Council approves a rezoning from Planned Development-Urban Estates District (PD-UE) to Planned Development-Single Family 1 (PD-SF1), on approximately 39.3 acres of land, being part of the William Frazier Survey, Abstract #310, situated in the City of Temple, Bell County, Texas and located south of FM 93 along the west side of Dubose Road, and more fully described in Exhibit A, attached hereto and made a part hereof for all purposes.

Part 2: The City Council directs the Director of Planning to make the necessary changes to the City Zoning Map accordingly.

Part 3: It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this ordinance are severable and, if any phrase, clause, sentence, paragraph or section of this ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such phrase, clause, sentence, paragraph or section.

Part 4: This ordinance shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Temple, Texas, and it is accordingly so ordained.

Part 5: It is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED on First Reading and Public Hearing on the **18th** day of **July**, 2013.

PASSED AND APPROVED on Second Reading on the **1st** day of **August**, 2013.

THE CITY OF TEMPLE, TEXAS

_____

DANIEL A. DUNN, Mayor

ATTEST:

_____

Lacy Borgeson
City Secretary

APPROVED AS TO FORM:

_____

Jonathan Graham
City Attorney

COUNCIL AGENDA ITEM MEMORANDUM

DEPT. / DIVISION SUBMISSION & REVEIW:

Mark Baker, Planner

ITEM DESCRIPTION: FIRST READING - PUBLIC HEARING - Z-FY-13-23: Consider adopting an ordinance authorizing a zoning change from Light Industrial District (LI) to Central Area District (CA) on Lot 1, Block 34, Original Town of Temple, County of Bell, Texas, according to the map or plat recorded in volume 36, page 640 of the real property records of Bell County, Texas, located at 201 South Main Street.

PLANNING & ZONING COMMISSION RECOMMENDATION: At its June 17, 2013 meeting, the Planning and Zoning Commission voted 9 to 0 to recommend approval of the zoning change from Light Industrial (LI) to Central Area District (CA) for the above described property.

STAFF RECOMMENDATION: Conduct public hearing and adopt ordinance as presented in item description on first reading, and schedule a second reading and final adoption for August 1, 2013.

Staff recommends approval for the following reasons:

1. The proposed zoning is consistent with the Future Land Use Map which identifies this area as Urban Center;
2. The request complies with the Thoroughfare Plan;
3. The proposed zoning is compatible with the surrounding uses; and
4. Public facilities are available to serve the subject property.

ITEM SUMMARY: The subject property is located on the SE Corner of South Main Street and East "B" Avenue. The property is addressed as 201 South Main Street. The applicant has requested CA zoning to gain relief from the parking requirement of the Light Industrial (LI) zoning district. In conjunction to this zoning request, a conditional use permit (Z-FY-13-24) to establish a sports bar has been submitted for consideration. It is anticipated that the business will generate more than 75% of its revenue from the sale of alcohol with on-site consumption.

According to the City of Temple Comprehensive Plan / Future Land Use Plan, the subject property is within the designated Urban Center District. The Urban Center District is for the immediate downtown area, providing for the most intensive site development within the community. In addition to buildings

devoted entirely to office, commercial or service uses (including commercial lodging), buildings should be allowed - and encouraged - to include a mix of ground floor retail or service uses with upper–floor residential use. Off-street parking requirements are also typically eliminated in favor of on-street parking and/or structured parking (public or private). While encompassing a larger area, the Central Area (CA) zoning district is the predominant zoning district of the downtown core within the Urban Center designation of the Future Land Use Plan. The variety of permitted uses may include offices, retails sales, restaurants, grocery stores and department stores. Other uses may include but are not limited to: storage warehouse, welding or machine shop, an indoor/outdoor flea market or a temporary carnival/ circus. Examples of conditional uses may include but not limited to: a temporary asphalt or concrete batch plant, petroleum or gas well, cemetery, crematorium, mausoleum or a sewage pumping station or a business which generates more than 75% of its revenue from the sales of alcohol with on-premise consumption. Prohibited uses include the most restrictive residential uses and the most intensive industrial uses.

The CA district is generally bordered by the following streets: North 10th Street (western border), East French Street (northern border), North & South 10th Street (eastern border) and "B" Avenue (southern border). There are several individual parcels which have expanded the CA designation south of "B" Avenue and are within Block 34 of Temple Original subdivision. This is the same subdivision block as the subject parcel.

SURROUNDING PROPERTY AND USES: The following table describes the subject property, existing zoning and current land uses:

Direction	Zoning	Current Land Use
Subject Property	LI	Currently Unoccupied
(N) Across "B" Ave	CA	W.R. Poage Federal Building
(S) Across W. "C" Ave	LI	Service Uses
(E) Same Block & Across 2nd St	CA & LI	Restaurant and Service Uses
(W) Across S. Main Street	LI	Service Uses

COMPREHENSIVE PLAN COMPLIANCE: The proposed rezoning relates to the following goals, objectives or maps of the Comprehensive Plan and Sidewalk and Trails Plan:

CP	Map 3.1 - Future Land Use and Character (FLUP)	Urban Center is identified for the subject property as well as identified in all four directions from the subject property.	Y
CP	Map 5.2 - Thoroughfare Plan	The subject property is located at the SE Corner of South Main Street and East "B" Ave but has primary frontage on South Main Street. Both identified as Local Streets.	Y
CP	Goal 4.1 - Growth and	Sufficient utilities are in place to	Y

	development patterns should be consistent with the City's infrastructure and public service capacities	accommodate the proposed use of the property. The property is served by 6" water lines in both South Main Street and East "B" Ave and a 2" in the alley. A 6" sewer line is available to the property in the alley.	
STP	Temple Trails Master Plan Map & sidewalks	No existing or proposed trails were identified in the Master Plan Map along the subject property's frontage of South Main Street and East "B" Ave.	Y

CP = Comprehensive Plan STP = Sidewalk and Trails Plan

DEVELOPMENT REGULATIONS: Although there are dimensional standards for residential uses in the CA zone, there are no established dimensional standards for non-residential uses. As per UDC 4.6, the maximum building height may be any legal limit that other laws and ordinances do not prohibit. The subject property is currently developed with a building footprint which extends to the property line on all sides.

On-site parking is typically waived in favor of on-street parking per UDC Section 7.5.C however, residential uses and other than multi-family uses are required to provide a minimum one parking space per dwelling unit.

PUBLIC NOTICE: Nine notices of the Planning and Zoning Commission public hearing were sent out to property owners within 200-feet of the subject property as required by State law and City Ordinance. As of Monday July 8, 2013 at 12:00 PM, five notices in agreement and one notice in disagreement have been received for the proposed zone change.

The newspaper printed notice of the Planning and Zoning Commission public hearing on June 6, 2013, in accordance with state law and local ordinance.

FISCAL IMPACT: Not Applicable

ATTACHMENTS:
Subject & Surrounding Property Photos
Zoning and Aerial Location Map
Future Land Use and Character Map
Buffer Notification Map
Returned Property Owner Notices
PZ Excerpts
Ordinance

Subject Property: From South Main Street

South: Toward "C" Ave

North: Across "B" Ave

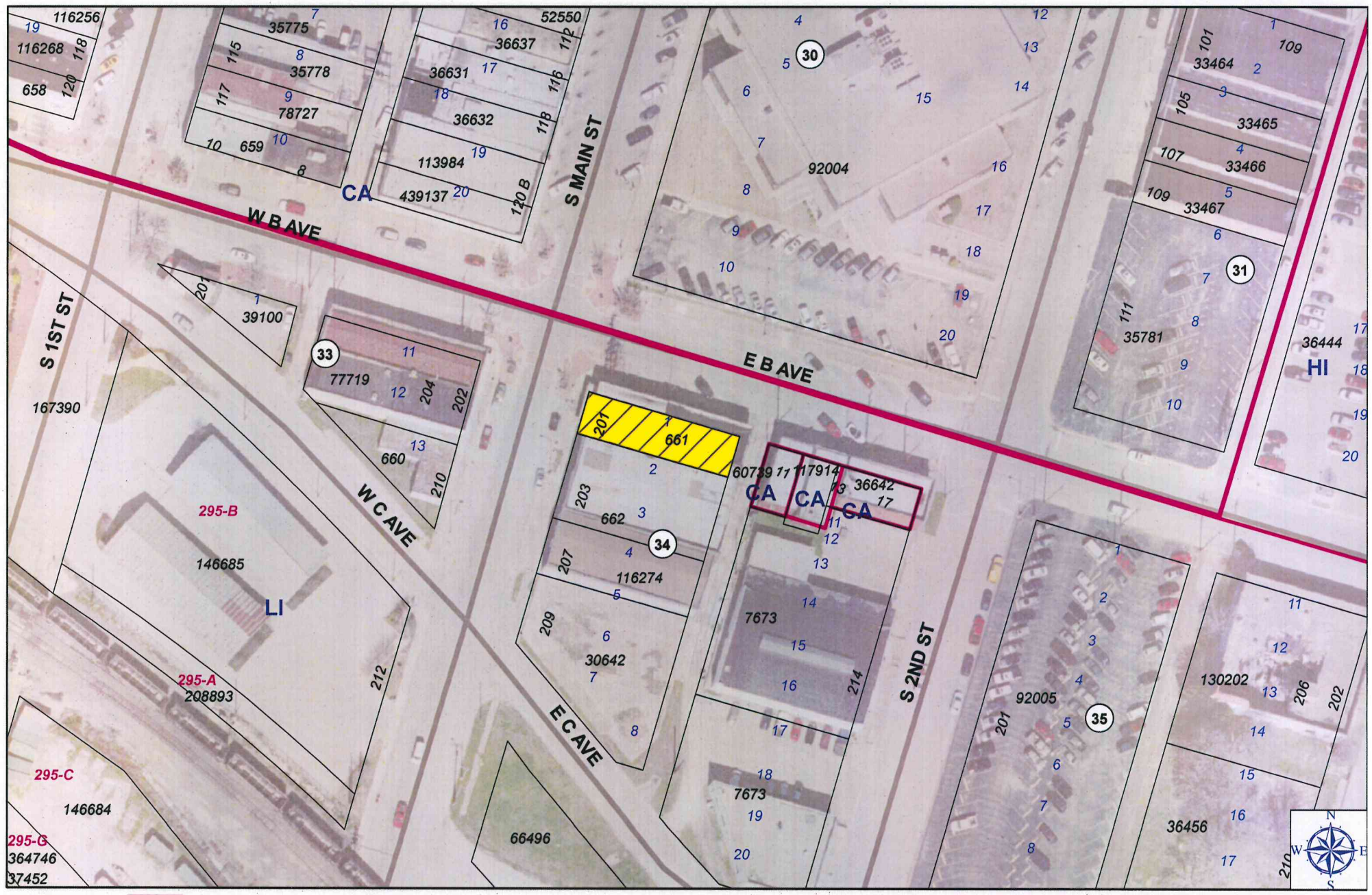
East: Toward 2nd Street

West: Across South Main Street

Z-FY-13-23

Zone Change
LI to CA

201 S. Main Street



Case
Zoning
Subdivision
Outblock Number
1234-A
Address
1234
Block Number
1
Lot Number
1

0 50 100
Feet

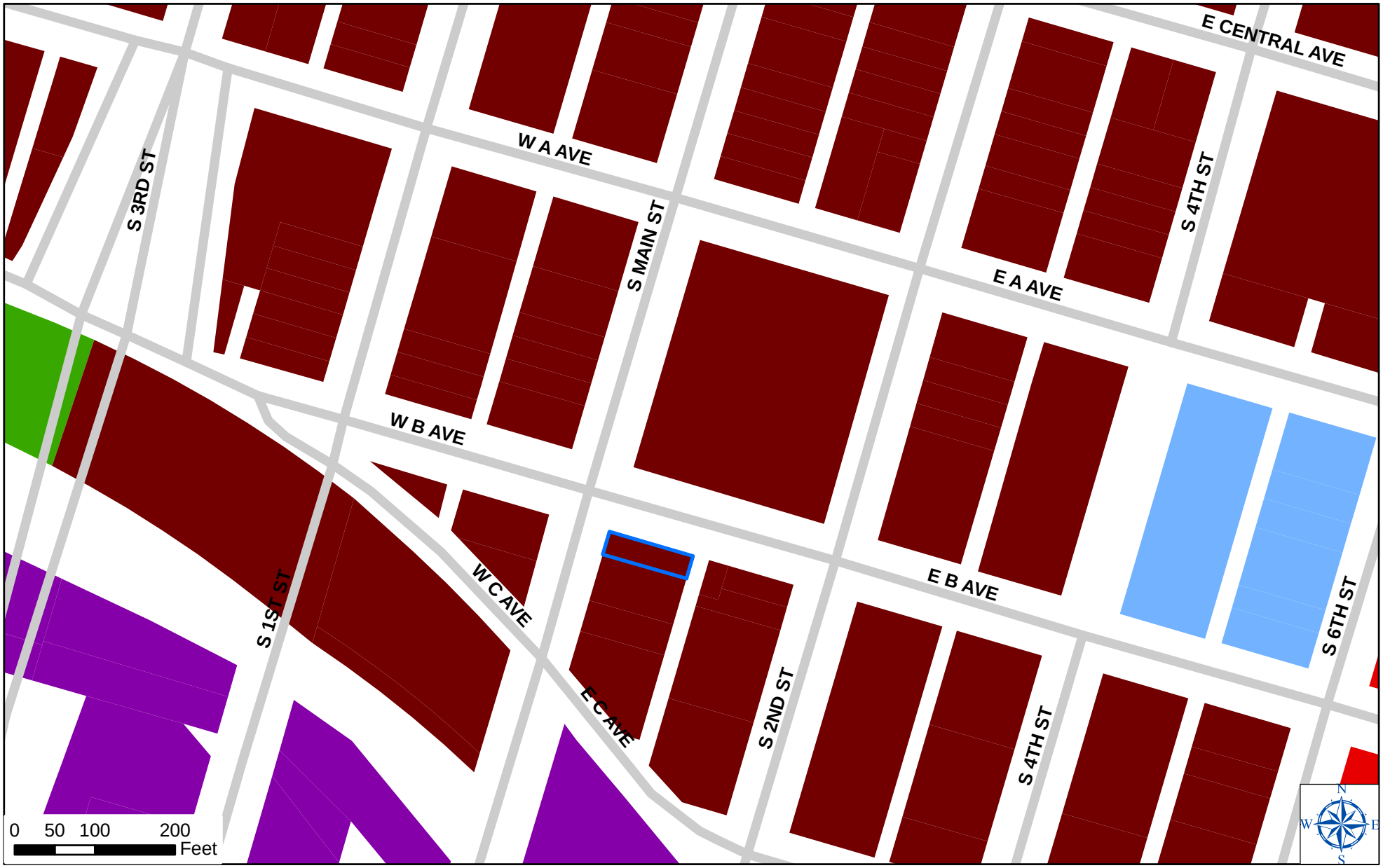
6/10/2013
City of Temple GIS
mbaker

GIS products are for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. They do not represent an on-the-ground survey and represent only the approximate relative location of property boundaries and other features.

Z-FY-13-23

Zone Change
LI to CA

201 S. Main Street



Future Land Use

- Neighborhood Conservation
- Estate Residential
- Suburban Residential
- Auto-Urban Residential
- Auto-Urban Multi-Family
- Auto-Urban Mixed Use
- Auto-Urban Commercial
- Suburban Commercial
- Urban Center
- Temple Medical Education District
- Industrial
- Business Park
- Public Institutional
- Parks & Open Space
- Agricultural/Rural

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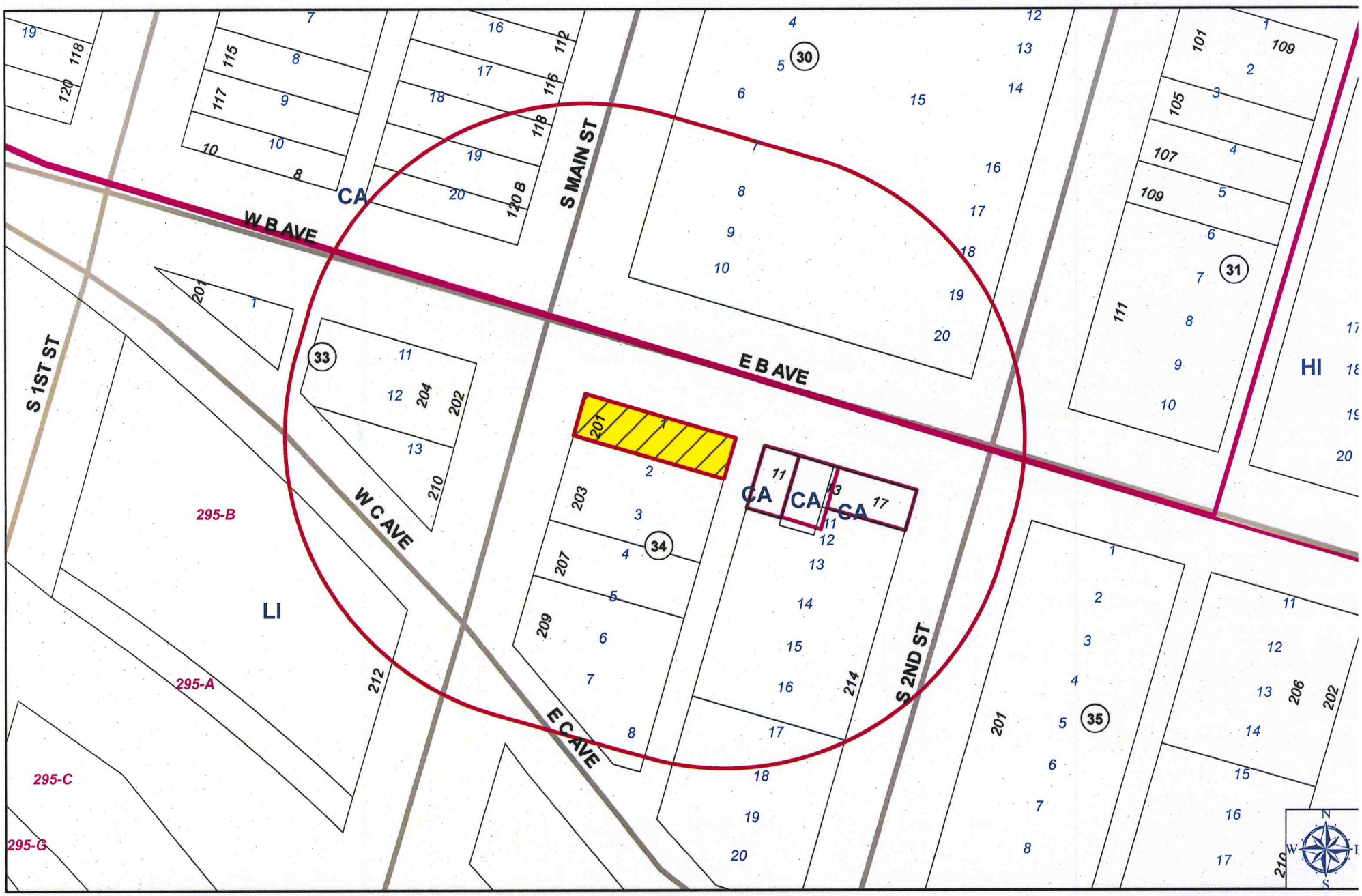
6/10/2013
City of Temple GIS

Z-FY-13-23

Zone Change
LI to CA

201 S. Main Street



Case
200' Buffer
Zoning
Subdivision
1234-A Outbloock Number
1234 Address
1 Block Number
1 Lot Number

0 50 100
Feet

5/29/2013
City of Temple GIS
mbaker

GIS products are for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. They do not represent an on-the-ground survey and represent only the approximate relative location of property boundaries and other features.

RESPONSE TO PROPOSED
ZONE CHANGE R
CITY OF TEMP

Address Correction requested from 219 to. correct address is 210 S Main St

Thank You!

Joe Everett
210 South Main Street
Temple, Texas 76501

Zoning Application Number: **Z-FY-13-23** **Project Manager:** **Mark Baker**

Location: 201 South Main Street

The proposed rezoning is the area shown in hatched marking on the attached map. Because you own property within 200 feet of the requested change, your opinions are welcomed. Please use this form to indicate whether you are in favor of the possible rezoning of the property described on the attached notice, and provide any additional comments you may have.

I recommend (✓) approval ( ) denial of this request.

Comments:

Joseph M. Everett
Signature

Joseph M. Everett
Print Name

Please mail or hand-deliver this comment form to the address shown below, no later than June 17, 2013

City of Temple
Planning Department
Room 102
Municipal Building
Temple, Texas 76501

RECEIVED
JUN 12 2013
City of Temple
Planning & Development

Number of Notices Mailed: 9 Date Mailed: June 6, 2013

RESPONSE TO PROPOSED
ZONE CHANGE REQUEST
CITY OF TEMPLE

Joseph Etux Willie Mae Murray
2311 Fox Glen Lane
Temple, Texas 76502

Zoning Application Number: Z-FY-13-23 **Project Manager:** Mark Baker

Location: 201 South Main Street

The proposed rezoning is the area shown in hatched marking on the attached map. Because you own property within 200 feet of the requested change, your opinions are welcomed. Please use this form to indicate whether you are in favor of the possible rezoning of the property described on the attached notice, and provide any additional comments you may have.

I recommend ( ) approval (X) denial of this request.

Comments:
My main concern from past experience and time a bar or lounge opened near my building I would often times get beer cans, broken beer bottles or just beer bottles that I would have to pick up and dispose of before I could park my vehicle.

Joseph Murray
Signature

JOSEPH MURRAY
Print Name

Please mail or hand-deliver this comment form to the address shown below, no later than June 17, 2013

City of Temple
Planning Department
Room 102
Municipal Building
Temple, Texas 76501

RECEIVED
JUN 14 2013
City of Temple
Planning & Development

Number of Notices Mailed: 9 Date Mailed: June 6, 2013

RESPONSE TO PROPOSED
ZONE CHANGE REQUEST
CITY OF TEMPLE

Goudarz Karimkhani
P.O. Box 782
Temple, Texas 76503-782

Zoning Application Number: **Z-FY-13-23** **Project Manager:** **Mark Baker**

Location: 201 South Main Street

The proposed rezoning is the area shown in hatched marking on the attached map. Because you own property within 200 feet of the requested change, your opinions are welcomed. Please use this form to indicate whether you are in favor of the possible rezoning of the property described on the attached notice, and provide any additional comments you may have.

I recommend (X) approval ~~( ) denial of this request.~~

Comments:

Goudarz Karimkhani
Signature

DR. GOUDARZ KARIMKHANI
Print Name
Tel. 254-778-8183

Please mail or hand-deliver this comment form to the address shown below, no later than June 17, 2013

City of Temple
Planning Department
Room 102
Municipal Building
Temple, Texas 76501

RECEIVED
JUN 17 2013
City of Temple
Planning & Development

Number of Notices Mailed: 9 Date Mailed: June 6, 2013

RESPONSE TO PROPOSED
ZONE CHANGE REQUEST
CITY OF TEMPLE

R G R Inc.
Attn: R C Roberts, President
P.O. Box 1861
Muskogee, OK 74402

Zoning Application Number: **Z-FY-13-23** **Project Manager:** **Mark Baker**

Location: 201 South Main Street

The proposed rezoning is the area shown in hatched marking on the attached map. Because you own property within 200 feet of the requested change, your opinions are welcomed. Please use this form to indicate whether you are in favor of the possible rezoning of the property described on the attached notice, and provide any additional comments you may have.

I recommend (X) approval ( ) denial of this request.

Comments:

Signature **Print Name**

Please mail or hand-deliver this comment form to the address shown below, no later than June 17, 2013

City of Temple
Planning Department
Room 102
Municipal Building
Temple, Texas 76501

RECEIVED
JUN 17 2013
City of Temple
Planning & Development

Number of Notices Mailed: 9 Date Mailed: June 6, 2013

RESPONSE TO PROPOSED
ZONE CHANGE REQUEST
CITY OF TEMPLE

R G R Inc
c/o Mr. Carlile Roberts
P.O. Box 1861
Muskogee, OK 74402

Zoning Application Number: **Z-FY-13-23** **Project Manager:** **Mark Baker**

Location: 201 South Main Street

The proposed rezoning is the area shown in hatched marking on the attached map. Because you own property within 200 feet of the requested change, your opinions are welcomed. Please use this form to indicate whether you are in favor of the possible rezoning of the property described on the attached notice, and provide any additional comments you may have.

I recommend (X) approval ( ) denial of this request.

Comments:

Signature

ADAM LAMBERT
Print Name

Please mail or hand-deliver this comment form to the address shown below, no later than June 17, 2013

RECEIVED
JUN 17 2013
City of Temple
Planning & Development

City of Temple
Planning Department
Room 102
Municipal Building
Temple, Texas 76501

RECEIVED
JUN 17 2013
City of Temple
Planning & Development

Number of Notices Mailed: 9 Date Mailed: June 6, 2013

EXCERPTS FROM THE

PLANNING & ZONING COMMISSION MEETING

MONDAY, MAY 20, 2013

ACTION ITEMS

Item 5: Z-FY-13-23: Hold a public hearing to discuss and recommend action on a zone change from Light Industrial District (LI) to Central Area District (CA) on Lot 1, Block 34, Original Town of Temple, County of Bell, Texas, according to the map or plat recorded in volume 36, page 640 of the real property records of Bell County, Texas. The subject property is located at 201 South Main Street.

Mr. Mark Baker, Planner, stated the applicant for this request was Francisco Vidana and this item will go to City Council for first reading on July 18 and second reading on August 1.

The Comprehensive Plan Future Land Use and Character Map designate the area as Urban-Center District which is for the immediate downtown area and – provides for the most intensive site development and allows buildings devoted to office, commercial or service uses.

The subject property is located at the southeast corner of South Main Street and W Avenue B.

The Central Area (CA) district is the predominant zoning district within the downtown core and principally addresses development within the Central Business District. The district allows uses ranging from most office, retail, service and commercial uses including retail sales, restaurants, grocery stores and department stores.

Several allowed and prohibited uses are given.

There is a six-inch water line in both South Main Street and West B Avenue, a two inch water line in the alley, along with a six-inch sewer line in the alley to serve the property.

Surrounding properties include unoccupied and occupied service and industrial uses to the south, The Poage Federal Building to the north, restaurant and service uses to the east and service uses to the west.

There are no established dimensional standards for non-residential uses within the CA zone. The property is currently developed with a building foot print extending to the property lines on all sides.

Per UDC Section 4.6, the maximum building height may be any legal limit that other laws and ordinances do not prohibit. Off-street parking requirements in CA are generally waived in favor of on-street parking or a mix of structured parking (public/private).

Nine notices were mailed out. Four notices were returned in favor of the request and one was returned in opposition. Verification of the signature for opposition is pending. The denial was based on the previous use of the building as a bar and beer cans and broken bottles were littered around the building causing the adjacent property owner to clean it up. The applicant has been advised of this concern and is aware the establishment must be operated in a manner to reduce excessive litter.

Staff recommends approval of the request for a zone change from LI to CA for the following reasons:

1. The proposed zoning is consistent with the Future Land Use Map which identifies this area as Urban Center;

2. The request complies with the Thoroughfare Plan;

3. The proposed zoning is compatible with the surrounding uses; and

4. Public facilities are available to serve the subject property.

Chair Staats opened the public hearing. There being no speakers, the public hearing was closed.

Commissioner Martin made a motion to approve Item 5, **Z-FY-13-23**, and Vice-Chair Sears made a second.

Motion passed: (9:0)

ORDINANCE NO. _____

(PLANNING NO. Z-FY-13-23)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A ZONING CHANGE FROM LIGHT INDUSTRIAL DISTRICT (LI) TO CENTRAL AREA DISTRICT (CA), ON LOT 1, BLOCK 34, ORIGINAL TOWN OF TEMPLE, AND LOATED AT 201 SOUTH MAIN STREET; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, THAT:

Part 1: The City Council approves a rezoning from Light Industrial District (LI) to Central Area District (CA) on Lot 1, Block 34, Original Town of Temple, County of Bell, Texas according to the map or plat recorded in volume 36, page 640 of the real property records of Bell County, Texas, and located at 201 south Main Street, and more fully described in Exhibit A, attached hereto and made a part hereof for all purposes.

Part 2: The City Council directs the Director of Planning to make the necessary changes to the City Zoning Map accordingly.

Part 3: It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this ordinance are severable and, if any phrase, clause, sentence, paragraph or section of this ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such phrase, clause, sentence, paragraph or section.

Part 4: This ordinance shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Temple, Texas, and it is accordingly so ordained.

Part 5: It is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED on First Reading and Public Hearing on the **18th** day of **July**, 2013.

PASSED AND APPROVED on Second Reading on the **1st** day of **August**, 2013.

THE CITY OF TEMPLE, TEXAS

_____

DANIEL A. DUNN, Mayor

ATTEST:

_____

Lacy Borgeson
City Secretary

APPROVED AS TO FORM:

_____

Jonathan Graham
City Attorney

COUNCIL AGENDA ITEM MEMORANDUM

DEPT. / DIVISION SUBMISSION & REVIEW:

Mark Baker, Planner

ITEM DESCRIPTION: FIRST READING - PUBLIC HEARING – Z-FY-13-24: Consider adopting an ordinance authorizing a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption where sales will be more than 75% of the gross revenue for Vidana's Place, on Lot 1, Block 34, Original Town of Temple, County of Bell, Texas, according to the map or plat recorded in volume 36, page 640 of the real property records of Bell County, Texas, located at 201 South Main Street.

PLANNING & ZONING COMMISSION RECOMMENDATION: At its June 17, 2013 meeting, the Planning and Zoning Commission voted 9 to 0 to recommend approval of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption where sales will be more than 75% of the gross revenue for Vidana's Place.

STAFF RECOMMENDATION: Conduct public hearing and adopt ordinance as presented in item description on first reading, and schedule a second reading and final adoption for August 1, 2013.

Staff recommends approval for the following reasons:

1. The request is compatible with the Future Land Use and Character Map;
2. The request complies with the Thoroughfare, Plan;
3. Public facilities are available to serve the property; and
4. The applicant has demonstrated compliance with the specific standards in Section 5.3.15 of the UDC.

ITEM SUMMARY: The subject property is located on the SE Corner of South Main Street and East "B" Avenue. The property is addressed as 201 South Main Street. The applicant, Francisco Vidana, proposes establishing a business where it is anticipated that more than 75% of the gross revenue will be from the sale of alcoholic beverages with on-premise consumption. The applicant has submitted

this application simultaneously with an application for a zone change from LI to CA. In the CA district, if revenue from beer and wine sales is less than 75% or when all alcoholic beverage sales are below 50%, the use is permitted by right. The applicant is proposing sales of alcoholic beverages that will amount to more than 75% of the gross revenue which requires a conditional use permit.

Mr. Vidana has indicated that this will be a family-run business with an emphasis on sporting events. Business hours are anticipated to be Wednesday and Thursday from 4 pm to 12 am and Fridays and Saturdays from 4 pm to 1 am. Business hours may be expanded as special events warrant. Along with several projectors and television screens available for viewing such events, two billiard tables will be available for use by patrons. In addition, opportunities for karaoke, DJ and/or dancing are anticipated. The building footprint measures approx 30' X 110' (3300 S.F.) where accommodations for 10 to 15 tables as well as a wrap-around counter are planned.

Establishments with alcoholic beverage sales for on-premise consumption are subject to the standards in Section 5.3.15 of the UDC. A number of the standards applicable to this property have been identified and are discussed as follows:

Traffic Generation / Area Overcrowding: The property is developed and has been used previously as a bar/tavern. Although there are several businesses operating in the immediate area, it is not anticipated that there will be a substantial increase to traffic generation or overcrowding.

Licensing from Texas Alcoholic Beverage Commission: The applicant must comply with applicable licensing and permit provisions of the Alcoholic Beverage Code. This will be required within 6 months from the date of the issuance of the conditional use permit.

Security: The applicant has indicated that security lighting and security cameras will be provided both inside and outside as well as security at the front entrance to check identification. In addition, the applicant has indicated that an investment will be made to train and supervise employees to provide attentive and friendly service.

Parking: The CA zoning district allows on-street parking. There are a number of opportunities for on-street parking along South Main Street and West/East "B" Ave. It is also noteworthy that business hours will occur during times when many of the surrounding businesses will be closed and so patrons would not be competing for on-street parking spaces.

Distance from Sensitive Uses: As provided by UDC Section 5.5.15C, the property is not located within 300 from a place of worship, elementary or secondary school, public hospital, public park, or any residentially zoned or developed lot. The closest distance to any of these listed uses, as measured in a straight, direct line from the property line of the establishment to the nearest property line, is to Fred Springer Park at a distance of approx 381 feet.

The applicant has provided a narrative, a floor plan and as required per UDC Section 3.5.2B, a site plan. Staff has reviewed the use permit and the site plan which were considered by the DRC during their May 29, 2013 meeting. Based on the proposal, no issues were identified during the meeting.

The applicable standards, site and floor plan will be included in the Ordinance, if the conditional use permit is approved by City Council.

SURROUNDING PROPERTY AND USES: The following table describes the subject property, existing zoning and current land uses:

Direction	Zoning	Current Land Use
Subject Property	LI	Currently Unoccupied
(N) Across "B" Avenue	CA	W.R. Poage Federal Building
(S) Across W. "C" Avenue	LI	Service Uses
(E) Same Block & Across 2nd St.	CA & LI	Restaurant and Service Uses
(W) Across South Main Street	LI	Service Uses

DEVELOPMENT REGULATIONS: Although there are dimensional standards for residential uses in the CA zone, there are no established dimensional standards for non-residential uses. As per UDC 4.6, the maximum building height may be any legal limit that other laws and ordinances do not prohibit. The subject property is currently developed with a building footprint which extends to the property line on all sides.

On-site parking is typically waived in favor of on-street parking per UDC Section 7.5.C however, residential uses and other than multi-family uses are required to provide a minimum one parking space per dwelling unit.

PUBLIC NOTICE: Nine notices of the Planning and Zoning Commission public hearing were sent out to property owners within 200-feet of the subject property as required by State law and City Ordinance. As of Monday July 8, 2013 at 12:00 PM, three notices in agreement and one notice in disagreement have been received for the proposed conditional use permit.

FISCAL IMPACT: Not Applicable

ATTACHMENTS:
Subject & Surrounding Property Photos
Use Narrative
Aerial Map
Site Plan
Floor Plan
Buffer Notification Map
Returned Property Owner Notices
PZ Excerpts
Ordinance

Subject Property: From South Main Street

South: Toward "C" Ave

North: Across "B" Ave

East: Toward 2nd Street

West: Across South Main Street

05/13/2013

Vidana's Place

201 S, Main St. Temple, TX

I Francisco Vidana would like to request for an Conditional Use Permit (CUP). Vidana's Place strives to be the premier sports theme club in downtown Temple, TX. Management will be controlled by Francisco Vidana, Stella Vidana, and Francisco J. Vidana. Our goal is to be a step ahead of the competition. We want our customers to have more fun during their leisure time. Our main cliental that we aim for will be the sport fanatics. It will be a business opened Wednesdays, Thursdays, Fridays, and Saturdays in the beginning. Wednesdays and Thursdays hours of operation will be 4 p.m. – 12 a.m. while Friday and Saturdays will be opened from 4 p.m. – 1 a.m. Depending on sporting events and business it will be possible that we will be open other days as well. We will provide projectors and televisions with more sporting events than some other places. We will also have two Billiard tables as well as a sectioned off dance floor. In the dance floor section there is an open stage that could be possibly used for open karaoke or DJ. Vidana's place will have roughly around 10-15 tables as well as a high standing ledge rapped around the inside to give more room for people to enjoy themselves and company. As for food and drinks we will serve beer and sodas and some snacks to get rid of the small hunger. We are anticipating 75% or more of generated sales from alcohol. The ages allowed in the club will be 18 & up. For those who are under the age of 21 will be provided with an "X" or either a wrist band acknowledging that they will not be served alcohol once inside the building. We will have security at the door checking ID's as well as security inside controlling and patrolling. Vidana's place will also have security cameras inside and outside of the building for any issues as well as alarms to control activity after hours. Also, the building will contain four lights on the outside controlled by photocell on and timer off. In order to maintain a unique image the Company will provide attentive and friendly service for its customers as well as its surrounding businesses. We will also invest in the training and supervision of its employees.

Francisco Vidana (Master Electrician)

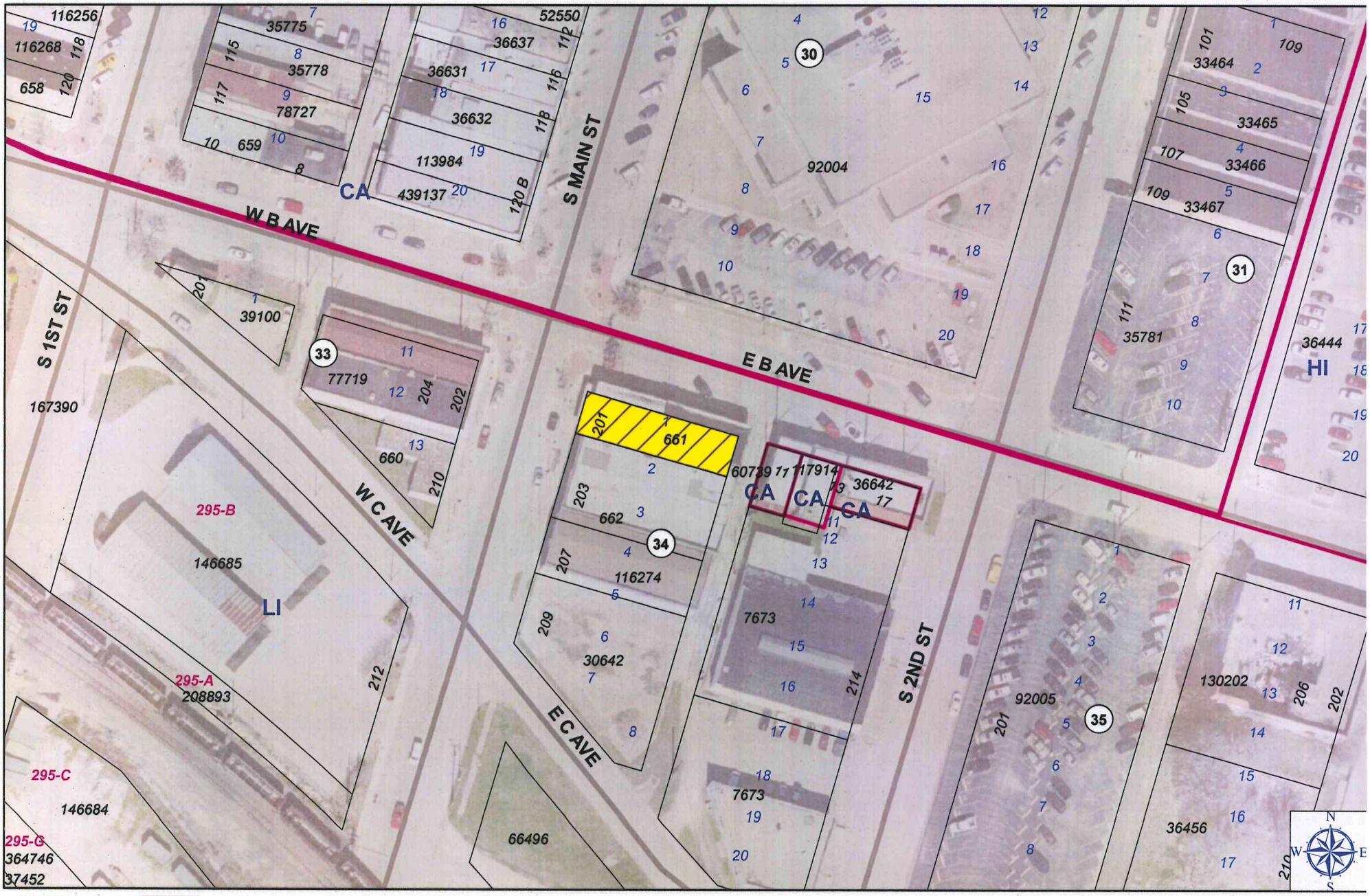
Cell:(254)913-9968

Home:(254)771-0804

Z-FY-13-24

Conditional Use Permit
More Than 75% Sales from Alcohol

201 S. Main Street

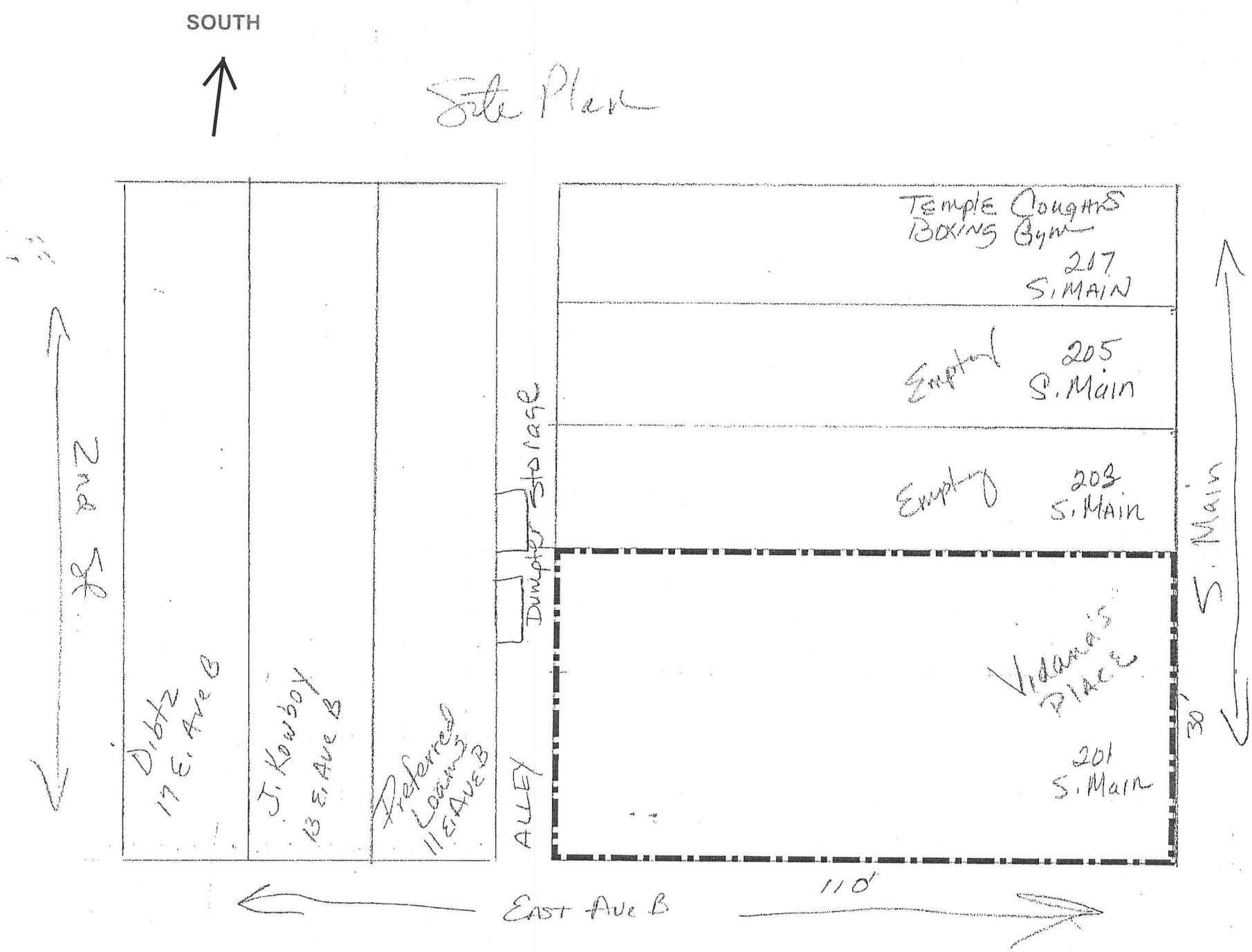


Case
Zoning
Subdivision
Outblock Number 1234-A
Address 1234
Block Number 1
Lot Number 1

0 50 100 Feet

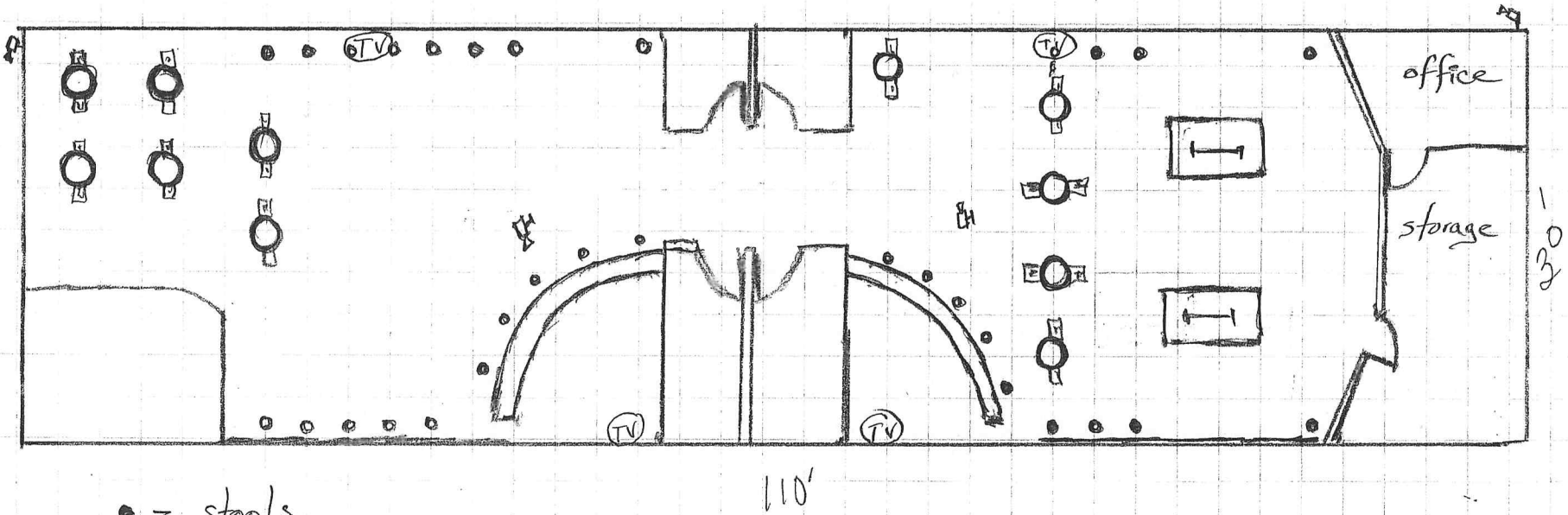
6/10/2013
City of Temple GIS

GIS products are for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. They do not represent an on-the-ground survey and represent only the approximate relative location


SOUTH
Site Plan
Temple Coughs Boxing Gym
207 S. MAIN
Empty
205 S. Main
Empty
203 S. MAIN
Dumpster
Storage
Vidana's Place
201 S. Main
S. Main
30'
ALLEY
110'
East Ave B
Dibtz 17 E. Ave B
J. Rowboy 13 E. Ave B
Preferred Lawns 11 E. Ave B

scale 1/4" = 3'0"

201 S MAIN ST



• = stools

= Table and 2 chairs

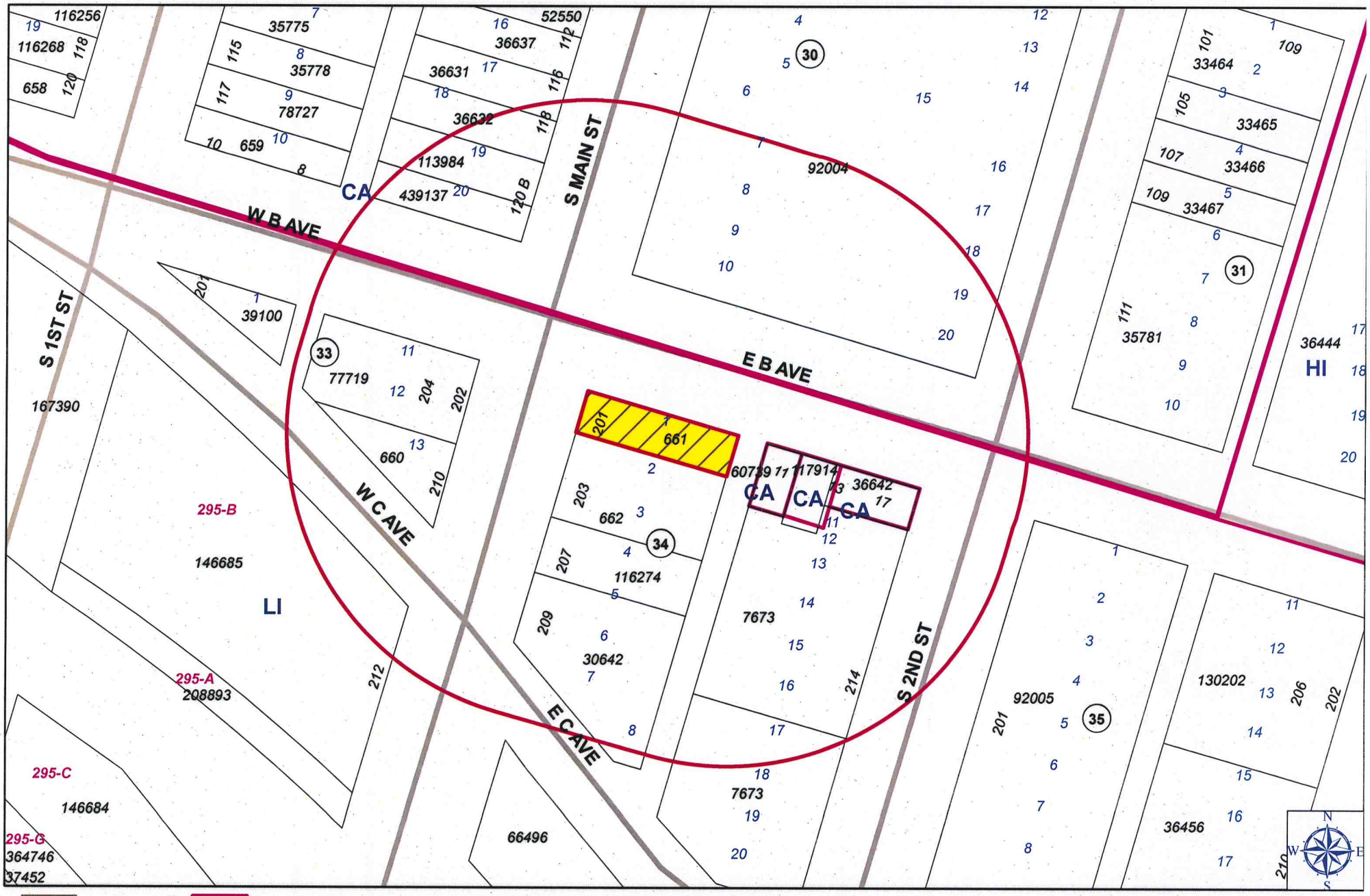
= pool tables with light above

= Security Camaras.

Z-FY-13-24

Conditional Use Permit
More Than 75% Sales from Alcohol

201 S. Main Street



Case
200' Buffer
Zoning
Subdivision
1234-A
1234
Outblock Number
Address
Block Number
Lot Number

0 50 100
Feet

6/10/2013
City of Temple GIS

GIS products are for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. They do not represent an on-the-ground survey and represent only the approximate relative location

RESPONSE TO PROPOSED
CONDITIONAL USE PERMIT
CITY OF TEMPLE

Joseph Etux Willie Mae Murray
2311 Fox Glen Lane
Temple, Texas 76502

Zoning Application Number: Z-FY-13-24 **Project Manager:** Mark Baker

Location: 201 South Main Street

The proposed request for a Conditional Use Permit is the area shown in hatched marking on the attached map. The Conditional Use Permit will allow the sale of alcoholic beverages for on-premise consumption more than 75% of the gross revenue in a bar. Because you own property within 200 feet of the requested change, your opinions are welcomed. Please use this form to indicate whether you are in favor of the possible Conditional Use Permit for the property described on the attached notice, and provide any additional comments you may have

I recommend ( ) approval (X) denial of this request.

Comments:
My main concern, from past experience every time a bar or lounge opened near my building I would often times get new cars broken, beer bottles or just beer bottles that I would have to pick up and anyone of before I could park my vehicles.

Joseph Murray
Signature

JOSEPH MURRAY
Print Name

Please mail or hand-deliver this comment form to the address shown below, no later than June 17, 2013

City of Temple
Planning Department
Room 102
Municipal Building
Temple, Texas 76501

RECEIVED
JUN 14 2013
City of Temple
Planning & Development

Number of Notices Mailed: 9 Date Mailed: June 6, 2013

RESPONSE TO PROPOSED
CONDITIONAL USE PERMIT
CITY OF TEMPLE

Goudarz Karimkhani
P.O. Box 782
Temple, Texas 76503-782

Zoning Application Number: Z-FY-13-24 **Project Manager:** Mark Baker

Location: 201 South Main Street

The proposed request for a Conditional Use Permit is the area shown in hatched marking on the attached map. The Conditional Use Permit will allow the sale of alcoholic beverages for on-premise consumption more than 75% of the gross revenue in a bar. Because you own property within 200 feet of the requested change, your opinions are welcomed. Please use this form to indicate whether you are in favor of the possible Conditional Use Permit for the property described on the attached notice, and provide any additional comments you may have

I recommend (X) approval ~~( ) denial of this request.~~

Comments:

Goudarz Karimkhani
Signature

Dr. GOUDARZ KARIMKHANI
Print Name
Tel. 254-778-8185

Please mail or hand-deliver this comment form to the address shown below, no later than June 17, 2013

City of Temple
Planning Department
Room 102
Municipal Building
Temple, Texas 76501

RECEIVED
JUN 17 2013
City of Temple
Planning & Development

Number of Notices Mailed: 9 Date Mailed: June 6, 2013

RESPONSE TO PROPOSED CONDITIONAL USE PERMIT CITY OF TEMPLE

R G R Inc
c/o Mr. Carlile Roberts
P.O. Box 1861
Muskogee, OK 74402

Zoning Application Number: Z-FY-13-24 **Project Manager:** Mark Baker

Location: 201 South Main Street

The proposed request for a Conditional Use Permit is the area shown in hatched marking on the attached map. The Conditional Use Permit will allow the sale of alcoholic beverages for on-premise consumption more than 75% of the gross revenue in a bar. Because you own property within 200 feet of the requested change, your opinions are welcomed. Please use this form to indicate whether you are in favor of the possible Conditional Use Permit for the property described on the attached notice, and provide any additional comments you may have

I recommend (X) approval ( ) denial of this request.

Comments:

Signature

ADAM LAMBERT
Print Name

Please mail or hand-deliver this comment form to the address shown below, no later than June 17, 2013

City of Temple
Planning Department
Room 102
Municipal Building
Temple, Texas 76501

RECEIVED
JUN 17 2013
City of Temple
Planning & Development

Number of Notices Mailed: 9 Date Mailed: June 6, 2013

RESPONSE TO PROPOSED CONDITIONAL USE PERMIT CITY OF TEMPLE

R G R Inc.
Attn: R C Roberts, President
P.O. Box 1861
Muskogee, OK 74402

Zoning Application Number: Z-FY-13-24 **Project Manager:** Mark Baker

Location: 201 South Main Street

The proposed request for a Conditional Use Permit is the area shown in hatched marking on the attached map. The Conditional Use Permit will allow the sale of alcoholic beverages for on-premise consumption more than 75% of the gross revenue in a bar. Because you own property within 200 feet of the requested change, your opinions are welcomed. Please use this form to indicate whether you are in favor of the possible Conditional Use Permit for the property described on the attached notice, and provide any additional comments you may have

I recommend (X) approval ( ) denial of this request.

Comments:

Signature

Aaron Lambert
Print Name

Please mail or hand-deliver this comment form to the address shown below, no later than June 17, 2013

City of Temple
Planning Department
Room 102
Municipal Building
Temple, Texas 76501

RECEIVED
JUN 17 2013
City of Temple
Planning & Development

Number of Notices Mailed: 9 Date Mailed: June 6, 2013

EXCERPTS FROM THE

PLANNING & ZONING COMMISSION MEETING

MONDAY, MAY 20, 2013

ACTION ITEMS

Item 6: **Z-FY-13-24:** Hold a public hearing to discuss and recommend action on a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption where sales will be more than 75% of the gross revenue for Vidana's Place, on Lot 1, Block 34, Original Town of Temple, County of Bell, Texas, according to the map or plat recorded in volume 36, page 640 of the real property records of Bell County, Texas. The subject property is located at 201 South Main Street.

Mr. Baker stated this item was a request for a Conditional Use Permit (CUP) to allow an establishment to generate more than 75 percent of their revenue from the sales of alcoholic beverages with on-premises consumption. This item will go forward to City Council on July 18 for first reading and August 1 for second reading.

The applicant has a pending application for a zone change from LI to CA for relief from the on-site parking requirement. The Future Land Use and Character Map designate this area as Urban Center District.

There are two six-inch water lines to serve the property along South Main Street and West B Avenue, a two-inch water line in the alley, and a six-inch sewer line in the alley.

The applicant is proposing a business where more than 75 percent of the gross revenue is generated from the sales of alcoholic beverages with the on-premise consumption. In both LI and CA zoning, a CUP is required and subject to UDC Section 5.3.15—standards for alcoholic beverage sales with the on-premise consumption.

Staff identified five standards relative to this request:

Traffic Generation / Area Overcrowding

Property has been used as a bar/tavern in the past, no additional traffic or concerns for area overcrowding are anticipated.

Licensing from Texas Alcoholic Beverage Commission

Applicant must comply with applicable licensing and permit provisions of the Alcoholic Beverage Code within six months from the date of the issuance of the CUP.

Security

Security lighting and cameras are proposed as well as security personnel at the front entrance.

Parking

The CA zoning district generally waives on-site parking in favor of on-street parking. There are a number of parking opportunities within the immediate location. In addition, business hours will occur when surrounding businesses will not be open so there will be no competition for the parking.

Distance from Sensitive Uses

The property is not located within 300' from a place of worship, elementary or secondary school, public hospital, public park or any residentially zoned or developed lot. The closest distance to any of these uses is approximately 381 feet.

Surrounding properties include unoccupied and occupied service and industrial uses to the south, The Poage Federal Building to the north, restaurant and service uses to the east and service uses to the west.

Site and floor plans are shown.

Nine notices were mailed out. Three were received in favor and one in opposition Verification of the signature for opposition is pending. The denial was based on the previous use of the building as a bar and beer cans and broken bottles were littered around the building causing the adjacent property owner to clean it up. The applicant has been advised of this concern and is aware the establishment must be operated in a manner to reduce excessive litter.

Staff recommends approval of the requested Conditional Use Permit where more than 75% of the gross revenue will be from the sale of alcoholic beverages with on-premise consumption for the following reasons:

1. The request is compatible with the Future Land Use and Character Map which identifies this area as Urban Center;

2. The request complies with the Thoroughfare Plan;

3. Public facilities are available to serve the property; and

4. The applicant has demonstrated compliance with the specific standards in Section 5.3.15 of the UDC.

Discussion about the type of neighboring businesses.

Chair Staats asked about the legalities of taking containers out of an establishment serving alcohol especially since the opposing notice mentioned beer cans and beer bottles. Ms. Trudi Dill stated there are some beer establishments patrons can leave the premises, depending on the type of license they have, however, mixed beverage customers are not allowed to leave the establishment.

Chair Staats opened the public hearing.

Mr. Francisco Vidana, 2704 Forest Trail, Temple, Texas, stated they would control the beer cans, bottles and litter, by ceasing service at a certain time. Whatever is purchased within the building cannot be taken out. At night and early in the morning the applicant proposes they will clean everything up.

Commissioner Magaña asked about the security issues. Mr. Vidana stated they proposed having four cameras on the outside and four on the inside, as well as security at both entrances and two to four securities walking around during business hours. Security lights will also be in place with motion sensors and alarms which will also help the neighboring businesses.

Chair Staats closed the public hearing.

Commissioner Magaña made a motion to approve Item 6, Z-FY-13-24, as presented, and Commissioner Johnson made a second.

Motion passed: (9:0)

ORDINANCE NO. _____

[Z-FY-13-24]

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION WHERE SALES WILL BE MORE THAN 75% OF THE GROSS REVENUE FOR VIDANA'S PLACE, LOCATED AT 201 SOUTH MAIN STREET; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the Comprehensive Zoning Ordinance of the City of Temple, Texas, provides for the issuance of conditional use permits under certain conditions and authorizes the City Council to impose such developmental standards and safeguards as the conditions and locations indicate to be important to the welfare or protection of adjacent property and for the protection of adjacent property from excessive noise, vibration, dust, dirt, smoke, fumes, gas, odor, explosion, glare, offensive view or other undesirable or hazardous conditions, and for the establishment of conditions of operation, time limits, location, arrangement and construction for any use for which a permit is authorized;

Whereas, the Planning and Zoning Commission of the City of Temple, Texas, after due consideration of the location and zoning classification of the establishment, has recommended that the City Council approve this application; and

Whereas, the City Council of the City of Temple, Texas, after public notice as required by law, has at a public hearing, carefully considered all the evidence submitted concerning the establishment at 201 south Main Street, and has heard the comments and evidence presented by all persons supporting or opposing this matter at said public hearing, and after examining the location and the zoning classification of the establishment finds that the proposed use of the premises substantially complies with the comprehensive plan and the area plan adopted by the City Council.

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

Part 1: The City Council approves a Conditional Use Permit to allow the sale of alcoholic beverages for on-site consumption where sales will be more than 75% of the gross revenue, located at 201 south Main Street, more fully described in Exhibit A, attached hereto and made a part hereof for all purposes.

Part 2: The owners/applicants, their employees, lessees, agents or representatives, hereinafter called "permittee" shall comply with the following developmental standards and conditions of operation:

(a) Adhere to all TABC rules concerning outdoor consumption of alcohol.

(b) The permittee must design and operate the establishment in such a manner that the proposed use or actual use of the premises shall not substantially increase traffic congestion or create overcrowding in the establishment or the immediately surrounding area.

(c) The permittee must comply with applicable licensing and permit provisions of the Alcoholic Beverage Code within six (6) months from the date of the issuance of the conditional use permit by the City Council, such limitation in time being subject to review and possible extension by the City.

(d) The permittee bears the burden of showing that the establishment does not exceed the limitation on gross receipts from sales of alcoholic beverages applicable to its conditional use permit. The permittee must maintain accounting records of the sources of its gross revenue and allow the City to inspect such records during reasonable business hours.

(e) The permittee must demonstrate that the granting of the permit would not be detrimental to the public welfare of the citizens of the City.

(f) The permittee must, at all times, provide an adequate number of employees for security purposes to adequately control the establishment premises to prevent incidents of drunkenness, disorderly conduct and raucous behavior. The permittee shall consult with the Chief of Police, who shall act in an advisory capacity to determine the number of qualified employees necessary to meet his obligations hereunder.

(g) The establishment must provide adequate parking spaces to accommodate its members and their guests. Provided, however, the number of parking spaces shall never be less than those required for similar uses in that zoning district where the establishment is located.

(h) The permittee must operate the establishment in such a manner as to prevent excessive noise, dirt, litter and odors in the establishment or in the surrounding area and operate the establishment in such a manner as to minimize disturbance to surrounding property owners.

(i) The City Council may deny or revoke a conditional use permit if it affirmatively determines that the issuance of the same is (a) incompatible with the surrounding uses of property, or (2) detrimental or offensive to the neighborhood or contrary to the health, safety, and general welfare of the City and its inhabitants.

(j) A conditional use permit issued under this section runs with the property and is not affected by a change in the owner or lessee of a permitted establishment.

(k) All conditional use permits issued under this section will be further conditioned that the same may be canceled, suspended or revoked in accordance with the revocation clause set forth in Section 7-609.

Part 3: The declarations, determinations and findings declared, made and found in the preamble of this ordinance are hereby adopted, restated and made a part of the operative provisions hereof.

Part 4: It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this ordinance are severable and, if any phrase, clause, sentence, paragraph or section of this ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such phrase, clause, sentence, paragraph or section.

Part 5: This ordinance shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Temple, Texas, and it is accordingly so ordained.

Part 6: It is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED on First Reading and Public Hearing on the **18th** day of **July**, 2013.

PASSED AND APPROVED on Second Reading on the **1st** day of **August**, 2013.

THE CITY OF TEMPLE, TEXAS

_____
DANIEL A. DUNN, Mayor

ATTEST:

_____
Lacy Borgeson
City Secretary

APPROVED AS TO FORM:

_____
Jonathan Graham
City Attorney

COUNCIL AGENDA ITEM MEMORANDUM

DEPT./DIVISION SUBMISSION & REVIEW:

Beverly Zendt, Interim Director of Planning

ITEM DESCRIPTION: FIRST READING – PUBLIC HEARING - Z-FY-13-25: Consider adopting an ordinance authorizing a zoning change from Office One District (O-1) to General Retail District (GR) on 1.317± acres being a part of Lot 2, Block 1, Joshlin Subdivision, an addition to the City of Temple, Bell County, Texas, located at 6768 West Adams Avenue, west of Holy Trinity Catholic High School and east of Hilliard Road.

P&Z COMMISSION RECOMMENDATION At its meeting on June 17, 2013, the Planning and Zoning Commission voted 9/0 in accordance with Staff recommendation to recommend approval of a zone change from Office One District (O-1) to General Retail District (GR).

STAFF RECOMMENDATION: Conduct public hearing and adopt ordinance as presented in item description on first reading, and schedule a second reading and final adoption for August 1, 2013.

Staff recommends approval of the requested zone change to GR District for the following reasons:

1. The request complies with the Future Land Use and Character Map;
2. The request complies with the Thoroughfare Plan; and
3. Public facilities are available to the subject property.

ITEM SUMMARY: Please refer to the draft minutes of case Z-FY-13-25 from the Planning and Zoning Commission meeting on June 17, 2013. The applicant requests a zone change from Office One District (O-1) to General Retail District (GR).

According to the City of Temple Comprehensive Plan, the property's current Suburban Commercial land use classification is characterized by extensive landscaping and/or open space. The architectural style of buildings, building materials, roof, signage and lighting also all contribute to a suburban character. The requested GR District complies with this land use classification.

The requested GR zoning district is the standard retail district and allows most retails uses including retail sales, restaurants, grocery stores, department stores, or offices and residential uses except apartments. The GR zoning district is intended to serve larger service areas than neighborhoods.

This district should be located at the intersection of major arterials and should provide total on-site traffic maneuvering such that traffic entering and exiting the facility should have room to turn, stack and park within the confines of the retail facility. Adjoining zoning districts should be carefully selected to reduce environmental conflicts.

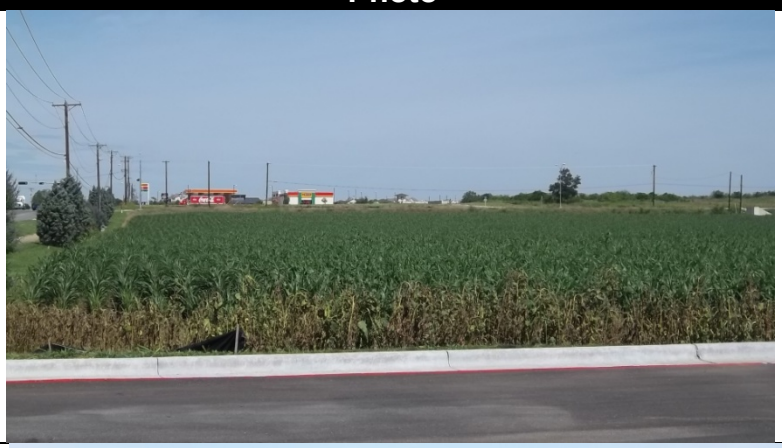
Although the applicant has indicated the intention to utilize the site for a retail site, a rezoning from the Office One to the GR zoning district would allow many uses by right that would not have been allowed before. Those uses include, but are not limited to, the following:

Residential uses	Nonresidential uses
Boarding or rooming house	Discount or department store
Recreational vehicle park	Restaurant
Convent or monastery	Food or beverage sales store without fuel sales
Hotel or motel	Alcoholic beverage sales for on-premise consumption of beer and wine only less than 75% revenue from alcohol

Prohibited uses include HUD-Code manufactured homes and land lease communities, apartments, boat sales or storage, welding or machine shop, storage warehouse, and building material sales, among others. All industrial uses are prohibited, except recycling collection locations.

SURROUNDING PROPERTY AND USES: The following table shows the subject property, existing zoning and current land uses:

Direction	Zoning	Current Land Use	Photo
Subject Property	O-1	Undeveloped Property	

Direction	Zoning	Current Land Use	Photo
			
East	GR	Medical Clinic	
West	AG	Undeveloped Land	
South	GR	Undeveloped Land	

Direction	Zoning	Current Land Use	Photo
North	O-1 and MF-1	Private School	

COMPREHENSIVE PLAN COMPLIANCE: The proposed rezoning relates to the following goals, objectives or maps of the Comprehensive Plan and Sidewalk and Trails Plan:

Document	Policy, Goal, Objective or Map	Site Conditions	Compliance
CP	Map 3.1 - Future Land Use and Character (FLUP)	The applicant's property is identified as Suburban Commercial. The applicant's requested GR District complies with this recommendation.	Y
CP	Map 5.2 - Thoroughfare Plan	The property fronts West Adams Avenue, which is identified as a major arterial. The requested GR district is appropriate along major arterials.	Y
CP	Goal 4.1 - Growth and development patterns should be consistent with the City's infrastructure and public service capacities	The subject property has 14-inch, 4-inch, and 6-inch water lines along West Adams Avenue. A 2.5-inch water line borders the property's west property line. An 18-inch sewer line exists east of the property. An 18-inch sewer line also exists along the south right-of-way of West Adams Avenue.	Y
STP	Temple Trails Master Plan Map & sidewalks	The existing Citywide spine trail abuts the subject property's south property line along the north right-of-way line of West Adams Avenue.	Y

CP = Comprehensive Plan STP = Sidewalk and Trails Plan

DEVELOPMENT REGULATIONS: Dimensional standards for **nonresidential** development in the GR District are as follows:

- Minimum lot size – N/A
- Minimum Lot Width – N/A
- Minimum Lot Depth – N/A
- Front Yard Setback – 15 feet
- Side Yard Setback – 10 feet
- Rear Yard Setback – 0 feet (10 feet adjacent to residential zoning)

PUBLIC NOTICE: Four notices of the Planning and Zoning Commission public hearing were sent out to property owners within 200-feet of the subject property as required by State law and City Ordinance. As of July 5, 2013, two notices were returned in favor of the request and no notices were returned in opposition.

The newspaper printed notice of the Planning and Zoning Commission public hearing on June 6, 2013, in accordance with state law and local ordinance.

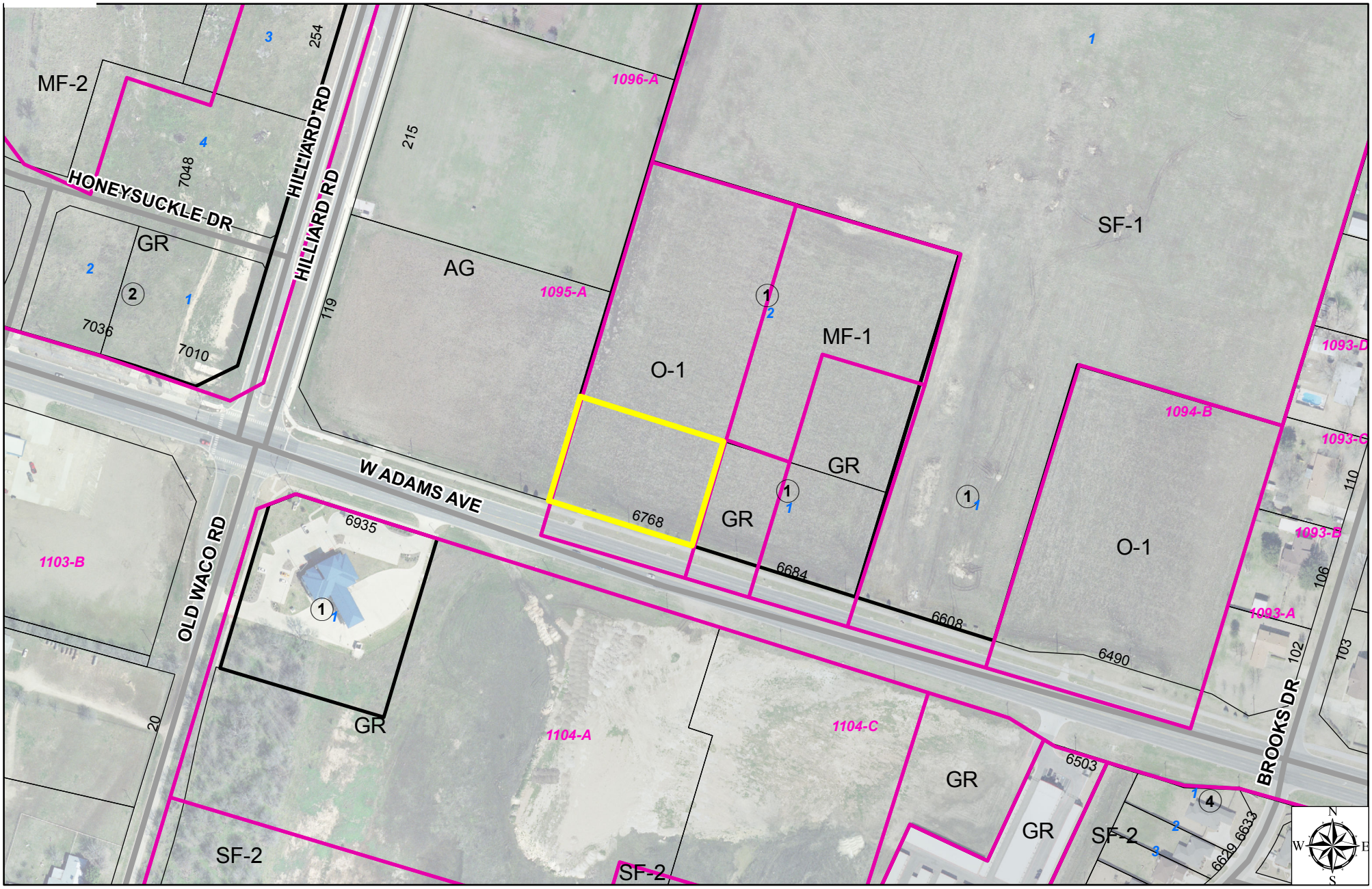
FISCAL IMPACT: Not Applicable

ATTACHMENTS:
Zoning and Location Map
Future Land Use and Character Map
Notification Map
Response Letters
PZ Excerpts
Ordinance

Z-FY-13-25

O-1 to GR

6768 West Adams Avenue



Case
Zoning
Subdivisions
Parcel
1234-A Outblocks
1234 Addresses
1 Blocks
1 Lots

0 50 100 200 Feet

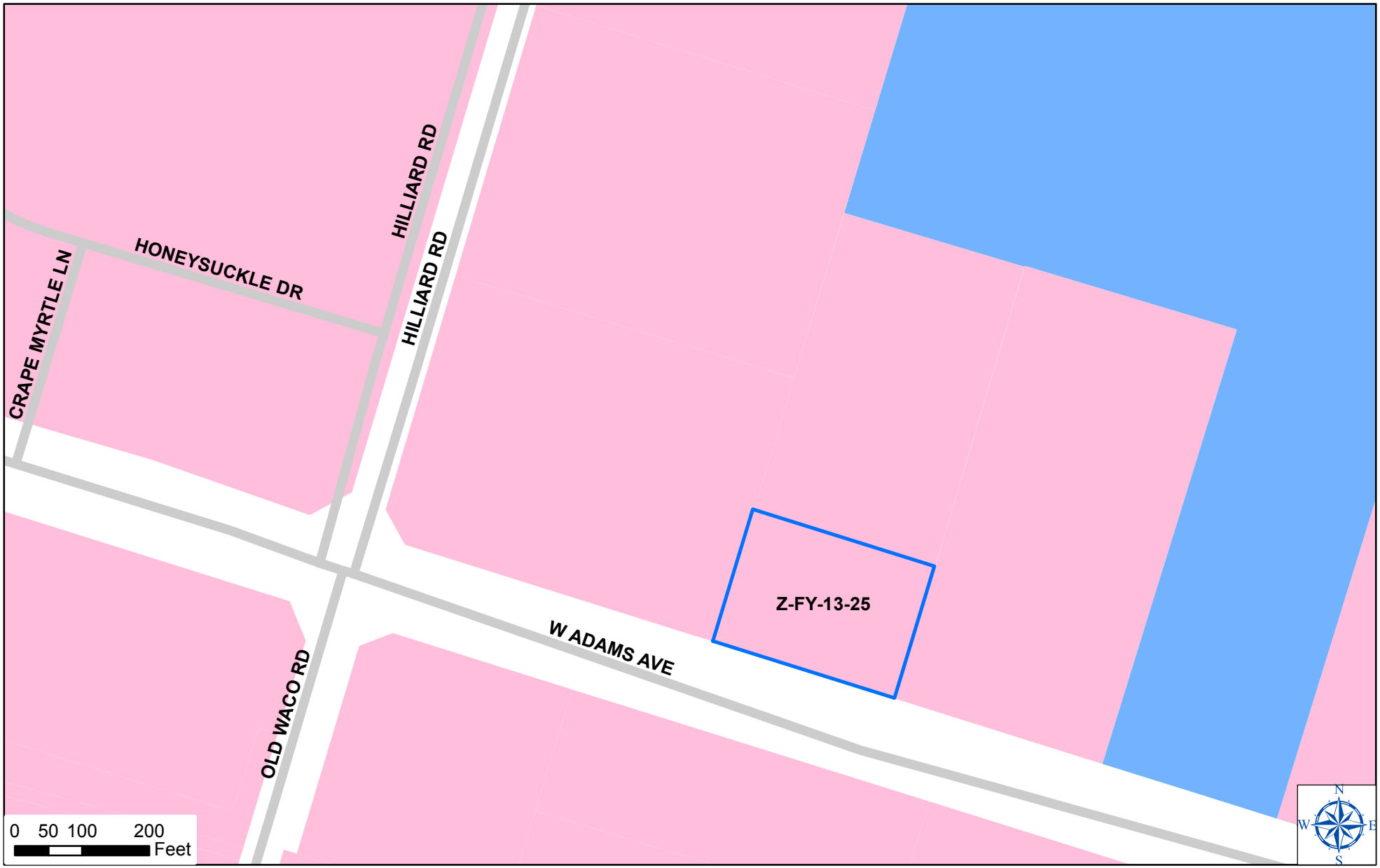
5/21/2013
City of Temple GIS

GIS products are for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. They do not represent an on-the-ground survey and represent only the approximate relative location of property boundaries and other features.

Z-FY-13-25

O-1 to GR

6768 West Adams Avenue



Future Land Use

- Neighborhood Conservation
- Estate Residential
- Suburban Residential
- Auto-Urban Residential
- Auto-Urban Multi-Family
- Auto-Urban Mixed Use
- Auto-Urban Commercial
- Suburban Commercial
- Urban Center
- Temple Medical Education District
- Industrial
- Business Park
- Public Institutional
- Parks & Open Space
- Agricultural/Rural

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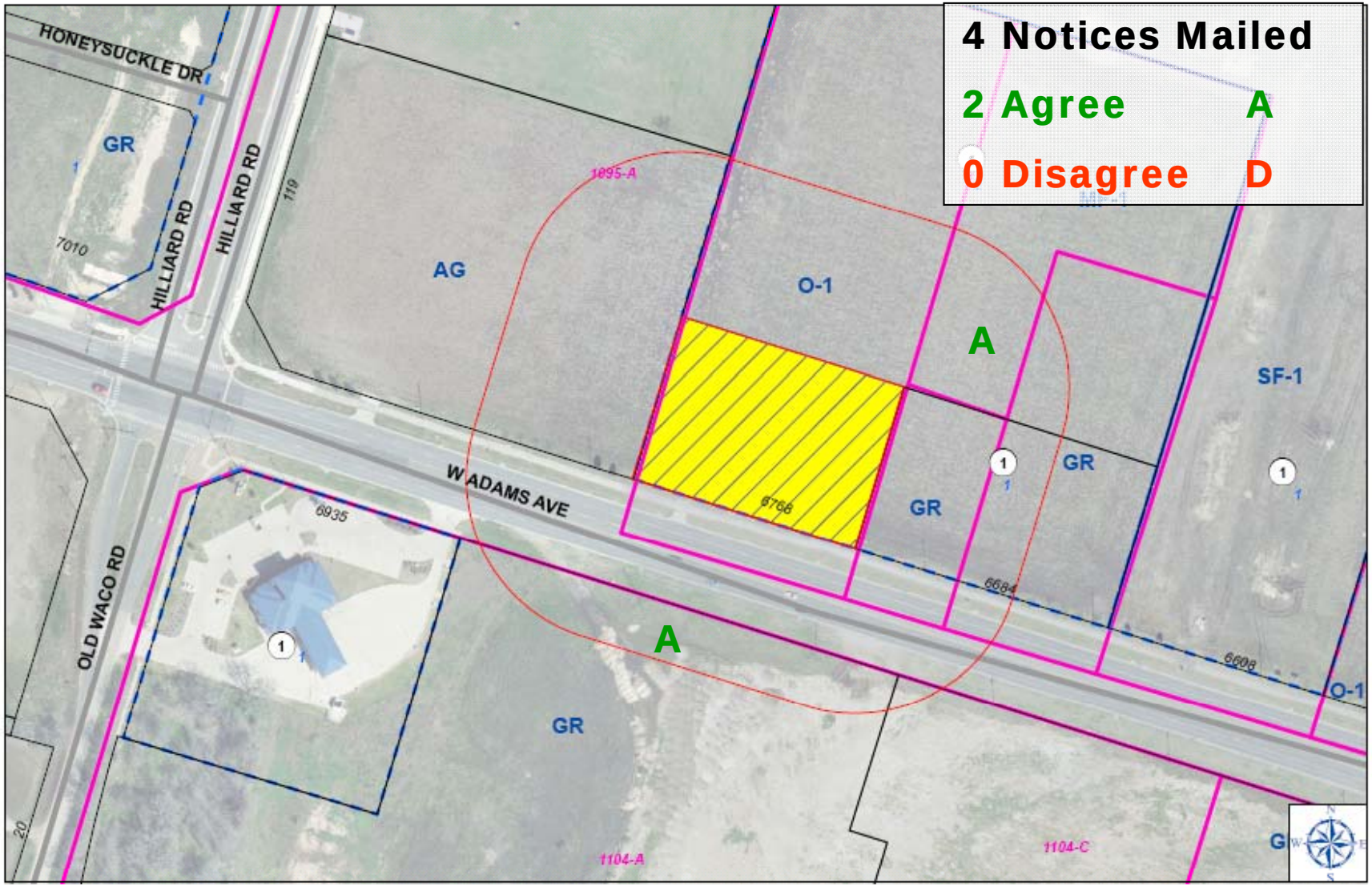
5/23/2013
City of Temple GIS

Z-FY-13-25

O-1 to GR

6768 West Adams Avenue



Case
200' Buffer
Zoning
Subdivision
1234-A Outblock Number
1234 Address
Block Number
Lot Number

0 50 100
Feet

5/23/2013
City of Temple GIS
tjerry

GIS products are for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. They do not represent an on-the-ground survey and represent only the approximate relative location of property boundaries and other features.

RESPONSE TO PROPOSED
ZONE CHANGE REQUEST
CITY OF TEMPLE

Crescent View-Temple Ltd
3602 SW H K Dodgen Loop
Temple, Texas 76504

Zoning Application Number: **Z-FY-13-25** **Project Manager:** **Tammy Lyerly**

Location: At 6768 West Adams Avenue, west of Holy Trinity Catholic High School, east of Hilliard Road

The proposed rezoning is the area shown in hatched marking on the attached map. Because you own property within 200 feet of the requested change, your opinions are welcomed. Please use this form to indicate whether you are in favor of the possible rezoning of the property described on the attached notice, and provide any additional comments you may have.

I recommend (✓) approval ( ) denial of this request.

Comments:

Bill Barge
Signature

BILL BARGE
Print Name

Please mail or hand-deliver this comment form to the address shown below, no later than June 17, 2013

City of Temple
Planning Department
Room 102
Municipal Building
Temple, Texas 76501

RECEIVED
JUN 14 2013
City of Temple
Planning & Development

Number of Notices Mailed: 4 Date Mailed: June 6, 2013

RESPONSE TO PROPOSED
ZONE CHANGE REQUEST
CITY OF TEMPLE

Lisa Johshlin
486 Valley Drive
Moody, Texas 76504

Zoning Application Number: Z-FY-13-25 **Project Manager:** Tammy Lyerly

Location: At 6768 West Adams Avenue, west of Holy Trinity Catholic High School, east of Hilliard Road

The proposed rezoning is the area shown in hatched marking on the attached map. Because you own property within 200 feet of the requested change, your opinions are welcomed. Please use this form to indicate whether you are in favor of the possible rezoning of the property described on the attached notice, and provide any additional comments you may have.

I recommend (X) approval ( ) denial of this request.

Comments:

Lisa Johshlin
Signature **Print Name**

Please mail or hand-deliver this comment form to the address shown below, no later than June 17, 2013

City of Temple
Planning Department
Room 102
Municipal Building
Temple, Texas 76501

RECEIVED
JUN 20 2013
City of Temple
Planning & Development

Number of Notices Mailed: 4 Date Mailed: June 6, 2013

EXCERPTS FROM THE

PLANNING & ZONING COMMISSION MEETING

MONDAY, MAY 20, 2013

ACTION ITEMS

Item 4: -Z-FY-13-25: Hold a public hearing to discuss and recommend action on a zone change from Office One District (O-1) to General Retail District (GR) on 1.317± acres being a part of Lot 2, Block 1, Joshlin Subdivision, an addition to the City of Temple, Bell County, Texas, located at 6768 West Adams Avenue, west of Holy Trinity Catholic High School and east of Hilliard Road.

Ms. Lyerly stated this item was scheduled for City Council first reading on July 18 and second reading on August 1.

The request is for retail uses not allowed in the current O-1 district.

Surrounding properties include undeveloped land and AG uses to the west, undeveloped land to the south, a medical clinic to the east and a private school to the north.

Allowed and prohibited GR uses are given.

The requested GR District is the standard retail district and allows most retails uses including retail sales, restaurants, grocery stores, department stores, or offices and residential uses except apartments. The GR District should be located at the intersection of major arterials and should provide total on-site traffic maneuvering such that traffic entering and exiting the facility should have room to turn, stack and park within the confines of the retail facility.

The Future Land Use and Character Map designate the area as Suburban-Commercial uses which are compatible with the request.

Public facilities are available to serve the site.

Four notices were mailed out. One was returned in favor and zero returned in opposition.

Staff recommends approval of the zone change request for the following reasons:

1. The request complies with the Future Land Use and Character Map;

2. The request complies with the Thoroughfare Plan; and

3. Public facilities are available to the subject property.

Chair Staats opened the public hearing. There being no speakers, the public hearing was closed.

Vice-Chair Sears made a motion to approve Item 4, **Z-FY-13-25**, as presented, and Commissioner Magaña made a second.

Motion passed: (9:0)

ORDINANCE NO. _____

(PLANNING NO. Z-FY-13-25)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A ZONING CHANGE FROM OFFICE ONE DISTRICT (O-1) TO GENERAL RETAIL DISTRICT (GR), ON APPROXIMATELY 1.317 ACRES, BEING A PART OF LOT 2, BLOCK 1, JOSHLIN SUBDIVISION, AN ADDITION TO THE CITY OF TEMPLE, BELL COUNTY, TEXAS, AND LOCATED AT 6768 WEST ADAMS AVENUE, WEST OF HOLY TRINITY CATHOLIC HIGH SCHOOL AND EAST OF HILLIARD ROAD; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, THAT:

Part 1: The City Council approves a rezoning from Office One District (O-1) to General Retail District (GR), on approximately 1.317 acres of land, being a part of lot 2, block 1 of the Joshlin Subdivision, an addition to the City of Temple, Bell County, Texas, and located at 6768 west Adams Avenue, west of Holy Trinity Catholic High School and east of Hilliard Road, and more fully described in Exhibit A, attached hereto and made a part hereof for all purposes.

Part 2: The City Council directs the Director of Planning to make the necessary changes to the City Zoning Map accordingly.

Part 3: It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this ordinance are severable and, if any phrase, clause, sentence, paragraph or section of this ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such phrase, clause, sentence, paragraph or section.

Part 4: This ordinance shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Temple, Texas, and it is accordingly so ordained.

Part 5: It is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED on First Reading and Public Hearing on the **18th** day of **July**, 2013.

PASSED AND APPROVED on Second Reading on the **1st** day of **August**, 2013.

THE CITY OF TEMPLE, TEXAS

_____

DANIEL A. DUNN, Mayor

ATTEST:

_____

Lacy Borgeson
City Secretary

APPROVED AS TO FORM:

_____

Jonathan Graham
City Attorney