



**MEETING OF THE
TEMPLE CITY COUNCIL**

MUNICIPAL BUILDING

2 NORTH MAIN STREET

3rd FLOOR – CONFERENCE ROOM

THURSDAY, APRIL 3, 2014

3:00 P.M.

WORKSHOP AGENDA

1. Discuss, as may be needed, Regular Meeting agenda items for the meeting posted for Thursday, March 6, 2014.
2. Receive an update on the I-35 construction projects from TxDOT.
3. Receive presentation on Downtown Master Plan.
4. Discuss the City's strategic plan, and various strategic and budget related policy issues to include but not limited to:
 - Overview of City Charter review process

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 an [annual report regarding the Planning and Zoning Commission](#) (P&Z) 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. ANNEXATION PUBLIC HEARING

4. PUBLIC HEARING – Receive Municipal Service Plan and conduct a public hearing to receive comments on the possible annexation, known as the [Plains at Riverside Voluntary Annexation](#), for a 49.979 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.

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.

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

Minutes

- (A) [March 20, 2014 Regular Meeting](#)

Contracts, Leases, & Bids

- (B) [2014-7271-R](#): Consider adopting a resolution authorizing the City Manager to enter into a contract between the City of Temple and the Department of the Army, Corps of Engineers to reimburse the city for salary and benefit expenses related to police patrols at Temple's Lake Park from May 10, 2014 through September 1, 2014.
- (C) [2014-7272-R](#): Consider adopting a resolution authorizing the purchase of various vehicles in the amount of \$308,054.35.
- (D) [2014-7273-R](#): Consider adopting a resolution authorizing a construction contract with Alpha Constructors of Temple, for construction activities required for the repair of the concrete rip-rap between the raw water intake structures at the Temple Water Treatment Plant in an amount not to exceed \$58,000.
- (E) [2014-7274-R](#): Consider adopting a resolution authorizing the City Manager to enter into a contract with Cirro Energy Services, Dominion Energy Solutions to participate in ERCOT's Demand Response program and Oncor's 4CP and Commercial Load Management programs, for a time period not to exceed 36 months, with an 85% cost share to the City.
- (F) [2014-7275-R](#): Consider adopting a resolution authorizing an Interlocal Agreement with the North Central Texas Council of Governments allowing cooperative purchasing for Actuarial Shared Services.
- (G) [2014-7276-R](#): Consider authorizing a professional services agreement with Kasberg, Patrick, & Associates, LP (KPA) of Temple for professional services required for the design, bidding, and construction administration for construction of four (4) monument signs and associated landscaping enhancements in the Temple Medical and Education District (TMED) in an amount not to exceed \$70,000.
- (H) [2014-7277-R](#): Consider adopting a resolution authorizing a construction contract with Austin Engineering Co., Inc. (AEC) of Austin, TX, for activities required to construct Phase 1 of the Panda TBP Reclaimed Effluent Line in an amount not to exceed \$1,246,000.

Ordinances – Second & Final Reading

- (I) [2014-4650](#): SECOND READING – 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.

Misc.

- (J) **2014-7278-R:** Consider adopting a resolution
1. Accepting a petition to institute voluntary annexation proceedings for Lakewood Ranch, a 136.576 acre tract of land, located to the north of the Highlands and west of the Windmill Farms subdivisions abutting the city limits boundary to the north and west situated within part of the John J. Simmons Survey, Abstract No. 737 and the George V. Lindsey Survey, Abstract No. 513, Bell County, Texas.
 2. Directing the Staff to develop a municipal services plan and calling public hearings to consider the petition.
- (K) **2014-7279-R:** Consider adopting a resolution authorizing the City to accept a segment of FM 817 (Charter Oaks Drive) from Midway Drive / Kegley Drive northeast to IH-35 in support of TxDOT's "Turnback Program".
- (L) **2014-7280-R:** Consider adopting a resolution authorizing budget amendments for fiscal year 2013-2014.

VI. REGULAR AGENDA

ORDINANCES

6. **2014-4651:** FIRST READING - PUBLIC HEARING - Z-FY-14-19: Consider adopting an ordinance authorizing a zoning change from Single Family-Two District (SF-2) to Commercial District (C) on 1.103 +/- acre tract of land situated in the Baldwin Robertson Survey, Abstract 17, Bell County, Texas, located on the south side of the Prairie View Road and North Pea Ridge Road intersection. ***{Application has been withdrawn by applicant}.***
7. **2014-4652:** FIRST READING - PUBLIC HEARING – Z-FY-14-20: Consider adopting an ordinance authorizing a zoning change from Agricultural District (AG) to Commercial District (C) on 5.01 +/- acres, situated in the Maximo Moreno Survey, Abstract 14, Bell County Texas, located on the north side of East Adams Avenue, addressed as 2312 East Adams Avenue.
8. **2014-4653:** FIRST READING – PUBLIC HEARING - Z-FY-14-21: Consider adopting an ordinance authorizing a zoning change from Agricultural District (AG) to Two-Family District (2-F) on 17.95 +/- acres, and from Agricultural District (AG) to Office-Two District (O-2) on +/- 3.64 acres, being part of the Nancy Chance Survey, Abstract No. 5, Bell County, Texas, located on the west side of Old Waco Road and the east side of South Pea Ridge Road, east of Westwood Estates.

RESOLUTIONS

9. **2014-7281-R:** P-FY-14-11 - Consider adopting a resolution approving the Preliminary Plat of Legacy Ranch, a 103.07 +/- acres, 183-lot, 12-block, residential and nonresidential subdivision with a requested exception to Unified Development Code Section 8.2.1.D.4.b: Projection of Streets, regarding street openings every 1000 feet, located at the northwest corner of FM 1741 (South 31st Street) and West FM 93.

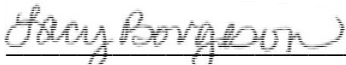
10. [2014-7282-R](#): Consider adopting a resolution authorizing the purchase of a 5-Door Passenger Sedan from Caldwell Country Chevrolet of Caldwell, in the amount of \$16,953.

BOARD APPOINTMENTS:

11. [2014-7283-R](#): Consider adopting a resolution appointing one member to serve as the City's representative on the Board of Directors of the Tax Appraisal District of Bell County for a two year term beginning January 1, 2014.

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 1:40 PM, on March 28, 2014.



Lacy Borgeson, TRMC
City Secretary



COUNCIL AGENDA ITEM MEMORANDUM

04/03/14
Item #3
Regular Agenda
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DEPT./DIVISION SUBMISSION & REVIEW:

Brian Chandler, Director of Planning

ITEM DESCRIPTION: Receive an annual report regarding the Planning and Zoning Commission (P&Z) 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. Will Sears, P&Z Chairman, will present the report to City Council.

FISCAL IMPACT: N/A

ATTACHMENTS:

[FY 2012-2013 Report](#)

Annual Report: FY 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

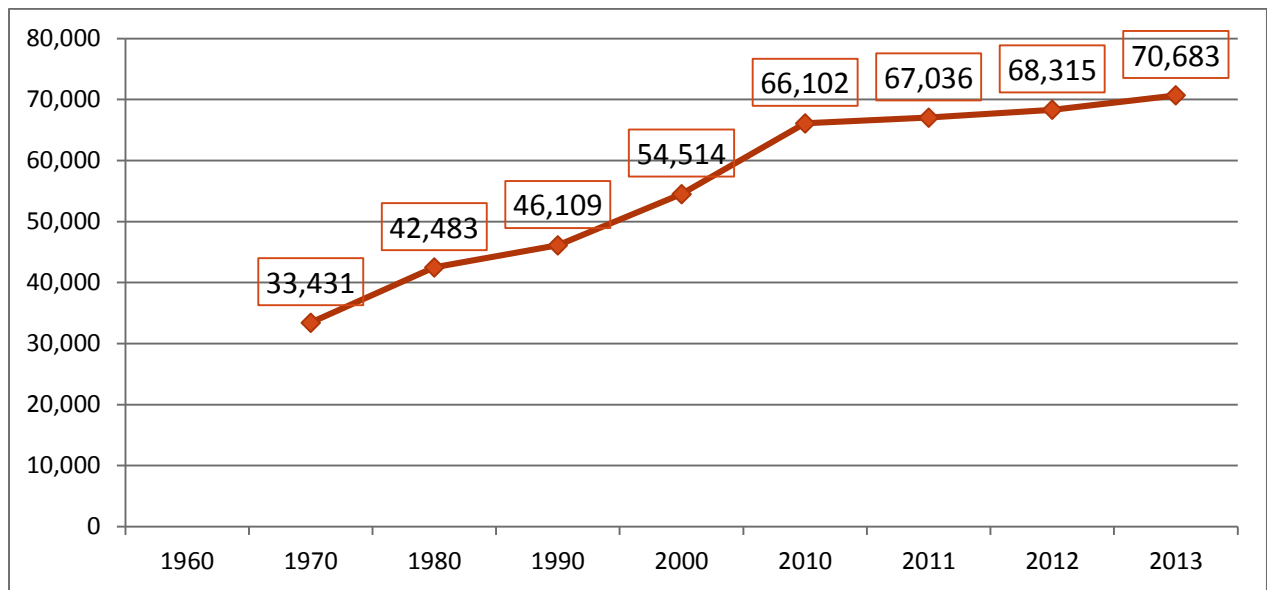
The Planning Department provides professional planning services related to urban growth and development issues to promote quality of place. The Department maintains an updated Comprehensive Plan and Unified Development Code to provide policy recommendations and regulations related to land development. 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	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
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

Case Number	Location	Purpose	Zoned		Staff Rec.	P&Z Rec.	City Council Action
			From	To			
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
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	To be developed with detached with single-family residences	AG	SF-2	Approval	Approval	Approval 2013-4641

Case Number	Location	Purpose	Zoned		Staff Rec.	P&Z Rec.	City Council Action
			From	To			
	Pea Ridge Road & Old Waco Road						
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

Case Number	Location	Purpose	Zoning	Staff Rec.	P&Z Rec.	City Council Action
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.

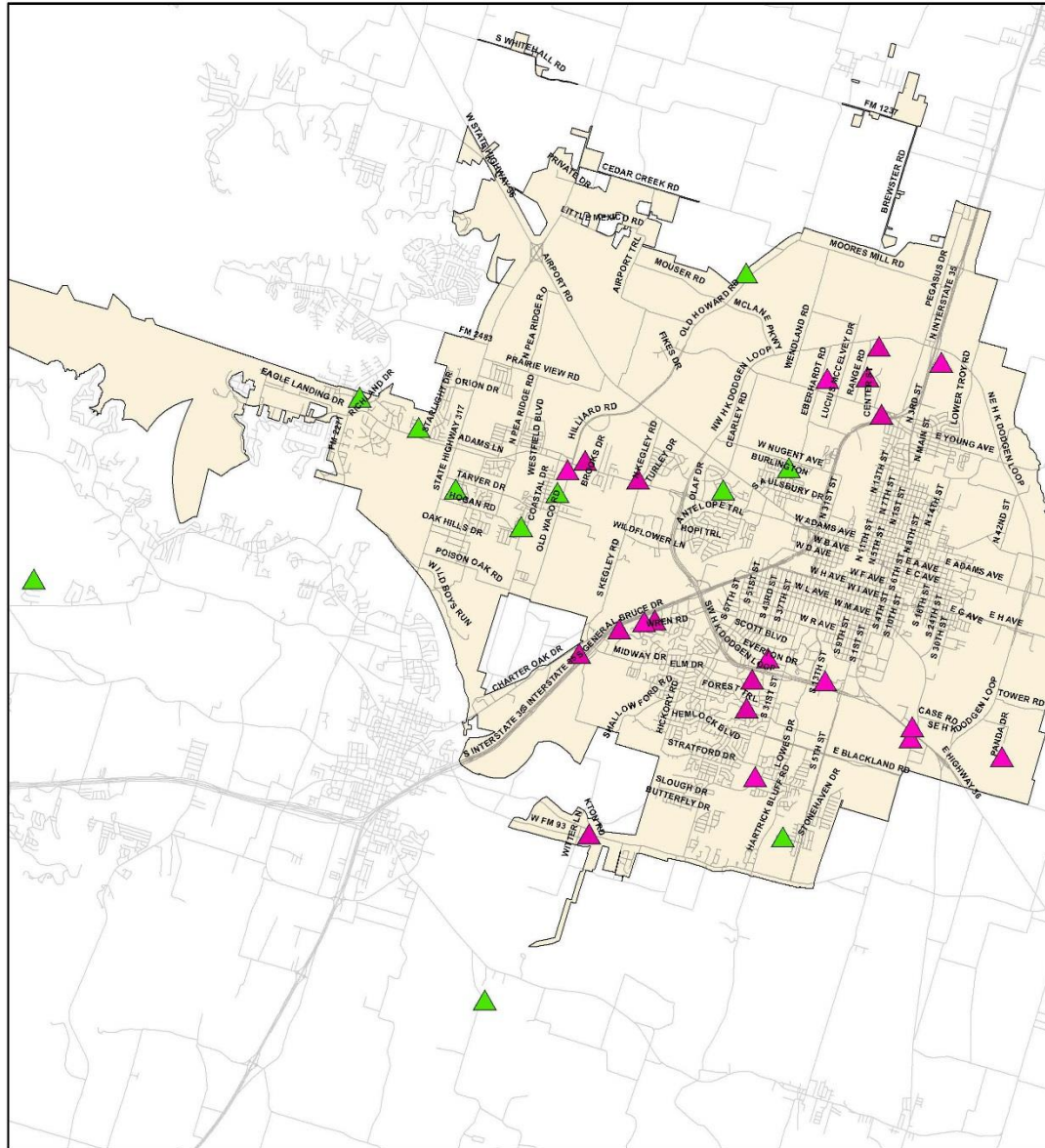
Case Number	Location	Purpose	Zoned		Staff Rec.	P&Z Rec.	City Council Action
			From	To			
Z-FY-13-22	South East corner of North General Bruce Drive and North East HK Dodgen Loop	To construct a 60,000 SF Bucc-ee's travel/convenience center	C	PD-C	Approval	Approval	Approval 2013-4598
Z-FY-13-38	South side 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.



2013 Residential and Commercial Plat Cases



RESIDENTIAL



NON RESIDENTIAL

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
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

Case Number	Subdivision Name	Location	Type of Plat	Acres	# of Lots	City Council/ PZC Approval
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
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, Hilldell 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

Case Number	Subdivision Name	Location	Type of Plat	Acres	# of Lots	City Council/ PZC Approval
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
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	Final	2.066	1	PZC 3-3-2014

Case Number	Subdivision Name	Location	Type of Plat	Acres	# of Lots	City Council/ PZC Approval
		8, Freeman Heights Addition)				
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
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

04/03/14
Item #4
Regular Agenda
Page 1 of 2

DEPT./DIVISION SUBMISSION & REVIEW:

Brian Chandler, Director of Planning

ITEM DESCRIPTION: PUBLIC HEARING – Receive Municipal Service Plan and conduct a public hearing to receive comments on the possible annexation, known as the Plains at Riverside Voluntary Annexation, for a 49.979 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.

STAFF RECOMMENDATION: Receive staff presentation on the Municipal Service Plan, as required by State law, hold public hearing and take no action at this time. The second hearing is scheduled as a special meeting of the City Council, Friday, April 4, 2014 8:30 a.m.

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.

On March 20, 2014, the City Council adopted a resolution directing City staff to create a Municipal Service Plan and public hearing schedule to consider the annexation of the subject property.

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. The Municipal Service Plan does not contain any proposal to extend water or wastewater services to the area, or any other new physical facilities to serve this small tract.

ATTACHMENTS:

[Municipal Service Plan](#)

[Field Notes of Proposed Annexation Area](#)

[Survey of Proposed Annexation Area](#)

**CITY OF TEMPLE
ANNEXATION SERVICE PLAN—VOLUNTARY ANNEXATION
PLAINS AT RIVERSIDE**

For a 49.979 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 and being more particularly described as Exhibit “A” (Field Notes) and depicted as Exhibit “B” (Survey) of the Annexation Ordinance (2014-####).

SERVICES TO BE PROVIDED ON THE EFFECTIVE DATE OF ANNEXATION

1. POLICE PROTECTION

The City will provide protection to the newly-annexed tract at the same or similar of service now being provided to other areas of the City, with the same or similar topography, land use and population density.

2. FIRE PROTECTION AND AMBULANCE SERVICE

The City will provide fire protection from Station 3 to the newly-annexed area at the same or similar level of service now being provided to other areas of the City with the same or similar topography, land use and population density. The City will provide First Responder services through its Fire Department and contract for emergency medical services (EMS) through the Scott & White Hospital System.

3. SOLID WASTE COLLECTION

Upon payment of any required deposits and the agreement to pay lawful service fees and charges, solid waste collection will be provided to the newly-annexed area to the extent that the City has access to the area to be serviced. Private contractors currently providing sanitation collecting services in the area may continue to do so for up to two years.

4. MAINTENANCE OF WATER AND WASTEWATER FACILITIES

Any and all water or wastewater facilities owned or maintained by the City at the time of the proposed annexation shall continue to be maintained by the City. Any and all water or wastewater facilities which may be acquired subsequent to the annexation of the proposed area shall be maintained by the City, to the extent of its ownership. Any and all water or wastewater facilities outside the extent of the ownership of the City, and owned by other water or wastewater providers shall continue to be allowed to provide those services to the newly-annexed tract.

5. MAINTENANCE OF ROADS AND STREETS

Any and all public roads, streets or alleyways which have been dedicated to the City, or which are owned by the City, shall be maintained to the same degree and extent that other roads, streets and alleyways are maintained in areas with similar topography, land use and population density. Any and all lighting of roads, streets and alleyways which may be positioned in a right-of-way, roadway or utility company easement shall be maintained by the applicable utility company servicing the City, pursuant to the rules, regulations and fees of such utility.

6. MAINTENANCE OF PUBLIC PARKS, PLAYGROUNDS AND SWIMMING POOLS

The City Council is not aware of the existence of any public parks, playgrounds or swimming pools now located in the area proposed for annexation. In the event any such parks, playgrounds or swimming pools do exist and are public facilities, the City, will maintain such areas to the same extent and degree that it maintains parks, playgrounds and swimming pools and other similar areas of the City now incorporated in the City.

7. MAINTENANCE OF MUNICIPALLY-OWNED FACILITY, BUILDING OR MUNICIPAL SERVICE

The City Council is not aware of the existence of any publicly-owned facility, building or other municipal service now located in the area proposed for annexation. In the event any such publicly-owned facility, building or municipal service does exist and are public facilities, the City will maintain such areas to the same extent and degree that it maintains publicly-owned facilities, buildings or municipal services of the City now incorporated in the City.

8. INSPECTIONS

The City will provide building inspection services upon approved building permits from the City to the newly-annexed tract at the same or similar level of service now being provided to other areas of the City with the same or similar topography, land use and population density.

9. CODE ENFORCEMENT

The City will provide code enforcement services to the newly-annexed tract at the same or similar level of service now being provided to other areas of the City with the same or similar topography, land use and population density.

10. MOWING

The City will provide right-of-way mowing services adjacent to the newly-annexed tract at the same or similar level of service now being provided to other areas of the City with the same or similar topography, land use and population density.

CAPITAL IMPROVEMENTS

1. POLICE PROTECTION, FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES

The City Council finds and determines it to be unnecessary to acquire or construct any capital improvements for the purposes of providing police protection, fire protection, or emergency medical services. The City Council finds and determines that it has at the present time adequate facilities to provide the same type, kind and level of protection and service which is presently being administered to other areas already incorporated in the City with the same or similar topography, land use and population density.

2. ROADS AND STREETS

The City will undertake to provide the same degree of road and street lighting as is provided in areas of the same or similar topography, land use and population density within the present corporate limits of the City. Maintenance of properly dedicated roads and streets will be consistent with the maintenance provided by the City to other roads and streets in areas of similar topography, land use and sub development of the annexed property. Developers will be required, pursuant to

the ordinances of the City to provide internal and peripheral streets and to construct those streets in accordance with the specifications required by the City for the properly dedicated street. City participation in capital expenditures will be in accordance with city policies.

3. WATER AND WASTEWATER FACILITIES

The City of Temple has water facilities within the boundaries of the voluntary annexation, and proposes no other extension of water facilities to the area, taking into consideration the existing land use, and topography and population density relative to areas within the existing City Limits which do not have water services.

The City of Temple has no wastewater providers within the boundaries of the voluntary annexation and property owners rely on septic tank systems. The City of Temple proposes no extensions of wastewater facilities to the boundaries of the voluntary annexation taking into consideration existing service providers, the existing land use, and topography and population density relative to areas within the existing City Limits which do not have water services.

4. CAPITAL IMPROVEMENTS

Notwithstanding any other provision of this service plan, a landowner within the newly annexed area will not be required to fund capital improvements as necessary for municipal services in a manner inconsistent with Chapter 395 of the Local Government Code, unless otherwise agreed to by the landowner.

SPECIFIC FINDINGS

The City Council finds and determines that this proposed Service Plan will not provide any fewer services, and it will not provide a lower level of service in the area proposed to be annexed than were in existence in the proposed area at the time immediately preceding the annexation process.

Because of the differing characteristics of topography, land utilization and population density, the service levels which may ultimately be provided in the newly annexed area may differ somewhat from services provided in other areas of the City. These differences are specifically dictated because of differing characteristics of the property and the City will undertake to perform consistent with this contract so as to provide the newly-annexed area with the same type, kind and quality of service presently enjoyed by the citizens of the City who reside in areas of the same or similar topography, land utilization and population density.

APPROVED ON THIS _____ DAY OF _____, 2014.

City of Temple, Texas

Mayor

ATTEST:

City Secretary

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;

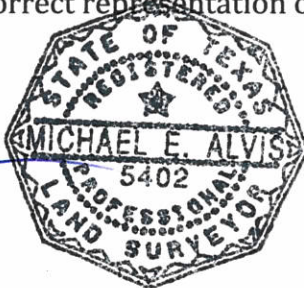
THENCE S. 18° 33' 11" W., 1374.90 feet departing the said 32.02 acre tract and with the east boundary line of the said 50.011 acre tract (calls S. 18° 39' W., 1374.9 feet) as occupied and further evidenced on the ground and with the said west right-of-way line to a ½" iron rod with cap stamped "RPLS 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



COUNCIL AGENDA ITEM MEMORANDUM

04/03/14
Item #5(A)
Consent Agenda
Page 1 of 1

DEPT./DIVISION SUBMISSION & REVIEW:

Lacy Borgeson, City Secretary

ITEM DESCRIPTION: Approve Minutes:

(A) March 20, 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:

[March 20, 2014 Special Called and Regular Meeting](#)

TEMPLE CITY COUNCIL

MARCH 20, 2014

The City Council of the City of Temple, Texas was scheduled to conducted a Special Meeting on Thursday, March 20, 2014, at 4:30 pm, at the Municipal Building, 2 North Main Street, in the 3rd Floor Conference Room.

This meeting was cancelled due to receiving the resignation from Councilmember Judy Morales earlier in the day.

- 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).

The City Council of the City of Temple, Texas conducted a Regular Meeting on Thursday, March 20, 2014 at 5:00 PM in the Council Chambers, Municipal Building, 2nd Floor, 2 North Main Street.

Present:

Councilmember Perry Cloud
Councilmember Timothy Davis
Councilmember Russell T. Schneider
Mayor Daniel A. Dunn

I. CALL TO ORDER

1. Invocation

Reverend Shelton Rhodes, Greater Zion Church of God in Christ in Temple voiced the Invocation.

2. Pledge of Allegiance

Mr. Ken Cicora, Director of Parks and Leisure Services led the Pledge of Allegiance.

II. PUBLIC COMMENTS

Dorothy Goodall, 1111 North 7th Street thanked the Council for their work.

Carol Owen, 1203 North 9th Street stated that she supports the Mayor and Council during this difficult time.

Billy Rowton, 3008 West Avenue T stated he appreciated the service of the Council to include Ms. Morales and thanked her for her stepping down. He stated there a few questions that remain to be answered. Is Ms. Morales still on the ballot for the May election. Will she be re-elected and allowed to sit on the Council? Is the investigation by the City Attorney complete with regards to this matter? It is the desire of many to have this conducted in the open.

Chris Coleman, 206 North 7th Street address his concerns and stated we do not need to lose site of the big picture. The big picture is what is best for the City of Temple and its citizens. This is not about one district and is not a racial thing. We are calling for a total recall of all the council.

Lydia Alaniz, 620 South 6th Street addressed the council and stated she was very disappointed in the recent actions of the Council and their decision not support her during this time. Who will assume the responsibilities for District 2, the budget and the infrastructure in this district? Ms. Alaniz requested a written response to her questions within two weeks. Ms. Alaniz also stated she wants to see a review committee for the Charter revisions.

Mari Paul, 9016 Laurel Ridge addressed the Council and again, asked for the number of registered voters in each of the single member districts? She also inquired as to who will now represent District 2?

CJ Grisham, 4365 Airport Trail addressed the Council. He stated people are mourning in the City of Temple for multiple reasons and bad decisions that have been made within our city. This is not a racial; it is about the law.

Rita Jo Guerra, 1910 South 19th Street stated she wants to be part of the decision making with regards to the charter review process. This is the people's charter. Today we lost a great woman that served District 2 and the city. Who will District 2 go to for problems within their district and how do we contact them?

Sonjanette Crossley, 5102 Sturbridge Drive Street stated she is saddened to learn about the decision Judy made this morning; this is our opportunity to raise the bar for the City of Temple.

Francis Fisher, 2405 Skyline Drive stated she did not wish to speak since learning of the resignation.

Dr. Paxton Howard, 3702 Deer Trail addressed the Council. He stated he is concerned about this whole thing, as it has been a total embarrassment to the community. Judy is a great person. Dr. Howard wanted to know what will happen on May 10th after the election? Will Ms. Morales be re-elected and is there anything that has disqualified her from being re-elected? Will you go after her again, or will she be allowed to sit on the Council as elected by her District?

Mr. Graham, City Attorney, gave a brief explanation to Dr. Howard's question. He stated Ms. Morales is the current candidate-elected for District 2; and will be considered the officer-elected as of May 10. Ms. Morales will have the opportunity to submit a Letter of Declination prior to May 14th at which time the council will canvasses the results and take their Oaths of Office. Should she not decline the position and take her Oath of Office, she will be seated as the representative for District 2.

Raymond Hasbrook, 4415 Brutus Lane #A address the council with high grass at the intersection of Canyon creek and Hartick Bluff. He'd like to see this cut back to prevent an accident.

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.**

Mayor Dunn announced that this time would be deferred until the next meeting scheduled for April 3, 2014.

IV. BOND ITEMS

Mayor Dunn stated he would read items 4, 5, and 6 at this time.

4. **2014-7246-R: Consider adopting a resolution authorizing the defeasance of the City's Limited Tax Notes, Series 2011 and other related matters.**

Traci Barnard, Director of Finance gave a brief presentation. Ms. Barnard reviewed item 4. She stated these Limited Tax Notes were issued to fund remediation and repairs to the Police Station. They were dated November 1, 2011 with the intent to pay-off outstanding balance once the City recovered cost for repairs and remediation. These are not callable have maturities through August 1, 2018. The source of funds for escrow is the proceeds from settlement \$5,350,000; remaining bond proceeds \$204,350; and the fund balance \$720,005.

Next Ms. Barnard discussed item #5 the Fifth Supplemental Ordinance to Utility System Revenue Bonds. This Master Ordinance was created in September 21, 2006 for issuing debt and securing the debt with system revenues. The 5th supplement delegates authority to the Director of Finance, City Manager, or Mayor, for refinancing Utility System Revenue bonds for savings. Net present Value Savings of not less than 3% and a maximum maturity date not to exceed August 1, 2030.

Then Ms. Barnard discussed item # 6, the Delegation Ordinance for Refinancing GO Bonds. She noted this will allow the City to save money on borrowing cost. Ms. Barnard then addressed the parameters of the delegation to be the Director of Finance, City Manager, or Mayor. It is not to exceed Par = \$44,000,000; with net present value savings of not less than 3%; and a maximum maturity date not to exceed August 1, 2034.

Motion by Councilmember Perry Cloud adopt resolution seconded by Councilmember Russell T. Schneider.

Motion passed unanimously.

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.

Mayor Dunn declare the public hearing open with regard to agenda item 5 & 6 and asked if anyone wished to address either of the items.

Mr. John Coleman, 206 North 7th asked Ms. Barnard for clarification as to if bonds are not callable then you cannot pay them off early? If the city has the money to pay them off early, is it wise to have a non-callable bond? He was worried about the compounded debt and believes the City should have a shorter bond period.

Ms. Barnard stated yes, the holder of the limited tax note bonds has the right to hold on to them until they mature; this is reviewed at the time when bonds are taken out.

There being none, Mayor Dunn declared the public hearing closed.

Motion by Councilmember Perry Cloud adopt ordinance on first and final reading. seconded by Councilmember Russell T. Schneider.

Motion passed unanimously.

- 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.**

Motion by Councilmember Perry Cloud adopt ordinance on first and final reading. seconded by Councilmember Russell T. Schneider.

Motion passed unanimously.

V. CONSENT AGENDA

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

(A) February 20, 2014 Special Called and Regular Meeting

(B) March 6, 2014 Special Called and Regular Meeting

(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.

(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.

Motion by Councilmember Timothy Davis adopt resolution approving the Consent Agenda. seconded by Councilmember Perry Cloud.

Motion passed unanimously.

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.**

Tammy Lyerly, City Planner presented this case to the Council. She noted the applicant is Temple ISD; they have requested the partial street abandonment of South 23rd Street which bisects its Travis Science Academy property. This will be acquired from the school district by Ralph Wilson Youth Club for the the new RWYC Center. At this time there are no objections from utility providers or Public Works

Department. Ms. Lyerly stated if approved, 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. Staff recommends approval of the requested abandonment of 1.257 acre portion of South 23rd Street.

Councilmember Schneider inquired about the north end of the road and if there will be a cul-de-sac?

Ms. Lyerly stated this is being reviewed through the DRC with the Plat.

Mr. Blackburn asked the Ms. Torralva, Director of Public Works to discuss the project related to this, the 23rd Street Connector.

Ms. Torralva stated we are in the process of designing the extension of South 23rd Street to tie into South 25th Street in conjunction with the work being done by RWYC and TISD. We anticipate it to bid within the next couple of months and this will provide the connection to that site.

Councilmember Davis asked why we should wait until after we see the final plans?

Mayor Dunn stated this part of the process must happen in order to get the final plan.

Mr. Blackburn stated that the abandonment is consistent with discussions and the plans that TISD, RWYC, and the City are pursuing.

Mayor Dunn declared the public hearing open with regard to agenda item 8 and asked if anyone wished to address this item.

Rita Jo Guerra, 1910 South 19th Street addressed this matter. She stated she lives between Avenue R and Avenue T; currently this is a 2- way street. How will traffic be diverted once these changes happen?

Mayor Dunn stated we need to see the plat and then at that time traffic patterns can be reviewed.

There being none, Mayor Dunn declared the public hearing closed.

Motion by Councilmember Russell T. Schneider adopt ordinance, with second and final reading set for April 3, 2014 seconded by Councilmember Timothy Davis.

Motion passed unanimously.

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.**

Brian Chandler, Director of Planning presented this case to the Council. Mr. Chandler noted this is for the proposed Ashley Furniture and the applicant is David Bessent, Architect. The sections being appealed are: (1) Section 6.7 - Wall Signs, states 1 per public facade (max. 2). The applicant is requesting 4 signs at this location; (2) Section 6.7 - 300 sf maximum; the applicant is requesting an increase to 489 sf per sign face; and (3) Section 6.7 - Lighting must be turned off within an hour after closing; and the applicant is requesting to keep both the west and north elevation sign on at night but would turn off the east and south signs. Mr. Chandler provided several photos showing the different elevations and proposed signs. He noted the nearest home behind the signage to the east is about 500 feet; and the nearest to the south is about 1,100 feet. Staff recommends approval as submitted, considering that the signs on the neighborhood-facing south and east elevations would not be illuminated after closing.

Councilmember Cloud asked if this approval for exceptions to the sign would stay with the site or just Ashley Furniture?

Mr. Chandler stated the exception is for Ashley Furniture and would not be for another business. However if an exception is made from other business, it would come before Council for consideration.

Councilmember Davis voted naye, while all other presented voted aye.

Motion by Councilmember Perry Cloud adopt resolution seconded by Councilmember Russell T. Schneider.

Councilmember Timothy Davis voted nay. The other Councilmembers voted aye. The motion passed.

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.

It was recommended that Dr. Andrejs E. Avots-Avotins be appointed.

Motion by Councilmember Perry Cloud adopt resolution appointing Dr. Avots-Avotins seconded by Councilmember Russell T. Schneider.

Motion passed unanimously.

- 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).

This item was not be necessary due to recieving the letter of resignation from Mayor Pro Tem Morales earlier in the day.

Daniel A. Dunn, Mayor

ATTEST:

Lacy Borgeson
City Secretary



COUNCIL AGENDA ITEM MEMORANDUM

04/03/14
Item #5(B)
Consent Agenda
Page 1 of 1

DEPT./DIVISION SUBMISSION & REVIEW:

Gary O. Smith, Chief of Police

ITEM DESCRIPTION: Consider adopting a resolution authorizing the City Manager to enter into a contract between the City of Temple and the Department of the Army, Corps of Engineers to reimburse the city for salary and benefit expenses related to police patrols at Temple's Lake Park from May 10, 2014 through September 1, 2014.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: The City of Temple and the US Army Corps of Engineers have identified a need for increased law enforcement services for Temple's Lake Park on Lake Belton during the late spring and summer months. This contract will provide for the city to be reimbursed for up to 360 hours of additional police patrols within the park. A contract was approved for a similar period during 2013 and resulted in positive outcomes for both the City of Temple and the Corps of Engineers.

TERM OF AGREEMENT: This Contract shall commence on May 10, 2014 and end on September 1, 2014.

FISCAL IMPACT: The police department estimates the contract will reimburse approximately \$21,701 in police officer salaries and benefits.

ATTACHMENTS:

[Contract](#)
[Resolution](#)



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
FORT WORTH DISTRICT, CORPS OF ENGINEERS
P. O. BOX 17300
FORT WORTH, TEXAS 76102-0300

14 March 2014

Contracting Division
Services & Supply Branch

SUBJECT: Contract No. W9126G-14-T-0012 "Increased Law Enforcement Services City of Temple, Texas"

Temple's Police Department
Chief Gary Smith
209 E. Avenue A
Temple, TX 76501

Dear Chief Smith:

Enclosed is the Performance Work Statement, Bid Schedule/Calendar, Quality Assurance Surveillance Plan, and Solicitation for a new contract entitled, "Increased Law Enforcement City of Temple, Texas".

Your proposal must be received **NLT 18 April 2014 by 2:00 P.M. Central Daylight Standard Time**. The proposal shall be emailed to: CIV-OPS.Proposals@usace.army.mil with the subject line: Temple – ILE Proposal.

Should technical discussions or clarifications be required, please submit those questions in writing to the email address given. If needed this office will arrange a conference call with the technical point of contact and/or project manager.

You are advised that this letter is not to be construed as authority to proceed with any work or to incur any obligation chargeable to the Government. Further, in the event of unsatisfactory fee negotiations, the Government cannot assume any obligation for payment of any expense incurred by your firm in the presentation of your fee or premature initiation of services.

Please contact the undersigned at (817) 886-1069 if you have any questions.

Sincerely,

June L. Wohlbach
Contracting Officer

Enclosures:
Solicitation
Performance Work Statement
Bid Schedule/Calendar
Quality Assurance Surveillance Plan

PERFORMANCE WORK STATEMENT (PWS)

Increased Law Enforcement Services, City of Temple Temple's Lake Park, Belton Lake, TX 2014

1. **GENERAL:** This is a non-personal services contract to provide increased law enforcement services. The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

1.1 Description of Services/Introduction: The Contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform increased law enforcement services as defined in this Performance Work Statement except for those items specified as government furnished property and services. The Contractor shall perform to the standards in this contract.

1.2. Scope: City of Temple Police Department (Contractor) agrees to provide a specific level of increased law enforcement services for that part of Belton Lake lying within Temple's Lake Park for the purpose of enforcement of State and local criminal and civil laws. Services include vehicular patrol by the contractor of the interior roads and lands of Temple's Lake Park. The contractor shall accomplish enforcement of state and local laws, monitoring of visitor use to increase public safety, and assisting Corps of Engineers rangers with their visitor assistance duties if requested.

1.3 Period of Performance: Contractor shall provide described services on certain days of the week from 10 May through 1 September, 2014, for a total of 360 patrol hours, further specified in Appendix A (Patrol Schedule) to this PWS. Effective start date is 10 May 2014 **or after the contractor has been notified by the Contracting Officer, Fort Worth District, that the contract has been executed, whichever is later.** Patrols will be conducted at scheduled times on the scheduled days found in Appendix B (Detailed Calendar).

1.4 General Information

1.4.1 Quality Control (Not applicable)

1.4.2 Quality Assurance: The Contractor will prepare a Daily Enforcement Action Summary in accordance with the attached format (Appendix C) or a contractor supplied format approved by the Corps. The summary will be completed each contract work day and submitted at the close of each month to the Corps of Engineers Quality Assurance Point of Contact (QA POC) listed in paragraph 1.4.11 of this plan. During patrols, the police officer will be required to log in and out on the Law Enforcement Park Log (Appendix D) located at Temple's Lake Park, Belton Lake. The Government shall evaluate the contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan. This plan is primarily focused on what the Government must do to ensure that the contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied.

1.4.3 Government Holidays: Contractor will be required to perform services on those Federal holidays falling during the contract period, namely, Memorial Day, Independence Day and Labor Day (see Appendices A and B).

1.4.4 Hours of Operation: [Not applicable]

1.4.5 Place of Performance: The work to be performed under this contract will be performed at Corps administered lands in Temple's Lake Park specified in Para. 1.2. State and local law enforcement agencies generally have the same authority and responsibilities on Corps administered lands as they do elsewhere in their respective jurisdictions. Because of this, requests by the Lake Manager or his authorized representatives for emergency or unanticipated law enforcement assistance will be considered non-reimbursable.

1.4.6 Type of Contract: The government will award a firm fixed price contract

1.4.7 Security Requirements: (Not applicable) This contract does not require Contractor personnel to have access to or enter secured Government facilities such as dam outlet structures, powerhouses, etc.

1.4.8 Special Qualifications: All Contractor personnel shall be currently certified and licensed Texas Peace Officers in accordance with the requirements of the Texas Commission on Law Enforcement Officer Standards and Education. The Contractor will provide, in advance, the Corps representative designated in paragraph 1.4.11 the name of each Police Officer who will be performing scheduled work under this contract.

1.4.9 Post Award Conference/Periodic Progress Meetings: The Contractor agrees to attend any post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5. The Contracting Officer, Contracting Officers Representative (COR), and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings the Contracting Officer will apprise the contractor of how the Government views the contractor's performance and the contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the Government.

1.4.10 Contracting Officer Representative (COR): A COR will not be appointed for this contract. Quality Assurance duties will be performed by the QA POC designated in Paragraph 1.4.11

1.4.11 Contractor Key Personnel: The following personnel are considered key personnel by the Government, and will serve as the Corps QA POC: Ronald L. Bruggman, Lake Manager, Belton and Stillhouse Hollow Lakes. The contractor shall provide a contract manager who shall be responsible for the performance of the work. The name of this person and an alternate who shall act for the contractor when the manager is absent shall be designated in writing to the Contracting Officer. The contract manager or alternate shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract.

1.4.12 Identification of Contractor Employees: All officers performing services under this contract shall wear standard uniforms and identification normally worn

by the law enforcement agency. All patrol vehicles shall have standard insignia and markings normally used by the law enforcement agency.

1.4.13 Contractor Travel (Not applicable):

1.4.14 Data Rights (Not applicable)

1.4.15 Organizational Conflict of Interest: (Not applicable)

1.5. GOVERNMENT FURNISHED ITEMS AND SERVICES: (Not applicable)

1.6 CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES:

1.6.1 General : The Contractor shall furnish all manpower, vehicles, supplies, equipment, facilities and services required to perform work under this contract.

1.6.2 Equipment: The Contractor shall provide all patrol vehicles and equipment required to perform services under this contract. All such vehicles shall have standard insignia and markings normally used by the law enforcement agency. Patrol vehicles shall also be equipped with standard law enforcement type lights, radios, and any other standard equipment necessary to perform the required services. The Contractor shall be responsible for all vehicle costs, including insurance, fuel, service and maintenance, and any other costs associated with the operation of each vehicle.

1.6.3. Materials (Not applicable).

1.7 CONTRACTOR MANAGEMENT REPORTING (CMR) (Not applicable)

1.8 APPLICABLE PUBLICATIONS (CURRENT EDITIONS) (Not applicable)

1.9.1 Attachment 1/Technical Exhibit 1 – Performance Requirements Summary

1.9.2 Attachment 2/Technical Exhibit 2 – Deliverables Schedule

2.0 MISCELLANEOUS PROVISIONS:

2.1 Orientation: An appropriate orientation for all participating contract personnel will be conducted by the Corps of Engineers staff to familiarize the Contractor with the policies and procedures of the Corps, and to familiarize Corps personnel with the functions and duties of the contracted law enforcement agency.

QUALITY ASSURANCE SURVEILLANCE PLAN

Contract for Increased Law Enforcement Services, Temple's Lake Park, Belton Lake

CITY OF TEMPLE POLICE DEPARTMENT

1. Overview: This contract establishes a specific increased level of law enforcement services to be provided by The City of Temple Police Department to the US Army Corps of Engineers at Belton Lakes. This is a sole-source contract, since the City of Temple Police Department is the only agency with the requisite authority and responsibility to provide these services to the contract area.

2. Definition of Services: Increased services are defined in the contract's Performance Work Statement (PWS) as the contractor's provision of a dedicated officer and vehicle to patrol and enforce applicable state and local laws in accordance with their agency policy, procedures, and interpretations. Services will be performed in accordance with the schedule contained in the PWS. Contracted services are to supplement the year-round duties and activities which the contractor is responsible to perform even absent the contract.

3. Surveillance of Services: Officers providing service under this contract are required to complete and submit a Daily Enforcement Action Summary sheet documenting their activities performed during their work shifts, and to turn the logs into their supervisor at the end of each shift. The completed daily enforcement action summary logs will then be submitted to the US Army Corps of Engineers Point of Contact.

4. Surveillance Documentation:

a. The contractor shall provide a request for payment each month for reimbursable services performed. The request for payment shall include the number of man-hours worked during the billing period (which must correspond with the Daily Enforcement Action Summary Logs) and the total monthly expenses. The Quality Assurance Point of Contact (QA POC) will examine logs to ensure accuracy prior to authorizing payment.

b. The QA POC will document verification of the contractor's performance monthly for Quality Assurance. These reports will become part of the formal QA documentation. The QA POC will maintain a complete QA file, containing copies of all evaluations and related documentation. The QA POC will forward these records to the Contracting Officer at completion of the contract.

c. The services provided by the contractor are subject to inspection by the QA POC to ensure adherence to the terms of the PWS. If the contractor fails to provide the services as specified, the Government reserves the right to terminate the contract.

Performance Requirements Summary

The contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success.

Performance Objective	Standard	PERFORMANCE THRESHOLD	Method of Surveillance
The contractor shall provide additional patrolling presence and discretionary law enforcement actions in specified areas to help keep the peace and increase public safety in parks and other designated Corps areas.	The contractor provided visible and verifiable presence and actions in the designated areas at the specified days and times.	All required shifts were covered and the specified contract services were performed. Contractor coordinated in advance with Corps key personnel in the event of an unforeseen event which prevented an officer from serving all or part of a shift, which would not be billable to the Government.	Contractor's Daily Enforcement Action Summaries turned in by Contractor will be examined by QA POC, as will Law Enforcement Park Logs signed by Police Officers serving under this contract, to ensure accuracy prior to authorizing payment.

TECHNICAL EXHIBIT 2
DELIVERABLES SCHEDULE

<u>DELIVERABLE</u>	<u>FREQUENCY</u>	<u># OF COPIES</u>	<u>MEDIUM/FORMA T</u>	<u>SUBMIT TO</u>
Invoice for contract services performed; includes billing start/end dates, hours worked, total charges.	Submitted to Corps by the 5 th of every month, listing contract services performed during the previous calendar month.	Two copies of invoice, submitted to Corps QA POC, one submitted to USACE Finance Center	Hard Copy or FAX	<p>1.US Army Corps of Engineers Belton and Stillhouse Hollow Lakes 3740 FM 1670 Belton, TX 76513 ATTN: Ronald L. Bruggman</p> <p>2. USACE Finance Center Attn: CEFC-AO-P 5722 Integrity Drive Millington, TN 38054-5005 FAX:901/874-8533</p>
Daily Enforcement Action Summaries	To Corps with monthly invoice		Same as above	USACE Belton Lake Attn: Ronald L. Bruggman

PERFORMANCE WORK STATEMENT

APPENDIX A

2014

PATROL SCHEDULE

BELTON - 2014

Period	Day Man-Hrs	Tour	Hrs	Days	
<hr/>					
May 10 – Sep 01	Monday	1500-2100	6	4	24
	Friday	1500-2100	6	2	12
	Saturday	1500-2100	6	27	162
	Sunday	1500-2100	6	27	162
<hr/>					
Total Man-Hours for Temples Lake Park, Belton Lake					360

NOTE: Deviations from the above schedules may be required to allow for unforeseen situations that may arise during the Contract period. **Any deviations shall be mutually agreed upon in advance by both the Corps and the Contractor and in no event will the total man-hours (360) specified in the Contract be exceeded.** Deviations not coordinated through the Government will not be reimbursable. Scheduled work will end on September 1, 2014.

PERFORMANCE WORK STATEMENT

APPENDIX B

2014

DETAILED SCHEDULE

360 Hours total

Temple's Lake Park -2014

Period	Work Days	Tour
May 10 – Aug 31	Saturday, Sunday	1500-2100
May 10 – Jul 6	Saturday, Sunday	1500-2100
Aug 30 – Aug 31	Saturday, Sunday	1500-2100
Holidays:		
May 26	Monday	1500-2100
Jul 4	Friday	1500-2100
Sep 1		Monday 1500-2100

APPENDIX C

2014

DAILY ENFORCEMENT ACTION SUMMARY

OPERATING AGENCY: CITY OF TEMPLE POLICE DEPARTMENT

OFFICER'S NAME: _____ BADGE NO: _____

LAKE: BELTON DATE: _____

START TIME: _____ END TIME: _____ TOTAL HOURS: _____

Indicate number of occurrences of each action during contracted duty hours:

ARREST: _____ CITATIONS: _____ WARNINGS: _____

RANGER ASSISTANCE: _____ DIRECT VISITOR CONTACTS: _____

Arrest / Eviction Description	Park	Time
-------------------------------	------	------

Notes of Interest: _____

Appendix D

Law Enforcement Park Log

Temple's Lake Park, Belton Lake

[illegible]

**CONTRACT FOR INCREASED LAW ENFORCEMENT SERVICES,
TEMPLE'S LAKE PARK, BELTON LAKE, 2014
CITY OF TEMPLE POLICE DEPARTMENT**

BID SCHEDULE

LABOR COST:

Officer Salary Rate (man-hour)		\$ _____
Social Security FICA	_____ %	\$ _____
Retirement	_____ %	\$ _____
Worker's Comp	_____	\$ _____
Unemployment Ins	_____	\$ _____
TOTAL LABOR COST PER MAN HOUR		\$ _____

VEHICLE COST:

Operational cost	\$ _____
Fuel cost	\$ _____
Additional Vehicle Costs (if any)	\$ _____
Description: _____	

TOTAL VEHICLE COST / 360 hours	\$ _____

COST SUMMARY:

Labor Cost per Man-Hour x 360 man-hours	\$ _____
Total Vehicle Cost	\$ _____
TOTAL CONTRACT PRICE	\$ _____

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 51	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W9126G-14-T-0012	
6. SOLICITATION ISSUE DATE 13-Mar-2014		7. FOR SOLICITATION INFORMATION CALL:		a. NAME LINDA N. MCKETHAN		b. TELEPHONE NUMBER (No Collect Calls) 254-939-1829	
8. OFFER DUE DATE/LOCAL TIME 04:00 PM 01 Apr 2014		9. ISSUED BY CODE W9126G US ARMY ENGINEER DISTRICT, FORT WORTH ATTN: CESWF-CT 819 TAYLOR ST, ROOM 2A17 FORT WORTH TX 76102-0300 TEL: 817-886-1043 FAX: 817-886-6403		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: NAICS: 922120		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
12. DISCOUNT TERMS		15. DELIVER TO CODE		16. ADMINISTERED BY CODE			
		SEE SCHEDULE					
17a. CONTRACTOR/OFFEROR CODE		18a. PAYMENT WILL BE MADE BY CODE					
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	
		SEE SCHEDULE				23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)			
				TEL: EMAIL:			

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

PAGE 2 OF 51

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT
REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT
REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED
CORRECT FOR

36. PAYMENT

☐ COMPLETE ☐ PARTIAL ☐ FINAL

37. CHECK NUMBER

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

42a. RECEIVED BY (*Print*)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (*Location*)

42c. DATE REC'D (*YY/MM/DD*)

42d. TOTAL CONTAINERS

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>Funded Amt:</p> <p>FY14 LAW ENFORCEMENT</p> <p>See attached Bid Schedule, Performance Work Statement and Quality Assurance Surveillance Plan. Funds are not presently available for this contract.</p> <p>"Only a warranted Contracting Officer (either a Procuring Contracting Officer (PCO), or an Administrative Contracting Officer (ACO)), acting within their delegated limits, has the authority to issue modifications or otherwise change the terms and conditions of this contract. If an individual other than the Contracting Officer attempts to make changes to the terms and conditions of this contract you shall not proceed with the change and shall immediately notify the Contracting Officer."</p>				<p>NAICS CD: 922120</p> <p>, FSC CD: R499</p>

Section C - Descriptions and Specifications

PERFORMANCE WORK STATEMENT

See attached.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.232-99 (DEV)	Providing Accelerated Payment to Small Business Subcontractors (DEVIATION)	AUG 2012
-----------------	--	----------

CLAUSES INCORPORATED BY FULL TEXT

52.204-7 SYSTEM FOR AWARD MANAGEMENT (JULY 2013)

(a) Definitions. As used in this provision--

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional System for Award Management records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

Registered in the System for Award Management SAM database means that--

(1) The offeror has entered all mandatory information, including the DUNS number or the DUNS+4 number, the Contractor and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see Subpart 4.14) into the SAM database;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record ``Active".

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov>.

(End of clause)

52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

(1) When no longer needed for contract performance.

(2) Upon completion of the Contractor employee's employment.

(3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

(End of Clause)

52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JULY 2013)

(a) Definitions. As used in this clause:

Executive means officers, managing partners, or any other employees in management positions.

First-tier subcontract means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor's general and administrative expenses or indirect costs.

Month of award means the month in which a contract is signed by the Contracting Officer or the month in which a first-tier subcontract is signed by the Contractor.

Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

(1) Salary and bonus.

(2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Financial Accounting Standards Board's Accounting Standards Codification (FASB ASC) 718, Compensation-Stock Compensation.

(3) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

(5) Above-market earnings on deferred compensation which is not tax-qualified.

(6) Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

(b) Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.

(c) Nothing in this clause requires the disclosure of classified information.

(d)(1) Executive compensation of the prime contractor. As a part of its annual registration requirement in the System for Award Management (SAM) database (FAR provision 52.204-7), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for its preceding completed fiscal year, if—

(i) In the Contractor's preceding fiscal year, the Contractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

(2) First-tier subcontract information. Unless otherwise directed by the contracting officer, or as provided in paragraph (g) of this clause, by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, the Contractor shall report the following information at <http://www.fsrc.gov> for that first-tier subcontract. (The Contractor shall follow the instructions at <http://www.fsrc.gov> to report the data.)

(i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(vi) Subcontract number (the subcontract number assigned by the Contractor).

(vii) Subcontractor's physical address including street address, city, state, and country. Also

include the nine-digit zip code and congressional district.

(viii) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(ix) The prime contract number, and order number if applicable.

(x) Awarding agency name and code.

(xi) Funding agency name and code.

(xii) Government contracting office code.

(xiii) Treasury account symbol (TAS) as reported in FPDS.

(xiv) The applicable North American Industry Classification System code (NAICS).

(3) Executive compensation of the first-tier subcontractor.

Unless otherwise directed by the Contracting Officer, by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, and annually thereafter (calculated from the prime contract award date), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for that first-tier subcontractor for the first-tier subcontractor's preceding completed fiscal year at <http://www.fsr.gov>, if—

(i) In the subcontractor's preceding fiscal year, the subcontractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(e) The Contractor shall not split or break down first-tier subcontract awards to a value less than \$25,000 to avoid the reporting requirements in paragraph (d).

(f) The Contractor is required to report information on a first-tier subcontract covered by paragraph (d) when the subcontract is awarded. Continued reporting on the same subcontract is not required unless one of the reported data elements changes during the performance of the subcontract. The Contractor is not required to make further reports after the first-tier subcontract expires.

(g)(1) If the Contractor in the previous tax year had gross income, from all sources, under \$300,000, the Contractor is exempt from the requirement to report subcontractor awards.

(2) If a subcontractor in the previous tax year had gross income from all sources under \$300,000, the Contractor does not need to report awards for that subcontractor.

(h) The FSRS database at <http://www.fsrs.gov> will be prepopulated with some information from SAM and FPDS databases. If FPDS information is incorrect, the contractor should notify the contracting officer. If the SAM database information is incorrect, the contractor is responsible for correcting this information.

(End of clause)

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (AUG 2013)

(a) Definition. Commercially available off-the-shelf (COTS) item, as used in this clause--

(1) Means any item of supply (including construction material) that is--

(i) A commercial item (as defined in paragraph (1) of the definition in FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

(b) The Government suspends or debar Contractors to protect the Government's interests. Other than a subcontract for a commercially available off-the-shelf item, the Contractor shall not enter into any subcontract, in excess of \$30,000 with a Contractor that is debarred, suspended, or proposed for debarment by any executive agency unless there is a compelling reason to do so.

(c) The Contractor shall require each proposed subcontractor whose subcontract will exceed \$30,000, other than a subcontractor providing a commercially available off-the-shelf item, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(d) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party (other than a subcontractor providing a commercially available off-the-shelf item) that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the System for Award Management (SAM) Exclusions). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being listed with an exclusion in SAM.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its being listed with an exclusion in SAM.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(e) Subcontracts. Unless this is a contract for the acquisition of commercial items, the Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for the identification of the parties), in each subcontract that--

(1) Exceeds \$30,000 in value; and

(2) Is not a subcontract for commercially available off-the-shelf items.

(End of clause)

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (SEP 2013)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer--Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) The Assignments, Disputes, Payments, Invoice, Other

Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) System for Award Management (SAM). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the

Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

- (i) Any such clause is unenforceable against the Government.
 - (ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.
 - (iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.
- (2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.
- (End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (DEVIATION 2013-O0019) (NOV 2013)

(a) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (a) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [Subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(b) (1) Notwithstanding the requirements of any other clauses of this contract, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (b) (1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) ([41 U.S.C. 3509](#)).

(ii) [52.219-8](#), Utilization of Small Business Concerns (Dec 2010) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(iii) [52.222-17](#), Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause [52.222-17](#).

(iv) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).

(v) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010) ([38 U.S.C. 4212](#)).

(vi) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).

(vii) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).

(viii) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. Chapter 67](#)).

(ix) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).

___ Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).

(x) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) ([41 U.S.C. Chapter 67](#)).

(xi) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) ([41 U.S.C. Chapter 67](#)).

(xii) [52.222-54](#), Employment Eligibility Verification (E.O. 12989) (JUL 2012).

(xiii) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xiv) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) 42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xv) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.214-5000 APPARENT CLERICAL MISTAKES (MAR 1995)—EFARS

ARITHMETIC DISCREPANCIES

(a) For the purpose of initial evaluations of bids, the following will be utilized in the resolving arithmetic discrepancies found on the face of bidding schedule as submitted by the bidder:

- (1) Obviously misplaced decimal points will be corrected;
- (2) Discrepancy between unit price and extended price, the unit price will govern;
- (3) Apparent errors in extension of unit prices will be corrected;
- (4) Apparent errors in addition of lump-sum and extended prices will be corrected.

(b) For the purpose of bid evaluation, the government will proceed on the assumption that the bidder intends his bid to be evaluated on basis of the unit prices, the totals arrived at by resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the abstract of bids.

(c) These correction procedures shall not be used to resolve any ambiguity concerning which bid is low.

(End of statement)

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52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm-Fixed Price contract resulting from this solicitation.

(End of provision)

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52.222-3 CONVICT LABOR (JUN 2003)

(a) Except as provided in paragraph (b) of this clause, the Contractor shall not employ in the performance of this contract any person undergoing a sentence of imprisonment imposed by any court of a State, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands.

(b) The Contractor is not prohibited from employing persons--

- (1) On parole or probation to work at paid employment during the term of their sentence;

(2) Who have been pardoned or who have served their terms; or

(3) Confined for violation of the laws of any of the States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if--

(i) The worker is paid or is in an approved work training program on a voluntary basis;

(ii) Representatives of local union central bodies or similar labor union organizations have been consulted;

(iii) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services;

(iv) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and

(v) The Attorney General of the United States has certified that the work-release laws or **regulations** of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.222-17 Nondisplacement of Qualified Workers. (JAN 2013)

(a) Service employee, as used in this clause, means any person engaged in the performance of a service contract other than any person employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541. The term "service employee" includes all such persons regardless of any contractual relationship that may be alleged to exist between a contractor or subcontractor and such persons.

(b) The Contractor and its subcontractors shall, except as otherwise provided herein, in good faith offer those service employees employed under the predecessor contract whose employment will be terminated as a result of award of this contract or the expiration of the contract under which the service employees were hired, a right of first refusal of employment under this contract in positions for which the service employees are qualified.

(1) The Contractor and its subcontractors shall determine the number of service employees necessary for efficient performance of this contract and may elect to employ fewer employees than the predecessor Contractor employed in connection with performance of the work.

(2) Except as provided in paragraph (c) of this clause, there shall be no employment opening under this contract, and the Contractor and any subcontractors shall not offer employment under this contract, to any person prior to having complied fully with this obligation.

(i) The successor Contractor and its subcontractors shall make a bona fide express offer of employment to each service employee as provided herein and shall state the time within which the service employee must accept such offer, but in no case shall the period within which the service employee must accept the offer of employment be less than 10 days.

(ii) The successor Contractor and its subcontractors shall decide any question concerning a service employee's qualifications based upon the individual's education and employment history, with particular emphasis on the employee's experience on the predecessor contract, and the Contractor may utilize employment screening processes only when such processes are provided for by the contracting agency, are conditions of the service contract, and are consistent with Executive Order 13495.

(iii) Where the successor Contractor does not initially offer employment to all the predecessor contract service employees, the obligation to offer employment shall continue for 90 days after the successor contractor's first date of performance on the contract.

(iv) An offer of employment will be presumed to be bona fide even if it is not for a position similar to the one the employee previously held, but is one for which the employee is qualified, and even if it is subject to different employment terms and conditions, including changes to pay or benefits. (See 29 CFR 9.12 for a detailed description of a bonafide offer of employment).

(c)(1) Notwithstanding the obligation under paragraph (b) of this clause, the successor Contractor and any subcontractors (i) may employ under this contract any service employee who has worked for the contractor or subcontractor for at least three months immediately preceding the commencement of this contract and who would otherwise face lay-off or discharge, (ii) are not required to offer a right of first refusal to any service employee(s) of the predecessor contractor who are not service employees within the meaning of the Service Contract Act, 41 U.S.C. 6701(3), and (iii) are not required to offer a right of first refusal to any service employee(s) of the predecessor contractor whom the Contractor or any of its subcontractors reasonably believes, based on the particular service employee's past performance, has failed to perform suitably on the job (see 29 CFR 9.12(c)(4) for additional information). The successor Contractor bears the responsibility of demonstrating the appropriateness of claiming any of these exceptions.

(2) In addition, any Contractor or subcontractor that has been certified by the U.S. Small Business Administration as a HUBZone small business concern must ensure that it complies with the statutory and regulatory requirements of the HUBZone Program (e.g., it must ensure that at least 35 percent of all of its employees reside within a HUBZone). The HUBZone small business Contractor or subcontractor must consider whether it can meet the requirements of this clause and Executive Order 13495 while also ensuring it meets the HUBZone Program's requirements.

(3) Nothing in this clause shall be construed to permit a Contractor or subcontractor to fail to comply with any provision of any other Executive order or law. For example, the requirements of the HUBZone Program (see FAR subpart 19.13), Executive Order 11246 (Equal Employment Opportunity), and the Vietnam Era Veterans' Readjustment Assistance Act of 1974 may conflict, in certain circumstances, with the requirements of Executive Order 13495. All applicable laws and Executive orders must be satisfied in tandem with, and if necessary prior to, the requirements of Executive Order 13495, 29 CFR part 9, and this clause.

(d)(1) The Contractor shall, not less than 30 days before completion of the Contractor's performance of services on the contract, furnish the Contracting Officer with a certified list of the names of all service employees working under this contract and its subcontracts at the time the list is submitted. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts with either the current or predecessor contractors or their subcontractors. Where changes to the workforce are made after the submission of the certified list described in this paragraph, the Contractor shall, in accordance with paragraph (e) of this clause, not less than 10 days before completion of the services on this contract, furnish the Contracting Officer with an updated certified list of the names of all service employees employed within the last month of contract performance. The updated list shall also contain anniversary dates of employment, and, where applicable, dates of separation of each service employee under the contract and its predecessor contracts with either the current or predecessor Contractors or their subcontractors.

(2) Immediately upon receipt of the certified service employee list but not before contract award, the contracting officer shall provide the certified service employee list to the successor contractor, and, if requested, to employees of the predecessor contractor or subcontractors or their authorized representatives.

(3) The Contracting Officer will direct the predecessor Contractor to provide written notice (Appendix B to 29 CFR chapter 9) to service employees of their possible right to an offer of employment with the successor contractor. Where a significant portion of the predecessor Contractor's workforce is not fluent in English, the notice shall be provided in English and the language(s) with which service employees are more familiar. The written notice shall be—

(i) Posted in a conspicuous place at the worksite; or (ii) Delivered to the service employees individually. If such delivery is via email, the notification must result in an electronic delivery receipt or some other reliable confirmation that the intended recipient received the notice.

(e)(1) If required in accordance with 52.222-41(n), the predecessor Contractor shall, not less than 10 days before completion of this contract, furnish the Contracting Officer a certified list of the names of all service employees working under this contract and its subcontracts during the last month of contract performance. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts either with the current or predecessor Contractors or their subcontractors. If there are no changes to the workforce before the predecessor contract is completed, then the predecessor Contractor is not required to submit a revised list 10 days prior to completion of performance and the requirements of 52.222-41(n) are met. When there are changes to the workforce after submission of the 30-day list, the predecessor Contractor shall submit a revised certified list not less than 10 days prior to performance completion.

(2) Immediately upon receipt of the certified service employee list but not before contract award, the contracting officer shall provide the certified service employee list to the successor contractor, and, if requested, to employees of the predecessor contractor or subcontractors or their authorized representatives.

(f) The Contractor and subcontractor shall maintain the following records (regardless of format, e.g., paper or electronic) of its compliance with this clause for not less than a period of three years from the date the records were created.

(1) Copies of any written offers of employment or a contemporaneous written record of any oral offers of employment, including the date, location, and attendance roster of any service employee meeting(s) at which the offers were extended, a summary of each meeting, a copy of any written notice that may have been distributed, and the names of the service employees from the predecessor contract to whom an offer was made.

(2) A copy of any record that forms the basis for any exemption claimed under this part.

(3) A copy of the service employee list provided to or received from the contracting agency.

(4) An entry on the pay records of the amount of any retroactive payment of wages or compensation under the supervision of the Administrator of the Wage and Hour Division to each service employee, the period covered by such payment, and the date of payment, and a copy of any receipt form provided by or authorized by the Wage and Hour Division. The Contractor shall also deliver a copy of the receipt to the service employee and file the original, as evidence of payment by the Contractor and receipt by the service employee, with the Administrator or an authorized representative within 10 days after payment is made.

(g) Disputes concerning the requirements of this clause shall not be subject to the general disputes clause (52.233-1) of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 9. Disputes within the meaning of this clause include disputes between or among any of the following: The Contractor, the contracting agency, the U.S. Department of Labor, and the service employees

under the contract or its predecessor contract. The Contracting Officer will refer any service employee who wishes to file a complaint, or ask questions concerning this contract clause, to the: Branch of Government Contracts Enforcement, Wage and Hour Division, U.S. Department of Labor, 200 Constitution Avenue NW., Washington, DC 20210. Contact email: displaced@dol.gov.

(h) The Contractor shall cooperate in any review or investigation by the Department of Labor into possible violations of the provisions of this clause and shall make such records requested by such official(s) available for inspection, copying, or transcription upon request.

(i) If it is determined, pursuant to regulations issued by the Secretary of Labor (Secretary), that the Contractor or its subcontractors are not in compliance with the requirements of this clause or any regulation or order of the Secretary, appropriate sanctions may be imposed and remedies invoked against the Contractor or its subcontractors, as provided in Executive Order 13495, the regulations, and relevant orders of the Secretary, or as otherwise provided by law.

(j) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance. However, if the Contractor, as a result of such direction, becomes involved in litigation with a subcontractor, or is threatened with such involvement, the Contractor may request that the United States, through the Secretary, enter into such litigation to protect the interests of the United States.

(k) The Contracting Officer will withhold, or cause to be withheld, from the prime Contractor under this or any other Government contract with the same prime Contractor, such sums as an authorized official of the Department of Labor requests, upon a determination by the Administrator, the Administrative Law Judge, or the Administrative Review Board, that there has been a failure to comply with the terms of this clause and that wages lost as a result of the violations are due to service employees or that other monetary relief is appropriate. If the Contracting Officer or the Administrator, upon final order of the Secretary, finds that the Contractor has failed to provide a list of the names of service employees working under the contract, the Contracting Officer may, in his or her discretion, or upon request by the Administrator, take such action as may be necessary to cause the suspension of the payment of contract funds until such time as the list is provided to the Contracting Officer.

(l) Subcontracts. In every subcontract over the simplified acquisition threshold entered into in order to perform services under this contract, the Contractor shall include a provision that ensures—

(1) That each subcontractor will honor the requirements of paragraphs (b) through (c) of this clause with respect to the service employees of a predecessor subcontractor or subcontractors working under this contract, as well as of a predecessor Contractor and its subcontractors;

(2) That the subcontractor will provide the Contractor with the information about the service employees of the subcontractor needed by the Contractor to comply with paragraphs (d) and (e) of this clause; and

(3) The recordkeeping requirements of paragraph (f) of this clause.

52.222-19 CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES (NOV 2013)

(a) Applicability. This clause does not apply to the extent that the Contractor is supplying end products mined, produced, or manufactured in--

- (1) Canada, and the anticipated value of the acquisition is \$25,000 or more;
- (2) Israel, and the anticipated value of the acquisition is \$50,000 or more;
- (3) Mexico, and the anticipated value of the acquisition is \$77,494 or more; or
- (4) Armenia, Aruba, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan or the United Kingdom and the anticipated value of the acquisition is \$202,000 or more.

(b) Cooperation with Authorities. To enforce the laws prohibiting the manufacture or importation of products mined, produced, or manufactured by forced or indentured child labor, authorized officials may need to conduct investigations to determine whether forced or indentured child labor was used to mine, produce, or manufacture any product furnished under this contract. If the solicitation includes the provision 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products, or the equivalent at 2.212-3(i), the Contractor agrees to cooperate fully with authorized officials of the contracting agency, the Department of the Treasury, or the Department of Justice by providing reasonable access to records, documents, persons, or premises upon reasonable request by the authorized officials.

(c) Violations. The Government may impose remedies set forth in paragraph (d) for the following violations:

(1) The Contractor has submitted a false certification regarding knowledge of the use of forced or indentured child labor for listed end products.

(2) The Contractor has failed to cooperate, if required, in accordance with paragraph (b) of this clause, with an investigation of the use of forced or indentured child labor by an Inspector General, Attorney General, or the Secretary of the Treasury.

(3) The Contractor uses forced or indentured child labor in its mining, production, or manufacturing processes.

(4) The Contractor has furnished under the contract end products or components that have been mined, produced, or manufactured wholly or in part by forced or indentured child labor. (The Government will not pursue remedies at paragraph (d)(2) or paragraph (d)(3) of this clause unless sufficient evidence indicates that the Contractor knew of the violation.)

(d) Remedies. (1) The Contracting Officer may terminate the contract.

(2) The suspending official may suspend the Contractor in accordance with procedures in FAR Subpart 9.4.

(3) The debarring official may debar the Contractor for a period not to exceed 3 years in accordance with the procedures in FAR Subpart 9.4.

(End of clause)

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) Segregated facilities, as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national

origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

(End of clause)

52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011)

(a) Definitions. As used in this clause--

“Toxic chemical means a chemical or chemical category listed in 40 CFR 372.65.”

(b) Federal facilities are required to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050), and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(c) The Contractor shall provide all information needed by the Federal facility to comply with the following:

(1) The emergency planning reporting requirements of section 302 of EPCRA.

(2) The emergency notice requirements of section 304 of EPCRA.

(3) The list of Material Safety Data Sheets, required by section 311 of EPCRA.

(4) The emergency and hazardous chemical inventory forms of section 312 of EPCRA.

(5) The toxic chemical release inventory of section 313 of EPCRA, which includes the reduction and recycling information required by section 6607 of PPA.

(6) The toxic chemical and hazardous substance release and use reduction goals of section 2(e) of Executive Order 13423 and of Executive Order 13514.

(End of clause)

52.223-10 WASTE REDUCTION PROGRAM (MAY 2011)

(a) Definitions. As used in this clause--

Recycling means the series of activities, including collection, separation, and processing, by which products or other materials are recovered from the solid waste stream for use in the form of raw materials in the manufacture of products other than fuel for producing heat or power by combustion.

Waste prevention means any change in the design, manufacturing, purchase, or use of materials or products (including packaging) to reduce their amount or toxicity before they are discarded. Waste prevention also refers to the reuse of products or materials.

Waste reduction means preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products.

(b) Consistent with the requirements of section 3(e) of Executive Order 13423, the Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract.

(End of clause)

52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)

(a) Definitions. As used in this clause--

Driving—

(1) Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.

(2) Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

Text messaging means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.

(b) This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving, dated October 1, 2009.

(c) The Contractor is encouraged to--

(1) Adopt and enforce policies that ban text messaging while driving--

(i) Company-owned or -rented vehicles or Government-owned vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct initiatives in a manner commensurate with the size of the business, such as--

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(d) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts that exceed the micro-purchase threshold.

(End of clause)

52.225-1 BUY AMERICAN ACT--SUPPLIES (FEB 2009)

(a) Definitions. As used in this clause--

Commercially available off-the-shelf (COTS) item—

(1) Means any item of supply (including construction material) that is--

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products.

Component means an article, material, or supply incorporated into an end product.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

Domestic end product means--

(1) An unmanufactured end product mined or produced in the United States;

(2) An end product manufactured in the United States, if--

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic; or

(ii) The end product is a COTS item.

End product means those articles, materials, or supplies to be acquired under the contract for public use.

Foreign end product means an end product other than a domestic end product.

United States means the 50 States, the District of Columbia and outlying areas.

(b) The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States. In accordance with 41 U.S.C. 431, the component test of the Buy American Act is waived for an end product that is a COTS item (See 12.505(a)(1)).

(c) Offerors may obtain from the Contracting Officer a list of foreign articles that the Contracting Officer will treat as domestic for this contract.

(d) The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the solicitation entitled "Buy American Act Certificate."

(End of clause)

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at [TerList1.html](http://www.treas.gov/offices/enforcement/ofac/). More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR chapter V and/or on OFAC's Web site at <http://www.treas.gov/offices/enforcement/ofac/>.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

(End of clause)

52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this

contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (JULY 2013)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the System for Award Management (SAM) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the SAM database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the SAM database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the SAM database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the SAM database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the SAM database.

(End of Clause)

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

US Army Corps of Engineers, Fort Worth
Attn: CECT-SWF
819 Taylor St, Room 2A17

(PO Box 17300)
Fort Worth, TX 76102-0300

Email: SWF-Protest@usace.army.mil

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.233-3 PROTEST AFTER AWARD (AUG. 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct onsite interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of clause)

52.242-15 STOP-WORK ORDER (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of clause)

52.247-5 FAMILIARIZATION WITH CONDITIONS (APR 1984)

The offeror shall become familiar with all available information regarding difficulties that may be encountered and the conditions, including safety precautions, under which the work must be accomplished under the contract. The offeror shall not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required in this contract because the offeror failed to investigate the conditions or to become acquainted with all information concerning the services to be performed.

(End of clause)

52.247-27 CONTRACT NOT AFFECTED BY ORAL AGREEMENT (APR 1984)

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the Contracting Officer or an authorized representative.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>

(End of clause)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any DFARS (48 CFR Chapter PART 201) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any DFARS (48 CFR PART 201) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) The Contractor shall inform its employees in writing, in the predominant native language of the workforce, of contractor employee whistleblower rights and protections under 10 U.S.C. 2409, as described in subpart 203.9 of the Defense Federal Acquisition Regulation Supplement.

(b) The Contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts.

(End of clause)

252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

The Contractor's procedures for protecting against unauthorized disclosure of information shall not require Department of Defense employees or members of the Armed Forces to relinquish control of their work products, whether classified or not, to the contractor.

(End of clause)

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall--

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (DEC 2010) (DEVIATION)

(a) In addition to the clauses listed in paragraph (b) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5) (OCT 2010) (DEVIATION), the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).
252.237-7019	Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).
252.247-7003	Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUL 2009) (Section 884 of Public Law 110-417)
252.247-7023	Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631)
252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (JUNE 2012)

(a) Definitions. As used in this clause--

- (1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.
- (2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.
- (3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.
- (4) Receiving report means the data required by the clause at 252.246-7000, Material Inspection and Receiving Report.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when—

(1) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment;

(2) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System);

(3) DoD makes payment for rendered health care services using the TRICARE Encounter Data System (TEDS) as the electronic format; or

(4) When the Governmentwide commercial purchase card is used as the method of payment, only submission of the receiving report in electronic form is required.

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(End of clause)

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR part 31 and DFARS part 231, in effect on the date of this contract, apply.

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY FULL TEXT

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JAN 2011)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) of this provision.

(a) Definitions. As used in this provision --

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Inverted domestic corporation means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Manufactured end product means any end product in Federal Supply Classes (FSC) 1000-9999, except--

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate--

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

(b) (1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs -----.

(Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any.)

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It () is, () is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It () has, () has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(9) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It [squ] is, [squ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It [squ] is, [squ] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: -----.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It () has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act --Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, or Peruvian End Products) or Israeli End Products:

Line Item No.

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

Line Item No.	Country of Origin
<div></div> <div>-</div>	<div></div> <div>-</div>
<div></div> <div>-</div>	<div></div> <div>-</div>
<div></div> <div>-</div>	<div></div> <div>-</div>

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. (2) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line Item No.
<div></div>

—
—
—
—

[List as necessary]

(3) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
—	—
—	—

_____	_____
—	—

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals () are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency,

(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) () are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) () Have, () have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had

no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). (The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).)

(1) Listed End Product

Listed End Product	Listed Countries of Origin:
.	.
.	.
.	.

(2) Certification. (If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

() (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

() (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

(1) () In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) () Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) (The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.)

() (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror () does () does not certify that--

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

() (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror () does () does not certify that--

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies--

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

() TIN: -----.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other -----.

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name -----.

TIN -----.

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) Relation to Internal Revenue Code. A foreign entity that is treated as an inverted domestic corporation for purposes of the Internal Revenue Code at 26 U.S.C. 7874 (or would be except that the inversion transactions were completed on or before March 4, 2003), is also an inverted domestic corporation for purposes of 6 U.S.C. 395 and for this solicitation provision (see FAR 9.108).

(2) Representation. By submission of its offer, the offeror represents that it is not an inverted domestic corporation and is not a subsidiary of one.

(o) Sanctioned activities relating to Iran.

(1) Unless a waiver is granted or an exception applies as provided in paragraph (o)(2) of this provision, by submission of its offer, the offeror certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996.

(2) The certification requirement of paragraph (o)(1) of this provision does not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY FULL TEXT

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JUN 2008)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for

quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<http://assist.daps.dla.mil>).

(ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

(i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain

information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A CONTRACT WITH THE DEPARTMENT OF THE ARMY, CORPS OF ENGINEERS, TO REIMBURSE THE CITY FOR SALARY AND BENEFIT EXPENSES RELATED TO POLICE PATROLS AT TEMPLE'S LAKE PARK FROM MAY 10, 2014 THROUGH SEPTEMBER 1, 2014; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the City of Temple and the US Army Corps of Engineers have identified the need for increased law enforcement services at Temple's Lake Park on Lake Belton during the late spring and summer months;

Whereas, the Department of the Army Corps of Engineers will reimburse the City for up to 360 hours of additional police patrols within Temple's Lake Park;

Whereas, a contract was approved for a similar period during 2013 and resulted in positive outcomes for both the City of Temple and the Corps of Engineers – this contract will begin on May 10, 2014 and end on September 1, 2014;

Whereas, an estimated \$21,701 will be reimbursed to the City of Temple for police officer salaries, benefits and vehicle costs; and

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

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

Part 1: The City Council authorizes the City Manager, or his designee, to execute a contract with the Department of the Army, Corps of Engineers, to reimburse the City of Temple for police officer salaries, benefits and vehicle costs related to additional police patrols at Temple's Lake Park from May 10, 2014 through September 1, 2014, in the estimated amount of \$21,701.

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 3rd day of April, 2014.

THE CITY OF TEMPLE, TEXAS

DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

Lacy Borgeson
City Secretary

Jonathan Graham
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

04/03/14
Item #5(C)
Consent Agenda
Page 1 of 4

DEPT./DIVISION SUBMISSION & REVIEW:

Belinda Mattke, Director of Purchasing
Sam Weed, Superintendent of Fleet Services

ITEM DESCRIPTION: Consider adopting a resolution authorizing the purchase of the following vehicles in the amount of \$308,054.35:

- (A) Four (4) Ford Fusion passenger cars from Johnson Brothers Ford Lincoln of Temple in the amount of \$71,146.16 (Bid Tabulation #2);
- (B) One (1) Chevrolet Impala LS full size sedan from Caldwell Country Chevrolet of Caldwell in the amount of \$18,946.00 (Bid Tabulation #3);
- (C) One (1) Ford Transit Connect light duty cargo van from Johnson Brothers Ford Lincoln of Temple in the amount of \$20,474.27 (Bid Tabulation #4);
- (D) Two (2) ½-ton light duty economy full size pickups (F-150) from Johnson Brothers Ford Lincoln of Temple in the amount of \$39,152.16 (Bid Tabulation #5);
- (E) Two (2) ½-ton light duty full size pickup (F-150) from Johnson Brothers Ford Lincoln of Temple in the amount of \$48,043.76 (Bid Tabulation #6);
- (F) One (1) diesel powered cab and chassis (F-550) from Caldwell Country Ford of Caldwell in the amount of \$40,355.00 (Bid Tabulation #7); and
- (G) Two (2) 1-ton regular cab and chassis dual rear wheels with utility body (F-350) from Caldwell Country Ford of Caldwell in the amount of \$69,937.00 (Bid Tabulation #8).

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: On March 18, 2014, four (4) vendors submitted pricing on seven (7) independent vehicle bids.

Staff recommends award of the following four (4) bids to **Johnson Brothers Ford Lincoln**. Exceptions taken by Johnson Brothers were routine in nature and did not impact the overall quality of the vehicles; accordingly, staff is willing to accept their exceptions. The City has done business with Johnson Brothers in the past and finds them to be a responsible vendor.

Bid Tabulation #2-Five Passenger Midsize Sedan (Ford Fusion):

Bid Tab #	Description	Qty	Account	Project #	Budget	Recommended Bid
2	Police 4 unmarked Units	4	110-5900-521-6213	101046	\$ 86,000.00	\$71,146.16
Sub-Total for two (4) five passenger midsize sedans					\$ 86,000.00	\$71,146.16

This bid allowed for additional units to be purchased if budget allowed.

Bid Tabulation #4-One (1) Light Duty Cargo Van (Ford Transit Connect):

Bid Tab #	Description	Qty	Account	Project #	Budget	Recommended Bid
4	ITS (replaces Asset #9781)	1	110-5919-519-6213	101037	\$ 22,500.00	\$ 20,474.27
Sub-Total for one (1) Light Duty Cargo Van					\$ 22,500.00	\$20,474.27

Bid Tabulation #5-Two (2) ½-Ton Light Duty Economy Full Size Pickup (F-150):

Bid Tab #	Description	Qty	Account	Project #	Budget	Recommended Bid
5	Code Enforcement (Addition to the Fleet)	1	110-5900-524-6213	101024	\$ 22,500.00	\$ 19,601.08
5	Inspections (replaces Asset #12822)	1	110-5947-519-6213* Budget Adjustment required	101127	\$ 19,552.00	\$ 19,551.08
Sub-Total for two (2) ½-Ton Light Duty Economy Full Size Pickup					\$ 42,052.00	\$ 39,152.16

Bid Tabulation #6-Two (2) ½-Ton Light Duty Full Size Pickup (F-150):

Bid Tab #	Description	Qty	Account	Project #	Budget	Recommended Bid
5	Drainage (replaces Asset #11473)	1	292-2921-534-6213 292-2922-534-6213 292-2923-534-6213	101062	\$ 24,022.00	\$ 24,021.88
5	Parks (replaces Asset #9941)	1	110-5935-552-6213	101043	\$ 30,000.00	\$ 24,021.88
Sub-Total for two (2) ½-Ton Light Duty Full Size Pickup					\$ 54,022.00	\$ 48,043.76

Staff recommends award of the following bid to **Caldwell Country Chevrolet**. Caldwell Country Chevrolet took no exceptions to the specifications. The City has done business with Caldwell Country Chevrolet in the past and finds them to be a responsible vendor.

Bid Tabulation #3- 5 Passenger Full Size Sedan (Chevy Impala LS):

Bid Tab #	Description	Qty	Account	Project #	Budget	Recommended Bid
3	Fleet Services (replaces Asset # 11615)	1	110-5938-519-6213	101033	\$ 27,140.00	\$18,946.00
Sub-Total for one (1) 5-Passenger Full Size Sedan					\$ 27,140.00	\$18,946.00

Staff recommends award of the following two (2) bids to **Caldwell Country Ford**. Exceptions taken by Caldwell Country Ford were routine in nature and did not impact the overall quality of the vehicles; accordingly, staff is will to accept their exceptions. The City has done business with Caldwell Country Ford in the past and finds them to be a responsible vendor

Bid Tabulation #7- Diesel Powered Cab & Chassis (F-550):

Bid Tab #	Description	Qty	Account	Project #	Budget	Recommended Bid
7	Solid Waste (replaces Asset #10244)	1	110-5900-540-6222	101051	\$ 52,500.00	\$ 40,355.00
Sub-Total for one (1) Diesel Powered Cab & Chassis					\$52,500.00	\$ 40,355.00

Bid Tabulation #8- 1-ton Regular Cab and Chassis Duel Rear Wheels with Utility Body(F-350):

Bid Tab #	Description	Qty	Account	Project #	Budget	Recommended Bid
8	Parks (replaces Asset #10245)	1	110-5935-552-6213	101044	\$ 37,416.00	\$ 37,416.00
8	Water (replaces Asset #12345)	1	520-5251-535-6213	101070	\$ 36,000.00	\$ 32,531.00
Sub-Total for one (1) Diesel Powered Cab & Chassis					\$73,416.00	\$ 69,937.00

SUSTAINABILITY IMPACT: Each vehicle scheduled for replacement has been evaluated to ensure the most sustainable and fuel efficient vehicle that will meet the needs of the department is being purchased. The evaluation for these vehicles focused on fuel type. The incremental cost of purchasing a CNG powered vehicle as opposed to regular gasoline for the Chevrolet Impala is \$22,000. If current operations continue the pay-back period for the vehicle exceeds the expected life of the vehicle. All other vehicles listed above do not have the option of an alternative fuel on the market.

FISCAL IMPACT: Funding for the purchase of the 13 vehicles identified above were included in the Council-adopted FY 2014 budget in the accounts as defined in the Item Summary above in the amount of \$338,078. Total funding needed for the recommended purchases is \$308,054.35 resulting in a net savings over budget in the amount of \$28,585.65.

A budget adjustment is presented for Council approval appropriating \$19,552 of the savings to purchase the replacement vehicle for the Inspections Department that totaled during the year and needs to be replaced.

ATTACHMENTS:
Bid Tabulations (7)
Budget Adjustment
Resolution

Bid Tabulation #2

**Tabulation of Bids Received
on March 18, 2014 at 2:30 p.m.
5 Passenger Midsize Sedan
Bid# 13-19-14**

Bidders									
		Grapevine DCJ, LLC Grapevine, TX		Caldwell Country Ford Caldwell, TX		Caldwell Country Chevrolet Caldwell, TX		Johnson Bros Ford Lincoln Temple, TX	
Description	Qty	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Total Bid Price	4*	\$17,578.67	\$52736.00 **	\$18,237.00	\$72,948.00	\$18,993.00	\$75,972.00	\$17,786.54	\$71,146.16
Delivery within 120 days?		Yes		Yes		Yes		No	
Local Preference?		No		No		No		Yes	
Exceptions?		Yes		No		No		No	
Credit Check Authorization		Yes		Yes		Yes		Yes	

* The Invitation to Bid indicated a Quantity of 4 with the option to add additional units.

** Only three (3) vehicles available

Recommended for Council award

Bid Tabulation #3

**Tabulation of Bids Received
on March 18, 2014 at 2:30 p.m.
5 Passenger Full Size Bi-Fuel Sedan
Bid# 13-19-14**

	Bidders			
	Grapevine DCJ, LLC Grapevine, TX	Caldwell Country Ford Caldwell, TX	Caldwell Country Chevrolet Caldwell, TX	Johnson Bros Ford Lincoln Temple, TX
Description	Unit Price	Unit Price	Unit Price	Unit Price
Total Bid Price	No Bid	No Bid	\$42,440.00	No Bid
Alternate 1 - 5-Passenger Full Size Sedan with Conventional Powered Gasoline Engine	No Bid	No Bid	\$18,946.00	No Bid
Delivery within 120 days?	No Bid	No Bid	Yes	No Bid
Local Preference?	No Bid	No Bid	No	No Bid
Exceptions?	No Bid	No Bid	No	No Bid
Credit Check Authorization	No Bid	No Bid	Yes	No Bid

Recommended for Council award

Bid Tabulation #4

**Tabulation of Bids Received
on March 18, 2014 at 2:30 p.m.
Light Duty Cargo Van
Bid# 13-19-14**

	Bidders			
	Grapevine DCJ, LLC Grapevine, TX	Caldwell Country Ford Caldwell, TX	Caldwell Country Chevrolet Caldwell, TX	Johnson Bros Ford Lincoln Temple, TX
Description	Unit Price	Unit Price	Unit Price	Unit Price
Total Bid Price	No Bid	\$20,999.00	\$22,779.00	\$20,474.27
Delivery within 120 days?	No Bid	No	Yes	No
Local Preference?	No Bid	No	No	Yes
Exceptions?	No Bid	Yes	No	Yes
Credit Check Authorization	No Bid	Yes	Yes	Yes

Recommended for Council award

Bid Tabulation #5

**Tabulation of Bids Received
on March 18, 2014 at 2:30 p.m.
1/2 Ton Light Duty Economy Full Size Pickups
Bid# 13-19-14**

		Bidders							
		Grapevine DCJ, LLC Grapevine, TX		Caldwell Country Ford Caldwell, TX		Caldewell Country Chevrolet Caldwell, TX		Johnson Bros Ford Lincoln Temple, TX	
Description	Qty	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Total Bid Price	2	No Bid		\$18,684.00	\$37,368.00	\$19,775.00	\$39,550.00	\$18,126.08	\$36,252.16
Sprayed on bed liner	2	No Bid		\$350.00	\$700.00	\$325.00	\$650.00	\$400.00	\$800.00
Headache Rack	2	No Bid		\$365.00	\$730.00	\$400.00	\$800.00	\$400.00	\$800.00
Toolbox	1	No Bid		\$549.00	\$549.00	\$600.00	\$600.00	\$600.00	\$600.00
Back-up Alarm	2	No Bid		\$95.00	\$190.00	\$140.00	\$280.00	\$75.00	\$150.00
Strobe Lights	1	No Bid		\$659.00	\$659.00	\$800.00	\$800.00	\$550.00	\$550.00
Total Awarded Amount		No Bid		\$40,196.00		\$42,680.00		\$39,152.16	
Delivery within 120 days?		No Bid		No		Yes		No	
Local Preference?		No Bid		No		No		Yes	
Exceptions?		No Bid		No		No		No	
Credit Check Authorization		No Bid		Yes		Yes		Yes	

Recommended for Council award

Bid Tabulation #6

**Tabulation of Bids Received
on March 18, 2014 at 2:30 p.m.
1/2 Ton Light Duty Full Size Pickups
Bid# 13-19-14**

		Bidders							
		Grapevine DCJ, LLC Grapevine, TX		Caldwell Country Ford Caldwell, TX		Caldewell Country Chevrolet Caldwell, TX		Johnson Bros Ford Lincoln Temple, TX	
Description	Qty	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Total Bid Price	2	No Bid		\$20,441.00	\$40,882.00	\$23,445.00	\$46,890.00	\$20,796.88	\$41,593.76
Sprayed on bed liner	2	No Bid		\$350.00	\$700.00	\$325.00	\$650.00	\$400.00	\$800.00
Back-up Alarm	2	No Bid		\$95.00	\$190.00	\$140.00	\$280.00	\$75.00	\$150.00
Toolbox	2	No Bid		\$549.00	\$1,098.00	\$600.00	\$1,200.00	\$600.00	\$1,200.00
Headache Rack	2	No Bid		\$365.00	\$730.00	\$400.00	\$800.00	\$400.00	\$800.00
Light Bar	2	No Bid		\$2,490.00	\$4,980.00	\$3,265.00	\$6,530.00	\$1,750.00	\$3,500.00
Total Awarded Amount		No Bid		\$48,580.00		\$56,350.00		\$48,043.76	
Delivery within 120 days?		No Bid		Yes		Yes		No	
Local Preference?		No Bid		No		No		Yes	
Exceptions?		No Bid		Yes		No		Yes	
Credit Check Authorization		No Bid		Yes		Yes		Yes	

Recommended for Council award

Bid Tabulation #7

**Tabulation of Bids Received
on March 18, 2014 at 2:30 p.m.
Diesel Powered Cab & Chassis with 8,000 Metal Container Carrier
Bid# 13-19-14**

	Bidders			
	Grapevine DCJ, LLC Grapevine, TX	Caldwell Country Ford Caldwell, TX	Caldwell Country Chevrolet Caldwell, TX	Johnson Bros Ford Lincoln Temple, TX
Description	Unit Price	Unit Price	Unit Price	Unit Price
Total Bid Price	No Bid	\$40,355.00	No Bid	No Bid
G&H 8,000 Container Carrier	No Bid	\$26,210.00	No Bid	No Bid
Delivery within 180 days?	No Bid	No	No Bid	No Bid
Local Preference?	No Bid	No	No Bid	No Bid
Exceptions?	No Bid	Yes	No Bid	No Bid
Credit Check Authorization	No Bid	Yes	No Bid	No Bid

Recommended for Council award

Bid Tabulation #8

**Tabulation of Bids Received
on March 18, 2014 at 2:30 p.m.
1-Ton Regular Cab and Chassis Dual Rear Wheels with Utility Body
Bid# 13-19-14**

		Bidders							
		Grapevine DCJ, LLC Grapevine, TX		Caldwell Country Ford Caldwell, TX		Caldwell Country Chevrolet Caldwell, TX		Johnson Bros Ford Lincoln Temple, TX	
Description	Qty	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Total Bid Price	2	No Bid		\$32,221.00	\$64,442.00	\$34,533.00	\$69,066.00	No Bid	
Light Bar	1	No Bid		\$2,650.00	\$2,650.00	\$2,885.00	\$2,885.00	No Bid	
Hydraulic Utility Body Lift Gate	1	No Bid		\$2,245.00	\$2,245.00	\$2,190.00	\$2,190.00	No Bid	
Entry Steps	2	No Bid		\$300.00	\$600.00	\$249.00	\$498.00	No Bid	
Total Awarded Price		No Bid		\$69,937.00		\$74,639.00		No Bid	
Delivery within 180 days?		No Bid		No		Yes		No Bid	
Local Preference?		No Bid		No		No		No Bid	
Exceptions?		No Bid		No		No		No Bid	
Credit Check Authorization		No Bid		Yes		Yes		No Bid	

Recommended for Council award

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
110-5947-519-62-13	101127	AUTOMOTIVE	\$ 19,552	
110-5900-524-62-13	101024	AUTOMOTIVE		\$ 2,700
110-5935-552-62-13	101043	AUTOMOTIVE		\$ 5,500
110-5938-519-62-13	101033	AUTOMOTIVE		\$ 8,000
110-5900-521-62-13	101046	AUTOMOTIVE		\$ 3,352
TOTAL.....			\$ 19,552	\$ 19,552

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

Additional funding needed for the purchase of a replacement truck for the Inspections Department. The replacement vehicle is needed to replace a truck that was totaled during the fiscal year and needs to be replaced.

DOES THIS REQUEST REQUIRE COUNCIL APPROVAL?

☒

Yes

☐

No

DATE OF COUNCIL MEETING

4/3/2014

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 VARIOUS VEHICLES FROM JOHNSON BROTHERS FORD LINCOLN OF TEMPLE, TEXAS, CALDWELL COUNTRY CHEVROLET OF CALDWELL, TEXAS AND CALDWELL COUNTRY FORD OF CALDWELL, TEXAS, IN THE CUMULATIVE AMOUNT OF \$308,054.35; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, on March 18, 2014, four (4) vendors submitted pricing on seven (7) independent vehicle bids for various vehicles scheduled for replacement;

Whereas, staff recommends award of the following four (4) bids to Johnson Brothers Ford Lincoln, of Temple, Texas, in the following amounts:

- four (4) five passenger midsize sedans (Ford Fusion) - \$71,146.16;
- One (1) light duty cargo van (Ford Transit Connect) – \$20,474.27;
- Two (2) ½ ton light duty economy full size pickups (F-150) - \$39,152.16;
- Two (2) ½ ton light duty full size pickups (F-150) - \$48,043.76;

Whereas, staff recommends award of the following bid Caldwell Country Chevrolet of Caldwell, Texas in the following amount:

- One (1) 5 passenger full size sedan (Chevrolet Impala LS) - \$18,946.00;

Whereas, staff recommends award of the following two (2) bids from Caldwell Country Ford of Caldwell, Texas in the following amounts:

- One (1) diesel powered cab & chassis (F-550) - \$40,355.00;
- Two (2) 1-ton regular cab and chassis dual rear wheels with utility body (F-350) - \$69,937.00;

Whereas, each vehicle scheduled for replacement has been evaluated to ensure that they meet the most sustainable and fuel efficient vehicle for each department – the evaluation for these vehicles focused on fuel type and the incremental cost of purchasing a CNG powered vehicle as opposed to regular gasoline;

Whereas, funding for the purchase of these thirteen (13) vehicles is available for these purchases, but an amendment to the fiscal year 2013-2014 budget needs to be approved to transfer the funds to the following accounts: Police: Account No. 110-5900-521-6213, Project No. 101046, Information Technology: Account No. 110-5919-519-6213, Project No. 101037, Code Enforcement: Account No. 110-5900-524-6213, Project No. 101024 and Account No. 110-5947-519-6213, Project No. 101127, Drainage: Account No. 292-2921-534-6213, 292-2922-534-6213, 292-2923-534-6213, Project No. 101062, Parks: 110-5935-552-6213, Project No. 101043, Fleet Services: Account No. 110-5938-519-6213, Project No. 101033, Solid Waste: Account No. 110-5900-540-6222, Project No. 101051, Parks: 110-5935-552-6213, Project No. 101044, and Water: 520-5251-535-6213, Project No. 101070; 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 the following vehicles from Johnson Brothers Ford Lincoln of Temple, Texas, Caldwell Country Chevrolet of Caldwell, Texas and Caldwell Country Ford of Caldwell, Texas, in the cumulative amount of \$309,054.35:

- four (4) five passenger midsize sedans (Ford Fusion) - \$71,146.16;
- One (1) light duty cargo van (Ford Transit Connect) – \$20,474.27;
- Two (2) ½ ton light duty economy full size pickups (F-150) - \$39,152.16;
- Two (2) ½ ton light duty full size pickups (F-150) - \$18,043.76;
- One (1) 5 passenger full size sedan (Chevrolet Impala LS) - \$18,946.00;
- One (1) diesel powered cab & chassis (F-550) - \$40,355.00;
- Two (2) 1-ton regular cab and chassis dual rear wheels with utility body (F-350) - \$69,937.00.

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: 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 3rd day of **April**, 2014.

THE CITY OF TEMPLE, TEXAS

DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

Lacy Borgeson
City Secretary

Jonathan Graham
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

04/03/14
Item #5(D)
Consent Agenda
Page 1 of 1

DEPT./DIVISION SUBMISSION & REVIEW:

Nicole Torralva, P.E., Public Works Director
Don Bond, P.E., CFM, City Engineer

ITEM DESCRIPTION: Consider adopting a resolution authorizing a construction contract with Alpha Constructors of Temple, for construction activities required for the repair of the concrete rip-rap between the raw water intake structures at the Temple Water Treatment Plant in an amount not to exceed \$58,000.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: The City owns and operates the raw water intake structures at the Water Treatment Plant in Southwest Temple. The concrete rip-rap, located between the intake structures, is in need of repair. This project implements repairs to prevent possible damage to the intake structures and maintain the City's potable water demand.

Construction services authorized under this contract will repair the concrete rip-rap, including void filling, erosion control, joint and crack sealing. On March 18, 2014, the City of Temple received one (1) bid on this project. As shown on the attached bid tabulation, Alpha Constructors, Inc. of Temple submitted the bid of \$58,000. Public Works is familiar with Alpha Constructors and believes they are qualified and capable of providing the services needed to complete this project. The engineer's OPC for this project was \$50,000. Construction time allotted for the project is 45 calendar days.

FISCAL IMPACT: A budget adjustment is being presented to Council in the amount of \$58,000 allocating funds from the Water & Sewer Unreserved Retained Earnings account, 520-0000-373-0411 to the Capital Building & Grounds / WTP-Raw Water Intake Repairs, account 520-5124-535-6310, project 101106, to fund the construction contract with Alpha Constructors in the amount not to exceed \$58,000.

ATTACHMENTS:

[Bid Tabulation](#)
[Project Map](#)
[Budget Adjustment](#)
[Resolution](#)

**Tabulation of Bids Received
on March 18, 2014 at 2:00 p.m.
Temple WTP Raw Water Intake Riprap Repair and Erosion Control
Bid #51-04-14**

				Bidders
				Alpha Constructors, Inc. Temple, TX
Description	UM	Qty	Unit Price	Extended Price
Line 1-Mobilization, demobilization, bonds, permits and insurance	LS	1	\$ 5,000.00	\$5,000.00
Line 2-Installation of new gabions, and gabion mattresses, including all excavation, connections, and modifications, that may be required by the plans	CF	350	\$ 110.00	\$38,500.00
Line 3-Connect new PVC extension to existing refuse drain, including all fittings, and supports as may be required by plans	LS	1	\$ 3,500.00	\$3,500.00
Line 4-Rout and seal all cracks as required by plans	LF	200	\$ 15.00	\$3,000.00
Line 5-Seal all joints as required by plans	LF	200	\$ 15.00	\$3,000.00
Line 6-Placement of flowable fill as required by plans, including all necessary preparation and placement of clean aggregate and geotextile layers	CY	5	\$ 1,000.00	\$5,000.00
Total Bid Price				\$58,000.00
Bid Bond				5%
Bond Requirement Affidavit				Yes
Credit Check Authorization				Yes

Recommended for Council award

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.



Hog Pen Creek

PARKSIDE DR

Leon River

CRYER LN

Project Location



1 inch = 103 feet

24 March 2014
Leah Harvey

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	
520-5124-535-63-10	101106	Capital Building & Grounds	\$ 58,000			
520-0000-373-04-11		Water & Sewer Unreserved Ret Earning			58,000	
		Do Not Post				
TOTAL.....			\$ 58,000		\$ 58,000	

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

To fund construction contract with Alpha Constructors for the construction activities required for the repair of the concrete rip-rap between the raw water intake structures at the Water Treatment Plant. These repairs were not budgeted in the FY 2014 budget.

DOES THIS REQUEST REQUIRE COUNCIL APPROVAL?

☒

Yes

☐

No

DATE OF COUNCIL MEETING

4/3/2014

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 CONSTRUCTION CONTRACT WITH ALPHA CONSTRUCTORS, INC., OF TEMPLE, TEXAS, FOR THE REPAIR OF THE CONCRETE RIP-RAP BETWEEN THE RAW WATER INTAKE STRUCTURES AT THE TEMPLE WATER TREATMENT PLANT, IN AN AMOUNT NOT TO EXCEED \$58,000; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the City owns and operates the raw water intake structures at the Water Treatment Plant in southwest Temple and the concrete rip-rap which is located between the intake structures is in need of repair;

Whereas, the repairs, which include void filling, erosion control and joint and crack sealing, will prevent possible damage to the intake structures and maintain the City's potable water demand;

Whereas, on March 14, 2014, one (1) bid was received for this project and staff recommends award of the contract to Alpha Constructors, Inc., of Temple, Texas, in an amount not to exceed \$58,000 – staff has worked with Alpha Constructors in the past and believes they are qualified and capable of providing the services needed to complete this project;

Whereas, funds are available for this project but an amendment to the fiscal year 2013-2014 budget needs to be approved to transfer the funds to Account No. 520-5124-535-6310, Project No. 101106; 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 repair of the concrete rip-rap between the raw water intake structures at the Temple Water Treatment Plant, in an amount not to exceed \$58,000.

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 3rd day of **April**, 2014.

THE CITY OF TEMPLE, TEXAS

DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

Lacy Borgeson
City Secretary

Jonathan Graham
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

04/03/14
Item #5(E)
Consent Agenda
Page 1 of 2

DEPT./DIVISION SUBMISSION & REVIEW:

Brynn Myers, Assistant City Manager
Ashley Williams, Sustainability and Grant Manager

ITEM DESCRIPTION: Consider adopting a resolution authorizing the City Manager to enter into a contract with Cirro Energy Services, Dominion Energy Solutions to participate in ERCOT's Demand Response program and Oncor's 4CP and Commercial Load Management programs, for a time period not to exceed 36 months, with an 85% cost share to the City.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: In the fall of 2013, City staff evaluated options of receiving revenue through programs offered by ERCOT and Oncor, regarding electric use. Through these programs revenue can be received if the City elects to shed load at qualified facilities, in response to increased grid demand when the system reliability is jeopardized. Revenue is based on the amount of load shed as committed to by the City.

After evaluation, staff recommends that facilities with substantial back-up generation participate in the programs, as disruption to operations would be limited. The following facilities are qualified and recommended to participate in the programs:

Facility	Service Address
Water Treatment Plant (Conventional)	4820 Parkside Drive
Water Treatment Plant (Membrane)	7296 Charter Oak Loop
Water Treatment Plant (Raw)	4820 Parkside Drive
Police Department	209 East Ave A
Wilson Recreation Center	2205 Curtis B Elliot
Service Center	3210 East Ave H
Fire Station #8	7268 Airport Rd

These facilities were chosen based on their daily load, the amount of back-up generation and the availability to make the biggest impact on the grid. The following actions may be taken to shed load: switch to back-up generation, turning off equipment (i.e. HVAC, lighting, printers, etc.), among others.

The City will receive revenue on a tri-annual basis, whether or not an event is called to shed load. ERCOT has established a fund to pay commercial/industrial customers to shed load at peak electric use periods. The City would receive 85% of the qualified funds and Dominion Energy Solutions would receive the remaining 15%, acting as the Qualified Scheduling Entity.

If the City enrolls 1 MW of load to shed, the City would receive \$112,744 annually. The City anticipates enrolling at least 1 MW of load, meaning the City is committing to shed a total of 1 MW of electricity, if called upon, at the above facilities.

SUSTAINABILITY IMPACT: Funds received through load shedding programs are intended for use to improve current back-up generation options at City facilities. This action will allow the City to use available external funds, to ensure more back-up generation is available at all facilities. As increased back-up generation is achieved at facilities staff recommends more facilities enroll in load shedding programs.

FISCAL IMPACT: The City anticipates enrolling at least 1 MW of load, meaning the City is committing to shed a total of 1 MW of electricity, if called upon, at the above facilities. If this occurs, the City would receive \$112,744 annually. These funds are intended for use to improve current back-up generation options at City facilities.

ATTACHMENTS:
[Resolution](#)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A CONTRACT WITH CIRRO ENERGY SERVICES, DOMINION ENERGY SOLUTIONS, TO PARTICIPATE IN THE ELECTRIC RELIABILITY COUNCIL OF TEXAS' DEMAND RESPONSE PROGRAM AND ONCOR'S 4CP AND COMMERCIAL LOAD MANAGEMENT PROGRAMS, FOR A TIME PERIOD NOT TO EXCEED 36 MONTHS, WITH AN 85% COST SHARE TO THE CITY; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, in the fall of 2013, City staff evaluated options of receiving revenue through programs offered by the Electric Reliability Council of Texas (ERCOT) and Oncor regarding electric usage;

Whereas, through these programs, revenue can be received if the City elects to shed load at qualified facilities, in response to increased grid demand when the system reliability is jeopardized – revenue is based on the amount of load shed as committed to by the City;

Whereas, after evaluation, staff recommends that facilities with substantial back-up generation participate in the program, as disruption to these operations would be limited – these facilities would be:

Water Treatment Plant (Conventional), 4820 Parkside Drive;
Water Treatment Plant (Membrane), 7296 Charter Oak Loop;
Water Treatment Plant (Raw), 4820 Parkside Drive;
Police Department, 209 East Avenue A,
Wilson Recreation Center, 2205 Curtis B. Elliot;
Service Center, 3210 East Avenue H;
Fire Station 8, 7268 Airport Road;

Whereas, these facilities were chosen based on their daily load, the amount of back-up generation and the availability to make the biggest impact on the grid;

Whereas, the City will receive revenue on a tri-annual basis, whether or not an event is called to shed load and ERCOT has established a fund to pay commercial/industrial customers to shed load at peak electric use periods

Whereas, the City would receive 85% of the qualified funds and Dominion Energy Solutions would receive the remaining 15%, acting as the Qualified Scheduling Entity;

Whereas, funds received through load shedding programs are intended for use to improve current back-up generation options at City facilities which will allow the City to use available external funds to ensure more back-up generation is available;

Whereas, the City anticipates enrolling at least 1MW of load, meaning the City is committed to shedding a total of 1MW of electricity, if called upon, and would receive approximately \$112,744 annually; 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 enter into a contract with Cirro Energy Solutions, Dominion Energy Solutions, after approval as to form by the City Attorney, to participate in ERCOT's Demand Response program and Oncor's 4CP and Commercial Load Management programs, for a time period not to exceed 36 months, with an 85% cost share to the City, in the approximate amount of \$112,744 annually.

Part 2: The facilities with substantial back-up generation and authorized to participate in the program are:

Water Treatment Plant (Conventional), 4820 Parkside Drive;
Water Treatment Plant (Membrane), 7296 Charter Oak Loop;
Water Treatment Plant (Raw), 4820 Parkside Drive;
Police Department, 209 East Avenue A,
Wilson Recreation Center, 2205 Curtis B. Elliot;
Service Center, 3210 East Avenue H; and
Fire Station 8, 7268 Airport Road.

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 3rd day of **April**, 2014.

THE CITY OF TEMPLE, TEXAS

DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

Lacy Borgeson
City Secretary

Jonathan Graham
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

04/03/14
Item #5(F)
Consent Agenda
Page 1 of 1

DEPT./DIVISION SUBMISSION & REVIEW:

Traci L. Barnard, Director of Finance

ITEM DESCRIPTION: Consider adopting a resolution authorizing an Interlocal Agreement with the North Central Texas Council of Governments allowing cooperative purchasing for Actuarial Shared Services.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: The North Central Texas Council of Governments (NCTCOG) has a shared service arrangement with Gabriel, Roeder, Smith & Co. (GRS) to provide actuarial valuation services related to Other Post Employment Benefits (OPEB).

Actuarial Shared Services is a coalition of Texas governments that have agreed to develop a standard approach for acquiring the actuarial services necessary to meet the requirements of Governmental Accounting Standards Board statements 43 (Financial Reporting for Post Employment Benefit Plans Other Than Pension Plans) and 45 (Accounting and Financial Reporting by Employers for Post Employment Benefits Other Than Pensions). Through a procurement process, NCTCOG selected Gabriel, Roeder, Smith & Co. (GRS) to deliver actuarial and consulting expertise on a shared services basis.

The City would like to benefit from this shared service arrangement and have GRS perform an OPEB Valuation for the City of Temple.

FISCAL IMPACT: There is a \$125 administrative fee that will be due to NCTCOG. The fee for the actuarial services will be \$9,445. This fee includes a biennial update for FY 2015. Funds are available in account 110-1200-515-2616.

ATTACHMENTS:

[Resolution](#)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING AN INTERLOCAL AGREEMENT WITH THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS ALLOWING COOPERATIVE PURCHASING FOR ACTUARIAL SHARED SERVICES; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the North Central Texas Council of Government (NCTCOG) has a shared service arrangement with Gabriel, Roeder, Smith & Co. (GRS) to provide actuarial valuation services related to Other Post Employment Benefits (OPEB);

Whereas, Actuarial Shared Services is a coalition of Texas governments that have agreed to develop a standard approach for acquiring the actuarial services necessary to meet the requirements of Governmental Accounting Standards Board statements 43 and 45 – through a procurement process, NCTCOG selected Gabriel, Roeder, Smith & Co. to deliver actuarial and consulting expertise on a shared services basis;

Whereas, staff recommends entering into an interlocal agreement with the North Central Texas Council of Governments to benefit from this shared service arrangement and have GRS perform an OPEB Valuation for the City of Temple; 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 an Interlocal Agreement with the North Central Texas Council of Governments, after approval as to form by the City Attorney, allowing cooperative purchasing for Actuarial Shared Services.

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 3rd day of **April**, 2013.

THE CITY OF TEMPLE, TEXAS

DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

Lacy Borgeson
City Secretary

Jonathan Graham
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

04/03/14
Item #5(G)
Consent Agenda
Page 1 of 1

DEPT./DIVISION SUBMISSION & REVIEW:

Brynn Myers, Assistant City Manager

ITEM DESCRIPTION: Consider authorizing a professional services agreement with Kasberg, Patrick, & Associates, LP (KPA) of Temple for professional services required for the design, bidding, and construction administration for construction of four (4) monument signs and associated landscaping enhancements in the Temple Medical and Education District (TMED) in an amount not to exceed \$70,000.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: Included in the Reinvestment Zone #1 2022 Master Plan and funded through the Reinvestment Zone Financing Plan is a project to design and construct monument signs in the TMED district. The project includes the schematic design and site selection, final design/construction documents, bidding, and construction administration for the construction of four (4) monument signs (refer to Exhibit A) and landscape enhancements directly around the signs, which include lighting, landscape and irrigation.

The attached Proposal includes fees for the scope of work listed above:

Schematic Design	\$ 8,500
Final Design/Construction Documents	39,500
Bidding	6,500
Construction Administration	15,500
<u>Total</u>	<u>\$ 70,000</u>

At their meeting on March 26, 2014, the Reinvestment Zone #1 Board of Directors voted to recommend approval of this contract.

FISCAL IMPACT: Funds are available in the Reinvestment Zone No. 1 Financing and Project Plans, Line 459, account 795-9800-531-6873, project 101011 to fund this agreement.

ATTACHMENTS:

[Proposal](#)
[Monumentation Map \(Exhibit A\)](#)
[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

February 17, 2014

Ms. Brynn Meyers
Director of Administrative Services
3210 E. Avenue H
Building A
Temple, Texas 76501

Re: City of Temple, Texas
Temple Reinvestment Zone – TMED Monumentation

Dear Ms. Meyers:

At the request of the City of Temple and The Temple Reinvestment Zone (TRZ), we are submitting this proposal for the above referenced project. The project consists of developing design documents for TMED Monumentation ready for bidding and construction phase services to complete the project. This project team (KPA Team) will include KPA Engineers and TBG.

SITE

The project includes the proposed site selections, monument documentation based on previously approved signage designs (refer to Exhibit A), landscape enhancements directly around signs, which include lighting, landscape and irrigation. The KPA Team will design and document the four (4) monument signs and locations with exception of the TISD sign at 25th Street and Avenue R which is in the current Avenue R documents. The KPA Team's scope of service will include landscape modifications monument signs and other additions.

BASIC SCOPE OF SERVICES

SCHEMATIC DESIGN

A. Description of Services

1. Project site
 - a. Landscape treatments and design approaches for the monument locations
 - b. Monument locations with proposed hardscape enhancements
 - c. Monument lighting concepts.
 - d. Grading and drainage for the monument and landscape areas

B. Deliverables

1. The KPA Team will develop drawings, plans, sections and illustrations and other information to describe the nature, quality and scope of the project. This will include a color rendered illustrative master plan, sections, elevations and perspectives.
2. Image boards will accompany illustrative graphics in order to further convey the intent of the proposed design.
3. The KPA Team will furnish one (1) set of schematic design drawings at the completion of schematic design.
4. The KPA Team will update an order of magnitude cost estimate at the completion of schematic design.

FINAL DESIGN

A. Description of Services

Based upon your approval of the schematic design documents and associated budget, The KPA Team will prepare construction drawings and specifications to properly describe the nature and scope of the project. These documents will be suitable for review, bidding and construction purposes. Completed construction documents will include the following:

1. Program Elements
 - a. Landscape plans noting material, sizes, quantity and quality
 - b. Irrigation plans for 100% coverage of specified areas with an automated system, to be coordinated with grading and water utilities
 - c. Monumentation location, layout, size, fronts and design intent
 - d. Structural and MEP drawings for monumentation,
 - e. Horizontal and vertical layout for walks, entry walls and site elements associated with potential Pedestrian nodes
 - f. Site details, retaining walls for landscape areas over 30" in height.
 - g. MEP engineering for site lighting electrical circuitry
2. Preparation of required specification sections and ADA compliance related reviews and approvals
3. Final cost estimate with detailed quantities

B. Deliverables

1. The KPA Team will provide the Client with a progress/coordination set of drawings and specifications at the 50% stage, Permit Package and Construction Package.
2. The KPA Team will provide a complete set of original, reproducible construction documents, specifications in electronic format and in a form suitable for competitive bids.

BIDDING

A. Description of Services

The KPA Team will work with the City of Temple Project Manager and Purchasing Department to issue clarifications as needed during this phase of work. We will also create bid tabulations, review bidders and make recommendations regarding award. The KPA Team will provide the following services during this phase of work:

1. Respond to questions during the bidding and contract negotiations
2. Coordinate with the Owner, General Contractor and design team for all bidding requirements
3. Provide proper and timely information and clarifications
4. Recommend award.
5. Attend TRZ Board and City Council meetings to support City Staff

B. Deliverables

1. Information for clarification, addenda and/or supplemental drawings as required.
2. Chair pre-bid conference and issue notes and comments via addenda including issuing all addenda through the City's Project Manager
3. Certified bid tabulation with a letter of recommendation of award

CONSTRUCTION ADMINISTRATION

A. Description of Services

The KPA Design Team will visit the site during construction and be present for the Owner's meetings as necessary. We will review through Construction Administration grading, hardscape, planting and soil placement as well as irrigation installation. Note that On-Site Representation is not a part of this proposal. The KPA Design Team will provide Construction Administration and will assist in the determination of the contractor's substantial completion and prepare a punch list initiating the contractor's maintenance and warranty obligation.

B. Deliverables

1. Prepare revisions to drawings based on RFI's, field modifications or other Owner approved requests. All revisions or modifications to contract documents during the construction phase of work will be issued in the same size and format as were originally released.
2. Review, mark-up and return of shop drawings and submittals
3. Provide weekly field reports based on site observations
4. Review and comment of pay application requests
5. Assessment and comment to change order values relating to our scope of work
6. Review and comment of contractor generated schedules.

Ms. Brynn Meyers
February 17, 2014
Page 4

The scope of work referenced above for the TMED Monumentation Project can be completed for the lump sum price of \$70,000. Below is a breakdown of project costs by individual item. We are pleased to submit this proposal and look forward to the benefit it will bring the City of Temple.

Schematic Design	\$ 8,500
Construction Documents	\$ 39,500
Bidding and Negotiation	\$ 6,500
<u>Construction Administration</u>	<u>\$ 15,500</u>
Total Not to Exceed Fee Amount	\$ 70,000

Sincerely,

R. David Patrick, P.E., CFM

XC: File

ATTACHMENT "C"

Charges for Additional Services

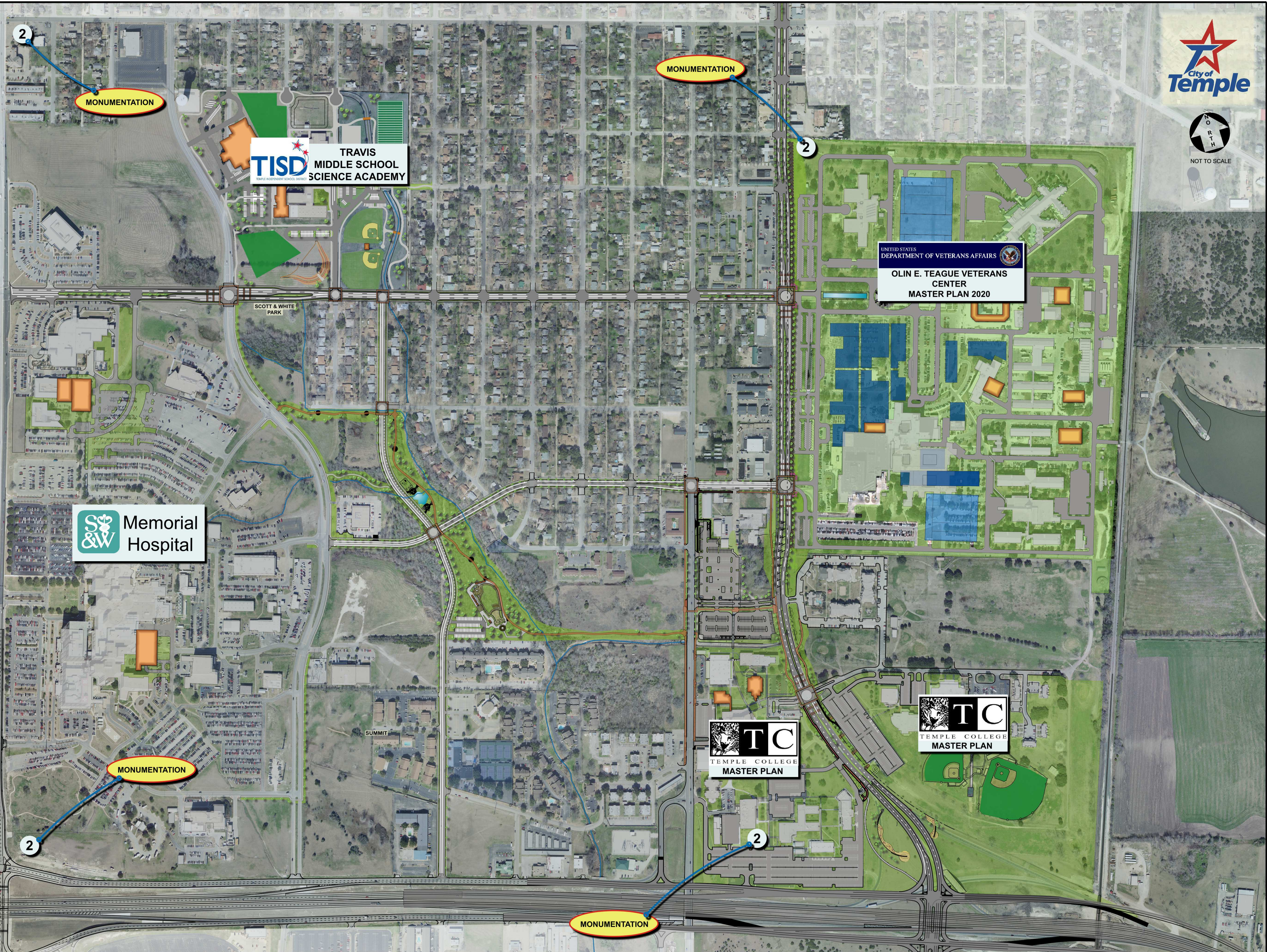
**City of Temple, Texas
Temple Reinvestment Zone – TMED Monumentation**

<u>POSITION</u>	<u>MULTIPLIER</u>	<u>SALARY COST/RATES</u>
Principal	2.4	\$ 70.00 – 90.00/hour
Project Manager	2.4	55.00 – 70.00/hour
Project Engineer	2.4	45.00 – 55.00/hour
Engineer-in-Training	2.4	35.00 – 45.00/hour
Engineering Technician	2.4	25.00 – 45.00/hour
CAD Technician	2.4	20.00 – 40.00/hour
Clerical	2.4	15.00 – 30.00/hour
Expenses	1.1	actual cost
Computer	1.0	15.00/hour
Survey Crew	1.1	100.00 – 135.00/hour
Registered Public Surveyor	1.0	130.00/hour
On-Site Representative	2.1	30.00 – 40.00/hour



A DISTRICT
OF MEDICAL AND
EDUCATIONAL
PARTNERS

2 MONUMENTATION



P:\Temple Reinvestment\2013\development\TMED\TMED 10-17-13.dwg

TMED AREA APPROX.
REPRESENTED AREA 917 AC.
TOTAL AREA 2,175 AC.



RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH KASBERG, PATRICK & ASSOCIATES, LP, OF TEMPLE, TEXAS, FOR PROFESSIONAL SERVICES REQUIRED FOR THE DESIGN, BIDDING AND CONSTRUCTION ADMINISTRATION OF FOUR MONUMENT SIGNS AND LANDSCAPING ENHANCEMENTS IN THE TEMPLE MEDICAL AND EDUCATION DISTRICT, IN AN AMOUNT NOT TO EXCEED \$70,000; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, included in the City of Temple Tax Increment Financing Reinvestment Zone No. 1 2022 Master Plan and funded through the Reinvestment Zone Financing Plan is a project to design and construct monument signs in the Temple Medical and Education District (TMED);

Whereas, this project includes schematic design and site selection, final design and construction documents, bidding, and construction administration for the construction of four (4) monument signs and associated landscaping enhancements directly around the signs, which include lighting, landscaping and irrigation, as attached hereto as Exhibit 'A;'

Whereas, at the meeting on March 26, 2014, the City of Temple Tax Increment Financing Reinvestment Zone No. 1 Board of Directors voted to recommend approval of this contract;

Whereas, funds are available in the City of Temple Tax Increment Financing Reinvestment Zone No. 1 Financing and Project Plans, Line 459, Account No. 795-9800-531-6873, Project No. 101011 to fund this agreement; and

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

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

Part 1: The City Council authorizes the City Manager, or his designee, to execute a professional services agreement with Kasberg, Patrick & Associates, LP, of Temple, Texas, after approval as to form by the City Attorney, for the design, bidding, and construction administration of four (4) monument signs and associated landscaping enhancements in the Temple Medical and Education District, in an amount not to exceed \$70,000.

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 3rd day of **April**, 2014.

THE CITY OF TEMPLE, TEXAS

DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

Lacy Borgeson
City Secretary

Jonathan Graham
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

04/03/14
Item #5(H)
Consent Agenda
Page 1 of 2

DEPT./DIVISION SUBMISSION & REVIEW:

Nicole Torralva, P.E., Director of Public Works
Don Bond, P.E., City Engineer

ITEM DESCRIPTION: Consider adopting a resolution authorizing a construction contract with Austin Engineering Co., Inc. (AEC) of Austin for activities required to construct Phase 1 of the Panda TBP Reclaimed Effluent Line in an amount not to exceed \$1,246,000.

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. The attached Map depicts three phases: Phase 1 – pump station at TBP, Phase 2 – pipeline from Little River Road to Panda, Phase 3 – pipeline from TBP to Little River Road.

On September 5, 2013, Council authorized a professional services agreement with Kasberg, Patrick & Associates, LP, (KPA) for engineering services required to design and bid Phase 1 in an amount not to exceed \$353,800. On March 3, 2014, Council authorized that contract to be amended with \$113,600 of construction phase services.

The services authorized under this contract will rehabilitate an existing unused basin at the TBP, install within it support structure for a City of Temple reclaimed pump station and a future City of Belton pump station, and construct a pump station with a capacity to deliver approximately 9 MGD of reclaimed water through the pipeline currently being constructed as Phases 2 and 3. The City of Belton's concurrence with the proposed improvements is indicated in the attached Memorandum of Understanding.

Base bids ranged from \$1,246,000 to \$1,380,000 (see attached Bid Tabulation). The engineer's OPC for this project was \$1,456,025. KPA recommends awarding the contract to the low bidder, AEC, for \$1,246,000 (Recommendation attached).

Construction time allotted for this project is 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 construction contract is \$1,246,000 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 were sold on March 19, 2014. The proceeds from the bonds will be received on April 15th.

ATTACHMENTS:

[Map](#)

Memorandum of Understanding-To Be Provided

[Bid Tabulation](#)

[Recommendation](#)

[Resolution](#)



BID TABULATION
CITY OF TEMPLE
TEMPLE-BELTON WASTEWATER TREATMENT PLANT
24" RECLAIMED EFFLUENT PUMP STATION -- PHASE I
3210 E. Ave H; Bldg C; Temple, TX
March 6, 2014; 2:00 PM

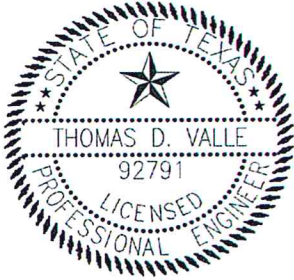
BIDDER INFORMATION											
				Austin Engineering Co. Inc.		Associated Construction Partners Ltd		Matous Construction Ltd		Cunningham Constructors & Associates Inc.	
				P.O. Box 342349		215 Bandera Rd Suite 114-461		8602 North Hwy 317		P.O. Box 69	
				Austin TX 78734		Boerne TX 78006		Belton TX 76513		Walburg TX 78673	
Item No.	Estimated Quantity	Unit	Bid Data Description	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount
1	100%	LS	Mobilization, Bonds and Insurance, not-to-exceed 5% of the Base Bid Amount, Complete For	\$ 25,000.00	\$ 25,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ 68,000.00	\$ 68,000.00
2	100%	LS	Provide Labor, Equipment, Materials, Tools and Supervision to Construct fully operable Pump Station Construction including Structural, Electrical, Instrumentation and Controls, Civil and Mechanical components as shown on the Plans and detailed in the Specifications, Complete For	1,218,000.00	1,218,000.00	1,215,000.00	1,215,000.00	1,250,000.00	1,250,000.00	1,309,000.00	1,309,000.00
3	100%	LS	Provide DVD detailing existing condition of adjacent Structures, Roads and Natural Ground, Complete For	1,500.00	1,500.00	5,000.00	5,000.00	3,000.00	3,000.00	1,000.00	1,000.00
4	100%	LS	Provide Record Drawings detailing As-Built conditions, Complete For	1,500.00	1,500.00	5,000.00	5,000.00	2,000.00	2,000.00	2,000.00	2,000.00
TOTAL BID AMOUNT - (Items 1 - 4)				\$ 1,246,000.00		\$ 1,285,000.00		\$ 1,315,000.00		\$ 1,380,000.00	

Did Bidder Acknowledge Addendum?	YES	YES	YES	YES
Did Bidder provide Bid Security?	YES	YES	YES	YES
Did Bidder provide required documents?	YES	YES	YES	YES

I hereby certify that this is a correct & true tabulation of all bids received

Thomas D. Valle
Thomas D. Valle, PE
Kasberg, Patrick & Associates, LP

March 10, 2014
Date





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 10, 2013

Mr. Don Bond, P.E., CFM
City Engineer
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

Dear Mr. Bond:

On March 6, 2014, the City of Temple received competitive bids from four (4) contractors for the Temple-Belton Wastewater Treatment Plant Reclaimed Effluent Pump Station – Phase I Project. A Bid Tabulation is provided for your reference.

The attached Bid Tabulation shows Austin Engineering Co., Inc. of Austin, Texas as the low bidder with a total bid of \$1,246,000.00. The bids ranged from this low bid to \$1,380,000.00. Our final opinion of probable construction (OPC) cost was \$1,456,025.00.

Austin Engineering Co., Inc. successfully completed the "Extension of West Temple Utilities North of FM 2305" project for KPA and the City of Temple in 2010. Additionally, we have reviewed Austin Engineering's qualifications and spoken with numerous references concerning their work on pump station and treatment plant projects. Several of the projects were very similar in scope to this project and were successfully completed.

Therefore, we recommend that a contract be awarded to Austin Engineering Co., Inc. for the Temple-Belton Wastewater Treatment Plant Reclaimed Effluent Pump Station – Phase I Project in the amount of \$1,246,000.00.

Sincerely,

Thomas D. Valle, P.E.

xc: Ms. Belinda Mattke, City of Temple (Return of Original Bid Documents)
2013-134-40

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A CONSTRUCTION CONTRACT WITH AUSTIN ENGINEERING CO., INC, OF AUSTIN, TEXAS, FOR CONSTRUCTION OF PHASE I OF THE PANDA TEMPLE-BELTON PLANT RECLAIMED EFFLUENT LINE, IN AN AMOUNT NOT TO EXCEED \$1,246,000; 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 – on March 3, 2014, Council authorized that contract to be amended with \$113,600 of construction phase services;

Whereas, the services authorized under this contract will rehabilitate an existing unused basin at the Temple-Belton Plant (TBP), install a support structure for a City of Temple reclaimed pump station and a future City of Belton pump station and construct a pump station with a capacity to deliver approximately 9 MGD of reclaimed water through the pipeline currently being construction as Phases II and III;

Whereas, the City of Belton concurs with the proposed improvements as outlined in the signed Memorandum of Understanding attached hereto as Exhibit ‘A;’

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 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 a construction contract with Austin Engineering Co., Inc. of Austin, Texas, after approval as to form by the City Attorney, for construction of Phase I of the Panda Temple-Belton Plant Reclaimed Effluent Line, in an amount not to exceed \$1,246,000.

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 3rd day of **April**, 2014.

THE CITY OF TEMPLE, TEXAS

DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

Lacy Borgeson
City Secretary

Jonathan Graham
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

04/03/14
Item #5(I)
Consent Agenda
Page 1 of 1

DEPT./DIVISION SUBMISSION & REVIEW:

Tammy Lyerly, Senior Planner

ITEM DESCRIPTION: SECOND READING – 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: Adopt ordinance on second and final reading as presented in 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.

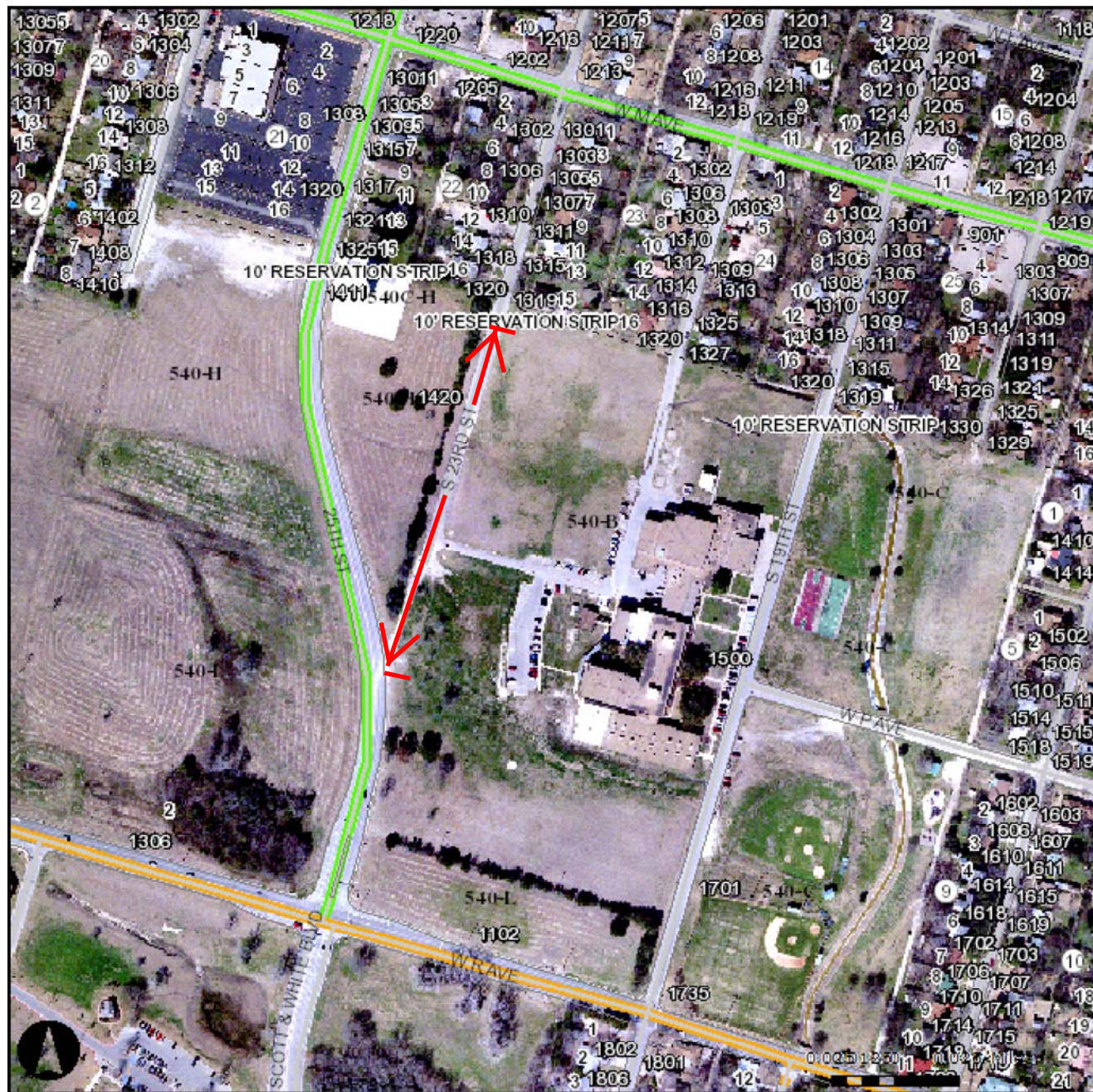
The notice and bidding requirements in Chapter 272 of the Local Government Code do not apply to land or a real property interest originally acquired for streets, rights-of-way, or easements that the political subdivision chooses to exchange for other land to be used for streets, rights-of-way, easements, 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

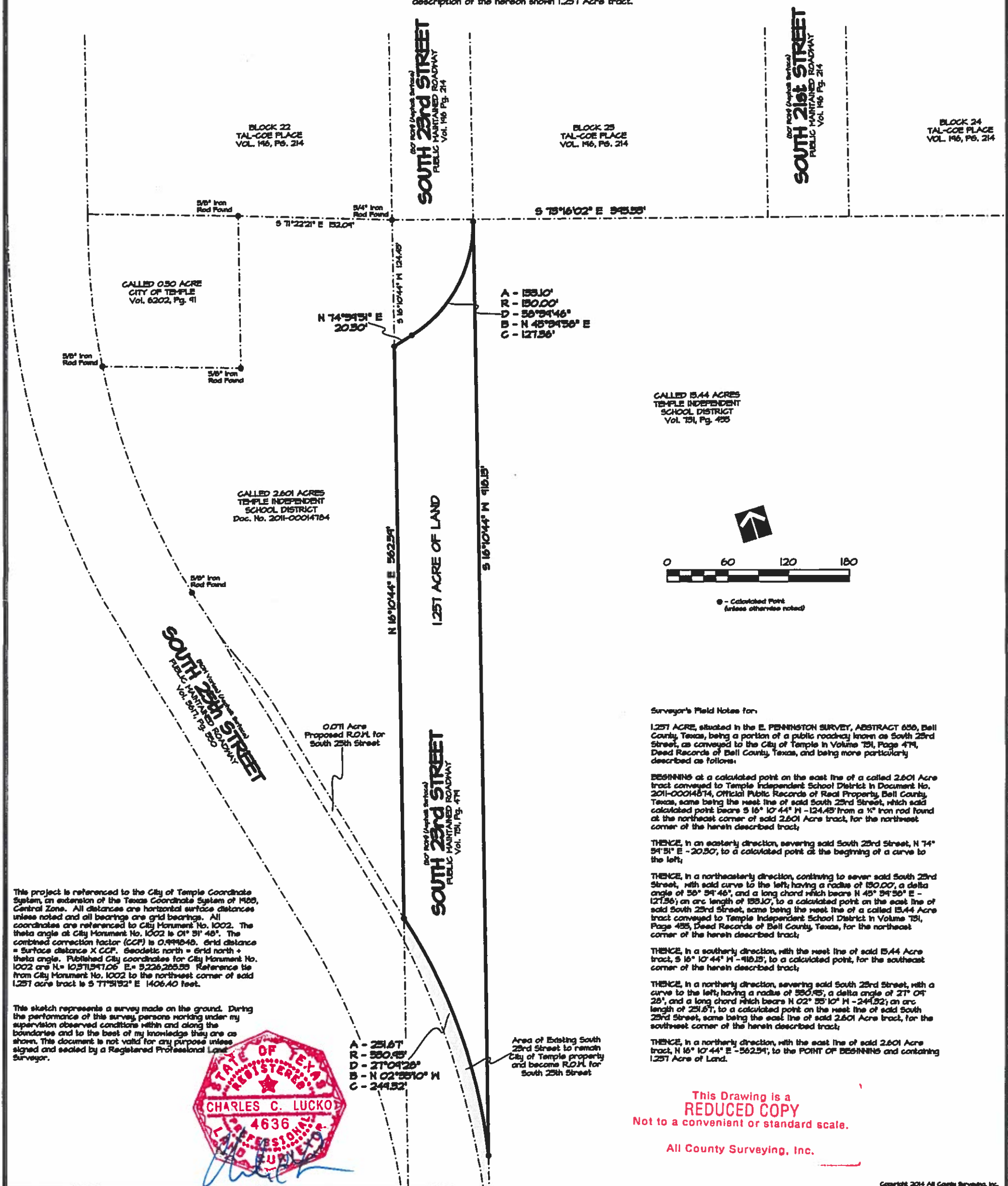
ATTACHMENTS:

[Vicinity Map](#)
[Abandonment Exhibit](#)
[Appraisal Report](#)
[Ordinance](#)

S 23rd St Abandonment



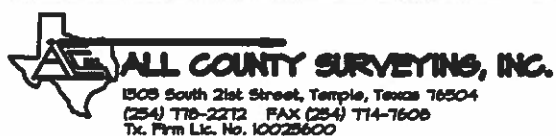
This sketch to accompany a metes and bounds description of the herein shown 1.257 Acre track.



This Drawing is a
REDUCED COPY
Not to a convenient or standard scale.

All County Surveying, Inc.

Copyright 2014 All County Surveying, Inc.



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. 1005405
Drawn by: SLH
Surveyor: CCL 04086

**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

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>					
	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>			
	NEIGHBORHOOD	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 checked="" type="checkbox"/> Steady	<input type="checkbox"/> Slow		
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.		
Present Land Use		<u>60</u> %1 Family	<u>5</u> %2-4 Family	<u></u> % Apts	<u>30</u> % Condo	<u></u> % Commercial
Change In Present Land Use		<input checked="" type="checkbox"/> Not Likely	<input type="checkbox"/> Likely(*)	<input type="checkbox"/> Taking Place (*)		
Predominate Occupancy		<input checked="" type="checkbox"/> Owner	<input type="checkbox"/> Tenant	<input type="checkbox"/> % Vacant		
Single Family Price Range		\$ <u>NA</u> to \$ <u>NA</u>	Predominant Value \$ <u>NA</u>			
Single Family Age	<u>NA</u> yrs to <u>NA</u> yrs.	Predominant Age <u>NA</u> yrs				
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>						
SITE	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					
	Highest and best use <input type="checkbox"/> Present use <input checked="" type="checkbox"/> Other (specify) <u>Holding Investment for future institutional development</u>					
	Public	Other (Describe)		OFF SITE IMPROVEMENTS		Topo <u>Generally Level</u>
	Elec. <input checked="" type="checkbox"/>			Street Access <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private	Size <u>6 Acres(Plus/Minus)</u>	
	Gas <input type="checkbox"/>			Surface <input type="checkbox"/> Paved	Shape <u>Rectangular</u>	
	Water <input checked="" type="checkbox"/>			Maintenance <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private	View <u>Average</u>	
	San. Sewer <input checked="" type="checkbox"/>			<input type="checkbox"/> Storm Sewer <input checked="" type="checkbox"/> Curb/Gutter	Drainage <u>Appears Adequate</u>	
	<input type="checkbox"/> Underground Elect. & Tel.			<input type="checkbox"/> Sidewalk <input type="checkbox"/> Street Lights	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>					
MARKET DATA ANALYSIS	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					
	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		DESCRIPTION Adjustment		DESCRIPTION Adjustment	
NA		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 then 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.

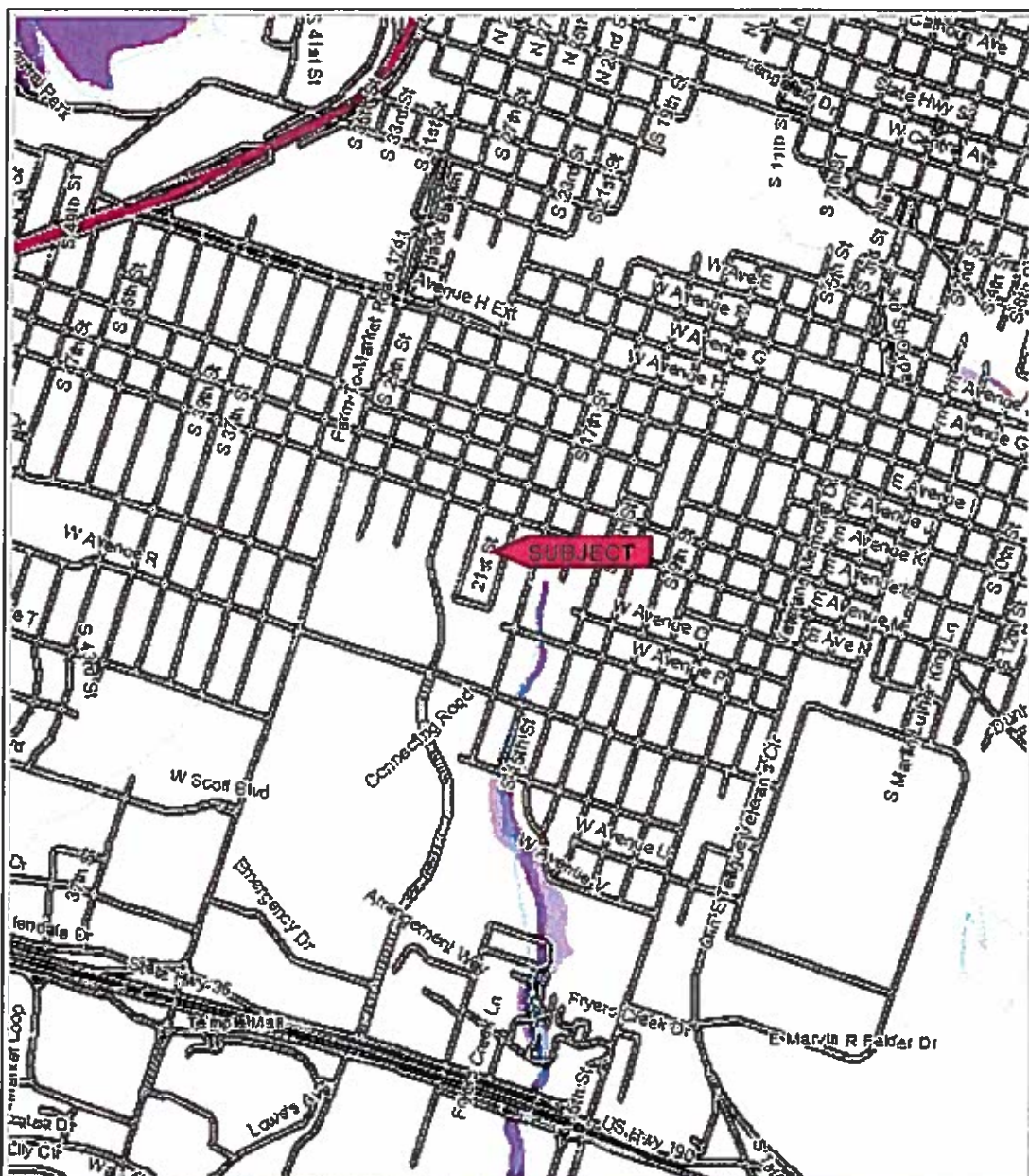
Lender/Client	Temple Independent School District	Address	200 North 23rd Street, Temple, TX 76504
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File No. 44812 - NY
Case No.

Property Address	To Be Determined
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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 Zone Determination

SFHA (Flood Zone): Out

- 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

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 OF 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

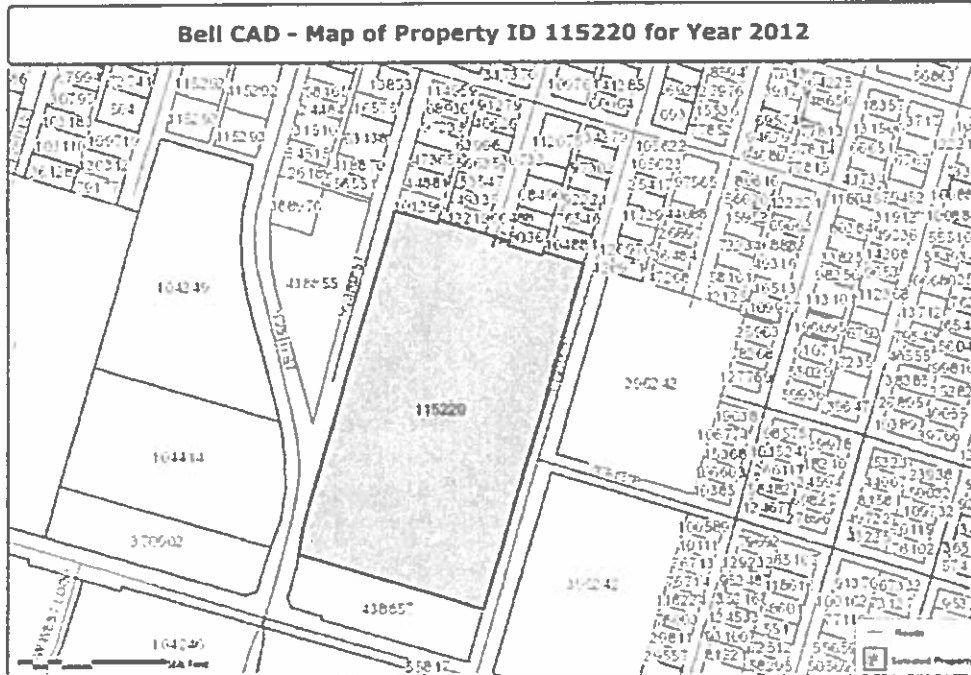
Lender/Client Temple Independent School District Address 200 North 23rd Street, Temple, TX 76504



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 or representation of any kind. It is not to be used for legal, engineering, or surveying purposes. It does not represent an owner's interest in the property and is not a substitute for a title search or other legal documents. The map is not a warranty or representation of any kind. It is not to be used for legal, engineering, or surveying purposes. It does not represent an owner's interest in the property and is not a substitute for a title search or other legal documents.

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

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[http://maps.ci.temple.tx.us:8080/TempleDistrictMaps/ESRI ArcGIS ADF Web MimeImage.aspx?appid=31&url=/arcgis/rest/services/ESRI/ArcGIS/ArcGISADFWebMimeImage.svc?_lang=en&_format=png&_fips=76000&_id=31&_type=Image](http://maps.ci.temple.tx.us:8080/TempleDistrictMaps/ESRI%20ArcGIS%20ADF%20Web%20MimeImage.aspx?appid=31&url=/arcgis/rest/services/ESRI/ArcGIS/ArcGISADFWebMimeImage.svc?_lang=en&_format=png&_fips=76000&_id=31&_type=Image) 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
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
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

04/03/14
Item #5(J)
Consent Agenda
Page 1 of 2

DEPT. /DIVISION SUBMISSION & REVIEW:

Brian Chandler, Director of Planning

ITEM DESCRIPTION: Consider adopting a resolution

- (1) Accepting a petition to institute voluntary annexation proceedings for Lakewood Ranch, a 136.576 acre tract of land, located to the north of the Highlands and west of the Windmill Farms subdivisions abutting the city limits boundary to the north and west situated within part of the John J. Simmons Survey, Abstract No. 737 and the George V. Lindsey Survey, Abstract No. 513, 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: John R. Kiella, Kiella Land Investments Management, LLC, filed a petition on March 6, 2014 seeking voluntary annexation of 136.576 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 17, 2014 (regular meeting) and April 18, 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 17, 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 June 5, 2014. Zoning for the property will be requested at a future date that has yet to be determined.

FISCAL IMPACT: Future development and improvements to the property will add value to the Ad Valorem Tax Base.

ATTACHMENTS:

Voluntary Annexation Letter
Petition for Voluntary Annexation
Survey & Map
Field Notes
Annexation Schedule
Resolution



TURLEY ASSOCIATES, INC.

301 NORTH THIRD STREET • TEMPLE, TEXAS 76501 • (254) 773-2400
F-1658 FAX • (254) 773-3998

March 6, 2014


City of Temple
Attn: Brian Chandler, Planning Director
2 North Main Street
Temple, TX 76501

RE: Voluntary Annexation Request – 136.579 Acres, FM 2305 BELL COUNTY RURAL

Dear Mr. Chandler:

On behalf of our client, Turley Associates, Inc. respectfully requests that the City Council approve voluntary annexation of the 136.579 acres located at FM 2305. Attached please find the boundary survey, field notes and voluntary petition of annexation.

Sincerely,
TURLEY ASSOCIATES, INC.


Jennifer Ryken, P.E., C.F.M.
Project Engineer

JR/tj

VOLUNTARY PETITION FOR ANNEXATION

DATE: March 5, 2014


To the City Council of the City of Temple:

Kiella Land Investments, LTD, a Texas Limited Partnership, is the sole owner of a tract of land containing approximately 136.576 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.

Kiella Land Investments, LTD
a Texas Limited Partnership

By and through:



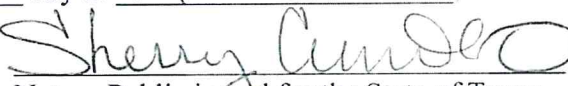
Kiella Land Investments Management, LLC
General Partner of Kiella Land
Investments, LTD

STATE OF TEXAS §

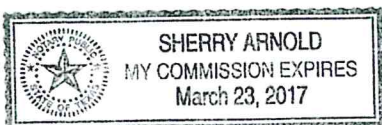
COUNTY OF BELL §

BEFORE ME, the undersigned authority, on this day personally appeared John R. Kiella, Manager of Kiella Land Investments Management, LLC, General Partner of Kiella Land Investments, LTD, a Texas Limited Partnership, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein stated.

Given under my hand and seal of office this 5th day of March, 2014.

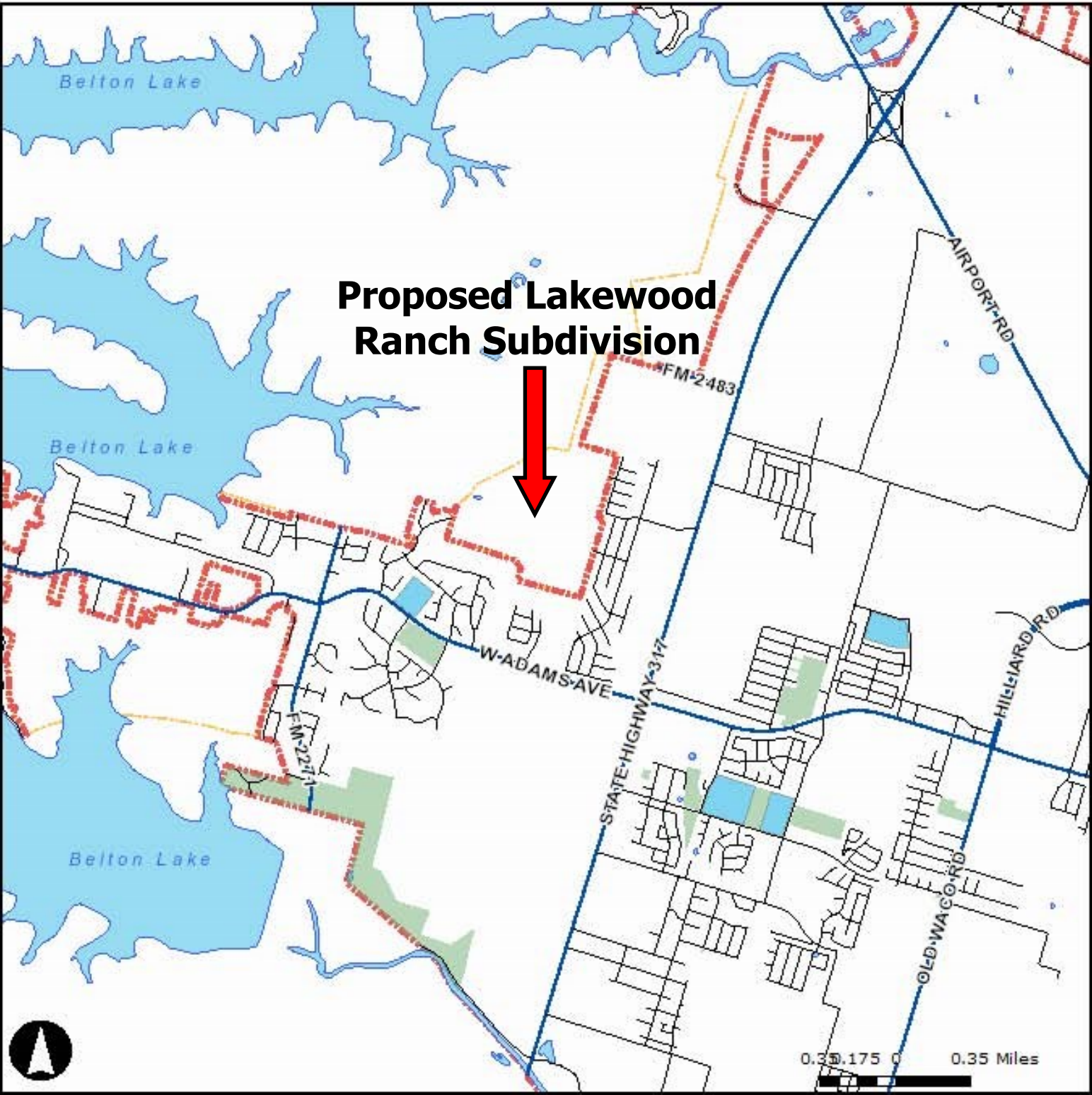


Notary Public in and for the State of Texas



TURLEY
ENGINEERING • PLANNING • SURVEYING
CONSTRUCTION MANAGEMENT
TURLEY ASSOCIATES, INC.
301 N. 3rd ST. TEMPLE, TEXAS 76501 (254) 773-2400
E-MAIL: molt@turley-inc.com FAX NO. (254) 773-3986

Lakewood Ranch Location Map



BEING a 136.576 acre tract situated in the JOHN J. SIMMONS SURVEY, ABSTRACT No. 737, Bell County, Texas and the GEORGE W. LINDSEY SURVEY, ABSTRACT No. 513, Bell County, Texas and being a part or portion of that certain 23.856 acre tract (TRACT 2) described in a Special Warranty Deed dated October 1, 2012 from Edward William Clinite, Trustee of the Esta Laperle Clinite Descendants Separate Trust to Kiella Land Investments, Ltd., a Texas limited partnership and being of record in Document No. 2012-00042201, Official Public Records of Bell County, Texas and being a part or portion of that certain 112.763 acre tract of land described in a Special Warranty Deed dated October 1, 2012 from Clinite-Miller, Inc., a Texas corporation to Kiella Land Investments, Ltd., a Texas limited partnership and being of record in Document No. 2012-00042199, Official Public Records of Bell County, Texas and being a part or portion of that certain 35.000 acre tract of land described in a Special Warranty Deed dated May 17, 2012 from Clinite-Miller, Inc., a Texas corporation to Kiella Land Investments, Ltd., a Texas limited partnership and being of record in Document No. 2012-00020165, Official Public Records of Bell County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a $\frac{1}{2}$ " iron rod found being the northeast corner of the said 112.763 acre tract and being an interior ell corner in the west boundary line of that certain 54.98 acre tract of land described as Windmill Farms, Phase II according to the map or plat of record in Cabinet D, Slide 243-B, Plat Records of Bell County, Texas for corner;

THENCE S. $17^{\circ} 03' 51''$ W., 693.17 feet with the east boundary line of the said 112.763 acre tract to a $\frac{1}{2}$ " iron rod with cap stamped "RPLS 2475" found being the northeast corner of the said 35.000 acre tract for corner;

THENCE S. $17^{\circ} 02' 53''$ W., 1332.16 feet departing the said 112.763 acre tract and with the east boundary line of the said 35.000 acre tract and with the west boundary line of the said Windmill Farms Phase II and continuing with the west boundary line of that certain tract of land described in a Deed to Whitis Investments, Ltd and being of record in Volume 5397, Page 167, Official public Records of Bell County, Texas and continuing with the west boundary line of that certain tract of land described as Windmill Farms, Phase One according to the map or plat of record in Cabinet D, Slide 72-D, Plat Records of Bell County, Texas to a point for corner;

THENCE N. $74^{\circ} 37' 47''$ W., 1595.06 feet departing the east boundary line of the said 35.000 acre tract and the west boundary line of the said Windmill Farms, Phase One and over and across the said 35.000 acre tract and continuing over and across the aforementioned 112.763 acre tract to a point being in a west boundary line of the said 112.763 acre tract and being in the east boundary line of that certain 23.210 acre tract of land (TRACT 1) described in a Special Warranty Deed dated October 1, 2012 from Edward William Clinite, Trustee of the Esta Laperle Clinite Descendants Separate Trust to Kiella Land Investments, Ltd., a Texas limited partnership and being of record in Document No. 2012-00042201, Official Public Records of Bell County, Texas for corner;

THENCE with the west and south boundary lines of the said 112.763 acre tract and with the east and north boundary lines of the said 23.210 acre tract (TRACT 1) the following three (3) calls:

- 1) N. $16^{\circ} 40' 00''$ E., 313.53 feet to a point being the most easterly northeast corner of the said 23.210 acre tract for corner;
- 2) N. $39^{\circ} 38' 38''$ W., 243.18 feet to a point being the most northerly northeast corner of the said 23.210 acre tract for corner;

- 3) N. 72° 08' 42" W., 1777.46 feet to a ½" iron rod found being the southwest corner of the said 112.763 acre tract and being the northwest corner of the said 23.210 acre tract and being in the east boundary line of that certain 25.000 acre tract of land described in a Executor's Special Warranty Deed dated April 2, 2008 from Edward William Clinite, Independent Executor and as Trustee of any Trusts Created under the Last Will and Testament of LaVerne Miller, Deceased to Kiella Land Investments, Ltd., a Texas limited partnership and being of record in Document No. 2008-00016748, Official Public Records of Bell County, Texas for corner;

THENCE N. 17° 52' 20" E., 712.25 feet with the east boundary line of the said 25.000 acre tract and with the west boundary line of the said 112.763 acre tract to a ½" iron rod with cap stamped "RPLS 2475" found being the northeast corner of the said 25.000 acre tract and being the southeast corner of that certain 23.856 acre tract (TRACT 2) described in said Document No. 2012-00042201, Official Public Records of Bell County, Texas for corner;

THENCE N. 54° 57' 16" E., 5.79 feet departing the said east and west boundary lines and over and across the said 112.763 acre tract to a point for corner;

THENCE N. 24° 20' 30" W., 17.60 feet over and across the said 112.763 acre tract and continuing over and across the said 23.856 acre tract to a point for corner;

THENCE continuing over and across the said 23.856 acre tract the following five (5) calls:

- 1) S. 54° 23' 10" W., 24.76 feet to a point for corner;
- 2) N. 17° 46' 25" E., 2.98 feet to a point for corner;
- 3) S. 54° 23' 42" W., 1.00 feet to a point for corner;
- 4) N. 37° 15' 50" E., 15.29 feet to a point for corner;
- 5) N. 50° 38' 46" E., 30.44 feet to a point for corner;

THENCE N. 83° 00' 00" E., 60.00 feet over and across the said 23.856 acre tract and continuing over and across the said 112.763 acre tract to a point for corner;

THENCE continuing over and across the said 112.763 acre tract the following four (4) calls:

- 1) S. 07° 00' 00" E., 25.13 feet to a point for corner;
- 2) N. 69° 17' 09" E., 176.16 feet to a point for corner;
- 3) N. 56° 51' 22" E., 198.63 feet to a point for corner;
- 4) N. 25° 57' 06" E., 186.43 feet to a ½" iron rod found at a fence corner post being the most southerly southwest corner of that certain 50 acre tract of land described in a Warranty Deed dated July 28, 1987 from J. F. Cross, Individually and as Independent Executor of the Estate of Celestine J. Cross to Jerry Don Cross and being of record in Volume 2327, Page 549, Official Public Records of Bell County, Texas and being in the north boundary line of the said 112.763 acre tract for corner;

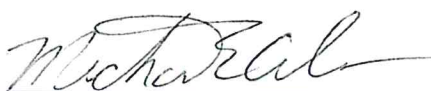
THENCE with the north and west boundary lines of the said 112.763 acre tract and with the south and east boundary lines of the said 50 acre tract the following two (2) calls:

- 1) S. $72^{\circ} 22' 32''$ E., 976.99 feet (calls S. $72^{\circ} 22' 30''$ E., 976.99 feet) to a $\frac{1}{2}$ " iron rod found at a fence corner post being the southeast corner of the said 50.0 acre tract for corner;
- 2) N. $16^{\circ} 02' 23''$ E., 281.40 feet (calls N. $16^{\circ} 02' 23''$ E., 281.40 feet) to a $\frac{1}{2}$ " iron rod found at a fence corner post being the southwest corner of that certain 37.5 acre tract of land described in a Warranty Deed dated January 30, 1991 from J. F. Cross, individually and as Executor of the Estate of Celestine Cross to Jerry Don Cross and being of record in Volume 2700, Page 437, Official Public Records of Bell County, Texas for corner;

THENCE S. $73^{\circ} 16' 22''$ E., 2085.93 feet departing the said 50.0 acre tract and with the south boundary line of the said 37.5 acre tract (calls S. 71° E., 747 varas) and continuing with the north boundary line of the said 112.763 acre tract (calls S. $73^{\circ} 16' 22''$ E., 2085.93 feet) to a $\frac{1}{2}$ " iron rod found being the occupied southeast corner of the said 37.5 acre tract and being an exterior ell corner in the west boundary line of the aforementioned Windmill Farms Phase II for corner;

THENCE S. $73^{\circ} 28' 23''$ E., 148.62 feet (calls S. $73^{\circ} 28' 23''$ E., 148.91 feet) departing the said 37.5 acre tract and continuing with the said north boundary line and with the said west boundary line to the Point of BEGINNING and containing 136.576 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
 March 5, 2014



THIS PROJECT IS REFERENCED TO THE CITY OF TEMPLE COORDINATE SYSTEM, AN EXTENSION OF THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE. ALL DISTANCES ARE HORIZONTAL SURFACE DISTANCES UNLESS NOTED AND ALL BEARINGS ARE GRID BEARINGS.

ALL COORDINATE VALUES ARE REFERENCED TO CITY MONUMENT NUMBER 506
 THE THETA ANGLE AT SAID CITY MONUMENT IS $01^{\circ} 29' 04''$
 THE COMBINED CORRECTION FACTOR (CCF) IS 0.999852
 PUBLISHED CITY COORDINATES ARE X = 3,198,199.05 Y = 10,383,950.33
 THE TIE FROM THE ABOVE CITY MONUMENT TO THE POINT OF BEGINNING (POB) IS
 N. $21^{\circ} 53' 15''$ E., 4123.65 FEET.
 GRID DISTANCE = SURFACE DISTANCE X CCF
 GEODETIC NORTH = GRID NORTH + THETA ANGL

Schedule
Petition for Voluntary Annexation
Lakewood Ranch -136.576 Acres

DATE	ACTION	TIME LIMIT
March 6, 2014	CITY RECEIVES PETITION of landowner to annex unoccupied area adjacent to city limits	NA
April 3, 2014 Thursday Regular Meeting	COUNCIL GRANTS PETITION <i>28th 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 17 and April 18.	Before publication of notice of First hearing required under §43.065 LGC.
April 6, 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 17, 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 18, 2014 Friday Special Meeting 8:30 am	COUNCIL HOLDS 2ND PUBLIC HEARING <i>27th day before 1st reading of the ordinance</i>	
April 21, 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 15, 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.
June 5, 2014 Thursday Regular Meeting	COUNCIL CONSIDERS ANNEXATION/REZONING ORDINANCE ON 2ND READING <i>21st 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 FOR AN APPROXIMATELY 136.576 ACRE TRACT OF LAND LOCATED TO THE NORTH OF THE HIGHLANDS AND WEST OF THE WINDMILL FARMS SUBDIVISIONS; DIRECTING THE STAFF TO DEVELOP A MUNICIPAL SERVICES PLAN AND CALLING PUBLIC HEARINGS FOR APRIL 17, 2014 AND APRIL 18, 2014; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, John R. Kiella, Kiella Land Investments Management, LLC, filed a petition on March 6, 2014 seeking voluntary annexation of approximately 136.575 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 17, 2014 (regular meeting) and April 18, 2014 (special meeting, 8:30am, City Council Chambers) – this resolution sets the time and place for these meetings and the planning staff will present a Municipal Services Plan at the hearing on April 17, 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 June 5, 2014; 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 for an approximately 136.576 acre tract of land located to the north of the Highlands and west of the Windmill Farms subdivisions.

Part 2: The Staff is hereby directed to prepare a municipal services plan for the annexation area as follows:

an approximately 136.576 acre tract of land located to the north of the Highlands and west of the Windmill Farms subdivisions, abutting the city limits boundary to the north and west, and situated within part of the John J. Simmons Survey, Abstract No. 737 and the George V. Lindsey Survey, Abstract No. 513, 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 17, 2014, at 5:00 PM, and the second public hearing at a Special Called City Council Meeting on April 18, 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 3rd day of **April**, 2014.

THE CITY OF TEMPLE, TEXAS

DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

Lacy Borgeson
City Secretary

Jonathan Graham
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

04/03/14
Item #5(K)
Consent Agenda
Page 1 of 1

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 City to accept a segment of FM 817 (Charter Oaks Drive) from Midway Drive / Kegley Drive northeast to IH-35 in support of TxDOT's "Turnback Program".

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

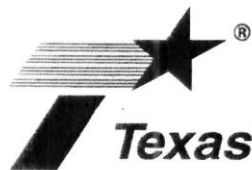
ITEM SUMMARY: The Texas Department of Transportation (TxDOT) has approached local communities to participate in a voluntary "Turnback Program", an effort to transfer state maintained roadways on the state system to local roadways maintained and operated by local municipalities. One segment that has been discussed between City officials and TxDOT engineers is transfer of a short segment of FM 817 (Charter Oaks Drive) from Midway Drive / Kegley Drive northeast to IH-35. A map of the affected roadway segment and accompanying letter from TxDOT is attached.

Transfer of this roadway from the State of Texas to the City of Temple will help facilitate City upgrades and improvements to infrastructure improvements currently underway along this corridor. Acquisition of the roadway will allow right of way to be controlled by the City, and thereby allow for placement of utility lines along the roadway.

FISCAL IMPACT: Funds for future maintenance will be budgeted through the annual budget process.

ATTACHMENTS:

[Letter from TxDOT](#)
[Map](#)
[Resolution](#)



125 EAST 11TH STREET | AUSTIN, TEXAS 78701-2483 | (512) 463-8580 | WWW.TXDOT.GOV

November 26, 2013

Mr. David Blackburn
City Manager
City of Temple
2 North Main Street
Temple, TX 76501

RE: Turnback Program for City of Temple

Dear David:

I appreciate the opportunities to meet with you to discuss the Texas Department of Transportation's "Turnback Program". As discussed in our last meeting, participation in the program is currently voluntary. I would hope that you will continue to explore highway segments within the city limits of Temple that might make good sense to transfer control from TxDOT to the City.

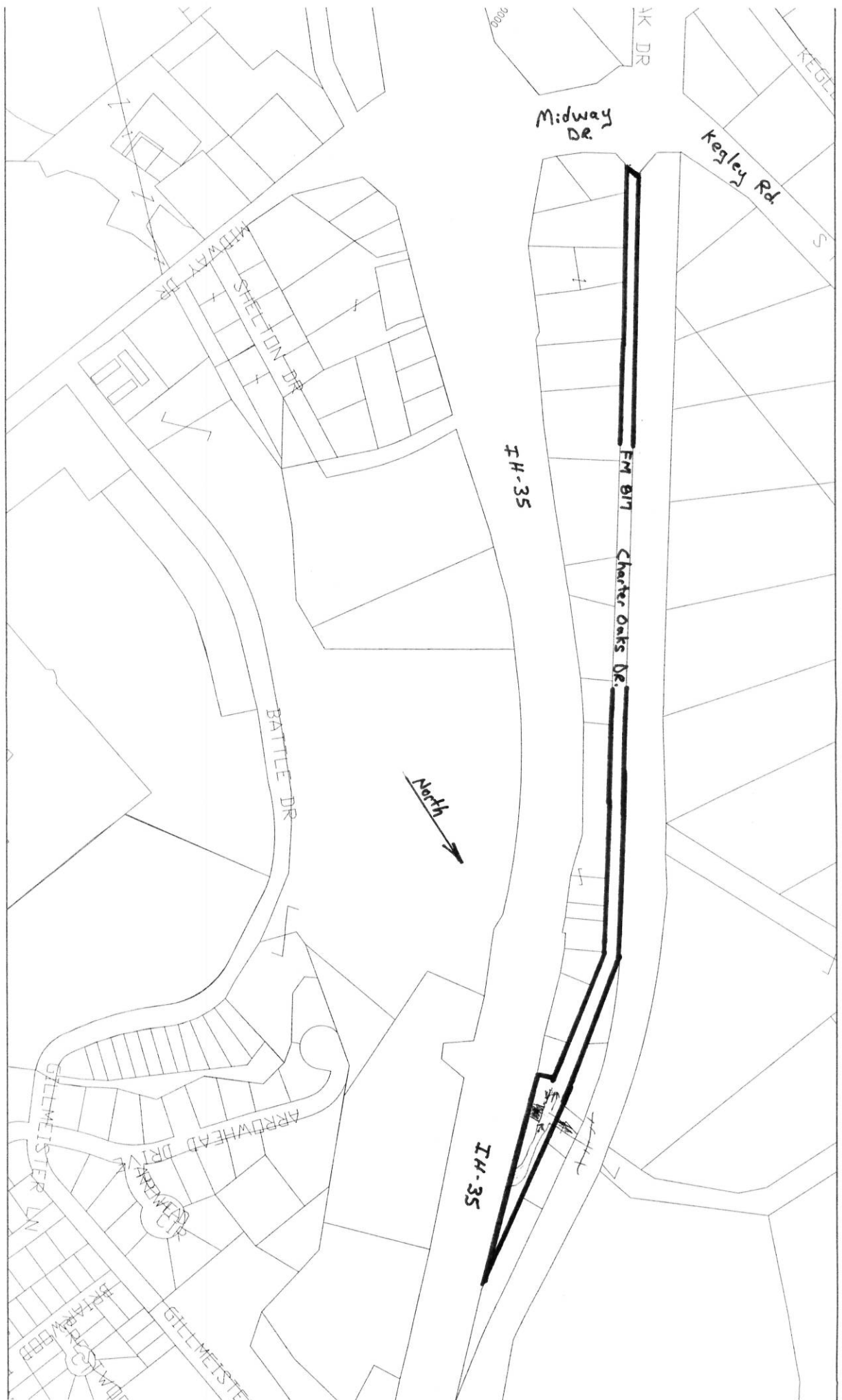
One segment that we discussed and mutually agreed that could be transferred at this time is a short length of FM 817 (Charter Oaks Drive) from Midway Drive/Kegley Drive northeast to IH 35. I will need a resolution from the City requesting removal and quitclaim of this segment from the state system and the City agreeing to assume control, jurisdiction and maintenance. Attached is a rough sketch since existing right-of-way maps do not exist. A right-of-way description is as follows:

***FM 817-a variable width right-of-way from Midway Drive/Kegley Road to IH 35.
Beginning at line formed between the northeastern most points of the cutbacks of the
intersection of FM 817 and Midway Drive/Kegley Road and ending at the intersection
of FM 817 and the west right-of-way line of IH 35.***

My office will coordinate with our Austin Office and seek approval from the Texas Transportation Commission. Please feel free to contact me if you have any questions or concerns.

Sincerely,

Bobby G. Littlefield, Jr., P.E.
Waco District Engineer



RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, ACCEPTING A SEGMENT OF FM 817 IN SUPPORT OF THE TEXAS DEPARTMENT OF TRANSPORTATION'S 'TURNBACK PROGRAM; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the Texas Department of Transportation (TxDOT) has approached local communities to participate in a voluntary 'Turnback Program' in an effort to transfer state maintained roadways on the state system to local roadways maintained and operated by local municipalities;

Whereas, one segment that has been discussed is the transfer of a short segment of FM 817 (Charter Oaks Drive) from Midway Drive/Kegley Drive northeast to IH-35;

Whereas, transfer of this roadway from the State of Texas to the City of Temple will facilitate City upgrades and improvements to infrastructure currently underway along this corridor and the acquisition of this roadway will allow right-of-way to be controlled by the City, and thereby allow for placement of utility lines;

Whereas, funds for future maintenance of this segment of roadway will be budgeted through the annual budget process; 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 accepts a segment of FM 817 (Charter Oaks Drive) from Midway Drive/Kegley Drive northeast to IH-35 in support of the Texas Department of Transportation's 'Turnback Program.'

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 needed for the acceptance of this segment of roadway from the Texas Department of Transportation.

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 **3rd** day of **April**, 2014.

THE CITY OF TEMPLE, TEXAS

DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

Lacy Borgeson
City Secretary

Jonathan Graham
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

04/03/14
Item #5(L)
Consent Agenda
Page 1 of 1

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 \$94,742.

ATTACHMENTS:

[Budget Amendments](#)
[Resolution](#)

CITY OF TEMPLE
BUDGET AMENDMENTS FOR FY 2014 BUDGET
April 3, 2014

ACCOUNT #	PROJECT #	DESCRIPTION	APPROPRIATIONS	
			Debit	Credit
365-3400-531-65-32		Capital Special Projects/Contingency	\$ 84,000	
365-2800-532-68-10	100504	Traffic Signal-FM 93 & S. 5th Street		\$ 39,000
365-2800-532-68-10	100956	Traffic Signal - Westfield Blvd/Adams		\$ 45,000
To move project savings from two different traffic signal projects (FM 93 & S. 5th Street and Westfield Blvd/Adams Ave.) back into contingency account for future project usage.				
520-5124-535-63-10	101106	Capital Building & Grounds	\$ 4,470	
520-0000-373-04-11		Water & Sewer Unreserved Ret Earning		\$ 4,470
To fund contract amendment #1 with Whitlock Dalrymple Poston & Associates for the evaluation and repair design of the raw water intake structures (concrete rip-rap) at the Water Treatment Plant.				
561-5000-535-69-12		Capital Bonds/Capitalized Admin Costs	\$ 3,136	
561-5000-535-65-32		Cap-Special Projects/Contingency Fund		\$ 3,136
365-1500-515-22-21		Capital< \$5,000/Computer Equipment	\$ 3,136	
365-3400-531-65-32		Contingency/Cont Fund Balance		\$ 3,136
Allocate additional funds needed to capitalize start up cost for the new CIP Project Coordinator position. Costs include GIS software license, work station, employment advertisement, and cell phone.				
TOTAL AMENDMENTS			\$ 94,742	\$ 94,742
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
April 3, 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 3rd day of **April**, 2014.

THE CITY OF TEMPLE, TEXAS

DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

Lacy Borgeson
City Secretary

Jonathan Graham
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

04/03/14
Item #6
Regular Agenda
Page 1 of 4

DEPT./DIVISION SUBMISSION & REVIEW:

Tammy Lyerly, Senior Planner

ITEM DESCRIPTION: FIRST READING - PUBLIC HEARING - Z-FY-14-19: Consider adopting an ordinance authorizing a zoning change from Single Family-Two District (SF-2) to Commercial District (C) on 1.103 +/- acre tract of land situated in the Baldwin Robertson Survey, Abstract 17, Bell County, Texas, located on the south side of the Prairie View Road and North Pea Ridge Road intersection. *{Application has been withdrawn by applicant}.*

PLANNING AND ZONING COMMISSION RECOMMENDATION: At its February 18, 2014, meeting the Planning and Zoning Commission voted 7/0 to recommend denial of the applicant's zoning from Single Family-Two District (SF-2) to Commercial District (C). Chair Sears and Commissioner Crisp were absent.

STAFF RECOMMENDATION: Staff recommends denial of the applicant's requested zoning from Single Family-Two District (SF-2) to Commercial District (C) for the following reasons:

1. The requested rezoning to Commercial District (C) does not comply with the Future Land Use and Character Map;
2. Although residential uses are allowed in the Commercial District, UDC Section 4.3.18 recommends the district be located away from low and medium density residential development such as the existing SF-2 District;
3. The Commercial District allows light manufacturing and heavy machinery sales and storage with any legal height not prohibited by other laws, which would not be compatible with the existing surrounding SF-2 District;
4. The request complies with the Thoroughfare Plan; and
5. Public and private facilities are available to the subject property.

ITEM SUMMARY: The applicants have withdrawn their request for a zoning from Single Family-Two District (SF-2) to Commercial District (C). This request is associated with the Preliminary Plat of Lake Pointe Phase III (P-FY-13-34) currently being reviewed by the Development Review Committee (DRC). The applicants have submitted plat revisions showing four residential lots replacing the subject commercial lot.

The request was to allow the continuation of existing major vehicle repair uses on the subject property. The existing major vehicle repair uses are not allowed in the property's SF-2 zoning district and considered nonconforming uses. The uses were existing when City Council granted the applicant's rezoning request from Agricultural District (AG) to Single Family-Two (SF-2) with Ordinance 2011-4453 on July 21, 2011.

The site is located at a "T" intersection with Prairie View Road, a proposed minor arterial, and North Pea Ridge Road, a collector. Although a nonresidential development at this intersection is warranted, the requested Commercial District is not compatible with adjacent single-family development. Any nonresidential rezoning at the subject site would also be considered nonconforming with the Future Land Use and Character Map's recommendation for Suburban Residential uses. If the Planning and Zoning Commission and City Council feel the subject property warrants a rezoning to a nonresidential district, staff would recommend a rezoning to Neighborhood Services (NS), which is considered most compatible with residential development, according to Unified Development Code Section 4.3.16.

SURROUNDING PROPERTY AND USES: The following table provides the direction from the property, Future Land Use Plan (FLUP) designation, existing zoning and current land uses:

<u>Direction</u>	<u>FLUP</u>	<u>Zoning</u>	<u>Current Land Use</u>
Site	Suburban Residential	SF-2	Major Vehicle Repair Uses
North	Agricultural/Rural	AG	Rural Residential / Agricultural Uses
South	Suburban Residential	SF-2	Undeveloped Single-Family Uses / Agricultural Uses
East	Suburban Residential,	SF-2	Undeveloped Single-Family Uses
West	Suburban Residential	SF-2	Undeveloped Single-Family Uses

COMPREHENSIVE PLAN COMPLIANCE: The proposed rezoning relates to the following goals, objectives or maps of the Comprehensive Plan and Sidewalk and Trails Plan:

Document	Policy, Goal, Objective or Map	Compliance
CP	Map 3.1 - Future Land Use and Character (FLUP)	The applicant's property is designated as Suburban Residential. The applicant's requested Commercial District does not comply with this designation. No
CP	Map 5.2 - Thoroughfare Plan	The property is located on the south side of the intersection at Prairie View Road and North Pea Ridge Road. Prairie View Road is designated as a proposed Minor Arterial and will be widened with improvements through a Temple Capital Improvement Project. North Pea Ridge Road is designated as a proposed Collector. The requested Commercial District is appropriate along minor arterials and collectors. Yes
CP	Goal 4.1 - Growth and development patterns should be consistent with the City's infrastructure and public service capacities	Water is available to the sites through 6-inch and 12-inch water lines in the Prairie View Road right-of-way. The site does not have sewer, but 8-inch sewer lines are available in the adjacent Lake Pointe subdivision. Yes

STP	Temple Trails Master Plan Map & sidewalks	The Temple Trails Master Plan reflects a proposed 10-foot wide Local Connector Trail along Prairie View Road. Required trails / sidewalks will be provided through a Temple Capital Improvement Project.	This is being addressed through the Temple Capital Improvement Project.
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CP = Comprehensive Plan STP = Sidewalk and Trails Plan

According to the City of Temple Comprehensive Plan, the property's **Suburban Residential land use classification** is characterized by mid-size single family lots, allowing for greater separation between dwellings and more emphasis on green space versus streets and driveways. The requested Commercial District, as well as any nonresidential zoning district on the subject property, does not comply with the **Suburban Residential land use classification**.

DEVELOPMENT REGULATIONS (C):

Here are the nonresidential dimensional standards for the requested **Commercial District (C)**:

- Minimum Lot Width – N/A
- Minimum Lot Depth – N/A
- Front Yard Setback – 0 feet, but must be at least 30 feet from street centerline
- Side Yard Setback – 10 feet adjacent to a residential zoning district. If the building exceeds 40 feet, the side yard setback must increase one foot for each three feet over 40 feet in building height.
- Side Yard Setback (corner) – 10 feet
- Rear Yard Setback – 10 feet adjacent to a residential zoning district or use.

The Commercial zoning district permits all retail and most commercial land uses, including auto dealerships with complete servicing facilities, building material sales, light manufacturing and heavy machinery sales and storage. Residential uses are allowed, except apartments. This district is intended to serve citywide or regional service areas.

The Commercial zoning district should be located at the intersection of major thoroughfares or highways. This district should be located away from low and medium density residential development and may be used as a buffer between retail and industrial uses. **Adjoining zoning districts should be carefully selected to reduce environmental conflicts.**

A rezoning from the Single Family-Two District to the Commercial zoning district would allow many uses by right that would not have been allowed before. Those uses include, but are not limited to, the following:

Residential uses

Single Family Detached
Single Family Attached
Duplex
Home for the Aged
Townhouse

Nonresidential uses

Building Material Sales
Contractor Storage or Equipment Yard
Heavy Machinery Sales, Storage and Repair
Major Vehicle Repair
Open Storage of Furniture, Appliances, or Machinery
Asphalt or Concrete Batching Plant (temporary)

Prohibited uses include wrecking or salvage yard; outdoor shooting range; animal feedlot; and asphalt or Concrete Batching Plant (permanent).

PUBLIC NOTICE: Three notices of the Planning and Zoning Commission public hearing were sent out to property owners within 200-feet of the subject property as required by State law and City Ordinance. As of Wednesday, February 13, 2014, at 4:00 pm, no notices were returned in support of the proposed rezoning and one notice was returned in opposition to the proposed rezoning. Staff has contacted the property owner opposed to the request regarding the applicant's withdrawal of this rezoning request.

The newspaper printed notice of the Planning and Zoning Commission public hearing on February 7, 2014, in accordance with state law and local ordinance.

FISCAL IMPACT: Not Applicable

ATTACHMENTS:

Applicant's Withdrawal Letter
Zoning and Location Map
Future Land Use and Character Map
Thoroughfare/Trails Map
Utility Map
Buffer Notification Map
Notification Response Letters
Ordinance



March 19, 2014

Brian Chandler
Director of Planning
2 North Main Street Ste 102
Temple, TX 76501

Re: Request for Withdrawal of Zoning Case Z-FY-14-19

Mr. Chandler:

The purpose of this letter is to formally request the withdrawal of Zoning Case Z-FY-14-19. We no longer wish to pursue a change in zoning for this property.

Sincerely,

A handwritten signature in blue ink, appearing to read 'J. Welch', is written over the printed name and title.

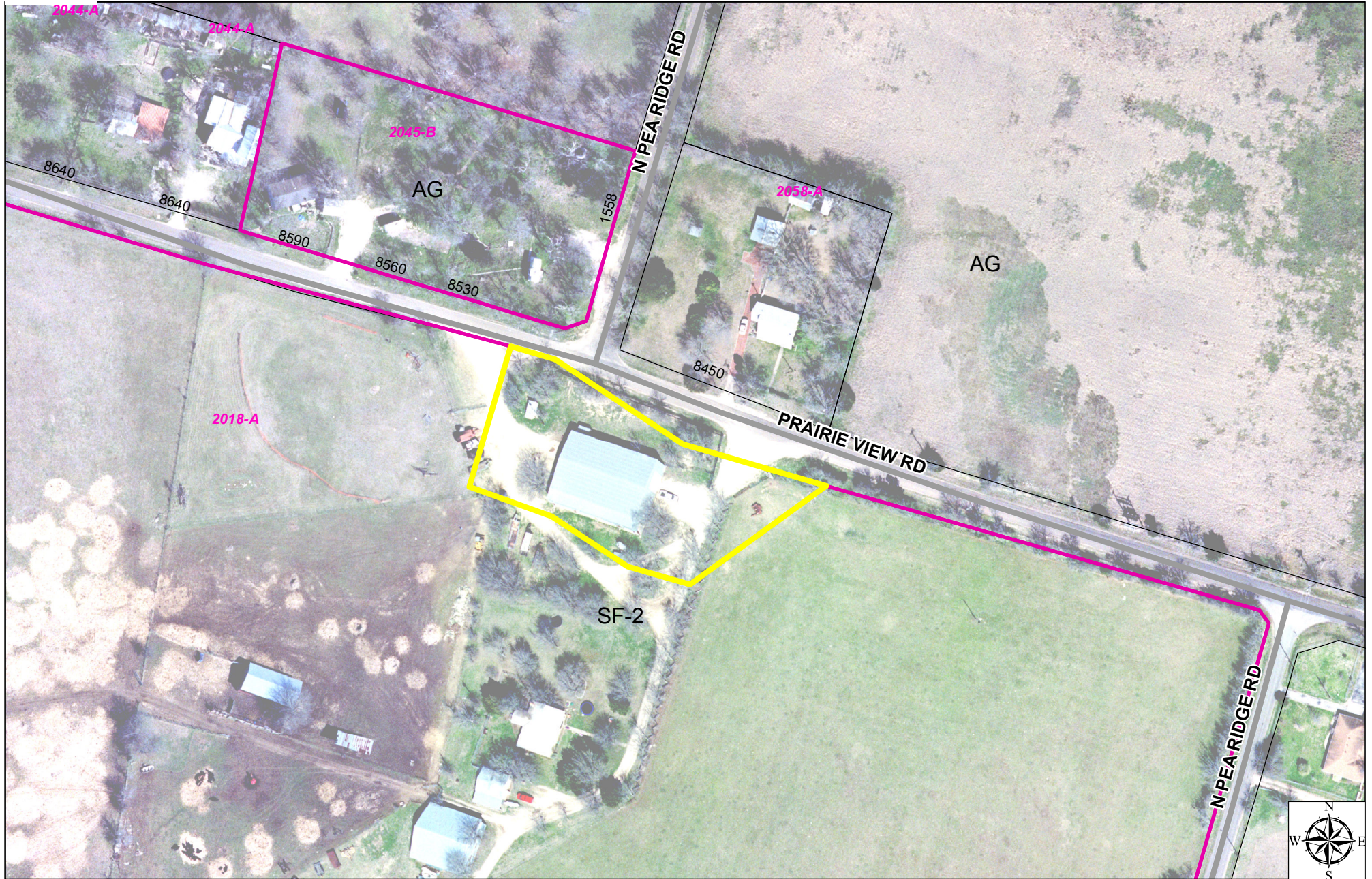
Josh Welch
Development Coordinator










Z-FY-14-19

SF-2 to C

South of Intersection of Prairie View Rd & N Pea Ridge Rd



 Case	 Subdivisions	 1234-A Outblocks	 Blocks
 Zoning	 Parcel	1234 Addresses	 Lots

0 50 100 200
Feet

2/13/2014
City of Temple GIS

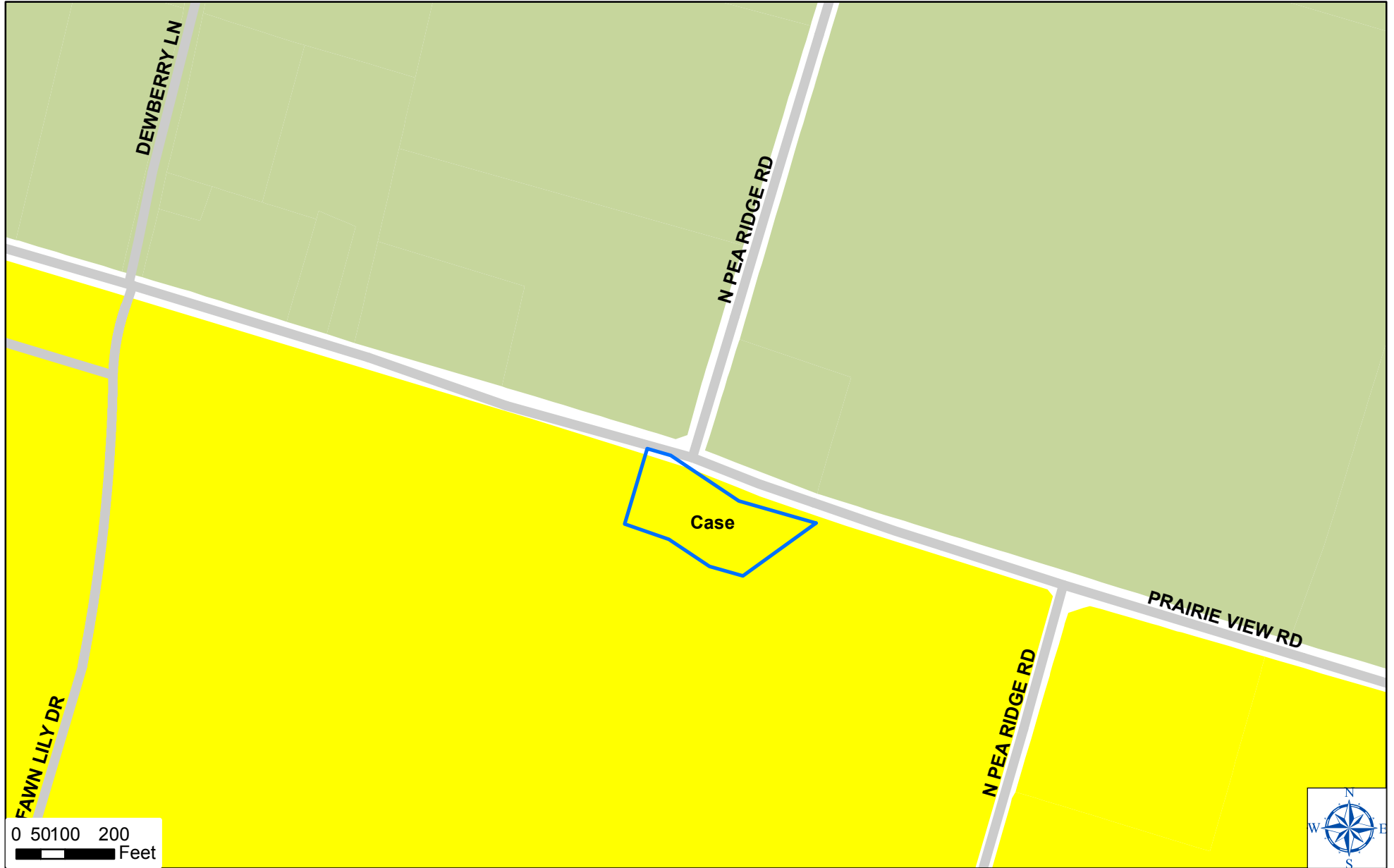
GIS products are for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. They do not represent an on-the-ground survey and represent only the approximate relative location of property boundaries and other features.



Z-FY-14-19

SF-2 to C

South of Intersection of Prairie View Rd & N Pea Ridge Rd



Future Land Use

Neighborhood Conservation	Auto-Urban Residential	Auto-Urban Commercial	Temple Medical Education District	Public Institutional
Estate Residential	Auto-Urban Multi-Family	Suburban Commercial	Industrial	Parks & Open Space
Suburban Residential	Auto-Urban Mixed Use	Urban Center	Business Park	Agricultural/Rural

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.

1/31/2014
City of Temple GIS



Trails

- Existing Citywide Spine Trail
- Under Design/Construction Citywide Spine Trail
- Proposed Citywide Spine Trail
- Existing Community-Wide Connector Trail
- Under Design/Construction Community-Wide Connector Trail
- Proposed Community-Wide Connector Trail
- Existing Local Connector Trail
- Proposed Local Connector Trail

Thoroughfare

- Expressway
- Proposed Collector
- Major Arterial

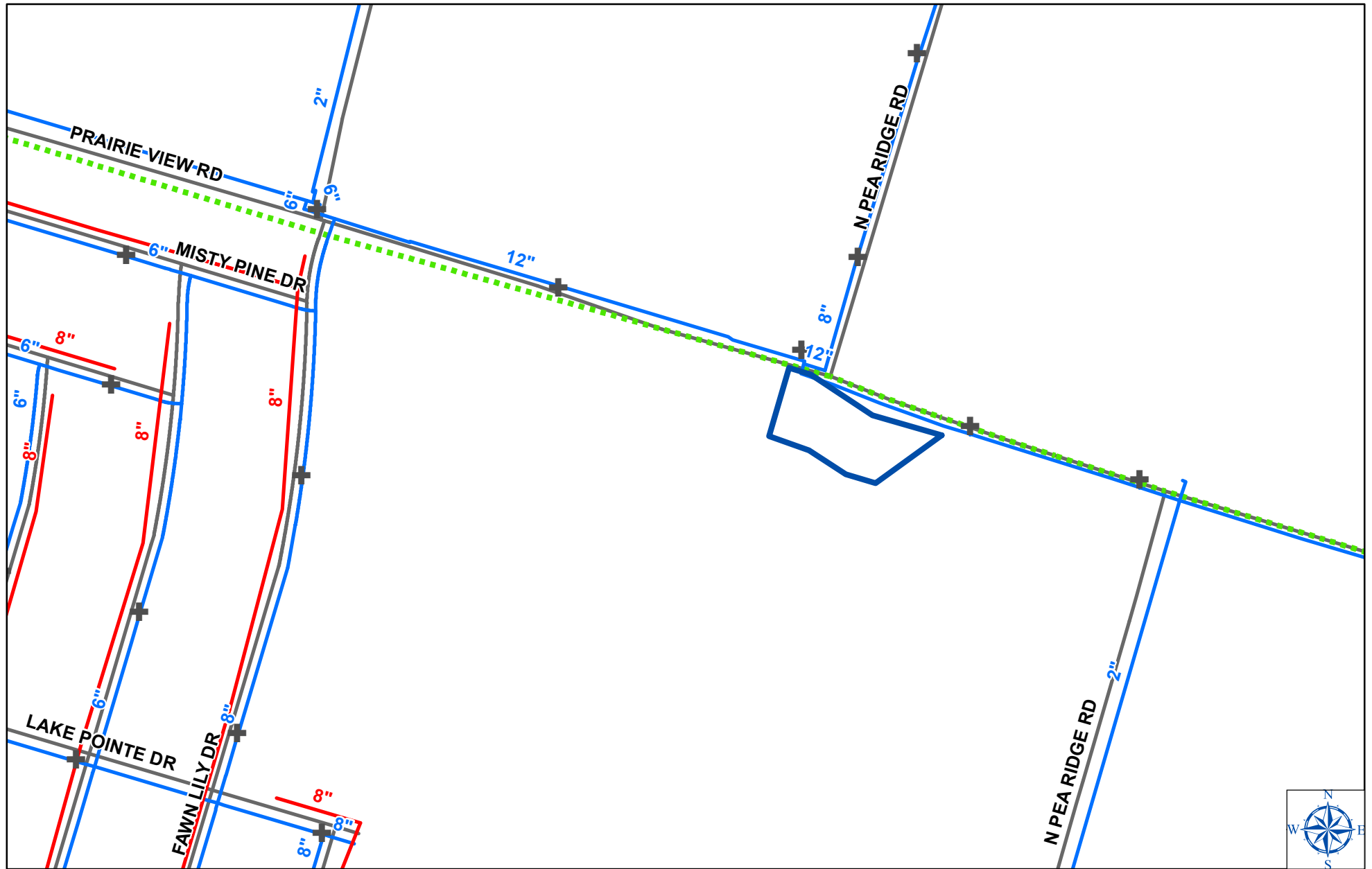
- Proposed Major Arterial
- Proposed K-TUTS
- Minor Arterial
- Proposed Minor Arterial
- Collector



Z-FY-14-19

SF-2 to C

South of Intersection of Prairie View Rd & N Pea Ridge Rd



- | | | | |
|--------------|----------------|-------------------------|-------------------------|
| Case | Water Line | Proposed Major Arterial | Proposed Minor Arterial |
| Fire Hydrant | Expressway | Proposed K-TUTS | Collector |
| Sewer Line | Major Arterial | Minor Arterial | Conceptual Collector |

0 50 100 200
Feet

1/31/2014
City of Temple GIS

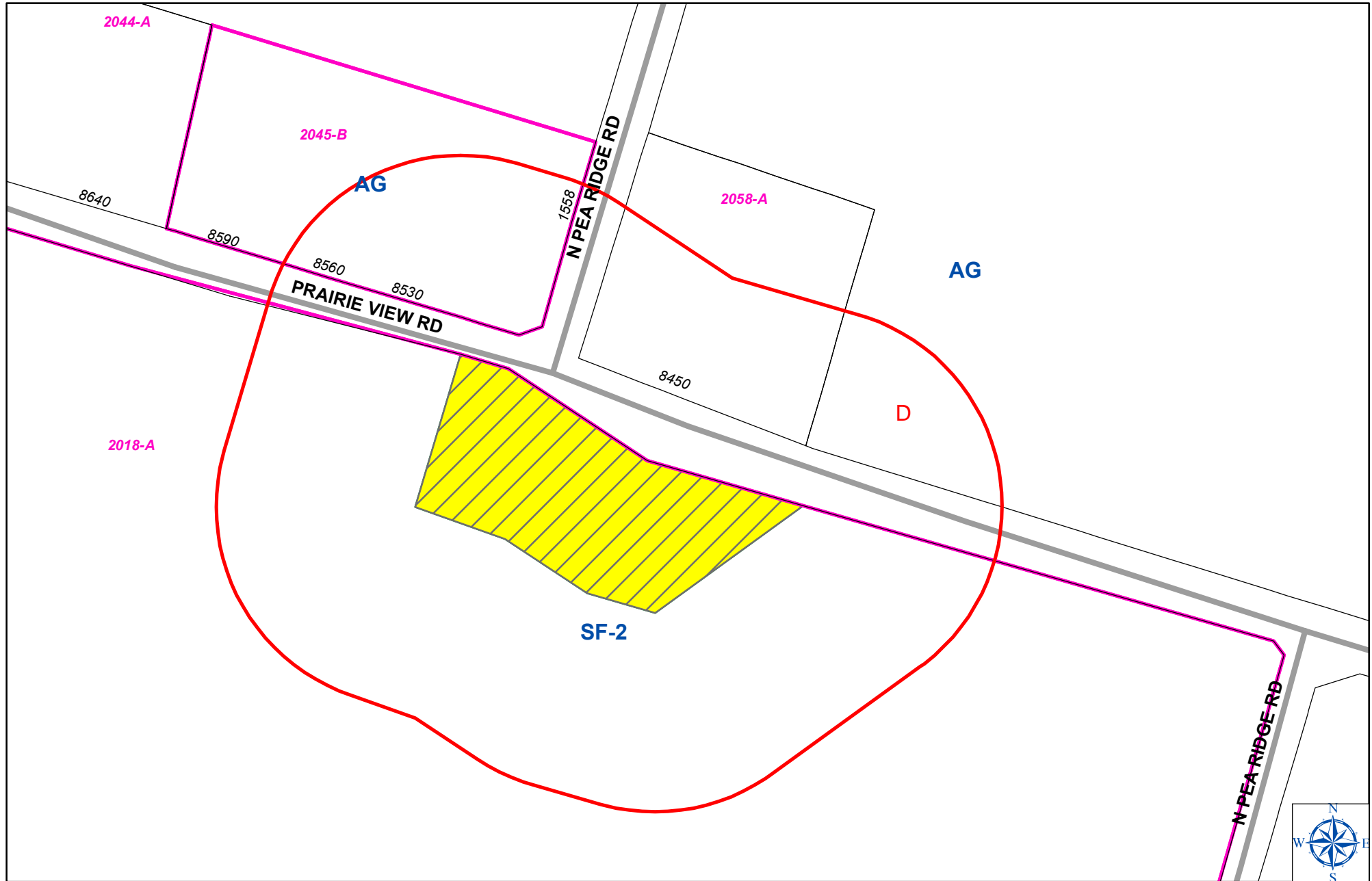
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Z-FY-14-19

SF-2 to C

South of Intersection of Prairie View Rd & N Pea Ridge Rd



Case



Zoning

1234-A

Outblock Number



Block Number



200' Buffer



Subdivision

1234

Address



Lot Number

0

200

400



Feet

2/13/2014
City of Temple GIS
tlyerty

GIS products are for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. They do not represent an on-the-ground survey and represent only the approximate relative location of property boundaries and other features.



RESPONSE TO PROPOSED
ZONE CHANGE REQUEST
CITY OF TEMPLE

RECEIVED

FEB 13 2014

City of Temple
Planning & Development

William J. Novak
3305 Oakridge Drive
Temple, Texas 76502

Zoning Application Number: Z-FY-14-19

Project Manager: Tammy Lyerly

Location: South side of Prairie View Road and North Pea Ridge Road intersection

The proposed rezoning is the area shown in hatched marking on the attached map. Because you own property within 200 feet of the requested change, your opinions are welcomed. Please use this form to indicate whether you are in favor of the possible rezoning of the property described on the attached notice, and provide any additional comments you may have.

I recommend () approval ☒ denial of this request.

Comments:

I want this property to stay single family & not be commercial. Mr. Nordyke had every opportunity when purchasing the property to change it. He wants to come back & change the rules. That business needs to be moved. The school has come in & we need single family dwelling in this area.

Mrs. Joyce M. Novak
Signature

Joyce M. Novak
Print Name

Please mail or hand-deliver this comment form to the address shown below, no later than February 18, 2014

City of Temple
Planning Department
Room 102
Municipal Building
Temple, Texas 76501

ORDINANCE NO. _____

(PLANNING NO. Z-FY-14-19)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A ZONING CHANGE FROM SINGLE FAMILY-TWO (SF-2) TO COMMERCIAL DISTRICT (C) ON APPROXIMATELY 1.103 ACRES OF LAND SITUATED IN THE BALDWIN ROBERTSON SURVEY, ABSTRACT NO. 17, BELL COUNTY, TEXAS, AND LOCATED ON THE SOUTH SIDE OF THE PRAIRIE VIEW ROAD AND NORTH PEA RIDGE ROAD INTERSECTION; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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

Part 1: The City Council approves a rezoning from Single Family-Two (SF-2) to Commercial District (C) on approximately 1.103 acres, being a part of the Baldwin Robertson Survey, Abstract No. 17, Bell County, Texas, and located on the south side of the Prairie View Road and North Pea Ridge Road intersection, outlined in the map attached hereto as Exhibit 'A,' and made a part hereof for all purposes.

Part 2: The City Council directs the Director of Planning to make the necessary changes to the City Zoning Map accordingly.

Part 3: It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this ordinance are severable and, if any phrase, clause, sentence, paragraph or section of this ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such phrase, clause, sentence, paragraph or section.

Part 4: This ordinance shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Temple, Texas, and it is accordingly so ordained.

Part 5: It is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED on First Reading and Public Hearing on the **3rd** day of **April**, 2014.

PASSED AND APPROVED on Second Reading on the **17th** day of **April**, 2014.

THE CITY OF TEMPLE, TEXAS

DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

Lacy Borgeson
City Secretary

Jonathan Graham
City Attorney



CITY COUNCIL ITEM MEMORANDUM

04/03/14

Item #7

Regular Agenda

Page 1 of 3

DEPT. / DIVISION & REVIEW:

Mark Baker, Planner

ITEM DESCRIPTION: FIRST READING - PUBLIC HEARING – Z-FY-14-20: Consider adopting an ordinance authorizing a zoning change from Agricultural District (AG) to Commercial District (C) on 5.01 +/- acres, situated in the Maximo Moreno Survey, Abstract 14, Bell County Texas, located on the north side of East Adams Avenue, addressed as 2312 East Adams Avenue.

PLANNING & ZONING COMMISSION RECOMMENDATION: At its March 3, 2014 meeting, the Planning & Zoning Commission (P&Z) voted 9 to 0 to recommend approval of the requested zoning from AG to C.

STAFF RECOMMENDATION: Conduct public hearing and adopt ordinance as presented in item description of first reading, and schedule a second reading and final adoption for April 17, 2014.

Based on the following, staff recommends approval for the rezoning request from AG to C:

1. The proposed zoning partially complies with the FLUP which identifies this area as Auto-Urban Commercial & Suburban Residential;
2. The request complies with the Thoroughfare Plan;
3. The proposed zoning is compatible with the surrounding uses; and
4. Public facilities are available to serve the subject property.

ITEM SUMMARY: The subject property, see Exhibit A, is within both, the Auto-Urban Commercial & Suburban Residential Districts according to the Comprehensive Plan / FLUP. While the Auto-Urban Commercial District is for the majority of areas identified for commercial use and would support a Commercial (C) zoning designation, the Suburban Residential district is for mid-sized single-family lots and does not comply.

While, the portion of the property that is within the Suburban Residential District is not in compliance with the request, it does not lend itself to future residential development either. The northern portion of the property contains FEMA designated floodplain which limits residential development. Additionally, if the residentially-designated portion of the property were to be zoned and developed for residential uses, access would be problematic. Future access would need to go through the commercial development fronting on East Adams Avenue, taken across the FEMA floodway toward the north or toward the east through existing un-platted residentially developed property.

Therefore, while the current zoning request is not completely in compliance with the FLUP, due to the presence of the floodplain and access issues, the property lends itself to commercial zoning. If the request is approved, the FLUP will need to be updated.

Although it is anticipated the property will be developed with non-residential, there are a number of uses that are permitted by right. Those uses include but are not limited to:

<u>Residential uses</u>	<u>Nonresidential uses</u>
Single Family (Attached & Detached)	Mini Storage
Industrialized Housing	Retail & Service Uses
Home for the aged	Truck Stop
Duplex	Fuel sales

Prohibited uses include HUD-Code manufactured homes and land lease communities, triplex and apartments. A number of uses are allowed by an approved conditional use permit (temporary asphalt concrete batching plants, outdoor auto parts sales).

SURROUNDING PROPERTY AND USES: The following table provides the direction from the property, Future Land Use Plan (FLUP) designation, existing zoning and current land uses:

<u>Direction</u>	<u>FLUP</u>	<u>Zoning</u>	<u>Current Land Use</u>
Site	Auto Urban Commercial & Suburban Residential	AG	Undeveloped
North	Suburban Residential	AG	Undeveloped
South	Auto Urban Commercial	C, AG, GR	Commercial Uses
East	Auto Urban Commercial, Suburban Commercial & Suburban Residential	AG, C	Rehab Center & Commercial Uses
West	Auto Urban Commercial & Suburban Residential	AG	Cabinet Shop

COMPREHENSIVE PLAN COMPLIANCE: The proposed rezoning relates to the following goals, objectives or maps of the Comprehensive Plan and Sidewalk and Trails Plan:

Document	Policy, Goal, Objective or Map	Compliance?
CP	Map 3.1 - Future Land Use and Character (FLUP)	Partially
CP	Map 5.2 - Thoroughfare Plan	Yes
CP	Goal 4.1 - Growth and development patterns should be consistent with the City's infrastructure and public service capacities	Yes
STP	Temple Trails Master Plan Map and Sidewalks Ordinance	Yes

CP = Comprehensive Plan STP = Sidewalk and Trails Plan

Future Land Use and Character Plan (FLUP) (CP Map 3.1)

The property is within both the Auto-Urban Commercial and the Suburban Residential districts. The requested commercial zoning designation only complies with the Auto-Urban Commercial district. The Suburban Residential district is for zoning that provides mid-sized residential lots. Due to issues related to a designated FEMA floodway result in residential zoning on this property being problematic. The property as a whole would be better suited for Commercial zoning.

Thoroughfare Plan (CP Map 5.2)

The portion of the property under consideration has frontage along East Adams Ave. East Adams Ave has been identified as a major arterial. Any needed right-of-way dedication and design will be determined with the plat, since the property is currently un-platted. A 6' sidewalk will be required and will be noted on the final plat.

Availability of Public Facilities (CP Goal 4.1)

Sewer is available to the subject property by a 24" line that is within and cuts across the northern portion of the property. Water is available through a 6" waterline in East Adams Ave.

Temple Trails Master Plan Map and Sidewalks Ordinance

According to the Trails Master Plan Map, a City-wide spine trail is identified in East Adams Ave. Final location and design will be addressed with the final plat.

DEVELOPMENT REGULATIONS: Standard non-residential setbacks in the C district are:

Min Lot Size	N/A
Min Lot Width	N/A
Min Lot Depth	N/A
Front	30' from centerline (Special Setback per UDC Section 4.4.4.F.1D)
Side	0'
Side (corner)	10'
Rear	0'

Per UDC Section 8.2.3, sidewalks are required on arterial streets. The sidewalk will be installed at the time of development, and will be noted on the plat.

PUBLIC NOTICE: Twelve notices of the Planning and Zoning Commission public hearing were sent out to property owners within 200-feet of the subject property as required by State law and City Ordinance. As of Monday March 24, 2014 at 5:00 PM, one notice with no recommendation had been received.

The newspaper printed notice of the public hearing on February 20, 2014, in accordance with state law and local ordinance.

FISCAL IMPACT: Not Applicable

ATTACHMENTS:

[Site and Surrounding Property Photos](#)
[Zoning and Location Map \(Exhibit A\)](#)
[FEMA Flood Map](#)
[Future Land Use and Character Map](#)
[Localized area of the Thoroughfare Plan](#)
[Localized area of the Trails Plan](#)
[Utility Map](#)
[Notification Map](#)
[Returned Property Owner Notice](#)
[Ordinance](#)

Site & Surrounding Property Photos



Site: Undeveloped - Looking North (AG)



East: Scattered Developed Non-Residential Uses (C)



West: Scattered Developed Commercial Uses (C)



North: Undeveloped & FEMA Floodplain (AG)



**North: FEMA Floodplain (AG)
(As viewed looking west from North 50th Street)**



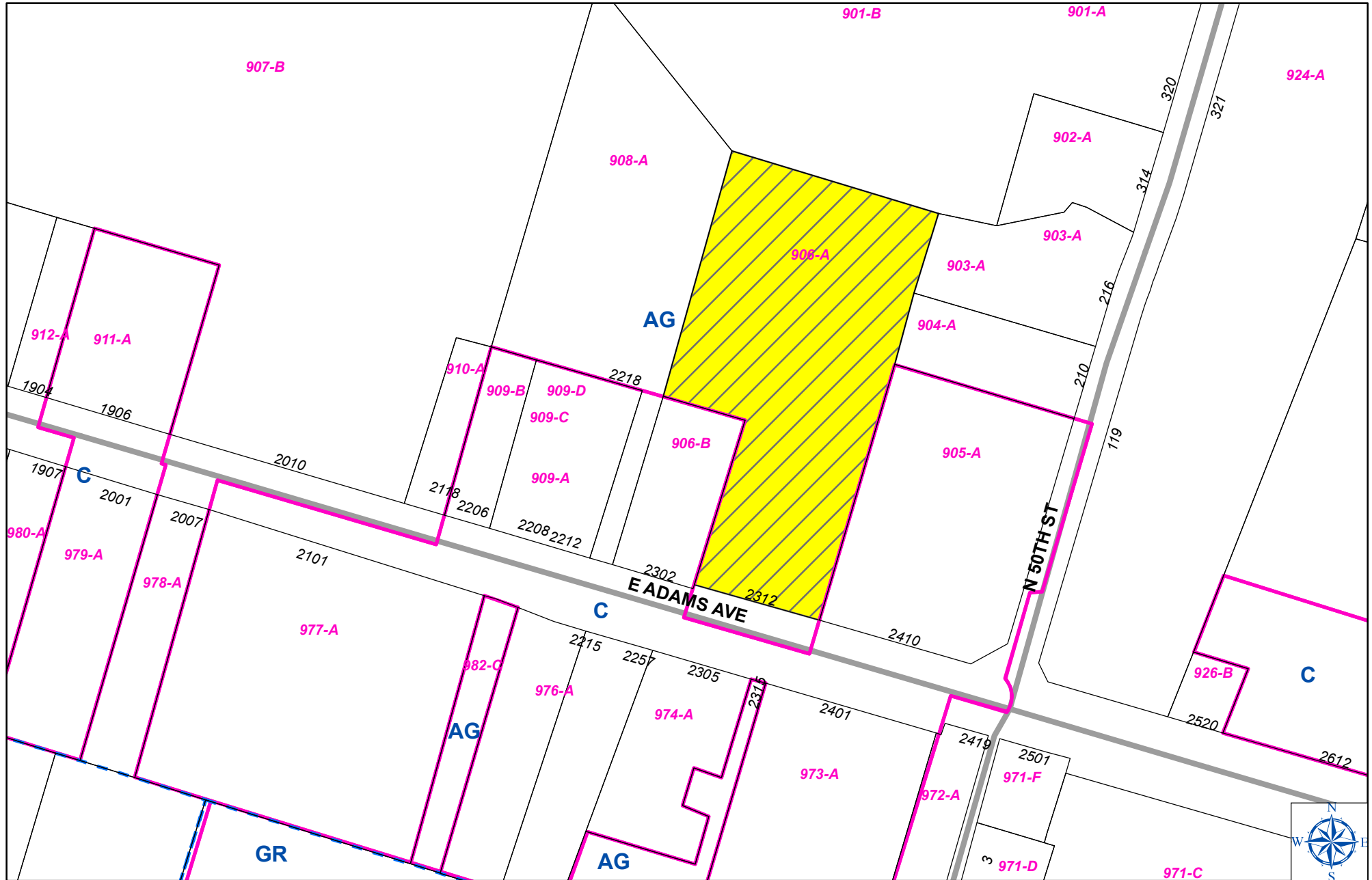
South: Scattered Developed Commercial Uses (C)



Z-FY-14-20

Zoning & Location Map

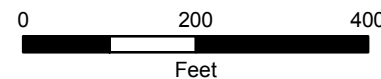
2312 E. Adams Ave



- Case
- Zoning
- Subdivision

Outblock Number
1234-A
Address
1234

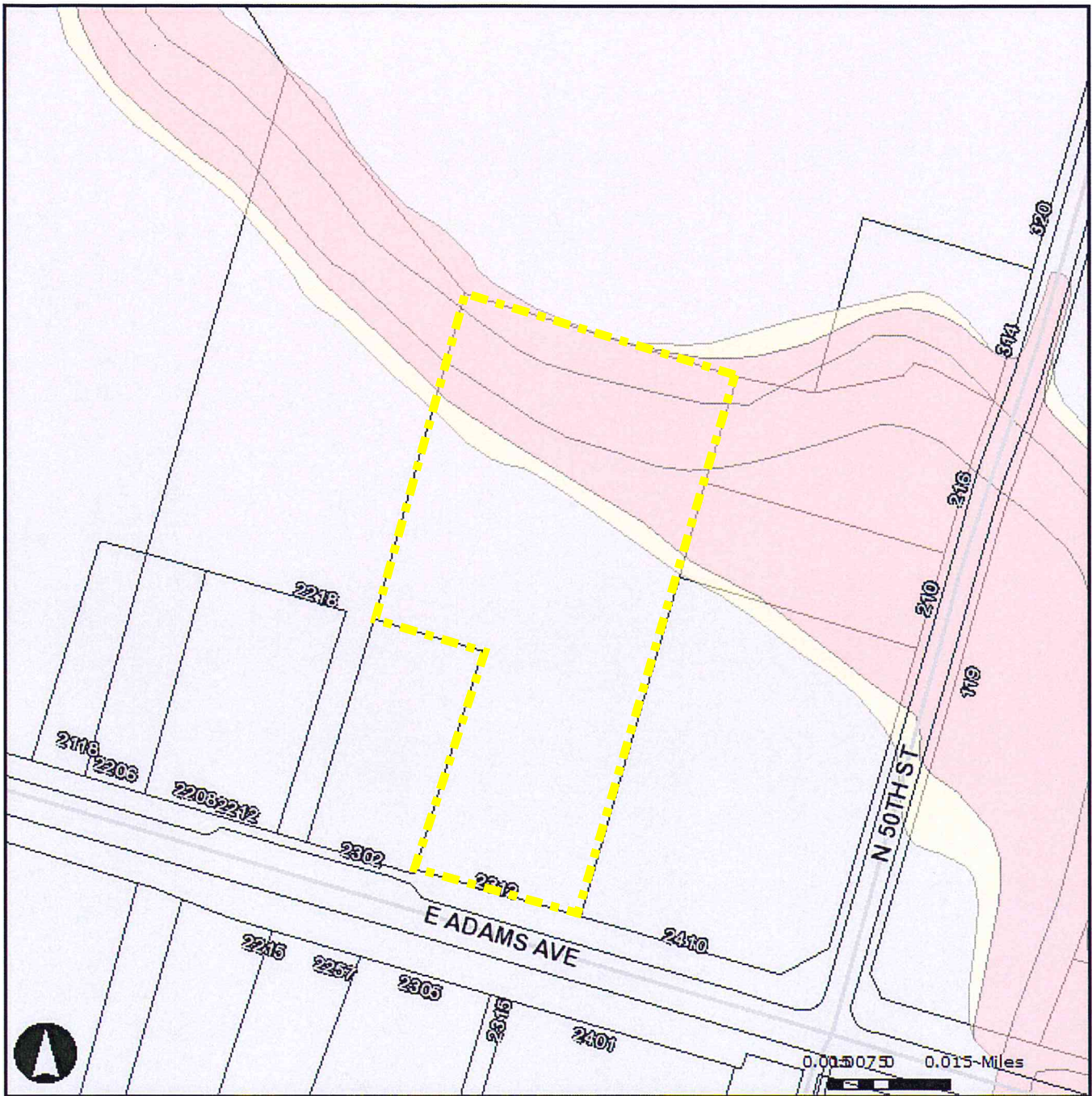
Block Number
①
Lot Number
1

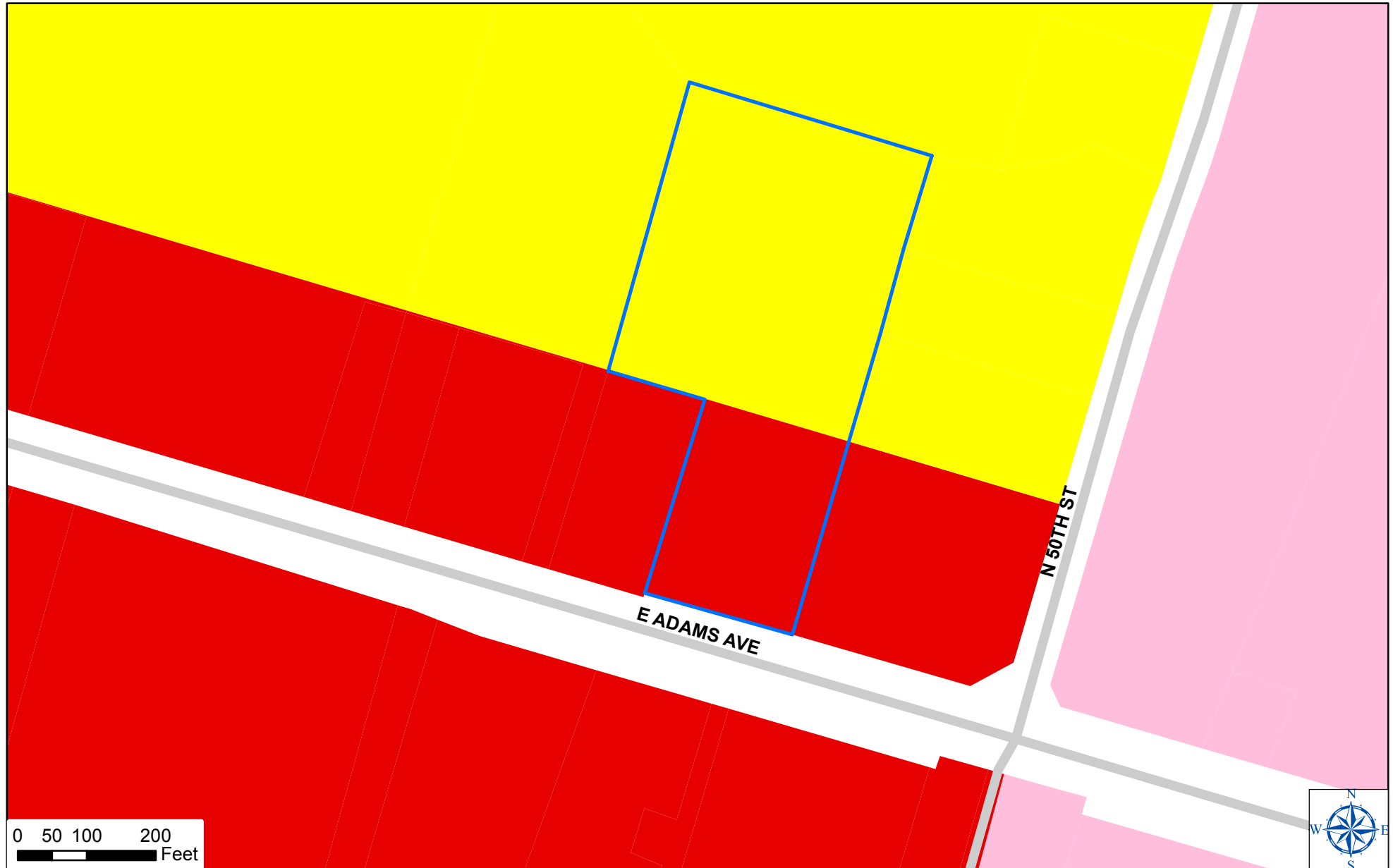


3/21/2014
City of Temple GIS
mbaker

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FEMA FLOOD MAP



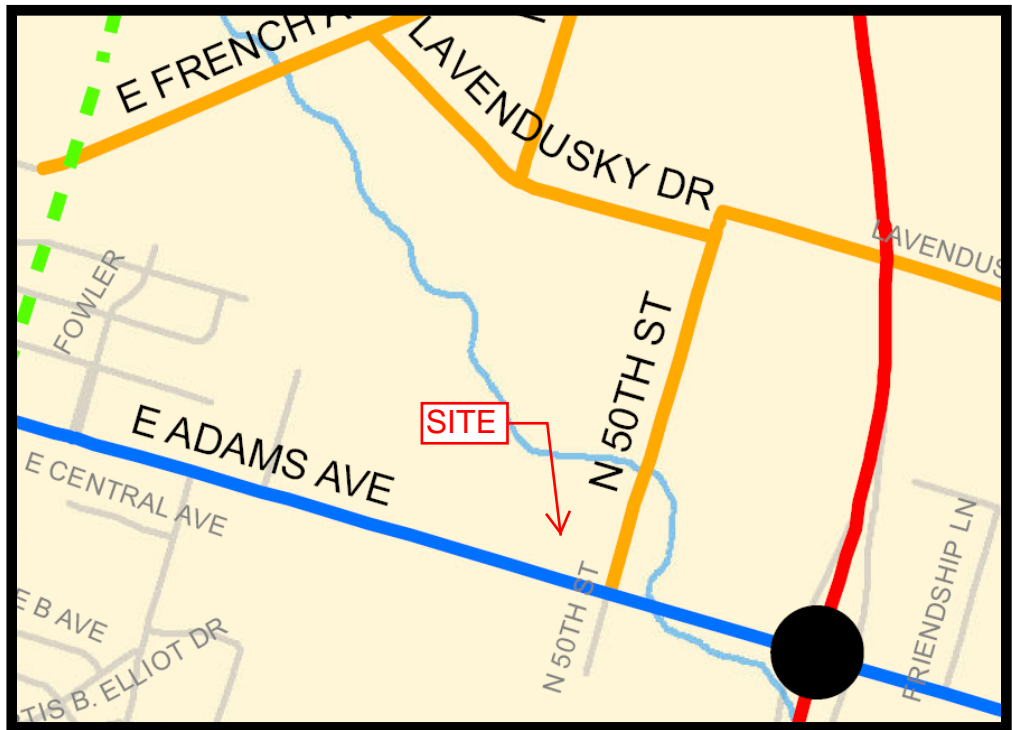


Future Land Use

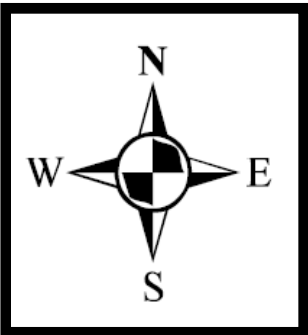
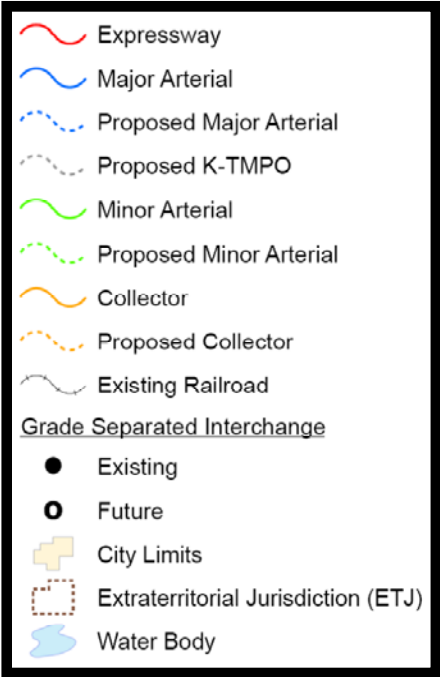
Neighborhood Conservation	Auto-Urban Residential	Auto-Urban Commercial	Temple Medical Education District	Public Institutional
Estate Residential	Auto-Urban Multi-Family	Suburban Commercial	Industrial	Parks & Open Space
Suburban Residential	Auto-Urban Mixed Use	Urban Center	Business Park	Agricultural/Rural

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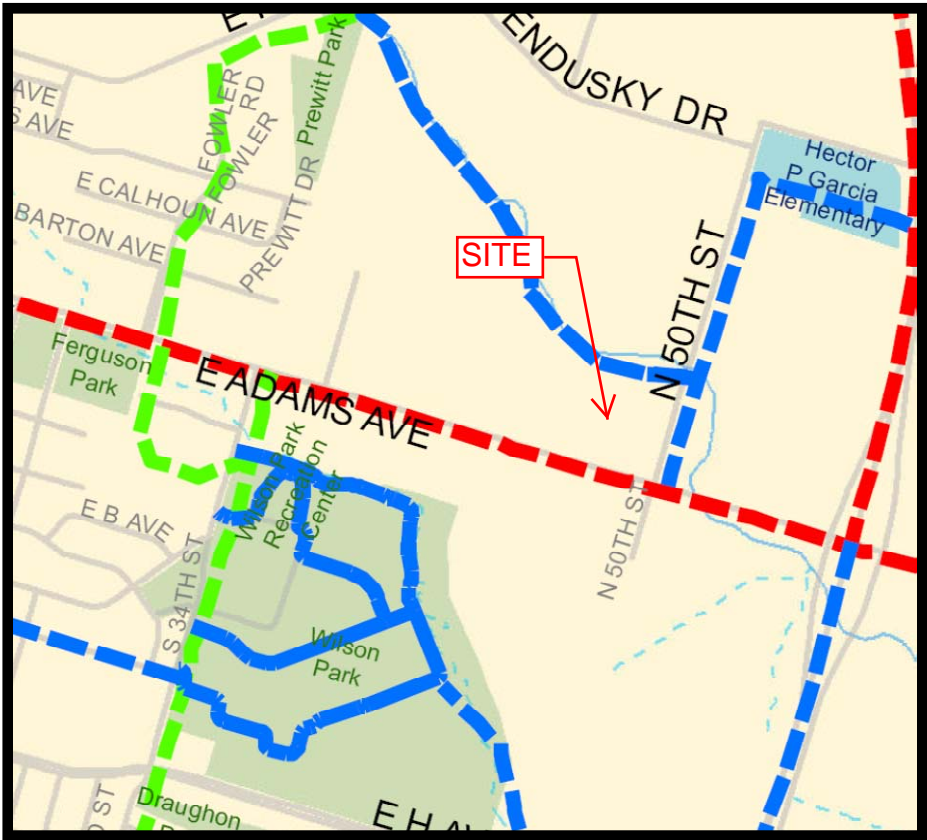
Localized Area of the Thoroughfare Plan



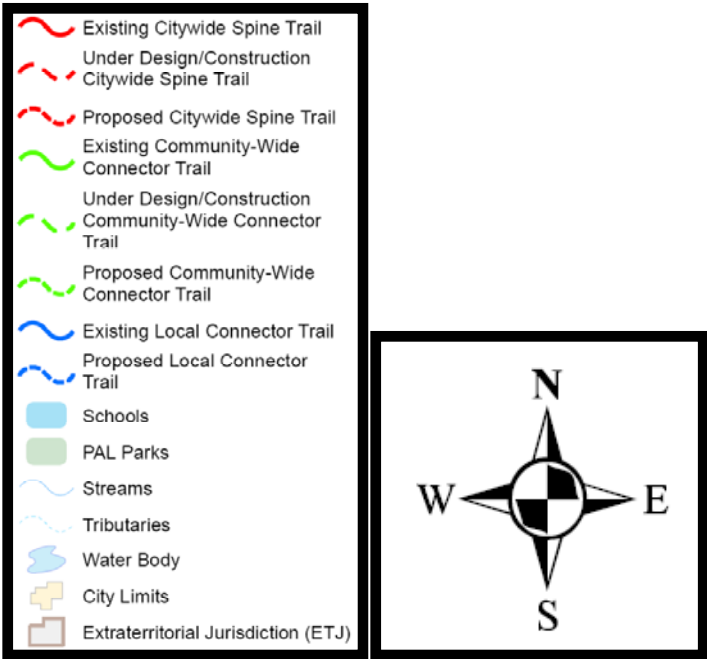
Map Legend (Map not to scale)

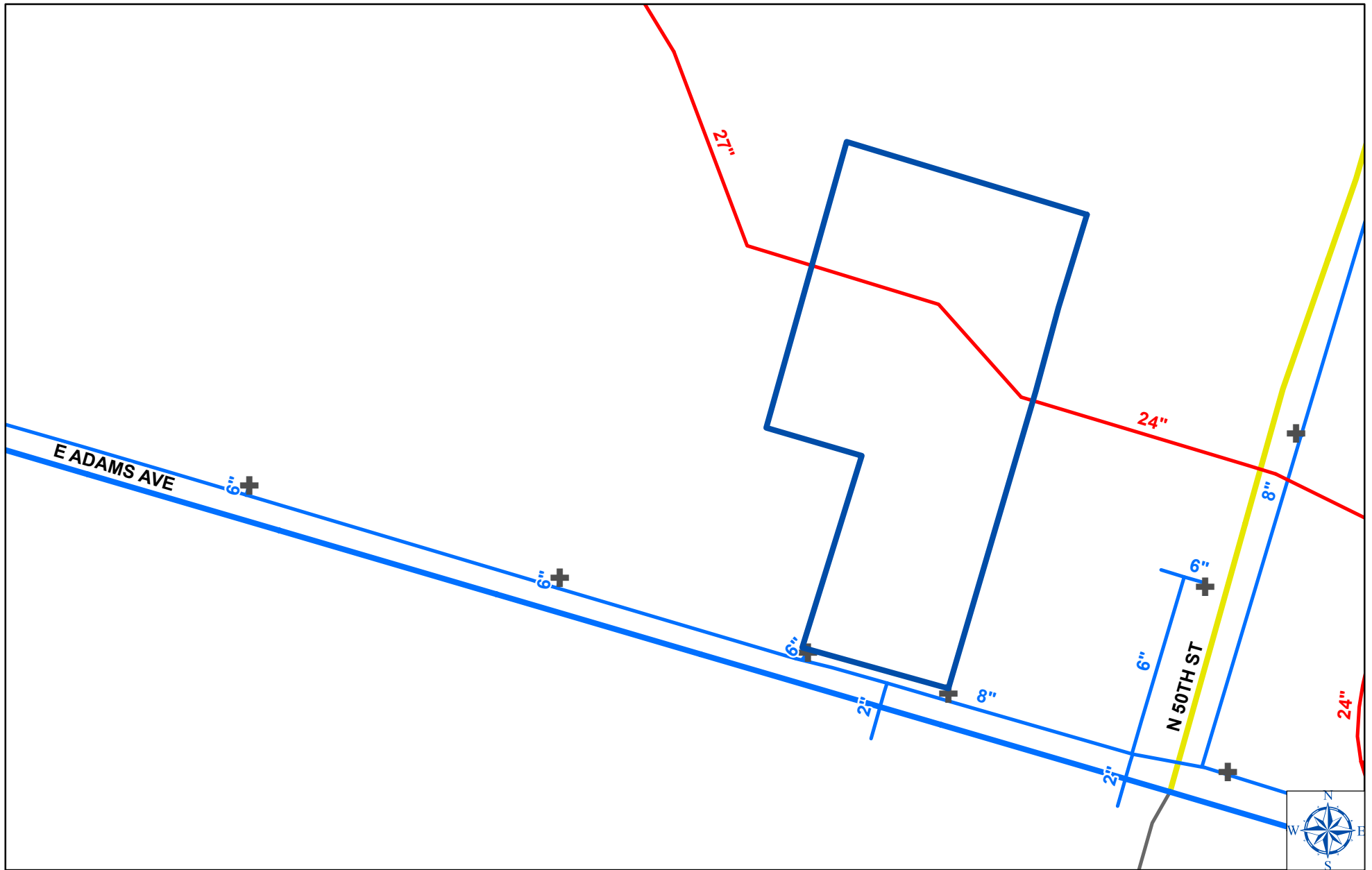


Localized Area of the Trails Plan



Map Legend (Map not to scale)





- | | | | |
|--------------|----------------|-------------------------|-------------------------|
| Case | Water Line | Proposed Major Arterial | Proposed Minor Arterial |
| Fire Hydrant | Expressway | Proposed K-TUTS | Collector |
| Sewer Line | Major Arterial | Minor Arterial | Conceptual Collector |

0 100 200 400
Feet

2/24/2014
City of Temple GIS

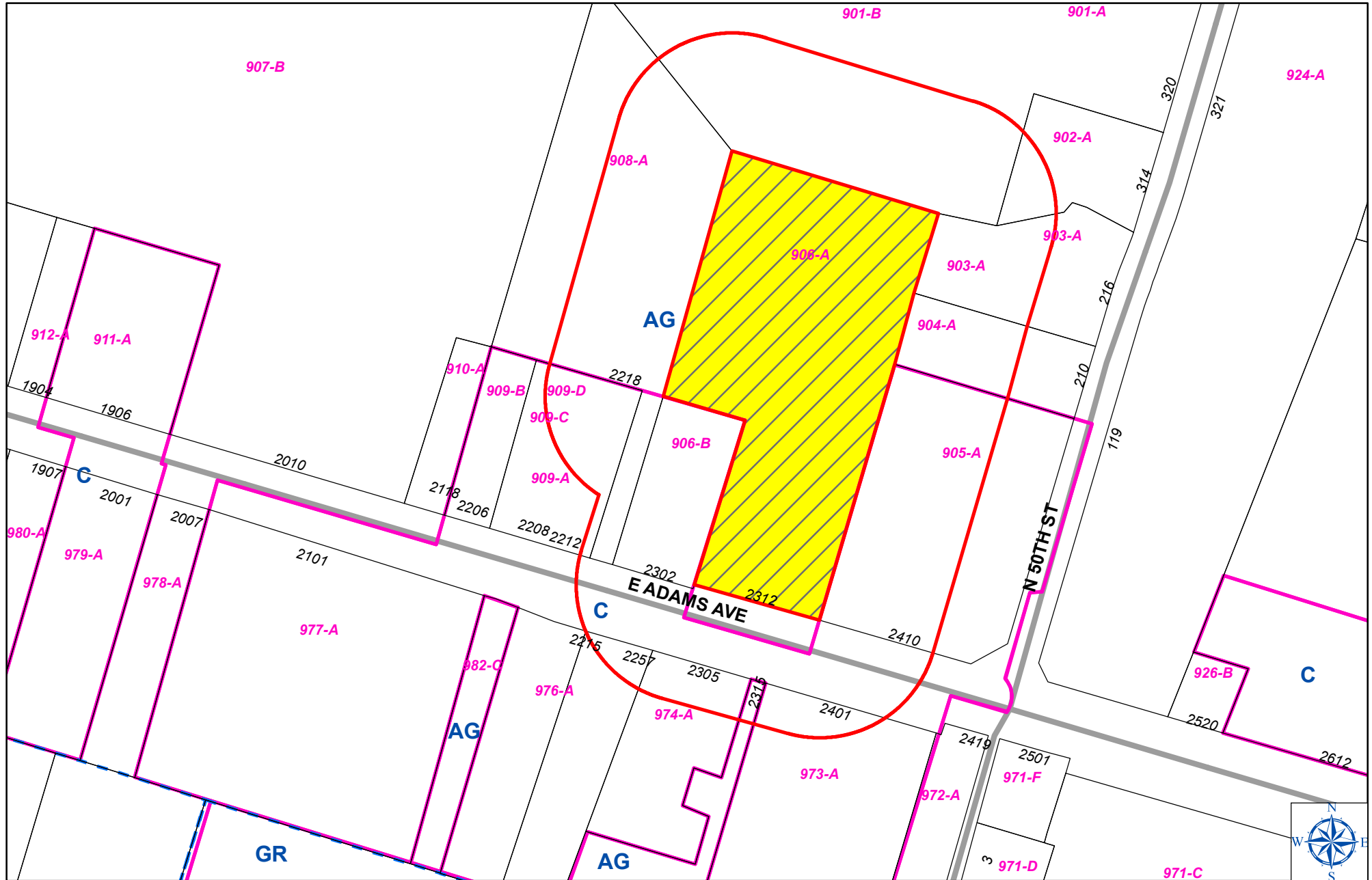
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Z-FY-14-20

Notification Map

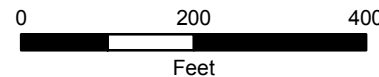
2312 E. Adams Ave



- Case
- Zoning
- 200' Buffer
- Subdivision

1234-A
1234
Outblock Number
Address

①
1
Block Number
Lot Number



2/10/2014
City of Temple GIS
mbaker

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**RESPONSE TO PROPOSED
ZONE CHANGE REQUEST
CITY OF TEMPLE**

Francisco Mendez
3891 SH 53
Temple, Texas 76501

Zoning Application Number: Z-FY-14-20

Project Manager: Mark Baker

Location: 2312 East Adams Avenue

The proposed rezoning is the area shown in hatched marking on the attached map. Because you own property within 200 feet of the requested change, your opinions are welcomed. Please use this form to indicate whether you are in favor of the possible rezoning of the property described on the attached notice, and provide any additional comments you may have.

I recommend () approval () denial of this request.

Comments:

Francisco Mendez
Signature

Francisco Mendez
Print Name

Please mail or hand-deliver this comment form to the address shown below, no later than March 3, 2014

**City of Temple
Planning Department
Room 102
Municipal Building
Temple, Texas 76501**

RECEIVED

MAR 11 2014

**City of Temple
Planning & Development**

ORDINANCE NO. _____

(PLANNING NO. Z-FY-14-20)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A ZONING CHANGE FROM AGRICULTURAL DISTRICT (AG) TO COMMERCIAL DISTRICT (C) ON APPROXIMATELY 5.01 ACRES, SITUATED IN THE MAXIMO MORENO SURVEY, ABSTRACT NO. 14, BELL COUNTY, TEXAS, AND LOCATED ON THE NORTH SIDE OF EAST ADAMS AVENUE, ADDRESSED AS 2312 EAST ADAMS AVENUE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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

Part 1: The City Council approves a rezoning from Agricultural District (AG) to Commercial District (C) on approximately 5.01 acres situated in the Maximo Moreno Survey, Abstract No. 14, Bell County, Texas, and located on the north side of East Adams Avenue, and addressed as 2312 East Adams Avenue, outlined in the map attached hereto as Exhibit 'A,' and made a part hereof for all purposes.

Part 2: The City Council directs the Director of Planning to make the necessary changes to the City Zoning Map accordingly.

Part 3: It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this ordinance are severable and, if any phrase, clause, sentence, paragraph or section of this ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such phrase, clause, sentence, paragraph or section.

Part 4: This ordinance shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Temple, Texas, and it is accordingly so ordained.

Part 5: It is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED on First Reading and Public Hearing on the 3rd day of April, 2014.

PASSED AND APPROVED on Second Reading on the **17th** day of **April**, 2014.

THE CITY OF TEMPLE, TEXAS

DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

Lacy Borgeson
City Secretary

Jonathan Graham
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

04/03/14
Item #8
Regular Agenda
Page 1 of 6

DEPT./DIVISION SUBMISSION & REVIEW:

Tammy Lyerly, Senior Planner

ITEM DESCRIPTION: FIRST READING – PUBLIC HEARING - Z-FY-14-21: Consider adopting an ordinance authorizing a zoning change from Agricultural District (AG) to Two-Family District (2-F) on 17.95 +/- acres, and from Agricultural District (AG) to Office-Two District (O-2) on +/- 3.64 acres, being part of the Nancy Chance Survey, Abstract No. 5, Bell County, Texas, located on the west side of Old Waco Road and the east side of South Pea Ridge Road, east of Westwood Estates.

PLANNING AND ZONING COMMISSION RECOMMENDATION: At its March 3, 2014, meeting the Planning and Zoning Commission voted 9/0 to recommend approval of the following:

- A rezoning from Agricultural District (AG) to Planned Development Two-Family District (2-F) on 17.95 +/- acres, with the condition that only duplexes and single-family homes be allowed in the PD-2F area; and
- A rezoning from Agricultural District (AG) to Planned Development Office-Two District (O-2) on +/- 3.64 acres, with the condition that only nonresidential uses be allowed in the PD-O-2 area.

STAFF RECOMMENDATION: Staff recommends denial of the requested zone change to 2-F District for the following reasons:

1. The request does not comply with the Future Land Use and Character Map;
2. Although the request complies with the Thoroughfare Plan, Old Waco Road is not built to major arterial capacity; and
3. Public facilities are available to the subject property.

Staff recommends approval of the requested zone change to O-2 District for the following reasons:

1. The request complies with the Future Land Use and Character Map;
2. The request partially complies with the Thoroughfare Plan; and
3. Public facilities are available to subject property.

ITEM SUMMARY: The applicant requests a rezoning from Agricultural District (AG) to Two Family District (2-F) to allow duplexes on 17.95 acres. The applicant also requests a zoning from Agricultural District (AG) to Office-Two District (O-2) on 3.64 acres of land at the property frontage along Old Waco Road.

This is the applicant's third rezoning request for this property. At its meeting on September 19, 2013, City Council did not vote to approve the applicant's first request (Z-FY-13-30) for a rezoning from Agricultural District (AG) to General Retail District (GR) due to lack of a second motion.

The applicant's most recent case, Z-FY-14-07, was a rezoning request from Agricultural District (AG) to Two-Family District (2-F) for a portion of the property. At its meeting on December 3, 2013, the Planning and Zoning Commission did not vote to recommend approval of Z-FY-14-21 due to lack of a second motion. The applicant withdrew case Z-FY-14-07 prior to City Council action at first reading.

At its March 3, 2014, meeting, the Planning and Zoning Commission asked questions regarding proposed densities, uses allowed in each requested zoning district, and site plan requirements associated with a potential Planned Development recommendation. John Martin, the property owner's representative, spoke in favor of the request and answered questions. Lina Chtay, the applicant's project engineer, answered questions regarding proposed densities. The Planning and Zoning Commission made a recommendation to amend the request by adding a Planned Development to both zoning districts. If approved, both would be subject to Planned Development site plan approvals prior to development.

This request requires a three-fourths vote from City Council because this request exceeds 24% opposition from surrounding property owners within the 200-foot notification radius (UDC Section 3.3.4: Protest).

According to the City of Temple Comprehensive Plan, **the property's Suburban Residential land use classification on the west half of the applicant's property** is characterized by mid-size single family lots, allowing for greater separation between dwellings and more emphasis on green space versus streets and driveways. **The applicant's requested 2F District does not comply with the property's Suburban Residential land use classification.**

The 2F zoning district permits single-family to duplex housing, with approximately seven units per acre possible, and is designed to accommodate single-family and duplex dwellings as an intermediate classification allowing an orderly transition from single family neighborhoods to higher densities of residential use.

The UDC has a minimum lot size of 6,000 sq. ft. for single-family homes, but only a minimum lot size of 4,000 sq. ft. for duplexes. The applicant's 2F zoning proposal of two dwellings per residential lot could result in approximately 22 dwellings per acre (duplexes) or approximately 7 single-family dwellings per acre.

A rezoning from the AG to the 2F zoning district would allow several uses by right that would not have been allowed before. Those uses include, but are not limited to, the following:

Residential uses

Single Family Detached
Single-Family Attached
Duplex
Triplex

Nonresidential uses

Place of worship
Child care
Community center

Prohibited uses include townhouse, HUD-Code manufactured home land lease community or subdivision, Patio home, apartment, recreational vehicle park, and retail and commercial uses, among others.

DEVELOPMENT REGULATIONS: Dimensional standards for development in the 2-F District are as follows:

- Minimum lot size – 6,000 Sq. Ft. (Single-Family Detached) or 4,000 Sq. Ft. (Duplex)
- Minimum Lot Width – 50 feet (Single-Family Detached) or 60 feet (Duplex)
- Minimum Lot Depth – 100 feet
- Front Yard Setback – 25 feet
- Side Yard Setback – 5 feet
- Side Yard Setback (corner) – 15 feet
- Rear Yard Setback – 10 feet

The property's Suburban Commercial land use classification on the east half of the applicant's property is appropriate for office, retail and services uses adjacent to and abutting residential neighborhoods and in other areas where the community's image and aesthetic value is to be promoted, such as at "gateways" and high-profile corridor locations. Therefore, it limits the floor area ratio and requires a higher landscape surface ratio than in the Auto Urban Commercial district. To maintain the suburban character and achieve higher quality development, design standards should be integrated into the zoning ordinance. **The applicant's requested O-2 District complies with the Suburban Commercial land use classification.**

The O-2 zoning district permits a variety of low, mid and high rise office development. Apartments are allowed. Buildings in the O-2 District may be built to any legal height. Office buildings over 40 feet in height must provide additional yard space.

The O-2 zoning district is intended to allow for office uses in an area that is primarily business or high density residential. This district provides for professional, financial, medical and other office services and may include corporate offices and major employment centers. Uses in this district generally have low traffic generation characteristics and do not require high visibility to conduct business.

A rezoning from the AG to the O-2 zoning district would allow many uses that would not have been allowed before. Those uses include, but are not limited to, the following:

Residential uses

Single Family Attached
Single Family Detached
Townhouse
Duplex
Triplex

Nonresidential uses

Office
Home for the aged
Restaurant
Hotel or motel
Beauty or barber shop

Prohibited uses include building material sales, contractor storage or equipment yard, mini-storage warehouse, welding or machine shop, and alcohol beverage sales for off-premise consumption in beer and wine store or package store, among others.

DEVELOPMENT REGULATIONS: **Non-Residential Dimensional standards** for development in the O-2 District are as follows:

- Minimum lot size – N/A
- Minimum Lot Width – N/A
- Minimum Lot Depth – N/A
- Front Yard Setback – 25 feet
(Requires a setback increase of 1 foot for each 3 feet of additional building height over 35 feet)
- Side Yard Setback – 5 feet
(Requires a setback increase of 1 foot for each 3 feet of additional building height over 40 feet)
- Side Yard Setback (corner) – 10 feet
- Rear Yard Setback – 10 feet (adjacent to residential district or uses)

SURROUNDING PROPERTY AND USES: The following table provides the direction from the property, Future Land Use Plan (FLUP) designation, existing zoning and current land uses:

<u>Direction</u>	<u>FLUP</u>	<u>Zoning</u>	<u>Current Land Use</u>
Site	Suburban Residential & Suburban Commercial	AG	Undeveloped Land
North	Suburban Residential & Suburban Commercial	-3 & O-2	Undeveloped Land
South	Suburban Residential & Suburban Commercial	AG	Agricultural/Rural Residential
East	Suburban Commercial	AG	Agricultural/Rural Residential
West	Suburban Residential	SF-3 & AG	Agricultural/Rural Residential

COMPREHENSIVE PLAN COMPLIANCE: The proposed rezoning relates to the following goals, objectives or maps of the Comprehensive Plan and Sidewalk and Trails Plan:

<u>Docum ent</u>	<u>Policy, Goal, Objective or Map</u>	<u>Site Conditions</u>	<u>Complianc e</u>
CP	Map 3.1 - Future Land Use and Character (FLUP)	<p>The east half of the subject property is identified as Suburban Commercial. The applicant's requested O-2 District complies with this recommendation.</p> <p>The west half of the property is identified as Suburban Residential. The applicant's requested 2F District is too dense and does not comply with this recommendation.</p>	Partial
CP	Map 5.2 - Thoroughfare Plan	Old Waco Road, along the east boundary of the subject property, is identified as a proposed	Partially-Old Waco

		<p>major arterial. This is appropriate for the O-2 zoning district.</p> <p>The Transportation Capital Improvement Program includes a section of the Outer Loop along Old Waco Road from West Adams Avenue to Jupiter to be constructed at the end of this fiscal year, which is north of this property.</p> <p>The southwest corner of the applicant's property fronts South Pea Ridge Road, which is classified as a collector. Collectors are appropriate for connecting to local streets within residential subdivisions. The applicant's representative has indicated no access is planned from South Pea Ridge Road.</p>	Road is not built to Major Arterial capacity.
CP	Goal 4.1 - Growth and development patterns should be consistent with the City's infrastructure and public service capacities	<p>An 18-inch water line runs along the west side of the property. A 14-inch water line runs along the north property line. A 24-inch water line runs along the west right-of-way of Old Waco Road.</p> <p>An 8-inch and 12-inch sewer line exists along the east right-of-way of Old Waco Road.</p>	Yes
STP	Temple Trails Master Plan Map & sidewalks	<p>The Temple Trails Master Plan reflects a proposed 10' Citywide Spine Trail along the east right-of-way of Old Waco Road.</p> <p>Per UDC section 8.2.3, sidewalks are required on both sides of arterials and one side of collector streets. Sidewalks are required to be installed at the time of development. The combined sidewalk and trail will be constructed as part of the overall Old Waco Road improvement project.</p> <p>A 4-foot wide sidewalk is required along collectors, such as South Pea Ridge Road.</p>	No, but this will be addressed during the platting process.

CP = Comprehensive Plan STP = Sidewalk and Trails Plan

PUBLIC NOTICE: Eight notices of the Planning and Zoning Commission public hearing were sent out to property owners within 200-feet of the subject property as required by State law and City Ordinance. As of March 24, 2014, no notices were returned in favor of the request and four notices were returned in opposition. (In case Z-FY-14-07, one notice was returned in favor of the request and three notices were returned in opposition.)

The newspaper printed notice of the Planning and Zoning Commission public hearing on February 20, 2014, in accordance with state law and local ordinance.

FISCAL IMPACT: Not Applicable

ATTACHMENTS:


Surrounding Property Pictures
Zoning and Location Map
Future Land Use and Character Map
Thoroughfare/ Trails Map
Utility Map
Notification Map
Response Letters
Ordinance

SURROUNDING PROPERTY AND USES:

The following table shows the subject property, existing zoning and current land uses:

Direction	Zoning	Current Land Use	Photo
Subject Property	AG	Undeveloped Land	 <p>S Pea Ridge Rd.</p>
			 <p>Old Waco Rd.</p>
East	AG	Agricultural Land/ Rural Residential	 <p>Old Waco Rd.</p>

Direction	Zoning	Current Land Use	Photo
West	AG and SF-3	Agricultural Land/ Rural Residential	
South	AG	Agricultural Land/ Rural Residential	
			

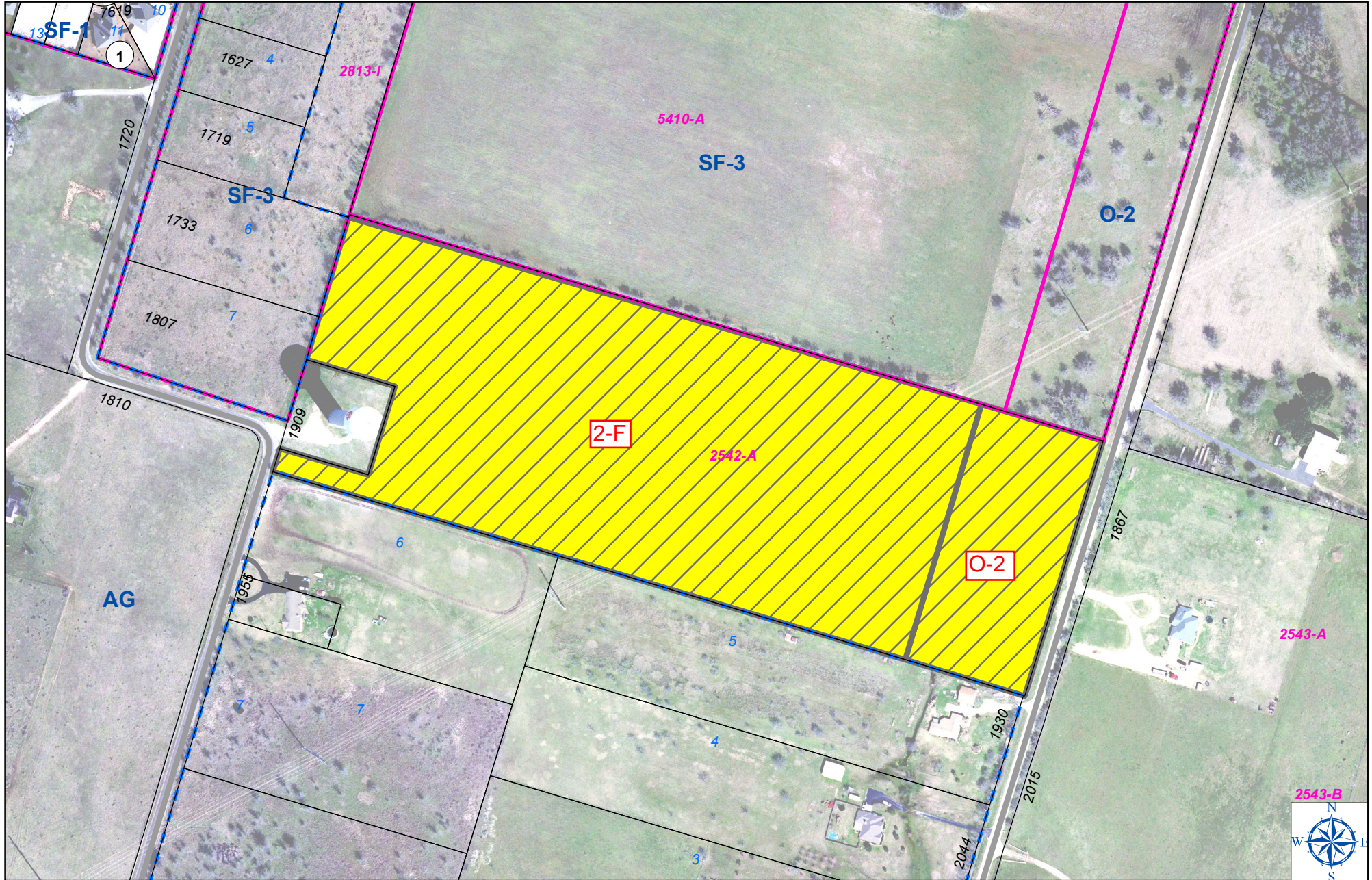
Direction	Zoning	Current Land Use	Photo
North	SF3 and O-2	Undeveloped Land	 A photograph showing a wide, flat field of dry grass and some green patches. In the background, there is a tall, white water tower on the left and a tall utility pole with multiple cross-arms on the right. The sky is clear blue with a few small clouds. A line of trees is visible in the distance.



Z-FY-14-21

AG to 2-F and O-2

Old Waco Rd



Case



Zoning



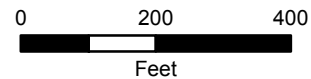
Subdivision

Outblock Number

Block Number

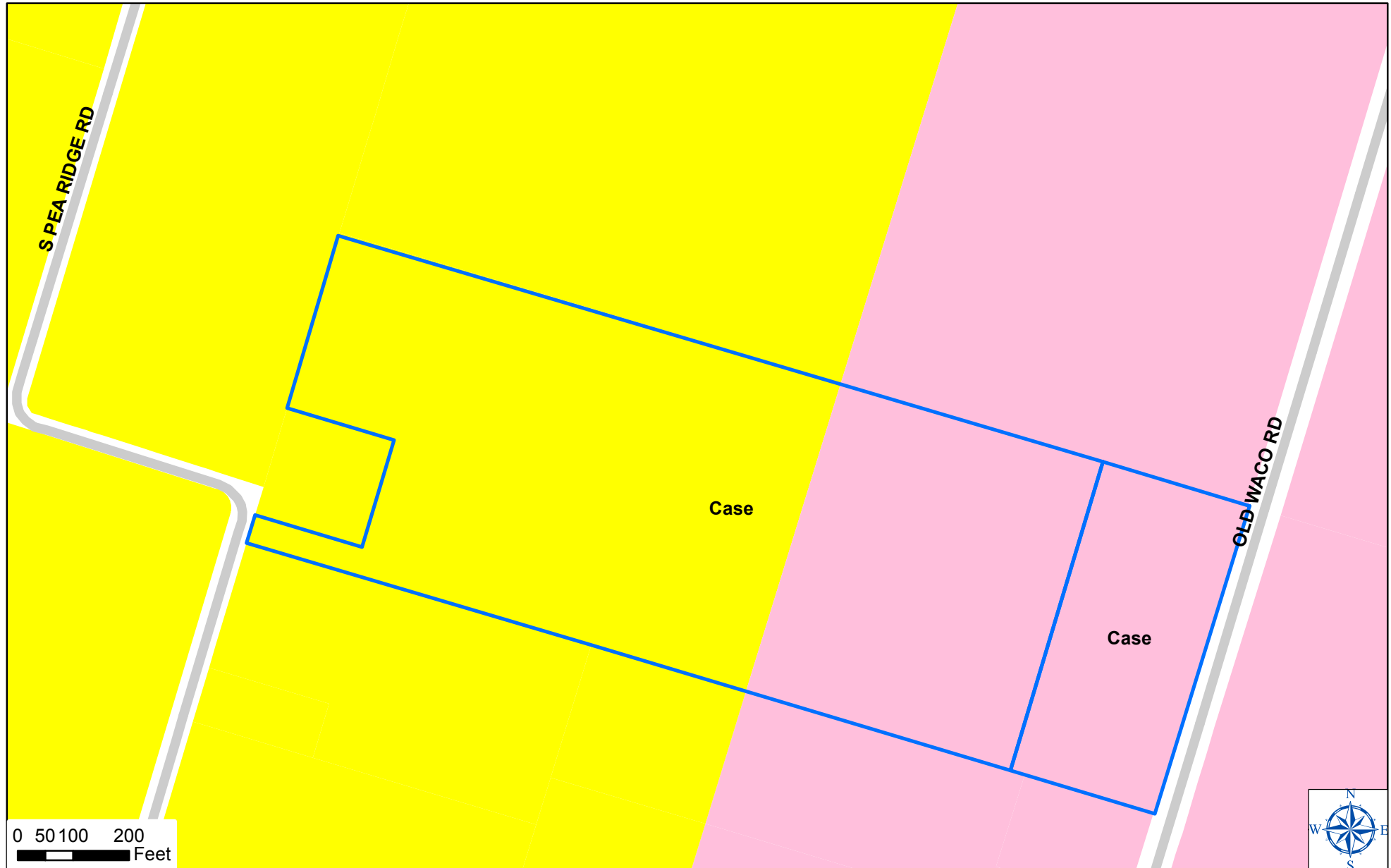
Block Number

Lot Number



2/25/2014
City of Temple GIS
tlyerly

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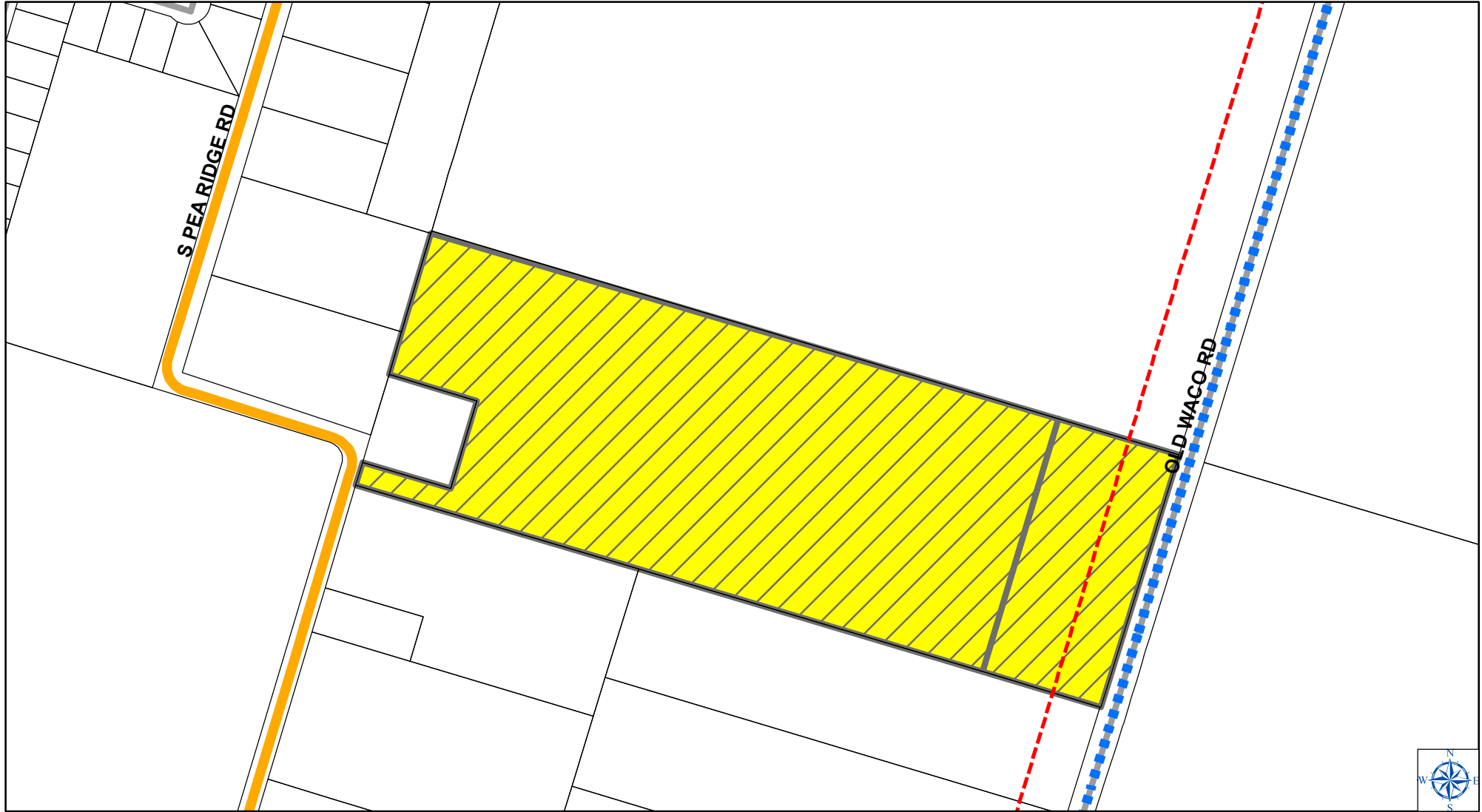


Future Land Use

Neighborhood Conservation	Auto-Urban Residential	Auto-Urban Commercial	Temple Medical Education District	Public Institutional
Estate Residential	Auto-Urban Multi-Family	Suburban Commercial	Industrial	Parks & Open Space
Suburban Residential	Auto-Urban Mixed Use	Urban Center	Business Park	Agricultural/Rural

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2/25/2014
City of Temple GIS



Trails

- Existing Citywide Spine Trail
- - Under Design/Construction Citywide Spine Trail
- - - Proposed Citywide Spine Trail
- Existing Community-Wide Connector Trail

- - - Under Design/Construction Community-Wide Connector Trail

- - Proposed Community-Wide Connector Trail

— Existing Local Connector Trail

- - Proposed Local Connector Trail

Thoroughfare

- Expressway
- Major Arterial
- - - Proposed Major Arterial

- - - Proposed K-TUTS

— Minor Arterial

- - - Proposed Minor Arterial

— Collector

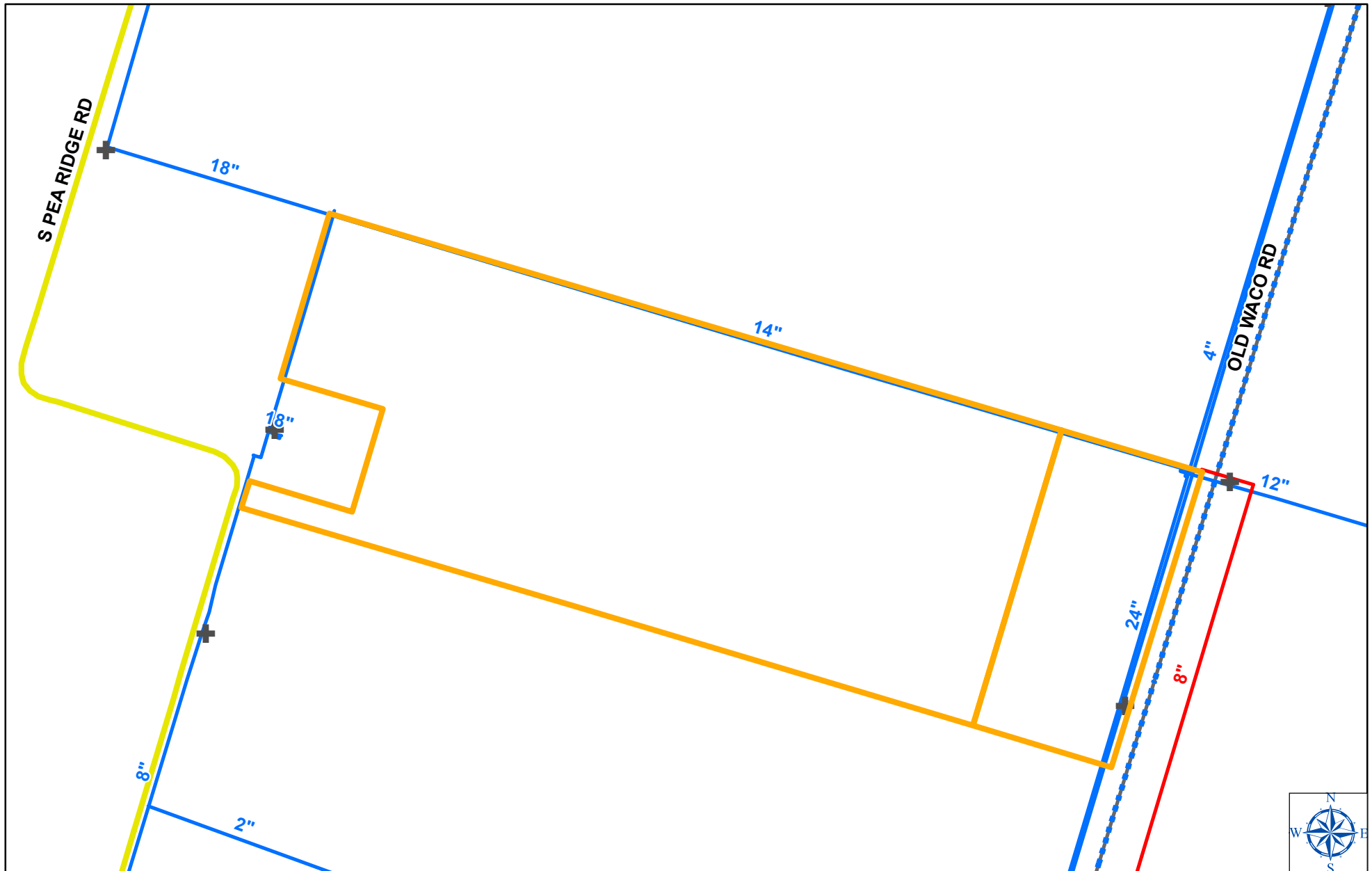
- - - Conceptual Collector



Z-FY-14-21

AG to 2-F and O-2

Old Waco Rd.



- | | | | |
|--------------|----------------|-------------------------|-------------------------|
| Case | Water Line | Proposed Major Arterial | Proposed Minor Arterial |
| Fire Hydrant | Expressway | Proposed K-TUTS | Collector |
| Sewer Line | Major Arterial | Minor Arterial | Conceptual Collector |

0 50 100 200
Feet

2/25/2014
City of Temple GIS

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Z-FY-14-21

AG to 2-F and O-2

Old Waco Rd

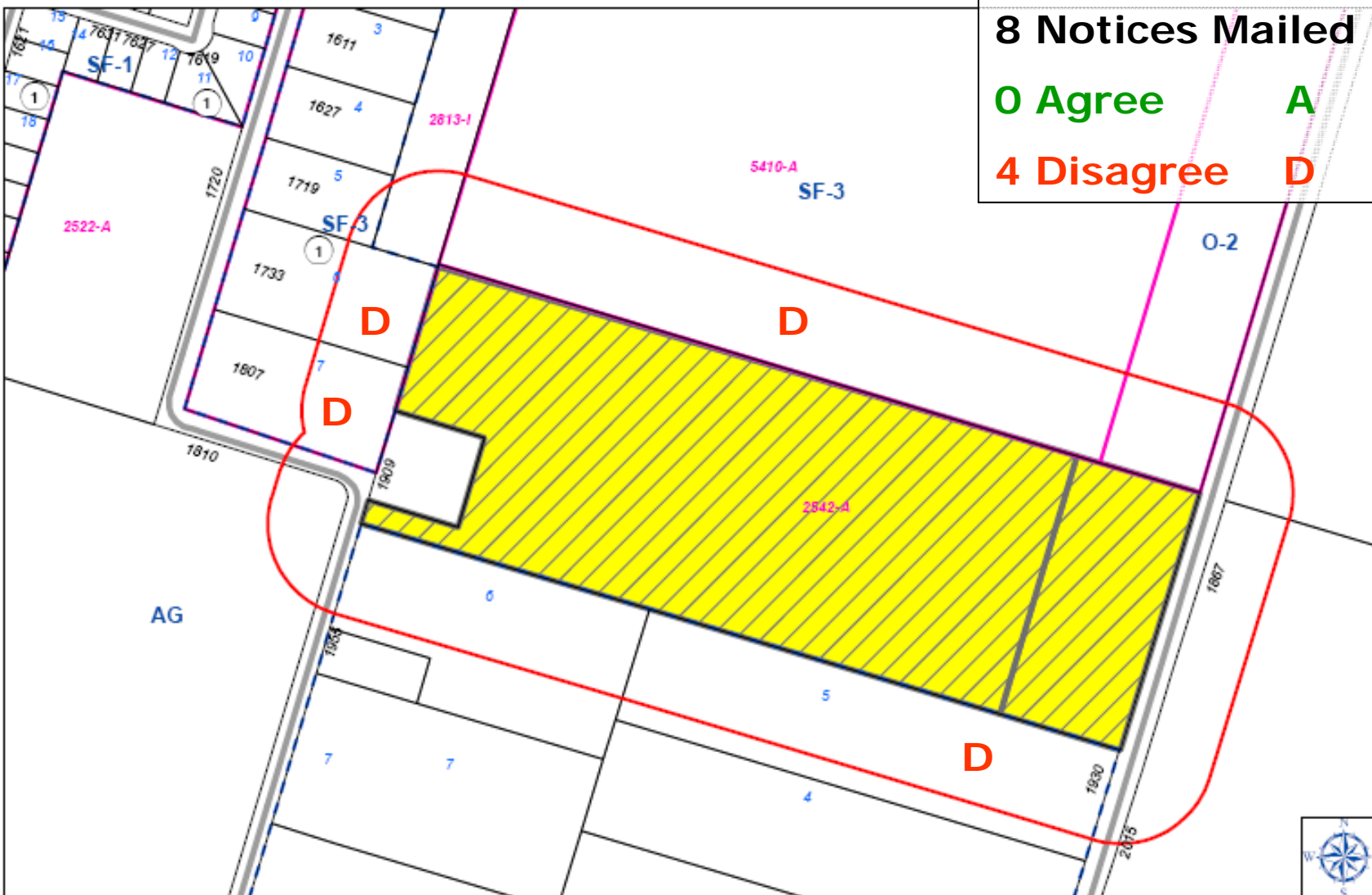
8 Notices Mailed


0 Agree

A

4 Disagree

D



 Case
 Zoning
 1234-A Outblock Number
 Block Number
 200' Buffer
 Subdivision
 1234 Address
 Lot Number

0 200 400
Feet

2/11/2014
City of Temple GIS
Byrly

GIS products are for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. They do not represent an on-the-ground survey and represent only the approximate relative location of property boundaries and other features.



**RESPONSE TO PROPOSED
ZONE CHANGE REQUEST
CITY OF TEMPLE**

Kurt W. Hentschel
1930 Old Waco Road
Temple, Texas 76502

Zoning Application Number: Z-FY-14-21

Project Manager: Tammy Lyerly

Zone Change Request: **Agricultural District (AG) to Two- Family District (2F)
And Office-Two District (O2)**

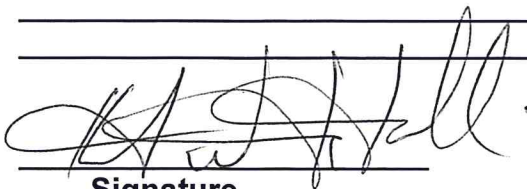
Location: West side of Old Waco Road and the east side of south Pea Ridge Road, east of
Westwood Estates

The proposed rezoning is the area shown in hatched marking on the attached map. Because you own property within 200 feet of the requested change, your opinions are welcomed. Please use this form to indicate whether you are in favor of the possible rezoning of the property described on the attached notice, and provide any additional comments you may have.

I recommend () approval ☒ denial of this request.

Comments:

Two Family District will damage
The property values in the area.


Signature

Kurt W. Hentschel
Print Name

**Please mail or hand-deliver this comment form to the address shown below, no later than
March 3, 2014**

City of Temple
Planning Department
Room 102
Municipal Building
Temple, Texas 76501

RECEIVED

FEB 27 2014

City of Temple
Planning & Development



RESPONSE TO PROPOSED
ZONE CHANGE REQUEST
CITY OF TEMPLE

Brian Fields
1733 South Pea Ridge Road
Temple, Texas 76502

Zoning Application Number: Z-FY-14-21 Project Manager: Tammy Lyerly

Zone Change Request: Agricultural District (AG) to Two- Family District (2F)
And Office-Two District (O2)

Location: West side of Old Waco Road and the east side of south Pea Ridge Road, east of
Westwood Estates

The proposed rezoning is the area shown in hatched marking on the attached map. Because you own property within 200 feet of the requested change, your opinions are welcomed. Please use this form to indicate whether you are in favor of the possible rezoning of the property described on the attached notice, and provide any additional comments you may have.

I recommend () approval (✓) denial of this request.

Comments:

At this time there is no high density
residential neighborhoods in this area. Therefore
there is NO need to allow Duplex housing
for an orderly transition.

Brian Fields

Signature

Brian Fields

Print Name

Please mail or hand-deliver this comment form to the address shown below, no later than
March 3, 2014

City of Temple
Planning Department
Room 102
Municipal Building
Temple, Texas 76501



**RESPONSE TO PROPOSED
ZONE CHANGE REQUEST
CITY OF TEMPLE**

Kiella Land Investments Ltd
P.O. Box 1344
Temple, Texas 76503-1344

Zoning Application Number: Z-FY-14-21 **Project Manager:** Tammy Lyerly

Zone Change Request: Agricultural District (AG) to Two-Family District (2F)
And Office-Two District (O2)


Location: West side of Old Waco Road and the east side of south Pea Ridge Road, east of
Westwood Estates

The proposed rezoning is the area shown in hatched marking on the attached map. Because you own property within 200 feet of the requested change, your opinions are welcomed. Please use this form to indicate whether you are in favor of the possible rezoning of the property described on the attached notice, and provide any additional comments you may have.

I recommend () approval ☒ denial of this request.

Comments:

I have discussed this request w/ Applicant
and asked for them to consider a SF-2 or SF-3 buffer
against our property to lessen the impact of that large a
tract with duplex zoning


Signature

John Kiella
Print Name

Please mail or hand-deliver this comment form to the address shown below, no later than
March 3, 2014

**City of Temple
Planning Department
Room 102
Municipal Building
Temple, Texas 76501**



**RESPONSE TO PROPOSED
ZONE CHANGE REQUEST
CITY OF TEMPLE**

Kiella Development Inc.
P.O. Box 1344
Temple, Texas 76503-1344

Zoning Application Number: Z-FY-14-21 **Project Manager:** Tammy Lyerly

Zone Change Request: Agricultural District (AG) to Two- Family District (2F)
And Office-Two District (O2)

Location: West side of Old Waco Road and the east side of south Pea Ridge Road, east of
Westwood Estates

The proposed rezoning is the area shown in hatched marking on the attached map. Because you own property within 200 feet of the requested change, your opinions are welcomed. Please use this form to indicate whether you are in favor of the possible rezoning of the property described on the attached notice, and provide any additional comments you may have.

I recommend () approval ☒ denial of this request.

Comments:

See Kiella Land Investment comments


Signature

John Kiella
Print Name

Please mail or hand-deliver this comment form to the address shown below, no later than
March 3, 2014

**City of Temple
Planning Department
Room 102
Municipal Building
Temple, Texas 76501**

ORDINANCE NO. _____

(PLANNING NO. Z-FY-14-21)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A ZONING CHANGE FROM AGRICULTURAL DISTRICT (AG) TO TWO-FAMILY DISTRICT (2-F) ON APPROXIMATELY 17.95 ACRES, AND FROM AGRICULTURAL DISTRICT (AG) TO OFFICE-TWO DISTRICT (O-2) ON APPROXIMATELY 3.64 ACRES, BEING PART OF THE NANCY CHANCE SURVEY, ABSTRACT NO. 5, BELL COUNTY, TEXAS, AND LOCATED ON THE WEST SIDE OF OLD WACO ROAD AND THE EAST SIDE OF SOUTH PEA RIDGE ROAD, EAST OF WESTWOOD ESTATES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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

Part 1: The City Council approves a rezoning from Agricultural District (AG) to Two-Family District (2-F) on approximately 17.95 acres and from Agricultural District (AG) to Office-Two (O-2) on approximately 3.64 acres, being a part of the Nancy Chance Survey, Abstract No. 5, Bell County, Texas, and located on the west side of Old Waco Road and the east side of South Pea Ridge Road, east of Westwood Estates, outlined in the map attached hereto as Exhibit 'A,' and made a part hereof for all purposes.

Part 2: The City Council directs the Director of Planning to make the necessary changes to the City Zoning Map accordingly.

Part 3: It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this ordinance are severable and, if any phrase, clause, sentence, paragraph or section of this ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such phrase, clause, sentence, paragraph or section.

Part 4: This ordinance shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Temple, Texas, and it is accordingly so ordained.

Part 5: It is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED on First Reading and Public Hearing on the **3rd** day of **April**, 2014.

ASSED AND APPROVED on Second Reading on the **17th** day of **April**, 2014.

THE CITY OF TEMPLE, TEXAS

DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

Lacy Borgeson
City Secretary

Jonathan Graham
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

04/03/14
Item #9
Regular Agenda
Page 1 of 2

DEPT./DIVISION SUBMISSION & REVIEW:

Tammy Lyerly, Senior Planner

ITEM DESCRIPTION: P-FY-14-11: Consider adopting a resolution approving the Preliminary Plat of Legacy Ranch, a 103.07 +/- acres, 183-lot, 12-block, residential and nonresidential subdivision with a requested exception to Unified Development Code, Section 8.2.1.D.4.b: Projection of Streets, regarding street openings every 1000 feet, located at the northwest corner of FM 1741 (South 31st Street) and West FM 93.

PLANNING AND ZONING COMMISSION RECOMMENDATION: At its March 3, 2014, meeting the Planning and Zoning Commission voted 8/0 to recommend approval of the Preliminary Plat of Legacy Ranch with a requested exception to Unified Development Code Section 8.2.1.D.4.b: Projection of Streets, regarding street openings every 1000 feet. Commissioner Johnson abstained.

STAFF RECOMMENDATION: Staff recommends approval of the Preliminary Plat of Legacy Ranch, subject to City Council's approval of the applicant's requested exception to Unified Development Code Section 8.2.1.D.4.b.

ITEM SUMMARY: The Development Review Committee reviewed the Preliminary Plat of Legacy Ranch on December 20, 2013 and February 5, 2014. It was deemed administratively complete on February 25, 2014.

The Preliminary Plat of Legacy Ranch is associated with case Z-FY-14-18, a rezoning from Agricultural District (AG) to Planned Development District-General Retail (PD-GR) to allow residential and nonresidential uses. City Council approved Z-FY-14-18 at second reading on March 6, 2014.

City Council will be the final plat authority since the applicant requests an exception to Unified Development Code Section 8.2.1.D.4.b: Projection of Streets, regarding street openings every 1,000 feet. Please see the applicant's attached letter of requested exception.

Water and sewer services will be provided to the subdivision through street rights-of-way and within easements shown on the plat.

Park fees will be required at \$225 per single-family dwelling. Therefore, with 177 single family lots, \$39,825 will be the amount owed for the single-family portion of this development. Park fees for Multi-family is also required at \$225 per dwelling. However, a 50% credit may be given for on-site

recreational amenities such as a pool, fitness room, trail or combination. Tract A, shown on the plat, is for a proposed private park that will be owned and maintained by a Homeowners' Association.

FISCAL IMPACT: Not Applicable

ATTACHMENTS:

[Letter of Requested Exception](#)

[Final Plat](#)

[Resolution](#)



Comprehensive Engineering Solutions, Inc.

***319 S. First Street Temple, TX 76504
(254) 742-2050 (800) 646-9789 FAX (254) 742-2055***

February 21, 2014

Ms. Tammy Lyerly
Senior Planner
2 North Main
3210 E. Avenue H
Temple, Texas 76501

Re: Case #: P-FY-14-11
Legacy Ranch
Temple, Bell County, Texas

Dear Ms. Lyerly:

This letter requests an exception to the Uniform Development Code, section 8.2.1.D.4.b regarding street openings. This section of the code states that there must be openings at a minimum of every 1,000 feet or in alignment with existing or proposed subdivision streets along each boundary of the subdivision.

The code goes on to say that an exception may be granted to this requirement if a natural or manmade barrier, such as a railroad, prevents its implementation. The railroad made it difficult to lay out this tract of land. Even though the entire western border of this property is 2,000', the actual length of South Fork Drive along the western border of the tract is less than 500' while the length of Briscoe Ranch Circle along the western border is less than 300'. We are respectfully requesting an exception to section 8.2.1.D.4.b.

Also, Park's Comments requested a letter stating what on-site amenities will be provided for the apartments (see Item 2). At this time, it is anticipated that an on-site swimming pool will be provided.

If you should have any questions regarding the above items, please call at (254) 742-2050, ext. 101.

Thank you,

Kristine B. Andrews, P.E.

PRELIMINARY PLAT OF
LEGACY RANCH

WITHIN THE CITY OF TEMPLE, BELL COUNTY, TEXAS

Being part of the REDDING ROBERTS SURVEY, ABSTRACT 642, Bell County, Texas, being all of a called 10.874 Acre tract (Tract I) and all of a called 42.141 Acre tract (Tract II), conveyed to HIGHWAY 31 PROPERTIES, LLC, A TEXAS LIMITED LIABILITY COMPANY, in Document No. 2013-00041474, Official Public Records of Real Property, Bell County, Texas.

This plat is to accompany a metes and bounds description of the herein shown 10.874 and 42.141 acre tracts.

STATE OF TEXAS

COUNTY OF BELL

HIGHWAY 31 PROPERTIES, LLC, A TEXAS LIMITED LIABILITY COMPANY, OWNER OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS **LEGACY RANCH**, WITHIN THE CITY OF TEMPLE, BELL COUNTY, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES SHOWN HEREON WITHIN THE PLAT BOUNDARIES OF THIS SUBDIVISION.

HIGHWAY 31 PROPERTIES, LLC, A TEXAS LIMITED LIABILITY COMPANY
36 WELDON LEAF COURT
THE WOODLANDS, TEXAS 77381

By:

STATE OF TEXAS

COUNTY OF BELL

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED
KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, 2014.

NOTARY PUBLIC, STATE OF TEXAS

THIS FINAL PLAT HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF TEMPLE, TEXAS, AND IS HEREBY APPROVED BY SUCH COMMISSION.

DATED THIS _____ DAY OF _____, 2014.

CHAIRPERSON

SECRETARY, PLANNING & ZONING

I HEREBY CERTIFY THAT THE ABOVE AND FOREGOING PLAT OF **LEGACY RANCH**, WITHIN THE CITY OF TEMPLE, BELL COUNTY, TEXAS, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF TEMPLE ON THE DAY OF _____, 2014. SAID SUBDIVISION SHALL BE SUBJECT TO ALL REQUIREMENTS OF THE SUBDIVISION ORDINANCE OF THE CITY OF TEMPLE, TEXAS.

WITNESS MY HAND THIS _____ DAY OF _____, 2014.

CITY SECRETARY

STATE OF TEXAS

COUNTY OF BELL

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THIS PLAT IS TRUE AND CORRECT, THAT IT WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, AND THAT ALL NECESSARY SURVEY MONUMENTS ARE CORRECTLY SHOWN THEREON.

CHARLES C. LUCKO, R.P.L.S. DATE SURVEYED: JULY 15, 2013
REGISTRATION NO. 4636



AFFIDAVIT:

The Tax Appraisal District of Bell County, the taxing authority for all taxing entities in Bell County, Texas, does hereby certify that there are currently no delinquent taxes due or owing on the property described by this plat.

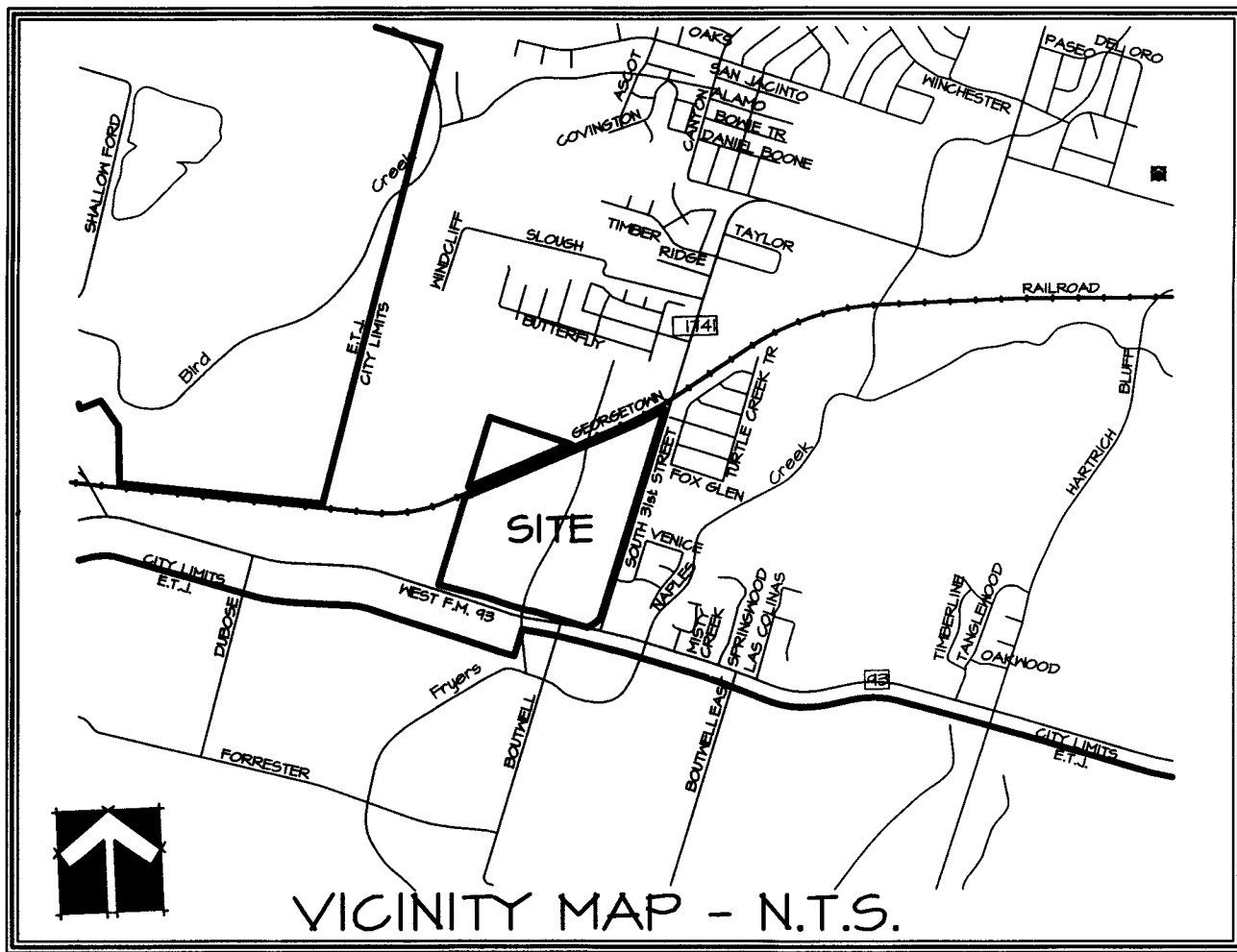
Dated this the _____ day of _____, 2014 A. D.

By: _____
Bell County Tax Appraisal District

FILED FOR RECORD THIS _____ DAY OF _____, 2014.

IN YEAR _____ PLAT # _____, PLAT RECORDS OF BELL COUNTY, TEXAS.

DEDICATION INSTRUMENT # _____, OFFICIAL RECORDS OF BELL COUNTY, TEXAS.



VICINITY MAP - N.T.S.

This project is referenced to the City of Temple Coordinate System, an extension of the Texas Coordinate System of 1983 Central Zones. All distances are horizontal surface distances unless noted and all bearings are grid bearings. All coordinates are referenced to City Monument No. 1054. The theta angle at City Monument No. 1054 is 01°30'53". The combined correction factor (CCF) is 0.9999571. Grid distance = Surface distance X CCF. Geodetic north = Grid north + theta angle. Reference tie from City monument No. 1054 to the southwest corner of Block 6 is N 71°33'08" W 204.46 feet. Reference tie from City monument No. 1054 to the northwest corner of Block 12 is N 26°34'58" W 305.48 feet. Published City coordinates for project reference point 1054 are N = 10353.132, E = 3217.452, 45.

Based upon what can be scaled from the graphics shown on FEMA Flood Insurance Rate Map (FIRM), Map No. 48021C0345E, effective date September 26, 2008, the above shown property does not appear within the "Special Flood Hazard Area", and appears to be situated in Zone X. This flood statement does not imply that this tract will never flood, nor does it create any liability in such event on the part of this surveyor or company.

EASEMENTS & BUILDING LINES:(unless otherwise noted)

25' FRONT BUILDING LINE
15' FRONT BUILDING LINE IN CUL-DE-SACS
15' SIDE STREET BUILDING
5' SIDE BUILDING LINE
10' REAR BUILDING LINE

10' UTILITY EASEMENT ALONG ALL ROADS AND ALONG THE FRONT AND REAR OF ALL LOTS.

NOTES:

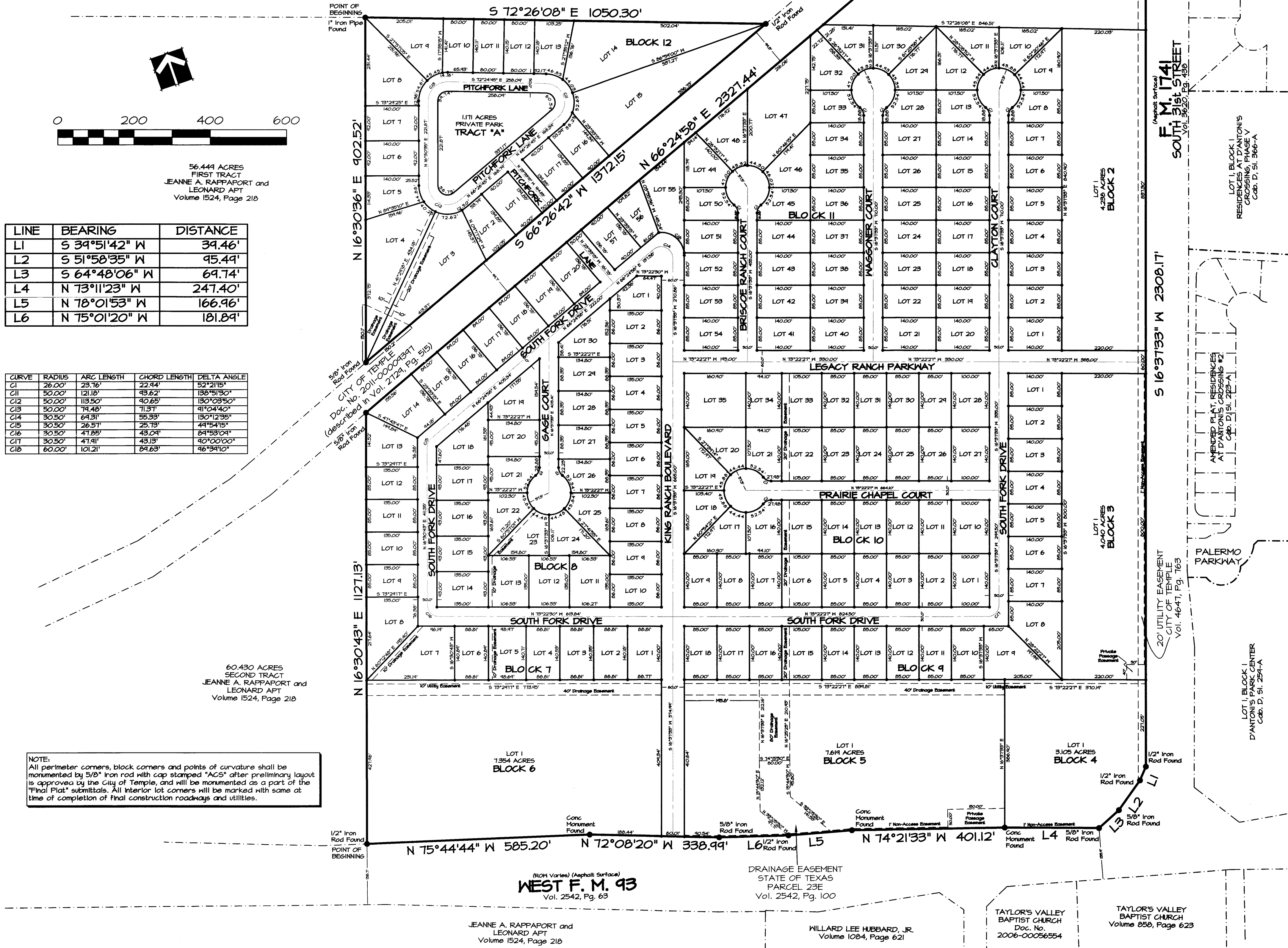
THERE WILL BE A 6' SIDEWALK REQUIRED ALONG SOUTH 31st STREET.

THERE WILL BE A 6' SIDEWALK REQUIRED ALONG F.M. 43.

THERE WILL BE A 4' SIDEWALK REQUIRED ALONG ONE SIDE OF EACH COLLECTOR STREET.

101.661 ACRES
JEANNE A. RAFFAPORT and
LEONARD APT
Volume 1524, Page 151

LOTS - 183
(177 RESIDENTIAL)
BLOCKS - 12
TRACTS - 1 (1.171 ACRES)
AREA - 103.07 ACRES
13.36 ACRES IN ROADWAYS



LINE	BEARING	DISTANCE
L1	S 39°51'42" W	39.46'
L2	S 51°58'35" W	45.49'
L3	S 64°48'06" W	69.74'
L4	N 73°11'23" W	247.40'
L5	N 78°01'53" W	166.96'
L6	N 75°01'20" W	181.89'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	DELTA ANGLE
C1	26.00'	23.76'	22.44'	52°21'15"
C2	30.00'	12.18'	43.62'	136°45'50"
C3	50.00'	71.48'	71.31'	41°04'40"
C4	30.50'	64.31'	55.33'	130°12'35"
C5	30.50'	26.51'	25.18'	44°54'15"
C6	30.50'	47.25'	43.04'	84°53'04"
C7	30.50'	47.41'	43.13'	40°00'00"
C8	60.00'	101.21'	84.63'	96°34'10"

NOTE:
All perimeter corners, block corners and points of curvature shall be monumented by 5/8" iron rod with cap stamped "ACS" after preliminary layout is approved by the City of Temple, and will be monumented as a part of the "Final Plat" submittal. All interior lot corners will be marked with same at time of completion of final construction roadways and utilities.

PRELIMINARY PLAT OF
LEGACY RANCH
WITHIN THE CITY OF TEMPLE, BELL COUNTY, TEXAS

ALL COUNTY SURVEYING, INC.
1303 South 21st Street, Temple, Texas 76504
(254) 778-2272 FAX (254) 774-7608
Tx Firm Lic No. 10023600

RESOLUTION NO. _____

(PLANNING NO. P-FY-14-11)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, APPROVING THE PRELIMINARY PLAT OF LEGACY RANCH, AN APPROXIMATE 103.07 ACRE, 183-LOT, 12-BLOCK RESIDENTIAL AND NONRESIDENTIAL SUBDIVISION WITH A REQUESTED EXCEPTION TO THE UNIFIED DEVELOPMENT CODE RELATED TO SECTION 8.2.1.D.4.B, LOCATED AT THE NORTHWEST CORNER OF FM 1741 AND WEST FM 93; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, on March 3, 2014, the Planning and Zoning Commission recommended approval of the Preliminary Plat of Legacy Ranch, an approximate 103.07 acre, 183-lot, 12-block residential and nonresidential subdivision with a requested exception to the Unified Development Code, Section 8.2.1.D.4.b: Projection of Streets regarding street openings every 1000 feet, located at the northwest corner of FM 1741 (South 31st Street) and West FM 93; and

Whereas, the City Council has considered the matter and deems it in the public interest to approve the Preliminary Plat of Legacy Ranch.

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

Part 1: The City Council approves the Preliminary Plat of Legacy Ranch, an approximate 103.07 acre, 183-lot, 12-block residential and nonresidential subdivision with a requested exception to the Unified Development Code, Section 8.2.1.D.4.b: Projection of Streets regarding street openings every 1000 feet, located at the northwest corner of FM 1741 (South 31st Street) and West FM 93.

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 3rd day of **April**, 2014.

THE CITY OF TEMPLE, TEXAS

DANIEL A. DUNN, MAYOR

ATTEST:

APPROVED AS TO FORM:

Lacy Borgeson
City Secretary

Jonathan Graham
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

04/03/14
Item #10
Regular Agenda
Page 1 of 2

DEPT./DIVISION SUBMISSION & REVIEW:

Belinda Mattke, Director of Purchasing
Sam Weed, Superintendent of Fleet Services

ITEM DESCRIPTION: Consider adopting a resolution authorizing the purchase of a 5-Door Passenger Sedan from Caldwell Country Chevrolet of Caldwell, TX in the amount of \$16,953.

STAFF RECOMMENDATION: Adopt resolution as presented in item description or consider local preference options as noted below.

ITEM SUMMARY: On March 18, 2014, (4) vendors submitted pricing a 5-door passenger sedan. Johnson Brothers Ford Lincoln, declared the right to be considered a local business under the City's Local Preference Policy.

Per the City's Local Preference Policy, for non-construction expenditures less than \$500,000, if the City receives a competitive sealed bid from a bidder whose principal place of business is within the City limits and whose bid is within five percent of the lowest bid price, the Council has the option to consider awarding the purchase to the local bidder if the Council determines that the local bidder offers the City the best combination of contract price and additional economic development opportunities for the City created by the contract award.

Staff recommends award of the following bid to **Caldwell Country Chevrolet**. The City has done business with Caldwell Country Chevrolet in the past and finds them to be a responsible vendor.

Bid Tabulation #1 – Five Door Passenger Sedan (Chevrolet Sonic 5-dr LT):

Bid Tab #	Description	Qty	Account	Project #	Budget	Recommended Bid	Local Preference Option
1	Solid Waste (addition to fleet)	1	110-5900-540-6213	101052	\$ 17,000.00	\$16,953.00	\$17,313.54
Sub-Total for one (1) Five Door Passenger Sedan					\$ 17,000.00	\$16,953.00	\$17,313.54

In accordance with the City's adopted Local Preference Policy, Council does have the option to award the Five Door Passenger Sedan to Johnson Brothers Ford Lincoln in the amount of \$17,313.54, versus the low bid of \$16,953.00 from Caldwell Country Chevrolet, a \$360.54 spread. Johnson Brother's bid is 2.1% higher than Caldwell Country Ford's low bid.

SUSTAINABILITY IMPACT: The vehicle scheduled for replacement has been evaluated to ensure the most sustainable and fuel efficient vehicle that will meet the needs of the department is being purchased. The evaluation for the vehicle was focused on right-sizing the vehicle and fuel options. The vehicle provided has been right-sized for the intended use, has a high MPG and is not offered with an alternative fuel option.

FISCAL IMPACT: Funding for the purchase of this vehicle is included in the Council-adopted FY 2014 budget in the accounts as defined in the Item Summary above in the amount of \$17,000. Total funding needed for the recommended purchases is \$16,953. If council elects to award the local preference option, the budget will be short by \$313.54. However, funds are available to cover the shortage within the department's budget.

The local preference options total \$360.54

ATTACHMENTS:

[Bid Tabulation](#)

[Resolution](#)

Bid Tabulation #1

**Tabulation of Bids Received
on March 18, 2014 at 2:30 p.m.
5 Door Passenger Sedan
Bid# 13-19-14**

	Bidders			
	Grapevine DCJ, LLC Grapevine, TX	Caldwell Country Ford Caldwell, TX	Caldwell Country Chevrolet Caldwell, TX	Johnson Bros Ford Lincoln Temple, TX
Description	Unit Price	Unit Price	Unit Price	Unit Price
Total Bid Price	No Bid	\$17,164.00	\$16,953.00	\$17,313.54
Delivery within 120 days?	No Bid	Yes	Yes	No
Local Preference?	No Bid	No	No	Yes
Exceptions?	No Bid	No	No	Yes
Credit Check Authorization	No Bid	Yes	Yes	Yes

Recommended for Council award
Local Option Available

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING THE PURCHASE OF A PASSENGER SEDAN FROM CALDWELL COUNTRY CHEVROLET OF CALDWELL, TEXAS, IN THE AMOUNT OF \$16,953; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, on March 18, 2014, four (4) vendors submitted pricing for a 5-door passenger sedan - Johnson Brothers Ford Lincoln declared the right to be considered a local business under the City's Local Preference Policy;

Whereas, per the City's Local Preference Policy for non-construction expenditures less than \$500,000, if the City receives a competitive sealed bid from a bidder whose principal place of business is within the City limits and whose bid is within five percent (5%) of the lowest bid price, the Council has the option to consider awarding the purchase to the local bidder if determined that the local bidder offers the City the best combination of contract price and additional economic development opportunities for the City created by the contract award;

Whereas, staff recommends the purchase of a 5-door passenger sedan from Caldwell Country Chevrolet of Caldwell, Texas in the amount of \$16,953 – staff has done business with Caldwell Country Chevrolet in the past and finds them to be a responsible vendor;

Whereas, the vehicle scheduled for replacement has been evaluated to ensure the most sustainable and fuel efficient vehicle that will meet the needs of the department it is being purchased for – the evaluation for the vehicle was focused on right-sizing the vehicle and fuel options;

Whereas, funding for the purchase of this vehicle is included in the Council-adopted fiscal year 2013-2014 budget, in Account No. 110-5900-540-6213, Project No. 101052; 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 5-door passenger sedan from Caldwell Country Chevrolet of Caldwell, Texas in the amount of \$16,953.

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 **3rd** day of **April**, 2014.

THE CITY OF TEMPLE, TEXAS

DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

Lacy Borgeson
City Secretary

Jonathan Graham
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

04/03/14
Item #11
Regular Agenda
Page 1 of 1

DEPT./DIVISION SUBMISSION & REVIEW:

Lacy Borgeson, City Secretary

ITEM DESCRIPTION: Consider adopting a resolution appointing one member to serve as the City's representative on the Board of Directors of the Tax Appraisal District of Bell County for a two year term beginning January 1, 2014.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: In March 2013, Dr. Sue Hamby submitted a letter of resignation from the Board of Directors of the Tax Appraisal District of Bell County. The Appraisal District has requested the City make an appointment to this board for a two year term beginning January 1, 2014 through December 31, 2016.

FISCAL IMPACT: None

ATTACHMENTS: None