



**MEETING OF THE
TEMPLE CITY COUNCIL**

MUNICIPAL BUILDING

2 NORTH MAIN STREET

3rd FLOOR – CONFERENCE ROOM

THURSDAY, MARCH 20, 2014

4:30 P.M.

WORKSHOP AGENDA

1. Discuss the possible removal of Judy Morales from the Council, as Councilmember District 2, for good cause as set forth in Section 4.15 of the City Charter.

Executive Session: Pursuant to Chapter 551, Texas Government Code, § 551.071 – Consultation with Attorney, the City Council will meet in executive session with the City Attorney on the matter described above, the public discussion of which could conflict with the duties of an attorney under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas (providing confidential advice to a client).

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. REPORTS

3. Receive and annual report regarding the Planning and Zoning Commission cases from the fiscal year 2012-2013 to include plats, zoning, Conditional Use Permits, Planned Development, code amendment and I-35 Corridor appeal cases.

IV. BOND ITEMS

4. [2014-7246-R](#): Consider adopting a resolution authorizing the defeasance of the City's Limited Tax Notes, Series 2011 and other related matters.
5. [2014-4648](#): FIRST & FINAL READING – PUBLIC HEARING - Consideration and action with respect to the "Fifth Supplemental Ordinance to the Master Ordinance Establishing the City of Temple, Texas Utility System Revenue Financing Program" related to the issuance of City of Temple, Texas Utility System Revenue Refunding Bonds, Series 2014.
6. [2014-4649](#): FIRST & FINAL READING-PUBLIC HEARING- Consideration and action with respect to an Ordinance authorizing the issuance of City of Temple, Texas General Obligation Refunding Bonds; Approving an Official Statement, a Paying Agent/Registrar Agreement, a Bond Purchase Agreement and an Escrow Agreement; Establishing the procedures for selling and delivering one or more series of the bonds; and authorizing other matters relating to the bonds.

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.

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

Minutes

- (A) [February 20, 2014 Special Called and Regular Meeting](#)
- (B) [March 6, 2014 Special Called and Regular Meeting](#)

Contracts, Leases, & Bids

- (C) [2014-7247-R](#): Consider adopting a resolution authorizing a construction contract with Dixon Paving, Inc. of Belton for the construction of a parking lot to serve the Summit Fitness Center in the amount of \$57,023.75
- (D) [2014-7248-R](#): Consider adopting a resolution authorizing a construction contract with K & S Backhoe Services, Inc. of Gatesville for construction of new 6" water lines in the area of Alamo, Bowie, Crockett, Duval Courts and Erath Drive (also known as Jefferson Manor addition) in an amount not to exceed \$264,564.29.
- (E) [2014-7249-R](#): Consider adopting a resolution authorizing a construction contract with K & S Backhoe Service, Inc., of Gatesville for wastewater line replacement project near Lengefeld Lumber in an amount not to exceed \$121,397.60.
- (F) [2014-7250-R](#): Consider adopting a resolution authorizing a construction contract with Alpha Constructors, Inc. of Temple, for the construction of additional sidewalks on South 1st Street in the amount of \$213,810.84.
- (G) [2014-7251-R](#): Consider adopting a resolution authorizing an amendment to a contract with Kasberg, Patrick, & Associates, LP of Temple, to provide professional services during construction of Phase 1 of the Panda TBP Reclaimed Water Line in southeast Temple in an amount not to exceed \$113,600.
- (H) [2014-7252-R](#): Consider adopting a resolution authorizing an amendment to a contract with Kasberg, Patrick, & Associates, LP of Temple, to provide professional services during construction of Phase 3 of the Panda TBP Reclaimed Water Line in south Temple in an amount not to exceed \$538,700.
- (I) [2014-7253-R](#): Consider adopting a resolution authorizing a change order to the construction contract with ZeitEnergy, LLC/Freese & Nichols, Inc. of Dallas for the construction of a compressed natural gas fueling station in an amount not to exceed \$52,696.83.
- (J) [2014-7254-R](#): Consider adopting a resolution authorizing the purchase of three (3) replacement motorcycles for the Police Department from Lone Star BMW of Austin in the amount of \$76,758.48.

- (K) [2014-7255-R](#): Consider adopting a resolution authorizing the purchase of computer hardware during FY 2014 from Dell Marketing, LP of Round Rock, utilizing a State of Texas Department of Information Resources, in the estimated annual amount of \$102,000.
- (L) [2014-7256-R](#): Consider adopting a resolution authorizing the purchase of fifteen (15) mobile digital video systems from L-3 Mobile Vision utilizing the Houston-Galveston Area Council Interlocal Cooperative, HGAC, contract in the amount of \$80,715.
- (M) [2014-7257-R](#): Consider adopting a resolution authorizing a consulting agreement with Gallagher Benefit Services, Inc. through September 30, 2015, for employee benefits consulting services in the amount of \$3,460 per month (\$41,520 per year).
- (N) [2014-7258-R](#): Consider adopting a resolution authorizing a professional services agreement with Turley Associates, Inc. of Temple for services required to design Westfield Boulevard from Prairie View Road to Airport Road in an amount not to exceed \$412,209.64.
- (O) [2014-7259-R](#): Consider adopting a resolution authorizing a professional services agreement with Clark & Fuller, PLLC of Temple for design services required to install a new 8" PVC sanitary sewer main in the area of 10th and 12th Street from Central Avenue to Avenue D in an amount not to exceed \$69,083, as well as, declare an official intent to reimburse the expenditures with the issuance of 2014 Utility Revenue Bonds.
- (P) [2014-7260-R](#): Consider adopting a resolution authorizing the renewal of an Interlocal Agreement between the County of Bell, the Bell County Sheriff's Office, and the cities of Temple, Belton, Harker Heights and Killeen, pursuant to the Interlocal Cooperation Act, Texas Government Code Chapter 791, in support of the Bell County Organized Crime Unit.

Misc.

- (Q) [2014-7261-R](#): Consider adopting a resolution authorizing the use of the Construction Manager-at-Risk project delivery method for the acquisition of services needed to construct a storage facility.
- (R) [2014-7262-R](#): Consider adopting a resolution authorizing the conveyance of an 11.24 acre parcel of City-owned land located at 5901 Airport Road, Temple, Texas to the Temple Economic Development Corporation.
- (S) [2014-7263-R](#): Consider adopting a resolution authorizing the purchase of 1802 South 19th Street, legally described as Lot One (1), Block One (1), Anderson-Hendler Addition, First Extension, an addition to the City of Temple, Bell County, Texas, according to the map or plat of record in Cabinet A, Slide 101-A, Plat Records of Bell County, Texas in the amount of \$102,294 for right-of-way (ROW) required to construct the Avenue R Intersection Improvements, contingent on a supporting vote by the Reinvestment Zone Board.
- (T) [2014-7264-R](#): Consider adopting a resolution authorizing the City to convey part of the alley located at 1211 North 7th Street to the abutting property owner for fair market value.

- (U) [2014-7265-R](#): Consider approving a resolution authorizing additional reimbursement to Panda Temple Power II, LLC for the cost of pipeline easements and leases, preliminary engineering, right-of-way services, surveying work, and project management in a total amount of \$13,823.31.
- (V) [2014-7266-R](#): Consider adopting resolution
1. Granting a petition to institute voluntary annexation proceedings, known as the Plains at Riverside Voluntary Annexation, for a 49.979 acre tract of land, located between South Pea Ridge Road (to the west) and Old Waco Road (to the east) abutting the city limits boundary to the north situated within the Nancy Chance Survey, Abstract No.5, Bell County, Texas.
 2. Directing the Staff to develop a municipal services plan and calling public hearings to consider the petition.
- (W) [2014-7267-R](#): Consider adopting a resolution declaring the candidates for the May 10, 2014, Mayor at Large, District 2, and District 3 City Councilmembers as unopposed and elected to office, thereby canceling the May 10, 2014 City general election.
- (X) [2014-7268-R](#): Consider adopting a resolution authorizing budget amendments for fiscal year 2013-2014.

VI. REGULAR AGENDA

ORDINANCES

8. [2014-4650](#): FIRST READING – PUBLIC HEARING – A-FY-14-03: Consider adopting an ordinance abandoning a 1.257-acre portion of South 23rd Street right-of-way, extending southward from the Travis Science Academy to its intersection with South 25th Street, situated in the E. Pennington Survey, Abstract 658, Bell County, Texas, being a portion of public roadway known as South 23rd Street, as conveyed to the City of Temple in volume 731, page 479, deed records of Bell County, Texas.

RESOLUTIONS

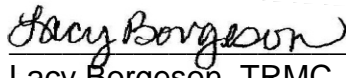
9. [2014-7269-R](#): O-FY-14-06: Consider adopting a resolution authorizing an Appeal of Standards in Section 6.7.5(j) of the Unified Development Code related to the I-35 Corridor Overlay Zoning District for signs, located on Lots 1-4, Block 1, Gateway Center, 4501 South General Bruce Drive.

BOARD APPOINTMENTS

10. [2014-7270-R](#): Consider adopting a resolution appointing one member to the Temple Economic Development Corporation to fill an unexpired term through September 1, 2015.

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 4:30 PM, on March 17, 2014.



Lacy Borgeson, TRMC
City Secretary



**ADDENDUM TO THE
MEETING OF THE
TEMPLE CITY COUNCIL**

THURSDAY, MARCH 20, 2014

5:00 PM

MUNICIPAL BUILDING

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

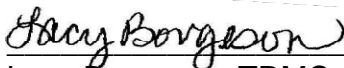
1. **PUBLIC HEARING:** Consider adopting a resolution authorizing the Temple City Council to remove Judy Morales from the Council, as Councilmember District 2, for good cause as set forth in Section 4.15 of the City Charter.

Executive Session: Pursuant to Chapter 551, Texas Government Code, §551.074 – Personnel Matter – The City Council will meet in executive session to discuss the duties of a public official, the Mayor Pro Tem.

Executive Session: Pursuant to Chapter 551, Texas Government Code, § 551.071 – Consultation with Attorney, the City Council will meet in executive session with the City Attorney on the matter described above, the public discussion of which could conflict with the duties of an attorney under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas (providing confidential advice to a client).

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

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Lacy Borgeson, TRMC
City Secretary



COUNCIL AGENDA ITEM MEMORANDUM

03/20/14
Item #3
Regular Agenda
Page 1 of 1

DEPT./DIVISION SUBMISSION & REVIEW:

Brian Chandler, Director of Planning

ITEM DESCRIPTION: Receive and annual report regarding the Planning and Zoning Commission cases from the fiscal year 2012-2013 to include plats, zoning, Conditional Use Permits, Planned Development, code amendment and I-35 Corridor appeal cases.

STAFF RECOMMENDATION: Receive report as presented. No other action is required.

ITEM SUMMARY: The Code that governs the Planning and Zoning Commission requires that the Commission provide an Annual Report to the City Council. The attached report summarizes P&Z activity related to the following types of cases: plats, zoning, Conditional Use Permits (CUPs), Planned Developments (PDs) and code amendments.

FISCAL IMPACT: N/A

ATTACHMENTS:

[FY 2012-2013 Report](#)

Annual Report: 2013



City of Temple Planning Department
March 20, 2014

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Introduction

This Annual Report is a summary of development activity within the City of Temple and its Extraterritorial Jurisdiction for Fiscal Year 2013 (Oct. 1 – September 30). The Report also describes the functions, responsibilities, and accomplishments of the following programs:

Administration

Program to professionally staff the Planning & Zoning Commission with Staff reports, exhibits and presentations in public hearings and workshops.

Long Range Planning

Program to assist interagency efforts for the Temple Medical Education District (TMED), SIZ Corridors, and Transportation Planning.

Development Planning

Program to manage the Development Review Committee which includes City Staff review of Plats, Planned Developments, Conditional Use Permits and Street Use Licenses.

Staff

The Planning Department consists of six full-time positions with one vacant full-time position. The Planning Director manages the department and can be reached at the Administrative Building located at 2 North Main Street in Temple, Texas.

Planning Department Mission Statement

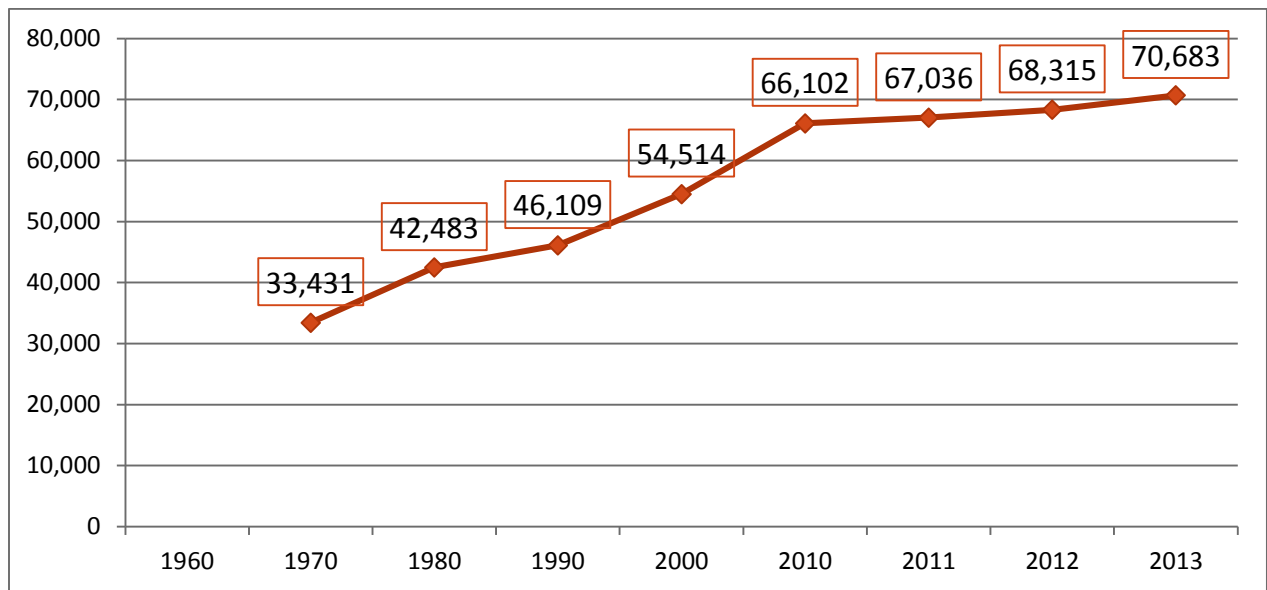
The Planning Department provides professional planning services related to urban growth and development issues to promote quality of place. The Department maintains an updated Comprehensive Plan and Unified Development Code to provide policy recommendations and regulations related to land development. The staff works cooperatively with design professionals, property owners and developers from the concept stage to completion of the project.



2010 Census and Current 2013 Population Estimate

The 2010 U.S. Census showed Temple's population as 66,102. The City's population estimate for 2013, based on water accounts, was 70,683. The following chart and table shows Temple's historic growth from 1960 to 2013.

Year	Temple Population	Percent Change
1960	30,419	
1970	33,431	9.90%
1980	42,483	27.08%
1990	46,109	8.54%
2000	54,514	18.23%
2010	66,102	21.26%
2011	67,036 (est.)	1.41%
2012	68,315 (est.)	1.91%
2013	70,683 (est.)	3.47%



2013 Year in Review

UDC Text Amendments and Comprehensive Plan Amendments

The City Council processed three text amendments to the Unified Development Code (UDC) and one text amendment to the Comprehensive Plan in Fiscal Year 2013. The following table shows the purpose of each approved UDC text amendment.

Case Number	Type	Purpose	Action
Z-FY-13-12	UDC	Articles 1,2,3,5,6,7 & 8; Article 4 & Article 11	Approval 2013-4580
Z-FY-13-14	UDC	Social Service changes; Article 5 & 11, UDC, boarding/rooming house, correctional facility. Half-way house, institution for alcoholic & narcotic patients, institution religious & philanthropic nature, substance abuse treatment facility, social service shelter, & transitional or emergency shelter	Approval 2013-4585
Z-FY-13-31	Comprehensive Plan	Ordinance 2008-4230 Choices '08, Chapter 5, Thoroughfare Plan Map	Approval 2013-4618
Z-FY-13-36	UDC	Article 3-notification requirements, Article 4-dimensional standards; Article 6-I-35 Overlay window requirements; Article 6-1st & 3rd Street Overlay District; Article 7-Off street parking requirements	Approval 2013-4631

I-35 Appeals

The Planning Department processed five I-35 Appeals for Fiscal Year 2013. The following table shows the location, purpose, request and outcome for each rezoning application received in Fiscal Year 2013.

Case Number	Location	Purpose	Staff Rec.	P&Z Rec.	City Council Action
Z-FY-13-05	Texas Roadhouse, 624 North General Bruce Drive	Landscaping and parking improvements	Approval	Approval	Approval 2013-6856-R
Z-FY-13-06	Johnson Brothers Ford, 503 & 615 North General Bruce Drive	Landscaping and building improvements	Approval	Approval	Approval 2013-6857-R
Z-FY-13-09	Gateway Center, 4501 South General Bruce Drive	Landscaping, building improvements, new construction & signs	Approval	Approval	Approval 2013-6867-R

Case Number	Location	Purpose	Staff Rec.	P&Z Rec.	City Council Action
Z-FY-13-11	Garlyn Shelton-Cadillac Buick/GMS, South East Corner of Midway Drive and South General Bruce Drive	Site plan review, tree preservation, parking, screening & wall standards, architectural design, landscaping, signs, lighting & utilities	Approval	Approval	Approval 2013-6891-R
Z-FY-13-16	Golden Corral Restaurant, 5101 South General Bruce Drive	Landscaping, screening, parking & wall standards, architectural standards & lighting	Approval	Approval	Approval 2013-6958-R

Rezoning

The Planning Department processed 19 Rezoning applications for Fiscal Year 2013, and the City Council approved 17. One application was denied due to a lack of a second on a motion and one application was withdrawn prior to City Council. The following table shows the location, purpose, request and outcome for each rezoning application received in Fiscal Year 2013.

Case Number	Location	Purpose	Zoned		Staff Rec.	P&Z Rec.	City Council Action
			From	To			
Z-FY-13-01	Lot 4, Block 1, The Highlands, Phase 1, 305 Ben Nevis Lane	Addition to residential home	AG	PD(SF-1)	Approval	Approval	Approval 2013-4571
Z-FY-13-04	73.738 acres, OV 5410-A, on West side of Old Waco Road, adjacent to Westwood Estates, South of Jupiter Drive	To allow development of single family dwellings and development of office related uses	AG	SF-3 and O-2	Approval	Approval	Approval 2013-4574
Z-FY-13-07	1.010 acres out of Lot 2, Block 1, Country Land Addition Phase II, 22514 South East HK Dodgen Loop	To expand an existing convenience store	PD(O2)	PD(O2)	Approval	Approval	Approval 2013-4575
Z-FY-13-10	.52 acres of Creekside Planned Development; 3602 South West HK Dodgen Loop	To allow and off-premise sign	PD-with specific uses	C	Approval	Approval	Approval 2013-4579

Case Number	Location	Purpose	Zoned		Staff Rec.	P&Z Rec.	City Council Action
			From	To			
Z-FY-13-13	The Highlands Phase I	To assign a permanent zoning to the area that is compatible with the existing development pattern and that is consistent with the Temple Comprehensive Plan/Future Land Use Map	AG	SF-1	Approval	Approval	Approval 2013-4588
Z-FY-13-17	Vineyard Christian Fellowship of Temple, 7425 West Adams Avenue, 4.196 acres	To allow development of nonresidential uses that are considered compatible with the existing residential uses to the south	AG	NS	Approval	Approval	Approval 2013-4594
Z-FY-13-18	8882 West Adams Avenue	Administrative Site Plan Review	N/A	N/A	Approval 2-13-2001	N/A	N/A
Z-FY-13-19	Lots 1-12, Block 8, Freeman Heights Addition; South East corner of South 31st Street & West Central Avenue	Proposed for Walgreens Pharmacy	GR, NS, 2F	GR	Approval	Approval	Approval 2013-4593
Z-FY-13-20	1.00 acres, 8744 Airport Road	To develop retail uses on the property and expand the GR District already existing on the adjacent properties	AG	GR	Approval	Approval	Approval 2013-4596
Z-FY-13-21	1.296 acres, Old Waco Road	To construct gymnastics studio	AG	GR	Approval	Approval	Approval 2013-4597
Z-FY-13-23	Lot 1, Block 34, Temple Original, 201 South Main Street	To gain relief from the parking requirements of the LI zoning district	LI	CA	Approval	Approval	Approval 2013-4602

Case Number	Location	Purpose	Zoned		Staff Rec.	P&Z Rec.	City Council Action
			From	To			
Z-FY-13-25	1.31 acres of Lot 1, Block 1, Joshlin Subdivision	Family Dollar Store	O1	GR	Approval	Approval	Approval 2013-4604
Z-FY-13-27	OB 7046-A, 17.65 acres, North side of FM 2305, East of Arrowhead Poing Road	Anticipated to be developed with detached single-family residences	AG	SF-1	Approval	Approval	Approval 2013-4607
Z-FY-13-28	36.49 acres out of OB 6076-A, located at North East corner of South 5th Street & FM 93	To rezone this tract because the proposed zoning district boundaries do not line up precisely with the previous zoning district boundaries	PD(GR) & PD(SF-2)	MF1 & GR	Approval	Approval	Withdrawn prior to council action
Z-FY-13-29	OB 2674-A, 32.02 acres, South of Poison Oak Road between South Pea Ridge Road & Old Waco Road	To be developed with detached with single-family residences	AG	SF-2	Approval	Approval	Approval 2013-4641
Z-FY-13-30	1812 Old Waco Road; OB 2542-A, 21.59 acres	Retail use	AG	GR	Denial	Approval	Denied (due to lack of a second)
Z-FY-13-32	25.83 acres, part of Baldwin Robertson Survey	To combine with additional acres for development as multi-phased subdivision	AG	SF-2	Approval	Approval	Approval 2013-4614
Z-FY-13-33	13.219 acres, 1407 Industrial Boulevard	To establish a business that utilizes a heat kiln and wood chipper. CUP included	LI	HI	Approval	Approval	Approval 2013-4623
Z-FY-13-35	29.953 acres; South East corner of West Adams/Old Waco Road	To be developed with general retail uses	GR,SF-2, PD(GR)	GR	Approval	Approval	Approval 2013-4620

Conditional Use Permits

The Planning Department processed 8 CUP applications for Fiscal Year 2013, and the City Council approved 7 with one pending approval from the Planning & Zoning Council. The following table shows the location, purpose, base zoning and outcome for each CUP application received in Fiscal Year 2013.

Case Number	Location	Purpose	Zoning	Staff Rec.	P&Z Rec.	City Council Action
Z-FY-13-02	North West part of Lot 1, Block 1, Hillside Addition; 3010 South General Bruce Drive	Relocation of off-premise sign due to TxDot expansion	LI	Approval	Approval	Approval 2013-4572
Z-FY-13-03	7.71 acres, OB 543, City Addition; 2502 North General Bruce Drive	Relocation of off-premise sign due to TxDot expansion	LI	Approval	Approval	Approval 2013-4573
Z-FY-13-08	.343 acres, part of A.G. Moore Survey, Abstract #596, 1612 N General Bruce Drive	Relocation of off-premise sign due to TxDot expansion	LI	Approval	Approval	Approval 2013-4576
Z-FY-13-15	.40 acres part of McKinney & Williams Survey Abstract No. 609	Relocation of off-premise sign due to TxDot expansion	LI	Approval	Approval	Approval 2013-4587
Z-FY-13-24	Lot 1, Block 34, Temple Original, 201 S Main Street	Alcohol Sales	LI to CA rezoning request	Approval	Approval	Approval 2013-4603
Z-FY-13-26	0.0297 acres out of Lot 2, Block 1, Glendale Park, Section VI (2615 S 37th Street; & Tract A, Block 3, Glendale Park Section III (2707 South 37th Street)	Wireless tower & install pre-barricaded ground shelter to store equipment	C	Approval	Approval	Approval 2013-4604
Z-FY-13-34	1457 South General Bruce Drive	Alcohol Sales	PD(GR)	Approval	Approval	Approval 2013-4619
Z-FY-13-37	501,420,423,411,410, 409 West G Avenue, and 708 and 709 South 9th Street	To allow a transitional shelter operated by the Salvation Army to be known as the Temple McLane Center of Hope	LI to CA rezoning request	Approval	Pending	Pending

Planned Developments

The Planning Department processed two PD applications for Fiscal Year 2013, one approved, one withdrawn prior to the Planning & Zoning Council Meeting. The following table shows the location, purpose, base zoning and outcome for each PD application received in Fiscal Year 2013.

Case Number	Location	Purpose	Zoned		Staff Rec.	P&Z Rec.	City Council Action
			From	To			
Z-FY-13-22	South East corner of North General Bruce Drive and North East HK Dodgen Loop	To construct a 60,000 SF Bucc-ee's travel/convenience center	C	PD-C	Approval	Approval	Approval 2013-4598
Z-FY-13-38	South side of Waters Dairy Road, adjacent to and east of Stripes	To construct a 179,665 SF self-storage facility	PD-GR	PD-GR with storage	None	Withdrawn	Withdrawn

Plats

The Planning Department processed 47 subdivision plats for Fiscal Year 2013, including five preliminary plats, 26 final plats, and one minor or amending plats. The following table shows the name, location, type of plat, acreage, lot count, land use, and outcome for each plat application received in Fiscal Year 2013.

Residential

Case Number	Subdivision Name	Location	Type of Plat	Acres	# of Lots	City Council/ PZC Approval
P-FY-13-01	Irish Property	South West corner of Loop 363 & Pegasus Drive	Concept	45.43	Unknown	No Action
P-FY-13-05	Heritage Place Phase IV	South side of Nugent Avenue, East of Abbey Ridge	Final	13.04	64	PZC 11-19-2012
P-FY-13-06	BRV Addition	South East corner of South West H K Dodgen Loop & Hopi Trail	Concept	42.92	139	No Action

Case Number	Subdivision Name	Location	Type of Plat	Acres	# of Lots	City Council/ PZC Approval
P-FY-13-07	Lago Terra Phase II	Lago Terra Phase II - Amending Plat - correct lot dimension labeling	Admin	47.366	78 +4 tracks	CC 12-3-2012
P-FY-13-09	Old Waco Road New Development	West side of Old Waco Road, South of Crisp Addition, North of Brandon Drive	Concept	5.29	21	No Action
P-FY-13-13	Brazos Bend Subdivision	West side of Old Waco Road, north of Brandon Drive	Final	5.29	21	PZC 7-15-2013
P-FY-13-15	Woodbridge-Carothers	North side of Shady Oaks Lane Phase IV	Admin	0.935	2	CC 3-15-2013
P-FY-13-16	The Oaks at Lakewood	East side of Morgan's Point Road	Final	19.065	37	PZC 3-4-2013
P-FY-13-17	High Crest Phase II	East side of Bowles Ranch Road, North of FM 439, East of FM 93 & FM 439 intersection	Final	36.345	57	CC 4-18-2013
P-FY-13-19	BRV Addition	South East corner of South West H K Dodgen Loop & Hopi Trail	Preliminary	43	139	PZC 7-1-2013
P-FY-13-20	Porter Addition	West side of Old Howard Road, North of Mouser Road & South of Moore's Mill Rd	Admin	4.003	2	CC 4-19-2013
P-FY-13-24	Hills of Westwood	East side of South Pea Ridge Road, North of Hogan Road	Amended MP	201.145	519	PZC 5-20-2013
P-FY-13-26	Rabern Ranch	North side of South Pea Ridge Road, West of Parkside Drive	Final	1.126	1	Pending
P-FY-13-29	The Groves at Lakewood Ranch Phase I	North side of FM 2305 West of Windmill Farms Phase One & East of The Highland's Phase I	Final	43.56	63	CC 7-11-2013
P-FY-13-30	Brayson Crossing	North East corner of FM 439 & Sparta Loop	Preliminary	6.008	9	CC 9-11-2013
P-FY-13-32	Wyndham Hill Addition Phase III	West side of South 5th Street, West of Wyndham Hill Parkway	Final	15.534	60	PZC 7-15-2013
P-FY-13-34	Lake Pointe Phase III	South side of Prairie View Road, S of North Pea Ridge Road	Preliminary	66.87	343	Pending

Case Number	Subdivision Name	Location	Type of Plat	Acres	# of Lots	City Council/ PZC Approval
P-FY-13-35	Hills of Westwood Phase V	North East corner of Hogan Road & South Pea Ridge Road	Final	16.402	64	PZC 9-5-2013
P-FY-13-36	Lake Pointe Phase II-A1, Lake Pointe Phase II-S	South side of Prairie View Road, South of North Pea Ridge Road	Admin	132.85	347	CC 7-19-2013
P-FY-13-38	Carriage House, Phase 2	East side of Oak Hills Drive, Trailridge Drive & Carriage House Drive	Preliminary	60.31	194	CC 12-5-2013
P-FY-13-39	Janke Acres	First Amending Plat	Admin	4.143	1	Pending
P-FY-13-43	Westfield Development Phase X	East side of North Pea Ridge Road, across from Georgia Avenue, Hill dell Estates	Final	10.703	56	PZC 9-16-2013
P-FY-13-44	The Ranch at Woodland Trails Phase II	West of FM 2271, West of Northcliffe	Final	13.545	20	Pending: 3-14-2014
P-FY-13-46	Shiloh Terrace Phase IV	North of Sparta, West of Water Works Road	Preliminary	27.84	42	Pending
P-FY-13-47	Brayson Crossing	North East corner of FM 439 & Sparta Road	Final	6.008	9	PZC 10-27-2013

Nonresidential

Case Number	Subdivision Name	Location	Type of Plat	Acres	# of Lots	City Council/ PZC Approval
P-FY-13-02	Waters Dairy	South East corner of South 31st Street & Waters Dairy Road	Final	1.401	1	PZC 2-4-2013
P-FY-13-03	Trinity Evangelical Lutheran Addition	North side of Marlandwood Road	Admin	2.97	3	CC 10-21-2013
P-FY-13-04	McLane Children's Hospital	North side of South West H K Dodgen Loop, West of Market Loop	Admin	30.52	1	CC 4-10-2013
P-FY-13-08	Cloud Family Properties	South West corner of Industrial Boulevard & the B.N.&S.F. RR	Final	11.04	3	CC 1-22-2013
P-FY-13-10	TSC of Temple, TX	South West corner of Little River Road & South East H K Dodgen Loop	Admin	5.02	1	CC 2-7-2013

Case Number	Subdivision Name	Location	Type of Plat	Acres	# of Lots	City Council/ PZC Approval
P-FY-13-11	Gateway Center	South West corner of Little River Road & South East H K Dodgen Loop	Final	29.6	4	CC 1-17-2013
P-FY-13-12	Country Lane Commercial	North West corner of South East H K Dodgen Loop & South MLK Jr. Drive	Final	6.854	2	PZC 2-4-2013
P-FY-13-14	Tranum Subdivision	West side of South General Bruce Drive	Final	4.92	3	PZC 3-18-2013
P-FY-13-18	CEFCO #23 Commercial	North East corner of Kegley North Road & West Adams Avenue	Final	3	2	PZC 4-1-2013
P-FY-13-21	Scott & White Memorial Hospital Subdivision	From Main Campus to various locations along West Avenue R to south 13th, 15th, 19th Streets to Fryers Creek	Final	209.04	1	Pending
P-FY-13-22	Panda Power Project	East of South East H K Dodgen Loop, South of Panda Drive, North of FM 3117, 2892 Panda Drive	Final	258	1	PZC 3-26-2013
P-FY-13-23	Kenny B's GC Addition	East side of South General Bruce Drive, North of Tristan Lane	Final	2.03	1	PZC 4-15-2013
P-FY-13-25	BUC-EE's Subdivision	South East corner of North General Bruce Drive & South East H K Dodgen Loop	Final	29.659	1	PZC 5-20-2013
P-FY-13-27	Temple Bible Church Subdivision	North East corner of Oaklawn Drive and Pin Oak Drive	Final	9.62	1	CC 2-18-2014
P-FY-13-28	TRI-Supply	South East corner of North West H K Dodgen Loop & Range Road	Final	11.33	1	PZC 5-20-2013
P-FY-13-31	Central and 31st Addition	South East corner of South 31st Street & West Central Avenue (formerly Lots 1-12, Block 8, Freeman Heights Addition)	Final	2.066	1	PZC 3-3-2014
P-FY-13-33	Ramcon Subdivision	North East corner of South 39th Street & Everton Drive	Admin	2.432	3	CC 1-3-2014
P-FY-13-37	Centrifugal Castings Addition	Between Range Road & Parkway Drive	Admin	7.35	1	CC 8-7-2013

Case Number	Subdivision Name	Location	Type of Plat	Acres	# of Lots	City Council/ PZC Approval
P-FY-13-40	Extreme Cheer	Extreme Cheer, Temple	Admin	1.296	1	CC 1-9-2014
P-FY-13-41	Joshlin Subdivision	Lots 2R1 & 2S2, Block 1 - East of Hilliard Road & West of Holy Trinity HS, on North side of West Adams Avenue	Final	7.731	2	PZC 11-4-2013
P-FY-13-42	RCS Addition	South West corner of Sleepy Hollow Lane & South 31st Street	Admin	0.61	1	Pending
P-FY-13-45	Gillmeister Addition Phase II	South West corner of Gillmeister Lane & South General Bruce Drive	Final	5.582	3	PZC 1-3-2014

Miscellaneous Approvals

In addition to the applications described above, the Planning Department reviewed 12 abandonment requests, nine street use license request and two variance requests. There were no annexations during the 2013 Fiscal year.

The following table shows the total number of cases submitted and approved in Fiscal year 2013.

Type of Case	P&Z Cases				
	Processed	Approved	Withdrawn	Denied	Pending
UDC Text Amendment	3	3	0	0	0
Comprehensive Plan Text Amendment	1	1	0	0	0
I-35 Appeal	5	5	0	0	0
Rezoning	19	17	1	1*	0
Conditional Use Permits	8	7	0	0	1
Planned Development	2	1	1	0	0
Final or Minor Residential Plat	12	10	0	0	2
Final or Minor Nonresidential Plat	15	14	0	0	1
Annexations	0	0	0	0	0
Abandonments	12	7	1	2*	2
Street Use License	9	7	0	1*	1
Variance	2	2	0	0	0
Total	88	74	3	4	5

*No Action

Doesn't include preliminary, concept, or administrative plats



COUNCIL AGENDA ITEM MEMORANDUM

03/20/14
Item #4
Regular Agenda
Page 1 of 1

DEPT./DIVISION SUBMISSION & REVIEW:

Traci L. Barnard, Director of Finance

ITEM DESCRIPTION: Consider adopting a resolution authorizing the defeasance of the City's Limited Tax Notes, Series 2011 and other related matters.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: Staff has deemed it to be in the best interest of the City to use available funds to defease all or a portion of the Limited Tax Notes, Series 2011 Obligations.

The Director of Finance, the City's Financial Advisor, the City's Bond Counsel and/or the paying agent for the Defeased Obligations are hereby authorized to take all actions necessary to effectuate the defeasance of such obligations, including finalizing the notice of defeasance, the amount of Defeased Obligations and sending all notices of such defeasance required by the ordinance authorizing the Defeased Obligations.

The City's Financial Advisor, Specialized Public Finance Inc., and bond counsel, McCall, Parkhurst & Horton, L.L.P, will be present at the meeting to review the parameters and details of the resolution with Council.

FISCAL IMPACT: The City received \$5,350,000 in settlement proceeds in March 2013. In addition, \$204,350 remains from the original LTN proceeds to be used to defease the obligations bringing the total currently available to \$5,554,350. The total amount needed to fully defease the debt is approximately \$6,274,145. A budget adjustment is presented for Council approval appropriating the additional \$720,005 needed to fully fund the transaction. The additional funding needed is a result of funding Mobile data laptops and betterments to the Police Department Facility with the Limited Tax Notes. Funding will come from the General Fund Unallocated Fund Balance.

ATTACHMENTS:

[Budget Adjustment
Resolution](#)

FY **2014****BUDGET ADJUSTMENT FORM**

Use this form to make adjustments to your budget. All adjustments must balance within a Department.

Adjustments should be rounded to the nearest \$1.

+

-

ACCOUNT NUMBER	PROJECT #	ACCOUNT DESCRIPTION	INCREASE		DECREASE	
430-0000-354-05-20		Designated / Debt Defeasance	\$ 720,000			
430-0000-490-25-82		Transfer In / General Fund	720,000			
110-0000-352-13-45		Designated for Capital Projects			720,000	
110-9100-591-81-30		Transfer Out / I & S Fund	720,000			
		DO NOT POST				
TOTAL.....			\$2,160,000		\$ 720,000	

EXPLANATION OF ADJUSTMENT REQUEST- Include justification for increases AND reason why funds in decreased account are available.

To allocate additional funds needed to defease the City's Limited Tax Notes, Series 2011.

DOES THIS REQUEST REQUIRE COUNCIL APPROVAL?

☒

Yes

☐

No

DATE OF COUNCIL MEETING

3/20/2014

WITH AGENDA ITEM?

☒

Yes

☐

No

Department Head/Division Director

Date

☐

Approved

☐

Disapproved

Finance

Date

☐

Approved

☐

Disapproved

City Manager

Date

☐

Approved

☐

Disapproved

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING DEFEASANCE OF THE CITY'S LIMITED TAX
NOTES, SERIES 2011 AND OTHER RELATED MATTERS**

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

WHEREAS, the City of Temple, Texas (the "City") has duly issued and there is now outstanding the following obligations:

City of Temple, Texas Limited Tax Notes, Series 2011, dated November 1, 2011, in the aggregate principal amount of \$5,745,000, maturing on August 1, as set forth in Exhibit "A" (the "Series 2011 Obligations") and

WHEREAS, the City Council (the "City Council") of the City deems it to be in the best interest of the City to use lawfully available funds to defease all or a portion of the Series 2011 Obligations (the "Defeased Obligations").

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

Section 1. The City hereby authorizes the defeasance of the Defeased Obligations. Attached to this Resolution as Exhibit "A" and made a part hereof for all purposes, is a copy of the notice of defeasance for the Defeased Obligations in substantially final form. The Director of Finance, the City's Financial Advisor, the City's Bond Counsel and/or the paying agent for the Defeased Obligations are hereby authorized to take all actions necessary to effectuate the defeasance of such obligations, including finalizing the notice of defeasance, the amount of Defeased Obligations and sending all notices of such defeasance required by the ordinance authorizing the Defeased Obligations.

Section 2. The City hereby determines and authorizes that lawfully available funds sufficient to defease the Defeased Obligations shall be deposited with The Bank of New York Mellon Trust Company, N.A., as Escrow Agent for such obligations, pursuant to the terms of an Escrow Agreement by and between the City and The Bank of New York Mellon Trust Company, N.A. (the "Escrow Agreement"). The Escrow Agreement in substantially the form and substance attached hereto as Exhibit "B" is hereby approved, and the Mayor or Mayor Pro Tem is hereby authorized to complete, amend, modify and execute the Escrow Agreement, as necessary. The City hereby determines and authorizes that such funds deposited under the Escrow Agreement shall be used to defease the Defeased Obligations.

Section 3. The Director of Finance is hereby authorized to transfer City funds as necessary to defease the Defeased Obligations.

Section 4. The Mayor or Mayor Pro-Tem of the City Council of the City, the City Manager, and the Director of Finance shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things, including giving any notices as may be required by the City's continuing disclosure obligations, if any, with respect to the Defeased Obligations and all other instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Resolution or the ordinance authorizing the Defeased Obligations.

Section 5. If any provision of this Resolution or the application thereof to any circumstance shall be held to be invalid, the remainder of this Resolution and the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Resolution would have been enacted without such invalid provision.

Section 6. This resolution shall be in full force and effect immediately upon its passage and approval.

PASSED AND ADOPTED this 20th day of March, 2014.

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"

NOTICE OF DEFEASANCE

City of Temple, Texas Limited Tax Notes, Series 2011, dated November 1, 2011, maturing in the years 2015 through 2018, inclusively, as further described in the following table (the "Defeased Notes")

were defeased on _____, 2014 to the respective maturity date of the Defeased Notes by the funding of an escrow held by The Bank of New York Mellon Trust Company, National Association, as paying agent/registrar of the Defeased Notes. Moneys deposited in the escrow may have been invested in certain securities of the United States of America or securities guaranteed by the United States of America (the "Federal Securities"). The terms of the escrow permit City of Temple, Texas to reinvest such moneys in other Federal Securities or to substitute other Federal Securities for Federal Securities initially deposited to the escrow. The Defeased Notes are set forth in the following table.

CUSIP Number*	Maturity Date (August 1)	Principal Amount	Interest Rate
880064ZJ2	2015	\$ 1,350,000	4.000%
880064ZK9	2016	1,405,000	4.000
880064ZL7	2017	1,460,000	5.000
880064ZM5	2018	1,530,000	3.000

* CUSIP is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, managed by S&P Capital IQ on behalf of the American Bankers Association. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP services provided by CUSIP Global Services. Neither the City nor the paying agent/registrar shall be responsible for the selection or correctness of the CUSIP numbers set forth herein.

By: THE BANK OF NEW YORK MELLON TRUST
COMPANY, NATIONAL ASSOCIATION,
AS PAYING AGENT/REGISTRAR

Date of Notice: _____, 2014

CITY OF TEMPLE, TEXAS

EXHIBIT "B"
ESCROW AGREEMENT

ESCROW AGREEMENT

Defeasance of City of Temple, Texas Limited Tax Notes, Series 2011 (April 1, 2014)

THIS ESCROW AGREEMENT, dated as of April 1, 2014 (herein, together with any amendments or supplements hereto, called the "Agreement"), entered into by and between the City of Temple, Texas (the "Issuer") and The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, as escrow agent (together with any successor in such capacity, the "Escrow Agent"). The addresses of the Issuer and the Escrow Agent are shown on Exhibit "A" attached hereto and made a part hereof.

W I T N E S S E T H:

WHEREAS, the Issuer heretofore issued and there presently remain outstanding the obligations described in the Verification Report of Grant Thornton LLP (the "Report") relating to the Defeased Obligations, attached hereto as Exhibit "B" and made a part hereof; and

WHEREAS, the Defeased Obligations are scheduled to mature in such years, bear interest at such rates, and be payable at such times and in such amounts as are set forth in the Report; and

WHEREAS, when firm banking arrangements have been made for the payment of principal and interest to the maturity dates of the Defeased Obligations, then the Defeased Obligations shall no longer be regarded as outstanding except for the purposes of receiving payment from the funds provided for such purpose and Issuer's right to call such Defeased Obligations for defeasance in accordance with the provisions of the resolution, order or ordinance authorizing their issuance upon compliance with the provisions of Texas law; and

WHEREAS, Chapter 1207, Texas Government Code, as amended ("Chapter 1207"), authorizes the Issuer to issue refunding bonds and to deposit the proceeds from the sale thereof, and any other available funds or resources, directly with an eligible institution, including any place of payment (paying agent) for any of the Defeased Obligations, and such deposit, if made before such payment dates and in sufficient amounts, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Defeased Obligations; and

WHEREAS, Chapter 1207 further authorizes the Issuer to enter into an escrow agreement with any such eligible institution for any of the Defeased Obligations with respect to the safekeeping, investment, administration and disposition of any such deposit, upon such terms and conditions as the Issuer and such institution may agree, provided that such deposits may be invested only in obligations authorized by Chapter 1207, and which shall mature and/or bear interest payable at such times and in such amounts as will be sufficient to provide for the scheduled payment of principal and interest on the Defeased Obligations when due; and

WHEREAS, this Agreement constitutes an escrow agreement of the kind authorized and required by said Chapter 1207; and

WHEREAS, The Bank of New York Mellon Trust Company, N.A. is the paying agent for the Defeased Obligations; and

WHEREAS, Chapter 1207 makes it the duty of the Escrow Agent to comply with the terms of this Agreement and timely make available to the other places of payment (paying agents) for the Defeased Obligations the amounts required to provide for the payment of the principal of and interest on such obligations when due, and in accordance with their terms, but solely from the funds, in the manner, and to the extent provided in this Agreement; and

WHEREAS, the Issuer is making a cash deposit to provide for the payment of the principal of the Defeased Obligations at their respective maturity dates and the interest thereon to such dates as set forth in the Report; and

WHEREAS, the Issuer desires that certain available funds of the Issuer shall be applied to purchase certain direct obligations of the United States of America hereinafter defined as the "Escrowed Securities" for deposit to the credit of the Escrow Fund created pursuant to the terms of this Agreement and to establish a beginning cash balance (if needed) in such Escrow Fund; and

WHEREAS, the Escrowed Securities shall mature and the interest thereon shall be payable at such times and in such amounts so as to provide moneys which, together with cash balances from time to time on deposit in the Escrow Fund, will be sufficient to pay interest on the Defeased Obligations as it accrues and becomes payable and the principal of the Defeased Obligations on their respective maturity dates; and

WHEREAS, to facilitate the receipt and transfer of proceeds of the Escrowed Securities, particularly those in book entry form, the Issuer desires to establish the Escrow Fund at the principal corporate trust office of the Escrow Agent; and

WHEREAS, the Escrow Agent and any paying agent for the Defeased Obligations, acting through the Escrow Agent, is also a party to this Agreement, as a paying agent for the Defeased Obligations to acknowledge their acceptance of the terms and provisions of this Agreement in such capacity.

NOW, THEREFORE, in consideration of the mutual undertakings, promises and agreements herein contained, the sufficiency of which are hereby acknowledged, and in order to secure the full and timely payment of principal of and the interest on the Defeased Obligations, the Issuer and the Escrow Agent mutually undertake, promise, and agree for themselves and their respective representatives and successors, as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

Section 1.01. Recitals. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in the Section.

Section 1.02. Definitions. Unless the context clearly indicates otherwise, the following terms shall have the meanings assigned to them below when they are used in this Agreement:

"Code" means the Internal Revenue Code of 1986, as amended, or to the extent applicable the Internal Revenue Code of 1954, together with any other applicable provisions of any successor federal income tax laws.

"Escrow Fund" means the fund created by this Agreement to be administered by the Escrow Agent pursuant to the provisions of this Agreement.

"Escrowed Securities" means the direct noncallable, not pre-payable United States Treasury obligations and obligations the due timely payment of which is unconditionally guaranteed by the United States of America described in the Report or cash or other direct obligations of the United States of America substituted therefor pursuant to Article IV of this Agreement.

"Paying Agent" means The Bank of New York Mellon Trust Company, N.A. acting in its capacity as paying agent for the Defeased Obligations.

Section 1.03. Other Definitions. The terms "Agreement," "Issuer," "Escrow Agent," "Defeased Obligations" and "Report" when they are used in this Agreement, shall have the meanings assigned to them in the preamble to this Agreement.

Section 1.04. Interpretations. The titles and headings of the articles and sections of this Agreement have been inserted for convenience and reference only and are not to be considered a part hereof and shall not in any way modify or restrict the terms hereof. This Agreement and all of the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to achieve the intended purpose of providing for the refunding of the Defeased Obligations in accordance with applicable law.

ARTICLE II

DEPOSIT OF FUNDS

Section 2.01. Deposits in the Escrow Fund. The Issuer shall deposit, or cause to be deposited, with the Escrow Agent, for deposit in the Escrow Fund, the funds described in the Report, and the Escrow Agent shall, upon the receipt thereof, acknowledge such receipt to the Issuer in writing.

ARTICLE III

CREATION AND OPERATION OF ESCROW FUND

Section 3.01. Escrow Fund. The Escrow Agent has created on its books a special trust fund and irrevocable escrow to be known as the City of Temple, Texas Limited Tax Notes, Series 2011 (April 1, 2014 Cash Defeasance) (the "Escrow Fund"). The Escrow Agent hereby agrees that upon receipt thereof it will irrevocably deposit to the credit of the Escrow Fund the funds and the Escrowed Securities described in the Report. Such deposit, all proceeds therefrom, and all cash balances from time to time on deposit therein (a) shall be the property of the Escrow Fund, (b) shall be applied only in strict conformity with the terms and conditions of this Agreement, and (c) are hereby irrevocably pledged to the payment of the principal of and interest on the Defeased Obligations, which payment shall be made by timely transfers of such amounts at such times as are provided for in Section 3.02 hereof. When the final transfers have been made for the payment of such principal of and interest on the Defeased Obligations, any balance then remaining in the Escrow Fund shall be transferred to the Issuer, and the Escrow Agent shall thereupon be discharged from any further duties hereunder.

Section 3.02. Payment of Principal and Interest. The Escrow Agent is hereby irrevocably instructed to transfer from the cash balances from time to time on deposit in the Escrow Fund, the amounts required to pay the principal of the Defeased Obligations at their respective maturity dates and interest thereon to such maturity dates in the amounts and at the times shown in the Report.

Section 3.03. Sufficiency of Escrow Fund. The Issuer represents that the successive receipts of the principal of and interest on the Escrowed Securities will assure that the cash balance on deposit from time to time in the Escrow Fund will be at all times sufficient to provide moneys for transfer to the Paying Agent at the times and in the amounts required to pay the interest on the Defeased Obligations as such interest comes due and the principal of the Defeased Obligations as the Defeased Obligations mature, all as more fully set forth in the Report. If, for any reason, at any time, the cash balances on deposit or scheduled to be on deposit in the Escrow Fund shall be insufficient to transfer the amounts required by the Paying Agent for the Defeased Obligations to make the payments set forth in Section 3.02 hereof, the Issuer shall timely deposit in the Escrow Fund, from any funds that are lawfully available therefor, additional funds in the amounts required to make such payments. Notice of any such insufficiency shall be given as promptly as practicable as hereinafter provided, but the Escrow Agent shall not in any manner be responsible for any insufficiency of funds in the Escrow Fund or the Issuer's failure to make additional deposits thereto.

Section 3.04. Trust Fund. The Escrow Agent shall hold at all times the Escrow Fund, the Escrowed Securities and all other assets of the Escrow Fund, wholly segregated from all other funds and securities on deposit with the Escrow Agent; it shall never allow the Escrowed Securities or any other assets of the Escrow Fund to be commingled with any other funds or securities of the Escrow Agent; and it shall hold and dispose of the assets of the Escrow Fund only as set forth herein. The Escrowed Securities and other assets of the Escrow Fund shall always be maintained by the Escrow Agent as trust funds for the benefit of the owners of the Defeased Obligations; and a special account thereof shall at all times be maintained on the books of the Escrow Agent. The owners of the

Defeased Obligations shall be entitled to the same preferred claim and first lien upon the Escrowed Securities, the proceeds thereof, and all other assets of the Escrow Fund to which they are entitled as owners of the Defeased Obligations. The amounts received by the Escrow Agent under this Agreement shall not be considered as a banking deposit by the Issuer, and the Escrow Agent shall have no right to title with respect thereto except as a constructive trustee and Escrow Agent under the terms of this Agreement. The amounts received by the Escrow Agent under this Agreement shall not be subject to warrants, drafts or checks drawn by the Issuer or, except to the extent expressly herein provided, by the Paying Agent.

Section 3.05. Security for Cash Balances. Cash balances from time to time on deposit in the Escrow Fund shall, to the extent not insured by the Federal Deposit Insurance Corporation or its successor, be continuously secured by a pledge of direct obligations of, or obligations unconditionally guaranteed by, the United States of America, having a market value at least equal to such cash balances.

ARTICLE IV

LIMITATION ON INVESTMENTS

Section 4.01. Limitation on Investments. Except as provided in Sections 3.02, 4.02, 4.03 and 4.04 hereof, the Escrow Agent shall not have any power or duty to invest or reinvest any money held hereunder, or to make substitutions of the Escrowed Securities, or to sell, transfer or otherwise dispose of the Escrowed Securities.

Section 4.02. Reinvestment of Certain Cash Balances in Escrow by Escrow Agent. In addition to the Escrowed Securities listed in the Report, the Escrow Agent shall reinvest cash balances shown in the Report in United States Treasury Obligations - State and Local Government Series with an interest rate equal to zero percent (0%) to the extent such obligations are available from the Department of the Treasury. All such re-investments shall be made only from the portion of cash balances derived from the maturing principal of and interest on Escrowed Securities that are United States Treasury Certificates of Indebtedness, Notes or Bonds - State and Local Government Series. All such re-investments shall be acquired on and shall mature on the dates shown on the Report.

Section 4.03. Substitutions and Reinvestments. At the discretion of the Issuer, the Escrow Agent shall reinvest cash balances representing receipts from the Escrowed Securities, make substitutions of the Escrowed Securities or redeem the Escrowed Securities and reinvest the proceeds thereof or hold such proceeds as cash, together with other moneys or securities held in the Escrow Fund provided that the Issuer delivers to the Escrow Agent the following:

- (1) an opinion by an independent certified public accountant that after such substitution or reinvestment the principal amount of the securities in the Escrow Fund (which shall be noncallable, not pre-payable direct obligations of the United States of America), together with the interest thereon and other available moneys, will be sufficient to pay, without further investment or reinvestment, as the same become due in accordance with the

Report, the principal of, interest on and premium, if any, on the Defeased Obligations which have not previously been paid, and

(2) an unqualified opinion of nationally recognized municipal bond counsel to the effect that (a) such substitution or reinvestment will not cause the Defeased Obligations to be "arbitrage bonds" within the meaning of Section 103 of the Code or the regulations thereunder in effect on the date of such substitution or reinvestment, or otherwise make the interest on the Defeased Obligations subject to federal income taxation, and (b) such substitution or reinvestment complies with the Constitution and laws of the State of Texas and with all relevant documents relating to the issuance of the Defeased Obligations.

The Escrow Agent shall have no responsibility or liability for loss or otherwise with respect to investments made at the direction of the Issuer.

Section 4.04. Substitution for Escrowed Securities. Concurrently with the initial deposit by the Issuer with the Escrow Agent, but not thereafter, the Issuer, at its option, may substitute cash or direct noncallable and not pre-payable obligations of the United States Treasury (the "Substitute Obligations"), but only if such Substitute Obligations:

- (a) are in an amount, and/or mature in an amount, which is equal to or greater than the amount payable on the maturity date of the obligation listed in the Report for which such Substitute Obligation is substituted,
- (b) mature on or before the maturity date of the obligation listed in the Report for which such Substitute Obligation is substituted, and
- (c) produce the amount necessary to pay the interest on and principal of the Defeased Obligations, as set forth in the Report, as verified by a certified public accountant or a firm of certified public accountants.

If, concurrently with the initial deposit by the Issuer with the Escrow Agent, any such Substitute Obligations are so substituted for any Escrowed Securities, the Issuer may, at any time thereafter, substitute for such Substitute Obligations the same Escrowed Securities for which such Substitute Obligations originally were substituted.

Section 4.05. Arbitrage. The Issuer hereby covenants and agrees that it shall never request the Escrow Agent to exercise any power hereunder or permit any part of the money in the Escrow Fund or proceeds from the sale of Escrowed Securities to be used directly or indirectly to acquire any securities or obligations if the exercise of such power or the acquisition of such securities or obligations would cause any Defeased Obligations to be an "arbitrage bond" within the meaning of the Code.

ARTICLE V

APPLICATION OF CASH BALANCES

Section 5.01. In General. Except as provided in Sections 3.02, 4.02, 4.03 and 4.04 hereof, no withdrawals, transfers, or reinvestment shall be made of cash balances in the Escrow Fund.

ARTICLE VI

RECORDS AND REPORTS

Section 6.01. Records. The Escrow Agent will keep books of record and account in which complete and correct entries shall be made of all transactions relating to the receipts, disbursements, allocations and application of the money and Escrowed Securities deposited to the Escrow Fund and all proceeds thereof, and such books shall be available for inspection at reasonable hours and under reasonable conditions by the Issuer and the owners of the Defeased Obligations.

Section 6.02. Reports. While this Agreement remains in effect, the Escrow Agent annually shall prepare and send to the Issuer a written report summarizing all transactions relating to the Escrow Fund during the preceding year, including, without limitation, credits to the Escrow Fund as a result of interest payments on or maturities of the Escrowed Securities and transfers from the Escrow Fund for payments on the Defeased Obligations or otherwise, together with a detailed statement of all Escrowed Securities and the cash balance on deposit in the Escrow Fund as of the end of such period.

ARTICLE VII

CONCERNING THE PAYING AGENT AND ESCROW AGENT

Section 7.01. Representations. The Escrow Agent hereby represents that it has all necessary power and authority to enter into this Agreement and undertake the obligations and responsibilities imposed upon it herein, and that it will carry out all of its obligations hereunder.

Section 7.02. Limitation on Liability. The liability of the Escrow Agent to transfer funds for the payment of the principal of and interest on the Defeased Obligations shall be limited to the cash balances from time to time on deposit in the Escrow Fund. Notwithstanding any provision contained herein to the contrary, neither the Escrow Agent nor the Paying Agent shall have any liability whatsoever for the insufficiency of funds from time to time in the Escrow Fund, except for the obligation to notify the Issuer as promptly as practicable of any such occurrence.

The recitals herein and the proceedings authorizing the Defeased Obligations shall be taken as the statements of the Issuer and shall not be considered as made by, or imposing any obligation or liability upon, the Escrow Agent. The Escrow Agent is not a party to the proceedings authorizing the Defeased Obligations and is not responsible for nor bound by any of the provisions thereof (except as a place of payment and paying agent and/or a Paying Agent/Registrar therefor). In its capacity as

Escrow Agent, it is agreed that the Escrow Agent need look only to the terms and provisions of this Agreement.

The Escrow Agent makes no representations as to the value, conditions or sufficiency of the Escrow Fund, or any part thereof, or as to the title of the Issuer thereto, or as to the security afforded thereby or hereby, and the Escrow Agent shall not incur any liability or responsibility in respect to any of such matters.

It is the intention of the parties hereto that the Escrow Agent shall never be required to use or advance its own funds or otherwise incur personal financial liability in the performance of any of its duties or the exercise of any of its rights and powers hereunder.

The Escrow Agent shall not be liable for any action taken or neglected to be taken by it in good faith in any exercise of reasonable care and believed by it to be within the discretion or power conferred upon it by this Agreement, nor shall the Escrow Agent be responsible for the consequences of any error of judgment; and the Escrow Agent shall not be answerable except for its own action, neglect or default, nor for any loss unless the same shall have been through its negligence or willful misconduct.

Unless it is specifically otherwise provided herein, the Escrow Agent has no duty to determine or inquire into the happening or occurrence of any event or contingency or the performance or failure of performance of the Issuer with respect to arrangements or contracts with others, with the Escrow Agent's sole duty hereunder being to safeguard the Escrow Fund, to dispose of and deliver the same in accordance with this Agreement. If, however, the Escrow Agent is called upon by the terms of this Agreement to determine the occurrence of any event or contingency, the Escrow Agent shall be obligated, in making such determination, only to exercise reasonable care and diligence, and in event of error in making such determination the Escrow Agent shall be liable only for its own willful misconduct or its negligence. In determining the occurrence of any such event or contingency the Escrow Agent may request from the Issuer or any other person such reasonable additional evidence as the Escrow Agent in its discretion may deem necessary to determine any fact relating to the occurrence of such event or contingency, and in this connection may make inquiries of, and consult with, among others, the Issuer at any time.

Section 7.03. Compensation. (a) Concurrently with the delivery of the Defeased Obligations, the Issuer shall pay to the Escrow Agent, as a fee for performing the services hereunder and for all expenses incurred or to be incurred by the Escrow Agent in the administration of this Agreement, the amount set forth in Exhibit C attached hereto, the sufficiency of which is hereby acknowledged by the Escrow Agent. In the event that the Escrow Agent is requested to perform any extraordinary services hereunder, the Issuer hereby agrees to pay reasonable fees to the Escrow Agent for such extraordinary services and to reimburse the Escrow Agent for all expenses incurred by the Escrow Agent in performing such extraordinary services, and the Escrow Agent hereby agrees to look only to the Issuer for the payment of such fees and reimbursement of such expenses. The Escrow Agent hereby agrees that in no event shall it ever assert any claim or lien against the Escrow Fund for any fees for its services, whether regular or extraordinary, as Escrow Agent, or in any other capacity, or for reimbursement for any of its expenses.

(b) The Bank of New York Mellon Trust Company, N.A., is the place of payment (paying agent) for the Defeased Obligations. Concurrently with the sale and delivery of the Defeased Obligations, the Issuer shall pay to the Paying Agent, the sum of \$_____, the sufficiency of which is hereby acknowledged by The Bank of New York Mellon Trust Company, N.A., for all future paying agency services with respect to the Defeased Obligations; and The Bank of New York Mellon Trust Company, N.A., warrants that such sum is sufficient for such purpose.

Section 7.04. Successor Escrow Agents. If at any time the Escrow Agent or its legal successor or successors should become unable, through operation of law or otherwise, to act as escrow agent hereunder, or if its property and affairs shall be taken under the control of any state or federal court or administrative body because of insolvency or bankruptcy or for any other reason, a vacancy shall forthwith exist in the office of Escrow Agent hereunder. In such event the Issuer, by appropriate action, promptly shall appoint an Escrow Agent to fill such vacancy. If no successor Escrow Agent shall have been appointed by the Issuer within 60 calendar days, a successor may be appointed by the owners of a majority in principal amount of the Defeased Obligations then outstanding by an instrument or instruments in writing filed with the Issuer, signed by such owners or by their duly authorized attorneys-in-fact. If, in a proper case, no appointment of a successor Escrow Agent shall be made pursuant to the foregoing provisions of this section within three months after a vacancy shall have occurred, the owner of any Defeased Obligation may apply to any court of competent jurisdiction to appoint a successor Escrow Agent. Such court may thereupon, after such notice, if any, as it may deem proper, prescribe and appoint a successor Escrow Agent.

Any successor Escrow Agent shall be a corporation organized and doing business under the laws of the United States or the State of Texas, authorized under such laws to exercise corporate trust powers, authorized under Texas law to act as an escrow agent, having its principal office and place of business in the State of Texas, having a combined capital and surplus of at least \$5,000,000 and subject to the supervision or examination by Federal or State authority.

Any successor Escrow Agent shall execute, acknowledge and deliver to the Issuer and the Escrow Agent an instrument accepting such appointment hereunder, and the Escrow Agent shall execute and deliver an instrument transferring to such successor Escrow Agent, subject to the terms of this Agreement, all the rights, powers and trusts of the Escrow Agent hereunder. Upon the request of any such successor Escrow Agent, the Issuer shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor Escrow Agent all such rights, powers and duties.

The Escrow Agent at the time acting hereunder may at any time resign and be discharged from the trust hereby created by giving not less than sixty (60) days' written notice to the Issuer and publishing notice thereof, specifying the date when such resignation will take effect, in a newspaper printed in the English language and with general circulation in New York, New York, such publication to be made once at least three (3) weeks prior to the date when the resignation is to take effect. No such resignation shall take effect unless a successor Escrow Agent shall have been appointed by the owners of the Defeased Obligations or by the Issuer as herein provided and such successor Escrow Agent shall be a paying agent for the Defeased Obligations and shall have

accepted such appointment, in which event such resignation shall take effect immediately upon the appointment and acceptance of a successor Escrow Agent.

Under any circumstances, the Escrow Agent shall pay over to its successor Escrow Agent proportional parts of the Escrow Agent's fee and, if applicable, its Paying Agent's fee hereunder.

ARTICLE VIII

MISCELLANEOUS

Section 8.01. Notice. Any notice, authorization, request, or demand required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given when mailed by registered or certified mail, postage prepaid addressed to the Issuer or the Escrow Agent at the address shown on Exhibit "A" attached hereto. The United States Post Office registered or certified mail receipt showing delivery of the aforesaid shall be conclusive evidence of the date and fact of delivery. Any party hereto may change the address to which notices are to be delivered by giving to the other parties not less than ten (10) calendar days prior notice thereof. Prior written notice of any amendment to this Agreement contemplated pursuant to Section 8.08 and immediate written notice of any incidence of a severance pursuant to Section 8.04 shall be sent to Standard & Poor's Corporation, Attn: Municipal Bond Department, 25 Broadway, New York, New York 10004 and Fitch, Inc., One State Street Plaza, New York, New York 10004.

Section 8.02. Termination of Responsibilities. Upon the taking of all the actions as described herein by the Escrow Agent, the Escrow Agent shall have no further obligations or responsibilities hereunder to the Issuer, the owners of the Defeased Obligations or to any other person or persons in connection with this Agreement.

Section 8.03. Binding Agreement. This Agreement shall be binding upon the Issuer and the Escrow Agent and their respective successors and legal representatives, and shall inure solely to the benefit of the owners of the Defeased Obligations, the Issuer, the Escrow Agent and their respective successors and legal representatives.

Section 8.04. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein.

Section 8.05. Texas Law Governs. This Agreement shall be governed exclusively by the provisions hereof and by the applicable laws of the State of Texas.

Section 8.06. Time of the Essence. Time shall be of the essence in the performance of obligations from time to time imposed upon the Escrow Agent by this Agreement.

Section 8.07. Effective date of Agreement. This Agreement shall be effective upon receipt by the Escrow Agent of the funds described in the Report, together with the specific sums stated in subsections (a) and (b) of Section 7.03 for Escrow Agent and paying agency fees, expenses, and services.

Section 8.08. Amendments. This Agreement shall not be amended except to cure any ambiguity or formal defect or omission in this Agreement. No amendment shall be effective unless the same shall be in writing and signed by the parties thereto. No such amendment shall adversely affect the rights of the holders of the Defeased Obligations.

Section 8.09. Counterparts. This Agreement may be executed in one or more counterparts, each and all of which shall constitute one and the same instrument.

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EXECUTED as of the date first written above.

CITY OF TEMPLE, TEXAS

By _____
Mayor, City of Temple

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

By _____
Authorized Signatory

EXHIBIT "A"

ADDRESSES OF THE ISSUER AND THE ESCROW AGENT

Issuer

City of Temple, Texas
2 North Main Street
Temple, Texas 76501
Attn: Director of Finance

Escrow Agent

The Bank of New York Mellon Trust Company, N.A.
2001 Bryan Street, 11th Floor
Dallas, Texas 75201

EXHIBIT "B"

VERIFICATION REPORT

EXHIBIT "C"

ESCROW AGENT FEE SCHEDULE

\$_____ for the escrow and \$_____ for the defeasance



COUNCIL AGENDA ITEM MEMORANDUM

03/20/14
Item #5
Regular Agenda
Page 1 of 2

DEPT./DIVISION SUBMISSION & REVIEW:

Traci L. Barnard, Director of Finance

ITEM DESCRIPTION: FIRST & FINAL READING – PUBLIC HEARING - Consideration and action with respect to the "Fifth Supplemental Ordinance to the Master Ordinance Establishing the City of Temple, Texas Utility System Revenue Financing Program" related to the issuance of City of Temple, Texas Utility System Revenue Refunding Bonds, Series 2014.

STAFF RECOMMENDATION: Adopt ordinance as presented in item description.

ITEM SUMMARY: On September 21, 2006, the City Council of the City of Temple, Texas (the "City") adopted a "Master Ordinance Establishing the City of Temple, Texas Utility System Revenue Financing Program" (referred to herein as the "Master Ordinance"). In order to enable the City to provide for the financing and refinancing of the utility system projects authorized by Chapter 1502, Texas Government Code, as amended, and any other applicable provisions of State law, the Master Ordinance establishes a revenue financing program pursuant to which the City can issue and enter into obligations, including bonds and other types of obligations, secured by and payable from a pledge of and lien on all or part of the Security.

For such purposes, the City deems it necessary to issue Parity Debt pursuant to this "Fifth Supplemental Ordinance to the Master Ordinance establishing the City of Temple, Texas Utility System Revenue Financing Program" (the Fifth Supplement"). The City has previously issued and has outstanding several series of obligations payable from water and sewer utility system revenues pursuant to the Master Ordinance.

The City has previously issued and has outstanding several series of obligations payable from water and sewer utility system revenues pursuant to the Master Ordinance. The City deems it advisable and in the best interest of the City to refund the Refunded Obligations in order to achieve a net present value debt service savings of not less than 3% of the principal amount of the Refunded Obligations net of any City contribution with such savings, among other information and terms to be included in a pricing certificate to be executed by the City Officer, all in accordance with the provisions of Chapters 1207 and 1371 of the Texas Government Code.

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

Chapter 1207 further authorizes the City to enter into an escrow agreement with a paying agent for the Refunded Obligations or with a trust company or commercial bank that does not act as depository for the City with respect to the safekeeping, investment, reinvestment, administration and disposition of any such deposit, upon such terms and conditions as the City and such escrow agent may agree, provided that such deposits may be invested and reinvested in Defeasance Securities.

The Escrow Agreement hereinafter authorized, constitutes an agreement of the kind authorized and permitted by said Chapter 1207; and all the Refunded Obligations mature or are subject to redemption prior to maturity within 20 years of the date of the bonds hereinafter authorized.

The Bonds authorized to be issued by this Fifth Supplement are to be issued and delivered pursuant to the City Charter and Chapters 1207 and 1371 of the Texas Government Code, as amended, and other applicable State laws.

Our financial advisor, Specialized Public Finance Inc., and bond counsel, McCall, Parkhurst & Horton, L.L.P., will be at the meeting to review the parameters and details of the ordinance.

FISCAL IMPACT: Refunded Obligations will be refunded, all or a portion, in order to achieve a net present value debt service savings of not less than 3% of the principal amount of the Refunded Obligations net of any City contribution. Other parameters included in the ordinance are a maximum par amount not to exceed \$25 million and maximum maturity date of August 1, 2030.

ATTACHMENTS:

[Ordinance](#)

ORDINANCE NO. _____

**FIFTH SUPPLEMENTAL ORDINANCE TO THE
MASTER ORDINANCE ESTABLISHING THE
CITY OF TEMPLE, TEXAS
UTILITY SYSTEM REVENUE FINANCING PROGRAM**

Adopted March 20, 2014

**FIFTH SUPPLEMENTAL ORDINANCE TO THE
MASTER ORDINANCE ESTABLISHING THE
CITY OF TEMPLE, TEXAS
UTILITY SYSTEM REVENUE FINANCING PROGRAM**

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ORDINANCE NO. _____

**FIFTH SUPPLEMENTAL ORDINANCE TO THE
MASTER ORDINANCE ESTABLISHING THE
CITY OF TEMPLE, TEXAS
UTILITY SYSTEM REVENUE FINANCING PROGRAM**

THE STATE OF TEXAS §

CITY OF TEMPLE §

WHEREAS, on September 21, 2006, the City Council of the City of Temple, Texas (the "City") adopted a "Master Ordinance Establishing the City of Temple, Texas Utility System Revenue Financing Program" (referred to herein as the "Master Ordinance"); and

WHEREAS, in order to enable the City to provide for the financing and refinancing of the utility system projects authorized by Chapter 1502, Texas Government Code, as amended, and any other applicable provisions of State law, the Master Ordinance establishes a revenue financing program pursuant to which the City can issue and enter into obligations, including bonds and other types of obligations, secured by and payable from a pledge of and lien on all or part of the Security, as hereinafter defined; and

WHEREAS, for such purposes, the City deems it necessary to issue Parity Debt, as hereinafter defined, pursuant to this "Fifth Supplemental Ordinance to the Master Ordinance establishing the City of Temple, Texas Utility System Revenue Financing Program" (the "Fifth Supplement"); and

WHEREAS, the City has previously issued and has outstanding several series of obligations payable from water and sewer utility system revenues pursuant to the Master Ordinance; and

WHEREAS, the City Council of the City deems it advisable and in the best interest of the City to refund the Refunded Obligations, as defined in Exhibit "A" attached hereto, in order to achieve a net present value debt service savings of not less than 3% of the principal amount of the Refunded Obligations net of any City contribution with such savings, among other information and terms to be included in a pricing certificate to be executed by the City Officer, all in accordance with the provisions of Chapters 1207 and 1371 of the Texas Government Code thereof; and

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

WHEREAS, Chapter 1207 further authorizes the City to enter into an escrow agreement with a paying agent for the Refunded Obligations or with a trust company or commercial bank that does not act as depository for the City with respect to the safekeeping, investment, reinvestment, administration and disposition of any such deposit, upon such terms and conditions as the City and such escrow agent may agree, provided that such deposits may be invested and reinvested in Defeasance Securities, as defined herein; and

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

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

WHEREAS, the Bonds authorized to be issued by this Fifth Supplement are to be issued and delivered pursuant to the City Charter and Chapters 1207 and 1371 of the Texas Government Code, as amended, and other applicable State laws; and

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

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

ARTICLE I
BONDS ISSUED UNDER UTILITY SYSTEM
REVENUE FINANCING PROGRAM

Section 1.01. DEFINITIONS. (a) Definitions. The capitalized terms used herein (except in the FORM OF BONDS set forth in Exhibit "B" hereto) and not otherwise defined shall have the meanings given in the Master Ordinance or in Exhibit "A" to this Fifth Supplement. The recitals to this Fifth Supplement and the exhibits hereto are incorporated herein and made a part hereof for all purposes.

(b) Construction of Terms. If appropriate in the context of this Fifth Supplement, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, words of the masculine, feminine, or neuter gender shall be considered to include the other genders, and words importing persons shall include firms, associations, and corporations.

Section 1.02. ESTABLISHMENT OF FINANCING PROGRAM AND ISSUANCE OF PARITY DEBT. (a) Fifth Supplement. By adoption of the Master Ordinance, the City has established the City of Temple, Texas Utility System Revenue Financing Program for the purpose of enabling the City to provide for the financing of utility system projects authorized by Chapter 1502 of the Texas Government Code, as amended, and any other applicable provisions of State law

pursuant to which, subject to the payment of maintenance and operating expenses, the City may issue and enter into obligations, including bonds and other types of obligations, secured by and payable from a pledge of and lien on all or part of the Security. This Fifth Supplement provides for the authorization, form, characteristics, provisions of payment and redemption, and security of the Bonds. This Fifth Supplement is subject to the terms of the Master Ordinance and the terms of the Master Ordinance are incorporated herein by reference and as such are made a part hereof for all purposes.

(b) Bonds Are Parity Debt. As required by Section 7 of the Master Ordinance governing the issuance of Parity Debt such as the Bonds, the City hereby finds that, upon the issuance of the Bonds, the Security will be sufficient to meet the financial obligations relating to the Financing Program, including Security in amounts sufficient to satisfy the Annual Debt Service Requirements of the Financing Program. The Bonds are hereby declared to be Parity Debt under the Master Ordinance.

Section 1.03. FIFTH SUPPLEMENT TO CONSTITUTE A CONTRACT; EQUAL SECURITY. In consideration of the acceptance of the Bonds by those who shall hold the same from time to time, this Fifth Supplement shall be deemed to be and shall constitute a contract between the City and the Owners from time to time of the Bonds, and the pledge made in this Fifth Supplement by the City and the covenants and agreements set forth in this Fifth Supplement to be performed by the City shall be for the equal and proportionate benefit, security, and protection of all Owners from time to time of the Bonds, without preference, priority, or distinction as to security or otherwise of any of the Bonds authorized hereunder over any of the other Bonds by reason of time of issuance, sale, or maturity thereof or otherwise for any cause whatsoever, except as expressly provided in or permitted by this Fifth Supplement and the Master Ordinance.

Section 1.04. LIMITATION OF BENEFITS WITH RESPECT TO THIS FIFTH SUPPLEMENT. With the exception of the rights or benefits herein expressly conferred, nothing expressed or contained herein or implied from the provisions of this Fifth Supplement or the Bonds is intended or should be construed to confer upon or give to any person other than the City, the Owners, and the Paying Agent/Registrar, any legal or equitable right, remedy, or claim under or by reason of or in respect to this Fifth Supplement or any covenant, condition, stipulation, promise, agreement, or provision herein contained. This Fifth Supplement and all of the covenants, conditions, stipulations, promises, agreements, and provisions hereof are intended to be and shall be for and inure to the sole and exclusive benefit of the City, the Owners, and the Paying Agent/Registrar as herein and therein provided.

ARTICLE II BOND AUTHORIZATION AND SPECIFICATIONS

Section 2.01. AMOUNT, PURPOSE AND DESIGNATION OF THE BONDS. The Bonds designated "**CITY OF TEMPLE, TEXAS UTILITY SYSTEM REVENUE REFUNDING BONDS**" (the "Bonds") are hereby authorized to be issued and delivered pursuant to this Fifth Supplement and in accordance with the Constitution and laws of the State of Texas, particularly Chapters 1207 and 1371, Texas Government Code, as amended, and the Charter of the

City. The Bonds shall be issued in one or more series in the aggregate principal amount not to exceed \$25,000,000 for the purpose of (i) refunding the Refunded Obligations and (ii) paying the costs of issuing the Bonds.

Section 2.02. DATE, DENOMINATIONS, NUMBERS, MATURITIES AND TERMS OF BONDS. (a) Terms of Bonds. There initially shall be issued, sold and delivered under this Fifth Supplement fully registered bonds, without interest coupons, which may be in the form of Current Interest Bonds or Premium Compound Interest Bonds numbered consecutively from R-1 upward, in the case of Current Interest Bonds, and from PC-1 upward, in the case of Premium Compound Interest Bonds (except the Initial Bond delivered to the Attorney General of the State of Texas which shall be numbered T-1 and TPC-1, respectively) payable to the initial registered owner(s) (as designated in subsection (c) of this Section), or to the registered assignee or assignees of said Bonds or any portion or portions thereof (in each case, the "Registered Owner" or the "Owner"), in the denomination of \$5,000 or any integral multiple thereof, maturing not later than August 1, 2030, serially or otherwise on the dates, in the years and in the principal amounts, respectively, and dated, all as set forth in the Pricing Certificate pursuant to subsection (b) of this Section. The Pricing Certificate is hereby incorporated in and made a part of this Fifth Supplement. The Bonds shall be designated by the year in which they are awarded. The authority of the City Officer to execute a Pricing Certificate shall expire at 5:00 p.m. C.S.T. on March 20, 2015. Bonds priced on or before March 20, 2015 may be delivered to the initial purchaser after such date.

(b) Selling and Delivering the Bonds. As authorized by Chapters 1207 and 1371, Texas Government Code, as amended, the City Officer is hereby authorized to act on behalf of the City in selling and delivering one or more Series of the Bonds, determining which of the Refundable Obligations shall be refunded and constitute Refunded Obligations under this Fifth Supplement and carrying out the other procedures specified in this Fifth Supplement, including the date of the Bonds, any additional or different designation or title by which a Series of the Bonds shall be known, the price at which the Bonds will be sold, the years in which the Bonds will mature, the principal amount to mature in each of such years, the aggregate principal amount of Current Interest Bonds and Premium Compound Interest Bonds, the rate or rates of interest to be borne by each such maturity, the interest payment periods, the dates, price, and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the City, as well as any mandatory sinking fund redemption provisions, procuring municipal bond insurance and approving modifications to this Fifth Supplement related to the procurement of such insurance and executing such instrument, documents and agreements as may be necessary with respect thereto, if it is determined by such officers that the City procuring such insurance would be financially desirable and advantageous and all other matters relating to the issuance, sale, and delivery of the Bonds and the refunding of the Refunded Obligations, all of which shall be specified in the Pricing Certificate; provided that (i) the price to be paid for each Series of the Bonds shall not be less than 90% of the aggregate original principal amount thereof plus accrued interest thereon from its date to its delivery, (ii) none of the Bonds of a Series shall bear interest at a rate, or yield in the case of Premium Compound Interest Bonds, greater than the maximum authorized by law, (iii) the refunding must produce a net present value debt service savings of at least 3.00% of the principal amount of the Refunded Obligations, net of any City contribution and (iv) each Series of the Bonds shall be rated by a nationally recognized rating agency in one of the four highest rating categories. In establishing the aggregate principal amount of the Bonds, the City Officer shall establish an amount not to exceed the amount authorized

in Section 2.01, which shall be sufficient to provide for the purposes for which the Bonds are authorized and to pay the costs of issuing the Bonds.

In satisfaction of Section 1201.022(a)(3), Texas Government Code, the City Council determines that the delegation of the authority to the City Officer to approve the final terms and conditions of the Bonds as set forth in this Fifth Supplement is, and the decisions made by the City Officer pursuant to such delegated authority incorporated in the Pricing Certificate will be, in the best interests and shall have the same force and effect as if such determination were made by the City Council and the City Officer is hereby authorized to make and include in a Pricing Certificate an appropriate finding to that effect.

(c) Sale of the Bonds. To achieve advantageous borrowing costs for the City and the Financing Program, the Bonds shall be sold on a negotiated, placement or competitive basis as determined by the City Officer in the Pricing Certificate. In determining whether to sell the Bonds by negotiated, placement or competitive sale, the City Officer shall take into account the market conditions expected at the time of the sale and any other matters which, in the judgment of the City Officer, might affect the net borrowing costs on the Bonds.

If the City Officer determines that the Bonds should be sold at a competitive sale, the City Officer shall cause to be prepared a notice of sale and official statement in such manner as the City Officer deems appropriate, to make the notice of sale and official statement available to those institutions and firms wishing to submit a bid for the Bonds, to receive such bids, and to award the sale of the Bonds to the bidder submitting the best bid in accordance with the provisions of the notice of sale.

If the City Officer determines that the Bonds should be sold by a negotiated sale or placement, the City Officer shall designate the placement purchaser or the senior managing underwriter for the Bonds and such additional investment banking firms as the City Officer deems appropriate to assure that the Bonds are sold on the most advantageous terms. The City Officer, acting for and on behalf of the City, is authorized to enter into and carry out a Bond Purchase Agreement or other agreement for the Bonds to be sold by negotiated sale or placement at such price, with and subject to such terms as determined by the City Officer pursuant to Section 2.02(b) above. Each Bond Purchase Agreement or other agreement shall be substantially in the form and substance previously approved by the City in connection with the authorization of Outstanding Bonds with such changes as are acceptable to the City Officer.

(d) Interest. The Current Interest Bonds shall bear interest from the dates specified in the FORM OF BOND set forth in this Fifth Supplement to their respective dates of maturity or redemption at the rates per annum as set forth in the Pricing Certificate. Interest shall be payable in the manner provided and on the dates stated in the FORM OF BOND set forth in this Fifth Supplement and the Pricing Certificate.

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

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

(e) In General. The Bonds (i) may and shall be redeemed prior to the respective scheduled maturity dates, (ii) may be assigned and transferred, (iii) may be exchanged for other Bonds, (iv) shall have the characteristics, and (v) shall be signed and sealed, and the principal of and interest on the Bonds shall be payable, all as provided, and in the manner required or indicated, in the FORM OF BONDS set forth in Exhibit "B" to this Fifth Supplement and with such changes and additions as required to be consistent with the provisions contained in the Pricing Certificate.

(f) Payments on Holidays. In the event that any date for payment of the principal of or interest on the Bonds is a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment will be the next succeeding day that is not a Saturday, Sunday, legal holiday, or day on which such banking institutions are authorized to close. Payment on such later date will not increase the amount of interest due and will have the same force and effect as if made on the original date payment was due.

Section 2.03. PAYMENT OF BONDS; PAYING AGENT/REGISTRAR. The principal of, premium, if any, and the interest on the Bonds shall be payable, without exchange or collection charges to the Owner thereof, in any coin or currency of the United States of America that at the time of payment is legal tender for the payment of public and private debts.

The Bank of New York Mellon Trust Company, National Association is hereby appointed as Paying Agent/Registrar for the Bonds. By accepting the appointment as Paying Agent/Registrar, the Paying Agent/Registrar acknowledges receipt of copies of the Master Ordinance and this Fifth Supplement, and is deemed to have agreed to the provisions thereof and hereof.

The City agrees and covenants to cause to be kept and maintained at the designated office of the Paying Agent/Registrar a Security Register, all as provided herein, in accordance with the terms and provisions of the Paying Agent/Registrar Agreement and such reasonable rules and regulations as the Paying Agent/Registrar and the City may prescribe. In addition, to the extent required by law, the City covenants to cause to be kept and maintained the Security Register or a copy thereof in the State.

The City expressly reserves the right to appoint one or more successor Paying Agent/Registrars, by filing with the Paying Agent/Registrar a certified copy of a resolution or minute order of the City making such appointment. The City further expressly reserves the right to terminate the appointment of the Paying Agent/Registrar by filing a certified copy of a resolution of

the City giving notice of the City's termination of the City's agreement with such Paying Agent/Registrar and appointing a successor. The City covenants to maintain and provide a Paying Agent/Registrar at all times until the Bonds are paid and discharged, and any successor Paying Agent/Registrar shall be a bank, trust company, financial institution, or other entity duly qualified and legally authorized to serve as and perform the duties and services of Paying Agent/Registrar for the Bonds. If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Security Register (or a copy thereof) and all other pertinent books and records relating to the Bonds to the successor Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar, the City agrees promptly to cause a written notice thereof to be sent to each Owner by United States mail, first-class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

The principal of, premium, if any, and interest on the Bonds due and payable by reason of maturity, redemption, or otherwise, shall be payable only to the Owner thereof appearing on the Security Register, and, to the extent permitted by law, neither the City nor the Paying Agent/Registrar, nor any agent of either, shall be affected by notice to the contrary.

Principal of, and premium, if any, on the Bonds shall be payable only upon the presentation and surrender of said Bonds to the Paying Agent/Registrar at its designated office. Interest on the Bonds shall be paid to the Owner whose name appears in the Security Register at the close of business on the Record Date and shall be paid (i) by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, by the Paying Agent/Registrar to the address of the Owner appearing in the Security Register on the Record Date or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested in writing by, and at the risk and expense of, the Owner.

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

Section 2.04. REDEMPTION. (a) Generally. The Bonds shall be subject to redemption prior to scheduled maturity at such times and with such provisions as provided in the FORM OF BONDS and the Pricing Certificate.

(b) Notices of Redemption and Defeasance. (i) Unless waived by any Owner of the Bonds to be redeemed, the Chief Financial Officer shall give notice of redemption or defeasance to the Paying Agent/Registrar at least thirty-five (35) days prior to a redemption date in the case of a redemption (unless a lesser period is acceptable to the Paying Agent/Registrar) and on the defeasance date in the case of a defeasance and the Paying Agent/Registrar shall give notice of redemption or of defeasance of Bonds by mail, first-class postage prepaid at least thirty (30) days prior to a redemption date and within thirty (30) days after a defeasance date to each Owner and to

the central post office or each registered securities depository and to any national information service that disseminates such notices. In addition, in the event of a redemption caused by an advance refunding of the Bonds, the Paying Agent/Registrar shall send a second notice of redemption to the persons specified in the immediately preceding sentence at least thirty (30) days but not more than ninety (90) days prior to the actual redemption date. Any notice sent to the central post office or registered securities depositories or such national information services shall be sent so that they are received at least two (2) days prior to the general mailing or publication date of such notice. The Paying Agent/Registrar shall also send a notice of prepayment or redemption to the Owner of any Bond who has not sent the Bonds in for redemption sixty (60) days after the redemption date.

(ii) Each notice of redemption or defeasance shall contain a description of the Bonds to be redeemed or defeased including the complete name of the Bonds, the date of issue, the interest rate, the maturity date, the CUSIP number, the certificate numbers, the amounts called of each certificate, the publication or mailing date for the notice, the date of redemption or defeasance, the redemption price, if any, the name of the Paying Agent/Registrar, and the address at which the Bonds may be redeemed or paid, including a contact person telephone number.

(iii) All redemption payments made by the Paying Agent/Registrar to the Owners of the Bonds shall include a CUSIP number relating to each amount paid to such Owner.

The failure of any Owner of the Bonds to receive notice given as provided in this Section 2.04, or any defect therein, shall not affect the validity of any proceedings for the redemption of any Bonds. Any notice mailed as provided in this Section 2.04 shall be conclusively presumed to have been duly given and shall become effective upon mailing, whether or not any Owner receives such notice.

So long as DTC is effecting book-entry transfers of the Bonds, the Paying Agent/Registrar shall provide the notices specified in this Section 2.04 only to DTC. It is expected that DTC shall, in turn, notify its participants and that the participants, in turn, will notify or cause to be notified the beneficial owners. Any failure on the part of DTC or a participant, or failure on the part of a nominee of a beneficial owner of a Bond to notify the beneficial owner of the Bond so affected, shall not affect the validity of the redemption of such Bonds.

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

Section 2.05. REGISTRATION; TRANSFER; EXCHANGE OF BONDS; PREDECESSOR BONDS; BOOK-ENTRY-ONLY SYSTEM; SUCCESSOR SECURITIES DEPOSITORY; PAYMENTS TO CEDE & CO. (a) Registration, Transfer, Exchange, and Predecessor Bonds.

The Registrar shall obtain, record, and maintain in the Security Register the name and address of each Owner issued under and pursuant to the provisions of this Fifth Supplement. Any Bond may, in accordance with its terms and the terms hereof, be transferred or exchanged for Bonds in Authorized Denominations upon the Security Register by the Owner, in person or by his duly authorized agent, upon surrender of such Bond to the Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Owner or by his duly authorized agent, in form satisfactory to the Registrar.

Upon surrender for transfer of any Bond at the designated office of the Registrar, there shall be registered and delivered in the name of the designated transferee or transferees, one or more new Bonds, executed on behalf of, and furnished by, the City, of Authorized Denominations and having the same Maturity and of a like aggregate principal amount as the Bond or Bonds surrendered for transfer.

At the option of the Owner, Bonds may be exchanged for other Bonds of Authorized Denominations and having the same Maturity, bearing the same rate of interest, and of like aggregate principal amount or Maturity Amount and the Bonds surrendered for exchange, upon surrender of the Bonds to be exchanged at the principal office of the Registrar. Whenever any Bonds are so surrendered for exchange, there shall be registered and delivered new Bonds executed on behalf of, and furnished by, the City to the Owner requesting the exchange.

All Bonds issued upon any transfer or exchange of Bonds shall be delivered at the principal office of the Registrar or sent by United States mail, first-class, postage prepaid to the Owners or the designee thereof, and, upon the registration and delivery thereof, the same shall be the valid obligations of the City, evidencing the same debt, and entitled to the same benefits under the Master Ordinance and this Fifth Supplement, as the Bonds surrendered in such transfer or exchange.

All transfers or exchanges of Bonds pursuant to this Section shall be made without expense or service charge to the Owner, except as otherwise herein provided, and except that the Registrar shall require payment by the Owner requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Bonds canceled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be "Predecessor Bonds," evidencing all or a portion, as the case may be, of the same debt evidenced by the new Bond or Bonds registered and delivered in the exchange or transfer therefor. Additionally, the term "Predecessor Bonds" shall include any mutilated Bond that is surrendered to the Paying Agent/Registrar or any Bond for which satisfactory evidence of the loss of which has been received by the City and the Paying Agent/Registrar and, in either case, in lieu of which a Bond or Bonds have been registered and delivered pursuant to Section 3.05 hereof.

Neither the City nor the Registrar shall be required to issue or transfer to an assignee of an Owner any Bond called for redemption, in whole or in part, within forty-five (45) days of the date

fixed for the redemption of such Bond; provided, however, such limitation of transfer shall not be applicable to an exchange by the Owner of the unredeemed balance of a Bond called for redemption in part.

(b) Ownership of Bonds. The entity in whose name any Bond shall be registered in the Security Register at any time shall be deemed and treated as the absolute Owner thereof for all purposes of this Fifth Supplement, whether or not such Bond shall be overdue, and, to the extent permitted by law, the City and the Paying Agent/Registrar shall not be affected by any notice to the contrary; and payment of, or on account of, the principal of, premium, if any, and interest on any such Bond shall be made only to such Owner. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

(c) Book-Entry-Only System. The Bonds issued in exchange for the Initial Bond issued as provided in Section 2.06 shall be issued in the form of a separate single fully-registered Bond for each of the maturities thereof registered in the name of Cede & Co., as nominee of DTC, and except as provided in this subsection (c) all of the Outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than an Owner as shown on the Security Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than a Owner as shown on the Security Register, of any amount with respect to principal of, premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Fifth Supplement 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 Bond is registered in the Security Register as the absolute owner of such Bond for the purpose of payment of principal, premium, if any, and interest, with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the Owners, as shown in the Security Register as provided in this Fifth Supplement, 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 Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Security Register, shall receive a Bond evidencing the obligation of the City to make payments of principal, premium, if any, and interest pursuant to this Fifth Supplement. 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 Fifth Supplement with respect to interest checks being mailed to the Owner at the close of business on the Record Date the words "Cede & Co." in this Fifth Supplement shall refer to such new nominee of DTC.

(d) Successor Securities Depository; Transfers Outside Book-Entry-Only System. In the event that the City determines to discontinue the book-entry-only system through DTC or a successor or DTC determines to discontinue providing its services with respect to the Bonds, the City shall either (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository, and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Security Register 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 Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Fifth Supplement.

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

(f) Blanket Issuer Letter of Representations. The City heretofore has executed and delivered to DTC a "Blanket Issuer Letter of Representations" with respect to the utilization by the City of DTC's book-entry-only system and the City intends to utilize such book-entry-only system in connection with the Bonds.

Section 2.06. INITIAL BOND. The Bonds shall initially be issued as a fully registered bond, being one bond (the "Initial Bond"). The Initial Bond shall be registered in the name of the initial purchaser of the Bonds. The Initial Bond shall be submitted to the Office of the Attorney General of the State for approval and registration by the Office of the Comptroller of Public Accounts of the State and delivered to the initial purchaser thereof. Immediately after the delivery of the Initial Bond on the Issuance Date, the Registrar shall cancel the Initial Bond and exchange therefor Bonds in the form of a separate single fully-registered Bond for each of the maturities thereof registered in the name of Cede & Co., as nominee of DTC and, except as provided in Section 2.05(d), all of the Outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

Section 2.07. FORM OF BONDS. The Bonds (including Initial Bond), the Registration Certificate of the Comptroller of Public Accounts of the State or the Authentication Certificate, and the form of Assignment to be printed on each of the Bonds shall be substantially in the form set forth in Exhibit "B" to this Fifth Supplement with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Fifth Supplement and the Pricing Certificate, may have such letters, numbers, or other marks of identification and such legends and endorsements (including any reproduction of an opinion of counsel and information regarding the issuance of any bond insurance policy) thereon as may, consistently herewith, be established by the City or determined by the officers executing such Bonds as evidenced by their execution thereof. Any

portion of the text of any Bonds may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Bond.

The Bonds shall be typewritten, photocopied, printed, lithographed, engraved, or produced in any other similar manner, all as determined by the officers executing such Bonds as evidenced by their execution thereof.

ARTICLE III EXECUTION; REPLACEMENT OF BONDS; AND BOND INSURANCE

Section 3.01. EXECUTION AND REGISTRATION. The Bonds shall be executed on behalf of the City by the Mayor under its seal reproduced or impressed thereon and attested by the City Secretary. The signature of said officers on the Bonds may be manual or facsimile. Bonds bearing the manual or facsimile signatures of individuals who are or were the proper officers of the City as of their authorization shall be deemed to be duly executed on behalf of the City, notwithstanding that such individuals or either of them shall cease to hold such offices at the time of delivery of the Bonds to the initial purchaser(s) and with respect to Bonds delivered in subsequent exchanges and transfers, all as authorized and provided in Chapter 1201, Texas Government Code, as amended.

No Bond shall be entitled to any right or benefit under this Fifth Supplement, or be valid or obligatory for any purpose, unless there appears on such Bond either a certificate of registration substantially in the form provided in Exhibit "B" to this Fifth Supplement, executed by the Comptroller of Public Accounts of the State or its duly authorized agent by manual signature, or the Paying Agent/Registrar's Authentication Certificate substantially in the form provided in Exhibit "B" to this Fifth Supplement executed by the manual signature of an authorized officer or employee of the Registrar, and either such certificate duly signed upon any Bond shall be conclusive evidence, and the only evidence, that such Bond has been duly certified, registered, and delivered.

Section 3.02. CONTROL AND CUSTODY OF BONDS. The Chief Financial Officer shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation and examination by the Attorney General of the State, including the printing and supply of printed Bonds, and shall take and have charge and control of the Initial Bond pending the approval thereof by the Attorney General, the registration thereof by the Comptroller of Public Accounts, and the delivery thereof to the Underwriters.

Furthermore, each Authorized Representative is hereby authorized and directed to furnish and execute such documents relating to the Utility System, the City and its financial affairs as may be necessary for the issuance of the Bonds, the approval of the Attorney General, and the registration by the Comptroller of Public Accounts and, together with the City's Bond Counsel and the Paying Agent/Registrar, make the necessary arrangements for the delivery of the Initial Bond to the underwriters and the initial exchange thereof for Bonds other than the Initial Bond.

Section 3.03. PRINTED OPINION. The initial purchaser's obligation to accept delivery of the Bonds is subject to the initial purchaser being furnished the final opinion of McCall, Parkhurst & Horton L.L.P. approving the Bonds as to their validity, said opinion to be dated and delivered as of the date of delivery and payment for the Bonds. If bond insurance is obtained for the Bonds, the Bonds may bear an appropriate insurance legend.

Section 3.04. CUSIP NUMBERS. CUSIP numbers may be printed or typed on the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof and neither the City nor attorneys approving the Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the Bonds.

Section 3.05. MUTILATED, DESTROYED, LOST, AND STOLEN BONDS. If (1) any mutilated Bond is surrendered to the Paying Agent/Registrar, or the City and the Paying Agent/Registrar receive evidence to their satisfaction of the destruction, loss, or theft of any Bond, and (2) there is delivered to the City and the Paying Agent/Registrar such security or indemnity as may be required to save each of them harmless, then, in the absence of notice to the City or the Paying Agent/Registrar that such Bond has been acquired by a bona fide purchaser, the City shall execute and, upon its request, the Paying Agent/Registrar shall register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost, or stolen Bond, a new Bond of the same Maturity and of like tenor and principal amount, bearing a number not contemporaneously outstanding.

In case any such mutilated, destroyed, lost, or stolen Bond has become or is about to become due and payable, the City in its discretion may, instead of issuing a new Bond, pay such Bond and the interest due thereon to the date of payment.

Upon the issuance of any new Bond under this Section, the City may require payment by the Owner of a sum sufficient to cover any tax or other governmental charge imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent/Registrar) connected therewith.

Every new Bond issued pursuant to this Section in lieu of any mutilated, destroyed, lost, or stolen Bond shall constitute a replacement of the prior obligation of the City, whether or not the mutilated, destroyed, lost, or stolen Bond shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Fifth Supplement equally and ratably with all other Outstanding Bonds.

Section 3.06. BOND INSURANCE. In connection with the sale of the Bonds, the City Officer may obtain a municipal bond insurance policy from a municipal bond insurer (the "Insurer") to guarantee the full and complete payment required to be made by or on behalf of the City on some or all of the Bonds as determined by the City Officer. The City Officer is hereby authorized to sign a commitment letter and/or insurance agreement with the Insurer and to pay the premium for the bond insurance policies at the time of the delivery of the Bonds out of the proceeds of sale of the Bonds or from other available funds and to execute such other documents and certificates as necessary in connection with the bond insurance policies as he or she may deem appropriate.

Printing on Bonds covered by the bond insurance policies a statement describing such insurance, in form and substance satisfactory to the Insurer and the City Officer, is hereby approved and authorized. The Pricing Certificate may contain provisions related to the bond insurance policies, including payment provisions thereunder, and the rights of the Insurer, and any such provisions shall be read and interpreted as an integral part of this Fifth Supplement.

ARTICLE IV

PAYMENTS, REBATE FUND AND RESERVE FUND

Section 4.01. PAYMENTS. (a) Accrued and Capitalized Interest. Immediately after the delivery of the Bonds the City shall deposit any accrued interest and any sale proceeds to be used to pay capitalized interest received from the sale and delivery of such Bonds to the credit of the Interest and Sinking Account to be held to pay interest on such Bonds.

(b) Debt Service Payments. Semiannually on or before each principal or interest payment date while any of the Bonds are outstanding and unpaid, commencing on the first interest payment date for the Bonds, the City shall make available from the Interest and Sinking Account to the Paying Agent/Registrar, money sufficient to pay such interest on and such principal of the Bonds as will accrue or mature, or be subject to mandatory redemption prior to maturity, on such principal, redemption, or interest payment date. The Paying Agent/Registrar shall cancel all paid Bonds and shall furnish the City with an appropriate certificate of cancellation.

Section 4.02. REBATE ACCOUNT. A separate and special account to be known as the Rebate Account is hereby established by the City pursuant to the requirements of Section 148(f) of the Code and the tax covenants of the City contained in Section 5.01 of this Fifth Supplement for the benefit of the United States of America and the City, as their interests may appear pursuant to this Fifth Supplement. Such amounts shall be deposited therein and withdrawn therefrom as is necessary to comply with the provisions of Section 5.01. Any moneys held within the Rebate Account shall not constitute Security under the Master Ordinance.

Section 4.03. RESERVE ACCOUNT. (a) To accumulate and maintain a reserve for the payment of the Bonds equal to the Average Annual Debt Service Requirements of the Bonds (calculated by the City at the beginning of each Fiscal Year) (the "Required Reserve Amount"), the Reserve Account has been established and shall be maintained by the City. Earnings and income derived from the investment of amounts held for the credit of the Reserve Account shall be retained in the Reserve Account until the Reserve Account contains the Required Reserve Amount; thereafter, such earnings and income shall be deposited to the credit of the System Account. The City shall deposit and credit to the Reserve Account amounts required to maintain the balance in the Reserve Account in an amount equal to the Required Reserve Amount by making monthly deposits and credits in amounts equal to not less than 1/60th of the Required Reserve Amount or by the deposit of a Reserve Account Obligation. There shall be deposited into the Reserve Account any Reserve Account Obligations so designated by the City. All funds, investments and Reserve Account Obligations on deposit and credited to the Reserve Account shall be used solely for (i) the payment of the principal of and interest on the Bonds, when and to the extent other funds available for such purposes are insufficient, (ii) to make Reserve Account Obligation Payments and (iii) to retire the last Stated Maturity or Stated Maturities of or interest on the Bonds. The Reserve Account is solely

for the benefit of this series of Bonds and is not available to pay Annual Debt Service Requirements on any other Parity Debt.

(b) When and for so long as the cash, investments and Reserve Account Obligations in the Reserve Account equal the Required Reserve Amount, no deposits need be made to the credit of the Reserve Account; but, if and when the Reserve Account at any time contains less than the Required Reserve Amount, the City covenants and agrees that the City shall cure the deficiency in the Reserve Account by resuming the deposits to such Account from the Pledged Revenues by monthly deposits and credits in amounts equal to not less than 1/60th of the Required Reserve Amount with any such deficiency payments being made on or before each interest payment date until the Required Reserve Amount has been fully restored; provided, however, that no such deposits shall be made into the Reserve Account during any six month period beginning on an interest payment date until there has been deposited into the Interest and Sinking Account the full amount required to be deposited therein by the next following semi-annual payment date, as the case may be.

In addition, in the event that a portion of the Required Reserve Amount is represented by a Reserve Account Obligation, the Required Reserve Amount shall be restored as soon as possible from monthly deposits of Pledged Revenues on deposit in the System Account, but subject to making the full deposits and credits to the Interest and Sinking Account required to be made by the next following interest payment date, as the case may be. The City further covenants and agrees that, subject only to the prior deposits and credits to be made to the Interest and Sinking Account, the Pledged Revenues shall be applied and appropriated and used to establish and maintain the Required Reserve Amount, including by paying Reserve Account Obligation Payments when due, and to cure any deficiency in such amounts as required by the terms of this Fifth Supplement.

During such time as the Reserve Account contains the Required Reserve Amount, the obligation to maintain the Required Reserve Amount has been suspended pursuant to subsection (d) below or any cash is replaced with a Reserve Account Obligation pursuant to subsection (c) below, the City may, at its option, withdraw all surplus funds in the Reserve Account and deposit such surplus in the Interest and Sinking Account or otherwise use such amount in any manner permitted by law unless such surplus is required to be rebated in which case such event shall be deposited into the Rebate Account.

(c) A Reserve Account Obligation issued in an amount equal to all or part of the Required Reserve Amount for the Bonds may be used in lieu of depositing cash into the Reserve Account. In addition, a Reserve Account Obligation may be substituted for monies and investments in the Reserve Account if the substitution of the Reserve Account Obligation will not, in and of itself, cause any ratings then assigned to the Bonds by any rating agency to be lowered and the ordinance authorizing the substitution of the Reserve Account Obligation for all or part of the Required Reserve Amount contains a finding that such substitution is cost effective.

(d) Notwithstanding anything to the contrary contained herein, the requirement set forth in subsection (a) above to maintain the Required Reserve Amount in the Reserve Account shall be suspended for such time as the Net Revenues for each Fiscal Year are equal to at least 1.35 times the average Annual Debt Service Requirements. In the event that the Net Revenues for any Fiscal Year are less than 1.35 times the average Annual Debt Service Requirements, the City will be required to commence making Required Reserve Account Deposits, as provided in subsection (b) above, and to

continue such Required Reserve Account Deposits until the earlier of (i) such time as the Reserve Account contains the Required Reserve Amount or (ii) the Net Revenues in each of two consecutive years have been equal to not less than 1.35 times the average Annual Debt Service Requirements. Notwithstanding the provisions of Section 4.03(a) of this section, if the City commences deposits in the Reserve Account and later is authorized to suspend payments into the fund under this section any funds so accumulated may, at the discretion of the City: (i) remain in the Reserve Account or (ii) be used for any lawful purpose including additional projects or to pay debt service on the Bonds.

(e) A Reserve Account Obligation permitted under (a) above, must be in the form of a surety bond or insurance policy meeting the requirements described below.

(1) (i) A surety bond or insurance policy issued to the Paying Agent/Registrar, as agent of the Holders, by a company licensed to issue an insurance policy guaranteeing the timely payment of debt service on the Bonds (a "municipal bond insurer") if the claims paying ability of the issuer thereof shall be rated "AAA" or "Aaa", respectively, by S&P and Moody's, or (ii) a surety bond or insurance policy issued to the Paying Agent/Registrar, as agent of the Holders, by an entity other than a municipal bond insurer, if the form and substance of such instrument and the issuer thereof shall be approved in writing by each Bond Insurer of record.

(2) The obligation to reimburse the issuer of a Reserve Account Obligation for any claims or draws upon such Reserve Account Obligation in accordance with its terms, including expenses incurred in connection with such claims or draws, to the extent permitted by law, (a Reserve Account Obligation Payment) shall be made from the deposits made to the Reserve Account as provided in this Section. The Reserve Account Obligation shall provide for a revolving feature under which the amount available thereunder will be reinstated to the extent of any reimbursement of draws or claims paid. If the revolving feature is suspended or terminated for any reason, the right of the issuer of the Reserve Account Obligation to reimbursement will be subordinated to the cash replenishment of the Reserve Account to an amount equal to the difference between the full original amount available under the Reserve Account Obligation and the amount then available for further draws or claims. In the event (a) the issuer of a Reserve Account Obligation becomes insolvent, or (b) the issuer of a Reserve Account Obligation defaults in its payment obligations thereunder, or (c) the claims paying ability of the issuer of the insurance policy or surety bond falls below "AAA" or "Aaa", by S&P and Moody's, respectively, the obligation to reimburse the issuer of the Reserve Account Obligation shall be subordinated to the cash replenishment of the Reserve Account.

(3) In the event (a) the revolving reinstatement feature described in the preceding paragraph is suspended or terminated, or (b) the rating of the claims paying ability of the issuer of the surety bond or insurance policy falls below "AAA" or "Aaa", by S&P and Moody's, respectively, the City shall either (i) deposit into the Reserve Account, in accordance with this Section, an amount sufficient to cause the cash or investments credited to the Reserve Account to accumulate to the Required Reserve Amount, or (ii) replace such instrument with a surety bond or insurance policy meeting the requirements of 1 and 2 above, within six months of such occurrence. In the event (a) the rating of the claims-paying

ability of the issuer of the surety bond or insurance policy falls below "A" by S&P and Moody's, or (b) the issuer of the Reserve Account Obligation defaults in its payment obligations hereunder, or (c) the issuer of the Reserve Account Obligation becomes insolvent, the City shall either (i) deposit into the Reserve Account, in accordance with this Section, amounts sufficient to cause the cash or investments on deposit in the Reserve Account to accumulate to the Required Reserve Amount, or (ii) replace such instrument with a surety bond or insurance policy meeting the requirements of 1 and 2 above within six months of such occurrence.

(4) The Paying Agent/Registrar shall ascertain the necessity for a claim or draw upon any Reserve Account Obligation and provide notice to the issuer of the Reserve Account Obligation in accordance with its terms not later than three days (or such appropriate time period as will, when combined with the timing of required payment under the Reserve Account Obligation, ensure payment under the Reserve Account Obligation on or before the interest payment date) prior to each date upon which the principal of or interest on the Parity Obligations will be due.

It is recognized that a Reserve Account Obligation may be issued which is payable only with respect to a part of the Bonds with the remainder of the Required Reserve Amount being satisfied by monies and investments and in that case any draws upon the Reserve Account will have to be made on a pro-rata basis. Therefore, (i) draws upon one or more such Reserve Account Obligations shall be made on a pro-rata basis with cash and investments available in the Reserve Account and (ii) deposits and credits to the Reserve Account to restore it to the Required Reserve Amount shall be utilized on a pro-rata basis to pay Reserve Account Obligation Payments to reimburse the issuers of the Reserve Account Obligations, thus restoring that part of the Required Reserve Amount, and to restore with cash and investments the balance of the Required Reserve Amount.

ARTICLE V

COVENANTS REGARDING TAX EXEMPTION

Section 5.01. COVENANTS REGARDING TAX EXEMPTION. (a) Covenants. The City covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Bonds as obligations described in section 103 of 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 ten percent (10%) of the proceeds of the Bonds 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 ten percent (10%) 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 Fifth Supplement or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than ten percent (10%) of the debt service on the Bonds, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds five percent (5%) of the proceeds of the Bonds or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of five percent (5%) 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 five percent (5%) of the proceeds of the Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

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

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

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

(A) proceeds of the Bonds invested for a reasonable temporary period of three (3) years or less until such proceeds are needed for the purpose for which the bonds are issued,

(B) amounts invested in a bona fide debt service funds, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

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

(7) to otherwise restrict the use of the proceeds of the Bonds or amounts treated as proceeds of the Bonds, as may be necessary, so that the Bonds 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 Bonds) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Bonds 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 Account. In order to facilitate compliance with the above covenant in subsection (a)(8), a "Rebate Account" is hereby established by the City for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the bondholders. The Rebate Account 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 Bonds. It is the understanding of the City that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Bonds, the City will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Bonds, the City agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In furtherance of such intention, the City hereby authorizes and directs the Chief Financial Officer to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the City, which may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds.

(d) Designation as Qualified Tax-Exempt Obligations. If the Bonds are issued as Tax-Exempt Bonds, the City Officer is authorized to designate the Bonds as "qualified tax-exempt obligations" as defined in section 265(b)(3) of the Code, if the City qualifies to make such designation at the time of the pricing of the Bonds, conditioned upon the purchaser identified in the Pricing Certificate certifying that the aggregate initial offering price of the Bonds to the public (excluding any accrued interest) is no greater than \$10,000,000 (or such amount permitted by section 265 of the Code). Assuming such condition is met and the City Officer makes such designation in the Pricing Certificate, the City represents, covenants and warrants the following: (a) that during the calendar year in which the Bonds are issued, the City (including any subordinate entities) has not designated nor will designate bonds, which when aggregated with the Bonds, will result in more than \$10,000,000 (or such amount permitted by section 265 of the Code) of "qualified tax-exempt obligations" being issued; (b) that the City reasonably anticipates that the amount of tax-exempt obligations issued during the calendar year in which the Bonds are issued, by the City (or any subordinate entities) will not exceed \$10,000,000 (or such amount permitted by section 265 of the Code); and, (c) that the City will take such action or refrain from such action as necessary, and as more particularly set forth in this Section, in order that the Bonds will not be considered "private activity bonds" within the meaning of section 141 of the Code. The City Officer may modify the foregoing representations, covenants and warranties in the Pricing Certificate as necessary and appropriate to comply with applicable provisions of the Code in existence at the time of pricing of the Bonds.

Section 5.02. ALLOCATION OF, AND LIMITATION ON, EXPENDITURES FOR PROJECT. The City covenants to account for the expenditure of sale proceeds and investment earnings to be used for the purposes described in Section 2.01 of this Fifth Supplement on its books and records by allocating proceeds to expenditures within 18 months of the later of the date that (i) the expenditure is made, or (ii) the purposes for which the Bonds are issued have been accomplished. The foregoing notwithstanding, the City shall not expend sale proceeds or investment earnings thereon more than 60 days after the earlier of (i) the fifth anniversary of the delivery of the Bonds, or (ii) the date the Bonds are retired, unless the City obtains an opinion of nationally-recognized bond counsel that such expenditure will not adversely affect the tax-exempt status of the Bonds. 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 5.03. DISPOSITION OF PROJECT. The City covenants that the property financed with the Bonds will not be sold or otherwise disposed in a transaction resulting in the receipt by the City of cash or other compensation, unless the City obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

ARTICLE VI AMENDMENTS AND MODIFICATIONS

Section 6.01. AMENDMENTS OR MODIFICATIONS WITHOUT CONSENT OF OWNERS OF BONDS. Subject to the provisions of the Master Ordinance, this Fifth Supplement and the rights and obligations of the City and of the Owners of the Outstanding Bonds may be modified or amended at any time without notice to or the consent of any Owner of the Bonds or any other Parity Debt, solely for any one or more of the following purposes:

- (i) To add to the covenants and agreements of the City contained in this Fifth Supplement, other covenants and agreements thereafter to be observed, or to surrender any right or power reserved to or conferred upon the City in this Fifth Supplement;
- (ii) To cure any ambiguity or inconsistency, or to cure or correct any defective provisions contained in this Fifth Supplement, upon receipt by the City of an Opinion of Counsel, that the same is needed for such purpose, and will more clearly express the intent of this Fifth Supplement;
- (iii) To supplement the Security for the Bonds;

(iv) To make such other changes in the provisions hereof, as the City may deem necessary or desirable and which shall not, in the judgment of the City, materially adversely affect the interests of the Owners of the Outstanding Bonds;

(v) To make any changes or amendments requested by the State Attorney General's Office as a condition to the approval of the Bonds, which changes or amendments do not, in the judgment of the City, materially adversely affect the interests of the Owners of the Outstanding Bonds; or

(vi) To make any changes or amendments requested by any bond rating agency then rating or requested to rate the Bonds, as a condition to the issuance or maintenance of a rating, which changes or amendments do not, in the judgment of the City, materially adversely affect the interests of the Owners of the Outstanding Bonds.

Section 6.02. AMENDMENTS OR MODIFICATIONS WITH CONSENT OF OWNERS OF BONDS. (a) Amendments. Subject to the other provisions of this Fifth Supplement, the Master Ordinance and the consent of the Bond Insurer, the Owners of Outstanding Bonds aggregating a majority in Outstanding Principal Amount shall have the right from time to time to approve any amendment, other than amendments described in Section 6.01 hereof, to this Fifth Supplement that may be deemed necessary or desirable by the City, provided, however, that nothing herein contained shall permit or be construed to permit, without the approval of the Owners of all of the Outstanding Bonds, the amendment of the terms and conditions in this Fifth Supplement or in the Bonds so as to:

(i) Make any change in the maturity of the Outstanding Bonds;

(ii) Reduce the rate of interest borne by Outstanding Bonds;

(iii) Reduce the amount of the principal payable on Outstanding Bonds;

(iv) Modify the terms of payment of principal of or interest on the Outstanding Bonds, or impose any conditions with respect to such payment;

(v) Affect the rights of the Owners of less than all Bonds then Outstanding; or

(vi) Change the minimum percentage of the Outstanding Principal Amount of Bonds necessary for consent to such amendment.

(b) Notice. If at any time the City shall desire to amend this Fifth Supplement pursuant to Subsection (a), the City shall cause notice of the proposed amendment to be published in a financial newspaper or journal of general circulation in the City of New York, New York (including, but not limited to, The Bond Buyer or The Wall Street Journal) or in the State (including, but not

limited to, The Texas Bond Reporter), once during each calendar week for at least two successive calendar weeks or disseminated by electronic means customarily used to convey notices of redemption. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the principal office of the Paying Agent/Registrar for inspection by all Owners of Bonds. Such publication is not required, however, if the City gives or causes to be given such notice in writing to each Owner of Bonds. A copy of such notice shall be provided in writing to each rating agency maintaining a rating on the Bonds and to the Bond Insurer.

(c) Receipt of Consents. Whenever at any time the City shall receive an instrument or instruments executed by all of the Owners or the Owners of Outstanding Bonds aggregating a majority in Outstanding Principal Amount, as appropriate, which instrument or instruments shall refer to the proposed amendment described in said notice and which consent to and approve such amendment in substantially the form of the copy thereof on file as aforesaid, the City may adopt the amendatory resolution in substantially the same form.

(d) Consent Irrevocable. Any consent given by any Owner pursuant to the provisions of this Section shall be irrevocable for a period of six (6) months from the date of the first publication or other service of the notice provided for in this Section, and shall be conclusive and binding upon all future Owners of the same Bond during such period. Such consent may be revoked at any time after six (6) months from the date of the first publication of such notice by the Owner who gave such consent, or by a successor in title, by filing notice thereof with the Paying Agent/Registrar and the City, but such revocation shall not be effective if the Owners of Outstanding Bonds aggregating a majority in Outstanding Principal Amount prior to the attempted revocation consented to and approved the amendment. Notwithstanding the foregoing, any consent given at the time of and in connection with the initial purchase of Bonds shall be irrevocable.

(e) Ownership. For the purpose of this Section, the ownership and other matters relating to all Bonds registered as to ownership shall be determined from the Security Register kept by the Paying Agent/Registrar therefor. The Paying Agent/Registrar may conclusively assume that such ownership continues until written notice to the contrary is served upon the Paying Agent/Registrar.

Section 6.03. EFFECT OF AMENDMENTS. Upon the adoption by the City of any resolution to amend this Fifth Supplement pursuant to the provisions of this Article, this Fifth Supplement shall be deemed to be amended in accordance with the amendatory resolution, and the respective rights, duties, and obligations of the City and all the Owners of Outstanding Bonds shall thereafter be determined, exercised, and enforced under the Master Ordinance and this Fifth Supplement, as amended.

ARTICLE VII MISCELLANEOUS

Section 7.01. DISPOSITION OF BOND PROCEEDS AND OTHER FUNDS. Proceeds from the sale of the Bonds shall, promptly upon receipt thereof, be applied by the Chief Financial Officer as follows:

(i) any underwriting discount or fees and any Credit Agreement fees for the Bonds may be retained by and/or wired directly to such parties;

(ii) any accrued interest and sale proceeds to be used to pay capitalized interest for the Bonds, if any, shall be deposited as provided in Section 4.01;

(iii) an amount sufficient to pay the remaining costs of issuance of the Bonds and deposited to the Escrow Fund and used as provided in the Escrow Agreement.

Any sale proceeds of the Bonds remaining after making all deposits and payments provided for above shall be deposited into the Interest and Sinking Account and applied to the payment of principal of and interest on the Bonds.

Section 7.02. MAILED NOTICES. Except as otherwise required herein, all notices required or authorized to be given to the City, any Bond Insurer (as defined in, and pursuant to, Section 3.06 hereof) or the Paying Agent/Registrar pursuant to this Fifth Supplement shall be in writing and shall be sent by registered or certified mail, postage prepaid, to the following addresses or otherwise given in a manner deemed, in writing, acceptable to the party to receive the notice:

1. to the City:
City of Temple, Texas
2 North Main Street
Temple, Texas 76501
Attn: Chief Financial Officer
Telephone: (254) 298-5453
Facsimile: (254) 298-5466
2. to the Paying Agent/Registrar:
The Bank of New York Mellon Trust Company, National Association
2001 Bryan - 8th Floor
Dallas, TX 75201
Attn: Corporate Trust
Telephone: (214) 468-6411
Facsimile: (214) 468-6322
3. to any Bond Insurer:
The address, phone number and fax number specified by the Bond Insurer

or to such other addresses as may from time to time be furnished to the parties, effective upon the receipt of notice thereof given as set forth above.

Section 7.03. DEFEASANCE OF BONDS. (a) Deemed Paid. The principal of and/or the interest and redemption premium, if any, on any Bonds shall be deemed to be Defeased Debt within the meaning of the Master Ordinance, except to the extent provided in subsections (c) and (e) of this Section, when payment of the principal of such Bonds, plus interest thereon to the due date or dates (whether such due date or dates be by reason of maturity, upon redemption, or otherwise)

either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption or the establishment of irrevocable provisions for the giving of such notice) or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar for such Bonds 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 for such Bonds or an eligible trust company or commercial bank for the payment of its services until all Defeased Debt shall have become due and payable or (3) any combination of (1) and (2). At such time as Bonds shall be deemed to be a Defeased Debt hereunder, as aforesaid, such Bonds and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of the Security as provided in the Master Ordinance and this Fifth Supplement, and such principal and interest shall be payable solely from such money or Defeasance Securities.

(b) Investments. The deposit under clause (ii) of subsection (a) of this Section shall be deemed a payment of Bonds as aforesaid when proper notice of redemption of such Bonds shall have been given or upon the establishment of irrevocable provisions for the giving of such notice, in accordance with the Master Ordinance and this Fifth Supplement. Any money so deposited with the Paying Agent/Registrar for such Bonds 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 for such Bonds or an eligible trust company or commercial bank pursuant to this Section which is not required for the payment of such Bonds and premium, if any, and interest thereon with respect to which such money has been so deposited, shall be remitted to the City for deposit to the System Account.

(c) Continuing Duty of Paying Agent and Registrar. Notwithstanding any provision of any other Section of this Fifth Supplement 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 Bonds and premium, if any, and interest thereon, shall be applied to and used solely for the payment of the particular Bonds 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 Debt shall have become due and payable, the Paying Agent/Registrar for such Defeased Debt shall perform the services of Paying Agent/Registrar for such Defeased Debt 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 Fifth Supplement.

(d) Amendment of this Section. Notwithstanding anything elsewhere in this Fifth Supplement, if money or Defeasance Securities have been deposited or set aside with the Paying Agent/Registrar for such Bonds or an eligible trust company or commercial bank pursuant to this Section for the payment of Bonds and such Bonds 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 Bonds affected thereby.

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

Section 7.04. APPROVAL OF OFFERING DOCUMENTS, PAYING AGENT/REGISTRAR AGREEMENT AND ESCROW AGREEMENT. The City Officer is hereby authorized to approve the Preliminary Official Statement, the Official Statement relating to the Bonds and any addenda, supplement or amendment thereto and to deem such documents final in accordance with Rule 15c2-12. The City further approves the distribution of such Official Statement in the reoffering of the Bonds by the initial purchaser in final form, with such changes therein or additions thereto as the City Officer executing the same may deem advisable, such determination to be conclusively evidenced by his or her execution thereof.

The Paying Agent/Registrar Agreement by and between the City and the Paying Agent/Registrar ("Paying Agent Agreement") in substantially the form and substance previously approved by the City in previous transactions is hereby approved and the City Officer is hereby authorized and directed to complete, amend, modify and execute the Paying Agent Agreement as necessary.

The discharge and defeasance of Refunded Obligations shall be effectuated pursuant to the terms and provisions of an Escrow Agreement, in the form and containing the terms and provisions as shall be approved by a City Officer, including any insertions, additions, deletions, and modifications as may be necessary (a) to carry out the program designed for the City by the underwriters or purchasers, (b) to maximize the City's present value savings and/or to minimize the City's costs of refunding, (c) to comply with all applicable laws and regulations relating to the refunding of the Refunded Obligations and (d) to carry out the other intents and purposes of this Fifth Supplement; and, the City Officer is hereby authorized to execute and deliver such Escrow Agreement, on behalf of the City, in multiple counterparts.

To maximize the City's present value savings and to minimize the City's costs of refunding, the City hereby authorizes and directs that certain of the Refunded Obligations shall be called for redemption prior to maturity in the amounts, at the dates and at the redemption prices set forth in the Pricing Certificate, and the City Officer is hereby authorized and directed to take all necessary and appropriate action to give or cause to be given a notice of redemption to the holders or paying agent/registrars, as appropriate, of such Refunded Obligations, in the manner required by the documents authorizing the issuance of such Refunded Obligations.

The City Officer and the Escrow Agent are each hereby authorized (a) to subscribe for, agree to purchase, and purchase Defeasance Securities that are permitted investments for a defeasance escrow established to defease Refunded Obligations, and to execute any and all subscriptions,

purchase agreements, commitments, letters of authorization and other documents necessary to effectuate the foregoing, and any actions heretofore taken for such purpose are hereby ratified and approved, and (b) to authorize such contributions to the escrow fund as are provided in the Escrow Agreement.

Section 7.05. FURTHER PROCEDURES. Each Authorized Representative is hereby expressly 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 Fifth Supplement, the Bonds, the sale and delivery of the Bonds, and fixing all details in connection therewith, and the Paying Agent/Registrar Agreement. In connection with the issuance and delivery of each of the Bonds, the above-stated officers, with the advice of the City Attorney and Bond Counsel to the City, are hereby authorized to approve, subsequent to the date of the adoption of this Fifth Supplement, any amendments to the above named documents, and any technical amendments to this Fifth Supplement as permitted by Section 6.01 (v) or (vi) and an Authorized Representative is hereby authorized to execute this Fifth Supplement to evidence approval of such changes.

Section 7.06. NONPRESENTMENT OF BONDS. If any Bond shall not be presented for payment when the principal thereof becomes due, either at maturity or otherwise if moneys sufficient to pay such Bond shall have been deposited with the Paying Agent/Registrar, it shall be the duty of the Paying Agent/Registrar to hold such moneys, without liability to the City, any Owner, or any other person for interest thereon, for the benefit of the Owner of such Bond.

Any moneys so deposited with and held by the Paying Agent/Registrar due to nonpresentment of Bonds must be retained by the Paying Agent/Registrar for a period of at least two years after the final maturity date of the Bonds or advance refunding date, if applicable. Thereafter, to the extent permitted by the unclaimed property laws of the State, such amounts shall be paid by the Paying Agent/Registrar to the City, free from the trusts created by this Fifth Supplement and Owners shall be entitled to look only to the City for payment, and then only to the extent of the amount so repaid by the Paying Agent/Registrar.

Section 7.07. EFFECT OF SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS. Whenever this Fifth Supplement requires any action to be taken on a Saturday, Sunday, or legal holiday, such action shall be taken on the first business day occurring thereafter. Whenever in this Fifth Supplement the time within which any action is required to be taken or within which any right will lapse or expire shall terminate on a Saturday, Sunday, or legal holiday, such time shall continue to run until midnight on the next succeeding business day.

Section 7.08. PARTIAL INVALIDITY. If any one or more of the covenants or agreements or portions thereof provided in this Fifth Supplement on the part of the City should be determined by a court of competent jurisdiction to be contrary to law, then such covenant or covenants, or such agreement or agreements, or such portions thereof, shall be deemed severable from the remaining covenants and agreements or portions thereof provided in this Fifth Supplement and the invalidity thereof shall in no way affect the validity of the other provisions of this Fifth

Supplement or of the Bonds, but the Owners of the Bonds shall retain all the rights and benefits accorded to them hereunder and under any applicable provisions of law.

Section 7.09. 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 as determined by the City Officer at the time the Bonds are sold. The Pricing Certificate shall specify such financial information and operating data of the general type included in the final Official Statement authorized by Section 7.04 of this Fifth Supplement. Any financial statements to be so provided shall be (1) prepared in accordance with the accounting principles described in Exhibit "C" 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 Bonds:

- A. Principal and interest payment delinquencies;
- B. Non-payment related defaults, if material within the meaning of the federal securities law;
- 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 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 and tender offers;

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 law; and

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

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 Bonds within the meaning of the Rule, except that the City in any event will give notice of any deposit made in accordance with Section 7.03 of this Ordinance that causes the Bonds no longer to be outstanding.

The provisions of this Section are for the sole benefit of the holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the 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 Bonds at any future date.

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

No default by the City in observing or performing its obligations under this Section shall comprise a breach of or default under this 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 Bonds 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 Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Bonds 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 Bonds. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with paragraph (a) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The City may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds.

Section 7.10. CREDIT AGREEMENT. To the extent permitted by law, the City reserves the right to enter into Credit Agreements in connection with the Bonds, upon the written opinion of the Chief Financial Officer that such Credit Agreements are in the best interest of the City

given the market conditions at the time. The Credit Agreements will constitute a Credit Agreement as defined in the Master Ordinance. Credit Agreements and the obligations thereunder may, pursuant to their terms, constitute (i) Parity Debt secured by a pledge of the Security on parity with the Bonds and other Parity Debt, (ii) Subordinated Debt secured by a pledge of the Security subordinate to the Bonds and other Parity Debt or (iii) partially Parity Debt and partially Subordinated Debt.

Section 7.11. DEFAULT AND REMEDIES. (a) Events of Default. Each of the following occurrences or events for the purpose of this Fifth Supplement 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 Bonds 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 Bonds, including, but not limited to, their prospect or ability to be repaid in accordance with this Fifth Supplement, 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 Fifth Supplement, 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 Bonds 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 Bonds or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Fifth Supplement, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Fifth Supplement.

(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 Bond authorized under this Fifth Supplement, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Fifth Supplement 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 Fifth Supplement, or because of any Event of Default or alleged Event of Default under this Fifth Supplement.

Section 7.12. RULES OF INTERPRETATION. For purposes of this Fifth Supplement, except as otherwise expressly provided or the context otherwise requires:

(a) The words "herein," "hereof" and "hereunder" and other similar words refer to this Fifth Supplement as a whole and not to any particular Article, Section, or other subsection.

(b) The definitions in an Article are applicable whether the terms defined are used in the singular or the plural.

(c) All accounting terms that are not defined in this Fifth Supplement have the meanings assigned to them in accordance with then applicable accounting principles.

(d) Any pronouns used in this Fifth Supplement include both the singular and the plural and cover both genders.

(e) Any terms defined elsewhere in this Fifth Supplement have the meanings attributed to them where defined.

(f) The captions or headings are for convenience only and in no way define, limit or describe the scope or intent, or control or affect the meaning or construction, of any provisions or sections hereof.

(g) Any references to Section numbers are to Sections of this Fifth Supplement unless stated otherwise.

Section 7.13. INDIVIDUALS NOT LIABLE. All covenants, stipulations, obligations, and agreements of the City contained in this Fifth Supplement shall be deemed to be covenants, stipulations, obligations, and agreements of the Financing Program, the Utility System and the City to the full extent authorized or permitted by State law. No covenant, stipulation, obligation, or agreement herein contained shall be deemed to be a covenant, stipulation, obligation, or agreement of any member of the City Council or agent or employee of the City in his or her individual capacity

and neither the members of the City Council, nor any officer, employee, or agent of the City shall be liable personally on the Bonds when issued, or be subject to any personal liability or accountability by reason of the issuance thereof.

Section 7.14. PAYMENT OF ATTORNEY GENERAL FEE. The City hereby authorizes the disbursement of a fee equal to the lesser of (i) one-tenth of one percent of the principal amount of the Bonds or (ii) \$9,500, provided that such fee shall not be less than \$750, to the Attorney General of Texas Public Finance Division for payment of the examination fee charged by the State of Texas for the Attorney General's review and approval of public securities and credit agreements, as required by Section 1202.004 of the Texas Government Code. The Authorized Representative is hereby instructed to take the necessary measures to make this payment. The City is also authorized to reimburse the appropriate City funds for such payment from proceeds of the Bonds of each Series.

IN ACCORDANCE WITH SECTION 1201.028, Texas Government Code, finally passed,
approved and effective this 20th day of March, 2014.

Mayor
City of Temple, Texas

ATTEST:

City Secretary
City of Temple, Texas

APPROVED AS TO LEGALITY:

City Attorney
City of Temple, Texas

The City has caused this Fifth Supplement to be executed by an Authorized Representative.

CITY OF TEMPLE, TEXAS

By: _____
Authorized Representative

EXHIBIT A DEFINITIONS

As used in this Fifth Supplement, the following terms shall have the meanings set forth below, unless the text hereof specifically indicates otherwise:

"Accreted Value" means, with respect to a Premium Compound Interest Bond, as of any particular date of calculation, the original principal amount thereof, plus all interest accrued and compounded to the particular date of calculation, as determined in accordance with the Pricing Certificate and the Accretion Table attached as an exhibit to the Pricing Certificate relating to the respective Bonds that shows the Accreted Value per \$5,000 maturity amount on the calculation date of maturity to its maturity.

"Accretion Table" means the exhibit attached to the Pricing Certificate that sets forth the rounded original principal amounts at the Issuance Date for the Premium Compound Interest Bonds and the Accreted Values and maturity amounts thereof as of each Compounding Date until final maturity.

"Authorized Denominations" - Means \$5,000 or any integral multiple thereof.

"Authorized Representative" - Means the City Manager, Assistant City Manager, Chief Financial Officer or such other individuals so designated by the City to perform the duties of an Authorized Representative under this Fifth Supplement.

"Bonds" - The Bonds issued pursuant to and governed by this Fifth Supplement, as described in Article II hereof.

"Bond Insurer" - One or more companies, if any, insuring all or any portion of the Bonds (or any portion thereof) or any successor thereof or assignee thereof.

"Cede & Co." means the designated nominee and its successors and assigns of The Depository Trust Company, New York.

"City" and "Issuer" mean the City of Temple, Texas, and where appropriate, the City Council.

"City Officer" - Means the Director of Finance of the City, or in his or her absence, the City Manager of the City.

"Chief Financial Officer" - Means the Director of Finance or such other officer or employee of the City or such other individual so designated by the City to perform the duties of Chief Financial Officer under this Fifth Supplement.

"Compounded Amount" means, with respect to a Premium Compound Interest Bond, as of any particular date of calculation, the original principal amount thereof plus all interest accrued and compounded to the particular date of calculation.

"Compounding Dates" means the dates on which interest is compounded on the Premium Compound Interest Bonds as set forth in the Accretion Table attached to the Pricing Certificate.

"Current Interest Bonds" - The Bonds paying current interest and maturing in each of the years and in the aggregate principal amounts set forth in this Fifth Supplement.

"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 Bonds 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 Bonds, 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 Bonds.

"DTC Participant" - Securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

"Escrow Agent" means The Bank of New York Mellon Trust Company, N.A. or any successor escrow agent under the Escrow Agreement.

"Escrow Agreement" means the agreements by and between the City and the Escrow Agent relating to refunding the Refunded Obligations and the cash defeasance, respectively.

"Fiscal Year" means the twelve-month accounting period used by the City in connection with the operation of the System, currently ending on September 30 of each year, which may be any twelve consecutive month period established by the City, but in no event may the Fiscal Year be changed more than one time in any three calendar year period.

"Holder," "Holders," "Owners" or "Registered Owners" means any person or entity in whose name a Bond is registered in the Security Register, for any Parity Obligation.

"Initial Bond" means the Bonds authorized, issued, and initially delivered as provided in Section 2.06 of this Fifth Ordinance.

"Fifth Supplement" - This Fifth Supplemental Ordinance, which was adopted pursuant to authority reserved by the City under the Master Ordinance.

"Issuance Date" - The date of delivery of the Bonds to the initial purchaser(s) thereof against payment therefor.

"Master Ordinance" - The "Master Ordinance Establishing the Utility System Revenue Financing Program," adopted by the City on September 21, 2006, as may be amended or supplemented from time to time.

"Maturity" - When used with respect to the Bonds, the scheduled maturity of the Bonds.

"MSRB" - The Municipal Securities Rulemaking Board.

"Ordinance" - Collectively, the Master Ordinance and the Fifth Supplement.

"Owner" - The registered owners of the Bonds as shown on the Security Register and to the extent set forth in a Credit Agreement relating to the Bonds, the party contracting with the City under a Credit Agreement.

"Paying Agent" - The agent selected and appointed by the City for purposes of paying the principal of, premium, if any, and interest on the Bonds to the Owners thereof, as identified in Section 2.03 hereof and any successor to such agent.

"Paying Agent/Registrar" - Collectively, the Paying Agent and the Registrar designated in Section 2.03 of this Fifth Supplement or any successor to such agent.

"Paying Agent/Registrar Agreement" - The agreement having such name executed by and between the City and the Paying Agent/Registrar.

"Predecessor Bonds" - Predecessor Bonds as defined in Section 2.05(a) hereof.

"Premium Compound Interest Bonds" means the Bonds on which no interest is paid prior to maturity, maturing in various amounts and in the aggregate principal amount as set forth in the Pricing Certificate.

"Pricing Certificate" - The pricing certificate to be executed and delivered by the City Officer pursuant to Section 2.02 of this Fifth Supplement relating to the Bonds.

"Rebate Account" - The account by that name described in Section 4.02 hereof.

"Record Date" - With respect to each interest payment date of a Bond, the 15th day of the next preceding month.

"Refundable Obligations" means all or a portion of the City's outstanding ad valorem tax obligations and waterworks and sewer utility system revenue obligations.

"Refunded Obligations" means those Refundable Obligations designated by the City Officer in the Pricing Certificate to be refunded.

"Reserve Account" - The account that was described in Section 4.03 hereof.

"Reserve Account Obligation" - Means a surety bond or insurance policy deposited in the Reserve Account to satisfy the Required Reserve Amount whereby the issuer is obligated to provide funds up to and including the maximum amount and under the conditions specified in such agreement or instrument.

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

"SEC" - The United States Securities and Exchange City.

"Section" - Unless the context clearly requires otherwise, refers to a Section of this Fifth Supplement.

"Security Register" - The books and records kept and maintained by the Registrar relating to the registration, transfer, exchange, and payment of the Bonds and the interest thereon.

"Series" means a separate series of Bonds as specified by or pursuant to the terms of this Fifth Supplement.

EXHIBIT B

FORM OF BONDS

**UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF BELL
CITY OF TEMPLE, TEXAS
UTILITY SYSTEM REVENUE REFUNDING BONDS,
SERIES 20__***

No. R-_____ **\$_____**

BOND **INTEREST** **MATURITY**
DATE: **RATE:** **DATE:** **CUSIP:**

REGISTERED OWNER:

PRINCIPAL AMOUNT: **DOLLARS**

The City of Temple, Texas (the "City") hereby promises to pay, solely from the sources hereinafter identified and as hereinafter stated, to the Registered Owner named above, or the registered assigns thereof, the Principal Amount specified above on the Maturity Date specified above and to pay interest on the unpaid principal amount hereof from the Bond Date specified above at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on _____* and _____* of each year, commencing _____. Principal of this Bond shall be payable to the Registered Owner hereof, upon presentation and surrender, at the designated office of the Paying Agent/Registrar named in the registration certificate appearing hereon, or its successor. Interest shall be payable to the Registered Owner of this Bond whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date," which is the _____* day of the preceding month. All payments of principal of, premium, if any, and interest on this Bond shall be payable in lawful money of the United States of America, without exchange or collection charges, and interest payments shall be made by the Paying Agent/Registrar by check sent on or before the appropriate date of payment, by United States mail, first-class postage prepaid, to the Registered Owner hereof at the address appearing in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner hereof.

This Bond is one of a duly authorized issue of bonds designated as "City of Temple, Texas Utility System Revenue Refunding Bonds, Series 20__*" (the "Bonds"), in the aggregate principal

*As provided in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.

amount of \$_____ * issued pursuant to the laws of the State of Texas, including specifically the Chapter 1502, Texas Government Code, as amended (the "Act"), and initially under and pursuant to an ordinance of the City adopted on March 20, 2014, and entitled Fifth Supplemental Ordinance to the Master Ordinance establishing the City of Temple, Texas Utility System Revenue Financing Program (the "Fifth Supplement") for the purpose of (i) refunding the Refunded Obligations and (ii) paying the costs of issuing the Bonds. The Bonds are secured by a first lien on and pledge of the Security as defined in the Master Ordinance adopted on September 21, 2006 (the "Master Ordinance"), on a parity with all other Parity Debt (as defined in the Master Ordinance and the Fifth Supplement).

The Master Ordinance, as supplemented by the Fifth Supplement, is referred to in this Bond as the "Ordinance." Terms used herein and not otherwise defined shall have the meanings given in the Ordinance.

The Bonds are issued as "Current Interest Bonds," which total in principal amount \$_____, and which pay accrued interest at stated intervals to the Registered Owners.

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

NO. PC-

**MATURITY
AMOUNT**
\$_____

INTEREST RATE

ISSUANCE DATE

DATE OF BOND

CUSIP NO.

REGISTERED OWNER:

MATURITY AMOUNT:

The City of Temple, Texas (the "City"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "Registered Owner") the Maturity Amount set forth above, representing the principal amount hereof and accrued and compounded interest hereon. Interest shall accrue on the principal amount hereof from the Issuance Date at the interest rate per annum specified above, calculated on the basis of a 360 day year comprised of twelve 30 day months, compounded semiannually on _____* and _____* of each year commencing _____. For convenience of reference a table of the "Accreted Value" per \$5,000 Maturity Amount is printed on the reverse side of this Bond. The term "Accreted Value" as set forth in the table on the reverse side hereof shall mean the original principal amount plus initial premium per

*As provided in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.

\$5,000 Maturity Amount compounded semiannually on _____* and _____* at the yield shown on such table.

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

[FORM OF REMAINDER OF EACH BOND]

Redemption Provisions

[Redemption provisions as provided in the Pricing Certificate.*]

At least 30 days prior to the date fixed for any redemption of Bonds or portions thereof prior to maturity, a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, at least 30 days prior to the date fixed for any such redemption to the Registered Owner of each Bond to be redeemed at its address as it appeared on the Registration Books maintained by the Paying Agent/Registrar on the day such notice of redemption is mailed. By the date fixed for any such redemption, due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Bonds or portions thereof which are to be so redeemed. If such written notice of redemption is mailed and if due provision for such payment is made, all as provided above, the Bonds or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the Registered Owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Bond shall be redeemed a substitute Bond or Bonds having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000, at the written request of the Registered Owner, and in an aggregate principal amount equal to the unredeemed

* As provided in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.

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 Ordinance.

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

Notice of redemption shall be given at the times and in the manner provided in the Fifth Supplement.

If this Bond is in a denomination in excess of \$5,000, portions of the principal sum hereof in principal amount of \$5,000 or any integral multiple thereof may be redeemed, and, if less than all of the principal sum hereof is to be redeemed, there shall be issued, without charge therefor, to the Registered Owner hereof, upon the surrender of this Bond at the principal office of the Paying Agent/Registrar, a new Bond or Bonds of like maturity, series and interest rate in any Authorized Denominations provided by the Resolution for the then unredeemed balance of the principal amount hereof. If this Bond is selected for redemption, in whole or in part, neither the City nor the Paying Agent/Registrar shall be required to transfer this Bond to an assignee of the Registered Owner within forty-five (45) days of the redemption date therefor; provided, however, such limitation on transferability shall not be applicable to any exchange by the Registered Owner of the unredeemed balance hereof in the event of its redemption in part.

The Bonds are special obligations of the City payable solely from and equally secured by a lien on and pledge of the Security. The Bonds do not constitute a legal or equitable pledge, charge, lien, or encumbrance upon any property of the City, except with respect to the Security.

The pledge of the Security and the other obligations of the City under the Ordinance may be discharged at or prior to the maturity of the Bonds upon the making of provision for their payment on the terms and conditions set forth in the Ordinance.

Subject to satisfying the terms and conditions stated in the Ordinance, the City has reserved the right to issue additional Parity Debt payable solely from and equally and ratably secured by a parity lien on and pledge of the Security and other moneys and securities pledged under the Ordinance to the payment of the Bonds.

Reference is hereby made to the Ordinance, a copy of which is on file in the designated office of the Paying Agent/Registrar, and to all of the provisions of which any Registered Owner of this Bond by his acceptance hereof hereby assents, for definitions of terms; the description of and the

nature and extent of the security for the Bonds; the Security; the nature and extent and manner of enforcement of the pledge; the terms and conditions for the issuance of additional Parity Debt; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Registered Owners of the Bonds; the rights and remedies of the Registered Owner hereof with respect hereto and thereto; the rights, duties and obligations of the City; the terms and provisions upon which the liens, pledges, charges, and covenants made therein may be discharged at or prior to the maturity or redemption of this Bond and this Bond thereafter no longer to be secured by the Ordinance or be deemed to be outstanding thereunder; and for the other terms and provisions thereof.

This Bond, subject to certain limitations contained in the Ordinance, may be transferred only upon its presentation and surrender at the designated office of the Paying Agent/Registrar named below, or its successor with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the Registered Owner hereof, or his duly authorized agent, and such transfer is noted on the Security Register by the Paying Agent/Registrar. When a transfer occurs, one or more new fully-registered Bonds of the same Maturity, of Authorized Denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued to the designated transferee or transferees.

The City and the Paying Agent/Registrar, and any agent of either, shall treat the Registered Owner whose name appears on the Security Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Bond as the owner entitled to payment of principal hereof at its Maturity or its redemption, in whole or in part, and (iii) on any other date as the owner for all other purposes, and neither the City nor the Paying Agent/Registrar, nor any agent of either, shall be affected by notice to the contrary. In the event of nonpayment of interest on a scheduled payment date and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five 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 Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, recited, represented, and declared that the City is a duly organized and legally existing home-rule city, organized under and by virtue of the Constitution and laws of the State of Texas; that the issuance of this Bond and the series of which it is a part are duly authorized by law; that all acts, conditions, and things required to exist and be done precedent to and in the issuance of this Bond to render the same lawful and valid have been properly done, have happened, and have been performed in regular and due time, form, and manner as required by the Constitution and laws of the State of Texas and the Ordinance; that this series of bonds does not exceed any Constitutional or statutory limitation; and that due provision has been made for the payment of this Bond and the Series of which it is a part as aforestated. In case any provision in this Bond 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. The terms and provisions of this Bond and the Ordinance shall be construed in accordance with and shall be governed by the laws of

the State of Texas. The holder of this Bond is not entitled to demand payment of this Bond out of any money raised by taxation.

IN TESTIMONY WHEREOF, the City has caused its seal to be impressed or a facsimile thereof to be printed hereon and this Bond to be executed in the name of and on behalf of the City with the manual or facsimile signatures of its Mayor, and attested by the City Secretary.

CITY OF TEMPLE, TEXAS

By: _____
City Secretary

By: _____
Mayor

(SEAL)

[INSERTIONS FOR THE INITIAL BOND]

The Initial Bond shall be in the form set forth in this exhibit, except that:

- A. Immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below", and the heading "CUSIP NO." shall be deleted.
- B. The first paragraph of the Bond shall be deleted and the following will be inserted (with all blanks and bracketed items to be completed with information contained in the Pricing Certificate):

"The City of Temple, Texas (the "City") hereby promises to pay, solely from the sources hereinafter identified and as hereinafter stated, to the Registered Owner named above, or the registered assigns thereof, on _____* in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

Amount	Year	Rate
--------	------	------

(Information from the Pricing Certificate to be inserted)

The City promises to pay interest on the unpaid principal amount hereof from the Bond Date specified above at the respective per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on _____* and _____* of each year, commencing _____. Principal of this Bond shall be payable to the Registered Owner hereof, upon presentation and surrender, at the principal office of the Paying Agent/Registrar named in the registration certificate appearing hereon, or its successor. Interest

*As provided in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.

shall be payable to the Registered Owner of this Bond whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date," which is the _____* day of the next preceding month. All payments of principal of, premium, if any, and interest on this Bond shall be payable in lawful money of the United States of America, without exchange or collection charges, and interest payments shall be made by the Paying Agent/Registrar by check sent on or before the appropriate date of payment, by United States mail, first-class postage prepaid, to the Registered Owner hereof at the address appearing in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner hereof."

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

Form of Registration Certificate of Comptroller of Public Accounts
to Appear on Initial Bond only.

**REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS**

**OFFICE OF THE COMPTROLLER
OF PUBLIC ACCOUNTS
THE STATE OF TEXAS**

§
§
§

REGISTER NO. _____

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

WITNESS my signature and seal of office this _____.

Comptroller of Public Accounts
of the State of Texas

(SEAL)

**AUTHENTICATION CERTIFICATE OF
PAYING AGENT/REGISTRAR**

This Bond has been duly issued and registered under the provisions of the within-mentioned Ordinance; the bond or bonds of the above titled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

* As provided in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.

**THE BANK OF NEW YORK MELLON
TRUST COMPANY, NATIONAL
ASSOCIATION, as Paying Agent/Registrar**

Registered this date:

By: _____
Authorized Signature

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

DATED: _____

Signature guaranteed by:

NOTICE: The signature on this assignment
must correspond with the name of the
Registered Owner as it appears on the face
of the within Bond in every particular.

[INSURANCE LEGEND IF APPLICABLE]

EXHIBIT "C"

DESCRIPTION OF ANNUAL FINANCIAL INFORMATION

Accounting Principles

The accounting and reporting policies of the City relating to the funds and account groups will conform to generally accepted accounting principles (GAAP) as applied to governmental entities.



COUNCIL AGENDA ITEM MEMORANDUM

03/20/14
Item #6
Regular Agenda
Page 1 of 2

DEPT./DIVISION SUBMISSION & REVIEW:

Traci L. Barnard, Director of Finance

ITEM DESCRIPTION: FIRST & FINAL READING-PUBLIC HEARING- Consideration and action with respect to an Ordinance authorizing the issuance of City of Temple, Texas General Obligation Refunding Bonds; Approving an Official Statement, a Paying Agent/Registrar Agreement, a Bond Purchase Agreement and an Escrow Agreement; Establishing the procedures for selling and delivering one or more series of the bonds; and authorizing other matters relating to the bonds.

STAFF RECOMMENDATION: Adopt ordinance as presented in item description.

ITEM SUMMARY: This item is to delegate authority to the Director of Finance or in her absence, the City Manager or Mayor to determine which of the Refundable Obligations shall be refunded and finalize pricing within parameters defined in the attached ordinance in a par amount not to exceed **\$69,000,000***. This delegation of authority will allow the City to obtain the most advantageous borrowing costs in order to achieve maximum debt service savings.

Potential refunding candidates include all or a portion of the following outstanding bond issues:

- General Obligation Refunding and Improvements Bonds, Series 2005
- Utility System Revenue Bonds, Series 2006
- Combination Tax and Revenue Certificates of Obligations, Series 2006
- Combination Tax and Revenue Certificates of Obligations, Series 2008
- Utility System Revenue Bonds, Series 2008

***All bonds that are to be considered for refunding are listed. Market conditions will determine which bonds will actually be refunded on the day of pricing.**

Ratings for the bonds will be applied for with Standard & Poors. The ratings will be published prior to the pricing and sale of the bonds. The date and method by which the refunded obligations will be issued, sold, and delivered will be determined to achieve the most advantageous borrowing costs for the City.

The City's Financial Advisor, Specialized Public Finance Inc., and bond council, McCall, Parkhurst & Horton, L.L.P, will be present at the meeting to review the parameters and details of the ordinance with Council.

Specialized Public Finance Inc, will return at a date to be determined to brief City Council on the sales results.

FISCAL IMPACT: Refunded Obligations will be refunded, all or a portion, in order to achieve a net present value debt service savings of not less than 3% of the principal amount of the Refunded Obligations net of any City contribution. Other parameters included in the ordinance are a maximum par amount not to exceed \$69 million and maximum maturity date of August 1, 2034.

ATTACHMENTS:
[Ordinance](#)

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

Adopted March 20, 2014

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ORDINANCE NO. _____

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

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

WHEREAS, the City of Temple, Texas (the "City") has previously issued and has outstanding several series of obligations payable from ad valorem taxes, water and sewer utility system revenues or a combination thereof; and

WHEREAS, the City Council of the City deems it advisable and in the best interest of the City to refund the Refunded Obligations, as defined in Exhibit "A" attached hereto, in order to achieve a net present value debt service savings of not less than 3% of the principal amount of the Refunded Obligations net of any City contribution with such savings, among other information and terms to be included in a pricing certificate to be executed by the Pricing Officer, all in accordance with the provisions of Chapters 1207 and 1371 of the Texas Government Code thereof; and

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

WHEREAS, Chapter 1207 further authorizes the City to enter into an escrow agreement with a paying agent for the Refunded Obligations or with a trust company or commercial bank that does not act as depository for the City with respect to the safekeeping, investment, reinvestment, administration and disposition of any such deposit, upon such terms and conditions as the City and such escrow agent may agree, provided that such deposits may be invested and reinvested in Defeasance Securities, as defined herein; and

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

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

WHEREAS, the Bonds authorized by this Ordinance are being issued and delivered pursuant to the City Charter and Chapters 1207 and 1371 of the Texas Government Code, as amended, and other applicable laws: and

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

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

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

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

Section 3. AMOUNT, NAME, PURPOSE, AND AUTHORIZATION. One or more Series of the Bonds entitled "**CITY OF TEMPLE, TEXAS GENERAL OBLIGATION REFUNDING BONDS**", are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, particularly Chapters 1207 and 1371, Texas Government Code, as amended, and the Charter of the City. The Bonds shall be issued in one or more Series in the aggregate principal amount not to exceed \$44,000,000 for the purpose of providing funds for (i) refunding the Refunded Obligations and (ii) paying the costs of issuing the Bonds.

Section 4. DATE, DENOMINATION, MATURITIES, NUMBERS, INTEREST AND REDEMPTION. (a) Initially there shall be issued, sold, and delivered hereunder fully registered bonds, without interest coupons, which may be in the form of Current Interest Bonds or Premium Compound Interest Bonds, numbered consecutively from R-1 upward, in the case of Current Interest Bonds, and from PC-1 upward, in the case of Premium Compound Interest Bonds (except the Initial Bond delivered to the Attorney General of the State of Texas which shall be numbered T-1 and TPC-1 respectively) payable to the respective initial Registered Owners thereof, or to the registered assignee or assignees of said Bonds or any portion or portions thereof, in Authorized Denominations, maturing not later than August 1, 2034, serially or otherwise on the dates, in the years and in the principal amounts, respectively, and dated, as all set forth in the Pricing Certificate to be executed and delivered by the Pricing Officer pursuant to subsection (b) of this section. The Pricing Certificate is hereby incorporated in and made a part of this Ordinance. The Bonds shall be designated by the year in which they are awarded. The authority of the Pricing Officer to execute a Pricing Certificate shall expire at 5:00 p.m. C.S.T. on March 20, 2015. Bonds priced on or before March 20, 2015 may be delivered to the initial purchaser after such date.

(b) As authorized by Chapters 1207 and 1371, Texas Government Code, as amended, the Pricing Officer is hereby authorized to act on behalf of the City in selling and delivering one or more Series of the Bonds, determining which of the Refundable Obligations shall be refunded and constitute one or more Series of Refunded Obligations under this Ordinance and carrying out the other procedures specified in this Ordinance, including determining the date of the Bonds, any additional or different designation or title by which a Series of the Bonds shall be known, the price at which each Series of the Bonds will be sold, the years in which the Bonds will mature, the principal amount to mature in each of such years, the aggregate principal amount of Current Interest Bonds and Premium Compound Interest Bonds, the rate or rates of interest to be borne by each such maturity, the interest payment periods, the dates, price, and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the City, as well as any mandatory sinking fund redemption provisions, and all other matters relating to the issuance, sale, and delivery of the Bonds and the refunding of the Refunded Obligations, all of which shall be specified in the Pricing Certificate; provided that (i) the price to be paid for each Series of the Bonds shall not be less than 90% of the aggregate original principal amount thereof plus accrued interest thereon from its date to its delivery, (ii) none of the Bonds of a Series shall bear interest at a rate, or yield in the case of Premium Compound Interest Bonds, greater than the maximum authorized by law, (iii) the refunding must produce a net present value debt service savings of at least 3% of the principal amount of the Refunded Obligations, net of any City contribution and (iv) each Series of the Bonds shall be rated by a nationally recognized rating agency in one of the four highest rating categories. In establishing the aggregate principal amount of the Bonds, the Pricing Officer shall establish an amount not to exceed the amount authorized in Section 3, which shall be sufficient to provide for the purposes for which the Bonds are authorized and to pay the costs of issuing the Bonds.

(c) To achieve advantageous borrowing costs for the City, the Bonds shall be sold on a negotiated, placement or competitive basis as determined by the Pricing Officer in the Pricing Certificate. In determining whether to sell the Bonds by negotiated, placement or competitive sale, the Pricing Officer shall take into account any material disclosure issues which might exist at the time, the market conditions expected at the time of the sale and any other matters which, in the judgment of the Pricing Officer, might affect the net borrowing costs on the Bonds.

If the Pricing Officer determines that a Series of the Bonds should be sold at a competitive sale, the Pricing Officer shall cause to be prepared a notice of sale and official statement in such manner as the Pricing Officer deems appropriate, to make the notice of sale and official statement available to those institutions and firms wishing to submit a bid for the Bonds, to receive such bids, and to award the sale of the Bonds to the bidder submitting the best bid in accordance with the provisions of the notice of sale.

If the Pricing Officer determines that a Series of the Bonds should be sold by a negotiated sale or placement, the Pricing Officer shall designate the placement purchaser or the senior managing underwriter for the Bonds and such additional investment banking firms as the Pricing Officer deems appropriate to assure that the Bonds are sold on the most advantageous terms to the City. The Pricing Officer, acting for and on behalf of the City, is authorized to enter into and carry out a Bond Purchase Agreement or other agreement for the Bonds to be sold by negotiated sale or placement, with the underwriters or placement purchasers at such price, with and subject to such terms as determined by the Pricing Officer pursuant to Section 4(b) above. Each Bond Purchase

Agreement or other agreement shall be substantially in the form and substance previously approved by the City in connection with the authorization of ad valorem tax debt with such changes as are acceptable to the Pricing Officer.

In satisfaction of Section 1201.022(a)(3), Texas Government Code, the City hereby determines that the delegation of the authority to the Pricing Officer to approve the final terms and conditions of each Series of the Bonds as set forth in this Ordinance and the decisions made by the Pricing Officer pursuant to such delegated authority and incorporated in each Pricing Certificate will be, in the best interests and shall have the same force and effect as if such determination were made by the Pricing Officer and the Pricing Officer is hereby authorized to make and include in each Pricing Certificate an appropriate finding to that effect.

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

The Premium Compound Interest Bonds shall bear interest from the Issuance Date, calculated on the basis of a 360-day year composed of twelve 30-day months (subject to rounding to the Compounded Amounts thereof), compounded on the Compounding Dates as set forth in the Pricing Certificate, and payable, together with the principal amount thereof, in the manner provided in the Form of Bonds at the rates set forth in the Pricing Certificate. Attached to the Pricing Certificate, if Premium Compound Interest Bonds are to be issued, shall be the Accretion Table. The Accreted Value with respect to any date other than a Compounding Date is the amount set forth on the Accretion Table with respect to the last preceding Compounding Date, plus the portion of the difference between such amount and the amount set forth on the Accretion Table with respect to the next succeeding Compounding Date that the number of days (based on 30-day months) from such last preceding Compounding Date to the date for which such determination is being calculated bears to the total number of days (based on 30-day months) from such last preceding Compounding Date to the next succeeding Compounding Date.

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

(b) Notice of Redemption to Bondholder. The Paying Agent/Registrar shall give notice of any redemption of the Bonds by sending notice by first class United States mail, postage prepaid, not less than twenty (20) days before the date fixed for redemption, to the Bondholder at the address shown in the Register. The notice shall state among other things, the redemption date, the redemption price, the place at which the Bonds are to be surrendered for payment, and that the Bonds so called for redemption shall cease to bear interest after the redemption date. Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Bondholder receives such notice.

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

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

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

Except as provided in subsection (c) hereof, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign the Bond, and no such Bond shall be deemed to be issued or outstanding unless such Bond is so executed. The Paying Agent/Registrar promptly shall cancel all paid Bonds and Bonds surrendered for conversion and exchange. No additional ordinances, orders, or resolutions need be passed or adopted by the City Council or any other body or person so as to accomplish the foregoing conversion and exchange of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Bond in the manner prescribed herein, and the Bonds shall be of type composition printed on paper with lithographed or steel engraved borders 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 Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of the Bonds, the converted and exchanged Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bond which initially was issued and delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(b) Payment of Principal and Interest. The City hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bonds, all as provided in this Ordinance and in the Pricing Certificate. The Paying Agent/Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect to the Bonds, and of all conversions and exchanges of Bonds, and all replacements of Bonds, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) Business Days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Registered Owner appearing on the Register at the close of business on the last Business Day next preceding the date of mailing of such notice.

(c) In General. The Bonds (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bonds to be payable only to the Registered Owner, (ii) may be transferred and assigned, (iii) may be converted and exchanged for another Bond, (iv) shall have the characteristics, (v) shall be signed, sealed, executed and authenticated, (vi) shall be payable as to principal and interest and (vii) shall be administered and the Paying Agent/Registrar and the City shall have certain duties and responsibilities with respect to the Bonds, all as provided, and in the manner and to the effect as required or indicated, in the Pricing Certificate and the FORM OF BONDS set forth in this Ordinance. The Bond initially issued and delivered pursuant to this Ordinance is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Bond issued in exchange for any Bond issued under this Ordinance the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF BONDS.

(d) Substitute Paying Agent/Registrar. The City covenants with the Registered Owners of the Bonds that at all times while the Bonds are outstanding the City will provide a competent and

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

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

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC participants (the "DTC Participant") or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. Or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a Registered Owner, as shown on the Registration Books, of any notice with respect to the Bonds, or (iii) the payment to any DTC Participant or any person, other than a Registered Owner, as shown in the Registration Books of any amount with respect to principal of or interest on the Bonds. Notwithstanding any other provision of this Ordinance to the contrary, but to the extent permitted by law, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person whose name each Bond is registered in the registration Books as the absolute owner of such Bond for the purpose of payment of principal of and interest, with respect to such Bond, for the purposes of registering transfers with respect to such Bond, and for all other purposes of registering transfers with respect to such Bonds, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the respective Registered Owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully

satisfy and discharge the City's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Registration Books, shall receive a Bond evidencing the obligation of the City to make payments of principal, and interest pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the registered owner at the close of business on the Record Date the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

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

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

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

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

Section 7. FORM OF BOND. The form of the Bonds, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment, and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Bonds initially issued and delivered pursuant to this Ordinance shall be, respectively, substantially as

follows, with such appropriate variations, omissions, or insertions as are permitted or required by this Ordinance.

FORM OF BOND

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

R-	UNITED STATES OF AMERICA	PRINCIPAL
	STATE OF TEXAS	AMOUNT
	CITY OF TEMPLE, TEXAS	\$_____
	GENERAL OBLIGATION REFUNDING BOND	
	SERIES _____*	

[FORM OF FIRST PARAGRAPHS OF CURRENT INTEREST BONDS]

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>ISSUANCE DATE</u>	<u>CUSIP NO.</u>
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REGISTERED OWNER:

PRINCIPAL AMOUNT:

DOLLARS

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

* As provided in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.

depository, or its nominee or registered assigns, shall be made in accordance with existing arrangements between the Issuer and the securities depository.

THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Bond shall be paid to the Registered Owner hereof upon presentation and surrender of this Bond at maturity or upon the date fixed for its redemption prior to maturity, at the designated office for payment of The Bank of New York Mellon Trust Company, Dallas, Texas which is the "Paying Agent/Registrar" for this Bond. The payment of interest on this Bond shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each interest payment date by check, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the Ordinance authorizing the issuance of this Bond (the "Bond Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the Registered Owner hereof, at its address as it appeared on the _____* business day of the month next preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date" which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each Registered Owner appearing on the Registration Books of the Paying Agent/Registrar at the close of business on the last business day next preceding the date of mailing of such notice. Any accrued interest due upon the redemption of this Bond prior to maturity as provided herein shall be paid to the Registered Owner upon presentation and surrender of this Bond for redemption and payment at the principal office for payment of the Paying Agent/Registrar (unless the redemption date is a regularly scheduled interest payment date, in which case accrued interest on such redeemed Bonds shall be payable in the regular manner described above). The Issuer covenants with the Registered Owner of this Bond that on or before each principal payment date, interest payment date, and accrued interest payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" referred to in and maintained by the Bond Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bonds, when due. Terms used in this Bond and not otherwise defined shall have the meaning given in the Bond Ordinance.

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

* As provided in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.

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

NO. PC-

**MATURITY
AMOUNT**
\$ _____

INTEREST RATE

ISSUANCE DATE

DATE OF BOND

CUSIP NO.

REGISTERED OWNER:

MATURITY AMOUNT:

ON THE MATURITY DATE SPECIFIED ABOVE, CITY OF TEMPLE, TEXAS (the "City"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "Registered Owner") the Maturity Amount set forth above, representing the principal amount hereof and accrued and compounded interest hereon. Interest shall accrue on the principal amount hereof from the Issuance Date at the interest rate per annum specified above, calculated on the basis of a 360 day year comprised of twelve 30 day months, compounded semiannually on _____* and _____* of each year commencing _____. For convenience of reference a table of the "Accreted Value" per \$5,000 Maturity Amount is printed on the reverse side of this Bond. The term "Accreted Value" as set forth in the table on the reverse side hereof shall mean the original principal amount plus initial premium per \$5,000 Maturity Amount compounded semiannually on _____* and _____* at the yield shown on such table.

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

* As provided in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.

securities depository, or its nominee or registered assigns, shall be made in accordance with existing arrangements between the City and the securities depository.

[FORM OF REMAINDER OF EACH BOND]

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

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

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

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

Term Bonds Maturing _____, 20____*	
Redemption Date	Principal Amount
_____, 20____	\$
_____, 20____†	\$ †

†Final Maturity

* As provided in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.

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

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

AT LEAST 30 days prior to the date fixed for any redemption of Bonds or portions thereof prior to maturity, a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, to the Registered Owner of each Bond to be redeemed at its address as it appeared on the Registration Books maintained by the Paying Agent/Registrar on the day such notice of redemption is mailed. By the date fixed for any such redemption, due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Bonds or portions thereof which are to be so redeemed. If such written notice of redemption is mailed and if due provision for such payment is made, all as provided above, the Bonds or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the Registered Owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Bond shall be redeemed a substitute Bond or Bonds having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000, at the written request of the Registered Owner, and in an aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Registered Owner upon the surrender thereof for cancellation, at the expense of the Issuer, all as provided in the Bond Ordinance.

ALL BONDS OF THIS SERIES are issuable solely as fully registered Bonds, without interest coupons, in the denomination of any integral multiple of \$5,000 (an "Authorized Denomination"). As provided in the Bond Ordinance, this Bond, or any unredeemed portion hereof, may, at the request of the Registered Owner or the assignee or assignees hereof, be assigned, transferred and exchanged for a like aggregate principal amount of fully registered Bonds, without interest coupons, payable to the appropriate Registered Owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of \$5,000 as requested in writing by the appropriate Registered Owner, assignee or assignees, as the case may be, upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Bond Ordinance. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond or any portion or portions hereof in any integral multiple of \$5,000 to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Bond may be executed by the Registered Owner to evidence

the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Bond or any portion or portions hereof from time to time by the Registered Owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for transferring and exchanging any Bond or portion thereof shall be paid by the City, but any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer or exchange as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer or exchange (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or, (ii) with respect to any Bond or any portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date; provided, however, such limitation of transfer shall not be applicable to an exchange by the Registered Owner of an unredeemed balance of a Bond called for redemption in part.

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

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

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

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

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

City Secretary, City of Temple, Texas

Mayor, City of Temple, Texas

(CITY SEAL)

**FORM OF REGISTRATION CERTIFICATE
OF THE COMPTROLLER OF PUBLIC ACCOUNTS:**

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

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

Witness my signature and seal this _____.

(COMPTROLLER'S SEAL)

Comptroller of Public Accounts
of the State of Texas

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

*(To be executed if this Bond is not accompanied by an executed Registration
Certificate of the Comptroller of Public Accounts of the State of Texas)*

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

Dated: _____.

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

Dallas, Texas

Paying Agent/Registrar

By _____
Authorized Representative

FORM OF ASSIGNMENT:

ASSIGNMENT

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

/_____/_____
(Assignee's Social Security or
Taxpayer Identification Number)

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

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

Dated: _____

Signature Guaranteed:

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

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

INSERTIONS FOR THE INITIAL BONDS

(i) The initial Current Interest Bond shall be in the form set forth in this FORM OF BOND,
except that:

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

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

"ON THE MATURITY DATE SPECIFIED ABOVE, the City of Temple, Texas (the
"Issuer"), being a political subdivision, hereby promises to pay to the Registered Owner specified
above, or registered assigns (hereinafter called the "Registered Owner"), on _____* in each of

*As provided in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.

the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

<u>Principal Amount</u>	<u>Maturity Date</u>	<u>Interest Rate</u>
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(Information for the Current Interest Bonds from the Pricing Certificate to be inserted)

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

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

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

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

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

"THE CITY OF 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 Payment at Maturity on _____* in each of the years and in installments of the respective Maturity Amounts set forth in the following schedule:

<u>Maturity Amounts</u>	<u>Maturity Date</u>	<u>Interest Rate</u>
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(Information for the Premium Compound Interest Bonds from the Pricing Certificate to be inserted)

* As provided in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.

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

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

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

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

become due and payable or (3) any combination of (1) and (2). At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities.

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

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

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

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

Section 10. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BONDS. (a) Replacement Bonds. In the event any outstanding Bond is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a

new Bond of the same principal amount, maturity, and interest rate, as the damaged, mutilated, lost, stolen, or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

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

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

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

(e) Authority for Issuing Replacement Bonds. In accordance with Subchapter D of Texas Government Code, Chapter 1201, this Section of this Ordinance shall constitute authority for the issuance of any such replacement Bond without necessity of further action by the governing body of the City or any other body or person, and the duty of the replacement of such Bonds is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Bonds in the form and manner and with the effect, as provided in Section 6(a) of this Ordinance for Bonds issued in conversion and exchange for other Bonds.

Section 11. CUSTODY, APPROVAL, AND REGISTRATION OF BOND; BOND COUNSEL'S OPINION. The Pricing Officer is hereby authorized to have control of the initial Bonds issued and delivered hereunder and all necessary records and proceedings pertaining to the Bond pending its delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Bond the Comptroller of Public Accounts (or a deputy designated in writing to act for the Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Bond, and the seal of the Comptroller shall be impressed, or placed in

facsimile, on such Certificate. The approving legal opinion of the City's Bond Counsel may, at the option of the City, be printed on the Bond issued and delivered under this Ordinance, but it shall have no legal effect, and shall be solely for the convenience and information of the Registered Owner of the Bonds.

Section 12. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE BOND. (a) Covenants. The City covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Bonds as 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 use all of the proceeds of the Bonds for the payment of principal, interest and redemption premium on the Refunded Obligations.

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

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

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

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

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

(7) to refrain from using any portion of the proceeds of the Bonds, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a

materially higher yield over the term of the Bonds, other than investment property acquired with --

(A) proceeds of the Bonds invested for a reasonable temporary period of 3 years or less or, in the case of a current refunding bonds, for a period of 90 days and in the case of an advance refunding bonds, for a period of 30 days,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

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

(8) to otherwise restrict the use of the proceeds of the Bonds or amounts treated as proceeds of the Bonds, as may be necessary, so that the Bonds 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

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Bonds) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Bonds 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 bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. The City understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the Refunded Obligations not expended prior to the date of issuance of the Bonds. It is the understanding of the City that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Bonds, the City will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Bonds, the City agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In furtherance

of such intention, the City hereby authorizes and directs the City Manager or the 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 Bonds. This Ordinance is intended to satisfy the official intent requirements set forth in Section 1.150-2 of the Treasury Regulations.

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

Section 13. APPROVAL OF OFFERING DOCUMENTS, PAYING AGENT/REGISTRAR AGREEMENT AND ESCROW AGREEMENT. The Pricing Officer is hereby authorized to approve the Preliminary Official Statement, the Official Statement relating to the Bonds and any addenda, supplement or amendment thereto and to deem such documents final in accordance with Rule 15c2-12. The City further approves the distribution of such Official Statement in the reoffering of the Bonds by the underwriter(s) in final form, with such changes therein or additions thereto as the Pricing Officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof.

The Paying Agent/Registrar Agreement by and between the City and the Paying Agent/Registrar ("Paying Agent Agreement") in substantially the form and substance previously approved by the City in previous transactions is hereby approved and the Pricing Officer is hereby authorized and directed to complete, amend, modify and execute the Paying Agent Agreement as necessary.

The discharge and defeasance of Refunded Obligations shall be effectuated pursuant to the terms and provisions of an Escrow Agreement, in the form and containing the terms and provisions as shall be approved by a Pricing Officer, including any insertions, additions, deletions, and modifications as may be necessary (a) to carry out the program designed for the City by the underwriters or purchasers, (b) to maximize the City's present value savings and/or to minimize the City's costs of refunding, (c) to comply with all applicable laws and regulations relating to the refunding of the Refunded Obligations and (d) to carry out the other intents and purposes of this Ordinance; and, the Pricing Officer is hereby authorized to execute and deliver such Escrow Agreement, on behalf of the City, in multiple counterparts.

To maximize the City's present value savings and to minimize the City's costs of refunding, the City hereby authorizes and directs that certain of the Refunded Obligations shall be called for redemption prior to maturity in the amounts, at the dates and at the redemption prices set forth in the Pricing Certificate, and the Pricing Officer is hereby authorized and directed to take all necessary

and appropriate action to give or cause to be given a notice of redemption to the holders or paying agent/registrars, as appropriate, of such Refunded Obligations, in the manner required by the documents authorizing the issuance of such Refunded Obligations.

The Pricing Officer and the Escrow Agent are each hereby authorized (a) to subscribe for, agree to purchase, and purchase Defeasance Securities that are permitted investments for a defeasance escrow established to defease Refunded Obligations, and to execute any and all subscriptions, purchase agreements, commitments, letters of authorization and other documents necessary to effectuate the foregoing, and any actions heretofore taken for such purpose are hereby ratified and approved, and (b) to authorize such contributions to the escrow fund as are provided in the Escrow Agreement.

Section 14. APPROVAL OF OFFICIAL STATEMENT. The Pricing Officer is hereby authorized to approve the Preliminary Official Statement and the Official Statement relating to the Bonds and any addenda, supplement or amendment thereto, and to deem such documents final in accordance with Rule 15c2-12. The City further approves the distribution of such Official Statement in the reoffering of the Bonds with such changes therein or additions thereto as the Pricing Officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof.

Section 15. INSURANCE PROVISIONS. In connection with the sale of one or more Series of the Bonds, the City may obtain municipal bond insurance policies from one or more recognized municipal bond insurance organizations (the "Bond Insurer" or "Bond Insurers") to guarantee the full and complete payment required to be made by or on behalf of the City on the Bonds. The Pricing Officer is hereby authorized to sign a commitment letter or insurance agreement with the Bond Insurer or Bond Insurers and to pay the premium for the bond insurance policies at the time of the delivery of the Bonds to the underwriter out of the proceeds of sale of the Bonds or from other available funds and to execute such other documents and certificates as necessary in connection with the bond insurance policies as the Pricing Officer may deem appropriate. Printing on the Bonds covered by the bond insurance policies a statement describing such insurance, in form and substance satisfactory to the Bond Insurer and the Pricing Officer, is hereby approved and authorized. The Pricing Certificate may contain provisions related to the bond insurance policies, including payment provisions thereunder, and the rights of the Bond Insurer or Insurers, and any such provisions shall be read and interpreted as an integral part of this Ordinance.

Section 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, as designated by the Pricing Officer in the Pricing Certificate. 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 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 and tender offers;
- 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 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 Bonds within the meaning of the Rule, except that the City in any event will give notice of any deposit made in accordance with Section 9 of this Ordinance that causes the Bonds no longer to be outstanding.

The provisions of this Section are for the sole benefit of the holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the 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 Bonds at any future date.

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

No default by the City in observing or performing its obligations under this Section shall comprise a breach of or default under this 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 Bonds 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 Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Bonds 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 Bonds. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with paragraph (a) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The City may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds.

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 the Registered Owner, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance in order to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the holders, (ii) grant additional rights or security for the benefit of the holders, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the holders, (v) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (iv) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be inconsistent with the provisions of this Ordinance and that shall not in the opinion of the City's Bond Counsel materially adversely affect the interests of the holders.

(b) Except as provided in paragraph (a) above, the Registered Owner shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the City; provided, however, that without the consent of the Registered Owner, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in the Bond so as to:

- (1) Make any change in the maturity of the Bond;
- (2) Reduce the rate of interest borne by the Bond;
- (3) Reduce the amount of the principal of, or redemption premium, if any, payable on the Bond;
- (4) Modify the terms of payment of principal or of interest or redemption premium on the Bond or impose any condition with respect to such payment; or
- (5) Change the requirement with respect to Registered Owner consent to such amendment.

(c) If at any time the City shall desire to amend this Ordinance under this Section, the City shall send by U.S. mail to the Registered Owner a copy of the proposed amendment.

(d) Whenever at any time within one year from the date of publication of such notice the City shall receive an instrument or instruments executed by the Registered Owner, which instrument or instruments shall refer to the proposed amendment and that shall specifically consent to and approve such amendment, the City may adopt the amendment in substantially the same form.

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

(f) Any consent given by the Registered Owner of a Bond pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of such consent, and shall be conclusive and binding upon all future holders of the same Bond during such period. Such consent may be revoked at any time after six months from the date of consent by the Registered Owner who gave such consent, or by a successor in title, by filing notice with the City.

For the purposes of establishing ownership of the Bonds, the City shall rely solely upon the registration of the ownership of such Bonds on the Register kept by the Paying Agent/Registrar.

Section 18. REMEDIES IN EVENT OF DEFAULT. In addition to all the rights and remedies provided by the laws of the State of Texas, it is specifically covenanted and agreed particularly that in the event the City (i) defaults in the payment of the principal, premium, if any, or interest on the Bonds, (ii) declares bankruptcy, or (iii) defaults in the observance or performance of any other of the covenant, agreement or obligation of the City, the failure to perform which materially adversely affects the rights of the owner, including but not limited to, their prospect or ability to be repaid in accordance with this Section and the continuation thereof for a period of 60 days after notice of such default is given by any owner to the City, the following remedies shall be available:

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

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

Section 19. NO RECOURSE AGAINST CITY OFFICIALS. No recourse shall be had for the payment of principal of or interest on the Bonds or for any claim based thereon or on this Ordinance against any official of the City or any person executing any Bond.

Section 20. FURTHER ACTIONS. The Mayor, the City Manager, the Director of Finance and all other officers and employees of the City are hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the City all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance and the Bonds. In addition, prior to the initial delivery of the Bonds, the Mayor, the City Manager, the Director of Finance and Bond Counsel are hereby authorized and directed to approve any changes or corrections to this Ordinance or to any of the instruments authorized and approved by this Ordinance necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance, (ii) obtain a rating from any of the national bond rating agencies or satisfy requirements of any bond insurer, or (iii) obtain the approval of the Bond by the Texas Attorney General's office.

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

There is hereby appropriated from funds of the City lawfully available for such purpose a sum sufficient to pay the interest and principal to become due with respect to the Obligations prior to collection of taxes for such purpose.

Section 21. PERFECTION. Chapter 1208, Government Code, applies to the issuance of the Bond and the pledge of ad valorem taxes granted by the City under Section 8 of this Ordinance, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Bond is outstanding and unpaid such that the pledge of ad valorem taxes granted by the City under Section 8 of this Ordinance is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the Registered Owner of the Bonds the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

Section 22. INTERPRETATIONS. All terms defined herein and all pronouns used in this Ordinance shall be deemed to apply equally to singular and plural and to all genders. The titles and headings of the articles and sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof. This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Bonds and the validity of the lien on and pledge to secure the payment of the Bonds.

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

Section 24. INTERESTED PARTIES. Nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the City and the Registered Owner of the Bonds, any right, remedy or claim under or by reason of this Ordinance or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Ordinance contained by and on behalf of the City shall be for the sole and exclusive benefit of the City and the Registered Owner of the Bonds.

Section 25. SEVERABILITY. The provisions of this Ordinance are severable; and in case any one or more of the provisions of this Ordinance or the application thereof to any person or circumstance should be held to be invalid, unconstitutional, or ineffective as to any person or circumstance, the remainder of this Ordinance nevertheless shall be valid, and the application of any such invalid provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby.

Section 26. FUNDS AND ACCOUNTS. Notwithstanding anything in this Ordinance to the contrary any funds or accounts created by this Ordinance, other than the escrow funds, may be subaccounts of the City's funds held by the City's depository, and, as such, not held in separate bank accounts, such treatment shall not constitute commingling of the monies in such funds or of funds and the City shall keep full and complete records indicating the monies and investment credited to each such fund.

Section 27. CREDIT AGREEMENT. To the extent permitted by law, the City reserves the right under Chapter 1371 of the Texas Government Code to enter into Credit Agreements in connection with the Bonds, upon the written opinion of the City's Finance Director that such Credit Agreements are in the best interest of the City given the market conditions at the time. The Credit Agreements will constitute a Credit Agreement as defined in Chapter 1371 of the Texas Government Code. Any such Credit Agreements must be reviewed and approved by the Attorney General of the State of Texas.

Section 28. REPEALER. All orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 29. EFFECTIVE DATE. This Ordinance shall become effective upon the final passage of this Ordinance in accordance with Section 1201.028, Texas Government Code, as amended.

Section 30. PAYMENT OF ATTORNEY GENERAL FEE. The City hereby authorizes the disbursement of a fee equal or lesser of (i) one-tenth of one percent of the principal amount of the Bonds or (ii) \$9,500, provided that such fee shall not be less than \$750, to the Attorney General of Texas Public Finance Division for payment of the examination fee charged by the State of Texas for the Attorney General's review and approval of public securities and credit agreements, as required by Section 1202.004 of the Texas Government Code. The appropriate member of the City's staff is hereby instructed to take the necessary measures to make this payment. The City is also authorized to reimburse the appropriate City funds for such payment from proceeds of the Bonds.

[Execution Page Follows]

IN ACCORDANCE WITH SECTION 1201.028, Texas Government Code, finally passed, approved and effective on this 20th day of March, 2014.

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

[Ordinance Signature Page]

EXHIBIT "A"

DEFINITIONS

As used in this Ordinance, the following terms and expressions shall have the meanings set forth below, unless the text hereof specifically indicates otherwise:

"*Accountant*" means an independent certified public accountant or accountants or a firm of an independent certified public accountants, in either case, with demonstrated expertise and competence in public accountancy.

"*Accreted Value*" means, with respect to a Premium Compound Interest Bond, as of any particular date of calculation, the original principal amount thereof, plus all interest accrued and compounded to the particular date of calculation, as determined in accordance with the Pricing Certificate and the Accretion Table attached as an exhibit to the Pricing Certificate relating to the respective Bonds that shows the Accreted Value per \$5,000 maturity amount on the calculation date of maturity to its maturity.

"*Accretion Table*" means the exhibit attached to the Pricing Certificate that sets forth the rounded original principal amounts at the Issuance Date for the Premium Compound Interest Bonds and the Accreted Values and maturity amounts thereof as of each Compounding Date until final maturity.

"*Authorized Denominations*" means the denomination of \$5,000 or any integral multiple thereof with respect to the Current Interest Bonds and in the denomination of \$5,000 in maturity amount or any integral multiple thereof with respect to the Premium Compound Interest Bonds.

"*Bond Insurer*" or "*Insurer*" means the provider of a municipal bond insurance policy for the Bonds as determined by the Pricing Officer in the Pricing Certificate or any other entity that insures or guarantees the payment of principal and interest on any Bonds.

"*Bonds*" means one or more Series of the "City of Temple, Texas General Obligation Refunding Bonds."

"*Book-Entry-Only System*" means the book-entry system of bond registration provided in Section 6, or any successor system of book-entry registration.

"*Business Day*" means any day which is not a Saturday, Sunday or a day on which the Paying Agent/Registrar is authorized by law or executive order to remain closed.

"*Cede & Co.*" means the designated nominee and its successors and assigns of The Depository Trust Company, New York.

"*City*" and "*Issuer*" mean the City of Temple, Texas, and where appropriate, the City Council.

"*City Council*" means the governing body of the City.

"*Closing Date*" means the date of initial delivery of and payment for the Bonds.

"*Compounded Amount*" means, with respect to a Premium Compound Interest Bond, as of any particular date of calculation, the original principal amount thereof plus all interest accrued and compounded to the particular date of calculation.

"*Compounding Dates*" means the dates on which interest is compounded on the Premium Compound Interest Bonds as set forth in the Accretion Table attached to the Pricing Certificate.

"*Current Interest Bonds*" means the Bonds paying current interest and maturing in each of the years and in the aggregate principal amounts set forth in the Pricing Certificate.

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

"*Depository*" means one or more official depository banks of the City.

"*DTC*" means The Depository Trust Company, New York, New York and its successors and assigns.

"*DTC Participant*" means securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

"*Escrow Agent*" means The Bank of New York Mellon Trust Company, N.A. or any successor escrow agent under the Escrow Agreement.

"*Escrow Agreement*" means the agreements by and between the City and the Escrow Agent relating to refunding the Refunded Obligations and the cash defeasance, respectively.

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

"*Fiscal Year*" means the twelve-month accounting period used by the City in connection with the operation of the System, currently ending on September 30 of each year, which may be any twelve consecutive month period established by the City, but in no event may the Fiscal Year be changed more than one time in any three calendar year period.

"*Holder*," "*Holders*," "*Owners*" or "*Registered Owners*" means any person or entity in whose name a Bond is registered in the Security Register, for any Parity Obligation.

"*Initial Bonds*" means the Bonds authorized, issued, and initially delivered as provided in Section 4 of this Ordinance.

"*Insurance Policy*" means an insurance policy issued by any Insurer guaranteeing the scheduled principal of and interest on the Bonds when due.

"*Interest and Sinking Fund*" means the special fund maintained by the provisions of Section 8 of this Ordinance.

"*Interest Payment Date*" means a date on which interest on the Bonds is due and payable.

"*Issuance Date*" means the date of delivery of the Bonds.

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

"*Ordinance*" means this ordinance finally adopted by the City Council on March 20, 2014.

"*Outstanding*", when used with respect to Bonds, means, as of the date of determination, all Bonds theretofore delivered under this Ordinance, except:

- (1) Bonds theretofore cancelled and delivered to the City or delivered to the Paying Agent/Registrar for cancellation;
- (2) Bonds deemed paid pursuant to the provisions of Section 9 of this Ordinance;
- (3) Bonds upon transfer of or in exchange for and in lieu of which other Bonds have been authenticated and delivered pursuant to this Ordinance
- (4) Bonds under which the obligations of the City have been released, discharged or extinguished in accordance with the terms thereof.

"*Permitted Investments*" means any security or obligation or combination thereof permitted under the Public Funds Investments Act, Chapter 2256, Texas Government Code, as amended or other applicable law.

"*Premium Compound Interest Bonds*" means the Bonds on which no interest is paid prior to maturity, maturing in various amounts and in the aggregate principal amount as set forth in the Pricing Certificate.

"*Pricing Certificate*" means the Pricing Certificate of the City's Pricing Officer to be executed and delivered pursuant to Section 4 hereof in connection with the issuance of the Bonds.

"*Pricing Officer*" means the Director of Finance of the City, acting as the designated pricing officer of the City to execute the Pricing Certificate but in her absence, the City Manager may act as the designated pricing officer of the City to execute the Pricing Certificate.

"*Rating Agency*" means any nationally recognized securities rating agency which has assigned, at the request of the City, a rating to the Bonds.

"*Record Date*" means Record Date as defined in Section 7 the Form of Bonds.

"*Redemption Date*" means a date fixed for redemption of any Bond pursuant to the terms of this Ordinance.

"*Refunded Obligations*" means those Refundable Obligations designated by the Pricing Officer in the Pricing Certificate to be refunded.

"*Refundable Obligations*" means all or a portion of the City's outstanding ad valorem tax obligations and waterworks and sewer utility system revenue obligations.

"*Register*" or "*Registration Books*" means the registry system maintained on behalf of the City by the Registrar in which are listed the names and addresses of the Registered Owners and the principal amount of Bonds registered in the name of each Registered Owner.

"*Replacement Bonds*" means the Bonds authorized by the City to be issued in substitution for lost, apparently destroyed, or wrongfully taken Bonds as provided in Section 10 of this Ordinance.

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

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

"*Series*" means a separate series of Bonds as specified by or pursuant to the terms of this Ordinance.

EXHIBIT "B"

CONTINUING DISCLOSURE
DESCRIPTION OF ANNUAL FINANCIAL INFORMATION

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

Accounting Principles

The accounting principles referred to in such Section are the accounting principles described in the current notes to the financial statements used in the Official Statement.



COUNCIL AGENDA ITEM MEMORANDUM

03/20/14
Item #7(A-B)
Consent Agenda
Page 1 of 1

DEPT./DIVISION SUBMISSION & REVIEW:

Lacy Borgeson, City Secretary

ITEM DESCRIPTION: Approve Minutes:

- (A) February 20, 2014 Special Called and Regular Meeting
- (B) March 6, 2014 Special Called and Regular Meeting

STAFF RECOMMENDATION: Approve minutes as presented in item description.

ITEM SUMMARY: Copies of minutes are enclosed for Council review.

FISCAL IMPACT: N/A

ATTACHMENTS:

February 20, 2014 Special Called and Regular Meeting
March 6, 2014 Special Called and Regular Meeting



COUNCIL AGENDA ITEM MEMORANDUM

03/20/14
Item #7(C)
Consent Agenda
Page 1 of 1

DEPT. /DIVISION SUBMISSION & REVIEW:

Ken Cicora, Parks and Leisure Services Director

ITEM DESCRIPTION: Consider adopting a resolution authorizing a construction contract with Dixon Paving, Inc. of Belton for the construction of a parking lot to serve the Summit Fitness Center in the amount of \$57,023.75

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: When the Summit was expanded in 2009, parking for the facility became challenging. This proposed parking lot will provide auxiliary parking for the South Entrance of the Summit Fitness Center, which will be located directly across the road from the main parking lot of the Summit. See attached drawing.

As shown on the attached bid tabulation, on March 6, 2014 the City received five (5) bids for this parking lot project. Bids ranged from a low price of \$97,219.75 to a high price of \$250,764.10 for all phases and alternates. Based on pricing received, staff is recommending the construction of Phase I of the project, which will add a asphalt parking lot with 16 parking spaces, along with Bid Add Alternate A, which will provide for concrete curb and gutter.

Dixon Paving, Inc. submitted the lowest bid for Phase I and Add Alternate A at a cost of \$57,023.75. The Parks and Leisure Services Department has worked with Dixon Paving on projects in the past and has found them to be a very responsive and responsible contractor.

The base bid included 6-foot standard wheel stops without curbing around the parking lot. By adding alternate A to provide a concrete curb around the parking lot, these wheel stops are no longer needed. Accordingly, staff anticipates negotiating a change order with Dixon Paving to eliminate the wheel stops from the project at a cost reduction of \$1,200.00.

FISCAL IMPACT: Funding in the amount of \$57,286.02 is available in account 110-5924-519-310, project 100876, for \$36,586.02 and account 351-3500-552-6310, project 100876, for \$20,700 to fund the construction contract with Dixon Paving, Inc. in the amount of \$57,023.75.

ATTACHMENTS:

[Project Drawing](#)
[Bid Tabulation](#)
[Resolution](#)

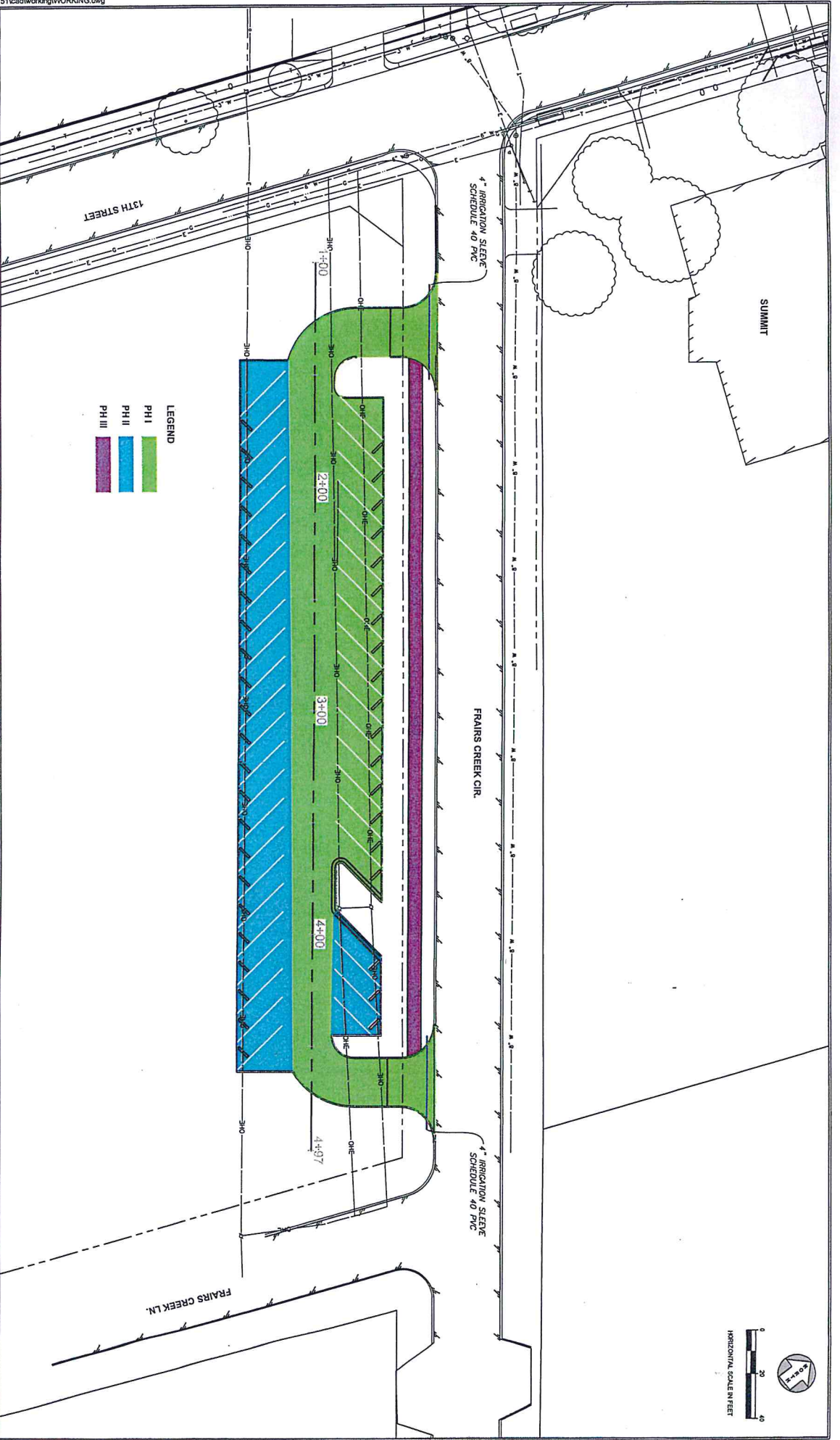
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2	1/29/14		

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KPA Firm Registration Number F-510



KPA
KASBERG, PATRICK & ASSOCIATES, LP
CONSULTING ENGINEERS
TEMPLE, TEXAS 76501

CITY OF TEMPLE, TEXAS SUMMIT PARKING LOT ADDITION PHASING	SHEET NO. G-04 OF 04
--	---------------------------------------



**Tabulation of Bids Received
on March 6, 2014 at 2:30 p.m.
Summit Fitness Center Parking Lot
Bid# 24-03-14**

	Bidders				
	Pavecon Public Works, LP Grand Prairie, TX	Macrocosm Services & Solutions LLC Richardson, TX	Dixon Paving, Inc. Belton, TX	JHL Construction Gatesville, TX	RTSchneider Const Co, LTD Belton, TX
Description					
Total - Phase I	\$124,425.60	\$159,430.60	\$54,773.75	\$67,022.25	\$78,569.00
Total - Phase I + Add Alternate A (Curb & Gutter)	\$133,016.10	\$161,185.60	\$57,023.75	\$71,297.25	\$81,944.00
Total - Phase II	\$61,012.52	\$61,157.60	\$31,146.00	\$34,285.80	\$38,453.80
Total - Phase III	\$19,141.50	\$28,420.90	\$9,050.00	\$13,670.00	\$13,575.00
Total - Phase I + Phase II	\$185,438.12	\$220,588.20	\$85,919.75	\$101,308.05	\$117,022.80
Total - Phase I + Add Alternate A + Phase II	\$194,028.62	\$222,343.20	\$88,169.75	\$105,583.05	\$120,397.80
Total - Phase I + Phase II + Phase III	\$204,579.62	\$249,009.10	\$94,969.75	\$114,978.05	\$130,597.80
Total - Phase I + Add Alternate A + Phase II + Phase III	\$213,170.12	\$250,764.10	\$97,219.75	\$119,253.05	\$133,972.80
Acknowledge Addendum	Yes	Yes	Yes	Yes	Yes
Bid Bond	Not on our form	Not on our form	5%	5%	5%
Bond Affidavit	Yes	Yes	Yes	Yes	Yes
Credit Check	Yes	Yes	Yes	Yes	Yes

Recommended for Council award

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A CONSTRUCTION CONTRACT WITH DIXON PAVING, INC., OF BELTON, TEXAS, FOR THE CONSTRUCTION OF A PARKING LOT TO SERVE THE SUMMIT FITNESS CENTER, IN THE AMOUNT OF \$57,023.75; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, in 2009, the Summit Fitness Center was expanded and parking around the facility became challenging - the proposed new parking will provide parking for the south entrance which is located directly across the road from the main parking lot;

Whereas, on March 6, 2014, five (5) bids were received for all phases and alternates of the construction of this project – based on pricing received, staff recommends the construction on phase 1 of the project, which will add an asphalt parking lot with 16 marked parking spaces along with bid Add Alternate A, which will provide for concrete curb and gutter;

Whereas, Dixon Paving, Inc. of Belton, Texas, provided the lowest bid for Phase 1 and Add Alternate A, and staff recommends accepting Dixon Paving's bid of \$57,023.75;

Whereas, Parks and Leisure Service staff has worked with Dixon Paving in the past and has found them to be a very responsible and responsive vendor;

Whereas, funds are available in Account No. 110-5924-519-6310, Project No. 100876 and Account No. 351-3500-552-6310, Project No. 100876 for this construction contract – staff anticipates negotiating a change order with Dixon Paving to eliminate the wheel stops from the project at a cost reduction of approximately \$1,200; 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 Dixon Paving, Inc., of Belton, Texas, after approval as to form by the City Attorney, for construction of a parking lot to serve the Summit Fitness Center, in the amount of \$57,023.75.

Part 2: The City Council authorizes the negotiation of a change order to eliminate the wheel stops from the project at a cost reduction of approximately \$1,200.

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 **20th** day of **March**, 2014.

THE CITY OF TEMPLE, TEXAS

DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

Lacy Borgeson
City Secretary

Kayla Landeros
Acting City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

03/20/14
Item #7(D)
Consent Agenda
Page 1 of 2

DEPT./DIVISION SUBMISSION & REVIEW:

Nicole Torralva, PE, Public Works Director
Don Bond, PE, City Engineer

ITEM DESCRIPTION: Consider adopting a resolution authorizing a construction contract with K & S Backhoe Services, Inc. of Gatesville for construction of new 6" water lines in the area of Alamo, Bowie, Crockett, Duval Courts and Erath Drive (also known as Jefferson Manor addition) in an amount not to exceed \$264,564.29.

STAFF RECOMMENDATION: Adopt a resolution as presented in item description.

ITEM SUMMARY: For several years the Public Works Utility Services Division has experienced numerous operational waterline issues in the area of Alamo, Bowie, Crockett, Duval Courts and Erath Drive (also known as Jefferson Manor addition). This area contains numerous under sized cast iron lines with lead poured joints (less than 6" in size) and an absence of valves, providing minimal fire protection to the area. The project will provide larger distribution lines and installation of valves and hydrants, substantially upgrading water service and fire protection in the area. Identified in the water distribution operation and maintenance budget, this project will result in replacing nearly 2,500 feet of 2" waterline with a new 6" waterline.

On February 25, 2014, 3 bids were received for construction of the project. Per the attached bid tabulation, K & S Backhoe Services, Inc. submitted the low bid on the project in the amount of \$264,564.29. BSP Engineers, Inc. opinion of probable construction cost was approximately \$280,000.

References were checked by BSP Engineers, Inc. and Public Works agree that K & S Backhoe Services, Inc. is qualified to complete this project. Construction time allotted for the project is 140 days.

FISCAL IMPACT: Funding in the amount of \$458,654.91 is available in account 520-5260-535-6357, project 100909, to fund the construction contract with K & S Backhoe Services, Inc. in the amount of \$264,564.29.

ATTACHMENTS:

Engineer's Letter of Recommendation
Bid Tabulation
Project Map
Resolution

Temple
15 West Central Avenue
Temple, Texas 76501
Phone: (254) 774-9611

Waco
4800 Lakewood Dr., Ste. 4
Waco, Texas 76710
Phone: (254) 756-1610

Hutto
210 Hwy. 79, Ste. 101
Hutto, Texas 78634
Phone: (512) 759-2500



www.bspengineers.com

February 26, 2014

City of Temple, Engineering
Attn.: Don Bond
3210 East Ave. H, Bldg. A
Temple, Texas 76501

Re: City of Temple, Jefferson Manor Water Line Replacement

Dear Mr. Bond,

We have reviewed the bids for the above referenced project. K&S Backhoe Services, Inc. submitted a bid of \$264,564.29. Please see the enclosed Bid Tabulation Sheet for detailed information. We are recommending that you award the contract to K&S Backhoe Services, Incorporated. We believe, through personal experience, that K&S Backhoe Services, Inc. is qualified and is capable of providing the water main improvements as required in this project.

K&S Backhoe Services, Inc. is a proven company with many successfully completed projects and we look forward to working with them on this project.

Please advise us as to which contractor you select.

Sincerely,

Steven Kirkpatrick, P.E.

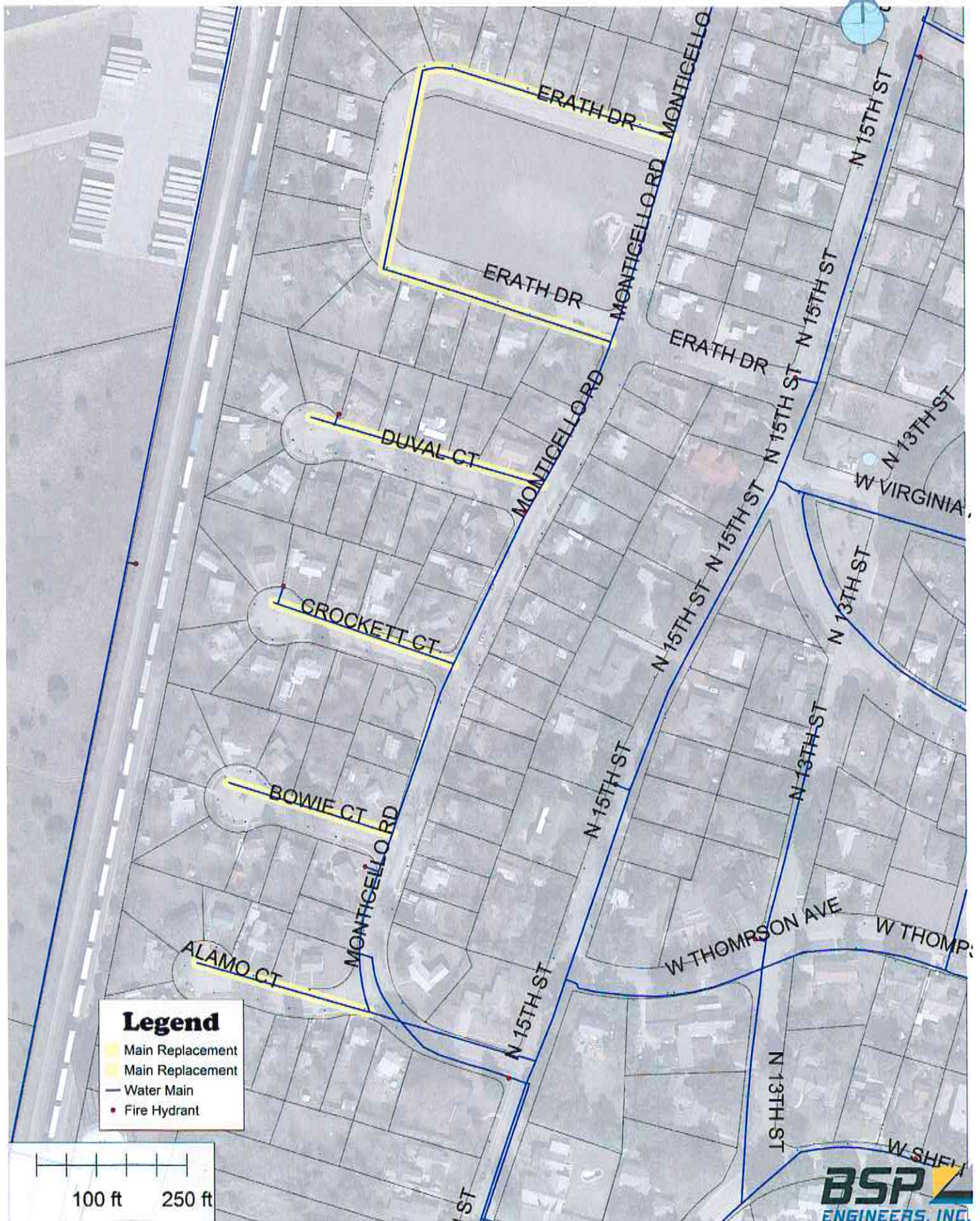


Cc: Belinda Mattke, City of Temple, Director of Purchasing

Bid Tabulation Sheet
Jefferson Manor Water Line Replacement
City of Temple

Bid Date - February 25, 2014				K&S Backhoe		M&C Fonseca		Bell Contractors	
	Item Description	Est. Quan.	UOM	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
	Exhibit "A" BID Schedule-Base BID								
1	Provide Mobilization, Bonds & Permits	100%	LS	\$ 12,840.00	\$ 12,840.00	\$ 11,000.00	\$ 11,000.00	\$ 15,400.00	\$ 15,400.00
2	Site Clearing & Right of Way Preparation	100%	LS	\$ 8,550.00	\$ 8,550.00	\$ 6,500.00	\$ 6,500.00	\$ 16,700.00	\$ 16,700.00
3	Trench Safety Plan	100%	LS	\$ 1,200.00	\$ 1,200.00	\$ 1,256.00	\$ 1,256.00	\$ 13,200.00	\$ 13,200.00
4	Locate Utilities	100%	EA	\$ 8,784.00	\$ 8,784.00	\$ 4,288.00	\$ 4,288.00	\$ 5,500.00	\$ 5,500.00
5	Pavement Replacement	1470	SY	\$ 23.31	\$ 34,265.70	\$ 22.50	\$ 33,075.00	\$ 26.00	\$ 38,220.00
6	Provide Connection to Existing 8" Main	6	EA	\$ 1,596.00	\$ 9,576.00	\$ 1,450.00	\$ 8,700.00	\$ 1,800.00	\$ 10,800.00
7	Provide New 6" PVC Class 150 C900 Water Main	2513	LF	\$ 33.95	\$ 85,316.35	\$ 38.50	\$ 96,750.50	\$ 35.60	\$ 89,462.80
8	Provide 8" MJ Gate Valve	6	EA	\$ 1,146.85	\$ 6,881.10	\$ 1,450.00	\$ 8,700.00	\$ 1,400.00	\$ 8,400.00
9	Provide 6" MJ Gate Valve	7	EA	\$ 830.14	\$ 5,810.98	\$ 1,250.85	\$ 8,755.95	\$ 1,100.00	\$ 7,700.00
10	Provide 10" SDR 26 Encasement	18	LF	\$ 30.33	\$ 545.94	\$ 58.22	\$ 1,047.96	\$ 65.60	\$ 1,180.80
11	Provide 8X6 MJ Tees	6	EA	\$ 668.00	\$ 4,008.00	\$ 432.15	\$ 2,592.90	\$ 730.00	\$ 4,380.00
12	Provide 6" MJ 45 Degree Bends	1	EA	\$ 240.00	\$ 240.00	\$ 405.97	\$ 405.97	\$ 250.00	\$ 250.00
13	Provide 6" MJ 22.5 Degree Bends	5	EA	\$ 234.00	\$ 1,170.00	\$ 396.13	\$ 1,980.65	\$ 310.00	\$ 1,550.00
14	Provide 6" MJ 11.25 Degree Bends	3	EA	\$ 230.00	\$ 690.00	\$ 396.13	\$ 1,188.39	\$ 310.00	\$ 930.00
15	Provide Miscellaneous MJ Fittings	500	LBS	\$ 4.00	\$ 2,000.00	\$ 2.98	\$ 1,490.00	\$ 10.00	\$ 5,000.00
16	Provide Fire Hydrant Assembly	7	EA	\$ 4,182.86	\$ 29,280.02	\$ 3,650.64	\$ 25,554.48	\$ 4,400.00	\$ 30,800.00
17	Provide 1" Short Side Water Service Connection	38	EA	\$ 651.48	\$ 24,756.24	\$ 680.00	\$ 25,840.00	\$ 1,300.00	\$ 49,400.00
18	Provide 1" Long Side Water Service Connection	19	EA	\$ 1,010.84	\$ 19,205.96	\$ 950.00	\$ 18,050.00	\$ 2,100.00	\$ 39,900.00
19	Provide 1" Long Side Bullhead Water Service Connection	1	EA	\$ 4,704.00	\$ 4,704.00	\$ 1,235.50	\$ 1,235.50	\$ 4,200.00	\$ 4,200.00
20	Provide All Testing Required	100%	LS	\$ 1,260.00	\$ 1,260.00	\$ 1,800.00	\$ 1,800.00	\$ 1,300.00	\$ 1,300.00
21	Provide Hydromulch	100%	LS	\$ 3,480.00	\$ 3,480.00	\$ 5,800.00	\$ 5,800.00	\$ 2,800.00	\$ 2,800.00
	TOTAL BASE BID:				\$264,564.29		\$266,011.30		\$347,073.60

Jefferson Manor Main Replacement



RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A CONSTRUCTION CONTRACT WITH K & S BACKHOE SERVICES, INC., OF GATESVILLE, TEXAS, FOR CONSTRUCTION OF NEW 6-INCH WATER LINES IN THE AREA OF ALAMO, BOWIE, CROCKETT, DUVAL COURTS AND ERATH DRIVE (ALSO KNOWN AS JEFFERSON MANOR ADDITION), IN AN AMOUNT NOT TO EXCEED \$264,564.29; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, for several years, the Public Works Utility Division has experienced numerous operational waterline issues in the area of Alamo, Bowie, Crockett, Duval Courts and Erath Drive (also known as Jefferson Manor addition);

Whereas, this area contains numerous under-sized cast iron lines with lead poured joints and an absence of valves, providing minimal fire protection to the area – identified in the Water Distribution Operation and Maintenance budget, this project will result in replacement of nearly 2,500 feet of 2-inch waterline with a new 6-inch waterline;

Whereas, on February 25, 2014, three (3) bids were received for the construction of this project and staff recommends award of this contract to K&S Backhoe Services, Inc., of Gatesville, Texas, in an amount not to exceed \$264,564.29;

Whereas, references were checked and staff believes that K&S Backhoe Services, Inc. is qualified to complete this project – construction time allotted for this project is 140 days;

Whereas, funds are available in Account No. 520-5260-535-6357, Project No. 100909 for this construction contract; 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 K&S Backhoe Services, Inc., of Gatesville, Texas, after approval as to form by the City Attorney, for construction of new 6-inch water lines in the area of Alamo, Bowie, Crockett, Duval Courts and Erath Drive (also known as Jefferson Manor addition), in an amount not to exceed \$264,564.29.

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 **20th** day of **March**, 2014.

THE CITY OF TEMPLE, TEXAS

DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

Lacy Borgeson
City Secretary

Kayla Landeros
Acting City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

03/20/14
Item #7(E)
Consent Agenda
Page 1 of 1

DEPT. /DIVISION SUBMISSION & REVIEW:

Nicole Torralva, P.E., Public Works Director
Thomas Brown, Utility Services Director

ITEM DESCRIPTION: Consider adopting a resolution authorizing a construction contract with K & S Backhoe Service, Inc., of Gatesville for wastewater line replacement project near Lengefeld Lumber in an amount not to exceed \$121,397.60.

STAFF RECOMMENDATION: Adopt a resolution presented in the item description.

ITEM SUMMARY: For many years, the Utility Services Division has experienced numerous wastewater system issues in the Lengefeld Lumber Company area as a result of deteriorating infrastructure. Wastewater lines in the area are clay tile sewer mains and nearing the end of their useful lives. These pipes must now be replaced to improve maintenance problems and ensure continuous service to this area.

In an effort to address system needs, Bandas Engineering was retained for engineering services, including design and surveying for the project. The engineer's opinion for probable cost was \$99,925.

On February 25, 2014, three bids were received for construction of the project. Per the attached bid tabulation, K & S Backhoe Services Inc. submitted the lowest bid in the amount of \$121,397.60. References were checked and Public Works staff agrees that K & S Backhoe Services is qualified to complete the project. Construction time allowed for this project is 120 days.

FISCAL IMPACT: Currently, funding in the amount of \$178,429.91 is available in account 561-5400-535-6943, project 100985, to fund the construction contract with K & S Backhoes Services, Inc. for an amount not to exceed \$121,397.60.

ATTACHMENTS:

[Engineer's Letter of Recommendation](#)
[Bid Tabulation](#)
[Project Map](#)
[Resolution](#)

BANDAS ENGINEERING CO.

CIVIL ENGINEERING FIRM # F-3782

February 27, 2014

City of Temple
Attn: Mr. Thomas Brown
Director of Utilities
3210 East Ave. H, Bldg. A
Temple, Texas 76501

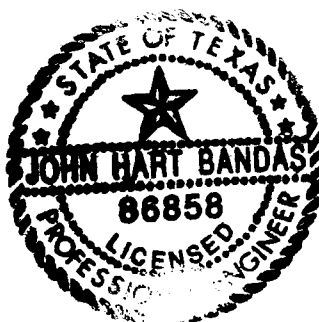
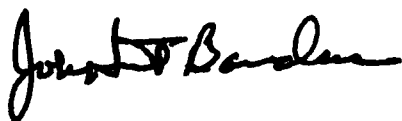
Re: Recommendation of Award of Contract: Lengefeld Wastewater Line Improvements

Dear Mr. Thomas,

The Bids for the above referenced project have been tabulated and analyzed for accuracy. You have received the Bid Tabulations as an attachment for reference. The low bidder was K&S Backhoe Services, Inc. of Gatesville, Texas. Their bid of \$121,397.60 was well below the other two bids (M&C Fonseca Construction Co. Inc. of Granite Shoals, Texas at \$182,627.75, and Bell Contracting, Inc. of Belton, Texas at \$247,295.60). It was above the Engineers Opinion of Probable Estimated Construction Costs of \$99,925.00 which was calculated at the time of the original professional services proposal. The examination and tabulation of bids confirmed that the bid of **K&S Backhoe Services, Inc., P.O. Box 891, Gatesville, Texas 76528** was responsive to all bid requirements and was free of errors.

I have never done a project with this company, but you stated that the City of Temple has had several successful projects with them in the past. Conditioned upon your approval for their performance in prosecuting the work, I recommend award of this project to K&S Backhoe Services, Inc. of Gatesville, Texas. We look forward to working with the City and this firm on this project.

Sincerely,



John Hart Bandas, P.E.

Attachment: Overall Bid Tabulation (all 3 bidders), and Bid Tabulation for K&S Backhoe Services, Inc.

BANDAS ENGINEERING CO.

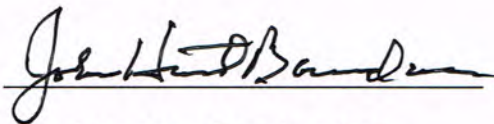
CIVIL ENGINEERING FIRM # F-3782

February 27, 2014

City of Temple
Attn: Mr. Thomas Brown
Director of Utilities
3210 East Ave. H, Bldg. A
Temple, Texas 76501

Tabulation of Bids
Lengefeld Wastewater Line Improvements
(Bid: February 25, 2014)

	K & S Backhoe Services Inc. Gatesville, TX	M & C Fonseca Construction Co. Inc. Granite Shoals, TX	Bell Contractors Belton, TX
Description			
Total Bid	\$121,397.60	\$182,627.75	\$247,295.60
Acknowledge Addendum	Yes	Yes	Yes
Bid Bond	5%	5%	5%
Bond Requirement Affidavit	Yes	Yes	Yes
Credit Check Authorization	Yes	Yes	Yes

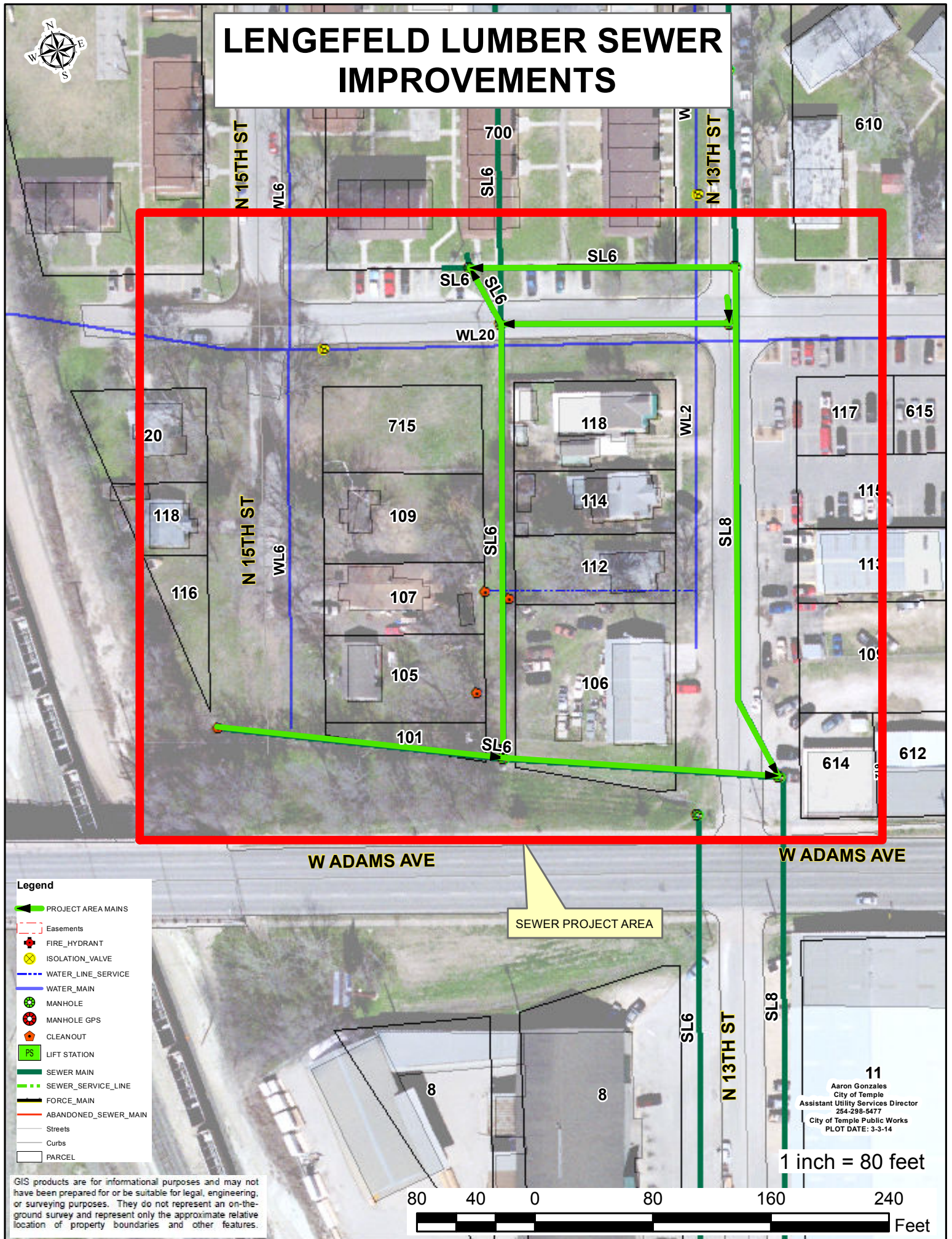


John Hart Bandas, P.E.





LENGEFELD LUMBER SEWER IMPROVEMENTS



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.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A CONSTRUCTION CONTRACT WITH K & S BACKHOE SERVICES, INC., OF GATESVILLE, TEXAS, FOR A WASTEWATER LINE REPLACEMENT NEAR LENGEFELD LUMBER COMPANY, TEMPLE, TEXAS, IN AN AMOUNT NOT TO EXCEED \$121,397.60; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, for several years, the Public Works Utility Division has experienced numerous wastewater system issues as a result of deteriorating infrastructure near the Lengefeld Lumber Company, outlined on the attached map, marked as Exhibit 'A;'

Whereas, wastewater lines in this area are clay tile sewer mains and nearing the end of their useful lives – these pipes must now be replaced to improve maintenance problems and ensure continuous service to this area;

Whereas, on February 25, 2014, three (3) bids were received for the construction of this project and staff recommends award of this contract to K&S Backhoe Services, Inc., of Gatesville, Texas, in an amount not to exceed \$121,397.60;

Whereas, references were checked and staff believes that K&S Backhoe Services, Inc. is qualified to complete this project;

Whereas, funds are available in Account No. 561-5400-535-6943, Project No. 100985 for this construction contract; 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 K&S Backhoe Services, Inc., of Gatesville, Texas, after approval as to form by the City Attorney, for a wastewater line replacement near Lengefeld Lumber Company, Temple, Texas in an amount not to exceed \$121,397.60.

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 **20th** day of **March**, 2014.

THE CITY OF TEMPLE, TEXAS

DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

Lacy Borgeson
City Secretary

Kayla Landeros
Acting City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

03/20/14
Item #7(F)
Consent Agenda
Page 1 of 1

DEPT./DIVISION SUBMISSION & REVIEW:

Nicole Torralva, PE, Director of Public Works
Don Bond, PE, City Engineer

ITEM DESCRIPTION: Consider adopting a resolution authorizing a construction contract with Alpha Constructors, Inc. of Temple, for the construction of additional sidewalks on South 1st Street in the amount of \$213,810.84.

STAFF RECOMMENDATION: Adopt Resolution as presented in item description.

ITEM SUMMARY: Included in the City's 2013-2014 Community Development Block Grant (CDBG) Action Plan is funding for the South 1st Street Sidewalk Improvements Project. The project is located along South 1st Street within the boundaries of Ave. F on the north and Ave. H on the south. The project includes installation of sidewalks, not to exceed 8 feet in width and any necessary ADA ramps, curbs and gutters, along with landscaping. This will be the final phase of a multi-year, multi-phase project.

On March 11, 2014, the City received one (1) bid on this sidewalk project. As shown on the attached bid tabulation, Alpha Constructors of Temple submitted the low bid with a base bid cost of \$102,798.00 for Phase 5, and an add alternate bid of \$111,012.84 for Phase 6.

Per the attached letter of recommendation, the consulting engineer for the project recommends that the base bid and bid alternate be constructed at this time based on the availability of funding under the CDBG program.

Alpha Constructors is currently constructing Phases III and IV of this project, and staff is pleased with their performance. It is anticipated that this project will be totally complete by June 30, 2014.

FISCAL IMPACT: Currently, funding in the amount of \$226,963.35 is available in account 260-6100-571-6315, project 100623, to fund the construction contract with Alpha Constructors in the amount of \$213,810.84.

ATTACHMENTS:

[Engineer's Letter of Recommendation](#)
[Bid Tabulation](#)
[Resolution](#)



215 North Main Street
Temple, Texas 76501
(254) 899-0899
Fax (254) 899-0901
www.clark-fuller.com
Firm Registration No: F-10384

March 12, 2014

City of Temple
Nicole Torralva
3210 E. Ave H, Bldg A
Temple, Texas 76501

Re: City of Temple - C.D.B.G. South First Street Sidewalk Improvements – Phase V – VI
Bid # 61-02-14

Dear Ms. Torralva,

We have reviewed the bids for the above referenced project. Alpha Constructors submitted a Base Bid (\$102,798.00) with a Bid Alternate 1 (\$111,012.84) totaling \$213,810.84. *Please see the enclosed Bid Tabulation Sheet and Bid Schedule Breakout for detailed information.*

The initial construction budget for the present year is approximately \$227,963.00 and the engineer's final opinion of probable cost to construct both the Base Bid with Bid Alternate 1 was \$227,375.00.

We are recommending that you award the Base Bid and Bid Alternate 1. We believe, through personal experience, that Alpha Constructors is qualified and is capable of providing the C.D.B.G. South First Street Sidewalk Improvements as required in this project.

We believe that Alpha Constructors is a proven company with many successfully completed projects and we look forward to working with them on this project.

Sincerely,

Monty Clark, P.E., CPESC



Bid Tabulation Sheet

C.D.B.G South First Street Sidewalk Improvements

Bid Date: March 11, 2014

No.	Base Bid			Alpha Constructors	
	Item Description	Est. Quan.	UOM	Unit Price	Total Cost
Base Bid Phase V Improvements					
1	Site R.O.W. Preparation & Clearing	4	STA	\$ 819.00	\$ 3,276.00
2	Mobilization, Bonds, Permits, & Insurance	100%	LS	\$ 6,370.00	\$ 6,370.00
3	Provide Miscellaneous Demolition	100%	LS	\$ 10,530.00	\$ 10,530.00
4	Remove & Relocate Existing Commercial Sign	1	EA	\$ 4,797.00	\$ 4,797.00
5	Provide New Reinforced Concrete Pavement Section	360	SY	\$ 71.00	\$ 25,560.00
6	Provide New HMAc Pavement Section	45	SY	\$ 48.00	\$ 2,160.00
7	Provide New Concrete Flatwork Section	136	SY	\$ 58.00	\$ 7,888.00
8	Provide New Concrete Curb and Gutter	165	LF	\$ 25.75	\$ 4,248.75
9	Provide New Handicap Ramp	18	LF	\$ 89.00	\$ 1,602.00
10	Provide New Handicap Railing	40	LF	\$ 115.00	\$ 4,600.00
11	Provide New Handicap Curb Ramp	1	EA	\$ 1,110.00	\$ 1,110.00
12	Provide New 4" Schedule 40 PVC Utility Sleeves	504	LF	\$ 17.55	\$ 8,845.20
13	Provide New Intruder Resistant Chain Link Fencing	67	LF	\$ 52.65	\$ 3,527.55
14	Provide New Landscaping	100%	LS	\$ 4,676.50	\$ 4,676.50
15	Provide New Irrigation	100%	LS	\$ 2,925.00	\$ 2,925.00
16	Provide New Street and Pedestrian Signage & Striping	100%	LS	\$ 5,651.00	\$ 5,651.00
17	Provide New Traffic Control Plan & Implementation	100%	LS	\$ 5,031.00	\$ 5,031.00
Total Base Bid					
C.D.B.G. Avenue G Sidewalk Improvements					\$ 102,798.00
Bid Alternate #1 Phase VI Improvements					
18	Site R.O.W. Preparation & Clearing	4	STA	\$ 819.00	\$ 3,276.00
19	Mobilization, Bonds, Permits, & Insurance	100%	LS	\$ 3,900.00	\$ 3,900.00
20	Provide Miscellaneous Demolition	100%	LS	\$ 11,466.00	\$ 11,466.00
21	Remove & Relocate Existing Commercial Sign	1	EA	\$ 3,627.00	\$ 3,627.00
22	Provide New Reinforced Concrete Pavement Section	395	SY	\$ 71.60	\$ 28,282.00
23	Saw Cut, Remove, and Replace Existing HMAc Pavement Section	48	SY	\$ 47.50	\$ 2,280.00
24	Remove & Replace Existing Gravel Pavement Section	11.5	SY	\$ 70.00	\$ 805.00
25	Provide New Concrete Flatwork Section	180	SY	\$ 58.00	\$ 10,440.00
26	Provide New Concrete Curb and Gutter	200	LF	\$ 25.75	\$ 5,150.00
27	Provide New Handicap Ramp	16	LF	\$ 88.00	\$ 1,408.00
28	Provide New Concrete Curb	21.5	LF	\$ 33.00	\$ 709.50
29	Provide New Handicap Railing	17	LF	\$ 117.00	\$ 1,989.00
30	Provide New Reinforced Concrete Stem Wall	17	LF	\$ 49.00	\$ 833.00
31	Provide New Handicap Curb Ramp	5	EA	\$ 1,111.50	\$ 5,557.50
32	Provide New 5' Precast Storm Inlet	1	EA	\$ 3,744.00	\$ 3,744.00
33	Provide New 18" RCP 15 Degree Bend	1	EA	\$ 438.75	\$ 438.75
34	Provide New 18" RCP Storm Sewer	10	LF	\$ 140.40	\$ 1,404.00
35	Provide New Connection to Existing Storm Sewer	2	EA	\$ 994.50	\$ 1,989.00
36	Provide New Schedule 40 PVC Utility Sleeves	436	LF	\$ 14.00	\$ 6,104.00
37	Provide New Landscaping	100%	LS	\$ 4,419.09	\$ 4,419.09
38	Provide New Irrigation	100%	LS	\$ 2,925.00	\$ 2,925.00
39	Provide New Street and Pedestrian Signage & Striping	100%	LS	\$ 2,310.00	\$ 2,310.00
40	Remove and Relocate Existing Water Meter & Service	2	EA	\$ 1,053.00	\$ 2,106.00
41	Provide New Traffic Control Plan & Implementation	100%	LS	\$ 5,850.00	\$ 5,850.00
Total Phase - Bid Alternate #1					
C.D.B.G. Avenue G Sidewalk Improvements					\$ 111,012.84
Total Base Bid & Bid Alternates 1					\$ 213,810.84

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A CONSTRUCTION CONTRACT WITH ALPHA CONSTRUCTORS, INC., OF TEMPLE, TEXAS, FOR THE CONSTRUCTION OF SIDEWALKS ON SOUTH 1ST STREET, IN THE AMOUNT OF \$213,810.84; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, funding for the South 1st Street Sidewalk Improvements Project is included in the City's 2013-2014 Community Development Block Grant (CDBG) Action Plan;

Whereas, this project will be the final phase of a multi-year project and is located along South 1st Street within the boundaries of Avenue F on the north and Avenue H on the south – the project includes installation of sidewalks, not to exceed 8 feet in width and any necessary ADA ramps, curbs, gutters, and landscaping;

Whereas, on March 11, 2014, one (1) bid was received for the construction of this project - Alpha Constructors, Inc., of Temple, Texas submitted the low bid for Phase V and an Add Alternate bid for Phase VI;

Whereas, Alpha Constructors, Inc., of Temple, Texas is currently constructing Phases III and IV of this project and staff is pleased with their performance and recommends award of this contract to Alpha Constructors, in the amount of \$213,810.84, based on funds available through the CDBG program;

Whereas, funds are available in Account No. 260-6100-571-6315, Project No. 100623 for this construction contract; 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 Alpha Constructors, Inc., of Temple, Texas, after approval as to form by the City Attorney, for the construction of sidewalks on South 1st Street, in the amount of \$213,810.84, which includes the base bid for Phase V and an Add Alternate bid for Phase VI.

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 **20th** day of **March**, 2014.

THE CITY OF TEMPLE, TEXAS

DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

Lacy Borgeson
City Secretary

Kayla Landeros
Acting City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

03/20/14
Item #7(G)
Consent Agenda
Page 1 of 2

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 contract with Kasberg, Patrick, & Associates, LP of Temple, to provide professional services during construction of Phase 1 of the Panda TBP Reclaimed Water Line in southeast Temple in an amount not to exceed \$113,600.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: The City has agreed to provide the Panda Temple Power Plant (Panda) with reclaimed water from the Temple-Belton Wastewater Treatment Plant (TBP). Delivery of this water will require a pump station and approximately 45,000 linear feet of pipeline. This project comprises three phases: Phase 1 – pump station at TBP, Phase 2 – pipeline from Little River Rd to Panda, Phase 3 – pipeline from TBP to Little River Rd (Map attached).

On September 5, 2013, Council authorized a professional services agreement with KPA for engineering services required to design and bid Phase 1 in an amount not to exceed \$353,800.

The attached Proposal includes fees for construction administration and inspection of reclaimed water pumping station including three 200-horsepower vertical turbine pumps in this phase:

Construction Administration	\$ 63,700
Onsite Representation	<u>\$ 49,900</u>
Total	<u>\$ 113,600</u>

These services are proposed for an allotted construction time of 210 days.

FISCAL IMPACT: This project will be funded with City of Temple, Texas Utility System Revenue Bonds, Series 2014.

As part of the '2013 Effluent and Water Purchase Agreement' approved by Council on February 14, 2013, the City of Temple will be responsible for designing, permitting, rights of way acquisition, metering, installation, construction and maintenance of the 'Treated Effluent Facilities' (TEF) and will also 'own' the facilities. The agreement includes provisions that define Panda's obligation to reimburse the City for those expenditures related to financing the design and construction of the

'TEF'. Pursuant to the Agreement, reimbursement will begin in the month that the debt is incurred by the City and reimbursement is required even if the Agreement is later terminated. The City and Panda also agreed that any unused bond funds will be used to pay down the principal balance of the bonds. Per the agreement, the bonds will be for a term of not less than 360 months and be taxable bonds.

The cost of this contract amendment is \$113,600 and will be charged to account 562-5200-535-6947, project 101097. The City will front the cost of the construction contract until the bonds mentioned above are issued to fund the total cost of the project. The bonds are scheduled to be sold the week of March 17th and results will be available at the March 20, 2014 meeting.

ATTACHMENTS:

[Project Map](#)
[Engineer's Proposal](#)
[Resolution](#)





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

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

RICK N. KASBERG, P.E.
R. DAVID PATRICK, P.E., CFM
THOMAS D. VALLE, P.E.
GINGER R. TOLBERT, P.E.
ALVIN R. "TRAE" SUTTON, III, P.E., CFM

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

March 5, 2014

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

Re: City of Temple, Texas
Temple – Belton WWTP Reclaimed Effluent Project
Phase I –Reclaimed Effluent Pump Station
Amendment No. 1 to Contract Agreement Dated September 9, 2013

Dear Mr. Bond:

We are submitting this proposal for construction administration and on-site representation services required for the referenced project. Construction of the Phase I (Pump Station) component of Temple-Belton Wastewater Treatment Plant Reclaimed Effluent Project will include a concrete deck to support three (3) 200 HP vertical turbine pumps and motors, a motor control center with breaker panels, starters, variable frequency drives and associated electrical controls, and header piping with valves, surge protection, flow metering and appurtenances. This phase also includes remote instrumentation and controls at the City's 25th St. Elevated Tank and Panda Temple Power Plant Site. As you know, Phase I is currently in the bidding process and a bid opening is scheduled for March 6, 2014. Our opinion of probable construction cost is \$1,500,000.

In order for us to provide the services required for completion of this project, the following not to exceed lump sum amounts will be applicable:

AMENDMENT NO. 1 SERVICES

1A.	Construction Administration	\$	63,700
1B.	On-Site Representation	\$	49,900
	Total Amendment No.1	\$	113,600

The following services will be performed:

1A. Construction Administration

1. Prepare for and conduct a pre-construction conference and assist in issuance of a Notice to Proceed on behalf of the City of Temple. Prepare "Released for Construction" Plan Sets and to include changes made during bidding process (Addenda). Distribute Released for Construction Plan Sets at Pre-Construction conference.
2. Review for general compliance with design concepts, shop and erection drawings submitted by the contractor including civil, mechanical, structural and electrical components.
3. Review laboratory, shop, and mill test reports on materials and equipment. **The cost for these test are not included in our proposal.**
4. Visit the project sites at appropriate intervals as construction proceeds to observe and report on the progress and quality of the executed work.
5. Issue instructions from the City of Temple to the Contractor, issue necessary interpretations and clarifications of contract documents, prepare change orders and coordinate testing of the work, and make recommendation as to acceptability of the work for acceptance by the City of Temple.
6. Coordination and observation of the commissioning and startup of the pump station including electrical controls and instrumentation.
7. Make recommendations to the Contractor on corrective actions or contractual measures that may be exercised by the City of Temple.
8. Prepare sketches required to resolve problems due to actual field conditions encountered.
9. Assist the City of Temple in determining amounts of progress payments due based on degree of completion of the work.
10. Coordinate and conduct the final walk through for the project. After the final walk through is complete a punch list will be generated and monitored.
11. Prepare monthly assessment of contractor quality, timeliness and cooperation with City Staff and the public.

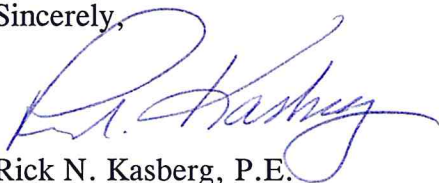
12. Prepare record drawings from information submitted by the Contractor.
13. Make a final review and report on completion of the project, including recommendations concerning final payments to contractors and release of retained percentages.
14. Make a written recommendation of final acceptance of the project to the City.

1B. On-Site Representation

1. Conduct and/or coordinate field testing and observation of materials for the pipe and fittings, valves, meter, surge protection, pumps and motors, and associated electrical controls and panels for the pump station and other incidentals associated with daily construction activities.
2. Observe civil, mechanical, structural and electrical equipment and materials for general compliance with the plans and specifications.
3. Observe equipment and pipe materials for compliance with the Contractor's shop drawing submittals.
4. Verify installed quantities and materials on hand for monthly pay estimates to Contractors.
5. Review changes on as-built plans submitted by Contractors.
6. Observe commissioning and startup of the pump station for compliance with performance requirements included in the plans and specifications.
7. Prepare written daily reports on construction activities summarizing work performed, quantities installed, number of laborers on site, equipment used, weather conditions and significant activities observed and test results.
8. Participate in pre-construction meetings, progress meetings and final walkthroughs.
9. Coordinate with the WWTP operations staff (BRA) to address concerns and informing them of project schedules and events which may impact plant operations.

We will invoice monthly for our services based on a percent completion basis. We look forward to working with you on this next stage of the project and appreciate the opportunity to submit this proposal for the construction phase.

Sincerely,

A handwritten signature in blue ink, appearing to read "R. Kasberg", is written over the printed name.

Rick N. Kasberg, P.E.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING AN AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT WITH KASBERG, PATRICK & ASSOCIATES, LP, OF TEMPLE, TEXAS, TO PROVIDE PROFESSIONAL SERVICES DURING THE CONSTRUCTION OF PHASE I OF THE PANDA TEMPLE-BELTON PLANT RECLAIMED WATER LINE IN SOUTHEAST TEMPLE, IN AN AMOUNT NOT TO EXCEED \$113,600; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the City has agreed to provide the Panda Temple Power Plant (Panda) with reclaimed water from the Temple-Belton Wastewater Treatment Plant (TBP) – delivery of this water will require a pump station and approximately 45,000 linear feet of pipeline;

Whereas, on September 5, 2013, City Council authorized a professional services agreement with Kasberg, Patrick & Associates, LP, of Temple, Texas for engineering services required to design and bid Phase I, in an amount not to exceed \$353,800;

Whereas, the proposal in this phase includes fees for construction administration and inspection of the reclaimed water pumping station, including three 200-horsepower vertical turbine pumps;

Whereas, this project will be funded with City of Temple Utility System Revenue Bonds, Series 2014;

Whereas, as part of the ‘2013 Effluent and Water Purchase Agreement’ approved by City Council on February 14, 2013, the City of Temple will be responsible for designing, permitting, rights of way acquisition, metering, installation, construction and maintenance of the ‘Treated Effluent Facilities’ (TEF) and will also ‘own’ the facilities;

Whereas, the agreement includes provisions that define Panda’s obligation to reimburse the City for those expenditures related to financing the design and construction of the TEF, and pursuant to the agreement, reimbursement will begin in the month that the debt is incurred by the City and reimbursement is required even if the Agreement is later terminated;

Whereas, the City and Panda also agree that any unused bond funds will be used to pay down the principal balance of the bonds – per the agreement, the bonds will be for a term of not less than 360 months and be taxable bonds;

Whereas, funds are available in Account No. 562-5200-535-6947, Project No. 101097 for this contract amendment - the City will front the cost of the construction bonds until the bonds are issued to fund the total cost of the project; 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 with Kasberg, Patrick & Associates, LP, of Temple, Texas, after approval as to form by the City Attorney, to provide professional services during the construction of Phase I of the Temple-Belton Plant Reclaimed Water Line in southeast Temple, in an amount not to exceed \$113,600.

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 20th day of **March**, 2014.

THE CITY OF TEMPLE, TEXAS

DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

Lacy Borgeson
City Secretary

Kayla Landeros
Acting City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

03/20/14
Item #7(H)
Consent Agenda
Page 1 of 2

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 contract with Kasberg, Patrick, & Associates, LP of Temple, to provide professional services during construction of Phase 3 of the Panda TBP Reclaimed Water Line in south Temple in an amount not to exceed \$538,700.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: The City has agreed to provide the Panda Temple Power Plant (Panda) with reclaimed water from the Temple-Belton Wastewater Treatment Plant (TBP). Delivery of this water will require a pump station and approximately 45,000 linear feet of pipeline. This project comprises three phases: Phase 1 – pump station at TBP, Phase 2 – pipeline from Little River Rd to Panda, Phase 3 – pipeline from TBP to Little River Rd (Map attached).

On November 7, 2013, Council authorized a professional services agreement with KPA for engineering services required to design and bid Phase 3 in an amount not to exceed \$749,200. This Council agenda includes a separate item to award a construction contract for Phase 3.

The attached KPA Proposal includes fees for construction administration and inspection of approximately 5.0 miles of 24" pipe and one half mile of 36" steel encasement in this phase:

Construction Surveys	\$ 59,800
Construction Administration	\$ 278,500
Onsite Representation	<u>\$ 200,400</u>
Total	<u>\$ 538,700</u>

These services are proposed for an allotted construction time of 210 days.

FISCAL IMPACT: This project will be funded with City of Temple, Texas Utility System Revenue Bonds, Series 2014.

As part of the '2013 Effluent and Water Purchase Agreement' approved by Council on February 14, 2013, the City of Temple will be responsible for designing, permitting, rights of way acquisition, metering, installation, construction and maintenance of the 'Treated Effluent

Facilities' (TEF) and will also 'own' the facilities. The agreement includes provisions that define Panda's obligation to reimburse the City for those expenditures related to financing the design and construction of the 'TEF'. Pursuant to the Agreement, reimbursement will begin in the month that the debt is incurred by the City and reimbursement is required even if the Agreement is later terminated. The City and Panda also agreed that any unused bond funds will be used to pay down the principal balance of the bonds. Per the agreement, the bonds will be for a term of not less than 360 months and be taxable bonds.

The cost of this contract amendment is \$538,700 and will be charged to account 562-5200-535-6947, project 101097. The City will front the cost of the construction contract until the bonds mentioned above are issued to fund the total cost of the project. The bonds are scheduled to be sold the week of March 17th and results will be available at the March 20, 2014 meeting.

ATTACHMENTS:

[Map](#)
[KPA Proposal](#)
[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

February 4, 2014

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

Re: City of Temple, Texas
Temple – Belton WWTP Reclaimed Effluent Project
Phase III – 24” Reclaimed Effluent Pipeline (Along FM 93)
Amendment No. 1 to Contract Agreement Dated November 8, 2013

Dear Mr. Bond:

We are submitting this proposal for construction surveys, construction administration and on-site representation services required for the referenced project. Construction of Phase III components of Temple-Belton Wastewater Treatment Plant Reclaimed Effluent Project will include approximately 27,000 linear feet of 24-inch pipeline within TxDOT's right-of-way along FM 93 from the Wastewater Treatment Plant to Little River Road. This phase also includes directional drills beneath the Leon River (1,200-feet) and Friars Creek (2,200-feet) and 46 separate bores along the route to meet TxDOT's requirements for crossing driveways and hardwood tree's drip lines. These 46 bores total approximately 2,600-feet of 36-inch steel encasement pipe. As you know, Phase III is currently in the bidding process and a bid opening is scheduled for February 6, 2014. Our opinion of probable construction cost is \$9,000,000. The attached exhibit A depicts the overall project and approximate location of each of the three separate components/phases for your reference.

In order for us to provide the services required for completion of this project, the following not to exceed lump sum amounts will be applicable:

AMENDMENT NO. 1 SERVICES

1A.	Construction Surveys	\$	59,800
1B.	Construction Administration	\$	278,500
1C.	On-Site Representation	\$	200,400
	Total Amendment No.1	\$	538,700

The following services will be performed:

1A. Construction Surveys

1. KPA will utilize All County Surveying for construction surveys. Construction surveys will include offset staking at all points of inflection and at 100 feet interval along the pipeline route. Beginning and ending points of directional drills and encasement pipe will also be staked.
2. Based on construction survey data KPA will prepare cut sheets for submittal to the Contractor.

1B. Construction Administration

1. Prepare for and conduct pre-construction conference and assist in issuance of a Notice to Proceed on behalf of the City of Temple. Prepare "Released for Construction" Plan Sets and to include changes made during bidding process (Addenda). Distribute Released for Construction Plan Sets at Pre-Construction conference.
2. Review, for compliance with design concepts, shop and erection drawings submitted by the contractor including Horizontal Directional Drilling (HDD) plans and tracking data.
3. Review laboratory, shop, and mill test reports on materials and equipment. **The cost for these test are not included in our proposal.**
4. Visit the project sites at appropriate intervals as construction proceeds to observe and report on the progress and quality of the executed work.
5. Issue instructions from the City of Temple to the contractors, issue necessary interpretations and clarifications of contract documents, prepare change orders requiring special inspections and testing of the work, and make recommendation as to acceptability of the work.
6. Coordination and meetings with Belton TxDOT Office Representatives.
7. Make recommendations to the Contractor on corrective actions or contractual measures that may be exercised by the City of Temple.
8. Prepare sketches required to resolve problems due to actual field conditions encountered.
9. Assist the City of Temple in determining amounts of progress payments due for each contract, based on degree of completion of the work.
10. Coordinate and conduct the final walk through for the project. After the final walk through is complete a punch list will be generated and monitored.
11. Prepare monthly assessment of contractor quality, timeliness and cooperation with City Staff and the public.

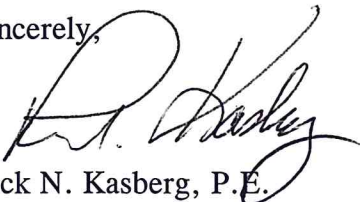
12. Prepare record drawings from information submitted by the Contractor.
13. Make a final review and report on completion of the project, including recommendations concerning final payments to contractors and release of retained percentages.
14. Make a written recommendation of final acceptance of the project to the City.

1C. On-Site Representation

1. Conduct and/or coordinate field testing and observation of proper bedding materials for the pipeline, pipe and fittings and joints, valves, electrical conduit and control panels for the meter vault installation and other incidentals associated with daily construction activities.
2. Observe HDD equipment and materials for compliance with the plans and specifications.
3. Observe equipment and pipe materials for compliance with the plans and specifications and approved shop drawing submittals.
4. Verify installed quantities and materials on hand for monthly pay estimates to Contractors.
5. Confirm and note changes on as-built plans submitted by Contractors.
6. Observe trench excavations and backfill for compliance with plans and specifications.
7. Prepare written daily reports on construction activities summarizing work performed, quantities installed, number of laborers on site, equipment used, weather conditions and significant activities and test results.
8. Participate in pre-construction meetings, progress meetings and final walkthroughs.
9. Meet with impacted property owners to address concerns and informing them of project schedules and events which may impact access to their property and resolving complaints.

We will invoice monthly for our services based on a percent completion basis. We look forward to working with you on this next stage of the project and appreciate the opportunity to submit this proposal for the construction phase.

Sincerely,

A handwritten signature in black ink, appearing to read "Rick N. Kasberg", written over a horizontal line.

Rick N. Kasberg, P.E.

PHASE I
TEMPLE / BELTON
WASTEWATER TREATMENT PLANT
EFFLUENT PUMP STATION

FM 93

GEORGETOWN RAILROAD
31st Street

PHASE III
24" PIPELINE

5th Street

Blackland Rd

Little River Rd / Old 95

FM 93

Barnhart Rd

Little River Rd

Loop 363

PHASE II
24" PIPELINE

FM 3117

PANDA TEMPLE
POWER SITE



CITY OF TEMPLE

RECLAIMED EFFLUENT FROM TBWWTP
TO PANDA TEMPLE POWER SITE

PHASE III - PIPELINE
(ALONG FM 93)

FEBRUARY 2014

EXHIBIT A

HORIZONTAL SCALE IN FEET



CITY OF TEMPLE, TEXAS
TBWWTP Reclaimed Effluent Project
Phase III -- 24" Reclaimed Effluent Pipeline
Fee Summary -- Construction Administration Services

02/04/14

TASK	PIC	PM	PE	EIT	CADD	Clerical Support Staff	OSR	Total Hours	KPA Estimated Fees	Sub-Consultant	Direct Costs	Total Fee Estimate	USE
1 TASK 1: Construction Surveys													
a. Stake Pins and 100' intervals in field	1	4		4				61	\$7,250	\$52,500	\$100	\$59,850	\$59,800
b. Prepare Cut Sheets		2	4	16	4	6		13	\$1,730	\$52,500		\$54,230	
c. Mark Cut Stakes in field			4	16				28	\$3,160			\$3,160	
								20	\$2,360		\$100	\$2,460	
2 TASK 2: Construction Administration								1,900	\$276,480	\$500	\$1,500	\$278,480	\$278,500
a. Prepare and Conduct Pre-Const Conf (incl. plan sets) HDDs)	6	8	4	8	16	8		50	\$6,220	\$500		\$6,720	
b. Review Shop Drawings and Submittals (including HDDs)	20	48	24	40	16	8		156	\$22,400		\$100	\$22,500	
c. Review Laboratory Test Reports	8	8	4	4		4		28	\$4,260			\$4,260	
d. Site Visits (Observe and Address Questions)	120	220	80	120	12			552	\$87,700		\$400	\$88,100	
e. Issue Clarifications and Prepare Change Orders	8	24	8	32		8		80	\$11,040			\$11,040	
f. Make Recommendations on Corrective Actions	8	16	4	8				36	\$5,800			\$5,800	
g. Prepare sketches to resolve field problems due to actual site conditions.	24	80	24	80	120			328	\$42,960			\$42,960	
h. Assess complete work and prepare Pay Requests	8	80		80		8		176	\$24,920			\$24,920	
i. Coordination and Meetings with Belton TxDOT Office	80	100		80				260	\$41,500			\$41,500	
j. Coordinate and conduct Final Walk Through and prepare Punch List.	8	16	4	12				40	\$6,240			\$6,240	
k. Prepare monthly assessment of contractor work.	4	12		8		4		28	\$4,040			\$4,040	
l. Prepare Record Drawings.	2	16	2	8	100	8		136	\$14,960		\$1,000	\$15,960	
m. Make final review and report on project.	4	8	2	8				22	\$3,340			\$3,340	
n. Make written recommendation of final acceptance.	2	2		2		2		8	\$1,100			\$1,100	
3 TASK 3: On-Site Representation								2,275	\$193,375	\$0	\$7,050	\$200,425	\$200,400
a. Full Time OSR (45 Hour Weeks for 9 Months)								1,755	\$149,175			\$4,230	\$153,405
b. Half Time OSR (20 Hour Weeks for 6 Months)								520	\$44,200			\$2,820	\$47,020
TOTALS	303	644	164	526	268	56	2,275	4,236	477,105		8,650	538,755	\$538,700

Personnel Rate and PECE Unit Cost (\$)

190 175 150 110 100 75 85

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING AN AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT WITH KASBERG, PATRICK & ASSOCIATES, LP, OF TEMPLE, TEXAS, TO PROVIDE PROFESSIONAL SERVICES DURING THE CONSTRUCTION OF PHASE III OF THE PANDA TEMPLE-BELTON PLANT RECLAIMED WATER LINE IN SOUTH TEMPLE, IN AN AMOUNT NOT TO EXCEED \$538,700; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the City has agreed to provide the Panda Temple Power Plant (Panda) with reclaimed water from the Temple-Belton Wastewater Treatment Plant (TBP) – delivery of this water will require a pump station and approximately 45,000 linear feet of pipeline;

Whereas, on November 7, 2013, City Council authorized a professional services agreement with Kasberg, Patrick & Associates, LP of Temple, Texas for engineering services required to design and bid Phase III, in an amount not to exceed \$749,200;

Whereas, the proposal in this phase includes fees for construction administration and inspection of approximately 5 miles of 24-inch pipe and one-half mile of 36-inch steel encasement;

Whereas, this project will be funded with City of Temple Utility System Revenue Bonds, Series 2014;

Whereas, as part of the ‘2013 Effluent and Water Purchase Agreement’ approved by City Council on February 14, 2013, the City of Temple will be responsible for designing, permitting, rights of way acquisition, metering, installation, construction and maintenance of the ‘Treated Effluent Facilities’ (TEF) and will also ‘own’ the facilities;

Whereas, the agreement includes provisions that define Panda’s obligation to reimburse the City for those expenditures related to financing the design and construction of the TEF, and pursuant to the agreement, reimbursement will begin in the month that the debt is incurred by the City and reimbursement is required even if the Agreement is later terminated;

Whereas, the City and Panda also agree that any unused bond funds will be used to pay down the principal balance of the bonds – per the agreement, the bonds will be for a term of not less than 360 months and be taxable bonds;

Whereas, funds are available in Account No. 562-5200-535-6947, Project No. 101097 for this contract amendment - the City will front the cost of the construction bonds until the bonds are issued to fund the total cost of the project; 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 with Kasberg, Patrick & Associates, LP, of Temple, Texas, after approval as to form by the City Attorney, to provide professional services during the construction of Phase III of the Temple-Belton Plant Reclaimed Water Line in south Temple, in an amount not to exceed \$538,700.

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 20th day of **March**, 2014.

THE CITY OF TEMPLE, TEXAS

DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

Lacy Borgeson
City Secretary

Kayla Landeros
Acting City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

03/20/14
Item #7(I)
Consent Agenda
Page 1 of 1

DEPT./DIVISION SUBMISSION & REVIEW:

Brynn Myers, Assistant City Manager
Ashley Williams, Sustainability and Grant Manager

ITEM DESCRIPTION: Consider adopting a resolution authorizing a change order to the construction contract with ZeitEnergy, LLC/Freese & Nichols, Inc. of Dallas for the construction of a compressed natural gas fueling station in an amount not to exceed \$52,696.83.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: On January 17, 2013, the City Council authorized the use of the Design-Build project delivery method for the acquisition of services needed to construct a CNG fueling facility. Then on April 4, 2013, Council authorized a Design-Build contract with ZeitEnergy, LLC and Freese & Nichols, Inc. of Dallas. On May 7, 2013, ZeitEnergy presented the City a proposed Guaranteed Maximum Price (GMP) in the amount of \$1,619,502, which was approved.

Following design of the project and during construction, City staff requested scope changes to the original proposed GMP to provide a better need for the users. Given the project delivery method, staff proceeded under the direction of the contract; however, due to scope changes, the cost of the project ultimately exceeded the GMP.

Staff is recommending approval of additional costs due to the following project scope changes: (1) added additional access drive and pavement; (2) increased canopy clearance; (3) added security system; and (4) added wireless card reader capabilities, in an amount not to exceed \$52,696.83.

FISCAL IMPACT: Funding in the amount of \$45,868.43 is available in account 351-2300-540-6310, project 100972, to partially fund the change order for \$52,696.83. Council is being presented a budget adjustment allocating the additional funds needed in the amount of \$6,829 from CNG Improvements for Fleet, account 361-2400-519-6807, project 100999, to CNG Fueling Station, account 361-2300-540-6310, project 100972.

ATTACHMENTS:

[Budget Adjustment](#)
[Resolution](#)

FY **2014****BUDGET ADJUSTMENT FORM**

Use this form to make adjustments to your budget. All adjustments must balance within a Department.

Adjustments should be rounded to the nearest \$1.

+

-

ACCOUNT NUMBER	PROJECT #	ACCOUNT DESCRIPTION	INCREASE		DECREASE	
361-2300-540-63-10	100972	CNG Fueling Station	\$ 6,829			
361-2400-519-68-07	100999	CNG Improvement for Fleet			6,829	
TOTAL.....			\$ 6,829		\$ 6,829	

EXPLANATION OF ADJUSTMENT REQUEST- Include justification for increases AND reason why funds in decreased account are available.

To allocate additional funds needed for a change order to the construction contract with ZeitEnergy LLC / Freese & Nichols, Inc. in the amount of \$52,696.83.

DOES THIS REQUEST REQUIRE COUNCIL APPROVAL?

☒ Yes☐ No

DATE OF COUNCIL MEETING

3/20/2014

WITH AGENDA ITEM?

☒ Yes☐ No

Department Head/Division Director

Date

☐ Approved
☐ Disapproved

Finance

Date

☐ Approved
☐ Disapproved

City Manager

Date

☐ Approved
☐ Disapproved

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A CHANGE ORDER TO THE CONSTRUCTION CONTRACT WITH ZEITENERGY, LLC/FREESE AND NICHOLS, INC., OF DALLAS, TEXAS, FOR THE CONSTRUCTION OF A COMPRESSED NATURAL GAS FUELING STATION, IN AN AMOUNT NOT TO EXCEED \$52,696.83; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, on January 17, 2013, the City Council authorized the use of the Design-Build project delivery method for the acquisition of services needed to construct a Compressed Natural Gas (CNG) fueling facility;

Whereas, on April 14, 2013, City Council authorized a Design-Build contract with ZeitEnergy, LLC and Freese & Nichols, Inc., of Dallas, Texas - on May 7, 2013, ZeitEnergy, LLC presented the City with a proposed Guaranteed Maximum Price (GMP) in the amount of \$1,619,502.00, which Council approved;

Whereas, following the design of the project and during construction, City staff requested certain scope changes to the original proposed GMP;

Whereas, given the project delivery method, staff proceeded under the direction of the contract, however, due to scope changes, the cost of the project ultimately exceeded the proposed GMP;

Whereas, staff recommends approval of additional costs in an amount not to exceed \$52,696.83, due to the following scope changes:

- added additional access drive and pavement;
- increased canopy clearance;
- added security system;
- added wireless card reader capabilities;

Whereas, partial funding is available in Account No.351-2300-540-6310, Project No.100972; however staff is presenting an amendment to the fiscal year 2013-2014 budget to transfer additional needed funds from CNG Improvements to the above referenced account number; 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 change order to the construction contract with ZeitEnergy, LLC/Freese & Nichols, Inc., of Dallas Texas, after approval as to form by the City Attorney, for the construction of a compressed natural gas fueling station, in an amount not to exceed \$52,696.83 for the following scope changes:

- added additional access drive and pavement;
- increased canopy clearance;
- added security system;
- added wireless card reader capabilities.

Part 2: The City Council authorizes an amendment to the fiscal year 2013-2014 budget, substantially in the form of the copy attached hereto as Exhibit ‘A.’

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 20th day of **March**, 2014.

THE CITY OF TEMPLE, TEXAS

DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

Lacy Borgeson
City Secretary

Kayla Landeros
Acting City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

03/20/14
Item #7(J)
Consent Agenda
Page 1 of 1

DEPT./DIVISION SUBMISSION & REVIEW:

Gary Smith, Chief of Police

ITEM DESCRIPTION: Consider adopting a resolution authorizing the purchase of three (3) replacement motorcycles for the Police Department from Lone Star BMW of Austin in the amount of \$76,758.48.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: The Police Department seeks to replace 3 of the 2007 BMW Motorcycles due to mileage exceeding the 30,000 mile turn in and the predicted five to seven year replacement cycle.

FISCAL IMPACT: Funding in the amount of \$88,875 is available in account 110-5900-521-6213, project 101047, to fund the purchase of three (3) replacement motorcycles from Lone Star BMW of Austin in the amount of \$76,758.48.

ATTACHMENTS:

[Bid Tabulation Sheet](#)
[Resolution](#)

**Tabulation of Bids Received
on March 5, 2014 at 2:00 p.m.
BMW Police Motorcycles
Bid# 20-01-14**

		Bidders	
		Lone Star BMW	
		Austin, TX	
Description	Qty	Unit Price	Total Price
Bid Price	3	\$25,586.16	\$76,758.48
Acknowledged Addendum		Yes	
Delivery if more than 100 miles		Yes	
Exceptions		No	
Local Preference		No	
Credit Check Authorization		Yes	

Recommended for Council Award

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING THE PURCHASE OF THREE (3) REPLACEMENT MOTORCYCLES FOR THE POLICE DEPARTMENT FROM LONE STAR BMW, OF AUSTIN, TEXAS, IN THE AMOUNT OF \$76,758.48; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, due to mileage exceeding the 30,000 mile turn in and the predicted five to seven year replacement cycle, staff recommends the purchase of three (3) BMW Motorcycles from Lone Star BMW, of Austin, Texas in the amount of \$76,758.48;

Whereas, funding for the purchase of these three (3) replacement motorcycles from Lone Star BMW is appropriated in Account No. 110-5900-521-6213, Project No. 101047; 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 (3) BMW Motorcycles from Lone Star BMW of Austin, Texas in the amount of \$76,758.48.

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 these purchases.

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 20th day of **March**, 2014.

THE CITY OF TEMPLE, TEXAS

DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

Lacy Borgeson
City Secretary

Kayla Landeros
Acting City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

03/20/14
Item #7(K)
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Page 1 of 2

DEPT./DIVISION SUBMISSION & REVIEW:

Alan DeLoera, Information Technology Director

ITEM DESCRIPTION: Consider adopting a resolution authorizing the purchase of computer hardware during FY 2014 from Dell Marketing, LP of Round Rock, utilizing a State of Texas Department of Information Resources, in the estimated annual amount of \$102,000.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: The Information Technology Department currently has a PC, laptop and server replacement program that is funded through the Information Technology CIP funding to replace obsolete computer systems. Computers are in a 4 to 5 year replacement cycle. This cycle is based on the type of use (computing power needed) and overall age of the system. This replacement program was started in 2002 to ensure that we were running applications efficiently and effectively while also ensuring desktop and software applications were being supported under maintenance contracts. The Desktop PC Replacement Program will only cover current in-service PC's. If a new position is added or a program calls for an additional PC, software license or printer, this must be a newly budgeted item.

The City of Temple has chosen to standardize all hardware purchases with Dell PCs, laptops and servers. Our relationship with Dell has been very beneficial to the City and Dell equipment has proven to be reliable, supportable and cost competitive. Dell support offerings and service, in our experience, are un-matched by their competitors. Standardization is a key for any efficient support organization. It is not possible to support hardware from any and all vendors in a timely manner. As technical staff became familiar with specific hardware, they are able to diagnose and resolve issues more quickly. With each varying hardware model, software varies as well. It isn't practical to maintain software drivers and technical information for any offering on the market. Additionally, large PC manufacturers offer several models within their own products. Some are intended for the home market and others are for the corporate/business market. Business PCs generally consist of more standardized components that will be offered for a longer period of time. These components are tested specifically for use in network environments, and are certified by software developers to work well in those environments.

It is anticipated in FY 2014 that 50 desktop computers, 10 laptops, and 3 servers will be purchased. The desktops and laptops to be replaced are currently 5 years old as well as the servers. Dell Marketing LP has been awarded a State of Texas Department of Information Resources (DIR) contract. Staff is recommending the use of this contract for the purchases.

FISCAL IMPACT: A budget amendment is being presented for Council's approval to appropriate \$27,000 of Technology funds to account 351-1900-519-6218, project 101126, for the purchase of the servers, as well as, appropriation of \$75,000 for PC's and laptops into account 351-1900-519-22-21.

ATTACHMENTS:

[Budget Adjustment
Resolution](#)

FY 2014**BUDGET ADJUSTMENT FORM**

Use this form to make adjustments to your budget. All adjustments must balance within a Department.

Adjustments should be rounded to the nearest \$1.

			+		-	
ACCOUNT NUMBER	PROJECT #	ACCOUNT DESCRIPTION	INCREASE		DECREASE	
351-1900-519-62-18	101126	Computer Hardware	\$ 27,000			
351-1900-519-22-21		Capital < \$5,000 Computer Equipment	\$ 75,000			
351-0000-490-25-82		Transfer In- Desg Capital Proj Fund	\$ 102,000			
110-0000-351-09-43		Desg Capital Unallocated Tech Funds			102,000	
110-9100-591-81-51		Transfer Out- Desg Capital Proj Funds	102,000			
		Do Not Post				
TOTAL.....			\$ 306,000		\$ 102,000	

EXPLANATION OF ADJUSTMENT REQUEST - Include justification for increases AND reason why funds in decreased account are available.

Replacement Servers Project 101126 and the 2014 PC Replacement Program

DOES THIS REQUEST REQUIRE COUNCIL APPROVAL?

☐

Yes

☒

No

DATE OF COUNCIL MEETING

3/20/2014

WITH AGENDA ITEM?

☒

Yes

☐

No



Department Head/Division Director

3/20/2014

Date

☒

Approved

☐

Disapproved

Finance

Date

☐

Approved

☐

Disapproved

City Manager

Date

☐

Approved

☐

Disapproved

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING THE PURCHASE OF COMPUTER HARDWARE FROM DELL CORPORATION OF ROUND ROCK, TEXAS, UTILIZING A STATE OF TEXAS DEPARTMENT OF INFORMATION RESOURCES CONTRACT, IN THE ESTIMATED ANNUAL AMOUNT OF \$102,000; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the Information Technology Department currently has a PC, laptop and server replacement program that is funded through the Information Technology CIP funding to replace obsolete computer systems – this only covers current in-service PC's;

Whereas, computers are on a 4 to 5 year replacement cycle based on the type of use and overall age of the system – this replacement program was started to ensure applications were running efficiently and effectively while also ensuring desktop and software applications were being supported under maintenance contracts;

Whereas, the City's relationship with Dell Corporation has been very beneficial and Dell equipment, service and support has proven to be reliable, supportable and cost competitive;

Whereas, staff recommends authorizing the purchase of computer hardware from Dell Corporation of Round Rock, Texas, utilizing a State of Texas Department of Information Resources Contract, in the estimated annual amount of \$102,000;

Whereas, funds are available for this purchase, but an amendment to the fiscal year 2013-2014 budget needs to be approved to transfer funds to Account No. 351-1900-519-6218, Project No. 101126 for the purchase of the servers and to Account No. 351-1900-519-221, for the purchase of the PC's and laptops; 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 purchase computer hardware from Dell Corporation of Round Rock, Texas, utilizing a State of Texas Department of Information Resources Contract, in the estimated annual amount of \$102,000.

Part 2: The City Council approves an amendment to the fiscal year 2013-2014 budget, substantially in the form of the copy attached hereto as Exhibit 'A'.

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 **20th** day of **March**, 2014.

THE CITY OF TEMPLE, TEXAS

DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

Lacy Borgeson
City Secretary

Kayla Landeros
Acting City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

03/20/14
Item #7(L)
Consent Agenda
Page 1 of 1

DEPT./DIVISION SUBMISSION & REVIEW:

Gary O. Smith, Chief of Police

ITEM DESCRIPTION: Consider adopting a resolution authorizing the purchase of fifteen (15) mobile digital video systems from L-3 Mobile Vision utilizing the Houston-Galveston Area Council Interlocal Cooperative, HGAC contract, in the amount of \$80,715.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: The Police Department seeks approval to purchase mobile digital video systems to be installed in the (10) replacement vehicles that are in the budget, and to replace (5) units that are 15 and 16 years old. The digital video systems are the same videos we have been purchasing in the last 4 years. This system wirelessly downloads videos to a server which reducing the costs associated with purchasing these recording media. The system also provides for much quicker access to the recordings by officers, supervisors, and prosecutors, saving considerable time when incidents need to be reviewed, or are moving through the criminal justice system.

This purchase is being recommended utilizing a Houston-Galveston Area Council (HGAC) Cooperative contract #EF04-13. All contracts available through the HGAC Cooperative have been awarded by virtue of a public competitive procurement process compliant with state statutes.

FISCAL IMPACT: Currently, funding in the amount \$61,636 is available in account 110-2031-521-6213, project 101045, to fund ten (10) of the mobile digital video systems in the amount of \$53,810. A budget adjustment is being presented to Council appropriating funds in the amount of \$26,905 from Reserved for Seized Funds (Federal), account 110-0000-313-0330, to Capital Equipment/OCU Seized Funds, account 110-2031-521-6231, project 101085 to fund the five (5) replacement mobile digital video systems. .

ATTACHMENTS:

[Budget Adjustment
Resolution](#)

FY 2014

BUDGET ADJUSTMENT FORM

Use this form to make adjustments to your budget. All adjustments must balance within a Department.

Adjustments should be rounded to the nearest \$1.

+

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ACCOUNT NUMBER	PROJECT #	ACCOUNT DESCRIPTION	INCREASE		DECREASE	
110-2031-521-62-31	101085	Capital Equipment / OCU Seized Funds	\$ 26,905			
110-0000-313-03-30		Reserved for Seized Funds			26,905	
TOTAL.....			\$ 26,905		\$ 26,905	

EXPLANATION OF ADJUSTMENT REQUEST- Include justification for increases AND reason why funds in decreased account are available.

Seized funds are needed to purchase five (5) replacement mobile digital video systems from L-3 Mobile Vision. These five (5) replacement mobile digital video systems are being purchased in conjunction with the ten (10) mobile digital video systems that are being installed into for the 10 marked vehicles currently being purchased.

DOES THIS REQUEST REQUIRE COUNCIL APPROVAL?

☒ Yes☐ No

DATE OF COUNCIL MEETING

3/20/2014

WITH AGENDA ITEM?

☒ Yes☐ No

Department Head/Division Director

Date _____

☐ Approved
☐ Disapproved

Finance

Date _____

☐ Approved
☐ Disapproved

City Manager

Date _____

☐ Approved
☐ Disapproved

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING THE PURCHASE OF 15 MOBILE DIGITAL VIDEO SYSTEMS FROM L-3 MOBILE VISION UTILIZING THE HOUSTON-GALVESTON AREA COUNCIL INTERLOCAL COOPERATIVE, HGAC CONTRACT #EF04-13, IN THE AMOUNT OF \$80,715; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the Police Department seeks to purchase mobile digital video systems to be installed in 10 replacement police vehicles that are authorized in the fiscal year 2013-2014 budget, and replace 5 systems that are 15 -16 years old;

Whereas, the digital video systems wirelessly download videos to a server which reduces the costs associated with purchasing these recording media – the system also provides quicker access to the recordings when incidents need to be reviewed or are moving through the criminal justice system;

Whereas, staff recommends purchase of 15 mobile digital video systems from L-3 Mobile Vision, in the amount of \$80,715 utilizing a Houston-Galveston Area Council Interlocal Cooperative (HGAC) contract (contract # EF04-13) for this purchase – all contracts available through the HGAC contract have been awarded by virtue of a public competitive procurement process compliant with state statutes;

Whereas, funds are available in Account No. 110-2031-521-6213, Project No 101045 to fund 10 of the mobile digital systems and a budget amendment needs to be approved to transfer additional funds into the same account for the remaining 5 replacement mobile digital systems; 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 15 mobile digital video systems from L-3 Mobile Vision utilizing the Houston-Galveston Area Council Interlocal Cooperative contract (contract # EF04-13), in the amount of \$80,715.

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: The City Council authorizes an amendment to the fiscal year 2013-2014 budget, substantially in the form of the copy attached hereto as Exhibit ‘A.’

Part 4: 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 **20th** day of **March**, 2014.

THE CITY OF TEMPLE, TEXAS

DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

Lacy Borgeson
City Secretary

Kayla Landeros
Acting City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

03/20/14
Item #7(M)
Consent Agenda
Page 1 of 2

DEPT./DIVISION SUBMISSION & REVIEW:

Brynn Myers, Assistant City Manager
Sandra Esqueda, Acting Director of Human Resources

ITEM DESCRIPTION: Consider adopting a resolution authorizing a consulting agreement with Gallagher Benefit Services, Inc. through September 30, 2015, for employee benefits consulting services in the amount of \$3,460 per month (\$41,520 per year).

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: Staff has worked closely with SAI-CCBS, subsequently consolidated into Gallagher Benefit Services, Inc. ("Gallagher"), over the past nine years on health insurance, dental insurance, retiree insurance, long term disability insurance, life insurance, Section 125 insurances, GASB 45 compliance issues and the Patient Protection Affordable Care Act (PPACA). Gallagher has provided invaluable guidance in these areas over the years. Gallagher has extensive knowledge of our past claims data as well as our organizational goal in regard to Health Management. They have provided the City with sound guidance and best practice recommendations for the past nine years. As such, staff recommends continuing to obtain these services from this firm.

As outlined in the attached Consulting Agreement, Gallagher will continue to monitor the City's claims experience, will help staff administer benefits contracts, and will provide legislative compliance support. As negotiated into the agreement, Gallagher will assist in developing an on-line enrollment platform for employee insurance, which will be an enhancement to services already obtained.

The new agreement will become effective April 1, 2014, and will continue until September 30, 2015. The agreement will be renewable annually thereafter upon mutual agreement between the City and Gallagher.

FISCAL IMPACT: Funding for FY 2014 services in the amount of \$20,760 is available in account 110-2700-515-2616, 240-4400-551-2616, 292-2910-534-2616, and 520-5000-535-2616. Detail of the allocation of the professional services for FY 2014 is shown below.

Professional Services Description	Account #	Amount
Employee Benefits Consulting	110-2700-515-2616	\$17,479.20
Employee Benefits Consulting	240-4400-551-2616	\$394.44
Employee Benefits Consulting	292-2910-534-2616	\$373.68
Employee Benefits Consulting	520-5000-535-2616	\$2,511.96
Total Employee Benefits Consulting		\$20,760

Staff will recommend funding in the FY 2015 budget for FY 2015 funding requirements related to this agreement.

ATTACHMENTS:

[Consulting Agreement
Resolution](#)

CONSULTING AGREEMENT

This Consulting Agreement (this “Agreement”) is made by and between Gallagher Benefit Services, Inc., a Delaware corporation (“GBS”) and the City of Temple (the “Client”).

The Client wishes to enter into a consulting relationship with GBS with the terms and conditions set forth in this Agreement, and GBS is willing to accept such a consulting relationship.

In consideration of and in reliance upon the previous paragraph and the terms and conditions contained in this Agreement, the Client and GBS agree as follows:

1. *Engagement*

The Client engages GBS as an employee benefits consultant as stated in this Agreement and GBS accepts this engagement. During the time that GBS is performing services for the Client under this Agreement, and for all purposes outlined in this document, GBS’ status will be that of an independent contractor of the Client.

2. *Term and Termination*

The Effective Date of this Agreement is April 1, 2014. The term of GBS’ engagement under this Agreement will begin as of the Effective Date and will remain in effect until September 30, 2014 (the “Initial Consulting Period”). The Consulting Agreement time period will then move to October 1, 2014 (the “New Effective Date”) to coincide with the Client’s fiscal year, and will remain in effect for one (1) year from the New Effective Date (the “Consulting Period”). **The Consulting Period will be automatically extended for an additional year on each anniversary of the New Effective Date based on mutually agreed terms and conditions by both parties to this Agreement.** Either party may terminate this Agreement by giving the other party at least thirty (30) days written notice of its intent to terminate. In the event such termination is effective during the Consulting Period (including any renewed Consulting Period) and after GBS has completed the competitive proposal/bid process or in lieu of any renewal negotiation and process in accordance with this Agreement, the Client will be obligated to pay GBS the sum of the compensation due for all services satisfactorily completed by GBS as of the effective date of termination. The Client reserves the right to withdraw from this Agreement if its governing body fails to appropriate funds necessary for the satisfaction of its contractual obligation, however in the case funds are not appropriated Client shall still be obligated to compensate GBS for all services satisfactorily completed by GBS as of the date notice of non-appropriation is received.

3. *Services*

GBS will provide employee benefits management consulting services to the Client and consult with its employees, representatives, agents and contractors as to such matters as more fully described in Exhibit A attached to this Agreement and incorporated herein. GBS will perform other services as the Client and GBS mutually agree in writing.

4. *Compensation*

Subject to any changes as may be mutually agreed by the parties, GBS will receive, as compensation for its services under this Agreement, fees in the amount of \$41,520.00 per year, which amount will be billed in equal installments of \$3,460.00 and paid on a monthly basis. For the initial consulting period (April 1, 2014 through September 30, 2014) the compensation will be \$3,460.00 per month. For the Consulting Period October 1, 2014 through September 30, 2015 the compensation will be billed in equal monthly installments of \$3,460.00 per month.

For additional information regarding GBS compensation, please see our revenue disclosure policy and schedule set forth in Exhibit B.

In the event an insurance company cancels or refuses to renew an insurance coverage that had been placed by GBS, on behalf of the Client, GBS will use its best efforts to obtain appropriate replacement coverage from another insurance company.

5. *Performance and Scope*

(a) GBS Not a Fiduciary Under ERISA. To the extent that one or more of the Client's employee benefit plans are subject to the Employee Retirement Income Security Act, as amended (ERISA) and in spite of any other provision of this Agreement to the contrary, the parties agree and acknowledge that:

(i) GBS' services under this Agreement are not intended in any way to impose on GBS or any of its affiliates a fiduciary status under the Employee Retirement Income Security Act of 1974, as amended ("ERISA"); and

(ii) this Agreement does not provide GBS, and the Client will not cause or permit GBS to assume, without prior written consent of GBS, any:

(A) discretionary authority or discretionary control respecting management of any "employee benefit plan" within the meaning of Section 3(3) of ERISA (an "ERISA Plan"),

(B) authority or control respecting management or disposition of the assets of any ERISA Plan, or

(C) discretionary authority or discretionary responsibility in the administration of any ERISA Plan.

(b) Reliance. In the performance of its duties, GBS may rely upon, and will have no obligation to independently verify the accuracy, completeness, or authenticity of, any written instructions or information provided to GBS by the Client or its designated representatives and reasonably believed by GBS to be genuine and authorized by the Client.

(c) No Practice of Law. GBS will not be obligated to perform, and the Client will not request performance of, any services which may constitute unauthorized practice of law. The Client will be solely responsible for obtaining any legal advice, review or opinion as may be necessary to ensure that its own conduct and operations, including the engagement of GBS under the scope and terms as provided herein, conform in all respects with applicable State and Federal laws and regulations (including ERISA, the Internal Revenue Code, State and securities laws and implementing regulations) and, to the extent that the Client has foreign operations, any applicable foreign laws and regulations.

(d) Subcontractors. GBS may cause another person or entity, as a subcontractor of GBS, to provide some of the services required to be performed by GBS hereunder; provided, that GBS shall remain responsible for all acts and omissions of any such subcontractors (each of which shall be bound by GBS' obligations under this Agreement). GBS shall seek prior written approval from Client for any subcontractors providing substantive consulting, professional or managerial services. Prior written approval shall not be required for clerical, office, secretarial, IT back-up, administrative or similar support services.

(e) Conflict of Interest. GBS' engagement under this Agreement will not prevent it from taking similar engagements with other clients who may be competitors of the Client. GBS will, nevertheless, exercise care and diligence to prevent any actions or conditions which could result in a conflict with Client's best interest.

(f) Acknowledgements. In connection with GBS' services under this Agreement, Client agrees that:

(i) Although GBS will apply its professional judgment to access those insurance companies it believes are best suited to insure the Client's risks, there can be no assurance that the insurance companies GBS has accessed are the only or are the best suited ones to insure the Client's risks.

(ii) Any compensation of the types described above and disclosed to it does not constitute a conflict of interest and the Client expressly waives any claims alleging any such conflict of interest.

(iii) The final decision to choose any insurance company has been made by the Client in its sole and absolute discretion. The Client understands and agrees that GBS does not take risk, and that GBS does not guarantee the financial solvency or security of any insurance company.

(iv) The compensation payable to GBS is solely for the services set forth under this Agreement, including Exhibit A. Any additional administrative, claims representative or other services (collectively, "Additional Services") will be governed by the terms of a separate agreement covering the Additional Services.

(v) The Client is responsible for immediate payment of GBS' fees (if applicable) and payment of premiums for all insurance placed by GBS on Client's behalf. If any amount is not paid in full when due, including premium payments to insurance companies, that nonpayment will constitute a material breach of this Agreement that will allow GBS to immediately terminate this Agreement, at its option, without notice to the Client, and may allow an insurance company for the Client's risks to cancel any applicable policies in accordance with the terms of such policies.

6. Confidentiality

(a) Client Information. GBS recognizes that certain confidential information may be furnished by the Client to GBS in connection with its services pursuant to this Agreement ("Confidential Information"). GBS agrees that it will disclose Confidential Information only to those who, in GBS' reasonable determination, have a need to know such information. Confidential Information will not include information that (i) is in the possession of GBS prior to its receipt of such information from the Client, (ii) is or becomes publicly available other than as a result of a breach of this Agreement by GBS, or (iii) is or can be independently acquired or developed by GBS without violating any of its obligations under this Agreement. However, disclosure by GBS of any Confidential Information pursuant to the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction, judicial or administrative agency or by a legislative body or committee will not constitute a violation of this Agreement.

(b) HIPAA Privacy. In spite of Section 6(a) above, GBS and the Client will each comply with any prohibitions, restrictions, limitations, conditions, or other requirements to the extent they apply to them directly or indirectly pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulation concerning privacy of individually identifiable health information as set forth in 45 CFR Parts 160-164, as amended from time to time. Where required, the Client, as a representative of the health plans and GBS will enter into a separate Business Associate Agreement.

(c) Use of Names; Public Announcements. No party will use, in any commercial manner, the names, logos, trademarks or other intellectual property of the other party without its prior written

consent. Except as may be required by law, no party will issue any press releases or make any public announcements of any kind regarding the relationship between the parties without the other party's prior consent.

7. *Indemnification Rights and Limitation of Liability*

(a) Indemnification. In performing its obligations under this Agreement, GBS neither insures nor underwrites the liability of the Client's plan. GBS shall have no duty or obligation to defend against any legal action or proceeding brought to recover a claim for plan benefits or any causes of actions for expenses or liabilities incident to the plan. GBS shall, however, make available to Client and its counsel, evidence relevant or related to such action or proceeding as GBS may have as a result of performing services on behalf of Client. GBS shall promptly notify the Client or its designated legal counsel in writing of any legal actions that involve the plan or Client. Furthermore, GBS will promptly defend, indemnify, and hold Client harmless from and against any and all claims, suits, actions, liabilities, losses, expenses, or damages which Client may incur as a result of any violation by GBS of any law, or any loss or expense to the Client caused by the misrepresentation, negligent act or omission or any breach of any GBS's obligations under this Agreement.

(b) Limitation of Liability. Notwithstanding any other term or provision of this Agreement, each party shall only be liable for actual damages incurred by the other party, and shall not be liable for any indirect, consequential or punitive damages. Furthermore, the aggregate liability under this Agreement, if any, of either party to the other for claimed losses or damages shall not exceed \$20,000,000. This provision applies to the fullest extent permitted by applicable law. Nothing in this paragraph shall be interpreted as a waiver by the Client of any right of sovereign immunity Client may be entitled to assert under the law and Client expressly retains all rights of sovereign immunity to which it may be entitled.

8. *Notices*

Any notices, requests and other communications pursuant to this Agreement will be in writing and will be deemed to have been duly given, if delivered in person or by courier or sent by express, registered or certified mail, postage prepaid, addressed as follows:

If to the Client:	City of Temple Attention: David Blackburn 2 North Main Street Temple, Texas 76501
If to GBS:	Gallagher Benefit Services, Inc. Attention: Burke O. Sunday 245 Commerce Green Blvd., Suite 290 Sugar Land, Texas 77478

Either party may, by written notice to the other, change the address to which notices to such party are to be delivered or mailed.

9. *Miscellaneous*

(a) Severability. The various provisions and subprovisions of this Agreement are severable and if any provision or subprovision or part thereof is held to be unenforceable by any court of competent jurisdiction, then such enforceability will not affect the validity or enforceability of the remaining provisions or subprovisions or parts thereof in this Agreement.

(b) Entire Agreement; Amendment. This Agreement, including all exhibits hereto, constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether oral or written, between the parties regarding the subject matter hereof. Except for changes in carriers and/or lines of coverage noted in Exhibit B which may occur upon unilateral approval of the Client, this Agreement may be modified or amended only by a written instrument executed by both parties.

(c) Governing Law; Rule of Construction. This Agreement will be construed, interpreted and enforced in accordance with the laws of the State of Texas without giving effect to the choice of law principles thereof or any canon, custom or rule of law requiring construction against the drafter.

(d) Successors. This Agreement shall be binding upon and shall inure to the benefit of all assigns, transferees and successors in the interest of the parties hereto.

(e) Counterparts. This Agreement may be executed by the parties in several counterparts, each of which shall be deemed to be an original copy.

(f) Survival of Provisions. Sections 2, 4, 6 and 7 will survive the termination of this Agreement.

**[The remainder of this page intentionally left blank.
The parties' signatures appear on the following page.]**

IN WITNESS WHEREOF, the parties hereto have caused this Consulting Agreement to be duly executed on the date first written above.

CITY OF TEMPLE

By: _____

Name: David Blackburn

Title: City Manager

Date: March 20, 2014

GALLAGHER BENEFIT SERVICES, INC.

By: _____

Name: Burke O. Sunday

Title: Branch Manager/Consultant

Date: March 20, 2014

EXHIBIT A SCOPE OF SERVICES

Subject to any changes and additions as may be mutually agreed by the parties in writing, availability and delivery of data from the insurance carrier and other third party vendors, GBS will provide the following services for the Client's Medical/Rx Plan, Dental Plan, Life/AD&D Plan, Long Term Disability Plan, Section 125 Flexible Spending Account Administration, and Web Based Benefit Administration:

CONSULTING SERVICES PROVIDED ON AN "AS NEEDED" BASIS

PLAN REVIEW AND COST RENEWAL ANALYSIS:

- Review and evaluate carrier projections
- Provide GBS renewal projection
- Coordinate carrier negotiations
- Create employee contribution modeling reports
- Review identified benchmarks of projected plan costs
- Assist with budget projections
- Provide renewal alternatives with cost impact of benefit plan changes

PERIODIC PLAN FINANCIAL REPORTS: [BASED ON AVAILABILITY OF REPORTING BY CURRENT CARRIER]

- Analysis of actual vs. budget
- Employee contributions
- Large claims tracking
- Utilization review
- Comparison to prior claim period
- Plan trends

ANNUAL FINANCIAL REPORTS (END OF YEAR ACCOUNTING): [BASED ON AVAILABILITY OF REPORTING BY CURRENT CARRIER]

- Executive summary of program expenses
- Comparison of current costs to renewal costs
- Incurred But Not Reported (IBNR) claims analysis (If self-funded)[Additional cost applies if "certified" report required]
- Overview of specific Stop-loss projections (If self-funded)
- Percent of benefit dollars paid by employee
- Claims by size
- Physician visit details
- Benefits paid by type of service
- Plan funding/budget comparison
- Fixed expense comparison

LEGISLATIVE AND CORPORATE COMPLIANCE SUPPORT:

- Provide legislative updates, including Technical Bulletins and Directions newsletters
- Evaluate plan design to assist with compliance with state and federal regulations
- Review benefit plan documents, including summary plan descriptions, contracts, employee summaries, and policies/procedures
- Conduct periodic reviews on regulatory issues
- Assist with the review and evaluation of COBRA and HIPAA compliance procedures

- Provide general information and guidance to assist with compliance with FMLA, Medicare Part D and other Federal legislation that directly affects the administration of plan benefits
- Provide template or sample compliance notices

•

CARRIER MARKETING AND NEGOTIATIONS, AS DIRECTED BY CLIENT:

- Work with Client to develop a strategy to identify goals, analyze program costs and review both current and alternative funding arrangements
- Manage the renewal process with the current carrier to control costs
- Implement carrier renewal strategies with Client
- Develop timeline covering every aspect from RFP preparation to the delivery of employee communications
- Provide analysis of employee disruption report and preparation of geo-access report
- Provide analysis of discounts offered by various carriers by using CPT codes and carrier pricing data
- Manage RFP development that tailors the RFP to the desires, needs and financial directions provided by Client
- Explore alternative funding solutions
- Evaluate vendor responses to track variations in coverage and costs as they are identified
- Conduct finalist interviews (as necessary) to investigate and document intangibles such as personalities, service orientation and responsiveness
- Draft renewal analysis report, based on renewal negotiation, covers program and claims cost projections as well as complete information on benefit designs
- Facilitate decision process by coordinating close collaboration and discussions among the GBS team and Client

COMMUNICATION MATERIALS:

- Assist in redefining and development of employee communication strategy – to include use of GBS communication materials, carrier communication materials, and or outside vendor communication materials.
- Assist with the drafting and distribution of Open Enrollment-New Member Orientation summary information and any other communications pertaining to the health and welfare program (if Client elects recommended Benefits Administrator and Enrollment site vendor)
- Provide annual open enrollment guidance in conjunction with recommended Benefits Administrator and Enrollment site vendor
- Assist with marketing and oversight of Customized Enrollment Materials (if Client elects to use GBS vendor) [Additional cost may apply]

BENEFIT ADMINISTRATION:

- Periodic evaluation of internal plan enrollment and benefit termination processes
- Help identify opportunities for streamlining and improving administration procedures
- Position Client with Benefit Administration developer
 - Facilitate development of Web Based Benefit Administration and Enrollment site
 - Work with Web Based Administrator and Client to maintain site
- Assist Client in administrative issues with Carriers and or Vendors

MARKET BENCHMARKING STUDIES:

- GBS Benchmarking Surveys
- Industry Surveys

BENEFIT PLAN DESIGN (OR REDESIGN):

- Help Client identify business and HR objectives that impact benefits
- Review with Client possible benefit strategies to meet their objectives
- Help Client evaluate/review current scope of benefits package – e.g., types & levels of coverage
- Work with Client to develop funding and contribution strategies
- Assist with budget projections for design alternatives

EXHIBIT B COMPENSATION DISCLOSURE STATEMENT

What follows is the disclosure of our actual fees and/or commissions related to Client's Group Health Plan(s) and any relationships, or agreements GBS has with the insurance company involved in this transaction. GBS as agent of record, will receive the following initial and renewal sale commissions expressed as percentage of gross premium payments, or fees as agreed upon by Client:

Line of Coverage	Insurance Company	Effective Date	Commission ¹ / Supplemental Compensation ²	Direct Fees ³
Consulting Fee	N/A	04/01/2014		\$41,520.00
Medical	Scott & White Health Plan	10/01/2013	0% / \$6,000 Per Group	
Dental	MetLife	10/01/2013	0% / 1.25% up to \$400,000 cap per client	
Life/AD&D	MetLife	10/01/2013	0% / 1.25% up to \$400,000 cap per client	
LTD	MetLife	10/01/2013	0% / 1.25% up to \$400,000 cap per client	

It should also be noted that:

- **GBS** is not an affiliate of the insurer whose Contract is recommended. This means the insurer whose contract is recommended does not directly or indirectly have the power to exercise a controlling influence over the management or policies of **GBS**.
- **GBS'** ability to recommend other insurance contracts is not limited by an agreement with the Insurance Carrier.
- **GBS** is effecting the transaction for the Plan(s) in the ordinary course of **GBS business**.
- The transaction set forth is at least as favorable to the Plan(s) as an arm's length transaction with an unrelated party.
- **GBS** is not a trustee of the Plan(s) and is neither the Plan Administrator of the Plan(s), a fiduciary of the Plan(s), nor an employer which has employees in the Plan(s).

For Employers and Plan Sponsors Subject to ERISA: This Disclosure Statement is being given to the Client (1) to make sure Client knows about GBS' and GBS affiliates' income before purchasing the insurance product and (2) for plans subject to ERISA, to comply with the disclosure, acknowledgment and approval requirement of Prohibited Transaction Class Exemption No. 84-24⁴, which protects both Client and GBS⁵. Disclosure must be made to an independent plan fiduciary for the ERISA Plan(s), and Client acknowledges and confirms that this is a reasonable transaction in the best interest of participants in its ERISA Plan(s).

For more information on Gallagher's compensation arrangements, please visit www.ajg.com/compensation. In the event a client wishes to register a formal complaint regarding compensation Gallagher receives, please send an email to Compensation_Complaints@ajg.com or send a letter to: AVC Compliance Officer, c/o Internal Audit Department, Arthur J. Gallagher & Co., Two Pierce Place, Itasca, IL 60143.

¹ Commissions include all commissions/fees paid to GBS that are attributable to a contract or policy between a plan and an insurance company, or insurance service. This includes indirect fees that are paid to GBS paid by a third party, and includes, among other things, the payment of "finders' fees" or other fees to GBS for a transaction or service involving the plan.

² Gallagher companies may receive supplemental compensation referred to in a variety of terms and definitions, such as contingent commissions, additional commissions and supplemental commission.

³ Direct Fees include compensation to GBS paid for directly by the plan sponsor.

⁴ Which allows an exemption from a prohibited transaction under Section 408(a) of the **Employee Retirement Income Security Act of 1974 (ERISA)**.

⁵ In making these disclosures, no position is taken, nor is one to be inferred, regarding the use of assets of a plan subject to ERISA to purchase such insurance.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A CONSULTING AGREEMENT WITH GALLAGHER BENEFIT SERVICES, INC., FOR EMPLOYEE BENEFITS CONSULTING SERVICES THROUGH SEPTEMBER 30, 2015, IN THE ANNUAL AMOUNT OF \$41,520 (\$3,460 PER MONTH); AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, over the past nine years, staff has worked closely with SAI-CCBS, subsequently consolidated into Gallagher Benefit Services, Inc. (Gallagher) on health insurance, dental insurance, retiree insurance, long term disability insurance, life insurance, Section 125 insurances, GASB 45 compliance issues and the Patient Protection Affordable Care Act;

Whereas, Gallagher has provided invaluable guidance in these areas over the past nine years and has extensive knowledge of the City's past claims data as well as organizational goals with regard to health management;

Whereas, staff recommends continuing this relationship with Gallagher as they will continue to monitor the City's claims experience, will help staff administer benefits contracts, will provide legislative compliance support and will assist in developing an on-line enrollment platform for City employee insurance;

Whereas, this consulting agreement will be effective beginning April 1, 2014 and will continue until September 30, 2015, with the option to renew annually upon approval of both parties;

Whereas, funding is available in Account Nos. 110-2700-515-2616, 240-4400-551-2616, 292-2910-534-2616 and 520-5000-535-2616;

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 consulting agreement with Gallagher Benefit Services, Inc., after approval as to form by the City Attorney, for employee benefits consulting services in an annual amount of \$41,520 (\$3,460 per month).

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 **20th** day of **March**, 2014.

THE CITY OF TEMPLE, TEXAS

DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

Lacy Borgeson
City Secretary

Kayla Landeros
Acting City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

03/20/14
Item #7(N)
Consent Agenda
Page 1 of 2

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 professional services agreement with Turley Associates, Inc. of Temple for services required to design Westfield Boulevard from Prairie View Road to Airport Road in an amount not to exceed \$412,209.64.

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 Westfield Boulevard from Prairie View to Airport Road (Phase 2) is identified as a project for FY 2018 to FY 2020. Recent development activity within the area indicates that acceleration of the timetable for this project is warranted. As discussed during recent workshops, staff has solicited a proposal for professional engineering services. The engineer's opinion of probable cost for the project is approximately \$3,150,000.

Along with the extension of the roadway, traffic signal improvements at the intersections with Prairie View Road and Airport Road will be required. No extension of water or wastewater infrastructure is currently proposed.

Per the attached engineering proposal, specific tasks are broken down as follows:

Design Surveys	\$ 12,366.29
Preliminary Design	\$ 86,564.02
Final Design	\$164,883.85
Bidding	\$ 12,366.29
Construction Administration	\$ 16,488.39
Construction Inspection	\$ 49,465.16
Construction Staking	<u>\$ 70,075.64</u>
TOTAL ENGINEERING / SURVEYING COST	<u>\$412,209.64</u>

FISCAL IMPACT: Currently, funds in the amount of \$248,169 are available in account 365-3400-531-6859, project 100970, to partially fund the professional services agreement with Turley Associates, Inc. in the amount of \$412,209.64. Council is being presented a budget adjustment in the amount of \$164,041 to appropriate the remaining portion needed in the amount of \$164,041 from Capital – Special Projects / Contingency Fund, account 365-3400-531-6532 to Westfield Blvd Improvements, account 365-3400-531-6859, project 100970.

ATTACHMENTS:

[Budget Adjustment](#)
[Engineer's Proposal](#)
[Opinion of Probable Costs](#)
[Map of Project Location](#)
[Resolution](#)

FY **2014****BUDGET ADJUSTMENT FORM**

Use this form to make adjustments to your budget. All adjustments must balance within a Department.

Adjustments should be rounded to the nearest \$1.

+

-

ACCOUNT NUMBER	PROJECT #	ACCOUNT DESCRIPTION	INCREASE	DECREASE
365-3400-531-68-59	100970	Westfield Blvd Improvements	\$ 164,041	
365-3400-531-65-32		Capital Special Projects / Contingency		164,041
TOTAL.....			\$ 164,041	\$ 164,041

EXPLANATION OF ADJUSTMENT REQUEST- Include justification for increases AND reason why funds in decreased account are available.

To appropriate additional funds needed to fund the professional services agreement with Turley Associates, Inc. in the amount of \$412,209.64 for the Westfield Boulevard (Prairie View Road to Airport Road).

DOES THIS REQUEST REQUIRE COUNCIL APPROVAL?

☒

Yes

☐

No

DATE OF COUNCIL MEETING

3/20/2014

WITH AGENDA ITEM?

☒

Yes

☐

No

Department Head/Division Director

Date

☐

Approved

☐

Disapproved

Finance

Date

☐

Approved

☐

Disapproved

City Manager

Date

☐

Approved

☐

Disapproved



TURLEY ASSOCIATES, INC.

301 NORTH THIRD STREET • TEMPLE, TEXAS 76501 • (254) 773-2400
F-1658 FAX • (254) 773-3998

February 24, 2014

City of Temple
Attn: Nicole Torralva, P.E.
3210 East Avenue H, Bldg. A
Temple, TX 76501

RE: Proposal for Design and Surveying Services for North Westfield Boulevard Extension

Dear Ms. Torralva,

Turley Associates, Inc. is pleased to submit the following proposal for the Extension of Westfield Boulevard to the north between Prairie View and Highway 36. I have outlined the tasks to be included below:

- A. Phase 1 Design Services – 30% Completion
 - 1. Right of Way
 - a. Some portions of right of way will need to be acquired along this extension. Field notes and drawings will be prepared as necessary.
 - 2. Design Survey
 - a. Survey crew will visit site to gather elevation data. Any structures, fences or other improvements across the property will also be recorded by the survey crew.
 - 3. Geo-Tech Report
 - a. We will execute a contract with a licensed Geotechnical firm to complete borings along the roadway and provide pavement design recommendations.
 - 4. Environmental Report
 - a. We will execute a contract with a professional Environment firm to complete a Phase 1 Environmental Site Assessment.
 - 5. Archaeological Report
 - a. We will execute a contract with a professional Archaeological firm to complete a site archaeological report.
 - 6. Analyze Pre/Post Drainage
 - a. We will complete a pre and post drainage analysis for the project.
 - b. Preliminary sizing will be completed for box culverts.
 - 7. Utility Design
 - a. Preliminary utility design will be completed to show location of sleeves.
 - 8. Plan & Profiles
 - a. Plan and profiles will be completed for all 3800 L.F. of roadway.
 - b. Profiles will show road alignment, vertical alignment and preliminary locations of box culverts.
 - 9. TxDOT
 - a. Coordinate meetings with TxDOT staff to discuss connection of roadway to Highway 36 and signalization.
 - 10. Submittal
 - a. Submit 30% complete plans to City of Temple to review and discuss.

- B. Phase 2 Design Services – 70% Completion
 - 1. Pre/Post Drainage
 - a. Complete drainage analysis for box culverts and inlet design.
 - b. Prepare drainage report and drawings to submit to staff for review.
 - 2. Utility design
 - a. Complete utility design for water and sewer future sleeves.
 - 3. Plan & Profiles
 - a. Complete plan and profile drawings to include all roadway items, utilities, and drainage. Submit for review and address comments as necessary.
 - 4. Signalization
 - a. Execute contract with sub-contractor to complete a signalization plan for both Prairie View and Highway 36 intersections.
 - b. Coordinate with TxDOT on plan.
 - c. Coordinate with City staff on plan.
 - 5. Prairie View Intersection
 - a. Coordinate with City staff on completing the intersection of Prairie View and Westfield Boulevard.
 - b. Complete plan & profiles showing transitions from existing pavement into future intersection.
 - 6. Lighting
 - a. Coordinate with Oncor on new street plan and lighting requirements.
 - b. Coordinate with City staff on new lighting, location and type of poles.
 - 7. Engineer's Opinion of Probable Cost
 - a. We will complete an opinion of probable cost to submit to the City.
- C. Bidding/Construction Phase Services
 - 1. Bid tabulations/Quantities
 - a. Quantities will be calculated for project.
 - b. A set of bid tabulations will be submitted to purchasing.
 - c. A digital set of plans will be submitted to purchasing.
 - 2. Pre-bid
 - a. Turley Associates, Inc. will attend pre-bid meeting.
 - b. Agenda will be provided and notes from the meeting will be prepared.
 - 3. Bid Opening
 - a. We will attend the bid opening and prepare bid tabulations based on bids received.
 - b. Review bid tabulation for any erroneous calculations.
 - 4. Pre-Construction
 - a. Prepare agenda item for pre-construction meeting.
 - b. Review with contractor plans and expectations for project.
 - 5. Submittal/Pay Applications
 - a. All submittals will be reviewed for compliance to plan set and City specifications.
 - b. Contractor pay applications will be reviewed to confirm all work has been completed as show on pay application.
 - c. We will forward both items to City once approved.
 - 6. Construction Surveying
 - a. Complete construction surveying as needed by the contractor.
 - b. All construction staking will be done once. Any re-stakes will be billed to contractor directly.
 - c. Cut sheets will be provided to the contractor.
 - d. Benchmarks will be established on-site.

7. Inspection Services

- a. A representative from Turley Associates, Inc. will make daily inspections in the morning and afternoon. Notes will be made of daily progress and record any issues on-site. Weekly reports will be issued to the City discussing progress for the week.
- b. Inspector will be present for all testing done on-site.

8. Close-Out

- a. Once construction has been substantially completed, a final site observation will be performed and a punch list will be issued.
- b. Once all punch list items have been addressed, as-builts will be completed based on construction plan changes noted on inspection plans.
- c. Once all items have been completed, Turley Associates, Inc. will issue a recommendation of acceptance letter to the City.

Our professional fee to complete this project as listed above will be: \$412,209.64

Per the engineering proposal, specific tasks are broken down as follows:

Design Survey:	\$ 12,366.29
Preliminary Design:	\$ 86,564.02
Final Design:	\$164,883.85
Bidding:	\$ 12,366.29
Construction Admin:	\$ 16,488.39
Construction Inspection:	\$ 49,465.16
Construction Staking:	\$ 70,075.64


Turley Associates, Inc. will coordinate with the City of Temple staff during each stage of the design process. Once all parties have agreed on a layout and design, Turley Associates, Inc. will proceed with the next step. If changes are requested after approval from both parties, these will be completed on an hourly basis.

Additional items not shown above but can be provided at an hourly rate are shown below:

- Detention pond design
- Sewer line design
- Waterline design/extension
- Wetland assessment
- Endangered species assessment
- Acquisition services
- Trench safety plan
- SWPPP
- Irrigation design
- Landscaping design

Submitted:

TURLEY ASSOCIATES, INC.


Victor D. Turley, P.E., R.P.L.S.
President

VDT/sb



TURLEY ASSOCIATES, INC.

301 NORTH THIRD STREET • TEMPLE, TEXAS 76501 • (254) 773-2400
F-1658 FAX • (254) 773-3998

February 24, 2014

City of Temple
Attn: Nicole Torralva, P.E.
3210 East Avenue H, Bldg. A
Temple, TX 76501

RE: North Westfield Boulevard Extension

Dear Ms. Torralva:

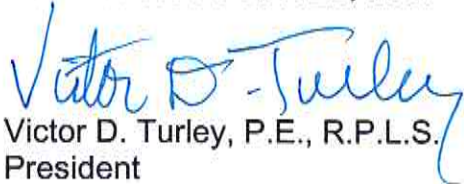
Turley Associates, Inc. appreciates the opportunity to submit this proposal for professional services associated with the design and construction of approximately 3800 linear feet of roadway design for Westfield Boulevard between Prairie View and Highway 36 in Temple, Texas. There is also 400 linear feet of roadway design for Prairie View at the intersection of Westfield Boulevard and Prairie View Road.

Based upon a phone discussion with Mr. Bond, P.E., City Engineer and Mr. Wilson, P.E., Project Engineer on February 6, 2014, we understand that currently the project will consist of extending Westfield Boulevard from Prairie View to Highway 36. This will consist of approximately 3800 linear feet of roadway design. Within that 3800 linear feet, we will also have drainage design, box culverts, inlets and pipes, sidewalk and ADA ramps, sewer/water sleeve's, irrigation sleeves, pedestrian rails, signalization and street lighting. Our scope will be divided into three (3) phases. Phase 1 is 30% plan design. Phase 2 will be the remaining 70% plan design and Phase 3 will be construction phase services.

A detailed description of these services along with our professional fee is attached.

We appreciate the opportunity to submit this proposal and look forward to working with the Engineering staff in the development of this project.

Sincerely,
TURLEY ASSOCIATES, INC.


Victor D. Turley, P.E., R.P.L.S.
President

VDT/sb



HIGHWAY 36



WESTFIELD BLVD

North Gate

B.I.S.D.

PRAIRIE VIEW ROAD



RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH TURLEY ASSOCIATES, INC., OF TEMPLE, TEXAS, FOR SERVICES REQUIRED TO DESIGN WESTFIELD BOULEVARD FROM PRAIRIE VIEW ROAD TO AIRPORT ROAD, IN AN AMOUNT NOT TO EXCEED \$412,209.64; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the City of Temple has adopted a Transportation Capital Improvement Program (TCIP) in which Westfield Boulevard from Prairie View to Airport Road (Phase II) is identified as a project for fiscal year 2018 to fiscal year 2020;

Whereas, recent development activity within the area indicates that acceleration of the timetable for this project is warranted – therefore staff has solicited a proposal for professional engineering services;

Whereas, Turley Associates, Inc. has submitted a proposal for the provision of professional engineering services on this project – Turley Associates, Inc. has estimated the engineering costs to be an amount not to exceed \$412,209.64;

Whereas, along with the extension of the roadway, traffic signal improvements at the intersections with Prairie View Road and Airport Road will be required – no extension of water or wastewater infrastructure is currently proposed;

Whereas, funds are available for this project, however a budget adjustment is being presented to Council to transfer these funds into the Westfield Boulevard Improvements Account No. 365-3400-531-6859, Project No. 100970; 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 Turley Associates, Inc., of Temple, Texas, after approval as to form by the City Attorney, for services required to design Westfield Boulevard from Prairie View Road to Airport Road, including traffic signal improvements, in an amount not to exceed \$412,209.64.

Part 2: The City Council authorizes an amendment to the fiscal year 2013-2014 budget, substantially in the form of the copy attached hereto as Exhibit ‘A.’

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 **20th** day of **March**, 2014.

THE CITY OF TEMPLE, TEXAS

DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

Lacy Borgeson
City Secretary

Kayla Landeros
Acting City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

03/20/14
Item #7(O)
Consent Agenda
Page 1 of 2

DEPT./DIVISION SUBMISSION & REVIEW:

Nicole Torralva, PE, Public Works Director
Don Bond, PE, City Engineer

ITEM DESCRIPTION: Consider adopting a resolution authorizing a professional services agreement with Clark & Fuller, PLLC of Temple for design services required to install a new 8" PVC sanitary sewer main in the area of 10th and 12th Street from Central Avenue to Avenue D in an amount not to exceed \$69,083, as well as, declare an official intent to reimburse the expenditures with the issuance of 2014 Utility Revenue Bonds.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: The Public Works Utility Services Division has experienced numerous wastewater line issues during the past several years between 10th and 12th Street from Central Avenue to Avenue D. These lines, which are mostly made from vitrified clay pipe, are aging and beginning to fail. This project will result in the replacement of an estimated 3,331 linear feet of 6-inch and 8-inch diameter wastewater lines with new 8-inch wastewater lines and new services.

The proposed timeline for the design of this project is approximately 95 calendar days, with an additional 160 calendar days for construction. Per the attachment, the professional engineering services are broken down as follows:

Professional Services

Surveying	\$ 14,250
Civil Engineering Design	\$ 40,583
Project Bidding	\$ 750
Construction Phase Services	\$ 750
Daily On Site Construction Inspections	<u>\$ 12,750</u>

Total **\$ 69,083**

The engineer's preliminary opinion of probable cost for construction of this project is approximately \$480,000.

FISCAL IMPACT: Council authorized this project as part of Capital Improvement Plan in the FY 2014 Budget. This project will be funded with the proposed 2014 Utility Revenue Bonds to be issued Fall 2014. Funds in the amount of \$350,000 will be made available in account 561-5400-535-6951, project 101083, to fund this engineering contract in the amount of \$69,083 with Clark & Fuller, PLLC.

ATTACHMENTS:

[Engineer's Proposal](#)
[Project Map](#)
[Resolution](#)

March 5, 2014

City of Temple
Director of Public Works
Nicole Torralva, P.E.
3210 E. Ave. H, Bldg. A
Temple, TX 76501

Re: Professional Services Proposal for the 2014 City of Temple Wastewater Line Replacement
10th & 12th Street from Central to Avenue D

Dear Mrs. Torralva,

We would like to thank the City of Temple for the opportunity to submit a preliminary opinion of probable cost and engineering fee proposal for the 2014 City of Temple Wastewater Line Replacement 10th & 12th Street from Central to Avenue D. (Please refer to attached maps and documents for further information).

This project will consist of approximately 3,331 linear feet of new 8" PVC Sanitary Sewer Main construction to replace existing utility mains that are aging and beginning to fail.

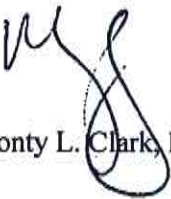
Clark & Fuller, PLLC will complete design topography surveys, new sanitary sewer main designs, construction document preparation, provide construction administration, daily on-site project representation and inspection services, and post construction record drawings.

The proposed timeline for the project design phase is 95 calendar days from the authorization of notice to proceed. Furthermore we estimate the contractor's time to construct to be 160 calendar days.

Clark & Fuller, PLLC, hereinafter Engineer, proposes to the City of Temple, hereinafter Client, Professional Engineering, Inspection, and Surveying Services for a Lump Sum Amount not to exceed \$69,083.00. We estimate the total cost of construction to be \$477,447.08 and we estimate the total cost of construction including professional services and contingencies to be \$546,530.08. (Please refer to attached Maps, Exhibits, and the Preliminary Opinion of Probable Cost for an itemized breakdown and scope of services.)

Please contact us if you require additional information or have further questions regarding this proposal.

Sincerely,



Monty L. Clark, P.E., CPESC



EXHIBIT "A"
Professional Services Proposal for 2014 City of Temple Wastewater Line Replacement 10th & 12th
Street from Central to Avenue D

Scope of Professional Services

Surveying Services:	\$ 14,250.00
<ul style="list-style-type: none"> • Provide Project Elevation Benchmark • Locate Existing Rights of Ways and Property Boundaries • Prepare Design Topography Surveys • Provide Construction Staking <ul style="list-style-type: none"> ○ Final Manhole Locations 	
Civil Engineering Design Phase:	\$ 40,583.00
<ul style="list-style-type: none"> • Research Existing Utilities • Prepare Final Design Construction Documents • Technical Specifications • Provide Engineers Opinion of Construction Cost and Probable Days to Complete Project Construction • Attend and Facilitate Project Coordination with the City Staff • Attendance at Property Owner/Neighborhood Meetings • Provide Miscellaneous Maps and Exhibit Drawings 	
Project Bidding Phase:	\$ 750.00
Construction Phase:	\$ 750.00
<ul style="list-style-type: none"> • Attend and facilitate a Pre-Construction Meeting • Review all Contractor Submittals • Provide Construction Administration and Project "Site" Visits to assist contractor with field construction questions • Assist the City of Temple with Construction Questions and Respond to Requests for Information (RFI's) • Phase II Geotechnical Services and Site Visits • Review Contractor Applications for Payment and insure conformance with percentage of construction complete • Execute Necessary Change Orders • Attend Final Project Inspection • Provide Final Inspection Punch List • Prepare Record Drawings 	
Daily Onsite Construction Inspection Services	\$ 12,750.00
<ul style="list-style-type: none"> • Provide Daily On-Site Project Representation and Inspection Services 	

PROFESSIONAL FEE SCHEDULE

Licensed Professional Engineer	\$ 110.00/hr.
Licensed Professional Architect	\$ 125.00/hr.
Design Technician	\$ 70.00/hr.
CADD Technician	\$ 60.00/hr.
CADD Draftsman	\$ 50.00/hr.
Clerical	\$ 35.00/hr.
Licensed Professional Land Surveyor	\$ 105.00/hr.
Field Crew & Total Station	\$ 130.00/hr.
Survey Research and Schematic Production	\$ 90.00/hr.
Daily On-Site Inspection Services	\$ 40.00/hr.
Landscape Designer	\$ 80.00/hr.



215 North Main Street, Temple, TX 76701
254.899.0899 www.clark-fuller.com F-10384

PRELIMINARY OPINION OF PROBABLE COST
2014 City of Temple Wastewater Line Replacement
10th & 12th from Central to Avenue D

Date: 3-5-14

Mobilization, Site Prep, and Traffic Control

Item Description	Unit	Unit Cost	Quantity	Total
1. Site Preparation and Clearing (incl. sod/landsc. removal & replace)	STA.	\$ 550.00	33.5	\$ 18,425.00
2. Site Mobilization, Bonding, and Insurance	L.S.	\$ 21,440.00	1	\$ 21,440.00
3. Traffic Control Plan & Implementation	L.S.	\$ 4,500.00	1	\$ 4,500.00
4. Erosion Control Plan & Implementation	L.S.	\$ 2,750.00	1	\$ 2,750.00
SUBTOTAL:				\$ 47,115.00

New Sanitary Sewer

Item Description	Unit	Unit Cost	Quantity	Total
1. Sawcut, Remove, and Replace HMA Pavement	S.Y.	\$ 42.00	626	\$ 26,292.00
2. Remove and Replace Existing Gravel Alley	S.Y.	\$ 14.75	3190	\$ 47,052.50
3. Demolish and Remove Existing Sanitary Sewer Manhole	EA.	\$ 1,025.00	12	\$ 12,300.00
4. 8" PVC SDR 26 Sanitary Sewer Main By Open Cut	L.F.	\$ 42.00	3331	\$ 139,902.00
5. Connection to Existing Sanitary Sewer Main	EA.	\$ 1,500.00	6	\$ 9,000.00
6. 4' Dia. Precast Concrete Manhole with 32" Ring and Lid Assembly	EA.	\$ 3,450.00	14	\$ 48,300.00
7. 6" Sanitary Sewer Service Connection and Cleanout Box	EA.	\$ 1,850.00	9	\$ 16,650.00
8. 4" Sanitary Sewer Service Connection and Cleanout Boxes	EA.	\$ 1,500.00	61	\$ 91,500.00
9. Miscellaneous Sanitary Sewer Service Replacement	L.F.	\$ 22.00	300	\$ 6,600.00
10. Testing per COT & TCEQ Requirements	L.S.	\$ 4,750.00	100%	\$ 4,750.00
11. Trench Safety Plan and Implementation	L.S.	\$ 5,250.00	100%	\$ 5,250.00
SUBTOTAL:				\$ 407,596.50

SUBTOTAL CONSTRUCTION: \$ 454,711.50
5% CONSTRUCTION CONTINGENCY: \$ 22,735.58

TOTAL CONSTRUCTION: \$ 477,447.08



PRELIMINARY OPINION OF PROBABLE COST
2014 City of Temple Wastewater Line Replacement
10th & 12th from Central to Avenue D

Date: 3-5-14

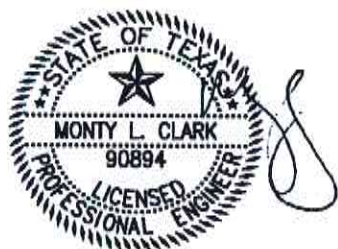
PRELIMINARY OPINION OF PROBABLE COST TO CONSTRUCT UTILITIES **\$ 477,447.08**

Design, Analysis, and Construction Document Preparation

8.5% Professional Civil Engineering Services	\$ 40,583.00
Professional Surveying Services (Topographic Survey)	\$ 8,250.00
Bid Document Preparation, Bidding Assistance, Advertising	\$ 750.00
Construction Staking (New Utilities)	\$ 6,000.00
Construction Administration (As Required) & Record Drawings	\$ 750.00
Inspection Services	\$ 12,750.00

TOTAL PROFESSIONAL SERVICES: \$ 69,083.00

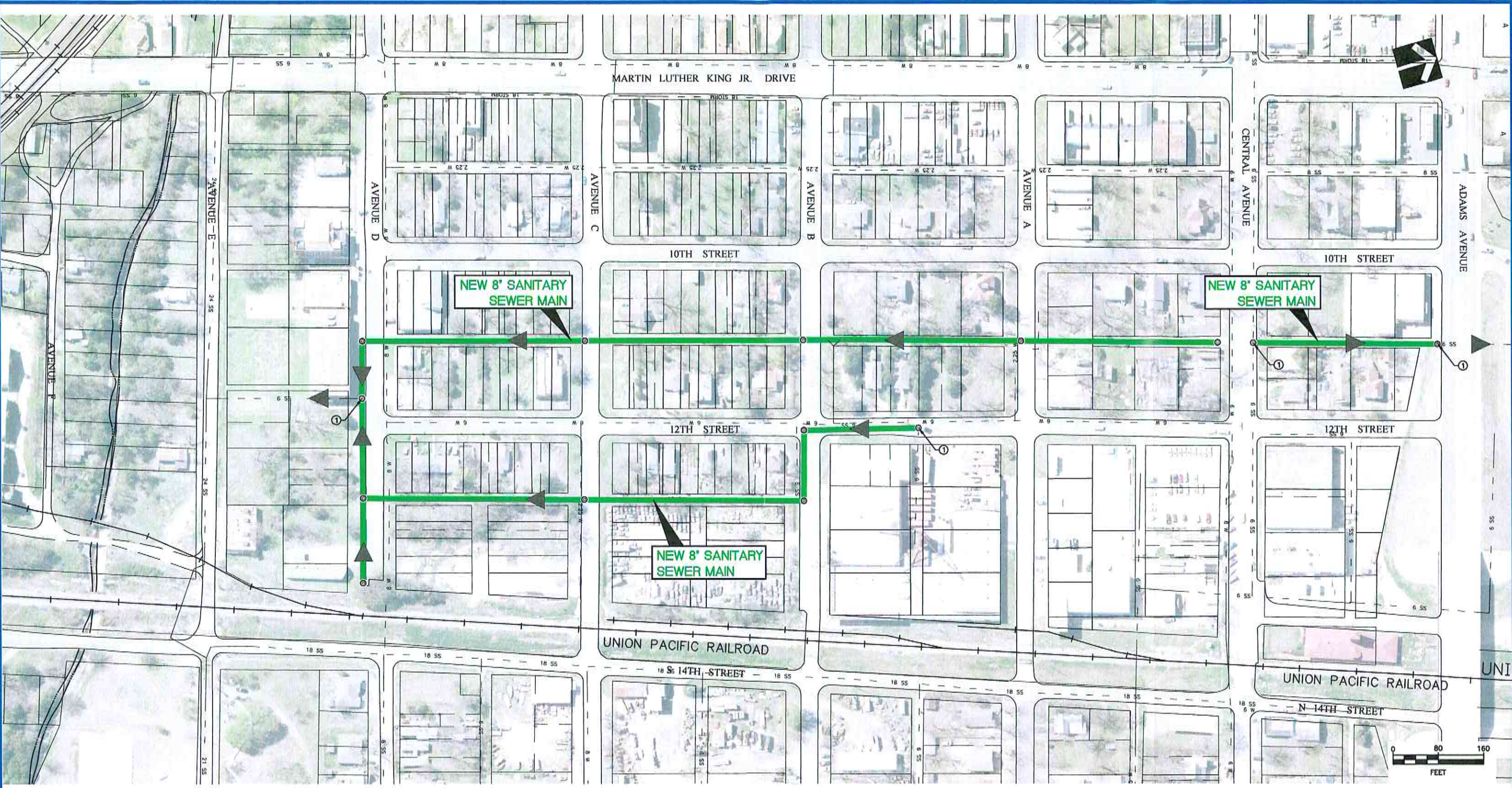
TOTAL CONSTRUCTION AND PROFESSIONAL SERVICES: \$ 546,530.08



3/5/2014



Not Included within this proposal:

- * Easement Drawings and/or Procurement
- * Temporary Construction Easement Preparation and/or Procurement

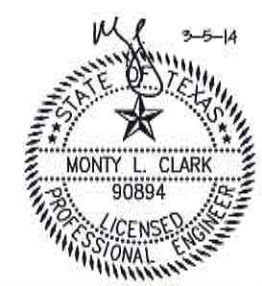




CLARK & FULLER
CIVIL ENGINEERING • DESIGN • PLANNING
215 North Main Street, Temple, TX 76501
254.899.0899 www.clark-fuller.com F-103B4

- LEGEND:
-  NEW SANITARY SEWER MAIN
 -  NEW 4" DIAMETER ECCENTRIC CONCRETE MANHOLE
- KEYED NOTES
1. NEW CONNECTION TO EXISTING SANITARY SEWER MAIN

2014 CITY OF TEMPLE
WASTEWATER LINE REPLACEMENT
10TH & 12TH STREET FROM
CENTRAL TO AVENUE D



RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING AN AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT WITH CLARK & FULLER, PLLC, OF TEMPLE, TEXAS, FOR DESIGN SERVICES REQUIRED TO INSTALL A NEW 8-INCH SANITARY SEWER MAIN IN THE AREA OF 10TH AND 12TH STREETS FROM CENTRAL AVENUE TO AVENUE D, IN AN AMOUNT NOT TO EXCEED \$69,083; DECLARING OFFICIAL INTENT TO REIMBURSE CERTAIN EXPENDITURES WITH THE ISSUANCE OF 2014 UTILITY REVENUE BONDS; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the Public Works Utility Services Division has experienced numerous wastewater line issues during the past several years in the area between 10th and 12th Streets from Central Avenue to Avenue D;

Whereas, these lines, which are mostly made from vitrified clay pipe, are aging and beginning to fail – this project will result in the replacement of an estimated 3,331 linear feet of 6-inch and 8-inch diameter wastewater lines with new 8-inch wastewater lines and new services;

Whereas, City Council authorized this project as part of the Capital Improvement Plan in the FY 2014 Budget – this project will be funded with the proposed 2014 Utility Revenue Bonds to be issued in the fall of 2014;

Whereas, the City of Temple anticipates the issuance of one or more series of obligations, the interest on which will be excludable from gross income under Section 103 of the Internal Revenue Code of 1986, as amended, in order to finance all or a portion of this project;

Whereas, certain expenditures relating to the Project will be paid prior to the issuance of the Obligations and the City hereby certifies that such expenditures have not been made prior to the date of passage of this Resolution;

Whereas, upon issuance of the Obligations, the City desires to reimburse these prior expenditures with proceeds of the Obligations;

Whereas, Section 1.150.2 of the Treasury Regulations provides that an expenditure on the Project may not be reimbursed from Obligation proceeds unless, along with other requirements, the City declares official intent to reimburse the expenditure prior to the date that the expenditure to be reimbursed was paid; and

Whereas, funds are available in Account No. 561-5400-535-6951, Project No. 101083 for this contract; 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 Clark & Fuller, PLLC, after approval as to form by the City Attorney, for design services required to install a new 8-inch sanitary sewer main in the area of 10th and 12th Streets from Central Avenue to Avenue D, in an amount not to exceed \$69,083, as well as declare an official intent to reimburse the expenditure with the issuance of 2014 Utility Revenue Bonds.

Part 2: This Resolution is a declaration of official intent under Section 1.150.2 of the Treasury Regulations by the City that it reasonably expects to reimburse the expenditures described in Part 1 with proceeds of debt to be incurred by the City, such debt to be issued on or before eighteen (18) months after the date of (i) the date the first expenditure is paid; or (ii) the date on which the property is placed in service, but in no event three years after the first expenditure is paid.

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 20th day of March, 2014.

THE CITY OF TEMPLE, TEXAS

DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

Lacy Borgeson
City Secretary

Kayla Landeros
Acting City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

03/20/14
Item #7(P)
Consent Agenda
Page 1 of 1

DEPT./DIVISION SUBMISSION & REVIEW:

Gary O. Smith, Chief of Police

ITEM DESCRIPTION: Consider adopting a resolution authorizing the renewal of an Interlocal Agreement between the County of Bell, the Bell County Sheriff's Office, and the cities of Temple, Belton, Harker Heights and Killeen, pursuant to the Interlocal Cooperation Act, Texas Government Code Chapter 791, in support of the Bell County Organized Crime Unit.

STAFF RECOMMENDATION: Adopt the resolution as presented in the item description.

ITEM SUMMARY: The intent of this agreement is to continue the operations of the Bell County Organized Crime Unit (BCOCU). This unit investigates crimes involving gangs, violence, drug trafficking, theft and other forms of organized criminal behavior that may cross jurisdictional lines in Bell County.

The BCOCU has operated continuously since the original agreement in 2011 that created the organization. The Unit operates under a Board of Directors comprised of the Chiefs of Police and the Sheriff of the agencies that are party to the agreement.

Each participating entity is required to support its own personnel with regard to compensation and basic equipment. Temple Police Officers that may be assigned to the Bell County Organized Crime Unit from time to time will continue to be supervised by Temple Police supervisory personnel and will abide by Temple Police Department and City of Temple Policies and Procedures.

FISCAL IMPACT: This agreement is neutral with regard to fiscal impact. No additional personnel, equipment, or funding is required for the item.

ATTACHMENTS:

[Interlocal Agreement
Resolution](#)

**INTERLOCAL ASSISTANCE AGREEMENT
FOR THE FORMATION AND MAINTENANCE OF
THE BELL COUNTY ORGANIZED CRIME UNIT**

STATE OF TEXAS

COUNTY OF BELL

This Agreement is made and entered into by and between, the County of Bell, the Bell County Sheriff's Department, and the cities of Belton, Harker Heights, Killeen, and Temple (hereinafter "Parties"), pursuant to the Interlocal Cooperation Act, Texas Government Code Chapter 791.

WHEREAS, organized crime involving gangs, violence, drug trafficking, theft and other forms of organized criminal behavior is a serious and widespread problem permeating every fabric of society on the national, state and local level; and,

WHEREAS, the investigation, detection, apprehension and prosecution of individuals involved in this type of illegality are priorities of police agencies on the national, state and local level; and,

WHEREAS, the range of operations of criminal offenders involved in the above-mentioned types of illegality is greater than the jurisdiction of the peace officers called upon to investigate the crime, and,

WHEREAS, a single law enforcement agency located within a county where multiple political jurisdictions exist cannot detect, investigate, apprehend and prosecute these types of crimes with maximum effectiveness unless it closely cooperates with the other law enforcement agencies within the county; and,

WHEREAS, experience has indicated that a cooperative effort between law enforcement agencies within in a particular area has been effective in investigating, detecting, apprehending and prosecuting individuals involved in these types of criminal behaviors; and,

WHEREAS, pursuant to Texas Local Government Code, Sections 362.001 and 362.002, the State Legislature has authorized the formation of mutual aid law enforcement units to cooperate in the investigation of criminal activity and enforcement of the laws of the State of Texas; and,

WHEREAS, pursuant to Section 791.001 of the Texas Government Code, cities and counties are authorized to enter into Interlocal Cooperation Agreements for governmental purposes; and,

WHEREAS, the Parties to this Agreement desire to participate in the joint investigation and apprehension of criminal drug dealers and abusers, those engaged in

violent crime and gang related activity and other crimes related to, and associated with the manufacture, possession and distribution of controlled substances; theft, organized theft and other manner and means of criminal behavior; and,

WHEREAS, the Parties to this Agreement desire to participate in and enhance the regional effectiveness of the suppression of such illegal activities; and,

WHEREAS, the Parties agree that it is in their best interest to participate in a Bell County Organized Crime Unit (hereinafter "BCOCU").

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I

PURPOSE

1.01 The purpose of this Agreement is to facilitate the Parties' participation in a BCOCU charged with the tasks of identifying and arresting offenders who engage in organized criminal behavior within Bell County, Texas.

ARTICLE II

TERM

2.01 The initial term of this Agreement shall commence upon the execution of this Agreement and shall continue through dissolution of this agreement, and end of funding for the entity, or upon termination as per the terms of the agreement. The operations year for the BCOCU shall be from October 1 until September 30 of each year.

2.02 Subject to continued funding, this Agreement shall automatically renew annually on October 1 of each successive year, unless terminated by the Parties as provided herein.

2.03 Any Party may, upon 30 days* written notice to all other parties, withdraw from this Agreement.

2.04 At any time during the existence of this Agreement, any political subdivision within the jurisdictional limits of Bell County may seek to join the BCOCU. Such requests made by said political subdivisions shall be considered by the BCOCU Board of Directors. If approved, said political subdivisions shall be parties to this Agreement once their respective duly authorized representatives have executed this Agreement.

ARTICLE III

CONSIDERATION

3.01 In consideration of this Agreement, the parties shall provide sufficient personnel, equipment, and resources to command, control, and administer the BCOCU.

ARTICLE IV

ORGANIZATION

4.01 The BCOCU shall have a Board of Directors comprised of the heads of the law enforcement agencies who are Parties to this Agreement or their designees, and the Bell County District Attorney or his designee. The Board of Directors shall elect a chairperson from its membership by a majority vote of said membership.

4.02 The Board of Directors shall set the policies for the BCOCU, and shall receive reports, as appropriate, from each Party to this Agreement and the BCOCU Commander, when such reports concern the activities of the BCOCU.

4.03 The Board of Directors shall meet at least quarterly on a day selected by its chairperson.

4.04 The commander shall be chosen by the Board and organize the BCOCU to most effectively utilize the assets and personnel provided under this Agreement.

4.05 The commander will develop Standard Operating Procedures for the BCOCU and submit them to the Board of Directors for approval.

ARTICLE V

JURISDICTION

5.01 Any law enforcement officer assigned to the BCOCU by a county or political subdivision that is a party to this Agreement shall be empowered to enforce all laws and ordinances applicable in the jurisdictions of the counties and political subdivisions joining in this Agreement, including the power to make arrests and execute search warrants outside of the county or political subdivision from which the officer is assigned, but within the area covered by the jurisdictions of the counties and political subdivisions that are parties to this Agreement.

5.02 If a law enforcement officer assigned to the BCOCU makes an arrest within the area covered by this Agreement, but outside the jurisdiction in which the officer is employed, the law enforcement agencies of the area where the arrest is made shall be notified of the arrest without unreasonable delay.

ARTICLE VI

PEACE OFFICER COMPENSATION

6.01 A peace officer assigned to the BCOCU shall receive from the assigning party the same wage, salary, pension and other benefits from the assigning party as though the service had been rendered directly for the party that assigned the officer to the BCOCU. The officer is entitled to payment by the BCOCU, if on BCOCU duty, for any reasonable expenses incurred for travel, food, or lodging while on duty outside the limits of the territory/jurisdiction of the assigning party. Such reasonable expenses shall be considered by the BCOCU Commander or designee upon timely application.

ARTICLE VII

ALLOCATION OF FUNDS

7.01 In further recognition of the benefit to be gained by the Parties of this Agreement, it is agreed that no party to this Agreement shall request reimbursement from another party to this Agreement for any services performed pursuant to this Agreement.

7.02 All funds and/or other property forfeited under the provisions of law and as a result of the activities of the BCOCU shall be forfeited to the BCOCU. The BCOCU will provide custody and accounting of these assets and will utilize the assets in accordance with Federal and State law. Once it is up and running, it is the intent of the Parties to fully fund the BCOCU with forfeited funds/property.

7.03 Each Party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying Party.

7.04 All forfeited funds shall be kept in accounts maintained by the treasurer of Bell County.

7.05 A yearly audit of all funds gained and expended by the BCOCU shall be made and presented to the BCOCU Board of Directors at the quarterly meeting held immediately after the end of the fiscal year of Bell County, Texas.

7.06 The commander of the BCOCU shall be responsible for filing all required State and Federal forms regarding the use of all forfeited funds or property.

7.07 A forfeiture agreement shall be executed between the BCOCU and the Bell County District Attorney's Office per Chapter 59 of the Texas Code of Criminal Procedure. This agreement shall allow for 100% of forfeited funds to be retained by the BCOCU, except where any amount in a single forfeiture exceeds \$100,000. Any amount in a single forfeiture exceeding \$100,000 shall be shared with 20% of the amount over \$100,000 being retained by the Bell County District Attorney's Office and the remainder going to the BCOCU.

7.08 The Board of Directors shall vote, as necessary, to make an annual distribution to the Parties of proceeds from forfeitures that have been granted to the BCOCU. All distributions approved by the Board of Directors shall be made in equal amounts to each participating Party, except that the Bell County District Attorney's Office will not participate in any annual distribution pursuant to this section. Any change to the District Attorney's participation in this Agreement, or in the sharing of forfeited funds/property different from any section of this agreement, will only take place after 30 days notice of said change and a vote of the Board of Directors approving such change.

ARTICLE VIII

RESPONSIBILITY

8.01 It is further agreed that in the event that any law enforcement officer assigned to the BCOCU is named as a defendant party to any civil lawsuit, State or Federal, arising out of his official acts while functioning as a law enforcement officer assigned to the BCOCU, the officer shall be entitled to the same benefits from the assigning agency that such law enforcement officer would be entitled to receive, had such civil action arisen out of an official act within the scope of his duties as a member in the jurisdiction of the party from which he is assigned.

8.02 No party to this Agreement shall be liable for the judicially determined torts of a law enforcement officer of another county or political subdivision who is assigned to the BCOCU, except as may be decreed by a judgment from a court of competent jurisdiction.

8.03 It is expressly understood and agreed that, in the execution of this Agreement, no party waives, nor shall be deemed hereby to waive, any immunity defense that would otherwise be available to it against claims arising in the exercise of government powers and functions.

8.04 Each party to this Agreement expressly waives all claims against every other party to the Agreement for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement, except for acts in violation of law.

8.05 Each party agrees to acquire and keep in full force an effective liability insurance policy covering its law enforcement officers for minimums amounts of \$1,000,000 for each person, and \$1,000,000 for each occurrence, while acting pursuant to this Agreement.

ARTICLE IX

OWNERSHIP OF FORFEITED PROPERTY

9.01 Upon termination of this Agreement, all assets of the BCOCU, to include all real property and funds available due to forfeitures made in accordance with both State and Federal Law, will be distributed in accordance with a determination made by the Board of Directors.

ARTICLE X

AMENDMENTS

10.01 This Agreement may be amended by the mutual agreement of the Parties hereto, including parties which may join in the future, in a writing to be attached to and incorporated into this Agreement.

ARTICLE XI

LEGAL CONSTRUCTION

11.01 In case any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, hereof and the Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE XII

ENTIRE AGREEMENT

12.01 This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject hereof, and no other agreement, statement or promise relating to the subject matter of this Agreement, which is not contained herein, shall be valid or binding.

ARTICLE XIII

NOTICE

13.01 Any notice to the BCOCU given hereunder by any Party shall be made in writing, and may be affected by personal delivery or by certified mail, return receipt requested, to all Parties listed in this paragraph:

Bell County Sheriff
Bell County District Attorneys Office
Police Chief of the Cities of: Belton, Harker Heights, Killeen, and Temple

EXECUTED in separate originals for Party, each of which shall have the full force and effect of any original, this Agreement is effective when the provisions of 2.01 are satisfied, and signatures attached represent agreement with this effective date or dates.

AGREED TO AND EXECUTED THIS _____ DAY OF _____,
A.D, 2014

DAVID BLACKBURN
TEMPLE CITY MANAGER

GARY O. SMITH
TEMPLE CHIEF OF POLICE

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING THE RENEWAL OF AN INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF BELL, THE BELL COUNTY SHERIFF'S OFFICE, AND THE CITIES OF TEMPLE, BELTON, HARKER HEIGHTS AND KILLEEN, PURSUANT TO THE INTERLOCAL COOPERATION ACT, TEXAS GOVERNMENT CODE CHAPTER 791, IN SUPPORT OF THE BELL COUNTY ORGANIZED CRIME UNIT; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the intent of this agreement is to continue the operations of the Bell County Organized Crime Unit (BCOCU) which investigates crimes involving gangs, violence, drug trafficking, theft and other forms of organized criminal behavior that may cross jurisdictional lines in Bell County;

Whereas, the BCOCU has operated continuously since the original agreement in 2011 which created the organization – the Unit operates under a Board of Directors comprised of Chiefs of Police and the Sheriff which are all parties to the agreement;

Whereas, each participating entity is required to support its own personnel with regard to compensation and basic equipment – Temple Police Officers that may be assigned to the BCOCU from time to time, will continue to be supervised by Temple Police supervisory personnel and will abide by Temple Police Department and City of Temple Policies and Procedures; 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 renewal to the Interlocal Agreement between Bell County, the Bell County's Sheriff's Office, and the cities of Temple, Belton, Harker Heights, and Killeen, pursuant to the Interlocal Cooperation Act, Texas Government Code Chapter 791, in support of the Bell County Organized Crime Unit, after approval as to form by the City Attorney.

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 **20th** day of **March**, 2014.

THE CITY OF TEMPLE, TEXAS

DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

Lacy Borgeson
City Secretary

Kayla Landeros
Acting City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

03/20/14
Item #7(Q)
Consent Agenda
Page 1 of 1

DEPT./DIVISION SUBMISSION & REVIEW:

Belinda Mattke, Director of Purchasing

ITEM DESCRIPTION: Consider adopting a resolution authorizing the use of the Construction Manager-at-Risk project delivery method for the acquisition of services needed to construct a storage facility.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: On December 19, 2013, Council authorized the purchase of property located at 504 West Avenue O in Belton, pursuant to asset forfeiture proceedings in the federal court system. Due to the recent destruction of storage facilities in the Santa Fe Plaza area, it is staff's recommendation to develop this acquired Belton site into a storage facility.

The City is currently negotiating a contract with Architectural Edge of Temple for the design services for the project. Due to the limited funding that is available for this project, staff believes that it would be beneficial to utilize the construction contractor's expertise in the design phase. Accordingly, it is staff's recommendation that the best value for the project can be achieved by using the Construction Manager-at-Risk (CMAR) project delivery method

In accordance with the Texas Government Code Sec 2267.056 and the Local Government Code §252.021, before a municipality may enter into a contract that requires competitive sealed bidding, the governing body may consider using a method other than competitive sealed bidding in order to achieve the best value for the municipality.

If authorized by the Council, staff will proceed with issuing a Request for Proposals (RFP) to identify a construction contractor that will provide the City with the best value for this project. Staff anticipates coming back to Council in June 2014 with a recommendation for hiring a CMAR.

FISCAL IMPACT: There is no defined fiscal impact associated with this Item. It is anticipated that it will cost \$250,000 to complete this project, which will be funded from available Seized Funds.

ATTACHMENTS:

[Resolution](#)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING THE USE OF THE CONSTRUCTION MANAGER-AT-RISK PROJECT DELIVERY METHOD FOR THE ACQUISITION OF SERVICES NEEDED TO CONSTRUCT A STORAGE FACILITY; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, on December 19, 2013, Council authorized the purchase of property located at 504 West Avenue O in Belton, Texas, pursuant to asset forfeiture proceedings in the Federal court system;

Whereas, due to the recent destruction of storage facilities in the Santa Fe Plaza area, staff recommends developing this acquired property into a storage facility, and believes the best value for this project can be achieved by using the Construction Manager-at-Risk project delivery method;

Whereas, the City is currently negotiating a contract with Architectural Edge, of Temple, Texas for the design services –due to limited funding, staff believes it would be beneficial to utilize the construction contractor’s expertise in the design phase;

Whereas, in accordance with the Texas Government Code §2267.056 and the Local Government Code §252.021, before a municipality may enter into a contract that requires competitive sealed bidding, the governing body may consider using a method other than competitive sealed bidding in order to achieve the best value for the municipality; 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 use the Construction Manager-at-Risk project delivery method for the acquisition of services needed to construct a storage facility located at 504 West Avenue O, Belton, Texas.

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 **20th** day of **March**, 2014.

THE CITY OF TEMPLE, TEXAS

DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

Lacy Borgeson
City Secretary

Kayla Landeros
Acting City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

03/20/14
Item #7(R)
Consent Agenda
Page 1 of 1

DEPT./DIVISION SUBMISSION & REVIEW:

Jonathan Graham, City Attorney

ITEM DESCRIPTION: Consider adopting a resolution authorizing the conveyance of an 11.24 acre parcel of City-owned land located at 5901 Airport Road, Temple, Texas to the Temple Economic Development Corporation.

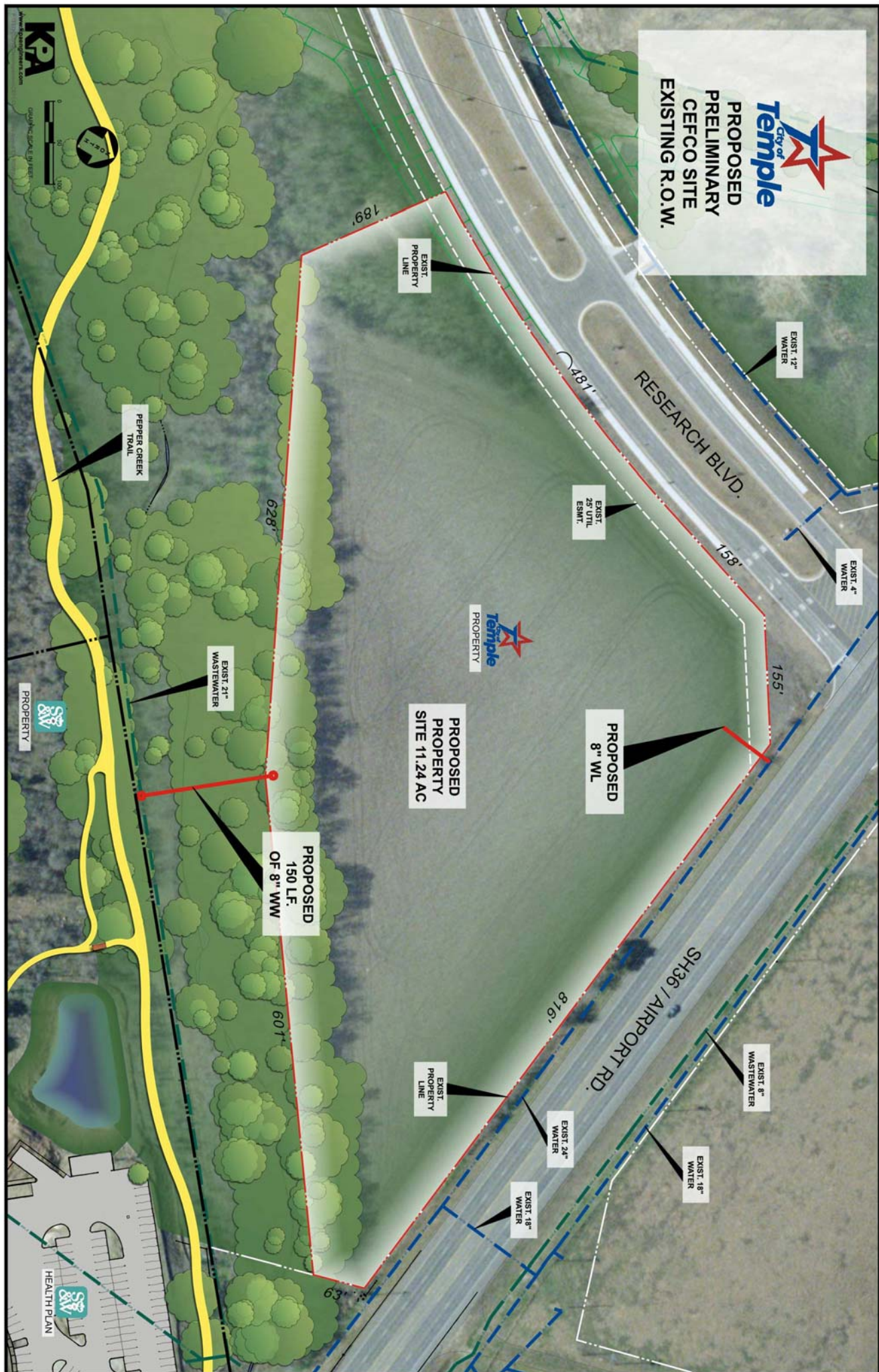
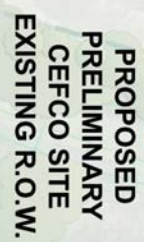
STAFF RECOMMENDATION: Adopt resolution presented in item description.

ITEM SUMMARY: On December 19, 2013 by Resolution 2013-7200, Council approved the conveyance of 7.11 acres of land located at 5901 Airport Road, Temple, Texas to the Temple Economic Development Corporation (TEDC). The property is to be used for business development purposes, which will include job creation and additional tax value. The original conveyance of 7.11 acres that was authorized by Council has not yet been formalized in a Deed. TEDC has surveyed the property in anticipation of an economic development opportunity and has told the City that 11.24 acres is now needed (instead of 7.11). Staff is asking Council to approve the conveyance of 11.24 acres instead of the 7.11 acres originally authorized. The prospective economic development on the site will be a mixed-use retail development.

FISCAL IMPACT: At the present time, the property is exempt from property taxes, and it will remain so under the ownership of TEDC. When the property is conveyed for a commercial purpose it will be added back to the property tax rolls.

ATTACHMENTS:

[Map](#)
[Resolution](#)



RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING THE CONVEYANCE OF AN APPROXIMATELY 11.24 ACRE TRACT OF CITY-OWNED LAND LOCATED AT 5901 AIRPORT ROAD, TEMPLE, TEXAS, TO THE TEMPLE ECONOMIC DEVELOPMENT CORPORATION FOR BUSINESS ECONOMIC DEVELOPMENT PURPOSES; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, on December 19, 2013 by Resolution 2013-7200-R, City Council approved the conveyance of an approximately 7.11 acre tract of land located at 5901 Airport Road, Temple, Texas to the Temple Economic Development Corporation (TEDC) for business development purposes, which will include job creation and additional tax value;

Whereas, the original conveyance of the approximately 7.11 acres that was authorized by Council has not yet be formalized in a Deed – TEDC has surveyed the property in anticipation of an economic development opportunity and has told the City that approximately 11.24 acres in now needed;

Whereas, staff is requesting Council to approve the conveyance of approximately 11.24 acres instead of the approximately 7.11 acres originally authorized - the prospective economic development site will be mixed-use retail; 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 conveyance of an approximately 11.24 acre tract of City-owned land located at 5901 Airport Road, Temple, Texas, more fully described in Exhibit A, attached hereto and made a part hereof for all purposes, to the Temple Economic Development Corporation for business economic development 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 **20th** day of **March**, 2014.

THE CITY OF TEMPLE, TEXAS

DANIEL A. DUNN MAYOR

ATTEST:

APPROVED AS TO FORM:

Lacy Borgeson
City Secretary

Kayla Landeros
Acting City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

03/20/14
Item #7(S)
Consent Agenda
Page 1 of 2

DEPT./DIVISION SUBMISSION & REVIEW:

Nicole Torralva, P.E., Public Works Director
Don Bond, P.E., City Engineer

ITEM DESCRIPTION: Consider adopting a resolution authorizing the purchase of 1802 South 19th Street, legally described as Lot One (1), Block One (1), Anderson-Hendler Addition, First Extension, an addition to the City of Temple, Bell County, Texas, according to the map or plat of record in Cabinet A, Slide 101-A, Plat Records of Bell County, Texas in the amount of \$102,294 for right-of-way (ROW) required to construct the Avenue R Intersection Improvements, contingent on a supporting vote by the Reinvestment Zone Board.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: On May 5, 2011, Council authorized a professional services agreement with Kasberg, Patrick & Associates, LP, (KPA) to provide survey and design services for improvements of intersections of Avenue R with Scott & White Boulevard/25th Street and 19th Street in an amount not to exceed \$50,000. This project is within the TMED and is shown on the attached Project Map.

On June 6, 2013, Council authorized a contract amendment with KPA to revise the plans to include roadway design (west of 25th Street, from 25th street to 19th Street, and east of 19th street), prepare metes and bounds for proposed ROW, bid the project, perform construction administration, and provide on-site representation in an amount not to exceed \$117,400.

The revised preliminary OPC for the project is \$1.95 million, which includes a 10% construction contingency and an estimated \$200,000 for rights-of-way.

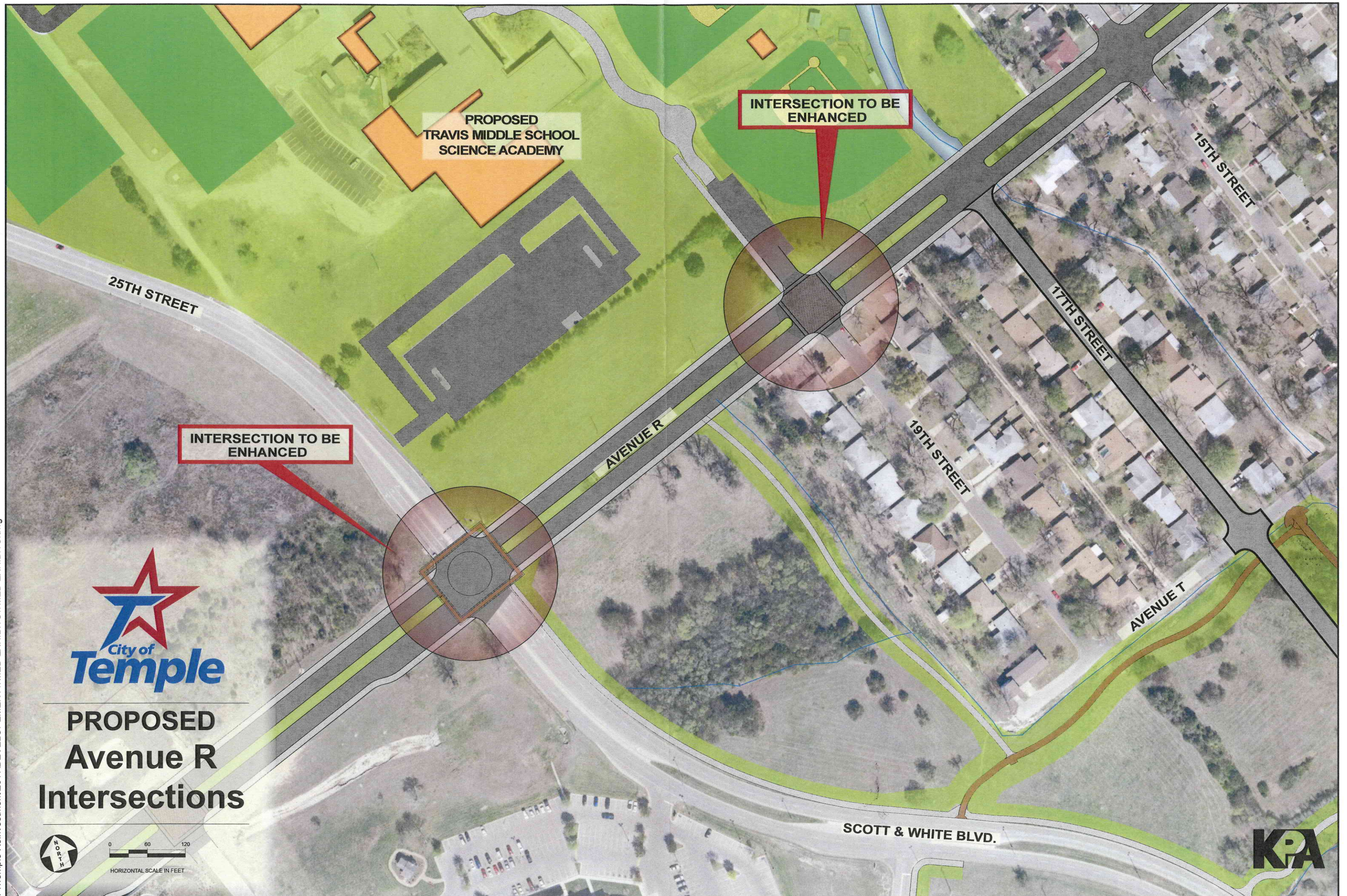
The acquisition of 1802 South 19th Street is required for the project and the acquisition includes a residential structure. The property is owned by Monroe and Cecelia Jimenez. Mr. and Mrs. Jimenez have signed a Memorandum of Understanding in which they agreed to accept \$102,294 for purchase of the property. The amount of \$102,294 represents the 2013 Bell County Appraisal District value for the property.

Staff will request the RZ to vote in support of this potential Council resolution at their next regularly scheduled board meeting.

FISCAL IMPACT: Funds are available in the Reinvestment Zone No. 1 Financing and Project Plans, Line 500, account 795-9500-531-6553, project 100696 to fund this contract amendment.

ATTACHMENTS:

[Project Map](#)
[ROW Acquisition Layout](#)
[Jimenez MOU](#)
[Resolution](#)



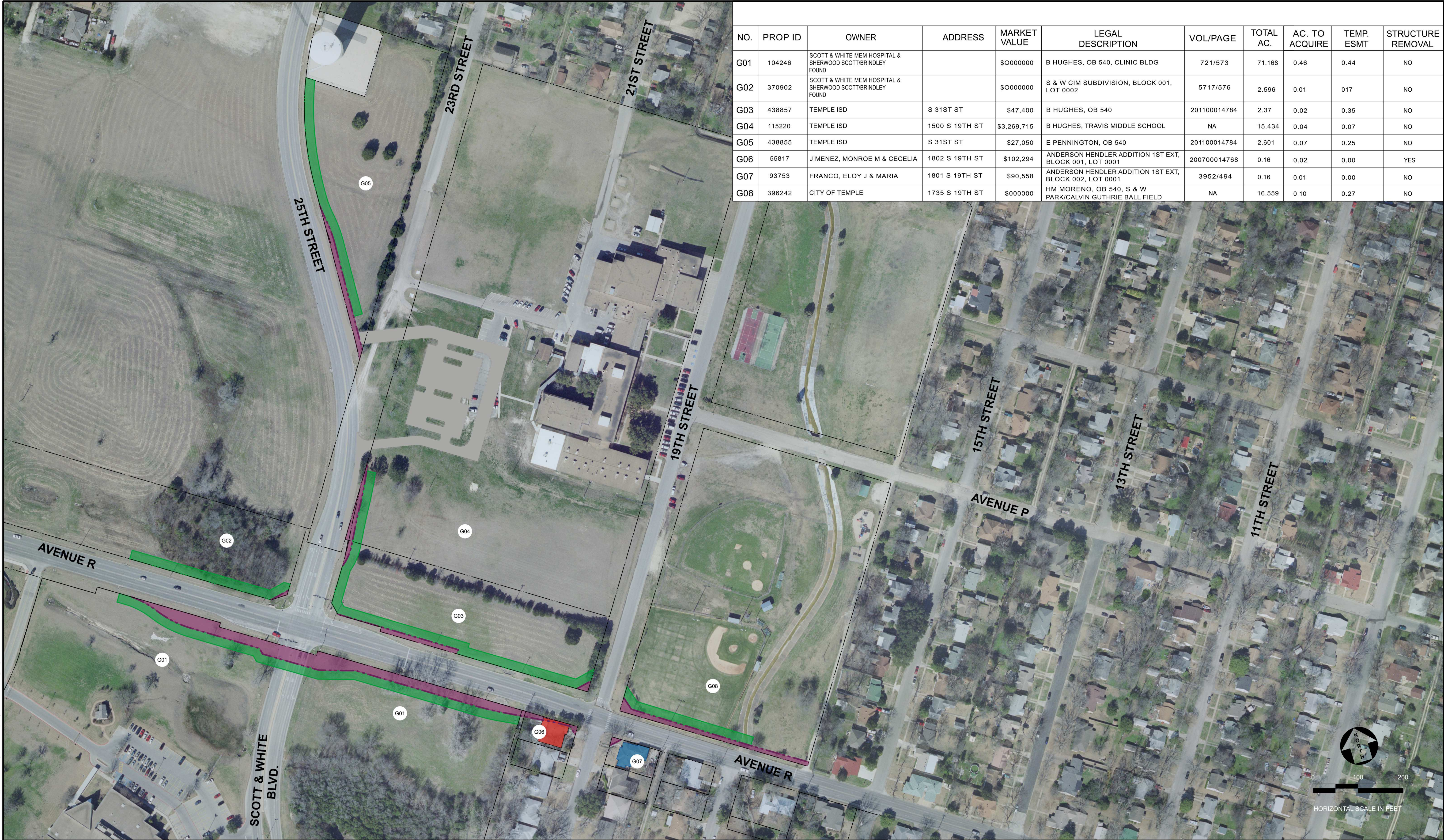
PROPOSED Avenue R Intersections



0 60 120
HORIZONTAL SCALE IN FEET



P:\Temple Reinvestment\2013\development\city current project exhibits\proplave r row exhibit REV.dwg



NO.	PROP ID	OWNER	ADDRESS	MARKET VALUE	LEGAL DESCRIPTION	VOL/PAGE	TOTAL AC.	AC. TO ACQUIRE	TEMP. ESMT	STRUCTURE REMOVAL
G01	104246	SCOTT & WHITE MEM HOSPITAL & SHERWOOD SCOTT/BRINDLEY FOUND		\$00000000	B HUGHES, OB 540, CLINIC BLDG	721/573	71.168	0.46	0.44	NO
G02	370902	SCOTT & WHITE MEM HOSPITAL & SHERWOOD SCOTT/BRINDLEY FOUND		\$00000000	S & W CIM SUBDIVISION, BLOCK 001, LOT 0002	5717/576	2.596	0.01	017	NO
G03	438857	TEMPLE ISD	S 31ST ST	\$47,400	B HUGHES, OB 540	201100014784	2.37	0.02	0.35	NO
G04	115220	TEMPLE ISD	1500 S 19TH ST	\$3,269,715	B HUGHES, TRAVIS MIDDLE SCHOOL	NA	15.434	0.04	0.07	NO
G05	438855	TEMPLE ISD	S 31ST ST	\$27,050	E PENNINGTON, OB 540	201100014784	2.601	0.07	0.25	NO
G06	55817	JIMENEZ, MONROE M & CECELIA	1802 S 19TH ST	\$102,294	ANDERSON HENDLER ADDITION 1ST EXT, BLOCK 001, LOT 0001	200700014768	0.16	0.02	0.00	YES
G07	93753	FRANCO, ELOY J & MARIA	1801 S 19TH ST	\$90,558	ANDERSON HENDLER ADDITION 1ST EXT, BLOCK 002, LOT 0001	3952/494	0.16	0.01	0.00	NO
G08	396242	CITY OF TEMPLE	1735 S 19TH ST	\$0000000	HM MORENO, OB 540, S & W PARK/CALVIN GUTHRIE BALL FIELD	NA	16.559	0.10	0.27	NO

LEGEND

- EXISTING STRUCTURE IN CONFLICT
- EXISTING STRUCTURE
- PROPOSED ROW
- EXISTING PROPERTY LINE
- PROP. TEMP. EASEMENT

CITY OF TEMPLE, TEXAS
AVENUE R IMPROVEMENTS
PROPERTY LAYOUT



Stateside
Right of Way Services

616 North Main Street, Suite 104
Temple, Texas 76501
www.statesiderow.com

February 14, 2014

The Monroe M. Jimenez and Cecelia R. Jimenez Revocable Living Trust
Monroe M. Jimenez, Trustee
Cecelia R. Jimenez, Trustee
8200 Pritchard Road
Temple, Texas 76501-7324

Re: City of Temple Ave. R Project, 1802 S. 19th Street, Temple, Texas

Dear Owners:

You have indicated a willingness to sign a deed for your property referenced above which is legally described as Lot One (1), Block One (1), Anderson-Hendler Addition, First Extension, an addition to the City of Temple, Bell County, Texas, according to the map or plat of record in Cabinet A, Slide 101-A, Plat Records of Bell County, Texas.

It is important to confirm this agreement in order to avoid any possible misunderstanding as to the details of the purchase or the process by which the City of Temple (City) will make payment. The payment of **ONE HUNDRED TWO THOUSAND TWO HUNDRED NINETY FOUR AND 00/100- DOLLARS (\$102,294.00)** as herein agreed will constitute full payment to be made by the City for the property to be conveyed to the City.

The City and owner(s) have agreed to the following provisions.

1. The City has agreed to request City Council's approval of total just compensation in the amount of \$102,294.00, the Bell County Appraisal District's assessed value, contingent upon the owner(s) signing all necessary documents to convey the property to the City.
2. The owner(s) will request and obtain necessary documents from the lien holder, Compass Bank, according to Schedule C, Item 6, (i) and (ii) of the Title Commitment.
3. Owner(s) have the right to retain and remove any improvements prior to closing.
Improvements to be retained should be listed below:
Ceiling Fans
4. The owner(s) will provide a Certification of Trust acceptable to the title company for examination and possible further requirements.
5. The owner(s) will provide the title company with a properly executed Affidavit as to Marital Status.
6. The owner(s) will provide the title company with a properly executed Affidavit of Debts and Liens.

Grantors covenant and agree to remove the above-described improvements from said land by the 31 day March, 2014, subject, however, to such extensions of time as may be granted by Grantee, its successor and assigns, in writing; and if, for any reason, Grantors fail or refuse to remove same within said period of time prescribed, then, without any further consideration, the title to all or any part of such improvements not so removed shall pass to and vest in the Grantee, its successors and assigns, forever.

Until payment is made by the City, title and possession of the property to be conveyed remains with you. You shall bear all risk of loss to any and all such property prior to such payment.

The payment of the amount herein stated and the terms provided constitute the only promises, consideration and conditions of this purchase; and no other promises, consideration or conditions have been signified or implied. The City, without cost to the owner, will pay the cost of recording all instruments conveying title to the City.

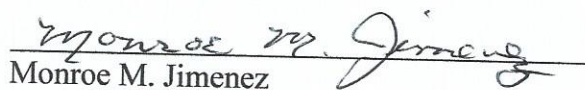
It is suggested that you carefully review the proposed Deed and satisfy yourself (selves) as to its provisions. With your signing of this agreement and execution of the deed the City will proceed with the issuance of payment which will be made out jointly to you and to CentraLand Title Company. This company has been designated as the City's closing agent and is responsible to see that the City obtains clear title. They will not endorse the check and make payment until clear title is secured.

Sincerely,



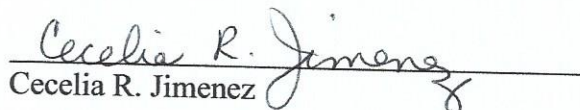
Lisa G. Roberts
Right of Way Agent
Stateside Right of Way Services, LLC

I (We) fully understand the City's proposal as contained in this agreement and hereby acknowledge receipt of the Texas Attorney General's Landowners Bill of Rights.


Monroe M. Jimenez

SSN

Date


Cecelia R. Jimenez

SSN

Date

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING THE PURCHASE OF 1802 SOUTH 19TH STREET, TEMPLE, TEXAS, FOR RIGHT-OF-WAY REQUIRED TO CONSTRUCT THE AVENUE R INTERSECTION IMPROVEMENTS, CONTINGENT ON A SUPPORTING VOTE BY THE REINVESTMENT ZONE BOARD, IN THE AMOUNT OF \$102,294; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, on May 5, 2011, City Council authorized a professional services agreement with Kasberg, Patrick & Associates, LP (KPA), to provide survey and design services for improvements to the intersections at Avenue R and Scott & White Boulevard and 25th Street and 19th Street;

Whereas, on June 6, 2013, City Council authorized a contract amendment with KPA to revise the plans to include roadway design (west of 25th Street, from 25th to 19th Streets, and east of 19th Street), prepare metes and bounds for the proposed ROW, bid the project, perform construction administration, and provide on-site representation;

Whereas, the acquisition of 1802 South 19th Street is required for the project and the acquisition includes a residential structure owned by Monroe and Cecelia Jimenez;

Whereas, Mr. and Mrs. Jimenez have signed a Memorandum of Understanding in which they agree to accept \$102,294 for the purchase of the property – this amount represents the 2013 Bell County Appraisal District value for the property;

Whereas, staff will request the Reinvestment Zone Board vote in support of this potential Council resolution at their regularly scheduled board meeting; and

Whereas, funding is available in Account No. 795-9500-531-6553, Project No. 100696 to fund the right-of-way purchase; 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 1802 South 19th Street, Temple, Texas, legally described as Lot One (1), Block One (1), Anderson-Hendler Addition, First Extension, an addition to the City of Temple, Bell County, Texas, according to the map or plat of record in Cabinet A, Slide 101-A, Plat Records of Bell County, Texas for right-of-way required to construct the Avenue R Intersection Improvements, contingent on a supporting vote by the Reinvestment Zone Board, in the amount of \$102,294.

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 **20th** day of **March**, 2014.

THE CITY OF TEMPLE, TEXAS

DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

Lacy Borgeson
City Secretary

Kayla Landeros
Acting City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

03/20/14
Item #7(T)
Consent Agenda
Page 1 of 1

DEPT./DIVISION SUBMISSION & REVIEW:

Jonathan Graham, City Attorney

ITEM DESCRIPTION: Consider adopting a resolution authorizing the City to convey part of the alley located at 1211 North 7th Street to the abutting property owner for fair market value.

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.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: As part of the continuing effort to dispose of surplus City property and return it to the property tax roll the City offered the abandoned alleyway located between the 12th block of North 7th Street and North 5th Street to abutting property owners during the 1990's. The alleyway was previously abandoned in Ordinance No. 97-2480. Staff was recently contacted by the owners at 1211 North 7th Street asking to purchase the remaining alleyway behind their residence. In order to ensure no other abutting property owners were interested staff contacted all property owners on that block, offering any remaining portion of the alleyway abutting their property. No responses were received, regarding this portion of the alleyway. Staff has negotiated with the property owner on a fair sale price of the City owned property. An easement will be maintained on part of the property for utility access. Staff now seeks approval to enter into a real estate sales contract on the following property.

1. Sale of abandoned alleyway located at 1211 North 7th Street (legal description: FULLVIEW, BLOCK 012, LOT 0002, & 10' X 75' ADJ ON EAST) to Thomas Korsmo in the amount of **\$415.00**. See attached "Exhibit A."






FISCAL IMPACT: The revenue generated from the sale of this property will total \$415.

ATTACHMENTS:

Exhibit A of Conveyed Property
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 represent an on-the-ground survey and represent only the approximate relative location of property boundaries and other features.

Legend

-  Manhole
-  Sewer Line
-  Fire Hydrant
-  Valve
-  Waterlines

W MUNROE AVE

**Proposed Alley Purchase
and Easement**

1211

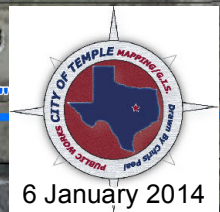
N 7TH ST

N 5TH ST

W LAMAR AVE

1211 N 7th St

0 20 40 80 120 160 Feet



RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING THE CONVEYANCE OF PART OF THE ALLEY LOCATED AT 1211 NORTH 7TH STREET TO THE ABUTTING PROPERTY OWNER FOR FAIR MARKET VALUE AND RETAINING ANY EXISTING PUBLIC UTILITY EASEMENTS LOCATED ON THE PROPERTY; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, as part of the continuing effort to dispose of surplus City property and return it to the property tax rolls, the City offered the abandoned alleyway located between the 12th block of North 7th Street and North 5th Street to abutting property owners during the 1990's - the alleyway was previously abandoned by Ordinance 1997-2480;

Whereas, the owners of the property located at 1211 North 7th Street recently contacted the City asking to purchase the remaining alleyway behind their residence – in order to ensure no other abutting property owners were interested, staff contacted all property owners on the block and received no responses;

Whereas, a utility access easement will be maintained on part of the alley - staff and the property owner, Mr. Thomas Korsmo, have negotiated a fair sale price and staff recommends the City enter into a real estate sales contract with Mr. Korsmo on the property located at 1211 North 7th Street, also known as Fullview, Block 012, Lot 0002, & 10' X 75' ADJ on East, outlined in the attached Exhibit 'A,' in the amount of \$415; 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 conveyance of part of an alley located at 1211 North 7th Street, also known as Fullview, Block 012, Lot 0002, & 10' X 75' ADJ on East, outlined in the attached Exhibit 'A,' to Thomas Korsmo in the amount of \$415.

Part 2: The City Council authorizes the Mayor of the City of Temple, Texas, for the consideration set out herein, to execute a Deed Without Warranty, after approval as to form by the City Attorney, conveying the above described property and reserving any existing public utility easements located on the property and providing that no permanent structures will be built on the property.

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 **20th** day of **March**, 2014.

THE CITY OF TEMPLE, TEXAS

DANIEL A. DUNN, MAYOR

ATTEST:

APPROVED AS TO FORM:

Lacy Borgeson
City Secretary

Kayla Landeros
Acting City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

03/20/14
Item #7(U)
Consent Agenda
Page 1 of 2

DEPT./DIVISION SUBMISSION & REVIEW:

Jonathan Graham, City Attorney

ITEM DESCRIPTION: Consider approving a resolution authorizing additional reimbursement to Panda Temple Power II, LLC for the cost of pipeline easements and leases, preliminary engineering, right-of-way services, surveying work, and project management in a total amount of \$13,823.31.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: In November, 2012, the City Council authorized an Effluent and Water Purchase Agreement with Panda Temple Power II, LLC ("Panda"). The Agreement authorized the City to sell treated effluent to Panda for use in the operation of Panda's natural gas power plant. The Agreement also requires the City to construct the infrastructure necessary to convey the treated effluent from the Temple Belton Wastewater Treatment Plant (TBP) to the Panda site. This infrastructure includes approximately 45,000 linear feet of 24' pipe for conveying the treated effluent and a pump station to be located at the TBP.

The Effluent Agreement authorized Panda to perform the initial easement procurement work for the pipeline with the agreement of the City to reimburse Panda for any costs incurred. Panda has obtained eight (8) permanent easements, one (1) long-term property lease, and two (2) temporary work space easements from various property owners along the pipeline route, specifically the route that stretches from Little River Road to the Panda site.

On January 16, 2014, City Council authorized the reimbursement of these costs in the amount of \$900,000. Panda has since approached staff requesting an additional \$13,823.31 in reimbursable expenses. Therefore, the additional amount of reimbursement sought by Panda at this time is \$13,823.31. Attached is a cost breakdown which shows the incurred costs which total \$913,823.31. Staff is recommending approval of the additional reimbursement amount of \$13,823.31.

FISCAL IMPACT: This project will be funded with City of Temple, Texas Utility System Revenue Bonds, Series 2014. As part of the '2013 Effluent and Water Purchase Agreement' approved by Council on February 14, 2013, the City of Temple will be responsible for designing, permitting, right-of-way acquisitions, metering, installation, construction and maintenance of the 'Treated Effluent Facilities' (TEF) and will also 'own' the facilities. The agreement includes provisions that define Panda's obligation to reimburse the City for those expenditures related to financing the design and construction of the 'TEF'. Pursuant to the Agreement, reimbursement will begin in the month that the debt is incurred by the City and reimbursement is required even if the Agreement is later terminated.

The City and Panda also agreed that any unused bond funds will be used to pay down the principal balance of the bonds. Per the agreement, the bonds will be for a term of not less than 360 months and be taxable bonds.

The additional amount of reimbursement sought by Panda for the costs of preliminary engineering, right-of-way services, surveying work, and project management is in the amount of \$13,823.31 for a total of \$913,823.31. The City will front these costs until the bonds mentioned above are issued to fund the total cost of the project. The bonds are scheduled to be sold the week of March 17th and results will be available at the March 20, 2014 meeting.

ATTACHMENTS:

[Cost breakdown](#)
[Resolution](#)



Panda Temple Power II, LLC

an affiliate of Panda Power Funds

March 5, 2014

City of Temple
Attn: David Blackburn
City Manager
2 North Main Street, Suite 308
Temple, Texas 76501

Re: Invoice for TB Pipeline ROW Procurement

Dear David,

Attached is our invoice for the procurement of right-of-way easements and long term leases for the Temple Belton Effluent Pipeline. These easements and leases were transferred to the City of Temple on January 29, 2014.

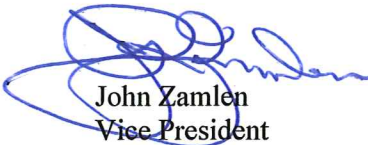
The invoice is for reimbursement of expenses incurred by Panda Temple Power II, LLC which include contract services (surveying, engineering, title work, ROW services, environmental reviews and project management) as well as the payments to the landowners for the ROW.

The following documents are also attached which provide backup information for these expenses:

1. Summary of Overall ROW Costs.
2. Listings of Individual Contractor Invoices (KPA Engineers, All County Surveying, Lonestar ROW, Titan Environmental, and Bradbury Project Management).
3. Landowner Payment Schedule showing payments to individual landowners made through Allegiance Title Company.
4. Listing of Temporary Workspace lease payments.

If you have any questions, please contact me or Steve Campbell.

Sincerely,



John Zamlan
Vice President

Encl.

Cc: Jonathan Graham
Traci Barnard



Panda Temple Power II, LLC
an affiliate of Panda Power Funds

INVOICE#: PTPH-CoT-2014

BILL TO: **City of Temple**
 Attn: David Blackburn – City Manager
 2 North Main Street
 Temple, TX 76501

INVOICE DATE: **March 5, 2014**

DUE DATE: **The earlier of 90 days from date of invoice or 15 days from date of Utility System Revenue Bond funding**

2013 Effluent and Water Purchase Agreement (TBP)
City of Temple – Panda Temple Power II, LLC
Dated February 4, 2013

Total Due \$913,823.31

PLEASE WIRE PAYMENT TO:

Union Bank, N.A.
ABA #: 122000496
Acct #: 37130196431
Acct Name: TRUSDG
Reference: 6712027303, Debt Proceeds Sub-Account

TB Pipeline - ROW Scope - Summary of Expenditures

[illegible]



Expenditure Summary

PANDA ENERGY INTERNATIONAL, INC
4100 Spring Valley, Suite 1001
Dallas, Texas 75244

555 - Temple II

AFE Number: 2013034

Exp Code: 51564-171-12-000000

Originator: Eric Hodges
 Craft or Disciplin Eng & Constr

Kasberg, Patrick &
 Vendor: Associates, LP
 Vendor#: VN008442

Date: 2/11/2013

Scope: Temple II ROW Technical Support with Negotiations and Routing

PMT No.	Voucher	Invoice Date	Description	Invoice Number	Date Paid	Amount
1	VO049814	3/1/2013	Technical Support / Meetings / Exhibits	13-106-001		
2	VO000010	4/1/2013	Technical Support / Meetings / Exhibits	13-106-002	4/30/2013	4,572.50
3	VO000047	5/1/2013	Technical Support / Meetings / Exhibits	13-106-003	5/31/2013	12,777.50
4	VO000075	6/1/2013	Technical Support / Meetings / Exhibits	13-106-004	6/28/2013	14,260.00
5	VO000088	7/1/2013	Technical Support / Meetings / Exhibits	13-106-005	7/31/2013	9,330.00
6	VO000115	8/1/2013	Technical Support / Meetings / Exhibits	13-106-006	8/30/2013	10,347.50
7	VO000135	8/30/2013	Technical Support / Meetings / Exhibits	13-106-007	9/30/2013	9,602.50
8	VO000212	10/1/2013	Technical Support / Meetings / Exhibits	13-106-008	10/31/2013	4,185.00
9	VO000184	11/1/2013	Technical Support / Meetings / Exhibits	13-106-009	11/29/2013	3,512.50
10	VO000231	12/2/2013	Technical Support / Meetings / Exhibits	13-106-010	12/31/2013	3,325.00
11	VO000243	1/2/2014	Technical Support / Meetings / Exhibits	13-106-011	1/31/2014	4,500.00
12	VO000265	2/1/2014	Technical Support / Meetings / Exhibits	13-106-092	3/31/2014	720.00
13						
14						
15						
16						
Total Expended						77,132.50



Expenditure Authorization

PandaPowerFunds

PANDA ENERGY INTERNATIONAL, INC

4100 Spring Valley, Suite 1001

Dallas, Texas 75244

171 - Temple II

AFE Number: 2013138

Exp Code: 51528-171-12-000000

Originator: Eric Hodges

Kasberg, Patrick &
Vendor: Associates, LP

Date: 7/25/2013

Craft or Disciplin Eng & Constr

Vendor#: VN008442

Scope: As part of the Temple Belton Water Pipeline project Panda is obtaining the ROW. Part of the ROW will be in the TXDOT ROW on FM93.

To provide technical support & Mgmt to survey the ffort on FM93 to be performed by All County Surveying & will work with TXDOT to obtain ROW permit.

PMT No.	Voucher	Invoice Date	Description	Invoice Number	Date Paid	Amount
1	VO000136	8/30/2013	Task 2A, 2B & 2C Billed	13-124-01	9/30/2013	22,440.00
2	VO000211	10/1/2013	Task 2B & D	13-124-02	10/31/2013	8,705.00
3	VO000183	11/1/2013	Task 2B, 2C & 2D	13-124-03	11/29/2013	21,155.00
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11						
12						
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14						
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16						
Total Expended						52,300.00



Expenditure Summary

PandaPowerFunds

PANDA ENERGY INTERNATIONAL, INC

4100 Spring Valley, Suite 1001

Dallas, Texas 75244

171 - Temple II

AFE Number: 2013xxx

Exp Code: 51524-171-12-000000

Originator: John Zamlen

Vendor: All County Surveyors, Inc.

Date: _____

Craft or Disciplin DEV

Vendor#: VN008304

Scope: Metes and bounds surveys of private parcels on TB-ROW.

PMT No.	Voucher	Invoice Date	Description	Invoice Number	Date Paid	Amount
1	VO000143	8/16/2013		130549.2.1	9/30/2013	3,235.00
2	VO000220	11/26/2013		130549.3.3	12/31/2013	1,407.25
3	VO000221	9/6/2013		130549.2.3	12/31/2013	11,322.50
4	VO000240	12/19/2013		130549.3.5	1/31/2014	1,407.25
5	VO000241	12/19/2013		130549.5	1/31/2014	1,995.00
6	VO000242	12/19/2013		130549.3.4	1/31/2014	8,443.50
7	VO000239	12/20/2013		130671.4	1/31/2014	1,190.75
8	VO000238	11/15/2013		130674.3	1/31/2014	1,190.75
9						
10						
11						
12						
13						
14						
15						
16						
Total Expended						30,192.00



Expenditure Summary

PandaPowerFunds

PANDA ENERGY INTERNATIONAL, INC

4100 Spring Valley, Suite 1001

Dallas, Texas 75244

171 - Temple II

AFE Number: 2013139

Exp Code: 51524-171-12-000000

Originator: John Zamlan

Vendor: All County Surveyors, Inc.

Date: 7/25/2013

Craft or Disciplin DEV

Vendor#: VN008304

Scope: Provide detailed survey of the entire section of ROW which will be in the TXDOT ROW on FM 93 (approx 4 miles)
This will be used to finalize routing and support a permit application to TXDOT.

PMT No.	Voucher	Invoice Date	Description	Invoice Number	Date Paid	Amount
1	VO000144	8/21/2013		130549.2.2	9/30/2013	19,260.38
2	VO000145	8/21/2013		130549.1.2	9/30/2013	34,842.50
3	VO000177	10/14/2013		130649.3	11/29/2013	12,665.25
4	VO000194	8/1/2013		130549.1.1	12/31/2013	6,335.00
5	VO000219	9/6/2013		130549.1.3	12/31/2013	22,172.50
6						
7						
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Total Expended						95,275.63



Expenditure Summary

PandaPowerFunds
PANDA ENERGY INTERNATIONAL, INC
4100 Spring Valley, Suite 1001
Dallas, Texas 75244

171 - Temple II

AFE Number: 2013024

Exp Code: 51564-171-12-000000

Originator: Richard Evans

Lone Star Right of
Vendor: Way Services, Inc.

Date: 2/7/2013

Craft or Disciplin Eng & Constr

Vendor#: VN000003

Scope: Easement Procurement Services for TBWWTP line

PMT No.	Voucher	Invoice Date	Description	Invoice Number	Date Paid	Amount
1	VO000048	4/15/2013		1301	5/31/2013	40,650.00
2	VO000090	5/15/2013		1302	7/31/2013	32,250.00
3	VO000091	6/13/2013		1303	7/31/2013	44,250.00
4	VO000114	7/13/2013		1304	8/30/2013	8,250.00
5	VO000132	8/15/2013		1305	10/31/2013	8,750.00
6	VO000155	9/16/2013		1306	10/31/2013	4,750.00
7	VO000181	10/28/2013		1307	11/29/2013	6,500.00
8	VO000216	11/26/2013		1308	12/31/2013	13,000.00
9	VO000245	1/3/2014		1309 (Rev)	1/31/2014	30,000.00
10	VO000257	1/13/2014		1310	1/31/2014	6,000.00
11						
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16						
Total Expended						194,400.00



Expenditure Summary

PandaPowerFunds
PANDA ENERGY INTERNATIONAL, INC
4100 Spring Valley, Suite 1001
Dallas, Texas 75244

171 - Temple II

AFE Number: 2013074

Exp Code: 51508-171-12-000000

Originator: Eric Hodges
Craft or Disciplin Eng & Constr

Vendor: Titan Engineering, Inc
Vendor#: VN007174

Date: 3/26/2013

Scope: Provide Environmental Due Dilligence Services - TBWWTP - Reclaimed Water Pipeline
Task 1 thru 4: Phase I ESA, Wetlands Regulatory Assessment, Threatened & Endangered Species
Assessment, Cultural Resources

PMT No.	Voucher	Invoice Date	Description	Invoice Number	Date Paid	Amount
1	VO000057	5/1/2013	Professional Services thru 4/30/13	804613	5/31/2013	1,677.19
2	VO000152	9/1/2013	Professional Services thru 7/31	813687	9/30/2013	4,462.54
3	VO000165	10/1/2013	Professional Services thru 9/30	815946	11/29/2013	5,079.59
4	VO000200	11/1/2013	Professional Services thru 10/31	818439	11/29/2013	2,847.00
5	VO000222	11/30/2013	Professional Services thru 11/30	820400	12/31/2013	11,872.16
6	VO000255	12/31/2013	Professional Services thru 12/31/13	823089	1/31/2014	1,175.17
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Total Expended						27,113.65



Expenditure Summary

PandaPowerFunds
PANDA ENERGY INTERNATIONAL, INC
 4100 Spring Valley, Suite 1001
 Dallas, Texas 75244

171 - Temple II

AFE Number: N/A

Exp Code: 51522-171-12-000000

Originator: _____

Vendor: Chuck Bradbury

Date: _____

Craft or Discipline: _____

Vendor#: VN000457

Scope: Project Management Services

PMT No.	Voucher	Invoice Date	Description	Invoice Number	Date Paid	Amount
1	VO050369	5/1/2013		5/01/2013	5/9/2013	7,120.00
2	VO050369	5/1/2013		5/01/2013	5/9/2013	78.10
3	VO050524	5/14/2013		5/14/13	5/30/2013	5,340.00
4	VO050524	5/14/2013		5/14/13	5/30/2013	357.47
5	VO050995	6/15/2013		6/15/13	6/27/2013	1,602.00
6	VO050995	6/15/2013		6/15/13	6/27/2013	78.10
7	VO051204	7/1/2013		7/1/13	7/11/2013	1,691.00
8	VO051204	7/1/2013		7/1/13	7/11/2013	156.20
9	VO051337	7/15/2013		7/15/13	7/26/2013	4,539.00
10	VO051337	7/15/2013		7/15/13	7/26/2013	156.20
11	VO051589	7/31/2013		7/31/13	8/8/2013	4,895.00
12	VO051589	7/31/2013		7/31/13	8/8/2013	312.40
13	VO051796	8/15/2013		8/15/13	8/29/2013	6,764.00
14	VO051796	8/15/2013		8/15/13	8/29/2013	156.20
15	VO051970	8/31/2013		84	9/12/2013	4,895.00
16	VO051970	8/31/2013		84	9/12/2013	172.70
17	VO051970	8/31/2013		84	9/12/2013	123.17
18	VO052406	9/16/2013		9/16/13	10/3/2013	2,403.00
19	VO052406	9/16/2013		9/16/13	10/3/2013	78.10
20	VO052367	9/30/2013		9/30/13	10/10/2013	6,052.00
21	VO052367	9/30/2013		9/30/13	10/10/2013	234.30
22	VO052715	10/16/2013		10/16/13	10/31/2013	6,497.00
23	VO052715	10/16/2013		10/16/13	10/31/2013	312.40
24	VO052845	10/31/2013		10/31/13	11/21/2013	6,052.00
25	VO052845	10/31/2013		10/31/13	11/21/2013	156.20
26	VO053083	11/15/2013		11/15/13	1/9/2014	5,429.90
27	VO053083	11/15/2013		11/15/13	1/9/2014	156.20
28	VO053462	12/15/2013		12/15/13	1/9/2014	4,806.00
29	VO053462	12/15/2013		12/15/13	1/9/2014	156.20
30	VO053688	12/15/1013		12/15/2013	1/31/2014	2,314.00
31	VO053688	12/15/1013		12/15/2013	1/31/2014	78.10
32	VO053995	1/17/2014		1/17/2014	1/31/2014	5,251.00
	VO053995	1/17/2014		1/17/2014	1/31/2014	500.30
Total Expended						78,912.34



Expenditure Summary

PandaPowerFunds
PANDA ENERGY INTERNATIONAL, INC
4100 Spring Valley, Suite 1001
Dallas, Texas 75244

171 - Temple II

AFE Number: N/A

Exp Code: 51701-171-12-000000

Originator: _____
Craft or Discipline: _____

Vendor: Allegience Title
Vendor#: VN00xxxx

Date: 10/1/2013

Scope: Title Work and Landowner Payments

PMT No.	Voucher	Invoice Date	Description	Invoice Number	Date Paid	Amount
1	VO000214	10/31/2013		PTIIP-2013-10-1	10/31/2013	188,300.00
2	VO000249	11/30/2013		PTIIP-2013-10-2	11/30/2013	111,739.00
3	VO000280	1/15/2014		PTIIP-2013-12-2	1/31/2014	28,931.00
4	VO054165	1/30/2014		1-30-14	2/13/2014	884.19
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Total Expended						329,854.19

GF#1337378-ALCM

Panda Temple Power

II, LLC

Temple Waterline

Project

COMMERCIAL SERVICES



8111 Preston Road, #320,

Dallas, Texas 75225

ATTN: Traci R. Miller

Date Issued:

January 21, 2014

Compensation Paid by

Parcel Reference

Landowner

Panda

Date Paid

H	Doris Nell Schwake	\$	114,850.00	10/9/2013
46	Jean Ann & Silas Floyd Akin	\$	33,187.00	10/25/2013
49	Jean Ann & Silas Floyd Akin	\$	17,563.00	10/25/2013
48	Marilyn T. Miller	\$	24,375.00	10/31/2013
J	Thomas Anthony & Carol M. Wolff	\$	31,500.00	11/15/2013
I	Flay Franklin & Barbara Baugh	\$	11,981.00	12/5/2013
K	Flay Franklin & Barbara Baugh	\$	42,088.00	12/5/2013
3A22	Donald Tschoerner	\$	14,711.00	1/10/2014
47	Donald Tschoerner	\$	22,215.00	1/10/2014
3A23	Manuel & Gertrudis Guerrero/Horizon Bank	\$	16,500.00	1/15/2014

TOTAL COMPENSATION PAID \$

328,970.00

Expenditure Summary

PandaPowerFunds
PANDA ENERGY INTERNATIONAL, INC
 4100 Spring Valley, Suite 1001
 Dallas, Texas 75244

171 - Temple II

AFE Number: N/A

Exp Code: _____

Originator: _____

Vendor: John Hughling and Lexington Holdings

Date: _____

Craft or Discipline: _____

Vendor#: VN010373 / VN10372

Scope: Temporary Work Spaces for FM93 (Phase 3) work.

PMT No.	Voucher	Invoice Date	Description	Invoice Number	Date Paid	Amount
1	V0053768	1/7/2014	Temp Lease - Hughling - Parcel 1I	177/2014	1/31/2014	16,200.00
2	V0053769	1/7/2014	Temp Lease - Lexington Holdings- Parcel 1FF	177/2014	1/31/2014	12,443.00
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Total Expended						28,643.00

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING ADDITIONAL REIMBURSEMENT TO PANDA TEMPLE POWER II, LLC, FOR THE COST OF PIPELINE EASEMENTS AND LEASES, PRELIMINARY ENGINEERING, RIGHT-OF-WAY SERVICES, SURVEYING WORK AND PROJECT MANAGEMENT, IN THE AMOUNT OF \$13,823.31; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, in November, 2012, the City Council authorized an Effluent and Water Purchase Agreement with Panda Temple Power II, LLC (Panda) which authorized the City to sell treated effluent to Panda for use in the operation of Panda's natural gas power plant;

Whereas, the Agreement requires the City to construct the infrastructure necessary to convey the treated effluent from the Temple-Belton Wastewater Treatment Plant (TBP) to the Panda site which includes approximately 45,000 linear feet of 24-inch pipe for conveying the treated effluent and a pump station to be located at the TBP;

Whereas, the Effluent Agreement authorized Panda to perform the initial easement procurement work for the pipeline with the agreement of the City to reimburse Panda for any costs incurred – Panda has obtained eight (8) permanent easements from various property owners along the pipeline route, specifically the route that stretches from Little River Road to the Panda site;

Whereas, on January 16, 2014, City Council authorized the reimbursement of these costs in the amount of \$900,000 – Panda has since approached staff requesting an additional \$13,823.31 in reimbursable expenses;

Whereas, this project will be funded with City of Temple Utility System Revenue Bonds, Series 2014;

Whereas, as part of the '2013 Effluent and Water Purchase Agreement' approved by City Council on February 14, 2013, the City of Temple will be responsible for designing, permitting, rights of way acquisition, metering, installation, construction and maintenance of the 'Treated Effluent Facilities' (TEF) and will also 'own' the facilities;

Whereas, the agreement includes provisions that define Panda's obligation to reimburse the City for those expenditures related to financing the design and construction of the TEF, and pursuant to the agreement, reimbursement will begin in the month that the debt is incurred by the City and reimbursement is required even if the Agreement is later terminated;

Whereas, the City and Panda also agree that any unused bond funds will be used to pay down the principal balance of the bonds – per the agreement, the bonds will be for a term of not less than 360 months and be taxable bonds;

Whereas, the additional amount of reimbursement sought by Panda for the costs of preliminary engineering, right-of-way services, surveying work, and project management is \$13,823.31, for a total of \$913,823.31 – the City will front the cost of the construction bonds until the bonds are issued to fund the total cost of the project; 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 reimbursement to Panda Temple Power II, LLC for the cost of pipeline easements and leases, preliminary engineering, right-of-way services, surveying work and project management, in the amount of \$13,823.31.

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 20th day of **March**, 2014.

THE CITY OF TEMPLE, TEXAS

DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

Lacy Borgeson
City Secretary

Kayla Landeros
Acting City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

03/20/14
Item #7(V)
Consent Agenda
Page 1 of 2

DEPT. /DIVISION SUBMISSION & REVIEW:

Brian Chandler, Director of Planning

ITEM DESCRIPTION: Consider adopting a resolution

1. Granting a petition to institute voluntary annexation proceedings, known as the Plains at Riverside Voluntary Annexation, for a 49.979 acre tract of land, located between South Pea Ridge Road (to the west) and Old Waco Road (to the east) abutting the city limits boundary to the north situated within the Nancy Chance Survey, Abstract No.5, Bell County, Texas.
2. Directing the Staff to develop a municipal services plan and calling public hearings to consider the petition.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: 3 Nex-Gen Devel LLC filed a petition on February 27, 2014 seeking voluntary annexation of 49.979 acres into the City of Temple. Voluntary annexation is governed by Section 43.028 of the Texas Local Government Code and applies only to the annexation of an area that is:

1. Less than one-half mile in width,
2. Contiguous to the annexing municipality, and
3. Vacant and without residents or on which fewer than three qualified voters reside.

The landowner's petition meets the statutory requirements and is recommended to be granted.

The proposed dates for initial public hearings are April 3, 2014 (regular meeting) and April 4, 2014, (special meeting, 8:30 a.m., Council Chambers). The resolution sets the time and place for these meetings. Planning staff will present a Municipal Services Plan at the hearing on April 3, 2014, as required by state law, showing how the City will serve the area proposed to be annexed into the City. The proposed schedule anticipates completion of annexation proceedings through a Second Reading at City Council on May 15, 2014. The applicant has requested to zone the property Single Family-2 (SF-2), which would be considered by Planning and Zoning Commission at its April 7, 2014 meeting and by City Council at the same time as the annexation request.

FISCAL IMPACT: Future development and improvements to the property will add value to the Ad Valorem Tax Base.

ATTACHMENTS:

[Voluntary Annexation Request Letter](#)

[Annexation Petition](#)

[Boundary Survey](#)

[Field Notes](#)

[Annexation schedule](#)

[Resolution](#)



TURLEY ASSOCIATES, INC.

301 NORTH THIRD STREET • TEMPLE, TEXAS 76501 • (254) 773-2400
F-1658 FAX • (254) 773-3998

February 27, 2014

City of Temple
Attn: Brian Chandler, Planning Director
2 North Main Street
Temple, TX 76501

RE: Voluntary Annexation Request – 49.979 Acres, Old Waco Road

Dear Mr. Chandler:

On behalf of our client, Turley Associates, Inc. respectfully requests that the City Council approve voluntary annexation of the 49.979 acres located at Old Waco Road. Attached please find the boundary survey, field notes and voluntary petition of annexation.

Also attached is an application for zoning, requesting that the property be zoned as Single Family-2 (SF-2). Our client asks that the City of Temple consider the zoning request concurrently with the annexation request. Our client also requests that the normal zoning fees be waived in consideration of the voluntary request for annexation.

Sincerely,


Jennifer Ryken, P.E., C.F.M.
Project Engineer

JR/tj

VOLUNTARY PETITION FOR ANNEXATION

DATE: December 20, 2013

To the City Council of the City of Temple:

3 Nex-Gen Devel LLC, a Texas limited liability company, is the sole owner of a tract of land containing approximately 49.979 acres ("the Tract"). The Tract is more particularly described by metes and bounds in Exhibit A to this petition.

The Tract is one-half mile or less in width; contiguous to the current limits of the City of Temple, Texas; and has less than three qualified voters as residents. The owner is petitioning the City Council to take the appropriate actions to annex the Tract pursuant to Section 43.028 of the Texas Local Government Code.

3 Nex-Gen Devel LLC
a Texas limited liability company

By: Cory Herring
Cory Herring, Managing Member

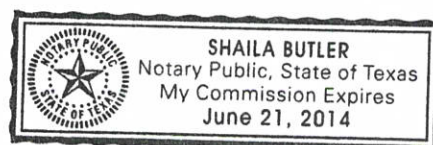
STATE OF TEXAS §

COUNTY OF BELL §

BEFORE ME, the undersigned authority, on this day personally appeared Cory Herring, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act of 3 Nex-Gen Devel LLC, a Texas limited liability company, as a Managing Member, for the purposes and consideration therein expressed.

Given under my hand and seal of office this 20th day of December, 2013.

Shaila Butler
Notary Public State of Texas



BEING a 49.979 acre tract of land situated in the NANCY CHANCE SURVEY, ABSTRACT No. 5, Bell County, Texas and being all of that certain called 50.011 acre tract of land described in a Deed dated November 10, 1960 from The Veterans' Land Board of Texas to John V. Higginbotham and being of record in Volume 817, Page 428, Deed Records of Bell County, Texas and being referenced in a Affidavit of Heirship to Faye Higginbotham and being of record in Document No. 2007-00041490, Official Public Records of Bell County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8" iron rod with cap stamped "ACS" found at a fence corner post being the occupied and evidenced southwest corner of the said 50.011 acre tract and being the northwest corner of that certain called 5.976 acre tract of land standing in the name of Lance Read and wife, Lori Read and being identified in Bell County Tax Appraisal District Records as Property Identification No. 389751 (no deed reference was found for this tract by this surveyor) and being in the east right-of-way line of South Pea Ridge Road (a publicly maintained roadway) as fenced and further evidenced on the ground (no recordation was found for the right-of-way of South Pea Ridge Road by this surveyor) for corner;

THENCE N. 19° 12' 00" E., 1375.33 feet departing the said Read tract and with the said east right-of-way line and with the west boundary line of the said 50.011 acre tract (calls N. 19° 12' 00" E., 1374.7 feet) (bearing base) as fenced and evidenced on the ground to a flagged fence corner post found being the occupied and evidenced northwest corner of the said 50.011 acre tract and being the southwest corner of that certain 32.02 acre tract of land described in a Warranty Deed dated June 20, 2013 from Stephen Bruce Easley, individually, and as Independent Executor of The Estate Of Charlene L. Easley, Deceased, and as Trustee of The 2007 Charlene Easley Irrevocable Trust; James Michael Easley, Individually; and Gary Lynn Easley, Individually to RTC Construction, Ltd., a Texas limited partnership and being of record in Document No. 2013-00028522, Official Public Records of Bell County, Texas for corner;

THENCE S. 71° 02' 06" E., 1575.48 feet departing the said east right-of-way line and with the occupied, fenced and evidenced north boundary line of the said 50.011 acre tract (calls S. 71° E., 1577.9 feet) and with the south boundary line of the said 32.02 acre tract (calls N. 71° W., 1577.9 feet) to a concrete monument found being the occupied and evidenced southeast corner of the said 32.02 acre tract and being the occupied and evidenced northeast corner of the said 50.011 acre tract and being in the west right-of-way line of Old Waco Road (a publicly maintained roadway) as fenced and further evidenced on the ground for corner;

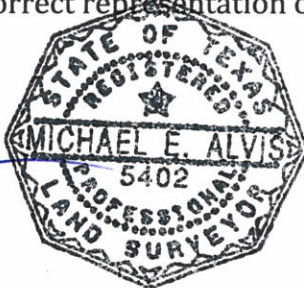
THENCE S. 18° 33' 11" W., 1374.90 feet departing the said 32.02 acre tract and with the east boundary line of the said 50.011 acre tract (calls S. 18° 39' W., 1374.9 feet) as occupied and further evidenced on the ground and with the said west right-of-way line to a ½" iron rod with cap stamped "RPLS 2475" set being the evidenced southeast corner of the said 50.011 acre tract and being the northeast corner of that certain 10.00 acre tract of land referenced in a Deed from Veterans Land Board of the State of Texas to Paul Rodney Bridges and being of record in Volume 5640, Page 767, Official Public Records of Bell County, Texas for corner;

THENCE N. 71° 03' 04" W., 1591.00 feet departing the said west right-of-way line and with the south boundary line of the said 50.011 acre tract (calls N. 71° W., 1591.0 feet) and with the north boundary line of the said 10.00 acre tract (makes no call) and continuing with the north boundary line of the aforementioned 5.976 acre tract (makes no call) to the Point of BEGINNING and containing 49.979 acres of land.

I, Michael E. Alvis, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that these field notes are a correct representation of a survey made on the ground.



Michael E. Alvis, R.P.L.S. #5402
August 13, 2013



Bearing Base: N. 19° 12' 00 E., 1374.74 feet west boundary line 50.011 acre tract, Volume 817, Page 428, Deed Records, Bell County, Texas

Schedule
Petition for Voluntary Annexation
3 Nex-Gen Devel LLC – 49.979 acres

DATE	ACTION	TIME LIMIT
February 27, 2014	CITY RECEIVES PETITION of landowner to annex area adjacent to city limits; fewer than 3 qualified voters reside in area	NA
March 20, 2014 Thursday Regular Meeting	COUNCIL GRANTS PETITION <i>21st day after petition filed</i>	Hear and grant or deny petition after the 5 th day, but on or before the 30 th day after petition is filed §43.028(d) LGC
	COUNCIL ADOPTS RESOLUTION Directing staff to develop service plan Calling public hearings on April 3 and April 4	Before publication of notice of First hearing required under §43.065 LGC.
March 23, 2014 Sunday	CITY SECRETARY PUBLISHES NOTICES FOR PUBLIC HEARINGS ON ANNEXATION Post notice on City web site Publish notice in Telegram Send notice to affected railroads by certified mail <i>11th day before 1st public hearing</i> <i>12th day before 2nd public hearing</i>	Publish hearing notice on or after the 20 th day but before the 10 th day before the date of the hearing required under §43.063(c) LGC
April 3, 2014 Thursday Regular Meeting	COUNCIL HOLDS 1ST PUBLIC HEARING Staff presents service plan <i>28th day before 1st reading of the ordinance</i>	Hold hearings on or after the 40 th day but before the 20 th day before the date of institution of annexation proceedings with 1 st reading of ordinance. §43.063(a) LGC
April 4, 2014 Friday Special Meeting 8:30 am	COUNCIL HOLDS 2ND PUBLIC HEARING Staff presents service plan <i>27th day before 1st reading of the ordinance</i>	
April 7, 2014	PLANNING & ZONING COMMISSION MEETING TO CONSIDER REZONING OF PROPERTY	Receive recommendation for rezoning from PZC prior to 1 st reading of annexation/rezoning Ordinance by Council
May 1, 2014 Thursday Regular Meeting	COUNCIL CONSIDERS ANNEXATION/REZONING ORDINANCE ON 1ST READING & HOLDS PUBLIC HEARING	First reading institutes proceedings for purposes of statutory time limits.
May 15, 2014 Thursday Regular Meeting	COUNCIL CONSIDERS ANNEXATION/REZONING ORDINANCE ON 2ND READING <i>14th day after 1st reading of ordinance</i>	Complete annexation proceedings within 90 days from first reading. §43.064(A) LGC

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, GRANTING A PETITION FOR VOLUNTARY ANNEXATION, KNOWN AS *THE PLAINS AT RIVERSIDE VOLUNTARY ANNEXATION*, CONSISTING OF AN APPROXIMATELY 49.979 ACRE TRACT OF LAND LOCATED BETWEEN SOUTH PEA RIDGE ROAD AND OLD WACO ROAD; DIRECTING THE STAFF TO DEVELOP A MUNICIPAL SERVICES PLAN AND CALLING PUBLIC HEARINGS FOR APRIL 3, 2014 AND APRIL 4, 2014; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, 2 Nex-Gen Devel LLC filed a petition on February 27, 2014 seeking voluntary annexation of 49.979 acres into the City of Temple – voluntary annexation is governed by §43.028 of the Texas Local Government Code and applies only to the annexation of an area that is:

- 1) less than one-half mile in width;
- 2) contiguous to the annexing municipality; and
- 3) vacant and without residents or on which fewer than three qualified voters reside;

Whereas, the landowner's petition meets the statutory requirement and is recommended to be granted;

Whereas, the proposed dates for the initial public hearings are April 3, 2014 (regular meeting) and April 4, 2014 (special meeting, 8:30am, City Council Chambers) – the resolution sets the time and place for these meetings and the planning staff will present a Municipal Services Plan at the hearing on April 3, 2014, as required by state law showing how the City will serve the area proposed to be annexed into the City;

Whereas, the proposed schedule anticipates completion of annexation proceedings through a second reading at City Council on May 15, 2014;

Whereas, the applicant has requested to zone the property Single Family Two (SF-2), which would be considered by Planning and Zoning Commission at its April 7, 2014 meeting and by City Council at the same time as the annexation request; and

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

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

Part 1: The City Council grants a petition for voluntary annexation known as *The Plains at Riverside Voluntary Annexation*;

Part 2: The Staff is hereby directed to prepare a municipal services plan for the annexation area as follows:

an approximately 49.979 acre tract of land located between South Pea Ridge Road (to the west) and Old Waco Road (to the east) abutting the City limits boundary to the north, and situated within the Nancy Chance Survey, Abstract No. 5, Bell County, Texas.

The above tract is more fully described by metes and bounds contained in field notes which is attached hereto and made a part of this Resolution for all purposes as Exhibit 'A.'

Part 3: The City Council hereby calls two public hearings to gather comment concerning the proposed annexation described in Section 2 above, with the first public hearing scheduled for the Regular Council Meeting on April 3, 2014, at 5:00 PM, and the second public hearing at a Special Called City Council Meeting on April 4, 2014, at 8:30 AM, both public hearings to be held in the City Council Chambers on the 2nd floor of the Municipal Building located at Main and Central in Temple, Bell County, Texas.

Part 4: The City Staff is hereby authorized to relocate the second public hearing to a suitable location within the area to be annexed in the event of protest.

Part 5: 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 20th day of **March**, 2014.

THE CITY OF TEMPLE, TEXAS

DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

Lacy Borgeson
City Secretary

Kayla Landeros
Acting City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

03/20/14
Item #7(W)
Consent Agenda
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DEPT./DIVISION SUBMISSION & REVIEW:

Lacy Borgeson, City Secretary

ITEM DESCRIPTION: Consider adopting a resolution declaring the candidates for the May 10, 2014, Mayor at Large, District 2, and District 3 City Councilmembers as unopposed and elected to office, thereby canceling the May 10, 2014 City general election.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: The Election Code permits the cancellation of an election under certain circumstances. This is the fifth opportunity the City of Temple has had to cancel an election.

In order to cancel an election in the City, the City Secretary must certify in writing to the City Council that only one candidate's name is to appear on the ballot for the election in a particular district; that no write-in candidates have filed to be placed on the list of write-in candidates for this place; and that no proposition is to appear on the ballot. These certifications have been made on the attached *Certification of Unopposed Candidates* regarding the Mayor at Large, District 2, and District 3 Councilmember election.

Since there is only one candidate for each seat, the incumbents, Daniel A. Dunn, Judy Morales, and Perry Cloud the Council can declare the unopposed candidates for Mayor at Large, District 2, and District 3 elected to office, thereby canceling the May 10, 2014 election. The *Order of Cancellation*, also attached, will be posted on Election Day at these polling places. The Certificate of Election will be presented to Mr. Dunn, Ms. Morales, and Mr. Cloud following the May 10th election date.

FISCAL IMPACT: The City Secretary's FY 2014 Budget includes funding in account 110-1400-511-2517 in the amount of \$28,500 for the 2014 General Election.

ATTACHMENTS:

[Certificate of Unopposed Candidate](#)
[Order of Cancellation](#)
[Resolution](#)

**CERTIFICATION OF UNOPPOSED CANDIDATES
CERTIFICACIÓN DE CANDIDATOS ÚNICOS**

To: Presiding Officer of Governing Body

Al: Presidente de la entidad gobernante

As the authority responsible for having the official ballot prepared, I hereby certify that the following candidates are unopposed for election to office for the election scheduled to be held on May 10, 2014.

Como autoridad a cargo de la preparación de la boleta de votación oficial, por la presente certifico que los siguientes candidatos son candidatos únicos para elección para un cargo en la elección que se llevará a cabo el 10 de mayo de 2014.

List offices and names of candidates:

Lista de cargos y nombres de los candidatos

Office(s) Cargo(s)

Candidate(s) Candidato(s)

Mayor-at-Large

Daniel A. Dunn

District 2 Councilmember

Judy Morales

District 3 Councilmember

Perry Cloud

Signature (*Firma*)

Lacy Borgeson

Printed name (*Nombre en letra de molde*)

City Secretary

Title (*Puesto*)

March 11, 2014 (Seal) (*sello*)

Date of signing (*Fecha de firma*)

ORDER OF CANCELLATION
EJEMPLO DE ORDEN DE CANCELACIÓN

The City Council of the City of Temple hereby cancels the election scheduled to be held on May 10, 2014 in accordance with Section 2.053(a) of the Texas Election Code. The following candidates have been certified as unopposed and are hereby elected as follows:

La Ciudad Temple, Texas por la presente cancela la elección que, de lo contrario, se hubiera celebrado el 10 de mayo de 2014 de conformidad, con la Sección 2.053(a) del Código de Elecciones de Texas. Los siguientes candidatos han sido certificados como candidatos únicos y por la presente quedan elegidos como se haya indicado a continuación:

<u>Candidate (<i>Candidato</i>)</u>	<u>Office Sought (<i>Cargo al que presenta candidatura</i>)</u>
Daniel A. Dunn	Mayor-at-large
Judy Morales	Councilmember District 2
Perry Cloud	Councilmember District 3

A copy of this order will be posted on Election Day at each polling place that would have been used in the election.

El Día de las Elecciones se exhibirá una copia de esta orden en todas las mesas electorales que se hubieran utilizado en la elección.

Mayor (*Presidente*)

Secretary (*Secretario de ciudad*)
(seal) (*sello*)

March 20, 2014
Date of adoption (*Fecha de adopción*)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, DECLARING THE CANDIDATES FOR THE MAY 10, 2014 MAYOR AT LARGE, DISTRICT 2 AND DISTRICT 3 CITY COUNCILMEMBERS AS UNOPPOSED AND ELECTED TO OFFICE, THEREBY CANCELLING THE MAY 10, 2014 CITY GENERAL ELECTION; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the Election Code permits the cancellation of an election under certain circumstances – this is the fifth opportunity the City of Temple has had to cancel an election;

Whereas, in order to cancel an election, the City Secretary must certify in writing to the City Council that:

- 1) only one candidate's name is to appear on the ballot for the election in a particular district;
- 2) no write in candidates have filed to be placed on the list of write-in candidates for this place; and
- 3) no proposition is to appear on the ballot;

Whereas, these certification have been made on the attached *Certification of Unopposed Candidates* regarding the Mayor at Large, District 2 and District 3 Councilmember elections;

Whereas, as there is only one candidate for each seat, the incumbents, Daniel A. Dunn, Judy Morales and Perry Cloud, the Council can declare the unopposed candidates for Mayor at Large, District 2 and District 3 elected to office, thereby cancelling the May 10, 2014 election;

Whereas, the *Order of Cancellation*, attached hereto as Exhibit 'A,' will be posted on Election Day at all polling places and the *Certificate of Election*, attached hereto as Exhibit 'B,' will be presented to Mr. Dunn, Ms. Morales and Mr. Cloud following the May 10, 2014 election date; 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 declares the candidates for the May 10, 2014 Mayor at Large, District 2 and District 3 Councilmembers as unopposed and elected to office, thereby canceling the May 10, 2014 City general election.

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 **20th** day of **March**, 2014.

THE CITY OF TEMPLE, TEXAS

DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

Lacy Borgeson
City Secretary

Kayla Landeros
Acting City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

03/20/14
Item #7(X)
Consent Agenda
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DEPT./DIVISION SUBMISSION & REVIEW:

Traci Barnard, Director of Finance

ITEM DESCRIPTION: Consider adopting a resolution authorizing budget amendments for fiscal year 2013-2014.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: This item is to recommend various budget amendments, based on the adopted FY 2013-2014 budget. The amendments will involve transfers of funds between contingency accounts, department and fund levels.

FISCAL IMPACT: The total amount of budget amendments is \$35,631.

ATTACHMENTS:

[Budget Amendments](#)

[Resolution](#)

CITY OF TEMPLE
BUDGET AMENDMENTS FOR FY 2014 BUDGET
March 20, 2014

ACCOUNT #	PROJECT #	DESCRIPTION	APPROPRIATIONS	
			Debit	Credit
110-2031-521-23-33		Auto & Equipment - Fleet Services (Police - Patrol)	\$ 694	
110-0000-461-05-54		Insurance Claims		\$ 694
Transfer the remaining amount from an Insurance Claim from Liberty Mutual due to other accidents not covered				
110-2020-521-25-33		DARE CJD Expenses (Police-SRO)	\$ 1,000	
110-0000-442-07-23		DARE Donations (Booster Calendars)		\$ 1,000
110-2041-521-25-38		Crime Victims Expenditures (Police-GIU)	\$ 606	
110-0000-442-07-22		Police Donations		\$ 606
Transfer Booster Calendar money and donations into allocated expense accounts.				
110-2330-540-25-16		Judgment & Damages (Solid Waste)	\$ 5,000	
110-1910-519-25-16		Judgment & Damages (I.T.)	\$ 4,831	
110-1500-515-65-31		Contingency/Judgments & Damages		\$ 9,831
To appropriate funds for judgment and claims for Solid Waste - Residential and ITS. Solid Waste - Residential is in the amount of \$5,000. ITS in the amount of \$4,831.				
520-5000-535-26-16		Professional (Public Works Admin)	\$ 23,500	
520-5000-535-65-32		Water and Sewer Contingency		\$ 23,500
To appropriate additional funds for consulting services contract with Sharp Consulting to compile the annual Water Loss Audit and Water Conservation Annual Report. The consultant will also update the City's Conservation Plan as required by the Texas Water Development Board (TWDB)				
TOTAL AMENDMENTS			\$ 35,631	\$ 35,631
GENERAL FUND				
Beginning Contingency Balance			\$ 498,072	
Added to Contingency Sweep Account			89,700	
Carry forward from Prior Year			-	
Taken From Contingency			(181,736)	
Net Balance of Contingency Account			\$ 406,036	
Beginning Judgments & Damages Contingency			\$ 40,000	
Added to Contingency Judgments & Damages from Council Contingency			-	
Taken From Judgments & Damages			(9,831)	
Net Balance of Judgments & Damages Contingency Account			\$ 30,169	

CITY OF TEMPLE
BUDGET AMENDMENTS FOR FY 2014 BUDGET
March 20, 2014

ACCOUNT #	PROJECT #	DESCRIPTION	APPROPRIATIONS	
			Debit	Credit
		Beginning Compensation Contingency		\$ 288,000
		Added to Compensation Contingency		-
		Taken From Compensation Contingency		(216,697)
		Net Balance of Compensation Contingency Account		\$ 71,303
		Net Balance Council Contingency		\$ 507,508
		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		(49,574)
		Net Balance of Contingency Account		\$ 426
		Beginning Compensation Contingency		\$ 50,000
		Added to Compensation Contingency		-
		Taken From Compensation Contingency		(23,500)
		Net Balance of Compensation Contingency Account		\$ 26,500
		Net Balance Water & Sewer Fund Contingency		\$ 26,926
		HOTEL/MOTEL TAX FUND		
		Beginning Contingency Balance		\$ 29,107
		Added to Contingency Sweep Account		-
		Carry forward from Prior Year		-
		Taken From Contingency		(3,745)
		Net Balance of Contingency Account		\$ 25,362
		Beginning Compensation Contingency		\$ 7,500
		Added to Compensation Contingency		-
		Taken From Compensation Contingency		(7,500)
		Net Balance of Compensation Contingency Account		\$ -
		Net Balance Hotel/Motel Tax Fund Contingency		\$ 25,362
		DRAINAGE FUND		
		Beginning Contingency Balance		\$ -
		Added to Contingency Sweep Account		-
		Carry forward from Prior Year		-
		Taken From Contingency		-
		Net Balance of Contingency Account		\$ -
		Beginning Compensation Contingency		\$ 7,500
		Added to Compensation Contingency		-
		Taken From Compensation Contingency		(7,500)
		Net Balance of Compensation Contingency Account		\$ -
		Net Balance Drainage Fund Contingency		\$ -
		FED/STATE GRANT FUND		
		Beginning Contingency Balance		\$ -
		Carry forward from Prior Year		237,553
		Added to Contingency Sweep Account		-
		Taken From Contingency		(217,954)
		Net Balance of Contingency Account		\$ 19,599

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, APPROVING BUDGET AMENDMENTS TO THE 2013-2014 CITY BUDGET; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, on the 29th day of August, 2013, the City Council approved a budget for the 2013-2014 fiscal year; and

Whereas, the City Council deems it in the public interest to make certain amendments to the 2013-2014 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 2013-2014 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 20th day of **March**, 2014.

THE CITY OF TEMPLE, TEXAS

DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

Lacy Borgeson
City Secretary

Kayla Landeros
Acting City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

03/20/14
Item #8
Regular Agenda
Page 1 of 1

DEPT./DIVISION SUBMISSION & REVIEW:

Tammy Lyerly, Senior Planner

ITEM DESCRIPTION: FIRST READING – PUBLIC HEARING – A-FY-14-03: Consider adopting an ordinance abandoning a 1.257-acre portion of South 23rd Street right-of-way, extending southward from the Travis Science Academy to its intersection with South 25th Street, situated in the E. Pennington Survey, Abstract 658, Bell County, Texas, being a portion of public roadway known as South 23rd Street, as conveyed to the City of Temple in volume 731, page 479, deed records of Bell County, Texas.

STAFF RECOMMENDATION: Staff recommends approval of the applicant's requested partial abandonment of South 23rd Street, as submitted and described in the item description.

ITEM SUMMARY: Temple ISD requests this partial abandonment of South 23rd Street right-of-way to allow construction of a joint use site for Travis Science Academy and Ralph Wilson Youth Club. The South 23rd Street right-of-way bisects property that is part of the Travis Science Academy campus. The Ralph Wilson Youth Club plans to acquire the property from Temple ISD in order to build a new Ralph Wilson Youth Club Center.

Planning staff contacted all utility providers, including the Public Works Department, regarding the proposed abandonment. There are no utilities in the subject area and no objections to the abandonment request.

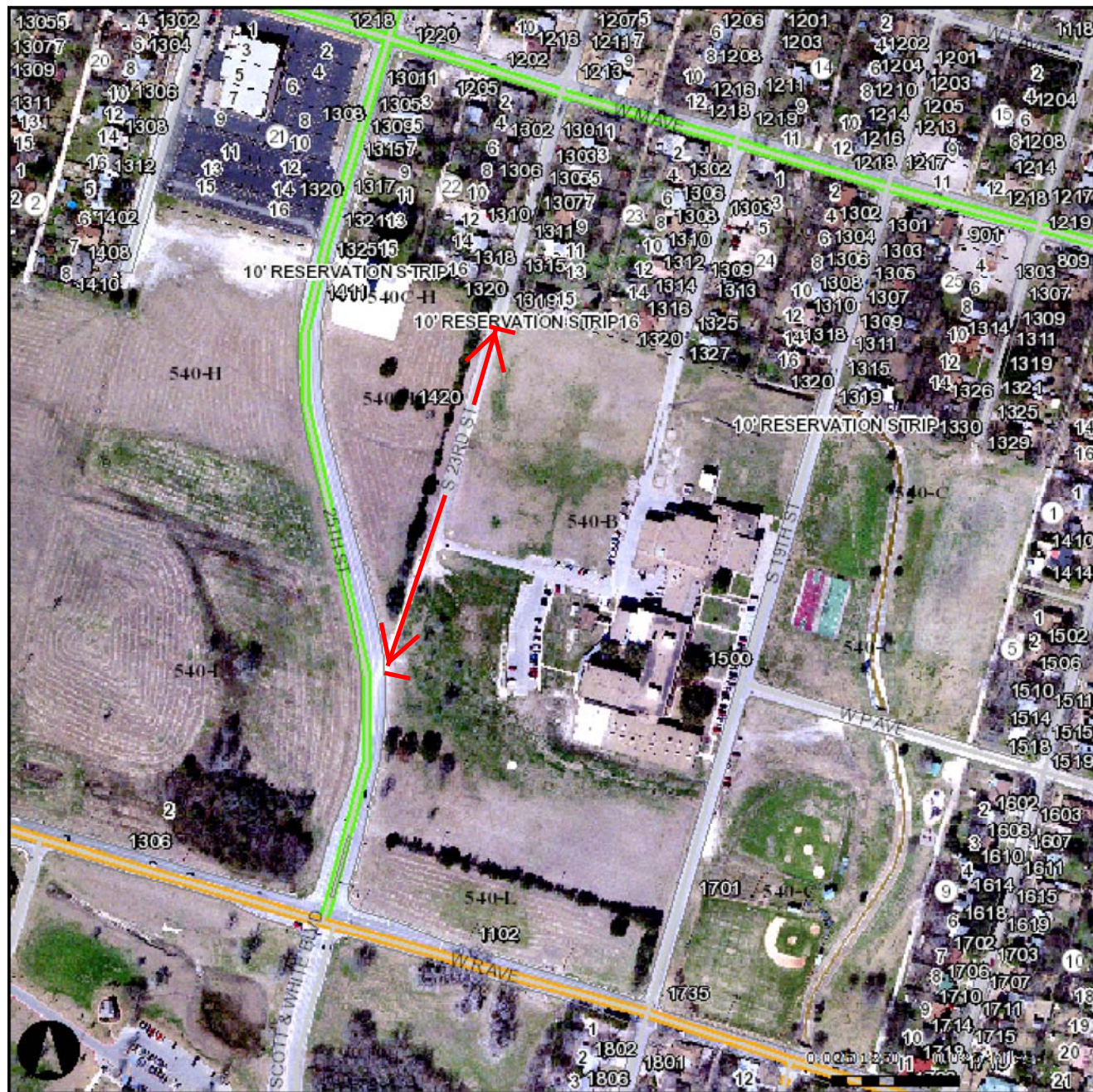
The notice and bidding requirements in Chapter 272 of the Local Government Code do not apply to land or a real property interest originally acquired for streets, rights-of-way, or easements that the political subdivision chooses to exchange for other land to be used for streets, rights-of-way, easements, or other public purposes. The abandoned portion of South 23rd Street will be exchanged for two new tracts of right-of-way to be dedicated to the City by the final plat of RWYC Addition: 0.559 acres for realignment of South 23rd Street and 0.071 acre to widen the right-of-way of South 25th Street.

FISCAL IMPACT: NA

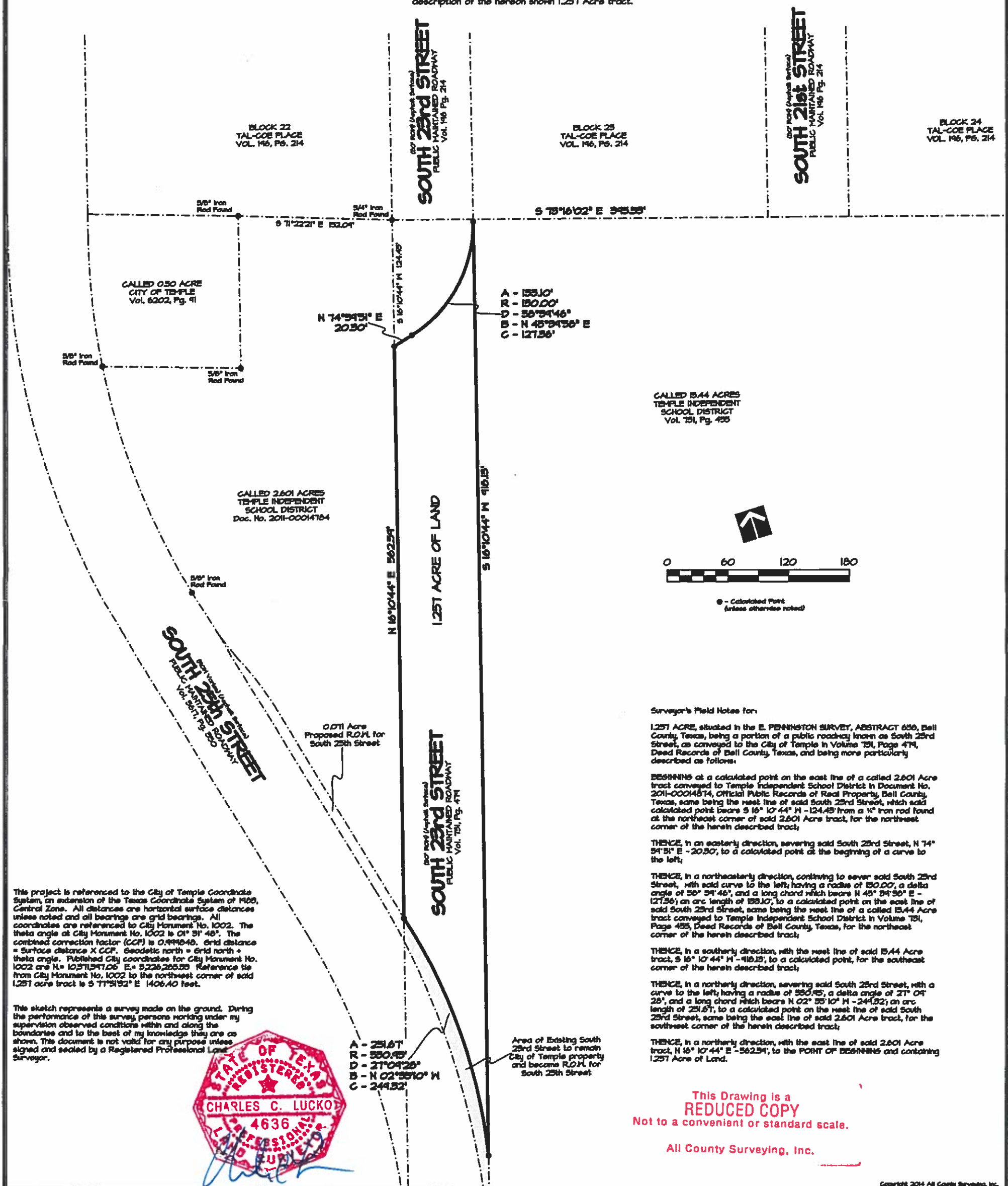
ATTACHMENTS:

[Vicinity Map](#)
[Abandonment Exhibit](#)
[Appraisal Report](#)
[Ordinance](#)

S 23rd St Abandonment



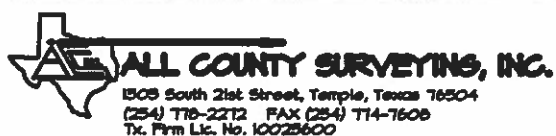
This sketch to accompany a metes and bounds description of the herein shown 1.257 Acre track.



**This Drawing is a
REDUCED COPY
Not to a convenient or standard scale.**

All County Surveying, Inc.

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Surveyor's Sketch showing 1.257 ACRES,
situated in the E. PENNINGTON SURVEY,
ABSTRACT 658, Bell County, Texas.

Plot Date: 03-06-2014
Survey completed: 07-26-2015
Scale: 1" = 60'
Job No.: 100548
Dwg No.: 100548
Drawn by: SLH
Survivor: CCL 04000

**APPRAISAL REPORT
OF**



1500 South 19th Street (6 Acres plus or minus)
Temple, TX 76504-7242

PREPARED FOR

Kent Boyd
Temple Independent School District
200 North 23rd Street
Temple, TX 76504

AS OF

May 30, 2012

PREPARED BY

Hal Dunn & Associates
5106 S. General Bruce Drive #200
Temple, TX 76502

Hal Dunn & Associates

P O Box 4215
Temple, TX 76505

Telephone 254-773-2222
FAX 254-742-1615

June 8, 2012

Kent Boyd
Assistant Superintendent of Finance & Operations
Temple Independent School District
200 North 23rd Street
Temple, TX 76504

Re: Appraisal of 6 (plus/minus) Acres at Travis Middle School, between S 21st & 23rd Street, Temple, TX 76504

At your request, I have inspected and appraised the above referenced real property. The purpose of this appraisal is to estimate the market value of the fee simple interest in the subject property under market conditions prevailing as of May 30, 2012. This appraisal was prepared for utilization solely by my client in making financial decisions regarding the subject property.

The appraiser has made a physical inspection of the subject property, has gathered and analyzed market data from all available data sources; assessed past and current market trends; determined the highest and best use of subject; completed or analyzed the three approaches to value (when appropriate); and has reconciled the appropriate approaches to value into a final estimate, all in accordance with the Uniform Standards of Profession Appraisal Practice.

This appraisal is intended to be self contained with all the necessary information to enable the reader to understand the appraiser's opinion and follow the appraiser's reasoning. The existence of any hazardous substances, including and without limitation to asbestos, radon gas, petroleum leakage or agricultural chemicals or any other environmental conditions, which may or may not be present on or within the property, were not called to the attention of the appraiser nor did this appraiser become aware of such during the inspection of the subject. This appraiser has no knowledge of the existence of such materials, unless otherwise noted. This appraiser is not qualified to detect or test for such substances or conditions. If such substances exist on the subject property, the finding and removal of those elements could be quite costly and could substantially affect the value of the property. The final value estimate is predicted on the assumption that there is no such condition on, near or within the property or within such proximity thereto that it would cause a loss of value. No responsibility is assumed for any such conditions or for the expertise including engineering knowledge required to discover them.

The estimated marketing period for the subject property is over 6 months. This estimation is based upon market research and the assumption that the property will be competently marketed.

The appraisal report that follows sets forth the identification of the property, the assumptions and limiting conditions and pertinent facts about the area and the subject property. With the results of the investigations and analysis and the reasoning leading to the conclusions set forth, the concluded Market Value of the fee simple estate of the appraised property, as of May 30, 2012 is:

\$90,000
(Ninety Thousand Dollars)

LAND APPRAISAL REPORT

File No. 44812 - NY

Case No.

IDENTIFICATION	Owner <u>Temple Independent School District</u>		Census Tract <u>0210 00</u>		Map Reference <u>35C05</u>	
	Property Address <u>To Be Determined</u>					
	City <u>Temple</u>		County <u>Bell</u>	State <u>TX</u>	Zip Code <u>76504-7242</u>	
	Legal Description <u>6 Acres out of the B Hughes Survey, Abstract 376 (total 15.434 acres)</u>					
NEIGHBORHOOD	Sale Price \$ <u>NA</u>		Date of Sale <u>NA</u>		Property Rights Appraised <input checked="" type="checkbox"/> Fee <input type="checkbox"/> Leasehold <input type="checkbox"/> De Minimis PUD	
	Actual Real Estate Taxes \$ <u>Exempt</u> (yr)		Loan Charges to be paid by seller \$ <u>NA</u>		Other Sales Concessions <u>NA</u>	
	Client <u>Temple Independent School District</u>		Address <u>200 North 23rd Street, Temple, TX 76504</u>			
	Occupant <u>Vacant Land</u>		Appraiser <u>Harold P. Dunn</u>		Instructions to Appraiser <u>Market value of the fee simple interest</u>	
	Intended User <u>Kent Boyd</u>		Intended Use <u>To aid in making financial decisions regarding the subject property.</u>			
	Location	<input type="checkbox"/> Urban	<input checked="" type="checkbox"/> Suburban	<input type="checkbox"/> Rural		
	Built Up	<input checked="" type="checkbox"/> Over 75%	<input type="checkbox"/> 25% to 75%	<input type="checkbox"/> Under 25%		
	Growth Rate	<input type="checkbox"/> Fully Dev.	<input checked="" type="checkbox"/> Rapid	<input type="checkbox"/> Steady		
	Property Values	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining		
	Demand/Supply	<input type="checkbox"/> Shortage	<input checked="" type="checkbox"/> In Balance	<input type="checkbox"/> Oversupply		
Marketing Time	<input type="checkbox"/> Under 3 Mos.	<input type="checkbox"/> 4-6 Mos.	<input checked="" type="checkbox"/> Over 6 Mos.			
SITE	Present Land Use <u>60 %1 Family</u>		<u>5 %2-4 Family</u>	<u>% Apts</u>	<u>30 % Condo</u>	<u>% Commercial</u>
	<u>%Industrial</u>		<u>5 % Vacant</u>			
	Change In Present Land Use		<input checked="" type="checkbox"/> Not Likely	<input type="checkbox"/> Likely(*)	<input type="checkbox"/> Taking Place (*)	
	(*) From <u>Vacant</u>		To <u>Institutional</u>			
	Predominate Occupancy		<input checked="" type="checkbox"/> Owner	<input type="checkbox"/> Tenant	<u>% Vacant</u>	
	Single Family Price Range		<u>\$ NA</u>	to <u>\$ NA</u>	Predominant Value <u>\$ NA</u>	
	Single Family Age		<u>NA yrs</u>	<u>NA yrs</u>	Predominant Age <u>NA yrs</u>	
	Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise) <u>The South Temple marketplace is a desirable, developed residential area. The area offers easy access to local schools, employment centers, recreational facilities and major medical facilities. The subject property will be located in an area of properties of similar design, square footage and quality of construction.</u>					
	Dimensions <u>No survey provided (Survey Required)</u> = <u>6 Acres(Plus/Minus)</u> <input type="checkbox"/> Corner Lot					
	Zoning Classification <u>SD-T</u> Present Improvements <input checked="" type="checkbox"/> do <input type="checkbox"/> do not conform to zoning regulations					
MARKET DATA ANALYSIS	Highest and best use <input type="checkbox"/> Present use <input checked="" type="checkbox"/> Other (specify) <u>Holding Investment for future institutional development</u>					
	Public <input checked="" type="checkbox"/> Other (Describe) <u>OFF SITE IMPROVEMENTS</u>					
	Elec. <input checked="" type="checkbox"/>		Street Access <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private			
	Gas <input type="checkbox"/>		Surface <input type="checkbox"/> Paved			
	Water <input checked="" type="checkbox"/>		Maintenance <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private			
	San. Sewer <input checked="" type="checkbox"/>		<input type="checkbox"/> Storm Sewer <input checked="" type="checkbox"/> Curb/Gutter			
	<input type="checkbox"/> Underground Elect. & Tel.		<input type="checkbox"/> Sidewalk <input type="checkbox"/> Street Lights			
			Topo <u>Generally Level</u>			
			Size <u>6 Acres(Plus/Minus)</u>			
			Shape <u>Rectangular</u>			
		View <u>Average</u>				
		Drainage <u>Appears Adequate</u>				
		Is the property located in a HUD Identified Special Flood Hazard Area? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes				
Comments (favorable or unfavorable including any apparent adverse easements, encroachments or other adverse conditions): <u>No adverse easements or site conditions were noted during the site inspection.</u>						
The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (-) adjustment is made thus reducing the indicated value of subject. If a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject.						
For the Market Data Analysis: <input checked="" type="checkbox"/> See grid below <input type="checkbox"/> See narrative attachment						
RECONCILIATION	SUBJECT PROPERTY		COMPARABLE NO.1		COMPARABLE NO.2	
	Address <u>To Be Determined</u>		1207 Old Waco Road		Lot 7 Dairy Road	
	Temple, TX 76504-7242		Temple, TX 76502		Temple, TX 76501	
	Proximity to Subject		3.89 miles W		3.35 miles E	
	Sales Price		\$ 15,888		\$ 11,477	
	Price /		\$ 85,000		\$ 57,500	
	Data Source		TBBOR MLS# 88608		TBBOR MLS# 93509	
	Date of Sale and Time Adjustment		08/15/2011		10/31/2011	
	Location		Average		Inferior	
	Site/View		6 Acres(Plus/Minus)		5.01 Acres	
Tree/Creek/Topo		Average		Average		
Improvements		None of value		None of value		
Access/Frontage		Average		Average		
Zoning		No zoning		AG		
Sales or Financing Concessions						
Net Adj.(Total)		<input checked="" type="checkbox"/> Plus <input type="checkbox"/> Minus \$ 0		<input checked="" type="checkbox"/> Plus <input type="checkbox"/> Minus \$ 3,443		
Indicated Value of Subject		Net=0% Gross=0% \$ 15,888		Net=30% Gross=30% \$ 14,920		
				Net=-50% Gross=50% \$ 14,837		
Comments on Market Data: <u>Comparable Sale #2 was adjusted upward for being in a inferior location further away from the more developed areas of Temple. Comparable Sale #3 was adjusted downward for being located in a superior location than subject with a potential for more value due to location and localized development currently taking place. Comparable Sale #3 was also adjusted downward due to its smaller overall acreage. as smaller tracts tend to bring more per acre than larger tracts and vice versa. Comparable #1 adjustments were deemed unnecessary as development around it continues to take place and therefore is considered to have equal location value to subject property.</u>						
Comments and Conditions of Appraisal: <u>Appraised "as is"</u>						
Final Reconciliation: <u>The resulting adjusted land sales indicate a land value for the subject property from \$14,837/ac. to \$15,888/ac. with a concluded opinion of value of approximately \$15,000/ac. or \$90,000.</u>						
I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF <u>May 30, 2012</u> to be \$ <u>90,000</u>						

This appraisal report is subject to the scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
4. The appraiser has noted in this appraisal report any adverse conditions (such as the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent deficiencies or adverse conditions of the property (such as, but not limited to, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:


1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the subject property.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
9. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale of the subject property.
10. I have knowledge and experience in appraising this type of property in this market area.
11. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
12. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
13. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
14. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
15. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
16. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
17. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event.
18. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
19. I identified the client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.
20. I am aware that any disclosure or distribution of this appraisal report by me or the client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

21. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature 
 Name Harold P. Dunn
 Company Name Hal Dunn & Associates
 Company Address 5106 S. General Bruce Drive #200
Temple, TX 76502
 Telephone Number 254-773-2222
 Email Address haldunn_associates@yahoo.com
 Date of Signature and Report June 8, 2012
 Effective Date of Appraisal May 30, 2012
 State Certification # 1324607
 or State License # TX-1324607-G
 or Other (describe) _____ State # _____
 State TX
 Expiration Date of Certification or License 03/31/2013

ADDRESS OF PROPERTY APPRAISED

1500 South 19th Street (6 Acres plus or minus)
Temple, TX 76504-7242

APPRAISED VALUE OF SUBJECT PROPERTY \$ 90,000
 CLIENT

Name Kent Boyd- Assistant Superintendent of Finance & Operations
 Company Name Temple Independent School District
 Company Address 200 North 23rd Street
Temple, TX 76504
 Email Address kent.boyd@tisd.org

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature _____
 Name _____
 Company Name _____
 Company Address _____
 Telephone Number _____
 Email Address _____
 Date of Signature _____
 State Certification # _____
 or State License # _____
 State TX
 Expiration Date of Certification or License _____

SUBJECT PROPERTY

- ☐ Did not inspect subject property
☐ Did inspect exterior of subject property from street
 Date of Inspection _____
☐ Did inspect interior and exterior of subject property
 Date of Inspection _____

COMPARABLE SALES

- ☐ Did not inspect exterior of comparable sales from street
☐ Did inspect exterior of comparable sales from street
 Date of Inspection _____

Hal Dunn & Associates
SUBJECT PHOTO ADDENDUM

File No. 44812 - NY
Case No.

Borrower	Not Applicable						
Property Address	To Be Determined						
City	Temple	County	Bell	State	TX	Zip Code	76504-7242
Lender/Client	Temple Independent School District		Address	200 North 23rd Street, Temple, TX 76504			



**FRONT OF
SUBJECT PROPERTY**
To Be Determined
Temple, TX 76504-7242



**REAR OF
SUBJECT PROPERTY**



STREET SCENE
South 23rd Street

Borrower Not Applicable

Property Address To Be Determined

City	Temple	County	Bell	State	TX	Zip Code	76504-7242
Lender/Client	Temple Independent School District		Address 200 North 23rd Street, Temple, TX 76504				



COMPARABLE SALE # 1
1207 Old Waco Road
Temple, TX 76502



COMPARABLE SALE # 2
Lot 7 Dairy Road
Temple, TX 76501



COMPARABLE SALE # 3
1.88 Ac. on Saulsbury Road
Temple, TX 76502

Hal Dunn & Associates
COMPARABLE LAND SALES DETAIL SHEET

Comparable Land Sale 1

Date: 08/15/11

Location: 1207 Old Waco Road

Legal: 5.35 acres out of the Nancy Chance Survey 26, Abstract 05

Size: 5.35 Acres

Grantor: David & Lunelle Lucky

Grantee: Richard H. Lewis

Recording Data: Property ID: 66499; Instrument # 201100028182

Consideration: \$85,000 or \$15,888/acre

Zoning: AG

Comparable Land Sale 2

Date: 10/31/2011

Location: Lot 7 Dairy Road

Legal: 5.01 acres, more or less, out of the Maximo Moreno Survey, Abstract 14

Size: 5.01 Acres

Grantor: Juan Garcia

Grantee: Maria Curry

Recording Data: Property ID: 432457; Instrument # 201100038039

Consideration: \$57,500 or \$11,477/acre

Zoning: AG

Comparable Land Sale 3

Date: 06/01/2010

Location: Saulsbury Road, Corner of Saulsbury & Bunker Hill Drive

Legal: Lot 1, 2, 3, 4, Block 9, Northwest Hills 1st Extension Replat

Size: 1.88 Acres

Grantor: Tony L. Hoelscher

Grantee: Ray Curtis Investments

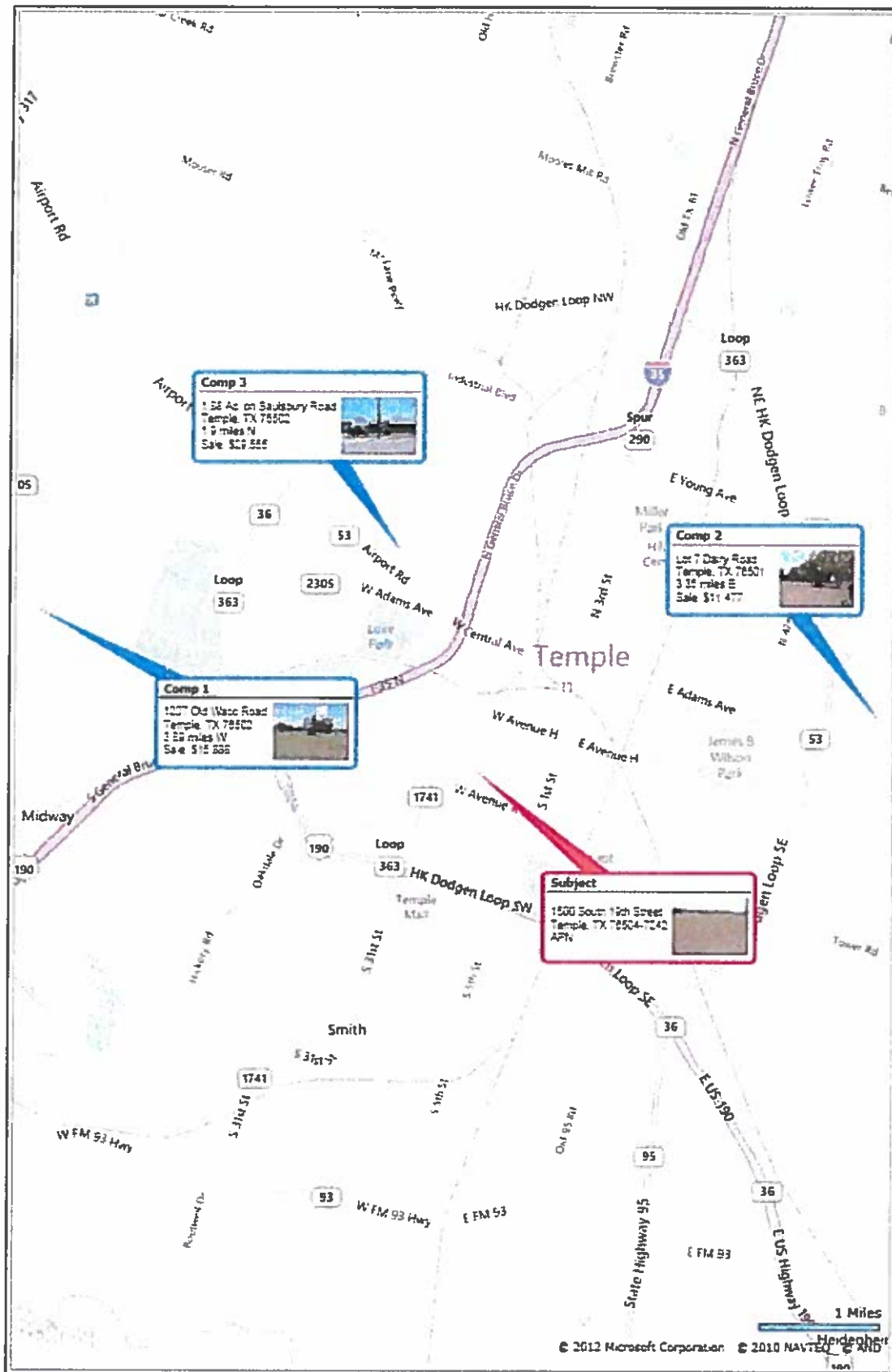
Recording Data: Property ID: 74070/74071/74072/74073; Instrument # 201000019370

Consideration: \$55,000 or \$29,255/acre

Zoning: GR

File No. 44812 - NY
Case No.

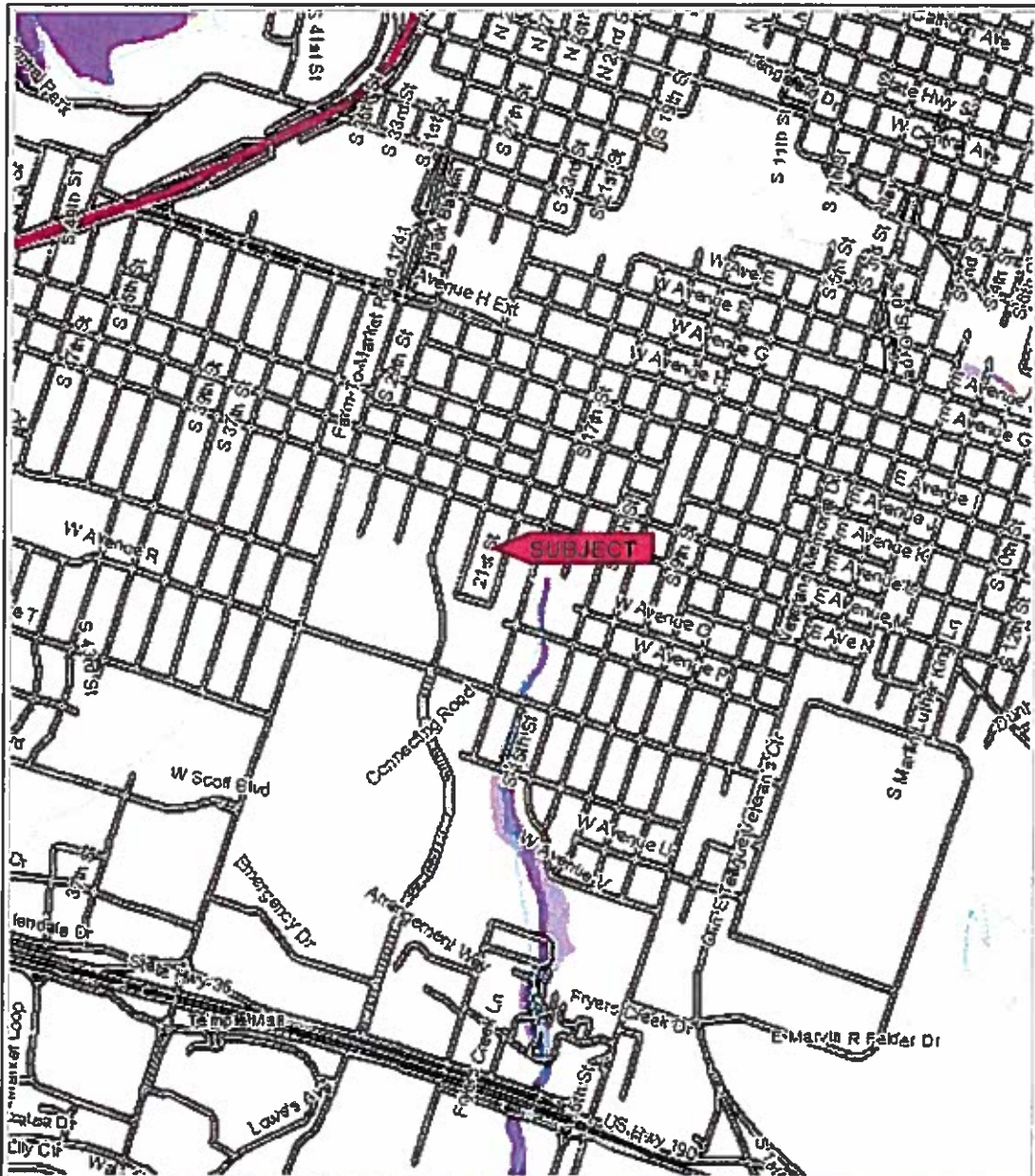
Lender/Client	Temple Independent School District	Address	200 North 23rd Street, Temple, TX 76504
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Hal Dunn & Associates
FLOOD MAP ADDENDUM

File No. 44812 - NY
Case No.

Borrower Not Applicable
Property Address To Be Determined
City Temple County Bell State TX Zip Code 76504-7242
Lender/Client Temple Independent School District Address 200 North 23rd Street, Temple, TX 76504



Flood Map Legends

Flood Zones

- Areas inundated by 500-year flooding
- Areas outside of the 100 and 500 year flood plains
- Areas inundated by 100-year flooding
- Areas inundated by 100-year flooding with velocity hazard
- Floodway areas
- Floodway areas with velocity hazard
- Areas of undetermined but possible flood hazard
- Areas not mapped on any published FEMA

Flood Zone Determination

SFHA (Flood Zone): Out
Within 250 ft. of multiple flood zone? Yes
Community: 480034
Community Name: TEMPLE, CITY OF
Zone: X Panel: 480034 0355E Panel Date: 09/26/2008
FIPS Code: 48027 Census Tract: 0210.00

This Flood Report is for the sole benefit of the Customer that ordered and paid for the Report and is based on the property information provided by the customer. That customer's use of this report is subject to the terms agreed by that customer when accessing this product. No third party is authorized to use or rely on this report for any purpose. NEITHER FIRST AMERICAN FLOOD DATA SERVICES NOR THE SELLER OF THIS REPORT MAKES ANY REPRESENTATIONS OR WARRANTIES TO ANY PARTY CONCERNING THE CONTENT ACCURACY OR COMPLETENESS OF THIS REPORT INCLUDING ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Neither FAFDS nor the seller of this Report shall have any liability to any third party for any use or misuse of this Report.

Hal Dunn & Associates
Aerial Map

File No. 44812 - NY
Case No.

Borrower Not Applicable

Property Address To Be Determined

City Temple County Bell State TX Zip Code 76504-7242

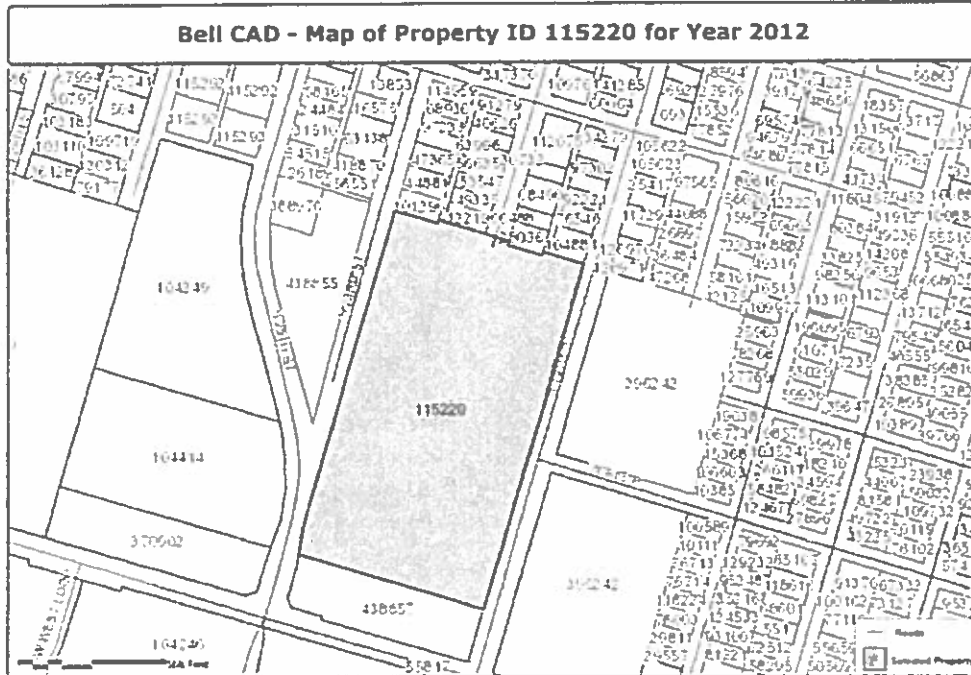
Lender/Client Temple Independent School District Address 200 North 23rd Street, Temple, TX 76504



Borrower Not Applicable

Property Address To Be Determined

City	County	Bell	State	TX	Zip Code
Temple					76504-7242
Lender/Client Temple Independent School District		Address 200 North 23rd Street, Temple, TX 76504			



Property Details

Account

Property ID: 115220
Geo ID: 0523260000
Type: Real

Legal Description: A0376BC B HUGHES, TRAVIS MIDDLE SCHOOL, ACRES 15.434

Location

Situs Address: 1500 S 19TH ST TEMPLE, TX
Neighborhood: Temple
MapSCO:

Jurisdictions: CAD, CB, JTC, RRD, STEM, TTE, WCLW, RSBIO

Owner

Owner Name: TEMPLE ISD
Mailing Address: PO BOX 788, TEMPLE, TX 76503-0788

Property

Appraised Value: \$3334312

<http://propaccess.bellcad.org/Map/View/115220/2012>

PropertyACCESS (LPS)

Map Disclaimer: This product is for informational purposes only and does not constitute a warranty, representation, or endorsement for any purpose. It does not represent an official government survey and represents only the approximate location or shape of property boundaries. The Tax Assessor's Office for Bell County is responsible for the accuracy of the information provided.

Borrower Not Applicable

Property Address To Be Determined

City	County	Bell	State	TX	Zip Code
Temple					76504-7242

Lender/Client Temple Independent School District Address 200 North 23rd Street, Temple, TX 76504

Page 1 of 1



[http://maps.ci.temple.tx.us:8080/TempleDistrictMaps/ESRI ArcGIS ADF Web MimeImage.aspx?appid=31&url=/arcgis/rest/services/Temple_Zoning/MapServer/0&layers=0,1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35,36,37,38,39,40,41,42,43,44,45,46,47,48,49,50,51,52,53,54,55,56,57,58,59,60,61,62,63,64,65,66,67,68,69,70,71,72,73,74,75,76,77,78,79,80,81,82,83,84,85,86,87,88,89,90,91,92,93,94,95,96,97,98,99](http://maps.ci.temple.tx.us:8080/TempleDistrictMaps/ESRI%20ArcGIS%20ADF%20Web%20MimeImage.aspx?appid=31&url=/arcgis/rest/services/Temple_Zoning/MapServer/0&layers=0,1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35,36,37,38,39,40,41,42,43,44,45,46,47,48,49,50,51,52,53,54,55,56,57,58,59,60,61,62,63,64,65,66,67,68,69,70,71,72,73,74,75,76,77,78,79,80,81,82,83,84,85,86,87,88,89,90,91,92,93,94,95,96,97,98,99) 6/13/2012

Appraiser License Certificate

File No. 44812 - NY
Case No.

You may wish to laminate the pocket identification card to preserve it.

HAROLD P DUNN
P O BOX 4215
TEMPLE, TX 76505

The person named on the reverse is licensed by the Texas Appraiser Licensing and Certification Board.

Inquiry as to the status of this license may be made to:

Texas Appraiser Licensing and Certification Board
P.O. Box 12188
Austin, TX 78711-2188
www.talcb.state.tx.us
(512) 459-2232 (TREC)
Fax: (512) 465-3995

Texas Appraiser Licensing and Certification Board
P.O. Box 12188 Austin, Texas 78711-2188

Certified General Real Estate Appraiser

Number: TX 1324607 G

Issued: 03/16/2011

Expires: 03/31/2013

Appraiser: HAROLD P DUNN

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Texas Occupations Code, Chapter 1103, is authorized to use this title, Certified General Real Estate Appraiser.

Douglas E. Oldmixon
Douglas E. Oldmixon
Commissioner

Texas Appraiser Licensing and Certification Board

P.O. Box 12188 Austin, Texas 78711-2188

Certified General Real Estate Appraiser

Number: TX 1324607 G

Issued: 03/16/2011

Expires: 03/31/2013

Appraiser: HAROLD P DUNN

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Texas Occupations Code, Chapter 1103, is authorized to use this title, Certified General Real Estate Appraiser.

Douglas E. Oldmixon
Douglas E. Oldmixon
Commissioner

(A-FY-14-03)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, ABANDONING AN APPROXIMATELY 1.257-ACRE PORTION OF SOUTH 23RD STREET RIGHT-OF-WAY, SITUATED IN THE EAST PENNINGTON SURVEY, ABSTRACT 658, BELL COUNTY, TEXAS, BEING A PORTION OF PUBLIC ROADWAY KNOWN AS SOUTH 23RD STREET; DECLARING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, Temple Independent School District (TISD) requests a partial abandonment of South 23rd Street right-of-way to allow construction of a joint use site for Travis Science Academy and Ralph Wilson Youth Club (RWYC);

Whereas, the South 23rd Street right-of-way bisects property that is part of the Travis Science academy campus – the RWYC plans to acquire the property from TISD in order to build a new Ralph Wilson Youth Club Center;

Whereas, the Planning staff contacted all utility providers, including the Public Works Department, regarding the proposed abandonment – there are no utilities in the subject area and no objections to the abandonment request;

Whereas, the notice and bidding requirements in Chapter 272 of the Local Government Code do not apply to land or a real property interest originally acquired for streets, rights-of-way, or easements that the political subdivision chooses to exchange for other land to be used for streets, rights-of-way, easements, or other public purposes;

Whereas, the abandoned portion of South 23rd Street will be exchanged for two new tracts of right-of-way to be dedicated to the City by the final plat of RWYC Addition: 0.559 acres for realignment of South 23rd Street and 0.071 acres to widen the right-of-way of South 25th Street; and

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

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

Part 1: The City of Temple, Texas, hereby abandons an approximately 1.257 acre portion of South 23rd Street right-of-way, extending southward from the Travis Science Academy to its intersection with South 25th Street, situated in the East Pennington Survey, Abstract 658, Bell County, Texas, being a portion of public roadway known as South 23rd Street, as conveyed to the City of Temple in volume 731, page 479, deed records of Bell County, Texas.

Part 2: 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 **20th** day of **March**, 2014.

PASSED AND APPROVED on Second Reading the **3rd** day of **April**, 2014.

THE CITY OF TEMPLE, TEXAS

DANIEL A. DUNN, Mayor

ATTEST:

ATTEST:

Lacy Borgeson
City Secretary

Kayla Landeros
Acting City Attorney

STATE OF TEXAS §
COUNTY OF BELL §

This instrument was acknowledged before me on the ____ day of _____, 2014, by **Daniel A. Dunn**, Mayor of the City of Temple, Texas, on behalf of the City.

Notary Public, State of Texas



COUNCIL AGENDA ITEM MEMORANDUM

03/20/14
Item #9
Regular Agenda
Page 1 of 2

DEPT./DIVISION SUBMISSION & REVIEW:

Brian Chandler, Director of Planning

ITEM DESCRIPTION: O-FY-14-06: Consider adopting a resolution authorizing an Appeal of Standards in Section 6.7.5(j) of the Unified Development Code related to the I-35 Corridor Overlay Zoning District for signs, located on Lots 1-4, Block 1, Gateway Center, 4501 South General Bruce Drive.

PLANNING AND ZONING COMMISSION RECOMMENDATION: At its March 3, 2014 meeting P&Z voted 8/0 to recommend approval as submitted.

STAFF RECOMMENDATION: Staff recommends approval of the appeal request as submitted, considering that the signs on the neighborhood-facing south and east elevations would not be illuminated after closing.

ITEM SUMMARY: The project is located in the Freeway/Commercial Sub-District of the I-35 Corridor Overlay District.

In accordance with Article 6 of the Unified Development Code relating to Interstate 35 Corridor Overlay, all new signage must conform to the standards of the I-35 Overlay District.

City Council approved an appeal to the I-35 Overlay District standards in 2013 for the entire Gateway Center, which is where Ashley Furniture will be located, for landscaping and the Cinema for signage. The value of investment for the Ashley Furniture project did not trigger compliance with any additional sets of I-35 Corridor Overlay standards.

The applicant has requested an appeal to the following Overlay signage standards to allow for the Ashley Furniture trademark tower element that includes signs on all 4 sides:

1. Sec. 6.7-Wall Signs: 1 per public facade (max. 2)---Requesting 4 signs
2. Sec. 6.7-300 sf maximum---Requesting increase to 489 sf per sign face
3. Sec. 6.7- Lighting, including for signage (and excluding illumination of entryways and other security lighting) must be turned off within an hour after closing---Requesting ability to keep the west and north elevation signs on at night and would turn off lighting on east and south elevation signs

FISCAL IMPACT: N/A

ATTACHMENTS:

Site Plan

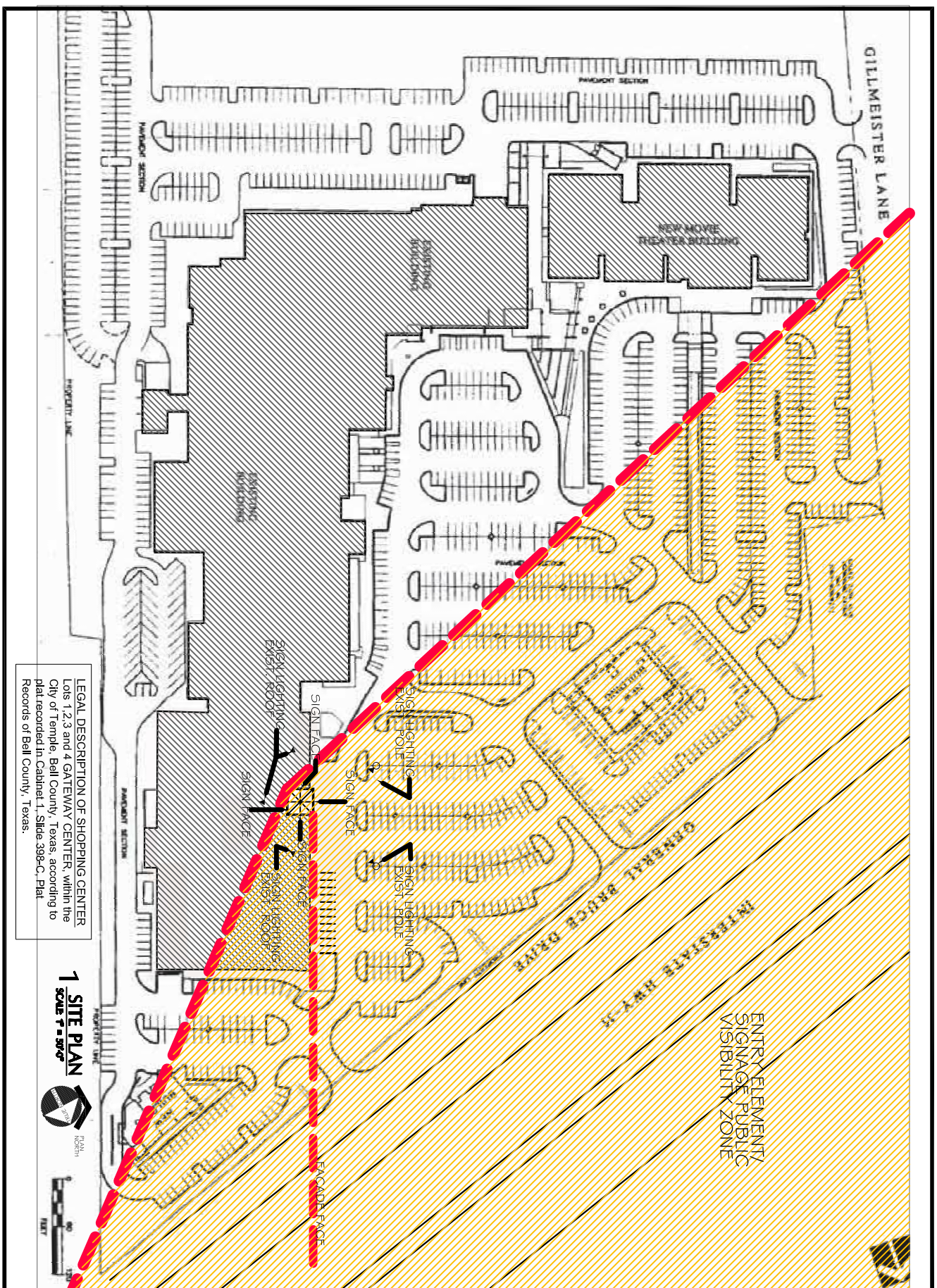
Elevation and Signage Exhibit

“Views” Exhibit

Resolution

ASHLEY TEMPLE
4501 S General
Bruce
TEMPLE, TX

V1.0



1 PARTIAL ENLARGED WEST ELEVATION
SCALE: NTS

DAVID BESSENT
ARCHITECTS, INC.



1000 RICE CANYE ROAD
BUILDING 8, SUITE B-17
AUSTIN, TEXAS 78746
512.553.0600 / FAX 512.553.0600

TEXAS REGISTRATION NO.14146



ALL IDEAS, DESIGNS,
ARRANGEMENTS AND PLANS
INDICATED OR REPRESENTED BY
THIS DOCUMENT ARE THE SOLE
PROPERTY OF DAVID BESSENT
ARCHITECTS, INC. NONE OF THE
IDEAS, DESIGNS, ARRANGEMENTS
OR PLANS SHALL BE USED BY OR
FOR ANY OTHER PERSON, FIRM
OR CORPORATION FOR ANY
PURPOSE WHATSOEVER WITHOUT
THE WRITTEN PERMISSION OF
DAVID BESSENT ARCHITECTS,
INC. ©

ASHLEY TEMPLE

4501 S General
Bruce

TEMPLE, TX

DATE ISSUED:
PRINT DATE:

REVISIONS:

DESIGNED BY: _____
CHECKED BY: _____
INCHES: _____
FOOTING: _____
PROJECT NUMBER: _____

1316

DRAWING NAME:

PROPOSED
ENTRY
ELEMENT AND
SIGNAGE

SHEET NUMBER:

V3.0



1 SOUTHWEST VIEW FROM GILMESTER LANE DIRECTION
SCALE NTS



1 NORTH- VIEW FROM IH-35
SCALE NTS

RESOLUTION NO. _____

[PLANNING NO. O-Z-FY-14-06]

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING AN APPEAL OF STANDARDS IN SECTION 6.7.5(J) OF THE UNIFIED DEVELOPMENT CODE RELATED TO THE I-35 CORRIDOR OVERLAY ZONING DISTRICT FOR SIGNS, LOCATED ON LOTS 1-4, BLOCK 1, GATEWAY CENTER, 4501 SOUTH GENERAL BRUCE DRIVE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, this project is located in the Freeway/Commercial Sub-District of the I-35 Corridor Overlay District, and in accordance with Article 6 of the Unified Development Code relating to Interstate 35 Corridor Overlay, all new signage must conform to the standards of the I-35 Overlay District;

Whereas, the project is a new Ashley Furniture store which will be located in the Gateway Center located at 4501 South General Bruce Drive and which has requested an appeal to certain Overlay signage standards to allow for the Ashley Furniture trademark tower element that includes signs on all 4 sides;

Whereas, the value of investment for the Ashley Furniture project did not trigger compliance with any additional I-35 Corridor Overlay standards; and

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

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

Part 1: The City Council approves an Appeal of Standards to Section 6.7.5(j) of the Unified Development Code related to the following I-35 Corridor Overlay Zoning District requirements:

- a. §6.7 – Wall Signs: 1 per public façade (max. 2) – Ashley Furniture is requesting 4 signs;
- b. §6.7 – 300 square feet maximum: Ashley Furniture is requesting an increase to 489 square feet per sign face; and
- c. §6.7 – Lighting, including for signage (and excluding illumination of entryways and other security lighting) must be turned off within an hour after closing: Ashley Furniture is requesting the ability to keep the west and north elevation signs on at night and would turn lighting on the east and south elevation signs off.

Part 2: The City Council approves the exceptions to the above standards that are detailed in Exhibit 'A' to this Resolution.

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 **20th** day of **March**, 2014.

THE CITY OF TEMPLE, TEXAS

DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

Lacy Borgeson
City Secretary

Kayla Landeros
Acting City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

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DEPT./DIVISION SUBMISSION & REVIEW:

Lacy Borgeson, City Secretary

ITEM DESCRIPTION: Consider adopting a resolution appointing one member to the Temple Economic Development Corporation to fill an unexpired term through September 1, 2015.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: In accordance with the City Council adopted policies governing the appointment and training of citizens to City boards, appointments to the above stated boards are to be made with an effective date of March 1, 2011.

FISCAL IMPACT: N/A

ATTACHMENTS:

[Board Summary](#)